



CITY of CALABASAS  
CITY COUNCIL AGENDA  
REGULAR MEETING – WEDNESDAY, SEPTEMBER 14, 2022  
7:00 P.M.  
ZOOM TELECONFERENCE  
[www.cityofcalabasas.com](http://www.cityofcalabasas.com)

**IMPORTANT NOTICE REGARDING THE SEPTEMBER 14, COUNCIL MEETING**

Pursuant to Assembly Bill 361 and Government Code Section 54953, this meeting is being conducted utilizing teleconferencing and electronic means. Members of the City Council may teleconference into the meeting without noticing each teleconference location from which a member is participating in a public meeting. The meeting will be broadcast on CTV Channel 3 and the live stream of the meeting may be viewed online at [www.cityofcalabasas.com/ctvlive](http://www.cityofcalabasas.com/ctvlive).

Members of the public may join the meeting via Zoom teleconference using steps listed below:

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

<https://cityofcalabasas.zoom.us/j/85406512923?pwd=WWRzMlVieG02S2RmbVk0UUIINTkZwUT09>

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Webinar ID: 854 0651 2923

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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; Existing Litigation (Gov. Code Section 54956.9(d)(1))  
Case Names: THNC Canyon Oaks LLC v. City of Calabasas, et al., Los Angeles County Superior Court Case No. 21STCP01819; related to Building Industry Association of Southern California v. City of Calabasas, et al., Los Angeles County Superior Court Case No. 21STCP02726

## **OPENING MATTERS**

Call to Order/Roll Call of Councilmembers  
Pledge of Allegiance  
Approval of Agenda  
Report on Closed Session

## **PRESENTATIONS**

- To Charlotte Meyer for her work on the Senior Center's TECH Help Program
- [Sheriff's Crime Report - July 2022](#)

## **ANNOUNCEMENTS/INTRODUCTIONS**

## **ORAL COMMUNICATION – PUBLIC COMMENT**

## **CONSENT ITEMS**

1. [Approval of August 24, 2022 minutes](#)
2. [Adoption of Resolution No. 2022-1814, reaffirming and extending the existence of a local state of emergency due to the Novel Corona Virus Covid-19 pandemic](#)
3. [Adoption of Resolution No. 2022-1813, authorizing continued remote teleconference meetings of the Calabasas City Council and City Commissions pursuant to Government Code Section 54953\(e\)](#)

4. [Recommendation to approve a Professional Services Agreement \(PSA\) with ECS Imaging, Inc. for Laserfiche Cloud licensing and support of the City's Enterprise Content Management System \(ECMS\); migration of City Council and Commission agenda packets; and conversion of Microfiche permit records for an amount not to exceed \\$130,000](#)
5. [Adoption of Resolution No. 2022-1815, approving the Public Agencies Post-Employment Benefits Trust administered by Public Agency Retirement Services \(PARS\)](#)
6. [Investment report for the quarter ending June 30, 2021; September 30, 2021; December 31, 2021; March 30, 2022; and June 30, 2022](#)
7. [Authorization to approve and add Amendment No. 2 for additional funding in the amount of \\$30,000 to the Professional Services Agreement with Illini Companies, Inc. DBA Commercial Aquatics, Inc.](#)
8. [Authorization to approve and add Amendment No. 1 for additional funding in the amount of \\$10,000 to the Professional Services Agreement with The Sauce Creative Services Corp.](#)
9. [Authorization to approve and add Amendment No. 1 for additional funding in the amount of \\$25,000 to the Professional Services Agreement with the A Rental Connection](#)
10. [Recommendation to establish the Calabasas Community Foundation, Inc., a nonprofit public benefit corporation \(501 \(c\) 3\)](#)
11. [Recommendation to approve a Professional Services Agreement with MNS Engineers, Inc. for Mulholland Highway improvements design in an amount not exceed \\$564,150](#)

#### **CONTINUED BUSINESS**

12. [Recommendation to approve a Memorandum of Understanding with Unlimited Play, Inc.; a Professional Services Agreement with PlayPower Little Tikes Farmington, Inc. not-to-exceed \\$1,500,000, utilization of Sourcewell; and funding to replace playground equipment at Brandon's Village/Gates Canyon Park](#)

#### **INFORMATIONAL REPORTS**

13. [Check Register for the period of August 13-August 25, 2022](#)

## **TASK FORCE REPORTS**

## **CITY MANAGER'S REPORT**

## **FUTURE INFORMATION/AGENDA ITEMS**

## **ADJOURN**

The City Council will adjourn to a regular meeting on Wednesday, September 28, 2022, at 7:00 p.m.



# OFFICE OF THE SHERIFF

COUNTY OF LOS ANGELES

HALL OF JUSTICE

ALEX VILLANUEVA, SHERIFF  
(818) 878-1808



August 8, 2022

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

Dear Mr. Meik:

Listed below are the year-to-date crime statistic comparisons for the City of Calabasas for the month of July 2022.

## I. CRIME STATISTICS

CRIME	CURRENT MTH	YTD 2022	YTD 2021	CHANGE
Homicide	0	0	0	0
Rape	0	3	5	-2
<b>Robbery</b>				
Armed	0	2	1	1
Strong-Arm	1	2	8	-6
Assault	0	6	8	-2
<b>Burglary</b>				
Residential	3	25	12	13
Business	1	13	11	2
Garage/Out-Building	1	7	3	4
Vehicle (locked)	8	40	21	19
<b>Theft</b>				
Grand (\$950 +)	5	44	29	15
Petty	2	32	38	-6
Vehicle (unlocked)	3	27	35	-8
Grand Theft Vehicle	3	16	15	1
Arson	0	2	3	-1
Domestic Violence Felony	0	4	2	2
<b>Total Part I Crimes</b>	<b>27</b>	<b>223</b>	<b>191</b>	<b>+32</b>
<b>Percent Change</b>				<b>+16.8%</b>
Domestic Violence Misdemeanor	2	25	25	0
Swatting	0	1	1	0

211 WEST TEMPLE STREET, LOS ANGELES, CALIFORNIA 90012

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— Since 1850 —

II. NOTEWORTHY INCIDENTS

A robbery was reported in the 26500 block of Agoura Road. The suspect, a female, entered the location after placing a carry-out order. The suspect was given the food and the check for payment of \$116. One employee observed the suspect place only a \$5 bill in the card holder and began to walk away. The employee attempted to stop the suspect and the suspect with an open hand slapped the top of the employee's hand and forcibly pushed the victim. (22-03710)

An attempt residential burglary occurred in the 5500 block of Parkmor Road. The victim was alerted by the home security system that two suspects, male adults, wearing all black clothing entered the home's backyard by climbing over a side wall. The suspects walked to the side of the residence and removed a security screen from a kitchen window. The suspects then ran out of the backyard without making entry. (22-04205)

Four incidents of vehicle burglary were reported in the 25100 block of Calabasas Road. All the victims were hiking during the time of the incidents. All the vehicles had their windows smashed. Property stolen consisted of a purse, backpacks, a Marc Jacobs bag, keys, wallets, U.S. currency, credit card, and cameras. One victim received fraudulent charge notifications on their stolen credit card which was used at a Woodland Hills Target. (22-03532, 03747, 03911, 04173)

III. TRAFFIC

See attached.

IV. AGENDIZED CAR

See attached

V. CRIME PREVENTION

See attached

VI. JUVENILE INTERVENTION TEAM

See attached.

**VII. ARREST STATISTICS**

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

	YEAR TO DATE 2022		CURRENT MONTH JULY	
	ADULT	JUVENILE	ADULT	JUVENILE
Criminal Homicide	0	0	0	0
Forcible Rape	0	0	0	0
Robbery	2	0	0	0
Aggravated Assault	5	0	0	0
Burglary	1	0	0	0
Larceny Theft	7	4	0	0
Grand Theft Auto	0	0	0	0
Arson	1	0	0	0
Forgery	3	0	0	0
Fraud and NSF checks	6	0	0	0
Sex Offenses, Felonies	0	0	0	0
Sex Offenses, Misdemeanors	2	0	0	0
Non-Aggravated Assaults	9	1	0	1
Domestic Violence, Felony	1	0	0	0
Domestic Violence, Misd.	17	0	1	0
Weapon Laws	8	1	2	0
Offenses Against Family	1	0	0	0
Narcotics	21	0	3	0
Liquor Laws	0	0	0	0
Drunk/Alcohol/Drugs	5	0	0	0
Disorderly Conduct	1	0	0	0
Vagrancy	0	0	0	0
Gambling	0	0	0	0
Drunk Driving Vehicle/Boat	16	0	1	0
Vehicle/Boating Laws	35	0	5	0
Vandalism	3	3	0	0
Warrants	57	0	5	0
Receiving Stolen Property	2	0	0	0
Federal Offenses W/O Money	0	0	0	0
Federal Offenses With Money	0	0	0	0
Felonies, Miscellaneous	3	0	0	0
Misdemeanors, Miscellaneous	12	0	3	0
<b>ARREST TOTALS</b>	<b>218</b>	<b>9</b>	<b>20</b>	<b>1</b>

Sincerely,

ALEX VILLANUEVA, SHERIFF



Jennifer L. Seetoo, Acting Captain  
Malibu/Lost Hills Station

<b>COLLISION SUMMARY*</b>	<b>This Month</b>	<b>Month Year Prior</b>	<b>Total YTD</b>	<b>Total Prior YTD</b>	<b>Change +/-</b>
<b>Total Collisions - Excluding Private Property</b>	18	11	58	65	-7
Fatal Collisions	0	0	0	0	0
Injury Collisions	8	4	17	24	-7
Property Collisions	10	7	41	41	0
Private Property Collisions	3	4	15	17	-2
DUI Collisions with Injuries	0	0	0	2	-2
DUI Collisions with Property Damage	0	0	2	2	0
<b>Total Pedestrian Collisions</b>	0	0	0	0	0
Pedestrians Killed	0	0	0	0	0
Pedestrians Injured	0	0	0	0	0
<b>Total Hit &amp; Run Collisions</b>	2	2	12	6	+6
Hit & Run Fatalities	0	0	0	0	0
Hit & Run Injuries	1	0	1	1	0
Hit & Run Property Only	1	2	11	5	+6
<b>CITATION SUMMARY*</b>	<b>This Month</b>	<b>Month Year Prior</b>	<b>Total YTD</b>	<b>Total Prior YTD</b>	<b>Change +/-</b>
<b>Traffic Total</b>	97	262	1159	1528	-369
Hazardous Violations	77	185	664	911	-247
Non-Hazardous Violations	14	52	274	296	-22
Parking Violations	5	24	208	296	-88
DUI Arrests	1	1	13	25	-12

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



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

**Traffic Analysis Report**

8/10/2022 City of CALABASAS

Date Range Reported: 7/1/2022 to 7/31/2022

	This Period	Year-to-Date
<b>Total Collisions</b>	18	106
<b>Total Collisions Involving Fatality</b>	0	0
<b>Total Collisions Involving Injury</b>	8	35
<b>Total Collisions Involving Property Damage</b>	10	71
<b>Total Fatalities</b>	0	0
<b>Total Injuries</b>	11	48
<b>Total DUI Collisions</b>	0	7
<b>DUI Collisions Involving Fatality</b>	0	0
<b>DUI Collisions Involving Injury</b>	0	2
<b>DUI Collisions Involving Property Damage</b>	0	5
<b>Total DUI Fatalities</b>	0	0
<b>Total DUI Injuries</b>	0	3
<b>DUI Arrests</b>	1	13
<b>Total Non-DUI Collisions</b>	18	99
<b>Non-DUI Collisions Involving Fatalities</b>	0	0
<b>Non-DUI Collisions Involving Injuries</b>	8	33
<b>Non-DUI Collisions Involving Property Damage</b>	10	66
<b>Total Non-DUI Fatalities</b>	0	0
<b>Total Non-DUI Injuries</b>	11	45
<b>Private Property Collisions</b>	3	25
<b>Total Bicycle Collisions</b>	1	1
<b>Total Pedestrian Collisions</b>	0	2
<b>Total Citations</b>	115	1477
<b>Hazardous Citations</b>	102	1275
<b>Non-Hazardous Citations</b>	13	202
<b>Seat Belt Citations</b>	0	3
<b>Child Restraint Citations</b>	0	1
<b>Traffic Enforcement Index</b>	12.8	36.4
<b>Traffic Collision Index</b>	1.3	2.0
<b>DUI Index</b>	0	6.5
<b>Safety Restraint Index</b>	0	0.00
<b>Most Frequent Primary Collision Factor</b>	Unsafe Speed	Improper Turning
<b>Most Frequently Cited Violation</b>	22350: UNSAFE SPEED	22350: UNSAFE SPEED

Footnotes:

Traffic Enforcement Index	Haz Citations + DUI Arrests / Fatal & Injury Collisions (20:1)
Traffic Collision Index	Non-Injury Collisions / Fatal + Injury Collisions (2.5:1)
DUI Index	DUI Arrests / DUI Fatal + Injury Collisions (10:1)
Safety Restraint Index	Seat Belt + Child Restraint Citations / Haz + Non-Haz Citations

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

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*City of CALABASAS*

*Date Range Reported: 7/1/2022 to 7/31/2022*

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**Total No. of Collisions: 18 Injury: 8 Non-Injury: 10 Fatal: 0 Private Property: 3**

**Total No. of Citations: 91 Hazardous Cites: 77 Non-Hazardous Cites: 14**

**Collisions by Reporting Districts**

<u>Reporting District</u>	<u>No.</u>	<u>Location</u>
2241	1	at Lost Hills Rd and Rt 101 Sboff/R
2242	1	at Las Virgenes Rd and Lost Hills Rd
2243	1	at Las Virgenes Rd and Thousand Oaks Blvd
2244	1	at 26557 Agoura Rd and Private Property
2245	2	at Calabasas Rd and Parkway Calabasas
	2	at Separate Locations
2246	4	at Separate Locations
2248	3	at Separate Locations
2249	3	at Separate Locations

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**Collision Occurred Most Frequently On:**

<u>Street Name</u>	<u>Number of Collisions</u>
Parkway Calabasas	4
4 at at Separate Locations	
Lost Hills Rd	2
2 at at Separate Locations	
Calabasas Rd	1
1 at Parkway Calabasas	
Commons Way	1
1 at Calabasas Rd	
Dardenne St	1
1 at Algonaut Dr	

<b>Eddingham Av</b>		<b>1</b>
	1 at Adamsville Av	
<b>Las Virgenes Rd</b>		<b>1</b>
	1 at Thousand Oaks Blvd	
<b>Mulholland Hwy</b>		<b>1</b>
	1 at Dry Canyon Cold Creek Rd (1)	
<b>Old Topanga Canyon Rd</b>		<b>1</b>
	1 at Canon Dr (N)	
<b>Park Sorrento</b>		<b>1</b>
	1 at Park Adelfa	
<b>Paseo Primario</b>		<b>1</b>
	1 at Consuelo Dr	

***Primary Collision Factors:***

<u>Violations</u>	<u>Description</u>	<u>Number of Collisions</u>
22350	Unsafe Speed	7
22106	Unsafe Start Or Backing	4
		2
24004	Unlawful Operation After Notice By Officer	1
23103(a)	Reckless Driving	1
21806(a)	Fail To Yield To Emergency Vehicle	1
21801(a)	Left Turns Or U-Turns Yield To Other Vehicles	1
21453(a)	Red Signal; Failure To Stop	1

***Violations Most Frequently Cited:***

<u>Violations</u>	<u>Description</u>	<u>Number of Citations</u>
22350	Unsafe Speed	34
38300	Off-Highway Vehicle, Disobey Signs	23
22450(a)	Failure To Stop For Posted Stop Sign	10
4000(a)(1)	Vehicle Registration Required	6
12500A		4
16028(a)	Proof Of Financial Liability-Traffic Accident	4
26708(a)(		3
12500(a)	Unlicensed Driver	2
21453(b)	Stop; Yield Before Making Turn	2
23123(a)	Using Wireless Hand Held Phone While Driving	2
26708A1		2
5200(a)	License Plates, Two On A Vehicle Front/Rear	2
5200A		2
12951A		1
14601.1(a)	Driving With Suspended License	1
14601.1A		1
14601.2A		1

21453(a)	Red Signal; Failure To Stop	1
22101(d)	Req'd Or Prohibited Turn; Fail To Obey Sign	1
22107	Unsafe Turning Movement	1
22349(a)	Speeding, Excess Of 65 Mph	1
22349A		1
23123.5A		1
23152(b)	Dui, .08 Bac Or Greater	1
24250	No Headlight During Dark	1
27150		1
27600	Mudguards Required	1
4000A1		1
4462.5	Evidence Of Registration, Intent To Avoid Fees	1
4464	Altered License Plates	1
5201(d)	Obstructed License Plate	1
5204(a)	Current Month And Year Tabs Attached	1
5204A		1

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***Collisions Involving Pedestrians: 0***

**Most Frequent Violations**

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***Collisions Involving Bicyclists: 1***

**Most Frequent Violations**

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

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**Monthly Traffic Collision Report**

**8/10/2022**     *City of CALABASAS*

**Date Range Reported: 7/1/2022 to 7/31/2022**

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**Collisions**

Total Non-Injury Collisions	10
Total Injury and Fatal Collisions	8
Total Collisions (Injury + Non-Injury)	18

**DUI Collisions**

Number of DUI Collisions with Fatalities	0
Number of DUI Collisions with Injuries	0
Number of DUI Collisions Involving Property Damage	0
Total Number of DUI Collision Deaths	0
Total Number of DUI Collision injuries	0
Total Number of DUI Collisions	0
Total Actual Number of DUI Arrests	1

**Non-DUI Collisions**

Number of Non-DUI Collisions with Fatalities	0
Number of Non-DUI Collisions with Injuries	8
Number of Non-DUI Collisions Involving Property Damage	10
Total Number of Non-DUI Collision Deaths	0
Total Number of Non-DUI Collision injuries	11

**Vehicle/Pedestrian Collisions**

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

**Vehicle/Bicycle Collisions**

Number of Vehicle/Bicycle Collisions with Fatalities	0
Number of Vehicle/Bicycle Collisions with Injuries	1
Total Number of Vehicle/Bicycle Collision Fatalities	0
Total Number of Vehicle/Bicycle Collision Injuries	1

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**Hit & Run Collisions**

Total Number of Hit & Run Fatalities	0
Total Number of Hit & Run Injuries	1
Total Number of PDO Hit & Run Collisions	1

**Traffic Citations**

Total Number of Radar Citations Issued	43
Total Number of Bicycle Citations Issued	0
Total Number of Pedestrian Citations Issued	0
Total Number of Safety Belt Citations Issued	0
Total Number of Child Restraint Citations Issued	0
Total Number of Financial Responsibility Citations Issued	5
Total Number of Hazardous Citations Issued	102
Total Number of Non-Hazardous Citations Issued	13
Total Number of Citations Issued	115

**Parking Citations**

Total Number of Parking Citations Issued	0
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**Miscellaneous**

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

**Enforcement Index**

Enforcement Index	12.8
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**LOST HILLS JUVENILE INTERVENTION UNIT  
ACTIVITY REPORT FOR JULY 2022  
CALABASAS**

**A. SCHOOL ISSUES**

LVUSD on summer break

**B. INTERVENTIONS**

Counseled parents and juveniles re: multiple incidents at shopping centers, community parks, and miscellaneous concerns within our jurisdiction.

**C. COMMUNITY / CRIMINAL ISSUES**

1. We spoke with numerous citizens and parents who called to question various juvenile concerns and issues in the community. We also provide the parents with resource programs within our community.
2. We inquired with the Sylmar Juvenile Court District Attorney regarding the investigation and filing of criminal charges against juvenile offenders.
4. Met with Captain Jennifer Seetoo throughout the month to keep her up to date regarding our unit's investigations and current juvenile issues within our city.
5. Entered juveniles into the Juvenile Automated Index system for various violations.
6. We-investigated, prepared, and filed cases with the District Attorney's office. We additionally assisted other investigators in the preparation of cases for court.
7. Met with station narcotic detectives to exchange information regarding juvenile and drug related issues.
8. Handled the processing and follow-up of various juvenile referrals brought to the attention of this unit for various juvenile contacts with uniform personnel.
9. Conducted our normal checks of juvenile problem areas in the city during weekend evenings and responded to juvenile related calls for service.
10. Updated the Gang Book and briefed the captain on criminal activity trends.
11. Registered 3 sexual predators and updated information in database.
12. Month End Reports completed.
13. Assisted Records Sealing Unit with several cases.
14. Assisted Patrol re: CARP, backfill behind patrol/shortage, mandatory overtime.
15. Assisted JIU and NARCO with Search Warrant Operations.
16. Active Shooter Training at Lupin Hill Elementary School

**MINUTES OF A REGULAR MEETING  
OF THE CITY COUNCIL OF THE CITY OF CALABASAS, CALIFORNIA  
HELD WEDNESDAY, AUGUST 24, 2022**

Mayor Maurer called the Closed Session to order at 6:00 p.m. via Zoom Teleconferencing.

1. Conference with Legal Counsel; Initiation of Litigation  
(Gov. Code § 54956.9(d)(4))  
Number of Potential Cases: 1.
  
2. Conference with Legal Counsel; Existing Litigation  
(Gov. Code Section 54956.9(d)(1))  
Case name: Westin v City of Calabasas, et al. Central District of California  
Case No. CV22-3788-VBF(DFM)

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

Absent: None

Mayor Maurer called the Open Session to order at 7:03 p.m. via Zoom Teleconferencing.

**ROLL CALL**

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

Absent: None

Staff: Ahlers, Green, Hernandez, Meik, Mendoza and Summers

**PLEDGE OF ALLEGIANCE**

The Pledge of Allegiance was led by Manny Fernandez.

**APPROVAL OF AGENDA**

Mayor Maurer announced that Item No. 7 would be presented before Consent. Additionally, Freedom Park would not be discussed at this time.

**Councilmember Kraut moved, seconded by Councilmember Weintraub to approve the agenda with the modifications. MOTION CARRIED 5/0 by Roll Call Vote as follows:**

**AYES:** Mayor Maurer, Mayor pro Tem Shapiro, Councilmembers Bozajian, Kraut



and Weintraub

## **CITY ATTORNEY REPORT ON CLOSED SESSION**

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

### **PRESENTATIONS**

- Rotary Club of Calabasas end of year update

Dr. Manny Fernandez presented an update on the Neighbors in Need Program.

- Fire Department Update

Fire Chief Drew Smith and Megan Currier presented an update.

- Sheriff's Crime Report - May and June 2022

Deputy De Matteo presented the reports.

### **ANNOUNCEMENTS/INTRODUCTIONS**

Members of the Council made the following announcements:

Mayor pro Tem Shapiro

- Reminded everyone to drive with caution and be mindful of children as schools are now session.
- Extended an invitation to the last SunSets Concert Series on August 28.

Councilmember Kraut

- Shared that the AHCCC RFP for roof repairs has been extended to September 1. Additionally, he extended an invitation to the JPIA Board meeting on August 25.

Councilmember Weintraub

- Welcomed everyone back to school and reminded to drive with caution.

Mayor Maurer

- Reiterated the importance of safety precautions now that schools are in session and asked parents to leave their homes thirty minutes earlier to avoid rushing.
- The Mayor's Youth Council is hosting a clothing drive to benefit the Hope of the Valley. Donations will be accepted outside the Library on September 17.

- Extended an invitation to the Mayor's Youth Council Young Voter night on September 20.

**ORAL COMMUNICATIONS – PUBLIC COMMENT**

None.

**NEW BUSINESS**

- 7. City Council direction and funding approval for four (4) park projects, as indicated in the attached PowerPoint and includes; De Anza Sport Court, Gates Canyon Park, and Wild Walnut Park

Ms. Green presented a report on De Anza Sport Court.

Matt Zone, Francisco Rivera, Jeff Tufaro, Gavin Linderman, David Katzner, Robbie Amodio, Todd Chayet, Katie Morgan, Miguel Enciso, Rose Dunn, Marcin, Kathrin Nolan, Brendon Jasso, Ryan Stomel, Hayden Day and Rose Beemer spoke during public comment.

**After discussion, Mayor pro Tem Shapiro moved, seconded by Councilmember Kraut to direct staff to proceed with the resurfacing and re-stripping of the De Anza outdoor court to accommodate basketball, pickleball and hockey. MOTION CARRIED 5/0 by Roll Call Vote as follows:**

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

**Councilmember Bozajian moved, seconded by Councilmember Kraut to approve additional funding of up to \$95,000 of ARPA funds to resurface and re-stripping the De Anza outdoor court. MOTION CARRIED 5/0 by Roll Call Vote as follows:**

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

**Mayor pro Tem Shapiro moved, seconded by Mayor Maurer to approve exploring a partnership with the Los Angeles Kings and return to Council for further direction. MOTION CARRIED 4/1 by Roll Call Vote as follows:**

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

NOES: Weintraub

**Councilmember Kraut moved, seconded by Councilmember Weintraub to direct staff to continue to identify other pickleball locations. MOTION CARRIED 5/0 by Roll Call Vote as follows:**

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

The meeting recessed at 9:38 p.m.  
The meeting reconvened at 9:48 p.m.

Ms. Green and Mr. Sippel presented a report on Gates Canyon Park.

**Discussion regarding Gates Canyon Park was tabled until a representative from Sourcewell can provide additional information.**

Ms. Green presented a report on Wild Walnut Park.

Roza Besser, Ed Albrecht and Ariana Rajaei spoke during public comment.

Mr. Yalda addressed the City Council regarding Wild Walnut Park.

**After discussion, Mayor pro Tem Shapiro moved, seconded by Councilmember Weintraub to direct staff to revise the Capital Improvement Project to reflect that it will be completed in one phase instead of three phases as previously planned. MOTION CARRIED 5/0 by Roll Call Vote as follows:**

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

### **CONSENT**

1. Approval of August 10, 2022 minutes
2. Adoption of Resolution No. 2022-1810, approving a Benefits Program for full-time permanent employees and rescinding Resolution No. 2022-1795
3. Adoption of Resolution No. 2022-1812, to record a Nuisance Abatement Lien against real property located at APN No. 2072-031-011, in the City of Calabasas
4. Authorization to approve Amendment No. 1 for additional funding in the amount of \$100,000 to the existing Professional Services Agreement with Secural Security Corporation

5. Authorization to award a three-year contract in an amount not to exceed \$550,000 to Peerless Building Maintenance for janitorial services for Calabasas City Hall, Library and the Senior Center and special event cleanings for Founders Hall, Senior Center and Juan Bautista de Anza Park

**Councilmember Weintraub moved, seconded by Councilmember Kraut to approve Consent Item Nos. 1-5. MOTION CARRIED 5/0 by Roll Call Vote as follows:**

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

### **CONTINUED BUSINESS**

6. Comparison of PARS versus CalPERS Internal Revenue Code Section 115 Trust; selection of City 115 Trust administrator; and adoption of Resolution No. 2022-1811, appropriating \$2,000,000 for the Pension 115 Trust and \$250,000 for the OPEB 115 Trust

Mr. Ahlers presented the report.

Brian Cameron spoke to during public comment.

**Mayor pro Tem Shapiro moved to go with CalPERS for the OPEB and with PARS for the Pension 115 Trust. Motion failed due to lack of a second.**

**Councilmember Kraut moved, seconded by Councilmember Bozajian to approve PARS as the sole administrator of the Pension 115 Trust and OPEB 115 trust and to adopt Resolution No. 2022-1811. MOTION CARRIED 3/2 by Roll Call Vote as follows:**

**AYES:** Mayor Maurer and Councilmembers Bozajian and Kraut

**ABSTAIN:** Mayor pro Tem Shapiro and Councilmember Weintraub

### **INFORMATIONAL REPORTS**

8. Check Register for the period of July 26-August 12, 2022

**No action taken on this item.**

### **TASK FORCE REPORTS**

Councilmember Kraut reported his attendance to a Government Affairs

meeting with the Chamber of Calabasas.

Councilmember Bozajian reported his attendance to the California Contract Cities Association Annual BBQ. He also reported that he would be attending the League of California Cities Annual Conference and Expo.

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

None.

### **FUTURE INFORMATION/AGENDA ITEMS**

Councilmember Weintraub requested a future discussion to oppose the Los Angeles Charter Amendment that gives the Board of Supervisors authority to remove the Sheriff. Additionally, she expressed concern about residents being dropped from their homeowner's insurance and requested a townhall meeting with the Insurance Commissioner.

Mayor Maurer congratulated Council and staff for their hard work.

### **ADJOURN**

The City Council adjourned at 11:19 p.m. to a regular meeting on Wednesday, September 14, 2022, at 7:00 p.m.

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



*CITY of CALABASAS*

**CITY COUNCIL AGENDA REPORT**

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**DATE:** AUGUST 29, 2022

**TO:** HONORABLE MAYOR AND COUNCILMEMBERS

**FROM:** KINDON MEIK, CITY MANAGER  
**BY:** MARICELA HERNANDEZ, MMC, CPMC, CITY CLERK

**SUBJECT:** ADOPTION OF RESOLUTION 2022-1814, REAFFIRMING AND EXTENDING THE EXISTENCE OF A LOCAL STATE OF EMERGENCY DUE TO THE COVID-19 PANDEMIC

**MEETING**

**DATE:** SEPTEMBER 14, 2022

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**SUMMARY RECOMMENDATION:**

Staff recommends the City Council adopt Resolution No. 2022-1814, 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.



On August 11, 2021, the City Council reaffirmed and extended the existence of a Local State of Emergency due to the Novel Coronavirus COVID-19 Pandemic.

On September 28, 2021, the City Council reaffirmed and extended the existence of a Local State of Emergency due to the Novel Coronavirus COVID-19 Pandemic.

On November 10, 2021, the City Council reaffirmed and extended the existence of a Local State of Emergency due to the Novel Coronavirus COVID-19 Pandemic.

On December 1, 2021, the City Council reaffirmed and extended the existence of a Local State of Emergency due to the Novel Coronavirus COVID-19 Pandemic.

On January 26, 2022, the City Council reaffirmed and extended the existence of a Local State of Emergency due to the Novel Coronavirus COVID-19 Pandemic.

On March 23, 2022, the City Council reaffirmed and extended the existence of a Local State of Emergency due to the Novel Coronavirus COVID-19 Pandemic.

On May 18, 2022, the City Council reaffirmed and extended the existence of a Local State of Emergency due to the Novel Coronavirus COVID-19 Pandemic.

On June 22, 2022, 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.

**RECOMMENDATION:**

Staff, therefore, recommends that the City Council adopt Resolution 2022-1814, 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. 2022-1814

**ITEM 2 ATTACHMENT  
RESOLUTION NO. 2022-1814**

**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 16<sup>th</sup> day of March 2020, and issued Executive Orders to protect public health and safety; and

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

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

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

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

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

**WHEREAS**, the City 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**, the City Council of the City of Calabasas ratified the proclamation of a local emergency on August 11, 2021, by adoption of Resolution No. 2021-1743; and

**WHEREAS**, the City Council of the City of Calabasas ratified the proclamation of a local emergency on September 28, 2021, by adoption of Resolution No. 2021-1753; and

**WHEREAS**, the City Council of the City of Calabasas ratified the proclamation of a local emergency on November 10, 2021, by adoption of Resolution No. 2021-1756; and

**WHEREAS**, the City Council of the City of Calabasas ratified the proclamation of a local emergency on December 1, 2021, by adoption of Resolution No. 2021-1764; and

**WHEREAS**, the City Council of the City of Calabasas ratified the proclamation of a local emergency on January 26, 2022, by adoption of Resolution No. 2022-1772; and

**WHEREAS**, the City Council of the City of Calabasas ratified the proclamation of a local emergency on March 23, 2022, by adoption of Resolution No. 2022-1777; and

**WHEREAS**, the City Council of the City of Calabasas ratified the proclamation of a local emergency on May 18, 2022, by adoption of Resolution No. 2022-1789; and

**WHEREAS**, the City Council of the City of Calabasas ratified the proclamation of a local emergency on June 22, 2022, by adoption of Resolution No. 2022-1799; 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 14<sup>th</sup> day of September 2022.**

\_\_\_\_\_  
Mary Sue Maurer, 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**

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**DATE:** AUGUST 29, 2022

**TO:** HONORABLE MAYOR AND COUNCILMEMBERS

**FROM:** KINDON MEIK, CITY MANAGER  
**BY:** MARICELA HERNANDEZ, MMC, CPMC, CITY CLERK

**SUBJECT:** ADOPTION OF RESOLUTION 2022-1813, AUTHORIZING CONTINUED REMOTE TELECONFERENCE MEETINGS OF THE CALABASAS CITY COUNCIL AND CITY COMMISSIONS PURSUANT TO GOVERNMENT CODE SECTION 54953(e)

**MEETING**  
**DATE:** SEPTEMBER 14, 2022

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**SUMMARY RECOMMENDATION:**

Staff recommends the City Council adopt Resolution No. 2022-1813, authorizing continued remote teleconference meetings of the Calabasas City Council and City Commissions pursuant to Government Code Section 54953(e).

**REPORT:**

Assembly Bill 361 (AB 361) was signed by the Governor of the State of California on September 16, 2021 and went into effect until October 1, 2021, by Executive Order N-15-21. The Brown Act sets certain restrictions on public agencies holding teleconference meetings. Most notably, public officials attending a meeting virtually must post the agenda in the location they are participating from and allow members of the public to attend the meeting from that space.

AB 361 amends the Brown Act to allow “a local agency to use teleconferencing” during a proclaimed state of emergency without meeting these usual Brown Act

teleconference requirements. Under AB 361, the City may continue having meetings using teleconferencing and virtual meeting technology as long as there is a gubernatorial "proclaimed state of emergency," and either (1) state or local officials imposing or recommending measures that promote social distancing or (2) the legislative body finding that meeting in person would present an imminent safety risk to attendees.

The City Council adopted Resolution Nos. 2021-1751 on October 13, 2021, 2021-1760 on November 10, 2021, 2021-1763 on December 1, 2021, 2022-1768 on January 12, 2022, 2022-1773 on February 9, 2022, 2022-1774 on March 23, 2022, 2022-1779 on April 13, 2022, 2022-1788 on May 10, 2022, 2022-1787 on June 8, 2022, and 2022-1800 on June 22, 2022, and 2022-1805 on August 10, 2022, finding that the requisite conditions exist for the Calabasas City Council Commissions to conduct teleconference meetings under California Government Code Section 54953(e).

Determinations by the City Council that the emergency affects the ability to meet safely in person must be renewed every 30 days by passing a resolution.

**RECOMMENDATION:**

That the City Council adopt Resolution No. 2022-1813, authorizing continued remote teleconference meetings of the Calabasas City Council and City Commissions pursuant to Government Code Section 54953(e).

**ATTACHMENT:**

Resolution No. 2022-1813

**ITEM 3 ATTACHMENT  
RESOLUTION NO. 2022-1813**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CALABASAS,  
CALIFORNIA, AUTHORIZING CONTINUED REMOTE TELECONFERENCE  
MEETINGS OF THE CALABASAS CITY COUNCIL AND CITY  
COMMISSIONS PURSUANT TO GOVERNMENT CODE SECTION 54953(e).**

WHEREAS, Government Code section 54953(e), as amended by Assembly Bill No. 361, allows legislative bodies to hold open meetings by teleconference without reference to otherwise applicable requirements in Government Code Section 54953(b)(3), so long as the legislative body complies with certain requirements, there exists a declared state of emergency, and one of the following circumstances is met:

1. State or local officials have imposed or recommended measures to promote social distancing.
2. The legislative body is holding the meeting for the purpose of determining whether as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.
3. The legislative body has determined that, as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

WHEREAS, the Calabasas City Council previously adopted Resolution Nos. 2021-1751 on October 13, 2021; 2021-1760 on November 10, 2021; 2021-1763 on December 1, 2021; 2022-1768 on January 12, 2022; 2022-1773 on February 9, 2022; 2022-1779 on April 13, 2022, 2022-1788 on May 10, 2022, 2022-1787 on June 8, 2022, 2022-1800 on June 22, 2022 and 2022-1805 on August 10, 2022, finding that the requisite conditions exist for the Calabasas City Council and Commissions to conduct teleconference meetings under California Government Code Section 54953(e); and

WHEREAS, Government Code Section 54953(e)(3) requires the Calabasas City Council adopt certain findings by majority vote within 30 days of holding a meeting by teleconference under Government Code Section 54953(e), and then adopt such findings every 30 days thereafter; and

WHEREAS, the Calabasas City Council desires to continue holding its public meetings by teleconference consistent with Government Code Section 54953(e).

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



Section 1. Recitals. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

Section 2. Conditions are Met. The Calabasas City Council hereby finds and declares the following, as required by Government Code Section 54953(e)(3):

1. The Calabasas City Council has reconsidered the circumstances of the state of emergency declared by the Governor pursuant to their authority under Government Code Section 8625;
2. The state of emergency continues to directly impact the ability of members of the Calabasas City Council to meet safely in person; and
3. State and local officials have imposed or recommended measures to promote social distancing.

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 AND ADOPTED by the City Council of the City of Calabasas, this 14<sup>th</sup> day of September 2022.**

\_\_\_\_\_  
Mary Sue Maurer, 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 29, 2022**

**TO: HONORABLE MAYOR AND COUNCILMEMBERS**

**FROM: KINDON MEIK, CITY MANAGER**

**BY: MARICELA HERNANDEZ, MMC, CPMC, CITY CLERK**

**SUBJECT: RECOMMENDATION TO APPROVE A PROFESSIONAL SERVICES AGREEMENT (PSA) WITH ECS IMAGING, INC., FOR LASERFICHE CLOUD LICENSING AND SUPPORT OF THE CITY'S ENTERPRISE CONTENT MANAGEMENT SYSTEM (ECMS); MIGRATION OF CITY COUNCIL AND COMMISSION AGENDA PACKETS; AND CONVERSION OF MICROFICHE PERMIT RECORDS FOR AN AMOUNT NOT EXCEED \$130,000**

**MEETING**

**DATE: SEPTEMBER 14, 2022**

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**SUMMARY RECOMMENDATION:**

That the City Council approve a Professional Services Agreement with ECS Imaging, Inc., to renew the Laserfiche cloud license and support of the City's ECMS for a period of three years; migration of agenda packets; and conversion and indexing of Microfiche permit records.

**REPORT:**

In 2016, the City moved away from SIRE, the previous and antiquated enterprise content management system to Laserfiche on prem-services. Staff found SIRE to be counterproductive and unreliable. Notably, staff encountered on numerous occasions that the document index had cleared itself and staff was unable to complete document text searches. In addition, SIRE search functions were antiquated and

complex, making it infeasible to implement a public web portal enabling members of the public to conduct their own search of City records. In 2021, the City contracted with ECS and moved to Laserfiche cloud-based. ECS worked with staff to transfer all documents and provided training for staff that administers the imaging system. Since the implementation of Laserfiche, City staff has been steadily scanning and indexing its permanent records into the system. Any electronic documents scanned to Laserfiche can be accessed and retrieved throughout the City computer network.

Laserfiche is a leading enterprise content management system, utilized by more than 35,000 organizations worldwide, with a strong emphasis on local government records. ECS Imaging, Inc., is a certified Laserfiche Value Added Reseller (VAR) and specializes in government implementation of Laserfiche. ECS Imaging, Inc. is headquartered in Riverside, California, and is available to provide rapid on-site support as necessary.

Staff evaluated Laserfiche to ensure that it complies with the following criteria:

- Comply with industry-recognized standards relating to security techniques and information security management, and provide administrative users with controls to prevent stored records from being overwritten, deleted, or altered.
- Provide tools and features to enable workflow efficiencies, improve information sharing, improved document searchability, decrease duplication of records, and minimize costs for carrying out the governance of an effective Records and Information Management Program.

#### *Project Description*

Efficient storage and retrieval of documents is critically important to the operations of the City and required under the California Public Records Act. Laserfiche is considered an industry leading Enterprise Content Management System designed to store, track, and reproduce official trustworthy electronic records. Laserfiche captures official documents in a permanent and durable medium and provides storage, retrieval, archiving, and security of these documents. The system does not allow unauthorized modifications or deletions, is verifiable through independent audit. Laserfiche meets the definition of a Trusted System as set forth in California Government Code Sections 12168.7 and 34090.5 and complies with California Code of Regulations 22620.1-22620.8 developed by the Secretary of State.

With Laserfiche, staff plans to implement a Weblink Public Portal providing the public with customizable access to City records in a read-only format. In addition, Building & Safety identified many permit records which are currently in Microfiche. ECS will prep, scan, index, and import Microfiche records directly into Laserfiche. ECS will also migrate City Council and Commission agenda packets into Laserfiche.

ECS has recently been awarded contracts for various services by cities throughout California. Staff has reviewed the scope of services and finds that ECS is offering the City comparatively discounted prices and recommended that the City Council waive the bidding requirements.

**FISCAL IMPACT:**

The proposed agreement with ECS Imaging, Inc., includes a three-year renewal of Laserfiche cloud licensing and support of the City's ECMS for a total cost of \$26,625 per year; a one-time cost of \$37,750 to convert and index Microfiche permit records into Laserfiche; and one-time cost of \$5,600 to migrate City Council and Commission agenda packets into Laserfiche.

**RECOMMENDATION:**

1. Approve a Professional Services Agreement with ECS Imaging, Inc., for a not to exceed amount of \$130,000.
2. Waive the competitive bidding requirements.

**ATTACHMENT:**

- A. Professional Services Agreement



CITY of CALABASAS

ITEM 4 ATTACHMENT A

**PROFESSIONAL SERVICES AGREEMENT**

**CONTRACT SUMMARY**

<b>Name of Contractor:</b>	ECS Imaging, Inc.
<b>City Department in charge of Contract:</b>	City Clerk
<b>Contact Person for City Department:</b>	Maricela Hernandez
<b>Period of Performance for Contract:</b>	October 17, 2022 to October 16, 2025
<b>Not to Exceed Amount of Contract:</b>	\$130,000.00
<b>Scope of Work for Contract:</b>	ECS Conversion Services

**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:

**California requires Worker’s Compensation insurance. If the vendor has no employees, a Worker’s Compensation Affidavit is required.**

Other:

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

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

**PROFESSIONAL SERVICES AGREEMENT**  
(ECS Imaging, Inc.)

**1. IDENTIFICATION**

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

**2. RECITALS**

- 2.1 City has determined that it requires the following professional services from a consultant: Laserfiche cloud license and support of ECMS; migration of agenda packets; and conversion and indexing of Microfiche permit records.
- 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 March 18, 2022 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 March 18, 2022 fee schedule to City attached hereto as Exhibit A and incorporated herein by this reference.
- 3.3 “Commencement Date”: 10/17/2022.
- 3.4 “Expiration Date”: 10/16/2025.

**4. TERM**

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

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

**5. CONSULTANT'S SERVICES**

- 5.1 Consultant shall perform the services identified in the Scope of Services. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement. In no event shall the total compensation and costs payable to Consultant under this Agreement exceed the sum of one hundred thirty thousand dollars (\$130,000.00) unless specifically approved in advance and in writing by City.
- 5.2 Consultant shall perform all work to the highest professional standards of Consultant's profession and in a manner reasonably satisfactory to City. Consultant shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*).
- 5.3 During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement Date if both (i) such work would require Consultant to abstain from a decision under this Agreement pursuant to a conflict of interest statute and (ii) City has not consented in writing to Consultant's performance of such work.
- 5.4 Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. Laura Wayman shall be Consultant's project administrator and shall have direct responsibility for management of Consultant's performance under this Agreement. No change shall be made in Consultant's project administrator without City's prior written consent.

**6. COMPENSATION**

- 6.1 City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept in full satisfaction for such services, payment in accordance with the Approved Fee Schedule.
- 6.2 Consultant shall submit to City an invoice, on a monthly basis or less frequently, for the services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period and the amount due. Within ten business days of receipt of each invoice, City shall notify Consultant in writing of any disputed amounts included on the invoice. Within thirty calendar days of

receipt of each invoice, City shall pay all undisputed amounts included on the invoice. City shall not withhold applicable taxes or other authorized deductions from payments made to Consultant.

- 6.3 Payments for any services requested by City and not included in the Scope of Services shall be made to Consultant by City on a time-and-materials basis using Consultant's standard fee schedule. Consultant shall be entitled to increase the fees in this fee schedule at such time as it increases its fees for its clients generally; provided, however, in no event shall Consultant be entitled to increase fees for services rendered before the thirtieth day after Consultant notifies City in writing of an increase in that fee schedule. Fees for such additional services shall be paid within sixty days of the date Consultant issues an invoice to City for such services.

**7. OWNERSHIP OF WRITTEN PRODUCTS**

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

**8. RELATIONSHIP OF PARTIES**

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

**9. CONFIDENTIALITY**

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



**10. INDEMNIFICATION**

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

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

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

## 11. INSURANCE

- 11.1 During the term of this Agreement, Consultant shall carry, maintain, and keep in full force and effect insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with Consultant's performance of this Agreement. Such insurance shall be of the types and in the amounts as set forth below:
- 11.1.1 Comprehensive General Liability Insurance with coverage limits of not less than One Million Dollars (\$1,000,000) including products and operations hazard, contractual insurance, broad form property damage, independent consultants, personal injury, underground hazard, and explosion and collapse hazard where applicable.
  - 11.1.2 Automobile Liability Insurance for vehicles used in connection with the performance of this Agreement with minimum limits of One Million Dollars (\$1,000,000) per claimant and One Million dollars (\$1,000,000) per incident.
  - 11.1.3 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 that meets all of the requirements of this Agreement.
- 11.3 The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A:VII in the latest edition of Best's Insurance Guide.
- 11.4 Consultant agrees that if it does not keep the aforesaid insurance in full force and effect, City may either (i) immediately terminate this Agreement; or (ii) take out

the necessary insurance and pay, at Consultant's expense, the premium thereon.

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

**12. MUTUAL COOPERATION**

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

**13. RECORDS AND INSPECTIONS**

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

**14. PERMITS AND APPROVALS**

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

**15. NOTICES**

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

If to City

City of Calabasas  
100 Civic Center Way  
Calabasas, CA 91302  
Attn: Maricela Hernandez  
Telephone: (818) 224-1600  
Facsimile: (818) 225-7324

If to Consultant:

ECS Imaging, Inc.  
5905 Brockton Avenue, Ste. C  
Riverside, CA 92506  
Attn: Laura Wayman  
Telephone: (323-241-8294  
Email: laura@ecsimaging.com

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 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).

**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”**  
**ECS Imaging, Inc.**

By: \_\_\_\_\_  
*Mary Sue Maurer, Mayor*

By: \_\_\_\_\_  
*Debbi Bodewin, Chief Executive Financial Officer*

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

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

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

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

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

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/ APPROVED FEE SCHEDULE

 <b>ECS IMAGING, INC.</b> <small>WORLD-CLASS SOLUTION PROVIDER</small>	<b>877-790-1600</b> 5905 Brockton Ave. Ste. C Riverside, CA 92506 <a href="http://www.ECSImaging.com">www.ECSImaging.com</a>	<b>Quote</b> <b>Scanning</b> <small>Q3 2021v2</small>
<b>Quotation For</b> Name: Mari Hernandez Company: City of Calabasas Phone: 818-224-1661 E-mail: mhernandez@cityofcalabasas.com	<b>Quote Info</b> Date: 3/18/2022 Quote Number: 23182022 Valid Through: 4/25/2022 Terms: Net 30 Account Manager: Laura Wayman Phone: 323-241-8294 E-mail: laura@ecsimaging.com	

**Description of Product and Services**

Heavy Advanced indexing includes 5+ indexing Fields ( ex APN, Street Number, Street Name, Doc Type, Permit Number, Issue Date, Final Date), microfiche aperture cards with average 10 duplex images per car (average 20 images per card)

**Scanning Services**

SKU	Description	Unit Price	Quantity	Line Total
ECSS-PROJECT	ECS Project Consulting, Project Management and Setup	\$ 500.000	1.00	\$ 500.00
ECSS-AP	ECS Conversion Services for Aperture Card images	\$ 7.000	4000.00	\$ 28,000.00
ECSS-INDEX	ECS Indexing by Document	\$ 0.100	80000.00	\$ 8,000.00
ECSS-UPLOAD	ECS Upload Fee - Per Volume	\$ 50.000	1.00	\$ 50.00
ECSS-PICKUP	ECS Pick Up Fee	\$ 200.000	1.00	\$ 200.00
<b>Scanning Subtotal</b>				<b>\$ 36,750.00</b>

**Special Terms**

This Quote is an estimate. Actual Project Scope may vary depending on review of documents. If for any reason scanning goes beyond the estimated amount, ECS will contact the City of Calabasas on the next steps to continue project.

	<b>Subtotal</b>	<b>\$ 36,750.00</b>
<b>Tax Rate Software Only (Download Only)</b>	0.00%	<b>Tax</b>
		<b>\$ -</b>
	<b>Total</b>	<b>\$ 36,750.00</b>

**Terms & Conditions:**

- o Payment Terms: Net 20 after each batch returned.
- o Laserfiche Tiffs in portable volumes to be attached to your Laserfiche system
- o ECS will train customer on how to load data onto LF Server during first delivery, if needed
- o Consulting of folder template and volume set ups included in project set up fee
- o Items will be placed back into original carrier (folder, sleeve, etc.)
- o Items will be delivered free of charge after being scanned
- o Items are scanned in order received. Any additional requests are subject to a charge
- o Scanning in Tiff images is 200-300dpi depending on need
- o Paper/Plans: Indexing included is 2 fields, up to 20 characters and Unique Document Name up to 20 characters each
- o Microfiche: Indexing included is the name on the Sleeve
- o Microfilm: Indexing included is the name on the Cartridge
- o Images that have been fished/filmed reverse have additional charge
- o All prices listed above are for estimating purposes only. Actual prices may vary
- o Any upload fee is for 3GB per volume, maximum
- o Pick up / Delivery charges (pricing varies, based on location and quantity)
- o Change orders after files have been returned are subject to restructuring/reindexing fee
- o OCRing can be done during scan process at no charge. Any verification time is \$30.00 Per Hour
- o DVD Set = 1 Data DVD, 1 Plus Viewer DVD - Plus DVD has retrieval engine on DVD. Regular size documents fit approximately 90,000 images
- o CD Set = 1 Data CD, 1 Plus Viewer CD - Plus CD has retrieval engine on CD. Regular size rolls fit approximately 10,000 images
- o Boxes may be destroyed at the customer's request at a cost of \$16.00 a box. A Destruction Certificate will be provided
- o While documents are at ECS, we can provide an electronic copy for up to 4 per batch at no charge. Additional special handling requests are subject to charge of \$30/per hour
- o IMPORTANT: Once the imaged data has been delivered you will have 90 days to review all images. After 90 days all original documents will be destroyed or a storage box fee will apply
- o ECS may choose to utilize a scanning partner to perform these services as quoted and ECS would remain the billing agent.
- o Standard processing fee added to credit card payments

<u>Box/Doc Type</u>	<u>Box Count</u>	<u>Image Count</u>	<u>Total Images</u>
<b>Total Image Count</b>			-

**Total Boxes**

Professional Services Agreement  
 City of Calabasas/ECS Imaging, Inc.

 <b>ECS IMAGING, INC.</b> WORLD CLASS SOLUTION PROVIDER	877-790-1600 5005 Brockton Ave. Ste. C Riverside, CA 92506 <a href="http://www.ECSImaging.com">www.ECSImaging.com</a>	<span style="font-size: 2em; color: #00A08A;">Quote</span>
	Q3 2022 V.2	

Quotation For		Quote Info	
Name:	Mari Hernandez	Date:	8/24/2022
Title:	City Clerk	Quote Number:	18242022
Company:	City of Calabasas	Valid Through:	9/28/2022
Address:	100 Civic Center Way Calabasas, CA 91302	Terms:	Net 30
Phone:	818-224-1661	Account Manager:	Laura Wayman
E-mail:	<a href="mailto:m.hernandez@cityofcalabasas.com">m.hernandez@cityofcalabasas.com</a>	Phone:	323-241-8294
		E-mail:	<a href="mailto:laura@ecsimg.com">laura@ecsimg.com</a>

**Description of Product and Services**  
 Professional services will include setting up an auto-file workflow which will include migrating old Agenda packets from share file(pdf's only). Prior to setting up the workflow, it is recommended that the city name the folder name on the share file the same as the Agenda found in Laserfiche. The process will convert .pdf images to tiff to generate pages and combine the 2 page Agenda's in LF and the items found on the share drive. These files will be part of a migration for the City outside the original migration to the Cloud

**Products and Services**

SKU	Description	Unit Price	Quantity	Line Total
ECSGLD	ECS GOLD Priority Support	\$ 175.00	32	\$ 5,600.00
<b>Subtotal</b>				<b>\$ 5,600.00</b>

**Special Terms**

<b>Subtotal</b>	\$	5,600.00
<b>Tax Rate</b> Software Only (Download Only)	0.00%	
<b>Tax</b>	\$	-
<b>Shipping</b>	\$	-
<b>Total</b>	\$	<b>5,600.00</b>

**Billing Terms**  
 All Software and Annual Maintenance is billed 100% at project start. Services are billed 50% up front minimally with remaining Services as incurred.

EXHIBIT A-Continued

ECS Imaging, Inc.  
 5905 Brockton Ave. Suite C  
 Riverside, CA 92506-2416  
 (951)-787-8768  
 (951)-787-0831 fax

**Estimate**

Date	Estimate #
10/29/2022	12062

Name/Address
City of Calabasas 100 Civic Center Way Calabasas, California 91302

Ship To
City of Calabasas Maricela Hernandez mhernandez@cityofcalabasas.com

Due Date	P.O. No.	Terms	Rep	Phone
11/28/2022	Annual Renewal	Net 30	Laura	323-241-8294

Description	Qty	Rate	Total
LF Cloud City Site License 150 Full Users. 10TB Storage (<25,000)	1	25,750.00	25,750.00
ECS Gold Priority Support consists of 5 hours of on-line or on-site support time, unlimited phone support, and a 4 hour response time for most services offered by ECS including Laserfiche tech support, installations, configurations of workflow and forms, and integration services. Support beginning 12/29/2022 and expiring 12/28/2023. An additional 5 hours of Professional Services for version updates, during normal business hours, is included. Additional on-line or on-site support will be billed at your current hourly support rate. Minimum on-site time is calculated at 2 hours. ECS may allow planned after hours support in rare circumstances. In these circumstances Priority Support will be billed at double the hourly rate.	1	875.00	875.00
**Your organization LSAPs expire on 12/28/2022 - Laserfiche imposes a 10% reinstatement fee for each month of an expired LSAP - support site access will be suspended if payment is not received by your expiration date**		0.00	0.00
All Software, Licenses and Updates will be downloaded from the Laserfiche website. LSAP= Laserfiche Software Assurance Plan includes product updates and enhancements for 12 months.		0.00	0.00
*Any changes or removal to your existing Cloud system/users, needs to be requested no later than 60 days before the expiration date in order for it to be processed*		0.00	0.00
Standard Processing Fee Added to all Credit Card Payments*			
		<b>Subtotal</b>	\$26,625.00
		<b>Sales Tax (8.75%)</b>	\$0.00
		<b>Total</b>	\$26,625.00



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/01/2021

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

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

<b>PRODUCER</b> HUB INTERNATIONAL INS SVCS INC/PHS 72165935 The Hartford Business Service Center 3600 Wiseman Blvd San Antonio, TX 78251	<b>CONTACT NAME:</b> PHONE (866) 467-8730 FAX (888) 443-6112 (A/C, No, Ext): (A/C, No):	
	<b>E-MAIL ADDRESS:</b>	
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC#</b>
<b>INSURED</b> ECS IMAGING, INC. 5905 BROCKTON AVE STE C RIVERSIDE CA 92506-1887	<b>INSURER A :</b> Sentinel Insurance Company Ltd. 11000	
	<b>INSURER B :</b>	
	<b>INSURER C :</b>	
	<b>INSURER D :</b>	
	<b>INSURER E :</b>	
	<b>INSURER F :</b>	

**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	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <b>General Liability</b>	X	X	72 SBA KT6798	10/01/2021	10/01/2022	EACH OCCURRENCE	\$2,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:						MED EXP (Any one person)	\$10,000
							PERSONAL & ADV INJURY	\$2,000,000
							GENERAL AGGREGATE	\$4,000,000
							PRODUCTS - COMP/OP AGG	\$4,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			72 SBA KT6798	10/01/2021	10/01/2022	COMBINED SINGLE LIMIT (Ea accident)	\$2,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB EXCESS LIAB</b>			72 SBA KT6798	10/01/2021	10/01/2022	EACH OCCURRENCE	\$2,000,000
	<input checked="" type="checkbox"/> OCCUR CLAIMS-MADE <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						AGGREGATE	\$2,000,000
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	
							E.L. DISEASE -EA EMPLOYEE	
							E.L. DISEASE - POLICY LIMIT	

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

Those usual to the Insured's Operations.

### CERTIFICATE HOLDER

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

*Susan S. Castaneda*

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## ADDITIONAL REMARKS SCHEDULE

AGENCY HUB INTERNATIONAL INS SVCS INC/PHS		NAMED INSURED ECS IMAGING, INC. 5905 BROCKTON AVE STE C RIVERSIDE CA 92506-1887	
POLICY NUMBER SEE ACORD 25		EFFECTIVE DATE: SEE ACORD 25	
CARRIER SEE ACORD 25	NAIC CODE		

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM**

**FORM NUMBER:** ACORD 25    **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

Certificate holder is an additional insured per the Business Liability Coverage Form SS0008 attached to this policy. Waiver of Subrogation applies in favor of the Certificate Holder per the Business Liability Coverage Form SS0008, attached to this policy. Coverage is primary and noncontributory per the Business Liability Coverage Form SS0008, attached to this policy. Notice of Cancellation will be provided in accordance with Form SS1223, attached to this policy.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
09/30/2021

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

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<b>PRODUCER</b> Boyd, Shackelford, Barnett & Dixon, LLC 5800 Granite Parkway Ste 350  Plano TX 75024	<b>CONTACT NAME:</b> Ian Sadler <b>PHONE (A/C, No, Ext):</b> (972) 767-2811 <b>FAX (A/C, No):</b> (214) 988-5196 <b>E-MAIL ADDRESS:</b> jedwards@bsbdgroup.com
<b>INSURED</b> (951) 787-8768 ECS Imaging, Inc  5905 Brockton Ave Ste C  Riverside CA 92508	<b>INSURER(S) AFFORDING COVERAGE</b> <b>NAIC #</b> INSURER A: Beazley Insurance Company, Inc      37540 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

**COVERAGES**      **CERTIFICATE NUMBER:** Cert ID 23596      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE  DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE    OTH-ER E L EACH ACCIDENT \$ E L DISEASE - EA EMPLOYEE \$ E L DISEASE - POLICY LIMIT \$
A	Professional E&O Liability			VG00004828AA	03/11/2021	03/11/2022	Each Claim Limit of Liability \$ 2,000,000
A	Cyber/Network Liability			VG00004828AA	03/11/2021	03/11/2022	Each Claim Limit of Liability \$ 2,000,000

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

<b>CERTIFICATE HOLDER</b>  City of Calabasas  100 Civic Center Way  Calabasas CA 91302	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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# CERTIFICATE OF LIABILITY INSURANCE

Acct#: 2405923

DATE (MM/DD/YYYY)  
10/1/2021

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

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<b>PRODUCER</b> Lockton Companies, LLC 3657 Briarpark Dr., Suite 700 Houston, TX 77042	<b>CONTACT NAME:</b> 888-828-8365	
	<b>PHONE (A/C, No. Ext):</b> _____ <b>FAX (A/C, No):</b> _____ <b>E-MAIL ADDRESS:</b> _____	
<b>INSURED</b> ECS IMAGING, INC. 5905 BROCKTON AVE STE C RIVERSIDE, CA 92506-1887	<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>
	INSURER A : Ace American Insurance Co.	22667
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	

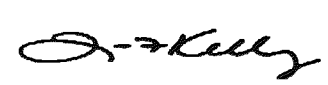
**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$	
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$	
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED            RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$	
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	X	C70083917	10/1/2021	10/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 WAIVER OF SUBROGATION IN FAVOR OF City of Calabasas WHEN REQUIRED BY WRITTEN CONTRACT.

**CERTIFICATE HOLDER**                      **CANCELLATION**

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

**Workers' Compensation and Employers' Liability Policy**

Named Insured Insperity, INC. L/C/F ECS IMAGING, INC. 19001 Crescent Springs Drive Kingwood, TX 77339	Endorsement Number
	Policy Number Symbol: RWC      Number: C70083917
Policy Period 10/1/2021 <b>TO</b> 10/1/2022	Effective Date of Endorsement 10/1/2021
Issued By (Name of Insurance Company) Ace American Insurance Co.	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.	

**CALIFORNIA WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

This endorsement applies only to the insurance provided by the policy because California is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule, where you are required by a written contract to obtain this waiver from us.

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

Schedule

1. ( X ) Specific Waiver  
Name of person or organization:  
City of Calabasas  
100 Civic Center Way  
Calabasas, CA 91302  
  
( ) Blanket Waiver  
Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.
2. Operations:
3. Premium:  
The premium charge for this endorsement shall be INCLUDED percent of the California premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.
4. Minimum Premium :    INCLUDED



\_\_\_\_\_  
Authorized Representative





Select Customer Insurance Center

3600 WISEMAN BLVD.

SAN ANTONIO TX 78251

Policyholder, please call us at: (866) 467-8730

Agent, please call us at: (866) 467-8730

SERVICE.TX@THEHARTFORD.COM

**INSURANCE ENDORSEMENT  
ATTACHED**

**\*\*\* PLEASE REVIEW THE CHANGE \*\*\***

Enclosed is an endorsement for your business insurance policy. Please review it at your convenience. If you have questions or need to make further changes:

Policyholder, please call us at: (866) 467-8730

Agent, please call us at: (866) 467-8730 between 7 A.M. and 7 P.M. CST .

The premium billing will be mailed to you separately. You can expect to receive it soon.

Thank you for allowing us to service your business needs.

HUB INTERNATIONAL INS SVCS INC/PHS

THE HARTFORD SELECT CUSTOMER INSURANCE CENTER



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

## **POLICY CHANGE**

This endorsement changes the policy effective on the Inception Date of the policy unless another date is indicated below:

**Policy Number:** 72 SBA KT6798 DX

**Named Insured and Mailing Address;** ECS IMAGING, INC.

5905 BROCKTON AVE STE C  
RIVERSIDE CA 92506

**Policy Change Effective Date:** 10/01/21

**Effective hour is the same as stated in the  
Declarations Page of the Policy.**

**Policy Change Number:** 004

**Agent Name:** HUB INTERNATIONAL INS SVCS INC/PHS

**Code:** 165935

### **POLICY CHANGES:**

SENTINEL INSURANCE COMPANY, LIMITED

ANY CHANGES IN YOUR PREMIUM WILL BE REFLECTED IN YOUR NEXT BILLING STATEMENT. IF YOU ARE ENROLLED IN REPETITIVE EFT DRAWS FROM YOUR BANK ACCOUNT, CHANGES IN PREMIUM WILL CHANGE FUTURE DRAW AMOUNTS.

THIS IS NOT A BILL.

NO PREMIUM DUE AS OF POLICY CHANGE EFFECTIVE DATE

FORM NUMBERS OF ENDORSEMENTS REVISED AT ENDORSEMENT ISSUE:

IH12001185 ADDITIONAL INSURED - PERSON/ORGANIZATION

PRO RATA FACTOR: 1.000

THIS ENDORSEMENT DOES NOT CHANGE THE POLICY EXCEPT AS SHOWN.

**Form SS 12 11 04 05 T**  
**Process Date:** 09/30/21

**Page** 001

**Policy Effective Date:** 10/01/21  
**Policy Expiration Date:** 10/01/22

POLICY NUMBER: 72 SBA KT6798



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

ADDITIONAL INSURED - PERSON/ORGANIZATION

RIVERSIDE COUNTY TRANSPORTATION, ITS DIRECTORS, OFFICIALS,  
EMPLOYEES AND AGENT  
4080 LEMON ST  
RIVERSIDE, CA 92501

CITY OF POWAY AND ITS ELECTED AND APPOINTED BOARDS, OFFICERS, AGENT  
AND EMPLOYEES  
PO BOX789  
POWAY, CA 92074

THE COUNTY OF CONTRA COSTA ITS OFFICERS, AGENTS, EMPLOYEES  
AND CONTRACTORS  
550 SALLY RIDE DR  
CONCORD, CA 94520

THE CITY OF MANTECA  
ITS OFFICERS, OFFICIALS, EMPLOYEES, AGENTS AND VOLUNTEERS  
1001 W CENTER STREET  
MANTECA CA 95337

CITY OF SAN RAMON  
2228 CAMINO RAMON  
SAN RAMON, CA 94583  
THE CITY OF SAN RAMON ITS OFFICERS OFFICIALS EMPLOYEES AGENTS AND  
VOLUNTEERS

ESCONDIDO UNION SCHOOL DISTRICT  
HUMAN RESOURCES  
2310 ALDERGROVE AVE  
ESCONDIDO CA 92029-1935  
ESCONDIDO UNION SCHOOL DISTRICT, ITS BOARD OF TRUSTEES, OFFICERS,  
AGENTS, EMPLOYEES, AND VOLUNTEERS  
CITY OF DUBLIN  
ITS OFFICERS, ITS OFFICIALS, EMPLOYEES AND VOLUNTEERS  
100 CIVIC PLZ  
DUBLIN, CA 94568

POLICY NUMBER: 72 SBA KT6798



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

ADDITIONAL INSURED - PERSON/ORGANIZATION

NOVATO FIRE PROTECTION  
THE DISTRICT, ITS DIRECTORS, OFFICERS, EMPLOYEE AND AGENTS  
95 ROWLAND WAY  
NOVATO, CA 94945

CITY OF SUNNYVALE, ITS OFFICERS, EMPLOYEES. AGENTS AND VOLUNTEERS  
650 W OLIVE AVE  
SUNNYVALE, CA. 94086

CITY OF LAGUNA NIGUEL  
30111 CROWN VALLEY PKWY  
LAGUNA NIGUEL, CA 92677

CITY OF CARSON  
701 EAST CARSON ST  
CARSON CA 90745

CITY OF LAGUNA NIGUEL  
30111 CROWN VALLEY PKWY  
LAGUNA NIGUEL, CA 92677

CITY OF CALABASAS  
100 CIVIC CENTER WAY  
CALABASAS, CA 91302

CONTRA COSTA COUNTY AIRPORT  
550 SALLY RIDE DR  
CONCORD, CA 94520



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

---

**DATE:** AUGUST 31, 2022

**TO:** HONORABLE MAYOR AND COUNCILMEMBERS

**FROM:** KINDON MEIK, CITY MANAGER  
RON AHLERS, CHIEF FINANCIAL OFFICER 

**SUBJECT:** RESOLUTION APPROVING THE ADOPTION OF THE PUBLIC AGENCIES  
POST-EMPLOYMENT BENEFITS TRUST ADMINISTERED BY PUBLIC  
AGENCY RETIREMENT SERVICES (PARS)

**MEETING DATE:** SEPTEMBER 14, 2022

---

**SUMMARY RECOMMENDATION:**

Staff recommends the City Council approve the Resolution establishing an Internal Revenue Code Section 115 Trust {IRC 115 Trust} with the Public Agency Retirement Services (PARS). The initial investment shall be \$2,000,000 to the Pension fund and \$250,000 to the Other Post Employment Benefit (OPEB) fund.

**BACKGROUND:**

On May 18, 2022, the City Council received a report regarding the City's Unfunded Accrued Liability (UAL) of the CalPERS Pension. The City's UAL for pensions as of June 30, 2020 is \$9.1 million. The June 30, 2021 report was recently released and the UAL is \$5 million. CalPERS has stated a negative 6.1% return for fiscal year (FY) 2021-22. The June 30, 2022 report will be released in August 2023 which I estimate the UAL will return to almost \$9 million.

The Council received a report regarding the unfunded liability of the City's OPEB at \$8.8 million. The City's OPEB liability concerns our retiree medical insurance costs. Council also received a report about IRC 115 Trusts. Lastly, there was a presentation

given by PARS regarding their IRC 115 Trust. City Council directed staff to invest \$2 million to the UAL for pensions and \$250,000 for OPEB.

On June 22, 2022, the City Council received the CalPERS presentation on their IRC 115 Trust. Council directed staff to return in August to provide a comparison of the two competing programs and recommend a provider.

On August 24, 2022, staff presented a report recommending PARS be selected to administer the IRC 115 Trust. City Council approved the recommendation and selected PARS. City Council approved a resolution appropriating \$2 million for pension UAL and \$250,000 for OPEB funding.

**DISCUSSION/ANALYSIS:**

The attached resolution adopts the PARS Trust and appoints the City Manager or his designee as the Plan Administrator of the PARS Trust. It also authorizes the Plan Administrator (i.e. City Manager) to execute all agreements required to implement the PARS Trust. Also attached is a draft "Agreement for Administrative Services" between the City and PARS.

**FISCAL IMPACT/SOURCE OF FUNDING:**

Invest \$2¼ million from the General Fund Reserve in an IRC 115 Trust for Pension and OPEB with PARS.

**REQUESTED ACTION:**

Staff recommends the Council approve the attached resolution which adopts the PARS Trust, appoints the City Manager as Plan Administrator and authorizes the Plan Administrator to execute the PARS legal and administrative agreements regarding the PARS Trust.

**ATTACHMENTS:**

1. Resolution NO. 2022-1815
2. DRAFT "Agreement for Administrative Services"

ITEM 5 ATTACHMENT 1  
RESOLUTION NO. 2022-1815

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CALABASAS, CALIFORNIA, APPROVING THE ADOPTION OF THE PUBLIC AGENCIES POST-EMPLOYMENT BENEFITS TRUST ADMINISTERED BY PUBLIC AGENCY RETIREMENT SERVICES (PARS)**

**WHEREAS**, PARS has made available the PARS Public Agencies Post-Employment Benefits Trust (the "Program") for the purpose of prefunding pension obligations and/or Other Post-Employment Benefits ("OPEB") obligations; and

**WHEREAS**, the City of Calabasas ("City") is eligible to participate in the Program, a tax-exempt trust performing an essential governmental function within the meaning of Section 115 of the Internal Revenue Code, as amended, and the Regulations issued there under, and is a tax-exempt trust under the relevant statutory provisions of the State of California; and

**WHEREAS**, the City's adoption and operation of the Program has no effect on any current or former employee's entitlement to post-employment benefits; and

**WHEREAS**, the terms and conditions of post-employment benefit entitlement, if any, are governed by contracts separate from and independent of the Program; and

**WHEREAS**, the City's funding of the Program does not, and is not intended to, create any new vested right to any benefit nor strengthen any existing vested right; and

**WHEREAS**, the City reserves the right to make contributions, if any, to the Program.

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

1. The City Council hereby adopts the PARS Public Agencies Post-Employment Benefits Trust, effective September 14, 2022; and
2. The City Council hereby appoints the City Manager, or his/her successor or his/her designee as the City's Plan Administrator for the Program; and
3. The City Plan Administrator is hereby authorized to execute the PARS legal and administrative documents on behalf of the City and to take whatever additional actions are necessary to maintain the City's participation in the Program and to maintain compliance of any relevant regulation issued or as may be issued,

therefore, authorizing him/her to take whatever additional actions are required to administer the City's Program.

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 14<sup>th</sup> day of September 2022.

---

Mary Sue Maurer, 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



## ITEM 5 ATTACHMENT 2

### AGREEMENT FOR ADMINISTRATIVE SERVICES

This agreement (“Agreement”) is made this \_\_\_\_ day of \_\_\_\_\_, 2022, between Phase II Systems, a corporation organized and existing under the laws of the State of California, doing business as Public Agency Retirement Services and PARS (hereinafter “PARS”) and the [Agency Name] (“Agency”).

WHEREAS, the Agency has adopted the PARS Public Agencies Post-Employment Benefits Trust for the purpose of pre-funding pension obligations and/or Other Post-Employment Benefits (“OPEB”) obligations (“Plan”) and is desirous of retaining PARS as Trust Administrator to the Trust, to provide administrative services.

NOW THEREFORE, the parties agree:

1. **Services.** PARS will provide the services pertaining to the Plan as described in the exhibit attached hereto as “Exhibit 1A” (“Services”) in a timely manner, subject to the further provisions of this Agreement.
2. **Fees for Services.** PARS will be compensated for performance of the Services as described in the exhibit attached hereto as “Exhibit 1B”.
3. **Payment Terms.** Payment for the Services will be remitted directly from Plan assets unless the Agency chooses to make payment directly to PARS. In the event that the Agency chooses to make payment directly to PARS, it shall be the responsibility of the Agency to remit payment directly to PARS based upon an invoice prepared by PARS and delivered to the Agency. If payment is not received by PARS within thirty (30) days of the invoice delivery date, the balance due shall bear interest at the rate of 1.5% per month. If payment is not received from the Agency within sixty (60) days of the invoice delivery date, payment plus accrued interest will be remitted directly from Plan assets, unless PARS has previously received written communication disputing the subject invoice that is signed by a duly authorized representative of the Agency.
4. **Fees for Services Beyond Scope.** Fees for services beyond those specified in this Agreement will be billed to the Agency at the rates indicated in the PARS’ standard fee schedule in effect at the time the services are provided and shall be payable as described in Section 3 of this Agreement. Before any such services are performed, PARS will provide the Agency with a detailed description of the services, terms, and applicable rates for such services. Such services, terms, and applicable rates shall be agreed upon in writing and executed by both parties.
5. **Information Furnished to PARS.** PARS will provide the Services contingent upon the Agency providing PARS the information specified in the exhibit attached hereto as “Exhibit 1C” (“Data”). It shall be the responsibility of the Agency to certify the accuracy, content, and completeness of the Data so that PARS may rely on such information without further audit. It shall further be the responsibility of the Agency to deliver the Data to PARS in such a manner that allows for a reasonable amount of time for the Services to be performed. Unless specified in Exhibit 1A, PARS shall be under no duty to question Data received from the Agency, to compute contributions made to the

Plan, to determine or inquire whether contributions are adequate to meet and discharge liabilities under the Plan, or to determine or inquire whether contributions made to the Plan are in compliance with the Plan or applicable law. In addition, PARS shall not be liable for nonperformance of Services to the extent such nonperformance is caused by or results from erroneous and/or late delivery of Data from the Agency. In the event that the Agency fails to provide Data in a complete, accurate and timely manner and pursuant to the specifications in Exhibit 1C, PARS reserves the right, notwithstanding the further provisions of this Agreement, to terminate this Agreement upon no less than ninety (90) days written notice to the Agency.

6. **Records.** Throughout the duration of this Agreement, and for a period of five (5) years after termination of this Agreement, PARS shall provide duly authorized representatives of Agency access to all records and material relating to calculation of PARS' fees under this Agreement. Such access shall include the right to inspect, audit and reproduce such records and material and to verify reports furnished in compliance with the provisions of this Agreement. All information so obtained shall be accorded confidential treatment as provided under applicable law.
7. **Confidentiality.** Without the Agency's consent, PARS shall not disclose any information relating to the Plan except to duly authorized officials of the Agency, subject to applicable law, and to parties retained by PARS to perform specific services within this Agreement. The Agency shall not disclose any information relating to the Plan to individuals not employed by the Agency without the prior written consent of PARS, except as such disclosures may be required by applicable law.
8. **Independent Contractor.** PARS is and at all times hereunder shall be an independent contractor. As such, neither the Agency nor any of its officers, employees or agents shall have the power to control the conduct of PARS, its officers, employees, or agents, except as specifically set forth and provided for herein. PARS shall pay all wages, salaries, and other amounts due its employees in connection with this Agreement and shall be responsible for all reports and obligations respecting them, such as social security, income tax withholding, unemployment compensation, workers' compensation, and similar matters.
9. **Indemnification.** PARS and Agency hereby indemnify each other and hold the other harmless, including their respective officers, directors, and employees, from any claim, loss, demand, liability, or expense, including reasonable attorneys' fees and costs, incurred by the other as a consequence of, to the extent, PARS' or Agency's, as the case may be, negligent acts, errors or omissions with respect to the performance of their respective duties hereunder.
10. **Compliance with Applicable Law.** The Agency shall observe and comply with federal, state, and local laws in effect when this Agreement is executed, or which may come into effect during the term of this Agreement, regarding the administration of the Plan. PARS shall observe and comply with federal, state, and local laws in effect when this Agreement is executed, or which may come into effect during the term of this Agreement, regarding Plan administrative services provided under this Agreement.

11. **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California. In the event any party institutes legal proceedings to enforce or interpret this Agreement, venue and jurisdiction shall be in any state court of competent jurisdiction.
12. **Force Majeure.** When a party's nonperformance hereunder was beyond the control and not due to the fault of the party not performing, a party shall be excused from performing its obligations under this Agreement during the time and to the extent that its performance is prevented by such cause. Such cause shall include, but not be limited to: any incidence of fire, flood, acts of God or unanticipated communicable disease, acts of terrorism or war commandeering of material, products, plants or facilities by the federal, state or local government, a material act or omission by the other party or any law, ordinance, rule, guidance or recommendation by the federal, state or local government, or any agency thereof, which becomes effective after the date of this Agreement that delays or renders impractical either party's performance under the Agreement.
13. **Ownership of Reports and Documents.** The originals of all letters, documents, reports, and data produced for the purposes of this Agreement shall be delivered to and become the property of the Agency. Copies may be made for PARS but shall not be furnished to others without written authorization from Agency.
14. **Designees.** The Plan Administrator of the Agency, or their designee, shall have the authority to act for and exercise any of the rights of the Agency as set forth in this Agreement, subsequent to and in accordance with the written authority granted by the Governing Body of the Agency, a copy of which writing shall be delivered to PARS. Any officer of PARS, or his or her designees, shall have the authority to act for and exercise any of the rights of PARS as set forth in this Agreement.
15. **Notices.** All notices hereunder and communications regarding the interpretation of the terms of this Agreement, or changes thereto, shall be effected by delivery of the notices in person or by depositing the notices in the U.S. mail, registered or certified mail, return receipt requested, postage prepaid and addressed as follows:
  - (A) To PARS: PARS; 4350 Von Karman Avenue, Suite 100, Newport Beach, CA 92660; Attention: President
  - (B) To Agency: [Agency]; [Agency Address]; Attention: [Plan Administrator Title]Notices shall be deemed given on the date received by the addressee.
16. **Term of Agreement.** This Agreement shall remain in effect for the period beginning \_\_\_\_\_, 2022 and ending \_\_\_\_\_, 2025 ("Term"). This Agreement may be terminated at any time by giving thirty (30) days written notice to the other party of the intent to terminate. Absent a thirty (30) day written notice to the other party of the intent to terminate, this Agreement will continue unchanged for successive twelve-month periods following the Term.
17. **Amendment.** This Agreement may not be amended orally, but only by a written instrument executed by the parties hereto.

18. **Entire Agreement.** This Agreement, including exhibits, contains the entire understanding of the parties with respect to the subject matter set forth in this Agreement. In the event a conflict arises between the parties with respect to any term, condition or provision of this Agreement, the remaining terms, conditions, and provisions shall remain in full force and legal effect. No waiver of any term or condition of this Agreement by any party shall be construed by the other as a continuing waiver of such term or condition.
19. **Attorneys Fees.** In the event any action is taken by a party hereto to enforce the terms of this Agreement the prevailing party herein shall be entitled to receive its reasonable attorney's fees.
20. **Counterparts.** This Agreement may be executed in any number of counterparts, and in that event, each counterpart shall be deemed a complete original and be enforceable without reference to any other counterpart.
21. **Headings.** Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.
22. **Effective Date.** This Agreement shall be effective on the date first above written, and also shall be the date the Agreement is executed.

**AGENCY:**

BY: \_\_\_\_\_  
Plan Administrator Name

TITLE: \_\_\_\_\_

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

**PARS:**

BY: \_\_\_\_\_  
Tod Hammeras

TITLE: Chief Financial Officer  
\_\_\_\_\_

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

EXHIBIT 1A  
SERVICES

PARS will provide the following services for the [Agency Name] Public Agencies Post-Employment Benefits Trust:

1. Plan Installation Services:

- (A) Meeting with appropriate Agency personnel to discuss plan provisions, implementation timelines, actuarial valuation process, funding strategies, benefit communication strategies, data reporting, and submission requirements for contributions/reimbursements/distributions;
- (B) Providing the necessary analysis and advisory services to finalize these elements of the Plan;
- (C) Providing the documentation needed to establish the Plan to be reviewed and approved by Agency legal counsel. Resulting final Plan documentation must be approved by the Agency prior to the commencement of PARS Plan Administration Services outlined in Exhibit 1A, paragraph 2 below.

2. Plan Administration Services:

- (A) Monitoring the receipt of Plan contributions made by the Agency to the trustee of the PARS Public Agencies Post-Employment Benefits Trust (“Trustee”), based upon information received from the Agency and the Trustee;
- (B) Performing periodic accounting of Plan assets, reimbursements/distributions, and investment activity, based upon information received from the Agency and/or Trustee;
- (C) Coordinating the processing of distribution payments pursuant to authorized direction by the Agency, and the provisions of the Plan, and, to the extent possible, based upon Agency-provided Data;
- (D) Coordinating actions with the Trustee as directed by the Plan Administrator within the scope of this Agreement;
- (E) Preparing and submitting a monthly report of Plan activity to the Agency, unless directed by the Agency otherwise;
- (F) Preparing and submitting an annual report of Plan activity to the Agency;
- (G) Facilitating actuarial valuation updates and funding modifications for compliance with the applicable GASB pronouncements and/or statements, if prefunding OPEB obligations;
- (H) Coordinating periodic audits of the Trust;
- (I) Monitoring Plan and Trust compliance with federal and state laws.

3. PARS is not licensed to provide and does not offer tax, accounting, legal, investment or actuarial advice.

EXHIBIT 1B  
FEES FOR SERVICES

PARS will be compensated for performance of Services, as described in Exhibit 1A based upon the following schedule:

An annual asset fee shall be paid from Plan assets based on the following schedule:

<u>For Plan Assets from:</u>			<u>Annual Rate:</u>
\$1	to	\$10,000,000	0.25%
\$10,000,001	to	\$15,000,000	0.20%
\$15,000,001	to	\$50,000,000	0.15%
\$50,000,001	and	above	0.10%

Annual rates are prorated and paid monthly. The annual asset fee shall be calculated by the following formula [Annual rate divided by 12 (months of the year) multiplied by the Plan asset balance at the end of the month]. Trustee and Investment Management Fees are not included.

EXHIBIT 1C  
DATA REQUIREMENTS

PARS will provide the Services under this Agreement contingent upon receiving the following information. Agency is solely responsible for ensuring that all information and documentation provided to PARS is true, correct, and authorized:

1. Executed Legal Documents:
  - (A) Certified Resolution
  - (B) Adoption Agreement to the Public Agencies Post-Employment Benefits Trust
  - (C) Trustee Investment Forms
  
2. Contribution – completed Contribution Transmittal Form signed by the Plan Administrator (or authorized Designee) which contains the following information:
  - (A) Agency name
  - (B) Contribution amount
  - (C) Contribution date
  - (D) Contribution method (Check, ACH, Wire)
  
3. Distribution – completed Payment Reimbursement/Distribution Form signed by the Plan Administrator (or authorized Designee) which contains the following information:
  - (A) Agency name
  - (B) Payment reimbursement/distribution amount
  - (C) Applicable statement date
  - (D) Copy of applicable premium, claim, statement, warrant, and/or administrative expense evidencing payment
  - (E) Signed certification of reimbursement/distribution from the Plan Administrator (or authorized Designee)
  
4. Other information pertinent to the Services as reasonably requested by PARS and Actuarial Provider.




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

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**DATE:** AUGUST 31, 2022

**TO:** HONORABLE MAYOR AND COUNCILMEMBERS

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

**SUBJECT:** INVESTMENT REPORTS FOR THE QUARTER ENDING JUNE 30, 2021, SEPTEMBER 30, 2021, DECEMBER 31, 2021, MARCH 31, 2022 AND JUNE 30, 2022

**MEETING DATE:** SEPTEMBER 14, 2022

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**SUMMARY RECOMMENDATION:**

Staff recommends the City Council receive and file the investment reports for the quarters ending June 30, 2021, September 30, 2021, December 31, 2021, March 31, 2022 and June 30, 2022.

**BACKGROUND:**

The City's Investment Policy states:

*The City Treasurer shall review and render quarterly reports to the City Manager and City Council in compliance with California Government Code Section 53646(b). These reports will include the face amount of the cash investment, the classification of the investment, the name of the institution or entity, the rate of interest, the maturity date, the current market value and accrued interest due for all securities.*

California Government Code Section 53646 states:

*(b) (1) The treasurer or chief fiscal officer may render a quarterly report to the chief executive officer, the internal auditor, and the*



*legislative body of the local agency. The quarterly report shall be so submitted within 30 days following the end of the quarter covered by the report. Except as provided in subdivisions (e) and (f), this report shall include the type of investment, issuer, date of maturity, par and dollar amount invested on all securities, investments and moneys held by the local agency, and shall additionally include a description of any of the local agency's funds, investments, or programs, that are under the management of contracted parties, including lending programs. With respect to all securities held by the local agency, and under management of any outside party that is not also a local agency or the State of California Local Agency Investment Fund, the report shall also include a current market value as of the date of the report, and shall include the source of this same valuation.*

*(2) The quarterly report shall state compliance of the portfolio to the statement of investment policy, or manner in which the portfolio is not in compliance.*

*(3) The quarterly report shall include a statement denoting the ability of the local agency to meet its pool's expenditure requirements for the next six months, or provide an explanation as to why sufficient money shall, or may, not be available.*

Attached for City Council review are the quarterly reports for: June 30, 2021, September 30, 2021, December 31, 2021, March 31, 2022 and June 30, 2022.

## **DISCUSSION/ANALYSIS:**

### Cash Flow Declaration

Per State of California Government Code section 53646(b)(3) and Item 11.0 of the City of Calabasas Investment Policy, the City is required to have enough cash on hand to meet the City's cash flow demands for at least six (6) months. The City of Calabasas' investment portfolio has the ability to meet that demand.

### Compliance Declaration

Per State of California Government Code section 53646(b)(2), the City of Calabasas' investment portfolio complies with the City's Investment Policy except for the tardiness of the quarterly reporting requirements to the City Council and the City Manager.

On August 30<sup>th</sup>, the Budget sub-committee of the City Council reviewed this report and the five quarterly investment reports and requested that these be presented to the City Council.

City staff realizes the quarterly reports are being delinquenty delivered to the City Council for these past five quarters. There has been staff turnover in the Finance department this past year. Staff also focused on creating a five-year Capital Improvement Project budget this past year. In addition, staff improved the annual budget presentation to the City Council with additional data and analysis. With this submittal, staff is caught up with the Investment Reports and will be delivering the Investment Report timely in the future. The next quarterly Investment Report is September 30, 2022; which staff estimates to be on the Council agenda for the October 26<sup>th</sup> or November 9<sup>th</sup> meeting.

**FISCAL IMPACT/SOURCE OF FUNDING:**

None.

**REQUESTED ACTION:**

City Council receive and file the attached quarterly investment reports.

**ATTACHMENTS:**

1. QUARTER INVESTMENT REPORTS for June 30, 2021, September 30, 2021, December 31, 2021, March 31, 2022 and June 30, 2022

CITY of CALABASAS  
LIST of INVESTMENTS  
For the Quarter Ending June 30, 2021

ITEM 6 ATTACHMENT

Security	Bank or Corporate Name	CUSIP	Purchase Date	A Face Value	B Accrued Interest	C Premium/(Discount)	D=A+B+C Purchase Price	Interest Rate	Yield to Maturity	Maturity Date	Market Value	Accrued Interest
Cash	Bank of America ~ City Account			2,950,225.49			2,950,225.49				2,950,225.49	
Cash	Bank of America ~ Tennis & Swim Account			972,262.15			972,262.15				972,262.15	
Cash	Bank of America ~ Las Virgenese Parking Authority Account			37,856.22			37,856.22				37,856.22	
Pool	California Local Agency Investment Fund (LAIF)			25,554,007.65			25,554,007.65		0.330 %		25,554,007.65	
Cash	UBS Deposit Account			403,296.05			403,296.05		0.010 %		403,296.05	
Cash	FNC Money Market Fund			29,118.37			29,118.37		0.030 %		29,118.37	
CD	Citibank	17312Q2K4	12-10-2019	245,000.00	2,601.03	10,516.80	258,117.83	3.100 %	2.019 %	02-07-2024	262,941.35	2,975.57
CD	Morgan Stanley Bank	61690ULQ1	12-10-2019	245,000.00	798.43	(764.40)	245,034.03	1.950 %	2.018 %	10-10-2024	257,759.60	1,060.21
CD	Wells Fargo	949763L95	12-10-2019	245,000.00	316.49	353.34	245,669.83	2.050 %	2.019 %	10-17-2024	257,987.45	178.87
CD	Morgan Stanley Private Bank	61760A383	12-10-2019	245,000.00	255.07	(1,372.00)	243,883.07	1.900 %	2.019 %	11-20-2024	257,642.00	522.87
Corp	JP Morgan Chase	46625HKC3	03-23-2020	500,000.00	2,604.17	(12,850.00)	489,754.17	3.125 %	3.710 %	01-23-2025	536,720.00	6,814.25
Corp	Walt Disney	254687CZ7	03-23-2020	300,000.00	246.67	6,348.00	306,594.67	3.700 %	3.189 %	09-15-2024	326,376.00	3,237.51
Corp	Wells Fargo	95000U2B8	03-24-2020	400,000.00	1,808.33	(12,652.00)	389,156.33	2.625 %	4.061 %	07-22-2022	410,000.00	4,608.32
CD	American Express National Banl	02589AB27	03-24-2020	240,000.00			240,000.00	1.100 %	1.100 %	03-24-2025	246,033.60	708.81
CD	UBS Bank	90348JTH3	03-25-2020	240,000.00			240,000.00	1.250 %	1.250 %	03-25-2025	247,365.60	41.08
CD	BMW Bank	05580AVR2	03-26-2020	240,000.00			240,000.00	1.250 %	1.250 %	03-25-2025	247,372.80	789.04
CD	Live Oak Banking Company	538036LD4	03-31-2020	240,000.00			240,000.00	1.400 %	1.400 %	03-31-2025	248,716.80	266.95
CD	Merrick Bank	59013KGP5	03-31-2020	240,000.00			240,000.00	1.150 %	1.150 %	03-28-2024	249,256.80	
CD	Celtic Bank	15118RUR6	04-02-2020	240,000.00			240,000.00	1.350 %	1.350 %	04-02-2025	248,268.00	248.54
Corp	American Honda Financial Corp	02665WDC2	03-25-2020	500,000.00	2,135.42	(16,445.00)	485,690.42	2.050 %	3.292 %	01-10-2023	513,150.00	4,840.30
Corp	SunTrust Bank	86787EAN7	03-31-2020	1,000,000.00	11,458.33	18,510.00	1,029,968.33	2.750 %	2.126 %	05-01-2023	1,042,160.00	4,506.90
CD	Discover Bank	254673A22	04-02-2020	245,000.00			245,000.00	1.550 %	1.550 %	04-02-2025	255,270.40	925.97
CD	Capital One National Associatio	14042RPG0	04-08-2020	245,000.00			245,000.00	1.600 %	1.600 %	04-08-2025	255,750.60	891.40
CD	Capital One Bank (USA)	14042TDD6	04-08-2020	245,000.00			245,000.00	1.600 %	1.600 %	04-08-2025	255,750.60	891.40
Corp	Barclays Bank PLC	06747PKV0	04-08-2020	500,000.00			500,000.00	3.250 %	3.250 %	04-08-2025	517,250.00	3,701.39
CD	State Bank of India	856285TF8	04-29-2020	245,000.00			245,000.00	1.600 %	1.600 %	04-29-2025	255,833.90	665.86
Corp	Bank of America	06048WK82	03-04-2021	1,000,000.00	633.33	(17,800.00)	982,833.33	0.600 %	1.115 %	01-26-2026	982,870.00	1,066.70
Corp	Catepillar Financial Services	14913R2K2	03-04-2021	1,000,000.00	75.00	(2,350.00)	997,725.00	0.900 %	0.948 %	03-02-2026	998,630.00	2,975.00
Corp	Apple	037833BY5	03-15-2021	745,000.00	1,479.65	73,606.00	820,085.65	3.250 %	1.083 %	02-23-2026	817,957.85	8,541.63
Corp	IBM	459200JG7	03-16-2021	400,000.00	1,035.00	40,984.00	442,019.00	3.450 %	1.296 %	02-19-2026	442,068.00	5,021.67
Corp	Exxon	30231GAT9	03-16-2021	350,000.00	443.77	30,380.00	380,823.77	3.043 %	1.144 %	03-01-2026	380,222.50	3,520.58
Corp	BP Capital Markets Americas	05565QDB1	04-30-2021	171,000.00	2,607.48	12,130.74	185,738.22	3.119 %	1.567 %	05-04-2026	183,397.50	829.65
Corp	Lowes	540424AS7	04-30-2021	750,000.00	2,265.63	85,500.00	837,765.63	3.750 %	1.230 %	04-01-2026	834,457.50	6,953.10
Corp	BP Capital Markets Americas	10373QAT7	05-05-2021	1,500,000.00	129.96	126,675.00	1,626,804.96	3.119 %	1.365 %	05-04-2026	1,628,115.00	7,277.70
Corp	Bank of America	06048WL99	05-14-2021	1,500,000.00			1,500,000.00	1.400 %	1.400 %	05-14-2026	1,494,195.00	2,683.33
				<b>43,962,765.93</b>	<b>30,893.76</b>	<b>340,770.48</b>	<b>44,334,430.17</b>				<b>44,600,284.78</b>	<b>76,744.60</b>

CITY of CALABASAS  
 INVESTMENTS CALLED / MATURED / SOLD  
 For the Quarter Ending June 30, 2021

Security	Bank or Corporate Name	CUSIP	Purchase Date	A Face Value	B Accrued Interest	C Premium/(Discount)	D=A+B+C Purchase Price	Interest Rate	Yield to Maturity	Sold Date	Sold Price	Maturity Date
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**INVESTMENTS CALLED BACK by ISSUER**

Zero investments CALLED this quarter												
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**INVESTMENTS MATURED**

Corp	JP Morgan Chase	46625HHZ6	04-01-2020	350,000.00	6,340.10	9,915.50	366,255.60	4.625 %	2.025 %	05-10-2021	350,000.00	05-10-2021
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**INVESTMENTS SOLD by CITY of CALABASAS**

Zero investments SOLD this quarter												
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**CASH EARNINGS POSTED THIS QUARTER**

Apr 2021	50,370.81
May 2021	28,021.84
Jun 2021	1,927.43
Total	<u>80,320.08</u>

CITY of CALABASAS  
LIST of INVESTMENTS  
For the Quarter Ending September 30, 2021

Security	Bank or Corporate Name	CUSIP	Purchase Date	A Face Value	B Accrued Interest	C Premium/(Discount)	D=A+B+C Purchase Price	Interest Rate	Yield to Maturity	Maturity Date	Market Value	Accrued Interest
Cash	Bank of America ~ City Account			1,923,153.51			1,923,153.51				1,923,153.51	
Cash	Bank of America ~ Tennis & Swim Account			830,276.27			830,276.27				830,276.27	
Cash	Bank of America ~ Las Virgenese Parking Authority Account			33,988.81			33,988.81				33,988.81	
Pool	California Local Agency Investment Fund (LAIF)			25,575,524.46			25,575,524.46		0.240 %		25,575,524.46	
Cash	UBS Deposit Account			444,392.74			444,392.74		0.010 %		444,392.74	
Cash	FNC Money Market Fund			53,452.81			53,452.81		0.030 %		53,452.81	
CD	Citibank	17312Q2K4	12-10-2019	245,000.00	2,601.03	10,516.80	258,117.83	3.100 %	2.019 %	02-07-2024	260,136.10	1,123.64
CD	Morgan Stanley Bank	61690ULQ1	12-10-2019	245,000.00	798.43	(764.40)	245,034.03	1.950 %	2.018 %	10-10-2024	254,513.35	2,264.41
CD	Wells Fargo	949763L95	12-10-2019	245,000.00	316.49	353.34	245,669.83	2.050 %	2.019 %	10-17-2024	255,223.85	178.87
CD	Morgan Stanley Private Bank	61760A383	12-10-2019	245,000.00	255.07	(1,372.00)	243,883.07	1.900 %	2.019 %	11-20-2024	254,398.20	1,696.20
Corp	JP Morgan Chase	46625HKC3	03-23-2020	500,000.00	2,604.17	(12,850.00)	489,754.17	3.125 %	3.710 %	01-23-2025	531,285.00	2,908.00
Corp	Walt Disney	254687CZ7	03-23-2020	300,000.00	246.67	6,348.00	306,594.67	3.700 %	3.189 %	09-15-2024	324,588.00	462.51
Corp	Wells Fargo	95000U2B8	03-24-2020	400,000.00	1,808.33	(12,652.00)	389,156.33	2.625 %	4.061 %	07-22-2022	407,652.00	1,983.32
CD	American Express National Banl	02589AB27	03-24-2020	240,000.00			240,000.00	1.100 %	1.100 %	03-24-2025	243,316.80	43.39
CD	UBS Bank	90348JTH3	03-25-2020	240,000.00			240,000.00	1.250 %	1.250 %	03-25-2025	244,560.00	41.08
CD	BMW Bank	05580AVR2	03-26-2020	240,000.00			240,000.00	1.250 %	1.250 %	03-25-2025	244,557.60	32.88
CD	Live Oak Banking Company	538036LD4	03-31-2020	240,000.00			240,000.00	1.400 %	1.400 %	03-31-2025	245,812.80	266.95
CD	Merrick Bank	59013KGP5	03-31-2020	240,000.00			240,000.00	1.150 %	1.150 %	03-28-2024	247,111.20	
CD	Celtic Bank	15118RUR6	04-02-2020	240,000.00			240,000.00	1.350 %	1.350 %	04-02-2025	245,397.60	248.54
Corp	American Honda Financial Corp	02665WDC2	03-25-2020	500,000.00	2,135.42	(16,445.00)	485,690.42	2.050 %	3.292 %	01-10-2023	510,705.00	2,277.80
Corp	SunTrust Bank	86787EAN7	03-31-2020	1,000,000.00	11,458.33	18,510.00	1,029,968.33	2.750 %	2.126 %	05-01-2023	1,035,780.00	11,381.90
CD	Discover Bank	254673A22	04-02-2020	245,000.00			245,000.00	1.550 %	1.550 %	04-02-2025	252,195.65	1,883.14
CD	Capital One National Associatio	14042RPG0	04-08-2020	245,000.00			245,000.00	1.600 %	1.600 %	04-08-2025	252,641.55	1,879.44
CD	Capital One Bank (USA)	14042TDD6	04-08-2020	245,000.00			245,000.00	1.600 %	1.600 %	04-08-2025	252,641.55	1,879.44
Corp	Barclays Bank PLC	06747PKV0	04-08-2020	500,000.00			500,000.00	3.250 %	3.250 %	04-08-2025	511,160.00	7,763.89
CD	State Bank of India	856285TF8	04-29-2020	245,000.00			245,000.00	1.600 %	1.600 %	04-29-2025	252,715.05	1,653.92
Corp	Bank of America	06048WK82	03-04-2021	1,000,000.00	633.33	(17,800.00)	982,833.33	0.600 %	1.115 %	01-26-2026	962,890.00	1,066.70
Corp	Catepillar Financial Services	14913R2K2	03-04-2021	1,000,000.00	75.00	(2,350.00)	997,725.00	0.900 %	0.948 %	03-02-2026	991,660.00	700.00
Corp	Apple	037833BY5	03-15-2021	745,000.00	1,479.65	73,606.00	820,085.65	3.250 %	1.083 %	02-23-2026	810,113.00	2,488.51
Corp	IBM	459200JG7	03-16-2021	400,000.00	1,035.00	40,984.00	442,019.00	3.450 %	1.296 %	02-19-2026	437,560.00	1,571.67
Corp	Exxon	30231GAT9	03-16-2021	350,000.00	443.77	30,380.00	380,823.77	3.043 %	1.144 %	03-01-2026	377,601.00	857.96
Corp	BP Capital Markets Americas	05565QDB1	04-30-2021	171,000.00	2,607.48	12,130.74	185,738.22	3.119 %	1.567 %	05-04-2026	182,764.80	2,163.03
Corp	Lowes	540424AS7	04-30-2021	750,000.00	2,265.63	85,500.00	837,765.63	3.750 %	1.230 %	04-01-2026	826,552.50	13,984.35
Corp	BP Capital Markets Americas	10373QAT7	05-05-2021	1,500,000.00	129.96	126,675.00	1,626,804.96	3.119 %	1.365 %	05-04-2026	1,620,000.00	18,973.95
Corp	Bank of America	06048WL99	05-14-2021	1,500,000.00			1,500,000.00	1.400 %	1.400 %	05-14-2026	1,481,070.00	7,933.33
				<b>42,876,788.60</b>	<b>30,893.76</b>	<b>340,770.48</b>	<b>43,248,452.84</b>				<b>43,377,391.20</b>	<b>89,708.82</b>

CITY of CALABASAS  
 INVESTMENTS CALLED / MATURED / SOLD  
 For the Quarter Ending September 30, 2021

Security Bank or Corporate Name	CUSIP	Purchase Date	A Face Value	B Accrued Interest	C Premium/(Discount)	D=A+B+C Purchase Price	Interest Rate	Yield to Maturity	Sold Date	Sold Price	Maturity Date
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**INVESTMENTS CALLED BACK by ISSUER**

Zero investments CALLED this quarter											
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**INVESTMENTS MATURED**

Zero investments MATURED this quarter											
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**INVESTMENTS SOLD by CITY of CALABASAS**

Zero investments SOLD this quarter											
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**CASH EARNINGS POSTED THIS QUARTER**

Jul 2021	42,410.31
Aug 2021	24,711.68
Sep 2021	<u>19,825.95</u>
Total	<u><u>86,947.94</u></u>

CITY of CALABASAS  
LIST of INVESTMENTS  
For the Quarter Ending December 31, 2021

Security	Bank or Corporate Name	CUSIP	Purchase Date	A Face Value	B Accrued Interest	C Premium/(Discount)	D=A+B+C Purchase Price	Interest Rate	Yield to Maturity	Maturity Date	Market Value	Accrued Interest
Cash	Bank of America ~ City Account			3,279,567.00			3,279,567.00				3,279,567.00	
Cash	Bank of America ~ Tennis & Swim Account			830,039.80			830,039.80				830,039.80	
Cash	Bank of America ~ Las Virgenese Parking Authority Account			30,236.50			30,236.50				30,236.50	
Pool	California Local Agency Investment Fund (LAIF)			24,091,098.01			24,091,098.01		0.230 %		24,091,098.01	
Cash	UBS Deposit Account			512,360.10			512,360.10	0.010 %			512,360.10	
Cash	FNC Money Market Fund			76,715.13			76,715.13	0.030 %			76,715.13	
CD	Citibank	17312Q2K4	12-10-2019	245,000.00	2,601.03	10,516.80	258,117.83	3.100 %	2.019 %	02-07-2024	257,394.55	3,038.00
CD	Morgan Stanley Bank	61690ULQ1	12-10-2019	245,000.00	798.43	(764.40)	245,034.03	1.950 %	2.018 %	10-10-2024	252,423.50	1,073.29
CD	Wells Fargo	949763L95	12-10-2019	245,000.00	316.49	353.34	245,669.83	2.050 %	2.019 %	10-17-2024	253,131.55	192.64
CD	Morgan Stanley Private Bank	61760A383	12-10-2019	245,000.00	255.07	(1,372.00)	243,883.07	1.900 %	2.019 %	11-20-2024	252,168.70	522.87
Corp	JP Morgan Chase	46625HKC3	03-23-2020	500,000.00	2,604.17	(12,850.00)	489,754.17	3.125 %	3.710 %	01-23-2025	525,200.00	6,857.65
Corp	Walt Disney	254687CZ7	03-23-2020	300,000.00	246.67	6,348.00	306,594.67	3.700 %	3.189 %	09-15-2024	318,852.00	3,268.32
Corp	Wells Fargo	95000U2B8	03-24-2020	400,000.00	1,808.33	(12,652.00)	389,156.33	2.625 %	4.061 %	07-22-2022	404,944.00	4,637.48
CD	American Express National Banl	02589AB27	03-24-2020	240,000.00			240,000.00	1.100 %	1.100 %	03-24-2025	241,116.00	708.81
CD	UBS Bank	90348JTH3	03-25-2020	240,000.00			240,000.00	1.250 %	1.250 %	03-25-2025	242,263.20	49.32
CD	BMW Bank	05580AVR2	03-26-2020	240,000.00			240,000.00	1.250 %	1.250 %	03-25-2025	242,251.20	789.04
CD	Live Oak Banking Company	538036LD4	03-31-2020	240,000.00			240,000.00	1.400 %	1.400 %	03-31-2025	243,396.00	276.16
CD	Merrick Bank	59013KGP5	03-31-2020	240,000.00			240,000.00	1.150 %	1.150 %	03-28-2024	245,289.60	
CD	Celtic Bank	15118RUR6	04-02-2020	240,000.00			240,000.00	1.350 %	1.350 %	04-02-2025	243,004.80	257.42
Corp	American Honda Financial Corp	02665WDC2	03-25-2020	500,000.00	2,135.42	(16,445.00)	485,690.42	2.050 %	3.292 %	01-10-2023	507,395.00	4,868.75
Corp	SunTrust Bank	86787EAN7	03-31-2020	1,000,000.00	11,458.33	18,510.00	1,029,968.33	2.750 %	2.126 %	05-01-2023	1,025,480.00	4,583.30
CD	Discover Bank	254673A22	04-02-2020	245,000.00			245,000.00	1.550 %	1.550 %	04-02-2025	249,628.05	936.36
CD	Capital One National Associatio	14042RPG0	04-08-2020	245,000.00			245,000.00	1.600 %	1.600 %	04-08-2025	250,012.70	902.13
CD	Capital One Bank (USA)	14042TDD6	04-08-2020	245,000.00			245,000.00	1.600 %	1.600 %	04-08-2025	250,012.70	902.13
Corp	Barclays Bank PLC	06747PKV0	04-08-2020	500,000.00			500,000.00	3.250 %	3.250 %	04-08-2025	507,280.00	3,746.53
CD	State Bank of India	856285TF8	04-29-2020	245,000.00			245,000.00	1.600 %	1.600 %	04-29-2025	249,993.10	676.60
Corp	Bank of America	06048WK82	03-04-2021	1,000,000.00	633.33	(17,800.00)	982,833.33	0.600 %	1.115 %	01-26-2026	953,090.00	1,083.30
Corp	Catepillar Financial Services	14913R2K2	03-04-2021	1,000,000.00	75.00	(2,350.00)	997,725.00	0.900 %	0.948 %	03-02-2026	976,740.00	2,975.00
Corp	Apple	037833BY5	03-15-2021	745,000.00	1,479.65	73,606.00	820,085.65	3.250 %	1.083 %	02-23-2026	796,755.15	8,608.89
Corp	IBM	459200JG7	03-16-2021	400,000.00	1,035.00	40,984.00	442,019.00	3.450 %	1.296 %	02-19-2026	428,788.00	5,060.00
Corp	Exxon	30231GAT9	03-16-2021	350,000.00	443.77	30,380.00	380,823.77	3.043 %	1.144 %	03-01-2026	370,447.00	3,550.17
Corp	BP Capital Markets Americas	05565QDB1	04-30-2021	171,000.00	2,607.48	12,130.74	185,738.22	3.119 %	1.567 %	05-04-2026	179,498.70	844.70
Corp	Lowes	540424AS7	04-30-2021	750,000.00	2,265.63	85,500.00	837,765.63	3.750 %	1.230 %	04-01-2026	811,080.00	7,031.25
Corp	BP Capital Markets Americas	10373QAT7	05-05-2021	1,500,000.00	129.96	126,675.00	1,626,804.96	3.119 %	1.365 %	05-04-2026	1,586,670.00	7,407.60
Corp	Bank of America	06048WL99	05-14-2021	1,500,000.00			1,500,000.00	1.400 %	1.400 %	05-14-2026	1,459,335.00	2,741.67
				<b>42,836,016.54</b>	<b>30,893.76</b>	<b>340,770.48</b>	<b>43,207,680.78</b>				<b>43,143,657.04</b>	<b>77,589.38</b>

CITY of CALABASAS  
 INVESTMENTS CALLED / MATURED / SOLD  
 For the Quarter Ending December 31, 2021

Security	Bank or Corporate Name	CUSIP	Purchase Date	A Face Value	B Accrued Interest	C Premium/(Discount)	D=A+B+C Purchase Price	Interest Rate	Yield to Maturity	Sold Date	Sold Price	Maturity Date
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**INVESTMENTS CALLED BACK by ISSUER**

Zero investments CALLED this quarter												
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**INVESTMENTS MATURED**

Zero investments MATURED this quarter												
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**INVESTMENTS SOLD by CITY of CALABASAS**

Zero investments SOLD this quarter												
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**CASH EARNINGS POSTED THIS QUARTER**

Oct 2021	50,663.26
Nov 2021	54,587.55
Dec 2021	<u>1,552.42</u>
Total	<u><u>106,803.23</u></u>



CITY of CALABASAS  
LIST of INVESTMENTS  
For the Quarter Ending March 31, 2022

Security	Bank or Corporate Name	CUSIP	Purchase Date	A Face Value	B Accrued Interest	C Premium/(Discount)	D=A+B+C Purchase Price	Interest Rate	Yield to Maturity	Maturity Date	Market Value	Accrued Interest
Cash	Bank of America ~ City Account			3,279,567.00			3,279,567.00				3,279,567.00	
Cash	Bank of America ~ Tennis & Swim Account			830,039.80			830,039.80				830,039.80	
Cash	Bank of America ~ Las Virgenese Parking Authority Account			32,390.14			32,390.14				32,390.14	
Pool	California Local Agency Investment Fund (LAIF)			24,103,906.29			24,103,906.29		0.320 %		24,103,906.29	
Cash	UBS Deposit Account			90,483.46			90,483.46	0.010 %			90,483.46	
Cash	FNC Money Market Fund			129,712.00			129,712.00	0.100 %			129,712.00	
CD	Citibank	17312Q2K4	12-10-2019	245,000.00	2,601.03	10,516.80	258,117.83	3.100 %	2.019 %	02-07-2024	249,855.90	1,082.01
CD	Morgan Stanley Bank	61690ULQ1	12-10-2019	245,000.00	798.43	(764.40)	245,034.03	1.950 %	2.018 %	10-10-2024	242,613.70	2,251.30
CD	Wells Fargo	949763L95	12-10-2019	245,000.00	316.49	353.34	245,669.83	2.050 %	2.019 %	10-17-2024	243,140.45	192.64
CD	Morgan Stanley Private Bank	61760A383	12-10-2019	245,000.00	255.07	(1,372.00)	243,883.07	1.900 %	2.019 %	11-20-2024	241,903.20	1,670.70
Corp	JP Morgan Chase	46625HKC3	03-23-2020	500,000.00	2,604.17	(12,850.00)	489,754.17	3.125 %	3.710 %	01-23-2025	503,060.00	2,951.40
Corp	Walt Disney	254687CZ7	03-23-2020	300,000.00	246.67	6,348.00	306,594.67	3.700 %	3.189 %	09-15-2024	306,666.00	493.32
Corp	Wells Fargo	95000U2B8	03-24-2020	400,000.00	1,808.33	(12,652.00)	389,156.33	2.625 %	4.061 %	07-22-2022	401,420.00	2,012.48
CD	American Express National Banl	02589AB27	03-24-2020	240,000.00			240,000.00	1.100 %	1.100 %	03-24-2025	230,090.40	50.64
CD	UBS Bank	90348JTH3	03-25-2020	240,000.00			240,000.00	1.250 %	1.250 %	03-25-2025	231,086.40	49.32
CD	BMW Bank	05580AVR2	03-26-2020	240,000.00			240,000.00	1.250 %	1.250 %	03-25-2025	231,091.20	41.08
CD	Live Oak Banking Company	538036LD4	03-31-2020	240,000.00			240,000.00	1.400 %	1.400 %	03-31-2025	232,029.60	276.16
CD	Merrick Bank	59013KGP5	03-31-2020	240,000.00			240,000.00	1.150 %	1.150 %	03-28-2024	238,044.00	
CD	Celtic Bank	15118RUR6	04-02-2020	240,000.00			240,000.00	1.350 %	1.350 %	04-02-2025	231,674.40	257.42
Corp	American Honda Financial Corp	02665WDC2	03-25-2020	500,000.00	2,135.42	(16,445.00)	485,690.42	2.050 %	3.292 %	01-10-2023	501,485.00	2,306.25
Corp	SunTrust Bank	86787EAN7	03-31-2020	1,000,000.00	11,458.33	18,510.00	1,029,968.33	2.750 %	2.126 %	05-01-2023	1,006,330.00	11,458.30
CD	Discover Bank	254673A22	04-02-2020	245,000.00			245,000.00	1.550 %	1.550 %	04-02-2025	237,953.80	1,872.73
CD	Capital One National Association	14042RPG0	04-08-2020	245,000.00			245,000.00	1.600 %	1.600 %	04-08-2025	238,262.50	1,868.71
CD	Capital One Bank (USA)	14042TDD6	04-08-2020	245,000.00			245,000.00	1.600 %	1.600 %	04-08-2025	238,262.50	1,868.71
Corp	Barclays Bank PLC	06747PKV0	04-08-2020	500,000.00			500,000.00	3.250 %	3.250 %	04-08-2025	492,215.00	7,809.03
CD	State Bank of India	856285TF8	04-29-2020	245,000.00			245,000.00	1.600 %	1.600 %	04-29-2025	238,115.50	1,643.18
Corp	Bank of America	06048WK82	03-04-2021	1,000,000.00	633.33	(17,800.00)	982,833.33	0.600 %	1.115 %	01-26-2026	899,110.00	1,083.30
Corp	Catepillar Financial Services	14913R2K2	03-04-2021	1,000,000.00	75.00	(2,350.00)	997,725.00	0.900 %	0.948 %	03-02-2026	929,960.00	725.00
Corp	Apple	037833BY5	03-15-2021	745,000.00	1,479.65	73,606.00	820,085.65	3.250 %	1.083 %	02-23-2026	758,938.95	2,555.76
Corp	IBM	459200JG7	03-16-2021	400,000.00	1,035.00	40,984.00	442,019.00	3.450 %	1.296 %	02-19-2026	406,848.00	1,610.00
Corp	Exxon	30231GAT9	03-16-2021	350,000.00	443.77	30,380.00	380,823.77	3.043 %	1.144 %	03-01-2026	353,626.00	887.54
Corp	BP Capital Markets Americas	05565QDB1	04-30-2021	171,000.00	2,607.48	12,130.74	185,738.22	3.119 %	1.567 %	05-04-2026	171,254.79	2,177.84
Corp	Lowes	540424AS7	04-30-2021	750,000.00	2,265.63	85,500.00	837,765.63	3.750 %	1.230 %	04-01-2026	769,897.50	14,062.50
Corp	BP Capital Markets Americas	10373QAT7	05-05-2021	1,500,000.00	129.96	126,675.00	1,626,804.96	3.119 %	1.365 %	05-04-2026	1,498,275.00	19,103.85
Corp	Bank of America	06048WL99	05-14-2021	1,500,000.00			1,500,000.00	1.400 %	1.400 %	05-14-2026	1,365,030.00	7,991.67
Corp	HSBC	40434CAD7	03-22-2022	500,000.00	4,326.39	9,165.00	513,491.39	3.500 %	2.656 %	06-23-2024	505,250.00	4,763.90
Corp	JP Morgan Chase	48128G6L9	03-28-2022	962,000.00	336.70	(2,405.00)	959,931.70	3.150 %	3.205 %	03-24-2027	949,041.86	589.23
Treasury	United States of America	912828N30	03-25-2022	1,000,000.00	4,930.94	6,500.00	1,011,430.94	2.125 %	1.270 %	12-31-2022	1,005,160.00	5,283.15
Treasury	United States of America	91282CCX7	03-30-2022	1,000,000.00	152.85	(50,780.00)	949,372.85	0.375 %	2.517 %	09-15-2024	950,900.00	163.00
				<b>45,944,098.69</b>	<b>40,640.64</b>	<b>303,250.48</b>	<b>46,287,989.81</b>				<b>45,564,690.34</b>	<b>101,152.12</b>

CITY of CALABASAS  
 INVESTMENTS CALLED / MATURED / SOLD  
 For the Quarter Ending March 31, 2022

Security Bank or Corporate Name	CUSIP	Purchase Date	A Face Value	B Accrued Interest	C Premium/(Discount)	D=A+B+C Purchase Price	Interest Rate	Yield to Maturity	Sold Date	Sold Price	Maturity Date
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**INVESTMENTS CALLED BACK by ISSUER**

Zero investments CALLED this quarter											
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**INVESTMENTS MATURED**

Zero investments MATURED this quarter											
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**INVESTMENTS SOLD by CITY of CALABASAS**

Zero investments SOLD this quarter											
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**CASH EARNINGS POSTED THIS QUARTER**

Jan 2022	33,778.63
Feb 2022	19,008.10
Mar 2022	<u>19,668.73</u>
Total	<u><u>72,455.46</u></u>

CITY of CALABASAS  
LIST of INVESTMENTS  
For the Quarter Ending June 30, 2022

Security	Bank or Corporate Name	CUSIP	Purchase Date	A Face Value	B Accrued Interest	C Premium/(Discount)	D=A+B+C Purchase Price	Interest Rate	Yield to Maturity	Maturity Date	Market Value	Accrued Interest
Cash	Bank of America ~ City Account			7,859,775.35			7,859,775.35				7,859,775.35	
Cash	Bank of America ~ Tennis & Swim Account			1,267,402.66			1,267,402.66				1,267,402.66	
Cash	Bank of America ~ Las Virgenes Parking Authority Account			28,574.18			28,574.18				28,574.18	
Pool	California Local Agency Investment Fund (LAIF)			24,122,900.91			24,122,900.91		0.750 %		24,122,900.91	
Cash	UBS Deposit Account			167,139.98			167,139.98	0.010 %			167,139.98	
Cash	FNC Money Market Fund			338,800.37			338,800.37	1.350 %			338,800.37	
CD	Citibank	17312Q2K4	12-10-2019	245,000.00	2,601.03	10,516.80	258,117.83	3.100 %	2.019 %	02-07-2024	244,882.40	2,975.57
CD	Morgan Stanley Bank	61690ULQ1	12-10-2019	245,000.00	798.43	(764.40)	245,034.03	1.950 %	2.018 %	10-10-2024	237,630.40	1,060.21
CD	Wells Fargo	949763L95	12-10-2019	245,000.00	316.49	353.34	245,669.83	2.050 %	2.019 %	10-17-2024	238,073.85	178.87
CD	Morgan Stanley Private Bank	61760A383	12-10-2019	245,000.00	255.07	(1,372.00)	243,883.07	1.900 %	2.019 %	11-20-2024	236,937.05	522.87
Corp	JP Morgan Chase	46625HKC3	03-23-2020	500,000.00	2,604.17	(12,850.00)	489,754.17	3.125 %	3.710 %	01-23-2025	493,040.00	6,814.25
Corp	Walt Disney	254687CZ7	03-23-2020	300,000.00	246.67	6,348.00	306,594.67	3.700 %	3.189 %	09-15-2024	300,984.00	3,237.51
Corp	Wells Fargo	95000U2B8	03-24-2020	400,000.00	1,808.33	(12,652.00)	389,156.33	2.625 %	4.061 %	07-22-2022	400,040.00	4,608.32
CD	American Express National Banl	02589AB27	03-24-2020	240,000.00			240,000.00	1.100 %	1.100 %	03-24-2025	225,837.60	708.81
CD	UBS Bank	90348JTH3	03-25-2020	240,000.00			240,000.00	1.250 %	1.250 %	03-25-2025	226,699.20	41.08
CD	BMW Bank	05580AVR2	03-26-2020	240,000.00			240,000.00	1.250 %	1.250 %	03-25-2025	226,742.40	789.04
CD	Live Oak Banking Company	538036LD4	03-31-2020	240,000.00			240,000.00	1.400 %	1.400 %	03-31-2025	227,556.00	266.95
CD	Merrick Bank	59013KGP5	03-31-2020	240,000.00			240,000.00	1.150 %	1.150 %	03-28-2024	233,947.20	
CD	Celtic Bank	15118RUR6	04-02-2020	240,000.00			240,000.00	1.350 %	1.350 %	04-02-2025	227,224.80	248.54
Corp	American Honda Financial Corp	02665WDC2	03-25-2020	500,000.00	2,135.42	(16,445.00)	485,690.42	2.050 %	3.292 %	01-10-2023	497,060.00	4,840.30
Corp	SunTrust Bank	86787EAN7	03-31-2020	1,000,000.00	11,458.33	18,510.00	1,029,968.33	2.750 %	2.126 %	05-01-2023	996,360.00	4,506.90
CD	Discover Bank	254673A22	04-02-2020	245,000.00			245,000.00	1.550 %	1.550 %	04-02-2025	233,298.80	925.97
CD	Capital One National Association	14042RPG0	04-08-2020	245,000.00			245,000.00	1.600 %	1.600 %	04-08-2025	233,541.35	891.40
CD	Capital One Bank (USA)	14042TDD6	04-08-2020	245,000.00			245,000.00	1.600 %	1.600 %	04-08-2025	233,541.35	891.40
Corp	Barclays Bank PLC	06747PKV0	04-08-2020	500,000.00			500,000.00	3.250 %	3.250 %	04-08-2025	483,465.00	3,701.39
CD	State Bank of India	856285TF8	04-29-2020	245,000.00			245,000.00	1.600 %	1.600 %	04-29-2025	233,276.75	665.86
Corp	Bank of America	06048WK82	03-04-2021	1,000,000.00	633.33	(17,800.00)	982,833.33	0.600 %	1.115 %	01-26-2026	869,100.00	1,066.70
Corp	Catepillar Financial Services	14913R2K2	03-04-2021	1,000,000.00	75.00	(2,350.00)	997,725.00	0.900 %	0.948 %	03-02-2026	908,730.00	2,950.00
Corp	Apple	037833BY5	03-15-2021	745,000.00	1,479.65	73,606.00	820,085.65	3.250 %	1.083 %	02-23-2026	740,440.60	8,541.63
Corp	IBM	459200JG7	03-16-2021	400,000.00	1,035.00	40,984.00	442,019.00	3.450 %	1.296 %	02-19-2026	394,492.00	5,021.67
Corp	Exxon	30231GAT9	03-16-2021	350,000.00	443.77	30,380.00	380,823.77	3.043 %	1.144 %	03-01-2026	343,668.50	3,520.58
Corp	Lowe's	540424AS7	04-30-2021	750,000.00	2,265.63	85,500.00	837,765.63	3.750 %	1.230 %	04-01-2026	744,810.00	6,953.10
Corp	BP Capital Markets Americas	10373QAT7	05-05-2021	1,500,000.00	129.96	126,675.00	1,626,804.96	3.119 %	1.365 %	05-04-2026	1,450,980.00	7,277.70
Corp	Bank of America	06048WL99	05-14-2021	1,500,000.00			1,500,000.00	1.400 %	1.400 %	05-14-2026	1,325,205.00	2,683.33
Corp	HSBC	40434CAD7	03-22-2022	500,000.00	4,326.39	9,165.00	513,491.39	3.500 %	2.656 %	06-23-2024	497,200.00	340.30
Corp	JP Morgan Chase	48128G6L9	03-28-2022	962,000.00	336.70	(2,405.00)	959,931.70	3.150 %	3.205 %	03-24-2027	876,054.92	8,080.80
Treasury	United States of America	912828N30	03-25-2022	1,000,000.00	4,930.94	6,500.00	1,011,430.94	2.125 %	1.270 %	12-31-2022	998,050.00	
Treasury	United States of America	91282CCX7	03-30-2022	1,000,000.00	152.85	(50,780.00)	949,372.85	0.375 %	2.517 %	09-15-2024	944,690.00	1,090.40
Corp	Morgan Stanley	61761J3R8	06-06-2022	300,000.00	3,359.38	(6,510.00)	296,849.38	3.125 %	3.694 %	07-27-2026	286,539.00	3,984.38
				<b>51,391,593.45</b>	<b>41,392.54</b>	<b>284,609.74</b>	<b>51,717,595.73</b>				<b>50,594,691.62</b>	<b>89,385.83</b>

CITY of CALABASAS  
 INVESTMENTS CALLED / MATURED / SOLD  
 For the Quarter Ending June 30, 2022

Security	Bank or Corporate Name	CUSIP	Purchase Date	A Face Value	B Accrued Interest	C Premium/(Discount)	D=A+B+C Purchase Price	Interest Rate	Yield to Maturity	Sold Date	Sold Price	Maturity Date
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**INVESTMENTS CALLED BACK by ISSUER**

Corp	BP Capital Markets Americas	05565QDB1	04-30-2021	171,000.00	2,607.48	12,130.74	185,738.22	3.119 %	1.567 %	06-30-2022	171,000.00	05-04-2026
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**INVESTMENTS MATURED**

Zero investments MATURED this quarter

**INVESTMENTS SOLD by CITY of CALABASAS**

Zero investments SOLD this quarter

**CASH EARNINGS POSTED THIS QUARTER**

Apr 2022	54,091.88
May 2022	54,580.42
Jun 2022	21,916.59
Total	<u>130,588.89</u>



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

---

**DATE:** AUGUST 29, 2022

**TO:** HONORABLE MAYOR AND COUNCILMEMBERS

**FROM:** ERICA L. GREEN, COMMUNITY SERVICES DIRECTOR

**SUBJECT:** AUTHORIZATION TO APPROVE AND ADD AMENDMENT NO. 2, FOR ADDITIONAL FUNDING IN THE AMOUNT OF \$30,000 TO THE PROFESSIONAL SERVICES AGREEMENT WITH THE ILLINI COMPANIES, INC. DBA COMMERCIAL AQUATICS, INC.

**MEETING DATE:** SEPTEMBER 14, 2022

---

**SUMMARY RECOMMENDATION:**

That the City Council authorizes to approve Amendment Number 2 for additional funding in the amount of \$30,000 to the existing Professional Services Agreement (PSA) with The Illini Companies, Inc. DBA Commercial Aquatics, Inc. for regular monthly pool service and any authorized unexpected emergency work repair on pool equipment at the Calabasas Tennis and Swim Center.

**BACKGROUND:**

On October 21, 2020 a Professional Services Agreement for \$60,000 was approved by the City Manager for a (2) two year term for general monthly pool service and authorized unexpected emergency repair of pool equipment at the Calabasas Tennis and Swim Center.

On November 10, 2021, Amendment Number 1 was approved by the City Council amending the Not to Exceed amount from \$60,000 to \$120,000 for general monthly pool service and authorized unexpected emergency repair of pool equipment at the Calabasas Tennis and Swim Center.

**DISCUSSION/ANALYSIS:**

The purpose of this agenda item is to amend funding to the current Professional Services Agreement (PSA) that was approved on October 21, 2020 and amended on November 10, 2021. The requested funding will cover expenses through the term of the current PSA which ends December 2022.

The requested funding is needed due to unforeseen major repairs or replacement of various pool equipment at the Calabasas Tennis and Swim Center, such as the impeller for the large pool and the motor for the small pool. In addition, due to equipment and supply shortages throughout the country as a result of the pandemic, costs of supplies and equipment have increased drastically. For these reasons, the funding approved in the original contract has been depleted and requires additional funding to continue maintenance and operations of the aquatic facilities at the Calabasas Tennis and Swim Center.

**FISCAL IMPACT/SOURCE OF FUNDING:**

Funding Source: 50-521-525200

**REQUESTED ACTION:**

Staff requests that City Council authorize and approve amendment number 2 for additional funding in the amount of \$30,000 to the existing Professional Services Agreement (PSA) with The Illini Companies, Inc. DBA Commercial Aquatics, Inc.

**ATTACHMENTS:**

Amendment No. 2 to Professional Services Agreement

**ITEM 7 ATTACHMENT**  
**AMENDMENT No. 2 TO PROFESSIONAL SERVICES AGREEMENT**  
(City of Calabasas and The Illini Companies, Inc., DBA: Commercial Aquatics, Inc.)

This Amendment No. 2 (“Amendment”) to Professional Services Agreement (“Agreement”) is made on this 14th day of September, 2022 at Calabasas, California, by and between the City of Calabasas, a municipal corporation, 100 Civic Center Way, Calabasas, California 91302 (“City”) and the Illini Companies, Inc., DBA: Commercial Aquatics, Inc., 1211 N. Hawk Circle, Anaheim, CA 92807 (“Contractor/Consultant”).

This “Amendment” modifies the original Agreement between the “City” and the “Contractor/Consultant” dated September 15, 2020 and Amendment No. 1 dated November 10, 2021 in the following fashion:

- A. City and Contractor/Consultant desire to amend the Agreement by modifying section 3.1 – Scope of Services as set forth in Contractor/Consultant’s [Month, Day, Year] proposal to City attached hereto as Exhibit [A-1] and incorporated herein by this reference.
- B. City and Contractor/Consultant desire to amend the Agreement by modifying section 3.2 – Approved Fee Schedule as set forth in Contractor/Consultant’s [Month, Day, Year] fee schedule to City attached hereto as Exhibit [B-1] and incorporated herein by this reference.
- C. City and Contractor/Consultant desire to amend the Agreement by modifying section 3.4 – Expiration Date of the Agreement to read as follows:  
  
3.4 “Expiration Date”: \_\_\_\_\_.  
  
Section 4 of the Agreement is also amended to incorporate the new Expiration Date.
- D. City and Contractor/Consultant desire to amend the Agreement by modifying Section 5 so that the total compensation and costs payable to Contractor/Consultant under this Agreement is a not-to-exceed sum of \$150,000.

To also be included in this Amendment, is the following:

**PREVAILING WAGES**

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:

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

Initials: (City) \_\_\_\_\_ (The Illini Companies, Inc.) \_\_\_\_\_

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.

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.

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.

1.3.1 Notwithstanding anything to the contrary, Consultant shall defend, indemnify, and hold harmless the City, and its officers, employees, agents, and volunteers free and harmless from any claim or liability arising out of failure or alleged failure of Consultant to comply with such prevailing wage laws.”

Initials: (City) \_\_\_\_\_ (The Illini Companies, Inc.) \_\_\_\_\_



1.4 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:

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

Initials: (City) \_\_\_\_\_ (The Illini Companies, Inc.) \_\_\_\_\_

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

**“City”**  
**City of Calabasas**

By: \_\_\_\_\_  
Mary Sue Maurer, Mayor

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

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

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

By: \_\_\_\_\_  
Erica Green, Community Services Director

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

Attest:

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

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

Approved as to form:

By: \_\_\_\_\_  
Matthew T. Summers, City Attorney

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

**“Consultant/Contractor”**  
**The Illini Companies, Inc., DBA: Commercial Aquatics, Inc.**

By: \_\_\_\_\_  
Jerry Sutton, President

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

By: \_\_\_\_\_  
Ann Marie Rees, General Manager

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



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

---

**DATE:** AUGUST 29, 2022

**TO:** HONORABLE MAYOR AND COUNCILMEMBERS

**FROM:** ERICA L. GREEN, COMMUNITY SERVICES DIRECTOR

**SUBJECT:** AUTHORIZATION TO APPROVE AND ADD AMENDMENT NO. 1, FOR ADDITIONAL FUNDING IN THE AMOUNT OF \$10,000 TO THE PROFESSIONAL SERVICES AGREEMENT WITH THE SAUCE CREATIVE SERVICES CORP.

**MEETING DATE:** SEPTEMBER 14, 2022

---

**SUMMARY RECOMMENDATION:**

That the City Council authorizes to approve amendment number 1 for additional funding in the amount of \$10,000 to the existing Professional Services Agreement (PSA) with The Sauce Creative Services Corp. for the design, print and mailing of the Recreation Brochure.

**BACKGROUND:**

On April 19, 2022 a Professional Services Agreement for \$60,000 was approved by the City Manager for a one-year term for the design, print and mailing of the Recreation Brochure.

**DISCUSSION/ANALYSIS:**

The purpose of this agenda item is to amend funding to the current Professional Services Agreement (PSA) that was approved on April 19, 2022. The requested

funding will cover expenses through the term of the current PSA which ends March 2023.

The requested funding, is needed due to increased costs of paper, postage and bulk mailing fees. For this reason, the funding approved in the original contract requires additional funding to print and mail the annual Recreation Brochure.

**FISCAL IMPACT/SOURCE OF FUNDING:**

Funding Source: 10-513-5222-00

**REQUESTED ACTION:**

Staff requests that City Council authorize and approve amendment number 1 for additional funding in the amount of \$10,000 to the existing Professional Services Agreement (PSA) with The Sauce Creative Services Corp.

**ATTACHMENTS:**

Amendment No. 1 to Professional Services Agreement

**ITEM 8 ATTACHMENT**  
**AMENDMENT No. #1 TO PROFESSIONAL SERVICES AGREEMENT**  
(City of Calabasas and The Sauce Creative Services Corp)

This Amendment No. #1 (“Amendment”) to Professional Services Agreement (“Agreement”) is made on this 14th day of September 2022 at Calabasas, California, by and between the City of Calabasas, a municipal corporation, 100 Civic Center Way, Calabasas, California 91302 (“City”) and The Sauce Creative Services Corp, 2600 S. California Ae. Suite C, Monrovia, CA (“The Sauce Creative Services Corp”).

This “Amendment” modifies the original Agreement between the “City” and the “The Sauce Creative Services Corp” dated April 19, 2022 in the following fashion:

- A. City and Contractor/Consultant’s desire to amend the Agreement by modifying section 3.1 – Scope of Services as set forth in Contractor/Consultant’s [Month, Day, Year] proposal to City attached hereto as Exhibit [A-1] and incorporated herein by this reference.
- B. City and Contractor/Consultant desire to amend the Agreement by modifying section 3.2 – Approved Fee Schedule as set forth in Contractor/Consultant’s [Month, Day, Year] fee schedule to City attached hereto as Exhibit [B-1] and incorporated herein by this reference.
- C. City and The Sauce Creative Services Corp desire to amend the Agreement by modifying section 3.4 – Expiration Date of the Agreement to read as follows:  

4.4 “Expiration Date”: \_\_\_\_\_.

Section 4 of the Agreement is also amended to incorporate the new Expiration Date.
- D. City and The Sauce Creative Services Corp desire to amend the Agreement by modifying Section 6 so that the total compensation and costs payable to The Sauce Creative Services Corp under this Agreement is a not-to-exceed sum of \$70,000.
- E. City and Contractor/Consultant’s desire to amend the Agreement by modifying Section 5 – Consultant/Contractor’s Services to include those additional services as set forth in Contractor/Consultant’s [Month, Day, Year] proposal to City attached hereto as Exhibit [C-1] and incorporated herein by this reference.

Initials: (City) \_\_\_\_\_ (The Sauce Creative Services Corp) \_\_\_\_\_  
Page 1 of 3

**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**

**“Contractor/Consultant”**  
**The Sauce Creative Services Corp**

By: \_\_\_\_\_  
Mary Sue Maurer, Mayor

By: \_\_\_\_\_  
Sergio Balandran, CEO

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

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

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

By: \_\_\_\_\_  
April Cordero, Secretary

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

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

By: \_\_\_\_\_  
Erica Green, Community Services Director

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

Attest:

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

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

Approved as to form:

By: \_\_\_\_\_  
Matthew T. Summers, City Attorney

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





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

---

**DATE:** AUGUST 30, 2022

**TO:** HONORABLE MAYOR AND COUNCILMEMBERS

**FROM:** ERICA L. GREEN, COMMUNITY SERVICES DIRECTOR

**SUBJECT:** AUTHORIZATION TO APPROVE AND ADD AMENDMENT NO. 1, FOR ADDITIONAL FUNDING IN THE AMOUNT OF \$25,000 TO THE PROFESSIONAL SERVICES AGREEMENT WITH THE A RENTAL CONNECTION

**MEETING**  
**DATE:** SEPTEMBER 14, 2022

---

**SUMMARY RECOMMENDATION:**

That the City Council authorizes to approve amendment number 1 for additional funding in the amount of \$25,000 to the existing Professional Services Agreement (PSA) with A Rental Connection for stages and equipment rentals related to special events.

**BACKGROUND:**

On July 13, 2021 a Professional Services Agreement for \$60,000 was approved by the City Manager for an 18-month term for the purpose of renting stages and equipment for public programs and special events throughout the City of Calabasas.

**DISCUSSION/ANALYSIS:**

The purpose of this agenda item is to amend funding to the current Professional Services Agreement (PSA) that was approved on July 13, 2021. The requested



funding will cover expenses through the term of the current PSA which ends December 2022.

The requested funding, is needed to rent stages, canopies, tables, and other equipment for the SunSet Concert Series, Calabasas Pumpkin Festival, State of the City Address, and City Council Reorganization events hosted by the City of Calabasas through December 2022. The initial contract was expended faster than anticipated as the number of events and costs of supplies and labor increased. The funding approved in the original contract has been depleted and requires additional funding to proceed with the scheduled annual events.

**FISCAL IMPACT/SOURCE OF FUNDING:**

Funding Source: 10-516-5252-18, 10-516-5252-23, and 10-111-5252-06

**REQUESTED ACTION:**

Staff requests that City Council authorize and approve amendment number 1 for additional funding in the amount of \$25,000 to the existing Professional Services Agreement (PSA) with A Rental Connection.

**ATTACHMENTS:**

Amendment No. 1 to Professional Services Agreement

**ITEM 9 ATTACHMENT**  
**AMENDMENT No. 1 TO PROFESSIONAL SERVICES AGREEMENT**  
(City of Calabasas and A Rental Connection)

This Amendment No. 1 (“Amendment”) to Professional Services Agreement (“Agreement”) is made on this 30th day of August 2022 at Calabasas, California, by and between the City of Calabasas, a municipal corporation, 100 Civic Center Way, Calabasas, California 91302 (“City”) and A Rental Connection 5397 N. Commerce Ave., Moorpark, CA 93021 (“Consultant”)

This “Amendment” modifies the original Agreement between the “City” and the A Rental Connection dated July 13, 2022 in the following fashion:

- A. City and Contractor/Consultant desire to amend the Agreement by modifying section 3.1 – Scope of Services as set forth in Contractor/Consultant’s [Month, Day, Year] proposal to City attached hereto as Exhibit [A-1] and incorporated herein by this reference.
- B. City and Contractor/Consultant desire to amend the Agreement by modifying section 3.2 – Approved Fee Schedule as set forth in Contractor/Consultant’s [Month, Day, Year] fee schedule to City attached hereto as Exhibit [B-1] and incorporated herein by this reference.
- C. City and Contractor/Consultant desire to amend the Agreement by modifying section 3.4 – Expiration Date of the Agreement to read as follows:  
  
3.4 “Expiration Date”: \_\_\_\_\_.  
  
Section 4 of the Agreement is also amended to incorporate the new Expiration Date.
- D. City and Consultant desire to amend the Agreement by modifying Section 6 so that the total compensation and costs payable to Consultant under this Agreement is a not-to-exceed sum of \$85,000.
- E. City and Contractor/Consultant desire to amend the Agreement by modifying Section 5 – Consultant/Contractor’s Services to include those additional services as set forth in Contractor/Consultant’s [Month, Day, Year] proposal to City attached hereto as Exhibit [C-1] and incorporated herein by this reference.

Initials: (City) \_\_\_\_\_ (Consultant) \_\_\_\_\_

**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”**  
**A Rental Connection**

By: \_\_\_\_\_  
Mary Sue Maurer, Mayor

By: \_\_\_\_\_  
Les Sumpter, Owner

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

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

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

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

By: \_\_\_\_\_  
Erica Green, Community Services  
Director

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

Attest:

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

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

Approved as to form:

By: \_\_\_\_\_  
Matthew T. Summers, City Attorney

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





**CITY of CALABASAS**

**CITY COUNCIL AGENDA REPORT**

---

**DATE: AUGUST 30, 2022**

**TO: HONORABLE MAYOR AND COUNCILMEMBERS**

**FROM: ERICA L. GREEN, COMMUNITY SERVICES DIRECTOR**

**SUBJECT: RECOMMENDATION TO ESTABLISH THE CALABASAS COMMUNITY FOUNDATION, INC. A NONPROFIT PUBLIC BENEFIT CORPORATION (501 (c) 3)**

**MEETING DATE: SEPTEMBER 14, 2022**

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**SUMMARY RECOMMENDATION:**

Staff recommends approval to establish the Calabasas Community Foundation, Inc. A nonprofit public benefit corporation (501 (c) 3) for charitable and public purposes.

**BACKGROUND:**

The City of Calabasas has identified the need to establish a nonprofit corporation for the following purposes:

- a. to initiate, sponsor and execute plans, activities, and events to foster and promote the interests of the residents of the City of Calabasas, including, but not limited to, the interests of the residents regarding the activities of the City's Community Services Department, the Library and other departments;
- b. to receive, invest, and utilize funds and property acquired through the solicitation of contributions, donations, grants, gifts, bequests, and the like for the purposes for which the Corporation is formed; and
- c. any other purpose beneficial to the public.

**DISCUSSION/ANALYSIS:**

The Calabasas Community Foundation, Inc. is organized as a charitable organization that is advantageous to the general public and designed exclusively to enhance the quality of life for the residents of Calabasas. The Foundation will serve as an avenue; for all City departments to secure funding via public donations, government grants, and fundraisers. The funding can be utilized to subsidize Community Services Department, the Library, and other department programming, enhance City programs and events, and offset funding of City projects. In addition, the Foundation will administer large sponsorships/donations from corporations and businesses.

The Calabasas Community Foundation, Inc. will consist of five volunteer Directors, including a Chairperson, Secretary, Treasurer, and two resident board members. The City Council will elect elected positions.

**FISCAL IMPACT/SOURCE OF FUNDING:**

No impact to the General Fund.

**REQUESTED ACTION:**

Staff recommends approval to establish the Calabasas Community Foundation, Inc. A nonprofit public benefit corporation for charitable and public purposes.

**ATTACHMENTS:**

- A. Draft Articles of Incorporation
- B. Draft Bylaws

ITEM 10 ATTACHMENT A  
ARTICLES OF INCORPORATION  
OF  
THE CALABASAS COMMUNITY FOUNDATION, INC.

I.

The name of this corporation is “The Calabasas Community Foundation, Inc.” (hereinafter “Corporation”).

II.

A. The Corporation is a nonprofit Public Benefit Corporation and is not organized for the private gain of any person. It is organized under the California Nonprofit Public Benefit Corporation Law for charitable and public purposes.

B. The purposes for which the Corporation is formed are:

- i. to initiate, sponsor and execute plans, activities, and events to foster and promote the interests of the residents of the City of Calabasas (hereinafter “City”), including, but not limited to, the interests of the residents regarding the activities of the City’s Community Services Department;
- ii. to receive, invest, and utilize funds and property acquired through the solicitation of contributions, donations, grants, gifts, bequests, and the like for the purposes for which the Corporation is formed; and
- iii. any other purpose beneficial to the public.

III.

A. The name and address in the State of California of the Corporation’s initial agent for service of process is:

Maricela Hernandez  
City Clerk  
100 Civic Center Way  
Calabasas, CA 91302

IV.

A. The initial street and mailing address of the Corporation is:

City of Calabasas  
100 Civic Center Way

Calabasas, CA 91302

IV.

A. This Corporation is organized and operated exclusively for charitable and public purposes within the meaning of Internal Revenue Code Section 501(c)(3).

B. No substantial part of the activities of this Corporation shall consist of carrying on propaganda, or otherwise attempting to influence legislation, and the Corporation shall not participate or intervene in any political campaign (including the publication or distribution of statements) on behalf of, or in opposition to, any candidate for public office.

V.

A. The property of the Corporation is irrevocably dedicated to the charitable purposes set forth above and no part of the net income or assets of this Corporation shall ever inure to the benefit of any director, member, or officer thereof, or to the benefit of any private persons.

B. Upon the dissolution or winding up of this Corporation, its assets remaining after payment, or provisions for payment, of all debts and liabilities of this corporation shall be distributed to the City of Calabasas for public purposes or to a nonprofit fund, foundation, or corporation which is organized and operated exclusively for charitable purposes and which has established its tax exempt status under Internal Revenue Code Section 501(c)(3).

C. Notwithstanding any other provision in these Articles of Incorporation, the Corporation shall not carry on any other activities not permitted to be carried on (a) by a corporation exempt from federal income tax under Internal Revenue Code section 501(c)(3) (or the corresponding provision of any future federal internal revenue law), or (b) by a corporation, contributions to which are deductible under Internal Revenue Code section 170(c)(2) (or the corresponding provision of any future federal internal revenue law).



VI.

A. These Articles of Incorporation may not be amended, restated, or modified without the approval of a majority of the voting members of the Board of Directors of the Corporation.

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

\_\_\_\_\_  
Matthew T. Summers  
City Attorney, City of Calabasas

## **ITEM 10 ATTACHMENT B**

### **BYLAWS OF CALABASAS COMMUNITY FOUNDATION**

#### **ARTICLE I. NAME**

##### ***Section 1 Name of the Corporation.***

The name of this nonprofit corporation is “The Calabasas Community Foundation, Inc.” (“Corporation”).

##### ***Section 2 Changing the Name of the Corporation.***

The name of this Corporation may be changed, subject to the laws and regulations of the State of California, when such a change is approved by a two-thirds vote of the Board of Directors (“Board”).

#### **ARTICLE II. OFFICES**

##### ***Section 1 Principal Office.***

The Corporation’s principal office shall be fixed and located at such place as the Board shall determine. The Board is granted full power and authority to change said principal office from one location to another.

##### ***Section 2 Other Offices.***

Branch or subordinate offices may be established at any time by the Board at any place or places.

#### **ARTICLE III. PURPOSE**

##### ***Section 1 Purpose.***

The Corporation is a nonprofit Public Benefit Corporation and is not organized for the private gain of any person. It is organized under the California Nonprofit Public Benefit Corporation Law for charitable and public purposes. This Corporation is organized and operated exclusively for the purposes set forth in Article III Section 2 hereof within the meaning of Internal Revenue Code section 501(c)(3).

##### ***Section 2 Activities.***

The Corporation shall initiate, sponsor and execute plans, activities, and events to foster and promote the interests of the residents of the City of Calabasas (“City”), including, but not limited to, the interests of the residents regarding the activities of the City of

Calabasas Community Services Department; receive, invest, and utilize funds and property acquired through the solicitation of contributions, donations, grants, gifts, bequests, and the like for the purposes for which the Corporation is formed; and fulfill any other purpose beneficial to the public, within limitations as specified by the Board.

***Section 3 Goals and Objectives.***

The Corporation shall, from time to time, determine and establish short-term goals and objectives, and speak for the residents of the City as one voice; except that no substantial part of the activities of the Corporation shall consist of carrying on propaganda or otherwise attempting to influence legislation, or the intervention into the political campaign of any candidate for public office.

**ARTICLE IV. MEMBERSHIP**

***Section 1 No Membership.***

The Corporation shall have no members as that term is defined by Section 5056 of the California Corporations Code (“CCC”), and shall be governed solely by its Board in accordance with these Bylaws. Pursuant to CCC section 5310(b), any action which would otherwise require approval by a majority of all members shall only require the approval of the Board. The Corporation may refer to persons or entities associated with it as “members” even though those persons or entities are not voting members, but no such reference shall constitute any person or entity a member within the meaning of CCC section 5056.

**ARTICLE V. BOARD OF DIRECTORS**

***Section 1 Number.***

The Corporation shall have five (5) Directors and collectively they shall be known as the Board of Directors. The appointed Board of Directors shall be appointed by the City Manager.

***Section 2 Qualifications.***

The Board shall consist of three (3) appointed positions:

- a) The Chair Person — who shall be either the City Manager or the Community Services Director of the City of Calabasas, appointed by the City Manager.
- b) The Secretary — who shall be either the Community Services Director or the Community Services Deputy Director of the City of Calabasas, appointed by the City Manager.
- c) The Treasurer — who shall be the Chief Financial Officer of the City of Calabasas, appointed by the City Manager.

And the Board shall consist of two (2) elected positions:

- a) Two residents of the City, one of these residents being a business representative.

***Section 3 Elected Positions.***

The above-named elected positions shall be elected by the City of Calabasas City Council, in accordance with Article VI.

***Section 4 Term of Office – Appointed Positions.***

The term of office for the above-named appointed positions shall run concurrently with their respective terms of office.

***Section 5 Term of Office – Elected Positions.***

The term of office for the above-named elected positions shall be three (3) years, commencing with the first day of the Corporation year.

***Section 6 Termination of Directors.***

The term of any Director shall terminate upon the occurrence of any of the following events:

- a) The death or resignation of the Director.
- b) Upon the termination of the Director's position by which they are designated a Director, or upon the termination of the Director's position as an office-holder of the City, as applicable.

***Section 7 Compensation.***

All Directors shall serve without pay.

***Section 8 Chairperson.***

The City Manager or Community Services Director of the City shall be the Chairperson of the Board.

***Section 9 Failure of Director to Attend Board Meetings.***

If any Director fails to attend three successive Board meetings, and if they fail to present reasons for such absences which are acceptable to the Board, they will be considered as having resigned from the Board.

***Section 10 Removal of Director.***

Any Director may be removed from office by a majority vote (3 (three)) of the total number of Directors (5). Written charges shall be delivered to the Secretary at least ten (10) days before any Board meeting at which suspension is to be considered. The persons charged shall have the right to the floor for a reasonable time for the purpose of denying or refuting charges. If the majority of the entire Board votes to sustain the charge, such a person shall be immediately removed from office.

***Section 11 Vacancy.***

If a vacancy should arise for any reason for an elected Director, the Board shall immediately call for the appointment of a successor, who shall serve for the unexpired term of the officer or Director who resigned or has been removed from office. This appointment shall be coordinated by the Chairperson, as outlined in Article VI.

If a vacancy should arise for any reason for an appointed Director, then, the person who replaced the former appointed Director in the position designated as a Director by Article V Section 2 shall thereby become a Director.

***Section 12 Duties of Board.***

It shall be the duty of the Directors to:

- a) Perform any and all duties imposed on them collectively or individually by law, by the Articles of Incorporation of this Corporation, or by these Bylaws;
- b) Appoint and remove, employ and discharge, and, except as otherwise provided in these Bylaws, prescribe the duties, of all officers, agents and employees of the Corporation;
- c) Supervise all officers, agents, and employees of the Corporation to assure that their duties are performed properly;
- d) Meet at such times and places as required by these Bylaws; and
- e) Register their addresses with the Secretary of the Corporation and notices of meetings sent to them at such addresses shall be valid notices thereof.

***Section 13 Powers of the Board.***

Subject to any limitations in the Articles of Incorporation or these Bylaws and to compliance with any applicable laws, the activities and affairs of the Corporation shall be conducted, and all corporate powers shall be exercised by or under the direction of the Board. The Board may delegate the management of the activities of the Corporation to any person or persons, a management company or committees, however composed, provided that the activities and affairs of the Corporation shall be managed, and all corporate powers shall be exercised under the ultimate direction of the Board. Without prejudice to such general powers, but subject to the same limitations, it is hereby expressly declared that the Board shall have the following powers in addition to the other powers enumerated in these Bylaws:

- a) To establish Corporation policy.
- b) To ensure that the Corporation performs in accordance with its purposes, as stated in Article III of these Bylaws.
- c) To approve all expenditures made in the name of the Corporation.
- d) To act upon proposed amendments to these Bylaws.
- e) To select and remove all officers, agents, and employees of the Corporation, prescribe powers and duties for them as may not be inconsistent with law, the

- Articles or these Bylaws, fix their compensation and require from them such security, if any, for faithful service as the Board may deem appropriate;
- f) To conduct, manage and control the affairs and activities of the Corporation, and to make such rules and regulations therefor not inconsistent with law, the Articles or these Bylaws, as they may deem appropriate; and
  - g) To adopt, make and use a corporate seal and to alter the form of such seal from time to time as they may deem appropriate, but failure to affix a seal does not affect the validity of any instrument.

## **ARTICLE VI. ELECTIONS FOR ELECTED DIRECTORS**

### ***Section 1 Coordination.***

Nominations and elections for elected positions of the Board shall be coordinated by the Chairperson.

### ***Section 2 Nominations for the Elected Positions of the Board.***

Nominations for the elected positions of the Board specified in Article V Section 2 of these Bylaws shall be offered by the Board. At least one (1) name shall be nominated for each position. The Board must obtain prior permissions from all nominees before submitting a nomination. Nominations will be submitted to the City of Calabasas City Council at least one (1) month prior to election of the position(s) in question.

### ***Section 2 Installation of Elected Directors—Regular Election.***

All Directors elected at the regular election shall be installed as of the first day of the next Corporation year and shall serve for three (3) years.

### ***Section 3 Installation of Elected Directors—Special Election.***

All Directors elected as a result of a special election shall be installed immediately and shall serve until the next regular scheduled election.

## **ARTICLE VII. OFFICERS**

### ***Section 1 Number and Title.***

The Officers of the Corporation shall be the Chairperson, a Secretary, and a Treasurer.

### ***Section 2 Chairperson.***

The City Manager or Community Services Director of the City of Calabasas shall be the Chairperson of the Board and the Chairperson of the Corporation.

### ***Section 3 Secretary.***

The Community Services Director or Community Services Deputy Director of the City of Calabasas shall be the Secretary of the Corporation.

***Section 4 Treasurer.***

The Chief Financial Officer of the City of Calabasas shall be the Treasurer of the Corporation.

***Section 5 Resignation and Removal of Officers.***

Any officer may resign at any time on written notice to the Corporation without prejudice to the rights, if any, of the Corporation under any contract to which the officer is a party. Officers may be removed with or without cause at any meeting of the Board by the affirmative vote of a majority of all the Directors.

***Section 6 Vacancies.***

Any vacancy caused by the death, resignation, removal, or otherwise, of any officer, shall be filled by the Board. In the event of a vacancy in any office, such vacancy may be filled temporarily by appointment by the Chairperson until such time as the Board shall fill the vacancy. Vacancies occurring in offices of officers appointed at the discretion of the Board may or may not be filled as the Board shall determine.

***Section 7 Duties of Chairperson.***

The City Manager or Community Services Director of the City of Calabasas shall serve as the Chairperson of the Board as well as the Chairperson of the Corporation. The Chairperson shall be the Chief Executive Officer of the Corporation and shall, subject to the control of the Board, supervise and control the affairs of the Corporation and the activities of the officers. The Chairperson shall perform all duties incident to his or her office and such other duties as may be required by law, by the Articles of Incorporation of this Corporation, or by these Bylaws, or which may be prescribed from time to time by the Board.

***Section 6 Duties of Secretary.***

The Community Services Director or Community Services Deputy Director of the City of Calabasas shall serve as the Secretary of the Corporation. The Secretary shall keep or cause to be kept at the principal office of the Corporation, or such other place as the Board may order, a book of minutes of all meetings, proceedings, and actions of the Board. The minutes of meetings shall include the time and place that the meeting was held; whether the meeting was regular or special, and if special, how authorized; the notice given; and the names of persons present at meetings. The Secretary shall keep or cause to be kept written waivers of notice of meetings; written consents to holding meetings, written approval of minutes of meetings; and unanimous written consents of action of the Board without a meeting. The Secretary shall keep or cause to be kept, at the principal office of the Corporation, a copy of the Articles of Incorporation and Bylaws, as amended to date. The Secretary shall give, or cause to be given, notice of all meetings of the Board that these Bylaws require to be given. The Secretary shall keep and maintain the corporate seal, if any, and shall see that the seal is affixed to all duly executed documents, the execution of which on behalf of the Corporation under its seal is

authorized by law or these Bylaws. The Secretary shall perform such other and further duties as may be required by law or required by the Board or these Bylaws.

***Section 7 Duties of Treasurer.***

The Chief Financial Officer of the City of Calabasas shall serve as the Treasurer of the Corporation. The Treasurer shall keep and maintain, or cause to be kept and maintained, adequate and correct books and accounts of the Corporation's properties and transactions, including accounts of its assets, liabilities, receipts, disbursements, gains, and losses. The books and records of account shall at all times be open to inspection by any Director of the Corporation. The Treasurer shall deposit all monies and other valuables in the name of and the credit of the Corporation with such depositories as may be designated by the Board. The Treasurer shall disburse the funds of the Corporation as ordered by the Board, and shall render to the Chairperson of the Board and all Directors, upon request, an account of all transactions as Treasurer and of the financial condition of the Corporation. The Treasurer shall perform such other and further duties as may be required by law or required by the Board or these Bylaws.

***Section 8 General Counsel.***

The City Attorney of the City of Calabasas shall serve as General Counsel to the Corporation.

**ARTICLE VIII. MEETINGS**

***Section 1 Place of Meetings.***

Meetings shall be held at the principal office of the Corporation unless otherwise provided in these Bylaws or at such place within the City which has been designated by resolution of the Board.

***Section 2 Regular Meetings.***

Regular meetings of the Board shall be held quarterly on the first Monday of the quarter at 6:00 PM, unless such day falls on a legal holiday, in which event the regular meeting shall be held at the same time and place two weeks later.

***Section 3 Special Meetings.***

Special meetings of the Board may be called by the Chairperson of the Board, the Secretary, or any two Directors.

***Section 4 Notice of Meetings.***

Regular meetings shall be noticed to all Directors and officers at least seventy-two hours in advance of the meeting. Special meetings shall be noticed at least twenty-four hours in advance of the meeting. Notice of the meetings shall specify the time, place, and include an agenda briefly describing the items to be discussed.



***Section 5 Quorum.***

A majority of the Board constitutes a quorum of the Board for the transaction of business. Except as otherwise provided in these Bylaws or in the Articles of Incorporation of this Corporation, or by law, no business shall be considered by the Board at any meeting at which a quorum, as herein defined, is not present, and the only motion which the Chairperson shall entertain at such meeting is a motion to adjourn. However, a majority of the Directors present at such meeting may adjourn from time to time until the time fixed for the next regular meeting of the Board.

The Directors present at a duly called and held meeting at which a quorum is initially present may continue to do business notwithstanding the loss of a quorum at the meeting due to a withdrawal of Directors from the meeting, provided that any action thereafter taken must be approved by at least a majority of the required quorum for such meeting or such greater percentage as may be required by law, or the Articles of Incorporation or Bylaws of this Corporation.

***Section 6 Majority Action as Board Action.***

Every act or decision done or made by a majority of the Directors present at a meeting of the Board duly held at which a quorum is present is the act of the Board, unless the Articles of Incorporation or Bylaws of this Corporation, or provisions of the California Nonprofit Public Benefit Corporation Law, particularly those provisions relating to appointment of committees (section 5212), approval of contracts or transactions in which a Director has a material financial interest (section 5233) and indemnification of Directors (section 5238(e)), require a greater percentage or different voting rules for approval of a matter by the Board.

***Section 7 Conduct of Meetings.***

Meetings of the Board shall be presided over by the Chairperson of the Board, or, in their absence, by the Secretary. The Secretary of the Corporation shall act as Secretary of all meetings of the Board, provided that, in his or her absence, the presiding officer shall appoint another person to act as Secretary of the Meeting.

***Section 8 Non-Liability of Directors.***

The Directors shall not be personally liable for the debts, liabilities, or other obligations of the Corporation.

***Section 9 Indemnification by Corporation of Directors, Officers, Employees and Other Agents.***

The Corporation may indemnify a Director, officer, or employee under the provisions of CCC section 5238, or pursuant to any contract entered into by the Corporation with any employee who is not an officer or Director. The Corporation may purchase and maintain insurance on behalf of any Director, officer, or employee of the Corporation against any liability asserted against or incurred by the Director, officer, or employee in such capacity

or arising out of the Director's, officer's, or employee's status as such, whether or not the Corporation would have the power to indemnify the Director, officer, or employee against such liability under the provisions of CCC section 5238.

## **ARTICLE IX. EMERGENCIES**

### ***Section 1 Emergency Defined.***

An emergency is defined under CCC section 5140(n)(5).

### ***Section 2 Board Action in Response to Emergency.***

During an emergency, the board may take any action that it determines to be necessary or appropriate to respond to the emergency, mitigate the effects of the emergency, or comply with lawful federal and state government orders, but shall not take any action that requires the vote of the members, unless the required vote of the members was obtained prior to the emergency.

### ***Section 3 Emergency Bylaws.***

All provisions of the regular bylaws consistent with the emergency bylaws shall remain effective during the emergency, and the emergency bylaws shall not be effective after the emergency ends.

### ***Section 4 Liability.***

Corporate action taken in good faith in accordance with the emergency bylaws binds the Corporation, and shall not be used to impose liability on a corporate Director, officer, employee, or agent.

## **ARTICLE X. FISCAL YEAR**

### ***Section 1 Corporation Fiscal Year.***

The Fiscal year of the Corporation shall commence on July 1 and end on the last day of June 30 of the previous year.

## **ARTICLE XI. AFFILIATIONS**

### ***Section 1 Affiliations.***

With a majority vote, the Board may affiliate with other nonprofit organizations; it may elect such representatives thereto as are necessary and proper; it may authorize the payment of appropriate fees for such affiliations; and it may terminate such affiliations when they are not in the interest of the Corporation. The Corporation shall not, through any affiliated relationships, participate in, contribute financially to, or identify the membership with any undertaking which is prohibited to the Corporation under its own Bylaws or Articles of Incorporation.

## **ARTICLE XII. EXECUTION OF INSTRUMENTS, DEPOSITS AND FUNDS**

### ***Section 1 Execution of Instruments.***

The Board, except as otherwise provided in these Bylaws, may by resolution authorize any officer or agent of the Corporation to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation, and such authority may be general or confined to specific instances. Unless so authorized, no officer, agent, or employee shall have any power or authority to bind the Corporation by any contract or engagement or to pledge its credit or to render it liable monetarily for any purpose or in any amount.

### ***Section 2 Checks and Notes.***

Except as otherwise specifically determined by resolution of the Board, or as otherwise required by law, checks, drafts, promissory notes, orders for the payment of money, and other evidence of indebtedness of the Corporation shall be signed by the Treasurer and countersigned by the Executive Director.

### ***Section 3 Deposits.***

All funds of the Corporation shall be deposited from time to time to the credit of the Corporation in such banks, trust companies, or other depositories as the Treasurer may designate.

### ***Section 4 Gifts.***

The Board may accept on behalf of the Corporation any contribution, gift, bequest, or devise for the charitable and public purposes of this Corporation.

## **ARTICLE XIII. CORPORATE RECORDS, REPORTS AND SEAL**

### ***Section 1 Maintenance of Corporate Records.***

The Corporation shall keep at its principal office:

- a) Minutes of all meetings of the Board, indicating the time and place of holding such meetings, whether regular or special, how called, the notice given, and the names of those present and the proceedings thereof;
- b) Adequate and correct books and records of account, including accounts of its properties and business transactions and accounts of its assets, liabilities, receipts, disbursements, gains and losses; and
- c) A copy of the Corporation's Articles of Incorporation and Bylaws as amended to date, which shall be open to inspection by the Directors of the Corporation at all reasonable times during office hours.

***Section 2 Corporate Seal.***

The Board may adopt, use, and at will alter, a corporate seal. Such seal shall be kept at the principal office of the Corporation. Failure to affix the seal to corporate instruments, however, shall not affect the validity of any such instrument.

***Section 3 Directors' Inspection Rights.***

Every Director shall have the absolute right at any reasonable time to inspect and copy all books, records and documents of every kind and to inspect the physical properties of the Corporation.

***Section 4 Right to Copy and Make Extracts.***

Any inspection under the provisions of this Article may be made in person or by agent or attorney and the right to inspection includes the right to copy and make extracts.

***Section 5 Annual Report.***

The Board shall cause an annual report to be prepared not later than one hundred twenty (120) days after the close of the fiscal year. The report shall contain all the information required by CCC Section 6321(a) and shall be accompanied by any report thereon of independent accountants, or if there is no such report, the certificate of an authorized officer of the Corporation that such statements were prepared without audit from the books and records of the Corporation. The annual report shall be furnished to all Directors.

***Section 6 Annual Statement of Certain Transactions and Indemnifications.***

The Corporation shall furnish annually a statement of any transaction or indemnification described in CCC Section 6322(d) and (e), if such transaction or indemnification took place. Such annual statement shall be attached to and sent together with the Annual Report required by Article XIII Section 5 of these Bylaws.

**ARTICLE XIV. DISSOLUTION OF CORPORATION**

***Section 1 Dissolution.***

The Corporation may be voluntarily wound up and dissolved by a unanimous vote of the Board and/or as defined in the CCC.

***Section 2 Financial Records.***

All financial accounts and records of the Corporation shall be maintained by the Treasurer until the close of the fiscal year in which the dissolution takes place. Notice of dissolution shall be sent to the appropriate agencies after filing all the necessary State and Federal tax returns and after payment or provision for payment of all Corporation debts and liabilities.

***Section 3 Assets of the Corporation.***

In the event of dissolution, the assets of the Corporation shall, after compliance with the CCC, be dedicated to the City, to be used for or applied toward the construction, improvement, or maintenance of a community park, or for any other public benefit as determined by the City. In the event that such dedication is refused acceptance, such assets shall be distributed to a nonprofit fund, foundation, or corporation which is organized and operated exclusively for charitable purposes, and which has officially and legally established its tax exempt status.

**ARTICLE XV. RULE OF CONSTRUCTION**

***Section 1 Interpretation and Construction.***

Any conflict between these Bylaws and the Articles of Incorporation shall be resolved in favor of the Articles of Incorporation. Unless the context requires otherwise, the general provisions, rules of construction, and definitions in the California Nonprofit Public Benefit Corporation Law, CCC section 5110, et seq., shall govern the construction of these Bylaws.

**ARTICLE XVI. AMENDMENTS TO AND REPEALS OF THE BYLAWS**

***Section 1 Amendment and Repeal.***

These Bylaws may be amended or repealed at a Board meeting by a majority vote of the Board, provided that the meeting may proceed, in accordance to Article VIII Section 5.

***Section 2 Notice.***

The proposed amendment and notice of the intention to change the Bylaws shall be given in writing to all officers and Directors at least three (3) weeks prior to the day of the meeting at which time the vote for ratification shall take place.



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

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**DATE:** AUGUST 30, 2022

**TO:** HONORABLE MAYOR AND COUNCILMEMBERS

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

**SUBJECT:** RECOMMENDATION TO APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH MNS ENGINEERS, INC. FOR MULHOLLAND HIGHWAY IMPROVEMENTS DESIGN IN THE AMOUNT NOT TO EXCEED \$564,150

**MEETING DATE:** SEPTEMBER 14, 2022

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**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 \$564,150.

**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. The contract was awarded to MNS Engineering, Inc. for \$765,181.00 with an expiration date of June 30<sup>th</sup>, 2022.

During the design of the Mulholland Highway Improvements project, there were several items that caused delays to the schedule. MNS identified more utilities than anticipated that were impacted by the causing further coordination with Southern California Edison. The uniqueness of the Mulholland Corridor has required additional investigation to which measures could be implemented while maintaining its

**AGENDA ITEM NO. 11**

aesthetics. The City requested for additional tasks to be added to the initial proposal. On January 18, a proposal fee for the addition of the Wild Walnut Park Parking Lot modification was submitted and approved for a total of \$14,173. In addition, City staff requested further environmental review in compliance with the California Environmental Quality Act (CEQA) of the remaining phases of the project for MNS to complete. The total cost for the additional services was for \$47,916. Also, the amount of \$59,945 will be added to the contract for design support services during construction.

MNS completed phase I of the project on May of 2022. Phase I began construction on July of 2022 and MNS is currently providing construction support for this phase. In addition, MNS is working on the remaining phases of this project to complete the improvement along Mulholland highway Corridor in between Old Topanga Canyon Road South and end of City limits. MNS has billed the City only a portion of the contract in the amount of \$417,120.46.

Staff is recommending for the new contract to be for the remaining amount that was allocated for the project with the additional addendum amount and a contingency of 20%. The contingency amount will be used to address unforeseen conditions that may arise.

Staff anticipates that the design for the remaining phases will be completed next year. Construction is planned to begin in the summer of 2023, pending allocation of Measure M funds. MNS will provide construction support for all phases of the project.

**FISCAL IMPACT/SOURCE OF FUNDING:**

The project will be funded through the Measure M Active Transportation funds. Staff is requesting to 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 \$564,150.

**ATTACHMENTS:**

Attachment A - Professional Services Agreement with MNS Engineers, Inc.  
Attachment B – Project Location Map



CITY of CALABASAS

ITEM 11 ATTACHMENT A

**PROFESSIONAL SERVICES AGREEMENT**

**CONTRACT SUMMARY**

<b>Name of Contractor:</b>	MNS Engineers, Inc.
<b>City Department in charge of Contract:</b>	Department of Public Works
<b>Contact Person for City Department:</b>	Tatiana Holden, P.E., Deputy Public Works Director
<b>Period of Performance for Contract:</b>	July 1, 2022 – June 30, 2024
<b>Not to Exceed Amount of Contract:</b>	Five Hundred Sixty-Four Thousand One Hundred Fifty Dollars (\$564,150)
<b>Scope of Work for Contract:</b>	Engineering and Design Services – preparation of plans, specifications and estimates (PS&E) for the Mulholland Highway Improvements Project.

**Insurance Requirements for Contract:**

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

- **General Liability:**
  - *General Aggregate* **\$2,000,000**
  - *Products Comp/Op Aggregate* **\$2,000,000**
  - *Personal & Advertising Injury* **\$1,000,000**
  - *Each Occurrence* **\$1,000,000**
  - *Fire Damage (any one fire)* **\$ 50,000**
  - *Medical Expense (any 1 person)* **\$ 5,000**

yes  no - Is Auto insurance required in this contract?

- **Automobile Liability**
  - *Any vehicle, combined single limit* **\$1,000,000**

yes  no - Is Professional insurance required in this contract?

- **Professional Liability Insurance:** **\$1,000,000 per occurrence,  
\$2,000,000 aggregate**

**California requires Worker’s Compensation insurance. If the vendor has no employees, a Worker’s Compensation Affidavit is required.**



**PROFESSIONAL SERVICES AGREEMENT  
FOR DESIGN PROFESSIONALS  
(City of Calabasas /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, specifications 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. Consultant represents that it has no known relationships with third parties, City Council members, or employees of City which would (1) present a conflict of interest with the rendering of services under this Agreement under Government Code Section 1090, the Political Reform Act (Government Code Section 81000 *et seq.*), or other applicable law, (2) prevent Consultant from performing the terms of this Agreement, or (3) present a significant opportunity for the disclosure of confidential information.

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

**3. DEFINITIONS**

- 3.1. “Design Professional”: A Design Professional is any individual satisfying one or more of the following: (1) licensed as an architect pursuant to Business and Professions Code 5500 *et seq.*, (2) licensed as a landscape architect pursuant to Business and Professions Code 5615 *et seq.*, (3) licensed as a professional land surveyor pursuant to Business and Professions Code 8700 *et seq.*, or (4) registered as a professional engineer pursuant to Business and Professions Code 6700 *et seq.*
- 3.2. “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.

- 3.3. “Agreement Administrator”: The Agreement Administrator for this project is Tatiana Holden, P.E., Deputy Public Works Director. The Agreement Administrator shall be the principal point of contact at the City for this project. All services under this Agreement shall be performed at the request of the Agreement Administrator. The Agreement Administrator will establish the timetable for completion of services and any interim milestones. City reserves the right to change this designation upon written notice to Consultant
- 3.4. “Approved Fee Schedule”: Consultant’s compensation rates are set forth in the fee schedule attached hereto as Exhibit B and incorporated herein by this reference. This fee schedule shall remain in effect for the duration of this Agreement unless modified in writing by mutual agreement of the parties.
- 3.5. “Maximum Amount”: The highest total compensation and costs payable to Consultant by City under this Agreement. The Maximum Amount under this Agreement is Five Hundred Sixty-Four Thousand One Hundred Fifty Dollars (\$564,150).
- 3.6. “Commencement Date”: July 1, 2022.
- 3.7. “Termination Date”: June 30, 2024

#### **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 Termination Date unless extended by written agreement of the parties or terminated earlier under Section 18 (“Termination”) below. Consultant may request extensions of time to perform the services required hereunder. Such extensions shall be effective if authorized in advance by City in writing and incorporated in written amendments to this Agreement.

## 5. CONSULTANT'S DUTIES

- 5.1. **Services.** 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.
- 5.2. **Coordination with City.** In performing services under this Agreement, Consultant shall coordinate all contact with City through its Agreement Administrator.
- 5.3. **Budgetary Notification.** Consultant shall notify the Agreement Administrator, in writing, when fees and expenses incurred under this Agreement have reached eighty percent (80%) of the Maximum Amount. Consultant shall concurrently inform the Agreement Administrator, in writing, of Consultant's estimate of total expenditures required to complete its current assignments before proceeding, when the remaining work on such assignments would exceed the Maximum Amount.
- 5.4. **Business License.** Consultant shall obtain and maintain in force a City business license for the duration of this Agreement.
- 5.5. **Professional Standards.** Consultant shall perform all work to the highest standards of Consultant's profession and in a manner reasonably satisfactory to City. Consultant shall keep itself fully informed of and in compliance with all local, state, and federal laws, rules, and regulations in any manner affecting the performance of this Agreement, including all Cal/OSHA requirements, the conflict of interest provisions of Government Code § 1090 and the Political Reform Act (Government Code § 81000 et seq.).
- 5.6. **Avoid Conflicts.** 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 such work would present a conflict interfering with performance under this Agreement. However, City may consent in writing to Consultant's performance of such work.
- 5.7. **Appropriate Personnel.** Consultant 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.

- 5.8. **Substitution of Personnel.** Any persons named in the proposal or Scope of Services constitutes a promise to the City that those persons will perform and coordinate their respective services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. If City and Consultant cannot agree as to the substitution of key personnel, City may terminate this Agreement for cause.
- 5.9. **Permits and Approvals.** Consultant shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary for Consultant's performance of this Agreement. This includes, but shall not be limited to, professional licenses, encroachment permits and building and safety permits and inspections.
- 5.10. **Notification of Organizational Changes.** Consultant shall notify the Agreement Administrator, in writing, of any change in name, ownership or control of Consultant's firm or of any subcontractor. Change of ownership or control of Consultant's firm may require an amendment to this Agreement.
- 5.11. **Records.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement. All such documents shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of City. In addition, pursuant to Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds ten thousand dollars, all such documents and this Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of City, for a period of three (3) years after final payment under this Agreement.

## 6. SUBCONTRACTING

- 6.1. **General Prohibition.** This Agreement covers professional services of a specific and unique nature. Except as otherwise provided herein, Consultant shall not assign or transfer its interest in this Agreement or subcontract any services to be performed without amending this Agreement.
- 6.2. **Consultant Responsible.** Consultant shall be responsible to City for all services to be performed under this Agreement.
- 6.3. **Identification in Fee Schedule.** All subcontractors shall be specifically listed and their billing rates identified in the Approved Fee Schedule, Exhibit B. Any changes must be approved by the Agreement Administrator in writing as an amendment to this Agreement.

## 7. COMPENSATION

- 7.1. **General.** City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept payment in accordance with the Fee Schedule in full satisfaction for such services. Compensation shall not exceed the Maximum Amount. Consultant shall not be reimbursed for any expenses unless provided for in this Agreement or authorized in writing by City in advance.
- 7.2. **Invoices.** Consultant shall submit to City an invoice, on a monthly basis or as otherwise agreed to by the Agreement Administrator, for services performed pursuant to this Agreement. Each invoice shall identify the Maximum Amount, the services rendered during the billing period, the amount due for the invoice, and the total amount previously invoiced. All labor charges shall be itemized by employee name and classification or position with the firm, the corresponding hourly rate, the hours worked, a description of each labor charge, and the total amount due for labor charges.
- 7.3. **Taxes.** City shall not withhold applicable taxes or other payroll deductions from payments made to Consultant except as otherwise required by law. Consultant shall be solely responsible for calculating, withholding, and paying all taxes.
- 7.4. **Disputes.** The parties agree to meet and confer at mutually agreeable times to resolve any disputed amounts contained in an invoice submitted by Consultant.
- 7.5. **Additional Work.** Consultant shall not be reimbursed for any expenses incurred for work performed outside the Scope of Services unless prior written approval is given by the City through a fully executed written amendment. Consultant shall not undertake any such work without prior written approval of the City.
- 7.6. **City Satisfaction as Precondition to Payment.** Notwithstanding any other terms of this Agreement, no payments shall be made to Consultant until City is satisfied that the services are satisfactory.
- 7.7. **Right to Withhold Payments.** If Consultant fails to provide a deposit or promptly satisfy an indemnity obligation described in Section 11, City shall have the right to withhold payments under this Agreement to offset that amount.

## 8. PREVAILING WAGES

Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on certain “public works” and “maintenance” projects including the design and preconstruction phases of a covered public works project. Consultant shall defend, indemnify, and hold the City, its elected officials, officers, employees, and agents free and harmless from any claim or liability

arising out of any failure or alleged failure of Consultant to comply with the Prevailing Wage Laws.

## 9. OWNERSHIP OF WRITTEN PRODUCTS

All reports, documents or other written material, and all electronic files, including computer-aided design files, developed by Consultant in the performance of this Agreement (such written material and electronic files are collectively known as “written products”) shall be and remain the property of City without restriction or limitation upon its use or dissemination by City except as provided by law. 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.

## 10. RELATIONSHIP OF PARTIES

- 10.1. **General.** Consultant is, and shall at all times remain as to City, a wholly independent contractor.
- 10.2. **No Agent Authority.** 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.
- 10.3. **Independent Contractor Status.** Under no circumstances shall Consultant or its employees look to the City as an employer. Consultant shall not be entitled to any benefits. City makes no representation as to the effect of this independent contractor relationship on Consultant’s previously earned California Public Employees Retirement System (“CalPERS”) retirement benefits, if any, and Consultant specifically assumes the responsibility for making such a determination. Consultant shall be responsible for all reports and obligations including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers’ compensation, and other applicable federal and state taxes.
- 10.4. **Indemnification of CalPERS Determination.** In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

## 11. INDEMNIFICATION

- 11.1 **Definitions.** For purposes of this Section 11, “Consultant” shall include Consultant, its officers, employees, servants, agents, or subcontractors, or anyone directly or indirectly employed by either Consultant or its subcontractors, in the performance of this Agreement. “City” shall include City, its officers, agents, employees and volunteers.
- 11.2 **Consultant to Indemnify City.** To the fullest extent permitted by law, Consultant shall indemnify, hold harmless, and defend City from and against any and all claims, losses, costs or expenses for any personal injury or property damage that arises out of, pertains to, or relates to Consultant’s alleged negligence, recklessness or willful misconduct or other wrongful acts, errors or omissions of Consultant or failure to comply with any provision in this Agreement.
- 11.3 **Scope of Indemnity.** Personal injury shall include injury or damage due to death or injury to any person, whether physical, emotional, consequential or otherwise, Property damage shall include injury to any personal or real property. Consultant shall not be required to indemnify City for such loss or damage as is caused by the sole active negligence or willful misconduct of the City. If it is finally adjudicated that liability is caused by the comparative negligence or willful misconduct of an indemnified party, then Consultant’s indemnification obligation shall be reduced in proportion to the established comparative liability.
- 11.4 **Consultant to Defend City.** The duty to defend shall be a separate and distinct obligation from Consultant’s duty to indemnify. Consultant shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, with counsel approved by City, City and its officers, employees, agents, and volunteers, immediately upon tender to Consultant of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination that persons other than Consultant are responsible for the claim does not relieve Consultant from its separate and distinct obligation to defend under this section. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes an obligation to provide independent defense counsel if Consultant asserts that liability is caused in whole or in part by the negligence or willful misconduct of the indemnified party. If it is finally adjudicated that liability was caused by the comparative active negligence or willful misconduct of an indemnified party, Consultant may submit a claim to City for reimbursement of reasonable attorneys’ fees and defense costs in proportion to the established comparative liability of the indemnified party.
- 11.5 **Attorneys Fees.** Such costs and expenses shall include reasonable attorneys’ fees for counsel of City’s choice, expert fees and all other costs and fees of litigation. Consultant shall not be entitled to any refund of attorneys’ fees, defense costs or expenses in the event that it is adjudicated to have been non-negligent.

- 11.6 **Defense Deposit.** The City may request a deposit for defense costs from Consultant with respect to a claim. If the City requests a defense deposit, Consultant shall provide it within 15 days of the request.
- 11.7 **Waiver of Statutory Immunity.** The obligations of Consultant under this Section 11 are not 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.
- 11.8 **Indemnification by Subcontractors.** Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 11 from each and every subcontractor or any other person or entity involved in the performance of this Agreement on Consultant's behalf.
- 11.9 **Insurance Not a Substitute.** City does not waive any indemnity rights by accepting any insurance policy or certificate required pursuant to this Agreement. Consultant's indemnification obligations apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.
- 11.10 **Civil Code.** The parties are aware of the provisions of Civil Code 2782.8 relating to the indemnification and the duty and the cost to defend a public agency by a Design Professional and agree that this Section 11 complies therewith.

## 12. INSURANCE

- 12.1. **Insurance Required.** Consultant shall maintain insurance as described in this section and shall require all of its subcontractors, consultants, and other agents to do the same. Approval of the insurance by the City shall not relieve or decrease any liability of Consultant Any requirement for insurance to be maintained after completion of the work shall survive this Agreement.
- 12.2. **Documentation of Insurance.** City will not execute this agreement until it has received a complete set of all required documentation of insurance coverage. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. Consultant shall file with City:
- Certificate of Insurance, indicating companies acceptable to City, with a Best's Rating of no less than A:VII showing. The Certificate of Insurance must include the following reference: Mulholland Highway Improvement Design
  - Documentation of Best's rating acceptable to the City.
  - Original endorsements effecting coverage for all policies required by this Agreement.
  - Complete, certified copies of all required insurance policies, including endorsements affecting the coverage.



12.3. **Coverage Amounts.** Insurance coverage shall be at least in the following minimum amounts:

- Professional Liability Insurance: \$1,000,000 per occurrence,  
\$2,000,000 aggregate
  
- General Liability:
  - General Aggregate: \$2,000,000
  - Products Comp/Op Aggregate \$2,000,000
  - Personal & Advertising Injury \$1,000,000
  - Each Occurrence \$1,000,000
  - Fire Damage (any one fire) \$ 50,000
  - Medical Expense (any 1 person) \$ 5,000
  
- Workers' Compensation:
  - Workers' Compensation Statutory Limits
  - EL Each Accident \$1,000,000
  - EL Disease - Policy Limit \$1,000,000
  - EL Disease - Each Employee \$1,000,000
  
- Automobile Liability
  - Any vehicle, combined single limit \$1,000,000

Any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements or limits shall be available to the City as additional insured. Furthermore, the requirements for coverage and limits shall be the greater of (1) the minimum coverage and limits specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured

12.4. **General Liability Insurance.** Commercial General Liability Insurance shall be no less broad than ISO form CG 00 01. Coverage must be on a standard Occurrence form. Claims-Made, modified, limited or restricted Occurrence forms are not acceptable.

12.5. **Worker's Compensation Insurance.** Consultant is aware of the provisions of Section 3700 of the Labor Code which requires every employer to carry Workers' Compensation (or to undertake equivalent self-insurance), and Consultant will comply with such provisions before commencing the performance of the work of this Agreement. If such insurance is underwritten by any agency other than the State Compensation Fund, such agency shall be a company authorized to do business in the State of California.

12.6. **Automobile Liability Insurance.** Covered vehicles shall include owned if any, non-owned, and hired automobiles and, trucks.

- 12.7. **Professional Liability Insurance or Errors & Omissions Coverage.** The deductible or self-insured retention may not exceed \$50,000. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work. Coverage shall be continued for two years after the completion of the work by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.
- 12.8. **Claims-Made Policies.** If any of the required policies provide coverage on a claims-made basis the Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work. Claims-Made Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work.
- 12.9. **Additional Insured Endorsements.** The City, its City Council, Commissions, officers, and employees of Calabasas must be endorsed as an additional insured for each policy required herein, other than Professional Errors and Omissions, for liability arising out of ongoing and completed operations by or on behalf of the Consultant. Consultant’s insurance policies shall be primary as respects any claims related to or as the result of the Consultant’s work. Any insurance, pooled coverage or self-insurance maintained by the City, its elected or appointed officials, directors, officers, agents, employees, volunteers, or consultants shall be non-contributory. All endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf. General liability coverage can be provided using an endorsement to the Consultant’s insurance at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37.
- 12.10. **Failure to Maintain Coverage.** In the event any policy is canceled prior to the completion of the project and the Consultant does not furnish a new certificate of insurance prior to cancellation, City has the right, but not the duty, to obtain the required insurance and deduct the premium(s) from any amounts due the Consultant under this Agreement. Failure of the Consultant to maintain the insurance required by this Agreement, or to comply with any of the requirements of this section, shall constitute a material breach of this Agreement.
- 12.11. **Notices.** Contractor shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; (3) or the deductible or self-insured retention is increased. Consultant shall provide no less than 30 days’ notice of any cancellation or material change to policies required by this Agreement. Consultant shall provide proof that cancelled or expired

policies of insurance 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. The name and address for Additional Insured Endorsements, Certificates of Insurance and Notices of Cancellation is: City of Calabasas, Attn: Department of Public Works, 100 Civic Center Way, Calabasas, California 91302.

- 12.12. **Consultant's Insurance Primary.** The insurance provided by Consultant, including all endorsements, 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.
- 12.13. **Waiver of Subrogation.** Consultant hereby waives all rights of subrogation against the City. Consultant shall additionally waive such rights either by endorsement to each policy or provide proof of such waiver in the policy itself.
- 12.14. **Report of Claims to City.** Consultant shall report to the City, in addition to the Consultant's insurer, any and all insurance claims submitted to Consultant's insurer in connection with the services under this Agreement.
- 12.15. **Premium Payments and Deductibles.** Consultant must disclose all deductibles and self-insured retention amounts to the City. The City may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within retention amounts. Ultimately, City must approve all such amounts prior to execution of this Agreement.

City has no obligation to pay any premiums, assessments, or deductibles under any policy required in this Agreement. Consultant shall be responsible for all premiums and deductibles in all of Consultant's insurance policies. The amount of deductibles for insurance coverage required herein are subject to City's approval.

- 12.16. **Duty to Defend and Indemnify.** Consultant's duties to defend and indemnify City under this Agreement shall not be limited by the foregoing insurance requirements and shall survive the expiration of this Agreement.

### 13. MUTUAL COOPERATION

- 13.1. **City Cooperation in Performance.** 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.
- 13.2. **Consultant Cooperation in Defense of Claims.** If 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 in the defense of that claim or action.

#### 14. NOTICES

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

If to City

Tatiana Holden, P.E.  
Deputy Public Works Director  
City of Calabasas  
Department of Public Works  
100 Civic Center Way  
Calabasas, CA 91302  
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  
Email: [mip@mnsengineers.com](mailto:mip@mnsengineers.com)

With courtesy copy to:

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

#### 15. SURVIVING COVENANTS

The parties agree that the covenants contained in paragraph 5.11 (Records), paragraph 10.4 (Indemnification of CalPERS Determination), Section 11 (Indemnity), paragraph 12.8 (Claims-Made Policies), paragraph 13.2 (Consultant Cooperation in Defense of Claims), and paragraph 18.1 (Confidentiality) of this Agreement shall survive the expiration or termination of this Agreement, subject to the provisions and limitations of this Agreement and all otherwise applicable statutes of limitations and repose.

## 16. TERMINATION

- 16.1. **City Termination.** City may terminate this Agreement for any reason on five calendar days' written notice to Consultant. 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.
- 16.2. **Consultant Termination.** Consultant may terminate this Agreement for a material breach of this Agreement upon 30 days' notice.
- 16.3. **Compensation Following Termination.** Upon termination, 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. The City shall have the benefit of such work as may have been completed up to the time of such termination.
- 16.4. **Remedies.** City retains any and all available legal and equitable remedies for Consultant's breach of this Agreement.

## 17. INTERPRETATION OF AGREEMENT

- 17.1. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of California.
- 17.2. **Integration of Exhibits.** 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 on by City and Consultant.
- 17.3. **Headings.** The headings and 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 language of the section or paragraph shall control and govern in the construction of this Agreement.
- 17.4. **Pronouns.** 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).

- 17.5. **Severability.** 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, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
- 17.6. **No Presumption Against Drafter.** Each party had an opportunity to consult with an attorney in reviewing and drafting this agreement. Any uncertainty or ambiguity shall not be construed for or against any party based on attribution of drafting to any party.

## 18. GENERAL PROVISIONS

- 18.1. **Confidentiality.** All data, documents, discussion, or other information developed or received by Consultant for performance of this Agreement are deemed confidential and Consultant shall not disclose it without prior written consent by City. City shall grant such consent if disclosure is legally required. All City data shall be returned to City upon the termination or expiration of this Agreement.
- 18.2. **Conflicts of Interest.** Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subcontractor to file, a Statement of Economic Interest with the City's Filing Officer if required under state law in the performance of the services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer, or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.
- 18.3. **Non-assignment.** 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.
- 18.4. **Binding on Successors.** This Agreement shall be binding on the successors and assigns of the parties.
- 18.5. **No Third-Party Beneficiaries.** Except as expressly stated herein, there is no intended third-party beneficiary of any right or obligation assumed by the parties.

- 18.6. **Time of the Essence.** Time is of the essence for each and every provision of this Agreement.
- 18.7. **Non-Discrimination.** Consultant shall not discriminate against any employee or applicant for employment because of race, sex (including pregnancy, childbirth, or related medical condition), creed, national origin, color, disability as defined by law, disabled veteran status, Vietnam veteran status, religion, age (40 and above), medical condition (cancer-related), marital status, ancestry, or sexual orientation. Employment actions to which this provision applies shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; or in terms, conditions or privileges of employment, and selection for training. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, the provisions of this nondiscrimination clause.
- 18.8. **Waiver.** No provision, covenant, or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in writing signed by one authorized to bind the party asserted to have consented to the waiver. The waiver by City or Consultant of any breach of any provision, covenant, or condition of this Agreement shall not be deemed to be a waiver of any subsequent breach of the same or any other provision, covenant, or condition.
- 18.9. **Excused Failure to Perform.** 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.
- 18.10. **Remedies Non-Exclusive.** 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 from 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 or all of such other rights, powers or remedies.
- 18.11. **Attorneys' Fees.** If legal action shall be necessary to enforce any term, covenant or condition contained in this Agreement, each party shall pay its own costs, including any accountants' and attorneys' fees expended in the action.
- 18.12. **Venue.** The venue for any litigation shall be Los Angeles County, California and Consultant hereby consents to jurisdiction in Los Angeles County for purposes of resolving any dispute or enforcing any obligation arising under this Agreement.

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

**“City”**

**“Consultant”**

**City of Calabasas**

**MNS Engineers, Inc.**

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

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

Mary Sue Maurer, Mayor

James A. Salvito, President & CEO

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

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

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

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

Kindon Meik, City Manager

Shawn Kowalewski, P.E., Vice President

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

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

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

Robert Yalda, P.E., T.E., Public Works Director

Attest:

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

Maricela Hernandez, MMC, CPMC  
City Clerk

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

Approved as to form:

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

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

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



EXHIBIT A  
SCOPE OF SERVICES & FEE SCHEDULE



100 E. Thousand Oaks Blvd., Ste 105 / Thousand Oaks CA 91360

Ph. (805) 648-4840

September 1, 2022

Tatiana Holden, PE  
Deputy Public Works Director  
City of Calabasas  
100 Civic Center Way  
Calabasas, CA 91302

## **ADDENDUM #1 MULHOLLAND HIGHWAY IMPROVEMENTS**

Dear Tatiana:

This addendum addresses the following additional services required for this project:

- Parking Lot Modification of Wild Walnut Park – The Old Topanga Canyon Road West intersection improvements will impact the existing parking lot. The project will redesign the parking lot based on the Precise Grading and Drainage Plan prepared by Land Design Consultants, Inc.
- Environmental Document in support of the project
- Design Support Services during Construction

Below is the proposed scope of work:

### **Scope of Work**

#### **Task 1 – Parking Lot Modification of Wild Walnut Park**

- 1.1 **Survey and Mapping.** MNS team member – Central Coast Aerial Mapping (CCAM) will digitize topographic mapping to cover Wild Walnut Park. MNS will perform supplemental field survey and combine with topographic mapping.
- 1.2 **Final Design.** Based on Land Design Consultants, Inc. plans, MNS will prepare the following 60%, 90% and 100% plans:
  - Grading and Drainage plans at 1" = 20' scale (1 Sheet)
  - Grading and Drainage Details (1 Sheet)

MNS will prepare 60%, 90% and 100% construction cost estimate for proposed improvements and prepare Draft Specifications at 90% and Final Specifications at 100%.



Deliverables:

- Wild Walnut Park – Parking Lot Grading 60%, 90% and 100% PS&E

**Task 2 – Environmental Documentation**

MNS team member – Padre Associates, Inc. (Padre) will perform the environmental services in support of the project.

- 2.1 **Project Description.** Padre will prepare a project description based on the most current design information provided by MNS (35 percent plans or better), including preliminary limits of earthwork, retaining walls and slope protection features. A draft project description will be submitted to MNS and the City for review and approval. Upon receipt of comments, the project description will be finalized. The final project description will serve as the basis of all impact analysis. Substantial changes to the project following approval of the project description may require modifications to the CEQA scope and budget.
- 2.2 **Draft Initial Study (IS).** Based on the approved project description, we will prepare an IS for review by City Public Works and Planning staff. The IS will utilize the IS checklist provided in the State CEQA Guidelines and include a short setting discussion for each issue area, and a reasoned response to each checklist item. Potential issues of concern may include aesthetics, biological resources and cultural resources. A biological survey and cultural resources record search will be conducted in support of the IS checklist. In addition, an inventory of trees proposed to be removed will be prepared, including the species, diameter at breast height and location of each tree at least six inches in diameter at breast height.
- 2.3 **Initial Study and Determination of the CEQA Document.** The Draft IS will be revised in response to City comments and will include recommendations regarding the appropriate CEQA document (exemption, negative declaration [ND], mitigated negative declaration [MND]). If requested, Padre will attend a meeting with City staff to discuss potential impacts, mitigation measures (if needed) and identify the appropriate CEQA document.
- 2.4 **Internal Draft ND or MND (as needed).** Should the City determine that a ND or MND is the appropriate CEQA document, Padre will update and expand the IS and prepare an internal draft ND/MND. Alternatively, Padre will prepare the notice of exemption, should the City determine this is the appropriate CEQA document.
- 2.5 **Public Draft ND or MND (as needed).** Upon receipt of all City comments on the Internal Draft ND/MND, we will make any necessary changes and publish the Public Draft ND/MND. Our cost estimate assumes up to 15 hardcopies and 30 electronic copies (pdf files on CD) of the Public Draft ND/MND will be required. Padre will be responsible for noticing and distribution of the ND/MND, including uploading the documents to the State Clearinghouse website. However, the City will be responsible for providing affected property addresses and newspaper publication of the public notice.



2.6 **Incorporate Public Comments.** At the close of the public comment period and following any public hearings, Padre staff will convene with City staff to review written and verbal comments and strategize responses. We will then prepare draft responses to all comment letters received during the comment period.

Because of the uncertainty of the number of comments that will be received, our budget assumes the receipt of up to ten comment letters with an average of four comments per letter. If there are comments in excess of this amount, Padre may request a modification to the budget and schedule.

2.7 **Final ND/MND.** Upon approval of the responses to comments, Padre will incorporate any needed text revisions to the Public Draft ND/MND and prepare the Final ND/MND. Our cost estimate provides for delivery of up to five hardcopies of the Final ND/MND. In addition, Padre will prepare a Mitigation Monitoring Plan (should mitigation measures be required) for approval with the MND at the Planning Commission and/or City Council hearing.

2.8 **Team Meetings and Public Hearings.** Our scope includes attendance at up to three team meetings (in person as needed) with MNS and/or City staff, and one public hearing.

Padre will meet the following deliverables and schedule requirements. The schedule will be driven by receipt of project information provided by and receipt of comments from MNS and the City of Calabasas.

- A draft project description will be delivered within two weeks of receipt of all available project information. Five copies of the Draft IS will be delivered within four weeks of receipt of comments on the project description. However, the cultural resources record search will be conducted by the South Central Coast Information Center and may require six weeks to be completed, which may delay completion of the Draft IS.
- The IS will be delivered within one week of receipt of City comments on the Draft IS. The Internal Draft ND/MND (if needed) will be delivered within three weeks of the determination of the appropriate CEQA document. Up to 15 hardcopies and 30 CD copies of the Public Draft ND/MND will be delivered within two weeks of receipt of all comments on the Internal Draft IS/MND.
- Five copies of response to public comments will be delivered within two weeks of receipt of all comments on the Public Draft ND/MND. Up to five hardcopies of the Final ND/MND and Mitigation Monitoring Plan (as appropriate) will be delivered within two weeks of approval of the responses to comments.

**Deliverables:**

- Project Description
- Draft Initial Study
- Internal Draft, Public Draft and Final ND or MND



### Task 3 – Design Support Services during Construction

MNS Team will provide design support services during the construction phase.

- 3.1 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.
- 3.2 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.
- 3.3 Attend the pre-construction meeting and up to 10 construction meetings.
- 3.4 Review up to 25 submittals and shop drawings.
- 3.5 Respond up to 25 contractor's requests for information (RFIs).
- 3.6 Review proposed change orders and draft change order language as requested by the City.
- 3.7 Provide periodic field review of improvements during construction.
- 3.8 Interact with material testing consultant.
- 3.9 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.

### Fee

The fee for the scope of work defined in this letter is \$122,064. A detailed cost breakdown is attached.

Additional Task	MNS Fee	Sub Fee	Total Fee
1 – Wild Walnut Parking Lot Final Design	\$13,885	\$288 (CCAM)	\$14,173
2 – Environmental Documentation	\$3,560	\$44,356 (Padre)	\$47,916
3 – Design Support Services during Const	\$36,400	\$19,435 (DRS) \$4,140 (F&P)	\$59,975
<b>Addendum #1 - Total</b>	<b>\$53,845</b>	<b>\$68,219</b>	<b>\$122,064</b>

Please let us know if we can provide any more information and feel free to call me to discuss this request at (805) 719-9807 or if you prefer, via email at [mip@mnsengineers.com](mailto:mip@mnsengineers.com).

Sincerely,

MNS ENGINEERS, INC.



Michael Ip, PE  
Principal Engineer

C:\BOX\PROJECTS\CICLB CALABASAS\CICLB.210156.00 MULHOLLAND HWY IMP\5 PM\CONTRACT\ADDENDUM #1 - MULHOLLAND HWY IMPROVEMENTS 2022-09-01.DOCX



FEE PROPOSAL

Team Resources		Principal Engineer	Senior Project Engineer	Project Engineer	Assistant Engineer	Principal Surveyor	Associate Project Surveyor	MNS Resource Hours	MNS Resource Costs	Padre Associates, Inc.	DRS Engineering, Inc. (DRS)	Fehr and Peers, Inc. (F&P)	Central Coast Aerial Mapping (CCAM)	Reimbursable Expense Costs	Summary	Grand Total	Task Total
Rate	Description	\$240	\$185	\$170	\$140	\$235	\$150										
<b>Task 1</b>	<b>Parking Lot Modifications - Wild Walnut Park</b>														<b>Task 1</b>		
	1.1 Survey and Mapping					2	2	4	\$770				\$288			\$1,058	
	1.2 Final Design																
	Grading and Drainage Plan @ 1" =20' Scale	4	1	24	12			41	\$6,905							\$6,905	
	Grading and Drainage Details	3	1	8	12			24	\$3,945							\$3,945	
	Specifications	2	1	4				7	\$1,345							\$1,345	
	Construction Cost Estimate	1		4				5	\$920							\$920	\$14,173
<b>Task 2</b>	<b>Environmental Documentation</b>														<b>Task 2</b>		
	2.1 Project Description	2		2				4	\$820	\$4,968						\$5,788	
	2.2 Draft Initial Study (Arch Search, biology & tree survey)	4		2				6	\$1,300	\$18,653						\$19,953	
	2.3 Initial Study and CEQA determination meeting							0	\$0	\$2,576						\$2,576	
	2.4 Internal Draft ND/MND	2						2	\$480	\$5,658						\$6,138	
	2.5 Public Draft ND/MND and NOI	2						2	\$480	\$4,658						\$5,138	
	2.6 Incorporate Public Comments							0	\$0	\$2,760						\$2,760	
	2.7 Final IS/MND/Monitoring Plan							0	\$0	\$2,323						\$2,323	
	2.8 Meetings & Hearings	2						2	\$480	\$2,760						\$3,240	\$47,916
<b>Task 3</b>	<b>Design Support Services during Construction</b>														<b>Task 3</b>		
	3.1 Coordination with City	8		12				20	\$3,960							\$3,960	
	3.2 Construction Coordination	4		8				12	\$2,320							\$2,320	
	3.3 Attend Pre-con & Construction Meetings (up to 10)	6		12				18	\$3,480	\$1,265	\$575					\$5,320	
	3.4 Review submittals & shop drawings (up to 25)	10		20				30	\$5,800	\$8,050	\$1,725					\$15,575	
	3.5 Respond to RFIs (up to 25)	12		24				36	\$6,960	\$8,970	\$1,150					\$17,080	
	3.6 Review CCO and draft CCO	8		16				24	\$4,640							\$4,640	
	3.7 Provide verification/inspections during const	12		12				24	\$4,920							\$4,920	
	3.8 Coordinate with Material Testing Firm	2		4				6	\$1,160							\$1,160	
	3.9 Prepare As-Built Drawings	1		4	16			21	\$3,160		\$1,150	\$690				\$5,000	\$59,975
<b>Hours</b>		85	3	156	40	2	2	<b>288 Hours</b>									
<b>Cost</b>	Sub-Total	\$20,400	\$555	\$26,520	\$5,600	\$470	\$300		<b>\$53,845</b>	<b>\$44,356</b>	<b>\$19,435</b>	<b>\$4,140</b>	<b>\$288</b>	<b>\$0</b>	<b>Sub-Total</b>	<b>\$122,064</b>	<b>\$122,064</b>



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

Task Descriptions	Staff										Subconsultants & Other						Summary	
	Principal Engineer \$240	Senior Project Engineer \$190	Associate Engineer \$155	Senior CADD Technician \$135	Principal Surveyor \$235	Associate Surveyor \$150	Senior Land Title Analyst \$155	Party Chief Prevailing Wage \$155	Chainperson Prevailing Wage \$135	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
<b>Task I: Plans, Specs &amp; Estimates (PS&amp;E)</b>																		
a) Data Collection / Site Visit	12		20							32	\$5,980							\$5,980
b) Survey and Mapping																		
i) Field Survey					32	80		100	100	312	\$48,520				\$9,240			\$57,760
ii) Right of Retracement					20	32	8	18	16	94	\$15,690							\$15,690
iii) PE & TCE Legal & Sketch (4 Estimated)					8	12				20	\$3,680							\$3,680
c) Geotechnical Study	8									8	\$1,920		\$71,760					\$73,680
d) Utility Research/Coordination	24		40							64	\$11,960							\$11,960
e) 30% Plans (25 Sheets)																		
Title Sheet (1 Sheet)	1		2	4						7	\$1,090							\$1,090
Typical Sections (2 Sheets)	4		8	16						28	\$4,360							\$4,360
Mulh Hwy Plan & Profile @1"=20'H (3 Sheets)	10		20	40						70	\$10,900							\$10,900
Old Top Cyn Rd W Plan & Profile @1"=20'H (1 Sht)	4		8	16						28	\$4,360							\$4,360
Mulholland Hwy Plan @1"=20' (11 Sheets)	20		80	40						140	\$22,600							\$22,600
Striping @ 1"=40' (7 Sheets)	8		16	32						56	\$8,720							\$8,720
Construction Cost Estimate	4		24							28	\$4,680							\$4,680
f) Value Analysis	24		40							64	\$11,960	\$3,450						\$15,410
g) 60% Plans & Estimate																		
<b>Phase 1 (23 Sheets)</b>																		
Update 30% Plans (7 Sheets)	8		20	40						68	\$10,420							\$10,420
General Notes (1 Sheet)	1		2	4						7	\$1,090							\$1,090
Demolition & Utility Disp. Plan @ 1"=20' (2 Sheets)	6		12	24						42	\$6,540							\$6,540
Grading Plan @ 1"=20' (2 Sheets)	8		32	16						56	\$9,040							\$9,040
Drainage Plan and Profile Plan @ 1"=20' (1 Sheet)	6		20	8						34	\$5,620							\$5,620
Signing & Striping Plan @ 1"=40' (2 Sheets)	4		8	16						28	\$4,360							\$4,360
Traffic Signal Plan @ 1"=20' (1 Sheet)	2		2							4	\$790			\$9,775				\$10,565
Retaining Wall General Notes (1 Sheet)												\$1,725						\$1,725
Soil Nail Wall Retaining Wall #7 (1 Sheet)	4		8							12	\$2,200	\$3,450						\$5,650
Convention Retaining Wall #6 & #8 (2 Sheets)	8		16							24	\$4,400	\$6,325						\$10,725
Wall Section (2 Sheets)	4		4							8	\$1,580	\$5,704						\$7,284
Wall Details (1 Sheets)	2		2							4	\$790	\$2,875						\$3,665
<b>Phases 2 &amp; 3 (67 Sheets)</b>																		
Update 30% Plans (18 Sheets)	20		40	80						140	\$21,800							\$21,800
Demolition and Utility Disposition Plans (11 Sheets)	25		50	100						175	\$27,250							\$27,250
Grading Plan @ 1"=20' (11 Sheets)	25		100	50						175	\$28,250							\$28,250
Drainage Plan and Profile Plan @ 1"=20' (5 Sheets)	20		64	32						116	\$19,040							\$19,040
Signing & Striping Plan (6 Sheets)	8		16	40						64	\$9,800							\$9,800
Soil Nail Wall Retaining Walls #1 & 2 (3 Sheets)	8		16							24	\$4,400	\$11,299						\$15,699
Convention Retaining Wall #4 (2 Sheets)	6		12							18	\$3,300	\$7,188						\$10,488
Wall Section (3 Sheets)	2		2							4	\$790	\$3,450						\$4,240
Wall Details (2 Sheets)	2		2							4	\$790	\$2,300						\$3,090
Erosion Control Plan @ 1"=20' (6 Sheets)	8		8							16	\$3,160	\$28,463						\$31,623
Update Construction Cost Estimate	4		12							16	\$2,820			\$575				\$3,395
h) 90% Plans, Specifications & Estimate																		
<b>Phase 1 (26 Sheets)</b>																		
Update 60% Plans (23 Sheets)	12	4	24	48						88	\$13,840	\$15,755		\$5,175				\$34,770
Construction Details - Curb & Misc (2 Sheets)	4	1	10	20						35	\$5,400							\$5,400
Construction Details - Dwy (1 Sheet)	3	1	6	12						22	\$3,460							\$3,460
<b>Phases 2 &amp; 3 (81 Sheets)</b>																		
Update 60% Plans (67 Sheets)	28	8	54	104						194	\$30,650	\$18,400						\$49,050
Construction Details - Dwy & Ints (6 Sheets)	16	1	32	64						113	\$17,630							\$17,630
Construction Details - Misc (2 Sheets)	6	1	14	28						49	\$7,580							\$7,580
Drainage Details (3 Sheets)	12	1	24	48						85	\$13,270							\$13,270
Erosion Control Details (3 Sheets)	3	1	3							7	\$1,375	\$6,900						\$8,275
Prepare Draft Specifications	32	4								36	\$8,440	\$2,300		\$1,150				\$11,890
Update Construction Cost Estimate	4	2	12							18	\$3,200	\$1,150		\$575				\$4,925
i) H&H Study	24	2	80							106	\$18,540							\$18,540
j) SWPPP	20	4	60	40						124	\$20,260							\$20,260
k) Final (100%) PS&E	20	8	40	80						148	\$23,320	\$4,773		\$2,875				\$30,968
<b>Task II: Permitting &amp; Environmental Doc</b>	12									12	\$2,880			\$18,389				\$21,269
<b>Task III: Meetings and Workshops</b>																		
a) Kickoff Meeting	3		2							5	\$1,030	\$633						\$1,663
b) 2 community/local Chamber of Commerce Meetings/Events after 30% & 60%	8		8							16	\$3,160	\$1,265						\$4,425
c) 1 Commission Meeting	2									2	\$480							\$480
d) 1 City Council Meeting	2									2	\$480							\$480
<b>Task IV: Construction Bid Documents</b>	2		6							8	\$1,410	\$575		\$575		\$2,000		\$4,560
<b>Task V: Construction Bidding Procedure</b>																		
a) Attend Pre-bid meeting	2									2	\$480							\$480
b) Prepare Addendums if any	8		16	12						36	\$6,020							\$6,020
c) Response to Bidders	8		16							24	\$4,400	\$1,265		\$1,035				\$6,700
d) Hard Copy of Draft Bidder Inquiry Responses	1		4							5	\$860							\$860
<b>Totals</b>																		
Total Staff Hours	532	38	1,117	1,014	60	124	8	118	116	3127								
Total Staff Costs	\$127,680	\$7,220	\$173,135	\$136,890	\$14,100	\$18,600	\$1,240	\$18,290	\$15,660			\$129,243	\$71,760	\$21,735	\$18,389	\$9,240	\$2,000	<b>\$765,181</b>

April 4, 2022  
Project No. 2102-4071

Mr. Michael Ip  
MNS Engineers, Inc.  
4580 E. Thousand Oaks Blvd., Suite 101  
Westlake Village, CA 91362

**Proposal to Prepare Environmental Documentation  
for the City of Calabasas Mulholland Highway Improvement Project**

**Introduction**

Padre is currently under contract to provide permitting services for the subject project. At our meeting with City Public Works and Planning staff on March 30, 2022, we were requested to provide environmental review services for the project in compliance with the California Environmental Quality Act (CEQA). We understand the portion of the project located east of Wild Walnut Park (~STA 401+00) is considered a separate project (formerly Phase 1) and environmental documentation is not required and not part of this scope of work.

**Scope of Work**

The following tasks comprise our scope of work:

**Project Description.** Padre will prepare a project description based on the most current design information provided by MNS (35 percent plans or better), including preliminary limits of earthwork, retaining walls and slope protection features. A draft project description will be submitted to MNS and the City for review and approval. Upon receipt of comments, the project description will be finalized. The final project description will serve as the basis of all impact analysis. Substantial changes to the project following approval of the project description may require modifications to the CEQA scope and budget.

**Draft Initial Study (IS).** Based on the approved project description, we will prepare an IS for review by City Public Works and Planning staff. The IS will utilize the IS checklist provided in the State CEQA Guidelines and include a short setting discussion for each issue area, and a reasoned response to each checklist item. Potential issues of concern may include aesthetics, biological resources and cultural resources. A biological survey and cultural resources record search will be conducted in support of the IS checklist. In addition, an inventory of trees proposed to be removed will be prepared, including the species, diameter at breast height and location of each tree at least six inches in diameter at breast height.





**Initial Study and Determination of the CEQA Document.** The Draft IS will be revised in response to City comments and will include recommendations regarding the appropriate CEQA document (exemption, negative declaration [ND], mitigated negative declaration [MND]). If requested, Padre will attend a meeting with City staff to discuss potential impacts, mitigation measures (if needed) and identify the appropriate CEQA document.

**Internal Draft ND or MND (as needed).** Should the City determine that a ND or MND is the appropriate CEQA document, Padre will update and expand the IS and prepare an internal draft ND/MND. Alternatively, Padre will prepare the notice of exemption, should the City determine this is the appropriate CEQA document.

**Public Draft ND or MND (as needed).** Upon receipt of all City comments on the Internal Draft ND/MND, we will make any necessary changes and publish the Public Draft ND/MND. Our cost estimate assumes up to 15 hardcopies and 30 electronic copies (pdf files on CD) of the Public Draft ND/MND will be required. Padre will be responsible for noticing and distribution of the ND/MND, including uploading the documents to the State Clearinghouse website. However, the City will be responsible for providing affected property addresses and newspaper publication of the public notice.

**Incorporate Public Comments.** At the close of the public comment period and following any public hearings, Padre staff will convene with City staff to review written and verbal comments and strategize responses. We will then prepare draft responses to all comment letters received during the comment period.

Because of the uncertainty of the number of comments that will be received, our budget assumes the receipt of up to ten comment letters with an average of four comments per letter. If there are comments in excess of this amount, Padre may request a modification to the budget and schedule.

**Final ND/MND.** Upon approval of the responses to comments, Padre will incorporate any needed text revisions to the Public Draft ND/MND and prepare the Final ND/MND. Our cost estimate provides for delivery of up to five hardcopies of the Final ND/MND. In addition, Padre will prepare a Mitigation Monitoring Plan (should mitigation measures be required) for approval with the MND at the Planning Commission and/or City Council hearing.

**Team Meetings and Public Hearings.** Our scope includes attendance at up to three team meetings (in person as needed) with MNS and/or City staff, and one public hearing.

## **Schedule**

Padre will meet the following deliverables and schedule requirements. It is important to note that the schedule will be driven by receipt of project information provided by and receipt of comments from MNS and the City of Calabasas. Therefore, the schedule outlined below should be considered preliminary.



A draft project description will be delivered within two weeks of receipt of all available project information. Five copies of the Draft IS will be delivered within four weeks of receipt of comments on the project description. However, the cultural resources record search will be conducted by the South Central Coast Information Center and may require six weeks to be completed, which may delay completion of the Draft IS.

The IS will be delivered within one week of receipt of City comments on the Draft IS. The Internal Draft ND/MND (if needed) will be delivered within three weeks of the determination of the appropriate CEQA document. Up to 15 hardcopies and 30 CD copies of the Public Draft ND/MND will be delivered within two weeks of receipt of all comments on the Internal Draft IS/MND.

Five copies of response to public comments will be delivered within two weeks of receipt of all comments on the Public Draft ND/MND. Up to five hardcopies of the Final ND/MND and Mitigation Monitoring Plan (as appropriate) will be delivered within two weeks of approval of the responses to comments.

**Fee**

Padre will complete the scope of work on a time and materials basis for a not-to-exceed fee of \$22,535 should a notice of exemption be determined to be the appropriate CEQA document, and \$38,570 should a MND be determined to the appropriate CEQA document. All work would be conducted according to the attached 2021 Standard Fee Schedule. A fee estimate breakdown spreadsheet is attached.

\*

\*

\*

Should you have any questions regarding this proposal, please contact me at 805/644-2220 ext. 413 at your earliest convenience.

Sincerely,  
**Padre Associates, Inc.**

A handwritten signature in blue ink, appearing to read "Matt Ingamells", is written over a faint, larger version of the same signature.

Matt Ingamells  
Project Manager

Attachments: 2021 Standard Fee Schedule  
Fee estimate spreadsheet

## 2021 STANDARD FEE SCHEDULE

### **PROFESSIONAL SERVICES**

Principal Professional II .....	\$ 210/hr
Principal Professional .....	\$ 180/hr
Senior Professional II.....	\$ 160/hr
Senior Professional.....	\$ 150/hr
Project Professional II.....	\$ 130/hr
Project Professional .....	\$ 120/hr
Staff Professional II.....	\$ 110/hr
Staff Professional.....	\$ 95/hr
Senior Technician (Non-Prevailing Wage).....	\$ 90/hr
Senior Technician (Prevailing Wage).....	\$ 95/hr
Technician (Non-Prevailing Wage) .....	\$ 80/hr
Technician (Prevailing Wage) .....	\$ 85/hr
Senior GIS/CAD Specialist.....	\$ 110/hr
GIS/CAD Specialist.....	\$ 95/hr
Drafting.....	\$ 75/hr
Word Processing/Technical Editor .....	\$ 80/hr

\*Overtime rates for Technicians and Office Staff is 1.3 x rates shown.

Fees for expert witness preparation, testimony, court appearances, or depositions will be billed at the rate of \$425 per hour.

### **OTHER DIRECT CHARGES**

Subcontracted Services.....	Cost Plus 15%
Outside Reproduction.....	Cost Plus 15%
Travel, Subsistence, and Expenses.....	Cost Plus 15%
Vehicle .....	\$ 80/day
Photoionization Detector .....	\$ 120/day
Nuclear Density Gauge .....	\$ 85/day
Automobile Mileage.....	\$ 0.85/mile

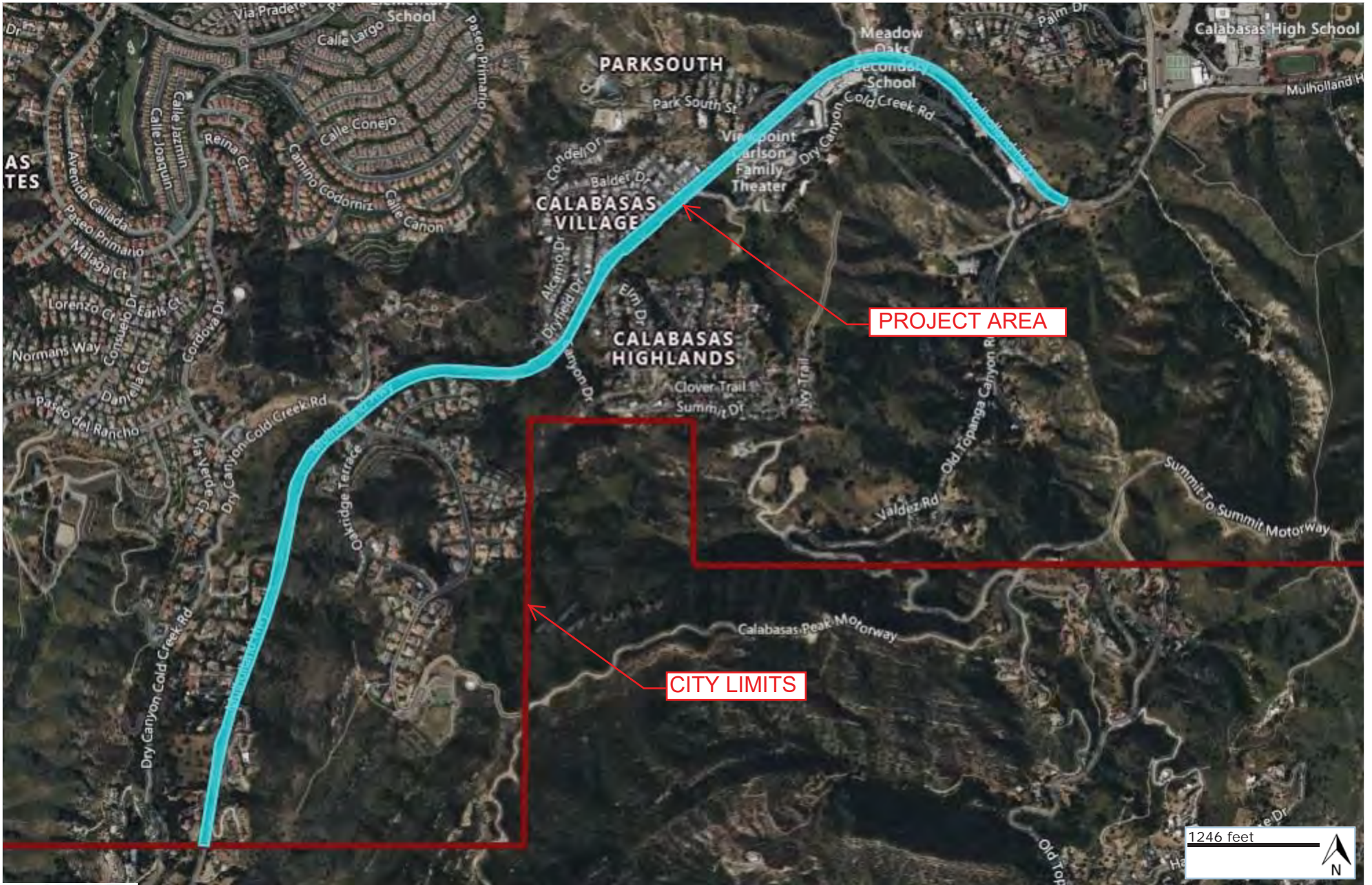
**FEE ESTIMATE FOR ENVIRONMENTAL DOCUMENTATION  
FOR THE MULHOLLAND HIGHWAY IMPROVEMENT PROJECT**

<b>Task</b>	<b>Total Hours</b>	<b>Cost</b>	<b>Senior \$150</b>	<b>Staff \$95</b>	<b>Graphics \$110</b>
Project Description	32	\$4,320	20		12
Arch record search & memo	28	\$3,160	8	16	4
Biology survey, tree inventory	34	\$3,540	4	24	6
Draft Initial Study	58	\$8,380	50		8
Initial Study and CEQA determination meeting	16	\$2,240	12		4
Internal Draft ND/MND	36	\$4,920	24		12
Public Draft ND/MND and NOI	28	\$3,630	16	6	6
Incorporate Public Comments	16	\$2,400	16		
Final IS/MND/Monitoring Plan	14	\$2,020	12		2
Meetings & Hearings	16	\$2,400	16		0
<b>Staff Total</b>	<b>278</b>	<b>\$37,010</b>	<b>178</b>	<b>46</b>	<b>54</b>

**Other Direct Costs**

Truck fee (field work and meetings)	\$640
Reproduction (Public Draft ND/MND)	\$300
Cultural records search	\$500
Markup (15%)	\$120
<b>Reimbursables</b>	<b>\$1,560</b>
<b>Project Total</b>	<b>\$38,570</b>

<b>Scenario 1: NOE</b>	<b>\$22,535</b>
<b>Scenario 2: ND or MND</b>	<b>\$38,570</b>



PROJECT AREA

CITY LIMITS



### PROJECT MAP LIMITS



**CITY of CALABASAS**

**CITY COUNCIL AGENDA REPORT**

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**DATE: AUGUST 30, 2022**

**TO: HONORABLE MAYOR AND COUNCILMEMBERS**

**FROM: ERICA L. GREEN, COMMUNITY SERVICES DIRECTOR**

**SUBJECT: RECOMMENDATION TO APPROVE MEMORANDUM OF UNDERSTANDING WITH UNLIMITED PLAY INC., PROFESSIONAL SERVICES AGREEMENT WITH PLAYPOWER LITTLE TIKES FARMINGTON, INC. NOT-TO-EXCEED \$1,500,000, UTILIZATION OF SOURCEWELL, AND FUNDING SOURCES TO REPLACE PLAYGROUND EQUIPMENT AT BRANDON'S VILLAGE/GATES CANYON PARK**

**MEETING DATE: SEPTEMBER 14, 2022**

**DATE:**

---

**SUMMARY RECOMMENDATION:**

Staff recommends approving a Memorandum of Understanding with Unlimited Play Inc., Professional Services Agreement (PSA) with PlayPower Little Tikes Farmington, Inc. in the not-to-exceed amount of \$1,500,000 (anticipated fundraising of \$10K - \$400K included), utilization of Sourcewell, and funding sources to replace existing playground equipment, rubberized surfacing, at Brandon's Village/Gates Canyon Park.

**BACKGROUND:**

In May of 2022 the Community Services Department presented City Council with a recommendation to approve the Gates Canyon/Brandon's Village playground project and funding with PlayPower Little Tikes Farmington, Inc. Staff was given direction to return with detailed information on the project costs and Sourcewell cooperative purchasing agreement. In August of 2022 Staff presented the information requested to City Council and was further directed to provide additional information on Sourcewell and return to City Council in September of 2022.

## **DISCUSSION/ANALYSIS:**

In February 2022 the Community Services Department closed the tot play structure and removed amenities from the 5-12 year-old play structure at Gates Canyon Park due to safety concerns and sinking of the pour in place surfacing. As time passes, the surfacing continues to deteriorate and compromises the safety of the play structures further. The replacement of the play structure and rubberized surfacing is required to prevent any further deterioration and indefinite closure, which is likely within the next month.

Brandon's Village at Gates Canyon Park provides all-inclusive play structures that were originally constructed in 2006 at a cost of \$875,000. To ensure the inclusive play element is maintained with the new play structures, staff has collaborated with Unlimited Play, Inc. a non-profit organization that partners with PlayPower Little Tikes Farmington, Inc. to help fundraise and build custom all-inclusive playgrounds.

PlayPower Little Tikes Farmington, Inc. is contracted with Sourcewell Cooperative Purchasing. Cooperative purchasing is an arrangement in which multiple businesses combine buying requirements onto a single contract and aggregate volume to enhance purchasing power.

Sourcewell is a local unit of government, a public corporation and agency under the Minnesota Constitution and its enabling law. Sourcewell employees are government employees. Sourcewell is a service cooperative created to provide programs and services to participating agencies in the government, education, and nonprofit sectors. Its statutory purpose is to assist these agencies in meeting specific needs which are more efficiently delivered cooperatively than by an entity individually. Sourcewell is authorized to establish cooperative purchasing contracts on behalf of itself and participating agencies and is governed by an eight-member board of directors made up of local elected officials including county commissioners, city council members, mayors, and school board members. Sourcewell's procurement process is continuously improved to ensure compliance with state and federal requirements affecting our clients' ability to use cooperative purchasing contracts. Sourcewell is funded by administrative fees paid by suppliers. When Sourcewell awards a contract, that supplier realizes substantial efficiencies in the form of thousands of sales opportunities. Suppliers pay a percentage of those sales to Sourcewell to cover costs related to the procurement process and to offset general operating costs.

If approved, the City will utilize the PlayPower Little Tikes Farmington, Inc. Sourcewell contract.

The Memorandum of Understanding with Unlimited Play, Inc., will include facilitating public engagement, fundraising, and marketing. The Professional Services Agreement with PlayPower Little Tikes Farmington, Inc. will include play structure design, demolition, installation, rubberized surfacing demolition and playground signage.

If approved, the estimated completion of the project is approximately early 2024. The timeline includes public engagement, design, fundraising, community build and grand opening.

**FISCAL IMPACT/SOURCE OF FUNDING:**

The estimated cost of the project is \$1.1 million with anticipated fundraising in the amount of \$10K-\$400K for an estimated not-to-exceed \$1.5 million contract price. The funding sources include \$192,744 Prop 68 Per Capita Grant, \$125,000 Gates Canyon/Brandon's Village maintenance allocation and \$800,000 American Rescue Plan Act allocation for a total of \$1,117,744. Fundraising will be conducted and any additional funds secured will be used to enhance the playground elements.

**REQUESTED ACTION:**

Staff recommends approving a Memorandum of Understanding with Unlimited Play Inc., Professional Services Agreement (PSA) with PlayPower Little Tikes Farmington, Inc. in the not-to-exceed amount of \$1,500,000 (anticipated fundraising included), utilization of Sourcewell, and funding sources to replace existing playground equipment, rubberized surfacing, at Brandon's Village/Gates Canyon Park.

**ATTACHMENTS:**

- A. Gates Canyon Presentation
- B. Sourcewell Cooperative Purchasing Reference Guide
- C. Memorandum of Understanding with Unlimited Play, Inc.
- D. Professional Services Agreement with PlayPower Little Tikes Farmington, Inc.



# Gates Canyon Park

Replacement of playground equipment and pour in place rubber surfacing.



# Background Timeline

2022

Safety issues were identified with the playground structures and the pour in place rubber surfacing. The tot structure was closed and elements of the youth structure were removed.



MAY

Staff worked with Little Tikes and Unlimited Play on various playground options for Council approval.

APRIL -  
JUNE

Presented recommendation to City Council on replacement of the playground structures. It was recommended staff return with additional information.

# Play Structure Options

By price point - \$1.1M approved budget



**\$1M Structure**  
No fundraising  
required.



**\$1.5 Structure**  
Requires \$400K in  
fundraising.



**\$2M Structure**  
Requires \$900K in  
fundraising.

2006 Brandon's Village Cost - \$875,000 (playground only)





## Brandon's Village

Custom products are shown as conceptual.

little tikes. COMMERCIAL

CUSTOM  
DESIGN  
STUDIO



# Hero Park

Custom products are shown as conceptual.



# Sourcewell Cooperative Purchasing

## What is it?

A cooperative purchasing program combines multiple buyers' requirements on a single contract to aggregate volume and raise the purchasing power of each participating entity.

Cooperative purchasing contracts can save buyers time and money. By the time a buyer is presented with the contract, a competitive bid process has already been completed in accordance with state-specific requirements, and there is no need to write or advertise the bid solicitation, receive and evaluate proposals, or negotiate the award.

The contracts also offer scale and negotiation leverage that helps buyers attain better and more affordable pricing. The transparency of these contracts ensures that the purchasing process is competitive and enhances buyers' confidence that they are getting a fair deal.

# Sourcewell Cooperative Purchasing

## What is it?

- Sourcewell is a local unit of government, a public corporation and agency under the Minnesota Constitution and its enabling law.
- Sourcewell employees are government employees.
- Sourcewell is a service cooperative created to provide programs and services to participating agencies in the government, education, and nonprofit sectors. Its statutory purpose is to assist these agencies in meeting specific needs which are more efficiently delivered cooperatively than by an entity individually.
- Sourcewell is authorized to establish cooperative purchasing contracts on behalf of itself and participating agencies and is governed by an eight-member board of directors made up of local elected officials including county commissioners, city council members, mayors, and school board members.
- Sourcewell's procurement process is continuously improved to ensure compliance with state and federal requirements affecting our clients' ability to use cooperative purchasing contracts.
- Sourcewell is funded by administrative fees paid by suppliers. When Sourcewell awards a contract, that supplier realizes substantial efficiencies in the form of thousands of sales opportunities. Suppliers pay a percentage of those sales to Sourcewell to cover costs related to the procurement process and to offset general operating costs.
- Sourcewell requires suppliers to indicate their Green initiatives within their bid which is considered in process of securing vendors.



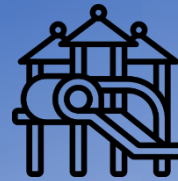
# SourceWell Cooperative Purchasing

## Benefits of Use



### Reduced Project Time

Reduces project time without going through a formal bid process. Sourcewell was used for recent fleet purchases and Grape Arbor play structure.



### Partnership with Little Tikes

Little Tikes partners exclusively with Unlimited Play. Unlimited Play is a 501 (C) 3 non-profit organization that helps to plan, design and build fully accessible playgrounds.



### Partnership with Unlimited Play

Unlimited Play will assist with public outreach, community engagement and fundraising.

# ALTERNATIVE Option



## Request for Proposal Solicitation

Extended project time estimated to be about 6 – 8 months. Two requests for proposals required one for design and one for construction.



## Procurement of Consultant

A consultant will be required to conduct public engagement and fundraising. Estimated at about \$180K-\$200K.

# COSTS

**\$1M**

**\$1.5M**

**\$2M**

LITTLE TIKES INCLUSIVE PLAY EQUIPMENT AS SPECIFIED.	\$350,000.00	
INSTALLATION OF EQUIPMENT.	\$142,000.00	
SITE WORK FOR 2 - 5 AND 5 - 12 AREAS.	\$147,550.00	
SITE WORK FOR TOT AREA.	\$9,500.00	
800' SECURITY FENCING.	\$3,200.00	
OVERNIGHT SECURITY FOR 10 DAYS FOR POUR IN PLACE SURFACING.	\$5,600.00	
PROVIDE 11,620 SQ/FT OF 3 1/2" POUR IN PLACE	\$267,260.00	
2000 SQ/FT OF PLAY TURF SURFACING FOR TOT AREA	\$48,000.00	
	<b>SubTotal</b>	<b>\$973,100.00</b>
	TAX	\$33,250.00
Unlimited Play MOU Amount		\$10,000
	<b>TOTAL</b>	<b>\$1,016,360.00</b>

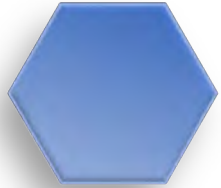
CUSTOM LITTLE TIKES INCLUSIVE PLAY EQUIPMENT AS SPECIFIED.	\$650,000.00	
INSTALLATION OF EQUIPMENT.	\$191,840.00	
SITE WORK FOR 2 - 5 AND 5 - 12 AREAS.	\$147,550.00	
SITE WORK FOR TOT AREA.	\$9,500.00	
800' SECURITY FENCING.	\$3,200.00	
OVERNIGHT SECURITY FOR 10 DAYS FOR POUR IN PLACE SURFACING.	\$5,600.00	
PROVIDE 11,620 SQ/FT OF 3 1/2" POUR IN PLACE	\$267,260.00	
2000 SQ/FT OF PLAY TURF SURFACING FOR TOT AREA	\$48,000.00	
	<b>SubTotal</b>	<b>\$1,322,950.00</b>
	TAX	\$61,750.00
Unlimited Play MOU Amount		\$10,000
	<b>TOTAL</b>	<b>\$1,394,700.00</b>

CUSTOM LITTLE TIKES INCLUSIVE PLAY EQUIPMENT AS SPECIFIED.	\$1,025,000.00	
INSTALLATION OF EQUIPMENT.	\$288,000.00	
SITE WORK FOR 2 - 5 AND 5 - 12 AREAS.	\$147,550.00	
SITE WORK FOR TOT AREA.	\$9,500.00	
800' SECURITY FENCING.	\$3,200.00	
OVERNIGHT SECURITY FOR 10 DAYS FOR POUR IN PLACE SURFACING.	\$5,600.00	
PROVIDE 11,620 SQ/FT OF 3 1/2" POUR IN PLACE	\$267,260.00	
2000 SQ/FT OF PLAY TURF SURFACING FOR TOT AREA	\$48,000.00	
	<b>SubTotal</b>	<b>\$1,794,110.00</b>
	TAX	\$97,375.00
Unlimited Play MOU Amount		\$10,000
	<b>TOTAL</b>	<b>\$1,901,485.00</b>

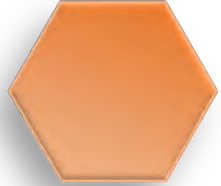
**\$1,117,743 budgeted and approved for project**

\*Not included in costs above - \$100K Approved Capital Improvement Project for perimeter fencing and new park sign. Will return to Council to award contractor for those projects.

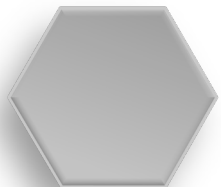
# Funding Sources



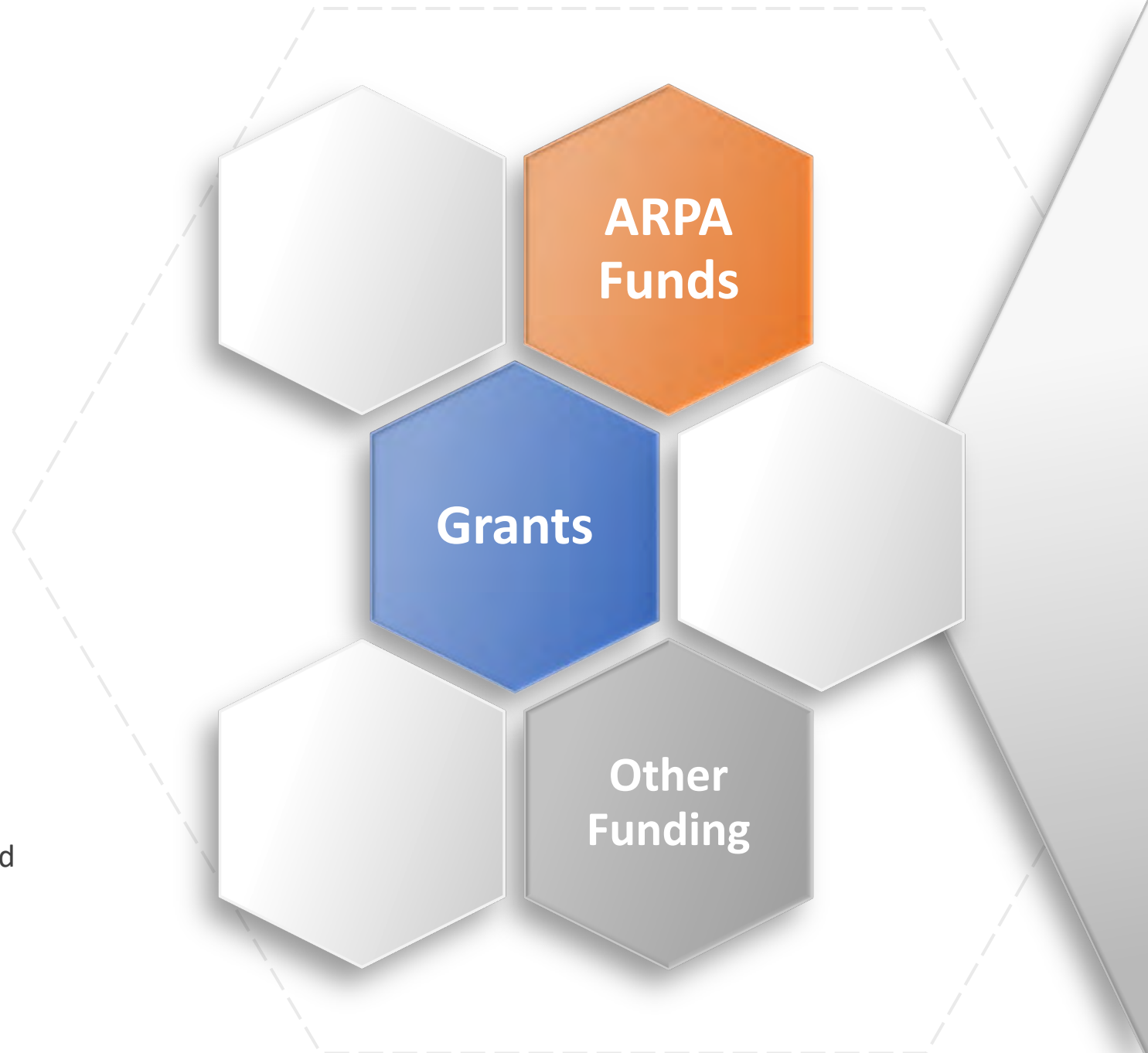
State of California Prop 68 Annual Allocation Funds - \$192,743  
(Project period ends June 30, 2024)



American Rescue Plan Act Funds –  
(approved CIP projects)  
\$800K playground = 2022  
\$100K = fencing and sign 2022  
\$50K = fitness equipment 2023



\$125K Gates Canyon Maintenance Fund  
  
Fundraising by Brandon's Buddies and Unlimited Play  
\$500K - \$1M



# COUNCIL ACTION



## PROVIDE DIRECTION TO STAFF:

- On use of Sourcwell
- On preferred project option
- Approve funding sources
- Approve agreement with Little Tikes and MOU with Unlimited Play, if applicable
- Authorize the City Manager to execute Agreement Amendments within Council approved budgeted amounts, including the authority to authorize the associated payments/purchases in accordance with the terms of the Agreement, subject to the approval of the City Attorney.

# Cooperative Purchasing Reference Guide

Your guide for sourcing success



Together,  
we are  
Sourcewell

## Cooperative purchasing

Cooperative purchasing is procurement conducted by, or on behalf of, one or more government units for use by other government units.



### Compliant

- Our process can be trusted to satisfy your bid requirements
- We are a government agency that works like you
- Achievement of Excellence in Procurement recipient



### Competitive

- Buying power of 50,000 participating agencies
- Contracts offer ceiling-based (not-to-exceed) pricing and volume discounts



### Convenient

- More than 400 quality suppliers holding competitively awarded contracts
- Full suite of options for a complete solution
- Easy, no-cost participation for public agencies



## Register as a participating agency

Participation is free. Just complete the online or paper registration form. A legal agreement is available if needed. After registering, you will receive a Sourcewell account ID number electronically and a welcome packet by mail.

- Online at: [sourcewell-mn.gov](https://sourcewell-mn.gov)
- Through hard copy participation agreement (download from our website)
- Through “Joint Exercise of Powers” or “Interlocal” agreements

## Make a purchase

Browse our catalog of nationally awarded suppliers online. Contact the supplier directly and inform them of your interest in using the Sourcewell contract, OR use our expertise — contact our client relations team. We want to be your guide.

For more information, contact our client relations team:

877-585-9706

[service@sourcewell-mn.gov](mailto:service@sourcewell-mn.gov)



# Our process

Cooperative purchasing connects buyers and sellers for efficiency and savings.

Our user-friendly process—the consistency of our documents, forms, and evaluation criteria—is among our greatest assets.

We continuously refine our efforts to meet the changing needs of our participating agencies. They value our North American competitive procurement process, which satisfies local procurement requirements.

Our clients add value to these steps by understanding their local procurement requirements and assessing their ability to legally access and utilize Sourcewell contracts.

## Competitive procurement process

### 1. Scope of solicitation

We determine the scope of each competitive solicitation by identifying the needs of our public agency clients. This is accomplished through daily interactions and guidance from our clients.

### 2. Authorization from Sourcewell Board of Directors

Before initiating a solicitation, we seek permission from the publicly elected Sourcewell Board of Directors.

### 3. Public notice and advertising

Upon approval from the board, we issue a public notice and advertisement. Refer to [sourcewell-mn.gov/process](http://sourcewell-mn.gov/process) for specific advertising locations.

### 4. Proposal receipt and opening

We accept web-based, digital submissions through the Sourcewell Procurement Portal. Responses through the portal are secure and inaccessible until after the published due date and time. We conduct a public-proposal opening time, date, and place as specified in the RFP. Prior to April 1, 2019, physical submissions were accepted with a time and date stamp upon receipt at our office in Staples, Minn.

### 5. Objective evaluation

At the proposal opening, we evaluate the responsiveness of each proposal received. The evaluation committee then presents its recommendations to the chief procurement officer (CPO) for final review and approval.

### 6. Official award

Upon approval by the CPO and ratification by the Sourcewell Board of Directors, we award the recommended supplier(s) a four-year contract with the potential for a one-year extension. The Sourcewell Procurement Department sends a Notice of Award or Non-Award to all respondents via email.

### 7. Posting and review of approved contract documents

Sourcewell maintains a complete procurement file, and contract documentation is posted on our website. We periodically review all awarded contracts for compliance and effectiveness. In addition, Sourcewell may review and approve price and product changes at the supplier's request.



Six-time recipient of the Achievement of Excellence in Procurement award.

# The Sourcewell advantage

Sourcewell is a self-sustaining government organization. We partner with government, education, and nonprofit entities to empower community success.

## You can confidently partner with Sourcewell because we:

### Value independence

- As a government agency authorized by the state of Minnesota, we can enter into contracts and operate as our own cooperative purchasing lead agency. (See enabling legislation on page 6)
  - We adhere to competitive solicitation requirements of the Uniform Municipal Contracting Law.
- We award most contracts corporately, but you purchase from local dealers and providers.
- Contract terms allow you to propose supplemental terms and conditions.

### Lead the way

- Choice of high-quality equipment/products/services—400 North American supplier contracts and more than 500 construction contracts.
- We eliminate low-bid, low-quality issues. You capture lifecycle-cost savings.
- Our contracts are tailored to you with solutions-based solicitations.
  - Basic to fully customized solutions available when you choose from a suite of options.

### Read the fine print

- Proven procurement process, refined over 40 years. (See prior page.)
- Contracts competitively solicited on your behalf and awarded by our CPO and elected board.
- The documentation you need is right at your fingertips—with a complete procurement file posted on our website [sourcewell-mn.gov](http://sourcewell-mn.gov).

### Make purchasing easy

- Browse our catalog of awarded suppliers online.
- Participating agencies can then contact the supplier directly and tell them you'd like to use the Sourcewell contract.
  - If not a participating agency, check out how easy it is to register on page 3.
- Tap into our expertise by contacting our client relations team: 877-585-9706 or [service@sourcewell-mn.gov](mailto:service@sourcewell-mn.gov).

# Frequently asked questions

**Q. Who is Sourcewell?**

A. Sourcewell is a local unit of government, a public corporation and agency under the Minnesota Constitution and its enabling law, Minnesota Statutes § 123A.21. Sourcewell employees are government employees.

**Q. What is Sourcewell's primary purpose?**

A. Sourcewell is a service cooperative created to provide programs and services to participating agencies in the government, education, and nonprofit sectors. Its statutory purpose is to assist these agencies in meeting specific needs which are more efficiently delivered cooperatively than by an entity individually. Minn. Stat. § 123A.21, subd. 2.

**Q. Is cooperative purchasing one of Sourcewell's authorized activities?**

A. Sourcewell is authorized to establish cooperative purchasing contracts on behalf of itself and participating agencies. Sourcewell follows the competitive contract law requirements under Minnesota Statutes § 471.345, to solicit, evaluate, and award these contracts.

**Q. How is Sourcewell governed?**

A. Sourcewell is governed by an eight-member board of directors made up of local elected officials including county commissioners, city council members, mayors, and school board members.

**Q. Who is eligible to participate, and how much does it cost?**

A. Participation is free and available to all government, education, and nonprofit entities.

**Q. How do we register?**

A. You can register to participate online at [sourcewell-mn.gov](https://sourcewell-mn.gov) or by submitting a paper agreement.

**Q. What specific statute gives my agency the authority to participate?**

A. Joint powers and cooperative purchasing laws authorize clients to access Sourcewell cooperative purchasing contracts. Sourcewell clients are responsible for ensuring compliance with state and local laws in their respective jurisdictions. A comprehensive list of state laws is included on the Sourcewell website on the "Compliance and Legal" page.

Sourcewell continuously monitors changing laws and regulations affecting cooperative purchasing. For questions about state-specific compliance or contract-use requirements, please contact [service@sourcewell-mn.gov](mailto:service@sourcewell-mn.gov).

**Q. Can my agency use Sourcewell contracts without issuing our own solicitation?**

A. Sourcewell contracts are competitively solicited on behalf of Sourcewell and our participating agencies. Individual agencies are free to determine whether the awarded contracts meet their needs.

# Frequently asked questions

**Q. Does Sourcewell's procurement process meet federal procurement standards, including the Office of Management and Budget Uniform Guidance (2 CFR Part 200)?**

A. Sourcewell's procurement process is continuously improved to ensure compliance with state and federal requirements affecting our clients' ability to use cooperative purchasing contracts. Standard federal terms and conditions are included in Sourcewell solicitations and contracts. For specific compliance questions, please contact [service@sourcewell-mn.gov](mailto:service@sourcewell-mn.gov).

**Q. How do I obtain copies of the legal documents associated with each contract?**

A. Contracts and solicitation documents are available under the "Contract Documentation" tab on each supplier's page on the Sourcewell website. Please follow the instructions under each supplier's "Pricing" tab to access pricing for specific contracts. Due to pricing complexity, some pricing is only available upon request. Procurement files are also available upon request.

**Q. As a Sourcewell participating agency, are we able to buy from other contracts?**

A. Sourcewell participation and contracts are nonexclusive with no obligation to purchase.

**Q. How is Sourcewell funded?**

A. Sourcewell is funded by administrative fees paid by suppliers. When Sourcewell awards a contract, that supplier realizes substantial efficiencies in the form of thousands of sales opportunities. Suppliers pay a percentage of those sales to Sourcewell to cover costs related to the procurement process and to offset general operating costs.

Material prepared and provided by Sourcewell is intended as informational and for reference purposes, but is not legal advice. We recognize your responsibility to ensure the Sourcewell procurement process complies with your local laws.



## Cooperative purchasing

Sourcewell creates cooperative contract purchasing solutions on behalf of participating public agencies. Cooperative contracts offer both time and money savings for users by consolidating the efforts of numerous individually prepared solicitations into one, cooperatively shared process—taking advantage of the volume pricing generated by 50,000 agencies across North America.

### Register and purchase

Visit [sourcewell-mn.gov/cooperative-purchasing](https://sourcewell-mn.gov/cooperative-purchasing) or turn to page 3 for more details.

### We want to be your guide.

Contact our client relations team:

877-585-9706

[service@sourcewell-mn.gov](mailto:service@sourcewell-mn.gov)

**MEMORANDUM OF UNDERSTANDING**

This MEMORANDUM OF UNDERSTANDING ("MOU") is made as of September 14, 2022, by and between **Unlimited Play and City of Calabasas**.

**I. Overview of MOU:**

The purpose of this MOU is to outline **City of Calabasas** interest in partnering with Unlimited Play to build an inclusive playground. This MOU outlines the general terms under which Unlimited Play will support with its endeavor **City of Calabasas**.

**II. MOU Terms:**

Unlimited Play and **City of Calabasas** in addition to other subsequent and mutually agreeable terms and conditions, to build an Unlimited Play Playground through the following processes:

***Under this MOU, City of Calabasas will:***

1. Organize and sustain a committee of active local leaders with capabilities and resources to ensure a successful fundraising effort;
2. Identify and secure major gifts toward the Project; Unlimited Play will support this effort when necessary by attending donor meetings.
3. Work with Unlimited Play to develop a mutually agreed upon design which **City of Calabasas** commits to meet. Unlimited Play standards (schedule B) and work with Unlimited Play's preferred vendor ***Little Tikes Commercial***.

**Unlimited Play will**

***A. Pursuant to the terms and conditions of this Agreement, Unlimited Play shall provide to City of Calabasas the support services set forth on Schedule A attached hereto and incorporated herein by reference (the "Support Services"). City of Calabasas hereby acknowledges that (i) Unlimited Play shall provide the Support Services on a non-exclusive basis, (ii) the Support Services do not include architectural, engineering or certification services, and (iii) Unlimited Play shall have no responsibility with respect to safety or code inspections related to the Project.***

***B. SUPPORT SERVICE FEE. . As consideration for the Support Services provided by Unlimited Play, City of Calabasas shall pay Unlimited Play the following fees (collectively, the "Support Service Fee"): (i) A non-refundable start-up fee in an amount equal to \$10,000.00 to be delivered upon execution of this Agreement;***

***Specific Services Unlimited Play provides:***

***Design and development of fully inclusive playground***

***Development of sponsorship catalog***

***Educate and train the local committee***

***Write possible grants under our 501c3***

***Provide a row team guide – “How to guide” for local committee***

***Creating a 3D fly through video of your designed playground***

***Provide inclusive motivational videos for presentations***

***Develop Marketing pieces***

***Create web page with design and story detail with donating capabilities***

***Travel in for specific donor presentations/events***

***Create design donor boards for proper marketing placement***

***Handle all donation/accounting needs ie: tax letters, thank you notes, reminders***

***Organize handle a community build***

***Develop Grand Opening***

***Provide public engagement ie: meetings, surveys forms, questionnaires as needed***

**WHEREAS**, City of Calabasas desires to construct an inclusive and fully accessible playground facility at desired location.

Schedule A

Support Services

1. Design Services: Unlimited Play, together with City of Calabasas, shall establish: if desired..

Design team (“Design Team”) for the Project. The Design Team shall design a universally accessible playground that incorporates (i) the goals and needs of the City of Calabasas, and (ii) the Unlimited Play design standards set forth on Schedule B attached hereto and incorporated herein by reference (the “Design Standards”). The Design Team will select a final design by using a predetermined scoring system to include, but not limited to, play value, durability of equipment, accessibility, adaptability, theme, product availability, and warranty.

2. Fundraising: Unlimited Play, together with City of Calabasas, will establish a local fundraising team and develop a fundraising plan for the Project. Unlimited Play will assist City of Calabasas in assembling a local fundraising team and implementing fundraising strategies. Upon completion of the initial design phase of the Project, Unlimited Play will assist City of Calabasas in engaging the local community through meetings, speaking engagements and events.

3. Public Relation Coordination: Unlimited Play will assist City of Calabasas in planning, consulting and advising regarding media and public relations for the Project.

4. Construction Supervision. Unlimited Play will assist City of Calabasas during the Project construction phase to ensure that the Project playground equipment is installed to maximize accessibility. Unlimited Play will observe equipment installation and provide appropriate feedback to City of Calabasas and/or the vendor responsible for equipment installation.

**Unlimited Play Standards: Schedule B**

- a. Fully ramped play structures to the tallest slide or play activity.
- b. Wheelchair, walker, and mobility challenged friendly surfacing such as poured in place and tile surfacing.
- c. Shaded play structures and seating areas incorporated to help those with temperature regulation problems and sensitivity to sunlight.
- d. Sensory stimulating activities placed throughout the playground.
- e. Cochlear implant safe slides.
- f. Clearly defined path through the playground for those with visual impairments such as cement walks or tactile map.
- g. Fencing
- h. Unique and fun themes to stimulate imagination.
- i. A mutually acceptable permanent sign acknowledging UP

**Provisions Not Enforceable.** The provisions provided above in this MOU do not create or constitute any legally binding obligations upon the parties and is not intended to constitute a binding contract. It is understood and agreed that parties have not attempted to set forth all essential terms of this proposed transaction, and the parties further acknowledge and agree that such terms are subject to further negotiations.

If the foregoing meets with your approval, please sign this MOU as provided below, and the duplicate original enclosed herewith, and return the duplicate to our attention whereupon this shall constitute the understanding between the parties in accordance with the terms and provisions set forth above.

Witness the following authorized signatures:

**Unlimited Play Inc.**

By: \_\_\_\_\_  
Natalie Mackay  
Executive Director

\_\_\_\_\_  
Date

**City of Calabasas**

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

\_\_\_\_\_  
Date





CITY of CALABASAS

**PROFESSIONAL SERVICES AGREEMENT**

**CONTRACT SUMMARY**

<b>Name of Contractor:</b>	PlayPower Little Tikes Farmington, Inc.
<b>City Department in charge of Contract:</b>	Community Services
<b>Contact Person for City Department:</b>	Erica L. Green
<b>Period of Performance for Contract:</b>	September 14, 2022 – September 14, 2024
<b>Not to Exceed Amount of Contract:</b>	\$1,500,000
<b>Scope of Work for Contract:</b>	Design and construction of new playground equipment and amenities at Gates Canyon Park

**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:

**California requires Worker’s Compensation insurance. If the vendor has no employees, a Worker’s Compensation Affidavit is required.**

Other:

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

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

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

(City of Calabasas/ *PlayPower Little Tikes Farmington, Inc.*)

**1. IDENTIFICATION**

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into by and between the City of Calabasas, a California municipal corporation (“City”), and PlayPower Little Tikes Farmington, Inc. . a corporation (“Consultant”).

**2. RECITALS**

- 2.1 City has determined that it requires the following professional services from a consultant: Design and construction of new playground equipment and amenities at Gates Canyon Park.
- 2.2 Consultant represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.

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

**3. DEFINITIONS**

- 3.1 “Scope of Services”: Such professional services as are set forth in Consultant’s August 5, 2022 proposal to City attached hereto as Exhibit A and incorporated herein by this reference.
- 3.2 “Approved Fee Schedule”: Such compensation rates as are set forth in Consultant’s August 5, 2022 fee schedule to City attached hereto as Exhibit B and incorporated herein by this reference.
- 3.3 “Commencement Date”: September 14, 2022
- 3.4 “Expiration Date”: September 14, 2024

4. **TERM**

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

5. **CONSULTANT’S SERVICES**

- 5.1 Consultant shall perform the services identified in the Scope of Services. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement. In no event shall the total compensation and costs payable to Consultant under this Agreement exceed the sum of two-million Dollars (\$2,000,000) unless specifically approved in advance and in writing by City.
- 5.2 Consultant shall perform all work to the highest professional standards of Consultant’s profession and in a manner reasonably satisfactory to City. Consultant shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*).
- 5.3 During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement Date if both (i) such work would require Consultant to abstain from a decision under this Agreement pursuant to a conflict of interest statute and (ii) City has not consented in writing to Consultant’s performance of such work.
- 5.4 Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. **Greg Sippel** 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: Erica L. Green  
Telephone: (818) 224-1654

If to Consultant:

PlayPower Little Tikes Farmington, Inc.  
878 E. Highway 60  
Monett, MO 65708  
Attn: Greg Sippel  
Telephone: (573) 701-2236  
Email: greg.sippel@playpower.com

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.

19.1.4 Notwithstanding anything to the contrary, Consultant shall defend, indemnify, and hold harmless the City, and its officers, employees, agents, and volunteers free and harmless from any claim or liability arising out of failure or alleged failure of Consultant to comply with such prevailing wage laws.”

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

Professional Services Agreement  
Providing for Payment of Prevailing Wages  
*City of Calabasas/PlayPower Little Tikes Farmington, Inc.*

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”**  
*PlayPower Little Tikes Farmington, Inc. .*

By: \_\_\_\_\_  
*Mary Sue Maurer, Mayor*

By: \_\_\_\_\_  
*Todd Brinker, Senior Vice President*

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

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

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

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

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

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

By: \_\_\_\_\_  
*Erica Green, Community Services Director*

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

See attached proposal.

EXHIBIT B  
APPROVED FEE SCHEDULE

See attached.

**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)

Make Purchase Order/Check payable to: PlayPower LT Farmington, Inc.  
 c/o Pacific Park and Play 714 846-4885 fax 714 846-3485  
 P.O. Box 734155, Dallas, TX 75373-4155 email: pacificdzn@aol.com

**QUOTATION**

**PlayPower LT Farmington, Inc.**



Contact PlayPower LT Farmington at 800-325-8828

Sales Person: GUY DONAHOE

Pacific Park and Play

SITE LOCATION		BILL TO	
Quote #	2140021242	Date	8/9/2022
Version	2	Customer PO#	
CALABASAS - BRANDON'S VILLAGE		CALABASAS, CITY OF	
CALABASAS, CA 91302		COMMUNITY SERVICES DEPARTMENT	
Site Phone:		100 CIVIC CENTER WAY	
Site Fax:		CALABASAS, CA 91302	
attn:	ERICA L. GREEN	ATTN:	ERICA L. GREEN
RE::	CALABASAS - BRANDON'S VILLAGE	Phone:	(818) 224-1654 Ext.:
		Fax:	

QTY:	ITEM #	Description	Unit Price	Extended Price
1	LTCPs-BRANDON	CUSTOM LITTLE TIKES INCLUSIVE PLAY EQUIPMENT AS SPECIFIED.	\$350,000.0000	\$350,000.00
1	LTCPs-BRANDON1	INSTALLATION OF ALL EQUIPMENT.	\$142,000.0000	\$142,000.00
1	LTCPs-BRANDON2	SITE WORK FOR 2 - 5 AND 5 - 12 AREAS. SEE BELOW IN SPECIAL INSTRUCTIONS BOX FOR SITE WORK LIST.	\$147,550.0000	\$147,550.00
1	LTCPs-BRANDON3	SITE WORK FOR TOT AREA. SEE BELOW IN SPECIAL INSTRUCTIONS BOX FOR SITE WORK LIST.	\$9,500.0000	\$9,500.00
1	LTCPs-FENCE1	800' SECURITY FENCING.	\$3,200.0000	\$3,200.00
1	LTCPs-OVERNIGHT	OVERNIGHT SECURITY FOR 10 DAYS FOR POUR IN PLACE SURFACING.	\$5,600.0000	\$5,600.00
1	SPECTR-BRANDONPIP	PROVIDE 11,620 SQ/FT OF 3 1/2" POUR IN PLACE SURFACING, ALIPHATIC WITH COMPLEX GRAPHICS. INCLUDES FREIGHT AND INSTALLATION.	\$267,260.0000	\$267,260.00

1	SPECTR-BRANDONTUFPROVIDE 2,000 SQ/FT OF PLAY TURF SURFACING FOR TOT AREA.	\$48,000.0000	\$48,000.00
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ENTER SHIP TO ADDRESS IF DIFFERENT FROM SITE ADDRESS.

Credit Report Required: No

Installer: Installation Quote:

PSI & SPECTRATURF

Special Instructions: Terms: Net 30 days

<b>SubTotal</b>	\$973,110.00
<b>Install</b>	\$0.00
<b>PBO Amount</b>	
<b>PBO Freight</b>	
<b>Freight</b>	\$0.00
<b>TAX RATE</b>	9.50%
<b>TAX</b>	\$33,250.00
<b>TOTAL</b>	\$1,006,360.00

PURCHASE ORDER INFORMATION IS ABOVE ON THE FIRST PAGE OF THE QUOTATION.

\*\*\*PLAY EQUIPMENT, INSTALLATION OF PLAY EQUIPMENT, SITEWORK AND SURFACING ARE ESTIMATES FOR BUDGET PURPOSES ONLY. \*\*\*

\*\*\*QUOTE DOES NOT INCLUDE ANY PERMITS, IF REQUIRED BY YOUR ORGANIZATION, LANDSCAPE ARCHITECT DRAWINGS OR ANY FEES ASSOCIATED WITH THE PERMITS AND DRAWINGS.\*\*\*

INSTALLATION AND SITE WORK ARE INCLUDED IN TOTAL.  
 SITE WORK FOR AREA 2 - 5 AND 5 - 12:  
 REMOVE & DISPOSE OF 11,220 SQ/FT OF POUR IN PLACE SURFACING IS \$44,880.00.  
 REMOVE & DISPOSE OF EXISTING EQUIPMENT IS \$10,700.00.  
 400 SQ/FT OF CONCRETE SUBSTRATE TO EXPAND AREA IS \$4,000.00.  
 REMOVE AND DISPOSE OF 3,834 CU/FT OF BASE SUBSTRATE IS \$19,170.00.  
 PROVIDE 11,680 SQ/FT OF CONCRETE SUBSTRATE IS \$58,400.00.  
 REPAIR / REPLACE (4) SIDEWALK PANELS IS \$8,000.00.  
 REMOVE EXISTING CONCRETE FENCING ON WESTSIDE OF 2-5 AREA IS \$2,400.00.

SITE WORK FOR TOT AREA:  
 REMOVE AND DISPOSE OF EXISTING ACTIVITY PANELS IS \$1,500.00.  
 PROVIDE SITE PREPARATIONS FOR PLAYTURF IS \$8,000.00.

THANK YOU!

This Quote shall not become a binding contract until signed and delivered by both Customer and PlayPower LT Farmington Inc ("PPLT"). Sales Representative is not authorized to sign this Quote on behalf of PPLT or Customer, and signed Quotes cannot be accepted from Sales Rep.To Submit this offer, please sign below forward a complete signed copy of this Quote directly to "PPLT Sales Administrator" via fax (714) 846-3485 or email pacificdzn@aol.com. Upon acceptance, PPLT will return a fully-signed copy of the Quote to Customer with copy to Sales Representative via fax or email. THIS QUOTE IS LIMITED TO AND GOVERNED BY THE TERMS CONTAINED HEREIN. PPLT objects to any other terms proposed by Customer, in writing or otherwise, as material alterations, all such proposed terms shall be void. Customer authorizes PPLT to ship the Equipment and agrees to pay PPLT the total amount specified. Shipping terms are FOB the place of shipment via common carrier designated by PPLT. Payment terms are Net-30 days from invoice date with approved credit all charges are due and payable in full at P.O. Box 734155, Dallas, TX 75373-4155, unless notified otherwise by PPLT in writing.Customer agrees to pay all additional service charges for pastdue invoices.Customer must provide proper tax exemption certificates to PPLT, shall promptly pay discharge all otherwise applicable taxes, license fees, levies other impositions on the Equipment at its own expense. Equipment quote valid for 15 days, freight/labor prices subject to change. Install/labor quoted is Not at prevailing wages rates unless specifically noted.....

CUSTOMER HEREBY SUBMITS ITS OFFER TO PURCHASE THE EQUIPMENT ACCORDING TO THE TERMS STATED IN THIS QUOTE AND SUBJECT TO FINAL APPROVAL BY PPLT.

Submitted By (Signature) \_\_\_\_\_ Printed Name and Title \_\_\_\_\_ Date \_\_\_\_\_

The foregoing quote and offer are hereby approved and accepted by PPLT.

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

Quote # 2140021242

## ADDITIONAL TERMS AND CONDITIONS OF SALE

1. Use and Maintenance. Customer agrees to regularly inspect and maintain the Equipment, and to provide, inspect and maintain appropriate safety surfacing under and around the Equipment, in accordance with PPLT's product literature and the most current Consumer Product Safety Commission Handbook for Public Playground Safety.

2. Default, Remedies Delinquency Charges. Customer's failure to pay any invoice when due, or its failure to otherwise comply with the terms of this Quote, shall constitute a default under all unsatisfied invoices ("Event of Default"). Upon an Event of Default, PPLT shall have all remedies available to it at law or equity, including, without limitation, all remedies afforded a secured creditor under the Uniform Commercial Code. Customer agrees to assist and cooperate with PPLT to accomplish its filing and enforcement of mechanic's or other liens with respect to the Equipment or its location or its repossession of the Equipment and Customer expressly waives all rights to possess the Equipment after an Event of Default. All remedies are cumulative and not alternative, and no exercise by PPLT of a remedy will prohibit or waive the exercise of any other remedy. Customer shall pay all reasonable attorneys' fees plus any costs of collection incurred by PPLT in enforcing its rights hereunder. Subject to any limitations under law, Customer shall pay to PPLT as liquidated damages, and not as a penalty, an amount equal to 1.5% per month of any payment that is delinquent in such month and is not received by PPLT within ten (10) days after the date on which due...

3. Limitation of Warranty/ Indemnity. PPLT MAKES NO EQUIPMENT WARRANTIES EXCEPT FOR THOSE STANDARD WARRANTIES ISSUED WITH THE EQUIPMENT, WHICH ARE INCORPORATED HEREIN BY THIS REFERENCE. PPLT SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. CUSTOMER AGREES TO DEFEND, INDEMNIFY AND SAVE PPLT HARMLESS FROM ALL CLAIMS OF ANY KIND FOR DAMAGES OF ANY KIND ARISING OUT OF CUSTOMER'S ALTERATION OF THE EQUIPMENT, ITS FAILURE TO MAINTAIN THE EQUIPMENT, ITS FAILURE TO PROPERLY SUPERVISE EQUIPMENT USE, OR ITS FAILURE TO PROVIDE AND MAINTAIN APPROPRIATE TYPES AND DEPTHS OF SAFETY SURFACING BENEATH AND AROUND THE EQUIPMENT IN ACCORDANCE WITH PPLT'S INSTALLATION AND OWNER'S MANUALS AND THE MOST CURRENT CONSUMER PRODUCT SAFETY COMMISSION HANDBOOK FOR PUBLIC PLAYGROUND SAFETY.

4. Restrictions. Until all amounts due hereunder are paid in full, Customer shall not: (i) permit the Equipment to be levied upon or attached under any legal process; (ii) transfer title to the Equipment or any of Customer's rights therein; or (iii) remove or permit the removal of the Equipment to any location not specified in this Quote.

5. Purchase Money Security Interest. Customer hereby grants, pledges and assigns to PPLT, and PPLT hereby reserves a purchase money security interest in, the Equipment in order to secure the payment and performance in full of all of Customer's obligations hereunder. Customer agrees that PPLT may file one or more financing statements, in order to allow it to perfect, acquire and maintain a superior security interest in the Equipment.

6. Choice of Law and Jurisdiction. All agreements between Customer and PPLT shall be interpreted, and the parties' obligations shall be governed, by the laws of the State of Missouri without reference to its choice of law provisions. Customer hereby consents to the personal jurisdiction of the state and federal courts located in the city and county of St. Louis, Missouri.

7. Title; Risk of Loss; Insurance. PPLT Retains full title to all Equipment until full payment is received by PPLT. Customer assumes all risk of loss or destruction of or damage to the Equipment by reason of theft, fire, water, or any other cause, occurrence of any such casualty shall not relieve the Customer from its obligations hereunder and under any invoices. Until all amounts due hereunder are paid in full, Customer shall insure the Equipment against all such losses and casualties.

8. Waiver; Invalidity. PPLT may waive a default hereunder, or under any invoice or other agreement between Customer and PPLT, or cure such a default at Customer's expense, but shall have no obligation to do either. No waiver shall be deemed to have taken place unless it is in writing, signed by PPLT. Any one waiver shall not constitute a waiver of other defaults or the same kind of default at another time, or a forfeiture of any rights provided to PPLT hereunder or under any invoice. The invalidity of any portion of this Quote shall not affect the force and effect of the remaining valid portions hereof.

9. Entire Agreement; Amendment; Binding Nature. This fully-executed Quote, as supplemented by Change Orders and invoices containing exact amounts of estimates provided herein, constitutes the complete and exclusive agreement between the parties. A Change Order is a written instrument signed by the Customer and PPLT stating their agreement as to any amendment in the terms of this Quote. Customer acknowledges that Change Orders may result in delays and additional costs. The parties agree that all Change Orders shall include appropriate adjustments in price and time frames relating to any requested amendments. Upon full execution, this Quote shall be binding upon and inure to the benefit of the parties and their successors and assigns..

10. Counterparts; Electronic Transmission. This Quote, any invoice, and any other agreement between the parties, may be executed in counterparts, each of which shall constitute an original. The facsimile or other electronic transmission of any signed original document, retransmission of any signed facsimile or other electronic transmission, shall be the same as the transmission of an original. At the request of either party, the parties will confirm facsimile or other electronically transmitted signatures by signing an original document..



Make Purchase Order/Check payable to: PlayPower LT Farmington, Inc.  
 c/o Pacific Park and Play 714 846-4885 fax 714 846-3485  
 P.O. Box 734155, Dallas, TX 75373-4155 email: pacificdzn@aol.com

**QUOTATION**

**PlayPower LT Farmington, Inc.**



Contact PlayPower LT Farmington at 800-325-8828

Sales Person: GUY DONAHOE

Pacific Park and Play

SITE LOCATION		BILL TO	
Quote #	2140021242	Date	8/9/2022
Version	3	Customer PO#	
CALABASAS - BRANDON'S VILLAGE		CALABASAS, CITY OF	
CALABASAS, CA 91302		COMMUNITY SERVICES DEPARTMENT	
Site Phone:		100 CIVIC CENTER WAY	
Site Fax:		CALABASAS, CA 91302	
attn:	ERICA L. GREEN	ATTN:	ERICA L. GREEN
RE::	CALABASAS - BRANDON'S VILLAGE	Phone:	(818) 224-1654 Ext.:
		Fax:	

QTY:	ITEM #	Description	Unit Price	Extended Price
1	LTCP5-BRANDON	CUSTOM LITTLE TIKES INCLUSIVE PLAY EQUIPMENT AS SPECIFIED.	\$1,025,000.0000	\$1,025,000.00
1	LTCP5-BRANDON1	INSTALLATION OF ALL EQUIPMENT.	\$288,000.0000	\$288,000.00
1	LTCP5-BRANDON2	SITE WORK FOR 2 - 5 AND 5 - 12 AREAS. SEE BELOW IN SPECIAL INSTRUCTIONS BOX FOR SITE WORK LIST.	\$147,550.0000	\$147,550.00
1	LTCP5-BRANDON3	SITE WORK FOR TOT AREA. SEE BELOW IN SPECIAL INSTRUCTIONS BOX FOR SITE WORK LIST.	\$9,500.0000	\$9,500.00
1	LTCP5-FENCE1	800' SECURITY FENCING.	\$3,200.0000	\$3,200.00
1	LTCP5-OVERNIGHT	OVERNIGHT SECURITY FOR 10 DAYS FOR POUR IN PLACE SURFACING.	\$5,600.0000	\$5,600.00
1	SPECTR-BRANDONPIP	PROVIDE 11,620 SQ/FT OF 3 1/2" POUR IN PLACE SURFACING, ALIPHATIC WITH COMPLEX GRAPHICS. INCLUDES FREIGHT AND INSTALLATION.	\$267,260.0000	\$267,260.00

1	SPECTR-BRANDONTUFPROVIDE 2,000 SQ/FT OF PLAY TURF SURFACING FOR TOT AREA.	\$48,000.0000	\$48,000.00
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ENTER SHIP TO ADDRESS IF DIFFERENT FROM SITE ADDRESS.

Credit Report Required: No

Installer: PSI & SPECTRATURF Installation Quote:

PSI & SPECTRATURF

Special Instructions: Terms: Net 30 days

PURCHASE ORDER INFORMATION IS ABOVE ON THE FIRST PAGE OF THE QUOTATION.

\*\*\*PLAY EQUIPMENT, INSTALLATION OF PLAY EQUIPMENT, SITEWORK AND SURFACING ARE ESTIMATES FOR BUDGET PURPOSES ONLY. \*\*\*

\*\*\*QUOTE DOES NOT INCLUDE ANY PERMITS, IF REQUIRED BY YOUR ORGANIZATION, LANDSCAPE ARCHITECT DRAWINGS OR ANY FEES ASSOCIATED WITH THE PERMITS AND DRAWINGS.\*\*\*

INSTALLATION AND SITE WORK ARE INCLUDED IN TOTAL.  
SITE WORK FOR AREA 2 - 5 AND 5 - 12:  
REMOVE & DISPOSE OF 11,220 SQ/FT OF POUR IN PLACE SURFACING IS \$44,880.00.  
REMOVE & DISPOSE OF EXISTING EQUIPMENT IS \$10,700.00.  
400 SQ/FT OF CONCRETE SUBSTRATE TO EXPAND AREA IS \$4,000.00.  
REMOVE AND DISPOSE OF 3,834 CU/FT OF BASE SUBSTRATE IS \$19,170.00.  
PROVIDE 11,680 SQ/FT OF CONCRETE SUBSTRATE IS \$58,400.00.  
REPAIR / REPLACE (4) SIDEWALK PANELS IS \$8,000.00.  
REMOVE EXISTING CONCRETE FENCING ON WESTSIDE OF 2-5 AREA IS \$2,400.00.

SITE WORK FOR TOT AREA:  
REMOVE AND DISPOSE OF EXISTING ACTIVITY PANELS IS \$1,500.00.  
PROVIDE SITE PREPARATIONS FOR PLAYTURF IS \$8,000.00.

THANK YOU!

This Quote shall not become a binding contract until signed and delivered by both Customer and PlayPower LT Farmington Inc ("PPLT"). Sales Representative is not authorized to sign this Quote on behalf of PPLT or Customer, and signed Quotes cannot be accepted from Sales Rep.To Submit this offer, please sign below forward a complete signed copy of this Quote directly to "PPLT Sales Administrator" via fax (714) 846-3485 or email pacificdzn@aol.com. Upon acceptance, PPLT will return a fully-signed copy of the Quote to Customer with copy to Sales Representative via fax or email. THIS QUOTE IS LIMITED TO AND GOVERNED BY THE TERMS CONTAINED HEREIN. PPLT objects to any other terms proposed by Customer, in writing or otherwise, as material alterations, all such proposed terms shall be void. Customer authorizes PPLT to ship the Equipment and agrees to pay PPLT the total amount specified. Shipping terms are FOB the place of shipment via common carrier designated by PPLT. Payment terms are Net-30 days from invoice date with approved credit all charges are due and payable in full at P.O. Box 734155, Dallas, TX 75373-4155, unless notified otherwise by PPLT in writing.Customer agrees to pay all additional service charges for pastdue invoices.Customer must provide proper tax exemption certificates to PPLT, shall promptly pay discharge all otherwise applicable taxes, license fees, levies other impositions on the Equipment at its own expense. Equipment quote valid for 15 days, freight/labor prices subject to change. Install/labor quoted is Not at prevailing wages rates unless specifically noted.....

CUSTOMER HEREBY SUBMITS ITS OFFER TO PURCHASE THE EQUIPMENT ACCORDING TO THE TERMS STATED IN THIS QUOTE AND SUBJECT TO FINAL APPROVAL BY PPLT.

Submitted By (Signature)

Printed Name and Title

Date

The foregoing quote and offer are hereby approved and accepted by PPLT.

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

Quote #

<b>SubTotal</b>	\$1,794,110.00
<b>Install</b>	\$0.00
<b>PBO Amount</b>	
<b>PBO Freight</b>	
<b>Freight</b>	\$0.00
<b>TAX RATE</b>	9.50%
<b>TAX</b>	\$97,375.00
<b>TOTAL</b>	<b>\$1,891,485.00</b>

## ADDITIONAL TERMS AND CONDITIONS OF SALE

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2. Default, Remedies Delinquency Charges. Customer's failure to pay any invoice when due, or its failure to otherwise comply with the terms of this Quote, shall constitute a default under all unsatisfied invoices ("Event of Default"). Upon an Event of Default, PPLT shall have all remedies available to it at law or equity, including, without limitation, all remedies afforded a secured creditor under the Uniform Commercial Code. Customer agrees to assist and cooperate with PPLT to accomplish its filing and enforcement of mechanic's or other liens with respect to the Equipment or its location or its repossession of the Equipment and Customer expressly waives all rights to possess the Equipment after an Event of Default. All remedies are cumulative and not alternative, and no exercise by PPLT of a remedy will prohibit or waive the exercise of any other remedy. Customer shall pay all reasonable attorneys' fees plus any costs of collection incurred by PPLT in enforcing its rights hereunder. Subject to any limitations under law, Customer shall pay to PPLT as liquidated damages, and not as a penalty, an amount equal to 1.5% per month of any payment that is delinquent in such month and is not received by PPLT within ten (10) days after the date on which due...

3. Limitation of Warranty/ Indemnity. PPLT MAKES NO EQUIPMENT WARRANTIES EXCEPT FOR THOSE STANDARD WARRANTIES ISSUED WITH THE EQUIPMENT, WHICH ARE INCORPORATED HEREIN BY THIS REFERENCE. PPLT SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. CUSTOMER AGREES TO DEFEND, INDEMNIFY AND SAVE PPLT HARMLESS FROM ALL CLAIMS OF ANY KIND FOR DAMAGES OF ANY KIND ARISING OUT OF CUSTOMER'S ALTERATION OF THE EQUIPMENT, ITS FAILURE TO MAINTAIN THE EQUIPMENT, ITS FAILURE TO PROPERLY SUPERVISE EQUIPMENT USE, OR ITS FAILURE TO PROVIDE AND MAINTAIN APPROPRIATE TYPES AND DEPTHS OF SAFETY SURFACING BENEATH AND AROUND THE EQUIPMENT IN ACCORDANCE WITH PPLT'S INSTALLATION AND OWNER'S MANUALS AND THE MOST CURRENT CONSUMER PRODUCT SAFETY COMMISSION HANDBOOK FOR PUBLIC PLAYGROUND SAFETY.

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6. Choice of Law and Jurisdiction. All agreements between Customer and PPLT shall be interpreted, and the parties' obligations shall be governed, by the laws of the State of Missouri without reference to its choice of law provisions. Customer hereby consents to the personal jurisdiction of the state and federal courts located in the city and county of St. Louis, Missouri.

7. Title; Risk of Loss; Insurance. PPLT Retains full title to all Equipment until full payment is received by PPLT. Customer assumes all risk of loss or destruction of or damage to the Equipment by reason of theft, fire, water, or any other cause, occurrence of any such casualty shall not relieve the Customer from its obligations hereunder and under any invoices. Until all amounts due hereunder are paid in full, Customer shall insure the Equipment against all such losses and casualties.

8. Waiver; Invalidity. PPLT may waive a default hereunder, or under any invoice or other agreement between Customer and PPLT, or cure such a default at Customer's expense, but shall have no obligation to do either. No waiver shall be deemed to have taken place unless it is in writing, signed by PPLT. Any one waiver shall not constitute a waiver of other defaults or the same kind of default at another time, or a forfeiture of any rights provided to PPLT hereunder or under any invoice. The invalidity of any portion of this Quote shall not affect the force and effect of the remaining valid portions hereof.

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Make Purchase Order/Check payable to: PlayPower LT Farmington, Inc.  
 c/o Pacific Park and Play 714 846-4885 fax 714 846-3485  
 P.O. Box 734155, Dallas, TX 75373-4155 email: pacificdzn@aol.com

**QUOTATION**

**PlayPower LT Farmington, Inc.**



Contact PlayPower LT Farmington at 800-325-8828

Sales Person: GUY DONAHOE

Pacific Park and Play

SITE LOCATION		BILL TO	
Quote #	2140021242	Date	8/4/2022
Version	1	Customer PO#	
CALABASAS - BRANDON'S VILLAGE		CALABASAS, CITY OF	
CALABASAS, CA 91302		COMMUNITY SERVICES DEPARTMENT	
Site Phone:		100 CIVIC CENTER WAY	
Site Fax:		CALABASAS, CA 91302	
attn:	ERICA L. GREEN	ATTN:	ERICA L. GREEN
RE::	CALABASAS - BRANDON'S VILLAGE	Phone:	(818) 224-1654 Ext.:
		Fax:	

QTY:	ITEM #	Description	Unit Price	Extended Price
1	LTCPS-BRANDON	CUSTOM LITTLE TIKES INCLUSIVE PLAY EQUIPMENT AS SPECIFICED.	\$650,000.0000	\$650,000.00
1	LTCPS-BRANDON1	INSTALLATION OF ALL EQUIPMENT.	\$191,840.0000	\$191,840.00
1	LTCPS-BRANDON2	SITE WORK FOR 2 - 5 AND 5 - 12 AREAS. SEE BELOW IN SPECIAL INSTRUCTIONS BOX FOR SITE WORK LIST.	\$147,550.0000	\$147,550.00
1	LTCPS-BRANDON3	SITE WORK FOR TOT AREA. SEE BELOW IN SPECIAL INSTRUCTIONS BOX FOR SITE WORK LIST.	\$9,500.0000	\$9,500.00
1	LTCPS-FENCE1	800' SECURITY FENCING.	\$3,200.0000	\$3,200.00
1	LTCPS-OVERNIGHT	OVERNIGHT SECURITY FOR 10 DAYS FOR POUR IN PLACE SURFACING.	\$5,600.0000	\$5,600.00
1	SPECTR-BRANDONPIP	PROVIDE 11,620 SQ/FT OF 3 1/2" POUR IN PLACE SURFACING, ALIPHATIC WITH COMPLEX GRAPHICS. INCLUDES FREIGHT AND INSTALLATION.	\$267,260.0000	\$267,260.00

1	SPECTR-BRANDONTUFPROVIDE 2,000 SQ/FT OF PLAY TURF SURFACING FOR TOT AREA.	\$48,000.0000	\$48,000.00
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ENTER SHIP TO ADDRESS IF DIFFERENT FROM SITE ADDRESS.

Credit Report Required: No

Installer: Installation Quote:

PSI & SPECTRATURF

Special Instructions: Terms: Net 30 days

<b>SubTotal</b>	\$1,322,950.00
<b>Install</b>	\$0.00
<b>PBO Amount</b>	
<b>PBO Freight</b>	
<b>Freight</b>	\$0.00
<b>TAX RATE</b>	9.50%
<b>TAX</b>	\$61,750.00
<b>TOTAL</b>	\$1,384,700.00

PURCHASE ORDER INFORMATION IS ABOVE ON THE FIRST PAGE OF THE QUOTATION.

\*\*\*PLAY EQUIPMENT, INSTALLATION OF PLAY EQUIPMENT, SITEWORK AND SURFACING ARE ESTIMATES FOR BUDGET PURPOSES ONLY. \*\*\*

\*\*\*QUOTE DOES NOT INCLUDE ANY PERMITS, IF REQUIRED BY YOUR ORGANIZATION, LANDSCAPE ARCHITECT DRAWINGS OR ANY FEES ASSOCIATED WITH THE PERMITS AND DRAWINGS.\*\*\*

INSTALLATION AND SITE WORK ARE INCLUDED IN TOTAL.  
 SITE WORK FOR AREA 2 - 5 AND 5 - 12:  
 REMOVE & DISPOSE OF 11,220 SQ/FT OF POUR IN PLACE SURFACING IS \$44,880.00.  
 REMOVE & DISPOSE OF EXISTING EQUIPMENT IS \$10,700.00.  
 400 SQ/FT OF CONCRETE SUBSTRATE TO EXPAND AREA IS \$4,000.00.  
 REMOVE AND DISPOSE OF 3,834 CU/FT OF BASE SUBSTRATE IS \$19,170.00.  
 PROVIDE 11,680 SQ/FT OF CONCRETE SUBSTRATE IS \$58,400.00.  
 REPAIR / REPLACE (4) SIDEWALK PANELS IS \$8,000.00.  
 REMOVE EXISTING CONCRETE FENCING ON WESTSIDE OF 2-5 AREA IS \$2,400.00.

SITE WORK FOR TOT AREA:  
 REMOVE AND DISPOSE OF EXISTING ACTIVITY PANELS IS \$1,500.00.  
 PROVIDE SITE PREPARATIONS FOR PLAYTURF IS \$8,000.00.

THANK YOU!

This Quote shall not become a binding contract until signed and delivered by both Customer and PlayPower LT Farmington Inc ("PPLT"). Sales Representative is not authorized to sign this Quote on behalf of PPLT or Customer, and signed Quotes cannot be accepted from Sales Rep.To Submit this offer, please sign below forward a complete signed copy of this Quote directly to "PPLT Sales Administrator" via fax (714) 846-3485 or email pacificdzn@aol.com. Upon acceptance, PPLT will return a fully-signed copy of the Quote to Customer with copy to Sales Representative via fax or email. THIS QUOTE IS LIMITED TO AND GOVERNED BY THE TERMS CONTAINED HEREIN. PPLT objects to any other terms proposed by Customer, in writing or otherwise, as material alterations, all such proposed terms shall be void. Customer authorizes PPLT to ship the Equipment and agrees to pay PPLT the total amount specified. Shipping terms are FOB the place of shipment via common carrier designated by PPLT. Payment terms are Net-30 days from invoice date with approved credit all charges are due and payable in full at P.O. Box 734155, Dallas, TX 75373-4155, unless notified otherwise by PPLT in writing.Customer agrees to pay all additional service charges for pastdue invoices.Customer must provide proper tax exemption certificates to PPLT, shall promptly pay discharge all otherwise applicable taxes, license fees, levies other impositions on the Equipment at its own expense. Equipment quote valid for 30 days, freight/labor prices subject to change. Install/labor quoted is Not at prevailing wages rates unless specifically noted.....

CUSTOMER HEREBY SUBMITS ITS OFFER TO PURCHASE THE EQUIPMENT ACCORDING TO THE TERMS STATED IN THIS QUOTE AND SUBJECT TO FINAL APPROVAL BY PPLT.

Submitted By (Signature) \_\_\_\_\_ Printed Name and Title \_\_\_\_\_ Date \_\_\_\_\_

The foregoing quote and offer are hereby approved and accepted by PPLT.  
 By: \_\_\_\_\_ Date \_\_\_\_\_

Quote # 2140021242

## ADDITIONAL TERMS AND CONDITIONS OF SALE

1. Use and Maintenance. Customer agrees to regularly inspect and maintain the Equipment, and to provide, inspect and maintain appropriate safety surfacing under around the Equipment, in accordance with PPLT's product literature and the most current Consumer Product Safety Commission Handbook for Public Playground Safety.

2. Default, Remedies Delinquency Charges. Customer's failure to pay any invoice when due, or its failure to otherwise comply with the terms of this Quote, shall constitute a default under all unsatisfied invoices ("Event of Default"). Upon an Event of Default, PPLT shall have all remedies available to it at law or equity, including, without limitation, all remedies afforded a secured creditor under the Uniform Commercial Code. Customer agrees to assist and cooperate with PPLT to accomplish its filing and enforcement of mechanic's or other liens with respect to the Equipment or its location or its repossession of the Equipment and Customer expressly waives all rights to possess the Equipment after an Event of Default. All remedies are cumulative and not alternative, and no exercise by PPLT of a remedy will prohibit or waive the exercise of any other remedy. Customer shall pay all reasonable attorneys' fees plus any costs of collection incurred by PPLT in enforcing its rights hereunder. Subject to any limitations under law, Customer shall pay to PPLT as liquidated damages, and not as a penalty, an amount equal to 1.5% per month of any payment that is delinquent in such month and is not received by PPLT within ten (10) days after the date on which due...

3. Limitation of Warranty/ Indemnity. PPLT MAKES NO EQUIPMENT WARRANTIES EXCEPT FOR THOSE STANDARD WARRANTIES ISSUED WITH THE EQUIPMENT, WHICH ARE INCORPORATED HEREIN BY THIS REFERENCE. PPLT SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. CUSTOMER AGREES TO DEFEND, INDEMNIFY AND SAVE PPLT HARMLESS FROM ALL CLAIMS OF ANY KIND FOR DAMAGES OF ANY KIND ARISING OUT OF CUSTOMER'S ALTERATION OF THE EQUIPMENT, ITS FAILURE TO MAINTAIN THE EQUIPMENT, ITS FAILURE TO PROPERLY SUPERVISE EQUIPMENT USE, OR ITS FAILURE TO PROVIDE AND MAINTAIN APPROPRIATE TYPES AND DEPTHS OF SAFETY SURFACING BENEATH AND AROUND THE EQUIPMENT IN ACCORDANCE WITH PPLT'S INSTALLATION AND OWNER'S MANUALS AND THE MOST CURRENT CONSUMER PRODUCT SAFETY COMMISSION HANDBOOK FOR PUBLIC PLAYGROUND SAFETY.

4. Restrictions. Until all amounts due hereunder are paid in full, Customer shall not: (i) permit the Equipment to be levied upon or attached under any legal process; (ii) transfer title to the Equipment or any of Customer's rights therein; or (iii) remove or permit the removal of the Equipment to any location not specified in this Quote.

5. Purchase Money Security Interest. Customer hereby grants, pledges and assigns to PPLT, and PPLT hereby reserves a purchase money security interest in, the Equipment in order to secure the payment and performance in full of all of Customer's obligations hereunder. Customer agrees that PPLT may file one or more financing statements, in order to allow it to perfect, acquire and maintain a superior security interest in the Equipment.

6. Choice of Law and Jurisdiction. All agreements between Customer and PPLT shall be interpreted, and the parties' obligations shall be governed, by the laws of the State of Missouri without reference to its choice of law provisions. Customer hereby consents to the personal jurisdiction of the state and federal courts located in the city and county of St. Louis, Missouri.

7. Title; Risk of Loss; Insurance. PPLT Retains full title to all Equipment until full payment is received by PPLT. Customer assumes all risk of loss or destruction of or damage to the Equipment by reason of theft, fire, water, or any other cause, occurrence of any such casualty shall not relieve the Customer from its obligations hereunder and under any invoices. Until all amounts due hereunder are paid in full, Customer shall insure the Equipment against all such losses and casualties.

8. Waiver; Invalidity. PPLT may waive a default hereunder, or under any invoice or other agreement between Customer PPLT, or cure such a default at Customer's expense, but shall have no obligation to do either. No waiver shall be deemed to have taken place unless it is in writing, signed by PPLT. Any one waiver shall not constitute a waiver of other defaults or the same kind of default at another time, or a forfeiture of any rights provided to PPLT hereunder or under any invoice. The invalidity of any portion of this Quote shall not affect the force and effect of the remaining valid portions hereof.

9. Entire Agreement; Amendment; Binding Nature. This fully-executed Quote, as supplemented by Change Orders invoices containing exact amounts of estimates provided herein, constitutes the complete and exclusive agreement between the parties. A Change Order is a written instrument signed by the Customer and PPLT stating their agreement as to any amendment in the terms of this Quote. Customer acknowledges that Change Orders may result in delays and additional costs. The parties agree that all Change Orders shall include appropriate adjustments in price and time frames relating to any requested amendments Upon full execution, this Quote shall be binding upon and inure to the benefit of the parties and their successors and assigns..

10. Counterparts; Electronic Transmission. This Quote, any invoice, and any other agreement between the parties, may be executed in counterparts, each of which shall constitute an original. The facsimile or other electronic transmission of any signed original document, retransmission of any signed facsimile or other electronic transmission, shall be the same as the transmission of an original. At the request of either party, the parties will confirm facsimile or other electronically transmitted signatures by signing an original document..





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Check No.	Check Date	Vendor Name	Check Description	Amount	Department
<b>Administrative Services</b>					
114158	8/18/2022	GLADWELL GOVERNMENTAL	RECORDS MANAGEMENT CONSULTING	4,500.00	Administrative Services
114221	8/25/2022	CIVICPLUS, LLC	PUBLICATIONS	2,594.40	Administrative Services
114136	8/18/2022	APPLE ONE	TEMPORARY EMPLOYMENT SVCS	1,178.00	Administrative Services
114217	8/25/2022	APPLE ONE	TEMPORARY EMPLOYMENT SVCS	1,178.00	Administrative Services
114203	8/22/2022	US BANK	VISA - PAYPAL/LIVESCAN	745.00	Administrative Services
114203	8/22/2022	US BANK	VISA - PAYPAL/LIVESCAN	380.00	Administrative Services
114216	8/25/2022	AMSTAR EXPRESS, INC.	COURIER SERVICE - ELECTIONS	236.34	Administrative Services
114223	8/25/2022	COURTYARD PHARMACY	MEDICAL TESTING	185.00	Administrative Services
114203	8/22/2022	US BANK	VISA - AMAZON	115.98	Administrative Services
114203	8/22/2022	US BANK	VISA - AMAZON	87.54	Administrative Services
114203	8/22/2022	US BANK	VISA - AMAZON	83.40	Administrative Services
114224	8/25/2022	CRISP IMAGING	COPY/PRINTING SERVICE	68.15	Administrative Services
114190	8/18/2022	STAPLES	OFFICE SUPPLIES	68.02	Administrative Services
114224	8/25/2022	CRISP IMAGING	COPY/PRINTING SERVICE	61.34	Administrative Services
114203	8/22/2022	US BANK	VISA - COGNITO	40.00	Administrative Services
114203	8/22/2022	US BANK	VISA - AMAZON	32.84	Administrative Services
114203	8/22/2022	US BANK	VISA - PAYPAL/LIVESCAN	18.00	Administrative Services
<b>Total Amount for 17 Line Item(s) from Administrative Services</b>				<b>\$11,572.01</b>	
<b>Boards and Commissions</b>					
114203	8/22/2022	US BANK	VISA - AMAZON	213.47	Boards and Commissions
<b>Total Amount for 1 Line Item(s) from Boards and Commissions</b>				<b>\$213.47</b>	
<b>City Council</b>					
114203	8/22/2022	US BANK	VISA - STORAGE/MISC/TICKETS	224.00	City Council
114140	8/18/2022	BOZAJIAN/JAMES R.//	REIMB OFFICE SUPPLIES/TRAVEL	93.29	City Council
114166	8/18/2022	KRAUT/PETER//	REIMB TRAVEL- 2022 LCC	80.38	City Council
114140	8/18/2022	BOZAJIAN/JAMES R.//	REIMB OFFICE SUPPLIES/TRAVEL	80.13	City Council
114198	8/18/2022	WEINTRAUB/ALICIA//	REIMBURSEMENT- PHONE SERVICE	60.00	City Council
114203	8/22/2022	US BANK	VISA - STORAGE/MISC/TICKETS	50.00	City Council
114203	8/22/2022	US BANK	VISA - STORAGE/MISC/TICKETS	40.80	City Council
114203	8/22/2022	US BANK	VISA - STORAGE/MISC/TICKETS	25.00	City Council
114203	8/22/2022	US BANK	VISA - STORAGE/MISC/TICKETS	23.37	City Council
114203	8/22/2022	US BANK	VISA - STORAGE/MISC/TICKETS	22.75	City Council
114203	8/22/2022	US BANK	VISA - STORAGE/MISC/TICKETS	22.73	City Council



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114203	8/22/2022	US BANK	VISA - STORAGE/MISC/TICKETS	-30.00	City Council
<b>Total Amount for 12 Line Item(s) from City Council</b>				<b>\$692.45</b>	
<b>City Management</b>					
114207	8/23/2022	KUBANI/DEAN A//	CONSULTING SERVICES	9,200.00	City Management
114203	8/22/2022	US BANK	VISA - BUSINESS LUNCH	110.00	City Management
<b>Total Amount for 2 Line Item(s) from City Management</b>				<b>\$9,310.00</b>	
<b>Civic Center O&amp;M</b>					
114153	8/18/2022	ENCORE ONE, LLC	JANITORIAL SERVICES	4,387.07	Civic Center O&M
114153	8/18/2022	ENCORE ONE, LLC	JANITORIAL SERVICES	2,559.16	Civic Center O&M
114135	8/16/2022	SECURAL SECURITY CORP	STANDING OFFICER JUL 2022	1,946.06	Civic Center O&M
114135	8/16/2022	SECURAL SECURITY CORP	STANDING OFFICER JUL 2022	1,946.06	Civic Center O&M
114203	8/22/2022	US BANK	VISA - AMAZON/HOME DEPOT/MISC	974.97	Civic Center O&M
114203	8/22/2022	US BANK	VISA - AMAZON/HOME DEPOT/MISC	773.49	Civic Center O&M
114148	8/18/2022	CIRCULATING AIR, INC.	HVAC MAINTENANCE	740.00	Civic Center O&M
114148	8/18/2022	CIRCULATING AIR, INC.	HVAC MAINTENANCE	740.00	Civic Center O&M
114165	8/18/2022	JOHNSON CONTROLS FIRE	SECURITY MONITORING	650.00	Civic Center O&M
114231	8/25/2022	GROWING ROOTS	PLANT MAINTENANCE	500.00	Civic Center O&M
114231	8/25/2022	GROWING ROOTS	PLANT MAINTENANCE	500.00	Civic Center O&M
114252	8/25/2022	SOUTH COAST A.Q.M.D	OPERATING FEE FOR FY 22/23	468.76	Civic Center O&M
114203	8/22/2022	US BANK	VISA - AMAZON/HOME DEPOT/MISC	444.08	Civic Center O&M
114161	8/18/2022	GROWING ROOTS	PLANT MAINTENANCE	250.00	Civic Center O&M
114161	8/18/2022	GROWING ROOTS	PLANT MAINTENANCE	250.00	Civic Center O&M
114135	8/16/2022	SECURAL SECURITY CORP	PATROL CAR SERVICES- JULY 2022	196.38	Civic Center O&M
114135	8/16/2022	SECURAL SECURITY CORP	PATROL CAR SERVICES- JULY 2022	196.36	Civic Center O&M
114170	8/18/2022	LIFTECH ELEVATOR SERVICES INC	ELEVATOR SERVICES	195.00	Civic Center O&M
114170	8/18/2022	LIFTECH ELEVATOR SERVICES INC	ELEVATOR SERVICES	195.00	Civic Center O&M
114252	8/25/2022	SOUTH COAST A.Q.M.D	EMISSION FEE	151.85	Civic Center O&M
114148	8/18/2022	CIRCULATING AIR, INC.	HVAC MAINTENANCE	93.00	Civic Center O&M
114148	8/18/2022	CIRCULATING AIR, INC.	HVAC MAINTENANCE	93.00	Civic Center O&M
114203	8/22/2022	US BANK	VISA - AMAZON/HOME DEPOT/MISC	89.44	Civic Center O&M
114209	8/23/2022	WAXIE SANITARY SUPPLY	JANITORIAL SERVICES	89.14	Civic Center O&M
114203	8/22/2022	US BANK	VISA - FUEL/AMAZON/HOME DEPOT	83.76	Civic Center O&M
114203	8/22/2022	US BANK	VISA - FUEL/AMAZON/HOME DEPOT	83.20	Civic Center O&M
114160	8/18/2022	GRAINGER	FACILITY MAINTENANCE SUPPLIES	69.56	Civic Center O&M



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114160	8/18/2022	GRAINGER	FACILITY MAINTENANCE SUPPLIES	69.56	Civic Center O&M
114203	8/22/2022	US BANK	VISA - AMAZON/HOME DEPOT/MISC	69.22	Civic Center O&M
114160	8/18/2022	GRAINGER	FACILITY MAINTENANCE SUPPLIES	52.76	Civic Center O&M
114203	8/22/2022	US BANK	VISA - AMAZON/HOME DEPOT/MISC	32.84	Civic Center O&M
114203	8/22/2022	US BANK	VISA - FUEL/AMAZON/HOME DEPOT	31.09	Civic Center O&M
114203	8/22/2022	US BANK	VISA - FUEL/AMAZON/HOME DEPOT	31.09	Civic Center O&M
114160	8/18/2022	GRAINGER	FACILITY MAINTENANCE SUPPLIES	28.26	Civic Center O&M
114160	8/18/2022	GRAINGER	FACILITY MAINTENANCE SUPPLIES	28.25	Civic Center O&M
114203	8/22/2022	US BANK	VISA - AMAZON/HOME DEPOT/MISC	24.08	Civic Center O&M
114203	8/22/2022	US BANK	VISA - AMAZON/HOME DEPOT/MISC	24.00	Civic Center O&M
114203	8/22/2022	US BANK	VISA - AMAZON/HOME DEPOT/MISC	22.78	Civic Center O&M
114203	8/22/2022	US BANK	VISA - FUEL/AMAZON/HOME DEPOT	18.15	Civic Center O&M
114203	8/22/2022	US BANK	VISA - AMAZON/HOME DEPOT/MISC	16.49	Civic Center O&M
114203	8/22/2022	US BANK	VISA - AMAZON/HOME DEPOT/MISC	16.41	Civic Center O&M
114203	8/22/2022	US BANK	VISA - AMAZON/HOME DEPOT/MISC	12.50	Civic Center O&M
<b>Total Amount for 42 Line Item(s) from Civic Center O&amp;M</b>				<b>\$19,142.82</b>	

## Community Development

114144	8/18/2022	CALABASAS CREST LTD	R.A.P.- SEP 2022	7,686.00	Community Development
114203	8/22/2022	US BANK	VISA - FUEL/INT'L CODE	3,844.38	Community Development
114203	8/22/2022	US BANK	VISA - FUEL/INT'L CODE	3,196.31	Community Development
114203	8/22/2022	US BANK	VISA - AMAZON/NETWORK SOLUTION	2,082.64	Community Development
114248	8/25/2022	RINCON CONSULTANTS INC	PLANNING SERVICES	1,356.00	Community Development
114217	8/25/2022	APPLE ONE	TEMPORARY EMPLOYMENT SVCS	1,280.00	Community Development
114203	8/22/2022	US BANK	VISA - AMAZON/ZOOM/MISC	752.00	Community Development
114154	8/18/2022	ERWIN/JOE DARE//	BLDG & SAFETY BOOTS	750.00	Community Development
114258	8/25/2022	VALLEY NEWS GROUP	LEGAL ADVERTISING	390.00	Community Development
114156	8/18/2022	FLEYSHMAN/ALBERT//	R.A.P.- SEP 2022	262.00	Community Development
114175	8/18/2022	MEDVETSKY/LINA//	R.A.P.- SEP 2022	262.00	Community Development
114151	8/18/2022	CUSATO/JUDITH//	R.A.P.- SEP 2022	262.00	Community Development
114183	8/18/2022	PLACENCIO/JOLENE//	R.A.P.- SEP 2022	262.00	Community Development
114200	8/18/2022	YAZDINIAN/SUSAN//	R.A.P.- SEP 2022	262.00	Community Development
114173	8/18/2022	MCCUNE/SHANNON//	R.A.P.- SEP 2022	262.00	Community Development
114162	8/18/2022	HARWOOD/KIM//	R.A.P.- SEP 2022	262.00	Community Development
114203	8/22/2022	US BANK	VISA - AMAZON/NETWORK SOLUTION	231.96	Community Development
114169	8/18/2022	LASERZONE INC	COPIER/PRINTER SUPPLIES	216.17	Community Development
114203	8/22/2022	US BANK	VISA - AMAZON/ZOOM/MISC	24.95	Community Development



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114203	8/22/2022	US BANK	VISA - AMAZON/ZOOM/MISC	15.74	Community Development
114203	8/22/2022	US BANK	VISA - FUEL/INT'L CODE	-469.10	Community Development
<b>Total Amount for 21 Line Item(s) from Community Development</b>				<b>\$23,191.05</b>	
<b>Community Services</b>					
114192	8/18/2022	THORNTON/JOHN PAUL//	RECREATION INSTRUCTOR - ART	7,686.70	Community Services
114155	8/18/2022	FACILITRON, INC.	FACILITY RENTAL	5,999.52	Community Services
114211	8/25/2022	A RENTAL CONNECTION	EQUIPMENT RENTAL - CONCERT	4,032.98	Community Services
114189	8/18/2022	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	3,406.66	Community Services
114244	8/25/2022	NEWBURY PARK TREE SERVICE INC	LANDSCAPE MAINTENANCE	3,404.60	Community Services
114217	8/25/2022	APPLE ONE	TEMPORARY EMPLOYMENT SVCS	2,944.00	Community Services
114203	8/22/2022	US BANK	VISA - AMAZON/PROJECTOR/POS	2,675.00	Community Services
114188	8/18/2022	SO CA MUNI ATHLETIC FEDERATION	CLASS INSURANCE	2,589.15	Community Services
114203	8/22/2022	US BANK	VISA - HOME DEPOT/SUPPLIES	2,102.60	Community Services
114135	8/16/2022	SECURAL SECURITY CORP	STANDING OFFICER JUL 2022	1,946.06	Community Services
114240	8/25/2022	KOBLICK/WENDY SUE WEISS//	RECREATION INSTRUCTOR - PAINT	1,801.80	Community Services
114203	8/22/2022	US BANK	VISA - AMAZON/PROJECTOR/POS	1,750.90	Community Services
114215	8/25/2022	AMERICAN TROPHIES AND AWARDS	B-BALL TROPHIES	1,269.89	Community Services
114240	8/25/2022	KOBLICK/WENDY SUE WEISS//	RECREATION INSTRUCTOR -CANASTA	1,197.00	Community Services
114153	8/18/2022	ENCORE ONE, LLC	JANITORIAL SERVICES	1,168.82	Community Services
114203	8/22/2022	US BANK	VISA - PRINTING/AMAZON/POS	996.46	Community Services
114203	8/22/2022	US BANK	VISA - HOME DEPOT/SUPPLIES	996.46	Community Services
114203	8/22/2022	US BANK	VISA - HOME DEPOT/SUPPLIES	983.27	Community Services
114203	8/22/2022	US BANK	VISA - PRINTING/AMAZON/POS	982.65	Community Services
114203	8/22/2022	US BANK	VISA - FUEL/AMAZON/HOME DEPOT	889.06	Community Services
114237	8/25/2022	JACKMAN/ANITA//	RECREATION INSTRUCTOR - ACTING	882.00	Community Services
114203	8/22/2022	US BANK	VISA - PRINTING/AMAZON/POS	855.04	Community Services
114203	8/22/2022	US BANK	VISA - AMAZON/PROJECTOR/POS	854.10	Community Services
114203	8/22/2022	US BANK	VISA - AMAZON/TARGET/STORAGE	836.60	Community Services
114135	8/16/2022	SECURAL SECURITY CORP	PATROL CAR SERVICES- TSC	804.68	Community Services
114239	8/25/2022	KATZ/TRACY E.//	RECREATION INSTRUCTOR - WRITIN	798.00	Community Services
114260	8/25/2022	WAXIE SANITARY SUPPLY	JANITORIAL SERVICES	684.24	Community Services
114261	8/25/2022	WEINSTOCK/ARLENE//	RECREATION INSTRUCTOR - COLOR	664.30	Community Services
114244	8/25/2022	NEWBURY PARK TREE SERVICE INC	IRRIGATION REPAIR	621.01	Community Services
114249	8/25/2022	SCHRADER KOJELIS/ELEANOR//	RECREATION INSTRUCTOR - ART	588.00	Community Services
114251	8/25/2022	SKIESAWAY LLC	RECREATION INSTRUCTOR - POP UP	550.00	Community Services
114246	8/25/2022	OSLER BISHOP & ASSOCIATES	RECREATION INSTRUCTOR - SPORTS	514.50	Community Services



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114203	8/22/2022	US BANK	VISA - AMAZON/TARGET/STORAGE	503.70	Community Services
114203	8/22/2022	US BANK	VISA - FUEL/AMAZON/HOME DEPOT	500.00	Community Services
114203	8/22/2022	US BANK	VISA - AMAZON/TARGET/STORAGE	492.25	Community Services
114233	8/25/2022	IMBER/LINDSAY//	BASKETBALL OFFICIAL	480.00	Community Services
114244	8/25/2022	NEWBURY PARK TREE SERVICE INC	IRRIGATION REPAIR	472.43	Community Services
114203	8/22/2022	US BANK	VISA - GROCERY STORE	444.76	Community Services
114203	8/22/2022	US BANK	VISA - AMAZON/TARGET/STORAGE	444.00	Community Services
114203	8/22/2022	US BANK	VISA - HOME DEPOT/SUPPLIES	427.42	Community Services
114259	8/25/2022	VENTURA TRANSIT SYSTEM, INC.	SHUTTLE SERVICES	388.00	Community Services
114203	8/22/2022	US BANK	VISA - AMAZON/TARGET/STORAGE	379.00	Community Services
114191	8/18/2022	TELLER/BARBARA//	RECREATION INSTRUCTOR - YOGA	378.00	Community Services
114244	8/25/2022	NEWBURY PARK TREE SERVICE INC	IRRIGATION REPAIR	368.16	Community Services
114187	8/18/2022	SALKIN/TOBY JACOBSON//	RECREATION INSTRUCTOR - ART	332.50	Community Services
114218	8/25/2022	AT&T	TELEPHONE SERVICE	321.82	Community Services
114135	8/16/2022	SECURAL SECURITY CORP	PATROL CAR SERVICES- JULY 2022	293.66	Community Services
114135	8/16/2022	SECURAL SECURITY CORP	PATROL CAR SERVICES- JULY 2022	293.66	Community Services
114135	8/16/2022	SECURAL SECURITY CORP	PATROL CAR SERVICES- JULY 2022	293.66	Community Services
114203	8/22/2022	US BANK	VISA - PRINTING/AMAZON/POS	291.68	Community Services
114203	8/22/2022	US BANK	VISA - AMAZON/PROJECTOR/POS	278.60	Community Services
114208	8/23/2022	NEWBURY PARK TREE SERVICE INC	IRRIGATION REPAIR	278.44	Community Services
114203	8/22/2022	US BANK	VISA - FUEL/AMAZON/HOME DEPOT	275.63	Community Services
114203	8/22/2022	US BANK	VISA - PRINTING/AMAZON/POS	269.52	Community Services
114203	8/22/2022	US BANK	VISA - AMAZON/PROJECTOR/POS	268.60	Community Services
114232	8/25/2022	HINES/LEONARDO//	BASKETBALL OFFICIAL	240.00	Community Services
114238	8/25/2022	JENKINS/BRIDGET//	BASKETBALL OFFICIAL	240.00	Community Services
114203	8/22/2022	US BANK	VISA - AMAZON/TARGET/STORAGE	220.57	Community Services
114245	8/25/2022	OSBORNE/NANCY JO//	RECREATION INSTRUCTOR - DANCE	220.50	Community Services
114203	8/22/2022	US BANK	VISA - HOME DEPOT/SUPPLIES	218.76	Community Services
114203	8/22/2022	US BANK	VISA - FUEL/AMAZON/HOME DEPOT	212.36	Community Services
114220	8/25/2022	BENNETT/OMEGA//	BASKETBALL OFFICIAL	210.00	Community Services
114250	8/25/2022	SHAIFER/KEVIN//	BASKETBALL OFFICIAL	210.00	Community Services
114135	8/16/2022	SECURAL SECURITY CORP	PATROL CAR SERVICES- TSC	205.73	Community Services
114203	8/22/2022	US BANK	VISA - AMAZON/PROJECTOR/POS	197.09	Community Services
114135	8/16/2022	SECURAL SECURITY CORP	PATROL CAR SERVICES- JULY 2022	196.36	Community Services
114170	8/18/2022	LIFTECH ELEVATOR SERVICES INC	ELEVATOR SERVICES	195.00	Community Services
114203	8/22/2022	US BANK	VISA - AMAZON/TARGET/STORAGE	190.27	Community Services
114236	8/25/2022	ISRAEL/BOB//	BASKETBALL OFFICIAL	180.00	Community Services
114213	8/25/2022	ALLEN/HARVEY//	BASKETBALL OFFICIAL	180.00	Community Services



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114135	8/16/2022	SECURAL SECURITY CORP	PATROL CAR SERVICES- JULY 2022	172.28	Community Services
114203	8/22/2022	US BANK	VISA - AMAZON/TARGET/STORAGE	167.94	Community Services
114203	8/22/2022	US BANK	VISA - GROCERY STORE	164.33	Community Services
114263	8/25/2022	WOLFE/DALE//	BASKETBALL OFFICIAL	150.00	Community Services
114247	8/25/2022	RANDALL/CODY JAMES//	BASKETBALL OFFICIAL	135.00	Community Services
114203	8/22/2022	US BANK	VISA - AMAZON/TARGET/STORAGE	128.66	Community Services
114203	8/22/2022	US BANK	VISA - PRINTING/AMAZON/POS	119.99	Community Services
114203	8/22/2022	US BANK	VISA - DIY/FUEL/HARDWARE	119.03	Community Services
114130	8/16/2022	LASERZONE INC	COPIER/PRINTER SUPPLIES	118.79	Community Services
114203	8/22/2022	US BANK	VISA - GROCERY STORE	100.00	Community Services
114203	8/22/2022	US BANK	VISA - DIY/FUEL/HARDWARE	98.51	Community Services
114203	8/22/2022	US BANK	VISA - PRINTING/AMAZON/POS	94.40	Community Services
114203	8/22/2022	US BANK	VISA - HOME DEPOT/SUPPLIES	91.75	Community Services
114164	8/18/2022	INNER-I ...SECURITY IN FOCUS	JUL-SEP 2022 MONITORING- CITY	90.00	Community Services
114256	8/25/2022	TEMPLE/BRET//	BASKETBALL OFFICIAL	90.00	Community Services
114135	8/16/2022	SECURAL SECURITY CORP	PATROL CAR SERVICES- JULY 2022	88.64	Community Services
114135	8/16/2022	SECURAL SECURITY CORP	PATROL CAR SERVICES	88.64	Community Services
114203	8/22/2022	US BANK	VISA - DIY/FUEL/HARDWARE	87.01	Community Services
114164	8/18/2022	INNER-I ...SECURITY IN FOCUS	JUL-SEP 2022 MONITORING- CITY	75.00	Community Services
114203	8/22/2022	US BANK	VISA - AMAZON/TARGET/STORAGE	72.39	Community Services
114203	8/22/2022	US BANK	VISA - HOME DEPOT/SUPPLIES	71.14	Community Services
114203	8/22/2022	US BANK	VISA - DIY/FUEL/HARDWARE	65.54	Community Services
114203	8/22/2022	US BANK	VISA - PRINTING/AMAZON/POS	64.65	Community Services
114203	8/22/2022	US BANK	VISA - DIY/FUEL/HARDWARE	62.24	Community Services
114203	8/22/2022	US BANK	VISA - GROCERY STORE	54.18	Community Services
114203	8/22/2022	US BANK	VISA - PRINTING/AMAZON/POS	45.00	Community Services
114203	8/22/2022	US BANK	VISA - DIY/FUEL/HARDWARE	43.71	Community Services
114203	8/22/2022	US BANK	VISA - HOME DEPOT/SUPPLIES	43.33	Community Services
114203	8/22/2022	US BANK	VISA - DIY/FUEL/HARDWARE	41.60	Community Services
114203	8/22/2022	US BANK	VISA - GROCERY STORE	39.20	Community Services
114203	8/22/2022	US BANK	VISA - GROCERY STORE	37.43	Community Services
114203	8/22/2022	US BANK	VISA - DIY/FUEL/HARDWARE	31.80	Community Services
114203	8/22/2022	US BANK	VISA - AMAZON/TARGET/STORAGE	26.81	Community Services
114203	8/22/2022	US BANK	VISA - DIY/FUEL/HARDWARE	24.68	Community Services
114203	8/22/2022	US BANK	VISA - GROCERY STORE	23.36	Community Services
114203	8/22/2022	US BANK	VISA - FUEL/AMAZON/HOME DEPOT	20.44	Community Services
114203	8/22/2022	US BANK	VISA - GROCERY STORE	17.48	Community Services
114203	8/22/2022	US BANK	VISA - AMAZON/TARGET/STORAGE	17.14	Community Services



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114228	8/25/2022	FERRARA/MALEA//	MILEAGE REIMB	16.69	Community Services
114203	8/22/2022	US BANK	VISA - FUEL/AMAZON/HOME DEPOT	16.33	Community Services
114203	8/22/2022	US BANK	VISA - AMAZON/TARGET/STORAGE	14.99	Community Services
114203	8/22/2022	US BANK	VISA - AMAZON/TARGET/STORAGE	8.60	Community Services
114203	8/22/2022	US BANK	VISA - DIY/FUEL/HARDWARE	8.31	Community Services
114203	8/22/2022	US BANK	VISA - PRINTING/AMAZON/POS	7.98	Community Services
114203	8/22/2022	US BANK	VISA - AMAZON/TARGET/STORAGE	6.42	Community Services
114203	8/22/2022	US BANK	VISA - AMAZON/PROJECTOR/POS	4.82	Community Services
114203	8/22/2022	US BANK	VISA - GROCERY STORE	4.70	Community Services
114203	8/22/2022	US BANK	VISA - HOME DEPOT/SUPPLIES	3.58	Community Services
114203	8/22/2022	US BANK	VISA - AMAZON/TARGET/STORAGE	3.49	Community Services
114203	8/22/2022	US BANK	VISA - DIY/FUEL/HARDWARE	-19.71	Community Services
114203	8/22/2022	US BANK	VISA - PRINTING/AMAZON/POS	-98.42	Community Services
114203	8/22/2022	US BANK	VISA - PRINTING/AMAZON/POS	-98.42	Community Services
<b>Total Amount for 122 Line Item(s) from Community Services</b>				<b>\$71,929.63</b>	

## Finance

114203	8/22/2022	US BANK	VISA - GOVT FINANCE/RALPHS	249.00	Finance
114255	8/25/2022	STATE CONTROLLER	CONFIRMATION FEE	150.00	Finance
114169	8/18/2022	LASERZONE INC	COPIER/PRINTER SUPPLIES	134.17	Finance
114203	8/22/2022	US BANK	VISA - GOVT FINANCE/RALPHS	44.24	Finance
114141	8/18/2022	BRINK'S INCORPORATED	BANK SERVICE	22.77	Finance
<b>Total Amount for 5 Line Item(s) from Finance</b>				<b>\$600.18</b>	

## Library

114139	8/18/2022	BIBLIOTHECA, LLC	E-BOOKS	999.38	Library
114139	8/18/2022	BIBLIOTHECA, LLC	E-BOOKS	999.22	Library
114139	8/18/2022	BIBLIOTHECA, LLC	E-BOOKS	998.88	Library
114139	8/18/2022	BIBLIOTHECA, LLC	E-BOOKS	989.01	Library
114139	8/18/2022	BIBLIOTHECA, LLC	E-BOOKS	973.44	Library
114139	8/18/2022	BIBLIOTHECA, LLC	E-BOOKS	951.59	Library
114139	8/18/2022	BIBLIOTHECA, LLC	E-BOOKS	945.61	Library
114139	8/18/2022	BIBLIOTHECA, LLC	E-BOOKS	927.23	Library
114139	8/18/2022	BIBLIOTHECA, LLC	E-BOOKS	901.22	Library
114139	8/18/2022	BIBLIOTHECA, LLC	E-BOOKS	872.86	Library
114163	8/18/2022	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	822.87	Library



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114139	8/18/2022	BIBLIOTHECA, LLC	E-BOOKS	810.24	Library
114219	8/25/2022	BCC	VISION/DENTAL PREMIUM- JUL 22	659.30	Library
114219	8/25/2022	BCC	LIFE & DISABILITY INS- AUG 22	506.41	Library
114163	8/18/2022	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	141.25	Library
114219	8/25/2022	BCC	VISION/DENTAL PREMIUM- JUL 22	129.46	Library
114203	8/22/2022	US BANK	VISA - KITCHEN SUPPLIES	118.25	Library
114219	8/25/2022	BCC	LIFE & DISABILITY INS- AUG 22	102.11	Library
114164	8/18/2022	INNER-I ...SECURITY IN FOCUS	JUL-SEP 2022 MONITORING- LIB	90.00	Library
114203	8/22/2022	US BANK	VISA - KITCHEN SUPPLIES	87.97	Library
114203	8/22/2022	US BANK	VISA - AMAZON	78.98	Library
114203	8/22/2022	US BANK	VISA - KITCHEN SUPPLIES	38.98	Library
114177	8/18/2022	MIDWEST TAPE, LLC	DVD'S-LIBRARY	29.12	Library
114177	8/18/2022	MIDWEST TAPE, LLC	DVD'S-LIBRARY	28.29	Library
114163	8/18/2022	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	13.45	Library
114203	8/22/2022	US BANK	VISA - KITCHEN SUPPLIES	3.49	Library
<b>Total Amount for 26 Line Item(s) from Library</b>				<b>\$13,218.61</b>	

**LMD #22**

114214	8/25/2022	AMERICAN HERITAGE LANDSCAPE LP	LANDSCAPE MAINTENANCE	22,967.20	LMD #22
114214	8/25/2022	AMERICAN HERITAGE LANDSCAPE LP	LANDSCAPE MAINTENANCE	19,367.11	LMD #22
114214	8/25/2022	AMERICAN HERITAGE LANDSCAPE LP	LANDSCAPE MAINTENANCE	7,549.52	LMD #22
114214	8/25/2022	AMERICAN HERITAGE LANDSCAPE LP	LANDSCAPE MAINTENANCE	7,236.95	LMD #22
114182	8/18/2022	PACIFIC COAST FALCONRY INC.	BIRD CONTROL SERVICES	6,750.00	LMD #22
114199	8/18/2022	WESTRIDGE CALABASAS HOA	LANDSCAPE SERVICES	6,675.00	LMD #22
114214	8/25/2022	AMERICAN HERITAGE LANDSCAPE LP	LANDSCAPE MAINTENANCE	4,994.22	LMD #22
114214	8/25/2022	AMERICAN HERITAGE LANDSCAPE LP	LANDSCAPE MAINTENANCE	4,311.49	LMD #22
114214	8/25/2022	AMERICAN HERITAGE LANDSCAPE LP	LANDSCAPE MAINTENANCE	4,217.27	LMD #22
114205	8/23/2022	GAZAN/ROBERT SHANE//	BRUSH CLEARANCE SERVICES	3,600.00	LMD #22
114214	8/25/2022	AMERICAN HERITAGE LANDSCAPE LP	LANDSCAPE MAINTENANCE	2,455.68	LMD #22
114214	8/25/2022	AMERICAN HERITAGE LANDSCAPE LP	LANDSCAPE MAINTENANCE	2,287.37	LMD #22
114199	8/18/2022	WESTRIDGE CALABASAS HOA	LANDSCAPE SERVICES	2,000.00	LMD #22
114128	8/16/2022	GAZAN/ROBERT SHANE//	BRUSH CLEARANCE SERVICES	950.00	LMD #22
114244	8/25/2022	NEWBURY PARK TREE SERVICE INC	TREE TRIMMING/REMOVAL SVCS	840.00	LMD #22
114204	8/23/2022	AMERICAN HERITAGE LANDSCAPE LP	IRRIGATION REPAIR	800.00	LMD #22
114214	8/25/2022	AMERICAN HERITAGE LANDSCAPE LP	IRRIGATION REPAIR	772.00	LMD #22
114214	8/25/2022	AMERICAN HERITAGE LANDSCAPE LP	IRRIGATION REPAIR	770.00	LMD #22
114214	8/25/2022	AMERICAN HERITAGE LANDSCAPE LP	IRRIGATION REPAIR	755.00	LMD #22





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114204	8/23/2022	AMERICAN HERITAGE LANDSCAPE LP	IRRIGATION REPAIR	719.00	LMD #22
114204	8/23/2022	AMERICAN HERITAGE LANDSCAPE LP	IRRIGATION REPAIR	706.00	LMD #22
114204	8/23/2022	AMERICAN HERITAGE LANDSCAPE LP	IRRIGATION REPAIR	674.00	LMD #22
114214	8/25/2022	AMERICAN HERITAGE LANDSCAPE LP	IRRIGATION REPAIR	653.00	LMD #22
114204	8/23/2022	AMERICAN HERITAGE LANDSCAPE LP	IRRIGATION REPAIR	650.00	LMD #22
114204	8/23/2022	AMERICAN HERITAGE LANDSCAPE LP	IRRIGATION REPAIR	642.00	LMD #22
114214	8/25/2022	AMERICAN HERITAGE LANDSCAPE LP	LANDSCAPE MAINTENANCE	640.00	LMD #22
114204	8/23/2022	AMERICAN HERITAGE LANDSCAPE LP	IRRIGATION REPAIR	632.00	LMD #22
114204	8/23/2022	AMERICAN HERITAGE LANDSCAPE LP	IRRIGATION REPAIR	631.00	LMD #22
114204	8/23/2022	AMERICAN HERITAGE LANDSCAPE LP	IRRIGATION REPAIR	630.00	LMD #22
114204	8/23/2022	AMERICAN HERITAGE LANDSCAPE LP	IRRIGATION REPAIR	625.50	LMD #22
114189	8/18/2022	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	614.86	LMD #22
114195	8/18/2022	VENCO WESTERN, INC.	PEST SERVICES	589.00	LMD #22
114204	8/23/2022	AMERICAN HERITAGE LANDSCAPE LP	IRRIGATION REPAIR	587.00	LMD #22
114204	8/23/2022	AMERICAN HERITAGE LANDSCAPE LP	IRRIGATION REPAIR	583.00	LMD #22
114244	8/25/2022	NEWBURY PARK TREE SERVICE INC	TREE TRIMMING/REMOVAL SVCS	435.00	LMD #22
114179	8/18/2022	NEWBURY PARK TREE SERVICE INC	TREE TRIMMING/REMOVAL SVCS	395.00	LMD #22
114189	8/18/2022	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	392.52	LMD #22
114204	8/23/2022	AMERICAN HERITAGE LANDSCAPE LP	IRRIGATION REPAIR	348.00	LMD #22
114204	8/23/2022	AMERICAN HERITAGE LANDSCAPE LP	IRRIGATION REPAIR	344.00	LMD #22
114204	8/23/2022	AMERICAN HERITAGE LANDSCAPE LP	IRRIGATION REPAIR	328.00	LMD #22
114204	8/23/2022	AMERICAN HERITAGE LANDSCAPE LP	IRRIGATION REPAIR	323.00	LMD #22
114204	8/23/2022	AMERICAN HERITAGE LANDSCAPE LP	IRRIGATION REPAIR	310.00	LMD #22
114204	8/23/2022	AMERICAN HERITAGE LANDSCAPE LP	IRRIGATION REPAIR	292.00	LMD #22
114204	8/23/2022	AMERICAN HERITAGE LANDSCAPE LP	IRRIGATION REPAIR	280.00	LMD #22
114205	8/23/2022	GAZAN/ROBERT SHANE//	BRUSH CLEARANCE SERVICES	250.00	LMD #22
114204	8/23/2022	AMERICAN HERITAGE LANDSCAPE LP	LANDSCAPE MAINTENANCE	210.00	LMD #22
114195	8/18/2022	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	185.15	LMD #22
114244	8/25/2022	NEWBURY PARK TREE SERVICE INC	TREE TRIMMING/REMOVAL SVCS	185.00	LMD #22
114219	8/25/2022	BCC	LIFE & DISABILITY INS- AUG 22	67.38	LMD #22
114219	8/25/2022	BCC	VISION/DENTAL PREMIUM- JUL 22	67.38	LMD #22
114219	8/25/2022	BCC	LIFE & DISABILITY INS- AUG 22	12.55	LMD #22
114219	8/25/2022	BCC	VISION/DENTAL PREMIUM- JUL 22	12.55	LMD #22
<b>Total Amount for 52 Line Item(s) from LMD #22</b>				<b>\$113,312.70</b>	

**LMD #24**

114138	8/18/2022	AZTECA LANDSCAPE	LANDSCAPE MAINTENANCE	2,563.91	LMD #24
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114205	8/23/2022	GAZAN/ROBERT SHANE//	BRUSH CLEARANCE SERVICES	2,000.00	LMD #24
114138	8/18/2022	AZTECA LANDSCAPE	LANDSCAPE MAINTENANCE	1,145.38	LMD #24
114138	8/18/2022	AZTECA LANDSCAPE	LANDSCAPE MAINTENANCE	1,022.64	LMD #24
114138	8/18/2022	AZTECA LANDSCAPE	LANDSCAPE MAINTENANCE	1,018.25	LMD #24
114138	8/18/2022	AZTECA LANDSCAPE	LANDSCAPE MAINTENANCE	970.05	LMD #24
114132	8/16/2022	NEWBURY PARK TREE SERVICE INC	TREE TRIMMING/REMOVAL SERVICE	935.00	LMD #24
114132	8/16/2022	NEWBURY PARK TREE SERVICE INC	TREE TRIMMING/REMOVAL SVCS	384.00	LMD #24
114138	8/18/2022	AZTECA LANDSCAPE	LANDSCAPE MAINTENANCE	219.14	LMD #24
114138	8/18/2022	AZTECA LANDSCAPE	LANDSCAPE MAINTENANCE	219.14	LMD #24
114138	8/18/2022	AZTECA LANDSCAPE	LANDSCAPE MAINTENANCE	200.00	LMD #24
114132	8/16/2022	NEWBURY PARK TREE SERVICE INC	TREE TRIMMING/REMOVAL SERVICE	187.00	LMD #24
114138	8/18/2022	AZTECA LANDSCAPE	LANDSCAPE MAINTENANCE	146.09	LMD #24
114138	8/18/2022	AZTECA LANDSCAPE	LANDSCAPE MAINTENANCE	133.00	LMD #24
114138	8/18/2022	AZTECA LANDSCAPE	LANDSCAPE MAINTENANCE	125.00	LMD #24
114138	8/18/2022	AZTECA LANDSCAPE	LANDSCAPE MAINTENANCE- LMD 24	125.00	LMD #24
114138	8/18/2022	AZTECA LANDSCAPE	LANDSCAPE MAINTENANCE	117.00	LMD #24
114203	8/22/2022	US BANK	VISA - RAINMASTER/HOME DEPOT	44.85	LMD #24
114203	8/22/2022	US BANK	VISA - RAINMASTER/HOME DEPOT	29.90	LMD #24
114203	8/22/2022	US BANK	VISA - RAINMASTER/HOME DEPOT	29.90	LMD #24
114219	8/25/2022	BCC	LIFE & DISABILITY INS- AUG 22	21.09	LMD #24
114219	8/25/2022	BCC	VISION/DENTAL PREMIUM- JUL 22	21.09	LMD #24
114203	8/22/2022	US BANK	VISA - RAINMASTER/HOME DEPOT	14.95	LMD #24
114203	8/22/2022	US BANK	VISA - RAINMASTER/HOME DEPOT	14.95	LMD #24
114219	8/25/2022	BCC	LIFE & DISABILITY INS- AUG 22	3.96	LMD #24
114219	8/25/2022	BCC	VISION/DENTAL PREMIUM- JUL 22	3.96	LMD #24
<b>Total Amount for 26 Line Item(s) from LMD #24</b>				<b>\$11,695.25</b>	
<b><u>LMD #27</u></b>					
114128	8/16/2022	GAZAN/ROBERT SHANE//	BRUSH CLEARANCE SERVICES	22,500.00	LMD #27
114203	8/22/2022	US BANK	VISA - RAINMASTER/HOME DEPOT	14.95	LMD #27
114219	8/25/2022	BCC	LIFE & DISABILITY INS- AUG 22	6.62	LMD #27
114219	8/25/2022	BCC	VISION/DENTAL PREMIUM- JUL 22	6.62	LMD #27
114219	8/25/2022	BCC	LIFE & DISABILITY INS- AUG 22	1.24	LMD #27
114219	8/25/2022	BCC	VISION/DENTAL PREMIUM- JUL 22	1.24	LMD #27
<b>Total Amount for 6 Line Item(s) from LMD #27</b>				<b>\$22,530.67</b>	



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<b>LMD #32</b>					
114229	8/25/2022	GAZAN/ROBERT SHANE//	BRUSH CLEARANCE SERVICES	800.00	LMD #32
114138	8/18/2022	AZTECA LANDSCAPE	LANDSCAPE MAINTENANCE- LMD 32	200.00	LMD #32
114203	8/22/2022	US BANK	VISA - RAINMASTER/HOME DEPOT	14.95	LMD #32
114219	8/25/2022	BCC	LIFE & DISABILITY INS- AUG 22	1.24	LMD #32
114219	8/25/2022	BCC	VISION/DENTAL PREMIUM- JUL 22	1.24	LMD #32
114219	8/25/2022	BCC	LIFE & DISABILITY INS- AUG 22	0.26	LMD #32
114219	8/25/2022	BCC	VISION/DENTAL PREMIUM- JUL 22	0.26	LMD #32
<b>Total Amount for 7 Line Item(s) from LMD #32</b>				<b>\$1,017.95</b>	

**LMD 22 - Common Benefit Area**

114172	8/18/2022	MARINE BIOCHEMIST	LAKE MAINTENANCE	11,730.00	LMD 22 - Common Benefit Area
114214	8/25/2022	AMERICAN HERITAGE LANDSCAPE LP	LANDSCAPE MAINTENANCE	9,682.15	LMD 22 - Common Benefit Area
114214	8/25/2022	AMERICAN HERITAGE LANDSCAPE LP	LANDSCAPE MAINTENANCE	9,369.54	LMD 22 - Common Benefit Area
114214	8/25/2022	AMERICAN HERITAGE LANDSCAPE LP	LANDSCAPE MAINTENANCE	8,566.15	LMD 22 - Common Benefit Area
114214	8/25/2022	AMERICAN HERITAGE LANDSCAPE LP	LANDSCAPE MAINTENANCE	5,106.36	LMD 22 - Common Benefit Area
114244	8/25/2022	NEWBURY PARK TREE SERVICE INC	LANDSCAPE MAINTENANCE	4,142.35	LMD 22 - Common Benefit Area
114244	8/25/2022	NEWBURY PARK TREE SERVICE INC	LANDSCAPE MAINTENANCE	3,980.00	LMD 22 - Common Benefit Area
114179	8/18/2022	NEWBURY PARK TREE SERVICE INC	TREE TRIMMING/REMOVAL SVCS	3,455.00	LMD 22 - Common Benefit Area
114179	8/18/2022	NEWBURY PARK TREE SERVICE INC	LANDSCAPE MAINTENANCE	3,033.79	LMD 22 - Common Benefit Area
114244	8/25/2022	NEWBURY PARK TREE SERVICE INC	LANDSCAPE MAINTENANCE	2,949.57	LMD 22 - Common Benefit Area
114179	8/18/2022	NEWBURY PARK TREE SERVICE INC	LANDSCAPE MAINTENANCE	2,719.60	LMD 22 - Common Benefit Area
114179	8/18/2022	NEWBURY PARK TREE SERVICE INC	LANDSCAPE MAINTENANCE	2,600.00	LMD 22 - Common Benefit Area
114179	8/18/2022	NEWBURY PARK TREE SERVICE INC	LANDSCAPE MAINTENANCE	1,720.00	LMD 22 - Common Benefit Area
114179	8/18/2022	NEWBURY PARK TREE SERVICE INC	LANDSCAPE MAINTENANCE	1,351.91	LMD 22 - Common Benefit Area
114179	8/18/2022	NEWBURY PARK TREE SERVICE INC	LANDSCAPE MAINTENANCE	1,040.00	LMD 22 - Common Benefit Area
114132	8/16/2022	NEWBURY PARK TREE SERVICE INC	IRRIGATION REPAIR	890.57	LMD 22 - Common Benefit Area
114132	8/16/2022	NEWBURY PARK TREE SERVICE INC	IRRIGATION REPAIR	791.43	LMD 22 - Common Benefit Area
114214	8/25/2022	AMERICAN HERITAGE LANDSCAPE LP	LANDSCAPE MAINTENANCE	781.00	LMD 22 - Common Benefit Area
114179	8/18/2022	NEWBURY PARK TREE SERVICE INC	TREE TRIMMING/REMOVAL SVCS	750.00	LMD 22 - Common Benefit Area
114244	8/25/2022	NEWBURY PARK TREE SERVICE INC	TREE WORK	740.00	LMD 22 - Common Benefit Area
114132	8/16/2022	NEWBURY PARK TREE SERVICE INC	IRRIGATION REPAIR	667.50	LMD 22 - Common Benefit Area
114214	8/25/2022	AMERICAN HERITAGE LANDSCAPE LP	IRRIGATION REPAIR	659.00	LMD 22 - Common Benefit Area
114179	8/18/2022	NEWBURY PARK TREE SERVICE INC	TREE TRIMMING/REMOVAL SVCS	640.00	LMD 22 - Common Benefit Area
114214	8/25/2022	AMERICAN HERITAGE LANDSCAPE LP	IRRIGATION REPAIR	612.00	LMD 22 - Common Benefit Area
114214	8/25/2022	AMERICAN HERITAGE LANDSCAPE LP	IRRIGATION REPAIR	557.00	LMD 22 - Common Benefit Area
114189	8/18/2022	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	525.23	LMD 22 - Common Benefit Area



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114132	8/16/2022	NEWBURY PARK TREE SERVICE INC	IRRIGATION REPAIR	439.65	LMD 22 - Common Benefit Area
114244	8/25/2022	NEWBURY PARK TREE SERVICE INC	LANDSCAPE MAINTENANCE	385.00	LMD 22 - Common Benefit Area
114204	8/23/2022	AMERICAN HERITAGE LANDSCAPE LP	IRRIGATION REPAIR	348.00	LMD 22 - Common Benefit Area
114204	8/23/2022	AMERICAN HERITAGE LANDSCAPE LP	IRRIGATION REPAIR	332.00	LMD 22 - Common Benefit Area
114204	8/23/2022	AMERICAN HERITAGE LANDSCAPE LP	IRRIGATION REPAIR	288.00	LMD 22 - Common Benefit Area
114204	8/23/2022	AMERICAN HERITAGE LANDSCAPE LP	IRRIGATION REPAIR	268.00	LMD 22 - Common Benefit Area
114129	8/16/2022	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	231.85	LMD 22 - Common Benefit Area
114132	8/16/2022	NEWBURY PARK TREE SERVICE INC	IRRIGATION REPAIR	216.76	LMD 22 - Common Benefit Area
114203	8/22/2022	US BANK	VISA - RAINMASTER/HOME DEPOT	179.40	LMD 22 - Common Benefit Area
114132	8/16/2022	NEWBURY PARK TREE SERVICE INC	IRRIGATION REPAIR	144.18	LMD 22 - Common Benefit Area
114203	8/22/2022	US BANK	VISA - RAINMASTER/HOME DEPOT	79.10	LMD 22 - Common Benefit Area
114203	8/22/2022	US BANK	VISA - RAINMASTER/HOME DEPOT	76.76	LMD 22 - Common Benefit Area
114203	8/22/2022	US BANK	VISA - RAINMASTER/HOME DEPOT	59.80	LMD 22 - Common Benefit Area
114203	8/22/2022	US BANK	VISA - RAINMASTER/HOME DEPOT	59.80	LMD 22 - Common Benefit Area
114219	8/25/2022	BCC	LIFE & DISABILITY INS- AUG 22	57.74	LMD 22 - Common Benefit Area
114219	8/25/2022	BCC	VISION/DENTAL PREMIUM- JUL 22	57.74	LMD 22 - Common Benefit Area
114219	8/25/2022	BCC	LIFE & DISABILITY INS- AUG 22	12.13	LMD 22 - Common Benefit Area
114219	8/25/2022	BCC	VISION/DENTAL PREMIUM- JUL 22	12.13	LMD 22 - Common Benefit Area
<b>Total Amount for 44 Line Item(s) from LMD 22 - Common Benefit Area</b>				<b>\$82,308.19</b>	

## Media Operations

114174	8/18/2022	MEDIA CONTROL SYSTEMS LLC	MEDIA EQUIPMENT	36,511.28	Media Operations
114225	8/25/2022	DELL MARKETING L.P.	HARDWARE/SOFTWARE	19,876.67	Media Operations
114230	8/25/2022	GRANICUS INC.	WEB ARCHIVING SERVICE	16,830.63	Media Operations
114235	8/25/2022	INSIGHT PUBLIC SECTOR, INC.	COMPUTER HARDWARE	8,877.65	Media Operations
114152	8/18/2022	DELL MARKETING L.P.	HARDWARE	5,002.91	Media Operations
114196	8/18/2022	VERIZON WIRELESS	TELEPHONE SERVICE	3,519.49	Media Operations
114147	8/18/2022	CHARTER COMMUNICATIONS	CABLE MODEM- CITY HALL	1,615.00	Media Operations
114257	8/25/2022	TRENT DATA SYSTEMS, INC.	ANNUAL MAINTENANCE	1,335.00	Media Operations
114203	8/22/2022	US BANK	VISA - AMAZON/NETWORK SOLUTION	1,246.11	Media Operations
114137	8/18/2022	AT&T	TELEPHONE SERVICE	1,213.89	Media Operations
114203	8/22/2022	US BANK	VISA - AMAZON/NETWORK SOLUTION	1,158.00	Media Operations
114147	8/18/2022	CHARTER COMMUNICATIONS	CABLE MODEM- CITY HALL	736.33	Media Operations
114134	8/16/2022	YIN/TONG//	REIMBURSE- MONITORS	656.96	Media Operations
114203	8/22/2022	US BANK	VISA - AMAZON/NETWORK SOLUTION	627.78	Media Operations
114218	8/25/2022	AT&T	TELEPHONE SERVICE	616.42	Media Operations
114124	8/16/2022	AT&T	DATA / BROADBAND	594.52	Media Operations



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114131	8/16/2022	NATIONAL CAPTIONING INSTITUTE	CLOSED CAPTIONING SVCS	546.00	Media Operations
114203	8/22/2022	US BANK	VISA - AMAZON/NETWORK SOLUTION	203.40	Media Operations
114203	8/22/2022	US BANK	VISA - AMAZON/NETWORK SOLUTION	189.88	Media Operations
114137	8/18/2022	AT&T	TELEPHONE SERVICE	167.08	Media Operations
114159	8/18/2022	GRACENOTE MEDIA SERVICES	CTV GUIDE LISTING	112.31	Media Operations
114203	8/22/2022	US BANK	VISA - AMAZON/NETWORK SOLUTION	103.48	Media Operations
114203	8/22/2022	US BANK	VISA - AMAZON/CONSTANT CONTACT	95.00	Media Operations
114254	8/25/2022	STAPLES	OFFICE SUPPLIES	91.25	Media Operations
114203	8/22/2022	US BANK	VISA - AMAZON/NETWORK SOLUTION	43.10	Media Operations
114203	8/22/2022	US BANK	VISA - AMAZON/NETWORK SOLUTION	35.00	Media Operations
114203	8/22/2022	US BANK	VISA - AMAZON/NETWORK SOLUTION	25.00	Media Operations
114134	8/16/2022	YIN/TONG//	REIMBURSE- MONITORS	19.68	Media Operations
114254	8/25/2022	STAPLES	OFFICE SUPPLIES	18.93	Media Operations
114254	8/25/2022	STAPLES	OFFICE SUPPLIES	14.22	Media Operations
114203	8/22/2022	US BANK	VISA - AMAZON/NETWORK SOLUTION	10.98	Media Operations
114254	8/25/2022	STAPLES	OFFICE SUPPLIES	8.56	Media Operations
114203	8/22/2022	US BANK	VISA - AMAZON/NETWORK SOLUTION	7.22	Media Operations
114203	8/22/2022	US BANK	VISA - AMAZON/NETWORK SOLUTION	6.89	Media Operations
114203	8/22/2022	US BANK	VISA - AMAZON/CONSTANT CONTACT	5.35	Media Operations
114203	8/22/2022	US BANK	VISA - AMAZON/NETWORK SOLUTION	3.98	Media Operations
114203	8/22/2022	US BANK	VISA - AMAZON/NETWORK SOLUTION	3.98	Media Operations
114203	8/22/2022	US BANK	VISA - AMAZON/NETWORK SOLUTION	1.99	Media Operations
<b>Total Amount for 38 Line Item(s) from Media Operations</b>				<b>\$102,131.92</b>	

**Non-Departmental - Finance**

114126	8/16/2022	EMPLOYMENT DEVELOPMENT	UNEMPLOYMENT INSURANCE	8,334.00	Non-Departmental - Finance
114135	8/16/2022	SECURAL SECURITY CORP	PARKING ENFORCEMENT	6,102.68	Non-Departmental - Finance
114145	8/18/2022	CALIFORNIA JPIA	POLLUTION INSURANCE FY 22/23	5,134.00	Non-Departmental - Finance
114184	8/18/2022	QUADIENT FINANCE USA, INC.	POSTAGE	2,043.69	Non-Departmental - Finance
114176	8/18/2022	MICHAEL BAKER INTERNATIONAL	PROFESSIONAL SERVICES	1,380.00	Non-Departmental - Finance
114254	8/25/2022	STAPLES	SPECIAL DEPT. SUPPLIES	766.49	Non-Departmental - Finance
114150	8/18/2022	CORODATA RECORDS MANAGEMENT,	STORAGE SERVICES	599.31	Non-Departmental - Finance
114167	8/18/2022	L.A. CO. FIRE DEPARTMENT	HAZMAT PROGRAM CUPA# AR0050416	559.00	Non-Departmental - Finance
114190	8/18/2022	STAPLES	OFFICE SUPPLIES	505.22	Non-Departmental - Finance
114203	8/22/2022	US BANK	VISA - AMAZON	447.87	Non-Departmental - Finance
114254	8/25/2022	STAPLES	SPECIAL DEPT. SUPPLIES	211.62	Non-Departmental - Finance
114190	8/18/2022	STAPLES	OFFICE/KITCHEN SUPPLIES	202.71	Non-Departmental - Finance



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114190	8/18/2022	STAPLES	KITCHEN SUPPLIES	195.15	Non-Departmental - Finance
114254	8/25/2022	STAPLES	SPECIAL DEPT. SUPPLIES	164.14	Non-Departmental - Finance
114254	8/25/2022	STAPLES	SPECIAL DEPT. SUPPLIES	164.14	Non-Departmental - Finance
114190	8/18/2022	STAPLES	OFFICE/KITCHEN SUPPLIES	108.60	Non-Departmental - Finance
114219	8/25/2022	BCC	LIFE & DISABILITY INS- AUG 22	100.00	Non-Departmental - Finance
114219	8/25/2022	BCC	VISION/DENTAL PREMIUM- JUL 22	100.00	Non-Departmental - Finance
114190	8/18/2022	STAPLES	OFFICE/KITCHEN SUPPLIES	78.97	Non-Departmental - Finance
114190	8/18/2022	STAPLES	OFFICE/KITCHEN SUPPLIES	60.86	Non-Departmental - Finance
114190	8/18/2022	STAPLES	OFFICE/KITCHEN SUPPLIES	33.29	Non-Departmental - Finance
114190	8/18/2022	STAPLES	OFFICE/KITCHEN SUPPLIES	27.96	Non-Departmental - Finance
114190	8/18/2022	STAPLES	OFFICE/KITCHEN SUPPLIES	20.97	Non-Departmental - Finance
114203	8/22/2022	US BANK	VISA - AMAZON/ZOOM/MISC	20.25	Non-Departmental - Finance
114203	8/22/2022	US BANK	VISA - AMAZON/ZOOM/MISC	19.58	Non-Departmental - Finance
<b>Total Amount for 25 Line Item(s) from Non-Departmental - Finance</b>				<b>\$27,380.50</b>	

## Payroll

114219	8/25/2022	BCC	VISION/DENTAL PREMIUM- JUL 22	5,095.15	Payroll
114219	8/25/2022	BCC	LIFE & DISABILITY INS- AUG 22	5,074.84	Payroll
114219	8/25/2022	BCC	VISION/DENTAL PREMIUM- JUL 22	1,055.55	Payroll
114219	8/25/2022	BCC	LIFE & DISABILITY INS- AUG 22	1,033.70	Payroll
114266	8/25/2022	GAINES/FRED//	HEALTH INS REIMB (RETIREE)	763.88	Payroll
114270	8/25/2022	LYSIK/GARY J//	HEALTH INS REIMB (RETIREE)	763.88	Payroll
114272	8/25/2022	RUBIN/JEFF//	HEALTH INS REIMB (RETIREE)	763.88	Payroll
114268	8/25/2022	HILL/BOB//	HEALTH INS REIMB (RETIREE)	614.88	Payroll
114265	8/25/2022	CATE/CHARLES R.//	HEALTH INS REIMB (RETIREE)	456.06	Payroll
114269	8/25/2022	LOPATA/MARVIN//	HEALTH INS REIMB (RETIREE)	456.06	Payroll
114273	8/25/2022	WASHBURN/DENNIS//	HEALTH INS REIMB (RETIREE)	456.06	Payroll
114267	8/25/2022	GROVEMAN/BARRY//	HEALTH INS REIMB (RETIREE)	232.94	Payroll
114271	8/25/2022	PARKER/ROBIN//	HEALTH INS REIMB (RETIREE)	145.65	Payroll
<b>Total Amount for 13 Line Item(s) from Payroll</b>				<b>\$16,912.53</b>	

## Public Safety & Emergency Preparedness

114227	8/25/2022	DYER/MICHAEL//	CONSULTING SERVICES	4,300.00	Public Safety & Emergency Preparedness
114203	8/22/2022	US BANK	VISA - STORAGE/MISC/TICKETS	330.94	Public Safety & Emergency Preparedness
114169	8/18/2022	LASERZONE INC	COPIER/PRINTER SUPPLIES	209.17	Public Safety & Emergency Preparedness
114203	8/22/2022	US BANK	VISA - COSTCO/GROCERY/MACKAY	203.68	Public Safety & Emergency Preparedness



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114203	8/22/2022	US BANK	VISA - COSTCO/GROCERY/MACKAY	137.60	Public Safety & Emergency Preparedness
114203	8/22/2022	US BANK	VISA - COSTCO/GROCERY/MACKAY	114.08	Public Safety & Emergency Preparedness
114203	8/22/2022	US BANK	VISA - COSTCO/GROCERY/MACKAY	77.53	Public Safety & Emergency Preparedness
114203	8/22/2022	US BANK	VISA - COSTCO/GROCERY/MACKAY	59.58	Public Safety & Emergency Preparedness
114254	8/25/2022	STAPLES	OFFICE SUPPLIES	48.22	Public Safety & Emergency Preparedness
114203	8/22/2022	US BANK	VISA - COSTCO/GROCERY/MACKAY	40.97	Public Safety & Emergency Preparedness
114254	8/25/2022	STAPLES	OFFICE SUPPLIES	34.59	Public Safety & Emergency Preparedness
114203	8/22/2022	US BANK	VISA - COSTCO/GROCERY/MACKAY	33.06	Public Safety & Emergency Preparedness
114254	8/25/2022	STAPLES	OFFICE SUPPLIES	30.08	Public Safety & Emergency Preparedness
<b>Total Amount for 13 Line Item(s) from Public Safety &amp; Emergency Preparedness</b>				<b>\$5,619.50</b>	

## Public Works

114179	8/18/2022	NEWBURY PARK TREE SERVICE INC	TREE TRIMMING/REMOVAL SVCS	22,414.00	Public Works
114244	8/25/2022	NEWBURY PARK TREE SERVICE INC	LANDSCAPE MAINTENANCE	18,430.71	Public Works
114244	8/25/2022	NEWBURY PARK TREE SERVICE INC	LANDSCAPE MAINTENANCE	16,820.98	Public Works
114229	8/25/2022	GAZAN/ROBERT SHANE//	BRUSH CLEARANCE SERVICES	9,000.00	Public Works
114127	8/16/2022	G.I. INDUSTRIES	OIL RECYCLING PRG FY 21/22	8,741.88	Public Works
114128	8/16/2022	GAZAN/ROBERT SHANE//	BRUSH CLEARANCE SERVICES	7,200.00	Public Works
114186	8/18/2022	SAFEWAY SIGN COMPANY	TRAFFIC SIGNS	5,201.25	Public Works
114157	8/18/2022	GAZAN/ROBERT SHANE//	BRUSH CLEARANCE SERVICES	4,724.00	Public Works
114179	8/18/2022	NEWBURY PARK TREE SERVICE INC	IRRIGATION REPAIR	4,435.48	Public Works
114157	8/18/2022	GAZAN/ROBERT SHANE//	BRUSH CLEARANCE SERVICES	4,200.00	Public Works
114205	8/23/2022	GAZAN/ROBERT SHANE//	BRUSH CLEARANCE SERVICES	4,200.00	Public Works
114157	8/18/2022	GAZAN/ROBERT SHANE//	BRUSH CLEARANCE SERVICES	3,169.00	Public Works
114138	8/18/2022	AZTECA LANDSCAPE	LANDSCAPE MAINTENANCE- LOST	2,270.00	Public Works
114244	8/25/2022	NEWBURY PARK TREE SERVICE INC	LANDSCAPE MAINTENANCE	2,160.95	Public Works
114229	8/25/2022	GAZAN/ROBERT SHANE//	BRUSH CLEARANCE SERVICES	2,100.00	Public Works
114179	8/18/2022	NEWBURY PARK TREE SERVICE INC	TREE TRIMMING/REMOVAL SVCS	1,880.00	Public Works
114142	8/18/2022	BURNS PACIFIC CONSTRUCTION	STREET REPAIR / OLD TOWN	1,675.32	Public Works
114179	8/18/2022	NEWBURY PARK TREE SERVICE INC	TREE TRIMMING/REMOVAL SVCS	1,181.25	Public Works
114179	8/18/2022	NEWBURY PARK TREE SERVICE INC	TREE TRIMMING/REMOVAL SVCS	974.00	Public Works
114193	8/18/2022	TKM ENGINEERING	ENGINEERING SERVICES	925.00	Public Works
114179	8/18/2022	NEWBURY PARK TREE SERVICE INC	IRRIGATION REPAIR	800.73	Public Works
114138	8/18/2022	AZTECA LANDSCAPE	LANDSCAPE MAINTENANCE	780.00	Public Works
114128	8/16/2022	GAZAN/ROBERT SHANE//	BRUSH CLEARANCE SERVICES	775.00	Public Works
114244	8/25/2022	NEWBURY PARK TREE SERVICE INC	LANDSCAPE MAINTENANCE	730.00	Public Works
114179	8/18/2022	NEWBURY PARK TREE SERVICE INC	TREE TRIMMING/REMOVAL SVCS	637.50	Public Works



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114244	8/25/2022	NEWBURY PARK TREE SERVICE INC	IRRIGATION REPAIR	607.41	Public Works
114244	8/25/2022	NEWBURY PARK TREE SERVICE INC	IRRIGATION REPAIR	607.40	Public Works
114179	8/18/2022	NEWBURY PARK TREE SERVICE INC	IRRIGATION REPAIR	585.00	Public Works
114179	8/18/2022	NEWBURY PARK TREE SERVICE INC	IRRIGATION REPAIR	585.00	Public Works
114179	8/18/2022	NEWBURY PARK TREE SERVICE INC	IRRIGATION REPAIR	585.00	Public Works
114179	8/18/2022	NEWBURY PARK TREE SERVICE INC	IRRIGATION REPAIR	585.00	Public Works
114244	8/25/2022	NEWBURY PARK TREE SERVICE INC	IRRIGATION REPAIR	472.43	Public Works
114244	8/25/2022	NEWBURY PARK TREE SERVICE INC	IRRIGATION REPAIR	472.43	Public Works
114132	8/16/2022	NEWBURY PARK TREE SERVICE INC	IRRIGATION REPAIR	453.73	Public Works
114244	8/25/2022	NEWBURY PARK TREE SERVICE INC	PEST ABATEMENT	440.00	Public Works
114244	8/25/2022	NEWBURY PARK TREE SERVICE INC	IRRIGATION REPAIR	404.94	Public Works
114264	8/25/2022	YALDA/ROBERT//	REIMB TRAVEL EXP- ITE	380.25	Public Works
114244	8/25/2022	NEWBURY PARK TREE SERVICE INC	IRRIGATION REPAIR	337.45	Public Works
114244	8/25/2022	NEWBURY PARK TREE SERVICE INC	PEST ABATEMENT	330.00	Public Works
114244	8/25/2022	NEWBURY PARK TREE SERVICE INC	LANDSCAPE MAINTENANCE	295.00	Public Works
114179	8/18/2022	NEWBURY PARK TREE SERVICE INC	IRRIGATION REPAIR	270.16	Public Works
114179	8/18/2022	NEWBURY PARK TREE SERVICE INC	TREE TRIMMING/REMOVAL SVCS	255.00	Public Works
114244	8/25/2022	NEWBURY PARK TREE SERVICE INC	IRRIGATION REPAIR	233.00	Public Works
114179	8/18/2022	NEWBURY PARK TREE SERVICE INC	LANDSCAPE MAINTENANCE	227.12	Public Works
114208	8/23/2022	NEWBURY PARK TREE SERVICE INC	IRRIGATION SERVICE	225.34	Public Works
114244	8/25/2022	NEWBURY PARK TREE SERVICE INC	LANDSCAPE MAINTENANCE	220.00	Public Works
114244	8/25/2022	NEWBURY PARK TREE SERVICE INC	IRRIGATION REPAIR	218.09	Public Works
114189	8/18/2022	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	207.52	Public Works
114244	8/25/2022	NEWBURY PARK TREE SERVICE INC	IRRIGATION REPAIR	207.13	Public Works
114203	8/22/2022	US BANK	VISA - FUEL/AMAZON/HOME DEPOT	201.02	Public Works
114244	8/25/2022	NEWBURY PARK TREE SERVICE INC	LANDSCAPE MAINTENANCE	195.00	Public Works
114203	8/22/2022	US BANK	VISA - RAINMASTER/HOME DEPOT	194.35	Public Works
114203	8/22/2022	US BANK	VISA - CONEJO AWARDS/AMAZON	187.69	Public Works
114203	8/22/2022	US BANK	VISA - FUEL/AMAZON/HOME DEPOT	186.21	Public Works
114203	8/22/2022	US BANK	VISA - RAINMASTER/HOME DEPOT	185.00	Public Works
114203	8/22/2022	US BANK	VISA - RAINMASTER/HOME DEPOT	175.00	Public Works
114203	8/22/2022	US BANK	VISA - RAINMASTER/HOME DEPOT	175.00	Public Works
114244	8/25/2022	NEWBURY PARK TREE SERVICE INC	IRRIGATION REPAIR	165.69	Public Works
114203	8/22/2022	US BANK	VISA - BANDCAMP/FUEL/SUPPLIES	158.78	Public Works
114194	8/18/2022	VALLEY NEWS GROUP	DISPLAY AD - CAR WASH	150.00	Public Works
114203	8/22/2022	US BANK	VISA - FUEL/AMAZON/HOME DEPOT	142.58	Public Works
114132	8/16/2022	NEWBURY PARK TREE SERVICE INC	IRRIGATION REPAIR	141.22	Public Works
114203	8/22/2022	US BANK	VISA - RAINMASTER/HOME DEPOT	104.65	Public Works





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114203	8/22/2022	US BANK	VISA - FUEL/AMAZON/HOME DEPOT	101.97	Public Works
114244	8/25/2022	NEWBURY PARK TREE SERVICE INC	LANDSCAPE MAINTENANCE	100.00	Public Works
114244	8/25/2022	NEWBURY PARK TREE SERVICE INC	LANDSCAPE MAINTENANCE	100.00	Public Works
114219	8/25/2022	BCC	LIFE & DISABILITY INS- AUG 22	64.38	Public Works
114219	8/25/2022	BCC	VISION/DENTAL PREMIUM- JUL 22	64.38	Public Works
114203	8/22/2022	US BANK	VISA - RAINMASTER/HOME DEPOT	42.33	Public Works
114203	8/22/2022	US BANK	VISA - FUEL/AMAZON/HOME DEPOT	42.19	Public Works
114203	8/22/2022	US BANK	VISA - BANDCAMP/FUEL/SUPPLIES	39.06	Public Works
114203	8/22/2022	US BANK	VISA - FUEL/AMAZON/HOME DEPOT	34.03	Public Works
114203	8/22/2022	US BANK	VISA - FUEL/AMAZON/HOME DEPOT	27.87	Public Works
114219	8/25/2022	BCC	LIFE & DISABILITY INS- AUG 22	24.28	Public Works
114219	8/25/2022	BCC	VISION/DENTAL PREMIUM- JUL 22	24.28	Public Works
114219	8/25/2022	BCC	LIFE & DISABILITY INS- AUG 22	23.31	Public Works
114219	8/25/2022	BCC	VISION/DENTAL PREMIUM- JUL 22	23.31	Public Works
114203	8/22/2022	US BANK	VISA - BANDCAMP/FUEL/SUPPLIES	21.35	Public Works
114203	8/22/2022	US BANK	VISA - FUEL/AMAZON/HOME DEPOT	19.41	Public Works
114203	8/22/2022	US BANK	VISA - BANDCAMP/FUEL/SUPPLIES	18.50	Public Works
114203	8/22/2022	US BANK	VISA - CONEJO AWARDS/AMAZON	16.41	Public Works
114219	8/25/2022	BCC	LIFE & DISABILITY INS- AUG 22	13.54	Public Works
114219	8/25/2022	BCC	VISION/DENTAL PREMIUM- JUL 22	13.54	Public Works
114219	8/25/2022	BCC	LIFE & DISABILITY INS- AUG 22	13.26	Public Works
114219	8/25/2022	BCC	VISION/DENTAL PREMIUM- JUL 22	13.26	Public Works
114219	8/25/2022	BCC	LIFE & DISABILITY INS- AUG 22	10.59	Public Works
114219	8/25/2022	BCC	VISION/DENTAL PREMIUM- JUL 22	10.59	Public Works
114203	8/22/2022	US BANK	VISA - BANDCAMP/FUEL/SUPPLIES	10.27	Public Works
114219	8/25/2022	BCC	LIFE & DISABILITY INS- AUG 22	5.37	Public Works
114219	8/25/2022	BCC	VISION/DENTAL PREMIUM- JUL 22	5.37	Public Works
114219	8/25/2022	BCC	LIFE & DISABILITY INS- AUG 22	4.95	Public Works
114219	8/25/2022	BCC	VISION/DENTAL PREMIUM- JUL 22	4.95	Public Works
114203	8/22/2022	US BANK	VISA - FUEL/AMAZON/HOME DEPOT	4.80	Public Works
114219	8/25/2022	BCC	LIFE & DISABILITY INS- AUG 22	3.32	Public Works
114219	8/25/2022	BCC	VISION/DENTAL PREMIUM- JUL 22	3.32	Public Works
114203	8/22/2022	US BANK	VISA - BANDCAMP/FUEL/SUPPLIES	2.99	Public Works
114219	8/25/2022	BCC	LIFE & DISABILITY INS- AUG 22	2.51	Public Works
114219	8/25/2022	BCC	VISION/DENTAL PREMIUM- JUL 22	2.51	Public Works
114203	8/22/2022	US BANK	VISA - FUEL/AMAZON/HOME DEPOT	1.40	Public Works
114203	8/22/2022	US BANK	VISA - BANDCAMP/FUEL/SUPPLIES	-10.07	Public Works
114203	8/22/2022	US BANK	VISA - BANDCAMP/FUEL/SUPPLIES	-18.14	Public Works



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114203	8/22/2022	US BANK	VISA - BANDCAMP/FUEL/SUPPLIES	-38.29	Public Works
<b>Total Amount for 102 Line Item(s) from Public Works</b>				<b>\$137,840.74</b>	
<b>Recoverable / Refund / Liability</b>					
114181	8/18/2022	P&A ADMINISTRATIVE SVCS INC	FLEX SPENDING - DEPENDENT	1,800.00	Recoverable / Refund / Liability
114133	8/16/2022	RODRIGUEZ/MARCO//	REFUND FILM PERMIT	569.00	Recoverable / Refund / Liability
114180	8/18/2022	NICHOLS/ERIC//	REFUNDABLE BOND	569.00	Recoverable / Refund / Liability
114180	8/18/2022	NICHOLS/ERIC//	REFUNDABLE BOND	569.00	Recoverable / Refund / Liability
114178	8/18/2022	MOTAMEDI/MERI//	REFUND SWIM CLASS	43.08	Recoverable / Refund / Liability
<b>Total Amount for 5 Line Item(s) from Recoverable / Refund / Liability</b>				<b>\$3,550.08</b>	
<b>Tennis &amp; Swim Center</b>					
114146	8/18/2022	CASCIONE/GAYLENE//	RECREATION INSTRUCTOR - DANCE	2,362.94	Tennis & Swim Center
114244	8/25/2022	NEWBURY PARK TREE SERVICE INC	LANDSCAPE MAINTENANCE	2,005.33	Tennis & Swim Center
114129	8/16/2022	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	1,697.34	Tennis & Swim Center
114241	8/25/2022	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	1,596.36	Tennis & Swim Center
114185	8/18/2022	QUALITY PARKING SERVICE, INC	PARKING SERVICE- JULY 4TH	1,368.00	Tennis & Swim Center
114202	8/18/2022	ZACHARATOS/GERASSIMOS T//	RECREATION INSTRUCTOR - KARATE	1,186.50	Tennis & Swim Center
114203	8/22/2022	US BANK	VISA - SUPPLIES/DIY/HOME DEPOT	963.60	Tennis & Swim Center
114203	8/22/2022	US BANK	VISA - SUPPLIES/DIY/HOME DEPOT	930.75	Tennis & Swim Center
114197	8/18/2022	WATERLINE TECHNOLOGIES INC	POOL CHEMICALS	862.05	Tennis & Swim Center
114253	8/25/2022	SOUTHERN CALIFORNIA GAS CO	GAS SERVICE	851.80	Tennis & Swim Center
114203	8/22/2022	US BANK	VISA - SUPPLIES/DIY/HOME DEPOT	832.00	Tennis & Swim Center
114203	8/22/2022	US BANK	VISA - SUPPLIES/DIY/HOME DEPOT	695.32	Tennis & Swim Center
114253	8/25/2022	SOUTHERN CALIFORNIA GAS CO	GAS SERVICE	671.53	Tennis & Swim Center
114203	8/22/2022	US BANK	VISA - AMAZON/RALPHS/INDEED	664.00	Tennis & Swim Center
114203	8/22/2022	US BANK	VISA - SUPPLIES/DIY/HOME DEPOT	662.48	Tennis & Swim Center
114203	8/22/2022	US BANK	VISA - SUPPLIES/DIY/HOME DEPOT	581.80	Tennis & Swim Center
114197	8/18/2022	WATERLINE TECHNOLOGIES INC	POOL CHEMICALS	574.17	Tennis & Swim Center
114262	8/25/2022	WELTER/FRANCES//	RECREATION INSTRUCTOR - ACTING	570.07	Tennis & Swim Center
114197	8/18/2022	WATERLINE TECHNOLOGIES INC	POOL CHEMICALS	554.18	Tennis & Swim Center
114203	8/22/2022	US BANK	VISA - AMAZON/RALPHS/INDEED	549.00	Tennis & Swim Center
114218	8/25/2022	AT&T	TELEPHONE SERVICE	480.99	Tennis & Swim Center
114226	8/25/2022	DNA ELECTRIC	ELECTRICAL REPAIRS	475.00	Tennis & Swim Center
114244	8/25/2022	NEWBURY PARK TREE SERVICE INC	IRRIGATION REPAIR	408.45	Tennis & Swim Center
114168	8/18/2022	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	397.67	Tennis & Swim Center



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114203	8/22/2022	US BANK	VISA - SUPPLIES/DIY/HOME DEPOT	379.00	Tennis & Swim Center
114203	8/22/2022	US BANK	VISA - SUPPLIES/DIY/HOME DEPOT	372.48	Tennis & Swim Center
114203	8/22/2022	US BANK	VISA - AMAZON/RALPHS/INDEED	349.89	Tennis & Swim Center
114149	8/18/2022	CLARK PEST CONTROL	PEST CONTROL SERVICES	342.00	Tennis & Swim Center
114135	8/16/2022	SECURAL SECURITY CORP	STANDING OFFICER	329.40	Tennis & Swim Center
114203	8/22/2022	US BANK	VISA - SUPPLIES/DIY/HOME DEPOT	295.65	Tennis & Swim Center
114203	8/22/2022	US BANK	VISA - SUPPLIES/DIY/HOME DEPOT	289.47	Tennis & Swim Center
114203	8/22/2022	US BANK	VISA - SUPPLIES/DIY/HOME DEPOT	266.27	Tennis & Swim Center
114171	8/18/2022	LIVE ART PLANTSCAPES INC	PLANT MAINTENANCE	240.00	Tennis & Swim Center
114203	8/22/2022	US BANK	VISA - SUPPLIES/DIY/HOME DEPOT	239.40	Tennis & Swim Center
114203	8/22/2022	US BANK	VISA - SUPPLIES/DIY/HOME DEPOT	221.73	Tennis & Swim Center
114222	8/25/2022	COMMERCIAL AQUATIC SVCS	POOL SERVICE/REPAIR	220.00	Tennis & Swim Center
114244	8/25/2022	NEWBURY PARK TREE SERVICE INC	IRRIGATION REPAIR	218.08	Tennis & Swim Center
114203	8/22/2022	US BANK	VISA - AMAZON/RALPHS/INDEED	200.00	Tennis & Swim Center
114203	8/22/2022	US BANK	VISA - SUPPLIES/DIY/HOME DEPOT	195.92	Tennis & Swim Center
114203	8/22/2022	US BANK	VISA - AMAZON/RALPHS/INDEED	141.26	Tennis & Swim Center
114212	8/25/2022	ACCURATE BACKFLOW TESTING	BACKFLOW DEVICE REPAIR	125.00	Tennis & Swim Center
114203	8/22/2022	US BANK	VISA - SUPPLIES/DIY/HOME DEPOT	120.36	Tennis & Swim Center
114234	8/25/2022	INNER-I ...SECURITY IN FOCUS	SERVICE RESPONSE CALL	120.00	Tennis & Swim Center
114203	8/22/2022	US BANK	VISA - SUPPLIES/DIY/HOME DEPOT	112.95	Tennis & Swim Center
114219	8/25/2022	BCC	LIFE & DISABILITY INS- AUG 22	109.90	Tennis & Swim Center
114219	8/25/2022	BCC	VISION/DENTAL PREMIUM- JUL 22	109.90	Tennis & Swim Center
114203	8/22/2022	US BANK	VISA - SUPPLIES/DIY/HOME DEPOT	105.09	Tennis & Swim Center
114244	8/25/2022	NEWBURY PARK TREE SERVICE INC	IRRIGATION REPAIR	102.42	Tennis & Swim Center
114203	8/22/2022	US BANK	VISA - AMAZON/RALPHS/INDEED	100.00	Tennis & Swim Center
114203	8/22/2022	US BANK	VISA - SUPPLIES/DIY/HOME DEPOT	89.00	Tennis & Swim Center
114206	8/23/2022	INNER-I ...SECURITY IN FOCUS	APR-JUN 2022 MONITORING- TSC	75.00	Tennis & Swim Center
114203	8/22/2022	US BANK	VISA - SUPPLIES/DIY/HOME DEPOT	73.89	Tennis & Swim Center
114203	8/22/2022	US BANK	VISA - AMAZON/RALPHS/INDEED	55.78	Tennis & Swim Center
114203	8/22/2022	US BANK	VISA - AMAZON/RALPHS/INDEED	39.35	Tennis & Swim Center
114203	8/22/2022	US BANK	VISA - PRINTING/AMAZON/POS	28.17	Tennis & Swim Center
114203	8/22/2022	US BANK	VISA - AMAZON/RALPHS/INDEED	24.04	Tennis & Swim Center
114219	8/25/2022	BCC	LIFE & DISABILITY INS- AUG 22	23.83	Tennis & Swim Center
114219	8/25/2022	BCC	VISION/DENTAL PREMIUM- JUL 22	23.83	Tennis & Swim Center
114203	8/22/2022	US BANK	VISA - AMAZON/RALPHS/INDEED	20.33	Tennis & Swim Center
114203	8/22/2022	US BANK	VISA - SUPPLIES/DIY/HOME DEPOT	18.87	Tennis & Swim Center
114203	8/22/2022	US BANK	VISA - SUPPLIES/DIY/HOME DEPOT	18.63	Tennis & Swim Center
114241	8/25/2022	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	3.75	Tennis & Swim Center



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114203	8/22/2022	US BANK	VISA - SUPPLIES/DIY/HOME DEPOT	-97.45	Tennis & Swim Center
<b>Total Amount for 63 Line Item(s) from Tennis &amp; Swim Center</b>				<b>\$27,644.52</b>	

**Transportation**

114143	8/18/2022	C.A. RASMUSSEN, INC.	RETENTION MUL HWY	155,115.36	Transportation
114259	8/25/2022	VENTURA TRANSIT SYSTEM, INC.	SHUTTLE SERVICES	14,513.63	Transportation
114259	8/25/2022	VENTURA TRANSIT SYSTEM, INC.	SHUTTLE SERVICES	10,767.00	Transportation
114179	8/18/2022	NEWBURY PARK TREE SERVICE INC	TREE TRIMMING/REMOVAL SVCS	7,360.00	Transportation
114244	8/25/2022	NEWBURY PARK TREE SERVICE INC	TREE TRIMMING/REMOVAL SVCS	6,335.00	Transportation
114259	8/25/2022	VENTURA TRANSIT SYSTEM, INC.	SHUTTLE SERVICES	5,674.50	Transportation
114259	8/25/2022	VENTURA TRANSIT SYSTEM, INC.	SHUTTLE FUEL COST JUL 2022	1,791.60	Transportation
114242	8/25/2022	LASERZONE INC	COPIER/PRINTER SUPPLIES	1,237.30	Transportation
114210	8/23/2022	YUNEX LLC	TRAFFIC SIGN MAINTENANCE	1,196.21	Transportation
114193	8/18/2022	TKM ENGINEERING	ENGINEERING SERVICES	1,110.00	Transportation
114125	8/16/2022	DEPARTMENT OF TRANSPORTATION	TRAFFIC SIGNALS/LIGHTING	1,073.74	Transportation
114201	8/18/2022	YUNEX LLC	TRAFFIC SIGN MAINTENANCE	930.00	Transportation
114189	8/18/2022	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	191.45	Transportation
114203	8/22/2022	US BANK	VISA - FUEL/AMAZON/HOME DEPOT	174.55	Transportation
114203	8/22/2022	US BANK	VISA - FUEL/AMAZON/HOME DEPOT	156.45	Transportation
114203	8/22/2022	US BANK	VISA - FUEL/AMAZON/HOME DEPOT	149.54	Transportation
114203	8/22/2022	US BANK	VISA - FUEL/AMAZON/HOME DEPOT	144.60	Transportation
114203	8/22/2022	US BANK	VISA - FUEL/AMAZON/HOME DEPOT	141.64	Transportation
114203	8/22/2022	US BANK	VISA - AMAZON/HOME DEPOT/MISC	125.00	Transportation
114130	8/16/2022	LASERZONE INC	COPIER/PRINTER SUPPLIES	118.80	Transportation
114203	8/22/2022	US BANK	VISA - FUEL/AMAZON/HOME DEPOT	102.82	Transportation
114203	8/22/2022	US BANK	VISA - DIY/FUEL/HARDWARE	100.02	Transportation
114203	8/22/2022	US BANK	VISA - DIY/FUEL/HARDWARE	100.01	Transportation
114203	8/22/2022	US BANK	VISA - DIY/FUEL/HARDWARE	100.00	Transportation
114203	8/22/2022	US BANK	VISA - DIY/FUEL/HARDWARE	89.85	Transportation
114203	8/22/2022	US BANK	VISA - BANDCAMP/FUEL/SUPPLIES	85.10	Transportation
114203	8/22/2022	US BANK	VISA - DIY/FUEL/HARDWARE	80.00	Transportation
114203	8/22/2022	US BANK	VISA - FUEL/INT'L CODE	75.00	Transportation
114203	8/22/2022	US BANK	VISA - FUEL/INT'L CODE	75.00	Transportation
114203	8/22/2022	US BANK	VISA - FUEL/INT'L CODE	63.83	Transportation
114203	8/22/2022	US BANK	VISA - FUEL/INT'L CODE	50.00	Transportation
114203	8/22/2022	US BANK	VISA - FUEL/AMAZON/HOME DEPOT	43.74	Transportation
114203	8/22/2022	US BANK	VISA - FUEL/AMAZON/HOME DEPOT	43.14	Transportation



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114219	8/25/2022	BCC	LIFE & DISABILITY INS- AUG 22	2.48	Transportation
114219	8/25/2022	BCC	VISION/DENTAL PREMIUM- JUL 22	2.48	Transportation
114203	8/22/2022	US BANK	VISA - FUEL/AMAZON/HOME DEPOT	1.45	Transportation
114219	8/25/2022	BCC	LIFE & DISABILITY INS- AUG 22	0.51	Transportation
114219	8/25/2022	BCC	VISION/DENTAL PREMIUM- JUL 22	0.51	Transportation
<b>Total Amount for 38 Line Item(s) from Transportation</b>				<b>\$209,322.31</b>	
<b>GRAND TOTAL for 680 Line Items</b>				<b>\$911,137.08</b>	



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<b>Tennis &amp; Swim Center</b>					
14381	8/22/2022	US BANK	VISA - FACILITY MAINTENANCE	2,166.63	Tennis & Swim Center
14376	8/16/2022	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	1,697.34	Tennis & Swim Center
14377	8/22/2022	AMTRUST NORTH AMERICA	INSURANCE EXPENSE	1,628.00	Tennis & Swim Center
14382	8/23/2022	WILSON SPORTING GOODS	TENNIS BALLS	986.65	Tennis & Swim Center
14378	8/22/2022	LAS VIRGENES MUNICIPAL WATER	WATER SERVICES	397.67	Tennis & Swim Center
14380	8/22/2022	UNIFIRST CORPORATION	JANITORIAL SUPPLIES	338.01	Tennis & Swim Center
14379	8/22/2022	LIVE ART PLANTSCAPES INC	PLANT MAINTENANCE	240.00	Tennis & Swim Center
<b>Total Amount for 7 Line Item(s) from Tennis &amp; Swim Center</b>				<b>\$7,454.30</b>	
<b>GRAND TOTAL for 7 Line Items</b>				<b>\$7,454.30</b>	

**28-Sep**

1	CC	Presentation	Fire Department Update
2	FIN	Consent	Recommendation to approve a professional services agreement for financial software
3	CC	New Business	Council discussion regarding the BOS initiative to Promoting Accountability and Community Safety Through Checks and Balances of the Los Angeles County Sheriff

**Future Items**

4	COMM	Consent	Contract award for master control av/chambers equipment
5	CS	New Business	Tennis & Swim Center operations update
6	CC	New Business	Discussion of Council position on pending legislation
7	CC	New Business	Council direction regarding Woolsey Fire funds
8	CC	New Business	Town Hall meeting with insurance commissioner
9	CC	New Business	Discussion and direction regarding a catalytic converter Ordinance
10	CC	New Business	Introduction of Ordinance relating to Electronic and Paperless Filing of Fair Political Practices Commission (FPPC) Campaign Disclosure Statements
11	CM	New Business	Solar Panel and Battery Backup Assessment at City facilities
12	CC	New Business	Formation of a water taskforce on equitable access to water
13	CC	New Business	Update on the Liability Trust Fund
14	CM/CA	New Business	Discussion regarding Sheriff's services
15	CD/PW	New Business	Sustainability Taskforce review of Green Procurement Policy
16	CC	New Business	Council Protocols
17	CC	Continued Business	Update on Strategic Workplan
18	CM/CA	New Business	Discussion regarding gun violence prevention
19	CD	Public Hearing	Adoption of updates to the Circulation and Safety Elements of the Calabasas 2030 General Plan
20	CD	New Business	Recommendation from the Planning Commission regarding Fire Hardening and Resilience Code Standards
21	CD	New Business	Building Code Update
22	CC	New Business	Election Certification
23	PS	New Business	Use of technology (satellite phones) during emergencies
24	HR	New Business	HR Guidelines update
25	PW	New Business	Fiber optic master plan recommendation

**2022 Meeting Dates**

Oct 12	Nov 9
Oct 19 - Special	Nov 23 - Canceled
Oct 26	Dec 14 - Election Cert./Reorg.
Nov 8 - General Municipal Election	Dec 28 - Canceled