1. CALL TO ORDER

2. ROLL CALL

PLEDGE OF ALLEGIANCE

3. OPEN AGENDA - PUBLIC COMMENT WELCOME

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

4. CONSENT CALENDAR

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

   RECOMMENDATION: APPROVE AS PRESENTED
B. PAYMENT OF BILLS.
   RECOMMENDATION: APPROVE AS PRESENTED
C. REPUBLIC SERVICES RECYCLING TONNAGE REPORT FOR SEPTEMBER 2019.
   RECOMMENDATION: APPROVE AS PRESENTED
D. INVITATION LIST FOR 2019 HOLIDAY OPEN HOUSE
   RECOMMENDATION: APPROVE AS PRESENTED

5. COMMISSION ITEMS

NONE.

6. PUBLIC HEARINGS

NONE.
7. OLD BUSINESS
NONE.

8. NEW BUSINESS


B. CONSIDER AND APPROVE PROPOSED DATES FOR THE CITY COUNCIL STRATEGIC PLANNING WORKSHOPS IN 2020.

C. CONSIDER AND APPROVE PROFESSIONAL SERVICES AGREEMENT WITH HF&H CONSULTANTS, LLC. TO ASSIST THE CITY WITH THE AMENDMENT AND EXTENSION OF THE SOLID WASTE FRANCHISE AGREEMENT BETWEEN CITY AND REPUBLIC SERVICES.

9. MATTERS FROM THE CITY COUNCIL AND MEETING ATTENDANCE REPORTS

A. REPORT BY THE PERSONNEL COMMITTEE ON ACTIVITES RELATING TO TRAFFIC AND PLANNING COMMISSIONS RECRUITMENT AND APPOINTMENT PROCESS (ORAL).

10. MATTERS FROM STAFF
NONE.

11. CLOSED SESSION

A. ANTICIPATED LITIGATION
The City Council finds, based on advice from the City Attorney, that discussion in open session of the following described matter will prejudice the position of the City in anticipated litigation:

ANTICIPATION OF LITIGATION: Government Code section 54956.9(d)(2) and (e)(5)

A point has been reached where, in the opinion of the City Council on the advice of its legal counsel, there is a significant exposure to litigation against the City.

Number of Potential Cases: One matter of threatened litigation

B. EMPLOYEE PERFORMANCE EVALUATION
GOVERNMENT CODE SECTION 54957
TITLE: CITY MANAGER
12. ADJOURNMENT

Next meeting: Due to Monday, November 11, 2019 being Veterans’ Day, a Federal Holiday, the next meeting is Tuesday, November 12, 2019 at 7:00 p.m. in the City Council Chamber, Rolling Hills City Hall, 2 Portuguese Bend Road, Rolling Hills, California, 90274.

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

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

In compliance with the Americans with Disabilities Act (ADA), if you need special assistance to participate in this meeting due to your disability, please contact the City Clerk at (310) 377-1521 at least 48 hours prior to the meeting to enable the City to make reasonable arrangements to ensure accessibility and accommodation for your review of this agenda and attendance at this meeting.
MINUTES OF
A REGULAR MEETING
OF THE
CITY COUNCIL OF THE
CITY OF ROLLING HILLS, CALIFORNIA
MONDAY, JULY 22, 2019

1. CALL TO ORDER

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

2. ROLL CALL

Councilmembers Present: Mayor Mirsch, Pieper, Black, Dieringer and Wilson.
Councilmembers Absent: None
Others Present: Elaine Jeng, P.E., City Manager.
Yolanta Schwartz, Planning Director
Michael Jenkins, City Attorney
Susan Wilcox, Land Conservancy
Alfred Visco
Arvel Witte
Joe Spierer

3. OPEN AGENDA - PUBLIC COMMENT WELCOME

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

4. CONSENT CALENDAR

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

   RECOMMENDATION: APPROVE AS PRESENTED.
B. PAYMENT OF BILLS.
   RECOMMENDATION: APPROVE AS PRESENTED
C. REPUBLIC SERVICES RECYCLING TONNAGE REPORT FOR JUNE 2019
   RECOMMENDATION: APPROVE AS PRESENTED
D. FINANCIAL STATEMENT FOR THE MONTH OF JUNE 2019.
   RECOMMENDATION: APPROVE AS PRESENTED
E. SECOND READING – WAIVE THE FULL READING OF ORDINANCE NO. 362 OF THE CITY OF ROLLING HILLS, CALIFORNIA, AMENDING SECTION 8.08.580 CONSTRUCTION AND DEMOLITION WASTE OF THE CITY OF ROLLING HILLS
MUNICIPAL CODE.
RECOMMENDATION: APPROVE AS PRESENTED.

Councilmember Black moved to approve the consent calendar. Councilmember Wilson seconded the motion. Councilmember Wilson also noted that the very last page of the balance sheet is illegible. The motion carried as follows:

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

5. COMMISSION ITEMS

A. RECEIVE AND FILE RESOLUTION NO. 2019-11 FROM THE PLANNING COMMISSION GRANTING APPROVAL OF A CONDITIONAL USE PERMIT TO CONVERT AN EXISTING 689 SQUARE FOOT STABLE, TO A MIXED-USE STRUCTURE IN ZONING CASE NO. 959 AT 49 EASTFIELD DRIVE (LOT 33-EF) ROLLING HILLS, CA (WALDMAN).

Planning Director Schwartz summarized the project and responded that at the last City Council meeting, Council members requested staff to verify the distance from the proposed set aside area for the stable and corral to the closest neighboring structure. She stated that the distance from the set aside to the closest structure is 53 feet.

Councilmember Black inquired why was the elevation not included in the plans.

Planning Director responded that the set aside at 49 Eastfield is considerably lower than the adjacent lot.

Councilmember Dieringer inquired if the mixed-use structure allows for showers.

Planning Director responded that the code allows showers in detached recreation rooms.

Mayor Pro Tem Pieper moved to receive and file the item. Councilmember Black seconded the motion and the motion carried as follows:

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

6. PUBLIC HEARINGS

A. REVIEW AND APPROVE ZONING CASE NO. 957, REQUEST FOR A VARIANCE AT 5 FLYING MANE LANE.
Planning Director Schwartz noted that the City Council took the project under its jurisdiction and proceeded to give a brief summary of the City Council’s field trip to the project site. Planning Director Schwartz outlined the City Council’s instruction to staff to contact Edison to convey the condition observed at the site. Edison informed staff that an additional pole can be installed on the building pad to raise the low hanging overhead lines. The applicant would then have the ability to underground to the new pole.

Discussions ensued on Edison’s response to staff’s inquiry regarding trimming the trees.

Planning Director Schwartz stated that Edison’s policy is to trim trees around their lines; but the applicant has to request it.

Councilmember Dieringer asked for confirmation that the applicant would give Edison the necessary easement for the new pole. Councilmember Dieringer inquired what is the most economical alternative for the applicant.

Joe Spierer, Architect for the project, noted that his client Mr. Walker knew that he had to underground and fully intended to but due to circumstances he is requesting a variance. Mr. Spierer noted that there was similar variance granted previously. Mr. Walker would hate to have to install a third pole on his property but does want safe conditions. Mr. Spierer responded to Councilmember Dieringer that if Mr. Walker was forced to provide the easement, he would do it, but he is focused on pursuing the variance. Mr. Spierer noted that the additional pole would likely be the most economical option.

Councilmember Black moved to deny the variance request and added that no explosive be used on the project. Mayor Mirsch seconded the motion.

City Attorney Jenkins noted that the action to be taken is to direct staff to prepare a denial resolution. And that a denial is just that – a denial. The property owner must in some way comply with the undergrounding requirement. The City cannot impose other conditions in a denial. The applicant can provide the easement to Edison for the additional pole and underground to the new pole. It is entirely up to the applicant and Edison in the approach to meet the requirement.

Mayor Mirsch noted that she is not entirely insensitive to the cost issue. She also noted that the City Council does not like to make exceptions.

Councilmember Black amended his motion to have staff bring back a denial resolution to the City Council. Councilmember Dieringer seconded the motion and the motion carried as follows:

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

7. **OLD BUSINESS**

NONE.

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8. NEW BUSINESS

A. CONSIDERATION TO ENGAGE THE SERVICES OF FORUM INFO-TECH FOR INFORMATION TECHNOLOGY ADMINISTRATIVE SERVICES FOR THREE YEARS, STARTING AUGUST 1, 2019; DIRECT THE CITY ATTORNEY’S OFFICE TO PREPARE A PROFESSIONAL SERVICES AGREEMENT; AND AUTHORIZethe CITY MANAGER TO EXECUTE THE AGREEMENT.

City Manager Jeng gave a brief history of the City’s IT infrastructure. The temporary IT vendor currently serving the City costs about $2,400. She stated that bids were received through a competitive RFP process. The RFP requested vendors to provide professional judgement to meet the City’s needs and plan for the future. City Manager Jeng summarized the differences between the two proposals received and noted that she attempted to extract proposal elements to give an apples to apples comparison.

Mayor Pro Tem Pieper inquired if $199 includes the hosting or managing the hosting. Mayor Pro Tem Pieper inquired about the quantity count of 9 for the AWS hosting and questioned the amount of work beyond year 1 of service.

City Manager Jeng responded that $199 is managing the hosting. She directed Council to page 20 of 71 of the staff report for the hosting cost.

Discussions ensued on specific cost items from both proposals and the proposed contract term.

City Manager Jeng noted that the current cost of maintaining the City’s existing IT infrastructure is $2,500 per month, without the data migration to the cloud and/or future planning work.

Mayor Pro Tem Pieper voiced concerns about fire walls and expressed the need to have data onsite. Once the system is set up, he doesn’t think that there would be much work on the part of the vendor and to pay $2,000 a month for the next three years seems high.

City Manager Jeng inquired would Mayor Pro Tem Pieper be more comfortable if the contract term was shortened to one year? And that pricing can be discussed and be agreed upon before extending into year 2 and or 3.

Mayor Pro Tem Pieper responded that he would agree and be comfortable with engagement of service if it were on a shorter term and if City staff’s process would be more efficient with the vendor’s support.

Councilmember Wilson provided his own experience with IT vendors for his business.

Councilmember Dieringer inquired if it would be fair to go back to CBE Solutions to ask them to provide services provided by Forum Info-Tech to get an apples to apples comparison.

City Manager Jeng summarized the solicitation process including the clarification questionnaire with both proposers. She noted that it is important in a competitive environment that all competitors are treated the same and get the same information to provide proposals.
Mayor Mirsch expressed that she would like to see a company that can provide a good level of service with their professional judgement. She would not want to go back out to bid.

Mayor Pro Tem Pieper expressed that proposers will recommend what they are comfortable in recommending. He stated that if the contract term can be shortened, then the City should move forward with the overhaul.

Councilmember Dieringer inquired about the Southbay Smart Net Project and how is it related to this work. City Manager Jeng outlined the service to be provided by the Southbay Smart Net project compared to the City’s current internet service. She added that the Smart Net project can be integrated by the IT vendor.

Mayor Pro Tem Pieper motioned to shorten the contract term to one year and approve staff’s recommendation. Councilmember Wilson seconded the motion.

Discussions ensued on the scenario where the vendor changes the price with the term being reduced from 3 years to 1 year. Councilmembers asked that the item be brought back to the City Council.

City Manager Jeng noted that she would bring the contract back to Council for approval regardless of the answer to the amended term.

The motion carried as follows:

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

B. CONSIDERATION AND APPROVAL OF A PROFESSIONAL SERVICES AGREEMENT WITH CSG CONSULTANTS FOR ON-CALL PLANNING CONSULTING SERVICES TO SUPPLEMENT THE PLANNING DEPARTMENT ON AN AS-NEEDED BASIS FOR FISCAL YEAR 2019-2020 FOR AN AMOUNT NOT-TO-EXCEED $30,000.

City Manager Jeng outlined resource change turning the Senior Planner position to a jack-of-all trade position. This contract is not meant to farm out the planning function but to meet the fluctuating demands of the Planning Department on an as needed basis with a consulting firm. Also, the consulting service can provide expertise not available in-house such as CEQA analysis.

Planning Director Schwartz briefly outlined the solicitation process and noted that she recommends CSG because they seem to have staff with expertise in different planning fields. She also stated that the firm is geared to serve smaller cities.

Ethan Edwards, Director Planning Services from CSG gave a brief background of the company of 300 employees. They have a partner planner approach. He also stated that CSG is an employee owned company.

Mayor Pro Tem Pieper motioned to approve the item as presented. Mayor Mirsch seconded the motion and the motion carried as follows:

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NOES: COUNCILMEMBERS: None.
ABSENT: COUNCILMEMBERS: Black.
ABSTAIN: COUNCILMEMBERS: None.

C. CONSIDERATION AND APPROVAL OF A PROFESSIONAL SERVICES AGREEMENT WITH ENVIRONMENTAL DESIGN ASSOCIATES (EDA) TO REVIEW AND RECOMMEND ISSUANCE OF PERMITS PER THE ROLLING HILLS WATER EFFICIENCY LANDSCAPE ORDINANCE.

Planning Director Schwartz noted that in order to be compliant with the Model Water Efficiency Ordinance that was recently adopted by the City, City staff needs additional assistance to review the submittal data. The City Council through the budget process did approve the hire of a landscape architect to assist staff in processing the plans to comply with the ordinance. There were two proposers. She stated that both firms are qualified to perform the service but that one does not have the license called out in the RFP and therefore is not recommended. She recommends the selection of Environmental Design Associates. She stated that the plan check fees would be collected from applicants, and the consultant would be paid from those fees.

Mayor Mirsch asked why the license is needed even though staff thought Sarah Noel was qualified to do the work.

Planning Director Schwartz responded that the City’s ordinance stipulates certain licenses requirements and in order to compare apples to apples this criteria was used to disqualify the second proposer.

Mayor Pro Tem Pieper motioned to approve the item as presented. Councilmember Wilson seconded the motion and the motion carried as follows:

NOES: COUNCILMEMBERS: None.
ABSENT: COUNCILMEMBERS: Black.
ABSTAIN: COUNCILMEMBERS: None.

Mayor Mirsch inquired if there is opportunity to use a consultant for multiple purposes.

City Manager Jeng responded yes. Staff could have inquired if CSG has a certified arborist but because different tracks started at different times, the opportunity to have joint purposes was missed.

D. CONSIDERATION AND APPROVAL OF A PROFESSIONAL SERVICES AGREEMENT WITH WARRINGER ASSOCIATES FOR ON-CALL ARBORIST SERVICES TO SUPPORT STAFF IN FIRE FUEL ABATEMENT CODE ENFORCEMENT CASES.

Planning Director Schwartz outlined code enforcement cases that needed the expert opinion of a certified arborist. Even though the City will have a full-time code enforcement officer shortly, a professional arborist would still be needed to provide professional opinions as to whether a tree is dead or not. She stated that the arborist would provide other landscaping and related services, on an as needed basis. She is recommending

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Warriner because they are local and would not charge the city for travel time despite the fact that their hourly rate is more expensive than the other proposer.

Councilmember Dieringer inquired if the arborist will be used also for view ordinance cases. Certified arborists are a dime a dozen. The other firm at $150 per hour is cheaper and they have a registered arborist. The registered arborist is a higher level certification than a certified arborist. It would be worth it for them to travel here from Duarte. Councilmember Dieringer noted that there would be a conflict of interest if Warriner is being used by the Community Association. She noted that both arborists can be contracted to serve the City to allow the City to have the ability to select the appropriate expert for certain service.

City Manager Jeng responded that yes, the on-call arborist can be utilized for view ordinance cases should the need arise. The City can use both arborists for on-call services. She stated that JTL did not receive a negative review from staff through the RFP process and is a qualified firm.

Mayor Mirsch inquired with City Attorney Jenkins does he see any conflicts if the Association uses the same arborist. Mayor Mirsch inquired who is on the hook to pay for the services of the arborist. Mayor Mirsch inquired regarding the statistics on challenges to the City’s assessment of dead vegetation and if the $6,000 will be sufficient to meet the demand.

City Attorney Jenkins expressed that he does not see any conflicts arising from using the same vendor.

City Manager Jeng responded that the City pays for the services of the arborist as a part of the code enforcement effort. Arborist call outs are clustered to maximize the site visits and often an arborist can use photographs taken by staff to render opinions.

Planning Director Schwartz noted that, in the challenges so far, the arborist has determined the vegetation to be dead and that there have been no follow-ups as of February of this year.

Mayor Pro Tem Pieper inquired with the City Attorney if the arborist fee can be recovered if the challenges by residents fail.

City Attorney Jenkins responded Mayor Pro Tem Pieper that cost recovery is possible.

Mr. Visco noted that it would be a great idea to have multiple arborists on-call. He also agrees with the challenging party to pay for arborist’s fee.

Councilmember Dieringer motioned to employ two arborists for on-call services. Mayor Pro Tem Pieper seconded the motion and the motion carried as follows:

NOES: COUNCILMEMBERS: None.
ABSENT: COUNCILMEMBERS: Black.
ABSTAIN: COUNCILMEMBERS: None.

Mayor Pro Tem Pieper asked that the arborist expenditures be tracked.
9. MATTERS FROM THE CITY COUNCIL AND MEETING ATTENDANCE REPORTS

A. DISCUSS FIRE FUEL ABATEMENT ALONG THE CITY’S SOUTHERN BORDER, AREAS ADJACENT TO THE PALOS VERDES PENINSULA LAND CONSERVANCY (ORAL).

Susan Wilcox gave a brief background on the Land Conservancy. Thirty years ago, the Land Conservancy was formed as a non-profit to preserve land for the enjoyment of the community. In total, $30M has been raised from Federal and State funds, and $10M raised from the community and has been used to purchase the Preserve. Once the land was purchased, the title was given to Rancho Palos Verdes. The Land Conservancy holds conservation easements over the land. The agreement between RPV and the Conservancy is to restore this land every five years. This year the Land Conservancy is looking to remove invasive and flammable vegetation from the Preserve. Ms. Wilcox gave a background on acacia plants and stated that acacia is highly flammable. The vegetation planned to be removed this year is acacia plants. The Land Conservancy requested $30,000 from RPV to remove acacia. Ms. Wilcox noted she is here tonight to answer questions.

Councilmember Dieringer inquired regarding fire fuel abatement projects along the border between Rolling Hills and the Conservancy.

Ms. Wilcox responded that the Conservancy is proposing to start at the bottom of the hill to remove acacia and move up the hill. There is an area near RH’s property area that the Conservancy is planning to remove mustard plants. She stated that goats are planned to be used to remove about 20 acres of the mustard plants. Ms. Wilcox noted that there is no excess budget and asked the City Council to consider contributing funding for the mustard removal work.

RPV, Wildlife Agencies and the Conservancy jointly participate in a Natural Community Conservation Planning (NCCP). The NCCP allows the city to streamline permitting. With three parties, it is confusing who is in charge of what. The Conservancy does not regulate the users, doesn’t issue fines but is simply a land restoration entity. RPV gives the Conservancy $160,000 annually to perform the restoration work. The work requires approximately $500,000 so the Conservancy is always raising additional funds from the community.

Councilmember Wilson inquired regarding placing firebreaks between the City and the Conservancy and the decision protocol to determine where fire modification should take place.

Ms. Wilcox responded that when NCCP was formed, the three agencies along with the Fire Department predetermined the locations where the fire fuel modification work would take place on the Preserve side. Otherwise the fire fuel abatement falls on the homeowner. Ms. Wilcox noted that the locations of the fire ignition sites were the priorities for fire fuel modification work. Ms. Wilcox also noted that mustard is difficult to eradicate.

Councilmember Black expressed that some of the trails in the Preserve are overrun with mustard and that goats are not economical to remove mustard. He stated that the City would contribute funds to remove the mustard plants even if goats are considered for the removal work if it includes areas bordering the City of Rolling Hills.
Ms. Wilcox said that she is not a decision maker. Ms. Wilcox will take the request back and follow up. Ms. Wilcox noted that they have identified a 20-acre site to remove mustard.

Mayor Pro Tem Pieper inquired who is the person who signs off on the work. And how do we come up with a solution right now. Mayor Pro Tem Pieper discussed Rolling Hills’ residents that donate monies to the Conservancy and their desire for progress. It is the end of July and nothing has happened. Ms. Wilcox responded that the Conservancy’s Executive Officer and the City of Rancho Palos Verdes would be the decision makers as well as the Wildlife agencies. Ms. Wilcox noted she will relay the urgency and be in touch with Mayor Mirsch and Elaine, City Manager Ms. Wilcox noted that the Conservancy wants to remove mustard plants too. Ms. Wilcox clarified that the land is the Preserve and the Conservancy is the non-profit agency. Ms. Wilcox asked for understanding and said that she will be working on the request, but it may not be tomorrow.

Councilmember Dieringer noted that prioritization should occur closer to people’s homes. If the City were to contribute money, that there should be some control on the quality of work ensured by the Conservancy leadership.

Mayor Mirsch asked if there are questions from the public and limited public questions and comments to 3 minutes.

Alfred Visco inquired about work planned by RPV and the status of the work.

City Manager Jeng responded to Mr. Visco that she spoke with RPV City Manager in the afternoon, the work is scheduled for next week, near Cinching.

Arvel Witte, 5 Quail Road South, expressed that he walked the trails behind his house and along Cinching and doesn’t understand why are we stalled on a safety issue? He stated that he contributed to the Conservancy.

B. RECEIVE A PRESENTATION ON THE ELEMENTS OF A COMMUNITY WILDFIRE PROTECTION PLAN AND THE PROCESS TO COMPLETING A PLAN FOR ROLLING HILLS (ORAL)

City Manager Jeng provided a brief presentation on CWPP.

Councilmember Wilson inquired about the past community meetings on the subject and the low turnouts.

City Manager Jeng responded that the past community meetings are recorded and available on the City’s website. The links have been shared with Block Captains. The Fire Department is coming to the next Block Captain meeting in August 2019. She is hoping that the Block Captains do a good job advertising the recorded meetings.

Councilmember Dieringer asked that these meetings be as inclusive as possible to attract additional residents.

City Manager Jeng responded that yes, additional meetings beyond the bi-monthly Block Captains will be held in the evening hours.
Mayor Mirsch inquired if staff is actually going to write something up and have it approved by someone.

City Manager Jeng responded that the plan would have to be signed off by the City Council, the Fire Department and the Sheriff. The plan can also go to California Fire Safe Council as it relates to wildfire. City Manager Jeng outlined the logistics of achieving an agreeable plan.

Councilmember Dieringer inquired if more effort needs to be focused to get more participation. Councilmember Dieringer inquired if the City Manager is getting the sense that the Peninsula wants to prepare one CWPP for the entire Peninsula.

City Manager Jeng noted that Block Captains should be holding zone meetings. She also responded that she is not getting a sense that cities are pursuing one Peninsula CWPP but that the individual plans would be coordinated peninsula wide.

Mr. Visco stated that he is trying to get the City Manager in touch with Elizabeth with California Fire Safe Council. Mr. Visco added that if the City works with the California Fire Safe Council, the City can receive funding. Fire Safe Council are volunteers and can assist and help write grants.

Mr. Witte expressed that he is more interested in action. He suggested taking a tour along the City’s border would help to act on the threat. He would like the Fire Department to see the threat.

Mayor Mirsch directed staff to follow up on Mr. Witte’s suggestion to have the community take a tour along the border.

Mayor Pro Tem Pieper suggested to educate landscape companies on the City’s dead vegetation ordinance to increase the dead vegetation abatement.

10. MATTERS FROM STAFF

A. CONSIDERATION AND APPROVAL OF $1,500 FOR A SUMMER INTERN THROUGH EXP SUMMER INTERNSHIP PROGRAM.

City Manager Jeng gave a brief summary to the City Council regarding this item at the last meeting. To respond to the City Council’s concerns, the City Attorney’s office provided the opinion of a labor attorney on the issue of employing a summer intern. The labor attorney did not see any issues with hiring a summer intern. Additionally, staff provided the program’s handbook showing the policies insurance and requirements for hiring interns, which address concerns voiced by the City Council at the last meeting.

Councilmember Wilson noted that he has participated in the summer intern program for many years. He is not brushed up on the program’s handbook addressing the concerns expressed by the City Council. He reiterated that he had fully intended to sponsor the summer intern and it was the City Manager who suggested to have the City fund the intern at City Hall.

Councilmember Dieringer moved to approve staff’s recommendation to fund the summer intern. Mayor Pro Tem Pieper seconded the motion and the motion carried as follows:
NOES: COUNCILMEMBERS: None.
ABSENT: COUNCILMEMBERS: Black.
ABSTAIN: COUNCILMEMBERS: None.

11. ADJOURNMENT

City Manager Jeng suggested to tentatively set August 19, 2019 for the field trip for 13 Portuguese Bend Road project. Staff will be checking with Councilmember Black’s office to confirm his availability on August 19, 2019 at 7am.

Councilmembers agreed to set August 19, 2019 as a tentative meeting date.

Hearing no further business before the City Council, Mayor Mirsch adjourned the meeting at 9:55p.m. The next regular meeting of the City Council is scheduled to be held on Monday, August 19, 2019 beginning at 7:00 a.m. 13 Portuguese Bend Road, Rolling Hills, California.

Respectfully submitted,

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

Approved,

Leah Mirsch
Mayor
MINUTES OF
A REGULAR MEETING
OF THE
CITY COUNCIL OF THE
CITY OF ROLLING HILLS, CALIFORNIA
MONDAY, SEPTEMBER 09, 2019

1. CALL TO ORDER

A regular meeting of the City Council of the City of Rolling Hills was called to order by Mayor Mirsch at 7:03 p.m. in the City Council Chamber at City Hall, 2 Portuguese Bend Road, Rolling Hills, California.

2. ROLL CALL

Councilmembers Present: Mayor Mirsch, Pieper, Dieringer, and Wilson.
Councilmembers Absent: Black
Others Present: Elaine Jeng, P.E., City Manager.
Yolanta Schwartz, Planning Director
Yohana Coronel, City Clerk
Michael Jenkins, City Attorney
Alfred Visco, 15 Cinchuring
Sue Breiholz, 6 Upper Blackwater Canyon Road
David McKinney, President of RHCA

3. OPEN AGENDA - PUBLIC COMMENT WELCOME

Alfred Visco, resident of 15 Cinchring gave an update on his contacts with Ranch Palos Verdes and the Land conservancy. He stated that a fire fuel reduction and modifications plan would be presented to the Rancho Palos Verdes Board on September 17, 2019 by RPV staff. He urged the Council and the Rolling Hills Community Association to attend the meeting for this item. Mr. Visco also gave a review of the land conservancy ongoing projects and suggested that Council agendize this item for further discussion.

Mayor Mirsch thanked Mr. Visco for his comments and ongoing efforts. Mayor Mirsch reminded Mr. Visco of the time constraints Council faces daily with their schedules but also assured Mr. Visco that Council continues to have an open line of communication with Rancho Palos Verdes City Council, ongoing conversations with the land conservancy and discussions with the Rolling Hills Community Association.

Mrs. Breiholz, 6 Upper Blackwater Canyon Road, requested more lighting outside of City Hall. She also requested an update on the dead vegetation ordinance. She stated she is concerned over the enormous amount of dead vegetation around the city and requested this item be agendized for a future meeting.
Mayor Mirsch agreed to agendize the item and asked City Manager Elaine Jeng for a brief update.

City Manager Jeng stated Council receives a quarterly report about code enforcement cases relating to dead vegetation. The last report submitted was a couple of meetings ago and it covered the months of June, July and August. City Manager Jeng informed Mrs. Breiholz that the City has data listing all the dead vegetation cases and the outcome. She stated that generally most residents are compliant but some have challenged the city on whether or not a plant is dead. In those cases, an arborist was called to give an opinion. For the most part, residents follow suggestions from staff and become compliant. City Manager Jeng noted that the current Code Enforcement Officer increased her hours from 12 hours to 19 hours per week. Once the recruitment is done to hire a full time code enforcement officer, the hours will increase to 40 hours a week.

Mrs. Breiholz suggested asking residents to report on dead vegetation and asked if more publicity and reminders could be sent out to residents about the importance of addressing dead vegetation.

City Manager Jeng reported the city will continue to publish information regarding dead vegetation on the blue newsletter, ask the Block Captains to spread information about the matter to their designated zones and ask the Rolling Hills Community Association to help spread the information.

4. CONSENT CALENDAR

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

   RECOMMENDATION: APPROVE AS PRESENTED

B. PAYMENT OF BILLS.
   RECOMMENDATION: APPROVE AS PRESENTED

C. REVIEW AND APPROVE PLANNING/TRAFFIC COMMISSIONS RECRUITMENT/APPOINTMENT SCHEDULE FOR TERMS EXPIRING IN JANUARY 2020.
   RECOMMENDATION: APPROVE AS PRESENTED

Councilmember Dieringer requested pulling item 4A to make corrections.

City Manager Jeng requested adding the date and time of October 30, 2019, 6PM to the calendar of events for item 4C.

Councilmember Dieringer moved to pull item 4A, and bring back for approval with corrections and have the City Council approve the consent items as presented along with corrections noted to item 4C. Councilmember Pieper seconded the motion and the motion carried without objection by a voice vote as follows:

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

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5. **COMMISSION ITEMS**

NONE.

6. **PUBLIC HEARINGS**

NONE.

7. **OLD BUSINESS**

A. **CONSIDER AMENDING MEMORANDUM OF UNDERSTANDING (MOU) WITH ROLLING HILLS COMMUNITY ASSOCIATION TO COST SHARE DESIGN FEES ASSOCIATED WITH ASSESSMENT DISTRICT PROJECTS AND TO INCLUDE OTHER CONSULTING FEES.**

City Manager Jeng noted this item has been brought to the Council many times before and reminded the Council of the approved decisions made on March 11, 2019 with regards to policies for contributing funds for undergrounding projects. After several discussions it was decided on May 29, 2019 that the City Council would cost share the design fee with the Rolling Hills Community Association (RHCA) and the residents by paying a third of the design fee. During those discussions it was brought to Council on whether they wanted to contribute to design fees while also contributing to assessment engineer fees and bond counsel fees. Feedback to staff from the Council was no, the Council wanted to limit their contribution to the design fee only since that was a critical part on getting the project started. Since then, the MOU has been executed between the City and the Rolling Hills Community Association specifically sharing the costs of the design fees only.

City Manager Jeng pointed out to the Council the presence of the President David McKinnie of the Rolling Hills Community Association in the audience. In a recent coordination meeting between the Mayor and the RHCA President, Mr. McKinnie stated he did not notice that the Board did not know that the MOU just included design fees and did not include other consulting fees. Once he realized the MOU only included design fees, the Board President then requested the City to agendize this item for further discussion. He stated the Board held a meeting on Thursday September 5th, 2019 and requested the MOU be amended to include the other costs. He noted that if the City Council were not interested in amending the MOU, the Association would withdraw from the MOU.

City Manager Jeng deferred to President McKinney to further articulate the request of the Association.

Mr. McKinnie gave a brief background of the undergrounding projects. He stated Eastfield project goes back five years with Marcia and Mike Schoettle being one of the first people to look at a large scale, multi-home undergrounding project. They started off with 35 homes but have dropped off
to 12 homes. Details of their initial definition for the project were approved by Council back in November 2016 and since then multiple discussions have happened with information gathered by the City Manager. The initial discussion was to set up a policy for the City and the Association help support starting an undergrounding process in which the City and the Association help contribute a third of the front end cost which was assumed to be the cost which gets the project to a vote as to whether the project will go forward or not. All those cost were generally considered to be utility, assessment engineer, construction, and bond counsel. It was his understanding that less than 100% of the fee for a bond counsel is needed upfront, prior to a vote from the homeowners, so that homeowners can be informed on what they are voting on. Therefore, the assessment engineering needs to complete all of their work, making this the basis for the front-end cost, not just the engineering assessment. He furthered stressed that has always been the case with projects he has worked on.

Mr. McKinnie proceeded to highlight his top two concerns, 1) making sure all frontend costs are covered and 2) making sure homeowners understand additional monies needed. Mr. McKinnie stated when the MOU was approved by the Association, he made an oversight and stated he did not focus on engineering only and was not aware of the discussion Council had about not including some of what he thought was part of the front end cost. Mr. McKinnie said that it was then discussed by the Association at a prior meeting as to what the Rolling Hills Community Association Boardmembers understood when they voted on cost sharing was ALL of the front end cost which they understood to be utility, assessment engineer, construction, and bond counsel. President McKinney also reminded Council that was the agreement he talked about with the previous City Manager Ray Cruz and it is what he understood and what he defined to the homeowners.

Councilmember Dieringer pointed out that looking at the MOU signed by President McKinnie on June 13, it clearly specifies that the only cost to be shared with the homeowners is the preliminary design for each assessment district and this is the only cost sharing that Council had been discussing.

Mr. McKinnie responded this limitation was not what was originally talked about and it is not the basis for which the Eastfield group cost sharing was based.

Councilmember Dieringer stated that she did not recall the Council approving more than a city share for the preliminary design cost.

Mayor Mirsch stated Council had approved more than the design fee in the past but did not realize they had done so when they voted. She also stated she does not recall any bond counsel fee, and any assessment district fees being included in design fees approved by Council. If Council would have had a discussion about it she would have voted against it and it may or may not have passed.

Councilmember Dieringer asked if she could be shown a copy of the past paper work.

City Manager Jeng pointed out the staff reports presented to Council on November 14, 2016 details the engineering design cost for each utility provider along with a rough estimate of a benefits study from the assessment district consultant.
Councilmember Dieringer asked if this was part of the engineering design cost.

City Manager Jeng and Mayor Mirsch both answered no.

Mr. McKinnie pointed out the terminology is one of the problems he found troublesome.

Councilmember Dieringer stated that her intent and her understanding of the Council approval as to the Eastfield project to be the same as the Mayors intent, only included design cost and that any other cost would be up to the homeowners.

Mr. McKinnie stated Councilmember Dieringer could define the terms however she saw fit, but that has not always been the case.

Councilmember Dieringer answered that the terms were always clear when Council discussed it.

Mayor Mirsch stated she understood that how the terminology caused a misunderstanding.

Mr. McKinnie stated one of the directors on the Association board directed him to be clear about the terms going forward.

Councilmember Dieringer asked Mr. McKinnie for clarification on the board’s vote. Did the board vote to contribute 1/3 of the cost for additional items - the benefit study and the bond counsel fees - with the condition that Council would pay for those two additional costs along with the design fees.

Mr. McKinnie answered yes. He pointed out that it was stated at the bottom of his document submitted to Council and approved by the Association.

Councilmember Dieringer stated her understanding from speaking with City was, that Mr. McKinnie had stated that the Rolling Hills Community Association had discussed that if the City Council did not agree to pay for 1/3 of the additional cost, they were not going to pay for 1/3 of the design study. She asked if this was correct.

Mr. McKinnie answered, no. The Association Board stated they were willing to stand by the commitment to contribute 1/3 of the pre-vote cost but felt the MOU did not clearly state the cost. If the City Council did not agree to it, they were going to exercise their right to pull out of the MOU.

Discussion ensued among Council and staff about the cost of the overall project and how much money Council agreed to spend on projects.

Mayor Pro Tem Pieper commented that Council wanted something that was predictable and reminded everyone of the cap of $50,000 for any one project. He also stated he would like to really understand the cost for these type of projects and not knowing what the cost is does not bring him comfort.
Mr. McKinnie suggested Council take no action on the item because more information may need to be reviewed.

Mayor Pro Tem Pieper stated that he feared the budget will get out of control and therefore a cap needed to be set. He stated that his other fear is that the project will not be completed. He gave the example of the Eastfield Project. Eastfield started with 30 houses and is currently down to 12. He understood the confusion with the MOU and suggested shelving this item until the numbers for the Eastfield project come in so what the cost will be. Mayor Pro Tem Pieper stated he felt Council does not have enough information to alter the MOU and felt more information is needed.

Mr. McKinnie suggested looking at the Eastfield Project closely to have a better definition about what the cost will be for assessment engineering.

Mayor Pro Tem Pieper pointed out that when the memo for the Eastfield Project was presented it included 35 houses. Since then the project has lost 2/3 of the homes, bringing the total to 12 houses. He also stated that if they can complete the project for a third of $75,000, that is money well spent in his eyes. He would like for Council to understand the project a little better and he is willing to spend the money, but once the project reaches a vote, he would like a clear definition of what “all in” means because he felt no one really understood what was meant by that. He suggested shelving the item until everyone understands what it all means.

Councilmember Wilson asked what percentage is the additional cost going to be.

Mr. McKinnie stated he put a model together but does not trust his memory of what the numbers are. He does not know what the bond counsel or engineering cost is going to be.

City Manager Jeng pointed out that the engineering numbers are in and included in the staff report item 8A. She highlighted the additional $28,000 needed in addition to the design money already collected and explained that the bond counsel numbers would not be available until Edison goes out to bid. City Manager Jeng gave a brief overview of how bond counsel and assessment engineering fee work and briefly explained that bond counsel base their cost on the size of the bond, which will not be known until the bids are in, whereas assessment engineering base their cost on size of the assessment district.

Mayor Mirsch thanked the City Manager for her brief explanation and stated that it was helpful not only for herself but also for others that are not familiar with how bond counsel and assessment engineering work.

Mr. McKinnie asked the City Manager if she had a fee from the bond counsel and continued to that he believed that the bond counsel fee might come in two parts. He again suggested trying to “nail down” the front end cost so the homeowners are fully informed of the estimate cost, then letting the Association and the City determine how to split the cost.

Mayor Pro Tem Pieper suggested tabling the MOU for now and informed Mr. McKinney the Association is free to undo the agreement. He would like to see an undergrounding project to the end to better understand the cost. He also stated that if Council spends the money they are spending
on the Eastfield project and the project does not come through then Council needs to revisit their whole philosophy on the approach of these projects.

Councilmember Dieringer agreed with Mayor Pro Tem Pieper about tabling the MOU for now because she also felt that she did not fully understand that there was a separate cost called an assessment engineering fee. Now knowing that the assessment engineering fee depends on the size of the district, she is against paying for all these pieces, for example, design, assessment engineering and bond counsel fees with no curtailment regarding how much the ultimate amount is. She pointed out what Council does for one project, they would do for all projects. She pointed out that the Eastfield Project is a different entity and Council has another pot of money ie Rule 20A monies that can be used to contribute. All other projects that do not qualify as a major thoroughfare are limited to only undergrounding fund and to this particular project Council needs to make sure there is enough for everyone.

Mr. McKinnie stated that the Council adopted a policy but the Association’s understanding of policy was different than the Council’s definition and admitted the Association missed some of the details and assumed some things were there. He proceeded to state that homeowners should expect that policies are set up to be followed consistently by both agencies. He asked Council to set a policy, make a commitment and live by it.

Councilmember Dieringer stated that she felt that the MOU was clear regarding the undergrounding fees that the Council was willing to cost share.

Mr. McKinnie admitted he misrepresented the MOU to the Association and missed details in the MOU. He admitted that it was his fault and that it is why he took the MOU back to the Board and asked them what their understanding of it was. The Board reported to him that they understood that everything was to be included before the vote. Mr. McKinney stated that was what he recalled in his mind and missed the meetings that happened in March, April and May of 2019 and he pointed out that Council had some misunderstandings.

Mayor Mirsch explained that this was the purpose of the MOU. When the Eastfield Project came before the Council, they realized that they did not have a memorialized policy. The MOU was to help Council memorialize a policy so going forward the Council could be consistent with all projects. Mayor Mirsch added the Council is worlds ahead of understanding the process since City Manager Jeng has come on board and brought her wealth of knowledge. She proceeded to clarify that the purpose of tonight’s discussion was to focus on what she understood to be the issue and it was to amend the MOU. She stated as this time there was no motion to amend the MOU. She asked for a motion from Council and/or to provide staff with directions.

Councilmember Dieringer moved that the City Council table the item to some future date when more information is available to revisit the issue. Mayor Pro Tem Pieper seconded the motion and the motion carried without objection by a voice vote as follows:

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

8. NEW BUSINESS

A. CONSIDER ENGAGING NV5 TO PREPARE PETITION PACKAGE AND PROVIDE ASSESSMENT DISTRICT FORMATION SERVICES AND POST FORMATION SERVICES FOR THE EASTFIELD UNDERGROUNDING PROJECT (FROM INTERSECTION OF OUTRIDER ROAD AND EASTFIELD DRIVE TO SOUTH OF CHUCKWAGON ROAD, ALONG EASTFIELD DRIVE)

City Manager Jeng stated that given the last item discussed, she felt that enough information has been provided and proceeded to give a brief summary of the difficulties staff encountered in engaging an assessment engineer, as it is a specialty. City Manager Jeng informed Council that she looked at neighboring cities like Newport Beach and Manhattan Beach because those two cities are very aggressive in completing projects. Jeff Cooper from NV5 submitted a proposal which she felt answered a lot of questions that have come up tonight. For example, what does an assessment engineer do? What do they produce and how are they involved? City Manager Jeng asked Council to refer to pages 21 and 23 of the staff report. Pages 21 and 23 of the staff report detailed the workflow of district formation and fee schedule for assessment engineering work for the Eastfield project.

Mayor Pro Tem Pieper asked if the $28,000 plus the $77,000 is the entire cost of the project.

City Manager Jeng answered yes, it is all the monies needed to get to the vote. She then proceeded to explain a bond counsel could also serve to to put a petition together, so we can either pay the assessment engineer or the bond counsel to do the petition. Although she is not clear if the assessment engineer performs the petition work if there is some legal document that is needed. She also pointed out there may be some left over piece from bond counsel work that may enter into this from the front end.

Mayor Pro Tem Pieper asked if the numbers presented to them were the final numbers.

City Manager Jeng stated the actual number the City started with was $75,200. She pointed that it has gone over by $15,000. The original numbers submitted by Frontier dramatically increased from $800.00 to $16,000.00.

Mayor Pro Tem Pieper asked if monies have been paid out. His understanding is that the Council has committed to paying $25,066, which is a third of the $75,200 which he is fine with. But he inquired if Council had to approve paying a third of the $15,000 and a third of the $28,000.

City Manager Jeng answered, saying that, of the $75,200 that was collected from all three parties, the City has $4,700 left in the escrow account. She pointed out that it is insufficient to pay for NV5 assessment cost of $28,000 plus.

Mayor Pro Tem Pieper asked about the $15,000 overrun.

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City Manager Jeng responded it was paid for out of the collection and ate into the monies allocated for the benefit study.

Planning Director Yolanta Schwartz clarified that the $75,000 allocated did include the costs of an engineer to do a cost benefit assessment, but not the cost of a bond counsel. This amount only included the engineering cost by utility companies, plus $28,000 of the benefit analysis from the engineer and nothing past that. She went on to explain when Frontier came back with $16,000 up-front fee for their engineering we took that money from the $75,000 that included the additional $28,000pp and gave it to the three utility companies, which left the City with $46,000.

Mayor Pro Tem Pieper again stated that he is still all in and really wants to see the Eastfield Project all the way through to the end. He felt that seeing the project through would give Council a better idea of what is going on moving forward. He is aware that it is going to cost more money but is willing to do it anyways. He also stated that if he were expected to make a motion to approve paying a third more then he would like to know what that third is. He then asked City Manager Jeng to confirm the total number.

City Manager Jeng responded that if that was approved, then the Council continues with a 1/3, then contribution the amount is $8,100.

Mayor Mirsch asked for clarification on what is being voted on.

City Manager Jeng explained that she was operating under the premise that the contribution policy discussed earlier this year remains consistent in that Council would only contribute to design fees and NOT contribute to assessment engineer or bond counsel fees. The action being asked by Council is to approve that the city engage NV5 based on their proposal and then engage the assessment district group to collect the necessary funds to pay for NV5.

Mayor Pro Tem Pieper asked if Council agrees to pay for 1/3 would that cover everything except for the bond counsel part. If Council continues to pay for 1/3 of it all, this would get them all the way through at $8,100 additional funds. He stated he feels confident the Eastfield Project is their best shot and therefore he is willing to make a motion to approve Council uses this company because they are properly bonded and they have all the right paper work.

1ST Motion
Mayor Pro Tem Pieper moved that the City Council approve to use NV5. Councilmember Dieringer seconded the motion and the motion carried without objection by a voice vote as follows:

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

Mayor Mirsch asked Mayor Pro Tem Pieper if he was sure he was comfortable making a motion to agree to pay for services when the amount of the bond counsel is still unknown with no discussion.
Mayor Pro Tem Piper answered yes, he was comfortable as he can be.

2nd Motion
Mayor Pro Tem Pieper moved that the City Council approve to pay 1/3 up to $9,000 for the assessment engineer. Councilmember Dieringer seconded the motion and the motion carried without objection by a voice vote as follows:

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

A. REPORT ON THE REGIONAL HOUSING NEEDS ASSESSMENT (RHNA) METHODOLOGY AND DETERMINATION BY THE CALIFORNIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (HCD) OF THE PROJECTED HOUSING NEED FOR THE 6TH CYCLE OF THE HOUSING ELEMENT FOR THE SCAG REGION.

Planning Director Schwartz gave a PowerPoint presentation of the Regional Housing Needs Assessment methodology. She proceeded to walk Council through what is being asked of the City of Rolling Hills by the California Department of Housing and Community Development.

City Manager Jeng gave clarification of what COG and SCAG mean to the state. When the state describes the SCAG region it is referring to the Councils of Governments. This describes regions of California, which include Los Angeles County, Orange County, Riverside County, Imperial County, San Bernardino County and Ventura County. It is this six counties described by the Planning Director in the PowerPoint presentation. It is not to be confused with South Bay COG or the Westside COG.

City Manager Jeng mentioned that staff used SCAG’s toolbox to run the city’s population numbers, entered the statistics from other cities populations to display the Housing Units Allocation slide presented tonight. She wanted to clarify that the numbers being shown on the PowerPoint presentation slide are not produced and/or approved by SCAG. She also answered Councilmember Dieringer’s question earlier about where the information the Planning Director referred to came from. The information came from the SCAG 6TH RHNA Cycle book.

Councilmember Dieringer stated given that the Council is being asked to pick either door one, two or three she felt that the Council should have been given the raw data that the housing department used to make their determination and not the conclusions drawn from the data. She also pointed out that thirty days is not enough time for the Council to review all this information. She expressed Council would be able to respond if they had the raw data and received an extension of the deadline to comment.

Councilmember Wilson asked about the average income of LA County and whether it was $60,000.
City Manager Jeng and Planning Director Schwartz answered yes.

Planning Director Schwartz explained a factor called the housing burden: if a person puts 30% of their income or more into rent or mortgage, you are considered burdened.

Councilmember Dieringer expressed that the numbers for “vacant” were questionable because she felt that it is one thing to refer to a vacant apartment building with vacant units that could be filled versus someone sharing time between the Rolling Hills community and their home within another community. She felt that these are the sorts of issues that have affected the numbers for Rolling Hills.

Mayor Mirsch expressed that she shares Councilmember Dieringers concerns’, and the Council can take positions on how things were calculated and argue about the calculations but she also pointed out that those are State issues. She pointed out that the purpose of the staff report was to be informational. Mayor Mirsch asked if Council had the ability to action Councilmember Dieringer’s suggestions by requesting additional time to respond.

City Manager Jeng responded that staff would make this request.

Discussion ensued among Council about the data presented to them by Planning Director Schwartz, the deadline of September 13, 2019 and how to respond.

Mayor Mirsch asked for public comment.

Mr. Visco agreed to send a letter to request more time and to focus on zoning capacity.

Mayor Mirsch thanked Mr. Visco for his comments

Mayor Mirsch asked Council if there was interest in forming an Ad Hoc Committee of the Council, regarding she asked Council to decide among themselves who would serve on the committee or she could come up with a method.

Mayor Pro Tem Pieper stated that he owned apartment buildings and looks at this sort of data all day long. He felt confident in processing the information.

Councilmember Wilson expressed he had the ability and the time to dedicate to the committee.

Councilmember Dieringer stated that she is very familiar with the housing issues from her participation on the Legislative Committee of the League and contract cities. She stated that she was interested in serving on this committee as well.

Mayor Pro Tem Pieper responded that he had been interested in serving again on the Personnel Committee but had allowed Councilmember Dieringer to serve on that committee instead of himself.
Mayor Pro Tem Pieper moved that the City Council approve to appoint Councilmember Wilson and himself to an Ad Hoc Committee of the Council. Councilmember Wilson seconded the motion and the motion carried without objection by a voice vote as follows:

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

9. **MATTERS FROM THE CITY COUNCIL AND MEETING ATTENDANCE REPORTS**

NONE

10. **MATTERS FROM STAFF**

NONE.

11. **ADJOURNMENT**

Hearing no further business before the City Council, Mayor Mirsch adjourned the meeting at 9:10 p.m. The next regular meeting of the City Council is scheduled to be held on Monday, September 23, 2019 beginning at 7:00 p.m. in the City Council Chamber at City Hall, 2 Portuguese Bend Road, Rolling Hills, California.

Respectfully submitted,

Yohana Coronel, MBA
City Clerk

Approved,

Leah Mirsch
Mayor
MINUTES OF
A REGULAR MEETING
OF THE
CITY COUNCIL OF THE
CITY OF ROLLING HILLS, CALIFORNIA
MONDAY, SEPTEMBER 23, 2019

1. CALL TO ORDER

A regular meeting of the City Council of the City of Rolling Hills was called to order by Mayor Mirsch at 7:05p.m. in the City Council Chamber at City Hall, 2 Portuguese Bend Road, Rolling Hills, California.

2. ROLL CALL

Councilmembers Present: Mayor Mirsch, Pieper, Dieringer, Black and Wilson.
Councilmembers Absent: None
Others Present: Elaine Jeng, P.E., City Manager.
Yolanta Schwartz, Planning Director
Yohana Coronel, City Clerk
Michael Jenkins, City Attorney
Alfred Visco, 15 Cinchring
Constance Turner, Government Relations Manager for Edison

Mayor Mirsch announced the birthday of Councilmember Wilson.

3. OPEN AGENDA - PUBLIC COMMENT WELCOME

Mr. Visco, resident of 15 Cinchring stated he submitted a letter to the Council regarding his thoughts, comments, and recommendations concerning the clear and present danger from potential wildfires due to Rancho Palos Verdes management of the Nature Preserve. He suggested the Council take legal recourse against Rancho Palos Verdes and the Land Conservancy as soon as possible for maintaining a nuisance in the preserve. Mr. Visco also gave an update on his conversations with Susan Brooks with regards to fuel fire reductions. He requested the Council consider this item for an executive session or closed session to explore if Rolling Hills has a legal recourse.

Mayor Mirsch thanked Mr. Visco for his comments and ongoing efforts and assured him the Council would seriously consider his comments.

Constance “Connie” Turner, Government Relations Manager for Edison introduced herself and gave a brief overview of Public Safety, Power Shut-offs. She informed the Council that the fears of wildfires are growing every year and therefore Edison is trying to stay proactive. Ms. Turner is asking for Rolling Hills customers to register on Edison’s website (sce.com) in order to receive
alerts about any power outages and/or catastrophes on the Peninsula. She also stated she works very closely with her partner Vick Noel, who is assigned to Rancho Palos Verdes and Rolling Hills Estates to make sure they keep each other informed about any news on the Peninsula. Ms. Turner informed the Council that she is always available to City Manager Jeng twenty-four hours a day, seven days a week because she understands emergencies can happen at any time. She also stated that Edison tries its best to notify First Responders and the Cities it serves, when anticipating a Public Safety Power Shutoff (P.S.P.S.) but also pointed out that unplanned outages do happen. She suggested the Council read through the copies of her presentation at their convenience and if the Council has any questions, they can always reach out to her.

Mayor Mirsch asked what the likelihood of all four cities having a Public Safety Power Shutoff at the same time and if an evacuation would follow.

Ms. Turner answered no evacuation would be necessary, but the power would be shutoff. She further explained that all the circuits in the peninsula are interconnected, so if Edison did a power shutoff it would affect the majority of the Peninsula.

Mayor Mirsch further inquired about places that have underground lines and whether they would be affected.

Ms. Turner answered all lines, whether above or below, are part of the same circuit.

Mayor Mirsch thanked Ms. Turner for her time.

4. CONSENT CALENDAR

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

RECOMMENDATION: APPROVE AS PRESENTED

B. PAYMENT OF BILLS.
RECOMMENDATION: APPROVE AS PRESENTED

RECOMMENDATION: APPROVE AS PRESENTED

City Manager Jeng pointed out the Council was given corrected minutes with edits from Mayor Mirsch. She also mentioned Mr. Visco wanted staff to follow up on an open agenda item. Staff adjusted Mr. Viscos’ comments accordingly.

Councilmember Dieringer pointed out the misspelling of Mr. Viscos’ name on the minutes presented to the Council. She also pointed out a misspelling of the City Managers name.

Councilmember Wilson inquired about how a vote is recorded when a Councilmember recuses himself from an item.
City Attorney Jenkins answered the vote should be recorded as absent.

Mayor Mirsch clarified that in the minutes presented the vote was recorded as abstain.

City Manager Jeng informed the Council that it will be corrected to capture Councilmember Pieper's vote to read as absent and the abstain line to read as none.

Councilmember Dieringer proceeded to point out grammatical errors in the minutes presented to the Council.

Mayor Pro Tem Pieper moved that the City Council approve the consent items as presented with corrections to the minutes. Councilmember Black seconded the motion and the motion carried without objection by a voice vote as follows:

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

5. COMMISSION ITEMS

NONE.

6. PUBLIC HEARINGS

NONE.

7. OLD BUSINESS

NONE.

8. NEW BUSINESS

A. DISCUSS RESTRICTIONS TO MEASURE W, THE SAFE AND CLEAN WATER PROGRAM (DEDICATED FUNDING FOR STORMWATER AND URBAN RUNOFF) AND PLAN FOR FISCAL YEAR 2019-2020 BUDGET ADJUSTMENTS.

City Manager Jeng informed the Council that no action needed to take place for this item because the transfer agreement will be coming to the Council. She did, however, inform the Council of budgetary changes. City Manager Jeng proceeded to give a brief summary of Measure W and stated that the tax monies will be disbursed to the City by the end of the fiscal year in June 2020. 80% of the collected revenue is to go back to the local agencies, like the City of Rolling Hills. The City anticipates to collect $120,000.

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When the budget for Fiscal Year 2019-2020 was put together, staff was under the impression that the monies could only be used for existing programs. The City’s existing programs were shown and summarized in earlier staff reports presented to the Council. The total cost of the City’s existing programs equals to approximately $185,000. City Manager Jeng explained that the City thought they could offset $185,000 from the $120,000 and only end up needing $65,000 from the general fund. However, the Measure guidelines came out and stated that only 30% of the $120,000 could be used towards funding existing programs. 70% of the $120,000 can go towards new projects as of November 2018 when the Measure passed.

City Manager Jeng stated that staff assumed the General Plan could be offset by the $120,000 but that has been confirmed not to be the case. She pointed out to the Council that Attachment 3 of the staff report is a brief estimation of what may be funded under the 30% category. Staff must figure out how to spend the remaining 70%. She also pointed out to the Council that the City can roll over its unused funds from year to year for up to five years just like the Measure A funds discussed previously for landscaping.

Mayor Pro Tem Pieper asked if the storm water money can be saved for five years and pay for paver stones and redo the entire parking lot at City Hall, since its purpose is to put water back in the ground. He further inquired if the City could sell its shares to other cities.

City Manager Jeng answered yes, the City can save the money and use it for paver stones and that would fall under the 70% category. She also stated the City’s shares cannot be sold but pointed out that joint projects with other cities are allowed.

Mayor Mirsch inquired about Kathleen McGowan’s fees. She asked if Ms. McGowan was working on things that are annual but after November 2018, could the 70% category be used to pay her fees.

City Manager Jeng stated that programs existing prior to November 2018 cannot be paid under the 70% category. In order for programs to be considered new, a program would have to have started after November 2018.

Mayor Mirsch inquired about the new stable guidelines.

City Manager Jeng answered that it is not eligible because some of the work for the stable design started prior to November 2018. She further informed the Council that Ms. McGowan is tracking her work differently now, due to the new guidelines. She also informed the Council that she has spoken to the Finance Director about creating two separate accounts for the 30% category and the 70% category. City Manager Jeng reminded the Council that Ms. McGowan presented before the Planning Commission after November 2018 to recommend revisions to the guidelines, therefore that work is eligible.

Councilmember Black raised concerns about the cost of consultants and the inevitable annual increase.
City Manager Jeng stated that the Council could change consultants at their discretion, however, only the services would be considered new, not the programs. Thus, the programs will remain ineligible for the 70% funding. Further explaining that changing people does not make a new program.

Mayor Pro Tem Pieper suggested staff come up with new projects and the rest of the monies should be saved up to redo the parking lot or figure out how to take on one canyon at a time and possibly place a catch basin in them.

City Manager Jeng informed the Council that Ms. McGowan made two suggestions on how to spend the 70%. Suggestion one was to save the money for capital improvement projects. Suggestion two was help parcel out rebates, if allowed by the transfer agreement to the resident, if they can show they have placed a retention basin on their property.

Councilmember Black stated he is in full support of helping residents attain water retention on their property.

Mayor Mirsch asked if this item could be agendized for a future meeting date because she understands how important this topic is to Councilmember Black.

City Manager Jeng informed the Council that funds administered by the Los Angeles County and the District will not have a template for spending the money until January and/or when the City enters into the fund transfer agreement. She is hoping that by then she will have more information about the restrictions on funds and bring the information back to the Council.

Councilmember Wilson asked if this money can be used for the preliminary discussion the Council is having with Rancho Palos Verdes about the water capture going down the canyon.

City Manager Jeng answered it may apply because there may be a benefit to cleaning off the runoff. She reminded the Council the primary purpose of this Measure is to make sure the runoff is not being discharged into receiving waters.

Councilmember Dieringer asked for clarity as to what is defined as a new project.

City Manager Jeng answered anything new beyond November 2018. For example, the city can have a project that may require five million dollars to build. The city can roll over the monies for five years and it would not be considered a new project from year to year. It would be considered a new project from November 2018.

Mayor Mirsch raised a questioned about the last sentence in the McGowan attachment that read “non-point source pollution control, and diversion of stormwater or urban runoff to a sanitary sewer system.” She asked if Ms. McGowan was referring to the preliminary talks the Council is having with Rancho Palos Verdes about maybe doing a sanitary sewer line instead of being on septic.
City Manager Jeng answered no and further explained that the urban runoff to a sanitary sewer system assumes you already have a sewer system. Rather than having the water discharge to the bay, you put it into a sewer system, so it is treated.

Councilmember Wilson inquired about section 16.07 on Ms. McGowan report regarding independent audits and wondered about the cost.

City Manager Jeng answered she does not know what the cost of this audit would be. She did point out that this is one account and cannot imagine the cost being more than what the City pays for its annual audits. She also informed the Council that she has spoken to Terry Shea, the City’s Finance Director about the subject matter. He stated that when Metro audits the City for Measure R, M, A, and C, those audits are generally paid by Metro’s administrative budget. She assumes this audit will have to be paid for out of the City’s budget.

City Manager Jeng reminded the Council that she will be asking the Council to take action in January 2020, in time for next year’s budget. She also informed the Council that staff is aware of the obligations on the general fund side, so they are curbing their spending to allow for such provisions.

**B. RECEIVE AND FILE WASTE DIVERSION AUDIT REPORT BY MSW CONSULTANTS.**

City Manager Jeng reported on discussions held with Republic Services and gave a presentation of the work done by MSW Consultants. MSW Consultants were asked to audit Republic Services and focus on the diversion reports. She gave a brief description of what a diversion report is. She explained that when trash is collected, it must be decided how much of it will be diverted, recycled, sold off, or exported somewhere other than to a landfill. This is important because the State regulates each city to see if they are compliant with AB939 and meeting the stipulated diversion numbers. The Council approves these reports every two months, so City Manager Jeng felt it is necessary to confirm the accuracy of these reports. The reports came back and stated Republic Services reports are accurate.

City Manager Jeng reported that one line item pointed out to her by MSW was that in the contract the City has with Republic Services it states that the City is not supposed to add the diversion numbers from the construction and debris category into the regular trash. The City is not in State violation, however Republic Service is not doing what the contract requires them to do. This is important because the City is looking to re-engage Republic Services in a new contract and now it is a good time to address changing the terms for diversion. City Manager Jeng requested the Council receive and file the report before them.

Councilmember Dieringer inquired if the error was something easily missed because it appeared to her to be deliberate.

City Manager Jeng stated it may be a matter of Republic Services not reading their contract carefully.
Mayor Mirsch stated that several changes in management over the last couple of years may have played a role. She also felt that won’t happen again because it will surface during the writing of the new contract and the Council will make sure of it. It is important to remember the City is responsible for not hitting their diversion numbers and would be fined, not Republic Services. Mayor Mirsch stated the report is helpful in nailing down the final points.

Mayor Mirsch inquired about independent haulers. She asked how independent haulers are logging what they bring from different cities and can that have an impact on the Rolling Hills numbers.

City Manager Jeng said yes. She went on to explain that this is the reason why most cities prefer to have monopolies because it is easier to track where their trash goes. Because Rolling Hills does not have a monopoly, it must rely on the reports from Republic Services. In the annual report submitted to the State, the City has to track what other service providers are doing. So what happens is independent haulers will pick up debris from Rolling Hills, go to a disposal center and they will log it and state where the waste is coming from. Haulers may or may not get the city name correctly. In 2017, Rolling Hills reported high numbers or disposal and it was uncharacteristic from previous years. One thought was that waste that was being taken to other facilities, especially in Orange County, was erroneously reported as waste from Rolling Hills. City Manager Jeng pointed out that the compliance audit only works when there is only one single hauler. The other tracking mechanism is the reports from other providers doing business here, through the C&D program. She reminded the Council that earlier it was difficult to get reports back and having difficulties tracking the numbers. Since implementing a refundable $750.00 deposit on C&D permits, getting reports back have become easier. Most haulers come back within days to submit their reports and get their money back. Another way to track other service providers is to match the C&D reports with the facility reports. Every quarter or so, the City must visit these facilities, like Azusa Landfill and California Waste Services to get their quarterly reports to match up which ones that come from Rolling Hills. This has not been done in the past but it is something the City will be doing going forward in the hopes of recording being more accurate.

Councilmember Dieringer asked when haulers are reporting where they are getting their construction materials from, are they only required to give the name of the city or are they asked to give an address.

City Manager Jeng answered her understanding is the facilities have very loose standards. She informed the Council she did communicate these concern to the state. It is why she felt it is imperative that the City keeps accurate records of the C&D permits and Republic Service reports.

Mayor Pro Tem Pieper moved that the City Council receive and file MSW’s final waste diversion audit report. Councilmember Black seconded the motion and the motion carried without objection by a voice vote as follows:

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

Minutes
City Council Meeting
09-23-19 -7-
30/31
9. MATTERS FROM THE CITY COUNCIL AND MEETING ATTENDANCE REPORTS

Councilmember Black stated he would like to address the poor customer service from COX Communications. He requested a COX representative be present at the next council meeting.

Councilmember Wilson agreed with Councilmember Black and shared his customer experiences with COX.

Councilmember Black expressed his concerns regarding actions taken by Land Conservancy in regards to fuel modification.

10. MATTERS FROM STAFF

NONE.

The City Council adjourned at 8:04pm to go into close session.

11. CLOSED SESSION

A. EMPLOYEE PERFORMANCE EVALUATION
   GOVERNMENT CODE SECTION 54957
   TITLE: CITY MANAGER

Assistant City Attorney Jane Abzug stated there was no reportable action.

12. ADJOURNMENT

Hearing no further business before the City Council, Mayor Mirsch adjourned the meeting at 8:23p.m. The next regular meeting of the City Council is scheduled to be held on Monday, October 14, 2019 beginning at 7:00 p.m. in the City Council Chamber at City Hall, 2 Portuguese Bend Road, Rolling Hills, California.

Respectfully submitted,

Yohana Coronel, MBA
City Clerk

Approved,

Leah Mirsch
Mayor

Minutes
City Council Meeting
09-23-19

-8-
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<th>DESCRIPTION</th>
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$ 111,033.72

I, Elaine Jeng, City Manager of Rolling Hills, California certify that the above demands are accurate and there is available in the General Fund a balance of $111,033.72 or the payment of above items.

Elaine Jeng, Pd., City Manager 10/24/2019
<table>
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<tr>
<th>MONTH 2019</th>
<th>RECYCLED (tons)</th>
<th>GREEN WASTE (tons)</th>
<th>C&amp;D Recycled</th>
<th>C&amp;D Disposed</th>
<th>Disposal Tonnage</th>
<th>Diversion %</th>
<th>MONTHLY TOTALS (tons)</th>
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<td>114.12</td>
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<td>98.95</td>
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<td>7.09</td>
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<td>10.01</td>
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<tr>
<td>November</td>
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<td>0.00%</td>
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<tr>
<td>December</td>
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<td>-</td>
<td>-</td>
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<td>Year to Date Totals:</td>
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<td>48.01</td>
<td>125.90</td>
<td>33.17</td>
<td>13.41</td>
<td>142.10</td>
<td>55%</td>
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</table>
## 2019 Open House Attendee List

<table>
<thead>
<tr>
<th>Name</th>
<th>Company</th>
<th>Address</th>
<th>City</th>
</tr>
</thead>
<tbody>
<tr>
<td>1  Honorable Al Muratsuchi</td>
<td>Assemblymember Elect, 66th District</td>
<td>3460 Torrance Blvd., Suite 306</td>
<td>Torrance, CA 90503</td>
</tr>
<tr>
<td>2  Honorable Ben Allen</td>
<td>State Senator, 26th District</td>
<td>23215 Hawthorne Blvd., Suite E</td>
<td>Torrance, CA 90505</td>
</tr>
<tr>
<td>3  Honorable Ted Lieu</td>
<td>United States Congress, 33rd District</td>
<td>5055 Wilshire Blvd., Suite 310</td>
<td>Los Angeles, CA 90036</td>
</tr>
<tr>
<td>4  Honorable Janice Hahn, Supervisor</td>
<td>Fourth District, County of Los Angeles</td>
<td>500 West Temple Street</td>
<td>Los Angeles, CA 90012</td>
</tr>
<tr>
<td>5  Mr. Nick Ippolito, Chief of Staff</td>
<td>Fourth District, County of Los Angeles</td>
<td>500 West Temple Street, Rm 822</td>
<td>Los Angeles, CA 90012</td>
</tr>
<tr>
<td>6  Ms. Erika Velazquez, Harbor Area Director</td>
<td>Fourth District, County of Los Angeles</td>
<td>302 West 5th Street, #200</td>
<td>San Pedro, CA 90731</td>
</tr>
<tr>
<td>7  Ms. Kelly Cross, Staff Assistant</td>
<td>Fourth District, County of Los Angeles</td>
<td>302 West 5th Street, #200</td>
<td>San Pedro, CA 90731</td>
</tr>
<tr>
<td>8  Mr. Matt Johnson, Special Assistant</td>
<td>Fourth District, County of Los Angeles</td>
<td>302 West 5th Street, #200</td>
<td>San Pedro, CA 90731</td>
</tr>
<tr>
<td>9  Mr. Jeffrey Kiernan, Regional Public Affairs Manager</td>
<td>League of California Cities</td>
<td>8581 Santa Monica Blvd. Suite 325</td>
<td>West Hollywood, CA 90069</td>
</tr>
<tr>
<td>10 Ms. Jennifer Quan, Executive Director, Regional Public Affairs Manager</td>
<td>League of California Cities</td>
<td>8581 Santa Monica Blvd. Suite 325</td>
<td>West Hollywood, CA 90069</td>
</tr>
<tr>
<td>11 Ms. Kristine Guerrero, Legislative Director, Regional Public Affairs Manager</td>
<td>League of California Cities</td>
<td>8581 Santa Monica Blvd. Suite 325</td>
<td>West Hollywood, CA 90069</td>
</tr>
<tr>
<td>12 Mr. Allen Franz, President and Members of the Board of Directors</td>
<td>P.V.P. Land Conservancy</td>
<td>916 Silver Spur Road, Suite 207</td>
<td>Rolling Hills Estates, CA 90274</td>
</tr>
<tr>
<td>13 Ms. Adrienne Mohan, Acting Executive Director and staff</td>
<td>P.V.P. Land Conservancy</td>
<td>916 Silver Spur Road, Suite 207</td>
<td>Rolling Hills Estates, CA 90274</td>
</tr>
<tr>
<td>14 Mr. James D. Moore, President</td>
<td>Palos Verdes Library District</td>
<td>701 Silver Spur Road</td>
<td>Rolling Hills Estates, CA 90274</td>
</tr>
<tr>
<td>15 Linda Reid, President and Members</td>
<td>PVPUSD Board of Education</td>
<td>375 Via Almar</td>
<td>Palos Verdes Estates, CA 90274</td>
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<tr>
<td>16 Megan Crawford</td>
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<td>375 Via Almar</td>
<td>Palos Verdes Estates, CA 90274</td>
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<tr>
<td>17 Matthew Brach</td>
<td>PVPUSD Board of Education</td>
<td>375 Via Almar</td>
<td>Palos Verdes Estates, CA 90274</td>
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<tr>
<td>18 Suzanne Seymour, V.P.</td>
<td>PVPUSD Board of Education</td>
<td>375 Via Almar</td>
<td>Palos Verdes Estates, CA 90274</td>
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<tr>
<td>19 Alex Cherniss, Ed.D., Superintendent of Schools</td>
<td>PVPUSD</td>
<td>375 Via Almar</td>
<td>Palos Verdes Estates, CA 90274</td>
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<tr>
<td>No.</td>
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<tr>
<td>20</td>
<td>Ms. Jennifer Addington, Director</td>
<td>Palos Verdes Library District</td>
<td>701 Silver Spur Drive</td>
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<tr>
<td>21</td>
<td>Mr. Micah Farrell, Principal</td>
<td>Rancho del Mar High School</td>
<td>38 Crest Road West</td>
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<tr>
<td>22</td>
<td>Ms. Grace Robinson Hyde General Manager and staff</td>
<td>County Sanitation District of LA County</td>
<td>1955 Workman Mill Rd.</td>
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<tr>
<td>23</td>
<td>Mrs. Jacki Bacharach, Executive Director and staff</td>
<td>South Bay Cities Council of Governments</td>
<td>20285 S. Western Ave., Suite 100</td>
</tr>
<tr>
<td>24</td>
<td>Sheriff Alex Villanueva</td>
<td>L. A. County Sheriff's Headquarters</td>
<td>4700 Ramona Blvd., Fourth Floor</td>
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<tr>
<td>25</td>
<td>Captain James Powers and all LASD Lomita Personnel</td>
<td>L. A. County Sheriff's Department</td>
<td>26123 Narbonne Avenue</td>
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<tr>
<td>26</td>
<td>Mr. Jorge Morales President, Vice Mayor of South Gate and staff</td>
<td>California Contract Cities Association</td>
<td>17315 Studebaker Road Suite 210</td>
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<tr>
<td>27</td>
<td>Mr. Marcel Rodarte Executive Director</td>
<td>California Contract Cities Association</td>
<td>17315 Studebaker Road Suite 210</td>
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<tr>
<td>28</td>
<td>Ms. Eileen Hupp, President/CEO and staff</td>
<td>Palos Verdes Peninsula Chamber of Commerce</td>
<td>707 Silver Spur Road, Suite 100</td>
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<tr>
<td>29</td>
<td>Mr. Daryl L. Osby, Fire Chief and staff, Division I Office - F. S. 158</td>
<td>Los Angeles County Fire Department</td>
<td>1650 West 162nd Street</td>
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<td>30</td>
<td>Mr. Scott Hale, Assistant Fire Chief</td>
<td>Division 1, County of Los Angeles Fire Department</td>
<td>1650 W. 162nd Street</td>
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<tr>
<td>31</td>
<td>Mr. J. Lopez, Assistant Chief</td>
<td>County of Los Angeles Fire Department</td>
<td>5823 Rickenbacker Road Room 123</td>
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<tr>
<td>32</td>
<td>All Fire Personnel at</td>
<td>Fire Station 56</td>
<td>12 Crest Road West</td>
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<tr>
<td>33</td>
<td>Mayor Susan M. Brooks Members of the City Council and Councilmembers Elect</td>
<td>City of Rancho Palos Verdes</td>
<td>30940 Hawthorne Boulevard</td>
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<tr>
<td>34</td>
<td>Mr. Douglas Wilmore City Manager and staff</td>
<td>City of Rancho Palos Verdes</td>
<td>30940 Hawthorne Boulevard</td>
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<tr>
<td>35</td>
<td>Mayor Judith M. Mitchell and Members of the City Council</td>
<td>City of Rolling Hills Estates</td>
<td>4045 Palos Verdes Drive North</td>
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# 2019 Open House Attendee List

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<tr>
<th></th>
<th>Name and Title</th>
<th>Organization and Division</th>
<th>Address</th>
<th>City, State, Zip</th>
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<td>City of Rolling Hills Estates</td>
<td>4045 Palos Verdes Drive North</td>
<td>Rolling Hills Estates, CA 90274</td>
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<tr>
<td>37</td>
<td>Mayor Kenneth Kao and Members of the City Council</td>
<td>City of Palos Verdes Estates</td>
<td>340 Palos Verdes Drive West</td>
<td>Palos Verdes Estates, CA 90274</td>
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<tr>
<td>38</td>
<td>Mr. Carolyln Petru and Interim City Manager and staff</td>
<td>City of Palos Verdes Estates</td>
<td>340 Palos Verdes Drive West</td>
<td>Palos Verdes Estates, CA 90274</td>
</tr>
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<td>39</td>
<td>Mr. Roy Itani, District Engineer and staff and L.A. County Department of Public Safety</td>
<td>Building and Safety Division</td>
<td>24320 S. Narbone Ave.</td>
<td>Lomita, CA 90717</td>
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<tr>
<td>40</td>
<td>Mr. Michael Jenkins, City Attorney and staff</td>
<td>BB&amp;K LLP</td>
<td>1230 Rosecrans Avenue, Suite 110</td>
<td>Manhattan Beach, CA 90266</td>
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<tr>
<td>41</td>
<td>Ms. Jane Abzug, Assistant City Attorney and staff</td>
<td>BB&amp;K LLP</td>
<td>1230 Rosecrans Avenue, Suite 110</td>
<td>Manhattan Beach, CA 90266</td>
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<td>42</td>
<td>Mr. William Pagett, Sr. Vice President and staff</td>
<td>Willdan Engineering</td>
<td>2401 East Katella Avenue, Suite 300</td>
<td>Anaheim, CA 92806</td>
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<td>43</td>
<td>Ms. Vanessa Munoz, Traffic Engineer and staff</td>
<td>Willdan Engineering</td>
<td>13191 Crossroads Parkway North # 41 Industry, CA 91746-3497</td>
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<tr>
<td>44</td>
<td>Mr. Robert Saviska, Executive Director and staff</td>
<td>L.A. County West Vector Control District</td>
<td>6750 Centinela Avenue</td>
<td>Culver City, CA 90230</td>
</tr>
<tr>
<td>45</td>
<td>Ms. Marcia Mayeda, Director and staff</td>
<td>L.A. County Animal Care &amp; Control Administrative Headquarters</td>
<td>5898 Cherry Avenue</td>
<td>Long Beach, CA 90805</td>
</tr>
<tr>
<td>46</td>
<td>Mr. Fernando Barrera, Certified Applicator/State Licensed Trapper Pest Management Division</td>
<td>County of LA Department of Agricultural Commissioner/Weights and Measures</td>
<td>12300 Lower Azusa Road</td>
<td>Arcadia, CA 91006</td>
</tr>
<tr>
<td>47</td>
<td>Mr. Ray Grothus, General Manager and staff</td>
<td>Republic Services Inc.</td>
<td>14905 South San Pedro Street</td>
<td>Gardena, CA 90248</td>
</tr>
<tr>
<td>48</td>
<td>Mr. Jesus Sanchez, Operations Manager</td>
<td>Republic Services Inc.</td>
<td>14905 South San Pedro Street</td>
<td>Gardena, CA 90247</td>
</tr>
<tr>
<td>49</td>
<td>Ms. Dawn Harris, Municipal Services Manager</td>
<td>Republic Services Inc.</td>
<td>14905 South San Pedro Street</td>
<td>Gardena, CA 90247</td>
</tr>
<tr>
<td>50</td>
<td>Mr. Korey Bradbury, Operations Manager and staff</td>
<td>California Water Service Company</td>
<td>2632 West 237th Street</td>
<td>Torrance, CA 90505-5272</td>
</tr>
<tr>
<td>51</td>
<td>Ms. Kristen Raig</td>
<td>RHCA Manager and staff</td>
<td>1 Portuguese Bend Road</td>
<td>Rolling Hills, CA 90274</td>
</tr>
<tr>
<td></td>
<td>Name</td>
<td>Company</td>
<td>Address</td>
<td>City, State Zip</td>
</tr>
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<td>----------------------------------------</td>
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<tr>
<td>52</td>
<td>Ms. Susan Sifuentes-Trigueros District Manager and staff</td>
<td>Southern California Gas Company</td>
<td>2922 - 182nd Street</td>
<td>Redondo Beach, CA 90278-3922</td>
</tr>
<tr>
<td>53</td>
<td>Ms. Connie Turner, Region Manager and staff</td>
<td>Southern California Edison</td>
<td>505 Maple Street</td>
<td>Torrance, CA 90503</td>
</tr>
<tr>
<td>54</td>
<td>Mr. Jonathan R. Shull Executive Director and Staff</td>
<td>California Joint Powers Insurance Authority</td>
<td>8081 Moody St.</td>
<td>La Palma, CA 90623</td>
</tr>
<tr>
<td>55</td>
<td>Melaina Francis Regional Risk Manager</td>
<td>California Joint Powers Insurance Authority</td>
<td>8081 Moody St.</td>
<td>La Palma, CA 90623</td>
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<tr>
<td>56</td>
<td>Abraham Han Administrative Analyst</td>
<td>California Joint Powers Insurance Authority</td>
<td>8081 Moody St.</td>
<td>La Palma, CA 90623</td>
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<tr>
<td>57</td>
<td>Ms. Heidi Luce</td>
<td></td>
<td>3911 Steamlee Ave.</td>
<td>Long Beach, CA 90808</td>
</tr>
</tbody>
</table>
TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL
FROM: ELAINE JENG, P.E., CITY MANAGER
DATE: OCTOBER 28, 2019
ATTACHMENTS:

1. MEMORANDUM OF UNDERSTANDING BETWEEN THE PALOS VERDES PENINSULA UNIFIED SCHOOL DISTRICT AND THE CITIES OF RANCHO PALOS VERDES, ROLLING HILLS ESTATES, PALOS VERDES ESTATES AND ROLLING HILLS FOR THE SCHOOL RESOURCE OFFICER PROGRAM.
2. LETTER FROM SUPERINTENDENT CHERNISS, AUGUST 22, 2019.
3. SCHOOL RESOURCE OFFICER GUIDELINES.

BACKGROUND

At the February 14, 2019 Palos Verdes Peninsula Regional Law Enforcement Committee meeting, the PVPUSD introduced the idea of providing School Resource Officers on the District’s campuses to increase security and safety. A School Resource Officer is a full-time armed campus security officer, trained in school-based policing and crisis response. SROs are typically stationed at high school campuses, but can also work with staff at the middle and elementary schools using community-oriented policing concepts. Details regarding the SRO’s duties and responsibilities, funding, division of labor among the schools, and employment were discussed at the subsequent quarterly meetings. In
addition, City Managers were tasked with finding an equitable funding apportionment among the four cities.

DISCUSSION

On August 13, 2019, the PVPUSD Board of Directors approved a contract with Allied Universal for two full-time, armed SROs. The SRO positions have been filled by two former sworn Los Angeles County Sheriff’s Department sergeants – David Rozas (stationed at Peninsula High School) and Steven Moses (stationed at Palos Verdes High School). Both officers are available as a resource to Rancho Del Mar High School, as well as the middle and elementary schools. The SROs began their duties on August 26, 2019; and, at minimum, are on-duty from 7:30 a.m. to 4:00 p.m., Monday through Friday.

Under the terms of the MOU, PVPUSD would fund 50% of the cost of the two (2) SRO positions and the cities would fund the other 50%, with the cities’ share not to exceed $150,000 in aggregate. The table below shows the funding breakdown of each agency’s contribution for the two (2) full-time SROs; any cost exceedance above $300,000 will be funded by PVPUSD. The City of Rolling Hills’ share would not exceed $3,000.

<table>
<thead>
<tr>
<th>AGENCY</th>
<th>STUDENT ENROLLMENT</th>
<th>PORTION OF COST</th>
<th>RESIDENT POPULATION</th>
<th>PORTION OF COST</th>
<th>BLENDED RATE</th>
<th>PROPORTION OF COST USING BLENDED RATE</th>
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<td>3%</td>
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<td>$3,000*</td>
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</table>

*NOT-TO-EXCEED-AMOUNT

FISCAL IMPACT

The School Resource Officer Program will cost $3,000. Funding will come from FY 2019-2020 capital improvement program. PVPUSD will submit invoices on a quarterly basis to cities and provide information on the activities of the SROs.

RECOMMENDATION

Staff recommends the City Council approve the attached Memorandum of Understanding between PVPUSD and the Peninsula cities and fund the School Resource Officer Program using monies set aside for capital improvements for Fiscal Year 2019-2020.

-2-

2/35
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.

Page 1 of 16
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 B, 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 D 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 D.

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]
CITY OF RANCHO PALOS VERDES

By: ___________________________      Date: ___________________________
      Jerry Duhovic, Mayor

ATTEST:

By: ___________________________
      Emily Colborn, City Clerk

APPROVED AS TO FORM:

By: ___________________________
      William Wynder, City Attorney
CITY OF ROLLING HILLS ESTATES

By: ____________________ Date: ____________________
    Judy Mitchell, Mayor

ATTEST:

By: ____________________
    Heidi Luce, City Clerk

APPROVED AS TO FORM:

By: ____________________
    Donald Davis, City Attorney
CITY OF PALOS VERDES ESTATES

By: ___________________________                      Date: ___________________________
       Kenneth Kao, Mayor

ATTEST:

By: ___________________________
       Lauren Pettit, City Clerk

APPROVED AS TO FORM:

By: ___________________________
       Christi Hogin, City Attorney
CITY OF ROLLING HILLS

By: __________________________  Date: __________________________

   Leah Mirsch, Mayor

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 Cloyden 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
<table>
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<th>Proportion of Cost using Blended Rate (not-to-exceed amount)</th>
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</tbody>
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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.
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 Clinton
Title: Regional President
Address for Notices: 1551 N. Tustin Ave., Suite 650, Santa Ana, CA 92705

Date: ____________________________

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 contract.

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 cost set forth in Exhibit B.

18/35
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, 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 on 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 ($1,000,000,000). 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 any ordinary or grossly negligent actions or omissions in the performance of those 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.

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 professional, 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 its 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.

3. 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 .tif 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 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 subcontrac 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

<table>
<thead>
<tr>
<th>Location</th>
<th>Specify for each location:</th>
<th>Schedule of Coverage</th>
<th>Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>Palos Verdes Penninsula High School</td>
<td>Armed, Unarmed</td>
<td>Monday – Friday 7:30 am – 4 pm</td>
<td>40</td>
</tr>
<tr>
<td>Palos Verdes High School</td>
<td>Armed</td>
<td>Monday – Friday 7:30 am – 4 pm</td>
<td>40</td>
</tr>
<tr>
<td>Various District sites</td>
<td>Armed</td>
<td>As Needed</td>
<td>AS Needed</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Position</th>
<th>HPW</th>
<th>Wage Rate</th>
<th>Bill Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Armed Security Professional</td>
<td>80</td>
<td>48.08</td>
<td>65.39</td>
</tr>
</tbody>
</table>

- **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 include 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:

<table>
<thead>
<tr>
<th>For Location 1:</th>
<th>Unarmed</th>
<th>Armed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Security Professional Rate</td>
<td>$ per hour</td>
<td>$65.39 per hour</td>
</tr>
<tr>
<td>Security Professional Overtime* Rate</td>
<td>$ per hour</td>
<td>$98.08 per hour</td>
</tr>
<tr>
<td>Security Professional Holiday Rate</td>
<td>$ per hour</td>
<td>$98.08 per hour</td>
</tr>
<tr>
<td>Supervisor Regular Rate</td>
<td>$____ per hour</td>
<td>$____ per hour</td>
</tr>
<tr>
<td>Supervisor Overtime* Rate</td>
<td>$____ per hour</td>
<td>$____ per hour</td>
</tr>
<tr>
<td>Supervisor Holiday Rate</td>
<td>$____ per hour</td>
<td>$____ per hour</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>For Location 2:</th>
<th>Unarmed</th>
<th>Armed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Security Professional Rate</td>
<td>$____ per hour</td>
<td>$____ per hour</td>
</tr>
<tr>
<td>Security Professional Overtime* Rate</td>
<td>$____ per hour</td>
<td>$____ per hour</td>
</tr>
<tr>
<td>Security Professional Holiday Rate</td>
<td>$____ per hour</td>
<td>$____ per hour</td>
</tr>
<tr>
<td>Supervisor Regular Rate</td>
<td>$____ per hour</td>
<td>$____ per hour</td>
</tr>
<tr>
<td>Supervisor Overtime* Rate</td>
<td>$____ per hour</td>
<td>$____ per hour</td>
</tr>
<tr>
<td>Supervisor Holiday Rate</td>
<td>$____ per hour</td>
<td>$____ per hour</td>
</tr>
</tbody>
</table>
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.

Exhibit C p.5

28/35
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:


2. Firearms Qualifications and Training

3. Nonlethal Weapons and Training
<table>
<thead>
<tr>
<th></th>
<th>CITY OF ROLLING HILLS</th>
<th>Elaine Jeng</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Attn: Elaine Jeng, City Manager</td>
<td>E-mail: <a href="mailto:ejeng@cityofrh.net">ejeng@cityofrh.net</a></td>
</tr>
<tr>
<td></td>
<td>2 Portuguese Bend Road</td>
<td>Phone: 310 377-1521</td>
</tr>
<tr>
<td></td>
<td>Rolling Hills, CA 90274</td>
<td>Fax: 310-377-7288</td>
</tr>
<tr>
<td>2</td>
<td>CITY OF PALOS VERDES ESTATES</td>
<td>Carolyn Petru</td>
</tr>
<tr>
<td></td>
<td>Attn: Carolynn Petru, Interim City Manager</td>
<td>Email: <a href="mailto:citymanager@pvestates.org">citymanager@pvestates.org</a></td>
</tr>
<tr>
<td></td>
<td>340 Palos Verdes Drive West, Palos Verdes</td>
<td>Phone: 310-378-0383</td>
</tr>
<tr>
<td></td>
<td>Estates, CA 90274</td>
<td>Fax: 310-378-7820</td>
</tr>
<tr>
<td>3</td>
<td>CITY OF ROLLING HILLS ESTATES</td>
<td>Greg Grammer</td>
</tr>
<tr>
<td></td>
<td>Attn: Greg Grammer</td>
<td>Email: <a href="mailto:GregG@rollinghillsstatesca.gov">GregG@rollinghillsstatesca.gov</a></td>
</tr>
<tr>
<td></td>
<td>4045 Palos Verdes Drive North</td>
<td>Phone: 310-377-1577</td>
</tr>
<tr>
<td></td>
<td>Rolling Hills Estates, CA 90274</td>
<td>Fax: 310-377-4468</td>
</tr>
<tr>
<td>4</td>
<td>CITY OF RANCHO PALOS VERDES</td>
<td>Doug Willmore</td>
</tr>
<tr>
<td></td>
<td>Attn: Doug Willmore</td>
<td>E-mail: <a href="mailto:dwillmore@rpvca.gov">dwillmore@rpvca.gov</a></td>
</tr>
<tr>
<td></td>
<td>30940 Hawthorne Blvd.</td>
<td>Phone: (310) 544-5202</td>
</tr>
<tr>
<td></td>
<td>Rancho Palos Verdes, CA 90275</td>
<td>Fax: (310) 544-5291</td>
</tr>
<tr>
<td>5</td>
<td>PALOS VERDES PENINSULA UNIFIED SCHOOL DISTRICT</td>
<td></td>
</tr>
</tbody>
</table>
August 22, 2019

Greetings City Leaders.

I am writing to provide you an update on the PVPUSD School Resource Officers. We recently made the decision to work with Allied Universal, one of the world’s largest and most respected security firms, to handle the training, insurance and oversight of employing armed school resource officers on our school campuses. We are proud to announce that, in collaboration with Allied, we are in the process of onboarding two former Los Angeles County Sheriffs with extensive experience. Our two SROs are Retired Sergeant Dave Rozas and Retired Sergeant Steve Moses. I have attached their resumes for your review. Mr. Rozas will have a permanent office at Peninsula High School and Mr. Moses will be stationed at PV High though both gentleman will be available as a resource to our continuation high school as well as to all of our elementary and intermediate schools. Both gentleman will be starting at their respective campuses on Wednesday, August 28, 2019 which is day one with our students.

Included please find the PVPUSD School Resource Officer Guidelines our officers will be operating under. We have reviewed these guidelines collaboratively with both officers as well as with our administrative teams to ensure we are all on the same page and roll our new SRO program out effectively.

We are excited to see this collaborative effort between the District and the four cities on the hill come to fruition. We can’t thank you enough for your support in making our schools safer places for our students.

Sincerely,

Alex Cherniss, Ed.D.
 Superintendent of Schools

AC/mw
Palos Verdes Peninsula 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 non-lethal 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.)
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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.
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**School Security Officer Equipment and Training**

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2. Firearms Qualifications and Training
3. Nonlethal Weapons and Training
TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: ELAINE JENG, P.E., CITY MANAGER

SUBJECT: CONSIDER AND APPROVE PROPOSED DATES FOR THE CITY COUNCIL STRATEGIC PLANNING WORKSHOPS IN 2020.

DATE: OCTOBER 28, 2019

BACKGROUND

During the FY19-20 budget workshop in May 2019, the City Council approved staff’s recommendation to hold strategic planning workshops prior to the FY20-21 budget season. The strategic planning workshops are aimed to develop mission, vision and long term goals for the City.

DISCUSSION

The FY20-21 budget workshop will commence with the City Council receiving the mid-year budget and appropriation. In early April, the City Council will be discussing fiscal year priorities. The strategic planning workshops should take place prior to the April discussion of priorities for the next fiscal year. Crossing referencing the typical budget calendar of events, staff is proposing the following dates to hold the strategic planning workshops.

<table>
<thead>
<tr>
<th>Description</th>
<th>Proposed Meeting Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Strategic planning workshop</td>
<td>Saturday, January 11, 2020</td>
</tr>
<tr>
<td>City Identify</td>
<td>10am - 1pm</td>
</tr>
<tr>
<td>Mission, Vision, Core Values, Goal Setting</td>
<td>City Hall</td>
</tr>
<tr>
<td>2.</td>
<td>Priority setting for the next two fiscal years</td>
</tr>
<tr>
<td>3.</td>
<td>Develop budget items for FY 2020-2021</td>
</tr>
</tbody>
</table>

**FISCAL IMPACT**

Staff will be working on the agenda for the strategic planning workshops and getting recommendations from nearby local agencies that have conducted strategic planning sessions for reference. If the strategic planning workshops are facilitated by an outside party, there will be a cost associated with the hiring of a professional. The cost of a facilitator range from $10,000 to $25,000 depending on the number of meetings, the pre-meeting research/preparation and the deliverable. Staff will provide more information on the agenda for the workshops in November 2019.

**RECOMMENDATION**

Staff recommends the City Council approve the calendar of events for the strategic planning workshops in 2020.
TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL
FROM: ELAINE JENG, P.E., CITY MANAGER
SUBJECT: CONSIDER AND APPROVE PROFESSIONAL SERVICES AGREEMENT WITH HF&H CONSULTANTS, LLC. TO ASSIST THE CITY WITH THE AMENDMENT AND EXTENSION OF THE SOLID WASTE FRANCHISE AGREEMENT BETWEEN CITY AND REPUBLIC SERVICES.
DATE: OCTOBER 28, 2019
ATTACHMENT:

1. DRAFT PROFESSIONAL SERVICES AGREEMENT WITH HF&H CONSULTANTS.

BACKGROUND

The franchise agreement with Republic Services to provide solid waste collection, and disposal is due to expire on June 30, 2020. At the May 13, 2019 City Council meeting, members of the Council voted to have the Solid Waste Committee review the next step and report back to full Council. The Solid Waste Committee met with Republic Services on June 12, 2019, July 17, 2019, and August 7, 2019.

At the August 26, 2019 City Council meeting, per the recommendations of the Solid Waste Committee to continue services with Republic Services, Council directed staff to use a solid waste professional to draft a revised franchise agreement based on the following terms:

- Nine-year contract
• 7.4% service rate increase in year one (1) of contract
• Annual percentage increase per the Sewer, Trash, and Water Index in years two (2) and beyond with a maximum percent increase of 5% and a minimum percent increase of 3%

DISCUSSION

Staff contacted three solid waste professionals and discussed the City’s current status, recent discussions with Republic Services, feedback from the Solid Waste Committee, and requested professional opinions on the matter. Two of the three companies were referred by Republic Services. Staff reviewed past experiences of the three companies and found that HF&H Consultants has close working knowledge of Republic Services’ business model through a recent franchise agreement work on behalf of another Southbay city. Staff requested HF&H Consultants for a proposal to assist the City to prepare an updated franchise agreement. The proposal was shared with Republic Services and Republic Services was agreeable to the scope and price outlined by HF&H Consultants.

FISCAL IMPACT

Republic Services and the City will each contribute 50% to cover the consultant’s service fee. If the process results in the execution of a contract, Republic Services will absorb the entire cost of HF&H Consultant’s services. In the FY2019-2020 approved budget, there is sufficient money in the Refuse Fund for the City’s initial share of the fee of $15,000.

RECOMMENDATION

Staff recommends the City Council approve a professional services agreement with HF&H Consultants and authorize the City Manager to execute the agreement.
CITY OF ROLLING HILLS

AGREEMENT FOR CONSULTING SERVICES
(SOLID WASTE FRANCHISE NEGOTIATIONS)

THIS AGREEMENT FOR CONSULTING SERVICES (SOLID WASTE FRANCHISE NEGOTIATIONS) ("Agreement") is made and entered into as of ____________, by and between the CITY OF ROLLING HILLS, a municipal corporation ("City") and HF&H Consultants, LLC, a California limited liability corporation ("Consultant").

RECITALS

A. City desires to retain the Consultant to assist the City with the amendment and extension of the solid waste franchise agreement between the City and Republic Services.

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

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

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


2. Payment. City shall pay Consultant to prepare the franchise contract amendment with Republic Services on an hourly basis at the rates set forth in Exhibit A, not to exceed $30,000, inclusive of reimbursable costs, absent an amendment to this Agreement. Any services not provided for in this Agreement may be authorized by City in writing. Consultant shall submit invoices monthly for services performed the preceding month. City will make payment for all work performed to City’s satisfaction within 30 days of receipt of an invoice.

3. Term and Termination. The term of this Agreement shall commence upon execution by both parties and terminate upon completion of the services or January 31, 2020, whichever is earlier, unless extended by mutual agreement of the parties. Either party may terminate this Agreement at any time, with or without cause. In such event, Consultant shall be compensated for work satisfactorily accomplished up to the time of termination.

4. Insurance.
A. Without limiting Consultant’s obligations arising under paragraph 5- 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:** Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 00 01 covering "Any Auto" (Symbol 1), or the exact equivalent, covering bodily injury and property damage for all activities with limits of not less than $1,000,000 combined limit for each occurrence. If Consultant or Consultant’s employees will use personal automobiles in any way on this project, Consultant shall obtain evidence of personal automobile liability coverage for each such person.

ii. **General Liability,** insuring City its elected and appointed officers, agents, and employees from claims for damages for personal injury, including death, as well as from claims for property damage which may arise from Consultant’s actions under this Agreement, whether or not done by Consultant or anyone directly or indirectly employed by Consultant. Such insurance shall have limits of not less than $1,000,000 per occurrence and no less than $2,000,000 in the general aggregate.

iii. **Worker’s Compensation Insurance** as required by the State of California and Employer’s Liability Insurance with a limit of not less than $1,000,000 per accident for bodily injury and disease. In addition, if Consultant obtains City’s written consent to employ a subcontractor, Consultant shall also require any and every subcontractor to similarly maintain Worker’s Compensation Insurance in accordance with the laws of the State of California for all of the subcontractor’s employees. Any notice of cancellation or non-renewal of all Workers’ Compensation policies must be received by the City at least thirty (30) days prior to such change. The insurer shall agree to waive all rights of subrogation against the City, its officers, agents, employees, and volunteers for losses arising from work performed by the Consultant for the City.

B. **Endorsements.** Each general liability and automobile liability insurance policy shall be issued by insurers possessing a Best's rating of no less than A+: VII. Each general liability and automobile liability insurance policy shall be endorsed with the language of Sections (i) – (vi) below. Consultant also agrees to require all consultants and subconsultants to do likewise.

(i) **Additional Insured Clause.** "The CITY, its elected or appointed officers, officials, employees, agents, and volunteers are to be covered as additional insureds with respect to liability arising out of work performed by or on behalf of the Consultant, including materials, parts, or equipment furnished in connection with such work or operations."

(ii) **Primary Insurance Clause.** This policy shall be considered primary insurance as respect to the CITY, its elected or appointed officers, officials, employees, agents, and volunteers. Any insurance maintained by the CITY, including any self-insured retention the CITY may have,
shall be considered excess insurance only and shall not contribute to this policy.

(iii) Separation of Insured Clause. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.

(iv) Failure to Report to Insurer. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its elected or appointed officers, officials, employees, agents, or volunteers.

(v) Waiver of Right to Subrogation Clause. Consultant, and its insurer through endorsement, waives all rights of subrogation against the City, its elected or appointed officers, officials, employees, or agents regardless of the applicability of any insurance proceeds, and agrees to have all subcontractors and subcontractors’ insurers through endorsement, to do likewise.

(vi) Notice of Change in Insurance. The insurance provided by this policy shall not be suspended, voided or reduced in coverage or in limits except after thirty (30) days’ written notice has been submitted to the City and approved of in writing, except in the case of cancellation, for which ten (10) days’ written notice shall be provided.

C. Notice to City. Consultant agrees to provide immediate notice to City of any claim or loss against Consultant arising out of the work performed under this Agreement. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City. Consultant also agrees to provide immediate written notice to City if any insurance policy listed above is suspended, voided, or reduced in coverage or limits. Consultant agrees to have all subconsultants to do likewise.

D. Claims-made policies. Should any of the required insurance be provided under a claims-made form, Consultant shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of three years beyond the expiration of this Agreement, to the effect that should occurrences during the Agreement term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.

E. Defense costs. Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general aggregate limit shall double the occurrence or claims limits specified above.

F. Certificates of Insurance. The Consultant shall provide certificates of insurance with original endorsements to the City as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the City on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with the City at all times during the term of this Agreement. The Consultant shall provide written
evidence of current automobile coverage to comply with the automobile insurance requirement.

G. Failure to Procure Insurance. Failure on the part of the Consultant to procure or maintain required insurance shall constitute a material breach of this Agreement under which the City may terminate this Agreement.

5. **Indemnity.** To the fullest extent permitted by law, Consultant shall defend (with counsel of City’s choosing), indemnify and hold the City, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subconsultants, or agents in connection with the performance of the Consultant’s Services, including without limitation the payment of all damages, expert witness fees and attorney’s fees and other related costs and expenses. Consultant’s obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the City, its officials, officers, employees, agents, or volunteers. The obligations established by this paragraph will survive termination of this Agreement.

6. **Quality of Work Performed.** Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them.

7. **Personnel.** Consultant shall not subcontract the work.

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

9. **Assignment.** This Agreement is not assignable nor the performance of either party’s duties delegable without the prior written consent of the other party. Any attempted or purported assignment or delegation of any of the rights or obligations of either party without the prior written consent of the other shall be void and of no force and effect.

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

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

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

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

**CITY:**
City Manager  
City of Rolling Hills  
2 Portuguese Bend Road  
Rolling Hills, California 90274

**CONSULTANT:**
HF&H Consultants, LLC  
19200 Von Karman Avenue, Ste 360  
Irvine, CA 92612  
(949) 251-8628

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

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

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

17. **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 for themselves, their heirs, executors, administrators, successors, and assigns do hereby agree to the full performance of the covenants herein contained and have caused this Agreement to be executed in triplicate by setting hereunto their names, titles, hands, and seals this ___ day of October 2019.

Consultant:  
__________________________________________  
Laith B. Ezzet, CMC, Senior Vice President

City:  
__________________________________________  
Elaine Jeng, City Manager of the City of Rolling Hills

Attest:  
__________________________________________  
Yohana Coronel, City Clerk of the City of Rolling Hills
October 8, 2019

Ms. Elaine Jeng, P.E.
City Manager
City of Rolling Hills
2 Portuguese Bend Road
Rolling Hills, California 90274

Re: Proposal to Provide Solid Waste Consulting Services

Thank you for providing HF&H Consultants the opportunity to submit this proposal to the City of Rolling Hills (City). As requested, please find below a brief summary of our firm’s contracting experience, along with a proposed scope of work and fee estimate.

Solid waste contract development and negotiations are a core part of our business, amounting to approximately one third of our annual revenues. Since its founding almost 30 years ago, HF&H has performed over 100 solid waste and recycling service procurements and contract development and negotiations projects. These types of projects have included planning of diversion programs and collection services, preparing RFPs, evaluating proposals, drafting and negotiating contracts for collection of solid waste, recyclable materials, organic materials, processing services, and disposal services. All of these engagements include working in collaboration with client staff and preparing for, facilitating, and making presentations at meetings with client staff, City Councils/Board of Supervisors, and in other public forums. HF&H offers the City the benefit of our experience and lessons learned through all of these projects.

Please do not hesitate to contact Laith Ezzet via email at lezzet@hfh-consultants.com or via telephone at (949) 251-8902, or Debbie Morris via email at dmorris@hfh-consultants.com or via telephone at (949) 251-1106 if you have any questions or require additional information.

Very truly yours,

HF&H CONSULTANTS, LLC

Laith B. Ezzet, CMC
Senior Vice President

Debbie Morris, CMC
Senior Project Manager
Scope of Work, Projected Cost and Project Schedule

Background

Allied Waste Industries (Allied) and the City of Rolling Hills (City) entered into an agreement in June 1995 for solid waste collection service. The agreement was amended three times: March 2000, May 2005 and May 2009. In April 2010, the City entered into a new 5-year agreement with Allied. In 2013, Allied was acquired by Consolidated Disposal Service, LLC, doing business as Republic Services. In 2015, the City Council extended the agreement with Republic Services to June 30, 2020.

On August 26, 2019, the City Council approved the City Manager’s recommendation to extend the agreement with Republic Services with the following terms that were negotiated by City staff and the City Council subcommittee:

- A 9-year term ending June 30, 2029
- A first year rate adjustment of 7.4%
- Subsequent annual rate adjustments to be based on the annual change to Water and Sewer and Trash Collection Services in U.S. city average, all urban consumers, not seasonally adjusted (CUUR0000SEHG)
- A minimum annual rate adjustment of 3%, and maximum annual rate adjustment of 5% for years 2 through 8 of the agreement

Additionally, on August 26, 2019, the City Council approved the hiring of a solid waste consultant to draft the amended agreement.

Study Objectives

The objectives of this engagement are to amend the current agreement to include the terms that have been negotiated between the City and Republic, and update the agreement to comply with regulatory requirements and industry standard terms and conditions. As stated in our scope of work below, in order to accomplish the objectives, HF&H will:

- Prepare a profile of the agreement comparing and contrasting the current agreement terms and conditions to industry standard enhanced options;
- Prepare a “redlined” draft of the updated agreement including the previously negotiated items, and other enhancements selected by the City from our profiling of the agreement; and,
- Update the agreement, once, after review by City staff.

Scope of Work

Task 1: Prepare for and Attend Kick-Off Meeting

HF&H staff will prepare for and facilitate a kick-off meeting with City staff to confirm the contracting objectives and project schedule. The result of the meeting will be a document confirming the contracting strategy and project schedule.
To guide our meeting, we will prepare a meeting document (Contract Profile) including existing services compared and contrasted to enhanced options that the City may wish to consider. We will include our preliminary recommendations for discussion in the Contract Profile.

Our meeting document will facilitate an informed discussion of solid waste and recycling practices and services, including the latest trends in the industry, existing and upcoming relevant regulatory requirements, and other important developments, and, most importantly, how these items may impact the City and its solid waste contracting needs. It is important that the City have a realistic understanding of not only what is changing in the industry in general, but what is specifically available now and in the near future to the City of Rolling Hills.

**Task 2: Develop New Contract Provisions & Prepare Updated Franchise Agreement**

HF&H will incorporate the terms that the City has previously negotiated with Republic Services, as well as address current regulatory requirements (such AB 1594, and SB 1383), and update other terms of the agreement to reflect modern best practices. HF&H has an extensive library of franchise agreements throughout California to draw upon for examples of performance standards, service options, diversion requirements, and rate adjustment methodologies for the City’s consideration.

Based on the discussions with City staff, we will revise the current franchise agreement in “strike and replace” to include the negotiated terms and the desired services and contract terms. City staff, including the City Attorney, will subsequently review the draft amended agreement, and the City will be responsible for consolidating comments from the City’s various reviewers into a single “strike and replace” format of the draft agreement, which we will then use to prepare an updated draft agreement. The City will then utilize the draft agreement in its negotiations with Republic, and the City will finalize the agreement based on any changes to the final negotiated terms.

**Task 3: Attend City Council Meeting for Approval of Amended Agreement**

We have budgeted to attend one meeting of the City Council when the Council considers the amended agreement for approval.

**Project Costs**

We will perform the work based on time and materials. The estimated budget is $30,000. Our scope of work and fee estimate does not include negotiations with Republic Services regarding additional terms that the City has selected to include in the amended agreement. Should the City desire HF&H to assist in negotiations we will be happy to provide a cost estimate for those negotiations at the request of the City.

We will bill you once per month based on the number of hours worked and expenses incurred. Payment is due within 30 days of invoicing.

Hourly rates through December 31, 2019 are listed below.

<table>
<thead>
<tr>
<th>Position</th>
<th>Rate</th>
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<tbody>
<tr>
<td>Senior Vice President</td>
<td>$285</td>
</tr>
<tr>
<td>Senior Project Manager</td>
<td>$255</td>
</tr>
<tr>
<td>Senior Associate/Project Manager</td>
<td>$195 - $219</td>
</tr>
<tr>
<td>Associate Analyst</td>
<td>$145 - $185</td>
</tr>
<tr>
<td>Assistant Analyst</td>
<td>$120 - $140</td>
</tr>
<tr>
<td>Administrative Staff</td>
<td>$99</td>
</tr>
</tbody>
</table>
Expenses will be billed as follows:
Outside Document Reproduction          Actual Cost
Postage, Overnight Mail and Couriers    Actual
Mileage                                 Standard IRS Allowance Per Mile

Project Schedule

Dependent upon hauler cooperation, typically an amended solid waste agreement can be completed within approximately three months from project initiation and our budget reflects this time line.