CITY OF ROLLING HILLS

REQUEST FOR PROPOSAL (RFP)

To Provide

SAFETY ELEMENT UPDATE SERVICES

City of Rolling Hills
Planning and Community Services Department
2 Portuguese Bend Road Rolling Hills, California 90274

Submittal Deadline:
3:00 PM, Friday, May 8, 2020

Attention:
Meredith T. Elguira, Director of Planning & Community Services
Melguira@cityofrh.net | 310.377.1521
1. BACKGROUND

As a result of the declaration of a major federal disaster, the State of California is eligible for Hazard Mitigation Grant Program (HMGП) funding. The State has established priorities to accept subapplications from subapplicants statewide, state agencies, tribal governments, local governments and private non-profits. Hazard mitigation activities are aimed at reducing or eliminating future damages. Activities include hazard mitigation plans approvable by the Federal Emergency Management Agency (FEMA). The City of Rolling Hills submitted multiple grants to Cal OES and was awarded funding to update the City’s Safety Element. The update will consist of a comprehensive update to the existing element, which was adopted in 1990.

About the City

The City of Rolling Hills is three (3) square miles, with a population of 1,860 (2010 US Census), consisting of lots developed with one-story ranch style residences with agricultural and equestrian accessory structures and uses. Rolling Hills is completely residential. There are no hospitals, commercial uses, corporations, or transportation corridors located within the City limits. One school is located on the other side of Crest Avenue, just outside City gates but within City limits. The City owns several properties within the City but only one property has a structure: City Hall. Any hazard mitigation projects, like this Safety Element Update, must be paid by the City’s general fund, if not funded through the State of California, Office of Emergency Services.

The City of Rolling Hills, throughout history, has dealt with various natural hazards that include earthquakes, wildfires, droughts, and land movement. As the population of the City continues to age, the exposure to hazards creates an even higher risk than previously experienced.

Incorporated on January 24, 1957, in Los Angeles County, the City has maintained a rural ranch-like character, with no traffic lights, large spaces between houses, and wide equestrian paths along streets. Prior to incorporation, a portion of the City known as the Flying Triangle was determined to be in a landslide area when in 1948 the County of Los Angeles performed soil and geology studies for potential development below this area. At the time the area was vacant. However, due to lack of restrictions and lack of technology, the County allowed this area to be developed. Since incorporation, the City has adopted the County of Los Angeles Building Codes. The City continued to allow limited construction under the Los Angeles County Codes. In 1973, there was a large fire in the Flying Triangle area which burned vegetation, a number of homes, stables and other structures. All of the homes were rebuilt, with a signed waiver to ensure that the owners were aware that this is a slide area and indemnified the City and County from any liability.

Furthermore, the City of Rolling Hills has been identified as being located in a “Very High Fire Hazard Severity Zone”. As a result, the City has amended its building and safety codes to include special requirements such as fire-rated materials for new construction.
2. SCHEDULE

The anticipated project timeline is as follows:

- **Release of RFP**  
  April 10, 2020
- **Proposals are Due**  
  May 8, 2020
- **Proposal Evaluation**  
  May 11 – May 13, 2020
- **Consultant Interviews**  
  May 18, 2020
- **Consultant Selection by Staff**  
  May 19, 2020
- **Contract Approval by City Council**  
  May 26, 2020
- **Contract Execution**  
  May 28, 2020
- **Kick-off Meeting**  
  June 1, 2020
- **Final Draft Plan**  
  January 2021
- **Submit Draft Safety Element to Cal OES/FEMA**  
  January 2021
- **Planning Commission Public Hearing**  
  June 2021
- **City Council Public Hearing**  
  July 2021
- **Project Close-out**  
  July 2021

3. SCOPE OF WORK

The update will comply with the following recently enacted State mandates:

- SB1241 - Fire Hazard Safety
- SB379 - Natural Hazard Adaptation and Resiliency
- AB2140 - Integration of Local Hazard Mitigation Plan

The Safety Element update will include:

- The update and preparation of relevant maps;
- The incorporation of references to relevant maps in the Safety Element text; and
- Relevant technical updates.

The updated Safety Element will identify hazards and hazard abatement provisions relating to:

- Seismic Hazards
- Fire Hazards
- Landslides

Policies may also address hazard abatement provisions relating to:

- Crime and Police Services
- Electromagnetic Fields (EMF)
• Hazardous Waste
• Land Use Impact Identification

The Safety Element Update will be consistent with the Local Hazard Mitigation Plan MH 60 as required by SB 1241 and 2012. The Safety Element Update will be prepared in compliance with the California General Plan Guidelines. The final Safety Element will be reviewed by Cal-OES and approved by FEMA prior to the City Council's adoption. See Attachment 1 for detailed Scope of Work and Schedule.

  ▪ Scope of Work (DR-4344-0521 Safety Element Update), Attachment 1

4. PROPOSAL FORMAT GUIDELINES

Interested consultants are to provide the City of Rolling Hills with a thorough proposal with the following sections included in the bidder's response:

Cover Letter

A brief cover letter should summarize key elements of the proposal. An individual authorized to bind the consulting firm must sign the letter. The letter must stipulate that the proposal price will be valid for a period of at least 90 days. Indicate the address and telephone number of the consultant's office located nearest to Rolling Hills, California and the office from which the project will be managed.

Background and Project Summary Section

The Background and Project Summary Section should describe the consultant's understanding of the City, the work to be done, and the objectives to be accomplished. Refer to Scope of Work of this RFP.

Methodology Section

Provide a detailed description of the approach and methodology to be used to accomplish the Scope of Work of this RFP. The Methodology Section should include:

1) An implementation plan that describes in detail:
   ▪ The methods, including controls by which the consultant manages projects of the type sought by this RFP;
   ▪ Methodology for soliciting and documenting views of internal and external stakeholders; and
   ▪ Any other project management or implementation strategies or techniques that the respondent intends to employ in carrying out the work.

2) Detailed description of efforts the consultant will undertake to achieve client satisfaction and to satisfy the requirements of the Scope of Work section.

3) The City is approximately 15 months behind schedule. In order to meet the
Grant’s deliverables, the proposer will have provide a catch up plan to ensure the Grant’s deadline is met in a timely manner.

Provide a project schedule, identifying all tasks and deliverables to be performed, durations for each task, and overall time of completion. Explain methodology to get project back on schedule to meet the required Grantor’s deadline. Include a catch up plan in the proposal.

4) Expedite requested City task list and roles to avoid further project delays. Detailed description of specific tasks consultant will require from City staff as specified in the Grant. Explain what the respective roles of City staff and consultant’s staff would be to complete the tasks specified in the Scope of Work.

**Staffing**

Provide a list of individual(s) who will be working on this project and indicate the functions that each will perform. Include a resume for each designated individual.

Upon award and during the contract period, if the consultant chooses to assign different personnel to the project, the consultant must submit their names and qualifications including information listed above to the City for approval before they begin work.

**Qualifications**

The information requested in this section should describe the qualifications of the firm, key staff, and sub-contractors performing projects within the past five years that are similar in size and scope to demonstrate competence to perform these services. Information shall include:

1) Names of key staff that participated on named projects and their specific responsibilities with respect to this scope of work.

2) A summary of the firm’s demonstrated capability, including length of time that the firm has provided the services being requested in this RFP.

3) Provide at least three references that received similar services from the firm. The City of Rolling Hills reserves the right to contact any of the organizations or individuals listed. Information provided shall include:
   a. Client name
   b. Project description
   c. Project start and end dates
   d. Client project manager name, telephone number, and e-mail address

**Cost Estimate**

Provide a budget breakdown. Information provided shall include:
1) Submitted in a separate envelope.
2) Itemized person-hours, rates and costs for all required work tasks.
3) Section on costs for meeting attendance (so that the budget can be later adjusted to accommodate more or less meetings than anticipated in this RFP).

**Insurance Requirements**

Contractor shall, at his expense, obtain and keep in force during the term of this Agreement, a policy of Comprehensive General Liability Insurance, a policy of Comprehensive Automobile Liability Insurance, and a policy of Workers’ Compensation Insurance as set forth more fully below:

1) Contractor shall maintain and deliver to the City copies of their Comprehensive General Liability Insurance with a combined single limit of not less than $1,000,000 covering bodily injury and property damage; insuring Contractor and the City against any liability arising out of the maintenance on the premises and all areas appurtenant thereto. Such insurance shall (a) name City, the Rolling Hills Community Association, and the City of Rolling Hills Estates, their appointed and elected officials, officers, employees, and agents as insureds; and (b) be primary with respect to any insurance or self-insurance programs maintained by the City; and (c) contain standard cross liability provisions.

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

3) Contractor shall maintain Workers’ Compensation Insurance covering their employees for injuries arising out of and in the course of their employment with limits of not less than $1,000,000 per accident.

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

The purpose of this submittal is to generally assess the adequacy of the proposer’s insurance coverage during proposal evaluation. Endorsements are not required until contract award. The City’s insurance requirements are in the standard Contract Services Agreement, Attachment 2.
5. PROPOSAL SUBMITTAL

- **Content of Proposal**
The proposal must be submitted using the format as indicated in the Proposal Format Guidelines.

- **Number of Proposals**
Submit two USB Flash Drive copies of the proposal in sufficient detail to allow for thorough evaluation and comparative analysis.

- **Submission of Proposals**
Complete proposals must be submitted in sealed envelopes and received no later than **3:00 p.m. (P.S.T.) on Friday, May 8, 2020** to the address below. Proposals will not be accepted after this deadline. Faxed or e-mailed proposals will not be accepted.

  Attention: Meredith T. Elguira,
  Director of Planning and Community Services
  2 Portuguese Bend Road, Rolling Hills, CA 90274
  RE: Safety Element Update
  Questions about this RFP must be e-mailed to: Melguira@CityofRH.net

- **Conditions for Proposal Acceptance**
This RFP does not commit the City to award a contract or to pay any costs incurred for any services. The City, at its sole discretion, reserves the right to accept or reject any or all proposals received as a result of this RFP, to negotiate with any qualified source, or to cancel this RFP in part or in its entirety. All proposals will become the property of the City of Rolling Hills. If any proprietary information is contained in the proposal, it should be clearly identified.

6. PROPOSAL EVALUATION CRITERIA

The City of Rolling Hills will use the following criteria in its evaluation and comparison of proposals submitted:

1) Compliance with RFP requirements
2) Understanding of the project
3) Recent experience in conducting similar scope, complexity, and magnitude for other public agencies
4) Educational background, work experience, and directly related consulting experiences
5) References

The City may also contact and evaluate the proposer’s references, contact any proposer to clarify any response, contact any current users of a proposer’s services, solicit information from any available source concerning any aspect of the proposal,
and seek and review any other information deemed pertinent to the evaluation process. The City Council shall not be obligated to accept the lowest priced proposal, but shall make an award in the best interests of the City.

7. DISCRETION AND LIABILITY WAIVER

The City reserves the right to reject all proposals or to request and obtain, from one or more of the respondents submitting proposals, supplementary information as may be necessary for City staff to analyze. The City may require respondents to participate in additional rounds of more refined submittals before the final selection of a vendor is made. The City may negotiate with one or more firms, and may contract with one or more firms as the City deems appropriate.

By submitting a response to this RFP, proposers waive all rights to protest or seek any legal remedies regarding any aspect of this RFP. Although it is the City’s intent to choose the most qualified proposal, the City reserves the right to choose any number of qualified proposals and to reject all proposals.
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<td><strong>DATA COLLECTION/EXISTING CONDITIONS</strong></td>
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SCOPE OF WORK
DR-4344-0521 Safety Element Update

INTRODUCTION

The City of Rolling Hills is three (3) square miles, with a population of 1,860 (2010 US Census), consisting of lots developed with one-story ranch style residences with agricultural and equestrian accessory structures and uses. Rolling Hills is completely residential. There are no hospitals, commercial uses, corporations, or transportation corridors located within the City limits. One school is located on the other side of Crest Avenue, just outside City limits. The only City-owned structure is City Hall. Any hazard mitigation projects, like this Safety Element Update, must be paid by the residents through the City's general fund, if not funded through the State of California, Office of Emergency Services.

The City of Rolling Hills, throughout history, has dealt with various natural hazards that include earthquakes, wildfires, droughts, and land movement. As the population of the City continues to increase and age, the exposure to hazards creates an even higher risk than previously experienced.

Incorporated on January 24, 1957, in Los Angeles County, the City has maintained a rural ranch-like character, with no traffic lights, large spaces between houses, and wide equestrian paths along streets. Prior to incorporation, a portion of the City known as the Flying Triangle was determined to be in a landslide area when in 1948 the County of Los Angeles performed soil and geology studies for potential development below this area. At the time the area was vacant. However, due to lack of restrictions and building codes, and lack of technology, the County allowed this area to be developed. Since
incorporation, the City has adopted the County of Los Angeles Building Codes. The City continued to allow limited construction under the Los Angeles County Codes. In 1973, there was a large fire in the Flying Triangle area which burned vegetation, a number of homes, stables and other structures. All of the homes were built back, with a signed waiver to ensure that the owners were aware that this is a slide area and indemnifying the City and County from any liability.

**PLANNING AREA**

The City of Rolling Hills is characterized by beautifully wooded, deep canyons and hilly terrain located on the San Pedro Hills of the Palos Verdes Peninsula in Southern California. However, the potential impacts of hazards associated with the terrain make the environment and population vulnerable to disasters. The City of Rolling Hills is located in the northwestern quadrant of Los Angeles County. It is bordered on three sides by the City of Rancho Palos Verdes and on the north and northeast by the City of Rolling Hills Estates. Neighborhoods adjoining the City include Miraleste (southeast) and Portuguese Bend (southwest) in Rancho Palos Verdes.
Elevations in the City range from a high of 1350 feet above sea level to a low of 500 feet above sea level.

**SUMMARY OF HAZARDS**

The geographic extent of each of the hazards has been identified by utilizing the maps and data contained in the General Plan and County’s All-Hazards Mitigation Plan. Utilizing the Calculated Priority Risk Index (CPRI) ranking technique, the Planning Team concluded the following hazards posed a significant threat against the City.

**Earthquake, Land Movement, Wildfire, Drought**

The Calculated Priority Risk Index (CPRI) is a process that describes the causes and characteristics of each hazard and which part of the facilities, infrastructure, and environment may be vulnerable to each specific hazard.⁠⁠¹

**Table: Calculated Priority Risk Index Ranking for Rolling Hills region.⁠²**

<table>
<thead>
<tr>
<th>Hazard</th>
<th>Probability</th>
<th>Weighted 45% (x.45)</th>
<th>Magnitude</th>
<th>Severity</th>
<th>Weighted 30% (x.3)</th>
<th>Warning Time</th>
<th>Weighted 15% (x.15)</th>
<th>Duration</th>
<th>Weighted 10% (x.1)</th>
<th>CPRI Ranking</th>
</tr>
</thead>
<tbody>
<tr>
<td>EQ: Newport-Ingleswood Fault</td>
<td>3</td>
<td>1.35</td>
<td>3</td>
<td>0.9</td>
<td>4</td>
<td>0.60</td>
<td>1</td>
<td>0.1</td>
<td>2.95</td>
<td></td>
</tr>
<tr>
<td>EQ: Palos Verdes Fault</td>
<td>3</td>
<td>1.35</td>
<td>3</td>
<td>0.9</td>
<td>4</td>
<td>0.60</td>
<td>1</td>
<td>0.1</td>
<td>2.95</td>
<td></td>
</tr>
<tr>
<td>Land Movement</td>
<td>2</td>
<td>0.9</td>
<td>2</td>
<td>0.6</td>
<td>4</td>
<td>0.60</td>
<td>1</td>
<td>0.1</td>
<td>2.20</td>
<td></td>
</tr>
<tr>
<td>Wildfire</td>
<td>4</td>
<td>1.80</td>
<td>3</td>
<td>0.9</td>
<td>4</td>
<td>0.60</td>
<td>2</td>
<td>0.2</td>
<td>3.50</td>
<td></td>
</tr>
<tr>
<td>Drought</td>
<td>2</td>
<td>0.9</td>
<td>2</td>
<td>0.6</td>
<td>1</td>
<td>0.15</td>
<td>4</td>
<td>0.4</td>
<td>2.05</td>
<td></td>
</tr>
</tbody>
</table>

¹ CITY OF ROLLING HILLS LOCAL HAZARD MITIGATION PLAN
² IBID
The table above indicates a generalized perspective of the community’s vulnerability of the various hazards according to extent (or degree), location, and probability with four (4) as the highest probability and one (1) as the lowest probability. The probability of a Wildfire in Rolling hills is the highest probability with a probability of a four (4) and an earthquake with the probability of a three (3).

**Fire Hazard**
State law requires that all local jurisdictions identify very high fire hazard severity zones within their areas of responsibility. Inclusion within these zones is based on vegetation density, slope severity and other relevant factors that contribute to fire severity. The Very High Fire Hazard Severity Zone (or “Zone”) was first established in the City of Los Angeles in 1999 and replaced the older “Mountain Fire District” and “Buffer Zone.” The “Zone” was carefully determined according to California State Law. The entire City of Rolling Hills is located in the Zone.³

With its many steep canyons and open scrub-covered hillsides, the Palos Verdes Peninsula area has always been vulnerable to the hazards associated with brush fires. The City has declared a local emergency on two occasions:

- **June 25, 1973** – A brush fire disaster that occurred on June 22, 1973 destroyed ten homes within the “Flying Triangle” and “Southfield” areas.
- **September 14, 2009** – A brush fire disaster that occurred on August 27, 2009 in the south east portion of the City.

³ LOS ANGELES COUNTY FIRE DEPARTMENT
In June 1973, the Peninsula News reported a wildland fire that was the most destructive to date that burned the Palos Verdes Peninsula. It was started by two youths playing with fireworks in Rancho Palos Verdes and spread east into the “Flying Triangle” and “Southfield” areas of Rolling Hills where it destroyed ten (10) homes and five (5) barns.

The fire shifted west and burned into the Portuguese Bend area of Rancho Palos Verdes and destroyed three (3) more homes. In all, the 1973 fire consumed a total of 900 acres and raged for 28 hours before it was finally extinguished.

The most recent fire in Rolling Hills was on August 27-28, 2009, when a wildfire burned through 230 total acres. The fire is believed to have originated in the Portuguese Bend Nature Reserve in Rancho Palos Verdes where 165 acres were charred. The remaining 65 acres were burned in Rolling Hills. Dozens of homes were threatened and approximately 1,200 residents were forced to evacuate.\(^4\)

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\(^4\) City of Rolling Hills Local Hazard Mitigation Plan, pgs. 78-79
<table>
<thead>
<tr>
<th>Date</th>
<th>Type or Extent of Damages</th>
<th>Indirect Costs</th>
</tr>
</thead>
<tbody>
<tr>
<td>10/1923</td>
<td>Burned 4000 acres killed 18 horses costing approximately $10,000 (in 1923 dollars) in damages</td>
<td>Evacuation of people</td>
</tr>
<tr>
<td>09/1945</td>
<td>Grass fire near Crest Road; destroyed one home, and incurred $50,000 (in 1945 dollars) in damages</td>
<td>Evacuation of people</td>
</tr>
<tr>
<td>06/1967</td>
<td>45 acres burned in the Portuguese Bend area</td>
<td>Evacuation of people</td>
</tr>
<tr>
<td>06/22/1973</td>
<td>Destroyed 13 homes and 5 barns, consumed a total of 900 acres and raged on for 28 hours. Approx. $1.43 million in damages.</td>
<td>Evacuation of people</td>
</tr>
<tr>
<td>8/28-8/29, 2009</td>
<td>230 total acres charred</td>
<td>1,200 residents were forced to evacuate</td>
</tr>
</tbody>
</table>

**Southern California Counties Fires**

<table>
<thead>
<tr>
<th>Date</th>
<th>Type or Extent of Damages</th>
<th>Indirect Costs</th>
</tr>
</thead>
<tbody>
<tr>
<td>10/21/2003 – 11/4/2003</td>
<td>Cedar Fire: raged across SoCal burning 739,597 acres, 3631 homes, 36 commercial properties, 1,169 outbuildings destroyed, 246 people injured, 24 people died.</td>
<td>Evacuation of residents. At the height of the siege, 15,631 personnel were assigned to fight the fires.</td>
</tr>
<tr>
<td>10/2007 – 11/2007</td>
<td>500,000 acres burned, 17 people died, 140 people injured, 3069 homes and other buildings destroyed. The Electrical power, telecommunications systems, and water sources destroyed.</td>
<td>Hundreds of thousands of people evacuated. Transportation disrupted for several days and numerous road closures</td>
</tr>
</tbody>
</table>

*Table 1 gives an overview of the most destructive fires in the Rolling Hills area.*

**Earthquakes**

Southern California has a history of powerful and relatively frequent earthquakes, dating back to the powerful 1857 San Andreas Earthquake, which generated substantial damage to the relatively few buildings that existed at the time. According to seismic research, large magnitude (8.0+) earthquakes occur on the San Andreas Fault every 50 to 300 years with an average interval of roughly 140 years. Other lesser faults have also caused very damaging earthquakes since 1857. Notable earthquakes in regions close to Rolling Hills include the 1933 Long Beach Earthquake, the 1971 San Fernando Earthquake, the 1987 Whittier Earthquake and the 1994 Northridge Earthquake.
Los Angeles County is therefore a hotbed of seismic activity due to the presence of over 50 active and potentially active fault segments, an undetermined number of buried faults, and multiple blind-thrust faults. All of these faults are capable of producing severe earthquakes, downed transmissions lines, and (therefore) fires. As with all communities in the Long Beach area, Rolling Hills is located in an especially seismically-active area, even by Los Angeles County standards.

Earthquakes that could affect the City would most likely originate from the San Andreas, Newport-Inglewood, or Puente Hills Faults. These faults are close enough in proximity or expected to generate strong enough shaking that could affect the City.

Although Rolling Hills is too small to garner earthquake reports specific to the community, Rancho Palos Verdes (roughly 2 miles away) is not. According to EarthquakeTrack.com, Rancho Palos Verdes experienced the following earthquake activity of at least 1.5M on the Richter scale as of August 29, 2018:

- 1 earthquake in the past 24 hours
- 17 earthquakes in the past 7 days
- 28 earthquakes in the past 30 days
- 217 earthquakes in the past 365 days

Because Rancho Palos Verdes is only two miles from Rolling Hills, and Rolling Hills is located on high ground, the aforementioned seismic activity is highly relevant.

\[5\text{ Source: } \text{https://www.earthquaketrack.com/us-ca-rancho-palos-verdes/recent}\]
Landslide

Landslides are the most serious geological hazard facing the residential community of Rolling Hills. Residences in the Flying Triangle area of Rolling Hills were originally built upon preexisting, unrecognized, or recognized, but un-stabilized landslide. Geologically, most of the landslides within the City occur in the Altamira Shale Member of the Monterey Formation. Site specific investigations are necessary to determine potential slope instability problems at specific sites. Landslides are considered “potentially active,” meaning they could be reactivated in the future, either by excessive rainfall, introduction of artificial water in the slope (landscaping irrigation/broken water or septic systems), or improper site design or grading practices.

Landslides can affect utility services, transportation systems, and critical lifelines. The City would suffer immediate damages and loss of service. Disruption of infrastructure, roads, and critical facilities also have a long-term effect on the economy. Utilities, including potable water, wastewater, telecommunications, natural gas, and electric power are all essential to service community needs. Loss of electricity has the most widespread impact on other utilities and on the whole community. Natural gas pipes are also at risk of breakage from landslide movements as small as ½ inch for plastic pipes and ¾ inch for steel pipes.\(^6\)

Factors included in assessing landslide risks include population and property distribution in the hazard area, the frequency of landslide or debris flow occurrences, slope steepness, soil characteristics, and precipitation intensity. This type of analysis

\(^6\) Rolling Hills 2017 Local Hazard Mitigation Plan (Pg. 73)
could generate estimates of the damages to the City due to a specific landslide or debris flow event. At the time that the Local Hazard Mitigation Plan was publicized, the data was not enough to conduct a full risk analysis.

**Drought**

2014 Drought California is experiencing, as of 2016, its fifth year of a historic drought condition. On January 17, 2014, Governor Brown proclaimed a State of Emergency and subsequently, ordered statewide mandatory water reductions. On May 9, 2016, following a winter that saw increased snow pack in northern California, Governor Brown replaced the reduction mandates with longer term water conservation measures. The City receives its water from California Water Service (Cal Water) and is subject to conservation targets and measures established by Cal Water as approved by the California Public Utilities Commission in response to ongoing drought conditions.\(^7\)

**OVERALL PROJECT OBJECTIVES AND GOALS**

The Safety Element addresses a wide range of natural and human-caused hazards and consists of goals and policies aimed to reduce the risks associated with these hazards such as loss of life, injuries, property damage, and economic and social dislocation. The update consists of a comprehensive update to the existing element, which was adopted in 1990. The update will comply with the following recently enacted State mandates:

- SB1241 – Fire Hazard Safety
- SB379 – Natural Hazard Adaptation and Resiliency
- AB2140 – Integration of Local Hazard Mitigation Plan (LHMP)

\(^7\) Rolling Hills 2017 Local Hazard Mitigation Plan (pg. 99)
The primary purpose of the Safety Element, as described in California Government Code, is to reduce short and long-term risk resulting from natural and man-made hazards. A Safety Element must include the following hazards: slope instability, seismic risk, flooding, wild-land and urban fires, climate change adaptation and resilience, and other considerations.

As noted in the existing Safety Element, public safety is the overarching goal in all new land use planning to mitigate natural hazards. As such, the proposed update will identify and document these potential hazards associated with fire, geologic activity, and landslide events and incorporate mitigation described in the LHMP. It will also focus on policies addressing existing manmade structures that may be vulnerable during these types of emergency conditions, and dangers that might result from substandard emergency service delivery, difficult access, and lack of public preparedness or information. To ensure the continued protection of the community, the Safety Element sets forth goals, policies, and strategies addressing the potential risks associated with these hazards.

The Safety Element update will include:

- The update and preparation of relevant maps;
- The incorporation of references to relevant maps in the Safety Element text;
- Any related technical updates that, in the professional judgment of the Consultant, are prudent to be included in the Safety Element.
Preparation of the Rolling Hills Safety Element Update

The result of the Safety Element development will be a Cal-OES-reviewed, FEMA-approved document. The process will follow the planning tasks as outlined herein, be prepared in compliance with the California General Plan Guidelines, and will identify hazards and hazard abatement provisions relating to:

- Seismic Hazards
- Fire Hazards
- Landslides

The City of Rolling Hills will also use the Safety Element as a vehicle for defining “acceptable risk” and the basis for determining the level of necessary mitigation. Policies may also address hazard abatement provisions relating to:

- Crime and Police Services
- Electromagnetic Fields (EMF)
- Hazardous Waste
- Land Use Impact Identification

The Safety Element Update falls in line with the Local Hazard Mitigation Plan MH 60 – Seek funding to update the General Plan Safety Element in advance of the next Mitigation Plan update, as required in Senate Bill 1241, 2012.

PLAN INITIATION

Public Participation

The Safety Element update process will include a broad public outreach component. Below is a summary of the anticipated public participation process. The engagement activities will integrate into the overall process and tied to specific work products and
milestones.

*Kick-Off Meeting*: The objectives of this meeting would be to inform the public and community of the value and purpose of the Safety Element update.

*Engagement through Technology*: The City will use its website as a portal for information regarding the Safety Element update, and key documents to solicit public input at various stages of the process. In addition, the City intends to use its website and newsletters to push out information and invitations to workshops, meetings, and public hearings.

*Public Workshops*: Public workshops would be held at key stages throughout the process including project initiation, goals and policy development, and comment on document drafts.

*Other Stakeholders*: During the Safety Element update process, City staff liaisons to Boards, Commissions, and Committees will provide progress reports on the Safety Element update and receive comments that will be shared with the Safety Element Advisory Committee (SEAC) and City Council.

*Safety Element Advisory Committee*: The Council will appoint a SEAC to provide guidance on the development of the Safety Element update, be an additional forum for public involvement, and make recommendations to the Planning Commission and City Council.

*City Council Meetings*: City Council direction will be sought at major milestones as noted in the work plan.
Pre-tasks Conducted by City Council and Staff

Task A: Conduct RFP Process

The City will conduct a formal bidding process for a Consultant Project Manager (CPM) to prepare the Safety Element Update and will make every effort to provide opportunity to federally-designated small businesses, including women-owned, veteran-owned and disadvantaged.

Task B: Project Initiation – Appointment of Safety Element Advisory Committee

The Council will appoint a SEAC to provide guidance on the development of the Safety Element Update.

Task C: City Staff Responsibilities

• The City will assign a Project Manager from City staff, who will be responsible for consultation with Tribes, State and local agencies as required by State law.

• The City will provide materials or access to materials, including data, maps, plans and documents, used to prepare the Local Hazard Mitigation Plan and the Emergency Operations Plan and other relevant plans as needed to ensure coordination with the Safety Element.

• The City will be responsible for noticing, distribution of materials, and coordination of all meetings and hearings.

The Consultant Project Manager will coordinate with City staff on a weekly basis to ensure the production of the following tasks is completed on time and on budget.
TASK 1: PROJECT LAUNCH

1.1 Procurement

Procure Consultant Project Manager (CPM) to prepare Safety Element Update.

1.2 Procurement Meeting

The CPM will meet with staff to refine the scope of work, and discuss expectations for the schedule, process and work products, and the availability of background data and reports.

1.3 Scope of Work

The Scope of Work (SOW) will be reviewed with staff and a final SOW and contract will be put in place.

1.4 Data Collection

The CPM will begin collecting data and background information.

1.5 Public Outreach Plan

A Public Outreach Plan will be developed, and meetings will be scheduled to provide the community with an opportunity to identify issues of importance.

1.6 Public Information

The CPM and staff will develop a strategy to utilize the City website as a means to provide public outreach and information during the update.
TASK 1: DELIVERABLES

<table>
<thead>
<tr>
<th>Task</th>
<th>Deliverable</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.1</td>
<td>Project Kickoff Meeting with City staff</td>
</tr>
<tr>
<td>1.2</td>
<td>Review Scope of Work and Schedule</td>
</tr>
<tr>
<td>1.3</td>
<td>GIS Data and Map Collection</td>
</tr>
<tr>
<td>1.4</td>
<td>Collect Background Information</td>
</tr>
<tr>
<td>1.5</td>
<td>Public Outreach Plan (see Task 4)</td>
</tr>
<tr>
<td>1.6</td>
<td>Develop Project Website (see Task 4)</td>
</tr>
</tbody>
</table>

TASK 2: DATA COLLECTION and EXISTING CONDITIONS REPORT

During the project kick-off meeting, City staff will provide CPM with guidance regarding data sources to aid in the collection process, GIS data files, and all relevant existing documents and materials.

2.1 Existing Data

CPM will evaluate the existing data and identify additional data needs. It is assumed that data will be collected from the City, outside agencies, and other relevant sources.

2.2 Additional Technical Studies

If additional technical studies are required, Consultant will identify whether a change in the scope of work will be necessary to and assist the City in addressing additional needs.

2.3 Field Assessments and Analysis

Geology and Soils Report and Seismic Parameters Report/Table.
2.4 Present Existing Conditions

2.5 Revisions

Revisions will be made at least three (3) times based on the staff edits/comments. These are incorporated into the draft Update.

**TASK 2 DELIVERABLES**

<table>
<thead>
<tr>
<th>Task</th>
<th>Deliverable</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.1</td>
<td>Existing data reviewed (memo to City)</td>
</tr>
<tr>
<td>2.2</td>
<td>Confirm existing SOW- additions added if necessary (memo to City)</td>
</tr>
<tr>
<td>2.3</td>
<td>Review Existing Conditions Section (text and graphic mock-ups)</td>
</tr>
<tr>
<td>2.4</td>
<td>Presentation of existing conditions to staff</td>
</tr>
<tr>
<td>2.5</td>
<td>Revision to Existing Conditions Section based on City comments</td>
</tr>
</tbody>
</table>

**TASK 3: HAZARD PROFILES AND MAPPING**

This section includes the preparation of the hazard profiles and risk assessment as noted in the City’s LHMP. The hazard profiles will include a discussion of the hazards of concern and will identify the location and extent of past occurrences, the probability of future occurrences, and climate change considerations for each hazard identified. Preparation of the hazard profiles and risk assessment will include GIS mapping of relevant hazards (those that can be mapped) and analysis to determine areas of potential susceptibility within the community.
3.1 Review Existing Maps

CPM will review existing maps provided by the City from sources and data banks that may include, but are not limited to:

- City of Rolling Hills Local Hazard Mitigation Plan (LHMP);
- California Department of Conservation (DOC) geologic and seismic activity data;
- Los Angeles County and the City of Rolling Hills-provided data; and
- Any other maps that are pertinent to the study.

3.2 Hazard Information Review

Hazard information will be reviewed, particularly from the City’s LHMP, and will be cross-referenced with parcel, road, hydrologic, and other data for the preparation of meaningful and applicable maps to help the City with decision-making.

3.3 Draft Maps

Maps, as identified below, will be prepared using existing data from the above-mentioned resources.

Each map will consist of the following:

- An analysis of available data sources synthesized into up-to-date layers specific to the City.
- Hazard layers overlaid onto the City’s parcel, roads, hydrology, and topography data as appropriate.

3.4 Finalization of Maps

Two (2) internal meetings will be held for draft maps and revisions.
Professional-quality prepared exhibits in ArcGIS displaying data in letter-size PDFs for inclusion in Update, reports and website. City will prepare large poster-style maps for public workshops.

**TASK 3 DELIVERABLES – RECOMMENDED MAPS & EXHIBITS**

<table>
<thead>
<tr>
<th>Task</th>
<th>Deliverable</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td><strong>Seismic Hazard Zones &amp; Geologic Stability</strong></td>
</tr>
<tr>
<td></td>
<td>The City’s Hazard and Risk Assessment identifies the entire City as acres classified as “landslide area.” This analysis will incorporate existing data to create a map of relative geologic stability and potential landslide activity. Data will be incorporated from the DOC, combined with City-provided data for parcels, hydrology, and streets to identify areas of within the City boundary that may be hazardous during or after seismic activity. Assuming data is available, all parts of the City will be qualitatively ranked based on the relative level of danger arising from this type of event. This map will also assimilate the locations of critical buildings and compare to particular hazard zones based on the City’s LHMP and CPM analysis.</td>
</tr>
<tr>
<td>3.1 – 3.3</td>
<td><strong>Flooding Hazards, Water Storage Facilities &amp; Controls</strong></td>
</tr>
<tr>
<td></td>
<td>Existing flood hazard data from the City’s LHMP, Public Utilities Department, and other relevant sources will be assimilated into a comprehensive map identifying areas of flood risk. Risk areas will then be ranked according to relative danger during and/or after storm events and</td>
</tr>
</tbody>
</table>
seismic activity.

**Fire Hazards & Service**

Of the City’s acres, ALL are located in an area considered very high threat. Using existing available data, Consultant will prepare a fire hazard and service map that identifies these areas in reference to City buildings, structures, and other desired features. In addition, and depending on desired level of detail, Consultant will coordinate service and station locations with the local Fire Department (assuming availability of data) and identify response time to these areas of concern.

**Emergency Preparedness and Disaster Planning**

Through consultation with the City’s LHMP and those who prepared this document, CMP will prepare a map of emergency procedures, gathering points, distribution centers, and emergency facilities. This task could result in one comprehensive map, or several maps specific to different types of hazards.

**Transportation Route Impacts Emergency Evacuation Plan**

In conjunction with the previous map and existing analysis of infrastructure, Consultant will prepare an exhibit of evacuation routes either out of the City, or to particular safe locations. This information will be based on the City’s LHMP.
3.4 Meetings for Draft Maps and Revisions

Two (2) internal review meetings with Consultant Project Manager, GIS specialist and City staff to review draft maps. Revision of map(s) to be completed based on City comments.

Additional Analyses

1. Orthophotography update

The Consultant will update to the City’s orthophotography.

2. Additional Mapping Exhibits

The Consultant will review additional mapping tasks that may be desired in the Safety Element update, including:

- Public Utilities (Gas, Electric, Potable Water Supply / Conveyance)
- Crime and Police Services
- Electromagnetic Fields (EMF)
- Hazardous Waste
- Land Use Impact Identification

3. Cross-Reference Mapping Results with Current City GIS Databases

Consultant will incorporate the compiled assessment into the City’s current GIS database. This information will be attached to parcels, roads, and other features in the City, which would inform staff, developers, and the public of hazard potential, thereby facilitating better decision-making.
TASK 4: COMMUNITY OUTREACH AND ENGAGEMENT

Task 4.1 Community-Input Meetings

Community outreach will be conducted in multiple modes and forums to engage as many interested community members as possible in the development of the Draft Safety Element Update.

- Conduct two community-based meetings following the procedures outlined in the Community Outreach Plan (Task 1.5). The meetings will introduce the planning project to the public, define project parameters, and solicit opinions from the Community to help shape the development of the Safety Element Update Plan.
- Other Community Outreach will be done through “Engagement through Technology” and a “Kick-Off Meeting” as discussed in the Public Participation section. Notices of meetings and an update of the planning process will be provided through the City website.
- The meetings’ format will be determined during the development of the Community Outreach Plan (Task 1.5). It is expected that meetings will include open house-style community meetings, and possibly small-group charrettes. All meetings will be open to the public, without restriction.
- Each of the meetings will culminate in the participants completing a one-page evaluation form that provides them the opportunity to provide feedback on the meeting, as well as any additional ideas or thoughts about safety hazards.

Task 4.2 Safety Element Advisory Committee Meeting

Discussion, review of updated information, gather remarks and incorporate into plan.
Task 4.3  Planning Commission and City Council Presentations

Brief elected officials at one Planning Commission meeting and one City Council meeting of the study purpose and preliminary findings. Solicit input from elected officials throughout planning process.

TASK 4: DELIVERABLES

<table>
<thead>
<tr>
<th>Task</th>
<th>Deliverable</th>
</tr>
</thead>
<tbody>
<tr>
<td>4.1</td>
<td>Presentation at City Council Mtg. of updates and draft</td>
</tr>
<tr>
<td>4.2</td>
<td>Notes from SEAC Mtg. – Gather and incorporate</td>
</tr>
<tr>
<td>4.3</td>
<td>Provide status presentation and collect comments and requests; incorporate as applicable.</td>
</tr>
</tbody>
</table>

TASK 5: DEVELOP SAFETY ELEMENT UPDATE

To assist with SB 379 compliance, it is anticipated that the General Plan Safety Element will require minor updates to include language about integration with the LHMP (ensures compliance with AB 2140), updates to relevant goals and policies addressing climate adaptation and other pertinent issues identified in the planning process that require being addressed at a policy level.

5.1 Goals, Policies, and Implementation Actions

Certain human activities and natural conditions discussed in the Safety Element create hazards in Rolling Hills. These hazards in turn pose risks to individuals and properties that affect how property is developed and used. Risk from such hazards can be reduced
or avoided by recognizing the hazards and adopting and implementing land use and emergency response policies that provide the degree of protection the community desires. This process will include preparation of capabilities assessment that identifies the existing plans, policies, resources, studies, etc., that contribute toward the City mitigation activities. This is an important component of the planning process, as it allows the community to adopt the mitigation activities they are currently performing. In addition, the assessment will identify the personnel within the jurisdictions who are performing mitigation-related duties.

5.2 Strategies and Actions Development

Review the existing mitigation actions from the previous Safety Element, the current LHMP, and work with staff to identify the status of these activities and any progress made since preparation of the last plan. This effort will result in a comprehensive update to the Mitigation Actions Table, identifying existing relevant and new actions that will contribute toward the mitigation goals identified.

5.3 Goals and Policies Action Matrix Development

List the Goals that will be addressed through the Safety Element and the respective policies to address said goals.

5.4 Implementation Actions Table

Complete a table that lists the implementation actions that are needed to address the goals and policies.

TASK 5: DELIVERABLES
<table>
<thead>
<tr>
<th>Task</th>
<th>Deliverable</th>
</tr>
</thead>
<tbody>
<tr>
<td>5.1</td>
<td>Goals, Policies, and Implementation Actions</td>
</tr>
<tr>
<td>5.2</td>
<td>Development of Strategies</td>
</tr>
<tr>
<td>5.3</td>
<td>Development of Goals and Policies Matrix</td>
</tr>
<tr>
<td>5.4</td>
<td>Development of Implementation Actions Table</td>
</tr>
</tbody>
</table>

6. PLAN MAINTENANCE AND IMPLEMENTATION

Prepare an implementation and monitoring workbook, which City staff can use over the five-year plan period to track and monitor efforts and collect data and information necessary to update the plan during the next update cycle. This workbook is intended to assist City staff by providing a document that is portable and provides guidance if specific events occur or opportunities for mitigation activities present themselves.

6.1 Schedule of Monitoring, Evaluating, and Updating the plan

The methods and schedule for monitoring, evaluation, and updating of the plan.

6.2 Incorporating Safety Element Goals and Policies

Safety Plan Elements will be incorporated into other planning mechanisms, as well as how the public will continue to remain involved throughout the future planning process.

TASK 6: DELIVERABLES

<table>
<thead>
<tr>
<th>Task</th>
<th>Deliverable</th>
</tr>
</thead>
<tbody>
<tr>
<td>6.1</td>
<td>Schedule for monitoring and evaluation of Plan update.</td>
</tr>
<tr>
<td>6.2</td>
<td>Incorporation Plan of Safety Element Goals and Policies.</td>
</tr>
</tbody>
</table>
7. PLAN DRAFTING AND ADOPTION

Based on the existing conditions report, other data researched, and the community input from Workshop, a Safety Element Update will be developed to include the Goals, Policies, and Implementation Plan. The Safety Element Update will also include plans, maps, sketches, and photos.

7.1 Draft Safety Element

Develop the draft Safety Element Update for public distribution. This document will be a compilation of all of the research, community outreach, mapping, and feedback from the Safety Element team. The document will follow a format that meets Cal OES-review and FEMA-approval requirements and guidance. A key aspect of this plan will be the creation of an Executive Summary, that can be used by the public, City staff, and elected officials, to understand briefly the issues and potential actions to be undertaken during the five-year implementation period. Upon completion of this document, it will be distributed to the Safety Element team for review and comment. It is expected that City staff will provide one consolidated set of comments on this document prior to completion of the public review draft version that will be distributed for review.

7.2 AB 2140 Assistance

AB 2140 Compliance will be conducted once the Safety Element is approved by FEMA. This compliance will be in conformance with Cal OES policy. This compliance typically requires the inclusion of specific statements in the Safety Element (identifying integration of the LHMP and Element) and adoption by resolution by the City Council.
7.3 Submit Draft Safety Element to Cal OES and FEMA

Submit draft to Cal OES for review and input and FEMA for input and approval; incorporate any comments and any other steps needed for approval. Upon completion of the public review period, CPM will make requested revisions and address public comments. Once these revisions are completed, the final draft will be sent to Cal OES for review and to FEMA for approval. Upon receipt of comments from Cal OES and FEMA, the Consultant will address these comments and make necessary revisions to ensure FEMA approval.

7.4 Safety Element Adoption

The Consultant will support the City staff regarding presentation and documentation needed to approve the Safety Element upon completion of the FEMA-approval process. This task assumes attendance at the City public hearing and preparation of a presentation in support of adoption.

TASK 7: DELIVERABLES

<table>
<thead>
<tr>
<th>Task</th>
<th>Deliverable</th>
</tr>
</thead>
<tbody>
<tr>
<td>7.1</td>
<td>Draft Plan, circulation list, feedback summary</td>
</tr>
<tr>
<td>7.2</td>
<td>AB2140 Compliance</td>
</tr>
<tr>
<td>7.3</td>
<td>Approval from CalOES/FEMA of Draft Safety Element Plan</td>
</tr>
<tr>
<td>7.4</td>
<td>Safety Element Adoption</td>
</tr>
</tbody>
</table>
TASK 8 GRANT MANAGEMENT

Task 8.1 Invoicing
Develop and submit complete invoice packages to Cal OES based on SOW completion, on a quarterly basis.

Task 8.2 – Quarterly Reporting
Develop and submit quarterly reports to Cal OES staff providing a summary of project progress and expenditures.

Task 8.3 – Grant Close-out
Develop and submit a final close-out report to CalOES staff as required by the contract.

TASK 8: DELIVERABLES

<table>
<thead>
<tr>
<th>Task</th>
<th>Deliverable</th>
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</thead>
<tbody>
<tr>
<td>8.1</td>
<td>Invoice packages</td>
</tr>
<tr>
<td>8.2</td>
<td>Quarterly reports</td>
</tr>
<tr>
<td>8.3</td>
<td>Final grant close-out report</td>
</tr>
<tr>
<td>Tasks</td>
<td>Responsible Party</td>
</tr>
<tr>
<td>-------</td>
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</tr>
<tr>
<td>1. RFP for Consultant to conduct the Safety Element Update (SEU)</td>
<td>City Staff</td>
</tr>
<tr>
<td>2. Contract with Certified Emergency Management Consultant</td>
<td>City Staff/ Council/Consultant</td>
</tr>
<tr>
<td>3. Kick-Off Meeting with City staff to review tasks and develop schedule</td>
<td>Consultant and City Staff</td>
</tr>
<tr>
<td>4. Conduct research and prepare updated maps and recommendations</td>
<td>Consultant</td>
</tr>
<tr>
<td>5. After review of existing documents, present to staff. Review the SOW to include any additional items</td>
<td>Consultant</td>
</tr>
<tr>
<td>6. Initiate outreach design meetings with the public to review past and present safety elements</td>
<td>Consultant/ City Staff</td>
</tr>
<tr>
<td>7. Review of Hazard information for mapping</td>
<td>Consultant</td>
</tr>
<tr>
<td>8. Preparation of maps</td>
<td>Consultant</td>
</tr>
<tr>
<td>9. Draft Safety Element Plan to include the Goals, Policies, and Implementation Plan</td>
<td>Consultant</td>
</tr>
<tr>
<td>10. Community Workshop</td>
<td>Consultant/ City Staff</td>
</tr>
<tr>
<td>11. Plan Drafting and Adoption – AB 2140 Assistance</td>
<td>Consultant/ City Staff</td>
</tr>
<tr>
<td>12. Submit Draft Safety Element Update to Cal OES for Review and FEMA for Approval</td>
<td>Consultant/ City Staff</td>
</tr>
<tr>
<td>13. Safety Element Update Final Adoption</td>
<td>City Staff/ City Council</td>
</tr>
</tbody>
</table>
CITY OF ROLLING HILLS
PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT made and entered into this _____day of ________ 2020 between the City of Rolling Hills, a municipal corporation, hereinafter referred to as "CITY" and _____________ with principal offices at __________________-, hereinafter referred to as "CONSULTANT."

1. RECITALS:
   A. The CITY desires to contract the CONSULTANT for ____________________________
   B. CONSULTANT is well qualified by reason of education and experience to perform such services; and
   C. CONSULTANT is willing to render such __________ services as hereinafter defined.

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

2. SCOPE OF WORK

   CONSULTANT shall perform all work necessary to complete in a manner satisfactory to CITY the services set forth in the specifications and the scope of work described in the Proposal for ____________ Services, attached herein as Exhibit A (hereinafter referred to as “SERVICES”).

3. COST

   The CITY agrees to pay CONSULTANT for all the work or any part of the work performed under this AGREEMENT at the rates and in the manner established in the attached Scope of Work, attached herein as Exhibit A.

   Total contract shall not exceed the sum of _______________ during the term of the AGREEMENT. This fee includes all expenses, consisting of all local travel, attendance at meetings, printing and submission of grants, which are accrued during that period. It also includes any escalation or inflation factors anticipated.

   Any increase in contract amount or scope shall be approved by expressed written amendment executed by the CITY and CONSULTANT.
4. **METHOD OF PAYMENT**

   CONSULTANT shall be reimbursed within 30 (thirty) days of submitting an invoice to City for the SERVICES. CONSULTANT shall submit an invoice for the SERVICES within 10 (ten) days of completing each task or portion thereof identified in Exhibit A to this AGREEMENT. CONSULTANT shall submit invoices electronically to the City Manager of the CITY and shall also provide a courtesy copy by U.S. Mail addressed to the City Manager of the CITY.

5. **SUBCONTRACTING**

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

6. **COMMENCEMENT OF WORK**

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

7. **PERFORMANCE TO SATISFACTION OF CITY**

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

8. **COMPLIANCE WITH LAW**

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

9. **ACCOUNTING RECORDS**

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

10. **OWNERSHIP OF DATA**

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

11. **TERM OF CONTRACT**

    This contract shall be valid for ______________ from execution of this AGREEMENT.
12. **TERMINATION**

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

13. **ASSIGNABILITY**

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

14. **AMENDMENT**

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

15. **NON-SOLICITATION CLAUSE**

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

16. **INDEMNITY**

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

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

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

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

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

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

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

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

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

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

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

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

18. ENFORCEMENT OF AGREEMENT

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

19. CONFLICTS OF INTEREST

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

20. INDEPENDENT CONTRACTOR

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

21. ENTIRE AGREEMENT OF THE PARTIES

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

22. NOTICES.

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

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

CONSULTANT: __________________________

23. GOVERNING LAW

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

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

CITY OF ROLLING HILLS CONSULTANT

CITY MANAGER

ELAINE JENG, PE __________________________  __________________________

DATE:_____________ DATE:_____________

ATTEST:

______________________________

CITY CLERK

APPROVED AS TO FORM:

MICHAEL JENKINS, CITY ATTORNEY