



## CITY *of* CALABASAS

**CITY COUNCIL AGENDA  
REGULAR MEETING – WEDNESDAY, JUNE 10, 2020  
VIA ZOOM TELECONFERENCE  
[www.cityofcalabasas.com](http://www.cityofcalabasas.com)**

### **IMPORTANT NOTICE REGARDING THE JUNE 10, 2020 COUNCIL MEETING**

This meeting is being conducted utilizing teleconferencing and electronic means consistent with Governor Newsom's Executive Order N-29-20, regarding the COVID-19 pandemic. The live stream of the meeting may be viewed on the City's CTV Channel 3 and/or online at <http://www.cityofcalabasas.com/>. In accordance with the Governor's Executive Order, the public may participate in the meeting using the following steps:

From a PC, Mac, iPhone or Android device please go to:

<https://us02web.zoom.us/j/81174775228?pwd=M3J2aVhYTWhwUzNjaldxZk1QMkhhUT09>

**Webinar ID: 811 7477 5228  
Password: 837942**

From a telephone, Dial (for higher quality, dial a number based on your current location): US:  
1 669 900 9128 or +1 346 248 7799 or +1 253 215 8782 or  
+1 301 715 8592 or +1 312 626 6799 or +1 646 558 8656

Members of the public wishing to address the City Council during public comment or during a specific agenda item, please press "Raise Hand" if you are joining via Zoom. Please press \*9 if you are joining via phone. Please state your name and the City you live in. You will be allowed three minutes to address the Council.

## **OPENING MATTERS – 7:00 P.M.**

Call to Order/Roll Call of Councilmembers  
Pledge of Allegiance  
Approval of Agenda

## **PRESENTATIONS – 7:10 P.M.**

- Annual book donation by the Las Virgenes Municipal Water District

## **ANNOUNCEMENTS/INTRODUCTIONS – 7:20 P.M.**

## **ORAL COMMUNICATION – PUBLIC COMMENT – 7:30 P.M.**

## **CONSENT ITEMS – 7:40 P.M.**

1. Approval of meeting minutes from May 20, May 27 and May 28 2020
2. Annual progress report for 2019 regarding the City of Calabasas 2030 General Plan 2014-2021 Housing Element
3. Recommendation to award a construction contract for the 2020 Street Resurfacing Project, Specification No. 19-20-04, to All American Asphalt for the total amount of \$822,000
4. Recommendation to approve a professional services agreement with Ideal General Services for the operation of the City's Dial-a-Ride Program for the duration of one (1) year in an amount not to exceed \$192,000
5. Recommendation to reject all bids for the Wild Walnut Park Improvement Project, Specification No. 19-20-03
6. Recommendation to award a construction contract to C.A. Rasmussen, Inc. in the amount of \$3,844,145.25 for the Rondell Smart Park Project, Specification No. 19-20-06
7. Adoption of Resolution No. 2020-1684, levying special taxes within the City of Calabasas Community Facilities District No. 98-1, Special Tax Refunding Bonds, Series 2018; and adoption of Resolution No. 2020-1685, levying special taxes within the City of Calabasas Community Facilities District No. 2001-1, Special Tax Refunding Bonds, Series 2017

8. [Recommendation to approve professional services agreements with Converse Consultants and NV5 West, Inc. for on-call and as-needed material testing and special inspection services for City's Capital Improvement Program and recoverable projects in an amount not to exceed \\$100,000 for each firm for a three-year term](#)
9. [Adoption of Resolution No. 2020-1686, confirming the City Manager/Director of Emergency Services' Local Emergency Executive Orders issued pursuant to the March 16, 2020, Local Emergency Declaration in response to the Novel Coronavirus Covid-19 Pandemic](#)

**PUBLIC HEARING – 7:50 P.M.**

10. [Public Hearing regarding Landscape Lighting Act District Nos. 22, 24, 27, & 32 Levy of Assessments; Adoption of Resolution 2020-1667, approving a final Engineer's Report in connection with Landscape Lighting Act District Nos. 22, 24, 27, 32 and confirming diagrams and assessments for such districts for Fiscal Year 2020-2021](#)

**NEW BUSINESS – 8:00 P.M.**

11. [Update on "Calabasas Open" Small Business Grants Program](#)
12. [Discussion of and direction to staff on the FY 2020-2021 and FY 2021-2022 budget](#)

**INFORMATIONAL REPORTS – 9:40 P.M.**

13. [Check Register for the period of May 19-June 1, 2020](#)

**TASK FORCE REPORTS – 9:45 P.M.**

**CITY MANAGER'S REPORT – 9:50 P.M.**

**FUTURE AGENDA ITEMS – 9:55 P.M.**

**ADJOURN – 10:00 P.M.**

The City Council will adjourn to their regular meeting scheduled on Wednesday, June 24, 2020, at 7:00 p.m.

**MINUTES OF A SPECIAL MEETING OF  
THE CITY COUNCIL OF THE CITY OF CALABASAS, CALIFORNIA  
HELD WEDNESDAY, MAY 20, 2020**

Mayor Weintraub called the meeting to order at 3:00 p.m. via Zoom Teleconference.

**ROLL CALL**

Present: Mayor Weintraub, Mayor pro Tem Bozajian and Councilmembers Gaines, Maurer and Shapiro

Absent: None

**CLOSED SESSION**

1. Public Employment-Interim City Manager

**The City Council recessed at 3:50 p.m.**

**The City Council reconvened at 4:00 p.m.**

**The City Council recessed at 4:47 p.m. and continued the meeting to Thursday, May 21, 2020, at 4:00 p.m.**

Mayor Weintraub reconvened the meeting at 4:01 p.m. via Zoom Teleconference.

Present: Mayor Weintraub, Mayor pro Tem Bozajian and Councilmembers Gaines, Maurer and Shapiro

Absent: None

**CLOSED SESSION**

1. Public Employment-Interim City Manager

**ADJOURN**

The City Council adjourned the meeting at 4:48 p.m. to their next regular meeting scheduled on Wednesday, May 27, 2020, at 7:00 p.m.

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Maricela Hernandez, City Clerk  
*Master Municipal Clerk*  
*California Professional Municipal Clerk*

**MINUTES OF A SPECIAL MEETING OF  
THE CITY COUNCIL OF THE CITY OF CALABASAS, CALIFORNIA  
HELD WEDNESDAY, MAY 27, 2020**

Mayor Weintraub called the meeting to order at 6:30 p.m. via Zoom Teleconference.

**ROLL CALL**

Present: Mayor Weintraub, Mayor pro Tem Bozajian and Councilmembers Gaines, Maurer and Shapiro  
Absent: None  
Others: City Attorney, Scott H. Howard and Assistant City Attorney, Matthew T. Summers

**CLOSED SESSION**

1. Public Employee Appointment – City Manager

The City Council considered the matter and concurred to start accepting applications for a permanent City Manager as of May 28, 2020.

**ADJOURN**

The meeting adjourned at 6:50 p.m. to a regular meeting on Wednesday, May 27, 2020, at 7:00 p.m. and a Special meeting on Thursday, May 28, 2020, at 12:30 p.m.

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Maricela Hernandez, City Clerk  
*Master Municipal Clerk*  
*California Professional Municipal Clerk*

**MINUTES OF A REGULAR MEETING OF  
THE CITY COUNCIL OF THE CITY OF CALABASAS, CALIFORNIA  
HELD WEDNESDAY, MAY 27, 2020**

Mayor Weintraub called the meeting to order at 7:06 p.m. via Zoom Teleconferencing.

**ROLL CALL**

Present: Mayor Weintraub, Mayor pro Tem Bozajian, Councilmembers Gaines, Maurer and Shapiro  
Absent: None  
Staff: Ahlers, Bingham, Hernandez, Klein, McConville, Summers, Tamuri and Yalda

**PLEDGE OF ALLEGIANCE**

The Pledge of Allegiance was led by Mayor Weintraub

**APPROVAL OF AGENDA**

**Councilmember Gaines moved, seconded by Councilmember Shapiro to approve the agenda. MOTION CARRIED 5/0 by Roll Call as follows:**

AYES: Mayor Weintraub, Mayor pro Tem Bozajian, Councilmembers Gaines, Maurer and Shapiro

Mr. Summers reported that the City Council met in Closed Session prior to this meeting to consider the recruitment of a permanent City Manager; and announced that the City will begin accepting applications as of May 28, 2020. In addition, he provided clarification about confusion during agenda distribution the evening of Friday, May 22, 2020.

**ANNOUNCEMENTS/INTRODUCTIONS**

Members of the Council made the following announcements:

Councilmember Gaines:

- Thanked all the residents and local businesses for their tremendous cooperation during the pandemic.
- Reminded everyone about Memorial Day.
- Expressed his condolences to the families that have lost loved ones during these difficult times.

Councilmember Shapiro:

- Reminded everyone that orders and regulations pertaining to the pandemic are changing rapidly and encouraged everyone to stay informed by visiting the City website.

Mayor pro Tem Bozajian:

- The AHCC will remain closed until January 1, 2021.

Councilmember Maurer:

- Acknowledged community members watching Council meetings and encouraged everyone to share their feedback regarding agenda items.
- Acknowledged the Calabasas Rotary Club for supporting two local food pantries as well as the LVUSD for providing meals for students.

Mayor Weintraub:

- Thanked her colleagues for all of their hard work during the pandemic. She reported that there are currently 59 cases of Covid-19 in the community, 47 of those cases are from the Silverado Calabasas Memory Care Community and 2 are from Belmont Village.
- Reminded everyone that the orders issued by Governor Newsom are changing rapidly and businesses will be reopening in phases.
- Shared Councilmember Gaines and she are the Council Liaisons for the Economic Development Team that is working on a reopening plan for the community.

### **ORAL COMMUNICATIONS – PUBLIC COMMENT**

Shawn Younan spoke on Consent Item No. 3. Rachel Harrison, Chad Kroeger, John Park and Charlotte Meyer spoke during public comment.

### **CONSENT ITEMS**

1. Approval of meeting minutes from April 22, April 30, May 11, May 15 and May 18, 2020
2. Adoption of Resolution No. 2020-1680, authorizing and approving the execution of a Cooperation Agreement with Los Angeles Urban County Community Development Block Grant Program for Fiscal Years 2021-2024
3. Adoption of Ordinance No. 2020-383, prohibiting the sale and distribution of electronic cigarettes within the City of Calabasas
4. Adoption of Resolution No. 2020-1669, authorizing application for, and receipt of, Local Early Action Planning Grants Program Funds
5. Adoption of Resolution No. 2020-1662, recommendation from Planning Commission to change meeting start time to 6 p.m.
6. Adoption of Resolutions No. 2020-1677, 1678 and 1679 regarding the Calabasas General Municipal Election to be held on November 3, 2020
7. Recommendation to award a contract in an amount not to exceed \$110,000 to Haynes Building services for janitorial services for Calabasas City Hall, Library and Senior Center for a period of one year
8. Adoption of Resolution No. 2020-1671 to include a list of projects funded by Senate Bill 1 (The Road Repair and Accountability Act) to the Fiscal Year 2020-21 budget for Capital Improvement Program

9. Recommendation to reject all bids for the Mulholland Highway Gap Closure Project, Specification No. 19-20-02

Mayor pro Tem Bozajian requested Item Nos. 3, 5 and 6 be pulled. Councilmember Maurer Consent Item Nos. 4 and 7 be pulled. Mayor Weintraub requested Item No. 9 be pulled.

Mary Hubbard spoke on Consent Item No. 4.

**After discussion of Consent Item Nos. 3, 4, 5, 6, 7 and 9, Councilmember Shapiro moved, seconded by Councilmember Maurer to approve Consent Item Nos. 1-6 and 8-9. Professional Services Agreement under Consent Item No. 7 was approved for one month only. MOTION CARRIED 5/0 by Roll Call as follows:**

**AYES: Mayor Weintraub, Mayor pro Tem Bozajian, Councilmembers Gaines, Maurer and Shapiro**

**Councilmember Gaines stated that he was in support of staff's recommendation about Consent Item No. 7.**

### **NEW BUSINESS**

10. Public meeting regarding Landscape Maintenance District No. 22 and Landscape Lighting Act District Nos. 22, 24, 27 & 32 Assessment Proceedings

Mr. Yalda presented the report.

**No action was taken on this item.**

11. Discussion of recommendation from the Economic Development Taskforce to expand outdoor dining areas during the Coronavirus Public Health Emergency

Ms. Tamuri presented the report.

Alex Levy and Rachel Harrison spoke during Item No. 11.

**Direction provided by staff.**

12. Consideration of "Calabasas Open" Small Business Grants Program – Authorization to Create and Administer a Small Businesses Reopening and COVID-19 Pandemic Response Grants Program

Mr. McConville presented the report.

**Mayor pro Tem Bozajian moved, seconded by Councilmember Maurer to approve Item No. 12. MOTION CARRIED 5/0 by roll call as follows:**

**AYES: Mayor Weintraub, Mayor pro Tem Bozajian, Councilmembers Gaines, Maurer and**



Shapiro

13. Adoption of Resolution No. 2020-1683, appointment and employment contract for interim City Manager

**Mayor pro Tem Bozajian moved, seconded by Councilmember Maurer to approve Item No. 13. MOTION CARRIED 5/0 by roll call as follows:**

AYES: Mayor Weintraub, Mayor pro Tem Bozajian, Councilmembers Gaines, Maurer and Shapiro

### **INFORMATIONAL REPORTS**

14. Check Register for the period of April 14 through May 18, 2020

**No action taken on this item.**

### **TASK FORCE REPORTS**

Councilmember Shapiro reported his participation in meetings with SCAG CHD and the Regional Council. He also reported that Mayor Weintraub and he met with the MYC on May 26. The MYC are organizing a drive in movie night as well as a special event for those at the Silverado Community.

Councilmember Gaines reported his participation in a meeting with the VICA Board of Directors who are working to with local businesses seeking financial assistance. He further reported that May 28 will be his first meeting as Chairman with the Valley Economic Alliance and will be adopting a strategic plan for Valley recovery.

Councilmember Maurer reported that Councilmember Gaines and she participated in a meeting with The Tree People.

Mayor pro Tem Bozajian reported that the summer events for the League of California Cities and the CCCA have been moved to virtual meetings, postponed and/or canceled.

Mayor Weintraub reported her participation in a COG meeting and a SCAG transportation committee regarding the pandemic. In addition to several Economic Development subcommittee meetings focusing on the reopening of businesses.

### **CITY MANAGER'S REPORT**

None.

### **FUTURE AGENDA ITEMS**

Mayor pro Tem Bozajian requested follow up on LA County's response is regarding

the March 3 Election issues.

**ADJOURN**

The meeting adjourned at 9:50 p.m. to the next regular scheduled meeting of Wednesday, June 10, 2020, at 6:00 p.m.

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Maricela Hernandez, City Clerk  
*Master Municipal Clerk*  
*California Professional Municipal Clerk*

**MINUTES OF A SPECIAL MEETING OF  
THE CITY COUNCIL OF THE CITY OF CALABASAS, CALIFORNIA  
HELD THURSDAY, MAY 28, 2020**

Mayor Weintraub called the meeting to order at 12:31 p.m. via Zoom Teleconference.

**ROLL CALL**

Present: Mayor Weintraub, Mayor pro Tem Bozajian and Councilmembers Gaines, Maurer and Shapiro  
Absent: None  
Others: Interim City Manager, Ray Taylor; Assistant City Attorney, Matthew T. Summers; and Chief Financial Officer, Ron Ahlers

**CLOSED SESSION**

1. Conference with Legal Counsel; Initiation of Litigation  
(Gov't Code section 54956.9(d)(4))  
Number of Potential Cases: 1

The City Council considered one item, namely initiation of litigation. After receiving a presentation from staff and counsel, the City Council voted unanimously to initiate litigation. The particulars of the case, including the party against whom the City will be initiating litigation, shall be disclosed upon request by any person once the lawsuit is formally commenced.

**ADJOURN**

The meeting adjourned at 12:45 p.m. to the next regular meeting of Wednesday, June 10, 2020, at 7:00 p.m.

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Maricela Hernandez, City Clerk  
*Master Municipal Clerk*  
*California Professional Municipal Clerk*



**CITY of CALABASAS**  
**CITY COUNCIL AGENDA REPORT**

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**DATE:** JUNE 1, 2020

**TO:** HONORABLE MAYOR AND COUNCILMEMBERS

**FROM:** MAUREEN TAMURI, COMMUNITY DEVELOPMENT DIRECTOR, AICP  
MICHAEL KLEIN, SENIOR PLANNER, AICP *MAK*

**SUBJECT:** ANNUAL PROGRESS REPORT FOR 2019 REGARDING THE CITY OF CALABASAS 2030 GENERAL PLAN 2014-2021 HOUSING ELEMENT

**MEETING DATE:** JUNE 10, 2020

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**SUMMARY RECOMMENDATION:**

Receive and file the attached annual progress report for 2019 regarding the City of Calabasas 2030 General Plan 2014-2021 Housing Element.

**BACKGROUND:**

California Government Code § 65400 (b) requires filing of an annual progress report regarding the Housing Element of the General Plan for all cities and counties. The annual report must be delivered to the City Council, the State Office of Planning and Research, and the California Department of Housing and Community Development ("HCD"). This agenda item meets the statutory requirements.

The 2008-2014 Housing Element was adopted by City Council on December 10, 2008 as part of the City's 2030 General Plan update, and the Element was approved and certified as being compliant with State housing law by HCD on April 23, 2009. That Housing Element was updated and replaced by the 2014-2021 Housing Element on September 11, 2013, and the Element was approved and certified as being compliant with State housing law by HCD on July 19, 2013. The attached 2019 Annual Progress Report (Attachment A) was prepared based on the

2014-2021 Housing Element and the 5<sup>th</sup> Regional Housing Needs Allocation (RHNA) cycle.

**DISCUSSION/ANALYSIS:**

**Summary of Production:** The attached progress report summarizes residential building activity, 5<sup>th</sup> cycle RHNA progress, and progress of housing program implementation for the calendar year of 2019. The report was prepared on forms provided by HCD, using definitions adopted by HCD. Previous reports had focused primarily on the issuance of building permits; however, HCD has adopted new reporting requirements that now include tracking the status of new housing development projects. In other words, the state has begun collecting data on what kind of housing projects are submitted to local jurisdictions and which projects are either approved, approved with less units than permitted, or denied.

Table A2 of the progress report (which is replicated below) documents all residential building activity, based on building permits issued from January 1 to December 31 of 2019.

<b>2019 Building Activity (Table A2)</b>	
<b>Income Category</b>	<b>New Units Constructed in 2019</b>
Very Low	0
Low	0
Moderate	0
Above Moderate	10
<b>TOTALS:</b>	<b>10</b>

The Entitlement Activity Table of the progress report (replicated below) documents all proposed new residential housing development activity, based on projects that received entitlements from January 1 to December 31, 2019. Note that entitled projects do not count towards progress of meeting RHNA.

<b>2019 Entitlement Activity (Summary Table)</b>	
<b>Income Category</b>	<b>New Units Entitled in 2019</b>
Very Low	0
Low	0
Moderate	0
Above Moderate	12
<b>TOTALS:</b>	<b>12</b>

Table B of the progress report (which is replicated below) documents the total number of residential units that have received building permits during the City’s 5<sup>th</sup> cycle RHNA, since the reporting period began in 2014.

<b>2014-2019 Building Summary (Table B)</b>			
<b>Income Category</b>	<b>Assigned RHNA</b>	<b>New Units Constructed 2014-2018</b>	<b>Remaining RHNA</b>
Very Low	88	12	76
Low	54	0	54
Moderate	57	8	49
Above Moderate	131	179	0
<b>TOTALS:</b>	<b>330</b>	<b>199</b>	<b>179</b>

As stated in the table above, there have been 199 new residential units constructed in the City between 2014 and 2019. Because 179 of those units were above moderate income, the surplus of those units cannot serve as a substitute for the affordable category units. Therefore, there are 179 units remaining to be built in the 5<sup>th</sup> RHNA cycle.

The twelve (12) units identified above in the “Very Low” income category are in the Avanti and Paxton developments, while the units identified in the “Above Moderate” income category are a combination of new market-rate condo/townhouse units, single-family dwellings and Accessory Dwelling Units (ADUs). Per HCD criteria, an ADU may only be counted as affordable if there is a long term covenant or the property owner has provided evidence that the ADU will be rented at an affordable rate or occupied without rent.

**Housing Element Programs Implementation:** Under CA Housing law, each jurisdiction is required to identify specific programs in its housing element that will allow it to implement the stated policies and achieve the stated goals and objectives. Programs shall include specific action steps that the jurisdiction will take to implement its policies and achieve its goals and objectives. Programs shall also include a specific timeframe for implementation, identify agencies responsible for implementation, and (whenever possible) identify measurable outcomes. The City is required to include its progress towards achieving these programs in the annual Housing Element progress report to HCD.

Consistent with the above requirements, the City’s 2014-2021 Housing Element identifies strategies and programs that focus on: 1) conserving and improving existing housing; 2) providing adequate housing sites; 3) assisting in the provision

of affordable housing; 4) removing governmental constraints to housing development; and 5) promoting fair and equal housing opportunities. The following table from the progress report identifies the City’s programs for these categories, and our progress towards implementation of each program.

Name of Program	Objective	Timeframe in H.E	Status of Program Implementation
<b>Housing Conservation and Maintenance</b>			
Single-family Rehabilitation Program	Assist 5 households annually, for 40 units over the planning period.	2014-2021	The City continues to provide Residential Rehabilitation assistance utilizing Community Development Block Grant, (CDBG) funds. The City provided assistance to seven (7) households in 2019, for a total of \$85,824.
Home Repair Program	Coordinate with code enforcement to identify low/mod homeowners and provide loans on as needed basis.	2014-2021	No qualifying homes have yet been identified. However, the City Council has allocated up to \$500,000 from the City's Affordable Housing Trust Fund to provide loans (up to \$100,000) for homeowners to make repairs necessary to bring substandard properties into conformance with the Calabasas Building Code.
Rental Assistance Program	Provide ongoing assistance to 50 households, contingent on funding.	2014-2021	The City continued to provide monthly subsidies to 48 residents through 2019. The subsidies increased from \$228/month to \$241/month in October 2019.
Rental Registration Program	Continue to maintain the rental database.	Update the database on an annual basis.	Annual rent information provided by apartment owners is entered into the City's rental database in July of every year, and reported to the City Council.
Mobile Home Park Preservation	Provide tenants information on MPROP funding as appropriate.	2014-2021	Staff continues to work with Park management to keep tenants informed about the CDBG Residential Rehabilitation program.
Preservation of Assisted Housing	Preserve affordable units that are at-risk of going to market rate, due to expiration or termination of bond obligations, and will undertake the following steps: 1) conduct economic analysis; 2) meet with property owner; 3) explore outside funding/ program options; and 4) provide technical assistance to tenants.	2014-2021	The City had identified 140 affordable units at Malibu Canyon at risk of going to market rate because the associated bonds were set to expire in 2016. Subsequently, the City was informed in 2017 of Avalon Bay’s intent to pay off their bond early, putting an additional 120 affordable units at risk of going to market rate. While the City was unsuccessful at preserving the affordable units at both properties, the City followed the steps outlined in the program in order to attempt to preserve the units. In both cases, staff conducted an economic analysis to determine the cost of buying down the rents, and determined that was not a viable option because the City’s Affordable Housing Trust Fund would be exhausted in less than two years. The City contacted both property owners prior to the expiration of the bonds to

Name of Program	Objective	Timeframe in H.E	Status of Program Implementation
			discuss options for preserving the affordable units. Malibu Canyon was not interested in preserving the units. After meeting with staff to discuss options for preserving units, Avalon Bay submitted an initiative to construct 161 new market rate units and preserve 80 affordable units. The initiative was not approved by the voters at the March 3, 2020 election. Staff researched funding opportunities, including assistance from LA County, for both properties, but could not find enough funding that would provide long term preservation. Finally, staff has been available to provide assistance to each tenant for their rights, and has proactively updated the City's website to include resources for tenant rights and other affordable housing options within the City and the region.
Condominium Conversion Ordinance	Implement the City's current ordinance. Evaluate strengthening to require inclusionary units in projects approved for conversion.	Complete review/ revision of ordinance by 2015.	The City continues to implement the current Ordinance. No progress has been made regarding revisions to the Ordinance.
<b>Variety of Housing Sites</b>			
Residential Sites Inventory	Provide information on available sites and incentives to developers. Monitor impact of max 20 du/acre densities on feasibility, and modify as appropriate.	Maintain sites inventory ongoing. Report impacts of max. densities in Annual Housing Element Report to HCD.	Staff continues to maintain the sites inventory. Annual Housing Element progress reports are underway.
Second Units	Re-evaluate second unit standards and educate public on availability. Prepare design guidelines and sample site plans. Seek to achieve 12 new second units.	2015	Complete. The City has updated its second unit ordinance in response to state legislation regarding Accessory Dwelling Units. As a result, more than 12 new second units have been permitted since 2014.
Annexation of Unincorporated Areas	Pursue phased annexation of adjacent unincorporated areas.	2014-2021	In December 2013, the City Council approved a Resolution to initiate proceedings related to the annexation of Craftsman Corner. In May 2014, Council directed staff to initiate LAFCO proceedings related to the annexation of West



Name of Program	Objective	Timeframe in H.E	Status of Program Implementation
			Agoura Road and pre-zoned the territory accordingly. In January 2019, LAFCO denied the City request to annex West Agoura Road, which would have helped the City provide a more sustainable workforce/job balance.
<b>Development of Affordable Housing</b>			
Inclusionary Housing Ordinance	Provide developers with information on available options and incentives to fulfill inclusionary requirements. Identify specific projects and programs for expenditure of in-lieu fee revenues.	Identify programs in Housing Element (2013) for Housing Fund. Develop & disseminate Affordable Housing brochure (2014).	The Inclusionary Housing ordinance is available to the public on the City's website via the link to our updated Municipal Code. On July 25, 2013 the Planning Commission approved a mixed-use project, which includes 80 condominium units, 8 of which are one-and two-bedroom affordable units. Qualified tenants moved into these units in 2017. A townhouse project on Las Virgenes Road is currently under construction, 4 of the 78 units are deed restricted for very low income qualified tenants.
Commercial/Industrial Impact Fee Program	Provide developers with information on available options and incentives to fulfill inclusionary requirements. Identify specific projects and programs for expenditure of in-lieu fee revenues.	Identify programs in Housing Element (2013) for Housing Fund.	Staff continues to provide developers with information regarding the inclusionary requirements. Programs for expenditure of funds were identified in the 2014-2021 Housing Element.
Affordable Housing Development Assistance	Provide financial, regulatory and site identification assistance in support of affordable housing, with the goal to achieve one project in planning period.	Develop project concept and issue RFQ in 2018	Scheduled for future reporting period.
Green Building	Implement Green Initiative and promote the City's Green Building Program.	2014-2021	The City continues to implement the Green Building Ordinance.
<b>Removal of Constraints to Housing</b>			
Density Bonus Program	Promote density bonus incentives via dissemination of the Affordable Housing brochure.	Develop and disseminate Housing brochure in 2014.	Density Bonus information is provided by staff to all project applicants with qualifying projects.
Development Code Amendment	Amend the Code to reduce separation requirement between shelters to 300 feet.	2014	Amendment not yet initiated.

Name of Program	Objective	Timeframe in H.E	Status of Program Implementation
<b>Equal Housing Opportunities and Special Needs</b>			
Fair Housing Program	Contract with the Housing Rights Center (HRC) to promote open and fair housing practices, and to facilitate communication between tenants and landlords. Assist in program outreach through referrals and distribution of educational info.	2014-2021; Include fair housing information in Affordable Housing brochure in 2014.	The City has contracted with HRC to promote open and fair housing practices. Information has been made available on the City's website.
Universal Design/Visit ability	Provide housing that is physically accessible to people of all abilities.	2014-2021	All new multi-family projects are designed to meet current ADA requirements. Planning continues to approve modifications of private residences to provide physical access, i.e. ramps and elevators.
Senior Housing Opportunities	Actively pursue senior housing opportunities and housing support services. Consult with senior housing and gerontology experts to assist in adequately planning for the community's senior citizens.	2014-2021; Begin consultations in 2014.	On November 28, 2012, the City Council approved moving forward with preliminary design and cost estimate for a senior center on the Civic Center property. Construction of the new senior center commenced in 2015. The new Senior Center opened in June 2016.
Housing Opportunities for Persons Living with Disabilities	Work in cooperation with the NLACRC to publicize information on available resources for housing and services. Pursue State and Federal funds available for supportive housing and services in future affordable housing projects.	Publicize NLACRC resources in 2014; Evaluate funding resources at least annually; Pursue funding at least once during planning period in conjunction with affordable projects.	Evaluation initiated.

**Affordable Housing Update:** The City Council received a report regarding the expiration of affordable housing units in the City of Calabasas (see attachment B) on September 25, 2019. The only substantial change that has occurred since that report is the failure of Measure N at the March 3, 2020, election, which would have preserved (for 55 years) 80 out of 120 affordable units at Avalon Bay that went to market rate in 2018. While the City offers funds for residential rehab, and Rental Assistance, these programs do not satisfy the City’s obligation for producing new affordable housing units under RHNA. The following tables identify currently available affordable housing and the number of available affordable housing units over the past 10 years in the City. Note that only long-term government restricted units qualify as affordable housing under RHNA.

**Current Affordable Housing:**

Name	Address	No. of Units	Income Level	Expiration Date
Avanti	23500 Park Sorrento	8	Very Low Income	2046
Canyon Creek	4803 El Canon	75	Very Low Income	2066
Paxton	4240 Las Virgenes Rd	4	Very Low Income	2048*
<b>Total:</b>				<b>87 units</b>

\*Under construction, anticipated to be complete by December 2020.

**Number of Affordable Housing Units from 2010 to 2020:**

Year(s)	Name	No. of Units	Income Level	Total
2010 - 2011	Malibu Creek	14	Moderate Income	274
	Malibu Canyon	140	Very Low/Moderate Income	
	Avalon Bay	120	Very Low/Moderate Income	
2012-2013	Malibu Creek	14	Moderate Income	349
	Malibu Canyon	140	Very Low/Moderate Income	
	Avalon Bay	120	Very Low/Moderate Income	
	Canyon Creek	75	Very Low Income	

2014 - 2015	Malibu Canyon	140	Very Low/Moderate Income	335
	Avalon Bay	120	Very Low/Moderate Income	
	Canyon Creek	75	Very Low Income	
2016 - 2019	Avalon Bay*	120	Very Low/Moderate Income	203
	Canyon Creek	75	Very Low Income	
	Avanti	8	Very Low Income	
2020	Canyon Creek	75	Very Low Income	87
	Avanti	8	Very Low Income	
	Paxton**	4		

\* The LACDC Bond requiring the affordable units was paid off in September of 2018, and is no longer in effect. The County Board of Supervisors approved \$600,000 in funding to provide a temporary rent subsidy to remaining tenants until the end of 2019.

\*\* Under construction, anticipated to be complete by December 2020.

**FISCAL IMPACT/SOURCE OF FUNDING:**

None

**REQUESTED ACTION:**

That the City Council receive and file the attached 2019 annual progress report regarding the 2014-2021 Housing Element of the 2030 General Plan.

**ATTACHMENTS:**

Attachment A: 2019 Annual Housing Element Progress Report  
Attachment B: Affordable Housing Staff Report

**Please Start Here**

General Information	
Jurisdiction Name	Calabasas
Reporting Calendar Year	2019
Contact Information	
First Name	Michael
Last Name	Klein
Title	Senior Planner
Email	mklein@cityofcalabasas.com
Phone	8182241710
Mailing Address	
Street Address	100 Civic Center Way
City	Clabasas
Zipcode	91302

**Optional:** Click here to import last year's data. This is best used when the workbook is new and empty. You will be prompted to pick an old workbook to import from. Project and program data will be copied exactly how it was entered in last year's form and must be updated.

v 2\_27\_20

Jurisdiction	Calabasas	
Reporting Year	2019	(Jan. 1 - Dec. 31)

**ANNUAL ELEMENT PROGRESS REPORT**  
**Housing Element Implementation**  
 (CCR Title 25 §6202)

This table is auto-populated once you enter your jurisdiction name and current year data. Past year information comes from previous APRs.  
 Please contact HCD if your data is different than the material supplied here

Table B													
Regional Housing Needs Allocation Progress													
Permitted Units Issued by Affordability													
		1	2								3	4	
Income Level		RHNA Allocation by Income Level	2013	2014	2015	2016	2017	2018	2019	2020	2021	Total Units to Date (all years)	Total Remaining RHNA by Income Level
	Deed Restricted	88			8			4				12	76
Very Low	Non-Deed Restricted												
	Deed Restricted	54											54
Low	Non-Deed Restricted												
	Deed Restricted	57			1	2	4	1				8	49
Moderate	Non-Deed Restricted												
Above Moderate		131	15		15	43	18	78	10			179	
Total RHNA		330											
Total Units			15	24	45	22	83	10				199	179

Note: units serving extremely low-income households are included in the very low-income permitted units totals  
 Cells in grey contain auto-calculation formulas

# ANNUAL ELEMENT PROGRESS REPORT

## Housing Element Implementation

(CCR Title 25 §6202)

<b>Jurisdiction</b>	Calabasas	
<b>Reporting Year</b>	2019	(Jan. 1 - Dec. 31)

**Table D**

### Program Implementation Status pursuant to GC Section 65583

#### Housing Programs Progress Report

Describe progress of all programs including local efforts to remove governmental constraints to the maintenance, improvement, and development of housing as identified in the housing element.

1	2	3	4
Name of Program	Objective	Timeframe in H.E	Status of Program Implementation
Single-family Rehabilitation Program	Assist 5 households annually, for 40 units over the planning period.	2014-2021	The City continues to provide Residential Rehabilitation assistance utilizing Community Development Block Grant, (CDBG) funds. The City provided assistance to seven (7) households in 2019, for a total of \$85,824.
Home Repair Program	Coordinate with code enforcement to identify low/mod homeowners and provide loans on as needed basis.	2014-2021	No qualifying homes have yet been identified. However, the City Council has allocated up to \$500,000 from the City's Affordable Housing Trust Fund to provide loans (up to \$100,000) for homeowners to make repairs necessary to bring substandard properties into conformance with the Calabasas Building Code.
Rental Assistance Program	Provide ongoing assistance to 50 households, contingent on funding.	2014-2021	The City continued to provide monthly subsidies to 48 residents through 2019. The subsidies increased from \$228/month to \$241/month in October 2019.
Rental Registration Program	Continue to maintain the rental database.	Update the database on an annual basis.	Annual rent information provided by apartment owners is entered into the City's rental database in July of every year, and reported to the City Council.
Mobile Home Park Preservation	Provide tenants information on MPROP funding as appropriate.	2014-2021	Staff continues to work with Park management to keep tenants informed about the CDBG Residential Rehabilitation program.

<p><b>Preservation of Assisted Housing</b></p>	<p>Preserve affordable units that are at-risk of going to market rate, due to expiration or termination of bond obligations, and will undertake the following steps: 1) conduct economic analysis; 2) meet with property owner; 3) explore outside funding/ program options; and 4) provide technical assistance to tenants.</p>	<p>2014-2021</p>	<p>The City had identified 140 affordable units at Malibu Canyon at risk of going to market rate because the associated bonds were set to expire in 2016. Subsequently, the City was informed in 2017 of Avalon Bay's intent to pay off their bond early, putting an additional 120 affordable units at risk of going to market rate. While the City was unsuccessful at preserving the affordable units at both properties, the City followed the steps outlined in the program in order to attempt to preserve the units. In both cases, staff conducted an economic analysis to determine the cost of buying down the rents, and determined that was not a viable option because the City's Affordable Housing Trust Fund would be exhausted in less than two years. The City contacted both property owners prior to the expiration of the bonds to discuss options for preserving the affordable units. Malibu Canyon was not interested in preserving the units. After meeting with staff to discuss options for preserving units, Avalon Bay submitted an initiative to construct 161 new market rate units and preserve 80 affordable units. The initiative was not approved by the voters at the March 3, 2020 election. Staff researched funding opportunities, including assistance from LA County, for both properties, but could not find enough funding that would provide long term preservation. Finally, staff has been available to provide assistance to each tenant for their rights, and has proactively updated the City's website to include resources for tenant rights and other affordable housing options within the City and the region.</p>
<p><b>Condominium Conversion Ordinance</b></p>	<p>Implement the City's current ordinance. Evaluate strengthening to require inclusionary units in projects approved for conversion.</p>	<p>Complete review/ revision of ordinance by 2015.</p>	<p>The City continues to implement the current Ordinance. No progress has been made regarding revisions to the Ordinance.</p>
<p><b>Residential Sites Inventory</b></p>	<p>Provide information on available sites and incentives to developers. Monitor impact of max 20 du/acre densities on feasibility, and modify as appropriate.</p>	<p>Maintain sites inventory ongoing. Report impacts of max. densities in Annual Housing Element Report to HCD.</p>	<p>Staff continues to maintain the sites inventory. Annual Housing Element progress reports are underway.</p>
<p><b>Second Units</b></p>	<p>Re-evaluate second unit standards and educate public on availability. Prepare design guidelines and sample site plans. Seek to achieve 12 new second units.</p>	<p>2015</p>	<p>Complete. The City has updated its second unit ordinance in response to state legislation regarding Accessory Dwelling Units. As a result, more than 12 new second units have been permitted since 2014.</p>



<b>Annexation of Unincorporated Areas</b>	<b>Pursue phased annexation of adjacent unincorporated areas.</b>	<b>2014-2021</b>	<b>In December 2013, the City Council approved a Resolution to initiate proceedings related to the annexation of Craftsman Corner. In May 2014, Council directed staff to initiate LAFCO proceedings related to the annexation of West Agoura Road and pre-zoned the territory accordingly. In January 2019, LAFCO denied the City request to annex West Agoura Road, which would have helped the City provide a more sustainable workforce/job balance.</b>
<b>Inclusionary Housing Ordinance</b>	<b>Provide developers with information on available options and incentives to fulfill inclusionary requirements. Identify specific projects and programs for expenditure of in-lieu fee revenues.</b>	<b>Identify programs in Housing Element (2013) for Housing Fund. Develop &amp; disseminate Affordable Housing brochure (2014).</b>	<b>The Inclusionary Housing ordinance is available to the public on the City's website via the link to our updated Municipal Code. On July 25, 2013 the Planning Commission approved a mixed-use project, which includes 80 condominium units, 8 of which are one-and two-bedroom affordable units. Qualified tenants moved into these units in 2017. A townhouse project on Las Virgenes Road is currently under construction, 4 of the 78 units are deed restricted for very low income qualified tenants.</b>
<b>Commercial/Industrial Impact Fee Program</b>	<b>Provide developers with information on available options and incentives to fulfill inclusionary requirements. Identify specific projects and programs for expenditure of in-lieu fee revenues.</b>	<b>Identify programs in Housing Element (2013) for Housing Fund.</b>	<b>Staff continues to provide developers with information regarding the inclusionary requirements. Programs for expenditure of funds were identified in the 2014-2021 Housing Element.</b>
<b>Affordable Housing Development Assistance</b>	<b>Provide financial, regulatory and site identification assistance in support of affordable housing, with the goal to achieve one project in planning period.</b>	<b>Develop project concept and issue RFQ in 2018</b>	<b>Scheduled for future reporting period.</b>
<b>Green Building</b>	<b>Implement Green Initiative and promote the City's Green Building Program.</b>	<b>2014-2021</b>	<b>The City continues to implement the Green Building Ordinance.</b>
<b>Density Bonus Program</b>	<b>Promote density bonus incentives via dissemination of the Affordable Housing brochure.</b>	<b>Develop and disseminate Affordable Housing brochure in 2014.</b>	<b>Density Bonus information is provided by staff to all project applicants with qualifying projects.</b>
<b>Development Code Amendment</b>	<b>Amend the Code to reduce separation requirement between shelters to 300 feet.</b>	<b>2014</b>	<b>Amendment not yet initiated.</b>



<b>Jurisdiction</b>	Calabasas	
<b>Reporting Year</b>	2019	(Jan. 1 - Dec. 31)

<b>Building Permits Issued by Affordability Summary</b>		
<b>Income Level</b>		<b>Current Year</b>
Very Low	Deed Restricted	0
	Non-Deed Restricted	0
Low	Deed Restricted	0
	Non-Deed Restricted	0
Moderate	Deed Restricted	0
	Non-Deed Restricted	0
Above Moderate		10
<b>Total Units</b>		<b>10</b>

Note: Units serving extremely low-income households are included in the very low-income permitted units totals

<b>Housing Applications Summary</b>	
Total Housing Applications Submitted:	11
Number of Proposed Units in All Applications Received:	11
Total Housing Units Approved:	11
Total Housing Units Disapproved:	0

<b>Use of SB 35 Streamlining Provisions</b>	
Number of Applications for Streamlining	0
Number of Streamlining Applications Approved	0
Total Developments Approved with Streamlining	0
Total Units Constructed with Streamlining	0

<b>Units Constructed - SB 35 Streamlining Permits</b>			
<b>Income</b>	<b>Rental</b>	<b>Ownership</b>	<b>Total</b>
Very Low	0	0	0
Low	0	0	0
Moderate	0	0	0
Above Moderate	0	0	0
<b>Total</b>	<b>0</b>	<b>0</b>	<b>0</b>

Cells in grey contain auto-calculation formulas



**CITY of CALABASAS**  
**CITY COUNCIL AGENDA REPORT**

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**DATE:** SEPTEMBER 18, 2019

**TO:** HONORABLE MAYOR AND COUNCILMEMBERS

**FROM:** MAUREEN TAMURI, COMMUNITY DEVELOPMENT DIRECTOR, AICP  
MICHAEL KLEIN, SENIOR PLANNER

**SUBJECT:** REPORT ON EXPIRATION OF AFFORDABLE HOUSING UNITS

**MEETING DATE:** SEPTEMBER 25, 2019

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**SUMMARY RECOMMENDATION:**

This is an informational item, no action required at this time.

**BACKGROUND:**

The purpose of this report is to provide the City Council with information regarding current affordable housing options in the City of Calabasas. The report will also include a discussion of expired affordable housing.

**DISCUSSION/ANALYSIS:**

**Number of Restricted Units for Affordable Housing**

According to the 2015 US Census, Calabasas is home to approximately 24,000 residents living in approximately 9,200 housing units. There are approximately 6,900 single-family units, 2,100 multi-family units, and 230 mobile home units within the City. In 2018, approximately 23% of households (2,100 homes) earned less than \$50,000 annually (US Census American Survey). In comparison, the Area Median Income for a family of four in Los Angeles County is \$73,100. The

following tables identify restricted units within the City available to households that earn less than 120% of the County median income:

**Existing Affordable Housing:**

Name	Address	No. of Units	Income Level	Expiration Date
Avanti	23500 Park Sorrento	8	Very Low Income	2046
Canyon Creek	4803 El Canon	74	Very Low Income	2066
Avalon Bay	3831 Orchid Lane	120	Very Low/Moderate Income	2020*
<b>Total: 202 units</b>				

\* The LACDC Bond requiring the affordable units was paid off in September of 2018, and is no longer in effect. The County Board of Supervisors approved \$600,000 in funding to provide a temporary rent subsidy to remaining tenants until the end of 2019. As a result, these units may be rented at market rate on January 1, 2020, unless new funds are committed.

**Approved – Pending Construction/Completion:**

Name	Address	No. of Units	Income Level	Expiration Date
Paxton	4240 Las Virgenes Rd	4	Very Low Income	2048
Raznick	23480 Park Sorrento	5	Very Low Income	2075 (est)
<b>Total: 9</b>				

**Applications in Process:**

Name	Address	No. of Units	Income Level	Expiration Date
West Village	4790 Las Virgenes Rd	27	Very Low Income	55 years
<b>Total: 27</b>				

**Expired:**

Name	Address	No. of Units	Income Level	Expiration Date
Malibu Canyon	5757 Las Virgenes	140	Very Low/Moderate Income	2016
Malibu Creek	4201 Las Virgenes	14	Moderate Income	2013
<b>Total: 154</b>				

## Affordable Housing Trends

In 2014, during the adoption of the City's current Housing Element, there were 334 deed restricted affordable housing units within the City. Since then, 140 affordable units, or 42% of all affordable units in the City, have been lost due to expiration of bonds or deed restrictions enforced by LA County. With the expiration of County funding to subsidize rents at Avalon Bay, another 120 affordable units (60% of the remaining affordable units in the City) are at risk of expiring at the end of 2019. With the completion of Paxton, four new deed restricted affordable units will be available. Although Raznick has approved entitlements to construct 42 units (5 of which would be deed restricted for Very Low Income tenants), the City has been advised that the current construction climate may render the project infeasible.

The City's Inclusionary Housing Ordinance requires all residential projects with five or more units to provide 5-20% of the number of units in the project at affordable rent or sales levels. The Ordinance allows for a range of affordable units depending on whether the units are reserved for very low, low or moderate income households. Where the Planning Commission determines that onsite affordable units are not feasible, the Commission may approve alternatives such as offsite construction, conversion of existing market rate units to affordable rates (via deed restrictions), or payment of in-lieu fees to be deposited into the City's Affordable Housing Trust Fund.

The Housing Element of the 2030 General Plan includes the following policies with the objective of providing a variety of housing types to address the needs of all economic segments of the community:

- Policy V-12 Continue to require new housing development to set-aside a portion of units for lower and moderate income households through the Inclusionary Housing Ordinance. Only if that is not economically feasible, allow for payment of an in-lieu fee, but this is considered the less desirable alternative.
- Policy V-13 Support the provision of affordable housing to employees in Calabasas through the Commercial/Industrial Development Impact Fee Program.
- Policy V-14 Provide financial and/or regulatory incentives to facilitate the development of affordable housing

Policy V-17 Offer regulatory incentives and concessions, including density bonuses, to offset or reduce the costs of developing affordable housing.

Policy V-18 Promote the timely processing and approval of residential projects that meet General Plan policies and City regulatory requirements.

#### City's Affordable Housing Trust Fund

The City's Affordable Housing Fund, generated from Commercial Impact and Inclusionary Housing fees, serves as the primary source of funds to support the production or retention of affordable housing in the City. Money from this fund may be used to purchase land and/or build affordable units, purchase existing market rate units or provide a rent subsidy to retain affordable housing rates. There is currently a balance of \$1,662,666 in City's Affordable Housing fund as of the end of August, 2019. The amount of \$500,000 from this fund was reserved by the Council in April 2012 for a dilapidated home repair program for low and moderate income residents, and further expanded in April 2019 to include financial assistance for the construction of ADUs for low and moderate income residents. As such, there is approximately \$1,160,000 from the Affordable Housing fund which remains to be programmed. There are no anticipated sources of new revenue for the City's Affordable Housing fund because there are no approved projects that are required to pay the City's Affordable Housing Impact Fee.

#### Housing Element Update / Regional Housing Needs Allocation (RHNA)

California law requires that each city develop local housing programs to meet its fair share of existing and future housing needs for all income groups. The Southern California Association of Governments (SCAG) is responsible for developing and assigning Regional Housing Needs Assessment (RHNA) to each jurisdiction. While state law used to require cities to only plan for additional housing units, recent legislation penalizes cities that have not issued building permits to construct units in accordance with their RHNA allocation. The current RHNA cycle started in 2014 and ends in 2021, and has the following housing allocation for Calabasas:

<b>2014-2021 RHNA</b>	
<b>Income Category</b>	<b>Assigned RHNA</b>
Very Low	88
Low	54
Moderate	57
Above Moderate	131
<b>TOTALS:</b>	<b>330</b>

By law, the City will need to update the Housing Element of the 2030 General Plan, by November 2021 in order to accommodate the RHNA allocation for the next cycle (2022-2030). Staff anticipates receipt of draft RHNA allocation in February 2020.

**FISCAL IMPACT/SOURCE OF FUNDING:**

None at this time.

**REQUESTED ACTION:**

Receive and file.

**ATTACHMENTS:** None





*CITY of CALABASAS*

**CITY COUNCIL AGENDA REPORT**

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**DATE:** MAY 26, 2020

**TO:** HONORABLE MAYOR AND COUNCILMEMBERS

**FROM:** ROBERT YALDA, P.E., T.E., PUBLIC WORKS DIRECTOR/CITY ENGINEER  
**BY:** BENJAMIN CHAN, DEPUTY PUBLIC WORKS DIRECTOR

**SUBJECT:** RECOMMENDATION TO AWARD A CONSTRUCTION CONTRACT FOR THE 2020 STREET RESURFACING PROJECT, SPECIFICATION NO. 19-20-04, TO ALL AMERICAN ASPHALT FOR THE TOTAL AMOUNT OF \$822,000

**MEETING**

**DATE:** JUNE 10, 2019

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**SUMMARY RECOMMENDATION:**

Staff recommends that City Council award the 2020 Street Resurfacing Project, Specification No. 19-20-04, to All American Asphalt for the total amount of \$822,000, which includes 20% contingencies for unforeseen conditions, construction management, inspection and material testing services.

**DISCUSSION/ANALYSIS:**

Streets selected for this year's pavement rehabilitation project were based on the City's 2019 Pavement Management System (PMS) Report and field observations. The PMS report had been completed by IMS Infrastructure Management Services, LLC in August 2019. The report is posted on the City's website. All streets in the report are ranked with a Pavement Condition Index (PCI) between 0-100 with 100 being best. Generally, streets with a PCI of less than desirable (PCI less than 65) were targeted for the pavement resurfacing project. In addition, this year's project includes resurfacing off-street parking lots in three City parks – De Anza Park, Gates Canyon Park and Grape Arbor Park.

Bids for the 2020 Street Resurfacing Project were received on May 19, 2020. The decision to award the project was based on the lowest responsible and responsive bidder.

Six sealed bids were received with the lowest bidder being All American Asphalt with the bid amount of \$685,000.00. A copy of the bid results received is included and provided in Attachment A.

All American Asphalt is well known in the region and is regarded as a reputable construction company. They also have a good working history with the City. Staff has checked the references provided in the submitted bid package and received satisfactory reports about the company and past projects.

Staff recommends increasing the project amount by \$137,000.00 for contingency. The additional 20% contingency amount is to address unforeseen conditions that may arise for the project during the construction phase. In addition, the contingency will cover material testing, inspection services & construction management. The proposed amount is reasonable for a project of this magnitude and scope.

**FISCAL IMPACT/SOURCE OF FUNDING:**

Funds for this project will be through the local Gas Tax and SB 1 (Road Maintenance and Rehabilitation Program) funds. Two hundred thousand dollars (\$200,000) will be from the SB 1 funds. The remaining amount of \$622,000 will be funded through the local Gas Tax Fund. The requested funds should be appropriated to the Capital Improvements Project account for this project and the budget should be modified and adjusted accordingly.

**REQUESTED ACTION:**

Staff recommends that City Council award the 2020 Street Resurfacing Project, Specification No. 19-20-04, to All American Asphalt for the total amount of \$822,000, which includes 20% contingencies for unforeseen conditions, construction management, inspection and material testing services.

**ATTACHMENTS:**

Attachment A - Bid Results

Attachment B - Construction Contract with All American Asphalt

# ITEM 3 ATTACHMENT A

## RECEIVED BID LIST

CIP #19-20-04

PROJECT TITLE: **Street Resurfacing Project**

CONTACT: Benjamin Chan

BID OPENING DATE: 5/19/20

CONTRACTOR	AMOUNT	BID BOND/ CASHIERS	CHECK ACKNOWLEDGED ADDENDUMS
All American Asphalt	685,000.00	X	X
CA Rasmussen Inc.	826,279.00	X	X
Excel Paving Company	766,761.00	X	X
Hardy & Harper Inc.	846,000.00	X	X
Sully-Miller Contracting Company	747,000.00	X	X
Toro Enterprises	736,669.25	X	X

### COMMENTS:

NAME: MARICELA HERNANDEZ

TITLE: CITY CLERK

DATE: 5/19/20

TIME: 2:00PM

# **ITEM 3 ATTACHMENT B ARTICLES OF AGREEMENT**

## **2020 STREET RESURFACING PROJECT SPECIFICATION NO. 19-20-04 IN THE CITY OF CALABASAS, CALIFORNIA**

THIS 2020 STREET RESURFACING PROJECT NO. 19-20-04, AGREEMENT (“AGREEMENT”) is made and entered into for the above-stated project this 10th day of June, 2020, BY AND BETWEEN the City of Calabasas, a municipal corporation, hereafter designated as “AGENCY”, and All American Asphalt, a California Corporation, hereafter designated as “CONTRACTOR.”

WITNESSETH that AGENCY and CONTRACTOR have mutually agreed as follows:

### **ARTICLE I: Contract Documents**

The contract documents for the 2020 Street Resurfacing Project, SPECIFICATION NO. 19-20-04, shall consist of the Notice Inviting Sealed Bids, Instructions To Bidders, Bid Proposal, Bid Schedule, Standard Specifications, Special Provisions, and all referenced specifications, details, standard drawings, and appendices; together with two signed copies of the AGREEMENT, two signed copies of required bonds; one copy of the insurance certificates, permits, notices, and affidavits; and also including any and all addenda or supplemental agreements clarifying, amending, or extending the work contemplated as may be required to ensure its completion in an acceptable manner (collectively referred to herein as the “Contract Documents”). All of the provisions of the Contract Documents are made a part hereof as though fully set forth herein.

### **ARTICLE II: Scope of Work**

For and in consideration of the payments and agreements to be made and performed by AGENCY, CONTRACTOR agrees to furnish all materials and equipment and perform all work required for the above-stated project, and to fulfill all other obligations as set forth in the aforesaid Contract Documents.

AGENCY hereby employs CONTRACTOR to provide the materials, do the work, and fulfill the obligations according to the terms and conditions herein contained and referred to, for the prices provided herein, and hereby contracts to pay the same at the time, in the manner, and upon the conditions set forth in this AGREEMENT.

In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to this AGREEMENT, CONTRACTOR offers and agrees to assign to the AGENCY all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (Section 16700, et seq.) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to CONTRACTOR, without further acknowledgment by the parties.

### **ARTICLE III: Compensation**

A. CONTRACTOR agrees to receive and accept the prices set forth in the Bid Proposal and Bid Schedule as full compensation for furnishing all materials, performing all work, and fulfilling all obligations hereunder. In no event shall the total compensation and costs payable to CONTRACTOR under this Agreement exceed the sum of \$ **685,000.00 (Six Hundred, Eighty Five Thousand Dollars and Zero cent)** unless specifically approved in advance and in writing by AGENCY.

Such compensation shall cover all expenses, losses, damages, and consequences arising out of the nature of the work during its progress or prior to its acceptance including those for well and faithfully completing the work and the whole thereof in the manner and time specified in the aforesaid Contract Documents; and also including those arising from actions of the elements, unforeseen difficulties or obstructions encountered in the prosecution of the work, suspension or discontinuance of the work, and all other unknowns or risks of any description connected with the work.

B. This AGREEMENT is subject to the provisions of Article 1.7 (commencing at Section 20104.50) of Division 2, Part 3 of the Public Contract Code regarding prompt payment of CONTRACTORS by local governments. Article 1.7 mandates certain procedures for the payment of undisputed and properly submitted payment requests within 30 days after receipt, for the review of payment requests, for notice to CONTRACTOR of improper payment requests, and provides for the payment of interest on progress payment requests which are not timely made in accordance with that Article. This AGREEMENT hereby incorporates the provisions of Article 1.7 as though fully set forth herein.

C. At the request and expense of CONTRACTOR, securities equivalent to the amount withheld shall be deposited with AGENCY, or with a state or federally chartered bank in this state as the escrow agent, who shall then pay those moneys to CONTRACTOR upon AGENCY's confirmation of CONTRACTOR'S satisfactory completion of this AGREEMENT. At any time during the term of this AGREEMENT CONTRACTOR may, at its own expense, substitute securities for funds otherwise withheld as retention (or the retained percentage) in accordance with Public Contract Code § 22300.

### **ARTICLE IV: Labor Code**

AGENCY and CONTRACTOR acknowledge that this AGREEMENT is subject to the provisions of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code relating to public works and public agencies and agree to be bound by all the provisions thereof as though set forth fully herein. Full compensation for conforming to the requirements of the Labor Code and with other Federal, State and local laws related to labor, and rules, regulations and ordinances which apply to any work performed pursuant to this AGREEMENT is included in the price for all contract items of work involved.

This AGREEMENT is further subject to prevailing wage law, including, but not limited to, the following:

A. The CONTRACTOR shall pay the prevailing wage rates for all work performed under the AGREEMENT. When any craft or classification is omitted from the general prevailing wage

determinations, the CONTRACTOR shall pay the wage rate of the craft or classification most closely related to the omitted classification. The CONTRACTOR shall forfeit as a penalty to AGENCY \$200.00 or any greater penalty provided in the Labor Code for each Calendar Day, or portion thereof, for each worker paid less than the prevailing wage rates for any work done under the AGREEMENT in violation of the provisions of the Labor Code whether such worker is employed in the execution of the work by CONTRACTOR or by any Subcontractor under CONTRACTOR. In addition, CONTRACTOR shall pay each worker the difference between such prevailing wage rates and the amount paid to each worker for each Calendar Day, or portion thereof, for which each worker was paid less than the prevailing wage rate.

B. CONTRACTOR shall comply with the provisions of Labor Code Section 1777.5 concerning the employment of apprentices on public works projects, and further agrees that CONTRACTOR is responsible for compliance with Section 1777.5 by all of its subcontractors.

C. Pursuant to Labor Code § 1725.5, CONTRACTOR and any subcontractor must be registered with the California Department of Industrial Relations for any bid proposal submitted on or after March 1, 2015, and for any contract for public work entered into on or after April 1, 2015. Further, this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

D. Pursuant to Labor Code § 1776, CONTRACTOR and any subcontractor shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with this AGREEMENT. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following: (1) The information contained in the payroll record is true and correct; and (2) The employer has complied with the requirements of Labor Code §§ 1811, and 1815 for any work performed by his or her employees on the public works project. The payroll records enumerated under subdivision (a) shall be certified and shall be available for inspection at all reasonable hours as required by Labor Code § 1776.

E. This AGREEMENT is further subject to 8-hour work day and wage and hour penalty law, including, but not limited to, Labor Code Sections 1810 and 1813, as well as California nondiscrimination laws, as follows:

CONTRACTOR shall strictly adhere to the provisions of the Labor Code regarding the 8-hour day and the 40-hour week, overtime, Saturday, Sunday and holiday work and nondiscrimination on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex or sexual orientation, except as provided in Section 12940 of the Government Code. Pursuant to the provisions of the Labor Code, eight hours' labor shall constitute a legal day's work. Work performed by CONTRACTOR's employees in excess of eight hours per day, and 40 hours during any one week, must include compensation for all hours worked in excess of eight hours per day, or 40 hours during any one week, at not less than one and one-half times the basic rate of pay. CONTRACTOR shall forfeit as a penalty to AGENCY \$25.00 or any greater penalty set forth in the Labor Code for each worker employed in the execution of the work by CONTRACTOR or by any Subcontractor of CONTRACTOR, for each Calendar Day during which such worker is required or permitted to

the work more than eight hours in one Calendar Day or more than 40 hours in any one calendar week in violation of the Labor Code.

F. This AGREEMENT is subject to Public Contract Code Section 6109: CONTRACTOR shall be prohibited from performing work on this project with a subcontractor who is ineligible to perform work on the project pursuant to Sections 1777.1 or 1777.7 of the Labor Code.

#### **ARTICLE V: Work Site Conditions**

A. In compliance with and pursuant to Government Code Section 4215, AGENCY shall assume the responsibility, as between the parties to this AGREEMENT, for the timely removal, relocation, or protection of existing main- or trunk-line utility facilities located on the site of any construction project that is a subject of this AGREEMENT, if such utilities are not identified by AGENCY in the plans and specifications made a part of the invitation for bids. The Contract Documents shall include provisions to compensate CONTRACTOR for the costs of locating, repairing damage not due to the failure of CONTRACTOR to exercise reasonable care, and removing or relocating such utility facilities not indicated in the plans and specifications with reasonable accuracy, and for equipment on the project necessarily idled during such work. CONTRACTOR shall not be assessed liquidated damages for delay in completion of the project, when such delay was caused by the failure of AGENCY or the owner of a utility to provide for removal or relocation of such utility facilities.

B. To the extent that the work requires trenches in excess of five feet (5') and is estimated to cost more than \$25,000, prior to any excavation, CONTRACTOR must provide the AGENCY, or a registered civil or structural engineer employed by the AGENCY to whom authority has been delegated to accept such plans, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer. Nothing in this section shall be deemed to allow the use of a shoring, sloping, or protective system less effective than that required by the Construction Safety Orders.

C. This AGREEMENT is further subject to Public Contract Code Section 7104 with regard to any trenches deeper than four feet (4') involved in the proposed work as follows:

CONTRACTOR shall promptly, and before the following conditions are disturbed, notify AGENCY, in writing, of any:

- (1) Material that CONTRACTOR believes may be hazardous waste, as defined in Section 25117 of the Health and Safety Code, which is required to be removed to a Class I, Class II, or Class III disposal site in accordance with existing law.
- (2) Subsurface or latent physical conditions at the site differing from those indicated by all available information provided prior to the deadline for submission of bids.
- (3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.

AGENCY shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or involve hazardous waste, and cause a decrease or increase in CONTRACTOR's cost of, or the time required for, performance of any part of the work, AGENCY shall issue a change order under the procedures described in this AGREEMENT.

In the event that a dispute arises between AGENCY and CONTRACTOR whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in CONTRACTOR's cost of, or time required for, performance of any part of the work, CONTRACTOR shall not be excused from any scheduled completion date provided in the AGREEMENT, but shall proceed with all work to be performed under the AGREEMENT. CONTRACTOR shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

#### **ARTICLE VI: Insurance**

A. With respect to performance of work under this AGREEMENT, CONTRACTOR shall maintain, and shall require all of its subcontractors to maintain, insurance as required by Section E "Standard Specifications" of the Contract Documents.

B. This AGREEMENT is further subject to Workers' Compensation obligations, including, but not limited to, California Labor Code Sections 1860 and 1861 as follows:

CONTRACTOR shall take out and maintain, during the life of this contract, Worker's Compensation Insurance for all of CONTRACTOR's employees employed at the site of improvement; and, if any work is sublet, CONTRACTOR shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees, unless such employees are covered by the protection afforded by CONTRACTOR. CONTRACTOR and any of CONTRACTOR's subcontractors shall be required to provide AGENCY with a written statement acknowledging its obligation to secure payment of Worker's Compensation Insurance as required by Labor Code § 1861; to wit: 'I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.' If any class of employees engaged in work under this AGREEMENT at the site of the Project is not protected under any Worker's Compensation law, CONTRACTOR shall provide and shall cause each subcontractor to provide adequate insurance for the protection of employees not otherwise protected. CONTRACTOR shall indemnify and hold harmless AGENCY for any damage resulting from failure of either CONTRACTOR or any subcontractor to take out or maintain such insurance.



## **ARTICLE VII: Indemnification**

To the fullest extent permitted by law, CONTRACTOR shall, at its sole cost and expense, fully defend, indemnify and hold harmless AGENCY, its authorized representatives and their respective subsidiaries, affiliates, members, directors, officers, employees and agents (collectively, the “Indemnitees”) from and against any and all claims, actions, demands, costs, judgments, liens, penalties, liabilities, damages, losses, and expenses, including but not limited to any fees of accountants, attorneys or other professionals (collectively “Liabilities”), arising out of, in connection with, resulting from or related to, any act, omission, fault or negligence of CONTRACTOR, CONTRACTOR’s Representative, or any of its officers, agents, employees, Subcontractors or Suppliers, or any person or organization directly or indirectly employed by any of them (Collectively, the “Indemnitors”), in connection with or relating to or claimed to be in connection with or relating to the work performed under this AGREEMENT.

If CONTRACTOR is a joint venture or partnership, each venturer or partner shall be jointly and severally liable for any and all of the duties and obligations of CONTRACTOR that are assumed under or arise out of this AGREEMENT. Each of such venturers or partners waives notice of the breach or non-performance of any undertaking or obligation of CONTRACTOR contained in, resulting from or assumed under this AGREEMENT, and the failure to give any such notice shall not affect or impair such venturer’s or partner’s joint and several liability hereunder.

## **ARTICLE VIII: Binding Effect**

AGENCY and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto and to its partners, successors, assigns, and legal representatives in respect of all covenants, agreements, and obligations contained in the Contract Documents. 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 of obligations of either party without the prior written consent of the other shall be void and of no force and effect.

## **ARTICLE IX: Dispute Resolution**

A. Any court action arising out of this AGREEMENT shall be filed in the Los Angeles County Superior Court. Any alternative dispute resolution proceeding arising out of this AGREEMENT shall be heard in the County of Los Angeles.

B. AGENCY shall have full authority to compromise or otherwise settle any claim relating to this AGREEMENT or any part hereof at any time. AGENCY shall provide timely notification to CONTRACTOR of the receipt of any third-party claim relating to this AGREEMENT. AGENCY shall be entitled to recover its reasonable costs incurred in providing the notification required by this section.

C. This AGREEMENT is further subject to the provisions of Article 1.5 (commencing at Section 20104) of Division 2, Part 3 of the Public Contract Code regarding the resolution of public works claims of less than \$375,000. Article 1.5 mandates certain procedures for the filing of claims and supporting documentation by CONTRACTOR, for the response to such claims by the AGENCY, for a mandatory meet and confer conference upon the request of CONTRACTOR, for mandatory nonbinding mediation in the event litigation is commenced, and for mandatory judicial

arbitration upon the parties' failure to resolve the dispute through mediation. This AGREEMENT hereby incorporates the provisions of Article 1.5 as though fully set forth herein.

**ARTICLE X: Independent CONTRACTOR**

CONTRACTOR is and shall at all times remain as to AGENCY, a wholly independent CONTRACTOR. Neither AGENCY nor any of its agents shall have control of the conduct of CONTRACTOR or any of CONTRACTOR's employees, except as herein set forth. CONTRACTOR 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 AGENCY.

**ARTICLE XI: Taxes**

CONTRACTOR is responsible for paying all retail, sales and use, transportation, export, import, special or other taxes and duties applicable to, and assessable against any work, materials, equipment, services, processes and operations incidental to or involved in this AGREEMENT. The CONTRACTOR is responsible for ascertaining and arranging to pay such taxes and duties. The prices established in this AGREEMENT shall include compensation for any taxes the CONTRACTOR is required to pay by laws and regulations in effect as of the execution of this AGREEMENT.

**ARTICLE XII: Notices**

All notices and communications shall be sent in writing to the parties at the following addresses:

AGENCY: Benjamin Chan, P.E.  
CITY OF CALABASAS  
100 Civic Center Way  
Calabasas, CA 91302-3172

CONTRACTOR: AUGUSTINE DE LOS REYES  
ALL AMERICAN ASPHALT  
400 E Sixth Street  
Corona, CA 92879

**ARTICLE XIII: Entire Agreement**

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 pertaining to the work of improvements described herein. Each party to this AGREEMENT acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that 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 benefits and obligations of this AGREEMENT shall inure to and be binding upon the representatives, agents, partners, heirs, successors and assigns of the parties hereto. This AGREEMENT shall be construed pursuant to the laws of the State of California.

**ARTICLE XIV: Authority to Contract**

The signatories hereto represent that they are authorized to sign on behalf of the respective parties they represent and are competent to do so, and each of the parties hereto hereby irrevocably waives any and all rights to challenge signatures on these bases.

**ARTICLE XV: General Provisions**

A. All reports, documents or other written material (“written products” herein) developed by CONTRACTOR in the performance of this Agreement shall be and remain the property of AGENCY without restriction or limitation upon its use or dissemination by AGENCY. CONTRACTOR may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by CONTRACTOR.

B. In the performance of this Agreement, CONTRACTOR shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability, medical condition or any other unlawful basis.

C. The captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph at the head of which it appears, the section or paragraph hereof, as the case may be, and not such heading, shall control and govern in the construction of this Agreement. Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).

D. The waiver by AGENCY or CONTRACTOR of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. No term, covenant or condition of this Agreement shall be deemed to have been waived by AGENCY or CONTRACTOR unless in writing.

E. Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance of the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any of all of such other rights, powers or remedies.

F. CONTRACTOR shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to AGENCY under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to CONTRACTOR under this Agreement. All such documents shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of AGENCY. In addition, pursuant to Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds ten thousand dollars, all such documents and this Agreement shall be subject to the examination and audit of the State Auditor, at the

request of AGENCY or as part of any audit of AGENCY, for a period of three (3) years after final payment under the Agreement.

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 duplicate by setting hereunto their names, titles, hands, and seals this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

CONTRACTOR: All American Asphalt

\_\_\_\_\_  
Edward J. Carlson, Vice President  
CONTRACTOR's License No. 267073

AGENCY: \_\_\_\_\_  
Alicia Weintraub Date  
Mayor of the City of Calabasas

ATTESTED: \_\_\_\_\_  
Maricela Hernandez, MMC, CPMC Date  
City Clerk of the City of Calabasas

APPROVED AS  
TO FORM: \_\_\_\_\_  
Scott H. Howard Date  
Colantuono, Highsmith & Whatley, PC  
City Attorney of the City of Calabasas

**( EXECUTE IN DUPLICATE )**

**CERTIFICATE OF ACKNOWLEDGMENT**

State of California

County of \_\_\_\_\_

On \_\_\_\_\_ before me, \_\_\_\_\_, personally appeared \_\_\_\_\_ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (SEAL)

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**PAYMENT BOND  
2020 STREET RESURFACING PROJECT  
SPECIFICATION NO. 19-20-04  
IN THE CITY OF CALABASAS, CALIFORNIA**

WHEREAS, the City of Calabasas, as AGENCY has awarded to ALL AMERICAN ASPHALT., as CONTRACTOR, a contract for the above-stated project;

AND WHEREAS, CONTRACTOR is required to furnish a bond in connection with the contract, to secure the payment of claims of laborers, mechanics, material persons, and other persons as provided by law;

NOW THEREFORE, we, the undersigned CONTRACTOR and SURETY, are held and firmly bound unto AGENCY and STATE of CALIFORNIA in the sum of **\$685,000.00 (Six Hundred Eighty Five Thousand Dollars and Zero cent)** which is one hundred percent (100%) of the total contract amount for the above-stated project, for which payment well and truly to be made we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION IS SUCH that if CONTRACTOR, its heirs, executors, administrators, successors, assigns or subcontractors, shall fail to pay any of the persons named in Civil Code Section 9100, or amounts due under the Unemployment Insurance Code with respect to work or labor withheld, and to pay over to the Employment Development Department from the wages of employees of the CONTRACTOR and its subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to such work and labor, that the surety or sureties herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, SURETY will pay reasonable attorneys' fees to the plaintiffs and AGENCY and STATE of CALIFORNIA in an amount to be fixed by the court.

This bond shall inure to the benefit to any of the persons named in Civil Code Section 9100 as to give a right of action to such persons or their assigns in any suit brought upon this bond.

The SURETY hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or the specifications accompanying it shall in any manner affect SURETY's obligations on this bond. The SURETY hereby waives notice of any such change, extension, alteration or addition and hereby waives the requirements of Section 2845 of the Civil Code as a condition precedent to any remedies AGENCY and STATE of CALIFORNIA may have.

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals this \_\_\_\_ day of \_\_\_\_\_, 2020.

CONTRACTOR\*                      Edward J. Carlson, Vice-President  
   ALL AMERICAN ASPHALT  
   P.O Box 2229  
   Corona, CA 92878  
   (951) 736-7600

Surety\* \_\_\_\_\_  
   \_\_\_\_\_  
   \_\_\_\_\_

\*Provide CONTRACTOR and SURETY name, address and telephone number and the name, title, address and telephone number for the respective authorized representatives. Power of Attorney must be attached.

**(EXECUTE IN DUPLICATE)**

**CERTIFICATE OF ACKNOWLEDGMENT**

State of California  
County of \_\_\_\_\_

On \_\_\_\_\_ before me, \_\_\_\_\_, personally appeared \_\_\_\_\_ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (SEAL)



**FAITHFUL PERFORMANCE BOND  
2020 STREET RESURFACING PROJECT  
SPECIFICATION NO. 19-20-04  
IN THE CITY OF CALABASAS, CALIFORNIA**

KNOW ALL PERSONS BY THESE PRESENTS That ALL AMERICAN ASPHALT, hereinafter referred to as “CONTRACTOR” as PRINCIPAL, and \_\_\_\_\_, a corporation duly organized and doing business under and by virtue of the laws of the State of California and duly licensed for the purpose of making, guaranteeing, or becoming sole surety upon bonds or undertakings as Surety, are held and firmly bound unto the CITY OF CALABASAS, CALIFORNIA, hereinafter referred to as the “AGENCY”, and STATE of CALIFORNIA in the sum of **\$685,000.00 (Six Hundred, Eighty Five Thousand Dollars and Zero Cent)** which is one hundred percent (100%) of the total contract amount for the above stated project; lawful money of the United States of America for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, assigns and successors, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that whereas CONTRACTOR has been awarded and is about to enter into a Contract with AGENCY to perform all work required pursuant to the contract documents for the project entitled: 2020 STREET RESURFACING PROJECT, SPECIFICATION NO. 19-20-04 CONTRACT which Contract is by this reference incorporated herein, and is required by AGENCY to give this Bond in connection with the execution of the Contract;

NOW, THEREFORE, if CONTRACTOR and his or her Subcontractors shall well and truly do and perform all the covenants and obligations of the Contract on his or her part to be done and performed at the times and in the manner specified herein including compliance with all Contract specifications and quality requirements, then this obligation shall be null and void, otherwise it shall be and remain in full force and effect;

PROVIDED, that any alterations in the work to be done, or in the material to be furnished, which may be made pursuant to the terms of the Contract, shall not in any way release CONTRACTOR or the Surety thereunder, nor shall any extensions of time granted under the provisions of the Contract release either CONTRACTOR or said Surety, and notice of such alterations of extensions of the Contract is hereby waived by said Surety.

In the event suit is brought upon this Bond by AGENCY and STATE of CALIFORNIA and judgment is recovered, said Surety shall pay all costs incurred by AGENCY and STATE of CALIFORNIA in such suit, including a reasonable attorney’s fee to be fixed by the Court.

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

CONTRACTOR\*                                Edward J. Carlson, Vice President  
    All American Asphalt  
    P.O Box 2229  
    Corona, CA 92878  
    (951) 736-7600

Surety\*                                        \_\_\_\_\_  
    \_\_\_\_\_  
    \_\_\_\_\_  
    \_\_\_\_\_

\*Provide CONTRACTOR and SURETY name, address and telephone number and the name, title, address and telephone number for the respective authorized representatives. Power of Attorney must be attached.

**( EXECUTE IN DUPLICATE )**

**CERTIFICATE OF ACKNOWLEDGMENT**

State of California  
County of \_\_\_\_\_

On \_\_\_\_\_ before me, \_\_\_\_\_, personally appeared \_\_\_\_\_ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (SEAL)

**MAINTENANCE BOND  
2020 STREET RESURFACING PROJECT  
SPECIFICATION NO. 19-20-04  
IN THE CITY OF CALABASAS, CALIFORNIA**

KNOW ALL PERSONS BY THESE PRESENTS THAT WHEREAS, the City of Calabasas, as AGENCY has awarded to ALL AMERICAN ASPHALT as CONTRACTOR, a contract for the above-stated project.

AND WHEREAS, CONTRACTOR is required to furnish a bond in connection with the contract guaranteeing maintenance thereof;

NOW, THEREFORE, we, the undersigned CONTRACTOR and SURETY, are held firmly bound unto AGENCY in the sum of **\$342,500.00 (Three Hundred, Forty Two Thousand, Five Hundred Dollars and Zero Cent)**, which is fifty percent (50%) of the total contract amount for the above-stated project to be paid to AGENCY, its successors and assigns, for which payment well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that if CONTRACTOR shall remedy without cost to AGENCY any defects which may develop during a period of one (1) year from the date of recordation of the Notice of Completion of the work performed under the contract, provided such defects are caused by defective or inferior materials or work, then this obligation shall be void; otherwise it shall be and remain in full force and effect. In case suit is brought upon this bond, SURETY will pay reasonable attorneys' fees to the AGENCY in an amount to be fixed by the court.

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals this \_\_\_\_ day of \_\_\_\_\_, 2020.

CONTRACTOR\*

Edward J. Carlson, Vice President  
All American Asphalt  
P.O Box 2229  
Corona, CA 92878  
(951) 736-7600

Surety\*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\*Provide CONTRACTOR and SURETY name, address and telephone number and the name, title, address and telephone number for the respective authorized representatives. Power of Attorney must be attached.

**( EXECUTE IN DUPLICATE )**

**CERTIFICATE OF ACKNOWLEDGMENT**

State of California  
County of \_\_\_\_\_

On \_\_\_\_\_ before me, \_\_\_\_\_, personally appeared \_\_\_\_\_ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (SEAL)

**NON-COLLUSION AFFIDAVIT**

The undersigned declares:

I am the \_\_\_\_\_ of \_\_\_\_\_, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on the \_\_\_\_\_ day \_\_\_\_\_, 2020 at \_\_\_\_\_, California.

\_\_\_\_\_

\_\_\_\_\_  
Edward J. Carlson  
Vice President  
ALL AMERICAN ASPHALT

Business Address:  
All American Asphalt  
P.O Box 2229  
Corona, CA 92878  
(951) 736-7600

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**WORKERS' COMPENSATION INSURANCE CERTIFICATE**

The CONTRACTOR shall execute the following form as required by the California Labor Code, Sections 1860 and 1861:

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

DATE: \_\_\_\_\_

ALL AMERICAN ASPHALT

By: \_\_\_\_\_

(Signature)

\_\_\_\_\_  
(Title)

Attest:

By: \_\_\_\_\_

(Signature)

\_\_\_\_\_  
(Title)

**NOTE:** See Section 7 Responsibility of the CONTRACTOR, Paragraph 7-3 of the Standard Specifications for insurance carrier rating requirements.

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## ENDORSEMENTS TO INSURANCE POLICY

Name of Insurance Company: \_\_\_\_\_

Policy Number: \_\_\_\_\_

Effective Date: \_\_\_\_\_

The following endorsements are hereby incorporated by reference into the attached Certificate of Insurance as though fully set forth thereon:

1. The naming of an additional insured as herein provided shall not affect any recovery to which such additional insured would be entitled under this policy if not named as such additional insured, and
2. The additional insured named herein shall not be held liable for any premium or expense of any nature on this policy or any extensions thereof, and
3. The additional insured named herein shall not by reason of being so named be considered a member of any mutual insurance company for any purpose whatsoever, and
4. The provisions of the policy will not be changed, suspended, canceled or otherwise terminated as to the interest of the additional insured named herein without first giving such additional insured twenty (20) days' written notice.
5. Any other insurance held by the additional insured shall not be required to contribute anything toward any loss or expense covered by the insurance, which is referred to by this certificate.
6. **The company provided insurance for this certificate is a company licensed to do business in the State of California with a Best's rating of A+ VIII or greater.**

**It is agreed that the City of Calabasas, its officers and employees, are included as Additional Insureds under the contracts of insurance for which the Certificate of Insurance is given.**

\_\_\_\_\_  
Authorized Insurance Agent

Date: \_\_\_\_\_



**CITY of CALABASAS**  
**CITY COUNCIL AGENDA REPORT**

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**DATE:** MAY 01, 2020

**TO:** HONORABLE MAYOR AND COUNCILMEMBERS

**FROM:** ROBERT YALDA, P.E., T.E. PUBLIC WORKS DIRECTOR/CITY ENGINEER  
HALI AZIZ GOKTAPEH, ASSISTANT TRANSPORTATION PLANNER

**SUBJECT:** RECOMMENDATION TO APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH IDEAL GENERAL SERVICES FOR THE OPERATION OF THE CITY'S DIAL-A-RIDE PROGRAM FOR THE DURATION OF ONE (1) YEAR IN AN AMOUNT NOT TO EXCEED ONE HUNDRED NINETY TWO THOUSAND DOLLARS (\$192,000).

**MEETING**  
**DATE:** JUNE 10, 2020

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**SUMMARY RECOMMENDATION:**

Staff recommends the City Council approve a Professional Services Agreement with Ideal General Services for the operation of the City's Dial-A-Ride Program for the duration of one (1) year in an amount not to exceed one hundred ninety two thousand dollars (\$192,000).

**BACKGROUND:**

The City entered into a Professional Services Agreement with Ideal General Services to provide the Dial-A-Ride Program services that serve the residents of Calabasas that are either elderly, disabled and/or have medical conditions. The City has expanded the Dial-A-Ride service at the direction of the City Council and in August of 2019 executed the expanded services. Ideal is the service provider/contractor that provides all of the Dial-A-Ride services as directed.

**DISCUSSION/ANALYSIS:**

Initially, staff had planned to advertise a request for proposal for the program and service in March of 2020. However, due to the circumstances created by the COVID-19 pandemic, staff concluded it would be beneficial to award a new professional services agreement to the same service provider/contractor for an additional year to avoid any delays in service for City residents. During this time, staff will be able to evaluate the evolving needs of the residents pertaining to the Dial-A-Ride program and establish a clear set of expectations for a Dial-A-Ride operator in the coming years. The current service provider/contractor has agreed to continue to provide the same service. The Dial-A-Ride brochure, Attachment A, lists all of the services available for residents and the information can be found on the City's website.

**FISCAL IMPACT/SOURCE OF FUNDING:**

The Dial-A-Ride Program is funded utilizing Propositions A and C funds.

**REQUESTED ACTION:**

Staff recommends the City Council approve a Professional Services Agreement with Ideal General Services for the operation of the City's Dial-A-Ride Program for the duration of one (1) year in an amount not to exceed one hundred ninety two thousand dollars (\$192,000).

**ATTACHMENTS:**

- Attachment A: Current Dial-A-Ride brochure
- Attachment B: Proposed Professional Service Agreement

**CALABASAS DIAL-A-RIDE**

The Calabasas Dial-A-Ride program is a transit service that operates with funding from the LA Co. Metro Transportation Authority (METRO). It provides a limited number of trips for Calabasas residents who qualify as riders.

**WHO IS ELIGIBLE?**

Calabasas residents who are 65 years of age or older, have a permanent disability, or have a serious medical condition.

Residents must be able to provide a doctor's statement for a disability.

The drivers are not allowed to assist the passengers and applicants must be able to independently get on and off the Dial-A-Ride vehicles.

**WHEN IS THE SERVICE AVAILABLE?**

<b>Hours of Operation</b>	<b>Medical Appt. Only</b>
M-Th: 8am-6:30pm	M-Th: 9am-5pm
Fri: 8am-5pm	Fri: 9am-4pm
Sat: 9am-5pm	
Sun: 10am-4pm	

Residents must make arrangements at least one day in advance during regular hours of operation.

Service available on all government holidays, except Independence Day, Thanksgiving Day, Black Friday, Christmas Eve and Day, and New Year's Eve and Day.

**WHAT IS THE PERMISSIBLE USAGE?**

- 1 round-trip per day
- 3 round-trips per week
- Only within the boundaries of the City, and the 10 locations outside the City as listed.
  - No other destinations permitted
  - No exceptions
- \$2.50 inside the City limit trips
- \$4.00 outside the City limit trips

**HOW TO APPLY**

1. Complete this form
2. Attach a copy of your state issued ID or Drivers License
3. Mail to:

**CALABASAS DIAL-A-RIDE  
100 CIVIC CENTER WAY  
CALABASAS, CA 91302**

**FOR DIAL-A-RIDE  
SERVICE CALL  
[818] 632-6211**



CITY of CALABASAS





CITY of CALABASAS

### CALABASAS DIAL-A-RIDE

Full Name \_\_\_\_\_

Home Address \_\_\_\_\_

City/Zip \_\_\_\_\_

Telephone No. \_\_\_\_\_

Date of Birth \_\_\_\_\_

- I am 65 years of age or older
- I am under 65 years of age, but have the following disability: Doctor's statement is required

I use the following disability aids:

- Walker
- Manual/Electric Wheelchair
- Seeing Eye Dog

## CALABASAS DIAL-A-RIDE

Qualified residents can travel door to door within Calabasas plus 10 locations outside the City.  
 Each person is limited to three round trips per week.  
 Medical appointments have priority over recreational trips.

**CANOGA PARK · TARZANA · WEST HILLS · WOODLAND HILLS**

#### SHOPPING · DINING · ENTERTAINMENT

1. Fallbrook Center, West Hills
2. Topanga Plaza, Canoga Park
3. The Village, Woodland Hills

#### HOSPITALS · MEDICAL FACILITIES

4. Kaiser Permanente, Woodland Hills
5. West Hills Medical Center
6. Tarzana Regional Medical Center

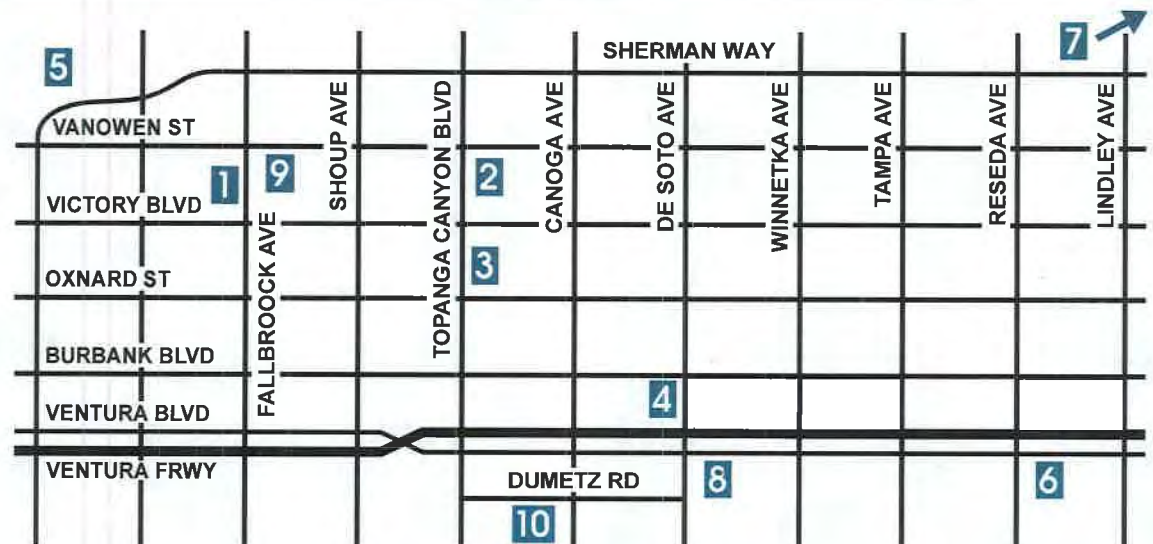
#### TRANSPORTATION TO LAX BUS STOP

7. Van Nuys Fly Away Bus Terminal at Van Nuys Airport - \$5.00 Fee

#### COMMUNITY RECREATION CENTERS

8. St. Mel Catholic Church/Adult Club, Woodland Hills
9. West Valley Jewish Community Center, West Hills
10. Woodland Hills Community Church/ Primitimers Club

CUT ALONG DOTTED LINE



**ITEM 4 ATTACHMENT B  
PROFESSIONAL SERVICES AGREEMENT  
(Ideal General Services, Inc.)**

**CONTRACT SUMMARY**

<b>Name of Contractor:</b>	<b>Ideal General Services, Inc.</b>
<b>City Department in charge of Contract:</b>	<b>Public Works Department</b>
<b>Contact Person for City Department:</b>	<b>Hali Aziz Goktapeh, Assistant Transportation Planner</b>
<b>Period of Performance for Contract:</b>	<b>July 1, 2020 – June 30, 2021</b>
<b>Not to Exceed Amount of Contract:</b>	<b>\$192,00 (One Hundred Ninety Two Thousand Dollars)</b>
<b>Scope of Work for Contract:</b>	<b>City of Calabasas Dial-A-Ride Services Provider</b>

**Insurance Requirements for Contract:**

yes  no - Is General Liability insurance required in this contract?

**Comprehensive General Liability Insurance with coverage limits of not less than One Million Dollars (\$1,000,000) including products and operations hazard, contractual insurance, broad form property damage, independent consultants, personal injury, underground hazard, and explosion and collapse hazard where applicable**

yes  no - Is Auto insurance required in this contract?

**Automobile Liability Insurance for vehicles used in connection with the performance of this Agreement with minimum limits of One Million Dollars (\$1,000,000) per claimant and One Million Dollars (\$1,000,000) per incident.**

yes  no - Is Professional insurance required in this contract?

yes  no - Is Workers Comprehensive insurance required in this contract?

**Worker's Compensation insurance as required by the laws of the State of California**

Other: N/A

**PROFESSIONAL SERVICES AGREEMENT  
(Ideal General Services, Inc.)**

**1. IDENTIFICATION**

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into by and between the City of Calabasas, a California municipal corporation (“City”), and **Ideal General Services, Inc.**, a California Corporation (“Consultant”).

**2. RECITALS**

- 2.1 City has determined that it requires the following professional services from a consultant: **City of Calabasas Dial-A-Ride Services.**
- 2.2 Consultant represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.

**NOW, THEREFORE**, for and in consideration of the mutual covenants and conditions herein contained, City and Consultant agree as follows:

**3. DEFINITIONS**

- 3.1 “Scope of Services”: Such professional services as are set forth in Consultant’s proposal to City attached hereto as Exhibit A and incorporated herein by this reference.
- 3.2 “Approved Fee Schedule”: Such compensation rates as are set forth in Consultant’s fee schedule to City attached hereto as Exhibit B and incorporated herein by this reference.
- 3.3 “Commencement Date”: July 1, 2020.
- 3.4 “Expiration Date”: June 30, 2021.

**4. TERM**

The term of this Agreement shall commence at 12:00 a.m. on the Commencement Date and shall expire at 11:59 p.m. on the Expiration Date unless extended by written agreement of the parties or terminated earlier in accordance with Section 17 (“Termination”) below.

**5. CONSULTANT’S SERVICES**

- 5.1 Consultant shall perform the services identified in the Scope of Services. City shall have the right to request, in writing, changes in the Scope of Services. Any

such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement. In no event shall the total compensation and costs payable to Consultant under this Agreement exceed the sum of One Hundred Ninety Two Thousand Dollars (\$192,000.00) unless specifically approved in advance and in writing by City.

- 5.2 Consultant shall perform all work to the highest professional standards of Consultant's profession and in a manner reasonably satisfactory to City. Consultant shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*).
- 5.3 During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement Date if both (i) such work would require Consultant to abstain from a decision under this Agreement pursuant to a conflict of interest statute and (ii) City has not consented in writing to Consultant's performance of such work.
- 5.4 Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. **Parva Mostofizadeh** shall be Consultant's project administrator and shall have direct responsibility for management of Consultant's performance under this Agreement. No change shall be made in Consultant's project administrator without City's prior written consent.

## 6. COMPENSATION

- 6.1 City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept in full satisfaction for such services, payment in accordance with the Approved Fee Schedule.
- 6.2 Consultant shall submit to City an invoice, on a monthly basis or less frequently, for the services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period and the amount due. Within ten business days of receipt of each invoice, City shall notify Consultant in writing of any disputed amounts included on the invoice. Within thirty calendar days of receipt of each invoice, City shall pay all undisputed amounts included on the invoice. City shall not withhold applicable taxes or other authorized deductions from payments made to Consultant.
- 6.3 Payments for any services requested by City and not included in the Scope of Services shall be made to Consultant by City on a time-and-materials basis using



Consultant's standard fee schedule. Consultant shall be entitled to increase the fees in this fee schedule at such time as it increases its fees for its clients generally; provided, however, in no event shall Consultant be entitled to increase fees for services rendered before the thirtieth day after Consultant notifies City in writing of an increase in that fee schedule. Fees for such additional services shall be paid within sixty days of the date Consultant issues an invoice to City for such services.

**7. OWNERSHIP OF WRITTEN PRODUCTS**

All reports, documents or other written material ("written products" herein) developed by Consultant in the performance of this Agreement shall be and remain the property of City without restriction or limitation upon its use or dissemination by City. Consultant may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by Consultant.

**8. RELATIONSHIP OF PARTIES**

Consultant is, and shall at all times remain as to City, a wholly independent contractor. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise to act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not represent that it is, or that any of its agents or employees are, in any manner employees of City.

**9. CONFIDENTIALITY**

All data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without prior written consent by City. City shall grant such consent if disclosure is legally required. Upon request, all City data shall be returned to City upon the termination or expiration of this Agreement.

**10. INDEMNIFICATION**

10.1 The parties agree that City, its officers, agents, employees and volunteers should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the parties to be interpreted and construed to provide the City with the fullest protection possible under the law. Consultant acknowledges that City would not enter into this Agreement in the absence of Consultant's commitment to indemnify and protect City as set forth herein.

10.2 To the fullest extent permitted by law, Consultant shall indemnify, hold harmless and defend City, its officers, agents, employees and volunteers from and against

any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant or any of its officers, employees, servants, agents, or subcontractors in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice.

- 10.3 City shall have the right to offset against the amount of any compensation due Consultant under this Agreement any amount due City from Consultant as a result of Consultant's failure to pay City promptly any indemnification arising under this Section 10 and related to Consultant's failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.
- 10.4 The obligations of Consultant under this Section 10 will not be limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.
- 10.5 Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 10 from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations from others as required herein, Consultant agrees to be fully responsible and indemnify, hold harmless and defend City, its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant's subcontractors or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice.
- 10.6 City does not, and shall not waive any rights that it may possess against Consultant because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

## **11. INSURANCE**

- 11.1 During the term of this Agreement, Consultant shall carry, maintain, and keep in full force and effect insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with Consultant's performance of this Agreement. Such insurance shall be of the types and in the

amounts as set forth below:

- 11.1.1 Comprehensive General Liability Insurance with coverage limits of not less than One Million Dollars (\$1,000,000) including products and operations hazard, contractual insurance, broad form property damage, independent consultants, personal injury, underground hazard, and explosion and collapse hazard where applicable.
- 11.1.2 Automobile Liability Insurance for vehicles used in connection with the performance of this Agreement with minimum limits of One Million Dollars (\$1,000,000) per claimant and One Million dollars (\$1,000,000) per incident.
- 11.1.3 Umbrella Liability Insurance with limits of One Million Dollars (\$1,000,000) per occurrence.
- 11.1.4 Worker's Compensation insurance as required by the laws of the State of California.
- 11.2 Consultant shall require each of its subcontractors to maintain insurance coverage that meets all of the requirements of this Agreement.
- 11.3 The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A:VII in the latest edition of Best's Insurance Guide.
- 11.4 Consultant agrees that if it does not keep the aforesaid insurance in full force and effect, City may either (i) immediately terminate this Agreement; or (ii) take out the necessary insurance and pay, at Consultant's expense, the premium thereon.
- 11.5 At all times during the term of this Agreement, Consultant shall maintain on file with City's Risk Manager a certificate or certificates of insurance showing that the aforesaid policies are in effect in the required amounts and naming the City and its officers, employees, agents and volunteers as additional insureds. Consultant shall, prior to commencement of work under this Agreement, file with City's Risk Manager such certificate(s).
- 11.6 Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages.
- 11.7 The General Liability Policy of insurance required by this Agreement shall contain an endorsement naming City and its officers, employees, agents and volunteers as additional insureds. The General Liability Policy required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty days' prior written notice to City. Consultant

agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word “endeavor” with regard to any notice provisions. If this contract provides service to a Homeowners Association, that Homeowners Association must be listed as an additional insured in addition to the City.

- 11.8 The insurance provided by Consultant shall be primary to any coverage available to City. Any insurance or self-insurance maintained by City and/or its officers, employees, agents or volunteers, shall be in excess of Consultant’s insurance and shall not contribute with it.
- 11.9 All insurance coverage provided pursuant to this Agreement shall not prohibit Consultant, and Consultant’s employees, agents or subcontractors, from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against the City.
- 11.10 Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of City, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Consultant shall procure a bond guaranteeing payment of losses and expenses.
- 11.11 Procurement of insurance by Consultant shall not be construed as a limitation of Consultant’s liability or as full performance of Consultant’s duties to indemnify, hold harmless and defend under Section 10 of this Agreement.

**12. MUTUAL COOPERATION**

- 12.1 City shall provide Consultant with all pertinent data, documents and other requested information as is reasonably available for the proper performance of Consultant’s services under this Agreement.
- 12.2 In the event any claim or action is brought against City relating to Consultant’s performance in connection with this Agreement, Consultant shall render any reasonable assistance that City may require.

**13. RECORDS AND INSPECTIONS**

Consultant shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of three years after the expiration or termination of this Agreement. City shall have the right to access and examine such records, without charge, during normal business hours. City shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.

**14. PERMITS AND APPROVALS**

Consultant shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary in the performance of this Agreement. This includes, but shall not be limited to, encroachment permits and building and safety permits and inspections.

**15. NOTICES**

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (i) the day of delivery if delivered by hand, facsimile or overnight courier service during Consultant's and City's regular business hours; or (ii) on the third business day following deposit in the United States mail if delivered by mail, postage prepaid, to the addresses listed below (or to such other addresses as the parties may, from time to time, designate in writing).

**If to City**

City of Calabasas  
100 Civic Center Way  
Calabasas, CA 91302  
Attn: Hali Aziz Goktapeh  
Assistant Transportation Planner  
Telephone: (818) 224-1600  
Facsimile: (818) 225-7338

**If to Consultant:**

**Ideal General Services, Inc.**  
**PO Box 9021**  
**Calabasas, CA 91372**  
**Attn: Parva Mostofizadeh**  
**Telephone: (818) 591-9400**  
**Facsimile: (805) 418-7995**

With courtesy copy to:

Scott H. Howard  
Colantuono, Highsmith & Whatley, PC  
City Attorney  
790 E. Colorado Blvd., Suite 850  
Pasadena, CA 91101  
Telephone: (213) 542-5700  
Facsimile: (213) 542-5710

**16. SURVIVING COVENANTS**

The parties agree that the covenants contained in Section 9, Section 10, Paragraph 12.2 and Section 13 of this Agreement shall survive the expiration or termination of this Agreement.

**17. TERMINATION**

17.1. City shall have the right to terminate this Agreement for any reason on five calendar days' written notice to Consultant. Consultant shall have the right to terminate this Agreement for any reason on sixty calendar days' written notice to City. Consultant agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All City data, documents, objects,

materials or other tangible things shall be returned to City upon the termination or expiration of this Agreement.

- 17.2 If City terminates this Agreement due to no fault or failure of performance by Consultant, then Consultant shall be paid based on the work satisfactorily performed at the time of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the services required by this Agreement.

**18. GENERAL PROVISIONS**

- 18.1 Consultant shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without City's prior written consent, and any attempt to do so shall be void and of no effect. City shall not be obligated or liable under this Agreement to any party other than Consultant.
- 18.2 In the performance of this Agreement, Consultant shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition.
- 18.3 The captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph thereof at the head of which it appears, the section or paragraph thereof, as the case may be, and not such heading, shall control and govern in the construction of this Agreement. Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).
- 18.4 The waiver by City or Consultant of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. No term, covenant or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in writing.
- 18.5 Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence, in City's sole judgment that such failure was due to causes beyond the control and without the fault or negligence of Consultant.

- 18.6 Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance of the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any of all of such other rights, powers or remedies. In the event legal action shall be necessary to enforce any term, covenant or condition herein contained, the party prevailing in such action, whether reduced to judgment or not, shall be entitled to its reasonable court costs, including accountants' fees, if any, and attorneys' fees expended in such action. The venue for any litigation shall be Los Angeles County, California.
- 18.7 If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to, the extent necessary to cure such invalidity or unenforceability, and in its amended form shall be enforceable. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
- 18.8 This Agreement shall be governed and construed in accordance with the laws of the State of California.
- 18.9 All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between City and Consultant with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed by City and Consultant.
- 18.10 In consideration of this agreement, consultant ( or artist(s), or performer(s) grants to city and its officers and employees, the right to film, through photography, video, or other media, the performance(s) contemplated under this agreement. The city is authorized to use of the performer(s) name(s) and/or Artist approved photographs. The city is also authorized, without limitation, to broadcast or re-broadcast the performance(s) on City CTV, through the city's website, news media, or through other forms of media (e.g. streaming).

Professional Services Agreement  
*City of Calabasas//Ideal General Services, Inc.*

**TO EFFECTUATE THIS AGREEMENT**, the parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

**“City”**  
**City of Calabasas**

**“Consultant”**  
**Ideal General Services, Inc.**

By: \_\_\_\_\_  
Alicia Weintraub, Mayor

By: \_\_\_\_\_  
Parva Mostofizadeh, President

Date: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Robert Yalda, P.E., T.E.  
Public Works Director/City Engineer

By: \_\_\_\_\_  
Mahmoud Baniahmad, Vice President

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Attest:

By: \_\_\_\_\_  
Maricela Hernandez, MMC, CPMC  
City Clerk

Date: \_\_\_\_\_

Approved as to form:

By: \_\_\_\_\_  
Scott H. Howard  
Colantuono, Highsmith & Whatley, PC  
City Attorney

Date: \_\_\_\_\_



## EXHIBIT A SCOPE OF WORK

### **Scope of Services:**

The City of Calabasas requires Dial-A-Ride demand response service. The paratransit system consists of the following

- Dial-A-Ride demand response, paratransit service within the City of Calabasas city limits and select predetermined locations outside of the city boundary.
  - One wheelchair accessible vehicle and one standard vehicle to be provided by the contractor (minivan)
  - Regular program hours schedule pick-ups
    - First car:
      - begin at 8:00 a.m. and conclude at 6:30 p.m. Monday to Thursday,
      - begin at 8:00 a.m. and conclude at 5:00 p.m. on Friday,
      - begin at 9:00 a.m. and conclude at 5:00 p.m. on Saturday.
      - begin at 10:00 a.m. and conclude at 4:00 p.m. on Sundays.
    - Second car for medical appointments only:
      - begin at 9:00 a.m. and conclude at 5:00 p.m. Monday through Thursday.
      - begin at 9:00 a.m. and conclude at 4:00 p.m. on Friday.

### **Regulations:**

- Service users are limited to Calabasas residents only.
- Service users are entitled to three (3) round trips in a week.
- The service area of the contractor is limited to the city boundaries and the ten locations listed on the map provided herein. The city only subsidizes the contractor for trips within the boundary or to any of the listed locations on the map. Trips failing outside the designated service boundary are not allowed and will not be compensated unless otherwise authorized in advance by the Public Works Department.
- Operator shall not wait for passengers for more than 5 (five) minutes at any point of pick-up. Exceptions will be made for senior and handicapped persons who must present themselves and/or be en route to the vehicle within the allowable time line.

Professional Services Agreement  
*City of Calabasas//Ideal General Services, Inc.*

- The contractor shall not be compensated for waiting time or “No Show“ trips.
- Animals are not allowed on the Calabasas Public Transportation, except for service animals.
- During a service day, the contractor shall be compensated for three (3) hours in the event that there is more than three (3) hour gap between two short trips, plus the total hours of remaining completed trips. In the event that there is no gap more than three (3) hours between trips, the contractor shall be compensated for the total hours of completed trips in that day.
- The second vehicle shall be used for medical appointments only.

The liability insurance requirements are:

- \$1,000,000 for Comprehensive General Liability.
- \$1,000,000 (per occurrence) for Auto Liability.
- \$1,000,000 (per occurrence) for Umbrella Liability
- \$1,000,000 for Worker's Compensation.

Contractor Responsibilities:

The contractor shall be responsible for the management and operation of Calabasas Dial-A-Ride Demand Response, paratransit services purchased by city. Contractor shall manage service in accordance with the guidelines and parameters established in the RFP. The omission of a duty or responsibility herein below shall not relive contractor of its obligation to perform such duty or accept such responsibility, so long as its usual, customary and generally accepted with the public transportation industry as being element of operating a fixed-route service.

Contractor shall furnish all facilities, equipment, and services required in the operation and management of said services unless specifically identified to be contributed by city in the RFP.

The contractor has to coordinate and manage all the necessary program activities, which include:

- Maintenance of all vehicles.
- Provide vehicle contractors and project personnel.
- Train Personnel (and continue training in case of any requirement changes).
- Develop administrative and operational procedures.

- Compile and maintain financial and non –financial records.
- Develop and improve effectiveness and maximize service efficiency.

It is the contractor’s responsibility to obtain all federal, state, and local approvals and permits prior to start of service. The city will provide vehicle license and registration.

**Legal and Regulatory Requirements:**

**Drug and Alcohol Testing & Americans with Disability Act**

The contractor is required to comply with FTA drug and alcohol testing regulations in compliance with FTA Master Agreement Section 40, and other drug and alcohol testing rules and regulations as may be required by the FTA. The contractor will fully cooperate with the City in providing necessary information and documentation to enable the City to comply with FTA reporting requirements. The contractor shall comply with the applicable requirements of the American with Disability Act (ADA).

**Reporting**

The Contractor is required to become familiar with the reporting requirements for the Calabasas DAR program. The contractor is required to work with the city to keep up to date on all reporting requirements including meeting with City staff hosted by METRO. The contractor shall work with the City to prepare for audit including attending pre audit meetings to ensure the accuracy of records. It is the contractor’s responsibility to meet with auditors to make sure all records are available. It is the contractor’s liability to pay fines imposed on the City due to contractor’s failure to comply with any of the reporting requirements.

**Vehicle /Equipment:**

Vehicles needed to operate the service are to be provided by and maintained in good repair and in a condition satisfactory to the city by the contractor. The contractor will be responsible for licensing of this equipment and must comply with all applicable federal and other statues and regulations governing its use. The vehicles are to be a lift equipped minivan or other ADA compliant vehicle, white or dark green in color, All vehicles utilized in the DAR fleet are required to have each service’s logo/decals design, and artwork for each service is needed.

Contractor is responsible for the expenses of the fabrication of these items and placing the logo/decals on the vehicle. Contractor shall be responsible for the maintenance and upkeep of the logo/decal and artwork on the vehicles. The contractor shall make cell phones available to all drivers for use in emergency.

Any other type of vehicles used for Dial-A-Ride service is to be approved in writing by the Director of Public Works Department.

**Vehicle Maintenance Requirements:**

Maintenance Records

As required by California Code of Regulations 13 (13CCR) the contractor shall maintain a current vehicle file in chronological order. At a minimum the following information must be kept in this file:

- Maintenance Repair Work Orders
- Preventive Maintenance Schedule Reports.
- Contractors Defect Report (Pre-operation and Maintenance Record cards).
- Report of Trouble.
- Quality Assurance Inspection Reports.
- CHP Terminal Inspection Reports.
- Vehicle Smoke Emission Records.

The city reserves the right in its sole discretion to review maintenance record of, inspect and reject temporarily or permanently, by notice to the contractor, any vehicle the contractor utilizes which the city deems unacceptable All necessary repairs made to the vehicles shall be made within three (3) days of notice of repair by the city, the contractor shall submit to a subsequent vehicle inspection on or before the fourth day following the notice date. Failure to comply with this provision shall entitle the city to terminate this agreement.

Demand Maintenance:

The contractor shall be responsible for the maintenance and repair of all vehicles, communication systems, and all other equipment, furnishings and accessories required in connection with its operation of the service in a clean, safe, sound and proper operable condition at all times.

Mechanical Road Calls Response Time:

The contractor shall be responsible for dispatching a replacement vehicle within 10 (ten) minutes in the event of a vehicle deployed for or in a revenue service becomes disabled due to mechanical breakdown or accident. IF the delay of service is 20 (twenty) minutes or longer, the contractor shall notify the city's transportation planner via the agreed upon communication protocol.

**Vehicle Systems:**

Wheelchair-Lift/Ramp/Securement Systems:

The contractor will ensure the wheelchair lifts, ramps, and securement systems are operational on all vehicles in the fleet. All broken systems must be repaired within 24 hours.

Climate Control:

The contractor shall maintain the heating and air conditioning units in proper working condition and to ensure comfortable environment inside the vehicles. Drivers shall monitor climate control units to ensure they are working properly. In service vehicles without working heating or air conditioning will be exchanged within one round trip or sooner.

Fare/Passenger Collection:

The contractor is responsible for collecting the appropriate fare and reimbursing the city at the end of each month, via monthly invoices.

**Vehicle Conditions:**

The contractor shall maintain vehicles in a clean and neat condition at all times.

**Body Damage:**

The contractor is responsible for repairing all vehicle body damage in a timely manner. Should the vehicle need extensive body repairs, the contractor shall provide the city with a timeline for the repairs, the Contractor shall provide the city with a timeline for the repairs to be completed. Normal body damage must be repaired within 72 hours of occurrence.

**Exterior/Interior Advertising & Public Notices:**

The city reserves the exclusive right to place advertising material on the interior and/or exterior of the revenue vehicles. The contractor shall not install any advertising material on the interior or exterior of the bus except as directed by the city. The contractor shall cooperate with any advertising program the city may have.

**Revenue Vehicle Paint & Decals:**

Contractor must paint all damaged vehicles to match the original color scheme. The contractor shall also procure a supply of decals to replace any damaged decals during the term of the agreement.

**City Vehicle Inspection:**

The city shall have the right to inspect any and all vehicles or cause same to be inspected at any time, with or without notice to the contractor, provided, however that unless the city determines in its sole discretion that emergency conditions or factors affecting safety or security otherwise, the city will give at least 24-hour notice of any such inspection.

**Facility Requirements:**

The City of Calabasas does not own a transit operations and maintenance facility for its Dial-A-Ride services. The contractor shall provide an operations and maintenance facility.

**Vehicle Parking and Deployment:**

One DAR vehicles is allowed to be parked at the parking lot located behind the City Hall

building at 100 Civic Center Way. The vehicle is not allowed to be stored at this location.

### **Communication Equipment**

The contractor must ensure that phone and Internet services provided are sufficient to effectively and efficiently support DAR systems. Following phone and Internet services must be available from their facility:

- Phone Lines – Sufficient number of phone lines for the contractors internal and customer service functions.
- Fax Line - At least one dedicated fax line.
- Computer Network

The contractor will operate the Calabasas DAR services as specified by city and in strict accordance with the regulations set forth in the RFP, and shall provide such services in a safe, professional, and courteous manner. The contractor shall ensure a sufficient number of operators, both regularly scheduled and extra board, to provide consistent and reliable service.

The city will not be responsible for payment for any traffic or parking ticket. The contractor shall be responsible for all the costs associated with repairing physical damage to the vehicles.

### **Vehicle Operator Requirements:**

All operators must have a current and valid state issued license to operate DAR. In addition, operators must wear a shoulder patch on their name which contains name, employee number, and contractor name.

### **Drug and Alcohol Testing**

The contractor shall develop, implement and maintain an employee alcohol and substance abuse testing program, subject to the city approval. Such program will comply with all applicable requirements as established by the Federal Transit Administration or by the other federal or state agencies, including regulations promulgated to implement the Omnibus Transportation Employee Testing Act of 1991.

### **Background Check**

The contractor shall use appropriate employee screening and selection criteria to assure the

employment of the best-qualified applicants available, emphasizing competence, courtesy, reliability and good customer service skills. The employees should be able to communicate in English and be able to complete written reports in a clear, concise, and legible manner. The contractor shall check an applicant's driver license records through the DMV, conduct a pre-employment physical examination, and drug/alcohol screening tests. The contractor shall make all reasonable efforts to remove any employee who is convicted of a felony or of a crime involving moral turpitude during his/her employment. The contractor shall conduct a "Live Scan" DOJ & FBI check to determine criminal background of employees. The contractor shall complete the background check prior to hiring and every two years.

General Duties:

In addition to safe operation of vehicle, operators must also perform the following general duties:

- Operator Wheelchair lift and secure wheelchair passengers.
- Record passenger counts as required.
- Data collection as necessary.
- When requested, provide passenger assistance during boarding or alighting.
- Assist in loading and unloading of senior citizens and disabled riders packages not exceeding twenty-five (25) pounds.

Communications Skills

Operators must uphold the city's high-quality customer service expectations by performing the following duties:

- Effectively communicate using English both verbally and in writing as solely determined by the city.
- Provide assistance to passengers of limited English proficiency, including directing such passengers to where they can receive more information regarding Calabasas's Public Transportation Services.
- Proactively communicate with passengers to disclose, explain, or answer questions about unscheduled stops, recovery points, driver switches, or other interruptions to service, including the approximate amount of time each occurrence will last.



- Proactively communicate with passengers when passengers board a bus that is either going out of service or completing its last trip of the day.

#### Distribution of Materials & Pre-Trip Inspection

The operators will, when requested by the city, hand out notices to passengers or otherwise render assistance in customer relations, promotion, marketing, monitoring and supervisory functions. Furthermore, operators must conduct a pre-trip inspection prior to taking vehicle into revenue service.

#### Operator Uniforms & Safety

The city and the contractor shall agree upon a standard uniform. Operators shall be in uniform at all times in service or otherwise in duty. In addition, operators are required to follow local, state, and federal road, driving, and traffic laws, including but not limited to wearing a seatbelt and refraining from cell phone usage while the vehicle is in motion.

#### Accidents

All traffic accidents involving DAR vehicles, irrespective of injury, shall be immediately reported to the appropriate law enforcement agency. The city's transportation planner shall be notified via the agreed upon communication protocol (E-Mail and/or Phone) by contractor of all accidents and incidents within 4 hours, In cases of involving injuries where person(s) are transported for medical attention, the contractor shall notify the city's transportation planner immediately. The contractor should have an accident investigation protocol in place.

Furthermore, the contractor will supply the city with copies of all accident and incident reports and photos from law enforcement within twenty-four (24) hours of the occurrence.

#### Incidents

The contractor is responsible for responding to passenger incidents. All incidents must be logged and reported to the city no later than close of the same business day.

#### Dispatcher/Customer Service Representative Responsibilities

The contractor shall provide sufficient personnel during non-peak and peak hours of operation. Personnel shall be trained in customer service techniques and to be sensitive to the special needs of the elderly and individuals with disabilities.

### Telephone Service

The contractor shall provide trained personnel to answer telephone requests for service for the DAR service. Contractor shall provide a phone system that includes multiple lines sufficient to handle the expected call volume, recording capability, and timing capability. Hold times may not exceed sixty (60) seconds for any call. Personnel will be responsible for the following inquiries:

- Schedule information
- Questions concerning delays
- Lost items
- General complaints

### Fueling:

The contractor is responsible for all fuel expenses.

### **Safety and Emergency Procedures:**

The contractor shall assume full responsibility for ensuring that the safety of passengers, operations personnel, and all vehicles and equipment are maintained at the highest possible level throughout the term of the agreement. The contractor shall comply with all the applicable CHP and OSHA requirements, including pull notices. Contractor shall furnish the city with copies of annual CHP vehicle/equipment inspections and CHP safety compliance reports within five (5) working days of the inspection.

The contractor shall develop, implement and maintain, in full compliance with any applicable local, state, or federal regulations or requirements, a formal safety and accident prevention program including monthly safety meetings, participation in safety organizations, safety incentives offered by contractor to operators and other employees, and participation in risk management activities under the auspices of the contractor's insurance carrier or other organization.

The contractor shall participate in the State of California Department of Motor Vehicles "Employer Pull Notice Program" for appropriate monitoring of employee driver license activity.

### Hazardous Conditions

Vehicle operators shall report all hazardous road conditions or observed issues with furniture in bus zones (e.g., downed trees, missing or downed bus signs, graffiti on bus benches, malfunctioning signals, broken curbs at bus stops, etc.) in the city to the contractor's supervisor. The contractor in turn shall immediately notify the city of such conditions and shall take necessary precautions to safeguard passengers and personnel.

### In-Service Vehicle Failures

The contractor shall require the vehicle operators to report any in service vehicle failure to the contractor's supervisor. The supervisor will attempt to ascertain the problem, use good judgment, and instruct the vehicle operator to take appropriate corrective action. If necessary, the supervisor will immediately send a spare vehicle to the location and the operator and passenger will change vehicles and continue in service. The contractor, if necessary, shall send a mechanic to the location in order to take corrective measures and/or supervise the towing of the vehicle.

### Wheelchair Lift/Ramp Failure

The contractor shall be responsible for the proper operation and maintenance of all wheelchair lifts or ramps. Operators are required to report all in-service lift or ramp failures to the contractor's supervisor. If the lift or ramp fails while attempting to board a wheelchair passenger, the supervisor shall promptly arrange for alternate transportation for the passenger in the wheelchair inconvenienced by the equipment failure. If the lift or ramp fails while attempting discharge of a wheelchair passenger, the operator shall manually operate the equipment and notify the supervisor. The supervisor shall arrange a vehicle change as quickly as reasonably possible following any lift or ramp failure.

### Passenger Disturbance

The contractor shall instruct vehicle operators to report nonpayment of fares; graffiti or other vandalism on the vehicles; pushing, shoving and other disturbing or dangerous conduct; and other serious passenger disturbances to the vehicle operators supervisor. Good judgment should be used to handle any passenger disturbance.

### Medical Assistance to Passenger:

The contractor's employees shall use good judgment in responding to passenger accidents, injuries, and illness occurring on the vehicles. In the vent of a passenger requiring medical

assistance, the vehicle operator shall immediately advise the contractor's supervisor of the situation and location of the vehicle and the supervisor shall notify the appropriate fire department, or paramedics for assistance.

#### Accidents

The contractor is required to have an accident and emergency notification program that keeps the city notified of accidents or emergencies and the progress of claims to assure city that claims are promptly and fairly handled. The contractor shall require all vehicle operators to report any accident or incident involving the vehicle to the contractor's supervisor. The supervisor shall use good judgment in handling the situation, and shall immediately notify Police or Fire Department if necessary. The contractor will complete an accident report approved by the city with a copy sent to the city no later than the start of the next service day. All accidents shall be submitted to the DMV as required. The contractor must assume all liability for accidents and workers' compensation claims, etc.

#### Emergency/Natural Disaster

In the event of an emergency or natural disaster, the contractor shall make available, to the maximum extent possible, transportation and communications services and facilities to assist the city in ameliorating such incidents. To the extent the city requires the contractor to provide such emergency services and facilities, contractor shall be relieved of the obligation to fulfill the duties and responsibilities to operate services herein above contained. Furthermore, the contractor shall be entitled to be paid reasonable compensation for providing such emergency services and facilities, provided however, that amount of such compensation and time of the its payment shall be mutually agreed upon by the contractor and the city following the conclusion of the emergency or disaster, or at such other times as they mutually agree.

#### Customer Service

The contractor will receive customer correspondence via E-Mail from the city as they are received. The contractor shall make at least three documented attempts to contact each customer filing in order to discuss and resolve the complaint. The contractor shall provide the city with the resolution via the agreed upon communications protocol no later than five days from receipt of the information.

The contractor shall report to the city all customer correspondence or complaints received directly to or at their offices. The contractor shall inform the city within one working day of the

communication and shall follow the procedures noted above for resolution of any complaints.

Lost & Found

The contractor is responsible for storing lost and found items in a secured location for 30 days. In addition, the contractor will keep a log that has information about who found the item, where it was found, and the date and time it was found. After 30 days, the contractor must donate any unclaimed items to a local charity and report this information to the city.

Performance Standards & Liquidated Damages

The contractor will strive at all times to provide service in a manner which will ensure responsive service to transit customers, while at the same time maximizing service reliability and safety. In order to identify key areas of concern to the city, various performance standards are described below for which liquidated damages (referred as damages) may be assessed when service falls below the standards. The city may elect to change, modify or add performance measures during the term of the contract to ensure a high level of customer service.

Dial-A-Ride (DAR) Minimum Performance Standards

<p><b>Passenger Pick-Up Window:</b></p> <p>Passenger pick-up will take place within the designated 20 minute window, based on the scheduled appointment time (20 minute window is defined as 5 minutes before the appointment time to 15 minutes after the appointment time).</p>	<p>90% of trips completed within the 20 minute window</p>
<p><b>Ride Time:</b></p> <p>The time period allowed between passenger pick-up and drop-off.</p>	<p>No more than 40 minutes</p>
<p><b>Service Time:</b></p> <p>The time period that includes the 20-minute wait period and the 40-minute ride time.</p>	<p>No more than 60 minutes.</p>
<p><b>Productivity:</b></p> <p>The number of passengers carried per revenue service hour.</p>	<p>3.5 passengers per revenue hour</p>
<p><b>No-Shows:</b></p>	<p>10% of trips scheduled</p>
<p><b>Late Trips:</b></p> <p>The number of trips where the vehicle arrives beyond the 20-minute window.</p>	<p>No more than 10% of trips scheduled.</p>

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<b>Missed Trips:</b>  Any trip where the driver arrives for the pick-up more than 30 minutes outside of the pick-up window	No more than three trips in a month.
<b>Phone call hold time:</b>	60 seconds maximum

Liquidated Damages

Any breach of this agreement by the contractor could result in substantial damages and injury to the public and city in amounts, which are difficult to ascertain with specificity at this time. Therefore, certain dollar amounts are established here for the identified standards. Damages may be waived if due to a manufacturer defect existing in a vehicle or series of vehicles.

The damages described below may be instituted by the city no sooner than two months after the initiation of the services, with the exception of the Service Failure Penalty described below.

The city may elect to not assess a penalty at any occurrence; however, this does not prohibit the city from assessing a penalty in the future for a similar occurrence. In addition, the damages detailed in this section shall not relieve the contractor of its obligations to satisfy each and every requirement under the terms of the agreement. The invalidity or unenforceability of any particular assessment established in this section shall not affect the validity or enforceability of other assessments established in this agreement.

The city’s transit manager and contractor’s general manager will meet per mutually agreed upon schedule to review potential deficiencies. At the close of each of these meetings, a determination will be made as to what, if any, liquidated damages will be assessed. The transit manager’s decision with regard to the assessment of payment reductions is final and may not be appealed. After damages are assessed, the rate of consideration shall revert to the rates specified in the compensation section of the agreement until the next assessment is made.

This program does not lessen the city’s right to declare a material breach of contract for non-

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compliance reasons, nor does it constitute a waiver of any other remedies provided by law. This program is in addition to, and not in lieu of, all other city remedies for failure to perform the agreement.

	Item	Amount
A	Failure or neglect to resolve complaints within two weeks	\$100 per incident per service recipient.
B	Failure to repair damage to customer property caused by contractor or its personnel.	\$500 per incident, per location.
C	Failure to have a vehicle operator properly licensed.	\$1,000 per incident per day.
D	Failure to maintain or timely submit to city all documents and reports required under the provision of this agreement.	\$250 per incident per day.
E	Failure to display contractors name, as operators, and customer service phone number on transit vehicles.	\$500 per incident per day.
F	Failure to comply with the hours of operation as required by this agreement.	\$1,000 per incident per day

Prevailing Wages

The city has determined that the proposed program is subject to the provision of Labor Code 1720 thereby requiring the contractor to pay the prevailing wage rates for all work performed under the contract. Accordingly, the proposed project is subject to compliance monitoring and enforcement by the California Department of Industrial Relations.

**SERVICE PLAN:**

**Dial-A-Ride (DAR)**

The contractor will service the Dial-A-Ride exactly as specified by the city and in strict accordance with the operating schedules and routes set forth in the RFP.

It is our goal to provide the City of Calabasas with:



- Safe, Dependable, Courteous, and Timely Service
- Attractive and Well Maintained Vehicles
- Professional, Courteous and Knowledgeable Drivers
- Excellent Customer Support and Response by our Phone Operators
- Prompt and Open Communication with the City of Calabasas Staff

### **Dial-A-Ride Trip Reservation**

IGS will make dispatchers available via telephone for reservations and information from 8 a.m. to 6:30 p.m. weekdays, 9 a.m. to 5 p.m. on Saturdays, and 10 a.m. to 4 p.m. on Sundays. There will be a voicemail available in case reservations are made during off hours. The calls are answered in a courteous and polite manner in the order received.

Once the customer decides to make a reservation, and the trip can be scheduled, his or her credentials are verified with the database of registered Dial-A-Ride users supplied by the City of Calabasas. A new trip will be registered in the database if the customer can be verified successfully. A pickup time and location will be noted and the dispatcher will confirm if any special assistant will be needed.

In the event the trip cannot be scheduled due to scheduling conflicts the dispatcher will suggest rescheduling within a couple hours of the original request. If the dispatcher and the customer cannot come up with an alternative reservation the request will be noted as unsuccessful.

IGS. will maintain a user log in order to track each resident's roundtrips per week. Trip cancellations and changes are booked by the dispatcher and routed to the operator. In "No Show" instances the driver will attempt to call the customer and allows the customer to show up within 10 minutes of the scheduled pick up time.

IGS will ensure that there is always a minimum of two reserve drivers, who can immediately replace a sick or absent driver. IGS expects absolutely no delays in route times if its scheduled driver(s) is unavailable for any reason.

IGS will assure that the second vehicle is used for medical appointments only.

### **Technology Enhancements:**

IGS. will install a Fleetmatic ([www.fleetmatics.com](http://www.fleetmatics.com)) car tracking system in all Dial-A-Ride

vehicles. Pertinent information including but not limited to location, start time, stop time, idle time, speed of vehicle and daily reports can be viewed in real time by us and the City of Calabasas staff through a web based application on the internet. This addition will enhance on-time performance, safety, accountability and fuel efficiency.

IGS. will maintain the Dial-A-Ride in a clean and neat condition including daily cleaning and monthly detailing. The DAR vehicles will be maintained according manufacturers check-up schedule and all maintenance records will be available for the city to review.

### **Communications**

**(i) Radio** – Vehicle operators are required to make sure the radio is working properly before taking the vehicle into revenue mode. The radio shall only be used in safe situations while driving in a congested or demanding situation the operator must avoid using the radio. The drivers will be disciplined if they use abusive or unprofessional language on the radio.

**(ii) Telephone**- All drivers will be equipped with cell phones to stay in open contact with dispatch.

**(iii) Internet and Intranet** – The company’s website ([www.idealgeneral.com](http://www.idealgeneral.com)) will be the main Internet domain for IGS. The website will supply general information about the firm.

**(iv) Print Communications** – Notes and memos will be posted in the employee check in area and in the company’s lobby.

### **Customer Information**

**(i) General Information** - The company website, contact, and emergency information will be printed and available to all passengers in each vehicle. The website will include general information for the public along with any emergency notices. All drivers will go through an extensive training program on how to proactively engage customers in communicating about any changes or interruptions in service. IGS strives to make the rides as customer friendly as possible and will proactively seek feedback on how to improve the customer satisfaction.

**(iii) Emergency Information:** In the event of an emergency, all parties involved will be notified in order to resolve the situation in a safe and swift manner. IGS has emergency procedures in place, which are available upon request.

### **Contractor and Staff Training**

IGS. is capable of hiring all required drivers, conducting employee screening, and training within two weeks of being awarded the contract. The training includes but not limited to the following: comprehensive knowledge of the city's Dial-A-Ride program, passenger relations and assistance techniques, and vehicle operating techniques. IGS. will implement random driver screening and weekly team meetings to address any issues.

IGS will perform random alcohol and drug tests to ensure the operators are within compliance.

### **Customer Service and Complaints**

IGS. will approach this project the same it has with it is prior and current projects: Customer orientated with a high emphasis for safety and efficiency. IGS. employees will go through an extensive in house program that has been developed in the last seventeen years of service. IGS will follow the four-step procedure to resolve any complaints:

- If the complaint occurs while operating the shuttle the driver will document the complaint and report it to the supervisor. (If the complaint is online then supervisor will see the complaint directly}
- The supervisor will investigate the complaint, which includes questioning the driver, following up with the customer to understand the nature of the complaint, and watch the Dash Cam footage for any evidence.
- If the complaint is confirmed, the file of the involved employee will be documented and necessary disciplinary steps will be taken.
- IGS will be filing a report with the City of Calabasas documenting the complaint. If the complaint is serious matter the City will be notified immediately

IGS is training its employees to fully make each trip for passengers a friendly, polite, clean and timely experience. IGS will allow customers to leave feedback about the service on the company website and in a notebook form in every vehicle. Any complaints reported to IGS will be reported to the city immediately and will be resolved in a polite manner.

IGS will be available to the City of Calabasas 24/7 in order to discuss any changes to the DAR program or consult about any other issues. The phone system and E-Mail will be utilized to provide customer service and open communication with the City of Calabasas staff. Furthermore,

there will be a pre-recorded message during off hours to inform the public and will permit customers to leave messages, which will be responded to during business hours.

**Safety**

IGS. will develop and maintain a safety and accident prevention program including monthly safety meetings. Furthermore, IGS will incentivize and reward operators for a safe and complaint free record. IGS. takes maintenance and safety of all vehicles very seriously. IGS. will obtain the manufactures maintenance recommendations for each vehicle in operation in the DAR program and will ensure mechanics perform full maintenance and safety inspections on the vehicles on a regular basis. IGS. has had its fleet serviced with Calabasas Auto Car Care (4929 Las Virgenes, RD #A, Calabasas) for the last 10 years. The mechanics have extensive experience in servicing shuttles, van, and trolleys. All maintenance will be according to manufacturer recommendations and schedules. In addition, advanced technology will be utilized to track all the vehicles for fuel efficiency purposes.

IGS will participate in the State of California Department of Motor Vehicles “Employer Pull Notice Program” for appropriate monitoring of employee driver license activity

IGS. currently has all necessary permits to operate its limousine and airport shuttle services. Furthermore, IGS. maintains its vehicles in strict conformity with maintenance and safety inspection requirements. IGS. will fully ensure that it is in full compliance with all government regulations if it is awarded this contract. Additionally, if necessary, IGS. will seek legal counsel to advice regarding complying with government regulations.

IGS. will follow the California Highway Patrol recommendations pursuant to TITLE 13 of the California Code of Regulations Division 2, Chapter 6.5 §1232. Vehicle Inspection and Maintenance.

**Hiring Plan:**

IGS. has been in the transportation business for seventeen years and fully realizes the fact that the employees are the faces of a service-oriented business. In this case the employees that IGS hires represent the City of Calabasas hence IGS will go through an extensive hiring plan to hire the most professional, courteous, and qualified employees.

After reviewing an applicant’s resume, three members of management will interview the applicant. Management will determine if the applicant’s previous experience in the industry combined with the customer service ability is a fit for IGS and the City of Calabasas. Once the

applicant is determined to be the right fit IGS will run a background check. Below is the list of the background checks completed:

- DMV Record Review
- Drug and Alcohol Testing
- Pre-Employment Physical Examination
- Contacting Prior Employment References
- Police Criminal Background Check

Once drivers are selected, they will attend our special training program focused on professionalism, appearance and customer service. IGS will make reasonable efforts to remove any employee who is convicted of a felony or of a crime involving moral turpitude during his/her employment.

All drivers will be Class B passenger certified driver and will be able to operate the wheelchair lift in all vehicles. IGS has veteran experienced drivers that have been with the firm for over 10 years. The personnel are highly motivated and experienced in the transportation business. IGS will select the best-qualified drivers to handle the delicate DAR program. IGS is aware that the DAR program may involve senior citizens and disabled riders. Hence, the most experienced drivers from the database will be selected. The employees will be subject to further DMV record reviews on a regular basis. IGS. understands the Calabasas community and the high quality of services its residence demand and deserve.

### **Coordination with City Staff**

The City and Contractor shall develop agreed upon communication protocol. The two-way communication channel shall include fax, e-mail, and telephone. IGS will make a member of management available 24/7 to the City staff through a dedicated cell phone line provided to the city upon winning the contract.

IGS is currently engaged in a timely and candid communication with the City of Calabasas while providing the Dial-A-Ride service.

### **Critical Timeline**

IGS. does not expect any issues while preparing for the service startup date. IGS has been

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running the DAR program for the last 9 months without any complaints or interruptions. IGS has implemented all the required tasks stated in the RFP and is ready to continue servicing the city of Calabasas. IGS. is completely operational and ready to continue the Dial-A-Ride program upon being awarded of the contract by the City of Calabasas.

**Labor Hours**

The management team will be dedicating their entire time and attention to fulfilling the scope of services requested by the City of Calabasas. Management will be in the dedicated office Monday through Thursday starting at 8 a.m. until 6:30 p.m., Fridays starting at 8 a.m. until 5 p.m., Saturdays 9 a.m. until 5 p.m., and Sundays at 10 a.m. until 4 p.m. At least one person from management will be available on cell phone past operating office hours.

Monday	10.5 hours + 8 hours
Tuesday	10.5 hours + 8 hours
Wednesday	10.5 hours + 8 hours
Thursday	10.5 hours + 8 hours
Friday	9 hours + 7 hours
Saturday	8 hours
Sunday	6 hours
Hours per week	104
Cost	\$46
Weekly Cost	\$4,784
<b><u>Monthly Cost</u></b>	<b><u>\$19,136</u></b>

Management will dedicate 60-65 hours a week to manage operators, coordinate with the city staff, resolve any issues with the vehicles, and maintain reporting requirements.

By utilizing its current fleet and personnel IGS is able to have a full backup system for the Dial-A-Ride program at no cost to the City of Calabasas. In the event that the initial system is non-operational or overloaded, IGS will be able to provide immediate relief with a backup shuttle and

driver within minutes.

IGS has dedicated a 6 seat 2016 Chrysler van and a reserve driver (available within 10 minutes) to the Dial-A-Ride program. The maximum response time in the event of an incident will be 30 minutes.

There will be no interruptions in the scheduled trips since the relief system is available during service hours. While currently running the Dial-A-ride program IGS has experienced overload due to high demand. The backup car and driver were utilized and IGS was able to continue operation without an interruptions.

**Statement of Economic Interest**

IGS is currently the provider of the Dial-A-Ride service for the City of Calabasas.

**EXHIBIT B**  
**APPROVED FEE SCHEDULE**

**FEE SCHEDULE:**

Dial-A-Ride: \$36 + \$10 = \$46 per service hour  
Each year we add \$1 per service hour.

Demand response, paratransit service within the City of Calabasas city limits and select predetermined locations outside of the City boundary.

- IGS. will provide and maintain one wheelchair accessible vehicle (mini-van).
- IGS. will provide and maintain one Chrysler minivan.
- IGS. will provide customer service and reservation telephone line for passengers.
- Regular program hours are as following:
  - First car:
    - begin at 8:00 a.m. and conclude at 6:30 p.m. Monday to Thursday,
    - begin at 8:00 a.m. and conclude at 5:00 p.m. on Friday,
    - begin at 9:00 a.m. and conclude at 5:00 p.m. on Saturday.
    - begin at 10:00 a.m. and conclude at 4:00 p.m. on Sundays.
  - Second car for medical appointments only:
    - begin at 9:00 a.m. and conclude at 5:00 p.m Monday through Thursday.
    - begin at 9:00 a.m. and conclude at 4:00 p.m. on Friday.

The rates shown above reflect the services proposed in the proposal and are good for the contract term expiring on June 30, 2021. All additional hours of service will be charged accordingly.





*CITY of CALABASAS*

CITY COUNCIL AGENDA REPORT

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**DATE: MAY 21, 2020**

**TO: HONORABLE MAYOR AND COUNCILMEMBERS**

**FROM: JEFF RUBIN, DIRECTOR OF COMMUNITY SERVICES  
TATIANA HOLDEN, P.E., SENIOR CIVIL ENGINEER**

**SUBJECT: RECOMMENDATION TO REJECT ALL BIDS FOR THE WILD WALNUT  
PARK IMPROVEMENTS PROJECT, SPECIFICATION NO. 19-20-03**

**MEETING**

**DATE: JUNE 10, 2020**

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**SUMMARY RECOMMENDATION:**

Staff recommends that City Council reject all bids for the Wild Walnut Park Improvements Project, Specification No. 19-20-03.

**DISCUSSION/ANALYSIS:**

The scope of work for the Wild Walnut Park Improvements Project includes earthwork, permeable parking, ADA accessible features, a drinking fountain, an off-leash enclosed dog park, childrens play equipment and other amenities.

The project was advertised for bid on April 6, 2020, with the Bid Opening scheduled for May 13, 2020. The Bid Opening for this project was conducted via Zoom Teleconference, due to City Hall being closed to the public. There were six bids submitted for this project. The decision to award the project was based on the lowest responsible and responsive bidder. The lowest bid amount was \$578,185.77. However, the lowest bidder was deemed non-qualified due to not meeting the requirement of sub-contracting not more than 50% of the work. The lowest contractor also failed to submit the required hard copy of the bid

documents; therefore, the City cannot award the project to the firm. The second lowest bid amount was \$643,722.95, which was higher than the engineer's estimate and the budget allocated for the project.

Staff plans to work with the design engineer to prepare a new reduced scope of work including value engineering and to separate the project into several phases which can be budgeted out into future fiscal years.

**REQUESTED ACTION:**

Staff recommends that City Council reject all bids for the Wild Walnut Park Improvements Project, Specification No. 19-20-03.



*CITY of CALABASAS*

**CITY COUNCIL AGENDA REPORT**

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**DATE: JUNE 1, 2020**

**TO: HONORABLE MAYOR AND COUNCILMEMBERS**

**FROM: ROBERT YALDA, P.E., T.E., PUBLIC WORKS DIRECTOR  
TATIANA HOLDEN, P.E., SENIOR CIVIL ENGINEER**

**SUBJECT: RECOMMENDATION TO AWARD CONSTRUCTION CONTRACT TO  
C.A. RASMUSSEN, INC. IN THE AMOUNT OF \$3,844,145.25 FOR  
THE RONDELL SMART PARK PROJECT, SPECIFICATION NO. 19-20-06**

**MEETING**

**DATE: JUNE 10, 2020**

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**SUMMARY RECOMMENDATION:**

Staff recommends that City Council award the construction contract for the Rondell Smart Park Project, Specification No. 19-20-06 to C.A. Rasmussen, Inc. in the amount of \$3,342,735.00. Staff also recommends appropriating a 15% contingency of the total contract value of \$3,844,145.25 for potential change orders that are typical with projects of this magnitude.

Staff is recommending total appropriations of \$170,000.00 to cover costs associated with construction management, material testing and special inspections for this project.

Staff further recommends City Council authorize the expenditure of up to \$4,014,145.25 for the project from the Rondell Smart Park Project account no. 40-339-6502-10.

## **DISCUSSION/ANALYSIS:**

The project will construct a parking facility to serve the Las Virgenes Corridor and surrounding areas for commuter parking. The parking lot will have 131 parking stalls to provide parking for ride-share commuters as well as access to a trailhead on the east side of the project. The extension of Rondell Road will have one travel lane in each direction as well as parking stalls on either side of the street. The project site crosses a significant drainage path from the Northeast. A debris capture basin will be constructed to intercept and capture gross debris. Features of the facility will include storm water runoff retention through the use of bioretention techniques, and charging stations for electric vehicles.

The project was advertised for bidding on April 23, 2020, with Bid Opening scheduled for May 20, 2020. The Bid Opening for this project was conducted through Zoom Teleconference, due to the City Hall being closed to the public. One bid was submitted for this project and received by the City Clerk's Department on May 20, 2020.

The bid from C.A. Rasmussen, Inc. was higher than the engineer's estimate and the project budget. Staff analyzed the bid and identified the high cost item. The lump sum price for landscaping bid item was too high due to the project plans calling for larger than necessary trees and higher than necessary quantities for groundcovers, shrubs and grasses for available landscape square footage. Engineering and Landscape Management Divisions staff looked at possible modifications to the landscaping which are possible to implement without compromising the aesthetics. A decision was made to slightly reduce quantities of planting materials and to plant trees in smaller size boxes. Steel guardrail bid items were also revised to a cable railing installation which will match previous installations constructed by the Las Virgenes Road Scenic Corridor project.

C.A. Rasmussen was willing to reassess these items which reduced the bid amount significantly.

C.A. Rasmussen, Inc. has been licensed since 1968. Its classifications include: general engineering contractor; general building contractor; construction zone traffic control; and other classifications.

The contingency amount of \$501,410.25 should be added to the total expenditure cost for a total amount of \$3,844,145.25. The contingency will be utilized for project management, inspection and potential change orders. The amount of \$170,000.00 will be used to cover construction management, material testing and special inspection cost.

**FISCAL IMPACT/SOURCE OF FUNDING:**

Staff requests up to \$4,014,145.25 to be spent from the Rondell Smart Park project account no. 40-339-6502-10. Measure M Local Return funds will be used to finance this project.

**REQUESTED ACTION:**

Staff recommends that City Council award the construction contract for the Rondell Smart Park Project, Specification No. 19-20-06 to C.A. Rasmussen, Inc. in the amount of \$3,342,735.00. Staff also recommends appropriating a 15% contingency of the total contract value of \$3,844,145.25 for potential change orders that are typical with projects of this magnitude.

Staff is recommending total appropriations of \$170,000.00 to cover costs associated with this project.

Staff further recommends City Council authorize the expenditure of up to \$4,014,145.25 for the project from the Rondell Smart Park Project account no. 40-339-6502-10.

**ATTACHMENTS:**

Exhibit A: Construction Contract for C.A. Rasmussen, Inc.

## **ARTICLES OF AGREEMENT**

### **RONDELL SMART PARK PROJECT SPECIFICATION NO. 19-20-06 IN THE CITY OF CALABASAS, CALIFORNIA**

THIS RONDEL SMART PARK PROJECT, SPECIFICATION NO. 19-20-06, AGREEMENT (“AGREEMENT”) is made and entered into for the above-stated project this 10th day of June 2020, BY AND BETWEEN the City of Calabasas, a municipal corporation, hereafter designated as “AGENCY”, and C.A. Rasmussen, Inc., a California Corporation, hereafter designated as “CONTRACTOR.”

WITNESSETH that AGENCY and CONTRACTOR have mutually agreed as follows:

#### **ARTICLE I: Contract Documents**

The contract documents for the Rondell Smart Park Project, SPECIFICATION NO. 19-20-06, shall consist of the Notice Inviting Sealed Bids, Instructions To Bidders, Bid Proposal, Bid Schedule, Standard Specifications, Special Provisions, and all referenced specifications, details, standard drawings, and appendices; together with two signed copies of the AGREEMENT, two signed copies of required bonds; one copy of the insurance certificates, permits, notices, and affidavits; and also including any and all addenda or supplemental agreements clarifying, amending, or extending the work contemplated as may be required to ensure its completion in an acceptable manner (collectively referred to herein as the “Contract Documents”). All of the provisions of the Contract Documents are made a part hereof as though fully set forth herein.

#### **ARTICLE II: Scope of Work**

For and in consideration of the payments and agreements to be made and performed by AGENCY, CONTRACTOR agrees to furnish all materials and equipment and perform all work required for the above-stated project, and to fulfill all other obligations as set forth in the aforesaid Contract Documents.

AGENCY hereby employs CONTRACTOR to provide the materials, do the work, and fulfill the obligations according to the terms and conditions herein contained and referred to, for the prices provided herein, and hereby contracts to pay the same at the time, in the manner, and upon the conditions set forth in this AGREEMENT.

In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to this AGREEMENT, CONTRACTOR offers and agrees to assign to the AGENCY all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (Section 16700, et seq.) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to CONTRACTOR, without further acknowledgment by the parties.

### **ARTICLE III: Compensation**

A. CONTRACTOR agrees to receive and accept the prices set forth in the Bid Proposal and Bid Schedule as full compensation for furnishing all materials, performing all work, and fulfilling all obligations hereunder. In no event shall the total compensation and costs payable to CONTRACTOR under this Agreement exceed the sum of \$3,844,145.25 (Three Million Eight Hundred Forty Four Thousand One Hundred Forty Five and 25/100 Dollars) unless specifically approved in advance and in writing by AGENCY.

Such compensation shall cover all expenses, losses, damages, and consequences arising out of the nature of the work during its progress or prior to its acceptance including those for well and faithfully completing the work and the whole thereof in the manner and time specified in the aforesaid Contract Documents; and also including those arising from actions of the elements, unforeseen difficulties or obstructions encountered in the prosecution of the work, suspension or discontinuance of the work, and all other unknowns or risks of any description connected with the work.

B. This AGREEMENT is subject to the provisions of Article 1.7 (commencing at Section 20104.50) of Division 2, Part 3 of the Public Contract Code regarding prompt payment of CONTRACTORS by local governments. Article 1.7 mandates certain procedures for the payment of undisputed and properly submitted payment requests within 30 days after receipt, for the review of payment requests, for notice to CONTRACTOR of improper payment requests, and provides for the payment of interest on progress payment requests which are not timely made in accordance with that Article. This AGREEMENT hereby incorporates the provisions of Article 1.7 as though fully set forth herein.

C. At the request and expense of CONTRACTOR, securities equivalent to the amount withheld shall be deposited with AGENCY, or with a state or federally chartered bank in this state as the escrow agent, who shall then pay those moneys to CONTRACTOR upon AGENCY's confirmation of CONTRACTOR'S satisfactory completion of this AGREEMENT. At any time during the term of this AGREEMENT CONTRACTOR may, at its own expense, substitute securities for funds otherwise withheld as retention (or the retained percentage) in accordance with Public Contract Code § 22300.

### **ARTICLE IV: Labor Code**

AGENCY and CONTRACTOR acknowledge that this AGREEMENT is subject to the provisions of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code relating to public works and public agencies and agree to be bound by all the provisions thereof as though set forth fully herein. Full compensation for conforming to the requirements of the Labor Code and with other Federal, State and local laws related to labor, and rules, regulations and ordinances which apply to any work performed pursuant to this AGREEMENT is included in the price for all contract items of work involved.

This AGREEMENT is further subject to prevailing wage law, including, but not limited to, the following:

A. The CONTRACTOR shall pay the prevailing wage rates for all work performed under the AGREEMENT. When any craft or classification is omitted from the general prevailing wage

determinations, the CONTRACTOR shall pay the wage rate of the craft or classification most closely related to the omitted classification. The CONTRACTOR shall forfeit as a penalty to AGENCY \$200.00 or any greater penalty provided in the Labor Code for each Calendar Day, or portion thereof, for each worker paid less than the prevailing wage rates for any work done under the AGREEMENT in violation of the provisions of the Labor Code whether such worker is employed in the execution of the work by CONTRACTOR or by any Subcontractor under CONTRACTOR. In addition, CONTRACTOR shall pay each worker the difference between such prevailing wage rates and the amount paid to each worker for each Calendar Day, or portion thereof, for which each worker was paid less than the prevailing wage rate.

B. CONTRACTOR shall comply with the provisions of Labor Code Section 1777.5 concerning the employment of apprentices on public works projects, and further agrees that CONTRACTOR is responsible for compliance with Section 1777.5 by all of its subcontractors.

C. Pursuant to Labor Code § 1725.5, CONTRACTOR and any subcontractor must be registered with the California Department of Industrial Relations for any bid proposal submitted on or after March 1, 2015, and for any contract for public work entered into on or after April 1, 2015. Further, this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

D. Pursuant to Labor Code § 1776, CONTRACTOR and any subcontractor shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with this AGREEMENT. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following: (1) The information contained in the payroll record is true and correct; and (2) The employer has complied with the requirements of Labor Code §§ 1811, and 1815 for any work performed by his or her employees on the public works project. The payroll records enumerated under subdivision (a) shall be certified and shall be available for inspection at all reasonable hours as required by Labor Code § 1776.

E. This AGREEMENT is further subject to 8-hour work day and wage and hour penalty law, including, but not limited to, Labor Code Sections 1810 and 1813, as well as California nondiscrimination laws, as follows:

CONTRACTOR shall strictly adhere to the provisions of the Labor Code regarding the 8-hour day and the 40-hour week, overtime, Saturday, Sunday and holiday work and nondiscrimination on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex or sexual orientation, except as provided in Section 12940 of the Government Code. Pursuant to the provisions of the Labor Code, eight hours' labor shall constitute a legal day's work. Work performed by CONTRACTOR's employees in excess of eight hours per day, and 40 hours during any one week, must include compensation for all hours worked in excess of eight hours per day, or 40 hours during any one week, at not less than one and one-half times the basic rate of pay. CONTRACTOR shall forfeit as a penalty to AGENCY \$25.00 or any greater penalty set forth in the Labor Code for each worker employed in the execution of the work by CONTRACTOR or by any Subcontractor of CONTRACTOR, for each Calendar Day during which such worker is required or permitted to the work more than eight hours in one Calendar Day or more than 40 hours in any one calendar week in violation of the Labor Code.



F. This AGREEMENT is subject to Public Contract Code Section 6109: CONTRACTOR shall be prohibited from performing work on this project with a subcontractor who is ineligible to perform work on the project pursuant to Sections 1777.1 or 1777.7 of the Labor Code.

#### **ARTICLE V: Work Site Conditions**

A. In compliance with and pursuant to Government Code Section 4215, AGENCY shall assume the responsibility, as between the parties to this AGREEMENT, for the timely removal, relocation, or protection of existing main- or trunk-line utility facilities located on the site of any construction project that is a subject of this AGREEMENT, if such utilities are not identified by AGENCY in the plans and specifications made a part of the invitation for bids. The Contract Documents shall include provisions to compensate CONTRACTOR for the costs of locating, repairing damage not due to the failure of CONTRACTOR to exercise reasonable care, and removing or relocating such utility facilities not indicated in the plans and specifications with reasonable accuracy, and for equipment on the project necessarily idled during such work. CONTRACTOR shall not be assessed liquidated damages for delay in completion of the project, when such delay was caused by the failure of AGENCY or the owner of a utility to provide for removal or relocation of such utility facilities.

B. To the extent that the work requires trenches in excess of five feet (5') and is estimated to cost more than \$25,000, prior to any excavation, CONTRACTOR must provide the AGENCY, or a registered civil or structural engineer employed by the AGENCY to whom authority has been delegated to accept such plans, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer. Nothing in this section shall be deemed to allow the use of a shoring, sloping, or protective system less effective than that required by the Construction Safety Orders.

C. This AGREEMENT is further subject to Public Contract Code Section 7104 with regard to any trenches deeper than four feet (4') involved in the proposed work as follows:

CONTRACTOR shall promptly, and before the following conditions are disturbed, notify AGENCY, in writing, of any:

- (1) Material that CONTRACTOR believes may be hazardous waste, as defined in Section 25117 of the Health and Safety Code, which is required to be removed to a Class I, Class II, or Class III disposal site in accordance with existing law.
- (2) Subsurface or latent physical conditions at the site differing from those indicated by all available information provided prior to the deadline for submission of bids.
- (3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.

AGENCY shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or involve hazardous waste, and cause a decrease or increase in CONTRACTOR's cost of, or the

time required for, performance of any part of the work, AGENCY shall issue a change order under the procedures described in this AGREEMENT.

In the event that a dispute arises between AGENCY and CONTRACTOR whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in CONTRACTOR's cost of, or time required for, performance of any part of the work, CONTRACTOR shall not be excused from any scheduled completion date provided in the AGREEMENT, but shall proceed with all work to be performed under the AGREEMENT. CONTRACTOR shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

#### **ARTICLE VI: Insurance**

A. With respect to performance of work under this AGREEMENT, CONTRACTOR shall maintain, and shall require all of its subcontractors to maintain, insurance as required by Section E "Standard Specifications" of the Contract Documents.

B. This AGREEMENT is further subject to Workers' Compensation obligations, including, but not limited to, California Labor Code Sections 1860 and 1861 as follows:

CONTRACTOR shall take out and maintain, during the life of this contract, Worker's Compensation Insurance for all of CONTRACTOR's employees employed at the site of improvement; and, if any work is sublet, CONTRACTOR shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees, unless such employees are covered by the protection afforded by CONTRACTOR. CONTRACTOR and any of CONTRACTOR's subcontractors shall be required to provide AGENCY with a written statement acknowledging its obligation to secure payment of Worker's Compensation Insurance as required by Labor Code § 1861; to wit: 'I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.' If any class of employees engaged in work under this AGREEMENT at the site of the Project is not protected under any Worker's Compensation law, CONTRACTOR shall provide and shall cause each subcontractor to provide adequate insurance for the protection of employees not otherwise protected. CONTRACTOR shall indemnify and hold harmless AGENCY for any damage resulting from failure of either CONTRACTOR or any subcontractor to take out or maintain such insurance.

## **ARTICLE VII: Indemnification**

To the fullest extent permitted by law, CONTRACTOR shall, at its sole cost and expense, fully defend, indemnify and hold harmless AGENCY, its authorized representatives and their respective subsidiaries, affiliates, members, directors, officers, employees and agents (collectively, the “Indemnitees”) from and against any and all claims, actions, demands, costs, judgments, liens, penalties, liabilities, damages, losses, and expenses, including but not limited to any fees of accountants, attorneys or other professionals (collectively “Liabilities”), arising out of, in connection with, resulting from or related to, any act, omission, fault or negligence of CONTRACTOR, CONTRACTOR’s Representative, or any of its officers, agents, employees, Subcontractors or Suppliers, or any person or organization directly or indirectly employed by any of them (Collectively, the “Indemnitors”), in connection with or relating to or claimed to be in connection with or relating to the work performed under this AGREEMENT.

If CONTRACTOR is a joint venture or partnership, each venturer or partner shall be jointly and severally liable for any and all of the duties and obligations of CONTRACTOR that are assumed under or arise out of this AGREEMENT. Each of such venturers or partners waives notice of the breach or non-performance of any undertaking or obligation of CONTRACTOR contained in, resulting from or assumed under this AGREEMENT, and the failure to give any such notice shall not affect or impair such venturer’s or partner’s joint and several liability hereunder.

## **ARTICLE VIII: Binding Effect**

AGENCY and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto and to its partners, successors, assigns, and legal representatives in respect of all covenants, agreements, and obligations contained in the Contract Documents. 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.

## **ARTICLE IX: Dispute Resolution**

A. Any court action arising out of this AGREEMENT shall be filed in the Los Angeles County Superior Court. Any alternative dispute resolution proceeding arising out of this AGREEMENT shall be heard in the County of Los Angeles.

B. AGENCY shall have full authority to compromise or otherwise settle any claim relating to this AGREEMENT or any part hereof at any time. AGENCY shall provide timely notification to CONTRACTOR of the receipt of any third-party claim relating to this AGREEMENT. AGENCY shall be entitled to recover its reasonable costs incurred in providing the notification required by this section.

C. This AGREEMENT is further subject to the provisions of Article 1.5 (commencing at Section 20104) of Division 2, Part 3 of the Public Contract Code regarding the resolution of public works claims of less than \$375,000. Article 1.5 mandates certain procedures for the filing of claims and supporting documentation by CONTRACTOR, for the response to such claims by the AGENCY, for a mandatory meet and confer conference upon the request of CONTRACTOR, for mandatory nonbinding mediation in the event litigation is commenced, and for mandatory judicial arbitration upon the parties’ failure to resolve the

dispute through mediation. This AGREEMENT hereby incorporates the provisions of Article 1.5 as though fully set forth herein.

**ARTICLE X: Independent CONTRACTOR**

CONTRACTOR is and shall at all times remain as to AGENCY, a wholly independent CONTRACTOR. Neither AGENCY nor any of its agents shall have control of the conduct of CONTRACTOR or any of CONTRACTOR's employees, except as herein set forth. CONTRACTOR 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 AGENCY.

**ARTICLE XI: Taxes**

CONTRACTOR is responsible for paying all retail, sales and use, transportation, export, import, special or other taxes and duties applicable to, and assessable against any work, materials, equipment, services, processes and operations incidental to or involved in this AGREEMENT. The CONTRACTOR is responsible for ascertaining and arranging to pay such taxes and duties. The prices established in this AGREEMENT shall include compensation for any taxes the CONTRACTOR is required to pay by laws and regulations in effect as of the execution of this AGREEMENT.

**ARTICLE XII: Notices**

All notices and communications shall be sent in writing to the parties at the following addresses:

AGENCY: Tatiana Holden, P.E.

CONTRACTOR: Charles A. Rasmussen, President

CITY OF CALABASAS

C.A. Rasmussen, Inc.

100 Civic Center Way

28548 Livingston Ave.

Calabasas, CA 91302-3172

Valencia, CA 91355

**ARTICLE XIII: Entire Agreement**

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 pertaining to the work of improvements described herein. Each party to this AGREEMENT acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that 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 benefits and obligations of this AGREEMENT shall inure to and be binding upon the representatives, agents, partners, heirs, successors and assigns of the parties hereto. This AGREEMENT shall be construed pursuant to the laws of the State of California.

#### **ARTICLE XIV: Authority to Contract**

The signatories hereto represent that they are authorized to sign on behalf of the respective parties they represent and are competent to do so, and each of the parties hereto hereby irrevocably waives any and all rights to challenge signatures on these bases.

#### **ARTICLE XV: General Provisions**

A. All reports, documents or other written material (“written products” herein) developed by CONTRACTOR in the performance of this Agreement shall be and remain the property of AGENCY without restriction or limitation upon its use or dissemination by AGENCY. CONTRACTOR may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by CONTRACTOR.

B. In the performance of this Agreement, CONTRACTOR shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability, medical condition or any other unlawful basis.

C. The captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph at the head of which it appears, the section or paragraph hereof, as the case may be, and not such heading, shall control and govern in the construction of this Agreement. Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).

D. The waiver by AGENCY or CONTRACTOR of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. No term, covenant or condition of this Agreement shall be deemed to have been waived by AGENCY or CONTRACTOR unless in writing.

E. Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance of the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any of all of such other rights, powers or remedies.

F. CONTRACTOR shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to AGENCY under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to CONTRACTOR under this Agreement. All such documents shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of AGENCY. In addition, pursuant to Government Code

Section 8546.7, if the amount of public funds expended under this Agreement exceeds ten thousand dollars, all such documents and this Agreement shall be subject to the examination and audit of the State Auditor, at the request of AGENCY or as part of any audit of AGENCY, for a period of three (3) years after final payment under the Agreement.

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 duplicate by setting hereunto their names, titles, hands, and seals this 10th day of June, 2020.

CONTRACTOR:

C.A. Rasmussen, Inc.

\_\_\_\_\_  
Charles A. Rasmussen, President

CONTRACTOR's License No. 254681

AGENCY:

\_\_\_\_\_  
Ray Taylor, Interim Mayor of the City of Calabasas

\_\_\_\_\_  
Date

ATTESTED:

\_\_\_\_\_  
Maricela Hernandez, MMC, City Clerk of the City of Calabasas

\_\_\_\_\_  
Date

APPROVED AS

TO FORM:

\_\_\_\_\_  
Scott Howard, City Attorney of the City of Calabasas

\_\_\_\_\_  
Date

**( EXECUTE IN DUPLICATE )**

**CERTIFICATE OF ACKNOWLEDGMENT**

State of California

County of \_\_\_\_\_

On \_\_\_\_\_ before me, \_\_\_\_\_, personally appeared \_\_\_\_\_ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (SEAL)

**PAYMENT BOND**

**RONDELL SMART PARK PROJECT  
SPECIFICATION NO. 19-20-06  
IN THE CITY OF CALABASAS, CALIFORNIA**

WHEREAS, the City of Calabasas, as AGENCY has awarded to CONTRACTOR's Business Name, as CONTRACTOR, a contract for the above-stated project;

AND WHEREAS, CONTRACTOR is required to furnish a bond in connection with the contract, to secure the payment of claims of laborers, mechanics, material persons, and other persons as provided by law;

NOW THEREFORE, we, the undersigned CONTRACTOR and SURETY, are held and firmly bound unto AGENCY in the sum of **Three Million Eight Hundred Forty Four Thousand One Hundred Forty Five and 25/200 Dollars** (\$3,844,145.25) which is one hundred percent (100%) of the total contract amount for the above-stated project, for which payment well and truly to be made we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION IS SUCH that if CONTRACTOR, its heirs, executors, administrators, successors, assigns or subcontractors, shall fail to pay any of the persons named in Civil Code Section 9100, or amounts due under the Unemployment Insurance Code with respect to work or labor withheld, and to pay over to the Employment Development Department from the wages of employees of the CONTRACTOR and its subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to such work and labor, that the surety or sureties herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, SURETY will pay reasonable attorneys' fees to the plaintiffs and AGENCY in an amount to be fixed by the court.

This bond shall inure to the benefit to any of the persons named in Civil Code Section 9100 as to give a right of action to such persons or their assigns in any suit brought upon this bond.

The SURETY hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or the specifications accompanying it shall in any manner affect SURETY's obligations on this bond. The SURETY hereby waives notice of any such change, extension, alteration or addition and hereby waives the requirements of Section 2845 of the Civil Code as a condition precedent to any remedies AGENCY may have.

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

CONTRACTOR\*

\_\_\_\_\_  
Charles A. Rasmussen, President  
C.A. Rasmussen, Inc.  
28548 Livingston Ave.  
Valencia, CA 91355  
Telephone # 661-367-9040



Surety\*

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\*Provide CONTRACTOR and SURETY name, address and telephone number and the name, title, address and telephone number for the respective authorized representatives. Power of Attorney must be attached.

**( EXECUTE IN DUPLICATE )**

**CERTIFICATE OF ACKNOWLEDGMENT**

State of California

County of \_\_\_\_\_

On \_\_\_\_\_ before me, \_\_\_\_\_, personally appeared \_\_\_\_\_ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (SEAL)

**FAITHFUL PERFORMANCE BOND**  
**RONDELL SMART PARK PROJECT**  
**SPECIFICATION NO. 19-20-06**  
**IN THE CITY OF CALABASAS, CALIFORNIA**

KNOW ALL PERSONS BY THESE PRESENTS That CONTRACTOR's Business Name, hereinafter referred to as "CONTRACTOR" as PRINCIPAL, and \_\_\_\_\_, a corporation duly organized and doing business under and by virtue of the laws of the State of California and duly licensed for the purpose of making, guaranteeing, or becoming sole surety upon bonds or undertakings as Surety, are held and firmly bound unto the CITY OF CALABASAS, CALIFORNIA, hereinafter referred to as the "AGENCY" in the sum of **One Million Nine Hundred Twenty Two Thousand Seventy Two and 60/100 Dollars** (\$1,922,072.60); which is one hundred percent (100%) of the total contract amount for the above stated project; lawful money of the United States of America for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, assigns and successors, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that whereas CONTRACTOR has been awarded and is about to enter into a Contract with AGENCY to perform all work required pursuant to the contract documents for the project entitled: Rondell Smart Park Project, SPECIFICATION NO. 19-20-06 CONTRACT which Contract is by this reference incorporated herein, and is required by AGENCY to give this Bond in connection with the execution of the Contract;

NOW, THEREFORE, if CONTRACTOR and his or her Subcontractors shall well and truly do and perform all the covenants and obligations of the Contract on his or her part to be done and performed at the times and in the manner specified herein including compliance with all Contract specifications and quality requirements, then this obligation shall be null and void, otherwise it shall be and remain in full force and effect;

PROVIDED, that any alterations in the work to be done, or in the material to be furnished, which may be made pursuant to the terms of the Contract, shall not in any way release CONTRACTOR or the Surety thereunder, nor shall any extensions of time granted under the provisions of the Contract release either CONTRACTOR or said Surety, and notice of such alterations of extensions of the Contract is hereby waived by said Surety.

In the event suit is brought upon this Bond by AGENCY and judgment is recovered, said Surety shall pay all costs incurred by AGENCY in such suit, including a reasonable attorney's fee to be fixed by the Court.

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

CONTRACTOR\*

\_\_\_\_\_  
Charles A. Rasmussen, President  
C.A. Rasmussen, Inc.  
28548 Livingston Ave.  
Valencia, CA 91355  
Telephone # 661-367-9040

Surety\* \_\_\_\_\_

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\*Provide CONTRACTOR and SURETY name, address and telephone number and the name, title, address and telephone number for the respective authorized representatives. Power of Attorney must be attached.

**( EXECUTE IN DUPLICATE )**

**CERTIFICATE OF ACKNOWLEDGMENT**

State of California

County of \_\_\_\_\_

On \_\_\_\_\_ before me, \_\_\_\_\_, personally appeared \_\_\_\_\_ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (SEAL)

**MAINTENANCE BOND**  
**RONDELL SMART PARK PROJECT**  
**SPECIFICATION NO. 19-20-06**  
**IN THE CITY OF CALABASAS, CALIFORNIA**

KNOW ALL PERSONS BY THESE PRESENTS THAT WHEREAS, the City of Calabasas, as AGENCY has awarded to CONTRACTOR's Business Name, as CONTRACTOR, a contract for the above-stated project.

AND WHEREAS, CONTRACTOR is required to furnish a bond in connection with the contract guaranteeing maintenance thereof;

NOW, THEREFORE, we, the undersigned CONTRACTOR and SURETY, are held firmly bound unto AGENCY in the sum of **One Million Nine Hundred Twenty Two Thousand Seventy Two and 60/100 Dollars** (\$1,922,072.60), which is fifty percent (50%) of the total contract amount for the above-stated project to be paid to AGENCY, its successors and assigns, for which payment well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that if CONTRACTOR shall remedy without cost to AGENCY any defects which may develop during a period of one (1) year from the date of recordation of the Notice of Completion of the work performed under the contract, provided such defects are caused by defective or inferior materials or work, then this obligation shall be void; otherwise it shall be and remain in full force and effect. In case suit is brought upon this bond, SURETY will pay reasonable attorneys' fees to the AGENCY in an amount to be fixed by the court.

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

CONTRACTOR\*

\_\_\_\_\_  
Charles A. Rasmussen, President  
C.A. Rasmussen, Inc.  
28548 Livingston Ave.  
Valencia, CA 91355  
Telephone # 661-367-9040

Surety\*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\*Provide CONTRACTOR and SURETY name, address and telephone number and the name, title, address and telephone number for the respective authorized representatives. Power of Attorney must be attached.

**( EXECUTE IN DUPLICATE )**

**CERTIFICATE OF ACKNOWLEDGMENT**

State of California

County of \_\_\_\_\_

On \_\_\_\_\_ before me, \_\_\_\_\_, personally appeared \_\_\_\_\_ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (SEAL)



**NON-COLLUSION AFFIDAVIT**

The undersigned declares:

I am the \_\_\_\_\_ of \_\_\_\_\_, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on the \_\_\_ day \_\_\_\_\_, 20\_\_ at \_\_\_\_\_, California.

\_\_\_\_\_  
Charles A. Rasmussen

\_\_\_\_\_  
President

\_\_\_\_\_  
C.A. Rasmussen, Inc.

Business Address:

C.A. Rasmussen, Inc.

28548 Livingston Ave.

Valencia, CA 91355

Telephone # 661-367-9040

# WORKERS' COMPENSATION INSURANCE CERTIFICATE

The CONTRACTOR shall execute the following form as required by the California Labor Code, Sections 1860 and 1861:

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

DATE: \_\_\_\_\_

C.A. Rasmussen, Inc.

By: \_\_\_\_\_

Charles A. Rasmussen,  
President

Attest:

By: \_\_\_\_\_

(Signature)

\_\_\_\_\_  
(Title)

**NOTE:** See Section 7 Responsibility of the CONTRACTOR, Paragraph 7-3 of the Standard Specifications for insurance carrier rating requirements.

## ENDORSEMENTS TO INSURANCE POLICY

Name of Insurance Company: \_\_\_\_\_

Policy Number: \_\_\_\_\_

Effective Date: \_\_\_\_\_

The following endorsements are hereby incorporated by reference into the attached Certificate of Insurance as though fully set forth thereon:

1. The naming of an additional insured as herein provided shall not affect any recovery to which such additional insured would be entitled under this policy if not named as such additional insured, and
2. The additional insured named herein shall not be held liable for any premium or expense of any nature on this policy or any extensions thereof, and
3. The additional insured named herein shall not by reason of being so named be considered a member of any mutual insurance company for any purpose whatsoever, and
4. The provisions of the policy will not be changed, suspended, canceled or otherwise terminated as to the interest of the additional insured named herein without first giving such additional insured twenty (20) days' written notice.
5. Any other insurance held by the additional insured shall not be required to contribute anything toward any loss or expense covered by the insurance, which is referred to by this certificate.
6. **The company provided insurance for this certificate is a company licensed to do business in the State of California with a Best's rating of A+ VIII or greater.**

**It is agreed that the City of Calabasas, its officers and employees, are included as Additional Insureds under the contracts of insurance for which the Certificate of Insurance is given.**

\_\_\_\_\_  
Authorized Insurance Agent

Date: \_\_\_\_\_



**CITY *of* CALABASAS**

**CITY COUNCIL AGENDA REPORT**

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**DATE: MAY 28, 2020**

**TO: HONORABLE MAYOR AND COUNCILMEMBERS**

**FROM: RON AHLERS, CHIEF FINANCIAL OFFICER  
LESLEY PELKA, CPA, ACCOUNTING SUPERVISOR**

**SUBJECT: ADOPTION OF RESOLUTION NO. 2020-1684, LEVYING SPECIAL TAXES WITHIN THE CITY OF CALABASAS COMMUNITY FACILITIES DISTRICT NO. 98-1, SPECIAL TAX REFUNDING BONDS, SERIES 2018; AND ADOPTION OF RESOLUTION NO. 2020-1685, LEVYING SPECIAL TAXES WITHIN THE CITY OF CALABASAS COMMUNITY FACILITIES DISTRICT NO. 2001-1, SPECIAL TAX REFUNDING BONDS, SERIES 2017**

**MEETING**

**DATE: JUNE 10, 2020**

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**SUMMARY RECOMMENDATION:**

It is recommended that Council approve the attached Resolutions levying special taxes for the City of Calabasas Facilities Districts (CFD) 98-1, Special Tax Refunding Bonds 2018 and CFD2001-1, Special Tax Refunding Bonds 2017 for fiscal year 2020/21.

**BACKGROUND:**

1. The City formed the City of Calabasas Community Facilities District No. 98-1, Special Tax Refunding Bonds 2018 which authorized the levy of special taxes for specified parcels within the District (Calabasas Park Centre) in accordance with the Mello-Roos Community Facilities Act of 1982. The District was formed to refinance facilities located in and previously financed by Community Facilities District 98-1. The 98-1 bond issue was refunded on

January 16, 2018 under Special Tax Refunding Bonds, Series 2018 and the principal amount financed was \$3,476,055. The District is in the 3<sup>rd</sup> year of a 12 year term. CFD payments are not debts of the City.

2. The City also formed the City of Calabasas Community Facilities District No. 2001-1, Special Tax Refunding Bonds 2017 which authorized the levy of special taxes for specified parcels within the District (New Millennium Homes/Baldwin). The District was formed to refinance bonds previously issued in 2001 (CFD 2001-1 – The Oaks Mello-Roos) to finance a portion of the cost of construction and acquisition of public facilities of benefit to the property. The 2001-1 bond issue was refunded on December 5, 2017 under Special Tax Refunding Bonds, Series 2017 and the principal amount financed was \$18,062,930. The District is in the 3<sup>rd</sup> year of a 15 year term. CFD payments are not debts of the City.

**DISCUSSION/ANALYSIS:**

The attached resolutions will authorize the levy of the special taxes within the Community Facilities Districts for fiscal year 2020/21. The list of parcels subject to the special tax needs to be filed with the County by August 10, 2020 for placement on the tax roll.

**FISCAL IMPACT/SOURCE OF FUNDING:**

None

**REQUESTED ACTION:**

Staff requests that the City Council approve Resolution Nos. 2020-1684 and 2020-1685, levying special taxes for the City of Calabasas Facilities Districts 98-1, Special Tax Refunding Bonds 2018 and 2001-1, Special Tax Refunding Bonds 2017, respectively for fiscal year 2020/21.

**ATTACHMENTS:**

Resolution No. 2020-1684  
Resolution No. 2020-1684 Attachment

Resolution No. 2020-1685  
Resolution No. 2020-1685 Attachment

**ITEM 7 ATTACHMENT 1  
RESOLUTION NO. 2020-1684**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CALABASAS, CALIFORNIA, LEVYING SPECIAL TAXES WITHIN CITY OF CALABASAS COMMUNITY FACILITIES DISTRICT NO. 98-1, SPECIAL TAX REFUNDING BONDS, SERIES 2018.**

**WHEREAS**, the City Council (the "City Council") of the City of Calabasas, California (the "City"), has formed City of Calabasas Community Facilities District No. 98-1, Special Tax Refunding Bonds, Series 2018 (the "Community Facilities District"), under and pursuant to the Mello-Roos Community Facilities Act of 1982 (the "Act"); and

**WHEREAS**, the City Council, as the legislative body of the Community Facilities District, is authorized under the Act to levy special taxes (the "Special Taxes") to pay for the costs of certain facilities and to authorize the issuance of bonds secured by the Special Taxes under the Act; and

**WHEREAS**, the City Council, pursuant to Ordinance No. 99-138, adopted by the City Council of the City on January 20, 1999, as amended by Ordinance No. 99-139, adopted by the City Council of the City on February 3, 1999, authorized and levied the Special Taxes within the Community Facilities District; and

**WHEREAS**, Section 53340 of the Act provides that the legislative body of a community facilities district may provide, by resolution, for the levy of the special tax in the current year or future tax years at the same rate or at a lower rate than the rate provided by ordinance, if the resolution is adopted and a certified list of all parcels subject to the special tax levy including the amount of the tax to be levied on each parcel for the applicable tax year, is filed by the clerk or other official designated by the legislative body with the county auditor; and

**WHEREAS**, the City Council desires to levy the Special Taxes within the Community Facilities District for Fiscal Year 2020/21.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Calabasas, California, as follows:

**Section 1.** All of the above recitals are true and correct.

**Section 2.** The City Council hereby levies the Special Taxes for the Fiscal Year 2020/21 as outlined and set forth in Attachment hereto. The City Clerk of the City is hereby authorized and directed to file with the Los Angeles County

Auditor/Controller, a certified list of all parcels subject to the Special Tax levy including the amount of the Special Tax to be levied on each parcel for Fiscal Year 2020/21.

**Section 3.** The officers and agents of the City are, and each of them hereby is authorized and directed to execute and deliver any and all documents and instruments and to do and cause to be done any and all acts and things necessary or proper for carrying out the levy of the Special Taxes for Fiscal Year 2020/21 as provided in this Resolution.

**Section 4.** All actions heretofore taken by the officers and agents of the City with respect to the levy of the Special Taxes for Fiscal Year 2020/21 are hereby approved, confirmed and ratified.

**Section 5.** This Resolution shall take effect immediately upon its adoption.

The City Clerk shall certify to the adoption of this resolution and shall cause the same to be processed in the manner required by law.

**PASSED, APPROVED AND ADOPTED** this 10<sup>th</sup> day of June 2020.

---

Alicia Weintraub, Mayor

Attest:

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Maricela Hernandez, City Clerk  
*Master Municipal Clerk*  
*California Professional Municipal Clerk*

APPROVED AS TO FORM:

---

Scott H. Howard  
Colantuono, Highsmith & Whatley, PC  
City Attorney

**CITY OF CALABASAS**  
**Community Facilities District No. 98-1**  
**Special Tax Refunding Bonds - Series 2018**  
**Fiscal Year 2020/2021 - Levy Worksheet**

Description	2020/21 Amount	2019/20 Amount	Increase/(Decrease)
Principal	\$281,200.00	\$275,228.00	\$5,972.00
Interest	<u>69,734.56</u>	<u>77,440.94</u>	<u>(7,706.38)</u>
<i>Subtotal</i>	\$350,934.56	\$352,668.94	(\$1,734.38)
Agency administrative costs	\$18,345.00	\$19,020.00	(\$675.00)
Trustee/Paying Agent costs	4,000.00	4,000.00	0.00
County collection fees (1)	51.00	51.00	0.00
Arbitrage calculation costs	2,250.00	2,250.00	0.00
Continuing disclosure costs	3,187.59	2,620.00	567.59
Bond Administration	6,882.44	6,747.00	135.44
Administration expenses	229.31	226.05	3.26
Other costs / Rounding	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
<i>Subtotal</i>	\$34,945.34	\$34,914.05	\$31.29
Del. management charges	\$0.00	\$0.00	\$0.00
Manual adjustments	0.00	0.00	0.00
Reserve Fund credit	0.00	0.00	0.00
Special Tax Fund credit	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
<i>Subtotal</i>	\$0.00	\$0.00	\$0.00
<b>Total Annual Levy</b>	<b>\$385,879.90</b>	<b>\$387,582.99</b>	<b>(\$1,703.09)</b>
<b>County Apportionment (2)</b>	<b>\$385,828.90</b>	<b>\$387,531.99</b>	<b>(\$1,703.09)</b>
No. of Parcels Levied	4	4	0

- (1) The Los Angeles County collection charge for Fiscal Year 2020/21 is \$0.25 per parcel, plus \$50 per District.  
(2) Amount to be disbursed by Tax Collector if 100% collection is made.

Fund/Account	4/30/2020	4/30/2019	Notes
Special Tax Fund - City held	\$302,300.00	\$351,771.00	
Special Tax Fund - Bank held	5.00	0.00	
Bond Fund	287.00	615.00	
Administrative Expense Fund	2.00	2.00	
Reserve Fund	347,659.00	347,686.00	
Cost of Issuance Fund	0.00	0.00	
<b>Total</b>	<b>\$650,253.00</b>	<b>\$700,074.00</b>	

**Levy Approval**



Signature

5.29.2020

Date



**ITEM 7 ATTACHMENT 2  
RESOLUTION NO. 2020-1685**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
CALABASAS, CALIFORNIA, LEVYING SPECIAL TAXES  
WITHIN CITY OF CALABASAS COMMUNITY FACILITIES  
DISTRICT NO. 2001-1, SPECIAL TAX REFUNDING  
BONDS, SERIES 2017.**

**WHEREAS**, the City Council (the "City Council") of the City of Calabasas (the "City") has formed City of Calabasas Community Facilities District No. 2001-1, Special Tax Refunding Bonds, Series 2017 (the "Community Facilities District"), under and pursuant to the Mello-Roos Community Facilities Act of 1982 (the "Act"); and

**WHEREAS**, the City Council, as the legislative body of the Community Facilities District, is authorized under the Act to levy special taxes (the "Special Taxes") to pay for the costs of certain facilities and to authorize the issuance of bonds secured by the Special Taxes under the Act; and

**WHEREAS**, the City Council, pursuant to Ordinance No. 2001-165, adopted by the City Council of the City on July 18, 2001, authorized and levied the Special Taxes within the Community Facilities District; and

**WHEREAS**, Section 53340 of the Act provides that the legislative body of a community facilities district may provide, by resolution, for the levy of the special tax in the current year or future tax years at the same rate or at a lower rate than the rate provided by ordinance, if the resolution is adopted and a certified list of all parcels subject to the special tax levy including the amount of the tax to be levied on each parcel for the applicable tax year, is filed by the clerk or other official designated by the legislative body with the county auditor; and

**WHEREAS**, the City Council desires to levy the Special Taxes within the Community Facilities District for Fiscal Year 2020/21.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Calabasas as follows:

**Section 1.** All of the above recitals are true and correct.

**Section 2.** The City Council hereby levies the Special Taxes for the Fiscal Year 2020/21 as outlined and set forth in Attachment hereto. The City Clerk of the City is hereby authorized and directed to file with the Los Angeles County Auditor/Controller, a certified list of all parcels subject to the Special Tax levy

including the amount of the Special Tax to be levied on each parcel for Fiscal Year 2020/21.

**Section 3.** The officers and agents of the City are, and each of them hereby is authorized and directed to execute and deliver any and all documents and instruments and to do and cause to be done any and all acts and things necessary or proper for carrying out the levy of the Special Taxes for Fiscal Year 2020/21 as provided in this Resolution.

**Section 4.** All actions heretofore taken by the officers and agents of the City with respect to the levy of the Special Taxes for Fiscal Year 2020/21 are hereby approved, confirmed and ratified.

**Section 5.** This Resolution shall take effect immediately upon its adoption.

The City Clerk shall certify to the adoption of this resolution and shall cause the same to be processed in the manner required by law.

**PASSED, APPROVED AND ADOPTED** this 10<sup>th</sup> day of June 2020.

---

Alicia Weintraub, Mayor

Attest:

---

Maricela Hernandez, City Clerk  
*Master Municipal Clerk*  
*California Professional Municipal Clerk*

APPROVED AS TO FORM:

---

Scott H. Howard  
Colantuono, Highsmith & Whatley, PC  
City Attorney

**CITY OF CALABASAS**  
**Community Facilities District No. 2001-1**  
**Special Tax Refunding Bonds - Series 2017**  
**Fiscal Year 2020/2021 - Levy Worksheet**

Description	2020/21 Amount	2019/20 Amount	Increase/(Decrease)
Principal	\$1,147,680.00	\$1,118,000.00	\$29,680.00
Interest	<u>382,603.82</u>	<u>412,230.82</u>	<u>(29,627.00)</u>
<i>Subtotal</i>	\$1,530,283.82	\$1,530,230.82	\$53.00
Agency administrative costs	\$45,000.00	\$45,000.00	\$0.00
Trustee/Paying Agent costs	3,000.00	3,000.00	0.00
County collection fees (1)	182.75	182.75	0.00
Arbitrage calculation costs	0.00	0.00	0.00
Continuing disclosure costs	3,187.59	2,620.00	567.59
Administration costs	12,176.63	11,937.00	239.63
Administration expenses	<u>405.69</u>	<u>399.94</u>	<u>5.75</u>
<i>Subtotal</i>	\$63,952.66	\$63,139.69	\$812.97
Special Tax B	\$67,629.76	\$67,605.39	\$24.37
Special Tax B Reimbursement	(67,605.39)	(67,289.56)	(315.83)
Escaped Levy	0.00	0.00	0.00
Delinquency Management Charges	0.00	527.00	(527.00)
Reserve Fund credit	0.00	0.00	0.00
Special Tax Fund credit	0.00	0.00	0.00
Installment Rounding	<u>0.00</u>	<u>(5.52)</u>	<u>5.52</u>
<i>Subtotal</i>	\$24.37	\$837.31	(\$812.93)
<b>Total Annual Levy</b>	<b>\$1,594,260.85</b>	<b>\$1,594,207.82</b>	<b>\$53.04</b>
<b>County Apportionment (2)</b>	<b>\$1,594,078.10</b>	<b>\$1,594,025.07</b>	<b>\$53.04</b>
<b>Parcels</b>	<b>531</b>	<b>531</b>	<b>0</b>

- (1) The Los Angeles County collection charge for Fiscal Year 2020/21 is \$0.25 per parcel, plus \$50 per District.  
(2) Amount to be disbursed by Tax Collector if 100% collection is made.

Fund/Account	4/30/2020	4/30/2019	Notes
Special Tax Fund - City Held	\$1,371,652.00	\$2,408,960.00	
Special Tax Fund - Trustee Held	847,790.00	0.00	
Bond Fund	10,153.00	559.00	
Reserve Fund	306,105.00	894,504.00	
Administrative Expense Fund	0.00	0.00	
Cost of Issuance Fund	0.00	0.00	
<b>Total</b>	<b>\$2,535,700.00</b>	<b>\$3,304,023.00</b>	

**Levy Approval**



Approved by:

5.29.2020

Date



**CITY of CALABASAS**  
**CITY COUNCIL AGENDA REPORT**

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**DATE: MAY 28, 2020**

**TO: HONORABLE MAYOR AND COUNCILMEMBERS**

**FROM: ROBERT YALDA, P.E., T.E., PUBLIC WORKS DIRECTOR/CITY ENGINEER  
BENJAMIN CHAN, P.E., DEPUTY PUBLIC WORKS DIRECTOR**

**SUBJECT: RECOMMENDATION TO APPROVE PROFESSIONAL SERVICES AGREEMENTS WITH CONVERSE CONSULTANTS AND NV5 WEST, INC. FOR ON-CALL AND AS-NEEDED MATERIAL TESTING AND SPECIAL INSPECTION SERVICES FOR CITY'S CAPITAL IMPROVEMENT PROGRAM AND RECOVERABLE PROJECTS IN AN AMOUNT NOT TO EXCEED \$100,000 FOR EACH FIRM FOR A THREE-YEAR TERM**

**MEETING**

**DATE: JUNE 10, 2020**

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**SUMMARY RECOMMENDATION:**

Staff recommends that the City Council approve professional service agreements with Converse Consultants and NV5 West, Inc. for On-call and As-needed Material Testing and Inspection Services for the City's Capital Improvement Program (CIP) and Recoverable in an amount not to exceed \$100,000 for each firm, for a three-year term.

**DISCUSSION/ANALYSIS:**

Material Testing and Special Inspection Services are an important and necessary component to preliminary design, project development and construction phase of the City's CIP projects to ensure quality control/quality assurance, conformance to project specifications and the State/Federal requirements. Material Testing and Special Inspection firms specialize in various services that range from soil and asphalt product testing and sampling, to concrete, masonry and steel inspection

and analysis. The majority of the City's CIP projects for the next few fiscal years require material testing and special inspections services.

The purpose of entering into an agreement with one or more qualified firms is to provide general material testing and special inspection services on an on-call time and material basis with a fixed fee schedule. This will eliminate the need to enter into agreements and negotiate fees for each individual project requiring this type of work. Furthermore, fee schedule rates for an on-call services agreement are typically more competitive than those presented on a project by project basis. Having two on-call firms ensure timely services when it is anticipated that there will be multiple design projects occurring around the same time.

City staff issued a Request for Proposal (RFP) for the aforementioned services on March 17, 2020. The services requested are for a three-year term with no option of extending the agreement beyond the term. Fourteen (14) proposals were submitted in response to the RFP. Staff evaluated the proposals using the criteria of relevant firm experience, team qualification, understanding and approach, and other factors. Based on the results of performed evaluation, NV5 West, Inc. and Converse Consultants ranked highest.

Both Converse Consultants and NV5 West, Inc. are well known and experienced in material testing and special inspections for street resurfacing projects, geotechnical investigations and structural testing. In addition, both firms provide engineering geology, soils testing and construction services.

The combined services of these two firms should meet the City's Material Testing and Special Inspection needs for the next three years.

Therefore, staff recommends contracting with Converse Consultants and NV5 West, Inc. for On-Call Material Testing & Special Inspection Services for CIP projects in amounts not to exceed \$100,000, with the option to make adjustment to the fee schedule based on the Consumer Price Index (CPI).

**FISCAL IMPACT/SOURCE OF FUNDING:**

Costs associated with the on-call services agreement are recoverable and charged to the project numbers requiring service (Fund 40).

**REQUESTED ACTION:**

Staff recommends that the City Council approve professional service agreements with Converse Consultants and NV5 West, Inc. for On-call and As-needed Material Testing and Inspection Services for the City's Capital Improvement Program (CIP) and Recoverable in an amount not to exceed \$100,000 for each firm, for a three-year term.

**ATTACHMENTS:**

Exhibit A: Professional Services Agreement with Converse Consultants.

Exhibit B: Professional Services Agreement with NV 5 West, Inc.



CITY of CALABASAS

**ITEM 8 ATTACHMENT A  
PROFESSIONAL SERVICES AGREEMENT**

**CONTRACT SUMMARY**

<b>Name of Contractor:</b>	Converse Consultants
<b>City Department in charge of Contract:</b>	Department of Public Works
<b>Contact Person for City Department:</b>	Benjamin Chan
<b>Period of Performance for Contract:</b>	July 1, 2020 – June 30, 2023 – a three (3) year term
<b>Not to Exceed Amount of Contract:</b>	\$100,000 (One Hundred Thousand Dollars)
<b>Scope of Work for Contract:</b>	On-Call and As-Needed Material Testing and Special Inspection Services

**Insurance Requirements for Contract:**

X yes  no - Is General Liability insurance required in this contract?

If yes, please provide coverage amounts: \$1,000,000

X yes  no - Is Auto insurance required in this contract?

If yes, please provide coverage amounts: \$1,000,000

X yes  no - Is Professional insurance required in this contract?

If yes, please provide coverage amounts: \$1,000,000

X yes  no - Is Workers Comprehensive insurance required in this contract?

As required and in compliance by the State of California and the California Labor Board.

**Proper documentation is required and must be attached.**

Initials: (City) \_\_\_\_\_ (Contractor) \_\_\_\_\_

**PROFESSIONAL SERVICES AGREEMENT  
Providing for Payment of Prevailing Wages  
(City of Calabasas/Converse Consultants)**

**1. IDENTIFICATION**

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into by and between the City of Calabasas, a California municipal corporation (“City”), and Converse Consultants, a California Incorporation (“Consultant”).

**2. RECITALS**

- 2.1 City has determined that it requires the following professional services from a consultant: On-Call and As-Needed Testing Material and Special Inspection Services.
- 2.2 Consultant represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.

**NOW, THEREFORE**, for and in consideration of the mutual covenants and conditions herein contained, City and Consultant agree as follows:

**3. DEFINITIONS**

- 3.1 “Scope of Services”: Such professional services as are set forth in Consultant’s May 19, 2020 proposal to City attached hereto as Exhibit A and incorporated herein by this reference.
- 3.2 “Approved Fee Schedule”: Such compensation rates as are set forth in Consultant’s May 19, 2020 fee schedule to City attached hereto as Exhibit A and incorporated herein by this reference.
- 3.3 “Commencement Date”: July 1, 2020.
- 3.4 “Expiration Date”: June 30, 2023.

**4. TERM**

The term of this Agreement shall commence at 12:00 a.m. on the Commencement Date and shall expire at 11:59 p.m. on the Expiration Date unless extended by written agreement of the parties or terminated earlier in accordance with Section 17 (“Termination”) below.



**5. CONSULTANT'S SERVICES**

- 5.1 Consultant shall perform the services identified in the Scope of Services. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement. In no event shall the total compensation and costs payable to Consultant under this Agreement exceed the sum of One Hundred Thousand Dollars (\$100,000.00) unless specifically approved in advance and in writing by City.
- 5.2 Consultant shall perform all work to the highest professional standards of Consultant's profession and in a manner reasonably satisfactory to City. Consultant shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*).
- 5.3 During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement Date if both (i) such work would require Consultant to abstain from a decision under this Agreement pursuant to a conflict of interest statute and (ii) City has not consented in writing to Consultant's performance of such work.
- 5.4 Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. Doug Pluta shall be Consultant's project administrator and shall have direct responsibility for management of Consultant's performance under this Agreement. No change shall be made in Consultant's project administrator without City's prior written consent.
- 5.5 To the extent that the Scope of Services involves trenches deeper than 4', Contractor shall promptly, and before the following conditions are disturbed, notify the City, in writing, of any:
- (1) Material that the contractor believes may be material that is hazardous waste, as defined in § 25117 of the Health and Safety Code, which is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.
  - (2) Subsurface or latent physical conditions at the site differing from those indicated by information about the site made available to bidders prior to the deadline for submitting bids.
  - (3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.

City shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or involve hazardous waste, and cause a decrease or increase in the contractor's cost of, or the time required for, performance of any part of the work, the City shall issue a change order under the procedures described in the contract.

**6. COMPENSATION**

- 6.1 City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept in full satisfaction for such services, payment in accordance with the Approved Fee Schedule.
- 6.2 Consultant shall submit to City an invoice, on a monthly basis or less frequently, for the services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period and the amount due. Within thirty calendar days of receipt of each invoice, City shall pay all undisputed amounts included on the invoice. City shall not withhold applicable taxes or other authorized deductions from payments made to Consultant.
- 6.3 Payments for any services requested by City and not included in the Scope of Services shall be made to Consultant by City on a time-and-materials basis using Consultant's standard fee schedule. Consultant shall be entitled to increase the fees in this fee schedule at such time as it increases its fees for its clients generally; provided, however, in no event shall Consultant be entitled to increase fees for services rendered before the thirtieth day after Consultant notifies City in writing of an increase in that fee schedule. Fees for such additional services shall be paid within sixty days of the date Consultant issues an invoice to City for such services.
- 6.4 This Agreement is further subject to the provisions of Article 1.7 (commencing at Section 20104.50) of Division 2, Part 3 of the Public Contract Code regarding prompt payment of contractors by local governments. Article 1.7 mandates certain procedures for the payment of undisputed and properly submitted payment requests within 30 days after receipt, for the review of payment requests, for notice to the contractor of improper payment requests, and provides for the payment of interest on progress payment requests which are not timely made in accordance with this Article. This Agreement hereby incorporates the provisions of Article 1.7 as though fully set forth herein.
- 6.5 To the extent applicable, at any time during the term of the Agreement, the Consultant may at its own expense, substitute securities equivalent to the amount withheld as retention (or the retained percentage) in accordance with Public Contract Code section 22300. At the request and expense of the consultant, securities equivalent to the amount withheld shall be deposited with the public agency, or with a state or federally chartered bank in this state as the escrow agent, who shall then pay those moneys to the Consultant. Upon satisfactory completion of the contract, the securities shall be returned to the Consultant.

**7. OWNERSHIP OF WRITTEN PRODUCTS**

All reports, documents or other written material (“written products” herein) developed by Consultant in the performance of this Agreement shall be and remain the property of City without restriction or limitation upon its use or dissemination by City. Consultant may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by Consultant.

**8. RELATIONSHIP OF PARTIES**

Consultant is, and shall at all times remain as to City, a wholly independent contractor. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise to act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant’s employees, except as set forth in this Agreement. Consultant shall not represent that it is, or that any of its agents or employees are, in any manner employees of City.

**9. CONFIDENTIALITY**

All data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without prior written consent by City. City shall grant such consent if disclosure is legally required. Upon request, all City data shall be returned to City upon the termination or expiration of this Agreement.

**10. INDEMNIFICATION**

10.1 The parties agree that City, its officers, agents, employees and volunteers should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys’ fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the parties to be interpreted and construed to provide the City with the fullest protection possible under the law. Consultant acknowledges that City would not enter into this Agreement in the absence of Consultant’s commitment to indemnify and protect City as set forth herein.

10.2 To the fullest extent permitted by law, Consultant shall indemnify, hold harmless and defend City, its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant or any of its officers, employees, servants, agents, or subcontractors in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys’ fees due to counsel of City’s choice.

- 10.3 City shall have the right to offset against the amount of any compensation due Consultant under this Agreement any amount due City from Consultant as a result of Consultant's failure to pay City promptly any indemnification arising under this Section 10 and related to Consultant's failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.
- 10.4 The obligations of Consultant under this Section 10 will not be limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.
- 10.5 Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 10 from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations from others as required herein, Consultant agrees to be fully responsible and indemnify, hold harmless and defend City, its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant's subcontractors or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice.
- 10.6 City does not, and shall not, waive any rights that it may possess against Consultant because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

## **11. INSURANCE**

- 11.1 During the term of this Agreement, Consultant shall carry, maintain, and keep in full force and effect insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with Consultant's performance of this Agreement. Such insurance shall be of the types and in the amounts as set forth below:
- 11.1.1 Comprehensive General Liability Insurance with coverage limits of not less than One Million Dollars (\$1,000,000) including products and operations hazard, contractual insurance, broad form property damage, independent consultants, personal injury, underground hazard, and explosion and collapse hazard where applicable.

11.1.2 Automobile Liability Insurance for vehicles used in connection with the performance of this Agreement with minimum limits of One Million Dollars (\$1,000,000) per claimant and One Million dollars (\$1,000,000) per incident.

11.1.3 Worker's Compensation insurance as required by the laws of the State of California, including but not limited to California Labor Code § 1860 and 1861 as follows:

Contractor shall take out and maintain, during the life of this contract, Worker's Compensation Insurance for all of Contractor's employees employed at the site of improvement; and, if any work is sublet, Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees, unless such employees are covered by the protection afforded by Contractor. Contractor and any of Contractor's subcontractors shall be required to provide City with a written statement acknowledging its obligation to secure payment of Worker's Compensation Insurance as required by Labor Code § 1861; to wit: 'I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.' If any class of employees engaged in work under this contract at the site of the Project is not protected under any Worker's Compensation law, Contractor shall provide and shall cause each subcontractor to provide adequate insurance for the protection of employees not otherwise protected. Contractor shall indemnify and hold harmless City for any damage resulting from failure of either Contractor or any subcontractor to take out or maintain such insurance.

11.1.4 Professional Errors and Omissions Insurance with coverage limits of not less than One Million Dollars (\$1,000,000).

11.2 Consultant shall require each of its subcontractors to maintain insurance coverage that meets all of the requirements of this Agreement.

11.3 The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A:VII in the latest edition of Best's Insurance Guide.

11.4 Consultant agrees that if it does not keep the aforesaid insurance in full force and effect, City may either (i) immediately terminate this Agreement; or (ii) take out the necessary insurance and pay, at Consultant's expense, the premium thereon.

11.5 At all times during the term of this Agreement, Consultant shall maintain on file with City's Risk Manager a certificate or certificates of insurance showing that the aforesaid policies are in effect in the required amounts and naming the City and its

officers, employees, agents and volunteers as additional insureds. Consultant shall, prior to commencement of work under this Agreement, file with City's Risk Manager such certificate(s).

- 11.6 Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages.
- 11.7 The General Liability Policy of insurance required by this Agreement shall contain an endorsement naming City and its officers, employees, agents and volunteers as additional insureds. The General Liability Policy required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty days' prior written notice to City. Consultant agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions. If this contract provides service to a Homeowners Association, that Homeowners Association must be listed as an additional insured in addition to the City.
- 11.8 The insurance provided by Consultant shall be primary to any coverage available to City. Any insurance or self-insurance maintained by City and/or its officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.
- 11.9 All insurance coverage provided pursuant to this Agreement shall not prohibit Consultant, and Consultant's employees, agents or subcontractors, from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against the City.
- 11.10 Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of City, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Consultant shall procure a bond or other security acceptable to the City guaranteeing payment of losses and expenses.
- 11.11 Procurement of insurance by Consultant shall not be construed as a limitation of Consultant's liability or as full performance of Consultant's duties to indemnify, hold harmless and defend under Section 10 of this Agreement.

## **12. MUTUAL COOPERATION**

- 12.1 City shall provide Consultant with all pertinent data, documents and other requested information as is reasonably available for the proper performance of Consultant's services under this Agreement.

12.2 In the event any claim or action is brought against City relating to Consultant's performance in connection with this Agreement, Consultant shall render any reasonable assistance that City may require.

**13. RECORDS AND INSPECTIONS**

Consultant shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of three years after the expiration or termination of this Agreement. City shall have the right to access and examine such records, without charge, during normal business hours. City shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities with respect to this Agreement.

**14. PERMITS AND APPROVALS**

Consultant shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary in the performance of this Agreement. This includes, but shall not be limited to, encroachment permits and building and safety permits and inspections.

**15. NOTICES**

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (i) the day of delivery if delivered by hand, facsimile or overnight courier service during the addressee's regular business hours; or (ii) on the third business day following deposit in the United States mail if delivered by mail, postage prepaid, to the addresses listed below (or to such other addresses as the parties may, from time to time, designate in writing).

If to City:

City of Calabasas  
100 Civic Center Way  
Calabasas, CA 91302  
Attn: Benjamin Chan  
Department of Public Works  
Telephone: (818) 224-1600  
Facsimile: (818) 225-7338

If to Consultant:

Converse Consultants  
717 South Myrtle Avenue  
Monrovia, CA 91016  
Attn: Dr. Siva K. Sivathanan, PE, GE  
Telephone: (626) 930-1275

With courtesy copy to:

Scott H. Howard  
Colantuono, Highsmith & Whatley, PC  
City Attorney  
790 E. Colorado Blvd., Suite 850  
Pasadena, CA 91101  
Telephone: (213) 542-5700  
Facsimile: (213) 542-5710

**16. SURVIVING COVENANTS**

The parties agree that the covenants contained in Section 9, Section 10, Paragraph 12.2 and Section 13 of this Agreement shall survive the expiration or termination of this Agreement.

**17. TERMINATION**

- 17.1. City shall have the right to terminate this Agreement for any reason on five calendar days' written notice to Consultant. Consultant shall have the right to terminate this Agreement for any reason on sixty calendar days' written notice to City. Consultant agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All City data, documents, objects, materials or other tangible things shall be returned to City upon the termination or expiration of this Agreement.
- 17.2. If City terminates this Agreement due to no fault or failure of performance by Consultant, then Consultant shall be paid based on the work satisfactorily performed at the time of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the services required by this Agreement.

**18. GENERAL PROVISIONS**

- 18.1 Consultant shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without City's prior written consent, and any attempt to do so shall be void and of no effect. City shall not be obligated or liable under this Agreement to any party other than Consultant.
- 18.2 In the performance of this Agreement, Consultant shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability, medical condition or any other unlawful basis.
- 18.3 The captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph thereof at the head of which it appears, the section or paragraph thereof, as the case may be, and not such heading, shall control and govern in the construction of this Agreement. Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).
- 18.4 The waiver by City or Consultant of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. No term, covenant or condition of this Agreement shall



be deemed to have been waived by City or Consultant unless in writing.

- 18.5 Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence, in City's sole judgment that such failure was due to causes beyond the control and without the fault or negligence of Consultant.
- 18.6 Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance of the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any of all of such other rights, powers or remedies. In the event legal action shall be necessary to enforce any term, covenant or condition herein contained, the party prevailing in such action, whether reduced to judgment or not, shall be entitled to its reasonable and actual court costs, including accountants' fees, if any, and attorneys' fees expended in such action. The venue for any litigation shall be Los Angeles County, California.
- 18.7 If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to, the extent necessary to cure such invalidity or unenforceability, and shall be enforceable in its amended form. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
- 18.8 This Agreement shall be governed and construed in accordance with the laws of the State of California.
- 18.9 All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between City and Consultant with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed by City and Consultant.

- 18.10 This Section is further subject to the provisions of Article 1.5 (commencing at 20104) of Division 2, Part 3 of the Public Contract Code regarding the resolution of public works claims of less than \$375,000. Article 1.5 mandates certain procedures for the filing of claims and supporting documentation by the contractor, for the response to such claims by the contracting public agency, for a mandatory meet and confer conference upon the request of the contractor, for mandatory nonbinding mediation in the event litigation is commenced, and for mandatory judicial arbitration upon the failure to resolve the dispute through mediation. This Agreement hereby incorporates the provisions of Article 1.5 as though fully set forth herein.
- 18.11 This Agreement is further subject to the provisions of California Public Contracts Code § 6109 which prohibits the Consultant from performing work on this project with a subcontractor who is ineligible to perform work on the project pursuant to §§ 1777.1 or 1777.7 of the Labor Code.

**19. PREVAILING WAGES**

- 19.1 To the extent that the estimated amount of this Agreement exceeds \$1,000, this Agreement is subject to prevailing wage law, including, but not limited to, the following:
- 19.1.1 The Consultant shall pay the prevailing wage rates for all work performed under the Agreement. When any craft or classification is omitted from the general prevailing wage determinations, the Consultant shall pay the wage rate of the craft or classification most closely related to the omitted classification. The Consultant shall forfeit as a penalty to City \$50.00 or any greater penalty provided in the Labor Code for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rates for any work done under the Agreement employed in the execution of the work by Consultant or by any subcontractor of Consultant in violation of the provisions of the Labor Code. In addition, the difference between such prevailing wage rates and the amount paid to each worker for each calendar day, or portion thereof, for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the Consultant.
- 19.1.2 Consultant shall comply with the provisions of Labor Code Section 1777.5 concerning the employment of apprentices on public works projects, and further agrees that Consultant is responsible for compliance with Section 1777.5 by all of its subcontractors.
- 19.1.3 Pursuant to Labor Code § 1776, Consultant and any subcontractor shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem

Wages paid to each journeyman, apprentice, worker, or other employee employed by Consultant in connection with this Agreement. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following: (1) The information contained in the payroll record is true and correct; and (2) The employer has complied with the requirements of Labor Code §§ 1811, and 1815 for any work performed by his or her employees on the public works project. The payroll records enumerated under subdivision (a) shall be certified and shall be available for inspection at all reasonable hours as required by Labor Code § 1776.

19.2 To the extent that the estimated amount of this Agreement exceeds \$1,000, this Agreement is further subject to 8-hour work day and wage and hour penalty law, including, but not limited to, Labor Code Sections 1810 and 1813, as well as California nondiscrimination laws, as follows:

19.2.1 Consultant shall strictly adhere to the provisions of the Labor Code regarding the 8-hour day and the 40-hour week, overtime, Saturday, Sunday and holiday work and nondiscrimination on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex or sexual orientation, except as provided in Section 12940 of the Government Code. Pursuant to the provisions of the Labor Code, eight hours' labor shall constitute a legal day's work. Work performed by Consultant's employees in excess of eight hours per day, and 40 hours during any one week, must include compensation for all hours worked in excess of eight hours per day, or 40 hours during any one week, at not less than one and one-half times the basic rate of pay. Consultant shall forfeit as a penalty to City \$25.00 or any greater penalty set forth in the Labor Code for each worker employed in the execution of the work by Consultant or by any Subcontractor of Consultant, for each calendar day during which such worker is required or permitted to the work more than eight hours in one calendar day or more than 40 hours in any one calendar week in violation of the provisions of the Labor Code.

*Professional Services Agreement  
Providing for Payment of Prevailing Wages  
City of Calabasas/Converse Consultants.*

**TO EFFECTUATE THIS AGREEMENT**, the parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

**“City”  
City of Calabasas**

**“Consultant”  
Converse Consultants**

By: \_\_\_\_\_  
Ray Taylor, Interim City Manager

By: \_\_\_\_\_  
Siva K. Sivathasan, Senior Vice President

Date: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Robert Yalda, P.E., T.E.  
Public Works Director/City Engineer

By: \_\_\_\_\_  
Norman S. Eke, Senior Vice President

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Attest:

By: \_\_\_\_\_  
Maricela Hernandez, MMC, CPMC  
City Clerk

Date: \_\_\_\_\_

Approved as to form:

By: \_\_\_\_\_  
Scott H. Howard  
Colantuono, Highsmith & Whatley, PC  
City Attorney

Date: \_\_\_\_\_

*Professional Services Agreement  
Providing for Payment of Prevailing Wages  
City of Calabasas/Converse Consultants.*

EXHIBIT A  
SCOPE OF WORK & FEE SCHEDULE

## **General Scope of Work**

Converse will provide special inspection and/or testing services, including but not limited to soils inspection with nuclear gage; moisture/density curves; asphaltic concrete services; concrete compression tests, and cylinder storage; weldment testing; coring services; and such other services as may be required by the City.

### **Typical Work Tasks**

We understand that the tasks listed in the RFP may not encompass all the work that might be required by the City, but that all tasks are typical of Capital Improvement Projects. The RFP tasks call for provision of:

- Soils Inspectors with Nuclear Gage.
- Field sampling, inspection and testing such as, but not limiting to:
  1. Concrete batch plant inspection.
  2. Asphaltic concrete placement inspection.
  3. Nondestructive testing.
- Soil and aggregate laboratory testing services such as, but not limited to:
  1. Moisture/Density Curves.
  2. Sieve Analyses.
  3. "R" Values.
  4. Permeability.
  5. Soil classification.
- Concrete services such as, but not limited to:
  1. Performing concrete slump tests.
  2. Preparing concrete cylinder samples.
  3. Mix design review.
  4. Performing compression tests.
  5. Storing concrete cylinders.
- Masonry services such as, but not limited to:
  1. Preparing grout prism and mortar cylinder samples.
  2. Storing grout and mortar samples.
  3. Performing compression tests for grout and mortar samples, concrete blocks, and masonry and concrete cores.
- Asphaltic concrete services such as, but not limited to:
  1. Unit weights of compacted asphaltic concrete.
  2. Extraction gradations.
  3. Stabilometer value.
  4. Consistency, settlement or set time tests.
- Reinforcing and structural steel services such as, but not limiting to:
  1. Mill certification.
  2. Tensile test.
  3. Bend test.
  4. Weldment testing and inspection services.
  5. Bolt, nut or washer hardness or load tests.
  6. Coring services.
- Other specialty testing and inspection services as required. The need for special testing reports or evaluations will be addressed individually; the City will request a proposal, and Converse will provide an estimate for such services.

All testing equipment will be provided by Converse and calibrated to industry standard, and applicable safety attire will be worn at all times. The Converse team will be prepared to attend project progress meetings and other specially called meeting as determined by the City's project manager or his/her representative.

### **Field and Project Summary Reports**

Prior to departing the project site, Converse will provide the City with handwritten field reports of the areas inspected and/or tested.

Laboratory test results will be sent electronically or faxed to the City no later than the next business day of completion of the test. Laboratory test reports will be mailed within three days of completion of the test.

In case of a failing test result or low concrete strength, Converse will notify the City's project manager or his/her representative by telephone immediately, followed by an electronic or faxed confirmation.

Upon notification from the City, Converse will prepare a special inspection summary report consisting of Converse's field observations, and test results performed throughout the duration of the project. The special inspection summary report will be approved by the Converse's professional engineer and submitted to the City within ten business days of project completion.

### **Qualifications**

Converse Consultants' (Converse's) qualified and experienced geotechnical engineers and geologists provide safe, technically sound, economically viable solutions to challenging engineering problems, using the latest methods and techniques.

### **Approach**

The Converse approach takes into account the City's overall objectives. Our standard services and the work plan for our services required will depend on the type of project, site conditions, and plans and requirements set forth by oversight/reviewing agencies and the City of Calabasas. We then assemble a team whose members have the qualifications and experience to address all technical challenges and adequately implement quality control/assurance for every project. Converse's history with local agencies, combined with current experience on similar projects, makes us a good choice to provide Materials Testing & Special Inspection Services on your upcoming capital improvement projects.

### **Capacity**

Converse has over 60 professional and technical staff available to service your projects, including in-house geotechnical engineers, engineering geologists, environmental scientists, special inspectors, laboratory and field technicians, drafting/CAD specialists, and other support personnel.

### **Workload and Ability to Provide Services**

Converse has the staffing necessary and the ability to start services within a couple of days after written notification by the City.

### **Cost Control and Budgeting Methodology**

Converse has the dedicated resources — including cost control and budgeting methodology — necessary to successfully respond to the City's project requirements. Our quality and cost control starts from the time a client asks us to submit a proposal and continues through the completion of our scope of work. In general, we perform the following steps to maintain cost control:

- Review the RFP thoroughly and discuss the project with the client to develop a clear understanding of the project needs and the goals of the project. This enables us to provide the client with a rational scope of work for a reasonable cost.
- Discuss our extent of involvement with the client's contact person. We also discuss the types and quantity of laboratory testing required to meet the project specifications. This enables us to determine the most cost-effective way of meeting the project needs, thereby saving time and money.

The project manager will keep in close contact with clients to make sure they are pleased with our services. In case of higher staff demands he will make every attempt to meet the client's needs. This type of cooperation results in a controlled budget and project schedule.

For projects which include various tasks, we assign technicians and inspectors with multiple certifications. This enables us to keep our personnel effectively utilized while on-site because the field staff can be involved with various tasks for a full eight hours. This can result not only in time savings, but also in cost savings for the client.

### **Budgeting Methodology**

All projects begin with the generation of a budget tracking sheet, which states the labor and expense budgets. Excel budget spreadsheets are typically generated for all projects which breakdown the labor and expense budgets. Converse utilizes an accounting database (Advantage) which allows Project managers immediate access to budget information. Our Project manager will present an updated budget to the City's Project manager on a weekly basis.

### **Cost Control**

Converse always assigns a project manager who is either an engineer or geologist to provide quality control, oversight, and cost control for the assigned project. Being the single point of contact enables our manager to develop a good understanding of the project and clients' requirements. The Converse project manager will review plans and specifications to ensure that the project is completed accordingly. If a potential problem arises or is detected, he will discuss it with the parties involved to arrive at a reasonable solution. This proactive approach helps to avoid issues that can result in a costly delay in the project schedule and budget overruns.



# FEE SCHEDULE

**CONVERSE CONSULTANTS**  
**Prevailing Wage Schedule of Fees**  
**Geotech Personnel**

### Introduction

It is the objective of Converse Consultants to provide its clients with quality professional and technical services and a continuing source of professional advice and opinions. Services will be performed in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. This fee schedule is valid through December 31, 2020.

### Hourly Charges for Personnel

Staff assignments will depend on personnel availability, job complexity, project site location, and experience level required to satisfy the technical requirements of the project and to meet the prevailing standard of professional care.

#### Field Technical Services (all including vehicle and equipment)

Construction Inspector – ACI/ICC and/or AWS/ICWI certified (concrete, post-tension, masonry, structural steel, fireproofing; includes concrete batch plant and local steel fabrication inspections).....	\$125
DSA Masonry Inspector .....	125
Non-Destructive Testing Inspector (ultrasonic, magnetic particle, dye penetrant, skidmore, pull testing, torque testing, Schmidt hammer, and pachometer) .....	130
Soils Technician (soil, base, asphalt concrete, and moisture emission testing).....	125
Sample Pick-Up .....	.50

#### Professional Services (consultation for field and office, if requested)

Staff Professional.....	\$125
Senior Staff Professional.....	125
Project Professional.....	135
Project Manager.....	160
Senior Professional.....	170
Principal Professional.....	210

#### Laboratory Testing

Laboratory Technician.....	Per Test
(Unit prices for routine tests quoted upon request; see Geotechnical Laboratory Testing and Materials Testing Services fee schedules, unit price including report and engineer's review time.)	

#### Office Support

Clerical/Word Processing.....	\$75
Drafting.....	.80
CAD Operator/Drafting Manager.....	.80

Overtime and special shift rates for Field Technical Services personnel are determined in accordance with Prevailing Wage law. Travel time to and from the job site will be charged at the hourly rates for the appropriate personnel.

### Expenses

1. Exploration expenses (drilling, trenching, etc.) are charged at cost plus fifteen percent
2. Travel and subsistence expenses (transportation, room and board, etc.) for individuals on projects requiring travel and/or living 50 miles away from the project site are charged at cost plus fifteen percent.
3. Automobile and truck expenses are charged at cost plus fifteen percent (rentals) or at a rate of fifty-five cents per mile for company-owned vehicles traveling between principal office and project.
4. Other out-of-pocket direct project expenses (aerial photos, long-distance telephone calls, permits, bonds, outside printing services, tests, etc.) are charged at cost plus fifteen percent.

### Invoices

1. Invoices will be submitted to the Client on a monthly basis, and a final bill will be submitted upon completion of services.
2. Payment is due upon presentation of invoice and is past-due thirty days from invoice date. In the event Client fails to make any payment to Converse when due, Converse may immediately cease work hereunder until said payment, together with a service charge at the rate of eighteen percent per annum (but not exceeding the maximum allowed by law) from the due date, has been received. Further, Converse may at its sole option and discretion refuse to perform any further work irrespective of payment from Client in the event Client fails to pay Converse for services when said payments are due.
3. Client shall pay attorneys' fees or other costs incurred in collecting any delinquent amount.

### General Conditions

The terms and provisions of the Converse General Conditions are incorporated into this fee schedule as though set forth in full. If a copy of the General Conditions does not accompany this fee schedule, Client should request a copy from this office.

## Schedule of Fees – Geotechnical Laboratory Testing

Compensation for laboratory testing services will be made in accordance with this fee schedule which includes test report(s) and engineering time. Costs of tests not on this schedule will be by quote and/or in accordance with our current hourly fee schedule. The rates are based on non-contaminated soil. A surcharge will be charged for handling contaminated material, which will be determined based on the project.

### IDENTIFICATION AND INDEX PROPERTIES TESTS

Visual Classification, ASTM D2488	15.00
Engineering Classification, ASTM D2487	15.00
Moisture Content	
Moisture Content and Dry (bulk) Density, ASTM D2216 and D2937	20.00
Moisture Content, ASTM D2216	15.00
Shrinkage Limit, ASTM D427	85.00
Atterberg Limits, ASTM D4318	
Several points	100.00
One Point	50.00
Particle Size Analysis, ASTM D422	
Fine Sieve, from #200 to #4	100.00
Coarse and Fine Sieve, from #200 to 3 in	180.00
Hydrometer	110.00
Percent Passing #200 Sieve, ASTM D1140	80.00
Specific Gravity	
Fine, passing #4 sieve, ASTM D854	90.00
Coarse, retained on #4 sieve, ASTM C127	90.00
Sand Equivalent Test	90.00
Double Hydrometer Dispersion, ASTM D4221	150.00

### COMPACTION AND BEARING STRENGTH

Standard Proctor Compaction, ASTM D698 or ASTM D1557-91	
Method A or B	190.00
Method C, 6" mold	200.00
California Impact Method, Caltrans 218	200.00
R-value, ASTM D2844	250.00
California Bearing Ratio (CBR), ASTM D1883	
1 Point	150.00
3 Points	350.00
Relative Density	
0.1 Cubic Foot Mold	200.00
0.5 Cubic Foot Mold	300.00

### SHEAR STRENGTH

Corvane/Pocket Penetrometer	20.00
Direct Shear	
Quick Test	75.00
Consolidated, Drained, granular soil, ASTM D3080	180.00
Consolidated, Drained, fine grained soil, ASTM D3080	250.00
Consolidated, Undrained, fine grained soil	180.00
Residual Strength, per cycle	60.00
Remolded Specimens	60.00

### STATIC UNIAXIAL AND TRIAXIAL STRENGTH TESTS (PER POINT)

Unconfined Compression, ASTM D2166	100.00
Unconsolidated, Undrained, ASTM D2850	110.00
Consolidated, Undrained, per point	700.00
Consolidated, Drained, per point	700.00
With Pore Pressure Measurement, per load	150.00
Remolded Specimens	60.00

### CONSOLIDATION AND SWELL COLLAPSE TESTS

8 Load Increments	200.00
Additional Load Increment	40.00
Time-Rate, per load increment	80.00
Single Point, collapse test	80.00

Single Load Swell, ASTM D4546	
Ring Sample, Field Moisture	85.00
Ring Sample, Air Dried	85.00
Remolded Sample	60.00
Expansion Index Test, UBC 29-2/ASTM D4829	130.00

### HYDRAULIC CONDUCTIVITY TESTS

Constant Head, ASTM D2434	250.00
Falling Head Flexible Wall, ASTM D5084	300.00
Triaxial Permeability, EPA 9100	350.00
Remolded Specimen	60.00

### CHEMICAL TESTS

Corrosivity (pH, resistivity, sulfates, chlorides)	220.00
Organic Content, ASTM D2974	75.00

**Conditions:** Unit rates presented on this fee schedule are for routinely performed geotechnical laboratory tests. Numerous other earth material physical tests can be performed in our geotechnical laboratories, including rock core, soil cement and soil lime mixture tests. Tests not listed can be quoted upon request. This fee schedule is valid through December 31, 2020.

Prices are based on the assumption that samples are uncontaminated and do not contain heavy metals, acids, carcinogens and/or volatile organics which can be measured by an organic vapor analyzer or photoionization detector with a concentration greater than 50 parts-per-million (ppm). Quoted testing fees are based on the assumption that no protective clothing will be required to handle samples. If Level D protective clothing will be required during handling of samples (as defined in Federal CFR Part 1910.120), then a 40% increase in fees presented in this schedule will be applied. Level C protective clothing will be a 60% increase in fees. Converse will not handle samples that require either Level B or Level A protection in our geotechnical laboratories. Contaminated samples will be returned to the client. Uncontaminated samples will be disposed of 30 days after presentation of test results. The client must disclose the source of samples. Samples imported from out of state will be incinerated after testing in accordance with requirements of the United States Department of Agriculture. Soil samples obtained within the State of California currently designated quarantine areas will also be incinerated in accordance with the requirement of the State of California, Department of Food and Agriculture, Division of Plant Industry, Pest Exclusion. A \$5.00 incineration fee will be added to each sample that is required to be incinerated in accordance with State and Federal law.

Test results requiring plots will be presented in a publishable format generated from computer programs. Otherwise, raw test numbers will be presented. A minimum laboratory fee of \$50.00 will be charged to present and mail test results. Beyond the standard U.S. Mail delivery, specialized transmittal will be charged at additional cost (e.g., Federal Express, UPS, etc.). Geotechnical testing does not include engineering and/or geologic review and analysis. Typical turnaround for geotechnical laboratory testing is two weeks (or roughly ten working days). To expedite test turnaround to five working days, a 50% increase in the fees in this schedule will be applied. Many geotechnical tests require at least one week to perform in accordance with ASTM or other standard specifications. Fees presented in this schedule for relatively undisturbed direct shear, consolidation or expansion pressure tests are based on the assumption that 22-inch-diameter (2.416-inch inside diameter) brass ring samples will be provided to the geotechnical laboratory for testing. Remolded specimens will be compacted in standard 2.5-inch outside diameter brass rings for direct shear, consolidation and expansion pressure tests. All fees presented in this schedule are based on the assumption that the client will deliver samples to our laboratory at no additional cost to Converse.

Invoices will be issued monthly and are payable on receipt unless otherwise agreed upon. Interest of 1.5% per month (but not exceeding the maximum allowed by law) will be payable on any amount not paid within thirty days; payment thereafter to be applied first to accrued interest and then to the principle unpaid amount. The Client shall pay any attorneys' fees or other costs incurred in collecting any delinquent amounts.

## Schedule of Fees – Materials Testing Services

Compensation for laboratory testing services will be based on rates in accordance with this fee schedule which includes test report(s) and engineering time. Costs of tests not on this schedule will be by quote and/or in accordance with our current hourly fee schedule. Our services will be performed in accordance with the General Conditions. This fee schedule is valid through December 31, 2020.

### AGGREGATES

Moisture Content, ASTM D2216.....	15.00
Particle Size Analysis	
Coarse, ASTM C136, each.....	100.00
Coarse and Fine, ASTM C136 & C137, each.....	180.00
Specific Gravity & Absorption	
Coarse Aggregate, ASTM C127.....	85.00
Fine Aggregate, ASTM C128.....	85.00
Unit Weight per Cubic Foot, ASTM C29.....	75.00
Soundness, Sodium or Magnesium, ASTM C88, each.....	200.00
Potential Alkali Reactivity, ASTM D289.....	300.00
Freeze Thaw Soundness.....	175.00
Los Angeles Abrasion, per class, ASTM C131, C535.....	210.00
Sand Equivalent, ASTM D2419.....	90.00
Lightweight Particles, ASTM C123, each.....	85.00
Clay Lumps & Friable Particles, ASTM C142, each.....	120.00
Stripping Test, ASTM D1664, each.....	85.00
Organic Impurities, ASTM C40.....	75.00
Durability.....	By Quote

### CONCRETE TESTS

Laboratory Trial Batch, ASTM C192.....	By Quote
Laboratory Mix Design, Historical Data.....	By Quote
Compression Test, 6"x12" Cylinder, ASTM C39, each.....	35.00
Lightweight Concrete	
Compression.....	35.00
Unit Weight.....	35.00
Specimen Preparation, Trimming or Coring, each.....	60.00
Bond Strength, ASTM C321	
Prepared by Converse.....	150.00
Prepared by Others.....	80.00
Core Compression Test, ASTM C12, each.....	60.00
Flexure Test, 6"x6" Beams, ASTM C78, each.....	110.00
Modulus of Elasticity, Static, ASTM C469, each.....	150.00
Length Change, ASTM C157, 3 bars, 5 readings each, up to 26 days.....	320.00
Splitting Tensile, 6"x12" Cylinders, each.....	80.00
Field Concrete Control (sampling, slump, temperature, cast 4 cylinders, molds, cylinder pick-up, within 10 miles of office, stand-by extra), ASTM/UBC, hourly rate schedule, or each cylinder.....	95.00
Field Concrete Control (same as above plus air content test), ASTM/UBC, each cylinder.....	95.00
Hold Cylinder.....	7.00
Cylinder Mold, sent to job site but not cast by Converse or returned to Converse.....	5.00

### MASONRY (ASTM C140, E447, UBC STANDARD 24-22)

Moisture Content, as received, each.....	20.00
Absorption, each.....	50.00
Compression, each.....	55.00
Shrinkage, ASTM C426, each.....	100.00
Net Area and Volume, each.....	25.00
Masonry Blocks, per set of 9.....	450.00
Masonry Core Compression, each.....	55.00
Masonry Core Shear, each.....	55.00
Masonry Core Trimming, each.....	55.00
Compression Test, grouted prisms, 8"x8"x16", each.....	120.00
Compression Test, grouted prisms, 12"x16"x16", each.....	130.00
Compression Test	
2"x4" Mortar Cylinder, each.....	35.00
3"x6" Grout Prisms, each.....	35.00
2" Cubes, ASTM C109, each.....	35.00
Cast by Others.....	35.00
Mortar or Grout Mix Designs.....	By Quote

### FIREPROOFING TESTS

Oven Dry Density, per sample.....	60.00
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### MOISTURE EMISSION TEST

Moisture Emission Test Kit.....	60.00
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### ASPHALTIC CONCRETE

Stability, Flow, and Unit Weight, ASTM D6927.....	200.00
Marshall ASTM D1559, ASTM D2726.....	200.00
Measured Maximum Specific Gravity of Mix, ASTM D2041, Rice Method, each.....	95.00
Void Analysis of Cores or Marshall Specimens, Calculations Only, ASTM D3203, set of 2 or 3.....	60.00
Laboratory Mixing of Asphalt & Concrete, per sample.....	75.00
Complete Asphalt Concrete Mix Design	
Hveem or Marshall.....	By Quote
Extraction of Asphalt and Gradation, ASTM D2172, Method B, or California 310, including ash correction, each.....	210.00
Extraction of Rubberized Asphalt & Gradation, each.....	250.00
Specific Gravity, ASTM D2726 or ASTM D1188	
Uncoated.....	95.00
Coated.....	105.00
Immersion-Compression.....	400.00
Particle Coating, ASTM D2489.....	55.00
Stripping, ASTM D1664.....	70.00
Moisture or Volatile Distillates in Paving Mixtures, or Materials Containing Petroleum Products or By-Products.....	220.00
Retained Strength, ASTM D1074/D1075, 6 specimens.....	By Quote
Retained Stability, MII, Std. 520A, Method 104, 6 specimens.....	By Quote
CBR, ASTM D1883, including M/D Curve, 1 point.....	350.00
Asphalt Temperature.....	15.00

### STRUCTURAL STEEL

Tensile Test #9 Bar or Smaller, each.....	50.00
Bend Test #9 Bar or Smaller, each.....	50.00
Tensile Test #10 Bar or Greater, each.....	280.00
Tensile Test #14 Bar, each.....	310.00
Rebar Coupler Tensile Test.....	100.00
Tensile Test, Welded #9 Bar or Smaller, each.....	100.00
Tensile Test, Welded #10 Bar or Greater, each.....	280.00
Tensile Test, Welded #14 Bar, each.....	310.00
Tensile Test, Mechanically Spliced, #9 Bar or Smaller, each.....	180.00
Tensile Test, Mechanically Spliced, #10 Bar or Greater, each.....	350.00

### HIGH STRENGTH BOLT, NUT, AND WASHER TESTING

Wedge Tensile Test, A490 Bolts	
Under 100,000 lbs., each.....	55.00
Over 100,000 lbs., each.....	65.00
Wedge Tensile Test, A325 Bolts	
Under 100,000 lbs., each.....	60.00
Tensile Test, Anchor Bolts, tested with displacement transducers, each.....	300.00
Nut Hardness, Proof & Cone Proof Load Test, each.....	50.00
Washer Hardness, each.....	35.00
A325 or A490, Bolt Hardness Only, each.....	35.00
Bolt A325 or A490 Wedge Tensile	
Under 100,000 lbs. & Hardness, each.....	85.00
Over 100,000 lbs. & Hardness, each.....	100.00
Bolt, Nut & Washer, all tests per set with bolts	
Under 100,000 lbs.....	300.00
Over 100,000 lbs.....	380.00

See *Schedule of Fees – Geotechnical Laboratory Testing* for soil testing. Hourly rates are available upon request. Field Laboratory rates are available upon request. Listed unit rates are based upon the assumption that samples will be delivered to our laboratory at no cost to Converse.

# NON-COLLUSION AFFIDAVIT

State of California     )  
  ) ss.  
County of Los Angeles)

\_\_\_\_\_, being first duly sworn, deposes and says that he or she is \_\_\_\_\_ of \_\_\_\_\_, the party making the foregoing bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.”

\_\_\_\_\_  
Signature of Bidder

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
Place of Residence

Subscribed and sworn to before me this \_\_\_ day of \_\_\_\_\_, 20\_\_.

Notary Public in and for the County  
of  
State of California.

My Commission Expires \_\_\_\_\_, 20\_\_.

**WORKERS' COMPENSATION**  
**INSURANCE CERTIFICATE**

The Contractor shall execute the following form as required by the California Labor Code, Sections 1860 and 1861:

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

DATE: \_\_\_\_\_

\_\_\_\_\_  
(Contractor)

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

Attest:

By: \_\_\_\_\_  
(Title)



CITY of CALABASAS

**ITEM 8 ATTACHMENT B  
PROFESSIONAL SERVICES AGREEMENT**

**CONTRACT SUMMARY**

<b>Name of Contractor:</b>	NV5 West, Inc.
<b>City Department in charge of Contract:</b>	Department of Public Works
<b>Contact Person for City Department:</b>	Benjamin Chan
<b>Period of Performance for Contract:</b>	July 1, 2020 – June 30, 2023 – a three (3) year term
<b>Not to Exceed Amount of Contract:</b>	\$100,000 (One Hundred Thousand Dollars)
<b>Scope of Work for Contract:</b>	On-Call and As-Needed Material Testing & Special Inspection Services

**Insurance Requirements for Contract:**

X yes  no - Is General Liability insurance required in this contract?

If yes, please provide coverage amounts: \$1,000,000

X yes  no - Is Auto insurance required in this contract?

If yes, please provide coverage amounts: \$1,000,000

X yes  no - Is Professional insurance required in this contract?

If yes, please provide coverage amounts: \$1,000,000

X yes  no - Is Workers Comprehensive insurance required in this contract?

As required and in compliance by the State of California and the California Labor Board.

**Proper documentation is required and must be attached.**

**PROFESSIONAL SERVICES AGREEMENT  
Providing for Payment of Prevailing Wages  
(City of Calabasas/ NV5 West, Inc.)**

**1. IDENTIFICATION**

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into by and between the City of Calabasas, a California municipal corporation (“City”), and NV5 West, Inc, a California Corporation (“Consultant”).

**2. RECITALS**

- 2.1 City has determined that it requires the following professional services from a consultant: On-Call and As-Needed Testing Material and Special Inspection Services including Geotechnical Design Investigations, Construction Inspection, Environmental Consulting, DSA/OSHPD Inspection, Construction Materials Testing, Pavement Engineering & Evaluation
- 2.2 Consultant represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.

**NOW, THEREFORE**, for and in consideration of the mutual covenants and conditions herein contained, City and Consultant agree as follows:

**3. DEFINITIONS**

- 3.1 “Scope of Services”: Such professional services as are set forth in Consultant’s May 19, 2020 proposal to City attached hereto as Exhibit A and incorporated herein by this reference.
- 3.2 “Approved Fee Schedule”: Such professional services as are set forth in Consultant’s May 19, 2020 proposal to City attached hereto as Exhibit B and incorporated herein by this reference.
- 3.3 “Commencement Date” : July 1, 2020.
- 3.4 “Expiration Date”: June 30, 2023.

**4. TERM**

The term of this Agreement shall commence at 12:00 a.m. on the Commencement Date and shall expire at 11:59 p.m. on the Expiration Date unless extended by written agreement of the parties or terminated earlier in accordance with Section 17 (“Termination”) below.

**5. CONSULTANT’S SERVICES**

- 5.1 Consultant shall perform the services identified in the Scope of Services. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement. In no event shall the total compensation and costs payable to Consultant under this Agreement exceed the sum of One Hundred Thousand Dollars (\$100,000) unless specifically approved in advance and in writing by City.
- 5.2 Consultant shall perform all work to the highest professional standards of Consultant’s profession and in a manner reasonably satisfactory to City. Consultant shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*).
- 5.3 During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement Date if both (i) such work would require Consultant to abstain from a decision under this Agreement pursuant to a conflict of interest statute and (ii) City has not consented in writing to Consultant’s performance of such work.
- 5.4 Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. Mr. Scott Moors shall be Consultant’s project administrator and shall have direct responsibility for management of Consultant’s performance under this Agreement. No change shall be made in Consultant’s project administrator without City’s prior written consent.
- 5.5 To the extent that the Scope of Services involves trenches deeper than 4’, Contractor shall promptly, and before the following conditions are disturbed, notify the City, in writing, of any:
  - (1) Material that the contractor believes may be material that is hazardous waste, as defined in § 25117 of the Health and Safety Code, which is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.
  - (2) Subsurface or latent physical conditions at the site differing from those indicated by information about the site made available to bidders prior to the deadline for submitting bids.
  - (3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.

City shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or involve hazardous waste, and cause a decrease or increase in the contractor’s cost of, or the time required for, performance of any part of the work, the City shall issue a change order under the procedures described in the contract.



**6. COMPENSATION**

- 6.1 City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept in full satisfaction for such services, payment in accordance with the Approved Fee Schedule.
- 6.2 Consultant shall submit to City an invoice, on a monthly basis or less frequently, for the services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period and the amount due. Within thirty calendar days of receipt of each invoice, City shall pay all undisputed amounts included on the invoice. City shall not withhold applicable taxes or other authorized deductions from payments made to Consultant.
- 6.3 Payments for any services requested by City and not included in the Scope of Services shall be made to Consultant by City on a time-and-materials basis using Consultant's standard fee schedule. Consultant shall be entitled to increase the fees in this fee schedule at such time as it increases its fees for its clients generally; provided, however, in no event shall Consultant be entitled to increase fees for services rendered before the thirtieth day after Consultant notifies City in writing of an increase in that fee schedule. Fees for such additional services shall be paid within sixty days of the date Consultant issues an invoice to City for such services.
- 6.4 This Agreement is further subject to the provisions of Article 1.7 (commencing at Section 20104.50) of Division 2, Part 3 of the Public Contract Code regarding prompt payment of contractors by local governments. Article 1.7 mandates certain procedures for the payment of undisputed and properly submitted payment requests within 30 days after receipt, for the review of payment requests, for notice to the contractor of improper payment requests, and provides for the payment of interest on progress payment requests which are not timely made in accordance with this Article. This Agreement hereby incorporates the provisions of Article 1.7 as though fully set forth herein.
- 6.5 To the extent applicable, at any time during the term of the Agreement, the Consultant may at its own expense, substitute securities equivalent to the amount withheld as retention (or the retained percentage) in accordance with Public Contract Code section 22300. At the request and expense of the consultant, securities equivalent to the amount withheld shall be deposited with the public agency, or with a state or federally chartered bank in this state as the escrow agent, who shall then pay those moneys to the Consultant. Upon satisfactory completion of the contract, the securities shall be returned to the Consultant.

**7. OWNERSHIP OF WRITTEN PRODUCTS**

All reports, documents or other written material ("written products" herein) developed by Consultant in the performance of this Agreement shall be and remain the property of City without restriction or limitation upon its use or dissemination by City. Consultant may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by Consultant.

**8. RELATIONSHIP OF PARTIES**

Consultant is, and shall at all times remain as to City, a wholly independent contractor. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise to act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of

Consultant's employees, except as set forth in this Agreement. Consultant shall not represent that it is, or that any of its agents or employees are, in any manner employees of City.

**9. CONFIDENTIALITY**

All data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without prior written consent by City. City shall grant such consent if disclosure is legally required. Upon request, all City data shall be returned to City upon the termination or expiration of this Agreement.

**10. INDEMNIFICATION**

- 10.1 The parties agree that City, its officers, agents, employees and volunteers should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the parties to be interpreted and construed to provide the City with the fullest protection possible under the law. Consultant acknowledges that City would not enter into this Agreement in the absence of Consultant's commitment to indemnify and protect City as set forth herein.
- 10.2 To the fullest extent permitted by law, Consultant shall indemnify, hold harmless and defend City, its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant or any of its officers, employees, servants, agents, or subcontractors in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees due to counsel of City's choice.
- 10.3 City shall have the right to offset against the amount of any compensation due Consultant under this Agreement any amount due City from Consultant as a result of Consultant's failure to pay City promptly any indemnification arising under this Section 10 and related to Consultant's failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.
- 10.4 The obligations of Consultant under this Section 10 will not be limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.
- 10.5 Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 10 from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations from others as required herein, Consultant agrees to be fully responsible and indemnify, hold harmless and defend City, its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant's subcontractors or any other person or entity involved by, for, with or

on behalf of Consultant in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice.

- 10.6 City does not, and shall not, waive any rights that it may possess against Consultant because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

## **11. INSURANCE**

- 11.1 During the term of this Agreement, Consultant shall carry, maintain, and keep in full force and effect insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with Consultant's performance of this Agreement. Such insurance shall be of the types and in the amounts as set forth below:

11.1.1 Comprehensive General Liability Insurance with coverage limits of not less than One Million Dollars (\$1,000,000) including products and operations hazard, contractual insurance, broad form property damage, independent consultants, personal injury, underground hazard, and explosion and collapse hazard where applicable.

11.1.2 Automobile Liability Insurance for vehicles used in connection with the performance of this Agreement with minimum limits of One Million Dollars (\$1,000,000) per claimant and One Million dollars (\$1,000,000) per incident.

11.1.3 Worker's Compensation insurance as required by the laws of the State of California, including but not limited to California Labor Code § 1860 and 1861 as follows:

Contractor shall take out and maintain, during the life of this contract, Worker's Compensation Insurance for all of Contractor's employees employed at the site of improvement; and, if any work is sublet, Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees, unless such employees are covered by the protection afforded by Contractor. Contractor and any of Contractor's subcontractors shall be required to provide City with a written statement acknowledging its obligation to secure payment of Worker's Compensation Insurance as required by Labor Code § 1861; to wit: 'I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.' If any class of employees engaged in work under this contract at the site of the Project is not protected under any Worker's Compensation law, Contractor shall provide and shall cause each subcontractor to provide adequate insurance for the protection of employees not otherwise protected. Contractor shall indemnify and hold harmless City for any damage resulting from failure of either Contractor or any subcontractor to take out or maintain such insurance.

11.1.4 Professional Errors and Omissions Insurance with coverage limits of not less than One Million Dollars (\$1,000,000).

- 11.2 Consultant shall require each of its subcontractors to maintain insurance coverage that meets all of the requirements of this Agreement.
- 11.3 The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A:VII in the latest edition of Best's Insurance Guide.
- 11.4 Consultant agrees that if it does not keep the aforesaid insurance in full force and effect, City may either (i) immediately terminate this Agreement; or (ii) take out the necessary insurance and pay, at Consultant's expense, the premium thereon.
- 11.5 At all times during the term of this Agreement, Consultant shall maintain on file with City's Risk Manager a certificate or certificates of insurance showing that the aforesaid policies are in effect in the required amounts and naming the City and its officers, employees, agents and volunteers as additional insureds. Consultant shall, prior to commencement of work under this Agreement, file with City's Risk Manager such certificate(s).
- 11.6 Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages.
- 11.7 The General Liability Policy of insurance required by this Agreement shall contain an endorsement naming City and its officers, employees, agents and volunteers as additional insureds. The General Liability Policy required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty days' prior written notice to City. Consultant agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions. If this contract provides service to a Homeowners Association, that Homeowners Association must be listed as an additional insured in addition to the City.
- 11.8 The insurance provided by Consultant shall be primary to any coverage available to City. Any insurance or self-insurance maintained by City and/or its officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.
- 11.9 All insurance coverage provided pursuant to this Agreement shall not prohibit Consultant, and Consultant's employees, agents or subcontractors, from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against the City.
- 11.10 Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of City, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Consultant shall procure a bond or other security acceptable to the City guaranteeing payment of losses and expenses.
- 11.11 Procurement of insurance by Consultant shall not be construed as a limitation of Consultant's liability or as full performance of Consultant's duties to indemnify, hold harmless and defend under Section 10 of this Agreement.

**12. MUTUAL COOPERATION**

- 12.1 City shall provide Consultant with all pertinent data, documents and other requested information as is reasonably available for the proper performance of Consultant’s services under this Agreement.
- 12.2 In the event any claim or action is brought against City relating to Consultant’s performance in connection with this Agreement, Consultant shall render any reasonable assistance that City may require.

**13. RECORDS AND INSPECTIONS**

Consultant shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of three years after the expiration or termination of this Agreement. City shall have the right to access and examine such records, without charge, during normal business hours. City shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities with respect to this Agreement.

**14. PERMITS AND APPROVALS**

Consultant shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary in the performance of this Agreement. This includes, but shall not be limited to, encroachment permits and building and safety permits and inspections.

**15. NOTICES**

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (i) the day of delivery if delivered by hand, facsimile or overnight courier service during the addressee’s regular business hours; or (ii) on the third business day following deposit in the United States mail if delivered by mail, postage prepaid, to the addresses listed below (or to such other addresses as the parties may, from time to time, designate in writing).

If to City:

City of Calabasas  
100 Civic Center Way  
Calabasas, CA 91302  
Attn: Mr. Benjamin K. Chan  
Department of Public Works  
Telephone: (818) 224-1600  
Facsimile: (818) 225-7338

If to Consultant:

*NV5 West, Inc.  
1868 Palma Dr, Suite A  
Ventura, CA 93003  
Attn: Mr. Scott Moors  
Telephone: (805) 656-6074  
Cell Phone: (805) 290-5194*

With courtesy copy to:

Scott H. Howard  
Colantuono, Highsmith & Whatley, PC  
City Attorney  
790 E. Colorado Blvd., Suite 850  
Pasadena, CA 91101

Telephone: (213) 542-5700  
Facsimile: (213) 542-5710

**16. SURVIVING COVENANTS**

The parties agree that the covenants contained in Section 9, Section 10, Paragraph 12.2 and Section 13 of this Agreement shall survive the expiration or termination of this Agreement.

**17. TERMINATION**

17.1. City shall have the right to terminate this Agreement for any reason on five calendar days' written notice to Consultant. Consultant shall have the right to terminate this Agreement for any reason on sixty calendar days' written notice to City. Consultant agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All City data, documents, objects, materials or other tangible things shall be returned to City upon the termination or expiration of this Agreement.

17.2 If City terminates this Agreement due to no fault or failure of performance by Consultant, then Consultant shall be paid based on the work satisfactorily performed at the time of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the services required by this Agreement.

**18. GENERAL PROVISIONS**

18.1 Consultant shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without City's prior written consent, and any attempt to do so shall be void and of no effect. City shall not be obligated or liable under this Agreement to any party other than Consultant.

18.2 In the performance of this Agreement, Consultant shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability, medical condition or any other unlawful basis.

18.3 The captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph thereof at the head of which it appears, the section or paragraph thereof, as the case may be, and not such heading, shall control and govern in the construction of this Agreement. Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).

18.4 The waiver by City or Consultant of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. No term, covenant or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in writing.

- 18.5 Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence, in City's sole judgment that such failure was due to causes beyond the control and without the fault or negligence of Consultant.
- 18.6 Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance of the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any of all of such other rights, powers or remedies. In the event legal action shall be necessary to enforce any term, covenant or condition herein contained, the party prevailing in such action, whether reduced to judgment or not, shall be entitled to its reasonable and actual court costs, including accountants' fees, if any, and attorneys' fees expended in such action. The venue for any litigation shall be Los Angeles County, California.
- 18.7 If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to, the extent necessary to cure such invalidity or unenforceability, and shall be enforceable in its amended form. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
- 18.8 This Agreement shall be governed and construed in accordance with the laws of the State of California.
- 18.9 All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between City and Consultant with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed by City and Consultant.
- 18.10 This Agreement is further subject to the provisions of Article 1.5 (commencing at Section 20104) of Division 2, Part 3 of the Public Contract Code regarding the resolution of public works claims of less than \$375,000. Article 1.5 mandates certain procedures for the filing of claims and supporting documentation by the contractor, for the response to such claims by the contracting public agency, for a mandatory meet and confer conference upon the request of the contractor, for mandatory nonbinding mediation in the event litigation is commenced, and for mandatory judicial arbitration upon the failure to resolve the dispute through mediation. This Agreement hereby incorporates the provisions of Article 1.5 as though fully set forth herein.
- 18.11 This Agreement is further subject to the provisions of California Public Contracts Code § 6109 which prohibits the Consultant from performing work on this project with a subcontractor who is ineligible to perform work on the project pursuant to §§ 1777.1 or 1777.7 of the Labor Code.

**19. PREVAILING WAGES**

19.1 To the extent that the estimated amount of this Agreement exceeds \$1,000, this Agreement is subject to prevailing wage law, including, but not limited to, the following:

19.1.1 The Consultant shall pay the prevailing wage rates for all work performed under the Agreement. When any craft or classification is omitted from the general prevailing wage determinations, the Consultant shall pay the wage rate of the craft or classification most closely related to the omitted classification. The Consultant shall forfeit as a penalty to City \$50.00 or any greater penalty provided in the Labor Code for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rates for any work done under the Agreement employed in the execution of the work by Consultant or by any subcontractor of Consultant in violation of the provisions of the Labor Code. In addition, the difference between such prevailing wage rates and the amount paid to each worker for each calendar day, or portion thereof, for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the Consultant.

19.1.2 Consultant shall comply with the provisions of Labor Code Section 1777.5 concerning the employment of apprentices on public works projects, and further agrees that Consultant is responsible for compliance with Section 1777.5 by all of its subcontractors.

19.1.3 Pursuant to Labor Code § 1776, Consultant and any subcontractor shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by Consultant in connection with this Agreement. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following: (1) The information contained in the payroll record is true and correct; and (2) The employer has complied with the requirements of Labor Code §§ 1811, and 1815 for any work performed by his or her employees on the public works project. The payroll records enumerated under subdivision (a) shall be certified and shall be available for inspection at all reasonable hours as required by Labor Code § 1776.

19.2 To the extent that the estimated amount of this Agreement exceeds \$1,000, this Agreement is further subject to 8-hour work day and wage and hour penalty law, including, but not limited to, Labor Code Sections 1810 and 1813, as well as California nondiscrimination laws, as follows:

19.2.1 Consultant shall strictly adhere to the provisions of the Labor Code regarding the 8-hour day and the 40-hour week, overtime, Saturday, Sunday and holiday work and nondiscrimination on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex or sexual orientation, except as provided in Section 12940 of the Government Code. Pursuant to the provisions of the Labor Code, eight hours' labor shall constitute a legal day's work. Work performed by Consultant's employees in



excess of eight hours per day, and 40 hours during any one week, must include compensation for all hours worked in excess of eight hours per day, or 40 hours during any one week, at not less than one and one-half times the basic rate of pay. Consultant shall forfeit as a penalty to City \$25.00 or any greater penalty set forth in the Labor Code for each worker employed in the execution of the work by Consultant or by any Subcontractor of Consultant, for each calendar day during which such worker is required or permitted to the work more than eight hours in one calendar day or more than 40 hours in any one calendar week in violation of the provisions of the Labor Code.

**TO EFFECTUATE THIS AGREEMENT**, the parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

**“City”  
City of Calabasas**

**“Consultant”  
NV5 West, Inc.**

By: \_\_\_\_\_  
Ray Taylor, Interim City Manager

By: \_\_\_\_\_  
Scott Moors, Vice President

Date: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Robert Yalda, P.E., T.E.  
Public Works Director/City Engineer

By: \_\_\_\_\_  
Carol Harrison, Client Service Manager

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Attest:

By: \_\_\_\_\_  
Maricela Hernandez, MMC, CPMC  
City Clerk

Date: \_\_\_\_\_

Approved as to form:

By: \_\_\_\_\_  
Scott H. Howard  
Colantuono, Highsmith & Whatley, PC  
City Attorney

Date: \_\_\_\_\_

## EXHIBIT A SCOPE OF WORK

NV5 understands that the City's intent is to hire a well-qualified consultant, familiar with the work required under this RFP. Materials testing and inspection shall be as per the project plans and specifications, the City's Quality Assurance Program (using CT methods where appropriate), the latest edition of Caltrans Construction Manual, and Public Works Construction Greenbook. NV5 shall work closely with the City's Project Manager and staff to successfully complete the project and protect the interest of the City.

NV5 is uniquely-well qualified to achieve these objectives. We work on Caltrans projects throughout the state on a daily basis. NV5 holds several On-Call Caltrans Construction Inspection and Material Testing contracts including Caltrans Districts 6, 9, 10, and 11; and formerly in District 7. We are intimately familiar with Caltrans procedures and the LAPM, including the January 2020 update. Our staff and laboratory are Caltrans certified.

The work to be performed by the Consultant shall be based on the procedures, guidelines, standards, and the code contained in the Caltrans and City of Calabasas publications listed below:

- Project Plans and Project Specifications
- City of Calabasas Quality Assurance Program
- Caltrans Construction Manual, current edition
- CALOSHA Construction Safety Orders, current edition
- Standard Specifications for Public Works Construction, Greenbook current edition
- Standard Plans of Public Works, current edition

NV5 is committed to providing high-quality work in a responsive timeframe that meets all applicable state and federal regulations.

### **Geotechnical Consulting**

NV5's geotechnical engineers, geologists, and technicians provide technical design expertise and practical construction experience with practical solutions for challenging geotechnical site conditions. Our geotechnical services include:

Geotechnical Investigations	Analysis & Design
Laboratory Testing	Field Observation & Testing

With over sixty years' experience, offices nationwide, and 1000's of successfully completed projects, our geotechnical disciplines include:

Engineering Geology	Geotechnical Engineering
Hydrogeology	Foundation Studies
Subsurface Exploration	Geologic Mapping
Groundwater Evaluation	Landslides & Slope Stability

Seismic Risk Assessment	Fault Hazard Evaluation
Liquefaction Hazard Eval	Deep Foundation Analysis
Retaining Wall Analysis	Grading Observation
Pavement Design	Forensic Evaluation
Expert Witness Testimony	3rd-Party/ Municipal Review

### **Construction Inspection**

NV5's deep bench of deputy and special inspectors provide comprehensive inspection from site work through building envelope. Inspectors operate under the technical supervision of our engineering manager and are trained to proactively resolve conflicts and work towards clean closure of building permits in the following disciplines:

Reinforced Concrete	Pre-Stressed/ PTConcrete
Structural Masonry	Shotcrete
Structural Steel Welding	High Strength Bolting
Non-Destructive Testing	Spray-Applied Fireproofing
Plant Inspect – HMA/Conc	Deep Foundation

Our inspectors are certified by:

International Code Council (ICC)	American Welding Soc (AWS)
American Concrete Inst (ACI)	Caltrans, NACE, ASNT
CA Div of State Architect (DSA)	Local Building Officials

### **Construction Material Testing**

Expert laboratory analysis is a vital component of virtually every service NV5 provides. Our laboratories are equipped & certified to test:

Aggregates; Asphaltic Concrete; Soils; Concrete; Masonry; Mortar/Grout; Shotcrete;  
Reinforcing Steel; Structural Steel; Steel & Paint Thickness; Fireproofing; Concrete Paving

As one of the most sophisticated materials laboratories in the nation, our engineers oversee specialty field and lab tests including:

Superpave HMA; Concrete Drying Shrinkage; Concrete Petrography; Floor Flatness FF & FL  
33 Compliance Testing; Floor Moisture Emission; Alkali-Silica Reactivity; Forensic Material  
Evaluation

The building code requires testing labs be certified and participate in proficiency sample programs.

### **Non-Destructive Testing**

NV5 provides complete NDT Services supervised by our ASNT Level III Inspector and accepted by DSA and OSHPD. Our NDT procedures include:

Ultrasonic Testing; Dye-Penetrant; Magnetic Particle; Anchor Pull Testing; Schmidt Hammer Surveys; Ground Penetrating Radar

### **Pavement Consulting**

NV5 maintains some of the foremost asphalt testing facilities in California. Our labs test and evaluate virtually any asphalt or roadway material and we are one of California's leaders in Superpave testing. All technicians are trained and Caltrans-certified to provide technically sound, defensible data you can rely upon. Our pavement engineers provide practical and cost-effective pavement rehab recommendations based upon decades of construction expertise.

Pavement Evaluation and Rehab Recommendations; Public Works Inspection; Asphalt Batch Plant Inspection; Asphalt Lay Down Inspection; Superpave Testing: Gyrotratory & Hamburg; Fully-Equipped Pavement Coring Truck; Mobile Asphalt Laboratory; Forensic Pavement Evaluation; Asphalt Mix Design: Marshall, Hveem, Superpave;

Asphalt Laboratory Testing, including:

- ◆ Gyrotratory Compaction ◆ Surface Abrasion (CT 360)
- ◆ Hamburg Wheel Tracker ◆ Wet Track Abrasion
- ◆ Bulk Specific Gravity ◆ Solvent Extraction
- ◆ Hveem Stability/R-Value ◆ Marshall Stability & Flow

### **Public Works Inspection**

NV5's seasoned construction inspectors are focused on 3 primary goals: building projects within budget, completing projects on schedule, and meeting specified quality standards. Our inspectors bring practical construction experience combined with NV5's breadth of engineering expertise to benefit your infrastructure projects. With unparalleled Caltrans and pavement rehabilitation expertise, we add invaluable knowhow as an extension of your inspection staff.

Greenbook (SSPWC)  
Calif. Building Code  
Caltrans Standard Plans & Specifications

Caltrans Local Assistance Procedure Manual  
Caltrans Construction Manual  
CalOSHA Construction Safety Orders  
APWA Work Area Traffic Control Handbook (WATCH)

**DSA / OSHPD Inspection**

Building upon 50+ years of schoolhouse construction experience, NV5's DSA PIs and OSHPD IORs provide "personal, continuous inspection of all work" as required under Title 24A for the Building Code. NV5 has a seasoned team of DSA Class 1, 2, and 3 PIs and Class A and B OSHPD IORs with the training and experience to achieve clean closure of school and hospital construction under State building authority.

# EXHIBIT B APPROVED FEE SCHEDULE

## GENERAL TERMS & CONDITIONS

**Testing Samples** - An hourly preparation charge will be added to all samples submitted that are not ready for testing.

**Turn-Around-Time** - Standard TAT indicated in superscript.

**RUSH:** 50% surcharge. Sample prioritized over other samples in que.

**PRIORITY:** 100% surcharge: Completed as fast as possible per method.

See notes regarding TAT at bottom of page 3.

**Project Setup** - A \$165 fee applies for setup and administration of On-Call agreements and contracts less than \$3,000.

**Scheduling** - A minimum of 24-hour notice is required to schedule personnel (48-hour for DSA projects). For same-day scheduling, a 50% premium applies. Same-day cancellations will incur a 2-hour charge. Any cancellation after field personnel have been dispatched.

**Minimum Charges** - A minimum charge of 4 hours applies to inspection/testing call-out between 0 and 4 hours. Eight (8) hours will be charged for work performed over 4 hours up to 8 hours. Overtime charges will be rounded to the nearest half hour.

**Overtime Rates** - Rates are based on an 8-hour workday between the hours of 7:00 a.m. and 4:00 p.m., Monday through Friday. Work outside of these hours or in excess of 8 hours in one day or over 40 hours in one week will be charged at 1.5 times the listed rates. Work over 12 hours in one day or work on holidays will be charged at 2.0 times quoted rates.

**Holidays** - New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day and the following Friday, and Christmas Day. For holidays falling on Saturday or Sunday, the closest previous or following regular workday will be observed.

**Travel** - Hourly travel is charged portal-to-portal for technicians. Travel charges are normally waived for special inspectors within 25 miles of our laboratory. Mileage/Trip Charges charged at rates listed below.

**Per Diem** - Per diem will be charged at 1.15 times the Federal (GSA) rate for all out-of-town assignments unless otherwise arranged.

**Project Management & Report Distribution** - All assignments are under the supervision of a Registered Professional Engineer. Engineering time of 0.1 hour per inspection day or 1/4-hour/week (min) will be included for scheduling, management, report review, and data evaluation.

**Outside Services / Drillers-CPT / Subcontractors** - Cost plus 15%.

**Prevailing Wage** - Client shall notify NV5, in writing, of any requirement for payment of California Prevailing Wage or other predetermined wage condition. Client agrees to indemnify NV5 against all costs related Client's failure to notify NV5 of predetermined wage requirements.

**Sample Disposition** - Unless previously arranged, all samples will be disposed of upon completion of testing. Any samples suspected of contamination will be returned to Client. If requested, retained samples may be archived for a specified period for an agreed monthly fee.

**Certified Payroll** - A \$55 per week, per project processing fee for Certified Payroll will be assessed on Prevailing Wage projects.

**Escalation** - Listed rates are subject to annual escalation consistent with the Consumer Price Index ([www.bls.gov](http://www.bls.gov)). Prevailing Wage labor rates will be adjusted in accordance with DIR mandated increases plus 50%. (<http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>). Updated Fee Schedules will be published annually and become effective January 1.

## I. PROFESSIONAL, TECHNICAL, & SUPPORT STAFF

*(Hourly rates unless otherwise indicated. Charges are portal-to-portal from/to NV5's lab)*

<u>A. Professional Staff</u>	<u>Standard</u>
Principal Engineer/Geologist/Consultant	\$ 195
Senior Engineer/Geologist/Consultant (PE, CEG)	\$ 170
Project Engineer/Geologist/Consultant	\$ 150
Sr. Staff Engineer/Geologist/Consultant	\$ 130
Staff Engineer/Geologist/Consultant	\$ 120
Project Manager	\$ 130
<u>B. Technical Staff</u>	<u>Prevailing Wage</u> <u>Standard</u>
ICC Special Inspector* I / Soil-Asphalt-ACI Technician I	\$ 105    \$ 75
ICC Special Inspector* II / Soil-Asphalt-ACI Technician II	\$ 110    \$ 85
ICC Special Inspector* III / Soil-Asphalt-ACI Technician III	\$ 115    \$ 95
<i>* Concrete, P/T Concrete, Masonry, Structural Steel, Bolting, Fireproofing, Pile Driving</i>	
AWS Certified Welding Inspector I	\$ 110    \$ 85
AWS Certified Welding Inspector II	\$ 115    \$ 100
Roofing/Waterproofing Inspector I	\$ 105    \$ 94
Roofing/Waterproofing Inspector II	\$ 110    \$ 94
NDT Technician I (UT/Mag Part./Dye Pen.)	\$ 110    \$ 95
NDT Technician II (UT/Mag Part./Dye Pen.)	\$ 120    \$ 100
<u>C. Public Works/DSA/OSPHD Inspection</u>	<u>Prevailing Wage</u> <u>Standard</u>
Project Inspector / OSHPD IOR C, DSA PI III	\$ 110    \$ 95
Project Inspector / OSHPD IOR B, DSA PI II	\$ 115    \$ 110
Project Inspector / OSHPD IOR A, DSA PI I	\$ 125    \$ 120
DSA Masonry / Shotcrete Inspection I	\$ 115    \$ 95
DSA Masonry / Shotcrete Inspection II	\$ 120    \$ 110
<u>D. Sample Pickup, Delivery, Storage &amp; Mileage</u>	<u>Standard</u>
Sample Pickup/Delivery (>25mi. radius of Lab) - plus applicable unit price	\$ 65/hr
Saturday Sample Pickup/Delivery (hourly, 4 hr minimum, plus mileage)	\$ 98/hr
Mileage / Trip Charge - Field Vehicle (\$30/day minimum charge)	\$0.65/mi
Mileage - Coring Truck	\$0.75/mi
Vehicle - Field Truck	\$ 55/day
<u>E. Diamond Coring (min. charge = field time w/travel + 1 hr. mob./demob.)</u>	<u>Standard</u>
Machine, truck & 1 operator (accessible flatwork only)	\$220/hr    \$ 190/hr
Machine, truck & operator & helper	\$325/hr    \$ 280/hr
Coring Bit Charge	\$ 3.50/in

<u>F. Support Staff &amp; Special Services</u>	<u>Standard</u>
Laboratory Technician	\$120/hr
Certified Payroll Admin. (0.5 hr min./wk)	\$70/hr
Court Appearance and Depositions (4 hr min)	\$295/hr
Clerical	\$60/hr
Special Inspection Verified Report (SIVR/VR)	\$ 245 (min.) ea.
Laboratory / Geotech. Verified Rpt (DSA 291/293 - Test only)	\$ 425 (min.) ea.
Combined Lab Verified Report (DSA 291 - Tests & Inspections)	\$ 585 (min.) ea.
DSA 5 SI (Inspector Qualifications)	\$ 75 ea.

## II. MATERIALS AND EQUIPMENT

<u>A. Equipment</u>	<u>Rate</u>
1. Air Meter (Concrete)	\$ 50/dy
2. Asphalt Patch (cold patch / curback) - per bag	\$ 45/dy
3. Calibrated Ram (Pull test)	\$ 95/dy
4. Ceiling Wire Dead-Weight Equip.	\$ 160/dy
5. Coating Thickness Gauge	\$ 95/dy
6. Concrete Slab Moisture Emission Kit / RH Probe (ea.)	\$ 75/ea
7. Floor Flatness (plus labor - 4hr min)	\$ 575/dy
8. Durometer Gauge (Shore A/D)	\$ 55/dy
9. Dynamic Cone Penetrometer (Wildcat w/ 35 lb hammer)	\$ 495/dy
10. Generator (Portable)	\$ 95/dy
11. Ground Penetrating Radar (GPR) - (plus labor - 4 hr min)	\$ 400/dy
12. Hardness Gauge (Brinell, Rockwell)	\$ 115/dy
13. Non-Shrink High-Strength Grout (per bag)	\$ 45/dy
14. Nuclear Gauge	\$ 35/dy
15. Pachometer (Rebar) Survey Equipment	\$ 95/dy
16. Portable Generator	\$ 90/dy
17. Scaffold - Portable	\$ 105/dy
18. Schmidt Hammer	\$ 65/dy
19. Skidmore Wilhelm, per day	\$ 195/dy
20. Torque Wrench (Large, >100 ft-lb), per day	\$ 85/dy
21. Torque Wrench (Small), per day	\$ 25/dy
22. Ultrasonic / Mag. Particle Equipment & Consumables	\$ 75/dy

**III. LAB TESTS: AGGREGATE, SOIL, & STONE**

<b>A. Soils - Geotechnical</b>	
1. Atterberg Limits (LL and PL) – ASTM D4318, CTM 204 <sup>B</sup>	\$ 200
2. Consolidation (up to 9 Load/Rebound Pn) – ASTM D2435 <sup>B</sup>	\$ 340
3. Collapse – ASTM D4546 <sup>B</sup>	\$ 165
4. additional Load Increment (Consol./Collapse) – per pt.	\$ 63
5. Direct Shear, remolded sample – ASTM D3080 <sup>D</sup>	\$ 300
6. Direct Shear, undisturbed (ring) sample – ASTM D3080 <sup>D</sup>	\$ 250
7. Expansion Index – ASTM D4829 <sup>B</sup>	\$ 200
8. Moisture & Dry Density (ring samples) <sup>A</sup>	\$ 22
9. Permeability, Constant Head – remolded - ASTM D2434, CT 220 <sup>D</sup>	\$ 448
10. pH (soil) – ASTM D4972 <sup>C</sup>	\$ 35
11. Resistivity – ASTM G57 <sup>C</sup>	\$ 60
12. Resistivity (Minimum), includes pH – CTM 643 <sup>C</sup>	\$ 153
13. Soil Classification – ASTM D2488 – Visual-Manual <sup>A</sup>	\$ 45
14. Soluble Chloride (soils) <sup>C</sup>	\$ 80
15. Soluble Sulfate (soils) <sup>C</sup>	\$ 80
16. Unconfined compression on prepared specimens	\$ 140
<b>B. Particle Size Analysis</b>	
1. Sand equivalent (ASTM D2419, CTM 217) <sup>A</sup>	\$ 115
2. Sieve #200 wash only (ASTM D1140, CTM 202) <sup>A</sup>	\$ 85
3. Sieve (coarse or fine only, no wash – ASTM C136, CTM 202) <sup>A</sup>	\$ 95
4. Sieve (coarse & fine w/ wash – ASTM C136, CTM 202) <sup>A</sup>	\$ 135
5. Hydrometer w/ Fine Sieve (ASTM D422, CTM 203) <sup>B</sup>	\$ 185
6. Hydrometer w/ Fine & Coarse Sieve (ASTM D422, CTM 203) <sup>B</sup>	\$ 210
<b>C. Moisture Density Relationship</b>	
1. Max. Density-Opt. Moisture (4 in. mold) – ASTM D1557, D698 <sup>A</sup>	\$ 183
2. Max. Density-Opt. Moisture (6 in. mold) – ASTM D1557, D698 <sup>A</sup>	\$ 210
3. Max. Density-Opt. Moist. w/ Rock Corr. – ASTM D1557, D4718 <sup>A</sup>	\$ 295
4. Maximum Density Checkpoint (4 in. mold) <sup>A</sup>	\$ 75
5. Caltrans Relative Compaction (Wet Density) – CTM 216 <sup>A</sup>	\$ 225
<b>D. Aggregate, Soil &amp; Rock</b>	
1. Abrasion Resistance by LA Rattler – ASTM C131, CTM 211 <sup>B</sup>	\$ 185
2. Absorption, sand or gravel – ASTM C127, C128 <sup>B</sup>	\$ 60
3. California bearing ratio (CBR) with expansion – ASTM D1883 <sup>C</sup>	\$ 410
4. Clay lumps and friable particles, per primary size – ASTM C142 <sup>C</sup>	\$ 115
5. Cleanness Test – ASTM D4740, CTM 227 <sup>A</sup>	\$ 130
6. Crushed particles, per primary size <sup>C</sup>	\$ 165
7. Durability Index (\$120 per size fraction) – CTM 229 <sup>A</sup>	\$ 215
8. Flat & Elongated Particles (per bin size) – ASTM D4791 <sup>C</sup>	\$ 190
9. Lightweight pieces, per size fraction – ASTM C125 <sup>C</sup>	\$ 400
10. Moisture determination (aggregate samples) <sup>A</sup>	\$ 35
11. Mortar making properties of Sand ASTM C87 <sup>D</sup>	\$ 380
12. Organic Impurities – ASTM C40, CTM 213 <sup>B</sup>	\$ 80
13. Petrographic Analysis of Gravel – ASTM C295 (single grading) <sup>B</sup>	\$ 450
14. Petrographic Analysis of WC Sand – ASTM C295 (pre-graded) <sup>B</sup>	\$ 850
15. Potential Reactivity Test ASTM C289 Chemical Method <sup>D</sup>	\$ 495
16. Potential Reactivity ASTM C227 Mortar Bar Method (3 months) <sup>B</sup>	\$ 785
Each additional month	\$ 118
17. Potential Reactivity Test ASTM C1260 Rapid Method <sup>B</sup>	\$ 625
18. Potential Reactivity ASTM C1293 Mortar Bar w/ Pozz (12 month) <sup>B</sup>	\$ 1600
Extend to 24-months add \$1200 expense (p. 016) & (see Page)	\$ 800
19. Potential Reactivity Test ASTM C1567 Rapid-Cement Combo <sup>B</sup>	\$ 760
20. R <sub>v</sub> Value - ASTM D2844, CT 301 (Treated material by quote) <sup>B</sup>	\$ 315
21. Specific gravity w/ absorption - coarse (ASTM C127, CTM 206) <sup>B</sup>	\$ 110
22. Specific gravity w/ absorption - fine (ASTM C128, CTM 207) <sup>B</sup>	\$ 130
23. Sulfate Soundness, 5 cycle test per primary size – ASTM C88 <sup>D</sup>	\$ 365
24. Thermal Resistivity of Soil (including 1 proctor curve)	\$ 1000
25. Uncompacted Void Content of Fine Aggregate – AASHTO T304 <sup>B</sup>	\$ 175
26. Unit weight – ASTM C29	\$ 72
<b>E. Soil-Cement / CTB Tests</b>	
1. Lime Treatment: pH by Rades & Grim – ASTM D6287 <sup>B</sup>	\$ 345
2. Lime Treatment: Fabrication & Compaction (3) – ASTM D1551 <sup>A</sup>	\$ 425
3. Lime Treatment: Compressive Strength (m) – ASTM D5102 <sup>B</sup>	\$ 105
4. Soil Cement – Moist.-Dens. - ASTM D558 – Lab Mix <sup>B</sup>	\$ 395
5. Soil Cement – Moist.-Dens. - ASTM D558 – Field Mixed <sup>C</sup>	\$ 295
6. Soil Cement – Wet-Dry Durability – ASTM D559 <sup>B</sup>	\$ 940
7. Soil Cement – Freeze-Thaw Durability – ASTM D560 <sup>B</sup>	\$ 1100
8. Soil Cement – Mix, Compact & Cure Specimen – ASTM D1631 <sup>A</sup>	\$ 125
9. Soil Cement – Compressive Strength - on sample – ASTM D1631 <sup>A</sup>	\$ 115
10. Cement Treated Base (CTB), compact & cure <sup>B</sup>	\$ 425
11. Cement Treated Base – Compression (m)	\$ 105
12. Cement Treated Base – Stability (3)	\$ 525

**F. Rip Rap / Block Slope Protection / Dimensional Stone Tests**

1. Rock Gradation <sup>D</sup>	hourly engineering charge (per quote)
2. Absorption / Apparent Specific Gravity – ASTM C127, CTM 206 <sup>D</sup>	\$ 125
3. Durability – CTM 229 <sup>D</sup>	\$ 265
4. Percentage Wear – ASTM C131 <sup>D</sup>	\$ 225
5. Compressive Strength – ASTM C170 <sup>D</sup>	\$ 125
6. Water Absorption & Density – ASTM C97 (3 required) <sup>D</sup>	\$ 65
7. Modulus of Rupture – ASTM C99 <sup>D</sup>	\$ 115
8. Flexural Strength – ASTM C880 <sup>D</sup>	\$ 130
9. Sulfate Soundness – ASTM D5340 (5 cycle) <sup>B</sup>	\$ 425
10. Sample Preparation (cutting/crushing/processing – 1 hr min)	\$ 225/hr
<i>(Comp., MOD &amp; Flex Str. require 3 samples on 10 sec d. dry conditions (if all 3 to opt.)</i>	
<i>(All prices are for prepared samples. Cutting and machining charges are extra.)</i>	

**IV. LAB TESTS: CEMENT, CONCRETE, & MASONRY**

<b>A. Cement</b>	
1. Grab sample (CCR Title 24) includes 1 year storage	\$ 55
2. Compression Test – High Strength Groat 2" cube – ASTM C109	\$ 45
<b>B. Concrete</b>	
1. Concrete compression: 6x12 cylinder – ASTM C39 <sup>A</sup>	\$ 26
2. Concrete compression: 4x8 cylinder – ASTM C39 <sup>A</sup>	\$ 24
3. Concrete cylinder pickup: 6x12 (>25ft. radius of Lab add hourly pickup rate)	\$ 15
4. Concrete cylinder pickup: 4x8 (>25ft. radius of Lab add hourly pickup rate)	\$ 12
5. Concrete cylinder mold (w/ lid - spare)	\$ 6
6. Concrete core compression test – ASTM C41 <sup>C</sup>	\$ 55
7. Concrete Trial Batch (includes 4 compressive tests)	\$ 765
8. Concrete Mix Design Review (includes testing & revision)	\$ 230
9. Concrete mix proportion revision	\$ 150
10. Density of concrete cylinder (unit weight) <sup>C</sup>	\$ 64
11. Drying shrinkage – ASTM C157 (set of 3, 5 ages) <sup>B</sup>	\$ 495
12. End preparation of cores, diamond sawing, per cut	\$ 20
13. Flexural beam pickup (>25ft. radius of Lab add hourly pickup rate)	\$ 40
14. Flexural strength, 6"x6" beam – ASTM C78 & C293 <sup>A</sup>	\$ 80
15. Shotcrete/Gunitite core compression test (not including coring)	\$ 35
16. Coring of Shotcrete/Gunitite panel in laboratory, each core	\$ 50
17. Shotcrete/Gunitite panel pickup (>25ft. radius of Lab add hourly pickup rate)	\$ 65
18. Lab trial batch, not including specimen tests – ASTM C192	Per Quote
19. Lightweight insulating concrete compress, 4 req. – ASTM C495	\$ 65
20. Lightweight insulating concrete – unit weight (oven dry)	\$ 95
21. Modulus of elasticity, 4"x8" cylinder – ASTM C469 <sup>D</sup>	\$ 215
22. Non-Shrink (Dry-Pack) Groat Compression – 2"x2"x2"	\$ 45
23. Petrographic Analysis - Hardened Concrete – ASTM C856 (per core) <sup>B</sup>	\$ 950
24. Poisson's Ratio on 6"x12" cylinders – ASTM C469 <sup>D</sup>	Per Quote
25. Splitting tensile – ASTM C496 <sup>D</sup>	\$ 175
26. Thermal Resistivity – Concrete - FTB	\$ 1000
<b>C. Masonry</b>	
1. Absorption - brick, 5 required – ASTM C67 <sup>D</sup>	\$ 75
2. Absorption - masonry unit, 3 required – ASTM C140 <sup>D</sup>	\$ 60
3. Compression, brick, 5 required – ASTM C67 <sup>D</sup>	\$ 50
4. Compression - masonry core <sup>C</sup>	\$ 50
5. Compression - masonry piers 8"x 8" – ASTM C1314	\$ 155
6. Compression - masonry unit, 3 required – ASTM C140 <sup>D</sup>	\$ 90
(requires absorption/unit weight tests for net area)	
7. Dimensions – masonry unit, 3 required <sup>D</sup>	\$ 55
8. Compression test, groat specimens	\$ 40
9. Compression test, mortar specimens	\$ 40
10. Diamond sawing of masonry specimens, if required (minimum)	\$ 30
11. Efflorescence	\$ 285
12. Linear shrinkage, masonry unit, set of 3 – ASTM C426 <sup>B</sup>	\$ 485
13. Masonry Prism Pickup (m.)	\$ 75
14. Masonry Unit Acceptance Tests – ASTM C140 <sup>D</sup>	\$ 595
(includes absorption, compression, dimensions, unit weight)	
15. Mortar Aggregate Ratio – ASTM C780 (A4) <sup>B</sup>	\$ 345
16. Modulus of rupture, brick, 5 required – ASTM C67 <sup>D</sup>	\$ 95
17. Moisture content - masonry unit (as received), 3 req'd – ASTM C140 <sup>D</sup>	\$ 50
18. Relative Mortar Strength - CTM 515 <sup>D</sup>	\$ 420
19. Shear test on masonry core – CBC 2105A.4 <sup>B</sup>	\$ 115
20. Tensile test on masonry block	\$ 295
21. Unit weight, masonry unit, 3 required – ASTM C140 <sup>D</sup>	\$ 55
22. Visual Examination & Photo-Document Core – CBC 2105A.4 <sup>B</sup>	\$ 50



**V. LAB TESTS: REINFORCING & STRUCTURAL STEEL**

<b>A General Testing</b>		
1. Processing mill certification (each size & heat)	\$30 ea.	
2. Rockwell or Brinell Hardness, average of three readings	\$35 ea.	
3. Zinc coating, each item (includes Haz Mat Fee) <sup>C</sup>	\$215	
<b>B Reinforcing Steel</b>		
1. Deformation, reinforcing steel <sup>C</sup>	\$60	
2. Pre-stress, strand or wire, tensile & elongation <sup>B</sup>	Per Quote	
3. Proof test on post-tension assembly	Per Quote	
4. Bend Test (rebar) <sup>C</sup>	\$50	
5. Tensile test (rebar), up to & including #8 <sup>C</sup>	\$55	
6. Tensile test (rebar) #9, #10, #11 <sup>D</sup>	\$95	
7. Tensile test (rebar) #14, #18 <sup>D</sup>	\$215	
8. Rebar Mechanical Coupler (Tension) Test (up to #11 bar) <sup>D</sup>	\$215	
<b>C Structural Steel</b>		
1. Cutting & machining charges	cost + 15%	
2. Bend test, structural, all sizes	\$75	
3. Tensile test, structural, <1/2" cross-section (cutting & machining extra)*	\$75	
4. Tensile test, structural, >1/2" cross-section (cutting & machining extra)*	\$125	
5. Flattening test of pipe	\$65	
*Tensile and yield by percent offset, add \$83		
<b>D High Strength Bolts</b>		
1. D5A-Certified High Strength Bolt Set ea. (Bolt, Nut, & Washer) <sup>D</sup>	\$335	
2. Bolts - proof load (non-D5A) <sup>D</sup>	\$ 45	
Bolts - ultimate load <sup>D</sup>	\$ 65	
Bolts - hardness <sup>D</sup>	\$ 35	
3. Nuts - proof load <sup>D</sup>	\$ 45	
Nuts - hardness <sup>D</sup>	\$ 35	
4. Washers - hardness <sup>D</sup>	\$ 35	
<b>E Welding Procedure and Welder Qualification Tests</b>		
	<i>Coupon thickness: (mild steel only)</i>	<i>to 1/8"</i> <i>over 1/8"</i>
1. Fracture bend (fillet)		\$45
2. Macroetch	\$55 ea.	
3. Free bend		\$65
4. Nick break	\$45 ea.	\$35
5. Side, face or root bend	\$28 ea.	\$35
6. Tensile	\$40 ea.	\$50
7. Welder Qualification Records		\$115
<i>Includes evaluation of test specimens and preparation of Stamped Welder/Procedure Qualification Records per applicable code.</i>		
*Welder qualification examinations are given in our laboratory or at fabricator's shop with 4-hour minimum witnessing charge.		
**Fees listed are for tests only. Sample preparation, coupon machining, etc., will be charged at applicable hourly lab rates and cost plus 15% for Outside Direct Costs.		

**VI. MISCELLANEOUS CONSTRUCTION MATERIALS TESTS**

1. Calibration Certificates	Per Quote
2. Density of Sprayed Fireproofing	\$85
3. Roof Tile Strength	\$95
4. Roof Tile Absorption	\$75
5. Roof Cut Tests (total weight only)	\$85
6. Jobsite Trailer or Mobile Laboratory	Per Quote
7. Universal Testing Machine (Hourly)	\$225
8. Ground Rod Test (plus travel)	\$175

**VII. ASPHALT & ASPHALTIC CONCRETE**

<b>A Emissions And Slurry Seals</b>	
1. Consistency test - ASTM D3910 <sup>A</sup>	\$85
2. pH determination <sup>B</sup>	\$75
3. Oven cook off (% residue) <sup>A</sup>	\$100
4. Solids content by evaporation and ignition extraction (slurry) <sup>A</sup>	\$225
5. Wet Track Abrasion - ASTM D3910 (prep. not included) <sup>A</sup>	\$270
<b>B Asphaltic Concrete, Aggregate And Mixes</b>	
1. Bulk Specific Gravity (HVEEM - 3 pt. LTMD) CT308 / T166 <sup>A</sup>	\$220
2. Coring of asphaltic concrete - See Section E Diamond Coring	
3. Extraction, % bitumen and sieve analysis	
Ignition Oven Method - CTM 382, 302 <sup>A</sup>	\$235
Solvent Extraction Method - ASTM D2172 <sup>B</sup>	\$385
4. Extraction, % bitumen only	
Ignition Oven Method - CTM 382 <sup>A</sup>	\$155
Solvent Extraction Method - ASTM 2172 <sup>B</sup>	\$305
5. Film stripping - CTM 302 <sup>C</sup>	\$165
6. Gyroatory Compaction, 6" specimen, Lab Mix* - AASHTO T312 <sup>B</sup>	\$350
7. Gyroatory Compaction, 6" specimen, Plant Mix* - AASHTO T312 <sup>B</sup>	\$300
* Add \$110 for Asphalt Rubber	
8. Hamburg Wheel Track - AASHTO T324 <sup>B</sup>	\$1,450
9. Ignition Oven Correction Factor - CTM 382 <sup>B</sup>	\$650
10. Marshall - Preparation & Compaction <sup>A</sup>	\$205
11. Marshall - Stability and flow (core) - ASTM D6927 <sup>A</sup>	\$125
12. Marshall - Stability and flow (bulk) - ASTM D6927 <sup>B</sup>	\$325
13. Marshall - Specific Gravity - ASTM D2926 <sup>A</sup>	\$225
14. Mix proportion - Marshall Method <sup>D</sup>	\$2,900
with R.A.P. <sup>B</sup>	\$3,700
15. Mix proportion - HVEEM Method <sup>D</sup>	\$2,700
with R.A.P. <sup>B</sup>	\$3,500
16. Theoretical Maximum Specific Gravity (RICE) - D-2041, CT 309 <sup>A</sup>	\$200
17. Moisture content - ASTM D-1461 <sup>A</sup>	\$115
18. Recovery of Extracted Asphalt (extraction only) - ASTM D5404 <sup>D</sup>	\$250
19. Recovery of rubber from ARHM extraction <sup>D</sup>	\$315
20. Specific gravity of core - ASTM D2726 <sup>A</sup>	\$60
21. HVEEM Stabilometer test on premixed sample - CTM 366 <sup>A</sup>	\$185
Stabilometer test and mixing of sample <sup>D</sup>	\$400
22. Surface Abrasion - CTM 360 <sup>C</sup>	\$525
23. Resistance to Moisture Induced Damage - T-283 <sup>D</sup>	\$2,650
24. Resistance to Moisture Induced Damage - CT 371 <sup>B</sup>	\$1,850

NOTE: Where prices are listed for mix proportions, the necessary specific gravity tests and sieve analyses are included, however, aggregate and asphalt qualification tests are not.

**ANALYSIS Standard Turn-Around-Time:** (where applicable TAT indicated in superscript following method):

A - 3 working days; B - 5 working days; C - 7 working days;  
 D - 10 working days; E - >10 working days  
 Standard TAT indicates anticipated testing time under typical conditions and is subject to availability and precedence. EUSM TAT prioritizes testing over other samples. PRIORITY TAT dedicates technician to complete test as quickly as possible per the method specifications - hourly charges will apply for weekend or holiday work.

**ADDITIONAL TESTS:** NV5 performs a broad spectrum of field and laboratory testing. This Fee Schedule lists only the most common tests performed. For information regarding additional testing services, please contact our laboratory.

**NON-COLLUSION AFFIDAVIT**

State of California )  
 ) ss.  
County of Los Angeles)

\_\_\_\_\_, being first duly sworn, deposes and says that he or she is \_\_\_\_\_ of \_\_\_\_\_, the party making the foregoing bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.”

\_\_\_\_\_  
Signature of Bidder

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
Place of Residence

Subscribed and sworn to before me this \_\_\_ day of \_\_\_\_\_, 20\_\_.

Notary Public in and for the County  
of  
State of California.

My Commission Expires \_\_\_\_\_, 20\_\_.

## **WORKERS' COMPENSATION INSURANCE CERTIFICATE**

The Contractor shall execute the following form as required by the California Labor Code, Sections 1860 and 1861:

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

DATE: \_\_\_\_\_

(Contractor) \_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

Attest:

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)



*CITY of CALABASAS*

**CITY COUNCIL AGENDA REPORT**

---

**DATE:** JUNE 3, 2020

**TO:** HONORABLE MAYOR AND COUNCILMEMBERS

**FROM:** SCOTT H. HOWARD, CONTRACT CITY ATTORNEY  
MATTHEW T. SUMMERS, ASSISTANT CITY ATTORNEY  
COLANTUONO HIGHSMITH & WHATLEY, PC

**SUBJECT:** ADOPTION OF RESOLUTION 2020-1686, CONFIRMING THE CITY  
MANAGER/DIRECTOR OF EMERGENCY SERVICES' LOCAL  
EMERGENCY EXECUTIVE ORDERS ISSUED PURSUANT TO THE  
MARCH 16, 2020 LOCAL EMERGENCY DECLARATION IN RESPONSE  
TO THE NOVEL CORONAVIRUS COVID-19 PANDEMIC

**MEETING  
DATE:** JUNE 10, 2020

---

**SUMMARY RECOMMENDATION:**

Staff recommends the City Council adopt a Resolution confirming the City Manager/Director of Emergency Services' Local Emergency Executive Orders issued in respond to the novel coronavirus COVID-19 pandemic.

**REPORT:**

On March 16, 2020 the City Manager, acting as the Director of Emergency Services, proclaimed a local emergency in the City of Calabasas due to the novel coronavirus COVID-19 pandemic, following the issuance of state and federal emergency declarations. On March 16, 2020, the City Council ratified the local emergency declaration.

On March 16, 2020 the City Manager, acting as the Director of Emergency Services, issued Executive Order No. 1, closing certain businesses within the City, imposing operational restrictions on other certain businesses, and imposing a temporary moratorium on residential evictions within the City for the duration of the emergency. On March 17, 2020, the City Manager, acting as the Director of Emergency Services, issued Executive Order No. 2, closing certain additional businesses in response to

the novel coronavirus. On March 18, 2020, the City Manager, acting as the Director of Emergency Services, issued Executive Order No. 3, imposing a temporary moratorium on commercial tenant evictions within the City for the duration of the emergency. On March 19, 2020, the City Manager, acting as the Director of Emergency Services, issued Executive Order No. 4, banning public and private gatherings outside a residence. On March 27, 2020, the City Manager, acting as the Director of Emergency Services, issued Executive Order No. 5, closing trails and imposing price gouging regulations. On April 8, 2020, the City Manager, acting as the Director of Emergency Services, issued Executive Order No. 6, requiring face coverings and social distancing plans for construction and real estate businesses. On April 16, 2020, the City Manager, acting as the Director of Emergency Services, issued Executive Order No. 7, expanding the face covering requirement. On May 6, 2020, the City Manager, acting as the Director of Emergency Services, issued Executive Order No. 8, opening certain trails and greenspaces for passive outdoor recreation and reopening limited retail and other businesses that had previously been closed, provided social distancing protocols are implemented. On May 13, the City Manager, acting as the Director of Emergency Services, issued Executive Order No. 9, ordering the opening of City and homeowners' association owned or other privately-owned tennis courts, pickleball courts, and equestrian facilities solely for outdoor recreation. On May 19, the Community Development Director, acting as the First Alternate Director of Emergency Services, issued Executive Order No. 10, allowing the reopening of certain businesses within the City as determined by, and in compliance with the requirements set by, the Los Angeles County Public Health Officer's Safer at Home Order for Control of COVID-19. Most recently, on June 3, the City Manager, acting as the Director of Emergency Services, issued Executive Order No. 11, allowing for restaurants to establish or expand dining areas.

The City Manager may issue further executive orders after the posting of this agenda report before the City Council meeting of June 10, 2020. If so, the list of Executive Orders proposed for ratification will be updated orally at the City Council meeting.

Under Calabasas Municipal Code section 2.44.060(a), the City Council must confirm such orders at the earliest practicable time. Under Government Code section 8630(c), Council must review the need for continuing the local emergency at least once every 60 days until the Council adopts a resolution terminating the local emergency. Staff therefore recommends that the City Council adopt a resolution confirming the issuance of Executive Orders to protect public health and safety by the City Manager, acting as the Director of Emergency Services and deem that the local emergency continue to exist till Council has proclaimed its termination.

**ATTACHMENT:**

Resolution No. 2020-1686

**ITEM 9 ATTACHMENT  
RESOLUTION NO. 2020-1686**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CALABASAS CONFIRMING THE CONTINUED LOCAL STATE OF EMERGENCY AND THE CITY MANAGER/DIRECTOR OF EMERGENCY SERVICES' LOCAL EMERGENCY EXECUTIVE ORDERS ISSUED PURSUANT TO THE MARCH 16, 2020 LOCAL EMERGENCY DECLARATION IN RESPONSE TO THE NOVEL CORONAVIRUS COVID-19 PANDEMIC.**

**WHEREAS**, conditions of extreme peril to the safety of persons have arisen and continue to exist within the City of Calabasas as the result of conditions surrounding the novel coronavirus COVID-19 pandemic; and

**WHEREAS**, the Governor has declared a State Health Emergency in response to the novel coronavirus COVID-19 pandemic; and

**WHEREAS**, on March 13, 2020, the President of the United States declared a national emergency as a result of COVID-19; and

**WHEREAS**, the COVID-19 pandemic, if fully manifested, poses extreme peril to the health and safety of persons and property within the City and are, or are likely to be, beyond the control and capacity of the services, personnel, equipment and facilities of the City; and

**WHEREAS**, Calabasas Municipal Code section 2.44.060 empowers the Director of Emergency Services to proclaim the existence or threatened existence of a local emergency when said City is affected or likely to be affected by a public calamity and the City Council is not in session; and

**WHEREAS**, the City Manager, acting as the Director of Emergency Services did proclaim the existence of a local emergency within the City on the 16<sup>th</sup> day of March, 2020, and issued Executive Orders to protect public health and safety; and

**WHEREAS**, the City Council of the City of Calabasas ratified the proclamation of a local emergency on March 16, 2020 by adoption of Resolution No. 2020-1672; and

**WHEREAS**, the City Manager issued several Executive Orders, acting as the Director of Emergency Services under Calabasas Municipal Code section 2.44.060, to protect the public health and safety of persons and property within the City; and

**WHEREAS**, the City Council of the City of Calabasas ratified the previous Executive Orders issued by the City Manager/Director of Emergency Services under the Proclamation of the Existence of a Local Emergency on March 25, 2020 by adoption of Resolution No. 2020-1674; and

**WHEREAS**, the City Council of the City of Calabasas ratified further Executive Orders issued by the City Manager/Director of Emergency Services under the Proclamation of the Existence of a Local Emergency on April 22, 2020 by adoption of Resolution No. 2020-1678; and

**WHEREAS**, the City Council of the City of Calabasas ratified further Executive Orders issued by the City Manager/Director of Emergency Services under the Proclamation of the Existence of a Local Emergency on May 18, 2020 by adoption of Resolution No. 2020-1681; and

**WHEREAS**, the City Manager has further issued several Executive Orders after May 18, 2020, acting as the Director of Emergency Services under Calabasas Municipal Code section 2.44.060, to protect the public health and safety of persons and property within the City; and

**WHEREAS**, Calabasas Municipal Code section 2.44.060 empowers the City Council to confirm the Executive Orders issued to protect public health and safety.

**WHEREAS**, Government Code Section 8630, subdivision c, requires that the City Council review the need for continuing the local emergency at least once every 60 days;

**NOW THEREFORE, IT IS HEREBY RESOLVED**, by the City Council of the City of Calabasas that the Executive Orders issued by the City Manager/Director of Emergency Services under the Proclamation of the Existence of a Local Emergency are confirmed and hereby approved;

**BE IT FURTHER RESOLVED**, that the local emergency shall be deemed to continue to exist until its termination is proclaimed by the City Council of the City of Calabasas.

**PASSED, APPROVED AND ADOPTED THIS 10<sup>th</sup> day of June 2020.**

\_\_\_\_\_  
Alicia Weintraub, Mayor

\_\_\_\_\_  
Date signed

Attest:

\_\_\_\_\_  
Maricela Hernandez, City Clerk  
*Master Municipal Clerk*  
*California Professional Municipal Clerk*

APPROVED AS TO FORM:

\_\_\_\_\_  
Scott H. Howard  
Colantuono, Highsmith & Whatley, PC  
City Attorney





*CITY of CALABASAS*

**CITY COUNCIL AGENDA REPORT**

**Date: JUNE 1, 2020**

**TO: HONORABLE MAYOR AND COUNCILMEMBERS**

**FROM: ROBERT YALDA, P.E., T.E., PUBLIC WORKS DIRECTOR  
HEATHER MELTON, LANDSCAPE DISTRICTS MAINTENANCE  
MANAGER**

**SUBJECT: PUBLIC HEARING REGARDING LANDSCAPE LIGHTING ACT DISTRICT  
NOS. 22, 24, 27, & 32 LEVY OF ASSESSMENTS, ADOPTION OF  
RESOLUTION 2020-1667, APPROVING A FINAL ENGINEER'S REPORT  
IN CONNECTION WITH LANDSCAPE LIGHTING ACT DISTRICT NOS. 22,  
24, 27, & 32, AND CONFIRMING DIAGRAMS AND ASSESSMENTS FOR  
SUCH DISTRICTS FOR FISCAL YEAR 2020-2021**

**MEETING**

**DATE: JUNE 10, 2020**

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**SUMMARY RECOMMENDATION:**

That the City Council hold a public hearing regarding the annual landscape districts assessments. Landscape Lighting Act District Nos. 22, 24, & 27 and the increased assessment for 32. Once City Council has considered all oral and written testimony and protests with respect to the proposed assessments for Fiscal Year 2020-21, it can close the public hearing.

Adopt Resolution 2020-1667, approving a Final Engineer's Report in connection with the Landscape Lighting Act District Nos. 22, 24, 27, & 32 and confirming diagrams and assessment for such districts for the Fiscal Year 2020-2021.

**BACKGROUND:**

The Landscape and Lighting Act of 1972 regulates the annual administration of special assessment districts. The City of Calabasas administers four Landscape Lighting Act Districts, as follows:

- Landscape Lighting Act District No. 22 – Calabasas Park Area (LLAD 22)
- Landscape Lighting Act District No. 24 – Lost Hills Road & The Saratogas (LLAD 24)
- Landscape Lighting Act District No. 27 – Las Virgenes Road (LLAD 27)
- Landscape Lighting Act District No. 32 – Agoura Road/Lost Hills Road Commercial District (LLAD 32)

On April 22, 2020, the City Council approved resolutions initiating the annual proceedings in connection with these districts and declaring the council's intention to impose assessments for Fiscal Year 2020-2021.

**DISCUSSION/ANALYSIS:**

The purpose of this agenda item is to hold a public hearing on the annual landscape districts assessments and to adopt Resolution No. 2020-1667, approving the Final Engineer's Report in connection with the Landscape Lighting Act District Nos. 22, 24, 27, & 32 and Confirming Diagrams and Assessments for such districts.

In addition, this year the City will implement a 3.07% inflation adjustment to Landscape Lighting Act District 32.

**FISCAL IMPACT/SOURCE OF FUNDING:**

The Landscape Lighting Act District Program is funded through dedicated special assessment funds.

Funding sources:

- Division: 322 – LLAD 22
- Division: 323 – LLAD 24
- Division: 324 – LLAD 27
- Division: 325 – LLAD 32

**REQUESTED ACTION:**

Hold a public hearing with respect to the levy of assessments. Following the public hearing, that the City Council adopt Resolution No. 2020-1667, approving a Final Engineer's Report in connection with Landscape Lighting Act District Nos. 22, 24, 27, and 32 and Confirming Diagrams and Assessments for such districts.

**ATTACHMENTS:**

1. Resolution 2020-1667
2. Final Engineer's Report

**ITEM 10 ATTACHMENT 1  
RESOLUTION NO. 2020-1667**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CALABASAS, CALIFORNIA, APPROVING A FINAL ENGINEER'S REPORT IN CONNECTION WITH LANDSCAPE LIGHTING ACT DISTRICTS NOS. 22, 24, 27 & 32 AND CONFIRMING DIAGRAMS AND ASSESSMENTS FOR SUCH DISTRICTS**

**WHEREAS**, by its Resolution No. 2020-1666, the City Council declared its intention to levy and collect assessments for Fiscal Year 2020-21 in connection with Landscape Lighting Act District No. 22, Landscape Lighting Act District No. 24, Landscape Lighting Act District No. 27, and Landscape Lighting Act District No. 32 (collectively the "Districts" and each a "District") pursuant to the Landscape and Lighting Act of 1972 (California Streets & Highways Code Section 22500 et seq.) (the "Assessment Law"); and

**WHEREAS**, on June 10, 2020, the City Council held a full and fair public hearing at which all interested persons could give oral and written testimony with respect to the Fiscal Year 2020-21 assessment, which is at the same rate as in effect in Fiscal Year 2019-2020 plus 3.07% CPI inflation adjustment for Landscape Lighting Act District No. 32; and

**WHEREAS**, the City Council has considered all oral and written testimony and protests with respect to the proposed assessment for Fiscal Year 2020-21; and

**WHEREAS**, the City Council desires to cause the levy and collection of assessments for Fiscal Year 2020-21 in the Districts;

**NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF CALABASAS, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:**

SECTION 1. The forgoing recitals are each true and correct.

SECTION 2. The City Council hereby approves the Final Report of Willdan Financial Services, as Assessment Engineers, entitled Final Engineer's Report for the Landscape Lighting Act Districts, and dated June 10, 2020, which is on file in the Office of the City Clerk and available for public inspection. Any protests against the proposed assessments for Fiscal Year 2020-21 are hereby overruled.

SECTION 3. The Diagram and Assessment contained within such Report is hereby approved pursuant to Section 22631 of the Assessment Law.

SECTION 4. The adoption of this Resolution constitutes the levy of the assessment within each of the Districts for Fiscal Year 2020-21 consistent with the recitals herein and Final Engineer's Report.

SECTION 5. The City Clerk shall certify to the adoption of this resolution and shall cause the same to be processed in the manner required by law.

**PASSED, APPROVED AND ADOPTED** this 10<sup>th</sup> day of June, 2020.

---

Alicia Weintraub, Mayor

ATTEST:

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Maricela Hernandez, City Clerk  
*Master Municipal Clerk*  
*California Professional Municipal Clerk*

APPROVED AS TO FORM:

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Scott H. Howard  
Colantuono, Highsmith & Whatley, PC  
City Attorney



CITY of CALABASAS

# City of Calabasas

## Landscaping Lighting Act District Nos. 22, 24, 27 & 32 (1972 Act Districts)

**FISCAL YEAR 2020-21  
FINAL ENGINEER'S REPORT**

**Intent Meeting: April 22, 2020  
Public Hearing: June 10, 2020**

27368 Via Industria  
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**ENGINEER'S REPORT AFFIDAVIT**

***Landscaping Lighting Act District Nos. 22, 24, 27 & 32  
(1972 Act Districts)***

City of Calabasas

Los Angeles County, State of California

This Report describes the Landscaping Lighting Act District Nos. 22, 24, 27 & 32 therein including the improvements, budgets, parcels and assessments to be levied for Fiscal Year 2020-21, as they existed at the time of the passage of the Resolution of Intention. Reference is hereby made to the Los Angeles County Assessor's maps for a detailed description of the lines and dimensions of parcels within the District. The undersigned respectfully submits the enclosed Report as directed by the City Council.

Dated this 27th day of May, 2020.

Willdan Financial Services  
Assessment Engineer  
On Behalf of the City of Calabasas

By: *Stacey Reynolds*  
Stacey Reynolds, Senior Project Manager  
District Administration Services

By: *Richard Kopecky*  
Richard Kopecky  
R. C. E. # 16742



## TABLE OF CONTENTS

<b>I. INTRODUCTION</b>	<b>1</b>
HISTORICAL INFORMATION	1
ANNUAL CONSUMER PRICE INDEX ADJUSTMENT	3
REPORT CONTENT AND ANNUAL PROCEEDINGS	3
<b>II. PLANS AND SPECIFICATIONS</b>	<b>5</b>
IMPROVEMENT AUTHORIZED BY THE 1972 ACT	5
DESCRIPTION OF IMPROVEMENTS	6
IMPROVEMENTS AND SERVICES WITHIN THE DISTRICTS	6
<b>III. METHOD OF APPORTIONMENT</b>	<b>8</b>
DEFINITIONS	8
ASSESSMENT METHODOLOGY	9
ASSESSMENT RANGE FORMULA	9
METHODOLOGY LANDSCAPE LIGHTING ACT DISTRICT No. 22	10
GENERAL BENEFIT	10
SPECIAL BENEFIT	10
PARCEL CLASSIFICATION	11
FORMULA OF ASSESSMENT	12
METHODOLOGY LANDSCAPE LIGHTING ACT DISTRICT No. 24	12
GENERAL BENEFIT	12
SPECIAL BENEFIT	12
PARCEL CLASSIFICATION	13
FORMULA OF ASSESSMENT	13
METHODOLOGY LANDSCAPE LIGHTING ACT DISTRICT No. 27	14
GENERAL/SPECIAL BENEFIT	14
PARCEL CLASSIFICATION	14
FORMULA OF ASSESSMENT	14
METHODOLOGY LANDSCAPE LIGHTING ACT DISTRICT No. 32	15
GENERAL/SPECIAL BENEFIT	15
PARCEL CLASSIFICATION	15
FORMULA OF ASSESSMENT	16
<b>IV. DISTRICT BUDGET</b>	<b>17</b>
ESTIMATE OF COSTS	17
<b>V. DISTRICT BOUNDARY MAPS</b>	<b>19</b>
<b>EXHIBIT A- 2020-21 ASSESSMENT ROLL</b>	<b>24</b>
<b>EXHIBIT B- MAINTENANCE COSTS AND ASSESSMENT BY ZONE</b>	<b>25</b>
<b>EXHIBIT C- ASSESSMENT RATES HISTORY</b>	<b>28</b>

## I. Introduction

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The City of Calabasas (the “City”) under the provisions of the Landscaping and Lighting Act of 1972, Part 2 of Division 15 of the California Streets and Highways Code (the “1972 Act”), and the provisions of the California Constitution Article XIII D (the “Constitution”), annually levies and collects special assessments for the City’s maintenance assessment districts designated as:

### Landscaping Lighting Act District Nos. 22, 24, 27 & 32 (1972 Act Districts)

The County of Los Angeles formed the Landscaping Lighting Act Districts (the “Districts”) pursuant to the Landscaping and Lighting Act of 1972 (Streets & Highways Code Section 22500et seq.), prior to the incorporation of the City of Calabasas. In July 1995, the County of Los Angeles transferred the following four Districts to the City of Calabasas:

*Landscape Lighting Act District No. 22 (Calabasas Park Area) (Formed in 1979)*

*Landscape Lighting Act District No. 24 (Lost Hills Road and The Saratogas) (Formed in 1984)*

*Landscape Lighting Act District No. 27 (Las Virgenes Road) (Formed in 1984)*

*Landscape Lighting Act District No. 32 (Agoura Road/Lost Hills Road Commercial District)  
(Formed in 1989)*

This report presents the engineering analysis for the annual administration of the four Districts. Through the levy and collection of benefit assessments, the four Districts fund maintenance and operation of landscape improvements. For Fiscal Year 2020-21, Landscape Lighting Act District Nos. 22, 24, 27 and 32 assessments will be levied based on the previously approved methodology, at the same rate as was in effect in Fiscal Year 2018-19, plus a CPI inflation **adjustment as recommended by the City of Calabasas’ Chief Financial Officer. As the assessments are** levied on the basis of benefit, they are not considered a tax, and, therefore, are not governed by Article XIII A of the Constitution of the State of California. The assessments are governed by Articles XIII D of the Constitution.

In accordance with the 1972 Act, the Districts **utilize benefit zones (“Zones”) to address variations in the nature, location,** and extent of the improvements that provide special benefits to parcels in the Districts. Within the boundaries of the Districts, parcels are assigned to various Zones each of which is associated with a set of improvements and/or type of improvements that provide special benefit to properties within that Zone.

These 1972 Act Districts fund landscape maintenance services and are funded by annual benefit assessments levied **against each parcel in each District. The word “lighting” was apparently included in their names as a reference to the** Landscaping and Lighting Act of 1972.

### HISTORICAL INFORMATION

In Fiscal Year 1997-98, assessment ballot proceedings were conducted pursuant to Proposition 218 (Articles XIII C and XIII D of the California Constitution) for each of the four Districts. There was not a majority protest against any of the assessments, and the assessment methodology was approved by the City Council. The approved methodology reserved to the City Council the right each year to implement an inflation adjustment in these Districts. Implementation of the annual inflation adjustment, which is based on the Consumer Price Index (CPI), does not constitute an assessment increase for purposes of Proposition 218, because landowners in the Fiscal Year 1997-98 assessment **ballot and subsequent balloting’s authorized these adjustments.**



Landscape Lighting Act District No. 22

In Fiscal Year 2002-03, fifteen (15) parcels located in the City of Calabasas were annexed into the Commercial Area, Calabasas Road. The Assessor Parcel Numbers are as follows:

Annexed Assessor Parcel Numbers		
2068-002-023	2069-009-021	2069-009-900
2068-002-035	2069-009-027	2069-032-025
2069-009-008	2069-009-029	2069-032-027
2069-009-012	2069-009-030	2069-032-900
2069-009-020	2069-009-031	2069-032-901

In Fiscal Year 2009-10, Zone 15, Park Sorrento Condominium HOA was detached from LLAD 22.

In Fiscal Year 2011-12, Zone 18, Calabasas Ridge HOA was detached from LLAD 22.

In Fiscal Year 2018-19, the District attempted to increase the assessment rate for Classic Calabasas Park. In compliance with Proposition 218, the proposed rate was submitted to the property owners via mailed ballots. The ballots were tabulated on June 18, 2018, where majority protest denied the increase in assessment.

In Fiscal Year 2019-20, the District proposed a rate increase for Classic Calabasas Park. In compliance with Proposition 218, the proposed rate increase was submitted to the property owners via mailed ballots. The ballots were tabulated on June 17, 2019 and 54% of the ballots returned were in favor of the rate increase.

Landscape Lighting Act District No. 24

In Fiscal Year 2000-01, **Mira Monte (Tract No. 52150) (Assessor's Parcel No. 2064-004-91** and its successor parcels) was annexed into LLAD 24, and Calabasas View HOA, was detached from LLAD 24.

In Fiscal Year 2002-03, two hundred seventy (270) parcels in Saratoga Ranch and Saratoga Hills HOAs were annexed into LLAD 24.

Landscape Lighting Act District No. 27

In Fiscal Year 2016-17, the City of Calabasas, at the request of Mont Calabasas member homeowner association (HOA) Board of Directors, proposed annexing Mont Calabasas HOA Zone into Landscaping Lighting District No. 27 (LLAD27). In compliance with Proposition 218, the proposed annexation into the District and assessment was submitted to the property owners via mailed ballots. The ballots were tabulated at the June 22, 2016 Council Meeting and 77.78% of the ballots returned were in favor of annexation. By Resolution No. 2016-1504, the Council adopted Mont Calabasas annexation into District No. 27

In Fiscal Year 2019-20, the District proposed a rate increase for Mont Calabasas. In compliance with Proposition 218, the proposed rate increase was submitted to the property owners via mailed ballots. The ballots were tabulated on June 17, 2019 and 62.50% of the ballots returned were in favor of the rate increase. The Fiscal Year 2018-19 rate increased by 41.23% for Fiscal Year 2019-20, 2020-21 and 2021-22. In Fiscal Year 2022-23 the rate will revert back to the previously approved maximum rate including any inflationary adjustments.

Landscape Lighting Act District No. 32

In Fiscal Year 2000-01 **Mira Monte (Tract No. 52150) (Assessor's Parcel No. 2064-004-91** and its successor parcels) was detached from LLAD 32 and annexed into LLAD 24.

## ANNUAL CONSUMER PRICE INDEX ADJUSTMENT

The maximum assessment rate may increase each fiscal year based on the annual change in the Consumer Price Index (CPI), during the preceding year, for All Urban Consumers, for the Los Angeles-Long Beach-Anaheim areas, published by the United States Department of Labor, Bureau of Labor Statistics (or a reasonably equivalent index should the stated index be discontinued).

Assessments for the Districts are subject to an increase each year equal to the 12-month average percent change in the annual Consumer Price Index, All Urban Consumers, for the Los Angeles-Long Beach-Anaheim areas ("CPI"), from January 1st through December 31st of the fiscal year prior to the subject fiscal year. Future annual budgets within this limit may be approved by the City Council without additional property owner ratification. A CPI increase may be exceeded only by a majority parcel owner approval. For fiscal year 2020-21, Landscape Lighting Act District Nos. 22, 24, 27, and 32 maximum assessment rates will be increased by 3.065% annual CPI inflation adjustment per the City of Calabasas' Chief Financial Officer.

For fiscal year 2020-21, Districts 22, 24 and 27 will be charged the same rates as fiscal year 2019-20; however, the maximum assessment rates will continue to increase by the stated CPI above. District 32 will be charged at the maximum assessment rate.

## REPORT CONTENT AND ANNUAL PROCEEDINGS

**This Engineer's Annual Report (the "Report") has been prepared pursuant to Chapter 1, Article 4 and Chapter 3 of the 1972 Act, and presented to the City Council for their consideration and approval of the proposed improvements and services to be provided within the District and the levy and collection of annual assessments related thereto for fiscal year 2020-21.** If any section, subsection, sentence, clause, phrase, portion, or zone, of this Report is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining provisions of the Report and each section, subsection, subdivision, sentence, clause, phrase, portion, or zone, thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases, portions, or zones, might subsequently be declared invalid or unconstitutional.

This Report outlines the Districts Zone structures, the improvements, and the proposed assessments to be levied in connection with the benefits the properties will receive from the maintenance and servicing of the District improvements for fiscal year 2020-21. The annual assessments to be levied on properties within the Districts provide a funding source **for the continued operation and maintenance of landscaping improvements within various zones of benefit ("Zones")** that provide special benefits to the properties within the Districts and each respective Zone. Each fiscal year, the City establishes the assessments for the Districts based on an estimate of the costs to maintain, operate and service the improvements and based upon available revenues including fund balances, general benefit contributions and additional City contributions and assessment limits. The costs of the improvements and the proposed annual assessments budgeted and assessed against properties within the Districts may include, but are not limited to the estimated expenditures for regular annual maintenance and repairs; incidental expenditures related to the operation and administration of the District; deficits or surpluses from prior years; revenues from other sources; and the collection of funds for operational reserves or for periodic maintenance and improvement rehabilitation projects as authorized by the 1972 Act. Each parcel is assessed proportionately for only those improvements, services and expenses for which the parcel will receive special benefit.

Each District outlined in this Report is a reflection of the various improvements and the types of improvements and services to be provided by the Districts for the properties that are directly associated with and benefit from those improvements. The net annual cost to provide the improvements for each District are allocated to the benefiting properties within that District using a weighted method of apportionment (refer to Assessment Methodology, Method of Apportionment) that calculates the proportional special benefit and assessment for each parcel as compared to other properties that benefit from the improvements in the Districts and services.

**The word "parcel," for the purposes of this Report, refers to an individual property assigned its own Assessor's Parcel Number ("APN") by the Los Angeles County Assessor's Office.** The Los Angeles County Auditor/Controller uses

**Assessor's Parcel Numbers and specific Fund Numbers to identify properties to be assessed on the tax roll for the District assessments.**

At a noticed annual Public Hearing, the City Council will accept all public comments and written protests regarding the District and the annual levy of assessments. Based on those public comments and written protests, the City Council may order amendments to the Report or confirm the Report as submitted. Following final approval of the Report and confirmation of the assessments the Council will, by Resolution, order the improvements to be made and confirm the levy and collection of assessments pursuant to the 1972 Act. The assessments as approved will be submitted to the Los Angeles County Auditor/Controller to be included on the property tax roll for each parcel.

**As required by the 1972 Act, this Engineer's Report describes the improvements to be provided, maintained and serviced by the District, an estimated budget for the District improvements, and the proposed assessments to be levied upon each assessable lot or parcel within the District for fiscal year 2020-21.**

While the budgets outlined in this Report reflect the estimated costs necessary to fully and adequately provide for the maintenance and operation of the improvements within the District, many of these estimated costs and associated services cannot be funded by the current special benefit assessment revenues and the City contribution for those improvements or **portions thereof determined to be general benefits. Therefore, in addition to the City's contribution for general benefit costs, in some Districts, at the discretion of the City Council, the City may also provide additional funding to support the improvements and/or implement service reductions. To fully fund the improvements that are considered special benefits, it may be necessary in the future to increase assessment revenues which would require the support of the property owners for new or increased assessments through a ballot proceeding conducted under the provisions of the California Constitution Article XIII D.**

## II. Plans and Specifications

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The lines and dimensions of each lot or parcel within the Districts are those lines and dimensions shown on the maps of the Assessor of the County of Los Angeles for the year when this Report is prepared. The Assessor's maps and records are incorporated by reference herein and made part of this Report.

**Plans and specifications showing each District's** exterior boundaries; and indicating the general nature, location and extent of improvements.

Several items related to the Districts are on file and available for review at the City of Calabasas Public Works Department, Landscape Maintenance Division office.

For Landscape Lighting Act District No. 22, each member HOA has an individual maintenance contract. The member HOAs have been designated as "Zones"; each Zone has been given a number. The City has on file for each Zone a maintenance contract listing the work contracted and a diagram(s) detailing maintenance service work areas.

### IMPROVEMENT AUTHORIZED BY THE 1972 ACT

As applicable or may be applicable to the Districts, the 1972 Act defines improvements to mean one or any combination of the following:

- The installation or planting of landscaping.
- The installation or construction of statuary, fountains, and other ornamental structures and facilities.
- The installation or construction of public lighting facilities.
- The installation or construction of any facilities which are appurtenant to any of the foregoing or which are necessary or convenient for the maintenance or servicing thereof, including, but not limited to, grading, clearing, removal of debris, the installation or construction of curbs, gutters, walls, sidewalks, or paving, or water, irrigation, drainage, or electrical facilities.
- The maintenance or servicing, or both, of any of the foregoing.
- The acquisition of any existing improvement otherwise authorized pursuant to this section.

Incidental expenses associated with the improvements including, but not limited to:

- The cost of preparation of the report, including plans, specifications, estimates, diagram, and assessment;
- The costs of printing, advertising, and the publishing, posting and mailing of notices;
- Compensation payable to the County for collection of assessments;
- Compensation of any engineer or attorney employed to render services;
- Any other expenses incidental to the construction, installation, or maintenance and servicing of the improvements;
- Any expenses incidental to the issuance of bonds or notes pursuant to Section 22662.5.
- Costs associated with any elections held for the approval of a new or increased assessment.

The 1972 Act defines "Maintain" or "maintenance" to mean furnishing of services and materials for the ordinary and usual maintenance, operation, and servicing of any improvement, including:

- Repair, removal, or replacement of all or any part of any improvement.

- Providing for the life, growth, health, and beauty of landscaping, including cultivation, irrigation, trimming, spraying, fertilizing, or treating for disease or injury.
- The removal of trimmings, rubbish, debris, and other solid waste.
- The cleaning, sandblasting, and painting of walls and other improvements to remove or cover graffiti.

#### DESCRIPTION OF IMPROVEMENTS

As authorized by the 1972 Act, the improvements provided by the Districts and associated with each Zone incorporate various improvements that are maintained and serviced for the benefit of real property within the Districts. The maintenance of the improvements may also include various appurtenances that may include but is not limited to entry monuments; various types of fencing; retaining walls; ornamental lighting or other ornamental fixtures; signage; and irrigation, drainage, and electrical equipment. The work to be performed within each respective Zone may include but is not limited to (as applicable), the personnel, materials, equipment, electricity, water, contract services, repair and rehabilitation of the improvements and incidental expenses required to operate the District and provide the improvements and services for each Zone. The improvements provided within the District and for which parcels receive special benefits are generally described in the following

*Note: The four Districts do not necessarily provide every service authorized under the 1972 Act. For example, while these Districts provide electrical current to power irrigation systems, fountains, landscape lighting, Calabasas Lake aeration systems, and Association Park lake sidewalk lighting, they do not fund LLAD residential or commercial district street lighting.*

#### IMPROVEMENTS AND SERVICES WITHIN THE DISTRICTS

The purpose of the District is to fund the maintenance and servicing of parkway landscape improvements installed in connection with development of properties within the District. The landscape improvements maintained by each District are generally described as follows:

##### Landscape Lighting Act District No. 22

LLAD 22 provides for the maintenance of landscape of the common areas and open space areas located within **member homeowner associations (HOA) referred to as “Zones”**. **The HOA common areas are either owned** in common or privately owned, with easements granted to the District for landscape maintenance purposes. The maintenance of landscape also includes greenbelt and slope areas as well as annual weed abatement/brush clearance for fuel reduction/fire safety.

##### Landscape Lighting Act District No. 24

LLAD 24 provides maintenance of landscape within street right-of-way and open space areas. The open space areas include slopes and creek banks. Maintenance of landscape on streets within right-of-way includes parkways, center medians, adjacent turf areas, trees, and annual weed abatement/brush clearance for fuel reduction/fire safety.

Roadways with landscape in the public right-of-way includes landscaped center medians, trees, and adjacent turf areas that are conditions of development and are maintained by the District to soften and mitigate the impacts of traffic on the residential tracts within the District. The landscape improvements are located on the residential roadway serving the Malibu Lost Hills community, including Lost Hills Road south of Malibu Hills Road to Las Virgenes Road, Calabasas Hills Road, Meadow Creek Lane, portions of Las Virgenes Road, and designated slope areas along Las Virgenes Creek.

##### Landscape Lighting Act District No. 27

LLAD 27 provides maintenance of landscape within street right-of-way. Maintenance of landscape on streets within right-of-way includes parkways, center medians, and street trees.

The area of landscape improvements generally referred to as Las Virgenes Road are: On Las Virgenes Road, the east sidewalk and center medians beginning at 3560 Las Virgenes Road and continuing north to Thousand Oaks Blvd.; on Las Virgenes Road north of Thousand Oaks Blvd., the east sidewalk area north to the end of Las Virgenes Rd.; at the northwest corner of Thousand Oaks Blvd. and Ruthwood Drive the public right-of-way area located immediately behind the sidewalk; on the south side of Thousand Oaks Blvd., the sidewalk area from Las Virgenes Road to the flood control channel; and the sidewalk area on the north side of Thousand Oaks Blvd. from Las Virgenes Road to Ruthwood Drive.

For the Mont Calabasas HOA Zone, the improvements include the maintenance of Las Virgenes Road as described above and in addition, provides for the maintenance of landscape of common areas and open space areas located within the Zone. The HOA common areas are either owned in common or privately owned, with easements granted to the District for landscape maintenance purposes. The maintenance of landscape may also include greenbelt and slope areas, as well as annual weed abatement/brush clearance for fuel reduction/fire safety.

#### Landscape Lighting Act District No. 32

LLAD 32 provides maintenance of landscape within street right-of-way. Maintenance of landscape on streets within right-of-way includes center medians and street trees.

The landscape improvements maintained by the District are located on the major streets serving the Lost Hills Commercial Area, including Agoura Road from the west side of Malibu Hills Road to the eastern boundary of 26750 Agoura Road, Malibu Hills Road, Shadow Hills Road, and the portion of Lost Hills Road from Interstate 101 to the south side of Malibu Hills Road.

### III. METHOD OF APPORTIONMENT

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Proposition 218 requires that a parcel's assessment may not exceed the reasonable cost of the proportional special benefit conferred on that parcel. The Articles provide that only special benefits are assessable. The City must separate the general benefits from the special benefits conferred on a parcel; a special benefit being a particular and distinct benefit over, and above general benefits conferred on the public at large, including real property within the district.

In Fiscal Year 1997-98, the four Districts conducted an assessment ballot proceeding pursuant to Proposition 218; the assessment methodology was approved by a majority of District parcel owners and the City Council. The City reserves the right to implement the previously approved inflation adjustment in these Districts. Implementation of the annual inflation adjustment, which is based on the annual Consumer Price Index (CPI), does not constitute an assessment increase for purposes of Proposition 218, because parcel owners in the Fiscal Year 1997-98 assessment ballot and **subsequent balloting's authorized these adjustments.**

Each District will be discussed in terms of background, special benefit, general benefit, and assessment formula. Certain terms used throughout the Method of Assessment are defined below.

#### DEFINITIONS

*Special Benefit:* Articles XIII C and XIII D of the California Constitution define special benefit as "a particular and distinct benefit over and above the general benefits conferred on real property located in the District or to the public at large. General enhancement of property value does not constitute 'special benefit.'" The following Method of Apportionment of Assessment for each District analyzes the special benefit each parcel receives from the improvements funded in each District. The cost of landscape maintenance is distributed to parcels in each District based on the special benefit each parcel receives by an assessment formula. Within the Districts, zones of benefit may be designated based on spreading the cost of the improvements associated with each Zone over the parcels within that Zone.

Each assessed parcel within each District receives a particular and distinct Special Benefit from the improvements. The operation and maintenance of the landscape improvements provides a Special Benefit to the parcels within each District even though there may not be landscaping immediately adjacent to a particular parcel. Special Benefits associated with landscaped improvements are:

- The proper maintenance of landscape along streets provides noise abatement and visual barriers to reduce the negative impact of the streets upon nearby parcels within the District.
- Landscape improvements provide environmental enhancement to nearby parcels through erosion control, dust and debris control, and weed abatement for fire safety.
- The aesthetic desirability of parcels within the District is specifically enhanced by the presence of well-maintained open space, greenbelts, street medians, and frontage landscape.
- Having properly maintained landscape readily accessible to properties within the District means the owners of the assessed parcels may enjoy the benefits of having such improvements available for use while avoiding the effort and expense of individually installing and maintaining similar improvements.
- Where the District is providing maintenance along easements on privately held property, it is providing landscape services that otherwise would be direct expenses of the owners of such property.
- State and City laws generally hold property owners individually responsible for the safe and proper maintenance of their frontages.

**Zones:** Landscape Lighting Act District No. 22 (1972 Act District) Calabasas Park Area has been divided into “Zones” of benefit by individual communities or neighborhoods that receive distinct Special Benefit. In most cases, Zones are defined by the boundaries of a homeowners’ association. In a few cases, the Zone is based on master plan boundaries (Old Town Master Plan) or street boundaries. The landscape maintenance activities that provide a Special Benefit are separately identified by the City for each Zone. Based on an assessment formula, the cost of these landscape maintenance activities is then spread to the parcels within that Zone.

**Assessment Units:** The assessment units assigned to each parcel are used in the assessment formula to compute the assessment amount. If the zone has one single land use, then each parcel is assigned one assessment unit. Where more than one land use exists within a zone, traffic generation factors are used as a means to define the benefit a single-family residence receives as compared to an apartment or a commercial property. The following traffic generation factors for the City of Calabasas and resulting Assessment Units are incorporated in this Report. Per Parcel

Land Use	Traffic Generator Factor	Assessment Unit
Single Family Residential (Houses and Condominiums)	10 trips per day	1.0 (10 trips/10 trips) per parcel
Multi-Family Residential (Apartments)	6 trips per day	0.6 (6 trips/10 trips) per unit
Commercial Parcel	40 trips per day	4.00 (40 trips/10 trips) per acre

Note: Traffic Generation Factor is based on information provided by the City of Calabasas in 1997-98. Due to minor changes in development in the area since this time, these results continue to be representative of the traffic generated in the assessment district.

## ASSESSMENT METHODOLOGY

Proposition 218 requires the City to ballot property owners to obtain consent for the increased assessment exceeding the anticipated maximum permissible increase per assessment formula, for example CPI (Consumer Price Index) increase.

## ASSESSMENT RANGE FORMULA

**Section 22573 of the 1972 Act states that “The net amount to be assessed upon lands within an assessment district may be proportioned by any formula or method which fairly distributes the net amount among all assessable lots or parcels in proportion to the estimated benefit to be received by each such lot or parcel from the improvements.”**

**Section 22547 of the 1972 Act permits the designation of benefit zones within any individual assessment district if “.... by reasons or variations in the nature, location, and extent of improvements, the various areas will receive different degrees of benefit from the improvements.” Thus, the 1972 Act requires the levy of true “assessment” rather than a “special tax”.**

Within each District, it is determined that each parcel benefits equally from the services provided. Therefore, costs of providing services (as well as a proportional share of incidental expenses) are spread evenly across each parcel in that District but not exceeding the maximum permissible assessment rates as approved by the property owners.

Proposition 218 requires that a parcel's assessment may not exceed the reasonable cost of the proportional special benefit conferred on that parcel. The Articles provide that only special benefits are assessable. The City must separate the general benefits from the special benefits conferred on a parcel; a special benefit being a particular and distinct benefit over, and above general benefits conferred on the public at large, including real property within the district.

In Fiscal Year 1997-98, the four Districts conducted an assessment ballot proceeding pursuant to Proposition 218; the assessment methodology was approved by a majority of District parcel owners and the City Council. The City reserves the right to implement the previously approved inflation adjustment in these Districts. Implementation of the annual inflation adjustment, which is based on the annual Consumer Price Index (CPI), does not constitute an assessment



increase for purposes of Proposition 218, because parcel owners in the Fiscal Year 1997-98 assessment ballot and subsequent balloting's authorized these adjustments.

The Method of Assessment for each District is provided in the following pages below.

## METHODOLOGY LANDSCAPE LIGHTING ACT DISTRICT NO. 22

The following methodology described pertains to Landscape Lighting Act District No. 22 (1972 Act). The landscape services provided to all properties within the district boundary have been reviewed to identify the General Benefit and Special Benefit conferred to each parcel.

### GENERAL BENEFIT

Articles XIII C and XIII D of the California Constitution require that the benefit to the public at large be identified for any improvements being funded through an assessment district. This so-called "general" benefit may not be assessed to the parcels through an assessment district. The following Method of Apportionment of Assessment for the District analyzes the benefit to the public at large from the landscape improvements provided by the City for the District.

In LLAD 22, certain portions of improvements are identified as providing general benefit. The costs associated with these improvements are not included in the LLAD 22 budget assessed to parcels in the District. Instead, these costs are funded through Landscape Maintenance District No. 22 (LMD 22), via an existing ad valorem tax levy. Proposition 218 does not govern the ad valorem levy, and the proceeds of this ad valorem levy may be used toward any landscape improvements providing general benefit within the LMD 22/LLAD 22 boundary.

The following landscape improvements provide general benefit and are funded solely by LMD 22, via the existing ad valorem tax levy and are not funded by LLAD 22. Maintenance of landscape on major thoroughfare roadways, including portions of Calabasas Road, Civic Center Way, Park Capri, Park Entrada, Park Granada, median islands on Park Helena and Park Sienna, Park Ora, certain parkway areas on Park Sorrento, Parkway Calabasas, Association Park, Calabasas Lake, and natural areas such as McCoy Creek, and open space areas within the district boundary.

The roadways are thoroughfares for the community, providing access to schools, shops, freeways, and recreational facilities, and therefore, confer a General Benefit to the community. The landscape along these streets includes parkway landscape that serves to improve the stabilization of slopes adjacent to these roadway sections within the District.

### SPECIAL BENEFIT

With the exception of the major public thoroughfare roadways located within the boundaries of District LLAD 22 as described above in General Benefit, all of the areas maintained by LLAD 22 are either owned in common or are privately owned and are solely accessible to (or primarily accessible to) owners of the assessed properties, their tenants, and/or guests. These areas have easements granted to LLAD 22 for landscape maintenance purposes.

The local landscape improvements associated within member homeowner associations, provide special benefits to the properties within those developments, and have no benefit to the public at large, to individuals rather than property, or to properties located outside of the district. The landscape improvements of the common areas located within member homeowner associations are of direct and special benefit to the assessed properties. Consequently, 100% of these costs are allocated to special benefit.

In order for the methodology to be in compliance with Articles XIII C and XIII D of the California Constitution, a thorough study of the landscape funded by the District was performed in 1997-98. The District was divided by tracts into member **homeowner associations and a commercial district that are called "Zones". These Zones receive distinct special benefit.** In a few cases, the Zone is based on master plan boundaries (Old Town Master Plan) or street boundaries. **Each Zone's specific usage and landscape maintenance activities were identified to determine the level of special benefit each property receives within that Zone.**

The landscape maintenance activities that provide a Special Benefit have been determined for each Zone. The LLAD 22 Zones are as follows:

LLAD 22 Zones			
Bellagio	Calabasas Country Estates	Calabasas Hills	Calabasas Park Estates
Calabasas Rd. Commercial*	Clairidge	Classic Calabasas Park	Las Villas
Oak Creek	Oak Park	The Oaks of Calabasas **	Palatino
Westridge	Vista Pointe		

\* Calabasas Rd. Commercial includes Old Town

\*\*The Oaks of Calabasas Zone is comprised of The Oaks of Calabasas and The Estates of The Oaks of Calabasas HOAs.

**A complete landscape maintenance service level was developed for each Zone to determine the Zone's aggregate LLAD 22 assessment levy and detail the Special Benefit each Zone receives from the District.**

The aggregate LLAD 22 assessment levy for each Zone includes costs associated with maintaining improvements that specially benefit the given Zone. Many of the costs are for local landscape improvements that can be accessed only by member homeowner association parcel owners, their tenants, or guests. In virtually all cases, the improvements were part of a condition of development and the assessed properties are responsible for the ongoing landscape maintenance.

#### PARCEL CLASSIFICATION

These costs are apportioned to each parcel within each Zone based on the Special Benefit associated with the type of land use. The benefit relationship between land uses is based on the assignment of vehicle trip generation factors. Trip rates are used as a measure of benefit because they are a representative land use comparison factor for the type of improvements being funded, namely street landscape, slopes, common areas, parks, and open space. From the traffic generation factors Assessment Units are calculated. The Assessment Unit for each land use is computed based on its traffic generation compared to the traffic generated by a single-family residence.

*Single Family Residence* parcels in the City of Calabasas generate an average of 10 trips per day. A parcel is classified as a Single-Family Residential use upon recordation of a subdivision map for houses or condominiums. The Single-Family Residences are assigned the base Assessment Unit of 1 and are used as the basis of comparison for all other land uses in the District.

*Multiple Family Residential* parcels the City of Calabasas generate an average of 6 trips per day, or 0.6 Assessment Unit per unit. Therefore, the Assessment Units assigned to a multiple family parcel would be the product of the number of dwelling units on a parcel and 0.6 Assessment Units per unit. For instance, a 20-unit apartment house would be assigned  $20 \times 0.6 = 12$  Assessment Units.

*Residential Vacant* (un-subdivided but buildable) property receives a Special Benefit from the improvements as a result of the increased desirability of a parcel that is located in an area with landscape and park amenities. In addition, vacant **parcels specially benefit from the availability of a landscape program and access to the City's landscape manager.**

*Commercial* property within the City of Calabasas generates on average 40 trips per day. Therefore, the Assessment Units assigned to a commercial property is 4.0 Assessment Units per acre. At this time, all commercial properties in the District are within the Calabasas Road/ Old Town Commercial Zone, which also encompasses the Old Town Master Plan area. The commercial properties in the Calabasas Road/ Old Town Commercial Zone receive benefit from Calabasas Road maintenance. The cost for these specific improvements will be distributed to the properties within the Zone based on each parcel's land area (acreage).

*Public Agency* parcels within the District that have people working on the premises and have parkway landscape maintained by the District, benefit from the landscape improvements to their parkway maintenance, as do other similar parcels. The only Public Agency parcels subject to the assessment are the Civic Center and the Tennis and Swim Center. For purposes of the assessment, these parcels are considered part of the Calabasas Road Commercial/Old Town Master Plan Zone. Therefore, the Civic Center and the Tennis and Swim center will receive the same per acre charge as the Commercial properties in the Calabasas Road Commercial/Old Town Master Plan Zone.

*Homeowner's Association and Common Area* parcels within the District are not assessed. These parcels include large **park parcels, small sliver parcels, and parking lot parcels that cannot be developed.** These 'unbuildable' properties do not receive a **special benefit from the District's improvements and are not assessed.** In many cases, the common area parcels provide the same use and function that the District funded improvements provide. In addition, the property owners paying the Homeowner's Association bill are already paying for the District's funded improvements by their parcel's assessment. The common area property is incidental to the primary residential parcels. Therefore, the assessment will go directly to the source and assess the properties that benefit from the Zone's improvements and maintenance.

#### FORMULA OF ASSESSMENT

The District budget requirements for the special benefit improvement costs have been assembled in order to determine the aggregate levy of assessment for Landscape Lighting Act District No. 22 (1972 Act) by Zone. The total aggregate levy for each LLAD 22 Zone is divided by the number of assessment units to determine the assessment amount per unit. The assessment amount per unit is multiplied by the number of assessment units assigned to the parcel to **determine each parcel's assessment.** See Exhibit B for the Landscape Lighting Act District No. 22 (1972 Act) Assessments by Zone.

For example, a Zone that only has single-family residence parcels is assigned 1 assessment unit per parcel, and the assessment per parcel is calculated as follows:

$$\frac{\text{Zone Total Levy Amount}}{\text{Zone Total Assessment Units (Parcels)}} = \text{Assessment Amount per Unit (Parcel)}$$

#### METHODOLOGY LANDSCAPE LIGHTING ACT DISTRICT NO. 24

The following methodology described pertains to the Landscape Lighting Act District No. 24 (1972 Act) herein referred to in this section as LLAD 24. The landscape services provided to all properties within the district boundary have been reviewed to identify the General Benefit and Special Benefit conferred to each parcel.

#### GENERAL BENEFIT

Articles XIII C and XIII D of the California Constitution require that the benefit to the public at large be identified for any improvements being funded through an assessment district. This so-called "general" benefit may not be assessed to the parcels through an assessment district. The following Method of Apportionment of Assessment for the District analyzes the benefit to the public at large from the landscape improvements provided by the City for the District.

Other residential areas of the City that are not included in an assessment district receive a minimal standard of City-funded landscape maintenance. The standard City landscaping for streets includes minimal median and parkway landscape. The City policy, therefore, is to have homeowner associations or landscaping and lighting districts fund certain landscaping maintenance, enhancements, and servicing. As a result, there is no general benefit from the funded improvements.

#### SPECIAL BENEFIT

The local landscape improvements provide special benefits to the properties within those developments, and have no benefit to the public at large, to individuals rather than property, or to properties located outside of the district. The

maintenance of landscape improvements within street right-of-way and open space located within the District are of direct and special benefit to the assessed properties. Consequently, 100% of these costs are allocated to special benefit, and the special benefits associated with the landscaped improvements include:

- The aesthetic desirability of parcels within the District is specifically enhanced by the presence of well-maintained open space, greenbelts, street medians, and frontage landscaping.
- Public rights-of-way with landscaped center medians, trees, and adjacent turf areas maintained by the District provide noise abatement and visual barrier to mitigate the negative impact of streets upon nearby parcels within the District.
- The special benefits derived from the maintenance of these landscape improvements provide environmental enhancement to nearby parcels through erosion control, dust and debris control, and weed abatement for safety.
- Additional special benefits of landscape maintenance are described earlier in this Report.

### PARCEL CLASSIFICATION

*Residential Parcels* within the District all receive direct and special benefit. All of the parcels in this District are residential and each parcel is assigned 1 Assessment Unit per parcel.

*Public Agency* parcels within the District that have people working on the premises and have parkway landscape maintained by the District that benefit from the landscape improvements to their parkway maintenance, similar to other parcels. However, at this time, there are no Public Agency parcels in LLAD 24.

*Homeowner's Association and Common Area* parcels within the District are not assessed. These parcels include large **park parcels, small sliver parcels, and parking lot parcels that cannot be developed.** These 'unbuildable' parcels do not receive a special benefit from the District's improvements and are not assessed. In many cases, the common area parcels provide the same use and function that the District funded improvements provide. In addition, the parcel owners **paying the Homeowner's Association bill are already paying for the District's funded improvements by their parcel's** assessment. The common area property is incidental to the primary residential parcels. Therefore, the assessment will go directly to the source and **assess the properties that benefit from the Zone's improvements and maintenance.**

### FORMULA OF ASSESSMENT

In order for the methodology to be in compliance with Articles XIII C and XIII D enacted by Proposition 218, in 1997-98 a thorough study of the landscape provided to each Zone within the District was performed. Specific usage and services were identified by zones of benefit to determine the level of benefit received by each Zone within the District. The District was divided into naturally bounded communities, usually by tracts, but sometimes by street boundaries, and within each community, there is a single residential land use.

The Zones located within the District are as follows:

LLAD 24 Zones			
Avalon Bay	Deer Springs	El Encanto	Lone Oak
Mira Monte	Saratoga Hills	Saratoga Ranch	Steeplechase

The assessment per assessment unit is determined by dividing the total aggregate levy by Zone by the number of assessment units in the Zone. The assessment per parcel is determined by multiplying the assessment per assessment unit by the number of units assigned to the parcel. See Exhibit B for the Landscape Lighting Act District No. 24 (1972 Act) Assessments by Zone.

For example, a Zone that only has residential parcels is assigned 1 assessment unit per parcel, and the assessment per parcel is calculated as follows:

$$\frac{\text{Zone Total Levy Amount}}{\text{Zone Total Assessment Units (Parcels)}} = \text{Assessment Amount per Unit (Parcel)}$$

## METHODOLOGY LANDSCAPE LIGHTING ACT DISTRICT NO. 27

The following methodology described pertains to Landscape Lighting Act District No. 27 (1972 Act) herein referred to in this section as LLAD 27.

### GENERAL/SPECIAL BENEFIT

The local landscape improvements provide special benefits to the properties within those developments, and have no benefit to the public at large, to individuals rather than property, or to properties located outside of the district. The landscape improvements within the street right-of-way located within the District are of direct and special benefit to the assessed properties. Consequently, 100% of these costs are allocated to special benefit. The special benefits of landscape maintenance are described earlier in this Report.

Other residential areas of the City that are not included in an assessment district receive a minimal standard of City-funded landscape maintenance. The standard City performed landscape for arterial streets in the City includes minimal median and parkway landscape maintenance. The City policy, therefore, is to have fronting property in the District fund the enhanced landscape maintenance, operation, and servicing of arterial streets. The parcels in the District are funding only the cost of their frontage landscape maintenance. As a result, there is no General Benefit from the funded improvements.

### SPECIAL BENEFIT - MONT CALABASAS HOA ZONE

The Mont Calabasas HOA Zone special benefit includes the maintenance of landscape within Las Virgenes Road street right-of-way. In addition, the special benefit also includes areas to be maintained by LLAD 27 which are either owned in common or are privately owned and are solely accessible to (or primarily accessible to) owners of the assessed properties, their tenants, and/or guests. These areas have easements granted to LLAD 27 for landscape maintenance purposes.

The local landscape improvements associated within the Mont Calabasas HOA Zone, provide special benefits to the properties within the Mont Calabasas HOA, and have no benefit to the public at large, to individuals rather than property, or to properties located outside of the district. The landscape improvements of the common areas located within the member homeowner association are of direct and special benefit to the assessed properties. Consequently, 100% of these costs are allocated to special benefit. The specific usage and landscape maintenance activities were identified to determine the level of special benefit each property receives within the Mont Calabasas HOA Zone.

### PARCEL CLASSIFICATION

*Public Agency* parcels within the District that have people working on the premises and have parkway landscape maintained by the District that benefit from the landscape improvements to their parkway maintenance, similar to other parcels. There are no Public Agency parcels in LLAD 27 at this time.

*Homeowner's Association and Common Area* parcels within the District that are not assessed. These parcels include **large park parcels, small sliver parcels, and parking lot parcels that cannot be developed. These 'unbuildable' parcels do not receive a special benefit from the District's improvements and are not assessed.** In many cases, the common area parcels provide the same use and function that the District funded improvements provide. In addition, the parcel owners paying the Homeowner's Association bill are already paying for the District's funded improvements by their parcel's assessment. The common area parcel is incidental to the primary residential parcels. Therefore, the assessment will go directly to the source and assess the parcels that benefit from the Zone's improvements and maintenance.

### FORMULA OF ASSESSMENT

In order for the methodology to be in compliance with Articles XIII C and XIII D enacted by Proposition 218, in 1997-98 a thorough study of the landscape provided to zones of benefit within the District was performed. Specific usage and services were identified for each Zone to determine the level of benefit received by each Zone within LLAD 27. The

District was divided into naturally bounded neighborhoods, usually by tracts, but sometimes by street boundaries, and each parcel is assigned 1 assessment unit. The Zones are as follows:

LLAD 27 Zones			
Casden Malibu Canyon LP	Las Virgenes Park	Las Virgenes Village	Mont Calabasas

#### Assessment Formula (Las Virgenes Road)

The following Zones receive special benefit: Casden Malibu Canyon LP, Las Virgenes Park, Las Virgenes Village and Mont Calabasas. The assessment per assessment unit (parcel) is determined by dividing the total aggregate levy by the total number of assessment units (parcels) in the Zones.

#### Assessment Formula (Mont Calabasas Zone)

Costs of services for maintaining Mont Calabasas landscape of common areas and open space areas located and specific to Mont Calabasas HOA Zone are spread only across the parcels in that Zone. Each developed residential parcel within the Zone is allocated an equal share of costs applicable to that zone. The assessment per assessment unit (parcel) is determined by dividing the total aggregate levy by the total number of assessment units (parcels) in the Zone.

For example, a Zone that only has residential parcels is assigned 1 assessment unit per parcel, and the assessment per parcel is calculated as follows:

$$\frac{\text{Zone Total Levy Amount}}{\text{Zone Total Assessment Units (Parcels)}} = \text{Assessment Amount per Unit (Parcel)}$$

Zone Total Assessment Units (Parcels)

### METHODOLOGY LANDSCAPE LIGHTING ACT DISTRICT NO. 32

The following methodology described pertains to the Landscape Lighting Act District No. 32 (1972 Act) herein referred to in this section as LLAD 32.

#### GENERAL/SPECIAL BENEFIT

The local landscape improvements provide special benefits to the properties within those developments, and have no benefit to the public at large, to individuals rather than property, or to properties located outside of the district. The landscape improvements of the common areas located within member homeowner associations are of direct and special benefit to the assessed properties. Consequently, 100% of these costs are allocated to special benefit. The special benefits of landscape maintenance are described earlier in this Report.

#### PARCEL CLASSIFICATION

Because there is basically a single land use in the District, commercial, each parcel is assigned 1 assessment unit. The assessment levy is spread equally to each parcel. The only nonconforming land use in the District is related to the Community Center, which is owned by the City of Calabasas and the City of Agoura Hills. The Community Center parcel's frontage landscape will be funded by the District, similar to the commercial properties in the District. Therefore, the Community Center benefits from the assessment and will be assessed as a parcel.

*Common Area or Easement* parcels within the District include primarily open space parcels that cannot be developed and parking lots that are considered 'unbuildable'. These parcels do not receive special benefit and will not be assessed. In many cases, the common area parcels provide the same use and function that the District funded improvements provide. Furthermore, these parcels are incidental to the primary parcels. Therefore, the assessment will go directly to the source and assess the parcels that benefit from the Districts improvements and maintenance.

## FORMULA OF ASSESSMENT

In order for the methodology to be in compliance with Articles XIII C and XIII D enacted by Proposition 218, in 1997-98 a thorough study of the landscape provided to the District was performed. Specific usage and services were identified to determine the level of benefit each parcel within the District receives. These costs are apportioned to each parcel based on the Special Benefit associated with the type of land use. Two land uses exist in LLAD 32: Commercial and Public Agency (a sheriff station and a community center).

The assessment per assessment unit is determined by dividing the total aggregate levy by parcel by the number of assessment units in the District. The assessment per parcel is determined by multiplying the assessment per assessment unit by the number of units assigned to the parcel. See Exhibit D for the Landscape Lighting Act District No. 32 (1972 Act) Assessments by parcel.

For example, a District that only has commercial land use parcels is assigned 1 assessment unit per parcel, and the assessment per parcel is calculated as follows:

$$\frac{\text{District Total Levy Amount}}{\text{District Total Assessment Units (Parcels)}} = \text{Assessment Amount per Unit (Parcel)}$$

## IV. DISTRICT BUDGET

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### ESTIMATE OF COSTS

Section 22569 of the 1972 Act requires the Engineer's Report to contain an estimate of the costs of the Improvements including:

- total costs of improvements including incidental expenses,
- the amount of the surplus to be carried over from a previous fiscal year,
- the amount of any contributions to be made from sources other than the assessment,
- the amount, if any, to be collected in annual installments for the estimated cost of improvements,
- the net amount to be assessed within the Assessment District.

Estimates of these amounts are as follows:

#### Cost of Improvements:

As mentioned earlier, some zones are assessed at fixed annual rate without the CPI adjustment. In such areas, the level of service (i.e., gardening and watering) is reduced so that the costs of providing services does not exceed assessment revenues. For the areas where the CPI adjustments have been approved, an attempt is made to provide the same levels of service from year to year.

The Community Services Department oversees the operation of the landscape maintenance while outside contractors as well as in-house staff are used to maintain these areas. The expenditures are listed in the fiscal year 2020-21 budget listed below. Contract maintenance expenses are based on actual contractual costs. Water and electricity utility bills and routine supplies are estimated based on current expenditures.

#### Incidental Expenses:

Incidental expenses to be paid with assessment amounts of the Assessment District for FY 2020-21 (**"Incidental Expenses"**) are included in the definition of **"incidental expenses"** as defined in Section 22526 of the 1972 Act.

Four types of incidental expenses are included in the costs associated with the Maintenance District: (i) compensation for special counsel providing advice in connection with the establishment of the Maintenance District, (ii) costs of the preparation of this Report, including preparation of plans, specifications, estimates, diagram, and assessment (**"Assessment Engineering"**), (iii) **costs associated with printing, advertising, and the giving of published, posted, and mailed notices**, including the balloting required by Article XIID of the California Constitution, and (iv) compensation payable to the County of Los Angeles for the collection of assessments. The budget shows the total amounts for incidental expenses for Fiscal Year 2020-21.

#### Contribution from Other Sources

This is included to subsidize any shortfalls for Zones in the District.

#### Annual Installments

The entire amount of the net assessment that will be assessed in FY 2020-21.



The estimated budget for fiscal year 2020-21 for each District is shown in the table below. The beginning fund balance estimated for July 1, 2020, is projected from the 2019-20 budget year. These fund balances are used to finance all work from July 1, 2020 until June 30, 2021. **The first deposit from the County Assessor's Office to the District's accounts is December 2020.** The projected carryover from FY 2019-20 will be the beginning fund balance for Fiscal Year 2020-21 and so forth.

<b>City of Calabasas Landscape Act District Nos. 22, 24, 27, &amp; 32</b>				
<b>Sources and Uses for FY 2020-21</b>				
<u>Sources</u>	<u>LLAD 22</u>	<u>LLAD 24</u>	<u>LLAD 27</u>	<u>LLAD 32</u>
Beginning Balance (Est.)	\$1,048,000.00	\$20,000.00	\$30,000.00	\$0.00
Benefit Assessment	3,113,398.16	207,837.00	373,446.06	35,453.12
Other City Funds*	0.00	0.00	0.00	0.00
Interest	10,000.00	1,000.00	0.00	0.00
General Contribution	0.00	0.00	0.00	8,074.96
<b>Total Sources</b>	<b>\$4,171,398.16</b>	<b>\$228,837.00</b>	<b>\$403,446.06</b>	<b>\$43,528.08</b>
<b><u>Uses</u></b>				
City Administration Costs (Salaries, Consultants, Incidental Costs, Etc.)	\$135,000.00	\$11,650.00	\$5,050.00	\$3,200.00
Utilities (Irrigation Water & Electrical to Power Irrigation Controllers)	0.00	0.00	10,100.00	0.00
Maintenance Contracts/Pest Control	1,119,752.48	90,346.21	211,293.50	40,328.08
Fire Break/Brush Clearance	550,000.00	7,000.00	37,000.00	0.00
General Benefit Landscape Improvements	0.00	32,900.00	75,000.00	0.00
<b>Total Uses</b>	<b>\$1,804,752.48</b>	<b>\$141,896.21</b>	<b>\$338,443.50</b>	<b>\$43,528.08</b>
<b>Ending Balance Carryover</b>	<b>\$2,366,645.68</b>	<b>\$86,940.79</b>	<b>\$65,002.56</b>	<b>\$0.00</b>

\*Other City Funds – funds the maintenance of general benefit landscape improvements. See LLAD No. 22 General Benefit.

The City of Calabasas' Chief Financial Officer provided the FY 2020-21 Budget Sources and Uses, and Consumer Price Index increase is 3.065%. The detailed records for the costs, utilities, maintenance contracts and other uses are on file at the City of Calabasas.

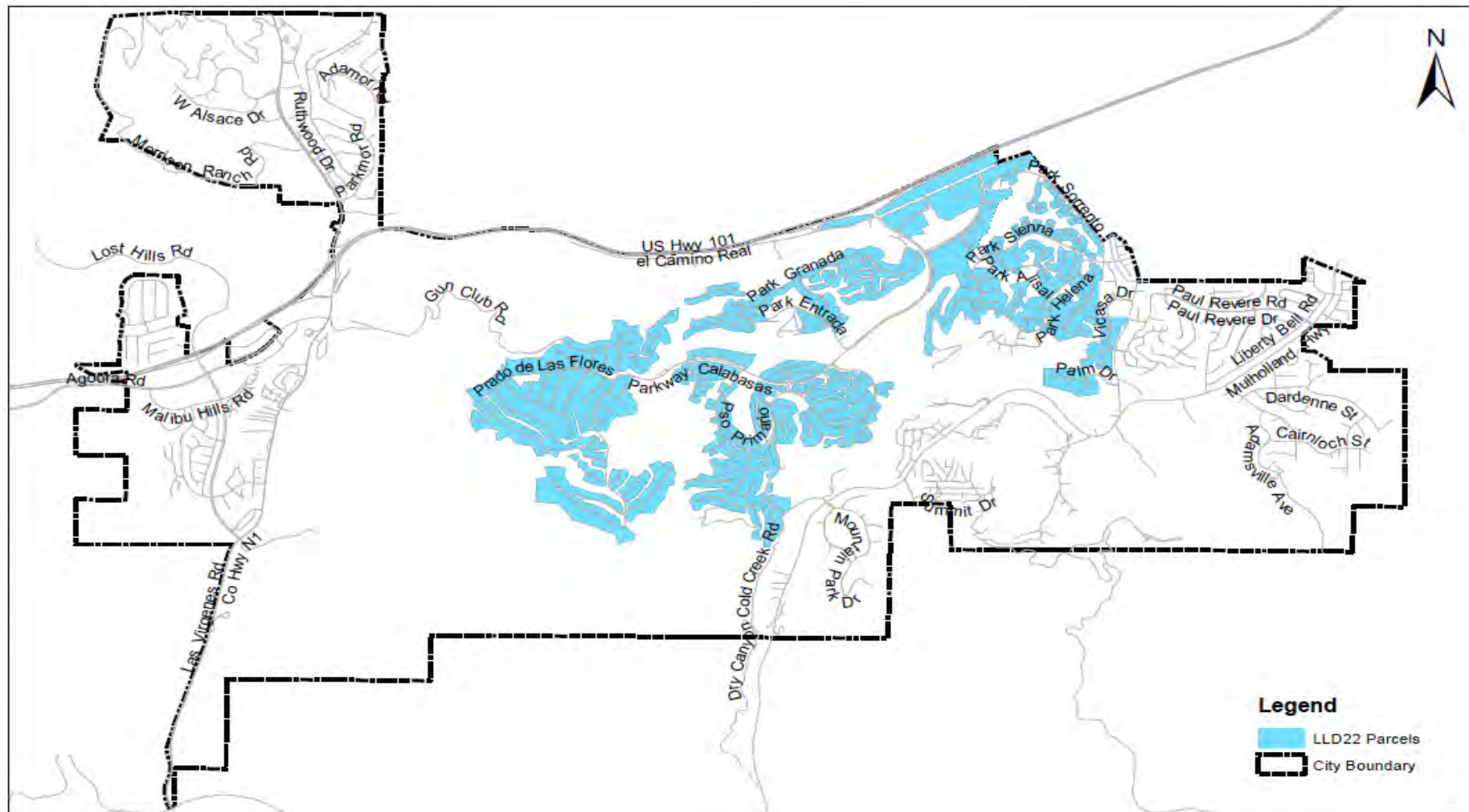
Note: Any deficits are covered by the City of Calabasas through the general fund

## V. DISTRICT BOUNDARY MAPS

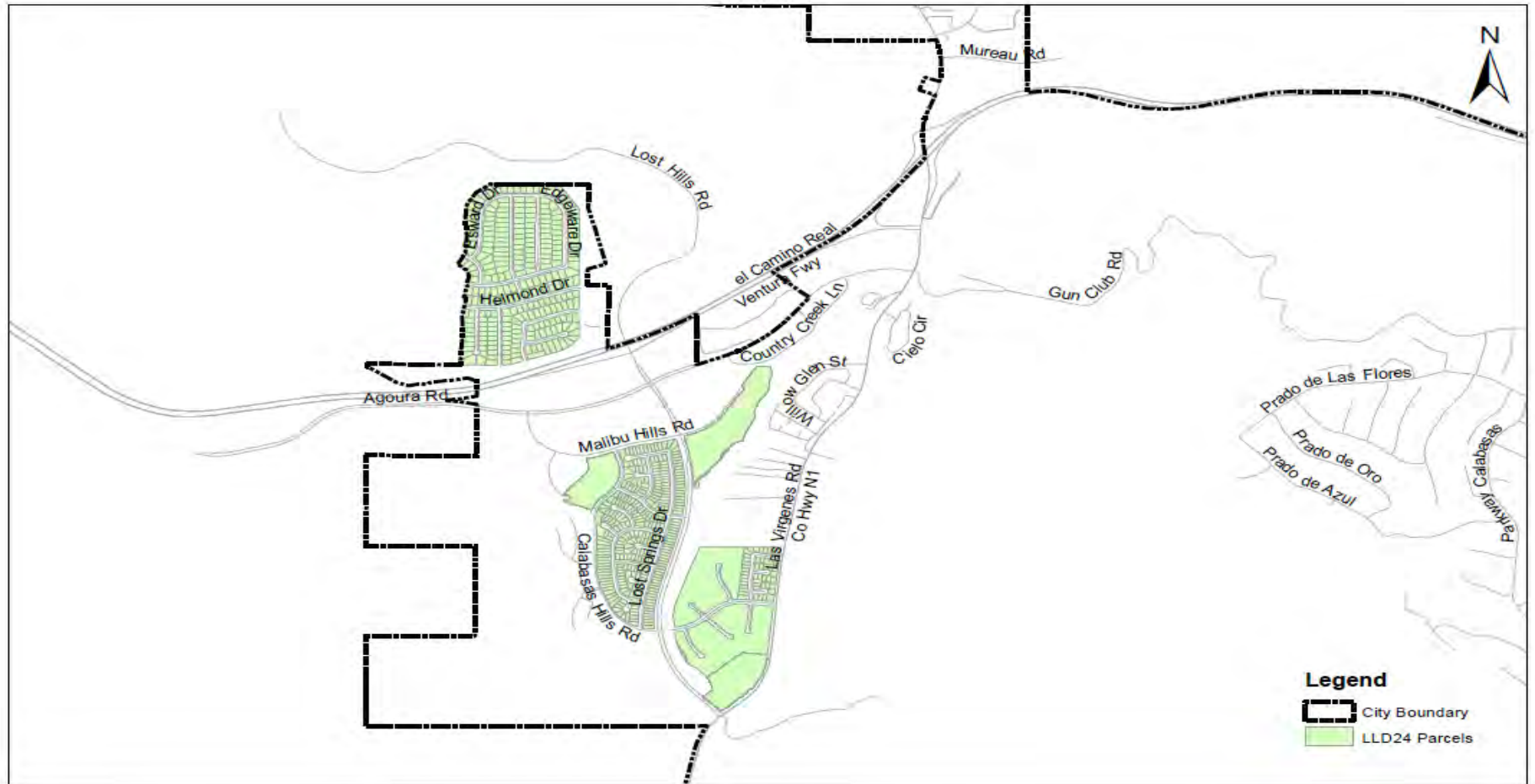
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Reference is hereby made to the Assessor's Maps of the County of Los Angeles for an exact description of the lines and dimensions of each parcel within the Assessment District.

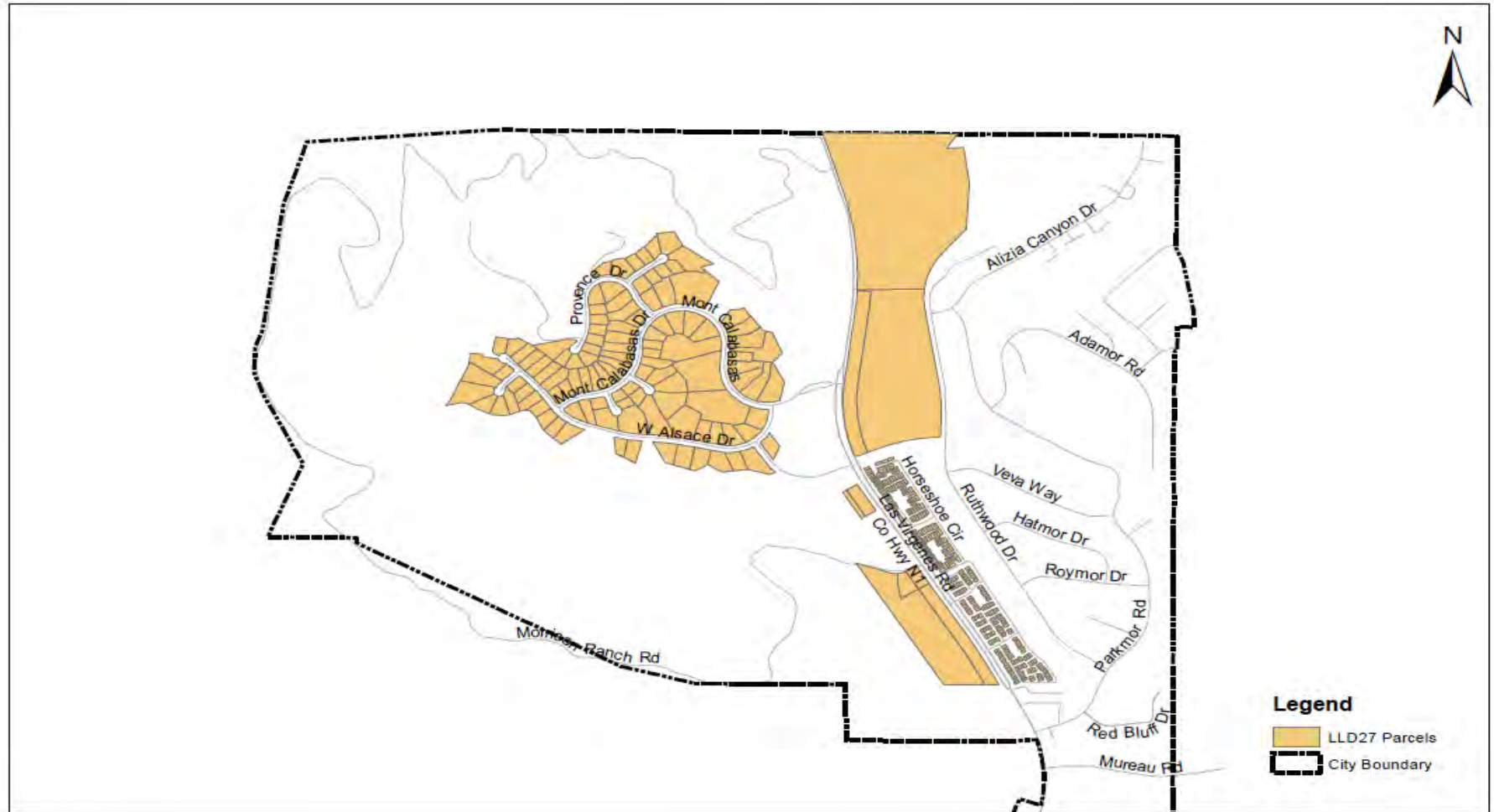
## City of Calabasas Landscaping and Lighting District No. 22 Boundary Map



## City of Calabasas Landscaping and Lighting District No. 24 Boundary Map



## City of Calabasas Landscaping and Lighting District No. 27 Boundary Map



### City of Calabasas Landscaping and Lighting District No. 32 Boundary Map



## Exhibit A- 2020-21 ASSESSMENT ROLL

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Parcel identification, for each lot or parcel within the District, shall be the parcel as shown on the Los Angeles County Assessor's map for the year in which this Report is prepared.

The land use classification for each parcel has been based on the Los Angeles **County Assessor's Roll**. A listing of parcels assessed within this District, along with the proposed assessment amounts, has been submitted to the City Clerk, under a separate cover, and by reference is made part of this Report.

Annexation of territory to an existing assessment district is provided by the 1972 Act, commencing with Section 22605. The 1972 Act further provides that an assessment district may consist of contiguous or non-contiguous areas. Annexation proceedings are limited to the territory proposed to be annexed. The history of annexations and detachments are listed above under the historical information section page 2.

## Exhibit B- Maintenance Costs and Assessment by Zone

### Landscape Lighting Act District No. 22

ZONE	FY 2020-21 Maintenance Cost & Benefit Assessment	Land Use	No. of Parcels	Assessment Units	No. of Acres	FY 2019-20 Applied Assessment Rate (3.81% CPI Increase)	FY 2020-21 Applied Assessment Rate (No CPI Increase)	FY 2020-21 Maximum Assessment Rate (3.065% CPI Increase)	Per Parcel/ Acre
Bellagio	\$162,248.00	SFR	160	160		\$1,014.05	\$1,014.05	\$1,045.13	Parcel
Calabasas Country Estates	66,784.26	SFR	37	37		\$1,804.98	\$1,804.98	\$1,860.31	Parcel
Calabasas Hills	399,678.30	SFR	490	490		\$815.67	\$815.67	\$840.67	Parcel
Classic Calabasas Park	434,861.84	SFR	458	458		\$949.48	\$949.48	\$978.58	Parcel
Calabasas Park Estates	467,508.50	SFR	425	425		\$1,100.02	\$1,100.02	\$1,133.73	Parcel
Calabasas Rd Comm / Old Town	33,586.96	Commercial/Vacant	70	390	97.38	\$344.91	\$344.91	\$355.49	Acre
Calabasas Rd Comm / Old Town	3,879.90	MFR	1	45		\$86.22	\$86.22	\$88.86	Parcel
Calabasas Rd Comm / Old Town	6,207.84	SFR	72	72		\$86.22	\$86.22	\$88.86	Parcel
Clairidge	139,090.71	SFR	33	33		\$4,214.87	\$4,214.87	\$4,344.06	Parcel
Las Villas	125,383.20	SFR	89	89		\$1,408.80	\$1,408.80	\$1,451.98	Parcel
Oak Creek	8,460.05	Condo	17	17		\$497.65	\$497.65	\$512.90	Parcel
Oak Park	191,912.12	Condo	268	268		\$716.09	\$716.09	\$738.04	Parcel
Palatino	97,880.40	SFR	120	120		\$815.67	\$815.67	\$840.67	Parcel
The Oaks of Calabasas	455,143.86	SFR	558	558		\$815.67	\$815.67	\$840.67	Parcel
Vista Pointe	326,057.13	SFR	189	189		\$1,725.17	\$1,725.17	\$1,778.05	Parcel
Westridge	194,715.09	SFR	111	111		\$1,754.19	\$1,754.19	\$1,807.95	Parcel
<b>TOTAL</b>	<b>\$3,113,398.16</b>		<b>3,098</b>	<b>3,462</b>	<b>97.38</b>				

Variance from budget due to rounding.

NOTE: The maximum assessment rate is increased by the Consumer Price Index annually, however, the City of Calabasas has decided to keep the fiscal year 2020-21 applied assessment rates the same as fiscal year 2019-20. There will be no increase to the applied assessment rates for fiscal year 2020-21.



Landscape Lighting Act District No. 24

ZONE	FY 2020-21 Maintenance Cost & Benefit Assessment	Land Use	No. of Parcels	Assessment Units	FY 2019-20 Applied Assessment Rate (3.81% CPI Increase)	FY 2020-21 Applied Assessment Rate (No CPI Increase)	FY 2020-21 Maximum Assessment Rate (3.065% CPI Increase)
Deer Springs	\$45,990.00	Residential	300	300	\$153.30	\$153.30	\$157.99
Steeplechase	36,945.30	Residential	240	241	\$153.30	\$153.30	\$157.99
El Encanto	6,591.90	Residential	43	43	\$153.30	\$153.30	\$157.99
Avalon Bay	91,980.00	Residential	2	600	\$153.30	\$153.30	\$157.99
Lone Oak	7,358.40	Residential	48	48	\$153.30	\$153.30	\$157.99
Mira Monte (Tract 52150)	5,212.20	Residential	34	34	\$153.30	\$153.30	\$157.99
<b>District 24 Subtotal</b>	<b>\$194,077.80</b>		<b>667</b>	<b>1,266</b>			
Saratoga Ranch	\$2,191.28	Residential	43	43	\$50.96	\$50.96	\$52.52
Saratoga Hills	11,567.92	Residential	227	227	\$50.96	\$50.96	\$52.52
<b>Saratogas Subtotal</b>	<b>\$13,759.20</b>		<b>270</b>	<b>270</b>			
<b>District Total</b>	<b>\$207,837.00</b>		<b>937</b>	<b>1,536</b>			

Variance from budget due to rounding.

NOTE: The maximum assessment rate is increased by the Consumer Price Index annually, however, the City of Calabasas has decided to keep the fiscal year 2020-21 applied assessment rates the same as fiscal year 2019-20. There will be no increase to the applied assessment rates for fiscal year 2020-21.

Landscape Lighting Act District No. 27

ZONE	FY 2020-21 Maintenance Cost & Benefit Assessment	No. of Parcels	FY 2019-20 Applied Assessment Rate (3.81% CPI Increase)	FY 2020-21 Applied Assessment Rate (No CPI Increase)	FY 2020-21 Maximum Assessment Rate (3.065% CPI Increase)
Casden Malibu Canyon	\$343.92	3	\$114.64	\$114.64	\$118.15
Las Virgenes Park	16,508.16	144	\$114.64	\$114.64	\$118.15
Las Virgenes Village	18,571.68	162	\$114.64	\$114.64	\$118.15
Mont Calabasas	12,610.40	110	\$114.64	\$114.64	\$118.15
<b>Total</b>	<b>\$48,034.16</b>	<b>419</b>			
ZONE	FY 2020-21 Maintenance Cost & Benefit Assessment	No. of Parcels	FY 2019-20 Applied Assessment Rate	FY 2020-21 Applied Assessment Rate	FY 2020-21 Maximum Assessment Rate
Mont Calabasas HOA*	\$325,411.90	110	\$2,958.29	\$2,958.29	\$2,958.29
<b>Total Mont Calabasas</b>	<b>\$325,411.90</b>	<b>110</b>			
<b>LLAD Total</b>	<b>\$373,446.06</b>	<b>419</b>			

Variance from budget due to rounding.

\* Mont Calabasas HOA will remain as \$2,958.29, until Fiscal Year 2022/2023 and then revert back to previously approved maximum assessment in Fiscal Year 2018/2019 rate with an increase in CPI over four years.

NOTE: The maximum assessment rate is increased by the Consumer Price Index annually, however, the City of Calabasas has decided to keep the fiscal year 2020-21 applied assessment rates the same as fiscal year 2019-20. There will be no increase to the applied assessment rates for fiscal year 2020-21.

Landscape Lighting Act District No. 32

<b>ZONE</b>	<b>FY 2020-21 Maintenance Cost &amp; Benefit Assessment</b>	<b>Land Use</b>	<b>No. of Parcels</b>	<b>FY 2019-20 Assessment Rate (3.81% CPI Increase)</b>	<b>FY 2020-21 Applied Assessment Rate (3.065% CPI Increase)</b>	<b>FY 2020-21 Maximum Assessment Rate (3.065% CPI Increase)</b>
Single Parcels	\$31,513.92	Commercial	16	\$1,911.04	\$1,969.62	\$1,969.62
Parcel Splits	3,939.20	Commercial	4	\$955.51	\$984.80	\$984.80
<b>TOTAL</b>	<b>\$35,453.12</b>		<b>20</b>			

Variance from budget due to rounding.

## Exhibit C- Assessment Rate History

### Landscape Lighting Act District No. 22

Fiscal Year	Prop 218 Assessment Increases & Annual CPI Increase per Parcel	Bellagio	Calabasas County Estates	Calabasas Hills	Classic Calabasas Park	Calabasas Park Estates	Calabasas Ridge (Detached from District 11-12)	Cal Road Commercial/ Old Town Master Plan Area (Formed 1997-98)	Clairidge (Formed 1996-97)	Creekside (Detached from District 1997-98)
1995-1996		\$621.43	\$621.43	\$621.43	\$621.43	\$621.43	\$621.43		N/A	\$621.43
1996-1997		\$621.43	\$621.43	\$621.43	\$621.43	\$621.43	\$621.43		\$621.43	\$621.43
1997-1998		\$621.43	\$621.43	\$621.43	\$621.43	\$621.43	\$1,023.73	172.92 per acre	\$2,500.00	NAP
1998-1999		\$621.43	\$621.43	\$621.43	\$621.43	\$621.43	\$1,023.73	172.92 per acre	\$2,500.00	NAP
1999-2000		\$621.43	\$621.43	\$621.43	\$621.43	\$621.43	\$1,023.73	172.92 per acre	\$2,500.00	NAP
2000-2001		\$621.43	\$621.43	\$621.43	\$621.43	\$621.43	\$1,023.73	172.92 per acre	\$2,500.00	NAP
2001-2002	Prop 18-Majority Vote	Yes	Yes				Yes	No	Yes	
2001-2002	Final Assessments	\$772.56	\$764.03	\$621.43	\$621.43	\$621.43	\$1,948.37	Not Assessed	\$3,211.15	NAP
2002-2003	Prop 18-Majority Vote							Yes		
2002-2003	Final Assessments	\$772.56	\$764.03	\$621.43	\$621.43	\$621.43	\$1,948.37	262.76 per acre	\$3,211.15	NAP
2003-2004		\$772.56	\$764.03	\$621.43	\$621.43	\$621.43	\$1,948.37	262.76 per acre	\$3,211.15	NAP
2004-2005		\$772.56	\$764.03	\$621.43	\$621.43	\$621.43	\$1,948.37	262.76 per acre	\$3,211.15	NAP
2005-2006		\$772.56	\$764.03	\$621.43	\$621.43	\$621.43	\$1,948.37	262.76 per acre	\$3,211.15	NAP
2006-2007	Prop 18-Majority Vote									
2006-2007	Final Assessments	\$772.56	\$764.03	\$621.43	\$621.43	\$761.88	\$1,948.37	262.76 per acre	\$3,211.15	NAP
2007-2008	Prop 18-Majority Vote			No	No					
2007-2008	Prop 18-Majority Vote			No	No					
2007-2008	Final Asmts & CPI Increase for all Zones	\$805.48	\$1,031.87	\$647.91	\$647.91	\$794.35	\$2,031.40	273.96 per acre	\$3,348.00	NAP
2008-2009	Prop 18-Majority Vote		Yes		Yes	No				
2008-2009	Final Asmts & CPI Increase for all Zones	\$831.90	\$1,364.87	\$669.16	\$700.69	\$820.40	\$2,098.03	282.95 per acre	\$3,457.81	NAP
2009-2010	Prop 18-Majority Vote		No							
2009-2010	Final Asmts & CPI Increase for all Zones	\$861.27	\$1,413.05	\$692.78	\$725.42	\$849.36	\$2,172.09	292.94 per acre	\$3,579.87	NAP
2010-2011	Prop 18-Majority Vote	No	Yes							
2010-2011	Final Asmts for all Zones (no CPI increase)	\$861.27	\$1,533.05	\$692.78	\$725.42	\$849.36	\$2,172.09	292.94 per acre	\$3,579.87	NAP
2011-2012	Asmts for all Zones (no CPI increase)	\$861.27	\$1,533.05	\$692.78	\$725.42	\$849.36	\$2,172.09	292.94 per acre	\$3,579.87	NAP
2011-2012	Survey Ballot Ridge voted to be Removed from LLAD 22						NAP			
2012-2013	Asmts for all Zones (2.67% CSI increase)	\$884.27	\$1,573.98	\$711.28	\$744.79	\$872.04	NAP	\$300.76	\$3,675.45	NAP
2013-2014	Asmts for all Zones (2.03% CSI increase)	\$902.22	\$1,605.93	\$725.72	\$759.91	\$978.71	NAP	\$306.87	\$3,750.06	NAP
2013-2014	Prop 18-Majority Vote					Yes				
2014-2015	Asmts for all Zones (1.08% CSI increase)	\$911.97	\$1,623.28	\$733.56	\$795.00	\$989.29	NAP	\$310.19	\$3,790.57	NAP
2014-2015	Prop 18-Majority Vote				Yes					
2015-2016	Asmts for all Zones (1.35% CSI increase)	\$924.29	\$1,645.20	\$743.47	\$805.74	\$1,002.65	NAP	\$314.38	\$3,841.75	NAP
2016-2017	Asmts for all Zones (0.91% CPI increase)	\$932.70	\$1,660.17	\$750.24	\$813.07	\$1,011.77	NAP	\$317.24	\$3,876.71	NAP
2017-2018	Asmts for all Zones (1.89% CPI increase)	\$950.33	\$1,691.55	\$764.42	\$828.44	\$1,030.89	NAP	\$323.24	\$3,949.98	NAP
2018-2019	Asmts for all Zones (2.79% CPI increase)	\$976.84	\$1,738.74	\$785.75	\$851.55	\$1,059.65	NAP	\$332.25	\$4,060.18	NAP
2018-2019	Prop 18-Majority Vote				No					
2019-2020	Asmts for all Zones (3.81% CPI increase)	\$1,014.05	\$1,804.98	\$815.67	\$949.48	\$1,100.02	NAP	\$344.91	\$4,214.87	NAP
2019-2020	Prop 18-Majority Vote				Yes					
2020-2021	Asmts for all Zones (the applied assessment rates were not increased by CPI)	\$1,014.05	\$1,804.98	\$815.67	\$949.48	\$1,100.02	NAP	\$344.91	\$4,214.87	NAP

Variance from budget due to rounding.

Landscape Lighting Act District No. 22

Fiscal Year	Prop 218 Assessment Increases & Annual CPI Increase per Parcel	Las Villas	Oak Creek	Oak Park	Palatino	Park Sorrento (Detached from District 2009-10)	The Oaks of Calabasas	The Oaks II (Vacant Land Asmt per acre)	Vista Pointe	Westridge
1995-1996		\$621.43	\$621.43	\$621.43	\$621.43	\$621.43	\$621.43	N/A	\$621.43	\$621.43
1996-1997		\$621.43	\$621.43	\$621.43	\$621.43	\$621.43	\$621.43	N/A	\$621.43	\$621.43
1997-1998		\$621.43	\$379.12	\$545.54	\$621.43	\$362.78	\$621.43	\$19.15	\$621.43	\$621.43
1998-1999		\$621.43	\$379.12	\$545.54	\$621.43	\$362.78	\$621.43	\$19.15	\$621.43	\$621.43
1999-2000		\$621.43	\$379.12	\$545.54	\$621.43	\$362.78	\$621.43	\$19.15	\$621.43	\$621.43
2000-2001		\$621.43	\$379.12	\$545.54	\$621.43	\$362.78	\$621.43	\$19.15	\$621.43	\$621.43
2001-2002	Prop 18-Majority Vote								Yes	Yes
2001-2002	Final Assessments	\$621.43	\$379.12	\$545.54	\$621.43	\$362.78	\$621.43	\$19.15	\$1,314.35	\$779.26
2002-2003	Prop 18-Majority Vote									
2002-2003	Final Assessments	\$621.43	\$379.12	\$545.54	\$621.43	\$362.78	\$621.43	\$19.15	\$1,314.35	\$779.26
2003-2004		\$621.43	\$379.12	\$545.54	\$621.43	\$362.78	\$621.43	\$19.15	\$1,314.35	\$779.26
2004-2005		\$621.43	\$379.12	\$545.54	\$621.43	\$362.78	\$621.43	\$19.15	\$1,314.35	\$779.26
2005-2006		\$621.43	\$379.12	\$545.54	\$621.43	\$362.78	\$621.43	\$19.15	\$1,314.35	\$779.26
2006-2007	Prop 18-Majority Vote	Yes							No	
2006-2007	Final Assessments	\$1,073.31	\$379.12	\$545.54	\$621.43	\$362.78	\$621.43	\$19.15	\$1,314.35	\$779.26
2007-2008	Prop 18-Majority Vote									
2007-2008	Prop 18-Majority Vote									
2007-2008	Final Asmts & CPI Increase for all Zones	\$1,118.05	\$395.80	\$588.79	\$647.91	\$378.24	\$647.91	N/A All land developed- The Oaks	\$1,370.36	\$812.47
2008-2009	Prop 18-Majority Vote						No			Yes
2008-2009	Final Asmts & CPI Increase for all Zones	\$155.75	\$408.25	\$587.45	\$669.18	\$390.65	\$669.16		\$1,415.31	\$1,439.12
2009-2010	Prop 18-Majority Vote									
2009-2010	Final Asmts & CPI Increase for all Zones	\$1,196.55	\$422.66	\$608.19	\$692.78	NAP	\$692.78		\$1,465.27	\$1,439.12
2010-2011	Prop 18-Majority Vote									
2010-2011	Final Asmts for all Zones (no CPI increase)	\$1,196.55	\$422.66	\$608.19	\$692.78	NAP	\$692.78		\$1,465.27	\$1,439.12
2011-2012	Asmts for all Zones (no CPI increase)	\$1,196.55	\$422.66	\$608.19	\$692.78	NAP	\$692.78		\$1,465.27	\$1,439.12
2011-2012	Survey Ballot Ridge voted to be Removed from LLAD 22									
2012-2013	Asmts for all Zones (2.67% CSI increase)	\$1,228.50	\$433.95	\$624.43	\$711.28	NAP	\$711.28		\$1,504.39	\$1,529.70
2013-2014	Asmts for all Zones (2.03% CSI increase)	\$1,253.44	\$442.76	\$637.11	\$725.72	NAP	\$725.72		\$1,534.93	\$1,560.75
2013-2014	Prop 18-Majority Vote									
2014-2015	Asmts for all Zones (1.08% CSI increase)	\$1,266.98	\$447.55	\$644.00	\$733.56	NAP	\$733.56		\$1,551.51	\$1,577.61
2014-2015	Prop 18-Majority Vote									
2015-2016	Asmts for all Zones (1.35% CSI increase)	\$1,284.09	\$453.60	\$652.70	\$743.47	NAP	\$743.70		\$1,572.46	\$1,598.91
2016-2017	Asmts for all Zones (0.91% CPI increase)	\$1,295.78	\$457.73	\$658.64	\$750.24	NAP	\$750.24		\$1,586.77	\$1,613.46
2017-2018	Asmts for all Zones (1.89% CPI increase)	\$1,320.27	\$466.38	\$671.09	\$764.42	NAP	\$764.42		\$1,616.76	\$1,643.95
2018-2019	Asmts for all Zones (2.79% CPI increase)	\$1,357.11	\$479.39	\$689.81	\$785.75	NAP	\$785.75		\$1,661.87	\$1,689.82
2018-2019	Prop 18-Majority Vote									
2019-2020	Asmts for all Zones (3.81% CPI increase)	\$1,408.80	\$497.65	\$716.09	\$815.67	NAP	\$815.67		\$1,725.17	\$1,754.19
2019-2020	Prop 18-Majority Vote									
2020-2021	Asmts for all Zones (the applied assessment rates were not increased by CPI)	\$1,408.80	\$497.65	\$716.09	\$815.67	NAP	\$815.67		\$1,725.17	\$1,754.19

Variance from budget due rounding.



**CITY of CALABASAS**

**CITY COUNCIL AGENDA REPORT**

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**DATE: JUNE 2, 2020**

**TO: HONORABLE MAYOR AND COUNCILMEMBERS**

**FROM: RON AHLERS, CHIEF FINANCIAL OFFICER  
MICHAEL MCCONVILLE, MANAGEMENT ANALYST**

**SUBJECT: UPDATE ON CALABASAS OPEN SMALL BUSINESS GRANTS PROGRAM**

**MEETING DATE: JUNE 10, 2020**

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**SUMMARY RECOMMENDATION:**

Recommendation that Council receive a status update on the Calabasas Open Small Business Grants Program, and approve the Program's final procedures, terms, and deadlines.

**BACKGROUND:**

During the May 18, 2020 City Council Budget Workshop meeting, a request was made from the City Council's Budget Liaisons for the consideration of establishing a small business grant program for Calabasas based businesses. The program was conceptualized for local businesses who were closed, or partially closed, as a result of the County's Safer At Home Order.

The general parameters of the program were approved during the May 27, 2020 City Council meeting. Council provided input for program specifics and asked staff to continue the item to the June 10, 2020 meeting for final program approval.

## **DISCUSSION/ANALYSIS:**

The Calabasas Open Small Business Grants Program will provide a one-time emergency grant, up to \$10,000, to eligible Calabasas based small businesses to assist with COVID-19 reopening costs. The current approved appropriation amount is \$500,000 for the first phase of the program, or 50 grants if each small business receives the maximum amount.

The goal of the Program is to remove barriers to accessing capital for the City's small businesses that were required to close, or partially close, as a result of the pandemic. Providing these much needed funds to the City's small businesses allows stores to reopen as soon as possible, while also stimulating the local economy.

### Anticipated Timeframes & Deadlines

**Application Submission: June 12 – June 19**

**Application Review: June 22 – June 26**

**Notice of Grant Award: June 29 – July 2**

**Checks Mailed to Businesses: July 6 - 10**

### Eligibility and Requirements

The Calabasas Open Small Business Grants Program would require a business grantee to:

1. Operate out of a physical (brick and mortar) retail or restaurant storefront, open to the public, within the city limits of Calabasas
2. Be established as a for-profit, small business with at least one, but no more than 100 employees
3. Be closed, or partially closed, under the County of Los Angeles Public Health Department Safer At Home Order
4. Submit an accurate and complete Calabasas Open Small Business Grants Program Application
5. Be in good standing with the City
6. Been in operation in the City of Calabasas for at least one year as of March 1, 2020

**Please Note:** Sales tax and transit occupancy tax generating small businesses will be given priority. Publicly traded companies and corporate owned retail chains or franchises are not eligible.

### Direction to Staff Regarding Miscellaneous Eligibility Terms:

- Businesses who have already paid for physical improvements or spent on advertising before the Program was established
- Counting 1099 contractors or family members as employees
- Applicants with multiple small businesses

### Application Submission & Review Process

The application will be posted on the City's website and will be submitted via electronic submission.

Applications will be reviewed on a first come, first served basis, with first come defined as the date and time received by the City of Calabasas. Applications that have met eligibility and completeness requirements will be passed on to the review panel.

The review panel will consist of two (2) City staff members, as determined by the City Manager, with final approval by the City's Chief Financial Officer. If the application is approved, applicant will receive a notice of grant award. The final award amount will be approved by the review panel and CFO based on the reasonable costs associated with the request.

In the event that an applicant is denied funding, that determination is final and there is no appeals process.

### Grant Funds Uses and Reporting Requirements

Grant funds may be used to cover costs associated with business reopening that fall within the categories below:

1. **Physical improvements:** Equipment, supplies, signage, and remodeling improvements to comply with required safety reopening protocols
2. **Marketing costs:** Advertising and promotional activity to notify the local community that the business has reopened and is ready for customers again

Within 60 days of receiving grant award, the grantee must submit sufficient documentation verifying that reopening expenses were incurred in the manner and for the purposes stated in this application. Appropriate documentation includes receipts, invoices or credit card statements.

The City reserves the right to audit the applicant's books and records for compliance with the terms of the Program Agreement, and to seek to recover funds not used in accord with the terms of the Program Agreement.

**FISCAL IMPACT/SOURCE OF FUNDING:**

On May 27, 2020, City Council approved a \$500,000 allocation from the Woolsey Fire Settlement Fund (67) as the funding source for the Calabasas Open Small Business Grant Program.

**REQUESTED ACTION:**

Approve the final procedures, terms, and deadlines for the Calabasas Open Small Business Grants Program.

**ATTACHMENTS:**

1. DRAFT Calabasas Open Grant Program Application



## GRANT APPLICATION PROCESS AND TERMS

To mitigate the impact of COVID-19 on Calabasas based small businesses and our local economy, the City of Calabasas has committed up to \$500,000 in one-time funds to create the Calabasas Open Small Business Grant Program. This program will provide a one-time emergency grant, up to \$10,000, to eligible Calabasas based small businesses to assist with COVID-19 reopening costs.

Businesses must submit the following to be considered for a Calabasas Open Small Business Grant:

- **Completed Calabasas Open Small Business Grant Program Application**
- **Current W-9 Form**

**THE APPLICATION SUBMISSION PERIOD STARTS FRIDAY, JUNE 12 AT 10:00 AM, AND ENDS FRIDAY, JUNE 19 AT 5:00 PM.**

### Calabasas Open Small Business Grant Program Eligibility Requirements:

The Calabasas Open Small Business Grant Program requires a business grantee to:

1. Operate out of a physical (brick and mortar) retail or restaurant storefront, open to the public, within the city limits of Calabasas
2. Be established as a for-profit, small business with at least one, but no more than 100 employees
3. Be closed, or partially closed, under the County of Los Angeles Public Health Department Safer At Home Order
4. Submit an accurate and complete Calabasas Open Small Business Grant Program Application
5. Be in good standing with the City
6. Been in operation in the City of Calabasas for at least one year as of March 1, 2020

**Please Note:** Sales tax and transit occupancy tax generating small businesses will be given priority. Publicly traded companies and corporate owned retail chains or franchises are not eligible.

### Calabasas Open Small Business Grant Program Terms and Processes Below:

1. Applications will be reviewed for eligibility and completeness. If application is approved, applicant will receive a notice of grant award.
2. Awards will be made on a first come, first served basis, with *first come* defined as the date and time the application is received by the City of Calabasas.
3. Applicants with multiple businesses at one address are not eligible for more than one grant.
4. If awarded, this application becomes a binding contract between the business owner(s) and the City of Calabasas.
5. If denied, the determination is final and there is no appeals process.
6. After application has been verified and approved, grant reimbursements are provided via check to the address provided on Page 2 of this application.
7. Grant funds may be used to cover costs of business reopening, including: equipment, supplies, signage, and remodeling as required by the County of Los Angeles Department of Public Health Safety Reopening Protocols. Program grant funds may also be used for advertising and promotional activities related to business reopening.
8. Within 60 days of receiving grant award, the grantee must submit sufficient documentation verifying that reopening expenses were incurred in the manner and for the purposes stated in this application. Appropriate documentation includes receipts, invoices or credit card statements.
9. The City reserves the right to audit the applicant's books and records for compliance with the terms of this Agreement, and to seek to recover funds not used in accord with the terms of this Agreement.

Please direct any questions related to the Calabasas Open Grant Program to: [CalabasasOpen@CityofCalabasas.com](mailto:CalabasasOpen@CityofCalabasas.com)

Next

# Calabasas Open Small Business Grant Program Application

① Page 1 ② Page 2 ③ Page 3 ④ Page 4 ⑤ Page 5

Current W9 Attachment \*

or drag files here.

Please attach current W9

Name of Business: \*

Name of Business Owner(s): \*

Business Address: \*

Contact Person Name and Title: \*

Contact Person E-mail: \*

Contact Person Phone: \*

Business Type (select one): \*

- Sole Proprietorship       Partnership  
 Limited Partnership       Corporation  
 Limited Liability Entity       Nonprofit Corporation  
 Cooperative Corporation       Other

Provide Corporation number, if applicable:

Provide tax identification number: \*

Please mark what type of assistance you are seeking grant funding for (check all that apply): \*

- Physical Reopening Costs       Advertising or Promotional Costs

Dollar amount of grant request (up to a maximum of \$10,000): \*

If awarded grant, please list the address where the funds should be mailed: \*

# Calabasas Open Small Business Grant Program Application

## ELIGIBILITY VERIFICATION

1. What type of business do you operate? \*

2. Is your business classified as a for-profit business? \*

Yes  No

3. Is your business publicly traded or a corporate owned franchise? \*

Yes  No

4. Does your business employ at least one, but no more, than 100 employees? \*

Yes  No

5. How many employees does your business employ? \*

6. Has your business been required to close, or partially close, in compliance with a COVID-19 County of Los Angeles Health Officer Order? \*

Yes  No

7. Does your business operate out of a physical (brick and mortar) retail or restaurant storefront, open to the public, within the city limits of Calabasas? \*

Yes  No

Please list the address location below: \*

8. Has your business been in operation in the City of Calabasas for at least one year as of March 1, 2020? \*

Yes  No

9. How long has your business been operating in Calabasas? \*

10. Is your business in good standing with the City of Calabasas? \*

Yes  No

Back

Next

# Calabasas Open Small Business Grant Program Application

## DESCRIPTION OF HOW GRANT FUNDS WILL BE USED

By stating in the box below, in addition to providing supporting documents, please describe in detail what the grant funds will be used for; a line item listing is preferable. As a reminder, these grant funds may only be used to assist with business reopening costs related to: (1) complying with required safety protocols and (2) advertising and promotional activities.

### Grant Funds Use Supporting Documents:

or drag files here.

Please attach supporting documents. Multiple files are allowed.

### Grant Funds Use Description Statement: \*

# Calabasas Open Small Business Grant Program Application

## ACKNOWLEDGEMENTS

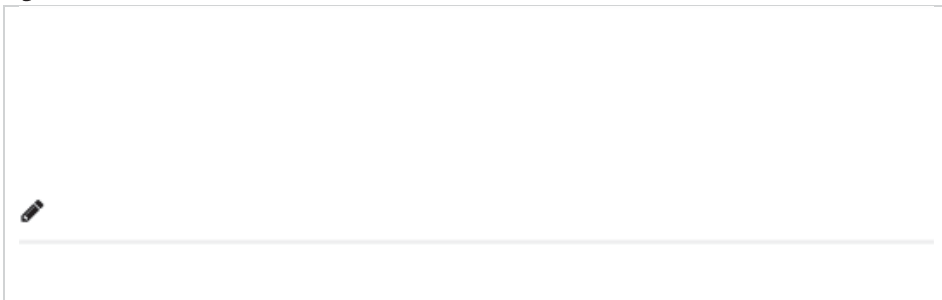
By my signature below, I have read and understand the Calabasas Open Small Business Grant Program Process and Terms. I make the following representations and acknowledge agreement to the following terms and conditions:

- Upon approval, this application becomes a binding contract between the entity named above and the City of Calabasas (Agreement).
- I am the duly authorized representative of the entity named above and can bind the entity to the terms of this Agreement.
- I agree that the entity named above meets all Calabasas Open Small Business Grant Program Eligibility Requirements.
- I agree that I have read and will abide to the Agreement's Process and Terms.
- If funds are accepted by the entity, the funds will be used for the purposes set forth above.
- In no event shall the City's financial responsibility exceed the approved amount, set forth above.
- I bear full responsibility for any and all tax consequences of receiving grant funds including, but not limited to, issuance of a 1099 by the City.
- I understand that all application materials become public records upon submitting an application and may be disclosed in accordance with the California Public Records Act.
- I understand that the grant award amount and business entity name will be disclosed to the public via the City of Calabasas website.
- There is no agency, employment, joint venture or other such relationship created by virtue of award of the grant. The City does not endorse the specific business.
- Applicant shall defend and indemnify the City and its employees from and against any claim, injury, liability, loss, cost and/or expense or damage including all costs and reasonable attorney's fees, arising from or alleged to arise from the funds provided under this program.
- The representations made by applicant in this Application are material terms of the Agreement, as is compliance with the Calabasas Open Small Business Grant Program terms. The City may cancel this Agreement, and seek recovery of any improperly used grant funds, at any time upon discovery that any of the information set forth above is inaccurate, that these terms have been violated, or any provision of the Calabasas Open Small Business Grant Program has been violated.

Signature \*

Date

6/4/2020



Back

Submit



**CITY of CALABASAS**  
**CITY COUNCIL AGENDA REPORT**

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**DATE:** June 9, 2020

**TO:** HONORABLE MAYOR AND COUNCILMEMBERS

**FROM:** RON AHLERS, CHIEF FINANCIAL OFFICER

**SUBJECT:** BUDGET FOR FISCAL YEAR 2020-2021

**MEETING DATE:** June 10, 2020

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**SUMMARY RECOMMENDATION:**

Review and discuss the City's budget for fiscal year (FY) 2020-21.

**BACKGROUND:**

The COVID-19 emergency declarations by the United States of America (USA), State of California (State), Los Angeles County (County) and City of Calabasas (City) have altered certain city revenues and expenditures for the budget FY 2020-21. The impacts are occurring in the General Fund for this report.

The FY 2020-21 original budget was presented to the City Council on May 18, 2020 during the Council workshop. The General Fund budget was shown with an approximate \$3.1 million loss, as depicted below in the second column. The revised budget shows a loss of almost \$500,000. The changes are reflected with an increase in General Fund revenues of \$991,000 and a decrease in expenditures of \$1.66 million. The \$500,000 loss is being funded by the sale of vacant land to Calabasas Auto Spa in the amount of \$1,380,000.

**DISCUSSION/ANALYSIS:**

	FY 2020-21		
	Original Budget	Revised Budget	Variance
Revenues	\$ 21,902,700	\$ 22,893,700	\$ 991,000
Expenditures	\$ 25,050,610	\$ 23,390,302	(\$ 1,660,308)
Net Income/(Loss)	(\$ 3,147,910)	(\$ 496,602)	\$ 2,651,308
General Fund Reserve	\$ 3,147,910	\$ 0	
Land Sale to Calabasas Auto Spa	\$ 0	\$ 496,602	
Revised Net Income	\$ 0	\$ 0	

General Fund Revenues

The City does not currently allocate costs for administrative functions to the various operating funds that are not the General Fund. The General Fund currently pays the entire costs for: City Council, City Manager, Finance, Human Resources, Communications, City Clerk, etc. The City can charge a portion of these costs to a variety of funds according to Federal Guidelines. By using an Indirect Cost Allocation Plan the City can bring in a minimum of \$900,000 in revenue to the General Fund. This number is probably greater than \$1.5 million but the first year estimate is \$900,000 to allow certain funds time to adjust to the new charges (Library Fund, Tennis & Swim Center Fund). The City will contract with a firm to develop the plan and the proper methodology to allocate these costs. The cost estimate for the study is less than \$20,000. This cost allocation plan will also allow the City to allocate and justify potentially additional costs to Federal and State grants.

The City currently pays for retiree medical costs directly from the General Fund operating account. The City has never set-aside funding for its retiree medical liability. The City has the option of establishing an Internal Revenue Code Section 115 Trust (Trust) to pay for these costs. The City would deposit \$2 million (for example) and the Trust would invest the monies in stocks, bonds, etc. to generate earnings sufficient to pay the annual costs, currently \$91,000. For example, \$2 million at a 5% return is \$100,000. The current actuarial unfunded liability of the retiree medical program is about \$1.9 million. The next actuarial will be finished by October and the number will be closer to \$3 million (maybe higher?). Staff is tentatively recommending the City fund this liability at 125% or greater in order to generate sufficient earnings to pay for the future growth in the annual expense of

retiree medical costs. Finance staff will present these options to the City Council for consideration at a future date.

#### General Fund Expenses

Suspend Vacation/Sick Leave cash-out for one year is estimated to save about \$150,000. This program is for City employees who have significant hours on the books and have not had the opportunity to use vacation leave. The cash out is in addition to the employee's salary and is real "cash" that leaves the City. By suspending this program the City will save the cash; however, the employees will need to use the accrued vacation leave otherwise the employees will stop earning vacation hours once they reach the maximum.

Currently, City part-time staff pay into social security (FICA). The employee pays 6.2% of their wages and the City pays 6.2% of the employees' wages, combined 12.4%. By replacing social security with an approved replacement plan, the combined contribution decreases to 7.5%. The City can structure the plan to have the 7.5% be paid by the employee with 0% by the City. The main difference is social security is "after-tax" and the replacement plan is "before-tax". The 7.5% before tax contribution results in more cash in the employee's net earnings. The entire 7.5% is invested in and provides a return to the employee in a tax-deferred account (similar to a 401k but not a 401k). Upon leaving employment with the City, the employee can take the money in cash (and pay taxes) or transfer the money into an Individual Retirement Account (IRA). If Council approves, staff can provide a follow-up report at the June 24 Council meeting to implement this program.

The annual contribution to the Agoura Hills Calabasas Community Center (AHCCC) is currently \$50,000. AHCCC is currently closed until January 1, 2021. AHCCC is requesting additional funding in order to pay for the very minimal staffing and to develop a plan for re-opening. AHCCC is working on a cost estimate for the remainder of this calendar year and for re-opening. Staff is requesting direction from City Council on this annual contribution and the possibility of a one-time contribution to sustain AHCCC.

#### General Fund Expenses ~ Administrative

There is currently one vacant full-time Facilities Maintenance Technician that is brand-new this year. No City employee has ever held this position. It was added prior to the COVID19 experience. Staff is proposing to eliminate this position and save \$73,904. Current full-time equivalent staffing for Administrative Services is 5.24.



	General Fund	Other Funds	Total
Administrative Services Manager	0.85	0.15	1.00
Facility Maintenance Technician	1.52	0.48	2.00
Facility Maintenance Technician II	0.52	0.48	1.00
Human Resources Specialist	1.00	0.00	1.00
Maintenance Assistant	0.24	0.00	0.24
	4.13	1.11	5.24

Eliminating this one position reduces the count to 4.24 and saves \$73,904.

The City Council requested additional funding to deal with the COVID19 response. \$50,000 is proposed for personal protective equipment (PPE), additional cleaning and supplies along with barriers and shields to protect the public and staff.

General Fund Expenses ~ City Attorney

The City contracts the City Attorney duties and responsibilities to a law firm. Upon consultation with Scott Howard, City Attorney, staff has reduced the budget from \$350,000 to \$300,000 for next year. This is an average monthly charge of \$25,000 which should be sufficient to cover the expenses. If an extraordinary event(s) occurs next year, staff can request additional funding for consideration by City Council.

General Fund Expenses ~ City Clerk

Staff is proposing to eliminate the Office Assistant position. This position performs the duty of being the City receptionist. Other City staff will perform the duties. The main City phone line will be directed to another staff person. The seat will remain vacant and all citizens/visitors to City Hall will be directed to the Community Development counter where they will be greeted. Current full-time equivalent staffing for City Clerk is 3.00

	General Fund	Other Funds	Total
Assistant to the City Clerk	1.00	0.00	1.00
City Clerk	1.00	0.00	1.00
Office Assistant	1.00	0.00	1.00
	3.00	0.00	3.00

Eliminating this one position reduces the count to 2.00 and saves \$69,710.

Certain operating accounts were reduced in the City Clerk's budget. Elections were reduced from \$135,000 down to \$100,000 as this is an updated estimate from Los Angeles County for the November election given only the Council election and no

additional City measures. Advertising and Training were also reduced by \$2,000 and \$2,000 respectively.

General Fund Expenses ~ Community Development

Staff is proposing to eliminate one vacant part-time Planning Aide and one vacant full-time Executive Assistant I. Current full-time equivalent staffing for Community Development is 16.23.

	General Fund	Other Funds	Total
Assistant Planner	1.00	0.00	1.00
Associate Planner	2.00	0.00	2.00
Building Assistant	0.82	0.00	0.82
Building Inspector	2.00	0.00	2.00
Building Official	1.00	0.00	1.00
City Planner	1.00	0.00	1.00
Code Enforcement Officer	1.00	0.00	1.00
Community Development Director	1.00	0.00	1.00
Executive Assistant I	1.00	0.00	1.00
Executive Assistant II	1.00	0.00	1.00
Permit Center Supervisor	1.00	0.00	1.00
Planning Aide	0.41	0.00	0.41
Senior Building Inspector	1.00	0.00	1.00
Senior Planner	2.00	0.00	2.00
	16.23	0.00	16.23

Eliminating this one position reduces the count to 14.82 and saves \$107,348.

General Fund Expenses ~ Community Services

Staff is proposing to eliminate one vacant full-time Recreation Manager. Current full-time equivalent staffing for Community Services is 62.93.

	General Fund	Other Funds	Total
Assistant Aquatics Coordinator	0.00	1.23	1.23
Child Watch	0.00	1.23	1.23
Community Services Director	0.75	0.25	1.00
Deputy Community Services Director	0.70	0.30	1.00
Events Specialist	0.41	0.00	0.41
Executive Assistant I	2.00	0.65	2.65
Facility Maintenance Technician	1.82	0.41	2.23
Facility Supervisor	2.00	0.00	2.00
Fitness Instructor II	0.00	11.48	11.48
Fitness Instructor III	0.00	1.23	1.23
Fitness Staff	0.00	1.23	1.23
Head Lifeguard	0.00	2.05	2.05
Lifeguard	0.00	11.89	11.89
Maintenance Assistant	3.05	0.00	3.05
Preschool Supervisor	1.00	0.00	1.00
Preschool Teacher	4.00	0.00	4.00
Recreation Coordinator	2.41	1.00	3.41
Recreation Manager	0.00	1.00	1.00
Recreation Leader I	3.28	0.00	3.28
Recreation Leader II	2.87	0.00	2.87
Recreation Specialist	2.87	0.00	2.87
Recreation Supervisor	0.00	1.00	1.00
Swim Coach	0.00	0.41	0.41
Water Safety Instructor	0.00	2.87	2.87
	27.16	35.77	62.93

Eliminating this one position reduces the count to 61.93 and saves \$148,072.

The Pumpkin Festival has been cancelled this year; therefore this results in an expense reduction of \$135,000 with a revenue reduction of \$85,000. De Anza Special Dept. Supplies because of the COVID19 shutdown is a reduction of \$25,000. The July 4<sup>th</sup> event is also cancelled for this year with expenses reduced by \$81,000 and less revenue by \$28,500. The \$25,000 for July 4<sup>th</sup> is for the 2021 event since the City will make down payments on the fireworks and other expenses. The Calabasas Music Festival is reduced by \$35,000 with \$10,000 remaining for the beginning of summer 2021. The addition of \$50,000 is for new special events to replace July 4<sup>th</sup> and Pumpkin Festival after the City is fully open.

General Fund Expenses ~ Finance

Staff is proposing to eliminate one Accounting Supervisor position due to the anticipated retirement of the incumbent by the end of December 2020. Current full-time equivalent staffing for Finance is 8.00.

	General Fund	Other Funds	Total
Accounting Specialist	3.00	0.00	3.00
Accounting Supervisor	1.00	0.00	1.00
Chief Financial Officer	1.00	0.00	1.00
Executive Assistant I	1.00	0.00	1.00
Grant/Contract Administrator	1.00	0.00	1.00
Senior Accounting Specialist	1.00	0.00	1.00
	8.00	0.00	8.00

Eliminating one Accounting Supervisor reduces the count to 7.00 and saves \$71,507.

General Fund Expenses ~ Media / I.T. (information Technology)

Staff is proposing to eliminate three part-time positions: Senior Media Specialist, Public Information Officer and Executive Assistant I. Current full-time equivalent staffing for Media/I.T. is 9.86.

	General Fund	Other Funds	Total
Executive Assistant I	1.41	0.00	1.41
Information Systems Assistant	1.40	0.00	1.40
Information Systems Manager	1.00	0.00	1.00
Intern	0.41	0.00	0.41
Media Production Specialist	0.82	0.00	0.82
Media Supervisor	1.00	0.00	1.00
Communications Director	1.00	0.00	1.00
Public Information Officer	0.41	0.00	0.41
Senior Media Specialist	2.41	0.00	2.41
	9.86	0.00	9.86

Eliminating the three positions reduces the count to 8.63 and saves \$76,800.

General Fund Expenses ~ Public Works

Staff proposes to shift funding from the General Fund to other funds for the Public Works Department. This funding allocation change is where several staff positions actually perform their duties and assignments. The streets and road funds include: Gas Tax Fund and the Road Maintenance and Rehabilitation Fund (SB1 or RMRA).

The transit funds are: Proposition A, Proposition C, Measure R and Measure M. The transit funds receive revenue from the voter approved additional 2.0% sales tax in Los Angeles County. The table below reflects the funding changes along with a few minor changes to contractual services.

Item	Original Budget	Revised Budget	Variance Pos./ <b>(Neg.)</b>
Gas Tax / Prop A/C / Measure R/M pay for Public Works Director	\$ 305,442	\$ 274,898	\$ 30,544
Gas Tax / Prop A/C / Measure R/M pay for Deputy Public Works Director	\$ 203,864	\$ 142,705	\$ 61,159
AB 939 pay for Environmental Services Supervisor	\$ 170,322	\$ 85,161	\$ 85,161
Gas Tax / Prop A/C / Measure R/M pay for Senior Civil Engineer	\$ 155,585	\$ 93,351	\$ 62,234
Gas Tax / Prop A/C / Measure R/M pay for Associate Civil Engineer	\$ 119,848	\$ 59,924	\$ 59,924
Prop A/C / Measure R/M pay for Assistant Transportation Planner	\$ 96,012	\$ 48,006	\$ 48,006
Gas Tax / SB 1 RMRA pay for Executive Assistant II	\$ 106,345	\$ 74,441	\$ 31,904
Gas Tax / SB 1 RMRA pay for Senior Public Works Inspector	\$ 142,363	\$ 99,654	\$ 42,709
Gas Tax / SB 1 RMRA pay for Public Works Maintenance Technician	\$ 68,781	\$ 68,781	\$ 0
Gas Tax / SB 1 RMRA pay for Public Works Maintenance Technician	\$ 66,256	\$ 59,630	\$ 6,626
Admin & Engineering Contractual	\$ 180,000	\$ 150,000	\$ 30,000
Street Main Serv Contractual Services	\$ 15,000	\$ 10,000	\$ 5,000
Water Quality Enhancement Contractual	\$ 65,000	\$ 35,000	\$ 30,000
Transportation Eng Contractual	\$ 2,800	\$ 5,000	<b>(\$ 2,200)</b>
TOTAL			\$ 491,067

There are no position reductions for the Public Works Department. The Public Works staffing is as follows:

	General Fund	Other Funds	Total
Assistant Transportation Planner	1.41	0.00	1.41
Associate Civil Engineer	1.00	0.00	1.00
Deputy Public Works Director	1.00	0.00	1.00
Engineering Assistant	0.41	0.00	0.41
Environmental Services Supervisor	1.00	0.00	1.00
Executive Assistant I	0.00	0.41	0.41
Executive Assistant II	1.00	0.00	1.00
Intern	0.41	0.00	0.41
Landscape District Maintenance Manager	0.00	1.00	1.00
Landscape Maintenance Inspector	0.00	0.41	0.41
Public Works Director/City Engineer	1.00	0.00	1.00
Public Works Maintenance Technician	2.00	0.00	2.00
Senior Civil Engineer	1.00	0.00	1.00
Senior Public Works Inspector	1.00	0.00	1.00
	11.23	1.82	13.05

General Fund Expenses ~ Training & Miscellaneous

Staff is proposing to reduce a variety of training and miscellaneous accounts by about 50% that spans various General Fund departments. A few highlights are noted:

- Eliminate the tuition reimbursement program for one year, savings of \$15,000. The City reimburses staff for tuition costs when they are pursuing higher education.
- Reduction in kitchen supplies: paper towels, tea, coffee, etc. Savings of \$11,000
- Increase in Humanitarian Aid back to original amount of \$25,000 to go towards the Neighbors in Need program.
- Eliminate the Art Rental program whereby the City rents art pieces and displays them at the Civic Center. Savings of \$9,000.
- Eliminate the Open Space purchase of \$20,000. If an available property is up for sale City staff will return to Council for an appropriation.

Item	Original Budget	Revised Budget	Variance Pos./ <b>(Neg.)</b>
Business Meeting & Conference : City Clerk	\$ 500	\$ 250	\$ 250
Business Meeting & Conference : Admin Services	\$ 800	\$ 400	\$ 400
Tuition Reimbursement : Administrative Services	\$ 15,000	\$ 0	\$ 15,000
Training : Administrative Services	\$ 1,500	\$ 750	\$ 750
Kitchen Supplies : Non-Departmental	\$ 22,000	\$ 11,000	\$ 11,000
Humanitarian Aid : Non-Departmental	\$ 10,000	\$ 25,000	<b>(\$ 15,000)</b>
Art Rental : Non-Departmental	\$ 9,000	\$ 0	\$ 9,000
Open Space : Non-Departmental	\$ 20,000	\$ 0	\$ 20,000
Business Meeting & Conference : Finance	\$ 800	\$ 400	\$ 400
Training : Financial Management	\$ 800	\$ 400	\$ 400
Business Meeting & Conference : Payroll	\$ 2,000	\$ 1,000	\$ 1,000
Training : Payroll & Revenue	\$ 800	\$ 400	\$ 400
Business Meeting & Conference : Public Inform	\$ 7,000	\$ 3,500	\$ 3,500
Training : Public Information	\$ 500	\$ 250	\$ 250
Business Meeting & Conference : Inform Tech	\$ 2,500	\$ 1,250	\$ 1,250
Training : Information Technology	\$ 7,200	\$ 3,600	\$ 3,600
Business Meeting & Conference : Telecom Reg.	\$ 200	\$ 100	\$ 100
Business Meeting & Conference : Planning	\$ 1,000	\$ 500	\$ 500
Training : Planning Projects & Studies	\$ 100	\$ 50	\$ 50
Training : Building Inspection	\$ 500	\$ 250	\$ 250
Training : Code Enforcement	\$ 200	\$ 100	\$ 100
Training : De Anza Park/Recreation Program	\$ 600	\$ 300	\$ 300
TOTAL			\$ 53,500

#### General Fund Expenses ~ School Funding

Staff is proposing only one reduction with regards to school funding: reducing by 50% the School Grants program from \$250,000 down to \$125,000. All other funding that supports schools remains. The list below describes the various City expenses in support of schools from the General Fund. Please note there is only one reduction of \$125,000 for School Grants.

Item	Original Budget	Revised Budget	Variance Pos./ <b>(Neg.)</b>
School Grants	\$ 250,000	\$ 125,000	\$ 125,000
Fixed Shuttle	\$ 129,100	\$ 129,100	\$ 0
Crossing Guard Program	\$ 95,000	\$ 95,000	\$ 0
School Facility Maintenance	\$ 65,000	\$ 65,000	\$ 0
Joint Use Agreement - A.E. Wright & A.C. Stelle	\$ 85,000	\$ 85,000	\$ 0
Before and After School Aides	\$ 12,000	\$ 12,000	\$ 0
School Programs	\$ 5,800	\$ 5,800	\$ 0
Every 15 Minutes	\$ 5,000	\$ 5,000	\$ 0
Walk-To-School Program	\$ 1,500	\$ 1,500	\$ 0
Bus Pass Processing	\$ 500	\$ 500	\$ 0
Flu Clinic Services	\$ 400	\$ 400	\$ 0
TOTAL			\$ 125,000

#### General Fund Expenses ~ City Council

There are proposed reductions in funding for City Council expenses of \$4,000 in total. The reduction is a 10% cut in special department supplies, special events and the Mayor's Youth Council.

Item	Original Budget	Revised Budget	Variance Pos./ <b>(Neg.)</b>
Special Dept. Supplies : Legislation & Policy	\$ 5,000	\$ 4,500	\$ 500
Special Dept Sup- J Bozajian	\$ 5,000	\$ 4,500	\$ 500
Special Dept Sup- MS Maurer	\$ 5,000	\$ 4,500	\$ 500
Special Dept Sup- F Gaines	\$ 5,000	\$ 4,500	\$ 500
Special Dept Sup- D Shapiro	\$ 5,000	\$ 4,500	\$ 500
Special Dept Sup- A Weintraub	\$ 5,000	\$ 4,500	\$ 500
Special Events : Legislation & Policy	\$ 5,000	\$ 4,500	\$ 500
Mayor's Youth Council	\$ 5,000	\$ 4,500	\$ 500
TOTAL			\$ 4,000



The staffing for the City Council is the five City Council members.

	General Fund	Other Funds	Total
City Council Members	5.00	0.00	5.00
	5.00	0.00	5.00

General Fund Expenses ~ City Manager

There are no proposed reductions in funding for the City Manager department. The staffing remains the same as this current fiscal year

	General Fund	Other Funds	Total
City Manager	1.00	0.00	1.00
Executive Assistant I	1.00	0.00	1.00
Management Analyst	1.00	0.00	1.00
	3.00	0.00	3.00

**FISCAL IMPACT/SOURCE OF FUNDING:**

The FY 2020-21 budget as presented.

**REQUESTED ACTION:**

Review and discuss budget for FY 2020-21.

**ATTACHMENTS:**



# FY 2020 – 21 BUDGET

*City Council Meeting  
June 10, 2020*

# GENERAL FUND SUMMARY

## GENERAL FUND

**FY 2020-21**

	Original Budget	Revised Budget	Variance
Revenues	\$ 21,902,700	\$ 22,893,700	\$ 991,000
Expenditures	\$ 25,050,610	\$ 23,390,302	\$ 1,660,308
Net Income / (Loss)	<b>(\$ 3,147,910)</b>	<b>(\$ 496,602)</b>	\$ 2,651,308
General Fund Reserve	\$ 3,147,910	\$ 0	
Calabasas Auto Spa Sale		\$ 496,602	
Revised Net Income	\$ 0	\$ 0	

FY 2020-21

# General Fund Revenues

Item	Original Budget	REVISED BUDGET	Variance Pos. / (Neg.)
Indirect Cost Allocation Plan (potentially > \$1.5 million)	\$ 0	\$ 900,000	\$ 900,000
Irrevocable IRC 115 Trust for Retiree Medical Costs	\$ 0	\$ 91,000	\$ 91,000
<b>TOTAL</b>			<b>\$ 991,000</b>

FY 2020-21

# General Fund Expenses

Item	Original Budget	REVISED BUDGET	Variance Pos. / (Neg.)
Suspend Vacation/Sick Cash Out for one year	\$ 150,000	\$ 0	\$ 150,000
Part-Time staff ~ Replace Social Security with retirement plan <i>(Tennis/Swim saves \$30,000)</i>	\$ 47,000	\$ 0	\$ 47,000
Annual Contribution to Agoura Hills Calabasas Community Center	\$ 50,000	\$ 50,000	\$ 0
<b>TOTAL</b>			<b>\$ 197,000</b>

FY 2020-21

# General Fund Expenses Administrative

Item	Original Budget	Revised Budget	Variance Pos./ <b>(Neg.)</b>
Vacant Full-Time Facilities Maint Tech	\$ 73,904	\$ 0	\$ 73,904
COVID19 Response: PPE, Cleaning, Shields, etc	\$ 0	\$ 50,000	<b>(\$ 50,000)</b>
<b>Total</b>			<b>\$ 23,904</b>

FY 2020-21

# General Fund Expenses City Attorney

Item	Original Budget	REVISED BUDGET	Variance Pos. / (Neg.)
City Attorney Contract	\$ 350,000	\$ 300,000	\$ 50,000
<b>TOTAL</b>			<b>\$ 50,000</b>

FY 2020-21

# General Fund Expenses

## City Clerk

Item	Original Budget	REVISED BUDGET	Variance Pos. / (Neg.)
Filled Full-Time Office Assistant (receptionist)	\$ 69,710	\$ 0	\$ 69,710
Elections	\$ 135,000	\$ 100,000	\$ 35,000
Advertising	\$ 4,300	\$2,300	\$ 2,000
Training	\$ 3,000	\$ 1,000	\$ 2,000
<b>TOTAL</b>			<b>\$ 108,710</b>



FY 2020-21

# General Fund Expenses Community Development

Item	Original Budget	Revised Budget	Variance Pos./ <b>(Neg.)</b>
Vacant Part-Time Planning Aide	\$ 15,000	\$ 0	\$ 15,000
Vacant Full-Time Executive Assistant I	\$ 92,348	\$ 0	\$ 92,348
<b>Total</b>			<b>\$ 107,348</b>

FY 2020-21

# General Fund Expenses

## Community Services

Item	Original Budget	Revised Budget	Variance Pos./ <b>(Neg.)</b>
Vacant Full-Time Recreation Manager	\$ 148,072	\$ 0	\$ 148,072
Pumpkin Festival	\$ 135,000	\$ 0	\$ 135,000
Pumpkin Festival Revenue	<b>(\$ 85,000)</b>	\$ 0	<b>(\$ 85,000)</b>
De Anza Special Dept Supplies	\$ 55,000	\$ 30,000	\$ 25,000
July 4th	\$ 106,000	\$ 25,000	\$ 81,000
July 4th Revenue	<b>(\$ 28,500)</b>	\$ 0	<b>(\$ 28,500)</b>
Calabasas Musical Program	\$ 45,000	\$ 10,000	\$ 35,000
Special Events NEW	\$ 0	\$ 50,000	<b>(\$ 50,000)</b>
<b>TOTAL</b>			<b>\$ 260,572</b>

# General Fund Expenses Finance

Item	Original Budget	REVISED BUDGET	Variance Pos. / (Neg.)
Filled Full-Time Accounting Supervisor (anticipate retirement Dec 2020)	\$ 143,015	\$ 71,508	\$ 71,507
<b>TOTAL</b>			<b>\$ 71,507</b>

FY 2020-21

# General Fund Expenses

## Media / I.T.

Item	Original Budget	Revised Budget	Variance Pos./ <b>(Neg.)</b>
Filled hourly Senior Media Specialist	\$ 34,000	\$ 0	\$ 34,000
Filled hourly Public Information Officer	\$ 31,300	\$ 0	\$ 31,300
Filled hourly Executive Assistant I	\$ 11,500	\$ 0	\$ 11,500
Public Information Dues and Memberships	\$ 2,200	\$ 1,200	\$ 1,000
Public Information Rent Equipment	\$ 6,000	\$ 1,500	\$ 4,500
Public Information Film Permit Services	\$ 25,400	\$ 0	\$ 25,400
Public Information Capital Outlay	\$ 70,000	\$ 35,000	\$ 35,000
Telecom Regulation Contractual	\$ 60,000	\$ 35,000	\$ 25,000
<b>Total</b>			<b>\$ 167,700</b>

# General Fund Expenses

## Public Works

Item	Original Budget	Revised Budget	Variance Pos./ <b>(Neg.)</b>
Gas Tax / Prop A/C / Measure R/M pay for Robert Yalda	\$ 305,442	\$ 274,898	\$ 30,544
Gas Tax / Prop A/C / Measure R/M pay for Ben Chan	\$ 203,864	\$ 142,705	\$ 61,159
AB 939 pay for Alex Farassati	\$ 170,322	\$ 85,161	\$ 85,161
Gas Tax / Prop A/C / Measure R/M pay for Tatiana Holden	\$ 155,585	\$ 93,351	\$ 62,234
Gas Tax / Prop A/C / Measure R/M pay for Alba Lemus	\$ 119,848	\$ 59,924	\$ 59,924
Prop A/C / Measure R/M pay for Hali Aziz Goktapeh	\$ 96,012	\$ 48,006	\$ 48,006

FY 2020-21

# General Fund Expenses

## Public Works

Item	Original Budget	Revised Budget	Variance Pos./ <i>(Neg.)</i>
Gas Tax / SB 1 RMRA pay for Anna Ford	\$ 106,345	\$ 74,441	\$ 31,904
Gas Tax / SB 1 RMRA pay for Luis Hernandez	\$ 142,363	\$ 99,654	\$ 42,709
Gas Tax / SB 1 RMRA pay for Kevin Estrada	\$ 68,781	\$ 68,781	\$ 0
Gas Tax / SB 1 RMRA pay for Francisco Barbosa	\$ 66,256	\$ 59,630	\$ 6,626
Admin & Engineering Contractual	\$ 180,000	\$ 150,000	\$ 30,000
Street Main Serv Contractual Services	\$ 15,000	\$ 10,000	\$ 5,000
Water Quality Enhancement Contractual	\$ 65,000	\$ 35,000	\$ 30,000
Transportation Eng Contractual	\$ 2,800	\$ 5,000	<i>(\$ 2,200)</i>
<b>TOTAL</b>			<b>\$ 491,067</b>

# General Fund Expenses

## Training & Misc.

Item	Original Budget	Revised Budget	Variance Pos./ <b>(Neg.)</b>
Business Meeting & Conference : City Clerk	\$ 500	\$ 250	\$ 250
Business Meeting & Conference : Administrative Services	\$ 800	\$ 400	\$ 400
Tuition Reimbursement : Administrative Services	\$ 15,000	\$ 0	\$ 15,000
Training : Administrative Services	\$ 1,500	\$ 750	\$ 750
Kitchen Supplies : Non-Departmental	\$ 22,000	\$ 11,000	\$ 11,000
Humanitarian Aid : Non-Departmental	\$ 10,000	\$ 25,000	<b>(\$ 15,000)</b>
Art Rental : Non-Departmental	\$ 9,000	\$ 0	\$ 9,000
Open Space : Non-Departmental	\$ 20,000	\$ 0	\$ 20,000
Business Meeting & Conference : Financial Management	\$ 800	\$ 400	\$ 400

# General Fund Expenses

## Training & Misc.

Item	Original Budget	Revised Budget	Variance Pos./ <b>(Neg.)</b>
Training : Financial Management	\$ 800	\$ 400	\$ 400
Business Meeting & Conference : Payroll & Revenue	\$ 2,000	\$ 1,000	\$ 1,000
Training : Payroll & Revenue	\$ 800	\$ 400	\$ 400
Business Meeting & Conference : Public Information	\$ 7,000	\$ 3,500	\$ 3,500
Training : Public Information	\$ 500	\$ 250	\$ 250
Business Meeting & Conference : Information Technology	\$ 2,500	\$ 1,250	\$ 1,250
Training : Information Technology	\$ 7,200	\$ 3,600	\$ 3,600
Business Meeting & Conference : Telecom Regulation	\$ 200	\$ 100	\$ 100



# General Fund Expenses

## Training & Misc.

Item	Original Budget	Revised Budget	Variance Pos./ <b>(Neg.)</b>
Business Meeting & Conference : Planning Projects & Studies	\$ 1,000	\$ 500	\$ 500
Training : Planning Projects & Studies	\$ 100	\$ 50	\$ 50
Training : Building Inspection	\$ 500	\$ 250	\$ 250
Training : Code Enforcement	\$ 200	\$ 100	\$ 100
Training : De Anza Park/Recreation Program	\$ 600	\$ 300	\$ 300
<b>TOTAL</b>			<b>\$ 53,500</b>

FY 2020-21

# General Fund Expenses Schools

Item	Original Budget	Revised Budget	Variance Pos./ <b>(Neg.)</b>
School Grants	\$ 250,000	\$ 125,000	\$ 125,000
Fixed Shuttle	\$ 129,100	\$ 129,100	\$ 0
Crossing Guard Program	\$ 95,000	\$ 95,000	\$ 0
School Facility Maintenance	\$ 65,000	\$ 65,000	\$ 0
Joint Use Agreement - A.E. Wright & A.C. Stelle	\$ 85,000	\$ 85,000	\$ 0
Before and After School Aides	\$ 12,000	\$ 12,000	\$ 0
School Programs	\$ 5,800	\$ 5,800	\$ 0
Every 15 Minutes	\$ 5,000	\$ 5,000	\$ 0
Walk-To-School Program	\$ 1,500	\$ 1,500	\$ 0
Bus Pass Processing	\$ 500	\$ 500	\$ 0
Flu Clinic Services	\$ 400	\$ 400	\$ 0
<b>TOTAL</b>			<b>\$ 125,000</b>

FY 2020-21

# General Fund Expenses

## City Council

Item	Original Budget	Revised Budget	Variance Pos./ <b>(Neg.)</b>
Special Dept. Supplies : Legislation & Policy	\$ 5,000	\$ 4,500	\$ 500
Special Dept Sup- J Bozajian	\$ 5,000	\$ 4,500	\$ 500
Special Dept Sup- MS Maurer	\$ 5,000	\$ 4,500	\$ 500
Special Dept Sup- F Gaines	\$ 5,000	\$ 4,500	\$ 500
Special Dept Sup- D Shapiro	\$ 5,000	\$ 4,500	\$ 500
Special Dept Sup- A Weintraub	\$ 5,000	\$ 4,500	\$ 500
Special Events : Legislation & Policy	\$ 5,000	\$ 4,500	\$ 500
Mayor's Youth Council	\$ 5,000	\$ 4,500	\$ 500
<b>TOTAL</b>			<b>\$ 4,000</b>

# GENERAL FUND SUMMARY

## GENERAL FUND

	FY 2020-21		
	Original Budget	Revised Budget	Variance
Revenues	\$ 21,902,700	\$ 22,893,700	\$ 991,000
Expenditures	\$ 25,050,610	\$ 23,390,302	\$ 1,660,308
Net Income / (Loss)	<b>(\$ 3,147,910)</b>	<b>(\$ 496,602)</b>	\$ 2,651,308
General Fund Reserve	\$ 3,147,910	\$ 0	
Calabasas Auto Spa Sale		\$ 496,602	
Revised Net Income	\$ 0	\$ 0	



# Check Register Report

Bank: BANK OF AMERICA - OPERATING  
 Reporting Period: 05/19/2020 to 06/01/2020

Date: 6/2/2020  
 Time: 10:46:02AM  
 Page 1 of 10

Check No.	Check Date	Vendor Name	Check Description	Amount	Department
<b>Administrative Services</b>					
108500	5/19/2020	US BANK	VISA- COGNITO	32.00	Administrative Services
<b>Total Amount for 1 Line Item(s) from Administrative Services</b>				<b>\$32.00</b>	
<b>City Attorney</b>					
108520	5/21/2020	THOMPSON COE	LEGAL SERVICES	6,302.00	City Attorney
108511	5/21/2020	HOPKINS & CARLEY	LEGAL SERVICES	420.00	City Attorney
<b>Total Amount for 2 Line Item(s) from City Attorney</b>				<b>\$6,722.00</b>	
<b>City Clerk</b>					
108521	5/21/2020	VALLEY NEWS GROUP	LEGAL ADVERTISING	45.00	City Clerk
108570	6/1/2020	VALLEY NEWS GROUP	LEGAL ADVERTISING	45.00	City Clerk
108570	6/1/2020	VALLEY NEWS GROUP	LEGAL ADVERTISING	45.00	City Clerk
108500	5/19/2020	US BANK	VISA- APPLE.COM	6.99	City Clerk
<b>Total Amount for 4 Line Item(s) from City Clerk</b>				<b>\$141.99</b>	
<b>City Council</b>					
108518	5/21/2020	ROTARY CLUB OF CALABASAS	DONATION- COVID-19 SUPPORT	1,025.00	City Council
108513	5/21/2020	LEE/ALEXANDRA//	CITY OF CALABASAS SCHOLARSHIP	250.00	City Council
108506	5/21/2020	ECHOLS/BELLA//	CITY OF CALABASAS SCHOLARSHIP	250.00	City Council
108507	5/21/2020	ESMAILIZADEH/NURA//	CITY OF CALABASAS SCHOLARSHIP	250.00	City Council
108532	6/1/2020	CALABASAS HIGH SCHOOL	DONATION	200.00	City Council
108569	6/1/2020	UNLIKELY HEROES	DONATION	200.00	City Council
108500	5/19/2020	US BANK	VISA- CALABASAS SELF STORAGE	199.00	City Council
108567	6/1/2020	TEMPLE OR AMI	DONATION	180.00	City Council
108555	6/1/2020	LEONIS ADOBE MUSEUM	DONATION	100.00	City Council
108562	6/1/2020	ROTARY CLUB OF CALABASAS	DONATION	100.00	City Council
108537	6/1/2020	CHIDLREN'S HOSPITAL	DONATION	100.00	City Council
108536	6/1/2020	CENTER FOR YOUTH PATRIOTISM	DONATION	100.00	City Council
108549	6/1/2020	JACQUELINE & ALBERT "BUD"	DONATION	100.00	City Council
108547	6/1/2020	FRIENDSHIP CIRCLE	DONATION	100.00	City Council



# Check Register Report

Bank: BANK OF AMERICA - OPERATING  
 Reporting Period: 05/19/2020 to 06/01/2020

Date: 6/2/2020  
 Time: 10:46:03AM  
 Page 2 of 10

Check No.	Check Date	Vendor Name	Check Description	Amount	Department
<b>Total Amount for 14 Line Item(s) from City Council</b>				<b>\$3,154.00</b>	
<b><u>Civic Center O&amp;M</u></b>					
108519	5/21/2020	SOUTHERN CALIFORNIA GAS CO	GAS SERVICE	598.12	Civic Center O&M
108519	5/21/2020	SOUTHERN CALIFORNIA GAS CO	GAS SERVICE	483.59	Civic Center O&M
108500	5/19/2020	US BANK	VISA- ROADSIDE LUMBER/AMTC	347.39	Civic Center O&M
108500	5/19/2020	US BANK	VISA- ROADSIDE LUMBER/AMTC	344.14	Civic Center O&M
108500	5/19/2020	US BANK	VISA- DRAIN ROOTER	194.50	Civic Center O&M
108563	6/1/2020	SECURAL SECURITY CORP	PATROL CAR SERVICES- CIVIC CTR	188.57	Civic Center O&M
108563	6/1/2020	SECURAL SECURITY CORP	PATROL CAR SERVICES- CIVIC CTR	188.57	Civic Center O&M
108500	5/19/2020	US BANK	VISA- RESEDA JANITORIAL	132.96	Civic Center O&M
108500	5/19/2020	US BANK	VISA- HOME DEPOT	86.33	Civic Center O&M
108500	5/19/2020	US BANK	VISA- SUPER BRIGHT/SUPPLY SOL	58.54	Civic Center O&M
108500	5/19/2020	US BANK	VISA- WALMART	37.62	Civic Center O&M
108500	5/19/2020	US BANK	VISA- HOME DEPOT	36.07	Civic Center O&M
108500	5/19/2020	US BANK	VISA- WALMART	21.39	Civic Center O&M
108500	5/19/2020	US BANK	VISA- LESLIE'S POOL SUPPLY	18.42	Civic Center O&M
<b>Total Amount for 14 Line Item(s) from Civic Center O&amp;M</b>				<b>\$2,736.21</b>	
<b><u>Community Development</u></b>					
108515	5/21/2020	M6 CONSULTING, INC.	PLAN CHECK SERVICES	24,508.14	Community Development
108556	6/1/2020	M6 CONSULTING, INC.	PLAN CHECK SERVICES	13,723.37	Community Development
108551	6/1/2020	KAREN WARNER ASSOCIATES	HOUSING CONSULTING SVCS	2,730.00	Community Development
108530	6/1/2020	BARRY KAY ENTERPRISES, INC.	STAFF T-SHIRTS	850.27	Community Development
108512	5/21/2020	J THAYER COMPANY, INC.	OFFICE SUPPLIES	809.51	Community Development
108544	6/1/2020	DUDEK & ASSOCIATES INC	EIR CONSULTING	660.00	Community Development
108544	6/1/2020	DUDEK & ASSOCIATES INC	EIR CONSULTING	600.00	Community Development
108544	6/1/2020	DUDEK & ASSOCIATES INC	EIR CONSULTING	510.00	Community Development
108544	6/1/2020	DUDEK & ASSOCIATES INC	EIR CONSULTING	300.00	Community Development
108500	5/19/2020	US BANK	VISA- SAM HOUSTON HOTEL	239.85	Community Development
108500	5/19/2020	US BANK	VISA- COSTCO	198.17	Community Development
108505	5/21/2020	CR PRINT	INSPECTION DOOR HANGERS	154.95	Community Development
108512	5/21/2020	J THAYER COMPANY, INC.	OFFICE SUPPLIES	118.26	Community Development
108521	5/21/2020	VALLEY NEWS GROUP	LEGAL ADVERTISING	90.00	Community Development
108512	5/21/2020	J THAYER COMPANY, INC.	OFFICE SUPPLIES	87.25	Community Development



# Check Register Report

Bank: BANK OF AMERICA - OPERATING  
 Reporting Period: 05/19/2020 to 06/01/2020

Date: 6/2/2020  
 Time: 10:46:03AM  
 Page 3 of 10

Check No.	Check Date	Vendor Name	Check Description	Amount	Department
108500	5/19/2020	US BANK	VISA- PLANETIZEN	24.95	Community Development
108541	6/1/2020	DAPEER, ROSENBLIT & LITVAK	LEGAL SERVICES	22.50	Community Development
108512	5/21/2020	J THAYER COMPANY, INC.	OFFICE SUPPLIES	21.88	Community Development
108500	5/19/2020	US BANK	VISA- ZOOM.US	14.99	Community Development
108500	5/19/2020	US BANK	VISA- APA	-760.00	Community Development
<b>Total Amount for 20 Line Item(s) from Community Development</b>				<b>\$44,904.09</b>	

## Community Services

108524	6/1/2020	AGOURA HILLS,CALABASAS COM CTR	CONTRIBUTION FY 19/20	50,000.00	Community Services
108550	6/1/2020	JMD LANDSCAPE ARCHITECTURE	WILD WALNUT PARK DESIGN	22,550.00	Community Services
108548	6/1/2020	HAYNES BUILDING SERVICES, LLC	JANITORIAL SERVICES	1,405.75	Community Services
108500	5/19/2020	US BANK	VISA- 805 LIVING	1,000.00	Community Services
108500	5/19/2020	US BANK	VISA- CALABASAS SELF STORAGE	748.00	Community Services
108564	6/1/2020	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	679.38	Community Services
108533	6/1/2020	CANON FINANCIAL SERVICES INC	CANON COPIER LEASES	267.98	Community Services
108519	5/21/2020	SOUTHERN CALIFORNIA GAS CO	GAS SERVICE	190.90	Community Services
108563	6/1/2020	SECURAL SECURITY CORP	PATROL CAR SERVICES- CIVIC CTR	188.58	Community Services
108500	5/19/2020	US BANK	VISA- 7 ELEVEN	170.50	Community Services
108500	5/19/2020	US BANK	VISA- DIRECT TV	153.66	Community Services
108538	6/1/2020	CLARK PEST CONTROL	PEST CONTROL SERVICES	150.00	Community Services
108568	6/1/2020	UNITED SITE SERVICES OF CA INC	PORTABLE TOILET RENTAL	137.81	Community Services
108543	6/1/2020	DEPARTMENT OF JUSTICE	STAFF FINGERPRINTING APPS	128.00	Community Services
108528	6/1/2020	AT&T	TELEPHONE SERVICE	97.68	Community Services
108500	5/19/2020	US BANK	VISA- DURRANT GRAPHICS	65.70	Community Services
108500	5/19/2020	US BANK	VISA- AMAZON.COM	50.36	Community Services
108500	5/19/2020	US BANK	VISA- CONSTANT CONTACT	45.00	Community Services
108500	5/19/2020	US BANK	VISA- WALMART	28.55	Community Services
108500	5/19/2020	US BANK	VISA- HOME DEPOT	14.20	Community Services
108500	5/19/2020	US BANK	VISA- DS SERVICES	5.98	Community Services
108500	5/19/2020	US BANK	VISA- CANVA	3.00	Community Services
108500	5/19/2020	US BANK	VISA- TARGET	-148.81	Community Services
<b>Total Amount for 23 Line Item(s) from Community Services</b>				<b>\$77,932.22</b>	

## Finance

108509	5/21/2020	HDL, COREN & CONE INC.	PROPERTY TAX SERVICES	1,609.30	Finance
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# Check Register Report

Bank: BANK OF AMERICA - OPERATING  
 Reporting Period: 05/19/2020 to 06/01/2020

Date: 6/2/2020  
 Time: 10:46:03AM  
 Page 4 of 10

Check No.	Check Date	Vendor Name	Check Description	Amount	Department
108531	6/1/2020	BRINK'S INCORPORATED	BANK SERVICE	186.61	Finance
108531	6/1/2020	BRINK'S INCORPORATED	BANK SERVICE	54.23	Finance
<b>Total Amount for 3 Line Item(s) from Finance</b>				<b>\$1,850.14</b>	
<b>Library</b>					
108529	6/1/2020	BAKER & TAYLOR, LLC	BOOKS-LIBRARY	31.67	Library
108529	6/1/2020	BAKER & TAYLOR, LLC	BOOKS-LIBRARY	23.00	Library
108529	6/1/2020	BAKER & TAYLOR, LLC	BOOKS-LIBRARY	14.72	Library
108500	5/19/2020	US BANK	VISA- USPS	5.80	Library
108500	5/19/2020	US BANK	VISA- USPS	2.25	Library
<b>Total Amount for 5 Line Item(s) from Library</b>				<b>\$77.44</b>	
<b>LMD #22</b>					
108554	6/1/2020	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	20,216.11	LMD #22
108572	6/1/2020	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	13,130.18	LMD #22
108572	6/1/2020	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	12,457.25	LMD #22
108554	6/1/2020	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	9,897.62	LMD #22
108572	6/1/2020	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	8,395.50	LMD #22
108572	6/1/2020	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	7,764.00	LMD #22
108561	6/1/2020	PACIFIC COAST FALCONRY INC.	BIRD CONTROL SERVICES	6,250.00	LMD #22
108572	6/1/2020	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	6,180.98	LMD #22
108572	6/1/2020	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	5,082.39	LMD #22
108561	6/1/2020	PACIFIC COAST FALCONRY INC.	BIRD CONTROL SERVICES	5,000.00	LMD #22
108561	6/1/2020	PACIFIC COAST FALCONRY INC.	BIRD CONTROL SERVICES	5,000.00	LMD #22
108554	6/1/2020	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	4,702.66	LMD #22
108572	6/1/2020	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	4,152.45	LMD #22
108554	6/1/2020	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	4,126.40	LMD #22
108554	6/1/2020	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	4,032.92	LMD #22
108572	6/1/2020	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	3,989.91	LMD #22
108554	6/1/2020	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	3,743.00	LMD #22
108572	6/1/2020	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	3,084.03	LMD #22
108572	6/1/2020	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	3,012.00	LMD #22
108572	6/1/2020	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	2,826.00	LMD #22
108572	6/1/2020	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	2,365.10	LMD #22
108559	6/1/2020	NEWBURY PARK TREE SERVICE INC	TREE TRIMMING/REMOVAL SVCS	1,970.00	LMD #22





# Check Register Report

Bank: BANK OF AMERICA - OPERATING  
 Reporting Period: 05/19/2020 to 06/01/2020

Date: 6/2/2020  
 Time: 10:46:03AM  
 Page 5 of 10

Check No.	Check Date	Vendor Name	Check Description	Amount	Department
108572	6/1/2020	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	1,950.00	LMD #22
108572	6/1/2020	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	1,782.00	LMD #22
108572	6/1/2020	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	1,658.15	LMD #22
108572	6/1/2020	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	1,355.20	LMD #22
108572	6/1/2020	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	1,292.52	LMD #22
108572	6/1/2020	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	1,264.00	LMD #22
108572	6/1/2020	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	1,170.00	LMD #22
108572	6/1/2020	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	1,098.00	LMD #22
108572	6/1/2020	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	1,048.00	LMD #22
108554	6/1/2020	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	948.17	LMD #22
108572	6/1/2020	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	877.77	LMD #22
108554	6/1/2020	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	808.01	LMD #22
108554	6/1/2020	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	778.12	LMD #22
108554	6/1/2020	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	729.60	LMD #22
108572	6/1/2020	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	565.00	LMD #22
108572	6/1/2020	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	556.49	LMD #22
108554	6/1/2020	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	546.60	LMD #22
108572	6/1/2020	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	534.00	LMD #22
108572	6/1/2020	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	474.00	LMD #22
108572	6/1/2020	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	460.39	LMD #22
108554	6/1/2020	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	425.75	LMD #22
108572	6/1/2020	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	344.00	LMD #22
108572	6/1/2020	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	322.00	LMD #22
108572	6/1/2020	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	238.85	LMD #22
108572	6/1/2020	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	206.40	LMD #22
108554	6/1/2020	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	152.52	LMD #22
108572	6/1/2020	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	143.25	LMD #22
108572	6/1/2020	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	141.00	LMD #22
108572	6/1/2020	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	113.76	LMD #22
108554	6/1/2020	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	108.07	LMD #22
108564	6/1/2020	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	68.85	LMD #22
108554	6/1/2020	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	61.91	LMD #22
108564	6/1/2020	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	11.00	LMD #22
<b>Total Amount for 55 Line Item(s) from LMD #22</b>				<b>\$159,611.88</b>	

**LMD 22 - Common Benefit Area**



# Check Register Report

Bank: BANK OF AMERICA - OPERATING  
 Reporting Period: 05/19/2020 to 06/01/2020

Date: 6/2/2020  
 Time: 10:46:03AM  
 Page 6 of 10

Check No.	Check Date	Vendor Name	Check Description	Amount	Department
108572	6/1/2020	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	10,046.05	LMD 22 - Common Benefit Area
108572	6/1/2020	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	5,958.33	LMD 22 - Common Benefit Area
108572	6/1/2020	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	3,220.01	LMD 22 - Common Benefit Area
108572	6/1/2020	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	2,738.46	LMD 22 - Common Benefit Area
108572	6/1/2020	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	1,955.28	LMD 22 - Common Benefit Area
108554	6/1/2020	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	1,227.61	LMD 22 - Common Benefit Area
108572	6/1/2020	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	914.49	LMD 22 - Common Benefit Area
108572	6/1/2020	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	727.02	LMD 22 - Common Benefit Area
108572	6/1/2020	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	621.99	LMD 22 - Common Benefit Area
108572	6/1/2020	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	371.80	LMD 22 - Common Benefit Area
108554	6/1/2020	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	219.23	LMD 22 - Common Benefit Area
108572	6/1/2020	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	116.66	LMD 22 - Common Benefit Area
108572	6/1/2020	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	85.20	LMD 22 - Common Benefit Area

**Total Amount for 13 Line Item(s) from LMD 22 - Common Benefit Area**

**\$28,202.13**

## Media Operations

108500	5/19/2020	US BANK	VISA- DELL	3,255.76	Media Operations
108500	5/19/2020	US BANK	VISA- ZOOM.US	806.74	Media Operations
108500	5/19/2020	US BANK	VISA- NATOA	400.00	Media Operations
108500	5/19/2020	US BANK	VISA- AMAZON.COM	193.62	Media Operations
108500	5/19/2020	US BANK	VISA- ADBOE/CREATIVE CLOUD	158.98	Media Operations
108500	5/19/2020	US BANK	VISA- AMAZON/TARGET	114.91	Media Operations
108500	5/19/2020	US BANK	VISA- TWITTER	33.04	Media Operations
108500	5/19/2020	US BANK	VISA- DAILY NEWS	10.00	Media Operations

**Total Amount for 8 Line Item(s) from Media Operations**

**\$4,973.05**

## Non-Departmental

108501	5/19/2020	ROTARY CLUB OF CALABASAS	NEIGHBORS IN NEED PROGRAM	25,000.00	Non-Departmental
108500	5/19/2020	US BANK	VISA- SUPER BRIGHT/SUPPLY SOL	1,821.94	Non-Departmental
108500	5/19/2020	US BANK	VISA- LIFE STORAGE	1,431.00	Non-Departmental
108533	6/1/2020	CANON FINANCIAL SERVICES INC	CANON COPIER LEASES	1,371.12	Non-Departmental
108557	6/1/2020	MK SOLUTIONS, INC.	SNEEZE GUARD	1,229.41	Non-Departmental
108534	6/1/2020	CANON SOLUTIONS AMERICA, INC	COPIER SVC PROGRAM- JME16861	784.91	Non-Departmental
108533	6/1/2020	CANON FINANCIAL SERVICES INC	CANON COPIER LEASES	742.64	Non-Departmental
108533	6/1/2020	CANON FINANCIAL SERVICES INC	CANON COPIER LEASES	659.79	Non-Departmental



# Check Register Report

Bank: BANK OF AMERICA - OPERATING  
 Reporting Period: 05/19/2020 to 06/01/2020

Date: 6/2/2020  
 Time: 10:46:03AM  
 Page 7 of 10

Check No.	Check Date	Vendor Name	Check Description	Amount	Department
108500	5/19/2020	US BANK	VISA- DURRANT GRAPHICS	657.00	Non-Departmental
108500	5/19/2020	US BANK	VISA- AMAZON/TARGET	222.83	Non-Departmental
108500	5/19/2020	US BANK	VISA- FACEBOOK	97.02	Non-Departmental
108545	6/1/2020	FEDERAL EXPRESS CORP.	COURIER SERVICE	72.95	Non-Departmental
108500	5/19/2020	US BANK	VISA- AMAZON/TARGET	48.19	Non-Departmental
108545	6/1/2020	FEDERAL EXPRESS CORP.	COURIER SERVICE	46.51	Non-Departmental
108500	5/19/2020	US BANK	VISA- AMAZON.COM	14.95	Non-Departmental
108500	5/19/2020	US BANK	VISA- RALPHS	2.16	Non-Departmental
<b>Total Amount for 16 Line Item(s) from Non-Departmental</b>				<b>\$34,202.42</b>	
<b><u>Payroll</u></b>					
108503	5/21/2020	CATE/CHARLES R//	HEALTH INS REIMB (RETIREE)	702.78	Payroll
108504	5/21/2020	COROALLES/ANTHONY//	HEALTH INS REIMB (RETIREE)	702.78	Payroll
108508	5/21/2020	GROVEMAN/BARRY//	HEALTH INS REIMB (RETIREE)	702.78	Payroll
108510	5/21/2020	HILL/BOB//	HEALTH INS REIMB (RETIREE)	702.78	Payroll
108514	5/21/2020	LOPATA/MARVIN//	HEALTH INS REIMB (RETIREE)	702.78	Payroll
108517	5/21/2020	PARKER/ROBIN//	HEALTH INS REIMB (RETIREE)	702.78	Payroll
108522	5/21/2020	WASHBURN/DENNIS//	HEALTH INS REIMB (RETIREE)	702.78	Payroll
108523	5/21/2020	WOLFSON/JONATHON//	HEALTH INS REIMB (RETIREE)	702.78	Payroll
108516	5/21/2020	P&A ADMINISTRATIVE SVCS INC	FSA MONTHLY ADMIN FEE- JUN 20	72.00	Payroll
<b>Total Amount for 9 Line Item(s) from Payroll</b>				<b>\$5,694.24</b>	
<b><u>Police / Fire / Safety</u></b>					
108552	6/1/2020	L.A. CO. SHERIFF'S DEPT.	SHERIFF SVCS- APR 2020	383,533.02	Police / Fire / Safety
108552	6/1/2020	L.A. CO. SHERIFF'S DEPT.	SHERIFF SVCS- APR 2020	9,733.43	Police / Fire / Safety
108552	6/1/2020	L.A. CO. SHERIFF'S DEPT.	SHERIFF SVCS- THE OAKS	1,931.18	Police / Fire / Safety
108552	6/1/2020	L.A. CO. SHERIFF'S DEPT.	SHERIFF SVCS- CAL PARK EST	886.89	Police / Fire / Safety
108552	6/1/2020	L.A. CO. SHERIFF'S DEPT.	SHERIFF SVCS- APR 2020	387.50	Police / Fire / Safety
<b>Total Amount for 5 Line Item(s) from Police / Fire / Safety</b>				<b>\$396,472.02</b>	
<b><u>Public Safety &amp; Emergency Preparedness</u></b>					
108500	5/19/2020	US BANK	VISA- AMAZON.COM	59.09	Public Safety & Emergency Preparedness



# Check Register Report

Bank: BANK OF AMERICA - OPERATING  
 Reporting Period: 05/19/2020 to 06/01/2020

Date: 6/2/2020  
 Time: 10:46:03AM  
 Page 8 of 10

Check No.	Check Date	Vendor Name	Check Description	Amount	Department
<b>Total Amount for 1 Line Item(s) from Public Safety &amp; Emergency Preparedness</b>				<b>\$59.09</b>	
<b>Public Works</b>					
108554	6/1/2020	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	2,770.63	Public Works
108539	6/1/2020	COUNTY OF LOS ANGELES	CONTRACT SERVICES	1,962.43	Public Works
108572	6/1/2020	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- P.W.	1,934.26	Public Works
108546	6/1/2020	FEHR & PEERS	IMPLEMENTATION SERVICES	1,598.63	Public Works
108559	6/1/2020	NEWBURY PARK TREE SERVICE INC	TREE TRIMMING/REMOVAL SVCS	1,320.00	Public Works
108559	6/1/2020	NEWBURY PARK TREE SERVICE INC	TREE TRIMMING/REMOVAL SVCS	697.50	Public Works
108554	6/1/2020	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	670.36	Public Works
108554	6/1/2020	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	664.52	Public Works
108554	6/1/2020	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	634.27	Public Works
108554	6/1/2020	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	631.27	Public Works
108554	6/1/2020	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	304.23	Public Works
108554	6/1/2020	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	303.74	Public Works
108573	6/1/2020	WILLDAN ASSOCIATES INC.	GRADING & DRAINAGE REVIEW	278.00	Public Works
108566	6/1/2020	SWRCB FEES	NPDES PERMIT FEE	260.00	Public Works
108572	6/1/2020	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- P.W.	183.41	Public Works
108500	5/19/2020	US BANK	VISA- DIY/ACE HARDWARE	131.31	Public Works
108500	5/19/2020	US BANK	VISA- DIY/ACE HARDWARE	111.58	Public Works
108500	5/19/2020	US BANK	VISA- AMAZON.COM	89.00	Public Works
108500	5/19/2020	US BANK	VISA- DIY/ACE HARDWARE	77.92	Public Works
108500	5/19/2020	US BANK	VISA- CLEARBAGS	54.07	Public Works
108500	5/19/2020	US BANK	VISA- DIY/ACE HARDWARE	46.91	Public Works
108564	6/1/2020	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	23.44	Public Works
108500	5/19/2020	US BANK	VISA- AMAZON.COM	21.16	Public Works
108500	5/19/2020	US BANK	VISA- AMAZON.COM	14.22	Public Works
108500	5/19/2020	US BANK	VISA- HUI MAN EBAY	-42.02	Public Works
108500	5/19/2020	US BANK	VISA- AMAZON.COM	-73.74	Public Works
<b>Total Amount for 26 Line Item(s) from Public Works</b>				<b>\$14,667.10</b>	
<b>Recoverable / Refund / Liability</b>					
108540	6/1/2020	CROSSTOWN ELECTRICAL	TRAFFIC LIGHTING SERVICES	43,605.32	Recoverable / Refund / Liability
108542	6/1/2020	DEPARTMENT OF CONSERVATION	1ST QUARTER 2020 SMIP FEE	3,917.41	Recoverable / Refund / Liability
108560	6/1/2020	P&A ADMINISTRATIVE SVCS INC	FSA-MED/DEP CARE REIMBURSEMENT	496.75	Recoverable / Refund / Liability



# Check Register Report

Bank: BANK OF AMERICA - OPERATING  
 Reporting Period: 05/19/2020 to 06/01/2020

Date: 6/2/2020  
 Time: 10:46:03AM  
 Page 9 of 10

Check No.	Check Date	Vendor Name	Check Description	Amount	Department
108560	6/1/2020	P&A ADMINISTRATIVE SVCS INC	FSA-MED/DEP CARE REIMBURSEMENT	208.34	Recoverable / Refund / Liability
108502	5/21/2020	ALPHA OMEGA CONTRACTORS	REFUND SMIP FEE	76.82	Recoverable / Refund / Liability
108516	5/21/2020	P&A ADMINISTRATIVE SVCS INC	FSA-MED CARE REIMBURSEMENT	35.00	Recoverable / Refund / Liability
<b>Total Amount for 6 Line Item(s) from Recoverable / Refund / Liability</b>				<b>\$48,339.64</b>	

## Tennis & Swim Center

108554	6/1/2020	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	1,228.35	Tennis & Swim Center
108554	6/1/2020	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	886.32	Tennis & Swim Center
108500	5/19/2020	US BANK	VISA- CLARK PEST CONTROL	650.00	Tennis & Swim Center
108535	6/1/2020	CASCIONE/GAYLENE//	RECREATION INSTRUCTOR	404.36	Tennis & Swim Center
108500	5/19/2020	US BANK	VISA- SHERWIN WILLIAMS	356.03	Tennis & Swim Center
108500	5/19/2020	US BANK	VISA- HOME DEPOT/FRANKLINS	333.08	Tennis & Swim Center
108554	6/1/2020	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	330.92	Tennis & Swim Center
108525	6/1/2020	ALLIANT INSURANCE SERVICES INC	SPECIAL EVENTS INS- T&SC	324.00	Tennis & Swim Center
108500	5/19/2020	US BANK	VISA- GF LIGHTING	196.88	Tennis & Swim Center
108500	5/19/2020	US BANK	VISA- CAP	192.00	Tennis & Swim Center
108500	5/19/2020	US BANK	VISA- HOME DEPOT/FRANKLINS	156.47	Tennis & Swim Center
108500	5/19/2020	US BANK	VISA- CONSTANT CONTACT	100.00	Tennis & Swim Center
108574	6/1/2020	ZACHARATOS/GERASSIMOS T//	RECREATION INSTRUCTOR	37.80	Tennis & Swim Center
108500	5/19/2020	US BANK	VISA- HOME DEPOT/FRANKLINS	23.84	Tennis & Swim Center
108554	6/1/2020	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	7.50	Tennis & Swim Center
108554	6/1/2020	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	7.50	Tennis & Swim Center
<b>Total Amount for 16 Line Item(s) from Tennis &amp; Swim Center</b>				<b>\$5,235.05</b>	

## Transportation

108558	6/1/2020	MV TRANSPORTATION, INC.	SHUTTLE SERVICES- APR 20	20,375.49	Transportation
108559	6/1/2020	NEWBURY PARK TREE SERVICE INC	TREE TRIMMING/REMOVAL SVCS	9,140.00	Transportation
108558	6/1/2020	MV TRANSPORTATION, INC.	SHUTTLE SERVICES- APR 20	6,414.17	Transportation
108564	6/1/2020	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	3,476.89	Transportation
108572	6/1/2020	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- CIP	2,071.00	Transportation
108526	6/1/2020	ARC DOCUMENT SOLUTIONS, LLC	COPY/PRINTING SERVICE	1,543.47	Transportation
108559	6/1/2020	NEWBURY PARK TREE SERVICE INC	TREE TRIMMING/REMOVAL SVCS	735.00	Transportation
108565	6/1/2020	STATE WATER RESOURCES CONTROL	PERMIT REGISTRATION FORM	484.00	Transportation
108500	5/19/2020	US BANK	VISA- TIRE MAN/SINCLAIR GAS	403.19	Transportation
108526	6/1/2020	ARC DOCUMENT SOLUTIONS, LLC	COPY/PRINTING SERVICE	195.63	Transportation



# Check Register Report

Bank: BANK OF AMERICA - OPERATING

Reporting Period: 05/19/2020 to 06/01/2020

Date: 6/2/2020

Time: 10:46:03AM

Page 10 of 10

Check No.	Check Date	Vendor Name	Check Description	Amount	Department
108500	5/19/2020	US BANK	VISA- AMAZON.COM	178.39	Transportation
108553	6/1/2020	LA DWP	TRAFFIC METER SERVICE	151.04	Transportation
108500	5/19/2020	US BANK	VISA- SHELL OIL/7 ELEVEN	143.99	Transportation
108500	5/19/2020	US BANK	VISA- EXXON MOBIL/7 ELEVEN	141.60	Transportation
108500	5/19/2020	US BANK	VISA- DIY	141.16	Transportation
108527	6/1/2020	AT&T	TELEPHONE SERVICE	102.61	Transportation
108500	5/19/2020	US BANK	VISA- EXXON MOBIL	44.12	Transportation
108500	5/19/2020	US BANK	VISA- 7 ELEVEN	23.70	Transportation
108500	5/19/2020	US BANK	VISA- CALABASAS SINCLAIR	23.20	Transportation
108500	5/19/2020	US BANK	VISA- CHEVRON	22.00	Transportation
108500	5/19/2020	US BANK	VISA- TIRE MAN/SINCLAIR GAS	1.76	Transportation
<b>Total Amount for 21 Line Item(s) from Transportation</b>				<b>\$45,812.41</b>	
<b>GRAND TOTAL for 262 Line Items</b>				<b>\$880,819.12</b>	



# Check Register Report

Bank: BANK OF AMERICA - OPERATING  
Reporting Period: 05/19/2020 to 06/01/2020

Check No.	Check Date	Vendor Name	Check Description	Amount	Department
<b>Tennis &amp; Swim Center</b>					
13851	6/1/2020	BLUE SHIELD OF CA	INSURANCE EXPENSE	7,459.78	Tennis & Swim Center
13854	6/1/2020	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	1,738.09	Tennis & Swim Center
13853	6/1/2020	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	1,228.35	Tennis & Swim Center
13852	6/1/2020	DESIGNSCAPE	PLANT MAINTENANCE- T&SC	436.00	Tennis & Swim Center
13855	6/1/2020	UNIFIRST CORPORATION	JANITORIAL SUPPLIES	381.28	Tennis & Swim Center
13850	6/1/2020	AT&T	TELEPHONE SERVICE	346.27	Tennis & Swim Center
13851	6/1/2020	BLUE SHIELD OF CA	INSURANCE EXPENSE	330.30	Tennis & Swim Center
13856	6/1/2020	XEROX FINANCIAL SERVICES	ADMINISTRATIVE EXPENSES	293.62	Tennis & Swim Center
<b>Total Amount for 8 Line Item(s) from Tennis &amp; Swim Center</b>				<b>\$12,213.69</b>	
<b>GRAND TOTAL for 8 Line Items</b>				<b>\$12,213.69</b>	

**24-Jun**

1	CD	Presentation	LAFCO presentation on MSR
2			Recommendation to award a contract in an amount not to exceed \$_____ to Haynes Building services for janitorial services for Calabasas City Hall, Library and Senior Center for a period of one year
3	Comm./CD	New Business	CTC recommendation regarding cell service
4	CS	New Business	List of City events in lieu of normal annual events

**Future Items**

5	CD	New Business	Ordinance regulating construction work hours
6	CC	New Business	Discussion of past election issues and the upcoming November 3, 2020 election
7	PW	New Business	Update regarding anticoagulants
8	PW	New Business	Designated parking space violation ordinance
9	CD/Finance	New Business	Annexation update
10	CA	New Business	Closed session regarding State’s mandate for affordable housing
11	CA/CC	New Business	Report/timeline on a cannabis tax initiative
12	CD	New Business	Story poles review by Planning Commission or CDD
13	CD	Public Hearing	West Village Project

<b>2020 Meeting Dates</b>	
8-Jul - Canceled	14-Oct
22-Jul - Canceled	28-Oct
12-Aug	3-Nov General Municipal Election
26-Aug	11-Nov Canceled - Veteran's Day
9-Sep	25-Nov Canceled - Thanksgiving Eve
23-Sep	9-Dec - Election Certification/ Council Reorg.
	23-Dec - Canceled