City of Rolling Hills INCORPORATED JANUARY 24, 1957

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

AGENDA | **CITY COUNCIL** | **CITY OF ROLLING HILLS**
Regular City Council Meeting | **Monday, June 26, 2023** | **7:00 PM**

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

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

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

Next Resolution No. 1341 *Next Ordinance No. 384*

1. CALL TO ORDER

2. ROLL CALL

3. PLEDGE OF ALLEGIANCE

4. PRESENTATIONS/PROCLAMATIONS/ANNOUNCEMENTS

4.A. MAYOR'S PRESENTATION RECOGNIZING CITY MANAGER ELAINE JENG FOR HER YEARS OF SERVICE TO THE CITY OF ROLLING HILLS
RECOMMENDATION: Present certificate and plaque of recognition.

5. APPROVE ORDER OF THE AGENDA

This is the appropriate time for the Mayor or Councilmembers to approve the agenda as is or reorder.

6. BLUE FOLDER ITEMS (SUPPLEMENTAL)

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

6.A. FOR BLUE FOLDER DOCUMENTS APPROVED AT THE CITY COUNCIL MEETING
RECOMMENDATION: Approved
CL_AGN_230626_CC_BlueFolderItem_14A.pdf

7. PUBLIC COMMENT ON NON-AGENDA ITEMS

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

8. CONSENT CALENDAR

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

8.A. APPROVE AFFIDAVIT OF POSTING FOR THE CITY COUNCIL REGULAR MEETING OF JUNE 26, 2023
RECOMMENDATION: Approve.
CL_AGN_230626_CC_AffidavitofPosting.pdf

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

8.C. APPROVE THE FOLLOWING CITY COUNCIL MINUTES: JUNE 12, 2023
RECOMMENDATION: Approve as presented.
CL_MIN_230612_CC_F.pdf

8.D. PAYMENT OF BILLS
RECOMMENDATION: Approve as presented.
CL_AGN_230626_CC_PaymentOfBills.pdf

8.E. REPUBLIC SERVICES RECYCLING TONNAGE REPORT FOR MAY 2023
RECOMMENDATION: Receive and file.
VC_REP_230619_May_YTD_TonnageReport.pdf

8.F. APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH HQE SYSTEMS INC. FOR INSTALLATION OF AN EMERGENCY OUTDOOR SIREN SYSTEM IN AN AMOUNT NOT TO EXCEED $261,000, AUTHORIZE THE CITY MANGER TO EXECUTE THE AGREEMENT AND FINDING THE PROJECT CATEGORICALLY EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT
RECOMMENDATION: Approve as presented.
CA_AGR_230626_HQE_SirenInstallation_F.pdf

8.G. APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH ENERGY SOLUTIONS COMPANY SITELOGIQ AS AN ALTERNATIVE APPROACH TO IMPLEMENT THE CITY HALL CAMPUS BACKUP POWER PROJECT IN AN AMOUNT NOT TO EXCEED $28,500, AUTHORIZE THE CITY MANGER TO EXECUTE THE AGREEMENT AND FINDING THE PROJECT CATEGORICALLY EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT
RECOMMENDATION: Approve as presented.
CA_AGR_230626_SiteLogiQ_F.pdf

8.H. DIRECT STAFF TO PREPARE A SECOND AMENDMENT TO THE LEASE AGREEMENT WITH THE ROLLING HILLS COMMUNITY ASSOCIATION TO MAINTAIN THE CURRENT LEASE AMOUNT OF $5,749.25 PER MONTH
RECOMMENDATION: Approve as presented.
RHCA 2018-2028_SignedAgreement.pdf

CA_AGR_200717_FirstAmendment_RoadStriping_E.pdf

8.I. ADOPT RESOLUTION NO. 1338 SETTING THE RATE FOR REFUSE SERVICES IN THE CITY AT $1,432.11 PER PARCEL AND FINDING THE SAME EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT
RECOMMENDATION: Approve as presented.
ResolutionNo1338_ActualRateForRefuseServices_2023.pdf

8.J. RECEIVE AND FILE CAPITAL IMPROVEMENT PROJECT ASSIGNMENTS FOR FISCAL YEAR 2023-2024
RECOMMENDATION: Receive and file.

8.K. APPROVE CONTINUING WITH ALAN PALERMO CONSULTING FOR PROJECT MANAGEMENT SERVICES DURING FISCAL YEAR 2023-2024 AND DIRECT STAFF TO PREPARE A FOURTH AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT
RECOMMENDATION: Approve as presented.
CA_AGR_APC_Amend4_2023-2024 City of Rolling Hills RH004R1.pdf

8.L. RECEIVE AND FILE AN EMAIL FROM GREG AND ADRIANA POPOVICH REGARDING THE PROFESSIONALISM OF EC CONSTRUCTION DURING THE MIDDLERIDGE LANE DRAINAGE SYSTEM CONSTRUCTION PROJECTS
RECOMMENDATION: Receive and file.
CL_AGN_230626_CC_PopovichEmail_ECC_Redacted.pdf

9. EXCLUDED CONSENT CALENDAR ITEMS

10. COMMISSION ITEMS

11. PUBLIC HEARINGS

11.A. PUBLIC HEARING AND CONSIDERATION OF RESOLUTION NO. 1339 ADOPTING THE FISCAL YEAR 2023/2024 BUDGET AND RESOLUTION NO. 1340 ESTABLISHING THE ANNUAL APPROPRIATIONS LIMIT FOR THE CITY OF ROLLING HILLS
RECOMMENDATION: Approve as presented.
CL_AGN_230626_CC_GeneralFund_BudgetSources_UsesOfFunds.pdf
CL_AGN_230626_CC_FY2023-24_GeneralFundRevenues.pdf
CL_AGN_230626_CC_FY2023-24_GeneralFund_BudgetedExpenditures.pdf
CL_AGN_230626_CC_FY2023-24_ProposedBudget_OtherFunds.pdf
ResolutionNo1339_FY2023-24_AdoptedBudget.pdf
ResolutionNo1340_FY 23-24_AppropLimit.pdf

12. OLD BUSINESS

12.A. APPROVE A SECOND AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH NV5 TO ADDRESS THE UTILITY CONFLICT IDENTIFIED IN THE DOWNSTREAM SEWER MAIN AS A PART OF THE 8" SEWER MAIN LINE ALONG PORTUGUESE BEND ROAD/ROLLING HILLS PROJECT.
RECOMMENDATION: Approve as presented.

CA_AGR_200929_NV5_8inchSewerLineProject_E.pdf
CA_AGR_230213_NV5_8inchSewerLineProject_1stAmendment_NV5_E.pdf
NV5_City of Rolling Hills_Sewer Main Torrance Additions_06.20.2023R.pdf

12.B. APPROVE TENNIS COURTS ADA IMPROVEMENT PROJECT DESIGN; AUTHORIZE STAFF TO ADVERTISE FOR CONSTRUCTION BIDS; AND APPROVE LANDSCAPING DESIGN FOR THE TENNIS COURTS

RECOMMENDATION: Approve as presented.

011917 L-1.pdf
2023-06-16 Tennis Court ADA Letter of Approval & Permit.pdf
GR2301100001 Agency Referral.pdf
GR2301100001 ESCP Review Sheet 1.pdf
GR2301100001 Grading Review Sheet 1.pdf

12.C. APPROVE CITY HALL ADA IMPROVEMENT PROJECT DESIGN AND AUTHORIZE STAFF TO ADVERTISE FOR CONSTRUCTION BIDS

RECOMMENDATION: Approve as presented.

20230410_RH_PC_cost estimate.pdf

13. NEW BUSINESS

13.A. INTRODUCTION AND FIRST READING OF ORDINANCE NO. 383, AMENDING CHAPTER 15.20 (FIRE CODE) OF TITLE 15 (BUILDINGS AND CONSTRUCTION) OF THE ROLLING HILLS MUNICIPAL CODE AND FINDING THE ORDINANCE IS EXEMPT FROM CEQA

RECOMMENDATION: • Introduce for first reading by title only Ordinance No.383 regarding the Fire Code; and

• Schedule a public hearing for adoption of the Ordinance for a later date; and

• Direct staff to publish notice of such hearing pursuant to Government Code section 6066.

383_FireCodeOrdinance_D.pdf
CL_AGN_230626_CC_RedlineVersion_Chapter15.20.pdf
CL_AGN_230626_CC_LACounty_FireCodeTitle32Letter_051123.pdf
CL_AGN_230626_CC_GuidanceSuggestedModelOrdinance_LACFireCode2023Edition_042

13.B. CONSIDERATION OF PARTICIPATING IN A CATALYTIC CONVERTER ETCHING EVENT IN COLLABORATION WITH THE LOS ANGELES COUNTY SHERIFF'S DEPARTMENT, THE CITY OF ROLLING HILLS ESTATES AND THE CITY OF RANCHO PALOS VERDES ON JULY 29, 2023

RECOMMENDATION: Provide direction to staff.

14. MATTERS FROM THE CITY COUNCIL

14.A. DISCUSS SOUTHBAY CITIES COUNCIL OF GOVERNMENT (SBCCOG) MEMBERSHIP DUES (MAYOR WILSON)

RECOMMENDATION: Receive a report from Mayor Pat Wilson and provide direction to staff.

CL_AGN_230626_CC_SBCCOG_FY23-24_DuesInvoice.pdf

14.B. RECEIVE AND FILE INFORMATION ON THE PALOS VERDES ESTATES

FOUNDATION; AND DISCUSS ESTABLISHING A SIMILAR FOUNDATION FOR ROLLING HILLS (MAYOR PRO TEM MIRSCH)
RECOMMENDATION: Receive and file a report by Mayor Pro Tem Leah Mirsch and discuss.
CL_AGN_230626_CC_Foundation_Prelim_Report.pdf

14.C. CONSIDER PROVISION IN THE CIVILIAN OVERSIGHT COMMIITTEE RECOMMENDATION MANDATING AUTOMATIC REASSIGNMENT OF SHERIFF'S DEPARTMENT PATROL PERSONNEL EVERY FIVE YEARS AND PROVIDE DIRECTION TO STAFF (MAYOR PRO TEM LEAH MIRSCH, AND COUNCILMEMBER BEA DIERINGER)
RECOMMENDATION: Review provision and provide direction to staff.
CL_AGN_230626_CC_CivilianOversightCommission_Recommendations_DeputyGangsRep
CL_AGN_230626_CC_ALADS_DraftLetterForCitiesOpposing_COC_RotationRec.pdf

14.D. RECEIVE AND FILE A VERBAL REPORT FROM THE DRAINAGE AD HOC COMMITTEE (MAYOR PRO TEM LEAH MIRSCH AND COUNCILMEMBER JEFF PIEPER)
RECOMMENDATION: Receive and file.

15. MATTERS FROM STAFF

15.A. RECEIVE AND APPROVE THE PROPOSAL FOR A BLOCK CAPTAIN EDUCATION AND SOCIAL EVENT ON THE CITY HALL CAMPUS ON SUNDAY, AUGUST 27, 2023; EVENT TO INCLUDE ART WORK FOR SALE BY RESIDENT DON CROCKER; A PERCENTAGE OF THE SALE PROCEEDS TO BE GIFTED TO THE CITY TO BENEFIT EMERGENCY PREPAREDNESS MEASURES IN THE COMMUNITY
RECOMMENDATION: Approve as presented.
CA_AGR_230626_ DonCrocker_ArtExhibit_MonetaryDonation_Draft.pdf

15.B. CONSIDER A PROPOSAL FROM PALOS VERDES PENINSULA TRANSIT AUTHORITY TO PROVIDE TRANSIT SERVICES FOR ROLLING HILLS RESIDENTS; AND PROVIDE DIRECTION TO STAFF
RECOMMENDATION: Consider proposal and provide direction to staff.
route_map_2021.jpg
dial_a_ride_information_registration-2015.pdf

16. RECESS TO CLOSED SESSION

16.A. PERSONNEL PURSUANT TO GOVERNMENT CODE SECTION (B) 54957 THE CITY COUNCIL MAY MEET IN CLOSED SESSION TO CONSIDER THE APPOINTMENT/EMPLOYMENT OF A PUBLIC EMPLOYEE. (CITY MANAGER)
RECOMMENDATION: None.

17. RECONVENE TO OPEN SESSION

18. ADJOURNMENT
Next regular meeting: Monday, July 10, 2023 at 7:00 p.m. in the City Council Chamber, Rolling Hills City Hall, 2 Portuguese Bend Road, Rolling Hills, California, 90274.

Notice:

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

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

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

Agenda Item No.: 4.A
Mtg. Date: 06/26/2023

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

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

THRU: **DAVID H. READY**

SUBJECT: **MAYOR'S PRESENTATION RECOGNIZING CITY MANAGER ELAINE JENG FOR HER YEARS OF SERVICE TO THE CITY OF ROLLING HILLS**

DATE: **June 26, 2023**

BACKGROUND:
None.

DISCUSSION:
None.

FISCAL IMPACT:
None.

RECOMMENDATION:
Present certificate and plaque of recognition.

ATTACHMENTS:

City of Rolling Hills INCORPORATED JANUARY 24, 1957

Agenda Item No.: 6.A
Mtg. Date: 06/26/2023

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

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

THRU: **DAVID H. READY**

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

DATE: **June 26, 2023**

BACKGROUND:
None.

DISCUSSION:
None.

FISCAL IMPACT:
None.

RECOMMENDATION:
Approved.

ATTACHMENTS:
CL_AGN_230626_CC_BlueFolderItem_14A.pdf

BLUE FOLDER ITEM (SUPPLEMENTAL)

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

CITY COUNCIL MEETING
June 26, 2023

14.A DISCUSS SOUTHBAY CITIES COUNCIL OF GOVERNMENT (SBCCOG) MEMBERSHIP DUES (MAYOR WILSON)

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

CL_AGN_230626_CC_SBCCOG_FY23-24_DuesInvoice.pdf

City of Rolling Hills INCORPORATED JANUARY 24, 1957

Agenda Item No.: 8.A
Mtg. Date: 06/26/2023

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

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

THRU: **DAVID H. READY**

SUBJECT: **APPROVE AFFIDAVIT OF POSTING FOR THE CITY COUNCIL REGULAR MEETING OF JUNE 26, 2023**

DATE: **June 26, 2023**

BACKGROUND:
None.

DISCUSSION:
None.

FISCAL IMPACT:
None.

RECOMMENDATION:
Approve.

ATTACHMENTS:
CL_AGN_230626_CC_AffidavitofPosting.pdf

Administrative Report

8.A., **File #** 1861 **Meeting Date**: 06/26/2023

To: MAYOR & CITY COUNCIL

From: Christian Horvath, City Clerk

TITLE

APPROVE AFFIDAVIT OF POSTING FOR THE CITY COUNCIL REGULAR MEETING OF JUNE 26, 2023

EXECUTIVE SUMMARY

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

AFFIDAVIT OF POSTING

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

Legislative Body	City Council
Posting Type	Regular Meeting Agenda
Posting Location	2 Portuguese Bend Road, Rolling Hills, CA 90274 City Hall Window City Website: https://www.rolling-hills.org/government/agenda/index.php https://www.rolling-hills.org/government/city_council/city_council_archive_agendas/index.php
Meeting Date & Time	JUNE 26, 2023 7:00pm Open Session

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

Christian Horvath, City Clerk

Date: June 23, 2023

City of Rolling Hills INCORPORATED JANUARY 24, 1957

Agenda Item No.: 8.B
Mtg. Date: 06/26/2023

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

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

THRU: **DAVID H. READY**

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

DATE: **June 26, 2023**

BACKGROUND:
None.

DISCUSSION:
None.

FISCAL IMPACT:
None.

RECOMMENDATION:
Approve.

ATTACHMENTS:

City of Rolling Hills INCORPORATED JANUARY 24, 1957

Agenda Item No.: 8.C
Mtg. Date: 06/26/2023

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

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

THRU: **DAVID H. READY**

SUBJECT: **APPROVE THE FOLLOWING CITY COUNCIL MINUTES: JUNE 12 , 2023**

DATE: **June 26, 2023**

BACKGROUND:
None.

DISCUSSION:
None.

FISCAL IMPACT:
None.

RECOMMENDATION:
Approve as presented.

ATTACHMENTS:
CL_MIN_230612_CC_F.pdf

Minutes
Rolling Hills City Council
Monday, June 12, 2023
Regular Meeting 7:00 p.m.

1. CALL TO ORDER

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

2. ROLL CALL

Councilmembers Present:	Black, Dieringer Pieper, Mayor Pro Tem Mirsch, Mayor Wilson
Councilmembers Absent:	None
Staff Present:	Elaine Jeng, City Manager
	Christian Horvath, City Clerk / Executive Assistant to the City Manager
	Robert Samario, Finance Director
	Pat Donegan, City Attorney

3. PLEDGE OF ALLEGIANCE – Councilmember Dieringer

4. PRESENTATIONS/PROCLAMATIONS/ANNOUNCEMENTS – NONE

5. APPROVE ORDER OF THE AGENDA

Staff pulled Items 11D and 14A.

Motion by Councilmember Pieper, seconded by Councilmember Black to approve the order of the agenda as follows, Items 1-11C, 12F, 13A, 14B and then the remainder of items in regular order. Motion carried unanimously with the following vote:

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

6. BLUE FOLDER ITEMS (SUPPLEMENTAL) – NONE

7. PUBLIC COMMENT ON NON-AGENDA ITEMS

Public Comment: Arlene Honbo, Roger Hawkins

8. CONSENT CALENDAR

8.A. APPROVE AFFIDAVIT OF POSTING FOR THE CITY COUNCIL REGULAR MEETING OF JUNE 12, 2023

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

8.C. PULLED BY COUNCILMEMBER DIERINGER

8.D. PAYMENT OF BILLS

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

8.F. APPROVE AN AMENDED AGREEMENT WITH MCGOWAN CONSULTING FOR SERVICES RELATING TO STORMWATER MANDATE COMPLIANCE

8.G. APPROVE THE THIRD AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH LSL, LLC TO PROVIDE FINANCIAL AUDIT SERVICES FOR THE FISCAL YEAR ENDING JUNE 30, 2023 FOR AN AMOUNT NOT-TO-EXCEED $31,400

8.H. RECEIVE AND FILE A REPORT FROM THE MAY 23, 2023 SOLID WASTE AND RECYCLING COMMITTEE

8.I. RECEIVE AND FILE AN UPDATE ON TENNIS COURTS ADA IMPROVEMENT PROJECT

8.J. RECEIVE AND FILE A STATUS TO AMEND THE WIRELESS COMMUNICATION FACILITIES ORDINANCE

Motion by Mayor Pro Tem Mirsch, seconded by Councilmember Black to approve Consent Calendar minus Item 8C. Motion carried unanimously with the following vote:

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

9. EXCLUDED CONSENT CALENDAR ITEMS

8.C. APPROVE THE FOLLOWING CITY COUNCIL MINUTES: MAY 22, 2023

Motion by Councilmember Dieringer, seconded by Councilmember Black to approve with modification of language in Item 12B stating that the Council took no position. Motion carried unanimously with the following vote:

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

10. COMMISSION ITEMS – NONE

11. OLD BUSINESS

11.A. RECEIVE AN UPDATED SOUND PROPOGATION REPORT FROM HQE SYSTEMS INC., AND DIRECT STAFF TO ENGAGE HQE SYSTEM INC. TO INSTALL THE PROPOSED OUTDOOR SIREN SYSTEM FOR THE CITY OF ROLLING HILLS

Presentation by City Manager Elaine Jeng
HQE representatives Dan Rogers, Charles West, Qais Alkurdi, Jaime Warner

Public Comment: Arlene Honbo, Judith Haenel

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

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

Motion by Councilmember Dieringer, seconded by Councilmember Black to defer consideration until August after the Peninsula Public Safety Committee meeting. Motion failed with no Aye votes:

AYES: None
NOES: None
ABSENT: None

Motion by Councilmember Pieper, seconded by Mayor Pro Tem Mirsch directing staff to move forward with the proposed siren installation using the intelligible voice system.

Councilmember Dieringer made a friendly amendment to get more information about the integration with Zonehaven. Councilmember Pieper did not accept the friendly amendment.

Motion carried with the following vote:

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

11.B. CONSIDER THE LETTER OF AGREEMENT (LOA) FROM ENERGY SOLUTIONS COMPANY SITELOGIQ AS AN ALTERNATIVE APPROACH TO IMPLEMENT THE CITY HALL CAMPUS BACKUP POWER PROJECT AND DIRECT STAFF TO DRAFT A PROFESSIONAL SERVICES AGREEMENT WITH SITELOGIQ FOR SERVICES

Presentation by City Manager Elaine Jeng
SiteLogiQ representatives Josh Steeber, Jonathan Brown

Motion by Councilmember Pieper, seconded by Mayor Pro Tem Mirsch to move forward with the Letter of Intent for the service agreement at $28,500. Motion carried with the following vote:

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

11.C. APPROVE A WITHDRAWAL FROM REQUEST FOR TIME SCHEDULE ORDER FOR MACHADO LAKE TOTAL MAXIMUM DAILY LOADS FROM LOS ANGELES REGIONAL WATER QUALITY CONTROL BOARD

Presentation by City Manager Elaine Jeng
Kathleen McGowan, Consultant

Motion by Councilmember Pieper, seconded by Councilmember Dieringer to approve as presented. Motion carried unanimously with the following vote:

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

11.D. PULLED BY STAFF

Mayor Wilson moved to Item 12F.

12. NEW BUSINESS

12.F. FINAL RECOMMENDED BUDGET FOR FISCAL YEAR 2023/24

Presentation by Finance Director Robert Samario

Mayor Wilson moved to Item 13A.

13. PUBLIC HEARINGS

13.A PUBLIC HEARING REGARDING POTENTIAL INCREASE TO REFUSE RATES FOR FISCAL YEAR 2023/24

Mayor Wilson introduced the Public Hearing and process that would be followed.

Presentation by City Attorney Patrick Donegan

A final request was made for written protests. The City Clerk reported the total written protests received as eight (8.) The protests did not reach the majority threshold necessary of 376.

Motion by Councilmember Pieper, seconded by Mayor Pro Tem Mirsch to approve setting the ceiling using the rate in the attached Resolution at $1432.11 per parcel and setting the rate per parcel at that same amount thereby discontinuing the subsidy. Motion carried with the following vote:

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

Mayor Wilson moved back to Item 12F for action.

12. NEW BUSINESS

12.F. FINAL RECOMMENDED BUDGET FOR FISCAL YEAR 2023/24

Motion by Councilmember Pieper, seconded by Councilmember Dieringer to approve the recommended budget decision points less the $20,000 for additional Finance Department needs. Motion carried unanimously with the following vote:

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

Mayor Wilson moved back to Item 14B.

14. MATTERS FROM STAFF

14.B. DISCUSS REQUEST FOR SMALL GIFTS FOR THE DINNER TO INSTALL LEAGUE OF CALIFORNIA CITIES LOS ANGELES DIVISION INCOMING PRESIDENT COUNCILMEMBER BEA DIERINGER (MAYOR WILSON)

Presentation by City Manager Elaine Jeng

Motion by Councilmember Black, seconded by Councilmember Pieper to donate existing inventory of Rolling Hills glass dishes as gifts for the Cal Cities Installation Dinner. Motion carried unanimously with the following vote:

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

Mayor Wilson moved back to Item 12A.

12. NEW BUSINESS

12.A. ACCEPT EMERGENCY STORM DRAIN REPAIRS AND LINING AT OR NEAR 1 MIDDLERIDGE LANE SOUTH TO 3 MIDDLERIDGE LANE NORTH AS COMPLETE, FILE NOTICE OF COMPLETION WITH THE LOS ANGELES COUNTY RECORDER'S OFFICE, AND RELEASE RETENTION AFTER 30 DAY LIEN PERIOD TO EC CONSTRUCTION

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

Motion by Councilmember Pieper, seconded by Councilmember Black to approve as presented. Motion carried unanimously with the following vote:

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

12.B. ACCEPT THE DEMOLITION PACKAGE FOR: STANDBY GENERATOR REMOVAL, WATERPROOF REMOVAL, & ELECTRICAL SERVICES PROJECT #2023-02 AS COMPLETE, DIRECT STAFF TO FILE THE NOTICE OF COMPLETION WITH THE LOS ANGELES COUNTY RECORDER'S OFFICE, AND RELEASE RETENTION AFTER 30 DAY LIEN PERIOD TO UNLIMITED ENVIRONMENTAL, INC

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

Motion by Councilmember Dieringer, seconded by Councilmember Pieper to approve as presented. Motion carried unanimously with the following vote:

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

12.C. CONSIDERATION AND APPROVAL TO AWARD A CONSTRUCTION CONTRACT TO BENNETT LANDSCAPE FOR REPLACEMENT OF THE THREE RAIL FENCE ALONG PORTUGUESE BEND ROAD BRIDLE TRAIL ADJACENT TO CITY HALL; ADOPT BY RESOLUTION NO. 1336 AUTHORIZING A BUDGET MODIFICATION OF $26,724.50; DIRECT THE CITY ATTORNEY TO FINALIZE A CONSTRUCTION CONTRACT; AUTHORIZE THE CITY MANAGER TO EXECUTE; AND FIND THE SAME EXEMPT FROM CEQA

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

Public Comment: Melissa McNabb

Motion by Councilmember Pieper, seconded by Councilmember Black to approve as presented. Motion carried unanimously with the following vote:

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

12.D. APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH DCA CIVIL ENGINEERING GROUP TO PROVIDE CIVIL ENGINEERING SERVICES FOR THE 20C PORTION OF THE CREST ROAD EAST FIRE PREVENTION POWER LINE UNDERGROUNDING PROJECT IN AN AMOUNT NOT TO EXCEED $40,536 FUNDED BY FEMA HAZARD MITIGATION PROGRAM #DR4344-526-112R, AUTHORIZE THE CITY MANAGER TO EXECUTE THE AGREEMENT, AND FINDING THE PROJECT CATEGORICALLY EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

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

Motion by Councilmember Dieringer, seconded by Councilmember Pieper to approve as presented. Motion carried unanimously with the following vote:

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

12.E. RECEIVE A REPORT ON THE MAY 25, 2023 TRAFFIC COMMISSION MEETING AND PROVIDE DIRECTION TO STAFF

Presentation by City Clerk / Executive Assistant to the City Manager Christian Horvath
Traffic Engineer Vanessa Munoz

Public Comment: Judith Haenel

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

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

Motion by Councilmember Pieper, seconded by Mayor Pro Tem Mirsch to add back the supplemental traffic enforcement to the budget. Motion carried with the following vote:

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

Motion by Councilmember Pieper, seconded by Mayor Pro Tem Mirsch to install four speed limits signs and replace one sign per the traffic engineer's recommendation. Motion carried unanimously with the following vote:

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

Motion by Councilmember Pieper, seconded by Councilmember Dieringer to follow the Traffic Commission recommendation of not installing guardrails on Outrider Road. Motion carried unanimously with the following vote:

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

12.G. RECEIVE AND FILE A REPORT FROM THE AD HOC FIRE FUEL COMMITTEE ON THE JUNE 6, 2023 MEETING; AND PROVIDE DIRECTION TO STAFF

Presentation by Mayor Pro Tem Mirsch and Councilmember Dieringer

Public Comment: Melissa McNabb

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

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

12.H. CONSIDER AND APPROVE CONTRACT CHANGE ORDER 03 WITH AC PROS TO RESOLVE ISSUES WITH THE EXISTING ELECTRICAL PANEL AND GROUND REQUIRED BY THE BUILDING INSPECTOR AS PART OF THE CITY HALL HEATING, VENTILATION, AIR CONDITIONING (HVAC) PROJECT 2023-01

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

Motion by Councilmember Pieper, seconded by Councilmember Dieringer to approve as presented. Motion carried unanimously with the following vote:

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

14. MATTERS FROM THE CITY COUNCIL

14.C. A RECEPTION FOR OUTGOING CITY MANAGER ELAINE JENG ON JUNE 26, 2023 AT 5PM (MAYOR PRO TEM MIRSCH)

Presentation by Mayor Pro Tem Mirsch

Public Comment: Melissa McNabb

Motion by Councilmember Pieper, seconded by Councilmember Dieringer to host a reception on June 26, 2023 at 5 p.m. Motion carried unanimously with the following vote:

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

15. MATTERS FROM STAFF

City Manager Elaine Jeng announced that Planning & Community Services Director John Signo was absent this evening due to illness.

16. RECESS TO CLOSED SESSION – 10:31 P.M.

Public Comment: Dustin McNabb

16.A. CONFERENCE WITH LEGAL COUNSEL: THREATENED LITIGATIONGOVERNMENT CODE SECTION 54956.9(D)(2)THE CITY COUNCIL FINDS, BASED ON ADVICE FROM LEGAL COUNSEL, THAT DISCUSSION IN OPEN SESSION WILL PREJUDICE THE POSITION OF THE CITY IN THE LITIGATION.NUMBER OF POTENTIAL CASES:1(THREATENED LITIGATION BY A PROPERTY OWNER REGARDING TITLE PROPERTY ISSUES RELATED TO 11 QUAIL RIDGE ROAD SOUTH BASED ON PAST ACTIONS UNDER THE THEN APPLICABLE CITY VIEW ORDINANCE)

16.B. PERSONNEL PURSUANT TO GOVERNMENT CODE SECTION (B) 54957 THE CITY COUNCIL MAY MEET IN CLOSED SESSION TO CONSIDER THE APPOINTMENT/EMPLOYMENT OF A PUBLIC EMPLOYEE. (CITY MANAGER)

17. RECONVENE TO OPEN SESSION – 11:58 P.M.

18. ADJOURNMENT: 11:58 P.M.

The meeting was adjourned at 11:58 p.m on June 12, 2023 in memory of Ian McCloud and Richard Horvath. The next regular adjourned meeting of the City Council is scheduled to be held on Monday, June 26, 2023 beginning at 7:00 p.m. in the City Council Chamber at City Hall, 2 Portuguese Bend Road, Rolling Hills, California. It will also be available via City's website link at: https://www.rolling-hills.org/government/agenda/index.php

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

Respectfully submitted,

_____
Christian Horvath, City Clerk

Approved,

_____
Patrick Wilson, Mayor

Agenda Item No.: 8.D
Mtg. Date: 06/26/2023

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

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

THRU: **DAVID H. READY**

SUBJECT: **PAYMENT OF BILLS**

DATE: **June 26, 2023**

BACKGROUND:
None.

DISCUSSION:
None.

FISCAL IMPACT:
None.

RECOMMENDATION:
Approve as presented.

ATTACHMENTS:
CL_AGN_230626_CC_PaymentOfBills.pdf

CITY OF ROLLING HILLS
AP23-029, AP23-029a & ACH 23-053
Check Run 06/22/2023

	Check No.	Check Date	Payee	Description	Amount
	028220	6/22/2023	4Leaf, Inc.	Code Enforcement	5,153.75
	028221	6/22/2023	AC Pros	AC Pros-Hvac replacement Payment 01	157,770.87
	028222	6/22/2023	Best Best & Krieger LLP	General Services	13,053.00
		6/22/2023	Best Best & Krieger LLP	Land Use-Legal	2,318.00
	Check Total				**15,371.00**
	028223	6/22/2023	Bolton Engineering Corporation	Tennis Court ADA revisions	4,000.00
	028224	6/22/2023	CalPERS	CalPERS Retirement Payroll Ending 05 30 2023 Retro	230.53
	028225	6/22/2023	Christian Horvath	Horvath Auto Mileage	68.21
	028226	6/22/2023	Cox Communications	Cox-June 2023	158.33
	028227	6/22/2023	Southern California News Group	Daily Breeze Public Hearing Notice FY23-24 Budget	289.41
		6/22/2023	Southern California News Group	Daily Breeze Public Hearing Notice Refuse Assesment	510.07
	Check Total				**799.48**
	028228	6/22/2023	Elaine Jeng	Meeting & Conference Expenses	398.67
	028229	6/22/2023	Ellis Environmental Management Inc.	Ellis Environmental-Hvac Project Monitoring	2,567.50
	028230	6/22/2023	County of Los Angeles	LA County Agric Comm WTS&Meas & Pest Control	533.32
	028231	6/22/2023	LA County Sheriff's Department	LA County Sheriff Dept	31,092.99
	028232	6/22/2023	League of California Cities	Cal Cities LA County Division Dues 23/24	924.00
	028233	6/22/2023	MNS ENGINEERS, INC	Grant Writer for Vegetation Management Hazard Mit Grant Prog	5,080.00
	028234	6/22/2023	NV5, INC.	Sepulveda Monitoring for Stormwater Compliance	617.50
	028235	6/22/2023	Onward Engineering	Onward Eng-Inspection Services	5,675.00
	028236	6/22/2023	Orkin	Pest Control May 2023	158.00
	028237	6/22/2023	Pitney Bowes	Pitney Bowes June 2023	2,520.00
	028238	6/22/2023	Palos Verdes Peninsula Unified School	PVPUSD-School SecurityOfficer Cost Share Q1	543.45
	028239	6/22/2023	PVS, Inc.	Security System June 2023	360.00
		6/22/2023	PVS, Inc.	Valley Alarm replacement of Fire Alarm Panel Battery	190.00
	028240	6/22/2023	Republic Services	Republic Services Service Jan-Jun 23	472,088.28
	028241	6/22/2023	Southern California Edison	Electricity Usage 4-21-23 to 5-21-23	1,187.82
	028242	6/22/2023	Texas Child Support SDU	PR Deduction 06-30-23	163.15
	028243	6/22/2023	Women's Community Club of Rolling Hills	WCCRH Egghunt and Neighborhood Meeting	199.24
	028244	6/22/2023	Willdan Inc.	Building Plan Check	867.50
		6/22/2023	Willdan Inc.	Traffic Engineer	1,621.00

Check No.	Check Date	Payee	Description	Amount
Check Total				**2,488.50**
028245	6/23/2023	Christian Horvath	Horvath Mileage 1/23-6/23	360.91
	6/23/2023	Christian Horvath	Horvath-Costco Office Supply Purchase	60.46
Check Total				**421.37**
ACH-246	6/14/2023	California Water Service Co.	Water Usage from 04-28-23 to 05-25-23	519.04
ACH-247	6/14/2023	California Water Service Co.	Water usage 04-28-23 to 05-25-23	950.60
ACH-248	6/15/2023	CalPERS	PERS Retirement PR Ending 05/30/23	3,165.80
ACH-249	6/2/2023	Vantagepoint Transfer Agents - 306580	Deferred Comp. PR Ending 05/30/23	1,567.40
ACH-250	6/2/2023	CalPERS	PERS Health June 2023	10,405.10
PR LINK	6/16/2023	PR LINK - Payroll & PR Taxes PR#12	Payroll Processing Fee PR#12 05/31/2023 - 06/13/2023	56.36
PR LINK	6/16/2023	PR LINK - Payroll & PR Taxes PR#12	Pay Period - PR#12 05-31-2023 - 06-13-2023	25,131.64
Report Total				771,637.25

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

$ 771,637.25 for the payment of above items.

Elaine Jeng, P.E., City Manager

City of Rolling Hills INCORPORATED JANUARY 24, 1957

Agenda Item No.: 8.E
Mtg. Date: 06/26/2023

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

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

THRU: **DAVID H. READY**

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

DATE: **June 26, 2023**

BACKGROUND:
None.

DISCUSSION:
None.

FISCAL IMPACT:
None.

RECOMMENDATION:
Receive and file.

ATTACHMENTS:
VC_REP_230619_May_YTD_TonnageReport.pdf

CITY OF ROLLING HILLS RESIDENTIAL FRANCHISE

2023

Year 2023
Franchise Y/N Y

Month	Commodity	Tons Collected	Tons Recovered	Tons Disposed	Diversion %
Jan	Greenwaste	75.94	75.94	-	100.00%
	Greenwaste - Free Residential Roll Off Bin	4.76	4.76	-	100.00%
	Trash	180.77	-	180.77	0.00%
Jan Total		261.47	80.70	180.77	30.86%
Feb	Greenwaste	84.50	84.50	-	100.00%
	Greenwaste - Free Residential Roll Off Bin	11.62	11.62	-	100.00%
	Trash	133.45	-	133.45	0.00%
Feb Total		229.57	96.12	133.45	41.87%
Mar	Greenwaste	135.07	135.07	-	100.00%
	Greenwaste - Free Residential Roll Off Bin	4.62	4.62	-	100.00%
	Trash	185.99	-	185.99	0.00%
Mar Total		325.68	139.69	185.99	42.89%
Apr	Greenwaste	105.00	105.00	-	100.00%
	Trash	153.22	-	153.22	0.00%
	Trash - Free Residential Roll Off Bin	1.39	-	1.39	0.00%
Apr Total		259.61	105.00	154.61	40.45%
May	Greenwaste	103.43	103.43	-	100.00%
	Greenwaste - Free Residential Roll Off Bin	1.42	1.42	-	100.00%
	Recycle	1.17	0.40	0.77	33.79%
	Trash	191.15	-	191.15	0.00%
May Total		297.17	105.25	191.92	35.42%
Grand Total		1,373.50	526.76	846.74	38.35%

CITY OF ROLLING HILLS NON-FRANCHISE
2023

Year 2023
Franchise Y/N N

Month	Commodity	Tons Collected	Tons Recovered	Tons Disposed	Diversion %
Jan	Recycle	0.41	0.19	0.21	47.92%
	Trash	68.77	-	68.77	0.00%
	Organics	0.03	0.01	0.02	20.85%
Jan Total		69.20	0.20	69.00	0.29%
Feb	Recycle	0.15	0.07	0.08	47.28%
	Trash	84.23	-	84.23	0.00%
	Organics	0.16	0.07	0.09	42.47%
Feb Total		84.54	0.14	84.40	0.17%
Mar	Recycle	0.19	0.07	0.13	35.00%
	Trash	46.39	-	46.39	0.00%
	Organics	0.20	0.14	0.06	69.23%
Mar Total		46.78	0.21	46.58	0.44%
Apr	Recycle	0.15	0.05	0.10	35.94%
	Trash	166.55	-	166.55	0.00%
	Organics	0.10	0.07	0.03	69.22%
Apr Total		166.80	0.12	166.68	0.07%
May	Greenwaste	2.94	2.94	-	100.00%
	Recycle	0.26	0.09	0.17	33.79%
	Trash	101.93	-	101.93	0.00%
	Organics	0.07	0.04	0.03	60.37%
May Total		105.20	3.07	102.13	2.92%
Grand Total		472.53	3.74	468.79	0.79%

Agenda Item No.: 8.F
Mtg. Date: 06/26/2023

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

FROM: **ELAINE JENG,**

THRU: **DAVID H. READY**

SUBJECT: **APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH HQE SYSTEMS INC. FOR INSTALLATION OF AN EMERGENCY OUTDOOR SIREN SYSTEM IN AN AMOUNT NOT TO EXCEED $261,000, AUTHORIZE THE CITY MANGER TO EXECUTE THE AGREEMENT AND FINDING THE PROJECT CATEGORICALLY EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT**

DATE: **June 26, 2023**

BACKGROUND:
In Fiscal Years 19/20 and 20/21, the City Council provided funding for the Block Captain Program to investigate communication platforms in the event of complete power failure in the community. The Block Captains and staff used funds to purchase two-way radios and when the handheld radio option proved to be ineffective, a Request for Proposal (RFP) was issued in February 2021 to solicit proposals on other communication systems. The City received one proposal from HQE Systems, Inc. (HQE).

On April 26, 2021, staff recommended that the City Council engage the services of HQE.

At the January 10, 2022, City Council meeting staff presented the final Feasibility Study and recommended that the City Council conduct a community survey to gauge interest for an outdoor siren system. In review of the Feasibility Study, the City Council requested information relating to the annual maintenance cost of the proposed outdoor siren system. The City Council also requested a street level map of Solution A and Solution B presented in the Feasibility Study.

On March 14, 2022, the City Council unanimously voted to amend the PSA with HQE allocating an additional not-to-exceed $3,500 to investigate additional siren pole locations.

In early July 2022, HQE submitted a revised Feasibility Study.

At the January 23, 2023 City Council meeting, the City Council selected four siren pole locations as follows:

- City Hall;
- Fire Station 106 (12 Crest Road West) and;
- CalWater Facility (3960 Crest Road)
- Easement at Crest Road East gate

At the March 27, 2023 City Council meeting, the City Council approved the HQE proposal for additional work in the amount of $4,195 to perform another sound propagation analysis for three locations from the above list.

On May 15, 2023, representatives from HQE met with City staff and representatives from the Rolling Hills Community Association (RHCA) to visit the three proposed sights. Prior to the site visits, Cal Water informed staff that their facility location was no longer an option. Instead, the RHCA easement at the Crest Road East gate was used.

On June 12, 2023 the City Council received an updated sound propagation report confirming that three sire pole locations would allowing the majority of the residents to hear the siren at 70 decibels.

DISCUSSION:
On June 12, 2023, the City Council approved moving forward with installation of the siren tone and intelligible voice system for three 50 foot poles as described in Exhibit A of the professional services agreement.

ENVIRONMENTAL REVIEW
The solicitation for bids did not constitute a Project as defined under the California Environmental Quality Act ("CEQA"). Further, the repair, replacement and installation of an Equestrian Fence at City Hall is exempt from CEQA pursuant to section 15301 of the CEQA Guidelines (Existing facilities) in that it will replace previously existing fencing at City Hall. Further, this action is exempt under section 15302 of the CEQA Guidelines as it consists of the replacement or reconstruction of existing structures and facilities on the same site as the replaced structures and facilities and will have the same purpose and capacity.

FISCAL IMPACT:
The City Council previously allocated $300,000 to the Outdoor Siren System project. To date, $3,500 was spent on the initial feasibility study. Another $1,900 was spent on coordinating with Cal Water on potential sire pole locations within the community. The most recent sound propagation study cost $4,195 for a total of $9,595, leaving $290,405 available for the project.

At the June 12, 2023 City Council meeting, HQE System Inc., confirmed that turnkey solution selected by the City Council was estimated at $144,000 with an annual maintenance fee of $13,981. With the added intelligible voice feature of $39,000 per pole, the capital improvement project cost is $261,000.

There is sufficient funding for the capital improvement ($261,000) and for the first two years of project maintenance ($13,981 per year).

RECOMMENDATION:
Approve as presented.

ATTACHMENTS:
CA_AGR_230626_HQE_SirenInstallation_F.pdf

CITY OF ROLLING HILLS
PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT made and entered into this 26th day of June 2023 between the City of Rolling Hills, a municipal corporation, hereinafter referred to as "CITY" and HQE Systems Inc. a California corporation located at 42075 Remington Ave, Suite # 109, Temecula, CA 92590 “CONSULTANT.”

1. RECITALS:

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

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

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

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

2. SCOPE OF WORK

CONSULTANT shall perform all work necessary to complete in a manner satisfactory to CITY the services set forth in the attached Exhibit A. The end result of the services shall include a turnkey emergency communications system which includes, but is not limited to; (i) three, 50 foot directional speaker towers equipped with intelligible voice and tone capability at the three locations identified in Exhibit A and referred to as the First Station Tower, Easter Gate Tower and City Hall Tower; (ii) speaker/audio system that can provide the listed decibel levels throughout the City as described in Exhibit A; (iii) system that can be managed and activated via the VHF radios system with an option for cellular capability for City officials to remotely access, control and activate via a secure portal; (iv) reasonable efforts such that the system may be integrated with other regional alert systems which may require additional costs (collectively referred to as “SERVICES”).

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

3. COST

The CITY agrees to pay CONSULTANT for all the work contemplated by this AGREEMENT in the amount of Two Hundred Sixty One Thousand dollars ($261,000.00). The cost is more particularly described in Exhibit A. This fee includes all expenses,

consisting of all local travel, attendance at meetings, printing and submission of any plans or any other documents required by the Scope of Work. Any increase in contract amount or scope shall be approved by expressed written amendment executed by the CITY and CONSULTANT.

4. METHOD OF PAYMENT

CONSULTANT shall be reimbursed no earlier than ninety (90) days of submitting an invoice to City for the SERVICES. CONSULTANT shall submit invoices electronically to the City Manager of the CITY and shall also provide a courtesy copy by U.S. Mail addressed to the City Manager of the CITY.

5. SUBCONTRACTING

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

6. COMMENCEMENT OF WORK

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

7. PERFORMANCE TO SATISFACTION OF CITY

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

8. COMPLIANCE WITH LAW

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

(A). Federal Requirements

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

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

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

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

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

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

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

9. ACCOUNTING RECORDS

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

10. OWNERSHIP OF DATA

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

11. TERM OF CONTRACT

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

12. TERMINATION

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

13. ASSIGNABILITY

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

14. AMENDMENT

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

15. NON-SOLICITATION CLAUSE

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

16. INDEMNITY

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

that resulted from the fault or negligence of CONSULTANT, it officers, agents, employees and/or servants in connection with this AGREEMENT.

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

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

17. INSURANCE

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

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

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

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

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

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

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

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

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

18. ENFORCEMENT OF AGREEMENT

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

19. CONFLICTS OF INTEREST

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

20. INDEPENDENT CONTRACTOR

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

21. ENTIRE AGREEMENT OF THE PARTIES

This AGREEMENT supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the employment of CONSULTANT by

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

22. NOTICES.

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

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

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

23. GOVERNING LAW

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

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

CITY OF ROLLING HILLS

CITY MANAGER

_____

ELAINE JENG, PE

DATE:_____

ATTEST:

_____

CITY CLERK

APPROVED AS TO FORM:

_____

PATRICK DONEGAN, CITY ATTORNEY

CONSULTANT

_____

DATE:_____

Exhibit A

Scope of Work and Cost

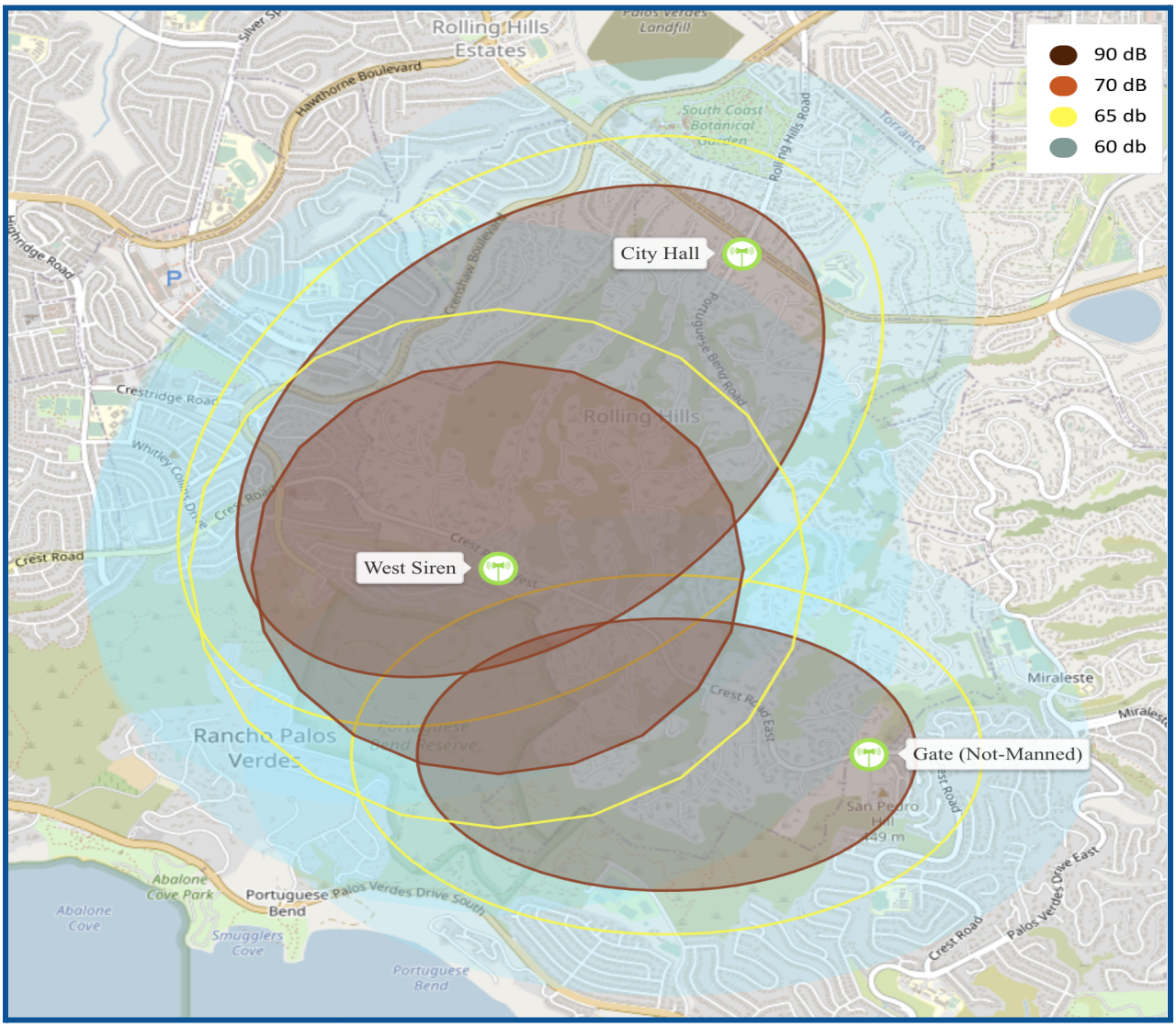
NOT FOR GENERAL RELEASE TO THE PUBLIC

PROPRIETARY PRICING AND SENSITIVE TECHNICAL SYSTEMS INFO FOR THE CITY

City of Rolling Hills, CA
June 21, 2023

New proposed installation locations

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



Speaker Types: Intelligible Voice & Tone

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

Power: Battery System

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

Comms: Advanced Communications Module (ACM)

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

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

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

Options

Yearly Maintenance: $13,981.00 per year

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

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

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

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

Exhibit B

FEDERAL CONTRACT PROVISIONS

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

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

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

(B) Affirmative steps shall include:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5. **MISCELLANEOUS PROVISIONS**

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

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

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

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

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

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

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

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

Agenda Item No.: 8.G
Mtg. Date: 06/26/2023

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

FROM: **ELAINE JENG,**

THRU: **DAVID H. READY**

SUBJECT: **APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH ENERGY SOLUTIONS COMPANY SITELOGIQ AS AN ALTERNATIVE APPROACH TO IMPLEMENT THE CITY HALL CAMPUS BACKUP POWER PROJECT IN AN AMOUNT NOT TO EXCEED $28,500, AUTHORIZE THE CITY MANGER TO EXECUTE THE AGREEMENT AND FINDING THE PROJECT CATEGORICALLY EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT**

DATE: **June 26, 2023**

BACKGROUND:
The City Hall campus was served by a diesel backup power generator, but the unit broke down 2019. In late 2020, the City Council commissioned professional expertise to provide options on providing backup power to the City Hall campus, including the Rolling Hills Community Association (RHCA) building and operations.

Between October 2020 and March 2023, the City Council reviewed the options provided by professional architectural and engineering team, assigned the project to the RHCA, reassigned the project back to city staff and finally decided to move forward with the solar panel and battery combination to supply backup power to the City Hall campus.

The architectural and engineering team that developed the solar panel and battery solution estimated the cost to install a system with the following requirements to be $250,000:

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

In March 2023, the City Council directed staff to implement the backup power project. City staff can approach the project conventionally by preparing an engineering design, and advertising the design for construction bids.

In early April 2023, an energy solutions company, SitelogIQ gave a presentation to the City Council, providing an alternate approach to deliver the backup power project. The April 2023 presentation is attached to this report.

SitelogIQ is a licensed General Contractor delivering energy infrastructure programs for State and local governments. In the April 2023 presentation, SitelogIQ discussed available funds from the Federal government, the Inflation Reduction Act (IRA) to offset local government expenditures on energy projects. An energy project involves the installation or modification for improvements of an energy-efficient or renewal energy system.

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

In the last four years, city staff has had many successes in securing grant funds, or other sources of funds for city projects to offset the use of General Fund. To deliver the backup power project, the current option is to use budget surplus or savings in the General Fund Reserves. In the approach provided by SitelogIQ, the city could potentially save on design engineering cost by sole sourcing the project to SitelogIQ, and offset General Fund expenditures having SitelogIQ assist the city in applying for the rebate provided by IRA.

Since the April 2023 presentation, SitelogIQ provided city staff with a Letter of Agreement (LOA) for consideration. The LOA outlines SitelogIQ's scope of services to develop an energy project that satisfy the city's requirements for $28,500. However, if the city enters into a contract with SitelogIQ for the implementation of the project within 60 days after presenting a proposed project, SitelogIQ's fee to develop the proposed project would be waived. Beyond the aforementioned 60 days, the fee paid would be credited toward the project's total implementation cost.

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

SitelogIQ will evaluate the City Hall campus to install solar panels, and batteries to provide backup power for City Hall and the RHCA building and operations. Additionally, SitelogIQ will also analyze the potential for energy generation measures, prepare a return-on-investment analysis, provide budgetary construction estimates, and develop the scopes of work for all energy measures.

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

DISCUSSION:

On June 12, 2023, the City Council directed staff to engage the services of SitelogIQ. The City Attorney drafted a Professional Services Agreement for the City Council's review and approval.

ENVIRONMENTAL REVIEW
The solicitation for bids did not constitute a Project as defined under the California Environmental Quality Act ("CEQA"). Further, the repair, replacement and installation of an Equestrian Fence at City Hall is exempt from CEQA pursuant to section 15301 of the CEQA Guidelines (Existing facilities) in that it will replace previously existing fencing at City Hall. Further, this action is exempt under section 15302 of the CEQA Guidelines as it consists of the replacement or reconstruction of existing structures and facilities on the same site as the replaced structures and facilities and will have the same purpose and capacity.

FISCAL IMPACT:
At the June 12, 2023 City Council meeting, the FY 2023-2024 budget was approved including an allocation of $250,000 to the City Hall campus backup power project

The initial fee of $28,500 to engage SitelogIQ for services will be funded using the $250,000 budget allocation. If the City Council decides to have SitelogIQ implement the energy project identified by SitelogIQ, the initial fee of $28,500 would be waived.

RECOMMENDATION:
Approve as presented.

ATTACHMENTS:
CA_AGR_230626_SiteLogiQ_F.pdf

CITY OF ROLLING HILLS
PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT made and entered into this 26th day of June, 2023 between the City of Rolling Hills, a municipal corporation, hereinafter referred to as "CITY" and SiteLogIQ, Inc. a California Corporation with its California office located at 1651 Response Rd, Ste 300, Sacramento, CA 95815 “CONSULTANT.”

1. RECITALS:

A. The CITY desires to contract the CONSULTANT to provide a proposal and Facility Solution agreement for the implementation of facility improvements, energy conservation, energy generation, and/or energy management services for the City Hall building/campus located at 2 Portuguese Bend Rd, Rolling Hills, CA 90274.

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

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

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

2. SCOPE OF WORK

CONSULTANT shall perform all work necessary to complete in a manner satisfactory to CITY the services set forth in the attached Exhibit “A.” The end result of the services shall include, but is not limited to, the study and design of a self-funded program, which pays for itself through expense reductions related to facility improvements, energy conservation, energy generation, and/or energy management services (“SERVICES”). CONSULTANT shall focus on a self-funded program that allows the City to scale the project. Possible project features include, but are not limited to: (i) Exterior Lighting Retrofits; (ii) Solar-Photovoltaic systems; (iii) Energy storage; (iv) Microgrid for Resiliency; and (v) Electric Vehicle Charging.

To the extent this Agreement conflicts with Exhibit “A,” this Agreement shall control.

3. COST

The CITY agrees to pay CONSULTANT for all the work contemplated by this AGREEMENT in the amount of twenty-eight thousand, five hundred dollars ($28,500). This fee includes all expenses, consisting of all local travel, attendance at meetings, printing and submission of any plans or any other documents required by the Scope of

Work. Any increase in contract amount or scope shall be approved by expressed written amendment executed by the CITY and CONSULTANT.

In the event that the CITY enters into a subsequent contract within 90 days after CONSULTANT completes its work pursuant to this AGREEMENT with CONSULTANT for the implementation of a project designed by CONSULTANT, then the fee contemplated by this section shall be waived. If the CITY enters into a contract with CONSULTANT at a later date, then the fee paid by the CITY will be credited toward the project's total implementation cost

4. METHOD OF PAYMENT

CONSULTANT shall be reimbursed no earlier than ninety (90) days of submitting an invoice to City for the SERVICES. CONSULTANT shall submit invoices electronically to the City Manager of the CITY and shall also provide a courtesy copy by U.S. Mail addressed to the City Manager of the CITY.

5. SUBCONTRACTING

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

6. COMMENCEMENT OF WORK

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

7. PERFORMANCE TO SATISFACTION OF CITY

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

8. COMPLIANCE WITH LAW

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

(A). <u>Federal Requirements</u>

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

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

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

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

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

9. ACCOUNTING RECORDS

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

10. OWNERSHIP OF DATA

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

11. TERM OF CONTRACT

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

12. TERMINATION

This contract may be terminated by either party with or without cause upon seven (7) days written notice to the other party. All work satisfactorily performed pursuant to the contract and prior to the date of termination may be claimed for reimbursement.

13. ASSIGNABILITY

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

14. AMENDMENT

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

15. NON-SOLICITATION CLAUSE

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

16. INDEMNITY

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

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

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

17. INSURANCE

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

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

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

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

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

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

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

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

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

18. ENFORCEMENT OF AGREEMENT

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

19. CONFLICTS OF INTEREST

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

20. INDEPENDENT CONTRACTOR

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

21. ENTIRE AGREEMENT OF THE PARTIES

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

22. NOTICES.

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

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

CONSULTANT: SiteLogIQ.
Attn: Josh Steeber
1651 Response Rd, Ste 300
Sacramento, CA 95815

23. GOVERNING LAW

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

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

CITY OF ROLLING HILLS

CITY MANAGER

_____
ELAINE JENG, PE

DATE:_____

CONSULTANT

_____

DATE:_____

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
PATRICK DONEGAN, CITY ATTORNEY

Exhibit A

SITELOGIC LOA

June 7, 2023

Name: Elaine Jeng
Title: City Manager
Company: City of Rolling Hills
Address: 2 Portuguese Bend Rd, Rolling Hills, CA 90274

RE: Facility Solution Project Feasibility and Letter of Agreement (LOA)

Dear Elaine Jeng:

This Letter of Agreement (LOA) is intended to briefly describe the manner in which SitelogIQ and City of Rolling Hills will work together during the project development process, as well as the obligations of each party with respect to the development process.

Client Identification: City of Rolling Hills

Facility Location(s):

- City Hall - 2 Portuguese Bend Rd, Rolling Hills, CA 90274

Area of Focus:
SitelogIQ will provide a proposal and Facility Solution agreement for the implementation of facility improvements, energy conservation, energy generation, and/or energy management services.

Scope of Services:

A. SitelogIQ will conduct a site visit to the Facility(ies) to perform a physical audit and collect data. The Client will cooperate and collaborate with SitelogIQ during this phase by providing copies of requested data, including (if available): Site and/or system drawings, historical operating data produced or recorded by existing controls or meters, manual logs, and any other data that may be pertinent to this evaluation.

B. Client will also make operational personnel available at reasonable times for in-person and telephone interviews with SitelogIQ to answer questions about existing facilities conditions, operating profile and existing equipment operation.

C. Where operational data is not available to support the analysis, SitelogIQ will utilize standard engineering practices and assumptions to provide a conservative analysis on the potential energy

savings from installing the energy conservation measures.

D. SitelogIQ will also analyze the potential for energy generation measures.

E. SitelogIQ will recommend energy management and/or on-going monitoring services.

F. For each of the targeted Energy Conservation Measures (ECMs), estimated (projected) operating costs will be calculated and then compared to existing operating costs. Existing conditions will be evaluated using data-logged or stipulated and mutually agreed operational schedules.

G. SitelogIQ will prepare a return on investment analysis (consistent with the client's preferred evaluation methods based on agreed upon Economic Criteria noted below).

H. SitelogIQ will provide budgetary construction costs estimates and a summary Scope of Work for all recommended ECMs. Cost estimates will represent a "turnkey" solution. Refer to Attachment A for the list of discussed potential ECM's to be evaluated.

I. The results will be presented to client as a recommended Scope of Work and a financial proforma (such as a Cash Flow) which will include costs and energy savings for the next 25 years with escalation of no more than 6% and including future maintenance & repair costs. As a result, *True Cost of Ownership* is presented to the client for their review and consideration.

Client Responsibilities:
In order for SitelogIQ to provide the services described in this LOA, the Client agrees to provide (or cause its energy suppliers to provide) SitelogIQ with the data requested in Attachment B. In addition, Client shall execute Attachment C ("Utility Authorization Form") to provide access to Client's Utility account information.

Development Efforts:
Client acknowledges that SitelogIQ will incur considerable expense in developing the Project. This expense includes the cost to by SitelogIQ's development team, the cost to visit the Site, and the cost to prepare the financial proforma. SitelogIQ is acting hereunder as an independent contractor and not as an agent or employee of the Client. SitelogIQ shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of the Client.

Ownership of Work:
All work products, including all proforma's, schedules, and scope of work documentation provided by SitelogIQ, will only become the property of the Client upon execution of a binding, irrevocable contract between the Client and SitelogIQ for the implementation of the ECMs proposed by SitelogIQ. Notwithstanding the foregoing, to the extent that any tangible work documentation produced by SitelogIQ contains SitelogIQ's pre-existing materials (including but not limited to templates, forms, and other SitelogIQ -created materials), SitelogIQ will remain the sole and exclusive owner of all such pre-existing materials.

Interconnection Application:

If applicable, SitelogIQ may request important Distribution System information from the local utility regarding planned solar interconnection points, **prior** to submitting an Interconnection Application during construction of a Solar Generation PV Array. The purpose is to avoid or address early in the design phase any existing utility infrastructure that may prohibit or delay the construction of a Solar Generation PV Array at any of the listed locations below.

- Rolling Hills Community Association - 1 Portuguese Bend Rd, Rolling Hills, CA 90274
- City Hall - 2 Portuguese Bend Rd, Rolling Hills, CA 90274

Complete Interconnection Application Report:
Provides a readily available level of Distribution System data.

Development Fee:
SitelogIQ will develop the Project for the firm, fixed fee of $28,500.

If applicable, Fee assumes one interconnection submittal and one review with the utility. New NEM 3.0 interconnection guidelines and available grid capacity may require additional submittals and interconnection Fees up to $3,500 per site (not included in the Service Fee). Any additional fees will be passed through to client.

In the event that the Client enters into a contract with SitelogIQ for the implementation of the ECMs within 60 days after presenting the Proposal, then SitelogIQ's Fee to develop the Proposal will be waived. If the Client enters into a contract with SitelogIQ at a later date, the Development Fee paid by the Client will be credited toward the project's total implementation cost.

If SitelogIQ cannot meet the Economic Criteria Client will not compensate SitelogIQ for its LOA fee.

Economic Criteria:
The Client has represented to SitelogIQ that Client agrees to move forward with the project if the project is shown to reduce the operational expenses at the site over the useful life of the project. The main financial objectives of the project are as follows:

1. Provide a self-funded program, which pays for itself through expense reductions and minimizes the Client's contribution and meets the requirements of California Government Code 4217.10 et seq.(Remove for C&I or outside CA)

This LOA shall be construed and enforced in accordance with the laws of the State of California without regard to principles of conflicts of law.

If you agree with the provisions set forth in this LOA, kindly sign and date the LOA below and return one fully-executed copy to my attention. Thank you again for providing SitelogIQ with the opportunity to work on this important initiative.

Acceptance of Letter of Agreement

This agreement is between The City of Rolling Hills and SitelogIQ, Inc.

Client:	SitelogIQ
Name:	Name:
Title:	Title:
Date:	Date:

Attachment A:
Potential Facility Improvement, Energy Conservation, Energy Generation, and Energy Management Measures to be considered

1. Exterior Lighting Retrofits
2. Solar-Photovoltaic systems
3. Energy storage
4. Microgrid for Resiliency
5. Electric Vehicle Charging

Attachment B:

Pre-audit Information Request

#	Must Have	Nice to Have
Utility Information		
1	Gas, Water, Oil, Other: Utility supplier and contact	all data in excel format; 3 to 5 years. Customer Access through Utility API.
2	Summary of monthly usage and cost (1 year minimum, 3 years preferred)	Utility Rate structures
4	What are the interconnection or other major electrical codes that we need to be aware of, e.g., for islanding from the utility, for connecting to a substation, etc.	Utility Meters: main & sub-meters- layout drawing, locations, areas they feed
5	What is the power rating of equipment (Volts, Amps, Hz)?	
Facility Information		
1	Age, Total building area (sq. feet.), Conditioned Area, window area, number of rooms, common facilities	Roof type & age, window type & age, any window films, etc?
2	Operation schedule, monthly occupancy data	
3	Complete set of building plans (original & as-builts); at a minimum, overall architectural plan, main mechanical schedule, electrical single-line diagram;	Please scan & pdf all the building as-built drawings.
4	Any problems regarding guest comfort (humidity, hot/cold areas, mold, etc.)	Equipment Maintenance logs & schedule (indicate recurring problems)
5	Any major renovation projects in the last 3 years? Or plans to renovate	Air balance report, Facility Assessment Plan

Exhibit B

FEDERAL CONTRACT PROVISIONS

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

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

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

(B) Affirmative steps shall include:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5. **MISCELLANEOUS PROVISIONS**

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

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

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

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

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

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

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

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

Agenda Item No.: 8.H
Mtg. Date: 06/26/2023

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

FROM: **ELAINE JENG,**

THRU: **DAVID H. READY**

SUBJECT: **DIRECT STAFF TO PREPARE A SECOND AMENDMENT TO THE LEASE AGREEMENT WITH THE ROLLING HILLS COMMUNITY ASSOCIATION TO MAINTAIN THE CURRENT LEASE AMOUNT OF $5,749.25 PER MONTH**

DATE: **June 26, 2023**

BACKGROUND:
The offices of the City of Rolling Hills and the Rolling Hills Community Association (RHCA) co-locate on the City Hall campus. The campus is owned by the City of Rolling Hills and to occupy the space on the campus, the terms of the shared space have historically been defined by a lease agreement. Additionally, historically the lease agreement discussed the use of the other city owned properties in the community (riding rings, Storm Hill park, and tennis courts).

The current lease agreement with the RHCA was executed in 2018 for a ten year term to 2028. Via the lease agreement, the RHCA agreed to pay the city rent for the use of the RHCA building on the City Hall campus. In 2018, the monthly rent was $6,998.

In 2020, the monthly rent was reduced to $5,749.25 for the period between July 1, 2020 to June 30, 2023 by the way of the first amendment to the 2018 lease agreement. Additionally, paragraph 8 of the 2018 lease agreement was modified speaking to the requirement that traffic control devices including pavement markings and striping altered by the RHCA must be restored by the RHCA.

DISCUSSION:
Per the first amendment to the lease agreement executed in 2020, the monthly rent would go back to $6,998 starting July 1, 2023 to the end of the term in 2028. RHCA Manager Kristen Raig contacted staff in May 2023 and inquired if the city wanted to continue with the changes made to the lease agreement in 2020.

Staff recommends that the City Council continue to charge the RHCA $5,749.25 per month for rent for the remainder term of the lease agreement. If the City Council approves staff's

recommendation, staff will work with the City Attorney to present a second amendment to the lease agreement at the July 10, 2023 City Council for approval.

FISCAL IMPACT:
The difference between a monthly rent of $6,998 and $5,749.25 is $1,248.74 per month or $14,985 over a twelve month period.

The first amendment to the lease agreement would require the RHCA to restore traffic control devices in the community if altered by the RHCA. Prior to 2020, and prior to this provision being in the lease agreement, the city addressed traffic control needs within the limits of the city. While there would be a reduction in revenue to the city, there would also be savings in expenditures relating to traffic control devices.

RECOMMENDATION:
Approve as presented.

ATTACHMENTS:
RHCA 2018-2028_SignedAgreement.pdf
CA_AGR_200717_FirstAmendment_RoadStriping_E.pdf

CITY OF ROLLING HILLS

LEASE AGREEMENT

This Lease ("Lease") is made and executed as of this 14th day of May, 2018, by and between the City of Rolling Hills (the "City"), a municipal corporation, and the Rolling Hills Community Association of Rancho Palos Verdes (the "Association"), a California non-profit corporation.

Recitals

A. City and Association were parties to a now expired lease dated June 17, 1993, as amended by an amendment to the lease dated November 13, 2000, covering the Building, Hesse's Gap Riding Ring, Tennis Courts, and Parking Area (as herein defined).

B. City and Association are parties to another lease dated June 1, 2003, as amended by four (4) amendments on April 1, 2007; April 1, 2010; June 1, 2013; and June 26, 2017, by which City leased the Premises (as herein defined) to Association. This lease expires on May 31, 2018.

C. City and Association desire to enter into this Lease, effective as of the Commencement Date as specified below, and thereby supersede all other leases.

NOW, THEREFORE, the parties hereto agree as follows:

1. FUNDAMENTAL LEASE PROVISIONS:

(a) Time:

(i) Lease Term: 120 months.

(ii) Commencement Date: June 1, 2018

(iii.) Expiration Date: May 31, 2028.

(b) Rent: $6,998.00 per month for the ten-year lease period.

(c) Use of Premises: The Premises shall be used as follows:

(i) The "Building" shall be used by Association for its administration and for meetings of the Association and its board and members,

and other purposes compatible with the use for which it was designed.

(ii) The "Hesse's Gap Riding Ring" and the "Clif Hix Riding Ring" shall be used for riding ring purposes, and other purposes compatible with the use for which they were designed.

(iii) The "Tennis Courts" shall be used for playing recreational tennis, and other purposes compatible with the use for which they were designed.

(iv) The "Parking Areas" shall be used by Association only for parking of vehicles by Association, its employees, guests, board members, and invitees, and for pedestrian and vehicular ingress and egress.

(v) The "Storm Hill Park" shall be used as a passive park for such activities as hiking, picnicking, horseback riding, walking, and jogging. Additional uses must be approved by the City and consistent with the City's goals of low intensity and equestrian uses.

(d) Address for Payments of Rent and Notices:

To City:	No. 2 Portuguese Bend Road Rolling Hills, California 90274 Attn: City Manager
To Association:	No. 1 Portuguese Bend Road Rolling Hills, California 90274 Attn: Community Association Manager

2. PREMISES. In consideration of the Association's payment of the rent, and the performance of covenants and conditions herein contained, City hereby leases to Association, and Association hereby hires from City, upon the terms and conditions set forth herein, the following real property and improvements (herein referred to as the "Premises"). The Premises consist of the following:

(a) The building improved thereon (herein referred to as the "Building"), located at No. 1 Portuguese Bend Road, Rolling Hills, California 90274.

(b) The undivided right to use in common with City one-half (1/2) of the parking spaces improved on the real property identified as the Parking

Area (the "Parking Area"), located between the Building and the City Hall building at No. 2 Portuguese Bend Road, Rolling Hills, California 90274, together with all roads and walkways to and from the Parking Area for pedestrian and vehicular ingress and egress.

(c) The Caballeros Riding Ring at Hesse's Gap Riding Ring (the "Hesse's Gap Riding Ring"), located at Poppy Trail and Portuguese Bend Road, Rolling Hills, California 90274.

(d) The Clif Hix Riding Ring (the "Clif Hix Riding Ring"), located at the end of Buggy Whip Drive, Rolling Hills, California 90274.

(e) The undivided right to use in common with City the Tennis Courts (the "Tennis Courts"), located at Portuguese Bend Road and Palos Verdes Drive North, Rolling Hills, California 90274.

(f) The Storm Hill Park ("Storm Hill Park"), an approximately eight (8) acre park identified as Assessors Parcel Number 7570-024-900 approved and recorded in Parcel Map Number 26356.

3. TERM. The term of this Lease shall be that period set forth in Section 1(a)(i) hereof. The term shall commence on the Commencement Date set forth in Section 1(a)(ii) hereof, and shall expire on the date set forth in Section 1(a)(iii) hereof. Effective as of the Commencement Date, the prior leases identified in Recitals A and B shall be deemed terminated and of no further force or effect, except for the indemnity obligations described therein, and except for any accrued, unpaid rent, or other charges, which shall survive such termination.

4. RENT. Association shall pay City monthly in advance, without deduction or offset, as rent, $6,998.00.

5. CONDITION AND ACCEPTANCE OF PREMISES. Association hereby accepts the Premises, including but not limited to the Building, in their condition existing as of the date hereof, subject to all applicable zoning, municipal, county, and state laws, ordinances, and regulations governing and regulating the use of the Premises, and any covenants or restrictions of record, and accepts this Lease subject thereto and to all matters disclosed thereby and by any exhibits attached hereto. Association acknowledges that neither City nor City's agents have made any representation or warranty as to the present or future suitability of the Premises, including but not limited to the Building, for Association's intended use thereof, nor has City agreed to undertake any modification, alteration, or

improvement to the Premises, including but not limited to the Building, except as provided in this Lease.

6. TAXES. Association shall pay to the appropriate taxing authority all real property taxes, assessments (general, special, ordinary or extraordinary) possessory interest taxes, license fees, improvement bond or bonded indebtedness, levy or tax, and any personal property taxes attributable to personal property at the Premises, if any are applicable to Association or the Premises, or Association's interest therein, accruing during the term of this Lease. All such payments shall be made at least ten (10) days prior to the delinquency date of such payment. Association shall promptly furnish City with satisfactory evidence that such taxes have been paid. Association may lawfully contest, by appropriate proceedings at Association's sole cost and expense, any taxes or assessments, and may defer payments of the same during any appeal, provided such defense does not adversely affect City's interest in the Premises. If any such taxes paid by Association shall cover any period of time prior to or after the expiration of the term hereof, Association's obligation for such taxes shall be equitably prorated to cover only the period of time within the tax fiscal year during which this Lease shall be in effect, and City shall reimburse Association to the extent required. If Association shall fail to pay any such taxes, City shall have the right to pay the same, in which case Association shall repay such amount to City with Association's next rent installment, plus any damages caused by such failure.

7. USE OF PREMISES.

(a) The Premises shall be used and occupied by Association for the purposes described in Section 1(c) hereof, and for such other uses that are not incompatible with the primary uses set forth in Section 1(c).

(b) Association shall, at Association's expense, comply promptly with all applicable statutes, ordinances, rules, regulations, orders, covenants and restrictions of record, and requirements in effect during the term or any part of the term hereof, regulating the use by Association of the Premises, including but not limited to the Building. Association shall not use nor permit the use of the Premises in any manner that will tend to create waste or a nuisance.

8. ALTERATIONS. Except for interior, nonstructural, nonsystemic alterations or additions not cumulatively costing in excess of Ten Thousand Dollars ($10,000.00) in any calendar year, Association shall not make or allow any other alterations, additions, or improvements in or to the Premises, including but not limited to the Building, without City's prior written consent, and then only by

contractors or mechanics approved in advance in writing by City, which shall not unreasonably withhold consent. In each instance where Association requires City's approval of an alteration, Association shall furnish City with plans showing the proposed alteration to the Premises, including but not limited to the Building. Association covenants and agrees that all work done by or pursuant to the direction and instruction of Association shall be performed in full compliance with all laws, rules, orders, ordinances, directions, regulations, and requirements of all governmental agencies, offices, departments, bureaus, and boards having jurisdiction, and in full compliance with the rules, orders, directions, regulations, and requirements of the Insurance Service Office, and of any similar body. Before commencing any work, Association shall give City at least five (5) days written notice of the proposed commencement of such work and shall, if required by City, secure at Association's own cost and expense, a completion and lien indemnity bond, satisfactory to City, for said work. City shall have the right at all times to post notices of non-responsibility on the Premises and record verified copies thereof in connection with all work of any kind upon the Premises. Notwithstanding the foregoing, Association shall not make any alterations or additions whatsoever to the Parking Areas without City's prior written consent, which may be withheld in City's sole discretion.

9. MAINTENANCE AND REPAIRS.

(a) Except as herein specifically provided to the contrary, Association shall at Association's sole cost and expense keep and maintain the Premises, including but not limited to the Building, clean and in good condition and repair. Damage thereto from causes beyond the reasonable control of Association and ordinary wear and tear is excepted. Association shall also:

(i) Keep the Premises, including the Parking Area, free of litter and debris and shall regularly clear all drain catch basins of debris.

(ii) Maintain all landscaping (except in the Parking Area and Tennis Courts).

(iii) Perform all sprinkler repairs or modifications, necessary painting repairs of structures (including fencing), necessary lighting, electrical, or plumbing repairs, and weed abatement (excluding the Parking Area and Tennis Courts), as required by the Los Angeles County Fire Department.

(iv) Repair and maintain the roof and structural portions of the Building and building systems. City shall not be liable or have

responsibility for any repairs or maintenance to the Building or the Premises, including the septic tanks servicing the Building and the guard station, except as specifically provided herein to the contrary.

(v) Provide the services of one (1) maintenance worker to perform five (5) hours of maintenance and repair work around the Premises per month for the term of the Lease. Association shall make the maintenance worker available to City such that he or she may perform the following services:

a. Removal of downed tree limbs;
b. Unclogging Parking Area drains;
c. Power washing concrete walkways;
d. Performing small painting projects;
e. Repairing three (3) rail fences;
f. Repairing any damaged, cracked, or broken asphalt;
g. Spreading woodchips around Parking Area planters;
h. Replacing exterior lights on Premises;
i. Cleanup of debris around the Premises, as necessary; and
j. Any other similar tasks which a handyman would normally perform.

Any unused portion of the five (5) hours per month allotted to the City for maintenance and repair work shall carry over to the following month and may accumulate; similarly, City may deliberately accrue unused time in order to apply it towards larger projects. Any services requested shall be performed as soon as reasonably possible pursuant to the availability of maintenance staff, and in no event more than ten (10) days after the request for services is first made by the City. Following any aforementioned maintenance work, Association shall submit to the City per month, as applicable, a document detailing the scope of work including, but not limited to, any costs attributable to the City, the specific tasks performed, the hours expended per task, any supplies or materials used, and any extra assistance utilized in the performance of the requested task.

(vi) Upon termination of the Lease, Association shall surrender the Premises to City in the same condition as when Association's occupation of the Premises commenced, ordinary wear and tear

and damage from causes beyond the reasonable control of Association excepted.

Association waives the right to make repairs at City's expense under Subsection 1 of Section 1932, Sections 1941 and 1942 of the California Civil Code, or any other such law, statute, or similar ordinance now or hereafter in effect.

Subject to the provisions of Section 16 hereof, all damage or injury to the Premises, including but not limited to the Building, caused by the act or negligence of Association, its employees, agents, or visitors, shall promptly be repaired by Association at its sole cost and expense, to the reasonable satisfaction of City. After first giving Association an opportunity to do so, City may make any repairs which are not promptly made by Association and charge Association the cost thereof as additional rent.

Notwithstanding anything provided herein to the contrary, City shall be solely responsible for performing all repairs and maintenance to the Parking Area, but Association shall reimburse City, within 10 days after receipt of a written demand therefore, for one-half (1/2) of the costs incurred by City in repairing and maintaining the Parking Areas, or for performing any alterations or additions to the Parking Areas. Moreover, so long as City uses the Tennis Courts, City agrees to reimburse Association for one-half (1/2) of the costs incurred by Association in repairing and maintaining the Tennis Courts. Finally, City shall, at City's sole cost and expense, provide weekly landscape maintenance to the Parking Areas and Tennis Courts.

Notwithstanding anything provided herein to the contrary, Association shall be solely responsible for performing all maintenance of the equestrian facilities subject to this Lease, but City shall reimburse Association, within 10 days after receipt of a written demand therefore, for one-half (1/2) of the costs incurred by Association in maintaining the equestrian facilities, not to exceed Five Thousand Dollars ($5,000.00) per year.

(b) If the Insurance Services Office or any other similar body or bureau department or official of the state, county, or city government or any governmental authority having jurisdiction, require that any changes, modifications, replacements, alterations, or additional equipment be made

or supplied in or to any sprinkler system, heat, or smoke detection system or any other so called life-safety system by reason of Association's use of the Premises, or the location of partitions, trade fixtures, or other contents of the Premises, or if any such changes, modifications, replacements, alterations, or additional equipment become necessary to prevent the imposition of a penalty or charge against the full allowance for any such system in the insurance rate as fixed by said Office or by any insurance company, Association shall, at Association's cost and expense, make and supply such changes, modifications, replacements, alterations, or additional equipment; provided, however, if such requirements are of a capital nature, Association shall have the option to terminate this Lease in lieu of constructing such improvements.

10. LIENS. Association shall keep the Premises, including the Building, and the property upon which the Premises are situated, free from any liens arising out of the work performed, materials furnished, or obligations incurred by Association. Association further covenants and agrees that should any mechanic's lien be filed against the Premises, including but not limited to against the Building, for work claimed to have been done for or materials claimed to have been furnished to Association, said lien will be discharged by Association, by bond or otherwise, within ten (10) days after the filing thereof, at the cost and expense of Association.

11. UTILITIES. The Association shall be responsible for the costs of the utilities to the Building and other leased Premises, including, Hesse's Gap Riding Ring, Clif Hix Riding Ring and Storm Hill Park. The City shall be responsible for the costs of the utilities to its Building, the City Hall Parking areas and the Tennis Courts.

12. RIGHT OF ENTRY BY CITY. City and its agents shall have the right to enter the Premises, including the Building, at all reasonable times upon prior reasonable notice to Association for the purpose of examining or inspecting the same, or in the case of an emergency. City shall invite Association to have a representative of Association accompany City in any such inspection, but if Association shall not personally be present to open and permit an entry into the Premises, including but not limited to the Building, at any time when such an entry by City is necessary by reason of emergency, City may enter by means of a master key or pass key or may enter forcibly, without liability to Association except for any failure to exercise due care for Association's property, and any such entry by City shall not under any circumstances be construed or deemed to be a forcible or unlawful entry into, or a detainer of, the Premises, or an eviction of Association from the Premises or any portion thereof.

13. INDEMNIFICATION AND WAIVER. Association hereby agrees to indemnify, protect, and hold City harmless against and from any and all liabilities and claims of damages or injury arising from Association's use of the Premises, the Building and adjacent Parking Areas, or from any activity, work, or thing done, permitted or suffered by Association in the Premises, Building, and adjacent Parking Areas, and shall further indemnify, protect, and hold harmless City against and from any and all liability for claims arising from any breach or default in the performance of any obligation on Association's part to be performed under the terms of this Lease, or arising from any act, neglect, fault, or omission of the Association, or of its agents, employees, visitors, invitees, or licensees, and from and against all costs, attorneys' fees, expenses, and liabilities incurred in or about any such claim, action, or proceeding brought thereon; and in case any action or proceeding is brought against City by reason of such claim, Association, upon notice from City, shall defend the same at Association's expense by counsel reasonably satisfactory to and approved by City. Association, as a material part of the consideration to City, hereby assumes all risk of damage to Association's property or injury to Association's employees, agents, visitors, invitees, and licensees in or upon the Premises, including the Building and Parking Areas, and Association hereby waives all claims in respect thereof, from any cause whatsoever, against City. City shall not be liable to Association for any damage therefrom to Association or Association's property from any cause beyond City's reasonable control. Association hereby agrees that in no event shall City be liable for any consequential damages.

14. INSURANCE.

(a) At all times during the term hereof, Association shall maintain in effect policies of Property Insurance, including fire and extended coverage insurance providing coverage for the following: (i) the Building, Hesse's Gap Riding Ring, Clif Hix Riding Ring, Tennis Courts, Storm Hill Park, and leasehold improvements (including any alterations, additions, or improvements as may be made by Association pursuant to provisions hereof), and (ii) trade fixtures and other personal property, on or upon the Premises, in an amount not less than one hundred percent (100%) of their actual replacement cost during the term of this Lease. The Property Insurance shall provide protection against any peril included within the classification "Fire and Extended Coverage" together with insurance against vandalism, malicious mischief, earthquakes, and special extended perils ("all risk" as the term is used in the insurance industry). Proceeds of such insurance shall be used for the repair or replacement of the property so insured. Upon termination of this Lease following a casualty as set

forth herein, the proceeds under (ii) above shall be paid to Tenant, and the balance shall be paid to Landlord.

(b) Association shall, at all times during the term hereof and at its own cost and expense, procure and continue in force comprehensive General Liability Insurance for bodily injury and property damage, adequate to protect City against liability for injury to or death of any person, arising in connection with the Premises. Such insurance at all times shall be in an amount of not less than a combined single limit of Five Million Dollars ($5,000,000), insuring against any and all liability of the insured with respect to said Premises or arising out of the use or occupancy thereof.

(c) All insurance required to be carried by Association hereunder shall be issued by responsible insurance companies possessing a Best's rating of no less than A-:VII, qualified to do business in the State of California, and reasonably acceptable to City. Each policy shall name City an additional insured, and copies of all policies or certificates of insurance evidencing the existence and amounts of such insurance shall be delivered to City by Association. No such policy shall be cancelable except after thirty (30) days prior written notice to City. Association shall furnish City with renewals or "binders" of any such policy at least thirty (30) days prior to the expiration thereof. Association agrees that if Association does not take out and maintain such insurance, City may (but shall not be required to) procure said insurance on Association's behalf and charge the Association the premiums, payable upon demand.

(d) Not less often than every three (3) years during the term of this Lease, Association and City shall agree in writing on the full replacement cost of the Premises pursuant to this Section. If, in the reasonable opinion of City, the amount or type of public liability and property damage insurance coverage, or any other amount or type of insurance at that time is not adequate or not provided for herein, Association shall either acquire or increase the insurance coverage as required by either City or City's lender.

15. WAIVERS OF SUBROGATION. Each of the parties hereby waives any and all rights of recovery against the other or against any other tenant or occupant of the Premises, or against the officers, employees, agents, representatives, customers, and business visitors of such other party or of such other tenant or occupant of the Premises, for loss or damage to such waiving party or its property or the property of others under its control, arising from any cause insured against under the standard form of property insurance policy with all permissible extensions and endorsements covering extended perils or under any other policy of insurance

carried by such waiving party in lieu thereof, to the extent such policies then in force permit such waiver.

16. DAMAGE OR DESTRUCTION.

(a) In the event the Premises, including but not limited to the Building, are damaged by any casualty, Association shall be responsible for repairing such damage and restoring the Premises, including but not limited to the Building, except in the following circumstances:

(i) The repair or restoration thereof, in City's opinion, cannot be completed within one hundred eighty (180) days of commencement of repair or restoration; or

(ii) The repair or restoration is not covered by insurance, or the estimated cost thereof exceeds by fifty percent (50%) the insurance proceeds available for repair or restoration plus any amount which Association is obligated or elects to pay for such repair or restoration; or

(iii) The estimated cost of repair or restoration of the Premises exceeds fifty percent (50%) of the full replacement cost of the Building; or

(iv) The Building cannot be restored except in a substantially different structural or architectural form than existed before the damage and destruction.

In any of these events, either City or Association shall have the option to either terminate this Lease or to repair or restore the Premises, including but not limited to the Building. In the event that either party elects to terminate this Lease, the terminating party shall give notice to the other within sixty (60) days after the occurrence of such damage, terminating this Lease as of the date specified in such notice, which date shall not be more than thirty (30) days after the giving of such notice. In the event such notice is given, this Lease shall expire and all interest of Association in the Premises shall terminate on the date specified in the effective notice.

(b) Upon any termination of this Lease under any of the provisions of this Article, the parties shall be released thereby, without further obligation to the other, from the date possession of the Premises is surrendered to the City, except for items which have theretofore accrued and are then unpaid.

(c) If this Lease is terminated by either party as provided hereunder, Association shall deliver and assign to City all proceeds of insurance payable on the policies of insurance that Association is required to carry hereunder.

(d) The provisions of Section 1932, Subdivision 2, and Section 1933, Subdivision 4, of the Civil Code of the State of California, including any amendments thereto and any other law which may hereinafter be in force during the term of this Lease which authorizes the termination of the Lease upon the partial or complete destruction of the Premises, are hereby waived by Association.

17. EMINENT DOMAIN. If the whole or part of the Premises shall be taken or shall substantially interfere with Association's use and occupancy, under power of eminent domain, or sold, transferred, or conveyed in lieu thereof, either Association or City may terminate this Lease as of the date of such condemnation or as of the date possession is taken by the condemning authority, whichever date occurs later. No award for any partial or entire taking shall be apportioned, and Association hereby assigns to City any award which may be made in such taking or condemnation, together with any and all rights of Association now or hereafter arising in or to the same or any part thereof; provided, however, that nothing contained herein shall be deemed to give City any interest in or require Association to assign to City any award made to Association for the taking of personal property and fixtures belonging to Association and removable by Association at the expiration of the term hereof, as provided hereunder, or for the interruption of, or damage to Association's business or for Association's relocation expenses recoverable against the condemning authority. Nothing contained herein shall be construed as a waiver of the City's right to condemn the Premises.

18. DEFAULT.

(a) Any of the following events shall constitute a default under this Lease by Association:

(i) Association's failure to pay any rent or other charges on their due date and the continuation of such delinquency for 15 consecutive days after written notice thereof from City;

(ii) Association's abandonment of the Premises;

(iii) Except as expressly permitted under this Lease, any attempted conveyance, assignment, mortgage, or subletting of this Lease;

(iv) Association's general assignment or arrangement for the benefit of creditors; the filing by or against Association of a petition to have Association adjudged bankrupt or a petition for reorganization or arrangement under any law relating to bankruptcy and the failure of Association, or Association's trustee-in-bankruptcy (as the case may be) to assume this Lease within sixty (60) days after the date of the filing of the petition, (or within such additional time as the court may fix for cause within such sixty (60) day period), or the rejection of this Lease by Association or the trustee of Association during such sixty (60) day period; the taking of any action at the corporate level by Association to authorize the filing of a petition-in-bankruptcy on behalf of Association; the appointment by a court other than a bankruptcy court of a trustee or receiver to take possession of substantially all of Association's assets located at the Premises or of Association's interest in this Lease unless possession is restored to Association within thirty (30) days;

(v) If Association shall be adjudicated insolvent pursuant to the provisions of any present or future insolvency law under the laws of the State of California, or if any proceedings are filed by or against Association under the United States Bankruptcy Code (11 U.S.C. §101 et seq.), or any similar provisions of any future federal bankruptcy law, or if a receiver or a trustee of the property of Association shall be appointed under California law by reason of Association's insolvency or inability to pay its debts as they become due or otherwise; or if any assignment shall be made of Association's property for the benefit of creditors under California law;

(vi) The failure by Association to observe or perform any covenant, condition, or provision in this Lease not already specifically mentioned in this Section , where such failure is material and continues for thirty (30) days after written notice from City notifying Association of such failure; provided, however that if the nature of Association's default is such that more than thirty (30) days are reasonably required for its cure, then Association shall not be deemed to be in default if Association commenced to cure such default within said 30-day period and thereafter diligently prosecutes such cure to completion.

(vii) In the event of any default by Association, City may promptly or at any time thereafter, upon notice and demand and without limiting City in the exercise of any other right or remedy which City may have by reason of such default or breach, terminate Association's right to possession of the Premises by any lawful means, in which case this Lease shall terminate and Association shall immediately surrender possession of the Premises to City. In such event, City shall be entitled to recover from Association any amount provided by California Civil Code Section 1951.2, plus any other amount necessary to compensate City for all detriment proximately caused by Association's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom, including, but not limited to, the cost of recovering possession of the Premises, expenses of reletting (including advertising), brokerage commissions and fees, costs of putting the Premises in good order, condition and repair, including necessary renovation and alteration of the Premises including the Building, reasonable attorney's fees, court costs, all costs for maintaining the Premises including the Building, all costs incurred in the appointment of and performance by a receiver to protect the Premises including the Building or City's interest under the Lease, and any other reasonable cost; or pursue any other remedy now or hereafter available to City under the laws or judicial decisions of the State of California.

(viii) Even though Association may have breached this Lease and abandoned the Premises, at City's option this Lease shall continue in effect for so long as City does not terminate Association's right to possession, and City may enforce all of its rights and remedies hereunder, including the right to recover rent as it comes due under this Lease, and in such event City will permit Association to sublet the Premises or to assign its interest in the Lease, or both, with the consent of City, which consent will not unreasonably be withheld provided the proposed assignee or sublessee is reasonably satisfactory to City as to credit and will occupy the Premises for the same purposes specified herein. For purposes of this subsection (c), the following shall not constitute a termination of Association's right to possession: (i) acts of maintenance or preservation or efforts to relet the Premises; or (ii) the appointment of a receiver under the initiative of City to protect City's interest under this Lease.

19. ASSIGNMENT AND SUBLETTING.

(a) Association acknowledges that the Premises are uniquely beneficial to the Association. Therefore, Association shall not assign or transfer this Lease, or any interest therein, and shall not sublet the Premises or any part thereof, or any right or privilege appurtenant thereto, or suffer any other person (the invitees, agents, and servants of Association excepted) to occupy or use the Premises, or any portion thereof, or agree to any of the foregoing, without in each case first obtaining the written consent of City, which may be granted or withheld in City's sole and absolute discretion. Any such assignment, transfer, pledge, hypothecation, encumbrance, sublease or occupation of, or the use of the Premises by any other person without such consent, shall be void. Neither this Lease nor any interest of Association herein shall be assignable by operation of law, without the written consent of City. Any consent to any assignment, transfer, pledge, hypothecation, encumbrance, sublease, or occupation or use of the Premises by any other person which may be given by City shall not constitute a waiver by City of the provisions of this Section or a release of Association from the full performance by it of the covenants herein contained.

(b) Each permitted assignee, transferee, or sublessee, other than City, shall assume and be deemed to have assumed this Lease and shall be and remain liable jointly and severally with Association for the payment of the rent and for the due performance or satisfaction of all of the provisions, covenants, conditions, and agreements herein contained on Association's part to be performed or satisfied. No permitted assignment shall be binding on City unless such assignee or Association shall deliver to City a counterpart of such assignment which contains a covenant of assumption by the assignee, but the failure or refusal of the assignee to execute such instrument of assumption shall not release or discharge the assignee from its liability as set forth above.

20. ESTOPPEL CERTIFICATES. Association shall at any time, upon not less than ten (10) days' prior written notice from City, execute, acknowledge, and deliver to City a statement in writing certifying, affirming, or confirming certain information including, without limitation, that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease, as so modified, is in full force and effect) and the dates to which the rental, if any, and other charges, if any, are paid in advance, and acknowledging that there are not, to Association's knowledge, any uncured defaults on the part of City hereunder, and no events or conditions then in

existence which, with the passage of time or notice or both, would constitute a default on the part of City hereunder, or specifying such defaults, events, or conditions, if any are claimed. It is expressly understood and agreed that any prospective purchaser or encumbrancer of all or any portion of the Premises or of the real property of which it is a part shall be entitled to rely upon any such statement. Association's failure to deliver such statement within such time shall, at the option of City, constitute a material breach or default under this Lease. If such option is not so exercised by City (and despite any later delivery by Association of such statement), Association's failure to deliver same in a timely manner shall be conclusive upon Association that (i) this Lease is in full force and effect without modification except as may be represented by City; (ii) there are no uncured defaults in City's performance; and (iii) not more than two (2) months' rental has been paid in advance.

21. INTEREST ON PAST DUE OBLIGATIONS. Except as otherwise expressly provided in this Lease, any amount due from Association to City hereunder which is not paid when due shall bear interest at the highest rate then allowed to be changed by non-exempt lenders under the usury laws of the State of California from the date due until the date paid.

22. ARBITRATION. In the event that the parties have failed for a period of sixty (60) days to reach agreement on any controversies, claims, and matters of difference, the parties agree to submit such controversies, claims, and matters of difference to arbitration according to the rules and practices of the American Arbitration Association in force. This submission and agreement to arbitrate shall be specifically enforceable. There shall be three (3) arbitrators who shall be residents of the City and members of the Association. One (1) arbitrator shall be appointed by the City, one (1) by the Association, and those two (2) shall select the third arbitrator. A decision agreed on by two (2) of the arbitrators shall be the decision of the arbitration panel. The parties agree to abide by all awards rendered in such proceedings. Such awards shall be final and binding and there shall be no appeal therefrom.

23. CITY'S DEFAULTS. City shall not be deemed to be in default in the performance of any obligation required to be performed by it hereunder unless and until it has failed to perform such obligation for thirty (30) days after written notice by Association to City specifying wherein City has failed to perform such obligation; provided, however, that if the nature of City's obligation is such that more than thirty (30) days are required for its performance then City shall not be deemed to be in default if it shall commence such performance within such thirty (30)-day period and thereafter diligently prosecute or pursue the same to completion. In no event shall Association have the right to terminate this Lease as

a result of Association's default, and Association's remedies shall be limited to damages or an injunction.

24. HOLDING OVER. Should Association, with or without City's written consent, hold over after the termination of this Lease, such possession by Association shall be deemed to be a month-to-month tenancy terminable by thirty (30) days' notice given at any time, upon each and all of the terms herein provided as may be applicable to a month-to-month tenancy and any such holding over shall not constitute an extension of this Lease. The foregoing provisions of this Article are in addition to and do not affect City's right of re-entry or any other rights of City hereunder or as otherwise provided by law. If Association fails to surrender the Premises upon the expiration of this Lease despite demand to do so by City, Association shall indemnify and hold City harmless from all losses or liability, including without limitation, any claim made by any succeeding tenant or entity founded on or resulting from such failure to surrender, and any loss of rent from prospective tenant or entity.

25. WAIVER. No delay or omission in the exercise of any right or remedy by either party to this Lease on the occurrence of any default by the other party to this Lease shall impair such a right or remedy or be construed as a waiver. The receipt and acceptance by City of delinquent rent shall not constitute a waiver of any other default; it shall constitute only a waiver of timely payment for the particular rent payment involved. No act or conduct of City, including, without limitation, the acceptance of the keys to the Premises, shall constitute an acceptance of the surrender of the Premises by Association before the expiration of the term. Only written notice from City to Association shall constitute acceptance of the surrender of the Premises and accomplish a termination of the Lease. City's consent to or approval of any act by Association requiring City's consent or approval shall not be deemed to waive or render unnecessary City's consent to or approval of any subsequent act by Association. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of the Lease.

26. FORCE MAJEURE. Whenever a day is appointed herein on which, or a period of time is appointed within which, either party hereto is required to do or complete any act, matter, or thing, the time for the doing or completion thereof shall be extended by a period of time equal to the number of days on or during which such party is prevented from, or is unreasonably interfered with, the doing or completion of such act, matter, or thing because of strikes, lock-outs, embargoes, unavailability of labor or materials, wars, insurrections, rebellions, civil disorder, declaration of national emergencies, acts of God, or other causes beyond such party's reasonable control (financial inability excepted); provided,

however, nothing contained in this Section shall excuse Association from the prompt payment of any rental or other charge required of Association hereunder, except as specifically provided in Section hereof to the contrary.

27. MISCELLANEOUS.

(a) Any provision of this Lease which shall prove to be invalid, void, or illegal shall in no way affect, impair, or invalidate any other provision hereof and such other provisions shall remain in full force and effect.

(b) In the event of any litigation between Association and City, to enforce any provision of this Lease or any right of either party hereto, or to secure a judicial determination of any right or obligation of either party hereto, the unsuccessful party in such litigation shall pay to the successful party all reasonable costs and expenses, including reasonable attorneys' fees, incurred therein. Moreover, if either party hereto without fault is made a party to any litigation instituted by or against any other party to this Lease, such other party shall indemnify City or Association, as the case may be, against and save it harmless from all costs and expenses, including reasonable attorneys' fees, incurred by it in connection therewith.

(c) Time is of the essence hereunder.

(d) The section captions contained in this Lease are for convenience and do not in any way limit or amplify any term or provision of this Lease and shall have no effect on its interpretation.

(e) The terms "City" and "Association" as used herein shall include the plural as well as the singular, and the neuter shall include the masculine and feminine genders. The obligations herein imposed upon Association shall be joint and several as to each of the persons, firms, or corporations of which Association may be composed.

(f) This Lease and the exhibits and any rider or addendum attached hereto constitute the entire agreement between the parties hereto with respect to the subject matter hereof, and no prior agreement or understanding pertaining to any such matter shall be effective for any purpose. No provision of this Lease may be amended or supplemented except by an agreement in writing signed by the parties hereto or their successors in interest.

(g) This Lease shall be interpreted and enforced in accordance with the laws of the State of California, which shall apply in all respects, including statutes of limitation, to any disputes or controversies arising out of or pertaining to this Lease.

(h) Upon Association's observing and performing all of the covenants, conditions, and provisions on Association's part to be observed and performed hereunder, Association shall have quiet possession of the Premises for the entire term hereof, subject to all of the provisions of this Lease.

(i) Except as otherwise provided in this Lease, all of the covenants, conditions, and provisions of this Lease shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors, and assigns.

(j) Any notice required or permitted to be given hereunder shall be in writing and may be given by personal delivery or by certified mail, return receipt requested, addressed to Association or to City at the addresses provided in Section 1(d) hereof. Either party may by proper notice to the other specify a different address for notice purposes.

(k) The text of this Lease shall be construed, in all respects, according to its fair meaning, and not strictly for or against either City or Association.

(l) This Lease shall not be recorded, except that if City requests Association to do so, the parties shall execute a memorandum of this Lease in recordable form and Association shall execute and deliver to City on the expiration or termination of this Lease, immediately on City's request, a quitclaim deed to the Premises, in recordable form, designating City as transferee. All expenses incurred shall be borne by City.

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the day and year first above written.

CITY OF ROLLING HILLS

Patrick Wilson,
MAYOR

ATTEST:

Yvette Hall,
City Clerk

ROLLING HILLS COMMUNITY ASSOCIATION OF RANCHO PALOS VERDES

PRESIDENT

CITY OF ROLLING HILLS

FIRST AMENDMENT TO LEASE AGREEMENT

This First Amendment to the Lease Agreement ("First Amendment") is made and executed as of this 17 day of July, 2020, by and between the City of Rolling Hills (the "City"), a municipal corporation, and the Rolling Hills Community Association of Rancho Palos Verdes (the "Association"), a California non-profit corporation.

Recitals

A. City and Association are parties to a lease dated May 14, 2018 (the "Lease"), by which City leases the Premises (as therein defined) to Association.

B. City and Association desire to amend the Lease to adjust the amount of the rent and to clarify Association obligations.

NOW, THEREFORE, the parties hereto agree as follows:

1. Subdivision b (Rent) of Paragraph 1 (Fundamental Lease Provisions) shall be amended to read as follows:

1. FUNDAMENTAL LEASE PROVISIONS:

. . .

(b) Rent:

(i) May 1, 2018 to June 30, 2020: $6,998.00 per month.

(ii) July 1, 2020 to June 30, 2023: $5,749.25 per month.

(iii) July 1, 2023 to May 31, 2028: $6,998.00 per month.

2. Paragraph 4 (Rent) shall be amended to read as follows:

4. RENT. Association shall pay City monthly in advance, without deduction or offset, as rent, the following:

(a) May 1, 2018 to June 30, 2020: $6,998.00 per month.

(a) July 1, 2020 to June 30, 2023: $5,749.25 per month.

(b) July 1, 2023 to May 31, 2028: $6,998.00 per month.

3. Paragraph 8 (Alterations) shall be amended to read as follows:

8. ALTERATIONS.

(a) Except for interior, nonstructural, nonsystemic alterations or additions not cumulatively costing in excess of Ten Thousand Dollars ($10,000.00) in any calendar year, Association shall not make or allow any other alterations, additions, or improvements in or to the Premises, including but not limited to the Building, without City's prior written consent, and then only by contractors or mechanics approved in advance in writing by City. City's approval for Association-proposed contractors and mechanics shall not be unreasonably withheld. In each instance where Association requires City's approval of an alteration, Association shall furnish City with plans showing the proposed alteration to the Premises, including but not limited to the Building. Association covenants and agrees that all work done by or pursuant to the direction and instruction of Association shall be performed in full compliance with all laws, rules, orders, ordinances, directions, regulations, and requirements of all governmental agencies, offices, departments, bureaus, and boards having jurisdiction, and in full compliance with the rules, orders, directions, regulations, and requirements of the Insurance Service Office, and of any similar body. Before commencing any work, Association shall give City at least five (5) days written notice of the proposed commencement of such work and shall, if required by City, secure at Association's own cost and expense, a completion and lien indemnity bond, satisfactory to City, for said work. City shall have the right at all times to post notices of non-responsibility on the Premises and record verified copies thereof in connection with all work of any kind upon the Premises. Notwithstanding the foregoing, Association shall not make any alterations or additions whatsoever to the Parking Areas without City's prior written consent, which may be withheld in City's sole discretion.

(b) Should Association make or allow any alterations, additions, or improvements to Association-owned streets, which affect traffic control devices, including markings and striping, Association shall be responsible for restoring such traffic control devices in the same manner, method, and form as was previously provided by City, subject to advanced written approval by City, or as otherwise directed by City in writing. All such traffic control devices shall conform to the uniform standards and specifications adopted by the Department of Transportation pursuant to Vehicle Code § 21400.

3. 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 as of the day and year first above written.

CITY OF ROLLING HILLS

Jeff Pieper,
MAYOR

ATTEST:

Elaine Jeng, P.E.
City Clerk/City Manager

ROLLING HILLS COMMUNITY ASSOCIATION OF RANCHO PALOS VERDES

Fred Lorig
PRESIDENT

Agenda Item No.: 8.I
Mtg. Date: 06/26/2023

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

FROM: **ROBERT SAMARIO, FINANCE DIRECTOR**

THRU: **DAVID H. READY**

SUBJECT: **ADOPT RESOLUTION NO. 1338 SETTING THE RATE FOR REFUSE SERVICES IN THE CITY AT $1,432.11 PER PARCEL AND FINDING THE SAME EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT**

DATE: **June 26, 2023**

BACKGROUND:
In February 2023, the City initiated its efforts to develop the budget for fiscal year 2023/24, which would ultimately be adopted in late June 2023 and be effective July 1, 2023. Based on preliminary revenue and expenditure projections developed in March, it appeared the General Fund was facing a operating deficit of approximately $350,000. Consequently, City Council directed staff to work with the Finance/Budget/Audit (FBA) Committee to develop recommendations to balance the budget.

Over the next several months, staff and the FBA identified a number of budget reductions to lower the deficit. In addition, the FBA and City Council considered the elimination of the existing subsidy provided by the General Fund to the Refuse Fund, which would fully balance the budget. Starting in fiscal year 2016, the City froze annual refuse rates at $1,100 per parcel. As the costs to provide refuse services increased each year, the General Fund contributed (subsidized) the difference from General Fund unrestricted revenues. For fiscal year 2023/24, the subsidy is estimated at approximately $227,000.

Since revenue and expenditure projections were still subject to change as we approached fiscal year-end and more information became available, in particular property tax revenues, Council directed staff to send out notices to affected residents in case refuse rates needed to be increased to balance the budget.

The purpose of the public hearing is to allow City residents the opportunity to comment on the potential rate increase. However, residents wishing to officially protest the potential rate increase must do so in writing prior to the hearing date and time.

State law requires both an advanced notice to affected residents and a public hearing be held

to allow for City residents to comment and for Council to consider any all protests received by 4:30 p.m. on June 12.

DISCUSSION:
On June 12, 2023, the City held a duly notice hearing pursuant to Section 6(a) of Article XIII D of the California Constitution (Proposition 218) regarding the increasing of the maximum refuse rates in the City. A final request was made for written protests during the hearing. The City Clerk reported the total written protests received as eight (8.) The protests did not reach the majority threshold necessary of 376. The City Council approved a motion setting the ceiling using the rate in Resolution no. 1337 at $1432.11 per parcel and setting the rate per parcel at that same amount thereby discontinuing the subsidy.

FISCAL IMPACT:
By setting the maximum refuse waste rate to be charged at $1,432.11 per parcel, the City Council has erased the approximately $227,000 subsidy in fiscal year 2023/24.

RECOMMENDATION:
Approve as presented.

ATTACHMENTS:
ResolutionNo1338_ActualRateForRefuseServices_2023.pdf

RESOLUTION NO. 1338

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROLLING HILLS CALIFORNIA, SETTING THE RATE FOR REFUSE SERVICES IN THE CITY AT $1,432.11 PER PARCEL AND FINDING THE SAME EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

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

Section 1. Recitals.

A. The City currently contracts with Republic Services to provide waste hauling and disposal services in the City. Republic Services bills the City directly and the City contracts with the County to bill City residents through the property tax bill for these services.

B. On June 12, 2023, the City held a duly notice hearing pursuant to Section 6(a) of Article XIII D of the California Constitution (Proposition 218) regarding the increasing of the maximum refuse rates in the City.

C. The City did not receive a majority protest at the Proposition 218 hearing and adopted the maximum allowable rate to be charged at $1,432.11 per parcel and determined that the actual rate should be set at the maximum allowable rate.

Section 2. The City Council of the City of Rolling Hills hereby sets the sate for refuse services in the City to the amount of $1,432.11 per parcel.

Section 3. This action is statutorily exempt from the environmental review requirements of the California Environmental Quality Act ("CEQA") pursuant to Section 15378 and Section 15273 of the CEQA Guidelines and Public Resources Code Section 21080(b)(8) because (i) the increase in charges are for the purpose of meeting operational and maintenance expenses of the aforementioned services and (ii) the charges constitute the creation of a funding mechanism/other governmental fiscal activity, which does not involve any commitment to any specific project that may result in potential significant physical impact on the environment.

Section 4. This Resolution shall take effect immediately upon its adoption by the City Council, and the City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original resolutions.

PASSED, APPROVED, AND ADOPTED this 26th day of June, 2023.

_____
PAT WILSON
MAYOR

ATTEST:

_____

CHRISTIAN HORVATH
CITY CLERK

City of Rolling Hills INCORPORATED JANUARY 24, 1957

Agenda Item No.: 8.J
Mtg. Date: 06/26/2023

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

FROM: **ELAINE JENG,**

THRU: **DAVID H. READY**

SUBJECT: **RECEIVE AND FILE CAPITAL IMPROVEMENT PROJECT ASSIGNMENTS FOR FISCAL YEAR 2023-2024**

DATE: **June 26, 2023**

BACKGROUND:
None.

DISCUSSION:
To assist the City Council and the community's understanding of the current capital improvement projects, this report provides a list of in progress, and pending projects and the staff assigned to delivery of the projects.

1. Crest Road East Utility Undergrounding grant project - City Clerk/Executive Assistant to CM
2. Eastfield Drive Utility Undergrounding grant project - Project Manager APC
3. CalOES/FEMA Vegetation Management grant project - Project Manager APC
4. Solar plus battery backup power for the City Hall campus - Energy Company SitelogIQ
5. The Outdoor Siren System project - Project Manager APC
6. Tennis Courts ADA Improvement project - Project Manager APC
7. City Hall ADA Improvement project - Project Manager APC
8. 8" Sewer Main Along Portuguese Bend Road/Rolling Hills Road - Project Manager AP

There are three smaller scale projects.

- The little library requested by resident Judith Haenel - Assistant Planner Stephanie Grant
- Increase dirt ground (DG) on the areas between City Hall, and the Rolling Hills Community Association Building for seniors attending dinner on the green events. Assistant Planner Stephanie Grant
- The three rail fence along Portuguese Bend Road, near the Main Gate - City Clerk/EATCM
- Speed limit signs along major streets in the community - Planning and Community

Services Director

FISCAL IMPACT:
The projects assigned to Project Manager Alan Palermo Consulting (APC) is pending approval by the City Council under a separate item on the June 26, 2023 City Council agenda. If approved, the projects assigned to APC would be billed on an hourly basis depending on project needs. If APC's contract for Fiscal Year 2023-2024 is not approved, staff will have to revisit the project assignments and adjust accordingly.

RECOMMENDATION:
Receive and file.

ATTACHMENTS:

Agenda Item No.: 8.K
Mtg. Date: 06/26/2023

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

FROM: **ELAINE JENG,**

THRU: **DAVID H. READY**

SUBJECT: **APPROVE CONTINUING WITH ALAN PALERMO CONSULTING FOR PROJECT MANAGEMENT SERVICES DURING FISCAL YEAR 2023-2024 AND DIRECT STAFF TO PREPARE A FOURTH AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT**

DATE: **June 26, 2023**

BACKGROUND:
In July 2019, the City Council engaged the services of Alan Palermo Consulting (APC) to manage the City's capital improvement projects for Fiscal Year 2019-2020 for four projects: construction of tennis courts ADA improvements, City Hall ADA improvements, sewer feasibility study phase II, and 2019/2020 annual signage and striping project.

The 2019/2020 annual signage and striping project was completed in April 2020. The sewer feasibility study phase II was completed in May 2020. APC assisted in preparing a design Request for Proposal for the 8" sewer main along Rolling Hills and the City Council engaged NV5 for the engineering design of the 8" line on August 24, 2020.

In September 2020, the City Council amended APC's contract to include additional budget for managing additional projects. The capital improvement projects for Fiscal Year 2020-2021 comprised of the design of the City Hall ADA improvements, the design of the 8" sewer main along Rolling Hills, Block Captain Program communications project, Proposition 68 Per Capita Program allocation, the Crest Road East Utility Undergrounding grant project and a small budget for coordinating with the Rolling Hills Community Association on tennis courts ADA improvements.

In September 2022, the City Council approved the 3rd Amendment to APC's contract for the above-mentioned programs as well as ongoing and/or unanticipated project support.

Over the past year Alan has continued to perform as an invaluable partner supporting and/or coordinating with staff on a variety of projects including Bid / RFP preparation and project management for the HVAC, Standby Generator and Equestrian Fence projects, the Tennis Court ADA project, the City Hall ADA project, the 8" Sewer Main project and the Crest Road

Rule 20C Civil Engineering project.

DISCUSSION:
To meet project management needs for Fiscal Year 2023-2024, APC was asked to provide a proposal for services for the following projects:

1. City Hall ADA Improvements
2. Tennis Court ADA Improvements
3. 8-inch Sewer Main along Portuguese Bend Road
4. City Hall Emergency Power Project (Solar)
5. Support City Staff for the Crest Road East / Eastfield Utility Undergrounding Projects and Vegetation Management Grant Projects
6. Miscellaneous Professional Services to support City Projects

APC's proposed cost for services in Fiscal Year 2023-2024 is $56,100. Staff recommends an amended agreement with APC for Fiscal Year 2023-2024 based on APC's proposal dated June 20, 2023.

FISCAL IMPACT:
The approved budget for FY 2023-2024 includes $35,000 for project management services assuming no staff vacancies. Certain projects, such as the CalOES/FEMA Vegetation Management grant project, and the Outdoor Siren Project were managed by the City Manager. In light of the pending departure of the City Manager in early July 2023, APC's scope of work was increased resulting a fee of $56,100. This is $21,100 above the budgeted amount. If the fourth amendment to APC's professional services agreement is approved by the City Council, the additional $21,100 would be funded using General Fund Reserve.

RECOMMENDATION:
Approve as presented.

ATTACHMENTS:
CA_AGR_APC_Amend4_2023-2024 City of Rolling Hills RH004R1.pdf

Alan Palermo Consulting

June 20, 2023 **2023-RH004**

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

Re: **Professional Services – Project Management Services/Consulting Agreement for CIP and Special Projects**

Dear Mr. Jeng:

Thank you for the opportunity to be of continued service to the City of Rolling Hills. Pursuant to our discussion and information provided by the City, Professional and Project Management services will be provided as directed by the City of Rolling Hills for the following projects for the period 8/1/23 through 6/30/24:

1) **Project Management for the Design of City Hall ADA Improvements per the City's Transition Plan:**

   a) Continued oversight and coordinate completion of Construction Documents for the City Hall ADA Improvements with the City's selected Consultant (Pacific Architecture). Provide assistance with internal functions relevant to the project including drafting of staff reports.

   b) Upon completion of City Hall ADA Improvement Construction Documents, prepare Bid Documents to solicit construction bids for the ADA Improvements. manage bid process and preparation of Construction Contract with selected contractor. (Note: Construction not expected to begin until 202?-202? Fiscal Year)

   c) Prepare Request for Proposal (RFP) to solicit Construction Management firm to oversee the construction phase for the project.

   d) Project Management during Construction in the 2023-2024 fiscal year.

2) **Project Management / or Support City Staff For Outdoor Siren Project:**

   a) Provide support to City staff for the undergrounding projects and vegetation management projects

3) **Project Management for the Tennis Court ADA Improvements:**

   a) Continued oversight and completion of Construction Documents for the Tennis Court ADA Improvements

b) Provide assistance with internal functions relevant to the project including drafting of staff reports.

c) Serve as the liaison and extension of City Staff to the Rolling Hills Community Association to achieve a set of coordinated design plans including phasing plan for construction activities as needed.

d) Upon completion of Tennis Court ADA Improvement Construction Documents, prepare Bid Documents to solicit construction bids for the Tennis Court ADA Improvements. Manage bid process and preparation of Construction Contract with selected contractor.

e) Prepare Request for Proposal (RFP) to solicit Construction Management firm to oversee the construction phase for the project.

f) Project Management during Construction in the 2023-2024 fiscal year.

4) **Project Management for the Design of the 8-inch sewer main along Portuguese Bend Road:**

a) Continued oversight of design consultant to finalize improvement plans for Phase 1 (Rolling Hills to Rolling Hills Estate) and Phase II (City of Torrance), serve was the city's representative with outside agencies relevant to the project, review design plans, conduct outreach meetings with the community as needed/requested, and provide assistance with internal functions relevant to the project including drafting of staff reports.

b) Upon completion of Sewer Improvement Plan Construction Documents, Finalize Bid Documents to solicit construction bids for the Sewer Improvements, manage bid process and preparation of Construction Contract with selected contractor.

c) Prepare RFP and evaluate proposals for Construction Management/Inspection of Improvements

d) Project Management during Construction Phase in the 2023-2024 fiscal year.

5) **Support City Staff for the Crest Road East / Eastfield Utility Undergrounding Projects and Vegetation Management Project :**

a) Provide support to City staff for the undergrounding projects and vegetation management projects

6) **Miscellaneous Professional Services to support City Projects:**

a) Provide Professional Services when requested by the City to:

i) Prepare RFP's / Bid Document assistance for other City projects when requested

ii) Manage/provide assistance for additional City projects upon request of the City

Alan Palermo Consulting

Services will be provided at the specified hourly rate of One hundred sixty-five ($165) dollars per hour. Services are estimated at the schedule listed below for the time periods listed.

Item No.	Project Description	Time Period	Total Hours	Total Fee
1	**Project Management for the Design of City Hall ADA Improvements per the City's Transition Plan**	8/1/2023 - 6/30/2024	80	**$ 13,200**
2	**Project Management for Outdoor Siren Project**	8/1/2023 - 6/30/2024	40	**$ 6,600**
3	**Project Management for the Tennis Court ADA Improvements**	8/1/2023 - 6/30/2024	80	**$ 13,200**
4	**Project Management for the Design of the 8-inch sewer main along Portuguese Bend Road/Rolling Hills Road**	8/1/2023 - 6/30/2024	60	**$ 9,900**
5	**Support City Staff for the Crest Road East / Eastfield Utility Undergrounding Projects and Vegetation Management Project**	8/1/2023 - 6/30/2024	40	**$ 6,600**
6	**Professional Services / Assistance**	8/1/2023 - 6/30/2024	40	**$ 6,600**
	Total Hours		**340**	
	Total Fee	**$ -**		**$ 56,100**

In that regard, please find enclosed our **Standard Provisions of Agreement** for your review. Should you have any questions, please do not hesitate to call me at (310) 717-3244.

Sincerely,

Alan Palermo Consulting

Alan M. Palermo

Alan Palermo, P.E.
Principal/Owner

STANDARD PROVISIONS OF AGREEMENT
BETWEEN CLIENT AND ALAN PALERMO CONSULTING

Client and Consultant agree the following provisions are part of their Agreement:

1. Consultant Responsibilities: Consultant shall perform its services in accordance with generally accepted standards of professional practice in Southern California in effect at the time of performance. Consultant makes no warranty, either express or implied, as to its findings, recommendations, plans, specifications, surveys, or professional advice. Consultant's services will be performed for the benefit of Client and not for any third-party beneficiary. Consultant is an independent contractor and not an employee of Client.

2. Insurance: Consultant shall obtain and maintain in full force, at its own expense, liability insurance coverage as required by the client and agreed to by Alan Palermo Consulting.

3. Indemnification: Each party shall hold harmless and indemnify the other party from and against liability arising from the indemnifying party's negligent acts, errors, or omissions. If other parties are liable in addition to the indemnifying party, the indemnifying party shall pay only an amount proportional to its degree of culpability.

4. Documents: All of Consultant's work product and other documents prepared under this Agreement are instruments of service. Consultant grants ownership to Client of its documents prepared under this Agreement, provided Client has paid Consultant all amounts to which the Consultant is entitled. Consultant shall not be liable for the use of its plans, specifications, surveys, and other documents on a project other than that for which they were prepared.

5. Exclusions from Service: Consultant is not responsible for the detection, presence, handling, removal, abatement, or disposal of asbestos or hazardous or toxic substances, products or materials. The Consultant is not responsible for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs, since these are solely the construction contractor's rights and responsibilities. If Consultant is requested to review anything from a construction contractor or supplier, the review is for the limited purpose of checking for conformance with information given and the design concept expressed in the construction documents, and not for the purpose of determining accuracy or completeness or safety precautions, all of which remain the construction contractor's responsibility. Consultant does not perform geotechnical services and is not responsible for soils or geological conditions.

6. Cost Estimates: Since the Consultant has no control over the cost of labor, materials or equipment, over the construction contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions, the Consultant cannot and does not warrant or represent that bids will not vary from any estimates of construction cost.

7. Delays: Consultant is not responsible for delay caused by activities or factors beyond Consultant's reasonable control, including but not limited to strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of Client to furnish timely information or promptly

approve or disapprove of Consultant's services or instruments of service, or faulty performance or delay by Client, contractors, or government agencies.

8. Suspension of Services: Client may suspend the Consultant's performance of services by written notice to Consultant, provided Client pays Consultant for all services performed prior to the effective date of suspension. Consultant may suspend its services if Client fails to pay undisputed amounts of Consultant's invoices within sixty days of receipt of invoice or if Client files or has filed against it a petition under the Bankruptcy Code. The Client and Consultant will re-negotiate the fee if the period of suspension exceeds ninety days.

9. Termination of Services: Client may terminate this Agreement by written notice to Consultant, provided Client pays Consultant for all services performed prior to the effective date of termination. Consultant may terminate this Agreement upon ten days notice of breach by Client, including nonpayment of undisputed fees, provided Client does not cure such breach within ten days of notice of breach. Client shall pay Consultant for all services performed prior to the effective date of termination.

10. Assignment: Neither party may assign this Agreement without the prior written consent of the other.

11. Services: Professional Services shall be provided at the hourly rate stipulated in this agreement unless Client and Consultant enter into a project specific agreement.

Alan Palermo Consulting

SCHEDULE OF BILLING RATES

Effective January 1, 2022

Principal/Owner	$165.00/Hour

Note 1: Hourly rate includes **Consultants** mileage to perform services on behalf of the **Client**.

Note 2: **Reimbursable Expenses: Client** shall pay the cost of any applicable reimbursable expenses, plus 15%, incurred on Client's behalf. If requested, Alan Palermo Consulting will provide a computer printout, which details these costs.

City of Rolling Hills INCORPORATED JANUARY 24, 1957

Agenda Item No.: 8.L
Mtg. Date: 06/26/2023

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

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

THRU: **DAVID H. READY**

SUBJECT: **RECEIVE AND FILE AN EMAIL FROM GREG AND ADRIANA POPOVICH REGARDING THE PROFESSIONALISM OF EC CONSTRUCTION DURING THE MIDDLERIDGE LANE DRAINAGE SYSTEM CONSTRUCTION PROJECTS**

DATE: **June 26, 2023**

BACKGROUND:
EC Construction was contracted multiple times by the City of Rolling Hills between January 2022 and May 2023 for emergency construction work on the Middleridge Lane North and South drainage system. Attached is an email from Greg and Adriana Popovich regarding their professionalism.

DISCUSSION:
None.

FISCAL IMPACT:
none.

RECOMMENDATION:
Receive and file.

ATTACHMENTS:
CL_AGN_230626_CC_PopovichEmail_ECC_Redacted.pdf

Christian Horvath

Subject: FW: New Sinkhole

From: Elaine Jeng <ejeng@cityofrh.net>
Sent: Thursday, May 25, 2023 11:08 PM
To: [redacted]
Cc: Kristen Raig <KRaig@rhca.net>; John Signo <jsigno@cityofrh.net>; Adriana Popovich [redacted]>; Stephanie Grant <sgrant@cityofrh.net>; Arty Beckler <ABeckler@rhca.net>; Christian Horvath <chorvath@cityofrh.net>
Subject: Re: New Sinkhole

Greg and Adriana,

I appreciate the time you took to provide feedback on EC Construction. EC Construction came highly recommended by our neighbor Rolling Hills Estates and James did not disappoint. I will be sure to commend James' team for their professionalism.

I want to take this opportunity to thank you for your understanding and collaboration with James. The work caused many inconveniences. Kudos to you and the nearby residents for supporting the repairs to the Middleridge drainage system.

Kristen and the RHCA were also great teammates supporting road closures and the usage of easements.

Thank you again for your feedback.

Elaine Jeng, P.E.
City Manager
City of Rolling Hills
ejeng@cityofrh.net
310 377-1521

On May 25, 2023, at 5:40 PM, [redacted] wrote:

Hi again everyone,

We don't do this very often, (in fact, we really wish we could do it more) but we're here to say, EC Construction is one of the best companies we've ever directly/indirectly worked with. The owner James would always communicate clearly with us when his workers would be on site, giving us clear timelines, asking permission to park equipment on our property, etc. Never once were they late or a no-show. The whole crew was always professional, never failing to clean up after themselves - were very courteous (especially for construction workers:).

This is review is completely unsolicited - but in summary, if the occasion arises - we would without hesitation highly recommend using them again.

We hope all is well with everyone.

Greg & Adriana Popovich

President/Owner

CASTLE ROCK WINERY



Facebook Twitter Instagram

Agenda Item No.: 11.A
Mtg. Date: 06/26/2023

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

FROM: **ROBERT SAMARIO, FINANCE DIRECTOR**

THRU: **DAVID H. READY**

SUBJECT: **PUBLIC HEARING AND CONSIDERATION OF RESOLUTION NO. 1339 ADOPTING THE FISCAL YEAR 2023/2024 BUDGET AND RESOLUTION NO. 1340 ESTABLISHING THE ANNUAL APPROPRIATIONS LIMIT FOR THE CITY OF ROLLING HILLS**

DATE: **June 26, 2023**

BACKGROUND:
Over the last several months, City staff and Council have worked on developing the proposed budget for the upcoming fiscal year 2023/24. This process ended on June 12, 2023 with the finalization of the revenue estimates and budgeted expenditures.

The budget is now set for adoption through a budget resolution that establishes the spending authority for each department and fund.

In addition to the budget resolution, Council will also be adopting a resolution that establishes the City's appropriation limit as required by Article XIII B of the Constitution of the State of California. The appropriations limit establishes a limit on the amount the City can collect and spend from the proceeds of local taxes. The limit for fiscal year 2023/24 is $2,071,884 and the City is well below the limit at $1,587,844.

The City is holding a public hearing to allow the public to weigh in the proposed budget prior to adoption.

DISCUSSION:
The City's budget consists many different funds that account for a variety of services, programs and projects. The General Fund is the City's main operating fund where most of the City's services provided to the City's residents are accounted for. As with most city General Funds, the primary revenues are derived from local and state taxes. The City also has several special revenue funds to account for revenues that are restricted as to their use; a capital projects fund to account for large capital improvement projects that often take more than one year to complete; and Refuse enterprise fund that accounts for waste collection and disposal services provided by contract to City residents and paid for from annual assessments to each

property. Each of these funds are described in more detail below.

GENERAL FUND

The General Fund budget includes a total of $2,555,457 in ongoing operating expenditures, funded from $2,762,294 in revenues, leaving an operating surplus of $206,837. The lone capital project is for a solar/battery back-up project for the City Hall building budgeted at $250,000, which after using the budget surplus will require $43,163 from available reserves to cover the balance of costs.

The General Fund accounts for the ongoing and traditional services associated with local government, including public safety, planning, building, finance, and administration.

RESTRICTED FUNDS

Transit/Transportation Funds

The City receives revenues, primarily from the County, that are restricted for specific purposes. These include the allocation of special sales tax measures approved by Los Angeles County voters over the last several decades that are restricted to transit and transportation programs and projects. The measures include Proposition A, Proposition C, Measure R, and Measure M. In total, the City anticipates receiving $166,050 next fiscal year. Since the City of Rolling Hills does not own and operate transit system and, in fact, has no transit service provided within the City limits, nor does the City own and maintain any public roads, the funds received pursuant to the four tax measures are either gifted to other agencies or exchanged for unrestricted monies with other agencies that can utilize the funds in accordance with their intended uses. Revenues estimates for fiscal year 2023-24 assume a growth of approximately 3% from the current year projections.

COPS Fund

The City also maintains a COPs Fund for monies received from the County's Supplemental Law Enforcement Services Fund, created in 2009 through an increase statewide to vehicle license fees. The revenues can only be used for supplemental law enforcement services and not to supplant existing funding from the General Fund for law enforcement. The revenues estimated for next fiscal year of $165,000 is in line with current year revenues.

Measure W Fund

The City receives an allocation of the countywide special parcel tax pursuant to the Measure W (Safe, Clean Water Act) for parcels located within the Los Angeles County Flood Control District. These revenues are intended for storm water recycling and water quality improvement projects and programs. The City receives a single payment each year for the full annual allocation. The estimated allocation for fiscal year 2023/24 is $105,500.

CAPITAL PROJECTS FUND

The only capital project being funded for fiscal year 2023/24 is to install solar panels on City Hall and battery back-up system to ensure the City can maintain operations in the case of a systemic power outage. In cases of emergencies, such as a wildfire, it is important for City

Hall to be available during emergencies to be able to coordinate emergency operations and services. The project is currently estimated at $250,000.

ENTERPRISE FUND

Refuse Fund

The Refuse Fund is the City's only enterprise fund. Enterprise funds are typically used to account for utilities owned and operated by governments, such as water, wastewater, electricity, and refuse, and other operations that are similar to those provided by the private sector, such as airports and golf courses.
The Refuse Fund accounts for the contracted waste collection and disposal for all City of Rolling Hills residents. The fees charged to City residents are processed as a "Direct Assessment" through the County Assessor's Office, which means the annual assessment is added to the property tax bill sent to property owners by the County and is payable in two installments. Thus, the payments the City receives from the County for refuse services coincide with the payments we receive for regular property taxes.

For the first time since fiscal year 2016, the City has raised refuse rates sufficient to fully cover the cost of refuse services provided by contract to City residents. Starting in fiscal year 2023/24, the annual assessment will increase from $1,100 to $1,432.11 per parcel. This will generate slightly more than $1 million and will not require any General Fund contribution to cover the cost of refuse services.

FISCAL IMPACT:
The adopted budget sets forth the spending plan for the City.

RECOMMENDATION:
Staff recommends the City Council hold a public hearing and, following the close of the hearing, adopt the budget and appropriations limit resolutions.

ATTACHMENTS:
CL_AGN_230626_CC_GeneralFund_BudgetSources_UsesOfFunds.pdf
CL_AGN_230626_CC_FY2023-24_GeneralFundRevenues.pdf
CL_AGN_230626_CC_FY2023-24_GeneralFund_BudgetedExpenditures.pdf
CL_AGN_230626_CC_FY2023-24_ProposedBudget_OtherFunds.pdf
ResolutionNo1339_FY2023-24_AdoptedBudget.pdf
ResolutionNo1340_FY 23-24_AppropLimit.pdf

CITY OF ROLLINGS HILLS
Sources and Uses of Funds
General Fund

	Adopted Budget
Operating Revenues	$ 2,762,294
Operating Expenditures	2,555,457
Operating Surplus (Deficit)	206,837
Capital Transfers	(250,000)
Budgeted Use of Reserves	$ (43,163)

CITY OF ROLLING HILLS
Fiscal Year 2023/24 Adopted Revenues
General Fund

Property Taxes	$ 1,496,250
Sales Taxes	13,905
Property Transfer Tax	56,222
Other Taxes	1,000
Motor Vehicle In Lieu	269,267
Building & Other Permits	600,000
C&D Permits	5,600
Variance, Planning & Zoning	67,000
Animal Control Fees	150
Franchise Fees	13,000
Fines & Traffic Violations	3,500
Cost Recoivery - Publications	7,200
RHCA Lease Revenue	69,000
Public Safety Aug Fund	1,200
Interest on Investments	110,000
PARS Earnings	20,000
Miscellaneous Revenue	5,000
Transfers In - Refuse Fund	24,000
TOTALS	**$ 2,762,294**

CITY OF ROLLING HILLS
FY 2023/24 Expenditure Budget
Final Adopted Budget

Department/Object Account		Adopted Budget
01 - CITY ADMINISTRATOR		
702	Salaries -Full Time	$ 505,294
705	Temporary Salaries	7,000
710	Retirement CalPERS-Employer	46,935
712	CalPERS Unfunded Liability	-
715	Workers Compensation Insurance	9,100
716	Group Insurance	72,907
717	Retiree Medical	37,500
718	Employer Payroll Taxes	39,401
719	Deferred Compensation	4,718
720	Auto Allowance	4,800
721	Phone Allowance	2,520
740	Office Supplies	13,000
745	Equipment Leasing Costs	11,000
750	Dues & Subscriptions	14,240
755	Conference Expense	1,873
757	Meetings Expense	2,000
759	Training & Education	5,000
761	Auto Mileage	500
765	Postage	21,000
775	City Council Expense	5,000
776	Miscellaneous Expenses	4,750
780	Comm./Newsletters & Outreach	5,000
785	Codification	3,000

CITY OF ROLLING HILLS
FY 2023/24 Expenditure Budget
Final Adopted Budget

Department/Object Account		Adopted Budget
790	Advertising	2,400
795	Other Gen Admin Expense	2,500
801	City Attorney	90,000
802	Legal Expense - Other	3,000
820	Website	6,000
850	Election Expense City Council	-
890	Consulting Fees	35,000
891	Records Management	1,700
	Total City Administrator	**957,138**
05 - Finance		
750	Dues & Subscriptions	3,000
810	Annual Audit	31,400
890	Consulting Fees	120,000
	Total Finance	**154,400**
15- PLANNING & DEVELOPMENT		
702	Salaries	212,515
703	Salaries - Part-Time	27,610
710	Retirement CalPERS-Employer	16,750
715	Workers Comp. Insurance	3,900
716	Group Insurance	42,669
718	Employer Payroll Taxes	18,527
719	Deferred Comp	865

CITY OF ROLLING HILLS
FY 2023/24 Expenditure Budget
Final Adopted Budget

	Department/Object Account	Adopted Budget
720	Auto Allowance	1,200
721	Phone Allowance	600
761	Auto Mileage	300
750	Dues & Subscription	5,500
755	Conference Expense	385
759	Training & Education	1,000
790	Publication/Advertising/Noticing	15,000
802	Legal Expenses-Other	10,000
872	Property Development-Legal Exp	50,000
875	Willdan Building	30,000
878	Build Inspect. LA County	250,000
881	Storm Water Management	84,100
884	Special Project Study & Consult.	20,000
886	Code Enforcement	62,880
890	Consulting Fees (Onward)	-
928	Traffic Engineering	5,000
	Total Planning & Development	**858,801**
	25 - Public Safety	
830	Law Enforcement	255,000
833	Other Law Enforcement Exp	4,000
837	Wild Life Mgmt & Pest Control	6,000
838	Animal Control Expense	5,000
	Total Public Safety	**270,000**

CITY OF ROLLING HILLS
FY 2023/24 Expenditure Budget
Final Adopted Budget

Department/Object Account		Adopted Budget
65 - NON-DEPARTMENTAL		
895	Insurance & Bond Expense	37,018
901	South Bay Comm. Organization	10,000
915	Community Recognition	10,000
917	Emergency Preparedness	77,000
	Total Non-Departmental	**134,018**
75 - CITY PROPERTIES		
892	IT Services	61,200
893	Granicus Services	8,300
894	Computer Hardware Fund	5,000
925	Utilities	60,000
930	Repairs & Maintenance	16,000
932	Area Landscaping	15,600
946	Buildings & Equipment	15,000
	Total City Properties	**181,100**
	TOTALS BEFORE TRANSFERS	**2,555,457**
OPERATING TRANSFERS OUT		
999	Capital Impr Fund (Fund 40)	250,000
	Total Transfers Out	**250,000**
	GENERAL FUND TOTAL	**$ 2,805,457**

CITY OF ROLLING HILLS
Fiscal Year 2023/24 Final Budget
Restricted, Capital, and Refuse Funds

		Adopted Budget
10 - COPS FUND		
	Revenues	
570	COPS Allocation	$ 165,000
	Expenditures	
840	COPS Program Expenditures	165,000
	Revenues Over (Under) Expenditures	$ -
25 - PROPOSITION A FUND		
	Revenues	
500	Grant Revenues	$ 52,000
670	Interest Earned	300
	Total Revenues	52,300
	Expenditures	
620	Prop A Exchange	-
	Revenues Over (Under) Expenditures	$ 52,300
26 - PROPOSITION C		
	Revenues	
501	Grant Revenue-Prop C	$ 43,000
670	Interest Earned	250
	Total Revenues	43,250
	Expenditures	
906	Prop C Gifted	-
	Revenues Over (Under) Expenditures	$ 43,250
27- MEASURE R TRANSIT		
	Revenues	
502	Measure R Grant Revenues	$ 33,000
670	Interest Earned	250
	Total Revenues	33,250
	Expenditures	
907	Measure R Gifted	-
	Revenues Over (Under) Expenditures	$ 33,250

		Adopted Budget
29 - MEASURE M		
	Revenues	
507	Measure M Local Return	$ 37,000
670	Interest Earned	250
	Total Revenues	37,250
	Expenditures	
XXX	Measure M Gifted	-
	Revenues Over (Under) Expenditures	$ 37,250
30 - MEASURE W		
	Revenues	
508	Grant Revenues	$ 105,000
670	Interest Earned	500
	Total Revenues	105,500
	Expenditures	
913	Storm Water Management - 30%	31,650
914	Storm Water Management - 70%	73,850
		105,500
	Revenues Over (Under) Expenditures	$ -
40 - CAPITAL PROJECTS FUND		
	Revenues	
	Transfers from General Fund	$ 250,000
		250,000
	Expenditures	
899	Outdoor Siren System - Design & Constr	-
935	Tennis Court Improvenments	-
947	Non-Building Improvements	-
949	Battery/Solar Back-Up	250,000
961	Middleridge Road Emergency Storm Drain Repairs	-
962	Phase 1 Bifurcated 8" Sewer Main Engineering	-
963	Generator & Waterproof Removal and Electrical Svcs	-
964	HVAC Replacement Project	-
	Total Expenditures	250,000
	Revenues Over (Under) Expenditures	$ -

		Adopted Budget
50 - REFUSE FUND		
	Revenues	
441	Construction & Demo Permits	$ -
665	Service Charges	1,005,336
699	Transfers In - General Fund	-
	Total Revenues	1,005,336
	Expenditures	
815	Refuse Service Contract	981,336
790	Advertising	-
999	Transfers Out	24,000
	Total Expenditures	1,005,336
	Revenues Over (Under) Expenditures	$ -

RESOLUTION NO. 1339

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROLLING HILLS ADOPTING THE FISCAL YEAR 2023-24 CITY OF ROLLING HILLS BUDGET

RECITALS

A. Members of the Rolling Hills City Council opened a public hearing on Monday, June 27, 2022 to consider the recommended Fiscal Year 2023-24 City of Rolling Hills Proposed Budget; and

B. Following the public hearing on the Fiscal Year 2023-24 City of Rolling Hills Proposed Budget, members of the Rolling Hills City Council desire to adopt said document.

NOW, THEREFORE, BE IT RESOLVED BY MEMBERS OF THE ROLLING HILLS CITY COUNCIL AS FOLLOWS:

Section 1. Members of the City Council hereby adopt the Fiscal Year 2023-24 City of Rolling Hills Budget, attached hereto as Exhibit A and incorporated herein by reference.

Section 2. Appropriations in the amount not to exceed $2,805,457 (budget and budget contingency) are authorized in the Fiscal Year 2023-24 General Fund Budget for the purpose of carrying on the business of the City for general government, public safety, public service, and other items.

Section 3. Appropriations in the amount not to exceed $1,525,836 are authorized in the various funds for carrying on the business of the City: COPs Fund, Proposition A Fund, Proposition C Fund, Measure R Fund, Measure M Fund, Measure W Fund, Capital Project Fund, and Refuse Fund.

Section 4. The City Manager may transfer appropriations between and among all departments, as defined in the Fiscal Year 2023-24 budget in order to ensure revenue and expenditures correspond to the intent of the City Council. The legal level of appropriated budgetary control, that is the level at which expenditures may not exceed appropriations, is at the department level for the General Fund and at the fund level for all other funds. Supplemental appropriations during the year must be approved by the City Council. All unexpended budgetary appropriations lapse at the end of the fiscal year.

Section 5. The Mayor is hereby directed to sign this Resolution, and the City Clerk is directed to attest thereto.

PASSED, APPROVED AND ADOPTED this 26th day of June, 2023.

_____
Patrick Wilson
Mayor

ATTEST:

_____
Christian Horvath
City Clerk

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

The foregoing Resolution No. 1339 entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROLLING HILLS ADOPTING THE FY 2023-24 CITY OF ROLLING HILLS BUDGET

was approved and adopted at a regular meeting of the City Council on the 26th day of June, 2023, by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
CHRISTIAN HORVATH
CITY CLERK

EXHIBIT A

CITY OF ROLLING HILLS
Fiscal Year 2023-24 Adopted Budget

01 - General Fund	
City Administrator	$ 957,138
Finance Department	154,400
Planning & Development Department	858,801
Public Safety	270,000
Non-Departmental	134,018
City Properties	181,100
Transfers Out	250,000
Total General Fund	$2,805,457
Other Funds	
10 - COPs Fund	$ 165,000
25 - Proposition A Fund	-
26 - Proposition C Fund	-
27 - Measure R Fund	-
29 - Measure M Fund	-
30 - Measure W Fund	105,500
40 - Capital Projects Fund	250,000
50 - Refuse Fund	1,005,336
Total Other Funds	$1,525,836

RESOLUTION NO. 1340

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROLLING HILLS ESTABLISHING THE 2023-24 FISCAL YEAR GANN APPROPRIATION LIMIT FOR THE CITY OF ROLLING HILLS.

WHEREAS, the City of Rolling Hills has heretofore established its Base Year Appropriations Limit as $256,941; and

WHEREAS, to the best of this City's knowledge and belief, the State Department of Finance figures reflect the following statistics relevant to the calculation of the 2023-24 Fiscal Year Appropriations Limit:

California per capita personal income, 4.44% (four point four four percent).

Population Adjustments for County of Los Angeles for FY 2023-24, -0.75% (negative zero point seven five percent).

NOW, THEREFORE, IT IS HEREBY RESOLVED AS FOLLOWS:

Section 1. Based on the foregoing figures and the provision of Article XIII B of the Constitution of the State of California, the following figure accurately represents the 2023-24 Fiscal Year Appropriation Limit of the City of Rolling Hills: $2,071,884

Section 2. The City Clerk shall certify to the passage of Resolution No. 1340.

PASSED, APPROVED AND ADOPTED this 26th day of June, 2023.

_____
Patrick Wilson
Mayor

ATTEST:

_____
Christian Horvath
City Clerk

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

The foregoing Resolution No. 1340 entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROLLING HILLS ESTABLISHING THE 2023-24 FISCAL YEAR GANN APPROPRIATION LIMIT FOR THE CITY OF ROLLING HILLS.

was approved and adopted at a regular meeting of the City Council on the 26th day of June, 2023, by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
CHRISTIAN HORVATH
CITY CLERK

City of Rolling Hills INCORPORATED JANUARY 24, 1957

Agenda Item No.: 12.A
Mtg. Date: 06/26/2023

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

FROM: **ALAN PALERMO, PROJECT MANAGER**

THRU: **DAVID H. READY**

SUBJECT: **APPROVE A SECOND AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH NV5 TO ADDRESS THE UTILITY CONFLICT IDENTIFIED IN THE DOWNSTREAM SEWER MAIN AS A PART OF THE 8" SEWER MAIN LINE ALONG PORTUGUESE BEND ROAD/ROLLING HILLS PROJECT.**

DATE: **June 26, 2023**

BACKGROUND:
The City released a Request for Proposal and engaged the services of NV5 in 2020 to provide engineering design for the 8" sewer main along Portuguese Bend Road/Rolling Hills Road. Since the commencement of the design work, NV5 has met the 65% design, 90% design, and the 100% design milestones. This proposed sewer main crosses several jurisdictions and approval from each jurisdiction is necessary before the project is deemed complete. The additional jurisdictions reviewing the plans are Rolling Hills Estates and City of Torrance.

During the review process for the construction documents, the City of Torrance made several requests requiring additional design services in order to approve the plans. The additional design services are necessary to obtain approval from the City of Torrance and proceed to the construction phase of this project. A proposal to amend NV5's PSA was presented to City Council April 25, 2022 at which time City Council directed staff to look at bifurcating the project into phases and identify options to do so.

Phase 1 would include the new 8-inch downstream sewer improvements in Rolling Hill and Rolling Hills Estates needed to connect Rolling Hills City Hall, RHCA Building, Main Gatehouse, and Tennis Courts to the existing public sewer system in Rolling Hills Estates. Phase 2 would involve the downstream sewer improvements in the City of Torrance (upsizing existing sewer) along Rolling Hills Road from Lariat Lane to Crenshaw Boulevard.

Per the City Council's direction at the April 25, 2022 meeting, staff confirmed with the cities of Rolling Hills Estates and Torrance as well as LACDPW that the proposed 8-inch sewer main along Portuguese Bend Road/Rolling Hills could be phased as previously described on the condition that the Sanitary Sewer Improvement Feasibility Study prepared by Willdan

Engineering be updated. All agencies wanted to confirm that the existing sewer main lines in Rolling Hills Estates and the City of Torrance have the capacity to accept effluent from the City Hall campus and the Tennis Courts (Phase 1) without upsizing downstream segments.

In accordance with the City Council's direction to phase the project, in September 2022, NV5 provided a proposal to bifurcate the 8" Sewer Main Improvement Plans and update construction documents for Phase I only. This effort includes updating the construction documents to reflect only Phase I improvements and includes construction support, record drawing preparation, and optional service to design the sewer connection to City Hall and Rolling Hills Community Association building. In order to pursue grants to construct Phase 1 of the project, a set of completed construction document ready to be advertised for bids is necessary. The City Council decided not to use General Fund revenues or reserves and directed staff to pursue grant funds for the construction of the project. At the January 23, 2023 City Council meeting, the Council directed staff to prepare an amended professional Service agreement with NV5 in the amount of $23,670.

DISCUSSION:
City staff has requested a proposal from NV5 to update construction documents for Phase II of the Sewer Main Improvement Project. Phase II of the project involves upsizing existing sewer mains within the jurisdiction of the City of Torrance to accommodate future flows from Rolling Hills. In the process of obtaining approval from the City of Torrance, NV5 advised city staff that there could be an utility conflict with the upsizing of the existing sewer line. The City of Torrance requested field information on the utility conflict as a part of their review of the city's improvement plans. To address the utility conflict, NV5 proposed to pothole to have accurate information on existing utility. To date, and to minimize design cost, NV5 has been using record drawings of past projects. NV5 will use the site information to mitigate the utility conflict. NV5 has submitted a proposal in the amount of $119,645 for this additional effort. This effort includes budget for potholing, traffic control plans, updating the plans based on utility locations confirmed during the potholing, and an optional budget to relocate a waterline if required.

In 2022, city staff applied for construction funds for the 8" sewer main project through Congressman Ted Lieu's office. The project was not selected for funding. In 2023, city staff again applied for construction funds for the project and this time Congressman Lieu's office worked to submit the project to the Appropriations Committee for consideration. Congressman Lieu's office is hopeful that the project will receive funding through the Community Funding Program for $1.8M.

In preparation for construction with funds from Congressman Lieu's office, staff recommends that the City Council approve the current amendment with NV5 to complete the design of Phase II of the 8" Sewer Main Line along Portuguese Bend Road/Rolling Hills Road project.

FISCAL IMPACT:
The sewer studies completed by Willdan cost $63,417, including the two Will Serve letters from the Los Angeles County Sanitation District, and the recent supplemental sewer study to bifurcate the project into two phases. To date, the City Council approved $104,886 of design fee for NV5 for the 8" Sewer Main Line along Portuguese Bend Road/Rolling Hills project. Combined, the city has invested $168,303 into the project.

If the City Council approves staff's recommendation, NV5's fee of $119,645 will be funded

using General Fund Reserves.

RECOMMENDATION:
Approve as presented.

ATTACHMENTS:
CA_AGR_200929_NV5_8inchSewerLineProject_E.pdf
CA_AGR_230213_NV5_8inchSewerLineProject_1stAmendment_NV5_E.pdf
NV5_City of Rolling Hills_Sewer Main Torrance Additions_06.20.2023R.pdf

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, made and entered into this 24th day of August, 2020 in City of Rolling Hills, County of Los Angeles, State of California, by and between the CITY OF ROLLING HILLS, a California municipal corporation (hereinafter the "CITY"), and NV5, Inc., a California corporation (hereinafter the "CONSULTANT").

1. RECITALS:

A. In 2018, the CITY retained Willdan Engineering to prepare a Sanitary Sewer Improvement Feasibility Study Including City Hall and Tennis Court Site (Phase I) for the City of Rolling Hills. Phase I included concept level research and an engineering feasibility evaluation regarding the potential of connecting the Project Area (City Hall, HOA building, the tennis court site, and upstream properties) to existing downstream sanitary sewer systems.

B. In 2019, CITY retained Willdan Engineering to prepare a Sanitary Sewer Improvement Feasibility Study Including City Hall and Tennis Court Site (Phase II) for the City of Rolling Hills. Phase II of the Project transformed the project from concept level (Phase I) to the preliminary engineering level design (Phase II).

C. Willdan Engineering completed Phase I and Phase II and reported its findings to the City Council. The feasibility studies recommended installing a new eight (8) inch sewer main along Portuguese Bend Road and upgrading the existing sewer main along Rolling Hills Road to a ten (10) inch and twelve (12) inch sewer main prior to connecting to the Los Angeles County Trunk line.

D. The CITY desires to retain CONSULTANT to implement the recommendation and prepare the plans, specifications, engineer's estimate of probable construction cost and bid support services for the installation of the new sewer line.

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

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

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

2. SCOPE OF WORK

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

3. COST

The CITY agrees to pay CONSULTANT for the services required by this Agreement on a Time and Materials basis as set forth in Exhibit B an amount not to exceed $81,196.00. This fee includes all expenses, consisting of all incidental blueprinting, photography, travel, attendance at meetings, and miscellaneous costs. It also includes any escalation or inflation factors anticipated. Any increase in Agreement amount or scope shall be by express written amendment approved by the CITY and CONSULTANT.

4. METHOD OF PAYMENT

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

5. SUBCONTRACTING

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

6. COMMENCEMENT OF WORK

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

7. ACCOUNTING RECORDS

CONSULTANT must maintain accounting records and other evidence pertaining to costs incurred. Records and documents shall be kept available at the CONSULTANT's California office, located at 163 Technology Drive, Suite 100, Irvine, California 92618, during the Agreement period and thereafter for five years from the date of final payment.

8. OWNERSHIP OF DATA

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

9. TERM OF CONTRACT

This Agreement shall be valid until October 1, 2021.

10. TERMINATION

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

11. ASSIGNABILITY

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

12. AMENDMENT

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

13. NON-SOLICITATION CLAUSE

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

14. INDEMNITY

A. To the fullest extent permitted by law, CONSULTANT shall defend (with counsel of CITY'S choosing), indemnify and hold the CITY, its officials,

officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of CONSULTANT, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the CONSULTANT'S services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. CONSULTANT'S obligation to indemnify shall not be restricted to insurance proceeds, if any, received by CONSULTANT, the CITY, its officials, officers, employees, agents, or volunteers.

B. If CONSULTANT'S obligation to defend, indemnify, and/or hold harmless arises out of CONSULTANT'S performance of "design professional" services (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, CONSULTANT'S indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONSULTANT, and, upon CONSULTANT obtaining a final adjudication by a court of competent jurisdiction, CONSULTANT'S liability for such claim, including the cost to defend, shall not exceed the CONSULTANT'S proportionate percentage of fault.

15. INSURANCE

A. Without limiting CONSULTANT'S obligations arising under paragraph 14 - Indemnity, CONSULTANT shall not begin work under this Agreement until it obtains policies of insurance required under this section. The insurance shall cover CONSULTANT, its agents, representatives, and employees in connection with the performance of work under this Agreement, and shall be maintained throughout the term of this Agreement. Insurance coverage shall be as follows:

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

ii. General Liability, insuring CITY its elected and appointed officers, agents, and employees from claims for damages for personal injury, including death, as well as from claims for property damage which may arise from CONSULTANT'S actions under this Agreement, whether or not done by

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

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

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

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

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

(i) Additional Insured Clause. "The CITY, its elected or appointed officers, officials, employees, agents, and volunteers are to be covered as additional insureds with respect to liability arising out of work performed by or on behalf of the CONSULTANT, including materials, parts, or equipment furnished in connection with such work or operations."

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

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

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

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

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

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

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

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

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

the limits and coverage required in this Agreement and which is applicable to a given loss will be available to the CITY.

H. Self Insured Retention/Deductibles. All policies required by this Agreement shall allow CITY, as additional insured, to satisfy the self-insured retention ("SIR") and/or deductible of the policy in lieu of the Owner (as the named insured) should Owner fail to pay the SIR or deductible requirements. The amount of the SIR or deductible shall be subject to the approval of the City Attorney and the Finance Director. Owner understands and agrees that satisfaction of this requirement is an express condition precedent to the effectiveness of this Agreement. Failure by Owner as primary insured to pay its SIR or deductible constitutes a material breach of this Agreement. Should CITY pay the SIR or deductible on Owner's behalf upon the Owner's failure or refusal to do so in order to secure defense and indemnification as an additional insured under the policy, CITY may include such amounts as damages in any action against Owner for breach of this Agreement in addition to any other damages incurred by CITY due to the breach.

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

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

16. NOTICE All Notices permitted or required under this Agreement shall be in writing, and shall be deemed made when delivered to the applicable party's representative as provided in this Agreement. Additionally, such notices may be given to the respective parties at the following addresses, or at such other addresses as the parties may provide in writing for this purpose.

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

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

CONSULTANT:
NV5, Inc.
163 Technology Drive, Suite 100
Irvine, California 92618
Attention: Jeffrey Cooper, PE

17. ENFORCEMENT OF AGREEMENT

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

18. CONFLICTS OF INTEREST

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

19. INDEPENDENT CONTRACTOR

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

20. ENTIRE AGREEMENT OF THE PARTIES

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

other agreement or amendment hereto shall be effective unless executed in writing and signed by both CITY and CONSULTANT.

21. GOVERNING LAW

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

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

CITY OF ROLLING HILLS

CITY MANAGER:

ELAINE JENG

DATE: 9/28/2020

NV5, INC.

DIRECTOR OF INFRASTRUCTURE

JEFFREY COOPER

DATE: 9/24/2020

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

MICHAEL JENKINS
CITY ATTORNEY

EXHIBIT A
SCOPE OF WORK

PROJECT UNDERSTANDING

The City of Rolling Hills evaluated the feasibility of connecting a portion of the City to a nearby existing wastewater conveyance system. Based on the sewer feasibility study, it is recommended to install a new 8" sewer main along Portuguese Bend Road and upgrade existing sewer main along Rolling Hills Road to a 10" and 12" sewer main prior to connecting to the Los Angeles County Trunk line. The new sewer extension will serve the City Hall, a Tennis Court Site and upstream properties. NV5 will note the recommendations expressed by Wildan in the Sewer Feasibility Study and make recommendations as discovered during the design process.

SCOPE OF WORK

The NV5 team has the size, depth and experience to commit the necessary personnel to meet your schedules and deadlines. The scope of work includes the preparation of plans, specifications, engineer's estimate of probable construction cost and bid support services for the installation of the new gravity sewer line. We are represented by highly experienced professionals who have proven track records managing public works projects. Our professional engineering design services for this project will include all services as listed in the Request for Proposal (RFP) including but not limited to the following:

1. Project Management and Administration

1.1 Meetings

We have included sufficient time and budget in our proposal to manage the project from start to finish including progress, budget and schedule oversight for in-house and sub consultant work. Our tasks for project management and administration include:

- Following the notice to proceed, NV5 will schedule and attend a kick-off meeting with City staff to initiate the project; establish lines of communication; review and refine, if needed, the project scope of work and schedule; establish design guidelines; discuss project parameters and constraints; and obtain background information.
- Participate in meeting(s) with City staff to discuss the project objectives and attend City Council meeting to answer any questions. Expected meetings listed below.
  - Scoping/Kick Off (2)
  - Utility (2)
  - Stakeholders (2)
  - City Council (2)
  - Design Review with Staff (2)

1.2. CEQA Process Overview

Our subconsultant ,ECORP, will prepare a technical memorandum that specifically addresses the feasibility of pursuing the following CEQA processes and determinations for the project – CEQA Statutory Exemption; or CEQA Categorical Exemption; or CEQA Initial Study and Mitigated Negative Declaration (IS/MND). Considerations associated with each approach are briefly described as follows.

Statutory Exemption

Using the Project information provided by the City, our team will determine if the Project fits the requirements for a statutory exemption. A preliminary review of the Project indicates that the Sewer Main Improvement project may qualify for a Statutory Exemption in accordance with Section 15282(k) of the CEQA Guidelines. This exemption allows for installation of new pipeline or the maintenance, repair, restoration, reconditioning, relocation, replacement, removal, or demolition of an existing pipeline within a public street or highway or any other public right-of-way as long as the project does not exceed one mile in length. There are no CEQA exceptions to review for a Statutory Exemption. Environmental process issues and feasibility of this approach will be addressed in the memorandum.

Categorical Exemption (CE)

Our team will review the list of Categorical Exemptions (CE) in CEQA §15300 to 15332 to determine if the Project fits any of the requirements for a CE. The technical memorandum will address the CE Exceptions (§15300.2) for CE Classes where these exceptions apply. Environmental considerations, the potential need for any supporting technical studies, and feasibility of this approach will be discussed in the memorandum.

Initial Study and Mitigated Negative Declaration (IS/MND)

Our team's technical memorandum will evaluate any project environmental issues and process considerations that would require preparation of a CEQA IS/MND. Environmental issues, provisions for public comment, process schedule, and potential need and advantages of this type of CEQA document in support of future grant funding applications, are among the issues to be considered.

Deliverable:

Our team will submit the CEQA Process Overview and meet with the project team and City to discuss findings and recommendations. Should a determination be made that a CEQA IS/MND is needed, our team will initiate this process with preparation of the Initial Study (Task 8).

1.3. Utility Research

NV5 will research and review available records and utilities, and confirm all known underground and overhead utilities on the project base map. The plans and specifications will require the Contractor to pothole locations where conflicts may occur, and those potential locations will be clearly identified on the plans.

1.4. Project Schedule Records

NV5 will develop and maintain a project schedule for approval based on the City approval process and grant restrictions if applicable.

1.5. Research, Survey, and Base map Preparation

- Perform field reconnaissance to inspect, photograph and make field notes to document the existing site and surrounding environment and become familiar with project conditions, limitations and possibilities.
- Research and review existing plans. The City will provide existing plans if available. We will research the City's records to obtain all available as-built improvement plans and record drawings, water and sewer atlas maps, sewer feasibility study, parcel maps, right-of-way data, address/business lists, reports, sample specifications and contract documents and any other information pertinent to the project. Collection of data will also include contact and coordination with public and private agencies that have utilities or facilities in the vicinity of the project area to obtain their records and requirements.
- NV5 will provide a base map for the sewer main realignment project.
  - The base map will include field work to pick up all surface features and aerial photogrammetry for preparation of the base construction drawings.
  - The base map will include all manholes, water valves, utility vaults, power poles, and other visible facilities. These will all be identified on the map.
  - NV5 will prepare base construction drawings on 24"x36" sheets with a standard City title block, using AutoCAD format. The plan and profile sheet(s) will be prepared at a horizontal scale of 1" = 40' and a vertical scale of 1" =4'.
  - The base construction drawings will include the standard signature block, sewer general notes, locations/sizes of all utilities, locations of buried infrastructure, above ground improvements, easements, property lines, rights-of-way, property addresses and pertinent survey data.

2. Design (Plans Specifications and Cost Estimate)

The construction plans will be prepared to conform to the general requirements of the City with consideration for the needs of the contractor's construction operations. NV5 will deliver completed and approved construction drawings on or ahead of the project schedule. All plans will be prepared and submitted considering value engineering and in a manner that ensures a complete design approved by the City with assumed three (4) plan checks during the submittals (65%, 90% and 100% and Final). The construction drawings will conform to the appropriate applicable standards and as approved by the City. We will meet with the City to discuss and review comments before proceeding to prepare the next step plans. NV5 will process the plans through the City and other agencies for approval.

Construction plans will include plan and profile sheets for the new and all details necessary for the construction of the proposed facilities. Plans will be prepared in the latest version of AutoCAD and using City's drafting standards. Each plan sheet shall be on the standard 24-inch by 36-inch sheet size. Plan and profile sheets will be scaled at 1-inch equals 40-feet horizontal

A. It is anticipated that the design plans will include the following 9 plan sheets:

SHEET	TITLE
T-1	Title Sheet
G-1	General Notes, Legend, Abbreviations, Basis of Bearings
C-1-5(5 Sheets)	Rolling Hills Road Sewer – Plan & Profile
C-6-8(2 Sheets)	Details

Deliverables:

NV5 will submit the following deliverables:

1. Mylar Plots
2. Record Drawings

NV5 will prepare record drawings for the 8-inch Sewer Main along Portuguese Bend Road/Rolling Hills Road installation. We will incorporate field as-built information provided by the City.

3. Specifications

NV5 will prepare Project Specifications at 65%, 90%, 100% and Final submittal: The specifications will conform with the current Standard Specifications for Public Works Construction (Greenbook). The Specifications will provide the required permits, standards and reference materials.

4. Cost Estimate
NV5 will prepare an engineer's construction estimate for the designed Project at the 65% submittal and 100% submittal.

5. Permitting and Regulations
NV5 will prepare all necessary documents and will apply for encroachment permits with the Cities of Rolling Hills Estates, Torrance and Los Angeles County in order to install the proposed sewer line within their respective areas.

NV5 will coordinate the connection fee payment to the California Health and Safety Code in order to discharge into LA County's Palos Verdes North Slope Relief Trunk Sewer Section 1. We will meet with these agencies and will address their comments as necessary to obtain required permits. Permit documents and approvals will be included as an appendix to the contract documents.

6. Bid Support
We will provide bidding assistance including responding to RFI's and RFC's, and provide sketches for clarification if needed.

7. Construction Support Services
The NV5 team will be available to attend the preconstruction meeting and other meetings with staff, agencies, and the public as required. We will also review the Contractor's submittals for conformance with contractor documents and respond to Requests for Information. We will also be available to clarify design related issues at all times and obtain necessary permits from affected agencies and utility companies.

8. Level of CEQA Service (Optional)
Pending results of the CEQA Process Review (Task 1.2), an Initial Study/Mitigated Negative Declaration may be required to support CEQA approvals.

CEQA Initial Study/Mitigated Negative Declaration (IS/MND): The CEQA IS would be prepared using the approved checklist format from the City or most recent revisions to Appendix G of the CEQA Guidelines. Our team will prepare a description of the project including the location of the project area; a brief description of the environmental setting; an identification of environmental effects using the above-referenced checklist format; substantial evidence to support the checklist entries; and a list of references and preparers.

A Phase 1 Environmental Site Assessment and technical assessments for Air Quality and Greenhouse Gas Emissions, and Noise and Vibration are proposed.

Phase 1 Environmental Site Assessment: A Phase I Environmental Site Assessment (ESA) will be performed for the subject site in accordance with the ASTM Standard Practice for Environmental site Assessments Designation E 1527-13. The ESA report will provide a discussion of any identified recognized environmental conditions (RECs) and areas of concern. Indications of prior releases of hazardous substances will be obtained via multiple sources including but not limited to: regulatory agency database searches, agency file searches, interviews with personnel familiar with current and past land use practices, review of aerial photographs, and a site reconnaissance. Assessments for prior releases of hazardous substances will also be made for adjacent and/or nearby properties.

Deliverables:

- Draft/Final Technical Studies
- Administrative Draft IS/MND
- Public Review Draft IS/MND
- CEQA Notices
- Final IS/MND & MMRP

CEQA Schedule

TASK/ACTIVITY	TIME FRAME FOR COMPLETION
CEQA Project Kickoff/AB 52 Tribal Notification(s) by City	NTP/CEQA Project Kickoff
Admin Draft IS/MND	No later than 5 weeks from 65% Design Plans
City Review	2 weeks
Close of AB 52 Tribal Resources Consultation	Prior to Draft IS/MND publication
Draft IS/MND	1 week
Notice of Intent/ Notice of Completion	With Draft IS/MND
Agency/Public Review	30 calendar days
Final IS/MND (includes Responses to Comments)	2 weeks
City Review	1 week
Notice of Determination	Filed with the Los Angeles County Clerk Recorder within 5 days of MND adoption

SCHEDULE + SCHEDULE CONTROL

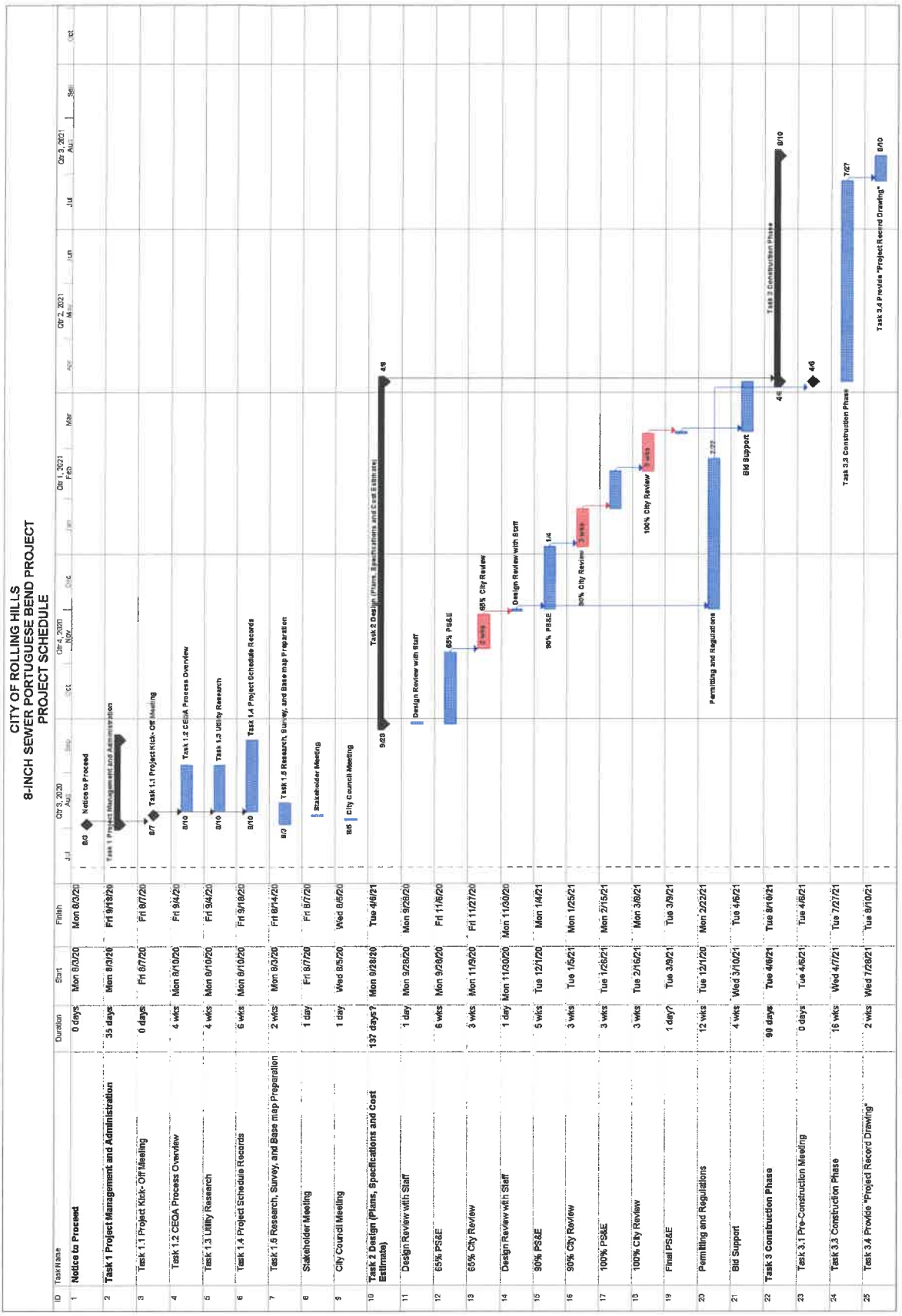


EXHIBIT B
FEE SCHEDULE

FEE SCHEDULE/COST PROPOSAL

NV5

FEE PROPOSAL
CITY OF ROLLING HILLS
8-INCH SEWER PORTUGUESE BEND/ROLLING HILLS ROAD INSTALLATION
TASK / HOUR BREAKDOWN

Task NO.		PROJECT DIRECTOR - QA/QC $175		PROJECT MANAGER $150		PROJECT ENGINEER $120		CADD DESIGNER $110		ADMINISTRATION $90		SUB-CONSULTANTS/ EXPENSES	TOTAL HOURS	TOTAL FEE
		HOURS	$	HOURS	$	HOURS	$	HOURS	$	HOURS	$			$
1	Project Management and Administration	0	$0	0	$0	0	$0	0	$0	0	$0			$0
1.1	Project Meetings and Coordination/Progress Report and Public Meetings	1	$175	6	$900	12	$1,440	4	$440	1	$90		24	$3,045
1.2	CEQA Process Overview	0	$0	0	$0	0	$0	0	$0	0	$0	$3,825	0	$3,825
1.3	Utility Investigation and Coordination	0	$0	0	$0	2	$240	4	$440	1	$90		7	$770
1.4	Project Schedule Records	0	$0	2	$300	2	$240	0	$0	0	$0		4	$540
1.5	Research of Existing Information, Survey, Base Map Preparation	0	$0	2	$300	6	$720	16	$1,760	2	$180	$9,561	26	$12,521
	Sub Total Task 1	1	$175	10	$1,500	22	$2,640	24	$2,640	4	$360	$13,386	61	$20,701
2	Final Design and Bid Documents	0	$0	0	$0	0	$0	0	$0	0	$0		0	$0
2.1	65% Submittal Package (PS&E)	1	$175	4	$600	28	$3,360	48	$5,280	1	$90		82	$9,505
2.2	90% Submittal Package (PS&E)	0	$0	2	$300	16	$1,920	36	$3,960	2	$180		56	$6,360
2.3	100% Submittal Package (PS&E)	1	$175	2	$300	12	$1,440	24	$2,640	2	$180		41	$4,735
2.4	Final Submittal Package (PS&E)	0	$0	2	$300	2	$240	6	$660	2	$180		12	$1,380
2.5	Permitting and Regulations	1	$175	4	$600	16	$1,920	6	$660	2	$180		29	$3,535
2.6	Bidding Support	1	$175	6	$900	0	$0	0	$0	1	$90		8	$1,165
	Sub Total Task 2	4	$700	20	$3,000	74	$8,880	120	$13,200	10	$900	$0	191	$26,680
3	Construction Management	0	$0	0	$0	0	$0	0	$0	0	$0		0	$0
3.1	Construction Support	1	$175	8	$1,200	24	$2,880	8	$880	2	$180		43	$5,315
3.2	Record Drawing Preparation(As-Builts)	0	$0	2	$300	0	$0	8	$880	0	$0		10	$1,180
	Sub Total Task 3	1	$175	10	$1,500	24	$2,880	16	$1,760	2	$180	$0	281	$6,495
	Miscellaneous Expenses													$500
	GRAND TOTAL	6	$1,050	40	$6,000	120	$14,400	160	$17,600	16	$1,440	$13,386	533	$54,376
1	Optional - CEQA IS/MND		$0		$0		$0		$0		$0	$26,820	0	$26,820

EXHIBIT C

Certificate of Exemption from Workers' Compensation Insurance

TO:	City of Rolling Hills
SUBJECT:	Sole Proprietor/Partnership/Closely Held Corporation with No Employees

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

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

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

CONSULTANT Signature _____

Printed Name of CONSULTANT _____

Date

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/23/2020

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

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

PRODUCER Cavignac & Associates 450 B Street, Suite 1800 San Diego CA 92101	CONTACT NAME: Certificate Department PHONE (A/C, No, Ext): 619-744-0574 FAX (A/C, No): 619-234-8601 E-MAIL ADDRESS: certificates@cavignac.com
INSURED NV5INC0-01 NV5, Inc. 163 Technology Drive Suite 100 Irvine, CA 92618	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Valley Forge Insurance Company — 20508 INSURER B : Continental Insurance Company — 35289 INSURER C : Transportation Insurance Co. — 20494 INSURER D : Berkley Insurance Company — 32603 INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 589891874 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR X Cross Liab/SevIn X $0 Deductible GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC OTHER:	Y	Y	6057040530	5/1/2020	5/1/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Stop Gap Liability	$ 1,000,000 $ 1,000,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 1,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS	Y	Y	6057040575	5/1/2020	5/1/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ $ $ $
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 0			CUE6076054554	5/1/2020	5/1/2021	EACH OCCURRENCE AGGREGATE 	$ 2,000,000 $ 2,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] N/A If yes, describe under DESCRIPTION OF OPERATIONS below		Y	WC657040558	5/1/2020	5/1/2021	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
D	Professional/ Pollution Liability			AEC903639504	5/1/2020	5/1/2021	Each Claim Aggregate	$1,000,000 $1,000,000

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

Re: 8" Sewer Main along Portuguese Bend Road/Rolling Hills Road Project. Additional Insured coverage applies to General Liability and Automobile Liability for City of Rolling Hills per policy form. Waiver of subrogation applies to General Liability, Automobile Liability, and Workers Compensation per policy form. Excess/Umbrella policy follows form over underlying policies: General Liability, Auto Liability & Employers Liability (additional insured and waiver of subrogation apply). Professional Liability - Claims made form, defense costs included within limit.

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

© 1988-2014 ACORD CORPORATION. All rights reserved.

ADDITIONAL INSURED ENDORSEMENT – CONTRACTUAL OBLIGATION

It is understood and agreed that this endorsement amends the **BUSINESS AUTO COVERAGE FORM** as follows:

SCHEDULE

Name of Additional Insured Person Or Organization
AS REQUIRED BY CONTRACT

1. Paragraph **A.1. Who Is An Insured** of Section **II** – LIABILITY COVERAGE is amended to include as an additional insured the person or organization scheduled above, but only if you are required by "written contract" to make that person or organization an additional insured under this policy.
2. The insurance provided to the additional insured is limited as follows:
   - **a.** The person or organization is an additional insured only with respect to "bodily injury" or "property damage" arising out of a covered "auto" and caused by your negligent acts or omissions or the negligent acts or omissions of someone, other than the additional insured, for whom you are legally liable.
   - **b.** The person or organization is not an additional insured for the person or organization's own acts or omissions, nor those of anyone, other than you, for whom the person or organization is legally liable.
   - **c.** We will not provide the additional insured any broader coverage or any higher limit of liability than the least that is:
     - **(1)** Required by the "written contract"; or
     - **(2)** Afforded to you under this policy.
3. Condition **2. Duties In the Event of Accident, Claim, Suit or Loss** of Section **IV** – BUSINESS AUTO CONDITIONS is amended to add the following conditions applicable to the additional insured:

   An additional insured under this endorsement will as soon as practicable:
   - **a.** Give us written notice of an "accident" which may result in a claim or "suit" under this insurance, and of any claim or "suit" that does result;
   - **b.** Agree to make available any other insurance the additional insured has for a loss we cover under this policy;
   - **c.** Send us copies of all legal papers received, and otherwise cooperate with us in the investigation, defense, or settlement of the claim or "suit"; and
   - **d.** Tender the defense and indemnity of any claim or "suit" to any other insurer or self insurer whose policy or program applies to a loss we cover under this policy. But if the "written contract" requires this insurance to be primary and non-contributory, this provision **d.** does not apply to insurance on which the additional insured is a Named Insured.

   We have no duty to defend or indemnify an additional insured under this endorsement until we receive from the additional insured written notice of a "suit."
4. Only for the purpose of the insurance provided by this endorsement, **SECTION V – DEFINITIONS** is amended to add the following definition:

   "Written contract" means a written contract or written agreement that requires you to make a person or organization an additional insured under this policy, provided the contract or agreement:
   1. Is currently in effect or becomes effective during the term of this policy; and
   2. Was executed prior to the accident for which the additional insured seeks coverage under this policy.

00020007560570405758532

Copyright CNA All Rights Reserved.

All other terms and conditions of the Policy remain unchanged.

Material used with permission of ISO Properties, Inc

Copyright CNA All Rights Reserved.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: NV5 Global, Inc

Endorsement Effective Date: 05/01/2020

SCHEDULE

Name(s) Of Person(s) Or Organization(s):
ANY PERSON OR ORGANIZATION AGAINST WHOM YOU HAVE AGREED TO WAIVE SUCH RIGHT OF RECOVERY IN A WRITTEN CONTRACT OR AGREEMENT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** Condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

0002000756057040575846 2

Copyright, Insurance Services Office, Inc., 2009

Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

I. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:

A. in the performance of your ongoing operations subject to such **written contract**; or

B. in the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury** or **property damage** included in the **products-completed operations hazard**, and only if:

1. the **written contract** requires you to provide the additional insured such coverage; and

2. this **coverage part** provides such coverage.

II. But if the **written contract** requires:

A. additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or

B. additional insured coverage with "arising out of" language; or

C. additional insured coverage to the greatest extent permissible by law;

then paragraph **I.** above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of **your work** that is subject to such **written contract**.

III. Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

A. coverage broader than required by the **written contract**; or

B. a higher limit of insurance than required by the **written contract**.

IV. The insurance granted by this endorsement to the additional insured does not apply to **bodily injury**, **property damage**, or **personal and advertising injury** arising out of:

A. the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:

1. the preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and

2. supervisory, inspection, architectural or engineering activities; or

B. any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **coverage part**.

V. Under **COMMERCIAL GENERAL LIABILITY CONDITIONS,** the Condition entitled **Other Insurance** is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this **coverage part**:

Primary and Noncontributory Insurance

Copyright CNA All Rights Reserved. Includes copyrighted material of Insurance Services Office, Inc., with its permission.

With respect to other insurance available to the additional insured under which the additional insured is a named insured, this insurance is primary to and will not seek contribution from such other insurance, provided that a **written contract** requires the insurance provided by this policy to be:

1. primary and non-contributing with other insurance available to the additional insured; or
2. primary and to not seek contribution from any other insurance available to the additional insured.

But except as specified above, this insurance will be excess of all other insurance available to the additional insured.

VI. Solely with respect to the insurance granted by this endorsement, the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;
2. send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and
3. make available any other insurance, and tender the defense and indemnity of any **claim** to any other insurer or self-insurer, whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph **3.** does not apply to insurance on which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.

VII. Solely with respect to the insurance granted by this endorsement, the section entitled **DEFINITIONS** is amended to add the following definition:

Written contract means a written contract or written agreement that requires you to make a person or organization an additional insured on this **coverage part**, provided the contract or agreement:

A. is currently in effect or becomes effective during the term of this policy; and

B. was executed prior to:

1. the **bodily injury** or **property damage**; or
2. the offense that caused the **personal and advertising injury**;

for which the additional insured seeks coverage.

Any coverage granted by this endorsement shall apply solely to the extent permissible by law.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

Copyright CNA All Rights Reserved. Includes copyrighted material of Insurance Services Office, Inc., with its permission.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE
Name Of Person Or Organization:
Any person or organization against whom you have agreed to waive such right of recovery in a written contract or agreement.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

It is understood and agreed that the condition entitled **Transfer Of Rights Of Recovery Against Others To The Insurer** is amended by the addition of the following:

Solely with respect to the person or organization shown in the Schedule above, the Insurer waives any right of recovery the Insurer may have against such person or organization because of payments the Insurer makes for injury or damage arising out of the **Named Insured's** ongoing operations or **your work** done under a contract with that person or organization and included in the **products-completed operations hazard**.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

CNA

BLANKET WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS

This endorsement changes the policy to which it is attached.

It is agreed that **Part One - Workers' Compensation Insurance G. Recovery From Others** and **Part Two - Employers' Liability Insurance H. Recovery From Others** are amended by adding the following:

We will not enforce our right to recover against persons or organizations. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

PREMIUM CHARGE - Refer to the Schedule of Operations

The charge will be an amount to which you and we agree that is a percentage of the total standard premium for California exposure. The amount is Blanket Waiver of Subrogation Percentage Charge%.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

© Copyright CNA All Rights Reserved.

FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

THIS FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT ("First Amendment") is made and entered into this 13th day of February, 2023 in City of Rolling Hills, County of Los Angeles, State of California, by and between the CITY OF ROLLING HILLS, a California municipal corporation (hereinafter the "CITY"), and NV5, Inc. a California corporation (hereinafter the "CONSULTANT").

1. RECITALS:

A. On August 24, 2020, the CITY entered into a Professional Services Agreement with CONSULTANT to provide engineering design services for the 8-Inch sewer main line project along Portuguese Bend Road/Rolling Hills Road (the "Agreement").

D. CITY AND CONSULTANT now desire to amend the Agreement so that CONSULTANT shall provide engineering design services for the 8-Inch Sewer main line project along Portuguese Bend Road/Rolling Hills Road in bifurcated phases. Phase 1, which is the required design and engineering work for the new 8-Inch sewer from Rolling Hills to the existing 8-Inch sewer in Rolling Hills Estates.

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

F. CONSULTANT is willing to render such professional services.

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

1. SCOPE OF WORK

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

2. COST

CITY agrees to pay CONSULTANT for the services required by this Agreement on a Time and Materials basis as set forth in Exhibit A, subject to a do not exceed amount in the amount of $23,670.00. This fee includes all expenses, consisting of travel, attendance at meetings, and miscellaneous costs. It also includes any escalation or inflation factors anticipated. Any increase in

Agreement amount or scope shall be by express written amendment approved by the CITY and CONSULTANT.

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

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

CITY OF ROLLING HILLS

CITY MANAGER:

ELAINE JENG

DATE: 02/17/2023

NV5, INC.

SENIOR VICE PRESIDENT

JEFFREY COOPER

DATE: February 7, 2023

ATTEST:

CHRISTIAN HORVATH
CITY CLERK

APPROVED AS TO FORM:

PATRICK DONEGAN
CITY ATTORNEY

EXHIBIT A
SCOPE OF WORK AND FEE SCHEDULE

NV5

September 28, 2022

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

SUBJECT: Phase 1 – 8-inch Sewer Main from Rolling Hills to Existing Rolling Hills Estates

Dear Mr. Palermo,

NV5 is currently completing the design for the Rolling Hills Portuguese Bend Sewer Main Improvement Project. The project impacts the intersection of Crenshaw Boulevard and Rolling Hills Road along with Rolling Hills Road itself on both sides of the street. Currently, the City has asked that NV5 split the original design package that included both the Rolling Hills Portuguese Bend and the City of Torrance portions into two separate bid packages from the original single bid package at the commencement of design. Therefore, the City has requested that the project be split such that Phase 1 becomes the new 8-inch sewer from Rolling Hills to the existing 8-inch sewer in Rolling Hills Estates and Phase 2 becomes the new Sewer Upgrades in the City of Torrance. This request addresses the Phase 1 split for the Rolling Hills/Rolling Hills Estates portion.

Our Rolling Hills Plans are essentially complete, and hours assume incorporating previous comments on sheet C-6 Striping Plans, and removal of the City of Torrance sheet with renumbering of sheets.

The City is engaging another engineering firm to perform a supplemental Sewer Study, which will show future sewer connections as well as update the Sewer Study to show the existing sewer downstream of the upgraded area can accept the conveyance from Rolling Hills, including City Hall, the Community Association Building, Tennis Court Facilities, and the Main Gatehouse. Minor revisions to NV5's plans, such as sewer upsizing on the plan-set and minor specification updates, may, therefore, be needed pending the outcome of the Sewer Study by others and is not included herein.

NV5 will update our existing engineer's cost estimate for this portion of the work. While this is a standard Class 2 Cost Estimate in accordance with AACEI for control or bid/tender, the City should be aware of the current pricing volatility due to COVID-19 constraints, lack of workforce, and lack of materials is driving up pricing at an unprecedented rate, leading to a larger margin of ranges in the cost estimate.

The City has additionally requested that the City Hall Building located at the southeast corner of Palos Verdes North Drive and Portuguese Bend Road with the 4-inch sewer lateral out of the north side of the building be extended and connected to the new sewer down Portuguese Bend Road. This will be incorporated into an additional sheet, if necessary, as an optional item on the project plans to show the sewer lateral extending to the east to connect the City Hall and the separate Rolling Hills Community Association Building.

The NV5 team will provide limited office engineering during construction. This may include meeting attendance and limited submittal review and processing for up to 24 hours of the Project Engineer's time and 8 hours of the CAD Designer's time. Additionally, NV5 will process the Contractor's red-line, as-built information into CADD format for electronic delivery to the City with 16 hours of CADD time.

No additional utility investigation will be added, as it is assumed that the prior utility investigation for the sewer line in the same vicinity will be sufficient. It is assumed additionally that the City will not require engineered traffic control and that this can be assigned to the Contractor to be performed by the Construction Contractor prior to commencement of construction. NV5 will update the specifications for the sewer lines, including the bid schedule, pipeline material, and testing process. NV5 assumes one submittal to the City.

The fee to provide these services is as follows:

TASK NO.	WORK DESCRIPTION	PROJECT MANAGER		PROJECT ENGINEER		CAD DESIGNER		ODCs *	FEE *
		$190		$150		$120			
		Hours	$	Hours	$	Hours	$		
1	Prior Rolling Hills Submittals	3	$570	10	$1,500	25	$3,000		$5,070
2	Rolling Hills Updates								
2.1	Future Minor Design Updates to Rolling Hills from Willdan Study (NIC)								
2.2	Updates Rolling Hills Set (C-6 and Sheet Renumbering	2	$380	8	$1,200	8	$960		$2,540
3	Update Engineering Cost Estimate	4	$760	8	$1,200				$1,960
4	Limited Office Engineering During Construction								
4.1	Construction Support	8	$1,520	24	$3,600	8	$960		$6,080
4.2	Record Drawing Preparation (CADD Contractor's As-Builts)	2	$380	2	$300	16	$1,920		$2,600
	Subtotal Items 1-4 Above	19	$3,610	52	$7,800	57	$6,840		$18,250
5	Optional Connection Sheet to City Hall & Rolling Hills Community Association Building	2	$380	8	$1,200	32	$3,840		$5,420
Total Fee		21	$3,990	60	$9,000	89	$10,680	$0	$23,670

* Subconsultant and ODCs are Marked Up 15%

The method of compensation will be based on time and materials in accordance with the rates provided in this fee proposal. The estimated hours are listed for each task, and the actual hours may vary. The total compensation for the services and work rendered will not exceed the total fee.

We greatly appreciate your consideration of this matter, and we thank you for the opportunity to work with the City on this project. Should you have any questions or require additional information, please contact me at 951.377.1566 or via email at luanne.bean@nv5.com.

Respectfully submitted,
NV5, Inc.

Luanne Bean, PE
Director of Water & Wastewater Operations

Jeffrey M. Cooper, PE
Senior Vice President

PN: P27022-0006149.00

June 20, 2023

City of Rolling Hills
Attn: Alan Palermo
2 Portuguese Bend Road
Rolling Hills, CA 90274

Subject: Rolling Hills Portuguese Bend Sewer Main Improvement Project – Torrance Set of Traffic Control Plans, Potholing, Updated Sewer Design, Waterline Relocation

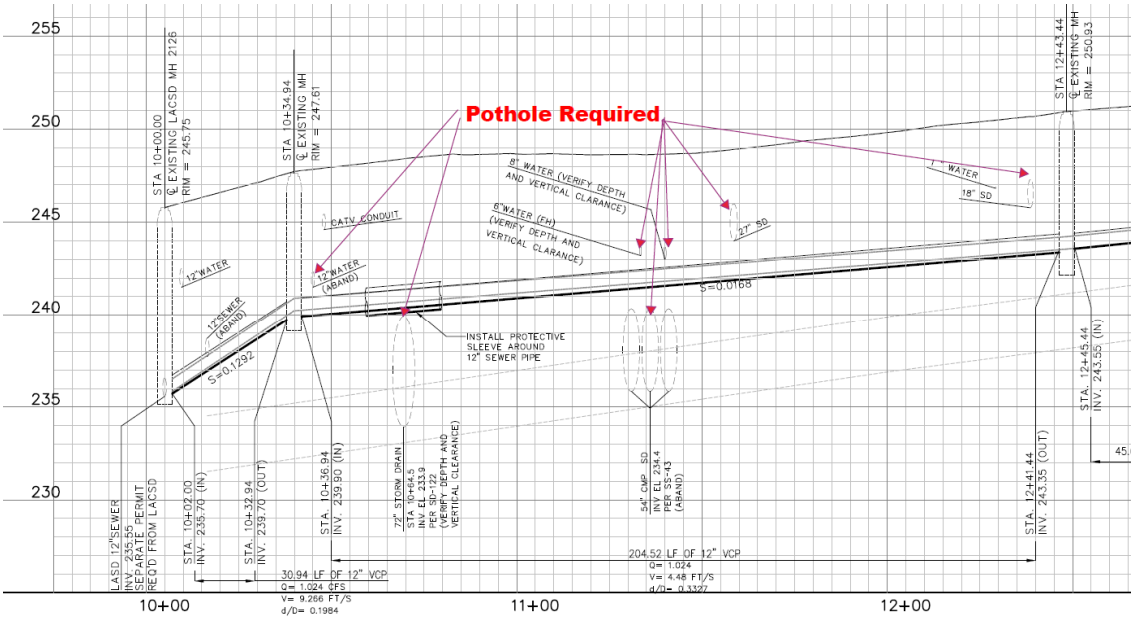
Dear Mr. Palermo,

NV5 is currently completing the design for the Rolling Hills Portuguese Bend Sewer Main Improvement Project for the City of Torrance (City). The project impacts the intersection of Crenshaw Boulevard and Rolling Hills Road, along with Rolling Hills Road itself on both sides of the street. The City of Torrance has recently requested an engineered traffic control plan in order for the contractor to install the new sewer. NV5 will follow the appropriate applicable standards such as City, County, and State Standard Plans and Specifications, APWA Standard Specifications for Public Works Construction "Greenbook," and Manual of Traffic Uniform Control Devices.

It appears due to the alignment of the sewer, the traffic control will have to be phased. For the first phase, the majority of Rolling Hills Road is a 60-foot travel way with the sewer running near the centerline of the street. To address this, NV5 will be able to design traffic control to allow the contractor to work in the center of the roadway with a single lane of traffic on each side of the roadway with "no street parking" posted. For the second phase, the sewer moves to one side of Rolling Hills Road, so traffic will be switched to the opposite side of the road, again with a single lane of traffic each way with "no street parking" posted.

NV5 will prepare traffic control plans for the intersection of Crenshaw Boulevard with Rolling Hills Road along with Rolling Hills Road within the above three phases. NV5 will prepare a base map for the project area based on Google Earth images since these required traffic control plans are outside of our original survey limits. NV5 will assume that the City of Torrance will review the plans and has planned for a submission to the City of Torrance and a resubmission upon the incorporation of the City's initial comments. Gerald Tom, PE, TE, a State of California Registered Traffic Engineer, will supervise the preparation of the traffic control plans by our CAD Designer, Rafael Gutierrez, who is already familiar with the project, having previously completed the sewer design drawings for the City of Torrance.

NV5 will work with a subcontractor to perform the potholing. NV5 understands that the subcontractor's crew is subject to prevailing wages and NV5 will mark up the subconsultant costs by 15%. The potholing will include the City of Torrance permits currently listed on the City's website for $1,561, and traffic control plans required for permitting which we are assuming $2,500 for, as well as hot patch back of the pothole locations at an additional $2,500 for the two water lines (8-inch and 6-inch to fire hydrant) and 72-inch storm drain pothole as shown on the following sketch.



NV5 will update the design to reflect the pothole information for the potholes on Station 12+43.44 to Station 10+34.94. We will include updates to the specifications for pipe sleeves as required at crossings. NV5 assumes two resubmittals to the City of Torrance for review.

We have included an optional scope and fee to design/revise the existing 8-inch and 6-inch waterlines that would allow for the sewer design. NV5 assumes one sheet each for the 8-inch waterline and the 6- inch waterline with the plan and profile, plus one standard sheet.

No additional utility investigation will be added, as it is assumed that the prior utility investigation for the sewer line in the same vicinity will be sufficient for the water lines. NV5 will update the specifications for the waterlines, including the bid schedule, pipeline material, disinfection and testing process, as well as AVAR valves at each end. NV5 assumes two submittals to the City of Torrance for review.

The fee to provide these services is as follows on the next page:

TASK NO.	WORK DESCRIPTION	PROJECT MANAGER		PROJECT ENGINEER		TRAFFIC CONTROL ENGINEER		CAD DESIGNER		Cedro Construction *	ODC's *	FEE *
		$195		$155		$170		$135				
		Hours	$	Hours	$	Hours	$	Hours	$			
1	Prior Torrance Submittals	2	$390	8	$1,240		$0	24	$3,240			$4,870
2	Traffic Control Plans for Final Design											
2.1	Preparation of Three Phased Traffic Control Plans	8	$1,560	16	$2,480	24	$4,080	90	$12,150			$20,270
2.2	1st Submittal Corrections to City of Torrance & 2nd Submittal	4	$780	8	$1,240	12	$2,040	24	$3,240			$7,300
3	Potholing											
3.1	Permits (If Applicable, $1561 Per 2021 Fee Schedule)	4	$780	8	$1,240		$0		$0		$1,795	$3,815
3.2	Up To Three Days Potholing (up to 3 days @ $41,630 sub)		$0	24	$3,720		$0		$0	$41,630		$45,350
3.3	Up to Six Hot Patch of 2x2 Potholes ($2500)		$0		$0		$0		$0	$2,500		$2,500
3.4	Traffic Control Plans (If Needed Up to $2500 If Not WATCH)		$0		$0		$0		$0	$2,500		$2,500
4	Design Updates from Pothole Information on Torrance Set											
4.1	Update the Torrance Set	4	$780	16	$2,480		$0	24	$3,240			$6,500
4.2	Two Resubmittals to the City of Torrance	2	$390	6	$930		$0	16	$2,160			$3,480
	Subtotal Task 1-4	24	$4,680	62	$13,330	36	$6,120	178	$24,030	$46,630	$1,795	$96,585
5	Optional Scope for Waterline Redesign											
5.1	Two Additional Sheets Plus One Standard Sheet	4	$780	24	$3,720		$0	60	$8,100			$12,600
5.2	Two Resubmittals to the City of Torrance	2	$390	6	$930		$0	16	$2,160			$3,480
5.3	Update Specifications for Waterlines	2	$390	24	$3,720		$0		$0			$4,110
5.4	Update Cost Estimate for Waterlines	2	$390	16	$2,480		$0		$0			$2,870
	Subtotal Task 5	10	$1,950	70	$10,850	0	$0	76	$10,260	$0	$0	$23,060
	Subtotal Task 1-5	34	$6,630	132	$24,180	36	$6,120	254	$34,290	$46,630	$1,795	$119,645
Total Fee												**$119,645**

* Subconsultant and ODC's are Marked Up 15%

The method of compensation will be based on time and materials in accordance with the rates provided in this fee proposal. The estimated hours are listed for each task and the actual hours may vary. The total compensation for the services and work rendered will not exceed the total fee.

We greatly appreciate your consideration of this matter and we thank you for the opportunity to work with the City on this project. Should you have any questions or require additional information, please contact me at 951.377.1566 or via email at Luanne.Bean@NV5.com.

Respectfully submitted,
NV5

Luanne Bean, MS, PE
Director of Water & Waste Water Operations

Jeffrey M. Cooper, PE
Senior Vice President

PN: P27023-0003974.00

Agenda Item No.: 12.B
Mtg. Date: 06/26/2023

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

FROM: **ALAN PALERMO, PROJECT MANAGER**

THRU: **DAVID H. READY**

SUBJECT: **APPROVE TENNIS COURTS ADA IMPROVEMENT PROJECT DESIGN; AUTHORIZE STAFF TO ADVERTISE FOR CONSTRUCTION BIDS; AND APPROVE LANDSCAPING DESIGN FOR THE TENNIS COURTS**

DATE: **June 26, 2023**

BACKGROUND:
As reported to City Council at the June 12, 2026 City Council Meeting, city staff and the Rolling Hills Community Association (RHCA) held a coordination meeting in May 2023. At this meeting, it was communicated that the City's Tennis Courts ADA Improvement Project would incorporate the grading and retaining wall to support the RHCA's Cabana improvement/amenities project. This addition to the city's improvement plans was determined based on the sequence of construction and to facilitate workflow between contractors commissioned by the city and the RHCA. City staff, RHCA, and Bolton Engineering have held two subsequent coordination meetings on June 6, 2023 and June 14, 2023 to discuss outstanding items and update all parties.

The RHCA has engaged the design consultant to update previously prepared plans for landscaping, irrigation and lighting improvements at the tennis courts. These improvements will be presented to the City Council for discussion in the coming months. In 2017 when the city decided to bring the tennis courts into compliance with ADA, these improvements were not included in that decision.

The next steps in the process include a review of the city's improvement plans by the RHCA Architectural Committee which was completed on June 13, 2023. The city's improvement plans were approved by the committee. The remaining outstanding review comment by Los Angeles County Building and Safety (LACBS) is to provide approval of the improvement plans from Planning Department and the RHCA. Bolton Engineering resubmitted plans with these required approvals for a final round of plan check on June 15, 2023. Staff anticipates that the Tennis Courts Improvement Project will be ready to advertise for construction bids in July 2023.

DISCUSSION:

Planning ahead regarding release of the Tennis Court ADA Improvement project for construction bid, several other projects with RHCA in the lead are being coordinated to ensure the improvements account for these future projects. These projects include the new Cabana, revising the landscape, irrigation, and lighting plans, and a retaining wall submittal. The plans for the new Cabana are scheduled to be submitted to LACBS in early July 2023. Once the plans for the Cabana are completed for first submittal to LACBS, the RHCA will present to City Council at a future meeting for feedback. The previously approved landscape, irrigation, and lighting plans (approved in 2016) for the tennis court facility to support the city ADA Improvement Plans will be revised to reflect the changes to the site since they were first approved. Bolton Engineering will be handling the retaining wall submittal to LACBS.

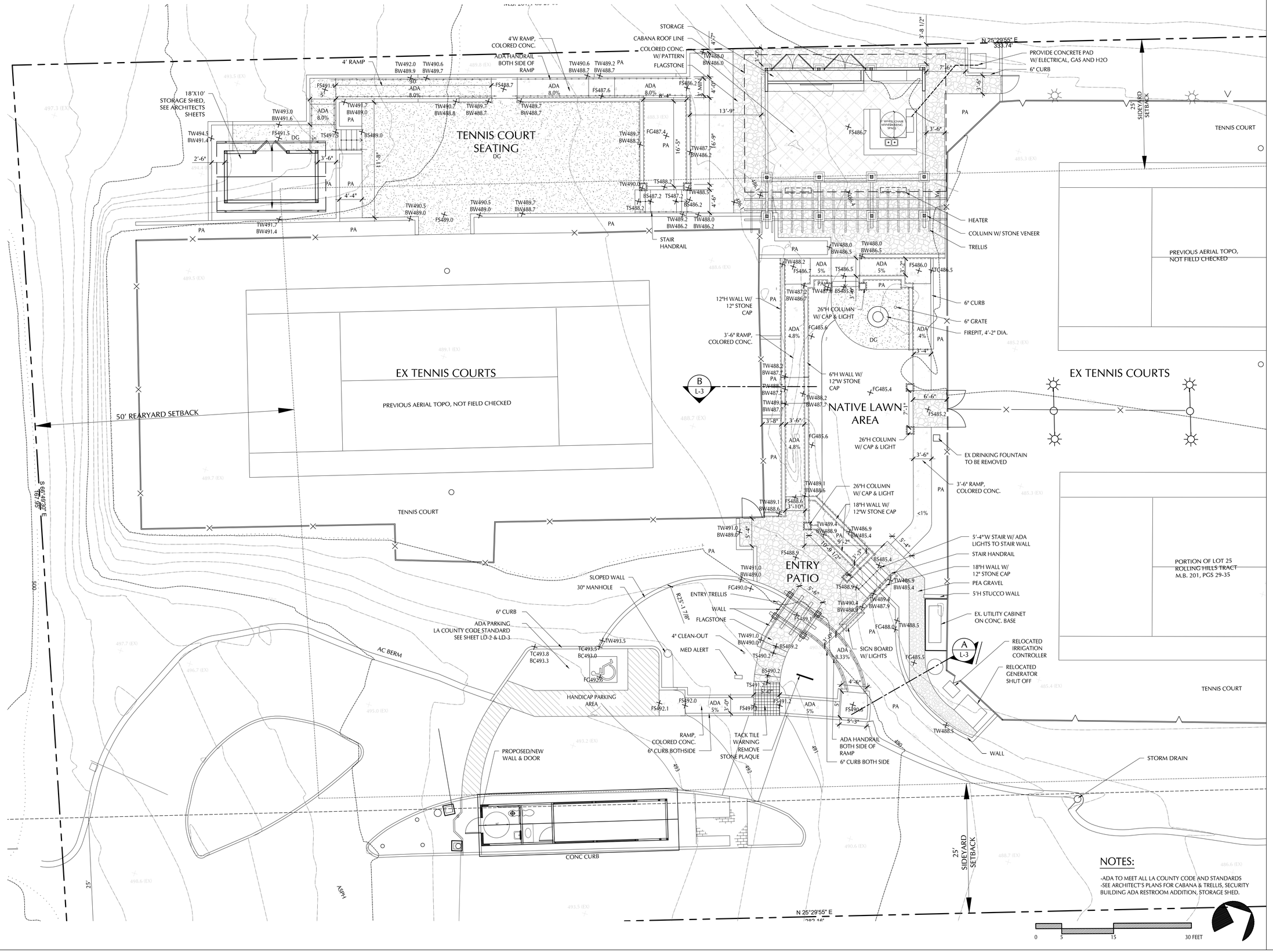
To help facilitate updating the landscape, irrigation, and lighting plans, the City has proposed to take on the $10,000 fee to update the plans including any calculations necessary to comply with water efficient landscape requirements to continue progress with improvements to the tennis courts.

FISCAL IMPACT:
In previous years, the City Council received construction estimates for the project and listed $300,000 in past Capital Improvement Plans. However, in the adopted budget for Fiscal Year 2022-2023, the City Council did not allocate funds for the project. In the approved budget for Fiscal Year 2023-2024, the City Council allocate budget to the project.

If the City Council directs staff to advertise the project for construction bids, and approves an allocation for $10,000 for the landscape, irrigation and lighting plans for the tennis courts, a total of $310,000 would be needed using General Fund Reserves.

RECOMMENDATION:
Approve as presented.

ATTACHMENTS:
011917 L-1.pdf
2023-06-16 Tennis Court ADA Letter of Approval & Permit.pdf
GR2301100001 Agency Referral.pdf
GR2301100001 ESCP Review Sheet 1.pdf
GR2301100001 Grading Review Sheet 1.pdf



NOTES:

-ADA TO MEET ALL LA COUNTY CODE AND STANDARDS
-SEE ARCHITECT'S PLANS FOR CABANA & TRELLIS, SECURITY BUILDING ADA RESTROOM ADDITION, STORAGE SHED.

Richie-Bray, Inc.
LANDSCAPE ARCHITECTURE

2432 Via Amador,
Palos Verdes Estates, CA 90274
(310) 377-5868
FAX : (310) 377-3484

E-mail: rbadmin@richie-bray.com

LICENSED LANDSCAPE ARCHITECT
DEBORAH RICHIE #4407
Signature
Renewal Date
Date
STATE OF CALIFORNIA

PROJECT TITLE

ROLLING HILLS COMMUNITY TENNIS COURTS

1 PORTUGUESE BEND ROAD
ROLLING HILLS, CA 90274

SHEET TITLE

HARDSCAPE & MATERIAL PLAN

FM SUBMITTAL
11-16-2016

REVISIONS		
	7-06-2016	1-21-2016
	6-17-2016	1-13-2016
	6-14-2016	1-05-2016
1-18-2017	5-24-2016	12-09-2015
11-11-2016	5-16-2016	12-07-2015
11-8-2016	3-21-2016	9-23-2015

SCALE: 1/8" = 1'-0"

DATE: 8-10-2015

DRAWN BY:

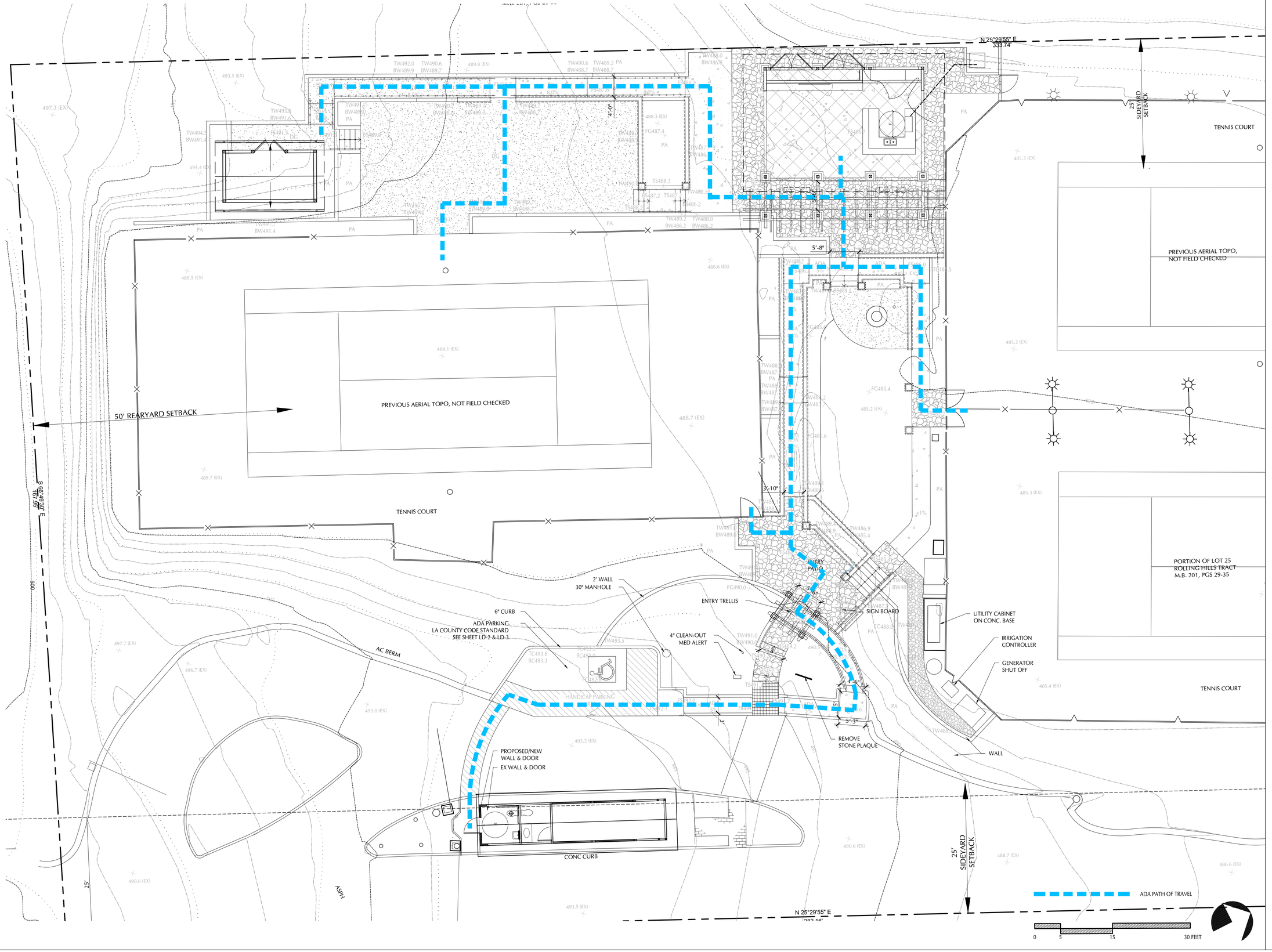
CHECKED:

XREF FILE:

PROJECT NO.

SHEET NO.

L-1



Richie-Bray, Inc.
LANDSCAPE ARCHITECTURE

2432 Via Amador,
Palos Verdes Estates, CA 90274
(310) 377-5868
FAX : (310) 377-3484

E-mail: rbadmin@richie-bray.com

LICENSED LANDSCAPE ARCHITECT
DEBORAH RICHIE #4407
Signature
Renewal Date
Date
STATE OF CALIFORNIA

PROJECT TITLE

ROLLING HILLS COMMUNITY TENNIS COURTS

1 PORTUGUESE BEND ROAD
ROLLING HILLS, CA 90274

SHEET TITLE

ADA PATH OF TRAVEL

REVISIONS

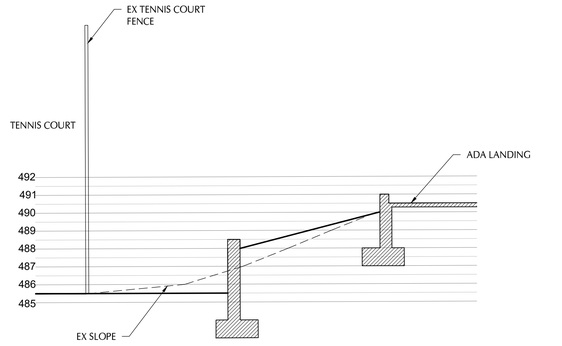
1-18-2017
6-17-2016
3-21-2016
1-21-2016

SCALE: 1/8" = 1'-0"
DATE: 1-13-2016
DRAWN BY:
CHECKED:
XREF FILE:

PROJECT NO.

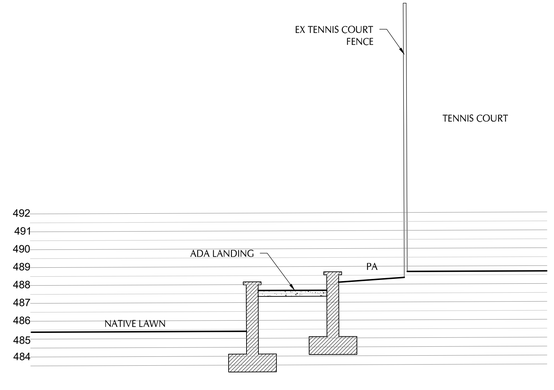
SHEET NO.

L-2



A - SECTION

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



B - SECTION

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

Richie-Bray, Inc.
LANDSCAPE ARCHITECTURE

2432 Via Amador,
Palos Verdes Estates, CA 90274
(310) 377-5868
FAX : (310) 377-3484

E-mail: rbadmin@richie-bray.com

LICENSED LANDSCAPE ARCHITECT
DEBORAH RICHIE #4407
Signature
Renewal Date
Date
STATE OF CALIFORNIA

PROJECT TITLE

ROLLING HILLS
COMMUNITY
TENNIS COURTS

1 PORTUGUESE BEND ROAD
ROLLING HILLS, CA 90274

SHEET TITLE

SECTIONS

PRELIMINARY

REVISIONS

1-18-2017

6-17-2016

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

DATE: 5-24-2016

DRAWN BY:

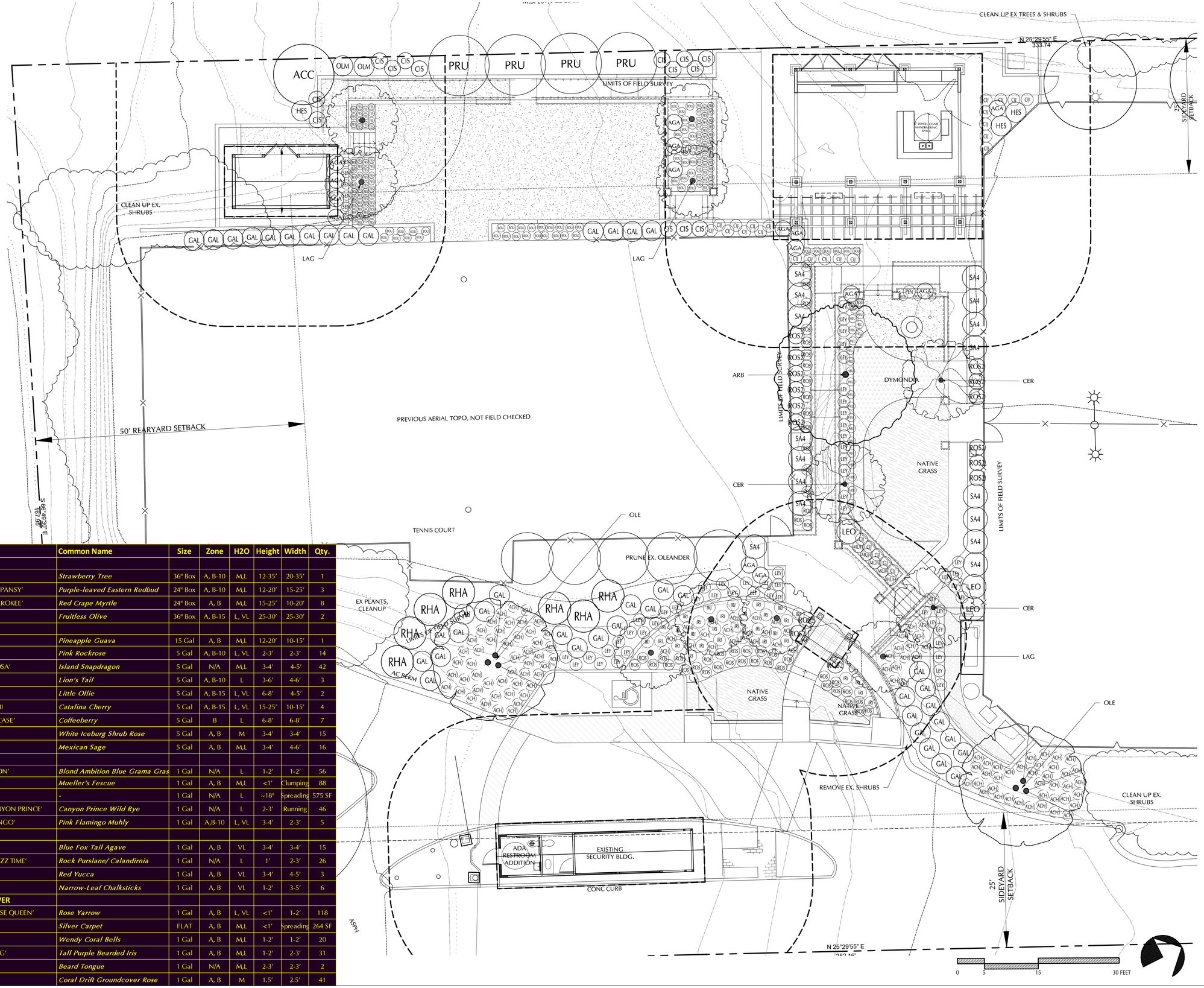
CHECKED:

XREF FILE:

PROJECT NO.

SHEET NO.

L-3



Key	Botanical Name	Common Name	Size	Zone	H2O	Height	Width	Qty.
	TREE:							
ARB	ARBUTUS UNEDO	*Strawberry Tree*	36" Box	A, B-10	M,L	12-35'	20-35'	1
CER	CERCIS CANADENSIS 'FOREST PANSY'	*Purple-leaved Eastern Redbud*	24" Box	A, B-10	M,L	12-20'	15-25'	3
LAG	LAGERSTROEMIA INDICA 'CHEROKEE'	*Red Crape Myrtle*	24" Box	A, B	M,L	15-25'	10-20'	8
OLE	OLEA EUROPAEA 'WILSONI'	*Fruitless Olive*	36" Box	A, B-15	L, VL	25-30'	25-30'	2
	SHRUB:							
ACC	ACCA SELLOVIANA	*Pineapple Guava*	15 Gal	A, B	M,L	12-20'	10-15'	1
CIS	CISTUS X SKANBERGII	*Pink Rockrose*	5 Gal	A, B-10	L, VL	2-3'	2-3'	14
GAL	GALVEZIA SPECIOSA 'BOCAROSA'	*Island Snapdragon*	5 Gal	N/A	M,L	3-4'	4-5'	42
LEO	LEONOTIS LEONURUS	*Lion's Tail*	5 Gal	A, B-10	L	3-6'	4-6'	3
OLM	OLEA EUROPAEA 'MONTRA'	*Little Ollie*	5 Gal	A, B-15	L, VL	6-8'	4-5'	2
PRU	PRUNUS ILICIFOLIA SPP LYONII	*Catalina Cherry*	5 Gal	A, B-15	L, VL	15-25'	10-15'	4
RHA	RHAMNUS CALIFORNIA 'EVE CASE'	*Coffeeberry*	5 Gal	B	L	6-8'	6-8'	7
ROS2	ROSA 'ICEBURG'	*White Iceburg Shrub Rose*	5 Gal	A, B	M	3-4'	3-4'	15
SA4	SALVIA LEUCANTHA	*Mexican Sage*	5 Gal	A, B	M,L	3-4'	4-6'	16
	GRASS / GRASS-LIKE							
BOU	BOUTELOUA 'BLOND AMBITION'	*Blond Ambition Blue Grama Gras*	1 Gal	N/A	L	1-2'	1-2'	56
FES	FESTUCA MUELLERI	*Mueller's Fescue*	1 Gal	A, B	M,L	<1'	Clumping	88
-	NATIVE GRASS	-	1 Gal	N/A	L	~18"	Spreading	575 SF
LEY	LEYMUS CONDENSATUS 'CANYON PRINCE'	*Canyon Prince Wild Rye*	1 Gal	N/A	L	2-3'	Running	46
MUH	MUHLENBERGIA 'PINK FLAMINGO'	*Pink Flamingo Muhly*	1 Gal	A,B-10	L, VL	3-4'	2-3'	5
	SUCCULENTS:							
AGA	AGAVE ATTENUATA 'NOVA'	*Blue Fox Tail Agave*	1 Gal	A, B	VL	3-4'	3-4'	15
CIJ	CISTANTHE GRANDIFLORA 'JAZZ TIME'	*Rock Purslane/ Calandrinia*	1 Gal	N/A	L	1'	2-3'	26
HES	HESPERALOE PARVIFLORA	*Red Yucca*	1 Gal	A, B	VL	3-4'	4-5'	3
SEN	SENECIO CYLINDRICUS	*Narrow-Leaf Chalksticks*	1 Gal	A, B	VL	1-2'	3-5'	6
	PERENNIAL / GROUNDCOVER							
ACH	ACHILLEA MILLEFOLIUM 'CERISE QUEEN'	*Rose Yarrow*	1 Gal	A, B	L, VL	<1'	1-2'	118
DYM	DYMONDIA MARGARETAE	*Silver Carpet*	FLAT	A, B	M,L	<1'	Spreading	264 SF
HEU	HEUCHERA 'WENDY'	*Wendy Coral Bells*	1 Gal	A, B	M,L	1-2'	1-2'	20
IRI	IRIS 'GRANDMA'S PURPLE FLAG'	*Tall Purple Bearded Iris*	1 Gal	A, B	M,L	1-2'	2-3'	31
PEN	PENSTEMON 'FIREBIRD'	*Beard Tongue*	1 Gal	N/A	M,L	2-3'	2-3'	2
ROS	ROSA 'MEIDRIFORA'	*Coral Drift Groundcover Rose*	1 Gal	A, B	M	1.5'	2.5'	41

Richie-Bray, Inc.
LANDSCAPE ARCHITECTURE

2432 Via Amador,
Palos Verdes Estates, CA 90274
(310) 377-5868
FAX : (310) 377-3484

E-mail: rbadmin@richie-bray.com

LICENSED LANDSCAPE ARCHITECT
DEBORAH RICHIE #4407
Signature
Renewal Date
Date
STATE OF CALIFORNIA

PROJECT TITLE

ROLLING HILLS COMMUNITY TENNIS COURTS

1 PORTUGUESE BEND ROAD
ROLLING HILLS, CA 90274

ASSESSOR'S ID NO.: 7569-015-900

SHEET TITLE

PLANTING PLAN

REVISIONS

1-18-2017
11-11-2016
7-6-2016
2-17-2016
6-21-2016

SCALE: 1/8" = 1'-0"

DATE: 2-17-2016

DRAWN BY:

CHECKED:

XREF FILE:

PROJECT NO.

SHEET NO.

LP-1

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

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

June 16, 2023

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

To Whom it May Concern,

Below are the minutes from the June 13, 2023 meeting of the RHCA Architectural Committee relating to your submittal:

CITY OF ROLLING HILLS	**Bolton Engineering**	
2 Portuguese Bend Road	Tennis Court ADA Improvements	Permit 7145

The Committee reviewed plans for a new hardscape around the Rolling Hills tennis courts to make the access and area ADA compliant. The Committee approved the hardscape layout as submitted. Submit hardscape materials for approval prior to installation.

The decision of the Committee was unanimous, Phil Norman, Gordon Inman, and Luis de Moraes.

Enclosed is your copy of the RHCA Building Permit. Please contact Kathryn Bishop for inspection prior to pouring any concrete.

Please feel welcome to contact me with any questions regarding this letter.

Sincerely,

Ron Yamasaki
Architectural Administrator

cc: Alan Palermo (Email)
cc: Dan Bolton, Bolton Engineering (Email)
cc: John Signo, City of Rolling Hills (Email)
cc: Christian Horvath, City of Rolling Hills (Email)

ROLLING HILLS COMMUNITY ASSOCIATION

BUILDING PERMIT

No. 7145

Date JUNE 16, 2023

The Architectural Committee of this Association has approved the plans and specifications for the construction of ADA ACCESS & HARDSCAPE @ TENNIS COURT CAMPUS on Lot No. — Tract —

for CITY OF ROLLING HILLS Address 2 PORTUGUESE BEND

OWNER AGREES:

1. To conform to all regulations and restrictions of the Association and all construction work will be in accordance with the plans bearing stamp of approval of the Association.
2. No changes will be made without first securing written approval of Architectural Committee.
3. To obtain a City permit and conform to the Building Code of the City of Rolling Hills.
4. To call the Association Inspector for the following inspections:
   (1) Staking (2) Grading (3) Foundation (4) Framing (5) Final
5. To do no grading, paving, construction or planting of any kind in easements.
6. TO PAINT ALL EXTERIOR SURFACES WHITE USING APPROVED WHITE PAINT WHICH CONTAINS NO TINTING; trim color to be submitted for approval.
7. To not occupy residence until final approval is given.

Building Permit Fee $ ~~0~~

Plan Check No. ———

The approval of this plan, drawings or specification by the Rolling Hills Community Association shall not be held to permit or to be an approval of the violation of any of the building regulations adopted by the association or be an approval of the City of Rolling Hills or of State law.

"This Building Permit is issued by the Architectural Committee and is an approval of the exterior and appearance of residence only. The Association makes no representation as to stability of the land or legality of the building site."

Owner's signature

ROLLING HILLS COMMUNITY ASSOCIATION

By

This Permit is Valid for One Year

Homeowner's Copy – Please keep for your records

Form BP-5

LOS ANGELES COUNTY PUBLIC WORKS
BUILDING AND SAFETY DIVISION
AGENCY REFERRAL

VHFHSZ	Y / N
Waste	Sewer / Septic
Hwy. Dedication	Y / N _____ ft.
Geology	Fault / Liq / LS
Methane	Y / N
Code Enforce.	Y / N # _____
(N) Address	Y / N

LOMITA DISTRICT OFFICE
24320 S. Narbonne Avenue
Lomita, CA 90717
Telephone: (310) 534-3760, Fax (310) 530-5482
Office Hours: 8:00 a.m. – 4:30 p.m. M - F
D&G Plan Checker Hours: M 8:00 a.m. – 11:30 a.m. Appointments are recommended

Prepared By	HNM	OM Initial	Date
AW			

Applicant's Signature: _____

Plans for (Grading) at 1 Portuguese Bend Rd Rolling Hills _____
(Address) (Locality)

Plan Check No. GR2301100001 was submitted on 01/09/2023

Description of Proposed Work: ADA improvements and drainage system installation for the redevelopment of tennis courts.

THIS NOTICE IS TO INFORM YOU THAT APPROVAL FROM THE AGENCIES MARKED BELOW, IN ADDITION TO GRADING PLAN CHECK APPROVAL, MUST BE OBTAINED PRIOR TO PERMIT ISSUANCE. Pursuant to California Government Code Section 65913.3, if review of the permit application is required by a State Agency or Other Agency, as marked below, the applicable time limits for review of the application are tolled until the applicant provides Building and Safety with a copy of the Agency approval. Issuance of this agency referral sheet shall serve as formal notice of tolling. You may need to submit the pertinent plans, plan check number, calculations, reports, etc., directly to these agencies. To assist you, building & safety listed below the information which you will need to contact these agencies. ***Follow-up is your responsibility***. Please be aware that some items resulting from these agency plan reviews may affect your grading plan check. These should be communicated to your Drainage & Grading Plan Check Engineer as soon as possible to prevent unnecessary delays. Submit all agency approvals 48 hours prior to permit issuance. Notify the Plan Check Engineer once all agency approvals have been submitted, request to verify approvals.

ADDITIONAL AGENCY CLEARANCES MAY BE REQUIRED BY YOUR DRAINAGE & GRADING PLAN CHECK ENGINEER

Submit all agency approvals 48 hours prior to permit issuance
LOS ANGELES COUNTY DEPARTMENTS

PUBLIC WORKS DIVISIONS

X **BUILDING AND SAFETY DIVISION**
Headquarters M-Th 6:45 a.m. - 5:30 p.m. - (626) 458-3173
900 S. Fremont Ave., 3rd Fl, Alhambra, CA 91803-1331
https://dpw.lacounty.gov/building-and-safety/

Approval for the following sections is required as noted below:

☒ **BUILDING SECTION**
- ☒ Lomita Office: M-F 8:00 a.m. -11:30 a.m. (310) 534-3760
  Thanhhy To– Building Plan Checker
  tvto@dpw.lacounty.gov
  Jocelyn Del Angel– Building Plan Checker
  jdelangel@dpw.lacounty.gov
- ☐ Carson Office: M-Th 7:00 am – 6:00pm (310) 952-1766
  Jennifer Dang – Building Plan Checker
  jdang@dpw.lacounty.gov
- ☐ City of Lakewood: M-Th 7:00am–5:30pm (562) 866-9771
  William (Bill) Spoja – Building Plan Checker
  wspoja@dpw.lacounty.gov

☒ **Building Plan Check**
- ☒ Retaining Wall(s)
- ☐ Shoring
- ☐ ADA Compliance Review
- ☐ Foundation Only

☐ **RESEARCH SECTION**
900 S. Fremont Ave., 3rd Fl, Alhambra, CA 91803-1331
(626) 458-3173
(Structural Review of LID BMP)

X **ENVIRONMENTAL PROGRAMS DIVISION**
Plan approval is required for most commercial and industrial buildings for:
https://pw.lacounty.gov/epd/cleanla

Lomita Office
24320 S. Narbonne Ave
Lomita, CA 90717
(310) 534-4862
8:00-9:30 a.m. Mon-Fri

Headquarters (HDQRTS)
900 S. Fremont Ave., Annex 3rd Fl
Alhambra, CA 91803-1331
(626) 458-3517
6:45-5:30 Mon-Thurs

iw@pw.lacounty.gov Industrial Waste & Low Impact Development(LID)
ust@pw.lacounty.gov Underground Storage Tanks
sw@pw.lacounty.gov Stormwater

☐ **INDUSTRIAL WASTE (IW)/ UNDERGROUND STORAGE TANKS (UST)**
- ☐ Injection Well/Clarifier/Seepage Pit for IW
- ☐ UST Closure (past or present)

☒ **NPDES/LID APPROVAL (HDQRTS)** If LID is req'd
Industrial Waste Unit
(626) 458-3517 7:00am-5:00pm Mon-Thurs
Note: Location and Design flows for all BMPs must be shown on plans and approved by Building and Safety (this applies to all non-residential projects)

☐ **METHANE MITIGATION (HDQRTS)**
(structure within 1,000 ft from a methane producing landfill)
Methane@pw.lacounty.gov
(626) 570-2810 7:00am -5:00pm Mon-Thurs
In accordance with LA County Code 110.3, recommendations for mitigation prepared by a registered design professional may be required prior to building permit approval.

☐ **CONSTRUCTION & DEMOLITION DEBRIS RECYCLING AND REUSE PLAN (HDQRTS)**
(626) 458-3517 www.CleanLA.com 7:00am-5:00pm Mon-Thurs
Instructions on how to apply are available at:
www.LACountyCND.com Email at: CND@pw.LACounty.gov

☐ **CONTAMINATED SOIL HAZARDS (HDQRTS)**
- ☐ Previous approval from EPD (e.g. permit, remediation, or cleanup plan), proof of IW approval required.
  iw@pw.lacounty.gov
- ☐ Site under remediation or cleanup plan from regulatory oversight agency, proof of agency approval of on-site soils management plan or other concurrent for soil excavation activities is required
  - ☐ LA County Fire – Site Mitigation Unit – Richard Clark Richard.clark@fire.lacounty.gov or https://fire.lacounty.gov/site-mitigation-unit/
  - ☐ California DTSC – Locate Brownfields coordinator at https://dtsc.ca.gov/brownfields/contact-information/. Submit application at: https://dtsc.fluxx.io/user_sessions/new
  - ☐ Water Quality Control Board https://www.waterboards.ca.gov/losangeles/water_issues/programs/remediation/
- ☐ No known regulatory oversight agency or previous approval from EPD, proof of LA County Fire – Site Mitigation Unit required.
  - ☐ LA County Fire – Site Mitigation Unit – Richard Clark Richard.clark@fire.lacounty.gov or https://fire.lacounty.gov/site-mitigation-unit/

☐ **OIL WELL (HDQRTS)**
- ☐ Site Well Report Review Report required from California Geologic Energy Management (CalGEM).
- ☐ Structure within 300 feet of an active, idle, or abandoned well. Call (626) 570-2810 or email methane@pw.lacounty.gov.

____ **GEOTECHNICAL AND MATERIALS ENGINEERING DIVISION (GMED)**
GEOLOGY/SOILS SECTIONS - Plan approval is required for site stability and geologic hazard. (626) 458-4925 M-Th 6:30-5:15 pm
https://dpw.lacounty.gov/gmed/permits
Upload plans, reports, and attached GMED Agency Referral Sheet to:
https://epicla.lacounty.gov/SelfService/#/home

____ **LAND DEVELOPMENT DIVISION**
900 S. Fremont Ave., 3rd Fl, Alhambra, CA 91803-1331
(626) 458-4921 Mon-Thurs 7:00 a.m. - 5:00 p.m.
https://dpw.lacounty.gov/ldd/web/

☐ **SUBDIVISION PLAN CHECK SECTION**
→ Visit epicla.lacounty.gov, under "Plans" tab to apply for a Street Plan application

☐ **LANDSCAPE** (Residential or Non-Residential landscaped area > 500 square feet)
→ Visit epicla.lacounty.gov, under "Plans" tab to apply for a Landscape Water Efficiency Plan application

□ **ROAD UNIT**
Provide approval prior to grading permit issuance.
□ Road Construction – Driveway Approaches, Sidewalk, Curb and Gutter, Curb/Parkway Drains, Road Grading, etc.
□ Road Improvements and/or Easements to be dedicated or reserved for future road improvements.
□ Road Excavation within the road right-of-way
□ Slope Easements

□ **HIGHWAY DEDICATION Form "48-0040-DPW"**

(RD 490) should be filled out when plan approval for street improvements and/or dedication is required for commercial and multiple residential bldgs. "Bridge & Major Thoroughfare (B&T) Fee" may also be required for commercial, multiple residential buildings and designated tracts. (626) 458-4921

□ **PERMITS SECTION**
Encroachment Permits Section
Permits are required for road excavations and encroachments within County roads and Flood Control easements.
900 S. Fremont Ave., 3rd Floor, Alhambra, CA 91803-1331
(626) 458-3129
→ Visit epicla.lacounty.gov, under "Permits" tab to apply for a Road Construction or Road Encroachment or Road Excavation permit

Westchester Office
55530 W 83rd St, Westchester, CA 90045
(310) 649-6300 7:30a.m. – 3:30p.m. Mon-Fri

□ **HYDROLOGY UNIT**
A detailed hydrology review is required for the project. Approval required from Land Development prior to grading plan approval. Note: Hydrology Studies processed by Land Development must be prepared by a California Registered Civil Engineer. A minimum of three maps and supporting analysis must be submitted for processing.
□ Project onsite drainage is greater than 10 acres
□ Project location has significant contributory off-site drainage which impacts structures or proposed drainage devices.
□ Project requires detention of flows and routing analysis.
□ Existing drains in the project area do not have adequate capacity, or the project is located in an area with known drainage deficiencies.

□ **FLOOD CONTROL DISTRICT (626) 458-3129**
Approval required for any storm drain connection or construction which encroaches in the LA County Flood Control District right of way or impacts a facility. Obtain Qallowable from Design Division, hydraulicinfo@dpw.lacounty.gov to accurately size onsite system.

____ **MAPPING AND PROPERTY MANAGEMENT**
☐ **ADDRESS ASSIGNMENT:** New address is required for a new building/pedestal & optional for an accessory dwelling unit. New address must be assigned prior to permit issuance.
□ New address for new SFD
□ New address for new ADU w/ electric service meter
□ New address for new ADU due to a separate driveway or street access from the main house
Email: addressing@dpw.lacounty.gov

□ **PROOF OF OWNERSHIP (copy of tax bill, deed, or pink slip)**
☐ Lot ☐ Manufactured Home

OTHER COUNTY DEPARTMENTS

____ **PARKS AND RECREATION**
Approval for grading plans is required for construction adjacent to "Designated Trails"

□ **Planning Division, Research & Trails Section**
510 S. Vermont Ave. 2nd Floor, Los Angeles, CA 90020
(213) 351-5098 M-Th 7:00 am – 5:30 pm

____ **REGIONAL PLANNING**
Southwest District Office for General Information:
1320 W. Imperial Hwy, Los Angeles, CA 90044
(323) 820-6500
Mon – Thurs 7:30 a.m.– 11:30 a.m. (must sign in by 11:00 a.m.)
info@planning.lacounty.gov - or call (213) 974-6411 to talk to a planner
Virtual Counseling:
Tues.- Thurs. 1:00 p.m. to 4:00 p.m.
https://planning.lacounty.gov/online

Please provide the Department of Regional Planning (DRP) RPAP or RPPL case number with an approval. If you have not submitted to DRP, please apply for "DRP- Base Application – Permits & Reviews" on EPIC-LA through the Sub-Records tab on your Building Permit Application.
Please Refer to the Guide to EPIC-LA Sub-Records for more information. Please see link below:
https://epicla.lacounty.gov/help/doc/Guide_Sub-Records.pdf

STATE AGENCIES

____ **CALTRANS**
Permits are required for outdoor signs, excavation, encroachment (including driveway aprons) and improvements (including grading or structures that affect drainage) on State Highways:
100 S. Main Street, 2nd Fl.
Los Angeles, CA 90012
(213) 897-3631 https://dot.ca.gov/obtain-permits

____ **CALIFORNIA COASTAL COMMISSION**
A Coastal Development permit is required. Prior to application submittal obtain local approval in concept from the Regional Planning Department.
200 Oceangate 10th Fl, Suite 1000, Long Beach, CA 90802
(562) 590-5071

____ **CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE**
Approval required for work within or near the watercourse (streambed). Provide a copy of the Streambed Alteration Agreement or letter from Fish & Wildlife indicating they have no requirements.
3883 Ruffin Road, San Diego, CA 92123 (858) 636-3160

____ **DEPT. OF INDUSTRIAL RELATIONS - CAL/OSHA**
DIVISION OF OCCUPATIONAL SAFETY & HEALTH
Permit is required for excavation of trenches which are 5 ft. or more deep into which a person is required to descend or for the construction or demolition of any structure 4 or more stories. Brick-lined seepage pits may require permit.
6150 Van Nuys Blvd., Suite 307, Van Nuys, CA 91401-3379
(818) 901-5403 By Appointment only
https://www.dir.ca.gov

____ **STATE DEPARTMENT OF CONSERVATION**
□ Approval required for impact on an existing oil or gas well. Show status and physical location of wells determined by a recent survey.
California Geologic Energy Management Division (CalGEM)
Southern District
3780 Kilroy Airport Way, Long Beach, CA 90806 (562) 637-4400
□ Approval required for impact on an existing mine.
Department of Conservation Division of Mine Reclamation
803 K Street, MS 09-06, Sacramento, CA (916) 323-9198

OTHER AGENCIES

X **FIRE PREVENTION BUREAU OF THE CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY**
https://fire.lacounty.gov
4475 W. El Segundo Blvd, Hawthorne, CA 90250
(310) 263-2732
□ Plan Approval
X Very High Fire Hazard Severity Zone Permit
Check w/ local fire station

____ **REGIONAL WATER QUALITY CONTROL BOARD**
Approval required for de-watering operation for the discharge of non-storm related flows.
320 W. 4th Street, Ste 200, Los Angeles, CA (213) 576-6600

____ **SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT(SCAQMD)**
Projects with 50 acres disturbed area of 5,000 cubic yards or more of grading that occurs at least 3 times during a 365 day period is considered a large operation and are required to comply with Rule 403 (e). Provide a Large Operation Notification (Form 403 N) and Dust Control Plan. Agricultural use, emergencies, and utilities are excluded.
21865 E. Copley Dr., Diamond Bar, CA 91765-4182
(909) 396-2000, (800) 288-7664 – www.AQMD.gov

____ **U.S. ARMY CORPS OF ENGINEERS**
Approval required for work within or near the watercourse (streambed). Provide a 404 Permit and include all conditions must be included on and detailed on the pans. This includes all restricted areas, special requirements, and planting as applicable.
911 Wilshire Blvd, Los Angeles, CA 90017 (213) 452-3412

X **LA COUNTY REGISTRAR-RECORDER/ COUNTY CLERK OFFICE**
Request a vital record, real estate record, or record a property document.
To contact the Recorder/County Clerk **please call: (800) 201-8999**
Branch Office Locations (lavote.gov)

COVENANTS & AGREEMENTS (must be notarized & recorded)
□ Restricted Use Area (RUA) Covenants
X LID Covenants
□ SUMP Pump Covenant
If LID is needed. Directions will be provided when ready

Main Office
Norwalk
12400 Imperial Hwy.
Norwalk, CA
M-F, 8:00 a.m. - 4:30 p.m.
By Appointment Only

Branch Office
Van Nuys
14340 W. Sylvan Street
Van Nuys, CA 91401
M-F, 8:30 a.m. - 4:30 p.m.
By Appointment Only

X **CITY APPROVALS**

□ City of Lomita
24300 S. Narbonne Ave.
Lomita, CA 90717
(310) 325-7110

X City of Rollings Hills
2 Portuguese Bend Rd.
Rolling Hills CA 90274
(310) 377-1521

□ City of Carson
701 E. Carson Street
Carson, CA 90745
(310) 549-0652

□ City of Lakewood
5050 N. Clarke Ave
Lakewood, CA 90712
(562) 866-9771

OTHER

County of Los Angeles - Department of Public Works
Building and Safety Division

GMED PLAN CHECK REFERRAL FORM

TO BE COMPLETED BY COUNTY PLAN CHECKER ONLY

---- APPLICANT TO UPLOAD THIS SHEET TO GMED ----

Plan Checker Name Anthony Wong District Office _____

BSD Permit Case: BLD _____ GRAD_____

Valuation: BLD $_____ GRAD_____ (cubic yards)

Linked GMED Plan Case: ESTU _____

Address: _____APN XXXXX

Project Scope of Work _____

_____

_____

☐ **Multiple Plan Checks on subject site (Please Verify in EpicLA/DAPTS)**

Initial reason for referral:

☐ **Seismic Hazard Zone**
Liquefaction / Seismically Induced Landslide / Fault Zone

☐ **Slope Stability**
Over-Steeped Slopes / Landslide / Debris Flow

☐ **Retaining Walls or Structures**
Basement / Tiered / Soldier Piles / Tie-Back / Geo-Grid

☐ **Foundations Recommendations**
Piles / Caissons / Mat / Settlement / Repairs / Soil-Cement Columns

☐ **Temporary Conditions**
Shoring / Steep excavations / Slot-Cuts / Tie-Backs

☒ **Low Impact Development**
Soil Infiltration Rate / Infiltration Report / LID BMP Location and Depth

☒ **Grading**
Fill and Bearing Recommendations / Soil-Improvements / Geology

☐ **Other (Please Specify)**

_____

_____

Please Note:
This initial referral reason *may not limit* the extent of GMED review. Additional geologic and geotechnical conditions may become apparent after GMED review of the plans, reports, and references.

Please verify with your Plan Checker:
GMED plan check fees will need to be paid prior to start of plan check. Once invoiced, please pay GMED fees online through EpicLA or at the Building and Safety District Office.

County of Los Angeles Department of Public Works

Geotechnical and Materials Engineering Division

GEOLOGY AND SOILS ENGINEERING – DEVELOPMENT REVIEW SUBMITTALS

Requirements Prior to Submittal
Plan check applications must be filed with Building and Safety or Land Development Division and an Agency Referral form provided BEFORE any documents can be accepted for review by GMED. For questions regarding the submittal or review process, please contact GMED at GMEDSubmittals@dpw.lacounty.gov, or (626) 4584923.

GMED Submittals for BUILDING AND SAFETY (BSD)
If your BSD application is through EPIC LA/CSS, log in to EpicLA/CSS: https://epicla.lacounty.gov/SelfService/#/home.
First-time users of EpicLA/CSS are required to create site login. Please register on-line.
Once logged in, click “Apply” then under the “Plan” heading click “Geotechnical Study.”
You will receive an ESTU# for your GMED plan check.

If your BSD application is through a Contract City system, then submit documents to GMED here: https://dpw.lacounty.gov/apps/esubmissions/gme/default.aspx. First-time users are required to create a site login.

PDF file format for GMED Submittal
Please include all plan sheets into one PDF file.
Please name the file in the following format:

For Agency Referral Forms:
Name file as: “*Agency Referral Form*”

For Plans:
“YYYYMMDD – [Type of Plan]”
Submittal Date- example: '20190101 – Grading Plan”

For Reports:
“YYYYMMDD – [Firm Name]”
Submittal Date- example: '20190101 – Best Geotechnical Company”

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS
BUILDING AND SAFETY DIVISION & LAND DEVELOPMENT DIVISION
EROSION AND SEDIMENT CONTROL PLAN (ESCP)

GR2301100001	Rolling Hills 12.02		
PLAN CHECK NO.	DISTRICT NO	TRACT/PM	WDID NO. (SITES 1 ACRE OR GREATER)
1 Portuguese Bend Rd Rolling Hills			
SITE ADDRESS			CITY/AREA
Bolton Engineering Corp./Dan Bolton			
ENGINEER/ APPLICANT		TELEPHONE NO.	
City of Rolling Hills			
OWNER		TELEPHONE NO.	
0.24 acres			
DISTURBED AREA (ACRES)	PLAN CHECKER	ENTRY DATE	STORM SEASON

ADA improvements and drainage system installation for the redevelopment of tennis courts.

In compliance with the County of Los Angeles National Pollution Discharge Elimination System (NPDES) – MS4 Permit, Title 12.80 - Environmental Protection Code, Title 26 - Building Code (LACBC), and Title 31 – Green Building Standards Code all construction sites are required to implement Best Management Practices (BMPs) to control erosion, debris, and construction-related pollutants.

The following Best Management Practices (BMPs) handbooks provide specific guidance on selecting BMP which must be implemented on all construction sites.

- "CASQA Construction BMP Online Handbook"
  Web-based portal is available at https://www.casqa.org/resources/bmp-handbooks

- "Caltrans Stormwater Quality Handbooks, Construction Site Best Management Practices (BMP) Manual"
  Handbook is available at:
  http://www.dot.ca.gov/hq/construc/stormwater/manuals.htm

Erosion and sediment control plans (ESCP) are year-round BMP measures that must be incorporated into the construction plans. All grading projects, non-residential sites, residential sites of 6 stories or greater, and projects with soil disturbing activities greater than one acre require an ESCP. All BMPs must be detailed on the ESCP or reference standard details found in the above referenced handbooks.

❑ The ESCP plan must include appropriate BMPs for: General Site Management, Construction Materials and Waste Management, and Erosion and Sediment Controls. Erosion and Sediment Control BMPs must be provided for wet and dry seasons.

❑ To control site erosion and sediments an ESCP must be submitted (or revised) every year to reflect site conditions at the start of the rainy season October 15. Grading and Building plans in for plan check, which will have construction work occurring during the rainy season, will not be permitted until ESCP are submitted and approved.

❑ For sites where the disturbed area is one acre or more, applicants must file a Notice of Intent (NOI) and a State SWPPP and obtain a Waste Discharge Identification number (WDID No.) with the State Water Resources Control Board, Division of Water Quality, https://smarts.waterboards.ca.gov/smarts/faces/SwSmartsLogin.jsp. *Applicants must provide and label State WDID No. and indicate the risk level, as determined for the state SWPPP, on the title sheet of ESCP*.

1. Corrections are required for circled item numbers. All corrections and comments identified on the returned check print must be incorporated into the plans. Revised plans must be resubmitted for review.

2. Return this review sheet along with check print, revised plans, specifications, and all requested supporting information.

3. When responding to corrections or comments, a separate sheet of detailed explanation of corrections is encouraged.

4. **Your plans have been reviewed by** Anthony Wong **. Plan checker is available for office hours and meetings** _____ **from** _____ **only. All other meetings must have a scheduled appointment. Please phone (_____)**_____ **for questions and to schedule an appointment.**

PLAN CHECK STATUS AND OUTSTANDING CORRECTIONS:

❑ **PLANS NOT APPROVED**, resubmit two sets of revised ESCP for review with information and corrections as circled. An ESCP for grading projects must have "wet" stamps and signatures of a California registered Civil Engineer on each page. The ESCP for projects greater than one acre must be certified by a Qualified SWPPP Developer (QSD).

Please return check print and supporting information with submittal. When updating a ESCP, a copy of previous approved plans must be provided.

SUBMITTAL DATE	REVIEW DATE
1 01/09/2023	03/02/2023
2	
3	

COMMENTS:_____

REQUIREMENTS FOR EROSION AND SEDIMENT CONTROL PLANS (ESCP)

GENERAL PLAN REQUIREMENTS:

1. Submit two copies of Erosion and Sediment Control Plans (ESCP). An ESCP for grading projects must have "wet" stamps and signatures of a California registered Civil Engineer on each page. The ESCP for projects greater than one acre must be certified by a Qualified SWPPP Developer (QSD).

2. The ESCP must include the following:

   2.1 Title Page
   2.2 Site Map
   2.3 General Site Management BMP
   2.4 Construction Materials and Waste Management BMPs
   2.5 Erosion and Sediment Control BMPs

3. Provide calculations for the sizing of all temporary drainage devices and sediment basins. All calculations must be signed and stamped by a Civil Engineer or QSD. Design flows must be based of an approved hydrology study or hydrology calculations provided.

TITLE PAGE REQUIREMENTS:

The following items must be included on the ESCP Title Page:

4. Title Blocks - With project name, address, and grading or building plan check number. Engineering company/QSD name, license/certificate number, address, and phone number. Developer/Owner name, address, and phone number. Provide contact information for contractor.

5. General Notes - See attached General Notes. All applicable notes must be included and signed as applicable.

6. Location Maps - Project location must be identified with a Vicinity Map and Site Index Map, which include north arrow and scale as applicable.

SITE PLAN REQUIREMENTS:

7. Provide detailed site plans showing the location of all proposed BMPs. Site plans should use approved grading plans or building site plans topography. Site plans must reflect the site conditions at the beginning of each rainy season and be updated annually if construction continues through the following rainy season.

8. Identify and label all existing and proposed drainage structures. Label drainage devices including storm drains and catch basins/inlet structures which are to be completed by November 1.

9. Label all existing and proposed streets. Identify all streets which are paved or will be paved by November 1.

10. Identify and label existing and proposed property lines.

11. Provide name, location, and description of any environmentally sensitive areas located in or adjacent to the project.

12. Identify graded areas that have been disturbed and are denuded of natural vegetation. All disturbed areas must be stabilized so as to inhibit erosion by wind and water.

GENERAL SITE MANAGEMENT BMPs:

13. Show vehicle equipment areas for cleaning, fueling, and maintenance. Identify BMPs proposed for spill prevention and containment.

14. Show location of site entrances and identify BMPs proposed to control site entrance (Tracking Control).

CONSTRUCTION MATERIALS AND WASTE MANAGEMENT BMPs:

15. Show location of material delivery and storage area(s).

16. Identify the proposed methods of spill prevention and controls on plans.

17. Show location of designated waste collection area on plans.

18. Locate concrete truck washout area on plan. This area must be at least 50 feet from storm drains, open ditches, or water bodies. Runoff from this area must be controlled. Identify any berms or pits proposed for containment.

EROSION AND SEDIMENT CONTROL BMPs

19. An updated ESCP must be revised and approved prior to each rainy season throughout the site grading operations. (J110.8.3)

20. Erosion control devices must be designed and incorporated in the plans to prevent debris flows onto adjacent properties, adjacent roadways, and into natural drainage courses.

21. Indicate on plans all applicable storm water erosion control devices, including but not limited to: Earth dike, temporary drains and swales, slope drain, outlet protection, and check dams.

22. Add to plans all applicable erosion and sediment control details. Standard BMPs indicated in the BMP Handbooks do not have to be shown on the plans; however, all information associated with these details, required for construction, must be identified on the plans, this includes dimensions, elevations, and types of materials.

23. On unpaved streets, Sandbag check dams should be provided in accordance with the following minimum spacing, unless calculations are submitted to justify increased spacing:

SLOPE	CHECK DAM INTERVAL
Less than 5%	100 feet on center
5% to 10%	50 feet on center
Greater than 10%	25 feet on center

24. For interim erosion control plans, desilting facilities will be required where drainage devices are not operational and slopes have not been established.

25. Provide appropriate devices where flows are concentrated, and specify measures to ensure the discharge is reasonably free of pollutants and sediments. Examples of recommended locations are: at property lines to protect adjacent properties, roadways, natural drainage courses, and at energy dissipaters.

26. Provide a dike to direct flow to sediment basin or sediment pits. Dike must be lined with concrete, sandbags, or other non-erodible materials.

27. On plans, indicate locations where slope planting or stabilization has been established.

28. Outline the limits of the drainage and graded area and indicate proposed devices to control sediment-laden runoff. A sediment trap or a sediment basin may be used. See references on page 1 for design criteria. Submit calculation to demonstrate that minimum design requirements are met or exceeded. Plans must show required and provided storage rates. Flow rates must be based on an approved hydrology study.

NOTES ON ESCP MUST MATCH BELOW

EROSION AND SEDIMENT CONTROL PLAN (ESCP) GENERAL NOTES:

1. In case of emergency, call ____(Responsible Person)_____ at _____(24-Hour telephone).
   i. Please fill in name and number

2. Total Disturbed Area _____ WDID # _____
   i. Risk Level 1 2 3 (circle one as determined by State General Permit for sites greater than 1 acre)

3. A stand-by crew for emergency work shall be available at all times during the rainy season (October 15 to April 15). Necessary materials shall be available on-site and stockpiled at convenient locations to facilitate rapid construction of emergency devices when rain is imminent.

4. Erosion control devices shown on this plan may be removed when approved by the Building Official if the grading operation has progressed to the point where they are no longer required.

5. Graded areas adjacent to fill slopes located at the site perimeter must drain away from the top of slope at the conclusion of each working day. All loose soils and debris that may create a potential hazard to off-site property shall be stabilized or removed from the site on a daily basis.

6. All silt and debris shall be removed from all devices within 24 hours after each rainstorm and be disposed of properly.

7. A guard shall be posted on the site whenever the depth of water in any device exceeds two feet. The device shall be drained or pumped dry within 24 hours after each rainstorm. Pumping and draining of all basins and drainage devices must comply must comply with the appropriate BMP for dewatering operations.

8. The placement of additional devices to reduce erosion damage and contain pollutants within the site is left to the discretion of the Field Engineer. Additional devices as needed shall be installed to retain sediments and other pollutants on site.

9. Desilting basins may not be removed or made inoperable between October 15 and April 15 of the following year without the approval of the Building Official.

10. Storm Water Pollution and Erosion Control devices are to be modified, as needed, as the project progresses, the design and placement of these devices is the responsibility of the field engineer. Plans representing changes must be submitted for approval if requested by the Building Official.

11. Every effort should be made to eliminate the discharge of non-storm water from the project sites at all times.

12. Eroded sediments and other pollutants must be retained on-site and may not be transported from the site via sheet flow, swales, area drains, natural drainage courses, or wind.

13. Stockpiles of earth and other construction-related materials must be protected from being transported from the site by the forces of wind or water.

14. Fuels, oils, solvents, and other toxic materials must be stored in accordance with their listing and are not to contaminate the soils and surface waters. All approved storage containers are to be protected from the weather. Spills must be cleaned up immediately and disposed of in a proper manner. Spills may not be washed into the drainage system.

15. Excess or waste concrete may not be washed into the public way or any other drainage system. Provisions shall be made to retain concrete wastes on-site until they can be disposed of as solid waste.

16. Developers/contractors are responsible to inspect all Erosion Control Devices and BMPs are installed and functioning properly if there is a 50% or greater probability of predicted precipitation, and after actual precipitation. A construction site inspection checklist and inspection log shall be maintained at the project site at all times and available for review by the Building Official (copies of the self-inspection check list and inspection logs are available upon request).

17. Trash and construction-related solid wastes must be deposited into a covered receptacle to prevent contamination of rainwater and dispersal by wind.

18. Sediments and other materials may not be tracked from the site by vehicle traffic. The construction entrance roadways must be stabilized so as to inhibit sediments from being deposited into the public way. Accidental depositions must be swept up immediately and may not be washed down by rain or other means.

19. Any slopes with disturbed soils or denuded of vegetation must be stabilized so as to inhibit erosion by wind and water.

20. As the engineer/QSD of record, I have selected appropriate BMPs to effectively minimize the negative impacts of this project's construction activities on storm water quality. The project owner and contractor are aware that the selected BMPs must be installed, monitored, and maintained to ensure their effectiveness.

    _____ _____
    Civil Engineer/QSD Signature Date

21. The following notes must be on the plan:

    As the project owner or authorized agent of the owner, "I certify that this document and all attachments were prepared under my direction or supervision in accordance with the system designed to ensure that a qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system or those persons directly responsible for gathering the information, to the best of my knowledge and belief, the information submitted is true, accurate, and complete. I am aware that submitting false and/ or inaccurate information, failing to update the ESCP to reflect current conditions, or failing to properly and/or adequately implement the ESCP may result in revocation of grading and/or other permits or other sanctions provided by law."

    _____ _____
    Owner or Authorized Representative (Permittee) Date

22. Developers/contractors are responsible to inspect all Erosion Control Devices and BMPs are installed and functioning properly as required by the State Construction General Permit. A construction site inspection checklist and inspection log shall be maintained at the project site at all times and available for review by the Building Official.

23. The following BMPs from the “CASQA Construction BMP Online Handbook” must be implemented for all construction activities as applicable. As an alternative, details from “Caltrans Stormwater Quality Handbooks, Construction Site Best Management Practices (BMP) Manual” may be used. Additional measures may be required if deemed appropriate by the Building Official.

EROSION CONTROL
EC1 – SCHEDULING
EC2 – PRESERVATION OF EXISTING VEGETATION
EC3 – HYDRAULIC MULCH
EC4 – HYDROSEEDING
EC5 – SOIL BINDERS
EC6 – STRAW MULCH
EC7 – GEOTEXTILES & MATS
EC8 – WOOD MULCHING
EC9 – EARTH DIKES AND DRAINAGE SWALES
EC10 – VELOCITY DISSIPATION DEVICES
EC11 – SLOPE DRAINS
EC12 – STREAMBANK STABILIZATION
EC13 – *RESERVED*
EC14 – COMPOST BLANKETS
EC15 – SOIL PREPARATION\ROUGHENING
EC16 – NON-VEGETATED STABILIZATION

TEMPORARY SEDIMENT CONTROL
SE1 – SILT FENCE
SE2 – SEDIMENT BASIN
SE3 – SEDIMENT TRAP
SE4 – CHECK DAM
SE5 – FIBER ROLLS
SE6 – GRAVEL BAG BERM
SE7 – STREET SWEEPING AND VACUUMING
SE8 – SANDBAG BARRIER
SE9 – STRAW BALE BARRIER
SE10 – STORM DRAIN INLET PROTECTION
SE11 – ACTIVE TREATMENT SYSTEMS
SE12 – TEMPORARY SILT DIKE
SE13 – COMPOST SOCKS & BERMS
SE14 – BIOFILTER BAGS

WIND EROSION CONTROL
WE1 – WIND EROSION CONTROL

TEMPORARY TRACKING CONTROL
TC1 – STABILIZED CONSTRUCTION ENTRANCE EXIT
TC2 – STABILIZED CONSTRUCTION ROADWAY
TC3 – ENTRANCE/OUTLET TIRE WASH

NON-STORMWATER MANAGEMENT
NS1 – WATER CONSERVATION PRACTICES
NS2 – DEWATERING OPERATIONS
NS3 – PAVING AND GRINDING OPERATIONS
NS4 – TEMPORARY STREAM CROSSING
NS5 – CLEAR WATER DIVERSION
NS6 – ILLICIT CONNECTION/DISCHARGE
NS7 – POTABLE WATER/IRRIGATION
NS8 – VEHICLE AND EQUIPMENT CLEANING
NS9 – VEHICLE AND EQUIPMENT FUELING
NS10 – VEHICLE AND EQUIPMENT MAINTENANCE
NS11 – PILE DRIVING OPERATIONS
NS12 – CONCRETE CURING
NS13 – CONCRETE FINISHING
NS14 – MATERIAL AND EQUIPMENT USE
NS15 – DEMOLITION ADJACENT TO WATER
NS16 – TEMPORARY BATCH PLANTS

WASTE MANAGEMENT & MATERIAL POLLUTION CONTROL
WM1 – MATERIAL DELIVERY AND STORAGE
WM2 – MATERIAL USE
WM3 – STOCKPILE MANAGEMENT
WM4 – SPILL PREVENTION AND CONTROL
WM5 – SOLID WASTE MANAGEMENT
WM6 – HAZARDOUS WASTE MANAGEMENT
WM7 – CONTAMINATION SOIL MANAGEMENT
WM8 – CONCRETE WASTE MANAGEMENT
WM9 – SANITARY/SEPTIC WASTE MANAGEMENT
WM10 – LIQUID WASTE MANAGEMENT

County of Los Angeles - Department of Public Works
Building and Safety/Land Development Division

GRADING REVIEW SHEET
(2023 Los Angeles County Building Code, Residential Code, and Green Building Standards Code)

1 Portuguese Bend Rd Rolling Hills		Rolling Hills 12.02	GR2301100001
SITE ADDRESS	TRACT/PM NO.	DISTRICT NO.	GRADING PERMIT APPLICATION NO.

Bolton Engineering Corp./Dan Bolton — (____)_____
DESIGN ENGINEER/APPLICANT — TELEPHONE NO.

City of Rolling Hills — (____)_____
OWNER — TELEPHONE NO.

250 CY	0.24 acres	AW	01/09/2024
EARTHWORK VOLUME	DISTURBED AREA	CHECKER	PLAN CHECK EXPIRES

☐ ENGINEERED GRADING
☐ REGULAR GRADING

PROJECT DESCRIPTION: ADA improvements and drainage system installation for the redevelopment of tennis courts.

INSTRUCTIONS TO BUILDING AND SAFETY DISTRICT OFFICE PRIOR TO ISSUANCE OF GRADING PERMIT

1. Post a Grading Permit Security of $_____. Based on _____C.Y. and drainage facilities at a cost estimate of $ _____. See enclosed "Fee and Bond Amount Worksheet". (Section J103.7.3 of the County of Los Angeles Building Code)
2. A supplemental plan check fee of _____ is required due to additional earthwork volumes of _____(cy) not included in original grading application and/or _____ (hrs) due to additional plan review beyond the initial and second plan check. (Section 107 of the County of Los Angeles Building Code)
3. A site inspection fee is required for this project. (Section 107 of the County of Los Angeles Building Code)
4. The grading permit shall be based on a volume of_____ cubic yards of earthwork. Total grading volume is based on the larger of the cut or fill plus any over excavation volumes and alluvial removals.
5. This Grading Permit requires a Licensed Contractor. (See AM 30.04)
6. Provide an approved copy of the Erosion and Sediment Control Plan for grading activities during rainy season (October 15 - April 15).
7. The site is located within the California Coastal Zone. The Coastal Development Permit issued for this project site is CDP _____.
8. Verify that the applicant has submitted the acknowledgment and acceptance forms concerning the employment of a Field Engineer and of Project Consultants with signatures of the owner and all consultants. See documents "A" & "B".
9. Place a "Notice of Uncertified Fill" in the project address file identifying on-site uncertified fills. Refer to the enclosed plot plan identifying limits and depth of uncertified fills on this site.
10. See Agency Referral Sheet for all required agencies.
11. For Grading Projects in Rolling Hills: Grading permits shall not be issued unless the building plans corresponding to the proposed grading have been submitted for plan check. (City Requirement)

ONCE YOUR GRADING PLAN HAS BEEN APPROVED, CONTACT THE LOCAL BUILDING AND SAFETY DISTRICT OFFICE FOR ISSUANCE OF A GRADING PERMIT.
NOTE: PERMITTEE OR THEIR AGENT IS RESPONSIBLE FOR ARRANGING A PRE-GRADE MEETING AND MUST NOTIFY THE BUILDING OFFICIAL AT LEAST TWO BUSINESS DAYS PRIOR TO THE PROPOSED PRE-GRADE MEETING.

APPROVAL STAMP AREA

(DO NOT WRITE IN THIS AREA)

Rev. 2/9/2023

INSTRUCTIONS

NOTE: **APPLICATIONS FOR GRADING PERMITS FOR WHICH NO PERMIT IS ISSUED WITHIN ONE YEAR FOLLOWING THE DATE OF APPLICATION SHALL EXPIRE BY LIMITATION.**
(Section 106.4.1.1 of the Los Angeles County Building Code)

1. Corrections are required for circled item numbers. All corrections and comments identified on the returned check print must be incorporated into the plans. Revised plans must be resubmitted for review.

2. Return this review sheet along with check print, revised plans, reports, and all requested supporting information.

3. When responding to corrections or comments, a separate sheet of detailed explanation of corrections is encouraged.

4. Numbers in parentheses refer to Sections of the latest edition of the County of Los Angeles Building Code or Residential Code, i.e. (J101.1).

5. For any required forms mentioned below please see http://dpw.lacounty.gov/bsd/publications/index.cfm

Note: After the second review, plans are checked on an hourly basis. Supplemental plan check fee will be collected prior to issuance of the grading permit. (107.6 & 107.9, Item 10).

ORIGINAL PLAN CHECK

SUBMITTAL DATE	REVIEW DATE	
1 01/09/2023	03/02/2023	
2		REVIEW HOURS
3		
4		
5		
	EXTENSION	
1		
2		
	TOTAL ADDITIONAL HOURS FOR REVIEW	

OUTSTANDING CORRECTIONS:

1		11	☐	21	☐	31	☐	41	☐	51	☐	61	☐	71	☐	81	☐	91	☐
2	☐	12	☐	22	☐	32	☐	42	☐	52	☐	62	☐	72	☐	82	☐	92	☐
3	☐	13	☐	23	☐	33	☐	43	☐	53	☐	63	☐	73	☐	83	☐	93	☐
4	☐	14	☐	24	☐	34	☐	44	☐	54	☐	64	☐	74	☐	84	☐	94	☐
5	☐	15	☐	25	☐	35	☐	45	☐	55	☐	65	☐	75	☐	85	☐	95	☐
6	☐	16	☐	26	☐	36	☐	46	☐	56	☐	66	☐	76	☐	86	☐	96	☐
7	☐	17	☐	27	☐	37	☐	47	☐	57	☐	67	☐	77	☐	87	☐	97	☐
8	☐	18	☐	28	☐	38	☐	48	☐	58	☐	68	☐	78	☐	88	☐		
9	☐	19	☐	29	☐	39	☐	49	☐	59	☐	69	☐	79	☐	89	☐		
10	☐	20	☐	30	☐	40	☐	50	☐	60	☐	70	☐	80	☐	90	☐		

Your plans have been reviewed by Anthony Wong.

Plan checker email anwong@pw.lacounty.gov.

The plan checker is available for office hours and meetings. Please contact the plan checker via email or phone for questions and/or to schedule an appointment.

For all resubmittals through EPICLA, notify the Drainage and Grading Engineer via email.

FOR UP-TO-DATE *Drainage and Grading Plan Check* COUNTER HOURS, PLEASE VISIT http://dpw.lacounty.gov/bsd/offices/ AND SELECT THE APPROPRIATE OFFICE FROM THE INTERACTIVE MAP.

AGENCY APPROVALS – SEE SEPARATE AGENCY REFERRAL SHEET

THIS NOTICE IS TO INFORM YOU THAT APPROVAL FROM THE AGENCIES MARKED ON THE SEPARATE AGENCY REFERRAL SHEET, IN ADDITION TO GRADING PLAN CHECK APPROVAL, MUST BE OBTAINED PRIOR TO PERMIT ISSUANCE. Pursuant to California Government Code Section 65913.3, if review of the permit application is required by a State Agency or Other Agency, as marked below, the applicable time limits for review of the application are tolled until the applicant provides Building and Safety with a copy of the Agency approval. Issuance of this agency referral sheet shall serve as formal notice of tolling. You may need to submit the pertinent plans, plan check number, calculations, reports, etc., directly to these agencies. ***Follow-up is your responsibility***. Please be aware that some items resulting from these agency plan reviews may affect your grading plan check. These should be communicated to your Drainage & Grading Plan Check Engineer as soon as possible to prevent unnecessary delays. Submit all agency approvals 48 hours prior to permit issuance. Notify the Plan Check Engineer once all agency approvals have been submitted, request to verify approvals.

1. Add the following note to the plans:

ENGINEER'S/SURVEYOR'S STATEMENT REGARDING THE PRESENCE OF MONUMENTS WITHIN PROJECT LIMITS

I HEREBY ATTEST THAT I HAVE LOCATED AND REFERENCED ON THESE PLANS THE MONUMENTS EXISTING PRIOR TO CONSTRUCTION TO ENSURE PERPETUATION OF THEIR LOCATION IN ACCORDANCE WITH SECTION 8771 OF THE BUSINESS AND PROFESSIONS CODE. I FURTHER ATTEST THAT I HAVE PERFORMED A RECORD SEARCH AND FIELD INSPECTION TO IDENTIFY EXISTING MONUMENTS; SHALL SET SUFFICIENT CONTROLLING, WITNESS, AND PERMENANT MONUMENTS; AND SHALL FILE THE REQUISITE CORNER RECORD OR RECORD OF SURVEY OF THE REFERENCES WITH THE COUNTY SURVEYOR.

_____ _____

ENGINEER/SURVEYOR SEAL & SIGNATURE DATE

PRIVATE AND UTILITY EASEMENTS

2. Any proposed work within a Private Easement requires permission letters and/or covenants from easement holder. Permission from the easement holder may not be required if it can be shown the proposed construction work is consistent and in conformance with the intended easement use. Copies of recorded easements shall be submitted for review. Grading plans must show all bearings, distances, (linear and curve data) for the entire easement(s).
The following note shall be added to the grading plan:

"As Civil Engineer/Land Surveyor of this project, I have identified the location of all easements which are depicted on these plans. I have reviewed the easement documents and verified the proposed construction does not conflict or interfere with the intended easement use."

SIGNED AND DATED (TYP)

_____ _____

Civil Engineer/Land Surveyor (Stamp and Signature) Date

3. Any proposed work within a Utility Easement requires permission letters and/or covenants from easement holder.

UTILITIES

4. Utilities, such as water, electrical, plumbing, mechanical, and sewer shown on grading plans, may require a separate permit. Add note on grading plans/utility plans which labels the utilities are provided for reference only and separate permits may be required.

GRADING DOCUMENTATION

CONTRACT CITY REQUIREMENTS

5. Provide copy of City conditions/resolution, for proposed project. (Conditional Use Permit, Tentative Conditions, plot plan - "Exhibit A" or City Planning Approval) All applicable planning conditions, which affect or impact the proposed project grading or drainage must be incorporated into the project grading plans. Project grading plans can not be approved until it can be verified all City planning conditions (As applicable) are satisfied.

6. Obtain and provide planning approval from City of_____.

GRADING VOLUME, AND BOND DETERMINATION

7. Submit volume calculations (signed and stamped by a registered civil engineer). A supplemental plan check fee will be required for additional volumes not identified on the original grading application.

Note: Grading permit application, permit fees, and grading securities (bonds) are based on the larger of the cut and fill volumes plus (+) the amount of over-excavation/alluvial removal and recompaction.

For grading projects where the volume of earthwork handled exceeds 1000 cubic yards or as required by the Building Official, a grading permit security (bond) is required (J103.7). The amount of security required for a grading permit will be provided upon grading plan approval. Grading Bond must be submitted at the Local Building and Safety Office prior to issuance of grading permit. Standard Bond documents are available at http://www.dpw.lacounty.gov/bsd/publications/index.cfm. Search for Grading Permit Security document (GPS Security.pdf)

8. Submit a cost estimate of all drainage devices (such as catch basins, drain pipe(s), inlets and outlets, energy dissipators,constructed per the grading plans that are not to be maintained by the Los Angeles County Flood Control District. (J103.7.3)

OFFSITE WORK

9. Proposed project construction requires offsite work or grading outside the limits of the property line. A grading permit is required for each site. (J103.1) In lieu of separate grading permits for each property, notarized and recorded covenants from the owners of the properties involved may be provided for minor grading as determined by the Building Official.

Any proposed construction that changes or alters the existing drainage pattern to adjacent (off-site) property requires a notarized and recorded offsite drainage release covenant or easement from the owner of adjacent property.

Covenant documents are available at http://www.dpw.lacounty.gov/bsd/publications/index.cfm. Search for Offsite Covenants (Offsite Covenants.pdf)

Note: Structures that extend offsite require separate permits and may not be allowed under offsite covenants.

TRACT OR PARCEL MAP GRADING PLANS

10. A copy of the following items must be provided for reference with your grading submittal: (Plans can not be approved until a copy of the conditions has been provided.)

    - ❑ Approved tentative map & conditions and/or conditional use permit (CUP)
    - ❑ A copy of the Final Tract or Parcel Map
    - ❑ Approved Hydrology, storm drain plans, street plans, (If submitting revised grading plans a copy of the approved grading plan should be provided).

11. The proposed graded pad elevations and contours do not substantially conform to the approved tentative map. Obtain and submit Regional Planning approval. Department of Regional Planning, 320 W. Temple, Hall of Records, Los Angeles (213) 974-6411

12. All conditions of tentative approval for the subject property must be incorporated on the plans. Plans do not conform due to the following:
    _____
    _____

13. Deed Restrictions for the private maintenance of drainage devices on lots will be required prior to Tract clearance by the Drainage and Grading Unit. Place the following note on the plans "Deed Restrictions are required for Lots _____ for private maintenance of drainage devices.

14. Screen walls specifically required by the conditions of approval for Tracts or Parcel Maps must be shown on, and bonded per grading plans.

15. Show and label on grading plans all dedicated “open space” lots.

16. For subdivision projects, all improvements within street right-of-way or storm drain easement must be labeled "Construct per The Approved Street Plans" or “Construct per the Approved PD No_____”

MISCELLANEOUS DOCUMENTATION

17. Prior to issuance of grading permit by the local Building and Safety District Office, obtain and provide the following:

    a. Submit, with signatures of the owner and all consultants, the acknowledgment forms concerning the employment of a Design/Field Engineers and Project Consultants. See attached copies of consultant forms (Documents “A” and “B”) to be submitted at the local Building and Safety Office prior to issuance of the grading permit.

    b. The grading application has expired. Plans will not be reviewed until an extension (if eligible) or new plan check fees are paid. (106.4.1)

    c. Uncertified fill is present on the site. A Restricted Use Area “RUA” Covenant is required. A draft copy of the covenant including all exhibits, which identify limits of depth of the uncertified fills, must be reviewed and approved prior to recordation.

    d. Obtain Sewer Demolition Permit from building and safety for the existing septic tank or seepage pit to be abandoned.

GENERAL REQUIREMENTS TO BE SHOWN ON THE PLANS

18. The following information is to be included on the Cover Sheet of the grading plans. (J104.2.3)

    a. Add all applicable grading notes and completed Grading Project Information to the cover sheet (first sheet) of grading plans, see enclosed grading notes and project information. Cover sheet should have a Title Block for Design Engineer which includes designers name, company, and phone number.

    b. Provide a vicinity sketch which clearly shows project site location.

    c. Provide benchmark information and reference all information utilized to determine survey elevations. If multiple benchmarks were utilized, benchmarks should be indicated on all pages as applicable.

    d. A legend must be provided that identifies existing and proposed contours, cut/fill daylight lines, over-excavation limits, wall location, property lines, right-of-ways, easements, County/City boundaries, utilities, storm drains, etc.

    e. Provide an index map that clearly identifies project boundaries and page locations of proposed grading.

19. The following general information or details must be included on the grading plans. (J104.2.3)

    a. Prior to grading plan approval, all sheets of grading plans and calculations must be stamped and signed by a California Registered Civil Engineer, Soils Engineer, and Geologist.
    at final

    b. Boundary lines, tract boundaries, lot lines, county/city boundaries, road right-of-way lines, and easements must be identified and labeled on plans.

    c. Show existing contours of entire site. Clarify between original (natural) and proposed contours. All existing grading must be permitted and meet current Code requirements.

    d. North arrow and scale of plans. Plan scale shall be 1"≤40'.

    e. Clearly indicate location of any existing or proposed structures on the site and any structures on adjacent land within 15 feet of the property line.

    f. Show location of existing and/or proposed septic tanks, pits, and leach fields.

g. Show location, specify trunk diameter and tree number, show and label canopy (dripline) and protected zone of all protected trees on grading plans. All work which impacts these protected tree specicies must be per an approved Planning Approval.

h. Show legal and physical access from subject lot(s) to a publicly maintained street. (Note: Details of access are not required on the grading plans, if separate street plans are being processed through Land Development Division)If access to subject lot extends through adjacent lot(s), provide the following information:

- Show all access easements information on plans including easement bearings, distances, curve data and easement description.
- Provide a list of all existing onsite easements document numbers and recording dates.

i. Show location, width, slope of access road, and Fire Department turn-around. In areas where access is difficult due to the topography, Fire Department approval is required prior to grading approval and will be indicated below.

20. The following Geotechnical/Geological information or details must be included on grading plans. (J104.3)

a. Show subdrains under all fills to be placed in natural drainage courses unless the soils engineer specifically recommends the omission of such drains. (J107.2) Provide a detail of subdrain construction and materials as recommended by the soils engineer. The outlet should be embedded in concrete for its protection. Details and location of the outlet must be shown on plans.

b. Fill placed over existing terrain steeper than 5:1 gradient and fill exceeding 5 feet in depth must be properly keyed and benched into bedrock or other competent material. Provide a keying and benching detail with all dimensions as determined by a Soils Engineer. (J107.3)

c. Combination fill-over-cut slopes cannot be approved unless specifically recommended by the soils engineer and geologist. Provide a cross-sectional detail of each slope as shown on the plan.

d. Show location and cross-sectional detail of all buttress fills, stabilization fills, blanket fills (seals), shear keys, and/or other similar protective measures recommended by the project geologist or soils engineer. Plan view should clearly identify limits and location of all keyways and other protective measures.

e. No oversized material is to be placed into proposed fills unless specifically recommended and inspected by a Soils Engineer and approved by the Building Official. If recommended by the Soils Engineer, indicate the location of rock disposal area(s). Include the elevations, extent, compaction methods, and cross-sections. As-graded plans must show the exact location and elevation of rock disposal area(s).

f. Outline the proposed area to be over-excavated and recompacted in the plan view and show the depths clearly in either plan or a profile view as recommended by the soils engineering and/or geological report. This includes alluvium and colluvium removals.

g. Show location of cut-fill contact (daylight line) using special lines and indicate cut and fill side of line.

21. All graded slopes shall be shown on the plans as follows:

a. Define slopes by finished/proposed contour lines.

b. Specify proposed slope angle ratio of all cut and fill slopes (use ratio of horizontal to vertical distance).

c. Label proposed slopes as "cut" or "fill."

d. Indicate proposed cut and/or fill slope areas on plan by shading.

e. Show and label slope setbacks from top and/or toe of both existing and proposed slopes to property lines or building locations. Setbacks must conform to minimum requirements of LACBC Sections J108 and 1808.7, and LACRC Section R403.1.7. Encroaching into the setback from a property line will require a notarized and recorded offsite covenant from adjacent property owner accepting the encroachment.

f. For slopes with a surface gradient steeper than 2:1, the Geotechnical Engineer shall submit satisfactory soil test data and engineering calculations to substantiate the stability of all such slopes and slope surfaces under saturated conditions. (J106.1)

g. No fill may toe out on existing terrain that has a slope steeper than 2:1, unless substantiated by a Registered Soils Engineer and approved by the Building Official. (J107.2)

22. Site Development and Grading shall be designed to provide access to all entrances and exterior ground floor exits for structures, and access to normal paths of travel (11B-206). The following Accessibility details must be included on the grading plans.

a. Surface slopes of accessible parking spaces shall be the minimum possible and shall not exceed one unit vertical to 50-units horizontal (2-percent slope) in any direction. (11B-502.4)

b. Ramp shall not encroach into any accessible parking space or the adjacent access aisle. The maximum cross slope in any direction of an accessible parking space and adjacent access aisle shall not exceed 2 percent. (1109A.8.2)

c. Provide a bumper or curb in each parking area to prevent encroachment of cars over the required width of walkways. (11B-502.7.2)

d. Provide a continuous common surface for walks and sidewalks, not interrupted by steps or by abrupt changes in level exceeding ½". (11B-403) Should change not exceeding ½" occur, they shall be beveled with a slope no greater than one unit vertical to 2 units horizontal (50 percent), except that level changes not exceeding ¼" may be vertical. (11B-403.4, Fig 11B-303.2 & 11B-303.3)

e. Provide a curb ramp for abrupt changes in level greater than ½". (11B-303.4)

f. Walk and sidewalk surface cross slopes shall not exceed ¼" per foot. (11B-403.3)

g. Walks, sidewalks, and pedestrian ways shall be free of gratings whenever possible. For gratings located in the surface of any of these areas, grid openings in gratings shall be limited to ½" in the direction of traffic flow. If

gratings have elongated openings, they shall be placed so that the long dimension is perpendicular to the dominant direction of travel. (11B-302.3, Fig 11B-302.3)

h. Maximum slopes of adjoining gutters, road surface immediately adjacent to the curb ramp or accessible route, shall not exceed one unit vertical to 20 units horizontal (5 percent slope) with 4 feet of the top and bottom of the curb ramp. (11B-406.2.1) The slope of the fanned or parallel curb ramps shall not exceed one unit vertical to 12 horizontal (8.3 percent slope). (11B-406.3.1 & 11B-406.4.1)

i. The maximum slope of a ramp that serves any exit way, provides access for persons with physical disabilities, or is in the accessible route of travel shall be 1 foot rise in 12 feet of horizontal run (8.3 percent gradient). The least possible slope shall be used for any ramp. (11B-405.2)

NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) REQUIREMENTS

STORM WATER POLLUTION PREVENTION REQUIREMENTS

23. All active grading projects with grading proposed within the rainy season, October 15 to April 15, require an Erosion and Sediment Control Plan (ESCP). Grading permits will not be issued until ESCPs are approved or details for erosion control are included with the grading plan. (J110)

Grading projects with a disturbed (graded) area 1 acre or greater may use a State SWPPP to meet ESCP requirements.

24. The following requirements to control and protect pollutants generated from grading construction activities are based on the project size:

a. For small residential construction sites with a disturbed (graded) area less than one acre, stormwater pollution control measures (BMPs) must be incorporated on the site during construction. Attached Best Management Practice (BMP) notes must be placed on plans. (see attached BMP notes)

b. For all new Non-residential projects with an area less than one acre, an ESCP must be reviewed and approved prior to approval of the grading plans. Please see enclosed ESCP review sheet. (LACGBC 5.106.2)

c. For all construction sites with a disturbed (graded) area of one acre or greater or as determined by the building official, an ESCP must be reviewed and approved prior to approval of the grading plans. Please see enclosed ESCP review sheet.

d. For projects with one acre or greater of disturbed area, a State Storm Water Pollution Prevention Plan (STATE SWPPP) must be prepared and a "Notice of Intent" (NOI) filed with the State Water Resources Control Board. Prior to grading approval applicant must file a NOI and obtain a Waste Discharger identification number (WDID) from the State Water Resources Control Board.

DRAINAGE REQUIREMENTS

GENERAL

25. The following drainage information or details must be included on grading plans. (J104.2.3)

a. Show contours, topography, elevations, flow lines, & flow arrows as necessary to define site drainage.

b. Provide complete construction details of all drainage devices proposed on project grading plans. Plan must show materials, dimension, location, construction notes, cross sections, and elevations needed to construct proposed devices. All drainage devices must be defined by showing finished flow line elevations and slopes. Plans must reference LACDPW or Standard Plans for Public Works Construction (APWA standards) as applicable. Complete details for all other proposed devices must be shown on plans. Plans must include all applicable notes and specifications.

c. Show the location of any existing or proposed storm drains and associated easement and reference them on the plans. Show all details including pipe sizes, invert elevations, type of construction material, inlet and outlet structures, energy dissipater, profiles, etc.

d. Provide a cross-section of access road to define drainage.

e. Clean outs are required at all points of closed drains where the grade changes from a steep to a relatively flat slope. The manhole(s) or cleanout(s) must be detailed on the plans and easily accessible. Clean outs must be provided every 50 feet for residential projects.

f. Provide concrete interceptor swales, to handle tributary flow and debris at locations shown on the plans. Concrete swales are required to be paved with three (3) inches minimum thickness of concrete or gunite with minimum reinforcement of 6 x 6 - 10/10 welded wire fabric (WWF). Details of concrete swale(s) must be shown on the grading plan.

g. Show flow elevation of all drainage devices at inlets, outlets, grade breaks and at 100' intervals where applicable.

h. Define roof drainage. Show down spout and location of discharge to ground surface which shall be at least 5 feet from foundations walls or to an approved drainage system. Unless otherwise recommended by a Geotechnical Engineer (LACRC R801.3).

26. Drainage is not permitted to sheet over any manufactured slope except in approved devices. Concentrated drainage is not permitted to discharge onto any graded slope. Berms, interceptor drains, swales or other devices shall be provided at the top of cut or fill slopes to prevent surface waters from overflowing onto and damaging the face of a slope.

a. A paved interceptor drain is required at the top of graded slope(s). Interceptor drains shall be installed along the top of graded slopes greater than 5 feet in height receiving drainage from a slope with a tributary width greater than 30 feet measured horizontally. Interceptor drains shall be a minimum depth of 1 foot and a minimum width of 3 feet. The interceptor drain slope shall not be less than 50 units horizontal to 1 unit vertical (2 percent) and must be paved with three (3) inches minimum thickness of concrete or gunite with minimum reinforcement of 6x6 - 10/10 welded wire fabric (WWF). Details of interceptor drain(s) must be shown on the grading plan (J109.3)

b. An earthen berm at the top of fill slope for slope protection. Earthen berms shall not be less than 12 inches above the level of the pad and shall slope back at least 4 feet from the top of the slope. (J109.3)

27. Clearly define drainage pattern at the property line(s). Define offsite drainage pattern tributary to subject site. Plans should clearly define off site areas that contribute to the site by showing, contours, elevations, or flow lines & arrows as applicable. Plans must demonstrate how tributary drainage will be conveyed through and around the proposed site. If applicable, an offsite map at a scale of no less than 1"=1000' may be used to define the offsite tributary areas. A scale greater than 1"=1000' will be required if contours or elevations are insufficient to establish flow conditions.

28. Cut-off walls are required on all inlet and outlet structures. Details must be shown on plans.

29. Velocity reducers (i.e. energy dissipaters) are required where drains discharge onto natural ground. If riprap is to be used specify class and size. Outlet velocities from proposed drainage devices must be designed to minimize erosion. Show on plan and provide cross section detail which shows thickness, length, and embedment depth of rocks.

30. Provide parkway drain per county/city standards (If located in Road Right of Way a separate permit for work will be required, see Agency Referral Sheet).

DRAINAGE ANALYSIS

31. Any alteration of the natural drainage pattern, as a result of the proposed grading and construction requires a drainage release covenant (See item # 9). Hydrology/hydraulic analysis are required to determine if changes in Pre-development and Post-development conditions have occurred. (J109.4)

32. Submit hydrology and hydraulic calculations for sizing of drainage devices proposed on the grading plans. Hydraulic Analysis should be provided for sizing of all pipes, inlets, swales, energy dissipaters, parkway drains, cutoff walls, levee linings, or other proposed drainage devices. (Calculations should be signed and stamped by a Civil Engineer registered in California.)

33. Proposed project has grading or structure located near or within in a flood hazard. Provide hydrology/hydraulic analysis for determining flood hazard limits and impacts due to the proposed project. Grading or structures inside a flood hazard area must be protected. Plans showing for protecting or removing the Flood Hazard must be prepared by a California Registered Civil Engineer and demonstrate structures are adequately protected. Details of all protective measures must be shown on the grading plans.

34. This property is in a Federally Designated Special Flood Hazard Area. Buildings and structures constructed in whole or in part in flood hazard areas must comply with LACBC Sections 1612 and LACRC Section R322.1.9. All work within Zone A must meet requirements of the National Flood Insurance Program (NFIP), Chapter 44, Section 60.3. The minimum floor elevation for proposed structures shall be_____ per Bench Mark reference no. _____, FIRM panel No. _____, Flood Zone_____, Floodway name_____ or as determined in accordance with Sections 1612.3.1 and R322.1.4.1. An elevation certificate will be required to be filed at the local office of Building and Safety Once the finished floor elevation has been established. The certificate must be completed by a California Registered Civil Engineer or a Land Surveyor as per Sections 1612.5 and R322.1.9. Provide hydrology/hydraulic analysis to determine the water surface elevation.

    ❑ Place the following note on the cover sheet:

    This site is in a Federally Designated Special Flood Hazard Area. All future buildings, and other structures (including walls and fences) proposed within Zone A must meet requirements of the National Flood Insurance Program (NFIP), Title 44, Section 60.3 and Title 26, Sections 110.1 and 110.2 of the Los Angeles Building Code.

35. The proposed Tract or Parcel Map grading work impacts or encroaches into the Federal Designated Flood Zone "A." It will be necessary to process a Conditional Letter of Map Revision (CLOMR) before this grading plan can be approved. Please see attached information for processing CLOMRs (may be required for large single lot developments as determined by the Building Official).

36. For items #31 through 35 above the following analysis is required:

    a. A hydrology study per LACDPW Rational or Modified method is required. See LADPW Hydrology Manual for requirements. The Rational Method may be used for sub areas less than 40 acres and when storage routing is not necessary. Time of Concentrations may be determined using the “Hydrocalc Program” which is available at: http://www.dpw.lacounty.gov/wrd/publication/

    b. A gradual varied flow analysis is required (WSPG, HEC-II & HEC-RAS or an approved program) The analysis shall address adverse effects on the grading and adjacent properties. Proposed structures shall be designed with considerations of flood forces i.e.: impact, scour, and buoyancy.

LOT DRAINAGE

ROUGH GRADED PADS

37. Label sufficient pad finish spot elevations to verify pad area will have a minimum slope of 2% toward the intended drainage outlet. Label rough graded pad slope, 2% minimum. (J109.5)

FINE (PRECISE) GRADED PAD

38. Show location of proposed structure(s) on building pad(s). Buildings, foundations, pools and building footings must comply with slope setback requirements (1808A.7 and R403.1.7) and building setback requirements per (Title 22, Zoning Code). Define fine drainage around structure by providing flow directional arrows and appropriate flow line elevations of graded swale to verify slope from the high point to the point of outlet. All graded swales must have a minimum slope of 1% towards street or acceptable outlet and side slopes of 2% minimum and 21% maximum. Paved (concrete) surfaces may drain away from structures at a minimum slope of ½%. Specify graded swales high point elevations and graded swale elevations at building corners. Alternate setbacks shall be approved by GMED in accordance with 1808A.7.5.

39. Provide a detail of typical side swale between adjacent lots.

40. Label the finish floor (FF), finish pad (FP) elevations and adjacent grades to proposed buildings.

41. Provide a minimum grade fall of 6 inches within the first 10 feet from foundation wall. Show flow arrows to define drainage pattern around proposed structures. (LACRC R401.3 – See allowable exceptions)

42. Show a detail on the plan of paved side swales when a stoop, fireplace, A/C unit, or other obstruction is within five feet of the property line and/or top or toe of slope.

SUMP CONDITIONS & PUMPS

43. The project requires a sump pump to outlet drainage from the site. Submit sump pump sizing calculations along with pump manufacturers design information and rating curves. Plans must show complete details for sump pumps on the plans including, pipes, valves, dimensions, material type and size, elevations, cross sections, and construction notes. A separate electrical permit from Building and Safety is required. Calculations must be prepared, signed, and stamped by a California Registered Civil Engineer. A recorded covenant is also required for maintenance of the Sump Pump. A draft copy of the covenant including all exhibits must be reviewed and approved prior to recordation.Sump Pump Manual (6-15-2016).pdf (lacounty.gov)

TERRACE DRAINAGE REQUIREMENTS TO BE SHOWN ON PLANS

44. Drainage terraces at least 8 feet in width shall be established on all cut or fill slopes steeper than 3:1 at not more than 30-foot vertical intervals to control surface drainage and debris. When only one terrace is required it shall be at mid-height. Drainage terraces are required to be paved with three (3) inches minimum thickness of concrete or gunite with minimum reinforcement of 6 x 6 - 10/10 welded wire fabric (WWF). Show a detail of terrace on the grading plan. (J109.2)

45. For slopes steeper than 3:1 gradient and between 100 feet and 120 feet in height, one drainage terrace near mid-height shall be provided and not be less than 20 feet in width, a minimum of 8 feet of which must be paved. (J109.2)

46. Erosion is a problem for all graded slopes higher than 30 feet. For slopes flatter than 3 units horizontal to 1 unit vertical and steeper than 5 units horizontal to 1 unit vertical, a paved swale or ditch shall be installed at 30 foot vertical intervals to control surface drainage and debris. Swales shall be sized based on contributory area and have adequate capacity to convey intercepted waters to the point of disposal as defined in Section J109.5. Swales must be paved with reinforced concrete not less than 3 inches in thickness, reinforced with 6-inch by 6-inch No.10 by No.10 welded wire fabric or equivalent reinforcing centered in the concrete slab or an equivalent approved by the Building Official. Swales must have a minimum flow line depth of 1 foot and a minimum paved width of 18 inches. Swales shall have a minimum gradient of not less than 5 percent. There shall be no reduction in grade along the direction of flow unless the velocity of flow is such that slope debris will remain in suspension on the reduced grade.

47. Demonstrate that the maximum length of terrace or swale that may contribute to any down drain is 300 feet in any direction as required. (J109.2)

48. Provide open down drains unless specifically approved by the Building Official.

49. Provide a detail on the plans of transition structures for open drains where the grade changes from a steep to a relatively flat slope.

50. Show flow line elevations of all drainage terraces at each change in grade and at approximate 100 feet intervals. The flow line gradient can be no less than 5% and no greater than 12%. There shall be no reduction in grade along the direction of flow unless it can be shown that the velocity of flow will be such that the debris will remain in suspension on the reduced grade to prevent silt deposition. (J109.2)

51. Terrace drains are to be used for drainage generated from manufactured slopes. Provide separate drainage system for natural areas. The draining of natural slope runoff to terrace drain system is not permitted. The terrace drain system is only designed and intended to drain flows generated from the slope itself.

52. Sufficient access for the maintenance of slope and terrace drains must be provided and shown on plans.

RETAINING WALL AND FREE STANDING WALLS

53. STANDARD RETAINING AND SCREEN WALLS -- These walls are not plan checked, constructed, inspected, or permitted per the grading permit. Separate plan checking and permitting is required. Label all standard retaining walls “To be constructed per separate permit”. Retaining wall permit(s) and grading permit must be issued concurrently.

54. GENERAL WALL COMMENTS

    a. Define proposed drainage scheme around walls. Flows tributary to top of proposed retaining wall(s) must be conveyed around the wall(s) by a concrete swale or an approved drainage system (i.e. inlet and pipe). Provide details of drainage system or swale. Show flow line elevations, swale, inlet, and outlet details.

    b. Show and label applicable setbacks from walls to structures and top and/or toe of both existing and proposed slopes and property lines.

55. SEGMENTAL EARTH (GEOGRID) RETAINING WALLS: These walls are plan checked, constructed, bonded, and inspected per the grading plans and permit. The following is required for the proposed geogrid wall:

    a. Details and stability analysis for geogrid walls must be approved by the Soils and Geology Section of the Department’s Geotechnical and Materials Engineering Division. Please see attached GMED Plan Check Referral Form for instructions.

    b. Provide on plans all manufacturers construction instructions and installation procedures for the construction of the segmental earth retaining walls. Proposed wall systems must have an approved ICBO Evaluation Report/ICC-ES Legacy Report, which must be labeled on the plan. Walls not approved through a report will require additional review by Research Section.

    c. The geogrid fabric must be mechanically anchored to the facing units. Provide details of the facing unit and the mechanical connection.

    d. Provide adequate wall sections (wall face, endpoints, curves/corners, areas adjacent to drainage courses) and label the geogrid type, location, spacing and embedment length behind the interior face of the block unit.

e. Label all pertinent geotechnical recommendations, such as maximum allowable rock size, placement/compaction specifications for the backfill, overexcavation, and minimum distance from compaction equipment to wall face.

f. In order to prevent future damage to the geogrid wall, a Restricted Use Area (RUA) for the embedment area of reinforcing geogrid must be recorded. This area shall extend 10' horizontally beyond the limits of the embedment area. Show and label the RUA on the grading plans including bearings and distances of boundary.

- ❑ For Subdivisions, the RUA must be established and recorded on the Final Tract or Parcel Map.
- ❑ For Non – Subdivisions, a sketch and restricted use covenant must be recorded on the property.

SLOPE PLANTING, IRRIGATION AND EROSION CONTROL

56. The surface of all cut slopes more than 5 feet in height and fill slopes more than 3 feet in height shall be protected against damage from erosion by planting with grass or ground cover plants. (J110.1) Slopes exceeding 15 feet in vertical height shall also be planted with shrubs, spaced at not to exceed 10 feet on centers; or trees, spaced at not to exceed 20 feet on center; or a combination of shrubs and trees at equivalent spacing, in addition to the grass or ground cover plants. The plants selected and planting methods used shall be suitable for the soil and climatic conditions of the site.

Note: Planting may be modified for the site if specific recommendations are provided by both the Soils Engineer and a Landscape Architect. Specific recommendations must consider soils and climatic conditions, irrigation requirements, planting methods, fire retardant characteristics, water efficiency, maintenance needs, and other regulatory requirements. Recommendations must include a finding that the alternative planting will provide a permanent and effective method of erosion control. Modifications to planting must be approved by the Building Official prior to installation.

57. Slopes required to be planted by Subsection J110.3 of the Building Code and as indicated in item no. 79 above shall be provided with an approved system of irrigation that is designed to cover all portions of the slope. For slopes less than 20 feet in vertical height, hose bibs to permit hand watering will be acceptable if such hose bibs are installed at conveniently accessible locations where a hose no longer than 50 feet is necessary for irrigation.

Note: The requirements for permanent irrigation systems may be modified upon specific recommendation of a landscape architect or equivalent authority that, because of the type of plants selected, the planting methods used and the soil and climatic conditions at the site and irrigation will not be necessary for the maintenance of the slope planting.

58. For items no. 56 and 57 above, the following is required:
   a. For slopes less than 20' in vertical height, notes no. 48 and 49 of the attached general notes must be added to the grading plans.

   b. For slopes 20' or more in vertical height, provide a landscape and irrigation plan specifying the selected planting and irrigation for all graded slopes. Include the selection and spacing of all ground cover, shrubs, and trees, in addition to location and details for the selected irrigation system. The plan should address all manufactured slopes that are proposed on the grading plans. A separate plumbing permit may be required for the proposed irrigation system. The landscape plan must be stamped by a licensed civil engineer or landscape architect.

59. All developments that fall into one of the following categories must obtain a Landscape Permit (Title 23 of California Code of Regulations, Chapter 2.7, Division 2 of "Model Water Efficient Landscape Ordinance (MWELO)". See exemptions in in same section for historic sites, ecological, cemetereies, or mine reclamation projects:

   ☐ New Proposed Irrigated Landscape 500 square feet or greater

   ☐ Rehabilitated Irrigated Landscape 2500 square feet or greater

   a. Specify both here and on the plans: The total proposed landscape area is _____ square feet.

   a. Submit Landscape Plans to Land Development Division for review and approval. Landscape Plans must be approved, and a Landscape Permit issued prior to Rough Grade approval. Land Development Division is located at 900 S. Fremont Ave 3rd Floor, Alhambra, CA 91803. Apply for a Landscape Efficiency Plan at https://epicla.lacounty.gov/energov_prod/SelfService/#/home/

   b. Note no. 50 of the attached general notes must be added to the grading plans.

   c. Projects having landscaping equal to or less than 2500 square feet and are proposing rainwater storage or graywater use for irrigation is subject only to Appendix D Section (5) of MWELO. Submit landscape plans to Land Development Division as directed in 83 b. Consult LA County Public Health for additional requirements https://dpw.lacounty.gov/wwd/web/Documents/Graywater%20System.pdf. Approval from Regional Water Quality Control Board and LA County Building and Safety Plumbing Section may also be required.

60. All Landscaping requires a Smart Irrigation Controller. Automatic irrigation system controllers for landscaping shall be installed at the time of final inspection and shall comply with the following:
   i. Controllers shall be weather or soil moisture based controllers that automatically adjust irrigation in response to changes in plants' needs as weather conditions change.
   ii. Weather based controllers without integral rain sensors or communication systems that account for local rainfall shall have a separate wired or wireless rain sensor which connects or communicates with the controller(s). Soil moisture based controllers are not required to have rain sensor input.

   ☐ Show location where Smart Irrigation Controller is to be installed and label manufacture name and model number.

LOW IMPACT DEVELOPMENT (LID) Requirements

All development must comply with the County of Los Angeles' Title 12, Chapter 12.84 (LID).
LID standards are intended to distribute stormwater and urban runoff across developed sites to help reduce adverse water quality impacts and replenish groundwater supplies. The LID Manual is available at the following link: http://dpw.lacounty.gov/ldd/web/

Under the NPDES permit (LACBC Section 106.4.3) and the County of Los Angeles LID ordinance, priority projects are required to prohibit the discharge of pollutants from property developments. Preventing these pollutants from entering stormwater discharge system will be accomplished by requiring the installation and maintenance of post-construction treatment controls. (Best Management Practices (BMPs)

Residential development of 4 units or less:

☐ New development, hillside development, redevelopment, alterations, or additions which alter 50% or more of impervious surfaces, entire site shall meet LID requirements.

61. **Residential development of 4 units or** less must implement a minimum of two LID Best Management Practice (BMP) alternatives as indicated in Section 3.2 and Appendix E – Stormwater Quality Control Measure Fact Sheets of the LID Manual. Plans must show complete construction details, materials, manufacturer, model number, dimensions, location, structures, slopes, construction notes, specifications, cross sections, elevations, and setbacks from property lines needed to construct proposed LID BMPs. BMPs should be designed so as not to adversely impact building foundations, pavement, slope stability, or an adjacent property. For hillside properties all catch basins and inlets that discharge into an existing or proposed storm drains must be labeled to discourage illegal dumping of pollutants. Stencils are available at your local Building and Safety office.

a. Permeable Porous Pavement or other impervious surfaces (at least 50% of pavement on lot shall be porous)
- Show detail of placement, base, geotextile, subgrade, and soil preparation per manufacturer's specifications.
- The required soils report must address percolation and manufacturer's recommendations and guidelines.
- H-20 loading is required for Fire Department access.
- A minimum of 30" deep impervious liner or edge restraint is required within 5' of public right of way, property lines, and structures unless otherwise recommended by a soils engineer.

b. Downspout routing (choosing one of the options below satisfies 1 of 2 required BMPs)

☐ Cistern/rain barrel (Option 1)
- Show location of cistern/rain barrels. Rain barrels should be designed to store 200 gallons and be located such that roof run-off is equally distributed. Rain gutters & downspouts shall be shown on plans.
- Plans shall show hose bibs or pump systems for discharge and watering of landscaping. (Note: A separate electrical permit is required for pump systems).
- A plumbing permit is required for backflow prevention devices when the discharge system is tied into a landscaping irrigation system served by a potable water source.
- H-20 loading is required for underground cisterns located in an area subject to traffic conditions.
- Plans should include manufacturer specifications and notes for rain barrels. See provided guidelines.

☐ Rain garden/Stormwater Planter (Option 2)
- Surface area of flow through type planter box shall be designed and sized to treat 200 gallons. Planter must have a 18" minimum top soil layer and 12" minimum gravel layer. The infiltration type planter box shall be designed to infiltrate 200 gallons over a 48 hour period.

c. Divert Runoff/Disconnect Impervious Surfaces (Hillsides ≥ 25% slope must comply with this requirement)
- Show driveway, roof, and other impervious surfaces to drain toward pervious landscaped areas. The ratio of impervious to pervious area shall be no less than 2:1. This ratio must be identified on plans for each affected area. A minimum of 90% of the untreated impervious area shall be routed toward vegetated areas or water quality BMPs.

d. Dry well
- Show details including the following: location, cross section details, liner materials, subbase, and all manufacturer's specifications and/or recommendations from soils engineer. The required soils report shall address dry well and manufacturer's specification and requirements.
- The system should be designed to store and infiltrate a minimum of 200 gallons of stormwater within a 48 hour period.
- Provide calculations to determine the infiltration volume for sizing of well and determine time of infiltration to percolate 200 gallons.
- A filter or sediment control is required to filter water entering the dry well.
- Drywells that are deeper than their widest dimension are defined by the EPA as Class V injection wells, and are subject to inventory requirements under the Safe Drinking Water Act and must be registered at the following link with the EPA as injection wells. http://www.epa.gov/region09/water/groundwater/injection-wells-register.html. If this type of dry well is proposed, provide copy of registration.

e. Landscaping and landscape irrigation
- Show a minimum of two 15-gallon trees to be planted and maintained. Trees shall be located near impervious surfaces (10 foot maximum distance). One of the trees may be on the drought-tolerant plant list as required under the County's Green Building Ordinance (http://planning.lacounty.gov/assets/upl/project/green_drought-tolerant-garden.pdf). In Very High Fire Hazard Severity Zones, applicant should verify compliance with Fire Department's requirements https://www.fire.lacounty.gov/forestry-division/forestry-fuel-modification/.
    - Install Smart Irrigation Controllers. (see Comment 86 for requirements)

f. Green Roof
- Show area of green roof on site plan.
- Structural calculations for design of green roof will be required at time of building plan submittal.
- Fire Department approval will be required as part of building plan check.

62. **The following is a list of Designated Projects for new development and redevelopment activities that require compliance with LA County's LID ordinance. (See LID manual for additional information)**

- ❑ All development projects equal to 1 acre or greater of disturbed area and adding more than 10,000 square feet of impervious surface area
- ❑ Residential new or redeveloped projects that creates, adds, or replaces ≥10,000 square feet of impervious surface area.
- ❑ Industrial parks 10,000 square feet or more of surface area
- ❑ Commercial malls 10,000 square feet or more surface area
- ❑ Retail gasoline outlets 5,000 square feet or more of surface area
- ❑ Restaurants (SIC 5812) 5,000 square feet or more of surface area
- ❑ Parking lots 5,000 square feet or more of impervious surface area, or with 25 or more parking spaces
- ❑ Street and road construction of 10,000 square feet or more of impervious surface area
- ❑ Automotive service facilities with 5,000 square feet or more of surface area
- ❑ Projects located in or directly adjacent to, or discharging directly to a Significant Ecological Area (SEA),where the development will discharge storm water runoff that is likely to impact a sensitive biological species or habitat; and Create 2,500 square feet or more of impervious surface area
- ❑ Redevelopment projects identified below*:
    - Land-disturbing activity that results in the creation or addition or replacement of 5,000 square feet or more of impervious surface area
    - Development which alters less than 50% of impervious surfaces. Only proposed re-development needs to meet NPDES requirements.
    - Development which alters 50% or more of impervious surfaces. Entire site shall meet NPDES requirements.

*Impervious surface replacement, such as the reconstruction of parking lots and roadways which does not disturb additional area and maintains the original grade and alignment, is considered a routine maintenance activity. Redevelopment does not include the repaving of existing roads to maintain original line and grade.

REQUIREMENTS:

A. New Development and Re-Development Projects must control runoff through infiltration, bioretention, and/or rainfall harvest and use. Project must retain onsite the Stormwater Quality Design Volume (SWQDv) as defined by the *greater of the following:*

- The 0.75-inch, 24 hour rain event or
- The 85th percentile, 24-hour rain event, as determined from the Los Angeles County 85th percentile precipitation isohyetal map (www.dpw.lacounty.gov/wrd/hydrologygis) ,.

B. Bioretention and biofiltration systems shall meet the design specifications provided in Appendix E of LA County's LID manual. (available at http://dpw.lacounty.gov/ldd/web/). Biofiltration systems shall be entirely open-bottom.

C. When evaluating the potential for onsite retention, each projects must consider the maximum potential for evapotranspiration from green roofs and rainfall harvest and reuse for both indoor and outdoor use.

D. To demonstrate technical infeasibility, it must be shown that a project site cannot reliably retain 100 percent of the SWQDv onsite. Technical infeasibility may result from the following:
    i. The infiltration rate of saturated in-situ soils less than 0.3 inch per hour.
    ii. Seasonal high ground water is within 5 to 10 feet of the surface.
    iii. Locations within 100 feet of a ground water well used for drinking water.
    iv. Brownfield development sites where infiltration poses a risk of pollutant mobilization.
    v. Locations with potential geotechnical hazards.

E. When technical infeasibility has been demonstrated the site must biofiltrate using the following equation for volume required:

Bv = 1.5 * [SWQDv – Rv]

Where: Bv = Biofiltration volume
SWQDv = Stormwater runoff as defined in 88 A
Rv = Volume reliably retained onsite (amount infiltrated)

Show volumes and flow rates on plans as applicable.

Note: For additional alternative compliance measures see Regional Water Quality Control Board Order No. R4-2012-0175 section VI.D.7.c.iii (http://www.waterboards.ca.gov/losangeles/water_issues/programs/stormwater/municipal/index.shtml)

F. Project sites that outlet to natural drainage systems that are subject to hydromodification shall be in compliance with LA County's LID manual, Section 8 (available at http://dpw.lacounty.gov/ldd/web/).

G. The plans must show complete construction details, materials, manufacturer, model number, dimensions, location, structures, slopes, construction notes, specifications, cross sections, elevations, GPS x-y coordinates for each BMP, and setbacks from property lines needed to construct proposed LID BMPs. BMPs should be designed as not to adversely impact building foundations, pavement, slope stability, or an adjacent property.

H. Clearly show driveway/access road drainage and provide BMPs for treatment of driveway flows. Provide elevations, cross sections, or slopes as applicable.

I. Submit and obtain approval from Environmental Programs Division, Industrial Waste Unit at 900 S. Fremont, Alhambra, Annex Building, 3rd floor, Alhambra, CA 91803. Please contact EPD by email at IW@pw.lacounty.gov or call (626) 458-3517 for required fees and submittal requirements. An annual operating permit may be required. , . Please note: prior to obtaining approval from EPD the location and the design flows for all BMPs must be shown on plans and approved by Building and Safety (This applies to all non-residential projects).

J. Pre-treatment BMPs are required.

63. **Non-Designated Projects.**

Non-residential development (Commercial, Industrial) or a residential development consisting of 5 or more residential units:

☐ Development which alters less than 50% of impervious surfaces. Only proposed new impervious areas needs to meet LID requirements.

☐ Development which alters 50% or more of impervious surfaces. Entire site shall meet LID requirements.

A. This project is required to retain the Delta Storm Water Quality Design Volume (ΔSWQDv), the difference between the stormwater runoff volume pre- and post-condition. The SWQDv, from which the ΔSWQDv is calculated, is defined in item 85A of this grading review sheet. ΔSWQDv is defined as the difference in the runoff volume between undeveloped (1% impervious surface) and post-developed condition. The ΔSWQDv is calculated according to the following equation:

$$\Delta SWQDv = V_d - V_u$$

Where: ΔSWQDv = Increase in stormwater runoff volume from the project [ft3];
V_d = Stormwater runoff volume post-development [ft3]; and
V_u = Undeveloped stormwater runoff volume [ft3] (1% impervious).

If ΔSWQDv cannot be infiltrated due to geotechnical or technical feasibility as indicated in Section 7 of the County's LID Manual; onsite storage or other water conservation requirements must be implemented.

B. Provide calculations for sizing of the proposed BMP's. Calculations must consider ΔSWQDv, percolation rate, and geotechnical considerations.

C. Plans must show complete construction details, materials, manufacturer, model number, dimensions, location, structures, slopes, construction notes, specifications, cross sections, elevations, GPS x and y coordinates for each BMP, and setbacks from property lines needed to construct proposed LID BMPs. BMPs should be designed as not to adversely impact building foundations, pavement, slope stability, or an adjacent property.

D. Hydrology Calculations to determine the increase in volume due to development is required. For smaller sites, the County's Hydrocalc Program may be used for determining Pre- and Post-construction volumes. See Section 6 of County's LID Manual.

- A drain system is required for all infiltration basins. Drain systems shall discharge to an approved location and must be shown on site drainage or grading plans. Calculations for sizing of the infiltration basins are required.

64. For LID compliance, all catch basins and inlets that discharge into an existing or proposed storm drain must be labeled to discourage illegal dumping of pollutants. Stencils are available at your local Building and Safety office.

65. All infiltration basins, dry wells, or planters must comply with the following setbacks

Infiltration Facility Setbacks*	
Setback from	Distance in feet
Property lines & Public Right of Way	5' minimum
Any Foundation	15' or within a 1:1 plane drawn up from the bottom of foundation
Face of any slope	H/2, 5' minimum (H is height of slope)*
Seasonal high ground water	10' minimum depth to invert
Water wells	100' minimum

Required Infiltration Time (*due to vector control*)	
BMP Type	Duration
Open above ground (includes planting soil or open gravel pit)	48 hours to drain completely
Underground retention	96 hours to drain completely

*unless otherwise recommended by a Soils Engineer and approved by Geotechnical and Materials Engineering Division.
Note: Infiltration is not allowed in areas where pollutant mobilization is a documented concern, or where undisturbed soil infiltration rates are less than 0.3 inches per hour, or where infiltration could cause adverse impacts to biological resources.

66. An Infiltration Report by a Soils Engineer and the grading plans must be reviewed and recommended for approval by the Geology and Soils Section prior to approval of an Infiltration/Retention - Low Impact Development (LID) BMP. Please see attached GMED Plan Check Referral Form for instructions. The Infiltration Report must comply with GMED Geotechnical Memo GS 200.1 and should be presented as its own report. All recommendations and notes as indicated in the soils engineering report and/or GMED review sheets must be incorporated into the grading plans. The GS 200.1 memo can be found at: http://dpw.lacounty.gov/gmed/permits/docs/policies/GS200.1.pdf

Gravel Specification for Non-proprietary gravel storage layers must indicate 1.5" to 3" diameter, angular, clean rock compacted to 90% relative compaction or equivalent determined and field verified by a Soils Engineer.

67. Rainwater harvest and reuse systems that are NOT gravity fed require approval from LA County Public Health, Cross Connection & Water Pollution Control Program. The application and further information is found at http://publichealth.lacounty.gov/eh/EP/cross_con/cross_con_main.htm. In addition, approval from LA County, Building and Safety Plumbing Section is required. Rainwater harvest design and plans must comply with County of Los Angeles, Plumbing Code, Chapter 16 – Non-Potable Rainwater Catchment Systems.

68. Different types of infiltration facilities such as dry wells, unlined sumps, seepage pits, and infiltration galleries are some of the terms used to describe Class V injection wells as defined by the EPA. Register the proposed infiltration facility at the following online registration form: http://www.epa.gov/uic/forms/underground-injection-wells-registration.

69. A recorded covenant indicating that the owner of the subject development is aware and agrees to maintain all stormwater BMP features for this project is required. The covenant shall include operation and maintenance guidelines prepared by the project civil engineer/architect. See attached LID Covenant Preparation and Recordation instructions. A draft copy of the covenant including all exhibits must be reviewed prior to recordation.

70. A Statement of Understanding and/or O&M Guidelines must be provided for Capital Projects.

71. Provide Attached LID table on LID Plan or in LID Report.

ADDITIONAL CORRECTIONS: _____

_____

_____

_____

_____

_____

Reviewed By: _____

_____

_____

_____

Below is a list of the items still needed:

1.Planning Department Approved Plans: Per Agency Referral. All approved plans will need to match grading plans.
2.Planning Department Conditions: All conditions will need to match grading plans.
3.Very High Fire Hazard Severity Zone Fire Department Permit: Per Agency Referral. Contact your local fire station for more information.
4.EPD Industrial Waste: If LID is required. Directions will be provided when ready
5.Documents A & B: Grading Review Sheet pages 23-24.
6.Updated Plans: Per redline comments. Additional comments may follow.

The following project information and grading notes as applicable must be shown on all grading plans.

PROJECT INFORMATION: (Required on Title Sheet of all Grading Plans)

(General Information)

- Grading Permit Application No. GRAD_____ *
- Earthwork Volumes Cut_____(cy), Fill_____ (cy) *
  Over Excavation/ Alluvial Removal & Compaction _____ (cy) *
  Export _____(cy), Export Location: _____ *
- Total Disturbed Area _____ (Acres) *
- Total Proposed Irrigated Landscape Area _____ Square Feet *
- • Pre-Development (Existing) Impervious area _____ (SF) *
- Post-Development (Proposed) Impervious area _____ (SF) *
- Waste Discharge Identification Number (WDID #) _____
- Construction & Demolition Debris Recycling and Reuse Plan (RPP ID) _____ *

(Property Information)

- Property Address _____ (If exist *)
- Tract / Parcel Map No. _____ Lot/Parcel No. _____
- Property Owner _____ *
- Assessors ID Number(s) _____ *

(Zoning, Regional Planning, and other Agency Information)

- Property Zoning: _____ *
- Intended Land Use: _____ *
  (For proposed graded areas - i.e. ... Single Family Residence)
- Certificate of Compliance: CC NO._____
- Plot Plan Number: PP NO._____
- Conditional Use Permit: CUP NO._____ Expiration Date: _____
- Oak Tree Permit Number: OTP NO._____ Expiration Date: _____
- Community Standards District:_____
- California Coastal Commission Area: _____Yes, _____No Approved volume: _____(cy)
- Coastal Development Permit CDP_____ Expiration Date: _____
- Fish & Wildlife, Army Corp of Engineers, Regional Water Control Board, AQMD & Other Agency Permits should be added as applicable. (Permit Number_____, Expiration Date_____)

ON THE GRADING PLANS, PROVIDE ALL INFORMATION FOR THE GENERAL INFORMATION AND GENERAL NOTES. DO NOT LEAVE BLANKS. USE "N/A" AS NEEDED.

Note: Items marked * are required on all grading plan.

GENERAL NOTES:

1. All grading and construction shall conform to the 2023 County of Los Angeles Building Codes and the State Model Water Efficiency Landscape Ordinance unless specifically noted on these plans.
2. Any modifications of or changes to approved grading plans must be approved by the Building Official.
3. No grading shall be started without first notifying the Building Official. A Pre-gradie meeting at the site is required before the start of the grading with the following people present: Owner, grading contractor, field engineer, soils engineer, geologist, County grading inspector(s) or their representatives, and when required the archeologist or other jurisdictional agencies. Permittee or their agent is responsible for arranging the Pre-grade meeting and must notify the Building Official at least two business days prior to the proposed pre-grade meeting.
4. Approval of these plans reflect solely the review of plans in accordance with the County of Los Angeles Building Codes and does not reflect any position by the County of Los Angeles or the Department of Public Works regarding the status of any title issues relating to the land on which the improvements may be constructed. Any disputes relating to title are solely a private matter not involving the County of Los Angeles or the Department of Public Works.
5. All grading and construction activities shall comply with County of Los Angeles Code, Title 12, Section 12.12.030 that controls and restricts noise from the use of construction and grading equipment from the hours of 8:00 PM to 6:30 AM, and on Sundays and Holidays. *(More restrictive construction activity times may govern, as required by the Department of Regional Planning and should be shown on the grading plans when applicable.)*
6. California Public Resources Code (Section 5097.98) and Health and Safety Code (Section 7050.5) address the discovery and disposition of human remains. In the event of discovery or recognition of any human remains in any location other than a dedicated cemetery, the law requires that grading immediately stops and no further excavation or disturbance of the site, or any nearby area where human remains may be located, occur until the following has been measures have been taken:
   a. The County Coroner has been informed and has determined that no investigation of the cause of death is required, and
   b. If the remains are of Native American origin, the descendants from the deceased Native Americans have made a recommendation for the means of treating or disposing, with appropriate dignity, of the human remains and any associated grave goods.
7. The location and protection of all utilities is the responsibility of the Permittee.

8. All export of material from the site must go to a permitted site approved by the Building Official or a legal dumpsite. Receipts for acceptance of excess material by a dumpsite are required and must be provided to the Building Official upon request.

9. If contaminated soils are encountered at any time during grading activities, permittee shall stop work until an oversight agency approval is received. Contact LA County Fire Site Mitigation Unit at (323) 890-4045 immediately.

10. A copy of the grading permit and approved grading plans must be in the possession of a responsible person and available at the site at all times.

10. Site boundaries, easements, drainage devices, restricted use areas shall be located per construction staking by Field Engineer or licensed surveyor. Prior to grading, as requested by the Building Official, all property lines, easements, and restricted use areas shall be staked.

11. No grading or construction shall occur within the protected zone of any protected tree species as required per Planning Approval.

12. The standard retaining wall details shown on the grading plans are for reference only. Standard retaining walls are not checked, permitted, or inspected per the Grading Permit. A separate retaining wall permit is required for all standard retaining walls.

Note: This note only applies to standard retaining walls. Geogrid fabric and segmental retaining walls do not require a separate retaining wall permit. Details and construction notes for all Geogrid walls must be on the grading plan.

13. A preventive program to protect the slopes from potential damage from burrowing rodents is required per Section J101.8 of the County of Los Angeles Building Code. Owner is to inspect slopes periodically for evidence of burrowing rodents and a first evidence of their existence shall employ an exterminator for their removal.

14. Where a grading permit is issued and the Building Official determines that the grading will not be completed prior to November 1, the owner of the site on which the grading is being performed shall, on or before October 1, file or cause to be filed with the Building Official an ESCP per Section J110.8.3 of the County of Los Angeles Building Code.

15. Transfer of Responsibility: If the Field Engineer, the Soils Engineer, or the Engineering Geologist of record is changed during grading, the work shall be stopped until the replacement has agreed in writing to accept their responsibility within the area of technical competence for approval upon completion of the work. It shall be the duty of the permittee to notify the Building Official in writing of such change prior to the recommencement of such grading.

INSPECTION NOTES

16. The permittee or his agent shall notify the Building Official at least one working day in advance of required inspections at following stages of the work. (Section J105.7 of the Building Code.)

(a) Pre-grade – Before the start of any earth disturbing activity or construction.

(b) Initial - When the site has been cleared of vegetation and unapproved fill has been scarified, benched or otherwise prepared for fill. Fill shall not be placed prior to this inspection. Note: Prior to any construction activities, including grading, all storm water pollution prevention measures including erosion control devices which contain sediments must be installed.

(c) Rough - When approximate final elevations have been established; drainage terraces, swales and berms installed at the top of the slope; and the statements required in this Section have been received.

(d) Final - When grading has been completed; all drainage devices installed; slope planting established, irrigation systems installed and the As-Built plans, required statements, and reports have been submitted and approved.

17. In addition to the inspection required by the Building Official for grading, reports and statements shall be submitted to the Building Official in accordance with Section J105 of the County of Los Angeles Building Code.

18. Unless otherwise directed by the Building Official, the Field Engineer for all engineered grading projects shall prepare routine inspection reports as required under Section J105.11 of the County of Los Angeles Building Code. These reports, known as "Report of Grading Activities", shall be submitted to the Building Official as follows:

1. Bi-weekly during all times when grading of 400 cubic yards or more per week is occurring on the site;

2. Monthly, at all other times; and

3. at any time when requested in writing by the Building Official.

Such "Report of Grading Activities" shall certify to the Building Official that the Field Engineer has inspected the grading site and related activities and has found them in compliance with the approved grading plans and specifications, the building code, all grading permit conditions, and all other applicable ordinances and requirements. This form is available at the following website https://dpw.lacounty.gov/bsd/content/publications.aspx . "Report of Grading Activities" may be scanned and uploaded in the Attachments tab as a "RGA (Reporting of Grading Activity)" document type for permits in EpicLA or on the website https://dpw.lacounty.gov/bsd/dg/default.aspx for all other grading projects.. Failure to provide required inspection reports will result in a "Stop Work Order."

19. All graded sites must have drainage swales, berms, and other drainage devices installed prior to rough grading approval per Section J105.7 of the County of Los Angeles Building Code.

20. The grading contractor shall submit the statement to the grading inspector as required by Section J105.12 of the County of Los Angeles Building Code at the completion of rough grading.

21. Final grading must be approved before occupancy of buildings will be allowed per Section J105 of the County of Los Angeles Building Code.

22. A property line survey, prepared by a CA licensed land surveyor or a civil engineer with a license number below C33966, may be required by the Building Official based upon site conditions in accordance with LACBC Section 108.1.

DRAINAGE NOTES

23. Roof drainage must be diverted from graded slopes.

24. Provisions shall be made for contributory drainage at all times.

25. All construction and grading within a storm drain easement are to be done per Private Drain PD No._____ or miscellaneous Transfer Drain MTD No. _____.

26. All storm drain work is to be done under continuous inspection by the Field Engineer. Status reports required under note 18 and Section J105.11 of the County of Los Angeles Building Code shall include inspection information and reports on the storm drain installation.

AGENCY NOTES (Add - Applicable Notes)

27. An encroachment permit from (County of Los Angeles Department of Public Works) (CALTRANS) (City of _____) is required for all work within or affecting road right of way. All work within Road right of way shall conform to (County of Los Angeles Department of Public Works)(CALTRANS) (City of _____) encroachment permit.

28. An Flood Construction Permit is required from the County of Los Angeles Flood Control District for all work within the County of Los Angeles Flood Control District Right of Way. All work shall conform to conditions set by the Permit.

29. Permission to operate in Very High Fire Hazard Severity Zone must be obtained from the Fire Prevention Bureau or the local Fire Station prior to commencing work.

30. All work within the streambed and areas outlined on grading plans shall conform to:

    - Army Corp 404 Permit Number: _____.
    - California Fish & Wildlife Permit No.: _____.

31. All construction/demolition, grading, and storage of bulk materials must comply with the local AQMD rule 403 for Fugitive Dust. Information on rule 403 is available at AQMD's website http://www.avaqmd.com.

GENERAL GEOTECHNICAL NOTES

32. All work must be in compliance with the recommendations included in the geotechnical consultant's report(s) and the approved grading plans and specifications.

33. Grading operations must be conducted under periodic inspections by the geotechnical consultants with monthly inspection reports to be submitted to the Geology and Soils Section. (900 S. Fremont, Alhambra CA 91803 – 3rd Floor)

34. The Soil Engineer shall provide sufficient inspections during the preparation of the natural ground and the placement and compaction of the fill to be satisfied that the work is being performed in accordance with the plan and applicable Code requirements.

35. Rough grading must be approved by a final engineering geology and soils engineering report. An As-Built Geologic Map must be included in the final geology report. Provide a final report statement that verifies work was done in accordance with report recommendations and code provisions (Section J105.12 of the County of Los Angeles Building Code). The final report(s) must be submitted to the Geotechnical and Materials Engineering Division for review and approval.

36. Foundation, wall and pool excavations must be inspected and approved by the consulting geologist and soil engineer, prior to the placing of steel or concrete.

37. Building pads located in cut/fill transition areas shall be over-excavated a minimum of three (3) feet below the proposed bottom of footing.

FILL NOTES

38. All fill shall be compacted to the following minimum relative compaction criteria:

    a. 90 percent of maximum dry density within 40 feet below finish grade.

    b. 93 percent of maximum dry density deeper than 40 feet below finish grade, unless a lower relative compaction (not less than 90 percent of maximum dry density) is justified by the geotechnical engineer.

       The relative compaction shall be determined by A.S.T.M. soil compaction test D1557-91 where applicable: Where not applicable, a test acceptable to the Building Official shall be used. (Section J107.5 of the County of Los Angeles Building Code.)

    c. 95 percent of maximum dry density is required for all Fire lanes unless otherwise approved by the Fire Department.

39. Field density shall be determined by a method acceptable to the Building Official. (Section J107.5 of the County of Los Angeles Building Code.) However, not less than 10% of the required density test, uniformly distributed, and shall be obtained by the Sand Cone Method.

40. Sufficient tests of the fill soils shall be made to determine the relative compaction of the fill in accordance with the following minimum guidelines:

    a. One test for each two-foot vertical lift.

    b. One test for each 1,000 cubic yards of material placed.

    c. One test at the location of the final fill slope for each building site (lot) in each four-foot vertical lift or portion thereof.

    d. One test in the vicinity of each building pad for each four-foot vertical lift or portion thereof.

41. Sufficient tests of fill soils shall be made to verify that the soil properties comply with the design requirements, as determined by the Soil Engineer including soil types, shear strengths parameters and corresponding unit weights in accordance with the following guidelines:

    a. Prior and subsequent to placement of the fill, shear tests shall be taken on each type of soil or soil mixture to be used for all fill slopes steeper than three (3) horizontal to one vertical.

    b. Shear test results for the proposed fill material must meet or exceed the design values used in the geotechnical report to determine slope stability requirements. Otherwise, the slope must be reevaluated using the actual shear test value of the fill material that is in place.

    c. Fill soils shall be free of deleterious materials.

42. Fill shall not be placed until stripping of vegetation, removal of unsuitable soils, and installation of subdrain (if any) have been inspected and approved by the Soil Engineer. The Building Official may require a "Standard Test Method for moisture, ash, organic matter, peat or other organic soils" ASTM D-2974-87 on any suspect material. Detrimental amounts of organic material shall not be permitted in fills. Soil containing small amounts of roots may be allowed provided that the roots are in a quantity and distributed in a manner that will not be detrimental to the future use of the site and the soils engineer approves the use of such material.

43. Rock or similar material greater than 12 inches in diameter shall not be placed in the fill unless recommendations for such placement have been submitted by the Soil Engineer and approved in advance by the Building Official. Location, extent, and elevation of rock disposal areas must be shown on an "As Built" grading plan.

44. Continuous inspection by the Soil Engineer, or a responsible representative, shall be provided during all fill placement and compaction operations where fills have a depth greater than 30 feet or slope surface steeper than 2:1. (Section J107.8 of the County of Los Angeles Building Code)

45. Continuous inspection by the Soil Engineer, or a responsible representative, shall be provided during all subdrain installation. (Section J107.2 of the County of Los Angeles Building Code)

46. All subdrain outlets are to be surveyed for line and elevation. Subdrain information must be shown on an "As Built" grading plan.

47. Fill slopes in excess of 2:1 steepness ratio are to be constructed by the placement of soil at sufficient distance beyond the proposed finish slope to allow compaction equipment to be operated at the outer limits of the final slope surface. The excess fill is to be removed prior to completion of rough grading. Other construction procedures may be used when it is demonstrated to the satisfaction of the Building Official that the angle of slope, construction method and other factors will have equivalent effect. (Section J107.5 of the County of Los Angeles Building Code.)

PLANTING AND IRRIGATION NOTES:

48. Planting and irrigation on graded slopes must comply with the following minimum guidelines:

    a. The surface of all cut slopes more than 5 feet in height and fill slopes more than 3 feet in height shall be protected against damage by erosion by planting with grass or groundcover plants. Slopes exceeding 15 feet in vertical height shall also be planted with shrubs, spaced at not to exceed 10 feet on centers; or trees, spaced at not to exceed 20 feet on centers, or a combination of shrubs and trees at equivalent spacing, in addition to the grass or groundcover plants. The plants selected and planting methods used shall be suitable for the soil and climatic conditions of the site. Plant material shall be selected which will produce a coverage of permanent planting effectively controlling erosion. Consideration shall be given to deep-rooted planting material needing limited watering, maintenance, high root to shoot ratio, wind susceptibility and fire-retardant characteristics. All plant materials must be approved by the building official. (Section J110.3 of the County of Los Angeles Building Code)

    Note: Planting may be modified for the site if specific recommendations are provided by both the Soils Engineer and a Landscape Architect. Specific recommendations must consider soils and climatic conditions, irrigation requirements, planting methods, fire retardant characteristics, water efficiency, maintenance needs, and other regulatory requirements. Recommendations must include a finding that the alternative planting will provide a permanent and effective method of erosion control. Modifications to planting must be approved by the Building Official prior to installation.

    b. Slopes required to be planted by Section J110.3 shall be provided with an approved system of irrigation that is designed to cover all portions of the slope. Irrigation system plans shall be submitted and approved prior to installation. A functional test of the system may be required. For slopes less than 20 feet in vertical height, hose bibs to permit hand watering will be acceptable if such hose bibs are installed at conveniently accessible locations where a hose no longer than 50 feet is necessary for irrigation. The requirements for permanent irrigation systems may be modified upon specific recommendation of a landscape architect or equivalent authority that, because of the type of plants selected, the planting methods used and the soil and climatic conditions at the site, irrigation will not be necessary for the maintenance of the slope planting. (Section J110.4 of the County of Los Angeles Building Code)

    c. Other governmental agencies may have additional requirements for landscaping and irrigation. It is the responsibility of the applicant to coordinate with other agencies to meet their requirements while maintaining compliance with the County of Los Angeles Building Code.

49. The planting and irrigation systems shall be installed as soon as practical after rough grading. Prior to final grading approval all required slope planting must be well established. (Section J110.7 of the County of Los Angeles Building Code)

50. Landscape irrigation system shall be designed and maintained to prevent spray on structures. (Title 31, Section 5.407.2.1)

51. Prior to rough grade approval this project requires a landscape permit. Landscape plans in compliance with the "Model Water Efficient Landscape Ordinance" Title 23, Chapter 2.7 of California Code of Regulations (AB 1881) must be submitted to the Department of Public Works, Land Development Division. (900 S. Fremont Ave, Alhambra - 3RD Floor, CA 91803 (626) 458-4921). To obtain Landscape permit approved plans and Water Purveyor acknowledgment form must be submitted to the local Building and Safety office.

Best Management Practice Notes (BMP Notes) to be added to all Grading Plans

BEST MANAGEMENT PRACTICE NOTES:

1. Every effort should be made to eliminate the discharge of non-stormwater from the project site at all times.

2. Eroded sediments and other pollutants must be retained on-site and may not be transported from the site via sheet flow, swales, area drains, natural drainage courses or wind.

3. Stockpiles of earth and other construction related materials must be protected from being transported from the site by the forces of wind or water.

4. Fuels, oils, solvents, and other toxic materials must be stored in accordance with their listing and are not to contaminate the soil and surface waters. All approved storage containers are to be protected from the weather. Spills must be cleaned up immediately and disposed of in a proper manner. Spills may not be washed into the drainage system.

5. Excess or waste concrete may not be washed into the public way or any other drainage system. Provisions shall be made to retain concrete wastes on-site until they can be disposed of as solid waste.

6. Trash and construction related solid wastes must be deposited into a covered receptacle to prevent contamination of rainwater and dispersal by wind.

7. Sediments and other materials may not be tracked from the site by vehicle traffic. The construction entrance roadways must be stabilized so as to inhibit sediments from being deposited into the public way. Accidental depositions must be swept up immediately and may not be washed down by rain or other means.

8. Any slopes with disturbed soils or denuded of vegetation must be stabilized so as to inhibit erosion by wind and water.

9. "I certify that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to ensure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system or those persons directly responsible for gathering the information, to the best of my knowledge and belief, the information submitted is true, accurate, and complete. I am aware that submitting false and/ or inaccurate information, failing to update the ESCP to reflect current conditions, or failing to properly and/ or adequately implement the ESCP may result in revocation of grading and/ or other permits or other sanctions provided by law."

   Print Name _____SIGNED AND DATED (TYP)_____
   (Owner or authorized agent of the owner)

   Signature _____SIGNED AND DATED (TYP)_____ Date _____
   (Owner or authorized agent of the owner)

The following BMPs as outlined in, but not limited to, the latest edition of the CASQA Construction BMP Online Handbook or Caltrans Stormwater Quality Handbooks (Construction Site BMP Manual), may apply during the construction of this project (additional measures may be required if deemed appropriate by the Project Engineer or the Building Official)

EROSION CONTROL

EC1 – SCHEDULING
EC2 – PRESERVATION OF EXISTING VEGETATION
EC3 – HYDRAULIC MULCH
EC4 – HYDROSEEDING
EC5 – SOIL BINDERS
EC6 – STRAW MULCH
EC7 – GEOTEXTILES & MATS
EC8 – WOOD MULCHING
EC9 – EARTH DIKES AND DRAINAGE SWALES
EC10 – VELOCITY DISSIPATION DEVICES
EC11 – SLOPE DRAINS
EC12 – STREAMBANK STABILIZATION
EC13 – RESERVED
EC14 – COMPOST BLANKETS
EC15 – SOIL PREPARATION\ROUGHENING
EC16 – NON-VEGETATED STABILIZATION

TEMPORARY SEDIMENT CONTROL

SE1 – SILT FENCE
SE2 – SEDIMENT BASIN
SE3 – SEDIMENT TRAP
SE4 – CHECK DAM
SE5 – FIBER ROLLS
SE6 – GRAVEL BAG BERM
SE7 – STREET SWEEPING AND VACUUMING
SE8 – SANDBAG BARRIER
SE9 – STRAW BALE BARRIER
SE10 – STORM DRAIN INLET PROTECTION
SE11 – ACTIVE TREATMENT SYSTEMS
SE12 – TEMPORARY SILT DIKE
SE13 – COMPOST SOCKS & BERMS
SE14 – BIOFILTER BAGS

WIND EROSION CONTROL

WE1 – WIND EROSION CONTROL

EQUIPMENT TRACKING CONTROL

TC1 – STABILIZED CONSTRUCTION ENTRANCE EXIT
TC2 – STABILIZED CONSTRUCTION ROADWAY
TC3 – ENTRANCE/OUTLET TIRE WASH

NON-STORMWATER MANAGEMENT

NS1 – WATER CONSERVATION PRACTICES
NS2 – DEWATERING OPERATIONS
NS3 – PAVING AND GRINDING OPERATIONS
NS4 – TEMPORARY STREAM CROSSING
NS5 – CLEAR WATER DIVERSION
NS6 – ILLICIT CONNECTION/DISCHARGE
NS7 – POTABLE WATER/IRRIGATION
NS8 – VEHICLE AND EQUIPMENT CLEANING
NS9 – VEHICLE AND EQUIPMENT FUELING
NS10 – VEHICLE AND EQUIPMENT MAINTENANCE
NS11 – PILE DRIVING OPERATIONS
NS12 – CONCRETE CURING
NS13 – CONCRETE FINISHING
NS14 – MATERIAL AND EQUIPMENT USE
NS15 – DEMOLITION ADJACENT TO WATER
NS16 – TEMPORARY BATCH PLANTS

WASTE MANAGEMENT & MATERIAL POLLUTION CONTROL

WM1 – MATERIAL DELIVERY AND STORAGE
WM2 – MATERIAL USE
WM3 – STOCKPILE MANAGEMENT
WM4 – SPILL PREVENTION AND CONTROL
WM5 – SOLID WASTE MANAGEMENT
WM6 – HAZARDOUS WASTE MANAGEMENT
WM7 – CONTAMINATION SOIL MANAGEMENT
WM8 – CONCRETE WASTE MANAGEMENT
WM9 – SANITARY/SEPTIC WASTE MANAGEMENT
WM10 – LIQUID WASTE MANAGEMENT

Date of Maintenance Agreement ----------	Type of LID Project					GPS Coordinates		Design Storm Greater of (circle one) 0.75-inch 85th Percentile
	Designated		Non- Designated - Small Scale	Non- Designated - Large Scale				Rainfall Depth =
	*Commercial	*Residential	Residential and Redevelopemnt four units or less	*Residential and redevelopemnt four units or more	*Non-Residential	Latitude	Longitude	Stomwater quality control Measures(RET, BIO, VEG, T)
Total Project Area (SF)								
% Impervious Area								
Tributary Area to Site (Ac)								
% Imperviousness of Tributary Area								
*Redevelopement-≤ 50% (check)								
*Redevelopement-≥ 50% (check)								
Site Specific Source Control LID Table 5-1								
Infiltrate/Harvest (Y or N)								
SWQDv 100% retained on-site (Y or N)								
Delta SWQDv (cf)								
*Discharge to Natural Drainage System (Y or N)[1]								
Hydromodification Required (Y[1]) LID Sect 8.2 Exemption crieteria								
Peakflow rate (cfs)								
Required SWQDv (cf):								
BMP Total Capacity (cf, cfs)								

LID COVENANT
PREPARATION AND RECORDATION

1. SUBMIT the following draft documents to your plan check engineer:

   a. LID/NPDES Covenant
   b. LID/NPDES Site Diagram (8 ½" X 11") identifying the location, including GPS x and y coordinates and type, of each post construction BMP feature (Exhibit 1)
   c. LID/NPDES Maintenance Guidelines (8 ½" X 11") as provided by the manufacturer for each post construction BMP feature (Exhibit 2)

   Submit draft covenant WITH exhibits to your plan checker for approval prior to signing and notarizing. Plan checker will notify applicant if documents are ready for recordation or if corrections are needed.

2. COVENANTS MUST BE SIGNED, NOTARIZED, AND RECORDED. Sign, notarize and record documents after notification that the documents are ready to record.

   Note: RECORDATION is the responsibility of the applicant. Addresses for Recorder's Offices can be found at:
https://www.lavote.gov/contact-us/branch-office-locations
   Information for the County's Recorder's office can be obtained on the internet at http://www.lavote.net or by calling *1-800-201-8999, press 3 for real estate filing;* for more information.

   Applicant must provide copy of the recorded LID Covenant and Exhibits stamped by the recorder's office prior to plan approval. It is recommended applicants obtain a copy of the recorded document for their records.

3. For any required forms mentioned below please see:
   http://dpw.lacounty.gov/bsd/publications/index.cfm

RECORDING REQUESTED BY
AND MAIL TO:

Space above this line is for Recorder's use

COVENANT AND AGREEMENT
REGARDING THE MAINTENANCE OF LOW IMPACT DEVELOPMENT (LID) & NATIONAL POLLUTANTS DISCHARGE ELIMINATION SYSTEM (NPDES) BMPs

The undersigned, _____ ("Owner"), hereby certifies that it owns the real property described as follows ("Subject Property"), located in the County of Los Angeles, State of California:

LEGAL DESCRIPTION

ASSESSOR'S ID #_____TRACT NO._____LOT NO._____

ADDRESS: _____

Owner is aware of the requirements of County of Los Angeles' Green Building Standards Code, Title 31 Section 4.106.5 (LID) or 5.160.3 (LID), and the National Pollutant Discharge Elimination System (NPDES) Permit. The following post-construction BMP features have been installed on the Subject Property:

- □ Porous pavement
- □ Cistern/rain barrel
- □ Infiltration trench/pit
- □ Bioretention or biofiltration
- □ Rain garden/planter box
- □ Disconnect impervious surfaces
- □ Dry Well
- □ Storage containers
- □ Landscape and landscape irrigation
- □ Green roof
- □ Other _____
  _____

The location, including GPS x-y coordinates, and type of each post-construction BMP feature installed on the Subject Property is identified on the site diagram attached hereto as Exhibit 1.

Owner hereby covenants and agrees to maintain the above-described post-construction BMP features in a good and operable condition at all times, and in accordance with the LID/NPDES Maintenance Guidelines, attached hereto as Exhibit 2.

Owner further covenants and agrees that the above-described post-construction BMP features shall not be removed from the Subject Property unless and until they have been replaced with other post-construction BMP features in accordance with County of Los Angeles' Title 12, Chapter 12.84 – Low Impact Development Standards.

Owner further covenants and agrees to maintain all drainage devices located within his/her property in good condition and operable condition at all times.

Owner further covenants and agrees that if Owner hereafter sells the Subject Property, Owner shall provide printed educational materials to the buyer regarding the post-construction BMP features that are located on the Subject Property, including the type(s) and location(s) of all such features, and instructions for properly maintaining all such features.

Owner makes this Covenant and Agreement on behalf of itself and its successors and assigns. This Covenant and Agreement shall run with the Subject Property and shall inure to the benefit of the County of Los Angeles and be binding upon Owner, future owners, and their heirs, successors and assignees, and shall continue in effect until the release of this Covenant and Agreement by the County of Los Angeles, in its sole discretion.

Owner(s):

By:_____ Date:_____

By:_____ Date:_____

A notary public or other officer completing the attached certificate verifies only the identity of the individual who signed the document to which the certificate is attached, and not the truthfulness, accuracy, or validity of that document.

(PLEASE ATTACH NOTARY)

FOR DEPARTMENT USE ONLY:

MUST BE APPROVED BY COUNTY OF LOS ANGELES BUILDING AND SAFETY DIVISION PRIOR TO RECORDING.

APPROVED BY:_____ _____ Date _____ Permit No._____
(Print Name) (Signature)

COUNTY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS
BUILDING AND SAFETY/LAND DEVELOPMENT DIVISION

ACKNOWLEDGMENT TO EMPLOY CONSULTANTS

(To be completed by the legal owner)

Grading Permit No.: _____ Date Issued: _____ Dist. No.:_____

Address or Location of Property: _____

Tract No. or Parcel Map No._____ Lot No(s). _____

Owner's Name: _____
(Print)

The owner of the above described property hereby acknowledges by signature that, as a condition of the grading permit and during all work authorized by said permit, registered civil engineer(s) will be retained to perform the duties of the Design Engineer and Field Engineer in accordance with requirements of Appendix J, County of Los Angeles Building Code, and further, that a soil engineer and/or engineering geologist (when required) will be employed to make tests, investigations and file the reports that may be required for compliance with said Code.

Owner(s)_____ Date: _____Telephone:_____
(Signature)
Mailing Address: _____
City:_____ State: _____Zip: _____

Design Engineer _____Reg. No. _____
Firm: _____Telephone: _____
Address: _____City: _____ State: _____Zip: _____

Field Engineer _____Reg. No. _____
Firm: _____Telephone: _____
Address: _____City: _____ State: _____Zip: _____

Soils Engineer _____Reg. No. _____
Firm: _____Telephone: _____
Address: _____City: _____ State: _____Zip: _____

Engineering Geologist _____Reg. No. _____
Firm: _____Telephone: _____
Address: _____City: _____ State: _____Zip: _____

Contractor of Record _____ License No. _____
Firm: _____Telephone: _____
Address: _____City: _____ State: _____Zip: _____

INSTRUCTIONS: THIS DOCUMENT MUST BE COMPLETED AND FILED, TOGETHER WITH DOCUMENT "B", AT THE LOCAL OFFICE OF BUILDING AND SAFETY PRIOR TO ISSUANCE OF THE GRADING PERMIT.

Document "B"

COUNTY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS
BUILDING AND SAFETY/LAND DEVELOPMENT DIVISION

ACCEPTANCE OF EMPLOYMENT BY CONSULTANTS
(To be completed by the consultants)

Grading Permit No. _____Date Issued _____Dist. No._____

Address or Location of Property _____

Tract No. or Parcel Map No._____ Lot No(s). _____

Owner(s)_____Telephone_____

Mailing Address_____City_____State_____

The undersigned verify by signature(s) that they have been retained as consultant(s) and agree to notify the Building Official, within 48 hours if such employment is terminated. It is further understood that all required reports are to be submitted to the Building and Safety/Land Development Division by each consultant.

Design Engineer _____Reg. No._____
(Signature)
Firm_____ Telephone_____
Address_____City_____State____Zip_____

Field Engineer _____Reg. No._____
(Signature)
Firm_____ Telephone_____
Address_____City_____State____Zip_____

Soils Engineer _____Reg. No._____
(Signature)
Firm_____ Telephone_____
Address_____City_____State____Zip_____

Engineering Geologist _____Reg. No._____
(Signature)
Firm_____ Telephone_____
Address_____City_____State____Zip_____

Contractor of Record _____License No._____

Firm_____ Telephone_____
Address_____City_____State____Zip_____

INSTRUCTIONS: THIS DOCUMENT MUST BE COMPLETED AND FILED, TOGETHER WITH DOCUMENT "A", AT THE LOCAL OFFICE OF BUILDING AND SAFETY PRIOR TO ISSUANCE OF THE GRADING PERMIT.

Date _____

FIRE DEPARTMENT ACCESS DRIVEWAY REQUIREMENTS FOR GRADING PROJECTS

SITE LOCATION : _____

GRADING PLAN CHECK NO. _____

THIS FORM MUST BE SIGNED AND RETURNED TO THE DRAINAGE AND GRADING UNIT PRIOR TO APPROVAL OF THE GRADING PLAN.

This is to certify that the owner of the subject property is aware of the Fire Department access requirements which are defined in Section 503 of Title 24 of the California Fire Code and the following standards issued by the Forester and Fire Warden:

1. Standard for Private Access Roads and Driveways for Single-Family Dwellings (No Public Right of Way).

2. Standards for Access to All Buildings Other Than Single-Family Dwellings.

Additional grading or construction may be required and approved by the Forester and Fire Warden to meet these requirements prior to issuance of a building permit.

OWNER:	or	ENGINEER:
SIGNATURE_____		SIGNATURE_____
ADDRESS _____		ADDRESS _____

AGREEMENT
REGARDING THE MAINTENANCE OF LOW IMPACT DEVELOPMENT (LID) &
NATIONAL POLLUTANTS DISCHARGE ELIMINATION SYSTEM (NPDES) BMPs

The undersigned, _____ ("developer"), hereby accepts responsibility for maintenance until the
(Name, department and division)

responsibility is legally transferred to _____(public entity maintaining the BMPs)
(Name, department and division, or company)

LEGAL DESCRIPTION

ASSESSOR'S ID #_____TRACT NO._____LOT NO._____

ADDRESS: _____

Developer and Maintaining Entity is aware of the requirements of County of Los Angeles' Green Building Standards Code, Title 31 Section 4.106.5 (LID) or 5.160.3 (LID), and the National Pollutant Discharge Elimination System (NPDES) Permit. The following post-construction BMP features have been installed on the Subject Property:

- □ Porous pavement
- □ Cistern/rain barrel
- □ Infiltration trench/pit
- □ Bioretention or biofiltration
- □ Rain garden/planter box
- □ Disconnect impervious surfaces
- □ Dry Well
- □ Storage containers
- □ Landscape and landscape irrigation
- □ Green roof
- □ Other _____
  _____

The location, including GPS x-y coordinates, and type of each post-construction BMP feature installed on the Subject Property is identified on the site diagram attached hereto as Exhibit 1.

Developer and Maintaining Entity hereby covenants and agrees to maintain the above-described post-construction BMP features in a good and operable condition at all times, and in accordance with the LID/NPDES Maintenance Guidelines, attached hereto as Exhibit 2.

Developer and Maintaining Entity further covenants and agrees that the above-described post-construction BMP features shall not be removed from the Subject Property unless and until they have been replaced with other post-construction BMP features in accordance with Title 12, Chapter 12.84 – Low Impact Development Standards.

Developer and Maintaining Entity further covenants and agrees to maintain all drainage devices located within its property in good condition and operable condition at all times.

Developer and Maintaining Entity further covenants and agrees that if Developer and Maintaining Entity hereafter sells the Subject Property, Developer and Maintaining Entity shall provide printed educational materials to the buyer regarding the post-construction BMP features that are located on the Subject Property, including the type(s) and location(s) of all such features, and instructions for properly maintaining all such features.

Developer and Maintaining Entity makes this Covenant and Agreement on behalf of itself and its successors and assigns. This Covenant and Agreement shall run with the Subject Property and shall inure to the benefit of the County of Los Angeles and be binding upon Developer and Maintaining Entity, future Developers and Maintaining Entities, and their heirs, successors and assignees, and shall continue in effect until the release of this Covenant and Agreement by the County of Los Angeles, in its sole discretion.

Developer(s):

By:_____ Date:_____Division & Department:_____

Maintaining Entity:

By:_____ Date:_____ Division & Department, or Company:_____

Permit No:_____

Agenda Item No.: 12.C
Mtg. Date: 06/26/2023

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

FROM: **ALAN PALERMO, PROJECT MANAGER**

THRU: **DAVID H. READY**

SUBJECT: **APPROVE CITY HALL ADA IMPROVEMENT PROJECT DESIGN AND AUTHORIZE STAFF TO ADVERTISE FOR CONSTRUCTION BIDS**

DATE: **June 26, 2023**

BACKGROUND:
In December 2019, the City released a Request For Proposal for Architectural and Engineering Design Services to prepare ADA Improvement Plans for the Rolling Hills City Hall, excluding building exterior path of travel.

At the January 27, 2020 City Council Meeting, City Council considered and approved a Professional Services Agreement with Pacific Architecture and Engineering, Inc. (PAE) to prepare Improvement Plans (ADA and Space Planning). A kick off meeting with PAE was held February 27, 2020.

At the May 26, 2020 City Council Meeting, City Council received a presentation from staff on the options developed to bring the restrooms up to date and comply with ADA and related codes.

At the July 13, 2020 City Council Meeting, City Council received a presentation from staff with additional information to the two preferred options including opinions of probable costs of construction and voted to move forward with the more economic Option 2 which kept the restrooms in the same location.

PAE submitted the 65% plans for City review on March 9, 2021. This submittal incorporated the restroom option selected at the July 13, 2020 City Council Meeting. The City had reviewed the 65% plans with comments. Before the City review comments were returned to PAE to further develop the plans to 90% design, the City Council recommended that they revisit the layout options.

At the June 28, 2021 meeting, the City Council directed staff to add measurements to option 1 layout for additional discussion at the July 12, 2021 meeting. Using the measurement shown for option 1 in the City Hall lobby area, staff also taped the floor of the lobby to locate the

proposed public counter.

At the July 12, 2021 meeting, the City Council delayed the item to the July 26, 2021 meeting.

At the September 13, 2021 meeting, staff recommended the inclusion of accordion doors along with the possibility of expanding the lobby area by moving the glass partition wall out. Additional suggestions were made to use French doors and remove an existing interior wall behind the display case to expand the lobby area of City Hall to accommodate the number of residents that attend the annual holiday house event. The City Council directed staff to bring back City Hall ADA Improvements project at a future City Council meeting so that the City Council could provide direction to staff on the next steps.

At the October 25, 2021 meeting, staff presented a third option prepared by staff for consideration. Option 3 took into consideration the City Council's feedback from the September 13, 2021 meeting. Option 3, proposed by staff, includes pushing the existing line of wall at the front door to the City Hall, moving one of the three All Gender restrooms to the newly expanded space and enclosing the hallway to the Council Chambers to allow for a meeting room. The City Council favored Option 3 but decided to hold off on giving staff direction on the next steps until the City Council has an opportunity to consider all the capital improvement projects at the 2022 Strategic Planning Workshop.

At the April 25, 2022 meeting, City Council provided direction to staff to proceed with the City Hall ADA Improvement Project Option 3 and approved a contract amendment with PAE in the amount of $96,485 to complete the construction documents (fee includes bid support and construction administration).

Schematic Design Plans were submitted to the City in August 2022 for confirmation of the layout and PAE proceeded with construction documents. 100% Plan Check Set documents were submitted to Los Angeles County on April 19, 2023 and comments were received on May 10, 2023. Comments were addressed and the second submittal was made on May 31, 2023. Staff anticipates that the City Hall ADA Improvement Project will be ready to advertise for construction bids in July 2023.

A complete set of the improvement plans is available at City Hall for review.

DISCUSSION:
The City submitted an application to California Joint Powers Insurance Authority (CJPIA) in 2021 for a loan to fund the costs of the City Hall ADA Improvement project was approved for a loan in the amount of $300,000. Staff reached out to CJPIA to apply for additional funding (loan) from CJPIA in September 2022 and was informed the program was on hold until 2023.

Staff has reached out to CJPIA in 2023 to confirm if the program has restarted and if the City can proceed with an application for additional loans for the City Hall ADA Improvement Project and awaits a response from CJPIA. CJPIA informed the City they have not restarted the program for 2023, however, there may be an opportunity to amend the existing proposal to request a larger loan amount. Staff has engaged in discussion with CJPIA to confirm the previous application can be amended and if there are any limits to the amount that can be requested.

The estimated probable cost of construction for the City Hall ADA Improvement Project was

updated April 6, 2023 based on the 100% Plan Check set and is $1,472,500. This estimate is attached.

FISCAL IMPACT:
In anticipation of the upcoming budget planning for Fiscal Year 2023-2024, if the City Council should direct staff to pursue a loan through CJPIA for the entire estimated amount of construction cost for the project ($1,472,500) the proposed budget would be built accordingly. If the City Council decides not to pursue the CJPIA loan, staff would recommend using the General Fund Reserve to fund the construction of the City Hall ADA Improvement project.

RECOMMENDATION:
Approve as presented

ATTACHMENTS:
20230410_RH_PC_cost estimate.pdf

ROLLING HILLS CITY HALL RENOVATIONS
2 PORTUGUESE BEND ROAD
ROLLING HILLS, CALIFORNIA 90274

Plan Check Set

April 6, 2023

PREPARED BY

FOR

PACIFIC ARCHITECTURE & ENGINEERING, INC.
SANTA MONICA, CA

Rev 0

PACIFIC ARCH & ENG, INC.
1137 SECOND STREET, SUITE 214
SANTA MONICA, CA 90403

0FFICE: 310-424-9658

DATE: 04/06/23

REV: 0

PROJECT: **ROLLING HILLS CITY HALL RENOVATIONS**
2 PORTUGUESE BEND ROAD
ROLLING HILLS, CALIFORNIA 90274

OWNER: **CITY OF ROLLING HILLS**

CLIENT: **CITY OF ROLLING HILLS**

DESIGN TEAM: **PACIFIC ARCHITECTURE & ENGINEERING. INC.**

ARCHITECTURAL
STRUCTURAL
PLUMB/MECH
ELECTRICAL
CIVIL

ESTIMATING TEAM:

ARCH/STRUCT:
PLUMB/MECH:
ELECTRICAL:
CIVIL:
CHECKED BY:

ESTIMATE LEVEL: Plan Check Set

ESTIMATE TYPE: OPINION OF COST

PLAN DATE: 2023-04-01, 35 PAGES

SPEC DATE: NONE

PROJECT TYPE: ADA & NON-ADA UPGRADES

PROJECT SCOPE:

THE CITY OF ROLLING HILLS IS MODERNIZING THEIR CITY HALL BUILDING WITH RENOVATIONS, SITE WORK MODIFICATIONS, INTERIOR FINISH REFURBISHMENT AND ADA UPGRADES IN THE RESTROOMS. THE PROJECT IS EXPECTED TO BEGIN IN THE 2ND QUARTER OF 2024 AND WILL LAST F0R ABOUT 4 MONTHS.

ESTIMATE BASIS:

THIS COST ESTIMATE IS DEFINED AS AN "OPINION OF COST" MEANING THAT THE COSTS REFLECTED IN THE ESTIMATE ARE THE CONSIDERED OPINION OF THE ESTIMATOR BASED ON THE CURRENT COSTS OF MATERIAL AND LABOR, UPON INFORMATION AVAILABLE IN PUBLISHED REFERENCE SOURCES, HISTORICAL COST DATA, CLIENT OR VENDOR PROVIDED COST DATA AND THE PERSONAL EXPERIENCE OF THE ESTIMATOR. THE FINAL COST OF THE PROJECT MAY VARY FROM THE ESTIMATOR'S "OPINION OF COST" BASED ON FACTORS BEYOND THE CONTROL OF THE ESTIMATOR SUCH AS, BUT NOT LIMITED TO, THE NUMBER OF GENERAL CONTRACTORS AND/OR SUBCONTRACTORS PARTICIPATING IN THE BID PROCESS; SUDDEN CHANGES IN NATIONAL AND LOCAL MARKET CONDITIONS; THE NATIONAL AND LOCAL ECONOMY; AND DECISIONS MADE BY THE CLIENT.

PACIFIC ARCH & ENG, INC.
1137 SECOND STREET, SUITE 214
SANTA MONICA, CA 90403

0FFICE: 310-424-9658

DATE: 04/06/23
REV: 0

COMPETITIVE BIDDING:

THE PRICES IN THIS ESTIMATE ARE BASED ON COMPETITIVE BIDDING. COMPETITIVE BIDDING IS RECEIVING RESPONSIVE BIDS FROM AT LEAST FIVE OR MORE GENERAL CONTRACTORS AND THREE OR MORE RESPONSIVE BIDS FROM MAJOR SUBCONTRACTORS OR TRADES. MAJOR SUBCONTRACTORS ARE CONCRETE, MASONRY, STRUCTURAL STEEL, FRAMING, ROOFING, MECHANICAL, PLUMBING AND ELECTRICAL SUBCONTRACTORS AND ANY OTHER MAJOR COMPONENTS OF THE PROJECT.

WITHOUT COMPETITIVE BIDDING, CONTRACTOR BIDS CAN AND HAVE RANGED FROM 25% TO 100% AND MORE OVER THE PRICES IN THIS ESTIMATE, DEPENDING ON THE SIZE OF THE JOB. WITH COMPETITIVE BIDDING, CONTRACTOR BIDS CAN RANGE AS LOW AS 25% BELOW THE PRICES IN THIS ESTIMATE BASED ON CURRENT MARKET CONDITIONS.

ESCALATION:

ESCALATION IS BASED ON **8.0%** PER YEAR AND CARRIED FROM THE ESTIMATE DATE TO THE MID-POINT OF CONSTRUCTION. ONE MAJOR FACTOR IN ESCALATION IS INFLATION AND WE MAY BE IN A TIME PERIOD WITH THE POTENTIAL FOR EXTREME INFLATIONARY PRESSURES. THERE ARE TOO MANY VARIABLES TO DETERMINE HOW ESCALATION WILL IMPACT ANY SPECIFIC PROJECT. THERE MAY ONLY BE NEGLIGIBLE IMPACT OR IT MAY BE GREATER THAN ANTICIPATED.

ESCALATION CALCS:

ESCALATION (17 MONTHS TO MPC AT 8% P/A)

ESCALATION PER YEAR:	**8.0%**			
ESTIMATE DATE:	**04/06/23**			
START DATE:	**06/01/24**	CONST. LEN:	**4.0**	MONTHS
FINISH DATE:	**10/01/24**	MID-POINT:	**17.0**	MONTHS

OTHER COST IMPACTS:

OTHER COST IMPACTS WITH NEGATIVE EFFECT THAT MAY POSSIBLY OCCUR AT BID TIME OR DURING CONSTRUCTION CAN INCLUDE CONTRACTOR & SUBCONTRACTOR AVAILIBITY, MATERIAL SUPPLY CHAIN SHORTAGES, LABOR SHORTAGES, THE WEATHER, VANDALISM AND UNFORESEEN OR HIDDEN EXISTING CONDITIONS.

WAGE RATES:

THIS OPINION OF COST IS BASED ON MARKET WAGE-RATES & CONDITIONS AND CURRENTLY APPLICABLE PREVAILING WAGES IN LOS ANGELES COUNTY.

WORK SCOPE CHANGES:

THE USER IS CAUTIONED THAT SIGNIFICANT CHANGES IN THE SCOPE OF THE PROJECT, OR ALTERATIONS TO THE PROJECT DOCUMENTS AFTER COMPLETION OF THIS OPINION OF COST ESTIMATE CAN CAUSE MAJOR COST CHANGES. IN THIS CIRCUMSTANCE, DESIGN TEAM SHOULD BE NOTIFIED AND AN APPROPRIATE ADJUSTMENT MADE TO THIS OPINION OF COST ESTIMATE.

PHASES: NONE

PRORATES:	
GENERAL CONDITIONS:	**25.0%**
CONST. CONTINGENCY:	**15.0%**
DESIGN CONTINGENCY:	**10.0%**
ESCALATION:	**11.4%**
BONDS:	**3.0%**
INSURANCE:	**1.0%**
OVERHEAD & PROFIT:	**20.0%**

AREA SF:	GSF
NON-ADA AREAS	**2,892**
ADA AREAS	**192**
TOTAL BUILDING AREA	**3,084**

PACIFIC ARCH & ENG, INC.
1137 SECOND STREET, SUITE 214
SANTA MONICA, CA 90403

0FFICE: 310-424-9658

DATE: 04/06/23

REV: 0

SUPPLIER PROVIDED QUOTES & OTHER CONTACTS:

NONE

GENERAL EXCLUSIONS (UNLESS OTHERWISE NOTED):

1. ARCHITECTURAL FEES, ENGINEERING FEES & OTHER SOFT COSTS.
2. THE COST OF LAND & EASEMENT ACQUISITION.
3. ASSESSMENTS, TAXES, FINANCE, LEGAL & DEVELOPMENT CHARGES.
4. COMPRESSION OF SCHEDULE & PREMIUM OR SHIFT WORK.
5. RESTRICTIONS ON THE CONTRACTOR'S WORKING HOURS.
6. BUILDER'S RISK, PROJECT WRAP-UP & OTHER OWNER PROVIDED INSURANCE PROGRAMS.
7. SUSTAINABLE DESIGN & LEED REQUIREMENTS.
8. HAZARDOUS MATERIAL HANDLING, DISPOSAL & ABATEMENT.
9. ENVIRONMENTAL IMPACT MITIGATION.
10. OWNER SUPPLIED & INSTALLED FURNITURE, FIXTURES & EQUIPMENT.
11. LOOSE FURNITURE & EQUIPMENT EXCEPT AS SPECIFICALLY IDENTIFIED.

PROJECT:	**ROLLING HILLS CITY HALL RENOVATIONS**		**0**
LOCATION:	**ROLLING HILLS, CALIFORNIA 90274**	PREPARED BY:	**RHW**
CLIENT:	**CITY OF ROLLING HILLS**	CHECKED BY:	**JFH**
DESCRIPTION:	**RENOVATIONS & ADA UPGRADES**	ESTIMATE DATE:	**04/06/23**
		REV:	**0**

Plan Check Set

TAB	DESCRIPTION	ADJ SF	UNIT	COST	TOTAL
	PROJECT SUMMARY				
	BASE BID	**3,084**	**SF**	**$477.46**	**$ 1,472,500**

SPECULATIVE BID RANGE FORECAST
BASED ON CURRENT MARKET CONDITIONS
AND GENERAL CONTRACTOR BIDDER PARTICIPATION LEVELS

	%	BASE	
1 - 2 GC BIDDERS	**100%**	**$ 2,945,000**	
2 - 3 GC BIDDERS	**75%**	**$ 2,576,900**	
3 - 4 GC BIDDERS	**50%**	**$ 2,208,800**	
4 - 5 GC BIDDERS	**25%**	**$ 1,840,700**	
5 - 6 GC BIDDERS	**0%**	**$ 1,472,500**	
6 - 7 GC BIDDERS	**-5%**	**$ 1,398,900**	
7 - 8 GC BIDDERS	**-10%**	**$ 1,325,300**	
8 - 9 GC BIDDERS	**-15%**	**$ 1,251,700**	
10 + GC BIDDERS	**-20%**	**$ 1,178,000**	

NOTE: THE BASIC CONCEPT IS THAT HISTORICALLY WITH FEWER GC BIDDERS PRICES WILL GENERALLY RISE AND WITH MORE GC BIDDERS PRICES WILL GENERALLY FALL.

PROJECT:	**ROLLING HILLS CITY HALL RENOVATIONS**		**0**
LOCATION:	**ROLLING HILLS, CALIFORNIA 90274**	PREPARED BY:	**RHW**
CLIENT:	**CITY OF ROLLING HILLS**	CHECKED BY:	**JFH**
DESCRIPTION:	**RENOVATIONS & ADA UPGRADES**	ESTIMATE DATE:	**04/06/23**
		ADJUSTED GSF:	**3,084**

REV 0

Plan Check Set

DIV #	DESCRIPTION	QUANTITY	UNIT	COST	TOTAL
	BASE BID				
1.10	GENERAL CONDITIONS INCLUDED IN PRORATES			-	**NONE**
2.10	SITEWORK		9.5%	22.60	**69,700**
2.20	DEMOLITION		4.9%	11.61	**35,800**
3.10	CONCRETE		12.1%	28.79	**88,800**
6.10	CARPENTRY		15.9%	37.97	**117,100**
8.10	DOORS & WINDOWS		11.9%	28.47	**87,800**
9.10	FINISHES		13.1%	31.13	**96,000**
9.50	TILE		8.7%	20.82	**64,200**
10.10	SPECIALTIES		1.5%	3.50	**10,800**
11.10	APPLIANCES		0.2%	0.49	**1,500**
12.10	FURNISHINGS		0.8%	1.95	**6,000**
21.10	FIRE PROTECTION		0.8%	2.01	**6,200**
22.10	PLUMBING		8.6%	20.53	**63,300**
23.10	HVAC		3.7%	8.72	**26,900**
26.10	ELECTRICAL		8.4%	19.94	**61,500**
	TOTAL DIRECT COST			**$238.52**	**$ 735,600**
	PRORATES				
	GENERAL CONDITIONS	**25.0%**			**183,900**
	CONSTRUCTION CONTINGENCY	**15.0%**			**110,400**
	DESIGN CONTINGENCY	**10.0%**			**73,600**
	ESCALATION	**11.4%**			**83,900**
	SUBTOTAL			**$385.02**	**$ 1,187,400**
	CONTRACTOR BURDENS				
	BONDS	**3.0%**			**35,700**
	INSURANCE	**1.0%**			**11,900**
	OVERHEAD & PROFIT	**20.0%**			**237,500**
	BASE BID - TOTAL PROJECT COSTS			**$477.46**	**$ 1,472,500**

PROJECT:	**ROLLING HILLS CITY HALL RENOVATIONS**		**0**
LOCATION:	**ROLLING HILLS, CALIFORNIA 90274**	PREPARED BY:	**RHW**
CLIENT:	**CITY OF ROLLING HILLS**	CHECKED BY:	**JFH**
DESCRIPTION:	**RENOVATIONS & ADA UPGRADES**	ESTIMATE DATE:	**04/06/23**
		ADJUSTED GSF:	**3,084**

REV 0

Plan Check Set

DIV #	DESCRIPTION	QUANTITY	UNIT	COST	TOTAL
1.10	**GENERAL CONDITIONS**				
	See Prorates Above.			0.00	-
					-
	SUBTOTAL 1.10	**$0.00**	**SF**		**NONE**
2.10	**SITEWORK**				
	Rough & Fine Grading (Allowance)	1	LS	2,500.00	**2,500**
	New Asphalt Paving	710	SF	15.00	**10,700**
	New Sewer Line, PVC, 4"	250	LF	150.00	**37,500**
	New Water Line, Copper Type K, 1"	80	LF	50.00	**4,000**
	Restore Landscaping & Irrigation (Allowance)	1	LS	15,000.00	**15,000**
					-
	SUBTOTAL 2.10	**$22.60**	**SF**		**69,700**
2.20	**DEMOLITION**				
	Mass Demolition Areas (Per SF Allowance)	250	SF	20.00	**5,000**
	Demo (e) Asphalt Paving	710	SF	2.50	**1,800**
	Demo (e) Brick Paving	320	SF	2.50	**800**
	Demo (e) Cabinets	38	LF	35.00	**1,300**
	Demo (e) Conc. For New Arch Vault Door Opening	1	LS	3,500.00	**3,500**
	Demo (e) Flooring Only (Per SF Allowance)	2,976	SF	2.50	**7,400**
	Demo (e) Landscaping	330	SF	2.50	**800**
	Demo (e) Power & Data Trench, 18"w	41	LF	50.00	**2,100**
	Demo (e) Restroom Floor Concrete	192	SF	10.00	**1,900**
	Haul & Disposal Fees (Allowance)	1	LS	6,200.00	**6,200**
	Sawcutting (Allowance)	1	LS	5,000.00	**5,000**
					-
	SUBTOTAL 2.20	**$11.61**	**SF**		**35,800**

PROJECT:	**ROLLING HILLS CITY HALL RENOVATIONS**		**0**
LOCATION:	**ROLLING HILLS, CALIFORNIA 90274**	PREPARED BY:	**RHW**
CLIENT:	**CITY OF ROLLING HILLS**	CHECKED BY:	**JFH**
DESCRIPTION:	**RENOVATIONS & ADA UPGRADES**	ESTIMATE DATE:	**04/06/23**
		ADJUSTED GSF:	**3,084**

REV 0

Plan Check Set

DIV #	DESCRIPTION	QUANTITY	UNIT	COST	TOTAL
3.10	**CONCRETE**				
	New Restroom Sloping Concrete & Substrate	192	SF	35.00	**6,700**
	Float & Level Previous Restroom Floor	114	SF	10.00	**1,100**
	Concrete Curb, Restrooms, 6"	90	LF	65.00	**5,900**
	Power & Data Trench, 18"w	41	LF	225.00	**9,200**
	Entry Porch Columns, Concrete Footings	3	CY	1,500.00	**4,500**
	Concrete Entry Walk, 4"	440	SF	25.00	**11,000**
	Concrete Vault Fill-In, 10" Thk	1	LS	5,000.00	**5,000**
	Truncated Domes	14	SF	30.00	**400**
	Misc. Concrete Work (Allowance)	1	LS	10,000.00	**10,000**
	Special Structural Inspections (Allowance)	1	LS	35,000.00	**35,000**
					-
	SUBTOTAL 3.10	**$28.79**	**SF**		**88,800**
6.10	**CARPENTRY**				
	Rough Carpentry				
	Wood Framed Int. Walls, 2x4 x 32 lf	330	SF	30.00	**9,900**
	Wood Framed Int. Walls, 2x6 x 24 lf	220	SF	35.00	**7,700**
	Wood Framed Int. Furr Walls, 2x4 x 8 lf	80	SF	30.00	**2,400**
	Wood Framed Ext. Walls, 2x4 x 10 lf	90	SF	30.00	**2,700**
	Wood Framed Ext. Walls, 2x8 x 22 lf	200	SF	40.00	**8,000**
	Wood Framed Restroom Ceilings, 2x6	192	SF	40.00	**7,700**
	Temporary Shoring at Header Beams (Allowance)	1	LS	1,000.00	**1,000**
	New Front Entry Wood Header Beams, 6x12	21	LF	250.00	**5,300**
	New Front Entry Wood Columns, 6x6	4	EA	1,250.00	**5,000**
	New Wall Wood Column, 4x6	1	EA	950.00	**1,000**
	New Shear Ply Wall, 5/8"	160	SF	15.00	**2,400**
	New Hold Downs, HDU5	2	EA	150.00	**300**
	Reframe (e) Door Openings	14	EA	500.00	**7,000**
	Misc. Rough Carpentry (Per SF Allowance)	3,084	SF	5.00	**15,400**

PROJECT:	**ROLLING HILLS CITY HALL RENOVATIONS**		**0**
LOCATION:	**ROLLING HILLS, CALIFORNIA 90274**	PREPARED BY:	**RHW**
CLIENT:	**CITY OF ROLLING HILLS**	CHECKED BY:	**JFH**
DESCRIPTION:	**RENOVATIONS & ADA UPGRADES**	ESTIMATE DATE:	**04/06/23**
		ADJUSTED GSF:	**3,084**

REV 0

Plan Check Set

DIV #	DESCRIPTION	QUANTITY	UNIT	COST	TOTAL
	Finish Carpentry				
	Base Cabs, Kitchen	11	LF	650.00	**7,200**
	Wall Cabs, Kitchen	9	LF	450.00	**4,100**
	Kitchen Countertops w/ Backsplash	11	LF	250.00	**2,800**
	Base Cabs, Workroom	10	LF	650.00	**6,500**
	Wall Cabs, Workroom	10	LF	450.00	**4,500**
	Workroom Countertops w/ Backsplash	10	LF	250.00	**2,500**
	Lobby Reception Desk	10	LF	750.00	**7,500**
	Misc. Finish Carpentry (Per SF Allowance)	3,084	SF	2.00	**6,200**
					-
	SUBTOTAL 6.10	**$37.97**	**SF**		**117,100**
8.10	**DOORS & WINDOWS**				
	Doors, Frames & Std Hardware				
	New Int. Doors, SC Wood, 3'x7'	12	EA	3,250.00	**39,000**
	New Ext. Doors, Storefront, 6'x7'	3	PR	6,500.00	**19,500**
	New Ext. Doors, Hollow Metal, 3'x7'	1	EA	3,250.00	**3,300**
	Reinstall Salvaged Doors	1	EA	1,000.00	**1,000**
	Includes Frames & Standard Hardware				
	Additional Hardware				
	Panic Hardware	8	EA	1,500.00	**12,000**
	Self Closers	14	EA	750.00	**10,500**
	Windows, Interior				
	Windows, Fixed, 12"x30"	2	EA	1,250.00	**2,500**
					-
	SUBTOTAL 8.10	**$28.47**	**SF**		**87,800**
9.10	**FINISHES**				
	Wall Finishes				
	Stucco, Exterior, 3 Coats (Allowance)	1	LS	10,000.00	**10,000**
	Gypboard, Walls, Type X, 5/8"	2,461	SF	7.50	**18,500**
	Insulation/Sound Batts	600	SF	2.50	**1,500**
	Misc. Patch & Repair (Per SF Allowance)	3,084	SF	2.50	**7,700**
	Flooring				
	Carpet Tiles	2,275	SF	15.00	**34,100**
	Vinyl Comp Tile	212	SF	15.00	**3,200**
	Vinyl Base, 4"	660	LF	7.50	**5,000**
	Transition Strip	11	LF	10.00	**100**

PROJECT:	**ROLLING HILLS CITY HALL RENOVATIONS**		**0**
LOCATION:	**ROLLING HILLS, CALIFORNIA 90274**	PREPARED BY:	**RHW**
CLIENT:	**CITY OF ROLLING HILLS**	CHECKED BY:	**JFH**
DESCRIPTION:	**RENOVATIONS & ADA UPGRADES**	ESTIMATE DATE:	**04/06/23**
		ADJUSTED GSF:	**3,084**

REV 0

Plan Check Set

DIV #	DESCRIPTION	QUANTITY	UNIT	COST	TOTAL
	Ceilings				
	Gypboard, Ceilings, Type X, 5/8"	192	SF	7.50	**1,400**
	Painting				
	Painting, Walls, 3 Coats	1,750	SF	2.50	**4,400**
	Painting, Ceilings, 3 Coats	192	SF	2.50	**500**
	Paint/Stain Doors	25	EA	200.00	**5,000**
	Misc. Additional Painting (Per SF Allowance)	3,084	SF	1.50	**4,600**
					-
	SUBTOTAL 9.10	**$31.13**	**SF**		**96,000**
9.50	**TILE**				
	Restrooms				
	Ceramic Tile, Floor	184	SF	40.00	**7,400**
	Ceramic Tile, Wall, 8'2"	720	SF	50.00	**36,000**
	Lobby				
	Ceramic Tile, Floor	430	SF	40.00	**17,200**
	Ceramic Tile, Base	72	LF	50.00	**3,600**
					-
	SUBTOTAL 9.50	**$20.82**	**SF**		**64,200**
10.10	**SPECIALTIES**				
	Toilet Partitions & Accessories				
	Coat Hooks	3	EA	100.00	**300**
	Grab Bar Sets, Drinking Fountain	1	EA	450.00	**500**
	Grab Bar Sets, Toilet	3	EA	450.00	**1,400**
	Mirrors	3	EA	200.00	**600**
	Paper Towel Dispenser & Waste Combo	3	EA	950.00	**2,900**
	Seat Cover Dispensers	3	EA	100.00	**300**
	Soap Dispensers	3	EA	100.00	**300**
	Toilet Paper Dispensers	3	EA	100.00	**300**
	General Building Specialties				
	Corner Guards	3	EA	100.00	**300**
	Markerboards, 6'x4'	1	EA	600.00	**600**
	TV Wall Mounting Bracket	1	EA	750.00	**800**
	Misc. General Building Specialties (Allowance)	1	LS	2,500.00	**2,500**
					-
	SUBTOTAL 10.10	**$3.50**	**SF**		**10,800**

PROJECT:	**ROLLING HILLS CITY HALL RENOVATIONS**		**0**
LOCATION:	**ROLLING HILLS, CALIFORNIA 90274**	PREPARED BY:	**RHW**
CLIENT:	**CITY OF ROLLING HILLS**	CHECKED BY:	**JFH**
DESCRIPTION:	**RENOVATIONS & ADA UPGRADES**	ESTIMATE DATE:	**04/06/23**
		ADJUSTED GSF:	**3,084**

REV 0

Plan Check Set

DIV #	DESCRIPTION	QUANTITY	UNIT	COST	TOTAL
11.10	**APPLIANCES**				
	Refrigerator, Under Counter	1	EA	1,500.00	**1,500**
					-
	SUBTOTAL 11.10	**$0.49**	**SF**		**1,500**
12.10	**FURNISHINGS**				
	Reception Office Cubicles	3	EA	2,000.00	**6,000**
					-
	SUBTOTAL 12.10	**$1.95**	**SF**		**6,000**
21.10	**FIRE PROTECTION**				
	Adjust Sprinkler Heads (Per SF Allowance)	3,084	SF	2.00	**6,200**
					-
	SUBTOTAL 21.10	**$2.01**	**SF**		**6,200**
22.10	**PLUMBING**				
	Toilets	3	EA	3,000.00	**9,000**
	Urinals	1	EA	1,750.00	**1,800**
	Lavatories	3	EA	1,250.00	**3,800**
	Kitchen Sink	1	EA	1,250.00	**1,300**
	Drinking Fountain w/ Water Bottle Filler	1	EA	1,750.00	**1,800**
	Plumbing Rough-Ins	9	EA	3,750.00	**33,800**
	Sterilization & Testing	1	LS	1,500.00	**500**
	Floor Drains	3	EA	1,200.00	**3,600**
	Misc. Plumbing Work (Per SF Allowance)	3,084	SF	2.50	**7,700**
					-
	SUBTOTAL 22.10	**$20.53**	**SF**		**63,300**

PROJECT:	**ROLLING HILLS CITY HALL RENOVATIONS**		**0**
LOCATION:	**ROLLING HILLS, CALIFORNIA 90274**	PREPARED BY:	**RHW**
CLIENT:	**CITY OF ROLLING HILLS**	CHECKED BY:	**JFH**
DESCRIPTION:	**RENOVATIONS & ADA UPGRADES**	ESTIMATE DATE:	**04/06/23**
		ADJUSTED GSF:	**3,084**

REV 0

Plan Check Set

DIV #	DESCRIPTION	QUANTITY	UNIT	COST	TOTAL
23.10	**HVAC**				
	Exhaust Fans, 100 CFM	2	EA	1,500.00	**3,000**
	Exhaust Fans, 50 CFM	2	EA	1,000.00	**2,000**
	Registers, CFM 180	1	EA	600.00	**600**
	Registers, CFM 80	1	EA	500.00	**500**
	Registers, CFM 60	1	EA	400.00	**400**
	Registers, CFM 40	2	EA	300.00	**600**
	Spiral Duct, 8" d. Return Air	40	LF	65.00	**2,600**
	Spiral Duct, 6" d. Return Air	20	LF	45.00	**900**
	Spiral Duct, 6" d. Exhaust Fans	24	LF	25.00	**600**
	Door Louver, 12"x18"	1	EA	300.00	**300**
	Misc. HVAC Work (Per SF Allowance)	3,084	SF	5.00	**15,400**
					-
	SUBTOTAL 23.10	**$8.72**	**SF**		**26,900**
26.10	**ELECTRICAL**				
	LIGHTING				
	Type A - Linear Light, LED, Bartco	4	EA	450.00	**1,800**
	Type B - Bathroom Vanity Light, LED, Air LED	3	EA	400.00	**1,200**
	Type C - Troffer Light, 2x4, LED, Lithonia	4	EA	450.00	**1,800**
	Type D - High Ceiling Downlight, LED, Focal Point	10	EA	350.00	**3,500**
	Emergency Lights (Add)	11	EA	100.00	**1,100**
	Occupancy Sensors	8	EA	350.00	**2,800**
	Switches, Single Pole	3	EA	300.00	**900**
	Switches, 3 Way	6	EA	350.00	**2,100**
	Conduit & Wire	950	LF	7.50	**7,100**
	POWER				
	Duplex Outlets	4	EA	250.00	**1,000**
	Duplex Outlets, GFI	4	EA	350.00	**1,400**
	Quadplex Outlets	2	EA	450.00	**900**
	J-Boxes	3	EA	200.00	**600**
	Mechanical Connections	3	EA	300.00	**900**
	New Service Panel "U"	1	EA	10,000.00	**10,000**
	Relocate (e) Panel "V"	1	EA	3,500.00	**3,500**
	Relocate (e) Telephone Back Panel	1	EA	2,500.00	**2,500**
	Conduit & Wire	400	LF	7.50	**3,000**
	Misc. Electrical Work (Per SF Allowance)	3,084	SF	5.00	**15,400**
					-
	SUBTOTAL 26.10	**$19.94**	**SF**		**61,500**

Agenda Item No.: 13.A
Mtg. Date: 06/26/2023

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

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

THRU: **DAVID H. READY**

SUBJECT: **INTRODUCTION AND FIRST READING OF ORDINANCE NO. 383, AMENDING CHAPTER 15.20 (FIRE CODE) OF TITLE 15 (BUILDINGS AND CONSTRUCTION) OF THE ROLLING HILLS MUNICIPAL CODE AND FINDING THE ORDINANCE IS EXEMPT FROM CEQA**

DATE: **June 26, 2023**

BACKGROUND:
Every three years, the California Building Standards Commission, together with other state agencies (e.g., the Department of Housing and Community Development), updates the state's building standards by adopting a new edition of the California Building Standards Code ("CBSC"). The CBSC consists of multiple building codes codified in Title 24 of the California Code of Regulations (these include the state Fire Code, Title 24, Part 9). Effective January 1, 2023, these building standards apply to all building occupancies throughout the state, whether or not they are adopted by a local jurisdiction. Cities and counties, however, will typically pass ordinances adopting the CBSC by reference for the purpose of amending the state standards in accordance with local conditions and to adopt administrative provisions (e.g., fees, remedies for code violations, etc.).

Local amendments must be specific to each edition of the CBSC. State law also provides that cities and counties may adopt amendments to the state building standards only if the local governing body (i.e., the City Council) finds that such modifications or changes are reasonably necessary because of local climatic, geological or topographical conditions, and if the local amendments are at least as restrictive as the state standards. (Administrative provisions that do not establish building standards may be enacted without necessity findings.)

Traditionally, the City of Rolling Hills has adopted the CBSC as adopted and amended by Los Angeles County. On January 31, 2023, the County Board of Supervisors adopted the new county Fire Code with local amendments, which came into effect on March 2, 2023. Attached to this report is a letter from the Los Angeles County Fire Department summarizing the adoption of the County ordinance.

DISCUSSION:

Ordinance No. 383 largely functions to adopt the current edition of the Fire Code, as amended by the Los Angeles County Code.

Under State law, only those building standards that are effective at the local level at the time an application for a building permit is submitted apply to the plans and the construction performed under that building permit.

As the City's local modifications are necessitated by the area's topographic, geologic and climatic conditions, allowing structures to be built absent the requirements of these tailored building standards presents a risk to the public health, safety, and welfare. (Specifically, the City is located in a Very High Fire Hazard Severity Zone characterized by hot, dry summers and heavy winter rains which result in expansive soil conditions. The area's topography is also marked by geological instability, all of which conditions are addressed through the regional and local amendments to the CBSC.)

The City Council previously adopted Ordinance No. 382 on January 9, 2023, which noted in part that the statewide Fire Code was to take effect in the City without modification. The proposed Ordinance No. 383 further amends Rolling Hills Municipal Code (RHMC) Chapter 15.20 (Fire Code) to reflect that the Los Angeles County Board of Supervisors has since amended its version of Title 32, Fire Code.

ENVIRONMENTAL REVIEW:

This ordinance is not a project within the meaning of Section 15378 of the California Environmental Quality Act ("CEQA") Guidelines because it has no potential for resulting in physical change to the environment. Most of the terms of the building standards in the proposed Ordinance are dictated by the California Buildings Standards Code and county amendments to the state standards only make those modifications necessary for local regional conditions which are at least as protective of the environment as the state codes. City-specific amendments are limited to creating administrative processes for local enforcement of the state building standards. Alternatively, even if the ordinance is a project within the meaning of CEQA, its adoption is exempt from CEQA under the general rule that CEQA only applies to projects that may cause significant adverse effects on the environment. Pursuant to CEQA Guideline section 15061(b)(3), as this ordinance is largely administrative in nature, there is no possibility that the City's action would adversely affect the environment in any manner that could be significant.

FISCAL IMPACT:
Building plan check and permit fees are paid to compensate the City for expenditures associated with these activities. As the changes in the Codes are minor, the fees collected will continue to match the expenditures, and there will be no net fiscal impact to the City.

RECOMMENDATION:
- Introduce for first reading by title only Ordinance No.383 regarding the Fire Code; and
- Schedule a public hearing for adoption of the Ordinance for a later date; and
- Direct staff to publish notice of such hearing pursuant to Government Code section 6066.

ATTACHMENTS:
383_FireCodeOrdinance_D.pdf
CL_AGN_230626_CC_RedlineVersion_Chapter15.20.pdf

CL_AGN_230626_CC_LACounty_FireCodeTitle32Letter_051123.pdf
CL_AGN_230626_CC_GuidanceSuggestedModelOrdinance_LACFireCode2023Edition_04272

ORDINANCE NO. 383

AN ORDINANCE OF THE CITY OF ROLLING HILLS, CALIFORNIA, ADOPTING BY REFERENCE TITLE 32, FIRE CODE, OF THE LOS ANGELES COUNTY CODE, INCORPORATING THE CALIFORNIA FIRE CODE, 2022 EDITION, WITH CERTAIN CHANGES AND AMENDMENTS; AMENDING CHAPTER 15.20 OF THE ROLLING HILLS MUNICIPAL CODE; AND FINDING THE ACTION EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

WHEREAS, in July 2022, the California Building Standards Commission adopted the 2022 Edition of the California Building Standards Code ("CBSC"), effective January 1, 2023, and codified in Title 24 of the California Code of Regulations ("CCR").

WHEREAS, the CBSC consists of building standards that regulate the erection, construction, enlargement, alteration, repair, moving, removal, demolition, conversion, occupancy, equipment, use, height, area, electrical systems, plumbing, mechanical systems, and maintenance of all buildings in the state and includes the California Fire Code (CCR, Title 24, Part 9).

WHEREAS, on January 31, 2023, the Los Angeles County Board of Supervisors adopted Ordinance No. 2023-0008, amending Title 32 of the Los Angeles County Code by repealing and replacing it with the 2022 Edition of the California Fire Code and making certain local changes and amendments thereto.

WHEREAS, pursuant to California Government Code Section 50022.2, the City of Rolling Hills ("City") may adopt the 2022 Edition of the California Fire Code by reference.

WHEREAS, pursuant to sections 17958.7 and 18941.5 of the California Health & Safety Code, the City may adopt local amendments to the California Fire Code determined by the City Council to be reasonably necessary because of local climatic, geological, or topographical conditions.

WHEREAS, the City desires to adopt Title 32 of the Los Angeles County Code and the 2022 Edition of the California Fire Code without further local amendments.

THE CITY COUNCIL OF THE CITY OF ROLLING HILLS DOES ORDAIN AS FOLLOWS:

Section 1. Recitals. The City Council hereby finds and determines that the Recitals above are true and correct and are incorporated herein.

Section 2. Chapter 15.20 (Fire Code) of Title 15 (Buildings and Construction) of the City of Rolling Hills Municipal Code is amended to read as follows:

“**Chapter 15.20 FIRE CODE**

15.20.010 Adoption of Fire Code.
15.20.020 Short title.
15.20.025 Very high fire hazard severity zone (VHFHSZ).
15.20.030 Permits.
15.20.035 Reserved.
15.20.040 Local amendments—Reserved.
15.20.050 Violations.
15.20.060 Responsibility.

15.20.010 Adoption of Fire Code.

Except as hereinafter provided in this chapter, Title 32, Fire Code, of the Los Angeles County Code, as amended and in effect on March 2, 2023, which constitutes an amended version of the California Fire Code, 2022 Edition (Part 9 of Title 24 of the California Code of Regulations), is hereby adopted by reference and made a part of this chapter as though set forth in this chapter in full. Said codes shall constitute the Fire Code of the City of Rolling Hills.

In the event of any conflict between provisions of the California Fire Code, 2022 Edition, Title 32 of the Los Angeles County Code, or any amendment to the Fire Code contained in the Rolling Hills Municipal Code, the provision contained in the latter-listed document shall control.

A copy of Title 32 of the Los Angeles County Code, along with a copy of the California Fire Code, 2022 Edition, has been deposited in the office of the City Clerk and shall be at all times while in force maintained by the Clerk for use and examination by the public.

15.20.020 Short title.

This chapter shall be known as the “Fire Code of the City of Rolling Hills” and may be cited as such.

15.20.025 Very high fire hazard severity zone (VHFHSZ).

The entire City of Rolling Hills is designated as a very high fire hazard severity zone, as prescribed by the Director of the California Department of Forestry and Fire Protection and as designated on a map titled City of Rolling Hills VHFHSZ dated July 1, 2008, and which shall be retained on file in the City Clerk’s office at the Rolling Hills City Hall.

15.20.030 Permits.

Any permit heretofore issued by the County of Los Angeles pursuant to the Fire Code of said County, for work within the territorial boundaries of the

City of Rolling Hills, shall remain in full force and effect according to its terms.

15.20.035 Reserved.

15.20.040 Local amendments—Reserved.

15.20.050 Violations.

Every person violating any provision of the Fire Code or of any permit or license granted hereunder, or any rule, regulation, or policy promulgated pursuant hereto, is guilty of a misdemeanor unless such violation is declared to be an infraction by the Fire Code. Each such violation is a separate offense for each and every day during any portion of which such violation is committed, continued, or permitted, and conviction of any such violation shall be punishable by a fine not to exceed one thousand dollars or by imprisonment in the County Jail for a period not to exceed six months, or by both such fine and imprisonment.

15.20.060 Responsibility.

Any person who personally or through another willfully, negligently, or in violation of law sets a fire, allows a fire to be set, or allows a fire kindled or attended by such person to escape from his or her control; allows any hazardous material to be handled, stored, or transported in a manner not in accordance with nationally recognized standards; allows any hazardous material to escape from his or her control; neglects to properly comply with any written notice of the Chief; or willfully or negligently allows the continuation of a violation of the Fire Code and amendments thereto is liable for the expense of fighting the fire or for the expenses incurred during a hazardous materials incident, and such expense shall be a charge against that person. Such charge shall constitute a debt of such person and is collectible by the public agency incurring such expense in the same manner as in the case of an obligation under a contract, express or implied."

Section 3. All inconsistencies between the Fire Code, as adopted by this ordinance, and Part 9 of the California Code of Regulations are changes, modifications, amendments, additions, or deletions thereto authorized by California Health and Safety Code Sections 17958 and 17958.7.

Section 4. Justifications for Local Amendments. The City Council hereby finds that the changes and modifications to the California Fire Code enacted by this ordinance are reasonably necessary because of the City's local climate, which is characterized by: hot, dry summers often resulting in drought conditions; strong Santa Ana winds often resulting in hazardous fire conditions; heavy winter rains often resulting in expansive soil conditions; the City's geological characteristics in that the area is characterized by geological instability; the City's location in Southern California; and the relatively flat topography of the City.

The City Council hereby finds that the modifications to the State Fire Code in Title 32 of the Los Angeles County Code are reasonably necessary because of the local climatic, geological, and topographical conditions within the City of Rolling Hills. Further, the modifications to the Fire Code in Title 32 of the Los Angeles County Code are administrative in nature and are necessary to allow the uniform application of the codes by procedures suited to the size and nature of the City's staff and administrative agencies by means suited to the City's experience with local climatic, geological, and topographical conditions and to provide sufficient staff support for the time-consuming inspections and analyses required by the City's fire and geological hazards.

Section 5. To the extent the provisions of this ordinance are substantially the same as previous provisions of the Rolling Hills Municipal Code, these sections shall be construed as continuations of those provisions and not as new enactments, unless otherwise required by law.

Section 6. Severability. If any section, subsection, subdivision, paragraph, sentence, clause, or phrase of this ordinance or any part hereof is for any reason held to be invalid by a court of competent jurisdiction, such invalidity shall not affect the validity of the remaining portions of this ordinance or any part thereof. The City Council of the City of Rolling Hills hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause, or phrase hereof, irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses, or phrases be declared invalid.

Section 7. California Environmental Quality Act. The City Council finds that this ordinance is not a project within the meaning of Section 15378 of the California Environmental Quality Act ("CEQA") Guidelines because it has no potential for resulting in physical change to the environment. Most of the terms of the building standards adopted herein are dictated by the California Building Standards Code and county amendments to the state standards only make those modifications necessary for local regional conditions which are at least as protective of the environment as the state codes. City-specific amendments, if any, are limited to creating administrative processes for local enforcement of the state building standards, as modified by the county. Alternatively, even if the ordinance is a project within the meaning of CEQA, its adoption is exempt from CEQA under the general rule that CEQA only applies to projects that may cause significant adverse effects on the environment. CEQA Guideline section 15061(b)(3). As this ordinance is largely administrative in nature, there is no possibility that the City's action would adversely affect the environment in any manner that could be significant.

Section 8. Filing. The City Clerk shall file a certified copy of this Ordinance with the California Building Standards Commission pursuant to section 17958.7 of the California Health and Safety Code.

Section 9. Effective Date. This Ordinance shall take effect thirty (30) days after its final passage and adoption, consistent with California Government Code section 36937.

PASSED, APPROVED and ADOPTED this __ day of _____, 2023.

_____
Patrick Wilson, Mayor

ATTEST:

_____
Christian Horvath, City Clerk

APPROVED AS TO FORM:

_____
Patrick Donegan, City Attorney

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

I, Christian Horvath, City Clerk of the City of Rolling Hills, California, do hereby certify that the foregoing Ordinance No. 383 was adopted at a regular meeting of the City Council of the City of Rolling Hills held on the ___ day of _____, 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Chapter 15.20 FIRE CODE

15.20.010 Adoption of Fire Code.
15.20.020 Short title.
15.20.025 Very high fire hazard severity zone (VHFHSZ).
15.20.030 Permits.
15.20.035 Reserved.
15.20.040 Local amendments—Reserved.
15.20.050 Violations.
15.20.060 Responsibility.

15.20.010 Adoption of Fire Code.

Except as hereinafter provided in this chapter, Title 32, Fire Code, of the Los Angeles County Code, as amended and in effect on March 2, 2023, which constitutes an amended version of the California Fire Code, 2022 Edition (Part 9 of Title 24 of the California Code of Regulations), ~~based on the International Fire Code, 2021 Edition,~~ is hereby adopted by reference and ~~may be cited as~~ made a part of this chapter as though set forth in this chapter in full. Said codes shall constitute the Fire Code of the City of Rolling Hills.

In the event of any conflict between provisions of the California Fire Code, 2022 Edition, Title 32 of the Los Angeles County Code, or any amendment to the Fire Code contained in the Rolling Hills Municipal Code, the provision contained in the ~~later~~ latter-listed document shall control.

A copy of Title 32 of the Los Angeles County Code, along with a copy of the California Fire Code, 2022 Edition, has been deposited in the office of the City Clerk and shall be at all times while in force maintained by the Clerk for use and examination by the public.

15.20.020 Short title.

This chapter shall be known as the “Fire Code of the City of Rolling Hills” and may be cited as such.

15.20.025 Very high fire hazard severity zone (VHFHSZ).

The entire City of Rolling Hills is designated as a very high fire hazard severity zone, as prescribed by the Director of the California Department of Forestry and Fire Protection and as designated on a map titled City of Rolling Hills VHFHSZ dated July 1, 2008, and which shall be retained on file in the City Clerk’s office at the Rolling Hills City Hall.

15.20.030 Permits.

Any permit heretofore issued by the County of Los Angeles pursuant to the

Fire Code of said County, for work within the territorial boundaries of the City of Rolling Hills, shall remain in full force and effect according to its terms.

15.20.035 Reserved.

15.20.040 Local amendments—Reserved.

15.20.050 Violations.

Every person violating any provision of the Fire Code or of any permit or license granted hereunder, or any rule, regulation, or policy promulgated pursuant hereto, is guilty of a misdemeanor unless such violation is declared to be an infraction by the Fire Code. Each such violation is a separate offense for each and every day during any portion of which such violation is committed, continued, or permitted, and conviction of any such violation shall be punishable by a fine not to exceed one thousand dollars or by imprisonment in the County Jail for a period not to exceed six months, or by both such fine and imprisonment.

15.20.060 Responsibility.

Any person who personally or through another willfully, negligently, or in violation of law sets a fire, allows a fire to be set, or allows a fire kindled or attended by such person to escape from his or her control~~,~~; allows any hazardous material to be handled, stored, or transported in a manner not in accordance with nationally recognized standards~~,~~; allows any hazardous material to escape from his or her control; neglects to properly comply with any written notice of the Chief~~,~~; or willfully or negligently allows the continuation of a violation of the Fire Code and amendments thereto is liable for the expense of fighting the fire or for the expenses incurred during a hazardous materials incident, and such expense shall be a charge against that person. Such charge shall constitute a debt of such person and is collectible by the public agency incurring such expense in the same manner as in the case of an obligation under a contract, express or implied.

ANTHONY C. MARRONE
FIRE CHIEF
FORESTER & FIRE WARDEN

"Proud Protectors of Life, the Environment, and Property"

COUNTY OF LOS ANGELES FIRE DEPARTMENT

1320 NORTH EASTERN AVENUE
LOS ANGELES, CALIFORNIA 90063-3294
(323) 881-2401
www.fire.lacounty.gov

BOARD OF SUPERVISORS
JANICE HAHN, CHAIR
FOURTH DISTRICT

HILDA L. SOLIS
FIRST DISTRICT

HOLLY J. MITCHELL
SECOND DISTRICT

LINDSEY P. HORVATH
THIRD DISTRICT

KATHRYN BARGER
FIFTH DISTRICT

May 11, 2023

ATTENTION ALL CITY MANAGERS

ADOPTION OF THE 2023 LOS ANGELES COUNTY FIRE CODE – TITLE 32

This is to advise you that on January 31, 2023, the County of Los Angeles (County) Board of Supervisors adopted amendments to the Los Angeles County Code Title 32, also known as the Los Angeles County Fire Code (LACFC), which became effective on March 2, 2023. The 2023 LACFC is now active in all areas within the jurisdiction of the Consolidated Fire Protection District of the County of Los Angeles.

These local amendments are a set of regulations for the safeguarding of life and property from fire and explosion hazards arising from the storage, handling, and use of hazardous substances, materials and devices, and from conditions hazardous to life or property in the occupancy of buildings and premises.

RESPONSIBILITIES

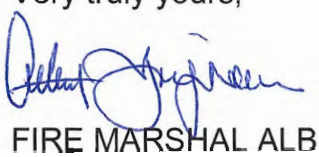
All City Managers shall adopt/ratify by ordinance or resolution the 2023 LACFC as the City's Fire Code, and file/transmit the associated city council documentation and findings, as described in the enclosed document.

To assist you in this process, the enclosure also includes sample city ordinance/resolution language.

City Managers may access a copy of the Certified LACFC County Ordinance (#2023-0008) at https://file.lacounty.gov/SDSInter/bos/supdocs/177579.pdf.

If you need any assistance with the LACFC or a more restrictive building standard adoption process, please contact Battalion Chief Richard Stillwagon, at (323) 890-4124, or Fire Fighter Specialist Joshua Costello, at (213) 503-5468.

Very truly yours,



FIRE MARSHAL ALBERT YANAGISAWA
FIRE PREVENTION DIVISION

AY:es

Enclosure

c: Board Fire Deputies

ADOPTION & FILING OF THE *LOS ANGELES COUNTY FIRE CODE*

BACKGROUND:

The *Los Angeles County Fire Code* (LACFC) is adopted by the County of Los Angeles (County) Board of Supervisors for the County and the Consolidated Fire Protection District of Los Angeles County (District). It is also designed and promulgated to be adopted/ratified by reference through official action by the governing bodies of the constituent/contracting cities of the District.

The 2023 edition of the LACFC (as established by County Ordinance 2023-0008), which is codified as Los Angeles County Code (LACC) Title 32, serves to express the County and District amendments to the 2022 edition of the California Fire Code (CFC). These local amendments are a set of regulations for the safeguarding of life and property from fire and explosion hazards arising from the storage, handling, and use of hazardous substances, materials and devices, and from conditions hazardous to life or property in the occupancy of buildings and premises.

The CFC, being Part 9 of the California Building Standards Code (i.e., Part 9 of CCR Title 24), is limited in scope to only address *building* standards. As such, the State does not adopt many portions of the CFC publication, and many essential fire- and life-safety regulations are left out, including basic fire apparatus access provisions. The unadopted portions of the CFC come from the International Fire Code (IFC), and they serve as suggested provisions for local fire authorities to consider for adoption. The State permits these unadopted provisions to remain in the CFC publication because it is expected that the local fire authority will promulgate local amendments to the CFC publication as necessary during the local fire-code adoption proceedings.

While local fire codes are required to incorporate the State-adopted portions of the latest CFC, these local fire codes are not limited in scope the way the CFC is; and local fire codes can be more restrictive than even the State-adopted portions. As such, local fire codes adopt the latest CFC by reference and then amend and add to it as necessary to be more specific and restrictive in order to address local safety and administrative needs.

RECOMMENDATIONS:

1. Adopt/ratify, by reference, the 2023 Los Angeles County Fire Code (LACC Title 32) as the fire code of your City:

   See the samples of suggested ordinance/resolution text farther below in this document.

   The certified County Ordinance, #2023-0008, is available at: https://file.lacounty.gov/SDSInter/bos/supdocs/177579.pdf

2. File the *City* ordinance/resolution with the State of California:

   The following documents should be transmitted by the constituent/contracting City to the California Department of Housing and Community Development (HCD), the California Building Standards Commission (CBSC), and the District (at the addresses shown in Item #3 below):

   (a) The city-governing-body signed and approved adopting ordinance/resolution/motion.

   (b) The associated findings of the city in support/justification of the amendments being made to the 2022 edition of Part 9 of CCR Title 24 (i.e., the 2022 CFC). These findings are at the end of the LACFC County Ordinance #2023-0008 (Section 445 thereof) and are also being included at the end of this document, as Exhibit **[X]**.

3. Address the above documents, to be filed with the State, to:

   1.) HCD:

   Department of Housing and Community Development
   Division of Codes and Standards
   State Housing Law Program
   9342 Tech Center Drive, Suite 500
   Sacramento, CA 95826

   HCDBuildingStandards@hcd.ca.gov

   2.) CBSC:

   California Building Standards Commission
   2525 Natomas Park Drive, Suite 130
   Sacramento, CA 95833-2936

   OrdinanceFilings@dgs.ca.gov

   3.) Los Angeles County Fire Department:

   Consolidated Fire Protection District of Los Angeles County
   Fire Prevention Division

   Assistant Chief Albert Yanagisawa, Fire Marshal
   Albert.Yanagisawa@fire.lacounty.gov,

ADOPTION & FILING OF THE *LOS ANGELES COUNTY FIRE CODE*

Fire Fighter Specialist Joshua Costello, Codes and Ordinances Unit
Joshua.Costello@fire.lacounty.gov and

Fire-Prev-Codes-Ord@fire.lacounty.gov

The following samples of adoption/ratification language serve only as suggestions of city language for the aforementioned city proceedings.

Following the sample legislation is Exhibit **[X]** ("**FINDINGS IN SUPPORT OF ADOPTION OF MORE RESTRICTIVE BUILDING STANDARDS**"), which is the extract of Section 445 of County Ordinance # 2023-0008, the ordinance that created the 2023 edition of the *Los Angeles County Fire Code*. These findings should be referenced in the city's ordinance/resolution.

ADOPTION & FILING OF THE
LOS ANGELES COUNTY FIRE CODE

SAMPLE #1 of LEGISLATION FOR ADOPTION:

ORDINANCE/RESOLUTION NO. _____

A**[N] [ORDINANCE/RESOLUTION]** of the **[NAME OF CITY]** adopting the 2023 edition of the *Los Angeles County Fire Code* (Title 32 of the Los Angeles County Code), regulating and governing the safeguarding of life and property from fire and explosion hazards arising from the storage, handling and use of hazardous substances, materials and devices, and from conditions hazardous to life or property in the occupancy of buildings and premises in the **[NAME OF CITY]**; providing for the issuance of permits and collection of fees therefor; repealing **[ORDINANCE/RESOLUTION]** No. _____ of the **[NAME OF CITY]**.

The **[GOVERNING BODY]** of the **[NAME OF CITY]** does ordain as follows:

Section l. That a certain document, being marked and designated as the *Los Angeles County Fire Code* (Title 32 of the Los Angeles County Code), 2023 edition, including chapters and appendices as designated by *Los Angeles County Fire Code* Sections 100 and 101.2.1, and incorporating by reference therein the *California Fire Code*, 2022 edition, in its entirety, as amended, and certain portions of the *International Fire Code*, 2021 edition, not otherwise adopted, as amended, be and is hereby adopted as the Fire Code of the **[NAME OF CITY]**, in the State of California, regulating and governing the safeguarding of life and property from fire and explosion hazards arising from the storage, handling and use of hazardous substances, materials and devices, and from conditions hazardous to life or property in the occupancy of buildings and premises as herein provided; providing for the issuance of permits and collection of fees therefore; and each and all of the regulations, provisions, penalties, conditions and terms of said Fire Code on file in the office of the **[NAME OF CITY]** are hereby referred to, adopted, and made a part hereof, as if fully set out in this **[ORDINANCE/RESOLUTION]**, with the additions, insertions, deletions and changes, if any, prescribed in Section 2 of this ordinance.

Section 2. That the following sections are hereby revised:

Fire Code Section _____. Insert: _____.

Section 3. That **[ORDINANCE/RESOLUTION]** No._____ of **[NAME OF CITY]** entitled **[FILL IN HERE THE COMPLETE TITLE OF THE FIRE CODE LEGISLATION OR LAWS IN EFFECT AT THE PRESENT TIME IN YOUR CITY SO THAT THEY WILL BE REPEALED BY SPECIFIC REFERENCE]** and all other previous ordinances or parts of laws in conflict herewith are hereby repealed.

Section 4. The **[GOVERNING BODY]** finds that each of the changes and modifications to the California Fire Code adopted in this **[ORDINANCE/RESOLUTION]** are reasonably necessary due to the local climatic, geological, or topographical conditions in the area encompassed by the boundaries of the **[NAME OF CITY]**; and the **[GOVERNING BODY]** further finds that each of the specific findings set forth in Exhibit **[X]** to this **[ORDINANCE/RESOLUTION]** which is incorporated herein by this reference, individually and collectively support the local necessity for such

changes and modifications. Accordingly, the **[GOVERNING BODY]** finds the modifications to the State Building Standards Code incorporated in this **[ORDINANCE/RESOLUTION]** to be reasonably necessary for the protection of the public's health, safety, and welfare.

Section 5. That in the event of any conflict between legal provisions of the *California Fire Code*, 2022 edition; Title 32 of the Los Angeles County Code (the *Los Angeles County Fire Code*); and/or any amendment to the Fire Code contained in the **[NAME OF CITY]** Municipal Code, the provision contained in the latter listed document shall control.

Section 6. That if any section, subsection, sentence, clause or phrase of this legislation is, for any reason, held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance. The **[GOVERNING BODY]** hereby declares that it would have passed this law, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional.

Section 7. That nothing in this legislation or in the Fire Code hereby adopted shall be construed to affect any suit or proceeding impending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or ordinance hereby repealed as cited in Section 4 of this law; nor shall any just or legal right or remedy of any character be lost, impaired or affected by this legislation.

Section 8. That the **[CITY'S KEEPER OF RECORDS]** is hereby ordered and directed to cause this legislation to be published. **[An additional provision may be required to direct the number of times the legislation is to be published and to specify that it is to be in a newspaper in general circulation. Posting may also be required.]**

Section 9. That this law and the rules, regulations, provisions, requirements, orders and matters established and adopted hereby shall take effect and be in full force and effect **[TIME PERIOD]** from and after the date of its final passage and adoption.

Section 10. The adoption of this **[ORDINANCE/RESOLUTION]** or any amendment to any existing **[ORDINANCE/RESOLUTION]** of this **[City]** shall, not in any manner, affect the prosecution for violations of **[ORDINANCE/RESOLUTION]s** committed prior to the effective date of this **[ORDINANCE/RESOLUTION]**.

Section 11. That a copy of the *Los Angeles County Fire Code* (Title 32 of the Los Angeles County Code), incorporating the *California Fire Code*, 2022 edition, has been deposited in the office of the **[TITLE OF CITY'S KEEPER OF RECORDS]** of the **[NAME OF CITY]** and shall be at all times maintained by the **[TITLE OF CITY'S KEEPER OF RECORDS]** for use and examination by the public.

Section 12. The **[TITLE OF DESIGNEE]** is hereby authorized and directed to transmit copies of this signed **[ORDINANCE/RESOLUTION]** to the California Department of Housing and Community Development, the California Building Standards Commission, and the County of Los Angeles Fire Department, as required by California State statutes.

ADOPTION & FILING OF THE
LOS ANGELES COUNTY FIRE CODE

SAMPLE #2 of LEGISLATION FOR ADOPTION:

ORDINANCE/RESOLUTION NO. _____

A**[N] [ORDINANCE/RESOLUTION]** of the **[NAME OF CITY]** ADOPTING THE Consolidated Fire Protection District of Los Angeles County Fire Code, RATIFYING THE MORE RESTRICTIVE BUILDING STANDARDS CONTAINED IN THAT CODE.

WHEREAS, the **[NAME OF CITY]** lies within the jurisdictional boundaries of the Consolidated Fire Protection District of Los Angeles County (District); and

WHEREAS, the District has responsibility for fire protection within said jurisdictional boundaries; and

WHEREAS, the County Board of Supervisors, acting as the Governing Body of the District did on January 31, 2023, adopt amendments to the District Fire Code by adopting by reference, with certain changes and amendments, the 2022 edition of the *California Fire Code* and portions of the 2021 edition of the *International Fire Code*; and

WHEREAS, as allowed by State law, the District Fire Code contains local amendments that constitute more restrictive building standards relating to fire and panic safety than those adopted by the State Fire Marshal and contained in the California Building Standards Code; and

WHEREAS, pursuant to Section 13869.7(c) of the California Health and Safety Code, local amendments containing such more restrictive building standards are not effective within the jurisdictional boundaries of the City until ratified by the **[CITY'S GOVERNING BODY]**; and

WHEREAS, it is the intention of the City to ratify all of these more restrictive building standards and to have those standards be enforced in the City;

NOW, THEREFOREE, BE IT RESOLVED, that the **[CITY'S GOVERNING BODY]** takes the following action:

1. Adopts the 2023 edition of the District Fire Code (the *Los Angeles County Fire Code*, i.e. Title 32 of the Los Angeles County Code) as the Fire Code for the City,

2. Ratifies the Ordinance amending the District Fire Code, adopted on January 31, 2023, by the Board of Supervisors which contains more restrictive building standards,

3. Finds that the more restrictive building standards contained in the District Fire Code are reasonably necessary due to local climatic, geological, or topographical conditions in the City and adopts by reference the specific findings made in Section 445 of the Ordinance

adopted by the Board of Supervisors regarding these local conditions, a copy of which is attached hereto as Exhibit **[X]**,

4. Instructs the City Clerk to send a copy of this resolution to the following:

California Department of Housing and Community Development
Division of Codes and Standards
State Housing Law Program
9342 Tech Center Drive, Suite 500
Sacramento, CA 95826

HCDBuildingStandards@hcd.ca.gov

California Building Standards Commission
2525 Natomas Park Drive, Suite 130
Sacramento, CA 95833-2936

OrdinanceFilings@dgs.ca.gov

and

Consolidated Fire Protection District of Los Angeles County
Fire Prevention Division
5823 Rickenbacker Rd.
Commerce CA 90040
Office of the Fire Marshal

and

Codes and Ordinances Unit

PASSED, APPROVED, AND ADOPTED, this _____ day of _____, 2023

_____
[MAYOR]

ATTEST:_____
[CITY CLERK]

ADOPTION & FILING OF THE
LOS ANGELES COUNTY FIRE CODE

EXHIBIT [X] of CITY MOTION FOR ADOPTION:

Exhibit [X] - Section 450 from Ordinance Adopted by County Board of Supervisors on January 31, 2023:

SECTION 445. FINDINGS IN SUPPORT OF ADOPTION OF MORE RESTRICTIVE BUILDING STANDARDS.

The provisions of this ordinance contain various changes, modifications, and additions to the 2022 California Fire Code. Some of those changes are administrative in nature in that they do not constitute changes or modifications to requirements contained in the building standards adopted by the State Fire Marshal and published in the California Building Standards Code. Pursuant to Health and Safety Code Sections 17958.5, 17958.7, and 18941.5, the Board of Supervisors hereby expressly finds and determines that all of the changes and modifications to requirements contained in the building standards published in the California Building Standards Code, contained in this ordinance, which are not administrative in nature, are reasonably necessary because of local climatic, geological, or topographical conditions in the County of Los Angeles and in the Consolidated Fire Protection District of Los Angeles County ("District"). This expressed finding is supported and based upon the following more specific determinations:

CLIMATIC – The County of Los Angeles/District is located in an area subject to climatic conditions with long periods of low humidity and hot weather, combined with unpredictable seasonal high winds (Santa Ana wind conditions), resulting in increased exposure to fire risk. This combination of events creates an environment that is conducive to rapidly spreading fires. Control of such fires requires rapid response. With the time that is required to deal with potential obstacles from the wind, such as fallen trees, street lights, and utility poles, in addition to the time required to climb 75 feet vertically up flights of stairs, the ability to respond rapidly is negatively

impacted. Additionally, there is a significant increase in the amount of wind at 60 feet above the ground. Use of aerial-type firefighting apparatus above this height would place rescue personnel at increased risk of injury. High winds will also cause burning embers to become airborne resulting in the rapid spread of a fire to nearby structures. Immediate containment of a fire is the only method by which it can be controlled during high wind conditions. In high fire severity zones, a unique combination of low humidity, strong winds, and dry vegetation exists.

GEOLOGICAL – The County of Los Angeles/District is located in the middle of the seismically active area identified as Seismic Zone 4. The viability of the public water system would be questionable at best after a major seismic event. Tall buildings would become vulnerable to uncontrolled fires due to a lack of available water and an inability to pump sufficient quantities of any available water to floors above the 55-foot level. A severe seismic event has the potential to negatively impact any rescue or fire suppression activities because it is likely to create significant physical obstacles and logistical challenges. With the probability of strong aftershocks, there exists a need to provide increased protection for anyone on upper floors.

Geological conditions created by the numerous faults will result in increased fire danger to structures, delayed Fire Department response, and unique rescue challenges. Seismic events of sufficient magnitude will cause substantial damage to structures. These damages are likely to be accompanied by a substantial number of fires that may exceed the Fire Department suppression capabilities. Accordingly, built-in fire suppression systems provide the only adequate measure to mitigate the potential hazards from and damage caused by such fires.

The County of Los Angeles/District is subject to occasional severe rainstorms. The impacts from these rainstorms are exacerbated if hillside areas have been burned by wildland fires because significant mud and debris flows can occur. Mud and debris flows can impair Fire

Department access or delay response times if access roads are obstructed by mud or debris.

TOPOGRAPHICAL – The topographical conditions of the County of Los Angeles/District includes many mountains, hills, and canyons which tend to accelerate the periodic high-velocity winds by means of a Venturi effect. These canyon winds and the significant growth of vegetation of a combustible nature increase the fire danger. Additionally, long periods of dry, hot weather, combined with unpredictable seasonal winds (Santa Ana wind conditions) result in increased exposure to fire risk. The hillside areas have access roads that are narrow, steep, and contain many sharp curves, all of which makes timely response by large fire apparatus difficult.

The specific sections of this code that constitute more restrictive building standards are identified in the table set forth below. The more restrictive building standards contained in this code and identified in the table below shall be applicable only in those cities served by the District which have ratified the aforesaid sections in accordance with California Health and Safety Code Section 13869.

Section	Local Condition	Explanation and Findings
304.1.2 – Vegetation	Climatic and Topographical	Local amendment requiring brush clearance to maintain defensible space for fire operations that is necessary due to the unique climate and topography of the County/District to reduce risk of fire and to minimize the spreading of fire to structures.
314.4 – Vehicles	Climatic, Geological, and Topographical	Local amendment providing the fuel-amount equivalencies for indoor display of vehicles using alternative fuels and other newer technologies. Necessary due to the increased risks of fire, earthquake movement and damage, and unpredictable power fluctuations that are consequences of the unique climatic, topographical, and geological conditions of the County/District. These factors also complicate response times, water needs and availability, and access.

Section	Local Condition	Explanation and Findings
316.6.1 – Structures	Climatic, Geological, and Topographical	Imposes additional requirements for the grounding of construction under high-voltage transmission lines to protect property, the public, and fire fighters responding to emergencies. Necessary due to the unique climate and topography of the County/District to reduce risk of fire, to reduce the possibility of fires being causes by downed high-voltage transmission lines, to minimize the spreading of fires that may begin under transmission lines, and to protect fire fighters responding to emergencies under transmission lines. Further necessary because risk of fire is increased due to the prevalence of earthquakes in the County/District.
321 – Artificial Combustible Vegetation	Administrative	Deletion in order to clarify that neither the State nor the District adopts this section or the sections of Chapter 8 that are referenced by it.
322.3 – Fire safety plan	Administrative	Declaratory of existing law for clarification to the code user.
322.4.1 – Limited indoor storage in containers	Climatic, Geological, and Topographical	Local amendment providing the ability for the fire code official to consider other factors affecting the safety of the placement containers used for the collection of damaged and used lithium-based batteries. These batteries have been identified as a known source of fires, especially when damaged or aged. Necessary due to the increased risks of fire, earthquake damage, and unpredictable power fluctuations that are consequences of the unique climatic, topographical, and geological conditions of the County/District. These factors also complicate response times, water needs and availability, and access.
326.7 – Fire protection facilities required	Climatic, Geological, and Topographical	Local amendment to require fire safety measures including but not limited to water supply, firebreaks, posting of fire watchers, access roads, restriction of activities during high fire hazard and other conditions to maintain reasonable fire safety. Necessary due to the unique climate and topography of the County/District to reduce risk of fire, to reduce the possibility of wildland fires spreading to structures, and to minimize impacts of fire. Further necessary because risk of fire is increased due to the prevalence of earthquakes

Section	Local Condition	Explanation and Findings
		in the County/District.
326.12.2 – Chimneys	Climatic and Topographical	Local amendment to reduce the threat of fires by requiring spark arrestors on chimneys that is necessary due to the unique climate and topography of the County/District to reduce risk of fire and to minimize impacts of fire. Such spark arrestors reduce the likelihood of embers exiting a chimney and igniting a fire. These spark arrestors are required by the SFM in both CCR Title 19 and the Building Code.
326.14 – Roadway clearance	Climatic and Topographical	Local amendment requiring clearance of roadways to provide adequate access for firefighting apparatus, to create defensible space for fire operations, and to reduce the possibility of wildland fires spreading to structures. Necessary due to the unique climate and topography of the County/District.
401.10 – Fire watch procedures, 401.10.1, 401.10.2, 401.10.3, 401.10.4, 401.10.5, 401.10.6.	Climatic, Geological, and Topographical	Provides for consistency in the minimum requirements of a fire watch program. Necessary to ensure adequate response times and actions due to the unique climatic and topographical conditions that increase the risk of fires in fire hazard severity zones. Further necessary because risk of fire is increased due to the prevalence of earthquakes in the County/District.
503.1.1 – Buildings and facilities	Climatic, Geological, and Topographical	Provides for clarification regarding the determination of the fire code official for certain special circumstances. Necessary to ensure adequate response times and actions due to the unique climatic and topographical conditions that increase the risk of fires in fire hazard severity zones. Further necessary because risk of fire is increased due to the prevalence of earthquakes in the County/District.
503.1.2 – Additional access.	Climatic, Geological, and Topographical	Provides for additional access requirements necessary because of terrain, climate, or other factors that limit access. Necessary to ensure adequate response times due to the unique climatic and topographical conditions that increase the risk of fires in fire hazard severity zones. Further necessary because risk of fire is increased due to the prevalence of earthquakes in the County/District.

Section	Local Condition	Explanation and Findings
503.2.1 – Dimensions, 503.2.1.1, 503.2.1.2, 503.2.1.2.1, 503.2.1.2.2, 503.2.1.2.2.1, 503.2.1.2.2.2	Climatic, Geological, and Topographical	Requires unobstructed clearance to sky on fire apparatus access roads with exception for protected tree species. Necessary to prevent obstruction of access roads by tree limbs or other obstructions and thus allow for quick response times to fires and other emergencies. Necessary to ensure adequate response times due to the unique climatic and topographical conditions that increase the risk of fires in fire hazard severity zones. Requires sufficient fire apparatus access road widths and the location of said roads in respect to buildings. Necessary because risk of fire and collapse is increased due to the prevalence of earthquakes in the County/District.
503.2.4 – Turning radius, 503.2.5 – Dead-ends, 503.2.7 – Grade	Climatic, Geological, and Topographical	Provides for more stringent width, turning radius, and grade specifications for access roads to ensure access for fire apparatus. Necessary due to unique climatic and topographical conditions that increase the risk of fires. Further necessary because risk of fire is increased due to the prevalence of earthquakes in the County/District.
503.4 – Obstruction of fire apparatus access roads	Climatic, Geological, and Topographical	Adds speed bumps and speed humps to list of prohibited obstructions to fire apparatus access roads. Speed bumps and speed humps reduce response times to fires and other emergencies because fire apparatus have to slow down to pass over them or drive around them. Necessary to ensure adequate response times due to the unique climatic and topographical conditions that increase the risk of fires in fire hazard severity zones. Further necessary because risk of fire is increased due to the prevalence of earthquakes in the County/District.
503.4.1 – Traffic-calming devices	Climatic, Geological, and Topographical	Requires fire code official approval to install traffic calming devices such as speed bumps and speed humps. Such devices can reduce response times to fires and other emergencies. Necessary to ensure adequate response times due to the unique climatic and topographical conditions that increase the risk of fires in fire hazard severity zones. This section is necessary because the risk of fire is increased due to the prevalence of earthquakes in the County/District.

503.6 – Gates	Climatic, Geological, and Topographical	Requires gates placed across fire apparatus access roads meet parameters to ensure emergency access widths and operability. Necessary due to the increased risks of fire, earthquake damage, and electrical power interruption that are consequences of the unique climatic, topographical, and geological conditions of the County/District.
503.7 – Fire apparatus access roads in recreational vehicle, mobile home, manufactured housing, sales lots, and storage lots	Climatic, Geological, and Topographical	Requires fire apparatus access roads in recreational vehicle, mobile home, manufactured housing, sales lots, and storage lots. Necessary to ensure adequate water supply and access to such locations due to the unique climatic and topographical conditions that increase the risk of fires in fire hazard severity zones. Further necessary because the risk of fire is increased due to the prevalence of earthquakes in the County/District.
503.8 – Fire apparatus access roads in mobile home parks and special occupancy parks	Climatic, Geological, and Topographical	Requires additional fire apparatus access roads in mobile home parks and special occupancy parks. Necessary to ensure adequate water supply and access to such locations due to the unique climatic and topographical conditions that increase the risk of fires in fire hazard severity zones. Further necessary because risk of fire is increased due to the prevalence of earthquakes in the County/District.
504.5 – Rooftop barriers and parapets	Climatic, Geological, and Topographical	Provides for emergency access to and egress from the roof in the event of fire or other emergency. Necessary because of increased danger of fire in the County/District due to unique climatic, geological, and topographical conditions.
506.1 – Where required	Climatic, Geological, and Topographical	Local amendment providing for access to structures or areas where immediate access is necessary for life-saving or fire-fighting purposes. Necessary due to the increased risks of fire, earthquake damage, and unpredictable power fluctuations that are consequences of the unique climatic, topographical, and geological conditions of the County/District. These factors also complicate response times, water needs and availability, and access.

507.2.2 – Water tanks	Climatic, Geological, and Topographical	Requires installation and maintenance standards for water tanks providing water for fire protection. Extends certain requirements to associated support structures and piping. Necessary due to the increased risks of fire and exposure that are consequences of the unique climatic, topographical, and geological conditions of the County/District. These unique conditions also increase emergency response times, thereby increasing the time during which these water tank systems must remain in functional order.
507.5.10 – Draft system identification sign	Climatic, Geological, and Topographical	Provides posting of sign to notify Fire Department of draft hydrants, including those for swimming pools and spas in fire hazard severity zone. Necessary because of unique climatic and topographical conditions that increase the risk of fires in fire hazard severity zones. Further necessary because risk of fire is increased due to the prevalence of earthquakes in the County/District.
509.1.1 – Utility and hazardous equipment identification, 509.2 – Equipment and disconnection-means access, 509.3	Climatic, Geological, and Topographical	Provides for identification and access to the disconnection means that are required for hazardous equipment and/or energy sources serving structures, as necessary for the protection of life and for fire-fighting purposes. Necessary due to the increased risks of fire, earthquake damage, and unpredictable power fluctuations that are consequences of the unique climatic, topographical, and geological conditions of the County/District. These factors also complicate response times, water needs and availability, and access.
510.1 – Emergency responder communication coverage (ERCC) in new buildings	Administrative	Clarifies how the fire code official will make the determination that is required of them by the State code.
510.4.1, 510.4.1.1, 510.4.1.2, 510.4.2, 510.4.2.3, 510.5, 510.5.1,	Climatic, Geological, and Topographical	When the circumstances of a structure necessitate emergency responder communication coverage systems, this amendment specifies “critical areas” of the building, referred to in the State code, at which it is critical that emergency personnel have radio

510.5.4, 510.6, 510.6.2 ERCC – coverage		coverage. This list of areas is built upon the list of areas that are required to be served when a wired system is installed in lieu of an emergency responder radio coverage system. Systems are required to be provided with standby power for a duration of time. Amendment also clarifies required design standards otherwise left up to determination by the fire code official. Necessary due to the increased risks of fire, earthquake movement and damage, and electrical power interruption that are consequences of the unique climatic, topographical, and geological conditions of the County/District. Further necessary due to the artificial topographical physical features of a structure or area that limit and/or interfere with emergency radio communications for first responders.
603.4 – Working space and clearances	Climatic, Geological, and Topographical	Provides for maintenance of the working clearances that are required to be maintained about electrical equipment such as electrical panels and other equipment specified by the Electrical Code. Necessary due to the increased risks of fire, earthquake damage, and unpredictable power fluctuations that are consequences of the unique climatic, topographical, and geological conditions of the County/District. These factors also complicate response times, water needs and availability, and access.
603.4.1 – Electrical signage and labeling	Climatic, Geological, and Topographical	Provides clarification of the interpretation of this section, and reference to the related section of code. Necessary due to the increased risks of fire, earthquake damage, and unpredictable power fluctuations that are consequences of the unique climatic, topographical, and geological conditions of the County/District. These factors also complicate response times, water needs and availability, and access.
604.4 – Emergency signs	Climatic, Geological, and Topographical	Provides guidance with local criteria that the fire code official will use in making the determination required of them by this section. Necessary due to the increased risks of fire, earthquake damage, and unpredictable power fluctuations that are consequences of the unique climatic, topographical, and geological conditions of the

		County/District. These factors also complicate response times, water needs and availability, and access.
901.6 – Inspection, testing, and maintenance	Climatic, Geological, and Topographical	Prohibits obstruction or impairment of fire protection and life safety system equipment, including initiating devices, alarm notification appliances, and annunciators. Necessary due to the increased risks of fire, earthquake damage, and unpredictable power fluctuations that are consequences of the unique climatic, topographical, and geological conditions of the County/District. These factors also complicate response times, water needs and availability, and access.
901.6.4 – Aboveground controls and valves for water-based fire protection systems	Climatic, Geological, and Topographical	Introductory section to Sections 901.6.4.1 through 901.6.4.4. Necessary due to the increased risks of fire, earthquake damage, and unpredictable power fluctuations that are consequences of the unique climatic, topographical, and geological conditions of the County/District. These factors also complicate response times, water needs and availability, and access.
901.6.4.1 – Signage	Climatic, Geological, and Topographical	Provides signage requirements for water-control valves to facilitate fire-fighter identification and use of said valves in an emergency. Necessary because of unique climatic and topographical conditions that increase the risk of fires in fire hazard severity zones. Further necessary because risk of fire is increased due to the prevalence of earthquakes in the County/District.
901.6.4.2 – Locks	Climatic, Geological, and Topographical	Provides for the security, and accessibility to proper authorities, of water-based fire protection systems. Necessary due to the increased risks of fire, earthquake damage, and unpredictable power fluctuations that are consequences of the unique climatic, topographical, and geological conditions of the County/District. These factors also complicate response times, water needs and availability, and access.
901.6.4.3 – Painting identification	Climatic, Geological, and Topographical	Provides for the identification and maintenance of water-based fire protection systems. Necessary due to the increased risks of fire, earthquake damage, and unpredictable power fluctuations that are consequences of the unique climatic,

		topographical, and geological conditions of the County/District. These factors also complicate response times, water needs and availability, and access.
901.6.4.4 – Clear space	Climatic, Geological, and Topographical	Provides clearance requirements for water-control valves to facilitate fire-fighter identification and use of said valves in an emergency. Necessary because of unique climatic and topographical conditions that increase the risk of fires in fire hazard severity zones. Further necessary because risk of fire is increased due to the prevalence of earthquakes in the County/District.
903.2.8 – Group R	Climatic, Geological, and Topographical	Requires that fire sprinklers be installed in mobile homes and manufactured homes located outside of mobile home parks. Necessary due to the increased risks of fire and exposure that are consequences of the unique climatic, topographical, and geological conditions of the County/District.
903.2.11.7 – Occupancies in fire hazard severity zones and within the San Gabriel South face Area or Malibu–Santa Monica Mountains Area	Climatic, Geological, and Topographical	Provides an additional level of protection to occupancies in case of a fire by requiring installation of automatic fire sprinklers. Necessary because of unique climatic and topographical conditions that increase the risk of catastrophic fires in fire hazard severity zones and due to the topography that reduces response times to fires. Further necessary because risk of fire is increased due to the prevalence of earthquakes in the County/District.
903.4.2, 903.4.2.1 – Remote annunciator	Climatic, Geological, and Topographical	Provides for fire-fighter access to the alarm system information/status where necessary due to otherwise being inaccessible or inapparent. Necessary due to the increased risks of fire, earthquake damage, and unpredictable power fluctuations that are consequences of the unique climatic, topographical, and geological conditions of the County/District. These factors also complicate response times, water needs and availability, and access.

904.1.1 – Certification of service personnel for fire-extinguishing Equipment	Administrative	Clarification to the code user that neither the Consolidated Fire Protection District of Los Angeles County, nor the State of California adopt this section.
904.3.5 – Monitoring	Climatic, Geological, and Topographical	Requires monitoring of all automatic fire-extinguishing systems when a sprinkler monitoring system is otherwise required. Necessary due to the increased risks of fire and exposure that are consequences of the unique climatic, topographical, and geological conditions of the County/District.
905.2.1 – Class I standpipes	Climatic	Construction and installation requirements for Class I standpipes to ensure adequate fire protection systems and water supply due to fires in the hot and windy climate of the County/District.
905.4 – Location of Class I standpipe hose connections, 905.4.3	Climatic	Installation/Regulation of Fire Protection System to ensure proper location of hose connection to control fires in the hot and windy climate of the County/District.
905.5.3 – Class II system 1½-inch hose	Climatic	Installation and regulation of interior wet standpipes to ensure adequate fire protection system due to fires in the hot and windy climate of the County/District.
905.9 – Riser shutoff valve supervision and drain	Climatic	Additional requirements to fire protection system for testing, maintenance, and operation. Necessary because of increased danger of fire in the County/District due to hot and windy conditions.
905.13 – Standpipe diameter	Climatic	Size requirements for Class III standpipes to ensure adequate fire protection system. Necessary because of increased danger of fire in the County/District due to hot and windy conditions.
910.2 – Where required	Climatic and geological	Requires smoke and heat removal for buildings. Necessary to increase ability of fire fighters to respond to, and fight, fires in buildings. Necessary because of increased danger of fire in

		the County/District due to hot and windy conditions and the prevalence of earthquakes in the County/District.
910.2.3 – Group S-2	Climatic, Geological, and Topographical	Requires smoke and heat removal for basement-level parking garages. Necessary to increase ability of fire fighters to respond to fires in parking garages. Necessary due to the increased risks of fire and earthquake damage that are consequences of the unique climatic, topographical, and geological conditions of the County/District. Further necessary due to the artificial topographical physical features of a structure or area that limit and/or interfere with the ability of emergency responders to protect life, property, and the environment.
910.3 – Smoke and heat vent design and installation. 910.3.2, 910.3.4, 910.3.4.1, 910.3.4.2, 910.3.4.2.1, 910.3.4.2.2, 910.3.4.3 910.3.5	Climatic, Geological, and Topographical	Requirements for smoke and heat vents in buildings. Necessary due to the increased risks of fire and earthquake damage that are consequences of the unique climatic, topographical, and geological conditions of the County/District. Further necessary due to the artificial topographical physical features of a structure or area that limit and/or interfere with the ability of emergency responders to protect life, property, and the environment.
910.4.3, 910.4.4 – Mechanical smoke removal systems	Geological	Requirements for smoke and heat vents and mechanical smoke removal systems in buildings. Necessary because of increased danger of fire in the County/District due to seismic concerns with potential water supply issues.
912.2 – Location	Geological and Topographical	Requires that more than one fire department connection may be required. Necessary due to natural and artificial local topography, and the effects of seismic activity that could limit and/or interfere with the ability of emergency responders to access certain locations.

912.2.1 – Visible location	Climatic, Topographical, Geological	Requires fire department connections to be located within 150 feet of a public fire hydrant and at a safe distance from the building. Necessary because of increased danger of fire in the County/District due to hot and windy conditions. Further necessary because the risk of fire is increased due to the prevalence of earthquakes in the County/District.
912.7 – Inspection, testing and maintenance	Climatic, Geological, and Topographical	Clarifies where provisions for signage, painting, hose threads, physical protection, and clear space, for fire department connections, shall apply. Necessary due to the increased risks of fire, earthquake damage, and unpredictable power fluctuations that are consequences of the unique climatic, topographical, and geological conditions of the County/District. These factors also complicate response times, water needs and availability, and access.
912.8 – Identification — paint color	Climatic, Topographical	Requires red paint on fire department connections subject to rust or corrosion to identify them to fire fighters and protect from the elements. Necessary because of increased danger of fire in the County/District due to hot and windy conditions.
912.9 – Breakable caps or plugs	Climatic, Topographical	Requires breakable caps or plugs for fire hose couplings to protect them from the elements and to ensure easy access to the fire department connection during fires. Necessary because of increased danger of fire in the County/District due to hot and windy conditions.
914.9.1 – Spray booths	Climatic	Requires spray booths to have automatic fire sprinkler system protection under specified conditions. Necessary because of increased danger of fire in the County/District due to hot and windy conditions. Further necessary because the risk of fire is increased due to the prevalence of earthquakes in the County/District.
1032.4 – Exit signs, 1032.4.1, 1032.4.2, 1032.4.3	Climatic, Geological, and Topographical	Requirements for minimum exit signage maintenance, including a bringing-to-one-location of existing CA requirements scattered about the code and/or providing reference thereto. Addresses warnings against elevator use in an emergency, and stairway access. Necessary to ensure proper notice and evacuation in case of fire or other emergency. Necessary because of

		increased danger of fire in the County/District due to hot and windy conditions. Further necessary because risk of fire and need for evacuation is increased due to the prevalence of earthquakes in the County/District.
1103.11 – Fire department access	Climatic, Geological, and Topographical	Clarifies where provisions for fire department access apply, including reference to a related section of the code. Necessary due to the increased risks of fire, earthquake damage, and unpredictable power fluctuations that are consequences of the unique climatic, topographical, and geological conditions of the County/District. These factors also complicate response times, water needs and availability, and access.
1203.2.3 – Emergency responder communication coverage systems.	Climatic, Geological, and Topographical	Maintains current level of safety by maintaining current standby-power capacity duration for emergency responder communication coverage systems. Necessary due to the increased risks of fire, earthquake damage, and unpredictable power fluctuations that are consequences of the unique climatic, topographical, and geological conditions of the County/District. These factors also complicate response times, water needs and availability, and access.
1203.2.5 – Exhaust ventilation	Climatic, Geological, and Topographical	Maintains current level of safety by maintaining current standby-power capacity duration for electrical energy storage system mechanical exhaust ventilation systems. Necessary due to the increased risks of fire, earthquake damage, and unpredictable power fluctuations that are consequences of the unique climatic, topographical, and geological conditions of the County/District. These factors also complicate response times, water needs and availability, and access.

1203.2.7 – Gas detection systems	Climatic, Geological, and Topographical	Corrects reference number for section addressing exhaust ventilation for electrical energy storage systems. Necessary due to the increased risks of fire, earthquake damage, and unpredictable power fluctuations that are consequences of the unique climatic, topographical, and geological conditions of the County/District. These factors also complicate response times, water needs and availability, and access.
1204.4 – Grounding	Climatic, Geological, and Topographical	Clarifies when grounding will be required of portable generators. Necessary due to the increased risks of fire, earthquake damage, and unpredictable power fluctuations that are consequences of the unique climatic, topographical, and geological conditions of the County/District. These factors also complicate response times, water needs and availability, and access.
1205.2 – Access and pathway	Climatic, Geological, and Topographical	Clarifies that exceptions to access and pathway requirements may not negate the ability of occupants to reliably identify escape and rescue pathways and avoid electrified components therein. Necessary due to the increased risks of fire, earthquake damage, and unpredictable power fluctuations that are consequences of the unique climatic, topographical, and geological conditions of the County/District. These factors also complicate response times, water needs and availability, and access.
1205.4 – Buildings with rapid shutdown	Climatic, Geological, and Topographical	Provides reference to the related section of code. Necessary due to the increased risks of fire, earthquake damage, and unpredictable power fluctuations that are consequences of the unique climatic, topographical, and geological conditions of the County/District. These factors also complicate response times, water needs and availability, and access.

1205.5.1 – Vegetation control	Climatic, Geological, and Topographical	Clarifies where this maintenance provision applies. Necessary due to the increased risks of fire, earthquake damage, and unpredictable power fluctuations that are consequences of the unique climatic, topographical, and geological conditions of the County/District. These factors also complicate response times, water needs and availability, and access.
1206.10 – Manual shutoff	Climatic, Geological, and Topographical	Provides reference to the related section of code, and harmonizes this section thereto. Necessary due to the increased risks of fire, earthquake damage, and unpredictable power fluctuations that are consequences of the unique climatic, topographical, and geological conditions of the County/District. These factors also complicate response times, water needs and availability, and access.
1207.1.2 – Permits, 1207.1.3, 1207.1.4, 1207.1.4.1, 1207.1.4.2, 1207.1.5, 1207.1.7	Climatic, Geological, and Topographical	Require approved permitting for electrical energy storage systems (ESS), including criteria/clarification regarding hazard mitigation analysis and special approvals beyond what the code allows by default. Necessary due to the increased risks of fire, earthquake damage, and unpredictable power fluctuations that are consequences of the unique climatic, topographical, and geological conditions of the County/District. These factors also complicate response times, water needs and availability, and access.
1207.3.4, 1207.3.4.1, 1207.3.5	Climatic, Geological, and Topographical	Specifies design and installation requirements for electrical energy storage systems (ESS). Necessary due to the increased risks of fire, earthquake damage, and unpredictable power fluctuations that are consequences of the unique climatic, topographical, and geological conditions of the County/District. These factors also complicate response times, water needs and availability, and access.
1207.4 – General installation requirements, 1207.4.1, 1207.4.2, 1207.4.7,	Climatic, Geological, and Topographical	Specifies/clarifies location, separation, and signage requirements for electrical energy storage systems (ESS). Provides clarification and reference to other code requirements already applicable to these installations. Necessary due to the increased risks of fire, earthquake damage, and unpredictable power fluctuations that are

1207.4.8 – Signage		consequences of the unique climatic, topographical, and geological conditions of the County/District. These factors also complicate response times, responding resources, water needs and availability, and access.
1207.5.2, 1207.5.8, Table 1207.7, 1207.7.1, 1207.7.2, 1207.7.3, 1207.7.4, 1207.8.3, 1207.8.4	Climatic, Geological, and Topographical	Specifies/clarifies location and separation requirements for electrical energy storage systems (ESS). Maintains preexisting safety levels. Necessary due to the increased risks of fire, earthquake damage, and unpredictable power fluctuations that are consequences of the unique climatic, topographical, and geological conditions of the County/District. These factors also complicate response times, water needs and availability, and access.
1207.4.13, 1207.5.4 – Fire detection, 1207.6.1.1, 1207.6.1.2, 1207.6.1.2.1, 1207.6.1.2.2, 1207.6.1.2.3, 1207.6.1.2.4	Climatic, Geological, and Topographical	Specifies requirements for fire-extinguishing systems, ventilation, standby power, gas detection, explosion control, and the ability to release energy, for electrical energy storage systems (ESS). Includes references to the code sections regarding fire department connections and hydrants. Necessary due to the increased risks of fire, earthquake damage, and unpredictable power fluctuations that are consequences of the unique climatic, topographical, and geological conditions of the County/District. These factors also complicate response times, water needs and availability, and access.
Table 1207.6, 1207.6.1.1– 1207.6.1.2.4	Climatic, Geological, and Topographical	Specifies design and installation requirements for various battery technologies used in electrical energy storage systems (ESS). Necessary due to the increased risks of fire, earthquake damage, and unpredictable power fluctuations that are consequences of the unique climatic, topographical, and geological conditions of the County/District. These factors also complicate response times, water needs and availability, and access.
1207.6.3 – Explosion control	Administrative	Corrects typo to reference therein to a section within Chapter 1, which was reorganized in 2021/2022.
1207.4.6 – Combustible storage,	Climatic, Geological, and Topographical	Clarifies that combustible storage within ESS cabinets and enclosures is not allowed, and that vegetation maintenance (operational)

1207.5.7 – Vegetation		requirements for electrical energy storage systems (ESS) apply to both new and existing installations. Necessary due to the increased risks of fire, earthquake damage, and unpredictable power fluctuations that are consequences of the unique climatic, topographical, and geological conditions of the County/District. These factors also complicate response times, water needs and availability, and access.
1207.9.4, 1207.9.5	Climatic, Geological, and Topographical	Addresses special installations of battery energy storage systems (ESS), including those on rooftops and in parking garages. Necessary due to the increased risks of fire, earthquake damage, and unpredictable power fluctuations that are consequences of the unique climatic, topographical, and geological conditions of the County/District. These factors also complicate response times, water needs and availability, and access.
Table 1207.10, 1207.10.6, 1207.10.7.2, 1207.10.7.3, 1207.10.7.6	Climatic, Geological, and Topographical	Addresses mobile versions of electrical energy storage system (ESS) installations. Necessary due to the increased risks of fire, earthquake damage, and unpredictable power fluctuations that are consequences of the unique climatic, topographical, and geological conditions of the County/District. These factors also complicate response times, water needs and availability, and access.
1207.11, 1207.11.1, 1207.11.2.1, 1207.11.3, 1207.11.3.1, 1207.11.4, 1207.11.5.1, 1207.11.6, 1207.11.7, 1207.11.7.1, Figure 1207.11.7.1, 1207.11.7.2, 1207.11.7.3, 1207.11.7.4, 1207.11.7.4.1,	Climatic, Geological, and Topographical	Addresses installations of battery energy storage systems in Group R-3 and R-4 occupancies. Maintains and clarifies standing requirements in the jurisdiction in order to maintain minimum levels of safety regarding explosion, fire, and toxic gas hazards, both for the property in question and that of neighboring properties. Necessary due to the increased risks of fire, earthquake damage, and unpredictable power fluctuations that are consequences of the unique climatic, topographical, and geological conditions of the County/District. These factors also complicate response times, responding resources, water needs and availability, and access.

1207.11.7.4.2, 1207.11.8		
2007.9 – Emergency Helicopter Landing Facility (EHLF), 2007.9.1	Climatic and Topographical	Provides for public safety by an evacuation/landing area on high-rise buildings and the maintenance thereof. Necessary due to large number of high-rise buildings in the County/District and difficulty in evacuating high-rise buildings, and getting resources thereto, in case of fire or other emergency.
2007.10 – Ground-based helicopter facilities, 2007.10.1 – Surface	Climatic, Geological, and Topographical	Provides design standards for helistops and heliports, primarily for establishment in fire hazard severity zones, to enable helicopters and associated water tenders and support equipment to safely operate to conduct operations to combat fires and render other services in those areas. Necessary because of increased danger of fire in the County/District due to hot and windy conditions and topography that hinders the ability for fire apparatus to gain access to remote portions of the County/District. Further necessary due to the increased risks of earthquake damage that complicate response times, water needs and availability, and access.
2007.10.2 – Hydrant	Climatic; Topographical	Requires a hydrant next to helistops and heliports, especially in fire hazard severity zones, to enable helicopters to fill their tanks to facilitate water drops on wildland fires in those areas, and for response to aviation accidents. Necessary because of increased danger of fire in the County/District due to hot and windy conditions and topography that hinders the ability for fire apparatus to gain access to remote portions of the County/District.
2007.10.3 – Access	Climatic; Topographical	Adopts requirements for fire apparatus access to helistops and heliports, especially in fire hazard severity zones, to enable support equipment and apparatus associated with helicopter operations to combat fires and render other services in those areas. Necessary because of increased danger of fire in the County/District due to hot and windy conditions and topography that hinders the ability for fire apparatus to gain access to remote portions of the County/District.

2007.11 – Maintenance, 2007.11.1 – Fire Department permit required	Climatic, Geological, and Topographical	Requires maintenance of the safe and necessary functionality of a new or existing helicopter facility intended to some extent for emergency Fire Department use. Where such functionality or availability is impaired, a permit and/or notification is required. Necessary because of increased danger of fire in the County/District due to hot and windy conditions; and both topography and seismic geological activity that hinders the ability for fire apparatus to gain access to portions of the County/District, including for patient care.
2203.3 – Dust-collection systems	Climatic, Geological, and Topographical	Clarifies applicability of this provision, corrects reference error by the State, and maintains the required interlock provision. Necessary due to the increased risks of fire, earthquake damage, and unpredictable power fluctuations that are consequences of the unique climatic, topographical, and geological conditions of the County/District. These factors also complicate response times, water needs and availability, and access.
2203.4.2 – Static electricity	Climatic, Geological, and Topographical	Maintains the requirement for permanent grounding or bonding in accordance with approved standards. Necessary due to the increased risks of fire, earthquake damage, and unpredictable power fluctuations that are consequences of the unique climatic, topographical, and geological conditions of the County/District. These factors also complicate response times, water needs and availability, and access.
2404.4 – Fire protection	Climatic	Provides for spray booths to be equipped with automatic fire sprinklers. Necessary because of increased danger of fire in the County/District due to hot and windy conditions.
2504.6, 2507.2 – Fruit and crop-ripening	Climatic and Geological	Provides requirements for fruit and crop ripening operations to prevent ignition of ethylene gas and reduce risk of fire and explosion. Necessary because of increased danger of fire in the County/District due to hot and windy conditions and to reduce risk of fires and explosion from earthquakes.
3104.5 – Helicopter	Climatic, Geological, and	Provides notice within the section concerning tents and temporary membrane structures that

landing facilities	Topographical	consideration must be given to nearby helicopter landing facilities so as not to interfere with their safe and necessary functionality. Necessary because of increased danger of fire in the County/District due to hot and windy conditions; and both topography and seismic geological activity that hinders the ability for ground-based fire apparatus to gain access to portions of the County/District, including for patient care.
3107.15.2.1 – Quantity limit	Climatic, Geological, and Topographical	Harmonizes the code by providing reference to the related section of the code. Necessary because of increased danger of fire in the County/District due to hot and windy conditions; and both topography and seismic geological activity that hinders the ability for ground-based fire apparatus to gain access to portions of the County/District, including for patient care.
3107.18 – Combustible vegetation	Climatic and Topographic	Increased clearance requirements for combustible vegetation near tents and membrane structures. Necessary to increase fire and life safety around such structures and to create defensible space. Necessary because of fire risk due to climate and unique topography of the County/District.
Table 3206.2	Climatic and Geological	Removes an exception for smoke and heat removal in high-piled combustible storage. Necessary because of unique climatic conditions that increase the risk of fires. Further necessary because risk of fire is increased due to the prevalence of earthquakes in the County/District.
3305.5.2.1 – Duties	Climatic, Geological, and Topographical	Harmonizes this new provision to the other longstanding requirements for fire watch within the code. Necessary because of increased danger of fire in the County/District due to hot and windy conditions; and both topography and seismic geological activity that hinders the ability for ground-based fire apparatus to gain access to portions of the County/District, including for patient care.
3505.9 – Flashback prevention	Geological	Requires protective devices to be installed on fuel gas and oxygen lines to increase safety and reduce risk of explosion and fire. Necessary because risk of leaks or tank failure is increased due to the prevalence of earthquakes in the County/District.

4801.3 – Definitions	Climatic, Geological, and Topographical	Clarifies the interpretation of the code for the code user. Necessary because of increased danger of fire in the County/District due to hot and windy conditions; and both topography and seismic geological activity that hinders the ability for ground-based fire apparatus to gain access to portions of the County/District, including for patient care.
4902.1 – General	Climatic, Geological, and Topographical	Provides definitions by which to clarify the interpretation of the code for the code user. Necessary because of increased danger of fire in the County/District due to hot and windy conditions; and both topography and seismic geological activity that hinders the ability for ground-based fire apparatus to gain access to portions of the County/District, including for patient care.
4906.2 – Application	Climatic, Geological, and Topographical	Serves to clarify the interpretation of the code for the code user. Necessary because of increased danger of fire in the County/District due to hot and windy conditions; and both topography and seismic geological activity that hinders the ability for ground-based fire apparatus to gain access to portions of the County/District, including for patient care.
4906.3 – Landscape Plans, 4906.3.1 – Contents	Climatic, Geological, and Topographical	Original content is being moved to become subsections of 4906.3, and these sections are being utilized to explain the administrative procedures for fuel modification plans in fire hazard severity zones within the jurisdiction. Necessary because of increased danger of fire in the County/District due to hot and windy conditions; and both topography and seismic geological activity that hinders the ability for ground-based fire apparatus to gain access to portions of the County/District, including for patient care.
4906.3.2 – Penalties, 4906.3.3 – Appeals, 4906.3.4 Fuel modification plan review fee schedule	Administrative	Provide administrative procedures regarding the fuel modification plan process.

4906.3.5, 4906.3.5.1, 4906.4, 4906.4.1, 4906.4.2, 4906.4.2.1	Administrative	Renumbering of code sections for harmonization with longstanding local provisions within which these processes (newly described by new State language) have and will continue to take place.
4907.3 – Requirements	Administrative	Provides reference to other applicable codes; declaratory of existing law.
4907.3 – Requirements	Climatic and Topographical	Local amendment providing notice of preexisting requirement that defensible space shall also comply with vegetation clearance requirements elsewhere in the Fire Code (e.g., for LPG tanks, PV, and ESS), as well as specifically within Chapter 3 of this code. Necessary due to the unique climate and topography of the County/District to reduce risk of fire and to minimize impacts of fire in Fire Hazard Severity Zone.
5003.11.3.8 – Floors	Climatic and Geological	Creates requirements for floors in buildings where hazardous materials are used or stored. Necessary to increase fire and life safety and to minimize fire danger from hazardous materials. Necessary because risk of fire and spillage of hazardous materials is increased due to the prevalence of earthquakes in the County/District.
5704.2.8.3 – Secondary containment	Geological	Requires secondary containment of flammable and combustible liquids that are necessary to increase fire and life safety and to prevent fires involving flammable and combustible liquids from spreading. Necessary because risk of leaks or tank failure is increased due to the prevalence of earthquakes in the County/District.
5704.2.8.16.1 – System requirements	Climatic and Geological	Requires foam deluge system. Necessary because of increased danger of fire in the County/District due to climatic conditions and because risk of leaks or tank failure is increased due to the prevalence of earthquakes in the County/District.

5704.2.9.1.1 – Required foam fire protection systems	Geological and Climatic	Requires all existing aboveground tanks exceeding 1,500 square feet of liquid surface area used for the storage of Class I or Class II flammable liquids to be provided with foam fire protection. Necessary because of increased danger of fire in the County/District due to climatic conditions and because risk of leaks or tank failure is increased due to the prevalence of earthquakes in the County/District.
5704.2.9.6.1.3 – Location of tanks for boil over liquids	Geological and Climatic	Provides for additional spacing between tanks to reduce fire danger and help prevent fire from spreading to adjacent tanks. Necessary because of increased danger of fire in the County/District due to climatic conditions and because risk of leaks or tank failure is increased due to the prevalence of earthquakes in the County/District.
5704.3.7.6 – Construction	Geological and Climatic	Construction and fire access requirements for liquid storage rooms. Necessary because of increased danger of fire in the County/District due to climatic conditions and because risk of explosion or container failure is increased due to the prevalence of earthquakes in the County/District.
5706.5.1.1 – Location	Geological and Climatic	Provides increased distances for bulk transfer and process transfer operations so that they are farther away from the public and other buildings. Necessary because of increased danger of fire in the County/District due to climatic conditions and because risk of leaks or tank failure is increased due to the prevalence of earthquakes in the County/District.
5706.5.1.19 – Liquid transfer	Geological and Climatic	Class I, II, or III liquids shall be transferred from a tank vehicle or tank car only into an approved atmospheric tank or approved portable tank. Necessary because of increased danger of fire in the County/District due to climatic conditions and because risk of leaks or tank failure is increased due to the prevalence of earthquakes in the County/District.

6104.4 – Multiple LP-gas container installations	Geological and Climatic	Requirements for LP-gas storage tank distances. Necessary because of increased danger of fire in the County/District due to climatic conditions and because risk of leaks or tank failure is increased due to the prevalence of earthquakes in the County/District.
Chapter 81 – Automobile wrecking yards 8104 – Fire apparatus access roads 8106 – Housekeeping 8108 – Tires 8110.4 – Batteries	Climatic, Geological, and Topographical	Creates requirements for fire access roads and storage requirements for tire storage in automobile wrecking yards to enable fire apparatus and fire fighters to gain access to fight fires and respond to emergencies. Necessary due to the increased risks of fire, earthquake damage, and unpredictable power fluctuations that are consequences of the unique climatic, topographical, and geological conditions of the County/District. These factors also complicate response times, water needs and availability, and access.
Chapter 82 – Infractions	Administrative	Lists the violations deemed to be infractions rather than the standard misdemeanor required by the provisions of Chapter 1.
Chapter 83 – Consolidated Fire Protection District Of Los Angeles County Fire Code	Administrative	Declaration of this code as the Fire Code for the Consolidated Fire Protection District of Los Angeles County (“District”).
Appendix B, Section B105.1 – One- and two-family dwellings, Group R-3 and R-4 buildings and townhouses	Topographical and Climatic	Provides for increased minimum fire-flow in fire hazard severity zones to allow for more water to be available to fight fires. Necessary because of increased danger of fire in the County/District due to climatic and topographical conditions.
Appendix B, Section B105.5 – Land subdivision projects	Topographical and Climatic	Provides for increased fire-flow for subdivisions of certain undeveloped land due to the undetermined building size and type of construction to allow for sufficient water to be available to fight fires. Necessary because of increased danger of fire in the County/District due to climatic and topographical conditions.

Appendix C, Section C102.2 – Location on street	Topographical and Climatic	Provides for hydrant spacing on streets to ensure hydrants are accessible to fire fighters. Necessary because of increased danger of fire in the County/District due to climatic and topographical conditions.
Appendix C, Section C105.2 – One- and two-family dwellings, and Group R-3 buildings	Topographical and Climatic	Provides for hydrant spacing to ensure that water is available to fight fires. Necessary because of increased danger of fire in the County/District due to climatic and topographical conditions.
Appendix C, Section C105.3 - Buildings other than one- and two-family dwellings, and Group R-3 buildings	Topographical and Climatic	Provides for hydrant spacing for buildings other than one- and two-family dwellings, and Group R-3 buildings to ensure that there is adequate water supply available to fight fires. Necessary because of increased danger of fire in the County/District due to climatic and topographical conditions.
Appendix C, Section C105.4 – Cul-de-sac hydrant location	Topographical and Climatic	Provides for hydrant spacing for cul-de-sacs to ensure that there is adequate water supply available to fight fires. Necessary because of increased danger of fire in the County/District due to climatic and topographical conditions.
Appendix C, Section C106 - On-site hydrants	Topographical and Climatic	Provides requirements for on-site hydrants to ensure that there is adequate water supply available to fight fires. Necessary because of increased danger of fire in the County/District due to climatic and topographical conditions.
Appendix O, Section O103 – General requirements	Topographical, Geographic, and Climatic	Provides various design and location requirements for temporary haunted houses, ghost walks, and similar amusement uses where the means of egress are not apparent due to decorative materials, confusing sounds, and/or visual effects. Necessary because of increased danger of fire in the County/District due to climatic and topographical conditions and the prevalence of earthquakes in the County/District.
Appendix PP – Local Agency Very High Fire	Administrative	Portion of ordinance serving to fulfill the Statutory requirements of the County/District per California Government Code Sections 51175 through

Hazard Severity Zones		51189. Recognizes the authorities of the State to impose Fire Hazard Severity Zone designations and of individual cities to expand upon them within the parameters defined by State statute. Also serves to define the "Malibu–Santa Monica Mountains Area" and the "San Gabriel Mountains South face Area" for the sprinkler provisions therein, as described in Chapter 9.
Appendix QQ – Los Angeles County Fire-Code Fee Schedule	Administrative	Provides the code user with the Fire Department fee schedule, specifically for the services provided by the Fire Department in accordance with the Fire Code.
Appendix RR – Rifle Range	Topographical and Climatic	Provides the basic fire- and life-safety requirements for the operation of rifle ranges. Necessary because of increased danger of fire in the County/District due to climatic and topographical conditions.

Agenda Item No.: 13.B
Mtg. Date: 06/26/2023

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

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

THRU: **DAVID H. READY**

SUBJECT: **CONSIDERATION OF PARTICIPATING IN A CATALYTIC CONVERTER ETCHING EVENT IN COLLABORATION WITH THE LOS ANGELES COUNTY SHERIFF'S DEPARTMENT, THE CITY OF ROLLING HILLS ESTATES AND THE CITY OF RANCHO PALOS VERDES ON JULY 29, 2023**

DATE: **June 26, 2023**

BACKGROUND:
In recent years the theft of catalytic converters has grown considerably both nationwide and locally. Catalytic converters have become a hot commodity for thieves because of their value, relative ease to steal (unbolt or cut out), and lack of identifying markings. The lack of identification makes it hard to identify victims and successfully apprehend and prosecute criminals. Thieves take stolen catalytic converters to metal recyclers. The recyclers will pay up to $250 per converter for the precious metals inside them. Victims, however, will pay an average of $1000 (or their deductible) to replace it.

While any vehicle manufactured after 1974 can be considered a target for catalytic converter thieves, the most targeted vehicles are typically:

- **Trucks and SUV's** - Because trucks and SUVs are higher off the ground, thieves do not need to jack the vehicle up to slide underneath and remove the catalytic converter.
- **Light vehicles** - Lighter vehicles, such as the Toyota Prius are a target vehicle because they can be quickly jacked up off the ground to remove the catalytic converter.
- **Catalytic converter thieves are very quick** - some have been known to steal a catalytic converter in less than two minutes. Some of the most common places that they target vehicles are:
    - **Driveways or Streets** - Catalytic converter thieves will target vehicles parked on driveways or streets, especially at night and if the driveways or street is not lit since there is less chance that they will be seen.
    - **Auto Dealer Lots** - Auto dealer lots are targets, especially at night when thieves may target lots of vehicles in a short period of time. Some lots have reported

having as many as 20 catalytic converters stolen in one night.
- **Parking Lots** - Large parking lots may also be targets for catalytic converter thieves. Catalytic converter thieves have been known to steal catalytic converters during the day at these locations. A look out will stand watch while another person steals the catalytic converter from the vehicle.

DISCUSSION:
As a result, many local jurisdictions have hosted etching events in collaboration with their local Police Departments or the Los Angeles County Sheriff's Department (LACSD.) The City of Rancho Palos Verdes has proposed hosting an etching event at their City Hall location for the residents of Rolling Hills, Rolling Hills Estates and Rancho Palos Verdes on Saturday, July 29, 2023 from 9am to 1pm.

Rancho Palos Verdes has confirmed the following information in coordination with the LACSD and a Torrance Auto Shop:

- Host location- Ken Dyda Civic Center Parking Lot 30940 Hawthorne Blvd., RPV - Overflow lot
- LACSD will provide the Core Deputies to check registration on the cars.
- LACSD will provide explorers to assist with directing vehicles and people at the location.
- Appointment registration is not required.
- Event time: 9am-1pm
- Etcher: 8:30am-1:00pm
- Participants must be residents of RPV, RHE, or RH only
- Event day staffing/setup will be a coordinated effort between the three cities

The cost for the etching service is $1,100 for 4 etchers and would be split evenly amongst the participating city organizations if approved.

FISCAL IMPACT:
The cost for this event would be $366.67. There are available funds for the FY 23/24 public safety budget in 01-25-833 or in 01-01-776 Misc. Expenses

RECOMMENDATION:
Provide direction to staff.

ATTACHMENTS:

City of Rolling Hills INCORPORATED JANUARY 24, 1957

Agenda Item No.: 14.A
Mtg. Date: 06/26/2023

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

FROM: **ELAINE JENG,**

THRU: **DAVID H. READY**

SUBJECT: **DISCUSS SOUTHBAY CITIES COUNCIL OF GOVERNMENT (SBCCOG) MEMBERSHIP DUES (MAYOR WILSON)**

DATE: **June 26, 2023**

BACKGROUND:
None.

DISCUSSION:
None.

FISCAL IMPACT:
None.

RECOMMENDATION:
Receive a report from Mayor Pat Wilson and provide direction to staff.

ATTACHMENTS:
CL_AGN_230626_CC_SBCCOG_FY23-24_DuesInvoice.pdf

SOUTH BAY CITIES
COUNCIL OF GOVERNMENTS

2355 Crenshaw Blvd., #125
Torrance, CA 90501
(310) 371-7222
sbccog@southbaycities.org
www.southbaycities.org

FY 2023-2024 MEMBERSHIP DUES INVOICE

May 19, 2023

Christian Horvath, Assistant to the City Manager
City of Rolling Hills
2 Portuguese Bend Road
Rolling Hills, CA 90274

The South Bay Cities Council of Governments (SBCCOG) is pleased to report another successful year working with our member cities and the county to help advance important programs while assisting cities and program funders in meeting their goals and continuing to recover from the effects of the pandemic.

We are continuing to include the special assessment for a regional planner to work with cities on land use issues. There has been very positive feedback from the Board and the Community Development Directors on the work we are doing through this position.

City of Rolling Hills Membership Dues - Fiscal Year 2023-2024		$6,817
Special Assessment for Regional Planner		$2,000
	TOTAL AMOUNT DUE:	**$8,817**

Mail check payable to:
South Bay Cities Council of Governments
2355 Crenshaw Blvd., Suite 125
Torrance, California 90501

Agenda Item No.: 14.B
Mtg. Date: 06/26/2023

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

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

THRU: **DAVID H. READY**

SUBJECT: **RECEIVE AND FILE INFORMATION ON THE PALOS VERDES ESTATES FOUNDATION; AND DISCUSS ESTABLISHING A SIMILAR FOUNDATION FOR ROLLING HILLS (MAYOR PRO TEM MIRSCH)**

DATE: **June 26, 2023**

BACKGROUND:
In late 2022, staff attended a conference and was educated on the Palos Verdes Estates Foundation, its mission to support projects for the City of Palos Verdes Estates, and the foundation's funding sources.

In light of the anticipated budget deficit for the next fiscal year, in March 2023, staff followed up with the Palos Verdes Foundation to learn more about the financial support for municipal projects.

Separately, Mayor Pat Wilson and Mayor Pro Tem Leah Mirsch expressed interest in a foundation for Rolling Hills. City staff arranged for Mayor Wilson and Mayor Pro Tem Mirsch to meet with three members of the Palos Verdes Estates Foundation on Friday, March 10, 2023.

DISCUSSION:
Since the March 2023 meeting, Mayor Wilson and Mayor Pro Tem Mirsch have continued discussions with the Palos Verdes Estates Foundation as private citizens.

Mayor Pro Tem Mirsch requested an agenda item for the June 12, 2023 City Council meeting to discuss a potential foundation for the City of Rolling Hills.

FISCAL IMPACT:
None.

RECOMMENDATION:
Receive and file a report by Mayor Pro Tem Leah Mirsch and discuss.

ATTACHMENTS:
CL_AGN_230626_CC_Foundation_Prelim_Report.pdf

TO: ROLLING HILLS CITY COUNCIL

FROM: MAYOR PAT WILSON AND M.P.T. LEAH MIRSCH

SUBJECT: CONSIDERATION OF ESTABLISHMENT OF A CHARITABLE FOUNDATION TO SUPPORT CITY PROJECTS

DATE: JUNE 26, 2023

BACKGROUND

In order to support and fund community projects that are beyond their resources, many cities have established Nonprofit Charitable Foundations. These foundations are classified under IRS rules as 501c3 corporations, and allow donations made to the corporation to be tax-deductable.

The other 3 peninsula cities each have a charitable foundation of their own. RHE's Pepper Tree Foundation was established in 1982, PVE's Palos Verdes Foundation was established in 2020, and most recently, RPV formed the RPV Community Foundation earlier this year. Although the purpose or mission statements for each of these entities may vary slightly, the common threads are community enhancements - including beautification and preservation efforts-, safety projects, protection of open spaces, and providing recreational and educational opportunities.

Members of our community have expressed interest in establishing a similar type of foundation for Rolling Hills. As private citizens, not on behalf of the council, Pat Wilson and Leah Mirsch have engaged with other councilmembers and private residents involved with each of the above referenced organizations to learn more about what is involved, practicality for our city, legal and accounting issues, structure and governance , etc.

The purpose of this report is to share preliminary information, at a very high level, of what we've gathered so far, and determine if the council has interest in pursuing this issue as a city-supported effort.

GOVERNANCE AND STRUCTURE

There are basically 3 types of structures and composition of the foundation's governing body:

1. The Board of Directors (governing body) is comprised entirely of the members of the city council.
2. The Board is comprised of private residents, with the exception of 1 or 2 members of the council.
3. The Board is comprised entirely of private residents.

RHE and RPV are organized under Option 1, with the council serving as the foundation's board, while PVE is structured with 1 member of the council (who was the founder and current president)serving on the board, and all other directors are private residents. Each of the structures have benefits and limitations, which can be discussed in further detail should the council wish to pursue this matter, but it is important to recognize that there is much interaction required between the council, city and the foundation – acceptance of gifts, work on public properties, etc. normally require council approval, and in some cases meet certain criteria.

There are also very strict legal and accounting requirements to establish and maintain the 501c3 designation, including government reporting requirements, legal support, tax preparation, audits, administrative support, etc. These requirements cost money, are very time-consuming, and are often best handled by specialists in the area of charitable foundations.

EXPLORATION OF OTHER OPPORTUNITIES

In discussions with representatives from the Palos Verdes Foundation (PVE), the members raised the possibility that for a fee there may be a path for Rolling Hills to establish a <u>separate</u> foundation for our city that would be under their

organization. They explained that the administrative cost to operate their foundation is about 15 cents on the dollar, and suggested that if we joined them they would provide the administrative support for a management fee of 15% of funds collected to our separate foundation. We held a subsequent meeting with the board president and their attorney to further define the practicality and challenges of such an affiliation, and identified issues that would need further development, including the specific provisions that our residents could donate to a separate designated fund, and expenditures from that fund would be approved by directors representing Rolling Hills.

If it could be worked out, Rolling Hills could benefit from PVE foundation's established structure (including staff support), enabling us to become operational much more quickly. The fee is high, and we suggest to research and compare it to administrative costs for Pepper Tree (RPV has not been established long enough to have relevant data) to determine cost/benefit analysis. We advised PV Foundation we would be reaching out to council and the community to determine interest and would advise them if we wished to explore this possibility further.

FISCAL IMPACT
Unknown at this time.

SUMMARY
Establishment of a Charitable Foundation could provide the city with an additional funding source for projects/items that are beyond their financial resources. It would also provide opportunities for residents to support specific projects or purchases that may appeal to them, and give them an increased feeling of involvement and/or control of expenditures.

This report has provided a very brief overview of the issue, but leadership, resources and effort will be required to move forward. The first group of items to be addressed includes:

1. Gathering more information and providing cost /benefit analysis, and additional requirements of establishing and maintaining a charitable foundation
2. Determining level of interest within the community
3. Determine governing structure and consideration of affiliation with PVE's Peninsula Foundation
4. Identifying and recruiting a core group of volunteers to work on the issue and engage with the community
5. Fundraising strategies
6. Explore possible opportunities to partner with the Rolling Hills Community Association
7. Continued report –outs and recommendations for council's consideration

RECOMMENDATIONS
We believe this is an idea worth pursuing.

We recommend the council consider the information in the report and agree to take a leadership role in further exploration of the benefits, requirements, practicality and costs associated with the formation of a Charitable Foundation.

To facilitate the effort, we recommend that the council form an ad hoc committee, with Mayor Wilson and M.P.T . Mirsch as its members, and provide direction to the committee. The committee would report back to council at specified intervals (suggest every 2 months) and receive further direction after each report-out.

We are available to answer any questions. Thank you for your consideration

Agenda Item No.: 14.C
Mtg. Date: 06/26/2023

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

FROM: **ELAINE JENG,**

THRU: **DAVID H. READY**

SUBJECT: **CONSIDER PROVISION IN THE CIVILIAN OVERSIGHT COMMIITTEE RECOMMENDATION MANDATING AUTOMATIC REASSIGNMENT OF SHERIFF'S DEPARTMENT PATROL PERSONNEL EVERY FIVE YEARS AND PROVIDE DIRECTION TO STAFF (MAYOR PRO TEM LEAH MIRSCH, AND COUNCILMEMBER BEA DIERINGER)**

DATE: **June 26, 2023**

BACKGROUND:
On January 12, 2016, the Los Angeles County Board of Supervisors voted to implement a Sheriff Civilian Oversight Commission (COC) with the mission to improve public transparency and accountability with respect to the Los Angeles County Sheriff's Department.

In November 2021, the Sheriff COC directed the Chair of the Commission to engage pro bono Special Counsel to assist the Commission to investigate the existence and activities of problematic deputy groups, often referred to as "deputy gangs" or "cliques," within the Los Angeles County Sheriff's Department. In February, the Commission released their report (Attachment B). The comprehensive report provides a series of recommendations for the Sheriff's Department to consider. One recommendation, "Re-Deployment and Rotations" outlined as item V, subsection C in the report, suggests that the Sheriff's Department involuntarily rotate patrol deputies every five years, as a tactic to avoid the formation of deputy cliques or gangs.

DISCUSSION:
Separately, Mayor Pro Tem Leah Mirsch, and Councilmember Bea Dieringer requested staff to discuss this item at the June 26, 2023 City Council meeting.

Rolling Hills contracts with the Los Angeles County Sheriff's Department for law enforcement, along with Rolling Hills Estates and Rancho Palos Verdes via a shared contract.

The City and neighboring jurisdictions have worked extensively over the last several years with the Lomita Sheriff Station personnel in emergency preparedness planning and with great emphasis on wildfire response planning/training.

The City spends a considerable amount of time developing relationships with station personnel as they serve as community resources in public safety, crime prevention, and neighborhood preservation. Additionally, local station personnel fosters connections with the community to provide excellent community-based policing. The mandate to reassign patrol personnel would impact these ongoing efforts.

The Association of L.A. County Sheriffs (ALADS) is requesting contract cities to contact Supervisor Hahn and request that a provision in the recent COC's recommendations mandating automatic reassignment of patrol personnel every 5 years be reconsidered. A draft letter of opposition supplied by ALADS is attached.

It should be noted that the City of Rolling Hills would not be taking a position on the remaining sections of the COC's recommendations.

FISCAL IMPACT:
None.

RECOMMENDATION:
Review provision and provide direction to staff.

ATTACHMENTS:
CL_AGN_230626_CC_CivilianOversightCommission_Recommendations_DeputyGangsRepor
CL_AGN_230626_CC_ALADS_DraftLetterForCitiesOpposing_COC_RotationRec.pdf

REPORT AND RECOMMENDATIONS OF THE SPECIAL COUNSEL TO SHERIFF CIVILIAN OVERSIGHT COMMISSION REGARDING DEPUTY GANGS AND DEPUTY CLIQUES IN THE LOS ANGELES COUNTY SHERIFF'S DEPARTMENT

February 2023

Sheriff Civilian Oversight Commission

COMMISSIONERS

Sean Kennedy, Chair	Jamon R. Hicks, Vice Chair
	Irma Hagans Cooper
James P. Harris	Hans Johnson
Luis S. Garcia	Patricia Giggans
Robert C. Bonner	Lael Rubin

Brian K. Williams, Executive Director

SPECIAL COUNSEL TO THE COMMISSION

Lead Special Counsel: Bert Deixler of Kendall Brill & Kelly Other Special Counsel included

Bart Williams and Susan L. Gutierrez of Proskauer
Ashley Bowman and Ariel Neuman of Bird Marella
Carolyn Kubota and Ellen Choi of Covington

William Forman of Winston & Strawn (on behalf of Loyola Law School Center for Juvenile Law and Policy)

L. Ashley Aull and Robyn Bacon of Munger Tolles & Olson (on behalf of Loyola Law School Center for Juvenile Law and Policy)

Naeun Rim and Sarah Moses of Manatt

Clark Brown, former General Counsel L.A. County Bar

Richard Drooyan, Consultant

Adam Dawson, lead investigator

TABLE OF CONTENTS

Page

PREFACE 1

THE EXISTENCE OF DEPUTY GANGS AND DEPUTY CLIQUES IN THE LOS ANGELES COUNTY SHERIFF'S DEPARTMENT 3

I. INTRODUCTION 3

II. INVESTIGATION 5

III. FACTUAL FINDINGS 7

A. History of Deputy Gangs and Cliques 7

B. Deputy Gangs and Deputy Cliques Currently in the Department 10

C. Obstacles to Eliminating Deputy Cliques in the Department 35

D. The Elimination of Deputy Cliques is Constitutionally Permissible 41

IV. FACTUAL FINDINGS SUMMARY 43

V. RECOMMENDATIONS TO ELIMINATE DEPUTY GANGS AND CLIQUES 44

A. LEADERSHIP AND SUPERVISION 45

B. POLICY AND TRAINING 49

C. RE-DEPLOYMENTS AND ROTATIONS 53

D. ACCOUNTABILITY 55

VI. CONCLUSION 61

PREFACE

In November 2021, the Sheriff Civilian Oversight Commission ("COC") directed the Chair of the COC to engage pro bono Special Counsel to assist the COC to investigate the existence and activities of problematic deputy groups, often referred to as "deputy gangs" or "cliques," within the Los Angeles County Sheriff's Department ("Department"). Although prior commissions have documented the existence of deputy gangs and cliques over several decades, the COC wished to determine whether such groups continued to exist and to understand their impacts on the Department, its employees, and members of the public it serves.

By March 2022, a pro bono team of Special Counsel were engaged by the County and the Loyola Law School Center for Juvenile Law and Policy, and the COC launched the investigation of deputy gangs and cliques. The investigation included interviews of numerous members and former members of the Department, and review of numerous documents, court filings, deposition transcripts, public statements by Department representatives, published reports relating to prior investigations, and numerous relevant media reports. To date, the COC has conducted seven public hearings devoted to the investigation, most of which involved the taking of witness testimony under oath pursuant to the COC's subpoena authority.

This Report and Recommendations is a result of the Special Counsel's investigation on behalf of the COC. It is in two parts: **Factual Findings**, entitled *The Existence of Deputy Gangs and Cliques in the Los Angeles County Sheriff's Department,* and **Recommendations to Rid the Department of Deputy Gangs and Cliques** that fall under four headings: Leadership/Supervision, Policy/Training, Assignments/Rotations, and Accountability.

A word about nomenclature used in this Report. Special Counsel has chosen to use the term “Deputy Gangs” when referring to deputy groups engaged in egregious conduct such as violations of law, the excessive use of force, threats to the public or Department members and to use the term “Deputy Cliques” in discussing the broader concerns that the exclusionary subgroups pose to the mission of the Department, the careers and morale of other Department members, and the public, even when their activities do not violate specific laws. The term “Deputy Cliques” has historically been understood to include Deputy Gangs and exclusionary subgroups and their problematic behavior however configured. By using this term in this report, we do not intend to minimize the harm done by these groups to the Department, to other Department personnel, and to the public. The Findings confirm such harms.

The origins of Deputy Gangs and Cliques within the Department dates back decades. They may have started with benign intentions, but history has proved that Deputy Cliques have often evolved into Deputy Gangs whose members not only use gang-like symbols but engage in gang-type and criminal behavior directed against the public and other Department members. These groups, both historically and currently, also exalt the use of excessive force against civilians, harass other deputies, and undermine the chain of command within the Department. However denominated, the existence of these groups and their impact adversely affects the mission of the Department and undermines public trust in the Department.

The Deputy Cliques addressed in this Report and several prior reports have been variously referred to as deputy “gangs,” “cliques,” “subcultures” and “secretive subgroups. ”Deputy Cliques” are Sheriff’s deputies assigned to a particular Department patrol station, bureau, unit, or location in a jail who self- associate, and identify and act as a subgroup that excludes other deputies assigned to the same station, bureau, unit,

or jail location. They identify themselves by names such as the Banditos, Executioners, Regulators, Spartans, Reapers, Rattlesnakes, Cowboys, Vikings, Wayside Whities, 3000 Boys, and 4000 Boys. Members often have matching and sometimes sequentially numbered tattoos and use language and gestures associated with street gangs. By their actions Deputy Cliques invariably evolve into Deputy Gangs.

The Factual Findings section of this Report documents the overwhelming evidence demonstrating that Deputy Gangs and Deputy Cliques, still exist and engage in harmful activities in several of the Department's patrol stations and bureaus. They victimize the Department, its members, and the public.

The Recommendations section identifies the reforms needed to eliminate Deputy Gangs and Deputy Cliques and to extinguish the culture of the Department that has permitted their existence and harmful influence within the Department for the past 50 years. The Recommendations provide an immediate call to action to the Sheriff, the Department leadership and every member of the Department. There can be no more delays!

THE EXISTENCE OF DEPUTY GANGS AND DEPUTY CLIQUES IN THE LOS ANGELES COUNTY SHERIFF'S DEPARTMENT

I. INTRODUCTION

The Department currently contains several active groups that have been, and still are, engaged in harmful, dangerous, and often illegal, behavior. Some of these groups have engaged in acts of violence, threatened acts of violence, placed fellow Deputies at risk of physical harm, engaged in acts celebrating officer involved shootings, and created a climate of physical fear and professional retribution to those who would speak publicly about the misconduct of such groups. Publicly released deputy body camera video illustrates such misconduct directed to a member of the public. For that reason, going back 30 years to the Commission led by Judge James J.

Kolts, these groups have been fairly referred to as "Deputy Gangs."

Deputy Cliques that evolve into Deputy Gangs meet the definition of "law enforcement gang" in California Penal Code Section 13670.[1] The problems they cause in the Department, however, go beyond their "gang-like" behavior. Deputy Cliques are rooted in secrecy and exclusivity. They undermine the Department's leadership and supervision, foster insubordination, and are detrimental to the morale of other deputies and staff by exercising power and decision making that is fundamentally inconsistent with the para-military, chain of command structure of law enforcement agencies such as the Department. By exercising influence ordinarily reserved for supervisors and management, such as controlling assignments, schedules, and promotions, their existence within stations, bureaus and units of the Department violates fundamental principles of professional policing. But Deputy Cliques, whether they meet the definition of "law enforcement gangs" must be eradicated as they are the seeds from which Deputy Gangs develop.

While the prior Sheriff publicly asserted that he had acted to eliminate Deputy Gangs, in fact he facilitated their continued presence by, among other things,

---

[1] Penal Code 13670 provides, in pertinent part: (2) "Law enforcement gang" means a group of peace officers within a law enforcement agency who may identify themselves by name and may be associated with an identifying symbol, including but not limited to, matching tattoos, and who engage in a pattern of on-duty behavior that intentionally violates the law or fundamental principles of professional policing, including but not limited to, excluding, harassing or discriminating against any individual based on a protected category under federal or state antidiscrimination laws, engaging in or promoting conduct that violates the rights of other employees or members of the public, violating agency policy, the persistent practice of unlawful detention or use of excessive force in circumstances where it is known to be unjustified, falsifying police reports, fabricating or destroying evidence, targeting persons for enforcement based solely on protected characteristics of those persons… and retaliation against officers who threaten or interfere with the activities of the group. Further, these groups often discriminate on the basis of gender, race and ethnicity in deciding who can become a member of the Deputy Cliques. Such workplace discrimination violates the California Fair Employment and Housing Act (FEHA) and federal anti- discrimination law.

appointing known tattooed members of Deputy Gangs and Deputy Cliques to leadership positions in the Department, permitting the revival of emblems signifying membership in such groups and repeatedly relying upon an erroneous statement of law to avoid promulgating and enforcing a policy prohibiting Deputy Gangs and Deputy Cliques in the Department. The claim that Deputy Gangs no longer exist in the Department is flatly and inarguably false. Moreover, Deputy Cliques continue to exist.

The COC Policy recommendation prohibiting **Joining and Participation in Deputy Cliques** is constitutionally permissible, and it is factually supported by the investigation and multiple interviews conducted by the COC's Special Counsel as well as the testimony given in the COC's public hearings. The COC urges Sheriff Luna to adopt a policy that prohibits deputies from being members of Deputy Cliques and thereby ending Deputy Gangs.

II. INVESTIGATION

As part of the COC's investigation, Special Counsel interviewed approximately eighty witnesses. The witnesses were current and former Deputies, Sergeants, Lieutenants, Captains, Commanders, Assistant Sheriffs, and Undersheriffs; a former Sheriff; and former law enforcement officials from other law enforcement agencies. The witnesses also included attorneys representing current and former litigants against the Department and the County and certain of the litigants themselves. Many witnesses were interviewed multiple times.

Special Counsel coordinated with, interviewed and received information from the Los Angeles County Office of Inspector General, the Los Angeles County District Attorney's Office, Loyola Law School and the Los Angeles County Public Defender's Office.

Special Counsel received and reviewed dozens of depositions and sworn

statements, and associated exhibits generated in connection with past and pending litigation involving the Department; multiple media reports; body camera footage; and extensive reports prepared by the Kolts Commission, the United States Commission on Civil Rights, the Loyola Law School Center for Juvenile Law & Policy ('Loyola Law School Report"), the Rand Corporation, the National Association of Blacks in Criminal Justice, and the Citizen's Commission on Jail Violence.

Special Counsel attended virtual briefings by the former Sheriff Alex Villanueva, and repeatedly sought to meet with the former Sheriff and his Undersheriff, Timothy Murakami. They declined to meet or to be interviewed. Each was also invited to voluntarily appear and testify publicly before the COC. The former Sheriff declined to do so unless provided in advance with the questions and any documents that would be presented. The Undersheriff declined, asserting that his physical condition precluded his testimony, but not his other duties as Undersheriff. As a result, the COC subpoenaed both the Sheriff and Undersheriff to testify. Each refused, and both are now subject to legal proceedings to enforce the subpoenas and/or to hold each in contempt.

The COC held seven public hearings in which approximately fifteen witnesses publicly testified and numerous members of the public spoke. The overwhelming majority of witnesses who testified did so pursuant to subpoena. Several witnesses would only testify anonymously, and some did so remotely, using a voice distortion device out of fear of physical or professional retaliation. Several witnesses who had agreed to testify withdrew, often the night before the proposed testimony, out of similar fears.

In addition to witnesses who testified publicly, approximately sixty other witnesses were interviewed by the Special Counsel's team. Many witnesses spoke only

after receiving assurances that they would not be identified publicly or even confidentially identified to the COC. The witnesses expressed concerns for their physical safety and the physical safety of family members, many of whom are Department employees. In addition, many witnesses insisted upon anonymity in interviews for fear of professional retribution often described as "career suicide." Some of the factual findings recited in this Report are the product of these witness interviews.

III. FACTUAL FINDINGS

A. History of Deputy Gangs and Cliques

Deputy Gangs and Deputy Cliques have existed in the Los Angeles County Sheriff's Department since at least 1973. That year, an internal Department memo dated December 5, 1973, documented the existence of a group known as the "Little Devils," and identified 38 members who bore sequentially numbered tattoos of a devil.

In 1992, the Kolts Commission's report confirmed the existence of Deputy Gangs and Deputy Cliques, including a Deputy Gang called the Vikings, in the Department. After holding evidentiary hearings in Los Angeles in 1993 and 1996, the United States Commission on Civil Rights in 1999 issued a report focusing on the violence and trauma that Deputy Gangs had inflicted on communities of color and people struggling with mental illness, and urged the LASD to take decisive action to eradicate Deputy Gangs from its ranks.

In 2012, the Citizens' Commission on Jail Violence ("CCJV") found that Deputy Cliques existed in patrol and on certain floors of Men's Central Jail ("MCJ") and that they contributed to the use of excessive force in the jail. The CCJV's report contains five pages of recommendations to address the problem.

The Loyola Law School Report documented the Department's long history of

Deputy Gangs and Deputy Cliques in 2021; and the Rand Corporation also confirmed their existence in its report titled *Understanding Subgroups Within the Los Angeles County Sheriff's Department* in 2021.

The Los Angeles County Inspector General, Max Huntsman, testified before the COC about his office's report entitled *Analysis of the Criminal Investigation of Alleged Assault by Banditos* that confirmed the involvement of the Banditos in the severe beating of non-Banditos deputies in an incident at Kennedy Hall in 2018.

As part of its investigation, the COC received and reviewed a September 13, 2004, memorandum from the then Undersheriff William T. Stonich to Sheriff Leroy Baca about efforts to address "inappropriate and potentially damaging behavior" at the Department's Century Station. Among other conclusions the memorandum reported on rumored unethical activity engaged in by Century station personnel as follows:

> "Mexican Mafia", rumored to be a small select group of deputies of Hispanic decent (*sic*). They have been accused of holding positions of influence within the station (i.e.: detective, scheduling, watch deputy and field training officer positions) and are alleged to control much of the negative behind the scenes activity such as fund raising through means of unit level extortion for non -sanctioned events, unfair or biased granting of time off requests, controlling patrol and interior work assignments, etc."

The COC also reviewed an October 1, 2007, memorandum from then Commander Willie Miller to Sheriff Baca reporting on an investigation of a group of deputies named the "Regulators" at Century Station. Among other things, the memorandum concluded that:

> "The Regulators philosophy is that if a sergeant, lieutenant, or captain was weak at Century Station they would run over them, essentially speaking, they would run the station as a subculture fraction (*sic*).

> They would not respect rank. They openly displayed the Regulators logo of the 'skull and flames' symbol on their motorcycles as well as body tattoos."

The COC also reviewed hundreds of Department documents regarding the 2012 discovery in a patrol car of a written creed for a Deputy Gang named "The Jump Out Boys." Members of the Jump Out Boys shared a common numbered tattoo that depicts a red-eyed skull wearing a bandana with the letters "O.S.S." and holding a revolver next to an ace of spades and an 8 of spades, the so called "dead man's hand" in poker. Their creed recited that members understand "when the line need (*sic*) to be crossed, and crossed back" and that they "sometimes need to do things they don't want to in order to get where they want to be." It also directed members to keep a "black book" that records the date of every deputy involved shooting that authorized each shooter to embellish his common tattoo with smoke coming out of the gun. Seven Jump Out Boys members were fired, but because there was no clear policy against joining a Deputy Gang at the time, the Civil Service Commission reinstated four of them.

It is indisputable that for nearly 50 years, Deputy Gangs and Deputy Cliques have existed within the Department and their existence and negative impacts were known to the leadership of the Department. Yet there was no sustained effort during this period to eradicate Deputy Gangs and Deputy Cliques from the Department. All prior efforts were inadequate, lost continuity and failed to eliminate Deputy Gangs and Deputy Cliques. Owing to this failure, Deputy Gangs and Deputy Cliques are embedded in the culture of the Department, either tolerated or ignored. Indeed, during the tenure of Sheriff Baca, the Undersheriff, Paul Tanaka, was a tattooed member of the Vikings. According to numerous witness interviews, former Sheriff Villanueva's Undersheriff, Tim Murakami, has a Caveman tattoo.

While law enforcement cliques are not unknown in other law enforcement

agencies, no other large law enforcement agency in the nation has allowed such cliques to exist and flourish as they have in the Department.

B. Deputy Gangs and Deputy Cliques Currently in the Department

There is at least a half dozen, and possibly more, Deputy Gangs and Deputy Cliques currently in the Department, primarily at patrol stations. They include the Executioners, the Banditos, the Regulators, the Spartans, the Gladiators, the Cowboys and the Reapers. There are reports that new Deputy Cliques are forming as members of existing Deputy Gangs and Deputy Cliques retire or otherwise leave the Department. There is some evidence indicating that Deputy Cliques are re-emerging in the Los Angeles County jails as the 4000 Boys.

Merely transferring members of Deputy Gangs or Deputy Cliques has not proved particularly effective. After the CCJV's 2012 findings confirmed the existence of the 2000 and 3000 Boys on the second and third floor of MCJ, many of these deputies were transferred out of the jail to patrol. Many of the 3000 Boys sought assignments to Compton Station and became Executioners; many 2000 Boys sought assignment to Century Station and became Spartans. As discussed below, transfers or rotation of deputies must be much more intentional to avoid aggregating in a new location deputies involved in, or susceptible to influence by, Deputy Gangs or Deputy Cliques.

All the Deputy Cliques share harmful characteristics. While not all Deputy Cliques engage in identical unprofessional conduct, most share at least some of the following characteristics, and they have done and continue to do certain acts of unprofessional and dangerous policing. Deputy Cliques run the stations or units where they exist, as opposed to the sergeants, lieutenants and the captain who are charged with the duty to run the station; exercise influence over and often decide assignments and shifts, training, and overtime; exclude deputies from the Deputy Cliques, often based on race,

ethnicity or gender; intimidate deputies that are not part of the Deputy Cliques; give orders not to provide backup to disfavored deputies who are not members of the Deputy Cliques; order work slowdowns if management of a station attempts to rein them in; encourage a "we-they" attitude, not just between them and the public, but with other deputies within the station; operate in secrecy; lie in reports to protect each other; and threaten the public with use of excessive force without justification and belittle deputies unwilling to engage in such acts. Most troubling, they create rituals that valorize violence, such as recording all deputy involved shootings in an official book, celebrating with "shooting parties," and authorizing deputies who have shot a community member to add embellishments to their common gang tattoos.

Typically, to be invited to become a member of a Deputy Gang or Deputy Clique, a deputy must demonstrate "toughness" that is frequently associated with use of excessive force or other forms of unconstitutional policing. Often the euphemistic term "peer leader" is used to describe the members.

Deputy Gangs and Deputy Cliques also have used and continue to use assaultive behavior against fellow deputies who do not belong to their groups as a show of power and influence. Certain of these altercations have led to public exposure in the media. The COC investigation uncovered other incidents including threatened use of weapons by deputies upon other deputies.

The pernicious effects of these groups go well beyond assaulting other deputies. Recent publicly released body camera footage of a deputy threatening to shoot a man in a parked car without any evidence of wrongdoing illustrated in real time gang behavior characteristic of Deputy Gangs and Deputy Cliques interacting with the public served.

Not all members of Deputy Cliques engage in acts of misconduct. Even those

members who do not engage in misconduct, however, contribute to the unprofessional influence of Deputy Cliques and their negative impact on the Department and on other deputies. Deputy Cliques have and continue to do great damage to the reputation of the Department, and the public hearings demonstrated that they have unquestionably destroyed trust between the Department and the public it serves.

Membership in a Deputy Gang or Deputy Clique is a liability for the County. One of the essential job qualifications of a deputy sheriff is the ability to testify credibly in a court of law. Deputies who belong to Deputy Gangs and Deputy Cliques that value loyalty to their members over their commitment to the Department and the public are likely to be disbelieved when their conduct is at issue. As Lieutenant Eric Strong, a 22-year member of the Department, put it, "If you are a member of a law enforcement gang, you cannot be trusted, you cannot be relied upon, your credibility is lacking." Under the principles set forth by the United States Supreme Court in *Brady v. Maryland*, such information that bears on the credibility of prosecution witnesses must be disclosed by the prosecution to the defense in criminal cases and is likely discoverable in civil lawsuits.

Deputies sued in civil lawsuits arising from the alleged use of excessive force cost the taxpayers of Los Angeles County tens of millions of dollars in judgments and settlements. It has been estimated that the additional cost to the County in these cases is upwards of $55 million. That number can only rise based upon pending and newly filed lawsuits and administrative claims. In addition to judgments and settlements, the County incurs seven-figure legal bills from outside litigation counsel hired by and paid for by the County to defend the misconduct of Deputy Gangs and Deputy Cliques.

Set forth below is some of the evidence developed by Special Counsel during the

COC's investigation of Deputy Gangs and Deputy Cliques.

1. Compton Station

Lieutenant Larry Waldie testified before the COC that he was a tattooed member of a deputy group known as the "Gladiators." He obtained the tattoo during his initial tour of duty at Compton Station and that another group known as the "Executioners" subsequently ran aspects of that station. Waldie said that Compton was a "fast station," and it was considered a desirable post for deputies wanting exposure to incidents of crime requiring active law enforcement.

Waldie testified that many of the Executioners had served on the 3000 floor at MCJ. The CCJV noted the existence of the "3000 Boys" at MCJ and recommended that the it be disbanded. It appears, however, that many of the "3000 boys" transferred to Compton Station and formed or joined the Executioners. A witness who worked at MCJ and who insisted on anonymity for fear of reprisal, reported that a new version of the "3000 Boys" operating on the 4000 floor and calling itself the "4000 Boys" currently operates at MCJ.

Another witness currently assigned to the Compton Station disclosed that deputies who had worked on the 3000 floor at MCJ received preferential treatment at Compton. The witness reported being ridiculed based upon gender and race by the scheduling deputy, Jaime Juarez, an Executioner, and that Executioner members regularly discriminated against and ridiculed women.

Waldie testified that Deputy Juarez was the "shot caller" during Waldie's tenure at Compton Station. The Commission received evidence that Juarez participated in four officer involved shootings. Juarez was subsequently removed from patrol, and interacting with the public during Sheriff McDonnell's tenure, but was returned to patrol after Sheriff Villanueva took office. Waldie identified Deputies Ruiz,

Cuevas, Barajas, Ingersoll, Raisa and Ruben as Executioners. Waldie stated that based upon his observations Executioner membership apparently excluded females and African Americans.

The Commission received a photograph of Deputy Juarez' truck which depicted an Executioner emblem on a flag. In a deposition in civil litigation brought by Waldie, Deputy Juarez admitted that he had attended approximately seven "inking parties." He confirmed that Deputies Barajas, Ingersoll, Bray, Jimenez, and Reese attended Executioner inking parties as well. According to Juarez, Ingersoll was the last Executioner to receive an Executioner tattoo.

The Commission also received a photograph of a tattoo of a skeleton holding an automatic rifle on the calf of Deputy Aldama, a self-acknowledged Executioner. Other evidence indicates that, much like the Mafia, there are "made" members of Deputy Gangs and Deputy Cliques who are entitled to wear the tattoo associated with the group. The tattoos typically exalt the use of excessive force and are entirely unprofessional.

Deputy Aldama, and his partner, Mizrain Orrego, were named as defendants in two separate shootings of community members, Sheldon Lockett and Donta Taylor. In each instance the deputies claimed that the victims had guns. In neither case was a gun located and much evidence suggested that in fact neither had guns. The County settled both cases with the families of the deceased for a total amount just short of ten million dollars. Since outside counsel was engaged in each case substantial legal fees were incurred on top of the settlement amounts.

Waldie testified that the Executioners held positions of authority during his time at Compton Station. Those positions included scheduling deputy, training officer, detective, and gang task force membership. Waldie explained that the position of

scheduling deputy was powerful because it afforded the scheduler the ability to assign deputies to shifts, vacations and days off, desirable assignments on patrol or less desirable assignments in preferred or less desirable locations.

During 2019, when Waldie served as Acting Captain of Compton Station, Deputy Juarez was scheduled to be removed as scheduling Deputy and transferred from the station. Juarez told Waldie that his successor as scheduling Deputy should be another Executioner, but Waldie declined the request. In response, Juarez led the Executioners in a work slowdown in March 2019, and pressured non-Executioners to adhere to it. The COC received an internal LASD document demonstrating that during the work slowdown, crime rose significantly compared to the preceding year and compared to the months before and after the slowdown. During the slowdown, arrests dropped precipitously, citizen calls were responded to slowly, and pro-active policing initiatives did not occur.

In addition to the statistical evidence documenting the work slowdown, the COC received the content of a text between Waldie and a deputy confirming the work slowdown directed by Deputy Juarez. The deputy supplying the information insisted upon anonymity: "But please between you and I. This could ruin my career. I don't want my name mentioned at all please. I can't have that."

Waldie testified that the culture of the Department created a justified fear among honest deputies that if it were believed that they had reported on the misconduct of fellow deputies, especially those belonging to a Deputy Clique, it would lead to harassment, ostracism, threats, or interference with career advancement.

A deputy who requested anonymity was suspected of cooperating with the COC and has been continuously subject to harassment and ostracism at the deputy's current station. Another witness who testified anonymously has reported that another

deputy, who was wrongly suspected of having provided the anonymous testimony, has been repeatedly harassed at that deputy's current station.

Waldie testified that after an officer involved shooting the deputies involved participated in a celebratory "debrief" at a bar in Fullerton. Waldie identified the pair of deputies, Ingersol and Barajas, as Executioners. Other evidence suggested that they were not yet tattooed Executioners, but were "chasing ink." That is, they engaged in "aggressive" activities in the hope of becoming members.

Copies of texts reviewed by the COC revealed that Waldie brought the celebration to the attention of the captain heading Compton Station. Waldie testified that despite the seriousness of the circumstances, the captain did not take any action. After Sheriff Villanueva took office, the captain was promoted to commander and retired from that position. He declined to be interviewed by Special Counsel's team.

The evidence demonstrates that community needs in Compton were ignored or responded to slowly to pressure a station leader to act in accordance with the Executioners' demands, and celebrations of officer involved shootings were neither stopped nor criticized. Waldie agreed that the conduct of the Executioners violated "fundamental principles of professional policing." During her testimony before the COC, then-Chief, now Acting Undersheriff, April Tardy reviewed this evidence and acknowledged that the Executioners were a "law enforcement gang" within the meaning of California Penal Code section 13670.

2. East L.A. Station

Much public testimony before the COC focused upon the East L.A. Station and particularly on an incident at Kennedy Hall involving a brutal beating inflicted upon junior deputies by senior deputies who were members of the "Banditos." The behavior can only be fairly described as that of a gang. This episode resulted in widely publicized

civil litigation brought by the victim deputies against the Bandito Deputies. Even though the defendants assaulted other members of the Department and did so in an after- hours offsite location, County Counsel approved the County paying outside counsel to defend them.

Former Sheriff Villanueva trained at the East L.A. Station and was widely believed to have shown favoritism toward the station and its deputies. He was roundly criticized for the reservation of front row seats for East L.A. deputies at his inauguration when the Kennedy Hall incident had received much negative publicity and was still an open investigation. He also restored the "Fort Apache, kick in the pants" logo at the entrance of the East L.A. Station. The COC also heard much testimony that refuted his repeated assertion that he had replaced a weak captain with a strong one and had transferred many deputies to address discipline problems. In fact, no deputy was involuntarily transferred out of the East LA Station, and many of the transferred deputies were not Banditos.

Finally, there has been substantial evidence that the administrative and potential criminal investigation into the Kennedy Hall incident was obstructed at the direction of the former Sheriff's then Chief of Staff, Larry Del Mese, an acknowledged tattooed member of the "Grim Reapers." Matthew Burson, who retired from the Department as a Chief, testified that when he was the Captain at the Internal Affairs Criminal Bureau he was instructed by Del Mese not to have the investigator of the Kennedy Hall incident ask about "sub-cultures" at the station. Burson understood that Del Mese was conveying an order from the former Sheriff, and he passed the instruction on to Sergeant Jeffrey Chow, who was investigating the incident. It is reasonable to infer that Sheriff Villanueva, despite its obvious relevance, ordered that no questions were to be asked about the Banditos or their role in the Kennedy Hall

"beat- down".

Sergeant Chow testified that he believed the conduct of the assaulting deputies was criminal, but that he was directed not to ask questions about "sub- culture" activity at the station. He understood this to mean that no questions were to be asked about the Banditos/Deputy Cliques and its/their role in the gang style assault on other deputies, and he followed the orders because he worked in a "para-military organization." After Chow testified, the COC learned of attempts to intimidate him and his wife, Vanessa, a Deputy Sheriff. The intimidation included an unmarked sheriff's car following Chow home after his testimony before the COC and an undercover car parked conspicuously near the residence. (Captain Angela Walton reported a similar intimidation effort involving the parking of an undercover car directly in front of her home after her public testimony.)

Retired Chief Joseph Gooden described the early portion of his career at the East L.A. station and the presence of members of the "Cavemen" at the station. Despite having a degree from U.S.C. when fewer than 10% of the deputies had four-year college degrees, a Caveman told Gooden that there was "no way" he could become a training officer. Gooden observed that under 2% of the deputies at the East L.A. station were African American.

Years later, when Gooden was a Chief, he oversaw the Kennedy Hall investigation. Chief Gooden testified that he directed that the investigation be conducted as a criminal investigation, and that determining the motive of the involved deputies was an important part of the investigation. The instruction to Sergeant Chow not to ask questions about "sub-culture" activity in the East L.A. Station was directly contrary to Chief Gooden's expectation and direction. It was also contrary to investigating the motive for the assault and the standard expected of a professional

police force.

The investigative report of the Department's Internal Criminal Investigation Bureau regarding the Kennedy Hall incident was transmitted to the District Attorney's Office to consider potential criminal charges. The report failed to mention that the investigating sergeant had been instructed not to ask questions about the Banditos or their role in the assault, even though the evidence related directly to a criminal motive for the attack.

An anonymous witness currently stationed at the East L.A. Station testified using a voice distorter because of a fear of physical and professional retribution. The witness identified current "shot callers" at East L.A. as Deputies Ortiz and Valle. The witness testified that Rene Munoz, one of the defendants in civil litigation relating to the Kennedy Hall beating, was the shot-caller prior to his departure from the East L.A. Station. The witness testified that all three were tattooed Banditos.

The anonymous witness also identified the broad authority of the scheduling deputy, a Bandito, at the East L.A. Station, who gave assignments, schedules, days off and vacations, assigned areas for patrol and directed selection of training officers and assignment of trainees to them. The witness testified that the power of the Banditos was such that they were able to thwart the promotion of a disfavored deputy to training officer even though the deputy was ranked number one in the County for that promotion.

The witness also testified to various means of intimidation and ostracism inflicted by Banditos upon non-Banditos. This included a locker room argument in which a Bandito pointed his gun at the head of another deputy; the turning of backs when a disfavored deputy entered the hallway or room; and the refusal to answer back up calls when summoned by a disfavored deputy. The witness explained how

disfavored deputies received “jackets” i.e., reputational slanders intended to thwart their careers.

Another witness testified that the Banditos assaulted “disfavored” deputies, who would be challenged to a fight. The disfavored deputies would be told that they did not belong in East L.A. and that they were a “zero” as a provocation to a fight. The Banditos would surround the disfavored deputies in groups thus employing physical intimidation. This conduct is characteristic of gang activity. Like other Deputy Gangs and Deputy Cliques, the Banditos exert control by forcing disfavored, non-Bandito deputies to transfer to other stations.

Another witness who insisted upon anonymity described how a training officer humiliated trainees, especially women, at the East L.A. Station. Those efforts included name calling and tossing the trainees’ written work product to the ground with the goal of embarrassing and ostracizing the trainee before peers. According to this witness, the training officer who engaged in such unprofessional, intimidating conduct was a Bandito. The witness was certain that the Bandito’s control of the station was widely known. He stated that Deputy Valdez was the shot caller at East L.A. at the time and that he arranged the deputies’ schedules. As noted, Deputy Valdez was widely known to be a Bandito.

The witness also described a practice of ostracism at the East L.A. Station. When the witness walked into the station the deputies would turn their backs as the witness walked down the hall. The witness explained that Banditos “stepped on the radio” i.e., interfered with the ability to communicate from the patrol car by speaking over the deputy while the witness spoke. The Banditos persistently criticized the witness for a “culture violation.”

The witness reported a refusal to provide requested back up. A specific incident

involved a report of a person with a gun in a dangerous part of Boyle Heights. Because of the danger of a night call in that area the witness requested back up, but it was not forthcoming, and the witness abandoned the call. The proffered excuse that the deputies all were "busy" was proved false by review of time records.

A training officer at the East L.A. Station required that trainees keep the car fully stocked with snacks and demanded "good imagination on reports." That the witness understood meant to lie to justify the acts of the deputies. The witness was informed that the training officer was a tattooed Bandito. The stocking of the car was a form of the "tax" imposed by the Banditos. The trainee had to pay for all meals, drinks and anything else the training officer required.

The witness observed that the Department enabled the Banditos control of the station and that known Banditos received promotions under Sheriff Villanueva. The witness claimed that the Banditos brought gifts to the wife of Sheriff Villanueva to procure promotions or to retain power positions. It was widely believed, and confirmed in testimony by Eli Vera, that the Sheriff consulted his wife on promotions even though she held no official position in the LASD. The witness also claimed that the Homicide Bureau is filled with Banditos.

The witness learned that Banditos had to be Mexican American and that Central Americans could not become Banditos. Another witness confirmed that, with one exception, all Banditos were Hispanic males, and none were women.

Another witness who insisted upon anonymity observed that the Banditos also directed work slowdowns that resulted in increased response times to calls and for arrests to cease. The most recent slowdown occurred because the Banditos believed that the Department's Internal Affairs Bureau had pursued too many disciplinary investigations of deputies.

The witness testified that there were between 12 to 15 Banditos currently in the East L.A. Station, and that they held positions as "acting" detectives and training officers. The witness testified that there were also "associate" deputies who wished to be initiated and were "chasing ink." One incident that the witness regarded as "chasing ink" involved the transportation of a shooting victim to a hospital. The witness stated that the deputies went off route and assaulted the victim. Such conduct can only be viewed as the act of a gang member and its indisputable harm to the community.

In an interview, retired Chief Gooden recounted that during his year and a half at the East L.A. Station the dominant group was the "Cavemen." He believes that the Banditos grew out of the Cavemen.

Chief Gooden was one of several witnesses who disputed former Sheriff Villanueva's claim that he had transferred 36 members from East L.A. for misconduct at the station. The anonymous witness claimed that there were no involuntary transfers of Banditos. No transferees were "overnighted," i.e., subject to immediate involuntary transfer. Rather the transfers reflected voluntary departures related to deputy requests, promotions, or retirements.

Retired Chief Eli Vera also refuted the former Sheriff's claim. He agreed with the testimony of Captain Ernie Chavez in a civil deposition that the deputies were transferred from the East L.A. Station for non- disciplinary reasons. One witness said in an interview, however, that a number of the transferees were "whistle blowers" who had objected to the Banditos' control of the station. The witness described them as "the resistance."

Another witness who required anonymity described the witness' tenure at East L.A. Station as one in which deputies who "speak like gangsters" surrounded the witness. The witness described the unprofessional language used on radios, including

the use of nicknames and derogatory statements. Further, the witness reported that because the Banditos mistrusted the witness, they would not allow the witness to enter a house when they conducted a search. The witness said that contrary to Department policy, the fact and results of such searches were often undocumented. The witness also experienced that calls for back up by disfavored deputies were not heeded. Such failures to provide requested back up imperiled the safety of these deputies. The civil case brought by the victims of the Banditos beating at Kennedy Hall included the deposition testimony of Deputy Concepcion Garcia, who witnessed calls for back up ignored by Banditos.

The anonymous witness had justifiable safety concerns. On one occasion, when the witness drove a personal vehicle from the East L.A. station, the witness observed that the lug nuts from the car wheels had been loosened. The witness said that to be part of the East L.A. anti-gang unit it was necessary to be an "inked" member of the Banditos.

The witness also confirmed the practice of a "tax" being levied by senior Banditos upon trainees to pay for food, "fund raising" and other financial demands of the Bandito training officers. The trainees who participated did so because of a fear that they would not get off training.

The witness also was supervised by, or worked with, "Cavemen" and "Regulators" They were Caucasian males in positions of authority. The witness stated that supervisors were well aware of the existence of these groups but did not act to interfere.

Another witness who spent nearly a decade in East L.A. and who also required anonymity for fear of physical retaliation, also described the Cavemen and the Banditos. The witness, said that the Banditos insisted that others "do what they want

you to do." The witness also described the Banditos as "gangs behind the badge." The witness says that everybody in the Department knows of the Banditos; their actions are not a "secret."

This witness also confirmed that the Banditos imposed "taxes" on new deputies. The witness was told by a Bandito training officer to "bring your credit card." The witness was aware of the tattooed members of the Banditos and believed that there were as many as 80 Banditos during the witnesses' tenure at East L.A. The witness said the Banditos would use force to discipline non-Banditos they did not like. This too is the behavior of a gang.

The Banditos exploited the junior deputies by, for example, requiring that they write reports for the Banditos and stay on uncompensated overtime if necessary to get the report done. The witness said that the Banditos recruited deputies to "chase ink", i.e., to do what was necessary to be noticed and "stand apart." That included writing reports to make problematic arrests appear legal. (Another anonymous witness described this practice as "working backwards.")

An aspect of "chasing ink" was a desire to get into shootings. These deputies would follow a suspect believed to have a gun so that a shooting would be justified. The witness said that there was pressure to "get numbers up" from time to time, meaning arrests. The witness was instructed by Banditos that they could always get somebody arrested as "under the influence" and "refused to take a test." The goal was to raise arrest numbers.

Another witness, now retired after 24 years in the Department, was a training officer in East L.A. The witness ran afoul of the scheduling sergeant, Patty Estrada. The witness described Estrada as a female associate of the Banditos who did their bidding and conveyed favors and punishments on their behalf. The witness had a trainee

"pulled" by Estrada and observed that the trainee was assigned to a Bandito training officer.

Another witness testified anonymously about working at the East L.A. station. Although warned that East L.A. was a difficult place to work due to harassment and hazing, the witness chose to work there anyway and was subjected to this conduct. Like others, the witness affirmed that the Banditos were an open and notorious gang within the East LA Station. The witness believed that it was appropriate to refer to the Banditos as a "gang" that manifested its power by recruiting desired deputies and isolating others. Having become disfavored, the witness experienced, as did others, dispatch sending the witness a high volume of calls throughout the patrol area. Additionally, when the witness called for backup, it would not arrive. The witness believed that the inability to receive back up when performing services increased considerably the risks of the work.

The witness was aware of "cigar night." Those were evenings when female deputies would act to raise funds at Bandito "events" by circulating among deputies who were drinking and playing cards and selling cigars to those in attendance for support of other Bandito "sponsored" events. The witness described these cigar selling efforts as done upon the demand of the Banditos. The witness acknowledged that deputies were pressured to give money upon a Bandito solicitation. That trainees were "taxed" was well known in the station and in the Department more generally.

Gooden stated that when Sheriff McDonnell assumed office, he barred the East L.A. Station "Fort Apache kick in the pants logo." Gooden regarded the logo as unprofessional and insulting to the East L.A. community. Gooden observed that the logo was reintroduced when Sheriff Villanueva assumed office.

3. Lennox Station (Now South L.A. Station)

Recently released shocking body camera footage shows South L.A. Station deputy Justin Sabatine repeatedly threatening to shoot an African American civilian sitting in his car in a parking lot. Several witnesses, including two current Department captains, have asserted that Sabatine was a member of a Deputy Clique. One captain believed that Sabatine was a Reaper. A public report based upon an anonymous source also claimed Sabatine is a Reaper. A second captain believed that Sabatine may not be a Reaper, but rather a member of a newly formed Deputy Clique in the South L.A. Station. A captain reported learning that Sabatine threatened that there would be a work slow-down in South L.A. if the body camera footage was released.

As proof of the consequences to the Department and the County of gang like activities, the County has already been sued based upon Sabatine's conduct. The Complaint demands $10,000,000. The County likely will engage outside counsel to represent the County and Sabatine.

The type of conduct revealed in the Sabatine body camera footage is consistent with a lengthy history of gang behavior at South L.A. Station. A current deputy who has served in the Department for more than 25 years insisted on anonymity for fear of physical retaliation. The witness described the activities of the group of deputies known as the Reapers at Lennox Station (now the South L.A. Station.) The witness saw the tattoos of the members, all of whom were Caucasian males. The witness observed that the Reapers now consist primarily of Hispanic deputies.

The witness stated that Reapers were involved in multiple shootings. The witness recounted a conversation in which the witness was criticized after the witness confronted two African Americans, a male and female, one of whom had a gun. The witness apprehended the suspects without firing a weapon. Later a Reaper criticized

the witness, and asked “why did you not shoot her?” The Reaper described it as a “freebie.”

According to the witness, another Reaper encouraged the witness to seek a warrant when there was no basis to do so. The witness declined and believes that this was a source of the mistrust of the witness among certain deputies.

A former deputy who served in the South L.A. Station described Carl Mandoyan as the shot caller at the station at the time. The witness claimed that it was widely known in the Department that Mandoyan was a Reaper. As in other stations, the witness noted that unpopular directives were “pushed back” against by work slowdowns. Some of the friction was with a captain who was acting in accordance with a directive from Sheriff McDonnell to “crackdown” on deputy misconduct.

The witness reported that to get into the Reapers one needed to have a “force incident” and look for an opportunity to shoot people. The other condition was that you “not be a rat.”

The witness’s experiences as a non-Reaper included being “slammed on calls.” The dispatcher repeatedly instructed the witness to answer calls for which other deputies refused to provide back up the witness requested. The witness described one incident in which the witness made a traffic stop and asked for a unit to back up. None came and the suspect ran away.

Another deputy who required anonymity described an incident at the beginning of the witness’s career in patrol. The witness pulled over a suspect who was apparently intoxicated and “out of it”. The witness said that the suspect appeared unaware that there was a gun on the passenger side front seat, did not reach for the gun, and did not resist arrest. When reporting the incident and booking the gun a Reaper ridiculed the witness for not shooting the suspect and claiming that he had “reached” for the

weapon.

Captain Angela Walton testified that in her 27 years of service there have always been Deputy Cliques in the Department and that they continue to exist to this day. Walton described her experience at Lennox Station at the beginning of her career when the Reapers were a well-recognized presence in the station. She identified Larry Del Mese, who later became Sheriff Villanueva's first Chief of Staff, as the "shot caller" at Lennox.

Walton observed that the Reapers were running the Lennox Station, particularly the early morning shift. After Walton obtained a position as a training officer on an interim basis, she was driven to a golf course and told by a deputy Reaper "we don't like you."

Walton testified that the Reapers set out to make her fail as a training officer. She recalled, for example, a trainee who was a father. Walton allowed the trainee to call his children to say good night. The Reapers roundly criticized her for that accommodation and for allowing her trainee to eat lunch.

Walton described an attempt to intimidate her by posting her business card on a bulletin board at the station with a large "X" drawn through it. Further attempts at intimidation were frequent service calls from a Reaper in charge of dispatch. Walton said that the volume of calls alone adversely affected her ability to perform her job.

Walton experienced the scope of the Reapers influence when she delivered a prisoner to the Compton Station. While in Compton, Walton encountered a former colleague, and engaged in social "catch up" conversation. Walton's brief delay from work for this social purpose was relayed by a Reaper who worked at Compton to a Reaper who worked at Lennox. According to Walton, her conversation with a former colleague demonstrated that the Reaper influence was not confined to a single station,

and it was used as a basis for criticism of her by the Reapers as part of their attempt to drive her from the station. When Walton sought a position at the Lancaster Station, she realized that she had a "jacket;" i.e., a negative reputation spread by the Reapers which included this supposed transgression.

4. Century Station

Retired Chief Gooden, who had more than 25 years of service in the Department, described how Century Station essentially operated on its own, apart from the Department's command structure. He heard from deputies that if there were "problems" that the deputies would "handle that" and there was to be no involvement of the operations leadership of the station.

Chief Gooden recounted that during his tenure at MCJ the "2000 boys and 3000 boys" staged gladiator fights between jail inmates. Another witness stated that the 2000 boys were "heavy-handed white guys" who encouraged the use of force in large numbers at MCJ and eventually transferred to Century Station.

Chief Gooden also testified about the Department employees' fear of retaliation should they speak out. He recounted female custody assistants explaining their concern to him in connection with deputy misconduct in MCJ.

When Gooden became a captain at Century Station he was concerned about the history of problems associated with the station. He learned that deputies were involved in personnel decisions, including determining who would receive the coveted position of training officer.

There were two problematic groups of deputies at Century Station at the time. One was the Regulators. The other was the Spartans. Gooden described the competition for control of the station between them and recounted how there was even a dispute over one group taking and refusing to allow the other group to use a

station canopy for an event.

A witness requiring anonymity who worked at Century Station for approximately a decade said that the Regulators and Spartans were actively engaged in misconduct. The witness said that the Regulators' shot caller was the scheduling deputy. The witness claimed that Commander Kerry Carter and then Chief April Tardy knew of the presence and activities of the Regulators at the station. According to retired Assistant Sheriff Robert Olmstead, the entire Department leadership knew about the Regulators because the Regulators installed a large monument honoring themselves on the premises of the Century Station that remained in place for several years.

The anonymous witness described a Regulator sponsored fundraising poker game to support the Baker to Vegas run. The Regulators used female deputies as "cocktail waitresses" at the event. The female deputies received personal and administrative days off so they could work at the poker game. The witness reported that the Spartans were angered by the event and sought an equal amount of time off. A Spartan left a threatening note under the door of the captain who denied the request.

The COC reviewed the content of a March 16, 2015, anonymous letter to Sheriff McDonnell that claimed the Spartans' tattoo "represents 'putting in work,' such as unjustified beatings, falsifying reports of beatings, gladiator fighting, and intimidating other employees or inmates who interfered."

Another witness who insisted on anonymity for fear that the witness' career would "be over" if the cooperation were revealed, stated that there was a "book" that the witness had reviewed that identified the name and the date each Regulator received a tattoo. The witness said that there were twenty-five identified members. The book also recited the creed that reflected a commitment to "proactive policing."

The witness described the creed as "propaganda."

The witness also described the "tax" the witness was required to pay. For example, in connection with the Baker to Vegas run the witness was required by a training officer to pay more than $100 for a photograph of the 1960s "Rat Pack" celebrities.

The training officer mirrored the language of former Undersheriff Paul Tanaka by instructing the witness to "work the gray" and "work backwards," which the witness was taught meant "fudging" probable cause. The witness used as an example the "teaching" that all searches in high crime areas are to be defined as with "consent." The witness said that nobody in high crime areas ever consents. The witness said that the goal was to get arrest statistics. When the witness protested "working backwards," the witness was described by the training officer as "a rat." That reputation was spread through the station.

The witness said that with the passage of time the Department is filled with "gang" members, including members of the command staff. The witness said that at least 15 of the 25 Regulators have been promoted. The witness asserted that many of the promotions resulted from Undersheriff Tanaka's efforts to promote favored deputies.

The witness said that the influence of the Regulators affected the goals of young deputies. Because of the perception that the Regulators were in control, young deputies wished to "make their bones" to gain acceptance. The witness said that goal encouraged deputies to get into shootings to establish their "bona fides."

Special Counsel also received confidential information corroborating the assertion of multiple interviewed witnesses that tattooed Deputy Clique members currently hold important positions within the Department. Special Counsel was

informed that one specific area of influence is in the Civil Rights and Public Corruption section of the Department. Sheriff Luna has eliminated that section. It was that section which led a search of former Board of Supervisor's member Sheila Kuehl and current COC member Patricia Giggans.

Chief Gooden recounted that Interim Sheriff John Scott ordered that the Deputy Clique logos be abandoned. Shortly thereafter, however, Gooden learned that there was offsite sale of clothing with the prohibited logos.

5. Lancaster and Palmdale Stations

Angela Walton described her experience with Lancaster Station over several years. She testified that when her Vice Squad participated in an undercover operation, they would not reveal to the Lancaster deputies or supervisors the operation for fear that the suspects would be tipped off. While not specifically tied to Deputy Clique activity, the testimony illustrated inter- Departmental mistrust related to the absence of chain-of-command organizational supervision and the perception that sub-groups had conflicted loyalties.

Walton applied to be the Captain at Lancaster. She was the only "full Captain" applying. Since Lancaster is a contract city, city officials interviewed her for the position. She met with the Vice-Mayor who told her that he had received negative information about her. Walton understood that there was a Reaper at Lancaster Station and that the "jacket" she had obtained almost two decades before prevented her from becoming Captain of Lancaster Station.

Two non-Caucasian witnesses claimed to have been subjected to serial harassment by training officers at Lancaster Station. All training officers are Caucasian. One of the witnesses asserted that there were "bad stops" that led to searches, most often of people of color. The witness said that young deputies were pressured to write

reports of searches in "a certain way" to make the stops legally justifiable even though the reports contained false information. The witness said that the training officers insisted that certain reports be constructed either to conceal actions taken or to reflect things which did not occur. The witness has reported that these assertions are now the subject of an investigation by the Internal Affairs Bureau.

The witness' statement was consistent with a report issued by the U.S. Department of Justice in a June 28, 2013, finding that deputies in Lancaster and Palmdale "engaged in a pattern or practice of discriminatory and otherwise unlawful searches and seizures, including the use of unreasonable force, in violation of the Fourth Amendment, the Fourteenth Amendment and Title VI." The Department of Justice went on to note that "Some Antelope Valley Deputies wear tattoos or share paraphernalia with an intimidating skull and snake symbol as a mark of affiliation with the Antelope Valley stations."

In a deposition in a wrongful death case, Oleg Polissky, a Palmdale Station deputy, testified that he received a Cowboys tattoo and attended a celebration with at least twenty similarly tattooed deputies. A similar tattoo appeared on the leg of a former deputy who was shot by another deputy while on a camping trip. A photo of the victim's leg was displayed at a Special Hearing of the COC. A witness who required anonymity was told that the shooting was in retaliation for an act objected to by the Cowboys. The retaliatory shooting of out of favor compatriots is classic criminal gang activity prosecuted regularly. Another witness with direct knowledge of the circumstances, and who was the source of the first witness' knowledge of the shooting, declined to be interviewed.

6. Aero Bureau

Aero Bureau is responsible for the Department's helicopters. It has a small

number of assigned deputies who have the necessary pilot skills and wear a helmet that has as its logo a chicken being choked. The group is widely referred to as the "Ghetto Birds."

A witness interviewed by COC's staff described systematic harassment by the three senior Caucasian deputies in the Aero Bureau. The witness described them as a "clique" and the three as "shot callers." The witness said that there were no African Americans assigned to the Aero Bureau and that as far as the witness knew there had been only one African American ever assigned to the Bureau.

Another witness, a current deputy with 20 years of service who insisted upon anonymity for fear of retribution, confirmed that the Aero Bureau takes pride in the "Ghetto Bird" logo. The witness said that a leader of the Aero Bureau openly stated that he was a Viking and was a founder of the Regulators. Another leader is a tattooed member of the Spartans. The witness described the process of coordinated "humiliation" efforts directed by the shot callers to disfavored deputies. The shot callers encouraged the others at Aero Bureau to ignore disfavored deputies.

The witness described systematic and routine harassment that caused many new deputies to leave the Bureau. The witness observed the shot callers mocking the accent of a Hispanic deputy and said that disfavored deputies had their pictures placed and defaced on bathroom walls.

The action of a small, self-selected racially harmonious sub-group is consistent with evidence regarding how Deputy Gangs and Deputy Cliques acted in numerous stations throughout the Department. The use of racially charged and disparaging logos is also consistent with their problematic conduct. Such conduct is inconsistent with fundamental principles of professional policing.

C. Obstacles to Eliminating Deputy Cliques in the Department

Among those who must participate in the solution to longstanding and widespread problem of Deputy Gangs and Deputy Cliques in the Department are the Association for Los Angeles Deputy Sheriffs ("ALADS") and County Counsel. Neither ALADS nor County Counsel have been helpful in the past.

1. ALADS

Most deputies who are members of ALADS are not tattooed members of a Deputy Gang or Deputy Clique. According to the Rand Report as many as 15 to 20% of deputies belong to Deputy Cliques. ALADS should, accordingly, recognize that the elimination of Deputy Gangs and Deputy Cliques is in the best interests of the vast majority of its members.

The Special Counsel's investigation has revealed, however, numerous instances in which ALADS has protected Deputy Gang and Deputy Clique members. This has included protecting deputies who engaged in gang activities involving serious misconduct against other deputies who presumably are ALADS members. There is no dispute that pursuant to the Myers-Milias-Brown Act and the National Labor Relations Act, ALADS owes a duty of fair representation to all its members. Special Counsel believes, however, that ALADS can meet its obligations without condoning the existence of Deputy Gangs and Deputy Cliques, the harm they cause to the Department, or the attendant unprofessional conduct in which members of those groups engage.

ALADS has opposed efforts by the Department to require the disclosure of tattoos affiliated with Deputy Cliques. In one example, ALADS procured a legal opinion that the First Amendment prohibits the Department from barring deputies from having tattoos associated with these groups. That opinion, which is it at odds with the

applicable law discussed below, was provided to Sheriff Villanueva, who relied upon it to assert that he was constitutionally unable to restrain the use of tattoos by Deputy Cliques even if they constituted "police gangs" as defined by California Penal Code section 13670.

In a very recent example ALADS contacted a current captain who sent an email advising deputies at his station not to get Deputy Gang/Deputy Clique tattoos because it could hurt their careers. ALADS protested that advice and told the captain to cease and desist from advising deputies about tattoos. Such communication serves both to undermine the command structure of the Department and to normalize open display of Deputy Gang and Deputy Clique membership.

Steve Biagini, a retired 37-year veteran of the Department who served as Captain in the East L.A. station, observed that because of actions by ALADS and PPOA (Professional Peace Officers Association), the supervisor's union, he could not question an incoming transferee's "fitness" to serve at the East L.A. station. Rather, if the deputy was on an incoming transfer list, he had no discretion to refuse the transfer. Similarly, he lacked the ability to transfer problematic deputies from the station. Biagini blamed ALADS for this limitation on supervisorial discretion and the consequential harm to the Department of requiring unfit deputies to remain in stations where their problems arose.

Michael Gennaco, who was the head of the Office of Independent Review, described the institutional problems attributable to ALADS. He expects that ALADS will oppose more detailed and explicit training of deputies about the dangers of Deputy Clique affiliation, will oppose changes in the transfer and rotation system to reduce the influence of Deputy Cliques at stations and jails, and will not acknowledge the existence of problems associated with Deputy Cliques, notwithstanding the evidence

set forth above.

Gennaco used as an example ALADS' involvement in the Quiet Canon episode, another fight among deputies, some of whom were ultimately terminated. Gennaco said that ALADS ostracized the whistle blowers but backed "to the hilt" the accused. ALADS's reaction to the Internal Affairs investigation of the Kennedy Hall incident involved a similar defense of the accused even though the victims were also deputies (and presumably ALADS members).

ALADS also created obstacles to Special Counsel's investigation. Those include making a baseless contention that the COC has no subpoena power because the grant of that power by Measure R violates the deputies' collective bargaining agreement with the County. Further ALADS has contacted witnesses subpoenaed by the COC and urged them to seek specific lawyers to assist the witnesses in avoiding testimony. A subpoenaed witness reported a specific direction to call a designated lawyer who would arrange for the witness not to testify.

It is imperative that ALADS supports the elimination of the Deputy Gangs and Deputy Cliques for the benefit of its members. The repeated gang style behavior of certain Deputy Cliques has led to enormous litigation costs borne, in part by ALADS, to the detriment of ALADS' members, and significant harm to the Department's reputation with the public. Each special hearing of the COC included multiple public witnesses calling out gang behavior by deputies and expressing a community fear and hatred of deputies simply because they were members of the Department. The level of anger and mistrust publicly expressed is the tip of a sizable iceberg in the community. Elimination of Deputy Gangs and Cliques is in the best interest of all Department members. The public enmity alone increases the risk of harm to deputies. If only for reasons of their members safety, ALADS' should be a leader in eliminating

Deputy Cliques and the Deputy Gangs that grow out of them.

2. County Counsel

County Counsel bears some responsibility for enabling Deputy Cliques. After the Kolts Commission issued the first report to publicly acknowledge the existence of Deputy Cliques in the Department in 1992, Judge Kolts recommended that the County establish a civilian oversight board to ensure the Sheriff implemented reforms aimed at reducing uses of force and eradicating Deputy Gangs. The County Counsel, however, issued an opinion advising that a civilian oversight board without the Sheriff's agreement would violate state law. The Department leadership used this opinion to successfully oppose civilian oversight for many years. During this period without civilian oversight deputy gangs flourished.

The County Counsel has approved the use of County resources to pay by the hour litigation counsel to defend Deputy Gang and Deputy Clique members who have engaged in misconduct far outside the scope of their duties as deputies. Deputies who engaged in an after-hours beat downs of co-workers as an exercise of their power over other co- workers were not acting within the course and scope of their duty and yet they are supported in litigation by the County.

In connection with *Lockett v. County of Los Angeles*, 18-CV-5838-PJW in a December 2022 "Summary of Corrective Action" an Assistant County Counsel addressing the beating and tasering by Deputies Aldama and Orrego of Sheldon Lockett alleged to have been motivated by the deputies involvement in the Executioners Deputy Gang wrote "to date, there is no information or evidence obtained through any Sheriff's Department investigation to substantiate this claim[that the use of force by the deputies was motivated by their membership in the Executioners.]" In fact, as was revealed at the hearing, Aldama displayed his

Executioner tattoo at a deposition. The Court denied the County's lawyer's attempt to keep from the jury evidence of the tattoos of the deputies. The question of the relationship between the use of force, a claim ultimately settled by the County for more than two million dollars, and action in furtherance of gang membership surely was a reasonable inference to be drawn from the history of the Executioners and the disturbing facts that led to the multi-million dollar settlement.

It appears that County Counsel refused to accept the inference in light of the facts publicly known. For example, in the case of the shooting of Donta Taylor by the same deputies, Aldama admitted not only that he had an Executioner tattoo but that up to twenty other deputies had the same tattoo. The Taylor case settled for seven million dollars. It appears that notwithstanding almost ten million dollars in County paid settlements that the County Counsel refused to accept the inference widely drawn by the media and the community.

As Michael Gennaco has made clear, County Counsel has not supported meaningful risk management and other efforts to address the problem of Deputy Cliques on the front end; that is, working to root out the problems before they result in litigation as opposed to paying after-the-fact litigation costs, settlements, and adverse judgments. He recalled a handwritten document describing a Regulator tattoo, which stated that "if you kill add smoke" to the tattoo. Gennaco stated that County Counsel urged no action because of concern that the Department would be sued if it took action in response to the tattoo.

The COC believes that County Counsel is aware that former Sheriff Villanueva relied upon a withdrawn and legally erroneous 2014 opinion to claim that he could not end the tattooed Deputy Cliques. Despite the COC's request, the COC has been informed that County Counsel has advised the Board of Supervisors not to release an

opinion that fully sustains the COC's recommended policy change. By this simple act County Counsel gave cover to a regime that at minimum tolerated, if not rewarded Deputy Gangs and Deputy Cliques.

The conduct of County Counsel creates a reasonable inference that, whatever its intentions, by its actions and inactions it has not provided meaningful assistance to eliminating Deputy Gangs and Deputy Cliques.

3. Los Angeles District Attorney's Office

The District Attorney's Office has in many instances ignored deputies who participate in Deputy Gangs and Deputy Cliques and who engage in gang-related misconduct. The Justice System Integrity Division (JSID) of the Los Angeles District Attorney's Office investigates alleged criminal misconduct by deputies, as well as all deputy involved shootings to determine whether criminal charges should be filed. In conducting its analyses, the JSID repeatedly refrains from pursuing evidence that a sheriff's deputy accused of potential criminal activity or unconstitutional is affiliated with a Deputy Gang or Deputy Clique. For example, JSID declined to file criminal charges against four alleged Banditos who severely beat other deputies at an off-training party at Kennedy Hall. Despite substantial evidence that incident was, in effect, a "gang beat down," the JSID discounted a gang-related motive, writing: "Although there was some mention of a subculture of "Bandtios" existing at the ELA station, the Banditos was not a focus of this investigation nor were suspects identified as being part of this subculture.… At no point in this investigation did any witnesses indicate that the Banditos were equivalent to a gang or any type of criminal enterprise."

The JSID memo is factually wrong—several witnesses interviewed in Special Counsel's investigation have characterized the Banditos as a "gang"—and betrays a

reluctance to pursue any evidence of gang affiliation or a gang-related motive for alleged misconduct. As the Inspector General concluded in his October 2020 report, "Having received what appears to be a purposefully perfunctory investigation by ICIB (which did not gather evidence of the motive behind the alleged assault at Kennedy Hall) the LADA office did not request statements be taken from the uncooperative witnesses or compel a grand jury to compel statements."

The District Attorney's Office also has failed to require the Department to disclose the identity of known Deputy Gang and Deputy Clique members who are to testify as prosecution witnesses in criminal trials. The District Attorney's Office does not require Deputy District Attorneys to ask prosecution witnesses whether they belong to a Deputy Gang. The failure to obtain and to disclose potentially exonerating or impeaching testimony favorable to the defense raises significant constitutional issues under *Brady v. Maryland* (1963) 373 U.S.83.

D. The Elimination of Deputy Cliques is Constitutionally Permissible

Applicable law permits disciplinary actions, including termination, based upon a deputy's joining or participating in an internal Deputy Clique. The overwhelming evidence presented at the public hearing, and developed in extensive interviews, demonstrates that Deputy Cliques encourage excessive force, undermine supervision, destroy public trust, are discriminatory, disruptive, and act contrary to fundamental principles of professional policing. With these elements Deputy Cliques are properly defined as gangs within the definition of Penal Code Section 13670. These characteristics make the elimination of the Deputy Cliques constitutionally permissible. Indeed, they make the elimination of these Deputy Cliques and Deputy Gangs a constitutional imperative.

The activities of and dangers created by Deputy Cliques meet the balancing test

required to ban or limit membership in these groups. *Pickering v. Board of Education*, 391 U.S. 563 (1968) established the required "balancing" test. The Ninth Circuit applied the test in *Hudson v. Craven,* 403 F.3d 691, 696 (9th Cir. 2005). The balance to be weighed is: "(1) [W]hether the speech that led to the adverse employment action [i.e., prohibiting Deputy Cliques] relates to a matter of 'public concern'; and (2) whether, under a balancing test, the public employer can demonstrate that its legitimate interests outweigh the employee's First Amendment rights."

Based upon the "public comment" at COC's special hearings and COC regular meetings and the multiple public reports going back to the Kolts Commission in 1992, the existence and conduct of Deputy Cliques are plainly matters of "public concern." The COC has heard moving statements by friends and family members of deceased or injured individuals impacted by the activities of Deputy Cliques. The treatment and gang activities of Deputy Clique members toward their brothers and sisters in uniform is a chilling statement of the paramount interest of the Department and the County in protecting its own employees and not tolerating persistent violations of law and fundamental principles of professional policing. The public is well advised to be "concerned" and to view the evidence of such misconduct directed toward fellow deputies and assume that they, as outsiders of the organization, can only expect worse treatment.

In *Piscottano v. Murphy*, 511 F. 3d. 247, 274-277 (2nd Cir. 2007), the court concluded that correctional officers' membership in the Outlaws Motorcycle Club, an organization that had engaged in criminal activity, presented an issue of "public concern." Here, both extensive law enforcement testimony and evidence and the public comments demonstrate that Deputy Clique membership is a matter of public concern. *Accord, Godwin v. Rogue Valley Youth Corr. Facility* 656 App'x 874, 875 (9th

Cir. 2016).

In the balancing of competing interests prong of the test, the employer needs to show that "the employee's activity is disruptive to the internal operations of the governmental unit in question" and the disruption is significant enough so that it "impairs discipline by superiors or harmony among co-workers, has a detrimental impact on close working relationships…or impedes the performance of the speaker's duties or interferes with the regular operation of the enterprise." *Melzer v. Bd. of Educ of City Sch. Dist. of City of New York*, 336 F.3d 185, 197 (2nd Cir. 2003).

Courts have consistently found that a "law enforcement agency has a heightened need for order, loyalty, morale and harmony which affords a police department more latitude in responding to the speech of its officers than other government employers." *See e.g., Doggrell v. City of Anniston, Alabama*, 277 F. Supp. 3d 1239, 1258 (N.D. Ala. 2017); *Turner v. United States Capital Police,* 34 F. Supp. 3d 124, 143 (D.D.C. 2014); *McMullen v. Carson,* 754 F.2d 936 (11th Cir. 1985) (Ku Klux Klan membership sufficient to terminate a Sheriff's deputy.). Further, the efficiency, security, and integrity of the Department law enforcement function easily outweighs the "associational rights" of a Deputy Clique member.

In short, the applicable law establishes that, based upon the facts found by Special Counsel, and the evidence offered in public hearings conducted by the COC that the elimination of Deputy Cliques is well within the constitutional bounds of the Department. Not only is it permissible, but it is also a necessity.

IV. FACTUAL FINDINGS SUMMARY

Special Counsel's investigation of Deputy Gangs and Deputy Cliques in the Los Angeles Sheriff's Department demonstrates that it is time to eradicate this 50-year plague upon the County of Los Angeles, its residents and the Department's employees

who do not belong to, or wish to be associated with, the Deputy Gangs or Deputy Cliques. The fine distinction, if any, between "Deputy Gangs" and "Deputy Cliques" is not important. The evidence has shown that Deputy Cliques regularly devolve into discriminatory, exclusionary, and dangerous associations that challenge the core goals of law enforcement.

Accordingly, Special Counsel sets forth below recommendations to the COC to urge Sheriff Robert Luna to accomplish this goal. The COC should work with the Sheriff and the Department in facilitating enactment of the recommendations and monitoring the results.

V. RECOMMENDATIONS TO ELIMINATE DEPUTY GANGS AND CLIQUES

On February 14, 2020, the COC passed a resolution recommending that the Department enact a policy "prohibiting joining and participation in deputy cliques." A copy of the resolution and preamble is attached as Exhibit A.

The COC defined Deputy Cliques "as groups of Sheriff's deputies within a particular patrol station, bureau or unit who self- associate as a subgroup to the exclusion of others in their station or unit." The term "Deputy Cliques" when used within the Department was intended to minimize the problem created by such groups.

The harmful effects of groups of deputies who self-associated and acted to exclude other deputies by identifying with symbols and names designed to separate themselves from the Department had a principal focus upon the harm caused to the Department and to excluded members. Special Counsel urges the COC to reiterate its request that the Sheriff enact a policy prohibiting deputies from joining, participating in or soliciting others to join a Deputy Clique.

However, Special Counsel urges the COC to go further. As expressed above, as defined in the COC proposal, the term "Deputy Cliques" encompasses subgroups that

engage in misconduct directed against the community such as excessive force and violations of constitutional rights. The factual investigation has revealed widespread, deliberate misconduct that at minimum violates fundamental principles of professional policing and in many cases appears to violate the law. The time has now come for a policy that expressly prohibits not just the internally harmful effects of Deputy Cliques, but the external, community harmful acts of Deputy Gangs. Such harmful acts include falsified police reports, unlawful searches and seizures, misuse and excessive use of force and discriminatory enforcement of law. Proof that the community, particularly the communities of color, are suffering because of gang behavior is epitomized in the recently released body-camera footage of Deputy Sabatine as he exercised his authority by pointing a gun at an African American man sitting in his parked car without any evidence of a crime.

Now is the time to eliminate all these problematic groups, Deputy Cliques and Deputy Gangs. The factual findings compel the COC to urge the Sheriff to adopt the following recommendations:

A. LEADERSHIP AND SUPERVISION

1. The Sheriff must clearly, promptly and unequivocally articulate his vision, policies, and objectives in addressing the problem of Deputy Gangs and Deputy Cliques.

Deputy Gangs and Deputy Cliques, and their adverse effects on the community and the Department need to be eliminated. This is easier said than done, but it will never be done unless the Sheriff promptly announces that Deputy Gangs and Deputy Cliques will no longer be tolerated. He should make clear that this is a top priority, and he should state his intention to make this happen immediately. He must also promptly adopt policies calculated to achieve this goal and see that these policies are enforced.

2. Adopt a policy that clearly prohibits deputies from participating in Deputy Gangs, as defined in Penal Code Section 13670.

Special Counsel's investigation has revealed that, despite 50 years of known Deputy Gangs and Deputy Cliques within the Department, these problematic groups continue to operate at several of the Department's patrol stations, engage in gang like activities and no Sheriff has adopted a policy banning participation in such groups. Moreover, the State legislature has mandated that every law enforcement agency in the State of California "shall maintain a policy that prohibits participation in law enforcement gangs and make violation of that policy grounds for termination." PC Section 13670(b). Moreover, the legislature has defined the term "law enforcement gang." The current Sheriff's predecessor failed to implement a policy banning law enforcement gangs within the Department. Such a policy should be adopted without further delay.

3. Adopt a policy that prohibits deputies from joining, participating in and soliciting others to join Deputy Cliques.

Given the Department's long history of exclusionary deputy subgroups, it will not be enough merely to prohibit participation in deputy or law enforcement "gangs." Ending this problem requires a prohibition against joining and participating in Deputy Cliques. In April 2021, the COC proposed that the Department adopt a policy that prohibits deputies from joining, participating in, or soliciting others to join a Deputy Clique. The COC's proposed policy was accompanied by a preamble that explained the need for such a policy and provided definition to the term Deputy Clique.

As noted above, Special Counsel urges that the Sheriff adopt the COC's proposed policy. Violators of the policy would be subject to discipline, up to and including termination. The indispensable element to ending this 50-year harm to the

Department and the public is adopting the recommended policy to send a strong message that belonging to a Deputy Clique is no longer going to be tolerated, that gang behaviors are a thing of the past and this Sheriff is fully committed to rid the Department of these groups.

All Deputy Gangs have sprung from Deputy Cliques, and the clique-culture is deeply embedded in the Department. This cancer in the Department must be excised.

4. <u>The Sheriff should develop a departmentwide initiative to end Deputy Gangs and Deputy Cliques.</u>

As noted above in the Factual Findings, Deputy Gangs and Deputy Cliques are secretive, exclusive, and often employ intimidating, unprofessional, or controversial graphics, including body tattoos. They diminish the public's trust in the Department, undermine supervision and the chain of command, are detrimental to the morale of other Department members, and negatively impact the Department's effectiveness and professionalism in executing its mission. The elimination of these groups requires buy-in at all levels of the Department. The Sheriff should announce a department-wide initiative banning Deputy Gangs and Deputy Cliques. All executives, managers, and supervisors must be openly and unequivocally committed to conveying the Sheriff's policy, and objectives to Department personnel. As the Rand study stated, "Culture eats policy." The Sheriff's leadership team must change the culture of stations, jails, and other bureaus or units where these groups exist.

5. <u>The Sheriff should seek the support of ALADS and PPOA, for his vision, policies and objectives regarding Deputy Gangs and Deputy Cliques.</u>

ALADS and PPOA need to be part of the solution and recognize that the elimination of Deputy Gangs and Deputy Cliques is in the overall best interests

of their members.

6. **Any captain who is unable or unwilling to support the Sheriff's policy without reservations should be subject to appropriate discipline ranging from transfer to a less critical position with little or no presence of Deputy Gangs and Deputy Cliques to termination for insubordination in the Sheriff's considered judgment and pursuant to required due process.**

7. **The Department should consider assigning a senior captain and a newly promoted captain to larger, high activity stations to ensure maximum supervision and mentoring of lieutenants and sergeants while retaining full accountability within the paramilitary structure of the Department.**

Although a single captain heads Sheriff's patrol stations, there is a precedent for having two captains oversee a facility in the Custody Division. MCJ, Twin Towers Correctional Facility, and North County Correctional Facility all have two captain organizations—one for operations and one for administrative functions. Assigning two captains to larger, busier patrol stations, particularly those with a history of entrenched Deputy Gangs and Deputy Cliques, will enhance the ability of captains to address the continuing problem of these groups and help ensure that such groups will not be formed in the future. If the Sheriff does not believe a two-captain approach is well advised, he should report his reasons to the COC.

B. POLICY AND TRAINING

1. As set forth in recommendations A (2) and A (3) above, the Sheriff should adopt and promptly implement a clear policy to address the need to eliminate Deputy Gangs and Deputy Cliques and prohibit tattoos that depict violence which must be supported, and explained by the Sheriff's leadership team.

As defined earlier in this Report, a Deputy Clique is an association of deputies within a station or unit that is secretive and invidiously exclusionary and often adopts images, including matching tattoos depicting violence or the use of deadly force. These sub-groups have been fairly and frequently defined as Deputy Gangs. As stated in Recommendations No. A (2) and A (3) above, the Sheriff should immediately bar all deputies from joining, participating in, or soliciting others to join Deputy Gangs and Deputy Cliques. In addition to adopting this policy, the Sheriff should promulgate additional polices to help eradicate Deputy Gangs and Deputy Cliques, including a policy that prohibits new deputies hired after the date of the issuance of Recommendations A (2) and A (3) from having tattoos that depict violence, the use of deadly force or any iconography that might reasonably be found offensive to the public. Current Department members should also be prohibited from acquiring such tattoos after the date of the issuance of the policy. Any current Department member who acquired a Deputy Gang or Deputy Clique tattoo prior to the adopting of the policy should be required to ensure that it is not visible while the member is on-duty, on Department or County property, or is representing the Department away from the workplace.

A review of stations and jails should be conducted to determine which facilities have unprofessional station/jail/bureau logos. Unit commanders should be

accountable for the removal of decals, flags, bumper stickers, decorations, or other depictions of unprofessional symbols inappropriate for representing Department units. All managers and supervisors must be responsive to the existence of graphics or other symbols representing prohibited Deputy Gangs or Deputy Cliques or offensive station/jail/bureau logos such as "Ghetto Birds" or "Ft. Apache." They should be removed, and misconduct investigations should be initiated to determine which personnel are responsible for such graphics or symbols if they reappear in the future.

2. <u>The Department should investigate violations of the policy banning joining or participating in Deputy Gang and Deputy Cliques and refer violations for discipline.</u>

A primary consequence of any violation of the Sheriff's policies regarding Deputy Gangs or Deputy Cliques should be a misconduct investigation followed by appropriate discipline which should range from suspension through demotion to discharge consistent with due process. Department personnel should also be advised that the Department will enforce Penal Code Section 13670.

3. <u>The Department's leadership team should consistently and recurrently emphasize the adverse career consequences of creating or joining a Deputy Gang or Deputy Clique.</u>

Although this task belongs to personnel of every rank, the time commitment must increase with each successively lower rank. Notwithstanding the importance of a captain-level manager to set the tone for deputies, lieutenants and sergeants, lieutenants and sergeants spend the most time with deputies. They therefore must be most accountable for communicating to deputies under their supervision the adverse consequences of becoming involved with Deputy Gangs and Deputy Cliques. Captains ultimately are responsible for and must be held accountable for the performance of

lieutenants and sergeants.

4. <u>The Department must implement a procedure for notifying the District Attorney's Office if a deputy testifying as a witness participates in a prohibited Deputy Gang or Deputy Clique.</u>

Compliance with Federal and State law, including compliance with *Brady v. Maryland* (1963) 373 U.S. 83, requires the District Attorney's Office to disclose if a deputy testifying as a prosecution witness participates in a prohibited Deputy Gang or Deputy Clique that might bear upon the witnesses' credibility. The confidentiality of law enforcement personnel files does not relieve the prosecution of its constitutional obligation to disclose impeaching information for any deputy testifying as a prosecution witness. Sheriff Luna and his designees should consult with the District Attorney's Office to devise an appropriate procedure for the Department to notify the District Attorney's Office that a deputy is participating in a prohibited Deputy Gang or Deputy Clique so that prosecutors can make the required disclosures, if any, to the defense.

5. <u>The Department should actively investigate violation of the policy prohibiting joining, participating in or soliciting deputies to join Deputy Gangs and Deputy Cliques</u>

Sheriff Luna should remedy the Department's longstanding failure to investigate Deputy Gangs and Deputy Cliques. After Recommendation No. 2, above is adopted, the Department should make reasonable efforts to learn whether deputies continue to participate in such groups, as the Department did in 1973 with the Little Red Devils and in 2013 with the Jump Out Boys.

6. <u>The Department should train supervisors how to mentor deputies about the adverse consequences of involvement in Deputy Gangs and Deputy Cliques.</u>

In 2016 the Department initiated a departmentwide mentoring program for deputy personnel named the "Sergeants' Mentoring Initiative." The objective of the program was to equip and inspire the sergeants to provide to their deputies meaningful, practical, recurrent mentoring about decision-making and conduct in law enforcement and custodial services. The program was designed to (1) emphasize the high aspirations associated with public safety services, (2) stress the importance and difficulty of the decisions required of peace officers, (3) acknowledge the temptations and pressures prevalent in law enforcement, and (4) enhance deputies' capacity to apply foresight, perspective and wisdom to their decision- making and conduct.

7. <u>The Department should implement a series of community meetings involving patrol station captains, commanders, and chiefs to ascertain the impact of Deputy Gangs and Deputy Cliques on community relations.</u>

The Department should implement at every station a Community Advisory Committee ("CAC"). The committees should consist of community members who have been vocal in their criticisms of law enforcement in addition to station "boosters" who volunteer for membership.

The periodic meetings should be attended by committee members, other members of the community, and station personnel, including the captain, dedicated lieutenant, sergeants, and special assignment and other deputies as necessary. These meetings constitute excellent forums for Department personnel to learn about community concerns. The topic of Deputy Gangs and Deputy Cliques must be an

agenda item of these meetings.

C. RE-DEPLOYMENTS AND ROTATIONS

Special Counsel recognizes the complexity of the Department, as well as the difficulty of managing the second largest local law enforcement agency in the country, with its large geographical area, responsibilities for operating the largest county jail system and the largest local court system in America and its duty to police over four million residents.

Special Counsel also recognizes that re-deploying or transferring deputies who belong to a Deputy Gang or Deputy Clique from one unit or patrol station to another has in certain circumstances resulted in moving but not necessarily solving the problem. The clearest illustration of this was the transfer of substantial numbers of deputies who were members of the 2000 and 3000 Boys to the same patrol stations they selected as their preferences, i.e., Compton and South L.A. Stations, respectively. Nonetheless, the use of the Sheriff's authority to re-deploy, transfer and rotate assignments is a valuable tool that can help eliminate Deputy Gangs and Deputy Cliques within the Department and, importantly, preventing their formation and re-emergence.

In interviewing non-Department law enforcement managers, as well as former Department leaders, Special Counsel recognizes that other law enforcement agencies use re-deployment and assignment rotation to minimize the risk of problematic officer or deputy groups forming in those agencies. It is an available and appealing strategy here. While not a panacea, it would provide an additional remedy and the mere announcement of the policy could serve a prophylactic effect.

Moreover, the evidence adduced demonstrates that the Department's decentralized station-based structure has played a significant role in fostering Deputy

Gangs and Deputy Cliques. Deputies' loyalties extend to the station rather than to the Department as a whole. Indeed, tattoos often are associated with the first or "home" station of the deputy.

At a minimum, the Sheriff should provide a report to the COC on his perception of the viability and likelihood of success of the rotational plan set forth below.

Special Counsel urges that the Sheriff implement the following recommendation for re-deployment and periodic rotations of deputies within patrol and custody:

1. **The Sheriff should use his authority to re-deploy and rotate deputies based upon the needs of the Department for the Department to eliminate the formation and re-emergence of Deputy Gangs and Deputy Cliques.**

The Sheriff should consider making such re-deployments or transfers within a geographic patrol or custody division, where possible, to avoid undue hardships. The Sheriff should also consider rotating all patrol deputies (after completion of field training) no later than the end of their first year in patrol to another patrol station within the Division. The Sheriff should also consider rotating all patrol deputies in periodic rotations, no longer than every five years, or sooner, to another station. The CCJV recommended and the Department implemented frequent rotations of deputies within the facilities of the County Jails. The rotational policy played a role in breaking up of the 2000 and 3000 Boys and reducing excessive force in MCJ. The rotation of deputies serving in Custody divisions should continue.

To effectively use the Sheriff's authority to re-deploy, Unit Commanders should take necessary actions to address the problem of Deputy Gangs and Deputy Cliques under their commands, including recommending to their Chiefs transfers of problematic deputies. Captains must be focused upon the rotation options and actively

participate in informing Commanders and Chiefs of the utility and results of such transfers.

2. The Department should re-assess the dual career track for Custody/Court Services and provide a written report to the COC explaining what factors impede implementation.

Having more deputies in Custody or Court Services who want careers in those Divisions may allow other deputies to go directly to patrol from the academy or shorten the time that other deputies spend in Custody after the academy.

3. The Department should assess the feasibility of first assignments to patrol rather than jail facilities and provide a written report to the COC explaining what factors exist, if any, impede implementation.

D. ACCOUNTABILITY

1. The Sheriff should ensure that senior executives and unit leaders, notably captains and commanders are implementing the Sheriff's policy, vision and objectives regarding Deputy Gangs and Deputy Cliques.

A segment of the weekly Executive Planning Council meeting (Sheriff, Undersheriff, Assistant Sheriff, Division Chiefs and various staff members) should be devoted to discussion of the progress of the initiative to end Deputy Gangs and Deputy Cliques. Identified obstacles should be remedied quickly.

2. The Office of Inspector General should monitor implementation of the policy banning, joining or participating in Deputy Gangs and Deputy Cliques.

Because of the imperative of implementing policies to eliminate Deputy Gangs

and Deputy Cliques, Special Counsel recommends that the COC request the Office of Inspector General to deploy its resources as additional "eyes and ears" to ensure the policy recommendations A (2) and A (3) are implemented fully and with alacrity.

3. <u>Promotional considerations should include an evaluation of evidence that a member under consideration for a promotion is currently involved in a Deputy Gang or Deputy Clique, including the nature and extent of the member's involvement and whether it was before or after the date of the policy issued by the Sheriff.</u>

Past administrations have promoted tattooed Deputy Gang members to the highest levels of leadership in the Department. Most notably, Sheriff Baca promoted Paul Tanaka, a tattooed Viking, to Undersheriff. More recently, Sheriff Villanueva promoted Timothy Murakami, a tattooed Caveman, to Undersheriff and Lawrence Del Mese, a tattooed Grim Reaper, to Chief of Staff.

Promoting Deputy Gang members into leadership positions reinforces the power of Deputy Gangs and Deputy Cliques and undermines the ability of officials to implement reforms aimed at eliminating them within the Department. For example, former Undersheriff Tanaka's recommendation encouraging investigative tactics "close to the line"and "in the gray area" became part of the Jump Out Boys creed.

Current or former Deputy Gang and Deputy Clique members in leadership positions will have difficulty enforcing new prohibitions against other deputies joining a Deputy Gang or Deputy Clique because their own tattoos and past participation renders them vulnerable to accusations of, at minimum, hypocrisy. Former Chief of Staff Del Mese testified that he had his Reapers tattoos removed at about the same time as the former Sheriff appointed him Chief of Staff because he understood that the tattoo had come to be a "liability" and "a bad look."

Consequently, the Department should inquire if a deputy under consideration for a promotion is or was Deputy Gang or Deputy Clique affiliated and must carefully evaluate the Department wide implications of promoting those who actively participated in such groups.

4. <u>The Department should include a standard set of questions regarding a deputy's current affiliations with Deputy Gangs or Deputy Cliques in the use of force review process and in administrative and internal criminal investigations.</u>

This recommendation does not assume a *per se* causal connection between membership in a Deputy Gang or Deputy Clique, or the fact that a deputy has a tattoo reflecting involvement in such a group, and unlawful use of force or misconduct. It is, however, important to recognize that the community widely assumes such a causal connection.

Members of communities policed by Deputy Gangs and Deputy Cliques widely infer a connection between such groups and excessive uses of force. The U.S. Commission on Civil Rights report, the Loyola Report and the report of the National Association of Blacks in Criminal Justice noted that stations with active Deputy Gangs have significantly more deputy involved shootings than stations without Deputy Gangs, even when the overall crime rates in the station-districts are comparable.

The questions must enable an assessment of the possibility or likelihood of a connection, without any presumption. If there is evidence indicating even a possible connection between a deputy's membership in a Deputy Gang or Deputy Clique and a use of force incident or misconduct, investigative steps should be taken to determine the nature and extent of the connection. In any such cases, the Office of the Inspector General should be notified and asked to monitor the progress of the investigation.

5. **The Department should ensure that captains are notified of deputies involved in force incidents or personnel misconduct investigations who have affiliations with Deputy Gangs or Deputy Cliques, including tattoos associated with such groups.**

The Department should codify this recommendation as a rule in the Department Manual of Policy and Procedures. The responsibility for making this notification will normally fall to an investigator at the captain's own unit of assignment, or to an Internal Affairs Bureau or to Internal Criminal Investigations Bureau investigator. However, anyone who obtains such knowledge must promptly notify the concerned captain, either directly or through the chain of command.

6. **The Department should ensure that the CompStat process for risk management indicators regarding the existence of Deputy Gangs or Deputy Cliques within a patrol station or other Department unit is implemented and is effective in assessing the risk mitigation efforts of unit commanders.**

The Department previously instituted a CompStat process, also referred to as the Sheriff's Critical Issues Forum (SCIF). The Department initially used it primarily in patrol divisions, but later extended to every division involved with large scale risk management issues. LAPD has successfully employed a CompStat process that allows measurable results. Such statistics driven analyses can assess unit commanders' efforts to successfully manage their responsibilities. SCIF or other statistics driven analyses will assist in the responsible operating of the Department and provide another forum for evaluating progress on efforts to end Deputy Gangs and Deputy Cliques. The Department should track force incidents by shifts or deputy partners, checking for, and assessing, patterns that may indicate the need for re-assignments, transfers or,

discipline.

The Department should implement a “performance mentoring” process, overseen by Risk Management Bureau (“RMB”). The object of the program should be to identify “at-risk” employees by means of the automated “early identification and intervention system”.

Active management will determine the cause and the means of rectifying patterns of problematic conduct. Where leadership perceives the behavior as curable and non-recurrent, a mentoring program specifically designed to help the employee avoid future misconduct should be enacted.

7. <u>The Department must ensure that captains hold sergeants and lieutenants accountable for deputies under their supervision involved in Deputy Gangs and Deputy Cliques.</u>

It is essential that captains and lieutenants back up sergeants who face insubordination from members of Deputy Gangs and Deputy Cliques. Fulfilling this recommendation is a fundamental duty of captain- and lieutenant-level managers. They must assess lower ranking managers and supervisors as to their commitment to convey, support and enforce the Sheriff’s vision and intentions about Deputy Gangs and Deputy Cliques. Failure on the part of a captain to meet this obligation should be grounds for transfer or other appropriate employment action.

8. <u>The Department must ensure that sergeants actively and recurrently mentor deputy personnel and enforcement of the policy prohibiting Deputy Gangs and Deputy Cliques.</u>

For sergeants to succeed in conducting the policy prohibiting Deputy Gangs and Deputy Cliques they must be supported by the chain of command. The persistence of these groups is due in part to sergeants perceiving that higher ranking officers will not

support them. With that perception, much of the incentive for a sergeant to actively seek to eliminate such groups is removed. Creation and systematic use of a data base tracking the date, time, setting, duration, topics covered, personnel in attendance, and identity of mentor will allow assurance that the policy of the Sheriff is reenforced by those closest to the deputies who might consider participation in a Deputy Gang or Deputy Clique.

9. <u>The Sheriff should flatten the chain of command by eliminating at least one layer of supervision between him and the captains running patrol stations.</u>

As noted earlier in this Report, the Department's decentralized station- based structure has played a significant role in fostering Deputy Gangs and Deputy Clique. Deputies' loyalties are extended to the station rather than to the institution of the Department as a whole.

Despite some Sheriffs' prior efforts to eradicate Deputy Gangs and Deputy Cliques some patrol station captains where these groups have flourished have found it easier to do nothing than take them on. The COC interviewed several captains of stations with widely known, active Deputy Gangs or Deputy Cliques who professed to know nothing about them despite extensive media coverage of scandals and widespread awareness of deputies of their presence. Because of the relative ease of the "do nothing" choice, information has not consistently flowed up to Commanders, Chiefs, and Assistant Sheriffs. That must change. Shortening the chain of command will assist the Sheriff in seeing that his policies will be enforced.

Currently, there are six layers of reporting from a Captain of a Patrol Station to the Sheriff (Captain to a Commander to a Chief to an Assistant Sheriff to the Undersheriff to the Sheriff). This top-heavy structure has led to a level of autonomy at

certain patrol stations that has contributed to the continuation of these groups. Some have equated patrol stations to functioning more like fiefdoms than integral parts of a command structure where policy is implemented throughout the Department.

This level of autonomy would be ameliorated by a shorter chain of command which the Sheriff could accomplish in a number of ways. At a minimum, the Assistant Sheriff for Patrol Operations should be a direct report to the Sheriff.

10. The prohibition against joining or participating in Deputy Gangs or Cliques should be a condition of employment.

Once the Sheriff adopts Recommendation No. 2, above, non-participation in Deputy Gangs or Deputy Cliques should be an express condition of employment. Such a condition will make clear from inception what will not be tolerated by the Department.

VI. CONCLUSION

Special Counsel respectfully urges the COC to consider the factual findings and recommendations in this report and to deliver the report to Sheriff Luna for his consideration.

There can be no doubt that Deputy Gangs and Deputy Cliques have been, and still are, responsible for undermining discipline, morale, and safety of the public and Department personnel. Deputy Gangs and Deputy Cliques, as the seed from which Deputy Gangs grow, must be eliminated. Sheriff Luna has an opportunity to set the Department on the right path in the best interests of the Department and the community. Special Counsel recommends that the COC adopt the Report and Recommendations and deliver it to the Sheriff.

EXHIBIT A

CIVILIAN OVERSIGHT COMMISSION'S PROPOSED POLICY PROHIBITING DEPUTY CLIQUES

PREAMBLE TO PROPOSED POLICY

The policy set forth below is based on the following factual findings:

The existence of deputy cliques within the Los Angeles Sheriff's Department (LASD) dates back at least to 1971 and continues to the present. Deputy cliques are groups of Sheriff's deputies, assigned to a particular LASD patrol station or unit, who self-associate, self-identify and exclude other deputies assigned to the same station or unit, and thus are a subgroup within a particular station or unit. The deputy cliques identify themselves by name, e.g., the Banditos, the Executioners, the Regulators, the Grim Reapers, the Rattlesnakes, the Cowboys, etc., and often their members have common or matching tattoos or use hand signals, and engage in other rituals similar to street gangs.

The existence of deputy cliques within the LASD for the past fifty years has created myriad internal and external problems. Internally, the deputy cliques hurt morale within the LASD and create a shadow-system of supervision and leadership in conflict with each station's actual supervision and chain of command. Externally, the deputy cliques foster an "us-against-them culture" that leads to frequent and excessive uses of force, dishonesty, racial profiling, and the enforcement of a code of silence. The totality of deputy clique misconduct has eroded trust and mutual respect between the LASD and the communities they are supposed to serve.

The more notorious deputy cliques—such as the Vikings, the Wayside Whites, the Regulators, the 2000 Boys, 3000 Boys, the Jump Out Boys, the Posse, the Grim Reapers, the Banditos, and the Executioners—have generated scandals that cast the Department in a negative light and lawsuits that ultimately cost the County millions of dollars in settlements and judgments. The Los Angeles County Counsel has estimated that the clique-related misconduct and uses of force have cost the taxpayers at least $55 million in settlements. The actual settlement costs are likely much higher than this because LASD leadership has refused to investigate whether any deputy involved in a shooting is affiliated with a deputy clique.

For decades, independent oversight bodies and commissions have identified deputy cliques as a serious problem within the LASD and recommended that the leadership take affirmative action to eradicate deputy cliques.

In 1992, the Kolts Commission investigated use-of-force problems associated with patrol deputy cliques, such as the Vikings, and concluded that some members "appeared at least in times past to have engaged in behavior that is brutal and intolerable and is typically associated with street gangs." (Kolts Report at 323.) The Kolts Commission recommended that LASD officials "conduct an immediate, thorough Internal Affairs investigation to root out, and punish severely any lingering gang-like behavior by its deputies." (Id. at 332.) The LASD leadership declined to implement this recommendation.

In 1999, the United States Commission on Civil Rights released a report on use of force and police misconduct in Los Angeles, which addressed deputy cliques within the LASD. (Racial and Ethnic Tensions in American Communities: Poverty, Inequality, and Discrimination: Vol. V the Los Angeles Report.) The Commission stated, "Serious allegations persist that groups of deputies have formed associations that harass and brutalize minority residents." (Id. at 220). While the Sheriff had testified at one of the hearings that the LASD had no cliques, the Commission noted that he had recently acknowledged the existence of "an organized vigilante group of LASD employees" called the Posse that assaulted mentally ill inmates in their custody. (Id.) The Commission recommended, "The LASD should initiate a careful investigation into allegations of other deputy gangs," and urged the United States Department of Justice to open an investigation, as well. (Id.)

In 2012, the Citizens Commission on Jail Violence (CCJV) investigated use-of-force problems associated with custody deputy cliques, such as the 2000 Boys and the 3000 Boys. Like the Kolts Commission, the CCJV concluded that "the Department has a long history of deputy cliques" and that "these subcultures within the Department contributed to acts of insubordination, aggressive behavior, and excessive force in the jails for many years." (CCJV Report at 101.) The CCJV warned, "Cliques of deputies that resist or undermine supervision, violate Department policies, exert negative influences over deputies, use frequent and excessive force against inmates, and engage in violent behavior against members of the public and other deputies represent threats to the very integrity, ethics, and mission of the Department." (Id. at 104.) The CCJV recommended that

"Department leaders should actively discourage membership in deputy cliques and avoid promoting or condoning a culture of allegiance to a subpart of the Department." (Id. at 115.)

Despite these prior findings and recommended reforms, deputy cliques within the LASD have persisted. For example, a relatively new deputy clique, the Banditos, has emerged at the East Los Angeles station. Several female deputies have alleged they were pressured to provide sexual favors to Banditos in order to remain working at the station. At a September 18, 2018 off-training party, several Banditos severely beat new deputies whom they didn't want to work with at the East Los Angeles station. The Office of Inspector General (OIG) found that that the LASD internal investigation of the incident deliberately ignored the assailants' clique-affiliation as a motive for the assaults. The OIG concluded, "Substantial evidence exists to support the conclusion that the Banditos are gang-like and their influence has resulted in favoritism, sexism, racism, and violence." (OIG, Analysis of the Criminal Investigation of Alleged Assault by Banditos (Oct. 2020) at 29.)

Another new clique, the Executioners, has emerged at the Compton station. According to a recent whistleblower lawsuit filed by a Compton deputy, the Executioners exclude African Americans and women, and assault and retaliate against other deputies who challenge their authority at the station. "Prospects" who want to join the Executioners allegedly "chase ink" (i.e., seek to obtain permission to get an Executioners tattoo) by shooting somebody to prove that they are worthy of wearing their tattoo. The whistleblower has testified that the two deputies involved in the fatal shooting of Andres Guardado were prospects seeking to join the Executioners at the time of the shooting.

While some of the historic deputy cliques are gone, there is evidence that a number of deputy cliques are still in existence. They include: the Banditos (East LA station),[1] the Cowboys (Lancaster Station),[2] the Executioners,[3] the Grim Reapers,[4] the Rattlesnakes (Palmdale and Lancaster stations),[5] and the Regulators (Century Station).[6]

---

[1] See 50 Years of Deputy Gangs in the Los Angeles County Sheriff's Department, Loyola Law School, Jan. 2021, at pp. 4-7.
[2] Ibid., p. 10.
[3] Ibid., pp. 10-11.
[4] Ibid., p. 12.
[5] Ibid., p.18.
[6] Ibid., p. 18.

Efforts short of an outright ban on participation in deputy cliques have been ineffective. For example, despite a new policy adopted by the Sheriff in February 2020, there has not been one instance in which a deputy has been disciplined for his participation in a deputy clique.

In view of the foregoing, the only effective way of eradicating deputy cliques is to adopt the policy below which clearly prohibits, henceforward,[7] participation in, joining, or soliciting others to join a deputy clique.

MANUAL OF POLICY AND PROCEDURES

3-01/ - Joining and Participation in Deputy Cliques is Prohibited

Department personnel shall not participate in, join or solicit other Department personnel to join a deputy clique. A deputy clique is a group of Sheriff's deputies, assigned to a particular LASD station, unit or bureau, who self-associate, self-identify and exclude other deputies assigned to the same station or unit, and thus are a subgroup within a particular station or unit. Deputy cliques identify themselves by name, *e.g.*, the Banditos, the Executioners, the Regulators, the Grim Reapers, the Rattlesnakes, the Cowboys, etc., and often their members have common or matching tattoos or use hand signals, and/or engage in other rituals and behaviors similar to street gangs.

Any Department employee who participates in or joins a deputy clique, or solicits another employee to join a deputy clique, will be subject to discipline.[8]

Deputy cliques include but are not limited to the Banditos, the Executioners, the Regulators, the Grim Reapers, the Rattlesnakes, and the Cowboys and participation in or joining these deputy cliques is specifically prohibited.

This policy supersedes and replaces 3-01/050.83 of 2/14/2020

---

[7] The Policy set forth below is not intended to be retroactive. However, an employee of the LASD who joins, participates in a deputy clique, or solicit another employee to join a deputy clique on or after the effective date on which this Policy is adopted is subject to discipline for violation of the Policy.

[8] The Table of Discipline must provide for this as a distinct MPP violation. The range discipline for violation of this policy should range from reprimand, involuntary re-assignment, to and including termination.

Honorable Janice Hahn
500 W. Temple Street
Room 822
Los Angeles, CA 90012

FourthDistrict@bos.lacounty.gov

Dear Supervisor Hahn:

On behalf of the residents and businesses of [city], we greatly appreciate your work to improve public safety services in our community and across the county. We are also strongly in support of our newly elected Sheriff Robert Luna. We have confidence in the Sheriff's initial steps to solve some longstanding issues within the Sheriff's Department.

It is because of our support for your efforts, and for Sheriff Luna, that we convey our concern over the recent recommendations by the Sheriff's Civilian Oversight Commission. The recommendations, especially the one that mandates the rotation of deputy sheriff assignments, seem premature given that the Sheriff is just now starting to implement his strategies to reform the department and restore working relationship with the county's stakeholders.

Requiring deputies to rotate out of our city seems like a course of action designed to relocate our experienced deputy personnel, rather than solving deputy gang problems more closely associated with the former Sheriff.

Of the many challenges faced by our new Sheriff and his capable command staff, we would much rather focus on the issues that would bring more, qualified deputies to serve in our city. We know our Sheriff's patrol station is understaffed, and any effort that would allow hiring more sworn personnel seems like a productive course of action.

Thank you for your time and effort on this important issue.

Sincerely,

XX

City of Rolling Hills INCORPORATED JANUARY 24, 1957

Agenda Item No.: 14.D
Mtg. Date: 06/26/2023

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

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

THRU: **DAVID H. READY**

SUBJECT: **RECEIVE AND FILE A VERBAL REPORT FROM THE DRAINAGE AD HOC COMMITTEE (MAYOR PRO TEM LEAH MIRSCH AND COUNCILMEMBER JEFF PIEPER)**

DATE: **June 26, 2023**

BACKGROUND:
None.

DISCUSSION:
None.

FISCAL IMPACT:
None.

RECOMMENDATION:
Receive and file.

ATTACHMENTS:

Agenda Item No.: 15.A
Mtg. Date: 06/26/2023

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

FROM: **ELAINE JENG,**

THRU: **DAVID H. READY**

SUBJECT: **RECEIVE AND APPROVE THE PROPOSAL FOR A BLOCK CAPTAIN EDUCATION AND SOCIAL EVENT ON THE CITY HALL CAMPUS ON SUNDAY, AUGUST 27, 2023; EVENT TO INCLUDE ART WORK FOR SALE BY RESIDENT DON CROCKER; A PERCENTAGE OF THE SALE PROCEEDS TO BE GIFTED TO THE CITY TO BENEFIT EMERGENCY PREPAREDNESS MEASURES IN THE COMMUNITY**

DATE: **June 26, 2023**

BACKGROUND:
On Wednesday, June 14, 2023, the Block Captain Leads (Marian Visco, Debra Shrader, Marita Geraghty) and resident Don Crocker met at City Hall to discuss a potential social, and educational community event for Sunday, August 27, 2023 between 4 and 5:30pm at the City Hall campus.

At this event, the Block Captain Leads want to honor resident Steve Schultz for his willingness to use his property on Johns Canyon Road, in the event of an emergency, to evacuate residents out of Rolling Hills. The Block Captain Leads also want to invite the Los Angeles County Fire Department to provide a report on 2023 defensible space inspections in Rolling Hills.

Mr. Crocker is a longtime resident and has been a proponent of communitywide emergency preparedness measures for many years. He is also an artist that has produced many pieces of artwork, painting landscapes of California. Mr. Crocker proposed to bring his artwork to the event for sale and donate 25% of sales to the City of Rolling Hills to implement the following emergency preparedness measures:

- Signage within the limits of the city to guide drivers to available exits; and
- To improve the extension of Portuguese Bend Road to create a fire road to Rancho Palos Verdes

These measures have been on Mr. Crocker's mind after having lived through the 1973, and 2009 wildfires in Rolling Hills.

Staff discussed Mr. Crocker's proposal with the City Attorney and a gift agreement between the city and the resident could be the vehicle to accept the donation.

DISCUSSION:
The Block Captain Leads supports Mr. Crocker's proposal and at the June 14, 2023 meeting discussed details, and logistics for the event. The Block Captain Leads expressed that the measures Mr. Crocker wants to be implemented with his donation are worthwhile measures that will benefit the entire community.

If approved by the City Council, the Block Captain Leads, Mr. Crocker and staff will hold another planning meeting for the event in early July 2023 to invite the guest of honor, to secure the Los Angeles County Fire Department for a report on this year's defensible space inspections in Rolling Hills, and work with the City Attorney to finalize the gift agreement with Mr. Crocker. The agreement would be presented to the City Council for approval prior to the event.

FISCAL IMPACT:
Based on cost of previous events hosted by the Block Captain Program, the Sunday, August 27, 2023 event is anticipated to cost between $900 to $1,200. There is sufficient funds in the approved budget for Fiscal Year 2023-2024 under account 01-65-917 for the event.

RECOMMENDATION:
Approve as presented.

ATTACHMENTS:
CA_AGR_230626_ DonCrocker_ArtExhibit_MonetaryDonation_Draft.pdf

AGREEMENT FOR TEMPORARY EXHIBITION OF ART EXHIBIT BETWEEN THE CITY OF ROLLING HILLS AND DON CROCKER

This Agreement for Temporary Public Exhibition of Art Exhibit ("Agreement") is entered into as of June 26, 2023 ("Effective Date"), by and between the City of Rolling Hills ("City") and Don Crocker ("Permittee) for display of a public art exhibit ("Art Exhibit") at Rolling Hills City Hall located at No. 2 Portuguese Bend Road Rolling Hills, CA 90274 ("Exhibition Site") upon the terms and conditions and for the purposes and uses hereinafter set forth. City and Permittee are referenced individually as "Party" and collectively as "Parties."

RECITALS

WHEREAS, the City is the owner of City Hall, certain real property located at 2 Portuguese Bend Road, Rolling Hills in the State of California;

WHEREAS, the City recognizes the importance of supporting and promoting local artists and desires to foster cultural growth within the community;

WHEREAS, Permittee, a recognized local artist, has expressed interest in utilizing the Exhibition Site more particularly described and depicted in the attached Exhibit A of this Agreement to showcase their artwork in the form of an art exhibit;

WHEREAS, the City acknowledges the artistic value and potential economic benefit that the Art Exhibit can bring to the local community;

WHEREAS, the City has approved a temporary exhibition of Permittee's Art Exhibit to be located at Exhibition Site;

WHEREAS, in furtherance of the City's commitment to the arts, the City and the Permittee wish to enter into this Agreement to govern the terms and conditions for the Permittee's use of the Exhibition Site for the Art Exhibit;

WHEREAS, Permittee desires and agrees to donate twenty-five percent (25%) of all gross income generated from the Art Exhibit to the City as a gesture of appreciation

DRAFT

for the City's support and to contribute to the City's ongoing fire preparedness and disaster prevention efforts;

WHEREAS, the City desires to accept this donation on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained, the Parties agree as follows:

1. Recitals. The Parties hereby incorporate by reference the Recitals above as if fully set forth herein.
2. License. Subject to the terms and conditions of this Agreement and City's sole discretion, the City hereby grants to Permittee a one-time, revocable, non-exclusive license for the benefit of Permittee to enter and use the Exhibition Site from August __, 2023 through August __, 2023 ("Exhibition Period") for the purpose of installing, displaying, and removing the Art Exhibit. City and its agents shall have access to the Exhibition Site at all times. Licensee agrees to inform the City in advance and obtain their prior written approval regarding the time period for which they intend to use the Exhibition Site during the Exhibition Period. The request should provide sufficient details regarding the purpose of usage and any specific requirements associated with the Exhibition Site. The City reserves the right to grant or deny approval at its sole discretion. Permittee is not authorized to use any City property or public right-of-way located outside of the Exhibition Site.
    A. Invitees. All of Permittee's invitees shall be subject to the same terms and conditions pertaining to the use of the Exhibition Site as the general public.

3. Limitations. All rights expressly granted to Permittee under this Agreement, which will be exercised at Permittee's sole cost and expense, are subject to the prior and continuing right of the City under applicable laws to use all parts of the Exhibition Site and City Hall exclusively or concurrently with any other person or entity. Use of the Exhibition Site is further subject to all deeds, easements, dedications, conditions, covenants, restrictions, encumbrances, and claims of title of record that may affect the Exhibition Site. Nothing in this Agreement may be deemed to grant, convey,

DRAFT

create, or vest in Permittee a real property interest in personal or real property owned by City, including any fee, leasehold interest, or easement.

4. Permittee's Responsibilities**.**

   A. Transportation, Installation, and Maintenance. Transportation of the Art Exhibit to and from the Exhibition Site, installation, and maintenance shall be the sole responsibility of Permittee.

   B. Repairs. Permittee shall maintain, or cause to be maintained, the Art Exhibit in first class condition and shall repair and/or replace, or cause to be repaired and/or replaced, any damage to the Art Exhibit immediately upon notice of such damage being discovered. All such maintenance, repair, replacement, and restoration shall be at the sole cost of Permittee, without any expectation of contribution or reimbursement by City.

   C. Maintenance. During the entire term of this Agreement, Permittee shall maintain the Exhibition Site in a safe and clean condition. In the event Permittee fails to maintain the Exhibition Site in a safe and clean condition, Permittee agrees and understands that City may, at its option, repair said Exhibition Site.

   D. Removal of Art Exhibit. If the Art Exhibit sells during the Exhibition Period, Permittee shall remain responsible for removal of Art Exhibit by the end of the Exhibition Period. If Permittee fails to remove the Art Exhibit from the Exhibition Site within fourteen (14) days of the termination of the Exhibition Period, the City will remove and dispose of Art Exhibit as necessary and Permittee will pay the reasonable cost for this removal.

   E. Permits. Permittee shall be required to obtain any necessary permits and approvals from the City in connection to the Art Exhibit and to pay all fees and charges associated therewith prior to the Exhibition Period's commencement.

   F. Alterations. Permittee agrees that it shall not make, erect, or install any machines, signs, or other improvements at or near the Exhibition Site without the consent of the City. No changes or improvements may be made to the Exhibition Site without the prior written consent of the City prior to alteration.

DRAFT

5. Prohibited Uses. Permittee shall not do or permit anything to be done in or about the Exhibition Site, or bring to or keep anything therein, which will in any way constitute a nuisance, affect fire or other insurance on the Exhibition Site, or which shall in any way conflict with any law, ordinance, rule, or regulation affecting the occupancy, use or safety of the Exhibition Site which is or may hereafter be enacted or promulgated by any public authority. Permittee shall not store any hazardous materials at or near the Exhibition Site.
    A. Exclusive Use. The Exhibition Site shall be used only and exclusively for the purpose of installing, operating, displaying, and removing the Art Exhibit and for no other purpose whatsoever without the prior written consent of the City.

6. Termination. This Agreement may be terminated by City (i) upon a failure by Permittee to comply with the terms and conditions of this Agreement and, (ii) upon 1-day notice to Permittee, for any reason whatsoever. No additional instrument, consent or action by any Party shall be required to terminate this Agreement.

7. Assumption of Risk Regarding Condition of Exhibition Site. Permittee acknowledges that the Exhibition Site is in an AS-IS condition and neither City nor any agent or designee of City has made any representation or warranty with respect to the Exhibition Site or the condition of the Exhibition Site or any improvements located at or near the Exhibition Site. Entering onto the Exhibition Site by a Permittee's invitee (i) shall be at the invitee's sole risk and the invitee acknowledges that the invitee has assumed the risk of entry upon the Exhibition Site for the invitee's person and property, and (ii) shall conclusively establish that the Exhibition Site was in satisfactory condition for its intended purpose.

8. Inspection. The proposed construction of any improvements at or near the Exhibition Site shall be subject to monitoring, inspection, and approval by the City.

DRAFT

9. Donation. Permittee agrees to donate to the City twenty-five percent (25%) of all gross income earned from any sales made in connection with the Art Exhibit. This donation will be deemed a gift to the City. Within fourteen (14) following conclusion of the Exhibition Period, Permittee shall render to the City a detailed report of gross income for any sale made in connection with the Art Exhibit signed by Permittee or its authorized representative under penalty of perjury. Gross income shall include all income originating from the sales at the Art Exhibit whether via cash, credit or other payment method. In the event any attendees at the Art Exhibit contribute any amount in excess of the listed sales prices, Permitee shall render 100% of that amount to the City. Acceptance of the donation implies no reciprocal agreement of obligation to Permittee by the City. This obligation shall be binding on Permittee and its respective successors in interest.

10. Use of Donated Funds. The City agrees to use the donated funds to design, acquire and install signage directing those in the City of the evacuation routes ot be used in the case of emergency and to investigate (and construct/install) the possibility of extending Portuguese Bend Road in the City to connect to [INSERT ROAD]. Permittee recognizes that the extension of Portuguese Bend Road is contingent on numerous other factors outside of the City's control, including that the City does not own the land necessary for this extension. Further, Permittee agrees and acknowledges that, after reasonable efforts by the City to explore the extension of Portuguese Bend Road, the extension is not feasible, the City may use any remaining donated funds for other efforts related to fire preparedness and disaster prevention/planning.

11. Records. Permittee shall maintain complete and accurate records with respect to all sales made in connection with the Art Exhibit. City shall have the right at any and all reasonable times to examine and audit said books, records, financial statements, and documentation, without restriction, for the purpose of determining the accuracy thereof and the accuracy of the report of gross income submitted.

DRAFT

12. Reproduction Rights. Permittee hereby grants a royalty free license in perpetuity to City, its employees and its agents, to photograph, film, videotape, or otherwise depict the Art Exhibit at any time during the Exhibition Period and to use such photographs, film, videotapes, or depictions at any time thereafter for non-commercial purposes. Such reproduction and images which feature the Art Exhibit as art for publicity, promotion, and educational purposes shall, to the extent reasonably possible and appropriate, give reference to Permittee. Reproduction and images of Art Exhibit in which the purpose of the reproduction or image is predominantly unrelated to the Art Exhibit shall not require reference to Permittee. Permittee and his agents, heirs, successors, and assigns hereby waive any and all rights they may have against the City, and its employees, and its agents, under the California Art Preservation Act, as set forth in California Civil Code Section 987, and any similar laws, such as the Federal Visual Rights Act, if applicable. Permittee, his agents, heirs, successors and assigns also agree to attempt to defeat this waiver by cooperating with any other person or organization which seeks to bring an action under California Civil Code Section 989 or any similar law, if applicable.

13. Noise and Nuisances. Any excessive noise, disturbances, or other nuisances caused during the Art Exhibit that disrupt the peace, well-being, or enjoyment of neighboring properties or individuals shall be grounds for immediately terminating the event. The City reserves the right to take appropriate action to enforce compliance with this provision and seek any remedies available under the law if necessary.

14. Insurance. Prior to the Exhibition Period, Permittee shall provide evidence satisfactory to City that it has secured all insurance required under this Section. Permittee shall not commence utilizing the Exhibition Site until it obtains policies of insurance required under this section.

    A. Insurance Required. The insurance shall cover Permittee, its agents, representatives and employees in connection with the performance of work

DRAFT

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

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

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

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

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

E. Evidence of Insurance. Permittee 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 Permittee to procure or

DRAFT

maintain said insurance in full force and effect shall constitute a material breach of this Agreement .

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

16. Permittee's Employees. Neither the City nor any of its agents shall have control over the conduct of the Permittee or any of Permittee's employees, except as herein set forth. Permittee 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.

17. Compliance. Permittee agrees to comply with all Federal, State and local laws, regulations, ordinances, and rules. Permittee agrees that it will be solely responsible for any and all lawful taxes, fees and assessments relating to its use of the Exhibition Site and this Agreement.

DRAFT

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

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

PERMITTEE: Don Crocker
14 Cinchring Road
Rolling Hills, CA, 90724

19. Miscellaneous.

A. Entire Agreement. This Agreement represents the entire Agreement between City and Permittee and no other representations, whether oral, written or implied, have been made nor may be relied upon by either City or Permittee.

B. Construction of Agreement. In determining the meaning of, or resolving any ambiguity with respect to, any word, phrase or provision of this Agreement, neither this Agreement nor any uncertainty or ambiguity herein will be construed or resolved against either Party (including the party primarily responsible for drafting and preparation of this Agreement), under any rule of construction or otherwise, it being expressly understood and agreed that the Parties have participated equally or have had equal opportunity to participate in the drafting hereof.

DRAFT

C. Modification. No change or modification of the terms or provisions of this Agreement shall be deemed valid unless in writing and signed by both parties.

D. Governing Law. This Agreement is entered into in and shall be construed, interpreted, and applied in accordance with the laws of the State of California. Any litigation or arbitration regarding this Agreement shall be brought in Los Angeles County or conducted in Los Angeles County.

E. Further Assurances. Each of the parties hereto shall execute and deliver any and all additional papers, documents and other assurances, and shall do any and all acts and things reasonably necessary in connection with the performance of their obligations hereunder and to carry out the intent and agreements of the parties hereto.

F. Attorneys' Fees. In the event of any action or proceeding to enforce or construe any of the provisions of this Parking License, the prevailing party in any such action or proceeding shall be entitled to attorneys' fees and costs.

G. Captions. The captions used herein are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or the intent of any section hereof.

H. Assignments. Permittee shall not voluntarily or by operation of law assign or transfer, all or any part of Permittee interest in this Agreement, without City's prior written consent, which consent may be withheld by City in City's sole and absolute discretion. Any attempted action described above without the prior written consent of City shall be void.

I. Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

J. Authority. Permittee has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement.

K. Counterparts. This Agreement may be executed in counterparts and when so executed by the Parties, shall become binding upon them and each such counterpart will be an original document.

DRAFT

L. Severability. If one or more of the provisions of this Agreement is hereafter declared invalid or unenforceable by judicial, legislative or administrative authority of competent jurisdiction, then the Parties agree that the invalidity or unenforceability of any of the provisions shall not in any way affect the validity or enforceability of any other provisions of this Agreement.

M. Waiver. No provision, requirement, default or breach of this Agreement shall be deemed waived by either Party except in writing.

N. Facsimile or Electronic Signatures. Signatures delivered by facsimile or electronically shall be binding as originals upon the Party so signing and delivering; provided, however, that original signature(s) of each party shall be required for each document to be recorded.

O. Warranty of Authorized Signatories. Each of the signatories hereto warrants and represents that he or she is competent and authorized to enter into this Agreement on behalf of the party for whom he or she purports to sign.

[Signatures on Following Pages]

DRAFT

CITY:

CITY OF ROLLING HILLS,
a chartered municipal corporation

By:

_____

Title:_____

Date:

_____

PERMITTEE:

[Name]

By:

_____

Date:

_____

APPROVED AS TO FORM:

By:

_____

Patrick Donegan
City Attorney for the City of Rolling Hills

DRAFT

EXHIBIT A

Description of Exhibition Site

DRAFT

Agenda Item No.: 15.B
Mtg. Date: 06/26/2023

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

FROM: **ELAINE JENG,**

THRU: **DAVID H. READY**

SUBJECT: **CONSIDER A PROPOSAL FROM PALOS VERDES PENINSULA TRANSIT AUTHORITY TO PROVIDE TRANSIT SERVICES FOR ROLLING HILLS RESIDENTS; AND PROVIDE DIRECTION TO STAFF**

DATE: **June 26, 2023**

BACKGROUND:
Palos Verdes Peninsula Transit Authority (PVPTA) provides mass transit services for the Peninsula serving key locations such as civic centers, schools, libraries, and shopping centers.

The current Chairman of the Board of PVPTP is Rancho Palos Verdes Councilmember David Bradley. PVPTP Administrator is Martin Gombert. Mr. Gombert reached out to staff, on behalf of Chair Bradley to discuss the city's interest in joining PVPTA.

One service offered by the PVPTA is the dial-a-ride (DAR). The DAR service goes anywhere on the Palos Verdes Peninsula that has a Palos Verdes address. The DAR service goes off the Palos Verdes Peninsula for medical purposes only. The service goes to all hospitals, medical buildings, and doctor's office in the following areas: Torrance, Harbor City, San Pedro, and Redondo Beach (primarily South Bay Medical Center on Prospect).

Included with this report is the PVPTA information sheet on the DAR service.

DISCUSSION:
To join PVPTA, Mr. Gombert provided an estimate of the participation cost as follows:

Funding per person	$20.56
Rolling Hills Population	1,684
Rolling Hills Contribution	$34,616

The "funding per person" was derived from the contribution from three other Peninsula cities divided by the combined population from the three cities.

FISCAL IMPACT:
Proposition A was approved by Los Angeles County voters in November 1980. it is a half-cent sales tax dedicated to transportation funding and was the first of its kind to address transportation challenges in Los Angeles County.

The Proposition A expenditure plan includes three categories: 25% to Local Return Programs, 35% to rail development and 40% to discretionary.

The City of Rolling Hills Proposition A Local Returns is approximately $45,000 per fiscal year. If the City Council desires to participate in PVPTA to provide DAR service to the residents of Rolling Hills, PVPTA would accept the transfer of Proposition A Local Returns in lieu of cash.

In January 2023, the City Council approved an exchange involving a transfer of $58,400 of Proposition A Local Returns to the City of Beverly Hills in exchange for $43,800 of General Fund to the City of Rolling Hills. The exchange is in progress and should be finalized via wire transfer before June 30, 2023.

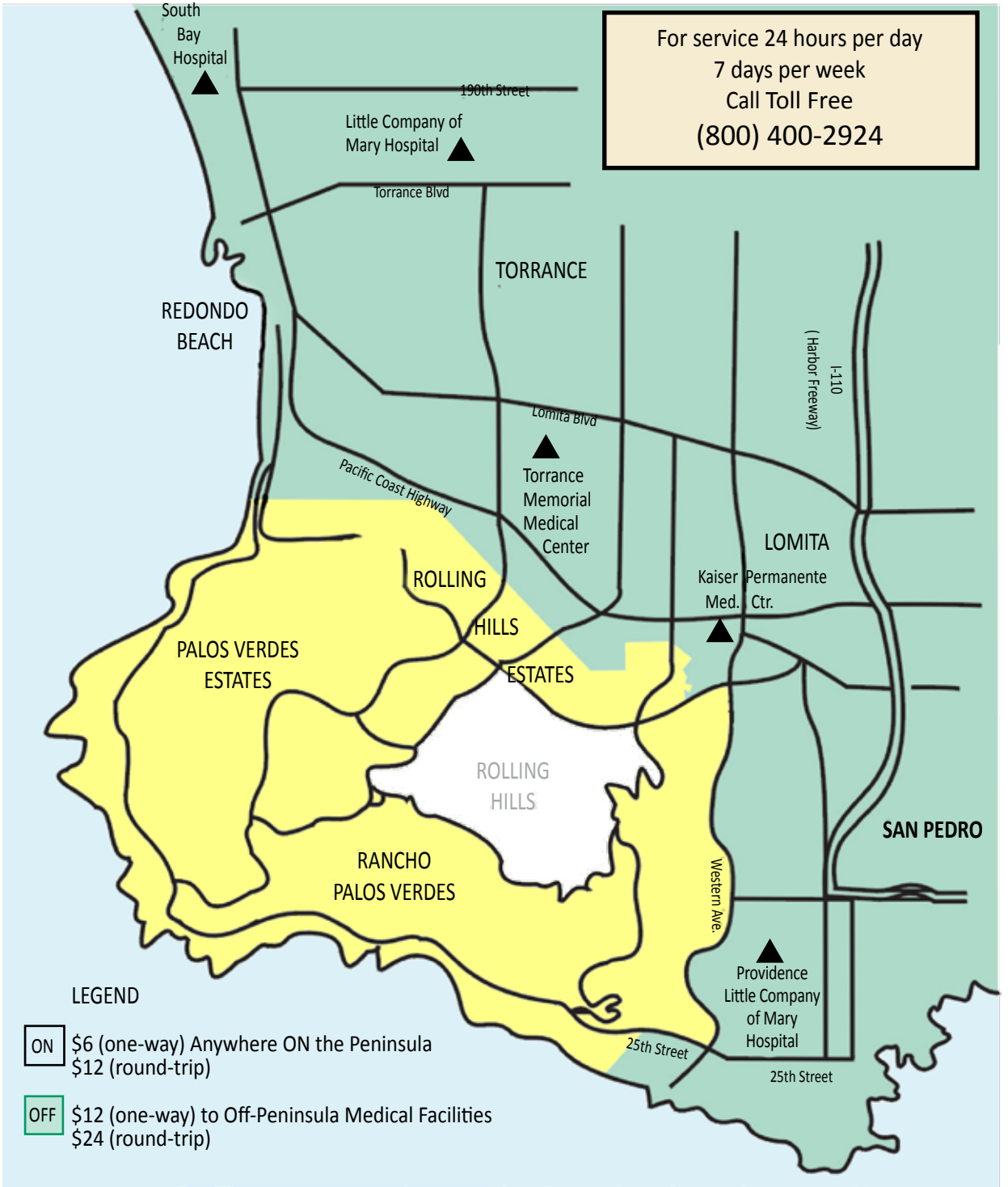
Historically, the city has exchanged Proposition A Local Returns with interested agencies, including PVPTA for General Fund ($1 of Proposition A Local Returns to $0.75 General Fund).

Based on Mr. Gombert's estimate for cost to participate, there is sufficient Proposition A revenue to join PVPTA commencing July 1, 2023.

RECOMMENDATION:
Consider proposal and provide direction to staff.

ATTACHMENTS:
route_map_2021.jpg
dial_a_ride_information_registration-2015.pdf


Blue Route
Gold Route
Green Route
Green Eastview
Silver Route
White Route
Orange Route
Route 225
Route 226
Ridgecrest School Route
Malaga Cove Plaza
City Hall
Library
Palos Verdes Golf Club
Palos Verdes Estates
Rolling Hills Estates
Torrance Municipal Airport
Rancho Vista School
City Hall
PV Intermediate School
PV High School
Coronel Plaza
Peninsula High School
The Shops at Palos Verdes
South Coast Botanic Garden
Vista Grande School
PV Library
Palos Verdes Reservoir
George F. Canyon Preserve
Lunada Bay School
Pt. Vicente School
Ridgecrest Intermediate School
Miraleste School
Miraleste Plaza
Rancho Palos Verdes
Rolling Hills
Mira-Catalina School
San Pedro Peninsula Hospital
City Hall
Coast Guard Station
Shoreline Park
Marymount College
Friendship Regional Park
Pacific Ocean
Metro Silverline
© 5/18 PALOS VERDES PENINSULA TRANSIT AUTHORITY



For service 24 hours per day
7 days per week
Call Toll Free
(800) 400-2924

Palos Verdes Peninsula
PVPTA
TRANSIT AUTHORITY

Your doorway to travel around the Palos Verdes Peninsula*

*OFF PENINSULA FOR MEDICAL PURPOSES ONLY



DIAL-A-RIDE and DIAL-A-LIFT

(310) 544-7108

Serving
Seniors and Residents with disabilities in Palos Verdes Estates, Rancho Palos Verdes, Rolling Hills Estates and unincorporated Peninsula areas of Los Angeles County.

FOR MEMBERSHIP INFORMATION
www.palosverdes.com/pvtransit/

Palos Verdes Peninsula
PVPTA
TRANSIT AUTHORITY

What Is the PV Transit Dial- A-Ride/ Dial- A-Lift Program?

This transportation service is a convenient way to travel around the Palos Verdes Peninsula area. Taxi cabs and ramp vans for the disabled are used to transport passengers on the Palos Verdes Peninsula and surrounding areas.
(Refer to the Service Area)

How is the service financed?

The Palos Verdes Peninsula Transit Authority (PVPTA) is an agency consisting of the cities of Rancho Palos Verdes, Palos Verdes Estates, and Rolling Hills Estates. These member cities and Los Angeles County fund the Dial- A-Ride /Dial-A-Lift services.

Who is eligble for this program?

Palos Verdes Peninsula residents who are seniors (62+) or disabled, are eligible to become members of this program and use the service. If you are under 62 years of age, you must complete a Physician's Verification Form provided by the PVPTA office.

How do I register for the program?

Before you can ride, you must register for membership and purchase rides by mail, or at the PV Transit office located at:
38 Crest Rd. West, Rolling Hills, CA 90274.
Membership takes approximately 5-10 days.

How much does it cost?

The registration fee is $10

- When registering, and at the same time, you purchase rides for $6.00 each, payable by check, or Visa/Master Card in the PVPTA office only. **A four (4) ride minimum applies to all new members.**
- You will be issued a TaxiCard and your purchased trips will be electronically applied to this card. Your rides never expire!
- A maximum of tweny-four rides can be purchased during a one month period. If you should need additional rides for medical reasons only, contact us – we will work with you!

Trips ON the Palos Verdes Peninsula:

- One ride fare is required for a one-way trip within the Palos Verdes Peninsula.
- Two ride fares are required for a round trip within the Palos Verdes Peninsula.

Trips OFF the Palos Verdes Peninsula are for medical purposes only into surrounding communities and back again ***(see Service Area below)*** **and the ride fares are double as follows:**

- **Two ride fares are required for a one-way trip and four ride fares are required for a round trip.**

Service area

Dial-A-Ride and Dial-A-Lift services are provided ***ON the Palos Verdes Peninsula for any trip purpose.***

Dial-A-Ride and Dial-A-Lift service goes ***OFF the Palos Verdes Peninsula for medical purposes only.*** The service goes to all hospitals, medical buildings, and doctor's offices in the following areas only: Torrance, Harbor City, San Pedro, Lomita and Redondo Beach (primarily South Bay Medical Center on Prospect Avenue).

Hours of service

Dial-A-Ride/Dial-A-Lift service operates 24 hours a day, seven days a week.

How to use the service

After you have received your membership confirmation and membership materials, you can now call for service. The Taxi Company phone number is located on the back of your TaxiCard and is: 1-800-400-2924. Identify yourself as a Palos Verdes Dial-A-Ride or Dial-A-Lift member and request service. You may also request a return ride at the same time, or simply call the 800 number again when you are ready to return. Passengers may have to wait 15-20 minutes for a ride. ***Caretakers and/or escorts ride for free!***

REMINDER: One cannot travel between more than one point off the Palos Verdes Peninsula without returning to the original pick-up point in Palos Verdes, most commonly the members home address. If you do request an additional ride to the driver, it will be the members responsibility to personally pay for this portion of your trip. The driver cannot accept your TaxiCard for this extra added on service.

PLEASE REMEMBER: Your rides are prepaid! ***Never*** pay the Taxi driver cash for your ride except for tip. The Taxi driver only needs to swipe your TaxiCard ***once*** regardless of poor transmission on a given day, or due to the Palos Verdes terrain. The Taxi transmission will go into the Taxi memory to be retrieved after leaving the area!

Palos Verdes Peninsula
PVPTA
TRANSIT AUTHORITY

PV TRANSIT
P.O. Box 2656
Palos Verdes Peninsula, CA 90274-7109
Tel: (310) 544-7108 Fax (310) 544-7109

Last Name First Name M.I.

Street Address City Zip

Telephone No. ( ) _____

Cell Phone No. ( ) _____

Age_____ Birthdate_____/_____/_____

PERSON TO CALL IN CASE OF EMERGENCY:

Name_____

Relationship _____

Telephone No. ( ) _____

NOTE:
To avoid your registration form being returned back to you, please enclose your personal check for payment along with your COMPLETED form

PLEASE CHECK ALL THE APPLICABLE BOXES BELOW:

- ☐ Wheelchair bound
- ☐ Wheelchair folds to ride in car
- ☐ Cane / Crutches
- ☐ Walker
- ☐ Ambulatory
- ☐ Hearing Impaired
- ☐ Visually Impaired
- ☐ Alzheimer's Disease
- ☐ Travels with Caretaker
- ☐ Disabled
- ☐ Age under 62 years

SPECIAL INSTRUCTIONS

_____

_____

_____

For PVPYA USE ONLY:

DAR/DAL REG:# _____

TaxiCard # _____ **388**



Program Information

The Palos Verdes Transit Authority Dial-A-Ride/Dial-A-Lift Card Program was established to assist program members with a quick and easy way to travel. Once you are registered to be a member of the program you should receive your new Taxi Swipe Card within 5-10 business days.

Do Not Lose Your Card !
Keep it in a Safe Place.

New Program Benefits

- No more lost coupons
- You always know how many trips are left on the swipe card
- You can manage your trips more effectively
- You do not need to buy a new set of vouchers if your card is lost
- Better tracking of trips

Frequently asked Questions

How do I schedule a pick-up?
You will call the designated number located on the back of your swipe card to schedule a trip.

How do I use my card?
Your card must be presented at the pick up and drop off. If your card does not have a picture, the driver will require you to show your identification. Please be sure to carry your card or you may be denied service.

Can I share a ride with someone?
Dial-A-Ride/Dial-A-Lift does allow for you to share a ride at no charge (caretaker, escort) but you must meet the following criteria:

- Are picked up and dropped off at the same point
- You cannot lend your card to a friend or family member

Can my cab wait for me?
No. Sorry! The service does not allow any wait time. You will have to call again for another cab to pick you up. Round trips are not allowed on one swipe.

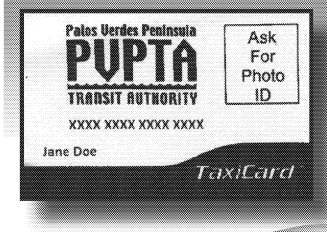
Should I get a receipt?
Yes! This allows you and the driver to know that the trip was authorized and how many trips are remaining on your account.

Who should I call if I have questions or comments?
The PV Transit office at (310) 544-7108.

DIAL-A-RIDE and DIAL-A-LIFT

NOTICE:

NEW PROGRAM INFORMATION









Palos Verdes Peninsula
PVPTA
TRANSIT AUTHORITY

www.palosverdes.com/pvtransit/

Palos Verdes Peninsula
PVPTA

Dial-A-Ride/Dial-A-Lift

Safe...Reliable...Convenient

How the Program Works

The purpose of the Dial-A-Ride/Dial-A-Lift Swipe Card Program is to increase program efficiencies and assist riders with a convenient and easy, convenient way to travel.

- When you become a member of the program, you will be issued a swipe card.

- Trips may be purchased in person at the PV Transit office located at 38 Crest Road West, Rolling Hills, CA 90274, or by mailing your check to: P.O. Box 2656, PVP, CA 90274.

- Your purchased trips will be applied to your new swipe card immediately.

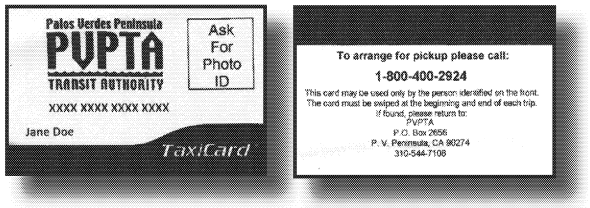
- You will be able to call a designated 800 number shown on the back of your new swipe card to make reservations and taxi or van service will be provided as requested.

- Simply present the swipe card to the driver and it will be used to pay for taxi or van within approved boundaries.

- The driver will stop at the boundaries and swipe your card. The trips will then be immediately deducted from your card and you will receive a receipt.

- Always make sure you get your card back from the driver!

- If you have any questions or comments, please call the PV Transit office at (310) 544-7108.



NOTICE: ***DAR/DAL service goes off the Palos Verdes Peninsula for medical purposes only.*** The service goes to all hospitals, medical buildings, and doctors offices in the following areas: *Torrance, Harbor City, San Pedro, Lomita and Redondo Beach (primarily South Bay Medical Center on Prospect).*

To get to your destination



1. Call (800)400-2924 to reserve a ride
2. Present your new swipe card for proof of membership
3. Allow the driver to swipe your card
4. Always make sure the driver gives your card back to you

Once you get to your destination

1. Present your card again to the driver
2. Allow the driver to swipe your card
3. Sign the receipt
4. Keep a copy of the receipt
5. Always make sure the driver gives your card back to you



City of Rolling Hills INCORPORATED JANUARY 24, 1957

Agenda Item No.: 16.A
Mtg. Date: 06/26/2023

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

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

THRU: DAVID H. READY

SUBJECT: PERSONNEL PURSUANT TO GOVERNMENT CODE SECTION (B) 54957
THE CITY COUNCIL MAY MEET IN CLOSED SESSION TO CONSIDER THE APPOINTMENT/EMPLOYMENT OF A PUBLIC EMPLOYEE. (CITY MANAGER)

DATE: June 26, 2023

BACKGROUND:
None

DISCUSSION:
None

FISCAL IMPACT:
None

RECOMMENDATION:
None.

ATTACHMENTS: