



**CITY COUNCIL AGENDA  
REGULAR MEETING – WEDNESDAY, APRIL 28, 2021  
VIA ZOOM TELECONFERENCE  
[www.cityofcalabasas.com](http://www.cityofcalabasas.com)**

**IMPORTANT NOTICE REGARDING THE APRIL 28, 2021, 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://cityofcalabasas.zoom.us/j/83020781443?pwd=UmhqZ2NyRG1jUktvbFA5OUlFakhHQT09>

Webinar ID: 83020781443

Passcode: 665632

Or iPhone one-tap:

US: +1-669-900-9128,, 83020781443# or +1-253-215-8782,, 83020781443#

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

International numbers available: <https://us02web.zoom.us/j/83020781443?pwd=UmhqZ2NyRG1jUktvbFA5OUlFakhHQT09>

In the event a quorum of the City Council loses electrical power or suffers an internet connection outage not corrected within 15 minutes, the meeting will be adjourned. Any items noticed as public hearings will be continued to the next regularly scheduled meeting of the City Council. Any other agenda items the Council has not taken action on will be placed on a future agenda.

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

Any legal action by an applicant, appellant, or other person, seeking to obtain judicial review of any City Council decisions may be subject to the 90-day filing period of, and governed by, Code of Civil Procedure sections 1094.5 and 1094.6.

**CLOSED SESSION – 6:00 P.M.**

1. Conference with Real Property Negotiator  
(Gov't Code §54956.8)  
Property Address: 27040 Malibu Hills Rd., Calabasas, CA 91301  
Agency Negotiator: Kindon Meik, City Manager  
Negotiating Party: City of Agoura Hills  
Under Negotiation: Price and Terms of Payment
  
2. Conference with Legal Counsel; Anticipated Litigation  
(Gov. Code § 54956.9(d)(2),(e)(1))  
A point has been reached where, in the opinion of the City Council on the advice of its legal counsel, based on the below described existing facts and circumstances, there is a significant exposure to litigation against the City. Facts and circumstances that might result in litigation but which the City believes are not yet known to potential plaintiffs
  
3. Conference with Labor Negotiators (Gov. Code Section 54957.6)  
City Negotiator: Kindon Meik, City Manager  
Employees: All Unrepresented Employees

**OPENING MATTERS – 7:00 P.M.**

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

**ANNOUNCEMENTS/INTRODUCTIONS – 7:15 P.M.**

**ORAL COMMUNICATION – PUBLIC COMMENT – 7:25 P.M.**

**CONSENT ITEMS – 7:35 P.M.**

1. [Approval of minutes of April 14, 2021](#)
  
2. [Recommendation to award a 18-month professional services agreement to Azteca Landscape for landscape maintenance of the common areas for Oak Park Calabasas Homeowners Association within Landscape Lighting Act District 22 in the City of Calabasas in an amount not to exceed \\$250,000.00](#)

3. Adoption of Resolution No. 2021-1725, initiating proceedings for the levy and collection of assessments in connection with Landscape Maintenance District No. 22 and Landscape Lighting Act District Nos. 22, 24, 27, and 32 for Fiscal Year 2021-2022; Adoption of Resolution No. 2021-1726, approving a preliminary Engineer's Report with respect to the levy and collection of assessments in connection with the Landscape Lighting Act District Nos. 22, 24, 27, and 32 for Fiscal Year 2021-2022; Adoption of Resolution No. 2021-1727 declaring its intent to levy and collect assessments within Landscape Maintenance District No. 22 and Landscape Lighting Act District Nos. 22, 24, 27, and 32 and setting a time and place for a public hearing
4. Grant awards to Parent Faculty Clubs for schools in Calabasas
5. Recommendation to approve a professional services agreement with Ruiz Concrete and Paving, Inc. in the amount of \$100,000 on an as-needed basis for sidewalk and roadway repair, concrete maintenance and other related general maintenance work
6. Consider award of a professional services agreement to John Paul Thornton in the amount of \$160,000

#### **NEW BUSINESS – 7:45 P.M.**

7. Discussion of a draft Memorandum of Understanding between the City of Calabasas and Calabasas Crest, Ltd. the owners of the Calabasas Village Mobile Home Estates
8. Sheriff's Crime Report - March 2021
9. 2021 California Redistricting Process

#### **INFORMATIONAL REPORTS – 9:50 P.M.**

10. Check Register for the period of April 6-13, 2021

#### **TASK FORCE REPORTS – 9:45 P.M.**

#### **CITY MANAGER'S REPORT – 9:50 P.M.**

#### **FUTURE AGENDA ITEMS – 9:55 P.M.**

#### **ADJOURN – 10:00 P.M.**

The City Council will adjourn to a regular meeting scheduled on Wednesday, May 12, 2021, at 7:00 p. m.

**MINUTES OF A SPECIAL MEETING OF  
THE CITY COUNCIL OF THE CITY OF CALABASAS, CALIFORNIA  
HELD WEDNESDAY, APRIL 14, 2021**

Mayor Bozajian called the meeting to order at 6:15 p.m. via Zoom Teleconference.

**ROLL CALL**

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

Absent: None

**CLOSED SESSION**

1. Conference with Legal Counsel; Anticipated Litigation  
(Gov. Code § 54956.9(d)(2))

A point has been reached where, in the opinion of the City Council on the advice of its legal counsel, based on the below-described existing facts and circumstances, there is a significant exposure to litigation against the City.

Receipt of Claim pursuant to Tort Claims Act or other written communication threatening litigation (copy available for public inspection in Clerk's office).

Name of Entity Threatening Litigation: California Grocer's Association  
(Gov. Code § 54956.9(e)(3))

**ADJOURN**

The meeting adjourned at 6:50 p.m. to a regular meeting scheduled on Wednesday, April 14, 2021, at 7:00 p.m.

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

**MINUTES OF A REGULAR MEETING  
OF THE CITY COUNCIL OF THE CITY OF CALABASAS, CALIFORNIA  
HELD WEDNESDAY, APRIL 14, 2021**

Mayor Bozajian called the Closed Session to order at 6:05 p.m. via Zoom Teleconferencing.

1. Conference with Real Property Negotiators (Gov. Code Section 54956.8)  
Property Address: 27040 Malibu Hills Road, Calabasas, CA 91301  
Agency Negotiator: Kindon Meik, City Manager  
Negotiating Party: City of Agoura Hills  
Under Negotiation: Price and Terms of Payment
2. Public Employee Performance Evaluation (Gov. Code Section 54957)  
Position Title: City Manager

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

Mayor Bozajian called the Open Session to order at 7:04 p.m. via Zoom Teleconferencing.

**ROLL CALL**

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

Absent: None

Staff: Bingham, Hall, Hernandez, Meik and Summers

**PLEDGE OF ALLEGIANCE**

The Pledge of Allegiance was led by City Clerk Maricela Hernandez.

**APPROVAL OF AGENDA**

**Mayor pro Tem Maurer moved, seconded by Councilmember Weintraub to approve the agenda. MOTION CARRIED 5/0 by Roll Call Vote as follows:**

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

Mr. Summers reported that the City Council met in Closed Session prior to this meeting and there were no reportable actions.

## **ANNOUNCEMENTS/INTRODUCTIONS**

Members of the Council made the following announcements:

Mayor pro Tem Maurer

- Extended an invitation to a listening session hosted by Malibu Foundation, UCLA and LA County Office of Sustainability geared towards seniors for a second assessment of the impacts of wild fires and extreme heat events on April 29.
- Extended an invitation to various activities hosted by the Mayor and the Mayor's Youth Council during Earth Week, which includes Arbor Day on April 24 and a Creek Cleanup on April 25.

Councilmember Kraut

- Extended an invitation to the Las Virgenes Creek Cleanup on April 25.

Councilmember Shapiro

- Extended an invitation to the Sixth Annual Law Day hosted by the Calabasas Chamber of Commerce on April 30.

Councilmember Weintraub

- The Library has reopened with limited hours for in person service.
- Extended an invitation to the Calabasas Summer Youth Outdoor Basketball League. Registration information available on the City's website.

## **ORAL COMMUNICATIONS – PUBLIC COMMENT**

None.

## **CONSENT**

Mayor pro Tem Maurer requested Item No. 4 be pulled from Consent.

1. Approval of minutes of March 24 and March 31, 2021
2. Adoption of Ordinance No. 2021-391, revising Calabasas Municipal Code Section 17.12.050 (Antennas/Personal Wireless Telecommunication Facilities) and add a new Chapter 17.31 to regulate Wireless Telecommunication Facilities
3. Adoption of Resolution No. 2021-1724, to record a Nuisance Abatement Lien against real property located at 22534 Calipatria Drive, Calabasas
4. Adoption of Resolution No. 2021-1728, approving the annual Investment Policy for Fiscal Year 2020-2021 and rescinding Resolution No. 2019-1657

5. Investment Reports for the quarter ended September 30, 2020, December 31, 2020 and March 31, 2021
6. Adoption of Resolution No. 2021-1729, proclaiming April 24, 2021 as "Arbor Day" in the City of Calabasas

**Councilmember Kraut moved, seconded by Mayor pro Tem Maurer to approve Consent Items Nos. 1-3 and 5-6. MOTION CARRIED 5/0 by Roll Call Vote as follows:**

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

**After discussion Mayor pro Tem Maurer moved, seconded by Councilmember Weintraub to approve Consent Item No. 4. MOTION CARRIED 5/0 by Roll Call Vote as follows:**

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

### **CONTINUED BUSINESS**

7. Discussion on 2021 socially distant City events

Mr. Hall presented the report.

**The City Council provided direction to staff.**

### **NEW BUSINESS**

8. Request for Council consideration of a support letter on Senate Bill 612 (SB612), (Portantino) Ratepayer Equity

Mr. Bingham and CPA's representative Gina Goodhill presented the report.

**Mayor pro Tem Maurer moved, seconded by Councilmember Weintraub to approve Item No. 8. MOTION CARRIED 5/0 by Roll Call Vote as follows:**

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

9. Council Consideration of Potential Hazard/Hero Pay Ordinance for Front-line Grocery, Restaurant, and/or Hospitality Workers

The meeting recessed at 7:52 p.m.

The meeting reconvened at 8:02 p.m.

Mr. Summers presented the report.

Matthew Plotkin, Ian Mercer, Kevin Sanchez, Sloane Bockwill, David Juarez and Rachel Torres spoke on Item No. 9.

**The City Council provided direction to staff.**

### **INFORMATIONAL REPORTS**

10. Check Register for the period of March 16-April 5, 2021

**No action taken on this Item.**

### **TASK FORCE REPORTS**

Councilmember Shapiro reported his participation in a SCAG CHD Legislative Committee meeting and a Regional Council meeting. He also reported his participation in a Valley Economic Alliance Workforce and Education Committee meeting. Additionally, he reported he would be attending the League of California Cities Policy Committee meeting. Lastly, he reported that the SCAG's General Assembly would be hosted virtually on May 6.

Councilmember Kraut reported that Mayor Bozajian and he participated in a Calabasas Chamber of Commerce Executive Board meeting to discuss this year's events.

Councilmember Weintraub reported that Councilmember Kraut and she participated in a conference call with City staff, LA County, Deputy DeMatteo, Secural and the COG's Homeless Outreach Coordinator to discuss the City's resources for the homeless.

Mayor pro Tem Maurer reported that the Santa Monica Mountains Conservancy received \$12 million for wild fire recovery and prevention.

Mayor Bozajian reported that the League of California Cities would be hosting their annual convention in-person in Sacramento in September 2021.

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

None.

### **FUTURE AGENDA ITEMS**

Councilmember Kraut made a formal request for a discussion on how to best



utilize City Commissioners.

Mayor Bozajian announced that an MOU for the Calabasas Village and the 2021 California Redistricting Process are scheduled to be presented at the April 28 Council meeting. The West Village project is scheduled to come to Council on May 12; and the Calabasas Chamber of Commerce request for financial assistance will be scheduled for May 26.

**ADJOURN**

The meeting adjourned at 9:00 p.m. to a regular meeting scheduled on Wednesday, April 28, 2021, at 7:00 p.m.

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



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

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**DATE:** APRIL 8, 2021

**TO:** HONORABLE MAYOR AND COUNCILMEMBERS

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

**SUBJECT:** RECOMMENDATION TO AWARD AN EIGHTEEN MONTH PROFESSIONAL SERVICES AGREEMENT TO AZTECA LANDSCAPE FOR LANDSCAPE MAINTENANCE OF THE COMMON AREAS FOR OAK PARK CALABASAS HOMEOWNERS ASSOCIATION WITHIN LANDSCAPE LIGHTING ACT DISTRICT 22 IN THE CITY OF CALABASAS IN AN AMOUNT NOT TO EXCEED \$250,000

**MEETING DATE:** APRIL 28, 2021

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**SUMMARY RECOMMENDATION:**

Recommendation to award an eighteen month professional services agreement (PSA) to Azteca Landscape for the Landscape Maintenance of the Common Areas for Oak Park Calabasas Homeowners Association within the Landscape Lighting Act District 22 in the City of Calabasas, for the amount of \$250,000 plus Consumer Price Index (CPI) increases.

Additionally, authorize the Public Works Director to approve extra landscape maintenance work as needed under the terms of the PSA with Azteca Landscape, in an amount not to exceed the monies budgeted in the funds designated for the landscape work.

**BACKGROUND:**

The City’s current landscape contractor for this work is Azteca Landscape; the contract expired on February 8<sup>th</sup> 2021 however Azteca Landscape has continued to service Oak Park Calabasas HOA. A meeting was held with representatives of Oak Park Calabasas HOA and the City Landscape District Maintenance Manager. At the meeting different options were discussed and the Oak Park Calabasas HOA representatives decided for their community they would like to continue with Azteca Landscape. The City then reached out to Azteca Landscape who agreed to continue providing landscape services at the current amount plus the Consumer Price Index (CPI) increase. The new contract will be for eighteen months and expires on June 30<sup>th</sup> 2022.

**DISCUSSION/ANALYSIS:**

In general, the scope of this contract consists of, but is not limited to landscape maintenance of landscape spaces, including mowing and edging, weeding, sweeping, pruning of shrubs and groundcovers, fertilizing, litter clean-up, and tree trimming for clearances within the locations shown on the Work Area Maps, enclosed.

The yearly bid amount includes anticipated and routine scheduled maintenance operations but does not make provisions for unforeseen or emergency work which is not uncommon when maintaining large landscape areas; however, an estimated dollar amount was calculated and included in the landscaping budget in case of such occurrences. The additional work generated from such events is not guaranteed but if additional work is released by the City in no event shall the total contract value exceed \$250,000 over the eighteen month term of the contract.

Azteca Landscape is currently providing landscape contracting services for the City for Oak Park Calabasas HOA and desires to continue providing these services. As well, Oak Park Calabasas HOA Board of Directors desire to continue with Azteca Landscape and have sent a letter in support of keeping them.

**FISCAL IMPACT/SOURCE OF FUNDING:**

Funds for this contract are utilized from the following Fund 22: Landscape Maintenance District 22, 22-322-5712-xx assessment accounts:

Oak Park HOA	22-322-5712-13
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**REQUESTED ACTION:**

Recommendation to award an eighteen month professional services agreement (PSA) to Azteca Landscape for the Landscape Maintenance of the Common Areas for Oak Park Calabasas Homeowners Association within the Landscape Lighting Act District 22 in the City of Calabasas, for the amount of \$250,000 plus Consumer Price Index (CPI) increases.

Additionally, authorize the Public Works Director to approve extra landscape maintenance work as needed under the terms of the PSA with Azteca Landscape, in an amount not to exceed the monies budgeted in the funds designated for the landscape work.

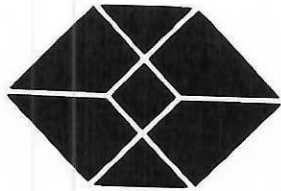
**ATTACHMENTS:**

ATTACHMENT A: Letter from Oak Park Calabasas HOA

ATTACHMENT B: Work Maps

ATTACHMENT C: Letter from Azteca Landscape

ATTACHMENT D: Professional Services Agreement



**ROSS MORGAN  
& COMPANY, INC., AAMC®**  
"An Accredited Association Management Company"

Sherman Oaks Calabasas Valencia Palmdale Saugus

ITEM 2 ATTACHMENT A

23901 Calabasas Road, Suite 2004  
Calabasas, CA 91302  
PO Box 8782, Calabasas, CA 91372  
(Please forward all mail to PO Box address)

(747)230-5046  
Fax (747)230-5048

April 7<sup>th</sup>, 2021

Heather Melton  
Landscape Maintenance District Manager  
Calabasas, CA 91302

Dear Heather,

Re: Azteca Landscaping

This letter is sent at the request of the Oak Park Calabasas Board of Directors to retain Azteca as the landscape contractor for this association and to continue maintaining the HOA property. The association is happy to know the monthly cost remains the same, and only the CPI may increase.

Thank you Heather, to your team, and for all you do for the association.

Sincerely,

Monica Trautman  
Oak Park Calabasas HOA  
Community Manager

cc: Board of Directors , Unit File

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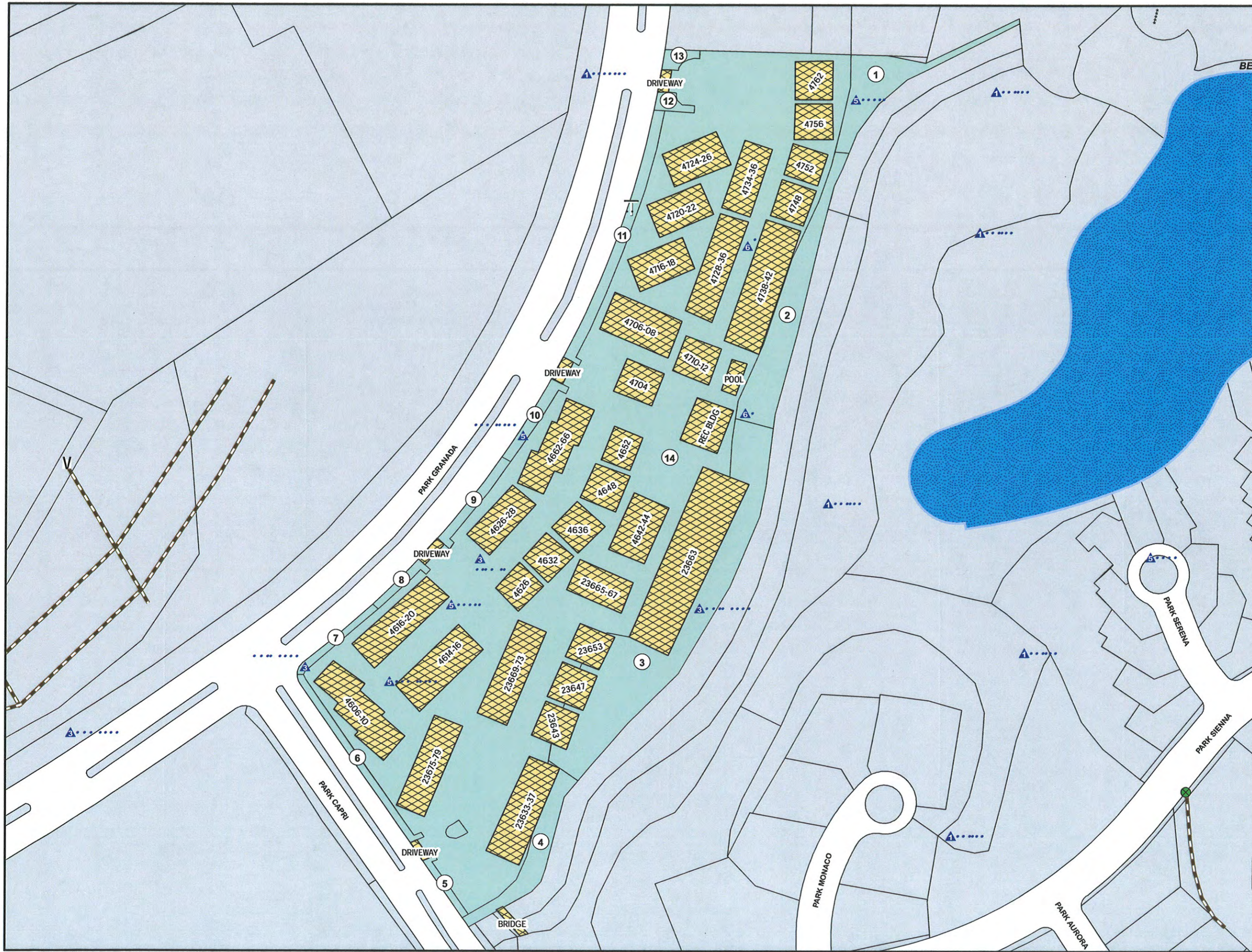


CITY of CALABASAS

LANDSCAPE LIGHTING ACT  
DISTRICT 22  
REVISED AREAS ONLY  
JANUARY 2009

**ZONE 13**

**OAK PARK**



**LEGEND/KEY**

- CURB DRAIN
- CATCHBASIN INLET
- STORM DRAIN INLET
- IRRIGATION CONTROLLERS/DEVICES**
- CALSENSE
- DIG
- IRRI-TROL
- LEIT
- RAIN BIRD
- STERLING
- WATER METER
- STRUCTURES
- V\_DITCHES
- Horse Trails
- LANDSCAPE MAINTENANCE AREAS**
- PARCELS/PRIVATE PROPERTY
- CALABASAS COUNTRY ESTATES HOA
- CALABASAS PARK ESTATES HOA
- CLAIRIDGE HOA
- OAK PARK HOA
- PALATINO HOA
- PARK SORRENTO HOA
- THE RIDGE HOA
- VISTA POINTE HOA
- CALABASAS LAKE



NOT TO SCALE



April 13, 2021

City of Calabasas  
Oak Park HOA  
100 Civic Center Way  
Calabasas, CA 91302

RE: Oak Park HOA

Dear Heather Milton,

This letter is to inform you that Azteca Landscape agrees to continue services for the City of Calabasas Oak Park HOA. The scope and services will remain the same.

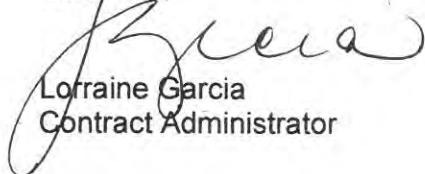
We would like to request an increase of 1.625% based on the CPI rate adjustment. Published in the U.S. Department of Labor, Bureau of Labor Statistics for the Los Angeles Cities, for year ending November 2020. This increase is due to the minimum wage increase. We believe the increase that we are requesting will alleviate some of the burden.

Our current monthly amount is \$5,727.85 and would increase to \$5,820.93 per month.

The increase would take effect February 9, 2021, the new contract year.

Thank you for the opportunity and consideration in the matter, and we look forward to continuing working with the City of Calabasas.

Sincerely,



Lorraine Garcia  
Contract Administrator

ITEM 2 ATTACHMENT D



CITY of CALABASAS

PROFESSIONAL SERVICES AGREEMENT

CONTRACT SUMMARY

<b>Name of Contractor:</b>	Azteca Landscape, Inc.
<b>City Department in charge of Contract:</b>	Landscape Division - Public Works
<b>Contact Person for City Department:</b>	Heather Melton
<b>Period of Performance for Contract:</b>	February 8 <sup>th</sup> , 2021 to June 30 <sup>th</sup> , 2022
<b>Not to Exceed Amount of Contract:</b>	\$250,000.00
<b>Scope of Work for Contract:</b>	Landscape Maintenance the Common Areas for Oak Park Calabasas Homeowners Association within the Landscape Lighting Act District 22

**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) A.F.



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

(City of Calabasas/ *Azteca Landscape, Inc.*)

**1. IDENTIFICATION**

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into by and between the City of Calabasas, a California municipal corporation (“City”), and *Azteca Landscape, 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 Common Areas for Oak Park Calabasas Homeowners Association within Landscape Lighting Act District 22 in the City of Calabasas.**
- 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 **February 8<sup>th</sup>, 2021** 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 **June 30<sup>th</sup>, 2022** fee schedule to City attached hereto as Exhibit B and incorporated herein by this reference.
- 3.3 “Commencement Date”: February 8<sup>th</sup>, 2021.
- 3.4 “Expiration Date”: June 30<sup>th</sup>, 2022.

Initials: (City) \_\_\_\_\_ (Contractor) *A.F.*

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 **Two Hundred Fifty Thousand Dollars (\$250,000.00)** 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. **Lorraine Garcia** 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,

Initials: (City) \_\_\_\_\_ (Contractor) A.F.

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.

Initials: (City) \_\_\_\_\_ (Contractor) A.F.

- 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.

Initials: (City) \_\_\_\_\_ (Contractor) A.F.

**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

Initials: (City) \_\_\_\_\_ (Contractor) R.F.

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:

***[The risk for each agreement should be evaluated and the insurance limits should correspond to such risk as determined by the City's Risk Manager.]***

- 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.

Initials: (City) \_\_\_\_\_ (Contractor) A.F.

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

Initials: (City) \_\_\_\_\_ (Contractor) A.F.

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

Initials: (City) \_\_\_\_\_ (Contractor) A.F.



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:

**Azteca Landscape, Inc.**  
1525 E. Ontario Ave Ste 101  
Corona, CA 92881  
Attn: **Aurora Farias**  
Telephone: (909) 673-0889  
Facsimile: (909) 673-9192

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.

Initials: (City) \_\_\_\_\_ (Contractor) R.F.

**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

Initials: (City) \_\_\_\_\_ (Contractor) A.F.

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.

Initials: (City) \_\_\_\_\_ (Contractor) R.F.

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.

Initials: (City) \_\_\_\_\_ (Contractor) Q.F.

Professional Services Agreement  
Providing for Payment of Prevailing Wages  
City of Calabasas//Azteca Landscape, Inc.

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

“City”  
City of Calabasas

“Consultant”  
Azteca Landscape, Inc.

By: \_\_\_\_\_  
James R. Bozajian, Mayor

By: Aurora Farias  
Aurora Farias, President

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

Date: 4-12-2021

By: \_\_\_\_\_  
Kindon Meik, City Manager

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

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

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

Attest:

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

Maricela Hernandez, MMC, CPMC  
City Clerk

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

Approved as to form:

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

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

**EXHIBIT A**  
**SCOPE OF WORK/APPROVED FEE SCHEDULE**

- **General Maintenance Agreement - \$5,820.93 (plus potential CPI) x 18 months = \$104,776.74**
- **Other Work as required/approved by the Public Works Director/City in an amount not to exceed, \$116,240.03**
- **TOTAL = \$221,016.77**

# NON-COLLUSION AFFIDAVIT

State of California )  
                          Riverside) ss.  
County of ~~Los Angeles~~)

Aurora Farias, being first duly sworn, deposes and says that he or she is President of Anteca Landscape 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.”

Aurora Farias

Signature of Bidder

1525 E Ontario Ave, Ste 101, Corona CA 92881

Business Address

25570 Hayes Ave Murrieta CA 92562

Place of Residence

Subscribed and sworn to before me this 12 day of April, 2021.

Notary Public in and for the County  
of Riverside  
State of California.

Sarai



My Commission Expires July 29, 2021.



**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: 04/12/2021

(Contractor) Azteca Landscape  
By: (Signature) *Aurora Farias*  
Aurora Farias  
(Title) President

Attest:  
By: (Signature) *Lorraine Garcia*  
Lorraine Garcia  
Contract Administrator  
(Title)

Professional Services Agreement  
 Providing for Payment of Prevailing Wages  
 City of Calabasas//Azteca Landscape, Inc.



**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MMDDYYYY)  
9/8/2020

**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).**

<b>PRODUCER</b> Arthur J. Gallagher & Co. Insurance Brokers of CA, Inc LIC #0726293 10505 Sorrento Valley Rd, Suite 200 San Diego CA 92121	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 858-523-7527      FAX (A/C, No): 858-481-7953 E-MAIL: GGB.SDCertRequests@ajg.com ADDRESS: GGB.SDCertRequests@ajg.com																					
<b>INSURED</b> Azteca Landscape, Inc Rosa Lopez 1525 E Ontario Ave, Ste 101 Corona CA 92881	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: XL Insurance America, Inc.</td> <td></td> <td>24554</td> </tr> <tr> <td>INSURER B: Greenwich Insurance Company</td> <td></td> <td>22322</td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A: XL Insurance America, Inc.		24554	INSURER B: Greenwich Insurance Company		22322	INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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**COVERAGES      CERTIFICATE NUMBER: 834498914      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 SUBR INSR	WVP	POLICY NUMBER	POLICY EFF (MMDDYYYY)	POLICY EXP (MMDDYYYY)	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 checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER			NGL100392300	9/1/2020	9/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/PROP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			NBA100392400	9/1/2020	9/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$			NEC600622000	9/1/2020	9/1/2021	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
	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			PER STATUTE <input type="checkbox"/> <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 Re: Common area landscape maintenance for Oak Park Homeowners Association with landscape at district 22 in the City of Calabasas  
 City of Calabasas is included as Additional Insured on the General Liability per attached endorsement CG2010 & CG2037 Coverage is Primary and Non-contributory per endorsement CG8810.

<b>CERTIFICATE HOLDER</b>  City of Calabasas Attn: Heather Melton -- Landscape District Manager 100 Civic Center Way Calabasas CA 91302	<b>CANCELLATION</b>  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 
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POLICY NUMBER: NGL-1003923-00

COMMERCIAL GENERAL LIABILITY  
 CG 20 37 04 13

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
 CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
 PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Oak Park Homeowners 4700 Park Granada Calabasas, CA 91302	Work described in writing in the contract, agreement or permit
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" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

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 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.

POLICY NUMBER: NGL-1003923-00

COMMERCIAL GENERAL LIABILITY  
 CG 20 10 04 13

**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
Oak Park Homeowners Association 4700 Park Granada Calabasas, CA 91302	Common are of the Oak Park Homeowners Association
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.

Professional Services Agreement  
Providing for Payment of Prevailing Wages  
*City of Calabasas//Azteca Landscape, Inc.*

**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.

POLICY NUMBER: NGL-1003923-00

COMMERCIAL GENERAL LIABILITY  
CG 24 04 05 09

## WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### SCHEDULE

**Name Of Person Or Organization:**

Oak Park Homeowners Association  
4700 Park Granada  
Calabasas, CA 91302

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

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 GENERAL LIABILITY  
CG 20 01 12 19

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**PRIMARY AND NONCONTRIBUTORY –  
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

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.

POLICY NUMBER: NGL-1003923-00

COMMERCIAL GENERAL LIABILITY  
CG 24 04 05 09

## WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### SCHEDULE

**Name Of Person Or Organization:**

City of Calabasas  
100 Civic Center Way  
Calabasas, CA 91302

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

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.



POLICY NUMBER: NGL-1003923-00

COMMERCIAL GENERAL LIABILITY  
 CG 20 37 04 13

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
 CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
 PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
City of Calabasas  100 Civic Center Way Calabasas, CA 91302	Work described in writing in the contract, agreement or permit.  Common area of the Oak Park Homeowners Association
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" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

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 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.

POLICY NUMBER: NGL-1003923-00

COMMERCIAL GENERAL LIABILITY  
 CG 20 10 04 13

**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 Center Way Calabasas, CA 91302	Common area of the Oak Park Homeowners Association
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.

Professional Services Agreement  
Providing for Payment of Prevailing Wages  
*City of Calabasas//Azteca Landscape, Inc.*

**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.

Professional Services Agreement  
 Providing for Payment of Prevailing Wages  
 City of Calabasas//Azteca Landscape, Inc.



**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

2/24/2021

**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 SullivanCurtisMonroe Insurance Services (COR) 1920 Main Street Suite 600 Irvine, CA 92614  www.SullivanCurtisMonroe.com License # 0E83670	CONTACT NAME: PHONE (A/C, No, Ext): 949-250-7172 FAX (A/C, No): 949-852-9762 E-MAIL ADDRESS:  INSURER(S) AFFORDING COVERAGE NAIC # INSURER A: Cypress Insurance Company 10855 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Azteca Landscape, Inc. 1525 E. Ontario Ave., Suite 101 Corona CA 92881	

**COVERAGES** CERTIFICATE NUMBER: 60326127 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 SUBR INSD WVC	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER		N/A			EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input 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		N/A			COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		N/A			EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N N/A	AZWC240804	4/1/2021	4/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E L EACH ACCIDENT \$1,000,000 E L DISEASE - EA EMPLOYEE \$1,000,000 E L DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Re: Common area Landscape maintenance for specified Homeowner Association with Landscape act District 22 in the City of Calabasas  
 Waiver of Subrogation applies to Oak Park Association as respects to Workers' Compensation per attached policy form

<b>CERTIFICATE HOLDER</b> Re: Common area Landscape  City of Calabasas Attn: City Clerk 100 Civic Center Way Calabasas CA 91302	<b>CANCELLATION</b> 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 Jennifer Bernal
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ACORD 25 (2016/03)

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CITY *of* CALABASAS

CITY COUNCIL AGENDA REPORT

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**DATE:** APRIL 5, 2021

**TO:** HONORABLE MAYOR AND COUNCIL MEMBERS

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

**SUBJECT:** ADOPTION OF RESOLUTION NO. 2021-1725, INITIATING PROCEEDINGS FOR THE LEVY AND COLLECTION OF ASSESSMENTS WITHIN LANDSCAPE MAINTENANCE DISTRICT NO. 22 AND LANDSCAPE LIGHTING ACT DISTRICT NOS. 22, 24, 27 AND 32 FOR FISCAL YEAR 2021-2022; ADOPTION OF RESOLUTION No. 2021-1726, APPROVING A PRELIMINARY ENGINEER'S REPORT WITH RESPECT TO THE LEVY AND COLLECTION OF ASSESSMENTS IN CONNECTION WITH LANDSCAPE LIGHTING ACT DISTRICT NOS. 22, 24, 27 AND 32 FOR FISCAL YEAR 2021-2022; ADOPTION OF RESOLUTION NO. 2021-1727, DECLARING ITS INTENT TO LEVY AND COLLECT ASSESSMENTS WITHIN LANDSCAPE MAINTENANCE DISTRICT NO. 22 AND LANDSCAPE LIGHTING ACT DISTRICTS NOS. 22, 24, 27 AND 32 AND SETTING A TIME AND PLACE FOR PUBLIC HEARING

**MEETING DATE:** APRIL 28, 2021

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**BACKGROUND:**

The City of Calabasas administers four (4) landscape assessment districts, pursuant to the Landscape and Lighting Act of 1972:

Landscape Lighting Act District No. 22 - Calabasas Park Area  
(LLAD 22)

Landscape Lighting Act District No. 24 - Lost Hills Road &  
The Saratogas (LLAD 24)  
Landscape Lighting Act District No. 27 - Las Virgenes Road (LLAD 27)  
Landscape Lighting Act District No. 32 - Agoura Road/Lost Hills Road  
Commercial District (LLAD 32)

The City also levies one assessment in a District formed pursuant to the Improvement Act of 1911:

Landscape Maintenance District No. 22 - Calabasas Park Area  
(LMD 22)

The Districts were transferred to the City from Los Angeles County, July 1, 1995, at the request of property owners within the boundaries of the existing districts. In 1997, following the adoption of Proposition 218 by the state electorate, the assessment methodologies of the 1972 Act districts were affirmatively balloted by the property owners within those Districts. Since then, assessments have been increased in several Zones of the districts, with the approval of parcel owners in assessment ballot proceedings.

**DISCUSSION/ANALYSIS:**

The assessment formula in LLAD 22 for Fiscal Year 2021-2022 will be the same as the previous year.

The assessment formula is specific to each Zone and reflects the cost for maintenance of landscaping, pest control, trees, utilities and annual fire break clearance/weed abatement, divided equally amongst those parcel owners. Each Zone will have a 'not to exceed' budget established by the number of parcels times the amount of the assessment. For example, a Zone with 400 parcels at \$621.43 per parcel per year will generate \$248,572.00 in revenue, to be used for the maintenance within that Zone. A reserve fund must be maintained in order to provide for cash flow in the first half of the next fiscal year. The landscape maintenance contract for LMD/LLAD 22 is currently out for bidding for Fiscal Year 2021-2022. The bidding is for LMD 22 common benefit areas and four of the Zones within LLAD 22. A new landscape maintenance contract for the LMD 22 common benefit areas and the four Zones in LLAD 22 will be awarded this June, 2021.

In addition, this year 2021/22 the City will implement a maximum assessment rate which was not applied last year 2020/21 due to COVID. The adjustment will be to Landscape Maintenance District No. 22 and all Landscape Lighting Act District No. 22 Zones. Landscape Lighting Act Districts No. 24 and No. 27 and all their Zones.

Landscape Lighting Act District 32 did receive the maximum assessment rate in 2020/21 and will only receive the 2021/22 CPI inflation adjustment this year.

The Council will be asked to approve three resolutions initiating the annual assessment district administration process. If the Council approves the resolutions a sequence of events follows which includes a Public Hearing on June 9<sup>th</sup>, 2021. If changes are required due to public input, the Final Engineer's Report and the tax roll will be modified to reflect those changes. The tax roll must be submitted to the Los Angeles County Assessor's Office by August 6<sup>th</sup> 2021.

**FISCAL IMPACT/SOURCE OF FUNDING:**

The Landscape Lighting Act Districts are funded by assessments, which are earmarked for use within specific boundaries. The Landscape Maintenance District is funded by ad valorem funds.

**REQUESTED ACTION:**

Adoption of Resolution No. 2021-1725, initiating proceedings for the levy and collection of assessments within Landscape Lighting Act District Nos. 22, 24, 27 and 32 for Fiscal Year 2021-2022; Resolution No. 2021-1726, approving a Preliminary Engineer's Report with respect to the levy and collection of assessments in connection with Landscape Lighting Act District Nos. 22, 24, 27 and 32 for Fiscal Year 2021-2022; Resolution No. 2021-1727 declaring its intent to levy and collect assessments within Landscape Lighting Act District Nos. 22, 24, 27 and 32 for Fiscal Year 2021-2022.

**ATTACHMENTS:**

1. Resolution No. 2021-1725 Initiating Proceedings
2. Resolution No. 2021-1726 Approving the Engineer's Report
3. Resolution No. 2021-1727 Declaring Intent to Levy
4. Preliminary Engineer's Report

**ITEM 3 ATTACHMENT 1**

**RESOLUTION NO. 2021-1725**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CALABASAS, CALIFORNIA, INITIATING PROCEEDINGS FOR THE LEVY AND COLLECTION OF ASSESSMENTS IN CONNECTION WITH LANDSCAPE MAINTENANCE DISTRICT NO. 22 AND LANDSCAPING LIGHTING ACT DISTRICT NOS. 22, 24, 27, AND 32 FOR FISCAL YEAR 2021-22 AND ORDERING PREPARATION OF A PRELIMINARY ENGINEER'S REPORT.**

**WHEREAS**, as part the City's Landscape Maintenance Districts Program, the City Council annually levies assessments in connection with four existing assessment districts, Landscape Lighting Act District No. 22, Landscape Lighting Act District No. 24, Landscape Lighting Act District No. 27, and Landscape Lighting Act District No. 32 (collectively the "Districts" and each a "District") pursuant to the Landscaping and Lighting Act of 1972 (California Streets & Highways Code Section 22500 *et seq.*) (the "Assessment Law"); and

**WHEREAS**, the City also levies annual ad valorem assessments in connection with Landscape Maintenance District No. 22; and

**WHEREAS**, the City Council desires to initiate proceedings to levy these assessments for Fiscal Year 2021-22.

**THE CITY COUNCIL OF THE CITY OF CALABASAS HEREBY FINDS, CONCLUDES, AND RESOLVES AS FOLLOWS:**

Section 1. The foregoing recitals are true and correct.

Section 2. The City Council hereby initiates proceedings to levy the Fiscal Year 2021-22 assessment in connection with Landscape Maintenance District No. 22, Landscaping Lighting Act District No. 22, Landscaping Lighting Act District No. 24, Landscaping Lighting Act District No. 27, and Landscaping Lighting Act District No. 32.

Section 3. The general nature of the improvements shall not be changed from prior years. However, the specific improvements to be maintained, installed or serviced in connection with each District shall be modified as determined by the interactive process conducted by the City and homeowner's associations in connection with the bidding process for landscape maintenance services.

Section 4. The City Council designates Willdan Financial Services as Assessment Engineer and directs the Assessment Engineer to prepare and file



with the City Clerk a preliminary engineers report with respect to the Fiscal Year 2021-22 levy of the assessments in connection with the Districts. Such report shall comply with all requirements of Assessment Law and Article XIII D of the California Constitution.

Section 5. The City Clerk shall certify as 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 28<sup>th</sup> Day of April 2021.**

\_\_\_\_\_  
James R. Bozajian, 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

**ITEM 3 ATTACHMENT 2**  
**RESOLUTION NO. 2021-1726**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CALABASAS,  
CALIFORNIA, APPROVING A PRELIMINARY ENGINEER'S REPORT  
WITH RESPECT TO THE LEVY AND COLLECTION OF ASSESSMENTS  
IN CONNECTION WITH LANDSCAPE LIGHTING ACT DISTRICT NOS.  
22, 24, 27 AND 32 FOR FISCAL YEAR 2021-2022.**

**WHEREAS**, by prior resolution, the City Council initiated proceedings to Levy and Collect Assessments for Fiscal Year 2021-22 in connection Landscape Lighting Act District No. 22, Landscape Lighting Act District No. 24, Landscape Lighting Act District No. 27, and Landscape Lighting Act District No. 32 (collectively the "Districts" and each a "District") pursuant to the Landscaping and Lighting Act of 1972 (California Streets & Highways Code Section 22500 *et seq.*) (the "Assessment Law"), as well as in connection with with Landscape Maintenance District No. 22; and

**WHEREAS**, by prior resolution, the City Council designated Willdan Financial Services to serve as Assessment Engineer with respect to the Districts and directed the Assessment Engineer to prepare and file a report with respect to the Fiscal Year 2021-2022 assessments levied in connection with the Districts; and

**WHEREAS**, a report of the Assessment Engineer, entitled "Preliminary Engineer's Report for Landscape Lighting Act Districts No. 22, 24, 27 & 32, City of Calabasas" dated April 28<sup>th</sup>, 2021, (the "Report") is on file in the Office of the City Clerk and available for public inspection; and

**WHEREAS**, the City Council has carefully examined and reviewed the Report as filed and desires to approve the Report as filed.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CALABASAS DOES  
HEREBY RESOLVE AS FOLLOWS:**

Section 1. The foregoing recitals are all true and correct.

Section 2. The City Council finds that the Report meets all requirements of Article 4 of Chapter 1 of the Assessment Law and Article XIII D of the California Constitution.

Section 3. The Report is hereby approved as filed, without modification.

**PASSED, APPROVED AND ADOPTED this 28<sup>th</sup> day of April, 2021.**

\_\_\_\_\_  
James R. Bozajian, 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

**ITEM 3 ATTACHMENT 3**  
**RESOLUTION NO. 2021-1727**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CALABASAS, CALIFORNIA, DECLARING ITS INTENT TO LEVY AND COLLECT ASSESSMENTS WITHIN LANDSCAPE MAINTENANCE DISTRICT NO. 22 AND LANDSCAPE LIGHTING ACT DISTRICT NOS. 22, 24, 27 AND 32 AND SETTING A TIME AND PLACE FOR PUBLIC HEARING.**

**WHEREAS**, by prior resolution, the City Council initiated proceedings to levy and collect assessments for Fiscal Year 2021-2022 in connection with Landscape Lighting Act District No. 22, Landscape Lighting Act District No. 24, Landscape Lighting Act District No. 27, and Landscape Lighting Act District No. 32 (collectively the "Districts" and each a "District") pursuant to the Landscaping and Lighting Act of 1972 (California Streets & Highways Code Section 22500 *et seq.*) (the "Assessment Law"), as well as in connection with Landscape Maintenance District No. 22; and

**WHEREAS**, by prior resolution, the City Council approved the Report of Willdan Financial Services, as Assessment Engineer, entitled "Preliminary Engineer's Report for Landscape Lighting Act Districts No. 22, 24, 27 & 32, City of Calabasas" and dated April 28, 2021, (the "Report"), which Report is on file in the office of the City Clerk and available for public inspection; and

**WHEREAS**, the City Council desires to move forward with proceedings to levy the Fiscal Year 2021-22 assessments.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CALABASAS DOES HEREBY RESOLVE AS FOLLOWS:**

Section 1. The foregoing recitals are all true and correct.

Section 2. The City Council declares its intention to levy and collect an assessment for Fiscal Year 2021-22 in connection with the Districts.

Section 3. The proposed improvements to be maintained in connection with the Districts are generally described as landscape maintenance, tree trimming and brush clearance. No substantial changes are proposed in the nature of improvements funded through the Districts, though modifications to the precise plan of services are set forth in the Report and documents incorporated therein.

Section 4. The distinctive designations of the Districts are (i) "Landscaping

Lighting Act District No. 22”, which is generally located in the Calabasas Park Area,

(ii) “Landscaping Lighting Act District No. 24”, which is generally located in the Malibu Lost Hills and Saratogas Developments, (iii) “Landscaping Lighting Act District No. 27”, which is generally located in the Las Virgenes Canyon Area, and (iv) “Landscaping Lighting Act District No. 32”, which is generally located in the Malibu Hills Road, Agoura Road, Lost Hills Road Commercial District. The ad valorem assessment district designated “Landscape Maintenance District No. 22” is generally located in the Calabasas Park area.

Section 5. Reference is made to the Report for a full and detailed description of the public facilities to be maintained in connection with the Districts, of the boundaries of the Districts, and of the proposed assessments upon assessable lots and parcels of land within the Districts.

Section 6. The amount of the assessment is unchanged from Fiscal Year 2020-2021 a CPI inflation adjustment was not approved as in previous years’ proceedings for Landscape Lighting Act District Nos 22, 24, and 27. Landscape Lighting Act District No 32 amount of assessment is unchanged from Fiscal Year 2020-21 except for a 3.065% CPI inflation adjustment which was approved. Therefore, none of the assessments are to be “increased”, as that term is used in Article XIID of the California Constitution (Proposition 218).

Section 7. The City Council will hold a hearing (the “Hearing”) on the Fiscal Year 2021-22 levy of assessments in connection with the Districts and in connection with Landscape Maintenance District No. 22, on June 9th, 2021, at 7:00 p.m., or as soon thereafter as feasible, in the Council Chambers located at Calabasas City Hall, 100 Civic Center Way, Calabasas California. At the Hearing, all interested persons shall be permitted to present written and/or oral testimony regarding the proposed assessment.

Section 8. The City Clerk is ordered to give notice of the Hearing as required by Section 22626(a) of the Assessment Law.

Section 9. The City Council designates Heather Melton, Landscape Districts Maintenance Manager, who may be contacted at (818) 224-1600, as the person whom interested parties may contact for information.

**PASSED, APPROVED AND ADOPTED this 28<sup>th</sup> day of April, 2021.**

\_\_\_\_\_  
James R. Bozajian, 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 of Calabasas

## Landscaping Lighting Act District Nos. 22, 24, 27 & 32 (1972 Act Districts)

FISCAL YEAR 2021-22  
PRELIMINARY ENGINEER'S REPORT

Intent Meeting: April 28, 2021  
Public Hearing: June 09, 2021

27368 Via Industria  
Suite 200  
Temecula, CA 92590  
T 951.587.3500 | 800.755.6864  
F 951.587.3510

[www.willdan.com](http://www.willdan.com)



ENGINEER'S REPORT AFFIDAVIT

*Landscaping Lighting Act District Nos. 22, 24, 27 & 32  
(1972 Act Districts)*

City of Calabasas  
Los Angeles County, State of California

This Report describes the Landscaping Lighting Act District Nos. 22, 24, 27 & 32 therein including the improvements, budgets, parcels and assessments to be levied for Fiscal Year 2021-22, as they existed at the time of the passage of the Resolution of Intention. Reference is hereby made to the Los Angeles County **Assessor's maps for a detailed description of the lines and dimensions of parcels within the District.** The undersigned respectfully submits the enclosed Report as directed by the City Council.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

Willdan Financial Services  
Assessment Engineer  
On Behalf of the City of Calabasas

By: \_\_\_\_\_  
Stacey Reynolds, Senior Project Manager  
District Administration Services

By: \_\_\_\_\_  
Tyrone Peter  
PE # C 81888



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## I. Introduction

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The City of Calabasas (the “City”) under the provisions of the Landscaping and Lighting Act of 1972, Part 2 of Division 15 of the California Streets and Highways Code (the “1972 Act”), and the provisions of the California Constitution Article XIII D (the “Constitution”), annually levies and collects special assessments for the City’s maintenance assessment districts designated as:

### Landscaping Lighting Act District Nos. 22, 24, 27 & 32 (1972 Act Districts)

The County of Los Angeles formed the Landscaping Lighting Act Districts (the “Districts”) pursuant to the Landscaping and Lighting Act of 1972 (Streets & Highways Code Section 22500et seq.), prior to the incorporation of the City of Calabasas. In July 1995, the County of Los Angeles transferred the following four Districts to the City of Calabasas:

*Landscape Lighting Act District No. 22 (Calabasas Park Area) (Formed in 1979)*

*Landscape Lighting Act District No. 24 (Lost Hills Road and The Saratogas) (Formed in 1984)*

*Landscape Lighting Act District No. 27 (Las Virgenes Road) (Formed in 1984)*

*Landscape Lighting Act District No. 32 (Agoura Road/Lost Hills Road Commercial District)  
(Formed in 1989)*

This report presents the engineering analysis for the annual administration of the four Districts. Through the levy and collection of benefit assessments, the four Districts fund maintenance and operation of landscape improvements. For Fiscal Year 2021-22, Landscape Lighting Act District Nos. 22, 24, 27 and 32 assessments will be levied based on the previously approved methodology, at the rates indicated on page 25 through 29 of this report as recommended by the **City of Calabasas’ Chief Financial Officer**. The assessments are levied on the basis of benefit, they are not considered a tax, and, therefore, are not governed by Article XIII A of the Constitution of the State of California. The assessments are governed by Articles XIII D of the Constitution.

In accordance with the 1972 Act, the Districts **utilize benefit zones (“Zones”) to address variations in the nature, location, and extent of the improvements that provide special benefits to parcels in the Districts.** Within the boundaries of the Districts, parcels are assigned to various Zones each of which is associated with a set of improvements and/or type of improvements that provide special benefit to properties within that Zone.

These 1972 Act Districts fund landscape maintenance services and are funded by annual benefit assessments levied against **each parcel in each District.** The word “lighting” was apparently included in their names as a reference to the Landscaping and Lighting Act of 1972.

### HISTORICAL INFORMATION

In Fiscal Year 1997-98, assessment ballot proceedings were conducted pursuant to Proposition 218 (Articles XIII C and XIII D of the California Constitution) for each of the four Districts. There was not a majority protest against any of the assessments, and the assessment methodology was approved by the City Council. The approved methodology reserved to the City Council the right each year to implement an inflation adjustment in these Districts. Implementation of the annual inflation adjustment, which is based on the Consumer Price Index (CPI), does not constitute an assessment increase for purposes of Proposition 218, because landowners in the Fiscal Year 1997-98 assessment ballot and subsequent balloting’s authorized these adjustments.

Landscape Lighting Act District No. 22

In Fiscal Year 2002-03, fifteen (15) parcels located in the City of Calabasas were annexed into the Commercial Area, Calabasas Road. The Assessor Parcel Numbers are as follows:

Annexed Assessor Parcel Numbers		
2068-002-023	2069-009-021	2069-009-900
2068-002-035	2069-009-027	2069-032-025
2069-009-008	2069-009-029	2069-032-027
2069-009-012	2069-009-030	2069-032-900
2069-009-020	2069-009-031	2069-032-901

In Fiscal Year 2009-10, Zone 15, Park Sorrento Condominium HOA was detached from LLAD 22.

In Fiscal Year 2011-12, Zone 18, Calabasas Ridge HOA was detached from LLAD 22.

In Fiscal Year 2018-19, the District attempted to increase the assessment rate for Classic Calabasas Park. In compliance with Proposition 218, the proposed rate was submitted to the property owners via mailed ballots. The ballots were tabulated on June 18, 2018, where majority protest denied the increase in assessment.

In Fiscal Year 2019-20, the District proposed a rate increase for Classic Calabasas Park. In compliance with Proposition 218, the proposed rate increase was submitted to the property owners via mailed ballots. The ballots were tabulated on June 17, 2019 and 54% of the ballots returned were in favor of the rate increase.

Landscape Lighting Act District No. 24

In Fiscal Year 2000-01, **Mira Monte (Tract No. 52150) (Assessor's Parcel No. 2064-004-91** and its successor parcels) was annexed into LLAD 24, and Calabasas View HOA, was detached from LLAD 24.

In Fiscal Year 2002-03, two hundred seventy (270) parcels in Saratoga Ranch and Saratoga Hills HOAs were annexed into LLAD 24.

Landscape Lighting Act District No. 27

In Fiscal Year 2016-17, the City of Calabasas, at the request of Mont Calabasas member homeowner association (HOA) Board of Directors, proposed annexing Mont Calabasas HOA Zone into Landscaping Lighting District No. 27 (LLAD27). In compliance with Proposition 218, the proposed annexation into the District and assessment was submitted to the property owners via mailed ballots. The ballots were tabulated at the June 22, 2016 Council Meeting and 77.78% of the ballots returned were in favor of annexation. By Resolution No. 2016-1504, the Council adopted Mont Calabasas annexation into District No. 27

In Fiscal Year 2019-20, the District proposed a rate increase for Mont Calabasas. In compliance with Proposition 218, the proposed rate increase was submitted to the property owners via mailed ballots. The ballots were tabulated on June 17, 2019 and 62.50% of the ballots returned were in favor of the rate increase. The Fiscal Year 2018-19 rate increased by 41.23% for Fiscal Year 2019-20, 2020-21 and 2021-22. In Fiscal Year 2022-23 the rate will revert back to the previously approved maximum rate including any inflationary adjustments.

Landscape Lighting Act District No. 32

In Fiscal Year 2000-01 **Mira Monte (Tract No. 52150) (Assessor's Parcel No. 2064-004-91** and its successor parcels) was detached from LLAD 32 and annexed into LLAD 24.

## ANNUAL CONSUMER PRICE INDEX ADJUSTMENT

The maximum assessment rate may increase each fiscal year based on the annual change in the Consumer Price Index (CPI), during the preceding year, for All Urban Consumers, for the Los Angeles-Long Beach-Anaheim areas, published by the United States Department of Labor, Bureau of Labor Statistics (or a reasonably equivalent index should the stated index be discontinued).

Assessments for the Districts are subject to an increase each year equal to the 12-month average percent change in the annual Consumer Price Index, All Urban Consumers, for the Los Angeles-Long Beach-Anaheim areas ("CPI"), from January 1st through December 31st of the fiscal year prior to the subject fiscal year. Future annual budgets within this limit may be approved by the City Council without additional property owner ratification. A CPI increase may be exceeded only by a majority parcel owner approval. For fiscal year 2021-22, Landscape Lighting Act District Nos. 22, 24, 27, and 32 maximum assessment rates will be increased by 1.625% annual CPI inflation adjustment per the City of Calabasas' Chief Financial Officer.

For fiscal year 2021-22, the maximum assessment rates will continue to increase by the stated CPI above. Districts 22, 24, 27 and 32 will be charged at the maximum assessment rate.

## REPORT CONTENT AND ANNUAL PROCEEDINGS

**This Engineer's Annual Report (the "Report") has been prepared pursuant to Chapter 1, Article 4 and Chapter 3 of the 1972 Act, and presented to the City Council for their consideration and approval of the proposed improvements and services to be provided within the District and the levy and collection of annual assessments related thereto for fiscal year 2021-22.** If any section, subsection, sentence, clause, phrase, portion, or Zone, of this Report is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining provisions of the Report and each section, subsection, subdivision, sentence, clause, phrase, portion, or zone, thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases, portions, or zones, might subsequently be declared invalid or unconstitutional.

This Report outlines the Districts Zone structures, the improvements, and the proposed assessments to be levied in connection with the benefits the properties will receive from the maintenance and servicing of the District improvements for fiscal year 2021-22. The annual assessments to be levied on properties within the Districts provide a funding source **for the continued operation and maintenance of landscaping improvements within various zones of benefit ("Zones")** that provide special benefits to the properties within the Districts and each respective Zone. Each fiscal year, the City establishes the assessments for the Districts based on an estimate of the costs to maintain, operate and service the improvements and based upon available revenues including fund balances, general benefit contributions and additional City contributions and assessment limits. The costs of the improvements and the proposed annual assessments budgeted and assessed against properties within the Districts may include, but are not limited to the estimated expenditures for regular annual maintenance and repairs; incidental expenditures related to the operation and administration of the District; deficits or surpluses from prior years; revenues from other sources; and the collection of funds for operational reserves or for periodic maintenance and improvement rehabilitation projects as authorized by the 1972 Act. Each parcel is assessed proportionately for only those improvements, services and expenses for which the parcel will receive special benefit.

Each District outlined in this Report is a reflection of the various improvements and the types of improvements and services to be provided by the Districts for the properties that are directly associated with and benefit from those improvements. The net annual cost to provide the improvements for each District are allocated to the benefiting properties within that District using a weighted method of apportionment (refer to Assessment Methodology, Method of Apportionment) that calculates the proportional special benefit and assessment for each parcel as compared to other properties that benefit from the improvements in the Districts and services.

**The word "parcel," for the purposes of this Report, refers to an individual property assigned its own Assessor's Parcel Number ("APN") by the Los Angeles County Assessor's Office. The Los Angeles County Auditor/Controller uses**

**Assessor's Parcel Numbers and specific Fund Numbers to identify properties to be assessed on the tax roll for the District assessments.**

At a noticed annual Public Hearing, the City Council will accept all public comments and written protests regarding the District and the annual levy of assessments. Based on those public comments and written protests, the City Council may order amendments to the Report or confirm the Report as submitted. Following final approval of the Report and confirmation of the assessments the Council will, by Resolution, order the improvements to be made and confirm the levy and collection of assessments pursuant to the 1972 Act. The assessments as approved will be submitted to the Los Angeles County Auditor/Controller to be included on the property tax roll for each parcel.

**As required by the 1972 Act, this Engineer's Report describes the improvements to be provided, maintained and serviced by the District, an estimated budget for the District improvements, and the proposed assessments to be levied upon each assessable lot or parcel within the District for fiscal year 2021-22.**

While the budgets outlined in this Report reflect the estimated costs necessary to fully and adequately provide for the maintenance and operation of the improvements within the District, many of these estimated costs and associated services cannot be funded by the current special benefit assessment revenues and the City contribution for those **improvements or portions thereof determined to be general benefits. Therefore, in addition to the City's contribution for general benefit costs, in some Districts, at the discretion of the City Council, the City may also provide additional funding to support the improvements and/or implement service reductions. To fully fund the improvements that are considered special benefits, it may be necessary in the future to increase assessment revenues which would require the support of the property owners for new or increased assessments through a ballot proceeding conducted under the provisions of the California Constitution Article XIII D.**

## II. Plans and Specifications

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The lines and dimensions of each lot or parcel within the Districts are those lines and dimensions shown on the maps of the Assessor of the County of Los Angeles for the year when this Report is prepared. The Assessor's maps and records are incorporated by reference herein and made part of this Report.

Plans and specifications showing each District's exterior boundaries; and indicating the general nature, location and extent of improvements.

Several items related to the Districts are on file and available for review at the City of Calabasas Public Works Department, Landscape Maintenance Division office.

For Landscape Lighting Act District No. 22, each member HOA has an individual maintenance contract. The member HOAs have been designated as "Zones"; each Zone has been given a number. The City has on file for each Zone a maintenance contract listing the work contracted and a diagram(s) detailing maintenance service work areas.

### IMPROVEMENT AUTHORIZED BY THE 1972 ACT

As applicable or may be applicable to the Districts, the 1972 Act defines improvements to mean one or any combination of the following:

- The installation or planting of landscaping.
- The installation or construction of statuary, fountains, and other ornamental structures and facilities.
- The installation or construction of public lighting facilities.
- The installation or construction of any facilities which are appurtenant to any of the foregoing, or which are necessary or convenient for the maintenance or servicing thereof, including, but not limited to, grading, clearing, removal of debris, the installation or construction of curbs, gutters, walls, sidewalks, or paving, or water, irrigation, drainage, or electrical facilities.
- The maintenance or servicing, or both, of any of the foregoing.
- The acquisition of any existing improvement otherwise authorized pursuant to this section.

Incidental expenses associated with the improvements including, but not limited to:

- The cost of preparation of the report, including plans, specifications, estimates, diagram, and assessment;
- The costs of printing, advertising, and the publishing, posting and mailing of notices;
- Compensation payable to the County for collection of assessments;
- Compensation of any engineer or attorney employed to render services;
- Any other expenses incidental to the construction, installation, or maintenance and servicing of the improvements;
- Any expenses incidental to the issuance of bonds or notes pursuant to Section 22662.5.
- Costs associated with any elections held for the approval of a new or increased assessment.

The 1972 Act defines "Maintain" or "maintenance" to mean furnishing of services and materials for the ordinary and usual maintenance, operation, and servicing of any improvement, including:

- Repair, removal, or replacement of all or any part of any improvement.

- Providing for the life, growth, health, and beauty of landscaping, including cultivation, irrigation, trimming, spraying, fertilizing, or treating for disease or injury.
- The removal of trimmings, rubbish, debris, and other solid waste.
- The cleaning, sandblasting, and painting of walls and other improvements to remove or cover graffiti.

#### DESCRIPTION OF IMPROVEMENTS

As authorized by the 1972 Act, the improvements provided by the Districts and associated with each Zone incorporate various improvements that are maintained and serviced for the benefit of real property within the Districts. The maintenance of the improvements may also include various appurtenances that may include but is not limited to entry monuments; various types of fencing; retaining walls; ornamental lighting or other ornamental fixtures; signage; and irrigation, drainage, and electrical equipment. The work to be performed within each respective Zone may include but is not limited to (as applicable), the personnel, materials, equipment, electricity, water, contract services, repair and rehabilitation of the improvements and incidental expenses required to operate the District and provide the improvements and services for each Zone. The improvements provided within the District and for which parcels receive special benefits are generally described in the following

*Note: The four Districts do not necessarily provide every service authorized under the 1972 Act. For example, while these Districts provide electrical current to power irrigation systems, fountains, landscape lighting, Calabasas Lake aeration systems, and Association Park lake sidewalk lighting, they do not fund LLAD residential or commercial district street lighting.*

#### IMPROVEMENTS AND SERVICES WITHIN THE DISTRICTS

The purpose of the District is to fund the maintenance and servicing of parkway landscape improvements installed in connection with development of properties within the District. The landscape improvements maintained by each District are generally described as follows:

##### Landscape Lighting Act District No. 22

LLAD 22 provides for the maintenance of landscape of the common areas and open space areas located within member homeowner associations (HOA) referred to as “Zones”. **The HOA common areas are either owned in common or privately owned, with easements granted to the District for landscape maintenance purposes.** The maintenance of landscape also includes greenbelt and slope areas as well as annual weed abatement/brush clearance for fuel reduction/fire safety.

##### Landscape Lighting Act District No. 24

LLAD 24 provides maintenance of landscape within street right-of-way and open space areas. The open space areas include slopes and creek banks. Maintenance of landscape on streets within right-of-way includes parkways, center medians, adjacent turf areas, trees, and annual weed abatement/brush clearance for fuel reduction/fire safety.

Roadways with landscape in the public right-of-way includes landscaped center medians, trees, and adjacent turf areas that are conditions of development and are maintained by the District to soften and mitigate the impacts of traffic on the residential tracts within the District. The landscape improvements are located on the residential roadway serving the Malibu Lost Hills community, including Lost Hills Road south of Malibu Hills Road to Las Virgenes Road, Calabasas Hills Road, Meadow Creek Lane, portions of Las Virgenes Road, and designated slope areas along Las Virgenes Creek.

##### Landscape Lighting Act District No. 27

LLAD 27 provides maintenance of landscape within street right-of-way. Maintenance of landscape on streets within right-of-way includes parkways, center medians, and street trees.

The area of landscape improvements generally referred to as Las Virgenes Road are: On Las Virgenes Road, the east sidewalk and center medians beginning at 3560 Las Virgenes Road and continuing north to Thousand Oaks Blvd.; on Las Virgenes Road north of Thousand Oaks Blvd., the east sidewalk area north to the end of Las Virgenes Rd.; at the northwest corner of Thousand Oaks Blvd. and Ruthwood Drive the public right-of-way area located immediately behind the sidewalk; on the south side of Thousand Oaks Blvd., the sidewalk area from Las Virgenes Road to the flood control channel; and the sidewalk area on the north side of Thousand Oaks Blvd. from Las Virgenes Road to Ruthwood Drive.

For the Mont Calabasas HOA Zone, the improvements include the maintenance of Las Virgenes Road as described above and in addition, provides for the maintenance of landscape of common areas and open space areas located within the Zone. The HOA common areas are either owned in common or privately owned, with easements granted to the District for landscape maintenance purposes. The maintenance of landscape may also include greenbelt and slope areas, as well as annual weed abatement/brush clearance for fuel reduction/fire safety.

#### Landscape Lighting Act District No. 32

LLAD 32 provides maintenance of landscape within street right-of-way. Maintenance of landscape on streets within right-of-way includes center medians and street trees.

The landscape improvements maintained by the District are located on the major streets serving the Lost Hills Commercial Area, including Agoura Road from the west side of Malibu Hills Road to the eastern boundary of 26750 Agoura Road, Malibu Hills Road, Shadow Hills Road, and the portion of Lost Hills Road from Interstate 101 to the south side of Malibu Hills Road.



### III. METHOD OF APPORTIONMENT

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Proposition 218 requires that a parcel's assessment may not exceed the reasonable cost of the proportional special benefit conferred on that parcel. The Articles provide that only special benefits are assessable. The City must separate the general benefits from the special benefits conferred on a parcel; a special benefit being a particular and distinct benefit over, and above general benefits conferred on the public at large, including real property within the district.

In Fiscal Year 1997-98, the four Districts conducted an assessment ballot proceeding pursuant to Proposition 218; the assessment methodology was approved by a majority of District parcel owners and the City Council. The City reserves the right to implement the previously approved inflation adjustment in these Districts. Implementation of the annual inflation adjustment, which is based on the annual Consumer Price Index (CPI), does not constitute an assessment increase for purposes of Proposition 218, because parcel owners in the Fiscal Year 1997-98 assessment ballot and **subsequent balloting's authorized these adjustments.**

Each District will be discussed in terms of background, special benefit, general benefit, and assessment formula. Certain terms used throughout the Method of Assessment are defined below.

#### DEFINITIONS

*Special Benefit:* Articles XIII C and XIII D of the California Constitution define special benefit as "a particular and distinct benefit over and above the general benefits conferred on real property located in the District or to the public at large. General enhancement of property value does not constitute 'special benefit.'" The following Method of Apportionment of Assessment for each District analyzes the special benefit each parcel receives from the improvements funded in each District. The cost of landscape maintenance is distributed to parcels in each District based on the special benefit each parcel receives by an assessment formula. Within the Districts, zones of benefit may be designated based on spreading the cost of the improvements associated with each Zone over the parcels within that Zone.

Each assessed parcel within each District receives a particular and distinct Special Benefit from the improvements. The operation and maintenance of the landscape improvements provides a Special Benefit to the parcels within each District even though there may not be landscaping immediately adjacent to a particular parcel. Special Benefits associated with landscaped improvements are:

- The proper maintenance of landscape along streets provides noise abatement and visual barriers to reduce the negative impact of the streets upon nearby parcels within the District.
- Landscape improvements provide environmental enhancement to nearby parcels through erosion control, dust and debris control, and weed abatement for fire safety.
- The aesthetic desirability of parcels within the District is specifically enhanced by the presence of well-maintained open space, greenbelts, street medians, and frontage landscape.
- Having properly maintained landscape readily accessible to properties within the District means the owners of the assessed parcels may enjoy the benefits of having such improvements available for use while avoiding the effort and expense of individually installing and maintaining similar improvements.
- Where the District is providing maintenance along easements on privately held property, it is providing landscape services that otherwise would be direct expenses of the owners of such property.
- State and City laws generally hold property owners individually responsible for the safe and proper maintenance of their frontages.

**Zones:** Landscape Lighting Act District No. 22 (1972 Act District) Calabasas Park Area has been divided into “Zones” of benefit by individual communities or neighborhoods that receive distinct Special Benefit. In most cases, Zones are defined by the boundaries of a homeowners’ association. In a few cases, the Zone is based on master plan boundaries (Old Town Master Plan) or street boundaries. The landscape maintenance activities that provide a Special Benefit are separately identified by the City for each Zone. Based on an assessment formula, the cost of these landscape maintenance activities is then spread to the parcels within that Zone.

**Assessment Units:** The assessment units assigned to each parcel are used in the assessment formula to compute the assessment amount. If the zone has one single land use, then each parcel is assigned one assessment unit. Where more than one land use exists within a zone, traffic generation factors are used as a means to define the benefit a single-family residence receives as compared to an apartment or a commercial property. The following traffic generation factors for the City of Calabasas and resulting Assessment Units are incorporated in this Report. Per Parcel

Land Use	Traffic Generator Factor	Assessment Unit
Single Family Residential (Houses and Condominiums)	10 trips per day	1.0 (10 trips/10 trips) per parcel
Multi-Family Residential (Apartments)	6 trips per day	0.6 (6 trips/10 trips) per unit
Commercial Parcel	40 trips per day	4.00 (40 trips/10 trips) per acre

Note: Traffic Generation Factor is based on information provided by the City of Calabasas in 1997-98. Due to minor changes in development in the area since this time, these results continue to be representative of the traffic generated in the assessment district.

## ASSESSMENT METHODOLOGY

Proposition 218 requires the City to ballot property owners to obtain consent for the increased assessment exceeding the anticipated maximum permissible increase per assessment formula, for example CPI (Consumer Price Index) increase.

## ASSESSMENT RANGE FORMULA

**Section 22573 of the 1972 Act states that “The net amount to be assessed upon lands within an assessment district may be proportioned by any formula or method which fairly distributes the net amount among all assessable lots or parcels in proportion to the estimated benefit to be received by each such lot or parcel from the improvements.”**

**Section 22547 of the 1972 Act permits the designation of benefit zones within any individual assessment district if “.... by reasons or variations in the nature, location, and extent of improvements, the various areas will receive different degrees of benefit from the improvements.” Thus, the 1972 Act requires the levy of true “assessment” rather than a “special tax”.**

Within each District, it is determined that each parcel benefits equally from the services provided. Therefore, costs of providing services (as well as a proportional share of incidental expenses) are spread evenly across each parcel in that District but not exceeding the maximum permissible assessment rates as approved by the property owners.

Proposition 218 requires that a parcel's assessment may not exceed the reasonable cost of the proportional special benefit conferred on that parcel. The Articles provide that only special benefits are assessable. The City must separate the general benefits from the special benefits conferred on a parcel; a special benefit being a particular and distinct benefit over, and above general benefits conferred on the public at large, including real property within the district.

In Fiscal Year 1997-98, the four Districts conducted an assessment ballot proceeding pursuant to Proposition 218; the assessment methodology was approved by a majority of District parcel owners and the City Council. The City reserves the right to implement the previously approved inflation adjustment in these Districts. Implementation of the annual inflation adjustment, which is based on the annual Consumer Price Index (CPI), does not constitute an assessment

increase for purposes of Proposition 218, because parcel owners in the Fiscal Year 1997-98 assessment ballot and subsequent balloting's authorized these adjustments.

The Method of Assessment for each District is provided in the following pages below.

## METHODOLOGY LANDSCAPE LIGHTING ACT DISTRICT NO. 22

The following methodology described pertains to Landscape Lighting Act District No. 22 (1972 Act). The landscape services provided to all properties within the district boundary have been reviewed to identify the General Benefit and Special Benefit conferred to each parcel.

### GENERAL BENEFIT

Articles XIII C and XIII D of the California Constitution require that the benefit to the public at large be identified for any improvements being funded through an assessment district. This so-called "general" benefit may not be assessed to the parcels through an assessment district. The following Method of Apportionment of Assessment for the District analyzes the benefit to the public at large from the landscape improvements provided by the City for the District.

In LLAD 22, certain portions of improvements are identified as providing general benefit. The costs associated with these improvements are not included in the LLAD 22 budget assessed to parcels in the District. Instead, these costs are funded through Landscape Maintenance District No. 22 (LMD 22), via an existing ad valorem tax levy. Proposition 218 does not govern the ad valorem levy, and the proceeds of this ad valorem levy may be used toward any landscape improvements providing general benefit within the LMD 22/LLAD 22 boundary.

The following landscape improvements provide general benefit and are funded solely by LMD 22, via the existing ad valorem tax levy and are not funded by LLAD 22. Maintenance of landscape on major thoroughfare roadways, including portions of Calabasas Road, Civic Center Way, Park Capri, Park Entrada, Park Granada, median islands on Park Helena and Park Sienna, Park Ora, certain parkway areas on Park Sorrento, Parkway Calabasas, Association Park, Calabasas Lake, and natural areas such as McCoy Creek, and open space areas within the district boundary.

The roadways are thoroughfares for the community, providing access to schools, shops, freeways, and recreational facilities, and therefore, confer a General Benefit to the community. The landscape along these streets includes parkway landscape that serves to improve the stabilization of slopes adjacent to these roadway sections within the District.

### SPECIAL BENEFIT

With the exception of the major public thoroughfare roadways located within the boundaries of District LLAD 22 as described above in General Benefit, all of the areas maintained by LLAD 22 are either owned in common or are privately owned and are solely accessible to (or primarily accessible to) owners of the assessed properties, their tenants, and/or guests. These areas have easements granted to LLAD 22 for landscape maintenance purposes.

The local landscape improvements associated within member homeowner associations, provide special benefits to the properties within those developments, and have no benefit to the public at large, to individuals rather than property, or to properties located outside of the district. The landscape improvements of the common areas located within member homeowner associations are of direct and special benefit to the assessed properties. Consequently, 100% of these costs are allocated to special benefit.

In order for the methodology to be in compliance with Articles XIII C and XIII D of the California Constitution, a thorough study of the landscape funded by the District was performed in 1997-98. The District was divided by tracts into member **homeowner associations and a commercial district that are called "Zones". These Zones receive distinct special benefit.** In a few cases, the Zone is based on master plan boundaries (Old Town Master Plan) or street boundaries. Each **Zone's specific usage and landscape maintenance activities were identified to determine the level of special benefit** each property receives within that Zone.

The landscape maintenance activities that provide a Special Benefit have been determined for each Zone. The LLAD 22 Zones are as follows:

LLAD 22 Zones			
Bellagio	Calabasas Country Estates	Calabasas Hills	Calabasas Park Estates
Calabasas Rd. Commercial*	Clairidge	Classic Calabasas Park	Las Villas
Oak Creek	Oak Park	The Oaks of Calabasas **	Palatino
Westridge	Vista Pointe		

\* Calabasas Rd. Commercial includes Old Town

\*\*The Oaks of Calabasas Zone is comprised of The Oaks of Calabasas and The Estates of The Oaks of Calabasas HOAs.

**A complete landscape maintenance service level was developed for each Zone to determine the Zone's aggregate LLAD 22 assessment levy and detail the Special Benefit each Zone receives from the District.**

The aggregate LLAD 22 assessment levy for each Zone includes costs associated with maintaining improvements that specially benefit the given Zone. Many of the costs are for local landscape improvements that can be accessed only by member homeowner association parcel owners, their tenants, or guests. In virtually all cases, the improvements were part of a condition of development and the assessed properties are responsible for the ongoing landscape maintenance.

#### PARCEL CLASSIFICATION

These costs are apportioned to each parcel within each Zone based on the Special Benefit associated with the type of land use. The benefit relationship between land uses is based on the assignment of vehicle trip generation factors. Trip rates are used as a measure of benefit because they are a representative land use comparison factor for the type of improvements being funded, namely street landscape, slopes, common areas, parks, and open space. From the traffic generation factors Assessment Units are calculated. The Assessment Unit for each land use is computed based on its traffic generation compared to the traffic generated by a single-family residence.

*Single Family Residence* parcels in the City of Calabasas generate an average of 10 trips per day. A parcel is classified as a Single-Family Residential use upon recordation of a subdivision map for houses or condominiums. The Single-Family Residences are assigned the base Assessment Unit of 1 and are used as the basis of comparison for all other land uses in the District.

*Multiple Family Residential* parcels the City of Calabasas generate an average of 6 trips per day, or 0.6 Assessment Unit per unit. Therefore, the Assessment Units assigned to a multiple family parcel would be the product of the number of dwelling units on a parcel and 0.6 Assessment Units per unit. For instance, a 20-unit apartment house would be assigned  $20 \times 0.6 = 12$  Assessment Units.

*Residential Vacant* (un-subdivided but buildable) property receives a Special Benefit from the improvements as a result of the increased desirability of a parcel that is located in an area with landscape and park amenities. In addition, vacant **parcels specially benefit from the availability of a landscape program and access to the City's landscape manager.**

*Commercial* property within the City of Calabasas generates on average 40 trips per day. Therefore, the Assessment Units assigned to a commercial property is 4.0 Assessment Units per acre. At this time, all commercial properties in the District are within the Calabasas Road/ Old Town Commercial Zone, which also encompasses the Old Town Master Plan area. The commercial properties in the Calabasas Road/ Old Town Commercial Zone receive benefit from Calabasas Road maintenance. The cost for these specific improvements will be distributed to the properties within the Zone based on each parcel's land area (acreage).

*Public Agency* parcels within the District that have people working on the premises and have parkway landscape maintained by the District, benefit from the landscape improvements to their parkway maintenance, as do other similar parcels. The only Public Agency parcels subject to the assessment are the Civic Center and the Tennis and Swim Center. For purposes of the assessment, these parcels are considered part of the Calabasas Road Commercial/Old Town Master Plan Zone. Therefore, the Civic Center and the Tennis and Swim center will receive the same per acre charge as the Commercial properties in the Calabasas Road Commercial/Old Town Master Plan Zone.

*Homeowner's Association and Common Area* parcels within the District are not assessed. These parcels include large **park parcels, small sliver parcels, and parking lot parcels that cannot be developed.** These 'unbuildable' properties do not receive a special benefit from **the District's improvements and are not assessed.** In many cases, the common area parcels provide the same use and function that the District funded improvements provide. In addition, the property owners paying the Homeowner's Association bill are already **paying for the District's funded improvements by their parcel's assessment.** The common area property is incidental to the primary residential parcels. Therefore, the assessment will go directly to the source and assess the properties that benefit from the **Zone's improvements and maintenance.**

#### FORMULA OF ASSESSMENT

The District budget requirements for the special benefit improvement costs have been assembled in order to determine the aggregate levy of assessment for Landscape Lighting Act District No. 22 (1972 Act) by Zone. The total aggregate levy for each LLAD 22 Zone is divided by the number of assessment units to determine the assessment amount per unit. The assessment amount per unit is multiplied by the number of assessment units assigned to the parcel to **determine each parcel's assessment.** See Exhibit B for the Landscape Lighting Act District No. 22 (1972 Act) Assessments by Zone.

For example, a Zone that only has single-family residence parcels is assigned 1 assessment unit per parcel, and the assessment per parcel is calculated as follows:

$$\frac{\text{Zone Total Levy Amount}}{\text{Zone Total Assessment Units (Parcels)}} = \text{Assessment Amount per Unit (Parcel)}$$

#### METHODOLOGY LANDSCAPE LIGHTING ACT DISTRICT NO. 24

The following methodology described pertains to the Landscape Lighting Act District No. 24 (1972 Act) herein referred to in this section as LLAD 24. The landscape services provided to all properties within the district boundary have been reviewed to identify the General Benefit and Special Benefit conferred to each parcel.

#### GENERAL BENEFIT

Articles XIII C and XIII D of the California Constitution require that the benefit to the public at large be identified for any improvements being funded through an assessment district. This so-called "general" benefit may not be assessed to the parcels through an assessment district. The following Method of Apportionment of Assessment for the District analyzes the benefit to the public at large from the landscape improvements provided by the City for the District.

Other residential areas of the City that are not included in an assessment district receive a minimal standard of City-funded landscape maintenance. The standard City landscaping for streets includes minimal median and parkway landscape. The City policy, therefore, is to have homeowner associations or landscaping and lighting districts fund certain landscaping maintenance, enhancements, and servicing. As a result, there is no general benefit from the funded improvements.

#### SPECIAL BENEFIT

The local landscape improvements provide special benefits to the properties within those developments, and have no benefit to the public at large, to individuals rather than property, or to properties located outside of the district. The

maintenance of landscape improvements within street right-of-way and open space located within the District are of direct and special benefit to the assessed properties. Consequently, 100% of these costs are allocated to special benefit, and the special benefits associated with the landscaped improvements include:

- The aesthetic desirability of parcels within the District is specifically enhanced by the presence of well-maintained open space, greenbelts, street medians, and frontage landscaping.
- Public rights-of-way with landscaped center medians, trees, and adjacent turf areas maintained by the District provide noise abatement and visual barrier to mitigate the negative impact of streets upon nearby parcels within the District.
- The special benefits derived from the maintenance of these landscape improvements provide environmental enhancement to nearby parcels through erosion control, dust and debris control, and weed abatement for safety.
- Additional special benefits of landscape maintenance are described earlier in this Report.

### PARCEL CLASSIFICATION

*Residential Parcels* within the District all receive direct and special benefit. All of the parcels in this District are residential and each parcel is assigned 1 Assessment Unit per parcel.

*Public Agency* parcels within the District that have people working on the premises and have parkway landscape maintained by the District that benefit from the landscape improvements to their parkway maintenance, similar to other parcels. However, at this time, there are no Public Agency parcels in LLAD 24.

*Homeowner's Association and Common Area* parcels within the District are not assessed. These parcels include large **park parcels, small sliver parcels, and parking lot parcels that cannot be developed.** These **'unbuildable' parcels do not receive a special benefit from the District's improvements** and are not assessed. In many cases, the common area parcels provide the same use and function that the District funded improvements provide. In addition, the parcel owners **paying the Homeowner's Association bill are already paying for the District's funded improvements by their parcel's** assessment. The common area property is incidental to the primary residential parcels. Therefore, the assessment **will go directly to the source and assess the properties that benefit from the Zone's improvements and maintenance.**

### FORMULA OF ASSESSMENT

In order for the methodology to be in compliance with Articles XIII C and XIII D enacted by Proposition 218, in 1997-98 a thorough study of the landscape provided to each Zone within the District was performed. Specific usage and services were identified by zones of benefit to determine the level of benefit received by each Zone within the District. The District was divided into naturally bounded communities, usually by tracts, but sometimes by street boundaries, and within each community, there is a single residential land use.

The Zones located within the District are as follows:

LLAD 24 Zones			
Avalon Bay	Deer Springs	El Encanto	Lone Oak
Mira Monte	Saratoga Hills	Saratoga Ranch	Steeplechase

The assessment per assessment unit is determined by dividing the total aggregate levy by Zone by the number of assessment units in the Zone. The assessment per parcel is determined by multiplying the assessment per assessment unit by the number of units assigned to the parcel. See Exhibit B for the Landscape Lighting Act District No. 24 (1972 Act) Assessments by Zone.

For example, a Zone that only has residential parcels is assigned 1 assessment unit per parcel, and the assessment per parcel is calculated as follows:

$$\frac{\text{Zone Total Levy Amount}}{\text{Zone Total Assessment Units (Parcels)}} = \text{Assessment Amount per Unit (Parcel)}$$

## METHODOLOGY LANDSCAPE LIGHTING ACT DISTRICT NO. 27

The following methodology described pertains to Landscape Lighting Act District No. 27 (1972 Act) herein referred to in this section as LLAD 27.

### GENERAL/SPECIAL BENEFIT

The local landscape improvements provide special benefits to the properties within those developments, and have no benefit to the public at large, to individuals rather than property, or to properties located outside of the district. The landscape improvements within the street right-of-way located within the District are of direct and special benefit to the assessed properties. Consequently, 100% of these costs are allocated to special benefit. The special benefits of landscape maintenance are described earlier in this Report.

Other residential areas of the City that are not included in an assessment district receive a minimal standard of City-funded landscape maintenance. The standard City performed landscape for arterial streets in the City includes minimal median and parkway landscape maintenance. The City policy, therefore, is to have fronting property in the District fund the enhanced landscape maintenance, operation, and servicing of arterial streets. The parcels in the District are funding only the cost of their frontage landscape maintenance. As a result, there is no General Benefit from the funded improvements.

### SPECIAL BENEFIT - MONT CALABASAS HOA ZONE

The Mont Calabasas HOA Zone special benefit includes the maintenance of landscape within Las Virgenes Road street right-of-way. In addition, the special benefit also includes areas to be maintained by LLAD 27 which are either owned in common or are privately owned and are solely accessible to (or primarily accessible to) owners of the assessed properties, their tenants, and/or guests. These areas have easements granted to LLAD 27 for landscape maintenance purposes.

The local landscape improvements associated within the Mont Calabasas HOA Zone, provide special benefits to the properties within the Mont Calabasas HOA, and have no benefit to the public at large, to individuals rather than property, or to properties located outside of the district. The landscape improvements of the common areas located within the member homeowner association are of direct and special benefit to the assessed properties. Consequently, 100% of these costs are allocated to special benefit. The specific usage and landscape maintenance activities were identified to determine the level of special benefit each property receives within the Mont Calabasas HOA Zone.

### PARCEL CLASSIFICATION

*Public Agency* parcels within the District that have people working on the premises and have parkway landscape maintained by the District that benefit from the landscape improvements to their parkway maintenance, similar to other parcels. There are no Public Agency parcels in LLAD 27 at this time.

*Homeowner's Association and Common Area* parcels within the District that are not assessed. These parcels include **large park parcels, small sliver parcels, and parking lot parcels that cannot be developed. These 'unbuildable' parcels do not receive a special benefit from the District's improvements and are not assessed. In many cases, the common area parcels provide the same use and function that the District funded improvements provide. In addition, the parcel owners paying the Homeowner's Association bill are already paying for the District's funded improvements by their parcel's assessment. The common area parcel is incidental to the primary residential parcels. Therefore, the assessment will go directly to the source and assess the parcels that benefit from the Zone's improvements and maintenance.**

### FORMULA OF ASSESSMENT

In order for the methodology to be in compliance with Articles XIII C and XIII D enacted by Proposition 218, in 1997-98 a thorough study of the landscape provided to zones of benefit within the District was performed. Specific usage and services were identified for each Zone to determine the level of benefit received by each Zone within LLAD 27. The

District was divided into naturally bounded neighborhoods, usually by tracts, but sometimes by street boundaries, and each parcel is assigned 1 assessment unit. The Zones are as follows:

LLAD 27 Zones			
Casden Malibu Canyon LP	Las Virgenes Park	Las Virgenes Village	Mont Calabasas

#### Assessment Formula (Las Virgenes Road)

The following Zones receive special benefit: Casden Malibu Canyon LP, Las Virgenes Park, Las Virgenes Village and Mont Calabasas. The assessment per assessment unit (parcel) is determined by dividing the total aggregate levy by the total number of assessment units (parcels) in the Zones.

#### Assessment Formula (Mont Calabasas Zone)

Costs of services for maintaining Mont Calabasas landscape of common areas and open space areas located and specific to Mont Calabasas HOA Zone are spread only across the parcels in that Zone. Each developed residential parcel within the Zone is allocated an equal share of costs applicable to that zone. The assessment per assessment unit (parcel) is determined by dividing the total aggregate levy by the total number of assessment units (parcels) in the Zone.

For example, a Zone that only has residential parcels is assigned 1 assessment unit per parcel, and the assessment per parcel is calculated as follows:

$$\frac{\text{Zone Total Levy Amount}}{\text{Zone Total Assessment Units (Parcels)}} = \text{Assessment Amount per Unit (Parcel)}$$

Zone Total Assessment Units (Parcels)

### METHODOLOGY LANDSCAPE LIGHTING ACT DISTRICT NO. 32

The following methodology described pertains to the Landscape Lighting Act District No. 32 (1972 Act) herein referred to in this section as LLAD 32.

#### GENERAL/SPECIAL BENEFIT

The local landscape improvements provide special benefits to the properties within those developments, and have no benefit to the public at large, to individuals rather than property, or to properties located outside of the district. The landscape improvements of the common areas located within member homeowner associations are of direct and special benefit to the assessed properties. Consequently, 100% of these costs are allocated to special benefit. The special benefits of landscape maintenance are described earlier in this Report.

#### PARCEL CLASSIFICATION

Because there is basically a single land use in the District, commercial, each parcel is assigned 1 assessment unit. The assessment levy is spread equally to each parcel. The only nonconforming land use in the District is related to the Community Center, which is owned by the City of Calabasas and the City of Agoura Hills. The Community Center parcel's frontage landscape will be funded by the District, similar to the commercial properties in the District. Therefore, the Community Center benefits from the assessment and will be assessed as a parcel.

*Common Area or Easement* parcels within the District include primarily open space parcels that cannot be developed and parking lots that are considered 'unbuildable'. These parcels do not receive special benefit and will not be assessed. In many cases, the common area parcels provide the same use and function that the District funded improvements provide. Furthermore, these parcels are incidental to the primary parcels. Therefore, the assessment will go directly to the source and assess the parcels that benefit from the Districts improvements and maintenance.



## FORMULA OF ASSESSMENT

In order for the methodology to be in compliance with Articles XIII C and XIII D enacted by Proposition 218, in 1997-98 a thorough study of the landscape provided to the District was performed. Specific usage and services were identified to determine the level of benefit each parcel within the District receives. These costs are apportioned to each parcel based on the Special Benefit associated with the type of land use. Two land uses exist in LLAD 32: Commercial and Public Agency (a sheriff station and a community center).

The assessment per assessment unit is determined by dividing the total aggregate levy by parcel by the number of assessment units in the District. The assessment per parcel is determined by multiplying the assessment per assessment unit by the number of units assigned to the parcel. See Exhibit D for the Landscape Lighting Act District No. 32 (1972 Act) Assessments by parcel.

For example, a District that only has commercial land use parcels is assigned 1 assessment unit per parcel, and the assessment per parcel is calculated as follows:

$$\frac{\text{District Total Levy Amount}}{\text{District Total Assessment Units (Parcels)}} = \text{Assessment Amount per Unit (Parcel)}$$

## IV. DISTRICT BUDGET

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### ESTIMATE OF COSTS

Section 22569 of the 1972 Act requires the Engineer's Report to contain an estimate of the costs of the Improvements including:

- total costs of improvements including incidental expenses,
- the amount of the surplus to be carried over from a previous fiscal year,
- the amount of any contributions to be made from sources other than the assessment,
- the amount, if any, to be collected in annual installments for the estimated cost of improvements,
- the net amount to be assessed within the Assessment District.

Estimates of these amounts are as follows:

#### Cost of Improvements:

As mentioned earlier, some zones are assessed at fixed annual rate without the CPI adjustment. In such areas, the level of service (i.e., gardening and watering) is reduced so that the costs of providing services does not exceed assessment revenues. For the areas where the CPI adjustments have been approved, an attempt is made to provide the same levels of service from year to year.

The Community Services Department oversees the operation of the landscape maintenance while outside contractors as well as in-house staff are used to maintain these areas. The expenditures are listed in the fiscal year 2021-22 budget listed below. Contract maintenance expenses are based on actual contractual costs. Water and electricity utility bills and routine supplies are estimated based on current expenditures.

#### Incidental Expenses:

Incidental expenses to be paid with assessment amounts of the Assessment District for FY 2021-22 (**"Incidental Expenses"**) are included in the definition of **"incidental expenses"** as defined in Section 22526 of the 1972 Act.

Four types of incidental expenses are included in the costs associated with the Maintenance District: (i) compensation for special counsel providing advice in connection with the establishment of the Maintenance District, (ii) costs of the preparation of this Report, including preparation of plans, specifications, estimates, diagram, and assessment (**"Assessment Engineering"**), (iii) **costs associated with printing, advertising, and the giving of published, posted, and mailed notices**, including the balloting required by Article XIID of the California Constitution, and (iv) compensation payable to the County of Los Angeles for the collection of assessments. The budget shows the total amounts for incidental expenses for Fiscal Year 2021-22.

#### Contribution from Other Sources

This is included to subsidize any shortfalls for Zones in the District.

#### Annual Installments

The entire amount of the net assessment that will be assessed in FY 2021-22.

The estimated budget for fiscal year 2021-22 for each District is shown in the table below. The beginning fund balance estimated for July 1, 2021, is projected from the 2020-21 budget year. These fund balances are used to finance all work from July 1, 2021 until June 30, 2022. **The first deposit from the County Assessor's Office to the District's accounts is December 2021.** The projected carryover from FY 2020-21 will be the beginning fund balance for Fiscal Year 2021-22 and so forth.

<b>City of Calabasas Landscape Act District Nos. 22, 24, 27, &amp; 32</b>				
<b>Sources and Uses for FY 2021-22</b>				
<u>Sources</u>	<u>LLAD 22</u>	<u>LLAD 24</u>	<u>LLAD 27</u>	<u>LLAD 32</u>
Beginning Balance (Est.)	\$1,000,000.00	\$1,000.00	(\$5,000.00)	(\$28,000.00)
Benefit Assessment	3,260,928.19	217,666.20	375,717.04	36,028.92
Other City Funds*	0.00	0.00	0.00	0.00
Interest	10,000.00	0.00	0.00	0.00
General Contribution	0.00		0.00	40,499.16
<b>Total Sources</b>	<b>\$4,270,928.19</b>	<b>\$218,666.20</b>	<b>\$370,717.04</b>	<b>\$48,528.08</b>
<u>Uses</u>				
City Administration Costs (Salaries, Consultants, Incidental Costs, Etc.)	\$135,000.00	\$42,000.00	\$13,000.00	\$3,200.00
Utilities (Irrigation Water & Electrical to Power Irrigation Controllers)	850,000.00	45,000.00	10,100.00	5,000.00
Maintenance Contracts/Pest Control	1,119,752.48	90,346.21	211,293.50	40,328.08
Fire Break/Brush Clearance	550,000.00	7,000.00	37,000.00	0.00
General Benefit Landscape Improvements	400,000.00	32,900.00	75,000.00	0.00
<b>Total Uses</b>	<b>\$3,054,752.48</b>	<b>\$217,246.21</b>	<b>\$346,393.50</b>	<b>\$48,528.08</b>
<b>Ending Balance Carryover</b>	<b>\$1,216,175.71</b>	<b>\$1,419.99</b>	<b>\$24,323.54</b>	<b>\$0.00</b>

\*Other City Funds – funds the maintenance of general benefit landscape improvements. See LLAD No. 22 General Benefit.

**The City of Calabasas' Chief Financial Officer provided the FY 2021-22 Budget Sources and Uses, and Consumer Price Index increase is 1.625%.**  
The detailed records for the costs, utilities, maintenance contracts and other uses are on file at the City of Calabasas.

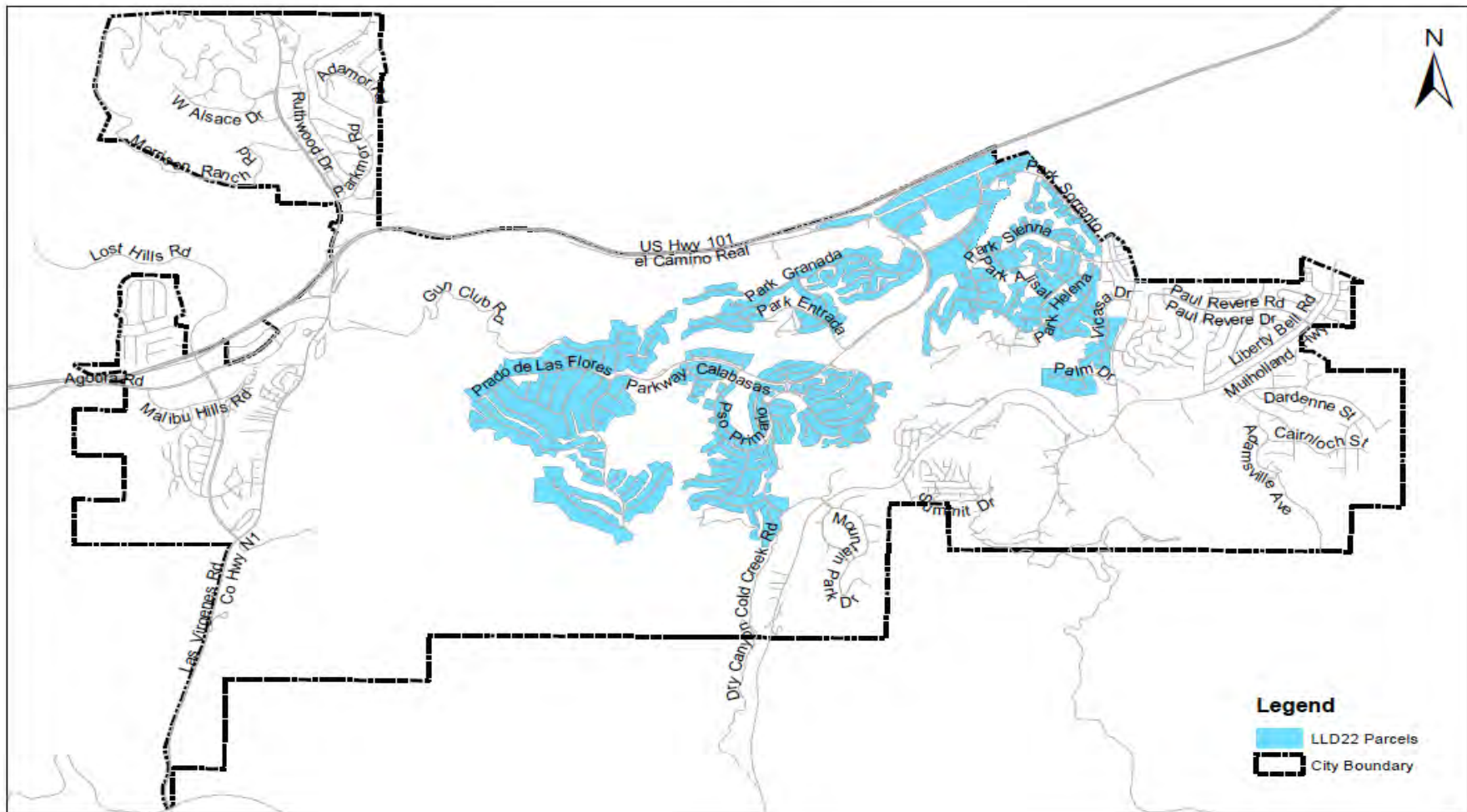
Note: Any deficits are covered by the City of Calabasas through the general fund.

## V. DISTRICT BOUNDARY MAPS

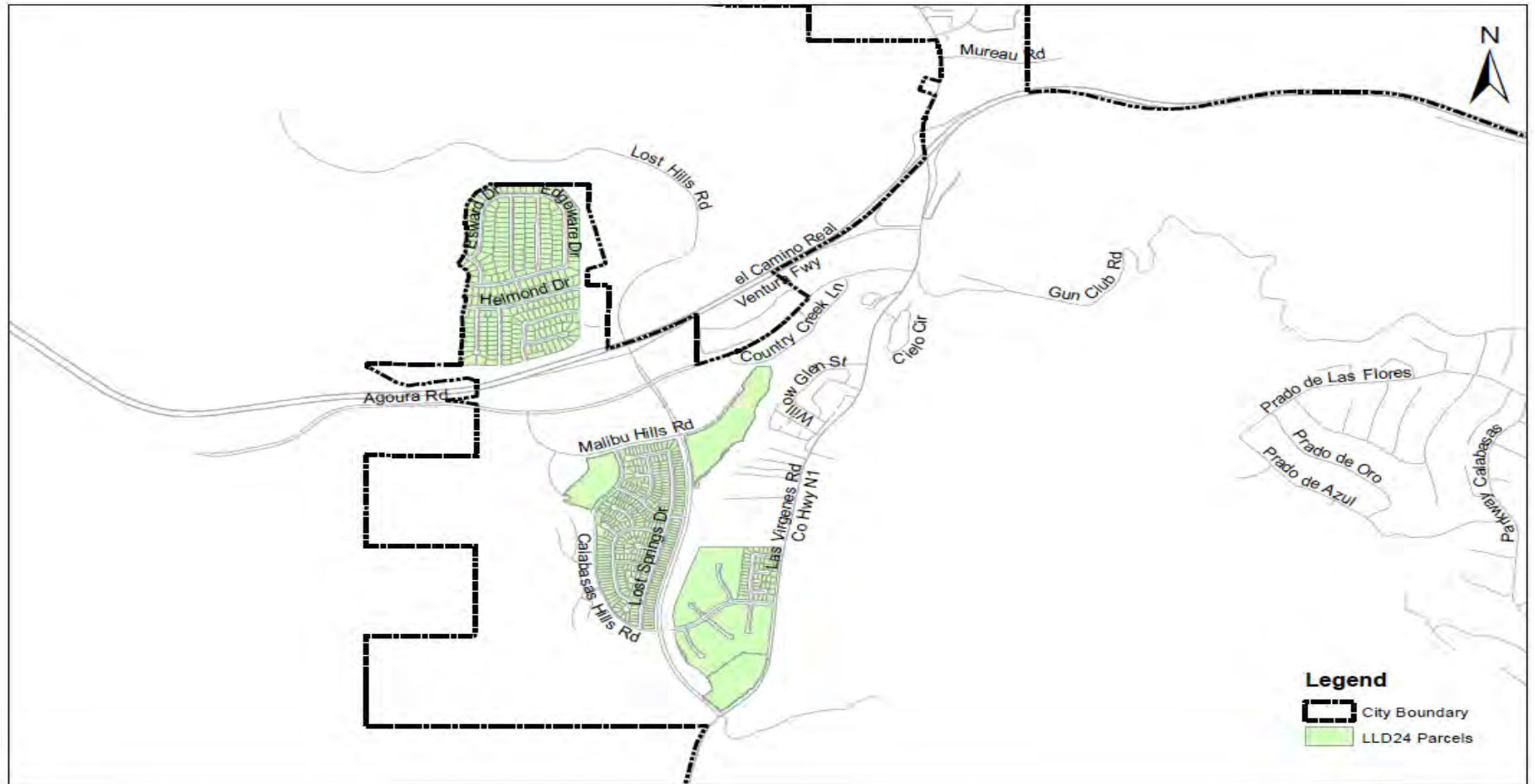
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Reference is hereby made to the Assessor's Maps of the County of Los Angeles for an exact description of the lines and dimensions of each parcel within the Assessment District.

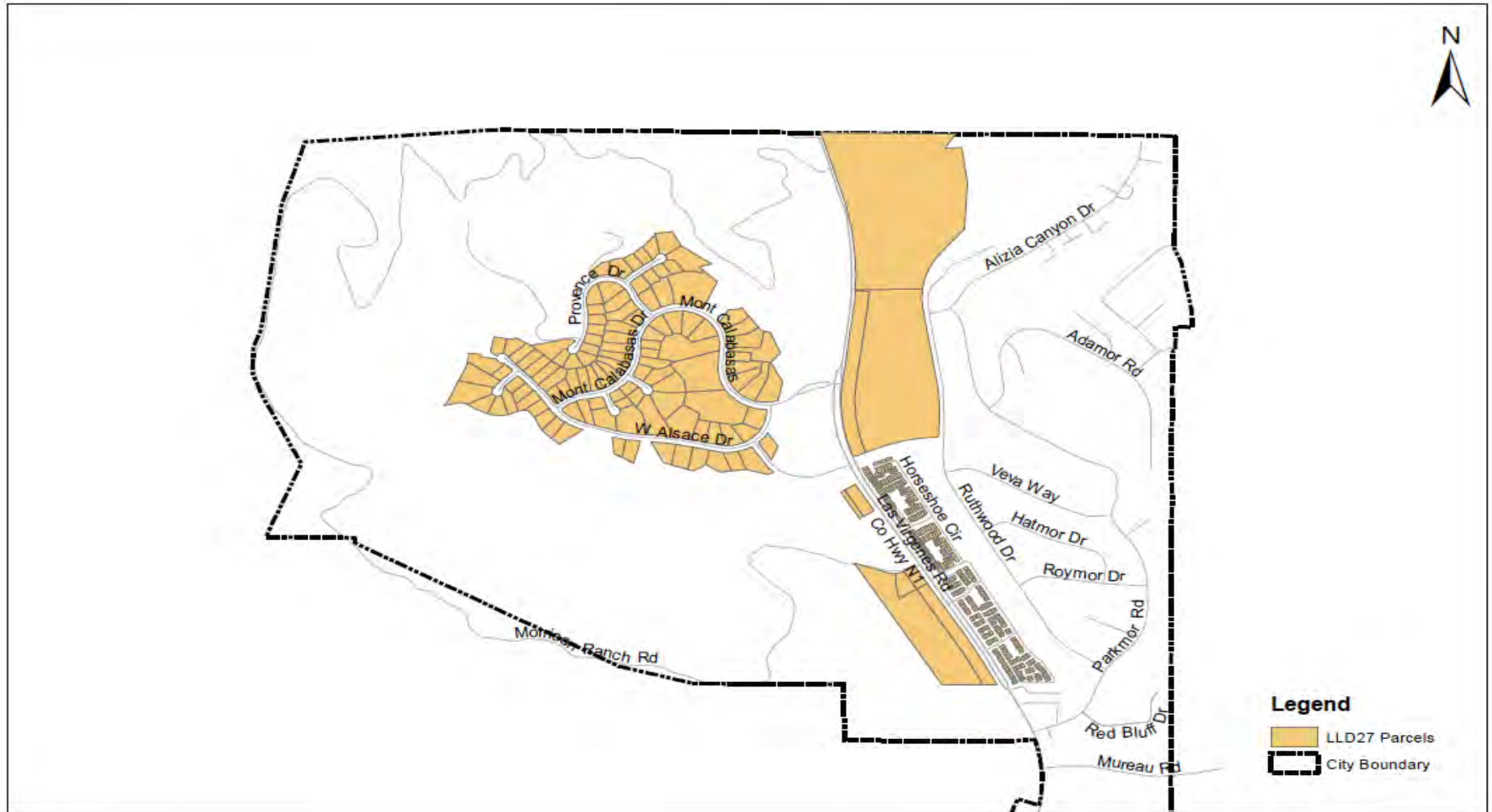
## City of Calabasas Landscaping and Lighting District No. 22 Boundary Map



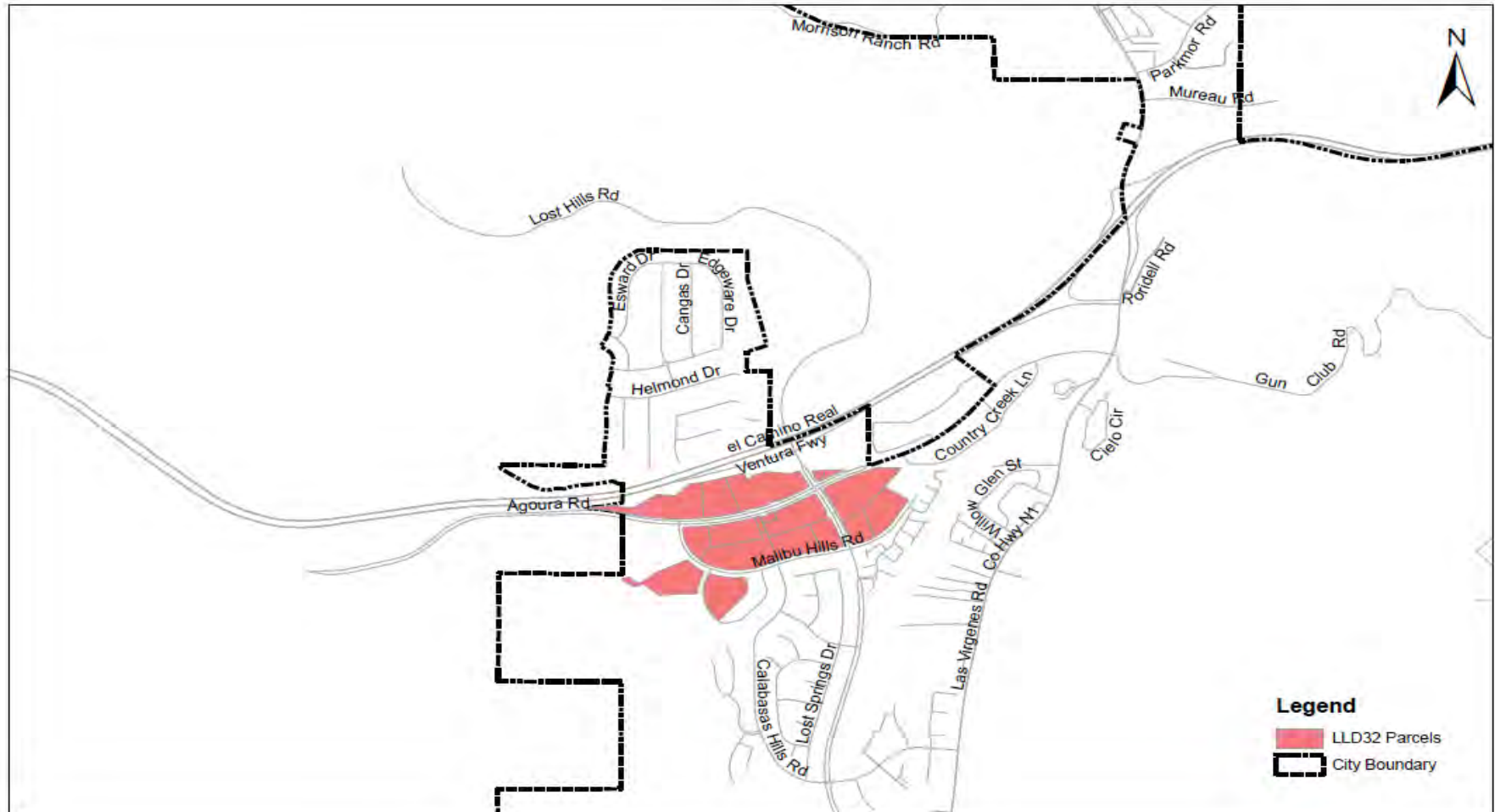
## City of Calabasas Landscaping and Lighting District No. 24 Boundary Map



## City of Calabasas Landscaping and Lighting District No. 27 Boundary Map



### City of Calabasas Landscaping and Lighting District No. 32 Boundary Map





## Exhibit A- 2021-22 ASSESSMENT ROLL

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Parcel identification, for each lot or parcel within the District, shall be the parcel as shown on the Los Angeles County Assessor's map for the year in which this Report is prepared.

The land use classification for each parcel has been based on the Los Angeles **County Assessor's Roll**. A listing of parcels assessed within this District, along with the proposed assessment amounts, has been submitted to the City Clerk, under a separate cover, and by reference is made part of this Report.

Annexation of territory to an existing assessment district is provided by the 1972 Act, commencing with Section 22605. The 1972 Act further provides that an assessment district may consist of contiguous or non-contiguous areas. Annexation proceedings are limited to the territory proposed to be annexed. The history of annexations and detachments are listed above under the historical information section page 2.

## Exhibit B- Maintenance Costs and Assessment by Zone

### Landscape Lighting Act District No. 22

ZONE	FY 2021-22 Maintenance Cost & Benefit Assessment	Land Use	No. of Parcels	Assessment Units	No. of Acres	FY 2020-21 Assessment Rate (No CPI Increase)	FY 2021-22 Assessment Rate (4.738% CPI Increase)	FY 2021-22 Maximum Assessment Rate (1.625% CPI Increase)	Per Parcel/Acre
Bellagio	\$169,936.00	SFR	160	160		\$1,014.05	\$1,062.10	\$1,062.10	Parcel
Calabasas Country Estates	69,949.61	SFR	37	37		\$1,804.98	\$1,890.53	\$1,890.53	Parcel
Calabasas Hills	418,616.80	SFR	490	490		\$815.67	\$854.32	\$854.32	Parcel
Classic Calabasas Park	455,467.26	SFR	458	458		\$949.48	\$994.47	\$994.47	Parcel
Calabasas Park Estates	489,659.50	SFR	425	425		\$1,100.02	\$1,152.14	\$1,152.14	Parcel
Calabasas Rd Comm / Old Town	35,179.10	Commercial/ Vacant	70	390	97.38	\$344.91	\$361.26	\$361.26	Acre
Calabasas Rd Comm / Old Town	4,063.50	MFR	1	45		\$86.22	\$90.30	\$90.30	Parcel
Calabasas Rd Comm / Old Town	6,501.60	SFR	72	72		\$86.22	\$90.30	\$90.30	Parcel
Clairidge	145,682.46	SFR	33	33		\$4,214.87	\$4,414.62	\$4,414.62	Parcel
Las Villas	131,324.84	SFR	89	89		\$1,408.80	\$1,475.56	\$1,475.56	Parcel
Oak Creek	8,860.91	Condo	17	17		\$497.65	\$521.23	\$521.23	Parcel
Oak Park	201,005.36	Condo	268	268		\$716.09	\$750.02	\$750.02	Parcel
Palatino	102,518.40	SFR	120	120		\$815.67	\$854.32	\$854.32	Parcel
The Oaks of Calabasas	476,710.56	SFR	558	558		\$815.67	\$854.32	\$854.32	Parcel
Vista Pointe	341,509.77	SFR	189	189		\$1,725.17	\$1,806.93	\$1,806.93	Parcel
Westridge	203,942.52	SFR	111	111		\$1,754.19	\$1,837.32	\$1,837.32	Parcel
<b>TOTAL</b>	<b>\$3,260,928.19</b>		<b>3,098</b>	<b>3,462</b>	<b>97.38</b>				

Variance from budget due to rounding.

NOTE: The maximum assessment rate is increased by the Consumer Price Index annually. District 22 is being charged at the maximum rate for FY 2021/22.

Landscape Lighting Act District No. 24

ZONE	FY 2020-21 Maintenance Cost & Benefit Assessment	Land Use	No. of Parcels	Assessment Units	FY 2020-21 Assessment Rate (No CPI Increase)	FY 2021-22 Assessment Rate 4.729% CPI Increase)	FY 2021-22 Maximum Assessment Rate (1.625% CPI Increase)
Deer Springs	\$48,165.00	Residential	300	300	\$153.30	\$160.55	\$160.55
Steeplechase	38,692.55	Residential	240	241	\$153.30	\$160.55	\$160.55
El Encanto	6,903.65	Residential	43	43	\$153.30	\$160.55	\$160.55
Avalon Bay	96,330.00	Residential	2	600	\$153.30	\$160.55	\$160.55
Lone Oak	7,706.40	Residential	48	48	\$153.30	\$160.55	\$160.55
Mira Monte (Tract 52150)	5,458.70	Residential	34	34	\$153.30	\$160.55	\$160.55
<b>District 24 Subtotal</b>	<b>\$203,256.30</b>		<b>667</b>	<b>1,266</b>			
Saratoga Ranch	\$2,294.91	Residential	43	43	\$50.96	\$53.37	\$53.37
Saratoga Hills	12,114.99	Residential	227	227	\$50.96	\$53.37	\$53.37
<b>Saratogas Subtotal</b>	<b>\$14,409.90</b>		<b>270</b>	<b>270</b>			
<b>District Total</b>	<b>\$217,666.20</b>		<b>937</b>	<b>1,536</b>			

Variance from budget due to rounding.

NOTE: The maximum assessment rate is increased by the Consumer Price Index annually. District 24 is being charged at the maximum rate for FY 2021/22.

Landscape Lighting Act District No. 27

ZONE	FY 2021-22 Maintenance Cost & Benefit Assessment	No. of Parcels	FY 2020-21 Assessment Rate (No CPI Increase)	FY 2021-22 Assessment Rate (1.625% CPI Increase)	FY 2021-22 Maximum Assessment Rate (1.625% CPI Increase)
Casden Malibu Canyon	\$360.18	3	\$114.64	\$120.06	\$120.06
Las Virgenes Park	17,288.64	144	\$114.64	\$120.06	\$120.06
Las Virgenes Village	19,449.72	162	\$114.64	\$120.06	\$120.06
Mont Calabasas	13,206.60	110	\$114.64	\$120.06	\$120.06
<b>Total</b>	<b>\$50,305.14</b>	<b>419</b>			
ZONE	FY 2021-22 Maintenance Cost & Benefit Assessment	No. of Parcels	FY 2020-21 Assessment Rate	FY 2021-22 Assessment Rate	FY 2021-22 Maximum Assessment Rate
Mont Calabasas HOA*	\$325,411.90	110	\$2,958.29	\$2,958.29	\$2,958.29
<b>Total Mont Calabasas</b>	<b>\$325,411.90</b>	<b>110</b>			
<b>LLAD Total</b>	<b>\$375,717.04</b>	<b>419</b>			

Variance from budget due to rounding.

\* Mont Calabasas HOA will remain as \$2,958.29, until Fiscal Year 2022/2023 and then revert back to previously approved maximum assessment in Fiscal Year 2018/2019 rate with an increase in CPI over four years.

Note: The maximum assessment rate is increased by the Consumer Price Index annually. District 27 is being assessed at the maximum for Fiscal Year 2021/22.

Landscape Lighting Act District No. 32

<b>ZONE</b>	<b>FY 2020-21 Maintenance Cost &amp; Benefit Assessment</b>	<b>Land Use</b>	<b>No. of Parcels</b>	<b>FY 2020-21 Assessment Rate (3.065% CPI Increase)</b>	<b>FY 2021-22 Applied Assessment Rate (1.625% CPI Increase)</b>	<b>FY 2021-22 Maximum Assessment Rate (1.625% CPI Increase)</b>
Single Parcels	\$32,025.76	Commercial	16	\$1,969.62	\$2,001.61	\$2,001.61
Parcel Splits	4,003.16	Commercial	4	\$984.80	\$1,000.79	\$1,000.79
<b>TOTAL</b>	<b>\$36,028.92</b>		<b>20</b>			

Variance from budget due to rounding.

Note: The maximum assessment rate is increased by the Consumer Price Index annually. District 32 is being assessed at the maximum for Fiscal Year 2021/22.

## Exhibit C- Assessment Rate History

### Landscape Lighting Act District No. 22

Fiscal Year	Prop 218 Assessment Increases & Annual CPI Increase per Parcel	Bellagio	Calabasas County Estates	Calabasas Hills	Classic Calabasas Park	Calabasas Park Estates	Calabasas Ridge (Detached from District 11-12)	Cal Road Commercial/ Old Town Master Plan Area (Formed 1997-98)	Clairidge (Formed 1996-97)	Creekside (Detached from District 1997-98)
1995-1996		\$621.43	\$621.43	\$621.43	\$621.43	\$621.43	\$621.43		N/A	\$621.43
1996-1997		\$621.43	\$621.43	\$621.43	\$621.43	\$621.43	\$621.43		\$621.43	\$621.43
1997-1998		\$621.43	\$621.43	\$621.43	\$621.43	\$621.43	\$1,023.73	172.92 per acre	\$2,500.00	NAP
1998-1999		\$621.43	\$621.43	\$621.43	\$621.43	\$621.43	\$1,023.73	172.92 per acre	\$2,500.00	NAP
1999-2000		\$621.43	\$621.43	\$621.43	\$621.43	\$621.43	\$1,023.73	172.92 per acre	\$2,500.00	NAP
2000-2001		\$621.43	\$621.43	\$621.43	\$621.43	\$621.43	\$1,023.73	172.92 per acre	\$2,500.00	NAP
2001-2002	Prop 18-Majority Vote	Yes	Yes				Yes	No	Yes	
2001-2002	Final Assessments	\$772.56	\$764.03	\$621.43	\$621.43	\$621.43	\$1,948.37	Not Assessed	\$3,211.15	NAP
2002-2003	Prop 18-Majority Vote							Yes		
2002-2003	Final Assessments	\$772.56	\$764.03	\$621.43	\$621.43	\$621.43	\$1,948.37	262.76 per acre	\$3,211.15	NAP
2003-2004		\$772.56	\$764.03	\$621.43	\$621.43	\$621.43	\$1,948.37	262.76 per acre	\$3,211.15	NAP
2004-2005		\$772.56	\$764.03	\$621.43	\$621.43	\$621.43	\$1,948.37	262.76 per acre	\$3,211.15	NAP
2005-2006		\$772.56	\$764.03	\$621.43	\$621.43	\$621.43	\$1,948.37	262.76 per acre	\$3,211.15	NAP
2006-2007	Prop 18-Majority Vote									
2006-2007	Final Assessments	\$772.56	\$764.03	\$621.43	\$621.43	\$761.88	\$1,948.37	262.76 per acre	\$3,211.15	NAP
2007-2008	Prop 18-Majority Vote			No	No					
2007-2008	Prop 18-Majority Vote			No	No					
2007-2008	Final Asmts & CPI Increase for all Zones	\$805.48	\$1,031.87	\$647.91	\$647.91	\$794.35	\$2,031.40	273.96 per acre	\$3,348.00	NAP
2008-2009	Prop 18-Majority Vote		Yes		Yes	No				
2008-2009	Final Asmts & CPI Increase for all Zones	\$831.90	\$1,364.87	\$669.16	\$700.69	\$820.40	\$2,098.03	282.95 per acre	\$3,457.81	NAP
2009-2010	Prop 18-Majority Vote		No							
2009-2010	Final Asmts & CPI Increase for all Zones	\$861.27	\$1,413.05	\$692.78	\$725.42	\$849.36	\$2,172.09	292.94 per acre	\$3,579.87	NAP
2010-2011	Prop 18-Majority Vote	No	Yes							
2010-2011	Final Asmts for all Zones (no CPI increase)	\$861.27	\$1,533.05	\$692.78	\$725.42	\$849.36	\$2,172.09	292.94 per acre	\$3,579.87	NAP
2011-2012	Asmts for all Zones (no CPI increase)	\$861.27	\$1,533.05	\$692.78	\$725.42	\$849.36	\$2,172.09	292.94 per acre	\$3,579.87	NAP
2011-2012	Survey Ballot Ridge voted to be Removed from LLAD 22						NAP			
2012-2013	Asmts for all Zones (2.67% CSI increase)	\$884.27	\$1,573.98	\$711.28	\$744.79	\$872.04	NAP	\$300.76	\$3,675.45	NAP
2013-2014	Asmts for all Zones (2.03% CSI increase)	\$902.22	\$1,605.93	\$725.72	\$759.91	\$978.71	NAP	\$306.87	\$3,750.06	NAP
2013-2014	Prop 18-Majority Vote					Yes				
2014-2015	Asmts for all Zones (1.08% CSI increase)	\$911.97	\$1,623.28	\$733.56	\$795.00	\$989.29	NAP	\$310.19	\$3,790.57	NAP
2014-2015	Prop 18-Majority Vote				Yes					
2015-2016	Asmts for all Zones (1.35% CSI increase)	\$924.29	\$1,645.20	\$743.47	\$805.74	\$1,002.65	NAP	\$314.38	\$3,841.75	NAP
2016-2017	Asmts for all Zones (0.91% CPI increase)	\$932.70	\$1,660.17	\$750.24	\$813.07	\$1,011.77	NAP	\$317.24	\$3,876.71	NAP
2017-2018	Asmts for all Zones (1.89% CPI increase)	\$950.33	\$1,691.55	\$764.42	\$828.44	\$1,030.89	NAP	\$323.24	\$3,949.98	NAP
2018-2019	Asmts for all Zones (2.79% CPI increase)	\$976.84	\$1,738.74	\$785.75	\$851.55	\$1,059.65	NAP	\$332.25	\$4,060.18	NAP
2018-2019	Prop 18-Majority Vote				No					
2019-2020	Asmts for all Zones (3.81% CPI increase)	\$1,014.05	\$1,804.98	\$815.67	\$949.48	\$1,100.02	NAP	\$344.91	\$4,214.87	NAP
2019-2020	Prop 18-Majority Vote				Yes					
2020-2021	Asmts for all Zones (the applied assessment rates were not increased by CPI)	\$1,014.05	\$1,804.98	\$815.67	\$949.48	\$1,100.02	NAP	\$344.91	\$4,214.87	NAP
2021-2022	Asmts for all Zones (the applied assessment rates were not increased by CPI)	\$1,062.10	\$1,890.53	\$854.32	\$994.47	\$1,152.14	NAP	\$361.26	\$4,414.62	NAP

Variance from budget due to rounding.

Landscape Lighting Act District No. 22

Fiscal Year	Prop 218 Assessment Increases & Annual CPI Increase per Parcel	Las Villas	Oak Creek	Oak Park	Palatino	Park Sorrento (Detached from District 2009-10)	The Oaks of Calabasas	The Oaks II (Vacant Land Asmt per acre)	Vista Pointe	Westridge
1995-1996		\$621.43	\$621.43	\$621.43	\$621.43	\$621.43	\$621.43	N/A	\$621.43	\$621.43
1996-1997		\$621.43	\$621.43	\$621.43	\$621.43	\$621.43	\$621.43	N/A	\$621.43	\$621.43
1997-1998		\$621.43	\$379.12	\$545.54	\$621.43	\$362.78	\$621.43	\$19.15	\$621.43	\$621.43
1998-1999		\$621.43	\$379.12	\$545.54	\$621.43	\$362.78	\$621.43	\$19.15	\$621.43	\$621.43
1999-2000		\$621.43	\$379.12	\$545.54	\$621.43	\$362.78	\$621.43	\$19.15	\$621.43	\$621.43
2000-2001		\$621.43	\$379.12	\$545.54	\$621.43	\$362.78	\$621.43	\$19.15	\$621.43	\$621.43
2001-2002	Prop 18-Majority Vote								Yes	Yes
2001-2002	Final Assessments	\$621.43	\$379.12	\$545.54	\$621.43	\$362.78	\$621.43	\$19.15	\$1,314.35	\$779.26
2002-2003	Prop 18-Majority Vote									
2002-2003	Final Assessments	\$621.43	\$379.12	\$545.54	\$621.43	\$362.78	\$621.43	\$19.15	\$1,314.35	\$779.26
2003-2004		\$621.43	\$379.12	\$545.54	\$621.43	\$362.78	\$621.43	\$19.15	\$1,314.35	\$779.26
2004-2005		\$621.43	\$379.12	\$545.54	\$621.43	\$362.78	\$621.43	\$19.15	\$1,314.35	\$779.26
2005-2006		\$621.43	\$379.12	\$545.54	\$621.43	\$362.78	\$621.43	\$19.15	\$1,314.35	\$779.26
2006-2007	Prop 18-Majority Vote	Yes							No	
2006-2007	Final Assessments	\$1,073.31	\$379.12	\$545.54	\$621.43	\$362.78	\$621.43	\$19.15	\$1,314.35	\$779.26
2007-2008	Prop 18-Majority Vote									
2007-2008	Prop 18-Majority Vote									
2007-2008	Final Asmts & CPI Increase for all Zones	\$1,118.05	\$395.80	\$588.79	\$647.91	\$378.24	\$647.91	N/A All land developed-The Oaks	\$1,370.36	\$812.47
2008-2009	Prop 18-Majority Vote						No			Yes
2008-2009	Final Asmts & CPI Increase for all Zones	\$155.75	\$408.25	\$587.45	\$669.18	\$390.65	\$669.16		\$1,415.31	\$1,439.12
2009-2010	Prop 18-Majority Vote									
2009-2010	Final Asmts & CPI Increase for all Zones	\$1,196.55	\$422.66	\$608.19	\$692.78	NAP	\$692.78		\$1,465.27	\$1,439.12
2010-2011	Prop 18-Majority Vote									
2010-2011	Final Asmts for all Zones (no CPI increase)	\$1,196.55	\$422.66	\$608.19	\$692.78	NAP	\$692.78		\$1,465.27	\$1,439.12
2011-2012	Asmts for all Zones (no CPI increase)	\$1,196.55	\$422.66	\$608.19	\$692.78	NAP	\$692.78		\$1,465.27	\$1,439.12
2011-2012	Survey Ballot Ridge voted to be Removed from LLAD 22									
2012-2013	Asmts for all Zones (2.67% CSI increase)	\$1,228.50	\$433.95	\$624.43	\$711.28	NAP	\$711.28		\$1,504.39	\$1,529.70
2013-2014	Asmts for all Zones (2.03% CSI increase)	\$1,253.44	\$442.76	\$637.11	\$725.72	NAP	\$725.72		\$1,534.93	\$1,560.75
2013-2014	Prop 18-Majority Vote									
2014-2015	Asmts for all Zones (1.08% CSI increase)	\$1,266.98	\$447.55	\$644.00	\$733.56	NAP	\$733.56		\$1,551.51	\$1,577.61
2014-2015	Prop 18-Majority Vote									
2015-2016	Asmts for all Zones (1.35% CSI increase)	\$1,284.09	\$453.60	\$652.70	\$743.47	NAP	\$743.70		\$1,572.46	\$1,598.91
2016-2017	Asmts for all Zones (0.91% CPI increase)	\$1,295.78	\$457.73	\$658.64	\$750.24	NAP	\$750.24		\$1,586.77	\$1,613.46
2017-2018	Asmts for all Zones (1.89% CPI increase)	\$1,320.27	\$466.38	\$671.09	\$764.42	NAP	\$764.42		\$1,616.76	\$1,643.95
2018-2019	Asmts for all Zones (2.79% CPI increase)	\$1,357.11	\$479.39	\$689.81	\$785.75	NAP	\$785.75		\$1,661.87	\$1,689.82
2018-2019	Prop 18-Majority Vote									
2019-2020	Asmts for all Zones (3.81% CPI increase)	\$1,408.80	\$497.65	\$716.09	\$815.67	NAP	\$815.67		\$1,725.17	\$1,754.19
2019-2020	Prop 18-Majority Vote									
2020-2021	Asmts for all Zones (the applied assessment rates were not increased by CPI)	\$1,408.80	\$497.65	\$716.09	\$815.67	NAP	\$815.67		\$1,725.17	\$1,754.19
2021-2022	Asmts for all Zones (the applied assessment rates were not increased by CPI)	\$1,475.56	\$521.23	\$750.02	\$854.32	NAP	\$854.32		\$1,806.93	\$1,837.32

Variance from budget due rounding.



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

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**DATE:** APRIL 14, 2021

**TO:** HONORABLE MAYOR AND COUNCILMEMBERS

**FROM:** RON AHLERS, CHIEF FINANCIAL OFFICER

**SUBJECT:** GRANT AWARDS TO PARENT FACULTY CLUBS FOR SCHOOLS IN CALABASAS

**MEETING DATE:** APRIL 28, 2021

---

**SUMMARY RECOMMENDATION:**

Staff recommends the City Council authorize grants to Parent Faculty Clubs (PFCs) of Calabasas schools in the amount of \$125,000 for fiscal year (FY) 2020-21.

**BACKGROUND:**

During the budget process for FY 2020-21, staff recommended a number of reductions to the budget. The reductions were necessary in order to reduce a projected General Fund deficit due to shut-down of the economy by the Governor. One staff recommendation was a one-half reduction in the allocation to the Parent Faculty Clubs of the schools in Calabasas. The City Council adopted the FY 2020-21 budget with the education grant amounts as listed below:

- \$ 16,000 per elementary school
- \$ 19,000 per middle school
- \$ 36,000 per high school

The total amount of the grants is \$125,000 which is one-half of the amount it has been in the prior years. The \$125,000 is from the General Fund of the City.

A short history of the amounts given to each school is shown in the table below.

<u>School Name</u>	<b>FISCAL YEAR</b>				
	<u>2020-21</u>	<u>2019-20</u>	<u>2018-19</u>	<u>2017-18</u>	<u>2016-17</u>
Chaparral Elementary School	16,000	32,000	23,437	28,984	28,474
Lupin Hill Elementary School	16,000	32,000	45,396	36,951	40,578
Bay Laurel Elementary School	16,000	32,000	24,352	21,226	22,086
A.E. Wright Middle School	19,000	38,000	37,587	43,210	46,586
A. C. Stelle Middle School	19,000	38,000	38,044	38,387	38,181
Calabasas High School	39,000	78,000	81,184	81,242	74,095
	<b>\$ 125,000</b>	<b>\$ 250,000</b>	<b>\$ 250,000</b>	<b>\$ 250,000</b>	<b>\$ 250,000</b>

These funds are granted to the PFC of each school listed in the table above. The use of the funds may be conditional, and year-end reporting is a requirement of acceptance of the funds.

**FISCAL IMPACT:**

None.

The \$125,000 is budgeted in the General Fund for FY 2020-21.

**REQUESTED ACTION:**

Staff requests the approval of the distribution of \$125,000 in education monies to the PFCs of the Calabasas schools as noted in the table above.

**ATTACHMENTS:**

None





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

---

**DATE:** APRIL 15, 2020

**TO:** HONORABLE MAYOR AND COUNCILMEMBERS

**FROM:** ROBERT YALDA, P.E., T.E., PUBLIC WORKS DIRECTOR/CITY ENGINEER  
ALBA LEMUS, ASSOCIATE CIVIL ENGINEER

**SUBJECT:** RECOMMENDATION TO APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH RUIZ CONCRETE AND PAVING, INC. IN THE AMOUNT OF \$100,000 ON AN AS-NEEDED BASIS FOR SIDEWALK AND ROADWAY REPAIR, CONCRETE MAINTENANCE AND OTHER RELATED GENERAL MAINTENANCE WORK

**MEETING DATE:** APRIL 28, 2021

---

**SUMMARY RECOMMENDATION:**

Staff recommends approving a Professional Services Agreement (PSA) with Ruiz Concrete and Paving, Inc. (Ruiz) in the amount of \$100,000 on an as-needed basis for sidewalk and roadway repair, concrete maintenance and other related general maintenance work. The duration of the agreement is for a one-year term.

**BACKGROUND:**

The City currently does not have a contract with a private vendor that provides sidewalk panel replacement, roadway potholing and shoulder repair, and other general concrete maintenance. Ruiz Concrete and Paving, Inc. (Ruiz) had a three (3) year Professional Services Agreement (PSA) for as-needed basis for sidewalk and roadway repair, concrete maintenance and other related general maintenance work in an amount not to exceed \$300,000.00. The PSA expired on October 30, 2020. Ruiz has satisfactorily fulfilled past work to the City's standard.

**DISCUSSION/ANALYSIS:**

The City previously had a three (3) year PSA with Ruiz where they performed a variety of different jobs around the City including sidewalk panel replacement, curb construction and catch basin repair. Staff is satisfied with previous work performed by Ruiz, in terms of its competency and timely completion of the assigned work.

Presently, staff has compiled a list of sidewalk panels that are in need of replacement and would require the services of Ruiz. Ruiz has agreed to continue the same competitive pricing that has been provided to the City from previous work.

Attached is the Professional Services Agreement (PSA) between the City of Calabasas and Ruiz Concrete and Paving, Inc. The PSA includes the Service Contract outlining the parameters of the services to be provided in a not-to-exceed amount of \$100,000 for a one (1) year term.

**FISCAL IMPACT/SOURCE OF FUNDING:**

There is no fiscal impact.

**REQUESTED ACTION:**

Staff recommends approving a Professional Services Agreement (PSA) with Ruiz Concrete and Paving, Inc. (Ruiz) in the amount of \$100,000 on an as-needed basis for sidewalk and roadway repair, concrete maintenance and other related general maintenance work. The duration of the agreement is for a one-year term.

**ATTACHMENTS:**

Attachment A – Professional Services Agreement with Ruiz Concrete and Paving, Inc.

ITEM 5  
ATTACHMENT A



**PROFESSIONAL SERVICES AGREEMENT**

**CONTRACT SUMMARY**

<b>Name of Contractor:</b>	Ruiz Concrete & Paving, Inc.
<b>City Department in charge of Contract:</b>	Department of Public Works
<b>Contact Person for City Department:</b>	Alba Lemus, Associate Civil Engineer
<b>Period of Performance for Contract:</b>	May 1, 2021 – June 30, 2022
<b>Not to Exceed Amount of Contract:</b>	One Hundred Thousand Dollars (\$100,000)
<b>Scope of Work for Contract:</b>	Emergency Work, New Asphalt Installation, Road Base Installation, Asphalt Overlay, Concrete Work, Roadway Striping, Masonry / Block Work, Manhole Relocation / Adjusting, Utility Adjustment, Catch Basins and other Related Work as needed.

**Insurance Requirements for Contract:**

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

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

yes  no - Is Auto insurance required in this contract?

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

yes  no - Is Professional insurance required in this contract?

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

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

Other:

N/A

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

**PROFESSIONAL SERVICES AGREEMENT**  
**Providing for Payment of Prevailing Wages**  
**(City of Calabasas/ Ruiz Concrete & Paving, Inc.)**

**1. IDENTIFICATION**

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

**2. RECITALS**

- 2.1 City has determined that it requires the following professional services from a consultant: **Emergency Work, New Asphalt Installation, Road Base Installation, Asphalt Overlay, Concrete Work, Roadway Striping, Masonry / Block Work, Manhole Relocation / Adjusting, Utility Adjustment, Catch Basins and other Related Work as needed.**
- 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 **January 20, 2021** 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 **January 20, 2021** fee schedule to City attached hereto and included within Exhibit A and incorporated herein by this reference.
- 3.3 “Commencement Date”: **May 1, 2021.**
- 3.4 “Expiration Date”: **June 30, 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

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

upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement. In no event shall the total compensation and costs payable to Consultant under this Agreement exceed the sum of **One Hundred Thousand Dollars (\$100,000)** unless specifically approved in advance and in writing by City.

- 5.2 Consultant shall perform all work to the highest professional standards of Consultant's profession and in a manner reasonably satisfactory to City. Consultant shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*).
- 5.3 During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement Date if both (i) such work would require Consultant to abstain from a decision under this Agreement pursuant to a conflict of interest statute and (ii) City has not consented in writing to Consultant's performance of such work.
- 5.4 Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. **Aldo B. Ruiz JR.** 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

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

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.

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

**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.

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

- 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

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



Professional Services Agreement  
Providing for Payment of Prevailing Wages  
City of Calabasas//Ruiz Concrete & Paving, Inc.

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.

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

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**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: Alba Lemus, P.E.  
Associate Civil Engineer  
Telephone: (818) 224-1600  
Facsimile: (818) 225-7338

**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

**If to Consultant:**

**Ruiz Concrete & Paving, Inc.**  
1344 Temple Avenue  
Long Beach, CA 90807  
Attn: James Frye, Office Manager  
Telephone: (562) 439-3070  
Facsimile: (562) 434-6350

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

**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

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

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.

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

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

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Professional Services Agreement  
Providing for Payment of Prevailing Wages  
City of Calabasas//Ruiz Concrete & Paving, Inc.

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.

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Professional Services Agreement  
Providing for Payment of Prevailing Wages  
City of Calabasas//Ruiz Concrete & Paving, Inc.

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

“City”  
City of Calabasas

“Consultant”  
Ruiz Concrete & Paving, Inc.

By: \_\_\_\_\_  
James R. Bozajian, Mayor

By: \_\_\_\_\_  
Aldo B. Ruiz JR, CEO/President

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

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

By: \_\_\_\_\_  
Kindon Meik, City Manager

By: \_\_\_\_\_  
James D. Frye, Office Manager

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

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





**Ruiz Concrete and Paving Inc**  
 1344 Temple Ave  
 Long Beach, CA 90807  
 Tel: 562-439-3070 / Fax: 562-434-0350  
 DIR# 1000008325  
**LICENSE #: 966395**

To: **Alba Lemus**  
 100 Civic Center Way, Calabasas, CA 91302  
[alemus@cityofcalabasas.com](mailto:alemus@cityofcalabasas.com)  
[alemus@cityofcalabasas.com](mailto:alemus@cityofcalabasas.com)

Date: 1/20/2021

Proposal # 10114

Work Being Done:

Work Site Address:

Remove and Replace concrete  
 sidewalk and root grinding as needed  
 for City of Calabasas

Prices for Demo and Replace

Num	Description	Unit Price	Qty	Unit	Amount (US\$)
1	Move in cost- each move in	\$3,500.00	0	LS	\$0.00
2	Remove & Replace 4" Sidewalk	\$21.00	0	SF	\$0.00
3	Remove & Replace 4" Driveway	\$24.00	0	SF	\$0.00
4	Remove & Replace 24" Curb & Gutter	\$78.50	0	SF	\$0.00
5	Remove & Replace 4" Asphalt	\$19.75	0	SF	\$0.00
6	Remove & Replace 8" Cross Gutter	\$45.75	0	SF	\$0.00
7	Remove & Replace 8" Spandrel	\$29.00	0	SF	\$0.00
8	Remove & Replace ADA Ramps	\$48.90	0	SF	\$0.00
9	Adjust Manhole Covers	\$1,650.00	0	SF	\$0.00
10	Adjust Water Valve Covers	\$1,450.00	0	SF	\$0.00
11	Remove & Replace 6" Concrete Slab	\$23.00	0	SF	\$0.00
12	Remove & Replace 8" Concrete Slab	\$25.00	0	SF	\$0.00
				Sub-total:	\$0.00

PLEASE GROUP AREAS TOGETHER IF POSSIBLE

**Remaining Balance: \$0.00**

**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)



# Aix Specialty Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AIX SPECIALTY INSURANCE COMPANY  
COMMERCIAL GENERAL LIABILITY POLICY  
ADDITIONAL INSURED ENDORSEMENT  
INCLUDING PRIMARY COVERAGE AND WAIVER OF SUBROGATION

The section of the policy entitled III. - WHO IS AN INSURED is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in a legally enforceable written contract or agreement entered into before your work commenced, that such person or organization be added as an additional insured on your policy. The coverage afforded by this endorsement is only (1) with respect to liability in connection with the original Named Insured's ongoing operations performed for said Additional Insured during the term of this policy, and (2) only if the Additional Insured performs all obligations required under this policy.

The coverage afforded to an Additional Insured is limited to a claim made for a Covered Loss not covered by other insurance available to an Additional Insured, and is limited by the provisions of the Insuring Agreement, Exclusions, Conditions set forth in the policy and all endorsements thereto.

No coverage is afforded under the "products-completed operations hazard" for an Additional Insured pursuant to this endorsement. The coverage afforded to an Additional Insured under this endorsement ends as of the date of completion, abandonment, or termination of the work of the Named Insured at any jobsite, project, or structure. There is no coverage hereunder for any Additional Insured in connection with any claim or suit involving any claim for damage that takes place or is alleged to take place following completion of the Named Insured's work.

The "work" of the Named Insured will be deemed completed as of the date all work, including materials, parts or equipment furnished in connection with such work, on the project or any structure thereon (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 when 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, including another contractor or subcontractor engaged in performing operations as part of the same project, whichever is earlier.

The coverage provided for the Additional Insured is only to the extent that the additional insured is held liable for the negligence or strict liability of the Named Insured, and is only to the extent of and in the proportion Additional Insured is held liable for the negligence or strict liability/conduct/acts of the Named Insured. No coverage is provided for liability based upon the acts, errors or omissions of the Additional Insured.

If expressly required by a written and legally enforceable contract entered into by the Named Insured prior to commencement of work by the Named Insured for the Additional Insured, then the insurance afforded by the policy to the Additional Insured shall be primary insurance, and any insurance or self-insurance maintained by the above Additional Insured shall be excess of the insurance afforded to the Named Insured and shall not contribute to it.

If expressly required by a written and legally enforceable contract entered into by the Named Insured prior to commencement of work by the Named Insured for the Additional Insured, then we waive any right of subrogation we may have against an entity that is an Additional Insured per the terms of this endorsement because of payments we make for injury or damage arising out of "your work" performed under such written and legally enforceable contract with that Additional Insured.

Except as set forth above, all of the terms, conditions and exclusions of the policy apply and remain in effect.

Policy No.: SIZGL0511A236326

Date: 06/20/2020

Time: 12:01 a.m.

AIX Specialty Insurance Company  
3250 Grey Hawk Ct, Ste. Z  
Carlsbad, CA 92010

By:

*Matt Trassberg*  
Authorized Representative





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

---

**DATE:** APRIL 19, 2021

**TO:** HONORABLE MAYOR AND COUNCILMEMBERS

**FROM:** MARTY HALL, ACTING COMMUNITY SERVICES DIRECTOR  
KIMBERLY POST, FACILITY SUPERVISOR

**SUBJECT:** CONSIDER AWARD OF A PROFESSIONAL SERVICES AGREEMENT TO JOHN PAUL THORNTON IN THE AMOUNT OF \$160,000.

**MEETING DATE:** APRIL 28, 2021

---

**SUMMARY RECOMMENDATION:**

It is staff's recommendation to award a three (3) year Professional Services Agreement to John Paul Thornton.

**BACKGROUND:**

For the past 10 years, the City of Calabasas has contracted with John Paul Thornton to present various Art History Lectures for the patrons of our Community and surrounding Cities.

John Paul Thornton's in-person classes held in Founders Hall which accommodates 200 participants, is filled to capacity. Typically, a waitlist is necessary.

Zoom has allowed John Paul the ability to reach households across the nation and internationally! His enrollment has almost doubled reaching 395 participants.

The City receives 30% of the Revenue collected per registration which is a great source of income for the City. In 2020 the City received \$28,702.00 in revenue and currently in 2021 we have received \$12,417.00.

**FISCAL IMPACT/SOURCE OF FUNDING:**

None

**REQUESTED ACTION:**

That the City Council approve a Professional Services Agreement with John Paul Thornton.

**ATTACHMENTS:**

PSA Contract with John Paul Thornton



ITEM 6 ATTACHMENT



CITY of CALABASAS

**PROFESSIONAL SERVICES AGREEMENT**  
*(John Paul Thornton)*

**CONTRACT SUMMARY**

<b>Name of Contractor:</b>	John Paul Thornton
<b>City Department in charge of Contract:</b>	Kimberly Post
<b>Contact Person for City Department:</b>	Kimberly Post
<b>Period of Performance for Contract:</b>	March 15, 2021- December 31, 2024
<b>Not to Exceed Amount of Contract:</b>	\$160,000.00
<b>Scope of Work for Contract:</b>	Teach Senior Classes

**Insurance Requirements for Contract:**

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

If yes, please provide coverage amounts:

yes  no - Is Auto insurance required in this contract?

If yes, please provide coverage amounts:

yes  no - Is Professional insurance required in this contract?

If yes, please provide coverage amounts:

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

If yes, please provide coverage amounts:

Other:

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

**PROFESSIONAL SERVICES AGREEMENT  
FOR INDEPENDENT CONTRACTOR SERVICES**  
(City of Calabasas/ Contract Instructor)

**1. IDENTIFICATION**

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into by and between the City of Calabasas, a California municipal corporation (“City”), and John Paul Thornton (“Contractor”).

**2. RECITALS**

- 2.1 City has determined that it requires the following professional services from a Contractor: Instruct Senior classes offered through the City.
- 2.2 Contractor 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, without the advice, control or supervision of the City. Contractor 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 Contractor agree as follows:

**3. TERM**

The term of this Agreement shall commence at 12:00 a.m. on the Monday, March 15, 2021 and shall expire at 11:59 p.m. on the Friday, December 31, 2024. unless extended by written agreement of the parties or terminated earlier in accordance with Section 12 (“Termination”) below.

**4. CONTRACTOR'S SERVICES AND RESPONSIBILITIES**

- 4.1 Contractor shall provide instruction in Senior Classes
- 4.2 Contractor shall perform all work to the highest professional standards of Contractor's profession and in a manner reasonably satisfactory to City, and Contractor agrees to provide proper direction, supervision and safety measures for the conduct of its activities. Contractor 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.*).

Code Section 81000 *et seq.*).

- 4.3 Contractor represents that it has, or will secure at its own expense, all equipment and personnel required to perform the services. All such services shall be performed by Contractor or under its supervision, and all personnel engaged in the work shall be qualified to perform such services.
- 4.4 To the extent Contractor uses any City facility, Contractor will conduct an inspection of the facility to satisfy his or herself that the facility is free of any defects and safe for the intended use. Having conducted such an inspection, Contractor will take proper care in its use of the facility and shall be responsible for damage caused thereto resulting from improper care or usage.
- 4.5 Contractor will furnish the City's Community Services Department with program content and such descriptive material as may be necessary to publicize the activity.
- 4.6 Contractor may set the program registration fee to be paid by participants, however, Contractor is obligated to set rates that are competitive within the industry and reflect fair market value for such programs and services.
- 4.7 Contractor shall determine reasonable times and days for the scheduling of classes, provided, however, that an appropriate facility is available at such time on such days.
- 4.8 Contractor will submit attendance reports when requested by the City.
- 4.9 In accordance with applicable laws, Contractor has the responsibility to report any suspected child abuse to the Community Services Director as soon as Contractor becomes aware of any suspected abuse. By initialing in the space provided, Contractor acknowledges such responsibility. INITIALS: JPT.
- 4.10 Contractor is aware of and agrees to follow the City's "Satisfaction Guaranteed" policy for all participants in activities.

5. **CITY'S RESPONSIBILITIES**

- 5.1 City will place Contractor's program advertisements in City's brochures and circulars delivered to local residences and businesses.
- 5.2 City will offer use of a facility at which Contractor may conduct its program instruction.
- 5.3 Subject to Section 6.1, City will process participant enrollment, payments, and execution of waivers.

**6. COMPENSATION**

- 6.1 City agrees to compensate Contractor for the services provided under this Agreement, and Contractor agrees to accept in full satisfaction for such services, 70% of program registration fees at the conclusion of the activity, or if Contractor collects fees, Contractor agrees to compensate City 30% of program registration fees at the conclusion of the activity. See 6.2 and 10.2 below.
- 6.2 The City of Calabasas shall withhold an Administrative Fee of **\$3.00** per participant/per class prior to the program registration fee calculation
- 6.3 Contractor shall submit an invoice to the City for payment for services at the conclusion of the activity. Within ten business days of receipt of the invoice, City shall notify Contractor in writing of any disputed amounts included on the invoice. Within thirty calendar days of receipt of each invoice, City shall pay all undisputed amounts included on the invoice. City shall not withhold applicable taxes or other authorized deductions from payments made to Contractor.

**7. RELATIONSHIP OF THE PARTIES**

- 7.1 Contractor enters into this agreement as, and shall continue to be, an independent contractor. Consistent with this, Contractor may represent, perform services for, or be employed by any other additional persons, companies, or agencies as Contractor sees fit. Under no circumstances shall Contractor look to the City as her or her employer, or as a partner, agent, or principal. Neither City nor any of its agents shall have control over the conduct of Contractor or any of Contractor's employees, except as set forth in this Agreement. Contractor shall not represent that it is, or that any of its agents or employees are, in any manner employees of City. Contractor shall not be entitled to any benefits accorded to City's employees, including workers' compensation, disability insurance, vacation, or sick pay. Where applicable, Contractor shall be responsible for providing, at Contractor's expense, and in Contractor's name, disability, workers' compensation, or other insurance as well as licenses and permits usual or necessary for performing the Services.
- 7.2 Contractor shall pay, when and as due, any and all taxes incurred as a result of Contractor's compensation, including estimated taxes and shall provide the City with proof of payment on demand. Contractor indemnifies the City for any claims, losses, costs, fees, liabilities, damages, or injuries suffered by City arising out of Contractor's breach of this section.

**8. CONFIDENTIALITY**

All data, documents, discussion, or other information developed or received by Contractor or provided for performance of this Agreement are deemed confidential and shall not

be disclosed by Contractor 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.

## **9. INDEMNIFICATION**

- 9.1 Contractor, and its employees and partners agree to, and shall, defend, indemnify, protect and hold harmless the City, its elective and appointive boards, officers, officials, employees, agents and volunteers from and against any and all claims, demands, losses, defense costs, fines, penalties, expenses, causes of action and judgments at law or in equity, or liability of any kind or nature, whether known or unknown, (including without limitation, third party claims and reasonable attorneys' fees) which the City, its elective and appointive boards, officers, officials, employees, agents and volunteers may sustain or incur or which may be imposed upon them for injury to or death of persons, or damage to property arising out of or in any way connected to Contractor's performance under the terms of this Agreement, excepting only liability arising out of the sole negligence of the City. Such costs and expenses shall include reasonable attorney fees incurred by counsel of City's choice. Contractor's obligation pursuant to this provision shall survive termination of this Agreement.
- 9.2 City shall have the right to offset against the amount of any compensation due Contractor under this Agreement any amount due City from Contractor as a result of Contractor's failure to pay City promptly any indemnification arising under this section and related to Contractor's failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.

## **10. INSURANCE**

- 10.1.1 Contractor shall, at Contractor's expense, obtain and keep in force during the term of this Agreement commercial general liability insurance, including property damage, against liability for bodily injury, personal injury, death, and damage to property with combined single limit coverage of at least One Million Dollars (\$1,000,000.00) per occurrence and a general aggregate combined single limit of bodily injury and property damage liability of at least One Million Dollars (\$1,000,000.00); that policy shall include contractual liability, insuring Contractor's performance of indemnification obligations contained in this Agreement. The policy of insurance required to be carried by Contractor shall name City and any other parties in interest that City reasonably designates as additional insureds; shall be primary insurance that provides that the insurer shall be liable for the full amount of the loss without the right of contribution from any other insurance coverage of City; shall be in a form satisfactory to City; shall be carried with companies reasonably acceptable to City; shall provide that the

policy shall not be subject to cancellation, lapse, or change, except after at least thirty (30) days' prior written notice to City; and shall not have a deductible in excess of any amount reasonably approved by City.

- 10.1.2 Worker's Compensation insurance as required by the laws of the State of California.
- 10.1.3 Contractor shall also purchase either as an endorsement to the commercial general liability policy or as a separate policy, insurance covering sexual misconduct, abuse and/or molestation. Said insurance shall be an occurrence policy with limits not less than \$250,000.00 per incident, covering claims for abuse, molestation, sexual misconduct, negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature. The city and its officers and employees shall be named as additional insureds under the policy, in a form satisfactory to City. In addition, said insurance shall include an endorsement or provision to directly pay, or reimburse the insured or additional insured for any defense costs incurred in defending an innocent party.

OR

- 10.2 Contractor will purchase commercial general liability insurance, which conforms to the requirements of Section 10.1, from City's insurer. The City will assist Contractor in doing so, including processing necessary paperwork and documents to effectuate the purchase of such insurance. After Contractor is paid in accordance with the terms of Section 6 above, the amount of \$2.00 will be deducted per participant per class for such insurance.

## **11. 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 Contractor's and City's regular business hours; or (ii) on the third business day following deposit in the United States mail if delivered by mail, postage prepaid, to the addresses listed below (or to such other addresses as the parties may, from time to time, designate in writing).

If to City

City of Calabasas  
100 Civic Center Way  
Calabasas, CA 91302  
Attn: Community Services Department  
Calabasas Senior Center  
Telephone: (818) 224-1600  
Facsimile: (818) 591-6707

If to Consultant:

John Paul Thornton  
4712 Louise Ave.  
Encino, CA. 91316  
Telephone: (818) 378-8381

## 12. TERMINATION

- 12.1 City shall have the right to terminate this Agreement for any reason on seven calendar days' written notice to Contractor. Consultant shall have the right to terminate this Agreement for any reason on 60 calendar days' written notice to City. Contractor 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.
- 12.2 If City terminates this Agreement due to no fault or failure of performance by Contractor, then Contractor shall be paid based on the work satisfactorily performed at the time of termination, subject to deductions for insurance in accordance with Section 9.2. In no event shall Contractor be entitled to receive more than the amount that would be paid to Contractor for the full performance of the services required by this Agreement.

## 13. GENERAL PROVISIONS

- 13.1 Contractor 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 Contractor.
- 13.2 In the performance of this Agreement, Contractor shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition.
- 13.3 The waiver by City or Contractor of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. No term, covenant or condition of this

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

- 13.4 In the event legal action shall be necessary to enforce any term, covenant or condition herein contained, the party prevailing in such action, whether reduced to judgment or not, shall be entitled to its reasonable court costs, including accountants' fees, if any, and attorneys' fees expended in such action. The venue for any litigation shall be Los Angeles County, California.
- 13.5 This Agreement shall be governed and construed in accordance with the laws of the State of California.
- 13.6 This instrument contains the entire Agreement between City and Contractor 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 Contractor.



**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 \_\_\_\_\_  
*James Bozajian, City Mayor*

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

By \_\_\_\_\_  
*Kindon Meik, City Manager*

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

By *Marty Hall*  
*Marty Hall, Acting Community Services Director*

Date: *4/19/21*

Attest:

By \_\_\_\_\_

Maricela Hernandez, MMC,  
City Clerk

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

Approved as to form:

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

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

**“Contractor”**  
John Paul Thornton

By: *John Paul Thornton*  
John Paul Thornton

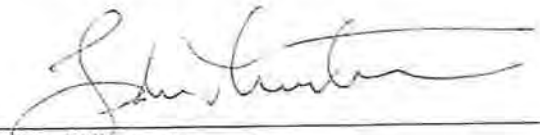
Date: *4-17-2021*

**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: 4-2-2021

By:   
John Paul Thornton

Attest:

By: (Signature)

(Title)



CITY of CALABASAS

AFFIDAVIT OF COMPLIANCE WITH WORKERS' COMPENSATION  
INSURANCE REQUIREMENTS

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

I, the undersigned, do hereby declare that the business has no employees other than myself.

I, the undersigned, also hereby declare that I am aware of the provisions of Section 3700 of the Labor Code which requires 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: 04/03/2021

By:   
Signature

Company: JOHN PAUL THORNTON FINE ART

Title: OWNER

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

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing.

All participants in recreational activities must comply with safety measures outlined in the prevention plan and social distancing must be followed; six feet between all members of the activity when outdoors and twelve feet indoors. A public health officer may inspect a program at any time and act if measures to control infection is insufficient.

Participants taking part in online activities offered by the City agree to abide by the City's safety standards and any other requirements as deemed necessary by City staff. Independent contractors offering online instruction also consent to the City's use of names, photos, likenesses and written feedback in any and all publications, advertising and publicity, and grants permission to be filmed or taped by the City or the news media.

By signing this agreement, I represent that I will adhere to the aforementioned preventive measures according to Los Angeles County and the City of Calabasas. Further, on my behalf, by signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that each instructor may be exposed to or infected by COVID-19 by participating in recreation activities/training and that such exposure or infection may result in personal injury, illness, permanent disability, and death. Further, on my behalf, I hereby release, waive, covenant not to sue, discharge, and hold harmless the City of Calabasas, its employees, agents, and representatives, of and from any such liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. I understand and agree that this release includes any claims based on the actions, omissions, or negligence of the City, its employees, agents, and representatives.

Section 1542 of the Civil Code of the State of California provides as follows:

"A General Release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the Release which if known by him must have materially affected his settlement with the debtor."

I hereby represent that I have read and understand Civil Code Section 1542 and that I hereby waive all present and future rights and benefits under Section 1542 to the extent it would permit claims arising from my participation in recreation activities/training, including without limitation,

any based on facts found to be different from the facts believed to be true at the time this Release and Waiver of Liability was executed.

To the extent that I, individually, or my heirs, guardians, legal representatives or assigns bring a claim of any kind whatsoever against the City of Calabasas, I agree that this Release and Waiver of Liability is to be construed under the laws of the State of California, and that if any portion hereof is held invalid, the balance hereof shall, notwithstanding, continue in full legal force and effect. Any claims or causes of action arising out of or related to participation in recreation activities/training, of which I am voluntarily participating, shall be tried exclusively in the Superior Court of Los Angeles County.



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

---

**DATE:** APRIL 20, 2021

**TO:** HONORABLE MAYOR AND COUNCILMEMBERS

**FROM:** MICHAEL KLEIN, A.I.C.P., SENIOR PLANNER *MAK*

**SUBJECT:** DISCUSSION OF A DRAFT MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF CALABASAS AND CALABASAS CREST LTD, THE OWNERS OF THE CALABASAS VILLAGE MOBILE HOME ESTATES.

**MEETING DATE:** APRIL 28, 2021

---

**SUMMARY RECOMMENDATION:**

Staff recommends that the City Council discuss available options for a draft Memorandum of Understanding (MOU, see attachment A) between the City of Calabasas and Calabasas Crest Ltd.

**BACKGROUND:**

On October 12, 2020, staff provided the City Council with a comprehensive overview of options for rent stabilization ordinances, including options for mobile home parks. Prior to that meeting, Mike Murchison, a representative of Calabasas Crest Ltd, submitted a draft MOU to the City for consideration. Subsequent to receiving the draft MOU, staff provided a copy to the City Manager and the City Council mobile home task force. Staff has participated in meetings with the task force, residents and Calabasas Crest Ltd to discuss the MOU. Now is the appropriate time for the City Council to discuss options for the MOU. Staff and the City Attorney have reviewed, but NOT revised, the proposed MOU, pending further direction from the City Council. The Council's options include: approving the MOU

as proposed by the mobile home park owners; directing staff to negotiate a revised MOU; or taking no further action on any MOU with the mobile home park owners.

## **DISCUSSION:**

An MOU is an agreement negotiated between two parties. In the context of mobile home parks, an MOU may be agreed upon between the property owner and the residents, with the City's assistance and oversight, and may set boundaries on space rent increase and pass through costs. In this particular case, the property owner has proposed an MOU with the City. While an MOU does not have the same legal status as a local rent stabilization ordinance, it is a binding agreement between the City and the property owner and could offer the residents security beyond an executed lease agreement. Example MOUs of both arrangements are provided as attachments b and c to this report. It is important to note that the execution of an MOU does not prevent a future rent stabilization ordinance approved by a future City Council or by initiative. As a result, a rent stabilization ordinance approved by initiative or a future City Council would supersede an executed MOU. The City cannot contract away its legislative power. In other cities, MOUs of this type are, however, used to limit the power of a future Council to enact rent stabilization ordinances in, effectively, political agreements between the park residents, the park owners, and the City. Park owners also sometimes contend that the MOUS create contractual property rights which would be subject to a takings analysis if a later rent stabilization ordinance were to be enacted.

As stated above, the draft MOU was submitted to City on October 12, 2020, by Mike Murchison, a representative of Calabasas Crest Ltd. The MOU was not prepared by staff, nor was staff consulted in preparation of the MOU. Staff and the City Attorney have not revised the proposed MOU either, pending direction from the City Council. After receiving the MOU, staff advised Mr. Murchison that any action regarding the MOU is a policy decision that can only be made by the City Council. As such, the Council has three options:

1. Reject the MOU;
2. Approve the MOU as is; or
3. Approve a modified version of the MOU

If the Council chooses option 3, staff suggests working with Calabasas Crest Ltd and the residents to ensure an MOU that addresses concerns from both parties.

**REQUESTED ACTION:**

Staff recommends that the City Council discuss options for an MOU between the City of Calabasas and Calabasas Crest Ltd.

**ATTACHMENTS:**

- Attachment A: Draft MOU submitted by Calabasas Crest Ltd, updated April 19, 2021
- Attachment B: City of Napa MOU
- Attachment C: City of Rancho Cucamonga MOU
- Attachment D: Calabasas Village HOA review of the draft MOU



**DOWDALL LAW OFFICES**  
A PROFESSIONAL CORPORATION  
ATTORNEYS AT LAW  
284 NORTH GLASSSELL STREET  
FIRST FLOOR  
ORANGE, CALIFORNIA 92866-1409  
WWW.DOWDALLLAW.COM

Area Code 714  
TELEPHONE 532.2222  
FACSIMILE 532.3238

TERRY R. DOWDALL  
*trd@dowdalllaw.com*  
JAN D. BRESLAUER  
*jdb@dowdalllaw.com*

ROBIN G. EIFLER  
*rge@dowdalllaw.com*  
MAUREEN A. HATCHELL LEVINE  
*mahl@dowdalllaw.com*

LANDON J. DIAL  
*Provisionally Licensed*  
*ljd@dowdalllaw.com*

IN REPLY REFER TO:

2581

April 19, 2021

**Via Electronic Mail** *mklein@cityofcalabasas.com*

Michael Klein, AICP  
Senior Planner  
100 Civic Center Way  
Calabasas, CA 91302

**Re: CALABASAS MEMORANDUM OF UNDERSTANDING (PROPOSED)**

Dear Mr. Klein,

Please find enclosed the proposed "Memorandum of Understanding" agendized for consideration on April 28, 2021.

In Calabasas, the one mobilehome park (Calabasas Village) has maintained positive, indeed cordial, relationships with its tenants for decades. One reason why is long-term leases. 90% of all tenants are in agreement with the long-term lease. 90% have signed it. That leaves one out of ten who have declined--but knowing they will be treated the same as lessees nonetheless. This lease is the latest iteration of successful long-term leasing efforts in the park. We build on the successful history of a previous lease which was accepted by virtually all tenants. One must consider this very high degree of harmony and consensus in review of the efforts to acknowledge such good public policy. A 90% acceptance level speaks for itself. 10% of the park may freely decline but enjoy the benefits. Just one out of ten oppose? But 100% of residents benefit, signed or not.

Amid the many economic uncertainties in today's world, secure leasing remains a constant. Long term accords work: lease covenants agreed to and backed up by law. The City would profit by many tranquil decades of fair and balanced understandings. The endorsement of a "memorandum of understanding" reflects a commitment to continue honoring leasing as a superior alternative. Without government assistance, intervention, control or expense of any kind. Such long-term success saves taxpayers virtually millions of dollars for rent commissions, staffing, enforcement, and defense.

DOWDALL LAW OFFICES  
A PROFESSIONAL CORPORATION  
ATTORNEYS AT LAW

Michael Klein, AICP  
Senior Planner  
April 19, 2021  
Page 2

Thank you for your attention to the foregoing. If you have any questions or comments, please feel free to contact the undersigned.

Very Truly Yours,

/s/

For  
DOWDALL LAW OFFICES, A.P.C.

cc: Calabasas Village  
Mike Murchison *mike@murchisonconsulting.net*

## **Memorandum of Understanding**

### **Agreement between the City of Calabasas and Owners of Calabasas Village**

#### **Providing for an Annual Maximum Rent Adjustment**

#### **and Secure Tenancy for Period of Accord**

#### **BE IT RESOLVED,**

*Whereas*, the City, Management and Residents of Calabasas Village have agreed to various programs, principles and guidelines for the mutual benefit of the mobile homeowners and management of Calabasas Village including terms of a long-term lease agreement. The lease agreement reflects a continuing accord to long-term resolution of pricing and rights and entitlements to the security offered by long-term lease covenants, without the reliance upon the resources of local government and taxpayer expense.

*Whereas*, it is in the mutual interest of the stakeholders to work together for advancement of entitlements for all. Fair bargaining and appreciation for the interests of others succeeds in long and stable relationships. Everyone benefits. Costly intervention of government is avoided and unnecessary. Stability is enhanced.

*Whereas*, due to changes in state law embodied in AB 2782, governmental authority to provide leasing price regulations previously authorized since 1986 under state law, has been delegated to the authority of local government, An updated lease has been offered and accepted by Calabasas residents, reflecting the changes required by AB 2782 (i.e., the deletion of references to previously authorized lease exemptions from local controls).

*Whereas*, it is desirable to both management and residents to continue leasing based on the terms and conditions previously which were previously agreed to between management and a committee of the Calabasas Village Home Owners Association (CVHOA).

*Whereas*, it is in the interest of the City to recognize and encourage efforts of its citizens to achieve consensus without imposing new expensive burdens on Calabasas taxpayers.

#### **ACKNOWLEDGMENTS**

Calabasas Village and community residents have enjoyed stable and secure long-term relations embodied in leasing throughout the resident community for more than 30 years.

The terms of a new and restated long-term lease agreement have been reached and the lease has been accepted by 88 percent (88%) of the resident community.

The culmination of a long-term lease agreement reflects the hard work and mutual commitment

of both sides of the “landlord/tenant” relationship. In this instance, the mutual benefits and long term security offered by the lease is recognized and reflects that it is unnecessary and without purpose for any form of superfluous governmental regulation to be asserted amid this well-balanced apportionment of rights and duties between the parties.

This memorandum of understanding (“MOU”) is an official recognition of the hard work and effort put forth by all parties to achieve a mutual long-term coalescence of understanding and to do so without the need, benefit, and cost of government intervention or participation.

It is recognized that the duration of the long term-lease assures an ongoing mutual agreement of terms and conditions which both balances the rights of both parties and offers benefits of the management which neither government may extract nor require of the park owner. One example is the agreed waiver of all reimbursements for capital improvements initiated by the Owner and made within the community, a constitutional right given up as a concession in return for an agreeable rent schedule. To date, Owner has expended over \$5 million for capital improvements for which it didn’t receive, nor did it seek any reimbursement from the residents of Calabasas Village.

Jurisdictions considering a government remedy for increasing mobilehome space rent have opted for a cooperative alternative – model leases negotiated among residents and the park owner.

**Mutual Benefits Secured by Agreement:** By providing protections to Calabasas residents in the form of voluntary price constraints and concessions, there are many advantageous benefits no longer allowable to be provided in accordance with state law. For example, the updated long-term lease understanding deletes legal rights to reimbursement for owner initiated capital improvements (which cannot be required by mandatory regulation or imposition). The Calabasas long-term lease reflects a mutually negotiated balance between the interests of park owners and mobilehome owners. To date, there have been no capital improvements at the Park which have not been Owner initiated.

**Untold Tax Savings:** The cost savings for the city with the recognition of long-term leasing agreed upon as a product of mutual negotiation by the stakeholders results in untold tax savings for the taxpayers of the City of Calabasas. Taxes imposed from the general fund to cover the staffing for rent control regulation, applications, enforcement, registration, enforcement, and defense of the administrative bureaucracy of the rent board results in the saving of millions of dollars. More than this, the quality of life for the stakeholders is dramatically improved when long-term understandings are amiably achieved.

**Long-Term Peace and Security:** The success of the private agreement results in the absence of any fiscal impact upon the taxpayer. The potential for unfortunate and needless legal disputes with and between the stakeholders, but always necessarily entangling city involvement, produces significant deterioration of relationships. More than this, the acrimony and legal disputes increases distrust, fear and anxiety about the future. It results in other psycho-social ramifications which occur when the stability and sanctity of one’s home life are unsettled and disturbed. The use of a mutually beneficial long-term private resolution, like any peace accord,

enhance harmony and avoid local government resources from being wastefully drained.

Model leasing Is a Superior Solution To Housing Pricing: Seeking to avoid these encumbrances while still achieving the goal of stabilized rents, aired as many California jurisdictions have begun looking into model leases as a cooperative alternative to rent stabilization /stabilization.

It is the intent of this Memorandum Of Understanding (MOU) that the parties implement and abide by the terms of the lease agreement attached hereto as Exhibit "A." Calabasas Village management agree to distribute and offer a copy of the MOU to all homeowners and potential homeowners.

The parties intend for this MOU to promote success and stability of management-resident relations and to continue to improve communication and understanding between park residents and management,

*Therefore*, the parties agree:

1. The signatories below agree to the foregoing policies, principles and guidelines for future efforts to promote long time security in manufactured home tenancy in Calabasas Village;
2. The signatories below agree to honor and cooperate in assuring respectful communications with any stakeholder and shall maintain an "open door" policy to discourse, discussion, with good faith efforts to appreciate and understand the interests and position of both sides to the management-resident relationship in Calabasas village,
3. The park owners also recognize that there are residents whose incomes have not kept pace with rising living costs and that these residents need assistance from private and governmental sources to remain in their homes. Calabasas Village agrees to continue providing subsidy contributions in the form and manner previously requested by the city of Calabasas. To date Calabasas Village has contributed \$424,598.00 to the City of Mobilehome Rent Subsidy program.
4. Guidelines for rent adjustments, park maintenance and capital improvements: Calabasas management has waived the right to reimbursement for Owner initiated capital improvements under the terms of the long term lease as restated. Space rent adjustments should be fixed based upon the terms of the lease attached as Exhibit "A."
5. Each year, or more, Calabasas Village management should communicate with the Residents Committee regarding any plans for park maintenance, repair, or capital improvements.

**BE IT RESOLVED** that the City Council of the City of Calabasas, with due consideration for rights of mobilehome park residents and park owners and in recognition of the intent of these parties to work together to implement innovative and exemplary leasing to improve the quality of life in the mobilehome park within the City of Calabasas, acknowledges the recitals and recitations set forth In This "Memorandum of Understanding."

The Council of the City of Calabasas endorses and encourages all stakeholders to continue their good faith efforts to maintain long-term, secure, and positive relationships with each other and with the city. Accordingly, the City Council determines that the mutually negotiated long-term lease agreement constitutes necessary and sufficient safeguards against the imposition of any unfair, exploitive, or unreasonable terms and conditions upon mobilehome tenancy. It is the commitment of the city of Calabasas therefore, that Calabasas Village shall not be subject to government intervention in the form of regulation or control of pricing. Accordingly, there will not be impact upon taxpayers, fiscal consequences, or imposition of revenue losses which would result from unnecessary regulation and bureaucratic interference with the negotiated terms of the understandings and agreements of the stakeholders.

\* \* \*

The city clerk shall certify to the passage of this resolution and cause the same to be published in a daily newspaper printed and published in the City of Calabasas.

I hereby certify that the foregoing resolution was passed by the City Council of the City of Calabasas at its meeting of \_\_\_\_, 2021.

City Clerk

\_\_\_\_\_

(Deputy)

Approved: \_\_\_\_\_, 20\_\_

Approved as to form and legality,

\_\_\_\_\_  
City attorney

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

## Item 7 Attachment B

**[3rd draft/Revised 1.30.95]**  
**Memorandum of Understanding**  
**between**  
**City of Napa Mobilehome Owner's Association**  
**& City of Napa Mobilehome Park Owner's Association\***

Napa Mobilehome Owner's Association and Napa Mobilehome Park Owner's Association have agreed to various programs, principles and guidelines for the mutual benefit of the mobilehome owners and the park owners in the City of Napa.

The parties recognize that each of the mobilehome parks within the City of Napa and the mobilehome owners living in each park are unique and have different goals, requirements and concerns, and the principles and guidelines set forth below must be interpreted in a flexible, but judicious manner. It is the intent of this Memorandum Of Understanding (MOU) that the parties implement and abide by the programs, principles and guidelines set forth below to the greatest possible extent and that they do so in good faith. The parkowners agree to distribute a copy of the MOU to all homeowners and potential homeowners.

The parties intend for this MOU to promote success and stability of the parks and to improve communication and understanding between park residents and park owners and to provide a low cost and effective way to resolve disputes which could arise between park residents and park owners.

The signatories below agree to the following programs, principles and guidelines:

1. Provide a mechanism to continue NCRIMS' mediation: The parties agree that NCRIMS' mediation services should remain available to the parties to help resolve any future problems that may arise in the parks. Recognizing that funding of this valuable service can be a burden to the City, the park owners agree to pay their fair share of the NCRIMS' budget related to mobilehome park mediation services.
2. Provide a Program to assist Residents in need: The park owners also recognize that there are residents whose incomes have not kept pace with rising living costs and that these residents need assistance from private and governmental sources to remain in their homes. The park owners agree to offer to implement a private rent subsidy program which would follow the provisions of the Residency Preservation Program already in effect at the Napa Valley Mobile Home Park [Format is available through the park management office or NCRIMS].

\* City of Napa Mobilehome Park Owner's Association does not include Miller & Pueblo Trailer Parks at this time

3. Guidelines for Rent Adjustments, Park Maintenance and Capital Improvements:

Space rent adjustments should be reasonable and should follow these guidelines:

a. Park owners are encouraged to break out from the base rent on the space; the costs for the utilities supplied to each space (gas, electric, sewer, water, cable television etc.) in the manner provided by law. These costs should not be compounded when a percentage base rent increase occurs and should be billed as a separate item. Any future increase included in utility costs should be paid by the homeowner.

b. Annual increases in base rent shall be limited to the San Francisco/Oakland Consumer Price Index ("CPI") plus 1% with a base of 3% and a cap of 7%.

c. At least once each year, the park owner should communicate with the residents regarding the park owner's plans for park maintenance, repair, or capital improvements. Additional rent adjustments would be appropriate in the event that a park owner experiences extraordinary capital improvement or replacement costs. Any such rent adjustments would be preceded by communication between the park owner and the residents and would be supported by documentation evidencing the actual cost of the extraordinary capital improvement or replacement cost. It is understood that normal on-going repair and maintenance costs should not be considered to be capital improvement or replacement costs. It is also understood that, if a park owner wishes to adjust rents on account of the addition of a totally new capital improvement which did not previously exist, then the park owner should obtain the consent of a majority of the residents before such rent adjustment is implemented. Appropriate costs would be amortized over the useful life of the capital expenditure and the rent increases and termination date would be separately stated on the resident's rent statement.

d. Additional rent adjustments would be appropriate in the event that the park owner experienced extraordinary cost increases. Any such rent adjustments would be preceded by communication between the park owner and the residents and would be supported by documentation evidencing the actual cost of the extraordinary cost increase.

e. Vacancy Control: There will be no increase in rent upon sale of a mobilehome.

4. Provide Options for Residents who must leave the Park environment and are having difficulties selling their mobilehome due to Hardship Circumstances: Park owners recognize that from time-to-time individual residents may have difficulty selling a mobilehome because of market conditions or because of personal hardships. Under these "hardship" circumstances, the parties agree that it would be desirable to offer the alternative of subletting the mobilehome for a reasonable period of time. The subletting would be carefully controlled through appropriate procedures so as not to affect adversely the other residents of the parks or the prudent operation of the parks by the park owners. [Format is available through the park management office or NCRIMS]



5. Review of MOU by NCRIMS: The effectiveness of this MOU will be reviewed by NCRIMS six months from its effective date. NCRIMS will conduct such review in the manner it deems reasonably appropriate and will report its findings in writing to the Napa City Council. Thereafter, NCRIMS will review this MOU on an annual basis or such period as may be subsequently agreed to in writing by the parties.

6. Meetings between the Parties: The parties shall appoint certain representatives and those representatives shall meet within six months from the effective date of this MOU to discuss any matters of mutual concern regarding the MOU or mobilehome park issues in general. Thereafter, the representatives shall meet annually, or at whatever mutually agreed upon interval.

7. Joint Resolution to City of Napa to Control Cost Increases Affecting the Parks and Residents: As soon as practical after the execution of this MOU, the parties will send a Joint Resolution the Napa City Council. [See Attachment C]

It is understood that this MOU does not apply to mobilehome spaces which would be exempt from local rent control; the rental of recreational vehicle spaces; and the rental of mobilehomes located within the parks.

**Joint Resolution to City of Napa to Control Cost Increases Affecting the Parks and the Residents:** As soon as practical after the execution of this MOU, the parties will prepare and send forthwith to the City Council of the City of Napa a Joint Resolution similar to the following:

"RESOLVED that the Napa Mobilehome Owners' Association and the Napa Park Owners' Association hereby request that the Honorable City Council of the City of Napa, with due consideration for rights of mobilehome park residents and park owners and in recognition of the intent of these parties to work together to implement innovative and model programs to improve the quality of life in the mobilehome parks within the City of Napa, take all reasonable action, regarding matters over which the City Council exercises jurisdiction or influence, to prevent mobilehome park owners or residents from being subjected to cost increases (e.g., for utilities, taxes, assessments, fees, City or government services, etc.) in excess of the increase in the Consumer Price Index-All Urban Consumers for the San Francisco/Oakland area."

The parties whose signatures appear below agree to this MOU in principle and recognize that the principles of this agreement are to be followed in a just and prudent manner. Furthermore, it is recognized by all parties that the terms of this agreement are non-binding, and therefore either the City of Napa Mobilehome Owners Association or the City of Napa Mobilehome Park Owner's Association may petition NCRIMS or the Napa City Council for a review of the abovementioned points.

George Altamura  
George Altamura  
Valley Mobile Home Park

Jack Newell, Sr.  
Jack Newell, Sr.  
Newell's Mobile City

Ed Diggs, Jr.  
Ed Diggs, Jr.  
Rexford Mobile Estates

Jean W. Phillips  
Jean Phillips  
President/CNMOA

Bob Carner  
Bob Carner  
Vice President/CNMOA

Mary Richards  
Mary Richards  
Secretary/CNMOA

Wayne Fritsch  
Wayne Fritsch  
Oaktree Vineyard

Mervin Sampson  
Mervin Sampson  
Laguna Village

Rick Garibaldi  
Rick Garibaldi  
Napa Valley Mayor

R.M. "Bud" Schroeder  
R.M. "Bud" Schroeder  
Member-at-Large/CNMOA

Reed Harris  
Reed Harris  
Grandview Mobile Home Park

Bill Schweinfurth  
Bill Schweinfurth  
Napa Valley Mobile Home Park

Forrest Hochbach  
Forrest Hochbach  
Vice President/CNMOA

Vio Smith  
Vio Smith  
Valley Estates

Jack Newell, Jr.  
Jack Newell, Jr.  
Salvador Mobile Estates

Lorraine J. Wiggins  
Lorraine Wiggins  
Treasurer/CNMOA

Jo Ann Duesenbark  
Jo Ann Duesenbark  
Napa City Council Liaison

Ellie Hubbard  
Ellie Hubbard  
Executive Director/NCRIMS

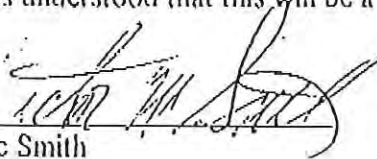
Louise Kraus  
Louise Kraus  
Mediator/NCRIMS

Addendum 2.14.95 to  
[3rd draft/Revised 1.30.95]  
Memorandum of Understanding  
between  
City of Napa Mobilehome Owner's Association  
& City of Napa Mobilehome Park Owner's Association

Because of historical factors, if there is a resale of any of the following nineteen (19) mobilehomes at Valley Estates, there will be an increase of thirty-five dollars (\$35.00):

73	78	106	218
74	83	203	223
75	85	205	224
76	101	211	338
77	103	213	

It is understood that this will be a one time only increase.

  
Vic Smith

The parties whose signatures appear below agree to this MOU in principle and recognize that the principles of this agreement are to be followed in a just and prudent manner. Furthermore, it is recognized by all parties that the terms of this agreement are non-binding, and therefore either the City of Napa Mobilehome Owners Association or the City of Napa Mobilehome Park Owner's Association may petition NCRIMS or the Napa City Council for a review of the abovementioned points.

George Altamura  
George Altamura  
Valley Mobile Home Park

Jack Newell, Sr.  
Jack Newell, Sr.  
Howell's Mobile City

Ed Higgs, Jr.  
Ed Higgs, Jr.  
Rexford Mobile Estates

Jean Tu Phillips  
Jean Phillips  
President/CHMOA

Bob Carner  
Bob Carner  
Vice President/CHMOA

Mary Richards  
Mary Richards  
Secretary/CHMOA

Wayne Friesel  
Wayne Friesel  
Oaktree Vineyard

Marta Szepson  
Marta Szepson  
L. Sista Villa

Rick Garibaldi  
Rick Garibaldi  
Napa Valley Manor

R.M. (Bud) Schroeder  
R.M. "Bud" Schroeder  
Member-at-Large/CHMOA

Reed Hazels  
Reed Hazels  
Grandview Mobile Home Park

Bill Schweinfurth  
Bill Schweinfurth  
Napa Valley Mobile Home Park

Forrest Hohnbach  
Forrest Hohnbach  
Vice President/CHMOA

Vic Smith  
Vic Smith  
Valley Estates

Jack Newell, Jr.  
Jack Newell, Jr.  
Salvador Mobile Estates

Lorraine J. Wiggins  
Lorraine Wiggins  
Treasurer/CHMOA

John Dusenbark  
John Dusenbark  
Napa City Council Liaison

Ellie Hubbard  
Ellie Hubbard  
Executive Director/NCRIMS

Louise Kraus  
Louise Kraus  
Mediator/NCRIMS

SALVADOR  
MOBILE  
ESTATES

4421 SOLANO AVENUE NAPA, CALIFORNIA 94558 (707) 255-1155

March 30, 1995

Dear Residents:


In February 1995, our Park signed the Napa Memorandum of Understanding which is an agreement between the Napa Mobilehome Owners' Association and the Napa Park Owners' Association. The purpose of the Agreement is to improve communication and harmony within the mobilehome parks within the City of Napa. Please find attached a copy of the Memorandum of Understanding.

We would like to explain two of the programs which the park will now offer as a result of the Memorandum. The first being the Rent Subsidy Program. This program is intended to keep rents stable for long-time residents living in the Park who may have a very low income. Generally a very low-income is defined as monthly income less than \$1388 per month for a one-person household or \$1588 for a two-person household. The other program that the park is now offering is intended to help residents who are having difficulty selling their homes or who must leave the Park for a lengthy period of time and who would have a difficult time paying their space rent while they are absent. To help these residents with their hardship, the Park may allow those residents to "sublet" their homes. This would be only allowed under certain conditions, and with management's approval. We have attached with this letter, "Information and Procedures" notices, to help inform you of the terms and conditions of both of these programs. If you need any help in answering any questions you might have about either of these programs, please feel free to contact our Park's office.

Salvador Mobile Estates is proud to be a part of the Memorandum of Understanding and we hope that the programs described above will be of benefit to residents who may be experiencing financial hardship.

Also feel free to contact Ms. Elle Hubbard, Executive Director for Napa County Rental Information and Mediation Services, at (707) 253-2700, for any questions you may have.

Sincerely,

  
Jack H. Newell, Jr.

[3rd draft/Revised 1.30.95]  
Memorandum of Understanding  
between  
City of Napa Mobilehome Owner's Association  
& City of Napa Mobilehome Park Owner's Association\*

Napa Mobilehome Owner's Association and Napa Mobilehome Park Owner's Association have agreed to various programs, principles and guidelines for the mutual benefit of the mobilehome owners and the park owners in the City of Napa.

The parties recognize that each of the mobilehome parks within the City of Napa and the mobilehome owners living in each park are unique and have different goals, requirements and concerns, and the principles and guidelines set forth below must be interpreted in a flexible, but judicious manner. It is the intent of this Memorandum Of Understanding (MOU) that the parties implement and abide by the programs, principles and guidelines set forth below to the greatest possible extent and that they do so in good faith. The parkowners agree to distribute a copy of the MOU to all homeowners and potential homeowners.

The parties intend for this MOU to promote success and stability of the parks and to improve communication and understanding between park residents and park owners and to provide a low cost and effective way to resolve disputes which could arise between park residents and park owners.

The signatories below agree to the following programs, principles and guidelines:

1. Provide a mechanism to continue NCRIMS' mediation: The parties agree that NCRIMS' mediation services should remain available to the parties to help resolve any future problems that may arise in the parks. Recognizing that funding of this valuable service can be a burden to the City, the park owners agree to pay their fair share of the NCRIMS' budget related to mobilehome park mediation services.
2. Provide a Program to assist Residents in need: The park owners also recognize that there are residents whose incomes have not kept pace with rising living costs and that these residents need assistance from private and governmental sources to remain in their homes. The park owners agree to offer to implement a private rent subsidy program which would follow the provisions of the Residency Preservation Program already in effect at the Napa Valley Mobile Home Park [Format is available through the park management office or NCRIMS].

\*City of Napa Mobilehome Park Owner's Association does not include Miller & Pueblo Trailer Parks at this time.

[3rd draft/Revised 1.30.95]

Memorandum of Understanding

between City of Napa Mobilehome Owner's Association  
& City of Napa Park Owner's Association

Page Two

3. Guidelines for Rent Adjustments, Park Maintenance and Capital Improvements:  
Space rent adjustments should be reasonable and should follow these guidelines:

a. Park owners are encouraged to break out from the base rent on the space; the costs for the utilities supplied to each space (gas, electric, sewer, water, cable television etc.) in the manner provided by law. These costs should not be compounded when a percentage base rent increase occurs and should be billed as a separate item. Any future increase included in utility costs should be paid by the homeowner.

b. Annual increases in base rent shall be limited to the San Francisco/Oakland Consumer Price Index ("CPI") plus 1% with a base of 3% and a cap of 7%.

c. At least once each year, the park owner should communicate with the residents regarding the park owner's plans for park maintenance, repair, or capital improvements. Additional rent adjustments would be appropriate in the event that a park owner experiences extraordinary capital improvement or replacement costs. Any such rent adjustments would be preceded by communication between the park owner and the residents and would be supported by documentation evidencing the actual cost of the extraordinary capital improvement or replacement cost. It is understood that normal on-going repair and maintenance costs should not be considered to be capital improvement or replacement costs. It is also understood that, if a park owner wishes to adjust rents on account of the addition of a totally new capital improvement which did not previously exist, then the park owner should obtain the consent of a majority of the residents before such rent adjustment is implemented. Appropriate costs would be amortized over the useful life of the capital expenditure and the rent increases and termination date would be separately stated on the resident's rent statement.

d. Additional rent adjustments would be appropriate in the event that the park owner experienced extraordinary cost increases. Any such rent adjustments would be preceded by communication between the park owner and the residents and would be supported by documentation evidencing the actual cost of the extraordinary cost increase.

e. Vacancy Control: There will be no increase in rent upon sale of a mobilehome.

4. Provide Options for Residents who must leave the Park environment and are having difficulties selling their mobilehome due to Hardship Circumstances: Park owners recognize that from time-to-time individual residents may have difficulty selling a mobilehome because of market conditions or because of personal hardships. Under these "hardship" circumstances, the parties agree that it would be desirable to offer the alternative of subletting the mobilehome for a reasonable period of time. The subletting would be carefully controlled through appropriate procedures so as not to affect adversely the other residents of the parks or the prudent operation of the parks by the park owners. [Format is available through the park management office or NCRIMS]



1

Joint Resolution to the City of Napa  
Requesting the Control of Cost Increases Affecting Mobilehome Parks & Residents

BE IT RESOLVED that the Napa Mobilehome Owner's Association and the Napa Park Owners' Association hereby request that the Honorable City Council of the City of Napa, with due consideration for rights of mobilehome park residents and park owners and in recognition of the intent of these parties to work together to implement innovative and model programs to improve the quality of life in the mobilehome parks within the City of Napa, take all reasonable action, regarding matters over which the City Council exercises jurisdiction or influence, to prevent mobilehome park owners or residents from being subjected to cost increases (e.g., for utilities, taxes, assessments, fees, City or government services, etc.) in excess of the increase in the Consumer Price Index-All Urban Consumers for the San Francisco/Oakland area.

AMENDED AND RESTATED AGREEMENT BETWEEN THE CITY OF  
RANCHO CUCAMONGA AND OWNERS OF CERTAIN MOBILE HOME  
PARKS WITHIN RANCHO CUCAMONGA PROVIDING FOR AN  
ANNUAL MAXIMUM RENT ADJUSTMENT

This Amended and Restated Agreement ("Agreement"), which shall be known as "The Mobile Home Park Accord" or "Accord" is made and entered into by and between the City of Rancho Cucamonga, California, a municipal corporation (hereinafter referred to as "City"), and the owners of certain mobile home parks in the City of Rancho Cucamonga, California (hereinafter collectively and individually referred to as "Owner"), and is effective as of this 16th day of December, 2015; and provides as follows:

**RECITALS**

WHEREAS, there exists within the City and the surrounding areas a serious shortage of mobile home rental spaces, which has resulted in low vacancy rates and potential for rising space rents; and

WHEREAS, because of the high cost of moving mobile homes, the potential for damage resulting therefrom, the requirements relating to the installation of mobile homes, including permits, landscaping and site preparation, the lack of alternative home sites for mobile home residences and the substantial investment of mobile home owners in such homes, there exists a shortage of mobile home park spaces; and

WHEREAS, it is necessary to protect the residents of mobile homes from unreasonable space rent increases, while at the same time recognizing the need for mobile home park owners to receive a just and reasonable income sufficient to cover the costs of repairs, maintenance, insurance, employee services, additional amenities and other operations, as well as a just and reasonable return on investment; and

WHEREAS, it is commonly known that, after initial installation, virtually all mobile homes are never thereafter moved and when a resident decides to move, the mobile home is commonly sold in place and if rents are below free-market levels, the possibility exists that a portion of the mobile home space value might be transferred upon such sale unless rents are allowed to rise upon such sale to levels which are closer to or at free-market levels; and

WHEREAS, decisions of a rent stabilization board or similar decision-making body may not necessarily fulfill the intent of protecting mobile home residents from unreasonable space rent increases, nor do such decisions always provide an owner with the opportunity for a just and reasonable income sufficient to operate a mobile home park, and to gain a fair and reasonable return on investment; and

WHEREAS, concerns among residents and owners of mobile home parks over rent increases and other park-related situations can often best be resolved between the two parties to negotiate in good faith and reach agreement; and

WHEREAS, it is the intent of this Mobile Home Accord to protect mobile home park residents from unreasonable space rent adjustments and mobile home park owners from infringement upon property rights; and

WHEREAS, the City Council has adopted Resolution No. 332 which creates a residence committee in each of the eight mobile home parks, and which authorizes the Mayor to execute this Agreement on behalf of the City; and

WHEREAS, by mutual agreement, a mobile home accord between the City and Owner has been in existence from January 1, 1985 to the effective date of this Agreement and said accord has fulfilled its purpose by stabilizing rents during the period 1985 through 2015 and of generally improving relations between residents and owners within the City.

NOW, THEREFORE, the parties agree as follows:

1. **Recitals.** The above recitals are incorporated in this Agreement.
2. **Consideration.** In consideration of Owner entering into this Agreement, and Owner keeping and performing all of the terms, covenants and conditions to be kept and performed by Owner, City agrees that during the term of this Agreement, provided Owner is not in breach of this Agreement, the City Council of City shall not enact any ordinance, resolution, or other regulation which imposes restrictions upon or otherwise controls Owner's increase or decrease of mobile home space rents.
3. **Definitions.** For purposes of this Agreement, the following words and phrases shall have the meanings hereinafter stated:
  - A. "Annual Rent Adjustment" shall mean the rent adjustment made to the Base Rent not more frequently than once every 365 days.
  - B. "Base Rent" shall be that rent charged by a Mobile Home Park as of December 31, 2015, and recalculated thereafter each year according to any increase only for changes in the Consumer Price Index and shall not include any additional increases other than CPI except as provided in paragraph 8 hereof and as otherwise specifically provided for herein.
  - C. "Capital Project" shall mean a project which includes the construction of (i) new improvements mandated by a public entity for health or safety purposes, or (ii) the replacement of old improvements in a mobile home park, including, but not limited to, construction, installation or replacement of a clubhouse or portions thereof, common area facilities, swimming pool, sauna or hot tub, or other recreational amenities, streets and driveways, security gates, outdoor or common area lighting, retaining walls, sewer, electrical, plumbing, water, or television reception systems, sprinkler systems, or any similar improvement. Capital projects are improvements defined herein which have a life expectancy of five (5) years or more, which are treated as Capital Improvements for Federal and State income tax purposes, which may not be deducted for such tax purposes as expenses and which have a minimum value of at least ten thousand dollars (\$10,000) for each project. Capital Projects do not include normal repairs or maintenance or insured repairs or replacements. Further, Capital Projects do not include

improvements required due to Owner's failure to provide reasonable and sound maintenance of a facility or facilities.

D. "Consumer Price Index" (CPI) shall mean the Consumer Price Index for Urban Consumers (CPI-U) as published for the Los Angeles-Anaheim-Riverside area by the U.S. Department of Labor, Bureau of Labor Statistics.

E. "Mobile Home" shall mean a structure designed for human habitation and for being moved on a street or highway under permit pursuant to Section 35790 of the California Vehicle Code. Mobile home includes a manufactured home, as defined in Section 18007 of the Health and Safety Code, and a mobilehome, as defined in Section 18008 of the California Health and Safety Code, but does not include a recreational vehicle, as defined in Section 799.24 of the California Civil Code and Section 18010 of the California Health and Safety Code or a commercial modular or commercial coach as defined in Section 18001.8 of the California Health and Safety Code.

F. "Mobile Home Park" shall mean any area of land within the City where two or more mobile home spaces are rented, or held out for rent, to accommodate mobile homes used for human habitation, which is subject to the terms and provisions of this Agreement, including a mobilehome park, as defined in Section 798.4 of the California Civil Code, a manufactured housing community as defined in Section 18210.7 of the Health and Safety Code, or as "mobilehome park" is otherwise defined by state law.

G. "Mobile Home Space" shall mean the site within a mobile home park intended, designed, or used for the location or accommodation of a mobile home and any accessory structures or appurtenances attached thereto or used in conjunction therewith, which is subject to the terms and provisions of this Agreement.

H. "Owner" shall include the owner or operator of a mobile home park or an agent or representative authorized to act on said owner's or operator's behalf in connection with the maintenance or operation of that park.

I. "Rent" shall mean the money paid in consideration of the use and occupancy of a mobile home space, including services, amenities, and benefits in connection therewith.

J. "Resident" shall mean any person entitled to occupy a mobile home dwelling unit pursuant to ownership thereof or rental or lease arrangement with the owner of the subject dwelling unit, or as authorized pursuant to the Mobile Home Residency Law.

K. "Resident Committee" shall mean that five-member committee for each mobile home park established by resolution of the City Council.

L. "Voluntary Vacancy" shall mean any one of the following: a sale or resale of a mobile home to a new resident(s); a removal of the mobile home from the space; or a termination of tenancy pursuant to the Mobile Home Residency Law. A sale, resale or transfer of interest between members of the same immediate family (defined as the homeowner's legal spouse, the homeowner's legal parents or the homeowner's legal children) shall not constitute a voluntary vacancy under this provision.

4. **Term.** The term of this Agreement shall be deemed to have commenced on February 6, 2016 and shall end at 11:59 p.m. on February 5, 2026.

5. **Applicability.**

A. The provisions of this Agreement shall apply to all Mobile Home Parks and all Mobile Home Spaces owned by Owner within the City, except as provided in subparagraph B.

B. This Agreement shall not apply to Mobile Home Spaces covered by leases at the effective date of this Agreement, which provided for more than month-to-month tenancy, but only for the duration of any such lease. Upon the expiration or other termination of any such lease, all provisions of this Agreement shall immediately be applicable to the Mobile Home Space, unless and until such space is again leased for more than a month-to-month tenancy.

C. None of the provisions of this Agreement shall preclude a Resident from entering into a written lease with and the Owner for more than a month-to-month tenancy.

D. Owner shall inform any prospective Resident of the applicability of this Agreement to the prospective Mobile Home Space and shall supply a copy of this Agreement to such prospective Resident prior to executing a written lease with such prospective Resident. At the time a Lease is executed with an Owner, the Resident shall sign an acknowledgement, which will be retained by the Owner, which states the Accord was offered but was declined by the Resident.

E. This Agreement shall not be effective for any purpose until it has been executed by duly authorized representatives of the Owners of all Mobile Home Parks which are situated in the City as of March 4, 1992 other than The Groves Mobile Home Park (formerly known as Foothill Mobile Manor).

F. Nothing in this Agreement shall be deemed to impose any obligation upon any owner with respect to a Mobile Home Park not subject to such Owner's control.

6. **Mobile Home Park Registration.** Within sixty (60) days of written notice by the City Manager or his designee, Owner shall be required to file with the City Manager or his designee a Rent Registration Statement for each Mobile Home Space affected by this Agreement. The City Manager or his designee shall devise such registration forms so as to call for information reasonably necessary to carry out the purposes and policies of this Agreement, and shall mail such forms to Owner in sufficient time as to allow Owner to file its/their Registration Statements. The Rent Registration Statement shall be made part of this Agreement upon its filing.

7. **Rent Adjustment.**

A. At least ninety (90) days prior to the effective date of a rental adjustment, Owner shall serve all affected Residents, either personally or by mail, with notice of the proposed adjustment in accordance with state law. Within five (5) days prior to any notice to Residents of a rent adjustment, Owner shall provide the City Manager or his designee with the following information:

- (1) The effective date of the noticed adjustment;
- (2) Identification of the Mobile Home Spaces affected;
- (3) The amount of the Rent prior to the effective date of the notice for each of those Mobile Home Spaces;
- (4) The amount of the increase (in dollars) for each of those Mobile Home Spaces and the basis for the increase with supporting data and calculations;
- (5) The identity of spaces under lease.

B. No adjustment to the Base Rent for a Mobile Home Space shall be noticed or permitted or enforced more frequently than once every 365 days, except as provided in paragraph 8 hereof.

C. Maximum Allowable Adjustment to Rent.:

(1) Owner shall be permitted to increase rent as to a Mobile Home Space in excess of that which was lawfully charged during the previous year based upon all or any of the following bases:

(a) Once each calendar year, Owner may adjust the Base Rent in an amount not to exceed that amount derived by multiplying said Base Rent by one hundred percent (100%) of the change of the CPI, as defined herein and as established by the City Manager. Said increase shall not be less than three percent (3%) of said Base Rent nor greater than nine percent (9%) hereof.

(b) Owner may be granted an increase in Rent spread across all Mobile Home Spaces in the Mobile Home Park on a pro rata basis in the event of an increase in the taxes (except any increase in property taxes due to a change in ownership), assessments, or levies imposed upon the Mobile Home Park by local, state or federal government agencies. Owner shall so decrease Rent in said manner in the event of a decrease in such costs to Owner. Any such increase may be made and any such decrease shall be made at the time when Owner incurs the same subject to notice requirements applicable thereto.

(c) Owner may be granted an increase in Rent in the event of an increase in the amount charged to Owner for refuse collection, sewer, water, electric, gas and other public utility services. Owner may be granted said increase only for that increased amount charged which is greater than the charge effective as of the conclusion of the previous calendar year multiplied by the percentage adjustment to the Base Rent last calculated and allowed pursuant to subparagraph 7(C)(1)(a) hereof. Any such increase shall be spread across all Mobile Home Spaces in the Mobile Home Park on a pro rata basis. Owner shall decrease Rent in an amount equivalent to the total decrease in such costs. Such decrease shall be spread across all Mobile Home Spaces in the Mobile Home Park on a pro rata basis. Any such increase may be made and any such decrease shall be at the time when Owner incurs the same subject to notice requirements applicable thereto. The amount adjusted for refuse collection for each space within a Mobile Home Park shall not be greater than any adjustment for refuse collection made to

residential units within the City. Documentation substantiating any such additional increase or decrease must be submitted to the City at least five (5) days before notice of such is made to any park resident.

(d) Owner may be granted an increase in Rent spread across all Mobile Home Spaces in the Mobile Home Park on a pro rata basis in the event a Capital Project, as defined herein, is made within the Mobile Home Park. The amount allowed as increased Rent shall be equal to fifty percent (50%) of the costs of the Capital Project, including design, permits, construction and financing costs. The increase in Rent may be made at the time when the Capital Project is completed as determined by final inspection of all governmental entities, if any, having jurisdiction over the Capital Project, subject to notice requirements applicable thereto. Said increase in Rent shall be evenly spread over a period of time equivalent to either the Internal Revenue Service amortization period applicable to the Capital Improvement or a shorter period agreed to by Owner and the Resident Committee in the subject Mobile Home Park.

In the event the Resident Committee asserts that no Rent increase based on the Capital Project should occur because the need for the same assertedly was generated by Owner's failure to provide reasonable and normal maintenance of a facility or facilities and Owner disputes said assertion, the dispute shall be submitted to binding arbitration pursuant to the applicable procedures of the American Arbitration Association. The determination made pursuant to such arbitration shall be binding, final and enforceable in the same manner as a final judgment of a court of law. The costs of such arbitration shall be shared equally by the Owner and the Residents.

Notwithstanding anything to the contrary stated herein, Owner and the residents of a Mobile Home Park, by and through the Resident Committee, may enter into a written amendment(s) to this Agreement providing for Owner installing a new amenity in such park in consideration of Owner being enabled to recover all or a portion of the costs thereof by way of increases to Rent charged pro rata to all Mobile Home Spaces within such park.

Owner and the Residents of a Mobile Home Park, by and through the Resident Committee, shall in good faith negotiate the sharing of costs of repairing or replacing facilities incurred due to any acts of God.

(2) Annually, beginning on the effective date of this Agreement, the City Manager or his designee shall determine the percentage change in the Consumer Price Index which shall be used to calculate rent adjustments allowed for all applicable Mobile Home Spaces. Said percentage CPI shall be calculated by dividing the sum of all monthly CPI percentage changes during the previous year by twelve, beginning with CPI released in the previous to the current year and ending with the CPI released in November of the immediately previous year. The City Manager or his designee, upon request, shall notify an Owner of such allowable Consumer Price Index.

D. In the event an Owner attempts to increase without complying with the provisions of this Agreement, such an increase shall be deemed null and void, and Residents shall not be required to pay such increase.

E. In the event the park Resident Committee questions the validity of a request to increase or decrease Rent, said committee may request City to review said request. Owner agrees to meet with City and Resident Committee, and shall provide documentation explaining the validity of any such request as provided herein. Said increase shall not be valid until approved in writing by the City Manager or his designee to be in compliance with this Agreement.

8. **Voluntary Vacancies.** In addition to any other adjustments to Rent allowed under paragraph 7(C) hereof, and notwithstanding the limitation providing for only one rental adjustment per year to the Base Rent pursuant to Paragraph 7(B), Owner shall be permitted to increase the Base Rent applicable to a Mobile Home Space upon a voluntary vacancy of the space by an amount not greater than to fifteen percent (15%) of the Base Rent for the Mobile Home Space applicable at the time of the voluntary vacancy. The Base Rent on a particular Mobile Home Space shall not be increased due to a voluntary vacancy more frequently than once in any thirty-six (36) month period.

9. **Discretion for Lower Adjustments.** Nothing in this Agreement shall be construed as requiring an Owner to adjust Rents each year or as preventing an Owner from adjusting Rent to levels less than those herein allowed. Further, Owner shall give good faith consideration to a Resident's request to be relieved from an increase in Rent allowable hereunder due to that Resident's suffering substantial economic hardship.

10. **Responsibilities of Owner.**

A. Owner agrees that during the term of this Agreement Owner shall furnish all of the facilities and utilities listed on Exhibit "A" hereto to all Residents at no extra charge. Owner also agrees to provide and maintain in satisfactory working order and condition, during the term of this Agreement, all physical improvements and common facilities and areas within the Mobile Home Park which are listed on Exhibit "A" hereto. Owner shall also comply with all requirements set forth in the Mobile Home Residency Law. Notwithstanding the foregoing, with the consent of City, Owner may reduce or eliminate a service within the Mobile Home Park or to any Resident which does not affect the health, safety and welfare of any Resident, provided that a proportionate share of the cost savings resulting from such reduction or elimination is passed on to the Residents in the form of a decrease in Rent. If a Mobile Home Park Owner who provides utility services, reduces or eliminates such service by separate metering or other lawful means of transferring to the Resident, the obligation for payment for such services, the cost savings shall be deemed to be the cost of such transferred utility service for the twelve (12) months prior to the installation and use of the metering system reasonably apportioned to exclude common area costs.

For the purposes of this section, in determining cost savings to be passed on to the resident in the form of decreased Rent, the cost of installation of separate utility meters, or similar costs to Mobile Home Park Owner to shift the obligation per payment of utility costs to the Resident, shall not be considered.

B. The Owner shall meet upon reasonable notice with the Resident Committee recognized by resolution of the City Council or as required by the Mobile Home Residency Law.



There shall be a minimum of one meeting per year to generally discuss general park welfare, or City and Community items of importance. The Owner or his/her/its authorized representative shall also meet with the Resident Committee within thirty (30) days of a written request by the Resident Committee and prior to:

- (1) Alterations or deletions of amenities, services, or equipment; or
- (2) Changes to the Mobile Home Park rules and regulations.

With respect to any concerns submitted in writing by the Resident Committee to the Owner, the Owner shall provide a written response to the action items within twenty (20) days after the meeting.

11. **Renegotiation at Expiration of Agreement.** Within the six (6) month period prior to the termination of this Agreement, Owner and City may renegotiate the terms of this Agreement.

12. **Remedies.**

A. City shall enforce the provisions of this Agreement on behalf of a Resident or Residents in the event of breach of or noncompliance with this Agreement by Owner.

B. Any Resident aggrieved by a breach of or noncompliance with this Agreement by an Owner shall, as a third party beneficiary of this Agreement, have the right on such resident's own behalf to prosecute a civil action against Owner, in any court of competent jurisdiction, to enforce the provisions of this Agreement or recover damages for the breach hereof.

13. **Miscellaneous.**

A. This Agreement supersedes all prior agreements, amendments, supplements, addenda and/or extensions of any agreements between the City and each and/or all of the Owners listed below, and all exhibits or appendices attached thereto, providing for a mobile home accord, an annual maximum rent adjustment or as otherwise relating to or with respect to the subject matter of this Agreement.

B. This Agreement shall be interpreted according to the laws of the State of California.

C. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the heirs, personal representatives, successors and assigns of each Owner.

D. If any provision of this Agreement or the application thereof to any person or circumstance is held to be unlawful or is otherwise invalidated by a final judgment of any court of competent jurisdiction, such invalidity shall not affect other provisions or applications of this Agreement which can be implemented without the invalid provision or application, and, to this end, the provisions of this Agreement are deemed to be severable.

E. To the extent that the context of this Agreement so requires, the singular shall include the plural and the masculine, feminine and neuter genders shall each include the other.

F. This Agreement may not be altered, amended or revoked except by an instrument in writing executed by City and all Owners who are signatories hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Amended and Restated Agreement on the day and year first above written.

City of Rancho Cucamonga  
A municipal corporation

By: \_\_\_\_\_  
L. Dennis Michael, Mayor

Attest:

By: \_\_\_\_\_  
Linda A. Troyan, City Clerk

Approved as to Form:

By: \_\_\_\_\_  
James L. Markman, City Attorney

Owner: Alta Laguna Mobile Home Estates

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Owner: Alta Vista Mobile Home Park

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Owner: Casa Volante Mobile Home Park

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Owner: Chaparral Heights Mobile Home Park

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Owner: The Pines Mobile Home Park

By: \_\_\_\_\_  
Russell C. Jay Family Trust  
dated October 22, 1987  
General Partner

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
The Ben Rochelle Revocable Trust  
dated August 9, 1998  
General Partner

By: \_\_\_\_\_  
Ben Rochelle

Owner: Ramona Villa Mobile Home Park

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Owners: Sycamore Villa Mobile Home Park

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

Title: \_\_\_\_\_

Attachment: Exhibit "A"

# Item 7 Attachment D

Calabasas Village Homeowners Association  
Derol Caraco, President  
23777 Mulholland Hwy space 23  
Calabasas CA 91302

April 1, 2021

To: Mayor James R. Bozajian and  
Members of the City Council  
City of Calabasas  
100 Civic Center Way  
Calabasas, California 91302

From: Calabasas Village Homeowners Association

Re: Proposed Memorandum of Understanding

Dear Mayor Bozajian and Members of the City Council:

Thank you for circulating and providing the opportunity to present comments on the Memorandum of Understanding (MOU) that was received by the City of Calabasas. We understand the proposed MOU is the work of the owners of Calabasas Village, and not of the Calabasas City Council, commissions, or staff.

The proposed MOU seems to be a reaction to California's enactment of AB 2782 in August 2020, ending a rent control exemption for "long term" (more than 12 months) leases of homesites for mobilehomes. This bill was supported by, among others, GSMOL (Golden State Manufactured-Home Owners League) which advocates for the interests of mobilehome owners and residents.

After careful discussion and consideration with our CVHOA board, park residents, and our attorney, we all agree that unless there were to be significant changes, clarifications, and distinct defining of statements that are incorrect and/or contradict our lease, this document (that would bind the City in its future decision making) should Not be signed.

This MOU, as written, contradicts the current lease language. Multiple sections in the MOU, (highlighted below), indicate the park owner **waives all reimbursements for capital improvements**. This is inaccurate, because the lease specifically includes capital improvement as pass through charges (see lease section 3). Also, what would the City of Calabasas be getting that is of significant value in return for the proposed MOU?

**Before considering the MOU, even with modifications, we believe the City should first receive satisfactory answers to these and other questions:**

1. Would the 2020 leases be modified to remove section 3, which details capital pass throughs to residents? Thus, reflecting that the owners waive **all reimbursements for capital improvements**? Note, the proposed MOU incorrectly claims repeatedly that in the 2020 lease (drafted by the owners), mobilehome owners and residents are not obligated to pay for capital improvements.
2. Would the MOU language regarding the park owners' waiver of pass through reimbursements supersede the signed leases, or just create confusion?

3. Would a transfer of ownership or sale of the park nullify the MOU? This is not in the park owners' draft.
4. Would the MOU become null and void if the park owners cancel or opt out of the current lease at any time? (They have an opt-out option at years 9 (2029) and 14 (2034))
5. How long would the proposed MOU be in force?
6. Can the park owners legally bypass a state law by signing an MOU agreement with the local jurisdiction?
7. Is the MOU a binding contract if signed?

Without satisfactory answers to the above points and sufficient consideration flowing to the City, our viewpoint again is that the City should NOT sign the MOU as proposed by the park owners.

Even with answers to those points, why would the City bind its hands in regard to any future decisions involving Calabasas Village?

Thank you so much for considering our opinions in this matter.

Sincerely,

Derol Caraco  
President, CVHOA

**Attachments:**

- Attachment 1 – MOU statements in conflict with existing resident Leases
- Attachment 2 – Lease Language with which MOU conflicts
- Attachment 3 - Additional comments from CVHOA

## Attachment 1 – MOU statements in conflict with existing resident leases

Calabasas Village Owners' proposed MOU states the following (CVHOA comments are in red.):

1. Page 2 paragraph – “One example is the agreed waiver of all reimbursements for capital improvements made within the community, a constitutional right given up as a concession in return for an agreeable rent schedule.” Reimbursements from tenants under a lease or contract are **not** constitutional rights. They depend on what the lease or contract says. In addition, the lease paragraph 3 does **not** waive all reimbursements, as explained in the cover letter and below.
2. Page 2 paragraph 4 – “For example, the updated long-term lease understanding deletes legal rights to reimbursement for capital improvements (which cannot be required by mandatory regulation or imposition).” Same comment as under 1.
3. Page 2 last paragraph – “It is the intent of this Memorandum Of Understanding (MOU) that the parties implement and abide by the terms of the lease agreement attached hereto as Exhibit “A.” Calabasas Village management agree to distribute and offer a copy of the MOU to all homeowners and potential homeowners.” (A) The “parties” to the proposed MOU would be the park owners and the City of Calabasas. The City is not a party to any of the leases and there is nothing in the leases the City is required to implement. (B) Does this conflict with the other statements pledging the owner waives his right to reimbursement for capital pass throughs given the language in lease section 3? Or do the multiple pledges of waiving reimbursement supersede section 3? (Text of Section 3 is below.)
4. Page 3 – **BE IT RESOLVE** paragraph includes “Accordingly, the City Council determines that the mutually negotiated long-term lease agreement constitutes necessary and sufficient safeguards against the imposition of any unfair, exploitive, or unreasonable terms and conditions upon mobilehome tenancy.” Why should the City do this? Does the City do this for leases between other landlords and tenants, or other businesses and customers?

Owners state in **Discussion** section, page 2

**Generally** – “Note well: The Calabasas leasing solution is to voluntarily waive capital improvement reimbursements. No rent stabilization ordinance could provide for such a requirement. The benefits of fair bargaining between the stakeholders produces advantages for tenants way beyond any regulation that government can impose.” Saying that under the lease, park owners “voluntarily waive capital improvement reimbursements” is like saying that tenants “voluntarily agree to pay rent.” “Voluntarily” ends when a contract is signed.

Owners further state “In other quote MOU’s, sometimes referred to as “accords,” capital improvements are amortized over a period agreed upon by the negotiating parties. Some provide that mobilehome park management may pass on 50% of costs related to capital projects, as per the Rancho Cucamonga MOU, unless the Resident Committee deems the project to be unnecessary as it would have been avoidable by regular maintenance and upkeep. In the case of a dispute arising from a rent increases tied to capital projects, the parties shall submit to third party binding arbitration. The costs of arbitration shall be shared equally by park residents and park owner.

In Calabasas, the solution is to give up the right to capital improvement reimbursements in return for a fixed rent formula for a very long term. The tenants pay nothing, ever, for capital improvements. This type of positive problem-solving should be recognized, endorsed, and officially prescribed as a public policy objective of the city of Calabasas.” Again, it is not accurate to say that the “tenants pay nothing, ever, for capital improvements.” See attachment 2

The lease provisions in Section 3 and 4 (attachment 2) conflict with the MOU wording representing “The tenants pay nothing, ever, for capital improvements.” Does the MOU language negate the Section 3 pass throughs when/if those project meet the definition of “capital.”

## **Attachment 2 – Lease Language with which MOU conflicts**

The lease sections read as follows.

**3. OTHER IMPROVEMENTS:** For the purpose of this Agreement, "Other Improvements" shall be defined as our costs of constructing new improvements or repairing or replacing old improvements in the Park that WE ARE REQUIRED TO MAKE BY A GOVERNMENTAL OR QUASI-GOVERNMENTAL AGENCY, UTILITY COMPANY, SOME OTHER PERSON OR ENTITY OVER WHOM WE HAVE NO CONTROL OR BECAUSE OF AN UNINSURED LOSS, OR PORTION THEREOF OR A DEDUCTIBLE PORTION OF AN INSURANCE POLICY:

a.) **PARK’S ELECTRICAL, GAS AND WATER DISTRIBUTION SYSTEMS:** In the event that Owner or a Serving Utility determines that any or all of the Park’s electrical, gas or water distribution systems need replacing in whole or part Owner shall bear the first Two Hundred and Fifty Thousand Dollars (\$250,000.00) of the cost of each replacement and any amount or amounts above Two Hundred and Fifty Thousand Dollars (\$250,000.00) of the cost of each replacement shall become a monthly pass-through paid back to Owner with interest at the lower of Bank of America (B of A) prime rate plus one half of one percent (.5%) or (six percent (6%). The monthly pass through(s) shall be paid to Owner in Sixty (60) equal monthly instalments beginning on the next Anniversary Date. In the event of a pass-through charge pursuant to this paragraph you have the right to pay all of your allocable costs at the time of notice in one lump sum without interest.

b.) **GOVERNMENT RELATED EXPENSES:** For the purposes of this Agreement, "Government Related Services" shall be defined as services required by governmental agencies which are new or in addition to those services legally required to be provided by Owner to Homeowner or to the Park as of January 1, 2020. "Government Related Expenses" include: all expenses required by any government entity subsequent to January 1, 2020. These include all expenses of licenses, permits, approvals, fees, assessments, utility operations, professional services, other services or facilities provided and maintained according to law, including the Mobilehome Residency Law (*Civ C § 798, et seq.*), the California Mobilehome Parks Act (*Health and Safety Code § 18250, et seq.*), Title 25 of the Code of Regulations, Div. 1, Ch. 2 ("Title 25"); the cost of complying with additions, deletions or modifications for disability laws, access and accommodations per state or federal law, or other applicable law, as required or voluntarily provided; and labor, materials, exactions, and other costs or expenses Owner incurs to comply. In the event that Owner complies with any of the above mentioned "Government Related Expenses" Owner shall bear the first Twenty-Five Thousand Dollars (\$25,000.00) of the cost of each requirement and the amount or amounts above Twenty-Five Thousand Dollars (\$25,000.00) of the cost of each requirement shall become a monthly pass-through paid back to Owner with interest at the lower of Bank of America (B of A) prime rate plus one half of one percent (.5%) or six percent (6%).

**Section 4 OWNER BEARS THE COSTS OF CAPITAL IMPROVEMENTS INITIATED BY OWNER:** Owner will bear the cost of all Capital Improvements that Owner initiates that are not separately mentioned as pass-through charges elsewhere in this Lease Agreement.



### Attachment 3 - Additional comments

For the first time in nearly 40 years park owners' lease agreements are not exempt from rent control measures. That choice was made by the legislature and signed into law by the governor. The City Council should equally not be restricted in making appropriate decisions in the future, consistent with the law, not handcuffed by a very one-sided and unnecessary MOU. Park Owner immunity from AB 2782 is at least part of the intent of this MOU.

For example, it appears the proposed MOU would prevent the City of Calabasas from adopting an ordinance or taking other action, even if the City were to determine adoption of an ordinance or other City action is needed, now or at any point in the future.

The proposed MOU seems to be an attempt to circumvent AB 2782, but would do much more. It would effectively prevent the City from protecting owners and residents of mobilehomes from future actions of the park owners or their successors – not simply rent increases – even if City leadership and staff believe a future ordinance or other action is necessary.

In 2020, the owners of Calabasas Village entered into leases with each of the owners of the approximately 210 separate homesites, who each own their mobilehomes. The leases appear to run from January 1, 2020, to December 31, 2039. However, the park owners insisted on the right to terminate each lease without cause in years 9 (2029) and 14 (2034) of the lease term.

While Calabasas Village is currently zoned solely for mobilehomes, the zoning could be changed by a future vote of the City Council. However, the first part of AB 2782 prohibits local authorities from approving any change in use unless they find it will not result in a shortage of affordable housing in the local jurisdiction. Would the MOU in effect nullify that portion of AB 2782 – by preventing the City Council from making or taking action on a finding that a proposed future change in use does result in a shortage of affordable housing?

The 2020 leases between the park owners and the park residents are already in place. So the park owners would not be “trading” the leases for the MOU. First, the leases are between the park owners and individual mobilehome owners, not the City. Second, the park owners (as well as the individual mobilehome owners) are already bound by the 2020 leases.

Nothing in the leases gives the City or residents anything of value in return for the exemption from rent control or rent justification and other benefits that the MOU would give park owners – the ability to take whatever future action they may wish, without concern that the City of Calabasas might challenge their actions or motivations.

The MOU could also make it more difficult for mobilehome owners to obtain financing. At present, a very limited number of lenders finance the purchase of mobilehomes. All lenders consider what protections they will have or risks they will face for mortgage loans they make on all kinds of property, including mobilehomes. The less power local government has to protect a tenant or resident (or mortgage lender) against bad acts by a landlord, the greater the risk the mortgage lender will face that its loan will become valueless.

The saying that “words matter” is far more true for contracts, such as the proposed MOU. The long preamble or recitals in the proposed MOU would bind the City even more securely in any future dispute. This is true even if the recitals in the MOU are not factually accurate, as in the case of the misstatements in the MOU regarding capital improvement costs not being passed through to residents.

**Memorandum of Understanding**  
**Agreement between the City of Calabasas and Owners of Calabasas Village**  
**Providing for an Annual Maximum Rent Adjustment**  
**and Secure Tenancy for Period of Accord**

**BE IT RESOLVED,**

*Whereas*, the City, Management and Residents of Calabasas Village have agreed to various programs, principles and guidelines for the mutual benefit of the mobile home owners and management of Calabasas Village including terms of a long term lease agreement. The lease agreement reflects a continuing accord to long-term resolution of pricing and rights and entitlements to the security offered by long-term lease covenants, without the reliance upon the resources of local government and taxpayer expense.

*Whereas*, it is in the mutual interest of the stakeholders to work together for advancement of entitlements for all. Fair bargaining and appreciation for the interests of others succeeds in long and stable relationships. Everyone benefits. Costly intervention of government is avoided and unnecessary. Stability enhanced.

*Whereas*, due to changes in state law embodied in AB 2782, governmental authority to provide leasing price regulations previously authorized since 1986 under state law, has been delegated to the authority of local government, An updated lease has been offered and accepted by Calabasas residents, reflecting the changes required by AB 2782 (i.e., the deletion of references to previously authorized lease exemptions from local controls).

*Whereas*, the stakeholders desire to continue leasing based on the terms and conditions previously which were previously agreed to between management and resident committee.

*Whereas*, it is in the interest of the City to recognize and and encourage efforts of our citizens to achieve consensus without imposing new expensive burdens on Calabasas taxpayers.

**ACKNOWLEDGMENTS,**

Calabasas Village and community residents have enjoyed stable and secure long-term relations embodied in leasing throughout the resident community for more than 30 years.

The terms of a new and restated long-term lease agreement have been reached and the lease has been unanimously accepted throughout the resident community.

The culmination of a long term lease agreement reflects the hard work of mutual commitment of both sides of a “landlord/tenant” relationship. In this instance, the mutual benefits and long term security offered by leasing is recognized and reflects that it is unnecessary and without purpose for any form of superfluous governmental regulation to be asserted amid this well-balanced apportionment of rights and duties between the parties.

This memorandum of understanding (“MOU”) is an official recognition of the hard work and effort put forth by all parties to achieve a mutual long-term coalescence of understanding and to do so without the need, benefit, and cost of government intervention or participation.

It is recognize that the duration of the long term lease assures an ongoing mutual agreement of terms and conditions which both balances the rights of both parties and offers benefits of the management which neither government may extract nor require of the park owner. One example is the agreed waiver of all reimbursements for capital improvements made within the community, a constitutional right given up as a concession in return for an agreeable rent schedule.

Jurisdictions considering a government remedy for increasing mobilehome space rent have opted for a cooperative alternative – model leases negotiated among residents and the park owner.

**Mutual Benefits Secured by Agreement:** By providing protections to Calabasas residents in the form of voluntary price constraints and concessions, there are many advantageous benefits no longer allowable to be provided in accordance with state law. For example, the updated long-term lease understanding deletes legal rights to reimbursement for capital improvements (which cannot be required by mandatory regulation or imposition). The Calabasas long-term lease reflects a mutually negotiated balance between the interests of park owners and mobilehome owners.

**Untold Tax Savings:** The cost savings for the city with the recognition of long-term leasing agreed upon as a product of mutual negotiation by the stakeholders results in untold tax savings for the taxpayers of the City of Calabasas. Taxes imposed from the general fund to cover the staffing for rent control regulation, applications, enforcement, registration, enforcement, and defense of the administrative bureaucracy of the rent board results in the saving of millions of dollars. More than this, the quality of life for the stakeholders is dramatically improved when long-term understandings are amiably achieved.

**Long-Term Peace and Security:** The success of the private agreement results in the absence of any fiscal impact upon the taxpayer. The potential for unfortunate and needless legal disputes with and between the stakeholders, but always necessarily entangling city involvement, produces significant deterioration of relationships. More than this, the acrimony legal disputes increases distrust, fear and anxiety about the future. It results in other psycho-social ramifications which occur when the stability and sanctity of one’s home life are unsettled and disturbed. The use of a mutually beneficial long-term private resolution, like any peace accord, enhance harmony and avoid local government resources from being wastefully drained.

**Model leasing Is a Superior Solution To Housing Pricing:** Seeking to avoid these encumbrances while still achieving the goal of stabilized rents, aired as many California jurisdictions have begun looking into model leases as a cooperative alternative to rent stabilization /stabilization.

It is the intent of this Memorandum Of Understanding (MOU) that the parties implement and abide by the terms of the lease agreement attached hereto as Exhibit “A.” Calabasas Village

management agree to distribute and offer a copy of the MOU to all homeowners and potential homeowners.

The parties intend for this MOU to promote success and stability of management-resident relations and to continue to improve communication and understanding between park residents and management,

*Therefore*, the parties agree:

1. The signatories below agree to the foregoing policies, principles and guidelines for future efforts to promote long time security in manufactured home tenancy in Calabasas Village;
2. The signatories below agree to honor and cooperate in assuring respectful communications with any stakeholder and shall maintain an “open door” policy to discourse, discussion, with good faith efforts to appreciate and understand the interests and position of both sides to the management-resident relationship in Calabasas village,
3. The park owners also recognize that there are residents whose incomes have not kept pace with rising living costs and that these residents need assistance from private and governmental sources to remain in their homes. Calabasas Village agrees to continue providing subsidy contributions in the form and manner previously requested by the city of Calabasas.
3. Guidelines for rent adjustments, park maintenance and capital improvements: Calabasas management has waived the right to reimbursement for capital improvements under the terms of the long term lease as restated. Space rent adjustments should be fixed based upon the terms of the lease attached as Exhibit “A.”
4. Each year, or more, Calabasas Village management should communicate with the Residents Committee regarding any plans for park maintenance, repair, or capital improvements.

**BE IT RESOLVED** that the City Council of the City of Calabasas, with due consideration for rights of mobilehome park residents and park owners and in recognition of the intent of these parties to work together to implement innovative and exemplary leasing to improve the quality of life in the mobilehome park within the City of Calabasas, acknowledges the recitals and recitations set forth In This “Memorandum of Understanding.” The Council of the City of Calabasas endorses and encourages all stakeholders to continue their good faith efforts to maintain long-term, secure, and positive relationships with each other and with the city. Accordingly, the City Council determines that the mutually negotiated long-term lease agreement constitutes necessary and sufficient safeguards against the imposition of any unfair, exploitive, or unreasonable terms and conditions upon mobilehome tenancy. It is the commitment of the city of Calabasas therefore, that Calabasas Village shall not be subject to government intervention in the form of regulation or control of pricing. Accordingly, there will not be impact upon taxpayers, fiscal consequences, or imposition of revenue losses which would

result from unnecessary regulation and bureaucratic interference with the negotiated terms of the understandings and agreements of the stakeholders.

\* \* \*

The city clerk shall certify to the passage of this resolution and cause the same to be published in a daily newspaper printed and published in the City of Calabasas.

I hereby certify that the foregoing resolution was passed by the City Council of the City of Calabasas at its meeting of\_\_\_\_, 2021.

City Clerk

\_\_\_\_\_

(Deputy)

Approved: \_\_\_\_\_, 20\_\_

Approved as to form and legality,

\_\_\_\_\_

City attorney

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

Deputy



# OFFICE OF THE SHERIFF

COUNTY OF LOS ANGELES

HALL OF JUSTICE

ALEX VILLANUEVA, SHERIFF  
(818) 878-1808



April 7, 2021

Kindon Meik, City Manager  
City of Calabasas  
100 Civic Center Way  
Calabasas, CA 91302

Dear Mr. Meik:

Listed below are the year-to-date crime statistic comparisons for the City of Calabasas for the month of March 2021.

**I. CRIME STATISTICS**

CRIME	CURRENT MTH	YTD 2021	YTD 2020	CHANGE
Homicide	0	0	0	0
Rape	2	4	2	2
<b>Robbery</b>				
Armed	0	0	1	-1
Strong-Arm	1	3	3	0
Assault	1	2	2	0
<b>Burglary</b>				
Residential	2	5	9	-4
Business	0	2	1	1
Garage/Out-Building	0	0	2	-2
Vehicle (locked)	5	11	10	1
<b>Theft</b>				
Grand (\$950 +)	7	12	6	6
Petty	7	22	12	10
Vehicle (unlocked)	7	15	9	6
Grand Theft Vehicle	1	6	4	2
Arson	0	0	1	-1
Domestic Violence Felony	0	0	4	-4
<b>Total Part I Crimes</b>	<b>33</b>	<b>82</b>	<b>66</b>	<b>+16</b>
<b>Percent Change</b>				<b>+24.2%</b>
Domestic Violence Misdemeanor	8	11	11	0
Swatting	0	0	1	-1

211 WEST TEMPLE STREET, LOS ANGELES, CALIFORNIA 90012

*A Tradition of Service*  
— Since 1850 —

## II. NOTEWORTHY INCIDENTS

A robbery was reported in the 26500 block of Agoura Road. During the incident the victim's boyfriend forcibly took her vehicle keys and left the location in her car. (21-01285)

An assault occurred in the 5700 block of Las Virgenes Road. The victim had been in an argument with her boyfriend earlier in the day. The victim then left the location in her vehicle. The suspect followed her in his vehicle and attempted to side swipe the victim's vehicle and force her off the roadway. The suspect fled the location. (21-01399)

Four incidents of theft were reported at the same business in the 23700 block of Calabasas Road. In one incident, two female suspects stole numerous hair and nail products; cosmetics were stolen in another incident by two females in a gray Nissan vehicle. In the third incident two females entered the location, put cosmetics in their purses and exited without paying. A male suspect stole perfume in the fourth incident and fled in a gray 2016 Kia. (21-01282, 01381, 01432, 01714)

A resident of Woodland Hills was arrested for burglary and theft for an incident that had occurred in December 2020 in the 4200 block of Temma Court. The suspect was hired by the victim who believed the suspect was an employee from a carpet cleaning business. The suspect made threatening phone calls to the victim and demanded more money in exchange to get her items returned. Detectives identified the suspect and arrested him during the service of a search warrant at his home. (20-07490)

## 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 2021		CURRENT MONTH MARCH	
	ADULT	JUVENILE	ADULT	JUVENILE
Criminal Homicide	0	0	0	0
Forcible Rape	0	0	0	0
Robbery	2	0	0	0
Aggravated Assault	0	1	0	0
Burglary	4	0	1	0
Larceny Theft	2	0	1	0
Grand Theft Auto	2	0	0	0
Arson	0	0	0	0
Forgery	0	0	0	0
Fraud and NSF checks	3	0	0	0
Sex Offenses, Felonies	1	0	1	0
Sex Offenses, Misdemeanors	0	0	0	0
Non-Aggravated Assaults	3	0	2	0
Domestic Violence, Felony	0	0	0	0
Domestic Violence, Misd.	7	0	5	0
Weapon Laws	5	0	4	0
Offenses Against Family	0	0	0	0
Narcotics	29	2	16	0
Liquor Laws	0	0	0	0
Drunk/Alcohol/Drugs	6	0	2	0
Disorderly Conduct	0	0	0	0
Vagrancy	0	0	0	0
Gambling	0	0	0	0
Drunk Driving Vehicle/Boat	11	0	5	0
Vehicle/Boating Laws	24	1	3	1
Vandalism	0	0	0	0
Warrants	33	0	12	0
Receiving Stolen Property	0	0	0	0
Federal Offenses W/O Money	0	0	0	0
Federal Offenses With Money	0	0	0	0
Felonies, Miscellaneous	0	0	0	0
Misdemeanors, Miscellaneous	11	1	7	0
<b>ARREST TOTALS</b>	<b>143</b>	<b>5</b>	<b>59</b>	<b>1</b>

Sincerely,

ALEX VILLANUEVA, SHERIFF



Salvador Becerra, Captain  
Malibu/Lost Hills Station





<b>COLLISION SUMMARY*</b>	<b>This Month</b>	<b>Month Year Prior</b>	<b>Total YTD</b>	<b>Total Prior YTD</b>	<b>Change +/-</b>
<b>Total Collisions - Excluding Private Property</b>	7	9	20	44	-24
Fatal Collisions	0	0	0	0	0
Injury Collisions	4	1	9	8	+1
Property Collisions	3	8	11	36	-25
Private Property Collisions	2	0	6	14	-8
DUI Collisions with Injuries	0	0	0	0	0
DUI Collisions with Property Damage	0	1	0	4	-4
<b>Total Pedestrian Collisions</b>	0	0	0	0	0
Pedestrians Killed	0	0	0	0	0
Pedestrians Injured	0	0	0	0	0
<b>Total Hit &amp; Run Collisions</b>	0	3	0	8	-8
Hit & Run Fatalities	0	0	0	0	0
Hit & Run Injuries	0	0	0	0	0
Hit & Run Property Only	0	3	0	8	-8
<b>CITATION SUMMARY*</b>	<b>This Month</b>	<b>Month Year Prior</b>	<b>Total YTD</b>	<b>Total Prior YTD</b>	<b>Change +/-</b>
<b>Traffic Total</b>	155	222	626	851	-225
Hazardous Violations	98	102	311	376	-65
Non-Hazardous Violations	24	45	118	206	-88
Parking Violations	28	72	185	249	-64
DUI Arrests	5	3	12	20	-8

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

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

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*City of CALABASAS  
Date Range Reported: 3/1/2021 to 3/31/2021*

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**Total No. of Collisions: 7 Injury: 4 Non-Injury: 3 Fatal: 0 Private Property: 2**

**Total No. of Citations: 122 Hazardous Cites: 98 Non-Hazardous Cites: 24**

**Collisions by Reporting Districts**

<u>Reporting District</u>	<u>No.</u>	<u>Location</u>
2241	1	at Agoura Rd and Lost Hills Rd
2242	2	at Separate Locations
2243	1	at 5438 Las Virgenes Rd and Private Property
2245	1	at Calabasas Rd and Park Granada
2246	1	at Balder Dr and Mulholland Hwy
2248	1	at Dry Canyon Cold Creek Rd (1) and Mulholland Hwy

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**Collision Occurred Most Frequently On:**

<u>Street Name</u>	<u>Number of Collisions</u>
Mulholland Hwy	2
2 at at Separate Locations	
Agoura Rd	1
1 at Lost Hills Rd	
Calabasas Rd	1
1 at Park Granada	
Las Virgenes Rd	1
1 at Country Creek Ln	

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**Primary Collision Factors:**

<u>Violations</u>	<u>Description</u>	<u>Number of Collisions</u>
22350	Unsafe Speed	1
22107	Unsafe Turning Movement	1
21801(a)	Left Turns Or U-Turns Yield To Other Vehicles	1

21703	Following Too Closely	1
21453(a)	Red Signal; Failure To Stop	1
		1
		0

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***Violations Most Frequently Cited:***

<u>Violations</u>	<u>Description</u>	<u>Number of Citations</u>
22450(a)	Failure To Stop For Posted Stop Sign	58
16028(a)	Proof Of Financial Liability-Traffic Accident	26
38300	Off-Highway Vehicle, Disobey Signs	12
22350	Unsafe Speed	11
12500(a)	Unlicensed Driver	9
4000(a)(1)	Vehicle Registration Required	7
21461(a)	Obey Traffic Control Sign	6
23152(a)	Dui; Alcohol	3
23152(b)	Dui, .08 Bac Or Greater	3
24252(a)	Maintain Required Lighting	3
14601.1(a)	Driving With Suspended License	2
21453(a)	Red Signal; Failure To Stop	2
21950(a)	Yield To Pedestrian In Crosswalk	2
22349(a)	Speeding, Excess Of 65 Mph	2
24603(b)	Stoplamps 2 Required (Mfr Post 1957)	2
26708(a)(		2
4000A1		2
4454(a)	Registration Card Kept With Vehicle	2
11357(b)	Possession Of Less Than 1oz Of Marijuana	1
21453(b)	Stop; Yield Before Making Turn	1
21655.5B		1
21703	Following Too Closely	1
21801(a)	Left Turns Or U-Turns Yield To Other Vehicles	1
22101D		1
22107	Unsafe Turning Movement	1
22349B		1
22526(a)	Gridlock:blocking Intersection	1
23123A		1
23152(g)	Dui-Combined Alcohol And Drugs	1
23153(a)	Dui, Alcohol/Drugs Causing Injury/Death	1
24603(a)	Stoplamps: One Required On All Vehicles	1
27315(d)(		1
27800	Motorcycle/Motorized Bicycle, Seat And Footrests	1
4463(a)	False Evidence Of Reg, W/Intent To Defraud	1

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***Collisions Involving Pedestrians: 0***

**Most Frequent Violations**

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***Collisions Involving Bicyclists: 0***

**Most Frequent Violations**

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

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**Monthly Traffic Collision Report**

**4/13/2021      City of CALABASAS**

***Date Range Reported: 3/1/2021 to 3/31/2021***

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**Collisions**

Total Non-Injury Collisions	3
Total Injury and Fatal Collisions	4
Total Collisions (Injury + Non-Injury)	7

**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	5

**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	3
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	0
Total Number of Pedestrian Fatalities	0
Total Number of Pedestrian Injuries	0

**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

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**Hit & Run Collisions**

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

**Traffic Citations**

Total Number of Radar Citations Issued	13
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	26
Total Number of Hazardous Citations Issued	119
Total Number of Non-Hazardous Citations Issued	22
Total Number of Citations Issued	141

**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	29.8
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**LOST HILLS JUVENILE INTERVENTION UNIT  
ACTIVITY REPORT FOR MARCH 2021  
CALABASAS**

**A. SCHOOL ISSUES**

SCHOOL CLOSED RE COVID-19. CLASSES HELD ONLINE.

Assisted District re: SARB hearing.

House checks re: online attendance issues.

Assisted LVUSD re: deposition from court hearing.

Assisted Calabasas HS re: zoom incident.

**B. INTERVENTIONS**

Intervention with Calabasas parent re: Incident at AE Wright.

Assisted concerned parent re: cyber 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 4 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, tactical vests.
16. Assisted Narco re: search warrant.
17. Assisted DB re: search warrant, Sting operation.
18. Assisted station units re: 290 tracker and CSAR reports re: inspection.
19. Assisted Patrol, Dispatch re: CARP, backfill behind patrol/shortage, COVID-19, safe canyons, The Oaks.
20. Conducted multiple yearly 290 house checks
21. Assisted Station re: shooting qualifications.
22. Assisted Florida Sheriff re: warrant suspect
23. Assisted District re: letter of intent for Tobacco sting





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

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**DATE: APRIL 20, 2021**

**TO: HONORABLE COUNCILMEMBERS**

**BY: JAMES R. BOZAJIAN MAYOR**

**SUBJECT: 2021 CALIFORNIA REDISTRICTING PROCESS**

**MEETING DATE: APRIL 28, 2021**

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**Statistics:**

At present, the State of California has a population of approximately 40 million. There are 40 State Senate Districts, each of which contains 1 million people. There are 80 State Assembly Districts, each of which contains 500,000 people. Right now California has 53 Congressional Districts, but that number is expected to decrease to 52 after reapportionment is completed later this year. This change stems from relatively stagnant growth, and marks the first time in history that the State's delegation to the U.S. House of Representatives will shrink. Assuming 52 Congressional Districts, then, each one contains nearly 800,000 people.

There are five incorporated cities — Agoura Hills, Calabasas, Hidden Hills, Malibu, and Westlake Village — in the Las Virgenes-Malibu Council of Governments (COG) and, when we include the surrounding unincorporated areas, there are slightly less than 100,000 residents in the greater region.

**The Present Lines:**

In 2011, the State's political districts (e.g., Congressional, Senate, Assembly) were drawn by an independent commission (California Redistricting Commission) for the first time. This was accomplished pursuant to Proposition 11, an initiative approved

by voters in 2008. Unfortunately, the Commission carved up the geographic area covered by our COG in an unprecedentedly haphazard manner as follows.

CD-26 (Brownley): Westlake Village.

CD-27 (Sherman): Hidden Hills.

CD-33 (Lieu): Agoura Hills, **Calabasas**, Malibu.

SD-27 (Stern): Agoura Hills, **Calabasas**, Hidden Hills, Malibu, Westlake Village.

The State Senate District is the one political unit where the entire COG region is represented by the same legislator.

AD-44 (Irwin): Westlake Village.

AD-45 (Gabriel): **Calabasas**, Hidden Hills.

AD-50 (Bloom): Agoura Hills, **Calabasas**, Malibu.

The little City of Calabasas, (population 25,000), despite emphatically pleading 10 years ago to be kept intact, is actually divided between two Assembly Districts. As mentioned many times over the years, I believe we are the only municipality of our size in California to be so slighted.

#### **Los Angeles County Board of Supervisors:**

Los Angeles County will also conduct redistricting this year, though in this case the process will be controlled by the Board of Supervisors. At present, the County has a population of approximately 10 million. There are five Supervisorial Districts, each of which contains 2 million people.

With such large Districts, it is less likely that the COG-area cities will be separated into different jurisdictions. The greater danger here is that entire region could be moved into an oddly shaped District that includes various pieces of far-flung areas of the County. This very thing was proposed during the last redistricting cycle in 2011, when the Supervisors considered including Calabasas and environs within a new District that wandered around the borders of the County in an arc-like "U." Fortunately, that map was ultimately rejected.

#### **Conclusions:**

The California Redistricting Commission has just commenced its once-in-a-decade mandate to redraw California's political boundaries. The City of Calabasas will soon have an opportunity to join other government entities in providing input into how the new lines are devised. What follows are three general principles that we should advocate in our written and verbal testimony. It is to be hoped that the other cities within our COG will provide similar comments, thereby helping to present a united

front to the Commission. The same principles should be applied to the County redistricting process.

1. Given the statistics cited above there is no reasonable excuse for dividing our otherwise cohesive region, with so many commonalities of interest, into different Districts. This is especially true for the cities in the Conejo Valley. The City of Malibu may present some challenges here, because the geography and population distribution could lend itself to some division whereby that one entity is added to another District. But at the very least, the cities of Agoura Hills, Calabasas, Hidden Hills, and Westlake Village should be kept within the same political boundaries.

2. Under no circumstances should any individual COG city find itself divided between two or more Districts, such as the present situation for the City of Calabasas. This is an absurd outcome, given the fact that our five cities' sizes range from 2,000 to 25,000 people.

3. Districts should be as compact as possible, with "circle-like" shapes (such as SD-27) strongly favored over "snake-like" shapes (such as CD-33). CD-33 encompasses areas of the State that have little or nothing in common, meandering nearly from the Orange County line to the Ventura County line.

To avoid the possibility of another unfavorable redistricting cycle, we should become actively engaged early and often. This would include tracking all steps in the process; submitting written testimony to the State and County as appropriate; and providing verbal testimony at redistricting meetings where possible.



# Check Register Report

Bank: BANK OF AMERICA - CITY OPERATING  
Reporting Period: 04/06/2021 to 04/13/2021

Date: 4/14/2021  
Time: 11:21:46AM  
Page 1 of 8

Check No.	Check Date	Vendor Name	Check Description	Amount	Department
<b>Administrative Services</b>					
110587	4/13/2021	COUNTY CLERK, CO. OF L.A.	ELECTION SUPPORT	47,760.65	Administrative Services
<b>Total Amount for 1 Line Item(s) from Administrative Services</b>				<b>\$47,760.65</b>	
<b>City Attorney</b>					
110580	4/13/2021	BURKE, WILLIAMS, SORENSEN, LLP	LEGAL SERVICES	484.00	City Attorney
<b>Total Amount for 1 Line Item(s) from City Attorney</b>				<b>\$484.00</b>	
<b>City Council</b>					
110579	4/13/2021	BOZAJIAN/JAMES R.//	REIMB OFFICE SUPPLIES	328.35	City Council
<b>Total Amount for 1 Line Item(s) from City Council</b>				<b>\$328.35</b>	
<b>City Management</b>					
110605	4/13/2021	MEIK/KINDON//	CONTRACT AGREEMENT	8,933.18	City Management
<b>Total Amount for 1 Line Item(s) from City Management</b>				<b>\$8,933.18</b>	
<b>Civic Center O&amp;M</b>					
110592	4/13/2021	EMERALD COAST PLANTSCAPES, INC	PLANT MAINTENANCE- CITY HALL	500.00	Civic Center O&M
110592	4/13/2021	EMERALD COAST PLANTSCAPES, INC	PLANT MAINTENANCE- LIBRARY	250.00	Civic Center O&M
110592	4/13/2021	EMERALD COAST PLANTSCAPES, INC	PLANT MAINTENANCE- LIBRARY	250.00	Civic Center O&M
<b>Total Amount for 3 Line Item(s) from Civic Center O&amp;M</b>				<b>\$1,000.00</b>	
<b>Community Development</b>					
110582	4/13/2021	CALABASAS CREST LTD	R.A.P.- MAY 2021	7,350.00	Community Development
110593	4/13/2021	FLEYSHEMAN/ALBERT//	R.A.P.- MAY 2021	250.00	Community Development
110604	4/13/2021	MEDVETSKY/LINA//	R.A.P.- MAY 2021	250.00	Community Development
110589	4/13/2021	CUSATO/JUDITH//	R.A.P.- MAY 2021	250.00	Community Development
110601	4/13/2021	LEVY/ESTHER//	R.A.P.- MAY 2021	250.00	Community Development
110622	4/13/2021	YAZDINIAN/SUSAN//	R.A.P.- MAY 2021	250.00	Community Development
110603	4/13/2021	MCCUNE/SHANNON//	R.A.P.- MAY 2021	250.00	Community Development
110596	4/13/2021	HARWOOD/KIM//	R.A.P.- MAY 2021	250.00	Community Development
110612	4/13/2021	PLACENCIO/JOLENE//	R.A.P.- MAY 2021	250.00	Community Development



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110588	4/13/2021	CUSATO/JUDITH//	R.A.P.- MAR 2021	250.00	Community Development
110617	4/13/2021	VALLEY NEWS GROUP	LEGAL ADVERTISING	120.00	Community Development
<b>Total Amount for 11 Line Item(s) from Community Development</b>				<b>\$9,720.00</b>	
<b>Community Services</b>					
110619	4/13/2021	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- SCHL	3,279.01	Community Services
110590	4/13/2021	DIAL M PRODUCTIONS	ENTERTAINMENT- EGG HUNT	900.00	Community Services
110621	4/13/2021	WAXIE SANITARY SUPPLY	JANITORIAL SERVICES	372.71	Community Services
110615	4/13/2021	SUZDALTSEV/JENNY//	RECREATION INSTRUCTOR	189.00	Community Services
<b>Total Amount for 4 Line Item(s) from Community Services</b>				<b>\$4,740.72</b>	
<b>Finance</b>					
110597	4/13/2021	HINDERLITER DE LLAMAS ASSOC.	SALES TAX SERVICES	1,485.97	Finance
<b>Total Amount for 1 Line Item(s) from Finance</b>				<b>\$1,485.97</b>	
<b>Library</b>					
110594	4/13/2021	GALE CENGAGE LEARNING INC	E-BOOKS	1,400.08	Library
110594	4/13/2021	GALE CENGAGE LEARNING INC	E-BOOKS	1,262.45	Library
110610	4/13/2021	OCLC, INC.	MEMBERSHIP DUES- APR 2021	760.48	Library
110599	4/13/2021	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	552.06	Library
110577	4/13/2021	BCC	LIFE & DISABILITY INS-APR 21	174.39	Library
110577	4/13/2021	BCC	LIFE & DISABILITY INS-APR 21	128.41	Library
110577	4/13/2021	BCC	LIFE & DISABILITY INS-APR 21	84.10	Library
110599	4/13/2021	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	67.61	Library
110578	4/13/2021	BLACKSTONE PUBLISHING	DVD'S-LIBRARY	41.24	Library
110599	4/13/2021	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	34.15	Library
110599	4/13/2021	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	34.14	Library
110577	4/13/2021	BCC	LIFE & DISABILITY INS-APR 21	30.89	Library
110607	4/13/2021	MIDWEST TAPE, LLC	DVD'S-LIBRARY	27.75	Library
110599	4/13/2021	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	13.12	Library
<b>Total Amount for 14 Line Item(s) from Library</b>				<b>\$4,610.87</b>	

**LMD #22**



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110619	4/13/2021	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	30,690.00	LMD #22
110619	4/13/2021	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	9,265.62	LMD #22
110619	4/13/2021	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	9,265.62	LMD #22
110619	4/13/2021	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	2,010.00	LMD #22
110609	4/13/2021	NEWBURY PARK TREE SERVICE INC	TREE TRIMMING/REMOVAL SVCS	2,000.00	LMD #22
110609	4/13/2021	NEWBURY PARK TREE SERVICE INC	TREE TRIMMING/REMOVAL SVCS	1,850.00	LMD #22
110619	4/13/2021	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	1,834.88	LMD #22
110619	4/13/2021	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	1,707.13	LMD #22
110619	4/13/2021	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	1,435.50	LMD #22
110619	4/13/2021	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	1,160.00	LMD #22
110619	4/13/2021	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	1,143.00	LMD #22
110619	4/13/2021	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	1,100.70	LMD #22
110619	4/13/2021	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	996.00	LMD #22
110619	4/13/2021	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	996.00	LMD #22
110613	4/13/2021	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	866.40	LMD #22
110619	4/13/2021	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	603.04	LMD #22
110619	4/13/2021	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	565.00	LMD #22
110619	4/13/2021	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	553.32	LMD #22
110619	4/13/2021	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	458.00	LMD #22
110619	4/13/2021	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	386.58	LMD #22
110613	4/13/2021	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	313.50	LMD #22
110613	4/13/2021	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	302.86	LMD #22
110619	4/13/2021	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	213.25	LMD #22
110619	4/13/2021	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	182.38	LMD #22
110619	4/13/2021	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	165.00	LMD #22
110619	4/13/2021	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	141.00	LMD #22
110613	4/13/2021	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	139.39	LMD #22
110619	4/13/2021	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	97.83	LMD #22
110619	4/13/2021	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	96.59	LMD #22
110613	4/13/2021	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	46.73	LMD #22
110613	4/13/2021	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	42.25	LMD #22
110577	4/13/2021	BCC	LIFE & DISABILITY INS-APR 21	31.56	LMD #22
110613	4/13/2021	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	28.55	LMD #22
110577	4/13/2021	BCC	LIFE & DISABILITY INS-APR 21	21.92	LMD #22
110577	4/13/2021	BCC	LIFE & DISABILITY INS-APR 21	15.22	LMD #22
110577	4/13/2021	BCC	LIFE & DISABILITY INS-APR 21	5.27	LMD #22



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<b>Total Amount for 36 Line Item(s) from LMD #22</b>				<b>\$70,730.09</b>	
<b><u>LMD #24</u></b>					
110575	4/13/2021	AZTECA LANDSCAPE	LANDSCAPE MAINTENANCE	200.00	LMD #24
110613	4/13/2021	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	137.21	LMD #24
110575	4/13/2021	AZTECA LANDSCAPE	LANDSCAPE MAINTENANCE	133.00	LMD #24
110575	4/13/2021	AZTECA LANDSCAPE	LANDSCAPE MAINTENANCE	125.00	LMD #24
110575	4/13/2021	AZTECA LANDSCAPE	LANDSCAPE MAINTENANCE	125.00	LMD #24
110575	4/13/2021	AZTECA LANDSCAPE	LANDSCAPE MAINTENANCE	117.00	LMD #24
110577	4/13/2021	BCC	LIFE & DISABILITY INS-APR 21	9.87	LMD #24
110577	4/13/2021	BCC	LIFE & DISABILITY INS-APR 21	6.77	LMD #24
110577	4/13/2021	BCC	LIFE & DISABILITY INS-APR 21	4.76	LMD #24
110577	4/13/2021	BCC	LIFE & DISABILITY INS-APR 21	1.63	LMD #24
<b>Total Amount for 10 Line Item(s) from LMD #24</b>				<b>\$860.24</b>	
<b><u>LMD #27</u></b>					
110575	4/13/2021	AZTECA LANDSCAPE	LANDSCAPE MAINTENANCE	1,457.63	LMD #27
110575	4/13/2021	AZTECA LANDSCAPE	LANDSCAPE MAINTENANCE	250.00	LMD #27
110613	4/13/2021	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	13.92	LMD #27
110577	4/13/2021	BCC	LIFE & DISABILITY INS-APR 21	3.10	LMD #27
110577	4/13/2021	BCC	LIFE & DISABILITY INS-APR 21	2.16	LMD #27
110577	4/13/2021	BCC	LIFE & DISABILITY INS-APR 21	1.49	LMD #27
110577	4/13/2021	BCC	LIFE & DISABILITY INS-APR 21	0.52	LMD #27
<b>Total Amount for 7 Line Item(s) from LMD #27</b>				<b>\$1,728.82</b>	
<b><u>LMD #32</u></b>					
110575	4/13/2021	AZTECA LANDSCAPE	LANDSCAPE MAINTENANCE	3,377.14	LMD #32
110575	4/13/2021	AZTECA LANDSCAPE	LANDSCAPE MAINTENANCE	200.00	LMD #32
110613	4/13/2021	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	12.34	LMD #32
110577	4/13/2021	BCC	LIFE & DISABILITY INS-APR 21	0.57	LMD #32
110577	4/13/2021	BCC	LIFE & DISABILITY INS-APR 21	0.28	LMD #32
110577	4/13/2021	BCC	LIFE & DISABILITY INS-APR 21	0.28	LMD #32
110577	4/13/2021	BCC	LIFE & DISABILITY INS-APR 21	0.07	LMD #32



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<b>Total Amount for 7 Line Item(s) from LMD #32</b>				<b>\$3,590.68</b>	
<b><u>LMD 22 - Common Benefit Area</u></b>					
110602	4/13/2021	MARINE BIOCHEMIST	LAKE MAINTENANCE	11,730.00	LMD 22 - Common Benefit Area
110602	4/13/2021	MARINE BIOCHEMIST	LAKE MAINTENANCE	11,730.00	LMD 22 - Common Benefit Area
110619	4/13/2021	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	7,464.00	LMD 22 - Common Benefit Area
110619	4/13/2021	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	6,146.00	LMD 22 - Common Benefit Area
110619	4/13/2021	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	2,912.44	LMD 22 - Common Benefit Area
110613	4/13/2021	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	1,885.33	LMD 22 - Common Benefit Area
110609	4/13/2021	NEWBURY PARK TREE SERVICE INC	TREE TRIMMING/REMOVAL SVCS	1,489.00	LMD 22 - Common Benefit Area
110619	4/13/2021	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	1,089.00	LMD 22 - Common Benefit Area
110619	4/13/2021	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	622.00	LMD 22 - Common Benefit Area
110619	4/13/2021	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	531.64	LMD 22 - Common Benefit Area
110573	4/13/2021	ACCURATE BACKFLOW TESTING	BACKFLOW DEVICE TEST	476.00	LMD 22 - Common Benefit Area
110613	4/13/2021	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	459.10	LMD 22 - Common Benefit Area
110619	4/13/2021	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	430.00	LMD 22 - Common Benefit Area
110619	4/13/2021	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	430.00	LMD 22 - Common Benefit Area
110619	4/13/2021	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	408.00	LMD 22 - Common Benefit Area
110609	4/13/2021	NEWBURY PARK TREE SERVICE INC	TREE TRIMMING/REMOVAL SVCS	300.00	LMD 22 - Common Benefit Area
110613	4/13/2021	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	211.44	LMD 22 - Common Benefit Area
110619	4/13/2021	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	199.53	LMD 22 - Common Benefit Area
110619	4/13/2021	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	131.72	LMD 22 - Common Benefit Area
110619	4/13/2021	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	92.76	LMD 22 - Common Benefit Area
110577	4/13/2021	BCC	LIFE & DISABILITY INS-APR 21	26.10	LMD 22 - Common Benefit Area
110577	4/13/2021	BCC	LIFE & DISABILITY INS-APR 21	17.35	LMD 22 - Common Benefit Area
110577	4/13/2021	BCC	LIFE & DISABILITY INS-APR 21	12.59	LMD 22 - Common Benefit Area
110577	4/13/2021	BCC	LIFE & DISABILITY INS-APR 21	4.17	LMD 22 - Common Benefit Area
<b>Total Amount for 24 Line Item(s) from LMD 22 - Common Benefit Area</b>				<b>\$48,798.17</b>	
<b><u>Non-Departmental - Finance</u></b>					
110606	4/13/2021	MICHAEL BAKER INTERNATIONAL	PROFESSIONAL SERVICES	6,250.00	Non-Departmental - Finance
<b>Total Amount for 1 Line Item(s) from Non-Departmental - Finance</b>				<b>\$6,250.00</b>	
<b><u>Payroll</u></b>					
110577	4/13/2021	BCC	LIFE & DISABILITY INS-APR 21	1,534.19	Payroll





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110577	4/13/2021	BCC	LIFE & DISABILITY INS-APR 21	1,078.14	Payroll
110577	4/13/2021	BCC	LIFE & DISABILITY INS-APR 21	740.21	Payroll
110577	4/13/2021	BCC	LIFE & DISABILITY INS-APR 21	259.31	Payroll
<b>Total Amount for 4 Line Item(s) from Payroll</b>				<b>\$3,611.85</b>	

**Public Works**

110585	4/13/2021	CLEANSTREET INC	MONTHLY SVC - STREET SWEEPING	8,328.66	Public Works
110619	4/13/2021	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- P.W.	2,712.79	Public Works
110619	4/13/2021	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- PARKS	935.68	Public Works
110619	4/13/2021	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- PARKS	469.00	Public Works
110619	4/13/2021	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- PARKS	469.00	Public Works
110619	4/13/2021	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- P.W.	381.00	Public Works
110619	4/13/2021	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- PARKS	302.00	Public Works
110619	4/13/2021	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- P.W.	281.00	Public Works
110619	4/13/2021	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- P.W.	260.00	Public Works
110619	4/13/2021	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- PARKS	245.00	Public Works
110613	4/13/2021	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	213.85	Public Works
110619	4/13/2021	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- PARKS	146.00	Public Works
110616	4/13/2021	UNDERGROUND SERVICE ALERT	MONTHLY MEMBERSHIP FEE	89.20	Public Works
110591	4/13/2021	DIG SAFE BOARD	STATE REGULATORY FEE	26.52	Public Works
110577	4/13/2021	BCC	LIFE & DISABILITY INS-APR 21	19.01	Public Works
110577	4/13/2021	BCC	LIFE & DISABILITY INS-APR 21	13.90	Public Works
110577	4/13/2021	BCC	LIFE & DISABILITY INS-APR 21	10.66	Public Works
110577	4/13/2021	BCC	LIFE & DISABILITY INS-APR 21	9.17	Public Works
110577	4/13/2021	BCC	LIFE & DISABILITY INS-APR 21	8.75	Public Works
110577	4/13/2021	BCC	LIFE & DISABILITY INS-APR 21	7.38	Public Works
110577	4/13/2021	BCC	LIFE & DISABILITY INS-APR 21	7.37	Public Works
110577	4/13/2021	BCC	LIFE & DISABILITY INS-APR 21	6.03	Public Works
110577	4/13/2021	BCC	LIFE & DISABILITY INS-APR 21	5.95	Public Works
110577	4/13/2021	BCC	LIFE & DISABILITY INS-APR 21	5.14	Public Works
110577	4/13/2021	BCC	LIFE & DISABILITY INS-APR 21	5.10	Public Works
110577	4/13/2021	BCC	LIFE & DISABILITY INS-APR 21	4.22	Public Works
110577	4/13/2021	BCC	LIFE & DISABILITY INS-APR 21	3.70	Public Works
110577	4/13/2021	BCC	LIFE & DISABILITY INS-APR 21	3.55	Public Works
110577	4/13/2021	BCC	LIFE & DISABILITY INS-APR 21	3.34	Public Works
110577	4/13/2021	BCC	LIFE & DISABILITY INS-APR 21	2.88	Public Works
110577	4/13/2021	BCC	LIFE & DISABILITY INS-APR 21	1.78	Public Works



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110577	4/13/2021	BCC	LIFE & DISABILITY INS-APR 21	1.45	Public Works
110577	4/13/2021	BCC	LIFE & DISABILITY INS-APR 21	1.23	Public Works
110577	4/13/2021	BCC	LIFE & DISABILITY INS-APR 21	0.89	Public Works
<b>Total Amount for 34 Line Item(s) from Public Works</b>				<b>\$14,981.20</b>	
<b>Recoverable / Refund / Liability</b>					
110611	4/13/2021	P&A ADMINISTRATIVE SVCS INC	FSA-MED CARE REIMBURSEMENT	2,400.00	Recoverable / Refund / Liability
110595	4/13/2021	GARCIA/PAUL//	REFUND OVERPAYMENT	336.00	Recoverable / Refund / Liability
110611	4/13/2021	P&A ADMINISTRATIVE SVCS INC	FSA-MED CARE REIMBURSEMENT	64.31	Recoverable / Refund / Liability
<b>Total Amount for 3 Line Item(s) from Recoverable / Refund / Liability</b>				<b>\$2,800.31</b>	
<b>Tennis &amp; Swim Center</b>					
110614	4/13/2021	SOUTHERN CALIFORNIA GAS CO	GAS SERVICE	3,345.63	Tennis & Swim Center
110583	4/13/2021	CASAS/JORGE//	FITNESS EQUIPMENT REPAIRS	700.00	Tennis & Swim Center
110586	4/13/2021	COMMERCIAL AQUATIC SVCS	POOL SERVICE/REPAIR	602.48	Tennis & Swim Center
110600	4/13/2021	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	493.58	Tennis & Swim Center
110583	4/13/2021	CASAS/JORGE//	FITNESS EQUIPMENT REPAIRS	480.40	Tennis & Swim Center
110620	4/13/2021	WATERLINE TECHNOLOGIES INC	POOL CHEMICALS	297.95	Tennis & Swim Center
110620	4/13/2021	WATERLINE TECHNOLOGIES INC	POOL CHEMICALS	292.97	Tennis & Swim Center
110584	4/13/2021	CHARIOT FIRE & ELECTRIC INC.	ALARM MONITORING- T&SC	120.00	Tennis & Swim Center
110577	4/13/2021	BCC	LIFE & DISABILITY INS-APR 21	45.12	Tennis & Swim Center
110577	4/13/2021	BCC	LIFE & DISABILITY INS-APR 21	33.71	Tennis & Swim Center
110577	4/13/2021	BCC	LIFE & DISABILITY INS-APR 21	21.75	Tennis & Swim Center
110577	4/13/2021	BCC	LIFE & DISABILITY INS-APR 21	15.54	Tennis & Swim Center
110577	4/13/2021	BCC	LIFE & DISABILITY INS-APR 21	11.59	Tennis & Swim Center
110577	4/13/2021	BCC	LIFE & DISABILITY INS-APR 21	8.11	Tennis & Swim Center
110577	4/13/2021	BCC	LIFE & DISABILITY INS-APR 21	7.49	Tennis & Swim Center
110577	4/13/2021	BCC	LIFE & DISABILITY INS-APR 21	2.79	Tennis & Swim Center
<b>Total Amount for 16 Line Item(s) from Tennis &amp; Swim Center</b>				<b>\$6,479.11</b>	
<b>Transportation</b>					
110581	4/13/2021	C.A. RASMUSSEN, INC.	CONSTRUCTION SERVICES- SMRT PK	408,076.30	Transportation
110576	4/13/2021	BANNER BANK	RONDELL SMRT PK- RETENTION	21,477.70	Transportation
110598	4/13/2021	IDEAL GENERAL SERVICES, INC.	DIAL-A-RIDE MAR 2021	16,035.00	Transportation
110613	4/13/2021	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	2,062.08	Transportation



# Check Register Report

Bank: BANK OF AMERICA - CITY OPERATING

Reporting Period: 04/06/2021 to 04/13/2021

Date: 4/14/2021

Time: 11:21:46AM

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Check No.	Check Date	Vendor Name	Check Description	Amount	Department
110574	4/13/2021	ALL CITY MANAGEMENT SVCS, INC.	SCHOOL CROSSING GUARD SVCS	1,487.43	Transportation
110608	4/13/2021	MYERS & SONS HI-WAY SAFETY INC	TRAFFIC SIGNS	810.94	Transportation
110598	4/13/2021	IDEAL GENERAL SERVICES, INC.	DIAL-A-RIDE MAR 2021	500.86	Transportation
110574	4/13/2021	ALL CITY MANAGEMENT SVCS, INC.	SCHOOL CROSSING GUARD SVCS	212.49	Transportation
110577	4/13/2021	BCC	LIFE & DISABILITY INS-APR 21	12.97	Transportation
110577	4/13/2021	BCC	LIFE & DISABILITY INS-APR 21	11.83	Transportation
110577	4/13/2021	BCC	LIFE & DISABILITY INS-APR 21	9.40	Transportation
110577	4/13/2021	BCC	LIFE & DISABILITY INS-APR 21	8.85	Transportation
110577	4/13/2021	BCC	LIFE & DISABILITY INS-APR 21	6.26	Transportation
110577	4/13/2021	BCC	LIFE & DISABILITY INS-APR 21	5.71	Transportation
110577	4/13/2021	BCC	LIFE & DISABILITY INS-APR 21	2.26	Transportation
110577	4/13/2021	BCC	LIFE & DISABILITY INS-APR 21	2.13	Transportation
<b>Total Amount for 16 Line Item(s) from Transportation</b>				<b>\$450,722.21</b>	
<b>GRAND TOTAL for 195 Line Items</b>				<b>\$689,616.42</b>	



# Check Register Report

Bank: BANK OF AMERICA - TENNIS & SWIM CENTER

Reporting Period: 04/06/2021 to 04/13/2021

Date: 4/14/2021

Time: 11:19:56AM

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Check No.	Check Date	Vendor Name	Check Description	Amount	Department
<b>Tennis &amp; Swim Center</b>					
14019	4/13/2021	UNIFIRST CORPORATION	JANITORIAL SUPPLIES	1,151.07	Tennis & Swim Center
14017	4/13/2021	DESIGNSCAPE	PLANT MAINTENANCE- T&SC	480.00	Tennis & Swim Center
14020	4/13/2021	WILSON SPORTING GOODS	FACILITY EXPENSE	44.09	Tennis & Swim Center
14018	4/13/2021	IMAGE SOURCE	ADMINISTRATIVE EXPENSES	2.20	Tennis & Swim Center
<b>Total Amount for 4 Line Item(s) from Tennis &amp; Swim Center</b>				<b>\$1,677.36</b>	
<b>GRAND TOTAL for 4 Line Items</b>				<b>\$1,677.36</b>	

Department	Agenda Headings	Agenda Title/Future Agenda
<b>12-May</b>		
1 CC	Consent	Adoption of Resolution No. 2021-1730, reaffirming and extending the existence of a Local State of Emergency due to the Novel Coronavirus COVID-19 Pandemic
2 PW	Consent	Recommendation to award construction contract to C.A. Rasmussen, Inc. in the amount of \$3,059,446.50 for the Mulholland Highway Gap Closure Project, Specification No. 20-21-01
3 CD	Public Hearing	West Village Project

**Future Items**

4 CC	Presentation	Book donation by LVMWD
5 CC	Presentation	Chamber of Commerce
6 PW	Consent	Recommendation to award four PSAs in an amount of XXXXXXXX to Venco Western, Inc. for The Common Area Landscape Maintenance for Specified Homeowner Associations within Landscape Lighting Act District 22
7 PW	Consent	Recommendation to award four PSAs in an amount of XXXXXXXX to American Heritage Landscape for Landscape Maintenance of Common Benefit Areas (CBA's) within Landscape Maintenance District 22
8 PW	New Business	Public meeting regarding Landscape Maintenance District No. 22 and Landscape Lighting Act District Nos. 22, 24, 27 & 32 Assessment Proceedings
9 PS	New Business	Use of technology (satellite phones) during emergencies
10 CC	New Business	Climate Action Plan
11 CC	Closed Session	Craftsman's Corner annexation
12 CD	New Business	Exemption to short term rental registration referred to the PC
13 CC	Special	Council priority setting session/workshop
14 CC	New Business	Council discussion on the use Woolsey Fire settlement funds
15 CD	New Business	Recommendation by staff regarding senior affordable housing
16 CD	New Business	Code amendment regarding amendments to the City's Story Pole Procedures
17 PW	Public Hearing	Public Hearing regarding Landscape Lighting Act District Levy of Assessments; Adoption of Resolution 2021-17__, approving a final Engineer's Report in connection with Landscape Lighting Act District assessments for Fiscal Year 2021-2022
18 HR	New Business	HR Guidelines update
19 FIN	New Business	Cost Plan Allocation
20 PW	New Business	Environmental Commission recommendation regarding gas leaf blowers
21 CM	New Business	Discussion on how to best engage/utilize Commissions
22 PW	New Business	PS and TTC recommendation regarding Automatic Plate Readers Report
23 PW	New Business	Update regarding anticoagulants
24 CD/Finance	New Business	Annexation update
25 PW	New Business	MTA's review of fare-free transit services
26 CA	New Business	Closed session regarding State's mandate for affordable housing
27 CC	Presentation	Chuck Becerra and Sheriff's discussion on use of force
28 CC	New Business	Council Protocols regarding email policy and State of the City

**2021 Meeting Dates**

May 26	Sep 8 - Canceled-Rosh Hashanah
Jun 9	Sep 22 - Canceled-League of California Cities Annual Conference/Expo
Jun 23	Oct 13
Jul 14 - Canceled	Oct 27
Jul 28 - Canceled	Nov 10
Aug 11	Nov 24 - Canceled-Thanksgiving Eve
Aug 25	De 8 - Council Reorganization
	Dec 22 - Canceled