



**CITY COUNCIL AGENDA
REGULAR MEETING – WEDNESDAY, AUGUST 11, 2021
VIA ZOOM TELECONFERENCE
www.cityofcalabasas.com**

IMPORTANT NOTICE REGARDING THE AUGUST 11, 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 www.cityofcalabasas.com/ctvlive. 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/85695987458?pwd=dzJJBkO5OXNwZkNmWTJ2MFIBaTlOZz09>

Webinar ID: 85695987458

Passcode: 218564

Or iPhone one-tap:

US: +1-669-900-9128,, 85695987458# or +1-253-215-8782,, 85695987458#

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/85695987458>

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
Recommended Action:
Conference with Legal Counsel; Initiation of Litigation
(Gov. Code § 54956.9(d)(4))
Number of Potential Cases: 2

3. Conference with Legal Counsel; Existing Litigation
(Gov. Code Section 54956.9(d)(1))
Case Name: THNC Canyon Oaks LLC v. City of Calabasas, et al.,
Los Angeles County Superior Court Case No. 21STCP01819

OPENING MATTERS – 7:00 P.M.

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

PRESENTATIONS – 7:15 P.M.

- Recognition of Jeffrey Peldon for his service on the AHCCC JPA Board

ANNOUNCEMENTS/INTRODUCTIONS – 7:30 P.M.

ORAL COMMUNICATION – PUBLIC COMMENT – 7:40 P.M.

CONSENT ITEMS – 7:50 P.M.

1. [Approval of minutes of June 23 and June 29, 2021](#)

2. [Recommendation to approve a professional services agreement with MNS Engineers, Inc. for Mulholland Highway Improvements Design in an amount not to exceed \\$765,181](#)

3. [Recommendation to approve the Funding Agreement for the amount of Six Million Five Hundred Thirteen Thousand Two Hundred Fifty Dollars \(\\$6,513,250\) between the City of Calabasas and Los Angeles County Metropolitan Transportation Authority \(Metro\) for the funding of Mulholland Highway Improvements Project](#)
4. [Recommendation to approve a professional services agreement with Fuscoe Engineering, Inc. for Las Virgenes Road Green Street Project Design in an amount not to exceed \\$141,933](#)
5. [Approval of an amendment to a service subscription and sublicense agreement with Digital Map Products to extend the contract for one additional year in the total amount of \\$30,000 to perform Professional Geographic Information Systems \(GIS\) Management Services](#)
6. [Adoption of Resolution No. 2021-1741, designating a voting delegate and alternate voting delegate for the league of California Cities Annual meeting on September 24, 2021](#)
7. [Adoption of Resolution No. 2021-1743, reaffirming and extending the existence of a Local State of Emergency due to the Novel Coronavirus COVID-19 Pandemic](#)
8. [Adoption of Resolution 2021-1744, allocating funds for the Senior Center Caring Calabasas Club, upgrades to the City Council Chambers Master Control Room and a Hero/Hazard Premium Pay Program for frontline grocery workers](#)
9. [Consideration and approval of a request for the refund of fees paid by the Chabad of Calabasas in the amount of \\$5,383.20, for the City's review and approval of modifications to an approved Site Plan Review and Scenic Corridor permit](#)

NEW BUSINESS – 8:00 P.M.

10. [Old Town Calabasas Sidewalk Replacement Project updates](#)
11. [\(A\) Consideration of a contract for interim housing and support services to unhoused persons](#)
[\(B\) Introduction of Ordinance No. 2021-394, adding Calabasas Municipal Code Chapter 9.38 "Use of the Public Rights of Way and Protection of Schoolchildren, Bus Stops, Critical Infrastructure and Wildlife Areas," and Adoption of Resolutions designating Critical Infrastructure and School Routes](#)

INFORMATIONAL REPORTS – 9:40 P.M.

12. [Check Register for the period of June 10-July 28, 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 on Wednesday, August 25, 2021, at 7:00 p.m.

**MINUTES OF A REGULAR MEETING
OF THE CITY COUNCIL OF THE CITY OF CALABASAS, CALIFORNIA
HELD WEDNESDAY, JUNE 23, 2021**

Mayor Bozajian called the Closed Session to order at 6:07 p.m. via Zoom Teleconferencing.

1. Conference with Legal Counsel; Existing Litigation
(Gov. Code Section 54956.9(d)(1))
Case Name: THNC Canyon Oaks LLC v. City of Calabasas, et al.,
Los Angeles County Superior Court Case No. 21STCP01819

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

Mayor Bozajian called the Open Session to order at 6:44 p.m. via Zoom Teleconferencing.

ROLL CALL

Present: Mayor Bozajian, Mayor pro Tem Maurer, Councilmembers Kraut, Shapiro and Weintraub
Absent: None
Staff: Ahlers, Hall, Hernandez, Howard, Meik, McConville, Summers and Yalda

Mr. Summers reported that the City Council met in Closed Session prior to this meeting to consider litigation. The City Council provided direction to defend the matter.

PLEDGE OF ALLEGIANCE

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

APPROVAL OF AGENDA

Councilmember Kraut 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

ADJOURN IN MEMORY

➤ Harold Arkoff

Mayor Bozajian presented certificate of adjournment to the Arkoff family.

Members of the Council expressed condolences to the Arkoff family.

John Suwara expressed his condolences to the Arkoff family.

Dan and Vicki Arkoff expressed gratitude to the Council for the tribute to their father.

PRESENTATIONS

- To Albertson's employees for their work at the AHCCC Covid-19 vaccination clinic

Mayor Bozajian and Councilmembers expressed appreciation to Shoula Golfeiz, Spencer Brown and Patrick Castillo for collaborating with the City and organizing a vaccination clinic.

Shoula Golfeiz expressed appreciation to everyone who participated.

- By Commissioner Brian Stecher, Los Angeles County Citizens Redistricting Commission

Mr. Stecher presented an overview of the Los Angeles County Citizens Redistricting process.

ORAL COMMUNICATIONS – PUBLIC COMMENT

Pam Evans and Priscila Lee spoke during public comment.

ANNOUNCEMENTS/INTRODUCTIONS

Members of the Council made the following announcements:

Mayor pro Tem Maurer

- Extended an invitation to the Senior Center's 5-year birthday celebration on June 25.

Councilmember Weintraub

- Encouraged eligible residents to schedule their vaccine as soon as possible.
- The City was informed of a large party scheduled on June 26. Authorities and Code Enforcement are prepared to take action.

Councilmember Shapiro

- Tickets to the 4th of July Spectacular at Calabasas High School are almost sold out.
- The Sunset Concert Series at Calabasas Lake will be begin on July 18. More information available on the City's website.

Mayor Bozajian

- A Special City Council meeting is scheduled on June 29 to discuss the American Rescue Plan Act's Coronavirus State and Local Fiscal Recovery Funds.
- The City Council is taking a summer break; and the next regular City Council meeting is scheduled on August 11.

CONSENT ITEMS

Councilmember Weintraub requested Item No. 4 be pulled from Consent.

Councilmember Kraut requested Item No. 5 be pulled from Consent.

1. Approval of minutes of May 26, 2021
2. Recommendation to approve a Professional Service Agreement with Ideal General Services for the City's Dial-A-Ride services for three years with a total contract cost of \$743,904 for three years, expiring on June 30, 2024, with an option of three one-year extensions in an amount not to exceed \$268,632 per year
3. Recommendation to approve a Professional Services Agreement with Ventura Transit System, Inc. for the City's operation and maintenance of public transit and transportation services for three years with a total contract cost of \$916,920 for three years, expiring on June 30, 2024, with an option of two one-year extensions in an amount not to exceed \$353,700 per
4. Adoption of Resolution No. 2021-1735, reaffirming and extending the existence of a Local State of Emergency due to the Novel Coronavirus Covid-19 Pandemic

5. Approval of amendment to the Agreement with the Calabasas Chamber of Commerce to provide services and activities to address the negative economic impacts of Covid-19; and direct staff to include \$50,000.00 in American Rescue Plan funds in the FY 2021-22 budget
6. Recommendation to approve an amendment for Professional Service Agreement with Top Seed Tennis Academy, Inc., for a month-to-month agreement
7. Recommendation to approve an amendment of a Professional Services Agreement with Little Learners, LLC for the operation of after school and seasonal camp programs
8. Appointments to the Agoura Hills/Calabasas Community Center Joint Powers Authority Board
9. Authorization to approve and add Amendment No. 1, for additional funding in the amount of \$525,250 to the Professional Services Agreement with Venco Western, Inc. for regular monthly landscape maintenance and authorized unexpected emergency work for nine (9) City parks of the City of Calabasas
10. Recommendation to authorize two extensions of the existing Solid Waste Collection Franchise Agreement with Waste Management and approve Amendment No. 2 to the Agreement
11. Recommendation to award a construction contract for the 2021 Street Resurfacing Project, Specification No. 20-21-02, to Onyx Paving Company, Inc. for the total amount of \$666,000
12. Recommendation to approve a Professional Services Agreement with Siemens Mobility, Inc. for installation of uninterrupted power supply systems for traffic signals within the City of Calabasas (10 locations) in an amount not to exceed \$90,525
13. Recommendation to approve Amended Agreement for Legal Services with Colantuono, Highsmith & Whatley, PC
14. Adoption of Resolution No. 2021-1738, levying special taxes within the City of Calabasas Community Facilities District No. 98-1, Special Tax Refunding Bonds, Series 2018; and adoption of Resolution No. 2021-1739, levying special taxes within the City of Calabasas Community Facilities District No. 2001-1, Special Tax Refunding Bonds, Series 2017

Mike McNutt and Mark Levinson spoke on Consent Item No. 5.

After discussion, Councilmember Weintraub moved, seconded by Mayor pro Tem Maurer to approve Consent Items Nos. 1-14. MOTION CARRIED 5/0 by Roll Call Vote as follows:

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

The meeting recessed at 8:10 p.m.

The meeting reconvened at 8:21 p.m.

BUDGET WORKSHOP

15. Discussion of and direction to staff on the FY2021-2022 and FY 2022-2023 budget

Mr. Meik and Mr. Ahlers presented the report.

PUBLIC HEARING

16. Adoption of Resolution No. 2021-1736, approving the operating and capital improvement budgets for July 1, 2021 through June 30, 2023, providing for the appropriations and expenditures for all sums set forth in said budget; adoption of Resolution No. 2021-1737, establishing the appropriations limit for Fiscal Year 2021-2022; and adoption of Resolution No. 2021-1740, approving a salary schedule for permanent employees and rescinding Resolution No. 2020-1689

Mayor Bozajian opened public hearing.

Brian Cameron and Norma Citron spoke on Item No. 16.

Mayor Bozajian closed the public hearing.

After discussion, Mayor pro Tem Maurer moved, seconded by Councilmember Weintraub to adopt Resolution No. 2021-1736, approving the operating and capital improvement budgets for July 1, 2021 through June 30, 2023; adopt Resolution No. 2021-1737, establishing the appropriations limit for Fiscal Year 2021-2022; adopt Resolution No. 2021-1740, approving a salary schedule for permanent employees; and allocate of up to \$24,000 for the Beach Bus, up to \$15,000 for Dodger Night, up to \$20,000 for Open Space, up to \$50,000 for the Climate Action Plan, up to \$70,000 for Deferred Compensation and up to \$25,000 towards a Fire Safe Council

and \$3,500 for the Senior Center/Caring Calabasas. **MOTION CARRIED 5/0 by Roll Call as follows:**

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

17. Public Hearing regarding Landscape Lighting Act District Nos. 22, 24, 27 and 32 Levy of Assessments, Adoption of Resolution 2021-1733, approving a Final Engineer's Report in Connection with Landscape Lighting Act District Nos. 22, 24, 27 and 32, and Confirming Diagrams and Assessments for such Districts For Fiscal Year 2021-2022

Mayor Bozajian opened public hearing.

Mayor Bozajian closed the public hearing

Councilmember Shapiro moved, seconded by Councilmember Kraut to approve Item No. 17. MOTION CARRIED 5/0 by Roll Call Vote as follows:

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

INFORMATIONAL REPORTS

18. Check Register for the period of May 13-June 9, 2021

No action taken on this Item.

TASK FORCE REPORTS

Councilmember Kraut reported on a meeting with the Tree People on June 2 to discuss Headwaters Corner. He also reported his participation in a virtual meeting to welcome Kevin Gaston and Jeremy Wolf to the Headwaters Board on June 21. Lastly, he reported his attendance to the Government Affairs meeting with the Calabasas Chamber of Commerce.

Councilmember Shapiro reported his participation in a SCAG Legislative Committee meeting. He also reported that Councilmember Weintraub and he attended A.C. Stelle's Culmination. Additionally, he attended the VICA Hall of Fame Dinner on behalf of the City. Lastly, he reported he would be attending a Valley Economic Alliance meeting.

Councilmember Weintraub reported her attendance to a COG meeting where Terry Dipple and Gabriel Graham's contract were renewed.

Mayor Bozajian reported that the AHCCC Board would be meeting on June 24 to confirm Peter Kraut to the Board and Jerry Viner as a Board member. Additionally, CCCA and the League have confirmed their schedules for the remainder of the year as they resume in-person meetings through August.

CITY MANAGER'S REPORT

Mr. Meik reported that the August 11 Council meeting will be conducted via Zoom teleconferencing, however, the return of in-person and/or hybrid meetings will be discussed in the near future.

FUTURE AGENDA ITEMS

Mayor Bozajian requested a confidential memo from the City Attorney prior to the next Council meeting regarding the impact the housing bills would have on the City should they pass.

Councilmember Weintraub requested that such memo include what authority HOAs CC&R's have and their implications.

ADJOURN

The meeting adjourned in memory of Harold Arkoff at 10:27 p.m. to a special meeting scheduled on Tuesday, June 29, 2021, at 6:30 p.m.

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

**MINUTES OF A SPECIAL MEETING
OF THE CITY COUNCIL OF THE CITY OF CALABASAS, CALIFORNIA
HELD TUESDAY, JUNE 29, 2021**

Mayor Bozajian called the meeting to order at 6:32 p.m. via Zoom Teleconferencing.

ROLL CALL

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

Absent: None

Staff: Ahlers, Hernandez, McConville, Meik, Mendoza, Petros and Summers

PLEDGE OF ALLEGIANCE

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

APPROVAL OF AGENDA

Councilmember Kraut moved, seconded by Councilmember Shapiro 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

ANNOUNCEMENTS/INTRODUCTIONS

Members of the Council made the following announcements:

Mayor pro Tem Maurer

- Wished everyone a Happy 4th of July.

Councilmember Shapiro

- Wished everyone a Happy Independence Day. He also urged everyone to continue to wear a mask.

Councilmember Weintraub

- Reported that only 73.9 percent of residents 16 and over have been vaccinated; encouraged eligible residents to schedule their vaccine as soon as possible.
- Wished everyone a Happy 4th of July

Mayor Bozajian

- Reported that the 4th of July Spectacular concert begins at 6 p.m.

- Extended an invitation to the Summer Concert Series at Calabasas Lake beginning July 18.
- Reported that the Council would be taking a summer recess. City Council meetings will resume on August 11.

ORAL COMMUNICATIONS – PUBLIC COMMENT

None.

NEW BUSINESS

1. Recommendation to approve an expenditure plan for monies received from the American Rescue Plan Act’s Coronavirus State and Local Fiscal Recovery Fund

Mr. Meik presented the report.

Carol Davis, Charlotte Meyer, Mark Citron, Mike McNutt and Bridget Karl spoke on Item No. 1.

Councilmember Kraut moved, seconded by Councilmember Weintraub to approve \$125,000 to upgrade the TV Control Room and \$5,000 for the Senior Center/Caring Calabasas. MOTION CARRIED 5/0 by Roll Call Vote as follows:

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

The meeting recessed at 8:09 p.m.
The meeting reconvened at 8:19 p.m.

CONTINUED BUSINESS

2. Approve an appropriation amount for a one-time “Hero/Hazard” Premium Pay Program for frontline grocery workers

Matthew Plotkin, Sloane Balkwill, Jill Whitney, Jake Dodd and Maria spoke on Item No. 2

Mayor pro Tem Maurer moved, seconded by Councilmember Weintraub to approve up to \$334,000 of the anticipated \$5.7 million in American Rescue Plan Act (ARPA) monies to fund the one-time “Hero/Hazard” Premium Pay Program to frontline grocery workers. MOTION CARRIED 5/0 by Roll Call Vote as follows:

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

TASK FORCE REPORTS

Councilmember Shapiro reported his attendance to a Valley Economic Alliance Board meeting.

CITY MANAGER'S REPORT

None.

FUTURE AGENDA ITEMS

Mayor Bozajian requested a memorandum from the City Attorney regarding SB9 and SB10 for the August 11 Closed Session. Additionally, he extended an invitation to the LOCC – Los Angeles County Division Annual Installation dinner hosted by the City where he will be installed as President for the coming year.

ADJOURN

The meeting adjourned at 9:09 p.m. to a regular meeting scheduled on Wednesday, August 11, 2021, at 7:00 p.m.

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



CITY of CALABASAS
CITY COUNCIL AGENDA REPORT

DATE: AUGUST 2, 2021

TO: HONORABLE MAYOR AND COUNCILMEMBERS

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

**SUBJECT: RECOMMENDATION TO APPROVE A PROFESSIONAL SERVICES
AGREEMENT WITH MNS ENGINEERS, INC. FOR MULHOLLAND
HIGHWAY IMPROVEMENTS DESIGN IN THE AMOUNT NOT TO EXCEED
\$765,181**

**MEETING
DATE: AUGUST 11, 2021**

SUMMARY RECOMMENDATION:

Staff recommends that the City Council approve a professional services agreement with MNS Engineers, Inc. for Mulholland Highway Improvement design in the amount not to exceed \$762,181.

DISCUSSION/ANALYSIS:

Public Works staff issued a "Request For Proposal" (RFP) to prepare plans, specifications and estimates for the Mulholland Highway Improvements on March 4, 2021.

Five firms responded to the RFP. An interview was conducted to review, evaluate, and rate all five firms. The interview panel comprised of Public Works engineering staff, Chair of Traffic and Transportation Commission and the City of Malibu Public Works Director. The rating criteria included approach and understanding of the scope and needs of the project, conformance to the requirements of the RFP, prior experience with similar scope of work, delivery, and cost.

Based on the aforementioned criteria, MNS Engineers, Inc. was ranked first. A copy of their proposal is attached to the proposed professional services agreement. MNS's proposed fee for this project is \$765,181.

Staff has checked the references provided in MNS's proposal and received favorable reports about the competency and reliability of the company as well as the quality of the design projects that they have completed. The proposed professional services agreement is shown in Attachment A.

Staff anticipates that the design will be completed by April 2022 and construction to begin in the summer of 2022.

FISCAL IMPACT/SOURCE OF FUNDING:

The project will be funded through the Measure M Active Transportation funds. Staff is requesting to create an expenditure account for the project and allocate funds from Fund 39 to use for costs associated with the project.

REQUESTED ACTION:

Staff recommends that the City Council approve a professional services agreement with MNS Engineers, Inc. for Mulholland Highway Improvement design in the amount not to exceed \$762,181.

ATTACHMENTS:

Attachment A - Professional Services Agreement with MNS Engineers, Inc.



PROFESSIONAL SERVICES AGREEMENT

CONTRACT SUMMARY

Name of Contractor:	MNS Engineers, Inc.
City Department in charge of Contract:	Public Works
Contact Person for City Department:	Tatiana Holden, P.E., Senior Civil Engineer
Period of Performance for Contract:	June 25, 2021 – June 30, 2022
Not to Exceed Amount of Contract:	\$765,181.00
Scope of Work for Contract:	Mulholland Highway Improvements Design (PS&E)

Insurance Requirements for Contract:

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

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
(MNS Engineers, Inc.)

1. IDENTIFICATION

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

2. RECITALS

- 2.1 City has determined that it requires the following professional services from a consultant: ***Engineering and Design Services - preparation of plans, specification and estimates (PS&E) for the Mulholland Highway Improvements Project.***
- 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.
- 2.3 At the time of execution of this contract, the City is operating under a Local State of Emergency, as declared by the City Manager due to the COVID-19 pandemic on March 16, 2020 and ratified by the City Council later on March 16, 2020. The City is entering into this contract at this time, in the manner entered into, only to continue existing services, consistent with the City’s existing budget, vendor selection processes, and Council policy directions, subject to an absolute cap of \$60,000 for all services provided under this contract.

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 ***April 8, 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 ***May 13, 2021*** fee schedule to City attached hereto as Exhibit B and incorporated herein by this reference.

Initials: (City) _____ (Contractor) _____

3.3 “Commencement Date”: June 25, 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 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 *Seven Hundred Sixty Five Thousand One Hundred Eighty One* Dollars (\$765,181.00) unless specifically approved in advance and in writing by City.
- 5.2 Consultant shall perform all work to the generally accepted professional standards of Consultant’s profession and in a manner reasonably satisfactory to City. Consultant shall at all times, exercise standards of care to 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. **Michael Ip, P.E., QSD** shall be Consultant’s project administrator and shall have direct responsibility for management of Consultant’s performance under this Agreement. No change shall be made in Consultant’s project administrator without City’s prior written consent.

6. COMPENSATION

Initials: (City) _____ (Contractor) _____

- 6.1 City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept in full satisfaction for such services, payment in accordance with the Approved Fee Schedule.
- 6.2 Consultant shall submit to City an invoice, on a monthly basis or less frequently, for the services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period and the amount due. Within ten business days of receipt of each invoice, City shall notify Consultant in writing of any disputed amounts included on the invoice. Within thirty calendar days of receipt of each invoice, City shall pay all undisputed amounts included on the invoice. City shall not withhold applicable taxes or other authorized deductions from payments made to Consultant.
- 6.3 Payments for any services requested by City and not included in the Scope of Services shall be made to Consultant by City on a time-and-materials basis using Consultant's standard fee schedule. Consultant shall be entitled to increase the fees in this fee schedule at such time as it increases its fees for its clients generally; provided, however, in no event shall Consultant be entitled to increase fees for services rendered before the thirtieth day after Consultant notifies City in writing of an increase in that fee schedule. Fees for such additional services shall be paid within sixty days of the date Consultant issues an invoice to City for such services.

7. OWNERSHIP OF WRITTEN PRODUCTS

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

8. RELATIONSHIP OF PARTIES

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

9. CONFIDENTIALITY

All data, documents, discussion, or other information developed or received by

Initials: (City) _____ (Contractor) _____

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, employees and volunteers should, to the fullest extent permitted by law, including the provisions of Civil Code 2782.8, as made effective January 1, 2018, 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, 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, or subcontractors in the performance of this Agreement but only on a percentage basis of fault determined by a court of competent jurisdiction. . Such costs and expenses shall include reasonable attorneys' fees.
- 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 subconsultant or any other person or entity involved by, for, with or on behalf of

Initials: (City) _____ (Contractor) _____

Consultant in the performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations from others as required herein, Consultant agrees to be fully responsible and indemnify, hold harmless and defend City, its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant's subcontractors or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice.

- 10.6 City does not, and shall not waive any rights that it may possess against Consultant because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

11. INSURANCE

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

11.1.1 Commercial General Liability Insurance with coverage limits of not less than One Million Dollars (\$1,000,000) including products and operations hazard, limited 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.

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

- 11.2 Consultant shall require each of its subcontractors to maintain insurance coverage

Initials: (City) _____ (Contractor) _____

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 licensed 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, 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 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.

Initials: (City) _____ (Contractor) _____

- 11.10 Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of City, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Consultant shall procure a bond guaranteeing payment of losses and expenses.
- 11.11 Procurement of insurance by Consultant shall not be construed as a limitation of Consultant's liability or as full performance of Consultant's duties to indemnify, hold harmless and defend under Section 10 of this Agreement.

12. MUTUAL COOPERATION

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

13. RECORDS AND INSPECTIONS

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

14. PERMITS AND APPROVALS

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

15. NOTICES

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

Initials: (City) _____ (Contractor) _____

If to City

City of Calabasas
100 Civic Center Way
Calabasas, CA 91302
Attn: **Tatiana Holden**
Telephone: (818) 224-1600
Facsimile: (818) 225-7338

If to Consultant:

MNS Engineers, Inc.
4580 E. Thousand Oaks Blvd.,
Suite 101
Westlake Village, CA 91362
Attn: **Michael Ip**
Telephone: (805) 719-9807
Facsimile: (805) 648-4840

With courtesy copy to:

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

16. SURVIVING COVENANTS

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

17. TERMINATION

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

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

Initials: (City) _____ (Contractor) _____

18. GENERAL PROVISIONS

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

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

Initials: (City) _____ (Contractor) _____

Initials: (City) _____ (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

“Consultant”
MNS Engineers, Inc.

By: _____
James R. Bozajian, Mayor

By: _____
Shawn Kowalewsky, P.E., Vice President

Date: _____

Date: _____

By: _____
Kindor Meik, City Manager

By: _____
Michael Ip, P.E., QSD, Project Manager

Date: _____

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: _____
Matthew T. Summers
Colantuono, Highsmith & Whatley, PC
City Attorney

Date: _____

EXHIBIT A
SCOPE OF WORK

Scope of Work

TASK 1 Plans, Specifications, and Estimates (PS&Es)

MNS's design will be based on the procedures, guidelines, standards, and the code contained in the current editions of the publications listed below:

- City of Calabasas Design Standards and Specifications/ Municipal Codes
- Standard Plans (LA County, Standard Plans for Public Works Construction and American Association of State Highway and Transportation Officials (AASHTO))
- California Manual of Uniform Traffic Control Devices (Caltrans)
- The "Greenbook", Standard Specifications for Public Works Construction (American Public Works Association)
- LACDPW Road Design Information (Chapter 44)
- A Policy on Geometric Design of Streets and Highways, and Roadside Design (AASHTO)
- Caltrans Highway Design Manual

A Data Collection and Site Visit

MNS will obtain and review available reports, maps, data, infrastructure improvement plans, and any applicable previous studies that have been conducted in the vicinity of the project site.

B Survey and Mapping

MNS will perform field surveying and mapping in support of the roadway improvements identified in the Request for Proposal (RFP). Project control will be recovered from the aerial survey shown on the provided feasibility study plans performed by Michael Baker. New control will be established for future surveying tasks and construction staking. The survey mapping will include supplemental topography over the Phase 1 area and applicable areas over Phases 2 and 3. Supplemental surveying will include roadway cross sections at 50 foot intervals in applicable areas, intersections, slope elevations for retaining wall design, hardscape, drainage structures, driveway approaches, applicable trees (6 inches in diameter and above), and observable utilities pertaining to the new design features. MNS will prepare topographic base maps in AutoCAD at a scale of 1" = 20' with 1 foot contour intervals.

- *Assumptions: Survey control and aerial survey over the project limits has already been prepared and will be provided by the City.*

MNS will retrace the applicable right-of-way (ROW) and adjacent property boundaries where proposed ROW impacts and

temporary construction easements (TCEs) are identified on the feasibility study plans. This retracement will be based upon field monumentation and record map information.

Legal descriptions and plats for temporary construction and permanent easements will be prepared in support of the acquisition services.

- *Assumption: This scope of work does not include the cost of acquiring title reports. This scope of work only includes retracement of centerlines and right of way over applicable impact areas. It includes the legal/plat for three temporary and one permanent easement (four total).*

C Geotechnical Study

MNS team member, Oakridge Geoscience, Inc. (OGI) will characterize the earth materials in the proposed improvement areas and provide geotechnical input for the proposed new traffic signal, retaining walls, erosion control, and pavement section. Based on our initial data review and site reconnaissance, the soil and rock materials exposed along project alignment consist of alluvial soil and bedrock of the Monterey, Topanga, and Conejo volcanics formations. We propose to explore and sample the Phase 1 locations using a drill rig and the Phase 2 locations using a combination of drill holes and backhoe test pits to obtain samples for laboratory shear strength testing for wall design depending on utility constraints.

Data Review and Project Coordination

We will review readily available published geologic and geotechnical data from online sources and data provided to by the City of Calabasas for nearby sites. The City may have useful existing geotechnical data used to understand the on-site soil and groundwater conditions. We also will review pertinent references from the California Geologic Survey (CGS) and State Water Resources Control Board Geotracker Database.

Prior to initiation of the field program, we will perform a site reconnaissance to locate and mark the exploration locations for utility coordination with Underground Service Alert (USA). OGI will not be responsible for mis- or unlocated utilities.

We will apply for an encroachment permit from the City, if required. We have assumed the encroachment permit will be a no-fee permit and no other permits or rights-of-entry will be required.

Field Exploration

Phase 1. Based on review of published geologic mapping and preliminary geologic report, the Phase 1 wall locations soil support is anticipated to consist of alluvial deposits. We propose



to advance a hollow-stem-auger drill hole to a depth of about 20 feet at the traffic signal and Phase 1 wall locations. If a drill hole cannot be advanced near the site due to utility conflicts, we will utilize a backhoe test pit to a depth of about five feet to explore the subsurface conditions. We anticipate that all explorations will be advanced in soil along the shoulders of the existing road in each of the Phase 1 explorations locations. We have assumed the City will provide a no-fee encroachment permit access for the explorations at no cost to OGI.

Driven and bulk samples will be collected at selected intervals within the explorations for evaluation and testing of the subgrade soils. Our field geologist will log the recovered samples in general accordance with ASTM D2488 for visual soil classification. Depending on the type of explorations advanced, the backhoe test pits will be filled with the excavated materials and either wheel-rolled or bucket tamped, and the drill holes will be backfilled with the excavated cuttings mixed with cement to make soil-cement. Excess cuttings will be spread in earthen areas on-site.

Phase 2. Phase 2 explorations would likely consist of shallow rock core holes to obtain samples of the rock materials for laboratory shear strength testing. If rock core holes cannot be advanced, an alternative approach such as shallow core holes advanced with concrete coring equipment may be utilized to obtain samples of the rock for shear strength testing.

Laboratory Testing

Laboratory tests will be performed on selected samples recovered in the field exploration. Actual tests will be based on the results of the field programs, however, we anticipate the geotechnical laboratory testing program could consist of moisture/density evaluations, classification tests (grain size, fines content, and plasticity), strength, corrosion (pH, resistivity, chlorides, and sulfates), and rock compressive strength.

Geotechnical Evaluation and Reporting

We will summarize the subsurface soil and groundwater conditions encountered at the exploration locations based on the work performed. We have assumed a base map of the project site will be provided to us prior to initiation of field exploration.

Factual data, including test pit, drill hole logs, and geotechnical laboratory data will be presented in a written report that will summarize:

- Summary of soil and groundwater conditions encountered
- Shallow foundation design parameters and lateral loading for retaining walls founded on alluvial soils
- Rock strength parameters for soil nail/rock bolt design
- Estimated settlement at wall locations

- Anticipated excavation conditions
- Earthwork and grading recommendations
- Seismic design parameters per 2019 CBC
- Pavement structural section

One electronic copy (PDF) of the geotechnical report will be provided via email.

Assumptions

- *The proposed scope of services does not include any environmental assessments or evaluations for the presence or absence of mold and/or hazardous/toxic materials in the soil, surface water, groundwater, or atmosphere.*
- *All necessary permits or rights-of-entry will be provided at no cost to OGI.*
- *OGI will not be responsible for damage to underground utilities that are not marked or are improperly marked.*
- *No tree or brush removal to create access for the exploration equipment is included in the estimated fee.*
- *The City will provide a no-fee encroachment permit at no cost to OGI.*

D Utility Research/Coordination

MNS will perform utility coordination necessary to determine and identify locations of utilities and facilities as well as future utility locations. MNS will prepare and send an official first notice regarding the proposed project to the utility providers within the project limits. We will use DigAlert to provide a listing of providers and contacts for notification. The notice will include a description of the project and a request for record information related to utilities within the vicinity of the project. The notification will also include a request for procedural information related to coordination for construction (i.e. notification requirements, responsible party for utility adjustments both cost and physical work, etc.). We will compare utility records with our site survey and field visits.

Upon completion of the design plans, MNS will prepare a second notice for review of the proposed improvements and a request for relocation plans as necessary. A utility coordination spreadsheet will be prepared that will list and track the utility coordination efforts.

E 30% Plans

Based on feasibility study, topographic mapping, field survey, geotechnical studies, and design parameters, MNS team will prepare 30% plans (geometric approval drawings), including typical sections, construction centerline, existing right-of-



way, extent and limits of the roadway improvements, drainage facilities, retaining structures, erosion control, barriers, guardrail, and existing utilities. The anticipated sheets are:

- Title Sheet
- Typical Sections (two sheets)
- Street Improvement Plan and Profile—Phase 1 at 1"=40' H and 1"=8' V scale (four sheets)
- Street Plan—Phases 2 and 3 at 1"=40' scale (11 sheets)
- Striping Plan at 1"=40' scale (seven sheets)

MNS will prepare the engineer's opinion of probable construction cost for the proposed improvements based the proposed improvements in the feasibility study.

F Value Analysis

The project will design and construct Phase I improvements of MH, between Old Topanga Canyon Road (East) and Old Topanga Canyon Road (West), including a new traffic signal at the intersection of MH and Old Topanga Canyon Road (West).

MNS will work with the City staff to analyze deficiencies and problems of the project area between Old Topanga Canyon Road (West) and the southern City limit, prioritize project needs for consequent project phases II and III, and develop the associated costs of the proposed improvements. Higher priority improvements will be constructed in Phase II.

As part of this analysis, we will look in alternative retaining systems—namely Tecco netting or shotcrete facing to slope with soil nail/rockbolt which may be more cost effective and have less constructability concerns than reinforced concrete walls on piles. We also will continue to refine the roadway alignment to minimize impacts to oak trees, utilities, and property owners.

G 60% Plans and Estimate

Based on discussions with City staff regarding the improvement priorities, we will prepare the three phases of operational and safety improvements for the corridor. We will divide the plan set into Phase 1 and Phases 2 and 3.

We will update the 30% plan sheets and prepare the following sheets:

Phase 1. From Old Topanga Canyon Road (East) to Old Topanga Canyon Road (West)

- General Notes, Abbreviations, Legends
- Demolition and Utility Disposition Plan at 1"=20' scale (two sheets)

- Grading Plan at 1"=20' scale (two sheets)
- Drainage Plan and Profile at 1"=20' scale (one sheet)
- Signing and Striping Plan at 1"=40' scale (two sheets)
- Traffic Signal Plan at 1"=20' scale (one sheet)
- Soil Nail Retaining Wall No. 7 Plan at 1"=10' scale (one sheet)
- Convention Retaining Walls No. 6 and 8 Plan at 1"=10' scale (two sheets)
- Wall Section (two sheets)
- Wall Details (one sheet)

Phases 2 and 3. From Old Topanga Canyon Road West to Southerly City Limit

- Demolition and Utility Disposition Plan (double stacked) at 1"=20' scale (11 sheets)
- Grading Plan at 1"=20' scale (11 sheets)
- Drainage Plan and Profile at 1"=20' scale (five sheets)
- Signing and Striping Plan (double stacked) at 1"=40' scale (six sheets)
- Soil Nail Retaining Walls No.1 and 2 Plan at 1"=10' scale (three sheet)
- Convention Retaining Wall No. 4 Plan at 1"=10' scale (two sheets)
- Wall Details (two sheets)
- Wall Section (three sheets)
- Erosion Control Plan at 1" = 20' scale (six sheets)

As discussed in the feasibility study, there are two and ten drainage cross culverts to be extended, modified or replaced in Phase 1 and Phases 2 and 3 respectively. Based on our research of Los Angeles County Department of Public Works' (LACDPW) Storm Drain GIS website, LACDPW does not own or maintain any of the drainage facilities along Mulholland Highway. We assume there will be no LACDPW involvement related to storm drain on this project.

Per the retaining walls identified in the feasibility study, we assume the proposed retaining walls No. 1, 2, and 7 will be shotcrete facing to slope with soil nail/rockbolt. Retaining walls No. 4, 6, and 8 will be conventional stem walls of caisson walls. Retaining wall plans will include associated structure plans, elevations, cross sections and design details.

For the six erosion control areas identified, we will propose Tecco netting, Geobrug type debris fence at toe of slope, or shotcrete facing to slope with soil nail/rockbolt. Permanent erosion control improvements are only proposed in these areas and not the whole corridor.



A project grading plan is not anticipated as the project is a roadway shoulder widening project. Grading is expected to be shown in the retaining wall and erosion control plans where there will be slope disturbances.

We will provide preliminary construction cost estimates. We will work closely with the project construction budget to keep the project within the budget goals.

H 90% Plans, Specifications, and Estimates (PS&Es)

Based on the City’s 60% comments, we will prepare a complete draft PS&E package. We will update the 60% plans and prepare the following plan sheets:

Phase 1. From Old Topanga Canyon Road (East) to Old Topanga Canyon Road (West)

- Construction Details—Curb Ramps and Miscellaneous (two sheets)
- Construction Details—Driveways (one sheet)
- Drainage Details (one sheet)

Phases 2 and 3. From Old Topanga Canyon Road West to Southerly City Limit

- Construction Details—Driveways and Intersections (six sheet)
- Construction Details—Miscellaneous (two sheets)
- Drainage Details (three sheets)
- Erosion Control Details (three sheets)

Temporary traffic control plans are assumed to be prepared by the contractor.

We will prepare the construction specifications consistent with City format.

We will prepare an engineer’s construction cost estimate based on the itemized quantity take-off from the contract documents. Submittal of the engineer’s construction cost estimate will be in a spreadsheet format. The estimate will be in the form of a completed bid sheet or schedule, showing quantities, unit prices, and totals for all items of work. The basis for any recommended lump sum bid items will be provided.

I Calculations

MNS will prepare a preliminary hydrology and hydraulic study following LACDPW Hydrology and Low Impact Development (LID) Manual for the proposed drainage improvements as part of the 60% submittal and the final study as part of the 90% submittal. However, we assume there will be no LACDPW

involvement related to the storm drain improvements on this project.

Retaining structure calculations will be provided as part of 60% and 90% design submittal.

J Stormwater Pollution Prevention Plan (SWPPP)

MNS will prepare a SWPPP for use during construction of the project. The SWPPP will comply with MS4 permit and General Construction permit requirements appropriate for the project. The SWPPP will include Temporary Water Pollution Control Plans at 1"=40' scale. The City will upload the SWPPP into the SMARTS.

K Final (100%) PS&Es

Upon the receipt of the City’s 90% review comments, we will prepare the Final Bid Documents and Construction Specifications in accordance with City standards and best engineering practices including contract requirements (general provisions, technical specifications, bid instructions, and bid sheets) and permits as appendices.

All original sheets shall be stamped by a State of California Registered Civil Engineer. Sheet size shall be 24" x 36". We provide a digital file of the specification package in Microsoft Word format for Windows and AutoCAD files for all plan sheets.

TASK 2 Permitting and Environmental Documentation

MNS team member, Padre Associates, Inc. (Padre) will perform the permitting and environmental documentation for this project.

The following tasks are typically required for obtaining regulatory permits for culvert replacement or other work in streams and comprise our scope of work. These permits include a Nationwide Permit Verification from the Corps, Section 401 Water Quality Certification from the RWQCB and Streambed Alteration Agreement from CDFW.

This scope of work should be considered preliminary and will require modification based on the actual instream work planned.

- Preparation of a project description focusing on planned instream work.
- Preparation of a biological resources study to determine potential impacts to special-status species.
- Cultural resources record search for submittal with the US Army Corps of Engineers (USACE) permit application.
- Preparation of an aquatic resource delineation report for submittal with the USACE permit application.



- Preparation of a conceptual mitigation plan for submittal with permit applications.
- Completion of permit applications.
- Negotiation with regulatory agencies (in coordination with the City) to obtain regulatory permits.

TASK 3 Meetings and Workshops

- MNS will conduct an internal kick-off meeting with City staff.
- We will attend and support the City for two Community/Local Chamber of Commerce meetings/events after the completion of 30% design and 60% design.
- We will attend and provide support for City staff for one Commission meeting.
- We will attend and provide support for City Staff for one City Council meeting.

TASK 4 Construction Bid Documents

MNS will provide the following construction bid documents to the City:

- One full-size set of final plans (24" x 36") as original drawing plans to the City, with each page stamped and signed by a State of California Registered Civil Engineer.
- Two unbound copies of half-size (11" x 17") final plans of the final construction documents (100% construction).
- Two unbound copies of project construction specifications that address all final review comments.
- Provide one set of compact discs (CDs) or DVDs containing electronic copies of final construction plans and specifications, both in AutoCAD and Microsoft Word and in PDF format. All non-PDF files shall be interactive files, not "read only." A copy of the final Engineer's Opinion of Cost spreadsheet will be on these discs in electronic format.
- One hard copy of the final Engineer's Opinion of Cost, stamped and signed by a State of California Registered Civil Engineer.

TASK 5 Construction Bidding Procedure

MNS will support the City during the bid phase. We will perform the following:

- Attend the mandatory pre-bid meeting with the selected construction contractor.
- Bidding procedures shall be the responsibility of the City, but any necessary corrective action shall be in the form of an addendum prepared by the Consultant.
- Draft responses to bidders' inquiries as requested by the Director of Public Works.

- Provide City with a hard copy and electronic (Microsoft Word) of the Draft Bidder Inquiry Responses.

TASK 6 Construction Support Phase

MNS will provide design support services during the construction phase.

- Construction oversight of the project phases shall be the responsibility of the City. Coordinate and correspond by phone and e-mail with City construction management staff on a regular basis.
- During the construction phase, work closely with City within the budget allotted to assist and advise the City in order to minimize construction conflicts and to expedite project completion.
- Attend the pre-construction meeting and up to 10 construction meetings.
- Review up to 25 submittals and shop drawings.
- Respond up to 25 contractor's requests for information (RFIs).
- Review proposed change orders and draft change order language as requested by the City.
- Provide periodic field review of improvements during construction.
- Interact with material testing consultant.
- Prepare an As-Built record drawing set based on red-line mark ups. Review record of changes occurring during the construction phase and verify red-lined plans reflect changes that occurred during construction.

TASK 7 Optional Tasks

Project Schedule/Meetings

This task was not specifically identified in the RFP. We could provide a project schedule in Microsoft Project, update periodically, and make adjustments if needed to ensure the project stays on track.

We could hold monthly project meetings to keep the primary stakeholders apprised of the project status and issues (up to 10).

Aerial Topographic Mapping

Michael Baker's feasibility study included concept plans with an aerial mapping of the corridor. If topographic mapping is not available from previous aerial mapping work, MNS can work with Central Coast Aerial Mapping to prepare a topographic mapping to be used for the final design.



Soil Infiltration Testing

OGI will perform two days of field work on the west side in the proximity of Old Topanga Canyon Road (West and East). The first day is to set up and presoak the area followed by the test the following day. We assume we can advance shallow locations by hand without mobilizing more equipment. If deeper tests are needed, we would need to coordinate with drilling for other areas and perform at same time. We assume areas are off roadway and no traffic control or other extra costs are required.

Oak Tree Survey

Padre will perform an oak tree survey under the direction of a certified arborist along the entire project alignment to facilitate oak tree avoidance during development of the engineering design and support oak tree permitting as applicable. The oak tree survey would be conducted consistent with the City's Oak Tree Preservation and Protection Guidelines. All oak trees with trunks located within the affected MH right-of-way at least two inches in diameter at breast height would be surveyed (trunk and canopy measurements), evaluated for health and aesthetics, tagged, and mapped.

Initial Study Checklist (Environmental)

Although the City has determined a categorical exemption is the appropriate environmental document to comply with the California Environmental Quality Act (CEQA), Padre proposes to prepare an Initial Study checklist to document the City's review for exemption (Section 15061 of the State CEQA Guidelines) and verify none of the exceptions apply (see Section 15300.2 of the State CEQA Guidelines). Exceptions that may prevent the use of categorical exemption may be a probable significant effect on the environment such as tree removal along a scenic corridor.

Project Presentation Exhibits and Graphics

MNS can prepare Microsoft PowerPoint presentations, exhibits, and 3D renderings in support of the Community, Commission and City Council meetings. We can prepare large boards for the Community meetings.

Permanent Stormwater Treatment Facilities

MNS can prepare permanent stormwater treatment plans and details for this project. Locations would be between Old Topanga Canyon Roads (West and East) as this area is the low point on MH. In addition, we could design treatment area/facility upstream existing catch basins or overside drains within the corridor when feasible.



EXHIBIT B
APPROVED FEE SCHEDULE



Mulholland Highway Improvements Design (PS&E)
Cost Proposal (05-13-2021)

Task Descriptions	Staff										Subconsultants & Other						Summary	
	Principal Engineer	Senior Project Engineer	Associate Engineer	Senior CADD Technician	Principal Surveyor	Associate Surveyor	Senior Land Title Analyst	Party Chief Prevailing Wage	Chainperson Prevailing Wage	MNS Resource Hours	MNS Resource Costs	DRS Engineering, Inc.	Oakridge Geoscience, Inc.	Fehrs & Peers	Padre Associates, Inc.	Central Coast Aerial Mapping	Reimbursable Expenses (Printing, Delivery, Etc.)	Total Costs per Task
Task I: Plans, Specs & Estimates (PS&E)																		
a) Data Collection / Site Visit	12		20							32	\$5,980							
b) Survey and Mapping																		
i) Field Survey					32	80		100	100	312	\$48,520					\$9,240		
ii) Right of Retracement					20	32	8	18	16	94	\$15,690							
iii) PE & TCE Legal & Sketch (4 Estimated)					8	12				20	\$3,680							
c) Geotechnical Study	8									8	\$1,920		\$71,760					
d) Utility Research/Coordination	24		40							64	\$11,960							
e) 30% Plans (25 Sheets)																		
Title Sheet (1 Sheet)	1		2	4						7	\$1,090							
Typical Sections (2 Sheets)	4		8	16						28	\$4,360							
Mulh Hwy Plan & Profile @1"=20'H (3 Sheets)	10		20	40						70	\$10,900							
Old Top Cyn Rd W Plan & Profile @1"=20'H (1 Sht)	4		8	16						28	\$4,360							
Mulholland Hwy Plan @1"=20' (11 Sheets)	20		80	40						140	\$22,600							
Striping @ 1"=40' (7 Sheets)	8		16	32						56	\$8,720							
Construction Cost Estimate	4		24							28	\$4,680							
f) Value Analysis	24		40							64	\$11,960	\$3,450						
g) 60% Plans & Estimate																		
Phase 1 (23 Sheets)																		
Update 30% Plans (7 Sheets)	8		20	40						68	\$10,420							
General Notes (1 Sheet)	1		2	4						7	\$1,090							
Demolition & Utility Disp. Plan @ 1"=20' (2 Sheets)	6		12	24						42	\$6,540							
Grading Plan @ 1"=20' (2 Sheets)	8		32	16						56	\$9,040							
Drainage Plan and Profile Plan @ 1"=20' (1 Sheet)	6		20	8						34	\$5,620							
Signing & Striping Plan @ 1"=40' (2 Sheets)	4		8	16						28	\$4,360							
Traffic Signal Plan @ 1"=20' (1 Sheet)	2		2							4	\$790			\$9,775				
Retaining Wall General Notes (1 Sheet)												\$1,725						
Soil Nail Wall Retaining Wall #7 (1 Sheet)	4		8							12	\$2,200	\$3,450						
Convention Retaining Wall #6 & #8 (2 Sheets)	8		16							24	\$4,400	\$6,325						
Wall Section (2 Sheets)	4		4							8	\$1,580	\$5,704						
Wall Details (1 Sheets)	2		2							4	\$790	\$2,875						
Phases 2 & 3 (67 Sheets)																		
Update 30% Plans (18 Sheets)	20		40	80						140	\$21,800							
Demolition and Utility Disposition Plans (11 Sheets)	25		50	100						175	\$27,250							
Grading Plan @ 1"=20' (11 Sheets)	25		100	50						175	\$28,250							
Drainage Plan and Profile Plan @ 1"=20' (5 Sheets)	20		64	32						116	\$19,040							
Signing & Striping Plan (6 Sheets)	8		16	40						64	\$9,800							
Soil Nail Wall Retaining Walls #1 & 2 (3 Sheets)	8		16							24	\$4,400	\$11,299						
Convention Retaining Wall #4 (2 Sheets)	6		12							18	\$3,300	\$7,188						
Wall Section (3 Sheets)	2		2							4	\$790	\$3,450						
Wall Details (2 Sheets)	2		2							4	\$790	\$2,300						
Erosion Control Plan @ 1"=20' (6 Sheets)	8		8							16	\$3,160	\$28,463						
Update Construction Cost Estimate	4		12							16	\$2,820			\$575				
h) 90% Plans, Specifications & Estimate																		
Phase 1 (26 Sheets)																		
Update 60% Plans (23 Sheets)	12	4	24	48						88	\$13,840	\$15,755		\$5,175				
Construction Details - Curb & Misc (2 Sheets)	4	1	10	20						35	\$5,400							
Construction Details - Dwy (1 Sheet)	3	1	6	12						22	\$3,460							
Phases 2 & 3 (81 Sheets)																		
Update 60% Plans (67 Sheets)	28	8	54	104						194	\$30,650	\$18,400						
Construction Details - Dwy & Ints (6 Sheets)	16	1	32	64						113	\$17,630							
Construction Details - Misc (2 Sheets)	6	1	14	28						49	\$7,580							
Drainage Details (3 Sheets)	12	1	24	48						85	\$13,270							
Erosion Control Details (3 Sheets)	3	1	3							7	\$1,375	\$6,900						
Prepare Draft Specifications	32	4								36	\$8,440	\$2,300		\$1,150				
Update Construction Cost Estimate	4	2	12							18	\$3,200	\$1,150		\$575				
i) H&H Study	24	2	80							106	\$18,540							
j) SWPPP	20	4	60	40						124	\$20,260							
k) Final (100%) PS&E	20	8	40	80						148	\$23,320	\$4,773		\$2,875				
Task II: Permitting & Environmental Doc	12									12	\$2,880				\$18,389			
Task III: Meetings and Workshops																		
a) Kickoff Meeting	3		2							5	\$1,030	\$633						
b) 2 community/local Chamber of Commerce Meetings/Events after 30% & 60%	8		8							16	\$3,160	\$1,265						
c) 1 Commission Meeting	2									2	\$480							
d) 1 City Council Meeting	2									2	\$480							
Task IV: Construction Bid Documents	2		6							8	\$1,410	\$575		\$575			\$2,000	
Task V: Construction Bidding Procedure																		
a) Attend Pre-bid meeting	2									2	\$480							
b) Prepare Addendums if any	8		16	12						36	\$6,020							
c) Response to Bidders	8		16							24	\$4,400	\$1,265		\$1,035				
d) Hard Copy of Draft Bidder Inquiry Responses	1		4							5	\$860							
Totals																		
Total Staff Hours	532	38	1,117	1,014	60	124	8	118	116	3127	\$512,815	\$129,243	\$71,760	\$21,735	\$18,389	\$9,240	\$2,000	\$765,181
Total Staff Costs	\$127,680	\$7,220	\$173,135	\$136,890	\$14,100	\$18,600	\$1,240	\$18,290	\$15,660									



CITY of CALABASAS

CITY COUNCIL AGENDA REPORT

DATE: AUGUST 2, 2021

TO: HONORABLE MAYOR AND COUNCILMEMBERS

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

SUBJECT: RECOMMENDATION TO APPROVE THE FUNDING AGREEMENT FOR THE AMOUNT OF SIX MILLION FIVE HUNDRED THIRTEEN THOUSAND TWO HUNDRED FIFTY DOLLARS (\$6,513,250) BETWEEN THE CITY OF CALABASAS AND LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY (METRO) FOR THE FUNDING OF MULHOLLAND HIGHWAY IMPROVEMENTS PROJECT

MEETING

DATE: AUGUST 11, 2021

SUMMARY RECOMMENDATION:

Staff recommends that City Council approve the funding agreement for the amount of six million five hundred thirteen thousand two hundred fifty (\$6,513,250) dollars between the City of Calabasas and Los Angeles County Metropolitan Transportation Authority (Metro) for the funding of Mulholland Highway Improvements Project.

DISCUSSION/ANALYSIS:

The Mulholland Highway Improvements Project limits are from Old Topanga Canyon Road (E) to the westerly City limits (border with Los Angeles County). This segment of Mulholland Hwy is classified as an Arterial in the City's General Plan and has one travel lane in each direction, separated by a solid double yellow centerline. Left turn lanes are striped at the intersections or driveways to the estates. Mulholland Hwy provides a crucial alternative route to access either the US-101 or the US-1 (Pacific Coast), connecting the Los Angeles and Ventura

counties, when there is closure to either one of these roadways due to major incident or fire. The posted speed limit is 45 mph.

The segment on Mulholland Hwy between the east leg and west leg of its intersection with Old Topanga Canyon Rd experiences heavy congestion during school pick-up and drop-off times. There are 17 reported accidents within this segment of roadway for the past five years. It has one of the highest accident rates in the City.

The proposed improvements for the project are to provide spot shoulder widening and walkway where it is feasible. Another improvement is to install a new traffic signal at Mulholland Hwy and Old Topanga Canyon Road (W). A traffic signal warrant study was conducted at the intersection. Results of the study showed that it met two vehicular volume warrants. Other improvements include LED speed feedback signs installed along the corridor to slow down traffic, LED flashing lights warning motorists at the approach to the curve, sight distance improvements, guardrail replacements and erosion controls.

This corridor is a popular route for recreational cyclists. The proposed shoulder improvements would improve bike safety along this route by reducing frictions between vehicular traffic and bicyclists. The City General Plan designates Mulholland Highway, within the project limits, as a Class II bike facility. However, providing a continuous bike lane is cost prohibitive due to existing road conditions. Mulholland Highway through this segment is lined, typically on both sides, by utilities, power poles, steep hillsides, drainage structures, and homes that constrain the widening capacity of the route. Widening beyond these existing features would significantly increase project cost. The project proposes to widen the paved shoulder width of Mulholland Highway, where feasible, to improve the rideability and use of the shoulder area for bicyclists. The widened area would provide a smooth consistent surface for bicyclist use and would relocate low cost, high impact roadside objects such as guardrail and fire hydrants to provide a wider, more consistent shoulder width. These improvements are likely to enhance safety for bicyclists and vehicles on the route by increasing the paved shoulder width.

Improving sight distance with cutbacks and a minor modification to the bends in the road would improve safety. Constructing retaining walls adjacent to unstable slopes would eliminate the roadway being closed due to mudslides and/or debris flow during a rainstorm or earthquake. In addition, new culverts will be constructed to replace existing culverts that are capable to handle 50-year storms.

Michael Baker International completed the Feasibility Study in December 2020. Design work for the project is scheduled to start in August 2021. The construction with duration of 14 months is projected to begin in June 2022.

FISCAL IMPACT/SOURCE OF FUNDING:

Design and construction of the project will be funded with Measure M funds from Metro for \$6,513,250. The requested funds should be deposited to the appropriate project account and that the budget be modified and adjusted accordingly.

REQUESTED ACTION:

Staff recommends that City Council approve the funding agreement for the amount of six million five hundred thirteen thousand two hundred fifty (\$6,513,250) dollars between the City of Calabasas and Los Angeles County Metropolitan Transportation Authority (Metro) for the funding of Mulholland Highway Improvements Project.

ATTACHMENTS:

Exhibit A – Project Funding Agreement

**MEASURE M FUNDING AGREEMENT
MULTI-YEAR SUBREGIONAL PROGRAMS**

This Funding Agreement ("FA") is made and entered into effective as of June 8, 2021 ("Effective Date"), and is by and between the Los Angeles County Metropolitan Transportation Authority ("LACMTA") and City of Calabasas ("GRANTEE") for Mulholland Highway Gap Closure - Old Topanga Canyon Road to City Limits (Phase II), LACMTA Project ID# MM4401.11(the "Project"). This Project is eligible for funding under Line 56 of the Measure M Expenditure Plan.

WHEREAS, LACMTA adopted Ordinance #16-01, the Los Angeles County Traffic Improvement Plan, on June 23, 2016 (the "Ordinance"), which Ordinance was approved by the voters of Los Angeles County on November 8, 2016 as "Measure M" and became effective on July 1, 2017.

WHEREAS, the funding set forth herein is intended to fund Plans, Specifications and Estimates (PS&E) and Construction of the Project.

WHEREAS, the LACMTA Board, at its January 24, 2019 meeting, programmed \$4,013,250, in Measure M Funds to GRANTEE for PS&E and Construction as part of Project ID# MM4401.03 – Mulholland Highway Gap Closure. Subsequently, the LACMTA Board, at its February 27, 2020 meeting, split Project ID# MM4401.03 into two phases and programmed additional \$2,500,000 to the Project, subject to the terms and conditions contained in this FA; and

WHEREAS, the LACMTA Board, at its March 24, 2021 meeting, reprogrammed the Funds. The Funds are currently programmed as follows: \$150,000 in Measure M Funds in Fiscal Years (FY) FY 2020-21; \$605,000 in FY 2021-22; and \$5,758,250 in FY 2022-23. The total designated for PS&E and Construction of the Mulholland Highway Gap Closure - Old Topanga Canyon Road to City Limits (Phase II) is \$6,513,250.

NOW, THEREFORE, the parties hereby agree as follows:

The terms and conditions of this FA consist of the following and each is incorporated by reference herein as if fully set forth herein:

1. Part I – Specific Terms of the FA
2. Part II – General Terms of the FA
3. Attachment A – Project Funding
4. Attachment B – Expenditure Plan- Cost & Cash Flow Budget
5. Attachment C – Scope of Work
6. Attachment D – Project Reporting and Expenditure Guidelines
7. Attachment D-1 – intentionally omitted
8. Attachment D-2 – Quarterly Progress/Expenditure Report
9. Attachment E – Bond Requirements
10. Any other attachments or documents referenced in the above documents

FTIP #: N/A
Subregion ID: Las Virgenes/Malibu

Project#: MM4401.11
FA# 9200000000M440111

In the event of a conflict, the Special Grant Conditions, if any, shall prevail over the Specific Terms of the FA and any attachments and the Specific Terms of the FA shall prevail over the General Terms of the FA.

IN WITNESS WHEREOF, the parties have caused this FA to be executed by their duly authorized representatives as of the dates indicated below:


LACMTA:

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

By: _____ Date: _____
Stephanie N. Wiggins
Chief Executive Officer

APPROVED AS TO FORM:

RODRIGO A. CASTRO-SILVA
County Counsel

By: _____ Date: 7/12/2021
Deputy 

GRANTEE:

CITY OF CALBASAS

By: _____ Date: _____
James R. Bozajian
Mayor

APPROVED AS TO FORM:

By: _____ Date: _____
Matt Summers
City Attorney

PART I
SPECIFIC TERMS OF THE FA

1. Title of the Project (the "Project"): Mulholland Highway Gap Closure - Old Topanga Canyon Road to City Limits (Phase II), –Plans, Specifications and Estimates (PS&E) and Construction of the Project. LACMTA Project ID# MM4401.11.
2. Grant Funds:
 - 2.1 Programmed Funds for this Project consist of Measure M Funds.
 - 2.2 To the extent the Measure M Funds are available; LACMTA shall make to GRANTEE a grant of the Measure M funds in the amount of \$6,513,250 (the "Fund") for the Project. LACMTA Board of Directors' actions of January 24, 2019 and February 27, 2020 granted the Measure M Funds for the Project. LACMTA Board of Directors' action of March 24, 2021 meeting, reprogrammed the Funds for the Project. The Funds are programmed over three years for Fiscal Years (FY) FY 2020-21, FY 2021-22, and FY 2022-23.
3. This grant shall be paid on a reimbursement basis. GRANTEE must provide the appropriate supporting documentation with the Quarterly Progress/Expenditure Report. GRANTEE Funding Commitment, if applicable, must be spent in the appropriate proportion to the Funds with each quarter's expenditures. LACMTA will withhold five percent (5%) of eligible expenditures per invoice as retention pending an audit of expenditures and completion of scope of work.
4. **Attachment A** the "Project Funding" documents all sources of funds programmed for the Project as approved by LACMTA. The Project Funding includes the total programmed funds for the Project, including the Funds programmed by LACMTA and, if any, the GRANTEE Funding Commitment of other sources of funding. The Project Funding also includes the fiscal years in which all the funds for the Project are programmed. The Funds are subject to adjustment by subsequent LACMTA Board Action.
5. **Attachment B** is the Expenditure Plan- Cost & Cash Flow Budget (the "Expenditure Plan"). It is the entire proposed cash flow, the Budget and financial plan for the Project, which includes the total sources of all funds programmed to the Project, including GRANTEE and other entity funding commitments, if any, for this Project as well as the fiscal year and quarters the Project funds are anticipated to be expended. GRANTEE shall update the Expenditure Plan annually, no later than December 31, and such update shall be submitted to LACMTA's Senior Executive Officer managing the Measure M Multi-Year Subregional Program in writing. If the LACMTA's Senior Executive Officer managing the Measure M Multi-Year Subregional Program concurs with such updated Expenditure Plan in writing, **Attachment B** shall be replaced with the new **Attachment B** setting forth the latest approved Expenditure Plan. Payments under this FA shall be consistent with **Attachment B** as revised from time to time. Any change to the final milestone date must be made by a fully executed amendment to this FA.

6. **Attachment C** is the “Scope of Work”. The GRANTEE shall complete the Project as described in the Scope of Work. This Scope of Work shall include a detailed description of the Project and the work to be completed, including anticipated Project milestones and a schedule consistent with the lapsing policy in Part II, Section 9, and a description of the Project limits, if the Project is a capital project. No later than December 31 of each year, GRANTEE shall notify LACMTA if there are any changes to the final milestone date set forth in the schedule or any changes to the Scope of Work. If LACMTA agrees to such changes, the parties shall memorialize such changes in an amendment to this FA. Work shall be delivered in accordance with the schedule and scope identified in this FA unless otherwise agreed to by the parties in writing in an amendment to this FA. If GRANTEE fails to meet milestones or fails to deliver the Project, LACMTA will have the option to suspend or terminate the FA for default as described in Part II, Sections 2, 9, 10 and 11 herein below. To the extent interim milestone dates are not met but GRANTEE believes and can show documentation acceptable to LACMTA supporting GRANTEE’s ability to make up the time so as to not impact the final milestone date, GRANTEE shall notify LACMTA of such changes in its Quarterly Progress/Expenditure Reports and such interim milestone dates will automatically be amended to the latest interim milestone dates provided in the Quarterly Progress/Expenditure Reports Attachment D-2. In no event can the final milestone date be amended by a Quarterly Progress/Expenditure Report.

7. No changes to this FA, including but not limited to the Funds, and any other source of funds from LACMTA in the Project Funding, Expenditure Plan or the Scope of Work shall be allowed without an amendment to the original FA, approved and signed by both parties.

8. **Attachment D** is the “Project Reporting & Expenditure Guidelines”. GRANTEE shall complete the “Quarterly Progress/Expenditure Report”. The Quarterly Progress/Expenditure Report is attached to this FA as Attachment D-2 in accordance with Attachment D – Project Reporting and Expenditure Guidelines.

9. LACMTA anticipates it may need to avail itself of lower cost bonds or other debt, the interest on which is tax exempt for federal tax purposes (collectively, the “Bonds”) to provide at least a portion of its funding commitments under this Agreement to GRANTEE. GRANTEE shall ensure that the expenditure of the Funds disbursed to GRANTEE does not jeopardize the tax-exemption of the interest, as specified in the Bond Requirements attached as **Attachment E** to this Agreement. GRANTEE agrees to provide LACMTA with progress reports, expenditure documentation, and any other documentation as reasonably requested by LACMTA and necessary for LACMTA to fulfill its responsibilities as the grantee or administrator or bond issuer of the Funds. With regard to LACMTA debt financing to provide any portion of the Funds, GRANTEE shall take all reasonable actions as may be requested of it by LACMTA's Project Manager for the Project, to assist LACMTA in demonstrating and maintaining over time, compliance with the relevant sections of the Federal Tax Code to maintain such Bonds’ tax status.

10. GRANTEE shall comply with the “Special Grant Conditions” attached as **Attachment F**, if any.

11. No changes to the (i) Grant amount, (ii) Project Funding, (iii) the Scope of Work (except as provided herein), (iv) Final milestone date or (v) Special Grant Conditions, shall be allowed

without a written amendment to this FA, approved and signed by the LACMTA Chief Executive Officer or his/her designee and GRANTEE. Modifications that do not materially affect the terms of this FA, such as redistributing Funds among existing budget line items or non-material schedule changes must be formally requested by GRANTEE and approved by LACMTA in writing. Non-material changes are those changes which do not affect the grant amount or its schedule, Project Funding, or the Scope of Work, including the Work schedule.

12. LACMTA's Address:

Los Angeles County Metropolitan Transportation Authority
One Gateway Plaza
Los Angeles, CA 90012
Attention: Annie Chou
LACMTA Project Manager
Mail Stop: 99-23-3
Phone: (213) 418-3453
Email: choua@metro.net

13. GRANTEE's Address:

City of Calabasas
100 Civic Center Way, Calabasas, CA 91302
Tatiana Holden
Phone: (818) 224-1674
Email: tholden@cityofcalabasas.com

PART II
GENERAL TERMS OF THE FA

1. **TERM**

The term of this FA shall commence on the Effective Date of this FA, and shall terminate upon the occurrence of all of the following, unless terminated earlier as provided herein: (i) the agreed upon Scope of Work has been completed; (ii) all LACMTA audit and reporting requirements have been satisfied; and (iii) the final disbursement of the Funds has been made to GRANTEE. All eligible Project expenses as defined in the Reporting and Expenditure Guidelines (Attachment D), incurred after the FA Effective Date shall be reimbursed in accordance with the terms and conditions of this FA unless otherwise agreed to by the parties in writing.

2. **SUSPENSION OR TERMINATION**

Should LACMTA determine there are insufficient Measure M Funds available for the Project, LACMTA may suspend or terminate this FA by giving written notice to GRANTEE at least thirty (30) days in advance of the effective date of such suspension or termination. If a Project is suspended or terminated pursuant to this section, LACMTA will not reimburse GRANTEE any costs incurred after that suspension or termination date, except those costs necessary to: (i) return any facilities modified by the Project construction to a safe and operable state; and (ii) suspend or terminate the construction contractor's control over the Project. LACMTA's share of these costs will be consistent with the established funding percentages outlined in this FA.

3. **INVOICE BY GRANTEE**

Unless otherwise stated in this FA, the Quarterly Progress/Expenditure Report, with supporting documentation of expenses, Project progress and other documents as required, which has been pre-approved by LACMTA, all as described in Part II, Section 6.1 of this FA, shall satisfy LACMTA invoicing requirements. Grantee shall only submit for payment the LACMTA pre-approved Quarterly Progress/Expenditure Report Packets to the LACMTA Project Manager at the email address shown in Part I and to LACMTA Accounts Payable Department as shown below.

Submit invoice with supporting documentation to:
ACCOUNTSPAYABLE@METRO.NET (preferable)

or

mail to:

Los Angeles County Metropolitan Transportation Authority
Accounts Payable
P. O. Box 512296
Los Angeles, CA 90051-0296

All invoice material must contain the following information:

Re: LACMTA Project ID# MM4401.11 and FA# 9200000000M440111
Project Manager: Annie Chou; Mail Stop 99-23-3

4. USE OF FUNDS

4.1 GRANTEE shall utilize the Funds to complete the Project as described in the Scope of Work and in accordance with the Reporting and Expenditure Guidelines, the specifications for use for the transportation purposes described in the Ordinance, the Guidelines and the Multi-Year Subregional Programs Administrative Procedures.

4.2 Attachment C shall constitute the agreed upon Scope of Work between LACMTA and GRANTEE for the Project. The Funds, as granted under this FA, can only be used towards the completion of the Scope of Work detailed in Attachment C.

4.3 GRANTEE shall not use the Funds to substitute for any other funds or projects not specified in this FA. Further, GRANTEE shall not use the Funds for any expenses or activities above and beyond the approved Scope of Work (Attachment C) without an amendment to the FA approved and signed by the LACMTA Chief Executive Officer or his Designee. To the extent LACMTA provides GRANTEE with bond or commercial paper proceeds, such Funds may not be used to reimburse for any costs that jeopardize the tax exempt nature of such financings as reasonably determined by LACMTA and its bond counsel.

4.4 GRANTEE must use the Funds in the most cost-effective manner. If GRANTEE intends to use a consultant or contractor to implement all or part of the Project, LACMTA requires that such activities be procured in accordance with GRANTEE's contracting procedures and consistent with State law as appropriate. GRANTEE will also use the Funds in the most cost-effective manner when the Funds are used to pay "in-house" staff time. This effective use of funds provision will be verified by LACMTA through on-going Project monitoring and through any LACMTA interim and final audits.

4.5 GRANTEE'S employee, officers, councilmembers, board member, agents, or consultants (a "GRANTEE Party") are prohibited from participating in the selection, award, or administration of a third-party contract or sub-agreement supported by the Funds if a real or apparent conflict of interest would be involved. A conflict of interest would include, without limitation, an organizational conflict of interest or when any of the following parties has a financial or other interest in any entity selected for award: (a) a GRANTEE Party (b) any member of a GRANTEE Party's immediate family, (c) a partner of a GRANTEE Party; (d) any organization that employs or intends to employ any of the above. This conflict of interest provision will be verified by LACMTA through on-going Project monitoring and through any LACMTA interim and final audits.

4.6 If a facility, equipment (such as computer hardware or software), vehicle or property, purchased or leased using the Funds, ceases to be used for the proper use as originally stated in the Scope of Work, or the Project is discontinued, any Funds expended for that purpose must be returned to LACMTA as follows: GRANTEE shall be required to repay the Funds in proportion to the useful life remaining and in an equal proportion of the grant to GRANTEE Funding Commitment ratio.

4.7 If the Project requires the implementation of an Intelligent Transportation Systems (“ITS”) project, GRANTEE shall ensure the Project is consistent with the Regional ITS Architecture. Attachment G the Los Angeles County Regional ITS Architecture (CONNECT-IT) Consistency Self-Certification Form, must be completed and signed for planned ITS projects and/or ITS projects that use local, state, or federal funds programmed or administered through LACMTA. Refer to www.laconnect-it.com to find information about the CONNECT-IT Service Packages.

4.8 If any parking facilities are designed and/or constructed using the Funds, GRANTEE shall coordinate with LACMTA parking program staff (see www.metro.net for staff listing) in the planning, design and management of the facility and shall ensure that its implementation is consistent with the LACMTA adopted parking policy. For the parking policy, see http://media.metro.net/projects_studies/call_projects/images/09%20Appendix%20D%20Parking%20Policy.pdf

5. REIMBURSEMENT OF FUNDS

Funds will be released on a reimbursement basis in accordance with invoices submitted in support of the Quarterly Progress/Expenditure Reports. LACMTA will make all disbursements electronically unless an exception is requested in writing. Reimbursements via Automated Clearing House (ACH) will be made at no cost to GRANTEE. GRANTEE must complete the ACH form and submit such form to LACMTA before grant payments can be made. ACH Request Forms can be found at www.metro.net/projects/call_projects/call_projects-reference-documents/. GRANTEE must provide detailed supporting documentation with its Quarterly Progress/Expenditure Reports. GRANTEE Funding Commitment, if any, must be spent in direct proportion to the Funds with each quarter’s payment.

6. REPORTING AND AUDIT REQUIREMENTS/PAYMENT ADJUSTMENTS

6.1 GRANTEE shall submit the draft of Quarterly Progress/Expenditure Report (Attachment D-2) within sixty (60) days after the close of each quarter on the last day of the months November, February, May and August to the LACMTA Project Manager for review and pre-approval of the applicable report. LACMTA Project Manager shall review and respond in writing to the draft Quarterly Progress/Expenditure Report within thirty (30) calendar days from receipt. Grantee shall submit the LACMTA pre-approved Quarterly Progress/Expenditure Report no later than five (5) days after receipt of LACMTA’s written approval. Should GRANTEE fail to submit either the draft or pre-approved reports within five (5) days of the due date and/or submit incomplete reports, LACMTA will not reimburse GRANTEE until the completed required reports are received, reviewed, and approved. The Quarterly Progress/Expenditure Reports shall include all appropriate documentation (such as contractor invoices, timesheets, receipts, etc.), and any changes to interim milestone dates that do not impact the final milestone date. All supporting documents must include a clear justification and explanation of their relevance to the Project. If no activity has occurred during a particular quarter, GRANTEE will still be required to submit the Quarterly Progress/Expenditure Reports indicating no dollars were expended that quarter. If a request for reimbursement exceeds \$500,000 in a single month, then GRANTEE can submit such an invoice once per month with

supporting documentation. Expenses that are not invoiced to LACMTA Accounts Payable within ninety (90) days after the lapsing date specified in Part II, Section 9.1 below are not eligible for reimbursement.

6.2 GRANTEE shall submit the Project expenditure estimates for the subsequent fiscal year by February of each year. LACMTA will use the estimates to determine the Project budget for the upcoming fiscal year.

6.3 LACMTA, and/or its designee, shall have the right to conduct audits of the Project as deemed appropriate, such as financial and compliance audits, interim audits, pre-award audits, performance audits and final audits. LACMTA will commence a final audit within six months of receipt of acceptable final invoice, provided the Project is ready for final audit (meaning all costs and charges have been paid by GRANTEE and invoiced to LACMTA, and such costs, charges and invoices are properly documented and summarized in the accounting records to enable an audit without further explanation or summarization including actual indirect rates for the period covered by the FA period under review). GRANTEE agrees to establish and maintain proper accounting procedures and cash management records and documents in accordance with Generally Accepted Accounting Principles (GAAP). GRANTEE shall reimburse LACMTA for any expenditure not in compliance with the Scope of Work and/or not in compliance with other terms and conditions of this FA. The allowability of costs for GRANTEE's own expenditures submitted to LACMTA for this Project shall be in compliance with Office of Management and Budget (OMB) Circular A-87. The allowability of costs for GRANTEE's contractors, consultants and suppliers expenditures submitted to LACMTA through GRANTEE's Quarterly Progress/Expenditures shall be in compliance with OMB Circular A-87 or Federal Acquisition Regulation (FAR) Subpart 31 and 2 CFR Subtitle A, Chapter II, Part 225 (whichever is applicable). Findings of the LACMTA audit are final. When LACMTA audit findings require GRANTEE to return monies to LACMTA, GRANTEE agrees to return the monies within thirty (30) days after the final audit is sent to GRANTEE.

6.4 GRANTEE's records shall include, without limitation, accounting records, written policies and procedures, contract files, original estimates, correspondence, change order files (including documentation covering negotiated settlements), invoices, and any other supporting evidence deemed necessary by LACMTA to substantiate charges related to the Project (all collectively referred to as "records"). Such records shall be open to inspection and subject to audit and reproduction by LACMTA auditors or authorized representatives to the extent deemed necessary by LACMTA to adequately permit evaluation of expended costs. Such records subject to audit shall also include, without limitation, those records deemed necessary by LACMTA to evaluate and verify, direct and indirect costs, (including overhead allocations) as they may apply to costs associated with the Project. These records must be retained by GRANTEE for three years following final payment under this Agreement. Payment of retention amounts shall not occur until after the LACMTA's final audit is completed.

6.5 GRANTEE shall cause all contractors to comply with the requirements of Part II, Section 6, paragraphs 6.3 and 6.4 above. GRANTEE shall cause all contractors to

cooperate fully in furnishing or in making available to LACMTA all records deemed necessary by LACMTA auditors or authorized representatives related to the Project.

6.6 LACMTA or any of its duly authorized representatives, upon reasonable written notice, shall be afforded access to all GRANTEE's records and its contractors related to the Project, and shall be allowed to interview any employee of GRANTEE and its contractors through final payment to the extent reasonably practicable.

6.7 LACMTA or any of its duly authorized representatives, upon reasonable written notice, shall have access to the offices of GRANTEE and its contractors, shall have access to all necessary records, including reproduction, at no charge to LACMTA, and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the terms and conditions of this FA.

6.8 When business travel associated with the Project requires use of a vehicle, the mileage incurred shall be reimbursed at the mileage rates set by the Internal Revenue Service, as indicated in the United States General Services Administration Federal Travel Regulation, Privately Owned Vehicle Reimbursement Rates.

6.9 GRANTEE shall be responsible for ensuring all contractors/ subcontractors for the Project comply with the terms of the Ordinance, the Guidelines and the Multi-Year Subregional Programs Administrative Procedures. GRANTEE shall cooperate with LACMTA Management Audit Services Department such that LACMTA can meet its obligations under the Ordinance, the Guidelines and the Multi-Year Subregional Programs Administrative Procedures.

6.10 GRANTEE shall certify each invoice by reviewing all subcontractor costs and maintaining internal control to ensure that all expenditures are allocable, allowable and reasonable and in accordance with OMB A-87 or FAR subpart 31 and 2 CFR Subtitle A, Chapter II, part 225, (whichever is applicable) and the terms and conditions of this FA.

6.11 GRANTEE shall also certify final costs of the Project to ensure all costs are in compliance with OMB A-87 or FAR subpart 31 and 2 CFR Subtitle A, Chapter II, part 225, (whichever is applicable) and the terms and conditions of this FA.

6.12 In addition to LACMTA's other remedies as provided in this FA, LACMTA may withhold the Funds if the LACMTA audit has determined that GRANTEE failed to comply with the Scope of Work (such as misusing Funds or failure to return Funds owed to LACMTA in accordance with LACMTA audit findings) and /or is severely out of compliance with other terms and conditions as defined by this FA, including the access to records provisions of Part II, Section 6.

7. GRANT

This is a one-time only grant of the Measure M Funds subject to the terms and conditions agreed to herein. This grant does not imply nor obligate any future funding commitment on the part of LACMTA.

8. SOURCES AND DISPOSITION OF FUNDS

8.1 The obligation for LACMTA to grant the Funds for the Project is subject to sufficient Funds being made available for the Project by the LACMTA Board of Directors. If such Funds are not made available as anticipated from Measure M Program revenues, LACMTA will have the right to adjust the cash flow accordingly until such funds become available. LACMTA shall have no obligation to provide any other funds for the Project, unless otherwise agreed to in writing by LACMTA.

8.2 GRANTEE shall fully fund and contribute the GRANTEE Funding Commitment, if any is identified in the Project Funding (Attachment A), towards the cost of the Project. If the Funds identified in Attachment A are insufficient to complete the Project, GRANTEE agrees to secure and provide such additional non-LACMTA programmed funds necessary to complete the Project.

8.3 GRANTEE shall be responsible for any and all cost overruns for the Project pursuant to Section 8.2.

8.4 GRANTEE shall be eligible for the Funds up to the grant amount specified in Part I, Section 2 of this FA subject to the terms and conditions contained herein. Any Funds expended by GRANTEE prior to the Effective Date of this FA shall not be reimbursed nor shall they be credited toward the GRANTEE Funding Commitment requirement, without the prior written consent of LACMTA. GRANTEE Funding Commitment dollars expended prior to the year the Funds are awarded shall be spent at GRANTEE's own risk, or as delineated in a Letter of No Prejudice executed by the prospective GRANTEE and LACMTA.

8.5 If GRANTEE receives outside funding for the Project in addition to the Funds identified in the Project Funding and the Expenditure Plan at the time this grant was awarded, this FA shall be amended to reflect such additional funding. If, at the time of final invoice or voucher, funding for the Project (including the Funds, GRANTEE Funding Commitment, and any additional funding) exceeds the actual Project costs, then the cost savings shall be applied in the same proportion as the sources of funds from each party to this FA as specified in the Project Funding and both the Funds and GRANTEE Funding Commitment required for the Project shall be reduced accordingly. LACMTA shall have the right to use any cost savings associated with the Funds at its sole discretion, including, without limitation, programming the unused Funds to another project or to another grantee within the subregion in accordance with the Ordinance, the Guidelines and the Multi-Year Subregional Programs Administrative Procedures. If, at the time of final voucher, it is determined that GRANTEE has received Funds in excess of what GRANTEE should have received for the Project, GRANTEE shall return such overage to LACMTA within 30 days from final voucher.

9. TIMELY USE OF FUNDS / REPROGRAMMING OF FUNDS

9.1 GRANTEE must demonstrate timely use of the Funds by:

- (i) Executing this FA within **ninety (90) days** of receiving formal transmittal of the FA from LACMTA, or by December 31 of the first Fiscal Year in which the Funds are programmed, whichever date is later; and
- (ii) Beginning Project Design, Preliminary Engineering-(PE) within **six (6) months** from completion of environmental clearance, if appropriate.
- (iii) Executing Contracts for Construction or Capital purchase within **twelve (12) months** from the date of completion of design; and
- (iv) Delivering Work in accordance with schedule; changes to the schedule will require an Amendment to Attachment C to reflect updated milestone dates. Meeting the Project milestone due dates as agreed upon by the LACMTA and GRANTEE in Attachment C of this FA; and
- (v) Submitting the Quarterly Progress/Expenditure Reports as described in Part II, Section 6.1 of this FA; and
- (vi) Expending the Funds granted under this FA for allowable costs within **three years or 36 months** from July 1 of the Fiscal Year in which the Funds are programmed, unless otherwise stated in this FA. All Funds programmed for FY 2020-21 are subject to lapse by June 30, 2023. All Funds programmed for FY 2021-22 are subject to lapse by June 30, 2024. All Funds programmed for FY 2022-23 are subject to lapse by June 30, 2025.

9.2 In the event that the timely use of the Funds is not demonstrated as described in Part II, Section 9.1 of this FA, the Project will be reevaluated by LACMTA as part of its Annual Update process and the Funds may be reprogrammed to another project by the LACMTA Board of Directors in accordance with the Ordinance, the Guidelines and the Multi-Year Subregional Programs Administrative Procedures. In the event that all the Funds are reprogrammed, this FA shall automatically terminate.

10. DEFAULT

A Default under this FA is defined as any one or more of the following: (i) GRANTEE fails to comply with the terms and conditions contained herein; and/or (ii) GRANTEE fails to perform satisfactorily or make material changes, as determined by LACMTA at its sole discretion, to the Expenditure Plan, the Scope of Work, or the Project Funding without LACMTA's prior written consent or approval as provided herein.

11. REMEDIES

11.1 In the event of a Default by GRANTEE, LACMTA shall provide written notice of such Default to GRANTEE with a 30-day period to cure the Default. In the event GRANTEE fails to cure the Default, or commit to cure the Default and commence the same within such 30-day period to the satisfaction of LACMTA, LACMTA shall have the following remedies: (i) LACMTA may terminate this FA; (ii) LACMTA may make no further

disbursements of Funds to GRANTEE; and/or (iii) LACMTA may recover from GRANTEE any Funds disbursed to GRANTEE as allowed by law or in equity.

11.2 Effective upon receipt of written notice of termination from LACMTA, GRANTEE shall not undertake any new work or obligation with respect to this FA unless so directed by LACMTA in writing. Any Funds expended after termination shall be the sole responsibility of GRANTEE.

11.3 The remedies described herein are non-exclusive. LACMTA shall have the right to enforce any and all rights and remedies herein or which may be now or hereafter available at law or in equity.

12. COMMUNICATIONS

12.1 GRANTEE shall ensure that all Communication Materials contain recognition of LACMTA's contribution to the Project as more particularly set forth in "Funding Recipient Communications Guidelines" available online at <http://metro.net/partners-civic>. The Funding Recipient Communications Guidelines may be changed from time to time during the course of this Agreement. GRANTEE shall be responsible for complying with the latest Funding Recipient Communications Guidelines during the term of this Agreement, unless otherwise specifically authorized in writing by the LACMTA Chief Communications Officer.

12.2 For purposes of this Agreement, "Communications Materials" include, but are not limited to, press events, public and external newsletters, printed materials, advertising, websites radio and public service announcements, electronic media, and construction site signage. A more detailed definition of "Communications Materials" is found in the Funding Recipient Communications Guidelines.

12.3 The Metro logo is a trademarked item that shall be reproduced and displayed in accordance with specific graphic guidelines. The preferred logo lock-up for Funding Recipients to use is included in the Funding Recipient Communications Guidelines.

12.4 GRANTEE shall ensure that any subcontractor, including, but not limited to, public relations, public affairs, and/or marketing firms hired to produce Project Communications Materials for public and external purposes will comply with the requirements contained in this Section.

12.5 The LACMTA Project Manager shall be responsible for monitoring GRANTEE's compliance with the terms and conditions of this Section. GRANTEE's failure to comply with the terms of this Section shall be deemed a default hereunder and LACMTA shall have all rights and remedies set forth herein.

13. OTHER TERMS AND CONDITIONS

13.1 This FA, along with its Attachments, constitutes the entire understanding between the parties, with respect to the subject matter herein. The FA shall not be amended, nor any provisions or breach hereof waived, except in writing signed by the parties who agreed to the original FA or the same level of authority. Adoption of revisions or supplements to the Guidelines shall cause such revisions or supplements to become incorporated automatically into this Agreement as though fully set forth herein.

13.2 GRANTEE is obligated to continue using the Project dedicated to the public transportation purposes for which the Project was initially approved. The Project right-of-way, the Project facilities constructed or reconstructed on the Project site, and/or Project property purchased, excluding construction easements and excess property (whose proportionate proceeds shall be distributed in an equal proportion of the grant to GRANTEE Funding Commitment ratio), shall remain dedicated to public transportation use in the same proportion and scope and to the same extent as described in this FA. Equipment acquired as part of the Project, including office equipment, vehicles, shall be dedicated to that use for their full economic life cycle, including any extensions of that life cycle achieved by reconstruction, rehabilitation, or enhancements.

13.3 In the event that there is any legal court (e.g., Superior Court of the State of California, County of Los Angeles, or the U.S. District Court for the Central District of California) proceeding between the parties to enforce or interpret this FA, to protect or establish any rights or remedies hereunder, the prevailing party shall be entitled to its costs and expenses, including reasonable attorney's fees.

13.4 Neither LACMTA nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or committed to be done by GRANTEE under or in connection with any work performed by and or service provided by GRANTEE, its officers, agents, employees, contractors and subcontractors under this FA. GRANTEE shall fully indemnify, defend and hold LACMTA and its subsidiaries, and its officers, agents and employees harmless from and against any liability and expenses, including without limitation, defense costs, any costs or liability on account of bodily injury, death or personal injury of any person or for damage to or loss of risk of property, any environmental obligation, any legal fees and any claims for damages of any nature whatsoever arising out of the Project, including without limitation: (i) use of the Funds by GRANTEE, or its officers, agents, employees, contractors or subcontractors; (ii) breach of GRANTEE's obligations under this FA; or (iii) any act or omission of GRANTEE, or its officers, agents, employees, contractors or subcontractors in the performance of the work or the provision of the services, in connection with the Project including, without limitation, the Scope of Work, described in this FA.

13.5 Neither party hereto shall be considered in default in the performance of its obligation hereunder to the extent that the performance of any such obligation is prevented or delayed by unforeseen causes including acts of God, acts of a public enemy, and government acts beyond the control and without fault or negligence of the affected party. Each party hereto

shall give notice promptly to the other of the nature and extent of any such circumstances claimed to delay, hinder, or prevent performance of any obligations under this FA.

13.6 GRANTEE shall comply with and ensure that work performed under this FA is done in compliance with Generally Accepted Accounting Principles (GAAP), all applicable provisions of federal, state, and local laws, statutes, ordinances, rules, regulations, and procedural requirements including Federal Acquisition Regulations (FAR), and the applicable requirements and regulations of LACMTA. GRANTEE acknowledges responsibility for obtaining copies of and complying with the terms of the most recent federal, state, or local laws and regulations, and LACMTA requirements including any amendments thereto.

13.7 GRANTEE agrees that the applicable requirements of this FA shall be included in every contract entered into by GRANTEE or its contractors relating to work performed under this FA and LACMTA shall have the right to review and audit such contracts.

13.8 GRANTEE shall not assign this FA, or any part thereof, without prior approval of the LACMTA Chief Executive Officer or his designee. Any assignment by GRANTEE without said prior consent by LACMTA shall be void and unenforceable.

13.9 This FA shall be governed by California law. If any provision of this FA is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

13.10 The covenants and agreements of this FA shall inure to the benefit of, and shall be binding upon, each of the parties and their respective successors and assigns.

13.11 GRANTEE will advise LACMTA prior to any key Project staffing changes. Notice will be given to the parties at the address specified in Part I, unless otherwise notified in writing of change of address or contact person.

13.12 GRANTEE, in the performance of the work described in this FA, is not a contractor nor an agent or employee of LACMTA. GRANTEE attests to no organizational or personal conflicts of interest and agrees to notify LACMTA immediately in the event that a conflict, or the appearance thereof, arises. GRANTEE shall not represent itself as an agent or employee of LACMTA and shall have no powers to bind LACMTA in contract or otherwise.

ATTACHMENT A -PROJECT FUNDING

Measure M MSP - *Active Transportation/Transit/Tech* Program - Funding Agreement Projects - FA# 9200000000M440111

Project Title: *Mulholland Highway Gap Closure- Old Topanga Canyon Road to City Limits (Phase II)* Project#: MM4401.11

PROGRAMMED BUDGET - SOURCES OF FUNDS

SOURCES OF FUNDS	Prior Years	FY2018-19	FY2019-20	FY 2020-21	FY2021-22	FY2022-23	Total Budget	% of Budget
LACMTA PROGRAMMED FUNDING								
MEASURE M MSP FUNDS				\$ 150,000	\$ 605,000	\$ 5,758,250	\$ 6,513,250	
SUM PROG LACMTA FUNDS	\$ -	\$ -	\$ -	\$ 150,000	\$ 605,000	\$ 5,758,250	\$ 6,513,250	100%
OTHER NON LACMTA FUNDING:								
LOCAL:							\$ -	0%
STATE:							\$ -	0%
FEDERAL:							\$ -	0%
PRIVATE OR OTHER:							\$ -	0%
SUM NON-LACMTA FUNDS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0
TOTAL PROJECT FUNDS	\$ -	\$ -	\$ -	\$ 150,000	\$ 605,000	\$ 5,758,250	\$ 6,513,250	100%

Use Actual \$\$\$

ATTACHMENT B - EXPENDITURE PLAN COST & CASH FLOW BUDGET

Measure M MSP - Active Transportation Program - Funding Agreement Projects - FA# 9200000000M440111
 Project Title: **Mulholland Highway Gap Closure - Old Topanga to City Limits (Phase II)** Project#:MM4401.11

PROGRAMMED SOURCES OF FUNDS

SOURCES OF FUNDS	FY 2020-21 Qtr 1	FY 2020-21 Qtr 2	FY 2020-21 Qtr 3	FY 2020-21 Qtr 4	FY 2021-22 Qtr 1	FY 2021-22 Qtr 2	FY 2021-22 Qtr 3	FY 2021-22 Qtr 4	TOTAL BUDGET
LACMTA PROGRAMMED FUNDS:									
MEASURE M MSP FUNDS:									
Planning Activities/Prog Dev									\$0
Environmental									\$0
Design and PS&E					\$50,000	\$250,000	\$450,000	\$50,000	\$800,000
Right-of-Way Acquisition									\$0
Construction								\$100,000	\$100,000
Vehicle Purchase									\$0
Others									\$0
Total Measure M	\$0	\$0	\$0	\$0	\$50,000	\$250,000	\$450,000	\$150,000	\$900,000
SUM PROG LACMTA FUNDS:	\$0	\$0	\$0	\$0	\$50,000	\$250,000	\$450,000	\$150,000	\$900,000
OTHER NON LACMTA FUNDING:									
LOCAL: [INSERT SOURCE]									
Planning Activities/Prog Dev									\$0
Environmental									\$0
Design and PS&E									\$0
Right-of-Way Acquisition									\$0
Construction									\$0
Vehicle Purchase									\$0
Others									\$0
Total LOCAL	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
STATE: [INSERT SOURCE]									
Planning Activities/Prog Dev									\$0
Environmental									\$0
Design and PS&E									\$0
Right-of-Way Acquisition									\$0
Construction									\$0
Vehicle Purchase									\$0
Others									\$0
Total STATE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
FEDERAL: [INSERT SOURCE]									
Planning Activities/Prog Dev									\$0
Environmental									\$0
Design and PS&E									\$0
Right-of-Way Acquisition									\$0
Construction									\$0
Vehicle Purchase									\$0
Others									\$0
Total FEDERAL	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
PRIVATE: [INSERT SOURCE]									
Planning Activities/Prog Dev									\$0
Environmental									\$0
Design and PS&E									\$0
Right-of-Way Acquisition									\$0
Construction									\$0
Vehicle Purchase									\$0
Others	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total PRIVATE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
SUM NON-LACMTA FUNDS :	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
PROJECT FUNDING FY2020-21 and FY2021-22	\$0	\$0	\$0	\$0	\$50,000	\$250,000	\$450,000	\$150,000	\$900,000

ATTACHMENT B - EXPENDITURE PLAN COST & CASH FLOW BUDGET

Measure M MSP - Active Transportation Program - Funding Agreement Projects - FA# 920000000M440111
 Project Title: Mulholland Highway Gap Closure - Old Topanga to City Limits (Phase II) Project#:MM4401.11

PROGRAMMED SOURCES OF FUNDS

SOURCES OF FUNDS	FY 2022-23 Qtr 1	FY 2022-23 Qtr 2	FY 2022-23 Qtr 3	FY 2022-23 Qtr 4	FY 2023-24 Qtr 1	FY 2023-24 Qtr 2	FY 2023-24 Qtr 3	FY 2023-24 Qtr 4	TOTAL BUDGET
LACMTA PROGRAMMED FUNDS:									
MEASURE M MSP FUNDS:									
Planning Activities/Prog Dev									\$0
Environmental									\$0
Design and PS&E									\$0
Right-of-Way Acquisition									\$0
Construction	\$3,000,000	\$2,000,000	\$500,000	\$113,250					\$5,613,250
Vehicle Purchase									\$0
Others									\$0
Total MEASURE M	\$3,000,000	\$2,000,000	\$500,000	\$113,250	\$0	\$0	\$0	\$0	\$5,613,250
SUM PROG LACMTA FUNDS:	\$3,000,000	\$2,000,000	\$500,000	\$113,250	\$0	\$0	\$0	\$0	\$5,613,250
OTHER NON LACMTA FUNDING:									
LOCAL: [INSERT SOURCE]									
Planning Activities/Prog Dev									\$0
Environmental									\$0
Design and PS&E									\$0
Right-of-Way Acquisition									\$0
Construction									\$0
Vehicle Purchase									\$0
Others									\$0
Total LOCAL	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
STATE: [INSERT SOURCE]									
Planning Activities/Prog Dev									\$0
Environmental									\$0
Design and PS&E									\$0
Right-of-Way Acquisition									\$0
Construction									\$0
Vehicle Purchase									\$0
Others									\$0
Total STATE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
FEDERAL: [INSERT SOURCE]									
Planning Activities/Prog Dev									\$0
Environmental									\$0
Design and PS&E									\$0
Right-of-Way Acquisition									\$0
Construction									\$0
Vehicle Purchase									\$0
Others									\$0
Total FEDERAL	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
PRIVATE: [INSERT SOURCE]									
Planning Activities/Prog Dev									\$0
Environmental									\$0
Design and PS&E									\$0
Right-of-Way Acquisition									\$0
Construction									\$0
Vehicle Purchase									\$0
Others									\$0
Total PRIVATE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
SUM NON-LACMTA FUNDS :	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
PROJECT FUNDING FY2022-23 and FY2023-24	\$3,000,000	\$2,000,000	\$500,000	\$113,250	\$0	\$0	\$0	\$0	\$5,613,250
TOTAL LACMTA FUNDS	\$3,000,000	\$2,000,000	\$500,000	\$113,250	\$50,000	\$250,000	\$450,000	\$150,000	\$6,513,250
TOTAL NON-LACMTA FUNDS	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL PROJECT FUNDING	\$3,000,000	\$2,000,000	\$500,000	\$113,250	\$50,000	\$250,000	\$450,000	\$150,000	\$6,513,250

**ATTACHMENT C
SCOPE OF WORK
CAPITAL PROJECT**

PROJECT NAME:

Mulholland Highway Gap Closure – Old Topanga Canyon Road to City Limits (Phase II)

PROJECT LOCATION/LIMITS/AREA:

The project is located on Mulholland Highway in the City of Calabasas. This project limits are from Old Topanga Canyon Road (E) to the westerly City limits (border with Los Angeles County)

PROJECT DESCRIPTION INCLUDING MULTI-YEAR SUBREGIONAL PROGRAM AND PROJECT NEXUS:

Current configuration on Mulholland Hwy - This segment of Mulholland Hwy is classified as an Arterial in the City's General Plan. This stretch of Mulholland Hwy has one travel lane in each direction, separated by a solid double yellow centerline. Left turn lanes are striped at the intersections or driveways to the estates. Mulholland Hwy provides a crucial alternative route to access either the US-101 or the US-1 (Pacific Coast), connecting the Los Angeles and Ventura counties, when there is closure to either one of these roadways due to major incident or fire. The posted speed limit is 45 mph.

Current Traffic Conditions on Mulholland Hwy - The segment on Mulholland Hwy between the east leg and west leg of its intersection with Old Topanga Canyon Rd experiences heavy congestion during school pick-up and drop-off times. There are 17 reported accidents within this segment of roadway for the past five years. It has one of the highest accident rates in the City.

The project is located within the City's southwestern half and is approximately 2.7 miles long encompassing multiple residential communities, Viewpoint School, and Wild Walnut Park with Calabasas High School located just northeast of the project. The proposed improvements for the project are to provide spot shoulder widening and walkway where it is feasible. Another improvement is to install a new traffic signal at Mulholland Hwy and Old Topanga Canyon Road (W). A traffic signal warrant study was conducted at the intersection. Results of the study showed that it met Warrants 1, 2, 3 and 6. Other improvements include LED speed feedback signs installed along the corridor to slow down traffic, LED flashing lights warning motorists at the approach to the curve, sight distance improvements, guardrail replacements and erosion controls. This corridor is a popular route

for recreational cyclists. The proposed shoulder improvements would improve bike safety along this route by reducing frictions between vehicular traffic and bicyclists. The City General Plan designates Mulholland Highway, within the project limits, as a Class II bike facility. However, providing a continuous bike lane is cost prohibitive due to existing road conditions. Mulholland Highway through this segment is lined, typically on both sides, by utilities, power poles, steep hill sides, drainage structures, and homes that constrain the widening capacity of the route. Widening beyond these existing features would significantly increase project cost. The project proposes to widen the paved shoulder width of Mulholland Highway, where feasible, to improve the rideability and use of the shoulder area for bicyclists. The widened area would provide a smooth consistent surface for bicyclist use and would relocate low cost, high impact roadside objects such as guardrail and fire hydrants to provide a wider, more consistent shoulder width. These improvements are likely to enhance safety for bicyclists and vehicles on the route by increasing the paved shoulder width.

Improving sight distance with cutbacks and a minor modification to the bends in the road would improve safety. Constructing retaining walls adjacent to unstable slopes would eliminate the roadway being closed due to mudslides and/or debris flow during a rainstorm or earthquake. In addition, new culverts will be constructed to replace existing culverts that are capable to handle 50-year storms.

PROJECT FUNDING:

PHASE	LACMTA – MEASURE M FUNDS	LOCAL AGENCY (IF ANY)	TOTAL
PS&E	800,000	-	800,000
Construction Phase I	5,638,250	-	5,638,250
Construction Engineering	75,000	-	75,000
TOTAL BUDGET COST	6,513,250	\$0	6,513,250

ESTIMATED PROJECT COSTS:

ITEM DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL COST
PS&E	1	LS	\$753,063	\$753,063
Permitting & Environmental Documents	1	LS	\$21,269	\$21,269
Meetings & Workshops	1	LS	\$7,048	\$7,048
Construction Bid Documents	1	LS	\$4,560	\$4,560
Construction Bidding Procedure	1	LS	\$14,060	\$14,060
Construction	1	LS	\$5,638,250	\$5,638,250
Construction Engineering	1	LS	\$75,000	\$75,000
GRAND TOTAL			\$6,513,250	\$6,513,250

MULHOLLAND HIGHWAY FEASIBILITY STUDY
 COST ESTIMATE

#	BID ITEM	UNIT	UNIT COST	QUANTITY	COST	PHASE 2		PHASE 1			
						CITY LIMIT TO SOUTH OF CONDELL DR (STATION 16+00 - 87+00)		CONDELL DR TO VIEWPOINT SCHOOL END (STATION 87+00- 136+00)		VIEWPOINT SCHOOL END TO OLD TOPENGA CANYON RD (EAST) (STATION 136+00-161+00)	
						QUANTITY	COST	QUANTITY	COST	QUANTITY	COST
TOTAL OF ALL PHASES											
1	MISC. ITEMS										
2	MOBILIZATION	LS	\$ 150,000.00	1.00	\$ 150,000.00	1.00	\$ 50,000.00	1.00	\$ 50,000.00	1.00	\$ 50,000.00
3											
4	REMOVALS & ADJUSTMENTS										
5	CLEARING (NOY GRUBBING)	LS	\$ 200,000.00	1.00	\$ 200,000.00	1.00	\$ 50,000.00	1.00	\$ 75,000.00	1.00	\$ 75,000.00
6	ROCK CUT - WALL NO. 3 (CUT DEPTH = 8')	CY	\$ 280.00	820.00	\$ 233,600.00	-	\$ -	820.00	\$ 155,000.00	-	\$ -
7	ROCK CUT - WALL NO. 3 (CUT DEPTH = 8')	CY	\$ 250.00	340.00	\$ 85,000.00	-	\$ -	-	\$ -	340.00	\$ 85,000.00
8	REMOVE EXISTING WALL (STA 29+80)	LF	\$ 150.00	40.00	\$ 6,000.00	-	\$ -	-	\$ -	-	\$ -
9	REMOVE ASPHALT CONCRETE PAVEMENT	SF	\$ 5.00	28,940.00	\$ 144,700.00	11,840.00	\$ 59,200.00	9,400.00	\$ 47,000.00	8,000.00	\$ 40,000.00
10	REMOVE BARRIER (E-RAIL)	LF	\$ 30.00	345.00	\$ 10,350.00	-	\$ -	-	\$ -	-	\$ -
11	REMOVE GUARDRAIL	LF	\$ 20.00	2,540.00	\$ 51,200.00	430.00	\$ 8,600.00	1,380.00	\$ 27,600.00	750.00	\$ 15,000.00
12	REMOVE INLET	EA	\$ 1,200.00	4.00	\$ 4,800.00	1.00	\$ 1,200.00	2.00	\$ 2,400.00	1.00	\$ 1,200.00
13	REMOVE OVERSIDE DRAIN	EA	\$ 760.00	21.00	\$ 15,960.00	12.00	\$ 9,120.00	3.00	\$ 2,280.00	6.00	\$ 4,560.00
14	REMOVE HEADWALL	EA	\$ 2,500.00	4.00	\$ 10,000.00	2.00	\$ 5,000.00	-	\$ -	2.00	\$ 5,000.00
15	REMOVE CORRUGATED STEEL PIPE	LF	\$ 85.00	185.00	\$ 15,725.00	145.00	\$ 12,325.00	-	\$ -	40.00	\$ 3,400.00
16	REMOVE FIREHYDRANT	EA	\$ 2,000.00	1.00	\$ 2,000.00	-	\$ -	1.00	\$ 2,000.00	-	\$ -
17	RELOCATE FIREHYDRANT	EA	\$ 5,000.00	3.00	\$ 15,000.00	-	\$ -	1.00	\$ 5,000.00	2.00	\$ 10,000.00
18	RELOCATE "GUY WIRE" SUPPORT POLE	EA	\$ 20,000.00	3.00	\$ 60,000.00	1.00	\$ 20,000.00	-	\$ -	2.00	\$ 40,000.00
19	ADJUST FRAME AND COVER TO GRADE	EA	\$ 1,000.00	16.00	\$ 16,000.00	-	\$ -	10.00	\$ 10,000.00	6.00	\$ 6,000.00
20	ADJUST LVMWD STEEL VAULT (STA 15+80)	EA	\$ 7,000.00	1.00	\$ 7,000.00	-	\$ -	-	\$ -	1.00	\$ 7,000.00
21											
22	ROADWAY ITEMS										
23	CONSTRUCT ADA CURB RAMP PER CTP ASSA & ASSB	EA	\$ 6,000.00	4.00	\$ 24,000.00	-	\$ -	-	\$ -	4.00	\$ 24,000.00
24	MINOR CONCRETE SIDEWALK 4" THICK PER O&T	CY	\$ 350.00	95.00	\$ 33,250.00	-	\$ -	-	\$ -	95.00	\$ 33,250.00
25	MINOR CONCRETE INDURABLE CURB AND GUTTER PER SPFH STD L21-2)	CY	\$ 200.00	75.00	\$ 15,000.00	-	\$ -	-	\$ -	75.00	\$ 15,000.00
26	CONSTRUCT DRIVEWAY PER CTP ASSA(16" THICK)	EA	\$ 8,000.00	8.00	\$ 64,000.00	-	\$ -	4.00	\$ 32,000.00	4.00	\$ 32,000.00
27	MIDWEST GUARDRAIL SYSTEM (STEEL POST)	LF	\$ 40.00	1,859.50	\$ 74,380.00	375.00	\$ 15,000.00	672.00	\$ 26,880.00	812.50	\$ 32,500.00
28	ALTERNATIVE IN-LINE TERMINAL SYSTEM	EA	\$ 6,000.00	15.00	\$ 90,000.00	4.00	\$ 24,000.00	8.00	\$ 48,000.00	3.00	\$ 18,000.00
29	COLD PLANE ASPHALT CONCRETE PAVEMENT	SGYD	\$ 4.00	17,873.00	\$ 71,492.00	1,870.00	\$ 7,480.00	8,800.00	\$ 35,200.00	6,800.00	\$ 27,200.00
30	TACK COAT	TON	\$ 2,000.00	8.40	\$ 16,800.00	1.90	\$ 3,800.00	3.70	\$ 7,400.00	2.80	\$ 5,600.00
31	HOT MIX ASPHALT (TYPE A) WIDENING(8" THICK)	TON	\$ 150.00	5,285.00	\$ 792,750.00	2,130.00	\$ 319,500.00	1,800.00	\$ 270,000.00	1,350.00	\$ 202,500.00
32	HOT MIX ASPHALT (TYPE A) 2" OVERLAY	TON	\$ 150.00	1,920.00	\$ 288,000.00	210.00	\$ 31,500.00	390.00	\$ 58,500.00	220.00	\$ 33,000.00
33	CLASS 2 AGGREGATE BASE (WIDENING) 8" THICK	CY	\$ 150.00	2,620.00	\$ 393,000.00	1,040.00	\$ 156,000.00	850.00	\$ 127,500.00	680.00	\$ 102,000.00
34	CONSTRUCT CONCRETE DRIVEWAY (VIEWPOINT SCHOOL)	CY	\$ 1,500.00	53.00	\$ 79,500.00	-	\$ -	53.00	\$ 79,500.00	-	\$ -
35											
36	TRAFFIC SIGNALING, STRIPING & SIGNALIZATION ITEMS										
37	TRAFFIC STRIPING, SIGNAGE AND MARKINGS	LS	\$ 107,000.00	1.00	\$ 107,000.00	1.00	\$ 40,000.00	1.00	\$ 40,000.00	1.00	\$ 77,000.00
38	INSTALL NEW TRAFFIC SIGNAL (OTCR WEST & MULHOLLAND HWY)	LS	\$ 270,000.00	1.00	\$ 270,000.00	-	\$ -	-	\$ -	1.00	\$ 270,000.00
39	MODIFY EXISTING TRAFFIC SIGNAL (OTCR EAST & MULHOLLAND HWY)	LS	\$ 90,000.00	1.00	\$ 90,000.00	-	\$ -	-	\$ -	1.00	\$ 90,000.00
40											
41	TEMPORARY TRAFFIC CONTROL ITEMS										
42	TEMPORARY RAILING (TYPE B)	LF	\$ 25.00	4,500.00	\$ 112,500.00	1,000.00	\$ 25,000.00	1,800.00	\$ 45,000.00	1,700.00	\$ 42,500.00
43	TEMPORARY CRASH CUSHION (PER OPENING)	EA	\$ 3,000.00	10.00	\$ 30,000.00	2.00	\$ 6,000.00	4.00	\$ 12,000.00	4.00	\$ 12,000.00
44	CHANGIBLE MESSAGE SIGN (CMS)	EA	\$ 3,000.00	6.00	\$ 18,000.00	2.00	\$ 6,000.00	2.00	\$ 6,000.00	2.00	\$ 6,000.00
45	TEMPORARY TRAFFIC SIGNS	EA	\$ 300.00	35.00	\$ 10,500.00	13.00	\$ 3,900.00	70.00	\$ 21,000.00	20.00	\$ 6,000.00
46	TEMPORARY TRAFFIC CONTROL (MISC)	LS	\$ 180,000.00	1.00	\$ 180,000.00	1.00	\$ 60,000.00	1.00	\$ 60,000.00	1.00	\$ 60,000.00
47											

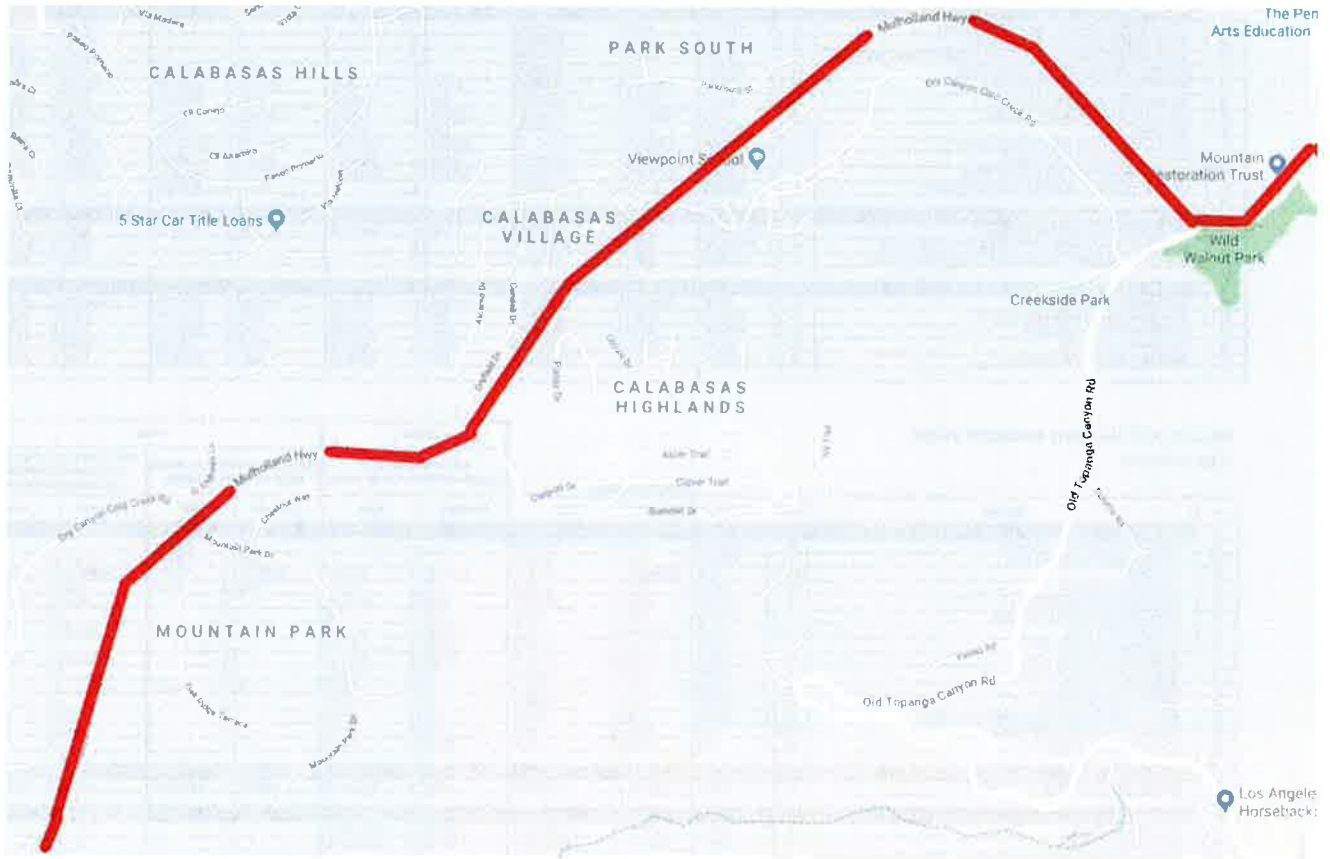
MULHOLLAND HIGHWAY FEASIBILITY STUDY
 COST ESTIMATE

#	BID ITEM	UNIT	UNIT COST	QUANTITY	COST	PHASE 2		PHASE 1			
						CITY LIMIT TO SOUTH OF CONDELL DR (STATION 16+00 - 87+00)		CONDELL DR TO VIEWPOINT SCHOOL END (STATION 87+00- 136+00)		VIEWPOINT SCHOOL END TO OLD TOPENGA CANYON RD (EAST) (STATION 136+00-161+00)	
						QUANTITY	COST	QUANTITY	COST	QUANTITY	COST
TOTAL OF ALL PHASES											
48	DRAINAGE ITEMS										
49	CURB OPENING CATCH BASIN (L=21 FT)	EA	\$ 15,000.00	1.00	\$ 15,000.00	-	\$ -	1.00	\$ 15,000.00	-	\$ -
50	CURB OPENING CATCH BASIN (L=7 FT)	EA	\$ 5,000.00	1.00	\$ 5,000.00	-	\$ -	1.00	\$ 5,000.00	-	\$ -
51	HYDROSEED	SQFT	\$ 0.10	116,000.00	\$ 11,600.00	57,360.00	\$ 5,736.00	38,640.00	\$ 3,864.00	20,000.00	\$ 2,000.00
52	MINOR HOT MIX ASPHALT	TON	\$ 700.00	2.10	\$ 1,470.00	1.70	\$ 1,190.00	0.30	\$ 210.00	0.60	\$ 420.00
53	STRUCTURAL CONCRETE HEADWALL	CY	\$ 1,375.00	49.00	\$ 67,375.00	35.00	\$ 48,125.00	-	\$ -	14.00	\$ 19,250.00
54	MAJOR CONCRETE (MAJOR STRUCTURE)	CY	\$ 2,000.00	0.30	\$ 600.00	0.30	\$ 600.00	-	\$ -	-	\$ -
55	BAR REINFORCING STEEL	LB	\$ 1.20	3,350.00	\$ 4,020.00	2,350.00	\$ 2,820.00	-	\$ -	600.00	\$ 720.00
56	24" REINFORCED CONCRETE PIPE	LF	\$ 130.00	148.00	\$ 19,240.00	138.00	\$ 17,940.00	-	\$ -	-	\$ -
57	48" REINFORCED CONCRETE PIPE	LF	\$ 275.00	105.00	\$ 28,875.00	60.00	\$ 16,500.00	-	\$ -	45.00	\$ 12,375.00
58	24" CORRUGATED STEEL PIPE (1.109" THICK)	LF	\$ 175.00	9.00	\$ 1,575.00	9.00	\$ 1,575.00	-	\$ -	-	\$ -
59	DRAINAGE INLET MARKER	EA	\$ 200.00	3.00	\$ 600.00	1.00	\$ 200.00	2.00	\$ 400.00	-	\$ -
60	CONCRETE (CONCRETE APRON)	CY	\$ 1,450.00	1.00	\$ 1,450.00	1.00	\$ 1,450.00	-	\$ -	-	\$ -
61	ROCK SLOPE PROTECTION (150 LB, CLASS III, METHOD B)	CY	\$ 260.00	2.00	\$ 520.00	1.50	\$ 390.00	-	\$ -	0.50	\$ 130.00
62	ROCK SLOPE PROTECTION FABRIC (CLASS B)	SGYD	\$ 4.50	16.00	\$ 72.00	12.00	\$ 54.00	-	\$ -	4.00	\$ 18.00
63	MISCELLANEOUS IRON AND STEEL	LB	\$ 2.00	236.00	\$ 472.00	236.00	\$ 472.00	-	\$ -	-	\$ -
64											
65	EROSION CONTROL ITEMS										
66	EROSION CONTROL (CEBRIS BARRIER / FENCE)	LF	\$ 500.00	1,680.00	\$ 840,000.00	430.00	\$ 215,000.00	1,050.00	\$ 525,000.00	200.00	\$ 100,000.00
67											
68	STRUCTURAL ITEMS										
69	RETAINING WALL NO. 1	SF	\$ 350.00	4,600.00	\$ 1,610,000.00	4,500.00	\$ 1,575,000.00	-	\$ -	-	\$ -
70	RETAINING WALL NO. 2	SF	\$ 310.00	9,540.00	\$ 2,957,400.00	9,540.00	\$ 2,957,400.00	-	\$ -	-	\$ -
71	RETAINING WALL NO. 3 (GEOTECH RECOMMENDS ROCK CUT, SEE REMOVALS)	SF	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -
72	RETAINING WALL NO. 4	SF	\$ 210.00	8,800.00	\$ 1,848,000.00	-	\$ -	6,600.00	\$ 1,386,000.00	-	\$ -
73	RETAINING WALL NO. 5 (GEOTECH RECOMMENDS ROCK CUT, SEE REMOVALS)	SF	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -
74	RETAINING WALL NO. 6	SF	\$ 300.00	2,000.00	\$ 600,000.00	-	\$ -	-	\$ -	2,000.00	\$ 600,000.00
75	RETAINING WALL NO. 7	SF	\$ 165.00	800.00	\$ 132,000.00	-	\$ -	-	\$ -	800.00	\$ 132,000.00
76	RETAINING WALL NO. 8	SF	\$ 180.00	500.00	\$ 90,000.00	-	\$ -	-	\$ -	500.00	\$ 90,000.00
TOTALS											
SUB TOTAL						\$ 11,624,724.00	\$ 3,815,407.00	\$ 3,522,734.00	\$ 2,786,583.00		
CONTINGENCY						\$ 2,907,000.00	\$ 1,454,500.00	\$ 881,000.00	\$ 572,000.00		
TOTAL CONSTRUCTION COST						\$ 14,531,724.00	\$ 7,669,407.00	\$ 4,403,734.00	\$ 3,358,583.00		
TOTAL CONSTRUCTION COST (ROUNDED)						\$ 14,600,000.00	\$ 7,300,000.00	\$ 4,400,000.00	\$ 3,300,000.00		

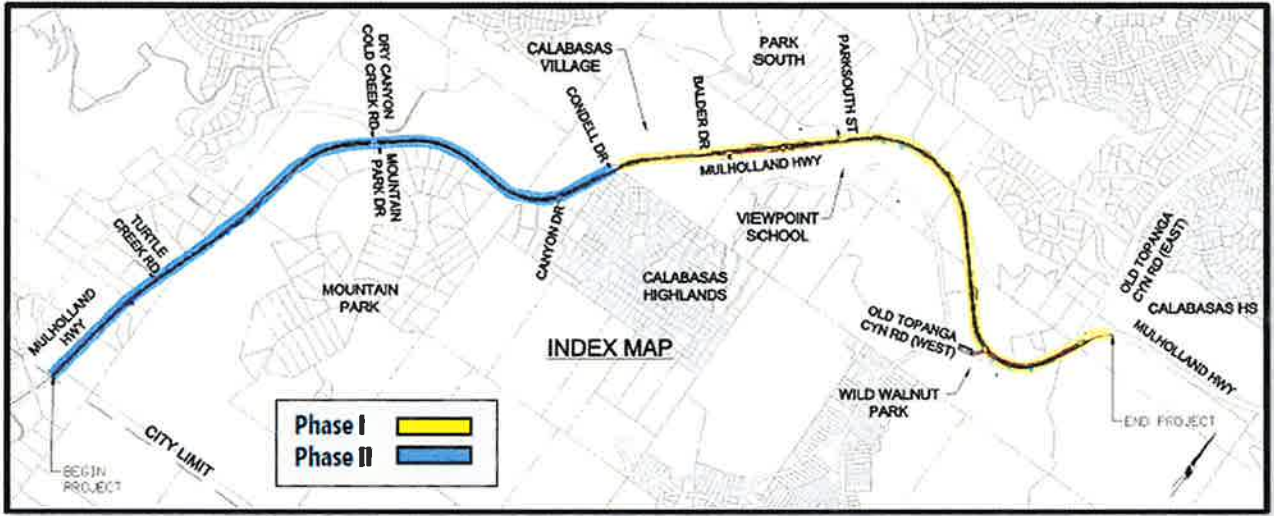
PROJECT DETAILED SCHEDULE:

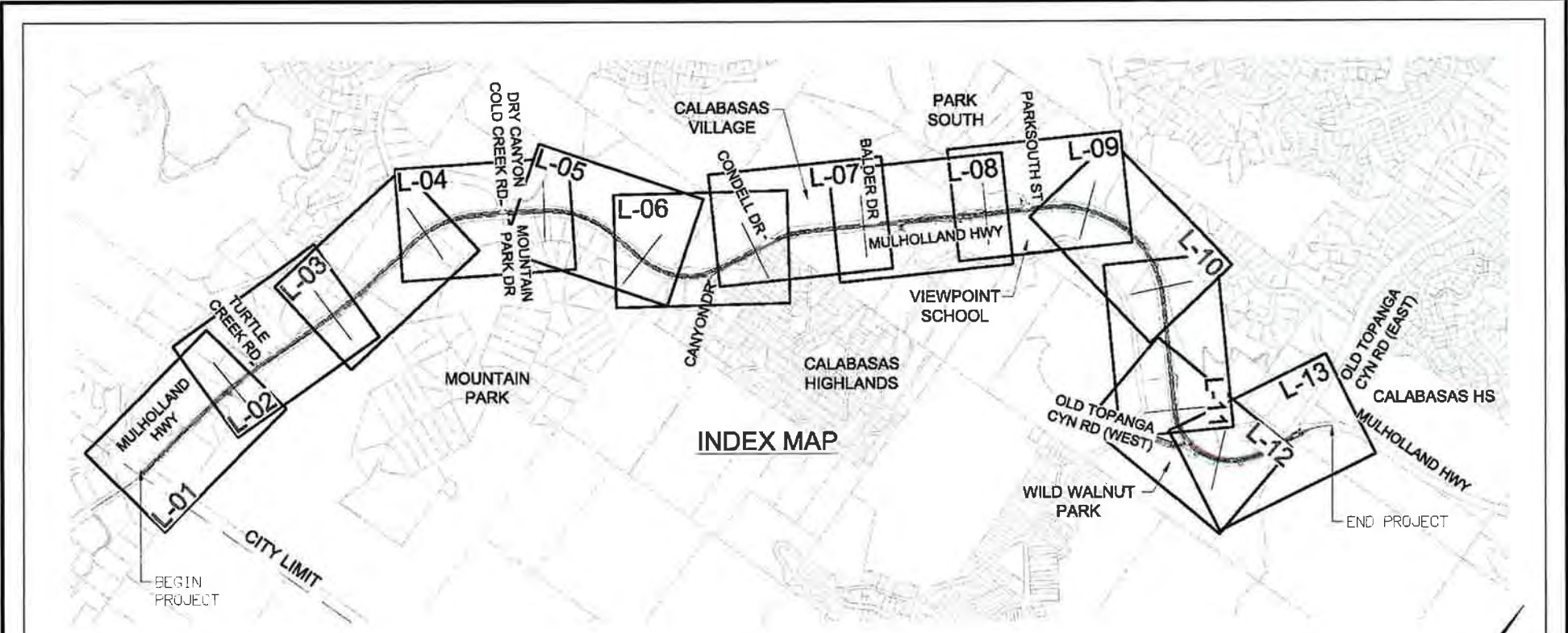
Milestones	Begin	End	Duration (months)
PS&E	August 2021	April 2022	9
Bid	May 2022	May 2022	1
Construction	June 2022	August 2023	14

PROJECT MAP:



- Phase I improvements are from Old Topanga Canyon Road (East) to Condell Drive.
- Phase II improvements are from Condell Drive up to the City limit line near Lyndon Drive.





INDEX MAP

ABBREVIATIONS

Q	CENTERLINE	PROP	PROPOSED
(XX)	EXISTING DIMENSION	R/W	RIGHT-OF-WAY
AC	ASPHALT CONCRETE	R	RADIUS
ETW	EDGE OF TRAVEL WAY	RD	ROAD
EX	EXISTING	SHLD	SHOULDER
FG	FINISHED GROUND	SW	SIDEWALK
FH	FIRE HYDRANT		
H	HEIGHT		
HWY	HIGHWAY		
L	LENGTH		
OG	ORIGINAL GROUND		
PP	POWER POLE		

LEGEND

	EXISTING K-RAIL
	EXISTING WALL
	EXISTING GUARDRAIL
	EXISTING ETW
	EXISTING APPURTENANCE
	PROPOSED RETAINING WALL
	PROPOSED GUARDRAIL
	PROPOSED SIDEWALK
	PROPOSED EDGE OF SHOULDER
	PROPOSED ETW
	PROPOSED HEADWALL
	PROPOSED FP / FH
	EROSION CONTROL

SHEET INDEX

SHEET NO	DESCRIPTION
1	INDEX MAP
2	TYPICAL CROSS SECTIONS
3-15	LAYOUT SHEETS

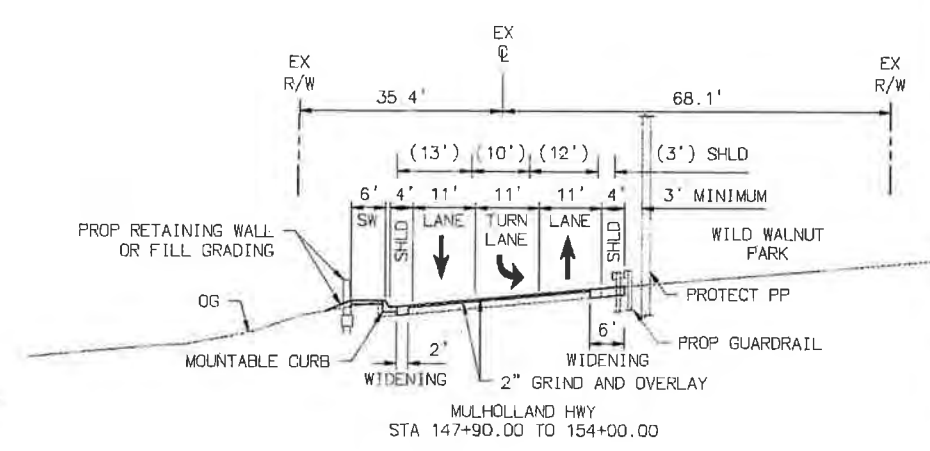
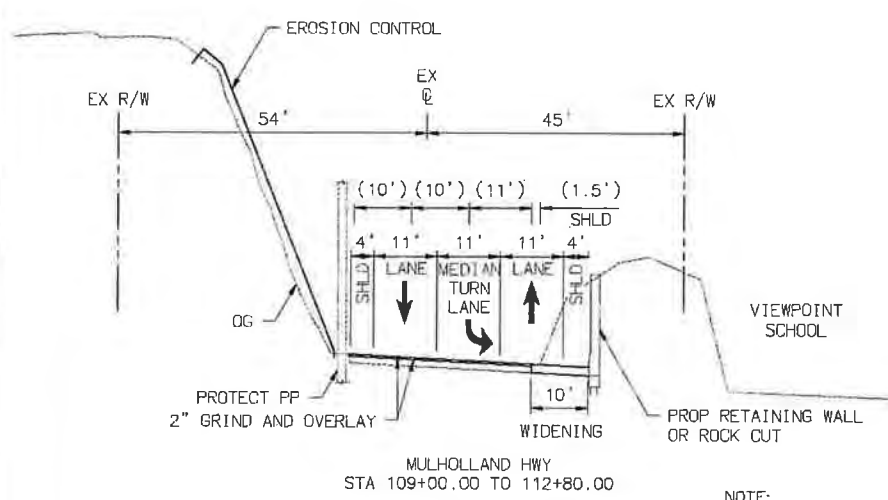
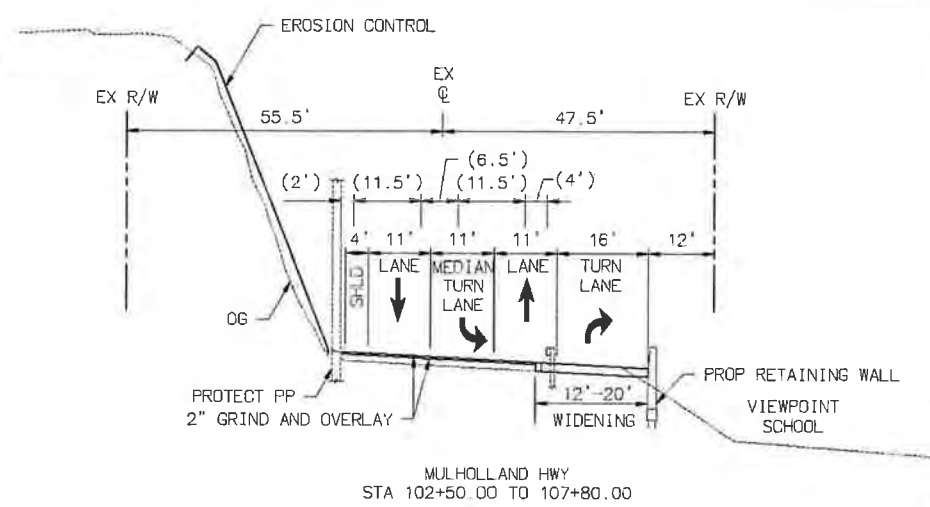
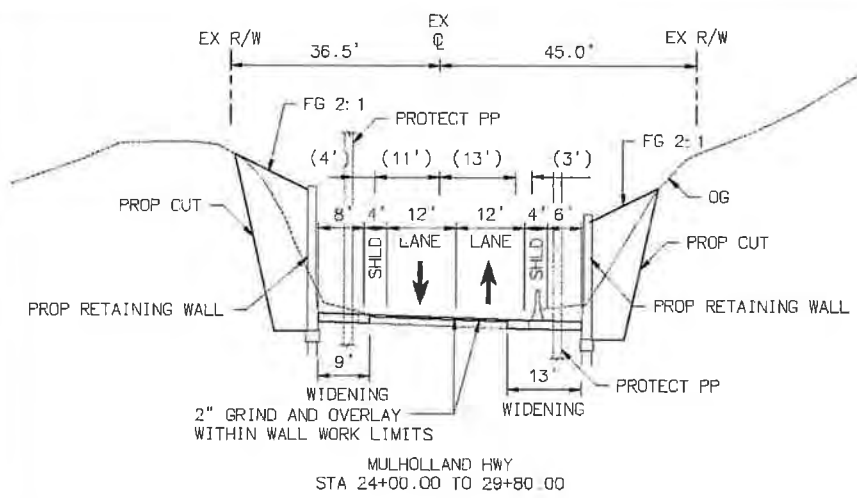
**DRAFT MULHOLLAND
HIGHWAY CONCEPT
PLANS DATED MAY 2020**

PREPARED FOR:
CITY OF CALABASAS
PUBLIC WORKS DEPARTMENT
32500 MULHOLLAND HWY
CALABASAS, CA 91302
WWW.CITYCALABASAS.COM

PREPARED BY:
Michael Baker
INTERNATIONAL
831 S Grand Ave #450
Los Angeles, CA 90017
Phone: (213) 790.7359
MEBAKERINTL.COM

MULHOLLAND HIGHWAY FEASIBILITY STUDY
OLD TOPANGA CYN RD - CITY LIMIT
INDEX MAP

SCALE: N/A
SHEET NO: 1 of 15
IDX-01



NOTE:

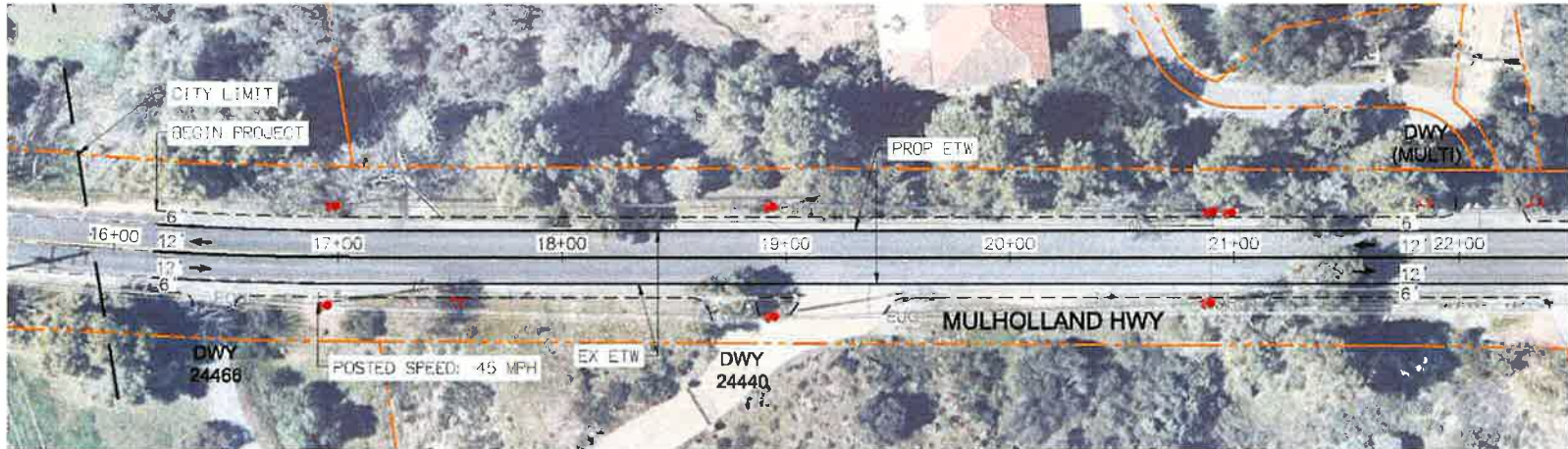
- MULHOLLAND HWY PAVEMENT GRIND AND OVERLAY LIMITS ARE FROM CANYON DRIVE TO OLD TOPANGA CANYON ROAD (EAST) EXCEPT AS NOTED.

PREPARED FOR:
CITY of CALABASAS
 PUBLIC WORKS DEPARTMENT
 10000 CALABASAS AVENUE
 CALABASAS, CA 91302
 (714) 255-1100

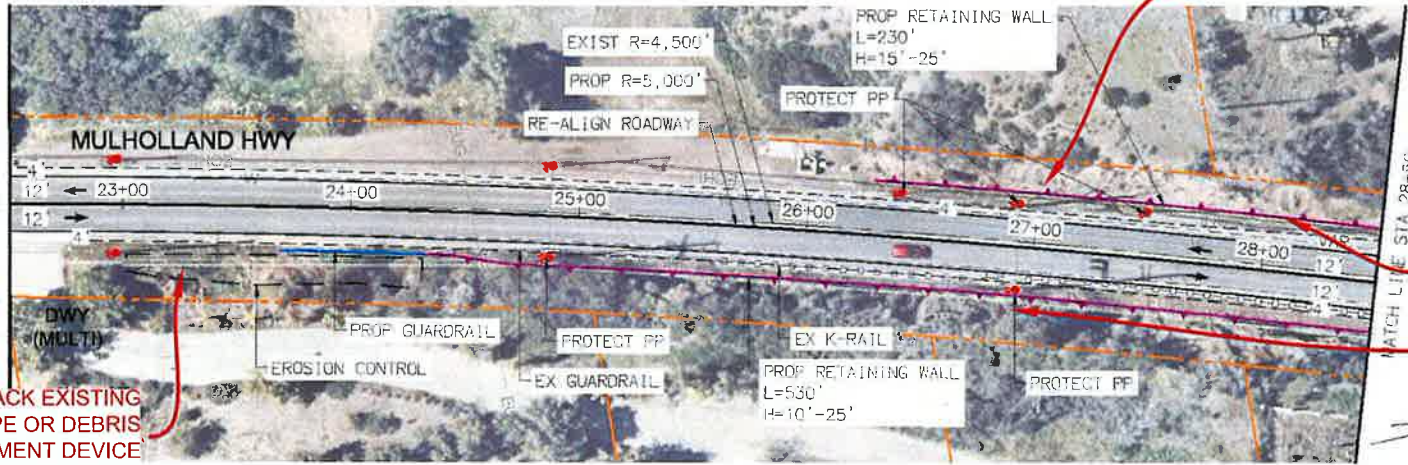
PREPARED BY:
Michael Baker
 INTERNATIONAL
 801 S Grand Ave #550
 Los Angeles, CA 90017
 Phone: (213) 250-7359
 MB@BAKERINTL.COM

MULHOLLAND HIGHWAY FEASIBILITY STUDY
 OLD TOPANGA CYN RD - CITY LIMIT
 TYPICAL CROSS SECTIONS

XC-01
 NO. 1: N/A
 SHEET NO.: 2 of 15



MATCH LINE STA 22+50



VERY WEATHERED
CONEJO FORMATION

VOLCANIC BEDROCK



LAYBACK EXISTING
SLOPE OR DEBRIS
CONTAINMENT DEVICE
AT TOE OF SLOPE

L-01



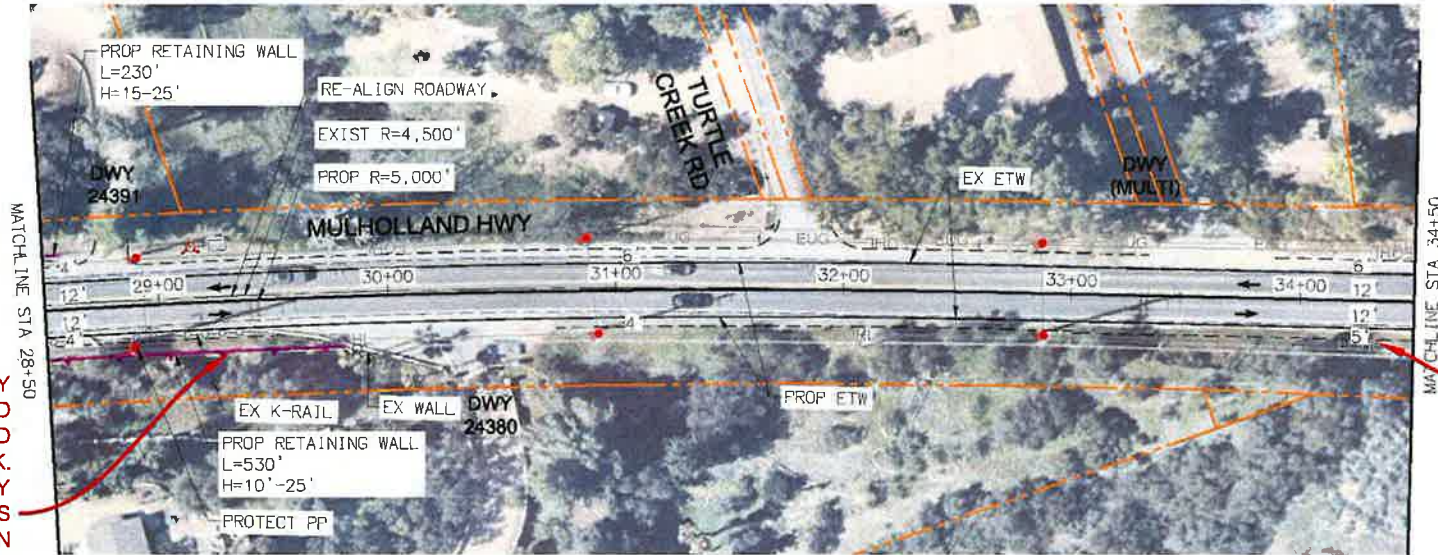
PREPARED FOR
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28,500 E 17th St
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MBAKER@NTL.COM



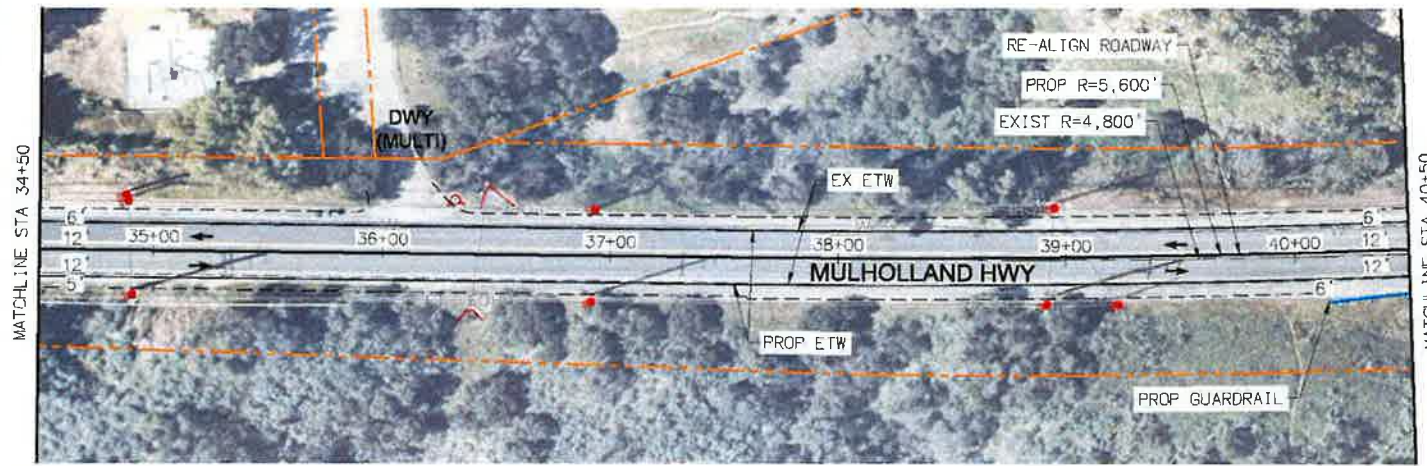
MULHOLLAND HIGHWAY FEASIBILITY STUDY
OLD TOPANGA CYN RD - CITY LIMIT
LAYOUT SHEETS

SCALE:
1"=50'
SHEET NO:
3 ✓ 15



VERY WEATHERED AND FRACTURED VOLCANIC ROCK. CURRENTLY DEBRIS DEPOSITION OVER TOPPING K-RAIL ON THE EAST SIDE OF THE ROAD

LAYBACK SLOPE IF POSSIBLE AND IF EROSION CONTROL IS NECESSARY



PREPARED FOR:

CITY of CALABASAS
 PUBLIC WORKS DEPARTMENT
 22000 CALLE DEL MAR
 CALABASAS, CA 91301
 WWW.CITYCALABASAS.COM

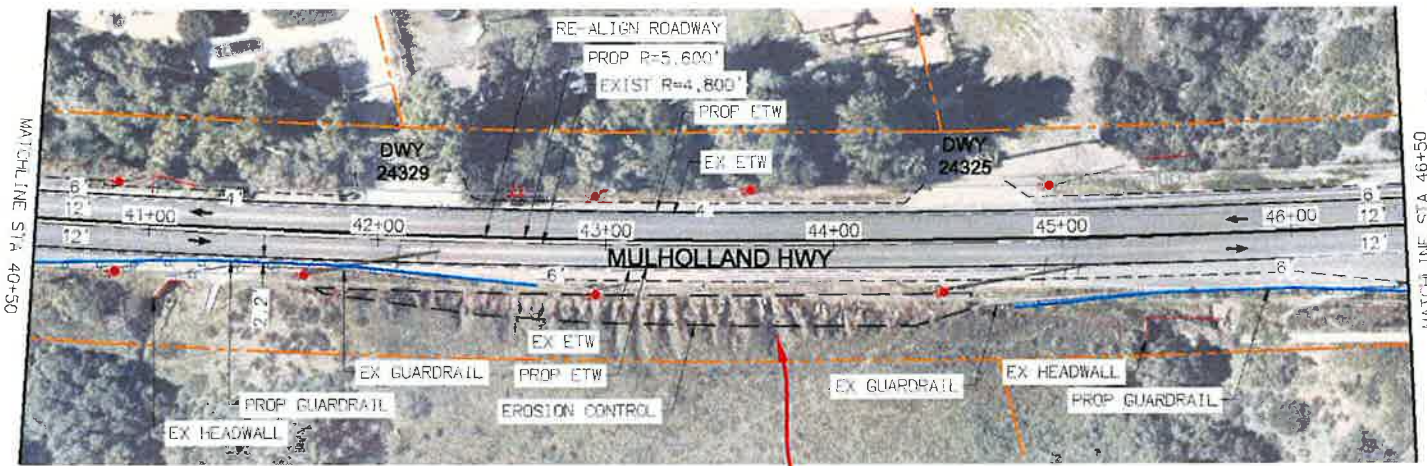
PREPARED BY:
Michael Baker
 INTERNATIONAL
 801 S Grand Ave #250
 Los Angeles, CA 90017
 Phone (213) 250-7359
 MBAKER@MBAKERINTL.COM



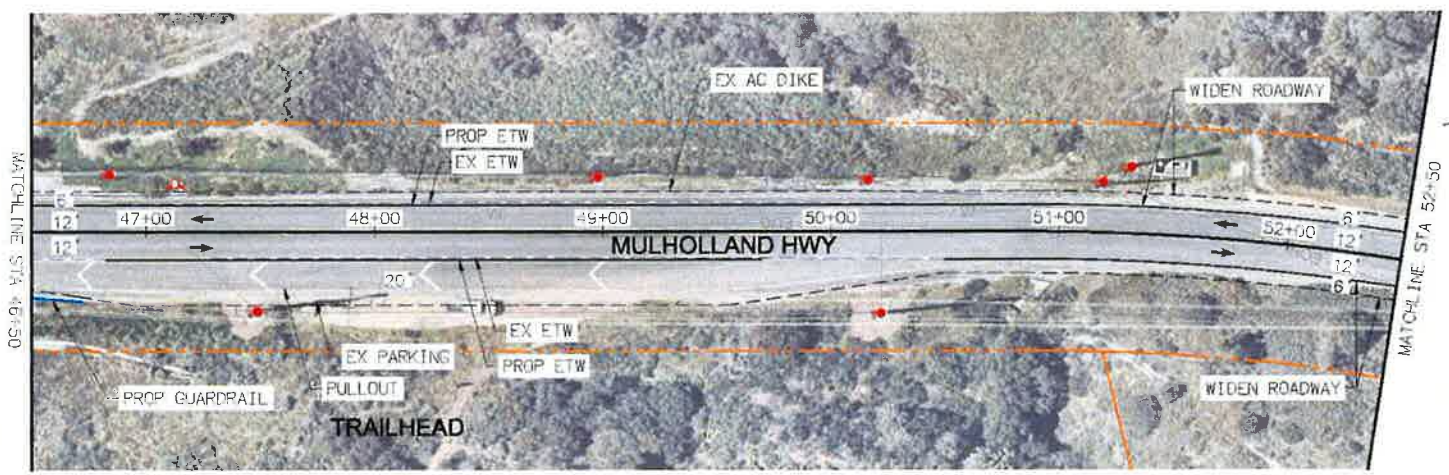
MULHOLLAND HIGHWAY FEASIBILITY STUDY
 OLD TOPANGA CYN RD - CITY LIMIT
 LAYOUT SHEETS

NO. 1
 1"=50'
 SHEET NO.
 4 of 15

L-02



LAYBACK (OLDER ALLUVIUM)



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CITY OF CALABASAS
 PUBLIC WORKS DEPARTMENT
 20000 CALIFORNIA AVENUE
 CALABASAS, CA 91301
 WWW.CITYOF-CALABASAS.COM

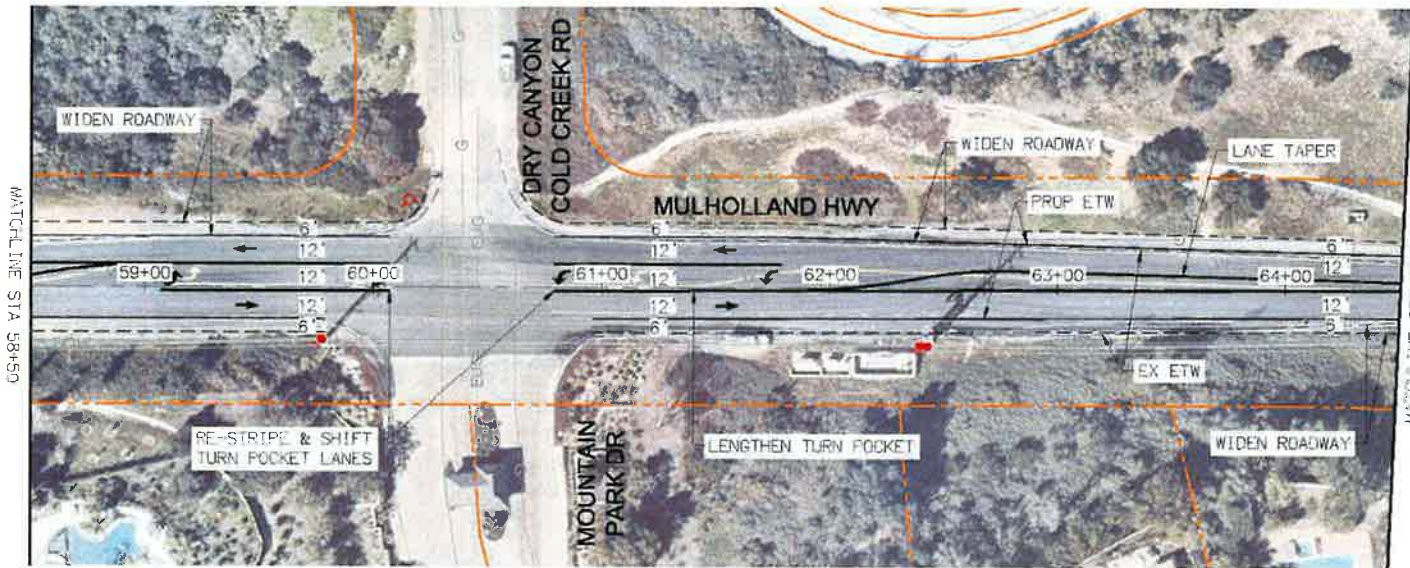
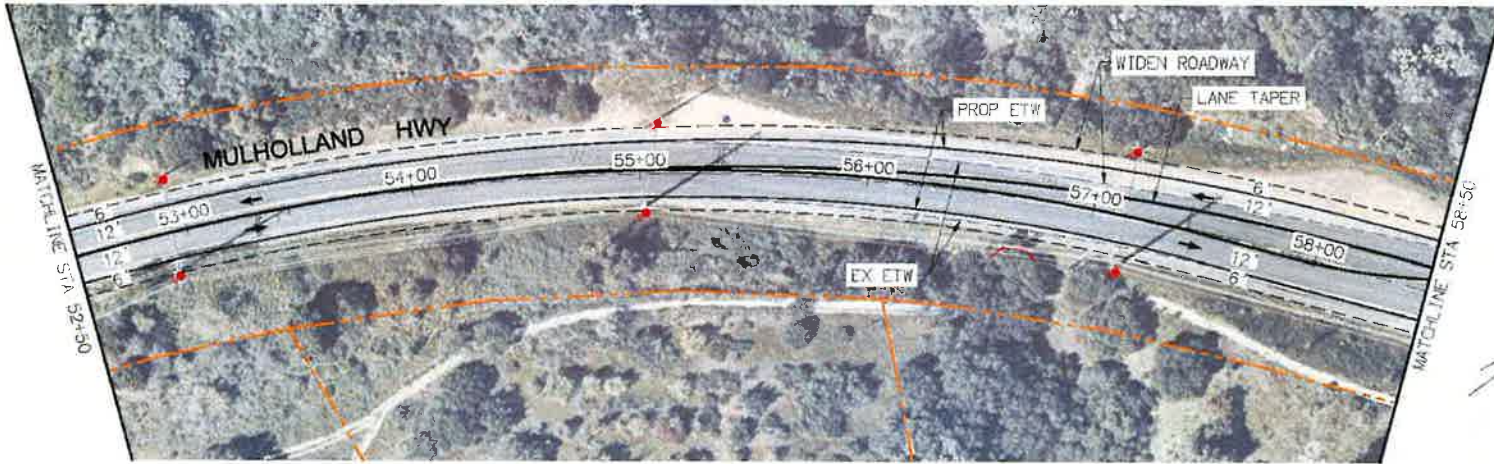
PREPARED BY:

Michael Baker
 INTERNATIONAL
 6010 Grand Ave #650
 Los Angeles, CA 90001
 Phone: (213) 750-7759
 MBI@MBINTL.COM



MULHOLLAND HIGHWAY FEASIBILITY STUDY
 OLD TOPANGA CYN RD - CITY LIMIT
 LAYOUT SHEETS

L-03
 SCALE: 1"=50'
 SHEET NO.: 5 ✓ 15



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 PUBLIC WORKS DEPARTMENT
 55 CALABASAS BLVD
 CALABASAS, CA 91301
 WWW.CITYCALABASAS.COM

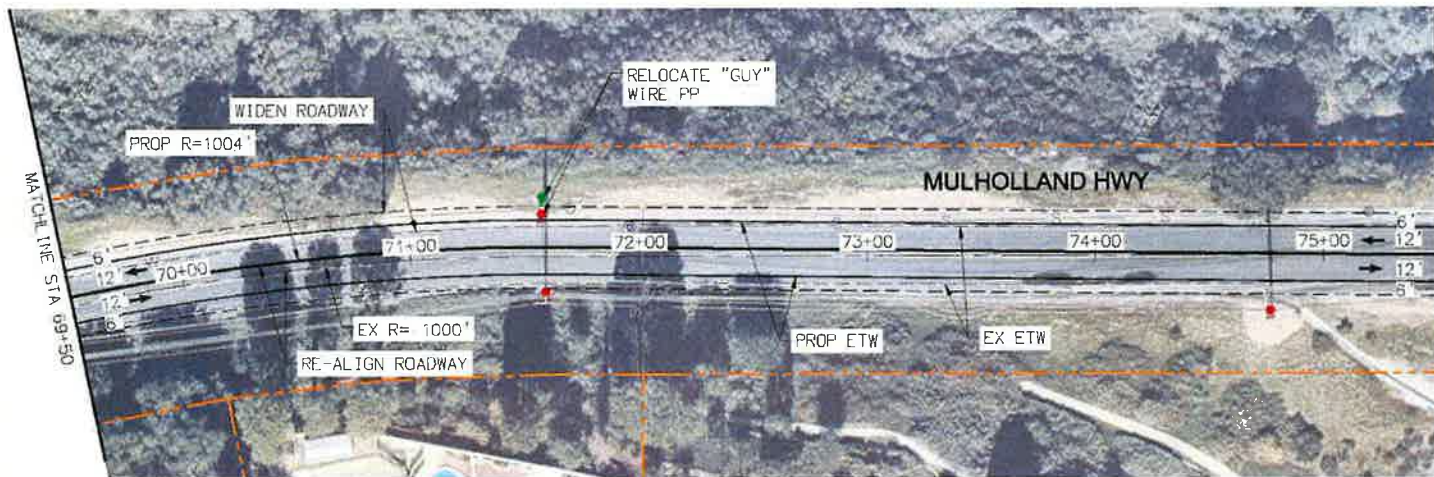
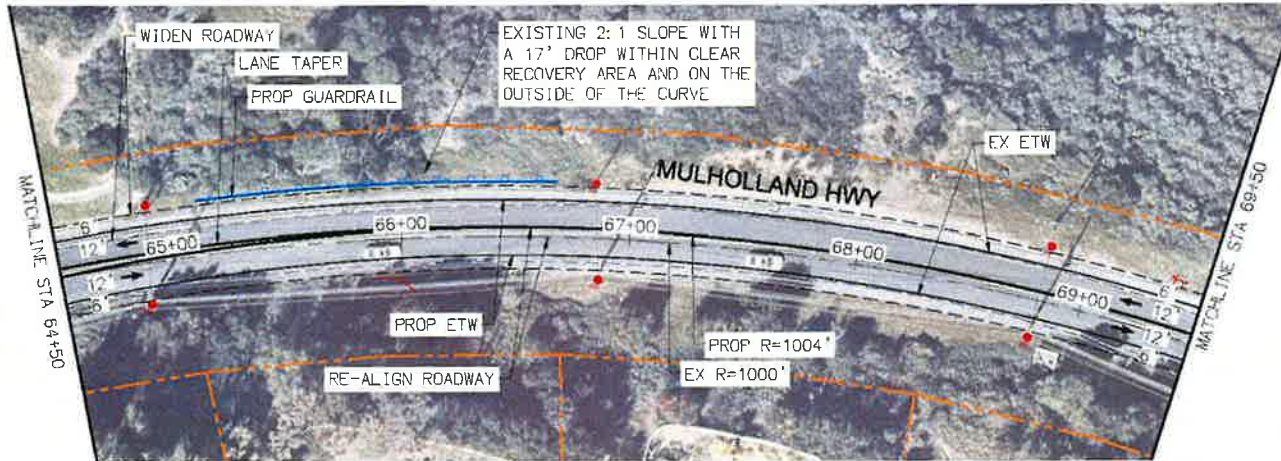
PREPARED BY:
Michael Baker INTERNATIONAL
 801 S Grand Ave #200
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 Phone: (213) 550-7359
 MBK-ERK@MBI.COM



MULHOLLAND HIGHWAY FEASIBILITY STUDY
 OLD TOPANGA CYN RD - CITY LIMIT
 LAYOUT SHEETS

SCALE	1"=50'
SHEET NO.	6 of 15

L-04



L-05



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CITY OF CALABASAS
 PUBLIC WORKS DEPARTMENT
 390 ENCINITAS BLVD
 CALABASAS, CALIFORNIA
 91302-4342

PREPARED BY:

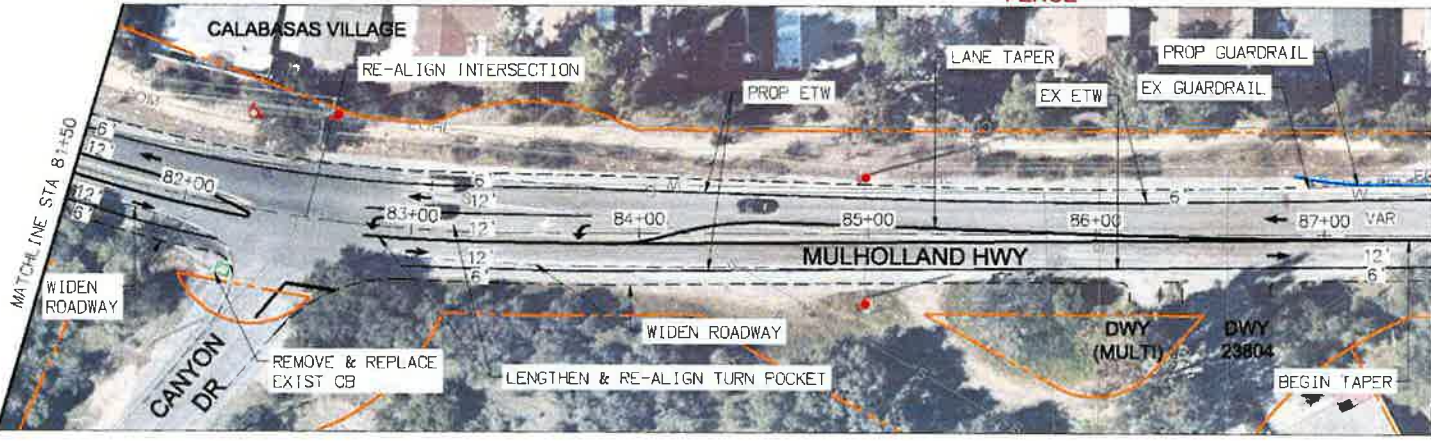
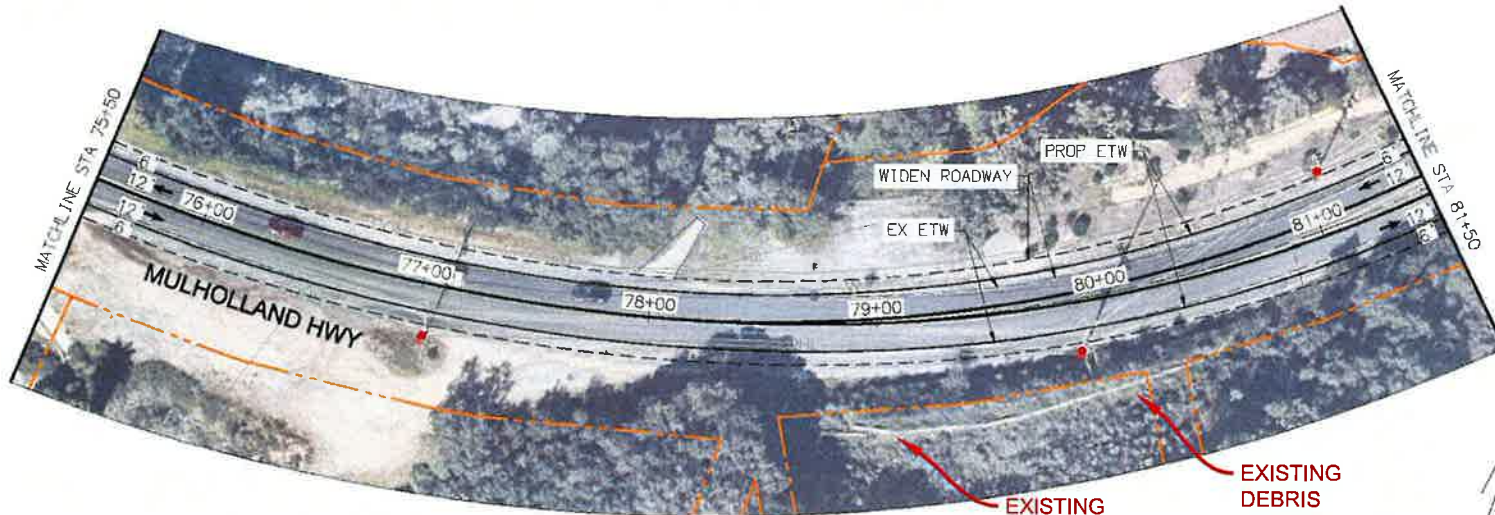
Michael Baker
 INTERNATIONAL

801 S Grand Ave #250
 Los Angeles, CA 90017
 Phone (213) 250-7359
 MBSA-ERINTL.COM



MULHOLLAND HIGHWAY FEASIBILITY STUDY
 OLD TOPANGA CYN RD - CITY LIMIT
 LAYOUT SHEETS

SCALE:	1"=50'
SHEET NO.:	7 of 15



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CITY OF CALABASAS
 PUBLIC WORKS DEPARTMENT
 33 Sycamore Dr
 Calabasas, CA 91301
 (818) 261-1100
 WWW.CITYOF.CALABASAS.COM



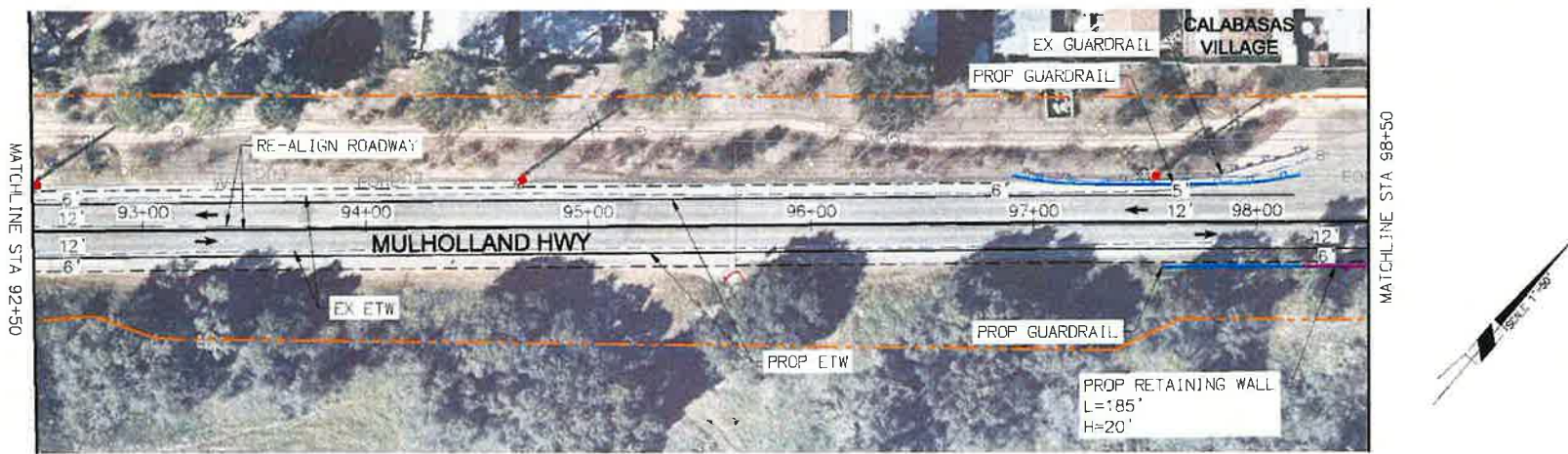
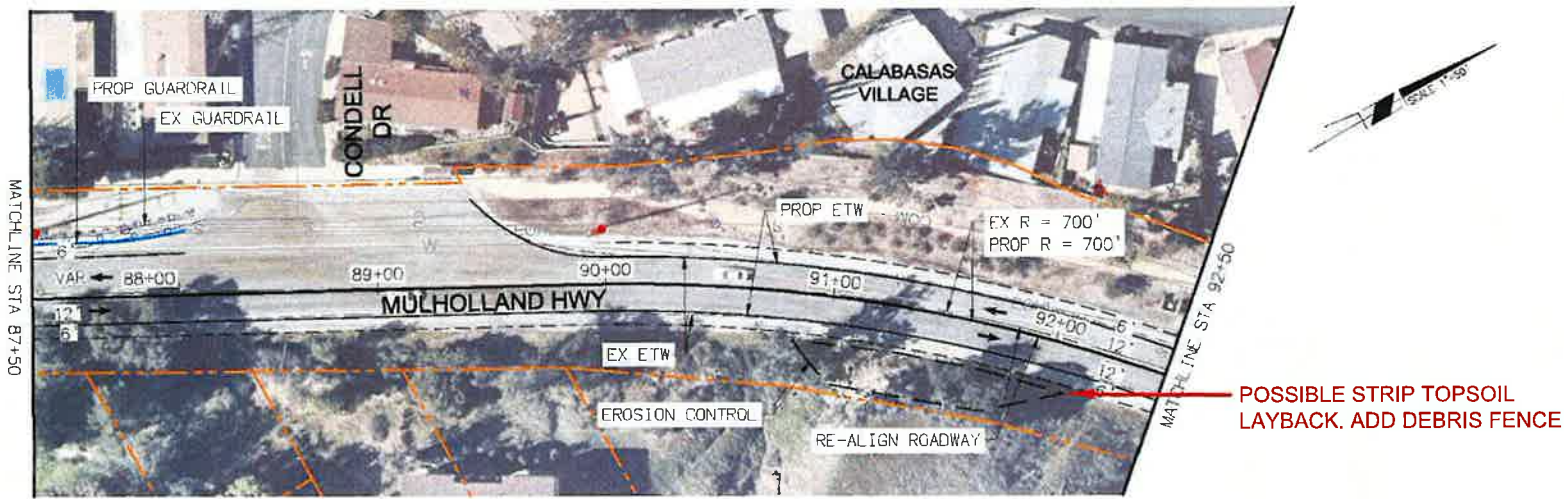
PREPARED BY:
Michael Baker International
 801 S Grand Ave #250
 Los Angeles, CA 90017
 Phone: (213) 250-7359
 MBI@BRINTL.COM



MULHOLLAND HIGHWAY FEASIBILITY STUDY
 OLD TOPANGA CYN RD - CITY LIMIT
 LAYOUT SHEETS

NO.:	1"=50'
SHEET NO.:	8 of 15

L-06



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City of CALABASAS
 PUBLIC WORKS DEPARTMENT
 5900 MULHOLLAND HWY
 CALABASAS, CA 91302
 WWW.CITYOF-CALABASAS.COM

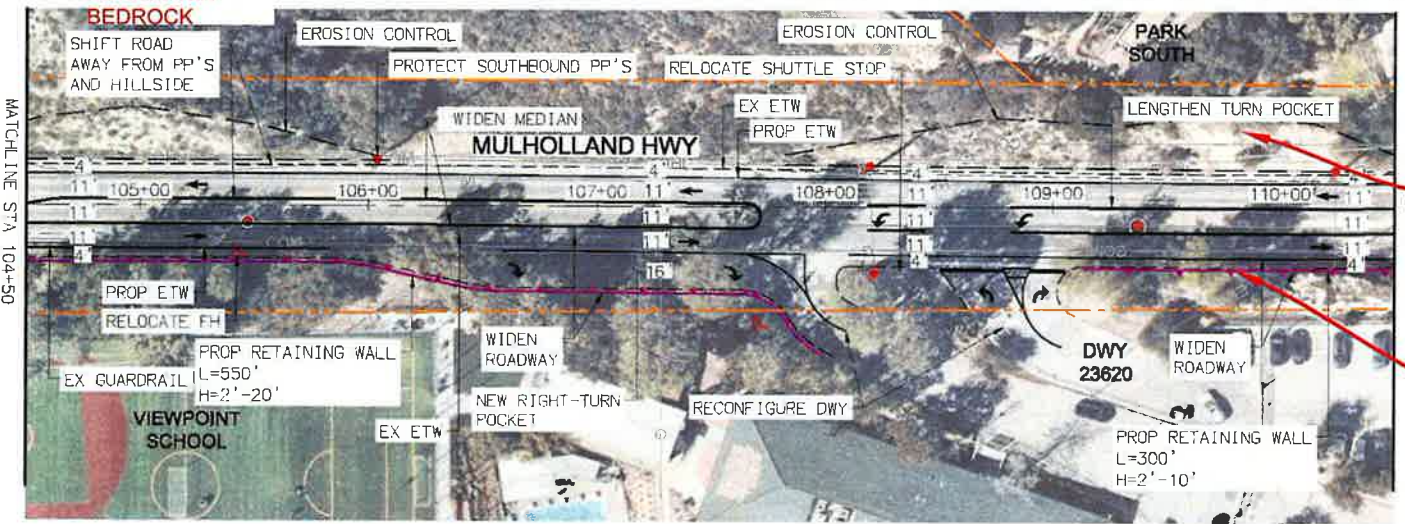
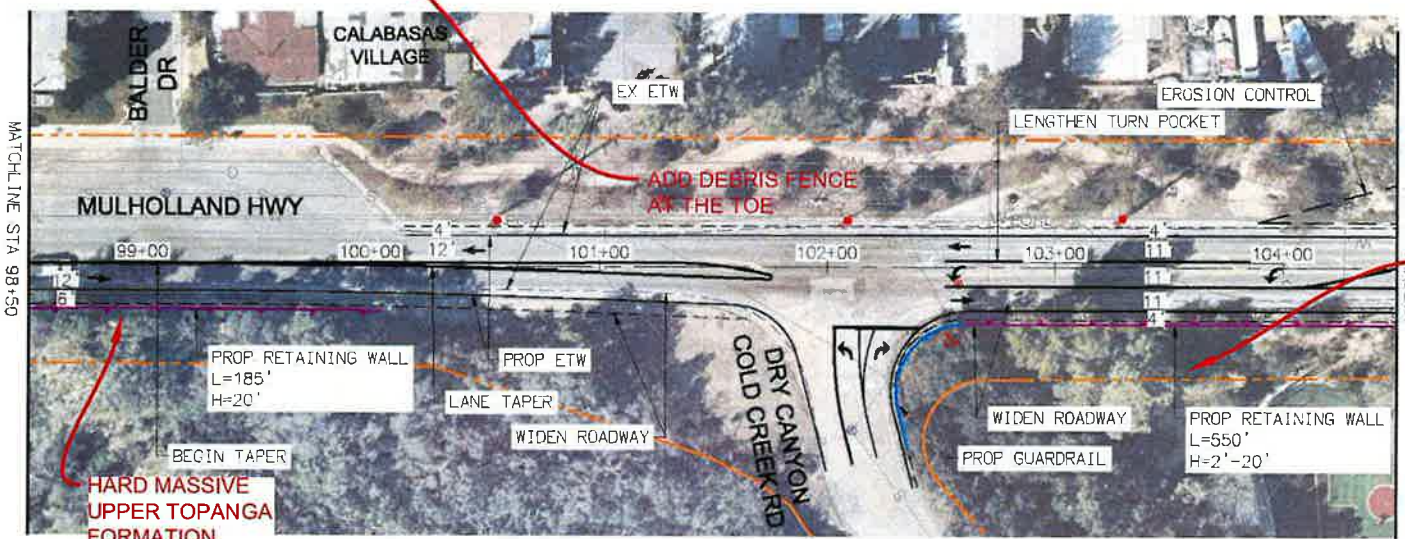
PREPARED BY:
Michael Baker INTERNATIONAL

801 S Grand Ave #320
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 Phone: (213) 550-7359
 MBI@MBAINTL.COM



MULHOLLAND HIGHWAY FEASIBILITY STUDY
 OLD TOPANGA CYN RD - CITY LIMIT
 LAYOUT SHEETS

L-07
 SCALE: 1"=50'
 SHEET NO. 9 of 15



ALLUVIUM/FILL?

NO ROOM TO LAYBACK.
HARD ROCK. ADD DEBRIS
FENCE AT TOE OF THE
UPPER TOPANGA
FORMATION

TOPANGA FORMATION
(HARD) CURRENT VERTICAL
CUTS POSSIBLE.
NO WALL NEEDED,
LAY CUT BACK.

MATCHLINE STA 104+50

MATCHLINE STA 110+50

MATCHLINE STA 98+50

MATCHLINE STA 104+50



PREPARED FOR

CITY of CALABASAS
PUBLIC WORKS DEPARTMENT
300 ONE CENTER BLVD
CALABASAS, CA 91301
760-497-3200
WWW.CITYCALABASAS.COM

PREPARED BY:

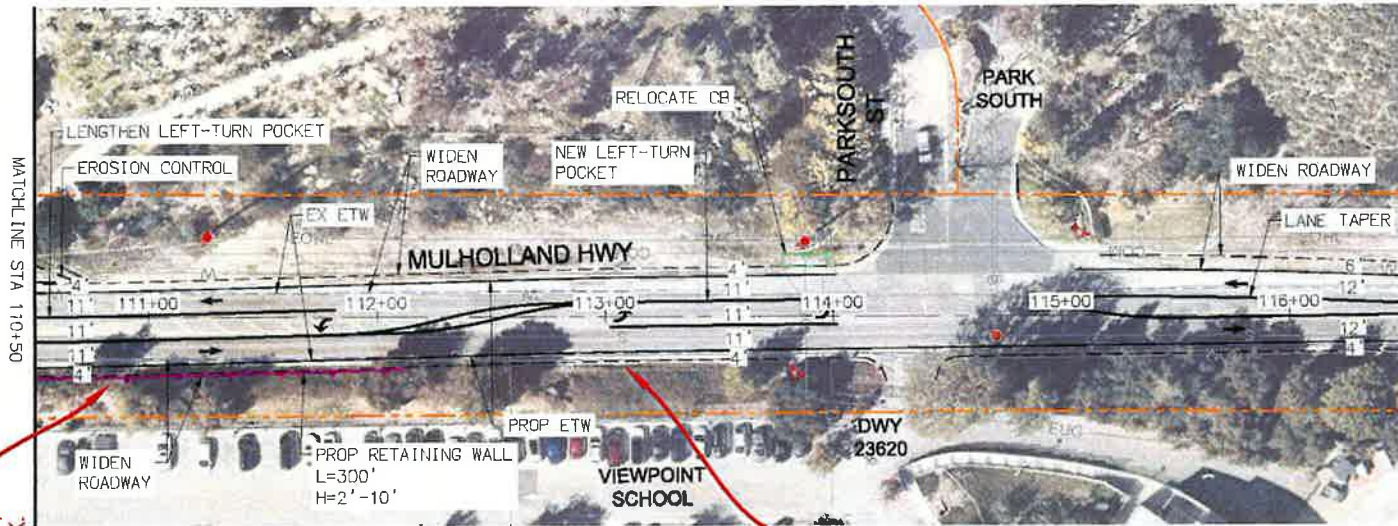
Michael Baker
INTERNATIONAL
601 S Grand Ave #250
Los Angeles, CA 90017
Phone (213) 250-7359
MBAKERINTL.COM



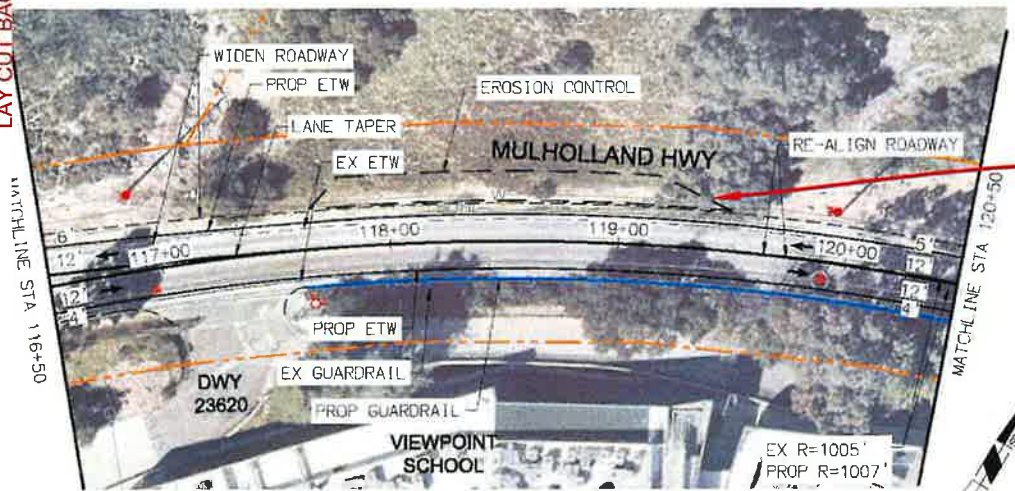
MULHOLLAND HIGHWAY FEASIBILITY STUDY
OLD TOPANGA CYN RD - CITY LIMIT
LAYOUT SHEETS

NO. OF SHEETS	1"=50'
SHEET NO.	10 of 15

L-08



SOFTER ROCK. RECOMMENDED TO LAYBACK



EVERY CUT IN MONTEREY FORMATION IS HIGHLY FRACTURED AND PRONE TO DEBRIS DEPOSITION IN STEEP CUTS

TOPANGA FORMATION
(HARD) CURRENT VERTICAL
CUTS POSSIBLE.
NO WALL NEEDED,
LAY CUT BACK.



PREPARED FOR
CITY OF CALABASAS
PUBLIC WORKS DEPARTMENT
300 SINE SPOON RD
PO BOX 232440
LOS ANGELES
WWW.CITYOF.CALABASAS.COM

PREPARED BY:

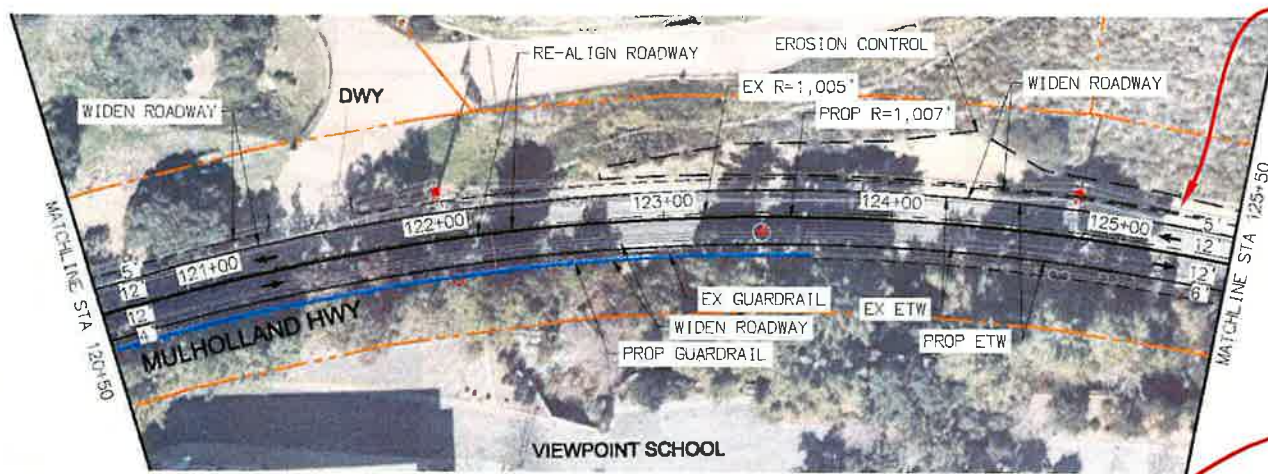
Michael Baker
INTERNATIONAL

801 S Grand Ave #050
Los Angeles, CA 90017
Phone (213) 790 7359
MBAK@INTL.COM

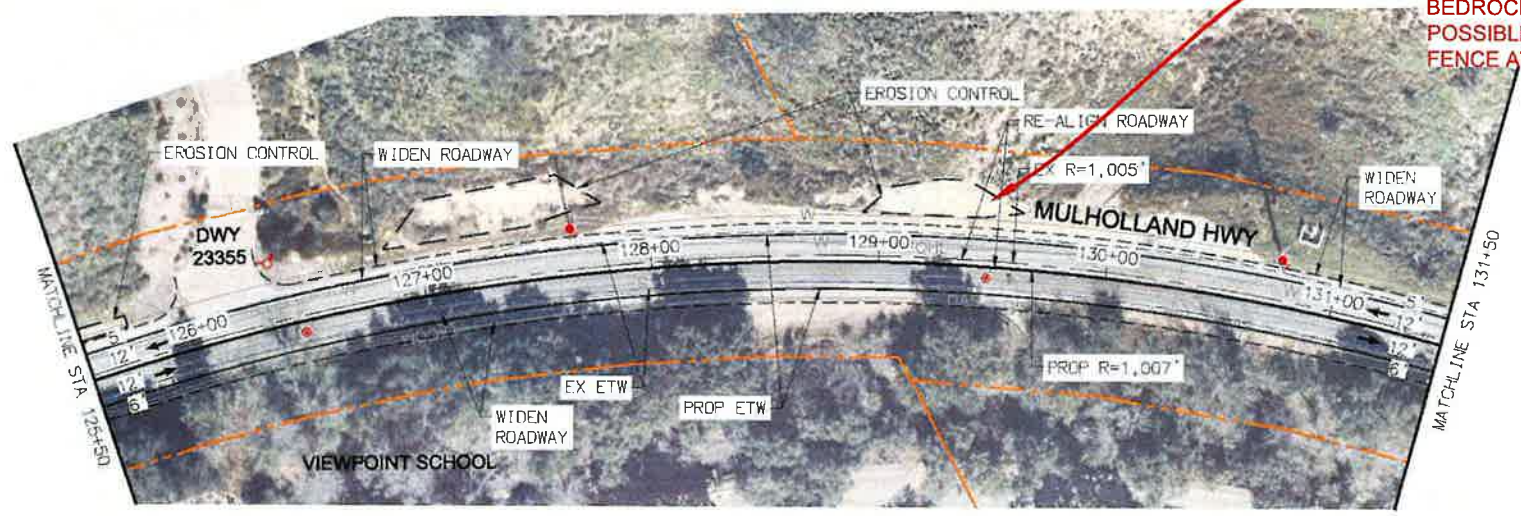


MULHOLLAND HIGHWAY FEASIBILITY STUDY
OLD TOPANGA CYN RD - CITY LIMIT
LAYOUT SHEETS

L-09
SCALE: 1"=50'
SHEET NO. 11 of 15



LAYBACK. ADD DEBRIS FENCE AT TOE. MONTEREY FORMATION. NORTH DIPS FAVORABLE TOWARDS PROPOSED CUT



NORTH DIPS ARE FAVORABLE. MONTEREY FORMATION VERY FRACTURED & WEATHERED BEDROCK LAYBACK? POSSIBLE DEBRIS FENCE AT THE TOE

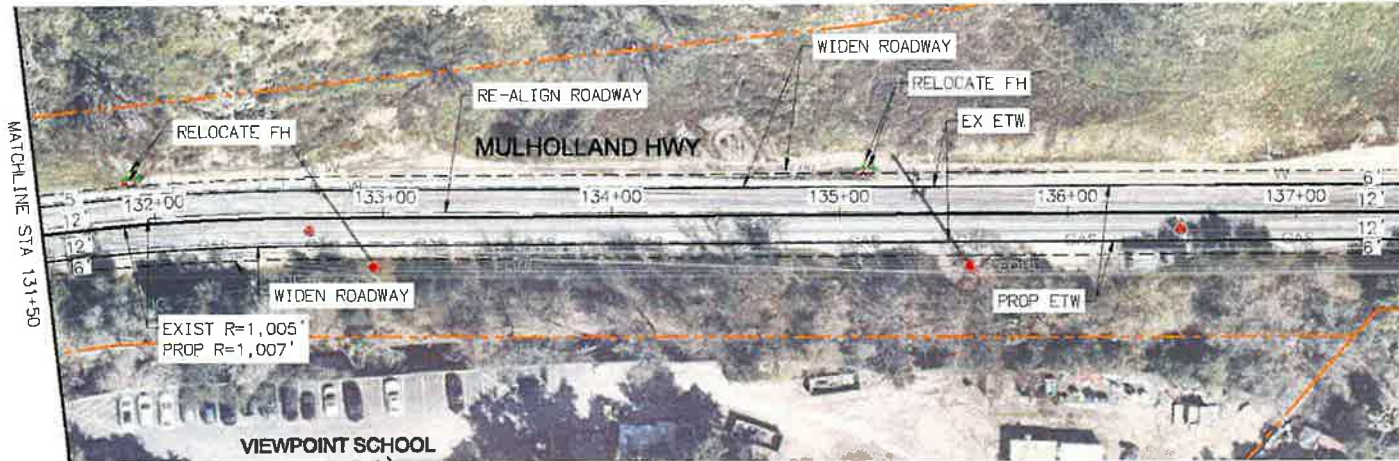
PREPARED FOR:

CITY of CALABASAS
 PUBLIC WORKS DEPARTMENT
 200 JUNE CUPP BLVD
 CALABASAS, CA 91301
 714.462.1400
 WWW.CITYCALABASAS.COM

PREPARED BY:
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 801 S Grand Ave #250
 Los Angeles, CA 90017
 Phone: (213) 250-7359
 MBI@MBAKINTL.COM



MULHOLLAND HIGHWAY FEASIBILITY STUDY OLD TOPANGA CYN RD - CITY LIMIT LAYOUT SHEETS		SCALE:	1"=50'
		SHEET NO.	12 of 15

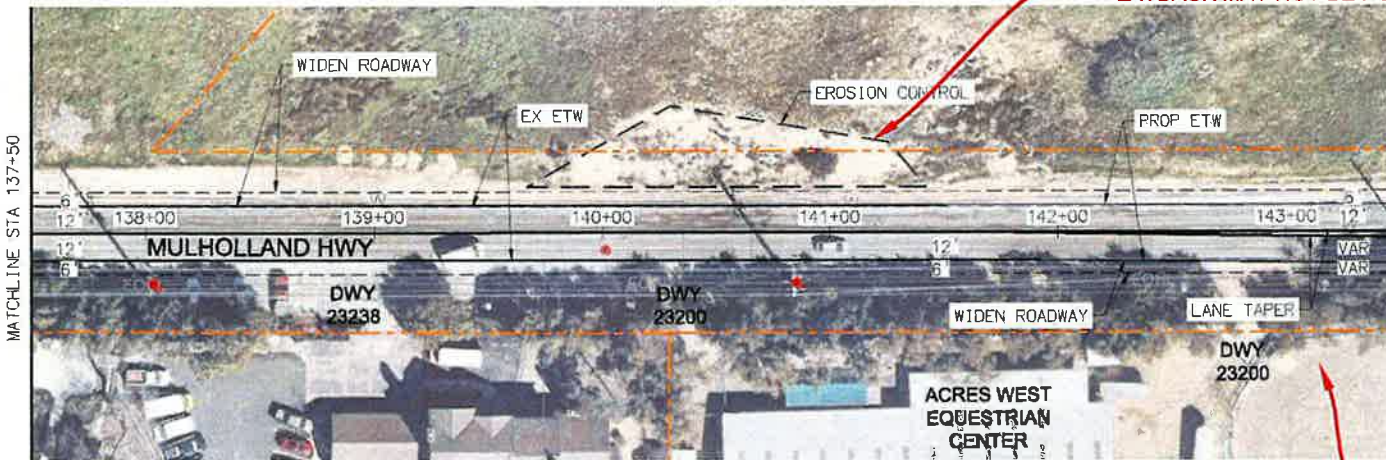


MATCHLINE STA 137+50

MATCHLINE STA 131+50



MONTEREY FORMATION HIGHLY FRACTURED & WEATHERED. LAYBACK MAY NOT BE POSSIBLE DUE TO ROAD EASEMENT



MATCHLINE STA 143+50

MATCHLINE STA 137+50



BEDDING PLANES DIPPING TOWARDS THE NORTH ARE FAVORABLE

L-11

PREPARED FOR:

City of CALABASAS
 PUBLIC WORKS DEPARTMENT
 28000 MULHOLLAND HWY
 CALABASAS, CA 91301
 TEL: 818.252.3440
 WWW.CITYCALABASAS.COM

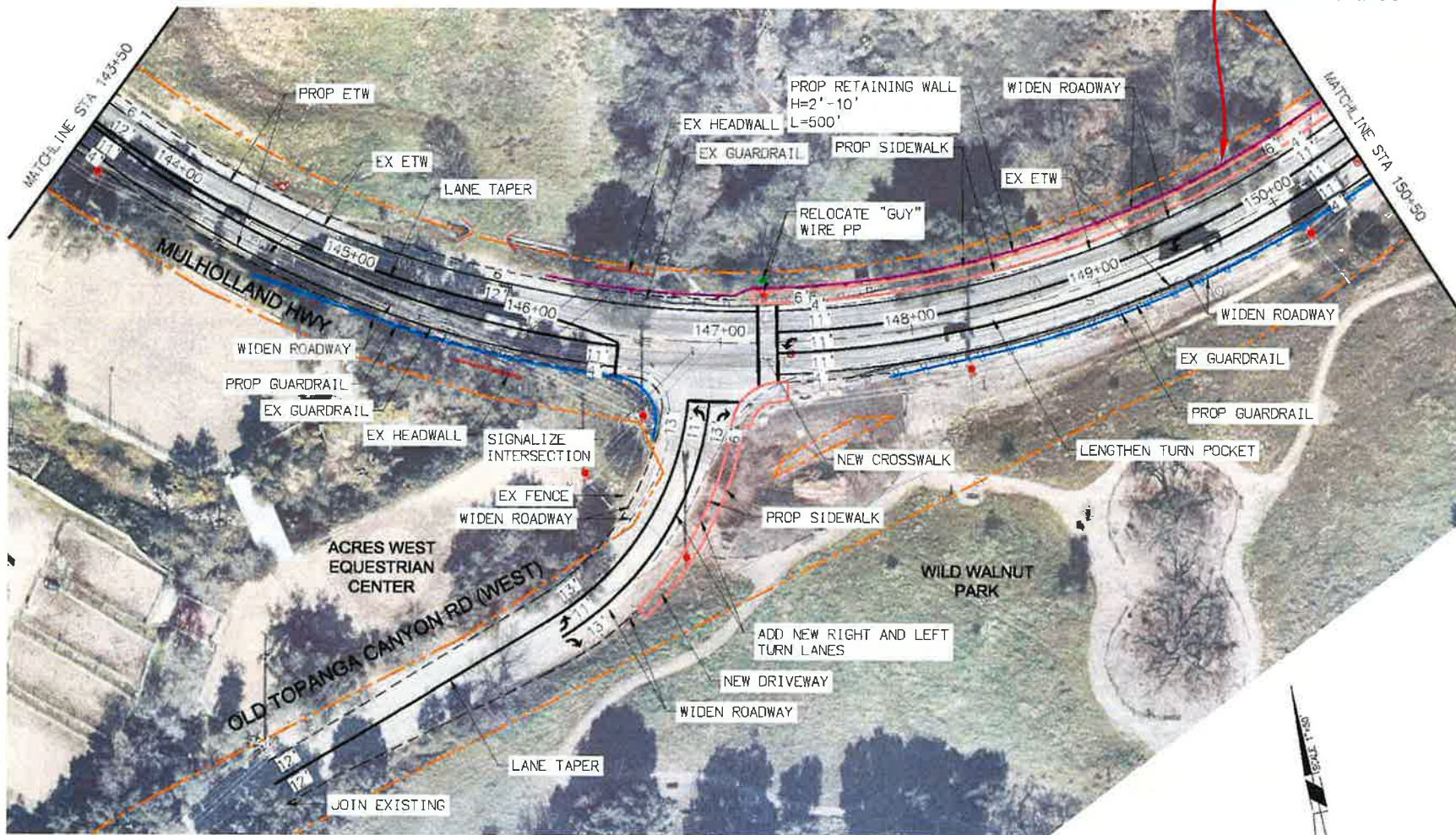
PREPARED BY:
Michael Baker
 INTERNATIONAL
 601 S Grand Ave #600
 Los Angeles, CA 90017
 Phone: (213) 250-7359
 MB@MGRINTL.COM



MULHOLLAND HIGHWAY FEASIBILITY STUDY
 OLD TOPANGA CYN RD - CITY LIMIT
 LAYOUT SHEETS

SCALE:
1"=50'
 SHEET NO.:
13 of **15**

ALLUVIUM FOR THE WALL FOOTINGS



L-12



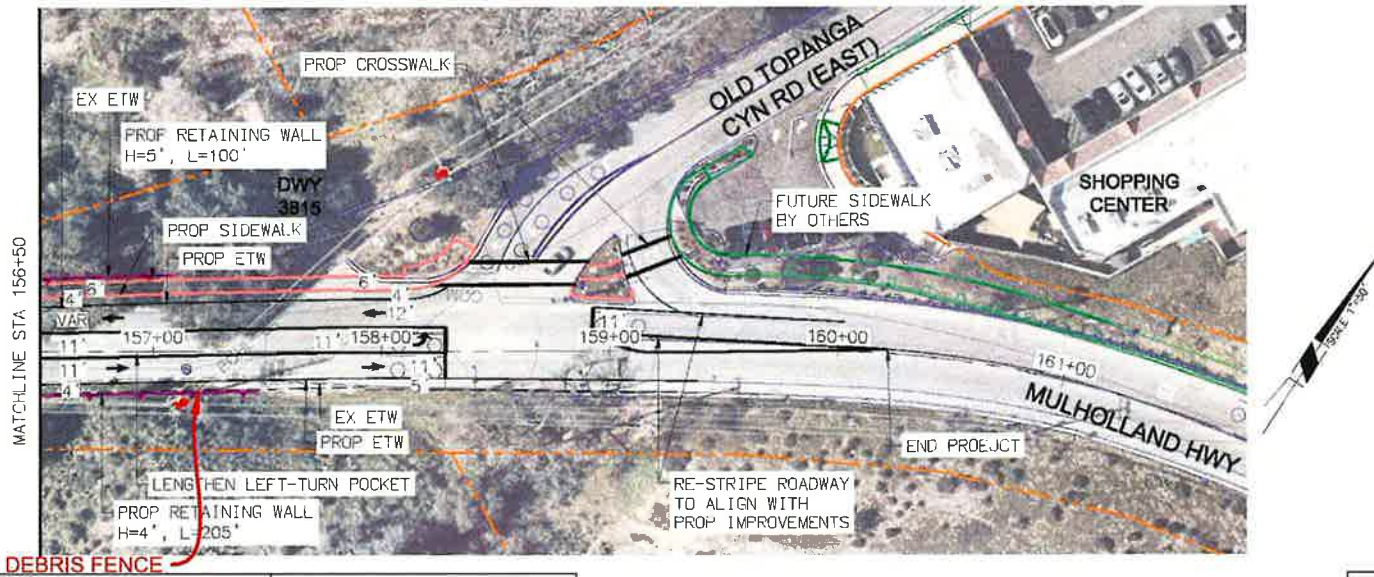
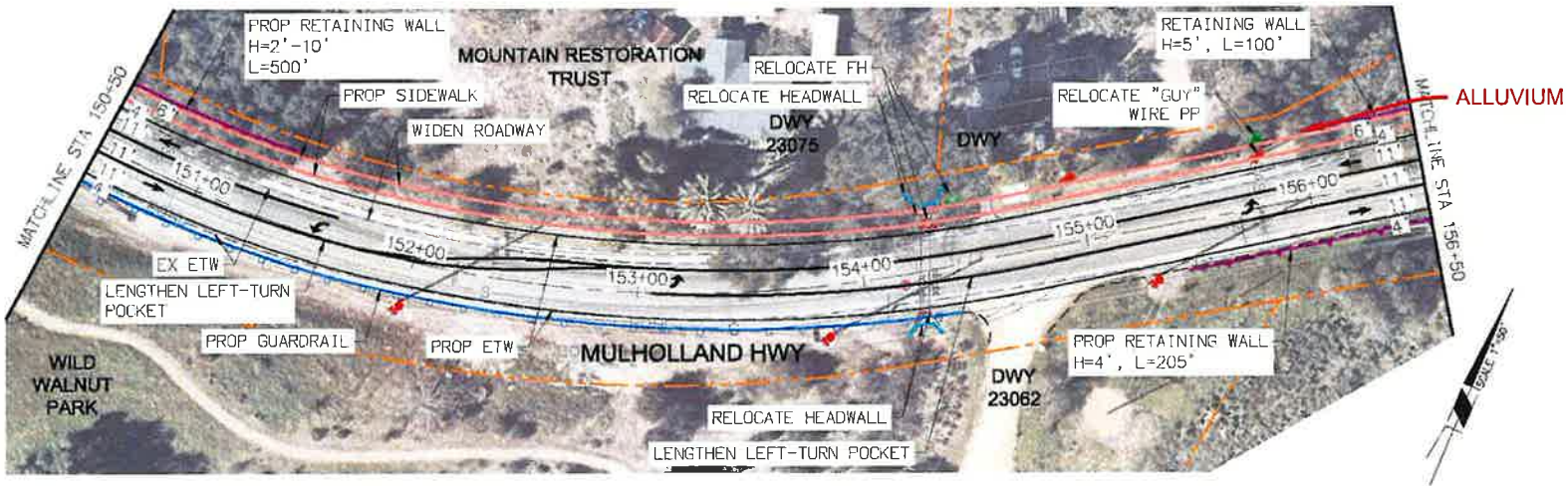
PREPARED FOR:
CITY of CALABASAS
 PUBLIC WORKS DEPARTMENT
 20000 CALABASAS BLVD
 CALABASAS, CA 91301
 WWW.CITYCALABASAS.COM

PREPARED BY:
Michael Baker INTERNATIONAL
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 Los Angeles, CA 90017
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MULHOLLAND HIGHWAY FEASIBILITY STUDY
OLD TOPONGA CYN RD - CITY LIMIT
 LAYOUT SHEETS

SCALE:	1"=50'
SHEET NO.:	14 of 15



PREPARED FOR:
CITY of CALABASAS
 PUBLIC WORKS DEPARTMENT
 120 S. GLENVIEW BLVD
 CALABASAS, CA 91301
 WWW.CITYCALABASAS.COM

PREPARED BY:
Michael Baker
 INTERNATIONAL

601 © Grand Ave #250
 Los Angeles, CA 90017
 Phone: (310) 250-7359
 MBI@CRINTL.COM



MULHOLLAND HIGHWAY FEASIBILITY STUDY
 OLD TOPANGA CYN RD - CITY LIMIT
 LAYOUT SHEETS

SCALE:	1"=50'
SHEET NO.:	15 ✓ 15

L-13

FA ATTACHMENT D

PROJECT REPORTING & EXPENDITURE GUIDELINES

REPORTING PROCEDURES

- Quarterly Progress/Expenditure Report (**Attachment D2**) are required for all projects. The GRANTEE shall be subject to and comply with all applicable requirements of the funding agency regarding project-reporting requirements. In addition, GRANTEE will submit the Quarterly Expenditure Report to the LACMTA, after receiving LACMTA Project Manager’s acceptance of the draft report, at ACCOUNTSPAYABLE@METRO.NET or by mail to **Los Angeles Metropolitan Transportation Authority, Accounts Payable, P. O. Box 512296, Los Angeles, California 90051-0296**. Please note that letters or other forms of documentation may **not** be substituted for this form.
- The Quarterly Progress/Expenditure Report covers all activities related to the project and lists all costs incurred. It is essential that GRANTEE provides complete and adequate response to all the questions. The expenses listed must be supported by appropriate documentation with a clear explanation of the purpose and relevance of each expense to the project.
- In cases where there are no activities to report, or problems causing delays, clear explanation, including actions to remedy the situation, must be provided.
- GRANTEE is required to track and report on the project schedule. LACMTA will monitor the timely use of funds and delivery of projects. Project delay, if any, must be reported each quarter.
- The draft Quarterly Expenditure Report is due to the LACMTA as soon as possible after the close of each quarter, but no later than the following dates for each fiscal year:

<i>Quarter</i>	<i>Report Due Date</i>
July –September	November 30
October - December	February 28
January - March	May 31
April - June	August 31

LACMTA Project Manager shall review and respond in writing to the draft Quarterly Expenditure Report within thirty (30) calendar days from receipt.

Upon completion of the Project a final report that includes project’s final evaluation must be submitted.

EXPENDITURE GUIDELINES

- Any activity or expense charged above and beyond the approved Scope of Work (FA Attachment C) **is considered ineligible** and will not be reimbursed by the LACMTA unless **prior written authorization** has been granted by the LACMTA Chief Executive Officer or his/her designee.
- Any expense charged to the grant must be clearly and directly related to the project.
- Administrative cost is the ongoing expense incurred by the GRANTEE for the duration of the project and for the direct benefit of the project as specified in the Scope of Work (Attachment C). Examples of administrative costs are personnel, office supplies, and equipment. As a condition for eligibility, all costs must be necessary for maintaining, monitoring, coordinating, reporting and budgeting of the project. Additionally, expenses must be reasonable and appropriate to the activities related to the project.
- LACMTA is not responsible for, and will not reimburse any costs incurred by the GRANTEE prior to the Effective Date of the FA, unless **written authorization** has been granted by the LACMTA Chief Executive Officer or his/her designee.

DEFINITIONS

- Allowable Cost: To be allowable, costs must be reasonable, recognized as ordinary and necessary, consistent with established practices of the organization, and consistent with industry standard of pay for work classification.
- Excessive Cost: Any expense deemed “excessive” by LACMTA staff would be adjusted to reflect a “reasonable and customary” level. For detail definition of “reasonable cost”, please refer to the Federal Register *OMB Circulars A-87 Cost Principals for State and Local Governments; and A-122 Cost Principals for Nonprofit Organizations*.
- Ineligible Expenditures: Any activity or expense charged above and beyond the approved Scope of Work is considered ineligible.

**LACMTA FA MEASURE M ATTACHMENT D-2
 QUARTERLY PROGRESS/EXPENDITURE REPORT**

Grantee To Complete	
Invoice #	
Invoice Date	
FA#	9200000000M440111
Quarterly Report #	

GRANTEES ARE REQUESTED TO EMAIL THIS REPORT TO

ACCOUNTSPAYABLE@METRO.NET

or submit by mail to:

Los Angeles County Metropolitan Transportation Authority

Accounts Payable

P. O. Box 512296

Los Angeles, California 90051-0296

Please note that letters or other forms of documentation may not be substituted for this form. Refer to the Reporting and Expenditure Guidelines (Attachment D) for further information.

SECTION 1: QUARTERLY EXPENSE REPORT

Please itemize grant-related charges for this Quarter on Page 5 of this report and include totals in this Section.

LACMTA Measure M MSP Grant \$	
Project / Task	474401/ MM4401.11
Project Quarter Expenditure	
This Quarter Expenditure	
Retention Amount	\$ -
Net Invoice Amount (Less Retention)	\$ -
Project-to-Date Expenditure	
Funds Expended to Date (Include this Quarter)	
Total Project Budget	\$ 6,513,250.00
% of Project Budget Expended to Date	0%
Balance Remaining	\$ 6,513,250.00

SECTION 2: GENERAL INFORMATION

PROJECT TITLE: Mulholland Highway Gap Closure - Old Topanga Canyon Road to City Limits (Phase II)

FA #: 9200000000M440111

QUARTERLY REPORT SUBMITTED FOR:

- Fiscal Year :** 2019-20 2020-21 2021-22
 2022-23 2023-24 2024-25
- Quarter :** Q1: Jul - Sep Q2: Oct - Dec
 Q3: Jan - Mar Q4: Apr - Jun

DATE SUBMITTED: _____

Measure M Multi-Year Subregional Program Type: Active Transportation/Transit/Tech Program (Line 56)

LACMTA Project Manager	Name:	Annie Chou
	Phone Number:	213.418.3453
	E-mail:	choua@metro.net

Grantee Contact / Project Manager	Contact Name:	Tatiana L. Holden, P.E.
	Job Title:	Engineer
	Department:	Public Works Department
	City / Agency:	City of Calabasas
	Mailing Address:	100 Civic Center Way, Calabasas, CA 91302
	Phone Number:	(818) 224-1674
	E-mail:	tholden@cityofcalabasas.com

SECTION 3 : QUARTERLY PROGRESS REPORT

1. DELIVERABLES & MILESTONES

List all deliverables and milestones as stated in the FA, with start and end dates. Calculate the total project duration. **DO NOT CHANGE THE ORIGINAL FA MILESTONE START AND END DATES SHOWN IN THE 2ND AND 3RD COLUMNS BELOW.**

Grantees must make every effort to accurately portray milestone dates in the original FA Scope of Work, since this will provide the basis for calculating any project delay. If milestone start and/or end dates change from those stated in the Original FA Scope of Work, indicate the new dates under Actual Schedule below and re-calculate the project duration. However, this does not change the original milestones in your FA. **PER YOUR FA AGREEMENT, ANY CHANGES TO THE PROJECT SCHEDULE MUST BE FORMALLY SUBMITTED UNDER SEPARATE COVER TO LACMTA FOR WRITTEN CONCURRENCE.**

FA Milestones	Original FA Schedule in Scope of Work		Actual Schedule	
	Start Date	End Date	Start Date	End Date
Environmental				
Design				
Right-of-Way Acquisition				
Construction				
Vehicle Purchase				
Others				
Ground Breaking Event				
Ribbon Cutting Event				
Total Project Duration (Months)				

2. PROJECT COMPLETION

A. Based on the comparison of the original and actual project milestone schedules above, project is (select only one) :

- On schedule per original FA schedule
 Less than 12 months behind original schedule
 Between 12-24 months behind original schedule
 More than 24 months behind original schedule

B. Was the project design started within 6 months of the date originally stated in the FA?

- Yes
 No
 Not Applicable

C. Was a construction contract or capital purchase executed within 9 months after completion of design / specifications?

- Yes
 No
 Not Applicable

3. TASKS / MILESTONES ACCOMPLISHED

List tasks or milestones accomplished and progress made this quarter.

4. PROJECT DELAY

If project is delayed, describe reasons for delay (this quarter). Pay particular attention to schedule delays. If delay is for the same reason as mentioned in previous quarters, please indicate by writing "Same as Previous Quarter".

5. ACTION ITEMS TO RESOLVE DELAY

If the project is delayed (as described in #4), include action items that have been, or will be, undertaken to resolve the delay.

SECTION 4. ITEMIZED LISTING OF EXPENSES AND CHARGES THIS QUARTER

All expenses and charges must be itemized and listed below. Each item listed must be verifiable by an invoice and/or other proper documentation. The total amounts shown here must be equal to this quarter's expenditures listed on page 1 of this report. All expenses and charges must be reflective of the approved budget and rates as shown in the FA Attachment B, Scope of Work. Use additional pages if needed.

ITEM	INVOICE #	TOTAL EXPENSES CHARGED TO LACMTA MEASURE M GRANT
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
TOTAL		\$ -

Note:

All receipts, invoices, and time sheets, attached and included with this Expense Report must be listed and shown under the Invoice Number column of the Itemized Listing (above).

Invoice Payment Information:

- LACMTA will make all disbursements electronically unless an exception is requested in writing.
- ACH Payments require that you complete an ACH Request Form and fax it to Accounts Payable at 213-922-6107.
- ACH Request Forms can be found at www.metro.net/callforprojects.
- Written exception requests for Check Payments should be completed and faxed to Accounts Payable at 213-922-6107.

I certify that I am the responsible Project Manager or fiscal officer and representative of _____ and that to the best of my knowledge and belief the information stated in this report is true and correct.

Signature

Date

Name

Title

ATTACHMENT E BOND REQUIREMENTS

The provisions of this Attachment F apply only if and to the extent some or all of the Funds are derived from LACMTA issued Bonds or other debt, the interest on which is tax exempt for federal tax purposes (collectively, the "Bonds").

GRANTEE acknowledges that some or all of the Funds may be derived from Bonds, the interest on which is tax-exempt for federal tax purposes. GRANTEE further acknowledges its understanding that the proceeds of the Bonds are subject to certain ongoing limitations relating to the use of the assets financed or provided with such proceeds ("Project Costs" or "Project Components") in the trade or business of any person or entity other than a governmental organization (any such use by a person or entity other than a governmental organization is referred to as "Private Use"). Private Use will include any sale, lease or other arrangement pursuant to which a nongovernmental person or entity receives a legal entitlement of a Project Component and also includes certain agreements pursuant to which a nongovernmental person will operate or manage a Project Component. Each quarterly invoice submitted by GRANTEE to reimburse prior expenditures (or to be received as an advance) shall provide information regarding the specific Project Costs or Project Components to which the Funds which pay that invoice will be allocated and whether there is or might be any Private Use associated with such Project Costs or Project Components. GRANTEE will, for the entire time over which LACMTA's Bonds or other debt remains outstanding, (1) notify and receive LACMTA's approval prior to entering into any arrangement which will or might result in Private Use and (2) maintain records, including obtaining records from contractors and subcontractors as necessary, of all allocations of Funds to Project Costs or Project Components and any Private Use of such Project Costs or Project Components in sufficient detail to comply and establish compliance with Section 141 of the Internal Revenue Code of 1986, as amended (the "Code"), or similar code provision then in effect and applicable, as determined by LACMTA in consultation with its bond counsel.

GRANTEE will designate one or more persons that will be responsible for compliance with the obligations described in this Attachment F and notify LACMTA of such designations.



CITY of CALABASAS
CITY COUNCIL AGENDA REPORT

DATE: AUGUST 2, 2021

TO: HONORABLE MAYOR AND COUNCILMEMBERS

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

SUBJECT: RECOMMENDATION TO APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH FUSCOE ENGINEERING, INC. FOR LAS VIRGENES ROAD GREEN STREET PROJECT DESIGN IN AN AMOUNT NOT TO EXCEED \$141,933

MEETING DATE: AUGUST 11, 2021

SUMMARY RECOMMENDATION:

Staff recommends that the City Council approve a professional services agreement with Fuscoe Engineering, Inc. for Las Virgenes Road Green Street Project design in an amount not to exceed \$141,933.00, including 10% contingency.

BACKGROUND:

The Citywide Green Street project uses state-of-the art storm water management and treatments to reduce pollutants draining into the City's stormwater system. The project provides environmental benefits and use LID strategies that reduce the adverse impacts of stormwater runoff, alleviate pollutant loadings from impervious surfaces, and minimize erosion and hydrologic impacts on natural drainage system. Street medians would be incorporated with bio-filtration systems, and unpaved street shoulders would be improved with vegetation swales and/or tree-well filter systems.

Las Virgenes Road between Thousand Oaks Blvd and its terminus will be redesigned with green infrastructure. The entire length of the project is 2,100 feet. Currently, the project area is ungraded with unimproved shoulder on the west side of road. The shoulder width varies from 10 to 40 feet wide. During rain, water and debris from the hillside washes across the street and create an unsafe situation for motorists. The project will grade the shoulder area, install 7- to 10-foot wide vegetated swales with native plants to capture the runoff and, at the same time, to help filter pollutants and rainwater into the ground. The swale, which is approximately 1,600 ft. long on the shoulder located on the west side of the road, will serve as a pretreatment BMP that will capture and treat surface flows from the street. A multi-use pathway connecting the Las Virgenes Canyon Open Space will be constructed, adjacent to the swales providing connectivity to the popular recreational area. This project will also involve constructing a new cul-de-sac that will help ease traffic during summer weekends where traffic is currently stuck at the terminus of the road. Proposed improvements will improve both traffic and pedestrian safety as well as provide a safe turnaround path of travel for motor vehicles.

DISCUSSION/ANALYSIS:

Public Works staff issued an informal "Request For Proposal" (RFP) to prepare plans, specifications and estimates for the Las Virgenes Road Green Street project design on June 17, 2021.

Three firms responded to the RFP. All three firms, m6 Consulting, Willdan Engineering and Fuscoe Engineering, have current contract with the City and proven professional reputation through previous work. All submittal proposals were equally qualified for the project. The deciding factor of selecting Fuscoe Engineering, Inc. was the firm's staff familiarity with the project and total cost of the services.

Staff anticipates that the design will be completed by December 2021 and construction start in the beginning of 2022.

FISCAL IMPACT/SOURCE OF FUNDING:

The project will be funded through the Measure M Active Transportation funds. Staff is requesting to create an expenditure account for the project and allocate funds from Fund 39 to use for costs associated with the project.

REQUESTED ACTION:

Staff recommends that the City Council approve a professional services agreement with Fuscoe Engineering, Inc. for Las Virgenes Road Green Street project design in the amount not to exceed \$141,933.00, including 10% contingency.

ATTACHMENTS:

Attachment A - Professional Services Agreement with Fuscoe Engineering, Inc.



PROFESSIONAL SERVICES AGREEMENT

CONTRACT SUMMARY

Name of Contractor:	Fuscoe Engineering, Inc.
City Department in charge of Contract:	Department of Public Works
Contact Person for City Department:	Tatiana Holden, P.E.
Period of Performance for Contract:	August 10, 2021 – February 28, 2022
Not to Exceed Amount of Contract:	One hundred forty one thousand nine hundred thirty three dollars (\$141,933)
Scope of Work for Contract:	Engineering Design Services for the Las Virgenes Road Green Street Project

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?

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

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

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

Other: N/A

Proper documentation is required and must be attached.

PROFESSIONAL SERVICES AGREEMENT
Providing for Payment of Prevailing Wages
(City of Calabasas/Fusco Engineering, Inc.)

1. IDENTIFICATION

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

2. RECITALS

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

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

3. DEFINITIONS

- 3.1 “Scope of Services”: Such professional services as are set forth in Consultant’s proposal to City attached hereto as Exhibit A and incorporated herein by this reference.
- 3.2 “Approved Fee Schedule”: Such compensation rates as are set forth in Consultant’s fee schedule to City attached hereto as Exhibit B and incorporated herein by this reference.
- 3.3 “Commencement Date”: August 10, 2021
- 3.4 “Expiration Date”: February 28, 2022.

4. TERM

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

5. CONSULTANT'S SERVICES

- 5.1 Consultant shall perform the services identified in the Scope of Services. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement. In no event shall the total compensation and costs payable to Consultant under this Agreement exceed the sum of One Hundred Forty One Thousand Nine Hundred Thirty Three Dollars (\$141,933) 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. Brittany Knott, L.S., P.E. shall be Consultant's project administrator and shall have direct responsibility for management of Consultant's performance under this Agreement. No change shall be made in Consultant's project administrator without City's prior written consent.
- 5.5 To the extent that the Scope of Services involves trenches deeper than 4', Contractor shall promptly, and before the following conditions are disturbed, notify the City, in writing, of any:
- (1) Material that the contractor believes may be material that is hazardous waste, as defined in § 25117 of the Health and Safety Code, which is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.
 - (2) Subsurface or latent physical conditions at the site differing from those indicated by information about the site made available to bidders prior to

the deadline for submitting bids.

(3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.

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

6. COMPENSATION

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

6.5 To the extent applicable, at any time during the term of the Agreement, the Consultant may at its own expense, substitute securities equivalent to the amount withheld as retention (or the retained percentage) in accordance with Public Contract Code section 22300. At the request and expense of the consultant, securities equivalent to the amount withheld shall be deposited with the public agency, or with a state or federally chartered bank in this state as the escrow agent, who shall then pay those moneys to the Consultant. Upon satisfactory completion of the contract, the securities shall be returned to the Consultant.

7. OWNERSHIP OF WRITTEN PRODUCTS

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

8. RELATIONSHIP OF PARTIES

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

9. CONFIDENTIALITY

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

10. INDEMNIFICATION

- 10.1 The parties agree that City, its officers, agents, employees and volunteers should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the parties to be interpreted and construed to provide the City with the fullest protection possible under the law. Consultant acknowledges that City would not enter into this Agreement in the absence of Consultant's commitment to indemnify and protect City as set forth herein.
- 10.2 To the fullest extent permitted by law, Consultant shall indemnify, hold harmless and defend City, its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant or any of its officers, employees, servants, agents, or subcontractors in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees due to counsel of City's choice.
- 10.3 City shall have the right to offset against the amount of any compensation due Consultant under this Agreement any amount due City from Consultant as a result of Consultant's failure to pay City promptly any indemnification arising under this Section 10 and related to Consultant's failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.
- 10.4 The obligations of Consultant under this Section 10 will not be limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.
- 10.5 Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 10 from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations from others as required herein, Consultant agrees to be fully responsible and indemnify, hold harmless and defend City, its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant's subcontractors or any other person or entity involved by, for, with or on behalf of

Consultant in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice.

- 10.6 City does not, and shall not, waive any rights that it may possess against Consultant because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

11. INSURANCE

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

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

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

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

Contractor shall take out and maintain, during the life of this contract, Worker's Compensation Insurance for all of Contractor's employees employed at the site of improvement; and, if any work is sublet, Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees, unless such employees are covered by the protection afforded by Contractor. Contractor and any of Contractor's subcontractors shall be required to provide City with a written statement acknowledging its obligation to secure payment of Worker's Compensation Insurance as required by Labor Code § 1861; to wit: 'I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against

liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.' If any class of employees engaged in work under this contract at the site of the Project is not protected under any Worker's Compensation law, Contractor shall provide and shall cause each subcontractor to provide adequate insurance for the protection of employees not otherwise protected. Contractor shall indemnify and hold harmless City for any damage resulting from failure of either Contractor or any subcontractor to take out or maintain such insurance.

- 11.1.4 Professional Errors and Omissions Insurance with coverage limits of not less than One Million Dollars (\$1,000,000).
- 11.2 Consultant shall require each of its subcontractors to maintain insurance coverage that meets all of the requirements of this Agreement.
- 11.3 The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A:VII in the latest edition of Best's Insurance Guide.
- 11.4 Consultant agrees that if it does not keep the aforesaid insurance in full force and effect, City may either (i) immediately terminate this Agreement; or (ii) take out the necessary insurance and pay, at Consultant's expense, the premium thereon.
- 11.5 At all times during the term of this Agreement, Consultant shall maintain on file with City's Risk Manager a certificate or certificates of insurance showing that the aforesaid policies are in effect in the required amounts and naming the City and its officers, employees, agents and volunteers as additional insureds. Consultant shall, prior to commencement of work under this Agreement, file with City's Risk Manager such certificate(s).
- 11.6 Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages.
- 11.7 The General Liability Policy of insurance required by this Agreement shall contain an endorsement naming City and its officers, employees, agents and volunteers as additional insureds. The General Liability Policy required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty days' prior written notice to City. Consultant agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of

cancellation imposes no obligation, and to delete the word “endeavor” with regard to any notice provisions. If this contract provides service to a Homeowners Association, that Homeowners Association must be listed as an additional insured in addition to the City.

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

12. MUTUAL COOPERATION

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

13. RECORDS AND INSPECTIONS

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

14. PERMITS AND APPROVALS

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

15. NOTICES

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

If to City:

City of Calabasas
100 Civic Center Way
Calabasas, CA 91302
Attn: Tatiana Holden, P.E.
Department of Public Works
Telephone: (818) 224-1600
Facsimile: (818) 225-7338

If to Consultant:

Fuseco Engineering, Inc.
600 Wilshire Blvd., Suite 1470
Los Angeles, CA 90017
Attn: Brittany Knott, L.S., P.E.
Project Manager
Telephone: (213) 988-8802
Facsimile: (213) 988-8803

With courtesy copy to:

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

16. SURVIVING COVENANTS

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

17. TERMINATION

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

18. GENERAL PROVISIONS

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

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

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

19. PREVAILING WAGES

- 19.1 To the extent that the estimated amount of this Agreement exceeds \$1,000, this Agreement is subject to prevailing wage law, including, but not limited to, the following:

19.1.1 The Consultant shall pay the prevailing wage rates for all work performed under the Agreement. When any craft or classification is omitted from the general prevailing wage determinations, the Consultant shall pay the wage rate of the craft or classification most closely related to the omitted classification. The Consultant shall forfeit as a penalty to City \$50.00 or any greater penalty provided in the Labor Code for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rates for any work done under the Agreement employed in the execution of the work by Consultant or by any subcontractor of Consultant in violation of the provisions of the Labor Code. In addition, the difference between such prevailing wage rates and the amount paid to each worker for each calendar day, or portion thereof, for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the Consultant.

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

19.1.3 Pursuant to Labor Code § 1776, Consultant and any subcontractor

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

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

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

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

“City”
City of Calabasas

“Consultant”
Fusco Engineering, Inc.

By: _____
James Bozajian, Mayor

By: _____
Andrew Willrodt, P.E., Principal

Date: _____

Date: _____

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: _____
Matthew T. Summers
Colantuono, Highsmith & Whatley, PC
City Attorney

Date: _____

EXHIBIT A
SCOPE OF WORK

EXHIBIT A

Scope of Services & Fee Proposal

City of Calabasas

Las Virgenes Road Green Street

June 25, 2021

1.0 PROJECT DESCRIPTION

The City of Calabasas has issued an RFP for the completion of the Green Street design improvements for Las Virgenes Road, between Thousand Oaks Blvd and its terminus, approximately 2,100 feet. The intent of the work is to provide stormwater management to reduce pollutants draining into the City's stormwater system.

2.0 PURPOSE OF SERVICES

This proposal is for Fuscoe Engineering, Inc. (Consultant) to provide professional Civil Engineering Services for the project. Our proposal is based on RFP documents issued by the City of Calabasas on June 17, 2021, including the provided 50% design plans and draft specifications and the following key assumptions:

ASSUMPTIONS

1. Dry Utilities Plans and Coordination shall be prepared and executed by others.
2. Plans for Irrigation/Planting, Construction Staging, Traffic Control, Traffic Signal, Street Lighting, Signage and Striping, Construction Waste Assessment, and Demolition Recycling shall be prepared by others.
3. Soils Reports containing pavement and base recommendations, soil percolations data, and trenching and excavation recommendations shall be completed by a professional geotechnical engineer and shall be provided by the Client.
4. Existing topography and 50% design drawings shall be provided in CAD format by the Client, and will be used as the basis for the final design.
5. No upgrades to the city sewer, water, or storm drain infrastructure in the public right of way are required.
6. No street widening or dedication is required
7. Bid Support, Construction Administration, and Post Construction services are excluded at this time based on the City provided "Project Scope of Work." These additional services can be provided via separate authorization or amendment to this contract.

3.0 SCOPE OF SERVICES

Task 1. Project Kick-off Meeting

Attend one project kick-off meeting with all stakeholders and project team members. Fee is an estimate based on a budget of four (4) hours, to be billed hourly as needed.

Task 2. Research and Site Evaluation

Research, compile and analyze existing record engineering plans and reports, survey and mapping data, and 50% design drawings to establish criteria and constraints for design, including a site visit.

Task 3. Topographic Survey

Prepare a Topographic Survey Map for La Virgenes Road. Includes spot elevations at all grade changes, locating of surface utilities and boundary establishment based on controlling centerline monuments.

Task 4. Digital Base Map

Prepare a Digital Base Map CAD file based on topographic survey work and approved 50% design plans. Scope includes the coordination to reconcile teams' CAD file orientations and various survey into a cohesive singular system. Base map will be used as the digital background for project team and serve as the basis of design for all horizontal control and site dimensioning for construction documents.

Task 5. Construction Drawings

Prepare Construction Drawings for Las Virgenes Road. Plans will include finish surface design of at grade improvements, including curbs, gutters, pavements, and landscaping. Plans to be included are demolition, grading and drainage, street improvement plans, and street cross sections and profile. Plans will depict locations and details of any required storm drain catch basin relocating, and any at grade sewer and water utility adjustments.

Task 6. Trail Plan & Profile

Prepare a plan and profile of the proposed trail to further develop design intent, with the understanding that final alignments will be determined in the field by a City representative.

Task 7. Retaining Wall Plan

Prepare plan and profile of proposed "Keystone Wall" as indicated on the 50% design plans. Assumed maximum retained height of 5-feet and approximately 1,000 linear feet of wall.

Scope of Services & Fee Proposal

City of Calabasas

Las Virgenes Road Green Street

June 25, 2021

Task 8. Project Specifications

AMEND Project Specifications provided by the City as applicable to properly reflect the scope of work depicted on Civil Engineering Plans.

Task 9. Cost Estimate

Prepare engineering cost estimate of proposed improvements based on quantity takeoffs.

Task 10. Design Phase Project Coordination

Provide coordination and meetings during the design of this project.

Additional Services Available but Not Included

- **Technology**
 - *Aerial Scanning*
 - *3D/360-Degree Modeling*
 - *Animated View Simulations*
 - *VR Modeling*
 - *Artificial Intelligence*

Reimbursables Budget (Est.) \$4,000

***Not to exceed without prior authorization**

This Fee Proposal is Valid for Thirty (30) Days from the Date of this Document.

Fusco Engineering, Inc. will perform the services on a fixed fee basis, except where noted. Services rendered outside of the scope will be performed at prevailing hourly rates. Costs of reprographics, deliveries and out-of-pocket expenses are not included and will be considered reimbursable. A 10% surcharge will be added to the reimbursables to cover handling expenses.

It is the policy of Fuscoe to meet all schedule requirements while maintaining a competent and professional level of service. In return, it is expected that all invoices will be paid within thirty (30) days of receipt. Failure to do so could result in cessation of services and/or reassessment of service.

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City of Calabasas

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SUMMARY OF SCOPE OF WORK AND FEES

Task 1.	Project Kick-off Meeting	Fee	\$1,500
Task 2.	Research & Site Evaluation	Fee	\$3,000
Task 3.	Topographic Survey	Fee	\$25,000
Task 4.	Digital Base Map	Fee	\$3,500
Task 5.	Construction Drawings	Fee	\$55,000
Task 6.	Trail Plan & Profile	Fee	\$7,500
Task 7.	Retaining Wall Plan	Fee	\$15,000
Task 8.	Project Specifications	Fee	\$2,500
Task 9.	Cost Estimate	Fee	\$1,500
Task 10.	Design Phase Coordination	Hourly (*Est.)	\$2,800
			TOTAL \$117,300

4.0 AVAILABLE OPTIONAL SERVICES

- 4.1 Preparing for and attending meetings, presentations or hearings beyond those fairly called for in the Basic Services as requested by Client or reasonably necessary to facilitate the Project, and assisting Client in any reasonable or appropriate manner in challenging the decisions of any government or quasi-governmental agency concerning the Project.
- 4.2 Providing presentation materials not fairly called for by the Basic Services such as colored renderings, models and computer modeling.
- 4.3 Making revisions to plans or other documents when such revisions are (i) inconsistent with approvals or instructions previously given by Client, including revisions made necessary by changes in the Project program, budget, scheduling or phasing; (ii) required by the enactment, amendment or revised interpretation of codes, zoning, building ordinances or other governmental requirements subsequent to the preparation of such documents, or by discretionary decisions by building officials or inspectors inconsistent with prior approvals; or (iii) due to changes required as the result of the Client's failure to render decisions in a timely manner or to field or other conditions of which Consultant was not fairly informed.
- 4.4 Providing services (i) because of Project changes concerning size, quality, complexity, schedule, phasing or the method of procuring construction contracts; (ii) required due to a Project suspension, or changes in Project management, or by defects or deficiencies in the work or services provided by or the termination of other consultants or any Project contractor or in connection with contractor proposals or claims; or (iii) due to conditions or circumstances not now anticipated or reasonably foreseeable.

5.0 SERVICE CLARIFICATIONS

- 5.1 Consultant's services will be performed in a timely manner consistent with good professional practice and the desire that the Project proceeds as expeditiously as practical; and it will use its best efforts to meet any mutually agreed upon schedule, which schedule will be adjusted only for reasonable cause or by mutual consent.
- 5.2 Consultant's services will be performed in accordance with generally and currently accepted design professional principles and practices as embodied in the standard procedures and protocols of

- Consultant and its sub-consultants, and without warranties, either expressed or implied. In particular, Consultant will use its best professional judgment in interpreting and applying the requirements of all laws applicable to the services such as building codes, grading ordinances, accessibility requirements and statutory functionality standards; but compliance with these laws as they may eventually be interpreted by others cannot be guaranteed. In no event will Consultant guarantee cost, schedule or quantity estimates or projections, or any prognostications as to future events, including the discretionary decisions of governmental officials; and when used in conjunction with the providing of services pursuant to this Agreement, such terms as “certify,” “warrant,” “confirm,” “make sure,” “insure,” “ensure,” “assure,” or the like do not constitute a guarantee, but rather a representation based on professional opinion or judgment.
- 5.3 All instruments of service provided pursuant to this Agreement including plans, calculations and estimates shall, unless expressly agreed otherwise in writing, be prepared pursuant to Consultant’s standard procedures and protocols and in its standard formats and level of quality and detail.
- 5.4 Consultant will undertake professional responsibility for only the design professional services expressly undertaken by this Agreement, and not otherwise; and in particular Consultant will not be legally liable for providing or failing to provide services (i) concerning legal, financial, planning or environmental matters; (ii) soils, geotechnical, hazardous waste/toxic substances, traffic, electrical, mechanical or structural engineering; or (iii) landscape architectural or irrigation design. Further and without limitation, Consultant will not be responsible for delays or other matters beyond its reasonable control; for inaccurate or incomplete information provided by Client or other reasonably reliable sources; for services or instruments of service provided by others even if incorporated into Consultant’s instruments of service for ease of reference or otherwise; for any subsurface site conditions or any surface or other conditions of which it has not been timely Informed; for hazardous materials or toxic substance at the Project site; or for the actions or inaction of others including other consultants, utility companies and governmental or quasi-governmental agencies.
- 5.5 In no event will Consultant serve as, supervise or have any responsibility for the performance of any construction contractors; and in particular Consultant will have no responsibility for construction means, methods, techniques, sequences or procedures including without limitation excavation or shoring procedures or for any construction safety procedures or programs.
- 5.6 Consultant’s work shall be based upon a fully dimensioned Client approved site plan in an AutoCAD format at start of final engineering phase. Subsequent changes, modifications and/or revisions to the site plan after Consultant begins the final engineering phase, which cause Consultant to revise portions and/or all of said work, shall be considered as “Additional Services” and subject to separate scope and fee negotiations.
- 5.7 Consultant’s work shall be based upon a Client provided geotechnical investigation report identifying the existing soil characteristics, recommended pavement thickness and recommended site and building grading requirements and/or specifications prior to the start of the work. Subsequent changes, modifications and/or revisions to the report after Consultant begins work, which cause Consultant to revise portions and/or all of said work, shall be considered as “Additional Services” and subject to separate scope and fee negotiations.
- 5.8 Consultant’s work shall be based upon a Client provided owner’s design requirements/criteria, local agency conditions of approval, local agency conditional use permit, etc., prior to the start of the work. Receipt of said documents after Consultant begins work, which cause Consultant to review portions and/or all of said work, shall be considered as “Additional Services” and subject to separate scope and fee negotiations.
- 5.9 Consultant assumes that perimeter streets and existing water, sewer, storm drains, gas, electrical, and telephone utilities are of sufficient size and capacity for the proposed development. Should improvement plans be required to upgrade or modify said existing improvements, then the preparation

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- of said plans shall be considered "Additional Services" and subject to separate scope and fee negotiations.
- 5.10 The Scope of Services for final engineering shall be considered 100% complete upon the technical approval of the plans by the reviewing agencies.
 - 5.11 Any work resulting from changes to current standards, ordinances, and/or governing agency personnel after the date of the Agreement which materially impact the design or processing of this Project or which results in re-design or material changes in the design shall be performed as "Additional Services" and subject to separate scope and fee negotiations.
 - 5.12 Consultant will not be responsible for supervision of contractor's employees nor direct supervision of construction crews.
 - 5.13 Those items of work not specifically addressed in the Data and Assumptions and Scope of Services shall not be considered a part thereof, and shall be considered as "Additional Services" and subject to separate scope and fee negotiations.
 - 5.14 Improvement plans for sewer, water, and public streets will be prepared at a scale of 1"=40' and will include a plan view and profile of the centerline of the improvement. Additionally, street improvement plans will include profiles of the top of curb where the curb and gutter are being constructed from the plans prepared hereunder. Intersection details showing grading contours are not anticipated and are not included. Striping plans are not included unless specifically stated elsewhere in the Scope of Services, and shall constitute "Additional Services" and be subject to separate scope and fee negotiation.

Items specifically excluded from the Agreement consist of, but are not necessarily limited to, the following:

- 5.15 Supplemental topo.
- 5.16 ALTA/ACSM land title survey maps lot line adjustments (after map recordation).
- 5.17 Soils or subsurface investigation.
- 5.18 "Potholing," physically digging to expose objects to be located and measured.
- 5.19 Scheduling, coordination and/or witnessing of fire flow tests to determine available water pressures and fire flows.
- 5.20 Coordination with local gas, electrical, telephone, and cable television companies for the design and/or preparation of plans and/or service agreements for new and/or relocated service facilities.
- 5.21 Preparation, approval or processing of site plan.
- 5.22 Conditional use permit processing.
- 5.23 Utility coordination (quitclaims and/or non-interference letters and will-serve letters).
- 5.24 Tentative map processing through public agencies.
- 5.25 Preparation of legal descriptions and/or plats.
- 5.26 Preparation of easement or grant deeds.
- 5.27 Legal descriptions and plats required for annexation, zone changes or zoning maps.
- 5.28 Legal descriptions and plats required for formation of or annexation to maintenance, assessment or other special districts (landscape, water, sewer, etc.).
- 5.29 Final mapping.
- 5.30 Condominium plans.
- 5.31 "Covenants, Conditions and Restrictions" documents.

- 5.32 Excavation plan which may or may not be required by the agency.
- 5.33 Preparation of haul route plan for import/export of soil.
- 5.34 Guard house and gated entry plans.
- 5.35 Plans for the drainage system beneath the buildings.
- 5.36 Preparation of parking lot striping and/or signage plan.
- 5.37 Preparation of landscape plans for softscape areas, hardscape areas, and enhanced pavement areas for driving and/or walking.
- 5.38 Preparation of irrigation system plans.
- 5.39 Preparation of site lighting plan for parking lots and walkways.
- 5.40 Preparation of building fire suppression system plans.
- 5.41 Dry utility services.
- 5.42 Traffic signal plans.
- 5.43 Construction traffic control plan.
- 5.44 Preparation of project specifications and construction agreement.
- 5.45 Construction administration for bidding, award and observation.
- 5.46 Construction phase coordination.
- 5.47 Setting off-site monumentation deemed necessary by the governing authority.
- 5.48 Corner record or certificate tie sheet preparation and filing.
- 5.49 Any work resulting from changes to current standards, ordinances and/or governing agency personnel after the date of the Agreement which materially impact the design or processing of this Project or which results in redesign or material changes in the design shall be performed as "Additional Services" and be subject to separate scope and fee negotiation.
- 5.50 Fees contained in the Agreement do not include title company fees, agency fees, environmental studies, subordination agreements, relocation of franchise utilities, design of on-site franchise utilities, traffic impact studies, or traffic signal design.

6.0 CLIENT RESPONSIBILITIES

In conjunction with Consultant's performance, and as a material factor in the determination of Consultant's fee, Client shall make reasonable efforts to cooperate with Consultant including without limitation:

- 6.1 Designate a single representative with appropriate authority with whom Consultant can deal; and direct all communications to Consultant's project manager.
- 6.2 Provide all relevant Project information to Consultant in a timely manner; and respond to Consultant's questions and requests for information and approval within a reasonable time.
- 6.3 Provide appropriate coordination with and among the Project's various consultants.
- 6.4 Refrain from authorizing or allowing recorded or unrecorded deviations from Consultant's instruments of service, or the use of Consultant's unfinalized instruments of service for estimating or other purposes without Consultant's knowledge and consent.

7.0 FEE

- 7.1 Consultant's Additional Services fee shall be pursuant to its then current fee schedule (copy of current schedule attached), or as the parties may otherwise agree at the time the services are undertaken.

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- 7.2 The reimbursable expenses for which Client shall be responsible at a multiple of 1.10 include those costs reasonably and appropriately incurred for the Project for such matters as document reproduction, deliveries, travel, long distance telephone and facsimile charges, and any fees or costs advanced by Consultant as a Client accommodation.
- 7.3 Consultant will provide Client with monthly invoices accurately reflecting as appropriate the progress of the services and current expenditures of professional time and reimbursable expenses. Each invoice shall be due and payable upon receipt, and delinquent 30 days after its date. In the event of delinquency, interest shall accrue from the invoice date at 1.5% per month, compounded monthly, or the highest rate permitted by applicable law, whichever is lower, with payments applied first to accrued interest, and Consultant shall have the right to suspend performance and to withhold or withdraw any instruments of service or related licenses with no liability for so doing. No deductions shall be made from Consultant's compensation on account of problems or losses for which Consultant has not been held legally liable. Consultant's fee will be equitably adjusted in the event of significant changes in the Project's scope, sequencing, phasing or scheduling, should prevailing wage requirements be imposed upon Consultant, or should Client expressly request expedited performance.

EXHIBIT B
APPROVED FEE SCHEDULE

EXHIBIT B

2021 RATE SCHEDULE

CLASSIFICATION	HOURLY RATE
Principal / Sr. Project Manager	\$230
Project Manager	\$198
Sr. Designer / Project Engineer / Sr. Water Resource Engineer	\$178
Designer / Engineer / Project Scientist / GIS Analyst	\$159
CADD / Engineering / Environmental Tech. / Graphics Tech.	\$129
Information Coordinator	\$ 90
1-Man Survey Crew	\$206
2-Man Survey Crew	\$299
3-Man Survey Crew	\$412

1. Reproduction and other reimbursable expenses (such as overnight deliveries, mileage, permits, and licenses, etc.) and client approved subcontractor services will be billed in addition to the above rates, with a 10% handling surcharge.
2. This rate schedule is subject to change due to the granting of wage increases and/or other employer benefits to field or office employees during the lifetime of this agreement.
3. Overtime is available for critical deadlines at 1-1/2 times the normal rates for office employees. Surveyors' rates are also adjusted automatically for overtime or holiday/weekend work in agreement with the Operating Engineers Union.

Client Initials _____

Effective through June 30, 2021

NON-COLLUSION AFFIDAVIT

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

_____, being first duly sworn, deposes and says that he or she is _____ of _____, the party making the foregoing bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.”

Signature of Bidder

Business Address

Place of Residence

Subscribed and sworn to before me this __ day of _____, 20__.

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

My Commission Expires _____, 20__.

WORKERS' COMPENSATION INSURANCE
CERTIFICATE

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

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

DATE: _____

(Contractor)

By:

(Signature)

(Title)

Attest:

By:

(Signature)

(Title)



CITY of CALABASAS
CITY COUNCIL AGENDA REPORT

DATE: AUGUST 2, 2021

TO: HONORABLE MAYOR AND COUNCILMEMBERS

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

SUBJECT: APPROVAL OF AN AMENDMENT TO A SERVICE SUBSCRIPTION AND
SUBLICENCE AGREEMENT WITH DIGITAL MAP PRODUCTS TO
EXTEND THE CONTRACT FOR ONE ADDITIONAL YEAR IN THE
TOTAL AMOUNT OF \$30,000 TO PERFORM PROFESSIONAL
GEOGRAPHIC INFORMATION SYSTEMS (GIS) MANAGEMENT
SERVICES

MEETING
DATE: AUGUST 11, 2021

SUMMARY RECOMMENDATION:

That the City Council approve an amendment to the service subscription and sublicense agreement with Digital Maps Products to extend the contract for one additional year in the total amount of \$30,000 to perform professional geographic information systems (GIS) management services.

BACKGROUND:

On April 27, 2016, the City Council approved a 5 year agreement with Digital Map Products in the amount of \$148,430 for GIS services. On a daily basis, there are approximately 25 City employees who access property information (ownership, improvements, lot size, site features, etc.) using this program. Under an agreement with the Los Angeles County Tax Assessor Office, tax assessor records are also

made available for use through this program. The program also has a separate online portal for use by the public, which is called "Community View" and provides the public with access to parcel details such as lot size, building square footage, zoning and hoa information.

Staff was recently informed that the company may discontinue its "Community View" module within the next year. As such, a full five year renewal of this contract is not recommended until a commitment to the public access component is determined. Therefore, staff is recommending to amend the existing agreement to extend the contract for one year, which will also permit staff to research other purveyors for similar GIS services.

FISCAL IMPACT/SOURCE OF FUNDING:

The City's current FY21/22 budget for the Community Development Department contains funding for this service; no additional authorization is required at this time.

REQUESTED ACTION:

That the City Council approve an amendment to the service subscription and sublicense agreement with Digital Maps Products to extend the contract for one additional year in the total amount of \$30,000 to perform professional geographic information systems (GIS) management services.

ATTACHMENT:

- Attachment A – Current Service Subscription and Sublicense Agreement with Digital Map Products
- Attachment B - Proposed One Year Extension

Agreement No. Calabasas-MK160814GCCV
Date Created: April 12, 2016
Account Manager: Mary Kane (949) 333-5147
Technical Contact: Karen Figgins (949) 333-5184



18831 Von Karman Avenue
 Suite 200
 Irvine, CA 92612

Address & Contact Information

Company Name: City of Calabasas
Contact Name: Michael Klein
Billing email: mklein@cityofcalabasas.com
Billing Phone: 818-224-1600

Bill To: City of Calabasas
 100 Civic Center Way
 Calabasas CA 91302

Terms and Conditions

Contract Start Date: August 15, 2016
Contract End Date: August 14, 2021
Contract Term: 5 years

Payment Method: Check
Payment Terms: Net 30
Billing Frequency: Annual
Billing Method: Email

Provided Content

<u>Product</u>	<u>Description</u>	<u>Cost</u>	<u>Term</u>	<u>Discount</u>	<u>Annual Price</u>
GovClarity™	Enterprise (Agency-wide) Aerial Imagery <ul style="list-style-type: none"> Parcel Data (Annual update) Property Records (Weekly updates) Tax Maps 	\$27,800	2016-17	20%	\$22,240
			2017-18	15%	\$23,630
			2018-19	10%	\$25,020
			2019-20	10%	\$25,020
			2020-21	10%	\$25,020
CommunityView™	Public Facing				Included
Data Content	Environmental Hazards Premium Layer (Annual update)	\$2,100			\$2,100
Data Content & Delivery	Premium Imagery City Boundary + Buffer <ul style="list-style-type: none"> 1' Pixel Resolution Imagery Includes on-site usage license Software Integration 	\$3,400			\$3,400
Customer Success Team	Training, Help Documentation, Support				Included
			Total Annual Price		
			2016-17		\$27,740
			2017-18		\$29,130
			2018-19		\$30,520
			2019-20		\$30,520
			2020-21		\$30,520

The parties agree to the terms contained herein including all exhibits. This Agreement may be executed in counterparts with the same force and effect as if executed in one complete document.

CITY OF CALABASAS

By:
 Print Name: James R. Bozajlian
 Title: Mayor
 Date: 5/16/16

DIGITAL MAP PRODUCTS, INC.

By:
 James Skurzynski
 Title: President
 Date: 16 MAY 2016



Web Application Subscription Terms and Conditions

By executing the Order Form that references this agreement and initialing these Web Application Subscription Terms and Conditions (collectively, the "Agreement"), You agree that the Agreement terms govern Your purchase and use of Digital Map Products ("DMP") Web Application and Content. If You are entering into this Agreement on behalf of a company or other legal entity, You represent that You have the authority to bind such entity and its affiliates to these terms, in which case the terms "You" or "Your" shall refer to the entity and its affiliates. If You do not have such authority, or if You do not agree with these terms and conditions, You must not accept the Agreement and may not use the Web Application or Content.

This Agreement was last updated on June 2nd, 2014. It is effective as of the date You signed the Order Form.

1. DEFINITIONS

"Content" means any content provided through the Web Application (whether created by Us or Our third-party licensors), and includes but is not limited to any information portrayed or rendered in any manner through the Web Application, including maps, data, analysis and images of any kind.

"Order Form" means an ordering document specifying the specifics of what is being provided hereunder that is entered into between You and Us, including any addenda and supplements thereto. By entering into an Order Form hereunder, an affiliate agrees to be bound by the terms of this Agreement as if it were an original party hereto.

"User" means an individual who is authorized by You to use the Web Application, for whom You have ordered the Web Application, and to whom You (or We at Your request) have supplied a user identification and password.

"We," "Us" or "Our" means Digital Map Products, Inc. or its affiliates.

"Web Application" means the product You have requested access to and that has been ordered by You under this Agreement and has been made available by Us, excluding any third-party web sites, content, or applications that our products and services link to. Any use of the term Web Application shall be assumed to include Content.

"You" or "Your" means the company or other legal entity for which you are accepting this Agreement, and Affiliates of that company or entity.

"Your Data" means electronic data and information submitted by or for You to be incorporated into the Web Application.

2. WEB APPLICATION, CONTENT, AND USAGE

2.1. Web Application and Content. We will (a) make the Web Application available to You pursuant to this Agreement and the Order Form, (b) provide support for the Web Application to You pursuant to any such indication on the Order Form. Unless expressly provided otherwise, the Web Application is purchased as a subscription, and subject to usage limits, including, for example, the number of Users and the geographic coverage areas specified in the Order Form. Unless otherwise specified, the Web Application may not be accessed by more than the number of Users indicated, a User's password may not be shared with any other individual, and Users will not attempt to access information or functionality outside of the purchased geographic coverage areas.

2.2 Your Responsibilities. You will (a) be responsible for Users' compliance with this Agreement, (b) be responsible for the accuracy, quality, and legality of Your Data and the means by which You acquired Your Data, (c) use commercially reasonable efforts to prevent unauthorized access to or use of the Web Application, and notify Us promptly of any such unauthorized access or use, and (d) use the Web Application in accordance with any applicable laws and government regulations.

2.3 Usage Restrictions. You will not (a) make the Web Application available to, or use the Web Application for the benefit of, anyone other than You or Users, (b) sell, resell, license, sublicense, distribute, rent, or lease any portion of the Web Application, (c) use the Web Application to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (d) interfere or disrupt the integrity or performance of the Web Application or third-party data, (e) copy the Web Application or any part, feature, function, or user interface thereof, (f) copy,

extract, or store Content except as expressly permitted, (g) frame or mirror any part of the Web Application, other than framing on Your own intranets or otherwise for Your own internal business purposes, (h) process, extract, conduct load testing on, or place undue load on any part of the Web Application except as expressly permitted, or (i) access the Web Application in order to build or enhance a competitive product or service.

2.4. Future Functionality, Updates, and Beta Services. You agree that Your purchase of use of the Web Application is not contingent on the delivery of any future functionality or content, nor dependent on any oral or written public comments made by Us regarding future functionality or content. You agree that We may make changes to the Web Application over time for any reason, without limitation, and that We may not continue to provide or support older versions of the Web Application. We may invite You to try other Web Applications and options to Web Applications. Any such additional Web Applications and options may be subject to additional or separate terms and fees. In the event that such other Web Applications and options are trials or beta products, we will have no liability for any harm or damage arising out of Your use of such.

3. FEES, PAYMENT, AND TERM

3.1. Fees and Payment. You will pay all fees specified in the Order Form plus any applicable taxes, levies, duties, or similar governmental assessments of any nature. Except as otherwise specified herein or in an Order Form, (a) fees are based on the purchased use and not actual incremental usage, (b) payment obligations are non-cancelable and fees paid are non-refundable, (c) fees shall be made in advance in accordance with the frequency stated in the Order Form, (d) quantities or add-ons purchased cannot be decreased during the relevant subscription term, and (e) unless otherwise stated in the Order Form, invoiced charges are due net 30 days from the invoice date. You are responsible for providing complete and accurate billing and contact information and notifying Us of any changes to such information.

3.2. Non-Payment or Failure to Pay. A charge of 1.5% per month may be assessed on any outstanding and past due invoices until paid in full. You will be charged for any cost of collections including, but not limited to, agent fees, legal fees and costs, and other associated expenses. If Your access and use is terminated or suspended due to nonpayment or non-compliance, You shall nonetheless still be responsible for any fees as set forth in this Agreement. If We do not receive from You payment for the invoiced amount within thirty (30) days of its due date, We may suspend Your access and use of the Web Application, until You bring Your account current.

3.3. Term of Agreement. This Agreement will continue for the period defined in the Order Form. Thereafter, this Agreement shall automatically renew for additional twelve (12) month periods unless either party notifies the other party in writing at least sixty (60) days prior to the expiration of the then current term of its intent not to renew. Upon termination, any licenses granted by Us under this Agreement are immediately revoked.

4. PROPRIETARY RIGHTS, LICENSES, AND CONFIDENTIALITY

4.1. Reservation of Rights. Subject to the limited rights expressly granted hereunder, We and Our licensors reserve all of Our/their rights, titles, and interests in and to the Web Application, including all of Our/their related intellectual property rights. You understand that We may at our sole discretion replace vendors or suppliers related to Content or Web Application functionality at any time without notice. You agree that any works commissioned or undertaken by Us pursuant to or in supplement to this Agreement shall be and remain Our property. No rights are granted to You hereunder other than as expressly set forth herein.

4.2. Preservation of Notices. You agree to include, and not to remove or obscure, any copyright, trademark, patent, or other notices appearing within our Web Application including any visual or printed depictions of the same.

4.3. License to Host Your Data. You grant Us a limited-term license to host, copy, adapt, modify, transmit, and display Your Data, as necessary for Us to provide the Web Application to You. You reserve all title, interest and intellectual property rights to Your Data.

4.4. License to Collect Data and Use Feedback. You agree that We may collect and use information gathered as part of the Web Application to improve Our technology, products, and internal processes. You grant Us a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate into the Web Application any suggestion, enhancement request, recommendation, correction, or other feedback provided by You or Your Users.

5. CONFIDENTIALITY

5.1. Trade Secrets and Confidential Information. The Web Application is based on and includes Our proprietary trade secrets and confidential information. You will not modify, adapt, translate, reverse engineer, decompile, attempt unauthorized access to, or disassemble any portion of the Web Application. You will treat the Web Application with at least the same degree of care

(and no less than a reasonable degree of care) as that which You would treat Your own trade secrets and confidential information. You will not disclose the terms of this Agreement or any Order Form to any third party.

6. REPRESENTATIONS, WARRANTIES, EXCLUSIVE REMEDIES AND DISCLAIMERS

6.1. Our Warranties. EXCEPT FOR ANY EXPRESS WARRANTIES PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR OTHERWISE. WE PROVIDE THE WEB APPLICATION ON AN "AS IS," "AS AVAILABLE" BASIS. WE MAKE NO REPRESENTATION, WARRANTY, OR COVENANT WHATSOEVER REGARDING PERFORMANCE, FUNCTIONALITY, AVAILABILITY, ACCURACY, OR SECURITY OF THE WEB APPLICATION OR YOUR DATA. WE MAY ALTER, REDUCE THE FUNCTIONALITY OR CONTENT OF, AND/OR TERMINATE THE WEB APPLICATION AT ANY TIME WITHOUT CAUSE IN OUR SOLE DISCRETION. NO AGENT OF DMP IS AUTHORIZED TO ALTER OR EXCEED THE WARRANTY OBLIGATIONS OF DMP AS SET FORTH HEREIN.

NEITHER US NOR ANY THIRD PARTY PROVIDERS, PARTNERS OR AFFILIATES WARRANT THAT THE WEB APPLICATION, SERVERS, OR ANY E-MAIL SENT ARE FREE OF ERRORS, OMISSIONS, VIRUSES OR OTHER HARMFUL COMPONENTS. BY ACCEPTING THIS AGREEMENT, YOU DISCLAIM ALL LIABILITY AND INDEMNIFICATION OBLIGATIONS OF OURS AND ANY OF OUR THIRD PARTY PROVIDERS, PARTNERS, OR AFFILIATES EXCEPT AS EXPRESSLY PROVIDED HEREIN.

6.2. Limitation of Liability. Our aggregate and maximum liability in connection with any claim arising out of or relating to this Agreement shall be limited to a refund of fees paid by You to Us up to a limit of one year's worth of fees. We shall not be liable for any special, indirect, incidental, or consequential damages of any kind (including attorneys' fees) arising in connection with Your use of the Web Application, or any failure by Us to perform our obligations, regardless of any negligence alleged.

6.3. Indemnification. We will defend and indemnify You against a third-party action, suit, or proceeding against You to the extent such claim is based upon an allegation that the Web Application or Content under this Agreement infringes a valid United States patent or copyright or misappropriates a third party's trade secret. If a third party alleges that Your Data or your use of the Web Application in breach of this Agreement infringes or misappropriates intellectual property rights or violates law, You will defend and indemnify Us and Our third party providers, partners, and affiliates against any such claim, demand, suit, or proceeding, including any judgments, settlements, and attorney fees.

7. ADDITIONAL PROVISIONS

7.1. Non-Assignability. Neither party may assign or transfer this Agreement without the prior written consent of the other party. Any unauthorized assignment or transfer will be null and void, and enables termination. This Agreement is binding upon any authorized successor or assignee.

7.2. Entire Understanding. This Agreement is the parties' entire agreement relating to its subject, and supersedes any prior or contemporaneous agreement. Any amendment must be in writing and expressly state that it is amending this Agreement.

7.3. Governing Law & Arbitration. This Agreement is governed by California law, excluding California's choice of law rules. All disputes relating to this Agreement will be subject to binding arbitration pursuant to the rules of The American Arbitration Association or the Judicial Arbitration And Mediations Services, Inc. The exclusive place of the arbitration shall be Orange County, California. Judgment on the arbitration award may be entered in any court having jurisdiction thereof. For the purpose of entry of judgment on such an award, the parties consent to personal jurisdiction in the courts of Orange County, California.

7.4. Headings Not Controlling. All captions and headings in this Agreement are for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions.

7.5. Severability. If any provision of this contract is held to be illegal, invalid, or unenforceable, such provision is fully separable, and the remaining provisions of the contract shall remain in full force and effect.

APPROVED AS TO FORM:

City Of Calabasas

by: Matthew T. Lumen Assistant City Attorney Initials 5/12/16 Date

Scott H. Howard, City Attorney

Date: _____
Web Application Subscription Terms and Conditions



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/11/16

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 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).

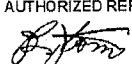
PRODUCER Roger Stone Insurance Agency 5015 Birch Street Newport Beach, CA 92660 Herb Clerley	949-757-0270 949-757-0375	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):
	INSURED Digital Map Products Inc. 18831 Von Karman Ave #200 Irvine, CA 92612		INSURER(S) AFFORDING COVERAGE INSURER A : Hartford Casualty INSURER B : Navigators Specialty Insurance INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <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 type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X		72UUNVK3844	07/26/15	07/26/16	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 Emp Ben. \$ 1,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			72UUNVK3844	07/26/15	07/26/16	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<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 \$ 10,000			72RHUVK3446	07/26/15	07/26/16	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	72WEVK8969	01/01/16	01/01/17	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Professional Liab			480159	07/26/15	07/26/16	Aggregate 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
The City of Calabasas included as Additional Insured under the General Liability per orm CG20260413 attached with respects to the operations of the Named Insured per written contract in place prior to loss.

CERTIFICATE HOLDER CITYCAL City of Calabasas 100 Civic Center Way Calabasas, CA 91302	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - DESIGNATED 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):

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.

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 your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

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.

**ACTION AGENDA
WEDNESDAY, APRIL 27, 2016**

OPEN SESSION: – 7:03 P.M.

ROLL CALL: – *All Present*

APPROVAL OF AGENDA: *APPROVED*

ANNOUNCEMENTS/INTRODUCTIONS:

PRESENTATIONS

- Recognition of Los Angeles County Sheriff's Deputy Robert A. "Guido" DeSantis for his years of service
- Sheriff's Crime Report

ORAL COMMUNICATIONS - PUBLIC COMMENT:

CONSENT ITEMS:

1. Approval of meeting minutes from April 13, 2016– ***APPROVED***
2. Approval of amendment to professional services agreement with Questa Engineering Corporation in the amount of \$28,861 for additional services to prepare technical plans, specification and cost estimate for Las Virgenes Creek Restoration Project – Phase II– ***APPROVED***
3. Approval of Memorandum of Understanding for a Coordinated Integrated Monitoring Program in the Malibu Creek Watershed Management Area regarding the administration and cost sharing for implementing the Coordinated Integrated Monitoring Program and necessary reports for the Malibu Creek Watershed– ***APPROVED***
4. Approval of a five-year service subscription and sublicense agreement with Digital Map Products (DMP) in the total amount of \$148,430 to perform professional Geographic Information Systems (GIS) Management Services– ***APPROVED***
5. Recommendation to award five-year professional services agreements to Venco Western, Inc. for the landscape maintenance of the common benefit areas: (CBA)-1 (Zone 21), CBA-4 (Zone 24), CBA-5 (Zone 25) and CBA-6 (Zone 26) within Landscape Maintenance District 22 in the City of Calabasas – ***APPROVED***

PUBLIC HEARING

6. Consideration of Resolution No. 2016-1496 and Resolution No. 2016-1497,
1) Approving File No. 140001318, an application, inclusive of a Conditional Use Permit, Site Plan Review, Scenic Corridor Permit, Development Plan, Oak Tree Permit and Summary Street Vacation for the construction of a new 73,000 square-foot hotel, which includes 127 rooms, pool and surface level parking. Located at 26300 Rondell Street (APN 2069-031-014 and 2069-031-015) – ***CONTINUED TO MAY 3***

NEW BUSINESS

7. Overview of General Fund Budget and direction for FY 2016-2017 and 2017-2018 Budgets

Direction provided to staff

INFORMATIONAL REPORTS:

8. Check Register for the period of April 5-14, 2016
No action taken on this item

TASK FORCE REPORTS:

CITY MANAGER'S REPORT:

FUTURE AGENDA ITEMS:

ADJOURN:

P.M.

Item 5 Attachment B



5201 California Avenue, Suite 200
Irvine, CA 92617 (949) 333-5111

Date: 5/10/2021 10:09 AM
Solution Specialist: Mary Kane
Agreement #: Q-06006-1
Expires On: 8/31/2021

Company Name Calabasas, City of
Company DBA
Contact Name Michael Klein
Position Senior Planner
Street Address 100 Civic Center Way
City Calabasas
State/Province CA
Zip/Postal Code 91302-4112
Phone (818) 224-1710
Email mklein@cityofcalabasas.com

Billing Information (if different from Company)
Company Name Calabasas, City of
Street Name 100 Civic Center Way
City Calabasas
State/Province CA
Zip/Postal Code 91302
Billing Contact Michael Klein
Billing Phone (818) 224-1710
Email mklein@cityofcalabasas.com

ACCOUNT LIAISON
Contact Name Michael Klein
Email mklein@cityofcalabasas.com
Phone (818) 224-1710

Agreement Term 8/15/2021 thru 8/14/2022
Contract Term 12
Payment Terms Due on receipt
Billing Frequency Annually
Billing Method Email
Payment Method Check
Quote Type Renewal

Billing Note The Gross Price Total set forth below does not include applicable taxes which will be calculated and included on the invoice from Digital Map Products, L.P.

Delivery Method:	SHP File	First Delivery within 30 days of this agreement being fully executed
Delivery Update Cycle:	Quarterly	
Delivery Notes:	<p>If Delivery Method is Bulk Data:</p> <ol style="list-style-type: none"> Default delivery format is FGDB (other formats are available). Deliveries shall be posted to the DMP FTP Server and available for 12 months or until a new file is posted. The client is responsible for downloading the deliveries in a timely manner. Future scheduled deliveries will only include data for counties where updates have occurred. Comprehensive data (all records) will be provided for each updated county. First delivery within 30 days of this agreement being fully executed. <p>If Delivery Method is SpatialStream:</p> <ol style="list-style-type: none"> API authentication information within 15 days of this agreement being fully executed. The API requires server to server authentication. Our API is REST-based: <ol style="list-style-type: none"> It makes use of standard HTTP verbs like GET and POST. The API uses standard HTTP error responses to describe errors additional error information is available. Rate limiting and timeouts will result in an error response. <p>The client is responsible for their own software development using the SpatialStream API.</p>	

Subscription

QTY/UNIT	PART #	DESCRIPTION	CONTRACT PRICE
1.00	GovClarity-GCE	GovClarity Enterprise Edition - Enterprise	USD 22,518.00

Professional Services

QTY/UNIT	PART #	DESCRIPTION	CONTRACT PRICE
1.00	Other-ProServices	Other (Professional Services)	USD 2,100.00
1.00	Other-ProServices	Other (Professional Services)	USD 3,400.00

Data

QTY/UNIT	PART #	DESCRIPTION	CONTRACT PRICE
1.00	SP-CA-LOS ANGELES	SmartParcels California LOS ANGELES	USD 950.11
1.00	SP-CA-VENTURA	SmartParcels California VENTURA	USD 743.33

	Contract Price	Average Annual Price
Subscription Total	USD 22,518.00	USD 22,518.00
Data Total	USD 1,693.44	USD 1,693.44
Professional Services Total	USD 5,500.00	USD 5,500.00
Other Total	USD 0.00	USD 0.00
Gross Price Total	USD 29,711.44	USD 29,711.44

Other Deal Terms & Processing Instructions

I, THE UNDERSIGNED, hereby specifically agree to purchase the renewal for the product(s) listed above, and that use of such product(s) is subject solely to the Web Application Subscription and Content Solutions Terms and Conditions, as amended (collectively the "Agreement").

The parties agree to the following account changes:

1. This Order Form consolidates and supersedes Agreements Calabasas-MK160812GCCV dated May 16, 2016 and SA-3261 dated April 25, 2018.
2. Renew GovClarity Enterprise (User Licenses - Agency-wide); Geographic coverage: City Boundaries + buffer, adjusted to custom coverage including (2) CA Counties: Los Angeles & Ventura
3. (Other) Professional Services Line Item 1 - Environmental hazards Premium Layer in GovClarity (Annual update)
4. (Other) Professional Services Line Item 2 - Premium Imagery (Eagle); 1' Pixel Resolution Imagery: on-site usage license; software integration; Updates every 2nd year - 2021, 2023
5. Data License. Includes Content delivery (SHP) with quarterly updates for the City's SmartGov application. Parcels (City boundary + Buffer).

The parties agree to the terms contained herein including the attached Web Application Subscription Terms and Conditions, Content Solutions Sublicense Terms and Conditions and all exhibits.

Calabasas, City of

**DIGITAL MAP
PRODUCTS, L.P.**

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Web Application Subscription Terms and Conditions

By executing the Agreement, You agree that the Agreement terms govern Your acquisition and use of the Licensed Products. If You are entering into this Agreement on behalf of a company or other legal entity, You represent that You have the authority to bind such entity and its affiliates to these terms, in which case the terms "You" or "Your" shall refer to the entity and its affiliates. If You do not have such authority, or if You do not agree with these terms and conditions, You must not accept the Agreement and may not accept or use the Licensed Products.

1. DEFINITIONS

"Agreement" means the combination of the Order Form and these Web Application Subscription Terms and Conditions. In the event of any conflict between these Web Application Subscription Terms and Conditions and the Order Form, these Web Applications Subscription Terms and Conditions will apply.

"Content" means any content provided through the Web Application (whether created by Us or Our third-party licensors), and includes but is not limited to any information portrayed or rendered in any manner through the Web Application, including maps, data, analysis and images of any kind.

"Effective Date" The Agreement is effective as of the date of the last signature of the parties on both the Order Form and these Web Application Subscription Terms and Conditions.

"Order Form" means an ordering document specifying the specifics of what is being provided hereunder that is entered into between You and Us, including any addenda and supplements thereto. By entering into an Order Form hereunder, an affiliate agrees to be bound by the terms of this Agreement as if it were an original party hereto.

"User" means an individual who is authorized by You to use the Web Application, for whom You have ordered the Web Application, and to whom You (or We at Your request) have supplied a user identification and password.

"We," "Us" or "Our" means Digital Map Products, L.P. or its affiliates.

"Web Application" means the product You have requested access to and that has been ordered by You under this Agreement and has been made available by Us, excluding any third-party web sites, content, or applications that our products and services link to. Any use of the term Web Application shall be assumed to include Content.

"You" or "Your" means the company or other legal entity for which you are accepting this Agreement, and Affiliates of that company or entity.

"Your Data" means electronic data and information submitted by or for You to be incorporated into the Web Application.

2. WEB APPLICATION, CONTENT, AND USAGE

2.1. Web Application and Content. We will (a) make the Web Application available to You pursuant to this Agreement and the Order Form, (b) provide support for the Web Application to You pursuant to any such indication on the Order Form. Unless expressly provided otherwise, the Web Application is purchased as a subscription, and subject to usage limits, including, for example, (i) the number of Users and the geographic coverage areas specified in the Order Form and (ii) You may not extract more than 30,000 property records per month without a separate data license. Unless otherwise specified, the Web Application may not be accessed by more than the number of Users indicated, a User's password may not be shared with any other individual, and Users will not attempt to access information or functionality outside of the purchased geographic coverage areas.

2.2 Your Responsibilities. You will (a) be responsible for Users' compliance with this Agreement, (b) be responsible for the accuracy, quality, and legality of Your Data and the means by which You acquired Your Data, (c) use commercially reasonable efforts to prevent unauthorized access to or use of the Web Application, and notify Us promptly of any such unauthorized access or use, and (d) use the Web Application in accordance with any applicable laws and government regulations.

2.3 Usage Restrictions. You will not (a) make the Web Application available to, or use the Web Application for the benefit of, anyone other than You or Users, (b) sell, resell, license, sublicense, distribute, rent, or lease any portion of the Web Application, (c) use the Web Application to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (d) interfere or disrupt the integrity or performance of the Web Application or third-party data, (e) copy the Web Application or any part, feature, function, or user interface thereof, (f) copy, extract, or store Content except as expressly permitted, (g) frame or mirror any part of the Web Application, other than framing on Your own intranets or otherwise for Your own internal business purposes, (h) process, extract, conduct load testing on, or place undue load on any part of the Web Application except as expressly permitted, (i) use the Web Application for marketing or telemarketing purposes; or (j) access the Web Application in order to build or enhance a competitive product or service.

2.4. Future Functionality, Updates, and Beta Services. You agree that Your purchase of use of the Web Application is not contingent on the delivery of any future functionality or content, nor dependent on any oral or written public comments made by Us regarding future

functionality or content. You agree that We may make changes to the Web Application over time for any reason, without limitation, and that We may not continue to provide or support older versions of the Web Application. We may invite You to try other Web Applications and options to Web Applications. Any such additional Web Applications and options may be subject to additional or separate terms and fees. In the event that such other Web Applications and options are trials or beta products, we will have no liability for any harm or damage arising out of Your use of such.

3. FEES, PAYMENT, AND TERM

3.1. Fees and Payment. You will pay all fees specified in the Order Form plus any applicable taxes, levies, duties, or similar governmental assessments of any nature. Except as otherwise specified herein or in an Order Form, (a) fees are based on the purchased use and not actual incremental usage, (b) payment obligations are non-cancelable and fees paid are non-refundable, (c) fees shall be made in advance in accordance with the frequency stated in the Order Form, (d) quantities or add-ons purchased cannot be decreased during the relevant subscription term, and (e) unless otherwise stated in the Order Form, invoiced charges are due on receipt days from the invoice date. You are responsible for providing complete and accurate billing and contact information and notifying Us of any changes to such information.

3.2. Non-Payment or Failure to Pay. A charge of 1.5% per month may be assessed on any outstanding and past due invoices until paid in full. You will be charged for any cost of collections including, but not limited to, agent fees, legal fees and costs, and other associated expenses. If Your access and use is terminated or suspended due to nonpayment or non-compliance, You shall nonetheless still be responsible for any fees as set forth in this Agreement. If We do not receive from You payment for the invoiced amount within days of its due date, We may suspend Your access and use of the Web Application, until You bring Your account current.

3.3. Term of Agreement. This Agreement will continue for the period defined in the Order Form as the Agreement Term ("Initial Term"). After the Initial Term, this Agreement shall automatically renew for additional twelve (12) month periods ("Renewal Term") unless either party provides written notification to the other party of its intent not to renew at least sixty (60) days prior to the expiration of the then Initial Term or Renewal Term. For any Renewal Term, all fees shall increase by 2% over the previous Term. Upon termination, any licenses or rights granted by Us under this Agreement are immediately revoked.

4. PROPRIETARY RIGHTS, LICENSES, AND CONFIDENTIALITY

4.1. Reservation of Rights. Subject to the limited rights expressly granted hereunder, We and Our licensors reserve all of Our/their rights, titles, and interests in and to the Web Application, including all of Our/their related intellectual property rights. You understand that We may at our sole discretion replace vendors or suppliers related to Content or Web Application functionality at any time without notice. You agree that any works commissioned or undertaken by Us pursuant to or in supplement to this Agreement shall be and remain Our property. No rights are granted to You hereunder other than as expressly set forth herein.

4.2. Preservation of Notices. You agree to include, and not to remove or obscure, any copyright, trademark, patent, or other notices appearing within our Web Application including any visual or printed depictions of the same.

4.3. License to Host Your Data. You grant Us a limited-term license to host, copy, adapt, modify, transmit, and display Your Data, as necessary for Us to provide the Web Application to You. You reserve all title, interest and intellectual property rights to Your Data.

4.4. License to Collect Data and Use Feedback. You agree that We may collect and use information gathered as part of the Web Application to improve Our technology, products, and internal processes. You grant Us a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate into the Web Application any suggestion, enhancement request, recommendation, correction, or other feedback provided by You or Your Users.

5. CONFIDENTIALITY

5.1. Trade Secrets and Confidential Information. The Web Application is based on and includes Our proprietary trade secrets and confidential information. You will not modify, adapt, translate, reverse engineer, decompile, attempt unauthorized access to, or disassemble any portion of the Web Application. You will treat the Web Application with at least the same degree of care (and no less than a reasonable degree of care) as that which You would treat Your own trade secrets and confidential information. You will not disclose the terms of this Agreement or any Order Form to any third party.

6. REPRESENTATIONS, WARRANTIES, EXCLUSIVE REMEDIES AND DISCLAIMERS

6.1. Our Warranties. EXCEPT FOR ANY EXPRESS WARRANTIES PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR OTHERWISE. WE PROVIDE THE WEB APPLICATION ON AN "AS IS," "AS AVAILABLE" BASIS. WE MAKE NO REPRESENTATION, WARRANTY, OR COVENANT WHATSOEVER REGARDING PERFORMANCE, FUNCTIONALITY, AVAILABILITY, ACCURACY, OR SECURITY OF THE WEB APPLICATION OR YOUR DATA. WE MAY ALTER, REDUCE THE FUNCTIONALITY OR CONTENT OF, AND/OR TERMINATE THE WEB APPLICATION AT ANY TIME WITHOUT CAUSE IN OUR SOLE DISCRETION. NO AGENT OF DMP IS AUTHORIZED TO ALTER OR EXCEED THE WARRANTY OBLIGATIONS OF DMP AS SET FORTH HEREIN.

NEITHER US NOR ANY THIRD-PARTY PROVIDERS, PARTNERS OR AFFILIATES WARRANT THAT THE WEB APPLICATION, SERVERS, OR ANY E-MAIL SENT ARE FREE OF ERRORS, OMISSIONS, VIRUSES OR OTHER HARMFUL COMPONENTS. BY

ACCEPTING THIS AGREEMENT, YOU DISCLAIM ALL LIABILITY AND INDEMNIFICATION OBLIGATIONS OF OURS AND ANY OF OUR THIRD-PARTY PROVIDERS, PARTNERS, OR AFFILIATES EXCEPT AS EXPRESSLY PROVIDED HEREIN.

6.2. Limitation of Liability. Our aggregate and maximum liability in connection with any claim arising out of or relating to this Agreement shall be limited to a refund of fees paid by You to Us up to a limit of one year's worth of fees. We shall not be liable for any special, indirect, incidental, or consequential damages of any kind (including attorneys' fees) arising in connection with Your use of the Web Application, or any failure by Us to perform our obligations, regardless of any negligence alleged.

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7. ADDITIONAL PROVISIONS

7.1. Non-Assignability. Neither party may assign or transfer this Agreement without the prior written consent of the other party. Any unauthorized assignment or transfer will be null and void, and enables termination. This Agreement is binding upon any authorized successor or assignee.

7.2. Entire Understanding. This Agreement is the parties' entire agreement relating to its subject, and supersedes any prior or contemporaneous agreement. Any amendment must be in writing and expressly state that it is amending this Agreement.

7.3. Governing Law & Arbitration. This Agreement is governed by California law, excluding California's choice of law rules. All disputes relating to this Agreement will be subject to binding arbitration pursuant to the rules of The American Arbitration Association or the Judicial Arbitration and Mediations Services, Inc. The exclusive place of the arbitration shall be Orange County, California. Judgment on the arbitration award may be entered in any court having jurisdiction thereof. For the purpose of entry of judgment on such an award, the parties consent to personal jurisdiction in the courts of Orange County, California.

7.4. Headings Not Controlling. All captions and headings in this Agreement are for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions.

7.5. Severability. If any provision of this Agreement is held to be illegal, invalid, or unenforceable, such provision is fully separable, and the remaining provisions of the Agreement shall remain in full force and effect.

Calabasas, City of

**DIGITAL MAP
PRODUCTS, L.P.**

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Content Solutions Sublicense Terms and Conditions

By executing the Agreement, You agree that the Agreement terms govern Your acquisition and use of the Licensed Products. If You are entering into this Agreement on behalf of a company or other legal entity, You represent that You have the authority to bind such entity and its affiliates to these terms, in which case the terms "You" or "Your" shall refer to the entity and its affiliates. If You do not have such authority, or if You do not agree with these terms and conditions, You must not accept the Agreement and may not accept or use the Licensed Products.

1. DEFINITIONS

"Agreement" means the combination of the Order Form and these Content Solutions Sublicense Terms and Conditions. In the event of any conflict between these Content Solutions Sublicense Terms and Conditions and the Order Form, these Content Solutions Sublicense Terms and Conditions will apply.

"Contributed Database" means Databases licensed by certain Contributors to Us with the right to grant sublicenses as set forth herein and identified on the Order Form.

"Contributor" means a third-party licensor of any Contributed Database to Us.

"Database" means a compilation of geographic, cartographic, engineering, architectural, tabular, text, and/or other data, information, or works, including, but not limited to, graphic and/or file data in automated or manual form.

"Derivative Products" or **"Derivatives"** shall mean all works created by You which incorporate all or part of the Licensed Products, including, but not limited to, any revision, modification, translation, abridgment, condensation, expansion, collection, compilation or any other form of, or modification to the Licensed Products.

"Effective Date" The Agreement is effective as of the date of the last signature of the parties on both the Order Form and these Content Solutions Sublicense Terms and Conditions.

"Intended Use" means the specific works, uses, purposes, end users, and industries expressly described on the Order Form. Unless expressly stated otherwise on the Order Form, the Intended Use is limited to internal geospatial mapping products, activities, and applications, and does not include any form of commercial use, distribution, publishing, sublicensing, modifying, reformatting, creation of derivative works, products, or databases, marketing or telemarketing activities, models or algorithms, application programming interfaces, appraisal, title or other legal reporting, debt collection, insurance, use of personally identifiable information, legal services or products, extracting or otherwise modifying, processing, or removing data elements.

"Licensed Products" means the products ordered by You on the Order Form and may include portions of the Contributed Databases.

"Order Form" means an ordering document specifying the Services to be provided hereunder that is entered into between You and Us, including any addenda and supplements thereto. By entering into an Order Form hereunder, an Affiliate agrees to be bound by the terms of this Agreement as if it were an original party hereto.

"Visual Output" means printouts, plots, displays, photographic film, printed matter and other visual representation of data.

"We," "Us" or "Our" means Digital Map Products, L.P. or its affiliate.

"You" or "Your" means the company or legal entity, and any of its affiliates, for which you are accepting this Agreement.

2. GRANT OF LICENSE

We hereby grant, and You hereby accept, subject to the terms and conditions of this Agreement, a non-exclusive, non-transferable, and non-assignable right and sublicense to use the Licensed Products solely for the Intended Use, from the Effective Date hereof until this Agreement is terminated or expires in accordance with its terms. You may produce Visual Output from the Licensed Products only for the Intended Use.

Subject to the terms of this Agreement, You may create and distribute Derivative Products to the extent that such Derivative Products are part of the Intended Use. You shall be able to use such Derivative Products and all intellectual property rights attributable or corresponding thereto, royalty-free, in perpetuity, under the terms of this Agreement, solely for the Intended Use provided that such use does not include any attempt to reverse-engineer any aspect of Licensed Products or to compete with Us or the Contributors.

Except as expressly permitted herein, You shall have no right to assign, transfer, or sublicense any aspect of the Licensed Products other than to Your rightful successors or assigns by means of a merger or sale of all or substantially all of Your business.

You shall have no right to resell, redistribute, or relicense any aspect of the Licensed Products. Any resale, Redistribute, or relicense rights specifically require a completed Content Solutions Resale Sublicense Agreement separate and distinct from this Agreement.

Your contractors, consultants, and agents that You engage for the Intended Use may use the Licensed Products in digital format as long as (a) these third parties' use is only for the Intended Use, (b) these third parties do not sell, license, or otherwise distribute Licensed Products or any portion thereof, (c) these third parties must destroy any copies of the Licensed Products or portions thereof immediately upon termination or completion of their scope of work as related to the Intended Use, (d) these third parties are not competitors of Ours or of the Contributors, and (e) these third parties must abide by the terms of this Agreement.

Without limiting the foregoing, You agree that You shall in no event use any aspect of the Licensed Products other than for the Intended Use.

3. OUR RESPONSIBILITIES

3.1. Delivery Formats and Schedules. We shall make delivery of the Licensed Products to You pursuant to the formats and schedules designated on the Order Form. Unless indicated otherwise, We will only make one (1) data delivery.

4. YOUR RESPONSIBILITIES

4.1. Compliance and Protection from Unauthorized Access and Use. You will be responsible for (a) compliance with the terms of this Agreement by any parties to whom you grant access to the Licensed Products or Derivative Products, (b) securing and protecting the Licensed Products and Derivatives from unauthorized distribution and access, (c) preventing any use of the Licensed Products or Derivatives outside of the Intended Use, (d) preventing access from any of Our competitors or those of our Contributors to any portions of the Licensed Products, Derivatives, or any related information; (e) ensuring that no aspect of the Licensed Products is used in any way that (1) violates any law, statute, ordinance, or regulation; (2) infringes a third party's copyright, patent, trademark, trade secret, or other proprietary rights of publicity or privacy; or (3) is defamatory, trade libelous, unlawfully threatening or harassing.

5. FEES, PAYMENT, AND TERM

5.1. Fees and Payment. In consideration of the license rights granted in Section 2, You shall pay all fees as set forth in the Order Form, plus all applicable taxes, levies, duties, or similar governmental assessments of any nature. Except as otherwise specified herein or in an Order Form, (a) fees are based on Licensed Products purchased and not contingent upon Your actual usage, (b) payment obligations are non-cancelable and fees paid are non-refundable, (c) fees shall be made in advance at the beginning of each contract year unless specified otherwise in the Order Form, and (d) You shall be invoiced in full upon delivery and You will be pay the invoiced amount to Us in full within fifteen (15) days from date of invoice.

5.2. Non-Payment or Failure to Pay. A charge of 1.5% per month may be assessed on any outstanding and past due invoices until paid in full. You will be charged for any cost of collections including, but not limited to, agent fees, legal fees and costs, and other associated expenses. If Your access and use is terminated or suspended due to nonpayment or non-compliance, You shall nonetheless still be responsible for any fees as set forth in this Agreement. If We do not receive from You payment for the invoiced amount within thirty (30) days of its due date, We may suspend Your access and use of the Services and Content, until You bring Your account current.

5.3. Term of Agreement. This Agreement will continue for the period defined in the Order Form as the Agreement Term ("Initial Term"). After the Initial Term, this Agreement shall automatically renew for additional twelve (12) month periods ("Renewal Term") unless either party provides written notification to the other party of its intent not to renew at least sixty (60) days prior to the expiration of the then Initial Term or Renewal Term. For any Renewal Term, all fees shall increase by 2% over the previous Term. Upon termination, any licenses or rights granted by Us under this Agreement are immediately revoked.

6. PROPRIETARY RIGHTS, ADDITIONAL LICENSE LIMITATIONS, AND CONFIDENTIALITY

6.1. Reservation of Rights. Subject to the limited rights expressly granted hereunder, We and Our Contributors reserve all of Our/ their rights, titles, and interests in and to the Licensed Products and Contributed Databases, including all of Our/their related intellectual property rights. You understand that We may at our sole discretion replace Contributors at any time without notice. You agree that any works commissioned or undertaken by Us pursuant to or in supplement to this Agreement shall be and remain Our property unless indicated otherwise. No rights are granted to You hereunder other than as expressly set forth herein.

6.2. Proprietary Notices. We and our Contributors claim and reserve all ownership and rights afforded at law and in equity in all data, compilations, and materials that constitute the Licensed Products, including, but not limited to, all rights under federal copyright law. You agree to respect and not to knowingly or maliciously remove, obliterate, or cancel from view any copyright, trademark, confidentiality, or other proprietary notice, mark, or legend appearing on the Licensed Product or on the Visual Output, including, but not limited to, any such notices displayed to the user during the operation of the Licensed Products and any such notices in the documentation, and agree to use reasonable best efforts to reproduce and include the same on any copy of the Licensed Product or any portion thereof distributed to Your consultants, agents and contractors.

6.3. Confidential Information. Each party agrees to keep confidential all confidential information disclosed to it by the other party in accordance herewith, and to protect the confidentiality thereof, in the same manner in which it protects the confidentiality of similar information and data of its own (at all times exercising at least a reasonable degree of care in the protection of confidential information). You acknowledge that the unauthorized use, transfer, assignment, sublicensing, or disclosure of the Licensed Products, documentation, Derivative Products, or copies of any portions thereof, will (a) substantially diminish the value to Contributors of their intellectual property, (b) render Our remedy at law for such unauthorized use, disclosure, or transfer inadequate, and (c) cause irreparable injury. If You breach any of Your obligations with respect to the use or confidentiality of the Licensed Products,

documentation, Derivative Products, or any copies of portions thereof, We shall be entitled to equitable relief to protect Our interests therein, including, but not limited to, preliminary and permanent injunctive relief. Upon (presentation of just cause and) ten (10) days' written notice to You, We shall, with Your consent and permission, have reasonable access to inspect and audit Your procedures and to examine Your computer systems in order to determine whether such procedures and computer systems comply with the requirements set forth in this Agreement.

7. REPRESENTATIONS, WARRANTIES, EXCLUSIVE REMEDIES AND DISCLAIMERS

7.1. Our Warranties. EXCEPT FOR ANY EXPRESS WARRANTIES PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR OTHERWISE. WE PROVIDE THE LICENSED PRODUCTS ON AN "AS IS," "AS AVAILABLE" BASIS. NEITHER WE NOR OUR CONTRIBUTORS MAKE ANY REPRESENTATION, WARRANTY, OR COVENANT WHATSOEVER REGARDING AVAILABILITY OR ACCURACY OF THE LICENSED PRODUCTS AND/OR CONTRIBUTED DATABASES. WE MAY ALTER OR REDUCE THE AVAILABILITY AND QUALITY OF THE LICENSED PRODUCTS AT ANY TIME WITHOUT CAUSE IN OUR SOLE DISCRETION. NO AGENT OF DMP IS AUTHORIZED TO ALTER OR EXCEED THE WARRANTY OBLIGATIONS OF DMP AS SET FORTH HEREIN.

NEITHER US NOR ANY CONTRIBUTORS WARRANT THAT THE LICENSED PRODUCTS OR RELATED E-MAILS SENT ARE FREE OF ERRORS, OMISSIONS, VIRUSES OR OTHER HARMFUL COMPONENTS. BY ACCEPTING THIS AGREEMENT, YOU DISCLAIM ALL LIABILITY AND INDEMNIFICATION OBLIGATIONS EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT.

7.2. Limitation of Liability. Our aggregate and maximum liability in connection with any claim arising out of or relating to this Agreement shall be limited to a refund of 12 months of fees paid by You to Us. Neither We nor the Contributors shall be liable for any special, indirect, incidental, or consequential damages of any kind whatsoever (including attorneys' fees) arising in connection with the Licensed Products, or any failure by Us to perform our obligations, regardless of any negligence alleged.

7.3. Indemnification. We will defend and indemnify You against a third-party action, suit, or proceeding against You to the extent such claim is based upon an allegation that the Licensed Product, as of its delivery date under this Agreement, infringes a valid United States patent or copyright or misappropriates a third party's trade secret. If a third party alleges that your use of the Licensed Products in breach of this Agreement infringes or misappropriates intellectual property rights or violates law, You will defend and indemnify Us and the Contributors against any such claim, demand, suit, or proceeding, including any judgments, settlements, and attorney fees.

8. ADDITIONAL PROVISIONS

8.1. Non-Assignability. Neither party may assign or transfer this Agreement without the prior written consent of the other party. Any unauthorized assignment or transfer will be null and void, and enables termination. This Agreement is binding upon any authorized successor or assignee.

8.2. Entire Understanding. This Agreement is the parties' entire agreement relating to its subject, and supersedes any prior or contemporaneous agreement. Any amendment must be in writing and expressly state that it is amending this Agreement.

8.3. Governing Law & Arbitration. This Agreement is governed by California law, excluding California's choice of law rules. All disputes relating to this Agreement will be subject to binding arbitration pursuant to the rules of The American Arbitration Association or the Judicial Arbitration and Mediations Services, Inc. The exclusive place of the arbitration shall be Orange County, California. Judgment on the arbitration award may be entered in any court having jurisdiction thereof. For the purpose of entry of judgment on such an award, the parties consent to personal jurisdiction in the courts of Orange County, California.

8.4. Headings Not Controlling. All captions and headings in this Agreement are for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions.

8.5. Severability. If any provision of this Agreement is held to be illegal, invalid, or unenforceable, such provision is fully separable, and the remaining provisions of the Agreement shall remain in full force and effect.

Calabasas, City of

**DIGITAL MAP
PRODUCTS, L.P.**

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Supplemental Schedule A:

Calabasas, City of will be receiving the following geographies and attributes associated with this agreement.

Attributes for Geographies

_X_COORD; _Y_COORD; BEDROOMS; BUILDING_SQFT; MAIL_ADDR; OWNER_NAME; PARCEL_APN; SITE_ADDR;
SITE_CARRIER_CODE; SITE_CITY; SITE_DIRECTION; SITE_HOUSE_NUMBER; SITE_MODE; SITE_PLUS_4; SITE_QUADRANT;
SITE_STATE; SITE_STREET_NAME; SITE_UNIT_NUMBER; SITE_UNIT_PREFIX; SITE_ZIP; TAXAPN; TOTAL_BATHS

Fips Code	Geography
6037	CA-LOS ANGELES
6111	CA-VENTURA



CITY of CALABASAS
CITY COUNCIL AGENDA REPORT

DATE: JULY 22, 2021

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: KINDON MEIK, CITY MANAGER

BY: MARICELA HERNANDEZ, MMC, CPMC, CITY CLERK

SUBJECT: ADOPTION OF RESOLUTION NO. 2021-1741, DESIGNATING MAYOR BOZAJIAN AS THE VOTING DELEGATE AND COUNCILMEMBER KRAUT AS THE ALTERNATE VOTING DELEGATE FOR THE LEAGUE OF CALIFORNIA CITIES ANNUAL BUSINESS MEETING ON SEPTEMBER 24, 2021

MEETING DATE: AUGUST 11, 2021

SUMMARY RECOMMENDATION:

That the City Council adopt Resolution No. 2021-1741 designating a voting delegate and an alternate voting delegate to represent the City at the League of California Cities (League) Annual Business meeting on September 24, 2021.

BACKGROUND:

The League holds conferences on an annual basis. This year's conference will be held on September 22-24, 2021, in Sacramento. The League has requested that the City Council designate a voting delegate and up to two alternates to represent the City at the Annual Business meeting, scheduled on Friday, September 24.

The League's 2021 Annual Conference Voting Delegate/Alternate Form designates Mayor James Bozajian as the voting delegate and Councilmember Peter Kraut as the alternate voting delegate.

REQUESTED ACTION:

Adopt Resolution No. 2021-1741 designating Mayor James Bozajian as the voting delegate and Councilmember Peter Kraut as the alternate voting delegate for the League's Annual Business meeting on September 24, 2021.

ATTACHMENTS:

- A. Resolution No. 2021-1741
- B. The League's 2021 Annual Conference Voting Delegate/Alternate Form

**ITEM 6 ATTACHMENT A
RESOLUTION NO. 2021-1741**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CALABASAS,
CALIFORNIA, DESIGNATING A VOTING DELEGATE AND ALTERNATE
VOTING DELEGATE FOR THE LEAGUE OF CALIFORNIA CITIES ANNUAL
MEETING ON SEPTEMBER 24, 2021, IN SACRAMENTO, CALIFORNIA.**

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

SECTION 1. Mayor Bozajian is hereby designated as the City of Calabasas voting delegate to represent the City at the League of California Cities Annual Business meeting on September 24, 2021.

SECTION 2. Councilmember Peter Kraut is hereby designated as the City of Calabasas alternate voting delegate to represent the City at the League of California Cities Annual Business meeting on September 24, 2021.

SECTION 3. The City Clerk shall certify to the adoption of this Resolution and transmit a certified copy thereof to the appointees and the League of California Cities.

PASSED, APPROVED AND ADOPTED this 11th day of August 2021.

James R. Bozajian, Mayor

ATTEST:

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

APPROVED AS TO FORM:

Matthew T. Summers
Colantuono Highsmith & Whatley
City Attorney



CITY: <u>CALABASAS</u>

**2021 ANNUAL CONFERENCE
VOTING DELEGATE/ALTERNATE FORM**

Please complete this form and return it to Cal Cities office by Wednesday, September 15, 2021. Forms not sent by this deadline may be submitted to the Voting Delegate Desk located in the Annual Conference Registration Area. Your city council may designate one voting delegate and up to two alternates.

To vote at the Annual Business Meeting (General Assembly), voting delegates and alternates must be designated by your city council. Please attach the council resolution as proof of designation. As an alternative, the Mayor or City Clerk may sign this form, affirming that the designation reflects the action taken by the council.

Please note: Voting delegates and alternates will be seated in a separate area at the Annual Business Meeting. Admission to this designated area will be limited to individuals (voting delegates and alternates) who are identified with a special sticker on their conference badge. This sticker can be obtained only at the Voting Delegate Desk.

1. VOTING DELEGATE

Name: James R. Bozajian

Title: Mayor

2. VOTING DELEGATE - ALTERNATE

Name: Peter Kraut

Title: Councilmember

3. VOTING DELEGATE - ALTERNATE

Name: _____

Title: _____

PLEASE ATTACH COUNCIL RESOLUTION DESIGNATING VOTING DELEGATE AND ALTERNATES OR

ATTEST: I affirm that the information provided reflects action by the city council to designate the voting delegate and alternate(s).

Name: Maricela Hernandez

Email mhernandez@cityofcalabasas.com

Mayor or City Clerk _____
(circle one) (signature)

Date August 11, 2021 Phone 818-224-1661

Please complete and return by Wednesday, September 15, 2021 to:

Darla Yacub, Assistant to the Administrative Services Director

E-mail: dyacub@cacities.org

Phone: (916) 658-8254



CITY of CALABASAS

CITY COUNCIL AGENDA REPORT

DATE: JULY 22, 2021

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: KINDON MEIK, CITY MANAGER

BY: MARICELA HERNANDEZ, MMC, CPMC, CITY CLERK

SUBJECT: ADOPTION OF RESOLUTION 2021-1743, REAFFIRMING AND EXTENDING THE EXISTENCE OF A LOCAL STATE OF EMERGENCY DUE TO THE COVID-19 PANDEMIC

MEETING

DATE: AUGUST 11, 2021

SUMMARY RECOMMENDATION:

Staff recommends the City Council adopt Resolution No. 2021-1743, reaffirming and extending the existence of a Local State of Emergency due to the Novel Coronavirus COVID-19 Pandemic.

REPORT:

On March 16, 2020, the City Manager, acting as the Director of Emergency Services, proclaimed a local emergency in the City of Calabasas due to the Novel Coronavirus COVID-19 Pandemic, following the issuance of state and federal emergency declarations. On March 16, 2020, the City Council ratified the local emergency declaration.

On March 16, 2020, the City Manager, acting as the Director of Emergency Services, issued Executive Order No. 1, closing certain businesses within the City, imposing operational restrictions on other certain businesses, and imposing a temporary moratorium on residential evictions within the City for the duration of the emergency.

On March 17, 2020, the City Manager, acting as the Director of Emergency Services, issued Executive Order No. 2, closing certain additional businesses in response to the Novel Coronavirus. On March 18, 2020, the City Manager, acting as the Director of Emergency Services, issued Executive Order No. 3, imposing a temporary moratorium on commercial tenant evictions within the City for the duration of the emergency. On March 19, 2020, the City Manager, acting as the Director of Emergency Services, issued Executive Order No. 4, banning public and private gatherings outside a residence. On March 27, 2020, the City Manager, acting as the Director of Emergency Services, issued Executive Order No. 5, closing trails and imposing price-gouging regulations.

Further, on April 8, 2020, the City Manager, acting as the Director of Emergency Services, issued Executive Order No. 6, requiring face coverings and social distancing plans for construction and real estate businesses. On April 16, 2020, the City Manager, acting as the Director of Emergency Services, issued Executive Order No. 7, expanding the face-covering requirement.

On May 6, 2020, the City Manager, acting as the Director of Emergency Services, issued Executive Order No. 8, opening certain trails and greenspaces for passive outdoor recreation and reopening limited retail and other businesses that had previously been closed, provided social distancing protocols are implemented. On May 13, 2020, the City Manager, acting as the Director of Emergency Services, issued Executive Order No. 9, ordering the opening of City and homeowners' association owned or other privately owned tennis courts, pickle ball courts, and equestrian facilities solely for outdoor recreation. On May 19, 2020 the Community Development Director, acting as the First Alternate Director of Emergency Services, issued Executive Order No. 10, allowing the reopening of certain businesses within the City as determined by, and in compliance with the requirements set by, the Los Angeles County Public Health Officer's Safer at Home Order for Control of COVID-19.

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

On June 25, 2020 the City Manager, acting as the Director of Emergency Services, issued Executive Order No. 13, rescinding Executive Order No. 2020-01, which restricted residential evictions for inability to pay rent due to circumstances related to the COVID-19 pandemic. In addition, rescinding Executive Order No. 2020-03, which, restricted commercial evictions for inability to pay rent due to circumstances related to the COVID-19 pandemic.

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

On September 23, 2020, the City Council reaffirmed and extended the existence of a Local State of Emergency due to the Novel Coronavirus COVID-19 Pandemic.

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

On October 30, 2020, the City Manager, acting as the Director of Emergency Services, issued Executive Order No. 16, prohibiting all motion picture, television, or still photography production for commercial purposes on residential property, except for those types of filming exempted from a City filming permit requirement by Calabasas Municipal Code Section 5.04.050.

On November 10, 2020, the City Council reaffirmed and extended the existence of a Local State of Emergency due to the Novel Coronavirus COVID-19 Pandemic.

On December 9, 2020, the City Council reaffirmed and extended the existence of a Local State of Emergency due to the Novel Coronavirus COVID-19 Pandemic.

On January 27, 2021, the City Council reaffirmed and extended the existence of a Local State of Emergency due to the Novel Coronavirus COVID-19 Pandemic.

On March 24, 2021, the City Council reaffirmed and extended the existence of a Local State of Emergency due to the Novel Coronavirus COVID-19 Pandemic.

On May 12, 2021, the City Council reaffirmed and extended the existence of a Local State of Emergency due to the Novel Coronavirus COVID-19 Pandemic.

On June 23, 2021, the City Council reaffirmed and extended the existence of a Local State of Emergency due to the Novel Coronavirus COVID-19 Pandemic.

Under Calabasas Municipal Code section 2.44.060(a), the City Council must confirm such orders at the earliest practicable time. Under Government Code section 8630(c), Council must review the need for continuing the local emergency at least once every 60 days until the Council adopts a resolution terminating the local emergency. Staff,

therefore, recommends that the City Council adopt Resolution 2021-1743, confirming the issuance of Executive Orders to protect public health and safety by the City Manager, acting as the Director of Emergency Services and deem that the local emergency continue to exist until Council has proclaimed its termination.

ATTACHMENT:

Resolution No. 2021-1743

**ITEM 7 ATTACHMENT
RESOLUTION NO. 2021-1743**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
CALABASAS, CALIFORNIA, REAFFIRMING AND EXTENDING
THE EXISTENCE OF A LOCAL STATE OF EMERGENCY DUE TO
THE NOVEL CORONAVIRUS COVID-19 PANDEMIC.**

WHEREAS, conditions of extreme peril to the safety of persons have arisen and continue to exist within the City of Calabasas as the result of conditions surrounding the Novel Coronavirus COVID-19 Pandemic; and

WHEREAS, the Governor has declared a State Health Emergency in response to the Novel Coronavirus COVID-19 Pandemic; and

WHEREAS, on March 13, 2020, the President of the United States declared a national emergency as a result of COVID-19; and

WHEREAS, the COVID-19 pandemic, if fully manifested, poses extreme peril to the health and safety of persons and property within the City and are, or are likely to be, beyond the control and capacity of the services, personnel, equipment and facilities of the City; and

WHEREAS, Calabasas Municipal Code section 2.44.060 empowers the Director of Emergency Services to proclaim the existence or threatened existence of a local emergency when said City is affected or likely to be affected by a public calamity and the City Council is not in session; and

WHEREAS, the City Manager, acting as the Director of Emergency Services did proclaim the existence of a local emergency within the City on the 16th day of March 2020, and issued Executive Orders to protect public health and safety; and

WHEREAS, the City Council of the City of Calabasas ratified the proclamation of a local emergency on March 16, 2020, by adoption of Resolution No. 2020-1672; and

WHEREAS, the City Manager issued several Executive Orders, acting as the Director of Emergency Services under Calabasas Municipal Code section 2.44.060, to protect the public health and safety of persons and property within the City; and

WHEREAS, the City Council of the City of Calabasas ratified the previous Executive Orders issued by the City Manager/Director of Emergency Services under the Proclamation of the Existence of a Local Emergency on March 25, 2020, by adoption of Resolution No. 2020-1674; and

WHEREAS, the City Council of the City of Calabasas ratified further Executive Orders issued by the City Manager/Director of Emergency Services under the Proclamation of the Existence of a Local Emergency on April 22, 2020, by adoption of Resolution No. 2020-1678; and

WHEREAS, the City Council of the City of Calabasas ratified further Executive Orders issued by the City Manager/Director of Emergency Services under the Proclamation of the Existence of a Local Emergency on May 18, 2020, by adoption of Resolution No. 2020-1681; and

WHEREAS, the City Council of the City of Calabasas ratified further Executive Orders issued by the City Manager/Director of Emergency Services under the Proclamation of the Existence of a Local Emergency on June 10, 2020, by adoption of Resolution No. 2020-1686; and

WHEREAS, the City Council of the City of Calabasas ratified further Executive Orders issued by the City Manager/Director of Emergency Services under the Proclamation of the Existence of a Local Emergency on June 24, 2020, by adoption of Resolution No. 2020-1692; and

WHEREAS, the City Council of the City of Calabasas ratified further Executive Orders issued by the City Manager/Director of Emergency Services under the Proclamation of the Existence of a Local Emergency on August 5, 2020, by adoption of Resolution No. 2020-1697; and

WHEREAS, the City Council of the City of Calabasas ratified the proclamation of a local emergency on September 23, 2020, by adoption of Resolution No. 2020-1703; and

WHEREAS, the City Council of the City of Calabasas ratified further Executive Orders issued by the City Manager/Director of Emergency Services under the Proclamation of the Existence of a Local Emergency on October 14, 2020, by adoption of Resolution No. 2020-1706; and

WHEREAS, the City Council of the City of Calabasas ratified further Executive Orders issued by the City Manager/Director of Emergency Services under the Proclamation of the Existence of a Local Emergency on November 10, 2020, by adoption of Resolution No. 2020-1709; and

WHEREAS, the City Council of the City of Calabasas ratified the proclamation of a local emergency on December 9, 2020, by adoption of Resolution No. 2020-1704; and

WHEREAS, the City Council of the City of Calabasas ratified the proclamation of a local emergency on January 27, 2021, by adoption of Resolution No. 2021-1713; and

WHEREAS, the City Council of the City of Calabasas ratified the proclamation of a local emergency on March 24, 2021, by adoption of Resolution No. 2021-1719; and

WHEREAS, the City Council of the City of Calabasas ratified the proclamation of a local emergency on May 12, 2021, by adoption of Resolution No. 2021-1730; and

WHEREAS, the City Council of the City of Calabasas ratified the proclamation of a local emergency on June 23, 2021, by adoption of Resolution No. 2021-1735; and

WHEREAS, Calabasas Municipal Code Section 2.44.060 empowers the City Council to confirm the Executive Orders issued to protect public health and safety, and

WHEREAS, Government Code Section 8630, subdivision c, requires that the City Council review the need for continuing the local emergency at least once every 60 days.

NOW THEREFORE, IT IS HEREBY RESOLVED, by the City Council of the City of Calabasas reaffirms the City Manager/Director of Emergency Services' Proclamation of the Existence of a Local Emergency and declares that a local state of emergency continues to exist within the City of Calabasas.

BE IT FURTHER RESOLVED that the local emergency shall be deemed to continue to exist until its termination is proclaimed by the City Council of the City of Calabasas.

BE IT FURTHER RESOLVED that the Executive Orders issued by the City Manager/Director of Emergency Services are hereby reconfirmed.

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

PASSED, APPROVED AND ADOPTED this 11th day of August 2021.

James R. Bozajian, Mayor

ATTEST:

APPROVED AS TO FORM:

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

Matthew T. Summers
Colantuono, Highsmith & Whatley, PC
City Attorney



CITY of CALABASAS

CITY COUNCIL AGENDA REPORT

DATE: AUGUST 1, 2021

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: RON AHLERS, CHIEF FINANCIAL OFFICER
MICHAEL MCCONVILLE, MANAGEMENT ANALYST

SUBJECT: ADOPTION OF RESOLUTION NO. 2021-1744, ALLOCATING FUNDS FOR THE SENIOR CENTER CARING CALABASAS CLUB, UPGRADES TO THE CITY COUNCIL CHAMBERS MASTER CONTROL ROOM, AND A "HERO/HAZARD" PREMIUM PAY PROGRAM FOR FRONTLINE GROCERY WORKERS

MEETING DATE: AUGUST 11, 2021

SUMMARY RECOMMENDATION:

Staff recommends the City Council adopt Resolution no. 2021-1744, allocating funds for the Senior Center Caring Calabasas Club, upgrades to the City Council Chambers master control room, and a "hero/hazard" premium pay program for frontline grocery workers.

BACKGROUND:

On June 29th the City Council convened a Special Meeting to discuss an expenditure plan for monies received from the American Rescue Plan Act's (ARPA) Coronavirus State and Local Fiscal Recovery Fund. The City Council directed staff to return at a future meeting authorizing the following ARPA fund appropriation amounts:

- \$5,000 to fund the Senior Center's Caring Calabasas Club
- \$125,000 for upgrades to the City Council Chambers Master Control Room

- \$334,000 to fund a one-time “hero/hazard” premium pay program for frontline grocery workers

DISCUSSION:

Caring Calabasas Club

The Senior Center’s Caring Calabasas Club provides a vehicle for social interaction on a meaningful level for Calabasas senior volunteers, creating a multi-generational, kinder, and cooperative community. The Club coordinates charitable contributions in the form of the collection of goods, crafting of needed items, and miscellaneous good works projects. The \$5,000 allocation will be used to purchase supplies for the upcoming year’s various charitable and goodwill activities.

City Council Chambers Technology & Master Control Upgrades

The Master Control room for the City Council Chambers has not been upgraded since the Civic Center Plaza was first built in 2008. To accommodate future public meetings being held in a hybrid in-person and virtual format, the following technology improvements are required:

UPGRADE	COST ESTIMATE
Infocaster Graphics Billboard Upgrade	\$7,000
Inscriber Meeting Graphic Character Generator	\$13,000
Tightrope Device Controller & Hard Drive Storage/Replays	\$20,000
Granicus Streaming Server	\$7,500
Chamber Cameras (x5) HD Upgrade	\$17,500
Council Chamber Audio/Video Upgrade	\$20,000
HD Switcher Upgrade	\$20,000
Design and Labor Installation Costs	\$20,000

TOTAL: **\$125,000**

Frontline Grocery Worker “Hero/Hazard” Premium Pay

On May 26, 2021, the City Council approved guidelines for a “hero/hazard” premium pay program for the City’s frontline grocery workers. On June 29, 2021 the City Council approved a program appropriation amount totaling \$334,000.

Unfortunately, staff was recently notified from one store that it had sent incomplete payroll data to the City when initially requested to do so. Staff recalculated the revised hours for the store, which resulted in a \$19,000 increase in premium pay to the store’s employees. For this reason, staff is requesting **to increase the program appropriation amount to \$353,000**. All program terms and provisions remain unchanged.

FISCAL IMPACT/SOURCE OF FUNDING:

The City’s American Rescue Plan Act (ARPA) Coronavirus State and Local Fiscal Recovery Fund balance is about \$2.8 million, with the City expected to receive an additional \$2.8 million in 2022.

The combined appropriation amount for the three aforementioned programs to be funded with ARPA monies totals **\$483,000**, as described below:

PROGRAM	APPROPRIATION AMOUNT
Caring Calabasas Club	\$5,000
City Council Chamber Technology & TV Master Control Upgrade	\$125,000
Hazard/Hero Premium Pay <i>(Revised)</i>	\$353,000
TOTAL:	<u><u>\$483,000</u></u>

REQUESTED ACTION:

City Council adopt Resolution no. 2021-1744, allocating funds for the Senior Center Caring Calabasas Club, upgrades to the City Council Chambers master control room, and a “hero/hazard” premium pay program for frontline grocery workers.

ATTACHMENTS:

1. Resolution No. 2021-1744, Appropriation of American Rescue Plan Act (ARPA) Funds

**ITEM 8 ATTACHMENT 1
RESOLUTION NO. 2021-1744**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CALABASAS, CALIFORNIA, ALLOCATING FUNDS FOR THE SENIOR CENTER CARING CALABASAS CLUB, UPGRADES TO THE CITY COUNCIL CHAMBERS MASTER CONTROL ROOM, AND A "HERO/HAZARD" PREMIUM PAY PROGRAM FOR FRONTLINE GROCERY WORKERS.

WHEREAS, The American Rescue Plan Act of 2021 (ARPA) was signed by the President on March 11, 2021. Part of this package includes the Coronavirus State and Local Fiscal Recovery Fund (CSLFR), which provides approximately \$350 billion in new federal fiscal assistance for states, territories, tribes, counties, and municipalities; and

WHEREAS, The City is entitled to approximately \$5.7 million under the State and Local Fiscal Recovery Fund, which expenditures are limited to respond to the COVID-19 pandemic and its negative health and economic impacts; and

WHEREAS, the City Council convened a Special Meeting on June 29, 2021 to discuss an expenditure plan for funds received from ARPA's CSLFRF; and

WHEREAS, on July 13, 2021 the City received the first half of its allocation of monies from the CSLFR in the amount of \$2,853,072; and

WHEREAS, a staff report has been presented to the City Council on August 11, 2021, requesting approval to appropriate \$483,000 in ARPA funding for the Senior Center Caring Calabasas Club, upgrades to the City Council Chambers master control room, and a Hero/Hazard premium pay program for frontline grocery workers; and

WHEREAS, on June 23, 2021 the City Council adopted the Operating and Capital Improvement Budget for FY 2021-22; and

WHEREAS, Exhibit "A" hereof describes said budget appropriation and the resultant impact to the budget line items.

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

A budget amendment appropriating \$483,000 for FY 2021-22 as more particularly described in Exhibit "A", attached hereto, is hereby approved.

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

PASSED, APPROVED AND ADOPTED this 11th day of August 2021.

James R. Bozajian, Mayor

ATTEST:

APPROVED AS TO FORM:

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

Matthew T. Summers
Colantuono, Highsmith & Whatley, PC
City Attorney

BUDGET AMENDMENT TO
 General Fund & American Rescue Plan Act Fund
 to Adjust Revenues & Expenditures for the
 Senior Center Caring Calabasas Club
 City Council Chambers Master Control Room Upgrades
 "Hazard/Hero" Premium Pay Program
 FY 2021 - 22

A. Fund Allocation

Account Number	FUND Name	Amount
10-000-0340-00	General Fund	\$ 3,500
45-000-0310-00	American Rescue Plan Act Fund	(\$ 483,000)
	TOTAL	(\$ 479,500)

B. Estimated REVENUES

Account Number	Current Budget	Revision	Amended Budget
-	\$ -	\$ -	\$ -
TOTAL REVENUES	\$ -	\$ -	\$ -

C. Expenditure Account APPROPRIATIONS

Account Number	Current Budget	Revision	Amended Budget
45-518-5252-76	\$ -	\$ 5,000	\$ 5,000
<i>Caring Calabasas Senior Center Club</i>			
45-162-6500-00	\$ -	\$ 125,000	\$ 125,000
<i>City Council Chamber Master Control Upgrade</i>			
45-134-5233-10	\$ -	\$ 353,000	\$ 353,000
<i>"Hazard/Hero" Premium Pay Program</i>			
10-518-5252-76	\$ 3,500	\$ -	(\$ 3,500)
<i>Reduce Senior Program Appropriation from General Fund</i>			
TOTAL EXPENSES	\$ 3,500	\$ 483,000	\$ 479,500



CITY of CALABASAS
CITY COUNCIL AGENDA REPORT

DATE: AUGUST 2, 2021

TO: HONORABLE MAYOR AND COUNCILMEMBERS

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

FILE NO.: SPR-2021-011 AND SCP-2021-002

SUBJECT: CONSIDERATION AND APPROVAL OF A REQUEST FOR THE REFUND OF FEES PAID BY THE CHABAD OF CALABASAS, IN THE AMOUNT OF \$5,383.20, FOR THE CITY'S REVIEW AND APPROVAL OF MODIFICATIONS TO AN APPROVED SITE PLAN REVIEW AND SCENIC CORRIDOR PERMIT

MEETING AUGUST 11, 2021

SUMMARY RECOMMENDATION:

That the City Council approve a request for the refund of fees paid by the Chabad of Calabasas, in the amount of \$5,383.20, for the City's review and approval of modifications to an approved site plan review and scenic corridor permit.

BACKGROUND:

On February 20, 2020, the Planning Commission adopted Planning Commission Resolution No. 2020-698, approving a request for a Site Plan Review, Conditional Use Permit, Scenic Corridor Permit, Oak Tree Permit, Variance and a Sign Permit to demolish an existing two-story single-family residence, and construct a new approximately 14,792 square-foot two-story building inclusive of a place of worship (8,850 sf) and a single-family residence (5,300 sf) on a property located at 3871 Old Topanga Canyon Road (APN 2069-016-025) within the Rural Residential

(RR) Zone and the Scenic Corridor (SC) Overlay Zone. The project included a variance request for retaining wall height, and an Oak Tree Permit for the removal of 9 non-heritage oak trees and encroachment into the protected zone of 4 oak trees.

On April 23, 2021, the applicant submitted a request to modify the approved Site Plan Review and Scenic Corridor Permit. The proposed modification reduces the size of the approved two-story building from 14,792 square feet to 10,534 square feet and modifies the architecture of the building. The nature of the modification affects only the Site Plan Review and Scenic Corridor Permit. The proposed modifications were reviewed by the Architectural Review Panel (ARP) on May 28, 2021, which recommended approval of the modified design to the Planning Commission.

On June 17, 2021, the Planning Commission held a noticed public hearing to review the Site Plan Review and Scenic Corridor Permit. The Planning Commission opened the public hearing, took testimony, and voted 4-1 to approve the Site Plan Review and Scenic Corridor Permit to modify the plans of the prior approval.

Following the public hearing, on June 28, 2021, the owner submitted a Claim Form (Attachment A) requesting that the City Council refund the fees associated with the Site Plan Review and Scenic Corridor Permit. The following fees associated with SPR-2021-011 and SCP-2021-002 were paid:

- \$4,023.00 Site Plan review
- \$192.20 Public Hearing Notification Service
- \$316.00 Scanning Invoice
- \$852.00 Scenic Corridor Permit
- Total fees collected = \$5,383.20

DISCUSSION:

Pursuant to Section 17.64.060, changes to an approved project may be authorized by the Director of Community Development if the changes 1) do not involve a feature that was a specific consideration by the review authority (Planning Commission) in the approval of the permit, (2) do not result in a significant expansion of the use, and (3) is generally consistent with the intent of the original approval.

For most projects, a reduction in scope or square footage would typically be considered minor and eligible for Director Approval under the CMC. However, in this case, the building's architecture was also proposed to be changed, a feature considered under the original approval when the Commission considered impacts to

the Scenic Corridor. For this reason, the modifications were required to be approved by the Planning Commission via new permits. As a result, the property owner had to pay \$5,383.20 to file a new application for a Site Plan Review and Scenic Corridor Permit.

The original project approvals included a Site Plan Review, Conditional Use Permit, Scenic Corridor Permit, Variance, Oak Tree Permit and Sign Permit that cost \$15,143.50 in associated fees for planning review. Due to the complexity of the project entitlements, the original project took approximately eight months to process. Because the modified plans retain the building in the approved footprint, technical issues like site development, parking, use and biology remained the same. As a result, the new Site Plan Review and Scenic Corridor Permits to modify the approved project took only two months to process because it focused on architecture and scenic corridor impacts alone.

In accordance with Section 3.38.010 of the CMC, the Owner has filed a claim for the fees paid to process the Site Plan Review and Scenic Corridor Permit to approve the modified plans. Section 3.38.010 of the CMC allows an applicant to request a refund of fees paid, provided the request is made within 12 months of project approval. The Owner has complied with Section 3.38.010 because a Claim for Refund was filed on June 28, 2021. As a result, the Council may authorize a refund in whole or in part, which Staff supports in light of the facts stated.

FISCAL IMPACT/SOURCE OF FUNDING:

If authorized, the refund payment would be made from account number: 10-000-4110-10.

REQUESTED ACTION:

That the City Council approves a request for the refund of fees paid by the Chabad of Calabasas, in the amount of \$5,383.20, for the City's review and approval of modifications to an approved site plan review and scenic corridor permit.

ATTACHMENTS:

- Attachment A: Claim Form submitted by Chabad of Calabasas, June 28, 2021
- Attachment B: Receipts for SPR-2021-011 and SCP-2021-002



CITY of CALABASAS

RESERVE FOR FILING STAMP:

First Name of Claimant (Last)	(First)	
Chabad of Calabasas		
Mailing Address (Street)	(City)	(State/Zip)
3871 Old Topanga Canyon Road, Calabasas, CA		
(Area Code) (Phone Number)		
818.222.3838		

REFUND INFORMATION

3871 Old Topanga Canyon Road

JOB LOCATION: _____

5,383.20 6.2.21

Amount Claimed \$ _____ **Date Fees Paid:** _____

115300500335 (Receipt attached)

RECEIPT #/PERMIT #/REFERENCE # _____

STATE REASON FOR REQUESTING A REFUND – (Details): _____

Reduction of project scope from prior approved Chabad Calabasas project

approval in Feb. 2020. Project is typically a director level review, but due to

location within scenic corridor, Director requested PC review as well. Impacts less than prior approval.

NOTE: A Claimant may be required to submit to examination under oath. Presentation of a false claim is a felony. (California Penal Code Section 72.) PLEASE ALSO NOTE THAT THE CITY WILL RETAIN 20% OF THE REFUND AMOUNT TO COVER CLERICAL AND OTHER OVERHEAD COSTS AND EXPENSES INCURRED IN PROCESSING THE REFUND TRANSACTION.

I HEREBY CERTIFY THAT THE ABOVE STATEMENTS ARE TRUE.

DocuSigned by: <i>Shaina Friedman</i>	6/28/2021
SIGNATURE AND TITLE OF CLAIMANT	DATE

FOR DEPARTMENT OF CITY CLERK USE ONLY

AMOUNT APPROVED FOR REFUND \$ _____

REMARKS: _____

Audited by:	Date:
Approved by:	Date:



CITY of CALABASAS

INSTRUCTIONS FOR FILING A CLAIM FOR REFUND

What form do I use?

Claim for Refunds must be prepared on a Claim for Refund form.

Where do I get the forms?

For a printable online claim form, go to the City Clerk's page at <http://www.cityofcalabasas.com/departments/clerks.html>. Claim forms are also available from the public counter in City Hall.

What do I need to attach?

You will need to attach your original cash register receipt and your application or permit copy containing the original cash register validation. Your claim will NOT be processed without these documents.

Where do I file the refund?

Your completed refund claim form and related documents can be filed at the City Clerk's office or mailed to:

City Clerk
Claim for a Refund
100 Civic Center Way
Calabasas, CA 91302

You may also submit your refund claim form at the public counter. Staff will forward the claim form to the City Clerk's Office.

How long do I have to file a claim?

A claim for refund of fees must be filed within:

- (1) 12 months from the date of expiration of the permit/application or of any extensions granted by the Department or
- (2) 12 months from the date of any Department or Commission action

What will be refunded?

Where the applicant for any registration certificate, license or permit has not, at any time after the commencement of the period or term during which the requested certificate, license or permit would have been effective, commenced or engaged in the business or occupation, or performed any act, for which the certificate, license or permit was required; or where a person has filed an application or appeal and subsequently has withdrawn said application or appeal; provided, however, that the City has not made any physical inspection or examination of real property, held or conducted any hearing, performed any tests, or done any similar work, whether required or contemplated by law or not, as a result of the filing or issuance of any of the foregoing; and, provided further, that the certificate, license, or permit, if the same has in fact been issued, must be surrendered for cancellation and a written request for such cancellation must be filed with the department of the City issuing the same on or before the date of refund. In case of refunds made under this subsection, 20 percent of the amount paid shall be deducted and retained by the City to cover clerical and other overhead costs and expenses incurred in processing the refund transaction. If the City has made any physical inspection or examination of real property, held or conducted any hearing, performed any tests, or done any similar work, whether required or contemplated by law or not, as a result of the filing or issuance of any of the foregoing, City Council approval will be required for any refund.

What happens to my refund claim?

a) Upon receipt of the claim for a refund, the City Clerk will notify the concerned City officials, bodies or departments that a claim for a refund has been filed and will transmit a copy of the claim form to such officials, bodies or departments.

b) When City Council approval is required, the City Clerk will prepare the necessary reports for the City Council, and place the claim for a refund on the agenda for hearing before the City Council within thirty (30) days of receipt of the said claim, and notify the applicant in writing of the time, date and place of the hearing not less than five (5) days before the Council hearing.



CITY of CALABASAS

CITY OF CALABASAS

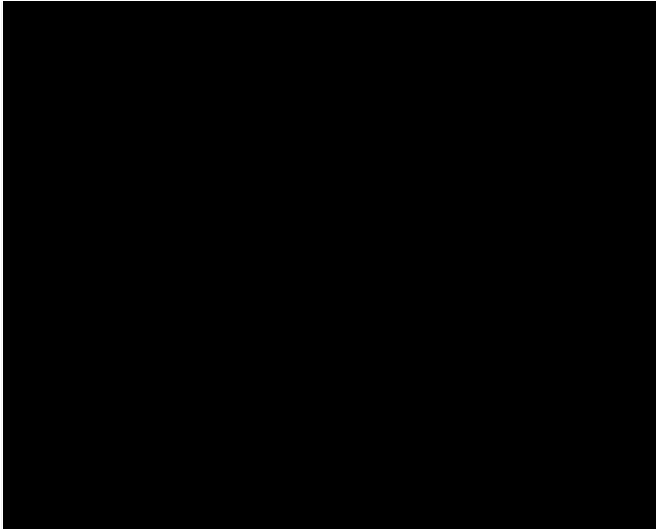
[100 CIVIC CENTER WAY](#)
[FINANCE DEPARTMENT](#)
[CALABASAS, CA 913024112](#)
[+1 818-224-1600](#)

info@cityofcalabasas.com

Subtotal	\$5,383.20
Total Taxes	\$0.00

Total \$ 5,383.20

PAYMENT ID: EWC86TAC1WQ96



[View the Privacy Policies for](#)

Clover

Have a nice day in Calabasas!





CITY of CALABASAS

CITY OF CALABASAS - PLANNING DIVISION
 100 Civic Center Way
 Calabasas, CA 91302

(818) 224-1600
 info@cityofcalabasas.com

Receipt Number:
SGJUN0455

RECEIPT

Permit Number: SCP-2021-002
Site Address: 3871 OLD TOPANGA CANYON RD
Parcel Number: 2069-016-025
Applicant: CHABAD OF CALABASAS
 3871 Old Topanga Canyon Rd
 Calabasas, CA 91302
Property Owner: FRIEDMAN, ELIYAHU
 3871 OLD TOPANGA CANYON RD
 CALABASAS, CA 91302
Project Description: Revision to Approved Chabad Calabasas Project

Permit Type: SCENIC CORRIDOR PERMIT
Cashier: Jaclyn Rackerby
Date: 06/02/2021

SCP-2021-002

3871 OLD TOPANGA CANYON RD

<u>Fee Description</u>	<u>Fee Amount</u>	<u>Amount Paid</u>	<u>Fee Balance</u>
2.3.25.1-2 Scenic Corridor Permit	\$852.00	\$852.00	\$0.00
	\$852.00	\$852.00	\$0.00

<u>Payment Method</u>	<u>Reference Number</u>	<u>Payment Amount</u>
CREDIT CARD	██████	\$852.00

Total Paid: **\$852.00**

Payer/Payee: FRIEDMAN, ELIYAHU AND SHAINA
 3871 OLD TOPANGA CANYON RD
 CALABASAS CA 91302



CITY OF CALABASAS - PLANNING DIVISION
 100 Civic Center Way
 Calabasas, CA 91302

Receipt Number:
SGJUN0455

CITY of CALABASAS

(818) 224-1600
 info@cityofcalabasas.com

RECEIPT

Permit Number: SCP-2021-002
Site Address: 3871 OLD TOPANGA CANYON RD
Parcel Number: 2069-016-025
Applicant: CHABAD OF CALABASAS
 3871 Old Topanga Canyon Rd
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Property Owner: FRIEDMAN, ELIYAHU
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Permit Type: SCENIC CORRIDOR PERMIT
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Date: 06/02/2021

SCP-2021-002		3871 OLD TOPANGA CANYON RD		
<u>Fee Description</u>	<u>Fee Amount</u>	<u>Amount Paid</u>	<u>Fee Balance</u>	
2.3.25.1-2 Scenic Corridor Permit	\$852.00	\$852.00	\$0.00	
	\$852.00	\$852.00	\$0.00	

<u>Payment Method</u>	<u>Reference Number</u>	<u>Payment Amount</u>
CREDIT CARD	██████	\$852.00
Total Paid:		\$852.00

Payer/Payee: FRIEDMAN, ELIYAHU AND SHAINA
 3871 OLD TOPANGA CANYON RD
 CALABASAS CA 91302



CITY of CALABASAS
CITY COUNCIL AGENDA REPORT

DATE: AUGUST 2, 2021

TO: HONORABLE MAYOR AND COUNCILMEMBERS

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

SUBJECT: OLD TOWN CALABASAS SIDEWALK REPLACEMENT PROJECT UPDATES

MEETING
DATE: AUGUST 11, 2021

SUMMARY RECOMMENDATION:

For City Council to review the design elements and project updates for the Old Town Sidewalk Replacement project.

DISCUSSION/ANALYSIS:

Old Town Calabasas, the primary retail shopping area in the City, brings a taste of the old west to modern Calabasas living. Old Town features the historic Leonis Adobe and Museum and a fine selection of shops and restaurants, all within walking distance of the Calabasas Civic Center.

In 1994, City Council adopted the Old Town Calabasas Master Plan and Design Guidelines in order to maintain the historical and cultural values of the City's "downtown", with an intent to maintain a general theme of the "Old West". The guidelines are to be followed and incorporated into future building designs and other construction projects in the area.

Shortly prior to the establishment of the master plan and design guidelines, the City installed boardwalk style sidewalks along Calabasas Road using a type of all-weather polymer slats or decking (the trade name for the product is "Trex"). Also

installed were a number of hitching posts, bollards, electrical receptacles (to accommodate temporary strands of decorative lighting), trash cans, landscaping, and street lights. Unfortunately, after close to 30 years, these improvements have reached the end of their useful life, requiring continual maintenance and repair; the sidewalks, in particular, now present an unacceptable liability risk for the City.

The Old Town Calabasas Sidewalk Replacement project is one of the City's approved Capital Improvement Program (CIP) projects. A contract with Fuscoe Engineering, Inc. was approved in June 2020 and design began shortly after. The project includes the following elements:

1. Sidewalk replacement.

The existing sidewalk in Old Town Calabasas was installed with Trex composite decking material that has slowly deteriorated over the years. Many of the Trex decking components either broke or are no longer affixed to the underlying joists, becoming potential trip hazards for pedestrians. The City has replaced some segments with concrete over the years. To achieve a more durable, long-standing, and safe sidewalk, the City desires to replace all Trex decking materials with stamped concrete, and replace all existing concrete sidewalk sections as well, to create a uniform surface texture and appearance throughout Old Town Calabasas.

2. Installation of new street lights.

The antiquated street lights, with parts that are no longer available in the market (and therefore nearly impossible to maintain), will be replaced with those powered with LEDs. Notwithstanding the use of contemporary high-efficiency and low-cost electrical components, the new street lights will retain the Old West design.

3. Upgrade of Landscaping features.

The project will install new trees; replace trash receptacles, benches, fencing, bollards, traffic sign posts, and planter boxes. Trees near driveways and crosswalks will be removed to improve line of sight.

4. Replacement of crosswalks and installation of in-pavement flashers.

Deteriorating crosswalks will be replaced using the cobblestone and pavers pattern similar to the existing. Installation of in-pavement flashers is proposed at all four crosswalk locations. They will provide needed additional safety for pedestrians and will also link the Park-and-Ride facility with Old Town destinations. Crosswalk ramps will be replaced per ADA standards.

The proposed project design elements were presented to Historic Preservation Commission on June 2, 2021 and to Traffic and Transportation Commission on June 22, 2021. Commissioners unanimously accepted presented design elements

and provided a few comments on aesthetics components, construction logistics and notification of public and businesses.

The bid documents are at 90% completion. Staff anticipates to advertise the bid in early fall and start construction later this year.

FISCAL IMPACT/SOURCE OF FUNDING:

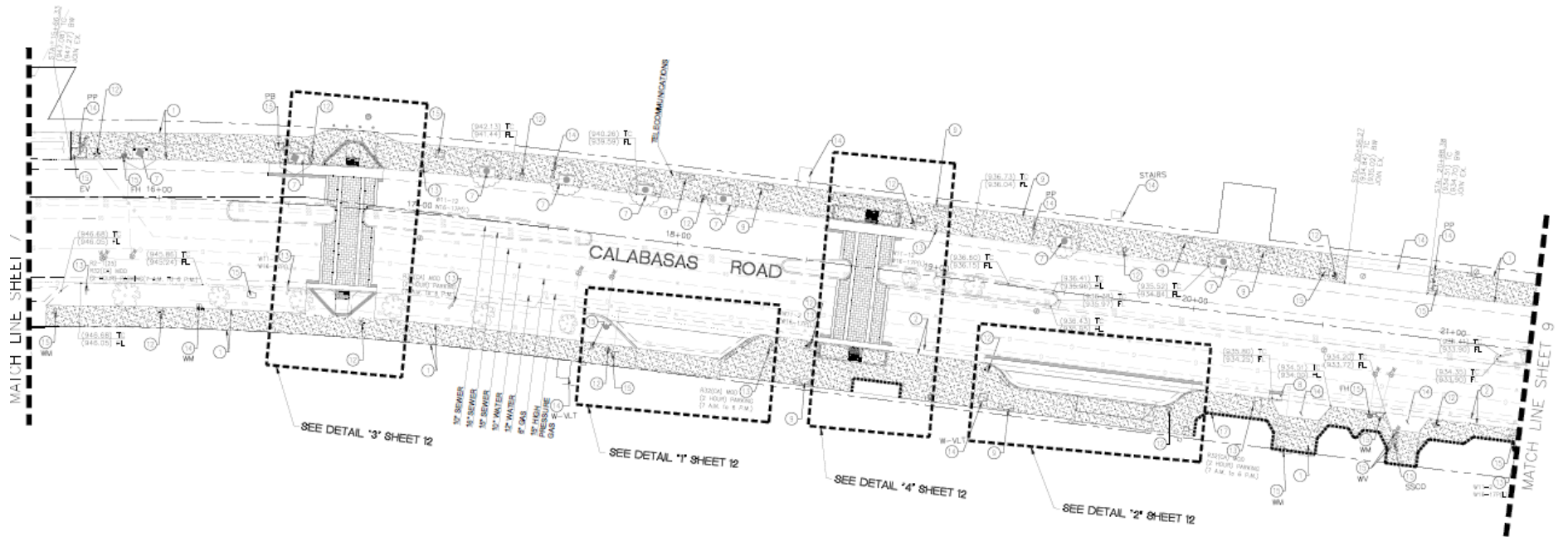
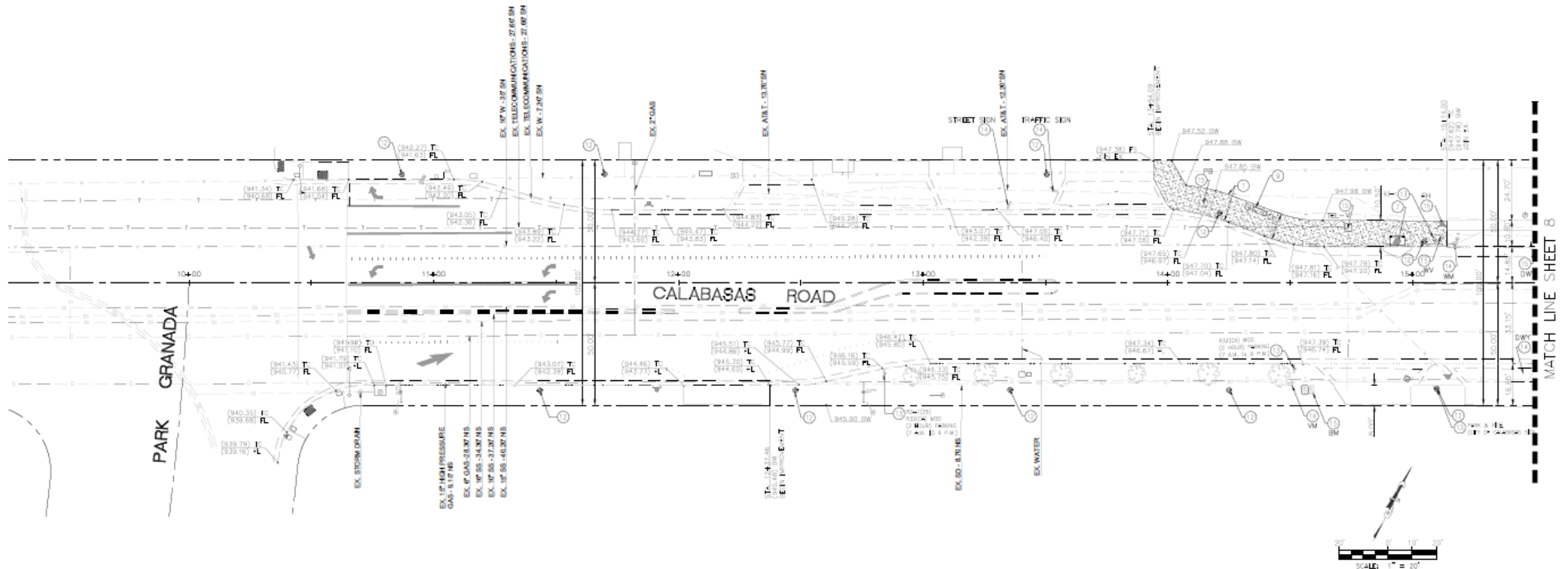
Funding for the Old Town Sidewalk Improvement project is provided by the Ad Valorem Account.

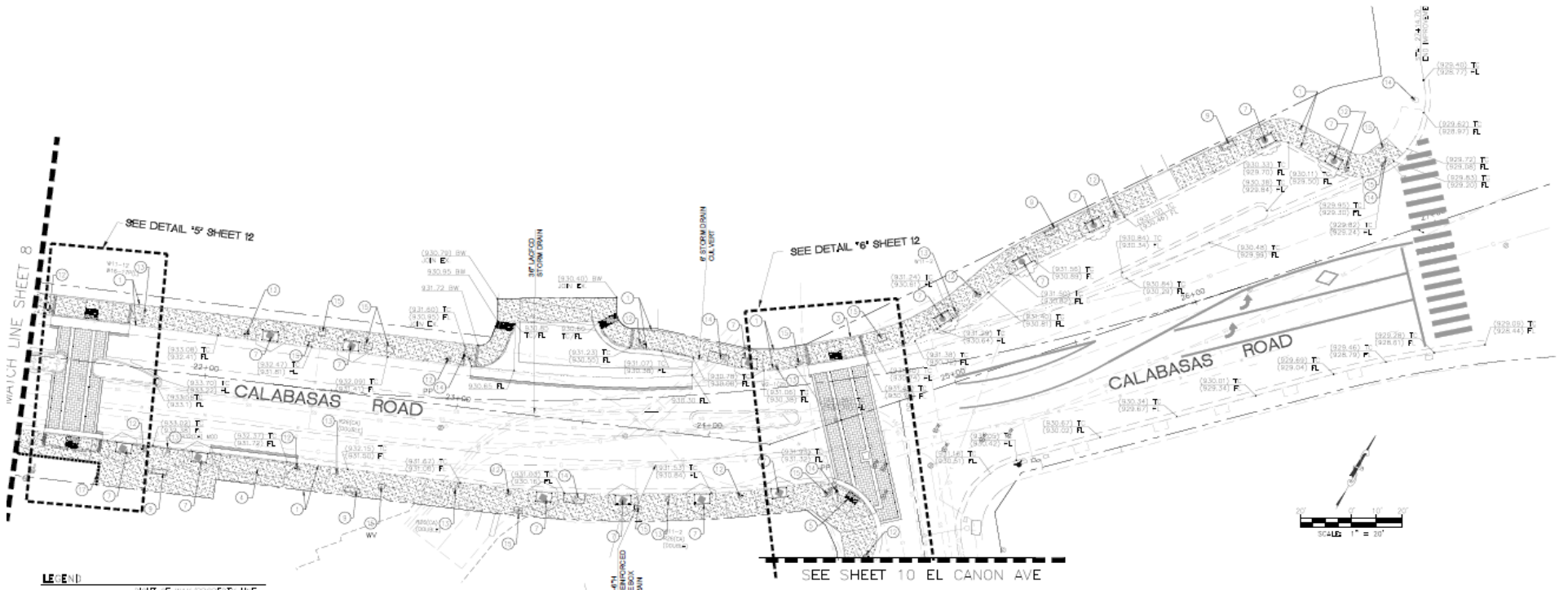
REQUESTED ACTION:

For City Council to review the design elements and project updates for the Old Town Sidewalk Replacement project.

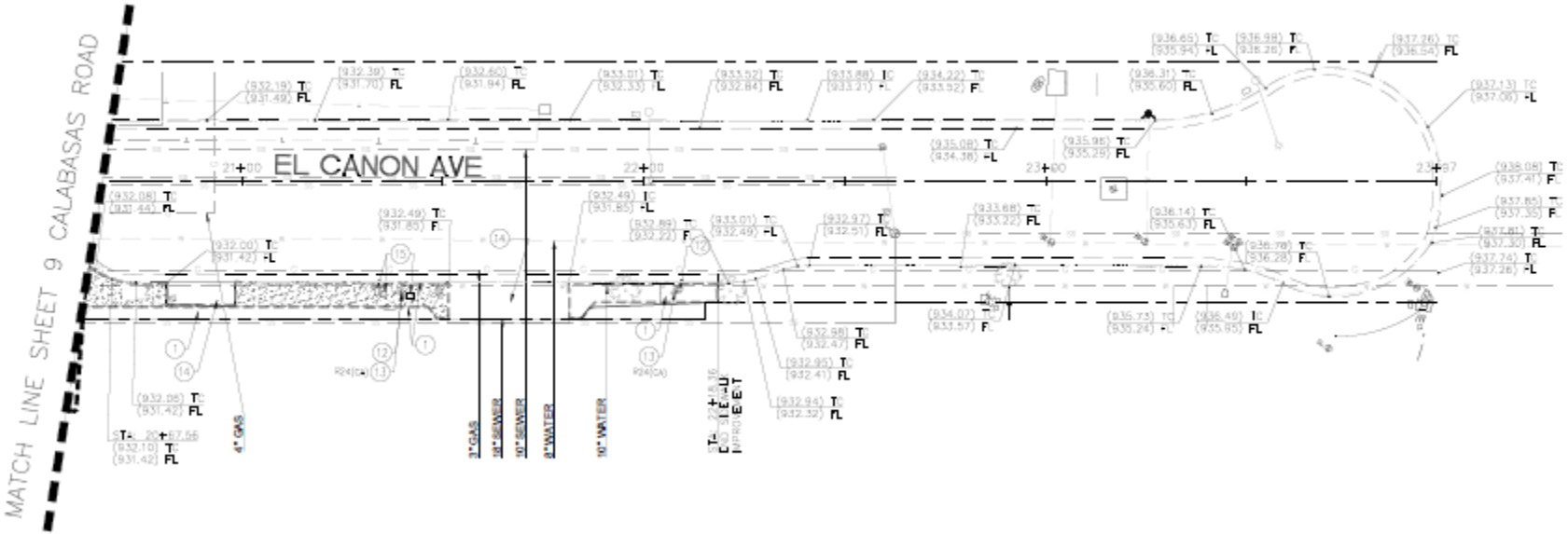
ATTACHMENTS:

Exhibit A – Project Layout





LEGEND





CITY of CALABASAS

CITY COUNCIL AGENDA REPORT

DATE: JULY 23, 2021

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: KINDON MEIK, CITY MANAGER
MATTHEW T. SUMMERS, CITY ATTORNEY
EPHRAIM S. MARGOLIN, ASSISTANT CITY ATTORNEY
COLANTUONO HIGHSMITH & WHATLEY, PC

SUBJECT: (A) CONSIDERATION OF A CONTRACT FOR INTERIM HOUSING AND SUPPORT SERVICES TO UNHOUSED PERSONS
(B) INTRODUCTION OF ORDINANCE NO. 2021-394, ADDING CALABASAS MUNICIPAL CODE CHAPTER 9.38 "USE OF THE PUBLIC RIGHTS OF WAY AND PROTECTION OF SCHOOLCHILDREN, BUS STOPS, CRITICAL INFRASTRUCTURE AND WILDLIFE AREAS," AND ADOPTION OF RESOLUTIONS DESIGNATING CRITICAL INFRASTRUCTURE AND SCHOOL ROUTES.

MEETING DATE: AUGUST 11, 2021

RECOMMENDATION:

Provide direction to staff and consider entering into an agreement for interim housing and support services to unhoused persons. Provide direction regarding potential adoption of a "Right of Way" ordinance and accompanying resolutions allowing the City to ban camping and other activities which block City sidewalks and streets and a ban on camping and other activities near bus stops, school routes, schools, libraries, parks, wildfire risk areas, and critical infrastructure.

BACKGROUND:

The number of homeless outreach requests for individuals residing in the City of Calabasas has increased in 2021. Calls processed per month through July 22 are detailed below:

Monthly Homeless Outreach Requests						
Jan	Feb	Mar	Apr	May	Jun	Jul
2	3	7	11	25	13	10

Many of these outreach attempts involved unhoused individuals who themselves, or through their belongings, obstructed access to public right of ways including: streets, sidewalks, crosswalks, driveways, bike lanes, and transit benches. Staff attributes the increase in the number of outreach requests to a variety of factors, with the most notable being the removal of large encampments in surrounding areas and the re-opening of the local economy.

To address the increase in the number of unhoused individuals in the City, including the impact to public right of ways, the Homeless Taskforce convened on March 25, 2021 to discuss potential solutions. Taskforce members ultimately directed staff to research options that allow the City to protect the public health, safety, welfare, property, and environment of citizens, while also considering the protection and preservation of health, safety, and welfare of the unhoused inhabitants of the City.

The Homeless Taskforce met again on July 16, 2021, ultimately recommending that the following approaches be considered by the entire City Council:

- 1. Enter into an agreement with a local homeless service provider to offer interim housing and other support services to individuals in Calabasas experiencing homelessness; AND**
- 2. Introduce an ordinance to establish the City’s ability to prevent individuals from camping, loitering, or blocking the public right of way at particular times and locations at or near youth-serving facilities, bus stops, critical infrastructure, and wildfire risk areas.**

This balanced and two-pronged strategy allows the City to preserve access to public right of ways and other critical infrastructure, while at the same linking Calabasas’ unhoused individuals with interim housing and much needed services.

DISCUSSION:

Interim Housing and Homeless Services Programs

The San Fernando Valley Community Mental Health Center, founded in 1970, is a private, non-profit agency dedicated to improving the mental health of individuals and families within the community. Primary emphasis is placed on providing services to children, adolescents and transitional age youth with serious emotional disorders, and services for adults and older adults with severe and persistent mental illness. The Center is committed to treating all consumers with dignity and enhancing their quality of life. The Center is proud to have been selected as a 2021 California Non-Profit of the Year by Assemblymember Adrin Nazarian.

The Center offers the following interim housing and homeless services programs:

I. Adult Full Service Partnership

Individuals receive a full range of recovery-oriented mental health and case management services designed to support wellness and increase community functioning.

II. Cornerstone Field Capable Clinical Services

Daytime drop-in center for homeless, mentally ill adults. The program provides mental health case management and assistance in daily living skills, light meals, clothing, laundry, shower facilities, lockers and mail service, and vocational and educational support services.

III. Project New Start

Transitional housing program with 30 beds for homeless, mentally ill individuals who may be dually diagnosed.

Staff proposes that the City enter into an agreement with San Fernando Valley Community Mental Health Center to provide interim housing and homeless support services. A formal Memorandum of Understanding (MOU) will be presented at the following City Council meeting.

"Right of Way" Ordinance

The City Attorney's Office has drafted an ordinance which would add Chapter 9.38 "Use of the Public Rights of Way and Protection of Schoolchildren, Bus Stops, Critical Infrastructure, and Wildfire Risk Areas" to the Calabasas Municipal Code.

As currently drafted, the ordinance bans camping, sitting, loitering, sleeping, and storing property on any street or sidewalk that blocks the public right of way by obstructing pedestrian or vehicular traffic.

The draft ordinance also has location-specific regulations. Camping is banned within ten feet of any bus stop, driveway, or fire hydrant. Camping is also banned within 250 feet of any youth-serving facility, which means schools, parks, libraries, and day-care facilities.

Camping is also banned within 250 feet of any school route or 50 feet from critical infrastructure, both of which will be identified by Resolution.

Camping is banned within 50 feet of any homeless shelter or safe parking/sleeping site. Lastly, camping is also banned in wildfire risk areas, in an attempt to protect the City from wildfires which result from human activities.

FISCAL IMPACT/SOURCE OF FUNDING:

The City is currently negotiating with non-profit homeless service providers to secure shelter beds and support services for its unhoused residents. A formal Memorandum of Understanding (MOU) will be presented at the following City Council meeting.

Enforcement of this ordinance is not expected to result in additional funding costs due to the City's contract with Los Angeles County Sheriff's Department.

REQUESTED ACTION:

That the City Council provide direction to staff in regards to the consideration of entering into an agreement for interim housing and support services to unhoused persons. That the City Council also consider the proposed ordinance and accompanying resolutions and litigation risk and direct City staff as to how to proceed.

ATTACHMENTS:

- A: City Council Ordinance No. 2021- (Right of Way Ordinance)
- B: City Council Resolution No. 2021- (Critical Infrastructure)
- C: City Council Resolution No. 2021- (School Routes)

**ITEM 11 ATTACHMENT A
ORDINANCE NO. 2021-394**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CALABASAS, CALIFORNIA, ADDING CALABASAS MUNICIPAL CODE CHAPTER 9.38 "USE OF THE PUBLIC RIGHTS OF WAY AND PROTECTION OF SCHOOLCHILDREN, BUS STOPS, CRITICAL INFRASTRUCTURE, AND WILDFIRE RISK AREAS."

WHEREAS, it is the obligation of the City to keep its public rights of way clean and available for public use, and to protect the public health, safety, and welfare and access by City constituents and personnel; and

WHEREAS, a principal threat to the public health, safety, and welfare is the potential destruction of, damage to, or interference with the public right-of-way that is critical to the provision of public services such as law enforcement, fire prevention, educational services, transportation, and utilities; and

WHEREAS, increased obstruction of public property obscures adverse and illegal activity from public view, contributes substantially to the accumulation of litter, clutter and visual blight, can interfere with pedestrian circulation, can obstruct or interfere with the lawful use of public spaces by the general public for their intended recreational uses, and inhibit the effective regulation and enforcement against illegal activities; and

WHEREAS, the City desires to establish its ability to prevent individuals from camping, loitering, or blocking the public right-of-way at particular times and locations in order to reduce the risk of interference with the provision of services and comply with the Americans with Disabilities Act of 1990; and

WHEREAS, youth are particularly endangered by persons camping, loitering, or blocking the public right-of-way, which can interfere with youth's ability to use the public right-of-way and increases the risk of vehicular accident by forcing youths onto the highway; and

WHEREAS, the City desires to protect minor children from these potentially deleterious effects and allow for the safe passage of youths to and from school; and

WHEREAS, the City has invested significant public resources in the development and maintenance of bus stops, including benches, and the City desires to deter the misuse of bus stops, which discourages and impedes others from using public transit; and

WHEREAS, destruction of, damage to, or interference with, critical infrastructure is often caused by persons whose activities are not permitted or authorized in, on, or near critical infrastructure; and

WHEREAS, wildfires are often caused by persons whose activities are not permitted or authorized in, on, or near wildfire risk areas; and

WHEREAS, the City must appropriately consider competing interests and formulate policy to best protect public health, safety, welfare, property, and the environment, with limited resources; and

WHEREAS, it is the purpose and intent of the City Council to provide standards for outdoor living which are intended to be as compatible as possible with the protection and preservation of health, safety, and welfare of the inhabitants of the City; and

WHEREAS, the City desires to continue to offer specialized services, and outreach programs to those who appear in need, or to those request service assistance; and

WHEREAS, the City desires to adopt an ordinance to establish its ability to prevent individuals from camping, loitering, or blocking the public right-of-way at particular times and locations at or near youth-serving facilities, bus stops, critical infrastructure, and wildfire risk areas.

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

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

SECTION 2. The City Council hereby finds and determines that there is no possibility the adoption of this ordinance will have a significant effect on the environment. Accordingly, under the provisions of § 15061(b)(3) and § 15378(b)(5) of Division 6 of Title 14 of the California Code of Regulations, the CEQA Guidelines, the adoption of this ordinance is not subject to the requirements of the California Environmental Quality Act.

SECTION 3. The City Council hereby adds Chapter 9.38 to the Calabasas Municipal Code to read as follows:

“9.38 – Protection of Schoolchildren, Bus Stops, Critical Infrastructure, and Wildfire Risk Areas

9.38.010 – Definition of Specialized Terms and Phrases.

“Bus stop” means any place where the City or other governmental entity has directed the placement of a sign designating a location where shuttle, trolley, bus service, or other form of public transit stop to service and transport passengers.

“Bus stop area” means the area at a bus stop occupying the entire width of the sidewalks that extends 20 feet before a bus stop sign or bus stop route sign, or, for bus stops furnished with shelter or shelters, the footprint of the shelters, and the entire width of the sidewalk that extends 10 feet before and 10 feet after the footprint of the shelter. The footprint of a shelter is defined by vertical plans, perpendicular to the ground, extending down from the outermost edges of the shelter overhang or roof.

“Camping” means to pitch or occupy camp facilities, to live temporarily or occupy a portion of property for living accommodation purposes, as exemplified by remaining for prolonged or repetitious periods of time with one’s personal possessions (including, but not limited to, clothing, sleeping bags, bed rolls, blankets, sheets, luggage, backpacks, kitchen utensils, cookware, and similar materials) sleeping or making preparations to sleep, storing personal belongings as above defined, or regularly cooking or consuming meals.

“Critical Infrastructure” means any real property or facility, whether privately or publicly owned, as designated by the City Council by resolution, that the City Council determines in its discretion is so vital and integral to the operation or functioning of the city that its damage, incapacity, disruption, or destruction would have a debilitating impact on the public health, safety, or welfare. Critical infrastructure may include, but is not limited to, government buildings, such as schools, fire stations, police stations, jails, or courthouses; hospitals; structures, such as antennas, bridges, roads, train tracks, drainage systems, or levees; or systems, such as computer networks, public utilities, electrical wires, natural gas pipes, telecommunication centers, or water sources.

“School Route” shall mean any public road that is significantly used for transportation to and from any public or private school. The City shall adopt a resolution and make publicly available a map of all designated school routes.

“Store” means to put aside or accumulate for use when needed, to put for safekeeping, to place or leave in a location.

“Wildfire risk area” has the same meaning as in California Code of Regulations, title 24, part 9, section 202.

“Youth-serving facility” means child day care facilities, preschools, public or private primary or secondary schools, Public Libraries, and City playgrounds and parks.

9.38.020 – Prohibition on Camping in Public Right-of-way.

A. No person shall camp, sit, lie, loiter, sleep, or store their belongings in or upon any public highway, green belt, median island, alley, sidewalk, crosswalk or other public place or way open for pedestrian or vehicular travel or appurtenant thereto:

(1) in such a manner that impedes passage, as provided by the Americans with Disabilities Act of 1990, Pub. L, No. 101-336, 104 Stat. 328 (1990), as amended from time to time; or

(2) in a manner that obstructs or unreasonably interferes with the use of the right-of-way; or

(3) in a manner that obstructs any portion of any street or other public right-of-way open to use by motor vehicles, or any portion of a bike lane, bike path, or other public right-of-way open to use by bicycles or pedestrians, by sitting, lying, or sleeping, or by storing, using, maintaining, or placing personal property, anywhere within the street, bike lane, bike path, or other public right-of-way; or

(4) in a manner that blocks or impedes access to City-owned or leased equipment or buildings, or impedes City staff from performance of inspection, maintenance, or repairs of City-owned property; or those portions of a right-of-way that are required by local, state, or federal law to be free of obstruction for first responders, including but not limited to members of law enforcement, fire agencies, or emergency-medical-services agencies.

B. The provisions of this section do not prohibit a person from sitting upon a public highway, green belt, median island, alley, sidewalk, crosswalk, or other public place if:

1. Temporarily necessitated by any disability of such person;

2. Such person is viewing a legally conducted parade or similar permitted temporary event; or

3. Such person is seated for less than one hour on a bench lawfully installed for such purpose; or

4. Such person is engaged in expressive activity.

C. Nothing in this chapter shall be construed as to prohibit camping in public campgrounds under a permit authorized by other provisions of law or ordinance.

9.38.030 – Location-Specific Regulations. The following provisions apply separately from the requirements of Section 9.38.030 of this Code.

- A. No person shall camp, lie, loiter, sleep, or store their belongings within ten feet near or in or upon any bus stop or bus stop area during the posted hours of bus service for more than a total of one hour during any given twelve-hour period.
- B. Subsection (A) does not apply to any person:
 - 1. Unable to comply with the direction of a law enforcement officer due to a medical condition or emergency;
 - 2. Engaged in expressive activity;
 - 3. Engaged in maintenance, repair, or construction activity on behalf of a governmental entity or a public utility; or
 - 4. Under the age of six years old who is lying down in a baby carriage, stroller, or carrier, or is lying down while being held or carried by a person who is not lying down.
- C. To limit traffic congestion and protect the safety of children traveling to and from and in and around youth-serving facilities from potential adverse safety impacts due, in part, to sidewalk congestion, no person shall camp, sit, lie, loiter, sleep, or store their belongings in or upon any public highway, bike path, pedestrian path, green belt, median island, alley, sidewalk, crosswalk, or other public place or way open for pedestrian or vehicular travel that is in or within two-hundred-fifty (250) feet of a school route during the period extending one hour before the start of classes and ending one hour after the end of classes.
- D. To protect the health and safety of schoolchildren, no person shall camp, sit, lie, loiter, sleep, or store their belongings in or upon any public highway, bike path, pedestrian path, green belt, median island, alley, sidewalk, crosswalk or other public place or way open for pedestrian or vehicular travel in or within two-hundred-fifty (250) feet of a youth-serving facility at any time.
- E. To prevent wildfires, no person shall camp, sit, lie, loiter, sleep, or store their belongings in or upon a wildfire risk area.
- F. No person shall camp, sit, lie, loiter, sleep, or store their belongings in or upon fifty (50) feet of critical infrastructure as defined by the City Council.
- G. To protect the health and safety of users of public transits, no person shall camp, lie, loiter, sleep, or store their belongings in or upon any method of public transportation that runs in the City. Violations of

the City's Public Transportation Rules and Regulations may be punished under Section 9.38.040 and result in being removed from public transportation.

- H. Nothing in this chapter is intended to prohibit or make unlawful the activities of an owner of private property or other lawful user of private property that are normally associated with and incidental to the lawful and authorized use of private property for residential or other purposes; and nothing is intended to prohibit or make unlawful the activities of a property owner or other lawful user if such activities are expressly authorized by the Code or other laws, ordinances, and regulations.
- I. No person shall camp, sit, lie, loiter, sleep, or store their belongings in or upon any public highway, bike path, pedestrian path, green belt, median island, alley, sidewalk, crosswalk, or other public place or way open for pedestrian or vehicular travel in any location in the City, if at the time of enforcement, there is available alternative shelter space.
- J. No person shall camp, sit, lie, loiter, sleep, or store their belongings within ten feet of any operation or utilizable driveway or loading dock.
- K. No person shall camp, sit, lie, loiter, sleep, or store their belongings within ten feet of any fire hydrant, fire plug, or other fire department connection.
- L. No person shall camp, sit, lie, loiter, sleep, or store their belongings within fifty (50) feet of a designated facility that provides shelter, safe sleeping, or safe parking to homeless persons, or that serves as a homeless services navigation center.
- M. No person shall camp, sit, lie, loiter, sleep, or store their belongings in or upon any public highway, bike path, pedestrian path, green belt, median island, alley, sidewalk, crosswalk, or other public place or way open for pedestrian or vehicular travel that has signage prohibiting such activities. The City Council may designate a section of the public right-of-way as prohibiting such activities under this section if a section of the right-of-way poses a particular and on-going threat to public health or safety. Such circumstances may include, but are not limited to: (i) the death or serious bodily injury of any person at the location due to a hazardous condition; (ii) repeated serious or violent crimes at the location; or (iii) the occurrence of fires that resulted in a fire department response to the location. For each such location, a prohibition pursuant to this subdivision shall be effective for a period of time specified in the resolution, but not to exceed one year.

9.38.040 – Summary Abatement

- A. In addition to any other lawful authority, any violation of section 9.38.020 or section 9.38.030 may be abated by the City or any law enforcement officer upon 24 hours of prior notice. Any violation of section 9.38.030 may be abated immediately by the City or any law enforcement officer without prior notice if the violation poses an imminent threat to public health or safety.
- B. Abatement pursuant to subsection A of this section may include, but is not limited to, removal of camp facilities, camp paraphernalia, personal property, garbage, hazardous waste, infectious waste, junk, or debris; and securing the perimeter of the property with fencing, gates, or barricades to prevent further occurrences of the nuisance activity.
- C. Regardless of the City's authority to conduct abatement pursuant to this section, every owner, occupant, or lessee of real property, and every holder of any interest in real property, is required to maintain the property in compliance with local, state, and federal law; and is liable for violations thereof.
- D. The cost of abatement, including all administrative costs of any action taken hereunder, may be assessed against the subject premises as a lien, made a personal obligation of the owner, or both, in accordance with procedures in Section 8.20.160.
- E. The abatement authority provided in this chapter shall be cumulative and in addition to any other procedures provided by the laws of the City or the State for the abatement of any of the conditions described in this chapter, and abatement pursuant to the provisions of this chapter shall not prejudice or affect any other action, civil or criminal, for the abatement of any such condition.

9.38.050 – Violation—Penalty.

- A. Every person violating any provision of this chapter is guilty of a misdemeanor, punishable, after lawful conviction, by a fine not exceeding one thousand dollars (\$1,000.00) or by imprisonment in the county jail for a period not exceeding six months, or by both such fine and imprisonment.
- B. Nothing in this chapter shall be construed to prevent a person from being prosecuted, convicted, or sentenced for a violation of any lesser or related city, state, or federal statutes which might impose different penalties.

9.38.060 – Ability-to-Pay Determination.

- A. Any fine issued under Section 9.38.050 will be accompanied with a notice of and instruction regarding the right to request an ability-to-pay determination.
- B. If the requestor is receiving public benefits under Government Code section 68632, subdivision (a), or has a monthly income which is 125 percent or less than the current poverty guidelines updated periodically in the Federal Register by the United States Department of Health and Human Services, the Public Works Director will limit the total amount of the requestor's administrative fine to 20 percent of the total and may:
 - 1. Allow the person to complete community service in lieu of paying the total administrative fine; or
 - 2. Waive the administrative fine; or
 - 3. Offer an alternative disposition.

SECTION 4. Severability Clause:

Should any section, clause, or provision of this Ordinance be declared by the Courts to be invalid, the same shall not affect the validity of the Ordinance as a whole, or parts thereof, other than the part so declared to be invalid.

SECTION 5. Effective Date:

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

SECTION 6. Certification:

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

PASSED, APPROVED AND ADOPTED this ____ day of _____, 2021.

James Bozajian, Mayor

ATTEST:

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

APPROVED AS TO FORM:

Matthew T. Summers
Colantuono, Highsmith & Whatley
City Attorney

**ITEM 11 ATTACHMENT B
RESOLUTION NO. 2021-1748**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
CALABASAS, CALIFORNIA, DESIGNATING CRITICAL
INFRASTRUCTURE,**

WHEREAS, the City faces significant wildfire risk to critical infrastructure due to its climate, topography, and other relevant factors, which necessitates the City be able to efficiently and timely respond to emergency situations; and

WHEREAS, destruction of, damage to, or interference with, critical infrastructure is often caused by persons whose activities are not permitted or authorized in, on, or near "critical infrastructure"; and

WHEREAS, the City desires to reduce wildfire risk to critical infrastructure and the community by both eliminating a significant potential source of fire risk on or within 50 feet of critical infrastructure, ensuring that such facilities are accessible and able to operate at all times by reducing activities that may hamper access to those spaces; and

WHEREAS, the City adopted Ordinance No. 2021-394, which establishes the City's ability to prevent individuals from camping, loitering, or blocking the public right-of-way within 50 feet of "critical infrastructure" in order to reduce wildfire risk to "critical infrastructure" and the community; and

WHEREAS, Ordinance No. 2021-394, requires the City to adopt a Resolution designating "critical infrastructure" which the City Council determines, in its sole discretion, is "so vital and integral to the operation or functioning of the city that its damage, incapacity, disruption, or destruction would have a debilitating impact on the public health, safety, or welfare"; and

WHEREAS, the Federal Cybersecurity and Infrastructure Security Agency ("CISA") defined 16 sectors of critical infrastructure, and has prepared a sector-specific plan for addressing potential risks related to each: (1) chemical; (2) commercial facilities; (3) communications; (4) critical manufacturing; (5) dams; (6) defense industrial base; (7) emergency services; (8) energy; (9) financial services; (10) food and agriculture; (11) government facilities; (12) healthcare and public health; (13) information technology; (14) nuclear reactors, materials, and waste; (15) transportation systems; (16) water and wastewater systems.

NOW, THEREFORE, the City Council of the City of Calabasas does hereby declare the following real property and facilities as critical infrastructure under Section 9.38.010 of the Calabasas Municipal Code.

1. Government building, including City Hall, schools, fire stations, police stations, jails, courthouses, and libraries.
2. Electric, sewer, wastewater and water utility facilities, including generation stations, transformers and substations.
3. Health facilities, as that term is defined in Health & Safety Code section 1250.
4. Bus stops, bus stations, train stations and train tracks.
5. Water sources and levees.
6. Bridges and roads designated by the City as Citywide evacuation routes.

SECTION 1. Recitals:

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

SECTION 3. Severability Clause:

Should any section, clause, or provision of this Resolution be declared by the Courts to be invalid, the same shall not affect the validity of the Resolution as a whole, or parts thereof, other than the part so declared to be invalid.

SECTION 3. Certification:

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

PASSED, APPROVED AND ADOPTED this 11th day of August 2021.

James R. Bozajian, Mayor

ATTEST:

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

APPROVED AS TO FORM:

Matthew T. Summers
Colantuono, Highsmith & Whatley
City Attorney

**ITEM 11 ATTACHMENT C
RESOLUTION NO. 2021-1749**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
CALABASAS, CALIFORNIA, ADOPTING A CITY MAP OF
DESIGNATED SCHOOL ROUTES.**

WHEREAS, it is the obligation of the City to keep its public rights-of-way clean and available for public use, and to protect the public health, safety, and welfare and access by City constituents; and

WHEREAS, youth are particularly endangered by persons camping, loitering, or blocking the public right-of-way, which can interfere with youth's ability to use the public right-of-way and increases the risk of vehicular accident by forcing youths onto the highway; and

WHEREAS, the City desires to protect minor children from these potentially deleterious effects and allow for the safe passage of youths to and from school; and

WHEREAS, the City adopted Ordinance No. 2021-394, which establishes the City's ability to prevent individuals from camping, loitering, or blocking the public right-of-way within 250 feet of a "school route"; and

WHEREAS, the City is required to adopt by Resolution and make publicly available a map of all designated "school routes".

NOW, THEREFORE, the City Council of the City of Calabasas does resolve as follows:

SECTION 1. Recitals:

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

SECTION 2. School Routes Map:

The Calabasas City Council hereby adopts the map of designated school routes in accordance with Ordinance No. 2021-394, attached as **Exhibit A**.

SECTION 3. Severability Clause:

Should any section, clause, or provision of this Resolution be declared by the Courts to be invalid, the same shall not affect the validity of the Resolution as a whole, or parts thereof, other than the part so declared to be invalid.

SECTION 4. Certification:

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

PASSED, APPROVED AND ADOPTED this 11th day of August 2021.

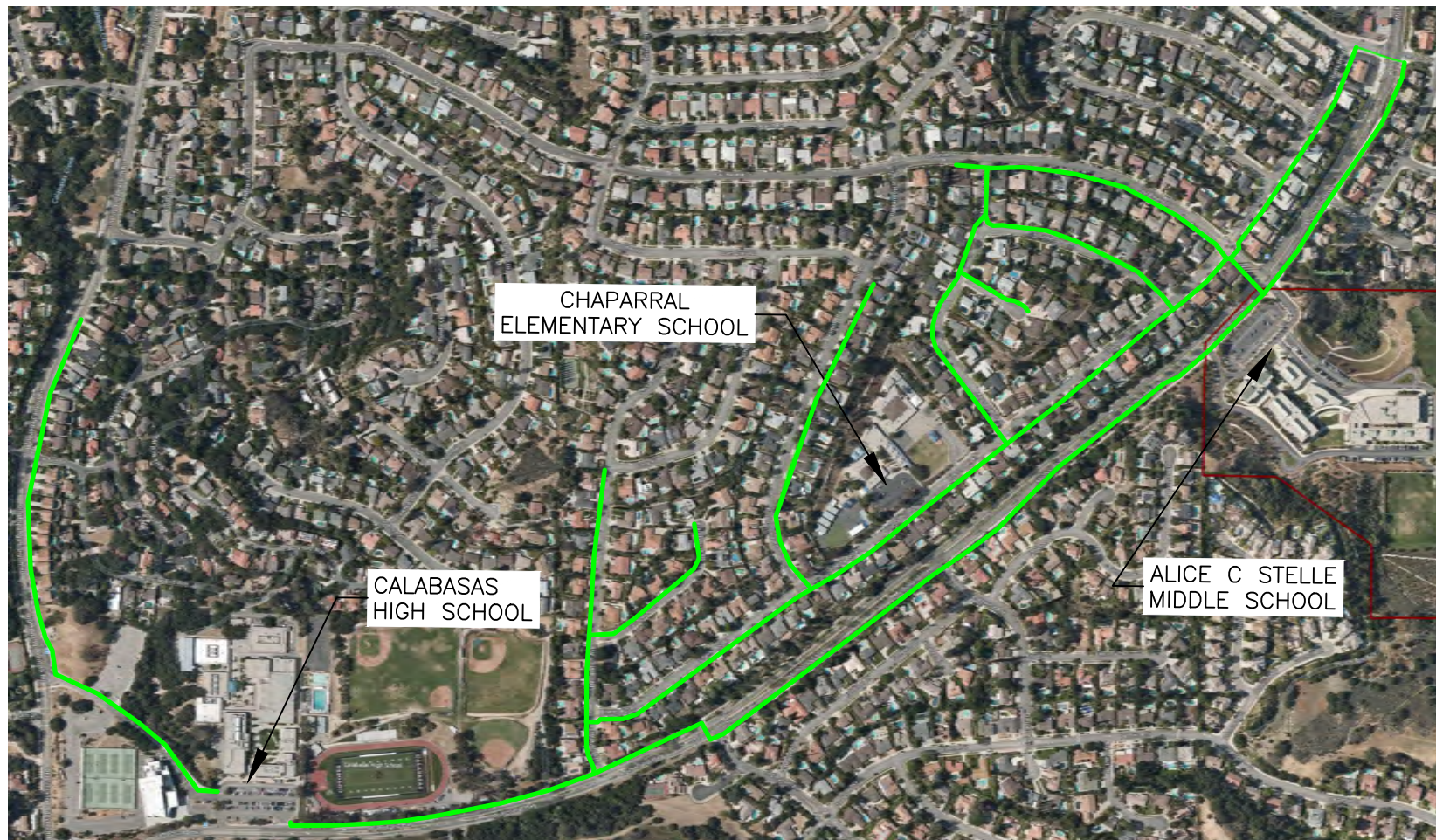
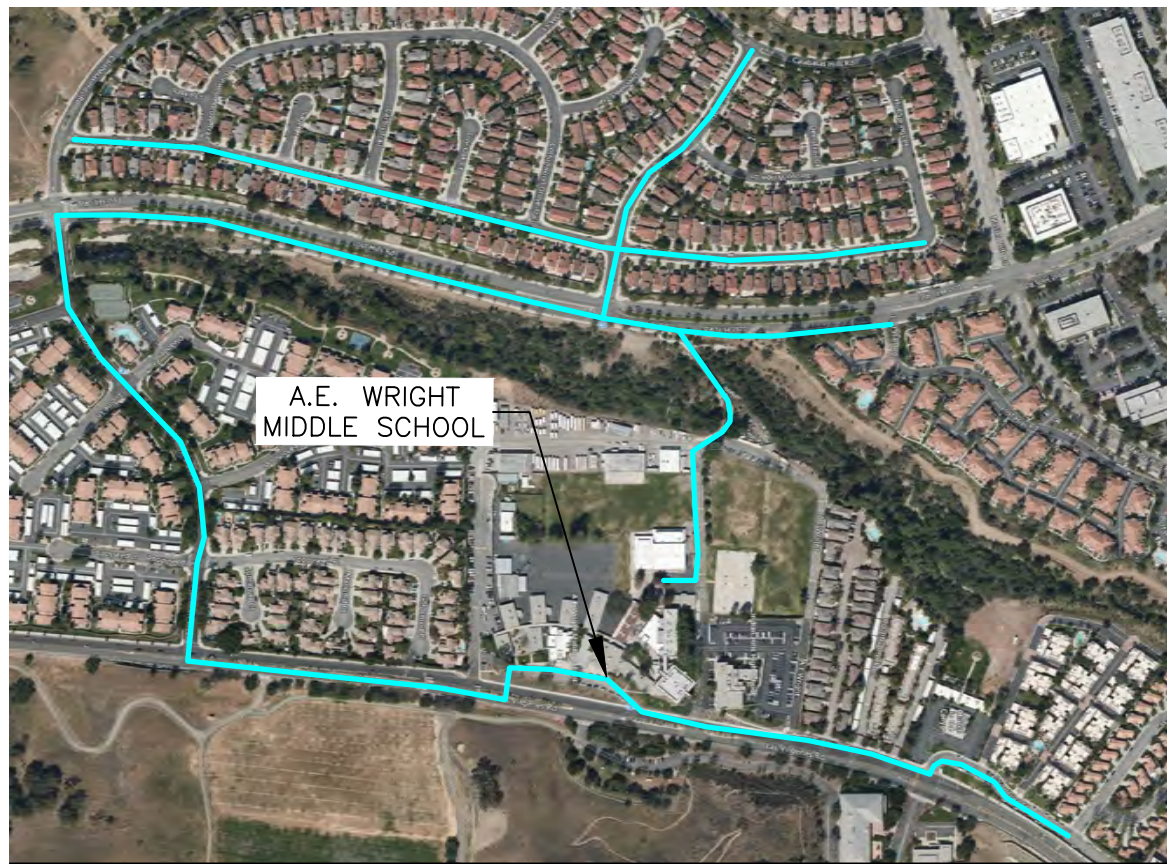
James R. Bozajian, Mayor

ATTEST:

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

APPROVED AS TO FORM:

Matthew T. Summers
Colantuono, Highsmith & Whatley
City Attorney



IDENTIFIED SCHOOL ROUTES

A.E. WRIGHT MIDDLE SCHOOL

- COLD SPRINGS DR
- LAS VIRGENES RD BETWEEN WILLOW GLEN ST AND MEADOW CREEK LN
- LOST HILLS RD BETWEEN MEADOW CREEK LN AND LOST HILLS RD
- LOST SPRINGS DR
- MEADOW CREEK LN
- WILLOW GLEN ST BETWEEN LAS VIRGENES RD AND WILLOW GLEN ST

BAY LAUREL ELEMENTARY SCHOOL

- PARKWAY CALABASAS BETWEEN CAMINO PORTAL AND PARK ENTRADA
- PASEO PRIMARIO
- PASEO ENTRADA BETWEEN PARKWAY CALABASAS AND TEDREGAL CT

LUPIN HILL ELEMENTARY SCHOOL

- ADAMOR RD BETWEEN PARKMOR RD AND EDENPARK DR
- BELBERT CIRCLE
- EDENPARK DR
- PARKMOR RD BETWEEN ALIZIA CANYON DR AND THOUSAND OAKS BLVD

CALABASAS HIGH SCHOOL, CHAPARRAL ELEMANTARY SCHOOL & A.C. STELLE MIDDLE SCHOOL

- BON HOMME RD BETWEEN TOWN CRIER RD AND LIBERTY BELL RD
- BRANDYWINE DR
- CHARLESTOWN DR
- FOUNDERS DR
- LIBERTY BELL RD BETWEEN FREEDOM DR AND DECLARATION AVE
- MAGNA CARTA RD
- MULHOLLAND HWY BETWEEN CALABASAS HIGH SCHOOL AND FREEDOM DR
- OLD TOPANGA CANYON RD BETWEEN WRENCREST DR AND CALABASAS HIGH SCHOOL DWY
- PAUL REVERE RD BETWEEN MAGNA CARTA RD AND MULHOLLAND HWY

MAP OF SCHOOL ROUTES



Check Register Report

Bank: BANK OF AMERICA - CITY OPERATING
 Reporting Period: 06/10/2021 to 07/28/2021

Date: 7/29/2021
 Time: 11:16:32AM
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Check No.	Check Date	Vendor Name	Check Description	Amount	Department
Administrative Services					
111190	7/6/2021	PECKHAM & MCKENNEY, INC.	EMPLOYMENT RECRUITER	8,333.33	Administrative Services
111307	7/21/2021	NETFILE, INC.	ANNUAL SUBSCRIPTION	3,700.00	Administrative Services
111269	7/14/2021	US BANK	VISA- NNA SERVICES	453.04	Administrative Services
111188	7/6/2021	MCA DIRECT	BINDERS	375.49	Administrative Services
111161	7/1/2021	MUNICIPAL CODE CORPORATION	ADMINISTRATIVE SUPPORT	350.00	Administrative Services
111269	7/14/2021	US BANK	VISA- LANDSEND	327.30	Administrative Services
111038	6/17/2021	US BANK	VISA- CYBERCOPY	200.04	Administrative Services
111038	6/17/2021	US BANK	VISA- COGNITO/INDEED	192.09	Administrative Services
111269	7/14/2021	US BANK	VISA- COGNITO/INDEED	100.00	Administrative Services
111275	7/20/2021	CRISP IMAGING	COPY/PRINTING SERVICE	66.31	Administrative Services
111073	6/23/2021	VALLEY NEWS GROUP	LEGAL ADVERTISING	45.00	Administrative Services
111269	7/14/2021	US BANK	VISA- AMAZON.COM	43.05	Administrative Services
111038	6/17/2021	US BANK	VISA- COGNITO/INDEED	40.00	Administrative Services
111269	7/14/2021	US BANK	VISA- COGNITO/INDEED	40.00	Administrative Services
111038	6/17/2021	US BANK	VISA- TARGET	37.72	Administrative Services
111038	6/17/2021	US BANK	VISA- AMAZON.COM	9.19	Administrative Services
111038	6/17/2021	US BANK	VISA- AMAZON.COM/APPLE.COM	6.99	Administrative Services
111269	7/14/2021	US BANK	VISA- APPLE.COM	6.99	Administrative Services
Total Amount for 18 Line Item(s) from Administrative Services				\$14,326.54	
Boards and Commissions					
111259	7/12/2021	WASHBURN/DENNIS//	PC MEETINGS 2/4/21-6/17/21	450.00	Boards and Commissions
111227	7/12/2021	HARRISON/MICHAEL//	PC MEETINGS 2/4/21-6/17/21	450.00	Boards and Commissions
111237	7/12/2021	LIA/ROBERT J.//	PC MEETINGS 2/4/21-6/17/21	450.00	Boards and Commissions
111241	7/12/2021	MUELLER/JOHN//	PC MEETINGS 2/4/21-6/17/21	400.00	Boards and Commissions
111239	7/12/2021	MILSTEIN/DANIEL//	PC MEETINGS 2/4/21-6/17/21	400.00	Boards and Commissions
111225	7/12/2021	FASSBERG/WENDY//	PC MEETINGS 2/4/21-6/17/21	350.00	Boards and Commissions
Total Amount for 6 Line Item(s) from Boards and Commissions				\$2,500.00	
City Attorney					
111317	7/27/2021	COLANTUONO, HIGHSMITH &	TNHC CANYON OAKS	49,765.73	City Attorney
111317	7/27/2021	COLANTUONO, HIGHSMITH &	GENERAL SERVICES	12,071.75	City Attorney
111317	7/27/2021	COLANTUONO, HIGHSMITH &	WESTIN	3,559.83	City Attorney
111174	7/6/2021	BURKE, WILLIAMS, SORENSEN, LLP	LEGAL SERVICES	704.00	City Attorney
111053	6/23/2021	HOPKINS & CARLEY	LEGAL SERVICES	532.00	City Attorney



Check Register Report

Bank: BANK OF AMERICA - CITY OPERATING

Reporting Period: 06/10/2021 to 07/28/2021

Date: 7/29/2021

Time: 11:17:17AM

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Check No.	Check Date	Vendor Name	Check Description	Amount	Department
111317	7/27/2021	COLANTUONO, HIGHSMITH &	ZEESMAN	440.00	City Attorney
111279	7/20/2021	HOPKINS & CARLEY	LEGAL SERVICES	308.00	City Attorney
111317	7/27/2021	COLANTUONO, HIGHSMITH &	LABOR & EMPLOYMENT	199.50	City Attorney
111317	7/27/2021	COLANTUONO, HIGHSMITH &	MISC SPECIAL COUNSEL PROJ	150.00	City Attorney
Total Amount for 9 Line Item(s) from City Attorney				\$67,730.81	

City Council

111164	7/1/2021	VALLEY ECONOMIC ALLIANCE/THE//	ANNUAL INVESTMENT SUPPORT	5,000.00	City Council
111205	7/7/2021	CALIFORNIA CONTRACT CITIES	ANNUAL DUES FY 21/22	3,600.00	City Council
111269	7/14/2021	US BANK	VISA- LCC	1,650.00	City Council
111160	7/1/2021	LEAGUE OF CALIFORNIA CITIES	MEMBERSHIP DUES FY 21/22	1,344.00	City Council
111269	7/14/2021	US BANK	VISA- CCCA	1,300.00	City Council
111088	6/30/2021	CALABASAS ROTARY CLUB	DONATION	1,214.00	City Council
111165	7/1/2021	VICA	MEMBERSHIP DUES FY 21/22	1,210.00	City Council
111269	7/14/2021	US BANK	VISA- CCCA/LCC	1,200.00	City Council
111137	6/30/2021	SANTA MONICA MOUNTAINS	DONATION	1,000.00	City Council
111038	6/17/2021	US BANK	VISA- FRESH BROTHERS/LA PAZ	564.22	City Council
111269	7/14/2021	US BANK	VISA- DOLLAR TREE/MICHAELS	550.77	City Council
111269	7/14/2021	US BANK	VISA- ROSTI TUSCAN KITCHEN	336.62	City Council
111038	6/17/2021	US BANK	VISA- PICK-UP STIX/PORTA VIA	214.62	City Council
111038	6/17/2021	US BANK	VISA- CALABASAS SELF STORAGE	199.00	City Council
111269	7/14/2021	US BANK	VISA- CALABASAS SELF STORAGE	199.00	City Council
111269	7/14/2021	US BANK	VISA- FURNSAJ BAKERY	167.41	City Council
111079	6/30/2021	AMERICAN CANCER SOCIETY	DONATION	150.00	City Council
111269	7/14/2021	US BANK	VISA- PPGF	105.50	City Council
111038	6/17/2021	US BANK	VISA- PICK-UP STIX/PORTA VIA	100.00	City Council
111089	6/30/2021	CALABASAS ROTARY CLUB	DONATION	100.00	City Council
111143	6/30/2021	SPECIAL OLYMPICS SOUTHERN	DONATION	100.00	City Council
111109	6/30/2021	HABITAT FOR HUMAN GREATER	DONATION	100.00	City Council
111087	6/30/2021	CALABASAS HIGH SCHOOL	DONATION	100.00	City Council
111086	6/30/2021	CALABASAS HIGH SCHOOL	DONATION	100.00	City Council
111146	6/30/2021	UNLIKELY HEROES	DONATION	100.00	City Council
111085	6/30/2021	CALABASAS HIGH SCHOOL	DONATION	100.00	City Council
111094	6/30/2021	CENTER FOR YOUTH PATRIOTISM	DONATION	100.00	City Council
111269	7/14/2021	US BANK	VISA- TRADER JOE'S	100.00	City Council
111184	7/6/2021	LANDS' END BUSINESS OUTFITTERS	BUSINESS ATTIRE W/ LOGO	97.23	City Council
111184	7/6/2021	LANDS' END BUSINESS OUTFITTERS	BUSINESS ATTIRE W/ LOGO	68.87	City Council



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111269	7/14/2021	US BANK	VISA- CORNER BAKERY	65.00	City Council
111269	7/14/2021	US BANK	VISA- AMAZON.COM	60.09	City Council
111147	6/30/2021	VALLEY ECONOMIC ALLIANCE/THE//	DONATION	50.00	City Council
111120	6/30/2021	LEONIS ADOBE MUSEUM	DONATION	50.00	City Council
111090	6/30/2021	CALABASAS- LAS VIRGENES	DONATION	50.00	City Council
111106	6/30/2021	FRIENDS OF THE CALABASAS/THE//	DONATION	50.00	City Council
111269	7/14/2021	US BANK	VISA- CALABASAS CHAMBERS	25.00	City Council
111038	6/17/2021	US BANK	VISA- L.A. TIMES	18.24	City Council
111269	7/14/2021	US BANK	VISA- LA TIMES	18.17	City Council
Total Amount for 39 Line Item(s) from City Council				\$21,557.74	

City Management

111269	7/14/2021	US BANK	VISA- LCC	550.00	City Management
111269	7/14/2021	US BANK	VISA- CORNER BAKERY	159.50	City Management
111269	7/14/2021	US BANK	VISA- FRESH BROTHERS	108.70	City Management
111038	6/17/2021	US BANK	VISA- COSTCO	44.94	City Management
111269	7/14/2021	US BANK	VISA- BEST BUY/WALMART	27.62	City Management
Total Amount for 5 Line Item(s) from City Management				\$890.76	

Civic Center O&M

111140	6/30/2021	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	7,575.51	Civic Center O&M
111140	6/30/2021	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	6,124.88	Civic Center O&M
111318	7/27/2021	HAYNES BUILDING SERVICES, LLC	JANITORIAL SERVICES	4,387.06	Civic Center O&M
111318	7/27/2021	HAYNES BUILDING SERVICES, LLC	JANITORIAL SERVICES	2,559.16	Civic Center O&M
111312	7/21/2021	SECURAL SECURITY CORP	SECURITY- NIGHTLY CIV CTR	1,907.86	Civic Center O&M
111312	7/21/2021	SECURAL SECURITY CORP	SECURITY- NIGHTLY CIV CTR	1,907.86	Civic Center O&M
111038	6/17/2021	US BANK	VISA- TRAVELWELD	1,900.00	Civic Center O&M
111285	7/20/2021	SECURAL SECURITY CORP	SECURITY- NIGHTLY CIV CTR	1,813.80	Civic Center O&M
111285	7/20/2021	SECURAL SECURITY CORP	SECURITY- NIGHTLY CIV CTR	1,813.80	Civic Center O&M
111099	6/30/2021	CLIMATEC BUILDING	HVAC SERVICES	1,482.56	Civic Center O&M
111099	6/30/2021	CLIMATEC BUILDING	HVAC SERVICES	1,482.55	Civic Center O&M
111036	6/16/2021	WAXIE SANITARY SUPPLY	JANITORIAL SERVICES	959.06	Civic Center O&M
111269	7/14/2021	US BANK	VISA- TRAVELWELD	757.00	Civic Center O&M
111036	6/16/2021	WAXIE SANITARY SUPPLY	JANITORIAL SERVICES	738.75	Civic Center O&M
111118	6/30/2021	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	641.59	Civic Center O&M
111211	7/7/2021	JOHNSON CONTROLS FIRE	SECURITY MONITORING	625.00	Civic Center O&M



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111056	6/23/2021	JOHNSON CONTROLS FIRE	SECURITY MONITORING	600.00	Civic Center O&M
111177	7/6/2021	CIRCULATING AIR, INC.	HVAC MAINTENANCE	580.50	Civic Center O&M
111177	7/6/2021	CIRCULATING AIR, INC.	HVAC MAINTENANCE	580.50	Civic Center O&M
111142	6/30/2021	SOUTHERN CALIFORNIA GAS CO	GAS SERVICE	541.20	Civic Center O&M
111269	7/14/2021	US BANK	VISA- TRAVELWELD	534.00	Civic Center O&M
111118	6/30/2021	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	518.74	Civic Center O&M
111138	6/30/2021	SECURAL SECURITY CORP	SECURITY- SERVICE CALLS	516.64	Civic Center O&M
111104	6/30/2021	EMERALD COAST PLANTSCAPES, INC	PLANT MAINTENANCE- CITY HALL	500.00	Civic Center O&M
111038	6/17/2021	US BANK	VISA- TRAVELWELD	500.00	Civic Center O&M
111142	6/30/2021	SOUTHERN CALIFORNIA GAS CO	GAS SERVICE	437.57	Civic Center O&M
111287	7/20/2021	SOUTHERN CALIFORNIA GAS CO	GAS SERVICE	402.52	Civic Center O&M
111287	7/20/2021	SOUTHERN CALIFORNIA GAS CO	GAS SERVICE	325.44	Civic Center O&M
111269	7/14/2021	US BANK	VISA- BEZIGN/RITE AID	322.06	Civic Center O&M
111104	6/30/2021	EMERALD COAST PLANTSCAPES, INC	PLANT MAINTENANCE- LIBRARY	250.00	Civic Center O&M
111104	6/30/2021	EMERALD COAST PLANTSCAPES, INC	PLANT MAINTENANCE- LIBRARY	250.00	Civic Center O&M
111010	6/16/2021	EMERALD COAST PLANTSCAPES, INC	PLANT MAINTENANCE- LIBRARY	250.00	Civic Center O&M
111182	7/6/2021	EMERALD COAST PLANTSCAPES, INC	PLANT MAINTENANCE- LIBRARY	250.00	Civic Center O&M
111177	7/6/2021	CIRCULATING AIR, INC.	HVAC MAINTENANCE	232.46	Civic Center O&M
111030	6/16/2021	SECURAL SECURITY CORP	PATROL CAR SERVICES- CIVIC CTR	192.32	Civic Center O&M
111030	6/16/2021	SECURAL SECURITY CORP	PATROL CAR SERVICES- CIVIC CTR	192.32	Civic Center O&M
111312	7/21/2021	SECURAL SECURITY CORP	PATROL CAR SERVICES- CIVIC CTR	192.32	Civic Center O&M
111312	7/21/2021	SECURAL SECURITY CORP	PATROL CAR SERVICES- CIVIC CTR	192.31	Civic Center O&M
111269	7/14/2021	US BANK	VISA- AMAZON.COM	171.04	Civic Center O&M
111038	6/17/2021	US BANK	VISA- HOME DEPOT/LOWES	157.34	Civic Center O&M
111038	6/17/2021	US BANK	VISA- HOME DEPOT/LOWES	139.70	Civic Center O&M
111269	7/14/2021	US BANK	VISA- AMTC	125.87	Civic Center O&M
111269	7/14/2021	US BANK	VISA- AMTC	125.87	Civic Center O&M
111016	6/16/2021	INNER-I ...SECURITY IN FOCUS	FEB-APR 2021 MONITORING- CITY	90.00	Civic Center O&M
111269	7/14/2021	US BANK	VISA- HOME DEPOT	79.54	Civic Center O&M
111269	7/14/2021	US BANK	VISA- HOME DEPOT	34.83	Civic Center O&M
111269	7/14/2021	US BANK	VISA- HANDY WASHROOM	18.85	Civic Center O&M
111038	6/17/2021	US BANK	VISA- WALMART/RITE AID/AMAZON	7.18	Civic Center O&M
Total Amount for 48 Line Item(s) from Civic Center O&M				\$45,987.56	

Community Development

111323	7/27/2021	M6 CONSULTING, INC.	PLAN CHECK SERVICES	35,067.24	Community Development
111191	7/6/2021	RINCON CONSULTANTS INC	PLANNING SERVICES	31,834.75	Community Development



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111059	6/23/2021	M6 CONSULTING, INC.	PLAN CHECK SERVICES	31,229.87	Community Development
111281	7/20/2021	KAREN WARNER ASSOCIATES	HOUSING CONSULTING SVCS	27,292.50	Community Development
111135	6/30/2021	RINCON CONSULTANTS INC	ENVIRONMENTAL CONSULTING	20,002.69	Community Development
111022	6/16/2021	M6 CONSULTING, INC.	INSPECTION SERVICES	17,612.84	Community Development
111022	6/16/2021	M6 CONSULTING, INC.	PERMIT SERVICES	15,125.00	Community Development
111004	6/16/2021	CALABASAS CREST LTD	R.A.P.- JUL 2021	7,350.00	Community Development
111292	7/21/2021	CALABASAS CREST LTD	R.A.P.- AUG 2021	7,350.00	Community Development
111180	7/6/2021	DELL MARKETING L.P.	MONITORS	4,110.40	Community Development
111224	7/12/2021	DELL MARKETING L.P.	MONITORS	3,425.33	Community Development
111102	6/30/2021	DAPEER, ROSENBLIT & LITVAK	LEGAL SERVICES	2,914.08	Community Development
111102	6/30/2021	DAPEER, ROSENBLIT & LITVAK	LEGAL SERVICES	2,894.77	Community Development
111102	6/30/2021	DAPEER, ROSENBLIT & LITVAK	LEGAL SERVICES	2,841.51	Community Development
111047	6/23/2021	CR PRINT	NOTICES	1,138.80	Community Development
111049	6/23/2021	DUDEK & ASSOCIATES INC	EIR CONSULTING	699.76	Community Development
111276	7/20/2021	DUDEK & ASSOCIATES INC	EIR CONSULTING	508.00	Community Development
111103	6/30/2021	DUDEK & ASSOCIATES INC	EIR CONSULTING	502.40	Community Development
111049	6/23/2021	DUDEK & ASSOCIATES INC	EIR CONSULTING	502.40	Community Development
111055	6/23/2021	J THAYER COMPANY, INC.	OFFICE SUPPLIES	412.30	Community Development
111038	6/17/2021	US BANK	VISA- APA	325.00	Community Development
111038	6/17/2021	US BANK	VISA- APA	325.00	Community Development
111048	6/23/2021	DEPARTMENT OF CONSUMER AFFAIRS	ARCHITECT LICENSE RENEWAL	300.00	Community Development
111276	7/20/2021	DUDEK & ASSOCIATES INC	EIR CONSULTING	300.00	Community Development
111073	6/23/2021	VALLEY NEWS GROUP	LEGAL ADVERTISING	255.00	Community Development
111011	6/16/2021	FLEYSHPMAN/ALBERT//	R.A.P.- JUL 2021	250.00	Community Development
111024	6/16/2021	MEDVETSKY/LINA//	R.A.P.- JUL 2021	250.00	Community Development
111009	6/16/2021	CUSATO/JUDITH//	R.A.P.- JUL 2021	250.00	Community Development
111021	6/16/2021	LEVY/ESTHER//	R.A.P.- JUL 2021	250.00	Community Development
111037	6/16/2021	YAZDINIAN/SUSAN//	R.A.P.- JUL 2021	250.00	Community Development
111023	6/16/2021	MCCUNE/SHANNON//	R.A.P.- JUL 2021	250.00	Community Development
111013	6/16/2021	HARWOOD/KIM//	R.A.P.- JUL 2021	250.00	Community Development
111025	6/16/2021	PLACENCIO/JOLENE//	R.A.P.- JUL 2021	250.00	Community Development
111297	7/21/2021	FLEYSHPMAN/ALBERT//	R.A.P.- AUG 2021	250.00	Community Development
111306	7/21/2021	MEDVETSKY/LINA//	R.A.P.- AUG 2021	250.00	Community Development
111295	7/21/2021	CUSATO/JUDITH//	R.A.P.- AUG 2021	250.00	Community Development
111304	7/21/2021	LEVY/ESTHER//	R.A.P.- AUG 2021	250.00	Community Development
111314	7/21/2021	YAZDINIAN/SUSAN//	R.A.P.- AUG 2021	250.00	Community Development
111305	7/21/2021	MCCUNE/SHANNON//	R.A.P.- AUG 2021	250.00	Community Development
111300	7/21/2021	HARWOOD/KIM//	R.A.P.- AUG 2021	250.00	Community Development



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111309	7/21/2021	PLACENCIO/JOLENE//	R.A.P.- AUG 2021	250.00	Community Development
111301	7/21/2021	INNER-I ...SECURITY IN FOCUS	CODE ENFORCEMENT SERVICES	240.00	Community Development
111038	6/17/2021	US BANK	VISA- COSTCO	175.19	Community Development
111269	7/14/2021	US BANK	VISA- STAPLES	107.29	Community Development
111101	6/30/2021	CYBERCOPY, INC.	COPY/PRINTING SERVICE	87.68	Community Development
111038	6/17/2021	US BANK	VISA- STAPLES	73.66	Community Development
111038	6/17/2021	US BANK	VISA- PLANTAG	58.90	Community Development
111051	6/23/2021	FLORES/RUBEN//	REIMBURSE MILEAGE	46.70	Community Development
111038	6/17/2021	US BANK	VISA- PLANETIZEN	24.95	Community Development
111269	7/14/2021	US BANK	VISA- PLANETIZEN	24.95	Community Development
111038	6/17/2021	US BANK	VISA- ZOOM.US	15.74	Community Development
111269	7/14/2021	US BANK	VISA- ZOOM.US	15.74	Community Development
111129	6/30/2021	PARKER/ELIZABETH//	REIMBURSE MILEAGE	12.38	Community Development
Total Amount for 53 Line Item(s) from Community Development				\$219,202.82	

Community Services

111204	7/7/2021	AGOURA HILLS,CALABASAS COM CTR	CONTRIBUTION FY 21/22	50,000.00	Community Services
111195	7/6/2021	THORNTON/JOHN PAUL//	RECREATION INSTRUCTOR	16,613.10	Community Services
111195	7/6/2021	THORNTON/JOHN PAUL//	RECREATION INSTRUCTOR	15,029.70	Community Services
111163	7/1/2021	PYRO SPECTACULARS INC	BALANCE- JULY 4TH FIREWORKS	12,500.00	Community Services
111296	7/21/2021	DSR AUDIO	SOUND/POWER- JULY 4TH	11,326.50	Community Services
111291	7/21/2021	A RENTAL CONNECTION	EQUIPMENT RENTAL - JULY 4TH	9,963.59	Community Services
111312	7/21/2021	SECURAL SECURITY CORP	SECURITY- JULY 4TH	9,285.72	Community Services
111050	6/23/2021	FACILITRON, INC.	FACILITY RENTAL	6,343.82	Community Services
111303	7/21/2021	LAS VIRGENES UNIFIED SCHOOL	JOINT USE AGREEMENT-AE WRIGHT	3,959.00	Community Services
111194	7/6/2021	SUPER SOCCER STARS	RECREATION INSTRUCTOR	3,279.93	Community Services
111149	6/30/2021	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- SCHL	3,279.01	Community Services
111296	7/21/2021	DSR AUDIO	SOUND/POWER- CONCERT	3,190.00	Community Services
111286	7/20/2021	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	2,872.04	Community Services
111266	7/13/2021	PHARIAS/MATT//	ENTERTAINMENT- CONCERTS	2,800.00	Community Services
111140	6/30/2021	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	2,417.71	Community Services
111119	6/30/2021	LAS VIRGENES UNIFIED SCHOOL	JOINT USE AGREEMENT-AE WRIGHT	1,979.50	Community Services
111144	6/30/2021	SWAN-MCDONALD/DEBORAH//	RECREATION INSTRUCTOR	1,953.00	Community Services
111312	7/21/2021	SECURAL SECURITY CORP	SECURITY- NIGHTLY CIV CTR	1,907.86	Community Services
111285	7/20/2021	SECURAL SECURITY CORP	SECURITY- NIGHTLY CIV CTR	1,813.80	Community Services
111065	6/23/2021	NICHOLSON/TRISSA//	RECREATION INSTRUCTOR	1,793.40	Community Services
111032	6/16/2021	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	1,609.89	Community Services



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11140	6/30/2021	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	1,543.21	Community Services
111029	6/16/2021	SCHRADER KOJELIS/ELEANOR//	RECREATION INSTRUCTOR	1,428.00	Community Services
111034	6/16/2021	SUPER SOCCER STARS	RECREATION INSTRUCTOR	1,197.00	Community Services
111262	7/13/2021	CALABASAS COYOTE CLUB	JULY 4TH VOLUNTEERS	1,100.00	Community Services
111263	7/13/2021	MCCORMICK AMBULANCE	AMBULANCE SERVICE	1,080.00	Community Services
111153	7/1/2021	ALLIANT INSURANCE SERVICES INC	SPECIAL EVENTS INS- JULY 4TH	1,003.00	Community Services
111036	6/16/2021	WAXIE SANITARY SUPPLY	JANITORIAL SERVICES	931.13	Community Services
111318	7/27/2021	HAYNES BUILDING SERVICES, LLC	JANITORIAL SERVICES	857.87	Community Services
111038	6/17/2021	US BANK	VISA- AIZEN FIRE	857.45	Community Services
111269	7/14/2021	US BANK	VISA- TARGET/AMAZON.COM	775.33	Community Services
111038	6/17/2021	US BANK	VISA- CALABASAS SELF STORAGE	748.00	Community Services
111269	7/14/2021	US BANK	VISA- CALABASAS SELF STORAGE	748.00	Community Services
111077	6/23/2021	WAXIE SANITARY SUPPLY	JANITORIAL SERVICES	701.02	Community Services
111028	6/16/2021	SANTA MARIA/NICHOLAS//	RECREATION INSTRUCTOR	693.00	Community Services
111038	6/17/2021	US BANK	VISA- AMAZON.COM/COSTCO	682.68	Community Services
111186	7/6/2021	LERMA/ANGEL//	RECREATION INSTRUCTOR	630.00	Community Services
111200	7/6/2021	WEINER/MARILYN//	RECREATION INSTRUCTOR	623.70	Community Services
111097	6/30/2021	CINTAS FIRE PROTECTION	ALARM MONITORING- SR CTR	615.00	Community Services
111173	7/6/2021	BLUM/ELIZABETH//	RECREATION INSTRUCTOR	598.50	Community Services
111062	6/23/2021	MONAHAN/ANN//	RECREATION INSTRUCTOR	597.80	Community Services
111069	6/23/2021	STEINMETZ/LISA//	RECREATION INSTRUCTOR	580.30	Community Services
111115	6/30/2021	KLOSSNER/JENNY//	RECREATION INSTRUCTOR	555.10	Community Services
111115	6/30/2021	KLOSSNER/JENNY//	RECREATION INSTRUCTOR	555.10	Community Services
111232	7/12/2021	ISLER/FLETCHER E.//	BASKETBALL OFFICIAL	540.00	Community Services
111269	7/14/2021	US BANK	VISA- WALMART/EBAY/AMAZON.COM	512.03	Community Services
111216	7/12/2021	ALLIANT INSURANCE SERVICES INC	SPECIAL EVENTS INS- DE ANZA	510.00	Community Services
111114	6/30/2021	KATZ/TRACY//	RECREATION INSTRUCTOR	504.00	Community Services
111075	6/23/2021	VERGUN/SHANNON JANNETTE//	RECREATION INSTRUCTOR	469.70	Community Services
111246	7/12/2021	SCHRADER KOJELIS/ELEANOR//	RECREATION INSTRUCTOR	455.00	Community Services
111038	6/17/2021	US BANK	VISA- AGOURA LOCK/DIY/FENCE	425.81	Community Services
111038	6/17/2021	US BANK	VISA- BACKDROPS BEAUTIFUL	424.13	Community Services
111038	6/17/2021	US BANK	VISA- COSTCO/SMART & FINAL	408.24	Community Services
111121	6/30/2021	LIPSON/ROBERT//	RECREATION INSTRUCTOR	399.00	Community Services
111269	7/14/2021	US BANK	VISA- AMAZON.COM/ALDI/T&Y	394.14	Community Services
111214	7/12/2021	ALAN-LEE/CRAIG//	BASKETBALL OFFICIAL	390.00	Community Services
111038	6/17/2021	US BANK	VISA- EVENTGROOVE	375.43	Community Services
111269	7/14/2021	US BANK	VISA- DIY/HOME DEPOT	368.10	Community Services
111080	6/30/2021	AT&T	TELEPHONE SERVICE	341.12	Community Services



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111269	7/14/2021	US BANK	VISA- SHELL OIL/7 ELEVEN	329.56	Community Services
111269	7/14/2021	US BANK	VISA- AGOURA LOCK/VISTA PAINT	329.12	Community Services
111038	6/17/2021	US BANK	VISA- 7 ELEVEN	323.65	Community Services
111131	6/30/2021	PAULIN-RIDGLEY/SYNTHIA//	RECREATION INSTRUCTOR	322.00	Community Services
111038	6/17/2021	US BANK	VISA- AMAZON.COM/TARGET	317.28	Community Services
111001	6/16/2021	BELSLEY/JAMES//	RECREATION INSTRUCTOR	308.00	Community Services
111038	6/17/2021	US BANK	VISA- FACEBOOK/CANVA	301.80	Community Services
111269	7/14/2021	US BANK	VISA- COSTCO/SPARKLETTES	300.21	Community Services
111283	7/20/2021	LITTLEJOHN COMMUNICATIONS INC	PAY PHONE SVC- APR-JUN 2021	300.00	Community Services
111269	7/14/2021	US BANK	VISA- NORTHRIDGE ICE CREAM	287.86	Community Services
111068	6/23/2021	SECURAL SECURITY CORP	PATROL CAR SERVICES- AHCCC	287.30	Community Services
111138	6/30/2021	SECURAL SECURITY CORP	PATROL CAR SERVICES- GRAPE	287.30	Community Services
111138	6/30/2021	SECURAL SECURITY CORP	PATROL CAR SERVICES- GATES	287.30	Community Services
111247	7/12/2021	SECURAL SECURITY CORP	PATROL CAR SERVICES- AHCCC	287.30	Community Services
111247	7/12/2021	SECURAL SECURITY CORP	PATROL CAR SERVICES- GRAPE	287.30	Community Services
111247	7/12/2021	SECURAL SECURITY CORP	PATROL CAR SERVICES- GATES	287.30	Community Services
111312	7/21/2021	SECURAL SECURITY CORP	PATROL CAR SERVICES- GATES	287.30	Community Services
111312	7/21/2021	SECURAL SECURITY CORP	PATROL CAR SERVICES- GRAPE	287.30	Community Services
111312	7/21/2021	SECURAL SECURITY CORP	PATROL CAR SERVICES- AHCCC	287.30	Community Services
111220	7/12/2021	BLOCK/GILLIAN//	BASKETBALL OFFICIAL	285.00	Community Services
111218	7/12/2021	BARRY KAY ENTERPRISES, INC.	BASKETBALL UNIFORMS	271.40	Community Services
111248	7/12/2021	SHAIFER/KEVIN//	BASKETBALL OFFICIAL	270.00	Community Services
111228	7/12/2021	HINES/LEONARDO//	BASKETBALL OFFICIAL	270.00	Community Services
111038	6/17/2021	US BANK	VISA- NCOA	250.00	Community Services
111038	6/17/2021	US BANK	VISA- MOTION PICTURE ECOMMERCE	224.94	Community Services
111002	6/16/2021	BLUM/ELIZABETH//	RECREATION INSTRUCTOR	221.20	Community Services
111075	6/23/2021	VERGUN/SHANNON JANNETTE//	RECREATION INSTRUCTOR	213.50	Community Services
111230	7/12/2021	IMBER/GIL//	BASKETBALL OFFICIAL	210.00	Community Services
111118	6/30/2021	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	204.77	Community Services
111138	6/30/2021	SECURAL SECURITY CORP	PATROL CAR SERVICES- SR CTR	201.09	Community Services
111285	7/20/2021	SECURAL SECURITY CORP	PATROL CAR SERVICES- SR CTR	201.09	Community Services
111312	7/21/2021	SECURAL SECURITY CORP	PATROL CAR SERVICES- SR CTR	201.09	Community Services
111312	7/21/2021	SECURAL SECURITY CORP	PATROL CAR SERVICES- CIVIC CTR	192.32	Community Services
111030	6/16/2021	SECURAL SECURITY CORP	PATROL CAR SERVICES- CIVIC CTR	192.31	Community Services
111277	7/20/2021	EMERALD COAST PLANTSCAPES, INC	PLANT MAINTENANCE- SR CTR	185.00	Community Services
111142	6/30/2021	SOUTHERN CALIFORNIA GAS CO	GAS SERVICE	172.73	Community Services
111138	6/30/2021	SECURAL SECURITY CORP	PATROL CAR SERVICES- DE ANZA	168.30	Community Services
111247	7/12/2021	SECURAL SECURITY CORP	PATROL CAR SERVICES- DE ANZA	168.30	Community Services



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111312	7/21/2021	SECURAL SECURITY CORP	PATROL CAR SERVICES- DE ANZA	168.30	Community Services
111145	6/30/2021	UNITED SITE SERVICES OF CA INC	PORTABLE TOILET RENTAL	165.18	Community Services
111145	6/30/2021	UNITED SITE SERVICES OF CA INC	PORTABLE TOILET RENTAL	165.18	Community Services
111145	6/30/2021	UNITED SITE SERVICES OF CA INC	PORTABLE TOILET RENTAL	165.18	Community Services
111145	6/30/2021	UNITED SITE SERVICES OF CA INC	PORTABLE TOILET RENTAL	165.18	Community Services
111145	6/30/2021	UNITED SITE SERVICES OF CA INC	PORTABLE TOILET RENTAL	165.18	Community Services
111145	6/30/2021	UNITED SITE SERVICES OF CA INC	PORTABLE TOILET RENTAL	165.18	Community Services
111145	6/30/2021	UNITED SITE SERVICES OF CA INC	PORTABLE TOILET RENTAL	165.18	Community Services
111256	7/12/2021	UNITED SITE SERVICES OF CA INC	PORTABLE TOILET RENTAL	165.18	Community Services
111269	7/14/2021	US BANK	VISA- EVENTGROOVE	163.89	Community Services
111077	6/23/2021	WAXIE SANITARY SUPPLY	JANITORIAL SERVICES	157.98	Community Services
111070	6/23/2021	TELLER/BARBARA//	RECREATION INSTRUCTOR	157.50	Community Services
111269	7/14/2021	US BANK	VISA- PHYS ED EQUIPMENT	156.00	Community Services
111222	7/12/2021	CLARK PEST CONTROL	PEST CONTROL SERVICES	150.00	Community Services
111222	7/12/2021	CLARK PEST CONTROL	PEST CONTROL SERVICES	150.00	Community Services
111038	6/17/2021	US BANK	VISA- TARGET/WALMART/AMAZON	148.39	Community Services
111269	7/14/2021	US BANK	VISA- ALBERTSONS/OTC BRANDS	147.63	Community Services
111287	7/20/2021	SOUTHERN CALIFORNIA GAS CO	GAS SERVICE	128.46	Community Services
111038	6/17/2021	US BANK	VISA- JEN'S SPLENDID ICE	120.00	Community Services
111249	7/12/2021	SIEDELMAN/LARRY//	BASKETBALL OFFICIAL	120.00	Community Services
111336	7/28/2021	INNER-I ...SECURITY IN FOCUS	SERVICE RESPONSE CALL	120.00	Community Services
111038	6/17/2021	US BANK	VISA- WALMART/RITE AID/AMAZON	119.88	Community Services
111219	7/12/2021	BELSLEY/JAMES//	RECREATION INSTRUCTOR	112.70	Community Services
111040	6/23/2021	AT&T	TELEPHONE SERVICE	111.63	Community Services
111271	7/20/2021	AT&T	TELEPHONE SERVICE	111.63	Community Services
111044	6/23/2021	CLARK PEST CONTROL	PEST CONTROL SERVICES	111.00	Community Services
111285	7/20/2021	SECURAL SECURITY CORP	ALARM RESPONSE- SR CTR	109.35	Community Services
111339	7/28/2021	MILSTEIN/MARC//	RECREATION INSTRUCTOR	107.10	Community Services
111269	7/14/2021	US BANK	VISA- Y2H/PICTURE HANG/LOWES	104.03	Community Services
111269	7/14/2021	US BANK	VISA- Y2H/PICTURE HANG/LOWES	101.00	Community Services
111038	6/17/2021	US BANK	VISA- GOPHER SPORT/INDEED	93.51	Community Services
111252	7/12/2021	SUMILANG/MICHAEL//	BASKETBALL OFFICIAL	90.00	Community Services
111244	7/12/2021	NEWT/BOBBY//	BASKETBALL OFFICIAL	90.00	Community Services
111038	6/17/2021	US BANK	VISA- HOME DEPOT/LOWES	87.21	Community Services
111247	7/12/2021	SECURAL SECURITY CORP	ALARM RESPONSE- CREEKSIDE	83.16	Community Services
111269	7/14/2021	US BANK	VISA- AMAZON.COM/ALDI/T&Y	74.87	Community Services
111269	7/14/2021	US BANK	VISA- BALNK/USA	71.61	Community Services
111269	7/14/2021	US BANK	VISA- AMAZON.COM	70.89	Community Services



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111269	7/14/2021	US BANK	VISA- SO CAL FLOWERS	69.98	Community Services
111269	7/14/2021	US BANK	VISA- HOME DEPOT	60.30	Community Services
111238	7/12/2021	MEKJIAN/HENRY//	BASKETBALL OFFICIAL	60.00	Community Services
111215	7/12/2021	ALLEN/HARVEY//	BASKETBALL OFFICIAL	60.00	Community Services
111233	7/12/2021	ISRAEL/BOB//	BASKETBALL OFFICIAL	60.00	Community Services
111038	6/17/2021	US BANK	VISA- STAPLES/MICHAELS	46.24	Community Services
111269	7/14/2021	US BANK	VISA- ALBERTSONS/OTC BRANDS	45.12	Community Services
111038	6/17/2021	US BANK	VISA- CONSTANT CONTACT	45.00	Community Services
111269	7/14/2021	US BANK	VISA- CONTANT CONTACT	45.00	Community Services
111038	6/17/2021	US BANK	VISA- AMAZON.COM	25.09	Community Services
111038	6/17/2021	US BANK	VISA- BIG 5 SPORTING GOODS	24.08	Community Services
111269	7/14/2021	US BANK	VISA- DIY/MICHAELS STORE	23.11	Community Services
111038	6/17/2021	US BANK	VISA- JUSTHOST	17.99	Community Services
111038	6/17/2021	US BANK	VISA- SPARKLETTES	5.98	Community Services
111269	7/14/2021	US BANK	VISA- TARGET/AMAZON.COM	-22.11	Community Services
111269	7/14/2021	US BANK	VISA- ALBERTSONS/OTC BRANDS	-48.72	Community Services

Total Amount for 151 Line Item(s) from Community Services

\$204,719.90

Finance

110999	6/16/2021	ADP, INC	PAYROLL PROCESSING	6,006.44	Finance
111270	7/20/2021	ADP, INC	PAYROLL PROCESSING	4,894.32	Finance
111126	6/30/2021	MUNISERVICES, LLC	UUT COMPLIANCE SERVICES	4,280.48	Finance
111014	6/16/2021	HINDERLITER DE LLAMAS ASSOC.	SALES TAX SERVICES	2,186.05	Finance
111038	6/17/2021	US BANK	VISA- AMAZON.COM	314.92	Finance
111003	6/16/2021	BRINK'S INCORPORATED	BANK SERVICE	204.10	Finance
111269	7/14/2021	US BANK	VISA- AMAZON.COM	198.15	Finance
111236	7/12/2021	LASERZONE INC	COPIER/PRINTER SUPPLIES	186.14	Finance
111038	6/17/2021	US BANK	VISA- COSTCO	91.96	Finance
111003	6/16/2021	BRINK'S INCORPORATED	BANK SERVICE	83.49	Finance

Total Amount for 10 Line Item(s) from Finance

\$18,446.05

Library

111158	7/1/2021	INNOVATIVE INTERFACES, INC	SOFTWARE MAINTENANCE	10,627.19	Library
111042	6/23/2021	BIBLIOTHECA, LLC	E-BOOKS	5,147.99	Library
111017	6/16/2021	INNOVATIVE INTERFACES, INC	SOFTWARE MAINTENANCE	5,000.00	Library
111083	6/30/2021	BIBLIOTHECA, LLC	E-BOOKS	4,476.79	Library



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111243	7/12/2021	NEARPOD INC.	FLOCABULARY LICENSE	2,600.00	Library
111272	7/20/2021	BIBLIOTHECA, LLC	E-BOOKS	2,262.57	Library
111017	6/16/2021	INNOVATIVE INTERFACES, INC	SOFTWARE MAINTENANCE	1,500.00	Library
111082	6/30/2021	BAKER & TAYLOR, LLC	BOOKS-LIBRARY	1,391.69	Library
111272	7/20/2021	BIBLIOTHECA, LLC	E-BOOKS	1,361.75	Library
111082	6/30/2021	BAKER & TAYLOR, LLC	BOOKS-LIBRARY	1,313.87	Library
111158	7/1/2021	INNOVATIVE INTERFACES, INC	SOFTWARE MAINTENANCE	889.30	Library
111308	7/21/2021	OCLC, INC.	MEMBERSHIP DUES- JUL 2021	775.69	Library
111066	6/23/2021	OCLC, INC.	MEMBERSHIP DUES- JUN 2021	760.48	Library
111280	7/20/2021	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	658.39	Library
111015	6/16/2021	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	574.95	Library
111132	6/30/2021	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- JUN 21	553.92	Library
111091	6/30/2021	CANON FINANCIAL SERVICES INC	CANON COPIER LEASES	486.33	Library
111091	6/30/2021	CANON FINANCIAL SERVICES INC	CANON COPIER LEASES	486.33	Library
111091	6/30/2021	CANON FINANCIAL SERVICES INC	CANON COPIER LEASES	486.33	Library
111091	6/30/2021	CANON FINANCIAL SERVICES INC	CANON COPIER LEASES	486.33	Library
111269	7/14/2021	US BANK	VISA- ADOBE	419.88	Library
111156	7/1/2021	COVENTRY/JAMIE//	SUMMER READING PROGRAM	400.00	Library
111267	7/13/2021	SEGAL/NATHANIEL//	SUMMER READING PROGRAM	375.00	Library
111171	7/6/2021	BARRY KAY ENTERPRISES, INC.	LIBRARY T-SHIRTS	335.34	Library
111111	6/30/2021	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	319.62	Library
111280	7/20/2021	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	277.16	Library
111271	7/20/2021	AT&T	TELEPHONE SERVICE	221.75	Library
111040	6/23/2021	AT&T	TELEPHONE SERVICE	221.61	Library
111091	6/30/2021	CANON FINANCIAL SERVICES INC	CANON COPIER LEASES	218.39	Library
111311	7/21/2021	SAVENATURE.ORG	SUMMER READING PROGRAM	200.00	Library
111269	7/14/2021	US BANK	VISA- RITE AID/KINGSLEY	190.91	Library
111261	7/13/2021	BCC	LIFE & DISABILITY INS- JUN 21	175.51	Library
111038	6/17/2021	US BANK	VISA- ZOOM.US/EB MIRA 2021	157.40	Library
111018	6/16/2021	J THAYER COMPANY, INC.	OFFICE SUPPLIES	143.49	Library
111172	7/6/2021	BLACKSTONE PUBLISHING	AUDIO BOOKS-LIBRARY	131.70	Library
111261	7/13/2021	BCC	LIFE & DISABILITY INS- JUN 21	129.27	Library
111218	7/12/2021	BARRY KAY ENTERPRISES, INC.	STAFF T-SHIRTS	125.94	Library
111132	6/30/2021	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- JUN 21	115.10	Library
111082	6/30/2021	BAKER & TAYLOR, LLC	BOOKS-LIBRARY	111.46	Library
111273	7/20/2021	BLACKSTONE PUBLISHING	AUDIO BOOKS-LIBRARY	107.09	Library
111038	6/17/2021	US BANK	VISA- AMAZON.COM/MICHAELS	102.64	Library
111280	7/20/2021	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	102.37	Library



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111269	7/14/2021	US BANK	VISA- AMAZON.COM	93.26	Library
111082	6/30/2021	BAKER & TAYLOR, LLC	BOOKS-LIBRARY	86.37	Library
111261	7/13/2021	BCC	LIFE & DISABILITY INS- JUN 21	84.63	Library
111008	6/16/2021	CR PRINT	SRP FLYERS	73.15	Library
111111	6/30/2021	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	65.52	Library
111015	6/16/2021	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	50.65	Library
111092	6/30/2021	CANON SOLUTIONS AMERICA, INC	COPIER SERVICE PROGRAM	48.65	Library
111084	6/30/2021	BLACKSTONE PUBLISHING	BOOKS-LIBRARY	44.60	Library
111269	7/14/2021	US BANK	VISA- AMAZON.COM	31.14	Library
111261	7/13/2021	BCC	LIFE & DISABILITY INS- JUN 21	31.09	Library
111082	6/30/2021	BAKER & TAYLOR, LLC	BOOKS-LIBRARY	29.70	Library
111038	6/17/2021	US BANK	VISA- ZOOM.US/EB MIRA 2021	28.16	Library
111269	7/14/2021	US BANK	VISA- DOLLAR TREE	26.38	Library
111000	6/16/2021	BAKER & TAYLOR, LLC	BOOKS-LIBRARY	25.57	Library
111082	6/30/2021	BAKER & TAYLOR, LLC	BOOKS-LIBRARY	18.87	Library
111038	6/17/2021	US BANK	VISA- AMAZON.COM	17.70	Library
111015	6/16/2021	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	16.38	Library
111092	6/30/2021	CANON SOLUTIONS AMERICA, INC	COPIER SERVICE PROGRAM	10.15	Library
111269	7/14/2021	US BANK	VISA- RITE AID/KINGSLEY	6.76	Library
111038	6/17/2021	US BANK	VISA- USPS	2.84	Library
Total Amount for 62 Line Item(s) from Library				\$47,213.10	

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111078	6/30/2021	ABSOLUTE	BRUSH CLEARANCE SERVICES	133,340.00	LMD #22
111078	6/30/2021	ABSOLUTE	BRUSH CLEARANCE SERVICES	73,134.88	LMD #22
111175	7/6/2021	CALABASAS PARK HOMEOWNERS ASSO	LANDSCAPE SERVICES	40,373.75	LMD #22
111078	6/30/2021	ABSOLUTE	BRUSH CLEARANCE SERVICES	39,560.00	LMD #22
111149	6/30/2021	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	27,852.00	LMD #22
111322	7/27/2021	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	19,677.55	LMD #22
111185	7/6/2021	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	17,067.48	LMD #22
111043	6/23/2021	CALABASAS PARK ESTATES	LANDSCAPE SERVICES	14,060.01	LMD #22
111322	7/27/2021	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	13,696.91	LMD #22
111185	7/6/2021	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	11,295.26	LMD #22
111185	7/6/2021	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	9,819.97	LMD #22
111043	6/23/2021	CALABASAS PARK ESTATES	LANDSCAPE SERVICES	9,590.00	LMD #22
111175	7/6/2021	CALABASAS PARK HOMEOWNERS ASSO	LANDSCAPE SERVICES	9,373.75	LMD #22
111330	7/27/2021	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	9,265.62	LMD #22



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111322	7/27/2021	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	8,840.88	LMD #22
111185	7/6/2021	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	8,454.68	LMD #22
111078	6/30/2021	ABSOLUTE	BRUSH CLEARANCE SERVICES	8,197.50	LMD #22
111185	7/6/2021	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	6,788.52	LMD #22
111067	6/23/2021	PACIFIC COAST FALCONRY INC.	BIRD CONTROL SERVICES	6,250.00	LMD #22
111041	6/23/2021	AZTECA LANDSCAPE	LANDSCAPE MAINTENANCE	5,820.93	LMD #22
111041	6/23/2021	AZTECA LANDSCAPE	LANDSCAPE MAINTENANCE	5,820.93	LMD #22
111217	7/12/2021	AZTECA LANDSCAPE	LANDSCAPE MAINTENANCE- OAK	5,820.93	LMD #22
111041	6/23/2021	AZTECA LANDSCAPE	LANDSCAPE MAINTENANCE	5,727.85	LMD #22
111185	7/6/2021	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	5,206.63	LMD #22
111185	7/6/2021	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	5,062.97	LMD #22
111067	6/23/2021	PACIFIC COAST FALCONRY INC.	BIRD CONTROL SERVICES	5,000.00	LMD #22
111326	7/27/2021	PACIFIC COAST FALCONRY INC.	BIRD CONTROL SERVICES	5,000.00	LMD #22
111020	6/16/2021	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	4,124.91	LMD #22
111185	7/6/2021	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	4,019.81	LMD #22
111257	7/12/2021	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	3,799.00	LMD #22
111149	6/30/2021	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	3,528.00	LMD #22
111149	6/30/2021	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	3,426.00	LMD #22
111074	6/23/2021	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	3,424.00	LMD #22
111185	7/6/2021	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	3,355.24	LMD #22
111078	6/30/2021	ABSOLUTE	BRUSH CLEARANCE SERVICES	3,347.50	LMD #22
111217	7/12/2021	AZTECA LANDSCAPE	LANDSCAPE MAINTENANCE- OAK	2,923.64	LMD #22
111198	7/6/2021	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	2,695.00	LMD #22
111149	6/30/2021	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	2,580.00	LMD #22
111185	7/6/2021	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	2,420.57	LMD #22
111330	7/27/2021	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	2,386.84	LMD #22
111330	7/27/2021	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	2,273.88	LMD #22
111185	7/6/2021	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	2,252.19	LMD #22
111170	7/6/2021	AZTECA LANDSCAPE	LANDSCAPE MAINTENANCE	2,250.00	LMD #22
111149	6/30/2021	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	2,145.00	LMD #22
111185	7/6/2021	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	1,938.25	LMD #22
111149	6/30/2021	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	1,884.00	LMD #22
111074	6/23/2021	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	1,864.00	LMD #22
111074	6/23/2021	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	1,623.00	LMD #22
111139	6/30/2021	SO-CAL PRESSURE WASH	PRESSURE WASHING	1,600.00	LMD #22
111139	6/30/2021	SO-CAL PRESSURE WASH	PRESSURE WASHING	1,600.00	LMD #22
111322	7/27/2021	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	1,576.93	LMD #22
111330	7/27/2021	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	1,526.34	LMD #22



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111257	7/12/2021	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	1,491.00	LMD #22
111330	7/27/2021	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	1,397.00	LMD #22
111149	6/30/2021	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	1,370.00	LMD #22
111322	7/27/2021	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	1,337.96	LMD #22
111149	6/30/2021	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	1,296.00	LMD #22
111185	7/6/2021	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	1,284.95	LMD #22
111149	6/30/2021	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	1,196.00	LMD #22
111257	7/12/2021	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	1,170.00	LMD #22
111149	6/30/2021	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	1,130.64	LMD #22
111322	7/27/2021	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	1,011.20	LMD #22
111074	6/23/2021	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	996.00	LMD #22
111330	7/27/2021	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	996.00	LMD #22
111330	7/27/2021	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	913.00	LMD #22
111322	7/27/2021	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	840.20	LMD #22
111185	7/6/2021	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	820.24	LMD #22
111330	7/27/2021	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	815.51	LMD #22
111149	6/30/2021	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	810.00	LMD #22
111330	7/27/2021	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	807.79	LMD #22
111149	6/30/2021	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	755.00	LMD #22
111074	6/23/2021	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	720.00	LMD #22
111330	7/27/2021	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	705.49	LMD #22
111322	7/27/2021	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	701.48	LMD #22
111330	7/27/2021	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	660.00	LMD #22
111149	6/30/2021	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	565.00	LMD #22
111149	6/30/2021	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	551.00	LMD #22
111149	6/30/2021	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	550.00	LMD #22
111330	7/27/2021	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	550.00	LMD #22
111032	6/16/2021	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	473.62	LMD #22
111330	7/27/2021	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	466.50	LMD #22
111020	6/16/2021	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	437.68	LMD #22
111149	6/30/2021	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	435.00	LMD #22
111149	6/30/2021	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	435.00	LMD #22
111250	7/12/2021	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	422.90	LMD #22
111286	7/20/2021	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	411.34	LMD #22
111330	7/27/2021	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	384.12	LMD #22
111330	7/27/2021	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	383.00	LMD #22
111185	7/6/2021	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	380.91	LMD #22
111322	7/27/2021	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	380.25	LMD #22



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111250	7/12/2021	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	365.20	LMD #22
111330	7/27/2021	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	363.47	LMD #22
111330	7/27/2021	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	346.15	LMD #22
111185	7/6/2021	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	344.79	LMD #22
111235	7/12/2021	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	307.42	LMD #22
111330	7/27/2021	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	277.36	LMD #22
111322	7/27/2021	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	257.16	LMD #22
111140	6/30/2021	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	255.62	LMD #22
111330	7/27/2021	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	235.11	LMD #22
111330	7/27/2021	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	232.29	LMD #22
111149	6/30/2021	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	221.00	LMD #22
111330	7/27/2021	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	221.00	LMD #22
111185	7/6/2021	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	208.61	LMD #22
111330	7/27/2021	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	202.15	LMD #22
111149	6/30/2021	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	159.56	LMD #22
111330	7/27/2021	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	159.56	LMD #22
111250	7/12/2021	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	142.03	LMD #22
111149	6/30/2021	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	141.00	LMD #22
111286	7/20/2021	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	135.41	LMD #22
111140	6/30/2021	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	129.50	LMD #22
111041	6/23/2021	AZTECA LANDSCAPE	LANDSCAPE MAINTENANCE	93.08	LMD #22
111330	7/27/2021	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	83.00	LMD #22
111041	6/23/2021	AZTECA LANDSCAPE	LANDSCAPE MAINTENANCE	66.60	LMD #22
111132	6/30/2021	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- JUN 21	64.89	LMD #22
111198	7/6/2021	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	58.00	LMD #22
111330	7/27/2021	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	58.00	LMD #22
111140	6/30/2021	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	50.12	LMD #22
111250	7/12/2021	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	44.95	LMD #22
111261	7/13/2021	BCC	LIFE & DISABILITY INS- JUN 21	31.82	LMD #22
111140	6/30/2021	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	30.30	LMD #22
111261	7/13/2021	BCC	LIFE & DISABILITY INS- JUN 21	22.12	LMD #22
111261	7/13/2021	BCC	LIFE & DISABILITY INS- JUN 21	15.35	LMD #22
111132	6/30/2021	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- JUN 21	12.56	LMD #22
111261	7/13/2021	BCC	LIFE & DISABILITY INS- JUN 21	5.32	LMD #22
Total Amount for 124 Line Item(s) from LMD #22				\$610,055.38	

LMD #24



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111166	7/6/2021	ABSOLUTE	BRUSH CLEARANCE SERVICES	18,763.96	LMD #24
111064	6/23/2021	NEWBURY PARK TREE SERVICE INC	TREE TRIMMING/REMOVAL SVCS	5,555.00	LMD #24
111170	7/6/2021	AZTECA LANDSCAPE	LANDSCAPE MAINTENANCE	3,770.00	LMD #24
111217	7/12/2021	AZTECA LANDSCAPE	LANDSCAPE MAINTENANCE	2,563.91	LMD #24
111322	7/27/2021	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	2,411.00	LMD #24
111193	7/6/2021	SO-CAL PRESSURE WASH	PRESSURE WASHING	2,400.00	LMD #24
111322	7/27/2021	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	2,157.65	LMD #24
111340	7/28/2021	NEWBURY PARK TREE SERVICE INC	TREE TRIMMING/REMOVAL SVCS	1,365.00	LMD #24
111340	7/28/2021	NEWBURY PARK TREE SERVICE INC	TREE TRIMMING/REMOVAL SVCS	1,365.00	LMD #24
111322	7/27/2021	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	1,219.33	LMD #24
111217	7/12/2021	AZTECA LANDSCAPE	LANDSCAPE MAINTENANCE	1,145.38	LMD #24
111217	7/12/2021	AZTECA LANDSCAPE	LANDSCAPE MAINTENANCE	1,022.64	LMD #24
111322	7/27/2021	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	994.33	LMD #24
111217	7/12/2021	AZTECA LANDSCAPE	LANDSCAPE MAINTENANCE	970.05	LMD #24
111217	7/12/2021	AZTECA LANDSCAPE	LANDSCAPE MAINTENANCE	818.25	LMD #24
111322	7/27/2021	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	736.63	LMD #24
111217	7/12/2021	AZTECA LANDSCAPE	LANDSCAPE MAINTENANCE	575.00	LMD #24
111340	7/28/2021	NEWBURY PARK TREE SERVICE INC	TREE TRIMMING/REMOVAL SVCS	550.00	LMD #24
111020	6/16/2021	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	529.56	LMD #24
111322	7/27/2021	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	506.96	LMD #24
111217	7/12/2021	AZTECA LANDSCAPE	LANDSCAPE MAINTENANCE	475.00	LMD #24
111322	7/27/2021	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	403.93	LMD #24
111217	7/12/2021	AZTECA LANDSCAPE	LANDSCAPE MAINTENANCE	350.00	LMD #24
111322	7/27/2021	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	343.76	LMD #24
111020	6/16/2021	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	336.92	LMD #24
111020	6/16/2021	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	296.64	LMD #24
111322	7/27/2021	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	240.90	LMD #24
111020	6/16/2021	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	232.06	LMD #24
111217	7/12/2021	AZTECA LANDSCAPE	LANDSCAPE MAINTENANCE	219.14	LMD #24
111217	7/12/2021	AZTECA LANDSCAPE	LANDSCAPE MAINTENANCE	219.14	LMD #24
111322	7/27/2021	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	205.53	LMD #24
111140	6/30/2021	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	202.69	LMD #24
111217	7/12/2021	AZTECA LANDSCAPE	LANDSCAPE MAINTENANCE	200.00	LMD #24
111217	7/12/2021	AZTECA LANDSCAPE	LANDSCAPE MAINTENANCE	146.09	LMD #24
111041	6/23/2021	AZTECA LANDSCAPE	LANDSCAPE MAINTENANCE	133.00	LMD #24
111316	7/27/2021	AZTECA LANDSCAPE	LANDSCAPE MAINTENANCE	133.00	LMD #24
111217	7/12/2021	AZTECA LANDSCAPE	LANDSCAPE MAINTENANCE	125.00	LMD #24
111217	7/12/2021	AZTECA LANDSCAPE	LANDSCAPE MAINTENANCE	125.00	LMD #24



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111041	6/23/2021	AZTECA LANDSCAPE	LANDSCAPE MAINTENANCE	117.00	LMD #24
111316	7/27/2021	AZTECA LANDSCAPE	LANDSCAPE MAINTENANCE	117.00	LMD #24
111132	6/30/2021	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- JUN 21	20.30	LMD #24
111261	7/13/2021	BCC	LIFE & DISABILITY INS- JUN 21	9.95	LMD #24
111261	7/13/2021	BCC	LIFE & DISABILITY INS- JUN 21	6.83	LMD #24
111261	7/13/2021	BCC	LIFE & DISABILITY INS- JUN 21	4.80	LMD #24
111132	6/30/2021	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- JUN 21	3.95	LMD #24
111261	7/13/2021	BCC	LIFE & DISABILITY INS- JUN 21	1.64	LMD #24
Total Amount for 46 Line Item(s) from LMD #24				\$54,088.92	
<u>LMD #27</u>					
111240	7/12/2021	MONT CALABASAS ASSOCIATION	LANDSCAPE SERVICES	55,846.00	LMD #27
111125	6/30/2021	MONT CALABASAS ASSOCIATION	LANDSCAPE SERVICES	14,765.00	LMD #27
111125	6/30/2021	MONT CALABASAS ASSOCIATION	LANDSCAPE SERVICES	6,795.00	LMD #27
111240	7/12/2021	MONT CALABASAS ASSOCIATION	LANDSCAPE SERVICES	6,205.00	LMD #27
111217	7/12/2021	AZTECA LANDSCAPE	LANDSCAPE MAINTENANCE	1,457.63	LMD #27
111250	7/12/2021	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	16.70	LMD #27
111132	6/30/2021	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- JUN 21	6.37	LMD #27
111261	7/13/2021	BCC	LIFE & DISABILITY INS- JUN 21	3.13	LMD #27
111261	7/13/2021	BCC	LIFE & DISABILITY INS- JUN 21	2.18	LMD #27
111261	7/13/2021	BCC	LIFE & DISABILITY INS- JUN 21	1.51	LMD #27
111132	6/30/2021	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- JUN 21	1.23	LMD #27
111261	7/13/2021	BCC	LIFE & DISABILITY INS- JUN 21	0.53	LMD #27
Total Amount for 12 Line Item(s) from LMD #27				\$85,100.28	
<u>LMD #32</u>					
111322	7/27/2021	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	1,609.63	LMD #32
111235	7/12/2021	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	1,467.91	LMD #32
111217	7/12/2021	AZTECA LANDSCAPE	LANDSCAPE MAINTENANCE	925.00	LMD #32
111020	6/16/2021	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	570.75	LMD #32
111217	7/12/2021	AZTECA LANDSCAPE	LANDSCAPE MAINTENANCE	275.00	LMD #32
111217	7/12/2021	AZTECA LANDSCAPE	LANDSCAPE MAINTENANCE	200.00	LMD #32
111185	7/6/2021	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	46.13	LMD #32
111140	6/30/2021	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	15.51	LMD #32
111250	7/12/2021	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	14.62	LMD #32
111132	6/30/2021	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- JUN 21	1.19	LMD #32



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111261	7/13/2021	BCC	LIFE & DISABILITY INS- JUN 21	0.57	LMD #32
111261	7/13/2021	BCC	LIFE & DISABILITY INS- JUN 21	0.28	LMD #32
111261	7/13/2021	BCC	LIFE & DISABILITY INS- JUN 21	0.28	LMD #32
111132	6/30/2021	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- JUN 21	0.26	LMD #32
111261	7/13/2021	BCC	LIFE & DISABILITY INS- JUN 21	0.07	LMD #32
Total Amount for 15 Line Item(s) from LMD #32				\$5,127.20	

LMD 22 - Common Benefit Area

111322	7/27/2021	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	32,211.71	LMD 22 - Common Benefit Area
111235	7/12/2021	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	24,084.68	LMD 22 - Common Benefit Area
111185	7/6/2021	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	13,690.32	LMD 22 - Common Benefit Area
111060	6/23/2021	MARINE BIOCHEMIST	LAKE MAINTENANCE	11,730.00	LMD 22 - Common Benefit Area
111187	7/6/2021	MARINE BIOCHEMIST	LAKE MAINTENANCE	11,730.00	LMD 22 - Common Benefit Area
111198	7/6/2021	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	10,046.05	LMD 22 - Common Benefit Area
111198	7/6/2021	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	10,046.05	LMD 22 - Common Benefit Area
111020	6/16/2021	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	9,915.48	LMD 22 - Common Benefit Area
111322	7/27/2021	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	9,909.14	LMD 22 - Common Benefit Area
111020	6/16/2021	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	8,758.47	LMD 22 - Common Benefit Area
111020	6/16/2021	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	7,601.29	LMD 22 - Common Benefit Area
111235	7/12/2021	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	6,555.81	LMD 22 - Common Benefit Area
111322	7/27/2021	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	6,419.14	LMD 22 - Common Benefit Area
111235	7/12/2021	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	6,069.67	LMD 22 - Common Benefit Area
111168	7/6/2021	AMERICAN HERITAGE LANDSCAPE LP	LANDSCAPE MAINTENANCE	5,613.46	LMD 22 - Common Benefit Area
111257	7/12/2021	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	5,135.00	LMD 22 - Common Benefit Area
111198	7/6/2021	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	5,023.01	LMD 22 - Common Benefit Area
111168	7/6/2021	AMERICAN HERITAGE LANDSCAPE LP	LANDSCAPE MAINTENANCE	4,662.50	LMD 22 - Common Benefit Area
111168	7/6/2021	AMERICAN HERITAGE LANDSCAPE LP	LANDSCAPE MAINTENANCE	4,125.08	LMD 22 - Common Benefit Area
111020	6/16/2021	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	3,580.70	LMD 22 - Common Benefit Area
111330	7/27/2021	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	2,627.00	LMD 22 - Common Benefit Area
111168	7/6/2021	AMERICAN HERITAGE LANDSCAPE LP	LANDSCAPE MAINTENANCE	2,459.00	LMD 22 - Common Benefit Area
111330	7/27/2021	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	2,119.05	LMD 22 - Common Benefit Area
111020	6/16/2021	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	1,866.07	LMD 22 - Common Benefit Area
111257	7/12/2021	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	1,400.00	LMD 22 - Common Benefit Area
111288	7/20/2021	STEVE'S PLUMBING & GENERAL	GENERAL CONTRACTING SVCS	1,265.00	LMD 22 - Common Benefit Area
111020	6/16/2021	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	1,111.39	LMD 22 - Common Benefit Area
111330	7/27/2021	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	770.00	LMD 22 - Common Benefit Area
111257	7/12/2021	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	734.50	LMD 22 - Common Benefit Area



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111257	7/12/2021	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	734.50	LMD 22 - Common Benefit Area
111185	7/6/2021	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	657.91	LMD 22 - Common Benefit Area
111322	7/27/2021	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	583.37	LMD 22 - Common Benefit Area
111325	7/27/2021	NEWBURY PARK TREE SERVICE INC	TREE TRIMMING/REMOVAL SVCS	490.00	LMD 22 - Common Benefit Area
111330	7/27/2021	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	490.00	LMD 22 - Common Benefit Area
111330	7/27/2021	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	466.50	LMD 22 - Common Benefit Area
111330	7/27/2021	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	466.50	LMD 22 - Common Benefit Area
111330	7/27/2021	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	466.50	LMD 22 - Common Benefit Area
111250	7/12/2021	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	440.81	LMD 22 - Common Benefit Area
111330	7/27/2021	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	406.98	LMD 22 - Common Benefit Area
111330	7/27/2021	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	340.00	LMD 22 - Common Benefit Area
111250	7/12/2021	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	287.08	LMD 22 - Common Benefit Area
111257	7/12/2021	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	210.75	LMD 22 - Common Benefit Area
111330	7/27/2021	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	190.00	LMD 22 - Common Benefit Area
111038	6/17/2021	US BANK	VISA- RAINMASTER	179.40	LMD 22 - Common Benefit Area
111235	7/12/2021	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	101.70	LMD 22 - Common Benefit Area
111038	6/17/2021	US BANK	VISA- RAINMASTER	59.80	LMD 22 - Common Benefit Area
111038	6/17/2021	US BANK	VISA- RAINMASTER	59.80	LMD 22 - Common Benefit Area
111132	6/30/2021	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- JUN 21	53.87	LMD 22 - Common Benefit Area
111020	6/16/2021	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	43.56	LMD 22 - Common Benefit Area
111330	7/27/2021	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	42.29	LMD 22 - Common Benefit Area
111140	6/30/2021	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	31.75	LMD 22 - Common Benefit Area
111261	7/13/2021	BCC	LIFE & DISABILITY INS- JUN 21	26.26	LMD 22 - Common Benefit Area
111261	7/13/2021	BCC	LIFE & DISABILITY INS- JUN 21	17.47	LMD 22 - Common Benefit Area
111140	6/30/2021	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	15.31	LMD 22 - Common Benefit Area
111261	7/13/2021	BCC	LIFE & DISABILITY INS- JUN 21	12.67	LMD 22 - Common Benefit Area
111132	6/30/2021	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- JUN 21	10.88	LMD 22 - Common Benefit Area
111261	7/13/2021	BCC	LIFE & DISABILITY INS- JUN 21	4.20	LMD 22 - Common Benefit Area
Total Amount for 57 Line Item(s) from LMD 22 - Common Benefit Area				\$218,149.43	

Media Operations

111209	7/7/2021	GRANICUS INC.	YEARLY STREAMING (#2)	15,729.56	Media Operations
111268	7/13/2021	TREDENT DATA SYSTEMS, INC.	ANNUAL MAINTENANCE	9,263.75	Media Operations
111212	7/7/2021	KNOWBE4, INC.	SECURITY TRAINING	7,437.00	Media Operations
111157	7/1/2021	GRANICUS INC.	WEB ARCHIVING SERVICE	7,245.00	Media Operations
111258	7/12/2021	VERIZON WIRELESS	TELEPHONE SERVICE	7,048.53	Media Operations
111038	6/17/2021	US BANK	VISA- AMAZON.COM	2,055.71	Media Operations



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111253	7/12/2021	TIME WARNER CABLE	CABLE MODEM- CITY HALL	1,615.00	Media Operations
111269	7/14/2021	US BANK	VISA- AMAZON.COM	1,244.58	Media Operations
111169	7/6/2021	AT&T	TELEPHONE SERVICE	1,145.87	Media Operations
111127	6/30/2021	NATIONAL CAPTIONING INSTITUTE	CLOSED CAPTIONING SVCS	987.00	Media Operations
111038	6/17/2021	US BANK	VISA- SCAN-NATOA	750.00	Media Operations
111208	7/7/2021	FUSION CLOUD COMPANY	DSL SERVICE	607.67	Media Operations
111038	6/17/2021	US BANK	VISA- ZOOM.US	587.90	Media Operations
111269	7/14/2021	US BANK	VISA- ZOOM.US	587.90	Media Operations
111038	6/17/2021	US BANK	VISA- NATOA	530.00	Media Operations
111196	7/6/2021	TIME WARNER CABLE	CABLE MODEM- CITY HALL	506.20	Media Operations
111231	7/12/2021	INSIGHT PUBLIC SECTOR, INC.	PRINTER	458.28	Media Operations
111269	7/14/2021	US BANK	VISA- APPLE.COM	399.97	Media Operations
111038	6/17/2021	US BANK	VISA- AMAZON.COM	329.33	Media Operations
111284	7/20/2021	NATIONAL CAPTIONING INSTITUTE	CLOSED CAPTIONING SVCS	294.00	Media Operations
111196	7/6/2021	TIME WARNER CABLE	CABLE MODEM- CITY HALL	289.98	Media Operations
111269	7/14/2021	US BANK	VISA- DELL CORP	254.85	Media Operations
111169	7/6/2021	AT&T	TELEPHONE SERVICE	166.16	Media Operations
111269	7/14/2021	US BANK	VISA- MISAC	130.00	Media Operations
111290	7/20/2021	YIN/TONG//	REIMBURSE- WEBCAM	119.05	Media Operations
111012	6/16/2021	GRACENOTE MEDIA SERVICES	CTV GUIDE LISTING	109.04	Media Operations
111299	7/21/2021	GRACENOTE MEDIA SERVICES	CTV GUIDE LISTING	109.04	Media Operations
111095	6/30/2021	CHARTER COMMUNICATIONS	CABLE MODEM- CITY HALL	100.31	Media Operations
111269	7/14/2021	US BANK	VISA- NATOA	95.00	Media Operations
111081	6/30/2021	AT&T MOBILITY	TELEPHONE SERVICE	48.24	Media Operations
111038	6/17/2021	US BANK	VISA- DELL CORP	39.00	Media Operations
111038	6/17/2021	US BANK	VISA- MICROSOFT	25.00	Media Operations
111269	7/14/2021	US BANK	VISA- MICROSOFT/NETWK SOLUTION	25.00	Media Operations
111269	7/14/2021	US BANK	VISA- AMAZON.COM	23.52	Media Operations
111269	7/14/2021	US BANK	VISA- MICROSOFT/NETWK SOLUTION	1.99	Media Operations
Total Amount for 35 Line Item(s) from Media Operations				\$60,359.43	

Non-Departmental - Finance

111154	7/1/2021	CALIFORNIA JPIA	CITY INSURANCE FY 21/22	646,235.00	Non-Departmental - Finance
111154	7/1/2021	CALIFORNIA JPIA	CITY INSURANCE FY 21/22	252,549.00	Non-Departmental - Finance
111155	7/1/2021	CALIFORNIA JPIA	ALL RISK PROPERTY INSURANCE	100,378.00	Non-Departmental - Finance
111278	7/20/2021	EMPLOYMENT DEVELOPMENT	UNEMPLOYMENT INSURANCE	19,932.26	Non-Departmental - Finance
111155	7/1/2021	CALIFORNIA JPIA	ALL RISK PROPERTY INSURANCE	9,293.00	Non-Departmental - Finance



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111312	7/21/2021	SECURAL SECURITY CORP	PARKING ENFORCEMENT	3,739.49	Non-Departmental - Finance
111155	7/1/2021	CALIFORNIA JPIA	ALL RISK PROPERTY INSURANCE	3,705.00	Non-Departmental - Finance
111155	7/1/2021	CALIFORNIA JPIA	ALL RISK PROPERTY INSURANCE	2,629.00	Non-Departmental - Finance
111091	6/30/2021	CANON FINANCIAL SERVICES INC	CANON COPIER LEASES	1,678.04	Non-Departmental - Finance
111091	6/30/2021	CANON FINANCIAL SERVICES INC	CANON COPIER LEASES	1,678.04	Non-Departmental - Finance
111091	6/30/2021	CANON FINANCIAL SERVICES INC	CANON COPIER LEASES	1,678.04	Non-Departmental - Finance
111091	6/30/2021	CANON FINANCIAL SERVICES INC	CANON COPIER LEASES	1,678.04	Non-Departmental - Finance
111091	6/30/2021	CANON FINANCIAL SERVICES INC	CANON COPIER LEASES	1,678.04	Non-Departmental - Finance
111152	7/1/2021	ALLIANT INSURANCE SERVICES INC	CRIME PROGRAM INSURANCE	1,612.00	Non-Departmental - Finance
111206	7/7/2021	COUNTY OF LOS ANGELES	LAFCO ANNUAL DUES FY 21/22	1,370.46	Non-Departmental - Finance
111072	6/23/2021	UNITED SITE SERVICES OF CA INC	FENCE RENTAL	1,323.00	Non-Departmental - Finance
111310	7/21/2021	QUADIANT FINANCE USA, INC.	POSTAGE	1,313.47	Non-Departmental - Finance
111133	6/30/2021	QUADIANT FINANCE USA, INC.	POSTAGE	1,255.20	Non-Departmental - Finance
111072	6/23/2021	UNITED SITE SERVICES OF CA INC	FENCE RENTAL	1,183.00	Non-Departmental - Finance
111092	6/30/2021	CANON SOLUTIONS AMERICA, INC	COPIER SERVICE PROGRAM	968.55	Non-Departmental - Finance
111145	6/30/2021	UNITED SITE SERVICES OF CA INC	FENCE RENTAL	906.50	Non-Departmental - Finance
111269	7/14/2021	US BANK	VISA- TRAVELWELD	800.00	Non-Departmental - Finance
111061	6/23/2021	MICHAEL BAKER INTERNATIONAL	PROFESSIONAL SERVICES	720.00	Non-Departmental - Finance
111274	7/20/2021	CORODATA RECORDS MANAGEMENT,	STORAGE SERVICES	640.32	Non-Departmental - Finance
111324	7/27/2021	MICHAEL BAKER INTERNATIONAL	PROFESSIONAL SERVICES	600.00	Non-Departmental - Finance
111092	6/30/2021	CANON SOLUTIONS AMERICA, INC	COPIER SERVICE PROGRAM	505.00	Non-Departmental - Finance
111038	6/17/2021	US BANK	VISA- COSTCO	419.68	Non-Departmental - Finance
111038	6/17/2021	US BANK	VISA- WALMART/SMART & FINAL	361.72	Non-Departmental - Finance
111038	6/17/2021	US BANK	VISA- COSTCO/SMART & FINAL	286.21	Non-Departmental - Finance
111038	6/17/2021	US BANK	VISA- LANDSEND/CONEJO AWARDS	284.15	Non-Departmental - Finance
111269	7/14/2021	US BANK	VISA- COSTCO/RALPHS	281.26	Non-Departmental - Finance
111145	6/30/2021	UNITED SITE SERVICES OF CA INC	FENCE RENTAL	240.00	Non-Departmental - Finance
111134	6/30/2021	READYREFRESH BY NESTLE	WATER SERVICE	225.50	Non-Departmental - Finance
111046	6/23/2021	CORODATA RECORDS MANAGEMENT,	STORAGE SERVICES	201.50	Non-Departmental - Finance
111269	7/14/2021	US BANK	VISA- SMART & FINAL/WALMART	114.01	Non-Departmental - Finance
111038	6/17/2021	US BANK	VISA- AMAZON.COM/APPLE.COM	98.81	Non-Departmental - Finance
111269	7/14/2021	US BANK	VISA- AMAZON.COM	59.98	Non-Departmental - Finance
111038	6/17/2021	US BANK	VISA- TARGET	50.46	Non-Departmental - Finance
111038	6/17/2021	US BANK	VISA- AMAZON.COM	37.28	Non-Departmental - Finance
111038	6/17/2021	US BANK	VISA- TRADER JOE'S	37.16	Non-Departmental - Finance
111105	6/30/2021	FEDERAL EXPRESS CORP.	COURIER SERVICE	35.38	Non-Departmental - Finance
111154	7/1/2021	CALIFORNIA JPIA	CITY INSURANCE FY 21/22	-7,282.00	Non-Departmental - Finance
111154	7/1/2021	CALIFORNIA JPIA	CITY INSURANCE FY 21/22	-21,922.00	Non-Departmental - Finance



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Total Amount for 43 Line Item(s) from Non-Departmental - Finance				\$1,033,577.55	
<u>Payroll</u>					
111265	7/13/2021	P&A ADMINISTRATIVE SVCS INC	RETIREE MEDICAL BENEFITS	23,094.66	Payroll
111132	6/30/2021	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- JUN 21	5,098.42	Payroll
111261	7/13/2021	BCC	LIFE & DISABILITY INS- JUN 21	1,510.89	Payroll
111132	6/30/2021	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- JUN 21	1,095.78	Payroll
111261	7/13/2021	BCC	LIFE & DISABILITY INS- JUN 21	1,060.97	Payroll
111261	7/13/2021	BCC	LIFE & DISABILITY INS- JUN 21	728.95	Payroll
111123	6/30/2021	LYSIK/GARY J//	HEALTH INS REIMB (RETIREE)	699.94	Payroll
111136	6/30/2021	RUBIN/JEFF//	HEALTH INS REIMB (RETIREE)	699.94	Payroll
111343	7/28/2021	RUBIN/JEFF//	HEALTH INS REIMB (RETIREE)	699.94	Payroll
111338	7/28/2021	LYSIK/GARY J//	HEALTH INS REIMB (RETIREE)	699.94	Payroll
111110	6/30/2021	HILL/BOB//	HEALTH INS REIMB (RETIREE)	556.94	Payroll
111335	7/28/2021	HILL/BOB//	HEALTH INS REIMB (RETIREE)	556.94	Payroll
111093	6/30/2021	CATE/CHARLES R.//	HEALTH INS REIMB (RETIREE)	505.96	Payroll
111122	6/30/2021	LOPATA/MARVIN//	HEALTH INS REIMB (RETIREE)	505.96	Payroll
111150	6/30/2021	WASHBURN/DENNIS//	HEALTH INS REIMB (RETIREE)	505.96	Payroll
111346	7/28/2021	WASHBURN/DENNIS//	HEALTH INS REIMB (RETIREE)	505.96	Payroll
111332	7/28/2021	CATE/CHARLES R.//	HEALTH INS REIMB (RETIREE)	505.96	Payroll
111337	7/28/2021	LOPATA/MARVIN//	HEALTH INS REIMB (RETIREE)	505.96	Payroll
111261	7/13/2021	BCC	LIFE & DISABILITY INS- JUN 21	255.17	Payroll
111108	6/30/2021	GROVEMAN/BARRY//	HEALTH INS REIMB (RETIREE)	206.97	Payroll
111334	7/28/2021	GROVEMAN/BARRY//	HEALTH INS REIMB (RETIREE)	206.97	Payroll
111130	6/30/2021	PARKER/ROBIN//	HEALTH INS REIMB (RETIREE)	168.56	Payroll
111342	7/28/2021	PARKER/ROBIN//	HEALTH INS REIMB (RETIREE)	168.56	Payroll
111162	7/1/2021	P&A ADMINISTRATIVE SVCS INC	FSA MONTHLY ADMIN FEE- JUL 21	58.50	Payroll
111341	7/28/2021	P&A ADMINISTRATIVE SVCS INC	FSA MONTHLY ADMIN FEE- AUG 21	58.50	Payroll
Total Amount for 25 Line Item(s) from Payroll				\$40,662.30	
<u>Police / Fire / Safety</u>					
111117	6/30/2021	L.A. CO. SHERIFF'S DEPT.	SHERIFF SVCS- MAY 2021	404,953.06	Police / Fire / Safety
111282	7/20/2021	L.A. CO. SHERIFF'S DEPT.	SHERIFF SVCS- JUN 2021	404,953.06	Police / Fire / Safety
111159	7/1/2021	L.A. CO. FIRE DEPARTMENT	ANNUAL PAYMENT FY 21/22	20,810.00	Police / Fire / Safety
111117	6/30/2021	L.A. CO. SHERIFF'S DEPT.	SHERIFF SVCS- MAY 2021	10,423.19	Police / Fire / Safety
111282	7/20/2021	L.A. CO. SHERIFF'S DEPT.	SHERIFF SVCS- JUN 2021	10,423.19	Police / Fire / Safety



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111320	7/27/2021	L.A. CO. DEPT. OF ANIMAL CARE	ANIMAL HOUSING SVCS- JUN 2021	4,438.49	Police / Fire / Safety
111116	6/30/2021	L.A. CO. DEPT. OF ANIMAL CARE	ANIMAL HOUSING SVCS- MAY 2021	3,820.29	Police / Fire / Safety
111117	6/30/2021	L.A. CO. SHERIFF'S DEPT.	SHERIFF SVCS- CAL PARK EST	1,005.44	Police / Fire / Safety
111117	6/30/2021	L.A. CO. SHERIFF'S DEPT.	SHERIFF SVCS- THE OAKS	1,005.44	Police / Fire / Safety
111117	6/30/2021	L.A. CO. SHERIFF'S DEPT.	SHERIFF SVCS- MAY 2021	387.50	Police / Fire / Safety
111282	7/20/2021	L.A. CO. SHERIFF'S DEPT.	SHERIFF SVCS- JUN 2021	387.50	Police / Fire / Safety
Total Amount for 11 Line Item(s) from Police / Fire / Safety				\$862,607.16	

Public Safety & Emergency Preparedness

111038	6/17/2021	US BANK	VISA- STAPLES/AMAZON.COM	168.61	Public Safety & Emergency Preparedness
111269	7/14/2021	US BANK	VISA- MACKAY COMMUNICATIONS	139.03	Public Safety & Emergency Preparedness
111038	6/17/2021	US BANK	VISA- MACKAY COMMUNICATIONS	137.60	Public Safety & Emergency Preparedness
111038	6/17/2021	US BANK	VISA- COSTCO/STARBUCKS	95.03	Public Safety & Emergency Preparedness
111269	7/14/2021	US BANK	VISA- STAPLES/SOS PRODUCTS	60.63	Public Safety & Emergency Preparedness
111269	7/14/2021	US BANK	VISA- STAPLES/SOS PRODUCTS	32.47	Public Safety & Emergency Preparedness
Total Amount for 6 Line Item(s) from Public Safety & Emergency Preparedness				\$633.37	

Public Works

111098	6/30/2021	CITY OF AGOURA HILLS	TMDL COMPLIANCE MONITORING	90,000.00	Public Works
111098	6/30/2021	CITY OF AGOURA HILLS	TMDL COMPLIANCE MONITORING	47,734.32	Public Works
111166	7/6/2021	ABSOLUTE	BRUSH CLEARANCE SERVICES	39,540.00	Public Works
111192	7/6/2021	RUIZ CONCRETE & PAVING INC.	SIDEWALK REPAIRS	29,395.00	Public Works
111330	7/27/2021	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- P.W.	17,750.85	Public Works
111330	7/27/2021	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- PARKS	16,514.73	Public Works
111027	6/16/2021	SAN GABRIEL VALLEY COUNCIL	TMDL MONITORING	12,220.00	Public Works
111322	7/27/2021	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	11,106.61	Public Works
111235	7/12/2021	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	10,110.68	Public Works
111020	6/16/2021	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	9,430.64	Public Works
111078	6/30/2021	ABSOLUTE	BRUSH CLEARANCE SERVICES	8,798.82	Public Works
111006	6/16/2021	CLEANSTREET INC	MONTHLY SVC - STREET SWEEPING	8,328.66	Public Works
111226	7/12/2021	G.I. INDUSTRIES	OIL RECYCLING PRG FY 20/21	7,284.90	Public Works
111322	7/27/2021	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	6,954.18	Public Works
111235	7/12/2021	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	5,534.49	Public Works
111026	6/16/2021	RON'S MAINTENANCE, INC.	CATCH BASIN CLEANING SVCS	4,368.00	Public Works
111054	6/23/2021	INTERWEST CONSULTING GROUP	TRAFFIC ENGINEERING SVCS	4,320.00	Public Works
111330	7/27/2021	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- P.W.	4,070.36	Public Works



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111185	7/6/2021	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	3,187.36	Public Works
111185	7/6/2021	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	3,123.43	Public Works
111322	7/27/2021	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	3,005.26	Public Works
111202	7/6/2021	WILHELM/RICHARD FRANK//	FIELD INVESTIGTN/DRAFTING SVCS	2,970.00	Public Works
111078	6/30/2021	ABSOLUTE	BRUSH CLEARANCE SERVICES	2,705.00	Public Works
111325	7/27/2021	NEWBURY PARK TREE SERVICE INC	TREE TRIMMING/REMOVAL SVCS	2,511.00	Public Works
111113	6/30/2021	ISSAKHANI/MARINA//	CONSULTING SERVICES	2,400.00	Public Works
111020	6/16/2021	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	2,311.05	Public Works
111217	7/12/2021	AZTECA LANDSCAPE	LANDSCAPE MAINTENANCE- LOST	2,270.00	Public Works
111185	7/6/2021	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	2,232.90	Public Works
111185	7/6/2021	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	1,978.98	Public Works
111330	7/27/2021	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- P.W.	1,777.27	Public Works
111151	6/30/2021	WILLDAN ASSOCIATES INC.	CONTRACT SERVICES	1,710.00	Public Works
111245	7/12/2021	RUIZ CONCRETE & PAVING INC.	SIDEWALK REPAIRS	1,500.00	Public Works
111020	6/16/2021	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	1,499.93	Public Works
111185	7/6/2021	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	1,458.45	Public Works
111128	6/30/2021	NEWBURY PARK TREE SERVICE INC	TREE TRIMMING/REMOVAL SVCS	1,062.50	Public Works
111198	7/6/2021	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- PARKS	1,060.00	Public Works
111198	7/6/2021	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- PARKS	1,060.00	Public Works
111322	7/27/2021	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	1,029.28	Public Works
111330	7/27/2021	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- PARKS	967.56	Public Works
111179	7/6/2021	COUNTY OF LOS ANGELES	CONTRACT SERVICES	807.06	Public Works
111112	6/30/2021	INTERWEST CONSULTING GROUP	PROFESSIONAL SERVICES	800.00	Public Works
111288	7/20/2021	STEVE'S PLUMBING & GENERAL	GENERAL CONTRACTING SVCS	800.00	Public Works
111269	7/14/2021	US BANK	VISA- AMAZON.COM	795.22	Public Works
111074	6/23/2021	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- PARKS	787.00	Public Works
111289	7/20/2021	WILLDAN ASSOCIATES INC.	CONTRACT SERVICES	760.00	Public Works
111269	7/14/2021	US BANK	VISA- HARBOR FREIGHT/C&E LUMB	732.47	Public Works
111325	7/27/2021	NEWBURY PARK TREE SERVICE INC	TREE TRIMMING/REMOVAL SVCS	695.00	Public Works
111020	6/16/2021	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	678.82	Public Works
111198	7/6/2021	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- PARKS	666.00	Public Works
111330	7/27/2021	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- PARKS	627.82	Public Works
111038	6/17/2021	US BANK	VISA- APWA	570.00	Public Works
111203	7/6/2021	WILLDAN ASSOCIATES INC.	GRADING & DRAINAGE REVIEW	530.00	Public Works
111340	7/28/2021	NEWBURY PARK TREE SERVICE INC	TREE TRIMMING/REMOVAL SVCS	490.00	Public Works
111074	6/23/2021	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- PARKS	469.00	Public Works
111074	6/23/2021	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- PARKS	469.00	Public Works
111330	7/27/2021	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- PARKS	469.00	Public Works



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111330	7/27/2021	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- PARKS	469.00	Public Works
111020	6/16/2021	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	387.79	Public Works
111074	6/23/2021	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- P.W.	381.00	Public Works
111330	7/27/2021	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- PARKS	381.00	Public Works
111038	6/17/2021	US BANK	VISA- APWA	380.00	Public Works
111020	6/16/2021	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	378.23	Public Works
111167	7/6/2021	ACORN NEWSPAPER	RECYCLING ADVERTISING	373.44	Public Works
111064	6/23/2021	NEWBURY PARK TREE SERVICE INC	TREE TRIMMING/REMOVAL SVCS	330.00	Public Works
111074	6/23/2021	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- PARKS	302.00	Public Works
111074	6/23/2021	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- PARKS	302.00	Public Works
111330	7/27/2021	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- PARKS	302.00	Public Works
111064	6/23/2021	NEWBURY PARK TREE SERVICE INC	TREE TRIMMING/REMOVAL SVCS	287.00	Public Works
111074	6/23/2021	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- P.W.	281.00	Public Works
111330	7/27/2021	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- PARKS	281.00	Public Works
111203	7/6/2021	WILLDAN ASSOCIATES INC.	CONTRACT SERVICES	265.00	Public Works
111149	6/30/2021	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- P.W.	260.00	Public Works
111325	7/27/2021	NEWBURY PARK TREE SERVICE INC	TREE TRIMMING/REMOVAL SVCS	260.00	Public Works
111330	7/27/2021	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- P.W.	260.00	Public Works
111074	6/23/2021	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- PARKS	245.00	Public Works
111330	7/27/2021	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- PARKS	245.00	Public Works
111269	7/14/2021	US BANK	VISA- AMAZON.COM	232.68	Public Works
111331	7/27/2021	WILLDAN ASSOCIATES INC.	GRADING & DRAINAGE REVIEW	212.00	Public Works
111038	6/17/2021	US BANK	VISA- APWA	190.00	Public Works
111269	7/14/2021	US BANK	VISA- HOME DEPOT	177.06	Public Works
111038	6/17/2021	US BANK	VISA- DIY/HOME DEPOT	169.57	Public Works
111269	7/14/2021	US BANK	VISA- HARBOR FREIGHT/C&E LUMB	168.55	Public Works
111286	7/20/2021	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	158.77	Public Works
111148	6/30/2021	VALLEY NEWS GROUP	LEGAL ADVERTISING	150.00	Public Works
111197	7/6/2021	VALLEY NEWS GROUP	LEGAL ADVERTISING	150.00	Public Works
111345	7/28/2021	VALLEY NEWS GROUP	LEGAL ADVERTISING	150.00	Public Works
111074	6/23/2021	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- PARKS	146.00	Public Works
111330	7/27/2021	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- PARKS	146.00	Public Works
111149	6/30/2021	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- P.W.	74.50	Public Works
111330	7/27/2021	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- P.W.	74.50	Public Works
111254	7/12/2021	UNDERGROUND SERVICE ALERT	MONTHLY MEMBERSHIP FEE	72.70	Public Works
111140	6/30/2021	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	67.02	Public Works
111269	7/14/2021	US BANK	VISA- AMAZON.COM	66.83	Public Works
111038	6/17/2021	US BANK	VISA- DIY/HOME DEPOT	62.35	Public Works



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111132	6/30/2021	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- JUN 21	61.98	Public Works
111038	6/17/2021	US BANK	VISA- LPS DESIGN JET	49.66	Public Works
111258	7/12/2021	VERIZON WIRELESS	TELEPHONE SERVICE	38.01	Public Works
111038	6/17/2021	US BANK	VISA- HOME DEPOT/DIY	32.75	Public Works
111032	6/16/2021	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	30.01	Public Works
111132	6/30/2021	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- JUN 21	27.99	Public Works
111038	6/17/2021	US BANK	VISA- AMAZON.COM	27.83	Public Works
111255	7/12/2021	UNDERGROUND SERVICE ALERT	STATE REGULATORY FEE	26.52	Public Works
111132	6/30/2021	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- JUN 21	24.76	Public Works
111038	6/17/2021	US BANK	VISA- HARBOR FREIGHTS	19.68	Public Works
111261	7/13/2021	BCC	LIFE & DISABILITY INS- JUN 21	19.01	Public Works
111132	6/30/2021	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- JUN 21	18.42	Public Works
111269	7/14/2021	US BANK	VISA- HOME DEPOT/AUTOZONE	17.93	Public Works
111250	7/12/2021	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	16.98	Public Works
111269	7/14/2021	US BANK	VISA- HOME DEPOT/ER PARTS	16.63	Public Works
111269	7/14/2021	US BANK	VISA- AMAZON.COM	15.05	Public Works
111038	6/17/2021	US BANK	VISA- AMAZON.COM	14.22	Public Works
111269	7/14/2021	US BANK	VISA- AMAZON.COM	14.22	Public Works
111261	7/13/2021	BCC	LIFE & DISABILITY INS- JUN 21	13.90	Public Works
111132	6/30/2021	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- JUN 21	13.26	Public Works
111261	7/13/2021	BCC	LIFE & DISABILITY INS- JUN 21	10.66	Public Works
111132	6/30/2021	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- JUN 21	10.19	Public Works
111269	7/14/2021	US BANK	VISA- JUNE LUNCH	10.00	Public Works
111261	7/13/2021	BCC	LIFE & DISABILITY INS- JUN 21	9.17	Public Works
111261	7/13/2021	BCC	LIFE & DISABILITY INS- JUN 21	8.75	Public Works
111261	7/13/2021	BCC	LIFE & DISABILITY INS- JUN 21	7.38	Public Works
111261	7/13/2021	BCC	LIFE & DISABILITY INS- JUN 21	7.37	Public Works
111132	6/30/2021	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- JUN 21	6.28	Public Works
111261	7/13/2021	BCC	LIFE & DISABILITY INS- JUN 21	6.04	Public Works
111261	7/13/2021	BCC	LIFE & DISABILITY INS- JUN 21	5.95	Public Works
111132	6/30/2021	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- JUN 21	5.44	Public Works
111261	7/13/2021	BCC	LIFE & DISABILITY INS- JUN 21	5.14	Public Works
111261	7/13/2021	BCC	LIFE & DISABILITY INS- JUN 21	5.11	Public Works
111132	6/30/2021	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- JUN 21	4.38	Public Works
111261	7/13/2021	BCC	LIFE & DISABILITY INS- JUN 21	4.22	Public Works
111261	7/13/2021	BCC	LIFE & DISABILITY INS- JUN 21	3.70	Public Works
111261	7/13/2021	BCC	LIFE & DISABILITY INS- JUN 21	3.56	Public Works
111261	7/13/2021	BCC	LIFE & DISABILITY INS- JUN 21	3.34	Public Works



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111038	6/17/2021	US BANK	VISA- APPLE.COM	2.99	Public Works
111269	7/14/2021	US BANK	VISA- APPLE.COM	2.99	Public Works
111261	7/13/2021	BCC	LIFE & DISABILITY INS- JUN 21	2.88	Public Works
111038	6/17/2021	US BANK	VISA- RALPHS	2.73	Public Works
111132	6/30/2021	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- JUN 21	2.51	Public Works
111229	7/12/2021	HOLDEN/ TATIANA//	REIMBURSE MILEAGE	2.02	Public Works
111261	7/13/2021	BCC	LIFE & DISABILITY INS- JUN 21	1.78	Public Works
111261	7/13/2021	BCC	LIFE & DISABILITY INS- JUN 21	1.45	Public Works
111261	7/13/2021	BCC	LIFE & DISABILITY INS- JUN 21	1.23	Public Works
111261	7/13/2021	BCC	LIFE & DISABILITY INS- JUN 21	0.89	Public Works
Total Amount for 142 Line Item(s) from Public Works				\$395,904.55	

Recoverable / Refund / Liability

111333	7/28/2021	DEPARTMENT OF CONSERVATION	2ND QUARTER 2021 SMIP FEE	1,154.73	Recoverable / Refund / Liability
111124	6/30/2021	METODIEV/TRIFON//	PLANNING PERMIT REFUND	426.00	Recoverable / Refund / Liability
111293	7/21/2021	CALIFORNIA BUILDING STANDARDS	2ND QTR 2021 GREEN BLDG	396.00	Recoverable / Refund / Liability
111210	7/7/2021	HARUTYUNYAN/GAGIK//	BUILDING PERMIT REFUND	135.35	Recoverable / Refund / Liability
111213	7/7/2021	P&A ADMINISTRATIVE SVCS INC	FSA-MED CARE REIMBURSEMENT	124.81	Recoverable / Refund / Liability
111264	7/13/2021	P&A ADMINISTRATIVE SVCS INC	FSA-MED CARE REIMBURSEMENT	110.00	Recoverable / Refund / Liability
111052	6/23/2021	FRANCHISE TAX BOARD	WAGE GARNISHMENT- 6/18/21	50.00	Recoverable / Refund / Liability
111207	7/7/2021	FRANCHISE TAX BOARD	WAGE GARNISHMENT	50.00	Recoverable / Refund / Liability
111298	7/21/2021	FRANCHISE TAX BOARD	WAGE GARNISHMENT	50.00	Recoverable / Refund / Liability
111269	7/14/2021	US BANK	VISA- AMAZON.COM	41.31	Recoverable / Refund / Liability
111038	6/17/2021	US BANK	VISA- AMAZON.COM	-14.22	Recoverable / Refund / Liability
Total Amount for 11 Line Item(s) from Recoverable / Refund / Liability				\$2,523.98	

Tennis & Swim Center

111140	6/30/2021	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	1,859.31	Tennis & Swim Center
111045	6/23/2021	COMMERCIAL AQUATIC SVCS	POOL SERVICE/REPAIR	1,650.06	Tennis & Swim Center
111221	7/12/2021	CASAS/JORGE//	FITNESS EQUIPMENT REPAIRS	1,614.93	Tennis & Swim Center
111176	7/6/2021	CASAS/JORGE//	FITNESS EQUIPMENT REPAIRS	1,343.44	Tennis & Swim Center
111058	6/23/2021	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	1,304.99	Tennis & Swim Center
111033	6/16/2021	SOUTHERN CALIFORNIA GAS CO	GAS SERVICE	1,281.78	Tennis & Swim Center
111251	7/12/2021	SOUTHERN CALIFORNIA GAS CO	GAS SERVICE	1,277.43	Tennis & Swim Center
111045	6/23/2021	COMMERCIAL AQUATIC SVCS	POOL SERVICE/REPAIR	894.62	Tennis & Swim Center
111038	6/17/2021	US BANK	VISA- HOME DEPOT/SHERWIN	868.97	Tennis & Swim Center



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111045	6/23/2021	COMMERCIAL AQUATIC SVCS	POOL SERVICE/REPAIR	818.65	Tennis & Swim Center
111019	6/16/2021	JONAS FITNESS INC	SOFTWARE SERVICES	799.00	Tennis & Swim Center
111302	7/21/2021	JONAS FITNESS INC	SOFTWARE SERVICES	799.00	Tennis & Swim Center
111269	7/14/2021	US BANK	VISA- ARC RED CROSS	772.02	Tennis & Swim Center
111294	7/21/2021	COMMERCIAL AQUATIC SVCS	POOL SERVICE/REPAIR	753.26	Tennis & Swim Center
111071	6/23/2021	TIME WARNER CABLE	CABLE MODEM/HDTV- T&SC	718.22	Tennis & Swim Center
111344	7/28/2021	TIME WARNER CABLE	CABLE MODEM/HDTV- T&SC	718.22	Tennis & Swim Center
111005	6/16/2021	CASAS/JORGE//	FITNESS EQUIPMENT REPAIRS	700.00	Tennis & Swim Center
111269	7/14/2021	US BANK	VISA- LESLIE'S POOL/KULLY SUP	658.35	Tennis & Swim Center
111223	7/12/2021	COMMERCIAL AQUATIC SVCS	POOL SERVICE/REPAIR	635.41	Tennis & Swim Center
111199	7/6/2021	WATERLINE TECHNOLOGIES INC	POOL CHEMICALS	602.77	Tennis & Swim Center
111007	6/16/2021	COMMERCIAL AQUATIC SVCS	POOL SERVICE/REPAIR	585.91	Tennis & Swim Center
111269	7/14/2021	US BANK	VISA- OFFICE DEPOT/PACIFIC APP	577.84	Tennis & Swim Center
111269	7/14/2021	US BANK	VISA- MCCALLA/SINCLAIR GAS	545.32	Tennis & Swim Center
111269	7/14/2021	US BANK	VISA- AMAZON.COM	520.85	Tennis & Swim Center
111313	7/21/2021	WATERLINE TECHNOLOGIES INC	POOL CHEMICALS	504.37	Tennis & Swim Center
111201	7/6/2021	WELTER/FRANCES//	RECREATION INSTRUCTOR	441.00	Tennis & Swim Center
111045	6/23/2021	COMMERCIAL AQUATIC SVCS	POOL SERVICE/REPAIR	430.55	Tennis & Swim Center
111038	6/17/2021	US BANK	VISA- HOME DEPOT/SHERWIN WILL	405.63	Tennis & Swim Center
111271	7/20/2021	AT&T	TELEPHONE SERVICE	401.45	Tennis & Swim Center
111040	6/23/2021	AT&T	TELEPHONE SERVICE	401.14	Tennis & Swim Center
111269	7/14/2021	US BANK	VISA- MICHAELS/FIVE BELOW	330.07	Tennis & Swim Center
111038	6/17/2021	US BANK	VISA- ARC/LIFE GUARD STORE	327.22	Tennis & Swim Center
111222	7/12/2021	CLARK PEST CONTROL	PEST CONTROL SERVICES	325.00	Tennis & Swim Center
111222	7/12/2021	CLARK PEST CONTROL	PEST CONTROL SERVICES	325.00	Tennis & Swim Center
111222	7/12/2021	CLARK PEST CONTROL	PEST CONTROL SERVICES	325.00	Tennis & Swim Center
111035	6/16/2021	WATERLINE TECHNOLOGIES INC	POOL CHEMICALS	302.98	Tennis & Swim Center
111269	7/14/2021	US BANK	VISA- AMAZON.COM	294.61	Tennis & Swim Center
111038	6/17/2021	US BANK	VISA- G & F LIGHTING	264.55	Tennis & Swim Center
111260	7/12/2021	WATERLINE TECHNOLOGIES INC	POOL CHEMICALS	258.90	Tennis & Swim Center
111313	7/21/2021	WATERLINE TECHNOLOGIES INC	POOL CHEMICALS	245.80	Tennis & Swim Center
111005	6/16/2021	CASAS/JORGE//	FITNESS EQUIPMENT REPAIRS	225.00	Tennis & Swim Center
111269	7/14/2021	US BANK	VISA- OFFICE DEPOT/INDEED	223.12	Tennis & Swim Center
111038	6/17/2021	US BANK	VISA- ARC/LIFE GUARD STORE	203.40	Tennis & Swim Center
111038	6/17/2021	US BANK	VISA- CONSTANT CONTACT	200.00	Tennis & Swim Center
111269	7/14/2021	US BANK	VISA- CONSTANT CONTACT	200.00	Tennis & Swim Center
111269	7/14/2021	US BANK	VISA- FRANKLIN'S HARDWARE	180.55	Tennis & Swim Center
111313	7/21/2021	WATERLINE TECHNOLOGIES INC	POOL CHEMICALS	161.89	Tennis & Swim Center



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111005	6/16/2021	CASAS/JORGE//	FITNESS EQUIPMENT REPAIRS	160.63	Tennis & Swim Center
111269	7/14/2021	US BANK	VISA- PYRAMID PIPE/HOME DEPOT	139.08	Tennis & Swim Center
111076	6/23/2021	WATERLINE TECHNOLOGIES INC	POOL CHEMICALS	127.82	Tennis & Swim Center
111038	6/17/2021	US BANK	VISA- OFFICE DEPOT	122.86	Tennis & Swim Center
111319	7/27/2021	ICE MACHINE SALES & SERVICE CO	ICE MACHINE SERVICE	117.50	Tennis & Swim Center
111038	6/17/2021	US BANK	VISA- INDEED	100.00	Tennis & Swim Center
111269	7/14/2021	US BANK	VISA- SHERWINN WILLIAMS	99.19	Tennis & Swim Center
111285	7/20/2021	SECURAL SECURITY CORP	ALARM RESPONSE- T&SC	85.71	Tennis & Swim Center
111269	7/14/2021	US BANK	VISA- OFFICE DEPOT/PACIFIC APP	64.12	Tennis & Swim Center
111132	6/30/2021	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- JUN 21	61.34	Tennis & Swim Center
111269	7/14/2021	US BANK	VISA- RALPHS	60.31	Tennis & Swim Center
111261	7/13/2021	BCC	LIFE & DISABILITY INS- JUN 21	45.12	Tennis & Swim Center
111261	7/13/2021	BCC	LIFE & DISABILITY INS- JUN 21	33.71	Tennis & Swim Center
111038	6/17/2021	US BANK	VISA- POSTAL ANNEX/DOLLAR TREE	21.90	Tennis & Swim Center
111038	6/17/2021	US BANK	VISA- CHEVRON	21.85	Tennis & Swim Center
111261	7/13/2021	BCC	LIFE & DISABILITY INS- JUN 21	21.75	Tennis & Swim Center
111132	6/30/2021	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- JUN 21	19.04	Tennis & Swim Center
111269	7/14/2021	US BANK	VISA- AMAZON.COM	16.98	Tennis & Swim Center
111261	7/13/2021	BCC	LIFE & DISABILITY INS- JUN 21	15.54	Tennis & Swim Center
111132	6/30/2021	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- JUN 21	14.65	Tennis & Swim Center
111261	7/13/2021	BCC	LIFE & DISABILITY INS- JUN 21	11.59	Tennis & Swim Center
111261	7/13/2021	BCC	LIFE & DISABILITY INS- JUN 21	8.11	Tennis & Swim Center
111261	7/13/2021	BCC	LIFE & DISABILITY INS- JUN 21	7.49	Tennis & Swim Center
111132	6/30/2021	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- JUN 21	4.55	Tennis & Swim Center
111038	6/17/2021	US BANK	VISA- POSTAL ANNEX/DOLLAR TREE	3.60	Tennis & Swim Center
111261	7/13/2021	BCC	LIFE & DISABILITY INS- JUN 21	2.79	Tennis & Swim Center
Total Amount for 73 Line Item(s) from Tennis & Swim Center				\$30,664.81	

Transportation

111327	7/27/2021	PCI	PAVEMENT STRIPING & MARKINGS	27,064.68	Transportation
111141	6/30/2021	SOUTHERN CALIFORNIA EDISON	ENGINEERING SERVICE- MUL MWY	20,000.00	Transportation
111183	7/6/2021	IDEAL GENERAL SERVICES, INC.	DIAL-A-RIDE JUN 2021	17,506.00	Transportation
111107	6/30/2021	FUSCOE ENGINEERING, INC.	ENGINEERING SERVICES	8,117.50	Transportation
111140	6/30/2021	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	7,429.91	Transportation
111286	7/20/2021	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	5,487.71	Transportation
111039	6/23/2021	ALL CITY MANAGEMENT SVCS, INC.	SCHOOL CROSSING GUARD SVCS	3,520.25	Transportation
111189	7/6/2021	NV5 WEST, INC.	PROFESSIONAL SERVICES	3,064.90	Transportation



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Check No.	Check Date	Vendor Name	Check Description	Amount	Department
111107	6/30/2021	FUSCOE ENGINEERING, INC.	ENGINEERING SERVICES	2,700.38	Transportation
111315	7/27/2021	ALL CITY MANAGEMENT SVCS, INC.	SCHOOL CROSSING GUARD SVCS	2,679.74	Transportation
111139	6/30/2021	SO-CAL PRESSURE WASH	PRESSURE WASHING	2,320.00	Transportation
111128	6/30/2021	NEWBURY PARK TREE SERVICE INC	TREE TRIMMING/REMOVAL SVCS	1,835.00	Transportation
111178	7/6/2021	COUNTY OF LOS ANGELES	CONTRACT SERVICES	1,443.41	Transportation
111242	7/12/2021	MV TRANSPORTATION, INC.	SHUTTLE SERVICES- JUN 21	1,375.38	Transportation
111181	7/6/2021	DEPALMA DESIGN GROUP	INSPECTION SERVICES	1,000.00	Transportation
111031	6/16/2021	SIEMENS MOBILITY, INC	TRAFFIC SIGN MAINTENANCE	865.20	Transportation
111096	6/30/2021	CHRIS NELSON & ASSOCIATES, INC	SURVEY CONSULTING	800.00	Transportation
111328	7/27/2021	SUNBELT RENTALS, INC.	EQUIPMENT RENTAL	798.44	Transportation
111063	6/23/2021	MYERS & SONS HI-WAY SAFETY INC	TRAFFIC SIGNS	656.87	Transportation
111038	6/17/2021	US BANK	VISA- APWA	570.00	Transportation
111038	6/17/2021	US BANK	VISA- BEATTIE/ROCK AUTO	556.54	Transportation
111234	7/12/2021	JOHN KULAR CONSULTING	ENGINEERING SERVICES	522.50	Transportation
111269	7/14/2021	US BANK	VISA- HOME DEPOT/ER PARTS	375.83	Transportation
111038	6/17/2021	US BANK	VISA- AMAZON.COM	342.05	Transportation
111269	7/14/2021	US BANK	VISA- SHELL/SINCLAIR/7 ELEVEN	340.18	Transportation
111250	7/12/2021	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	253.58	Transportation
111269	7/14/2021	US BANK	VISA- AMAZON.COM	223.09	Transportation
111269	7/14/2021	US BANK	VISA- UNION 76/SHELL/7 ELEVEN	201.19	Transportation
111038	6/17/2021	US BANK	VISA- SHELL OIL/EXXON/7 ELEVEN	195.39	Transportation
111321	7/27/2021	LA DWP	TRAFFIC METER SERVICE	169.52	Transportation
111038	6/17/2021	US BANK	VISA- 7 ELEVEN/SINCLAIR/SHELL	166.56	Transportation
111269	7/14/2021	US BANK	VISA- 7 ELEVEN/SINCLAIR GAS	157.23	Transportation
111057	6/23/2021	LA DWP	TRAFFIC METER SERVICE	139.98	Transportation
111038	6/17/2021	US BANK	VISA- SHELL OIL/7 ELEVEN	129.14	Transportation
111269	7/14/2021	US BANK	VISA- BEATTIE AUTO	118.45	Transportation
111185	7/6/2021	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	117.68	Transportation
111038	6/17/2021	US BANK	VISA- CALABASAS SINCLAIR	109.32	Transportation
111269	7/14/2021	US BANK	VISA- AMAZON.COM	107.65	Transportation
111269	7/14/2021	US BANK	VISA- AT&T	107.00	Transportation
111038	6/17/2021	US BANK	VISA- CHEVRON	95.00	Transportation
111038	6/17/2021	US BANK	VISA- AT&T	94.51	Transportation
111032	6/16/2021	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	87.45	Transportation
111269	7/14/2021	US BANK	VISA- SHELL OIL	64.33	Transportation
111269	7/14/2021	US BANK	VISA- SHELL OIL	60.82	Transportation
111269	7/14/2021	US BANK	VISA- HOME DEPOT/AUTOZONE	54.71	Transportation
111038	6/17/2021	US BANK	VISA- HOME DEPOT/DIY	52.24	Transportation



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111038	6/17/2021	US BANK	VISA- AMAZON.COM	51.42	Transportation
111269	7/14/2021	US BANK	VISA- CRAZED PERFORMANCE	45.50	Transportation
111269	7/14/2021	US BANK	VISA- SHELL OIL	38.12	Transportation
111038	6/17/2021	US BANK	VISA- SHELL OIL	36.53	Transportation
111269	7/14/2021	US BANK	VISA- SHELL OIL	35.97	Transportation
111038	6/17/2021	US BANK	VISA- 7 ELEVEN/SINCLAIR/SHELL	32.99	Transportation
111269	7/14/2021	US BANK	VISA- SHELL OIL	24.99	Transportation
111132	6/30/2021	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- JUN 21	23.53	Transportation
111100	6/30/2021	COUNTY OF LOS ANGELES	CONTRACT SERVICES	22.88	Transportation
111132	6/30/2021	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- JUN 21	21.15	Transportation
111261	7/13/2021	BCC	LIFE & DISABILITY INS- JUN 21	12.97	Transportation
111269	7/14/2021	US BANK	VISA- SHELL OIL	12.00	Transportation
111261	7/13/2021	BCC	LIFE & DISABILITY INS- JUN 21	11.83	Transportation
111038	6/17/2021	US BANK	VISA- AMAZON.COM	10.94	Transportation
111038	6/17/2021	US BANK	VISA- PEPBOYS	10.94	Transportation
111038	6/17/2021	US BANK	VISA- SHELL OIL/EXXON/7 ELEVEN	10.00	Transportation
111261	7/13/2021	BCC	LIFE & DISABILITY INS- JUN 21	9.40	Transportation
111261	7/13/2021	BCC	LIFE & DISABILITY INS- JUN 21	8.85	Transportation
111261	7/13/2021	BCC	LIFE & DISABILITY INS- JUN 21	6.26	Transportation
111261	7/13/2021	BCC	LIFE & DISABILITY INS- JUN 21	5.71	Transportation
111132	6/30/2021	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- JUN 21	5.56	Transportation
111132	6/30/2021	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- JUN 21	5.05	Transportation
111038	6/17/2021	US BANK	VISA- HOME DEPOT/DIY	5.02	Transportation
111261	7/13/2021	BCC	LIFE & DISABILITY INS- JUN 21	2.26	Transportation
111261	7/13/2021	BCC	LIFE & DISABILITY INS- JUN 21	2.13	Transportation
Total Amount for 71 Line Item(s) from Transportation				\$114,529.31	
GRAND TOTAL for 1,072 Line Items				\$4,156,558.95	



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Check No.	Check Date	Vendor Name	Check Description	Amount	Department
Tennis & Swim Center					
14052	6/23/2021	BLUE SHIELD OF CA	INSURANCE EXPENSE	7,315.83	Tennis & Swim Center
14059	6/23/2021	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- T&SC	3,862.71	Tennis & Swim Center
14067	7/6/2021	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	3,842.40	Tennis & Swim Center
14070	7/12/2021	AMTRUST NORTH AMERICA	INSURANCE EXPENSE	2,316.00	Tennis & Swim Center
14078	7/28/2021	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	2,014.55	Tennis & Swim Center
14069	7/6/2021	WILSON SPORTING GOODS	FACILITY EXPENSE	1,817.83	Tennis & Swim Center
14056	6/23/2021	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	1,305.00	Tennis & Swim Center
14060	6/23/2021	WILSON SPORTING GOODS	FACILITY EXPENSE	1,174.12	Tennis & Swim Center
14073	7/12/2021	WILSON SPORTING GOODS	FACILITY EXPENSE	1,174.12	Tennis & Swim Center
14066	7/6/2021	PHILIDELPHIA INSURANCE	INSURANCE EXPENSE	998.25	Tennis & Swim Center
14075	7/20/2021	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	991.88	Tennis & Swim Center
14056	6/23/2021	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	856.02	Tennis & Swim Center
14074	7/20/2021	EJC PRINTING	TENNIS COURT PAPERS	742.41	Tennis & Swim Center
14061	6/23/2021	XEROX FINANCIAL SERVICES	ADMINISTRATIVE EXPENSES	649.68	Tennis & Swim Center
14068	7/6/2021	UNIFIRST CORPORATION	JANITORIAL SUPPLIES	566.56	Tennis & Swim Center
14059	6/23/2021	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- T&SC	487.05	Tennis & Swim Center
14054	6/23/2021	DESIGNSCAPE	PLANT MAINTENANCE- T&SC	480.00	Tennis & Swim Center
14054	6/23/2021	DESIGNSCAPE	PLANT MAINTENANCE- T&SC	480.00	Tennis & Swim Center
14077	7/28/2021	DESIGNSCAPE	PLANT MAINTENANCE- T&SC	480.00	Tennis & Swim Center
14076	7/20/2021	TOP SEED TENNIS ACADEMY, INC.	AWARDS	435.26	Tennis & Swim Center
14079	7/28/2021	UNIFIRST CORPORATION	JANITORIAL SUPPLIES	426.99	Tennis & Swim Center
14058	6/23/2021	UNIFIRST CORPORATION	JANITORIAL SUPPLIES	410.15	Tennis & Swim Center
14058	6/23/2021	UNIFIRST CORPORATION	JANITORIAL SUPPLIES	404.50	Tennis & Swim Center
14058	6/23/2021	UNIFIRST CORPORATION	JANITORIAL SUPPLIES	398.16	Tennis & Swim Center
14065	7/6/2021	COLLINS COMPANY	FACILITY EXPENSE	361.10	Tennis & Swim Center
14057	6/23/2021	TOP SEED TENNIS ACADEMY, INC.	SUMMER CAMP SIGN	355.88	Tennis & Swim Center
14053	6/23/2021	BLUE SHIELD OF CA	INSURANCE EXPENSE	330.30	Tennis & Swim Center
14076	7/20/2021	TOP SEED TENNIS ACADEMY, INC.	SUMMER CAMP SUPPLIES	311.69	Tennis & Swim Center
14081	7/28/2021	XEROX FINANCIAL SERVICES	ADMINISTRATIVE EXPENSES	298.70	Tennis & Swim Center
14080	7/28/2021	WILSON SPORTING GOODS	FACILITY EXPENSE	219.53	Tennis & Swim Center
14062	6/28/2021	CANON FINANCIAL SERVICES INC	CANON COPIER LEASES	215.31	Tennis & Swim Center
14062	6/28/2021	CANON FINANCIAL SERVICES INC	CANON COPIER LEASES	215.31	Tennis & Swim Center
14062	6/28/2021	CANON FINANCIAL SERVICES INC	CANON COPIER LEASES	215.31	Tennis & Swim Center
14062	6/28/2021	CANON FINANCIAL SERVICES INC	CANON COPIER LEASES	215.31	Tennis & Swim Center
14062	6/28/2021	CANON FINANCIAL SERVICES INC	CANON COPIER LEASES	215.31	Tennis & Swim Center
14063	6/28/2021	CANON SOLUTIONS AMERICA, INC	COPIER SERVICE PROGRAM	180.22	Tennis & Swim Center
14059	6/23/2021	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- T&SC	160.00	Tennis & Swim Center



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14072	7/12/2021	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- T&SC	160.00	Tennis & Swim Center
14064	7/6/2021	ADP, INC	ADMINISTRATIVE EXPENSES	99.37	Tennis & Swim Center
14080	7/28/2021	WILSON SPORTING GOODS	FACILITY EXPENSE	89.52	Tennis & Swim Center
14056	6/23/2021	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	7.50	Tennis & Swim Center
14055	6/23/2021	IMAGE SOURCE	ADMINISTRATIVE EXPENSES	2.20	Tennis & Swim Center
14071	7/12/2021	IMAGE SOURCE	ADMINISTRATIVE EXPENSES	2.20	Tennis & Swim Center
Total Amount for 43 Line Item(s) from Tennis & Swim Center				\$37,284.23	
GRAND TOTAL for 43 Line Items				\$37,284.23	

Department	Agenda Headings	Agenda Title/Future Agenda
25-Aug		
1 CM	Presentation	By the Clean Power Alliance regarding commucation plan for the City's October
2 FIN	Consent	Adoption of Resolution No. 2021-1742, full-time salary and benefits
3 FIN	New Business	Cost Allocation Plan
4 AS	New Business	Award of Janitorial services PSA
5 CC	New Business	Discussion of resolution(s) before the League of California Cities (League) Annual Meeting on September 24, 2021
6 CC	New Business	City Council discussion and direction regarding public meetings
7 CD	New Business	Amendment to the City's Story Pole Procedures
8 CD	New Business	Planning Commission recommendation regarding short term rentals – exemptions
9 CC	New Business	Consideration of letter of opposition regarding AB 215
10 FIN	Continued Business	Consideration of City's pension unfunded accrued liability

Future Items		
11 CD	New Business	Housing Element review/adoption
12 PS	New Business	Use of technology (satellite phones) during emergencies
13 CD	New Business	Climate Action Plan
14 CD	Continued Business	MOU for Village Mobile Home Estates
15 CD	Closed Session	Craftsman's Corner annexation
16 CC	Special	Council priority setting session/workshop
17 CC	New Business	Council discussion on the use Woolsey Fire settlement funds
18 HR	New Business	HR Guidelines update
19 CS	Consent	Approving applications for per Capita Grant Funds
20 PW	New Business	Recommendation from the Environmental Commission regarding drought preparedness, water conservation and use of anticoagulants at landscape districts
21 PW	New Business	Fiber optic master plan recommendation
22 PW	New Business	Environmental Commission recommendation regarding gas leaf blowers
23 CM	New Business	Discussion on how to be best engage/utilize Commissions
24 PW	New Business	PS and TTC recommendation regarding Automatic Plate Readers Report
25 CD/Finance	New Business	Annexation update
26 PW	New Business	MTA's review of fare-free transit services
27 CA	New Business	Closed session regarding State's mandate for affordable housing
28 CC	Presentation	Chuck Becerra and Sheriff's discussion on use of force
29 CC	New Business	Council Protocols regarding email policy and State of the City

2021 Meeting Dates	
Sep 8 - Canceled-Rosh Hashanah	Oct 27
Sep 22 - Canceled-League of California Cities Annual Conference/Expo	Nov 10
Sep 28 - Housing Element	Nov 24 - Canceled-Thanksgiving Eve
Oct 13	De 8 - Council Reorganization
	Dec 22 - Canceled