



CITY *of* CALABASAS

**CITY COUNCIL AGENDA
REGULAR MEETING – WEDNESDAY, OCTOBER 14, 2020
VIA ZOOM TELECONFERENCE
www.cityofcalabasas.com**

IMPORTANT NOTICE REGARDING THE OCTOBER 14, 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/87409789177?pwd=MzFSWmQrSmZKOEd0ejFEcHF6bDB5UT09>

When asked to enter Passcode Number: 386300

Or iPhone one-tap:

US: +1669-900-9128,,81957447453# or +1346-248-7799,,81957447453#

Or 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

Webinar ID: 874 0978 9177

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 click unmute and state your name and the City you live in. You will be allowed three minutes to address the Council.

Please access a [Guide to Virtual Meeting Participation](#) for more information on how to join City Council or Commission meetings.

OPENING MATTERS – 7:00 P.M.

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

PRESENTATIONS – 7:15 P.M.

- Recognition of student volunteers of the Tech Help Program at the Senior Center

ANNOUNCEMENTS/INTRODUCTIONS – 7:40 P.M.

ORAL COMMUNICATION – PUBLIC COMMENT – 7:50 P.M.

CONSENT ITEMS – 8:00 P.M.

1. [Approval of minutes of September 17 and 23, 2020](#)
2. [Adoption of Resolution No. 2020-1706, 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 and affirming the continued Local State of Emergency](#)
3. [Adoption of Resolution No. 2020-1705, establishing employee flex credit amounts for 2021 and rescinding Resolution No. 2019-1646](#)
4. [Recommendation to approve two one-year Professional Services Agreements to Venco Western, Inc. for the landscape maintenance of the common areas located within the Homeowner Associations: Calabasas Park Estates, Zone 8 and Palatino, Zone 14 within Landscape Lighting Act District 22 in the City of Calabasas in an amount not to exceed \\$725,000](#)
5. [Recommendation to approve a two-year Professional Services Agreement with Sepro Marine Bio, LLC DBA Marine Biochemists to provide daily maintenance services to Calabasas Lake and Lake equipment repair or replacement in an amount not to exceed \\$381,248](#)

NEW BUSINESS – 8:10 P.M.

6. [Sheriff's Crime Report – August 2020](#)

7. Discussion of rent stabilization options for rental housing properties in Calabasas
8. Introduction of Ordinance 2020-384, revising Calabasas Municipal Code Chapter 5.04 - Motion Picture, Television and Photographic Production
9. Introduction of Ordinance No. 2020-387, amending Section 2.08.090 (Removal Procedure) of Chapter 2.08 (City Manager) of Title 2 (Administration and Personnel) of the Calabasas Municipal Code to facilitate City Council's removal of the City Manager

INFORMATIONAL REPORTS – 9:10 P.M.

10. Check Register for the period of September 9-October 1, 2020

TASK FORCE REPORTS – 9:15 P.M.

CITY MANAGER'S REPORT – 9:20 P.M.

FUTURE AGENDA ITEMS – 9:25 P.M.

ADJOURN – 9:30 P.M.

The City Council will adjourn to their regular meeting scheduled on Wednesday, October 28, 2020, at 7:00 p.m.

**MINUTES OF A SPECIAL MEETING OF
THE CITY COUNCIL OF THE CITY OF CALABASAS, CALIFORNIA
HELD THURSDAY, SEPTEMBER 17, 2020**

Mayor Weintraub called the meeting to order at 5:30 p.m. via Zoom Teleconference.

ROLL CALL

Present: Mayor Weintraub, Mayor pro Tem Bozajian and Councilmembers Gaines, Maurer and Shapiro
Absent: None
Others: Heather Renschler

CLOSED SESSION

1. Public Employee Appointment - City Manager

ADJOURN

The meeting adjourned at 7:31 p.m. to a regular meeting scheduled on Wednesday, September 23, 2020, at 7:00 p.m.

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, SEPTEMBER 23, 2020**

Mayor Weintraub called the meeting to order at 7:12 p.m. via Zoom Teleconferencing.

ROLL CALL

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

Absent: None

Staff: Ahlers, Bartlett, Bingham, Haber, Hernandez, Klein, Melton, Russo, Summers, Taylor 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 Vote 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 and that there are no reportable actions.

PRESENTATIONS

- Recognition of Communications Department staff for receiving various National Association of Telecommunications Officers and Advisors (NATOA) awards

Mayor Weintraub and Councilmembers congratulated the Communications Department on their outstanding achievements.

ANNOUNCEMENTS/INTRODUCTIONS

Members of the Council made the following announcements:

Mayor pro Tem Bozajian:

- Expressed his disappointment regarding the theft of a historical marker previously located on the Old Topanga Canyon Road.

Councilmember Gaines:

- Extended an invitation to the MYC Young Voter Night on October 1.
- Reminded everyone that ballots will be mailed the week of October 5.
- The City's Voter Information Guide will be mailed on September 24.
- The City's Candidates Forum will be held on September 29.
- Encouraged everyone to support local businesses.
- Wished everyone a sweet and happy New Year.

City Clerk Ms. Hernandez:

- The City will be hosting a Flex Vote Center at the Senior Center on October 27, from 10 am to 2 pm.

Councilmember Shapiro:

- Wished everyone a happy and prosperous New Year.
- Extended an invitation to the MYC Young Voters Night on October 1.
- The MYC is having their first annual Voter Registration drive competition September 8-22 between Calabasas High School and Viewpoint. The winning school will be announced during the CHS Assembly on September 25.
- Congratulated CHS students, Quynh-Anh Nguyen and Jeremy White, who were named National Merit Semifinalists for their outstanding PSAT exam scores.
- Extended an invitation to the Calabasas Film Festival scheduled September 23-27.
- Extended an invitation to the Film Festival's Drive-In at King Gillette Ranch on September 25.

Mayor Weintraub:

- Reminded everyone to have an emergency kit ready in case of an earthquake.

Councilmember Maurer:

- Reiterated the importance of having an emergency bag ready.
- Expressed her condolences for the firefighter who lost his life in the El Dorado Fire.

ORAL COMMUNICATIONS – PUBLIC COMMENT

Mark Citron spoke during public comment.

CONSENT ITEMS

1. Approval of minutes from September 9 and September 14, 2020

2. Adoption of Resolution No. 2020-1700, recognizing October as Bullying Prevention Awareness Month
3. Adoption of Resolution No. 2020-1702, to modify Resolution Nos. 2017-1558, 2018-1596, and 2019-1639 to include City Council Compensation
4. Adoption of Resolution No. 2020-1701, approving the City's participation in the Los Angeles County Permanent Local Housing Allocation (PLHA) Program by accepting \$60,596 in grant funding to be used towards short or long term preservation of affordable housing
5. Adoption of Resolution No. 2020-1703, reaffirming and extending the existence of a Local State of Emergency due to the Novel Coronavirus COVID-19 Pandemic

Councilmember Shapiro requested Consent Item No. 2 be pulled.

Mayor pro Tem Bozajian requested Consent Item No. 3 be pulled.

Councilmember Gaines moved, seconded by Councilmember Shapiro to approve Consent Item Nos. 1, 4 and 5. MOTION CARRIED 5/0 by Roll Call Vote as follows:

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

After discussion, Mayor pro Tem Bozajian moved, seconded by Councilmember Gaines to approve Consent Item Nos. 2 and 3. MOTION CARRIED 5/0 by Roll Call Vote as follows:

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

CONTINUED BUSINESS

6. Valmar Medians Landscaping options for Council consideration and approval of a General Fund budget adjustment

Mr. Yalda and Ms. Melton presented the report.

Suzanne Scranton spoke on Item No. 6.

Councilmember Shapiro moved, seconded by Councilmember Gaines to

approve Item No. 6 with Option B. MOTION CARRIED 5/0 by Roll Call Vote as follows:

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

7. City Council position on Measure J; Community Investment and Alternatives to incarceration minimum County Budget Allocation (Measure J Ballot Title)

Mr. Taylor presented the report.

Corine Ho and Laura Coholan spoke on Item No. 7

No Action taken on this item.

NEW BUSINESS

8. Discussion and direction to staff on whether to join other jurisdictions with a reward contribution not to exceed \$10,000 for information leading to the apprehension and conviction of the individual(s) responsible for the recent ambush of two Sheriff Deputies

Mr. Taylor presented the report.

No Action taken on this item.

INFORMATIONAL REPORTS

9. Check Register for the period of August 28-September 8, 2020

No action taken on this item.

TASK FORCE REPORTS

Councilmember Maurer reported Councilmember Gaines and she met with the Tree People and MRT to discuss the construction of the new bridge, which is expected to be completed the second week of October. She also reported her participation in a meeting with the Santa Monica Mountains Conservancy.

Councilmember Shapiro reported his participation in various meetings of the MYC. Further, he participated in the first virtual Valley Economic Alliance job fair. Lastly, he reported his attendance to a SCAG Legislative Committee meeting.

Mayor Weintraub reported her participation in a COG meeting to discuss

housing legislation. She also reported her attendance to a SCAG Transportation Committee meeting.

CITY MANAGER’S REPORT

Ms. Haber announced that the City has organized several activities that will allow the community to safely celebrate Halloween.

FUTURE AGENDA ITEMS

None.

ADJOURN

The meeting adjourned at 9:00 p.m. to the next regular scheduled meeting of Wednesday, October 14, 2020, at 7:00 p.m.

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





CITY of CALABASAS

CITY COUNCIL AGENDA REPORT

DATE: OCTOBER 6, 2020

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: RAY TAYLOR, INTERIM CITY MANAGER 

BY: MARICELA HERNANDEZ, CITY CLERK, MMC, CPMC 

SUBJECT: ADOPTION OF A RESOLUTION 2020-1706, 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 AND AFFIRMING THE CONTINUED LOCAL STATE OF EMERGENCY

MEETING DATE: OCTOBER 14, 2020

SUMMARY RECOMMENDATION:

Staff recommends the City Council adopt Resolution No. 2020-1706, confirming the City Manager/Director of Emergency Services' Local Emergency Executive Orders issued in respond to the Novel Coronavirus COVID-19 Pandemic and affirming the continued Local State of Emergency.

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.

Further, 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, 2020, 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, pickle ball courts, and equestrian facilities solely for outdoor recreation. On May 19, 2020 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.

On June 3, 2020, the City Manager, acting as the Director of Emergency Services, issued Executive Order No. 11, allowing for restaurants to establish or expand dining areas. On June 17, 2020, the City Manager, acting as the Director of Emergency Services, issued Executive Order No. 12, allowing the reopening of parking lots and restrooms at De Anza Park and other park and recreation facilities within the City.

On June 25, 2020 the City Manager, acting as the Director of Emergency Services, issued Executive Order No. 13, rescinding Executive Order No. 2020-01, which restricted residential evictions for inability to pay rent due to circumstances related

to the COVID-19 pandemic. In addition, rescinding Executive Order No. 2020-03, which, restricted commercial evictions for inability to pay rent due to circumstances related to the COVID-19 pandemic.

On July 17, 2020, the City Manager, acting as the Director of Emergency Services, issued Executive Order No. 14, allowing for any business located within the City to establish or expand outdoor operations areas, provided they follow guidelines set by the City; and allowing for any gym or fitness business to establish outdoor operations areas in open areas of a public park, provided they follow guidelines set by the City.

On October 5, 2020, the City Manager, acting as the Director of Emergency Services, issued Executive Order No. 15, allowing for outdoor playgrounds, park restrooms, tennis courts, swimming pools, and related parking lots located outdoors in the City may be opened to the public subject to the restrictions stated in the California Department of Public Health Guidelines on Outdoor Playgrounds and other Outdoor Recreational Facilities.

The City Manager may issue further executive orders after the posting of the agenda report before the City Council meeting of October 14, 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 Resolution 2020-1697, 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. 2020-1706

**ITEM 2 ATTACHMENT
RESOLUTION NO. 2020-1706**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CALABASAS, CALIFORNIA 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 16th 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 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 June 10, 2020, by adoption of Resolution No. 2020-1686; 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 June 24, 2020, by adoption of Resolution No. 2020-1692; 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 August 5, 2020, by adoption of Resolution No. 2020-1697; and

WHEREAS, the City Manager has further issued an Executive Order after August 5, 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.

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 14th day of October 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

CITY COUNCIL AGENDA REPORT

DATE: OCTOBER 5, 2020

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: JOHN BINGHAM, ADMINISTRATIVE SERVICES MANAGER

**SUBJECT: ADOPTION OF RESOLUTION NO. 2020-1705, ESTABLISHING
EMPLOYEE FLEX CREDIT AMOUNTS FOR 2021 AND RESCINDING
RESOLUTION NO. 2019-1646**

MEETING
DATE:OCTOBER 14, 2020

SUMMARY RECOMMENDATION:

That the City Council approve the adoption of Resolution No. 2020-1705, establishing employee flex credit amounts for calendar 2021 benefits and rescinding Resolution No. 2019-1646.

BACKGROUND:

The City has traditionally chosen to provide the full cost of medical premiums, up to the mid-tier PERS Choice health plan, for full-time City employees and Councilmembers, plus any eligible dependents. The City has also provided for the full cost of dental insurance, vision insurance, life insurance, short term/long term disability insurance, and an employee assistance program (EAP). Insurance premiums fluctuate each year, necessitating approval of premium costs and payment caps by the City Council on an annual basis.

DISCUSSION/ANALYSIS:

The credit amount that employees are allocated for the upcoming year will be increased based on the fact that the cost of health insurance premiums influencing

our flex credit amounts are rising by 7.17% for calendar year 2021. There is no change in the vision premiums and the cost of dental premiums are decreasing by 1.3%.

FISCAL IMPACT/SOURCE OF FUNDING:

The cost for health benefits is already calculated in the 2020-2021 operating budget.

REQUESTED ACTION:

It is requested that the City Council approve adoption of Resolution No. 2020-1705.

ATTACHMENTS:

Resolution No. 2020-1705

**ITEM 3 ATTACHMENT
RESOLUTION NO. 2020-1705**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
CALABASAS, CALIFORNIA, ESTABLISHING EMPLOYEE
FLEX CREDIT AMOUNTS FOR 2021 BENEFITS AND
RESCINDING RESOLUTION NO. 2019-1646.**

This resolution is adopted in order to set forth Flex Credit Amounts for the Section 125 Benefits Program (referred to as the Cafeteria Plan). The following shall be effective as of January 1, 2021.

For health insurance, the City contracts with the California Public Employee Retirement System regular health benefits program Region 2 and 3; employees may choose among various HMO/PPO plans. For dental insurance, the City contracts with Delta Dental. For vision insurance, the City contracts with Vision Service Plan (VSP). Short term/long term disability insurance and life insurance are provided by VOYA Financial.

The City agrees to pay the cost of medical, dental, and vision insurance for all full-time permanent employees, Councilmembers, and dependents, only up to premium costs as follows:

REGION 2:

<u>EMPLOYEE STATUS/PLAN ENROLLMENT</u>	<u>MONTHLY CREDIT AMOUNT</u>
Employee Only	\$835.59
Employee + One Dependent	\$1,656.98
Employee + Two or More Dependents	\$2,180.99

REGION 3:

<u>EMPLOYEE STATUS/PLAN ENROLLMENT</u>	<u>MONTHLY CREDIT AMOUNT</u>
Employee Only	\$813.63
Employee + One Dependent	\$1,613.06
Employee + Two or More Dependents	\$2,123.90

Health Insurance Cash Out Option - With proof of other medical coverage, full-time permanent employees are eligible to receive a monthly cash credit in the amount of 50% of the highest single employee medical premium credit covered by the City. This amount for 2021 for Region 2 is \$391.59 and Region 3 is \$380.61. This credit cannot be applied directly to deferred compensation; it will be considered taxable income. Because compensation for Councilmembers is fixed by state law, Councilmembers are not eligible for this option.

Health Insurance Surplus Option - For full-time permanent employees, any surplus plan credits will be considered taxable income and/or can be applied to either flexible spending account. Participants can make elections for contributions with pre-tax earnings if the cost of insurance coverages exceeds the amount of the benefit credit.

Health Care and Dependent Care Flexible Spending Accounts – permanent full-time employees have the option of participating in the City’s Health Care and Dependent Care Flexible Spending Accounts, which allows for a choice between certain benefits and taxable cash income. The annual maximum amount allowed for the Health Care Flexible Spending Account is \$2,750; the annual maximum amount allowed for the Dependent Care Flexible Spending Account is \$5,000. The employee pays for participation.

Life Insurance - for permanent full-time employees, the City contracts with VOYA Financial for which the benefit amount is three times the employees annual salary (maximum \$350,000), and \$50,000 for each Councilmember. The City agrees to pay the full cost for life insurance for permanent full-time employees, including City Councilmembers.

Short Term/Long Term Disability Insurance - the City contracts with VOYA Financial. The City agrees to pay the full cost for short term/long term disability insurance for permanent full-time employees.

Employee Assistance Program - the City contracts with MHN under California State Association of Counties. The City agrees to pay the full cost for the program premium for permanent full-time employees.

Resolution No. 2019-1646 is hereby rescinded.

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 14th day of October 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

CITY COUNCIL AGENDA REPORT

DATE: SEPTEMBER 29, 2020

TO: HONORABLE MAYOR AND COUNCILMEMBERS

**FROM: ROBERT YALDA, P.E., T.E., PUBLIC WORKS DIRECTOR/CITY ENGINEER
HEATHER MELTON, LANDSCAPE DISTRICT MAINTENANCE MANAGER**

SUBJECT: RECOMMENDATION TO APPROVE TWO ONE-YEAR PROFESSIONAL SERVICES AGREEMENTS TO VENCO WESTERN, INC. FOR THE LANDSCAPE MAINTENANCE OF THE COMMON AREAS LOCATED WITHIN THE HOMEOWNER ASSOCIATIONS: CALABASAS PARK ESTATES, ZONE 8 AND PALATINO, ZONE 14 WITHIN LANDSCAPE LIGHTING ACT DISTRICT 22 IN THE CITY OF CALABASAS IN AN AMOUNT NOT TO EXCEED \$725,000

MEETING

DATE: OCTOBER 14, 2020

SUMMARY RECOMMENDATION:

That City Council award two one-year professional services agreements (PSA) to Venco Western, Inc., for the landscape maintenance of the common areas located within specified homeowner associations within Landscape Lighting Act District 22 in the City of Calabasas, for the amounts of: Calabasas Park Estates, Zone 8, \$600,000 and Palatino, Zone 14, \$125,000 plus Consumer Price Index (CPI) increases.

In addition authorize the Landscape District Manager to approve extra landscape maintenance work as needed under the terms of the PSA with Venco Western, Inc. in an amount not to exceed the monies budgeted in the funds designated for the landscape work.

BACKGROUND:

The current contractor for landscape maintenance services at Calabasas Park Estates HOA and Palatino HOA is Venco Western, Inc. The current three-year contract expired on September 30, 2020.

As part two new one-year professional services agreements the terms and conditions will be the same as the former contract. The difference will be these agreements will be for one-year.

In April 2020, the Landscape Lighting Act District 22 Zone 8 (Calabasas Park Estate HOA) and Zone 14 (Palatino HOA) common area landscape maintenance was scheduled to go out to bid. This was placed on hold when Covid-19 pandemic occurred and the "Safe at Home" Executive order was extended by Governor Newsom. A temporary emergency professional services agreement was arranged in order to continue general landscape services for 6 additional months until September 2020. With the "Safe at Home" order still in place and the County of LA in the highest tier (Purple), staff was asked by the property manager, landscape representative, and Public Works Director to begin discussions with the current landscape company to see if it would consider a one-year contract extension at the current rate. The agreement would be with the understanding that once the County of LA Health Department lifts all Covid-19 restrictions for gatherings of more than 10 people, the common area landscape maintenance contract would go out for a formal public bid including a formal job walk with all prospective bidders and City staff.

DISCUSSION/ANALYSIS:

The scope of work in the new agreements will consist of, but is not limited to, routine landscape maintenance of landscape spaces which includes: mowing and edging of turf, removal of weeds from planters and slopes, pruning of shrubs, lowering of groundcover, fertilizing, litter pick-up, annual/perennial color changes as needed, irrigation adjustments, and raising of trees for pedestrian clearance only. These work area locations are shown on the Work Area Maps, which are included as an attachment below.

Lastly, the professional services agreements also include and account for unforeseen resident requests and emergencies such as: tree trimming, tree removal, plantings, and landscape irrigation repairs. This estimated dollar amount was calculated and included in the landscape budget in case of any such occurrence.

FISCAL IMPACT/SOURCE OF FUNDING:

The funds for the professional service agreements are utilized from the following Fund 22 assessment accounts:

Calabasas Park Estates	22-322-5712-08
Palatino	22-322-5712-14

The cost of certain additional work and emergency work is by Unit Price List and is considered to be Extra Work and not general landscape maintenance. Funding for extra work and emergency work comes from Fund 22: Landscape Maintenance District No. 22 assessment accounts designated for each LLAD 22 HOA. If funds are available, the HOAs may request to utilize them for extra work and emergency requests. This work is performed upon written approval by the City Landscape Manager.

The amount total of \$725,000.00 is broken down as follows:

Calabasas Park Estates HOA (Zone 8):	\$600,000
Palatino HOA (Zone 14):	<u>\$125,000</u>
Total Amount	\$725,000

REQUESTED ACTION:

That the City Council awards two one-year professional services agreements to Venco Western, Inc., in the total amount of \$725,000, plus the possible Consumer Price Index (CPI) increase for the continued general landscape maintenance of the common areas located within Calabasas Park Estates HOA and Palatino HOA in the Landscape Lighting Act District 22 in the City of Calabasas.

In addition, authorize the Public Works Landscape District Manager to approve additional requested work and emergency work as needed under the terms of the PSA with Venco Western, Inc. in an amount not to exceed the monies budgeted in the funds designated for the landscape work.

Breakdown of general landscape maintenance service, estimated requested additional landscape work, and estimated emergency service:

Calabasas Park Estates HOA (Zone 8):	\$600,000
Palatino HOA (Zone 14):	<u>\$125,000</u>
Total Amount	\$725,000

ATTACHMENTS:

Exhibit A: Professional Service Agreements

Exhibit B: Work Map – Calabasas Park Estates HOA

Exhibit C: Work Map – Palatino HOA

Exhibit D: Request to extend contract one year

ITEM 4 EXHIBIT A



PROFESSIONAL SERVICES AGREEMENT

CONTRACT SUMMARY

Name of Contractor:	Venco Western, Inc.
City Department in charge of Contract:	Landscape LMD 22 Calabasas Park Estates – Public Works
Contact Person for City Department:	Heather Melton
Period of Performance for Contract:	Oct 1 st 2020 to September 30 th 2021
Not to Exceed Amount of Contract:	\$600,000.00
Scope of Work for Contract:	Landscape Maintenance of common area within the Association

Insurance Requirements for Contract:

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

If yes, please provide coverage amounts: \$1,000,000.00

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

If yes, please provide coverage amounts: \$1,000,000.00

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

If yes, please provide coverage amounts:

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

If yes, please provide coverage amounts: \$1,000,000.00

Other:

Proper documentation is required and must be attached.

Initials: (City) _____ (Contractor) _____

**PROFESSIONAL SERVICES AGREEMENT
Providing for Payment of Prevailing Wages**

(City of Calabasas/ *Venco Western, Inc.*)

1. IDENTIFICATION

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

2. RECITALS

- 2.1 City has determined that it requires the following professional services from a consultant: **Landscape Maintenance of the Public Works Street Medians, Sidewalks, Parkways and Freeway Interchanges and any additional required Emergency Work and/or Extra Work within the City of Calabasas for Calabasas Park Estates.**
- 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 ***October 1st, 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 ***October 1st, 2020*** fee schedule to City attached hereto and included within Exhibit A incorporated herein by this reference.
- 3.3 “Commencement Date”: October 1st, 2020
- 3.4 “Expiration Date”: September 30th, 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 **Six hundred Thousand Dollars (\$600,000.00)** 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. **Linda Burr** 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.

- 11.2 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: **Heather Melton**
Landscape District Manager
Telephone: (818) 224-1600
Facsimile: (818) 225-7338

If to Consultant:

Venco Western, Inc.
2400 Eastman Avenue
Oxnard, CA 93030
Attn: **Linda Burr**
CEO
Telephone: (800) 350-6831
Facsimile: (805) 981-2450

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”
Venco Western, Inc.

By: _____
Alicia Weintraub, City Mayor

By: _____
Linda Burr, CEO

Date: _____

Date: _____

By: _____
Ray Taylor, Interim City Manager

Date: _____

By: _____
Robert Yalda, P.E., T.E.
Public Works Director

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
CALABASAS PARK ESTATES
SCOPE OF WORK/APPROVED FEE SCHEDULE

1. General Maintenance Agreement
1 year @ \$399,000.00 (plus potential CPI) = \$399,000.00

2. Other work as required/approved by the City
Not to exceed = \$201,000.00

Total Amount = \$600,000.00



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/31/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

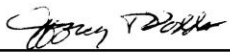
PRODUCER Tolman & Wiker Insurance Services, LLC 196 S. Fir Street PO Box 1388 Ventura CA 93002-1388		CONTACT NAME: Jenni Gomez PHONE (A/C, No, Ext): (805) 585-6161 FAX (A/C, No): (805) 585-6161 E-MAIL ADDRESS: jgomez@tolmanandwiker.com	
INSURED Venco Western Inc. 2400 Eastman Ave Oxnard CA 93030		INSURER(S) AFFORDING COVERAGE INSURER A: Admiral Ins Co NAIC # 24856 INSURER B: Travelers Prop Cas Co of Amer 25674A INSURER C: RSUI Indemnity Co 22314 INSURER D: INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 20/21 GL/AU/XS/WC/XSA **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	CA000006515-16	02/01/2020	02/01/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ EXCLUDED PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		Y	810-9931P540-20-26-G	02/01/2020	02/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$			NHA248747	02/01/2020	02/01/2021	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	UB-3P953883-19-26-G	11/01/2019	11/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	EXCESS AUTO LIABILITY			ZUP-51M94829-20-NF	02/01/2020	02/01/2021	EACH OCCURRENCE \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Landscape Maintenance of the Public Works Street Medians, Sidewalks, Parkways and Freeway Interchanges and any additional required Emergency Work and/or Extra Work within the City of Calabasas. GL: The City of Calabasas and its officers, employees, agents and volunteers are Additional Insured as respects to operations of the Named Insured per form CG20100413. This Insurance is Primary per form AD68930117. GL/AU: A Waiver of Subrogation has been added in favor of the Additional Insured per forms (GL) AD68930117, and (AU) CAT3530215. Endorsements apply only as required by current written contract on file. **GL: EXCLUDES ALL WRAP/OCIP PROJECTS

CERTIFICATE HOLDER City of Calabasas Public Works 100 Civic Center Way Calabasas CA 91302	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	--

© 1988-2015 ACORD CORPORATION. All rights reserved.

ACORD 25 (2016/03) The ACORD name and logo are registered marks of ACORD

Policy Number: CA000006515-16

AD 68 93 01 17 Effective

Date: 02/01/2020

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**CONTRACTORS ENHANCED COVERAGE
(Commercial General Liability Coverage Form)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

I. AMENDED EXCLUSIONS

NON-OWNED WATERCRAFT COVERAGE - Up to 55 feet

SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Exclusion g. Aircraft, Auto or Watercraft, Paragraph (2) is deleted in its entirety and replaced by the following:

- (2) A watercraft you do not own that is:
- (a) Less than 55 feet long; and
 - (b) Not being used to carry persons or property for a charge;

**MEDICAL PAYMENTS –
PRODUCTS-COMPLETED OPERATIONS HAZARD**

SECTION I – COVERAGES – COVERAGE C – MEDICAL PAYMENTS Exclusion f. Products-Completed Operations Hazard is deleted in its entirety.

**CONSOLIDATED (WRAP-UP) INSURANCE PROGRAM EXCLUSION
(LIMITED EXCEPTION FOR OPERATIONS AWAY FROM PROJECT LOCATION)**

The following exclusion is added to paragraph 2., Exclusions of COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I – Coverages):

This insurance does not apply to "bodily injury" or "property damage" arising out of either your ongoing operations or operations included within the "products-completed operations hazard" at any location for which a consolidated (wrap-up) insurance program has been provided by the prime contractor/project manager or owner of the construction project in which you are involved.

This exclusion applies whether or not the consolidated (wrap-up) insurance program:

- (1) Provides coverage identical to that provided by this Coverage Form;
- (2) Has limits adequate to cover all claims; or
- (3) Remains in effect.

However, if the consolidated (wrap-up) insurance program does not provide coverage for your operations that are performed away from the location of the construction project, this exclusion will not apply.

3. Limits of Insurance

a. The amount we will pay for damages is limited as described below with respect to damages covered under this endorsement:

- (1) The Aggregate Limit shown in the Schedule is the most we will pay for the sum of all damages because of "property damage";
- (2) The Each Occurrence Limit shown above is the most we will pay for the sum of all damages because of "property damage" arising out of any one "occurrence";
- (3) Supplementary Payments will reduce the Each Occurrence and Aggregate Limits of Insurance shown in the Schedule; and
- (4) All sums we pay for damages or Supplementary Payments under this endorsement will reduce the Each Occurrence Limit and the General Aggregate Limit shown in the Declarations.

4. Other Insurance

This insurance is excess over any other valid and collectible Property or Inland Marine insurance available to you, either as a Named Insured or an Additional Insured, whether primary, excess, contingent or any other basis.

**PRIMARY AND NONCONTRIBUTORY –
OTHER INSURANCE CONDITION**

(Insurance Services Office Endorsement CG 20 01 04 13)

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

(Insurance Services Office Endorsement CG 24 04 05 09)

SCHEDULE

<p>Name Of Person Or Organization: Any person or organization, but only if the following conditions are met:</p> <ol style="list-style-type: none">(1) You have expressly agreed to the waiver in a written contract; and(2) The injury or damage first occurs subsequent to the execution of the written contract.
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us of Section IV – Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

COMMERCIAL AUTO

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|---|---|
| A. BROAD FORM NAMED INSURED | H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT |
| B. BLANKET ADDITIONAL INSURED | I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT |
| C. EMPLOYEE HIRED AUTO | J. PERSONAL PROPERTY |
| D. EMPLOYEES AS INSURED | K. AIRBAGS |
| E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS | L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS |
| F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS | M. BLANKET WAIVER OF SUBROGATION |
| G. WAIVER OF DEDUCTIBLE – GLASS | N. UNINTENTIONAL ERRORS OR OMISSIONS |

PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph **c.** in **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which

this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

C. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. The following replaces Paragraph **b.** in **B.5., Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your

COMMERCIAL AUTO

permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

D. EMPLOYEES AS INSURED

The following is added to Paragraph **A.1., Who Is An Insured, of SECTION II – COVERED AUTOS LIABILITY COVERAGE:**

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph **A.2.a.(2), of SECTION II – COVERED AUTOS LIABILITY COVERAGE:**

(2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph **A.2.a.(4), of SECTION II – COVERED AUTOS LIABILITY COVERAGE:**

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph (5) in Paragraph **B.7., Policy Period, Coverage Territory, of SECTION IV – BUSINESS AUTO CONDITIONS:**

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph **C., Limits Of Insurance, of SECTION II – COVERED AUTOS LIABILITY COVERAGE.**

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph **C., Limits Of Insurance, of SECTION II – COVERED AUTOS LIABILITY COVERAGE,** and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.

(c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

COMMERCIAL AUTO

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

- (d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph D., **Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph A.4.b., **Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph A.4.a., **Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL PROPERTY

The following is added to Paragraph A.4., **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Personal Property

We will pay up to \$400 for "loss" to wearing apparel and other personal property which is:

- (1) Owned by an "insured"; and

- (2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

K. AIRBAGS

The following is added to Paragraph B.3., **Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion 3.a. does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs A.1.b. and A.1.c., but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
b. The airbags are not covered under any warranty; and
c. The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph A.2.a., of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- (a) You (if you are an individual);
(b) A partner (if you are a partnership);
(c) A member (if you are a limited liability company);
(d) An executive officer, director or insurance manager (if you are a corporation or other organization); or
(e) Any "employee" authorized by you to give notice of the "accident" or "loss".

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph A.5., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

COMMERCIAL AUTO

such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph **B.2., Concealment, Misrepresentation, Or Fraud**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

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

PROFESSIONAL SERVICES AGREEMENT

CONTRACT SUMMARY

Name of Contractor:	Venco Western, Inc.
City Department in charge of Contract:	Landscape LMD 22 Palatino – Public Works
Contact Person for City Department:	Heather Melton
Period of Performance for Contract:	Oct 1 st 2020 to September 30 th 2021
Not to Exceed Amount of Contract:	\$125,000.00
Scope of Work for Contract:	Landscape Maintenance of common area within the Association

Insurance Requirements for Contract:

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

If yes, please provide coverage amounts: \$1,000,000.00

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

If yes, please provide coverage amounts: \$1,000,000.00

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

If yes, please provide coverage amounts:

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

If yes, please provide coverage amounts: \$1,000,000.00

Other:

Proper documentation is required and must be attached.

Initials: (City) _____ (Contractor) _____

**PROFESSIONAL SERVICES AGREEMENT
Providing for Payment of Prevailing Wages**

(City of Calabasas/ *Venco Western, Inc.*)

1. IDENTIFICATION

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

2. RECITALS

- 2.1 City has determined that it requires the following professional services from a consultant:
: **Landscape Maintenance of the Public Works Street Medians, Sidewalks, Parkways and Freeway Interchanges and any additional required Emergency Work and/or Extra Work within the City of Calabasas for Palatino.**
- 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 **October 1st, 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 **October 1st, 2020** fee schedule to City attached hereto and included within Exhibit A incorporated herein by this reference.
- 3.3 “Commencement Date”: October 1st, 2020
- 3.4 “Expiration Date”: September 30th, 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 Twenty Five Thousand Dollars (\$ 125,000.00)** 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. **Linda Burr** 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

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.

- 11.2 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: **Heather Melton**
Landscape District Manager
Telephone: (818) 224-1600
Facsimile: (818) 225-7338

If to Consultant:

Venco Western, Inc.
2400 Eastman Avenue
Oxnard, CA 93030
Attn: **Linda Burr**
CEO
Telephone: (800) 350-6831
Facsimile: (805) 981-2450

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”
Venco Western, Inc.

By: _____
Alicia Weintraub, City Mayor

By: _____
Linda Burr, CEO

Date: _____

Date: _____

By: _____
Ray Taylor, Interim City Manager

Date: _____

By: _____
Robert Yalda, P.E., T.E.
Public Works Director

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
PALATINO
SCOPE OF WORK/APPROVED FEE SCHEDULE**

1. General Maintenance Agreement
1 year @ \$50,000.00 (plus potential CPI) = \$50,000.00

2. Other work as required/approved by the City
Not to exceed = \$75,000.00

Total Amount = \$125,000.00

Professional Services Agreement
 Providing for Payment of Prevailing Wages
 City of Calabasas// Venco Western, Inc.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
 01/31/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Tolman & Wiker Insurance Services, LLC 196 S. Fir Street PO Box 1388 Ventura CA 93002-1388		CONTACT NAME: Jenni Gomez PHONE (A/C, No, Ext): (805) 585-6161 FAX (A/C, No): (805) 585-6161 E-MAIL ADDRESS: jgomez@tolmanandwiker.com	
INSURED Venco Western Inc. 2400 Eastman Ave Oxnard CA 93030		INSURER(S) AFFORDING COVERAGE	
		INSURER A : Admiral Ins Co	NAIC # 24856
		INSURER B : Travelers Prop Cas Co of Amer	25674A
		INSURER C : RSUI Indemnity Co	22314
		INSURER D :	
		INSURER E :	
		INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 20/21 GL/AU/XS/WC/XSA **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	CA000006515-16	02/01/2020	02/01/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ EXCLUDED PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY		Y	810-9931P540-20-26-G	02/01/2020	02/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			NHA248747	02/01/2020	02/01/2021	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	UB-3P953883-19-26-G	11/01/2019	11/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	EXCESS AUTO LIABILITY			ZUP-51M94829-20-NF	02/01/2020	02/01/2021	EACH OCCURRENCE \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: Landscape Maintenance of the Public Works Street Medians, Sidewalks, Parkways and Freeway Interchanges and any additional required Emergency Work and/or Extra Work within the City of Calabasas. GL: The City of Calabasas and its officers, employees, agents and volunteers are Additional Insured as respects to operations of the Named Insured per form CG20100413. This Insurance is Primary per form AD68930117. GL/AU: A Waiver of Subrogation has been added in favor of the Additional Insured per forms (GL)AD68930117, and (AU) CAT3530215. Endorsements apply only as required by current written contract on file. **GL: EXCLUDES ALL WRAP/OCIP PROJECTS

CERTIFICATE HOLDER City of Calabasas Public Works 100 Civic Center Way Calabasas CA 91302	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	--

Policy Number: CA000006515-16

AD 68 93 01 17 Effective

Date: 02/01/2020

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**CONTRACTORS ENHANCED COVERAGE
(Commercial General Liability Coverage Form)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

I. AMENDED EXCLUSIONS

NON-OWNED WATERCRAFT COVERAGE - Up to 55 feet

SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Exclusion **g.** Aircraft, Auto or Watercraft, Paragraph (2) is deleted in its entirety and replaced by the following:

- (2) A watercraft you do not own that is:
- (a) Less than 55 feet long; and
 - (b) Not being used to carry persons or property for a charge;

**MEDICAL PAYMENTS –
PRODUCTS-COMPLETED OPERATIONS HAZARD**

SECTION I – COVERAGES – COVERAGE C – MEDICAL PAYMENTS Exclusion **f.** Products-Completed Operations Hazard is deleted in its entirety.

**CONSOLIDATED (WRAP-UP) INSURANCE PROGRAM EXCLUSION
(LIMITED EXCEPTION FOR OPERATIONS AWAY FROM PROJECT LOCATION)**

The following exclusion is added to paragraph 2., Exclusions of COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I – Coverages):

This insurance does not apply to "bodily injury" or "property damage" arising out of either your ongoing operations or operations included within the "products-completed operations hazard" at any location for which a consolidated (wrap-up) insurance program has been provided by the prime contractor/project manager or owner of the construction project in which you are involved.

This exclusion applies whether or not the consolidated (wrap-up) insurance program:

- (1) Provides coverage identical to that provided by this Coverage Form;
- (2) Has limits adequate to cover all claims; or
- (3) Remains in effect.

However, if the consolidated (wrap-up) insurance program does not provide coverage for your operations that are performed away from the location of the construction project, this exclusion will not apply.

II. AMENDED COVERAGES

KNOWLEDGE OF OCCURRENCE

The following paragraph is added to Section IV – Commercial General Liability Conditions Paragraph 2. Duties In The Event Of Occurrence, Offense, Claim or Suit:

Notice of an “occurrence” which may result in a claim under this insurance shall be given as soon as practicable after knowledge of the “occurrence” has been reported to you, one of your “executive officers”, or any “employee” authorized by you to give or receive notice of an “occurrence”.

UNINTENTIONAL ERRORS AND OMISSIONS

The following paragraph is added to Section IV – Commercial General Liability Conditions Paragraph 6. Representations: However, the unintentional omission of, or unintentional error in, any information given or provided by you shall not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our right of cancellation or non-renewal.

III. ADDED COVERAGES

PERSONAL PROPERTY OF OTHERS IN YOUR CARE, CUSTODY OR CONTROL – LIMITED COVERAGE

SCHEDULE

Sub-Limits of Insurance:

\$10,000 Each Occurrence (Included in the Each Occurrence Limit shown in the Declarations)

\$10,000 Aggregate (Included in the General Aggregate Limit shown in the Declarations)

The Sub-Limits of Insurance shown above are included within and not in addition to the Each Occurrence Limit and the General Aggregate Limit shown in the Declarations.

Supplementary Payments will reduce the Each Occurrence and Aggregate Sub-Limits of Insurance shown above.

It is agreed COMMERCIAL GENERAL LIABILITY COVERAGE FORM - SECTION I – COVERAGE A Exclusion j. (4) is deleted, but only with respect to personal property of others in the care, custody or control of the Named Insured, subject to the following exclusions, conditions and limitations.

1. Exclusions

This insurance does not apply to:

- a. “Property damage” arising out of operations performed on behalf of the Named Insured by others;
- b. “Property damage” arising out of an “occurrence” at premises owned, rented, leased, operated, occupied or used by you;
- c. “Property damage” to property while in transit;
- d. “Property damage” arising out of any error, omission or deficiency in the design, specifications, workmanship or materials of the personal property in the Named Insured’s care, custody or control;
- e. “Property damage” arising out of delay, loss of market, loss of use, loss of profits, or any similar indirect or consequential loss of any kind;
- f. “Property damage” included within the “products-completed operations hazard”; or
- g. Damages exceeding the actual cash value of the personal property in the care, custody or control of the Named Insured at the time of the “occurrence.”

2. Conditions

Our right and duty to defend ends when we have used up the applicable sub-limit of insurance in the payment of judgments or settlements or Supplementary Payments under the insurance provided by this endorsement.

3. Limits of Insurance

a. The amount we will pay for damages is limited as described below with respect to damages covered under this endorsement:

- (1) The Aggregate Limit shown in the Schedule is the most we will pay for the sum of all damages because of "property damage";
- (2) The Each Occurrence Limit shown above is the most we will pay for the sum of all damages because of "property damage" arising out of any one "occurrence";
- (3) Supplementary Payments will reduce the Each Occurrence and Aggregate Limits of Insurance shown in the Schedule; and
- (4) All sums we pay for damages or Supplementary Payments under this endorsement will reduce the Each Occurrence Limit and the General Aggregate Limit shown in the Declarations.

4. Other Insurance

This insurance is excess over any other valid and collectible Property or Inland Marine insurance available to you, either as a Named Insured or an Additional Insured, whether primary, excess, contingent or any other basis.

**PRIMARY AND NONCONTRIBUTORY –
OTHER INSURANCE CONDITION**

(Insurance Services Office Endorsement CG 20 01 04 13)

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

(Insurance Services Office Endorsement CG 24 04 05 09)

SCHEDULE

<p>Name Of Person Or Organization: Any person or organization, but only if the following conditions are met:</p> <ol style="list-style-type: none">(1) You have expressly agreed to the waiver in a written contract; and(2) The injury or damage first occurs subsequent to the execution of the written contract.
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us of Section IV – Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

COMMERCIAL AUTO

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|---|---|
| A. BROAD FORM NAMED INSURED | H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT |
| B. BLANKET ADDITIONAL INSURED | I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT |
| C. EMPLOYEE HIRED AUTO | J. PERSONAL PROPERTY |
| D. EMPLOYEES AS INSURED | K. AIRBAGS |
| E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS | L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS |
| F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS | M. BLANKET WAIVER OF SUBROGATION |
| G. WAIVER OF DEDUCTIBLE – GLASS | N. UNINTENTIONAL ERRORS OR OMISSIONS |

PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph **c.** in **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which

this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

C. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. The following replaces Paragraph **b.** in **B.5., Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your

COMMERCIAL AUTO

permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

D. EMPLOYEES AS INSURED

The following is added to Paragraph **A.1, Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph **A.2.a.(2)**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph **A.2.a.(4)**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph (5) in Paragraph **B.7., Policy Period, Coverage Territory**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph **C., Limits Of Insurance**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**.

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph **C., Limits Of Insurance**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.

(c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

COMMERCIAL AUTO

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

- (d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph D., **Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph A.4.b., **Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph A.4.a., **Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL PROPERTY

The following is added to Paragraph A.4., **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Personal Property

We will pay up to \$400 for "loss" to wearing apparel and other personal property which is:

- (1) Owned by an "insured"; and

- (2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

K. AIRBAGS

The following is added to Paragraph B.3., **Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion 3.a. does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs A.1.b. and A.1.c., but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- b. The airbags are not covered under any warranty; and
- c. The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph A.2.a., of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- (a) You (if you are an individual);
- (b) A partner (if you are a partnership);
- (c) A member (if you are a limited liability company);
- (d) An executive officer, director or insurance manager (if you are a corporation or other organization); or
- (e) Any "employee" authorized by you to give notice of the "accident" or "loss".

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph A.5., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

Professional Services Agreement
Providing for Payment of Prevailing Wages
City of Calabasas// Venco Western, Inc.

COMMERCIAL AUTO

such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph **B.2., Concealment, Misrepresentation, Or Fraud**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

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)

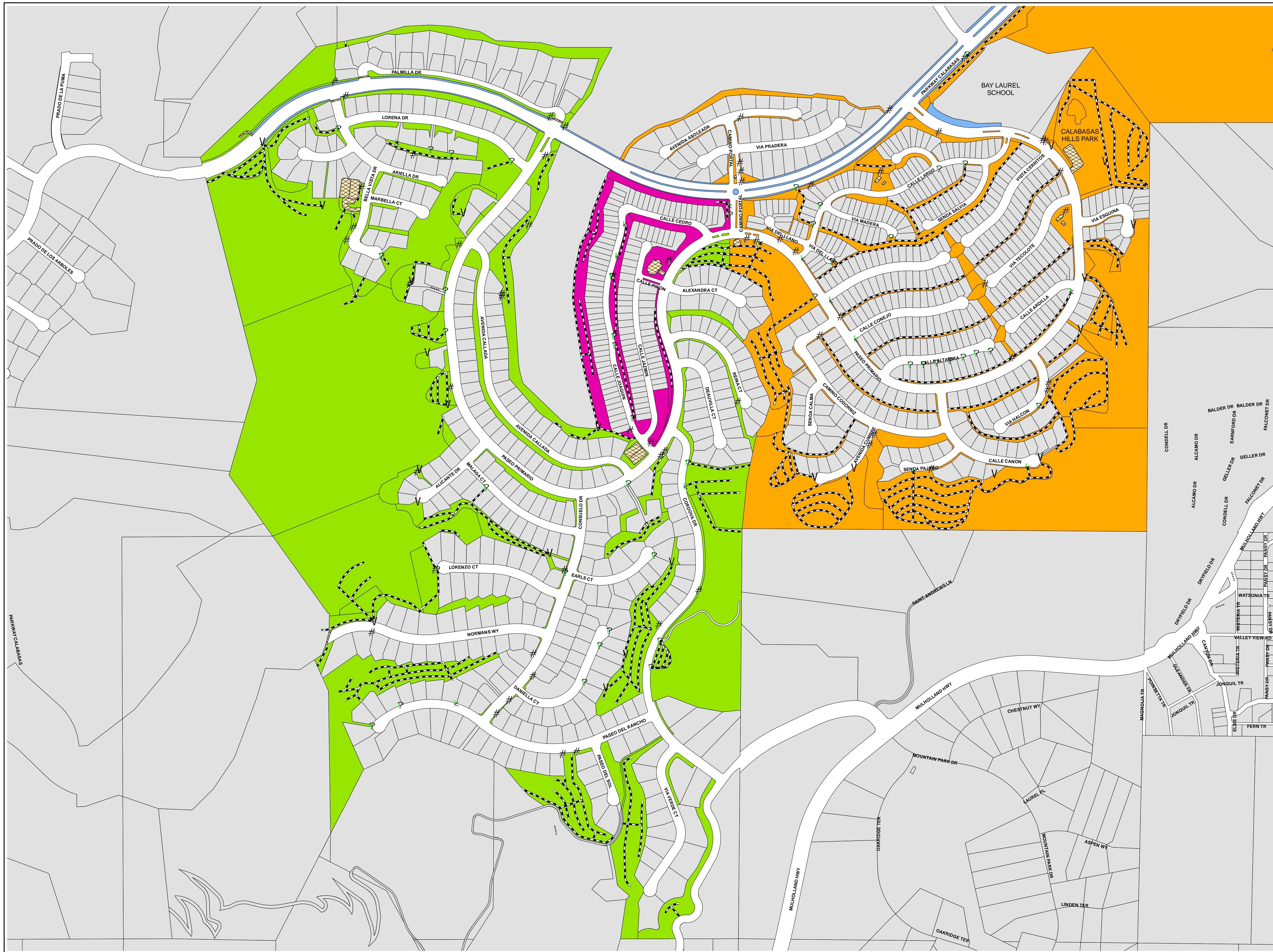
(Title)

Attest:

By:

(Signature)

(Title)



CITY of CALABASAS

LANDSCAPE MAINTENANCE DISTRICT 22

ZONE 8
CALABASAS PARK ESTATES

LEGEND/KEY

LANDSCAPE MAINTENANCE AREAS

- PARCELS/PRIVATE PROPERTY
- BELLAGIO HOA
- CALABASAS COUNTRY ESTATES HOA
- CALABASAS HILLS AND ESTATES HOA
- CALABASAS PARK HOA
- CALABASAS PARK ESTATES HOA
- CLAIRIDGE HOA
- LAS VILLAS HOA
- OAK CREEK HOA
- OAK PARK HOA
- PALATINO HOA
- PARK SORRENTO HOA
- THE RIDGE HOA
- VISTA POINTE HOA
- WESTRIDGE HOA
- CBA-1 - ASSOCIATION PARK
- CBA-2 - McCOY CREEK
- CBA-4 - VARIOUS PARKWAYS
- CBA-5 - PARKWAY CALABASAS
- CALABASAS ROAD - COMMERCIAL DISTRICT
- CALABASAS ROAD - OLD TOWN
- CALABASAS LAKE

IRRIGATION CONTROLLERS/DEVICES

- # CALSENSE
- # DIG
- # IRRI-TROL
- # LEIT
- # RAIN BIRD
- # STERLING
- - - V_DITCHES
- V STORM DRAIN INLET
- ⋈ CATCHBASIN INLET
- ⊙ CURB DRAIN
- ▣ STRUCTURES
- HORSE TRAIL

NOT TO SCALE

EXHIBIT B - WORK MAP CALABASAS PARK ESTATES HOA



CITY of CALABASAS

LANDSCAPE
MAINTENANCE
DISTRICT 22

ZONE 8
CALABASAS
PARK ESTATES

LEGEND/KEY

LANDSCAPE MAINTENANCE AREAS

- PARCELS/PRIVATE PROPERTY
- BELLAGIO HOA
- CALABASAS COUNTRY ESTATES HOA
- CALABASAS HILLS AND ESTATES HOA
- CALABASAS PARK HOA
- CALABASAS PARK ESTATES HOA
- CLAIRIDGE HOA
- LAS VILLAS HOA
- OAK CREEK HOA
- OAK PARK HOA
- PALATINO HOA
- PARK SORRENTO HOA
- THE RIDGE HOA
- VISTA POINTE HOA
- WESTRIDGE HOA
- CBA-1 - ASSOCIATION PARK
- CBA-2 - McCOY CREEK
- CBA-4 - VARIOUS PARKWAYS
- CBA-5 - PARKWAY CALABASAS
- CALABASAS ROAD - COMMERCIAL DISTRICT
- CALABASAS ROAD - OLD TOWN
- CALABASAS LAKE

IRRIGATION CONTROLLERS/DEVICES

- # CALSENSE
- # DIG
- # IRRI-TROL
- # LEIT
- # RAIN BIRD
- # STERLING
- - - V_DITCHES
- V STORM DRAIN INLET
- < CATCHBASIN INLET
- ? CURB DRAIN
- ▣ STRUCTURES
- ≡ HORSE TRAIL

É NOT TO SCALE

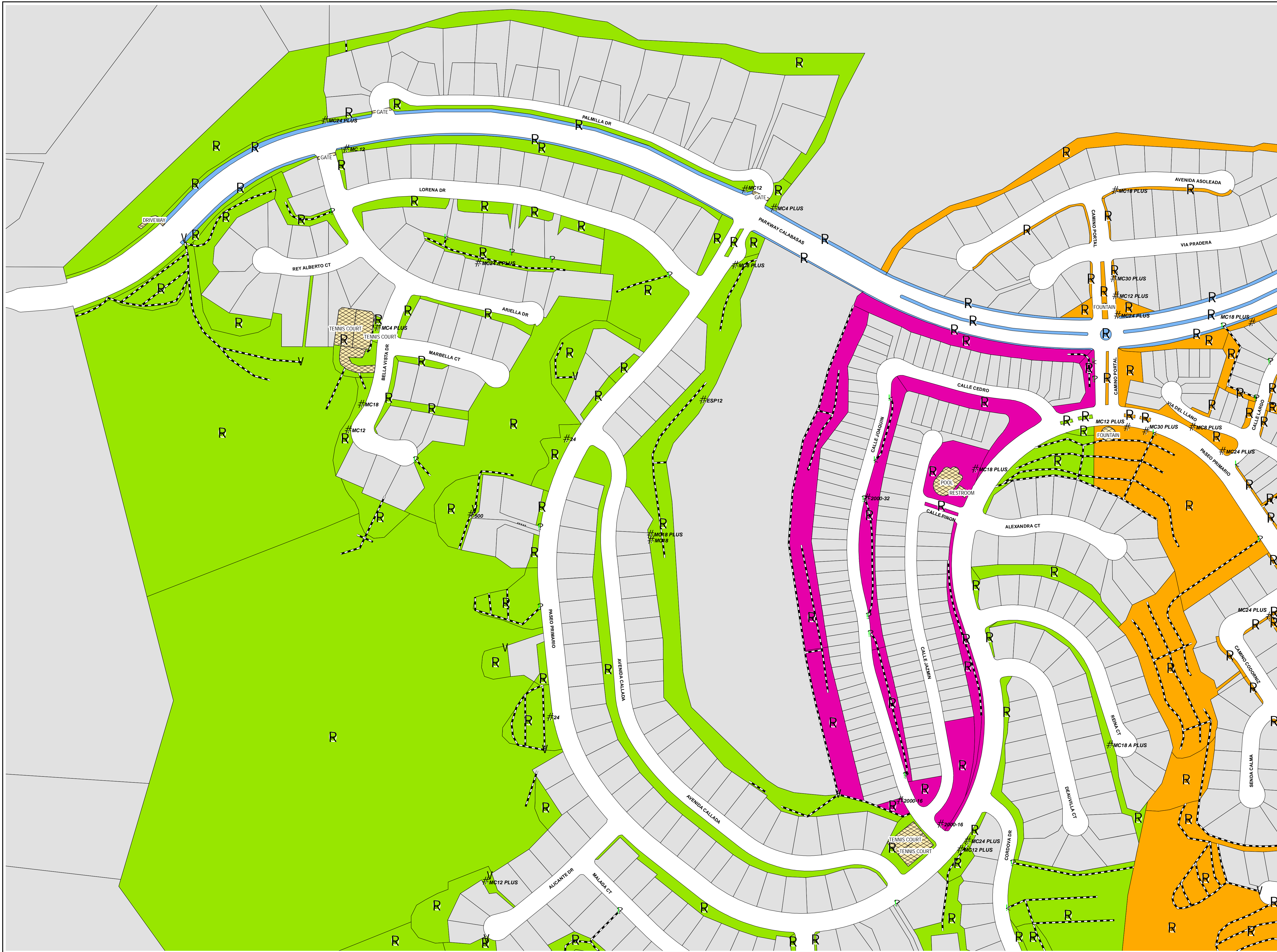
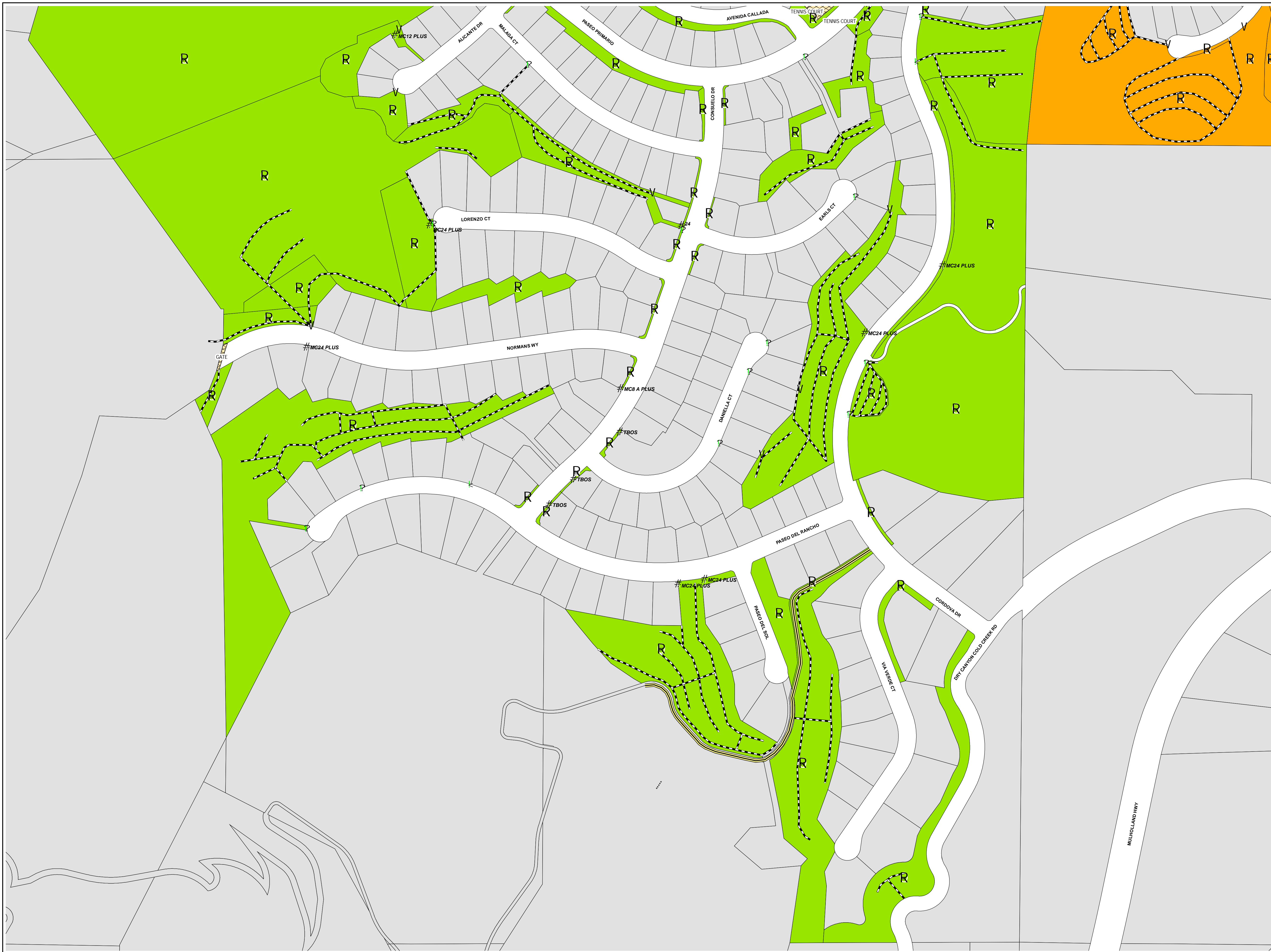


EXHIBIT B - WORK MAP CALABASAS PARK ESTATES HOA



CITY of CALABASAS

LANDSCAPE
MAINTENANCE
DISTRICT 22

ZONE 8
CALABASAS
PARK ESTATES

LEGEND/KEY

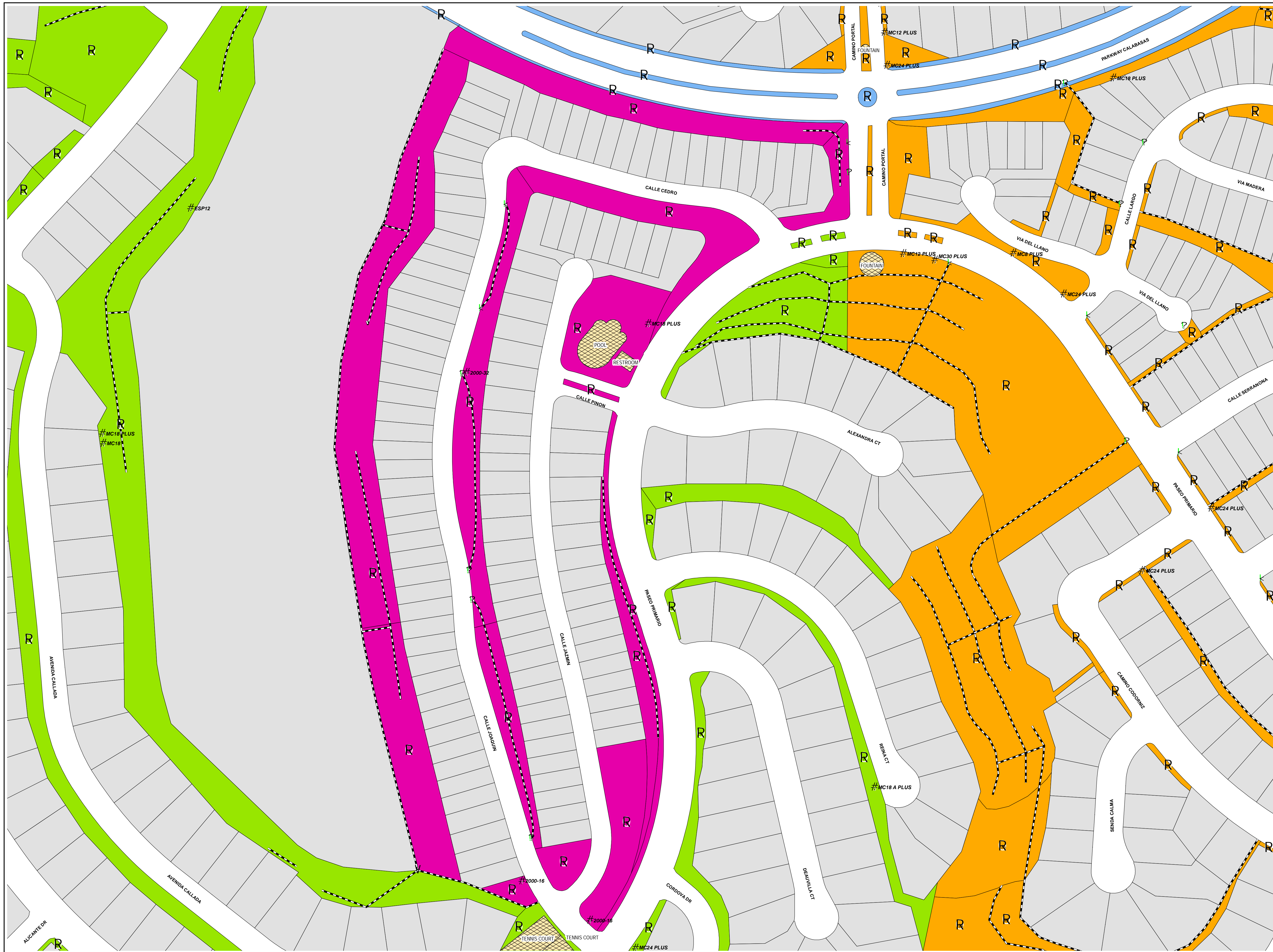
LANDSCAPE MAINTENANCE AREAS

- PARCELS/PRIVATE PROPERTY
- BELLAGIO HOA
- CALABASAS COUNTRY ESTATES HOA
- CALABASAS HILLS AND ESTATES HOA
- CALABASAS PARK HOA
- CALABASAS PARK ESTATES HOA
- CLAIRIDGE HOA
- LAS VILLAS HOA
- OAK CREEK HOA
- OAK PARK HOA
- PALATINO HOA
- PARK SORRENTO HOA
- THE RIDGE HOA
- VISTA POINTE HOA
- WESTRIDGE HOA
- CBA-1 - ASSOCIATION PARK
- CBA-2 - McCOY CREEK
- CBA-4 - VARIOUS PARKWAYS
- CBA-5 - PARKWAY CALABASAS
- CALABASAS ROAD - COMMERCIAL DISTRICT
- CALABASAS ROAD - OLD TOWN
- CALABASAS LAKE

IRRIGATION CONTROLLERS/DEVICES

- # CALSENSE
- # DIG
- # IRRI-TROL
- # LEIT
- # RAIN BIRD
- # STERLING
- V_DITCHES
- V STORM DRAIN INLET
- K CATCHBASIN INLET
- Q CURB DRAIN
- STRUCTURES
- HORSE TRAIL

NOT TO
SCALE



CITY of CALABASAS

LANDSCAPE
MAINTENANCE
DISTRICT 22

ZONE 14
PALATINO

LEGEND/KEY

LANDSCAPE MAINTENANCE AREAS

- PARCELS/Private PROPERTY
- BELLAGIO HOA
- CALABASAS HILLS AND ESTATES HOA
- CALABASAS PARK HOA
- CALABASAS PARK ESTATES HOA
- CLAIRIDGE HOA
- LAS VILLAS HOA
- OAK CREEK HOA
- OAK PARK HOA
- PALATINO HOA
- PARK SORRENTO HOA
- THE RIDGE HOA
- VISTA POINTE HOA
- WESTRIDGE HOA
- CBA-1 - ASSOCIATION PARK
- CBA-2 - MCCOY CREEK
- CBA-4 - VARIOUS PARKWAYS
- CBA-5 - PARKWAY CALABASAS
- CALABASAS ROAD - COMMERCIAL DISTRICT
- CALABASAS ROAD - OLD TOWN
- CALABASAS LAKE

IRRIGATION CONTROLLERS/DEVICES

- CALSENSE
- DIG
- IRRI-TROL
- LEIT
- RAIN BIRD
- STERLING
- V_DITCHES
- STORM DRAIN INLET
- CATCHBASIN INLET
- CURB DRAIN
- STRUCTURES
- HORSE TRAIL

NOT TO
SCALE

ITEM 4 EXHIBIT D - REQUEST TO EXTEND CONTRACT ONE YEAR

Heather Melton

From: Ida Worth <idaworth@rossmorganco.com>
Sent: Thursday, September 10, 2020 10:35 AM
To: Heather Melton; Fedra Tamaddon
Subject: RE: CPE - Contract

Fedra and I spoke and would like for you to see if the Venco contract can be extended at this time in light of the current situation.

Thanks much, Heather.

Ida Worth, CMCA, AMS
Community Association Manager
Vice President / General Manager

Ross Morgan & Company, Inc., AAMC®
"An Accredited Association Management Company"
23901 Calabasas Road, Suite 2004
Calabasas, CA 91302
idaworth@rossmorganco.com
(818) 225-9191 x 103
(818) 591-3044 Fax Line
www.rossmorganco.com



Notice: This e-mail and any files transmitted with it are confidential and intended solely for the use of the individual(s) or entity to whom they are addressed. If an addressing or transmission error has misdirected the e-mail, please notify the author by replying to this message and delete this e-mail from your system. If you are not the intended recipient you are notified that disclosing, copying, distributing or taking any action in reliance on the contents of this information is strictly prohibited.

From: Heather Melton [mailto:hmelton@cityofcalabasas.com]
Sent: Tuesday, September 01, 2020 11:51 AM
To: Ida Worth <idaworth@rossmorganco.com>; Fedra Tamaddon <fedratam@gmail.com>
Subject: CPE - Contract

Hello Ida

Sorry to bother you. The contract for landscape maintenance with Venco Western will be expiring on September 30th 2020. We did the extension because of the Covid-19, however who would of thought it would still be occurring. Since I cannot do large meetings we can still take it out to bid and contractors will need to send in their questions and the City will address them the best we can. We have the maps and we would just do a more informal meeting with no drive through. Contractors will have to do view the areas independently. Or, we can do another extension (if Venco agrees) and hope this ends so a formal drive-through bidding process can be done. Let me know your thoughts.

Thank you
Heather
City of Calabassa



CITY of CALABASAS
CITY COUNCIL AGENDA REPORT

DATE: OCTOBER 5, 2020

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: ROBERT YALDA, P.E., T.E., PUBLIC WORKS DIRECTOR/CITY ENGINEER
HEATHER MELTON, LANDSCAPE MANAGER

SUBJECT: RECOMMENDATION TO APPROVE A TWO-YEAR PROFESSIONAL SERVICES AGREEMENT WITH SEPRO MARINE BIO, LLC DBA MARINE BIOCHEMISTS, TO PROVIDE DAILY MAINTENANCE SERVICES TO CALABASAS LAKE AND LAKE EQUIPMENT REPAIR OR REPLACEMENT IN AN AMOUNT NOT TO EXCEED \$381,248

MEETING
DATE: OCTOBER 14, 2020

SUMMARY RECOMMENDATION:

Recommendation to approve a two-year professional services agreement to SePRO Marine Bio, LLC dba Marine Biochemists, to provide Calabasas Lake with daily maintenance services in addition to as-needed lake equipment or replacement in an amount not to exceed \$381,248.00.

BACKGROUND:

Calabasas Lake is a man-made structure. It is 20 acres, has a depth of approximately 4½ feet deep, and when filled to capacity, retains approximately 20 million gallons of water.

Marine Biochemists, which was recently acquired on Friday, October 3, 2020 by SePRO Marine Bio, LLC, has been the maintenance contractor for Calabasas Lake

since 1993. During this time the only cost addition occurred in September 2005, when city staff requested the addition of weekend maintenance service.

Marine Biochemists continues to demonstrate the resource management skill, knowledge, expertise, and ability to manage Calabasas Lake in the manner required by the City. Because of this, the City has determined that Marine Biochemists is the sole-source provider, per City of Calabasas Municipal Code, Title 3, §3.40 Purchasing System, Subsection 3.40.090.

DISCUSSION/ANALYSIS:

Marine Biochemists has agreed to continue the on-going maintenance services, replacement equipment and as needed repairs for Calabasas Lake for a period of two years at the same rate per the previous agreement at \$11,730.00 per month, or \$140,760.00 per year for lake maintenance.

In addition, costs to repair or replace lake aeration equipment is expected to remain approximately the same as in prior year costs. Maintenance, repair and replacement of lake aeration equipment is billed on a Time and Material (T & M) basis. Based on past history this cost it is not anticipated to exceed \$25,000 per year.

Yearly maintenance plus additional repairs and replacement will total \$165,760 per year for a contract amount not to exceed \$381,248 for two years.

Because of the length of time of the prior professional services agreement, the City Attorney had recommended a new professional services agreement with Marine Biochemists utilizing the current lake maintenance contractor, as a sole source provider. In addition, the Property Manager of Calabasas Lake has requested that Marine Biochemists continue to provide services for Calabasas Lake per their correspondence to staff, as stated in Attachment B.

FISCAL IMPACT/SOURCE OF FUNDING:

The cost for 7 days per week, 8 hours per day lake maintenance is \$11,730 per month or \$140,760 per year. These funds come from existing budgeted Fund 326-LMD #22 Ad Valorem/CBA monies.

Maintenance, repair and replacement of lake aeration equipment is billed on a Time and Material (T & M) basis. Based on past experience this cost is not expected to exceed \$25,000 per year.

The total per-year cost is \$165,760 plus a 15% contingency of the total cost in the amount of \$49,728 for any additional or unforeseen serves/equipment that

may be required for a total amount not to exceed \$381,248.00. These funds come from existing budgeted monies from Fund 21.

REQUESTED ACTION:

City Council approve a two-year professional services agreement with SePRO Marine Bio, LLC dba Marine Biochemists, to provide Calabasas Lake with daily maintenance services in addition to as-needed lake equipment or replacement in an amount not to exceed \$381,248.

ATTACHMENTS:

Attachment A: Professional Services Agreement from 2017-2020

Attachment B: Correspondence from CPHA Property Manager, Ida Worth of Ross Morgan and Co.

Attachment C: Professional Services Agreement for a two-year term 2020-2022

ITEM 5 ATTACHMENT A

**PROFESSIONAL SERVICES AGREEMENT
Providing for Payment of Prevailing Wages**

(City of Calabasas/ *Arch Chemicals, Inc. d/b/a Marine Biochemists*)

1. IDENTIFICATION

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into by and between the City of Calabasas, a California municipal corporation ("City"), and **Arch Chemicals, Inc. d/b/a Marine Biochemists, a Virginia corporation** ("Consultant").

2. RECITALS

- 2.1 City has determined that it requires the following professional services from a consultant: **Maintenance of Calabasas Lake.**
- 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 **August 16, 2017** 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 **August 16, 2017** fee schedule to City attached hereto as Exhibit A and incorporated herein by this reference.
- 3.3 "Commencement Date": November 1, 2017.
- 3.4 "Expiration Date": October 31, 2020.
- 3.5

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.

Initials: (City) 

(Contractor) 

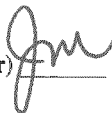
5. CONSULTANT'S SERVICES

- 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 **Four Hundred Ninety Seven Thousand Two Hundred Eighty Dollars (\$497,280.00)** 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. **Curt Cress** 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

Initials: (City)



(Contractor)



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

Initials: (City)



(Contractor)



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.

Initials: (City)

BT

(Contractor)

Jac

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

Professional Services Agreement
Providing for Payment of Prevailing Wages
City of Calabasas/Arch Chemicals Inc. d/b/a Marine Biochemists

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 Pollution Liability 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

Initials: (City)

(Contractor)

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.

- 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

Initials: (City) ET

(Contractor) JM

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: **Heather Melton,**
Landscape Manager
Telephone: (818) 224-1600
Facsimile: (818) 225-7338

If to Consultant:

Arch Chemicals Inc. d/b/a
Marine Biochemists
2940 E. La Jolla St, Unit B
Anaheim, CA 92806
Attn: **Curt Cress, Branch**
Manager/Aquatic Biologist
Telephone: (714) 632-5253
Facsimile: (714) 632-3419

With courtesy copy to:

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

Initials: (City)

(Contractor)

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.

Professional Services Agreement
Providing for Payment of Prevailing Wages
City of Calabasas/Arch Chemicals Inc. d/b/a Marine Biochemists

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

By: 
Mary Sue Maurer, Mayor

Date: 11-8-17

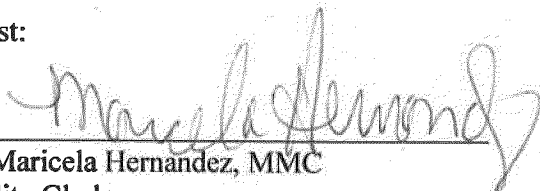
“Consultant”

Arch Chemicals Inc. d/b/a Marine Biochemists

By: 
Jonathan Lister, Sr. Business Director Global
Water Treatment ICM


Date: OCT. 12, 2017

Attest:

By: 
Maricela Hernandez, MMC
City Clerk

Date: 11/8/17

Approved as to form:

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

Date: 11-8-17

**EXHIBIT A
SCOPE OF WORK**

Exhibit A

Marine Biochemists

a business of Chemicals Inc.
2940 E. La Jolla St., Anaheim, CA. 92806
714/632-5253 714/632-3419 Fax
www.marinebiochemists.com

August 16, 2017

Heather Melton
City of Calabasas
100 Civic Center Way
Calabasas, CA 91302

RE: Calabasas Lake Maintenance-Contract Extension

Marine Biochemists agrees to extend the current lake maintenance contract for two years at the same costs as currently in place. The current contract provides seven (7) days per week service at a total cost of \$11,730.00/month and includes the following schedule:

- | | |
|--|-------------|
| 1. Aquatic Plant Control (algae, submerged, floating and emergent weeds) | As Needed |
| 2. Insect control (midge or mosquitoes) | As Needed |
| 3. Water Quality-Data collection and Reporting (monthly collection) | Annual |
| 4. Debris Removal-Lake surface debris and beach area | Twice Daily |
| 5. Beach maintenance-Rake and groom sand | Weekly |
| 6. Water Level-Monitor lake water level | Daily |
| 7. General maintenance and cleaning: | |
| a. Aeration systems filters | Weekly |
| b. Storage Area | Daily |
| c. Aeration motor vaults | Monthly |

The above services include all labor, equipment and chemicals

The following services are not included in monthly service costs: Electrical and mechanical parts associated with equipment repairs and labor rates for repairing or replacing pumps, motors or electrical systems. The following labor rate applies to equipment repair and maintenance:

1. Mechanic - \$125.00/Hr.
2. Mechanic's helper if needed - \$50.00/Hr.
3. All bids for equipment replacement will not be completed without written authorization from the Calabasas Park Landscape District or the Calabasas Park HOA and shall include a schedule for repairs and associated parts, labor and tax costs.

A copy of our new insurance certificate is being forwarded directly to you from our insurance carrier.

Sincerely,

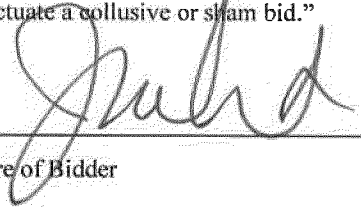
Curt Cress
Branch Manager
Marine Biochemists

NON-COLLUSION AFFIDAVIT

GEORGIA
State of ~~California~~)
FORSYTH) ss.
County of ~~Los Angeles~~)

JNR MAECUR

JONATHAN LISZKA, being first duly sworn, deposes and says that he or she is GLOBAL WARE of ARCH CHEMICALS INC, 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

1200 Bluegrass Pkwy
ALPHARETTA, GA 30004

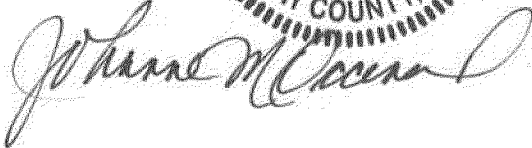
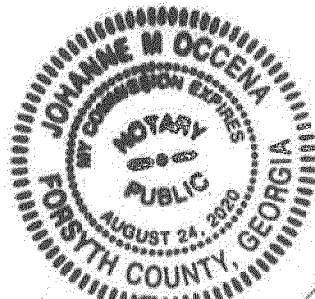
Business Address

Place of Residence

Subscribed and sworn to before me this 12 day of OCT, 2017

Notary Public in and for the County
of FORSYTH
State of GEORGIA

My Commission Expires Aug. 24, 2020



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: 10/12/2017

(Contractor) ARCH CHEMICALS, INC.

By:

(Signature)



(Title)

SNR DIRECTOR GLOBAL WATER

Attest:

By:

(Signature)

(Title)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/29/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis of Massachusetts, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: PHONE (A/C, No, Ext): 1-877-945-7378		FAX (A/C, No): 1-888-467-2378
	E-MAIL ADDRESS: certificates@willis.com		
INSURED Marine Biochemists of California c/o Arch Chemicals, Inc. 2940 E. La Jolla St., Unit B Anaheim, CA 92806 USA	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: HDI Global Insurance Company		41343
	INSURER B: ACE American Insurance Company		22667
	INSURER C: Indemnity Insurance Company of North America		43575
	INSURER D: Illinois Union Insurance Company		27960
	INSURER E:		
INSURER F:			

COVERAGES

CERTIFICATE NUMBER: W2852620

REVISION NUMBER:


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL JNSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	Y	N	GLD12510-04	07/01/2017	07/01/2018	EACH OCCURRENCE \$ 2,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 2,000,000
GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:							GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
B	AUTOMOBILE LIABILITY	Y	N	ISAH09061769	07/01/2017	07/01/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000
	<input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY						BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY						BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$							EACH OCCURRENCE \$ AGGREGATE \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N/A	WLRC64416704	07/01/2017	07/01/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
D	Contractor's Pollutions Liabilit	N	N	CPM G27416317 002	07/01/2017	07/01/2018	Per Condition 1,000,000
							Aggregate All Cond. 2,000,000
							Retention Per Cond 25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Calabasas, its officers, agents, employees, Landscape Maintenance District No. 22 (LMD 22), and Landscape Lighting Act District No. 22 (LLAD 22) are included as Additional Insureds with respects to General Liability and Auto Liability as required by written contract.

CERTIFICATE HOLDER**CANCELLATION**

THE CITY OF CALABASAS 100 CIVIC CENTER WAY Calabasas, CA 91302	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

© 1988-2015 ACORD CORPORATION. All rights reserved.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
CITY OF CALABASAS	100 CIVIC CANTER WAY CALABASAS, CA 91302

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

From: Heather Melton
Sent: Wednesday, September 23, 2020 11:28 AM
To: Robert Yalda; Anna Ford
Subject: Calabasas Lake - CPHA - Wishes to Continue with Marine Bio

Importance: High

Hello Robert and Anna

Below is the email from Ida Worth stating that CPHA wishes to continue with Marine Biochemists.

Thanks- Heather

From: Ida Worth <idaworth@rossmorganco.com>
Sent: Wednesday, September 23, 2020 11:17 AM
To: Heather Melton <hmelton@cityofcalabasas.com>; Lisa Byrd <lisab@rossmorganco.com>
Subject: RE: Calabasas Lake - CPHA

I just confirmed that CPHA wishes to have the contract renewed with Marine Biochemists as of Oct 31st. Can we presume that the cost will remain the same?

Thanks very much, Heather.

Ida Worth, CMCA, AMS
Community Association Manager
Vice President / General Manager

Ross Morgan & Company, Inc., AAMC®
"An Accredited Association Management Company"
23901 Calabasas Road, Suite 2004
Calabasas, CA 91302
idaworth@rossmorganco.com
(818) 225-9191 x 103
(818) 591-3044 Fax Line
www.rossmorganco.com



Notice: This e-mail and any files transmitted with it are confidential and intended solely for the use of the individual(s) or entity to whom they are addressed. If an addressing or transmission error has misdirected the e-mail, please notify the author by replying to this message and delete this e-mail from your system. If you are not the intended recipient you are notified that disclosing, copying, distributing or taking any action in reliance on the contents of this information is strictly prohibited.



PROFESSIONAL SERVICES AGREEMENT

CONTRACT SUMMARY

Name of Contractor:	SePRO Marine Bio, LLC dba Marine Biochemist
City Department in charge of Contract:	Public Works Department
Contact Person for City Department:	Heather Melton, Landscape Manager
Period of Performance for Contract:	October 3, 2020 – October 2, 2022
Not to Exceed Amount of Contract:	\$381,248.00 (Three Hundred Eighty One Thousand Two Hundred Forty Eight Dollars)
Scope of Work for Contract:	Maintenance Services and As-Needed Lake Equipment and/or Replacement

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 Pollution Liability insurance required in this contract?**

Pollution Liability Insurance with coverage limits of not less than One Million Dollars (\$1,000,000).

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

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.

Other:

Proper documentation is required and must be attached.

PROFESSIONAL SERVICES AGREEMENT
Providing for Payment of Prevailing Wages
(City of Calabasas/SePRO Marine Bio, LLC dba Marine Biochemists)

1. IDENTIFICATION

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into by and between the City of Calabasas, a California municipal corporation (“City”), and SePRO Marine Bio, LLC dba Marine Biochemists a **Limited Liability Company** (“Consultant”).

2. RECITALS

- 2.1 City has determined that it requires the following professional services from a consultant: **Lake Maintenance Services and as-needed Lake Equipment and/or Replacement.**
- 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 and included within Exhibit A and incorporated herein by this reference.
- 3.3 “Commencement Date”: **October 3, 2020.**
- 3.4 “Expiration Date”: **October 2, 2022.**

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 Three Hundred Eighty One Thousand Two Hundred Forty Eight Dollars (\$381,248.00) 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. **Mr. Curtis Cress** 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.

Initials: (City) _____ (Contractor) _____

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 Pollution Liability 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: **Heather Melton**
Landscape Manager
Telephone: (818) 224-1600
Facsimile: (818) 225-7338

If to Consultant:

SePRO Marine Bio, LLC dba
Marine Biochemists
2940 E. La Jolla St., Unit B
Anaheim, CA 92806
Attn: Curtis Cress, Branch Manager/Aquatic Biologist
Telephone: (714) 632-5253
Facsimile: (714) 632-3419

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.

Initials: (City) _____ (Contractor) _____

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”
SePRO Marine Bio, LLC dba
Marine Biochemists

By: _____
Alicia Weintraub, Mayor

By: _____
Michael Puckett, Senior Vice President & CFO

Date: _____

Date: _____

By: _____
Raymond Taylor, Interim City Manager

Date: _____

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

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 & FEE SCHEDULE

Marine Biochemists

a business of Chemicals Inc.
2940 E. La Jolla St., Anaheim, CA. 92806
714/632-5253 714/632-3419 Fax
www.marinebiochemists.com

August 16, 2017

Heather Melton
City of Calabasas
100 Civic Center Way
Calabasas, CA 91302

RE: Calabasas Lake Maintenance-Contract Extension

Marine Biochemists agrees to extend the current lake maintenance contract for two years at the same costs as currently in place. The current contract provides seven (7) days per week service at a total cost of \$11,730.00/month and includes the following schedule:

- | | |
|--|-------------|
| 1. Aquatic Plant Control (algae, submerged, floating and emergent weeds) | As Needed |
| 2. Insect control (midge or mosquitoes) | As Needed |
| 3. Water Quality-Data collection and Reporting (monthly collection) | Annual |
| 4. Debris Removal-Lake surface debris and beach area | Twice Daily |
| 5. Beach maintenance-Rake and groom sand | Weekly |
| 6. Water Level-Monitor lake water level | Daily |
| 7. General maintenance and cleaning: | |
| a. Aeration systems filters | Weekly |
| b. Storage Area | Daily |
| c. Aeration motor vaults | Monthly |

The above services include all labor, equipment and chemicals

The following services are not included in monthly service costs: Electrical and mechanical parts associated with equipment repairs and labor rates for repairing or replacing pumps, motors or electrical systems. The following labor rate applies to equipment repair and maintenance:

1. Mechanic - \$125.00/Hr.
2. Mechanic's helper if needed - \$50.00/Hr.
3. All bids for equipment replacement will not be completed without written authorization from the Calabasas Park Landscape District or the Calabasas Park HOA and shall include a schedule for repairs and associated parts, labor and tax costs.

A copy of our new insurance certificate is being forwarded directly to you from our insurance carrier.

Sincerely,

Curt Cress
Branch Manager
Marine Biochemists

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)



OFFICE OF THE SHERIFF

COUNTY OF LOS ANGELES

HALL OF JUSTICE

ALEX VILLANUEVA, SHERIFF

(818) 878-1808



September 9, 2020

Raymond Taylor, City Manager
 City of Calabasas
 100 Civic Center Way
 Calabasas, CA 91302

Dear Mr. Taylor:

Listed below are the year-to-date crime statistic comparisons for the City of Calabasas for the month of August 2020.

I. CRIME STATISTICS

CRIME	CURRENT MTH	YTD 2020	YTD 2019	CHANGE
Homicide	0	0	1	-1
Rape	0	6	0	6
Robbery				
Armed	1	3	4	-1
Strong-Arm	0	5	3	2
Assault	0	6	1	5
Burglary				
Residential	1	14	29	-15
Business	2	6	14	-8
Garage/Out-Building	0	5	10	-5
Vehicle (locked)	5	36	47	-11
Theft				
Grand (\$950 +)	1	13	34	-21
Petty	5	32	46	-14
Vehicle (unlocked)	5	38	18	20
Grand Theft Vehicle	1	21	15	6
Arson	0	1	1	0
Domestic Violence Felony	0	4	3	1
Total Part I Crimes	21	190	226	-36
Percent Change				-15.9%
Domestic Violence Misdemeanor	2	23	24	-1
Swatting	0	3	1	2

211 WEST TEMPLE STREET, LOS ANGELES, CALIFORNIA 90012

A Tradition of Service
 Since 1850

II. NOTEWORTHY INCIDENTS

A robbery occurred in the 26700 block of Agoura Road. Two subjects, residents of Northridge, were arrested for this incident. One subject entered the location, armed with a handgun and a hammer. The other subject was waiting in the getaway vehicle (white 2007 Toyota Yaris). The subject, inside the location, smashed a jewelry case and began to take watches. An employee tried to stop the suspect from taking the merchandise, but was fearful because of the handgun that the suspect was holding. Another employee was able to pin the suspect down on the ground until deputies arrived. (20-05001)

A Granada Hills resident was arrested for possession of a firearm/assault rifle and narcotics in the area of Las Virgenes Road and 101 Freeway. The subject was contacted by deputies for a traffic violation. During the investigation, narcotics and an AR-15 assault rifle were found inside the vehicle. (20-04646)

A theft occurred in the 23700 block of Calabasas Road. The suspect, female black adult, entered the location and placed store products (perfumes) in a shopping basket. The suspect then exited the location without paying for the store items. The investigation is on-going and this same suspect committed a similar incident in the jurisdiction of the Pasadena Police Department. (20-04695)

III. TRAFFIC

See attached.

IV. AGENDIZED CAR

See attached

V. CRIME PREVENTION

See attached

VI. JUVENILE INTERVENTION TEAM

See attached.

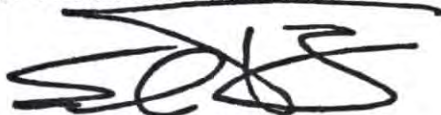
VII. ARREST STATISTICS

The numbers of arrests listed below are the most current available.

	YEAR TO DATE 2020		CURRENT MONTH AUGUST	
	ADULT	JUVENILE	ADULT	JUVENILE
Criminal Homicide	0	0	0	0
Forcible Rape	1	0	0	0
Robbery	5	0	2	0
Aggravated Assault	6	0	0	0
Burglary	2	0	0	0
Larceny Theft	10	0	1	0
Grand Theft Auto	5	0	0	0
Arson	0	0	0	0
Forgery	1	0	0	0
Fraud and NSF checks	4	0	0	0
Sex Offenses, Felonies	0	0	0	0
Sex Offenses, Misdemeanors	1	0	0	0
Non-Aggravated Assaults	11	0	3	0
Domestic Violence, Felony	0	0	0	0
Domestic Violence, Misd.	16	0	2	0
Weapon Laws	13	0	1	0
Offenses Against Family	0	0	0	0
Narcotics	62	0	7	0
Liquor Laws	0	0	0	0
Drunk/Alcohol/Drugs	14	0	0	0
Disorderly Conduct	0	0	0	0
Vagrancy	0	0	0	0
Gambling	0	0	0	0
Drunk Driving Vehicle/Boat	47	0	3	0
Vehicle/Boating Laws	112	2	20	0
Vandalism	1	0	0	0
Warrants	95	0	15	0
Receiving Stolen Property	1	0	0	0
Federal Offenses W/O Money	0	0	0	0
Federal Offenses With Money	0	0	0	0
Felonies, Miscellaneous	4	0	0	0
Misdemeanors, Miscellaneous	26	0	1	0
ARREST TOTALS	437	2	55	0

Sincerely,

ALEX VILLANUEVA, SHERIFF



Salvador Becerra, Captain
Malibu/Lost Hills Station

Handwritten signature or scribble.



COLLISION SUMMARY*	This Month	Month Year Prior	Total YTD	Total Prior YTD	Change +/-
Total Collisions - Excluding Private Property	15	17	94	116	-22
Fatal Collisions	0	0	0	0	0
Injury Collisions	4	2	22	32	-10
Property Collisions	11	14	72	83	-11
Private Property Collisions	7	3	28	25	+3
DUI Collisions with Injuries	0	0	2	2	0
DUI Collisions with Property Damage	0	0	6	0	+6
Total Pedestrian Collisions	1	0	2	1	+1
Pedestrians Killed	0	0	0	0	0
Pedestrians Injured	1	0	2	1	+1
Total Hit & Run Collisions	2	4	15	22	-7
Hit & Run Fatalities	0	0	0	0	0
Hit & Run Injuries	0	0	1	4	-3
Hit & Run Property Only	2	4	14	18	-4
CITATION SUMMARY*	This Month	Month Year Prior	Total YTD	Total Prior YTD	Change +/-
Traffic Total	215	197	1754	1878	-124
Hazardous Violations	149	73	941	791	+150
Non-Hazardous Violations	39	40	416	335	+81
Parking Violations	25	81	452	736	-284
DUI Arrests	2	3	49	16	+33

*Collision Summary and Citation Summary does not reflect all collisions and citations which were not entered into the database.

**L.A. County Sheriff's Department
Lost Hills & Malibu Station
Monthly Traffic Safety Management Report**

*City of CALABASAS
Date Range Reported: 8/1/2020 to 8/31/2020*

Total No. of Collisions: 15 Injury: 4 Non-Injury: 11 Fatal: 0 Private Property: 7

Total No. of Citations: 188 Hazardous Cites: 149 Non-Hazardous Cites: 39

Collisions by Reporting Districts

<u>Reporting District</u>	<u>No.</u>	<u>Location</u>
2241	2	at 4937 Las Virgenes Rd and Private Property
	3	at Separate Locations
2242	1	at Las Virgenes Rd and Meadow Creek Ln
2244	2	at Separate Locations
2245	2	at Separate Locations
2246	3	at Separate Locations
2248	2	at Separate Locations

Collision Occurred Most Frequently On:

<u>Street Name</u>	<u>Number of Collisions</u>
Las Virgenes Rd	3
2 at Meadow Creek Ln	
1 at Agoura Rd	
Parkway Calabasas	2
2 at at Separate Locations	
Agoura Rd	1
1 at Lost Hills Rd	
Daniella Ct	1
1 at Consuelo Dr	
Paul Revere Dr	1
1 at Meadow Lark Dr	

Primary Collision Factors:

<u>Violations</u>	<u>Description</u>	<u>Number of Collisions</u>
		5
22107	Unsafe Turning Movement	3
22350	Unsafe Speed	2
22106	Unsafe Start Or Backing	2
22102	Violation U-Turn; Business District	1
21658(a)	Lane Straddling; Unsafe Lane Change	1
21453(a)	Red Signal; Failure To Stop	1

Violations Most Frequently Cited:

<u>Violations</u>	<u>Description</u>	<u>Number of Citations</u>
22450(a)	Failure To Stop For Posted Stop Sign	42
22350	Unsafe Speed	38
16028(a)	Proof Of Financial Liability-Traffic Accident	28
4000(a)(1)	Vehicle Registration Required	19
14601.1(a)	Driving With Suspended License	18
12500(a)	Unlicensed Driver	12
22349(a)	Speeding, Excess Of 65 Mph	12
38300	Off-Highway Vehicle, Disobey Signs	9
5200(a)	License Plates, Two On A Vehicle Front/Rear	9
21453(a)	Red Signal; Failure To Stop	6
23103(a)	Reckless Driving	6
12951(a)	Drivers License, Not In Possession	5
23123(a)	Using Wireless Hand Held Phone While Driving	5
21658(a)	Lane Straddling; Unsafe Lane Change	4
22348(b)	Speeding; Excess Of 100 Mph	3
26708(a)(3
5204(a)	Current Month And Year Tabs Attached	3
11377(a)	Poss Of Methamphetamine	2
21457(a)	Flashing Red; Failure To Stop	2
23152(a)	Dui; Alcohol	2
23152(b)	Dui, .08 Bac Or Greater	2
5201(a)	License Plates, Securely Attached And Visible	2
5201(b)	License Plate Cover, Prohibited	2
14601.2(a)	Driving With Suspended License, Dui	1
21651(a)(1
21655.5(b)	Failure To Obey Sign Posted	1
21655.8(a)	Crossing Over Dbl Yellow Lines To Enter Carpool Ln	1
21801(b)	Failure To Yield, After Turning Vehicle Yielded	1
22107	Unsafe Turning Movement	1
22400(a)	Minimum Speed Law; Impede Traffic	1
23123.5(a)	Texting While Driving	1
23136(a)	Minor Driving; Bac .01% Or Greater	1
24250	No Headlight During Dark	1

24252(a)	Maintain Required Lighting	1
24600(c)	Taillamps - 2 Required (Mfr After 1957)	1
24601	License Plate Lamp White Only, Vis 50'	1
27315(d)(1
4462.5	Evidence Of Registration, Intent To Avoid Fees	1
4463(a)	False Evidence Of Reg, W/Intent To Defraud	1
5201(c)	License Plates, Obstruct Or Impair Recognition	1

Collisions Involving Pedestrians: 1

Most Frequent Violations

Collisions Involving Bicyclists: 0

Most Frequent Violations

**L.A. County Sheriff's Department
Lost Hills & Malibu Station**

Monthly Traffic Collision Report

9/4/2020 City of CALABASAS

Date Range Reported: 8/1/2020 to 8/31/2020

Collisions

Total Non-Injury Collisions	11
Total Injury and Fatal Collisions	4
Total Collisions (Injury + Non-Injury)	15

DUI Collisions

Number of DUI Collisions with Fatalities	0
Number of DUI Collisions with Injuries	0
Number of DUI Collisions Involving Property Damage	0
Total Number of DUI Collision Deaths	0
Total Number of DUI Collision injuries	0
Total Number of DUI Collisions	0
Total Actual Number of DUI Arrests	2

Non-DUI Collisions

Number of Non-DUI Collisions with Fatalities	0
Number of Non-DUI Collisions with Injuries	4
Number of Non-DUI Collisions Involving Property Damage	11
Total Number of Non-DUI Collision Deaths	0
Total Number of Non-DUI Collision injuries	5

Vehicle/Pedestrian Collisions

Number of Vehicle/Pedestrian Collisions with Fatalities	0
Number of Vehicle/Pedestrian Collisions with Injuries	1
Total Number of Pedestrian Fatalities	0
Total Number of Pedestrian Injuries	1

Vehicle/Bicycle Collisions

Number of Vehicle/Bicycle Collisions with Fatalities	0
Number of Vehicle/Bicycle Collisions with Injuries	0
Total Number of Vehicle/Bicycle Collision Fatalities	0
Total Number of Vehicle/Bicycle Collision Injuries	0

Hit & Run Collisions

Total Number of Hit & Run Fatalities	0
Total Number of Hit & Run Injuries	0
Total Number of PDO Hit & Run Collisions	2

Traffic Citations

Total Number of Radar Citations Issued	0
Total Number of Bicycle Citations Issued	0
Total Number of Pedestrian Citations Issued	0
Total Number of Safety Belt Citations Issued	1
Total Number of Child Restraint Citations Issued	0
Total Number of Financial Responsibility Citations Issued	28
Total Number of Hazardous Citations Issued	149
Total Number of Non-Hazardous Citations Issued	39
Total Number of Citations Issued	188

Parking Citations

Total Number of Parking Citations Issued	0
--	---

Miscellaneous

Child in Passenger Seat or Belts, Number of Fatalities	
Child in Passenger Seat or Belts, Number of Injuries	
Child Not in Passenger Seat or Belts, Number of Fatalities	
Child Not in Passenger Seat or Belts, Number of Injuries	
Number of Code 3 or Pursuit Collision Fatalities	
Number of Code 3 or Pursuit Collision Injuries	
Number of Patrol Vehicle Rear-End Collisions with Amber On	

Enforcement Index

Enforcement Index	37.3
-------------------	------

**LOST HILLS JUVENILE INTERVENTION UNIT
ACTIVITY REPORT FOR AUGUST 2020
CALABASAS**

A. SCHOOL ISSUES

SCHOOL CLOSED RE COVID-19. CLASSES HELD ONLINE.

Assisted LVUSD re: active shooter training.

Assisted LVUSD re: Teen Court

Conducted Patrol Checks re recent thefts, vandalisms.

Assisted AC Stelle re:social media bullying/gun.

Assisted AE Wright re: vandalism incident.

Assisted LVUSD superintendent re:issue at Calabasas HS

Assisted Calabasas HS re: welfare check.

B. INTERVENTIONS

Contacted concerned parent re: children issues.

C. COMMUNITY / CRIMINAL ISSUES

~~1. We conducted a monthly parental resource class at Lost Hills Sheriff's Station. This program was developed by our unit and is designed to educate parents about: 1) The current trends in juvenile behavior and delinquency, 2) Alcohol/narcotic awareness and recognition, 3) School policy and campus issues, 4) Gang awareness and negative peer relations, 5) Parental rights and responsibilities and, 6) Parental responses to incorrigible and/or delinquent behavior. We also address the specific concerns relating to the minor's behavior. We educate the minor and their parents of possible criminal behavior and the legal consequences. We offer suggestions and make recommendations to improve the minor's quality of life.~~

2. Spoke with numerous citizens and parents who called to question various juvenile concerns and issues in the community. We also provide the parents with various juvenile resource programs within our community.

3. We met with the Sylmar Juvenile Court District Attorney regarding the investigation and filing of criminal charges against juvenile offenders.

4. Met with Captain Salvador Becerra throughout the month in order to keep him up to date regarding our unit's investigations and current juvenile issues within our city.

5. Entered juveniles into the Juvenile Automated Index system for various violations.

6. ~~Made court appearances to testify as witnesses on the part of the People of the State of California and attended court proceedings in cases generated from the City of Calabasas.~~ We also investigated, prepared, and filed cases with the District Attorney's office. We additionally assisted other investigators in the preparation of cases for court.

7. Met with station narcotic detectives on a regular basis to exchange information regarding juvenile and drug related issues. We have worked with the narcotic detectives on several narcotic cases directly and indirectly involving juveniles.

8. Handled the processing and follow-up of various juvenile referrals brought to the attention of this unit (i.e.,

Juvenile Information Forms, Field Interview Cards, Juvenile Automated Index, and citations for various juvenile contacts with uniform personnel).

9. Conducted our normal checks of juvenile problem areas in the city during weekend evenings and responded to juvenile related calls for service.
10. Updated the Gang Book and briefed the captain on criminal activity trends.
11. Registered 3 sexual predators and updated information in database.
12. eSCARS system updated.
13. Month End Reports completed.
14. Assisted Records Sealing Unit with several cases.
15. Uniform store re: station needs.
16. Updated school safety plans placed in patrol vehicles.
17. Assisted Patrol re: missing juvenile, hit and run, threat assessment and inmate escape.
18. Undercover / Plain Clothes Surveillance Class by Major Crimes Bureau.
19. Assisted DB re: juvenile cases and SCAR report.
20. Assisted DB re: search warrants.
21. Covered 6 re: Active Shooter Training
22. Assisted Ventura Sheriff's re: burglary/vandalism suspects from T.O. High School.
23. Assisted scheduling and training re: trainee packets/paperwork.
23. Assisted DB re: station defense.
24. Assisted Narco with search warrant and 2 in custody.
25. Walkthrough and EAP for active shooter training at Agoura High School.
26. Conducted plain clothes Surveillance Operation re: vehicle theft/burglaries
27. Assisted Crime Stoppers re: possible drug issues for Calabasas.
28. Assisted Calabasas re: Tobacco info and possible DOJ grant.



CITY *of* CALABASAS
CITY COUNCIL AGENDA REPORT

DATE: OCTOBER 5, 2020

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: THOMAS BARTLETT, A.I.C.P., CITY PLANNER

SUBJECT: DISCUSSION OF RENT STABILIZATION OPTIONS FOR RENTAL HOUSING PROPERTIES IN CALABASAS

MEETING OCTOBER 14, 2020
DATE:

SUMMARY RECOMMENDATION:

Staff recommends that the City Council discuss available options for a rent stabilization policy or ordinance. To assist with the discussion, staff has assembled the information in this report.

BACKGROUND:

Rent stabilization (also referred to as rent control) is a program and process administered by a governmental agency restricting the amount or rate of rent increases for rental apartments and/or mobile home communities within the agency's jurisdiction. Where rent stabilization programs are not in place, the rental amounts and rates of rent increases are determined by the market forces of supply, demand, and competition among and between various rental housing properties serving a particular area and providing similar types and qualities of housing. Meanwhile, AB 1482, which went into effect January 2020, limits annual increases to five percent plus inflation and requires just cause for eviction. However, it is unclear how the State (much less local cities and counties) would enforce this statutory requirement.

Rent Stabilization programs are rare. In California, only 31 cities (approximately 6% of the 482 cities in the State) and only two counties (3.5% of 58 counties in the State) have enacted and maintain rent stabilization laws governing rentals of apartments, mobile homes, or both. Below is a listing of the California cities and counties with rent stabilization programs.

Rent Stabilization for Apartments	
Berkeley	Palm Springs
Beverly Hills	San Francisco
East Palo Alto	San Jose
Hayward	Santa Monica
Los Angeles (City of)	Thousand Oaks [<i>Pre-1988 tenancies</i>]
Los Gatos	West Hollywood
Oakland	

Rent Stabilization for Mobile Home Communities	
Calistoga	Redlands
Concord	Rohnert Park
Cotati	Santa Cruz County (Unincorp. Areas)
Escondido	San Jose
Fontana	San Juan Capistrano
Grover Beach	Santa Rosa
Malibu	Sonoma County
Milpitas	Thousand Oaks
Morgan Hill	Union City
Novato	Windsor
Pleasanton	Yucaipa

The State of California has set some limits on the power of a local government to regulate rents. In 1995, the California legislature passed the Costa-Hawkins Rental Housing Act (AB 1164). Among other things, Costa-Hawkins allows property owners to set rental rates as they wish when there is a change in unit vacancy (known as “vacancy decontrol”). In addition, Costa-Hawkins prohibits interfering in a property owner’s ability to set rents for any unit (to include any single-family home or condominium) that received a certificate of occupancy after February 1, 1995. Subsequently, the State Legislature in 2019 passed the Tenant Protection Act (AB 1482), which was signed by the governor and took effect on January 1, 2020. Applicable to all jurisdictions across the state, the Tenant Protection Act is designed to prevent “egregious” rent hikes. The Tenant Protection Act applies to

all housing located in the State of California (although there are some specified exceptions, including mobile homes^a), and generally provides for the following:

- Created an annual statewide rent cap of 5% plus Consumer Price Index (CPI) or 10% (whichever is lower) on all rental housing, with specified exemptions.
- Exempted units already subject to a local rent control ordinance that restricts annual rent increases to an amount less 5% plus CPI.
- Requires just cause for a landlord to terminate a tenancy and relocation assistance (generally one month's rent) for no-fault evictions.
- Prohibits a tenant from waiving their rights to these protections. Any agreement to do so by the tenant is considered void as contrary to public policy.
- The Act will expire on January 1, 2030 (unless extended).

Mobile Homes

The Mobile Home Residency Law^b does not regulate how much rent can be charged or increased for mobile home tenants. However, state law does require a 90-day advance written notice to mobile home space tenants before a rent increase for all rental agreements. Under new State law (Assembly Bill 2782, set to take effect January 1, 2021 and lasting until January 1, 2025 unless extended, but applying retroactively to certain leases), leases signed before February 13, 2020 and lasting more than one year are exempt from any local rent control ordinance now in existence or enacted in the future, if certain specified conditions are met.^c For leases signed on or after February 13, 2020, under AB 2782, any such waiver of the protections of any local rent control ordinance will be invalid and preempted by statute.^d Subject to potential court confirmation for any given lease, the new law's preemption of local rent control protection waivers in a long-term lease signed on or after February 13, 2020 does not automatically invalidate the lease itself, as the

^a AB 1482 and its tenant protections do not apply to mobile homes and mobile home parks and specifically excludes mobile home parks by limiting application to "owners" of "residential rental property" only. (Cal. Civ. Code § 1947.12, subd. (g)(1) [""Owner" and "residential real property" shall have the same meaning as those terms are defined in Section 1954.51."]; Cal. Civ. Code, § 1954.51, subd. (b) [""Owner" includes any person, acting as principal or through an agent, having the right to offer residential real property for rent, and includes a predecessor in interest to the owner, except that this term does not include the owner or operator of a mobilehome park, or the owner of a mobilehome or his or her agent."].)

^b Civil Code § 798 et seq.

^c Civil Code § 798.17.

^d Civil Code section 798.17, as amended by Assembly Bill 2782, § 2, to take effect on January 1, 2021, with retroactive effect back to February 13, 2020.

remainder of the lease would remain enforceable, minus the preempted provisions.^e Under the law, a city may enact a mobile home space rent stabilization law, subject to the following state-required exceptions: 1) if a mobile home space within a mobile home park is not the principal residence of the homeowner and the homeowner has not rented the mobile home to another party, it shall be exempt; 2) new construction shall be exempt; and 3) rental agreements in excess of 12 months entered into before February 13, 2020 and meeting certain other conditions would be exempt. In adopting a mobile home rent stabilization law, a city would need to adopt defined limits on rent increases, create a hearing process (to include a decision-making commission or board) to allow mobile home park owners to apply for variances or exceptions, ensure that the stabilized rent rates still provide mobile home park owners a reasonable rate of return on their documented investments into the park, and can create an ombudsperson for mobile home tenants to seek redress under the ordinance.

Rent Stabilization Options for Apartments and Similar Residential Tenancies

Rent stabilization is a local regulation set by city ordinance, within the limits of the Costa-Hawkins Act.^f The Costa-Hawkins Act allows a City to enact a rent control ordinance applicable to apartments and multi-family housing (but not single-family homes or condominiums) which were approved for occupancy prior to February 1, 1995. Effectively, this means that rent control, if adopted by the City, would apply to only multi-family housing first occupied before February 1, 1995; any property constructed and approved for occupancy after February 1, 1995 would not be subject to rent control. Under the limits of the Costa Hawkins Act, a new city rent stabilization ordinance can limit only the amount of rent increases year to year during each tenancy in units first occupied before February 1, 1995. Upon any vacancy, a landlord can charge to a new tenant any amount that the market will bear, subject to certain exceptions.^g

^e Civil Code, §§ 798.19 and 798.77.

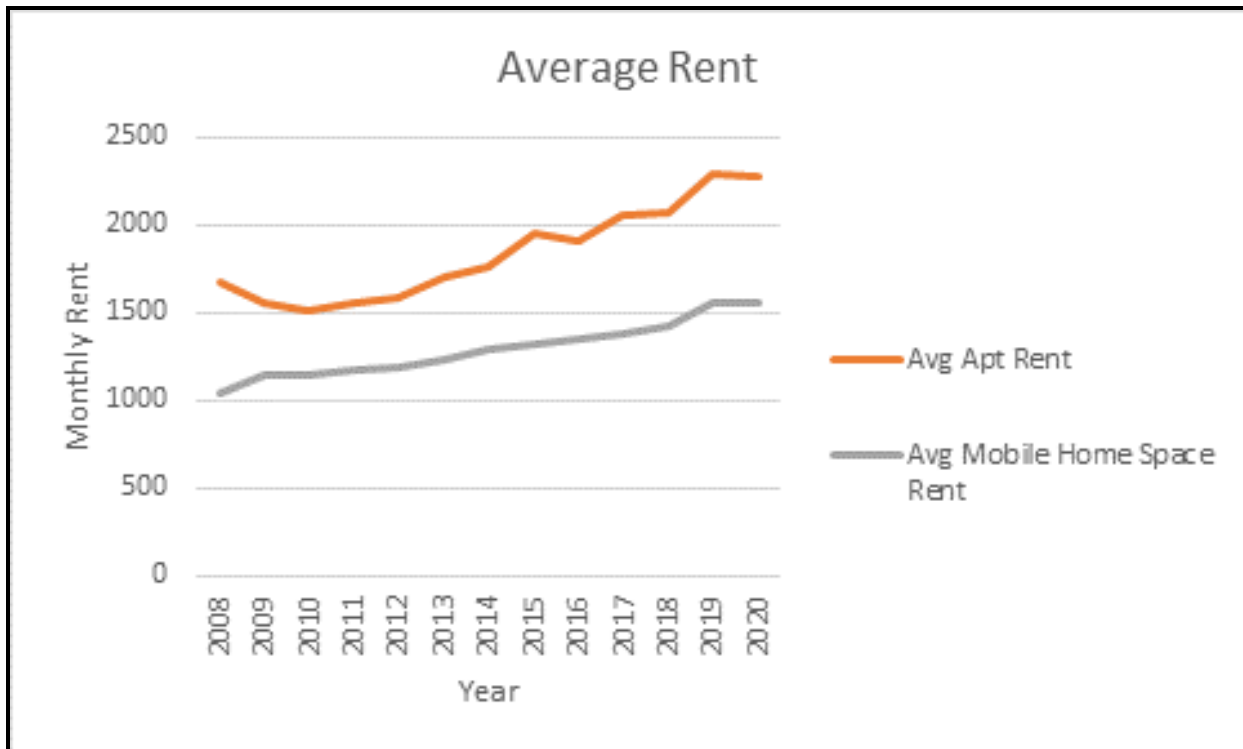
^f Civil Code, § 1954.50, et seq.

^g Civil Code, § 1954.53.

Unless the Costa Hawkins Act is repealed or amended (see the discussion of Proposition 21 later in this report), the city cannot limit the initial rental rate for each new tenancy. If desired, staff can bring forward a further discussion of options to adopt a rent stabilization ordinance, within the current limits of the Costa Hawkins Act, as it applies now and as it may be amended, if Proposition 21 passes.

Presently in Calabasas no rent stabilization policies have been adopted or programs implemented. However, Calabasas does administer a Rental Registration Program, which allows the City to monitor rent amounts and rates of increase on a yearly basis for the various apartment communities located in the City, as well as for the city's lone mobile home park (Calabasas Mobile Estates) and any other properties where six or more of the housing units are owned by the same person or entity.

Since the inception of the City's Rental Registration Program in 2004, staff in the Community Development Department have tracked and reported annually on the average monthly rent amounts and the average rates of rent increases from prior years for six local apartment communities, Calabasas Village Mobile Home Estates, and two other (small-scale) rental property owners. The chart below summarizes the overall local rental housing market trends documented via the City's Rental Registration Program during this timeframe.



Average rents for apartment units increased by an average of 36% over the 12-year timeframe, while average rents for mobile home spaces increased by an average of 49%.

Meanwhile, as staff has been conducting background research in support of the General Plan Housing Element Update, the following information has come to light regarding the City's current rental housing market. As of June, 2020, local apartment rents averaged \$2,100 for a 1-bedroom unit, \$2,600 for a 2-bedroom unit, and \$3,100 for a 3-bedroom unit. These average rents exceed moderate income affordability. Also, local complexes were averaging an exceptionally low 4% rental vacancy rate, which is below ideal for tenant mobility and competitive pricing. As a result, 62% of renters face overpayment (>30% income spent on rent); and 41% face severe overpayment (>50% income spent on rent)

EXISTING AFFORDABLE HOUSING POLICIES AND PROGRAMS IN CALABASAS

In addition to the Rental Registration Program already discussed, the City employs a number of other policies and programs geared toward increasing and maintaining the availability of affordable housing in Calabasas.

The following policies from the 2030 General Plan Housing Element pertain to affordable housing:

- **Policy V-1** Preserve the character, scale and quality of established residential neighborhoods.
- **Policy V-2** Offer rehabilitation and home improvement assistance to low and moderate income households, seniors and the disabled.
- **Policy V-4** Undertake proactive steps to preserve existing assisted rental housing at-risk of conversion to market rents.
- **Policy V-5** Encourage retention of Calabasas Village Mobile Estates as mobile home park use to provide a relatively affordable form of housing, and maintain permanent mobile home park zoning.
- **Policy V-6** To the extent financially feasible, provide limited rental assistance to extremely low and lower income, senior, and disabled tenants to address increasing rents in the community. Maintain a rent database to track changes in the local rental market.
- **Policy V-7** Maintain the City's condominium conversion ordinance to preserve the City's existing rental housing stock.
- **Policy V-8** Provide site opportunities for development of housing that respond to the diverse housing needs of Calabasas residents and workforce in terms of density, location and cost.

- **Policy V-9** Provide opportunities for multi-family housing and mixed use development consistent with the City’s regional housing needs requirement (RHNA), as mandated by the State.
- **Policy V-10** Provide for the development of second units in existing single-family neighborhoods to provide additional opportunities for rental housing which conforms to the development standards within the underlying zone.
- **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-15** Encourage affordable housing units to be dispersed throughout a project, and not grouped together in a single area.
- **Policy V-17** Offer regulatory incentives and concessions, including density bonuses, to offset or reduce the costs of developing affordable housing.
- **Policy V-20** Address the special housing needs of persons with disabilities through provision of supportive housing, homeowner accessibility grants, zoning for group housing, reasonable accommodation procedures and encouraging universal design.
- **Policy V-21** Support the development and maintenance of affordable senior rental and ownership housing and supportive services to facilitate maximum independence and the ability of seniors to remain in their homes and/or in the community.

Meanwhile, Table V-5 from the 2030 General Plan Housing Element summarizes the City’s various housing programs, which implement the adopted policies (see Attachment A).

RENT STABILIZATION EFFORTS IN NEARBY JURISDICTIONS

Most local jurisdictions augment the supply of affordable housing using many of the same programs employed by Calabasas (e.g., Inclusionary Housing, Density Bonus, Affordable Housing Trusts, etc.). Some cities also employ additional affordable housing strategies and programs, such as operation of a local housing agency (or participation in a multi-jurisdictional agency), and two jurisdictions utilize at least some manner of rent stabilization.

The table below summarizes the types of affordable housing assistance (programs) offered by the cities of Agoura Hills, Westlake Village, Thousand Oaks, Malibu, and Camarillo, as compared with Calabasas.

CITY	AFFORDABLE HOUSING PROGRAMS OFFERED						
	Inclusionary Housing	Density Bonus	Trust Fund	Register & Report	Rental Assistance	Housing Agency	Rent Stabilization
Calabasas	X	X	X	X	X		
Agoura Hills	X	X	X	X			
Westlake Village	X	X	X	X			
Camarillo	X	X	X	X			
Thousand Oaks	X	X	X	X	X	X	X
Malibu	X	X	X				X

Rent stabilization programs have been established and are administered in only the Cities of Thousand Oaks (for mobile home communities and for pre-1988 apartment tenancies) and Malibu (for only mobile home communities).

In the City of Thousand Oaks rent amounts and allowable rent increases for more than 1,100 total dwelling units are established by a Rent Adjustment Commission. These dwelling units are scattered across 26 different apartment and mobile home complexes throughout the city. However, it is important to note that Thousand Oaks is thirty years older than the City of Calabasas, and the City operated a redevelopment agency (RDA) for quite a long time. The Thousand Oaks Redevelopment Agency was empowered to acquire, hold and sell land, obtain funding via grants, loans, and taxes (primarily tax increment financing), and to own and manage housing either solely or in partnership with other entities. Moreover, RDAs accomplished a lot of affordable housing for cities because they could leverage their land holdings to obtain or assist with financing. However, on February 1, 2012 (by legislative act -- AB 126) all redevelopment agencies in California were dissolved, including the Thousand Oaks Redevelopment Agency. Subsequently, the City of Thousand Oaks elected to retain all housing assets and functions of the former RDA. Fourteen of the complexes with at least some of the

units governed by the City's rent control requirements were previously assets of the now defunct Thousand Oaks RDA.

Thousand Oaks also is a participant in the Area Housing Authority of Ventura County, which administers subsidized housing programs in the City of Thousand Oaks, such as Section 8 vouchers/certificates, public housing and the city's Tenant Based Rental Assistance Program. Another unique affordable housing resource in Thousand Oaks is Many Mansions, a not-for-profit agency which owns and manages affordable apartments within the city and provides housing counseling and advice on tenant/landlord issues (www.manymansions.org).

The City of Malibu maintains a mobile home park rent control program (regulations adopted by ordinance, and the program is administered through the office of the City Manager). The program regulates maximum allowable rents and limits rent increases for three mobile home communities. As an outcome of Malibu's most recent Housing Element (5th RHNA cycle), the City established an Affordable Housing Overlay that allows multi-family or mixed-use development by-right at a density of 20 units/acre for projects which include affordable housing. The city also has recently initiated an affordable housing trust fund.

No rental stabilization program is in place in the City of Agoura Hills. Although, like Thousand Oaks, the City of Agoura Hills had operated a redevelopment agency for a short period of time. The Agoura Hills RDA had begun work on two different affordable housing projects before the State took action in 2012 to dissolve RDAs. However, unlike Thousand Oaks, the City of Agoura Hills did not assume the agency's role, and the planned affordable housing projects were never constructed. Agoura Hills otherwise offers the same range of affordable housing incentives and assistance as Calabasas, except for rental assistance.

FEDERAL AND STATE REGULATION OF EVICTIONS DURING THE PANDEMIC

AB 3088

The State has enacted AB 3088^h which bars eviction of residential renters for payments they missed from March, when the COVID-19 pandemic first struck, through August 31. From September through Jan. 31, if renters come up with 25% of the rent they owe, they will also be protected from eviction. Renters can pay that 25% at any time before Jan. 31, 2021.

AB 3088 does not bar all evictions however, as landlords will be able to proceed with eviction cases for certain lawful causes — meaning a basis for eviction that is

^h Cal Civ. Code § 798 et seq.

permissible under federal, state law, or local law — other than non-payment of rent or other charges under the rental agreement. From October 5, 2020, a landlord will be able to proceed with an eviction case if the grounds for the eviction is nonpayment of rent or other charges. However, the landlord must serve a notice giving the tenant a 15 business-day window in which to make one of the following choices: pay the demanded amount, vacate the premises, or return a declaration to the landlord, signed under penalty of perjury, indicating that the tenant cannot pay the demanded amount because of a COVID-19 related financial hardship (as defined in the bill as hardship directly related to an COVID-19 impact such as loss of income). A tenant can then never be evicted for COVID-19 rental debt accrued between March 1, 2020 and August 31, 2020. A tenant may also never be evicted for COVID19 rental debt accrued between September 1, 2020 and January 31, 2021—if the tenant pays 25% of the rent and other charges due during this period before this period ends.

From February 1, 2021, landlords will be able to proceed with eviction cases under pre-COVID laws against those tenants who had a COVID-19 related financial hardship but failed to pay 25% of their rent between September 1, 2020 and January 31, 2021, as well as any tenant who fails to timely pay their rent going forwards. The bill prevents any renewal, modification, or adoption, between August 19, 2020 and January 31, 2021, of any local ordinance (at county or city level) meant to prevent evictions in response to COVID-19. Existing ordinances will continue to apply until they expire. If a local ordinance gives tenants a period in which to pay off an unpaid rental balance, that period must begin at least by March 1, 2021 and has to end no later than March 31, 2022.

CDC Moratorium

The federal Centers for Disease Control have issued a public agency order (“Order”) to temporarily halt residential evictions. Under the Order, a landlord, owner of a residential property, or other person with a legal right to pursue eviction or possessory action, shall not evict any covered person from any residential property in any jurisdiction to which the order applies during the effective period of the Order. The effective period runs from September 4, 2020 to December 31, 2020. The Order does not apply in any State, local, territorial, or tribal area with a moratorium on residential evictions that provides the same or greater level of public-health protection than the requirements listed in the Order.

The Order applies to individual renters who expect to earn less than \$99,000 this year on their own or less than \$198,000 if they file jointly. It also applies to any renter who did not report income in 2019 or received a stimulus check earlier this year. To qualify, tenants must file sworn declarations that eviction would leave them homeless or force them into “close quarters in a new congregate or shared

living setting,” and they must affirm that they’ve “used best efforts to obtain all available government assistance for rent or housing.” Under the Order, renters who qualify will still owe accrued rent and landlords are not stopped from charging or collecting rent.

PROPOSITION 21

As a statewide initiative on the ballot for voter consideration on November 3rd, Proposition 21 would replace Costa-Hawkins and allow local governments to adopt rent control on housing units, except for: a) housing that was first occupied within the last 15 years; and b) units owned by natural persons who own no more than two housing units with separate titles, such as single-family homes, condominiums, and some duplexes, or subdivided interests, such as stock cooperatives and community apartment projects. Under Costa-Hawkins, landlords are allowed to increase rent prices to market rates when a tenant moves out (a policy known as vacancy decontrol). If approved, Proposition 21 would require local governments that adopt rent control regulations to allow landlords to increase rental rates, but within some established limits. Proposition 21 also allows for permanent caps on rent increases:

- Rent increases would be limited to 15% over first three years of a new tenancy, after which any increases would fall under any established local rent caps.
- Upon vacancy, unit rent amount cannot be put to market rate because only another 15% increase in the rent amount is allowed in first three years for the next new tenant.

FISCAL IMPACT/SOURCE OF FUNDING:

This item is a discussion only, with no specific action required of the City Council; therefore, no fiscal impacts will result from this report.

Meanwhile, it should be noted that establishment and operation of a rent stabilization program is a substantial undertaking, with many moving parts and legal entanglements. Consequently, such an endeavor is expensive. For example, the City of Burbank is presently exploring rent stabilization -- an initiative is on the local ballot for voter consideration on November 3, 2020. The analysis of that proposed program, prepared by Burbank city staff and a consultant, yielded an estimate of the potential costs to the City of Burbank as high as \$1,800,000 for program start-up and \$4,000,000 per year for operation. Although such a program in the City of Calabasas would be substantially smaller in scale, with correspondingly lower costs, initiating a rent stabilization program in Calabasas

would nonetheless be costly. Furthermore, a rent stabilization program would be nearly 100% cost burdened to the city, with very few potential revenue components.

REQUESTED ACTION:

Staff recommends that the City Council discuss options for a rent stabilization policy and ordinance.

ATTACHMENTS:

Attachment A: Table V-5 from 2014 – 2021 Housing Element

CITY OF CALABASAS
2030 GENERAL PLAN

V. HOUSING ELEMENT 2014-2021 UPDATE

**Table V-5
Housing Programs Summary**

Housing Program	Program Goal	2014-2021 Objective(s)	Time Frame	Funding Source	Responsible Department
Conserving the Existing Supply of Housing					
1. Single-family Rehabilitation Program	Provide grants and loans to lower income homeowners to help improve their homes.	Assist 5 households annually, for 40 units over the planning period.	2014-2021	CDBG	Community Development Dept (Planning Division)
2. Home Repair Program (New)	Assist low and moderate income homeowners of dilapidated properties address code violations.	Coordinate with code enforcement to identify low/mod homeowners and provide loans on as needed basis.	2014-2021	Affordable Housing Fund	Community Development Dept (Planning Division)
3. Rental Assistance Program	Provide assistance to lower income, senior and disabled households at-risk of displacement due to rising rents.	Provide ongoing assistance to 50 households, contingent on funding.	2014-2021	General Fund	Community Development Dept (Planning Division)
4. Rental Registration Program	Monitor rent levels in the community and ensure 60 day notification of any rent increase of 5% or greater.	Continue to maintain the rental database.	Update the database on an annual basis.	General Fund	Community Development Dept (Planning Division)
5. Mobile Home Park Preservation	Preserve the existing stock of mobile homes in the community.	Provide tenants information on MPROP funding as appropriate.	2014-2021	General Fund; State MPROP funds	Community Development Dept (Planning Division)
6. Preservation of Assisted Housing	Preserve the existing assisted stock of affordable housing at-risk of conversion to market rate.	Preserve 140 at-risk units. Conduct economic analysis; meet with property owner; explore outside funding/ program options; provide technical assistance to tenants.	Economic analysis and meet with property owner in 2014. Proceed with other actions one year prior to expiration (2015)	General Fund; Affordable Housing Fund; State MHP; Section 8	Community Development Dept (Planning Division); LA CDC
7. Condominium Conversion Ordinance	Protect the existing rental stock from conversion to condominium ownership.	Implement the City's current ordinance. Evaluate strengthening to require inclusionary units in projects approved for conversion.	Complete review/ revision of ordinance by 2015.	General Fund	Community Development Dept (Planning Division)
Providing Adequate Residential Sites					
8. Residential Sites Inventory	Provide sufficient sites through zoning to address regional housing needs.	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.	General Fund	Community Development Dept (Planning Division)



V. HOUSING ELEMENT 2014-2021 UPDATE

**Table V-5
Housing Programs Summary**

Housing Program	Program Goal	2014-2021 Objective(s)	Time Frame	Funding Source	Responsible Department
9. Second Units	Provide rental housing in existing neighborhoods. Expand housing opportunities for seniors, caregivers, and other modest income households.	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	General Fund	Community Development Dept (Planning Division)
10. Annexation of Unincorporated Areas	Increase capacity to accommodate future housing growth.	Pursue phased annexation of adjacent unincorporated areas.	2014-2021	General Fund	Community Development Dept (Planning Division)
Development of Affordable Housing					
11. Inclusionary Housing Program	Integrate housing affordable to lower- & moderate-income households within market rate developments.	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).	Affordable Housing Fund	Community Development Dept (Planning Division)
12. Commercial/Industrial Impact Fee Program	Address the impact of job growth on the demand for affordable housing.	Provide affordable housing opportunities to Calabasas' workforce. Identify specific projects and programs for expenditure of impact fee revenues.	Identify programs in Housing Element (2013) for Housing Fund.	Affordable Housing Fund	Community Development Dept (Planning Division)
13. Affordable Housing Development Assistance	Facilitate affordable housing development by for-profit and non-profit housing developers.	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.	Affordable Housing Fund; outside funding sources	Community Development Dept (Planning Division)
14. Green Building	Promote energy conservation and sustainable design in new and existing development.	Implement Green Initiative and promote the City's Green Building Program.	2014-2021	General Fund	Community Development Dept (Planning Division)
Removing Governmental Constraints					
15. Density Bonus Program	Provide density and other incentives to facilitate the production of affordable housing.	Promote density bonus incentives via dissemination of the Affordable Housing brochure.	Develop and disseminate Housing brochure in 2014.	General Fund	Community Development Dept (Planning Division)
16. Development Code Amendment	Provide standards for emergency shelters consistent with SB 2.	Amend the Code to reduce separation requirement between shelters to 300 feet.	2014	General Fund	Community Development Dept (Planning Division)



V. HOUSING ELEMENT 2014-2021 UPDATE

**Table V-5
Housing Programs Summary**

Housing Program	Program Goal	2014-2021 Objective(s)	Time Frame	Funding Source	Responsible Department
Promoting Equal Housing Opportunities					
17. Fair Housing Program	Promote fair housing practices.	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.	General Fund	Community Development Dept (Planning Division)
18. Universal Design/ Visitability (New)	Accommodate a wide range of abilities in residential developments by providing features that enhance accessibility.	Develop Universal Design and Visitability brochure, and provide to residential builders..	Develop Brochure in 2014.	General Fund	Community Development Dept (Planning Division)
19. Senior Housing Opportunities (New)	Support a range of housing options to address the diverse needs of Calabasas's growing senior population.	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.	General Fund; Affordable Housing Fund; Low Income Housing Tax Credits; other outside sources	Community Development Dept (Planning Division)
20. Housing Opportunities for Persons Living with Disabilities (New)	Support a range of housing options for persons with developmental 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.	General Fund; Affordable Housing Fund; Low Income Housing Tax Credits; other outside sources	Community Development Dept (Planning Division)





CITY of CALABASAS
CITY COUNCIL AGENDA REPORT

DATE: OCTOBER 5, 2020

TO: HONORABLE MAYOR AND COUNCILMEMBERS

**FROM: MICHAEL RUSSO
COMMUNICATIONS DIRECTOR**

**MAUREEN TAMURI AIA, AICP
COMMUNITY DEVELOPMENT DIRECTOR**

**SUBJECT: INTRODUCTION OF ORDINANCE NO. 2020-384, REVISING CMC 5.04
MOTION PICTURE, TELEVISION AND PHOTOGRAPHIC PRODUCTION**

MEETING

DATE: OCTOBER 14, 2020

SUMMARY RECOMMENDATION:

That the City Council introduce Ordinance No. 2020-384, revising CMC 5.04 Motion Picture, Television and Photographic Production

BACKGROUND:

Staff and the Communications and Technology Commission are recommending that the City Council enact revisions to CMC 5.04 Motion Picture, Television and Photographic Production. The code changes in Ordinance 2020-384 serve two primary purposes:

- 1) They update our Film Permitting code to include Digital Media, a new film technology; and
- 2) They address the Council's directive to plug code loopholes and increase enforcement tools against entities who seek to use film

permits to legitimize otherwise unpermitted activities in their homes and businesses.

The proposed revisions to CMC were prepared by Staff, the City Attorney and the City Prosecutor, and a task force of the CTC. The proposed Ordinance was reviewed by the Communications and Technology Commission and unanimously recommended to the City Council for approval on September 24th, 2020. The revised code offers strengthened protections to the quiet enjoyment of neighborhoods, and consist of the following:

- 1) Inclusion of "Digital Media" as a regulated activity under this code section;
- 2) A requirement for the property owners signature on the application;
- 3) Staff authority to deny or condition a Film Permit due to a past Code Enforcement history, or open violations;
- 4) Authority to Staff to deny a permit upon a finding that the activity would impact public health, safety or welfare;
- 5) Inclusion of definitions and controls to address the large assemblies;
- 6) Restrictions on overnight uses of property under a film permit;
- 7) Simplification of the signature gathering process and thresholds for film permit extensions;
- 8) Delegation of authority from the City Council to the City Manager for extensions to film permit days.

The tightened regulations are not intended to halt legitimate production companies and artists, but as an additional "code enforcement tool" in prohibiting the unmonitored use of private residences for filming and digital production of large gatherings and events for social media distribution. Such unregulated events, often occurring well into the evening and involving upwards of 200 persons, have resulted in unwanted disturbances in at least three communities.

In preparing these ordinance revisions, Staff met on three occasions with the CTC Subcommittee on Film Permitting. In accordance with State of California Film regulations, Staff sought the opinion of the California Film Office regarding the proposed changes on two separate occasions, and have incorporated their comments.

FISCAL IMPACT/SOURCE OF FUNDING:

The impacts from disruptive events associated with unregulated and unpermitted filming require enormous hours of Staff, Los Angeles County Sherriff and City Prosecutor resources, resulting in thousands of dollars in direct labor and other City costs. By strengthening areas of the code in order to clarify the laws of the City,

and to close the opportunity to host disruptive events, Staff hopes to reduce enforcement costs and increase the potential for recovery from violators.

REQUESTED ACTION:

That the City Council introduces Ordinance No. 2020-384, revising CMC 5.04 Motion Picture, Television and Photographic Production

ATTACHMENT:

A DRAFT ORDINANCE NO. 2020-384

**ITEM 8 ATTACHMENT A
ORDINANCE NO. 2020-384**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CALABASAS, CALIFORNIA, AMENDING CALABASAS MUNICIPAL CODE CHAPTER 5.04 - MOTION PICTURE, DIGITAL MEDIA, TELEVISION AND PHOTOGRAPHIC PRODUCTION.

WHEREAS, the City Council strongly desires to support the film industry while also protecting the public health, safety, general welfare, and enjoyment of property in the City by the adoption of amendments to this Motion Picture, Digital Media, Television and Photographic Production ordinance; and

WHEREAS, the City of Calabasas (the "City"), pursuant to the police powers delegated to it by the California Constitution, has the authority to enact laws that promote the public health, safety and general welfare of its residents; and

WHEREAS, the City's Municipal Code has not been updated to reflect film industry changes in the use of digital media and distribution through social media platforms; and

WHEREAS, changes in technology have permitted individuals the opportunity to create and transmit media content outside of any regulation or permit; and

WHEREAS, some large gatherings of people, including those ostensibly organized as a film or digital media production in a private residence have become loud and unruly to the point that they constitute a threat to the peace, health, safety, or general welfare of the public; and

WHEREAS, the City Council finds and declares that the Los Angeles County Sheriff's Department, City Code Enforcement personnel are called upon to respond, sometimes on multiple occasions, to locations of such loud or unruly gatherings in order to restore and maintain the peace and protect public safety, causing a burden on the Office of the City Prosecutor and other City resources, causing delays in law enforcement's ability to respond to regular emergency calls, and compromising community safety; and

WHEREAS, the City requires all persons involved in filming activity in the City to abide by the California Film Commission's Filmmaker's Code of Conduct.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CALABASAS, CALIFORNIA, DOES ORDAIN AS FOLLOWS:

SECTION 1. The City Council finds that all the facts, findings, and conclusions set forth above in this Ordinance are true and correct.

SECTION 2. The City Council hereby finds and determines that it can be seen with certainty that there is no possibility that the adoption of this ordinance amending the City's regulations for motion picture, television, digital media and photographic production permitting will have a significant effect on the environment. Accordingly, under the provisions of § 15061(b)(3) and § 15378(b)(5) of Division 6 of Title 14 of the California Code of Regulations, the CEQA Guidelines, the adoption of this ordinance is not subject to the requirements of the California Environmental Quality Act.

SECTION 3. The City Council hereby amends Section 5.04.060 of the Calabasas Municipal Code, Chapter 5.04 to read as follows, with additions denoted by underlined text and deletions denoted by ~~strike-through text~~:

5.04.060 - Permit application and issuance.

A. Permit Application. Any person desiring a permit under the provisions of this chapter shall fill out an application form provided by the City. The form must be signed and accompanied by a signed letter or form consenting to the permit application from the property owner or property owner's authorized agent (if the property owner is not the applicant), all required fees, deposits, and the insurance certificate required by this chapter before the permit will be processed. Such application shall be submitted at least two working days prior to the date on which such person desires to conduct the activity for which a permit is required. If such activity interferes with traffic or involves potential public safety hazards, an application shall be submitted at least five working days in advance.

Written evidence of permits and/or coordination with other public agencies may be required upon submission of an application for a film permit. Requirements of these responsible agencies shall be requirements of this permit. Examples of such agencies include, but are not limited to, the California Highway Patrol, the Los Angeles County Sheriff's Department and the Los Angeles County Fire Department.

B. Permit Issuance. The City Manager ~~shall~~ may designate the person or body responsible for issuing permits under this chapter.

The City Manager or his or her designee shall issue a permit as provided for in this chapter when, from a consideration of the application and from such other information as may be otherwise obtained, the application complies with the provisions of this chapter and he or she finds that:

1. The conduct of such film activity will not unduly interfere with traffic or pedestrian movement or endanger public safety and that no streets will be completely closed to traffic for an unreasonable period of time. Seventy-two (72) hours' notice of any street closure shall be given;
2. The conduct of such film activity will not unduly interfere with the enjoyment of residential neighborhoods;
3. The conduct of such film activity will not unduly interfere with normal governmental or City operations, threaten to result in damage or detriment to public property, or result in the City incurring costs or expenditures in either money or personnel not reimbursed in advance by the applicant; and
4. At the determination of the City's Building and Safety and Public Works Departments, as well as the Los Angeles County Sheriff's Department and Los Angeles County Fire Department, ~~and Los Angeles County public works department~~, that the condition of such activity will not constitute a fire hazard or any other type of hazard and all proper safety precautions will be taken as determined by the heads of the aforementioned Departments or their designee.
5. Issuing the permit authorizing the proposed filming and related activities will not be detrimental to the public's health, safety, or welfare.

C. Cost of Additional Services. If deemed necessary by the City Manager or his or her designee, additional Sheriff, Code Enforcement, Fire, and other City ~~services~~ personnel, and contracting services such as an on-site Film Monitor shall be provided for the purpose of protecting, assisting and regulating the proposed activity. The cost of providing such additional services shall be paid in advance to the City by the applicant. Any additional City services will be provided/coordinated through the City Manager or his or her designee.

D. Notwithstanding subdivision (B) of this Section, the City Manager or designee shall deny an application for a permit if the proposed private property location is the subject of an issued notice of violation or an issued administrative citation, and the violation or violations described therein have not been fully abated with all required city approvals, permits and inspections.

E. Additional Conditions. The City Manager, or a designee thereof, may impose ~~any all reasonable~~ conditions found necessary to protect the public's health, safety, and welfare. The applicant shall, prior to issuance of the permit, agree in writing by signing and returning the City's permit compliance form to comply with any conditions, prohibitions, or restrictions the City may impose as a condition to issuing a permit. A condition of a permit may not be waived, rescinded or modified, except in writing by the City Manager or a designee thereof. No changes shall be made without first obtaining the city's approval.

F. Compliance with Rules and Regulations: All permit holders shall comply with all rules and regulations set forth in Section 5.04.080 and adopted by the City Manager under the authority provided therein. Failure to do so is a violation of this code.

SECTION 4. The City Council hereby amends Section 5.04.080 of the Calabasas Municipal Code, Chapter 5.04 to read as follows, with additions denoted by underlined text and deletions denoted by ~~strike through text~~:

Section 5.04.080 Rules and Regulations; Permit Restrictions.

- A. Rules and Regulations. The City Manager, ~~or his or her designee,~~ is, in order to promote the effective administration of this chapter and to protect the public's health, safety or welfare, authorized and directed to promulgate rules and regulations governing the form, time and location of any film activity set forth within the City. He or she shall also set forth the procedures for the issuance of permits. ~~The rules, regulations, and procedures shall be based on the criteria set forth in Section 5.04.060.~~
- B. In accordance with City of Calabasas Ordinance No. 2006-217, a comprehensive Second Hand Smoke Control Ordinance is in effect. All applicants shall comply with said ordinance which is available at www.cityofcalabasas.com.
- C. Maximum Number of Filming Days Allowed. The maximum number of filming days that will be allowed for filming activity at the same location is fourteen (14) days within the immediately prior twelve-month period of the date(s) for which a film permit is sought. The Calabasas Film Office may grant an extension to the fourteen-day limit ~~only due to~~ for film days impacted by inclement or extreme weather, acts of God or force majeure. Any such event must be reported to the Calabasas Film Office immediately in order to be evaluated for an extension in filming days.

To extend the filming period for up to and including twenty (20) total days of filming activity during a twelve-month period, ~~an~~ a new film permit application including ~~one hundred (100) percent~~ ninety percent (90%) approval signatures ~~from properties within five hundred (500) feet of the filming location shall be obtained and submitted to the Calabasas film office.~~ consent from the current residents, whether they are the owner of the property or the lessee, whose properties are bordering the filming site on all sides as determined by the City, shall be submitted to the City for approval. The Film Office will provide a radius map or list of addresses within the ~~five-hundred-foot area~~ bordering area for use by the applicant in obtaining signatures. ~~A signature form will also be provided.~~ To extend beyond the twenty (20) days, an

applicant shall be required to obtain approval from the City Manager. ~~Council at the next available meeting.~~

~~D. Filming Permit Hours. In addition to any special conditions imposed by the permit, the following restrictions shall apply to all filming activity: Filming activities may occur between the hours seven a.m. and seven p.m. Monday through Sunday. Applications to film from six a.m. to seven a.m. and seven p.m. to midnight must include~~ All activities occurring in connection with an issued City-filming permit shall only occur at the approved location between the hours of seven (7) a.m. and seven (7) p.m. Monday through Sunday. Applications to film from six a.m. to seven a.m. and seven p.m. to midnight must include ~~one hundred (100) percent~~ ninety percent (90%) signature consent from the current residents, whether they are the owner of the property or the lessee, whose properties are ~~immediately contiguous to a filming location and written consent of at least seventy five (75) percent of the remaining properties within the five hundred foot radius.~~ bordering a filming location as determined by the City. The City Manager, or a designee thereof, shall not approve such request if he or she determines allowing additional permit hours would be detrimental to the public's health, safety or welfare. The City Manager, or a designee thereof, may impose all reasonable conditions on any approved request.

~~E. Applications that fail to include the minimum amount(s) of consent shall require approval from the city council at the next available meeting.~~

E. Maximum Number of Allowed Persons. The maximum number of persons that may be present at a private residentially zoned property in connection with a permit is the number of persons listed on the permit application as cast and crew for the permitted activity, unless otherwise approved in writing by the City Manager or designee. Full-time residents of the property (whether as property owners or tenants) are not subject to this subpart. Applicants may seek authorization to exceed that limit pursuant to a procedure that is established pursuant to Subsection (A) of this Section. The City Manager, or a designee thereof, shall not approve such that request if he or she determines allowing additional persons would be detrimental to the public's health, safety or welfare. The City Manager, or a designee thereof, may impose conditions on any approved request. As used herein, "allowed persons" includes but is not limited to: (ii) actors and crew; and, (iii) persons directly or indirectly involved in the activity that is authorized by the permit; and, (iii) individuals who are providing security services; and, (iv) persons who are full-time residents of the property. If the number of allowed persons present at a private residentially zoned property during the pendency of a film permit exceeds the permitted number of persons, then the City Film Office, the Los Angeles County Fire Department, or a peace or Code Enforcement officer may

require the persons present beyond the permitted number of persons to disperse or the City may take any other lawful enforcement action available under this Code or applicable law. The permit holder for any permit with a specified number of cast and crew that exceeds fifty (50) persons must contract for and secure the on-site presence of a fire safety advisor or other person qualified to provide fire protection and life safety advisory services who will ensure that the number of persons present during filming activity does not exceed applicable limits at any time.

F. Prohibitions. All permit holders shall comply with the following prohibitions:

(i) The permit holder shall not allow any members of the public to be present at the private property location for any reason during the period a permit is in effect. This prohibition includes before, during, and after the allowed hours for permitted activity, as discussed in Subdivision D of this section.

(ii) All persons present in connection with a permit, as identified in Subdivision (E), shall leave the permitted filming location at the end of permit hours, as discussed in Subdivision D of this section.

(iii) No persons present in connection with a permit as identified in Subdivision (E), except licensed security personnel or full-time residents (whether as property owners or tenants) of the property, shall stay overnight at the permitted filming location (whether outdoors, or in any structure) during the period a permit is in effect. The City Manager or designee may approve additional persons for overnight stays if the City Manager or designee finds that approving the additional overnight stays would not be detrimental to the public's health, safety, or welfare. This type of overnight occupancy of any private property, including private residentially zoned property, is transient in nature and is not a permitted use under Title 17 of this Code. Overnight presence at lawfully permitted hotels, motels, and bed and breakfasts is exempt from this prohibition, if such activity is in compliance with the hotel, motel, or bed and breakfasts City-issued permits.

SECTION 5. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance 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 portions of this Ordinance. The City Council of the City of Calabasas hereby declares that it would have adopted this Ordinance and each section, subsection, sentence, clause, phrase or portion thereof irrespective of the

fact that any one or more sections, subsections, sentences, clauses, phrases, or portions be declared invalid or unconstitutional.

SECTION 6. Effective Date:

This Ordinance shall take effect 30 days after its passage and adoption pursuant to California Government Code Section 36937 and shall supersede any conflicting provision of any City of Calabasas ordinance.

SECTION 7. Certification:

The City Clerk shall certify to the passage and adoption of this ordinance and shall cause the same to be published or posted according to law.

PASSED, APPROVED AND ADOPTED this ____ day of October, 2020.

Alicia Weintraub, Mayor

ATTEST:

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: **SEPTEMBER 1, 2020**

TO: **HONORABLE MAYOR AND COUNCILMEMBERS**

FROM: **SCOTT H. HOWARD, CONTRACT CITY ATTORNEY**
MATTHEW T. SUMMERS, ASSISTANT CITY ATTORNEY
COLANTUONO HIGHSMITH & WHATLEY, PC

SUBJECT: **INTRODUCTION OF ORDINANCE NO. 2020-387, AMENDING SECTION**
2.08.090 (REMOVAL PROCEDURE) OF CHAPTER 2.08 (CITY
MANAGER) OF TITLE 2 (ADMINISTRATION AND PERSONNEL) OF THE
CALABASAS MUNICIPAL CODE TO FACILITATE CITY COUNCIL’S
REMOVAL OF THE CITY MANAGER

MEETING
DATE: **OCTOBER 14, 2020**

SUMMARY RECOMMENDATION:

Staff recommends City Council introduce Ordinance No. 2020-387 amending Section 2.08.090 (Removal Procedure) of Chapter 2.08 (City Manager) of Title 2 (Administration and Personnel) of the Calabasas Municipal Code.

REPORT:

Section 2.08.090(A) of the Calabasas Municipal Code currently limits the City Council’s ability to remove a City Manager by requiring that a vote to remove a City Manager take place during a regular City Council meeting and that the City Council afford a City Manager 30 days’ written notice of the effective date of a termination. These protections are not provided to any other City officer appointed by the City Council and stem from an era before City Manager contracts had detailed removal and termination provisions. By deleting these provisions, the City Council can confirm

the procedural requirements for the potential future removal of a City Manager with the terms of each City Manager's employment agreement.

ENVIRONMENTAL IMPACT.

None.

FISCAL IMPACT.

None.

ATTACHMENT:

Ordinance No. 2020-387

**ITEM 9 ATTACHMENT
ORDINANCE NO. 2020-387**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
CALABASAS, CALIFORNIA, AMENDING SECTION
2.08.090 (REMOVAL PROCEDURE) OF CHAPTER 2.08
(CITY MANAGER) OF TITLE 2 (ADMINISTRATION AND
PERSONNEL) OF THE CALABASAS MUNICIPAL CODE.**

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CALABASAS,
CALIFORNIA DOES ORDAIN AS FOLLOWS:**

SECTION 1. Amendment. Section 2.08.090 (Removal Procedure) of Chapter 2.08 (City Manager) of Title 2 (Administration and Personnel) of the Calabasas Municipal Code is hereby amended to read as follows, with underlined text denoting additions and ~~struck through~~ text denoting deletions:

2.08.090 – Removal procedure.

A. Removal of City Manager. The removal of the city manager may be effected with or without cause, but only by a majority vote of the whole city council as then constituted, ~~convened in a regular city council meeting. The city manager shall be afforded at least thirty (30) days' written notice of the effective date of his/her termination.~~

B. Limitation on Removal. Notwithstanding the provisions of subsection A of this section, the city manager shall not be removed from office, during or within a period of ~~ninety (90)~~ one-hundred and twenty (120) days next succeeding any general municipal election held in the city at which election a member of the city council is elected or when a new city council member is appointed, unless a four-fifths majority of the whole City Council as then constituted votes to remove the City Manager. The purpose of this provision is to allow any newly elected or appointed member of the city council or a recognized city council to observe the actions and abilities of the city manager in the performance of the powers and duties of his/her office. After the expiration of said ~~ninety-day~~ period, the provisions of subsection (A) of this section as to the removal of said city manager shall apply and be effective.

SECTION 2. Effective Date. This Ordinance shall take effect thirty days after its adoption pursuant to California Government Code section 36937.

SECTION 3. Certification; Publication. The City Clerk shall certify to the passage and adoption of this Ordinance and shall cause the same to be published or posted according to law.

PASSED, APPROVED AND ADOPTED this _ day of _ 2020.

Alicia Weintraub, Mayor

ATTEST:

APPROVED AS TO FORM:

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

Scott H. Howard
Colantuono, Highsmith & Whatley
City Attorney



Check Register Report

Bank: BANK OF AMERICA - CITY OPERATING
 Reporting Period: 09/09/2020 to 10/01/2020

Date: 10/5/2020
 Time: 10:29:47AM
 Page 1 of 22

Check No.	Check Date	Vendor Name	Check Description	Amount	Department
Administrative Services					
109363	9/22/2020	PRODOCUMENT SOLUTIONS, INC.	ELECTION SERVICES	7,038.96	Administrative Services
109327	9/17/2020	VALLEY NEWS GROUP	LEGAL ADVERTISING	90.00	Administrative Services
109327	9/17/2020	VALLEY NEWS GROUP	LEGAL ADVERTISING	45.00	Administrative Services
109274	9/15/2020	US BANK	VISA- COGNITO	36.00	Administrative Services
109274	9/15/2020	US BANK	VISA- AMAZON	32.64	Administrative Services
109274	9/15/2020	US BANK	VISA- APPLE.COM	6.99	Administrative Services
Total Amount for 6 Line Item(s) from Administrative Services				\$7,249.59	
City Attorney					
109397	10/1/2020	COLANTUONO, HIGHSMITH &	GENERAL SERVICES	26,559.80	City Attorney
109351	9/22/2020	HOPKINS & CARLEY	LEGAL SERVICES	1,848.00	City Attorney
109287	9/17/2020	BURKE, WILLIAMS, SORENSEN, LLP	LEGAL SERVICES	1,003.00	City Attorney
109397	10/1/2020	COLANTUONO, HIGHSMITH &	PROP 218 ADVICE	475.00	City Attorney
109397	10/1/2020	COLANTUONO, HIGHSMITH &	ZEESMAN	175.00	City Attorney
109397	10/1/2020	COLANTUONO, HIGHSMITH &	SCE COALITION	131.71	City Attorney
109397	10/1/2020	COLANTUONO, HIGHSMITH &	RUBIN	50.00	City Attorney
Total Amount for 7 Line Item(s) from City Attorney				\$30,242.51	
City Council					
109442	10/1/2020	VICA	MEMBERSHIP DUES FY 20/21	1,210.00	City Council
109274	9/15/2020	US BANK	VISA- FOUNDATION OF LVUSD	250.00	City Council
109274	9/15/2020	US BANK	VISA- CORNER BAKERY/FRESH BROS	232.93	City Council
109274	9/15/2020	US BANK	VISA- CALABASAS SELF STORAGE	199.00	City Council
109274	9/15/2020	US BANK	VISA- ACORN NEWSPAPER	155.60	City Council
109274	9/15/2020	US BANK	VISA- L.A. TIMES	24.00	City Council
Total Amount for 6 Line Item(s) from City Council				\$2,071.53	
Civic Center O&M					
109324	9/17/2020	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	9,464.25	Civic Center O&M
109435	10/1/2020	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	9,076.31	Civic Center O&M
109324	9/17/2020	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	7,651.95	Civic Center O&M
109435	10/1/2020	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	7,338.29	Civic Center O&M
109301	9/17/2020	HAYNES BUILDING SERVICES, LLC	JANITORIAL SERVICES	4,387.06	Civic Center O&M
109301	9/17/2020	HAYNES BUILDING SERVICES, LLC	JANITORIAL SERVICES	2,559.16	Civic Center O&M



Check Register Report

Bank: BANK OF AMERICA - CITY OPERATING

Reporting Period: 09/09/2020 to 10/01/2020

Date: 10/5/2020

Time: 10:30:26AM

Page 2 of 22

Check No.	Check Date	Vendor Name	Check Description	Amount	Department
109396	10/1/2020	CLIMATEC BUILDING	HVAC SERVICES	1,482.56	Civic Center O&M
109396	10/1/2020	CLIMATEC BUILDING	HVAC SERVICES	1,482.55	Civic Center O&M
109274	9/15/2020	US BANK	VISA- VISTA PAINT	1,248.49	Civic Center O&M
109341	9/22/2020	CLIMATEC BUILDING	HVAC SERVICES	818.75	Civic Center O&M
109309	9/17/2020	LIFTECH ELEVATOR SERVICES INC	ELEVATOR SERVICES	697.00	Civic Center O&M
109417	10/1/2020	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	606.84	Civic Center O&M
109297	9/17/2020	EMERALD COAST PLANTSCAPES, INC	PLANT MAINTENANCE- CITY HALL	500.00	Civic Center O&M
109417	10/1/2020	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	490.65	Civic Center O&M
109325	9/17/2020	SOUTHERN CALIFORNIA GAS CO	GAS SERVICE	380.45	Civic Center O&M
109325	9/17/2020	SOUTHERN CALIFORNIA GAS CO	GAS SERVICE	307.60	Civic Center O&M
109296	9/17/2020	DEPT. OF INDUSTRIAL RELATIONS	OPERATING PERMIT- ELEVATOR	225.00	Civic Center O&M
109344	9/22/2020	DEPT. OF INDUSTRIAL RELATIONS	OPERATING PERMIT- ELEVATOR	225.00	Civic Center O&M
109274	9/15/2020	US BANK	VISA- HOME DEPOT	204.94	Civic Center O&M
109406	10/1/2020	G & F LIGHTING SUPPLY CO.	LIGHTING SUPPLIES	135.01	Civic Center O&M
109406	10/1/2020	G & F LIGHTING SUPPLY CO.	LIGHTING SUPPLIES	135.00	Civic Center O&M
109274	9/15/2020	US BANK	VISA- AMTC	95.27	Civic Center O&M
109274	9/15/2020	US BANK	VISA- HOME DEPOT	50.00	Civic Center O&M
109274	9/15/2020	US BANK	VISA- HOME DEPOT	48.64	Civic Center O&M
109274	9/15/2020	US BANK	VISA- ROADSIDE LUMBER	42.87	Civic Center O&M
109274	9/15/2020	US BANK	VISA- UNION 76	27.00	Civic Center O&M
109406	10/1/2020	G & F LIGHTING SUPPLY CO.	LIGHTING SUPPLIES	17.41	Civic Center O&M
109406	10/1/2020	G & F LIGHTING SUPPLY CO.	LIGHTING SUPPLIES	17.41	Civic Center O&M
109274	9/15/2020	US BANK	VISA- RALPHS	12.31	Civic Center O&M
109274	9/15/2020	US BANK	VISA- WALMART	5.33	Civic Center O&M
Total Amount for 30 Line Item(s) from Civic Center O&M				\$49,733.10	

Community Development

109310	9/17/2020	M6 CONSULTING, INC.	PLAN CHECK SERVICES	19,138.78	Community Development
109310	9/17/2020	M6 CONSULTING, INC.	INSPECTION SERVICES	18,024.40	Community Development
109310	9/17/2020	M6 CONSULTING, INC.	PERMIT SERVICES	15,780.00	Community Development
109400	10/1/2020	DAPEER, ROSENBLIT & LITVAK	LEGAL SERVICES	11,223.93	Community Development
109400	10/1/2020	DAPEER, ROSENBLIT & LITVAK	LEGAL SERVICES	9,546.60	Community Development
109288	9/17/2020	CALABASAS CREST LTD	R.A.P.- OCT 2020	7,350.00	Community Development
109400	10/1/2020	DAPEER, ROSENBLIT & LITVAK	LEGAL SERVICES	2,337.37	Community Development
109432	10/1/2020	RINCON CONSULTANTS INC	PLANNING SERVICES	1,579.00	Community Development
109432	10/1/2020	RINCON CONSULTANTS INC	PLANNING SERVICES	757.50	Community Development
109274	9/15/2020	US BANK	VISA- APA	752.00	Community Development



Check Register Report

Bank: BANK OF AMERICA - CITY OPERATING
 Reporting Period: 09/09/2020 to 10/01/2020

Date: 10/5/2020
 Time: 10:30:26AM
 Page 3 of 22

Check No.	Check Date	Vendor Name	Check Description	Amount	Department
109380	10/1/2020	ACORN NEWSPAPER	LEGAL ADVERTISING	266.00	Community Development
109333	9/17/2020	YAZDINIAN/SUSAN//	R.A.P.- OCT 2020	250.00	Community Development
109311	9/17/2020	MCCUNE/SHANNON//	R.A.P.- OCT 2020	250.00	Community Development
109300	9/17/2020	HARDWOOD/KIM//	R.A.P.- OCT 2020	250.00	Community Development
109316	9/17/2020	PLACENCIO/JOLENE//	R.A.P.- OCT 2020	250.00	Community Development
109298	9/17/2020	FLEYSHMAN/ALBERT//	R.A.P.- OCT 2020	250.00	Community Development
109312	9/17/2020	MEDVETSKY/LINA//	R.A.P.- OCT 2020	250.00	Community Development
109319	9/17/2020	RASCOE/JOAN//	R.A.P.- OCT 2020	250.00	Community Development
109308	9/17/2020	LEVY/ESTHER//	R.A.P.- OCT 2020	250.00	Community Development
109327	9/17/2020	VALLEY NEWS GROUP	LEGAL ADVERTISING	170.00	Community Development
109373	9/22/2020	VALLEY NEWS GROUP	LEGAL ADVERTISING	90.00	Community Development
109274	9/15/2020	US BANK	VISA- PLANETIZEN	24.95	Community Development
109274	9/15/2020	US BANK	VISA- ZOOM	14.99	Community Development
109305	9/17/2020	L.A. CO. ASSESSOR	MAPS AND POSTAGE	12.40	Community Development
109274	9/15/2020	US BANK	VISA- APA	0.00	Community Development
Total Amount for 25 Line Item(s) from Community Development				\$89,067.92	

Community Services

109324	9/17/2020	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	6,839.94	Community Services
109432	10/1/2020	RINCON CONSULTANTS INC	ENVIRONMENTAL CONSULTING	5,514.50	Community Services
109324	9/17/2020	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	3,020.51	Community Services
109435	10/1/2020	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	2,896.69	Community Services
109301	9/17/2020	HAYNES BUILDING SERVICES, LLC	JANITORIAL SERVICES	2,159.23	Community Services
109358	9/22/2020	MOMENTUM ACADEMIES	RECREATION INSTRUCTOR	1,671.68	Community Services
109369	9/22/2020	THORNTON/JOHN PAUL//	RECREATION INSTRUCTOR	1,254.40	Community Services
109435	10/1/2020	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	1,023.82	Community Services
109274	9/15/2020	US BANK	VISA- CALABASAS SELF STORAGE	748.00	Community Services
109429	10/1/2020	R P BARRICADE INC	EQUIPMENT RENTAL- DE ANZA	720.00	Community Services
109274	9/15/2020	US BANK	VISA- Y2H ADV. SIGN	542.03	Community Services
109274	9/15/2020	US BANK	VISA- AMERICAN LEAK DETECTION	450.00	Community Services
109274	9/15/2020	US BANK	VISA- DIY/FRANKLINS HARDWARE	398.50	Community Services
109335	9/22/2020	AT&T	TELEPHONE SERVICE	316.33	Community Services
109274	9/15/2020	US BANK	VISA- 7 ELEVEN	254.11	Community Services
109323	9/17/2020	SECURAL SECURITY CORP	PATROL CAR SERVICES- SR CTR	197.23	Community Services
109417	10/1/2020	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	193.68	Community Services
109297	9/17/2020	EMERALD COAST PLANTSCAPES, INC	PLANT MAINTENANCE- SR CTR	185.00	Community Services
109289	9/17/2020	CALIFORNIA PARK & RECREATION	MEMBERSHIP RENEWAL- J. RUBIN	170.00	Community Services



Check Register Report

Bank: BANK OF AMERICA - CITY OPERATING

Reporting Period: 09/09/2020 to 10/01/2020

Date: 10/5/2020

Time: 10:30:26AM

Page 4 of 22

Check No.	Check Date	Vendor Name	Check Description	Amount	Department
109274	9/15/2020	US BANK	VISA- DIRECT TV	153.66	Community Services
109395	10/1/2020	CLARK PEST CONTROL	PEST CONTROL SERVICES	150.00	Community Services
109303	9/17/2020	INNER-I ...SECURITY IN FOCUS	JUL-SEP 2020 MONITORING- DEANZ	135.00	Community Services
109325	9/17/2020	SOUTHERN CALIFORNIA GAS CO	GAS SERVICE	121.43	Community Services
109330	9/17/2020	WAXIE SANITARY SUPPLY	JANITORIAL SERVICES	119.05	Community Services
109323	9/17/2020	SECURAL SECURITY CORP	ALARM RESPONSE- SR CTR	109.35	Community Services
109335	9/22/2020	AT&T	TELEPHONE SERVICE	103.70	Community Services
109303	9/17/2020	INNER-I ...SECURITY IN FOCUS	JUL-SEP 2020 MONITORING- SRCTR	90.00	Community Services
109274	9/15/2020	US BANK	VISA- SHELL OIL/CAR CARE	87.35	Community Services
109323	9/17/2020	SECURAL SECURITY CORP	ALARM RESPONSE- CREEKSIDE	83.16	Community Services
109330	9/17/2020	WAXIE SANITARY SUPPLY	JANITORIAL SERVICES	79.05	Community Services
109303	9/17/2020	INNER-I ...SECURITY IN FOCUS	JUL-SEP 2020 MONITORING- CRKSD	75.00	Community Services
109274	9/15/2020	US BANK	VISA- COSTCO	49.29	Community Services
109367	9/22/2020	SO CA MUNI ATHLETIC FEDERATION	CLASS INSURANCE	47.15	Community Services
109274	9/15/2020	US BANK	VISA- CONSTANT CONTACT	45.00	Community Services
109274	9/15/2020	US BANK	VISA- AMAZON.COM	42.88	Community Services
109274	9/15/2020	US BANK	VISA- HOME DEPOT/AGOURA LOCK	40.89	Community Services
109274	9/15/2020	US BANK	VISA- AMAZON.COM	36.92	Community Services
109330	9/17/2020	WAXIE SANITARY SUPPLY	JANITORIAL SERVICES	34.35	Community Services
109274	9/15/2020	US BANK	VISA- AGOURA LOCK TECH	30.00	Community Services
109274	9/15/2020	US BANK	VISA- LESLIE'S POOL SUPPLY	26.27	Community Services
109418	10/1/2020	LIVESCAN USA, INC.	FINGERPRINTING SERVICES	26.00	Community Services
109274	9/15/2020	US BANK	VISA- AMAZON,COM	20.37	Community Services
109274	9/15/2020	US BANK	VISA- TARGET	18.45	Community Services
109418	10/1/2020	LIVESCAN USA, INC.	FINGERPRINTING SERVICES	14.00	Community Services
109274	9/15/2020	US BANK	VISA- VISTA PAINT	13.46	Community Services
109274	9/15/2020	US BANK	VISA- SPARKLETTS	5.98	Community Services
109274	9/15/2020	US BANK	VISA- AMAZON.COM	-68.63	Community Services
Total Amount for 47 Line Item(s) from Community Services				\$30,244.78	

Finance

109334	9/22/2020	ADP, INC	PAYROLL PROCESSING	4,659.02	Finance
109424	10/1/2020	MUNISERVICES, LLC	UUT COMPLIANCE SERVICES	4,219.49	Finance
109322	9/17/2020	SAFECHECKS	PRINTING - A/P CHECK STOCK	951.02	Finance
109337	9/22/2020	BRINK'S INCORPORATED	BANK SERVICE	186.18	Finance
109388	10/1/2020	BRINK'S INCORPORATED	BANK SERVICE	186.18	Finance
109274	9/15/2020	US BANK	VISA- AMAZON.COM	162.14	Finance



Check Register Report

Bank: BANK OF AMERICA - CITY OPERATING
 Reporting Period: 09/09/2020 to 10/01/2020

Date: 10/5/2020
 Time: 10:30:26AM
 Page 5 of 22

Check No.	Check Date	Vendor Name	Check Description	Amount	Department
109337	9/22/2020	BRINK'S INCORPORATED	BANK SERVICE	84.14	Finance
109388	10/1/2020	BRINK'S INCORPORATED	BANK SERVICE	42.69	Finance
Total Amount for 8 Line Item(s) from Finance				\$10,490.86	

Library

109336	9/22/2020	BIBLIOTHECA, LLC	E-BOOKS	4,201.65	Library
109346	9/22/2020	GALE CENGAGE LEARNING INC	E-BOOKS	2,642.47	Library
109409	10/1/2020	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	835.54	Library
109315	9/17/2020	OCLC, INC.	MEMBERSHIP DUES- SEP 2020	760.48	Library
109317	9/17/2020	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- SEP 20	535.16	Library
109427	10/1/2020	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- OCT 20	535.16	Library
109409	10/1/2020	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	225.80	Library
109285	9/17/2020	AT&T	TELEPHONE SERVICE	204.78	Library
109386	10/1/2020	BCC	LIFE & DISABILITY INS- SEP 20	174.00	Library
109286	9/17/2020	BCC	LIFE & DISABILITY INS- JUL 20	172.38	Library
109431	10/1/2020	RECORDED BOOKS, LLC	BOOKS ON CD	171.48	Library
109274	9/15/2020	US BANK	VISA- CLA	165.00	Library
109321	9/17/2020	RECORDED BOOKS, LLC	BOOKS ON CD	156.61	Library
109391	10/1/2020	CANON FINANCIAL SERVICES INC	CANON COPIER LEASES	149.88	Library
109391	10/1/2020	CANON FINANCIAL SERVICES INC	CANON COPIER LEASES	149.88	Library
109386	10/1/2020	BCC	LIFE & DISABILITY INS- SEP 20	128.14	Library
109286	9/17/2020	BCC	LIFE & DISABILITY INS- JUL 20	127.59	Library
109317	9/17/2020	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- SEP 20	108.50	Library
109427	10/1/2020	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- OCT 20	108.50	Library
109303	9/17/2020	INNER-I ...SECURITY IN FOCUS	JUL-SEP 2020 MONITORING- LIBRY	90.00	Library
109386	10/1/2020	BCC	LIFE & DISABILITY INS- SEP 20	83.91	Library
109286	9/17/2020	BCC	LIFE & DISABILITY INS- JUL 20	83.13	Library
109294	9/17/2020	CSAC-EXCESS INSURANCE	EAP/JUL-SEP 2020	83.04	Library
109392	10/1/2020	CANON SOLUTIONS AMERICA, INC	COPIER SVC PROGRAM- WHG01368	79.19	Library
109392	10/1/2020	CANON SOLUTIONS AMERICA, INC	COPIER SVC PROGRAM- WHG01091	79.19	Library
109392	10/1/2020	CANON SOLUTIONS AMERICA, INC	COPIER SVC PROGRAM- WHG01368	71.40	Library
109313	9/17/2020	MIDWEST TAPE, LLC	DVD'S-LIBRARY	54.94	Library
109321	9/17/2020	RECORDED BOOKS, LLC	BOOKS ON CD	48.55	Library
109365	9/22/2020	RECORDED BOOKS, LLC	E- AUDIO BOOKS	48.02	Library
109321	9/17/2020	RECORDED BOOKS, LLC	BOOKS ON CD	41.33	Library
109321	9/17/2020	RECORDED BOOKS, LLC	BOOKS ON CD	32.55	Library
109386	10/1/2020	BCC	LIFE & DISABILITY INS- SEP 20	30.83	Library



Check Register Report

Bank: BANK OF AMERICA - CITY OPERATING
 Reporting Period: 09/09/2020 to 10/01/2020

Date: 10/5/2020
 Time: 10:30:26AM
 Page 6 of 22

Check No.	Check Date	Vendor Name	Check Description	Amount	Department
109286	9/17/2020	BCC	LIFE & DISABILITY INS- JUL 20	30.70	Library
109420	10/1/2020	MIDWEST TAPE, LLC	DVD'S-LIBRARY	24.19	Library
109392	10/1/2020	CANON SOLUTIONS AMERICA, INC	COPIER SVC PROGRAM- WHG01091	23.88	Library
109420	10/1/2020	MIDWEST TAPE, LLC	DVD'S-LIBRARY	22.54	Library
109274	9/15/2020	US BANK	VISA- AMAZON.COM	21.89	Library
109409	10/1/2020	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	20.35	Library
109409	10/1/2020	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	18.39	Library
Total Amount for 39 Line Item(s) from Library				\$12,541.02	

LMD #22

109307	9/17/2020	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	29,318.35	LMD #22
109355	9/22/2020	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	16,589.11	LMD #22
109355	9/22/2020	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	16,102.57	LMD #22
109425	10/1/2020	NEWBURY PARK TREE SERVICE INC	TREE TRIMMING/REMOVAL SVCS	15,870.00	LMD #22
109441	10/1/2020	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	13,327.00	LMD #22
109441	10/1/2020	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	13,130.18	LMD #22
109277	9/16/2020	CALABASAS PARK ESTATES	LANDSCAPE SERVICES	13,000.00	LMD #22
109355	9/22/2020	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	7,103.59	LMD #22
109307	9/17/2020	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	6,981.09	LMD #22
109331	9/17/2020	WESTRIDGE CALABASAS HOA	LANDSCAPE SERVICES	6,480.00	LMD #22
109426	10/1/2020	PACIFIC COAST FALCONRY INC.	BIRD CONTROL SERVICES	6,250.00	LMD #22
109441	10/1/2020	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	6,180.98	LMD #22
109384	10/1/2020	AZTECA LANDSCAPE	LANDSCAPE MAINTENANCE	5,727.85	LMD #22
109441	10/1/2020	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	5,370.00	LMD #22
109281	9/16/2020	WESTRIDGE CALABASAS HOA	LANDSCAPE SERVICES	5,355.00	LMD #22
109441	10/1/2020	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	5,082.39	LMD #22
109307	9/17/2020	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	4,890.07	LMD #22
109355	9/22/2020	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	4,782.11	LMD #22
109441	10/1/2020	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	4,152.45	LMD #22
109441	10/1/2020	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	3,989.91	LMD #22
109307	9/17/2020	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	3,537.79	LMD #22
109275	9/16/2020	ABSOLUTE	BRUSH CLEARANCE SERVICES	3,347.50	LMD #22
109307	9/17/2020	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	3,319.79	LMD #22
109307	9/17/2020	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	3,263.11	LMD #22
109307	9/17/2020	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	3,177.53	LMD #22
109441	10/1/2020	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	3,100.00	LMD #22
109441	10/1/2020	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	3,084.03	LMD #22



Check Register Report

Bank: BANK OF AMERICA - CITY OPERATING

Reporting Period: 09/09/2020 to 10/01/2020

Date: 10/5/2020

Time: 10:30:26AM

Page 7 of 22

Check No.	Check Date	Vendor Name	Check Description	Amount	Department
109275	9/16/2020	ABSOLUTE	BRUSH CLEARANCE SERVICES	2,677.50	LMD #22
109275	9/16/2020	ABSOLUTE	BRUSH CLEARANCE SERVICES	2,475.00	LMD #22
109307	9/17/2020	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	2,472.99	LMD #22
109441	10/1/2020	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	2,365.10	LMD #22
109307	9/17/2020	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	2,005.35	LMD #22
109441	10/1/2020	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	2,000.07	LMD #22
109441	10/1/2020	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	1,878.77	LMD #22
109441	10/1/2020	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	1,421.00	LMD #22
109307	9/17/2020	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	1,322.35	LMD #22
109441	10/1/2020	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	1,292.52	LMD #22
109441	10/1/2020	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	996.00	LMD #22
109441	10/1/2020	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	820.00	LMD #22
109307	9/17/2020	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	808.95	LMD #22
109441	10/1/2020	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	708.00	LMD #22
109374	9/22/2020	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	629.00	LMD #22
109441	10/1/2020	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	596.82	LMD #22
109435	10/1/2020	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	576.12	LMD #22
109441	10/1/2020	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	576.00	LMD #22
109441	10/1/2020	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	565.00	LMD #22
109441	10/1/2020	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	550.00	LMD #22
109307	9/17/2020	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	516.15	LMD #22
109441	10/1/2020	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	469.86	LMD #22
109441	10/1/2020	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	451.00	LMD #22
109435	10/1/2020	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	350.49	LMD #22
109277	9/16/2020	CALABASAS PARK ESTATES	LANDSCAPE SERVICES	344.00	LMD #22
109307	9/17/2020	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	337.86	LMD #22
109374	9/22/2020	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	335.00	LMD #22
109374	9/22/2020	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	333.00	LMD #22
109324	9/17/2020	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	330.77	LMD #22
109324	9/17/2020	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	328.03	LMD #22
109324	9/17/2020	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	323.36	LMD #22
109441	10/1/2020	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	275.26	LMD #22
109307	9/17/2020	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	260.72	LMD #22
109441	10/1/2020	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	221.00	LMD #22
109441	10/1/2020	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	206.97	LMD #22
109324	9/17/2020	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	116.09	LMD #22
109435	10/1/2020	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	115.45	LMD #22
109441	10/1/2020	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	113.18	LMD #22



Check Register Report

Bank: BANK OF AMERICA - CITY OPERATING

Reporting Period: 09/09/2020 to 10/01/2020

Date: 10/5/2020

Time: 10:30:26AM

Page 8 of 22

Check No.	Check Date	Vendor Name	Check Description	Amount	Department
109324	9/17/2020	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	111.94	LMD #22
109441	10/1/2020	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	103.00	LMD #22
109441	10/1/2020	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	96.59	LMD #22
109441	10/1/2020	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	79.33	LMD #22
109317	9/17/2020	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- SEP 20	65.76	LMD #22
109427	10/1/2020	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- OCT 20	65.76	LMD #22
109435	10/1/2020	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	40.75	LMD #22
109441	10/1/2020	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	39.32	LMD #22
109324	9/17/2020	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	39.08	LMD #22
109435	10/1/2020	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	35.89	LMD #22
109324	9/17/2020	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	34.75	LMD #22
109286	9/17/2020	BCC	LIFE & DISABILITY INS- JUL 20	31.56	LMD #22
109386	10/1/2020	BCC	LIFE & DISABILITY INS- SEP 20	31.56	LMD #22
109324	9/17/2020	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	23.45	LMD #22
109286	9/17/2020	BCC	LIFE & DISABILITY INS- JUL 20	21.92	LMD #22
109386	10/1/2020	BCC	LIFE & DISABILITY INS- SEP 20	21.92	LMD #22
109286	9/17/2020	BCC	LIFE & DISABILITY INS- JUL 20	15.22	LMD #22
109386	10/1/2020	BCC	LIFE & DISABILITY INS- SEP 20	15.22	LMD #22
109317	9/17/2020	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- SEP 20	12.56	LMD #22
109427	10/1/2020	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- OCT 20	12.56	LMD #22
109294	9/17/2020	CSAC-EXCESS INSURANCE	EAP/JUL-SEP 2020	10.88	LMD #22
109286	9/17/2020	BCC	LIFE & DISABILITY INS- JUL 20	5.27	LMD #22
109386	10/1/2020	BCC	LIFE & DISABILITY INS- SEP 20	5.27	LMD #22
Total Amount for 88 Line Item(s) from LMD #22				\$245,596.69	

LMD #24

109425	10/1/2020	NEWBURY PARK TREE SERVICE INC	TREE TRIMMING/REMOVAL SVCS	17,186.00	LMD #24
109384	10/1/2020	AZTECA LANDSCAPE	LANDSCAPE MAINTENANCE	2,563.91	LMD #24
109314	9/17/2020	NEWBURY PARK TREE SERVICE INC	TREE TRIMMING/REMOVAL SVCS	1,320.00	LMD #24
109384	10/1/2020	AZTECA LANDSCAPE	LANDSCAPE MAINTENANCE	1,260.00	LMD #24
109384	10/1/2020	AZTECA LANDSCAPE	LANDSCAPE MAINTENANCE	1,145.38	LMD #24
109384	10/1/2020	AZTECA LANDSCAPE	LANDSCAPE MAINTENANCE	1,022.64	LMD #24
109384	10/1/2020	AZTECA LANDSCAPE	LANDSCAPE MAINTENANCE	970.05	LMD #24
109384	10/1/2020	AZTECA LANDSCAPE	LANDSCAPE MAINTENANCE	818.25	LMD #24
109355	9/22/2020	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	659.47	LMD #24
109355	9/22/2020	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	508.92	LMD #24
109355	9/22/2020	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	401.37	LMD #24



Check Register Report

Bank: BANK OF AMERICA - CITY OPERATING

Reporting Period: 09/09/2020 to 10/01/2020

Date: 10/5/2020

Time: 10:30:26AM

Page 9 of 22

Check No.	Check Date	Vendor Name	Check Description	Amount	Department
109435	10/1/2020	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	227.97	LMD #24
109384	10/1/2020	AZTECA LANDSCAPE	LANDSCAPE MAINTENANCE	219.14	LMD #24
109384	10/1/2020	AZTECA LANDSCAPE	LANDSCAPE MAINTENANCE	219.14	LMD #24
109384	10/1/2020	AZTECA LANDSCAPE	LANDSCAPE MAINTENANCE	200.00	LMD #24
109384	10/1/2020	AZTECA LANDSCAPE	LANDSCAPE MAINTENANCE	200.00	LMD #24
109324	9/17/2020	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	146.25	LMD #24
109384	10/1/2020	AZTECA LANDSCAPE	LANDSCAPE MAINTENANCE	146.09	LMD #24
109384	10/1/2020	AZTECA LANDSCAPE	LANDSCAPE MAINTENANCE	133.00	LMD #24
109384	10/1/2020	AZTECA LANDSCAPE	LANDSCAPE MAINTENANCE	133.00	LMD #24
109384	10/1/2020	AZTECA LANDSCAPE	LANDSCAPE MAINTENANCE	117.00	LMD #24
109384	10/1/2020	AZTECA LANDSCAPE	LANDSCAPE MAINTENANCE	117.00	LMD #24
109317	9/17/2020	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- SEP 20	20.57	LMD #24
109427	10/1/2020	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- OCT 20	20.57	LMD #24
109286	9/17/2020	BCC	LIFE & DISABILITY INS- JUL 20	9.87	LMD #24
109386	10/1/2020	BCC	LIFE & DISABILITY INS- SEP 20	9.87	LMD #24
109286	9/17/2020	BCC	LIFE & DISABILITY INS- JUL 20	6.77	LMD #24
109386	10/1/2020	BCC	LIFE & DISABILITY INS- SEP 20	6.77	LMD #24
109286	9/17/2020	BCC	LIFE & DISABILITY INS- JUL 20	4.76	LMD #24
109386	10/1/2020	BCC	LIFE & DISABILITY INS- SEP 20	4.76	LMD #24
109317	9/17/2020	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- SEP 20	3.95	LMD #24
109427	10/1/2020	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- OCT 20	3.95	LMD #24
109294	9/17/2020	CSAC-EXCESS INSURANCE	EAP/JUL-SEP 2020	3.34	LMD #24
109286	9/17/2020	BCC	LIFE & DISABILITY INS- JUL 20	1.63	LMD #24
109386	10/1/2020	BCC	LIFE & DISABILITY INS- SEP 20	1.63	LMD #24
Total Amount for 35 Line Item(s) from LMD #24				\$29,813.02	

LMD #27

109279	9/16/2020	MONT CALABASAS ASSOCIATION	LANDSCAPE SERVICES	14,765.00	LMD #27
109279	9/16/2020	MONT CALABASAS ASSOCIATION	LANDSCAPE SERVICES	14,765.00	LMD #27
109279	9/16/2020	MONT CALABASAS ASSOCIATION	LANDSCAPE SERVICES	14,765.00	LMD #27
109279	9/16/2020	MONT CALABASAS ASSOCIATION	LANDSCAPE SERVICES	3,022.00	LMD #27
109384	10/1/2020	AZTECA LANDSCAPE	LANDSCAPE MAINTENANCE	1,457.63	LMD #27
109324	9/17/2020	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	12.34	LMD #27
109317	9/17/2020	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- SEP 20	6.46	LMD #27
109427	10/1/2020	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- OCT 20	6.46	LMD #27
109286	9/17/2020	BCC	LIFE & DISABILITY INS- JUL 20	3.10	LMD #27
109386	10/1/2020	BCC	LIFE & DISABILITY INS- SEP 20	3.10	LMD #27



Check Register Report

Bank: BANK OF AMERICA - CITY OPERATING
 Reporting Period: 09/09/2020 to 10/01/2020

Date: 10/5/2020
 Time: 10:30:26AM
 Page 10 of 22

Check No.	Check Date	Vendor Name	Check Description	Amount	Department
109286	9/17/2020	BCC	LIFE & DISABILITY INS- JUL 20	2.16	LMD #27
109386	10/1/2020	BCC	LIFE & DISABILITY INS- SEP 20	2.16	LMD #27
109286	9/17/2020	BCC	LIFE & DISABILITY INS- JUL 20	1.49	LMD #27
109386	10/1/2020	BCC	LIFE & DISABILITY INS- SEP 20	1.49	LMD #27
109317	9/17/2020	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- SEP 20	1.23	LMD #27
109427	10/1/2020	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- OCT 20	1.23	LMD #27
109294	9/17/2020	CSAC-EXCESS INSURANCE	EAP/JUL-SEP 2020	1.08	LMD #27
109286	9/17/2020	BCC	LIFE & DISABILITY INS- JUL 20	0.52	LMD #27
109386	10/1/2020	BCC	LIFE & DISABILITY INS- SEP 20	0.52	LMD #27
Total Amount for 19 Line Item(s) from LMD #27				\$48,817.97	

LMD #32

109384	10/1/2020	AZTECA LANDSCAPE	LANDSCAPE MAINTENANCE	3,377.14	LMD #32
109307	9/17/2020	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	1,439.93	LMD #32
109384	10/1/2020	AZTECA LANDSCAPE	LANDSCAPE MAINTENANCE	200.00	LMD #32
109384	10/1/2020	AZTECA LANDSCAPE	LANDSCAPE MAINTENANCE	200.00	LMD #32
109324	9/17/2020	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	23.18	LMD #32
109435	10/1/2020	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	12.60	LMD #32
109317	9/17/2020	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- SEP 20	1.21	LMD #32
109427	10/1/2020	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- OCT 20	1.21	LMD #32
109286	9/17/2020	BCC	LIFE & DISABILITY INS- JUL 20	0.57	LMD #32
109386	10/1/2020	BCC	LIFE & DISABILITY INS- SEP 20	0.57	LMD #32
109286	9/17/2020	BCC	LIFE & DISABILITY INS- JUL 20	0.28	LMD #32
109286	9/17/2020	BCC	LIFE & DISABILITY INS- JUL 20	0.28	LMD #32
109386	10/1/2020	BCC	LIFE & DISABILITY INS- SEP 20	0.28	LMD #32
109386	10/1/2020	BCC	LIFE & DISABILITY INS- SEP 20	0.28	LMD #32
109317	9/17/2020	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- SEP 20	0.26	LMD #32
109427	10/1/2020	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- OCT 20	0.26	LMD #32
109294	9/17/2020	CSAC-EXCESS INSURANCE	EAP/JUL-SEP 2020	0.11	LMD #32
109286	9/17/2020	BCC	LIFE & DISABILITY INS- JUL 20	0.07	LMD #32
109386	10/1/2020	BCC	LIFE & DISABILITY INS- SEP 20	0.07	LMD #32
Total Amount for 19 Line Item(s) from LMD #32				\$5,258.30	

LMD 22 - Common Benefit Area

109307	9/17/2020	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	18,445.36	LMD 22 - Common Benefit Area
109355	9/22/2020	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	17,895.92	LMD 22 - Common Benefit Area



Check Register Report

Bank: BANK OF AMERICA - CITY OPERATING

Reporting Period: 09/09/2020 to 10/01/2020

Date: 10/5/2020

Time: 10:30:26AM

Page 11 of 22

Check No.	Check Date	Vendor Name	Check Description	Amount	Department
109307	9/17/2020	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	17,830.39	LMD 22 - Common Benefit Area
109441	10/1/2020	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	10,046.05	LMD 22 - Common Benefit Area
109441	10/1/2020	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	5,958.33	LMD 22 - Common Benefit Area
109307	9/17/2020	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	4,680.83	LMD 22 - Common Benefit Area
109307	9/17/2020	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	3,737.78	LMD 22 - Common Benefit Area
109441	10/1/2020	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	3,225.50	LMD 22 - Common Benefit Area
109441	10/1/2020	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	3,220.01	LMD 22 - Common Benefit Area
109441	10/1/2020	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	3,203.00	LMD 22 - Common Benefit Area
109441	10/1/2020	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	2,754.67	LMD 22 - Common Benefit Area
109441	10/1/2020	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	2,738.46	LMD 22 - Common Benefit Area
109441	10/1/2020	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	1,955.28	LMD 22 - Common Benefit Area
109435	10/1/2020	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	1,922.87	LMD 22 - Common Benefit Area
109324	9/17/2020	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	1,822.93	LMD 22 - Common Benefit Area
109441	10/1/2020	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	1,086.35	LMD 22 - Common Benefit Area
109441	10/1/2020	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	727.02	LMD 22 - Common Benefit Area
109274	9/15/2020	US BANK	VISA- RAINMASTER	538.20	LMD 22 - Common Benefit Area
109307	9/17/2020	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	529.59	LMD 22 - Common Benefit Area
109435	10/1/2020	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	439.90	LMD 22 - Common Benefit Area
109441	10/1/2020	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	430.00	LMD 22 - Common Benefit Area
109324	9/17/2020	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	425.03	LMD 22 - Common Benefit Area
109441	10/1/2020	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	408.00	LMD 22 - Common Benefit Area
109441	10/1/2020	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	354.00	LMD 22 - Common Benefit Area
109441	10/1/2020	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	299.00	LMD 22 - Common Benefit Area
109441	10/1/2020	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	261.76	LMD 22 - Common Benefit Area
109435	10/1/2020	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	201.85	LMD 22 - Common Benefit Area
109274	9/15/2020	US BANK	VISA- RAINMASTER	194.35	LMD 22 - Common Benefit Area
109324	9/17/2020	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	193.62	LMD 22 - Common Benefit Area
109307	9/17/2020	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	127.78	LMD 22 - Common Benefit Area
109317	9/17/2020	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- SEP 20	54.59	LMD 22 - Common Benefit Area
109427	10/1/2020	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- OCT 20	54.59	LMD 22 - Common Benefit Area
109286	9/17/2020	BCC	LIFE & DISABILITY INS- JUL 20	26.10	LMD 22 - Common Benefit Area
109386	10/1/2020	BCC	LIFE & DISABILITY INS- SEP 20	26.10	LMD 22 - Common Benefit Area
109286	9/17/2020	BCC	LIFE & DISABILITY INS- JUL 20	17.35	LMD 22 - Common Benefit Area
109386	10/1/2020	BCC	LIFE & DISABILITY INS- SEP 20	17.35	LMD 22 - Common Benefit Area
109286	9/17/2020	BCC	LIFE & DISABILITY INS- JUL 20	12.59	LMD 22 - Common Benefit Area
109386	10/1/2020	BCC	LIFE & DISABILITY INS- SEP 20	12.59	LMD 22 - Common Benefit Area
109317	9/17/2020	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- SEP 20	10.79	LMD 22 - Common Benefit Area
109427	10/1/2020	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- OCT 20	10.79	LMD 22 - Common Benefit Area



Check Register Report

Bank: BANK OF AMERICA - CITY OPERATING
 Reporting Period: 09/09/2020 to 10/01/2020

Date: 10/5/2020
 Time: 10:30:26AM
 Page 12 of 22

Check No.	Check Date	Vendor Name	Check Description	Amount	Department
109294	9/17/2020	CSAC-EXCESS INSURANCE	EAP/JUL-SEP 2020	8.29	LMD 22 - Common Benefit Area
109286	9/17/2020	BCC	LIFE & DISABILITY INS- JUL 20	4.17	LMD 22 - Common Benefit Area
109386	10/1/2020	BCC	LIFE & DISABILITY INS- SEP 20	4.17	LMD 22 - Common Benefit Area
Total Amount for 43 Line Item(s) from LMD 22 - Common Benefit Area				\$105,913.30	

Media Operations

109282	9/17/2020	ACCELA, INC.	CALABASAS APP	9,193.73	Media Operations
109348	9/22/2020	GRANICUS INC.	WEB ARCHIVING SERVICE	7,800.00	Media Operations
109375	9/22/2020	VERIZON WIRELESS	TELEPHONE SERVICE	3,926.64	Media Operations
109352	9/22/2020	INSIGHT PUBLIC SECTOR, INC.	COMPUTER SOFTWARE	3,559.96	Media Operations
109274	9/15/2020	US BANK	VISA- DELL CORP	2,657.52	Media Operations
109326	9/17/2020	TIME WARNER CABLE	CABLE MODEM- CITY HALL	1,615.00	Media Operations
109285	9/17/2020	AT&T	TELEPHONE SERVICE	1,117.08	Media Operations
109368	9/22/2020	TELECOM LAW FIRM, P.C.	CONSULTING SERVICES	1,089.00	Media Operations
109360	9/22/2020	NATIONAL CAPTIONING INSTITUTE	CLOSED CAPTIONING SVCS	882.00	Media Operations
109299	9/17/2020	FUSION CLOUD COMPANY	DSL SERVICE	579.20	Media Operations
109274	9/15/2020	US BANK	VISA- ZOOM	446.71	Media Operations
109274	9/15/2020	US BANK	VISA- ADOBE PRODUCTS	317.96	Media Operations
109274	9/15/2020	US BANK	VISA- CAPIO	275.00	Media Operations
109285	9/17/2020	AT&T	TELEPHONE SERVICE	164.68	Media Operations
109274	9/15/2020	US BANK	VISA- NETWORK SOLUTIONS	119.98	Media Operations
109347	9/22/2020	GRACENOTE MEDIA SERVICES	CTV GUIDE LISTING	109.04	Media Operations
109274	9/15/2020	US BANK	VISA- STAPLES DIRECT	107.30	Media Operations
109393	10/1/2020	CHARTER COMMUNICATIONS	CABLE MODEM- CITY HALL	100.01	Media Operations
109383	10/1/2020	AT&T MOBILITY	TELEPHONE SERVICE	48.24	Media Operations
109274	9/15/2020	US BANK	VISA- MICROSOFT AHCCC	25.00	Media Operations
109274	9/15/2020	US BANK	VISA- DAILY NEWS	10.00	Media Operations
109274	9/15/2020	US BANK	VISA- OTHER WORLD MAC	-305.98	Media Operations
Total Amount for 22 Line Item(s) from Media Operations				\$33,838.07	

Non-Departmental - Finance

109439	10/1/2020	TIFA CHOCOLATE & GELATO	SMALL BUSINESS GRANT PROGRAM	10,000.00	Non-Departmental - Finance
109413	10/1/2020	KM NETWORK, INC.	SMALL BUSINESS GRANT PROGRAM	10,000.00	Non-Departmental - Finance
109404	10/1/2020	FEATURE CA LLC	SMALL BUSINESS GRANT PROGRAM	10,000.00	Non-Departmental - Finance
109385	10/1/2020	BAJA FRESH OF CALABASAS	SMALL BUSINESS GRANT PROGRAM	10,000.00	Non-Departmental - Finance
109437	10/1/2020	SYMMETRY PHYSICAL THERAPY &	SMALL BUSINESS GRANT PROGRAM	5,780.00	Non-Departmental - Finance



Check Register Report

Bank: BANK OF AMERICA - CITY OPERATING

Reporting Period: 09/09/2020 to 10/01/2020

Date: 10/5/2020

Time: 10:30:26AM

Page 13 of 22

Check No.	Check Date	Vendor Name	Check Description	Amount	Department
109403	10/1/2020	F45 TRAINING CALABASAS	SMALL BUSINESS GRANT PROGRAM	5,780.00	Non-Departmental - Finance
109434	10/1/2020	SKIN BIO INC.	SMALL BUSINESS GRANT PROGRAM	5,780.00	Non-Departmental - Finance
109423	10/1/2020	MOUNTAIN VIEW DENTISTRY	SMALL BUSINESS GRANT PROGRAM	5,780.00	Non-Departmental - Finance
109412	10/1/2020	KHALEPARI/PAYAM//	SMALL BUSINESS GRANT PROGRAM	5,780.00	Non-Departmental - Finance
109422	10/1/2020	MONTESSORI OF MALIBU CANYON	SMALL BUSINESS GRANT PROGRAM	5,780.00	Non-Departmental - Finance
109398	10/1/2020	COLOR ME MINE CALABASAS	SMALL BUSINESS GRANT PROGRAM	5,542.00	Non-Departmental - Finance
109390	10/1/2020	CALABASAS DENTAL CARE	SMALL BUSINESS GRANT PROGRAM	5,144.00	Non-Departmental - Finance
109401	10/1/2020	DERMA SKIN CARE	SMALL BUSINESS GRANT PROGRAM	4,875.00	Non-Departmental - Finance
109389	10/1/2020	CALABASAS ACADEMY OF DANCE	SMALL BUSINESS GRANT PROGRAM	4,740.00	Non-Departmental - Finance
109419	10/1/2020	LUNA OPTOMETRY	SMALL BUSINESS GRANT PROGRAM	3,379.00	Non-Departmental - Finance
109408	10/1/2020	HOFFMAN, D.M.D., M.S./STUART//	SMALL BUSINESS GRANT PROGRAM	3,060.00	Non-Departmental - Finance
109274	9/15/2020	US BANK	VISA- TRAVELWELD	2,770.00	Non-Departmental - Finance
109274	9/15/2020	US BANK	VISA- Y2H ADV. SIGN	1,861.50	Non-Departmental - Finance
109274	9/15/2020	US BANK	VISA- LIFE STORAGE	1,431.00	Non-Departmental - Finance
109391	10/1/2020	CANON FINANCIAL SERVICES INC	CANON COPIER LEASES	502.61	Non-Departmental - Finance
109274	9/15/2020	US BANK	VISA- SETON ID	232.57	Non-Departmental - Finance
109353	9/22/2020	J THAYER COMPANY, INC.	OFFICE SUPPLIES	229.90	Non-Departmental - Finance
109430	10/1/2020	READYREFRESH BY NESTLE	WATER SERVICE	194.64	Non-Departmental - Finance
109274	9/15/2020	US BANK	VISA- AMAZON	124.82	Non-Departmental - Finance
109274	9/15/2020	US BANK	VISA- AMAZON.COM	89.60	Non-Departmental - Finance
109343	9/22/2020	CORODATA RECORDS MANAGEMENT,	STORAGE SERVICES	80.00	Non-Departmental - Finance
109320	9/17/2020	READYREFRESH BY NESTLE	WATER SERVICE	32.81	Non-Departmental - Finance
109274	9/15/2020	US BANK	VISA- WALMART	16.37	Non-Departmental - Finance
109290	9/17/2020	CANON SOLUTIONS AMERICA, INC	COPIER SVC PROGRAM- NMC09173	12.42	Non-Departmental - Finance
Total Amount for 29 Line Item(s) from Non-Departmental - Finance				\$108,998.24	

Payroll

109427	10/1/2020	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- OCT 20	5,533.00	Payroll
109317	9/17/2020	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- SEP 20	5,498.02	Payroll
109286	9/17/2020	BCC	LIFE & DISABILITY INS- JUL 20	1,630.53	Payroll
109386	10/1/2020	BCC	LIFE & DISABILITY INS- SEP 20	1,612.38	Payroll
109317	9/17/2020	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- SEP 20	1,211.31	Payroll
109427	10/1/2020	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- OCT 20	1,154.88	Payroll
109386	10/1/2020	BCC	LIFE & DISABILITY INS- SEP 20	1,141.96	Payroll
109286	9/17/2020	BCC	LIFE & DISABILITY INS- JUL 20	1,136.01	Payroll
109286	9/17/2020	BCC	LIFE & DISABILITY INS- JUL 20	786.65	Payroll
109386	10/1/2020	BCC	LIFE & DISABILITY INS- SEP 20	777.87	Payroll



Check Register Report

Bank: BANK OF AMERICA - CITY OPERATING
 Reporting Period: 09/09/2020 to 10/01/2020

Date: 10/5/2020
 Time: 10:30:26AM
 Page 14 of 22

Check No.	Check Date	Vendor Name	Check Description	Amount	Department
109339	9/22/2020	CATE/CHARLES R.//	HEALTH INS REIMB (RETIREE)	702.78	Payroll
109342	9/22/2020	COROALLES/ANTHONY//	HEALTH INS REIMB (RETIREE)	702.78	Payroll
109349	9/22/2020	GROVEMAN/BARRY//	HEALTH INS REIMB (RETIREE)	702.78	Payroll
109350	9/22/2020	HILL/BOB//	HEALTH INS REIMB (RETIREE)	702.78	Payroll
109356	9/22/2020	LOPATA/MARVIN//	HEALTH INS REIMB (RETIREE)	702.78	Payroll
109362	9/22/2020	PARKER/ROBIN//	HEALTH INS REIMB (RETIREE)	702.78	Payroll
109376	9/22/2020	WASHBURN/DENNIS//	HEALTH INS REIMB (RETIREE)	702.78	Payroll
109378	9/22/2020	WOLFSON/JONATHON//	HEALTH INS REIMB (RETIREE)	702.78	Payroll
109294	9/17/2020	CSAC-EXCESS INSURANCE	EAP/JUL-SEP 2020	692.39	Payroll
109386	10/1/2020	BCC	LIFE & DISABILITY INS- SEP 20	274.64	Payroll
109286	9/17/2020	BCC	LIFE & DISABILITY INS- JUL 20	273.19	Payroll
Total Amount for 21 Line Item(s) from Payroll				\$27,345.07	
<u>Police / Fire / Safety</u>					
109306	9/17/2020	L.A. CO. SHERIFF'S DEPT.	SHERIFF SVCS- JUL 2020	404,953.06	Police / Fire / Safety
109416	10/1/2020	L.A. CO. SHERIFF'S DEPT.	SHERIFF SVCS- AUG 2020	404,953.06	Police / Fire / Safety
109306	9/17/2020	L.A. CO. SHERIFF'S DEPT.	SHERIFF SVCS- JUL 2020	10,423.19	Police / Fire / Safety
109416	10/1/2020	L.A. CO. SHERIFF'S DEPT.	SHERIFF SVCS- AUG 2020	10,423.19	Police / Fire / Safety
109415	10/1/2020	L.A. CO. DEPT. OF ANIMAL CARE	ANIMAL HOUSING SVCS- AUG 2020	3,213.03	Police / Fire / Safety
109416	10/1/2020	L.A. CO. SHERIFF'S DEPT.	SHERIFF SVCS- THE OAKS	1,809.79	Police / Fire / Safety
109306	9/17/2020	L.A. CO. SHERIFF'S DEPT.	SHERIFF SVCS- JUL 2020	387.50	Police / Fire / Safety
109416	10/1/2020	L.A. CO. SHERIFF'S DEPT.	SHERIFF SVCS- AUG 2020	387.50	Police / Fire / Safety
109414	10/1/2020	KUSTOM SIGNALS, INC.	LASER EQUIPMENT REPAIRS	45.50	Police / Fire / Safety
Total Amount for 9 Line Item(s) from Police / Fire / Safety				\$836,595.82	
<u>Public Safety & Emergency Preparedness</u>					
109284	9/17/2020	AED SUPERSTORE	AED UNIT SUPPLIES	4,200.00	Public Safety & Emergency Preparedness
109274	9/15/2020	US BANK	VISA- HEATERMEALS	1,628.59	Public Safety & Emergency Preparedness
109274	9/15/2020	US BANK	VISA- ANNUVIA	203.68	Public Safety & Emergency Preparedness
109274	9/15/2020	US BANK	VISA- AMAZON.COM	42.63	Public Safety & Emergency Preparedness
Total Amount for 4 Line Item(s) from Public Safety & Emergency Preparedness				\$6,074.90	
<u>Public Works</u>					
109441	10/1/2020	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- WILD PK	27,054.00	Public Works
109328	9/17/2020	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- P.W.	17,750.85	Public Works



Check Register Report

Bank: BANK OF AMERICA - CITY OPERATING
 Reporting Period: 09/09/2020 to 10/01/2020

Date: 10/5/2020
 Time: 10:30:26AM
 Page 15 of 22

Check No.	Check Date	Vendor Name	Check Description	Amount	Department
109280	9/16/2020	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- PARKS	16,514.73	Public Works
109441	10/1/2020	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- PARKS	16,514.73	Public Works
109441	10/1/2020	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- WILD PK	16,138.00	Public Works
109379	10/1/2020	ABSOLUTE	BRUSH CLEARANCE SERVICES	14,366.50	Public Works
109307	9/17/2020	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	12,202.78	Public Works
109402	10/1/2020	DOWNSTREAM SVCS, INC.	CDS UNIT MAINTENANCE	9,303.00	Public Works
109292	9/17/2020	CLEANSTREET INC	MONTHLY SVC - STREET SWEEPING	8,328.66	Public Works
109307	9/17/2020	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	8,236.10	Public Works
109275	9/16/2020	ABSOLUTE	BRUSH CLEARANCE SERVICES	7,717.37	Public Works
109425	10/1/2020	NEWBURY PARK TREE SERVICE INC	TREE TRIMMING/REMOVAL SVCS	6,365.00	Public Works
109274	9/15/2020	US BANK	VISA- BARCO PRODCUTS	5,174.16	Public Works
109355	9/22/2020	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	3,552.25	Public Works
109379	10/1/2020	ABSOLUTE	BRUSH CLEARANCE SERVICES	3,540.00	Public Works
109307	9/17/2020	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	3,083.46	Public Works
109444	10/1/2020	WILHELM/RICHARD FRANK//	FIELD INVESTIGTN/DRAFTING SVCS	2,640.00	Public Works
109399	10/1/2020	COUNTY OF LOS ANGELES	CONTRACT SERVICES	2,612.82	Public Works
109307	9/17/2020	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	2,528.75	Public Works
109293	9/17/2020	COUNTY OF LOS ANGELES	CONTRACT SERVICES	2,161.85	Public Works
109441	10/1/2020	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- P.W.	2,084.51	Public Works
109355	9/22/2020	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	2,076.13	Public Works
109410	10/1/2020	ISSAKHANI/MARINA//	CONSULTING SERVICES	1,842.50	Public Works
109441	10/1/2020	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- PARKS	1,837.39	Public Works
109425	10/1/2020	NEWBURY PARK TREE SERVICE INC	TREE TRIMMING/REMOVAL SVCS	1,650.00	Public Works
109425	10/1/2020	NEWBURY PARK TREE SERVICE INC	TREE TRIMMING/REMOVAL SVCS	1,495.00	Public Works
109441	10/1/2020	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- WILD PK	1,388.00	Public Works
109280	9/16/2020	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- PARKS	1,211.00	Public Works
109274	9/15/2020	US BANK	VISA- DOG WASTE DEPOT	1,157.26	Public Works
109381	10/1/2020	ADAM'S SIGNS	CAR WASH SIGNS	1,095.00	Public Works
109425	10/1/2020	NEWBURY PARK TREE SERVICE INC	TREE TRIMMING/REMOVAL SVCS	1,045.00	Public Works
109318	9/17/2020	QUIZON/MA ARIANE//	CONSULTING SERVICES	875.00	Public Works
109428	10/1/2020	QUIZON/MA ARIANE//	CONSULTING SERVICES	875.00	Public Works
109280	9/16/2020	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- PARKS	820.77	Public Works
109280	9/16/2020	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- PARKS	810.00	Public Works
109280	9/16/2020	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- PARKS	754.98	Public Works
109355	9/22/2020	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	748.48	Public Works
109283	9/17/2020	ACORN NEWSPAPER	RECYCLING ADVERTISING	700.20	Public Works
109318	9/17/2020	QUIZON/MA ARIANE//	CONSULTING SERVICES	700.00	Public Works
109441	10/1/2020	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- PARKS	621.09	Public Works



Check Register Report

Bank: BANK OF AMERICA - CITY OPERATING

Reporting Period: 09/09/2020 to 10/01/2020

Date: 10/5/2020

Time: 10:30:26AM

Page 16 of 22

Check No.	Check Date	Vendor Name	Check Description	Amount	Department
109364	9/22/2020	QUIZON/MA ARIANE//	CONSULTING SERVICES	525.00	Public Works
109280	9/16/2020	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- PARKS	469.00	Public Works
109280	9/16/2020	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- PARKS	469.00	Public Works
109280	9/16/2020	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- PARKS	469.00	Public Works
109280	9/16/2020	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- PARKS	469.00	Public Works
109441	10/1/2020	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- PARKS	469.00	Public Works
109441	10/1/2020	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- PARKS	469.00	Public Works
109276	9/16/2020	ACCURATE BACKFLOW TESTING	BACKFLOW DEVICE REPAIR	410.00	Public Works
109441	10/1/2020	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- P.W.	381.00	Public Works
109425	10/1/2020	NEWBURY PARK TREE SERVICE INC	TREE TRIMMING/REMOVAL SVCS	375.00	Public Works
109374	9/22/2020	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- P.W.	360.00	Public Works
109280	9/16/2020	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- PARKS	354.00	Public Works
109441	10/1/2020	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- WILD PK	315.00	Public Works
109280	9/16/2020	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- PARKS	302.00	Public Works
109280	9/16/2020	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- PARKS	302.00	Public Works
109441	10/1/2020	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- PARKS	302.00	Public Works
109441	10/1/2020	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- P.W.	281.00	Public Works
109280	9/16/2020	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- PARKS	273.00	Public Works
109435	10/1/2020	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	267.94	Public Works
109441	10/1/2020	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- PARKS	260.00	Public Works
109280	9/16/2020	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- PARKS	245.00	Public Works
109280	9/16/2020	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- PARKS	245.00	Public Works
109441	10/1/2020	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- PARKS	245.00	Public Works
109324	9/17/2020	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	233.77	Public Works
109280	9/16/2020	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- PARKS	221.00	Public Works
109274	9/15/2020	US BANK	VISA- ACCO BRANDS	210.69	Public Works
109280	9/16/2020	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- PARKS	146.00	Public Works
109441	10/1/2020	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- PARKS	146.00	Public Works
109280	9/16/2020	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- PARKS	145.00	Public Works
109332	9/17/2020	WILLDAN ASSOCIATES INC.	PRECISE GRADING	139.00	Public Works
109274	9/15/2020	US BANK	VISA- BARRY KAY	113.88	Public Works
109371	9/22/2020	UNDERGROUND SERVICE ALERT	MONTHLY MEMBERSHIP FEE	110.65	Public Works
109274	9/15/2020	US BANK	VISA- HOME DEPOT/DIY	90.73	Public Works
109441	10/1/2020	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- PARKS	74.50	Public Works
109274	9/15/2020	US BANK	VISA- DIY/HOME DEPOT	70.64	Public Works
109317	9/17/2020	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- SEP 20	62.82	Public Works
109427	10/1/2020	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- OCT 20	62.82	Public Works
109274	9/15/2020	US BANK	VISA- DIY/HOME DEPOT	62.34	Public Works



Check Register Report

Bank: BANK OF AMERICA - CITY OPERATING
 Reporting Period: 09/09/2020 to 10/01/2020

Date: 10/5/2020
 Time: 10:30:26AM
 Page 17 of 22

Check No.	Check Date	Vendor Name	Check Description	Amount	Department
109274	9/15/2020	US BANK	VISA- HOME DEPOT/DIY	61.28	Public Works
109274	9/15/2020	US BANK	VISA- HARBOR FREIGHTS	57.96	Public Works
109274	9/15/2020	US BANK	VISA- TARGET	54.67	Public Works
109274	9/15/2020	US BANK	VISA- CONCRETE SOLUTIONS	47.37	Public Works
109274	9/15/2020	US BANK	VISA- HOME DEPOT	42.67	Public Works
109345	9/22/2020	DIG SAFE BOARD	STATE REGULATORY FEE	40.01	Public Works
109375	9/22/2020	VERIZON WIRELESS	TELEPHONE SERVICE	38.01	Public Works
109317	9/17/2020	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- SEP 20	28.37	Public Works
109427	10/1/2020	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- OCT 20	28.37	Public Works
109317	9/17/2020	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- SEP 20	25.10	Public Works
109427	10/1/2020	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- OCT 20	25.10	Public Works
109274	9/15/2020	US BANK	VISA- DIY/HOME DEPOT	19.24	Public Works
109286	9/17/2020	BCC	LIFE & DISABILITY INS- JUL 20	19.01	Public Works
109386	10/1/2020	BCC	LIFE & DISABILITY INS- SEP 20	19.01	Public Works
109317	9/17/2020	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- SEP 20	18.67	Public Works
109427	10/1/2020	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- OCT 20	18.67	Public Works
109274	9/15/2020	US BANK	VISA- AMAZON.COM	17.15	Public Works
109274	9/15/2020	US BANK	VISA- AMAZON.COM	14.22	Public Works
109286	9/17/2020	BCC	LIFE & DISABILITY INS- JUL 20	13.90	Public Works
109386	10/1/2020	BCC	LIFE & DISABILITY INS- SEP 20	13.90	Public Works
109317	9/17/2020	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- SEP 20	13.26	Public Works
109427	10/1/2020	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- OCT 20	13.26	Public Works
109274	9/15/2020	US BANK	VISA- HARBOR FREIGHTS	10.99	Public Works
109286	9/17/2020	BCC	LIFE & DISABILITY INS- JUL 20	10.66	Public Works
109386	10/1/2020	BCC	LIFE & DISABILITY INS- SEP 20	10.66	Public Works
109317	9/17/2020	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- SEP 20	10.33	Public Works
109427	10/1/2020	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- OCT 20	10.33	Public Works
109286	9/17/2020	BCC	LIFE & DISABILITY INS- JUL 20	9.17	Public Works
109386	10/1/2020	BCC	LIFE & DISABILITY INS- SEP 20	9.17	Public Works
109286	9/17/2020	BCC	LIFE & DISABILITY INS- JUL 20	8.75	Public Works
109386	10/1/2020	BCC	LIFE & DISABILITY INS- SEP 20	8.75	Public Works
109286	9/17/2020	BCC	LIFE & DISABILITY INS- JUL 20	7.38	Public Works
109386	10/1/2020	BCC	LIFE & DISABILITY INS- SEP 20	7.38	Public Works
109286	9/17/2020	BCC	LIFE & DISABILITY INS- JUL 20	7.37	Public Works
109386	10/1/2020	BCC	LIFE & DISABILITY INS- SEP 20	7.37	Public Works
109317	9/17/2020	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- SEP 20	6.06	Public Works
109427	10/1/2020	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- OCT 20	6.06	Public Works
109286	9/17/2020	BCC	LIFE & DISABILITY INS- JUL 20	6.03	Public Works



Check Register Report

Bank: BANK OF AMERICA - CITY OPERATING

Reporting Period: 09/09/2020 to 10/01/2020

Date: 10/5/2020

Time: 10:30:26AM

Page 18 of 22

Check No.	Check Date	Vendor Name	Check Description	Amount	Department
109386	10/1/2020	BCC	LIFE & DISABILITY INS- SEP 20	6.03	Public Works
109286	9/17/2020	BCC	LIFE & DISABILITY INS- JUL 20	5.95	Public Works
109386	10/1/2020	BCC	LIFE & DISABILITY INS- SEP 20	5.95	Public Works
109294	9/17/2020	CSAC-EXCESS INSURANCE	EAP/JUL-SEP 2020	5.60	Public Works
109317	9/17/2020	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- SEP 20	5.35	Public Works
109427	10/1/2020	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- OCT 20	5.35	Public Works
109286	9/17/2020	BCC	LIFE & DISABILITY INS- JUL 20	5.14	Public Works
109386	10/1/2020	BCC	LIFE & DISABILITY INS- SEP 20	5.14	Public Works
109286	9/17/2020	BCC	LIFE & DISABILITY INS- JUL 20	5.10	Public Works
109386	10/1/2020	BCC	LIFE & DISABILITY INS- SEP 20	5.10	Public Works
109286	9/17/2020	BCC	LIFE & DISABILITY INS- JUL 20	4.22	Public Works
109386	10/1/2020	BCC	LIFE & DISABILITY INS- SEP 20	4.22	Public Works
109317	9/17/2020	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- SEP 20	4.16	Public Works
109427	10/1/2020	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- OCT 20	4.16	Public Works
109286	9/17/2020	BCC	LIFE & DISABILITY INS- JUL 20	3.70	Public Works
109386	10/1/2020	BCC	LIFE & DISABILITY INS- SEP 20	3.70	Public Works
109286	9/17/2020	BCC	LIFE & DISABILITY INS- JUL 20	3.55	Public Works
109386	10/1/2020	BCC	LIFE & DISABILITY INS- SEP 20	3.55	Public Works
109286	9/17/2020	BCC	LIFE & DISABILITY INS- JUL 20	3.34	Public Works
109386	10/1/2020	BCC	LIFE & DISABILITY INS- SEP 20	3.34	Public Works
109294	9/17/2020	CSAC-EXCESS INSURANCE	EAP/JUL-SEP 2020	3.12	Public Works
109294	9/17/2020	CSAC-EXCESS INSURANCE	EAP/JUL-SEP 2020	3.02	Public Works
109286	9/17/2020	BCC	LIFE & DISABILITY INS- JUL 20	2.88	Public Works
109386	10/1/2020	BCC	LIFE & DISABILITY INS- SEP 20	2.88	Public Works
109294	9/17/2020	CSAC-EXCESS INSURANCE	EAP/JUL-SEP 2020	2.58	Public Works
109317	9/17/2020	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- SEP 20	2.29	Public Works
109427	10/1/2020	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- OCT 20	2.29	Public Works
109286	9/17/2020	BCC	LIFE & DISABILITY INS- JUL 20	1.78	Public Works
109386	10/1/2020	BCC	LIFE & DISABILITY INS- SEP 20	1.78	Public Works
109294	9/17/2020	CSAC-EXCESS INSURANCE	EAP/JUL-SEP 2020	1.62	Public Works
109286	9/17/2020	BCC	LIFE & DISABILITY INS- JUL 20	1.45	Public Works
109386	10/1/2020	BCC	LIFE & DISABILITY INS- SEP 20	1.45	Public Works
109286	9/17/2020	BCC	LIFE & DISABILITY INS- JUL 20	1.23	Public Works
109386	10/1/2020	BCC	LIFE & DISABILITY INS- SEP 20	1.23	Public Works
109286	9/17/2020	BCC	LIFE & DISABILITY INS- JUL 20	0.89	Public Works
109386	10/1/2020	BCC	LIFE & DISABILITY INS- SEP 20	0.89	Public Works



Check Register Report

Bank: BANK OF AMERICA - CITY OPERATING
 Reporting Period: 09/09/2020 to 10/01/2020

Date: 10/5/2020
 Time: 10:30:26AM
 Page 19 of 22

Check No.	Check Date	Vendor Name	Check Description	Amount	Department
Total Amount for 152 Line Item(s) from Public Works				\$220,608.79	
Recoverable / Refund / Liability					
109433	10/1/2020	RUBIN/JEFF//	EMPLOYEE COMPUTER LOAN	1,040.00	Recoverable / Refund / Liability
109407	10/1/2020	HERNANDEZ/MARICELA//	EMPLOYEE COMPUTER LOAN	771.49	Recoverable / Refund / Liability
109382	10/1/2020	ARKOFF/HAROLD//	RECREATION REFUND	134.00	Recoverable / Refund / Liability
109421	10/1/2020	MILLER/ARLENE//	RECREATION REFUND	134.00	Recoverable / Refund / Liability
109438	10/1/2020	TANENBAUM/TRISH//	RECREATION REFUND	134.00	Recoverable / Refund / Liability
109387	10/1/2020	BORDEN/FLO//	RECREATION REFUND	108.00	Recoverable / Refund / Liability
109394	10/1/2020	CHETTLE/DIANE//	RECREATION REFUND	108.00	Recoverable / Refund / Liability
109411	10/1/2020	KENNEDY/AUGUSTA//	RECREATION REFUND	108.00	Recoverable / Refund / Liability
109361	9/22/2020	P&A ADMINISTRATIVE SVCS INC	FSA MONTHLY ADMIN FEE- OCT 20	63.00	Recoverable / Refund / Liability
109274	9/15/2020	US BANK	VISA- RADIO PARADE	15.00	Recoverable / Refund / Liability
109274	9/15/2020	US BANK	VISA- WALL STREET JOURNAL	-196.18	Recoverable / Refund / Liability
109338	9/22/2020	C.A. RASMUSSEN, INC.	CONSTRUCTION SERVICES- SMRT PK	-19,188.35	Recoverable / Refund / Liability
Total Amount for 12 Line Item(s) from Recoverable / Refund / Liability				\$-16,769.04	
Tennis & Swim Center					
109280	9/16/2020	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- T&SC	3,862.71	Tennis & Swim Center
109355	9/22/2020	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	2,862.33	Tennis & Swim Center
109435	10/1/2020	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	2,078.84	Tennis & Swim Center
109324	9/17/2020	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	2,039.55	Tennis & Swim Center
109278	9/16/2020	CASAS/JORGE//	FITNESS EQUIPMENT REPAIRS	925.00	Tennis & Swim Center
109278	9/16/2020	CASAS/JORGE//	FITNESS EQUIPMENT REPAIRS	820.64	Tennis & Swim Center
109374	9/22/2020	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- T&SC	786.71	Tennis & Swim Center
109370	9/22/2020	TIME WARNER CABLE	CABLE MODEM/HDTV- T&SC	708.30	Tennis & Swim Center
109291	9/17/2020	CASAS/JORGE//	FITNESS EQUIPMENT REPAIRS	700.00	Tennis & Swim Center
109325	9/17/2020	SOUTHERN CALIFORNIA GAS CO	GAS SERVICE	572.37	Tennis & Swim Center
109274	9/15/2020	US BANK	VISA- FRESH GRAFX/LIFEGUARD ST	535.48	Tennis & Swim Center
109307	9/17/2020	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	530.44	Tennis & Swim Center
109274	9/15/2020	US BANK	VISA- HOME DEPOT	516.63	Tennis & Swim Center
109274	9/15/2020	US BANK	VISA- RED CROSS	468.00	Tennis & Swim Center
109374	9/22/2020	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- T&SC	454.90	Tennis & Swim Center
109280	9/16/2020	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- T&SC	390.07	Tennis & Swim Center
109340	9/22/2020	CLARK PEST CONTROL	PEST CONTROL SERVICES	325.00	Tennis & Swim Center
109329	9/17/2020	WATERLINE TECHNOLOGIES INC	POOL CHEMICALS	304.52	Tennis & Swim Center



Check Register Report

Bank: BANK OF AMERICA - CITY OPERATING
 Reporting Period: 09/09/2020 to 10/01/2020

Date: 10/5/2020
 Time: 10:30:26AM
 Page 20 of 22

Check No.	Check Date	Vendor Name	Check Description	Amount	Department
109274	9/15/2020	US BANK	VISA- BEST BUY/FENCE FACTORY	289.58	Tennis & Swim Center
109377	9/22/2020	WATERLINE TECHNOLOGIES INC	POOL CHEMICALS	280.87	Tennis & Swim Center
109317	9/17/2020	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- SEP 20	187.63	Tennis & Swim Center
109427	10/1/2020	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- OCT 20	187.63	Tennis & Swim Center
109274	9/15/2020	US BANK	VISA- MCCALLA CO	187.61	Tennis & Swim Center
109274	9/15/2020	US BANK	VISA- MCCALLA CO	185.67	Tennis & Swim Center
109443	10/1/2020	WATERLINE TECHNOLOGIES INC	POOL CHEMICALS	176.63	Tennis & Swim Center
109374	9/22/2020	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- T&SC	160.00	Tennis & Swim Center
109274	9/15/2020	US BANK	VISA- HOME DEPOT	153.10	Tennis & Swim Center
109443	10/1/2020	WATERLINE TECHNOLOGIES INC	POOL CHEMICALS	130.97	Tennis & Swim Center
109274	9/15/2020	US BANK	VISA- BEST BUY/FENCE FACTORY	109.49	Tennis & Swim Center
109274	9/15/2020	US BANK	VISA- CONSTANT CONTACT	100.00	Tennis & Swim Center
109286	9/17/2020	BCC	LIFE & DISABILITY INS- JUL 20	89.36	Tennis & Swim Center
109386	10/1/2020	BCC	LIFE & DISABILITY INS- SEP 20	89.36	Tennis & Swim Center
109323	9/17/2020	SECURAL SECURITY CORP	ALARM RESPONSE- T&SC	84.27	Tennis & Swim Center
109303	9/17/2020	INNER-I ...SECURITY IN FOCUS	JUL-SEP 2020 MONITORING- T&SC	75.00	Tennis & Swim Center
109274	9/15/2020	US BANK	VISA- RALPHS	70.80	Tennis & Swim Center
109286	9/17/2020	BCC	LIFE & DISABILITY INS- JUL 20	60.81	Tennis & Swim Center
109386	10/1/2020	BCC	LIFE & DISABILITY INS- SEP 20	60.81	Tennis & Swim Center
109286	9/17/2020	BCC	LIFE & DISABILITY INS- JUL 20	43.13	Tennis & Swim Center
109386	10/1/2020	BCC	LIFE & DISABILITY INS- SEP 20	43.13	Tennis & Swim Center
109317	9/17/2020	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- SEP 20	39.35	Tennis & Swim Center
109427	10/1/2020	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- OCT 20	39.35	Tennis & Swim Center
109274	9/15/2020	US BANK	VISA- SINCALIR	37.84	Tennis & Swim Center
109294	9/17/2020	CSAC-EXCESS INSURANCE	EAP/JUL-SEP 2020	30.69	Tennis & Swim Center
109317	9/17/2020	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- SEP 20	19.31	Tennis & Swim Center
109427	10/1/2020	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- OCT 20	19.31	Tennis & Swim Center
109286	9/17/2020	BCC	LIFE & DISABILITY INS- JUL 20	15.54	Tennis & Swim Center
109386	10/1/2020	BCC	LIFE & DISABILITY INS- SEP 20	15.54	Tennis & Swim Center
109286	9/17/2020	BCC	LIFE & DISABILITY INS- JUL 20	14.63	Tennis & Swim Center
109386	10/1/2020	BCC	LIFE & DISABILITY INS- SEP 20	14.63	Tennis & Swim Center
109286	9/17/2020	BCC	LIFE & DISABILITY INS- JUL 20	11.59	Tennis & Swim Center
109386	10/1/2020	BCC	LIFE & DISABILITY INS- SEP 20	11.59	Tennis & Swim Center
109417	10/1/2020	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	7.50	Tennis & Swim Center
109286	9/17/2020	BCC	LIFE & DISABILITY INS- JUL 20	7.49	Tennis & Swim Center
109386	10/1/2020	BCC	LIFE & DISABILITY INS- SEP 20	7.49	Tennis & Swim Center
109294	9/17/2020	CSAC-EXCESS INSURANCE	EAP/JUL-SEP 2020	4.85	Tennis & Swim Center
109317	9/17/2020	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- SEP 20	4.55	Tennis & Swim Center



Check Register Report

Bank: BANK OF AMERICA - CITY OPERATING

Reporting Period: 09/09/2020 to 10/01/2020

Date: 10/5/2020

Time: 10:30:26AM

Page 21 of 22

Check No.	Check Date	Vendor Name	Check Description	Amount	Department
109427	10/1/2020	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- OCT 20	4.55	Tennis & Swim Center
109286	9/17/2020	BCC	LIFE & DISABILITY INS- JUL 20	2.79	Tennis & Swim Center
109386	10/1/2020	BCC	LIFE & DISABILITY INS- SEP 20	2.79	Tennis & Swim Center
Total Amount for 59 Line Item(s) from Tennis & Swim Center				\$21,958.72	

Transportation

109338	9/22/2020	C.A. RASMUSSEN, INC.	CONSTRUCTION SERVICES- SMRT PK	383,767.00	Transportation
109357	9/22/2020	MICHAEL BAKER INTERNATIONAL	PROFESSIONAL SERVICES	19,311.14	Transportation
109302	9/17/2020	IDEAL GENERAL SERVICES, INC.	DIAL-A-RIDE AUG 2020	14,573.00	Transportation
109359	9/22/2020	MV TRANSPORTATION, INC.	SHUTTLE SERVICES- AUG 20	14,296.16	Transportation
109359	9/22/2020	MV TRANSPORTATION, INC.	SHUTTLE SERVICES- JUL 20	13,833.11	Transportation
109405	10/1/2020	FUSCOE ENGINEERING, INC.	ENGINEERING SERVICES	12,618.00	Transportation
109436	10/1/2020	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	11,572.48	Transportation
109324	9/17/2020	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	6,384.23	Transportation
109441	10/1/2020	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- CIP	4,951.00	Transportation
109304	9/17/2020	JOHN KULAR CONSULTING	ENGINEERING SERVICES	4,527.50	Transportation
109366	9/22/2020	SIEMENS MOBILITY, INC	TRAFFIC SIGN MAINTENANCE	4,031.28	Transportation
109435	10/1/2020	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	2,577.29	Transportation
109425	10/1/2020	NEWBURY PARK TREE SERVICE INC	TREE TRIMMING/REMOVAL SVCS	1,380.00	Transportation
109372	9/22/2020	UNITED PACIFIC	FUEL CHARGES- AUG 2020	1,363.05	Transportation
109425	10/1/2020	NEWBURY PARK TREE SERVICE INC	TREE TRIMMING/REMOVAL SVCS	1,195.00	Transportation
109425	10/1/2020	NEWBURY PARK TREE SERVICE INC	TREE TRIMMING/REMOVAL SVCS	1,137.00	Transportation
109295	9/17/2020	DEPALMA DESIGN GROUP	INSPECTION SERVICES	540.00	Transportation
109354	9/22/2020	LA DWP	TRAFFIC METER SERVICE	182.01	Transportation
109274	9/15/2020	US BANK	VISA- SAFEWAY SIGNS	137.54	Transportation
109274	9/15/2020	US BANK	VISA- SHELL OIL/7 ELEVEN	134.76	Transportation
109274	9/15/2020	US BANK	VISA- SPEEDWAY	70.82	Transportation
109274	9/15/2020	US BANK	VISA- SHELL OIL	56.06	Transportation
109274	9/15/2020	US BANK	VISA- SINCLAIR/7 ELEVEN	53.31	Transportation
109274	9/15/2020	US BANK	VISA- SINCLAIR	50.71	Transportation
109274	9/15/2020	US BANK	VISA- SHELL OIL	28.76	Transportation
109274	9/15/2020	US BANK	VISA- CHEVRON	27.95	Transportation
109274	9/15/2020	US BANK	VISA- CHEVRON	25.00	Transportation
109317	9/17/2020	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- SEP 20	23.87	Transportation
109427	10/1/2020	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- OCT 20	23.87	Transportation
109317	9/17/2020	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- SEP 20	21.45	Transportation
109427	10/1/2020	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- OCT 20	21.45	Transportation



Check Register Report

Bank: BANK OF AMERICA - CITY OPERATING

Reporting Period: 09/09/2020 to 10/01/2020

Date: 10/5/2020

Time: 10:29:48AM

Page 22 of 22

Check No.	Check Date	Vendor Name	Check Description	Amount	Department
109399	10/1/2020	COUNTY OF LOS ANGELES	CONTRACT SERVICES	14.29	Transportation
109286	9/17/2020	BCC	LIFE & DISABILITY INS- JUL 20	12.97	Transportation
109386	10/1/2020	BCC	LIFE & DISABILITY INS- SEP 20	12.97	Transportation
109286	9/17/2020	BCC	LIFE & DISABILITY INS- JUL 20	11.83	Transportation
109386	10/1/2020	BCC	LIFE & DISABILITY INS- SEP 20	11.83	Transportation
109286	9/17/2020	BCC	LIFE & DISABILITY INS- JUL 20	9.40	Transportation
109386	10/1/2020	BCC	LIFE & DISABILITY INS- SEP 20	9.40	Transportation
109286	9/17/2020	BCC	LIFE & DISABILITY INS- JUL 20	8.85	Transportation
109386	10/1/2020	BCC	LIFE & DISABILITY INS- SEP 20	8.85	Transportation
109286	9/17/2020	BCC	LIFE & DISABILITY INS- JUL 20	6.26	Transportation
109386	10/1/2020	BCC	LIFE & DISABILITY INS- SEP 20	6.26	Transportation
109286	9/17/2020	BCC	LIFE & DISABILITY INS- JUL 20	5.71	Transportation
109386	10/1/2020	BCC	LIFE & DISABILITY INS- SEP 20	5.71	Transportation
109294	9/17/2020	CSAC-EXCESS INSURANCE	EAP/JUL-SEP 2020	5.60	Transportation
109317	9/17/2020	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- SEP 20	5.56	Transportation
109427	10/1/2020	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- OCT 20	5.56	Transportation
109294	9/17/2020	CSAC-EXCESS INSURANCE	EAP/JUL-SEP 2020	5.39	Transportation
109317	9/17/2020	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- SEP 20	5.05	Transportation
109427	10/1/2020	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- OCT 20	5.05	Transportation
109286	9/17/2020	BCC	LIFE & DISABILITY INS- JUL 20	2.26	Transportation
109386	10/1/2020	BCC	LIFE & DISABILITY INS- SEP 20	2.26	Transportation
109286	9/17/2020	BCC	LIFE & DISABILITY INS- JUL 20	2.13	Transportation
109386	10/1/2020	BCC	LIFE & DISABILITY INS- SEP 20	2.13	Transportation
109274	9/15/2020	US BANK	VISA- AUTOZONE	-60.04	Transportation
Total Amount for 55 Line Item(s) from Transportation				\$499,020.08	
GRAND TOTAL for 735 Line Items				\$2,404,711.24	



Check Register Report

Bank: BANK OF AMERICA - TENNIS & SWIM CENTER

Reporting Period: 09/09/2020 to 09/28/2020

Date: 10/5/2020

Time: 10:33:14AM

Page 1 of 1

Check No.	Check Date	Vendor Name	Check Description	Amount	Department
Tennis & Swim Center					
13912	9/28/2020	BLUE SHIELD OF CA	INSURANCE EXPENSE	7,459.78	Tennis & Swim Center
13908	9/22/2020	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	2,862.34	Tennis & Swim Center
13914	9/28/2020	ICW GROUP	WORKERS COMP INS	1,907.56	Tennis & Swim Center
13917	9/28/2020	WILSON SPORTING GOODS	FACILITY EXPENSE	1,771.60	Tennis & Swim Center
13909	9/22/2020	UNIFIRST CORPORATION	JANITORIAL SUPPLIES	857.00	Tennis & Swim Center
13908	9/22/2020	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	530.45	Tennis & Swim Center
13907	9/22/2020	DESIGNSCAPE	PLANT MAINTENANCE- T&SC	515.15	Tennis & Swim Center
13916	9/28/2020	UNIFIRST CORPORATION	JANITORIAL SUPPLIES	454.84	Tennis & Swim Center
13906	9/22/2020	AT&T	TELEPHONE SERVICE	377.93	Tennis & Swim Center
13911	9/28/2020	BLUE SHIELD OF CA	INSURANCE EXPENSE	330.30	Tennis & Swim Center
13910	9/22/2020	XEROX FINANCIAL SERVICES	ADMINISTRATIVE EXPENSES	293.62	Tennis & Swim Center
13909	9/22/2020	UNIFIRST CORPORATION	JANITORIAL SUPPLIES	290.06	Tennis & Swim Center
13915	9/28/2020	IMAGE SOURCE	ADMINISTRATIVE EXPENSES	282.66	Tennis & Swim Center
13913	9/28/2020	BROAD BASED COMMUNICATIONS INC	PHONE SYSTEM REPAIRS	274.61	Tennis & Swim Center
Total Amount for 14 Line Item(s) from Tennis & Swim Center				\$18,207.90	
GRAND TOTAL for 14 Line Items				\$18,207.90	

28-Oct

1	CD	Conset	of Ordinance 2020-384, revising Calabasas Municipal Code Chapter 5.04 - Motion Picture, Television and Photographic Production
2	CC	Conset	of Ordinance No. 2020-387, amending Section 2.08.090 (Removal Procedure) of Chapter 2.08 (City Manager) of Title 2 (Administration and Personnel) of the Calabasas Municipal Code to facilitate City Council's <u>removal of the City Manager</u>
3	FIN	New Business	CalPERS Report
4	AS/HR	New Business	Adoption of Resolution No. 2020-1704, updating HR Guidelines
5	FIN	New Business	Quarterly budget update and recommendations for remaining monies from the Woolsey Fire Settlement Fund (FUND 46)
6	CD	New Business	Adoption of Urgency Ordinance No. 2020-385, amending Section 1.17.080 (Administrative Citations) and Section 1.17.110 (Amount of Administrative Fines and Penalties) of Chapter 1.17 (Administrative Enforcement) of Title 1 (General Provisions) of the Calabasas Municipal Code. Introduction of Ordinance No. 2020-386, amending Section 1.17.080 (Administrative Citations) and Section 1.17.110 (Amount of Administrative Fines and Penalties) of Chapter 1.17 (Administrative Enforcement) of Title 1 (General Provisions) of the Calabasas Municipal Code

Future Items

7	CC	Consent	Adoption of Resolution No. 2020-17__, reaffirming and extending the existence of a Local State of Emergency due to the Novel Coronavirus COVID-19 Pandemic
8	CC	New Business	Update on Status of the Agoura Hills/Calabasas Community Center
9	CC	New Business	Appointment to the Board of Trustees of the Los Angeles County West Vector & Vector-Borne Disease Control District for a term expiring Dec 2022
10	CD	Consent	Adoption of Ordinance No. 2020-386, regarding Code amendment to Chapter 1.17 Admin Enforcement
11	PW	New Business	Mulholland Corridor Study
12	PW	New Business	PS and TTC recommendation regarding Automatic Plate Readers Report
13	PW	New Business	Update regarding anticoagulants
14	CD/Finance	New Business	Annexation update
15	CD	New Business	Planning Commission recommendations regarding amendments to the City's Story Pole Procedures
16	CD	New Business	Annual Rental Registration Program Report
17	CA	New Business	Closed session regarding State's mandate for affordable housing
18	CD	Public Hearing	West Village Project
19	CC	Presentation	Chuck Becerra and Sheriff's discussion on use of force
20	CD	New Business	Ordinance regulating construction work hours
21	CD	New Business	Historic Preservation Commission recommendation regarding acceptance of <u>third party plaques</u>
22	CC	Special Item	Recognition of outgoing Councilmember Fred Gaines
23	CC	New Business	Election certification/Council reorganization
24	CC	New Business	Commission appointments

2020 Meeting Dates	
3-Nov General Municipal Election	25-Nov Canceled - Thanksgiving Eve
10-Nov Special Meeting	Dec 2 - Special Meeting
11-Nov Canceled - Veteran's Day	9-Dec - Election Certification/ Council Reorg.
	23-Dec - Canceled