



CITY of CALABASAS

CITY COUNCIL AGENDA

REGULAR MEETING – WEDNESDAY, OCTOBER 26, 2022

100 CIVIC CENTER WAY, CALABASAS, CA 91302

7:00 P.M.

HYBRID/ZOOM TELECONFERENCE

www.cityofcalabasas.com

IMPORTANT NOTICE REGARDING THE OCTOBER 26, 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.

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/84417024188?pwd=RjQrQUUpPM2g3UXpTREhNaXcxWnZPQT09>

Passcode: 714421

Webinar ID: 844 1702 4188

Or iPhone one-tap:

US: +1-669-900-9128, 844 1702 4188# or +1-346-248-7799, 844 1702 4188#

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

International numbers available: <https://us02web.zoom.us/j/84417024188>

In the event a quorum of the City Council loses electrical power or suffers an internet connection outage not corrected within 15 minutes, or in the event a disruption which prevents the City from broadcasting the meeting to and receiving comment from members of the public using the Zoom or a telephone call-in system, then the meeting will be adjourned. Any items noticed as public hearings will be continued to the next regularly scheduled meeting of the City Council. Any other agenda items the Council has not taken action on will be placed on a future agenda.

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

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

CLOSED SESSION - 6:00 P.M.

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

- Proclamation recognizing Hispanic Heritage Month
- On fentanyl by LA County Sheriff's J-Team Sergeant Bill Velek

ANNOUNCEMENTS/INTRODUCTIONS

ORAL COMMUNICATION – PUBLIC COMMENT

CONSENT ITEMS

1. [Approval of October 12 and 18, 2022 meeting minutes](#)
2. [Adoption of Resolution No. 2022-1821, establishing a Hybrid Meeting Policy](#)
3. [Adoption of Resolution No. 2022-1822, allocation funds for Agoura Hills/Calabasas Community Center \(AHCC\) Roof Replacement Project](#)
4. [Adoption of Resolution No. 2022-1823, allocating funds for HVAC Replacement Project](#)
5. [Lease agreement between the City of Calabasas and the City of Agoura Hills regarding the Agoura Hills/Calabasas Community Center](#)

6. [Recommendation to approve a Professional Services Agreement with Triton Technology Solutions, Inc. for installation of new equipment for CTV/Video Master Control and Audio-Visual equipment in City Hall Council Chambers in the amount not to exceed Three Hundred Sixty-Six Thousand Dollars \(\\$366,000\)](#)

PUBLIC HEARING

7. [Consideration of Ordinance 2022-400, adopting the California Code of Regulations – Title 24, the 2022 California Building Standards Code Parts 1 through 12 with local amendments thereto and the International Property Maintenance Code](#)

CONTINUED BUSINESS

8. [Progress update on FY 22/23 Strategic Priorities](#)

INFORMATIONAL REPORTS

9. [Check Register for the period of October 1-14, 2022](#)

TASK FORCE REPORTS

CITY MANAGER’S REPORT

FUTURE INFORMATION/AGENDA ITEMS

ADJOURN

The City Council will adjourn to a regular meeting on Wednesday, November 9, 2022, at 7:00 p.m.

**MINUTES OF A REGULAR MEETING
OF THE CITY COUNCIL OF THE CITY OF CALABASAS, CALIFORNIA
HELD WEDNESDAY, OCTOBER 12, 2022**

Mayor Maurer called the Closed Session to order at 6:00 p.m. in the Council Conference Room, 100 Civic Center Way, Calabasas, CA.

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

3. Conference with Legal Counsel; Initiation of Litigation
(Gov. Code § 54956.9(d)(4))
Number of Potential Cases: 1

4. Public Employee Performance Evaluation (Gov. Code § 54957)
Position Title: City Manager

Present: Mayor Maurer, Mayor pro Tem Shapiro, Councilmembers Bozajian, Kraut and Weintraub. Councilmember Kraut participated via Zoom Teleconferencing.

Absent: None

Mayor Maurer called the Open Session to order at 7:03 p.m. in the Council Chambers, 100 Civic Center Way, Calabasas, CA.

ROLL CALL

Present: Mayor Maurer, Mayor pro Tem Shapiro, Councilmembers Bozajian, Kraut and Weintraub. Councilmember Kraut participated via Zoom Teleconferencing

Absent: None

Staff: Ahlers, Hernandez, Holden, Klein, Meik, Melton, Mendoza, Summers and Russo

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Mark Levinson.

APPROVAL OF AGENDA

Councilmember Weintraub moved, seconded by Mayor pro Tem Shapiro to approve the agenda. 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 to address Item Nos. 1-4. The City Council provided direction to staff and the City Attorney; however, there were no reportable actions.

PRESENTATIONS

- Proclamation in recognition of Indigenous People's Day

Mayor Maurer recognized Indigenous People's Day by reading a Proclamation to be sent to Chumash Tribe representatives.

- Sheriff's Crime Report – August 2022

Deputy De Matteo presented the report.

- Liability Trust Fund update by California JPIA, Chief Executive Officer Jonathan Shull

Mr. Shull presented an update.

- National Assoc. of Telecommunications Officers and Advisors (NATOA) and America In Bloom Awards

Mayor Maurer presented the Communications Department and Public Works with their prospective awards.

Ms. Melton expressed gratitude and thanked those who participated in America in Bloom.

ANNOUNCEMENTS/INTRODUCTIONS

Members of the Council made the following announcements:

Mayor pro Tem Shapiro

- Congratulated Public Works and Communications staffs for their achievements as well as the local schools for a great Walk to School Day.
- Wished everyone a happy Sukkot.
- Extended an invitation to a Community Wildfire Preparedness Webinar on October 19.
- Expressed appreciation to the City for recognizing October as bullying prevention awareness month.
- Expressed his support for those who have helped organize local protests in support of Iranian freedom.
- Shared his disappointment regarding the racist comments made by the Los Angeles City Councilmembers as well as antisemitic remarks made by a local rapper.

Councilmember Weintraub

- Reported the tragic loss of an El Camino High School student due to fentanyl and expressed the urgency for a parent and child forum in order to bring awareness.
- Expressed her sadness with the Los Angeles City Councilmembers who made hateful and racist comments and urged remaining Councilmen to step down.
- Echoed Mayor pro Tem Shapiro's sentiments regarding the Iranian protests and antisemitism.

Councilmember Bozajian

- Expressed his disappointment with the Los Angeles City Councilmembers who made appalling comments during the Redistricting process.
- Extended an invitation to the annual Pumpkin Festival at De Anza Park on October 16

Councilmember Kraut

- Echoed his colleagues' sentiments and stated there is no place for hate.
- Extended an invitation to Oktoberfest hosted by the Senior Center at Founders Hall on October 21.

Mayor Maurer

- Echoed her colleagues' sentiments regarding the disturbing comments made by Los Angeles City Councilmembers.

City Clerk Ms. Hernandez

- Reminded everyone about the upcoming General Municipal Election and the Vote Centers that will be available in the City.
- Reported that the U.S. Department of State approved the City as a Passport Acceptance Facility with Ms. Mendoza and her as acceptance agents.

ORAL COMMUNICATIONS – PUBLIC COMMENT

Mark Levinson and Shiva Shahabi spoke during public comment.

CONSENT

1. Approval of September 28, 2022 meeting minutes
2. Adoption of Resolution No. 2022-1818, authorizing continued remote teleconference meetings of the Calabasas City Council and Commissions pursuant to Government Code Section 54953(e)
3. Investment Report for quarter ending September 30, 2022

Mayor pro Tem Shapiro moved, seconded by Councilmember Weintraub to approve Consent Item Nos. 1-3. MOTION CARRIED 5/0 by Roll Call Vote as follows:

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

PUBLIC HEARING

4. Consideration of Urgency Ordinance No. 2022-399U, extending the duration of the Woolsey Fire Overlay Zone

Mayor Maurer opened the public hearing.

Mr. Klein presented the report.

Mayor Maurer closed the public hearing.

Councilmember Kraut moved, seconded by Mayor pro Tem Shapiro to adopt Urgency Ordinance No. 2022-399U with a modification to only include the parcels pending reconstruction and extending the time to complete construction until December 31, 2025. MOTION CARRIED 5/0 by Roll Call Vote as follows:

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

Kraut and Weintraub

NEW BUSINESS

5. City Council discussion and consideration of taking a position on the Los Angeles County Board of Supervisors' decision to place a Charter Amendment on the November 8, 2022, General Election that would allow the Board to remove the elected Sheriff from office by a four-fifths vote

Helen Jones spoke in favor of Measure A.

David Hernandez spoke in opposition of Measure A.

Jeffi Girgenti spoke on Item No. 5.

After discussion Councilmember Weintraub moved, seconded by Councilmember Bozajian to submit a letter of opposition to the Los Angeles County Board of Supervisors for their decision to place a Charter Amendment on the November 8, 2022, General Election that would give them authority to remove an elected Sheriff. MOTION CARRIED 4/1 by Roll Call Vote as follows:

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

6. Consider use of Measure M Funds for a Regional Broadband Connectivity Project

Mr. Dipple, Ms. Holden, Mr. Meik and Mr. Russo presented the report.

Councilmember Kraut moved, seconded by Councilmember Weintraub to approve the use of Measure M Funds for a Regional Broadband Connectivity Project. MOTION CARRIED 5/0 by Roll Call Vote as follows:

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

INFORMATIONAL REPORTS

7. Check Register for the period of September 17-30, 2022

No action taken on this item.

TASK FORCE REPORTS

Mayor pro Tem Shapiro reported his attendance to various SCAG meetings and a Public Safety Taskforce meeting with Councilmember Weintraub.

Councilmember Kraut reported his participation in a Chamber of Commerce Government & Community Affairs meeting and his upcoming attendance to their next meeting. He also reported his upcoming participation on the Metropolitan Water District's Inspection Tour of the California State Water Project.

Councilmember Weintraub reiterated her participation in a Public Safety Taskforce meeting with Mayor pro Tem Shapiro.

CITY MANAGER'S REPORT

None.

FUTURE INFORMATION/AGENDA ITEMS

Councilmember Weintraub reinforced her request for a community meeting for parents and children regarding the use of Fentanyl.

ADJOURN

The City Council adjourned at 10:09 p.m. to a special meeting on Tuesday, October 18, 2022, at 1:30 p.m.

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

**MINUTES OF A SPECIAL MEETING OF
THE CITY COUNCIL OF THE CITY OF CALABASAS, CALIFORNIA
HELD WEDNESDAY, OCTOBER 18, 2022**

Mayor Maurer called the meeting to order at 1:30 p.m. via Zoom Teleconference.

ROLL CALL

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

CLOSED SESSION

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

The City Council provided direction to staff and the City Attorney; and there were no reportable actions.

ADJOURN

The City Council adjourned at 2:05 p.m. to a regular meeting scheduled on Wednesday, October 26, 2022, at 7:00 p.m.

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



CITY of CALABASAS
CITY COUNCIL AGENDA REPORT

DATE: OCTOBER 17, 2022

TO: HONORABLE MAYOR AND COUNCILMEMBERS

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

SUBJECT: ADOPTION OF RESOLUTION 2022-1821, APPROVING REMOTE PARTICIPATION POLICY FOR CITY COUNCIL

MEETING
DATE: OCTOBER 26, 2022

SUMMARY RECOMMENDATION:

Staff recommends the City Council approve a Remote Participation Policy for the City Council by adopting Resolution No. 2022-1821.

REPORT:

On March 17, 2020, Governor Newsom issued Executive Order N-29-20, suspending certain provisions of the Ralph M. Brown Act allowing local legislative bodies to conduct their meetings telephonically or through other electronic means due to COVID-19 pandemic.

The City of Calabasas held virtual meetings during the COVID-19 pandemic since March 17, 2020, which allowed the public to participate.

On June 11, 2021, Governor Newsom issued Executive Order N-08-21, which maintained the suspension of certain provisions of the Brown Act to continue to allow for local legislative bodies to conduct their meetings completely telephonically or by other electronic means through September 30, 2021.

Pursuant to Executive Order N-08-21 local agencies may hold hybrid meetings, consisting of portions of meetings which are in-person and portions of which are conducted telephonically or by other electronic means.

The City Council has a responsibility to provide for the health and safety of its residents and Councilmembers. Some residents and councilmembers may not feel comfortable returning to in-person public meetings due to continued threat that COVID-19 poses to the community.

RECOMMENDATION:

That the City Council adopt Resolution No. 2022-1821, adopting a policy for conducting hybrid meetings.

ATTACHMENT:

Resolution No. 2022-1821

**ITEM 2 ATTACHMENT
RESOLUTION NO. 2022-1821**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
CALABASAS, CALIFORNIA, ESTABLISHING A HYBRID
MEETING POLICY.**

WHEREAS, the City of Calabasas, along with the rest of California and the United States, is in the midst of a worldwide COVID-19 pandemic; and

WHEREAS, on March 17, 2020, Governor Newsom issued Executive Order N-29-20, suspending certain provisions of the Ralph M. Brown Act allowing local legislative bodies to conduct their meetings telephonically or through other electronic means; and

WHEREAS, the City of Calabasas held virtual meetings during the COVID-19 pandemic since March 17, 2020, which allowed the public to participate; and

WHEREAS, on June 11, 2021, Governor Newsom issued Executive Order N-08-21, which maintained the suspension of certain provisions of the Brown Act to continue to allow for local legislative bodies to conduct their meetings completely telephonically or by other electronic means through September 30, 2021; and

WHEREAS, Executive Order N-08-21 mandated that local agencies provide a physical location for public meetings after September 30, 2021; and

WHEREAS, pursuant to Executive Order N-08-21 local agencies may have hybrid meetings, consisting of portions of meetings which are in-person and portions of which are conducted telephonically or by other electronic means; and

WHEREAS, the City Council of Calabasas has a responsibility to provide for the health and safety of its residents and council members; and

WHEREAS, some residents and councilmembers may not feel comfortable returning to in-person public meetings due to continued threat that COVID-19 poses to the community; and

WHEREAS, the City of Calabasas wishes to adopt a policy for conducting hybrid meetings.

NOW, THEREFORE, the City Council of the City of Calabasas does hereby find and order that:

SECTION 1. Recitals:

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

SECTION 2. Remote Participation Policy for City Council:

When safe to do so, the City Council shall meet in the City Council chambers, which are equipped to allow for members of the public to attend in person or virtually. In-person attendees will be required to follow all applicable regulations, including those mandated by the City, County, or other authorities regarding protection from the novel coronavirus.

City Councilmembers may continue to participate remotely or in person for all City Council meetings, as is their option under Executive Order N-08-21.

Staff shall include an option for the public to participate remotely in City Council meetings. This requirement does not apply in the event that remote participation technology is unexpectedly not available (such as an internet outage).

During a meeting, if a member of the public would like to speak on an agenda item, the Mayor or chair will call upon individuals present in the room first and then ask individuals attending virtually to raise their hands and they will be called upon in the order received. All members of the public will be provided equal time to comment on each item, without regard to whether they are participating in-person or through other means.

SECTION 3. Severability Clause:

Should any section, clause, or provision of this Resolution be declared by the Courts to be invalid, the same shall not affect the validity of the Resolution as a whole, or parts thereof, other than the part so declared to be invalid.

SECTION 4. Certification:

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

PASSED, APPROVED AND ADOPTED this 26th day of October 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: OCTOBER 19, 2022

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: ERICA GREEN, COMMUNITY SERVICES DIRECTOR

**SUBJECT: ADOPTION OF RESOLUTION NO. 2022-1822, ALLOCATING FUNDS
FOR AGOURA HILLS CALABASAS COMMUNITY CENTER (AHCCC)
ROOF REPLACEMENT PROJECT**

MEETING OCTOBER 26, 2022
DATE:

SUMMARY RECOMMENDATION:

Staff recommends the City Council adopt Resolution No. 2022-1822, approving the allocation of \$1,500,000 in funding for the Agoura Hills Calabasas Community Center (AHCCC) roof replacement project.

BACKGROUND:

The Agoura Hills Calabasas Community Center Joint Powers Authority was awarded \$1.01M for replacing the roof from the County of Los Angeles Regional Park and Open Space District.

The City of Calabasas, in a Memorandum of Understanding with the Agoura Hills Calabasas Community Center Joint Powers Authority, will provide the necessary funding for the repairs to the Authority and then receive reimbursement from the Regional Park and Open Space District. The Authority has contracted the City of Calabasas to procure construction management services and a roofing contractor for the replacement.

Calabasas staff and the Project Manager from TKE Engineering prepared a Request for Proposal (RFP) to solicit contractors for the roof replacement. The RFP was posted in July, and proposals were received on September 1, 2022.

The City received three bids ranging in cost from \$1.3 - \$1.5M.

Company	Total Bid with Metal Roof	Total Bid with PVC Green Roof	Total Bid with PVC White Roof
Riteway Roof	\$ 1,348,146.00	NA	NA
Best Contracting Services, Inc.	\$ 1,413,731.00	NA	\$ 1,440,135.00
AME Roofing	\$ 1,518,682.00	\$ 1,344,473.00	\$ 1,343,325.00
BUDGETED AMOUNT	\$ 1,010,000.00		
RECOMMENDED CONTRACTOR BID	\$ 1,344,473.00		
DIFFERENCE	\$ (334,473.00)		

The recommended product is the Green PVC roof at \$1,344,473.00.

DISCUSSION/ANALYSIS:

The City of Calabasas and Agoura Hills are cooperatively determining the direction for Calabasas’ long-term ownership and operation of the Agoura Hills Calabasas Community Center. The allocation of the \$1.5M will allow for the roof replacement at the cost of \$1,344,473 with a contingency of \$155,527—reimbursement of \$1.01M to be distributed at the estimated conclusion of the project in late Spring/early Summer 2023.

FISCAL IMPACT/SOURCE OF FUNDING:

Staff is creating a separate fund, noted in the attached Resolution, for the AHCCC expenditures including the roof repairs and future operations. \$1.5M will transferred into said fund.

REQUESTED ACTION:

Adopt Resolution No. 2022-1822 allocating funds for the AHCCC roof replacement.

ATTACHMENTS:

1. Resolution No. 2022-1822

**ITEM 3 ATTACHMENT 1
RESOLUTION NO. 2022-1822**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
CALABASAS, CALIFORNIA, ALLOCATING FUNDS FOR
AGOURA HILLS CALABASAS COMMUNITY CENTER (AHCCC)
ROOF REPLACEMENT PROJECT.**

WHEREAS, a staff report has been presented to the City Council on October 26, 2022, requesting approval to appropriate \$1,500,000 in funding for AHCCC Roof Replacement; and

WHEREAS, on June 22, 2022 the City Council adopted the Operating and Capital Improvement Budget for FY 2022-23; and

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

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

A budget amendment establishing estimated grant revenue in the amount of \$1,010,000 and appropriating \$1,500,000 for AHCCC Roof Replacement for FY 2022-23 as more particularly described in Exhibit "A", attached hereto, is hereby approved.

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

PASSED, APPROVED AND ADOPTED this 26th day of October 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

BUDGET AMENDMENT TO
Agoura Hills Calabasas Community Center (AHCCC) Fund
to Establish Grant Revenue and Expenditures for AHCCC Roof Replacement
FY 2022 - 23

A. Fund Allocation

Account Number	FUND Name	Amount
51-000-0310-00	AHCCC Fund	(\$ 490,000)
		\$ -
	TOTAL	(\$ 490,000)

B. Estimated REVENUES

Account Number	Current Budget	Revision	Amended Budget
51-000-4659-00	\$ -	\$ 1,010,000	\$ 1,010,000
TOTAL REVENUES	\$ -	\$ 1,010,000	\$ 1,010,000

C. Expenditure Account APPROPRIATIONS

Account Number	Current Budget	Revision	Amended Budget
51-529-6503-67	\$ -	\$ 1,500,000	\$ 1,500,000
TOTAL APPROPRIATIONS	\$ -	\$ 1,500,000	\$ 1,500,000



CITY of CALABASAS
CITY COUNCIL AGENDA REPORT

DATE: OCTOBER 19, 2022

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: ERICA GREEN, COMMUNITY SERVICES DIRECTOR

**SUBJECT: ADOPTION OF RESOLUTION NO. 2022-1823, ALLOCATING FUNDS
FOR HVAC REPLACEMENTS PROJECT**

**MEETING OCTOBER 26, 2022
DATE:**

SUMMARY RECOMMENDATION:

Staff recommends the City Council adopt Resolution No. 2022-1823, approving the allocation of \$200,000 in funding for Heating, Ventilation and Air Conditioning (HVAC) replacements.

BACKGROUND:

The five-year Capital Improvement Project listing for FY 2022-23 showed the HVAC Replacement over five years at a cost of \$240,000. City Council approved the allocation of \$40,000 for this current year FY 2022-23 and the following four years for the remaining amounts. The City has experienced multiple HVAC units going non-operational within the past couple of months. Staff is recommending City Council allocate funds to replace these units and other outdated HVAC units.

DISCUSSION/ANALYSIS:

The HVAC units at Creekside Klubhouse and the Tennis and Swim Center have failed within the past couple of months and need to be replaced. There are several other HVAC units that are of the same age and are in need of replacement. This \$200,000 in additional funding will replace these units.

FISCAL IMPACT/SOURCE OF FUNDING:

The Deferred Maintenance Fund (71) will provide funding for some units while the Tennis and Swim Center Fund (50) will replace their HVAC units. Total amount of this request is \$200,000.

REQUESTED ACTION:

Adopt Resolution No. 2022-1823 allocating funds for HVAC replacement.

ATTACHMENTS:

1. Resolution No. 2022-1823

**ITEM 4 ATTACHMENT 1
RESOLUTION NO. 2022-1823**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
CALABASAS, CALIFORNIA, ALLOCATING FUNDS FOR HVAC
REPLACEMENTS PROJECT.**

WHEREAS, a staff report has been presented to the City Council on October 26, 2022, requesting approval to appropriate \$200,000 in funding for Heating, Ventilation and Air Conditioning (HVAC) Replacements; and

WHEREAS, on June 22, 2022 the City Council adopted the Operating and Capital Improvement Budget for FY 2022-23; and

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

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

A budget amendment appropriating \$200,000 for FY 2022-23 as more particularly described in Exhibit "A", attached hereto, is hereby approved.

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

PASSED, APPROVED AND ADOPTED this 26th day of October 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

BUDGET AMENDMENT TO
Tennis & Swim Center Fund and Deferred Maintenance Fund
to Adjust Expenditures for HVAC Replacements
FY 2022 - 23

A. Fund Allocation

Account Number	FUND Name	Amount
50-000-0310-00	Tennis & Swim Center Fund	(\$ 80,000)
70-000-0310-00	Deferred Maintenance Fund	(\$ 120,000)
	TOTAL	(\$ 200,000)

B. Estimated REVENUES

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

C. Expenditure Account APPROPRIATIONS

Account Number	Current Budget	Revision	Amended Budget
50-521-6503-63	\$ -	\$ 80,000	\$ 80,000
70-513-6503-63	\$ -	\$ 40,000	\$ 40,000
70-517-6503-63	\$ -	\$ 40,000	\$ 40,000
70-518-6503-63	\$ -	\$ 40,000	\$ 40,000
TOTAL APPROPRIATIONS	\$ -	\$ 200,000	\$ 200,000



CITY of CALABASAS

CITY COUNCIL AGENDA REPORT

DATE: OCTOBER 19, 2022

TO: HONORABLE MAYOR AND COUNCILMEMBERS

**FROM: KINDON MEIK, CITY MANAGER
MATTHEW SUMMERS, CITY ATTORNEY
ERICA GREEN, COMMUNITY SERVICES DIRECTOR**

**SUBJECT: LEASE AGREEMENT BETWEEN THE CITY OF CALABASAS AND THE
CITY OF AGOURA HILLS REGARDING THE AGOURA HILLS/
CALABASAS COMMUNITY CENTER**

MEETING

DATE: OCTOBER 26, 2022

SUMMARY RECOMMENDATION:

Staff hereby requests that the City Council approve the lease agreement between the City of Calabasas and the City of Agoura Hills. Said agreement effects a lease whereby the City of Calabasas leases from the City of Agoura Hills its half-interest in the land and improvements known as the Agoura Hills Calabasas Community Center (AHCCC) with a designated street address of 27040 Malibu Hills Road, Calabasas, CA 91301.

BACKGROUND:

Originally opened in 1999, the AHCCC was unfortunately forced to close its doors to the public in 2020 in response to the COVID-19 pandemic. Since the closure, the City of Calabasas and the City of Agoura Hills have worked collaboratively on efforts to secure funding for needed repairs to the facility. Those efforts resulted in a \$1,000,000 federal earmark awarded to Agoura Hills for improvements to the center.

Proposed improvements include replacing the gymnasium floor, upgrading electrical and plumbing systems, enhancing the IT infrastructure of the building, and updating lighting, flooring, and other fixtures. In addition to the federal earmark, the AHCCC Joint Powers Authority received \$844,000 in Regional Park and Open Space District (RPOSD) funds from Supervisor Sheila Kuehl's office. The grant augments previous RPOSD funds in the amount of \$166,000 and thus allocates a total of \$1,010,000 to be used to replace the AHCCC roof.

More recently, the City of Calabasas and the City of Agoura Hills have explored options on how to best reopen the AHCCC and thereby reconnect the public to the amenities and programming to be offered at the center. As joint owners of the facility, the two cities decided to draft an agreement whereby the City of Calabasas would lease from Agoura Hills its half interest in the land and improvements thereon.

A summary of key terms of the proposed lease agreement is provided below:

Term: One-year lease with the option for the City of Calabasas to renew two additional one-year terms.

Rent: City of Calabasas will pay City of Agoura Hills \$1 per year.

Use: The AHCCC will be used for recreational purposes and as a community/public facility open to the residents of Calabasas, Agoura Hills, and residents of incorporated and unincorporated areas. The City of Calabasas will retain all programming fees and facility revenues.

AHCCC JPA: The AHCCC Joint Powers Authority will remain in effect. Calabasas and Agoura Hills will continue to voluntarily contribute (50% each) towards the California Public Employees Retirement System (CalPERS) for costs associated with former Authority employees. Calabasas and Agoura Hills will also voluntarily contribute (50% each) towards insurance costs covering the Authority's board members.

AHCCC Future: During the initial months of the lease, the City of Calabasas and the City of Agoura Hills will enter into good faith efforts to discuss the future of the facility with the goal of reaching an agreement on the long-term ownership and operation of the facility.

Property Taxes: The City of Calabasas will pay all taxes and assessments related to the AHCCC.

Insurance: Calabasas will maintain and cover the costs of Commercial General Liability Insurance, Workers' Compensation, Accident Insurance, Crime Insurance, Property Insurance, and Automobile Insurance.

REQUESTED ACTION:

Staff requests that the City Council approve the lease agreement as presented and authorize the Mayor and the City Attorney to sign said document.

FISCAL IMPACT/SOURCE OF FUNDING:

As set forth in the lease, the City of Calabasas will be responsible for the rental payment, property taxes, insurance costs, maintenance and upkeep, agreed upon improvements associated with the facility. These will be new expenses for the City and would come from the General Fund. Additionally, as noted, the City would continue to pay its share of previously incurred CalPERS costs and would also contribute towards insurance to cover JPA board members.

ATTACHMENTS:

Ground Lease between the City of Calabasas and the City of Agoura Hills

GROUND LEASE

CITY OF AGOURA HILLS,
as Owner and Lessor of an Undivided Half-Interest in the Community Center

and

CITY OF CALABASAS
as Owner of an Undivided Half-Interest in the Community Center and Lessor of the other
Undivided Half-Interest in the Community Center

TABLE OF CONTENTS

Page

ARTICLE 1 BASIC LEASE PROVISIONS	1
1.1 Effective Date.	1
1.2 Agoura Hills.	1
1.3 Calabasas.	1
1.4 Premises.	1
1.5 Term.	1
1.6 Rent.	1
1.7 Use of Premises.	1
1.8 Parking.	1
1.9 Financial Provisions.	1
1.10 Notices.	2
1.11 Broker(s).	2
ARTICLE 2 PREMISES; TRIPLE NET GROUND LEASE.....	2
ARTICLE 3 TERM	2
3.1 Term.	2
3.2 Discussion of Long Term “Resolution”; Mediation	2
ARTICLE 4 POSSESSION; CONDITION.....	3
4.1 Delivery of Possession.	3
4.2 Condition of Premises.	3
4.3 Construction-Related Accessibility Standards.	3
ARTICLE 5 IMPROVEMENTS	3
5.1 Improvements.	3

TABLE OF CONTENTS (cont.)

	<u>Page</u>
5.2 Roof Repairs Project	3
5.3 Miscellaneous Improvement Projects	4
5.4 Mechanics’ Liens	4
ARTICLE 6 RENT AND PROPERTY TAXES	4
6.1 Rent	4
6.2 Property Taxes and Assessments	4
ARTICLE 7 PERMITTED USE.....	4
7.1 Permitted Use	4
7.2 No Nuisance	4
ARTICLE 8 MAINTENANCE AND REPAIRS	4
8.1 Calabasas’s Maintenance Obligations	4
8.2 Agoura Hills’s Right of Entry	4
ARTICLE 9 DAMAGE TO CALABASAS’S PROPERTY; WAIVER.....	5
ARTICLE 10 INSURANCE AND INDEMNITY	5
10.1 Insurance	5
(a) Commercial General Liability	5
(b) Workers Compensation	6
(c) Accident Insurance	6
(d) Crime Insurance	6
(e) Property Insurance	6
(f) Automobile Liability	6
10.2 Additional Insureds	6
10.3 Certificate(s) of Insurance	6
10.4 Agoura Hills Cure Right	7

TABLE OF CONTENTS (cont.)

	<u>Page</u>
10.5 Waiver of Subrogation.	7
10.6 Indemnity	7
ARTICLE 11 DAMAGE	7
11.1 Insured Casualty.	7
11.2 Uninsured Casualty.	8
11.3 Waiver of Termination.	8
ARTICLE 12 8	
ASSIGNMENT AND SUBLETTING	8
12.1 Assignment.	8
12.2 No Release; Form.	8
ARTICLE 13 DEFAULTS	8
13.1 Events of Default.	8
13.2 Agoura Hills Remedies.	9
13.3 Default by Agoura Hills.	9
ARTICLE 14 MATTERS OF RECORD.....	9
ARTICLE 15 UTILITIES AND SERVICES	9
ARTICLE 16 MISCELLANEOUS	10
16.1 Hazardous Materials.	10
16.2 Notices.	10
16.3 Time of the Essence	11
16.4 Surrender; Waiver.	11
16.5 Successors and Assigns.	11
16.6 Waiver of Lease Terms	11
16.7 Interest on Past Due Sums.	11

TABLE OF CONTENTS (cont.)

	<u>Page</u>
16.8 Governing Law.....	11
16.9 Attorneys' Fees.....	11
16.10 Quiet Enjoyment.....	11
16.11 Severability.....	11
16.12 Memorandum of Lease.....	11
16.13 Entire Agreement; Amendments.....	12

GROUND LEASE

This Ground Lease (“Lease”) is entered into as of the “Effective Date” (as defined in Section 1.1 below) by and between the City of Agoura Hills (“Agoura Hills”) and the City of Calabasas (“Calabasas”), (together the “Parties”), as defined in Sections 1.2 and 1.3 below.

ARTICLE 1 BASIC LEASE PROVISIONS

1.1 Effective Date. November 1, 2022.

1.2 Agoura Hills. City of Agoura Hills, a California municipal corporation.

1.3 Calabasas. City of Calabasas, a California municipal corporation.

1.4 Premises. This Lease effects a lease by Agoura Hills of its undivided half-interest in the land described on Exhibit “A” attached hereto and the improvements thereon to Calabasas, who also owns the other undivided half-interest in the land and improvements thereon (having a street address of 27040 Malibu Hills Road, Calabasas, CA 91301).

1.5 Term. The term of this Lease shall commence on the Effective Date (“Term Commencement Date”) and shall expire one (1) calendar year thereafter, unless otherwise agreed by the Parties in writing. Calabasas has two further one-year renewal extension options, at its option, exercisable by providing written notice to Agoura Hills at least 30 days before expiration, unless otherwise agreed by the Parties in writing.

1.6 Rent. The rent payable by Calabasas to Agoura Hills for its undivided half-interest under this Lease shall be \$1.00 per year, payable on or before the Effective Date and each anniversary thereof if renewed.

1.7 Use of Premises. The Premises shall be used solely as a recreational, public, emergency, and community facility, open to the residents of the City of Calabasas, the residents of the City of Agoura Hills and the residents of other incorporated and unincorporated areas, on the same terms (subject to payment of any applicable fees imposed or adjusted by Calabasas under applicable law). Calabasas shall retain all programming fees and facility revenues.

1.8 Parking. Calabasas shall have the right to use surface parking for the parking of the users of the facility and Calabasas’s patrons, employees, and contractors.

1.9 Financial Provisions. Agoura Hills and Calabasas both agree that the existing Joint Powers Agreement, entered into by each of them on November 24, 1997, as amended in 1999, 2000, 2004, and 2006, continues in effect and governs the Agoura Hills Calabasas Community Center Authority, a California public entity separate from the two Cities. Agoura Hills and Calabasas further agree that, unless and until otherwise agreed by the Parties, the Agoura Hills Calabasas Community Center Authority (the “Authority”) shall continue to bear its own costs under its contract with the California Public Employees Retirement System incurred for past employees through February 2021 and for insurance for its Board Members. The two Cities agree to voluntarily continue to contribute one-half shares to the Authority as needed to pay for

these costs incurred by the during the Lease term, without assuming any obligations or debts of the Authority.

1.10 Notices.

To Agoura Hills: City of Agoura Hills
30001 Ladyface Court
Agoura Hills, CA 91301
Attn: City Manager

To Calabasas: City of Calabasas
100 Civic Center Way
Calabasas, CA 91302
Attn: City Manager

1.11 Broker(s). None.

**ARTICLE 2
PREMISES; TRIPLE NET GROUND LEASE**

Agoura Hills leases to Calabasas and Calabasas leases from Agoura Hills, for the “Term” (as defined in Article 3) and upon the covenants and conditions set forth in this Lease, the premises described in Section 1.4 above (“Premises”). It is intended that this Lease be a so-called “triple net” lease, such that Calabasas bears all responsibility for maintenance, repairs, utilities, insurance, property taxes and assessments, and operation of the Premises, unless otherwise specified in this Lease.

**ARTICLE 3
TERM**

3.1 Term. The term of this Lease (“Term”) shall commence upon the Term Commencement Date, and shall end on the date that is one (1) calendar year thereafter, unless extended by renewal or as otherwise agreed by the Parties in writing.

3.2 Discussion of Long Term “Resolution”; Mediation. During the Term of this Lease, Agoura Hills and Calabasas shall use good faith efforts to discuss the future of the Premises (*i.e.*, the community center included in the Premises), which are currently jointly owned by Agoura Hills and Calabasas. If Agoura Hills and Calabasas shall not have agreed upon terms by March 31, 2023, then Agoura Hills and Calabasas shall submit the matter to a mediator, to be approved by both Agoura Hills and Calabasas, and within thirty (30) days after the appointment of the mediator, both Agoura Hills and Calabasas shall meet together with the mediator (which may be online or by phone) to discuss possible terms of a long term resolution. Agoura Hills and Calabasas shall each pay fifty percent (50%) of the charges and costs of the mediator.

**ARTICLE 4
POSSESSION; CONDITION**

4.1 Delivery of Possession. Agoura Hills shall deliver possession of the Premises on the Term Commencement Date.

4.2 Condition of Premises. Calabasas acknowledges that: (i) neither Agoura Hills nor any employee, representative or agent of Agoura Hills has made any representation or warranty (express or implied) with respect to the Premises or any other portion of the Premises, and (ii) Agoura Hills shall have no obligation to improve or alter the Premises for the benefit of Calabasas. Calabasas acknowledges that Calabasas has thoroughly inspected the Premises and Calabasas shall accept the Premises in their current “AS-IS” condition, without representation or warranty, express or implied, subject to all matters of record.

4.3 Construction-Related Accessibility Standards. The Premises have not been inspected by a Certified Access Specialist (CASp). A Certified Access Specialist (CASp) can inspect the Premises and determine whether the Premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the Premises, the commercial property owner or lessor may not prohibit the lessee or Calabasas from obtaining a CASp inspection of the Premises for the occupancy or potential occupancy of the lessee or Calabasas, if requested by the lessee or Calabasas. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises.

In that regard, the parties agree that in the event Calabasas requests a CASp inspection, Calabasas shall pay any such inspection fees and the cost of making any such repairs, unless otherwise agreed by Agoura Hills and Calabasas.

**ARTICLE 5
IMPROVEMENTS**

5.1 Improvements. Calabasas shall notify Agoura Hills of proposed capital improvements to the Community Center. Calabasas shall bear the cost of noticed improvements unless otherwise specified herein or as previously agreed between the Parties. . Both of the Agoura Hills and Calabasas City Managers must consent for Calabasas to complete improvements to the Premises costing up to \$25,000. Both the Agoura Hills and Calabasas City Council must consent for Calabasas to complete improvements to the Premises costing over \$25,000. The Parties agree consent may not be unreasonably withheld and a failure by any City to respond to a request for consent within 60 days shall constitute consent. Calabasas may seek funding from local, state, or federal grant or earmark funds for said projects.

5.2 Roof Repairs Project. Agoura Hills acknowledges that Calabasas has separately secured permission to administer certain roof repairs of the Premises via agreement between Calabasas and the Agoura Hills/Calabasas Community Center Joint Powers Authority and nothing herein shall modify the responsibilities for that separate project.

5.3 Miscellaneous Improvement Projects. Calabasas acknowledges that Agoura Hills has secured federal funding for certain improvements to the Community Center. Agoura Hills and Calabasas shall use good faith efforts to discuss and prepare a list of capital improvement projects for the Premises (*i.e.*, the Community Center) and the financing thereof, including use of any available capital improvements funding from any federal, state, or local grant or earmark funds. Such improvements shall be governed by a separate project-specific agreement among the Parties, which shall include indemnification provisions.

5.4 Mechanics' Liens. Calabasas shall keep the Premises free and clear of all liens and claims of liens for labor, services, materials, supplies, or equipment performed on or furnished to the Premises by or at the request of Calabasas during the Term.

ARTICLE 6 RENT AND PROPERTY TAXES

6.1 Rent. Calabasas shall pay the rent without prior demand and without offset, abatement or deduction.

6.2 Property Taxes and Assessments. Calabasas shall pay, prior to delinquency, all taxes and assessments assessed or imposed upon the Premises, if applicable under governing law.

ARTICLE 7 PERMITTED USE

7.1 Permitted Use. Calabasas shall use the Premises solely for the use specified in Section 1.7 and for no other use or purpose.

7.2 No Nuisance. Calabasas shall conduct its operations in a manner that shall not create a nuisance, as defined by the Calabasas Municipal Code, Section 8.20.030.

ARTICLE 8 MAINTENANCE AND REPAIRS

8.1 Calabasas's Maintenance Obligations. Calabasas shall at Calabasas's cost and expense maintain in good, clean and safe condition and repair, the entirety of the Premises and community center, including the roof, the parking areas, any HVAC systems and any utility systems. Calabasas shall perform maintenance and custodial services.

8.2 Agoura Hills's Right of Entry. Agoura Hills, its agents, contractors, servants and employees may enter the Premises following not less than twenty-four (24) hours' prior written notice to Calabasas (except in the event of an emergency, in which case no notice shall be required) and Agoura Hills's good faith efforts to coordinate such entry with Calabasas's on-site management if any so as to minimize interference with Calabasas's operations (except in a case of emergency, in which case no notice shall be required): (a) to examine the Premises; (b) to perform any obligation required of Agoura Hills under applicable law; (c) to exercise any right or remedy of Agoura Hills under this Lease; and (d) to cure Calabasas's failure to perform its

obligations under this Lease, including work necessary to comply with laws, ordinances, rules or regulations of any public authority – but in all such cases, shall also secure Calabasas’ consent as owner of an undivided half-interest in the Premises.

ARTICLE 9 DAMAGE TO CALABASAS’S PROPERTY; WAIVER

Notwithstanding anything contained in this Lease to the contrary, Agoura Hills and its agents and employees shall not be liable for (a) loss or damage to any property by theft or otherwise, or (b) any injury or damage to person or property resulting from fire, explosion, falling plaster, steam, gas, electricity, water or rain which may leak from any part of the Premises or from pipes, appliances or plumbing work therein or from the roof, street, sub-surface or from any other place or resulting from dampness or any other cause whatsoever, except to the extent (i) resulting from the gross negligence or willful misconduct of Agoura Hills or its contractors, agents, servants or employees or breach of this Lease by Agoura Hills and (ii) not covered by the insurance maintained by Calabasas (or which would not have been so covered if Calabasas had maintained the insurance required to be maintained by Calabasas pursuant to this Lease). Agoura Hills or its agents shall not be liable for interference with light or other similar intangible property interests. Calabasas shall give prompt notice to Agoura Hills in case of fire or accidents in the Premises and of defects therein or in the fixtures or equipment located therein.

ARTICLE 10 INSURANCE AND INDEMNITY

10.1 Insurance. Calabasas, at its sole cost and expense, commencing on the date Calabasas is given access to the Premises, and continuing during the Term, shall procure, pay for and thereafter keep in full force and effect the following types of insurance, in at least the amounts and in the forms specified below, for the protection of Agoura Hills for the specified perils related to Calabasas’ use and operation of the Premises. Calabasas is not obligated to insure Agoura Hills for any other matter unrelated to the Premises. Agoura Hills agrees that Calabasas may provide the requested insurance coverages via a risk pooling joint powers agency, as a California public entity.

(a) **Commercial General Liability (CGL)** with limits no less than Two Million Dollars (\$2,000,000.00) per occurrence basis including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than Two Million Dollars (\$2,000,000) per occurrence. Calabasas shall maintain in force liability insurance, at all times during the term of this Lease and any renewal or extension thereof, which shall insure and indemnify Agoura Hills, the City Council and each member thereof, and every officer and employee of Agoura Hills against liability or financial loss resulting from any suits, claims or actions brought by any person or persons and from all costs and expense of litigation brought against Agoura Hills, the City Council and every member thereof solely for any injury to persons and/or damage to property in, on or about the Premises by reason of the use or occupation by Calabasas or by any other person or persons of the Premises and the activities of Calabasas related to Calabasas’ and its officials, employees, volunteers, invitees, program participants, or any other person or persons’, use and operations of the Premises.

(b) A policy or policies of **Workers Compensation** insurance in the amount required by the State of California related to Calabasas' use and operations of the Premises.

(c) **Accident Insurance** covering all authorized volunteers for accidental death, dismemberment, or paralysis related to Calabasas' and its officials, employees, volunteers, invitees, program participants, or any other person or persons', use and operations of the Premises. Calabasas shall provide evidence of Accident Insurance coverage that provides the same or more coverage than the AH/CCC Authority's current Accident Insurance coverage effective as of July 1, 2022.

(d) **Crime Insurance** against employee theft, forgery or alteration, inside premises theft of money and security, inside premises robbery and safe burglary, outside the premises theft of money and security, compute fraud, fund transfer fraud, money orders and counterfeit paper currency in the amount of One Million Dollars (\$1,000,000) related to Calabasas' and its officials, employees, volunteers, invitees, program participants, or any other person or persons', use and operations of the Premises. Calabasas shall provide evidence of Accident Insurance coverage that provides the same or more coverage than the AH/CCC Authority's current Crime Insurance coverage effective as of July 1, 2022.

(e) **Property Insurance** against all risks of Direct Physical Loss or Damage Including Flood for a total of \$500,000 with sub-limits to apply as follows: (1) \$10,000,000 for Flood Coverage; (2) \$50,000,000 Course of Construction Final Contract Value – Real Property; (3) \$25,000,000 for Newly Acquired Property (reported within 60 days); (4) \$250,000 for Newly Acquired Fine Arts; (5) \$500,000 for Animals; and (6) \$10,000 for Limited Mold—\$100,000 Limited Mold Aggregate Limit - related to Calabasas' and its officials, employees, volunteers, invitees, program participants, or any other person or persons', use and operations of the Premises.

(f) **Automobile Liability:** Covering any auto, or if Calabasas has no owned autos, hired, and non-owned autos, with limits no less than the amount required by law per accident for bodily injury and property damage related to Calabasas' and its officials, employees, volunteers, invitees, program participants, or any other person or persons', use and operations of the Premises.

10.2 Additional Insureds. Agoura Hills shall be **named as an additional insured** on Calabasas's liability and property policies related to Calabasas' and its officials, employees, volunteers, invitees, program participants, or any other person or persons', use and operations of the Premises. Said policies shall be issued by an insurer rated in Best's Insurance Guide with a financial rating of A+ VII or better. If commercially available, said policies shall provide that the insurance coverage shall not be cancelled or reduced by the insurance carrier without Agoura Hills having been given thirty (30) days' prior written notice thereof by such carrier. Calabasas shall not cancel or reduce said insurance coverage.

10.3 Certificate(s) of Insurance. At all times during the term of this Lease and prior to taking possession of the Premises, Calabasas shall maintain on file with Agoura Hills a certificate of insurance issued by the insurance carrier or carriers and showing that the aforesaid insurance policies related to Calabasas' and its officials, employees, volunteers, invitees,

program participants, or any other person or persons', use and operations of the Premises are in effect in the amounts above provided and if requested by Agoura Hills, a copy of each insurance policy. Notwithstanding any other provision to the contrary contained in this Lease, Calabasas shall not have the right to take possession of the Premises until such certificate or certificates are delivered to Agoura Hills.

10.4 Agoura Hills Cure Right. If Calabasas does not keep the insurance required by this Lease in full force and effect, Agoura Hills may obtain the necessary insurance related to Calabasas' use and operations of the Premises and pay the premium thereon, and the repayment thereof shall be paid by Calabasas as additional rent within ten (10) days after written demand by Agoura Hills.

10.5 Waiver of Subrogation. Calabasas's insurance shall be primary to coverage available to Agoura Hills. Calabasas hereby waives any rights of subrogation against the Agoura Hills.

10.6 Indemnity.

(a) "Agoura Hills" for the purposes of this Article shall mean and include Agoura Hills, and its councilmembers, officers, agents and employees. To the fullest extent permitted by law, Calabasas covenants with Agoura Hills that Agoura Hills shall not be liable for any damage or liability of any kind or for any injury to or death of persons or damage to property of Calabasas or any other person from any cause whatsoever related to the use, occupancy or enjoyment of the Premises by Calabasas or its officials, employees, volunteers, invitees, program participants, or any other person on the Premises or holding under Calabasas or this Lease. Calabasas shall pay for, defend (with an attorney reasonably approved by Agoura Hills), indemnify, and save Agoura Hills harmless against and from any real or alleged damage or injury and from all claims, judgments, liabilities, losses, damages, costs and expenses, including reasonable attorneys' fees and costs, arising out of or connected with Calabasas's and its officials, employees, volunteers, invitees, program participants, or any other person or persons', use of the Premises or any repairs, replacements or improvements which Calabasas may make or cause to be made upon the Premises, or any breach of this Lease by Calabasas.

(b) The obligations to indemnify set forth in this Article shall include all reasonable attorneys' fees, litigation costs, investigation costs and court costs and all other costs, expenses and liabilities incurred by the indemnified party from the first notice that any claim or demand is to be made or may be made. All obligations under this Section shall survive the expiration or termination of this Lease.

**ARTICLE 11
DAMAGE**

11.1 Insured Casualty. In the case of damage by fire or other perils covered by insurance, the following provisions shall apply:

(a) Within a period of sixty (60) days after all applicable permits have been obtained (which permits Calabasas shall promptly apply for and diligently seek), Calabasas shall commence such repair, reconstruction and restoration of the Premises to the extent they have been affected by fire or other casualty, and shall diligently prosecute the same to completion.

(b) Notwithstanding the foregoing, if destruction of the Premises occurs during the last nine (9) months of the Term and the estimated time to repair the Premise is more than ninety (90) days, Agoura Hills and Calabasas shall each have the right to terminate this Lease. In each case of a termination under this Article, the termination right shall be exercised by the terminating party giving written notice to the other party within thirty (30) days after the date of destruction, provided that Calabasas shall not have the right to terminate unless all insurance proceeds are delivered to Agoura Hills.

11.2 Uninsured Casualty. If the Premises are materially damaged as a result of any casualty not covered by a deductible (i.e., the cost to repair exceeds the deductible), then Calabasas may terminate this Lease by written notice to Agoura Hills given within ninety (90) days following the date of such damage. If Calabasas does not so terminate, then Calabasas shall promptly commence repair, reconstruction or restoration of the Premises and shall diligently prosecute the same to completion.

11.3 Waiver of Termination. Calabasas waives any statutory rights of termination which may arise by reason of any partial or total destruction of leased premises or improvements, it being intended that this Article 11 shall govern.

ARTICLE 12

ASSIGNMENT AND SUBLETTING

12.1 Assignment. Calabasas may not assign all or any part of this Lease or sublet the Premises (collectively "Transfer") during the Term without consent of Agoura Hills for purposes as allowed by Section 1.7, which consent may not be unreasonably withheld by Agoura Hills and shall be provided within 60 days of a request from Calabasas.

12.2 No Release; Form. No assignment or subletting whether with or without Agoura Hills's consent, shall relieve Calabasas from its covenants and obligations under this Lease.

ARTICLE 13 DEFAULTS

13.1 Events of Default. The occurrence of any one or more of the following events shall constitute an "Event of Default" by Calabasas under this Lease:

(i) failure to pay any sum when due and failure to cure such default within five (5) days after written notice from Agoura Hills to Calabasas;

(ii) failure to perform any other of the promises, covenants or agreements of Calabasas contained in this Lease for more than thirty (30) days after written notice from Agoura Hills (provided, however, if the default cannot be rectified or cured within such thirty (30) day period, the default shall be deemed to be rectified or cured if Calabasas, within such thirty (30) day period, shall have commenced to rectify or cure the default and shall thereafter diligently and continuously prosecute same to completion);

- (iii) an assignment or subletting by Calabasas without Agoura Hills's prior written consent; or
- (iv) failure to maintain the insurance required of Calabasas under this Lease.

13.2 Agoura Hills Remedies. Any notice required to be given by Agoura Hills above shall be in lieu of, and not in addition to, any notice required under Section 1161 of the Code of Civil Procedure of California or any similar, superseding statute. Upon the occurrence of an Event of Default by Calabasas, Agoura Hills may elect to terminate this Lease, and/or exercise all or any of the rights and remedies afforded Agoura Hills by California law given its rights as an owner of an undivided half-interest of the Premises, and as subject to Calabasas' rights as an owner of the other undivided half-interest of the Premises.

13.3 Default by Agoura Hills. Agoura Hills shall not be in default hereunder unless Agoura Hills fails to perform the alleged obligations required of Agoura Hills under this Lease within thirty (30) days after written notice by Calabasas to Agoura Hills specifying wherein Agoura Hills has failed to perform such obligation; provided, however, that if the nature of Agoura Hills's obligation is such that more than thirty (30) days are required for performance, then Agoura Hills shall not be in default if Agoura Hills commences performance within such thirty (30) day period and thereafter diligently prosecutes the same to completion. .

ARTICLE 14 MATTERS OF RECORD

Calabasas agrees that it and all persons in possession or holding under it will conform to and will not violate the terms of any covenants, conditions, restrictions, easements and any other matters currently of record. Calabasas acknowledges that Calabasas has had an opportunity to obtain and review a title report and title exception documents from a title insurance company selected by Calabasas.

ARTICLE 15 UTILITIES AND SERVICES

Calabasas shall pay directly to the appropriate utility company all charges for utility services supplied to the Premises or community center.

In addition, Calabasas, at Calabasas's expense, will cause the Premises to be treated for termites, rodents, and other pests and vermin as often as reasonably necessary.

Regardless of the entity which supplies any of the utility services, Agoura Hills shall not be liable for any failure or interruption of any utility or service. Except as otherwise provided herein, no failure or interruption of any utility or service shall entitle Calabasas to terminate this Lease; provided, however, that Agoura Hills shall use good faith efforts to cooperate with Calabasas to attempt to cause such service to be reasonably restored.

**ARTICLE 16
MISCELLANEOUS**

16.1 Hazardous Materials. During the Term of this Lease, Calabasas, at its sole cost and expense, shall comply with all laws relating to the storage, use, handling and disposal of hazardous, toxic or radioactive matter, including, without limitation, petroleum products, asbestos, and those materials identified in Sections 66680 and 66685 of Title 22 of the California Administrative Code, Division 4, Chapter 30 (“Title 22”), as amended from time to time (collectively, “Hazardous Materials”); provided, however, that the foregoing shall not apply to Hazardous Materials in, on or surrounding the Premises not released by Calabasas or its contractors, employees, agents or customers. Calabasas shall notify Agoura Hills and provide to Agoura Hills a copy or copies of any environmental entitlements or inquiries related to the Premises. The clean-up and disposal of any Hazardous Materials released onto or about the Premises by Calabasas or its agents, contractors or employees shall be performed by Calabasas at Calabasas’s sole cost and expense and shall be performed in accordance with all applicable laws, rules, regulations and ordinances, pursuant to a site assessment and removal/remediation plan prepared by a licensed and qualified geotechnical engineer and submitted to and approved in writing by Agoura Hills prior to the commencement of any work. The foregoing notwithstanding, Agoura Hills in Agoura Hills’s sole and absolute discretion may elect, by written notice to Calabasas, to perform the clean-up and disposal of such Hazardous Materials from the Premises. In such event, Calabasas shall pay to Agoura Hills the actual cost of same upon receipt from Agoura Hills of Agoura Hills’s written invoice therefor. Notwithstanding any other term or provision of this Lease, Calabasas shall permit Agoura Hills or Agoura Hills’s agents or employees to enter the Premises at any time, upon at least one (1) business day’s notice, to inspect, monitor and/or take emergency or long-term remedial action with respect to Hazardous Materials on or affecting the Premises or to discharge Calabasas’s obligations hereunder with respect to such Hazardous Materials when Calabasas has failed, after demand by Agoura Hills, to do so. All costs and expenses incurred by Agoura Hills in connection with performing Calabasas’s obligations hereunder shall be reimbursed by Calabasas to Agoura Hills within thirty (30) days of Calabasas’s receipt of written request therefor.

Calabasas shall defend, indemnify, and hold Agoura Hills harmless from and against any and all claims, liabilities, damages, losses, costs, and expenses (including, without limitation reasonable attorneys’ fees) incurred or suffered by Agoura Hills as a result of Calabasas’s or its invitees’, licensees’, contractors’, agents’ or employees’ storage, use, handling, disposal or release of Hazardous Materials in or about the Premises or the Premises.

16.2 Notices. Every notice, demand or request (collectively “Notice”) required hereunder or by law to be given by either party to the other shall be in writing. Notices shall be given by United States certified mail, postage prepaid, return receipt requested, or by same-day or overnight private courier, addressed to the party to be served at the address indicated in Section 1.9 or such other address as the party to be served may from time to time designate in a Notice to the other party. The delivery of a Notice shall be deemed made within 3 days after deposit into the U.S. mail with respect to certified mail or within 1 business day after deposit with an overnight private courier for overnight delivery.

16.3 Time of the Essence. Time is of the essence of every provision hereof in which time is a factor.

16.4 Surrender; Waiver. At the expiration or any earlier termination of the Term, Calabasas shall peaceably and quietly surrender to Agoura Hills the possession of the Premises free and clear of all claims to or against them by Calabasas or any third person or party. Calabasas shall leave the Premises in good, safe and broom-clean condition. .

16.5 Successors and Assigns. Subject to the terms of this Lease restricting assignment and subletting, all rights and obligations of Agoura Hills and Calabasas under this Lease shall extend to and bind the respective heirs, executors, administrators and the permitted concessionaires, successors, subtenants, and assignees of the parties.

16.6 Waiver of Lease Terms. Any waiver by either party of a breach by the other party of a covenant of this Lease must be in writing, and shall not be construed as a waiver of a subsequent breach of the same covenant.

16.7 Interest on Past Due Sums. Except where another rate of interest is specifically provided for in this Lease, any amount due from either party to the other under this Lease which is not paid when due, shall bear interest at the rate per annum ("Interest Rate") equal to the prime interest rate published from time to time by the Wall Street Journal plus two (2) percentage points (but in no event to exceed the maximum lawful rate) from the date such amount was originally due to and including the date of payment.

16.8 Governing Law. This Lease shall be governed by and construed in accordance with the laws of the State of California without giving effect to the choice of law provisions thereof.

16.9 Attorneys' Fees. In the event that, at any time after the Effective Date of this Lease, either Agoura Hills or Calabasas shall institute any action or proceeding against the other relating to the provisions of this Lease or any default hereunder, the party not prevailing in such action or proceeding shall reimburse the prevailing party for its actual attorneys' fees, and all fees, costs and expenses incurred in connection with such action or proceeding, including, without limitation, any post-judgment fees, costs or expenses incurred on any appeal or in collection of any judgment.

16.10 Quiet Enjoyment. Provided a default by Calabasas does not occur, Calabasas shall have the right of quiet enjoyment of the Premises free from interference by Agoura Hills or by any person or entity claiming rights granted by Agoura Hills.

16.11 Severability. If any provision of this Lease is held or adjudicated to be invalid or unenforceable for any reason, each such portion or provision shall be severed from the remaining portions or provisions of this Lease and the remaining portions or provisions shall be unaffected and remain in full force and effect.

16.12 Memorandum of Lease. Concurrently with the execution and delivery of this Lease, Calabasas shall also execute, acknowledge and deliver to Agoura Hills a Memorandum of Lease in the form attached hereto as Exhibit "B" for recording. Upon the expiration or any earlier termination of this Lease, Calabasas shall execute, acknowledge and deliver to Agoura Hills a

termination of such recorded Memorandum of Lease and/or quitclaim deed in the form prepared by Agoura Hills and submitted to Calabasas.

16.13 Entire Agreement; Amendments. It is understood that there are no oral or written agreements or representations between the parties hereto affecting this Lease and this Lease supersedes and cancels any and all previous negotiations, arrangements, representations, brochures, agreements and understandings, if any, between Agoura Hills and Calabasas. No provision of this Lease may be amended except by an agreement in writing signed by Agoura Hills and Calabasas.

IN WITNESS WHEREOF, Agoura Hills and Calabasas have duly executed this Lease on the day and year first above written.

AGOURA HILLS:

CITY OF AGOURA HILLS

By: _____
_____,'

ATTEST:

Kimberly Rodrigues, MMC, City Clerk

APPROVED AS TO FORM:

Candice K. Lee, City Attorney

CALABASAS:

CITY OF CALABASAS

By: _____
_____,'

ATTEST:

Maricela Hernandez, MMC, City Clerk

APPROVED AS TO FORM:

Matthew T. Summers, City Attorney

EXHIBIT "A"

DESCRIPTION OF LAND

The land referred to herein is situated in the State of California, County of Los Angeles, City of Calabasas and described as follows:

That portion of Lot 17, Tract No. 32952, as shown on Map filed in Book 1081, Pages 30 to 34 inclusive, of Maps, in the office of the recorder of the County of Los Angeles, within the following described boundaries:

Beginning at the intersection of the southeasterly boundary of those certain easements, in said lot, as shown on and dedicated by said map to Los Angeles County Flood Control District for flood control, storm drain and appurtenances, and storm drain ingress and egress purposes with the northeasterly boundary of said lot; thence southeasterly, southerly, westerly, northwesterly and northerly along the northeasterly, easterly, southerly, southwesterly, and westerly boundaries of said lot and following the same in all its various courses and curve to said first mentioned southeasterly boundary; thence northeasterly, southeasterly, easterly and northwesterly along the southeasterly, southwesterly, southerly and northeasterly boundaries of said certain easements and following the same in all its various courses and curve to the point of beginning.

APN: 2064-004-270

EXHIBIT "B"

FORM OF MEMORANDUM OF LEASE

RECORDING REQUESTED BY,
AND WHEN RECORDED MAIL TO:

City of Agoura Hills
30001 Ladyface Court
Agoura Hills, CA 91301
Attn: City Clerk

SPACE ABOVE THIS LINE FOR RECORDER'S USE

The undersigned declare that this Memorandum of Lease is exempt from Recording Fees pursuant to California Government Code Section 27383 and exempt from Documentary Transfer Tax pursuant to California Revenue and Taxation Code Section 11922.

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE (this "Memorandum") is dated as of _____, 2022, and is entered into by and between the CITY OF CALABASAS ("Calabasas"), and the CITY OF AGOURA HILLS ("Agoura Hills").

RECITALS

A. Calabasas and Agoura Hills have entered into that certain Ground Lease dated _____, 2022 (the "Lease"), pursuant to which Agoura Hills has agreed to lease and demise to Calabasas, and Calabasas has agreed to lease and accept from Agoura Hills, Agoura Hills's undivided half interest in that certain building and premises located in the City of Calabasas commonly known as the Agoura Hills/Calabasas Community Center at 27040 Malibu Hills Road, Calabasas, California 91301 (the "Premises"). The Premises are more particularly described in the Lease.

B. Agoura Hills and Calabasas now desire to enter into this Memorandum to comply with applicable law requiring that municipal leases be recorded.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Calabasas and Agoura Hills agree as follows:

1. Lease. Agoura Hills hereby leases and demises the Premises to Calabasas, and Calabasas hereby leases and accepts the Premises from Agoura Hills, for a term commencing on _____ and expiring one (1) calendar year thereafter, unless renewed or modified by the Parties, and at the rental rates and upon the other terms and conditions set forth in the Lease, which are incorporated herein by this reference.

2. Counterparts. This Memorandum may be executed in any number of counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, taken together, shall be deemed to be one and the same instrument.

Exhibit "B"
Page 2 of 5

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Lease as of the date first written above.

AGOURA HILLS:

CITY OF AGOURA HILLS

By: _____
Nathan Hamburger, City Manager

CALABASAS:

CITY OF CALABASAS

By: _____
Kindon Meik, City Manager

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of _____)

On _____, before me, _____,
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of _____)

On _____, before me, _____,
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)



CITY of CALABASAS
CITY COUNCIL AGENDA REPORT

DATE: OCTOBER 17, 2022

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: MICHAEL RUSSO, COMMUNICATIONS DIRECTOR
TONY YIN, IT MANAGER
ARVIN PETROS, MEDIA SUPERVISOR

SUBJECT: RECOMMENDATION TO APPROVE A PROFESSIONAL SERVICE AGREEMENT WITH TRITON TECHNOLOGY SOLUTIONS, INC. FOR INSTALLATION OF NEW EQUIPMENT FOR CTV/VIDEO MASTER CONTROL AND AUDIO-VISUAL EQUIPMENT IN CITY HALL COUNCIL CHAMBERS IN THE AMOUNT NOT TO EXCEED THREE HUNDRED SIXTY-SIX THOUSAND DOLLARS (\$366,000)

MEETING
DATE: OCTOBER 26, 2022

SUMMARY RECOMMENDATION:

Staff recommends that the City Council approve a Professional Services Agreement with Triton Technology, Inc., for installation of new equipment for the CTV/video master control and audio-visual equipment in Council Chambers in City Hall in the amount not to exceed three hundred sixty-six thousand dollars (\$366,000).

BACKGROUND:

In August 2022, the City released a Request for Proposals (RFP) for the project. A few days later, the City held a site visit so potential vendors could visit City Hall and tour the Council Chambers and the adjoining CTV master control area. Potential vendors were able to see the current electronic equipment in both areas and determine what modern equipment would be beneficial in meeting our technical and logistical requirements. When the RFP period ended four weeks later, the City received proposals from the following companies:

- Triton Technology Solutions, Inc.
- Artistic Resources Corporation

City staff reviewed the proposals and is recommending that the City enter into a professional services agreement with Triton Technology Solutions, Inc.

DISCUSSION/ANALYSIS:

Calabasas City Hall opened in 2008. The master control equipment running Calabasas TV Channel 3, and the audio-visual equipment in City Hall Council Chambers is original to the building. That means our technology is from 2007 and is long overdue to be replaced, and is increasingly unstable.

There have been several occasions where our broadcast signal has died during TV channel programming, and we have had to reboot the system. The new equipment will be modern, efficient, and much better able to handle the demands of today's 4K video environment. The new master control equipment will certainly have a smaller footprint in our cramped master control room and will greatly increase efficiency.

It is a similar story with the audio-visual equipment in the Council Chambers that Council members use in every meeting. It is a complex mix of technology to handle a meeting with nearly a dozen participants – each with his/her own microphone – plus, a live audience in Chambers, a television audience and, moving forward, a Zoom virtual audience. Some panelists, virtual or in person, may have a multimedia presentation. It may look seamless when it all comes together, but these many elements can put a real strain on A/V equipment. Using 2007 technology to handle the load is asking for trouble.

FISCAL IMPACT/SOURCE OF FUNDING:

The project will be funded utilizing ARPA (American Rescue Plan Act of 2021) funds that have already been set aside for funding this project in the FY 2021-2022 and 2022-2023 budgets and called for in the City's Capital Improvement Program.

REQUESTED ACTION:

Staff recommends that the City Council approve a Professional Services Agreement with Triton Technology, Inc., for installation of new equipment for the CTV/video master control and audio-visual equipment in Council Chambers in City Hall in the amount not to exceed three hundred sixty-six thousand dollars (\$366,000).

ATTACHMENTS:

Attachment A – Triton Technology Services, Inc. Proposal

Attachment B – Professional Services Agreement with Triton
Technology Services, Inc.



CITY OF CALABASAS

REQUEST FOR PROPOSAL

TV PRODUCTION & AV SYSTEMS UPGRADE PROJECT

Bid Due Date: September 26, 2022

City Clerk's Office

City of Calabasas

100 Civic Center Way

Calabasas, CA 91302

Attn: TV Production & AV Systems Upgrade Project

TABLE OF CONTENTS

<u>INTRODUCTION LETTER</u>	1
<u>QUALIFICATIONS AND EXPERIENCE</u>	3
COMPANY INFORMATION	3
KEY PERSONNEL	4
REFERENCES	8
<u>PROJECT BACKGROUND AND SCOPE OF WORK</u>	9
<u>PROJECT SCHEDULE</u>	13
<u>PROJECT COSTS AND PAYMENT TERMS</u>	16
AV PRESENTATION SYSTEM LINE-ITEM COSTS	17
TV BROADCAST PRODUCTION LINE-ITEM COSTS	19
ANNUAL SERVICE AGREEMENT (AFTER 1 ST YEAR) COSTS	22
<u>PROJECT ASSUMPTIONS AND EXCLUSIONS</u>	25
<u>TERMS AND CONDITIONS</u>	26
<u>TRITON WARRANTY STATEMENT</u>	27




September 21, 2022


City Clerk's Office
City of Calabasas
100 Civic Way
Calabasas, CA 91302
Attn: TV Production & AV Systems Upgrade Project


Dear Sir or Madam,

Thank you for the opportunity to provide you pricing on your TV Production & AV Systems Upgrade Project. We have provided a proposal that is based on the scope of this project which includes the information provided in the RFP Package, attending the job walk, the Basic Systems Signal Flow Diagram, the provided equipment list, and the years of experience designing and installing similar systems.

A general scope of this project is for Triton to provide the services for design, installation, and commissioning to the following systems:

 Council Chamber Audio Visual System which includes the following new equipment; Presentation Matrix Switcher, DSP (Digital Signal Processor), Gooseneck Microphones, Ceiling Microphone, 2 Channel RF Assistive Listening System, additional speaker for the dais, network switch, PC and miscellaneous rack and support equipment. This equipment will be controlled using (2) 12" Tabletop Control Touch Panels that Triton will Program. Triton will also be responsible for the programming of the DSP. All of this Audio-Visual Equipment will support the council meetings with some signals being integrated into the TV Broadcast and Production System. This will also include integration of existing equipment that is currently in use for the Council Chamber Audio Visual system.


 TV Broadcast Production System which includes the following new equipment; five PTX Zoom Cameras, PTZ Camera Controller, Switcher, Switcher Panel, Audio Monitoring, Speakers, Multiview Monitoring and other required monitoring, terminal and conversion hardware, network switch, Hyperdeck recorder, PC, web streaming device, KVM and miscellaneous rack and support equipment. All of this Broadcast and Production equipment will be integrated to support the broadcast of the meetings. This will also include integration into existing On-Air Playback Automation System, Granicus Web streaming with signals also going back into the Council Chamber Audio Visual System.


 Tie lines from Founders Hall AV System integrated into both the Council Chamber Audio Visual System and TV Broadcast Production System.

Triton Technology Solutions, Inc 32234 Paseo Adelanto Suite E-1 San Juan Capistrano, CA 92675
949.388.3919 Office * 866.275.9175 Fax * www.TritonTechnologySolutions.com

This document is confidential between Triton and the City of Calabasas and cannot be shared with anyone outside of either organization without approval from either organization.

Other services Triton will be providing as part of this project include:

 Decommission and Removal of existing systems and equipment. Triton will decommission and remove equipment that will no longer be in use.

 Design and Integration of Owner Furnished Equipment. There will be existing equipment Triton will need to include in the design and integration of the new systems.

The RFP calls for the integration contractor to fully develop and design these systems. To do this we will follow our Project Process, which regardless of size, we follow. Our Project Process which includes detailed project design, engineering, and install/build/test phase criteria. Each set of project design phase deliverables builds upon the previous one, adding definition and detail. Within each Project Phase, we follow good engineering practices and standards and abide by all required local, state, and federal codes and laws. As part of our process, Triton produces a complete set of deliverables upon project completion. These deliverables include hard and electronic copies of all “as-built” CAD drawings, all technical documentation, all equipment and system manuals, and all warranty information. Until the design is complete the city needs to consider this proposal as not final as equipment may need to change based on the final design. The RFP did not ask for the contractors to consider adding a contingency, but I would highly suggest the city adds a contingency to this project. A contingency may need to be required as equipment may need to be added or changed based on the final design.

Thank you for the consideration of our proposal. Please do not hesitate to contact me if you have any questions or concerns.

Sincerely,

Kristen Tetherton
President

QUALIFICATIONS AND EXPERIENCE – COMPANY INFORMATION

Purpose




To design and build state of the art broadcast, production, audio-visual, and content distribution systems. Triton Technology Solutions is committed to serving our clients as a technology partner.

Vision












Our vision is that every Triton client would be equipped with the facilities and tools necessary for successfully completing their goals and purpose.

Mission Statement

Our Mission is to turn a complex world of audio and video technology into a simple solution by:

-  Providing a collaborative experience with our clients.
-  Partnering with our clients as their technical experts or engineering arm.
-  Providing the highest quality services and deliverables.
-  Always doing what is right for our clients.
-  Serving the Broadcast, Production, Sports, Corporate, House of Worship, Media/Entertainment, Education and Government Markets.
-  Executing and implementing our client's visions.
-  Providing support during and after project completion.

Licenses and Certifications

-  Triton holds a C7 Contractors License in the State of California. License # 951869
-  Triton is certified as a Woman Business Enterprise Certification #: WBE1802450
-  Triton is certified as a Small Business (Micro) Certification ID: 1409480
-  Various certifications held by Triton's staff:
 -  OSHA 10 & 30, CPR, First Aid
 -  Crestron DMC-T-4K, DMC-D|4K, DMC-E-4K, DM-NVX, DM-NVX,N
 -  Audinate DANTE LEVELS 1, 2, & 3
 -  Biamp Be2 Audio DSP Certification
 -  AVIXA CTS
 -  Zoom Room University Certifications 1-8 Partner Technical Training
 -  Newtek Sales, Live Production, and 3Play Certifications

QUALIFICATIONS AND EXPERIENCE – KEY PERSONNEL

The executive in charge of this project with all engineering and management responsibilities is Brian Rose. Kristen Tetherton will be responsible for the project management and administration of the project.

The Key Personnel are:

- Kristen Tetherton, President
- Gus Allmann, Chief Technology Officer
- Brian Rose, Vice President of Engineering

Contact Information is as follows:

Kristen Tetherton	Email kristen@tritontech.tv	Phone (949) 388-3919
Gus Allmann	Email gus@tritontech.tv	Phone (619) 990-2409
Brian Rose	Email brian@tritontech.tv	Phone (760) 285-7759

Following are brief biographies of the Triton team which highlight their skills, experience, and quality certifications.

Kristen Tetherton is one of the original founders of Triton Technology Solutions, Inc. and is the President of the company. Kristen began her career in the television broadcast, production, and audio-visual industry in 1991 after graduating San Diego State University with a Bachelor of Arts degree in mathematics. Kristen fell into this industry and became successful through hard work, diligence, and an aptitude to understand. She learned the equipment, technology, operations, and workflows of the television broadcast, production, and audio-visual industry. She had the support of several strong mentors along the way.

Kristen's career in this industry has spanned 31 years. She previously worked for Ikegami Electronics, Shoreline Video, Burst Communications and TV Magic. For the past twenty-two years Kristen has been focused on Broadcast, Production and Audio-Visual Integration Projects for local government, corporate, networks, house of worship, colleges, and universities

In 2010 Kristen decided to form Triton Technology Solutions, Inc. with partners Gus Allmann and Pat Thompson. Pat Thompson left the company in 2015 to be a stay-at-home dad. Gus Allmann and Brian Rose are Kristen's current partners.

As the President of Triton, Kristen provides strategic leadership for the company and employees. She collaborates with her team to establish long-range goals, strategies, plans and policies. She continues to collaborate directly with clients through the sales process, project management, design, and implementation of the system. Kristen surrounds herself with an effective and competent team and continues to be part of the sale process, which she thoroughly enjoys.

Kristen thrives on interesting and challenging projects. One of her most challenging projects was the installation and mounting of a 4.5M satellite dish on the top of a six-story building in downtown Los Angeles. This was challenging not because of the technology but the coordination it took with many entities; City of Los Angeles departments (Police, Permit, Traffic Control), crane, contractors, building owner, and freight carrier. One of the most interesting projects was a feasibility study and subsequent implementation of a tapeless video recording system for JAXA (the Japanese space agency) that was installed on the International Space Station.

Kristen enjoys working in this industry and has continued to learn and grow throughout her career **BECAUSE TECHNOLOGY NEVER ENDS.**

Gus Allmann has been actively involved in every aspect of television and related technologies since 1970. He has held many technical, operational and management positions within the industry from technician to Executive Vice President of Engineering, to presently Chief Technology Officer. He has operational experience as a camera operator, recording engineer, producer, director, and Vice President of Operations. His management expertise has been honed to a fine skill by leading diverse teams of varying skill level to obtain outstanding results in media services management, project, and program management. Gus's background gives him extensive and unique insight into all aspects of the television and media industry.

Gus's background includes 19 years with the federal government providing technical support and management of media services for 8 sites around the world. He has also technical, general and sales management of several southern California video integrators and dealerships. Gus has the business, management, and engineering expertise to provide a comprehensive understanding of any system requirements to meet a wide range of customer expectations.

In 1999, Gus founded system integrator TV Magic with Steve Rosen. Gus headed TV Magic's engineering efforts creating standards for design documentation, installation procedures and all project processes. Under Gus's direction in a few short years, TV Magic grew to be an industry leader in broadcast systems design and integration completing many high-profile projects and winning many industry kudos and awards. As Vice President of Engineering, Gus was responsible for the corporate level engineering standards, practices, and training for engineering personnel at offices in San Diego, Burbank, and New York/New Jersey. He provided critical design review of all engineers within the company including contract engineers and was the Responsible Managing Official (RMO) for the California Contractors C-7 license. While Gus supervised all engineering aspects of TV Magic projects, he maintained personal involvement as design engineer in several high-profile projects. Gus's design for Trinity Broadcasting Network's affiliate automated master control systems (160 channels across 32 affiliates) earned a prestigious Broadcast Engineering Magazine Excellence Award in 2007. Gus also completed the design and supervised integration of a state-of-the-art all digital tapeless news facility for the FOX Network affiliate in San Diego.

Gus brings an extremely high level of knowledge, experience, and confidence in television related technologies to all of his projects. He has the foresight to “future proof” designs and to make cost effective use of available technology. Capable of “pushing the envelope,” he ensures that technology is properly applied with the ergonomics of systems design and workflow patterns paramount to each project, ensuring that technical excellence does not outweigh human factors.

Gus maintains his technical expertise through direct contact with manufacturers, training programs, customers, and professional organizations such as the Society of Broadcast Engineers (SBE) and the Society of Motion Picture and Television Engineers (SMPTE), the National Systems Contractors Association (NSCA), and others. He has published articles on facility design in Broadcast Engineering and co-authored other articles for various TV Technology publications.

Brian Rose is Triton’s Vice President of Engineering and has been in broadcast operations and engineering for more than twenty years. He began his broadcasting career at a three-station radio group in Susanville, CA. Upon moving to Las Vegas, NV, he worked as a broadcast engineer and designated Chief Engineer for radio stations KNUU and KRLV.

Shortly after moving to Las Vegas, he was hired as MIS Manager for the Talk America Radio Networks and promoted to Director of Engineering. After Talk America was purchased by the IDT Corporation, Brian supervised moving the nationally syndicated network to Newark, NJ, including the transfer of programming and operations. In addition, Mr. Rose designed and managed the construction of a new digital studio complex. This state-of-the art facility was featured in multiple industry leading trade publications including Radio World and BE Radio.

While at IDT Corporation, Brian served as Vice President of Engineering & Operations for WMET in Washington DC (another network purchased by IDT). He supervised a 50-Kilowatt power upgrade at an AM transmitter site, designed and managed the construction of a new 8500 sq. ft digital studio complex containing two production rooms, a master control studio, talk studio, and a newsroom for the WMET network.

Brian relocated back to his home-state of California in the early 2000’s, where he began working at TV Magic as a Project Engineer. He participated in various projects including worship center A/V and TV production, city council chambers A/V and TV production, community center A/V projects, and more.

He supervised the offsite and onsite work for HD upgrades at both the Saddleback Church in Lake Forest, CA and for Word of Life Christian Center in Las Vegas, NV. He served as Project Engineer for the David H. Koch Theater at Lincoln Center in New York City, designing, and supervising the installation of the broadcast center, in-house IPTV system and Media Asset Management systems.

Brian joined Triton Technology Solutions, Inc. in 2011 as a Project Engineer. Brian recently led the design teams on the City Council Chambers upgrades projects for the cities of Costa Mesa, Irvine, Santa Barbara, and Palm Springs, as well as new broadcast video and radio production facilities for Saddleback College. He oversees service work for all of Triton's service contracts providing continuity with these facilities and continues to be involved in expansions and changes at various facilities.

Certifications include: AVIXA CTS, Extron AV Associate, Biamp Be2, Crestron DMC-E-4K, Chief Certified Partner, Audinate DANTE II.

Additional training includes manufacturer training from Solid State Logic, AMX, Crestron, Evertz, Ross Video, Premier Mounts, and others.

QUALIFICATIONS AND EXPERIENCE – REFERENCES

Triton has been designing and building similar systems to the City of Calabasas TV Production & AV System Project. Here is a list of current clients that you can contact to talk about the services we have provided them through the years including Audio Visual, Production and Broadcast Systems.

CITY OF SANTA BARBARA

Tony Ruggieri, Production Supervisor

PH: (805)564-5311

Email: truggieri@ci.santa-barbara.ca.us

CITY OF IRVINE

Tom MacDuff, Media Services Coordinator

PH: (949) 724-6216

Email: tmacduff@ci.irvine.ca.us

COUNTY OF SANTA BARBARA

Paul Westmacott, CSBTV CH 20

PH: (805) 636-9026

Email: pwestmacott@countyofsb.org

CITY OF COSTA MESA

Jeff Trujillo, Production Coordinator

PH: (714) 754-5171

Email: JEFF.TRUJILLO@costamesaca.gov

CALIFORNIA BAPTIST UNIVERSITY

Jason Stephenson, Director of Media Production

PH: (951) 552-8004

Email: jstephenson@calbaptist.edu

PROJECT BACKGROUND

The City of Calabasas has put out an RFP to upgrade their TV Production and Audio-Visual Systems.

SCOPE OF WORK

This scope of work includes Triton performing all phases detailed below in our Project Process with the deliverables detailed in each phase.

Triton's Design will include the equipment specified in the RFP and quoted in this proposal. We rely heavily on our Project Process, which is outlined below. There may be equipment additions or changes as we go through this process so the city should be prepared to have a contingency added to our proposal or the contractor they choose to award this contract to.

PROJECT PROCESS

This project includes our Project Process, which describes our approach and methodology to a design and build project. The entire process is made up of four phases in which each one is built upon the other.

The two phases, Program Phase and Design Phase, will require collaboration between us and the City of Calabasas to define all the project requirements. Without collaboration, it is not possible to define the customer's objectives and expectations, nor design a system that will meet them

Within both the Program and Design Phase, the client will be required to review and approve all deliverables before proceeding to the next phase. This allows the client to fully understand their systems specification, capabilities, budgets, timelines, etc. This review and approval process confirms that the design is meeting their objectives and expectations.

The Project Process includes value engineering throughout the entire process, which allows us to discuss alternative designs, products and/or processes that could be applied to the project with the benefit of saving the customer money.

Our Project Process is as follows:

- I. **PROGRAM PHASE:** The first phase of the process is to develop the conceptual design and define overall project goals. This phase allows the project team to brainstorm at a high level and determine the specific functionality for each system area and location of the project. The deliverables of this phase include block and flow diagrams, a Rough Order of Magnitude (ROM) estimate of proposed equipment, space layout drawings and preliminary functional description of the system.
 - a. Conduct and attend up to 3 Meetings, one onsite and two remote meeting.

- b. Provide Needs Analysis
- c. Review Existing Documentation – Facilities
- d. Benchmark Comparable Facilities
- e. Conduct Program Meeting – Management, Operator, Engineering
- f. Program Report including:
 - i. Conceptual Design
 - ii. ROM estimate of proposed equipment
 - iii. Equipment Demonstrations
 - iv. Preliminary functional description of system
- g. This phase is signed off as completed by the client before moving to Design Phase.

II. DESIGN PHASE: The Design Phase refines the research and design findings from the Program Phase. This second phase takes the information from Program Phase and develops the design into detail. Once this phase is completed, the client will know everything that needs to be known about the project from a technical standpoint including how all equipment will be wired, where the equipment will be installed, what size technical furniture or number of racks will be required, as well as electrical and mechanical requirements. A final Bill of Material is prepared inclusive of specific line-item equipment lists. This phase includes the following:

- a. Conduct and attend up to four Meetings, two onsite and two remote meetings.
- b. Research Benchmark Equipment
- c. Develop System Design
- d. Establish the Infrastructure
 - i. Concept
 - ii. Schematic, Design (Wire Diagrams)
- e. Critical Design Review of Technical Systems
- f. Final space planning, floor plans, equipment locations, etc.
- g. Rack elevations and/or console and furniture layouts
- h. Mounting Details (Projector, Monitors, Cameras, etc.)
- i. I/O Panel Design and Layout
- j. Identification of power, and conduit requirements. The customer will complete the implementation of power and conduit requirements.
- k. Deliverables and Approval
 - i. Provide 11X17 Drawings using Triton Title Blocks in both hard and soft copy. Soft copy is delivered in both AutoCAD and pdf formats. Drawings include single line drawings that document every cable and all the equipment that will be installed in this project. (Cables not documented include power, keyboard, and mice.) Depending on the project other drawings may include floor plans, reflected ceiling plan, console and rack elevations.
 - ii. Provide Bill of Material (BOM) in both hard and soft copy formats. Soft copy is provided in both Excel and pdf formats. It will be formatted with the following order: item #, quantity, manufacturer, equipment model #, description, price, and extended price. If there is Customer Furnished

Equipment (CFE) that is required in this project, those items will be designated as CFE on the BOM with no price associated with it.

- iii. Provide Cable Database in both hard and soft copy formats. Soft copy is provided in Excel format.
- iv. Project cost quote for remaining phases.
- v. Project Timeline for remaining phases.
- I. This phase is signed off as completed by the client before moving to Installation Phase.

III. INSTALLATION PHASE: Once the customer approves the design, the project moves to the installation phase. Deliverables and activities in this phase are as follows:

- a. Installation Coordination Meeting
- b. Create cable labels
- c. Prepare Submittals
 - i. Shop Drawings
 - ii. Sample Finishes
 - iii. Detailed Technical Drawings
- d. Customer to procure all equipment
- e. Prepare New Site for Installation
 - i. Rack
 - ii. Grounds
 - iii. Cable Trays
- f. Pre-Assembly and testing
- g. Assemble and test the Technical System
- h. Install Equipment
- i. Run Cables
- j. Label all cables and equipment
- k. Vendor Commissioning
- l. Deliverable
 - i. All Equipment Installed
 - ii. Wiring Complete
- m. This phase is signed off as completed by the client before moving to Commissioning Phase.

IV. COMMISSIONING PHASE: This is the system startup phase where the equipment and wiring are tested, operational parameters set, and configured to ensure complete functionality. Triton coordinates operational training provided by the equipment manufacturer. The working system is delivered to the client as a fully functional and operating system. This phase includes system acceptance by the customer, as-built engineering drawings delivery, and overall technical system review. Deliverables and activities in this phase include:

- a. Set equipment parameters
- b. Preliminary Tests
- c. Generate Punch List
- d. Inspect, Test, and Align System
- e. Up to 10 Hours of system and technical review for the CUSTOMER'S technical staff responsible for the maintenance and troubleshooting of the system is included at no cost. The 10 hours is over the course of two days.
- f. Deliverables
 - i. Final As-Built Engineering Drawings will be provided in both Hard and Soft Copy.
 - 1. One set of bound notebooks(s) will be provided to house the hard copy drawings printed on 11"X17" size paper.
 - 2. Two USB Drives with electronic copies of:
 - a. AutoCAD dwg files of the as-built drawings
 - b. Adobe pdf files of the as-built drawings
 - c. Microsoft Excel Wire List
 - ii. Items delivered to the customer that were included with any new equipment
 - 1. Operational Manuals (if provided by manufacturer)
 - 2. Manufacturer CD's containing the software versions and releases installed on the equipment (if applicable)
 - 3. Equipment accessories/options not needed during the installation
 - 4. Other technical information that may have been provided
- g. Project Sign Off from Client



CALABASAS PROJECT SCHEDULE	DATE: 9/20/22 REVISION: 0
-----------------------------------	--------------------------------------

BIDDING AND CONTRACT PHASE

Name	Assigned To	Timeline - Start	Timeline - End	MEETING TYPE
Bid due date	Triton	2022-09-26	2022-09-26	N/A
Bid Awarded	Calabasas	2022-09-26	2022-10-26	N/A
Contract or PO executed	Calabasas	2022-11-04	2022-11-04	N/A
		2022-09-26	2022-11-04	

PROGRAM PHASE

Name	Assigned To	Timeline - Start	Timeline - End	MEETING TYPE
Kick Off Meeting	Triton, Calabasas	2022-11-11	2022-11-11	Onsite
Develop Conceptual Design	Triton	2022-11-14	2022-12-02	N/A
Review of Conceptual Design	Triton, Calabasas	2022-12-06	2022-12-06	Remote
Update Conceptual Design and ROM Budget	Triton	2022-12-07	2022-12-23	N/A
Final Conceptual Design and ROM Budget Meeting	Triton, Calabasas	2022-12-26	2022-12-26	Remote
Conceptual Design and ROM Budget Approval	Calabasas	2022-12-27	2023-01-06	N/A
Order Equipment with Long Lead Times	Triton	2023-01-09	2023-01-13	N/A
		2022-11-11	2023-01-13	

DESIGN PHASE

Name	Assigned To	Timeline - Start	Timeline - End	MEETING TYPE
Detail Drawing Development	Triton	2023-01-16	2023-02-17	N/A
Detail Drawing Review	Triton, COSB	2023-02-22	2023-02-22	Onsite
Detail Drawing Finalization	Triton	2023-02-23	2023-03-17	N/A
Final Design and Bill of Materials Review	Triton, COSB	2023-03-22	2023-03-22	Onsite
Detail Design and Bill of Materials Approval		2023-03-23	2023-03-31	N/A
		2023-01-16	2023-03-31	

INSTALLATION PHASE

Name	Assigned To	Timeline - Start	Timeline - End	MEETING TYPE
Order remaining equipment and materials	Triton	2023-04-03	2023-04-07	N/A
Receive Equipment and Materials	Triton	2023-04-10	2023-06-02	N/A
Onsite Installation	Triton	2023-06-05	2023-06-23	Onsite
		2023-04-03	2023-06-23	

COMMISSIONING PHASE

Name	Assigned To	Timeline - Start	Timeline - End	MEETING TYPE
Commission Equipment	Triton	2023-06-26	2023-06-30	Onsite
Training 1st Day	Triton, Calabasas	2023-06-30	2023-06-30	Onsite
Training on 2nd Day	Triton, Calabasas	2023-07-11	2023-07-11	Onsite
Triton Attend 1st Meeting	Triton, Calabasas	2023-07-11	2023-07-11	Onsite
Delivery of As-Built Drawings and Sign Off	Triton	2023-07-11	2023-07-11	N/A
Calabasas Sign off on Project	COSB	2023-07-11	2023-07-11	N/A
		2023-06-26	2023-07-11	

PRICING

The total for the project is as follows:

 AV Presentation:	\$143,749.63
 TV Broadcast Production:	\$160,663.72
<hr/>	
PROJECT TOTAL:	\$304,413.35
  Optional Annual Service Agreement:	 \$ 13,250.00¹
¹ Not included in project total above.	

Following this page is the breakdown of the AV Presentation and TV Broadcast Production Individual costs for the equipment, labor, and installation materials prices.







The Optional Annual Service Agreement will follow the breakdown of costs for the AV Presentation and TV Broadcast System costs.

PAYMENT TERMS

Payment terms for this project is as follows:

EQUIPMENT AND INSTALLATION MATERIALS - Equipment and Installation materials to be invoiced once shipped to your warehouse, or Triton's, whichever occurs first with payment due in Net 30 days.

LABOR – Labor to be invoiced with payment due in Net 30 days at the following milestones:

-  10% of the Labor to be invoiced at time of kick off meeting
-  10% to be invoiced at time that conceptual drawing is delivered for review.
-  10% to be invoiced at time that 1st single line drawing is delivered for review.
-  30% to be invoiced at the completion of the first week of installation.
-  30% to be invoiced at the completion of the 3rd week of being onsite.
-  10% to be invoiced upon the delivery of the As-Built Drawings.

CUSTOMER: City of Calabasas
 ADDRESS:
 CONTACT:
 PHONE #:
 EMAIL:



32234 Paseo Adelanto Suite E-1 | San Juan Capistrano, CA 92675
 phone: 949.388.3919 | fax: 866.275.9175
 www.TritonTechnologySolutions.com | contractor's license #951869

QUOTE DATE: September 22, 2022
 PROPOSAL #: Calabasas BOM_V0
 AV PRESENTATION
 SHEET TAB: SYSTEM

ITEM #	QTY	MANUFACTURER	MODEL #	DESCRIPTION	PRICE	EXTENDED PRICE
VIDEO PRESENTATION AND CONTROL						
1	1	Extron	60-1545-009067	AV CrossPoint Series matrix switcher router Custom XTP II 1600-AAEEEE80 XTP II CROSSPOINT 1600 FRAME XTP CP 4i 4K INPUT - 26W XTP CP 4i 4K INPUT - 26W XTP II CP 4i HDMI 4K PLUS INPUT XTP II CP 4i HDMI 4K PLUS INPUT XTP CP 4o 4K OUTPUT - 26W XTP CP 4o 4K OUTPUT - 26W XTP II CP 4o HDMI 4K PLUS OUTPUT XTP MATRIX I/O BLANK PLATE NOTE: This frames input slots are filled and there is only one output slot available. To move to the next size frame is approximately \$10,000 more..	\$24,052.00	\$24,052.00
2	2	Extron		Matrix Switcher Input Receiver Board - <u>Included in above.</u>	\$0.00	\$0.00
3	2	Extron		Matrix Switcher Output Transmit Board - <u>Included in above.</u>	\$0.00	\$0.00
4	2	Extron		Matrix HDMI Board Input Board - <u>Included in above.</u>	\$0.00	\$0.00
5	1	Extron		Matrix HDMI Board Output Board - <u>Included in above.</u>	\$0.00	\$0.00
6	4	Extron	60-1524-01	XTP SR HD 4K HDMI Twisted Pair Scaling Receiver	\$853.00	\$3,412.00
7	4	Extron	60-1524-12	XTP T HD 4K HDMI to Twisted Pair Transmitter Note: This called for scaling but Extron offers only scaling on receivers, not transmitters.	\$822.00	\$3,288.00
8	4	Extron	60-1524-12	XTP T HD 4K PC/Laptop connection transmitters	\$822.00	\$3,288.00
9	1	Extron	60-1429-01	IPCP PRO 250 Control Processor	\$822.00	\$822.00
10	2	Extron	60-1788-02	TLP Pro 1225TG 12" Tabletop Control Touch Panel	\$3,162.00	\$6,324.00
11	2	Extron	60-1361-01	PI 140 POE Injectors	\$209.00	\$418.00
12	1	Barco	C-10	ClickShare Includes C-10 Base and (1) Gen4 Button	\$1,437.00	\$1,437.00
13	8	Lilliput	A11	10.1" 4K HDMI & 3G Monitor	\$312.00	\$2,496.00
14	8	VIVO	STAND-V001R	Tilttable Low Profile Monitor Stand	\$75.00	\$600.00
15	2	AJA	3GDA-R0	1:6 HD DA - 1x6 3G HD/SD SDI reclocking Distribution Amplifier, 120M 3G Cable Equalization	\$399.00	\$798.00
16	1	Netgear	GSM4352PA-100NES	Netgear M4300 - 48x1G PoE+ 480W, 2x10G, 2xSFP+ Managed Switch Note: Cisco switches are not available. The City can supply the switches if they have access to Cisco.	\$2,533.00	\$2,533.00
SUBTOTAL:						\$49,468.00
SOUND REINFORCEMENT						
17	7	Shure	MX418D/C	Desktop Microphones 18" Gooseneck w/LED & Desktop Base	\$299.00	\$2,093.00
18	1	Biamp	Tesira Server IO-AVB	DSP Digital Signal Processor Server Chassis w 48 Channel I/O	\$5,063.00	\$5,063.00
19	1	Biamp	Tesira SVC-2	DSP Modular Phone VOIP/SIP Receiver Card	\$444.00	\$444.00
20	3	Biamp	Tesira SIC-4	DSP 4 Input Mic/Line Card	\$257.00	\$771.00
21	1	Audix	MW70WD / DN43	The M70WD is a steerable, flush-mount condenser microphone designed for distance miking. The DN43 is an analog-to-Dante (or AES67) interface for the Audix M3 tri-element microphone. Note: Biamp JB-CM1 is discontinued with no replacement.	\$1,208.00	\$1,208.00
22	2	Biamp	Tesira SOC-4	DSP 4 Output Line Card	\$225.00	\$450.00
23	1	Biamp	Tesira DAN-1	DSP 64X64 Dante Module	\$1,032.00	\$1,032.00
24	1	Biamp	EX-LOGIC	Ethernet Logic 16 Channel	\$438.00	\$438.00
25	1	Marshall	AR-DM51-B	1RU Digital Audio Monitor/Speaker Rack Mount	\$892.00	\$892.00
26	4	Ross	ADA-8405-C-R2C	1 x 4 Stereo Analog Audio DA	\$437.00	\$1,748.00
27	1	Listen Tech	LS-31-072	3 Channel RF Assistive Listening System Includes: One (1) LT-803-072-01 3-Channel RF Transmitter (72 MHz) One (1) LA-122 Universal Antenna Kit One (1) LA-326 Universal Rack Mounting Kit Four (4) LR-3200-072 Intelligent DSP RF Receiver Four (4) LA-401 Universal Ear Speaker Two (2) LA-430 Intelligent Ear Phone/Neck Loop Lanyard One (1) LPT-A107-B Dual RCA to Dual RCA Cable 6.6 ft. (2 m) One (1) LA-423-01 4-Port USB Charger One (1) LA-304 Assistive Listening Notification Signage Kit Additional Receivers, or Neck Loops maybe required depending on occupancy of council chamber	\$1,276.00	\$1,276.00
28	2	Shure	MXN5W-C+TB-V	Stereo Speakers for Directional Dais Sound	\$437.00	\$874.00
SUBTOTAL:						\$16,289.00
NETWORKING SYSTEM						
29	1	Netgear	GSM4352PA-100NES	Netgear M4300 - 48x1G PoE+ 480W, 2x10G, 2xSFP+ Managed Switch Note: Cisco switches are not available. The City can supply the switches if they have access to Cisco.	\$2,533.00	\$2,533.00

CUSTOMER: City of Calabasas
 ADDRESS:
 CONTACT:
 PHONE #:
 EMAIL:



32234 Paseo Adelanto Suite E-1 | San Juan Capistrano, CA 92675
 phone: 949.388.3919 | fax: 866.275.9175
 www.TritonTechnologySolutions.com | contractor's license #951869

QUOTE DATE: September 22, 2022
 PROPOSAL #: Calabasas BOM_V0
 AV PRESENTATION
 SHEET TAB: SYSTEM

ITEM #	QTY	MANUFACTURER	MODEL #	DESCRIPTION	PRICE	EXTENDED PRICE
30	1			Miscellaneous Cabling Included in Materials cost below	\$0.00	\$0.00
SUBTOTAL:						\$2,533.00
CONSOLE RACKS AND SUPORT EQUIPMENT						
31	1			Miscellaneous Rack Support and Modification Hardware Allotment Estimated Budget	\$750.00	\$750.00
SUBTOTAL:						\$750.00
PC/SERVER EQUIPMENT						
32	1	Dell	Precision 7920 Rack Workstation	Intel® Xeon® Bronze 3204 (8.25 MB cache, 6 cores, 6 threads, up to 1.90 GHz, 85 W) *Windows 11 Pro for Workstations * NVidia T400 4GB, GDDR6 * 16 GB, 2X8 GB memory * 2.5" 500GB 7200rpm SATA Hard Drive * Precision 7920 Rack Chassis CL Note: Dell 3930 Precision Rack GEN10 Server Intel Xeon E-2134 Processor, 16GB 500W PS not available. There are two models of 3930 9th generation available.	\$3,022.00	\$3,022.00
SUBTOTAL:						\$3,022.00
OWNER FURNISHED CONTRACTOR INSTALLED (PROVISIONING REQUIRED)						
33	1			Digital Speaker Timer System Trigger integration	\$0.00	\$0.00
34	1			Integration of 9 additional current mics (2 wireless)	\$0.00	\$0.00
35	1			Existing Power Amplifiers and Speakers	\$0.00	\$0.00
36	1			Current AV sources processing through new system	\$0.00	\$0.00
37	1			I/O panels in Chamber (replacing some connections)	\$0.00	\$0.00
SUBTOTAL:						\$0.00
SYSTEM INTEGRATION						
38	1	Triton	LABOR	Project Development, System Design, Drawings and Docs	\$11,075.00	\$11,075.00
39	1	Triton	LABOR	Installation of Systems and Equipment	\$22,000.00	\$22,000.00
40	1	Triton	LABOR	Onsite Commissioning and Programming of Systems	\$19,500.00	\$19,500.00
41	1	Triton	LABOR	System Training, 10 hours total, 2 separate days	\$1,500.00	\$1,500.00
SUBTOTAL:						\$54,075.00
INSTALLATION MATERIALS						
42	1	Triton	MATERIALS	Installation Materials includes non-plenum cables, connectors, rack screws, cable labels, cable ties and other consumables required for the installation of the above equipment.	\$8,034.00	\$8,034.00
SUBTOTAL:						\$8,034.00
TERMS AND CONDITIONS: 1. This quotation is valid for 30 days from quote date. 2. Payment terms available upon credit approval. 3. Pricing is based on a cash discount, not the use of a credit card. Payments made by credit cards will incur a 4% increase to the total. 4. Ground freight is estimated and billed at the cost Triton incurs. 5. Labor quoted, is not a condition of the equipment being purchased from Triton. 6. This information is confidential between Triton and the named Customer above and cannot be shared with anyone outside of either organization without approval from either organization. 7. Freight is taxable when Triton receives the equipment then either delivers it or ships it to the customer. Freight is non taxable when Triton's supplier ships directly to the customer.				VIDEO PRESNETATION AND CONTROL:		\$49,468.00
				SOUND REINFORCEMENT:		\$16,289.00
				NETWORKING SYSTEMS:		\$2,533.00
				CONSOLE RACKS AND SUPPORT EQUIPMENT:		\$750.00
				PC SERVER EQUIPMENT:		\$3,022.00
				OWNER FURNISHED CONTRACTOR INSTALLED (PROVISIONING REQUIRED):		\$0.00
				INSTALLATION MATERIALS:		\$8,034.00
				GROUND FREIGHT ESTIMATE BILLED AT COST (DROP SHIP TO CLIENT NON-TAXABLE):		\$1,762.11
				TAX @:	9.50%	\$7,776.52
				SYSTEM INTEGRATION LABOR:		\$54,075.00
				CALIFORNIA E-WASTE RECYCLE FEE: \$4.00/Monitor 4" - 14.99" \$5.00/Monitor 15"-34.99" \$6.00/Monitor 35" or larger		\$40.00
				TOTAL:		

CUSTOMER: City of Calabasas
 ADDRESS:
 CONTACT:
 PHONE #:
 EMAIL:



32234 Paseo Adelanto Suite E-1 | San Juan Capistrano, CA 92675
 phone: 949.388.3919 | fax: 866.275.9175
 www.TritonTechnologySolutions.com | contractor's license #951869

QUOTE DATE: September 22, 2022
 PROPOSAL #: Calabasas BOM_V0
 SHEET TAB: TV BROADCAST PRODUCTION

ITEM #	QTY	MANUFACTURER	MODEL #	DESCRIPTION	PRICE	EXTENDED PRICE
CAMERA/ROBOTICS SYSTEMS & GRAPHICS						
1	5	Panasonic	AW-UE50KPJ	24X Optical Zoom PTZ Camera (Black)	\$2,974.00	\$14,870.00
2	1	Panasonic	AW-RP60GJ5	Touchscreen Remote Camera Controller	\$2,002.00	\$2,002.00
3	1			Bracket Allotment and Connection Point Wall Mount or Ceiling Mount Hardware with 1 Gang Connection Plate.	\$299.00	\$299.00
4	1	Newblue	Fusion 2 SDI	1 RU 1 Channel Rack Unit HD Character Generator	\$8,466.00	\$8,466.00
					SUBTOTAL:	\$25,637.00
SWITCHER, MIXER AND MONITORING SYSTEMS						
5	1	Blackmagic Design	BMD-SWATEMSCN2/1ME2/HD	ATEM 2 M/E Constellation HD Live Switcher	\$1,478.00	\$1,478.00
6	1	Blackmagic Design	BMD-SWPANELADV1ME10	ATEM 1 M/E Advanced Panel	\$2,765.00	\$2,765.00
7	1	Mackie	MAC-2047800-00	Big Know Passive 2X2 Studio Monitor Controller	\$67.00	\$67.00
8	1	Blackmagic Design	BMD-HDL-AUDMON1RU12G	Audio Monitor 12G (1 RU)	\$1,111.00	\$1,111.00
9	2	Genelec	8030CP	8030C Active 5-Inch Studio Monitor (Single) Includes Isopod Stand	\$569.00	\$1,138.00
10	2	Genelec	8000-402B	Adjustable Wall Mount Bracket for 8320	\$112.00	\$224.00
11	2	Plura	PBM-332-3G	32in 3G HD-SDI Monitor w/ Dual Display Capability	\$5,249.00	\$10,498.00
12	2	Samsung	QB55B	55" Class HDR 4K UHD Commercial LED Monitor (for multiview)	\$1,090.00	\$2,180.00
13	4	Dell	P2422H	23.8" 16:9 IPS Monitor with HDMI/DP/VGA	\$295.00	\$1,180.00
14	2	Chief	MTM1U	Fusion Series Tilting Landscape wall mount	\$215.00	\$430.00
15	4	Laguna Design		Rack Console Monitor Arm	\$315.00	\$1,260.00
					SUBTOTAL:	\$22,331.00
TERMINAL, ROUTING HARDWARE AND CONVERSION						
16	1	Ross	SRG-2200	Sync/Test Generator Master Signal Reference	\$5,718.00	\$5,718.00
17	2	Ross	OGX-FR-C	Ross Open Gear 2RU Frame	\$1,537.00	\$3,074.00
18	2	Ross	PS-OGX	Redundant Power Supply	\$700.00	\$1,400.00
19	1	Ross	MUX-8258-4C-R2C	HDSDI VDA Embedder w/Analog Audio Card	\$1,459.00	\$1,459.00
20	1	Ross	DMX-8259-4C-R2C	Demux HDSDI in and 4 Analog Audio out Card	\$1,459.00	\$1,459.00
21	2	Ross	SRA-8802-R2	HDSDI VDA 1 x 8 Card	\$484.00	\$968.00
22	2	Ross	UDA-8705A-R2L	1 x 8 Analog Distribution (for Genlock distro)	\$356.00	\$712.00
23	4	Ross	ADA-8405-C-R2C	1 x 4 Stereo Analog Audio DA	\$437.00	\$1,748.00
24	1	Ross	NTP-2200	Network Time Protocol Client Op. Clock & Synchronizer	\$858.00	\$858.00
25	1	ESE	ES 562UE P OPTION	55 Inch Combo Clock/Up & Down Timer - 12 Hour - Black with Option P 19 Inch Rack Mount	\$487.00	\$487.00
26	2	AJA	ROI-HDMI	Region Of Interest HDMI to SDI Mini Converter	\$981.00	\$1,962.00
27	2	AJA	HA5-PLUS	HDMI to HDSDI Video Converter	\$399.00	\$798.00
28	2	AJA	HI5-PLUS	HD/SD-SDI to HDMI Video and Audio Converter	\$399.00	\$798.00
29	1	AJA	3G-AMA	Analog Audio Embedder	\$790.00	\$790.00
30	1	AJA	UTAP-SDI	USB 3.1 Gen 1 Powered SDI Capture Device	\$347.00	\$347.00
31	5	AJA	UDC	UDC Up down Cross converters	\$695.00	\$3,475.00
					SUBTOTAL:	\$26,053.00
NETWORK AND RECORDING SYSTEMS						
32	1	Netgear	NGR-GSM4230PX100NAS	Netgear M4250 26G4XF POE+ MNGD 1.0 SWITCH, AV Line 24x1G PoE+ 480W 2x1G and 4xSFP+, Managed Switch Note: Cisco switches are not available. The City can supply the switches if they have access to Cisco.	\$1,613.00	\$1,613.00
33	1	Blackmagic Design	BMD-HYPERD/ST/DCHP	Hyperdeck Studio HD Plus	\$625.00	\$625.00
34	8	AngelBird	AV Pro MK2 V90 SDXC 128GB	128GB SDXC V90 Memory Card for Recording Full HD, 4K+ and RAW Video/Photo Note: SanDisk is not authorized to be used with Blackmagic Hyperdeck Studio HD Plus	\$142.00	\$1,136.00
					SUBTOTAL:	\$3,374.00
CONSOLE RACKS AND SUPPORT EQUIPMENT						
35	1			Miscellaneous Rack Support and Modification Hardware allotment ESTIMATED	\$2,500.00	\$2,500.00
					SUBTOTAL:	\$2,500.00
PC/SERVER EQUIPMENT, WEBSTREAMING						

CUSTOMER: City of Calabasas
 ADDRESS:
 CONTACT:
 PHONE #:
 EMAIL:



32234 Paseo Adelanto Suite E-1 | San Juan Capistrano, CA 92675
 phone: 949.388.3919 | fax: 866.275.9175
 www.TritonTechnologySolutions.com | contractor's license #951869

QUOTE DATE: September 22, 2022
 PROPOSAL #: Calabasas BOM_V0
 SHEET TAB: TV BROADCAST PRODUCTION

ITEM #	QTY	MANUFACTURER	MODEL #	DESCRIPTION	PRICE	EXTENDED PRICE
36	1	Dell	Precision 7920 Rack Workstation	Intel® Xeon® Bronze 3204 (8.25 MB cache, 6 cores, 6 threads, up to 1.90 GHz, 85 W) *Windows 11 Pro for Workstations * NVidia T400 4GB, GDDR6 * 16 GB, 2X8 GB memory * 2.5" 500GB 7200rpm SATA Hard Drive * Precision 7920 Rack Chassis CL Note: Dell 3930 Precision Rack GEN10 Server Intel Xeon E-2134 Processor, 16GB 500W PS not available. There are two models of 3930 9th generation available.	\$3,022.00	\$3,022.00
37	1	AJA	HELO	Web streaming Device	\$1,216.00	\$1,216.00
SUBTOTAL:						\$4,238.00
KVM AND UPS EQUIPMENT						
38	1	Blackbox	KV0416A-R2	CX(KVM) Switch Server w/4 Users and 16 PC. KVM Switch - (1) Local Console Port + (4) Users, (16) Servers, CATX	\$2,491.00	\$2,491.00
39	2	Blackbox	KV04-REM	KVM Remote Unit User Stations	\$494.00	\$988.00
40	6	Blackbox	KV1408A	Access Module - DisplayPort, HDMI, USB, & Audio (CAT)	\$288.00	\$1,728.00
SUBTOTAL:						\$5,207.00
OWNER FURNISHED CONTRACTOR INSTALLED (PROVISIONING REQUIRED)						
41	1	Yamaha	DM-1000 V2	Yamaha Mixer to continue to server TV but no longer AV	\$0.00	\$0.00
42	1			Up/Down/Cross Conversion from Library Cameras and AV System Outputs	\$0.00	\$0.00
43	1			Playback System interfaces	\$0.00	\$0.00
44	1			Console Furniture in Control Room	\$0.00	\$0.00
45	1			Tie lines as necessary	\$0.00	\$0.00
46	1			Incoming Cameras from Library System (SDI)	\$0.00	\$0.00
SUBTOTAL:						\$0.00
SYSTEM INTEGRATION						
47	1	Triton	LABOR	Project Development, System Design, Drawings and Docs	\$11,500.00	\$11,500.00
48	1	Triton	LABOR	Installation of Systems and Equipment	\$25,750.00	\$25,750.00
49	1	Triton	LABOR	Onsite Commissioning and Programming of Systems	\$11,130.00	\$11,130.00
50	1	Triton	LABOR	System Training, 10 hours total, 2 separate days	\$1,500.00	\$1,500.00
SUBTOTAL:						\$49,880.00
INSTALLATION MATERIALS						
51	1	Triton	MATERIALS	Installation Materials includes non-plenum cables, connectors, rack screws, cable labels, cable ties and other consumables required for the installation of the above equipment.	\$8,374.00	\$8,374.00
SUBTOTAL:						\$8,374.00
TERMS AND CONDITIONS: 1. This quotation is valid for 30 days from quote date. 2. Payment terms available upon credit approval. 3. Pricing is based on a cash discount, not the use of a credit card. Payments made by credit cards will incur a 4% increase to the total. 4. Ground freight is estimated and billed at the cost Triton incurs. 5. Labor quoted, is not a condition of the equipment being purchased from Triton. 6. This information is confidential between Triton and the named Customer above and cannot be shared with anyone outside of either organization without approval from either organization. 7. Freight is taxable when Triton receives the equipment then either delivers it or ships it to the customer. Freight is non taxable when Triton's supplier ships directly to the customer.				CAMERA/ROBOTICS SYSTEMS & GRAPHICS:		\$25,637.00
				SWITCHER, MIXER AND MONITORING SYSTEMS:		\$22,331.00
				TERMINAL, ROUTING HARDWARE AND CONVERSION:		\$26,053.00
				NETWORK AND RECORDING SYSTEMS:		\$3,374.00
				CONSOLE RACKS AND SUPPORT EQUIPMENT:		\$2,500.00
				PC/SERVER EQUIPMENT, WEBSTREAMING:		\$4,238.00
				KVM AND UPS EQUIPMENT:		\$5,207.00
				OWNER FURNISHED CONTRACTOR INSTALLED (PROVISIONING REQUIRED):		\$0.00
				INSTALLATION MATERIALS:		\$8,374.00
				GROUND FREIGHT ESTIMATE BILLED AT COST (DROP SHIP TO CLIENT NON-TAXABLE):		\$3,419.99
TAX @:	9.50%	\$9,607.73				
SYSTEM INTEGRATION LABOR:		\$49,880.00				
CALIFORNIA E-WASTE RECYCLE FEE:						
\$4.00/Monitor 4" - 14.99"						
\$5.00/Monitor 15"-34.99"						
\$6.00/Monitor 35" or larger		\$42.00				

CUSTOMER: City of Calabasas
 ADDRESS:
 CONTACT:
 PHONE #:
 EMAIL:



QUOTE DATE: September 22, 2022
 PROPOSAL #: Calabasas BOM_V0
 SHEET TAB: TV BROADCAST PRODUCTION

ITEM #	QTY	MANUFACTURER	MODEL #	DESCRIPTION	PRICE	EXTENDED PRICE
					TOTAL:	\$160,663.72

ANNUAL SERVICE AGREEMENT

The following Annual Service Agreement would be put in place after the end of Triton's standard warranty.

The cost for this agreement is \$13,250.00 for one year. This includes \$1,000 allocated to be used for outside repair fees, materials/equipment, or freight fees. Outside repair fees would include bench work or repair services a manufacturer charges if equipment requires repair. Materials include cables, connectors, and other consumables that may be required as well as any low-cost equipment that may be required. Freight fees would be charged at Triton's cost to ship any equipment that required repair by a manufacturer. The outside repair fees, material/equipment or freight fees would only be billed if required. Any outside repair fees would need to be approved by City staff prior to the repair occurring.

Triton Technology will contract with the City of Calabasas to provide support services for a period of one year from the date of contract or purchase order. Any future upgrades to these systems performed by Triton or backed with system documentation will be supported during the term of the contract.





The support services will include:

- Triton will provide one engineer to come on site four times annually for an eight-hour service day. If two engineers are required for a single visit you can use two of your days to have two engineers onsite the same day.
- The service appointment will be scheduled 30 days prior to the service. We will try to accommodate scheduling this service sooner for an emergency or special event.
- Triton may perform the following tasks as time allows and in coordination with the City's coordinated prioritization which would be agreed upon prior to visit. Not all these items apply to all systems.
 - Cleaning equipment of dust including vacuuming of filters and equipment.
 - Confirm all video and audio levels are set properly and adjust, as necessary.
 - Make any repairs or settings changes to the system that the client has notified Triton of prior to visit. Equipment requiring repair will follow procedures listed below.
 - Calibrate camera settings including color, sync, black & white balance
 - Verify Blackburst or other sync signals are correctly implemented and functional in any systems requiring it.
 - Verify equipment software and firmware are up to date if needed including Engineering PC and other PC-based systems. Note that any changes to software or firmware are performed on an "as needed" basis in coordination with City staff and manufacturer.
 - Check health of hard drives, SAN, or NAS systems.
 - Check hard drive storage availability on systems and optimize or create rules and workflow adjustments in coordination with staff if needed. This can include the use of watch folders and other automatic tools.

- Check microphones, audio mixer and audio system including mixer and potentially DSP settings
- Check input/output functionality at I/O or BSP panels
- Remove unnecessary video and audio patch cables in coordination with staff and testing as several systems are undocumented currently.
- Test and calibrate mixer levels and work with client to adjust presets if needed
- Overall system training which may not include specific equipment training.
- Install new equipment at the visit if coordinated in advance of the visit. (This may require a design, other equipment, specialized installation materials or new cables pulled that may not be possible without prior coordination).
- Provide written report of services performed including any recommendations or items that need to be addressed in the form of a report provided with one week of site visit.
- Once notified of a condition or issue or an issue is observed onsite, Triton will provide phone and/or email technical support within 4 hours of the initial notification. This assumes initial notification would be within normal business hours not including weekends or holidays and the response would be within normal business hours as well. Once the problem has been identified Triton will help the client through the phone or email to find a work around if possible. If no work around is possible, then Triton will schedule an appointment to come onsite at the first available opportunity.
- Unlimited phone, offsite remote access support, text and/or email support during normal business hours, M-F 8am – 5pm excluding weekends and holidays for system technical problems.
- This contract includes offsite time for research of any potential solutions, working with the device manufacturer's tech support on behalf of the city and in coordination with city staff if needed, or coordination of RMA's.
- Offsite remote access via Internet is included in this agreement if the city allows access to Triton's personnel. See Triton's "Triton's Data and Network Security Liability Disclosure" for more information. All remote access systems to be provided by City of Santa Barbara and access must be approved for each instance.
- Consumables such as cables, connectors, solder, rack screws, or other consumables used or required during a service and or repair, will be provided by Triton. Triton will however bill these items against the \$1,000 allocated for these items. In most cases this cost is minimal (\$250 or less) per service call. However, if a need arises requiring a substantial use of materials for a service call, Triton will identify these costs and will get approval from the City's staff prior to the service call.
- Any changes made to the system, during a regular scheduled maintenance appointment, which requires the existing documentation to be updated, Triton will update the documentation and provide both AutoCAD and pdf files to the city.

For any equipment that requires offsite repair by either the manufacturer or an authorized repair facility, Triton will provide the following service:






- Triton will work directly with the manufacturer through the troubleshooting and return authorization process.

- 
 Once Triton receives a proposal for the service work (sometimes this information can be given prior to the manufacturer receiving the product and other times they need to physically evaluate the unit) we will provide a proposal to the city. The repair would not be completed until the city staff approves the repair cost.
- 
 Triton will uninstall the equipment during the planned service visit. Triton will package it and ship it using ground freight except under the following conditions: expedited shipment, packaging for oversized items, palletized equipment, or items required to go by truck. These exceptions will be invoiced directly to the City at Triton's cost.
- 
 Once the item is repaired and sent back, either the city's own staff can reinstall it or Triton. If Triton reinstalls it, the city can elect to use one of the four annual service days they have available, or Triton will invoice this at the hourly service rates.
- 
 Triton will try in good faith to acquire loaner equipment from the manufacturer while the city's equipment is in for repair. If none is available the city has the option to rent equipment, which is not included in this contract.

For services outside of the standard agreement the following rates will apply and are billable to the city:

EMPLOYEE	OFF SITE HOURLY RATE	ON SITE DAILY RATE
Design Engineer	\$125.00	\$2,100.00
Project Engineer	\$100.00	\$1,800.00
Project Manager	\$125.00	\$2,100.00
Software Programmer	\$150.00	\$2,250.00
Install Supervisor (Prevailing wage rate)	\$110.00	\$1,950.00
Installer (Prevailing wage rate)	\$95.00	\$1,750.00
General Administration	\$60.00	N/A


These rates will be invoiced as follows:


- 
 Any service outside of the Standard Agreement will need City approval prior to the service being completed.
- 
 All hourly services will be billed in 30-minute blocks as incurred.
- 
 All daily rates represent an 8-hour workday.
- 
 Any services performed outside of the standard agreement will be invoiced with payment due in Net 30 days includes.
- 
 The Annual Agreement will be billed on the 1st day of the 1st, 3rd, 6th, and 9th months of the agreement.


PROJECT ASSUMPTIONS AND EXCLUSIONS

- ||| All existing equipment is in working order.
- ||| Freight becomes taxable if Triton takes delivery of equipment at their warehouse. The proposal assumes all equipment is being shipped directly to the city. If the City requires Triton to stage the equipment at their warehouse, then the freight quoted will need sales tax added.
- ||| We will have access to the space for total of four consecutive weeks. This maybe reduced but we need time for the installation, programming, commissioning, system testing and training. This can be discussed once the design is complete and we finalize the timeline for the remainder of the project.
- ||| The City of Calabasas is to provide clear cable pathways utilizing, conduit, ladder, or other methods. Triton will collaborate with the client to identify what is required.
- ||| Triton does not perform any high voltage electrical as we do not have a C10 Contractor's license nor does Triton install any new conduit pathways for low voltage cabling. This is provided by the client or their electrician.
- ||| All permits to be provided by owner
- ||| All acoustic, high voltage electrical, mechanical, and civil engineering is provided by others.
- ||| Costs for scissor lift or scaffolding is not included for any service that may occur after the completion and sign off of the project. This can be quoted when required.
- ||| Plenum Cabling is not a requirement of this project.
- ||| Triton Technology Solutions assumes that City staff including the Production Manager, City Clerk and all other staff who has input on the design will be available to answer questions during all phases of this project.
- ||| Triton will inform the City of Calabasas if there is any change in the scope of work and will provide a price for the change. The City of Calabasas then can decide to accept or reject the change. If the change is accepted, then the City of Calabasas will need to issue a revised PO or contract.
- ||| This proposal is valid for 90 days from the date of submittal.
- ||| These services are quoted to complete this project within the attached timeline. Delays by the customer, or other parties, which extends the timeline will affect Triton's cost and Triton will require a change order to cover the additional costs for the additional time required to provide these services over an extended period.
- ||| It is the City of Calabasas responsibility to warrant the security of any and all information provided for data and or network security provided for this project. For more information, Triton's Data and Network Security Liability Disclosure is available upon request.
- ||| The labor quoted is not a condition of equipment being purchased from Triton.
- ||| This proposal does not include the cost of a bid, performance, or payment bond. If bond is required for this project the cost will need to be added to this proposal.
- ||| Liquidated damages is not a condition of this project.

TERMS AND CONDITIONS

 **LIMITATION OF LIABILITY:** Neither party shall be liable for loss of profits or any special, incidental, or consequential damages arising from this agreement, however caused, even if the other part has been advised of the possibility of such potential loss or damage. In no event, shall either party's liability for actions arising from or related to the services provided under this agreement exceed the amount of fees payable for such services pursuant to this agreement.

 **TERMINATION:** City of Calabasas may terminate this Agreement at any time upon written notice to Triton. Triton may terminate this Agreement upon thirty (30) days prior written notice to the City of Calabasas only upon the occurrence of the material breach of any of the terms or conditions of this Agreement by the City of Calabasas, including but not limited to any failure to make payment as required herein, and the breach is not cured within thirty (30) days after written notice thereof. In the event of termination of this Agreement as provided herein, City of Calabasas shall remain responsible to pay Triton, in accordance with this Agreement, for any services provided by Triton to the City of Calabasas in accordance with this Agreement through the date of termination, for which full payment has not been made. Subsequent to the date of termination, following notice, Triton shall have no further responsibility to perform any services for the City of Calabasas.

 **CONFIDENTIALITY:** This proposal and all its content and any attached documents are proprietary and confidential and cannot be used for any purpose other than evaluating the proposal. It is not to be shared in whole or in part with anyone outside the City of Calabasas.

WARRANTY STATEMENT

The warranty of systems designed and installed by Triton fall into two included categories:

- I. System Installation Warranty (Covered by Triton)
- II. Equipment Warranty (Covered by the Manufacturer, NOT Triton)

I. System Installation Warranty: Covered by Triton

The System Installation Warranty covers the INSTALLATION materials needed to connect the equipment within a system and is **covered by Triton**.

Triton warrants all **system installation components and workmanship** to be free from defects for a minimum period of one (1) year from the date of customer final acceptance and sign-off or Substantial Completion¹ whichever comes FIRST. This warranty includes all system installation components such as:

Cable, connectors, nuts, bolts, screws, cable support bars, terminal blocks, tie-raps, strain relief, mounting brackets, input/output panels, custom software, or custom equipment manufactured where no commercial product was available or was unsuitable. It is important to note this warranty covers installation materials of the system and NOT the equipment within the system unless Triton has manufactured the individual component. Triton will warranty any custom designed / built equipment or interfaces created by Triton for a period of (1) year.

Triton will correct or replace any of the above installation components that fail during the one (1) year warranty period at **NO CHARGE** to the customer.

If Triton provides **system design** services to the customer, Triton also warrants that the components selected or recommended, and the system configuration including system performance specifications is operational and appropriate for the intended use as agreed upon by the customer and shown in the single line documentation and equipment lists provided with the system for the same period of one (1) year. Triton will work diligently to ensure the system design meets or exceeds the expectations of the customer. It is the customer's responsibility to fully understand the capabilities and limitations of the system BEFORE signing off on the final single line documentation.

Triton will correct any system design configuration that fails to perform to specification or as diagramed after the single lines have been approved. If the system will not function as depicted on the single line diagrams, Triton will provide the engineering services for the re-design and subsequent changes to documentation, and any other design element affected by the change at **NO CHARGE** to the customer. The customer will be responsible for any equipment items needed to make the system functional.

Equally important to what is provided by the System Installation Warranty, is what is not covered.

NOT COVERED under the Triton System Installation Warranty:

1. **Manufactured Equipment that fails to operate DURING the installation period.** If during the system installation, a piece of equipment fails to operate properly, Triton will coordinate

with the manufacturer or vendor that provided the equipment to have it repaired or replaced as necessary only if the equipment is purchased from Triton.

1. If the equipment is not purchased from Triton the customer will need to coordinate the repair or replacement of the piece of equipment.
2. If the equipment is not purchased from Triton and this causes a delay of the installation, testing, commissioning or completion of the project, the customer will be charged for the time lost for any Triton employee not able to complete their work during that delay. If other work can be assigned to the employee then there will be no additional charge.

It will be the responsibility of the customer to provide the freight to/from the manufacturer as required by the manufacturer's warranty agreement. Triton will not be liable for missed deadlines or loss of business to the customer for equipment that does not function and is beyond the control of Triton.

2. **Manufactured Equipment fails AFTER system sign-off.** If an equipment item fails after the system is operational and signed-off by the customer. The customer will be responsible for getting the equipment item repaired or replaced according to the manufacturer's warranty. Triton is not responsible for the removal or reinstallation of the item. If the customer is not technically capable of removal/reinstallation of the item, Triton will provide those services at the prevailing rates.
3. **Legacy equipment** provided by the customer as part of a system installation that fails to operate will be the responsibility of the customer to have repaired and functioning to a level of specification in accordance with system in which it is placed. (i.e., the unit meets broadcast or manufacturers specifications if designed to be used in a broadcast system)
4. **System design modifications** that affect the operational capability of the system after it has been installed, tested and signed off. If the customer changes the design or re-wires the system and is not in accordance with the single line documents provided, Triton will NOT warranty the portion of the system that was changed or its effect on the remaining portions of the system. NOTE: a change in one area may affect another. If Triton must research and correct the problem that was a result of a customer design change after approval, the customer will be responsible for all charges at the Triton prevailing rates.
5. **Triton will not warrant software and computer configuration changes performed by the customer after system sign-off.** Computer-based equipment is extremely sensitive to configuration changes. When Triton completes an installation that includes software, ONLY those programs and configurations recommended or approved by the manufacturer or software provider should be placed on the computer. **If the customer adds, changes, updates, deletes, or otherwise changes the software or configuration of the computer, Triton will not warrant the computer-based system operation.** It is highly recommended that ANY of the computer-based systems be operated in strict accordance with the manufacturer's recommendations. The customer will be responsible for all expenses to either return the system to its original configuration or find the solution that enables the change to be functional.
6. **System design by consultants** or others are NOT warranted by Triton unless Triton has completed a thorough engineering review. Triton will not knowingly embark on a system

design or installation that is known to be flawed or which the operational performance is questionable.

7. **Equipment modifications.** Modifications to equipment that are not approved by the manufacturer may not be warranted within a system. Generally, those will be limited to the specific item but may have a detrimental effect on other components of the system.
8. **Use of non-standard equipment, connectors, cables, or adapters.** If a customer uses non-standard items within the system that is not part of the Triton installation process, and approved by Triton, Triton will not warrant these items and related systems. It will be the customer's responsibility to ensure the compatibility of such items for their intended use within the system.
9. **Data and Network Security.** Triton Technology Solutions, Inc. shall make all efforts to maintain network and data security during the project. Triton will not guarantee or warrant the security of any information you provide for this project. Triton to be held harmless for any and all claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of classified information, alteration of electronic information, extortion, and network security. Triton is not liable for any breach response costs as well as regulatory fines and penalties nor credit monitoring expenses. Triton's Network Liability Clause is available for more information and detail to how we will make every effort to maintain data security during the project.
10. **Training.** Training is not included in the system warranty; however, it is available at an additional cost if required.

II. The Equipment Warranty: NOT Covered by Triton

The Equipment warranty covers the manufactured equipment items that make up the system such as Cameras, Projectors, Switchers, Editors, Monitors, Distribution Amplifiers, and other manufactured items. The warranties for these items are covered by the **MANUFACTURER** and may vary in length and level of coverage. Under our standard warranty, Triton does not cover these equipment items since they are covered by the manufacturer. Triton **MAY** provide various levels of equipment warranty services for an additional charge.

Definitions:

¹ Substantial Completion is defined as the customer having the first beneficial use of the system as it was intended or designed.



CITY of CALABASAS

PROFESSIONAL SERVICES AGREEMENT

CONTRACT SUMMARY

Name of Contractor:	Triton Technology Solutions, Inc.
City Department in charge of Contract:	Communications Dept.
Contact Person for City Department:	Michael Russo
Period of Performance for Contract:	November 04, 2022
Not to Exceed Amount of Contract:	July 11, 2023
Scope of Work for Contract:	TV Production & AV Systems Upgrade

Insurance Requirements for Contract:

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

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

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

If yes, please provide coverage amounts:

yes X 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.

PROFESSIONAL SERVICES AGREEMENT
(Triton Technology Solutions, Inc.)

1. IDENTIFICATION

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into by and between the City of Calabasas, a California municipal corporation (“City”), and Triton Technology Solutions, Inc., 32234 Paseo Adelanto Suite E-1, San Juan Capistrano, California 92675 (“Consultant”).

2. RECITALS

- 2.1 City has determined that it requires the following professional services from a consultant: Triton Technology Solutions, Inc.
- 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 **September 26, 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 **September 26, 2022** fee schedule to City attached hereto as Exhibit B and incorporated herein by this reference.
- 3.3 “Commencement Date”: **November 4, 2022.**
- 3.4 “Expiration Date”: **July 11, 2023.**

4. TERM

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

5. **CONSULTANT'S SERVICES**

- 5.1 Consultant shall perform the services identified in the Scope of Services. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement. In no event shall the total compensation and costs payable to Consultant under this Agreement exceed the sum of **Three Hundred Four Thousand Four Hundred Thirteen Dollars and Thirty -Five Cents (\$304,413.35)** 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. **Kristen Tetherton** 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) combined single limit per accident.**
- 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

Initials: (City) _____ (Contractor) _____

- 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: **Michael Russo**
Telephone: (818) 224-1600
Facsimile: (818) 225-7363

If to Consultant:

Triton Technology Solutions,
Inc.
32234 Paseo Adelanto, Suite
E-1 San Juan Capistrano, CA
92675
Attn: **Kristen Tetherton**
Telephone: (949) 388-3919
Email: kristen@tritontech.tv

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”
Name of Company or Individual

By: _____
Mary Sue Maurer
Mayor

By: _____
Kristen Tetherton
President

Date: _____

Date: _____

By: _____
Kindon Meik
City Manager

By: _____
Michael Russo
Communications Director

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



CITY OF CALABASAS

REQUEST FOR PROPOSAL

**TV PRODUCTION & AV SYSTEMS UPGRADE
PROJECT**

Bid Due Date: September 26, 2022

City Clerk's Office

City of Calabasas

100 Civic Center Way

Calabasas, CA 91302

Attn: TV Production & AV Systems Upgrade Project

Triton Technology Solutions, Inc 32234 Paseo Adelanto Suite E-1 San Juan Capistrano, CA 92675
949.388.3919 Office * 866.275.9175 Fax * www.TritonTechnologySolutions.com

This document is confidential between Triton and the City of Calabasas and cannot be shared with anyone outside of either organization without approval from either organization.

TABLE OF CONTENTS

<u>INTRODUCTION LETTER</u>	<u>1</u>
<u>QUALIFICATIONS AND EXPERIENCE</u>	<u>3</u>
COMPANY INFORMATION	3
KEY PERSONNEL	4
REFERENCES	8
<u>PROJECT BACKGROUND AND SCOPE OF WORK</u>	<u>9</u>
<u>PROJECT SCHEDULE</u>	<u>13</u>
<u>PROJECT COSTS AND PAYMENT TERMS</u>	<u>16</u>
AV PRESENTATION SYSTEM LINE-ITEM COSTS	17
TV BROADCAST PRODUCTION LINE-ITEM COSTS	19
ANNUAL SERVICE AGREEMENT (AFTER 1 ST YEAR) COSTS	22
<u>PROJECT ASSUMPTIONS AND EXCLUSIONS</u>	<u>25</u>
<u>TERMS AND CONDITIONS</u>	<u>26</u>
<u>TRITON WARRANTY STATEMENT</u>	<u>27</u>



September 21, 2022

City Clerk's Office
City of Calabasas
100 Civic Way
Calabasas, CA 91302
Attn: TV Production & AV Systems Upgrade Project

Dear Sir or Madam,

Thank you for the opportunity to provide you pricing on your TV Production & AV Systems Upgrade Project. We have provided a proposal that is based on the scope of this project which includes the information provided in the RFP Package, attending the job walk, the Basic Systems Signal Flow Diagram, the provided equipment list, and the years of experience designing and installing similar systems.

A general scope of this project is for Triton to provide the services for design, installation, and commissioning to the following systems:

■ Council Chamber Audio Visual System which includes the following new equipment; Presentation Matrix Switcher, DSP (Digital Signal Processor), Gooseneck Microphones, Ceiling Microphone, 2 Channel RF Assistive Listening System, additional speaker for the dais, network switch, PC and miscellaneous rack and support equipment. This equipment will be controlled using (2) 12" Tabletop Control Touch Panels that Triton will Program. Triton will also be responsible for the programming of the DSP. All of this Audio-Visual Equipment will support the council meetings with some signals being integrated into the TV Broadcast and Production System. This will also include integration of existing equipment that is currently in use for the Council Chamber Audio Visual system.

■ TV Broadcast Production System which includes the following new equipment; five PTX Zoom Cameras, PTZ Camera Controller, Switcher, Switcher Panel, Audio Monitoring, Speakers, Multiview Monitoring and other required monitoring, terminal and conversion hardware, network switch, Hyperdeck recorder, PC, web streaming device, KVM and miscellaneous rack and support equipment. All of this Broadcast and Production equipment will be integrated to support the broadcast of the meetings. This will also include integration into existing On-Air Playback Automation System, Granicus Web streaming with signals also going back into the Council Chamber Audio Visual System.

■ Tie lines from Founders Hall AV System integrated into both the Council Chamber Audio Visual System and TV Broadcast Production System.

Triton Technology Solutions, Inc 32234 Paseo Adelanto Suite E-1 San Juan Capistrano, CA 92675
949.388.3919 Office ~ 866.275.9175 Fax ~ www.TritonTechnologySolutions.com

This document is confidential between Triton and the City of Calabasas and cannot be shared with anyone outside of either organization without approval from either organization.
City of Calabasas TV Prod & AV Sys Upgrd Prjct Prpsl_R0.pdf Page 1 of 29

TV PRODUCTION & AV SYSTEM UPGRADE PROJECT PROPOSAL

Other services Triton will be providing as part of this project include:

- ▣ Decommission and Removal of existing systems and equipment. Triton will decommission and remove equipment that will no longer be in use.
- ▣ Design and Integration of Owner Furnished Equipment. There will be existing equipment Triton will need to include in the design and integration of the new systems.

The RFP calls for the integration contractor to fully develop and design these systems. To do this we will follow our Project Process, which regardless of size, we follow. Our Project Process which includes detailed project design, engineering, and install/build/test phase criteria. Each set of project design phase deliverables builds upon the previous one, adding definition and detail. Within each Project Phase, we follow good engineering practices and standards and abide by all required local, state, and federal codes and laws. As part of our process, Triton produces a complete set of deliverables upon project completion. These deliverables include hard and electronic copies of all "as-built" CAD drawings, all technical documentation, all equipment and system manuals, and all warranty information. Until the design is complete the city needs to consider this proposal as not final as equipment may need to change based on the final design. The RFP did not ask for the contractors to consider adding a contingency, but I would highly suggest the city adds a contingency to this project. A contingency may need to be required as equipment may need to be added or changed based on the final design.

Thank you for the consideration of our proposal. Please do not hesitate to contact me if you have any questions or concerns.

Sincerely,

Kristen Tetherton
President

TV PRODUCTION & AV SYSTEM UPGRADE PROJECT PROPOSAL

QUALIFICATIONS AND EXPERIENCE – COMPANY INFORMATION

Purpose

To design and build state of the art broadcast, production, audio-visual, and content distribution systems. Triton Technology Solutions is committed to serving our clients as a technology partner.

Vision

Our vision is that every Triton client would be equipped with the facilities and tools necessary for successfully completing their goals and purpose.

Mission Statement

Our Mission is to turn a complex world of audio and video technology into a simple solution by:

- Providing a collaborative experience with our clients.
- Partnering with our clients as their technical experts or engineering arm.
- Providing the highest quality services and deliverables.
- Always doing what is right for our clients.
- Serving the Broadcast, Production, Sports, Corporate, House of Worship, Media/Entertainment, Education and Government Markets.
- Executing and implementing our client's visions.
- Providing support during and after project completion.

Licenses and Certifications

- Triton holds a C7 Contractors License in the State of California. License # 951869
- Triton is certified as a Woman Business Enterprise Certification #: WBE1802450
- Triton is certified as a Small Business (Micro) Certification ID: 1409480
- Various certifications held by Triton's staff:
 - OSHA 10 & 30, CPR, First Aid
 - Crestron DMC-T-4K, DMC-DJ4K, DMC-E-4K, DM-NVX, DM-NVX,N
 - Audinate DANTE LEVELS 1, 2, & 3
 - Biamp Be2 Audio DSP Certification
 - AVIXA CTS
 - Zoom Room University Certifications 1-8 Partner Technical Training
 - Newtek Sales, Live Production, and 3Play Certifications

TV PRODUCTION & AV SYSTEM UPGRADE PROJECT PROPOSAL

QUALIFICATIONS AND EXPERIENCE – KEY PERSONNEL

The executive in charge of this project with all engineering and management responsibilities is Brian Rose. Kristen Tetherton will be responsible for the project management and administration of the project.

The Key Personnel are:

- Kristen Tetherton, President
- Gus Allmann, Chief Technology Officer
- Brian Rose, Vice President of Engineering

Contact Information is as follows:

Kristen Tetherton	Email kristen@tritontech.tv	Phone (949) 388-3919
Gus Allmann	Email gus@tritontech.tv	Phone (619) 990-2409
Brian Rose	Email brian@tritontech.tv	Phone (760) 285-7759

Following are brief biographies of the Triton team which highlight their skills, experience, and quality certifications.

Kristen Tetherton is one of the original founders of Triton Technology Solutions, Inc. and is the President of the company. Kristen began her career in the television broadcast, production, and audio-visual industry in 1991 after graduating San Diego State University with a Bachelor of Arts degree in mathematics. Kristen fell into this industry and became successful through hard work, diligence, and an aptitude to understand. She learned the equipment, technology, operations, and workflows of the television broadcast, production, and audio-visual industry. She had the support of several strong mentors along the way.

Kristen's career in this industry has spanned 31 years. She previously worked for Ikegami Electronics, Shoreline Video, Burst Communications and TV Magic. For the past twenty-two years Kristen has been focused on Broadcast, Production and Audio-Visual Integration Projects for local government, corporate, networks, house of worship, colleges, and universities

In 2010 Kristen decided to form Triton Technology Solutions, Inc. with partners Gus Allmann and Pat Thompson. Pat Thompson left the company in 2015 to be a stay-at-home dad. Gus Allmann and Brian Rose are Kristen's current partners.

As the President of Triton, Kristen provides strategic leadership for the company and employees. She collaborates with her team to establish long-range goals, strategies, plans and policies. She continues to collaborate directly with clients through the sales process, project management, design, and implementation of the system. Kristen surrounds herself with an effective and competent team and continues to be part of the sale process, which she thoroughly enjoys.

TV PRODUCTION & AV SYSTEM UPGRADE PROJECT PROPOSAL

Kristen thrives on interesting and challenging projects. One of her most challenging projects was the installation and mounting of a 4.5M satellite dish on the top of a six-story building in downtown Los Angeles. This was challenging not because of the technology but the coordination it took with many entities; City of Los Angeles departments (Police, Permit, Traffic Control), crane, contractors, building owner, and freight carrier. One of the most interesting projects was a feasibility study and subsequent implementation of a tapeless video recording system for JAXA (the Japanese space agency) that was installed on the International Space Station.

Kristen enjoys working in this industry and has continued to learn and grow throughout her career **BECAUSE TECHNOLOGY NEVER ENDS.**

Gus Allmann has been actively involved in every aspect of television and related technologies since 1970. He has held many technical, operational and management positions within the industry from technician to Executive Vice President of Engineering, to presently Chief Technology Officer. He has operational experience as a camera operator, recording engineer, producer, director, and Vice President of Operations. His management expertise has been honed to a fine skill by leading diverse teams of varying skill level to obtain outstanding results in media services management, project, and program management. Gus's background gives him extensive and unique insight into all aspects of the television and media industry.

Gus's background includes 19 years with the federal government providing technical support and management of media services for 8 sites around the world. He has also technical, general and sales management of several southern California video integrators and dealerships. Gus has the business, management, and engineering expertise to provide a comprehensive understanding of any system requirements to meet a wide range of customer expectations.

In 1999, Gus founded system integrator TV Magic with Steve Rosen. Gus headed TV Magic's engineering efforts creating standards for design documentation, installation procedures and all project processes. Under Gus's direction in a few short years, TV Magic grew to be an industry leader in broadcast systems design and integration completing many high-profile projects and winning many industry kudos and awards. As Vice President of Engineering, Gus was responsible for the corporate level engineering standards, practices, and training for engineering personnel at offices in San Diego, Burbank, and New York/New Jersey. He provided critical design review of all engineers within the company including contract engineers and was the Responsible Managing Official (RMO) for the California Contractors C-7 license. While Gus supervised all engineering aspects of TV Magic projects, he maintained personal involvement as design engineer in several high-profile projects. Gus's design for Trinity Broadcasting Network's affiliate automated master control systems (160 channels across 32 affiliates) earned a prestigious Broadcast Engineering Magazine Excellence Award in 2007. Gus also completed the design and supervised integration of a state-of-the-art all digital tapeless news facility for the FOX Network affiliate in San Diego.

TV PRODUCTION & AV SYSTEM UPGRADE PROJECT PROPOSAL

Gus brings an extremely high level of knowledge, experience, and confidence in television related technologies to all of his projects. He has the foresight to "future proof" designs and to make cost effective use of available technology. Capable of "pushing the envelope," he ensures that technology is properly applied with the ergonomics of systems design and workflow patterns paramount to each project, ensuring that technical excellence does not outweigh human factors.

Gus maintains his technical expertise through direct contact with manufacturers, training programs, customers, and professional organizations such as the Society of Broadcast Engineers (SBE) and the Society of Motion Picture and Television Engineers (SMPTE), the National Systems Contractors Association (NSCA), and others. He has published articles on facility design in Broadcast Engineering and co-authored other articles for various TV Technology publications.

Brian Rose is Triton's Vice President of Engineering and has been in broadcast operations and engineering for more than twenty years. He began his broadcasting career at a three-station radio group in Susanville, CA. Upon moving to Las Vegas, NV, he worked as a broadcast engineer and designated Chief Engineer for radio stations KNUU and KRLV.

Shortly after moving to Las Vegas, he was hired as MIS Manager for the Talk America Radio Networks and promoted to Director of Engineering. After Talk America was purchased by the IDT Corporation, Brian supervised moving the nationally syndicated network to Newark, NJ, including the transfer of programming and operations. In addition, Mr. Rose designed and managed the construction of a new digital studio complex. This state-of-the art facility was featured in multiple industry leading trade publications including Radio World and BE Radio.

While at IDT Corporation, Brian served as Vice President of Engineering & Operations for WMET in Washington DC (another network purchased by IDT). He supervised a 50-Kilowatt power upgrade at an AM transmitter site, designed and managed the construction of a new 8500 sq. ft digital studio complex containing two production rooms, a master control studio, talk studio, and a newsroom for the WMET network.

Brian relocated back to his home-state of California in the early 2000's, where he began working at TV Magic as a Project Engineer. He participated in various projects including worship center A/V and TV production, city council chambers A/V and TV production, community center A/V projects, and more.

He supervised the offsite and onsite work for HD upgrades at both the Saddleback Church in Lake Forest, CA and for Word of Life Christian Center in Las Vegas, NV. He served as Project Engineer for the David H. Koch Theater at Lincoln Center in New York City, designing, and supervising the installation of the broadcast center, in-house IPTV system and Media Asset Management systems.

TV PRODUCTION & AV SYSTEM UPGRADE PROJECT PROPOSAL

Brian joined Triton Technology Solutions, Inc. in 2011 as a Project Engineer. Brian recently led the design teams on the City Council Chambers upgrades projects for the cities of Costa Mesa, Irvine, Santa Barbara, and Palm Springs, as well as new broadcast video and radio production facilities for Saddleback College. He oversees service work for all of Triton's service contracts providing continuity with these facilities and continues to be involved in expansions and changes at various facilities.

Certifications include: AVIXA CTS, Extron AV Associate, Biamp Be2, Crestron DMC-E-4K, Chief Certified Partner, Audinate DANTE II.

Additional training includes manufacturer training from Solid State Logic, AMX, Crestron, Evertz, Ross Video, Premier Mounts, and others.

TV PRODUCTION & AV SYSTEM UPGRADE PROJECT PROPOSAL

QUALIFICATIONS AND EXPERIENCE – REFERENCES

Triton has been designing and building similar systems to the City of Calabasas TV Production & AV System Project. Here is a list of current clients that you can contact to talk about the services we have provided them through the years including Audio Visual, Production and Broadcast Systems.

CITY OF SANTA BARBARA

Tony Ruggieri, Production Supervisor
PH: (805)564-5311
Email: truggieri@ci.santa-barbara.ca.us

CITY OF IRVINE

Tom MacDuff, Media Services Coordinator
PH: (949) 724-6216
Email: tmacduff@ci.irvine.ca.us

COUNTY OF SANTA BARBARA

Paul Westmacott, CSBTV CH 20
PH: (805) 636-9026
Email: pwestmacott@countyofsb.org

CITY OF COSTA MESA

Jeff Trujillo, Production Coordinator
PH: (714) 754-5171
Email: JEFF.TRUJILLO@costamesaca.gov

CALIFORNIA BAPTIST UNIVERSITY

Jason Stephenson, Director of Media Production
PH: (951) 552-8004
Email: jstephenson@calbaptist.edu

TV PRODUCTION & AV SYSTEM UPGRADE PROJECT PROPOSAL

PROJECT BACKGROUND

The City of Calabasas has put out an RFP to upgrade their TV Production and Audio-Visual Systems.

SCOPE OF WORK

This scope of work includes Triton performing all phases detailed below in our Project Process with the deliverables detailed in each phase.

Triton's Design will include the equipment specified in the RFP and quoted in this proposal. We rely heavily on our Project Process, which is outlined below. There may be equipment additions or changes as we go through this process so the city should be prepared to have a contingency added to our proposal or the contractor they choose to award this contract to.

PROJECT PROCESS

This project includes our Project Process, which describes our approach and methodology to a design and build project. The entire process is made up of four phases in which each one is built upon the other.

The two phases, Program Phase and Design Phase, will require collaboration between us and the City of Calabasas to define all the project requirements. Without collaboration, it is not possible to define the customer's objectives and expectations, nor design a system that will meet them

Within both the Program and Design Phase, the client will be required to review and approve all deliverables before proceeding to the next phase. This allows the client to fully understand their systems specification, capabilities, budgets, timelines, etc. This review and approval process confirms that the design is meeting their objectives and expectations.

The Project Process includes value engineering throughout the entire process, which allows us to discuss alternative designs, products and/or processes that could be applied to the project with the benefit of saving the customer money.

Our Project Process is as follows:

- I. **PROGRAM PHASE:** The first phase of the process is to develop the conceptual design and define overall project goals. This phase allows the project team to brainstorm at a high level and determine the specific functionality for each system area and location of the project. The deliverables of this phase include block and flow diagrams, a Rough Order of Magnitude (ROM) estimate of proposed equipment, space layout drawings and preliminary functional description of the system.
 - a. Conduct and attend up to 3 Meetings, one onsite and two remote meeting.

TV PRODUCTION & AV SYSTEM UPGRADE PROJECT PROPOSAL

- b. Provide Needs Analysis
- c. Review Existing Documentation – Facilities
- d. Benchmark Comparable Facilities
- e. Conduct Program Meeting – Management, Operator, Engineering
- f. Program Report including:
 - i. Conceptual Design
 - ii. ROM estimate of proposed equipment
 - iii. Equipment Demonstrations
 - iv. Preliminary functional description of system
- g. This phase is signed off as completed by the client before moving to Design Phase.

II. DESIGN PHASE: The Design Phase refines the research and design findings from the Program Phase. This second phase takes the information from Program Phase and develops the design into detail. Once this phase is completed, the client will know everything that needs to be known about the project from a technical standpoint including how all equipment will be wired, where the equipment will be installed, what size technical furniture or number of racks will be required, as well as electrical and mechanical requirements. A final Bill of Material is prepared inclusive of specific line-item equipment lists. This phase includes the following:

- a. Conduct and attend up to four Meetings, two onsite and two remote meetings.
- b. Research Benchmark Equipment
- c. Develop System Design
- d. Establish the Infrastructure
 - i. Concept
 - ii. Schematic, Design (Wire Diagrams)
- e. Critical Design Review of Technical Systems
- f. Final space planning, floor plans, equipment locations, etc.
- g. Rack elevations and/or console and furniture layouts
- h. Mounting Details (Projector, Monitors, Cameras, etc.)
- i. I/O Panel Design and Layout
- j. Identification of power, and conduit requirements. The customer will complete the implementation of power and conduit requirements.
- k. Deliverables and Approval
 - i. Provide 11X17 Drawings using Triton Title Blocks in both hard and soft copy. Soft copy is delivered in both AutoCAD and pdf formats. Drawings include single line drawings that document every cable and all the equipment that will be installed in this project. (Cables not documented include power, keyboard, and mice.) Depending on the project other drawings may include floor plans, reflected ceiling plan, console and rack elevations.
 - ii. Provide Bill of Material (BOM) in both hard and soft copy formats. Soft copy is provided in both Excel and pdf formats. It will be formatted with the following order: item #, quantity, manufacturer, equipment model #, description, price, and extended price. If there is Customer Furnished

TV PRODUCTION & AV SYSTEM UPGRADE PROJECT PROPOSAL

- Equipment (CFE) that is required in this project, those items will be designated as CFE on the BOM with no price associated with it.
- iii. Provide Cable Database in both hard and soft copy formats. Soft copy is provided in Excel format.
- iv. Project cost quote for remaining phases.
- v. Project Timeline for remaining phases.
- I. This phase is signed off as completed by the client before moving to Installation Phase.

III. INSTALLATION PHASE: Once the customer approves the design, the project moves to the installation phase. Deliverables and activities in this phase are as follows:

- a. Installation Coordination Meeting
- b. Create cable labels
- c. Prepare Submittals
 - i. Shop Drawings
 - ii. Sample Finishes
 - iii. Detailed Technical Drawings
- d. Customer to procure all equipment
- e. Prepare New Site for Installation
 - i. Rack
 - ii. Grounds
 - iii. Cable Trays
- f. Pre-Assembly and testing
- g. Assemble and test the Technical System
- h. Install Equipment
- i. Run Cables
- j. Label all cables and equipment
- k. Vendor Commissioning
- l. Deliverable
 - i. All Equipment Installed
 - ii. Wiring Complete
- m. This phase is signed off as completed by the client before moving to Commissioning Phase.

IV. COMMISSIONING PHASE: This is the system startup phase where the equipment and wiring are tested, operational parameters set, and configured to ensure complete functionality. Triton coordinates operational training provided by the equipment manufacturer. The working system is delivered to the client as a fully functional and operating system. This phase includes system acceptance by the customer, as-built engineering drawings delivery, and overall technical system review. Deliverables and activities in this phase include:

TV PRODUCTION & AV SYSTEM UPGRADE PROJECT PROPOSAL

- a. Set equipment parameters
- b. Preliminary Tests
- c. Generate Punch List
- d. Inspect, Test, and Align System
- e. Up to 10 Hours of system and technical review for the CUSTOMER'S technical staff responsible for the maintenance and troubleshooting of the system is included at no cost. The 10 hours is over the course of two days.
- f. Deliverables
 - i. Final As-Built Engineering Drawings will be provided in both Hard and Soft Copy.
 - 1. One set of bound notebooks(s) will be provided to house the hard copy drawings printed on 11"X17" size paper.
 - 2. Two USB Drives with electronic copies of:
 - a. AutoCAD dwg files of the as-built drawings
 - b. Adobe pdf files of the as-built drawings
 - c. Microsoft Excel Wire List
 - ii. Items delivered to the customer that were included with any new equipment
 - 1. Operational Manuals (if provided by manufacturer)
 - 2. Manufacturer CD's containing the software versions and releases installed on the equipment (if applicable)
 - 3. Equipment accessories/options not needed during the installation
 - 4. Other technical information that may have been provided
- g. Project Sign Off from Client



CALABASAS PROJECT SCHEDULE **DATE: 9/20/22**
REVISION: 0

BIDDING AND CONTRACT PHASE

Name	Assigned To	Timeline - Start	Timeline - End	MEETING TYPE
Bid due date	Triton	2022-09-26	2022-09-26	N/A
Bid Awarded	Calabasas	2022-09-26	2022-10-26	N/A
Contract or PO executed	Calabasas	2022-11-04	2022-11-04	N/A
		2022-09-26	2022-11-04	

PROGRAM PHASE

Name	Assigned To	Timeline - Start	Timeline - End	MEETING TYPE
Kick Off Meeting	Triton, Calabasas	2022-11-11	2022-11-11	Onsite
Develop Conceptual Design	Triton	2022-11-14	2022-12-02	N/A
Review of Conceptual Design	Triton, Calabasas	2022-12-06	2022-12-06	Remote
Update Conceptual Design and ROM Budget	Triton	2022-12-07	2022-12-23	N/A
Final Conceptual Design and ROM Budget Meeting	Triton, Calabasas	2022-12-26	2022-12-26	Remote
Conceptual Design and ROM Budget Approval	Calabasas	2022-12-27	2023-01-06	N/A
Order Equipment with Long Lead Times	Triton	2023-01-09	2023-01-13	N/A
		2022-11-11	2023-01-13	

DESIGN PHASE

Name	Assigned To	Timeline - Start	Timeline - End	MEETING TYPE
Detail Drawing Development	Triton	2023-01-16	2023-02-17	N/A
Detail Drawing Review	Triton, COSB	2023-02-22	2023-02-22	Onsite
Detail Drawing Finalization	Triton	2023-02-23	2023-03-17	N/A
Final Design and Bill of Materials Review	Triton, COSB	2023-03-22	2023-03-22	Onsite
Detail Design and Bill of Materials Approval		2023-03-23	2023-03-31	N/A
		2023-01-16	2023-03-31	

INSTALLATION PHASE

Name	Assigned To	Timeline - Start	Timeline - End	MEETING TYPE
Order remaining equipment and materials	Triton	2023-04-03	2023-04-07	N/A
Receive Equipment and Materials	Triton	2023-04-10	2023-06-02	N/A
Onsite Installation	Triton	2023-06-05	2023-06-23	Onsite
		2023-04-03	2023-06-23	

COMMISSIONING PHASE

Name	Assigned To	Timeline - Start	Timeline - End	MEETING TYPE
Commission Equipment	Triton	2023-06-26	2023-06-30	Onsite
Training 1st Day	Triton, Calabasas	2023-06-30	2023-06-30	Onsite
Training on 2nd Day	Triton, Calabasas	2023-07-11	2023-07-11	Onsite
Triton Attend 1st Meeting	Triton, Calabasas	2023-07-11	2023-07-11	Onsite
Delivery of As-Built Drawings and Sign Off	Triton	2023-07-11	2023-07-11	N/A
Calabasas Sign off on Project	COSB	2023-07-11	2023-07-11	N/A
		2023-06-26	2023-07-11	

TV PRODUCTION & AV SYSTEM UPGRADE PROJECT PROPOSAL

PRICING

The total for the project is as follows:

AV Presentation:	\$143,749.63
TV Broadcast Production:	\$160,663.72
PROJECT TOTAL:	\$304,413.35
Optional Annual Service Agreement:	\$ 13,250.00 ¹
<small>¹Not included in project total above.</small>	

Following this page is the breakdown of the AV Presentation and TV Broadcast Production Individual costs for the equipment, labor, and installation materials prices.

The Optional Annual Service Agreement will follow the breakdown of costs for the AV Presentation and TV Broadcast System costs.

PAYMENT TERMS

Payment terms for this project is as follows:

EQUIPMENT AND INSTALLATION MATERIALS - Equipment and Installation materials to be invoiced once shipped to your warehouse, or Triton's, whichever occurs first with payment due in Net 30 days.

LABOR – Labor to be invoiced with payment due in Net 30 days at the following milestones:

- 10% of the Labor to be invoiced at time of kick off meeting
- 10% to be invoiced at time that conceptual drawing is delivered for review.
- 10% to be invoiced at time that 1st single line drawing is delivered for review.
- 30% to be invoiced at the completion of the first week of installation.
- 30% to be invoiced at the completion of the 3rd week of being onsite.
- 10% to be invoiced upon the delivery of the As-Built Drawings.

ITEM #	QTY	MANUFACTURER	MODEL #	DESCRIPTION	PRICE	EXTENDED PRICE
<div style="display: flex; justify-content: space-between;"> <div> <p>CUSTOMER City of Calabasas ADDRESS CONTACT PHONE # EMAIL</p> </div> <div style="text-align: center;">  <p>32234 Paseo Adelanto Suite E-1 San Juan Capistrano, CA 92675 phone: 949.388.3919 fax: 866.275.9175 www.TritonTechnologySolutions.com contractor's license #951869</p> </div> <div> <p>QUOTE DATE September 22, 2022 PROPOSAL # Calabasas BOM_V0 AV PRESENTATION SHEET TAB: SYSTEM</p> </div> </div>						
VIDEO PRESENTATION AND CONTROL						
1	1	Extron	60-1545-009067	AV CrossPoint Series matrix switcher router Custom XTP II 1600-AAEEEE80 XTP II CROSSPOINT 1600 FRAME XTP CP 4i 4K INPUT - 26W XTP CP 4i 4K INPUT - 26W XTP II CP 4i HDMI 4K PLUS INPUT XTP II CP 4i HDMI 4K PLUS INPUT XTP CP 4o 4K OUTPUT - 26W XTP CP 4o 4K OUTPUT - 26W XTP II CP 4o HDMI 4K PLUS OUTPUT XTP MATRIX I/O BLANK PLATE NOTE: This frames input slots are filled and there is only one output slot available. To move to the next size frame is approximately \$10,000 more..	\$24,052.00	\$24,052.00
2	2	Extron		Matrix Switcher Input Receiver Board - Included in above	\$0.00	\$0.00
3	2	Extron		Matrix Switcher Output Transmit Board - Included in above	\$0.00	\$0.00
4	2	Extron		Matrix HDMI Board Input Board - Included in above	\$0.00	\$0.00
5	1	Extron		Matrix HDMI Board Output Board - Included in above	\$0.00	\$0.00
6	4	Extron	60-1524-01	XTP SR HD 4K HDMI Twisted Pair Scaling Receiver	\$853.00	\$3,412.00
7	4	Extron	60-1524-12	XTP T HD 4K HDMI to Twisted Pair Transmitter Note: This called for scaling but Extron offers only scaling on receivers not transmitters	\$822.00	\$3,288.00
8	4	Extron	60-1524-12	XTP T HD 4K PC/Laptop connection transmitters	\$822.00	\$3,288.00
9	1	Extron	60-1429-01	IPCP PRO 250 Control Processor	\$822.00	\$822.00
10	2	Extron	60-1788-02	TLP Pro 1225TG 12" Tabletop Control Touch Panel	\$3,162.00	\$6,324.00
11	2	Extron	60-1361-01	PI 140 POE Injectors	\$209.00	\$418.00
12	1	Barco	C-10	ClickShare Includes C-10 Base and (1) Gen4 Button	\$1,437.00	\$1,437.00
13	8	Lilliput	A11	10.1" 4K HDMI & 3G Monitor	\$312.00	\$2,496.00
14	8	VIVO	STAND-V001R	Tiltable Low Profile Monitor Stand	\$75.00	\$600.00
15	2	AJA	3GDA-R0	1:6 HD DA - 1x6 3G HD/SD SDI reclocking Distribution Amplifier, 120M 3G Cable Equalization	\$399.00	\$798.00
16	1	Netgear	GSM4352PA-100NES	Netgear M4300 - 48x1G PoE+ 480W, 2x10G, 2xSFP+ Managed Switch Note: Cisco switches are not available The City can supply the switches if they have access to Cisco	\$2,533.00	\$2,533.00
SUBTOTAL:						\$49,468.00
SOUND REINFORCEMENT						
17	7	Shure	MX418D/C	Desktop Microphones 18" Gooseneck w/LED & Desktop Base	\$299.00	\$2,093.00
18	1	Biamp	Tesira Server IO-AVB	DSP Digital Signal Processor Server Chassis w 48 Channel I/O	\$5,063.00	\$5,063.00
19	1	Biamp	Tesira SVC-2	DSP Modular Phone VOIP/SIP Receiver Card	\$444.00	\$444.00
20	3	Biamp	Tesira SIC-4	DSP 4 Input Mic/Line Card	\$257.00	\$771.00
21	1	Audix	MW70WD / DN43	The M70WD is a steerable, flush-mount condenser microphone designed for distance miking. The DN43 is an analog-to-Dante (or AES67) interface for the Audix M3 tri-element microphone. Note: Biamp JB-CM1 is discontinued with no replacement	\$1,208.00	\$1,208.00
22	2	Biamp	Tesira SOC-4	DSP 4 Output Line Card	\$225.00	\$450.00
23	1	Biamp	Tesira DAN-1	DSP 64x64 Dante Module	\$1,032.00	\$1,032.00
24	1	Biamp	EX-LOGIC	Ethernet Logic 16 Channel	\$438.00	\$438.00
25	1	Marshall	AR-DM51-B	1RU Digital Audio Monitor/Speaker Rack Mount	\$892.00	\$892.00
26	4	Ross	ADA-8405-C-R2C	1 x 4 Stereo Analog Audio DA	\$437.00	\$1,748.00
27	1	Listen Tech	LS-31-072	3 Channel RF Assistive Listening System Includes: One (1) LT-803-072-01 3-Channel RF Transmitter (72 MHz) One (1) LA-122 Universal Antenna Kit One (1) LA-326 Universal Rack Mounting Kit Four (4) LR-3200-072 Intelligent DSP RF Receiver Four (4) LA-401 Universal Ear Speaker Two (2) LA-430 Intelligent Ear Phone/Neck Loop Lanyard One (1) LPT-A107-B Dual RCA to Dual RCA Cable 6.6 ft (2 m) One (1) LA-423-01 4-Port USB Charger One (1) LA-304 Assistive Listening Notification Signage Kit Additional Receivers, or Neck Loops maybe required depending on occupancy of council chamber	\$1,276.00	\$1,276.00
28	2	Shure	MXN5W-C+TB-V	Stereo Speakers for Directional Dais Sound	\$437.00	\$874.00
SUBTOTAL:						\$16,289.00
NETWORKING SYSTEM						
29	1	Netgear	GSM4352PA-100NES	Netgear M4300 - 48x1G PoE+ 480W, 2x10G, 2xSFP+ Managed Switch Note: Cisco switches are not available The City can supply the switches if they have access to Cisco	\$2,533.00	\$2,533.00

ITEM #	QTY	MANUFACTURER	MODEL #	DESCRIPTION	PRICE	EXTENDED PRICE
<p>CUSTOMER City of Calabasas ADDRESS CONTACT PHONE # EMAIL</p> <p style="text-align: center;">TRITON TECHNOLOGY SOLUTIONS BECAUSE TECHNOLOGY NEVER ENDS</p> <p style="text-align: center;">32234 Paseo Adelanto Suite E-1 San Juan Capistrano, CA 92675 phone: 949.388.3919 fax: 856.275.9175 www.TritonTechnologySolutions.com contractor's license #951869</p> <p>QUOTE DATE September 22, 2022 PROPOSAL # Calabasas BOM_V0 AV PRESENTATION SHEET TAB: SYSTEM</p>						
30	1			Miscellaneous Cabling <u>Included in Materials cost below</u>	\$0.00	\$0.00
SUBTOTAL:						\$2,533.00
CONSOLE RACKS AND SUPORT EQUIPMENT						
31	1			Miscellaneous Rack Support and Modification Hardware <u>Allotment Estimated Budget</u>	\$750.00	\$750.00
SUBTOTAL:						\$750.00
PC/SERVER EQUIPMENT						
32	1	Dell	Precision 7920 Rack Workstation	Intel® Xeon® Bronze 3204 (8.25 MB cache, 6 cores, 6 threads, up to 1.90 GHz, 85 W) *Windows 11 Pro for Workstations * NVIDIA T400 4GB, GDDR6 * 16 GB, 2X8 GB memory * 2.5" 500GB 7200rpm SATA Hard Drive * Precision 7920 Rack Chassis CL Note: Dell 3930 Precision Rack GEN10 Server Intel Xeon E-2134 Processor, 16GB 500W PS not available There are two models of 3930 9th generation available	\$3,022.00	\$3,022.00
SUBTOTAL:						\$3,022.00
OWNER FURNISHED CONTRACTOR INSTALLED (PROVISIONING REQUIRED)						
33	1			Digital Speaker Timer System Trigger integration	\$0.00	\$0.00
34	1			Integration of 9 additional current mics (2 wireless)	\$0.00	\$0.00
35	1			Existing Power Amplifiers and Speakers	\$0.00	\$0.00
36	1			Current AV sources processing through new system	\$0.00	\$0.00
37	1			I/O panels in Chamber (replacing some connections)	\$0.00	\$0.00
SUBTOTAL:						\$0.00
SYSTEM INTEGRATION						
38	1	Triton	LABOR	Project Development, System Design, Drawings and Docs	\$11,075.00	\$11,075.00
39	1	Triton	LABOR	Installation of Systems and Equipment	\$22,000.00	\$22,000.00
40	1	Triton	LABOR	Onsite Commissioning and Programming of Systems	\$19,500.00	\$19,500.00
41	1	Triton	LABOR	System Training 10 hours total 2 separate days	\$1,500.00	\$1,500.00
SUBTOTAL:						\$54,075.00
INSTALLATION MATERIALS						
42	1	Triton	MATERIALS	Installation Materials includes non-plenum cables, connectors, rack screws, cable labels, cable ties and other consumables required for the installation of the above equipment	\$8,034.00	\$8,034.00
SUBTOTAL:						\$8,034.00
<p>TERMS AND CONDITIONS:</p> <p>1. This quotation is valid for 30 days from quote date. 2. Payment terms available upon credit approval. 3. Pricing is based on a cash discount, not the use of a credit card. Payments made by credit cards will incur a 4% increase to the total. 4. Ground freight is estimated and billed at the cost Triton incurs. 5. Labor quoted, is not a condition of the equipment being purchased from Triton. 6. This information is confidential between Triton and the named Customer above and cannot be shared with anyone outside of either organization without approval from either organization. 7. Freight is taxable when Triton receives the equipment then either delivers it or ships it to the customer. Freight is non taxable when Triton's supplier ships directly to the customer.</p>				<p>VIDEO PRESNETATION AND CONTROL: \$49,468.00</p> <p>SOUND REINFORCEMENT: \$16,289.00</p> <p>NETWORKING SYSTEMS: \$2,533.00</p> <p>CONSOLE RACKS AND SUPPORT EQUIPMENT: \$750.00</p> <p>PC SERVER EQUIPMENT: \$3,022.00</p> <p>OWNER FURNISHED CONTRACTOR INSTALLED (PROVISIONING REQUIRED): \$0.00</p> <p>INSTALLATION MATERIALS: \$8,034.00</p> <p>GROUND FREIGHT ESTIMATE BILLED AT COST (DROP SHIP TO CLIENT NON-TAXABLE): \$1,762.11</p> <p>TAX @: 9.50% \$7,776.52</p> <p>SYSTEM INTEGRATION LABOR: \$54,075.00</p> <p>CALIFORNIA E-WASTE RECYCLE FEE: \$4.00/Monitor 4" - 14.99" \$5.00/Monitor 15"-34.99" \$6.00/Monitor 35" or larger \$40.00</p>		
TOTAL:						\$143,749.63

CUSTOMER: City of Calabasas
 ADDRESS:
 CONTACT:
 PHONE #:
 EMAIL:



32234 Paseo Adelanto Suite E-1 | San Juan Capistrano, CA 92675
 phone: 949.388.3919 | fax: 866.275.9175
 www.TritonTechnologySolutions.com | contractor's license #951869

QUOTE DATE: September 22, 2022
 PROPOSAL #: Calabasas BOM_V0
 SHEET TAB: TV BROADCAST PRODUCTION

ITEM #	QTY	MANUFACTURER	MODEL #	DESCRIPTION	PRICE	EXTENDED PRICE
CAMERA/ROBOTICS SYSTEMS & GRAPHICS						
1	5	Panasonic	AW-UE50KPJ	24X Optical Zoom PTZ Camera (Black)	\$2,974.00	\$14,870.00
2	1	Panasonic	AW-RP60GJ5	Touchscreen Remote Camera Controller	\$2,002.00	\$2,002.00
3	1			Bracket Allotment and Connection Point Wall Mount or Ceiling Mount Hardware with 1 Gang Connection Plate	\$299.00	\$299.00
4	1	Newblue	Fusion 2 SDI	1 RU 1 Channel Rack Unit HD Character Generator	\$8,466.00	\$8,466.00
				SUBTOTAL:		\$25,637.00
SWITCHER, MIXER AND MONITORING SYSTEMS						
5	1	Blackmagic Design	BMD-SWATEMSCN2/1ME2/HD	ATEM 2 M/E Constellation HD Live Switcher	\$1,478.00	\$1,478.00
6	1	Blackmagic Design	BMD-SWPANELADV1ME10	ATEM 1 M/E Advanced Panel	\$2,765.00	\$2,765.00
7	1	Mackie	MAC-2047800-00	Big Know Passive 2X2 Studio Monitor Controller	\$67.00	\$67.00
8	1	Blackmagic Design	BMD-HDL-AUDMON1RU12G	Audio Monitor 12G (1 RU)	\$1,111.00	\$1,111.00
9	2	Genelec	8030CP	8030C Active 5-Inch Studio Monitor (Single) Includes Isopod Stand	\$569.00	\$1,138.00
10	2	Genelec	8000-402B	Adjustable Wall Mount Bracket for 8320	\$112.00	\$224.00
11	2	Plura	PBM-332-3G	32in 3G HD-SDI Monitor w/ Dual Display Capability	\$5,249.00	\$10,498.00
12	2	Samsung	QB55B	55" Class HDR 4K UHD Commercial LED Monitor (for multiview)	\$1,090.00	\$2,180.00
13	4	Dell	P2422H	23.8" 16:9 IPS Monitor with HDMI/DP/VGA	\$295.00	\$1,180.00
14	2	Chief	MTM1U	Fusion Series Tilting Landscape wall mount	\$215.00	\$430.00
15	4	Laguna Design		Rack Console Monitor Arm	\$315.00	\$1,260.00
				SUBTOTAL:		\$22,331.00
TERMINAL, ROUTING HARDWARE AND CONVERSION						
16	1	Ross	SRG-2200	Sync/Test Generator Master Signal Reference	\$5,718.00	\$5,718.00
17	2	Ross	OGX-FR-C	Ross Open Gear 2RU Frame	\$1,537.00	\$3,074.00
18	2	Ross	PS-OGX	Redundant Power Supply	\$700.00	\$1,400.00
19	1	Ross	MUX-8258-4C-R2C	HDSDI VDA Embedder w/Analog Audio Card	\$1,459.00	\$1,459.00
20	1	Ross	DMX-8259-4C-R2C	Demux HDSDI in and 4 Analog Audio out Card	\$1,459.00	\$1,459.00
21	2	Ross	SRA-8802-R2	HDSDI VDA 1 x 8 Card	\$484.00	\$968.00
22	2	Ross	UDA-8705A-R2L	1 x 8 Analog Distribution (for Genlock distro)	\$356.00	\$712.00
23	4	Ross	ADA-8405-C-R2C	1 x 4 Stereo Analog Audio DA	\$437.00	\$1,748.00
24	1	Ross	NTP-2200	Network Time Protocol Client Op. Clock & Synchronizer	\$858.00	\$858.00
25	1	ESE	ES 562UE P OPTION	55 Inch Combo Clock/Up & Down Timer - 12 Hour - Black with Option P 19 Inch Rack Mount	\$487.00	\$487.00
26	2	AJA	ROI-HDMI	Region Of Interest HDMI to SDI Mini Converter	\$981.00	\$1,962.00
27	2	AJA	HA5-PLUS	HDMI to HDSDI Video Converter	\$399.00	\$798.00
28	2	AJA	HI5-PLUS	HD/SD-SDI to HDMI Video and Audio Converter	\$399.00	\$798.00
29	1	AJA	3G-AMA	Analog Audio Embedder	\$790.00	\$790.00
30	1	AJA	UTAP-SDI	USB 3.1 Gen 1 Powered SDI Capture Device	\$347.00	\$347.00
31	5	AJA	UDC	UDC Up down Cross converters	\$695.00	\$3,475.00
				SUBTOTAL:		\$26,053.00
NETWORK AND RECORDING SYSTEMS						
32	1	Netgear	NGR-GSM4230PX100NAS	Netgear M4250 26G4XF POE+ MNGD 1.0 SWITCH, AV Line 24x1G PoE+ 480W 2x1G and 4xSFP+, Managed Switch <i>Note: Cisco switches are not available. The City can supply the switches if they have access to Cisco.</i>	\$1,613.00	\$1,613.00
33	1	Blackmagic Design	BMD-HYPERD/ST/DCHP	Hyperdeck Studio HD Plus	\$625.00	\$625.00
34	8	AngelBird	AV Pro MK2 V90 SDXC 128GB	128GB SDXC V90 Memory Card for Recording Full HD, 4K+ and RAW Video/Photo <i>Note: SanDisk is not authorized to be used with Blackmagic Hyperdeck Studio HD Plus</i>	\$142.00	\$1,136.00
				SUBTOTAL:		\$3,374.00
CONSOLE RACKS AND SUPPORT EQUIPMENT						
35	1			Miscellaneous Rack Support and Modification Hardware allotment ESTIMATED	\$2,500.00	\$2,500.00
				SUBTOTAL:		\$2,500.00
PC/SERVER EQUIPMENT, WEBSTREAMING						

CUSTOMER: City of Calabasas
 ADDRESS:
 CONTACT:
 PHONE #:
 EMAIL:



32234 Paseo Adelanto Suite E-1 | San Juan Capistrano, CA 92675
 phone: 949.388.3919 | fax: 866.275.9175
 www.TritonTechnologySolutions.com | contractor's license #951869

QUOTE DATE: September 22, 2022
 PROPOSAL #: Calabasas BOM_V0
 SHEET TAB: TV BROADCAST PRODUCTION

ITEM #	QTY	MANUFACTURER	MODEL #	DESCRIPTION	PRICE	EXTENDED PRICE																																																
36	1	Dell	Precision 7920 Rack Workstation	Intel® Xeon® Bronze 3204 (8.25 MB cache, 6 cores, 6 threads, up to 1.90 GHz, 85 W) *Windows 11 Pro for Workstations * NVIDIA T400 4GB, GDDR6 * 16 GB, 2X8 GB memory * 2.5" 500GB 7200rpm SATA Hard Drive * Precision 7920 Rack Chassis CL Note: Dell 3930 Precision Rack GEN10 Server Intel Xeon E-2134 Processor, 16GB 500W PS not available There are two models of 3930 9th generation available	\$3,022.00	\$3,022.00																																																
37	1	AJA	HELO	Web streaming Device	\$1,216.00	\$1,216.00																																																
SUBTOTAL:						\$4,238.00																																																
KVM AND UPS EQUIPMENT																																																						
38	1	Blackbox	KV0416A-R2	CX(KVM) Switch Server w/4 Users and 16 PC. KVM Switch - (1) Local Console Port + (4) Users, (16) Servers, CATX	\$2,491.00	\$2,491.00																																																
39	2	Blackbox	KV04-REM	KVM Remote Unit User Stations	\$494.00	\$988.00																																																
40	6	Blackbox	KV1408A	Access Module - DisplayPort, HDMI, USB, & Audio (CAT)	\$288.00	\$1,728.00																																																
SUBTOTAL:						\$5,207.00																																																
OWNER FURNISHED CONTRACTOR INSTALLED (PROVISIONING REQUIRED)																																																						
41	1	Yamaha	DM-1000 V2	Yamaha Mixer to continue to server TV but no longer AV	\$0.00	\$0.00																																																
42	1			Up/Down/Cross Conversion from Library Cameras and AV System Outputs	\$0.00	\$0.00																																																
43	1			Playback System interfaces	\$0.00	\$0.00																																																
44	1			Console Furniture in Control Room	\$0.00	\$0.00																																																
45	1			Tie lines as necessary	\$0.00	\$0.00																																																
46	1			Incoming Cameras from Library System (SDI)	\$0.00	\$0.00																																																
SUBTOTAL:						\$0.00																																																
SYSTEM INTEGRATION																																																						
47	1	Triton	LABOR	Project Development, System Design, Drawings and Docs	\$11,500.00	\$11,500.00																																																
48	1	Triton	LABOR	Installation of Systems and Equipment	\$25,750.00	\$25,750.00																																																
49	1	Triton	LABOR	Onsite Commissioning and Programming of Systems	\$11,130.00	\$11,130.00																																																
50	1	Triton	LABOR	System Training, 10 hours total, 2 separate days	\$1,500.00	\$1,500.00																																																
SUBTOTAL:						\$49,880.00																																																
INSTALLATION MATERIALS																																																						
51	1	Triton	MATERIALS	Installation Materials includes non-plenum cables, connectors, rack screws, cable labels, cable ties and other consumables required for the installation of the above equipment	\$8,374.00	\$8,374.00																																																
SUBTOTAL:						\$8,374.00																																																
TERMS AND CONDITIONS: 1. This quotation is valid for 30 days from quote date. 2. Payment terms available upon credit approval. 3. Pricing is based on a cash discount, not the use of a credit card. Payments made by credit cards will incur a 4% increase to the total. 4. Ground freight is estimated and billed at the cost Triton incurs. 5. Labor quoted, is not a condition of the equipment being purchased from Triton. 6. This information is confidential between Triton and the named Customer above and cannot be shared with anyone outside of either organization without approval from either organization. 7. Freight is taxable when Triton receives the equipment then either delivers it or ships it to the customer. Freight is non taxable when Triton's supplier ships directly to the customer.				<table border="1"> <tr> <td>CAMERA/ROBOTICS SYSTEMS & GRAPHICS:</td> <td></td> <td>\$25,637.00</td> </tr> <tr> <td>SWITCHER, MIXER AND MONITORING SYSTEMS:</td> <td></td> <td>\$22,331.00</td> </tr> <tr> <td>TERMINAL, ROUTING HARDWARE AND CONVERSION:</td> <td></td> <td>\$28,053.00</td> </tr> <tr> <td>NETWORK AND RECORDING SYSTEMS:</td> <td></td> <td>\$3,374.00</td> </tr> <tr> <td>CONSOLE RACKS AND SUPPORT EQUIPMENT:</td> <td></td> <td>\$2,500.00</td> </tr> <tr> <td>PC/SERVER EQUIPMENT, WEBSTREAMING:</td> <td></td> <td>\$4,238.00</td> </tr> <tr> <td>KVM AND UPS EQUIPMENT:</td> <td></td> <td>\$5,207.00</td> </tr> <tr> <td>OWNER FURNISHED CONTRACTOR INSTALLED (PROVISIONING REQUIRED):</td> <td></td> <td>\$0.00</td> </tr> <tr> <td>INSTALLATION MATERIALS:</td> <td></td> <td>\$8,374.00</td> </tr> <tr> <td>GROUND FREIGHT ESTIMATE BILLED AT COST (DROP SHIP TO CLIENT NON-TAXABLE):</td> <td></td> <td>\$3,419.99</td> </tr> <tr> <td>TAX @:</td> <td>9.50%</td> <td>\$9,607.73</td> </tr> <tr> <td>SYSTEM INTEGRATION LABOR:</td> <td></td> <td>\$49,880.00</td> </tr> <tr> <td>CALIFORNIA E-WASTE RECYCLE FEE:</td> <td></td> <td></td> </tr> <tr> <td>\$4.00/Monitor 4" - 14.99"</td> <td></td> <td></td> </tr> <tr> <td>\$5.00/Monitor 15"-34.99"</td> <td></td> <td></td> </tr> <tr> <td>\$6.00/Monitor 35" or larger</td> <td></td> <td>\$42.00</td> </tr> </table>			CAMERA/ROBOTICS SYSTEMS & GRAPHICS:		\$25,637.00	SWITCHER, MIXER AND MONITORING SYSTEMS:		\$22,331.00	TERMINAL, ROUTING HARDWARE AND CONVERSION:		\$28,053.00	NETWORK AND RECORDING SYSTEMS:		\$3,374.00	CONSOLE RACKS AND SUPPORT EQUIPMENT:		\$2,500.00	PC/SERVER EQUIPMENT, WEBSTREAMING:		\$4,238.00	KVM AND UPS EQUIPMENT:		\$5,207.00	OWNER FURNISHED CONTRACTOR INSTALLED (PROVISIONING REQUIRED):		\$0.00	INSTALLATION MATERIALS:		\$8,374.00	GROUND FREIGHT ESTIMATE BILLED AT COST (DROP SHIP TO CLIENT NON-TAXABLE):		\$3,419.99	TAX @:	9.50%	\$9,607.73	SYSTEM INTEGRATION LABOR:		\$49,880.00	CALIFORNIA E-WASTE RECYCLE FEE:			\$4.00/Monitor 4" - 14.99"			\$5.00/Monitor 15"-34.99"			\$6.00/Monitor 35" or larger		\$42.00
CAMERA/ROBOTICS SYSTEMS & GRAPHICS:		\$25,637.00																																																				
SWITCHER, MIXER AND MONITORING SYSTEMS:		\$22,331.00																																																				
TERMINAL, ROUTING HARDWARE AND CONVERSION:		\$28,053.00																																																				
NETWORK AND RECORDING SYSTEMS:		\$3,374.00																																																				
CONSOLE RACKS AND SUPPORT EQUIPMENT:		\$2,500.00																																																				
PC/SERVER EQUIPMENT, WEBSTREAMING:		\$4,238.00																																																				
KVM AND UPS EQUIPMENT:		\$5,207.00																																																				
OWNER FURNISHED CONTRACTOR INSTALLED (PROVISIONING REQUIRED):		\$0.00																																																				
INSTALLATION MATERIALS:		\$8,374.00																																																				
GROUND FREIGHT ESTIMATE BILLED AT COST (DROP SHIP TO CLIENT NON-TAXABLE):		\$3,419.99																																																				
TAX @:	9.50%	\$9,607.73																																																				
SYSTEM INTEGRATION LABOR:		\$49,880.00																																																				
CALIFORNIA E-WASTE RECYCLE FEE:																																																						
\$4.00/Monitor 4" - 14.99"																																																						
\$5.00/Monitor 15"-34.99"																																																						
\$6.00/Monitor 35" or larger		\$42.00																																																				

Professional Services Agreement
 City of Calabasas/ Triton Technology Solutions, Inc.

CUSTOMER: City of Calabasas ADDRESS: CONTACT: PHONE #: EMAIL:	 <p>TRITON TECHNOLOGY SOLUTIONS BECAUSE TECHNOLOGY NEVER ENDS</p> <p>32234 Paseo Adelanto Suite E-1 San Juan Capistrano, CA 92675 phone: 949.388.3919 fax: 866.275.9175 www.TritonTechnologySolutions.com contractor's license #951869</p>	QUOTE DATE: September 22, 2022 PROPOSAL #: Calabasas BOM_V0 SHEET TAB: TV BROADCAST PRODUCTION
---	--	--

ITEM #	QTY	MANUFACTURER	MODEL #	DESCRIPTION	PRICE	EXTENDED PRICE
TOTAL:						\$160,663.72

TV PRODUCTION & AV SYSTEM UPGRADE PROJECT PROPOSAL

ANNUAL SERVICE AGREEMENT

The following Annual Service Agreement would be put in place after the end of Triton's standard warranty.

The cost for this agreement is \$13,250.00 for one year. This includes \$1,000 allocated to be used for outside repair fees, materials/equipment, or freight fees. Outside repair fees would include bench work or repair services a manufacturer charges if equipment requires repair. Materials include cables, connectors, and other consumables that may be required as well as any low-cost equipment that may be required. Freight fees would be charged at Triton's cost to ship any equipment that required repair by a manufacturer. The outside repair fees, material/equipment or freight fees would only be billed if required. Any outside repair fees would need to be approved by City staff prior to the repair occurring.

Triton Technology will contract with the City of Calabasas to provide support services for a period of one year from the date of contract or purchase order. Any future upgrades to these systems performed by Triton or backed with system documentation will be supported during the term of the contract.

The support services will include:

- ❑ Triton will provide one engineer to come on site four times annually for an eight-hour service day. If two engineers are required for a single visit you can use two of your days to have two engineers onsite the same day.
- ❑ The service appointment will be scheduled 30 days prior to the service. We will try to accommodate scheduling this service sooner for an emergency or special event.
- ❑ Triton may perform the following tasks as time allows and in coordination with the City's coordinated prioritization which would be agreed upon prior to visit. Not all these items apply to all systems.
 - ◆ Cleaning equipment of dust including vacuuming of filters and equipment.
 - ◆ Confirm all video and audio levels are set properly and adjust, as necessary.
 - ◆ Make any repairs or settings changes to the system that the client has notified Triton of prior to visit. Equipment requiring repair will follow procedures listed below.
 - ◆ Calibrate camera settings including color, sync, black & white balance
 - ◆ Verify Blackburst or other sync signals are correctly implemented and functional in any systems requiring it.
 - ◆ Verify equipment software and firmware are up to date if needed including Engineering PC and other PC-based systems. Note that any changes to software or firmware are performed on an "as needed" basis in coordination with City staff and manufacturer.
 - ◆ Check health of hard drives, SAN, or NAS systems.
 - ◆ Check hard drive storage availability on systems and optimize or create rules and workflow adjustments in coordination with staff if needed. This can include the use of watch folders and other automatic tools.

TV PRODUCTION & AV SYSTEM UPGRADE PROJECT PROPOSAL

- ◆ Check microphones, audio mixer and audio system including mixer and potentially DSP settings
 - ◆ Check input/output functionality at I/O or BSP panels
 - ◆ Remove unnecessary video and audio patch cables in coordination with staff and testing as several systems are undocumented currently.
 - ◆ Test and calibrate mixer levels and work with client to adjust presets if needed
 - ◆ Overall system training which may not include specific equipment training.
 - ◆ Install new equipment at the visit if coordinated in advance of the visit. (This may require a design, other equipment, specialized installation materials or new cables pulled that may not be possible without prior coordination).
- ◆ Provide written report of services performed including any recommendations or items that need to be addressed in the form of a report provided with one week of site visit.
 - ◆ Once notified of a condition or issue or an issue is observed onsite, Triton will provide phone and/or email technical support within 4 hours of the initial notification. This assumes initial notification would be within normal business hours not including weekends or holidays and the response would be within normal business hours as well. Once the problem has been identified Triton will help the client through the phone or email to find a work around if possible. If no work around is possible, then Triton will schedule an appointment to come onsite at the first available opportunity.
 - ◆ Unlimited phone, offsite remote access support, text and/or email support during normal business hours, M-F 8am – 5pm excluding weekends and holidays for system technical problems.
 - ◆ This contract includes offsite time for research of any potential solutions, working with the device manufacturer's tech support on behalf of the city and in coordination with city staff if needed, or coordination of RMA's.
 - ◆ Offsite remote access via Internet is included in this agreement if the city allows access to Triton's personnel. See Triton's "Triton's Data and Network Security Liability Disclosure" for more information. All remote access systems to be provided by City of Santa Barbara and access must be approved for each instance.
 - ◆ Consumables such as cables, connectors, solder, rack screws, or other consumables used or required during a service and or repair, will be provided by Triton. Triton will however bill these items against the \$1,000 allocated for these items. In most cases this cost is minimal (\$250 or less) per service call. However, if a need arises requiring a substantial use of materials for a service call, Triton will identify these costs and will get approval from the City's staff prior to the service call.
 - ◆ Any changes made to the system, during a regular scheduled maintenance appointment, which requires the existing documentation to be updated, Triton will update the documentation and provide both AutoCAD and pdf files to the city.

For any equipment that requires offsite repair by either the manufacturer or an authorized repair facility, Triton will provide the following service:

- ◆ Triton will work directly with the manufacturer through the troubleshooting and return authorization process.

TV PRODUCTION & AV SYSTEM UPGRADE PROJECT PROPOSAL

- Once Triton receives a proposal for the service work (sometimes this information can be given prior to the manufacturer receiving the product and other times they need to physically evaluate the unit) we will provide a proposal to the city. The repair would not be completed until the city staff approves the repair cost.
- Triton will uninstall the equipment during the planned service visit. Triton will package it and ship it using ground freight except under the following conditions: expedited shipment, packaging for oversized items, palletized equipment, or items required to go by truck. These exceptions will be invoiced directly to the City at Triton's cost.
- Once the item is repaired and sent back, either the city's own staff can reinstall it or Triton. If Triton reinstalls it, the city can elect to use one of the four annual service days they have available, or Triton will invoice this at the hourly service rates.
- Triton will try in good faith to acquire loaner equipment from the manufacturer while the city's equipment is in for repair. If none is available the city has the option to rent equipment, which is not included in this contract.

For services outside of the standard agreement the following rates will apply and are billable to the city:

EMPLOYEE	OFF SITE HOURLY RATE	ON SITE DAILY RATE
Design Engineer	\$125.00	\$2,100.00
Project Engineer	\$100.00	\$1,800.00
Project Manager	\$125.00	\$2,100.00
Software Programmer	\$150.00	\$2,250.00
Install Supervisor (Prevailing wage rate)	\$110.00	\$1,950.00
Installer (Prevailing wage rate)	\$95.00	\$1,750.00
General Administration	\$60.00	N/A

These rates will be invoiced as follows:

- Any service outside of the Standard Agreement will need City approval prior to the service being completed.
- All hourly services will be billed in 30-minute blocks as incurred.
- All daily rates represent an 8-hour workday.
- Any services performed outside of the standard agreement will be invoiced with payment due in Net 30 days includes.
- The Annual Agreement will be billed on the 1st day of the 1st, 3rd, 6th, and 9th months of the agreement.

TV PRODUCTION & AV SYSTEM UPGRADE PROJECT PROPOSAL

PROJECT ASSUMPTIONS AND EXCLUSIONS

- ❖ All existing equipment is in working order.
- ❖ Freight becomes taxable if Triton takes delivery of equipment at their warehouse. The proposal assumes all equipment is being shipped directly to the city. If the City requires Triton to stage the equipment at their warehouse, then the freight quoted will need sales tax added.
- ❖ We will have access to the space for total of four consecutive weeks. This maybe reduced but we need time for the installation, programming, commissioning, system testing and training. This can be discussed once the design is complete and we finalize the timeline for the remainder of the project.
- ❖ The City of Calabasas is to provide clear cable pathways utilizing, conduit, ladder, or other methods. Triton will collaborate with the client to identify what is required.
- ❖ Triton does not perform any high voltage electrical as we do not have a C10 Contractor's license nor does Triton install any new conduit pathways for low voltage cabling. This is provided by the client or their electrician.
- ❖ All permits to be provided by owner
- ❖ All acoustic, high voltage electrical, mechanical, and civil engineering is provided by others.
- ❖ Costs for scissor lift or scaffolding is not included for any service that may occur after the completion and sign off of the project. This can be quoted when required.
- ❖ Plenum Cabling is not a requirement of this project.
- ❖ Triton Technology Solutions assumes that City staff including the Production Manager, City Clerk and all other staff who has input on the design will be available to answer questions during all phases of this project.
- ❖ Triton will inform the City of Calabasas if there is any change in the scope of work and will provide a price for the change. The City of Calabasas then can decide to accept or reject the change. If the change is accepted, then the City of Calabasas will need to issue a revised PO or contract.
- ❖ This proposal is valid for 90 days from the date of submittal.
- ❖ These services are quoted to complete this project within the attached timeline. Delays by the customer, or other parties, which extends the timeline will affect Triton's cost and Triton will require a change order to cover the additional costs for the additional time required to provide these services over an extended period.
- ❖ It is the City of Calabasas responsibility to warrant the security of any and all information provided for data and or network security provided for this project. For more information, Triton's Data and Network Security Liability Disclosure is available upon request.
- ❖ The labor quoted is not a condition of equipment being purchased from Triton.
- ❖ This proposal does not include the cost of a bid, performance, or payment bond. If bond is required for this project the cost will need to be added to this proposal.
- ❖ Liquidated damages is not a condition of this project.

TV PRODUCTION & AV SYSTEM UPGRADE PROJECT PROPOSAL

TERMS AND CONDITIONS

❖ **LIMITATION OF LIABILITY:** Neither party shall be liable for loss of profits or any special, incidental, or consequential damages arising from this agreement, however caused, even if the other party has been advised of the possibility of such potential loss or damage. In no event, shall either party's liability for actions arising from or related to the services provided under this agreement exceed the amount of fees payable for such services pursuant to this agreement.

❖ **TERMINATION:** City of Calabasas may terminate this Agreement at any time upon written notice to Triton. Triton may terminate this Agreement upon thirty (30) days prior written notice to the City of Calabasas only upon the occurrence of the material breach of any of the terms or conditions of this Agreement by the City of Calabasas, including but not limited to any failure to make payment as required herein, and the breach is not cured within thirty (30) days after written notice thereof. In the event of termination of this Agreement as provided herein, City of Calabasas shall remain responsible to pay Triton, in accordance with this Agreement, for any services provided by Triton to the City of Calabasas in accordance with this Agreement through the date of termination, for which full payment has not been made. Subsequent to the date of termination, following notice, Triton shall have no further responsibility to perform any services for the City of Calabasas.

❖ **CONFIDENTIALITY:** This proposal and all its content and any attached documents are proprietary and confidential and cannot be used for any purpose other than evaluating the proposal. It is not to be shared in whole or in part with anyone outside the City of Calabasas.

TV PRODUCTION & AV SYSTEM UPGRADE PROJECT PROPOSAL

WARRANTY STATEMENT

The warranty of systems designed and installed by Triton fall into two included categories:

- I. System Installation Warranty (Covered by Triton)
- II. Equipment Warranty (Covered by the Manufacturer, NOT Triton)

I. System Installation Warranty: Covered by Triton

The System Installation Warranty covers the INSTALLATION materials needed to connect the equipment within a system and is covered by Triton.

Triton warrants all *system installation components and workmanship* to be free from defects for a minimum period of one (1) year from the date of customer final acceptance and sign-off or Substantial Completion¹ whichever comes FIRST. This warranty includes all system installation components such as:

Cable, connectors, nuts, bolts, screws, cable support bars, terminal blocks, tie-raps, strain relief, mounting brackets, input/output panels, custom software, or custom equipment manufactured where no commercial product was available or was unsuitable. It is important to note this warranty covers installation materials of the system and NOT the equipment within the system unless Triton has manufactured the individual component. Triton will warranty any custom designed / built equipment or interfaces created by Triton for a period of (1) year.

Triton will correct or replace any of the above installation components that fail during the one (1) year warranty period at **NO CHARGE** to the customer.

If Triton provides *system design* services to the customer, Triton also warrants that the components selected or recommended, and the system configuration including system performance specifications is operational and appropriate for the intended use as agreed upon by the customer and shown in the single line documentation and equipment lists provided with the system for the same period of one (1) year. Triton will work diligently to ensure the system design meets or exceeds the expectations of the customer. It is the customer's responsibility to fully understand the capabilities and limitations of the system BEFORE signing off on the final single line documentation.

Triton will correct any system design configuration that fails to perform to specification or as diagramed after the single lines have been approved. If the system will not function as depicted on the single line diagrams, Triton will provide the engineering services for the re-design and subsequent changes to documentation, and any other design element affected by the change at **NO CHARGE** to the customer. The customer will be responsible for any equipment items needed to make the system functional.

Equally important to what is provided by the System Installation Warranty, is what is not covered.

NOT COVERED under the Triton System Installation Warranty:

1. **Manufactured Equipment that fails to operate DURING the installation period.** If during the system installation, a piece of equipment fails to operate properly, Triton will coordinate

TV PRODUCTION & AV SYSTEM UPGRADE PROJECT PROPOSAL

with the manufacturer or vendor that provided the equipment to have it repaired or replaced as necessary only if the equipment is purchased from Triton.

1. If the equipment is not purchased from Triton the customer will need to coordinate the repair or replacement of the piece of equipment.
2. If the equipment is not purchased from Triton and this causes a delay of the installation, testing, commissioning or completion of the project, the customer will be charged for the time lost for any Triton employee not able to complete their work during that delay. If other work can be assigned to the employee then there will be no additional charge.

It will be the responsibility of the customer to provide the freight to/from the manufacturer as required by the manufacturer's warranty agreement. Triton will not be liable for missed deadlines or loss of business to the customer for equipment that does not function and is beyond the control of Triton.

2. **Manufactured Equipment fails AFTER system sign-off.** If an equipment item fails after the system is operational and signed-off by the customer. The customer will be responsible for getting the equipment item repaired or replaced according to the manufacturer's warranty. Triton is not responsible for the removal or reinstallation of the item. If the customer is not technically capable of removal/reinstallation of the item, Triton will provide those services at the prevailing rates.
3. **Legacy equipment** provided by the customer as part of a system installation that fails to operate will be the responsibility of the customer to have repaired and functioning to a level of specification in accordance with system in which it is placed. (i.e., the unit meets broadcast or manufacturers specifications if designed to be used in a broadcast system)
4. **System design modifications** that affect the operational capability of the system after it has been installed, tested and signed off. If the customer changes the design or re-wires the system and is not in accordance with the single line documents provided, Triton will NOT warranty the portion of the system that was changed or its effect on the remaining portions of the system. NOTE: a change in one area may affect another. If Triton must research and correct the problem that was a result of a customer design change after approval, the customer will be responsible for all charges at the Triton prevailing rates.
5. **Triton will not warrant software and computer configuration changes performed by the customer after system sign-off.** Computer-based equipment is extremely sensitive to configuration changes. When Triton completes an installation that includes software, ONLY those programs and configurations recommended or approved by the manufacturer or software provider should be placed on the computer. **If the customer adds, changes, updates, deletes, or otherwise changes the software or configuration of the computer, Triton will not warrant the computer-based system operation.** It is highly recommended that ANY of the computer-based systems be operated in strict accordance with the manufacturer's recommendations. The customer will be responsible for all expenses to either return the system to its original configuration or find the solution that enables the change to be functional.
6. **System design by consultants or others are NOT warranted by Triton unless Triton has completed a thorough engineering review.** Triton will not knowingly embark on a system

TV PRODUCTION & AV SYSTEM UPGRADE PROJECT PROPOSAL

design or installation that is known to be flawed or which the operational performance is questionable.

7. **Equipment modifications.** Modifications to equipment that are not approved by the manufacturer may not be warranted within a system. Generally, those will be limited to the specific item but may have a detrimental effect on other components of the system.
8. **Use of non-standard equipment, connectors, cables, or adapters.** If a customer uses non-standard items within the system that is not part of the Triton installation process, and approved by Triton, Triton will not warrant these items and related systems. It will be the customer's responsibility to ensure the compatibility of such items for their intended use within the system.
9. **Data and Network Security.** Triton Technology Solutions, Inc. shall make all efforts to maintain network and data security during the project. Triton will not guarantee or warrant the security of any information you provide for this project. Triton to be held harmless for any and all claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of classified information, alteration of electronic information, extortion, and network security. Triton is not liable for any breach response costs as well as regulatory fines and penalties nor credit monitoring expenses. Triton's Network Liability Clause is available for more information and detail to how we will make every effort to maintain data security during the project.
10. **Training.** Training is not included in the system warranty; however, it is available at an additional cost if required.

II. The Equipment Warranty: NOT Covered by Triton

The Equipment warranty covers the manufactured equipment items that make up the system such as Cameras, Projectors, Switchers, Editors, Monitors, Distribution Amplifiers, and other manufactured items. The warranties for these items are covered by the **MANUFACTURER** and may vary in length and level of coverage. Under our standard warranty, Triton does not cover these equipment items since they are covered by the manufacturer. Triton **MAY** provide various levels of equipment warranty services for an additional charge.

Definitions:

¹ Substantial Completion is defined as the customer having the first beneficial use of the system as it was intended or designed.

EXHIBIT B APPROVED FEE SCHEDULE

TV PRODUCTION & AV SYSTEM UPGRADE PROJECT PROPOSAL

- Once Triton receives a proposal for the service work (sometimes this information can be given prior to the manufacturer receiving the product and other times they need to physically evaluate the unit) we will provide a proposal to the city. The repair would not be completed until the city staff approves the repair cost.
- Triton will uninstall the equipment during the planned service visit. Triton will package it and ship it using ground freight except under the following conditions: expedited shipment, packaging for oversized items, palletized equipment, or items required to go by truck. These exceptions will be invoiced directly to the City at Triton's cost.
- Once the item is repaired and sent back, either the city's own staff can reinstall it or Triton. If Triton reinstalls it, the city can elect to use one of the four annual service days they have available, or Triton will invoice this at the hourly service rates.
- Triton will try in good faith to acquire loaner equipment from the manufacturer while the city's equipment is in for repair. If none is available the city has the option to rent equipment, which is not included in this contract.

For services outside of the standard agreement the following rates will apply and are billable to the city:

EMPLOYEE	OFF SITE HOURLY RATE	ON SITE DAILY RATE
Design Engineer	\$125.00	\$2,100.00
Project Engineer	\$100.00	\$1,800.00
Project Manager	\$125.00	\$2,100.00
Software Programmer	\$150.00	\$2,250.00
Install Supervisor (Prevailing wage rate)	\$110.00	\$1,950.00
Installer (Prevailing wage rate)	\$95.00	\$1,750.00
General Administration	\$60.00	N/A

These rates will be invoiced as follows:

- Any service outside of the Standard Agreement will need City approval prior to the service being completed.
- All hourly services will be billed in 30-minute blocks as incurred.
- All daily rates represent an 8-hour workday.
- Any services performed outside of the standard agreement will be invoiced with payment due in Net 30 days includes.
- The Annual Agreement will be billed on the 1st day of the 1st, 3rd, 6th, and 9th months of the agreement.



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
10/19/22

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

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

PRODUCER NUGEN & ASSOCIATES INSURANCE SERV INC 10722 ARROW RTE STE#116 Rancho Cucamonga, CA 91730	CONTACT NAME: BART A NUGEN		
	PHONE (A/C No. Ext): 909/941-0167	FAX (A/C No): 909/941-9453	
E-MAIL ADDRESS:			
PRODUCER CUSTOMER ID # #OC17304			
INSURED TRITON TECHNOLOGY SOLUTIONS, INC 32234 PASEO ADELANTO STE#E1 SAN JUAN CAPISTRANO CA 92675 949 388-3919	INSURER(S) AFFORDING COVERAGE		NAIC#
	INSURER A: OHIO SECURITY INSURANCE COMPANY		24082 FSCXV
	INSURER B: UNITED STATES LIABILITY INSURANCE COMPANY		25895 FSCX
	INSURER C: STATE COMPENSATION INSURANCE FUND		N/R
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			BKS (23) 56399403	03/03/22	03/03/23	EACH OCCURRENCE	\$2,000,000.00
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY		Y				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$100,000.00
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$ 5,000.00
							PERSONAL & ADV INJURY	\$2,000,000.00
							GENERAL AGGREGATE	\$4,000,000.00
							PRODUCTS - COMP/OP AGG	\$4,000,000.00
GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC								
A	AUTOMOBILE LIABILITY			BAS (23) 56535798	05/24/22	05/24/23	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000.00
	<input checked="" type="checkbox"/> ANY AUTO		BODILY INJURY (Per person)				\$	
	<input type="checkbox"/> ALL OWNED AUTOS		BODILY INJURY (Per accident)				\$	
	<input checked="" type="checkbox"/> SCHEDULED AUTOS		PROPERTY DAMAGE (Per accident)				\$	
	<input checked="" type="checkbox"/> HIRED AUTOS						\$	
<input checked="" type="checkbox"/> NON-OWNED AUTOS			\$					
A	UMBRELLA LIAB			ESA (23) 56399403	03/03/22	03/03/23	EACH OCCURRENCE	\$2,000,000.00
	<input checked="" type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE					AGGREGATE	\$2,000,000.00
	<input type="checkbox"/> DEDUCTIBLE							\$
	RETENTION \$						\$	
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			9111099 22	09/12/22	09/12/23	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N	N/A				E.L. EACH ACCIDENT	\$1,000,000.00
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$1,000,000.00
								E.L. DISEASE - POLICY LIMIT
B	E&O(Incl Cyber Liab)				TK1005569L	05/13/22	05/13/23	1000000occ/2000000agg
A	Property			BKS (23) 56399403	03/03/22	03/03/23	\$412,000 BBP of other	

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

ALL AUDIO/VIDEO OPERATIONS OF THE NAMED INSURED

CITY OF CALABASAS IS BEING NAMED AS ADDITIONAL INSURED PER FORM CG2010 04/13.DEC AND ENDORSEMENT PAGES ATTACHED

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

© 1988-2009 ACORD CORPORATION. All rights reserved.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
AS REQUIRED BY WRITTEN CONTRACT SIGNED BY BOTH PARTIES TO THE LOSS	ALL AUDIO/VIDEO OPERATIONS OF THE NAMED INSURED
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

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

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

However:

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

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

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

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

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

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

1. Required by the contract or agreement; or

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

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



Coverage Is Provided In:
Ohio Security Insurance Company - a stock company

Policy Number:
BKS (23) 56 39 94 03
Policy Period:
From 03/03/2022 To 03/03/2023
12:01 am Standard Time
at Insured Mailing Location

Common Policy Declarations

Named Insured & Mailing Address

TRITON TECHNOLOGY SOLUTIONS INC
32234 Paseo Adelanto
San Juan Capistrano, CA 92675

Agent Mailing Address & Phone No.

(909) 941-0167
NUGEN & ASSOCIATES INSURANCE
SERVICES INC
10722 ARROW RTE STE 116
RCH CUCAMONGA, CA 91730-4809

Named Insured Is: CORPORATION

Named Insured Business Is: AUDIO AND VIDEO EQUIPMENT STORE

RECEIVED

JAN 20 2021

In return for the payment of the premium, and subject to all the terms of this policy, we agree with you to provide the insurance as stated in this policy.

SUMMARY OF COVERAGE PARTS AND CHARGES

This policy consists of this Common Policy Declarations page, Common Policy Conditions, Coverage Parts (which consist of coverage forms and other applicable forms and endorsements, if any, issued to form a part of them) and any other forms and endorsements issued to be part of this policy.

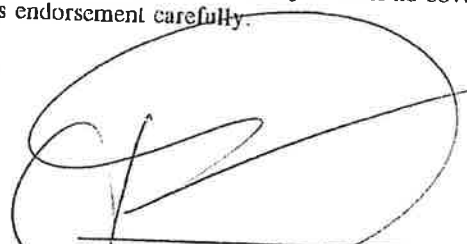
COVERAGE PART	CHARGES
Commercial Property	\$1,105.00
Commercial Crime	\$181.00
Commercial General Liability	\$440.00

Total Charges for all of the above coverage parts: \$1,726.00

Note: This is not a bill

IMPORTANT MESSAGES

- This policy is auditable. Please refer to the conditions of the policy for details or contact your agent.
- Notice: The Employment-Related Practices Exclusion CG 21 47 is added to this policy to clarify there is no coverage for liability arising out of employment-related practices. Please read this endorsement carefully.



Authorized Representative

Issue Date 01/17/22

To report a claim, call your Agent or 1-844-325-2467



Coverage Is Provided In:
Ohio Security Insurance Company - a stock company

Policy Number: **BKS (23) 56 39 94 03**
Policy Period:
From 03/03/2022 To 03/03/2023
12:01 am Standard Time
at Insured Mailing Location

Common Policy Declarations

Named Insured	Agent
TRITON TECHNOLOGY SOLUTIONS INC 32234 Paseo Adelanto San Juan Capistrano, CA 92675	(909) 941-0167 NUGEN & ASSOCIATES INSURANCE SERVICES INC 10722 ARROW RTE STE 116 RCH CUCAMONGA, CA 91730-4809

SUMMARY OF LOCATIONS

This policy provides coverage for the following under one or more coverage parts. Please refer to the individual Coverage Declarations Schedules, or, the individual Coverage Forms for locations or territory definition for that specific Coverage Part.

0001 32234 Paseo Adelanto, San Juan Capistrano, CA 92675-3622

POLICY FORMS AND ENDORSEMENTS

This section lists the Forms and Endorsements for your policy. Refer to these documents as needed for detailed information concerning your coverage.

FORM NUMBER	TITLE
CG 00 01 04 13	Commercial General Liability Coverage Form - Occurrence
CG 21 06 05 14	Exclusion - Access Or Disclosure Of Confidential Or Personal Information And Data-Related Liability - With Limited Bodily Injury Exception
CG 21 47 12 07	Employment-Related Practices Exclusion
CG 21 67 12 04	Fungi or Bacteria Exclusion
CG 21 73 01 15	Exclusion of Certified Acts of Terrorism
CG 21 87 01 15	Conditional Exclusion of Terrorism - (Relating to Disposition of Federal Terrorism Risk Insurance Act)
CG 24 26 04 13	Amendment of Insured Contract Definition

In witness whereof, we have caused this policy to be signed by our authorized officers.

Mark Touhey
Secretary

David Long
President

To report a claim, call your Agent or 1-844-325-2467
DS 70 21 11 16



Coverage Is Provided In:
Ohio Security Insurance Company - a stock company

Policy Number:
BKS (23) 56 39 94 03
Policy Period:
From 03/03/2022 To 03/03/2023
12:01 am Standard Time
at Insured Mailing Location

Common Policy Declarations

Named Insured	Agent
TRITON TECHNOLOGY SOLUTIONS INC 32234 Paseo Adelanto San Juan Capistrano, CA 92675	(909) 941-0167 NUGEN & ASSOCIATES INSURANCE SERVICES INC 10722 ARROW RTE STE 116 RCH CUCAMONGA, CA 91730-4809

POLICY FORMS AND ENDORSEMENTS - CONTINUED

This section lists all of the Forms and Endorsements for your policy. Refer to these documents as needed for detailed information concerning your coverage.

FORM NUMBER	TITLE
CG 84 99 01 12	Non-Cumulation Of Liability Limits Same Occurrence
CG 88 10 04 13	Commercial General Liability Extension
CG 88 60 12 08	Each Location General Aggregate Limit
CG 88 62 04 13	Additional Insured - Blanket Vendors
CG 88 77 12 08	Medical Expense At Your Request Endorsement
CG 88 86 12 08	Exclusion - Asbestos Liability
CG 90 41 01 13	Amendment Of Coverage B Personal And Advertising Injury
CP 00 10 04 02	Building and Personal Property Coverage Form
CP 00 90 07 88	Commercial Property Conditions
CP 01 40 07 06	Exclusion of Loss Due to Virus or Bacteria
CP 04 49 02 20	California Changes - Replacement Cost
CP 10 30 04 02	Causes of Loss - Special Form
CP 10 32 08 08	Water Exclusion Endorsement
CP 72 97 04 02	Equipment Breakdown Enhancement Endorsement - Special Form
CP 88 04 03 10	Removal Permit
CP 88 60 12 12	Property Extension Plus For Retailers
CP 90 58 05 17	California Changes - Increased Cost Of Construction
CP 90 59 12 12	Identity Theft Administrative Services and Expense Coverage
CP 92 01 05 17	Property Anti-Stacking Endorsement
CP 92 12 12 20	Cyber Incident Exclusion
CR 00 01 10 90	Employees Dishonesty Coverage Form (Coverage Form A - Blanket)
CR 10 00 04 97	Crime General Provisions (Loss Sustained Form)
CR 10 27 01 86	Welfare and Pension Plan ERISA Compliance
CR 10 43 01 89	Joint Insured

To report a claim, call your Agent or 1-844-325-2467



Coverage Is Provided In:
 Ohio Security Insurance Company - a stock company

Policy Number: **BKS (23) 56 39 94 03**
 Policy Period:
From 03/03/2022 To 03/03/2023
 12:01 am Standard Time
 at Insured Mailing Location

Common Policy Declarations

Named Insured	Agent
TRITON TECHNOLOGY SOLUTIONS INC 32234 Pasco Adelanto San Juan Capistrano, CA 92675	(909) 941-0167 NUGEN & ASSOCIATES INSURANCE SERVICES INC 10722 ARROW RTE STE 116 RCH CUCAMONGA, CA 91730-4809

POLICY FORMS AND ENDORSEMENTS - CONTINUED

This section lists all of the Forms and Endorsements for your policy. Refer to these documents as needed for detailed information concerning your coverage.

FORM NUMBER	TITLE
CR 88 00 05 07	Exclusion of Terrorism
IL 00 17 11 98	Common Policy Conditions
IL 00 21 09 08	Nuclear Energy Liability Exclusion Endorsement (Broad Form)
IL 01 02 02 20	California Changes - Actual Cash Value
IL 01 03 09 07	California Changes - Actual Cash Value
IL 01 04 07 20	California Changes
IL 02 70 07 20	California Changes - Cancellation And NonRenewal
IL 04 15 04 98	Protective Safeguards
IL 09 35 07 02	Exclusion of Certain Computer-Related Losses
IL 09 53 01 15	Exclusion Of Certified Acts Of Terrorism Endorsement
IL 09 95 01 07	Conditional Exclusion of Terrorism (Relating to Disposition of Federal Terrorism Risk Insurance Act)
IL 88 54 11 20	Actual Cash Value
LC 87 10 05 00	Punitive or Exemplary Damages Exclusion

To report a claim, call your Agent or 1-844-325-2467

DS 70 21 11 16



CITY of CALABASAS
CITY COUNCIL AGENDA REPORT

DATE: OCTOBER 10, 2022

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: MICHAEL KLEIN, COMMUNITY DEVELOPMENT DIRECTOR, AICP
SPARKY COHEN, BUILDING OFFICIAL

SUBJECT: CONSIDERATION OF ORDINANCE NO. 2022-400 ADOPTING THE CALIFORNIA CODE OF REGULATIONS - TITLE 24, THE 2022 CALIFORNIA BUILDING STANDARDS CODE PARTS 1 THROUGH 12 WITH LOCAL AMENDMENTS THERETO AND THE INTERNATIONAL PROPERTY MAINTENANCE CODE.

MEETING DATE: OCTOBER 26, 2019

SUMMARY RECOMMENDATION:

Staff recommends that City Council waive further reading and introduce Ordinance No. 2022-400, which proposes adoption of the 2022 California Building Standards Code (California Code of Regulations Title 24) with local amendments.

BACKGROUND:

The adopted building codes for the City of Calabasas are located in Chapter 15.04 of the Municipal Code. Primarily, these provisions are directly related to the California Building Standards Code, which is published in its entirety every three years by order of the California legislature. The Codes apply to all occupancies in the State of California unless otherwise annotated.

DISCUSSION/ANALYSIS:

Section of 17958 of the California Health and Safety Code requires that the latest California Codes apply to local jurisdictions 180 days after they become effective at the State level. On July 1, 2022, The California Building Standards Commission (the Commission) adopted the 2022 Edition of the Building Standards Codes and they become effective at the local level January 1, 2023.

The Commission completed the adoption and approval of the following building standards that are applicable to the City:

Part 1	California Administrative Code
Part 2	California Building Code (Volumes 1 and 2)
Part 2.5	California Residential Code
Part 3	California Electrical Code
Part 4	California Mechanical Code
Part 5	California Plumbing Code
Part 6	California Energy Code
Part 7	<i>(Vacant- Not Applicable)</i>
Part 8	California Historical Building Code
Part 9	California Fire Code
Part 10	California Existing Building Code
Part 11	California Green Building Standards Code
Part 12	California Referenced Standards Code

A complete set of the 2022 California Building Standards Codes is available for review in the office of Building and Safety. The new codes are also available for viewing by visiting the Building Standards Commissions website at <http://www.bsc.ca.gov/>.

Three historic administrative amendments are proposed to be maintained this year (i) one in Section 15.04.030, which is in regards to Building Code related appeals and the process for establishing appeal boards, (ii) one of which is in Section 15.04.350 regarding disaster responses and the safety assessment placards utilized for posting observed structures, and (iii), in response to California Assembly Bill 2188 and 1236, Council adopted an expedited permit process for small residential roof mount solar photovoltaic electrical systems and for electrical vehicle charging stations.

Staff does recommend new administrative amendments this year in regards to: (i) "stalled construction" and remodels of structures that started without land use permits and without building permits; (ii) clarifications to make it clear that it is unlawful to start any construction work that requires a permit before securing said permit, and (iii) "unlawful acts" and "unlawful occupancy" pertaining to unpermitted structures. The amendments would include a definition of "successful inspection"

and also narrow the timeframe for permit validity durations for permits issued related to mitigation of unlawful construction.

The County of Los Angeles Fire Department provides fire protection services for the City of Calabasas and they serve as Fire Code Officials to the city via enforcement of the Consolidated Fire Protection District Code of Los Angeles County. It is anticipated that at some point in time this year, the Fire Department will update the Consolidated Fire Protection District Code of Los Angeles County following the triennial code cycle pattern; staff recommends adoption by reference to eliminate a secondary and separate Council Agenda Item at a future date.

FISCAL IMPACT/SOURCE OF FUNDING:

None

REQUESTED ACTION:

Staff recommends that the City Council waive further reading and introduce Ordinance No. 2022-400 which proposes adoption of the 2022 California Building Code (California Code of Regulations, Title 24, Parts 1-12 with local amendments.

ATTACHMENTS:

- A. Ordinance 2022-400
- B. Ordinance 2022-400, Exhibit 1 – Findings of local conditions

**ITEM 7 ATTACHMENT A
ORDINANCE NO. 2022-400**

**AN ORDINANCE OF THE CITY OF CALABASAS,
CALIFORNIA, ADOPTING BY REFERENCE, PURSUANT TO
GOVERNMENT CODE SECTION 50022.2, CALIFORNIA
CODE OF REGULATIONS - TITLE 24, THE 2022
CALIFORNIA BUILDING STANDARDS CODE PARTS 1
THROUGH 12 AND ADOPTING LOCAL ADMINISTRATIVE
AMENDMENTS THERETO IN ACCORDANCE WITH
CALIFORNIA HEALTH AND SAFETY CODE SECTION 17951
(e).**

WHEREAS, the City Council of the City of Calabasas does hereby find that there is a need to enforce the most current editions of the California Building Standards Code, with local amendments thereof, as recited herein for regulating and controlling the design, erection, construction, enlargement, installation, alteration, repair, relocation, removal, use and occupancy, demolition, conversion, height and area, location and maintenance, and quality of materials of all buildings and structures and plumbing, mechanical, electrical and fire suppression systems and certain equipment within the City;

WHEREAS, The City of Calabasas is located in an area subject to climatic conditions with long periods of low humidity and hot weather, combined with unpredictable seasonal Santa Ana high wind conditions resulting in increased exposure to fire risk;

WHEREAS, the City of Calabasas is in the Santa Monica Mountains with features such as steep canyons and hillsides that accelerate and intensify fire movement and adoption of the latest Consolidated Fire Protection District Code of the County of Los Angeles is essential to protect the City from hazards of epic proportions such as those revealed in the aftermath of the Woolsey Canyon Fire of 2018, a fire of which destroyed over 1600 structures and caused damages of over five billion dollars;

WHEREAS, the California Department of Forestry and Fire Protection ("CAL Fire") has determined that the City of Calabasas is in a Very High Fire Area Severity Zone, which is further reflected via CAL Fire Map ID FHSZLO6_1_MAP;

WHEREAS, other than adoption of the Consolidated Fire Protection District Code of the County of Los Angeles, adoption of local regulations necessary to carry out the application of the CBSC that do not establish building standards may be enacted without meeting the requirements of California Health & Safety Code sections 18941.5, 17958, 17598.5 and 17958.7;

WHEREAS, other than adoption of the Consolidated Fire Protection District Code of the County of Los Angeles, no part of this Ordinance imposes a more restrictive California Code Standard based upon local climatic, geographical or topographical findings, and the proposed amendments are solely intended to create administrative processes to comply with California Building Standards Codes and Subsection (a) of Section 65850.5 of the California Government Code;

WHEREAS, the City Council does hereby further find that in accordance with section 15061(b)(3) of the California Code of Regulations, the adoption of these local amendments to the California Building Standards Code, and amendments to the Calabasas Municipal Code are exempt from the provisions of the California Environmental Quality Act because such actions are administrative in nature; and

WHEREAS, the City Council does hereby further find that in accordance with section 15061(b)(3) of the California Code of Regulations, the adoption of these local amendments to the California Building Standards Code, and amendments to the Calabasas Municipal Code are exempt from the provisions of the California Environmental Quality Act because such actions are largely administrative in nature, are designed to improve and not degrade environmental quality, and the impacts of these local amendments to the building standards code will not adversely affect the environment in any manner that could be significant.

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

SECTION 1. Chapter 15.04 of the Calabasas Municipal Code is hereby amended with changes via strikeouts and underlines to read as follows:

Article I. California Building Code

15.04.010 ~~2019~~ 2022 California Building Code adopted.

A. The ~~2019~~ 2022 California Building Code, which regulate the erection, construction, enlargements, alteration, repair, moving, removal, conversion, demolition, occupancy, use, equipment, height, area, security, abatement, and maintenance of buildings or structures within the city provide for the issuance of permits and collection of fees therefor, and provide for penalties for violation thereto, are hereby adopted by reference, and conflicting ordinances are hereby repealed.

B. All of the regulations, provisions, conditions, and terms of said codes, together with the appendices specifically referenced above, one copy of which will be on file and accessible to the public for inspection at the city clerk's office, are hereby referred to, adopted and made part of this chapter as if fully set forth in this

chapter with the exceptions, deletions, additions, and amendments thereto as set forth in this subchapter.

15.04.030 ~~2019~~ 2022 California Building Code Administrative Provisions Adopted.

A. The Administrative Provisions of the ~~2019~~ 2022 California Building Code contained in Division II of Chapter I of Part 2 of Title 24 California Code of Regulations are hereby adopted by reference pursuant to Government Code sections 50022.2 through 50022.10. The administrative amendments of this section shall pertain to all the California Building Standards Codes Volume 1 through 12.

B. All of the regulations, provisions, conditions, and terms of said division, together with the appendices specifically identified here within, one copy of which will be on file and accessible to the public for inspection at the city clerk's office, are hereby referred to, adopted and made part of this chapter as if fully set forth in this chapter.

C. Appeals Boards

Administrative Provisions Section 113, of Chapter I Division II of the ~~2016~~ 2019 California Building Code, is amended to read as follows:

113 Appeals Boards

113.1 General

In order to hear and decide appeals of orders, decisions, or determinations of the building official regarding materials or methods of construction pertaining to: the Building Code, Residential Code, Mechanical Code, Plumbing Code, Electrical Code, Energy Code, Historical Building Code, Fire Code, Existing Building Code, Green Building Standards Code, or the International Property Maintenance Code, where necessary the City Council shall appoint upon nomination of the City Manager a Board of Appeals under this code with appropriate technical qualifications. Such nominees shall not include city employees.

113.2 Limitations on Authority.

(a) An application for appeal shall be based on a claim that a decision of the building official to prohibit the use of materials or methods of construction reflects one of the following errors: (i) the true intent of this code or the rules legally adopted thereunder have been incorrectly interpreted, (ii) the provisions of this code do not fully apply according to their terms, or (iii) the materials or methods of

constructions proposed are equally well or better suited to accomplish the purposes of this code than those otherwise required by this code.

(b) The Board of Appeals shall have no authority to: (i) waive the requirements of this code, (ii) to consider, decide or rule on the existence or nonexistence of any activity, condition, or use involving real property and/or any structure and other improvements on real property that the building official or another authorized agent of the city has determined to violate Title 15 or any other provision of the Calabasas Municipal Code, or (iii) consider, decide or rule whether persons are or are not responsible for violations of the Calabasas Municipal Code or public nuisances or what actions are required by responsible persons to correct or abate violations of the Calabasas Code or public nuisances.

113.3 Procedures.

A person seeking an appeal under this Section 113 shall file an appeal on a form furnished by the building official and pay an appeal fee in an amount established from time to time by resolution of the City Council. That fee shall be sufficient to cover the cost of the building official's obtaining a written interpretation of relevant provisions of this Title 15 by the International Code Council or any successor thereto. The Board of Appeals may, after hearing, adopt that written interpretation as the decision of the Board. If the Board of Appeals does not adopt that written interpretation, it shall state its reasoning in writing. The Board may establish, by a regulation published in the manner required of ordinances of the City Council, procedures for the conduct of appeals under this Section 113. Judicial review of a decision of the Board of Appeal under this Section 113 may be had pursuant to Code of Civil Procedure Section 1094.5. Judicial review of any decision of the building official not subject to appeal under this Section 105 may be had pursuant to Code of Civil Procedure Section 1085.

15.04.040 Stalled and or unlawful construction. The administrative amendments of this section shall pertain to all the California Building Standards Codes Volume 1 through 12.

A. Successful inspection definition: An inspection performed by the building official or designee resulting in a final approval, an approval, a partial approval, a correction notice or other progressive inspection validating completion of project or a portion thereof. Miscellaneous inspections, construction site maintenance conditions, unpermitted work, and other non-construction inspections are not successful inspections

B. Expiration of permit for unlawful construction: Notwithstanding any provision of the California Building Standards Codes or any other provision of the Calabasas Municipal Code, if a building permit was issued in order to bring an unpermitted structure or other unlawful, substandard, or hazardous condition into compliance

with any applicable law, or ordinance, the applicant shall obtain a successful inspection or final approval within ninety (90) calendar days after the date on which the permit was issued or such permit shall expire by limitation and become null and void. The building official may extend the validity of the permit for a period not exceeding ninety (90) calendar days beyond the initial ninety (90) day limit upon written request by the applicant filed with the building official prior to the expiration date of the original permit.

- C. **Unlawful acts:** It shall be unlawful for any person to erect, construct, enlarge, alter, extend, install, repair, move, improve, remove, connect, convert, demolish, equip, use or occupy, or perform any other work, on any building or structure or portion thereof, or with regard to any building service equipment regulated by this code, or cause same to be done, in conflict with or in violation of any of the provisions of the California Building Standards Codes or any other provision of the Calabasas Municipal Code. It shall also be unlawful for any person to fail to comply with a requirement of the California Building Standards Codes or any other provision of the Calabasas Municipal Code, or to disregard a stop work order, or to maintain any building, structure or building service equipment, or portion thereof, in violation of the California Building Standards Codes or any other provision of the Calabasas Municipal Code. No person shall maintain grading (whether in the form of an excavation, fill or a combination thereof) without a permit. This prohibition supersedes any other provisions in Title chapter 15.10 that pertain to grading.
- D. **Occupancy use violations:**
- (a) It shall be unlawful for any person to own, use, occupy, or allow, permit, or suffer any use of a building, structure, or premises, or portion thereof, in violation of the California Building Standards Codes or any other provision of the Calabasas Municipal Code.
- (b) No person shall own, use, occupy or maintain any "unpermitted structure". For the purposes of this code, "unpermitted structure" shall be defined as any structure, or portion thereof, that was erected, constructed, enlarged, altered, repaired, moved, improved, removed, connected, converted, demolished, or equipped, at any point in time, without the required permit(s) having first been obtained from the building official, or any work for which a permit has expired.

15.04.050 Safety assessment placards.

- A. Intent. This section established standard placards to be used to indicate the condition of a structure for continued occupancy. The section further authorizes the building official and his or her authorized representatives to post the appropriate placard at each entry point to a building or structure upon completion of a safety assessment.
- B. Application of Provisions. The provisions of this chapter are applicable to all buildings and structures of all occupancies regulated by the city of Calabasas. The city council may extend the provisions as necessary.

- C. Definitions. "Safety assessment" means a visual, nondestructive examination of a building or structure for the purpose of determining the condition for continued occupancy.
- D. Placards. The following are verbal descriptions of the official placards to be used to designate the condition for continued occupancy of buildings or structures.
1. "INSPECTED—Lawful Occupancy Permitted" is to be posted on any building or structure wherein no apparent structural hazard has been found. This placard is not intended to mean that there is no damage to the building or structure.
 2. "RESTRICTED USE" is to be posted on each building or structure that has been damaged wherein the damage has resulted in some form of restriction to the continued occupancy. The individual who posts this placard will note in general terms the type of damage encountered and will clearly and concisely note the restrictions on continued occupancy.
 3. "UNSAFE—Do Not Enter or Occupy" is to be posted on each building or structure that has been damaged such that continued occupancy poses a threat to life safety. Buildings or structures posted with this placard shall not be entered under any circumstance except as authorized in writing by the building official, or his or her authorized representative. Safety assessment teams shall be authorized to enter these buildings at any time. This placard is not to be used or considered as a demolition order. The individual who posts this placard will note in general terms the type of damage encountered.
 - (b) The ordinance number, the name of the jurisdiction, its address, and phone number shall be permanently affixed to each placard.
 - (c) Once it has been attached to a building or structure, a placard is not to be removed, altered or covered until done so by an authorized representative of the building official. It is unlawful for any person, firm or corporation to alter, remove, cover or deface a placard unless authorized pursuant to this section.

Article II. California Residential Code

15.04.100 ~~2019~~ 2022 California Residential Code adopted.

A. The ~~2019~~ 2022 California Residential Code inclusive of Appendix ~~J~~ AJ, which regulate the erection, construction, enlargements, alteration, repair, moving, removal, conversion, demolition, occupancy, use, equipment, height, area, security, abatement, and maintenance of buildings or structures of detached one-and-two-family dwelling, townhouse not more than three stories above grade plane in height, provide for the issuance of permits and collection of fees therefore, and provide for penalties for violation thereto, are hereby adopted by reference, and conflicting ordinances are hereby repealed.

B. All of the regulations, provisions, conditions, and terms of said codes, together with their appendices, one copy of which will be on file and accessible to the public for inspection at the city clerk's office, are hereby referred to, adopted and made part of this chapter as if fully set forth in this chapter with the exceptions, deletions, additions, and amendments thereto as set forth in this subchapter.

15.04.140 2019 2022 California Residential Code Administrative Provisions Adopted.

A. Chapter I Division II Administrative Provisions of the ~~2019~~ 2022 California Residential Code are hereby adopted by reference.

~~B. The 2019 California Residential Code Chapter I Division II Board of Appeals Section R112 is amended to read as follows:~~

~~R112 Board of Appeals~~

~~Appeals pertaining to the Residential Building Code, shall be governed by Calabasas Municipal Code Section 15.04.030.~~

Article III. California Mechanical Code

15.04.180 2019 2022 California Mechanical Code adopted.

A. The ~~2019~~ 2022 California Mechanical Code inclusive of Appendices A, B, C, F, and G, which regulate and control the design, construction, quality of materials, erection, installation, alteration, repair, location, relocation, replacement, addition to, use or maintenance of heating, venting, cooling, refrigeration systems, or other miscellaneous heat-producing appliances in the city, provides for the issuance of permits and collection of fees therefore and provides for penalties for the violation thereof, with certain changes and amendments thereto, is hereby adopted by reference, and all conflicting ordinances are hereby repealed.

B. All of the regulations, provisions, conditions, and terms of said codes, together with their appendices, one copy of which will be on file and accessible to the public for inspection at the city clerk's office, are hereby referred to, adopted, and made part of this chapter as if fully set forth in this chapter with the exceptions, deletions, additions, and amendments thereto as set forth in this subchapter.

15.04.200 ~~2019~~ 2022 California Mechanical Code Administrative Provisions Adopted.

A. Division II of Chapter I Administrative Provisions of the ~~2019~~ 2022 California Mechanical Code are hereby adopted by reference pursuant to Government Code sections 50022.2 through 50022.10.

~~B. The 2016 California Mechanical Code Division II of Chapter I Section 108.0 Board of Appeals is amended to read as follows:~~

~~108.0 Board of Appeals~~

~~Appeals pertaining to the Mechanical Code, shall be governed by Calabasas Municipal Code Section 15.04.030.~~

Article IV California Plumbing Code

15.04.240 ~~2019~~ 2022 California Plumbing Code adopted.

(A) The ~~2019~~ 2022 California Plumbing Code ~~inclusive of Appendices A, B, D, G, H, I, K, and M,~~ which provides minimum requirements and standards for the protection of the public health, safety and welfare by regulating the installation or alteration of plumbing and drainage, materials, venting, wastes, traps, interceptors, water systems, sewers, gas piping, water heaters and other related products, and workmanship in the city, provide for the issuance of permits and collection of fees therefor, and provide for penalties for the violations thereof, with certain changes and amendments thereto, are hereby adopted by reference, and conflicting ordinances are hereby repealed.

(B) All of the regulations, provisions, conditions, and terms of said codes, together with their appendices, one copy of which will be on file and accessible to the public for inspection at the city clerk's office, are hereby referred to, adopted, and made part of this chapter as if fully set forth in this chapter with the exceptions, deletions, additions, and amendments thereto as set forth in this subchapter.

15.04.280 ~~2019~~ 2022 California Plumbing Code Administrative Provisions Adopted.

A. Division II of Chapter I Administrative Provisions of the ~~2019~~ 2022 California Plumbing Code are hereby adopted by reference pursuant to Government Code sections 50022.2 through 50022.10.

B. All of the regulations, provisions, conditions, and terms of said division, together with their appendices, one copy of which will be on file and accessible to

the public for inspection at the City Clerk's office, are hereby referred to, adopted and made part of this chapter as if fully set forth in this chapter.

~~C. The 2019 California Plumbing Code Division II of Chapter I Section 107 Board of Appeals is amended to read as follows:~~

~~107 Board of Appeals~~

~~Appeals pertaining to the Plumbing Code, shall be governed Calabasas Municipal Code Section 15.04.030.~~

Article V. California Electrical Code.

15.04.300 2019 2022 California Electrical Code adopted.

A. The ~~2019~~ 2022 California Electrical Code, together with the appendices, which provides minimum requirements and standards for the protection of the public health, safety, and welfare by regulating the installation or alteration of electrical wiring, equipment, materials, and workmanship in the city, provides for the issuance of permits and collection of fees therefor and provides penalties for the violations thereof, with all changes and amendments thereto, is hereby adopted by reference, and all conflicting ordinances are hereby repealed.

B. All of the regulations, provisions, conditions, and terms of said codes, together with their appendices, one copy of which will be on file and accessible to the public for inspection at the city clerk's office, are hereby referred to, adopted, and made part of this chapter as if fully set forth in this chapter with the exceptions, deletions, additions, and amendments thereto as set forth in this subchapter.

15.04.350 2019 2022 California Electrical Code - General Code Administrative Provisions Adopted.

A. California Article 89 General Code Provisions of the ~~2019~~ 2022 California Electrical Code are hereby adopted by reference pursuant to Government Code sections 50022.2 through 50022.10.

B. All of the regulations, provisions, conditions, and terms of said division, together with their appendices, one copy of which will be on file and accessible to the public for inspection at the City Clerk's office, are hereby referred to, adopted and made part of this chapter as if fully set forth in this chapter.

~~C. The 2019 California Electrical Code California Article 89 General Code Provisions Section 89.108.8 Appeals Board is amended to read as follows:~~

~~89.108.8 Appeals Board~~

~~Appeals pertaining to the Electrical Building Code, shall be governed by Calabasas Municipal Code Section 15.04.030.~~

Article VI. California Energy Code.

15.04.400 ~~2019~~ 2022 California Energy Code adopted.

A. ~~2019~~ 2022 California Energy Code, together with the appendices, which regulate the building envelope, space-conditioning systems, water-heating systems, outdoor lighting systems and signs located either indoors or outdoors within the city, are hereby adopted by reference, and conflicting ordinances are hereby repealed.

B. All of the regulations, provisions, conditions, and terms of said codes, together with their appendices, one copy of which will be on file and accessible to the public for inspection at the city clerk's office, are hereby referred to, adopted and made part of this chapter as if fully set forth in this chapter with the exceptions, deletions, additions, and amendments thereto as set forth in this subchapter.

Article VII. California Historical Building Code.

15.04.450 ~~2016~~ 2019 California Historical Building Code adopted.

A. The ~~2019~~ 2022 California Historical Building Code, which provides regulations, minimum requirements and standards for the preservation, restoration, rehabilitation, relocation of buildings or properties designated as historical building or properties, with all changes and amendments thereto, is hereby adopted by reference, and all conflicting ordinances are hereby repealed.

B. All of the regulations, provisions, conditions, and terms of said codes, together with their appendices, one copy of which will be on file and accessible to the public for inspection at the city clerk's office, are hereby referred to, adopted, and made part of this chapter as if fully set forth in this chapter with the exceptions, deletions, additions, and amendments thereto as set forth in this subchapter.

Article VIII. California Fire Code.

15.04.500 ~~2019~~ 2022 California Fire Code as amended by the ~~2019~~ 2022 Consolidated Fire Protection District Code of the County of Los Angeles (is adopted by reference).

A. The ~~2019~~ 2022 California Fire Code as amended by the ~~2019~~ 2022 Consolidated Fire Protection District Code of the County of Los Angeles (adopted by reference), which regulates the erection, construction, enlargements, alteration, repair, moving, removal, conversion, demolition, occupancy, use, equipment, height, area, security, abatement, and maintenance of buildings or structures within the city provide for the issuance of permits and collection of fees therefor, and provide for penalties for violation thereto, are hereby adopted by reference, and conflicting ordinances are hereby repealed.

B. All of the regulations, provisions, conditions, and terms of said codes, one copy of which will be on file and accessible to the public for inspection at the city clerk's office, are hereby referred to, adopted and made part of this chapter as if fully set forth in this chapter with the exceptions, deletions, additions, and amendments thereto as set forth in this subchapter.

Article IX. California Green Building Standards Code

15.04.550 ~~2019-2022~~ California Green Building Standards Code adopted.

A. The ~~2019~~ 2022 California Green Building Standards Code, together with its appendices, which regulate the planning, design, construction, operation, replacement, use and occupancy, location, maintenance, removal and demolition of every building or structure or any appurtenance connected or attached to such building structures throughout the State of California, are hereby adopted by reference, and ordinances of the city which conflict with that Code are hereby repealed to the extent of the conflict.

B. All of the regulations, provisions, conditions, and terms of the ~~2019~~ 2022 California Green Building Standards Code, together with its appendices, one copy of which will be on file and accessible to the public for inspection at the city clerk's office, are hereby referred to, adopted and made part of this chapter as if fully set forth in this chapter with the exceptions, deletions, additions, and amendments thereto as set forth in this chapter.

Article X. Permitting of Small Residential Rooftop Solar Energy Systems and Electrical Vehicle Charging Stations

15.04.600 Expedited, streamlined permitting process for small residential rooftop solar energy systems and electrical vehicle charging stations

Part A Expedited, streamlined permitting process for small residential rooftop solar energy systems.

1. A "small residential rooftop solar energy system" means all of the following:
 - 1.1. A photovoltaic solar energy system that is (i) no larger than 10 kilowatts alternating current nameplate rating or 30 kilowatts thermal and (ii) with all photovoltaic panels mounted on the rooftop of a single or duplex family residential structure.
 - 1.2. A solar energy system that conforms to all applicable state fire, structural, electrical, and other building codes as adopted or amended by the City and paragraph (3) of subdivision (c) of Section 714 of the Civil Code.
 - 1.3. A solar panel or module array that does not exceed the maximum legal building height as defined by the Calabasas Land and Development Use Code.
2. The following definitions apply to this Section:
 - 2.1. "A feasible method to satisfactorily mitigate or avoid the specific, adverse impact" includes, but is not limited to, any cost-effective method, condition, or mitigation imposed by a city, county, or city and county on another similarly situated application in a prior successful application for a permit. The city shall use its best efforts to ensure that the selected method, condition, or mitigation meets the conditions of subparagraphs (A) and (B) of paragraph (1) of subdivision (d) of Section 714 of the Civil Code.
 - 2.2. "Solar energy system" has the same meaning set forth in paragraphs (1) and (2) of subdivision (a) of Section 801.5 of the Civil Code, as such section or subdivision may be amended, renumbered, or re-designated from time to time.
 - 2.3. "Specific, adverse impact" means a significant, quantifiable, direct, and unavoidable impact, based on objective, identified, and written public health or safety standards, policies, or

conditions as they existed on the date the application was deemed complete.

3. The City shall not condition approval for any solar energy system permit on the approval of a solar energy system by an association, as that term is defined in Section 4080 of the Civil Code.
4. Section 65850.5 of the California Government Code provides that, on or before September 30, 2015, every city, county, or city and county shall adopt an ordinance that creates an expedited, streamlined permitting process for small residential rooftop solar energy systems.
5. Section 65850.5 of the California Government Code provides that in developing an expedited permitting process, the city shall adopt a checklist of all requirements with which small rooftop solar energy systems shall comply to be eligible for expedited review. The building official is hereby authorized and directed to develop and adopt such checklist.
6. The intent of this article, is to substantially conform the City's expedited, streamlined permitting process for small residential rooftop solar energy systems with the recommendations for expedited permitting, including the eligibility checklists and standard plans contained in the most current version of the California Solar Permitting Guidebook adopted by the Governor's Office of Planning and Research.
7. The small residential rooftop solar energy system eligibility checklist developed and promulgated by the building official shall be published on the city's internet website. The applicant may submit the permit application and associated documentation to the City's building division by personal, mailed, or electronic submittal together with any required permit processing and inspection fees. In the case of electronic submittal, the electronic signature of the applicant on all forms, applications and other documentation may be used in lieu of a wet signature. Should the City not have the capability to accept electronic signatures, no signature shall be required.
8. "Electronic submittal" means the utilization of one or more of the following:
 - 8.1. E-mail,
 - 8.2. The internet,
 - 8.3. Facsimile.

9. Prior to submitting an application, the applicant shall:
 - 9.1. Verify to the applicant's reasonable satisfaction through the use of standard engineering evaluation techniques that the support structure for the small residential rooftop solar energy system is stable and adequate to transfer all wind, seismic, and dead and live loads associated with the system to the building foundation; and
 - 9.2. At the applicant's cost, verify to the applicant's reasonable satisfaction using standard electrical inspection techniques that the existing electrical system including existing line, load, ground and bonding wiring as well as main panel and subpanel sizes are adequately sized, based on the existing electrical system's current use, to carry all new photovoltaic electrical loads.
10. An application that satisfies the information requirements in the eligibility checklist, as determined by the building official, shall be deemed complete. Upon receipt of an incomplete application, the building official shall issue a written correction notice detailing all deficiencies in the application and any additional information required to be eligible for expedited permit issuance.
11. Upon confirmation by the building official of the application and supporting documentation being complete and meeting the requirements of the eligibility checklist, the building official shall administratively approve the application and issue all required permits or authorizations. Such approval does not authorize an applicant to connect the small residential rooftop energy system to the local utility provider's electricity grid. The applicant is responsible for obtaining such approval or permission from the local utility provider.
12. For a small residential rooftop solar energy system eligible for expedited review, only one inspection shall be required, which shall be done in a timely manner and includes a consolidated inspection by building and safety staff, as agreed to by the County of Los Angeles Fire Department. If a small residential rooftop solar energy system fails inspection, a subsequent inspection is authorized, however the subsequent inspection need not conform to the requirements of this subdivision.

Part B Expedited permitting process for electrical vehicle charging stations.

1. The following definitions shall apply to this section:
 - 1.1. "A feasible method to satisfactorily mitigate or avoid the specific, adverse impact" includes, but is not limited to, any cost-effective method, condition,

or mitigation imposed by a city, county, or city and county on another similarly situated application in a prior successful application for a permit.

- 1.2. "Electronic submittal" means the utilization of one or more of the following:
 - 1.2.1. Email.
 - 1.2.2. The Internet.
 - 1.2.3. Facsimile.
- 1.3. "Electric vehicle charging station" or "charging station" means any level of electric vehicle supply equipment station that is designed and built in compliance with Article 625 of the California Electrical Code, as it reads on the effective date of this section, and delivers electricity from a source outside an electric vehicle into a plug-in electric vehicle.
- 1.4. "Specific, adverse impact" means a significant, quantifiable, direct, and unavoidable impact, based on objective, identified, and written public health or safety standards, policies, or conditions as they existed on the date the application was deemed complete.
2. Purpose. The purpose of the section is to adopt an expedited, streamlined electrical vehicle charging station permitting process that complies with the Electrical Vehicle Charging Stations Open Access Law and AB 1236 to achieve timely and cost-effective installations of electric vehicle charging stations. The section encourages the use of electrical vehicle charging stations by removing unreasonable barriers, minimizing costs to property owners and the City, and expanding the ability of property owners to install electrical vehicle charging stations. The section allows the City to achieve these goals while protecting the public health and safety.
3. Applicability.
 - 3.1. This ordinance applies to the issuance of building permits for electric vehicle charging stations in the City. All requirements of building permit applications in Title 24 for electric vehicle charging stations that are not addressed in this section shall remain in effect.
 - 3.2. Electric vehicle charging stations legally established or permitted prior to the effective date of the ordinance are not subject to the requirements of this ordinance unless physical modifications or alterations are undertaken that materially change the size, type, or components of an electronic vehicle charging station in such a way as to require new permitting. Routine operation and maintenance shall not require a permit.
4. Electric Vehicle Charging Station Requirements.
 - 4.1. All electric vehicle charging stations shall meet applicable health and safety standards and requirements imposed by the state and the City.
 - 4.2. Electric vehicle charging stations shall meet all applicable safety and performance standards established by the California Electrical Code, the Society of Automotive Engineers, the National Electrical Manufacturers Association, and accredited testing laboratories such as Underwriters

Laboratories and, where applicable, rules of the Public Utilities Commission regarding safety and reliability.

5. Duties of Engineering/Project Management Division.
 - 5.1. All documents required for the submission of an expedited electric vehicle charging station building permit application shall be made available on the City Web site.
 - 5.2. Electronic submittal of the required building permit application and documents by email, the internet, or facsimile shall be made available to all electric vehicle charging station permit applicants.
 - 5.3. An applicant's electronic signature shall be accepted on all forms, applications, and other documents in lieu of a wet signature. However, the final permit must be signed at the counter until the City develops an electronic permit issuance registration.
 - 5.4. The Engineering/Project Management Division shall adopt a checklist of all requirements with which electric vehicle charging stations shall comply to be eligible for expedited review.
 - 5.5. The electric vehicle charging stations permit process and checklist shall substantially conform to recommendations for expedited permitting, including the checklist contained in the most current version of the Plug-In Electric Vehicle Infrastructure Permitting Checklist of the "Zero-Emission Vehicles in California: Community Readiness Guidebook" adopted by the Governor's Office of Planning and Research.
6. Permit Review and Inspection Requirements.
 - 6.1. The City shall adopt an administrative, nondiscretionary review process to expedite approval of electrical vehicle charging stations. The Engineering/Project Management Division should issue a building permit or other nondiscretionary permit as expeditiously as possibly upon receipt of a complete application that meets the requirements of the approved checklist and standard plan.
 - 6.2. Review of the application shall be limited to the Building Official's review of whether the application meets local, state, and federal health and safety requirements.
 - 6.3. If an application is deemed incomplete, a written correction notice detailing all deficiencies in the application and any additional information or documentation required to be eligible for expedited permit issuance shall be sent to the applicant for resubmission.
 - 6.4. The Building Official may require an applicant to apply for a Use Permit if the Official finds, based on substantial evidence, that the electric vehicle charging station could have a specific, adverse impact upon the public health and safety. Such decisions may be appealed to the Planning Commission pursuant to Chapter 17.74.
 - 6.5. If a Use Permit is required, the Planning Commission may deny such application if it makes written findings based upon substantive evidence in the record that the proposed installation would have a specific, adverse

impact upon public health or safety and there is no feasible method to satisfactorily mitigate or avoid the adverse impact. Such findings shall include the basis for the rejection of the potential feasible alternative for preventing the adverse impact.

- 6.6. Any condition imposed on an application shall be designed to mitigate the specific, adverse impact upon health and safety at the lowest possible cost.
- 6.7. The City shall not condition approval for any electric vehicle charging station permit on the approval of an electric vehicle charging station by an association, as that term is defined in Section 4080 of the Civil Code.

Article XI California Existing Buildings Code.

15.04.700 ~~2019~~ 2022 California Existing Building Code adopted.

A. The ~~2016~~ 2019 California Existing Code, which regulate the repair, alteration, change of occupancy, addition to and relocation of existing buildings provide for the issuance of permits and collection of fees therefore, and provide for penalties for violation thereto, are hereby adopted by reference, and conflicting ordinances are hereby repealed.

B. All of the regulations, provisions, conditions, and terms of said codes, together with appendices A1 – A4, one copy of which will be on file and accessible to the public for inspection at the city clerk's office, are hereby referred to, adopted and made part of this chapter as if fully set forth in this chapter with the exceptions, deletions, additions, and amendments thereto as set forth in this subchapter.

15.04.740 ~~2019~~ 2022 California Existing Building Code Administrative Provisions Adopted.

A. Chapter I Division II Administrative Provisions of the ~~2019~~ 2022 California Existing Building Code are hereby adopted by reference.

B. The ~~2019~~ 2022 California Existing Building Code Chapter I Division II Board of Appeals Section 112 is amended to read as follows:

112 Board of Appeals

Appeals pertaining to the Existing Building Code, shall be governed by Calabasas Municipal Code Section 15.04.030.

15.04.760 The 2015 International Property Maintenance Code adopted.

A. The 2015 International Property Maintenance Code is hereby adopted by reference.

B. The ~~2019~~ 2022 California Existing Building Code Chapter I Section 111 is amended to read as follows:

111 Board of Appeals

Appeals pertaining to the International Property Maintenance Code, shall be governed by Calabasas Municipal Code Section 15.04.030.

Article XII Fees

15.04.800 Notwithstanding the provisions of this Chapter, the amount of every fee set forth in the code shall be the fee set forth in the most current resolution of the city council establishing fees.

Article XI. Violations Abatement and Penalties.

15.04.840 Violation—Nuisance—Civil remedies available.

A. A violation of any of the provisions of this chapter or the codes adopted shall constitute a nuisance and may be abated by the city through civil process by means of restraining order, preliminary or permanent injunction or in any other manner provided by law for the abatement of such nuisance.

B. Penalty.

Every person violating any provision of this chapter, including but not limited to any provision of the Building Code, Residential Code, Mechanical Code, Plumbing Code, Electrical Code, Energy Code, Historical Building Code, Fire Code, or the Green Building Standards Code, or of any permit or license granted thereunder, or any rules or regulations promulgated pursuant thereto, is guilty of a misdemeanor. Upon conviction thereof, he or she shall be punishable by a fine not-to-exceed one thousand dollars (\$1,000.00) or imprisonment not-to-exceed six months, or by both such fine and imprisonment. The imposition of such penalty for any violation shall not excuse the violation or permit it to continue. Each day that a violation occurs shall constitute a separate offense.

C. When seeking remedies under this section 15.04.990.1, the city may seek either or both remedies hereunder.

SECTION 2. Findings. The City Council hereby adopts the findings set forth in **Exhibit 1** as if fully set forth herein. Pursuant to sections 17922, 17958, 17958.5, 17958.7, and 18941.5 of the California Health & Safety Code, the City Council finds that each amendment to the Building Standards Code was an administrative change for which no findings need be legally made and/or was made due to local climatic conditions.

SECTION 3. References in Documents and Continuing Legal Effect. References to prior versions of any portion of the Building Standards Code, or of the Calabasas Municipal Code that are amended or renumbered in this Municipal Code, that are cited on notices issued by the City or other documents of ongoing or continuing legal effect, including resolutions adopting or imposing fees or charges, until converted, are deemed to be references to the new counterpart part of the Building Standards Code or amended Municipal Code sections for the purposes of notice and enforcement. The provisions adopted hereby shall not in any manner affect deposits, established fees or other matters of record which refer to, or are otherwise connected with, ordinances which are specifically designated by number, code section or otherwise, but such references shall be deemed to apply to the corresponding provisions set forth in the code sections adopted or amended hereby.

SECTION 4. Continuity. To the extent the provisions of this Ordinance are substantially the same as previous provisions of the Calabasas Municipal Code, these provisions shall be construed as continuations of those provisions and not as new enactments.

SECTION 5. No Effect on Enforceability. The repeal of any sections of the Municipal Code, shall not affect or impair any act done, or right vested or approved, or any proceeding, suit or prosecution had or commenced in any cause before such repeal shall take effect; but every such act, vested right, proceeding, suit, or prosecution shall remain in full force and effect for all purposes as if the applicable provisions of the Municipal Code, or part thereof, had remained in force and effect. No offense committed and no liability, penalty, or forfeiture, either civil or criminal, incurred prior to the repeal or alteration of any applicable provision of the 2022 Code as amended, shall be discharged or affected by such repeal or alteration but prosecutions and suits for such offenses, liabilities, penalties or forfeitures shall be instituted and proceed in all respects as if the applicable provisions of the 2022 Code, as amended, had not been repealed or altered.

SECTION 6. CEQA. This Ordinance is exempt from the California Environmental Quality Act pursuant to State Guidelines §15061 (b) (3) as a project that has no potential for causing a significant effect on the environment.

SECTION 7. Certification. The City Clerk shall certify to the adoption of this ordinance and shall cause the same to be processed in the manner required by law.

SECTION 8. Building Standards Commission. The City Clerk shall file a certified copy of this Ordinance with the California Building Standards Commission.

SECTION 9. Severability. Should any section, subsection, clause, or provision of this Ordinance for any reason be held to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity or constitutionality of the remaining

portions of this Ordinance; it being hereby expressly declared that this Ordinance, and each section, subsection, sentence, clause, and phrase hereof would have been adopted irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared invalid or unconstitutional.

SECTION 10. Publication. The City Clerk shall cause this Ordinance to be published in accordance with California Government Code Section 36933, shall certify to the adoption of this Ordinance, and shall cause this Ordinance and its certification, together with proof of publication, to be entered in the Book of Ordinances of the City Council.

PASSED, APPROVED AND ADOPTED this __th day of December 2022.

, 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 7 ATTACHMENT B
EXHIBIT 1**

2022 California Building Standards Code

**FACTUAL FINDINGS ESTABLISHING THE REASONABLE NEED FOR LOCAL
AMENDMENTS TO PORTIONS OF THE BUILDING STANDARDS CODE BASED UPON
CLIMATIC, TOPOGRAPHICAL, GEOGRAPHICAL, or ADMINISTRATIVE PROVISION**

Section 1 of this Exhibit sets forth various findings that apply in Calabasas, explaining the administrative provisions and the local conditions that necessitate the various changes.

Section 2 of this Exhibit explains which findings apply to which amendments.

In numerous instances herein, the City has opted to make findings even though it is not legally required to do so. For example, if a change to a building standard is administrative in nature, then no finding is legally required. Likewise, if a proposal does not contradict a building standard, but merely supplements the standard, then the city need not make a finding.

Section 1. General Findings

The following findings apply in the City of Calabasas, and explain why the changes to the Building Standards Code are necessary because of climatic or local administrative regulations in the city.

A. Climatic, Topographical, and Geographical Conditions

Given that the Southern California region has been determined by the California Air Pollution Control Board to be a non-attainment area for air quality, and the City of Calabasas is part of the Southern California region; and, given the City of Calabasas is located specifically at the western extreme of the San Fernando Valley, serving as the gateway to the Santa Monica Mountains Recreation Area, with an estimated visitation by approximately 35 Million visitors annually; and, given that the emissions from wildfire is harmful.

Given that the City of Calabasas is located in an area subject to climatic conditions with long periods of low humidity and hot weather, combined with unpredictable seasonal Santa Ana high wind conditions resulting in increased exposure to fire risk.

Given that the City of Calabasas is in the Santa Monica Mountains with features such as steep canyons and hillsides that accelerate and intensify fire movement

Given that the City of Calabasas is in the Santa Monica Mountains, an area proven to be an extremely high fire area, one that most recently suffered major damage due to the Woolsey Fire of 2018 which destroyed over 1600 homes

and damages estimated to be valued at over five billion dollars.

Given that the California Department of Forestry and Fire Protection (“CAL Fire”) has determined that the City of Calabasas is in a Very High Fire Area Severity Zone, which is further reflected via CAL Fire Map ID FHSZLO6_1 MAP.

B. Administrative Regulations

Local regulations necessary to carry out the application of the CBSC that do not establish building standards may be enacted without meeting the requirements of the HSC sections 18941.5, 17958, 17958.5 and 17958.7. Additional amendments have been made to Codes. Through recommendation of the City Attorney, City Prosecutor, or the Community Development Department, such amendments are hereby found to be either administrative or procedural in nature which do not impact the technical standards within the California Building Standards Codes or concern themselves with subjects which are not covered in such Codes. The changes made include provisions making each of said Codes compatible with other Codes and Ordinances enforced by the City.

C. Not Applicable (N/A). No findings need to be made, because the code section that is at issue does not amend any building standard.

Section 2 – Which Findings Apply to Which Amendments

Amendments to the 2022 Edition of the California Codes are found reasonably necessary based on the climatic condition cited within this Ordinance and Section 1 above or for an administrative process as follows.

Municipal Code Section - California Building Standard Code Provision	Applicable Finding
15.04.010 2022 Building Code adopted	N/A
15.04.030 2022 Building Code Administrative Provisions Adopted	B
15.04.030 C. – “CBC Section 113” Appeals pertaining to the Building Code	B
15.04.040 Stalled and or unlawful construction	B
15.04.050 Safety assessment placards	B
15.04.100 2022 Residential Code adopted	N/A
15.04.140	B

2022 Residential Code Administrative Provisions Adopted	
15.04.140 B – “RBC Section R112” Appeals pertaining to the Residential Building Code	B
15.04.180 2022 Mechanical Code adopted	N/A
15.04.200 Mechanical Code Administrative Provisions Adopted	B
15.04.200 B – CMC Section 108.0 Appeals pertaining to the Mechanical Code	B
15.04.240 2022 Plumbing Code adopted	N/A
Municipal Code Section - California Building Standard Code Provision	Applicable Finding
15.04.280 2022 Plumbing Code Administrative Provisions Adopted	B
15.04.280 C. “CPC Section 102.3” Appeals pertaining to the Plumbing Code-	B
15.04.300 2016 Electrical Code adopted	N/A
15.04.350 “CEC Article 89” Electrical Code General Code Administrative Provisions Adopted	B
15.04.350 C “CEC Article 89.108.8” Appeals pertaining to the Electrical Code	B
15.04.400 2022 Energy Code adopted	N/A
15.04.450 2022 Historical Building Code adopted	N/A
15.04.500 2022 Fire Code adopted	A and B
15.04.550 Green Building Standards Code adopted	N/A
15.04.600 “Section 65850.5 of the California Government Code” Expedited permitting - Electrical vehicle charging stations	B
15.04.700 2022 Existing Building Code adopted	N/A
15.04.740 2016 Existing Code Administrative Provisions Adopted	B
15.04.740 “EBC Section 1.8.8” Appeals pertaining to the Existing Building Code	B

15.04.760 A 2015 International Property Maintenance Code	B
15.04.760 B 2015 International Property Maintenance Code Board of Appeals	B
15.04.800 Fees	B
15.04.840 Violation—Nuisance—Civil remedies available	B



CITY of CALABASAS

CITY COUNCIL AGENDA REPORT

DATE: OCTOBER 17, 2022

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: KINDON MEIK, CITY MANAGER
MICHAEL MCCONVILLE, INTERIM ADMINISTRATIVE SERVICES
MANAGER

SUBJECT: PROGRESS UPDATE ON FY 22/23 STRATEGIC PRIORITIES

MEETING DATE: OCTOBER 26, 2022

SUMMARY RECOMMENDATION:

Staff recommends that the City Council receive and file this progress update on the FY 22/23 Strategic Priorities.

BACKGROUND:

On April 13, 2022, the City Council formally adopted the FY 2022/23 Strategic Priorities as a means of prioritizing the City's policy areas of focus, as well as aligning specific projects and initiatives in support of the City's mission. The final Strategic Priorities selected were: (1) *Environmental Leadership*, (2) *Fiscal Resiliency*, (3) *Public Safety & Emergency Preparedness*, (4) *Recreation, Youth & Senior Services*, (5) *Organizational Excellence*, and (6) *Development & Infrastructure*.

To accomplish the adopted Strategic Priorities, the City Council also approved the fiscal year 2022/23 Workplan, which outlines staff action items and due dates towards the accomplishment of 12 Objectives to be carried out by the end of the fiscal year. As a result, the Workplan provides the benefit of properly allocating City resources and staff time, while also measuring project performance and staff deliverables throughout the year.

To ensure that the City Council and public are apprised of the status of the 12 Objectives, staff will provide Workplan progress reports at least every four months. Aside from status updates, these reviews also provide the City Council the opportunity to make amendments to the Workplan or provide alternative direction to staff, if desired.

DISCUSSION:

This report serves as a progress update on the FY 2022/23 Strategic Priorities. Staff has made significant progress on Action Items, including 24 *Completed* and 14 *In Progress*. Unfortunately, 3 Action Items have been *Delayed* and are behind schedule. The following is a brief summary on the status of each Objective:

OBJECTIVE 1: IDENTIFY POTENTIAL REAL PROPERTY ACQUISITIONS FOR THE PURPOSES OF FUTURE PARKLAND OR OPEN SPACE DESIGNATION.

- Staff has identified several properties available for purchase that are consistent with the General Plan.
- Staff has engaged in preliminary discussions with several property owners regarding potential interest in having their land acquired.
- The Open Space Task Force will be convened before the end of November for discussion and acquisition recommendation to Commissions and City Council.

OBJECTIVE 2: DEVELOP A WATER RESILIENCE PLAN OUTLINING STRATEGIES TO INCREASE THE CITY'S DROUGHT PREPAREDNESS, LOCAL WATER SELF-RELIANCE, AND PLANTING OF NATIVE VEGETATION (INCLUDING MILKWEED FOR MONARCH BUTTERFLY HABITATS).

- The City has met or exceeded all water reduction requirements. All potable water areas of landscape were reduced to one (1) day a week and all reclaim areas to three (3) days a week.
- Staff presented water conservation and drought tolerant plant recommendations to the Sustainability Taskforce on 5/23/22. Staff received direction and was asked to present the recommendations to the full City Council for adoption.
- Staff presented Taskforce approved water conservation and drought tolerant plant recommendations to the City Council on 6/8/22. After extensive discussion, direction was provided to staff to move forward with implementation.
- The redesign of City maintained landscape areas is ongoing, with an update provided to the City Council on 9/28/22. Specific areas include:
 - Median on Lost Hills Road, in front of De Anza Park
 - Median on the intersection of Parkmor Rd. and Thousand Oaks Blvd.

- Northern sidewalk area on Mulholland Hwy between Declaration Ave. and Daguerre Ave.
- Pocket Park on Las Virgenes Rd. between Parkmor Rd. and Mureau Rd.
- Median Island on 101 Freeway exit.

OBJECTIVE 3: CREATE AN ECONOMIC DEVELOPMENT PLAN TO ATTRACT BUSINESSES, FILL VACANT PROPERTIES, AND PROMOTE ADVANTAGES OF CONDUCTING BUSINESS IN CALABASAS.

- Community Development staff have been assigned as liaisons to the Chamber of Commerce and Valley Economic Alliance for economic development and business-related matters.
- The Community Development Director spotlighted the benefits of conducting business in Calabasas at a July 2022 Valley Economic Alliance forum and is currently coordinating with VEA and a third party on available Calabasas commercial leasing opportunities.
- The City provided complimentary use of the Civic Center to host events for the Calabasas Film Festival and Chamber Spooky Fiesta events.
- The City is behind schedule on both conducting a business satisfaction survey and dedicating a step-by-step guide on “How to Start a Business in Calabasas”. With the Chamber operating as normal again, staff expects to make significant progress by the next City Council update.

OBJECTIVE 4: CONDUCT A FEASIBILITY STUDY REGARDING THE STATIONING OF CELL TOWERS ON PUBLICLY OWNED SITES TO EXPAND COVERAGE AREAS.

- Staff met with the Wireless Task Force on Aug 2022 to recommend (9) nine potential City owned properties that could accommodate wireless facilities.
- A Request for Proposals (RFP) was published in Sep 2022 and will conclude at the end of Dec 2022.

OBJECTIVE 5: DEVELOP A CITY READINESS & EDUCATION INITIATIVE FOR EARTHQUAKE AND FIRE EMERGENCIES. SUPPORT HOME HARDENING PROGRAMS, FIRE SAFE COUNCILS, AND EMERGENCY EQUIPMENT PROCUREMENT.

- LA County OEM cancelled plans to "soft launch" Zonehaven.
- The City is coordinating with LA County OEM to formally launch Zonehaven for LVMCOG cities on 10/24/22.
- City staff produced (5) five short videos with LA County Fire to educate residents on the benefits of home hardening and defensible space.
- City staff regularly meets with EPIC, typically on a monthly basis, to coordinate on emergency preparedness matters.

- The mobile Emergency Operations Center has been backordered until at least the second quarter of 2023.
- Solar battery backup has been installed at the City's repeater site as of June 2022. City staff are finalizing plans to provide internet and remote access upgrades to the City's AM radio station.

OBJECTIVE 6: REVIEW LOS ANGELES SHERIFF DEPARTMENTS SERVICES AND CONSIDER OPPORTUNITIES TO REALIGN FUNDING AND SERVICES, WITH SPECIFIC FOCUS ON OPEN SPACE BREAK-INS, HOA/NEIGHBORHOOD WATCH COORDINATION, AND REMEDIATION OF STREET RACING.

- Staff has monthly meetings with the Lost Hills Captain to discuss the City's public safety priorities.
- On 08/23/22, the City Manager met with the Lost Hills Captain to discuss contract and service levels. Follow up meetings focused on the use of:
 - Motor deputy
 - J-Team deputy
 - Patrol deputies
- On 09/30/22, Staff and Public Safety Taskforce City Council liaisons met with the Lost Hills Captain and her leadership team to discuss school safety, residential burglaries, Flock cameras, and street racing concerns.
- On 10/13/22, City Manager met with COG City Managers, and Lost Hills Captain to discuss enhanced use of technology to increase service levels.
- Staff are working with Lost Hills Station to schedule a Safety Symposium focusing on school safety & fentanyl, residential burglaries & public safety, emergency preparedness, meet & greet with City Council, Sheriff, and LACoFD. This event is anticipated to take place late 2022 or early 2023.

OBJECTIVE 7: REOPEN THE AGOURA HILLS CALABASAS COMMUNITY CENTER.

- Staff secured project management services from TKE Engineering in March 2022.
- In Sep 2022, the City received (3) three roof replacement bids ranging from \$1.3 - \$1.5M.
- The City will have access to approximately \$2M in grants due to awards from Supervisor Kuehl's Office, County Regional Open Space and Park District, and earmarked Federal funds. \$1M of County funds will utilized for the roof project.
- Staff expects to start repairs in February 2023 with a reopening date anticipated in June 2023.

OBJECTIVE 8: CONDUCT FEASIBILITY STUDY OF ADDING BASKETBALL COURTS, SOCCER FIELDS, OR SKATE PARKS TO IMPROVE RECREATION PROGRAMS AND OPPORTUNITIES FOR TEENAGERS.

- In Oct 2022, the City received (1) one programming needs assessment bid for \$288K.
- Due to higher than anticipated proposal costs, City staff is reviewing alternative funding sources or reduced scope.

OBJECTIVE 9: UPGRADE PLAYGROUND EQUIPMENT, TRAILS, AND PATHWAYS AT CITY PARKS.

- The Gates Canyon budget and replacement plan was approved by the City Council on 09/25/22.
- City has appropriated \$1.2M for fiscal year 22/23 for the replacement of play structures at Gates Canyon, De Anza, Wild Walnut and Freedom Parks.
- To date, the public engagement process has begun for input on both Gates Canyon and Wild Walnut play structure replacement. Estimates for DeAnza play structure replacement is being solicited. Staff is collaborating with the Braewood HOA on the future access and play structure at Freedom Park.

OBJECTIVE 10: COMPLETE A FULL AND PERMANENT BUILD OUT OF WILD WALNUT PARK TO INCLUDE A DOG AND CHILDREN'S PARK.

- Staff presented a modified site plan to the City Council on 8/24/22. Direction was provided to revise the site plan further, seek public input, and present to Parks, Recreation, and Education Commission.
- Staff is currently conducting public outreach on proposed site plan modifications.
- In Aug 2022, City Council approved moving approximately \$700K in CIP funding from fiscal years 2023 and 2024 into 2022 for a total of \$800K for the project.
- Staff expects to bid the construction of the project in January 2023.

OBJECTIVE 11: COMPLETE ANNEXATION OF CRAFTSMAN'S CORNER. DEVELOP A PLAN TO ANNEX OTHER PROPERTIES WITHIN THE CITY'S SPHERE OF INFLUENCE.

- Staff met with the LAFCO CEO's Office to develop draft terms for the property transfer, including a review of the tax sharing agreement.
- Staff will be meeting with LAFCO counterparts to review and update the annexation application materials.

OBJECTIVE 12: PROVIDE OPTIONS THAT ALLOW FOR THE RELIEF OF TRAFFIC CONGESTION WITHIN THE CITY.

- Staff presented the final Local Roadway Safety Plan (LRSP) and recommended projects to the City Council on 8/10/22. Citywide traffic signal safety improvements were the top priority.
- Staff reviewed the following grants: Active Transportation Program (ATP), Highway Safety Improvement Program (HSIP), and Safe Streets and Roads for All (SS4A).
- Staff applied for \$45,000 Highway Safety Improvement Program (HSIP) funds in Sep 2022. Notice of awards are expected by Dec 2022. The City Council will be apprised of funded programs at this time.

FISCAL IMPACT/SOURCE OF FUNDING:

There is no fiscal impact, as this item is being presented to the City Council for informational purposes only.

REQUESTED ACTION:

Staff recommends that the City Council receive and file this progress update on the FY 22/23 Strategic Priorities.

ATTACHMENTS:

1. Fiscal Year 2022/23 Strategic Priorities Workplan

CITY OF CALABASAS
STRATEGIC PRIORITIES WORKPLAN
FISCAL YEAR 2022-23

 ENVIRONMENTAL LEADERSHIP				
OBJECTIVE 1: Identify potential real property acquisitions for the purposes of future parkland or open space designation.				
FISCAL IMPACT: COST OF PROPERTY ACQUISITION, TBD			LEAD DEPARTMENT: CD & CM	
#	ACTION ITEM	DUE	COMMENTS	STATUS
1.1	Review properties identified in the General Plan's Open Space Element for potential acquisition.	8/22	Staff has identified several properties available for purchase that are consistent with the General Plan.	Complete
1.2	Partner with the Santa Monica Mountains Conservancy and the Mountains Restoration Trust to initiate discussions with counterparties regarding prospects for acquisition.	11/22	Staff has engaged in preliminary discussions with several property owners regarding potential interest in having their land acquired.	In Progress
1.3	Present potential acquisition properties to the Environmental Commission and Planning Commission for General Plan conformance, Present to the City Council for final review, approval, and funding appropriation.	3/23	The Open Space Task Force will be convened before the end of November for discussion and acquisition recommendation to Commissions and City Council.	In Progress
1.4	Complete property transfer requirements and retire development rights.	6/23		

CITY OF CALABASAS
STRATEGIC PRIORITIES WORKPLAN
FISCAL YEAR 2022-23



ENVIRONMENTAL LEADERSHIP

OBJECTIVE 2: Develop a Water Resilience Plan outlining strategies to increase the City's drought preparedness, local water self-reliance, and planting of native vegetation (including milkweed for Monarch Butterfly habitats).

FISCAL IMPACT: \$150,000

LEAD DEPARTMENT: PW

#	ACTION ITEMS	DUE	COMMENTS	STATUS
2.1	Reduce all water use in City parks and medians by 15%	7/21		Complete
2.2	Reduce all water use in City parks and medians by an additional 15% from July 2021 levels.	12/21		Complete
2.3	Reduce all potable water areas of landscape to one (1) day a week, and all reclaim areas to three (3) days a week.	5/22		Complete
2.4	Provide water conservation and drought tolerant plant use update to the Sustainability Taskforce and receive input for recommendations to provide to the City Council.	5/22	Staff presented water conservation and drought tolerant plant recommendations to the Sustainability Taskforce on 5/23/22. Staff received direction and was asked to present the recommendations to the full City Council for adoption.	Complete
2.5	Present the City's Water Conservation Efforts Plan to the City Council for direction and approval.	6/22	Staff presented Taskforce approved water conservation and drought tolerant plant recommendations to the City Council on 6/8/22. After extensive discussion, direction was provided to staff to move forward with implementation.	Complete

CITY OF CALABASAS
STRATEGIC PRIORITIES WORKPLAN
FISCAL YEAR 2022-23



ENVIRONMENTAL LEADERSHIP

OBJECTIVE 2: Develop a Water Resilience Plan outlining strategies to increase the City's drought preparedness, local water self-reliance, and planting of native vegetation (including milkweed for Monarch Butterfly habitats).

FISCAL IMPACT: \$150,000

LEAD DEPARTMENT: PW

#	ACTION ITEMS	DUE	COMMENTS	STATUS
2.6	Enact City Council approved water conservation and drought tolerant planting strategy.	6/23	The redesign of City maintained landscape areas is ongoing, with an update provided to the City Council on 9/28/22.	In Progress

CITY OF CALABASAS
STRATEGIC PRIORITIES WORKPLAN
FISCAL YEAR 2022-23



FISCAL RESILIENCY

OBJECTIVE 3: Create an economic development plan to attract businesses, fill vacant properties, and promote advantages of conducting business in Calabasas.

FISCAL IMPACT: STAFF TIME		LEAD DEPARTMENT: CM & AS		
#	ACTION ITEMS	DUE	COMMENTS	STATUS
3.1	Designate one staff position as the primary point of contact for economic development and business related matters.	10/22	Community Development staff have been assigned as liaisons to the Chamber of Commerce and Valley Economic Alliance for economic development and business related matters.	Complete
3.2	Conduct a business satisfaction survey to evaluate existing efforts related to businesses attraction, retention, and permit/customer services issues, and discover new ideas for supporting growth.	10/22		Delayed
3.3	Create a dedicated City webpage used to improve branding of Calabasas as a desirable place to conduct business. Create a step-by-step guide on "How to Start a Business in Calabasas".	10/22		Delayed
3.4	Strengthen coordination with the Valley Economic Alliance and Valley Industry & Commerce Association on economic development initiatives focused on cultivating innovative businesses and attracting a highly competent workforce to Calabasas.	6/23	Community Development Director spotlighted the benefits of conducting business in Calabasas at a July 2022 Valley Economic Alliance forum. CD staff are currently coordinating with VEA and a third party on available Calabasas commercial leasing opportunities.	In Progress

CITY OF CALABASAS
STRATEGIC PRIORITIES WORKPLAN
FISCAL YEAR 2022-23



FISCAL RESILIENCY

OBJECTIVE 3: Create an economic development plan to attract businesses, fill vacant properties, and promote advantages of conducting business in Calabasas.

FISCAL IMPACT: STAFF TIME		LEAD DEPARTMENT: CM & AS		
#	ACTION ITEMS	DUE	COMMENTS	STATUS
3.5	Offer support, such as complimentary meeting spaces and advertising, for new businesses relocating to Calabasas. Increase ways for businesses to participate in City held or coordinated events throughout the year.	6/23	The City provided complimentary use of the Civic Center to host events for the Calabasas Film Festival and Chamber Spooky Fiesta events.	In Progress

CITY OF CALABASAS
STRATEGIC PRIORITIES WORKPLAN
FISCAL YEAR 2022-23



PUBLIC SAFETY & EMERGENCY PREPAREDNESS

OBJECTIVE 4: Conduct a feasibility study regarding the stationing of cell towers on publicly owned sites to expand coverage areas.

FISCAL IMPACT: STAFF TIME		LEAD DEPARTMENT: CD		
#	ACTION ITEMS	DUE	COMMENTS	STATUS
4.1	Identify City owned properties that could potentially accommodate wireless facilities.	9/22	Staff met with the Wireless Task Force on Aug 2022 to recommend (9) nine potential City owned properties that could accommodate wireless facilities.	Complete
4.2	Prepare and release a Request for Proposals (RFP) seeking the services of wireless carriers to develop, install, and manage wireless telecommunications facilities on a City owned properties.	12/22	A Request for Proposals (RFP) was published in Sep 2022 and will conclude at the end of Dec 2022.	In Progress
4.3	Accept and evaluate wireless carrier project proposals.	4/23		
4.4	Review project proposals with the Communications and Technology Commission and the City Council.	6/23		

CITY OF CALABASAS
STRATEGIC PRIORITIES WORKPLAN
FISCAL YEAR 2022-23



PUBLIC SAFETY & EMERGENCY PREPAREDNESS

OBJECTIVE 6: Review Los Angeles Sheriff Departments services and consider opportunities to realign funding and services, with specific focus on open space break-ins, HOA/neighborhood watch coordination, and remediation of street racing.

FISCAL IMPACT: STAFF TIME		LEAD DEPARTMENT: CM & ES		
#	ACTION ITEMS	DUE	COMMENTS	STATUS
6.1	Meet with the new Lost Hills Sheriff's Department Captain to discuss the City's public safety priorities and perceived service deficiencies.	9/22	Staff has monthly meetings with the Lost Hills Captain to discuss public safety priorities. On 09/30/22, staff and the Public Safety Taskforce liaisons met with the Lost Hills Captain and her leadership team to discuss school safety, residential burglaries, Flock cameras, and street racing concerns.	Complete
6.2	Analyze current Sheriff's Department service levels and recommend fair apportionment of costs.	9/22	On 08/23/22, the City Manager met with the Lost Hills Captain to discuss contract and service levels. Follow up meetings focused on the use of patrol deputies, as well as a motor and J-Team deputy.	In Progress

CITY OF CALABASAS
STRATEGIC PRIORITIES WORKPLAN
FISCAL YEAR 2022-23

6.4	Discuss additional opportunities for collaboration on priorities, community engagement, and community based policing improvements.	6/23	<p>On 10/13/22, City Manager met with COG City Managers, and Lost Hills Captain to discuss enhanced use of technology to increase service levels.</p> <p>Staff are working with Lost Hills Station to schedule a Safety Symposium focusing on school safety & fentanyl, residential burglaries & public safety, emergency preparedness, meet & greet with City Council, Sheriff, and LACoFD.</p>	In Progress
-----	--	------	--	-------------

CITY OF CALABASAS
STRATEGIC PRIORITIES WORKPLAN
FISCAL YEAR 2022-23



PUBLIC SAFETY & EMERGENCY PREPAREDNESS

OBJECTIVE 5: Develop a City Readiness & Education Initiative for Earthquake and Fire emergencies. Support home hardening programs, fire safe councils, and emergency equipment procurement.

FISCAL IMPACT: \$50,000 (GRANT FUNDED)

LEAD DEPARTMENT: ES

#	ACTION ITEMS	DUE	COMMENTS	STATUS
5.1	Conduct a "soft launch" of Zonehaven. Promote the "Know Your Zone" campaign throughout the community. Present updates to the City Council, Public Safety Commission, and Homeowners Association Presidents.	9/22	LA County OEM cancelled plans to "soft launch" Zonehaven.	Complete
5.2	Coordinate with LA County to formally launch Zonehaven.	10/22	The City is coordinating with LA County OEM to formally launch Zonehaven for LVMCOG cities on 10/24/22.	Complete
5.3	In coordination with the LA County Fire Department, produce a series of short education videos promoting the benefits of the City's home hardening program.	7/22	City staff produced (5) five short videos with LA County Fire to educate residents on the benefits of home hardening and defensible space.	Complete
5.4	Establish regular meeting schedule with EPIC. Identify potential uses of Santa Monica Mountains Conservancy grant, including the expansion of fire safe councils.	6/23	City staff regularly meets with EPIC, typically on a monthly basis, to coordinate on emergency preparedness matters.	Complete
5.5	Train staff on the use of the City's newly acquired mobile Emergency Operations Center.	6/23	The mobile Emergency Operations Center has been backordered until at least the second quarter of 2023.	Delayed
5.6	Harden the City's repeater site with solar battery backup and upgrade the City's AM radio station.	5/22	Solar battery backup has been installed at the City's repeater site as of June 2022. City staff are finalizing plans to provide internet and remote access upgrades to the City's AM radio station.	In Progress

CITY OF CALABASAS
STRATEGIC PRIORITIES WORKPLAN
FISCAL YEAR 2022-23



PUBLIC SAFETY & EMERGENCY PREPAREDNESS

OBJECTIVE 5: Develop a City Readiness & Education Initiative for Earthquake and Fire emergencies. Support home hardening programs, fire safe councils, and emergency equipment procurement.

FISCAL IMPACT: \$50,000 (GRANT FUNDED)

LEAD DEPARTMENT: ES

#	ACTION ITEMS	DUE	COMMENTS	STATUS
5.7	Present recommendations to the Public Safety/Emergency Preparedness Taskforce, City Council, and other stakeholders on ways the City could assist Calabasas medical baseline and critical care customers acquire battery backup devices.	4/23		

CITY OF CALABASAS
STRATEGIC PRIORITIES WORKPLAN
FISCAL YEAR 2022-23



RECREATION, YOUTH, AND SENIOR SERVICES

OBJECTIVE 7: Reopen the Agoura Hills Calabasas Community Center.

FISCAL IMPACT: \$2,000,000 (GRANT FUNDED)

LEAD DEPARTMENT: CS

#	ACTION ITEMS	DUE	COMMENTS	STATUS
7.1	Issue a Request for Proposals (RFP) for project management services for the roof replacement project.	3/22	Staff secured project management services from TKE Engineering in March 2022.	Complete
7.2	Issue a Request for Proposals (RFP) to secure a roof contractor.	10/22	In Sep 2022, the City received (3) three roof replacement bids ranging from \$1.3 - \$1.5M.	Complete
7.3	Secure grant funding for roof and general repairs/improvements to the AHCCC.	10/22	The City will have access to approximately \$2M in grants due to awards from Supervisor Kuehl's Office, County Regional Open Space and Park District, and earmarked Federal funds. \$1M of County funds will utilized for the roof project.	Complete
7.4	Complete roof repair, general repair, and maintenance of the AHCCC.	6/23		

CITY OF CALABASAS
STRATEGIC PRIORITIES WORKPLAN
FISCAL YEAR 2022-23



RECREATION, YOUTH, AND SENIOR SERVICES

OBJECTIVE 8: Conduct feasibility study of adding basketball courts, soccer fields, or skate parks to improve recreation programs and opportunities for teenagers.

FISCAL IMPACT: \$100,000

LEAD DEPARTMENT: CS

#	ACTION ITEMS	DUE	COMMENTS	STATUS
8.1	Issue a Request for Proposals (RFP) for a public outreach consultant to assess the programming needs of the Agoura Hills Calabasas Community Center and Community Services Department.	10/22	In Oct 2022, the City received (1) one programming needs assessment bid for \$288K.	Complete
8.2	Prepare teen programming and implementation plan and present to the Parks, Recreation, and Education Commission and City Council for review.	1/23	Due to higher than anticipated proposal costs, City staff is reviewing alternative funding sources or reduced scope.	In Progress

CITY OF CALABASAS
STRATEGIC PRIORITIES WORKPLAN
FISCAL YEAR 2022-23



RECREATION, YOUTH, AND SENIOR SERVICES

OBJECTIVE 9: Upgrade playground equipment, trails, and pathways at City parks.

FISCAL IMPACT: \$1,025,000 (BUDGETED IN CIP)

LEAD DEPARTMENT: CS

#	ACTION ITEMS	DUE	COMMENTS	STATUS
9.1	Present Gates Canyon playground equipment replacement plan and budget to City Council for approval.	9/22	The Gates Canyon budget and replacement plan was approved by the City Council on 09/25/22.	Complete
9.2	Determine safety needs and timeline for replacement of playground equipment at remaining City parks.	10/22	City has appropriated \$1.2M for fiscal year 22/23 for the replacement of play structures at Gates Canyon, De Anza, Wild Walnut and Freedom Parks.	Complete
9.3	Start replacement or repair of playground equipment in accordance with adopted Capital Improvement Plans.	6/23		

CITY OF CALABASAS
STRATEGIC PRIORITIES WORKPLAN
FISCAL YEAR 2022-23



RECREATION, YOUTH, AND SENIOR SERVICES

OBJECTIVE 10: Complete a full and permanent build out of Wild Walnut Park to include a dog and children's park.

FISCAL IMPACT: \$287,000 (FUNDED IN CIP)		LEAD DEPARTMENT: CS		
#	ACTION ITEMS	DUE	COMMENTS	STATUS
10.1	Conduct modification of site plan for value engineering.	10/22	Staff presented a modified site plan to the City Council on 8/24/22. Direction was provided to revise the site plan further, seek public input, and present to Parks, Recreation, and Education Commission.	Complete
10.2	Conduct public outreach on site plan modification and amenities. Present findings to the Parks, Recreation, and Education Commission.	11/22	Staff is currently conducting public outreach on proposed site plan modifications.	In Progress
10.3	Present project scope and budget to City Council for approval.	8/22	In Aug 2022, City Council approved moving approximately \$700K in CIP funding from fiscal years 2023 and 2024 into 2022 for a total of \$800K for the project.	Complete
10.4	Prepare and issue a Request for Proposals (RFP) for construction of Wild Walnut Park.	1/23		
10.5	Obtain City Council approval to award contract to construct and complete Wild Walnut Park project.	2/23		

CITY OF CALABASAS
STRATEGIC PRIORITIES WORKPLAN
FISCAL YEAR 2022-23



DEVELOPMENT & INFRASTRUCTURE

OBJECTIVE 11: Complete annexation of Craftsman's Corner. Develop a plan to annex other properties within the City's sphere of influence.

FISCAL IMPACT: STAFF TIME		LEAD DEPARTMENT: CD & CM		
#	ACTION ITEMS	DUE	COMMENTS	STATUS
11.1	Work with Finance Department and City Attorney to finalize a Draft Tax Exchange Agreement with LA County. Engage in negotiations with the City of Hidden Hills and L.A County.	10/22	Staff met with the CEO's Office to develop draft terms for the property transfer, including a review of the tax sharing agreement.	In Progress
11.2	Update and finalize annexation application with Los Angeles Local Agency Formation Commission (LAFCO).	11/22	Staff will be meeting with LAFCO counterparts to review and update the annexation application materials.	In Progress
11.3	Conduct public and property owner outreach in advance of public meetings and hearings.	1/23		
11.4	Engage in LAFCO public hearings (including protest hearings).	6/23		

CITY OF CALABASAS
STRATEGIC PRIORITIES WORKPLAN
FISCAL YEAR 2022-23



DEVELOPMENT & INFRASTRUCTURE

OBJECTIVE 12: Provide options that allow for the relief of traffic congestion within the City.

FISCAL IMPACT: \$50,000 (GRANT FUNDED)		LEAD DEPARTMENT: PW		
#	ACTION ITEMS	DUE	COMMENTS	STATUS
12.1	Completion of the Local Road Safety Plan (LRSP).	6/22	Action item combined with 12.2 below.	Complete
12.2	Identify and prioritize projects as recommended in the LRSP.	7/22	Staff presented the final Local Roadway Safety Plan (LRSP) and recommended projects to the City Council on 8/10/22.	Complete
12.3	Research funding opportunities to complete high priority projects.	9/22	Staff reviewed the following grants: Active Transportation Program (ATP), Highway Safety Improvement Program (HSIP), and Safe Streets and Roads for All (SS4A).	Complete
12.4	Submit applications to federal, state and local grant funding.	2/23	Staff applied for \$45,000 Highway Safety Improvement Program (HSIP) funds in Sep 2022. Notice of awards are expected by Dec 2022.	In Progress
12.5	Present grant award and recommended projects to City Council for approval.	6/23		



Check Register Report

Bank: BANK OF AMERICA - CITY OPERATING
Reporting Period: 10/1/2022 to 10/14/2022

Check No.	Check Date	Vendor Name	Check Description	Amount	Department
Administrative Services					
114551	10/4/2022	PRODOCUMENT SOLUTIONS, INC.	POSTAGE FOR VOTER INFO GUIDE	8,810.19	Administrative Services
114602	10/12/2022	APPLE ONE	TEMPORARY EMPLOYMENT SVCS	1,178.00	Administrative Services
114556	10/6/2022	APPLE ONE	TEMPORARY EMPLOYMENT SVCS	1,173.09	Administrative Services
114554	10/6/2022	AMSTAR EXPRESS, INC.	COURIER SERVICE - ELECTIONS	458.71	Administrative Services
114586	10/6/2022	PAPER RECYCLING & SHREDDING	ARCHIVAL RECORD DESTRUCTION	191.00	Administrative Services
114568	10/6/2022	CRISP IMAGING	COPY/PRINTING SERVICE	137.24	Administrative Services
Total Amount for 6 Line Item(s) from Administrative Services				\$11,948.23	
City Attorney					
114616	10/14/2022	COLANTUONO, HIGHSMITH &	GENERAL SERVICES/TNHC CANYON O	26,809.85	City Attorney
114607	10/12/2022	COLANTUONO, HIGHSMITH &	GENERAL SERVICES/TNHC CANYON O	21,954.22	City Attorney
114607	10/12/2022	COLANTUONO, HIGHSMITH &	GENERAL SERVICES/TNHC CANYON O	16,057.00	City Attorney
114625	10/14/2022	HOPKINS & CARLEY	LEGAL SERVICES	672.00	City Attorney
114616	10/14/2022	COLANTUONO, HIGHSMITH &	UNDER COLLECTION- UUT	42.80	City Attorney
Total Amount for 5 Line Item(s) from City Attorney				\$65,535.87	
City Council					
114615	10/14/2022	CITY OF AGOURA HILLS	COUNCIL OF GOV'T DUES FY 22/23	25,000.00	City Council
114613	10/14/2022	CHABAD OF CALABASAS	DONATION	200.00	City Council
114617	10/14/2022	CONEJO AWARDS	EMPLOYEE SERVICE AWARDS	102.96	City Council
114643	10/14/2022	WEINTRAUB/ALICIA//	REIMBURSEMENT- PHONE SERVICE	60.00	City Council
Total Amount for 4 Line Item(s) from City Council				\$25,362.96	
Civic Center O&M					
114591	10/6/2022	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	14,852.92	Civic Center O&M
114591	10/6/2022	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	12,008.75	Civic Center O&M
114637	10/14/2022	SECURAL SECURITY CORP	PATROL CAR SERVICES	1,320.00	Civic Center O&M
114614	10/14/2022	CIRCULATING AIR, INC.	HVAC MAINTENANCE	580.50	Civic Center O&M
114614	10/14/2022	CIRCULATING AIR, INC.	HVAC MAINTENANCE	580.50	Civic Center O&M
114614	10/14/2022	CIRCULATING AIR, INC.	HVAC MAINTENANCE	110.00	Civic Center O&M
114614	10/14/2022	CIRCULATING AIR, INC.	HVAC MAINTENANCE	110.00	Civic Center O&M



Check Register Report

Bank: BANK OF AMERICA - CITY OPERATING
Reporting Period: 10/1/2022 to 10/14/2022

Check No.	Check Date	Vendor Name	Check Description	Amount	Department
Total Amount for 7 Line Item(s) from Civic Center O&M				\$29,562.67	
Community Development					
114632	10/14/2022	LIGHTBOX PARENT LP	SOFTWARE	29,287.00	Community Development
114556	10/6/2022	APPLE ONE	TEMPORARY EMPLOYMENT SVCS	1,280.00	Community Development
114559	10/6/2022	ATMOSPHERE CATERING, LLC	TEAM BUILDING LUNCH	394.20	Community Development
114640	10/14/2022	VALLEY NEWS GROUP	LEGAL ADVERTISING	45.00	Community Development
114577	10/6/2022	L.A. CO. ASSESSOR	MAPS AND POSTAGE	14.59	Community Development
114577	10/6/2022	L.A. CO. ASSESSOR	MAPS AND POSTAGE	8.02	Community Development
Total Amount for 6 Line Item(s) from Community Development				\$31,028.81	
Community Services					
114561	10/6/2022	CALABASAS FILM FEST, INC.	2022 FILM FESTIVAL SPONSOR	20,000.00	Community Services
114620	10/14/2022	DSR AUDIO	SOUND/POWER- CONCERT	11,165.00	Community Services
114608	10/12/2022	EXTRA FUN JUMPERS INC	INFLATABLES & TRAIN	8,979.89	Community Services
114585	10/6/2022	MESA ENERGY SYSTEMS IN	EMERGENCY SENIOR CENTER A/C	8,010.00	Community Services
114600	10/6/2022	ALLIANT INSURANCE SERVICES INC	SPECIAL EVENTS INS- DE ANZA	5,418.00	Community Services
114591	10/6/2022	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	4,740.30	Community Services
114631	10/14/2022	LAS VIRGENES UNIFIED SCHOOL	JOINT USE AGREEMENT-AE WRIGHT	4,172.79	Community Services
114576	10/6/2022	JOLLY BOUNCERS INC.	ENTERTAINMENT- PUMPKIN FEST	3,802.18	Community Services
114599	10/6/2022	WHERRY/HAROLD//	ENTERTAINMENT- PUMPKIN FEST	3,000.00	Community Services
114601	10/12/2022	AMBULIFE AMBULANCE INC	AMBULANCE STAND BY FOR	2,800.00	Community Services
114591	10/6/2022	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	2,467.08	Community Services
114583	10/6/2022	MAGIC JUMP RENTALS VENTURA LLC	INFLATABLE ENTERTAINMENT	2,405.20	Community Services
114582	10/6/2022	LOS ANGELES COUNTY DEPT. OF	VENDOR PERMITS- PUMPKIN FEST	2,390.00	Community Services
114594	10/6/2022	TKE ENGINEERING, INC	CONSTRUCTION SERVICES	2,215.00	Community Services
114587	10/6/2022	PETTY CASH	PETTY CASH- PUMPKIN FEST	2,000.00	Community Services
114560	10/6/2022	BARNETT/AMANDA//	ENTERTAINMENT- PUMPKIN FEST	2,000.00	Community Services
114598	10/6/2022	WEST VALLEY HORSE CENTER	HAY - PUMPKIN FEST	1,943.63	Community Services
114593	10/6/2022	STEINBERG/MATTHEW JAMES//	ENTERTAINMENT PUMPKIN FEST	1,800.00	Community Services
114609	10/12/2022	JMJ AX, INC	AXE THROWING DEPOSIT FOR	1,685.00	Community Services
114610	10/12/2022	JMJ AX, INC	AXE THROWING REMAIN BALANCE	1,685.00	Community Services
114556	10/6/2022	APPLE ONE	TEMPORARY EMPLOYMENT SVCS	1,472.00	Community Services
114602	10/12/2022	APPLE ONE	TEMPORARY EMPLOYMENT SVCS	1,462.80	Community Services
114572	10/6/2022	GUDIS/MATTHEW//	ENTERTAINMENT- PMPKN FES (BAL)	1,450.00	Community Services
114611	10/12/2022	KEENE MUSIC SERVICES, LLC	SCAROLERS ENTERTAINMENT	1,405.00	Community Services



Check Register Report

Bank: BANK OF AMERICA - CITY OPERATING

Reporting Period: 10/1/2022 to 10/14/2022

Date: 10/18/2022

Time: 10:59:45AM

Page 3 of 8

Check No.	Check Date	Vendor Name	Check Description	Amount	Department
114633	10/14/2022	MESA ENERGY SYSTEMS IN	DE ANZA AC	1,206.51	Community Services
114633	10/14/2022	MESA ENERGY SYSTEMS IN	EMERGENCY CREEKSIDE A/C	1,110.00	Community Services
114571	10/6/2022	GOODREAU/DOUGLAS DAVID//	ENTERTAINMENT- PUMPKIN FEST	1,000.00	Community Services
114597	10/6/2022	WAXIE SANITARY SUPPLY	JANITORIAL SERVICES	825.61	Community Services
114641	10/14/2022	VENTURA TRANSIT SYSTEM, INC.	SHUTTLE SERVICES	814.72	Community Services
114584	10/6/2022	MARKOVA/ANASTASIA//	ENTERTAINMENT- PUMPKIN FEST	800.00	Community Services
114588	10/6/2022	PINO/KAREN//	ENTERTAINMENT - PUMPKIN FEST	770.00	Community Services
114553	10/6/2022	AMERIGAS - TOPANGA	PROPANE SERVICE - CREEKSIDE	746.45	Community Services
114604	10/12/2022	BARRY KAY ENTERPRISES, INC.	BASKETBALL T-SHIRTS	716.13	Community Services
114596	10/6/2022	VENTURA TRANSIT SYSTEM, INC.	SHUTTLE SERVICES	483.74	Community Services
114596	10/6/2022	VENTURA TRANSIT SYSTEM, INC.	SHUTTLE SERVICES	381.90	Community Services
114581	10/6/2022	LITTLEJOHN COMMUNICATIONS INC	PAY PHONE SVC- JUL-SEP 2022	300.00	Community Services
114565	10/6/2022	COLE/MARK//	SENIOR PROGRAMMING	250.00	Community Services
114639	10/14/2022	STAPLES	OFFICE SUPPLIES	214.53	Community Services
114624	10/14/2022	GROWING ROOTS	PLANT MAINTENANCE	185.00	Community Services
114594	10/6/2022	TKE ENGINEERING, INC	CONSTRUCTION SERVICES	165.00	Community Services
114574	10/6/2022	INNER-I ...SECURITY IN FOCUS	SERVICE RESPONSE CALL	130.00	Community Services
114574	10/6/2022	INNER-I ...SECURITY IN FOCUS	SERVICE RESPONSE CALL	120.00	Community Services
114564	10/6/2022	CLARK PEST CONTROL	PEST CONTROL SERVICES	117.00	Community Services
114645	10/14/2022	ZEE MEDICAL SERVICE CO.	FIRST AID KIT SUPPLIES	77.58	Community Services
114574	10/6/2022	INNER-I ...SECURITY IN FOCUS	APR-JUN 2022 MONITORING-CREEK	75.00	Community Services

Total Amount for 45 Line Item(s) from Community Services

\$108,958.04

Finance

114612	10/14/2022	ADP, INC	ADMINISTRATIVE EXPENSES	5,448.02	Finance
114612	10/14/2022	ADP, INC	ADMINISTRATIVE EXPENSES	5,121.92	Finance
114573	10/6/2022	HDL, COREN & CONE INC.	PROPERTY TAX SERVICES	795.00	Finance

Total Amount for 3 Line Item(s) from Finance

\$11,364.94

Library

114627	10/14/2022	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	635.48	Library
114627	10/14/2022	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	624.83	Library
114562	10/6/2022	CANON FINANCIAL SERVICES INC	CANON COPIER LEASES	486.33	Library
114606	10/12/2022	BOOKPAGE	MAGAZINE SUBSCRIPTION	390.00	Library
114627	10/14/2022	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	363.31	Library
114627	10/14/2022	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	270.79	Library



Check Register Report

Bank: BANK OF AMERICA - CITY OPERATING

Reporting Period: 10/1/2022 to 10/14/2022

Date: 10/18/2022

Time: 10:59:45AM

Page 4 of 8

Check No.	Check Date	Vendor Name	Check Description	Amount	Department
114618	10/14/2022	DEMCO, INC.	LIBRARY SUPPLIES	224.26	Library
114627	10/14/2022	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	203.44	Library
114627	10/14/2022	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	159.65	Library
114603	10/12/2022	BAKER & TAYLOR, LLC	BOOKS-LIBRARY	116.07	Library
114627	10/14/2022	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	103.77	Library
114627	10/14/2022	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	96.82	Library
114627	10/14/2022	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	89.07	Library
114627	10/14/2022	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	58.24	Library
114627	10/14/2022	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	57.80	Library
114627	10/14/2022	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	42.99	Library
114605	10/12/2022	BLACKSTONE PUBLISHING	AUDIO BOOKS-LIBRARY	42.36	Library
114627	10/14/2022	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	35.60	Library
114563	10/6/2022	CANON SOLUTIONS AMERICA, INC	COPIER SERVICE PROGRAM	34.77	Library
114563	10/6/2022	CANON SOLUTIONS AMERICA, INC	COPIER SERVICE PROGRAM	31.43	Library
114605	10/12/2022	BLACKSTONE PUBLISHING	AUDIO BOOKS-LIBRARY	30.20	Library
114627	10/14/2022	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	30.16	Library
114627	10/14/2022	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	25.34	Library
114627	10/14/2022	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	21.48	Library
114627	10/14/2022	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	21.41	Library
114627	10/14/2022	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	20.14	Library
114627	10/14/2022	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	20.11	Library
114627	10/14/2022	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	19.46	Library
114627	10/14/2022	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	19.44	Library
114627	10/14/2022	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	17.46	Library
114627	10/14/2022	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	10.85	Library
Total Amount for 31 Line Item(s) from Library				\$4,303.06	

LMD #22

114580	10/6/2022	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	15,039.00	LMD #22
114580	10/6/2022	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	14,559.71	LMD #22
114580	10/6/2022	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	13,560.26	LMD #22
114580	10/6/2022	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	9,263.11	LMD #22
114580	10/6/2022	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	5,952.68	LMD #22
114580	10/6/2022	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	4,251.63	LMD #22
114580	10/6/2022	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	2,490.04	LMD #22
114638	10/14/2022	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	614.47	LMD #22
114591	10/6/2022	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	562.29	LMD #22



Check Register Report

Bank: BANK OF AMERICA - CITY OPERATING

Reporting Period: 10/1/2022 to 10/14/2022

Date: 10/18/2022

Time: 10:59:45AM

Page 5 of 8

Check No.	Check Date	Vendor Name	Check Description	Amount	Department
114638	10/14/2022	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	438.07	LMD #22
114638	10/14/2022	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	214.26	LMD #22
114638	10/14/2022	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	197.83	LMD #22
114591	10/6/2022	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	62.61	LMD #22
114591	10/6/2022	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	61.13	LMD #22
114591	10/6/2022	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	41.53	LMD #22
114591	10/6/2022	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	20.52	LMD #22
Total Amount for 16 Line Item(s) from LMD #22				\$67,329.14	
<u>LMD #24</u>					
114591	10/6/2022	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	281.65	LMD #24
Total Amount for 1 Line Item(s) from LMD #24				\$281.65	
<u>LMD #27</u>					
114591	10/6/2022	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	20.48	LMD #27
Total Amount for 1 Line Item(s) from LMD #27				\$20.48	
<u>LMD #32</u>					
114591	10/6/2022	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	38.11	LMD #32
Total Amount for 1 Line Item(s) from LMD #32				\$38.11	
<u>LMD 22 - Common Benefit Area</u>					
114580	10/6/2022	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	45,597.90	LMD 22 - Common Benefit Area
114638	10/14/2022	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	2,014.14	LMD 22 - Common Benefit Area
114638	10/14/2022	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	527.64	LMD 22 - Common Benefit Area
114591	10/6/2022	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	324.25	LMD 22 - Common Benefit Area
114591	10/6/2022	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	42.79	LMD 22 - Common Benefit Area
Total Amount for 5 Line Item(s) from LMD 22 - Common Benefit Area				\$48,506.72	
<u>Media Operations</u>					
114575	10/6/2022	INSIGHT PUBLIC SECTOR, INC.	COMPUTER SOFTWARE	18,294.53	Media Operations
114558	10/6/2022	AT&T	TELEPHONE SERVICE	616.42	Media Operations



Check Register Report

Bank: BANK OF AMERICA - CITY OPERATING

Reporting Period: 10/1/2022 to 10/14/2022

Date: 10/18/2022

Time: 10:59:45AM

Page 6 of 8

Check No.	Check Date	Vendor Name	Check Description	Amount	Department
114557	10/6/2022	AT&T	TELEPHONE SERVICE	594.52	Media Operations
114623	10/14/2022	GRACENOTE MEDIA SERVICES	CTV GUIDE LISTING	115.68	Media Operations
Total Amount for 4 Line Item(s) from Media Operations				\$19,621.15	
<u>Non-Departmental - Finance</u>					
114636	10/14/2022	SAN FERNANDO VALLEY COMMUNITY	INTERIM HOUSING PROGRAM	12,000.00	Non-Departmental - Finance
114562	10/6/2022	CANON FINANCIAL SERVICES INC	CANON COPIER LEASES	1,678.04	Non-Departmental - Finance
114563	10/6/2022	CANON SOLUTIONS AMERICA, INC	COPIER SERVICE PROGRAM	283.11	Non-Departmental - Finance
114589	10/6/2022	QUADIENT LEASING USA, INC.	POSTAGE SUPPLIES	236.14	Non-Departmental - Finance
114563	10/6/2022	CANON SOLUTIONS AMERICA, INC	COPIER SERVICE PROGRAM	190.07	Non-Departmental - Finance
114592	10/6/2022	STAPLES	KITCHEN SUPPLIES	107.30	Non-Departmental - Finance
114639	10/14/2022	STAPLES	KITCHEN SUPPLIES	107.30	Non-Departmental - Finance
114563	10/6/2022	CANON SOLUTIONS AMERICA, INC	COPIER SERVICE PROGRAM	82.26	Non-Departmental - Finance
114563	10/6/2022	CANON SOLUTIONS AMERICA, INC	COPIER SERVICE PROGRAM	73.60	Non-Departmental - Finance
114592	10/6/2022	STAPLES	SUPPLIES	60.03	Non-Departmental - Finance
114592	10/6/2022	STAPLES	KITCHEN SUPPLIES	55.99	Non-Departmental - Finance
114592	10/6/2022	STAPLES	SUPPLIES	50.44	Non-Departmental - Finance
114592	10/6/2022	STAPLES	KITCHEN SUPPLIES	34.95	Non-Departmental - Finance
114563	10/6/2022	CANON SOLUTIONS AMERICA, INC	COPIER SERVICE PROGRAM	30.27	Non-Departmental - Finance
114592	10/6/2022	STAPLES	KITCHEN SUPPLIES	27.96	Non-Departmental - Finance
114592	10/6/2022	STAPLES	KITCHEN SUPPLIES	21.54	Non-Departmental - Finance
114592	10/6/2022	STAPLES	OFFICE SUPPLIES	16.14	Non-Departmental - Finance
Total Amount for 17 Line Item(s) from Non-Departmental - Finance				\$15,055.14	
<u>Police / Fire / Safety</u>					
114578	10/6/2022	L.A. CO. SHERIFF'S DEPT.	SHERIFF SVCS- AUG 2022	420,694.14	Police / Fire / Safety
114578	10/6/2022	L.A. CO. SHERIFF'S DEPT.	SHERIFF SVCS- AUG 2022	10,943.11	Police / Fire / Safety
114629	10/14/2022	L.A. CO. SHERIFF'S DEPT.	SHERIFF SVCS- VIEWPOINT	347.00	Police / Fire / Safety
114629	10/14/2022	L.A. CO. SHERIFF'S DEPT.	SHERIFF SVCS- VIEWPOINT	0.00	Police / Fire / Safety
Total Amount for 4 Line Item(s) from Police / Fire / Safety				\$431,984.25	
<u>Public Safety & Emergency Preparedness</u>					
114621	10/14/2022	DYER/MICHAEL//	CONSULTING SERVICES	4,700.00	Public Safety & Emergency Preparedness
114619	10/14/2022	DG INVEST. INTERM. HOLDINGS 2	SECURITY SERVICES	454.84	Public Safety & Emergency Preparedness



Check Register Report

Bank: BANK OF AMERICA - CITY OPERATING
Reporting Period: 10/1/2022 to 10/14/2022

Check No.	Check Date	Vendor Name	Check Description	Amount	Department
Total Amount for 2 Line Item(s) from Public Safety & Emergency Preparedness				\$5,154.84	
Public Works					
114590	10/6/2022	RON'S MAINTENANCE, INC.	CATCH BASIN CLEANING SVCS	4,368.00	Public Works
114580	10/6/2022	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	2,495.78	Public Works
114567	10/6/2022	COUNTY OF LOS ANGELES	CONTRACT SERVICES	2,457.61	Public Works
114580	10/6/2022	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	1,229.04	Public Works
114559	10/6/2022	ATMOSPHERE CATERING, LLC	TEAM BUILDING LUNCH	394.20	Public Works
114638	10/14/2022	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	315.36	Public Works
114595	10/6/2022	VALLEY NEWS GROUP	RECYCLING AD	300.00	Public Works
114591	10/6/2022	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	207.07	Public Works
114591	10/6/2022	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	174.66	Public Works
114580	10/6/2022	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	7.50	Public Works
Total Amount for 10 Line Item(s) from Public Works				\$11,949.22	
Recoverable / Refund / Liability					
114628	10/14/2022	JOSHI/RACHEL//	CLASS REFUND	229.00	Recoverable / Refund / Liability
114634	10/14/2022	NELSON/DREW//	SECURITY DEPOSIT REFUND	225.00	Recoverable / Refund / Liability
114570	10/6/2022	FS CONTRACTORS, INC	UPPER LAS VIRGENES RD	-27,884.08	Recoverable / Refund / Liability
Total Amount for 3 Line Item(s) from Recoverable / Refund / Liability				\$-27,430.08	
Tennis & Swim Center					
114566	10/6/2022	COOKSEY'S LIFEGUARD & SWIM LLC	LIFEGUARD SERVICES	7,675.44	Tennis & Swim Center
114591	10/6/2022	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	6,483.99	Tennis & Swim Center
114591	10/6/2022	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	2,919.13	Tennis & Swim Center
114626	10/14/2022	IAM PACIFIC WELLNESS	FITNESS EQUIPMENT SERVICES	1,931.85	Tennis & Swim Center
114626	10/14/2022	IAM PACIFIC WELLNESS	FITNESS EQUIPMENT SERVICES	1,415.18	Tennis & Swim Center
114626	10/14/2022	IAM PACIFIC WELLNESS	FITNESS EQUIPMENT SERVICES	1,221.37	Tennis & Swim Center
114626	10/14/2022	IAM PACIFIC WELLNESS	FITNESS EQUIPMENT SERVICES	797.30	Tennis & Swim Center
114626	10/14/2022	IAM PACIFIC WELLNESS	FITNESS EQUIPMENT SERVICES	742.57	Tennis & Swim Center
114642	10/14/2022	WATERLINE TECHNOLOGIES INC	POOL CHEMICALS	664.10	Tennis & Swim Center
114626	10/14/2022	IAM PACIFIC WELLNESS	FITNESS EQUIPMENT SERVICES	310.63	Tennis & Swim Center
114630	10/14/2022	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	289.12	Tennis & Swim Center
114642	10/14/2022	WATERLINE TECHNOLOGIES INC	POOL CHEMICALS	247.82	Tennis & Swim Center
114555	10/6/2022	ANDRADE/MARCELA//	SWIM LESSON REFUND	128.00	Tennis & Swim Center



Check Register Report

Bank: BANK OF AMERICA - CITY OPERATING

Reporting Period: 10/1/2022 to 10/14/2022

Date: 10/18/2022

Time: 10:59:45AM

Page 8 of 8

Check No.	Check Date	Vendor Name	Check Description	Amount	Department
114635	10/14/2022	NEWBURY PARK TREE SERVICE INC	IRRIGATION REPAIRS	76.89	Tennis & Swim Center
114635	10/14/2022	NEWBURY PARK TREE SERVICE INC	IRRIGATION REPAIRS	74.72	Tennis & Swim Center
Total Amount for 15 Line Item(s) from Tennis & Swim Center				\$24,978.11	
<u>Transportation</u>					
114570	10/6/2022	FS CONTRACTORS, INC	UPPER LAS VIRGENES RD	557,681.60	Transportation
114552	10/6/2022	ALL CITY MANAGEMENT SVCS, INC.	SCHOOL CROSSING GUARD SVCS	6,418.77	Transportation
114644	10/14/2022	YUNEX LLC	TRAFFIC SIGN MAINTENANCE	3,888.00	Transportation
114591	10/6/2022	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	1,221.61	Transportation
114569	10/6/2022	FEHR & PEERS	IMPLEMENTATION SERVICES	740.25	Transportation
114644	10/14/2022	YUNEX LLC	TRAFFIC SIGN MAINTENANCE	726.00	Transportation
114579	10/6/2022	LA DWP	TRAFFIC METER SERVICE	169.48	Transportation
114622	10/14/2022	GOLD/MARALYN//	REIMB SUPPLIES	52.49	Transportation
114622	10/14/2022	GOLD/MARALYN//	REIMB SUPPLIES	48.34	Transportation
114622	10/14/2022	GOLD/MARALYN//	REIMB SUPPLIES	39.58	Transportation
114638	10/14/2022	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	17.95	Transportation
Total Amount for 11 Line Item(s) from Transportation				\$571,004.07	
GRAND TOTAL for 197 Line Items				\$1,456,557.38	



Check Register Report

Bank: BANK OF AMERICA - TENNIS & SWIM CENTER

Reporting Period: 10/1/2022 to 10/14/2022

Date: 10/18/2022

Time: 11:01:26AM

Page 1 of 1

Check No.	Check Date	Vendor Name	Check Description	Amount	Department
Recoverable / Refund / Liability					
14418	10/6/2022	TOP SEED TENNIS ACADEMY, INC.	FINAL PROFIT FY 21/22	-56,948.80	Recoverable / Refund / Liability
Total Amount for 1 Line Item(s) from Recoverable / Refund / Liability				<u>\$-56,948.80</u>	
Tennis & Swim Center					
14418	10/6/2022	TOP SEED TENNIS ACADEMY, INC.	FINAL PROFIT FY 21/22	294,573.26	Tennis & Swim Center
14417	10/6/2022	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	6,483.99	Tennis & Swim Center
14416	10/6/2022	RICHARDS/JEFF//	REIMBURSE EXPENSE	2,031.15	Tennis & Swim Center
14414	10/6/2022	ATMOSPHERE CATERING, LLC	TEAM BUILDING LUNCH	1,300.86	Tennis & Swim Center
14424	10/13/2022	TOP SEED TENNIS ACADEMY, INC.	PROGRAM SUPPLIES	1,153.52	Tennis & Swim Center
14425	10/13/2022	UNIFIRST CORPORATION	JANITORIAL SUPPLIES	548.67	Tennis & Swim Center
14425	10/13/2022	UNIFIRST CORPORATION	JANITORIAL SUPPLIES	380.03	Tennis & Swim Center
14419	10/6/2022	UNIFIRST CORPORATION	JANITORIAL SUPPLIES	371.16	Tennis & Swim Center
14421	10/13/2022	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	289.12	Tennis & Swim Center
14415	10/6/2022	CANON SOLUTIONS AMERICA, INC	COPIER SERVICE PROGRAM	257.93	Tennis & Swim Center
14420	10/13/2022	CANON FINANCIAL SERVICES INC	CANON COPIER LEASES	215.31	Tennis & Swim Center
14423	10/13/2022	STAPLES	OFFICE SUPPLIES	161.46	Tennis & Swim Center
14413	10/6/2022	ADP, INC	ADMINISTRATIVE EXPENSES	99.37	Tennis & Swim Center
14422	10/13/2022	NEWBURY PARK TREE SERVICE INC	IRRIGATION REPAIRS	76.88	Tennis & Swim Center
14422	10/13/2022	NEWBURY PARK TREE SERVICE INC	IRRIGATION REPAIRS	74.73	Tennis & Swim Center
14423	10/13/2022	STAPLES	OFFICE SUPPLIES	42.62	Tennis & Swim Center
Total Amount for 16 Line Item(s) from Tennis & Swim Center				<u>\$308,060.06</u>	
GRAND TOTAL for 17 Line Items				<u>\$251,111.26</u>	

9-Nov

1	CD	Consent	Adoption of Ordinance No. 2022-400 Building Code Update
2	CC	Consent	Adoption of Resolution No. 2022-18 __, reaffirming and extending the existence of a local state of emergency due to the Novel Corona Virus Covid-19 pandemic
3	CC	Consent	Adoption of Resolution No. 2022-18 __, authorizing continued remote teleconference meetings of the Calabasas Commissions pursuant to Government Code Section 54953(e)
4	AS	Public Hearing	Review and approval of projects for the 49th Program Year (2023-2024) - Community Development Block Grant (CDBG) Funding; and Adoption of Resolution No. 2022-1820, approving the CDBG 49th Program Year (2023-2024)
5	AS	Public Hearing	Review and approval of project amendments for the 48th Program Year (2022-2023) - Community Development Block Grant (CDBG) Funding; and Adoption of Resolution No. 2022-1819, approving amendments to the CDBG 48th Program Year (2022-2023)

Future Items

6	CC	New Business	Election Certification/Council Reorganization
7	CS	New Business	Tennis & Swim Center operations update
8	CC	New Business	Council direction regarding Woolsey Fire funds
9	CC	New Business	Town Hall meeting with insurance commissioner
10	CC	New Business	Discussion and direction regarding a catalytic converter Ordinance
11	CC	New Business	Introduction of Ordinance relating to Electronic and Paperless Filing of Fair Political Practices Commission (FPPC) Campaign Disclosure Statements
12	CM	New Business	Solar Panel and Battery Backup Assessment at City facilities
13	CC	New Business	Formation of a water taskforce on equitable access to water
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	CM/CA	New Business	Discussion regarding gun violence prevention
18	CD	Public Hearing	Adoption of updates to the Circulation and Safety Elements of the Calabasas 2030 General Plan
19	CD	New Business	Recommendation from the Planning Commission regarding Fire Hardening and Resilience Code Standards
20	PS	New Business	Use of technology (satellite phones) during emergencies

2022 Meeting Dates

Nov 8 - General Municipal Election	Nov 23 - Canceled
Nov 9	Dec 14 - Election Cert./Reorg.
	Dec 28 - Canceled