

RESOLUTION R19-30

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALOS VERDES ESTATES, CALIFORNIA ADJUSTING THE FY 2019-20 BUDGET TO APPROPRIATE FUNDS FOR THE PALOS VERDES UNIFIED SCHOOL DISTRICT'S SCHOOL RESOURCE OFFICER PROGRAM

THE CITY COUNCIL OF THE CITY OF PALOS VERDES ESTATES, CALIFORNIA DOES RESOLVE AS FOLLOWS:

To authorize the adjustment of the FY 2019-20 Budget as follows:

BUDGET ADJUSTMENT # 4

<u>Fund</u>	<u>Dept.</u>	<u>Object</u>	<u>Description</u>	<u>Amount</u>
01	2000	62294	City Manager Department – Community Support	\$30,000

The City Clerk shall certify to the passage and adoption of Resolution R19-30.

PASSED, APPROVED AND ADOPTED on this 22nd day of October 2019.


KENNETH J. KAO, Mayor

ATTEST:


City Clerk

KARINA A. BANIAVER, ASSISTANT TO THE CITY MANAGER

APPROVED AS TO FORM:


CHRISTI HOGIN, City Attorney

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS:
CITY OF PALOS VERDES ESTATES)

I, Lauren Pettit, City Clerk for the City of Palos Verdes Estates, California, do hereby certify that the foregoing Resolution **R19-30** was duly and regularly approved and adopted by the City Council of the City of Palos Verdes Estates at its regular meeting of the City Council on the 24th day of September, 2019, by the following vote:

AYES: COUNCILMEMBERS: Kao, McGowan, Lozzi

NOES: COUNCILMEMBERS: Kemps

ABSENT: COUNCILMEMBERS: Davidson

RECUSED: COUNCILMEMBER: None



Lauren Pettit, City Clerk

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE PALOS VERDES PENINSULA UNIFIED SCHOOL DISTRICT AND THE CITY OF
RANCHO PALOS VERDES, THE CITY OF ROLLING HILLS ESTATES, THE CITY OF
PALOS VERDES ESTATES, AND THE CITY OF ROLLING HILLS
FOR SCHOOL SECURITY OFFICERS**

This Memorandum of Understanding ("MOU"), is effective as of _____ 2019 ("Effective Date") and is between the PALOS VERDES PENINSULA UNIFIED SCHOOL DISTRICT ("District"), on the one hand, and the CITY OF RANCHO PALOS VERDES ("Rancho Palos Verdes"), a California municipal corporation, the CITY OF ROLLING HILLS ESTATES ("Rolling Hills Estates"), a California municipal corporation, the CITY OF PALOS VERDES ESTATES ("Palos Verdes Estates"), a California municipal corporation, and the CITY OF ROLLING HILLS ("Rolling Hills"), a California municipal corporation, on the other hand. (These entities may be referred to collectively or individually as "Parties" or "Party").

RECITALS

A. It is the mission of the District to provide a safe, secure, and orderly learning environment for all students within the District by protecting life and property; and

B. To fulfill its mission, the District desires to hire security officers to provide education, training, and intervention services at the school campuses on the Palos Verdes Peninsula, including at Palos Verdes Peninsula High School, Palos Verdes High School, and Rancho Del Mar High School ("District Sites"). The District has requested financial contribution from Rancho Palos Verdes, Rolling Hills Estates, Palos Verdes Estates, and Rolling Hills (individually or collectively, "City" or "Cities") to hire such security officers; and

C. The Cities are willing to contribute general municipal funds towards hiring and maintaining one of the two security officers who will serve at District Sites for the purpose of increasing public safety; and

D. The purpose of this MOU is to set forth the terms and conditions of the collaboration between the District and the Cities.

NOW, THEREFORE, in consideration of the mutual benefits to be derived by the Parties, and of the promises contained in this MOU, the Parties agree as follows:

Section 1. Recitals. The recitals set forth above are incorporated into this MOU.

Section 2. Term. This MOU shall remain in effect for one year from the Effective Date.

Section 3. District Obligations.

- a. Employ the Security Officers. The District agrees to be financially responsible for all costs associated with hiring two security officers for the purposes of enforcing school regulations and protecting school property and persons thereon ("Security Officers"). The District shall provide training and incur all training costs for the Security Officers. The primary locations of these Security Officers will be the District Sites at Palos Verdes Peninsula High School, Palos Verdes High School, and Rancho Del Mar High School. Secondary locations will include the elementary and middle school sites identified in Exhibit A, attached hereto and incorporated herein by reference. The Security Officers shall cooperate with police responding to or investigating crimes or potential criminal activity occurring on District Sites.
- b. Invoice. The District will invoice the Cities on a quarterly basis for their pro-rata share of the cost of one Security Officer based on the cost allocation formula set forth in Exhibit BA, which is attached hereto and incorporated herein by reference. The District will collect and deposit funds from Cities in a separate account dedicated to this MOU ("Security Officer Account") and distribute funds in accordance with this MOU.
- c. Cooperation. The Security Officers shall work at the District Sites for the purpose of protecting school property and persons thereon. The Security Officers' work hours shall generally coincide with school operation hours but can be adjusted by the District as reasonably necessary. The Security Officers shall act under the control and supervision of the District's Superintendent or designee. The Security Officers shall work in cooperation with the District's Superintendent, District Site principals, faculty, and staff to establish duties, responsibilities, and priorities.
- d. Communication. The Security Officers shall remain in contact, either by radio, pager, telephone, or cellular telephone, with the District Superintendent and District Site principals. In the event of a school emergency, the Security Officers shall immediately contact 9-1-1 emergency services, and, as circumstances permit, shall notify the District Superintendent and District Site principals.
- e. Implementation of Security Officer Services. The District is solely responsible for the implementation of Security Officer services and may amend the contracted work with the Security Officers so long as the total cost to the Cities does not exceed \$150,000 during any 12-month period, unless the District notifies the Cities of the proposed changes and obtains written approval of all Cities for an increase in contributions. The District has contracted for the Security Officer services with Allied Universal by way of an agreement dated August 24, 2019, which agreement is attached hereto for information and reference purposes only as Exhibit C.
- f. Updates to the Cities. The District shall provide updates regarding the names of the Security Officers and the duties, responsibilities, priorities, and monthly costs

of the Security Officers to the Cities on a monthly basis pursuant to Section 8(a) of this MOU.

- g. Supplies. The District shall supply office space, furniture, telephone, facsimile, office supplies, and other assistance necessary for the Security Officers to perform their duties under this MOU. The District will supply office sites at the District Sites.
- h. Termination. The District shall provide an accounting upon termination of this MOU and to return any unused portion of all funds deposited with the District in accordance with the cost allocation formula set forth in Exhibit B. In the event of a shortfall, the District will invoice the Cities in accordance with the same formula.
- i. Records. The District will provide the Cities within five business days of a request with all requested information regarding the Security Officer Account to assure proper accounting for all funds provided and expended under this MOU.

Section 4. Cities' Obligations. The Cities will contribute to one-half the total cost of the Security Officers subject to a \$150,000 annual limit in accordance with the cost allocation formula in Exhibit B. Any cost above \$150,000 for the Security Officers' services during the year term shall be paid by the District. Payment by Cities shall be made within thirty (30) days of receipt of a quarterly invoice from the District.

Section 5. Insurance. The Parties are insured by virtue of their membership in pooled insurance authorities for purposes of Professional Liability, General Liability, and Worker's Compensation. The Parties warrant that through their programs of insurance, they have adequate Professional Liability, General Liability and Workers' Compensation to provide coverage for liabilities arising out of the Parties' performance of this MOU.

Section 6. Indemnification. The District shall indemnify, hold harmless, and defend each City, its officers, and its employees from any and all claims, demands, or liability arising from the District's provision of Security Officers pursuant to this MOU. This indemnity obligation will exclude such loss or damage which is determined to be caused by the sole negligence of a City. The provisions of this Section will survive the expiration or termination of this MOU.

Section 7. Termination and Default.

- a. Termination. This MOU may be terminated upon the express written agreement of all Parties. If this MOU is terminated, then all Parties must agree on the equitable redistribution of remaining funds deposited, if there are any, or payment of invoices due at the time of termination.

- b. Default.

- i. Each Party shall have a reasonable opportunity to assert matters which it believes have not been undertaken in accordance with the MOU, to explain the basis for such assertion, and to receive from the other Party(ies) a justification of its position on such matters. If any Party concludes that another Party has not complied in good faith with the terms of the MOU, then such Party may issue a written notice of non-compliance ("Notice") specifying the grounds therefor and all facts demonstrating such non-compliance.
- ii. The Party receiving a Notice may contest the allegation of non-compliance, or shall proceed to cure the non-compliance within 30 days, or within a reasonable time to cure such non-compliance. If the Notice is contested, the Parties shall seek to arrive at a mutually acceptable resolution of the matter(s) occasioning the Notice. If the non-compliance is not cured, or the Parties cannot reach a mutually acceptable resolution within 60 days of the Notice, the non-delinquent Parties will determine the next course of action, which may include the termination of the delinquent Party's participation in the MOU.
- iii. A Party whose participation in this MOU has been terminated by the non-delinquent Parties shall receive written notice of such termination. The terminated Party shall be responsible for all financial obligations for the remainder of the term of the Agreement.

Section 8. General Provisions

- a. Notices. Any notices, bills, invoices, or reports relating to this MOU, and any request, demand, statement, or other communication required or permitted hereunder shall be in writing and shall be delivered to the representatives of the Parties at the addresses set forth in Exhibit B attached hereto and incorporated herein by reference. The Parties shall promptly notify each other of any change of contact information, including personnel changes. Written notice shall include notice delivered via fax. A notice shall be deemed to have been received on (a) the date of delivery, if delivered by hand during regular business hours, or by confirmed facsimile; (b) on the third (3rd) business day following mailing by registered or certified mail (return receipt requested) to the addresses set forth in Exhibit B.
- b. Administration. For the purposes of this MOU, the Parties hereby designate respective Party representatives in Exhibit D. The designated Party representatives, or their respective designees, shall administer the terms and conditions of this MOU on behalf of their respective Party. Each of the persons signing below on behalf of a Party represents and warrants that he or she is authorized to sign this MOU on behalf of such Party.

- c. Relationship of the Parties. The Parties are, and shall at all times remain as to each other, wholly independent entities. No Party to this MOU shall have power to incur any debt, obligation, or liability on behalf of any other Party unless expressly provided to the contrary by this MOU. No employee, agent, or officer of a Party shall be deemed for any purpose whatsoever to be an agent, employee, or officer of another Party.
- d. Binding Effect. This MOU shall be binding upon, and shall be to the benefit of the respective successors, heirs, and assigns of each Party; provided, however, no Party may assign its respective rights or obligations under this MOU without prior written consent of the other Parties.
- e. Amendment. The terms and provisions of this MOU may not be amended, modified, or waived, except by an instrument in writing signed by all non-delinquent Parties. For purposes of this subsection, a Party shall be considered delinquent if that Party fails to timely pay an invoice as required by Section 4 or defaults pursuant to Section 7(c)..
- f. Law to Govern. This MOU is governed by, interpreted under, and construed and enforced in accordance with the laws of the State of California.
- g. Severability. If any provision of this MOU shall be determined by any court to be invalid, illegal, or unenforceable to any extent, then the remainder of this MOU shall not be affected, and this MOU shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in this MOU.
- h. Entire Agreement. This MOU constitutes the entire agreement of the Parties with respect to the subject matter hereof.
- i. Waiver. Waiver by any Party to this MOU of any term, condition, or covenant of this MOU shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party to any breach of the provisions of this MOU shall not constitute a waiver of any other provision, nor a waiver of any subsequent breach or violation of any provision of this MOU.
- j. Counterparts. This MOU may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute one and the same instrument, provided, however, that such counterparts shall have been delivered to all Parties to this MOU.
- k. All Parties have been represented by counsel in the preparation and negotiation of this MOU. Accordingly, this MOU shall be construed according to its fair language. Any ambiguities shall be resolved in a collaborative manner by the Parties and shall be rectified by amending this MOU as described in Section 8(e).

IN WITNESS WHEREOF, the Parties hereto have caused this MOU to be executed by their duly authorized representatives and affixed as of the date of signature of the Parties:

[SIGNATURE PAGES FOLLOW]

PALOS VERDES PENINSULA UNIFIED SCHOOL DISTRICT

By: 
Alex Cherniss, Superintendent

Date: 12/3/19

ATTEST:

By: 

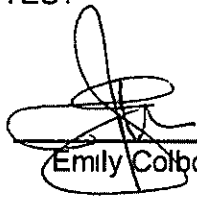
APPROVED AS TO FORM:

By: _____

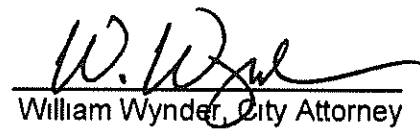
CITY OF RANCHO PALOS VERDES

By  Date 10/15/19
Jerry Duhovic, Mayor

ATTEST

By 
Emily Colborn, City Clerk

APPROVED AS TO FORM

By 
William Wynder, City Attorney

CITY OF ROLLING HILLS ESTATES

By: Judy Mitchell
Judy Mitchell, Mayor

Date: October 22, 2019

ATTEST:

By: Heidi Luce
Heidi Luce, City Clerk

APPROVED AS TO FORM:


By: Donald M. Davis
Donald Davis, City Attorney

CITY OF PALOS VERDES ESTATES

By: 
Kenneth Kao, Mayor

Date: 10.22.19

ATTEST:

By:  **FP**
Lauren Pettit, City Clerk

APPROVED AS TO FORM:

By: 
Christi Hogin, City Attorney

CITY OF ROLLING HILLS


By: 
Leah Mirsch, Mayor

Date: 11-14-19

ATTEST:

By: 
City Clerk

APPROVED AS TO FORM:

By: 
Michael Jenkins, City Attorney

**EXHIBIT A
SECONDARY SCHOOL LOCATIONS**

**PVPUSD Student Locations
Sept. 30, 2019**

Cornerstone @ Pedregal Elementary School

6069 Groveoak Place
Rancho Palos Verdes, CA 90275-2261
(310) 378-0324 | FAX: (310) 378-1484

Dapplegray Elementary School

3011 Palos Verdes Drive North
Rolling Hills Estates, CA 90274-7303
(310) 541-3706 | FAX: (310) 541-8265

Lunada Bay Elementary School

520 Paseo Lunado
Palos Verdes Estates, CA 90274-4377
(310) 377-3005 | FAX: (310) 544-1265

Mira Catalina Elementary School

30511 Lucania Drive
Rancho Palos Verdes CA 90275-6272
(310) 377-6731 | FAX: (310) 541-4220

Montemalaga Elementary School

1121 Via Nogales
Palos Verdes Estates, CA 90274-1671
(310) 378-5228 | FAX: (310) 375-7484

Point Vicente Elementary School

30540 Rue de la Pierre
Rancho Palos Verdes, CA 90275-5364
(310) 377-6972 | FAX: (310) 377-7692

Rancho Vista Elementary School

4323 Palos Verdes Drive North
Rolling Hills Estates CA 90274-1576
(310) 378-8388 | FAX: (310) 378-4980

Silver Spur Elementary School

5500 Ironwood Street
Rancho Palos Verdes CA 90275-1739
(310) 378-5011 | FAX: (310) 378-7674

Soleado Elementary School

27800 Longhill Drive
Rancho Palos Verdes CA 90275-3909
(310) 377-6854 | FAX: (310) 544-0916

Vista Grande Elementary School

7032 Purpleridge Drive
Rancho Palos Verdes CA 90275-3059
(310) 377-6066 | FAX: (310) 541-4692

Miraleste Intermediate School

29323 Palos Verdes Drive East
Rancho Palos Verdes CA 90275-6470
(310) 732-0900 | FAX: (310) 521-8915

Palos Verdes Intermediate School

2161 Via Olivera
Palos Verdes Estates CA 90274-1983
(310) 544-4816 | FAX: (310) 265-5944

Ridgecrest Intermediate School

28915 Northbay Road
Rancho Palos Verdes CA 90275-4902
(310) 544-2747 | FAX: (310) 265-1716

Palos Verdes High School

600 Cloyd Road
Palos Verdes Estates CA 90274-1869
(310) 378-8471 | FAX: (310) 378-0311

Palos Verdes Peninsula High School

27118 Silver Spur Road
Rolling Hills Estates CA 90274-2300
(310) 377-4888 | FAX: (310) 544-4378

Rancho del Mar High School

38 Crest Road West
Rolling Hills CA 90274-5058
(310) 377-6691 FAX: (310) 544-5526

Miraleste Early Learning Academy

6245 Via Canada
Rancho Palos Verdes, CA 90275
(310) 732-0922 | FAX: (310) 732-5660

Valmonte Early Learning Academy

3801 Via La Selva
Palos Verdes Estates, CA 90274
(310) 791-5078 | FAX: (310) 378-1971

**EXHIBIT B
PARTIES' PROPORTIONAL JOINT RESPONSIBILITY
FOR SECURITY OFFICER**

Party	Student Enrollment	Portion of Cost	Resident Population	Portion of Cost	Blended Rate	Proportion of Cost using Blended Rate (not-to-exceed amount)
Palos Verdes Estates	20.00%	\$ 30,000	21.00%	\$ 31,500	20.00%	\$ 30,000
Rancho Palos Verdes	65.00%	\$ 97,500	64.00%	\$ 96,000	65.00%	\$ 97,500
Rolling Hills	1.00%	\$ 1,500	3.00%	\$ 4,500	2.00%	\$ 3,000
Rolling Hills Estates	14.00%	\$ 21,000	12.00%	\$ 18,000	13.00%	\$ 19,500
Total	100.00%	\$ 150,000	100.00%	\$ 150,000	100.00%	\$ 150,000

For purposes of clarity and avoidance of doubt, Palos Verdes Estates shall not be obligated to pay more than \$30,000 during the term of this Agreement; Rancho Palos Verdes shall not be obligated to pay more than \$97,500 during the term of this Agreement; Rolling Hills shall not be obligated to pay more than \$3,000 during the term of this Agreement; and Rolling Hills Estates shall not be obligated to pay more than \$19,500 during the term of this Agreement.

EXHIBIT C
DISTRICT'S SERVICE AGREEMENT WITH ALLIED UNIVERSAL

ALLIED UNIVERSAL

SECURITY PROFESSIONAL SERVICE AGREEMENT

FULL LEGAL NAME OF SECURITY PROVIDER ("Allied Universal"): Universal Protection Service, LP d/b/a Allied Universal Security Services, for itself and on behalf of its wholly-owned subsidiary, Universal Protection Service, LLC d/b/a Allied Universal Security Services, which may provide service hereunder within certain states

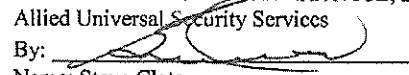
FULL LEGAL NAME OF CLIENT ("Client"): Palos Verdes Unified School District

By signing below by their duly authorized representatives, Client and Allied Universal agree to be legally bound to the Agreement, General Terms and Conditions and Exhibits attached hereto, which form a binding and enforceable part of this Agreement as of the day and year first written below ("Commencement Date").

CLIENT: Palos Verdes Unified School District

By: _____
Name: _____
Title: _____
Address for Notices: _____
Date: _____

UNIVERSAL PROTECTION SERVICE, LP d/b/a
Allied Universal Security Services

By: 
Name: Steve Claton
Title: Regional President
Address for Notices:
1551 N. Tustin Ave., Suite 650, Santa Ana, CA 92705
Date: 8/28/19

GENERAL TERMS AND CONDITIONS

The term of this Agreement shall be for a period of one (1) year beginning on _____, 20__ ("Commencement Date") ("Initial Term"). This Agreement will automatically continue thereafter on a month to month basis until terminated by either party on thirty (30) days' written notice to the other party. This Agreement may be terminated by either party for non-performance by the other party upon five (5) days written notice to the non-performing party. The non-performing party shall have the opportunity to cure the non-performance within that five-day period. Either party may terminate this Agreement for any reason upon thirty (30) days' written notice to the other party.

Allied Universal shall provide security professional services (the "Services") in the amount, for the times and at the location(s) set forth in Exhibit A. Client shall pay Allied Universal for the performance of the Services and any other products and/or services provided by Allied Universal hereunder at the rates ("Billing Rates") and other charges set forth in Exhibit B or otherwise payable hereunder without deduction or set-off. Client shall pay in full the amount of and will be deemed to accept all invoices submitted to Client within ten (10) days of the invoice date. The Billing Rates set forth in Exhibit B are valid for the first twelve (12) months of the initial term, thereafter they will be increased annually, effective as of the anniversary date of the Commencement Date, in an amount equal to the greater of (i) the percentage increase determined pursuant to subsection C.3. below and (ii) three percent (3%). Allied Universal will invoice Client on a weekly basis for all Services for the preceding weekly period (starting Friday and ending the following Thursday) and any other products and/or services provided by Allied Universal.

A. Scope of Services

1. Allied Universal agrees to provide the Services in a professional and diligent manner. Allied Universal does not warrant or guarantee that the Services constitute complete security at Client's location(s) so as to prevent any incident, loss, theft, damage or injury (including death). Client agrees that Allied Universal has not been engaged as a security consultant with respect to any location(s).
2. From time to time, Client may request a change in the Services. Such requested changes will be communicated in writing, will be effective only upon Allied Universal's written approval which Allied Universal will not unreasonably decline. However, in no event will a refusal by Allied Universal to approve requested changes constitute a breach of this Agreement or otherwise constitute cause for Client's termination of this Agreement. The parties acknowledge and agree that Exhibit A solely governs Allied Universal's duties at Client's location(s).
3. The purpose of any inspection at Client's location(s) by Allied Universal is solely to assist Client with its loss control program. The safe maintenance of Client's premises and operations and equipment on those premises and the avoidance of unsafe conditions and practices is the sole responsibility of Client.
4. Allied Universal and the Client agree that the School Resource Officer Guidelines listed in Exhibit C will be incorporated into the ongoing operation of this contracted work.

B. Independent Contractor / Personnel

1. Allied Universal is responsible for the hiring, training and supervision of all security professionals assigned by Allied Universal to Client's location(s). Should Client direct or supervise security officers or change the instructions or supervision given to the security professionals by Allied Universal, or including requiring Allied Universal personnel to use force, Client will be responsible for any damages, liabilities, claims or other consequences that may result.
2. In addition to the Services set forth in Exhibit A attached hereto, and in addition to any general or routine training provided by Allied Universal to its security professionals, Allied Universal shall provide each of its employees assigned to Client's location(s) with any additional training at the costs set forth in Exhibit B.

3. Security professionals assigned to Client's location(s) are employees of Allied Universal, which is acting as an independent contractor. Allied Universal will pay all compensation due and owing to its employees and all required payroll taxes and withholdings as required by City, County, State and/or Federal authorities.

4. Allied Universal is entitled to assign personnel to Client's location(s) in full compliance with applicable equal opportunity and civil rights law and other applicable employment laws. Upon reasonable written notice, Client shall have the right to request in writing that any of Allied Universal's employees whose performance it finds to be unacceptable be removed from its location(s); provided reasons for such request do not violate applicable law.

C. Billing

1. The Billing Rates do not include the direct bill items ("Direct Bill Item(s)") identified in Exhibit B, which shall be invoiced and paid by Client to Allied Universal in accordance with the payment terms herein. Notwithstanding anything contained herein to the contrary, Allied Universal may pass through any increase in any and all of the costs of any and all Direct Bill Items when incurred or accrued, and Client shall reimburse Allied Universal for such costs.

2. The parties agree any wage rates or wage estimates included in Exhibit B, any other addenda, any pricing sheet, RFP submission, and/or other document are for demonstration purposes only and will not have any impact on the Billing Rates or on the wages Allied Universal pays its employees.

3. In the event that Allied Universal experiences an increase in its costs resulting from any increase, whether or not anticipated, in or resulting from: (1) Federal, state or local taxes, levies, or required withholdings imposed or assessed on amounts payable to and/or by Allied Universal hereunder or by or in respect of Allied Universal to its personnel; (2) Federal, state or local minimum wage rates, mandated paid time off and/or sick leave, changes in overtime wage regulations, uniform maintenance expenses or other required employee allowances, licensing fees and/or requirements, or wage, medical, welfare and other benefit costs under collective bargaining agreements; (3) costs related to insurance and/or workers' compensation; and/or (4) costs related to medical and/or welfare benefits and other requirements, including without limitation costs incurred by Allied Universal pursuant to applicable federal, state and/or local law, including, without limitation "Healthcare Reform Legislation Costs" (as defined below), the Billing Rates shall be increased by a percentage equal to the percentage increase in Allied Universal's costs resulting from the items set forth in sub-clauses (1), (2), (3) and (4) of this paragraph. Allied Universal will provide Client notice of such change in the Billing Rates.

4. Notwithstanding anything contained in this Agreement to the contrary, Allied Universal may pass through the costs set forth in sub-clauses (1)-(4) of Section C(3) to Client as incurred or accrued and Client shall pay Allied Universal for such costs.

5. "Healthcare Reform Legislation Costs" means the costs and/or assessments incurred by Allied Universal in respect of employee medical and/or welfare benefits and other requirements under the Patient Protection and Affordable Care Act of 2010 and the related statutes and regulations.

6. Unless otherwise expressly stated herein, Allied Universal's fees and charges do not include any sales, use, excise or similar taxes, levies or duties ("Taxes"). Client is responsible for paying for all such Taxes in respect of Allied Universal's Services or in respect of amounts payable by Client hereunder. If Allied Universal has the legal obligation to pay or collect Taxes for which Client is responsible under this section, the appropriate amount shall be promptly paid by Client to Allied Universal unless Client provides Allied Universal with either a valid and current tax exemption certificate or direct pay certificate, authorized by the appropriate taxing authority.

7. Client agrees to pay Allied Universal one and one-half percent (1.5 %) per month interest or such maximum amount as permitted by law, whichever is less, on any invoice not paid within ten (10) days of invoice date. In the event that legal action is required to collect on any past-due invoiced amount owed to Allied Universal by Client under this Agreement, Client agrees to pay to Allied Universal the costs and attorneys' fees incurred by Allied Universal in such action.

D. Physical and Intellectual Property

1. Client recognizes and acknowledges that in performing its duties under this Agreement, Allied Universal may install and utilize proprietary software (hereinafter "Proprietary Software"), a valuable, special and unique asset of Allied Universal and/or third parties. This Proprietary Software is and will remain the sole and exclusive property of Allied Universal and/or those

2. Any property, equipment or supplies furnished by Allied Universal to its personnel in performance of the Services described in this Agreement shall remain the property of Allied Universal and shall be returned to Allied Universal promptly at the expiration or termination of this Agreement.

E. Insurance and Indemnification

1. Allied Universal shall maintain and provide, at its expense, appropriate Workers' Compensation coverage for its security professionals and personnel assigned to Client's location(s) at limits imposed by statute, including Employer Liability coverage, at no less than \$1,000,000.00 in coverage.

2. Allied Universal shall maintain for its own protection and benefit various other policies of insurance, including Commercial General Liability coverage, for its performance of security Services at Client's location(s), among others, at no less than \$2,000,000.00 per occurrence, \$5,000,000.00 in general aggregate (umbrella) coverage.

3. Allied Universal shall maintain Automobile Liability insurance to cover its employees' operation of Allied Universal's owned, leased and non-owned vehicles. However, to the extent that Client requires Allied Universal employees to drive Client's vehicles in performance of the Services described in this Agreement, Client agrees to carry Automobile Liability insurance for those vehicles with bodily injury and property damage limits of One Million Dollars (\$1,000,000.00). Such insurance will be primary for any loss or damage occurring for Client vehicles operated by Allied Universal employees in performance of the Services being provided under this Agreement, and under no circumstances shall Allied Universal indemnify or defend Client or Client's insurer for losses that occur or arise out of Allied Universal's operation of Client-owned vehicles.

4. Client agrees that Allied Universal is not an insurer of Client's operations, personnel or facilities. Except as provided elsewhere in this Agreement, Client assumes all risk of loss, physical damage and personal injury at its operations, to its personnel and/or facilities or any other property resulting from fire, theft or other casualty, and Client waives any right of recovery and its insurers' right of subrogation against Allied Universal for any loss or damage resulting from any such occurrence.

5. Allied Universal will protect, defend, hold harmless and indemnify Client, its directors, professionals and employees from and against all claims, actions, liabilities, damages, losses, costs and expenses (including reasonable attorney's fees) (the "Losses") directly resulting from the performance of the Services expressly required under this Agreement, provided such Losses (1) are caused solely by the ordinary or grossly negligent failure of Allied Universal to perform the Services required pursuant to this Agreement, or by other ordinary or grossly negligent actions or omissions in the performance of those same Services by Allied Universal, or through the willful misconduct or unlawful activity of Allied Universal; and (2) are not caused in any way through the negligence, willful misconduct or unlawful activity of Client or otherwise resulting from Allied Universal's compliance with specific direction from Client.

6. Notwithstanding anything contained in this Agreement to the contrary, should Allied Universal be found liable for any Losses hereunder for any reason, the sole and exclusive remedy of Client in any situation, whether in contract or tort, or otherwise, shall be limited to Client's actual and direct damages, and shall in no event exceed the lesser of: (i) the amounts invoiced over the previous twelve (12) month period and paid by Client to Allied Universal or (ii) Five Thousand Dollars (\$5,000), such amounts to be inclusive of any defense costs.

7. Client shall protect, defend, hold harmless and indemnify Allied Universal, its respective successors and assigns, and its directors, professionals and

employees from and against all Losses asserted against Allied Universal arising out of incidents or occurrences taking place or arising at Client's location provided that any such Losses: a) occur due to Allied Universal's compliance with Client's directions and requests (including but not limited to requests in Section B.5); and/or, b) are: (1) attributable to bodily injury, sickness, disease or death or to damage to tangible property; and, (2) are not caused in any way through the negligence, willful misconduct or unlawful activity of Allied Universal, or the failure of Allied Universal to perform the Services set forth in this Agreement.

8. Under no circumstances will Allied Universal be liable to Client, or any other person or entity, for consequential, incidental, indirect or punitive damages, or for lost profits.

9. Client shall give written notice to Allied Universal of any Losses or potential Losses of Client arising out of or relating to this Agreement within thirty (30) days following notification of the occurrence giving rise to such Losses or potential Losses. No action to recover any Loss of Client shall be instituted or maintained against Allied Universal by Client unless notice of such Loss shall have been given by Client to Allied Universal in the manner and form set forth herein. No action to recover for any Loss of Client shall be instituted or maintained by Client against Allied Universal unless instituted not later than twelve (12) months following notification of the occurrence giving rise to such Loss.

F. Compliance with Laws

1. Some or all of the physical security guard services identified in this Agreement could be designated as a Qualified Anti-terrorism Technology ("QATT") under the Support Anti-terrorism by Effective Technologies (SAFETY) Act of 2002, 6 U.S.C. §§ 441-444, as amended. Where this QATT has been deployed in defense against, response or recovery from an act of terrorism, as that latter term is defined under the SAFETY Act (as herein defined), Allied Universal and Client agree to waive all claims against each other, including their professionals, directors, agents or other representatives, arising out of the manufacture, sale, use or operation of the QATT, and further agree that each is responsible for losses, including business interruption losses, that it sustains, or for losses sustained by its own employees resulting from an activity arising out of such act of terrorism. This provision shall apply throughout the term of this Agreement, regardless of whether Allied Universal should cease to have SAFETY Act coverage for these Services for any reason.

2. Client shall, at its own cost and expense, comply in full with all applicable federal, state, and local statutes, laws, ordinances, rules regulations, orders, licenses, permits or fees ("Governmental Regulations") applicable to its operations and its performance under this Agreement, including without limitation, (i) environmental laws, (ii) laws relating to accessibility by and accommodation of handicapped persons, and (iii) laws relating to discrimination of any type of manner. Client shall notify Allied Universal in writing within forty-eight (48) hours of any inquiry, notice, subpoena, lawsuit, or other evidence of an investigation by any public agency or the commencement of any judicial or administrative litigation, or arbitration proceedings with respect to Allied Universal's operations at the property and/or performance under this Agreement. Should Allied Universal be issued a citation or other sanction because of conditions on the premises created by others, Client shall pay and will be responsible for the fine. The foregoing shall include, but not be limited to, all applicable health, safety, and labor standards.

3. Under no circumstances will Allied Universal indemnify Client for Workers' Compensation claims or for fulfilling independent statutory duties Client owes to third parties or its employees.

G. Miscellaneous

1. This Agreement represents the entire agreement and understanding of the parties concerning the subject matter herein and replaces any and all previous agreements, understandings, representations, discussions or offers. No modification to this Agreement shall be effective unless in writing and executed by both parties and delivered to each respective party hereto.

2. A written waiver by either party of any of the terms or conditions of this Agreement at any time shall not be deemed or construed to be a waiver of such term or condition for the future or of any subsequent breach of the Agreement. The failure to enforce a particular provision of this Agreement shall not constitute a waiver of such provision or otherwise prejudice Allied Universal's right to enforce such provision at a later time.

3. This Agreement is entered into solely for the mutual benefit of the parties hereto and no benefits, rights, duties or obligations are intended or created by this Agreement as to any third parties.

4. Each party further warrants and represents that this Agreement has been executed by a duly authorized individual.

5. This Agreement and all matters collateral hereto shall be governed by the laws of the state wherein the Services are to be provided without reference to its choice of law provisions.

6. If any of the terms or provisions of this Agreement are ruled to be invalid or inoperative, all the remaining terms and provisions shall remain in full force and effect.

7. This Agreement may be executed in one or more counterparts, each of which shall constitute one and the same Agreement. The parties agree that this Agreement will be considered signed when the signature of a party is delivered by facsimile transmission or delivered by scanned image (e.g. .pdf or .tiff file) as an attachment to email.

8. Allied Universal shall not be responsible for additional expenses and costs incurred by it or Client to provide Services pursuant to this Agreement as a result of unusual circumstances including, but not limited to, strikes, riots, revolutions, wars, military actions, fires, floods, droughts, natural disasters, pandemics, active shooter events, snow storms, blizzards or other inclement weather, accidents, insurrections, lockouts or other acts of God, perils of the sea, stoppage of labor, or other events considered as "Force Majeure", or by any other unavoidable cause beyond Allied Universal's reasonable control. All such additional expenses shall be the responsibility of Client as an additional charge invoiced and paid by Client as it is incurred, pursuant to the terms of the Billing section set forth above. Additionally, to the extent that Allied Universal is unable to perform, or is delayed in performing, the Services set forth in this Agreement, such nonperformance or delayed performance is not a breach of this Agreement nor cause for termination of this Agreement.

9. Either party may assign this Agreement to an affiliate meaning an entity controlling, controlled by or under common control with the party. Except as permitted in this section, Client may not assign, delegate or subcontract this Agreement without the prior written consent of Allied Universal. Notwithstanding the foregoing, in the event Client assigns this Agreement, it shall remain liable hereunder after such assignment.

10. Any notice required or permitted hereunder shall be in writing and shall be delivered either in person, by nationally recognized overnight delivery service or by certified or registered mail, postage prepaid, addressed to the parties at the address shown in the opening paragraph (or as may be directed by a party in the future by written notice).

11. In connection with the negotiation, execution and performance of this Agreement, each party acknowledges that it has been and will be provided with confidential business information of the other party ("Confidential Information"). Each party will exercise reasonable commercial efforts to protect and preserve the confidentiality of Confidential Information, including at a minimum those methods and procedures it uses to protect its own confidential information. A party shall not be required to preserve the confidentiality of Confidential Information to the extent it becomes public other than through the action of the party, or disclosure is required by law. If Allied Universal is required to disclose information belonging to Client, Client shall indemnify Allied Universal, its respective successors and assigns, and its directors, professionals, and employees from and against all Losses asserted against Allied Universal arising out of said disclosure.

12. The parties further acknowledge and agree that to the extent Allied Universal has assumed insurance, defense and indemnification obligations hereunder, such obligations shall not apply to any work performed by Allied Universal at the direction of Client, or work performed by Allied Universal that is not specifically set forth on Exhibit A. Notwithstanding anything to the contrary provided herein or in any other direction (oral or written), Allied Universal and Client agree that in no event shall Allied Universal employees be required to undertake any duty which could potentially expose themselves to unreasonable risk or harm. At all times, Client represents and warrants that the policies and requirements Allied Universal and its employees are requested and/or required to adhere to by Client are lawful.

13. For the avoidance of doubt, any duties contrary to and/or in excess of the Services, shall be agreed upon by the parties in writing. In the event that there are any post orders, directives, or other specification documents of any type ("Post Orders"), they shall not form any part of this Agreement, they are not incorporated into this Agreement and are not a novation or modification or expansion of the duties set forth in this Agreement. Further, if there is any conflict between the provisions of this Agreement and any other documents, this Agreement shall control. Under no circumstances shall the Post Orders expand the liabilities of the parties toward each other or any third party.

14. Allied Universal has not provided any advice or consultation services to Client regarding what may or may not be the proper levels of security staffing, or the methods of security provided by Allied Universal hereby. The duties and responsibilities of Allied Universal are specifically set forth herein. Client acknowledges that Client alone has chosen the number of security professionals and type of services, e.g., armed, unarmed, to be provided under the Agreement; that Allied Universal has informed Client that additional security professionals and/or services are available at an additional cost; and that Client has elected not to avail itself of additional security professionals or services at this time and unless mutually agreed upon in writing.

15. The following provisions shall survive expiration or termination of this Agreement for any reason: A.1; A.3; B.1; B.4; B.5; B.6; C;D; E; F and G.

EXHIBIT "A"

to Agreement Between

Allied Universal
And
Palos Verdes Unified School District

LOCATIONS FOR SECURITY SERVICES PROVIDED BY
Allied Universal
1515 W. 190th Street, Gardena, CA 90248
Tel: 310.594.3833 Fax: 310.817.4862

<u>Location</u>	<u>Specify for each location:</u> <u>Armed</u> <u>Unarmed</u>	<u>Schedule of Coverage</u>	<u>Hours</u>
1. Palos Verdes Peninsula High School	Armed	Monday – Friday 7:30 am – 4 pm	40
2. Palos Verdes High School	Armed	Monday – Friday 7:30 am – 4 pm	40
3. Various District sites	Armed	As Needed	AS Needed

Description of Services:

The Services Allied Universal will provide Client pursuant to this Agreement are:

- Security professional is to perform assigned duties of patrolling and observing the above location(s) as directed by Client.
- Any unusual incidents detected or reported will be reported to Client via the designated Client contact. An incident report will be filled out and a copy will be forwarded to Client. The Security professional creating the report will be available to explain the incident report during their shift.
- The Security professional will also report criminal activity and visible hazards observed while on post.

The location(s), day(s) and time(s) listed in this Exhibit A may not be altered by Client, unless mutually agreed upon in writing, and signed by the parties. The scope of services does not include any structures, parking lots, appurtenances, or nearby areas not specifically listed in herein.

Pricing

Position	HPW	Wage Rate	Bill Rate
Armed Security Professional	80	48.08	65.39
Holidays not worked			Included in bill rate
Holidays worked			Billed as incurred
Medical			Billed as incurred
Vacation			Billed as incurred
California Mandatory Sick Days			Billed as incurred
Vision			Billed as incurred
Dental			Billed as incurred
Vehicle Mileage			Billed as incurred
Allied Universal Cell Phone			\$85 each/month
ADDITIONAL COSTS:			
Weapon (unless provided by employee)			N/A
Ammunition			Billed as incurred
Less than lethal training			Billed as incurred
Vests			Billed as incurred
Duty Belt (required for less than lethal)			Billed as incurred
Taser			Billed as incurred

Estimated Annual Spend: \$272,017.41 (Does not included Billed as incurred items)

EXHIBIT "B"

to Agreement Between

Allied Universal
And
Palos Verdes Unified School District

BILLING RATES

The initial Billing Rates for services shall be as follows:

For Location 1:	Unarmed	Armed
Security Professional Regular Rate	\$ per hour	\$65.39 per hour
Security Professional Overtime* Rate	\$ per hour	\$98.08 per hour
Security Professional Holiday Rate	\$ per hour	\$98.08 per hour
Supervisor Regular Rate	\$ _____ per hour	\$ _____ per hour
Supervisor Overtime* Rate	\$ _____ per hour	\$ _____ per hour
Supervisor Holiday Rate	\$ _____ per hour	\$ _____ per hour

For Location 2:	Unarmed	Armed
Security Professional Regular Rate	\$ _____ per hour	\$ _____ per hour
Security Professional Overtime* Rate	\$ _____ per hour	\$ _____ per hour
Security Professional Holiday Rate	\$ _____ per hour	\$ _____ per hour
Supervisor Regular Rate	\$ _____ per hour	\$ _____ per hour
Supervisor Overtime* Rate	\$ _____ per hour	\$ _____ per hour
Supervisor Holiday Rate	\$ _____ per hour	\$ _____ per hour

Additional Notes:

- > Mutually agreed-upon merit increases will result in a Bill Rate Increase.

* *Requested Overtime:* With requests for a specific individual to work more than their Overtime Limit for any special reason, regardless of the notice provided and provided that the individual is able to accommodate, only the overtime impact for that individual will be billed. An individual's Overtime Limit may be a weekly (e.g. 40 hours) or daily limit (e.g. 8 hours) depending on the location. Example, in a location where 40 hours per week is the Overtime Limit: "We need Officer Smith to stay two extra hours at the end of his shift to help with a special project." The additional two hours will only be billed at the overtime rate if those hours exceed the Overtime Limit of 40 hours per week.

-
1. ADDITIONAL BILLING TERMS EXTRA SERVICE REQUESTS. Requests received with less than 5 business days' notice will be billed at the overtime rate. The billable overtime rates for such additional services will continue to apply until this Agreement is amended in writing to provide for the increase in base hours.
 2. The holiday billing rate shall be used for all work performed on New Year's Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, or as otherwise determined by mutual written agreement of the parties, or by applicable collective bargaining agreement.
 3. A labor strike or other emergency situation that creates a working environment for security professionals that is more hazardous than the normal condition under this contract will be cause to negotiate a temporary billing rate for modified services.
 4. Allied Universal shall be compensated for all time including preparation, travel to/from, and actual time spent in any court of law, judicial, quasi-judicial or other proceeding, mediation, deposition, arbitration to which Allied Universal is subpoenaed or agrees to appear, arising out of, or relating to, this Agreement at the rate of: \$125.00 per hour, for director or manager and \$65.00 per hour for all other employees in addition to reasonable costs and expenses incurred. This paragraph will survive the termination of this agreement.

EXHIBIT "C"

to Agreement Between

Allied Universal
And
Palos Verdes Unified School District

SCHOOL RESOURCE OFFICER GUIDELINES

Qualifications of Personnel – Physical Demands

1. Subduing violent or potentially violent individuals;
2. Work greater than 10-hour days and have the ability to work additional hours due to unexpected activity;
3. Work under occasional tension or pressure;
4. Work alone while armed;
5. Frequent and prolonged walking, standing, sitting, and stooping;
6. Use of handcuffs and nonlethal weapons;
7. Use of handgun, make shoot/no-shoot decisions with handgun, fire handgun;
8. Occasional running or sprinting;
9. Respond to life threatening or emergency situation;
10. Climb while in pursuit or in an emergency situation (stairs);
11. Pull oneself over an obstacle;
12. Lift/carry/drag/pull/push heavy objects;
13. Physically subdue or engage in confrontation;
14. Physically control crowds or by-standers;
15. Pursue suspects on foot and subdue combative person after running in pursuit.

Essential Functions

Essential job functions for armed security officers working under this contract:

1. Frequent and prolonged walking, standing, sitting, and stooping, up to 12 hours per day, either indoors or outdoors, during daytime or nighttime. Outdoor posts may require the individual to withstand extreme heat, humidity, cold, and/or severe weather (e.g., snow, sleet, rain, hail, wind) for up to four hours without shelter. Many posts have no chair/seating available; thus, the individual must be able to stand for up to four consecutive hours.
2. Frequent contact with students, faculty, law enforcement, and the general public, requiring the ability to speak clearly and distinctly and remain calm in stressful situations (e.g., confrontations with angry, distraught, disturbed, or violent persons).
3. Ability to remain on post up to four consecutive hours without eating, drinking, or relieving bladder/bowels.
4. Ability to maintain a high degree of alertness for up to 12 hours, with the ability to mentally and physically react quickly to a variety of unexpected and dangerous situations. Use of senses (sight, hearing, smell, touch) is necessary to discern unusual or dangerous situations.
5. Ability to use post security equipment (magnetometers, X-rays, CCTV); ability to use handcuffs, baton, chemical spray, Taser or similar devices, and firearm at any time while on duty.
6. Ability to read post assignments, write reports, and respond to both routine and emergency dispatches/orders.
7. Ability to subdue violent or potentially violent or disturbed individuals, or intervene in a crisis situation (e.g., provide emergency first aid/CPR/AED while waiting for arrival of emergency services personnel), and
8. Occasional running, sprinting, lifting heavy weights, moving heavy objects, climbing stairs (e.g., in responding to emergencies, ensuring timely and complete facility evacuations, giving pursuit, etc.).

Conduct of Armed Security Officers

The Contractor is responsible for ensuring that their employees conform to acceptable standards of conduct. The following actions, behaviors, or conditions are cause for immediate removal from performing on the contract:

1. Disturbing papers on desks, opening desk drawers or cabinets, or using District equipment (i.e. computers, telephones, etc.) except as authorized by this contract and the post orders.
2. Using electronic equipment such as cellular phones, computers, personal digital assistants, electronic games, audio or video equipment, televisions, etc., or using or possessing personal reading materials (newspapers,

- magazines, books), engaging in academic studies, or playing games (cards, puzzles, etc.) while on duty, except as required by Contractor policy or post orders, or when expressly permitted.
3. Falsification or unlawful concealment, removal, mutilation, or destruction of any official documents or records, or concealment of material facts by willful omissions from official documents or records.
 4. Immoral or disorderly conduct, use of abusive or offensive language, or quarreling.
 5. Intimidation by words or actions, or fighting. Participating in disruptive activities, which interfere with the normal and efficient operations of the District.
 6. Theft, vandalism, immoral conduct, or any criminal actions.
 7. Selling, consuming, or being under the influence of intoxicants, drugs, or substances, which produce similar effects; failure to pass drug screening test.
 8. Improper use of official authority or credentials.
 9. Violation of security procedures, Post Orders, memoranda, regulations, or other directives.
 10. Failure to cooperate with District officials or law enforcement authorities during an investigation.
 11. Failing to demonstrate courtesy and good manners toward students, faculty and staff, and the general public. Not displaying a respectful and helpful attitude in all endeavors.
 12. Unauthorized use of District property, inclusive of communication equipment, phones or radios, or vehicles.
 13. Conducting personal affairs while on duty, except while on an authorized break or meal period.
 14. Entertaining or socializing with students, faculty or staff, co-workers (except while on authorized breaks), visitors, friends and family members, or members of the public.
 15. Recommending an attorney or medical practitioner for any matter or incident involving actions occurring on District property, or granting special favors to any person including students, faculty and staff, family members or friends.
 16. Disclosing any official information or making any news or press releases.
 17. Engaging in audacious or demeaning discussions concerning District internal matters, policies, grievances, legal issues, or personalities; or financial, political, personal, or family matters with students, faculty and staff, family members, any known associate of the foregoing, or the public. This includes making any social media posts regarding these matters.
 18. Disclosure of any information, except to the District designated representative or Contractor, involving security assignment(s), equipment, practices, procedures, operations, or other security related issue. (Disclosure to any other person shall require the expressed approval of the District designated representative.)
 19. Neglecting duties by sleeping while on duty, failing to devote full time and attention to assigned duties, unreasonably delaying or failing to carry out assigned tasks, and refusing to render assistance or cooperate in upholding the integrity of campus security, or any other act that constitutes neglect of duties. Violating security procedures or regulations.

20. Post abandonment or desertion; not remaining on duty until properly relieved.
21. Receiving traffic violations, notices, tickets (unless favorably adjudicated) while on duty. Violating or permitting others to violate campus parking procedures or regulations.
22. Gambling or unlawfully wagering or promoting gambling.
23. Knowingly associating with persons known to be convicted felons or persons known to be connected with criminal activities. (This does not apply to immediate family members).
24. Accepting or soliciting gifts, favors, or anything of value in connection with official duties.
25. Displaying unethical or improper use of uniform, uniform badge and/or other identification for other than official business while on or off duty.
26. Knowingly giving false or misleading statements or concealing material facts in connection with reports, records, investigations, or other proceedings.
27. Knowingly making false statement(s) about students, faculty or staff, other Contractor employees/officials, or the general public.
28. Involvement in any form of discrimination, or sexual harassment against other person.
29. Failing or delaying (without justifiable cause) to carry out a proper order of a supervisor or other official having authority to give such orders.
30. Eating, smoking, drinking, or taking breaks in any location except those designated as authorized break and/or smoking areas as determined by the designated District representative.
31. Employment in any other position that would constitute a real or apparent conflict of interest.
32. Misuse of weapons, including carelessness with a weapon or drawing / brandishing a weapon without cause, or the carrying of any non-authorized weapons, as defined by federal, state, or local law in the jurisdiction where the violation occurs.

School Security Officer Equipment and Training

It is the responsibility of the contracted third party security company to ensure and provide the District with all proper and current certifications in the following areas:

1. School Security/Resource Officers Training
2. Firearms Qualifications and Training
3. Nonlethal Weapons and Training

**EXHIBIT D
PARTIES' REPRESENTATIVES**

1	CITY OF ROLLING HILLS Attn: Elaine Jeng, City Manager 2 Portuguese Bend Road Rolling Hills, CA 90274	Elaine Jeng E-mail: ejeng@cityofrh.net Phone: 310 377-1521 Fax: 310-377-7288
2	CITY OF PALOS VERDES ESTATES Attn:Carolynn Petru, Interim City Manager 340 Palos Verdes Drive West, Palos Verdes Estates, CA 90274	Carolynn Petru Email: citymanager@pvestates.org Phone: 310-378-0383 Fax: 310-378-7820
3	CITY OF ROLLING HILLS ESTATES Attn: Greg Grammer 4045 Palos Verdes Drive North Rolling Hills Estates, CA 90274	Greg Grammer Email: GregG@rollinghillsestatesca.gov Phone: 310-377-1577 Fax: 310-377-4468
4	CITY OF RANCHO PALOS VERDES Attn: Doug Willmore 30940 Hawthorne Blvd. Rancho Palos Verdes, CA 90275	Doug Willmore E-mail: dwillmore@rpvca.gov Phone: (310) 544-5202 Fax: (310) 544-5291
5	PALOS VERDES PENINSULA UNIFIED SCHOOL DISTRICT	