



City of Rolling Hills

INCORPORATED JANUARY 24, 1957

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

AGENDA REGULAR MEETING

**CITY COUNCIL
MONDAY, JUNE 24, 2019**

**CITY OF ROLLING HILLS
7:00 P.M.**

Next Resolution No. 1242

Next Ordinance No. 362

1. CALL TO ORDER

2. ROLL CALL

PLEDGE OF ALLEGIANCE

3. OPEN AGENDA - PUBLIC COMMENT WELCOME

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

4. CONSENT CALENDAR

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

- A. MINUTES – REGULAR MEETING OF JUNE 10, 2019.
RECOMMENDATION: APPROVE AS PRESENTED
- B. PAYMENT OF BILLS.
RECOMMENDATION: APPROVE AS PRESENTED
- C. REPUBLIC SERVICES RECYCLING TONNAGE REPORT FOR MAY 2019.
RECOMMENDATION: APPROVE AS PRESENTED
- D. FINANCIAL STATEMENT FOR THE MONTH OF MAY 2019.
RECOMMENDATION: APPROVE AS PRESENTED

5. COMMISSION ITEMS

NONE.

6. PUBLIC HEARINGS

NONE.

7. OLD BUSINESS

NONE.

8. NEW BUSINESS

- A. CONSIDERATION AND APPROVAL OF A FIVE-YEAR (2019-2024) MUNICIPAL LAW ENFORCEMENT SERVICE AGREEMENT AND SUPPLEMENTAL TRAFFIC ENFORCEMENT WITH THE LOS ANGELES COUNTY SHERIFF'S DEPARTMENT.
- B. CONSIDERATION OF APPROVAL OF RESOLUTION NO. 1241, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROLLING HILLS MODIFYING ROLLING HILLS FEES BY INCREASING CONSTRUCTION AND DEMOLITION PERMIT FEE, ESTABLISHING WATER EFFICIENT LANDSCAPE ORDINANCE REVIEW FEE, ESTABLISHING COMPLIANCE DEPOSITS AND REPEALING RESOLUTION NO. 1226.

9. MATTERS FROM THE CITY COUNCIL AND MEETING ATTENDANCE REPORTS

NONE.

10. MATTERS FROM STAFF

- A. STATUS REPORT ON THE EASEMENT DEDICATION AND ANNEXATION OF THE SEWER LINE ALONG JOHNS CANYON ROAD BY THE LOS ANGELES COUNTY SEWER MAINTENANCE DISTRICT (ORAL).

11. ADJOURNMENT

Next meeting: Monday, July 8, 2019 at 7:00 p.m. in the Council Chamber, Rolling Hills City Hall, 2 Portuguese Bend Road, Rolling Hills, California.

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.

All Planning Commission items have been determined to be categorically exempt pursuant to the California Environmental Quality Act (CEQA) Guidelines unless otherwise stated.

**MINUTES OF
A REGULAR MEETING
OF THE
CITY COUNCIL OF THE
CITY OF ROLLING HILLS, CALIFORNIA
MONDAY, JUNE 10, 2019**

1. CALL TO ORDER

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

2. ROLL CALL

Councilmembers Present: Mayor Mirsch, Pieper, Dieringer, Black, and Wilson.
Councilmembers Absent: None.
Others Present: Elaine Jeng, P.E., City Manager.
Yolanta Schwartz, Planning Director
Michael Jenkins, City Attorney
Jim Walker, Budget Consultant

3. OPEN AGENDA - PUBLIC COMMENT WELCOME

There were no public comments.

4. CONSENT CALENDAR

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

- A. MINUTES – REGULAR MEETING OF MAY 13, 2019.
RECOMMENDATION: APPROVE AS PRESENTED.
- B. PAYMENT OF BILLS.
RECOMMENDATION: APPROVE AS PRESENTED.

Mayor Mirsch inquired about check number 25922 for Executive Suite Services. The description should be for janitorial services.

Councilmember Wilson noted a correction needed on page 2 of the meeting minutes; the resident's last name was misspelled.

Councilmember Dieringer inquired about the check payable to CJPIA for pollution liability coverage. Councilmember also inquired about the water bill and whether if the bill was related to Ranch Del Mar school. Councilmember Dieringer asked about the description RFI 2.

City Manager Jeng responded that the Finance Director confirmed the City has pollution liability coverage

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through CJPIA however she does not know specifics of the coverage. The area served by the water company is called Rancho Dominguez. The water bill is for meters for the City and unrelated to the Rancho Del Mar school. RFI stands for Request for Information number 2 by CalOES. Cleverly was hired by the City to prepare grant applications. Cleverly was asked by the City to assist in responding to CalOES' request for information.

Mayor Mirsch noted a correction on page 10 of the meeting minutes, last sentence under item 9. The minutes stated that Mayor Mirsch inquired interest to grant the extension requested by Inman. Mayor Mirsch noted that she inquired interest to agendaize Inman's request.

Councilmember Wilson motioned to approve the items on the consent calendar with changes discussed. Mayor Pro Tem Pieper seconded the motion and the motion carried without objection by a voice vote as follows:

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

5. COMMISSION ITEMS

- A. CONSIDERATION TO RECEIVE AND FILE RESOLUTION NO. 2019-09 FROM THE PLANNING COMMISSION GRANTING A VARIANCE FROM THE REQUIREMENT THAT UTILITY LINES BE PLACED UNDERGROUND IN CONJUNCTION WITH A CONSTRUCTION OF AN ADDITION AND MAJOR REMODEL IN ZONING CASE NO. 957, AT 5 FLYING MANE LANE, ROLLING HILLS (LOT 45-SF), (WALKER).

Planning Director Schwartz presented the project. The applicant was required to underground the utility line to his property as a part of a renovation project. There is a slope between the electric panel and the utility pole. Due to the shallow bedrock in this area, and based on the opinions of several experts, the applicant applied for a variance noting difficulties to meet the undergrounding requirement. The Planning Commission found the evidence provided by the applicant compelling and reasonable and granted the variance.

Mayor Mirsch called for public comments.

Mayor Pro Tem Pieper moved that the City Council receive and file the items as presented.

Councilmember Black proposed to take the project under the City Council's jurisdiction. Councilmember Black expressed that there is no reason why the undergrounding requirement cannot be met and this project like the others should meet the requirement.

Mayor Mirsch seconded the motion.

Councilmember Dieringer expressed that exceptions should not be taken lightly.

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Joseph Sparrow, architect for the applicant noted that there is an exceptional steep slope and exceptionally shallow bedrock. The surrounding structures to this area presented challenges in getting equipment in and out to perform the undergrounding work. The Planning Commission also was concerned in granting exception to the requirement but recognized the challenges with the task.

Councilmember Black inquired if dynamite will be used. He has never seen dynamite used.

Mayor Mirsch called for a voice vote as follows:

AYES: COUNCILMEMBERS: Mayor Mirsch, Dieringer, and Black.

NOES: COUNCILMEMBERS: Pieper and Wilson.

ABSENT: COUNCILMEMBERS: None.

ABSTAIN: COUNCILMEMBERS: None.

Mayor Mirsch suggested to schedule the date to conduct the site visit.

Planning Director Schwartz noted that the field visit to the site has to be noticed.

Discussions ensued on Councilmembers' availabilities.

Mayor Mirsch set July 2, 2019 at 7am for the site visit.

6. PUBLIC HEARINGS

- A. PUBLIC HEARING AND CONSIDERATION OF RESOLUTION NO. 1239 ADOPTING THE FISCAL YEAR 2019/202 BUDGET AND RESOLUTION NO. 1240 ESTABLISHING THE ANNUAL APPROPRIATION GANN LIMIT FOR THE CITY OF ROLLING HILLS.

City Manager Jeng noted that staff reported on the Finance Committee's recommendation on the proposed budget. She also noted the City Council discussed the proposed budget in detail at the last City Council meeting. City Manager presented Budget Consultant Jim Walker and added that the proposed budget presented is comprised of all the elements previously presented.

Mayor Mirsch called for public comments. There were no public comments.

Councilmember Wilson moved that the City Council adopted the budget. Mayor Pro Tem Pieper seconded the motion and the motion carried without objection by a voice vote as follows:

AYES: COUNCILMEMBERS: Mayor Mirsch, Pieper, Dieringer, Black, and Wilson.

NOES: COUNCILMEMBERS: None.

ABSENT: COUNCILMEMBERS: None.

ABSTAIN: COUNCILMEMBERS: None.

- B. A HEARING TO CONSIDER WHETHER NONCOMPLIANCE WITH CITY COUNCIL RESOLUTION NO. 1196 AND THE COVENANT RECORDED AGAINST TITLE

PURSUANT THERETO CONSTITUTES A PUBLIC NUISANCE WITH REGARD TO FAILURE TO ABATE A VIEW IMPAIRMENT AT 15 PORTUGUESE BEND ROAD (COVENANT RECORDED AS DOCUMENT NUMBER 20170547814 AND DATED 05/17/2017) (OWNERS: WILLIAM AND JUDITH HASSOLDT).

Planning Director Schwartz noted that this is the third time the item is presented to the City Council. Planning Director Schwartz gave a brief history on the item. Planning Director Schwartz visited the viewing area with Ms. Nuccion that morning and considered the work performed to date to be in compliance with the Resolution. Ms. Nuccion submitted a letter contesting Planning Director Schwartz's assessment of the work. Specifically, an olive tree at the corner of the viewing area noted by Ms. Nuccion was not addressed by the maintenance work. The Nuccions is interpreting that any tree that grows into the view must be addressed by the required maintenance work. Planning Director Schwartz noted that this is not the intent of the Resolution.

Councilmember Black inquired if the tree has grown into the view. The whole idea of the view is that trees cannot grow into the view.

Planning Director Schwartz responded that the location of the olive tree was not a part of the view.

City Attorney Jenkins noted that the Resolution stated that trees not identified in the Resolution cannot grow into the view. City Attorney Jenkins noted that Planning Director Schwartz is saying that the olive tree in question is not in the view. The intent of the Resolution is to identify the view from a viewing area. The view is defined in the Resolution. If a tree is growing in to the view, the tree has to be cut. If a tree is growing to the side of the view, and it is no longer what it was, the tree does not have to be cut because it is to the side of the view. City Attorney noted that the Planning Director Schwartz mentioned to him that the olive tree in question is to the side of the view and not in the view.

Planning Director Schwartz added that that part of the view was never part of the conversation.

Councilmember Black inquired if Mr. Hassoldt only cut the ones required in the Resolution.

Planning Director Schwartz responded that Mr. Hassoldt cut more trees than identified in the Resolution. There is never discussion about looking to the right of the viewing area.

Councilmember Wilson inquired about Section 7 of the Resolution and whether if the section is in conflict with itself.

City Attorney Jenkins responded that Section 7 has to be read in the context of the view preservation ordinance. The first part could be interpreted that every tree on the property would apply but if read in the context of the view preservation ordinance, and since the City does not have the authority to call for trimming of all trees that do not impact views, Section 7 would be limited to the trees that grow into the designated viewing area. The reason this item came to the City Council three times is that the first time the resident did not do any trimming. The second time the resident trimmed the obstructing trees. The third time the resident trimmed new growth into the view. City Attorney Jenkin expressed that he does not interpret the Resolution calling for all trees to be trimmed to the 2016 condition.

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Mayor Mirsch noted that she does not recall the view was established as a straight view.

Councilmember Black expressed he cannot tell which tree is in question.

Planning Director Schwartz responded that the tree behind the umbrella.

Discussions ensue on specific trees and the property they belong to.

Planning Director noted that the Nuccions are very happy with the work except for the olive tree in question.

Mayor Pro Tem Pieper inquired if Hassoldt should be asked to trim the tree in question.

Discussions ensued about the photographs presented in the staff report and the June 10, 2019 photographs.

City Attorney Jenkins noted that resolutions adopted under Measure B, the restorative action should be based on view corridors as opposed to complete views.

Mayor Mirsch inquired if Councilmember Black would declare a nuisance based on the work completed to date.

Councilmember Black responded that he would.

Mayor Pro Tem Pieper noted that Hassoldt has made good progress to date.

City Attorney Jenkins inquired with the Planning Director Schwartz which the location of the olive tree in question.

Councilmember Wilson inquired if the enforcement action was limited.

City Attorney Jenkins responded that the action on the table is whether to declare a nuisance or not.

City Manager Jeng noted that this discussion is significant as this restoration action on this property is in perpetuity. On page 5 of the Resolution, and at the top of page 6, the Resolution referenced designated viewing areas of 15 Portuguese Bend Road. Based on the photographs, staff's finding is that Mr. Hassoldt has complied with the Resolution.

Councilmember Dieringer noted the importance taking photographs from the same vantage point.

Mayor Mirsch suggested to ask the Hassoldt to trim the tree in question.

Mayor Pro Tem Pieper added that the Hassoldt has made significant progress and we should ask Hassoldt to trim the tree in question.

Mayor Pro Tem Pieper moved that the City Council instruct staff to ask the Hassoldt to do additional trimming to address the tree in question. Councilmember Black seconded the motion and the motion

Minutes

City Council Meeting

06-10-19

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carried without objection by a voice vote as follows:

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

7. OLD BUSINESS

NONE.

8. NEW BUSINESS

- A. CONSIDERATION AND APPROVAL OF AN AGREEMENT WITH GRANICUS TO SUBSCRIBE TO AN AGENDA MANAGEMENT AND MINUTES PREPARATION PROGRAM.

City Manager presented the item introducing Granicus the company and the service and product provided. Granicus will allow city staff to automate the process of publishing agendas. Staff explored a number of companies and staff evaluated available systems based on staff needs. City staff publishes City Council agendas but also Planning Commission, Traffic Commission and Regional Law when it is the City's turn. The subscription to the software is unlike purchase a disk with Microsoft products. The program can be accessed anywhere with internet access. The system archives, retains records and will save staff many steps in the production process.

Mayor Pro Tem Pieper inquired if the data can be backed up locally and if the data can be exported to reside elsewhere.

Councilmember Black inquired if hardcopies of the agenda will still be provided.

Councilmember Wilson noted the Traffic Commission meets every other month and not quarterly as stated in the staff report.

City Manager Jeng responded that data can be backed up locally, and data can be exported. City Manager Jeng also responded that hardcopies of the agenda will continue to be provided to Councilmembers.

Councilmember Dieringer confirmed that the City Attorney's office reviewed the agreement with Granicus.

Councilmember Dieringer moved that the City Council approve the agreement with Granicus. Councilmember Black seconded the motion and the motion carried without objection by a voice vote as follows:

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

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ABSTAIN: COUNCILMEMBERS: None.

Mayor Pro Tem noted that when staff signs up for services please make sure to backup locally.

9. MATTERS FROM THE CITY COUNCIL AND MEETING ATTENDANCE REPORTS

Councilmember Wilson reported that he attended Rolling Hills Estates City Manager Doug Prichard's retirement party this evening.

Councilmember Dieringer inquired about a residential burglary on Pine Tree Lane and questioned the reported method of entry is unlocked safe.

Councilmember Black suggested that the City Council go visit 2 projects previously approved on Saddleback Road to the final product.

Mayor Pro Tem Pieper noted that some projects need one year to have plants fill in.

10. MATTERS FROM STAFF

NONE.

11. CLOSED SESSION

NONE.

12. ADJOURNMENT

Hearing no further business before the City Council, Mayor Mirsch adjourned the meeting at 8:10p.m. The next regular meeting of the City Council is scheduled to be held on Wednesday, May 29, 2019 beginning at 7:00 p.m. in the City Council Chamber at City Hall, 2 Portuguese Bend Road, Rolling Hills, California.

Respectfully submitted,

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

Approved,

Leah Mirsch
Mayor

Minutes
City Council Meeting
06-10-19



City of Rolling Hills

INCORPORATED JANUARY 24, 1957

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

6/24/2019 CHECK RUN B

CHECK NO.	CHECK DATE	PAYEE	DESCRIPTION	AMOUNT
25933	6/24/2019	BEST BEST & KRIEGER LLP	VIEW PRESENTATION, LAND USE AND CITY OF RH MATTERS	10,139.54
25934	6/24/2019	CALIFORNIA JPIA	2019-20 ALL RISK PROPERTY INSURANCE PROGRAM POLICY	5,039.00
25935	6/24/2019	CITY CLERKS ASSOCIATION	WEBSITE JOB POSTING	200.00
25936	6/24/2019	CITY OF RANCHO PALOS VERDES	7% OF MONTHLY ALPR CAMERA CONNECTIVITY COST	66.52
25937	6/24/2019	DAILY BREEZE	ADVERTISING FEES	462.24
25938	6/24/2019	DAILY BREEZE	PUBLICATION POSTING FEE	330.00
25939	6/24/2019	DAVID FAIRCHILD STUDIO	PHOTOS - COLOR GROUP SHOTS	463.50
25940	6/24/2019	DIVERGEIT	MAY 2019 AND JUNE 2019 GOLD LEVEL SERVICES	3,043.00
25941	6/24/2019	KONICA MINOLTA BUSINESS	MONTHLY MAINTENANCE AGREEMENT	342.26
25942	6/24/2019	LA COUNTY SHERIFF'S DEPARTMENT	LAW ENFORCEMENT SERVICES	28,106.22
25943	6/24/2019	LEAGUE OF CALIFORNIA CITIES	7/1/19 TO 6/30/20 DIVISION DUES	892.50
25944	6/24/2019	MCGOWAN CONSULTING	APRIL 2019 CONSULTING SERVICES	3,268.30
25945	6/24/2019	OPUS BANK	5/4/2019 TO 6/4/2019 CREDIT CARD CHARGES	3,475.15
25946	6/24/2019	PACIFIC COAST LANDSCAPE	JUNE LANDSCAPING SERVICES AND REPAIR FEE	690.00
25947	6/24/2019	PALOS VERDES SECURITY SYS., INC.	QTRLY BILLING JULY - SEPT 2019	192.00
25948	6/24/2019	REMOTE SATELLITE SYS INT'L	JULY 2019 MONTHLY SERVICES	108.00
25949	6/24/2019	THE GAS COMPANY	5/8/2019 TO 6/7/19 USAGE	46.57
25950	6/24/2019	U.S. BANK PARS	POST EMPLOYMENT BENEFITS 2018/2019	185,000.00
25951	6/24/2019	USCM	DEFERRED COMP 6/7/19	1,200.00
25952	6/24/2019	VANTAGEPOINT TRANSFER AGENTS	DEFERRED COMP 6/7/19	733.80
25953	6/24/2019	WILLDAN INC.	MARCH 2019 AND APRIL 2019 INSPECTION SERVICES	215.00
25954	6/24/2019	XEROX CORPORATION	MAY 2019 MONTHLY BASE CHARGE	46.00
25955	7/1/2019	DELTA DENTAL	JULY 2019 INSURANCE COVERAGE	380.47
25956	7/1/2019	STANDARD INSURANCE COMPANY	JULY 2019 INSURANCE COVERAGE	154.01
25957	7/1/2019	VISION SERVICE PLAN - (CA)	JULY 2019 INSURANCE COVERAGE	76.72
* PR LINK	6/7/2019	PR LINK - PAYROLL PROCESSING	PROCESSING FEE	50.20
* PR LINK	6/7/2019	PR LINK - PAYROLL 8 & PR TAXES	PAY PERIOD - MAY 22, 2019 THROUGH JUNE 4, 2019	14,762.66
				\$ 259,483.66
				244,670.80

I, Elaine Jeng, City Manager of Rolling Hills, California certify that the above demands are accurate and there is available in the General Fund a balance of \$259,483.66 for the payment of above items.

Elaine Jeng, P.E., City Manager

* Previously Disbursed

CITY OF ROLLING HILLS RESIDENTIAL ALLIED WASTE RECYCLE NOW REPORT

Report Date:

2019


MONTH	RECYCLED (tons)	GREEN WASTE (tons)	C&D Recycled	C&D Disposed	Disposal Tonnage	Diversion %	MONTHLY TOTALS (tons)
2019							
January	23.07	114.12	13.57	7.30	137.12	51.07%	295.18
February	5.97	98.95	33.37	7.09	131.19	50.00%	276.57
March	67.62	92.91	23.36	10.01	91.16	64.51%	285.06
April	100.00	170.26	112.64	56.93	68.18	75.37%	508.01
May	48.00	156.77	27.12	3.45	150.00	60.18%	385.34
June	-	-	-	-	-	0.00%	0.00
July	-	-	-	-	-	0.00%	0.00
August	-	-	-	-	-	0.00%	0.00
September	-	-	-	-	-	0.00%	0.00
October	-	-	-	-	-	0.00%	0.00
November	-	-	-	-	-	0.00%	0.00
December	-	-	-	-	-	0.00%	0.00
Year to Date Totals:	244.66	633.01	210.05	84.79	577.65	62.15%	1,750.16
Average Monthly Totals:							
2019	48.93	126.60	42.01	16.96	115.53	60%	350.03

CITY OF ROLLING HILLS
BALANCE SHEET
 May 31, 2019

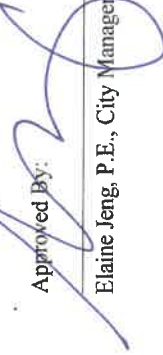
	GENERAL & CAPITAL FUND	DEPOSIT FUND	COPS & CLEEP	COMMUN. FACILITIES	MUNICIPAL				TRAFFIC SAFETY	TRANSIT PROP A, C, M & TDA	UTILITY FUND	YTD TOTAL	BEGINNING OF YEAR TOTAL
						SELF- INSUR.	REFUSE COLLECT.						
ASSETS													
Cash & Cash Equivalents	\$ 5,559,561	\$ 1,303	\$ 83,840	\$ 10,942	\$ 260,374	\$ 534,089	\$ (9,357)	\$ 257,092	\$ 787,905	\$ 7,485,749	\$ 7,138,306		
& Cash Equivalents - Capital Project Fund Rule 20A	-	-	-	-	-	-	-	-	-	-	-		
Accounts Receivable	25,681	-	-	-	-	(21,607)	-	-	675,295	675,295	305,000		
Prepaid Expense & Deposits	2,476	-	-	-	-	-	-	-	-	4,074	266,996		
										2,476	39,272		
TOTAL ASSETS	\$ 5,587,718	\$ 1,303	\$ 83,840	\$ 10,942	\$ 260,374	\$ 512,482	\$ (9,357)	\$ 257,092	\$ 1,463,200	\$ 8,167,594	\$ 7,749,574		
LIABILITIES													
Accounts & Contract Payable	\$ 935	\$ -	\$ -	\$ -	\$ -	\$ 330,953	\$ -	\$ -	\$ -	\$ 331,888	489,389		
Employees Benefits Payable	2,154	-	-	-	-	-	-	-	-	2,154	18,525		
Deposits	7,964	1,303	-	-	-	-	-	-	-	9,267	314,735		
Deferred Revenues	-	-	-	-	-	-	-	-	-	-	-		
TOTAL LIABILITIES	11,053	1,303	-	-	-	330,953	-	-	-	343,309	822,649		
FUND BALANCE													
Restricted Fund Balance			83,840					257,092		340,932	1,647,848		
Unassigned Fund Balance	5,576,665	-	-	10,942	260,374	181,529	(9,357)	-	1,463,200	7,483,353	5,279,077		
TOTAL FUND BALANCE	5,576,665	-	83,840	10,942	260,374	181,529	(9,357)	257,092	1,463,200	7,824,285	6,926,925		
TOTAL FUND BALANCE & LIABILITIES	\$ 5,587,718	\$ 1,303	\$ 83,840	\$ 10,942	\$ 260,374	\$ 512,482	\$ (9,357)	\$ 257,092	\$ 1,463,200	\$ 8,167,594	\$ 7,749,574		

COMPOSITION OF CASH

Petty Cash	\$ 1,500
OPUS Bank - Checking Account	39,730
OPUS Bank - Money Market	1,021,521
OPUS Bank - Interest Checking	1,046,678
Calif. State Local Agency Investment Fund	2,676,320
Certificates of Deposits	2,700,000
	\$ 7,485,749

Prepared By:  Date: 6-19-19

Terry Shea, Finance Director

Approved By:  Date: 6/20/19

Elaine Jeng, P.E., City Manager

CITY OF ROLLING HILLS
SUMMARY STATEMENT OF REVENUES AND EXPENDITURES
Actual Compared to Annual Budget
July 1, 2018 to May 31, 2019

<u>Fund</u>	This Year	Last Year	This Year Better (Worse)	Annual Budget & Adj.	Remaining Budget
GENERAL					
Revenues	\$ 1,990,099	\$ 1,939,754	\$ 50,345	2,211,950	\$ 221,851
Expenditures	1,536,620	1,667,455	130,835.00	2,367,525	830,905
Net Revenue before transfers	453,479	272,299	181,180.00	(155,575)	(609,054)
Transfers in (out)	7,601	462	7,139	(262,800)	(270,401)
Net Revenue	461,080	272,761	188,319.00	(418,375)	(879,455)
CITIZENS' OPTION FOR PUBLIC SAFETY (COPS)					
Revenues	148,747	139,416	9,331	140,125	(8,622)
Expenditures	134,370	124,187	(10,183)	142,700	8,330
Net Revenue before transfers	14,377	15,229	(852)	(2,575)	(16,952)
Transfers in (out)	-	-	-	-	0
Net Revenue	14,377	15,229	(852)	(2,575)	(16,952)
CAPITAL IMPROVEMENT FUND					
Revenues	-	-	-	-	-
Expenditures	5,211	475	(4,736)	234,000	228,789
Net Revenue before transfers	(5,211)	(475)	(4,736)	(234,000)	(228,789)
Transfers in (out)	-	475	(475)	234,000	234,000
Net Revenue	(5,211)	-	(5,211)	-	5,211.00
COMMUNITY FACILITIES					
Revenues	-	-	-	100	100
Expenditures	2,500	2,700	200	7,500	5,000
Net Revenue before transfers	(2,500)	(2,700)	200	(7,400)	(4,900)
Transfers in (out)	-	-	-	6,300	6,300
Net Revenue	(2,500)	(2,700)	200	(1,100)	1,400
MUNICIPAL SELF-INSURANCE					
Revenues	-	-	-	-	-
Expenditures	-	-	-	3,000	3,000
Net Revenue before transfers	-	-	-	(3,000)	(3,000)
Transfers in (out)	-	-	-	-	-
Net Revenue	-	-	-	(3,000)	(3,000)
REFUSE COLLECTION					
Revenues	706,226	708,043	(1,817)	770,900	64,674
Expenditures	728,013	710,237	(17,776)	794,200	66,187
Net Revenue before transfers	(21,787)	(2,194)	(19,593)	(23,300)	(1,513)
Transfers in (out)	(22,000)	(22,000)	-	(24,000)	(2,000)
Net Revenue	(43,787)	(24,194)	(19,593)	(47,300)	(3,513)
TRAFFIC SAFETY					
Revenues	-	-	-	50	50
Expenditures	23,756	21,870	(1,886)	46,550	22,794
Net Revenue before transfers	(23,756)	(21,870)	(1,886)	(46,500)	(22,744)
Transfers in (out)	14,399	21,063	(6,664)	46,500	32,101
Net Revenue	(9,357)	(807)	(8,550)	-	9,357
TRANSIT - PROPOSITION A, C, M & TDA					
Revenues	111,945	98,374	13,571	119,400	7,455
Expenditures	-	-	-	255,000	255,000
Net Revenue before transfers	111,945	98,374	13,571	(135,600)	(247,545)
Transfers in (out)	-	-	-	-	-
Net Revenue	111,945	98,374	13,571	(135,600)	(247,545)
UTILITY FUND					
Revenues	-	-	-	-	-
Expenditures	17,500	-	(17,500)	150,000	132,500
Net Revenue before transfers	(17,500)	-	(17,500)	(150,000)	(132,500)
Transfers in (out)	-	-	-	-	-
Net Revenue	(17,500)	-	(17,500)	(150,000)	(132,500)
TOTAL ALL FUNDS					
Revenues	2,957,017	2,885,587	71,430	3,242,525	285,508
Expenditures	2,447,970	2,526,924	78,954	4,000,475	1,552,505
Net Revenue before transfers	509,047	358,663	150,384	(757,950)	(1,266,997)
Transfers in (out)	-	-	-	-	-
Net Revenue	\$ 509,047	\$ 358,663	\$ 150,384	\$ (757,950)	\$ (1,266,997)



City of Rolling Hills

INCORPORATED JANUARY 24, 1957

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

Agenda Item No: 8A
Mtg. Date: 06/24/2019

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL
FROM: ELAINE JENG, P.E., CITY MANAGER
SUBJECT: CONSIDERATION AND APPROVAL OF A FIVE-YEAR (2019-2024)
MUNICIPAL LAW ENFORCEMENT SERVICE AGREEMENT AND
THE SUPPLEMENTAL TRAFFIC ENFORCEMENT FOR FISCAL YEAR
2019-2020 WITH THE LOS ANGELES COUNTY SHERIFF'S
DEPARTMENT

DATE: JUNE 24, 2019

ATTACHMENT:

- 1. MUNICIPAL LAW ENFORCEMENT SERVICE AGREEMENT**
- 2. ATTACHMENT A - SERVICE LEVEL AUTHORIZATION (SH-AD 575)**
- 3. ATTACHMENT B - MASTER RATE SHEET**
- 4. ATTACHMENT C - PUBLIC SAFETY EQUIPMENT USE REQUIREMENTS**
- 5. FY 2019-2020 SUPPLEMENTAL TRAFFIC ENFORCEMENT PROPOSAL**

BACKGROUND

The City of Rolling Hills contracts with the Los Angeles County Sheriff's Department (LASD) for law enforcement services through a regional contract shared with Rolling Hills Estates, and Rancho Palos Verdes. In 2014, the percentage split on the regional contract is as follows: 68% Rancho Palos Verdes, 28% Rolling Hills Estates and 4% Rolling Hills. As in previous years, LASD provided a template agreement - Municipal Law Enforcement Service Agreement (MLESA) - for a five-year period addressing terms

of the agreement such as indemnity, duration of service, conflict resolution protocols, notices and but not limited to performance measures. Attachment A to the MLESA allows individual municipalities to adjust the service level request on a fiscal year basis. Attachment B to the MLESA shows the rate sheet for sworn, non-sworn officers, equipment and vehicles to provide service. Attachment C to the MLESA specifies the manner in which equipment are to be used. LASD did not assign any equipment for providing law enforcement services to the City of Rolling Hills.

In Fiscal Year 2018-2019, Rolling Hills' share of the law enforcement contract was approximately \$327,200. In addition to law enforcement services, the City also had LASD perform traffic enforcement within the limits of the City for an additional \$25,800. The law enforcement and the supplemental traffic enforcement services both will expire on June 30, 2019.

DISCUSSION

For Fiscal Year 2019-2020, LASD is proposing a 5.51% increase to the law enforcement contract or \$355,860. The supplemental traffic enforcement services remained unchanged at \$25,800.

The supplemental traffic enforcement services proposal was presented to the Traffic Commission at the May 23, 2019 meeting. The Traffic Commission recommended the supplemental traffic enforcement for approval.

On June 19, 2019 at a meeting with the new Lomita Sheriff Captain, the traffic enforcement proposal was found to be incorrect. LASA is proposing a 3% increase to the supplement traffic enforcement services or \$26,554 for Fiscal Year 2019-2020. The change in cost was discussed with the Chair of the Traffic Commission on June 20, 2019.

FISCAL IMPACT

The approved budget for Fiscal Year 2019-2020 includes the cost to continue to contract with LASD for law enforcement and traffic enforcement. The adopted budget used the initial proposal for supplemental traffic enforcement. Staff will adjust the adopted budget at mid-year to account for the 3% increase for the supplemental traffic enforcement services.

RECOMMENDATION

Staff recommends that the City Council approve a five-year Municipal Law Enforcement Services Agreement with the Los Angeles County Sheriff's Department for \$355,860 for Fiscal Year 2019-2020 and approve the supplement traffic enforcement services for Fiscal Year 2019-2020 for an amount not-to-exceed \$26,554.

**MUNICIPAL LAW ENFORCEMENT SERVICES AGREEMENT
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND CITY OF ROLLING HILLS**

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**MUNICIPAL LAW ENFORCEMENT SERVICES AGREEMENT
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND CITY OF ROLLING HILLS**

This Municipal Law Enforcement Services Agreement ("Agreement") is made and entered into this _____ day of _____, 2019 by and between the County of Los Angeles ("County") and the City of Rolling Hills ("City").

RECITALS

- A. Whereas, the City is desirous of contracting with the County for the performance of municipal law enforcement services by the Los Angeles County Sheriff's Department ("Sheriff's Department"); and
- B. Whereas, the County is agreeable to rendering such municipal law enforcement services on the terms and conditions set forth in this Agreement; and
- C. Whereas, this Agreement is authorized by Sections 56½ and 56¾ of the County Charter and California Government Code Section 51301.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties mutually agree as follows:

1.0 SCOPE OF SERVICES

- 1.1 The County, by and through the Sheriff's Department, agrees to provide general law enforcement services within the corporate limits of the City to the extent and in the manner hereinafter set forth in this Agreement.
- 1.2 Except as otherwise specifically set forth in this Agreement, such services shall only encompass duties and functions of the type coming within the jurisdiction of and customarily rendered by the Sheriff's Department under the County Charter, State of California statutes, and the City municipal codes.
- 1.3 General law enforcement services performed hereunder may include, if requested by the City, supplemental security support, supplemental sworn officer support, and supplemental professional civilian support staff.

2.0 ADMINISTRATION OF PERSONNEL

- 2.1 During the term of this Agreement, the Sheriff or his designee shall serve as the Chief of Police of the City and shall perform the functions of the Chief of Police at the direction of the City.
- 2.2 The rendition of the services performed by the Sheriff's Department, the standards of performance, the discipline of officers, and other matters incident to the performance of such services and the control of personnel so employed shall remain with the County. The City understands and agrees that, at the Sheriff's Department's sole discretion, the Sheriff's Department may redeploy personnel for mutual aid purposes pursuant to the California Emergency Services Act, codified at California Government Code Sections 8550-8668. Absent exigent circumstances, any sustained deployment of more than fifty percent (50%) of the City's contracted items requires consultation with the City manager or his/her designee.
- 2.3 In the event of a dispute between the parties to this Agreement as to the extent of the duties and functions to be rendered hereunder, or the minimum level or manner of performance of such service, the City shall be consulted and a mutual determination thereof shall be made by both the Sheriff's Department and the City. The City shall first consult with the Station Captain, Division Commander, and Division Chief, in an effort to reach a mutual determination. If a mutual determination cannot be realized at a subordinate level, then the matter will be elevated to a Sheriff's Department Assistant Sheriff or the Sheriff.
- 2.4 With regard to Paragraphs 2.2 and 2.3 above, the Sheriff's Department, in an unresolved dispute, shall have final and conclusive determination as between the parties hereto.
- 2.5 All City employees who work in conjunction with the Sheriff's Department pursuant to this Agreement shall remain employees of the City and shall not have any claim or right to employment, civil service protection, salary, or benefits or claims of any kind from the County based on this Agreement. No City employees as such shall become employees of the County unless by specific additional agreement in the form of a merger agreement which must be concurrently adopted

by the City and the County. The Sheriff's Department will provide approved City employees with the required training necessary to access authorized County programs (i.e. CAD, MDC, etc.), so such City employees can perform the functions of their positions.

- 2.6 While performing law enforcement services and functions under this Agreement, every Sheriff's Department employee shall be authorized to enforce all City laws and regulations, including all City codes and ordinances.
- 2.7 The City shall not be called upon to assume any liability for the direct payment of any Sheriff's Department salaries, wages, or other compensation to any County personnel performing services hereunder for the City. Except as herein otherwise specified, the City shall not be liable for compensation or indemnity to any County employee or agent of the County for injury or sickness arising out of the performance of services under this Agreement.
- 2.8 As part of its compliance with all applicable laws and regulations relating to employee hiring, the County agrees that the County Civil Service Rules to which it is subject and which prohibit discrimination on the basis of non-merit factors, shall for purposes of this Agreement be read and understood to prohibit discrimination on the basis of sexual orientation.

3.0 DEPLOYMENT OF PERSONNEL

- 3.1 Services performed hereunder and specifically requested by the City shall be developed in conjunction with the Sheriff's Department and indicated on Attachment A, Los Angeles County Sheriff's Department Service Level Authorization (SH-AD 575) Form, of this Agreement.
- 3.2 The City, or its designated representative, shall meet with its respective Sheriff's Department Station Captain when requesting law enforcement services to be performed in the City, and provide direction to the Sheriff's Department Station Captain regarding the method of deployment for such services. The City and the Sheriff's Department shall also determine a minimum daily standard of staffing needs for services rendered to ensure an adequate personnel presence during station operation and patrol. The City and the Station Captain shall meet to discuss the minimum daily standard which is documented in Attachment A, Los Angeles

County Sheriff's Department Service Level Authorization (SH-AD 575) Form, of this Agreement. The Station Captain shall endeavor to meet this standard without increased cost to the City. The Sheriff's Department shall ensure that all services are delivered in a manner consistent with the priorities, annual performance objectives, and goals established by the City.

- 3.3 The Sheriff's Department shall make every attempt to avoid deployment deficiencies (i.e., "busting" of cars) by following the daily minimum standard of staffing, as stipulated in Attachment A, Los Angeles County Sheriff's Department Service Level Authorization (SH-AD 575) Form, of this Agreement. Should deployment deficiencies occur, the Sheriff's Department should make every effort to reallocate those resources to the shift where the deficiencies occurred. Should the Sheriff's Department determine that a temporary increase, decrease, and/or realignment in the deployment methodologies is necessary, the Sheriff's Department shall promptly notify the City of this change in advance. In the event that prior notice is not possible, the City shall be notified of the change within two (2) City business days. If monthly service compliance falls below ninety-eight percent (98%), then the Sheriff's Department Station Captain shall meet with the City to discuss compliance and identify a plan for resolution. If the quarterly and/or year-to-date (September 30th, December 31st, March 31st, and June 30th) service compliance falls below ninety-eight percent (98%), then the respective Sheriff's Department Division Chief shall meet with the Sheriff's Department Station Captain and the City to discuss compliance and identify a plan for resolution. If the City is dissatisfied with the outcome of either resolution process, the matter will be elevated to a Sheriff's Department Assistant Sheriff or the Sheriff until all City concerns are fully resolved. Resolution may include, but is not limited to, the use of overtime, staffing adjustments, and/or City-initiated service suspensions, at no additional cost to the City. If the City determines it is unnecessary, the City may waive either dispute resolution process discussed above.
- 3.4 A new Attachment A, Los Angeles County Sheriff's Department Service Level Authorization (SH-AD 575) Form, of this Agreement shall be authorized and signed annually by the City and the Sheriff or his designee effective each July 1,

and attached hereto as an Amendment to this Agreement.

- 3.5 Should the City request a change in the level of service other than pursuant to the annual July 1 readjustment, a revised Attachment A, Los Angeles County Sheriff's Department Service Level Authorization (SH-AD 575) Form, of this Agreement shall be signed and authorized by the City and the Sheriff or his designee and attached hereto as an Amendment to this Agreement.
- 3.6 The most recent dated and signed Attachment A, Los Angeles County Sheriff's Department Service Level Authorization (SH-AD 575) Form, of this Agreement shall be the staffing level in effect between the County and the City.
- 3.7 The City is not limited to the services indicated in Attachment A, Los Angeles County Sheriff's Department Service Level Authorization (SH-AD 575) Form, of this Agreement. The City may also request any other service or equipment in the field of public safety, law, or related fields within the legal power of the Sheriff's Department to provide. Such other services and equipment shall be reflected in a revised Attachment A, Los Angeles County Sheriff's Department Service Level Authorization (SH-AD 575) Form, of this Agreement under the procedures set forth in Paragraphs 3.4 and 3.5 above.
- 3.8 With regard to any public safety equipment requested by the City and set forth on Attachment A, Los Angeles County Sheriff's Department Service Level Authorization (SH-AD 575) Form, of this Agreement, the City shall adhere to the terms and conditions set forth in Attachment C, Public Safety Equipment Use Requirements, of this Agreement.

4.0 PERFORMANCE OF AGREEMENT

- 4.1 For the purpose of performing general law enforcement services under this Agreement, the County shall furnish and supply all necessary labor, supervision, equipment, communication facilities, and supplies necessary to maintain the agreed level of service to be rendered hereunder.
- 4.2 Notwithstanding the foregoing, the City may provide additional resources for the County to utilize in performance of the services.
- 4.3 When and if both parties to this Agreement concur as to the necessity of maintaining a law enforcement headquarters or Sheriff's Department substation

within the City which would not normally be provided by the Sheriff's Department, the City shall furnish at its own cost and expense all necessary office space, and the Sheriff's Department shall have authority to negotiate with the City regarding which entity shall pay for furniture and furnishings, office supplies, janitor service, telephone, light, water, and other utilities.

- 4.4 It is expressly further understood that in the event a local office or building is maintained in the City, such local office or building may be used by the Sheriff's Department in connection with the performance of its duties in territory outside of the City, provided, however, that the performance of such outside duties shall not be at any additional cost to the City.
- 4.5 Notwithstanding the foregoing, it is mutually agreed that in all instances where special supplies, stationery, notices, forms, and the like must be issued in the name of the City, the same shall be supplied by the City at its own cost and expense.

5.0 INDEMNIFICATION

- 5.1 The parties hereto have executed an Assumption of Liability Agreement approved by the County Board of Supervisors on December 27, 1977, and/or a Joint Indemnity Agreement approved by the County Board of Supervisors on October 8, 1991. Whichever of these documents the City has signed later in time is currently in effect and hereby made a part of and incorporated into this Agreement as if set out in full herein.
- 5.2 The parties hereto have also executed a County-City Special Indemnity Agreement approved by the County Board of Supervisors on August 25, 2009. This document is made a part of and incorporated into this Agreement as if set out in full herein.
- 5.3 In the event the County Board of Supervisors later approves a revised Joint Indemnity Agreement and the City executes the revised agreement, the subsequent agreement as of its effective date shall supersede the agreement previously in effect between the parties hereto.

6.0 TERM OF AGREEMENT

- 6.1 The term of this Agreement shall be from July 1, 2019 through June 30, 2024, unless sooner terminated or extended as provided for herein.
- 6.2 At the option of the County Board of Supervisors and with the consent of the City

Council, this Agreement may be renewed or extended for successive periods not to exceed five (5) years each.

- 6.3 Nine (9) months prior to the expiration of this Agreement, the parties shall meet and confer in good faith to discuss the possible renewal or extension of this Agreement pursuant to Paragraph 6.2 above. The parties shall reach an agreement as to the terms of any renewal or extension period no later than six (6) months prior to the expiration of this Agreement. Absent mutual agreement by the parties within that time frame, this Agreement shall expire at the conclusion of the then-existing term.

7.0 RIGHT OF TERMINATION

- 7.1 Either party may terminate this Agreement as of the first day of July of any year upon notice in writing to the other party of not less than sixty (60) calendar days prior thereto.
- 7.2 Notwithstanding any provision herein to the contrary, the City may terminate this Agreement upon notice in writing to the County given within sixty (60) calendar days of receipt of written notice from the County of any increase in the rate for any service to be performed hereunder, and in such an event this Agreement shall terminate sixty (60) calendar days from the date of the City's notice to the County.
- 7.3 This Agreement may be terminated at any time, with or without cause, by either party upon written notice given to the other party at least one hundred eighty (180) calendar days before the date specified for such termination.
- 7.4 In the event of a termination, each party shall fully discharge all obligations owed to the other party accruing prior to the date of such termination, and, except as otherwise provided herein, each party shall be released from all obligations which would otherwise accrue subsequent to the date of termination.

8.0 BILLING RATES

- 8.1 The City shall pay the County for the services and equipment provided under the terms of this Agreement at the billing rates set forth on Attachment B, Contract City Law Enforcement Services and Equipment Master Rate Sheet, of this Agreement, as established by the County Auditor-Controller.
- 8.2 The billing rates set forth on Attachment B, Contract City Law Enforcement

Services and Equipment Master Rate Sheet, of this Agreement shall be readjusted by the County Auditor-Controller annually effective July 1 of each year, published by the County, and attached hereto as an Amendment to this Agreement, to reflect the cost of such service in accordance with the policies and procedures for the determination of such rates as adopted by the County Board of Supervisors.

8.3 The City shall be billed at the current fiscal year's billing rates based on the service level provided within the parameters of Attachment A, Los Angeles County Sheriff's Department Service Level Authorization (SH-AD 575) Form, of this Agreement.

8.4 The billing rates for other services and equipment requested pursuant to Paragraph 3.7 of this Agreement and not set forth on Attachment B, Contract City Law Enforcement Services and Equipment Master Rate Sheet, of this Agreement shall be determined by the County Auditor-Controller in accordance with the policies and procedures established by the County Board of Supervisors and then set forth and published on a revised Attachment B, Contract City Law Enforcement Services and Equipment Master Rate Sheet, of this Agreement.

9.0 PAYMENT PROCEDURES

9.1 The County, through the Sheriff's Department, shall render to the City, after the close of each calendar month, a summarized invoice which covers all services performed during said month, and the City shall pay the County for all undisputed amounts within sixty (60) calendar days after date of the invoice.

9.2 If such payment is not delivered to the County office which is described on the invoice within sixty (60) calendar days after the date of the invoice, the County is entitled to recover interest thereon. For all disputed amounts, the City shall provide the County with written notice of the dispute including the invoice date, amount, and reasons for dispute within ten (10) calendar days after receipt of the invoice. The parties shall memorialize the resolution of the dispute in writing. For any disputed amounts, interest shall accrue if payment is not received within sixty (60) calendar days after the dispute resolution is memorialized.

9.3 Interest shall be at the rate of ten percent (10%) per annum or any portion thereof, calculated from the last day of the month in which the services were performed, or

in the case of disputed amounts, calculated from the date the resolution is memorialized.

- 9.4 Notwithstanding the provisions of California Government Code Section 907, if such payment is not delivered to the County office which is described on said invoice within sixty (60) calendar days after the date of the invoice, or in the case of disputed amounts, from the date the resolution is memorialized, the County may satisfy such indebtedness, including interest thereon, from any funds of the City on deposit with the County without giving further notice to the City of the County's intention to do so.

10.0 NOTICES

- 10.1 Unless otherwise specified herein, all notices or demands required or permitted to be given or made under this Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first class registered or certified mail, postage prepaid, addressed to the parties at the following addresses and to the attention of the person named. Addresses and persons to be notified may be changed by either party by giving ten (10) calendar days prior written notice thereof to the other party.

- 10.2 Notices to the County shall be addressed as follows:

Los Angeles County Sheriff's Department
Contract Law Enforcement Bureau
Attn: Unit Commander
211 W. Temple Street, 7th Floor
Los Angeles, California 90012
Phone #: 213-229-1647

- 10.3 Notices to the City of shall be addressed as follows:

City of Rolling Hills
Attn:
Address:
Phone #:

11.0 AMENDMENTS

- 11.1 Except for changes pursuant to Paragraphs 8.2 and 8.4 of this Agreement, all changes, modifications, or amendments to this Agreement must be in the form of a written Amendment duly executed by the County Board of Supervisors and an

authorized representative of the City.

11.2 Notwithstanding Paragraph 11.1 above, the Sheriff or his designee is hereby authorized to execute, on behalf of the County, any Amendments and/or supplemental agreements referenced in Sections 3.0, 4.0, and 9.0 of this Agreement.

11.3 In accordance with Paragraphs 8.2 and 8.4 of this Agreement, the Sheriff or his designee is hereby authorized to publish, on behalf of the County, the annual revised Attachment B, Contract City Law Enforcement Services and Equipment Master Rate Sheet, of this Agreement. The revised Attachment B, Contract City Law Enforcement Services and Equipment Master Rate Sheet, of this Agreement shall serve as an Amendment to this Agreement, but shall not require the signature of either party.

12.0 AUTHORIZATION WARRANTY

12.1 The City represents and warrants that the person executing this Agreement for the City is an authorized agent who has actual authority to bind the City to each and every term, condition, and obligation of this Agreement and that all requirements of the City have been fulfilled to provide such actual authority.

12.2 The County represents and warrants that the person executing this Agreement for the County is an authorized agent who has actual authority to bind the County to each and every term, condition, and obligation of this Agreement and that all requirements of the County have been fulfilled to provide such actual authority.

13.0 ENTIRE AGREEMENT

This Agreement, including Attachment A, Attachment B, and Attachment C, and any Amendments hereto constitute the complete and exclusive statement of understanding of the parties which supersedes all previous agreements, written or oral, and all communications between the parties relating to the subject matter of this Agreement. No change to this Agreement shall be valid unless prepared pursuant to Section 11.0, Amendments, of this Agreement.

**MUNICIPAL LAW ENFORCEMENT SERVICES AGREEMENT
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND CITY OF ROLLING HILLS**

IN WITNESS WHEREOF, the County of Los Angeles, by order of its Board of Supervisors, has caused this Agreement to be executed by the Sheriff of Los Angeles County, and the City has caused this Agreement to be executed by its duly authorized representative, on the dates written below.

COUNTY OF LOS ANGELES

By _____
ALEX VILLANUEVA
Sheriff

Date _____

CITY OF ROLLING HILLS

By _____

Date _____

ATTEST:

By _____
City Clerk

APPROVED AS TO FORM:
MARY C. WICKHAM
County Counsel

By _____
Principal Deputy County Counsel

APPROVED AS TO FORM:
CITY ATTORNEY

By _____





LOS ANGELES COUNTY SHERIFF'S DEPARTMENT
CONTRACT CITY LAW ENFORCEMENT SERVICES
SERVICE LEVEL AUTHORIZATION (SH-AD 575)
DEPLOYMENT OF PERSONNEL

City: Rolling Hills Fiscal Year: 2019-2020 Effective Date: 7/1/2019

SERVICE UNIT	TOTAL UNITS PURCHASED	GENERAL LAW			TRAFFIC LAW			MOTOR DEP	SAD	D.B.	TEAM LEADER	TOTAL UNITS ASSIGNED
		EM	AM	PM	EM	AM	PM					
DEPUTY SHERIFF												
Non-Relief	0.16				0.08	0.08						0.16
40-Hour Unit	0.00											0
56-Hour Unit	0.50	0.16	0.17	0.17								0.5
70-Hour Unit	0.00											0
Motor (Non-Relief)	0.04							0.04				0.04
DEPUTY BONUS												
Non-Relief	0.12							0.12				0.12
40-Hour Unit	0											0
56-Hour Unit	0											0
70-Hour Unit	0											0
GROWTH DEPUTY												
Deputy	0											0
SAD	0											0
Bonus I	0											0
Motor (Non-Relief)	0											0
GRANT DEPUTY												
Deputy	0.08							0.08				0.08
SAD	0											0
Bonus I	0											0
Motor (Non-Relief)	0											0
Routine City Helicopter Billing Agreement YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> License Detail - Business License & Renewal Applications YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> License Detail - Acts on Violations Observed within the City YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> S.T.A.R. Deputy Program YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> Other Supplemental Services YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> NOTE: License Detail is billed on an hourly basis and billed monthly as service is provided.												

Sworn						
	Lieutenant	Sergeant	Bonus Deputy	Motor Deputy	Deputy	SAD
Hours	0	0	215	72	1,889	0
Minutes	0	0	12,881	4,294	113,362	0
Personnel	0.000	0.000	0.120	0.040	1.056	0.000

Civilian			
	SSO	LET/CSA/CA/PCO	Clerical
Hours	0	0	0
Minutes	0	0	0
Personnel	0.000	0.000	0.000

FOR CONTRACT LAW ENFORCEMENT BUREAU USE ONLY			
BILLING MEMO REQUIRED AND SUBMITTED:	YES <input type="checkbox"/>	NO <input type="checkbox"/>	N/A <input type="checkbox"/>
(PERSONNEL TRANSACTION REQUEST) "PTR" REQUIRED AND SUBMITTED:	YES <input type="checkbox"/>	NO <input type="checkbox"/>	N/A <input type="checkbox"/>
ORGANIZATIONAL CHART REQUIRED AND SUBMITTED:	YES <input type="checkbox"/>	NO <input type="checkbox"/>	N/A <input type="checkbox"/>
DUTY STATEMENT REQUIRED AND SUBMITTED:	YES <input type="checkbox"/>	NO <input type="checkbox"/>	N/A <input type="checkbox"/>
SMS DEPLOYMENT CONTRACT UPDATED:	YES <input type="checkbox"/>	NO <input type="checkbox"/>	N/A <input type="checkbox"/>
MINUTE PROGRAM IN RAPS UPDATED:	YES <input type="checkbox"/>	NO <input type="checkbox"/>	N/A <input type="checkbox"/>

Initials

City Official: _____

Unit Commander: *ml*



LOS ANGELES COUNTY SHERIFF'S DEPARTMENT
CONTRACT CITY LAW ENFORCEMENT SERVICES
SERVICE LEVEL AUTHORIZATION (SH-AD 575)
PUBLIC SAFETY EQUIPMENT

CITY: Rolling Hills **FISCAL YEAR:** 2019-2020

START-UP VEHICLE

VEHICLE TYPE	YEAR	SERVICE CODE	#	RATE	TOTAL COST

EQUIPMENT

VEHICLE TYPE	YEAR	SERVICE CODE	#	RATE	TOTAL COST

VEHICLE TYPE	YEAR	SERVICE CODE	#	RATE	TOTAL COST

Total Public Safety Equipment Cost: \$

Initials

City Official: _____

Unit Commander: uu

CONTRACT CITY LAW ENFORCEMENT SERVICES AND EQUIPMENT MASTER RATE SHEET

Liability Rate: 11.0%

DSSU Rates

Rank	Relief Factor	Annual Rate	Service Code
Deputy Sheriff	Non-Relief	\$ 277,340	310
Deputy Sheriff	40-Hour Unit	\$ 305,074	306
Deputy Sheriff	56-Hour Unit	\$ 427,104	307
Deputy Sheriff	70-Hour Unit	\$ 533,880	308
Special Assignment Deputy	Non-Relief	\$ 277,340	310
Catalina Deputy	Non-Relief	\$ 251,447	324

DSSU Bonus I Rates

Rank	Relief Factor	Annual Rate	Service Code
Deputy Sheriff, Bonus I	Non-Relief	\$ 297,689	305
Deputy Sheriff, Bonus I	40-Hour Unit	\$ 327,458	301
Deputy Sheriff, Bonus I	56-Hour Unit	\$ 458,441	302
Deputy Sheriff, Bonus I	70-Hour Unit	\$ 573,051	303

Growth/Grant Deputy Rates

Rank	Relief Factor	Annual Rate	Service Code
Growth Deputy Generalist	Non-Relief	\$ 187,904	335
Growth Deputy Generalist	40-Hour Unit	\$ 219,096	NEW
Growth Deputy Generalist	56-Hour Unit	\$ 306,659	NEW
Growth Deputy Generalist	70-Hour Unit	\$ 383,324	NEW
Growth Special Assignment Deputy	Non-Relief	\$ 187,904	335
Growth Deputy Bonus I	Non-Relief	\$ 204,614	336
Growth Motor Deputy	Non-Relief	\$ 204,614	336
Grant Deputy Generalist	Non-Relief	\$ 187,904	386
Grant Special Assignment Deputy	Non-Relief	\$ 187,904	386
Grant Deputy Bonus I	Non-Relief	\$ 204,614	385
Grant Motor Deputy	Non-Relief	\$ 204,614	385

Supplemental Rates

Rank	Relief Factor	Annual Rate	Service Code
Captain	Non-Relief	\$ 372,948	321
Lieutenant	Non-Relief	\$ 292,903	342
Sergeant	Non-Relief	\$ 247,580	353
Motor Sergeant	Non-Relief	\$ 260,980	348
Motor Deputy	Non-Relief	\$ 297,689	305A
Watch Deputy	Non-Relief	\$ 197,964	354
Community Services Assistant (w/ veh)	Non-Relief	\$ 67,799	325
Community Services Assistant (w/out veh)	Non-Relief	\$ 67,262	327
Crime Analyst	Non-Relief	\$ 136,806	329
Custody Assistant	Non-Relief	\$ 110,950	331
Forensic ID Specialist II	Non-Relief	\$ 166,233	356
Information Systems Analyst I	Non-Relief	\$ 151,728	332
Intermediate Clerk	Non-Relief	\$ 75,027	338
Law Enforcement Technician (w/ veh)	Non-Relief	\$ 104,538	340
Law Enforcement Technician (w/out veh)	Non-Relief	\$ 100,525	339
Operations Assistant I	Non-Relief	\$ 99,045	343
Operations Assistant II	Non-Relief	\$ 123,045	344
Operations Assistant III	Non-Relief	\$ 140,907	345
Secretary V	Non-Relief	\$ 107,191	346
Security Assistant	Non-Relief	\$ 52,874	362
Security Officer	Non-Relief	\$ 83,761	347
Senior Information Systems Analyst	Non-Relief	\$ 198,501	334
Station Clerk II	Non-Relief	\$ 91,989	351
Skynight Observer	Non-Relief	\$ 297,689	349
Supervising Station Clerk	Non-Relief	\$ 111,223	352

**CONTRACT CITY LAW ENFORCEMENT SERVICES AND EQUIPMENT
MASTER RATE SHEET**

Vehicle & Equipment Rates

Start-Up Vehicle	Year	Annual Rate	Service Code
B/W Patrol Vehicle	2019-2020	\$ 86,906.58	378
B/W Tahoe	2019-2020	\$ 85,155.98	399
B/W Motorcycle	2019-2020	\$ 44,988.18	381
Solid Patrol Vehicle	2019-2020	\$ 81,417.79	NEW
Solid Sedan	2019-2020	\$ 48,384.52	379
CSO/SSO Sedan	2019-2020	\$ 64,661.60	NEW
K-9 Vehicle	2019-2020	\$ 87,811.35	NEW

Equipment	Year	Annual Rate	Service Code
MDC New Purchase, Data & Maintenance	Year 1	\$ 13,142	NEW
MDC (CF-31/19) Only Initiated FY 18/19	Year 2	\$ 7,771	376D
MDC Data & Maintenance Only	Year 3+	\$ 1,685	NEW
ALPR New Install 1st Year (5yr Program)	Year 1	\$ 5,000	NEW
ALPR System 2nd Year	Year 2	\$ 4,650	NEW
ALPR System 3rd Year	Year 3	\$ 4,650	NEW
ALPR System 4th Year	Year 4	\$ 4,650	NEW
ALPR System 5th Year	Year 5	\$ 4,650	NEW

Annual revised rates shall be readjusted annually per Sections 8.2 and 11.3 of the MLESA.

PUBLIC SAFETY EQUIPMENT USE REQUIREMENTS

1.0 TRANSFER OF PUBLIC SAFETY EQUIPMENT

- 1.1 The County, through the Sheriff's Department, hereby transfers the public safety equipment set forth on Attachment A, Los Angeles County Sheriff's Department Service Level Authorization (SH-AD 575) Form, of this Agreement ("Equipment") for the exclusive use of the City during the term of the Agreement.

2.0 USE OF EQUIPMENT

- 2.1 The City may use the Equipment for any lawful purpose, including use in connection with public safety activities in all areas under the City's jurisdiction.
- 2.2 The City shall not use or operate the Equipment in violation of any federal, state, or local law, rule, regulation, or ordinance.
- 2.3 The Equipment shall not be used or operated as follows:
 - 2.3.1 In a manner subjecting the Equipment to depreciation above the normal depreciation associated with public safety use; and/or
 - 2.3.2 For an illegal purpose or by a person under the influence of alcohol or narcotics.

3.0 SAFEKEEPING AND MAINTENANCE

- 3.1 The City shall exercise due care for the safekeeping of the Equipment during the term of the Agreement.
- 3.2 The City shall ensure that the Equipment is kept in good working order and condition, shall ensure that the Equipment is scheduled and available to County for the performance of its regularly scheduled maintenance by the County, and shall comply in every respect with any manufacturer's/owner's manual that comes with the Equipment.
- 3.3 The County shall perform all maintenance and repairs required for the proper operation of the Equipment. Except as otherwise set forth herein, such maintenance and repairs are provided in exchange for the City's payment of the annual billing rates set forth on Attachment B, Contract City Law Enforcement Services and Equipment Master Rate Sheet, of the Agreement. The City has the right to inspect said Equipment prior to acceptance of the Equipment following maintenance and repairs by the County.
- 3.4 Maintenance and repairs provided by the County under the Agreement may be

performed by the County, its third party vendors, and/or the manufacturer of the Equipment.

- 3.5 The County shall assume responsibility for ensuring that the Equipment has been inspected or otherwise tested in accordance with the laws of the State of California and the United States prior to use by the City.
- 3.6 The City shall inspect the Equipment upon initial delivery and return from County following maintenance and repair, and, by acceptance thereof, finds the Equipment in good working order and condition.
- 3.7 The Equipment shall be maintained and repaired solely by the County. The City and any of its third party vendors are prohibited from performing any maintenance and repairs on the Equipment.
- 3.8 All regularly scheduled maintenance shall be performed by the County, and the City shall timely present the Equipment to the County for the performance of regularly scheduled maintenance at the direction of, and in accordance with the policies and procedures of, the Sheriff's Department's Communications and Fleet Management Bureau. The Sheriff's Department shall make every effort to perform any maintenance in a timely manner.
- 3.9 Any Equipment requiring maintenance and repair by the County for any extended length of time, as determined by the Sheriff's Department's Communications and Fleet Management Bureau, may, at the sole discretion of the County, receive a temporary replacement piece of Equipment. All terms and conditions set forth herein shall apply to the City's use of any temporary replacement Equipment provided by the County. The County shall not be responsible for any damages or liability resulting from the City's loss of use of the Equipment during the performance of maintenance and repair services by the County.

4.0 INSPECTION BY COUNTY

- 4.1 The County shall have the right to inspect the Equipment, immediately upon request by the County, at any time during the term of the Agreement. The City shall provide the County with such operating, and other information, or copies of any such records maintained by the City with respect to the Equipment, as the County or any government agency may require from time to time.

5.0 TITLES

- 5.1 The County shall retain ownership of the Equipment used by the City during the term of the Agreement. Legal title to the Equipment is, and shall, at all times, remain in the name of the County. The Equipment shall not be transferred or delivered by the City to any persons other than the County without the County's prior written consent.

6.0 INDEMNIFICATION

- 6.1 The City agrees to indemnify, defend, and hold harmless the County from any and all liability, losses, or damages the County may suffer and from any claims, demands, costs, or judgments against the County arising out of City's use or operation of the Equipment. This indemnification does not extend to (1) any liability resulting from inherent defects or malfunctions in such Equipment related to manufacturer's acts or omissions, or (2) negligent or wrongful maintenance or repair of the Equipment provided by the County.

7. RISK OF LOSS

- 7.1 The City shall assume all risk of loss to the Equipment from the time it is delivered by the County to the City, and inspected and accepted by the City, until (1) the Equipment is returned to the County upon expiration or termination of the Agreement, or (2) the County regains temporary possession of the Equipment for purposes of providing maintenance and repair.
- 7.2 Upon inspection/acceptance of the Equipment, the City shall be responsible for any and all damage to the Equipment, except those damages resulting from (1) inherent defects or malfunctions in such Equipment related to manufacturer's acts or omissions, or (2) the negligent or wrongful maintenance or repair of the Equipment provided by the County.
- 7.3 In the event of damage to the Equipment or the Equipment is in need of repair, the City shall notify the County to that effect and follow such instructions that the County may provide with respect to repair or disposal of the Equipment. If the Equipment is lost, stolen, destroyed, or declared to be a total constructive loss (subject to the County's agreement as to such condition), the City shall properly notify the County thereof and hold any Equipment for disposal by the County. With respect to any loss, theft, or destruction of the Equipment, the County and the City shall negotiate the value for comparable equipment in a condition similar to the lost, stolen, or destroyed Equipment immediately prior to any such loss. The City shall reimburse the County for the value of the lost, stolen, or destroyed Equipment.

8.0 BILLING RATES

- 8.1 As further discussed in Section 8.0, Billing Rates, of the Agreement, the City shall pay the County for the use of the Equipment provided under the Agreement at the annual billing rates set forth on Attachment B, Contract City Law Enforcement Services and Equipment Master Rate Sheet, of the Agreement, as established by the County Auditor-Controller.

ROLLING HILLS TRAFFIC ENFORCEMENT FISCAL YEAR 2019-2020

The program will begin July 8, 2019. The supplemental traffic enforcement will run from July 8, 2019 through June 30, 2020. The primary focus of this direct traffic enforcement will be Monday thru Friday. Location will be random to increase our visibility and the effectiveness of the enforcement. The breakdown is as follows:

PHASE 1

The first phase will start July 8, 2019 and continue through November 30, 2019. This will be a total of 132 hours. 60 hours from phase 1 will correspond with the first two weeks of the 2019/2020 school year, which begins on August 28, 2019.

The cost of the initial phase is \$12,745.92 (132 hours X \$96.56 per hour).

PHASE 2

A Second phase will begin on December 1, 2019 and will continue through December 30, 2019. The program will consist of 16 hours of traffic enforcement. The breakdown is as follows:

8 hours per week for 2 weeks for a total of 16 hours. The cost of this phase for the month of December will be \$1,544.96 (16 hours X \$96.56 per hour).

PHASE 3

A third phase will commence on January 1, 2020 and will conclude on June 30, 2020. The remaining 127 hours of traffic enforcement will be utilized throughout this time period. The breakdown is as follows:

127 hours spread over a 6 month time period. The cost of this phase is \$12,263.12 (127 hours X \$96.56).

The traffic office will work closely with city staff and residents to increase the overall effectiveness of the entire program. High visibility and compliance with traffic regulations will be the main goal of this operation. This will result in a safer environment for everyone traveling through the city of Rolling Hills.

If a shift is missed, it can be made up during the phase in which it was missed. This will ensure maximum coverage throughout the operation.

TOTAL COST FOR ALL 3 PHASES: \$26,554 (275 hours X \$96.56)



City of Rolling Hills

INCORPORATED JANUARY 24, 1957

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

Agenda Item No: 8B
Mtg. Date: 06/24/2019

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: YOLANTA SCHWARTZ, PLANNING DIRECTOR

THRU: ELAINE JENG, P.E. CITY MANAGER

SUBJECT: CONSIDERATION OF APPROVAL OF RESOLUTION NO. 1241, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROLLING HILLS MODIFYING ROLLING HILLS FEES BY INCREASING CONSTRUCTION AND DEMOLITION PERMIT FEE, ESTABLISHING WATER EFFICIENT LANDSCAPE ORDINANCE REVIEW FEE, ESTABLISHING COMPLIANCE DEPOSITS AND REPEALING RESOLUTION NO. 1226.

ATTACHMENTS:

- 1. RESOLUTION NO. 1241**
- 2. RESOLUTION NO. 1226**

CITY COUNCIL ACTION

At the regularly scheduled City Council meeting of April 22, 2019, following a recommendation from the Finance/Budget/Audit Committee, Councilmembers discussed increasing construction and demolition permit fees and add a performance deposit and establish a new fee and performance deposit for the implementation of the Water Efficient Landscape Ordinance, and directed staff to include them in the Fiscal Year 2019-20 budget.

The Fiscal Year 2019-20 budget adopted by the City Council on June 10, 2019 reflects this change. The adoption of the two new fees and deposits necessitates an amendment to the fee resolution currently in effect, which is Resolution No. 1226. A new resolution was prepared, Resolution No. 1241, to include the two new fees and deposits. No other existing fees are being amended. By adopting Resolution No. 1241, the City Council

repeals Resolution No. 1226, so that only one Fee Resolution inclusive of all the fees is in effect.

With the adoption of Resolution No. 1241, Section 6 is being amended to reflect the new C & D permit fee and refundable deposit and a new Section 8 is added to reflect the new fee for review of applications subject to the Water Efficient Landscape ordinance and the refundable deposit.

CONSTRUCTION AND DEMOLITION FEE INCREASE

Pursuant to Section 8.08.580 of the Rolling Hills Municipal Code a construction and demolition waste hauling permit is required in order to remove construction and demolition waste from any construction, remodeling or demolition project in the City. Per state law, permitted haulers are required to divert from landfills at least 65% of all construction and demolition waste generated by a project. Upon the completion of the project, or quarterly, the hauler must submit to the City a "Recycling and Waste Reduction Compliance" form verifying the disposal amount and location(s).

Currently the permit fee for the Construction and Demolition, (C & D) permit is \$25. The issuance of the permit is time consuming and staff is having difficult time getting the haulers to submit the required compliance reports. A refundable deposit would help in that process. During the budget review process, staff recommended that the C & D fee be increased and a refundable deposit collected. As part of the budget, the City Council approved a \$100 permit fee and \$750 deposit, which would be refunded upon receipt of the Compliance documentation.

WATER EFFICIENT LANDSCAPE ORDINANCE

In compliance with the State law, in May of 2019 the City Council amended the City's Water Efficient Landscape ordinance. The purpose of the ordinance is to encourage water conservation and ensure efficient water use for public and private landscaping projects. The ordinance is applicable to all new and rehabilitated landscaping of 500 square feet if proposed in conjunction with a discretionary development project and to 2,500 square feet of landscaping project requiring administrative approval. The documentation submittal requirements are quite extensive and technical in nature. The City Council during the budget review process approved a \$1,500 application fee to be charged against to reimburse a consultant who would review the application package for completeness and compliance with the water conservation methodology and determine fulfillment of the ordinance requirements following installation of the irrigation system and planting. Any unused amount by the consultant will be refunded to the applicant, and if more funds are needed to complete the review, the applicants will be required to provide the additional amount. In addition, in order to incentivize applicants to complete the project in a timely manner and submit a Certificate of Compliance, a \$5,000 deposit will be collected, which will be fully refunded when a

Certificate of Compliance is submitted to the City. Staff is currently looking for Landscape Architects to provide consulting services on an as needed basis to review the landscaping submittals and verify compliance.

NOTICES

The agenda was posted on the City's Website and emailed to those that signed up for notifications. The agenda item was also printed in the Newsletter.

FISCAL IMPACT

There is no cost associated with charging a review fee and a deposit fee for the implementation of the Water Efficient Landscape Ordinance. Any residual fees not used for the review of the application will be refunded; and if additional fees are required to complete the review, will be supplemented by the applicant. The \$5,000 deposit fee will be fully refunded, upon satisfactory completion of the project, including submittal of the Certification.

For the C&D permits fee, staff projects a revenue of \$5,000, which was added to the Refuse Fund. The \$750 deposit fee will be fully refunded upon submittal of necessary documents and Certification of disposal.

RECOMMENDATION

It is recommended that the City Council adopt Resolution No. 1241 to increase the fee and add a refundable deposit for Construction and Demolition permits; establish a fee for the review of applications subject to the Water Efficient Landscape ordinance, and a refundable deposit.

RESOLUTION NO. 1241

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROLLING HILLS MODIFYING ROLLING HILLS FEES BY INCREASING CONSTRUCTION AND DEMOLITION PERMIT FEE, ESTABLISHING WATER EFFICIENT LANDSCAPE ORDINANCE REVIEW FEE, ESTABLISHING COMPLIANCE DEPOSITS, AND REPEALING RESOLUTION NO. 1226.

THE CITY COUNCIL OF THE CITY OF ROLLING HILLS DOES HEREBY RESOLVE AS FOLLOWS:

Section 1: The following fees are established and charged for applications for processing discretionary cases for Planning, Zoning and Subdivisions and shall be paid by the applicant prior to submission for public hearing, pursuant to Title 16 (Subdivision) and Title 17 (Zoning) of the Rolling Hills Municipal Code:

- | | | |
|----|---------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------|
| A. | Site Plan Review | \$ 1,500 |
| B. | Conditional Use Permit | \$ 1,500 |
| C. | Variance | \$ 1,250 |
| D. | Variance, Minor | \$ 750 |
| 1. | Minor deviation into required yard setback, not exceeding 5' and attached to main residential structure | |
| E. | Multiple discretionary reviews; | Most expensive fee for the first review and 1/2 fee for second review. No cost for third or more reviews. |
| F. | Lighting Ordinance Modification | \$ 375 |
| G. | Outdoor Lighting Audit | \$ 150 (initiated by resident) |
| H. | Time extension | \$ 200 |
| I. | Zone Change | \$ 2,000 |
| J. | General Plan Amendment | \$ 2,000 |
| K. | Zoning/Subdivision Code Amendment | \$ 2,000 |
| L. | Discretionary Approval Modification | \$ 2/3 of original application fee |
| M. | Appeal Fee | \$ 2/3 of original application fee |

N.	City Council and Planning Commission interpretation and miscellaneous reviews	\$ 375 Fee to be credited if results in filing of a formal application to City Council or Planning Commission
O.	Environmental Review fees for discretionary permits	
1.	Preparation and Staff Review of Initial Study	\$ 200
2.	Preparation of Negative Declaration or Mitigated Negative Declaration	\$ 50 (plus fee charged by CA Department of Fish and Wildlife, applicable, as adjusted annually)
P.	Environmental Impact Reports	Consultant fee plus 10%
Q.	County Clerk Processing Fee	County fee
R.	Lot Line Adjustment	\$ 1,500, plus County fee
S.	Tentative Parcel/Tract Map	\$ 1,500, plus County fee
T.	Final Parcel/Tract Map	County fee
U.	Zoning violation and construction penalty fee	\$ 1,500
1.	Applications for illegal or “as built” grading or construction or non-compliance with approved plans for projects that require Planning Commission review. Fee is charged in addition to the discretionary application review fee.	
V.	Stop work order	\$ 200
1.	Fee charged for each additional “stop work order” that is issued beyond the original stop work order for illegal construction and grading activity.	
W.	Service Request (For services provided by L.A. County not included in the General Services Agreement)	County fee, plus 20%
X.	Appeal of Zone Clearance	\$ 375
Y.	Stable Use Permit (For stables under 800 sq ft considered by the Planning Commission)	\$ 375
Z.	Major Remodel Review (For remodels/additions where 50% or more of exterior walls are demolished)	\$ 375

Section 2. The following fees are established and charged for applications for processing View Impairment, Traffic Commission, and Accessory Dwelling Unit cases:

- A. View Impairment
 - 1. Review by Committee on Trees and Views Processing fee \$ 2,000
 - 2. Environmental Review Fees
 - A. Preparation and Staff Review of Initial Study \$ 200
 - B. Preparation of Negative Declaration or Mitigated Negative Declaration \$ 50
(plus fee charged by CA Department of Fish and Wildlife, if applicable, as adjusted annually)
- B. Traffic Commission Review
 - 1. New driveways or other traffic related items \$ 300
- C. Accessory Dwelling Unit
 - 1. Accessory Dwelling Unit or Junior Accessory Dwelling Unit \$ 375

Section 3. The following fees are established and charged for General Administration processing:

- A. General Plan \$ 30
- B. Zoning Code \$ 25
- C. Subdivision Code \$ 25
- D. Budget \$ 30
- E. Zoning Map \$ 3
- F. Xeroxed copies, each page \$ 0.25
- G. False Alarms

Fee for 1 st incident involving a false alarm is waived	
2 nd	\$ 50
3 rd	\$ 100
4 th	\$ 150
5 th	\$ 200

Section 4. The following fees are established and shall be collected for each permit pursuant to Title 15, (Building and Construction) of the Rolling Hills Municipal Code:

- | | | |
|----|----------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A. | 1. BUILDING PERMIT | Two and one-quarter times the amount set forth in the Building Code for each fee, table and schedule therein. |
| | 2. PARKS AND RECREATION | Each new residential dwelling shall pay 2% of the first \$ 100,000 of construction valuation, plus 0.25% of such valuation over \$ 100,000. |
| B. | PLUMBING PERMIT | Two and one-quarter times the amount set forth in the Plumbing Code for each fee, table and schedule therein. |
| C. | MECHANICAL PERMIT | Two and one-quarter times the amount set forth in the Mechanical Code for each fee, table and schedule therein. |
| D. | ELECTRICAL PERMIT | Two and one-quarter times the amount set forth in the Electrical Code for each fee, table and schedule therein. |
| E. | GEOTECHNICAL REPORT,
SITE AND PLAN REVIEW | 0.42% of the valuation of the proposed structures; however, minimum fee shall be \$ 535.00 and the maximum fee shall be \$ 3,588.00 |
| F. | SOLAR AND PHOTOVOLTAIC
SYSTEMS AND APPURTENANT
EQUIPMENT | The amount set forth in the Los Angeles County Building and Electrical Codes for each fee, table and schedule therein, plus \$ 60.11 City administrative fee. |

Section 5. The following fees are established and shall be collected for each permit pursuant to Title 15, (Building and Construction) of the Rolling Hills Municipal Code for review conducted by the City's contract building official, other than Los Angeles County Department of Building and Safety:

- | | | |
|----|-----------------|------------------------------------------------------------------------------------------------------------------------|
| A. | BUILDING PERMIT | In addition to the provisions of Section 4 A.1 of this resolution, a 25% surcharge on Los Angeles County Department of |
|----|-----------------|------------------------------------------------------------------------------------------------------------------------|

Building and Safety fees shall be charged for the alternative use of the City's contract building official.

B. PLUMBING PERMIT

In addition to the provisions of Section 4 B. of this resolution, a 25% surcharge on Los Angeles County Department of Building and Safety fees shall be charged for the alternative use of the City's contract building official.

C. MECHANICAL PERMIT

In addition to the provisions of Section 4 C. of this resolution, a 25% surcharge on Los Angeles County Department of Building and Safety fees shall be charged for the alternative use of the City's contract building official.

D. ELECTRICAL PERMIT

In addition to the provisions of Section 4 D. of this resolution, a 25% surcharge on Los Angeles County Department of Building and Safety fees shall be charged for the alternative use of the City's contract building official.

E. GEOTECHNICAL REPORT,
SITE AND PLAN REVIEW

In addition to the provisions of Section 4 E. of this resolution, a 25% surcharge on Los Angeles County Department of Building and Safety fees shall be charged for the alternative use of the City's contract building official.

F. SOLAR AND PHOTOVOLTAIC
SYSTEMS AND APPURTENANT
EQUIPMENT

In addition to the provision of Section 4 F. of this resolution, a 25% surcharge on Los Angeles County Department of Building and Safety fees, plus \$60.11 City administrative fee, shall be charged for the alternative use of the City's contract building official.

Section 6. The following fees are established and shall be collected for each permit relating to construction and demolition waste:

A. CONSTRUCTION AND \$ 100 single project permit plus

DEMOLITION PERMIT

\$750 deposit refundable upon
submittal of a Certificate of
Compliance.

Section 7. The following fines are established for issuance of administrative citations relating to a violation of Chapter 9.58 of the Rolling Hills Municipal Code:

Administrative Penalty for	\$ 2,500	1 st violation
violation of Chapter 9.58	\$ 5,000	2 nd violation within one year of the 1 st violation
	\$ 7,500	Each additional violation within one year of the 1 st violation

Section 8. The following fees are established for processing landscaping submittals relating to the Water Efficient Landscape Ordinance requirements of Chapter 13.18 of the Rolling Hills Municipal Code.

Review of landscape submittal package and verification of compliance	\$1,500 (portion refunded if not spent; additional funds may be collected, if needed to complete the review); plus \$5,000 deposit refundable upon submittal of a Certificate of Compliance.
-------------------------------------------------------------------------	-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

Section 9. The fees set forth do not exceed the estimated reasonable cost of providing such services.

Section 10. The City Council Resolution No. 1226 is hereby repealed and superseded by Resolution No. 1241.

PASSED, APPROVED, AND ADOPTED this _____ day of _____, 2019.

Leah Mirsch
Mayor

ATTEST:

City Clerk

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

I certify that the foregoing Resolution No. 1241 entitled:

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
ROLLING HILLS MODIFYING ROLLING HILLS FEES BY
INCREASING CONSTRUCTION AND DEMOLITION PERMIT FEE,
ESTABLISHING WATER EFFICIENT LANDSCAPE ORDINANCE
REVIEW FEE, ESTABLISHING COMPLIANCE DEPOSITS, AND
REPEALING RESOLUTION NO. 1226.**

was approved and adopted at a regular meeting of the City Council on _____, 2019 by
the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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

Administrative Offices.

CITY CLERK

RESOLUTION NO. 1226

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROLLING HILLS ESTABLISHING AND MODIFYING ROLLING HILLS FEES BY REDUCING THE BUILDING AND CONSTRUCTION FEES MULTIPLIER FROM 2.5 TO 2.25 TIMES THE ESTABLISHED LOS ANGELES COUNTY BUILDING PERMIT FEES AND RESCINDING RESOLUTION NOS. 1218 AND 1220.

THE CITY COUNCIL OF THE CITY OF ROLLING HILLS DOES HEREBY RESOLVE AS FOLLOWS:

Section 1: The following fees are established and charged for applications for processing discretionary cases for Planning, Zoning and Subdivisions and shall be paid by the applicant prior to submission for public hearing, pursuant to Title 16 (Subdivision) and Title 17 (Zoning) of the Rolling Hills Municipal Code:

- | | | |
|----|------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------|
| A. | Site Plan Review | \$ 1,500 |
| B. | Conditional Use Permit | \$ 1,500 |
| C. | Variance | \$ 1,250 |
| D. | Variance, Minor | \$ 750 |
| | 1. Minor deviation into required yard setback, not exceeding 5' and attached to main residential structure | |
| E. | Multiple discretionary reviews; | Most expensive fee for the first review and 1/2 fee for second review. No cost for third or more reviews. |
| F. | Lighting Ordinance Modification | \$ 375 |
| G. | Outdoor Lighting Audit | \$ 150 (initiated by resident) |
| H. | Time extension | \$ 200 |
| I. | Zone Change | \$ 2,000 |
| J. | General Plan Amendment | \$ 2,000 |
| K. | Zoning/Subdivision Code Amendment | \$ 2,000 |
| L. | Discretionary Approval Modification | \$ 2/3 of original application fee |
| M. | Appeal Fee | \$ 2/3 of original application fee |
| N. | City Council and Planning Commission interpretation and miscellaneous reviews | \$ 375 Fee to be credited if results in filing of a formal application to City Council or Planning Commission |
| O. | Environmental Review fees for discretionary permits | |
| | 1. Preparation and Staff Review of Initial Study | \$ 200 |
| | 2. Preparation of Negative Declaration or Mitigated Negative Declaration | \$ 50 (plus fee charged by CA Department of Fish and Wildlife, applicable, as adjusted annually) |
| P. | Environmental Impact Reports | Consultant fee plus 10% |

- | | | |
|----|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------|
| Q. | County Clerk Processing Fee | County fee |
| R. | Lot Line Adjustment | \$ 1,500, plus County fee |
| S. | Tentative Parcel/Tract Map | \$ \$1,500, plus County fee |
| T. | Final Parcel/Tract Map | County fee |
| U. | Zoning violation and construction penalty fee | \$ 1,500 |
| 1. | Applications for illegal or "as built" grading or construction or non-compliance with approved plans for projects that require Planning Commission review. Fee is charged in addition to the discretionary application review fee. | |
| V. | Stop work order | \$ 200 |
| 1. | Fee charged for each additional "stop work order" that is issued beyond the original stop work order for illegal construction and grading activity . | |
| W. | Service Request
(For services provided by L.A. County not included in the General Services Agreement) | County fee plus 20% |
| X. | Appeal of Zone Clearance | \$ 375 |
| Y. | Stable Use Permit
(For stables under 800 sq ft considered by the Planning Commission) | \$ 375 |
| Z. | Major Remodel Review
(For remodels of more than 50% demolition) | \$375 |

Section 2. The following fees are established and charged for applications for processing View Impairment, Traffic Commission, and Accessory Dwelling Unit cases:

- | | | |
|----|-----------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------|
| A. | View Impairment | |
| 1. | Review by Committee on Trees and Views Processing fee | \$2,000 |
| 2. | Environmental Review Fees | |
| A. | Preparation and Staff Review of Initial Study | \$200 |
| B. | Preparation of Negative Declaration or Mitigated Negative Declaration | \$50
(plus fee charged by CA Department of Fish and Wildlife, if applicable, as adjusted annually) |
| B. | Traffic Commission Review | |
| 1. | New driveways or other traffic related items | \$ 300 |
| C. | Accessory Dwelling Unit | |
| 1. | Accessory Dwelling Unit or Junior Accessory Dwelling Unit | \$ 375 |

Section 3. The following fees are established and charged for General Administration processing:

A.	General Plan	\$ 30
B.	Zoning Code	\$ 25
C.	Subdivision Code	\$ 25
D.	Budget	\$ 30
E.	Zoning Map	\$ 3
F.	Xeroxed copies, each page	\$ 0.25
G.	False Alarms	Fee for 1 st incident involving a false alarm is waived
		2 nd \$ 50
		3 rd \$ 100
		4 th \$ 150
		5 th \$ 200
		6 th \$ 250

Section 4. The following fees are established and shall be collected for each permit pursuant to Title 15, (Building and Construction) of the Rolling Hills Municipal Code:

A.	1. BUILDING PERMIT	Two and one-quarter times the amount set forth in the Building Code for each fee, table and schedule therein.
	2. PARKS AND RECREATION	Each new residential dwelling shall pay 2% of the first \$100,000 of construction valuation, plus 0.25% of such valuation over \$ 100,000.
B.	PLUMBING PERMIT	Two and one-quarter times the amount set forth in the Plumbing Code for each fee, table and schedule therein.
C.	MECHANICAL PERMIT	Two and one-quarter times the amount set forth in the Mechanical Code for each fee, table and schedule therein.
D.	ELECTRICAL PERMIT	Two and one-quarter times the amount set forth in the Electrical Code for each fee, table and schedule therein.
E.	GEOTECHNICAL REPORT, SITE AND PLAN REVIEW	0.42% of the valuation of the proposed structures; however, minimum fee shall be \$535.00 and the maximum fee shall be \$3,588.00
F.	SOLAR AND PHOTOVOLTAIC SYSTEMS AND APPURTENANT EQUIPMENT	The amount set forth in the Los Angeles County Building and Electrical Codes for each fee, table and schedule therein, plus \$60.11 City administrative fee.

Section 5. The following fees are established and shall be collected for each permit pursuant to Title 15, (Building and Construction) of the Rolling Hills Municipal Code for review conducted by the City's contract building official, other than Los Angeles County Department of Building and Safety:

- | | |
|-------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A. BUILDING PERMIT | In addition to the provisions of Section 4 A.1 of this resolution, a 25% surcharge on Los Angeles County Department of Building and Safety fees shall be charged for the alternative use of the City's contract building official. |
| B. PLUMBING PERMIT | In addition to the provisions of Section 4 B. of this resolution, a 25% surcharge on Los Angeles County Department of Building and Safety fees shall be charged for the alternative use of the City's contract building official. |
| C. MECHANICAL PERMIT | In addition to the provisions of Section 4 C of this resolution, a 25% surcharge on Los Angeles County Department of Building and Safety fees shall be charged for the alternative use of the City's contract building official. |
| D. ELECTRICAL PERMIT | In addition to the provisions of Section 4 D of this resolution, a 25% surcharge on Los Angeles County Department of Building and Safety fees shall be charged for the alternative use of the City's contract building official. |
| E. GEOTECHNICAL REPORT,
SITE AND PLAN REVIEW | In addition to the provisions of Section 4 E of this resolution, a 25% surcharge on Los Angeles County Department of Building and Safety fees shall be charged for the alternative use of the City's contract building official. |
| F. SOLAR AND PHOTOVOLTAIC
SYSTEMS AND APPURTENANT
EQUIPMENT | In addition to the provision of Section 4F of this resolution, a 25% surcharge on Los Angeles County Department of Building and Safety fees, plus \$60.11 City administrative fee, shall be charged for the alternative use of the City's contract building official. |

Section 6. The following fees are established and shall be collected for each permit relating to construction and demolition waste:

- | | |
|------------------------------------------|-----------------------------|
| A. CONSTRUCTION AND
DEMOLITION PERMIT | \$ 25 single project permit |
|------------------------------------------|-----------------------------|

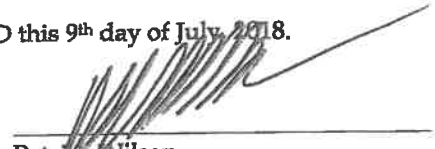
Section 7. The following fines are established for issuance of administrative citations relating to a violation of Chapter 9.58 of the Rolling Hills Municipal Code:

Administrative Penalty for	\$2,500	1 st violation
violation of Chapter 9.58	\$5,000	2 nd violation within one year of the 1 st violation
	\$7,500	Each additional violation within one year of the 1 st violation.

Section 8. The fees set forth do not exceed the estimated reasonable cost of providing such services.

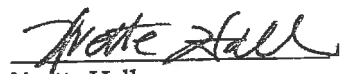
Section 9. The City Council Resolutions Nos. 1218 and 1220 are hereby rescinded.

PASSED, APPROVED, AND ADOPTED this 9th day of July, 2018.



Patrick Wilson
Mayor

ATTEST:



Yvette Hall
City Clerk

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

I certify that the foregoing Resolution No. 1226 entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROLLING HILLS ESTABLISHING AND MODIFYING ROLLING HILLS FEES BY REDUCING THE BUILDING AND CONSTRUCTION FEES MULTIPLIER FROM 2.5 TO 2.25 TIMES THE ESTABLISHED LOS ANGELES COUNTY BUILDING PERMIT FEES AND RESCINDING RESOLUTION NOS. 1218 AND 1220.

was approved and adopted at a regular meeting of the City Council on July 9, 2018 by the following roll call vote:

AYES: Councilmembers Black, Mirsch, Pieper and Mayor Wilson.


NOES: Dieringer.

ABSENT: None.

ABSTAIN: None.

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

Administrative Offices.



YVETTE HALL
CITY CLERK