



CITY of CALABASAS

CITY COUNCIL AGENDA

REGULAR MEETING – WEDNESDAY, NOVEMBER 9, 2022

100 CIVIC CENTER WAY, CALABASAS, CA 91302

7:00 P.M.

HYBRID/ZOOM TELECONFERENCE

www.cityofcalabasas.com

IMPORTANT NOTICE REGARDING THE NOVEMBER 9, 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/86054735066?pwd=b2xtLzBZMHZSYOM1ZUIFM3VlbGZqUT09>

Passcode: 515225

Webinar ID: 860 5473 5066

Or iPhone one-tap:

US: +1-669-900-9128, 860 5473 5066# or +1-346-248-7799, 860 5473 5066#

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/86054735066>

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.

OPENING MATTERS

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

PRESENTATIONS

- [Sheriff's Crime Report - September 2022](#)

ANNOUNCEMENTS/INTRODUCTIONS

ORAL COMMUNICATION – PUBLIC COMMENT

CONSENT ITEMS

1. [Approval of October 26, 2022 meeting minutes](#)
2. [Adoption of Resolution No. 2022-1826, authorizing continued remote teleconference meetings of the Calabasas City Commissions pursuant to Government Code Section 54953\(e\)](#)
3. [Recommendation to approve a three-year Professional Services Agreement with Newbury Park Tree Service, Inc. for tree service of citywide street trees, City parks, LLAD/LMD Districts 21, 22, 24, 27 and 32; and for fire prevention and resiliency projects on an as needed basis in an amount not to exceed \\$1,402,267](#)
4. [Adoption 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](#)
5. [Adoption of Resolution No. 2022-1827, reaffirming and extending the existence of a local state of emergency due to the Novel Corona Virus Covid-19 pandemic](#)
6. [Adoption of Resolution No. 2022-1825 proclaiming March 18, 2023 as “Arbor Day” in the City of Calabasas](#)
7. [Recommendation to approve Amendment No. 1 to extend the Professional Services Agreement with Cleanstreet for citywide street sweeping services for a one \(1\) year term in an amount not to exceed Four Hundred Fifty-Six Thousand Five Hundred Forty Dollars \(\\$456,540\)](#)

8. [Adoption of Resolution No. 2022-1828, condemning the government of Iran for the physical beating and deaths of Mahsa Amini, Sarina Esmaeilzadeh, Nika Shakarami and others by Iran's Morality Police](#)
9. [Consideration of Resolution No. 2022-1829, disapproving the Los Angeles County Revised Countywide Siting Element date July 2022](#)

PUBLIC HEARING

10. [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 \(2022-2023\)](#)
11. [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 \(2023-2024\)](#)

NEW BUSINESS

12. [Adoption of Resolution No. 2022-1824, approving an Environmentally Sustainable Procurement Policy for the City of Calabasas](#)

INFORMATIONAL REPORTS

13. [Check Register for the period of October 15-28, 2022](#)

TASK FORCE REPORTS

CITY MANAGER'S REPORT

FUTURE INFORMATION/AGENDA ITEMS

ADJOURN

The City Council will adjourn to a regular meeting/Council Reorganization on Wednesday, December 14, 2022, at 7:00 p.m.



OFFICE OF THE SHERIFF

COUNTY OF LOS ANGELES

HALL OF JUSTICE

ALEX VILLANUEVA, SHERIFF
(818) 878-1808



October 7, 2022

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

Dear Mr. Meik:

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

I. CRIME STATISTICS

CRIME	CURRENT MTH	YTD 2022	YTD 2021	CHANGE
Homicide	0	0	0	0
Rape	0	4	7	-3
Robbery				
Armed	1	3	1	2
Strong-Arm	1	4	10	-6
Assault	3	10	8	2
Burglary				
Residential	4	33	24	9
Business	1	19	11	8
Garage/Out-Building	2	9	4	5
Vehicle (locked)	6	50	30	20
Theft				
Grand (\$950 +)	8	59	43	16
Petty	5	40	44	-4
Vehicle (unlocked)	2	33	48	-15
Grand Theft Vehicle	3	24	19	5
Arson	0	2	3	-1
Domestic Violence Felony	2	6	2	4
Total Part I Crimes	38	296	254	+42
Percent Change				+16.5%
Domestic Violence Misdemeanor	5	32	35	-3
Swatting	1	2	1	1

211 WEST TEMPLE STREET, LOS ANGELES, CALIFORNIA 90012

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CRIME	YTD 2019	YTD 2020	YTD 2021	YTD 2022
Homicide	1	0	0	0
Rape	0	6	7	4
Robbery				
Armed	5	3	1	3
Strong-Arm	5	5	10	4
Assault	1	7	8	10
Burglary				
Residential	33	14	24	33
Business	17	6	11	19
Garage/Out-Building	11	5	4	9
Vehicle (locked)	56	36	30	50
Theft				
Grand (\$950 +)	37	16	43	59
Petty	51	36	44	40
Vehicle (unlocked)	24	40	48	33
Grand Theft Vehicle	20	22	19	24
Arson	1	1	3	2
Domestic Violence Felony	3	5	2	6
Total Part I Crimes	265	202	254	296
Percent Change		-23.8%	+25.7%	+16.5%
Domestic Violence Misdemeanor	26	28	35	32
Swatting	1	3	1	2

YTD = January 1 to September 30

Percent Change = comparison of current YTD Part 1 Crime total to previous YTD Part 1 Crime total,
example: YTD 2020 Part 1 Crime total (202) compared to YTD 2019 Part 1 Crime total (265) is a decrease of 23.8%.

II. NOTEWORTHY INCIDENTS

Two subjects, residents of Los Angeles and Las Vegas, were arrested for robbery in the 5800 block of Parkmor Road. The victim had arrived home and parked in front of his residence. As he exited his vehicle, he was approached by one of the suspects who pointed a handgun at the victim and demanded the victim's watch. Once the suspect received the watch, he fled in a silver Chevrolet Malibu driven by the second suspect. Deputies found the suspects in the vehicle and arrested them. (22-05162)

A Los Angeles resident was arrested for a felony domestic violence incident in the 4700 block of Commons Way. The suspect assaulted her boyfriend during an argument. (22-05473)

A residential burglary was reported in the 23500 block of Park South Street. The unknown suspect(s) placed a ladder next to the first-floor backyard entrance which lead to the second-floor balcony. Once on the balcony, the balcony glass door was smashed to gain entry. Ransacked the master bedroom, closets, restroom and office area. An Air Force academy ring was stolen. (22-05159)

A "hot prowler" residential burglary occurred in the 23400 block of Palm Drive. The victims were inside their second-floor master bedroom when they heard their dogs barking and glass breaking. The suspect(s) unknown had smashed a window and partially opened a sliding glass door, but no entry was made. (22-05020)

A residential burglary was reported in the 3900 block of Peartree Place. Suspect(s) unknown climbed up to the second-floor balcony and smashed the master bedroom rear glass door to gain entry. Ransacked the bedrooms on the second floor and the closets. It was unknown what property was taken during the incident. (22-04938)

Three theft incidents occurred at the same store in the 23700 block of Calabasas Road this month. Two of the incidents were committed by the same suspects (a male and female) who entered the business, selected store items, placed items into bags and exited without paying. They stole approximately \$10,000 of various brands of fragrances. The third incident was committed by two females, and one was carrying a child. They entered the location, selected store items, and exited without paying for the items. It is believed one of the suspects hid the stolen property under her skirt due to the large bulge seen. Numerous cosmetics and fragrances were stolen. (22-05112, 05337, 05444)

III. TRAFFIC

See attached.

IV. AGENDIZED CAR

See attached

V. CRIME PREVENTION

See attached

VI. JUVENILE INTERVENTION TEAM

See attached.

VII. ARREST STATISTICS

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

	YEAR TO DATE 2022		CURRENT MONTH SEPTEMBER	
	ADULT	JUVENILE	ADULT	JUVENILE
Criminal Homicide	0	0	0	0
Forcible Rape	0	0	0	0
Robbery	4	0	2	0
Aggravated Assault	6	0	1	0
Burglary	1	0	0	0
Larceny Theft	9	4	2	0
Grand Theft Auto	1	0	0	0
Arson	1	0	0	0
Forgery	3	0	0	0
Fraud and NSF checks	6	0	0	0
Sex Offenses, Felonies	0	0	0	0
Sex Offenses, Misdemeanors	2	0	0	0
Non-Aggravated Assaults	13	1	0	0
Domestic Violence, Felony	1	0	0	0
Domestic Violence, Misd.	21	0	2	0
Weapon Laws	14	1	2	0
Offenses Against Family	1	0	0	0
Narcotics	37	0	12	0
Liquor Laws	0	0	0	0
Drunk/Alcohol/Drugs	8	0	1	0
Disorderly Conduct	1	0	0	0
Vagrancy	0	0	0	0
Gambling	0	0	0	0
Drunk Driving Vehicle/Boat	19	0	2	0
Vehicle/Boating Laws	41	0	2	0
Vandalism	3	3	0	0
Warrants	68	0	5	0
Receiving Stolen Property	2	0	0	0
Federal Offenses W/O Money	0	0	0	0
Federal Offenses With Money	0	0	0	0
Felonies, Miscellaneous	3	0	0	0
Misdemeanors, Miscellaneous	14	0	1	0
ARREST TOTALS	279	9	32	0

Sincerely,

ALEX VILLANUEVA, SHERIFF

Jennifer L. Seetoo, Captain
Malibu/Lost Hills Station



COLLISION SUMMARY*	This Month	Month Year Prior	Total YTD	Total Prior YTD	Change +/-
Total Collisions - Excluding Private Property	4	11	73	92	-19
Fatal Collisions	0	0	0	0	0
Injury Collisions	2	4	22	33	-11
Property Collisions	2	7	51	59	-8
Private Property Collisions	0	2	16	21	-5
DUI Collisions with Injuries	0	0	0	2	-2
DUI Collisions with Property Damage	0	0	2	3	-1
Total Pedestrian Collisions	0	0	0	0	0
Pedestrians Killed	0	0	0	0	0
Pedestrians Injured	0	0	0	0	0
Total Hit & Run Collisions	1	2	14	11	+3
Hit & Run Fatalities	0	0	0	0	0
Hit & Run Injuries	0	0	1	1	0
Hit & Run Property Only	1	2	13	10	+3
CITATION SUMMARY*	This Month	Month Year Prior	Total YTD	Total Prior YTD	Change +/-
Traffic Total	93	465	1363	2327	-964
Hazardous Violations	40	302	764	1455	-691
Non-Hazardous Violations	17	110	339	469	-130
Parking Violations	36	49	244	372	-128
DUI Arrests	0	4	16	31	-15

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

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

Traffic Analysis Report

10/12/2022 City of CALABASAS

Date Range Reported: 9/1/2022 to 9/30/2022

	This Period	Year-to-Date
Total Collisions	4	124
Total Collisions Involving Fatality	0	0
Total Collisions Involving Injury	2	40
Total Collisions Involving Property Damage	2	84
Total Fatalities	0	0
Total Injuries	3	54
Total DUI Collisions	0	7
DUI Collisions Involving Fatality	0	0
DUI Collisions Involving Injury	0	2
DUI Collisions Involving Property Damage	0	5
Total DUI Fatalities	0	0
Total DUI Injuries	0	3
DUI Arrests	0	16
Total Non-DUI Collisions	4	117
Non-DUI Collisions Involving Fatalities	0	0
Non-DUI Collisions Involving Injuries	2	38
Non-DUI Collisions Involving Property Damage	2	79
Total Non-DUI Fatalities	0	0
Total Non-DUI Injuries	3	51
Private Property Collisions	0	27
Total Bicycle Collisions	0	2
Total Pedestrian Collisions	0	2
Total Citations	127	1884
Hazardous Citations	116	1638
Non-Hazardous Citations	11	246
Seat Belt Citations	1	4
Child Restraint Citations	0	1
Traffic Enforcement Index	58.0	41.0
Traffic Collision Index	1.0	2.1
DUI Index	0	8.0
Safety Restraint Index	0.01	0.00
Most Frequent Primary Collision Factor	Unsafe Speed	Improper Turning
Most Frequently Cited Violation	22350: UNSAFE SPEED	22350: UNSAFE SPEED

Footnotes:

Traffic Enforcement Index
 Traffic Collision Index
 DUI Index
 Safety Restraint Index

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

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

City of CALABASAS

Date Range Reported: 9/1/2022 to 9/30/2022

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

Total No. of Citations: 57 Hazardous Cites: 40 Non-Hazardous Cites: 17

Collisions by Reporting Districts

<u>Reporting District</u>	<u>No.</u>	<u>Location</u>
2243	1	at Las Virgenes Rd and Mureau Rd
2245	1	Calabasas Rd
2246	1	at Park Entrada and Parkway Calabasas
2248	1	Park Sienna

Collision Occurred Most Frequently On:

<u>Street Name</u>	<u>Number of Collisions</u>
Las Virgenes Rd 1 at Mureau Rd	1
Parkway Calabasas 1 at Park Entrada	1

Primary Collision Factors:

<u>Violations</u>	<u>Description</u>	<u>Number of Collisions</u>
22350	Unsafe Speed	2
22107	Unsafe Turning Movement	1
20002(a)	Hit-Run Property Damage	1

Violations Most Frequently Cited:

<u>Violations</u>	<u>Description</u>	<u>Number of Citations</u>
22350	Unsafe Speed	14
38300	Off-Highway Vehicle, Disobey Signs	12
4000(a)(1)	Vehicle Registration Required	4

16028(a)	Proof Of Financial Liability-Traffic Accident	3
21461(a)	Obey Traffic Control Sign	3
22450(a)	Failure To Stop For Posted Stop Sign	3
12500(a)	Unlicensed Driver	2
14601.1(a)	Driving With Suspended License	2
21461A		2
21658(a)	Lane Straddling; Unsafe Lane Change	2
23123.5A		2
24250	No Headlight During Dark	2
26708(a)(2
.		1
21453A		1
21651A1		1
21658A		1
21703	Following Too Closely	1
22103	Violation U-Turn; Residence District	1
22450A		1
23123.5(a)	Texting While Driving	1
24252(a)	Maintain Required Lighting	1
24600e		1
27315(d)(1
4000A1		1
4464	Altered License Plates	1
5200(a)	License Plates, Two On A Vehicle Front/Rear	1

Collisions Involving Pedestrians: 0

Most Frequent Violations

Collisions Involving Bicyclists: 0

Most Frequent Violations

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

Monthly Traffic Collision Report

10/12/2022 City of CALABASAS

Date Range Reported: 9/1/2022 to 9/30/2022

Collisions

Total Non-Injury Collisions	2
Total Injury and Fatal Collisions	2
Total Collisions (Injury + Non-Injury)	4

DUI Collisions

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

Non-DUI Collisions

Number of Non-DUI Collisions with Fatalities	0
Number of Non-DUI Collisions with Injuries	2
Number of Non-DUI Collisions Involving Property Damage	2
Total Number of Non-DUI Collision Deaths	0
Total Number of Non-DUI Collision injuries	3

Vehicle/Pedestrian Collisions

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

Vehicle/Bicycle Collisions

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

Hit & Run Collisions

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

Traffic Citations

Total Number of Radar Citations Issued	45
Total Number of Bicycle Citations Issued	0
Total Number of Pedestrian Citations Issued	0
Total Number of Safety Belt Citations Issued	1
Total Number of Child Restraint Citations Issued	0
Total Number of Financial Responsibility Citations Issued	5
Total Number of Hazardous Citations Issued	116
Total Number of Non-Hazardous Citations Issued	11
Total Number of Citations Issued	127

Parking Citations

Total Number of Parking Citations Issued	0
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Miscellaneous

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

Enforcement Index

Enforcement Index	58.0
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**LOST HILLS JUVENILE INTERVENTION UNIT
ACTIVITY REPORT FOR SEPTEMBER 2022
CALABASAS**

A. SCHOOL ISSUES

Assisted LVUSD re TRO service. Assisted city of Calabasas schools re Safety Walkthroughs. Follow up meeting with Lana Felice re Teen Court for diversion. Assisted Lupin Hill Elementary re SCAR inquiry. Assisted Chaparral Elementary re special needs student walking off campus.

B. INTERVENTIONS

Followed up with parent re ongoing issue with defiant student.

C. COMMUNITY / CRIMINAL ISSUES

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

**MINUTES OF A REGULAR MEETING
OF THE CITY COUNCIL OF THE CITY OF CALABASAS, CALIFORNIA
HELD WEDNESDAY, OCTOBER 26, 2022**

Mayor pro Tem Shapiro called the Closed Session to order at 6:05 p.m. in the Council Conference Room, 100 Civic Center Way, Calabasas, CA.

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

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

Mayor pro Tem Shapiro called the Open Session to order at 7:07 p.m. in the Council Chambers, 100 Civic Center Way, Calabasas, CA.

ROLL CALL

Present: Mayor pro Tem Shapiro, Councilmembers Bozajian, Kraut and Weintraub
Absent: Mayor Maurer
Staff: Cohen, Green, Hernandez, Klein, McConville, Meik, Mendoza, Summers, Russo and Yalda

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Building Official Sparky Cohen.

APPROVAL OF AGENDA

Mayor pro Tem Shapiro stated that Item No.8 would be presented after Consent.

Councilmember Weintraub moved, seconded by Councilmember Kraut to approve the agenda with modifications. MOTION CARRIED 4/0 by Roll Call vote as follows:

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

CITY ATTORNEY REPORT ON CLOSED SESSION

Mr. Summers reported that the City Council met in Closed Session prior to this meeting. The City Council provided direction to staff and the City Attorney to initiate litigation on one case.

PRESENTATIONS

- Proclamation recognizing Hispanic Heritage Month

Mayor pro Tem Shapiro presented Proclamation to City Clerk Maricela Hernandez in honor of Hispanic Heritage Month.

- On fentanyl by LA County Sheriff's J-Team

Sergeant Bill Velek made a presentation to the City Council.

ANNOUNCEMENTS/INTRODUCTIONS

Members of the Council made the following announcements:

Mayor pro Tem Shapiro

- Expressed appreciation to staff and everyone involved for a wonderful Pumpkin Festival.
- Expressed his support and appreciation for those who have helped organize local marches for Women's Rights.
- Reinforced his disappointment regarding the racist comments made by the Los Angeles City Councilmembers as well as antisemitic remarks made by a local rapper.

Councilmember Bozajian

- Thanked staff and the community for a great Pumpkin Festival.
- Expressed appreciation to the City of Hidden Hills for inviting the City to participate in their annual Halloween Fiesta.
- Wished everyone a Happy Halloween.

Councilmember Kraut

- Echoed Mayor pro Tem Shapiro's sentiments and stated hate needs to be condemned on all levels.
- Extended an invitation to the Calabasas Chamber of Commerce Candidate Forum

- on October 27.
- Extended an invitation to the Audi Dealership grand opening on November 2.
- Shared he was unable to attend the Pumpkin Festival as he was away participating in a Metropolitan Water District’s tour of the California State Water Project.

Councilmember Weintraub

- Encouraged everyone to use their voice and vote on November 8.

ORAL COMMUNICATIONS – PUBLIC COMMENT

Bette Hall and Mark Levinson spoke during public comment.

CONSENT

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)

Councilmember Bozajian requested Item Nos. 3 and 5 be pulled from Consent.

After discussion Councilmember Bozajian moved, seconded by Councilmember Kraut to approve Consent Item Nos. 1-6. MOTION CARRIED 4/0 by Roll Call Vote as follows:

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

CONTINUED BUSINESS

8. Progress update on FY 22/23 Strategic Priorities

Michael McConville presented an update.

Roza Besser spoke during public comment.

After discussion the City Council received and filed the update.

The meeting recessed at 8:17 p.m.

The meeting reconvened at 8:25 p.m.

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

Mayor pro Tem Shapiro opened the public hearing.

Mr. Cohen and Mr. Klein presented the report.

Mayor pro Tem Shapiro closed the public hearing.

Councilmember Kraut moved, seconded by Mayor pro Tem Shapiro to approve the introduction of Ordinance No. 2022-400. MOTION CARRIED 4/0 by Roll Call Vote as follows:

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

ABSENT: Mayor Maurer

INFORMATIONAL REPORTS

9. Check Register for the period of October 1-14, 2022

No action taken on this item.

TASK FORCE REPORTS

Mayor pro Tem Shapiro reported his attendance to the VICA Business Forecast Conference.

CITY MANAGER'S REPORT

Mr. Meik expressed appreciation to the Calabasas Chamber of Commerce for hosting Spooky Fiesta. Additionally, he expressed appreciation to Los Angeles County Fire Department's Chief Smith and Chief Moore for a great webinar on Wildfire Preparedness. Moreover, Mr. Meik reported that the City will be conducting an earthquake drill followed by a table top exercise with department heads. Lastly, he reported that the AHCCC Board will be reviewing the roof repair bids at their next meeting.

FUTURE INFORMATION/AGENDA ITEMS

Councilmember Kraut requested the Development Code regarding Green Building and Leed be updated.

Councilmember Weintraub requested a discussion regarding illegal exhaust issues impacting the community.

Mayor pro Tem Shapiro seconded the requests of Councilmembers Kraut and Weintraub.

ADJOURN

The City Council adjourned at 8:53 p.m. to a regular meeting on Wednesday, November 9, 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: NOVEMBER 1, 2022

TO: HONORABLE MAYOR AND COUNCILMEMBERS

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

SUBJECT: ADOPTION OF RESOLUTION 2022-1826, AUTHORIZING CONTINUED REMOTE TELECONFERENCE MEETINGS OF THE CALABASAS CITY COMMISSIONS PURSUANT TO GOVERNMENT CODE SECTION 54953(e)

MEETING
DATE: NOVEMBER 9, 2022

SUMMARY RECOMMENDATION:

Staff recommends the City Council adopt Resolution No. 2022-1826, authorizing continued remote teleconference meetings of the Calabasas City Commissions pursuant to Government Code Section 54953(e).

REPORT:

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

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

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

The City Council adopted Resolution Nos. 2021-1751 on October 13, 2021; 2021-1760 on November 10, 2021; 2021-1763 on December 1, 2021; 2022-1768 on January 12, 2022; 2022-1773 on February 9, 2022; 2022-1774 on March 23, 2022; 2022-1779 on April 13, 2022; 2022-1788 on May 10, 2022; 2022-1787 on June 8, 2022; and 2022-1800 on June 22, 2022; 2022-1805 on August 10, 2022; 2022-1813 on September 14, 2022; and 2022-1818 on October 12, 2022, finding that the requisite conditions exist for the Calabasas City Commissions to conduct teleconference meetings under California Government Code Section 54953(e).

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

RECOMMENDATION:

That the City Council adopt Resolution No. 2022-1826, authorizing continued remote teleconference meetings of the Calabasas City Commissions pursuant to Government Code Section 54953(e).

ATTACHMENT:

Resolution No. 2022-1826

ITEM 2 ATTACHMENT
RESOLUTION NO. 2022-1826

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

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

1. The legislative body is holding the meeting for the purpose of determining whether, as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.
2. The legislative body has determined that, as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

WHEREAS, the Calabasas City Council previously adopted Resolution Nos. 2021-1751 on October 13, 2021; 2021-1760 on November 10, 2021; 2021-1763 on December 1, 2021; 2022-1768 on January 12, 2022; 2022-1773 on February 9, 2022; 2022-1779 on April 13, 2022, 2022-1788 on May 10, 2022, 2022-1787 on June 8, 2022, 2022-1800 on June 22, 2022, 2022-1805 on August 10, 2022; 2022-1813 on September 14, 2022; and 2022-0818 on October 12, 2022, finding that the requisite conditions exist for the Calabasas Commissions to conduct teleconference meetings under California Government Code Section 54953(e); and

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

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

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

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

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

1. The Calabasas City Council has reconsidered the circumstances of the state of emergency declared by the Governor pursuant to their authority under Government Code Section 8625; and
2. The state of emergency continues to directly impact the ability of members of the Calabasas City Commissions to meet safely in person.

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

PASSED AND ADOPTED by the City Council of the City of Calabasas, this 9th day of November 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 28, 2022

TO: HONORABLE MAYOR AND COUNCILMEMBERS

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

SUBJECT: RECOMMEDATION TO APPROVE A THREE-YEAR PROFESSIONAL SERVICES AGREEMENT WITH NEWBURY PARK TREE SERVICE, INC. FOR TREE SERVICE OF CITYWIDE STREET TREES, CITY PARKS, LLAD/LMD DISTRICTS 21, 22, 24, 27, & 32 AND FOR FIRE PREVENTION AND RESILIENCY PROJECTS ON AN AS NEEDED BASIS IN AN AMOUNT NOT TO EXCEED \$1,402,267.00

**MEETING NOVEMBER 9, 2022
DATE:**

SUMMARY RECOMMENDATION:

Recommedation to award a three year professional services agreement (PSA) to Newbury Park Tree Service, Inc. for tree service of Citywide Street Trees, City Parks, LLAD/LMD Districts 21, 22, 24, 27 & 32 and for Fire Prevention and Resiliency Projects on an as needed basis in an amount not to exceed \$1,402,267.00 plus Consumer Price Index (CPI) increases.

BACKGROUND:

Newbury Park Tree Service, Inc. has been the City's street tree, LMD & LLAD 22, 24, 27, & 32, and CBA tree maintenance service provider for several years. Because the current (3) three-year professional services agreement was expiring it was determined that a Request for Proposals (RFP) was needed. Since this was

occurring, it was also decided that it would be beneficial to add in Fire Prevention and Resiliency Project unit price list to address the removal of dead hazardous trees left from the Woolsey Wild Fire and other hazardous trees that pose an imminent threat to additional wildfires.

The new contract will be for three (3) years. Staff prepared the documents, project bid schedules, and work area maps.

DISCUSSION/ANALYSIS:

In general, the scope of work consists of, but not limited to, tree care services for City Parks, Public Street Rights-of-Way, Street Medians, & Parkways. There is also LLAD/LMD 21, 22, 24, 27, & 32 areas. This is to address requested/required services that include but are not limited to, tree installation, tree trimming, crown cleaning, tree removal, stump grinding, and treatment for trees with diseases or pest. Within the prepared documents, there is also a unit price list to provide services for unforeseen emergencies such as: wild fires, rain events, wind events and other emergencies that may occur.

The RFP also has a Fire Prevention and Resiliency Projects unit price sheet. These projects are to address and remove hazardous trees that currently pose an imminent wildfire threat to life and property. The funding for these projects will be based on grant monies awarded to the City.

On October 17th 2022, the Request for Proposal (RFP) was issued. Potential tree contractors were notified and provided documents who were on the City’s contact list. The RFP was also posted with the documents for any additional interested tree contractors. Within the RFP a mandatory information session was held. On Thursday, October 27th 2022, the City received four proposal packets. The Proposers were: Mariposa Tree Maintenance, Inc., Newbury Park Tree Service, Inc., West Coast Arborists, Inc., and BrightView Tree Care Services. The proposal summary is below:

<u>PROPOSER</u>	<u>PROPOSAL AMOUNT</u>
BrightView Tree Care	\$367,975.00
Mariposa Tree Maintenance, Inc.	\$412,355.00
Newbury Park Tree Service, Inc.	\$257,089.00
West Coast Arborists, Inc.	\$282,665.00

After reviewing all proposal documents, phone references, verifying licenses, and discussion, it was determined that Newbury Park Tree Service, Inc. would be the best qualified to provide service to The City of Calabasas.

Newbury Park Tree Service, Inc. has provided tree service for the City in the past as well as many of the Homeowners Associations. They have provided excellent work, safety record and response time to emergencies. The contractor has a productive relationship with both city staff and many members of the Calabasas community.

	Annual Cost	Total 3-Year Cost
Citywide Tree Maintenance	\$257,089.00	\$771,267.00
Estimated Tree Work LLAD/LMD HOA Zones	\$100,000.00	\$300,00.00
Estimated Fire Prevention & Resiliency Projects	\$131,000.00* * \$100,000 for FY23/24 and FY24/25	\$331,000.00
TOTAL PRICE	\$488,089.00	\$1,402,267.00

FISCAL IMPACT/SOURCE OF FUNDING:

Funding for tree maintenance services has been allocated within the City’s Operating Budget. The budgeted funding exists in Funds 10, 21, 22, 24, 27, and 32. The Fire Prevention and Resiliency Project (Grant Funded) exists in Fund 46.

REQUESTED ACTION:

Recommendation to award a three (3) year professional services agreement to Newbury Park Tree Service, Inc. for tree service of Citywide Street Trees, City Parks, LLAD and LMD Districts 21, 22, 24, 27, 32, and for Fire Prevention and Resiliency Projects, in an amount not to exceed \$1,402,267.00 plus Consumer Price Index (CPI) increases.

ATTACHMENTS:

Exhibit A – Award Letter

Exhibit B – Professional Services Agreement

ITEM 3 ATTACHMENT A



CITY of CALABASAS

Date: October 28th, 2022

To: Newbury Park Tree Service, Inc.
ATTN: Dean Lappinga, President
3595 Old Conejo Road
Newbury Park, CA 91320

Re: Notice of Award of Citywide Tree Maintenance in the City of Calabasas

Dear Mr. Lappinga:

This letter will serve you as your formal Notice of Award of Request for Proposal (RFP) for Citywide Tree Maintenance. We ask at this time please take the opportunity to review the specification.

We are requesting you to schedule a meeting with Ms. Heather Melton, Landscape District Maintenance Manager, to discuss the projected work and to address the Professional Services Agreement which is scheduled to go to City Council on November 9th 2022.

Results:

	MARIPOSA	WCA	NEWBURY PARK TREE	BRIGHTVIEW TREE CARE
Section A	\$144,400.00	\$85,810.00	\$87,432.00	\$129,840.00
Section B	\$150,350.00	\$91,760.00	\$90,162.00	\$136,390.00
Section C	\$10,475.00	\$13,360.00	\$5,990.00	\$10,501.00
Section D On/Off Ramps Parkway Calabasas	\$47,290.00	\$19,815.00	\$25,425.00	\$40,430.00
On/Off Ramps Las Virgenes Rd	\$2,640.00	\$675.00	\$645.00	\$2,040.00
On/Off Ramps Lost Hills Rd	\$8,850.00	\$37,945.00	\$9,735.00	\$7,434.00
Section F	\$48,350.00	\$33,300.00	\$37,700.00	\$41,340.00
TOTAL PRICE	\$412,355.00	\$282,665.00	\$257,089.00	\$367,975.00

Sincerely,

Robert Yalda
City of Calabasas
Public Works Director, P.E., T.E. / City Engineer

CC: Heather Melton, Landscape District Maintenance Manager
Anna Ford, Executive Assistant II to Public Works Director



CITY of CALABASAS

ITEM 3 ATTACHMENT B

PROFESSIONAL SERVICES AGREEMENT

CONTRACT SUMMARY

Name of Contractor:	Newbury Park Tree Service Inc.
City Department in charge of Contract:	Landscape Division – Public Works
Contact Person for City Department:	Heather Melton, Landscape District Maintenance Manager
Period of Performance for Contract:	April 1 st , 2023 – March 31 st , 2026
Not to Exceed Amount of Contract:	\$1,402,267.00 (One Million Four Hundred and Two Thousand, Two Hundred Sixty-Seven Dollars)
Scope of Work for Contract:	Citywide Tree Maintenance

Insurance Requirements for Contract:

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

If yes, please provide coverage amounts:

yes no - Is Auto insurance required in this contract?

If yes, please provide coverage amounts:

yes no - Is Professional insurance required in this contract?

If yes, please provide coverage amounts:

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

Other:

Proper documentation is required and must be attached.

Initials: (City) _____ (Contractor) _____

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

(City of Calabasas/ Newbury Park Tree Service, Inc.)

1. IDENTIFICATION

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

2. RECITALS

- 2.1 City has determined that it requires the following professional services from a consultant: **Citywide Street Trees, City Parks, CBA’s, LLAD/LMD Districts 21, 22, 24, 27 & 32 and for Fire Prevention and Resiliency Projects.**
- 2.2 Consultant represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.

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

3. DEFINITIONS

- 3.1 “Scope of Services”: Such professional services as are set forth in Consultant’s ***October 27th, 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 ***October 27th, 2022*** fee schedule to City attached hereto as Exhibit B and incorporated herein by this reference.
- 3.3 “Commencement Date”: April 1st, 2023.
- 3.4 “Expiration Date”: March 31st, 2026.

4. **TERM**

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

5. **CONSULTANT’S SERVICES**

- 5.1 Consultant shall perform the services identified in the Scope of Services. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement. In no event shall the total compensation and costs payable to Consultant under this Agreement exceed the sum of One Million Four Hundred and Two Thousand Two Hundred and Sixty-Seven Dollars (\$1,402,267.00) unless specifically approved in advance and in writing by City.
- 5.2 Consultant shall perform all work to the highest professional standards of Consultant’s profession and in a manner reasonably satisfactory to City. Consultant shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*).
- 5.3 During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement Date if both (i) such work would require Consultant to abstain from a decision under this Agreement pursuant to a conflict of interest statute and (ii) City has not consented in writing to Consultant’s performance of such work.
- 5.4 Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. **Dean A. Lappinga** shall be Consultant’s project administrator and shall have direct responsibility for management of Consultant’s performance under this Agreement. No change shall be made in Consultant’s project administrator without City’s prior written consent.
- 5.5 To the extent that the Scope of Services involves trenches deeper than 4’, Contractor shall promptly, and before the following conditions are disturbed,

notify the City, in writing, of any:

(1) Material that the contractor believes may be material that is hazardous waste, as defined in § 25117 of the Health and Safety Code, which is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.

(2) Subsurface or latent physical conditions at the site differing from those indicated by information about the site made available to bidders prior to the deadline for submitting bids.

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

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

6. COMPENSATION

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

- 6.4 This Agreement is further subject to the provisions of Article 1.7 (commencing at Section 20104.50) of Division 2, Part 3 of the Public Contract Code regarding prompt payment of contractors by local governments. Article 1.7 mandates certain procedures for the payment of undisputed and properly submitted payment requests within 30 days after receipt, for the review of payment requests, for notice to the contractor of improper payment requests, and provides for the payment of interest on progress payment requests which are not timely made in accordance with this Article. This Agreement hereby incorporates the provisions of Article 1.7 as though fully set forth herein.
- 6.5 To the extent applicable, at any time during the term of the Agreement, the Consultant may at its own expense, substitute securities equivalent to the amount withheld as retention (or the retained percentage) in accordance with Public Contract Code section 22300. At the request and expense of the consultant, securities equivalent to the amount withheld shall be deposited with the public agency, or with a state or federally chartered bank in this state as the escrow agent, who shall then pay those moneys to the Consultant. Upon satisfactory completion of the contract, the securities shall be returned to the Consultant.

7. OWNERSHIP OF WRITTEN PRODUCTS

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

8. RELATIONSHIP OF PARTIES

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

9. CONFIDENTIALITY

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

10. INDEMNIFICATION

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

subcontractors or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice.

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

11. INSURANCE

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

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

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

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

Contractor shall take out and maintain, during the life of this contract, Worker's Compensation Insurance for all of Contractor's employees employed at the site of improvement; and, if any work is sublet, Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees, unless such employees are covered by the protection afforded by Contractor. Contractor and any of Contractor's subcontractors shall be required to provide City with a written statement acknowledging its obligation to secure payment of Worker's Compensation Insurance as required by

Labor Code § 1861; to wit: 'I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.' If any class of employees engaged in work under this contract at the site of the Project is not protected under any Worker's Compensation law, Contractor shall provide and shall cause each subcontractor to provide adequate insurance for the protection of employees not otherwise protected. Contractor shall indemnify and hold harmless City for any damage resulting from failure of either Contractor or any subcontractor to take out or maintain such insurance.

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

canceled or reduced except on thirty days' prior written notice to City. Consultant agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions. If this contract provides service to a Homeowners Association, that Homeowners Association must be listed as an additional insured in addition to the City.

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

12. MUTUAL COOPERATION

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

13. RECORDS AND INSPECTIONS

Consultant shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of three years after the expiration or termination of this Agreement. City shall have the right to access and examine such records, without charge, during

normal business hours. City shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities with respect to this Agreement.

14. PERMITS AND APPROVALS

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

15. NOTICES

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

If to City:

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

If to Consultant:

Newbury Park Tree Service, Inc.
3595 Old Conejo Rd.
Newbury Park, CA 91320
Attn: Dean Lappinga
Telephone: (805)498-7841
Email: info@newburyparktree.com

With courtesy copy to:

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

16. SURVIVING COVENANTS

The parties agree that the covenants contained in Section 9, Section 10, Paragraph 12.2

and Section 13 of this Agreement shall survive the expiration or termination of this Agreement.

17. TERMINATION

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

18. GENERAL PROVISIONS

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

covenant or condition herein contained. No term, covenant or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in writing.

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

City and Consultant.

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

19. PREVAILING WAGES

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

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

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

compliance with Section 1777.5 by all of its subcontractors.

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

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

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

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

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Code for each worker employed in the execution of the work by Consultant or by any Subcontractor of Consultant, for each calendar day during which such worker is required or permitted to the work more than eight hours in one calendar day or more than 40 hours in any one calendar week in violation of the provisions of the Labor Code.

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

“City”
City of Calabasas

“Consultant”
Newbury Park Tree Service, Inc.

By: _____
Mary Sue Maurer, Mayor

By: _____
Dean A. Lappinga, President

Date: _____

Date: _____

By: _____
Kindon Meik, City Manager

Date: _____

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

Attest:

By: _____
*Maricela Hernandez, MMC, CPMC
City Clerk*

Date: _____

Approved as to form:

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

Date: _____

EXHIBIT A SCOPE OF WORK



CITY of CALABASAS

Date: October 28th, 2022

To: Newbury Park Tree Service, Inc.
ATTN: Dean Lappinga, President
3595 Old Conejo Road
Newbury Park, CA 91320

Re: Notice of Award of Citywide Tree Maintenance in the City of Calabasas

Dear Mr. Lappinga:

This letter will serve you as your formal Notice of Award of Request for Proposal (RFP) for Citywide Tree Maintenance. We ask at this time please take the opportunity to review the specification.

We are requesting you to schedule a meeting with Ms. Heather Melton, Landscape District Maintenance Manager, to discuss the projected work and to address the Professional Services Agreement which is scheduled to go to City Council on November 9th 2022.

Results:

	MARIPOSA	WCA	NEWBURY PARK TREE	BRIGHTVIEW TREE CARE
Section A	\$144,400.00	\$85,810.00	\$87,432.00	\$129,840.00
Section B	\$150,350.00	\$91,760.00	\$90,162.00	\$136,390.00
Section C	\$10,475.00	\$13,360.00	\$5,990.00	\$10,501.00
Section D				
On/Off Ramps Parkway Calabasas	\$47,290.00	\$19,815.00	\$25,425.00	\$40,430.00
On/Off Ramps Las Virgenes Rd	\$2,640.00	\$675.00	\$645.00	\$2,040.00
On/Off Ramps Lost Hills Rd	\$8,850.00	\$37,945.00	\$9,735.00	\$7,434.00
Section F	\$48,350.00	\$33,300.00	\$37,700.00	\$41,340.00
TOTAL PRICE	\$412,355.00	\$282,665.00	\$257,089.00	\$367,975.00

Sincerely,

Robert Yalda
City of Calabasas
Public Works Director, P.E., T.E. / City Engineer

CC: Heather Melton, Landscape District Maintenance Manager
Anna Ford, Executive Assistant II to Public Works Director

EXHIBIT B APPROVED FEE SCHEDULE

EXHIBIT B FEE SCHEDULE

The Contractor shall be responsible for calculating and providing unit prices for the schedule. The proposal schedule shall include all costs for services, labor, materials, equipment, and installation associated in completing the work in place per work requests and regularly scheduled maintenance.

The City reserves the right to increase or decrease the quantity of any item and/or annual frequency and/or omit items as may be deemed necessary due to budget limitations or constraints, and the same shall in no way affect or make void the contract,

A separate schedule of work and prices is included because the City reserves the right to award this work to either one or more contractors. A Proposer may submit a proposal for all, one or any combination of schedules.

*** The specific unit prices shall govern if there is a mathematical discrepancy in the figures. ***

SECTION A: COMPLETE TREE PRUNING (Throughways commercial street areas, non-gated residential areas)					
ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	ANNUAL AMOUNT
1.	0" – 6" DBH	per tree	264	\$ 64. ⁰⁰	\$ 16,896. ⁰⁰
2.	7" – 12" DBH	per tree	206	\$ 115. ⁰⁰	\$ 23,690. ⁰⁰
3.	13" – 18" DBH	per tree	124	\$ 167. ⁰⁰	\$ 20,708. ⁰⁰
4.	19" – 24" DBH	per tree	73	\$ 245. ⁰⁰	\$ 17,885. ⁰⁰
5.	25" – 30" DBH	per tree	10	\$ 387. ⁰⁰	\$ 3,870. ⁰⁰
6.	OVER 30" DBH	per tree	9	\$ 487. ⁰⁰	\$ 4,383. ⁰⁰
SECTION A: SUBTOTAL			686		\$ 87,432. ⁰⁰
SECTION B: PALM TREE TRIMMING					
ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	ANNUAL AMOUNT
7.	Phoenix Canariensis	per tree	14	\$ 195. ⁰⁰	\$ 2,730. ⁰⁰
SECTION B: SUBTOTAL			14		\$ 2,730. ⁰⁰
TOTAL AMOUNT OF PROPOSED SCHEDULE IN FIGURES (SECTION A + B)					\$ 90,162. ⁰⁰
TOTAL AMOUNT PROPOSED SCHEDULE IN WORDS <u>Ninety Thousand One</u>					
<u>Hundred Sixty Two dollars and NO cents.</u>					

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 City of Calabasas//**Newbury Park Tree Service, Inc.**

SECTION C: CIVIC CENTER SITE: CITY HALL, SENIOR CENTER, CITY LIBRARY					
ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	ANNUAL AMOUNT
1.	Fraxinus angustifolia Raywood Ash	per tree	7	95.00	665.00
2.	Cupressus sempervirens Italian Cypress	per tree	7	70.00	490.00
3.	Plantanus racemosa California Sycamore	per tree	4	195.00	780.00
4.	Olea europaea 'Swan Hill' Olive 'Swan Hill'	per tree	17	75.00	1,275.00
5.	Lagerstroemia Crape Myrtle	per tree	19	70.00	1,330.00
6.	Ulmus parvifolia Chinese Elm	per tree	10	145.00	1,450.00
CITY HALL TOTAL					\$ 5,990.00
TOTAL AMOUNT OF PROPOSED SCHEDULE IN FIGURES					\$ 5,990.00
TOTAL AMOUNT OF PROPOSED SCHEDULE IN WORDS:					
<i>Five Thousand Nine Hundred Ninety dollars and no cents</i>					

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 City of Calabasas//Newbury Park Tree Service, Inc.

SECTION D: FREEWAY ON/OFF RAMPS: PARKWAY CALABASAS (Annual Trimming)					
ITEM NO.	PARKWAY CALABASAS DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	ANNUAL AMOUNT
1.	Palm Trees	per tree	51	185.00	9,435.00
2.	Plantanus racemosa California Sycamore	per tree	26	345.00	8,970.00
3.	Schinus molle California Pepper Tree	per tree	35	195.00	6,825.00
4.	Quercus agrifolia Coast Live Oak	per tree	1	195.00	195.00
PARKWAY CALABASAS TOTAL					\$ 25,425.00
TOTAL AMOUNT OF SCHEDULE IN FIGURES					\$ 25,425.00
TOTAL AMOUNT OF SCHEDULE IN WORDS: <i>Twenty Five Thousand Four</i>					
<i>Hundred Twenty Five dollars and no cents</i>					
FREEWAY ON/OFF RAMPS: LAS VIRGENES RD. (Every 5 Years)					
ITEM NO.	LAS VIRGENES RD. DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	ANNUAL AMOUNT
1.	Quercus agrifolia Coast Live Oak	per tree	3	215.00	645.00
PARKWAY CALABASAS TOTAL					\$ 645.00
TOTAL AMOUNT OF PROPOSED SCHEDULE IN FIGURES					\$ 645.00
TOTAL AMOUNT OF PROPOSED SCHEDULE IN WORDS: <i>Six Hundred Forty</i>					
<i>Five dollars and no cents</i>					

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FREEWAYS ON/OFF RAMP: LOST HILLS RD. (1/2 The Number of Trees Every 3 years)					
ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	ANNUAL AMOUNT
1.	Cercis Occidentalis Western Redbud	per tree	14	55.00	770.00
2.	Lagerstroemia Indica 'Muskogee' Crape Myrtle	per tree	33	55.00	1,815.00
3.	Lyonothamnus Floribundus Catalina Ironwood	per tree	12	55.00	660.00
4.	Platanus Acerifolia London Plane Tree	per tree	10	55.00	550.00
5.	Platanus Acerifolia California Sycamore	per tree	52	55.00	2,860.00
6.	Quercus Agrifolia Coast Live Oak	per tree	56	55.00	3,080.00
CITY HALL TOTAL					\$9,735.00
TOTAL AMOUNT OF PROPOSED SCHEDULE IN FIGURES					\$9,735.00
TOTAL AMOUNT OF PROPOSED SCHEDULE IN WORDS: <i>Nine Thousand</i>					
<i>Seven Hundred Thirty Five dollars and no cents.</i>					

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SECTION F: PARKS: Bark, Creekside, De Anza, Freedom, Gates Canyon, Grape Arbor, Highland, MRT, & Wild Walnut					
ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	ANNUAL AMOUNT
1.	Plantanus racemosa California Sycamore	per tree	60	245.00	15,900.00
2.	Schinus molle California Pepper Tree	per tree	5	375.00	1,875.00
3.	Quercus agrifolia Coast Live Oak	per tree	16	245.00	3,920.00
4.	Schinus terebinthefolius Brazilian Pepper Tree	per tree	2	325.00	650.00
5.	Lagerstroemia Crape Myrtle	per tree	6	70.00	420.00
6.	Liquidambar Sweet Gum	per tree	3	95.00	285.00
7.	Arbutus unedo Strawberry Tree	per tree	1	95.00	95.00
8.	Ulmus parvifolia Chinese Elm	per tree	6	475.00	2,850.00
9.	Salix lasiolepis Arroyo Willow	per tree	6	195.00	1,170.00
10.	Acacia	per tree	8	95.00	760.00
11.	Pistache	per tree	6	95.00	570.00
12.	Palms	per tree	10	195.00	1,950.00
13.	Eucalyptus	per tree	5	345.00	1,725.00
14.	Pine Tree Various Varieties	per tree	14	395.00	5,530.00
PARKS TOTAL					\$ 37,700.00
TOTAL AMOUNT OF PROPOSED SCHEDULE IN FIGURES					\$ 37,700.00
TOTAL AMOUNT OF PROPOSED SCHEDULE IN WORDS:				Thirty Seven Thousand	
				Seven Hundred dollars and no cents.	

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UNIT PRICE LIST
 THE FOLLOWING PRICES ARE HEREBY MADE A PART OF THIS AGREEMENT
Unit Prices for Additional Work

Item No.	Description (Items/products/materials not included in price @ cost plus 20%)		Unit Price	Unit
1.	Partial Tree Pruning	0" - 6"	@ \$ 79.00	EA
2.	Partial Tree Pruning	7" - 12"	@ \$ 110.00	EA
3.	Partial Tree Pruning	13" - 18"	@ \$ 145.00	EA
4.	Partial Tree Pruning	19" - 24"	@ \$ 195.00	EA
5.	Partial Tree Pruning	25" - 30"	@ \$ 245.00	EA
6.	Partial Tree Pruning	Over 30"	@ \$ 295.00	EA
7.	Tree Root Pruning (assume 10 LF) and tree stability testing, without root barrier installation		@ \$ 55.00	LF
8.	Complete tree & stump removal, including stump grinding:	Per inch	@ \$ 85.00	EA
9.	Stump Grinding Only (Removal)	Per inch	@ 25.00	
10.	Root Barrier, LB 12-2 Deep Root Corp. or equivalent, installed (per 2' panel section)		@ \$ 55.00	EA
11.	Root Barrier, UB 24 Deep Root Corp. or equivalent, installed (per 2' panel section)		@ \$ 65.00	EA
12.	Bio Barrier, 19" Root Barrier, installed (per 2' panel section)		@ \$ 75.00	EA
13.	Install 15-gal. tree in place (stakes incl.)		@ \$ 185.00	EA
14.	Install 24-gal. tree in place (stakes incl.)		@ \$ 415.00	EA
15.	Install 36" box tree in place (stakes, incl.)		@ \$ 925.00	EA
16.	Install 48" box tree in place (stakes, incl.)		@ \$ 1,825.00	EA
17.	Provide and install lodge pole stake Eight (10) feet long by (three (3) inches in diameter		@ \$ 115.00	EA
18.	Provide and install lodge pole stake Eight (8) feet long by (two (2) inches in diameter		@ \$ 85.00	EA
19.	Tree tie (Guy)		@ \$ 102.00	EA
20.	Tree Pest Control, trunk injections, per manufacturer label and per State regulations and by a licensed applicator		@ \$ 85.00	EA
21.	Tree Pest Control, soil injections, per manufacturer label and per State regulations and by a licensed applicator		@ \$ 195.00	EA
22.	Tree Fertilization per I.S.A. Standards	0" - 6"	@ \$ 60.00	EA
23.	Tree Fertilization per I.S.A. Standards	7" - 12"	@ \$ 80.00	EA
24.	Tree Fertilization per I.S.A. Standards	13" - 18"	@ \$ 120.00	EA
25.	Tree Fertilization per I.S.A. Standards	19" - 24"	@ \$ 150.00	EA
26.	Tree Fertilization per I.S.A. Standards	25" - 30"	@ \$ 180.00	EA
27.	Tree Fertilization per I.S.A. Standards	Over 30"	@ \$ 200.00	EA
28.	Tree Watering (See Section 702-25, Tree Watering Maintenance)		@ \$ 45.00	EA

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Item No.	Description (Items/products/materials not included in price @ cost plus 20%)		Unit Price	Unit
29.	Backfill Loam/Top Soil	@	\$ 90.00	CY
30.	I.S.A. Tree Evaluation Report recommendations, color photos and digital pictures on CD (per each tree)	@	\$ 285.00	EA
31.	I.S.A. Certified Arborist	@	\$ 145.00	/Manhour
32.	I.S.A. Certified Utility Arborist	@	\$ 175.00	/Manhour
33.	I.S.A. Certified Maintenance Supervisor, Trees	@	\$ 115.00	/Manhour
34.	I.S.A. Certified Tree Trimmer	@	\$ 115.00	/Manhour
35.	Certified Tree Worker	@	\$ 115.00	/Manhour
36.	<u>Standby Fee per 8-Hour Shift, I.S.A. Certified as above for:</u> Maintenance Supervisor, Tree Trimmer, Certified Tree Worker, Pick-up, Aerial Truck, Chipper, Truck, and Standard Power and Hand Equipment	@	\$ 345.00	/Manhour
37.	<u>After-hours work</u> (2-hour minimum), starting from Calabasas City Hall: 3-staff, aerial unit, tree truck, chipper (per hour): Monday through Friday	@	\$ 445.00	/Manhour
38.	<u>After-hours work</u> (2-hour minimum), starting from Calabasas City Hall: 3-staff, aerial unit, tree truck, chipper (per hour): Saturday, Sunday, and Holidays	@	\$ 575.00	/Manhour
39.	Weed Abatement/Fuel Reduction of Grasses 1-36" tall: Knock down weeds and remove grass debris	1000sf No slope	\$ 130.00	
40.	Weed Abatement/Fuel Reduction of Grasses 1-36" tall: Knock down weeds and remove grass debris	1000sf 1:3 slope	\$ 150.00	
41.	Weed Abatement/Fuel Reduction of Grasses 1-36" tall: Knock down weeds and remove grass debris	1000sf 1:2 slope	\$ 170.00	
43.	Weed Abatement/Fuel Reduction of Grasses 1-36" tall: Knock down weeds and remove grass debris	1000sf 1:3 slope	\$ 150.00	

Professional Services Agreement
 Providing for Payment of Prevailing Wages
 City of Calabasas//Newbury Park Tree Service, Inc.

EXHIBIT C

The City of Calabasas was impacted by the Woolsey fire in 2018. To date, multiple dead trees are present on several private and public properties, creating a safety and property hazard throughout the City. Using an ISA certified arborist, the goal under Exhibit C is to identify these trees and prioritize their removal. The arborist will look for trees that present a hazard to life and property and that could be a fuel load to potential future fires. Due to the terrain and location of dead trees, crews will be required to hike in and use special equipment for removal.

SECTION C: FIRE DAMAGE AND HAZARDOUS TREE REMOVALS IDENTIFIED BY CERTIFIED ISA ARBORIST		
DESCRIPTION (hazardous tree removal)	UNIT	UNIT PRICE
0" – 6" DBH	per tree	\$ 225. ⁰⁰
7" – 12" DBH	per tree	\$ 495. ⁰⁰
13" – 18" DBH	per tree	\$ 1,095. ⁰⁰
19" – 24" DBH	per tree	\$ 1,995. ⁰⁰
25" – 30" DBH	per tree	\$ 3,450. ⁰⁰
OVER 30" DBH	per tree	\$ 6,925. ⁰⁰

NON-COLLUSION AFFIDAVIT

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

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

Signature of Bidder

Business Address

Place of Residence

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

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

My Commission Expires _____, 20__.

WORKERS' COMPENSATION INSURANCE
CERTIFICATE

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

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

DATE: _____

(Contractor)

By:

(Signature)

(Title)

Attest:

By:

(Signature)

(Title)

Professional Services Agreement
 Providing for Payment of Prevailing Wages
 City of Calabasas//Newbury Park Tree Service, Inc.



NEWBPAR-02

DCHEN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/27/2022

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

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

PRODUCER License # 0757776 HUB International Insurance Services Inc, PO Box 3310 Santa Barbara, CA 93130-3310		CONTACT NAME: Iris Garcia-Cuellar PHONE (A/C, No, Ext): (805) 618-3704 FAX (A/C, No): (805) 832-6581 E-MAIL ADDRESS: CAL-CC-CertReqs@hubinternational.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Hartford Casualty Insurance Company	29424
		INSURER B: Trumbull Insurance Company	27120
		INSURER C: Benchmark Insurance Company	41394
		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	ADOL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER \$6,000,000 CAP	X		72UUNOL4706	5/1/2022	5/1/2023	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS • COMPROP AGG	\$ 2,000,000
							EBL	\$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			72UENOL4707	5/1/2022	5/1/2023	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			72HHUOL4708	5/1/2022	5/1/2023	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$ 5,000,000
								\$
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	CST5023795	7/1/2022	7/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
							EL, EACH ACCIDENT	\$ 1,000,000
							EL, DISEASE • EA EMPLOYEE	\$ 1,000,000
							EL, DISEASE • POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Workers Comp. - Excluded Officer: Dean Lappinga

RE: Public Street Tree, City Parks, LLAD & LMD Districts 22, 24, 27, 32, & CBA Tree Maintenance Services.

 The City of Calabasas and its officers, employees, agents and volunteers are included as Additional Insureds under the General Liability policy, additional insured coverage applies when required by written contract per the attached form #HG 00 01 09 16.

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

Policy Number: 72UUNOL4706



COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the stock insurance company member of The Hartford providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II – Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V – Definitions.

SECTION I – COVERAGES

COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A and B.

b. This insurance applies to "bodily injury" and "property damage" only if:

- (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
- (2) The "bodily injury" or "property damage" occurs during the policy period; and
- (3) Prior to the policy period, no insured listed under Paragraph 1. of Section II – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

c. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
- (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
- (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

d. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

e. Incidental Medical Malpractice And Good Samaritan Coverage

"Bodily injury" arising out of the rendering of or failure to render the following health care services by any "employee" or "volunteer worker" shall be deemed to be caused by an "occurrence" for:

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City of Calabasas//Newbury Park Tree Service, Inc.

- (1) Professional health care services such as:
 - (a) Medical, surgical, dental, laboratory, x-ray or nursing services or treatment, advice or instruction, or the related furnishing of food or beverages;
 - (b) Any health or therapeutic service, treatment, advice or instruction; or
 - (c) The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances; or
- (2) First aid services, which include:
 - (a) Cardiopulmonary resuscitation, whether performed manually or with a defibrillator; or
 - (b) Services performed as a Good Samaritan.

For the purpose of determining the limits of insurance, any act or omission together with all related acts or omissions in the furnishing of these services to any one person will be considered one "occurrence".

However, this [Incidental Medical Malpractice And Good Samaritan Coverage provision applies only if you are not engaged in the business or occupation of providing any of the services described in this provision.

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:

- (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
- (b) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in:

- (a) The supervision, hiring, employment, training or monitoring of others by that insured; or
- (b) Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol;

if the "occurrence" which caused the "bodily injury" or "property damage", involved that which is described in Paragraph (1), (2) or (3) above.

However, this exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:

Professional Services Agreement
Providing for Payment of Prevailing Wages
City of Calabasas//Newbury Park Tree Service, Inc.

- (a) Employment by the insured; or
- (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

- (1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- (a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:

- (i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;

- (ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or

- (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";

- (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for

the handling, storage, disposal, processing or treatment of waste;

- (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:

- (i) Any insured; or

- (ii) Any person or organization for whom you may be legally responsible;

- (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:

- (i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;

- (ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or

- (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or

- (e) At or from any premises, site or location on which any insured or any contractors or subcontractors working

directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

- (2) Any loss, cost or expense arising out of any:
- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
 - (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority,

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
 - (a) Less than 51 feet long; and
 - (b) Not being used to carry persons for a charge;
- (3) Parking an "auto" on, or on the ways next

to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;

- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;
- (5) "Bodily injury" or "property damage" arising out of:
 - (a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or
 - (b) The operation of any of the machinery or equipment listed in Paragraph f.(2) or f.(3) of the definition of "mobile equipment"; or
- (6) An aircraft that is not owned by any insured and is hired, chartered or loaned with a paid crew. However, this exception does not apply if the insured has any other insurance for such "bodily injury" or "property damage", whether the other insurance is primary, excess, contingent or on any other basis.

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
- (2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

i. War

"Bodily injury" or "property damage", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Damage To Property

"Property damage" to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of seven or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III – Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3) and (4) of this exclusion do not apply to "property damage" arising from the use of elevators.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraphs (3) and (4) of this exclusion do not apply to "property damage" to borrowed equipment while not being used to perform operations at the job site.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

k. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

l. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

m. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

n. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

o. Personal And Advertising Injury

"Bodily injury" arising out of "personal and advertising injury".

p. Access or Disclosure Of Confidential Or Personal Information And Data-related Liability

Damages arising out of:

- (1) Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or
- (2) The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses,

public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraph (1) or (2) above.

However, unless Paragraph (1) above applies, this exclusion does not apply to damages because of "bodily injury".

As used in this exclusion, electronic data means information, facts or programs stored as on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

q. Employment-Related Practices

"Bodily injury" to:

- (1) A person arising out of any "employment-related practices"; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any "employment-related practices" are directed.

This exclusion applies:

- (1) Whether the injury-causing event described in the definition of "employment-related practices" occurs before employment, during employment or after employment of that person;
- (2) Whether the insured may be liable as an employer or in any other capacity; and
- (3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

r. Asbestos

- (1) "Bodily injury" or "property damage" arising out of the "asbestos hazard".
- (2) Any damages, judgments, settlements, loss, costs or expenses that:
 - (a) May be awarded or incurred by reason of any claim or suit alleging actual or threatened injury or damage of any nature or kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard";
 - (b) Arise out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or

assess the effects of an "asbestos hazard"; or

- (c) Arise out of any claim or suit for damages because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".

s. Recording And Distribution Of Material Or Information In Violation Of Law

"Bodily injury" or "property damage" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or
- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

Damage To Premises Rented To You – Exception For Damage By Fire, Lightning Or Explosion

Exclusions c. through h. and j. through n. do not apply to damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section III – Limits Of Insurance.

COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our

discretion, investigate any offense and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A and B.

- b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

2. Exclusions

This insurance does not apply to:

a. Knowing Violation Of Rights Of Another

"Personal and advertising injury" arising out of an offense committed by, at the direction or with the consent or acquiescence of the insured with the expectation of inflicting "personal and advertising injury".

b. Material Published With Knowledge Of Falsity

"Personal and advertising injury" arising out of oral, written or electronic publication, in any manner, of material, if done by or at the direction of the insured with knowledge of its falsity.

c. Material Published Prior To Policy Period

"Personal and advertising injury" arising out of oral, written or electronic publication, in any manner, of material whose first publication took place before the beginning of the policy period.

d. Criminal Acts

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

f. Breach Of Contract

"Personal and advertising injury" arising out of a breach of contract, except an implied contract to

use another's "advertising idea" in your "advertisement".

g. Quality Or Performance Of Goods – Failure To Conform To Statements

"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

h. Wrong Description Of Prices

"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services.

i. Infringement Of Intellectual Property Rights

(1) "Personal and advertising injury" arising out of any actual or alleged infringement or violation of any intellectual property rights such as copyright, patent, trademark, trade name, trade secret, trade dress, service mark or other designation of origin or authenticity; or

(2) Any injury or damage alleged in any claim or "suit" that also alleges an infringement or violation of any intellectual property right, whether such allegation of infringement or violation is made by you or by any other party involved in the claim or "suit", regardless of whether this insurance would otherwise apply.

However, this exclusion does not apply if the only allegation in the claim or "suit" involving any intellectual property right is limited to:

(1) Infringement, in your "advertisement", of:

- (a) Copyright;
- (b) Slogan; or
- (c) Title of any literary or artistic work; or

(2) Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement".

j. Insureds In Media And Internet Type Businesses

"Personal and advertising injury" committed by an insured whose business is:

- (1) Advertising, broadcasting, publishing or telecasting;
- (2) Designing or determining content of web sites for others; or
- (3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs a., b. and c. of the definition of "personal and advertising injury" under the Definitions Section.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

k. Electronic Chatrooms Or Bulletin Boards

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.

l. Unauthorized Use Of Another's Name Or Product

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatags, or any other similar tactics to mislead another's potential customers.

m. Pollution

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

n. Pollution-Related

Any loss, cost or expense arising out of any:

- (1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

o. War

"Personal and advertising injury", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

p. Internet Advertisements And Content Of Others

"Personal and advertising injury" arising out of:

- (1) An "advertisement" for others on your web site;
- (2) Placing a link to a web site of others on your web site;
- (3) Content, including information, sounds, text, graphics, or images from a web site of others displayed within a frame or border on your web site; or
- (4) Computer code, software or programming used to enable:
 - (a) Your web site; or
 - (b) The presentation or functionality of an "advertisement" or other content on your web site.

q. Right Of Privacy Created By Statute

"Personal and advertising injury" arising out of the violation of a person's right of privacy created by any state or federal act,

However, this exclusion does not apply to liability for damages that the insured would have in the absence of such state or federal act.

r. Violation Of Anti-Trust law

"Personal and advertising injury" arising out of a violation of any anti-trust law.

s. Securities

"Personal and advertising injury" arising out of the fluctuation in price or value of any stocks, bonds or other securities,

t. Recording And Distribution Of Material Or Information In Violation Of Law

"Personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or
- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

u. Employment-Related Practices

"Personal and advertising injury" to:

- (1) A person arising out of any "employment-related practices"; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "personal and advertising injury" to that person at whom any "employment-related practices" are directed.

This exclusion applies:

- (1) Whether the injury-causing event described in the definition of "employment-related practices" occurs before employment, during employment or after employment of that person;
- (2) Whether the insured may be liable as an employer or in any other capacity; and
- (3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

v. Asbestos

- (1) "Personal and advertising injury" arising out of the "asbestos hazard";
- (2) Any damages, judgments, settlements, loss, costs or expenses that:
 - (a) May be awarded or incurred by reason of any claim or suit alleging actual or threatened injury or damage of any nature or kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard";
 - (b) Arise out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of an "asbestos hazard"; or
 - (c) Arise out of any claim or suit for damages because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".

w. Access Or Disclosure Of Confidential Or Personal Information

"Personal and advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health

information or any other type of nonpublic information.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of any access to or disclosure of any person's or organization's confidential or personal information.

COVERAGE C MEDICAL PAYMENTS

1. Insuring Agreement

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:
 - (1) On premises you own or rent;
 - (2) On ways next to premises you own or rent; or
 - (3) Because of your operations;provided that:
 - (1) The accident takes place in the "coverage territory" and during the policy period;
 - (2) The expenses are incurred and reported to us within three years of the date of the accident; and
 - (3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.
- b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:
 - (1) First aid administered at the time of an accident;
 - (2) Necessary medical, surgical, X-ray and dental services, including prosthetic devices; and
 - (3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

We will not pay expenses for "bodily injury":

- a. **Any Insured**
To any insured, except "volunteer workers".
- b. **Hired Person**
To a person hired to do work for or on behalf of any insured or a tenant of any insured.
- c. **Injury On Normally Occupied Premises**
To a person injured on that part of premises you own or rent that the person normally occupies.
- d. **Workers Compensation And Similar Laws**
To a person, whether or not an "employee" of

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Providing for Payment of Prevailing Wages
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any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.

f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

g. Coverage A Exclusions

Excluded under Coverage A.

SUPPLEMENTARY PAYMENTS – COVERAGES A AND B

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:
 - a. All expenses we incur.
 - b. Up to \$1,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
 - c. The cost of appeal bonds or bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
 - d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.
 - e. All court costs taxed against the insured in the "suit". However, such costs do not include attorneys' fees, attorneys' expenses, witness or expert fees, or any other expenses of a party taxed to the insured.
 - f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
 - g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.
These payments will not reduce the limits of insurance.
2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a

party to the "suit", we will defend that indemnitee if all of the following conditions are met:

- a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
- b. This insurance applies to such liability assumed by the insured;
- c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
- d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
- e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
- f. The indemnitee:
 - (1) Agrees in writing to:
 - (a) Cooperate with us in the investigation, settlement or defense of the "suit";
 - (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
 - (c) Notify any other insurer whose coverage is available to the indemnitee; and
 - (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
 - (2) Provides us with written authorization to:
 - (a) Obtain records and other information related to the "suit"; and
 - (b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph 2.b.(2) of Section I – Coverage A – Bodily Injury And Property Damage Liability, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

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Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

- a. We have used up the applicable limit of insurance in the payment of judgments or settlements; or
- b. The conditions set forth above, or the terms of the agreement described in Paragraph f. above, are no longer met.

SECTION II – WHO IS AN INSURED

1. If you are designated in the Declarations as:

- a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
- b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
- c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business, Your managers are insureds, but only with respect to their duties as your managers,
- d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
- e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

a. Employees And Volunteer Workers

Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

However, none of these "employees" or "volunteer workers" are insureds for:

- (1) "Bodily injury" or "personal and advertising injury":
 - (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited

liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

- (b) To the spouse, child, parent, brother or sister of that co-"employee" or that "volunteer worker" as a consequence of Paragraph (1)(a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1)(a) or (1)(b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

If you are not in the business of providing professional health care services:

- (a) Subparagraphs (1)(a), (1)(b) and (1)(c) above do not apply to any "employee" or "volunteer worker" providing first aid services; and
 - (b) Subparagraph (1)(d) above does not apply to any nurse, emergency medical technician or paramedic employed by you to provide such services.
- (2) "Property damage" to property:
- (a) Owned, occupied or used by,
 - (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by

you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Real Estate Manager

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. Temporary Custodians Of Your Property

Any person or organization having proper temporary custody of your property if you die, but only:

- (1) With respect to liability arising out of the maintenance or use of that property; and
- (2) Until your legal representative has been appointed.

d. Legal Representative If You Die

Your legal representative if you die, but only

with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

e. Unnamed Subsidiary

Any subsidiary, and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of the Coverage Part.

The insurance afforded herein for any subsidiary not named in this Coverage Part as a named insured does not apply to injury or damage with respect to which such insured is also a named insured under another policy or would be a named insured under such policy but for its termination or the exhaustion of its limits of insurance.

3. Newly Acquired Or Formed Organization

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
- b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

4. Nonowned Watercraft

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision,

5. Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The following person(s) or organization(s) are an additional insured when you have agreed, in a written contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement.

A person or organization is an additional insured under this provision only for that period of time required by the contract or agreement.

However, no such person or organization is an insured under this provision if such person or organization is included as an insured by an endorsement issued by us and made a part of this Coverage Part.

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

- (1) The insurance afforded the vendor is subject to the following additional exclusions:

This insurance does not apply to:

- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally

undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

- (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
 - (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
 - (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (i) The exceptions contained in Sub-paragraphs (d) or (f); or
 - (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
- (2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

b. Lessors Of Equipment

- (1) Any person(s) or organization(s) from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).
- (2) With respect to the insurance afforded to these additional insureds this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

c. Lessors Of Land Or Premises

Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you,

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

This insurance does not apply to:

- 1. Any "occurrence" which takes place after you cease to lease that land; or
- 2. Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

d. Architects, Engineers Or Surveyors

Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- (1) In connection with your premises; or
- (2) In the performance of your ongoing operations performed by you or on your behalf.

With respect to the insurance afforded these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

- 1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- 2. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional services by or for you.

e. Permits Issued By State Or Political Subdivisions

Any state or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

With respect to the insurance afforded these additional insureds, this insurance does not apply to:

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or

- (2) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. Any Other Party

Any other person or organization who is not an additional insured under Paragraphs **a.** through **e.** above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- (1) In the performance of your ongoing operations;
- (2) In connection with your premises owned by or rented to you; or
- (3) In connection with "your work" and included within the "products-completed operations hazard", but only if
 - (a) The written contract or agreement requires you to provide such coverage to such additional insured; and
 - (b) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

However:

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

With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- (2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others

by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional services by or for you.

The limits of insurance that apply to additional insureds is described in Section III – Limits Of Insurance.

How this insurance applies when other insurance is available to the additional insured is described in the Other Insurance Condition in Section IV – Commercial General Liability Conditions,

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III – LIMITS OF INSURANCE

1. The Most We Will Pay

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

2. General Aggregate Limit

The General Aggregate Limit is the most we will pay for the sum of:

- a. Medical expenses under Coverage C;
- b. Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
- c. Damages under Coverage B.

3. Products-Completed Operations Aggregate Limit

The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".

4. Personal And Advertising Injury Limit

Subject to 2. above, the Personal and Advertising Injury Limit is the most we will pay under Coverage B for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.

5. Each Occurrence Limit

Subject to 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:

- a. Damages under Coverage A; and

b. Medical expenses under Coverage C

because of all "bodily injury" and "property damage" arising out of any one "occurrence".

6. Damage To Premises Rented To You Limit

Subject to 5, above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

In the case of damage by fire, lightning or explosion, the Damage to Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

7. Medical Expense Limit

Subject to 5, above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person.

8. How Limits Apply To Additional Insureds

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

- a. The limits of insurance specified in the written contract or written agreement; or
- b. The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

a. Notice Of Occurrence Or Offense

You or any additional insured must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "occurrence" or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. Notice Of Claim

If a claim is made or "suit" is brought against any insured, you or any additional insured must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You or any additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. Assistance And Cooperation Of The Insured

You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

d. Obligations At The Insureds Own Cost

No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

e. Additional Insureds Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written

contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

f. Knowledge Of An Occurrence, Offense, Claim Or Suit

Paragraphs **a.** and **b.** apply to you or to any additional insured only when such "occurrence", offense, claim or "suit" is known to:

- (1) You or any additional insured that is an individual;
- (2) Any partner, if you or the additional insured is a partnership;
- (3) Any manager, if you or the additional insured is a limited liability company;
- (4) Any "executive officer" or insurance manager, if you or the additional insured is a corporation;
- (5) Any trustee, if you or the additional insured is a trust; or
- (6) Any elected or appointed official, if you or the additional insured is a political subdivision or public entity,

This duty applies separately to you and any additional insured.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

- a.** To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b.** To sue us on this Coverage Part unless all of its terms have been fully complied with,

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when **b.** below applies. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(1) Your Work

That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(2) Premises Rented To You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(3) Tenant Liability

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

(4) Aircraft, Auto Or Watercraft

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section I – Coverage A – Bodily Injury And Property Damage Liability;

(5) Property Damage To Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion j. of Section I - Coverage A - Bodily Injury And Property Damage Liability;

(6) When You Are Added As An Additional Insured To Other Insurance

Any other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

(7) When You Add Others As An Additional Insured To This Insurance

Any other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this coverage part,

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also

primary, we will share with all that other insurance by the method described in **c**, below,

(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement, or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance,

Paragraphs **(a)** and **(b)** do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part,

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers,

5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

a. When You Accept This Policy

By accepting this policy, you agree:

- (1) The statements in the Declarations are accurate and complete;
- (2) Those statements are based upon representations you made to us; and
- (3) We have issued this policy in reliance upon your representations.

b. Unintentional Failure To Disclose Hazards

If unintentionally you should fail to disclose all hazards relating to the conduct of your business that exist at the inception date of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure,

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

a. Transfer Of Rights Of Recovery

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to

impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage,

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

1. "Advertisement" means the widespread public dissemination of information or images that has the purpose of inducing the sale of goods, products or services through:

- a. (1) Radio;
- (2) Television;
- (3) Billboard;
- (4) Magazine;
- (5) Newspaper; or
- b. Any other publication that is given widespread public distribution.

However, "advertisement" does not include:

- a. The design, printed material, information or images contained in, on or upon the packaging or labeling of any goods or products; or
- b. An interactive conversation between or among persons through a computer network.

2. "Advertising idea" means any idea for an "advertisement",

3. "Asbestos hazard" means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.

4. "Auto" means:

- a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
- b. Any other land vehicle that is subject to a compulsory or financial responsibility law or

other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

5. "Bodily injury" means physical:

- a. Injury;
- b. Sickness; or
- c. Disease

sustained by a person and, if arising out of the above, mental anguish or death at any time.

6. "Coverage territory" means:

- a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
- b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in a. above; or
- c. All other parts of the world if the injury or damage arises out of:
 - (1) Goods or products made or sold by you in the territory described in a. above;
 - (2) The activities of a person whose home is in the territory described in a. above, but is away for a short time on your business; or
 - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication

provided the insured's responsibility to pay damages is determined in the United States of America (including its territories and possessions), Puerto Rico or Canada, in a "suit" on the merits according to the substantive law in such territory or in a settlement we agree to.

7. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

8. "Employment-Related Practices" means:

- a. Refusal to employ that person;
- b. Termination of that person's employment; or
- c. Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person.

9. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.

10. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.

11. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:

- a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
- b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work", or your fulfilling the terms of the contract or agreement,

12. "Insured contract" means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with permission of the owner is subject to the Damage to Premises Rented To You Limit described in Section III – Limits of Insurance;
- b. A sidetrack agreement;
- c. Any easement or license agreement, including an easement or license agreement in connection with construction or demolition operations on or within 50 feet of a railroad;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f, includes that part of any contract or agreement that indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing.

However, Paragraph f, does not include that part of any contract or agreement:

- (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

- (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

- (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

- (2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (1) above and supervisory, inspection, architectural or engineering activities.

13. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

14. "Loading or unloading" means the handling of property:

- a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";

- b. While it is in or on an aircraft, watercraft or "auto"; or

- c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

15. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;

- b. Vehicles maintained for use solely on or next to premises you own or rent;

- c. Vehicles that travel on crawler treads;

- d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:

- (1) Power cranes, shovels, loaders, diggers or drills; or

- (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;

- e. Vehicles not described in a., b., c, or d, above that are not self-propelled and are maintained

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primarily to provide mobility to permanently attached equipment of the following types:

- (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (2) Cherry pickers and similar devices used to raise or lower workers;
- f. Vehicles not described in a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo,

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

- (1) Equipment designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;
- (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos",

16. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions,

17. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

- a. False arrest, detention or imprisonment;
- b. Malicious prosecution;
- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person or organization occupies, committed by or on behalf of its owner, landlord or lessor;
- d. Oral, written or electronic publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;

e. Oral, written or electronic publication, in any manner, of material that violates a person's right of privacy;

f. Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement"; or

g. Infringement of copyright, slogan, or title of any literary or artistic work, in your "advertisement".

18. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

19. "Products-completed operations hazard":

a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

(1) Products that are still in your physical possession; or

(2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:

(a) When all of the work called for in your contract has been completed.

(b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.

(c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project,

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

b. Does not include "bodily injury" or "property damage" arising out of:

(1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;

(2) The existence of tools, uninstalled equipment or abandoned or unused materials; or

(3) Products or operations for which the classification, listed in the Declarations or in a policy Schedule, states that products-

completed operations are subject to the General Aggregate Limit.

20. "Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

As used in this definition, computerized or electronically stored data, programs or software are not tangible property. Electronic data means information, facts or programs:

- a. Stored as or on;
- b. Created or used on; or
- c. Transmitted to or from;

computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

21. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
- b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

22. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

23. "Volunteer worker" means a person who

- a. Is not your "employee";
- b. Donates his or her work;
- c. Acts at the direction of and within the scope of duties determined by you; and
- d. Is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

24. "Your product":

a. Means:

- (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (a) You;
 - (b) Others trading under your name; or
 - (c) A person or organization whose business or assets you have acquired; and
- (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
- (2) The providing of or failure to provide warnings or instructions.

c. Does not include vending machines or other property rented to or located for the use of others but not sold.

25. "Your work":

a. Means:

- (1) Work or operations performed by you or on your behalf; and
- (2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
- (2) The providing of or failure to provide warnings or instructions.



CITY of CALABASAS
CITY COUNCIL AGENDA REPORT

DATE: OCTOBER 31, 2022

TO: HONORABLE MAYOR AND COUNCILMEMBERS

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

SUBJECT: ADOPTION OF ORDINANCE NO. 2022-400 THE CALIFORNIA CODE OF REGULATIONS - TITLE 24, THE 2019 CALIFORNIA BUILDING STANDARDS CODE PARTS 1 THROUGH 12 WITH LOCAL AMENDMENTS THERETO AND THE INTERNATIONAL PROPERTY MAINTENANCE CODE.

MEETING DATE: NOVEMBER 9, 20122

SUMMARY RECOMMENDATION:

Staff recommends that City Council adopt Ordinance No. 2022-400, which proposes adoption of the 2022 California Building Standards Code (California Code of Regulations Title 24) with local amendments and the 2015 International Property Maintenance Code.

BACKGROUND:

On October 26, 2022, Council introduced Ordinance No. 2022-400, the 2022 California Building Standards Code (California Code of Regulations Title 24) and the 2015 International Property Maintenance Code.

DISCUSSION/ANALYSIS:

None.

AGENDA ITEM NO. 4

FISCAL IMPACT/SOURCE OF FUNDING:

None

REQUESTED ACTION:

Adopt Ordinance No. 2022-400 which proposes adoption of the 2022 California Building Standard Codes (California Code of Regulations, Title 24) Parts 1-12 with local amendments, as well as the 2015 International Property Maintenance Code.

ATTACHMENTS:

1. Ordinance 2022-400
2. Ordinance 2022-400 - Exhibit 1 – Findings of local conditions

WEB SITE LINK:

2015 International Property Maintenance Code

<https://codes.iccsafe.org/content/IPMC2015/effective-use-of-the-international-property-maintenance-code>

**ITEM 4 ATTACHMENT 1
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 9th day of November 2022.

Mary Sue Maurer, Mayor

ATTEST:

APPROVED AS TO FORM:

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

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

ITEM 4 ATTACHMENT 2
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 2022 Residential Code Administrative Provisions Adopted	B
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: NOVEMBER 1, 2022

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: KINDON MEIK, CITY MANAGER

BY: MARICELA HERNANDEZ, MMC, CPMC, CITY CLERK

SUBJECT: ADOPTION OF RESOLUTION 2022-1827, REAFFIRMING AND EXTENDING THE EXISTENCE OF A LOCAL STATE OF EMERGENCY DUE TO THE COVID-19 PANDEMIC

MEETING
DATE: NOVEMBER 9, 2022

SUMMARY RECOMMENDATION:

Staff recommends the City Council adopt Resolution No. 2022-1827, reaffirming and extending the existence of a Local State of Emergency due to the Novel Coronavirus COVID-19 Pandemic.

REPORT:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

On June 22, 2022, the City Council reaffirmed and extended the existence of a Local State of Emergency due to the Novel Coronavirus COVID-19 Pandemic.

On September 14, 2022, the City Council reaffirmed and extended the existence of a Local State of Emergency due to the Novel Coronavirus COVID-19 Pandemic.

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

RECOMMENDATION:

Staff, therefore, recommends that the City Council adopt Resolution 2022-1827, confirming the issuance of Executive Orders to protect public health and safety by the City Manager, acting as the Director of Emergency Services and deem that the local emergency continue to exist until Council has proclaimed its termination.

ATTACHMENT:

Resolution No. 2022-1827

**ITEM 5 ATTACHMENT
RESOLUTION NO. 2022-1827**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

WHEREAS, the City Council of the City of Calabasas ratified the proclamation of a local emergency on June 22, 2022, by adoption of Resolution No. 2022-1799; and

WHEREAS, the City Council of the City of Calabasas ratified the proclamation of a local emergency on September 14, 2022, by adoption of Resolution No. 2022-1814; and

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

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

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

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

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

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

PASSED, APPROVED AND ADOPTED this 9th day of November 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 31, 2022

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: ROBERT YALDA, P.E., T.E., PUBLIC WORKS DIRECTOR, CITY ENGINEER
ALEX FARASSATI, PH.D., ENVIRONMENTAL SERVICES SUPERVISOR

SUBJECT: ADOPTION OF RESOLUTION NO. 2022-1825 PROCLAIMING MARCH 18, 2023 AS "ARBOR DAY" IN THE CITY OF CALABASAS

MEETING
DATE: NOVEMBER 9, 2022

SUMMARY RECOMMENDATION:

That the City Council approve staff's recommended motion to proclaim March 18, 2023 as "Arbor Day" in the City of Calabasas.

DISCUSSION/ANALYSIS:

Once annually, the City must both adopt an Arbor Day proclamation and hold an Arbor Day event to renew the City's TREE CITY, USA status. This year is the 24th year that Calabasas is recognized as a Tree City USA. Attached is a resolution proclaiming Saturday, March 18, 2023 as Arbor Day.

In honor of Arbor Day, the City of Calabasas will be holding a tree-planting ceremony at Lupin Hill Elementary School. The event will include tree-planting by volunteers starting at 10:00 AM and the official tree-planting ceremony at 11:30AM.

FISCAL IMPACT/SOURCE OF FUNDING:

Estimated costs of approximately \$4,500 will be used from City's Special Events budget (Account No. 10-311-5252-06)

REQUESTED ACTION:

Move to approve City Council Resolution No. 2022-1825 proclaiming March 18, 2023 as Arbor Day.

ATTACHMENT:

Attachment A – Resolution No. 2022-1825

Item 6 Attachment A
RESOLUTION NO. 2022-1825

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CALABASAS, CALIFORNIA, PROCLAIMING MARCH 18, 2023, AS "ARBOR DAY" IN THE CITY OF CALABASAS

WHEREAS, in 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees; and

WHEREAS, the holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska; and

WHEREAS, Arbor Day is now observed throughout the nation and the world; and

WHEREAS, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce oxygen and provide habitat for wildlife; and

WHEREAS, trees are a renewable resource giving us paper, wood for our homes, fuel for our fire and countless other wood products; and

WHEREAS, trees in our City increase property values, enhance the economic vitality of business areas and beautify our community; and

WHEREAS, trees, wherever they are planted, are a source of joy and spiritual renewal.

NOW, THEREFORE, the City Council of the City of Calabasas does hereby proclaim March 18, 2023 as "***Arbor Day***" in the City of Calabasas. All residents are urged to celebrate Arbor Day and to support the efforts to protect our trees and woodlands.

BE IT FURTHER RESOLVED, that all residents are urged to plant trees to promote the well-being of this and future generations.

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

PASSED, APPROVED AND ADOPTED this 9th day of November 2023.

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 17, 2022

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: ROBERT YALDA, P.E., T.E., PUBLIC WORKS DIRECTOR
JOSE LUIS HERNANDEZ, PUBLIC WORKS SUPERINTENDENT

SUBJECT: RECOMMENDATION TO APPROVE AMENDMENT NO. 1 TO EXTEND
THE PROFESSIONAL SERVICES AGREEMENT WITH CLEANSTREET
FOR CITYWIDE STREET SWEEPING SERVICES FOR A ONE (1) YEAR
TERM IN AN AMOUNT NOT TO EXCEED FOUR HUNDRED FIFTY-SIX
THOUSAND FIVE HUNDRED FORTY DOLLARS (\$456,540.00)

MEETING
DATE: NOVEMBER 9, 2022

SUMMARY RECOMMENDATION:

Staff recommends City Council approve Amendment No. 1 extending the Citywide Street Sweeping contract with CleanStreet for a one (1) year term in an amount not to exceed four hundred fifty-six thousand five hundred forty dollars (\$456,540.00) and to fund, adjust/modify the budget accordingly.

BACKGROUND:

In 2019, a Citywide Street Sweeping contract was prepared and formally bid by City staff. Three bids were received for the project, two proposals were received with the low bidder being CleanStreet of Gardena, California. The City entered into an agreement with CleanStreet for citywide street sweeping services for a three (3) year term until 2022.

DISCUSSION/ANALYSIS:

For street sweeping services to continue the existing contract will need to be extended or a new Citywide Street Sweeping contract will have to be prepared with a request for proposal be formally bid by City staff. To date, the current service provider, CleanStreet, has provided the City with good service at a fair price. Staff has received communications from the Director of Business Services of CleanStreet requesting a one (1) year extension with the same scope of work/services at an adjustment rate of compensation by the previous twelve (12) month CPI (Cost Price Index) of 8.6%. Therefore, City staff recommends a one (1) year extension to the existing street sweeping contract. The scope of services will remain the same and is based on the original unit prices provided, with services included but not limited to the City Hall parking lot, areas being swept as outlined in the original scope of work, citywide sponsored special events and adjusted street sweeping schedule(s) as needed.

FISCAL IMPACT/SOURCE OF FUNDING:

Staff is recommending the City Council appropriate additional funding in the amount of twenty-six thousand six hundred forty dollars (\$26,640.00) into the general fund Street Sweeping account number 10-312-5252-20 for the City's 2023/2024 Fiscal Year Operating Budget, for street sweeping services and to adjust/modify the budget accordingly.

REQUESTED ACTION:

Staff recommends City Council approve Amendment No. 1 extending the Citywide Street Sweeping contract with CleanStreet for a one (1) year term in an amount not to exceed four hundred fifty-six thousand five hundred forty dollars (\$456,540.00) and to fund, adjust/modify the budget accordingly.

ATTACHMENTS:

- Attachment A - Correspondence from Clean Street
- Attachment B - Amendment No.1 to the Professional Service Agreement
- Attachment C - Original Professional Services Agreement

Item 7 Attachment A

From: Rick Anderson <randerson@sweepingcorp.com>
Sent: Thursday, October 6, 2022 3:25 PM
Cc: Rick Anderson
Subject: Extension

It was a pleasure speaking with you the other day. SCA/Cleanstreet is requesting a 1 year extension to the street sweeping contract with the City of Calabasas. In addition, we are requesting an adjustment to our rate of compensation by the prior 12 month CPI, which is 8.6%.

Please feel free to contact me if you have any questions or comments.

We appreciate your business and look forward to continuing our excellent working relationship for years to come.

Thank you,

Rick Anderson
Director of Business Development
Sweeping Corp. of America
1937 W 169th Street | Gardena, CA 90247
Office: 310.800.225.7316 x 108 | Direct: 310.740.1601
randerson@sweepingcorp.com
www.sweepingcorp.com



Item 7 Attachment B

AMENDMENT No 1 TO PROFESSIONAL SERVICES AGREEMENT

(City of Calabasas and CleanStreet)

This Amendment No. 1 (“Amendment”) to Professional Services Agreement (“Agreement”) is made on this 9th day of November, 2022 at Calabasas, California, by and between the City of Calabasas, a municipal corporation, 100 Civic Center Way, Calabasas, California 91302 (“City”) and CleanStreet, 1937 W. 169th Street, Gardena, California 90247 (“Contractor”).

This “Amendment” modifies the original Agreement between the “City” and the “Contractor” dated November 12, 2019 in the following fashion:

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

3.4 “Expiration Date”: November 12, 2023.

Section 4 of the Agreement is also amended to incorporate the new Expiration Date.
- D. City and Contractor desire to amend the Agreement by modifying Section 6 so that the total compensation and costs payable to Contractor under this Agreement is a not-to-exceed sum of Four Hundred Fifty-Six Thousand Five Hundred Forty Dollars (\$456,540.00).
- E. City and Contractor desire to amend the Agreement by modifying Section 5 – Consultant/Contractor’s Services to include those additional services as set forth in Contractor/Consultant’s [Month, Day, Year] proposal to City attached hereto as Exhibit [C-1] and incorporated herein by this reference.

Initials: (City) _____ (Contractor) _____

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

“City”
City of Calabasas

By: _____
Mary Sue Maurer, Mayor

Date: _____

By: _____
Kindon Meik, City Manager

Date: _____

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

Date: _____

Attest:

By: _____
Maricela Hernandez, MMC
City Clerk

Date: _____

Approved as to form:

By: _____
Matthew T. Summers, City Attorney

Date: _____

“Contractor”
CleanStreet

By: _____
Rick Anderson, Director of Business Development

Date: _____

By: _____

Date: _____

Item 7 Attachment C



CITY of CALABASAS

PROFESSIONAL SERVICES AGREEMENT
(CleanStreet)

CONTRACT SUMMARY

Name of Contractor:	CleanStreet
City Department in charge of Contract:	Public Works Department
Contact Person for City Department:	Jose Luis Hernandez
Period of Performance for Contract:	November 13, 2019 – November 12, 2022
Not to Exceed Amount of Contract:	Three Hundred Thirty Six Thousand Dollars (\$336k)
Scope of Work for Contract:	Citywide Street Sweeping Services

Insurance Requirements for Contract:

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

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

yes no - Is Auto insurance required in this contract?

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

yes no - Is Professional insurance required in this contract?

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

Worker's Compensation insurance as required by the laws of the State of California.

Other: N/A

Initials: (City) BE (Contractor) RA

PROFESSIONAL SERVICES AGREEMENT
(CleanStreet)

1. IDENTIFICATION

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

2. RECITALS

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

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

3. DEFINITIONS

- 3.1 “Scope of Services”: Such professional services as are set forth in Consultant’s October 24, 2019 proposal to City attached hereto as Exhibit A and incorporated herein by this reference.
- 3.2 “Approved Fee Schedule”: Such compensation rates as are set forth in Consultant’s October 24, 2019 fee schedule to City attached hereto as Exhibit B and incorporated herein by this reference.
- 3.3 “Commencement Date”: November 13, 2019.
- 3.4 “Expiration Date”: November 12, 2022.

4. TERM

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

Initials: (City) RE (Contractor) RA

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 Thirty Six Thousand Dollars (\$336,000) unless specifically approved in advance and in writing by City.
- 5.2 Consultant shall perform all work to the highest professional standards of Consultant's profession and in a manner reasonably satisfactory to City. Consultant shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*).
- 5.3 During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement Date if both (i) such work would require Consultant to abstain from a decision under this Agreement pursuant to a conflict of interest statute and (ii) City has not consented in writing to Consultant's performance of such work.
- 5.4 Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. Rick Anderson, Director of Business Development 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

Initials: (City)

AB

(Contractor)

RA

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.

Initials: (City) PEJ (Contractor) KA

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

Initials: (City)

FB

(Contractor)

RA

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

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

11. INSURANCE

- 11.1 During the term of this Agreement, Consultant shall carry, maintain, and keep in full force and effect insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with Consultant's performance of this Agreement. Such insurance shall be of the types and in the amounts as set forth below:
- 11.1.1 Comprehensive General Liability Insurance with coverage limits of not less than One Million Dollars (\$1,000,000) including products and operations hazard, contractual insurance, broad form property damage, independent consultants, personal injury, underground hazard, and explosion and collapse hazard where applicable.
- 11.1.2 Automobile Liability Insurance for vehicles used in connection with the performance of this Agreement with minimum limits of One Million Dollars (\$1,000,000) per claimant and One Million dollars (\$1,000,000) per incident.
- 11.1.3 Worker's Compensation insurance as required by the laws of the State of California.
- 11.2 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.

Initials: (City) PA (Contractor) RA

- 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.

Initials: (City) BT (Contractor) RA

12. MUTUAL COOPERATION

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

13. RECORDS AND INSPECTIONS

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

14. PERMITS AND APPROVALS

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

15. NOTICES

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

If to City

City of Calabasas
100 Civic Center Way
Calabasas, CA 91302
Attn: Jose Luis Hernandez
Telephone: (818) 224-1600
Facsimile: (818) 225-7338

If to Consultant:

CleanStreet
1937 W. 169th Street
Gardena, CA 90247
Attn: Rick Anderson
Telephone: (800) 225-7316x108
Facsimile: (310) 538-8015

Initials: (City) (Contractor) RA

With courtesy copy to:

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

16. SURVIVING COVENANTS

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

17. TERMINATION

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

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

18. GENERAL PROVISIONS

18.1 Consultant shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without City's prior written consent, and any attempt to do so shall be void and of no effect. City shall not be obligated or liable under this Agreement to any party other than Consultant.

18.2 In the performance of this Agreement, Consultant shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition.

Initials: (City) BEJ (Contractor) RA

- 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.

Initials: (City)



(Contractor)



- 18.8 This Agreement shall be governed and construed in accordance with the laws of the State of California.
- 18.9 All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between City and Consultant with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed by City and Consultant.
- 18.10 In consideration of this agreement, consultant (or artist(s), or performer(s) grants to city and its officers and employees, the right to film, through photography, video, or other media, the performance(s) contemplated under this agreement. The city is authorized to use of the performer(s) name(s) and/or Artist approved photographs. The city is also authorized, without limitation, to broadcast or re-broadcast the performance(s) on City CTV, through the city's website, news media, or through other forms of media (e.g. streaming).

Initials: (City) RSJ (Contractor) RA

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

"City"

City of Calabasas

By: 

David J. Shapiro, Mayor

Date: 12-3-19

By: 

Dr. Gary J. Lysik, City Manager

Date: 11/27/19

By: 

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

Date: 11/14/2019

Attest:

By: 

Maricela Hernandez, MMC, CPMC
City Clerk

Date: 12/9/19

Approved as to form:

By: 

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

Date: 11/21/19

"Consultant"

CleanStreet

By: 

Jere Costello, CEO/President

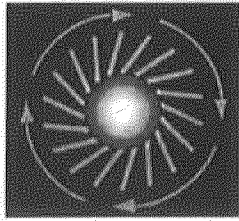
Date: _____

By: 

Rick Andersen, Dir. of Business Development

Date: 11-08-2019

**EXHIBIT A
SCOPE OF WORK**



CleanStreet
Cleaning Your Environment



STREET SWEEPING SERVICES

EXCLUSIVELY FOR

CITY OF CALABASAS

QUALIFICATION STATEMENT

OCTOBER 24, 2019

1937 W. 169th Street
Gardena, CA 90247
(800) 225-7316 x108

COPY

SCOPE OF SERVICES



CleanStreet will furnish all labor, equipment, materials, and supervision to perform street sweeping as described herein, including, but not limited to, the following:

Using a modern regenerative air street sweeper, thoroughly sweep each improved street in the City of Calabasas two times per month.

CleanStreet will sweep 79 curb miles of residential streets bi-weekly. This sweeping will take place on Mondays, Tuesdays, and Wednesdays of every week. 31 curb miles of arterials will be swept weekly, at times not to interfere with high traffic flow times or commercial establishments. The City hall and tennis club will be swept weekly.

CleanStreet will adopt the City's present schedule exactly. All sweeping activities shall be completed by 5 p.m., Monday through Friday.

All intersections and median noses will be swept and maintained in a debris-free state. Streets with raised medians (commercial and residential) shall have their curb perimeter swept, including turnouts. Streets with painted medians will be swept in their entirety.

CleanStreet will sweep all parking lots, according to the cities current schedule. Any areas inaccessible to the street sweeper, such as street ends and portions of parking lots will be hand-swept or blown with a hand blower.

Staffing on the City of Calabasas will consist of one full-time street sweeper operator. This will enable CleanStreet to complete posting routes on a daily basis during the posted times. During leaf season, additional drivers may be utilized to complete routes in a timely manner.

Areas shall not be swept on the same day as trash pickup. All sweeping will be scheduled after trash pickup.

Streets adjacent to schools and commercial developments shall be swept prior to 7 a.m. or before such times as public activities start. Streets adjacent to apartments, condominiums, or other areas where night street parking is prevalent shall be swept after 8 a.m. All residential areas will be swept between the hours of 8:00 am to 5:00 p.m.

All debris collected by the street sweeping operation will be taken to a legally established landfill or transfer station. There will be no on site dumping.



(800) 225-7316 x108
1937 W. 169th Street
Gardena, CA 90247

SCOPE OF SERVICES



Weekly Labor Hours

Arterials:	9
Residential:	24
Parking Lots:	1.5
Total	34.5* hours

*These are averages per week. During leaf season, additional hours will be needed.

Implementation Timeline

CleanStreet is the current street sweeping contractor for the City of Calabasas so no implantation timeline is needed. If CleanStreet is awarded the new contract there will not be a disruption in service.

Supervisors

Satisfaction and consistent quality service is the foundation of our company. Our supervisors are full-time employees, not temporary hired guns. They are highly trained so all phases of the project runs smoothly. Our supervisors are directly involved with each account and perform job inspections to ensure quality.

Although we believe that there is always room for improvement, we strive to recognize our employees for their good work. This type of supervision helps build operator pride.

CleanStreet knows that street sweeping is an extremely noticeable city service that is best done properly if you wish to have satisfied residents. With our experience coupled with our approach assure the various locations that this work will be done extremely well. We can eliminate all complaints. We believe that our quality street sweeping program is a great value when you consider the cost and negativity generated by complaints.

Operators

Our first step is to educate our operators as to what is accepted and the quality of work that is expected. Our operators are encouraged to take as many passes as are necessary to do a great job in removing all leafs, paper, dirt, rocks, glass, bottles, cans, and other debris to ensure free flow of water in the gutter and to maintain streets in a state of cleanliness. In combination with this approach, the CleanStreet supervisors will conduct unannounced spot checks for quality and quantity of the work performed.

Our operators are trained to value and care for their equipment. They are knowledgeable about proper driving speed, adjustment of brooms and the most efficient and effective performance of their equipment.

Our operators understand the importance of punctuality and the importance of quality work. Our drivers take pride in our customer's satisfaction.

Repair and Maintenance Crew



(800) 225-7316 x108
1937 W. 169th Street
Gardena, CA 90247

SCOPE OF SERVICES



CleanStreet has seven full-time mechanics who are expert in the repair and maintenance of our equipment. Our mechanics are factory trained to help ensure high quality performance of our equipment. We also have mechanics available around-the-clock to help ensure our ability to meet our commitments.

CleanStreet knows that one of the keys to customer satisfaction is dependable well-maintained equipment. Consequently, we feel that the quality of our repairs and maintenance is crucial to our sweepers.

We have an additional four full-time employees who are mechanics helpers. They change of brooms, tires, and help keep our sweepers clean.

Dispatchers

The Dispatch and Operations department is the very nerve center of CleanStreet. It is from our experience that this position is very mission critical where often time's operational and sometimes financial decisions are made.

When telephone calls are received, our dispatchers will obtain the necessary information from the caller and provide the appropriate response by either facilitating an emergency sweep, special sweep, regular sweep or the handling of a complaint. This means that they make sure that the right drivers and the right equipment are appropriately matched to the job and ensure timeliness, safety and accuracy are guaranteed.

Disposal of Refuse and Debris

CleanStreet shall dispose of all refuse and debris that is collected during the sweeping operations, at no additional cost to the City. We will haul it to a legally established area for the disposal of solid waste.

Storage facilities

CleanStreet will utilize their own storage facilities for all of the sweepers.

Equipment

CleanStreet equips all of its trucks with global positioning satellite (GPS) system. All of the real-time data is monitored by CleanStreet dispatchers. This permits CleanStreet to monitor the drivers speed, time and location.

Our Operations Analyst downloads the GPS reports on a daily basis from the Internet. The real-time data alerts the managers via e-mail if the brooms are down a half hour or longer or if the sweeper exceeds its speed limit. If this should happen, there will be communication between either the manager or the dispatcher and the sweeper's cell phone to ensure proper action is taken.



(800) 225-7316 x108
1937 W. 169th Street
Gardena, CA 90247

SCOPE OF SERVICES



Authorized public works employees can generate and print GPS reports at any time. Data is available for six months and can be downloaded in an Excel document.

We utilize will utilize 1 Tymco 600 as needed for the city of Calabasas. Our Tymcos hold 250 gallons of water which results in cleaner air and less dust and particulates on the streets.

Our street cleaning is listed as *Best Management Practice* BMP in storm water regulations which get the debris off the street before it is carried into the drain system.

All street sweepers that CleanStreet will deploy will be propane powered Tymco street sweepers compliant with rule 1186.1.

In order to ensure uninterrupted performance, backup operators will be available at all times. In case of a mechanical breakdown, backup equipment will be available at all times and will comply with AQMD Rule 430.

Routing

Routing will be designed in such a manner that all time zones will be swept timely with ample time for the operator to do an excellent job. If for some reason the operator is behind or needs help, and additional sweeper and operator will be supplied to ensure timely completion of routes.

Reports

The attached report is a sample of what our drivers complete for other locations. In order to suit the City, a tailor-made form will be created if awarded to CleanStreet. The following items will be on the report:

- Curb miles and paved alley miles swept each day.
- Schedule curb miles and paved alley miles swept and areas missed.
- When missed areas were swept.
- Number of complaints received each day.
- Reasons schedule sweeping was not performed or completed as scheduled.
- Waste tonnage summary and copies of waste disposal receipts.

Sample Form on next page.

SCOPE OF SERVICES



City of _____
STREET SWEEPING WEEKLY REPORT
 FOR MONTH OF _____

DATE: _____

WEEK BEGINNING: _____

WEEKLY TONNAGE: _____

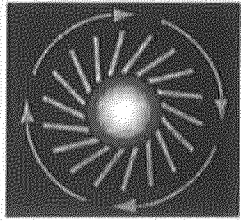
CONTRACTOR: **CleanStreet**
 1937 W 169th Street
 Gardena CA 90247

DAY	CURB MILES SWEEP			SCHEDULED CURB MILES MISSED AND REASON	MAKE - UP DATE	NUMBER OF COMPLAINTS
	SCHEDULED CURB MILES	MISSED CURB MILES	CURB MILES SWEEP			
MONDAY						
TUESDAY						
WEDNESDAY						
THURSDAY						
FRIDAY						
ALLEYS						
CURB MEDIAN						
TOTALS						



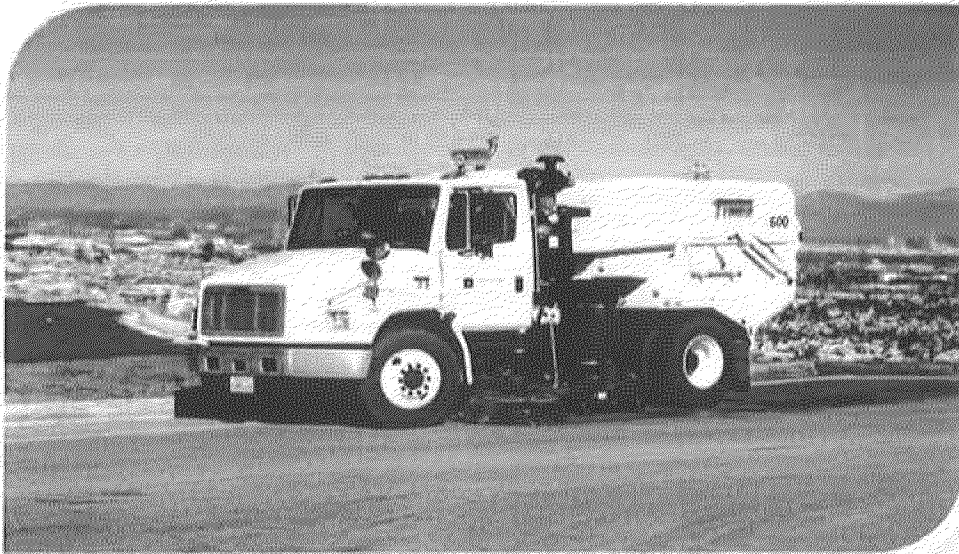
(800) 225-7316 x108
 1937 W. 169th Street
 Gardena, CA 90247

**EXHIBIT B
APPROVED FEE SCHEDULE**



CleanStreet

Cleaning Your Environment



STREET SWEEPING SERVICES

EXCLUSIVELY FOR

CITY OF CALABASAS

FEE SCHEDULE

OCTOBER 24, 2019

1937 W. 169th Street
Gardena, CA 90247
(800) 225-7316 x108

COPY



Streets Swept on Wednesday

1. Park Granada Blvd (south side) – between Park Capri and Park Sorrento.
Posted 8:00 a.m. to 11:00 a.m.
2. Park Sorrento (north side) – between Park Granada and 23459 Park Sorrento.
Posted 6:00 am to 7:00 am.
3. Park Mirasol (west side) – from Park Sorrento south to the end of the cul-de-sac.
Posted 8:00 a.m. to 11:00 a.m.
4. Park Sorrento (north side) – between 23459 Park Sorrento and 23351 Park Sorrento.
Posted 8:00 am to 9:00 am.
5. Alizia Canyon Dr (north side) – from Ruthwood to the end of the cul-de-sac.
Posted 9:00 a.m. to 11:00 a.m.
6. Agoura Rd (south side) – from Lost Hills Rd to 26520 Agoura Rd.
Posted 7:00 am to 9:00 am.

Fee Schedule

No.	Item Description	Est Quantity	Unit	Unit Price	No. of Cleanings / Yr	Annual Cost
1	Bi-weekly: Residential streets per General Scope of Services, Pg 7	79	Curb Mile	\$27.00	26	\$55,458.00
2	Weekly: Arterials per table, Pg 19	31	Curb Mile	\$25.50	52	\$41,106.00
3	Weekly: City Hall parking lot per General Scope of Services, Pg 7	N/A	LS / Wk	\$40.00	52	\$2,080.00
4	Tennis & Swim Center per General Scope of Services, Pg 7	N/A	LS / Wk	\$25.00	52	\$1,300.00

The contractor shall be responsible for calculating and providing unit prices for the schedule. The proposal schedule shall include all costs for services, labor, materials, equipment, and disposal fees associated in completing the work as specified in the RFP.



CITY of CALABASAS

Schedule Total (Annual Contract Amount): \$ 99,944.00

Schedule Total (Annual Contract Amount in words):

Ninety nine thousand, nine hundred-forty four.

CleanStreet

(Company Name of Bidder)

10/25/2019

Date:



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/29/2019

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

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

PRODUCER Marron Insurance Services/Global Risk, LLC 1891 N. Gaffey Street, Suite 203 San Pedro, CA 90731 License #0E63455	CONTACT NAME: PHONE (A/C, No, Ext): 310-514-8425 FAX (A/C, No): 310-514-8688 E-MAIL ADDRESS: becky@marronins.com	
	INSURER(S) AFFORDING COVERAGE	
INSURED CleanStreet, Inc. DBA: California Street Maintenance 1937 W 169th Street Gardena, CA 90247	INSURER A: United States Fire Insurance Company NAIC # 21113	
	INSURER B: Alaska National Insurance Company 38733	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	506-896201-8	04/01/19	04/01/20	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X	506-896201-8	04/01/19	04/01/20	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		523-809816-3	04/01/19	04/01/20	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	19DWS08875	04/01/19	04/01/20	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

City of Calabasas and it's officers, agents and employees are Additional Insured to the extent provided by the policy language or endorsements issued or approved by the insurance carrier. Coverage provided is primary and non-contributory.

10 Day notice will apply for non payment of premium.

CERTIFICATE HOLDER City of Calabasas Attn: Pauline Rubio-Brownell 100 Civic Center Way Calabasas, CA 91302-4112	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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
<p>ANY PERSON OR ORGANIZATION WHOM YOU ARE REQUIRED BY A WRITTEN CONTRACT TO ADD AS AN ADDITIONAL INSURED</p>	<p>ANY LOCATION WHERE YOU ARE REQUIRED BY A WRITTEN CONTRACT TO ADD A PERSON OR ORGANIZATION AS AN ADDITIONAL INSURED</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations</p>	

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

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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
ANY PERSON OR ORGANIZATION WHOM YOU ARE REQUIRED BY A WRITTEN CONTRACT TO ADD AS AN ADDITIONAL INSURED	ANY LOCATION WHERE YOU ARE REQUIRED BY A WRITTEN CONTRACT TO ADD A PERSON OR ORGANIZATION AS AN ADDITIONAL INSURED

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

SUCH COVERAGE AS IS AFFORDED BY THIS POLICY FOR THE BENEFIT OF THE ADDITIONAL INSURED SHALL BE PRIMARY AND ANY OTHER INSURANCE MAINTAINED BY THE ADDITIONAL INSURED SHALL BE NON-CONTRIBUTING WITH THE COVERAGE PROVIDED UNDER THIS POLICY.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

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

The additional premium for this endorsement shall be 2 % of the California workers' compensation premium otherwise due on such remuneration.

Person or Organization

Blanket Waiver:

Any person or organization for whom the insured has agreed, by written contract, to furnish this waiver.

SCHEDULE

Job Description

This endorsement changes the policy to which it is attached and, unless otherwise stated, is effective on the date issued at 12:01 A.M. standard time at your mailing address shown in the policy. The information below is required only when this endorsement is issued subsequent to commencement of the policy.

Endorsement Effective 04/01/19 - 04/01/20

Policy No. 19D WS 08875

Insured Cleanstreet, Inc.

Endorsement No. 5

Countersigned By _____

506-896201-8
CLEANSTREET, INC.
DBA: CALIFORNIA STREET MAINTENANCE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies a person or organization who is an "insured" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

SCHEDULE

Legal Name and Address of Person or Organization

ANY PERSON OR ORGANIZATION WITH WHOM YOU ARE REQUIRED BY WRITTEN CONTRACT TO ADD AS AN ADDITIONAL INSURED

ANY LOCATION WHERE YOU ARE REQUIRED BY A WRITTEN CONTRACT TO ADD A PERSON OR ORGANIZATION AS AN ADDITIONAL INSURED

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

The person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form.

If the person or organization shown in the Schedule qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form, the insurance provided to the additional insured is primary and non-contributory for any liability arising out of an "accident" and resulting from the ownership, maintenance or use of a covered "auto".

**ACTION AGENDA
WEDNESDAY, NOVEMBER 13, 2019**

CLOSED SESSION: – 6:15 P.M.

OPEN SESSION: – 7:01 P.M.

ROLL CALL: – *All Present*

ADJOURN IN MEMORY

➤ Former Library Commissioner, Karen Brown

PRESENTATIONS

- To Barry Goldberg, President of San Fernando Valley BAR Association
- By Ryan Correia, LVUSD regarding vaping
- Award from LA Section of American Society of Civil Engineers (ASCE) for Las Virgenes Creek Restoration Project – Phase II
- America in Bloom Awards

ANNOUNCEMENTS/INTRODUCTIONS:

ORAL COMMUNICATIONS – PUBLIC COMMENT:

CONSENT:

1. Approval of meeting minutes from October 23, 2019 – **APPROVED**
2. Approval of Memorandum of Understanding between the Los Angeles County Flood Control District, the County of Los Angeles and the Cities of Agoura Hills, Calabasas, Hidden Hills and Westlake Village regarding the administration and cost sharing for implementing the Coordinated Integrated Monitoring Program and necessary reports for the Malibu Creek Watershed, and special study to address technical and regulatory issues in attainability and applicability of Malibu Creek Watershed Nutrient and Benthic Community total maximum daily loads – **APPROVED**
3. Recommendation to approve a professional services agreement with Fehr & Peers for the development of criteria and methodologies to comply with Senate Bill 743, Traffic Analysis Requirements and Update of the Circulation Element in the General Plan in the amount of \$125,994 – **APPROVED**

4. Recommendation to approve a professional services agreement with Siemens Mobility, Inc. to provide Citywide traffic signal maintenance services for a three-year term in an amount not to exceed \$270,000 – **APPROVED**
5. Recommendation to approve a professional services agreement with Cleanstreet for Citywide street sweeping services for a three-year term in an amount not to exceed \$336,000 – **APPROVED**
6. Recommendation to approve two separate rate increase requests from Waste Management: 1) establish a commercial recycling rate at 50% of the solid waste collection rate and 2) increase residential service rates by \$1.96 per unit per month to accommodate for increased organics waste processing as a result of Assembly Bill 1594 – **PULLED FROM AGENDA**
7. Adoption of Resolution No. 2019-1655, amending the Ticket and Pass Distribution Policy – **APPROVED**
8. Adoption of Resolution No. 2019-1656, adopting a City Policy limiting the City Council to use of City-issued electronic mail addresses – **SENT TO PROTOCOLS SUBCOMMITTEE**

NEW BUSINESS

9. Sheriff's Crime Report – September

No action taken on this item.

PUBLIC HEARING

10. Introduction of Ordinance 2019-372, adopting the California Code of Regulations – Title 24, the 2019 California Building Standards Code Parts 1 through 12 with local amendments thereto and the International Property Maintenance Code – **APPROVED INTRODUCTION**

INFORMATIONAL REPORTS:

11. Check Registers for the period of October 9-30, 2019

No action taken on this item.

TASK FORCE REPORTS:

CITY MANAGER'S REPORT:

FUTURE AGENDA ITEMS:

ADJOURN:

At 9:09 p.m. in memory of former Library Commissioner Karen Brown.



CITY of CALABASAS
CITY COUNCIL AGENDA REPORT

DATE: OCTOBER 31, 2022

TO: HONORABLE MAYOR AND COUNCILMEMBERS

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

SUBJECT: ADOPTION OF RESOLUTION 2022-1828, CONDEMNING THE GOVERNMENT OF IRAN FOR THE ACTIONS OF ITS MORALITY POLICE

MEETING DATE: NOVEMBER 9, 2022

SUMMARY RECOMMENDATION:

The proposed resolution, requested by Mayor Maurer, condemns the government of Iran for the actions of its morality police in the physical beating and death of Mahsa Amini; calls for an impartial investigation into her death and to bring those liable to justice; supports sanctions against the Iranian Government and Iran's morality police; and urges the government of Iran to implement meaningful laws ensuring basic human rights for all its citizen.

DISCUSSION:

On September 13, 2022, Mahsa Amini, a 22-year-old Kurdish woman from the northwestern City of Saqez, was arrested in Tehran by Iran's morality police who accused her of breaking Iran's strict law requiring women to fully cover their hair with a hijab, or headscarf and their arms and legs with loose clothing. She was reportedly beaten after her arrest by Iran's morality police and transferred to the Vozara Detention Center in Tehran. On September 16, 2022, Mahsa Amini died in a hospital after spending three days in a coma. Since the announcement of Mahsa Amini's death, thousands of demonstrators have taken to the streets in many cities,

including Tehran, Ilam, Isfahan, Mahabad, Saqez, Sari, and Tabriz, to demand accountability for her death and calling for an end to violence and discrimination against women and girls in Iran. As part of the demonstrations, women across Iran are burning their hijabs and cutting their hair to protest the lack of women's rights in their country. Due to the demonstrations receiving international attention, on September 19, 2022, the government of Iran began to curb online access and shut down the internet so information about the protests would be limited. On September 21, 2022, the Iranian government blocked access to Instagram and WhatsApp, two of the remaining active social media networks in Iran.

On September 22, 2022, the United States Department of State sanctioned Iran's morality police and seven officials for alleged human rights abuses in Iran. The seven individuals include:

- Haj Ahmad Mirzaei, senior official in Iran's morality police
- Mohammad Rostami Cheshmeh Gachi, senior officials in Iran's morality police
- Ismail Khatib, Iran's Minister of intelligence
- Manouchehr Amanollahi, Iran's Law Enforcement Forces ("LEF") Commander of the Chaharmahal and Bakhtiari Province
- Qasem Rezaei, Deputy Commander of the LEF
- Kiyumars Heidari, Commander of the Iran army's ground forces
- Salar Abnoush, Deputy Commander of the Basij, a paramilitary militia and a subsidiary force of the Islamic Revolutionary Guard Corps

At the last two Council meetings, all Councilmembers condemned the actions by the Iranian government.

All of the City Councilmembers then expressed united outrage over this criminal act, This resolution, if passed by the City Council, states: The City of Calabasas strongly condemns the Iranian morality police for the evil, cruel, and barbaric acts that lead to the death of Mahsa Amini and further condemns the regime for its brutality, anti-democratic oppression of its citizens and documented human rights violations, especially against women, students, and minorities.

The resolution further calls for:

- The United States to not negotiate with the regime in Iran and to not release any assets frozen in the United States;
- The City to support the sanctions of the United States Department of State issued for Iran's morality police Iran's morality police and the seven officials listed above;
- The United States to consider further enhanced sanctions against Iran and those individuals involved in the regime while still allowing critical economic and medical aid to reach the citizens of Iran;

- The United States and nations around the world to strongly advocate for Iran to cease further developing nuclear power plants and weapons due to the City's concern for the region;
- An impartial investigation into the events leading to the death of Mahsa Amini and for those found liable for her death to be brought to justice; and
- The Iranian Government to implement meaningful laws ensuring basic human rights for all its citizen as a tribute to Mahsa Amini.
- The resolution closes with the City voicing its strong support for the right of all women to live a life without repression, brutal violence and restrictions on their basic human rights.

FISCAL IMPACT:

There is no anticipated fiscal impact at this time.

ATTACHMENT:

Resolution No. 2022-1828

**ITEM 8 ATTACHMENT
RESOLUTION NO. 2022-1828**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CALABASAS,
CALIFORNIA, CONDEMNING THE GOVERNMENT OF IRAN FOR THE
PHYSICAL BEATING AND DEATHS OF MAHSA AMINI, SARINA
ESMAEILZADEH, NIKA SHAKARAMI, AND OTHERS BY IRAN'S
MORALITY POLICE.**

WHEREAS, on September 13, 2022, Iran's morality police arrested and accused Mahsa Amini, a 22-year-old Kurdish woman, of breaking a law requiring women to cover their hair with a hijab, or headscarf, and their arms and legs with loose clothing; and

WHEREAS, Mahsa Amini was reportedly beaten after her arrest on September 13, 2022 by Iran's morality police and transferred to the Vozara Detention Center in Tehran; and

WHEREAS, on September 16, 2022, Mahsa Amini died in a hospital after spending three days in a coma; and

WHEREAS, beginning with the announcement of the death of Mahsa Amini, thousands of demonstrators have taken to the streets in many cities, including Tehran, Ilam, Isfahan, Mahabad, Saqez, Sari, and Tabriz, to demand accountability for Mahsa Amini's death and an end to violence and discrimination against women and girls in Iran; and

WHEREAS, Iranian women are burning hijabs and have cut their hair to protest the lack of women's rights in their country; and

WHEREAS, the citizens of Iran have demonstrated numerous times over many years due to Iran's ailing economy and lack of basic human rights; and

WHEREAS, on September 19, 2022, the government of Iran began to curb online access and shutting down the Internet so information about the protests would be limited; and

WHEREAS, on September 21, 2022, the government of Iran blocked access to Instagram and WhatsApp, two of the remaining active social media networks in Iran; and

WHEREAS, on September 22, 2022, Sarina Esmailzadeh, a 16-year-old, went to join protests sweeping the country and was reportedly beaten to death by Iranian security forces; and

WHEREAS, the death of Sarina Esmailzadeh is all too similar to that of the September 2022 death of 16-year-old Nika Shakarami, who was also reportedly killed during protests by Iranian security forces after burning a hijab; and

WHEREAS, Mahsa Amini, Sarina Esmailzadeh, and Nika Shakarami are only three examples of the thousands of women who have been abused, gone missing, or murdered at the hands of Iran's morality police; and

WHEREAS, on September 22, 2022, the United States Department of State sanctioned Iran's morality police and seven Iranian officials for alleged human rights abuses; and

NOW, THEREFORE, the City Council of the City of Calabasas resolves as follows:

Section 1. The City of Calabasas strongly condemns the Iranian morality police for the evil, cruel, and barbaric acts that lead to the deaths of Mahsa Amini, Sarina Esmailzadeh, and Nika Shakarami and further condemns the regime for its brutality, anti-democratic oppression of its citizens and documented human rights violations, especially against women, students, and minorities.

Section 2. The City of Calabasas calls upon the government of the United States, including the President, Secretary of State, and Members of Congress to engage in all efforts to increase sanctions against the regime in Iran and cease current and future negotiations with the regime in Iran, including negotiations related to oil exports, and to not release any assets frozen in the United States, until there is a regime change.

Section 3. The City of Calabasas supports the sanctions of the United States Department of State issued for Iran's morality police and the following seven individuals for alleged human rights abuses:

- Haj Ahmad Mirzaei, senior official in Iran's morality police
- Mohammad Rostami Cheshmeh Gachi, senior officials in Iran's morality police
- Ismail Khatib, Iran's Minister of Intelligence
- Manouchehr Amanollahi, Iran's Law Enforcement Forces ("LEF") Commander of the Chaharmahal and Bakhtiari Province
- Qasem Rezaei, Deputy Commander of the LEF
- Kiyumars Heidari, Commander of the Iran Army's Ground Forces
- Salar Abnoush, Deputy Commander of the Basij, a paramilitary militia and a subsidiary force of the Islamic Revolutionary Guard Corps

Section 4. The City of Calabasas demands the United States Government consider additional enhanced sanctions which focus solely on the financial assets of

the members of the government of Iran and those individuals involved in the regime to the greatest extent possible while still allowing critical economic and medical aid to reach the citizens of Iran; and cease any and all types of sponsorship of terrorist organizations, including but not limited to Hamas and Hezbollah.

Section 5. The City of Calabasas is gravely concerned with the nuclear capability of the government of Iran and the potential fallout to the region and the world; therefore, the City of Calabasas implores the United States, and the nations around the world, to strongly advocate for Iran to cease further development of nuclear power plants and weapons.

Section 6. The City of Calabasas calls for an impartial investigation of the events leading to the death of Mahsa Amini and that those found liable for her death be brought to justice.

Section 7. The City of Calabasas honors the life and legacy of Mahsa Amini by urging the Iranian Government to implement meaningful laws ensuring basic human rights for all its citizen.

Section 8. The City of Calabasas strongly supports the right of all women to live a life without repression, brutal violence and restrictions on their basic human rights.

Section 9. The City of Calabasas calls upon the United Nations to expel Iran from the United Nations Women's Rights Commission.

Section 10. The City of Calabasas implores the United Nations, countries, and other cities to adopt resolutions with similarly strong messaging related to sanctions against Iran's morality police and condemning the Iranian morality police for the evil, cruel, and barbaric acts and further condemning the regime for its brutality, anti-democratic oppression of its citizens and documented human rights violations, especially against women, students, and minorities.

Section 11. 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 9th day of November 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: NOVEMBER 1, 2022

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: MICHAEL KLEIN, COMMUNITY DEVELOPMENT DIRECTOR *MAK*

SUBJECT: CONSIDERATION OF RESOLUTION NO. 2022-1829, DISAPPROVING THE LOS ANGELES COUNTY REVISED COUNTYWIDE SITING ELEMENT DATED JULY 2022.

MEETING DATE: NOVEMBER 9, 2022

SUMMARY RECOMMENDATION:

That the Council approve Resolution No. 2022-1829, disapproving the Los Angeles County Revised Countywide Siting Element dated July 2022.

BACKGROUND:

On August 2, 2022, the County of Los Angeles Board of Supervisors certified the Final Environmental Impact Report and its associated environmental documents for the Los Angeles County Revised Countywide Siting Element (Revised CSE), as well as authorized Los Angeles County Public Works, acting as the lead agency, to release and submit the Revised CSE to each city within Los Angeles County for a State-mandated 90-day approval period, in accordance with Public Resources Code Sections 41721 and 41760. A copy of the Revised CSE can be viewed here, <https://dpw.lacounty.gov/epd/cse/docs/Final%20Draft%20Revised%20CSE.pdf> .

As required by Public Resources Code Sections 41721 and 41760, upon receipt of the Revised CSE, each city has 90 days to either take formal action to adopt, or take no action, or disapprove, at the cities' individual discretion, as described below:

Formal Action by City

Take formal action to adopt a resolution after conducting a duly noticed public hearing for the purpose of approving or disapproving the Revised CSE.

No Action by City

If a city does not take action within the 90-day period, the document will be considered "tacitly approved" by that city.

City Disapproves

Pursuant to Title 14, California Code of Regulations, Sections 18783, if a city disapproves the Revised CSE, the city shall give written notice to the Los Angeles County Solid Waste Management Committee/Integrated Waste Management Task Force, the Board, and the Department of Resources Recycling and Recovery (CalRecycle) of the deficient areas in the Revised CSE, within 30 days of disapproval.

DISCUSSION/ANALYSIS:

The California Integrated Waste Management Act, Assembly Bill 939, requires each county to prepare a countywide siting element (CSE) that describes how the county, and the cities within the county, plan to manage the disposal of their solid waste for a 15-year planning period. CSE addresses the disposal capacity need for each planning year on a countywide basis. State law defines disposal capacity as the capacity provided by landfills and/or transformation facilities.

The existing CSE was approved by CalRecycle in 1998 and has been revised by Los Angeles County Public Works, acting as the lead agency, under the auspices of the Task Force.

The Revised CSE provides a description of the areas and strategies that may be used to address the State mandates for adequate disposal capacity during the planning period and discusses how those areas and strategies may help the County meet the disposal capacity requirements under various scenarios. The areas/strategies considered include the use of existing permitted disposal capacity, increase in diversion rates, utilization of out-of-County disposal facilities, and fostering the development of technologies that provide alternatives to landfill disposal.

Staff has reviewed the Revised CSE and has concerns regarding the maps in the document, which include inaccurate boundary lines for the Calabasas Landfill. Furthermore, staff notes that the storage of containers for storm water management along Parkville Road, approximately 100 feet from residential properties. Staff believes this to be inconsistent with Los Angeles County Code Section 22.140.750, which prohibits solid waste operations within 1,500 feet of residential uses. Staff is also concerned that the County has not analyzed the potential environmental impacts of this stormwater management system siting decision. For the above reasons, staff recommends that that City Council disapprove the Revised CSE and direct staff to provide written notice to the Los Angeles County Solid Waste Management Committee/Integrated Waste Management Task Force.

FISCAL IMPACT/SOURCE OF FUNDING:

None.

REQUESTED ACTION:

That the Council adopt Resolution No. 2022-1829, disapproving the Los Angeles County Revised Countywide Siting Element dated July 2022.

ATTACHMENTS:

Attachment A: Resolution No. 2022-1829

**ITEM 9 ATTACHMENT A
RESOLUTION NO. 2022-1829**

**RESOLUTION OF THE CITY OF CALABASAS, CALIFORNIA,
DISAPPROVING THE LOS ANGELES COUNTY REVISED
COUNTYWIDE SITING ELEMENT DATED JULY 2022.**

WHEREAS, Section 41700 of the California Public Resources Code requires the County of Los Angeles to prepare a countywide siting element regarding the county's integrate waste management plan; and

WHEREAS, an Environmental Impact Report was prepared for the Revised Countywide Siting Element by the County of Los Angeles in compliance with the California Environmental Quality Act and certified by the County of Los Angeles Board of Supervisors on August 2, 2022; and

WHEREAS, the Los Angeles County Public Works has prepared Findings of Fact Regarding the Final Environmental Impact Report for the Revised Countywide Siting Element, which conclude that the adoption and implementation of the Revised Countywide Siting Element, with the mitigation measures discussed in the Final Environmental Impact Report, will not result in a significant impact on the environment; and

WHEREAS, the Revised Countywide Siting Element must be approved by a majority of the cities within the County containing a majority of the incorporated population of the County and by the Los Angeles County Board of Supervisors; and

WHEREAS, the Los Angeles County Public Works has submitted the Revised Countywide Siting Element dated July 2022, to the City of Calabasas for approval together with the certified Environmental Impact Report and the Environmental Findings and Statement of Overriding Considerations for the Revised Countywide Siting Element; and

WHEREAS, on November 9, 2022, the City of Calabasas held a public meeting at which the City Council considered adoption of the Revised Countywide Siting Element; and

WHEREAS, at the public meeting all interested persons were given an opportunity to appear and be heard and the City Council considered all public comments.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF THE CITY OF CALABASAS of the County of Los Angeles:

SECTION 1. The City disapproves the Revised Countywide Siting Element, dated July 2022 due to the following reasons:

- A. The Revised CSE includes maps with inaccurate boundary lines for the Calabasas Landfill, resulting in placement by the county of large storm-water containers on land owned by the City of Calabasas, not by the County, and directly adjacent to residential properties.
- B. The County, via its operation of the Calabasas Landfill, has placed large storm water containers approximately 100 feet from residential properties, which is inconsistent with Los Angeles County Code Section 22.140.750.
- C. The County failed to analyze the potential environmental impacts of its decision to place large storm-water containers within 100' of residential properties on land not owned by the County, including potential impacts on water quality, biological resources, geology and soils, aesthetics, hazardous waste propagation, and wildfire risk, as required by the California Environmental Quality Act, Public Resources Code section 21000 et seq.

SECTION 2. That the City Manager or designee shall take all necessary actions to implement this Resolution.

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

PASSED, APPROVED AND ADOPTED this 9th day of November 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: NOVEMBER 1, 2022

TO: HONORABLE MAYOR AND COUNCILMEMBERS

**FROM: MICHAEL MCCONVILLE, INTERIM ADMINISTRATIVE SERVICES
MANAGER
MICHEAL NEAL, CDBG CONSULTANT**

**SUBJECT: REVIEW AND APPROVAL OF PROJECT AMENDMENT 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)**

MEETING

DATE: NOVEMBER 9, 2022

SUMMARY RECOMMENDATION:

Conduct a public hearing on the proposed project amendments and budget for the 2022-2023 Community Development Block Grant (CDBG) Program Year. Upon consideration of the public testimony and discussion of relevant issues, adopt Resolution No. 2022-1819 (Attachment A) approving project amendments of the 2022-2023 Program Year.

BACKGROUND:

The Los Angeles County Development Authority (LACDA) requires that the City expend \$324,007 of the \$504,121 in CDBG funds available for the 2022-2023 Program Year by March 31, 2023. This expenditure requirement has been established by the Federal Department of Housing and Urban Development (HUD). LACDA may

recapture CDBG funds in the amount of the shortfall if the expenditure requirement is not met.

The CDBG Residential Rehabilitation Program has not been active because there is not currently a Housing Rehabilitation Specialist to administer the program due to the impact of COVID-19. The City issued a Request for Proposals for this service in December 2021, but no qualified consultants submitted a proposal. The City is continuing to explore options to keep the Program active.

Staff proposes to use CDBG funds for shovel-ready citywide ADA Access Improvements project to ensure that no CDBG funds are lost. The improvements will include curb ramps and sidewalk replacement. The CDBG funds will offset general funds that would have been used for the ADA Access Improvements project.

Proposed amendments to the CDBG projects to be funded during the 2022-2023 Program Year:

1. Amend the Residential Rehabilitation budget from \$423,834 to \$50,000
2. Fund ADA Access Improvements in the amount of \$454,121

Pursuant to Federal requirements, notice of this public hearing was properly published and posted in public buildings within the City. Federal requirements also mandate that as part of the public hearing, the Council and the public be informed of the range of eligible housing and community development activities that may be funded under the CDBG program. Interested persons may obtain a copy of the Federal eligibility guidelines, available at the City of Calabasas Administrative Services Department, during regular business hours.

FISCAL IMPACT/SOURCE OF FUNDING:

The project amendments would not exceed the \$504,121 in CDBG funds available for the 2022-2023 Program Year.

REQUESTED ACTION:

Conduct a public hearing on the proposed projects amendments and budget for the 2022-2023 CDBG Program Year. Upon consideration of the public testimony and discussion of relevant issues, adopt Resolution No. 2022-1819 approving the allocation of 2022-2023 CDBG funds.

ATTACHMENT:

Resolution Number 2022-1819

**ITEM 10 ATTACHMENT
RESOLUTION NO. 2022-1819**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
CALABASAS, CALIFORNIA, APPROVING PROJECTS FOR
THE 48TH PROGRAM YEAR (2022-2023) COMMUNITY
DEVELOPMENT BLOCK GRANT (CDBG) FUNDING.**

WHEREAS, on August 22, 1974, the President of the United States signed into law the Housing and Community Development Act of 1974; and

WHEREAS, the primary goals of Title I of the Act are the development of viable urban communities by providing decent housing and a suitable living environment, and expanding economic opportunities, principally for persons of low and moderate income; and

WHEREAS, the City of Calabasas has **\$504,121** in federal CDBG funds available to further the attainment of these goals during Fiscal Year 2022-2023; and

WHEREAS, the City conducted a public hearing on November 9, 2022, to solicit comments and suggestions from the community for the utilization of these funds.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Calabasas hereby resolves as follows:

SECTION 1: That the City of Calabasas desires to fund eligible CDBG projects with 48th Program Year Funds.

SECTION 2: That City staff is hereby directed to submit to Los Angeles County Development Authority, through this document, the City's intent to approve and fund eligible CDBG projects.

SECTION 3: That City staff is hereby directed to prepare and submit documentation required for the approval and implementation of 48th Program Year CDBG projects.

SECTION 4: That City staff is hereby authorized to perform modifications to approved projects as required to conform to CDBG requirements, and to provide for the expedient expenditure of these funds.

SECTION 5: That for planning purposes, the City's **\$504,121** in CDBG funds available for the 2022-2023 Program Year will fund the following projects.

1. Residential Rehabilitation in the amount of \$50,000
2. ADA Access Improvements in the amount of \$454,121

SECTION 6: That notice of the public hearing was posted and advertised

pursuant to applicable federal, state, and local laws.

SECTION 7: The City Clerk shall certify to the adoption of this resolution and shall cause the same to be processed in the manner required by law, and said copy to be submitted to the Los Angeles County Development Authority.

PASSED, APPROVED AND ADOPTED this 9th day of November, 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: NOVEMBER 1, 2022

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: MICHAEL MCCONVILLE, INTERIM ADMINISTRATIVE SERVICES
MANAGER
MICHEAL NEAL, CDBG CONSULTANT

SUBJECT: 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)

**MEETING
DATE:** NOVEMBER 9, 2022

SUMMARY RECOMMENDATION:

Conduct a public hearing on the proposed projects and budget for the 2023-2024 Community Development Block Grant (CDBG) Program Year. Upon consideration of the public testimony and discussion of relevant issues, adopt Resolution No. 2022-1820 (Attachment A) approving the allocation of 2023-2024 CDBG funds, and the proposed projects for implementation during the CDBG 2023-2024 Program Year.

BACKGROUND:

Each year, CDBG funds are allocated to cities by the Federal Department of Housing and Urban Development (HUD) and administered through the Los Angeles County Development Authority (LACDA). Participating cities, whose total population is less than 50,000, participate in the Los Angeles Urban County CDBG Program, and receive funding based upon the total number of cities participating in the County's program. It is also based on a city's need to provide housing, economic and social

services; and community development opportunities that principally benefit persons of low- and moderate-income levels, aid in the prevention of neighborhood deterioration, and meet other urgent community development needs due to natural disasters or other emergencies. To be eligible for the CDBG program, a household of two persons cannot exceed the annual moderate-income limit of \$76,250, per HUD Income Guidelines. A household of four persons cannot exceed the annual moderate-income limit of \$95,300.

This is the 49th year the City of Calabasas (or, prior to 1991, unincorporated Calabasas) has participated in the Los Angeles Urban County's CDBG Program. In order to continue its participation in the upcoming 2023-2024 program year, which begins on July 1, 2023 and ends on June 30, 2024, the City of Calabasas must prepare and submit its proposed CDBG project descriptions to LACDA for review and approval no later than February 1, 2023.

Pursuant to Federal requirements, notice of this public hearing was properly published and posted in public buildings within the City. Federal requirements also mandate that as part of the hearing, the Council and public be informed of the range of eligible housing and community development activities that may be funded under the CDBG program. Interested persons may obtain a copy of the Federal eligibility guidelines, available at the City of Calabasas Administrative Services Department, during regular business hours.

DISCUSSION/ANALYSIS:

The City of Calabasas estimated CDBG allocation for Program Year 2023-2024 is approximately \$120,076. This is a **planning estimate only**; the LACDA will not release final appropriations from HUD until Spring 2023. The City's final CDBG allocation may be **more** or **less** than the planning estimate. Generally, the final allocation is within 10% of the estimate provided. In FY 2022-2023, Calabasas' CDBG allocation was \$120,076.

For consideration, the following project is proposed for the 2023-2024 CDBG Program Year:

Residential Rehabilitation - \$120,076

This project offers grants and loans to owner-occupied residential property owners (including mobile homes) for emergency repairs, improvements to substandard properties, corrections to code violations, seismic retrofits, and lead-based paint and asbestos hazard evaluations and remediation. A wide range of exterior and interior

repairs are eligible for funding including plumbing, electrical, roofing, heating, ventilation, air conditioning upgrades, handicap accessibility ramps, and energy efficiency upgrades such as water heaters and windows. To be eligible, owners must qualify as low or moderate income under HUD guidelines. Grants up to a maximum of \$15,000 will be available to eligible homeowners. It is anticipated that approximately eight grants will be completed under this program. There continues to be high demand for the Residential Rehabilitation Program and approximately 25 prospective applicants are on the program waiting list.

FISCAL IMPACT/SOURCE OF FUNDING:

For planning purposes, the City's CDBG estimated annual allocation for the upcoming 2023-2024 Program Year will be approximately \$120,076.

REQUESTED ACTION:

Conduct a public hearing on the proposed projects and budget for the 2023-2024 Community Development Block Grant (CDBG) Program Year. Upon consideration of the public testimony and discussion of relevant issues, adopt Resolution No. 2022-1820 approving the allocation of 2023-2024 CDBG funds.

ATTACHMENT:

Resolution Number 2022-1820

**ITEM 11 ATTACHMENT
RESOLUTION NO. 2022-1820**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
CALABASAS, CALIFORNIA, APPROVING PROJECTS FOR
THE 49TH PROGRAM YEAR (2023-2024) COMMUNITY
DEVELOPMENT BLOCK GRANT (CDBG) FUNDING.**

WHEREAS, on August 22, 1974, the President of the United States signed into law the Housing and Community Development Act of 1974; and

WHEREAS, the primary goals of Title I of the Act are the development of viable urban communities by providing decent housing and a suitable living environment, and expanding economic opportunities, principally for persons of low and moderate income; and

WHEREAS, the City of Calabasas estimates receiving \$120,076 in federal CDBG funds to further the attainment of these goals during Fiscal Year 2023-2024; and

WHEREAS, the City conducted a public hearing on November 9, 2022, to solicit comments and suggestions from the community for the utilization of these funds.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Calabasas hereby resolves as follows:

SECTION 1: That the City of Calabasas desires to fund eligible CDBG projects with 49th Program Year Funds.

SECTION 2: That City staff is hereby directed to submit to Los Angeles County Development Authority, through this document, the City's intent to approve and fund CDBG projects.

SECTION 3: That City staff is hereby directed to prepare and submit documentation required for the approval and implementation of 49th Program Year CDBG projects.

SECTION 4: That City staff is hereby authorized to perform modifications to approved projects as required to conform to CDBG requirements, and to provide for the expedient expenditure of funds.

SECTION 5: That for planning purposes, the City's CDBG estimated annual allocation for the upcoming 2023-2024 Program Year will be approximately \$120,076 and that those funds will be utilized to rehabilitate qualified homes in Calabasas.

SECTION 6: That notice of the public hearing was posted and advertised pursuant to applicable federal, state, and local laws.

SECTION 7: The City Clerk shall certify to the adoption of this resolution and shall cause the same to be processed in the manner required by law, and said copy to be submitted to the Los Angeles County Development Authority.

PASSED, APPROVED AND ADOPTED this 9th day of November 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: NOVEMBER 2, 2022

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: KINDON MEIK, CITY MANAGER
MICHAEL KLEIN, COMMUNITY DEVELOPMENT DIRECTOR
GLENN MICHITSCH, SENIOR PLANNER

SUBJECT: ADOPTION OF AN ENVIRONMENTALLY SUSTAINABLE
PROCUREMENT POLICY

MEETING DATE: NOVEMBER 9, 2022

SUMMARY RECOMMENDATION:

That the City Council approve Resolution No. 2022-1824, adopting an Environmentally Sustainable Procurement policy for the City of Calabasas.

BACKGROUND:

The City of Calabasas has always been a leader in environmental stewardship. With the understanding that global warming is a real issue with real consequences, and that reducing our environmental impact has a positive effect on public safety, health, and quality of life, the City has adopted a number of policies and regulations to help reduce, eliminate and even reverse a number of environmentally impactful trends. Notable policies and regulations include, but are not limited to:

- Green Building Ordinance
- Meet or exceed the State's 50% solid waste diversion rate goal
- Electronic waste recycling
- Participation in the Clean Power Alliance
- Polystyrene Ban

Similarly, the State of California has also recognized the need to address critical negative environmental and health-related trends related to global warming through

the passage of numerous legislative bills, including AB 32 and SB 32 which sets statewide carbon reduction targets.

Relatedly, to address air pollution, water pollution, and landfill capacity, the State passed the California Integrated Waste Management Act (AB 939) in 1989, which requires each jurisdiction in the State to divert 50% of its solid waste from landfills by December 31, 2000, and to maintain that rate in subsequent years. To help achieve this, the City has set up a number of community wide recycling programs including electronic waste collection, and mandated construction and demolition waste collection and recycling. Currently, the City is achieving a diversion rate of 52.5% (2021).

DISCUSSION/ANALYSIS:

Although significantly rooted in helping to meet the waste reduction goals of AB 939, the subject Environmentally Sustainable Procurement policy is designed to have other positive environmental benefits as well, including:

- Conservation of natural resources
- Reduction of greenhouse gases
- Decreased air pollution
- Reduction in energy and water use
- Supports strong recycling markets
- Reducing or eliminating exposure to environmental toxins
- Increasing use and availability of environmentally preferable products
- Rewards manufacturers and vendors that reduce environmental impacts
- Creates a successful model to encourage other businesses in the community to follow sustainable business practices

The proposed Environmentally Sustainable Procurement policy addresses the way the City conducts its business. The policy is primarily related to goods, materials and equipment purchases by the City, but also addresses equipment operation, contracted services, and the way contracted service providers operate. The City already practices a number of these policies. Some examples include purchasing printing paper and other paper goods with recycled content, purchasing disposable tableware that is recyclable and/or compostable, using integrated pest management practices for landscape areas, use of alternative fuel vehicles, a janitorial contract that specifies use of environmentally friendly (and safe) products and equipment, and landscape maintenance contracts that specify use of electric power tools (to the extent practicable). If adopted, the Environmentally Sustainable Purchasing policy will ensure continuation of these practices, and will better define and expand upon those practices. The policy is designed to require City staff to implement as

rigidly as possible. However, the policy is also designed with some built-in flexibility. If staff members responsible for procuring goods and services cannot find a responsive product or service, the staff member must request and receive a waiver from the policy administrator, in this case, the City Manager or designee. It is important the policy maintain some flexibility because not all products the City requires are made with sustainability in mind. This is mostly because market demand for more environmentally-friendly products is increasing at a fairly slow rate. To this end, not every product the City will need to purchase, or service the City will procure will be able to meet all of these standards, and wholly inflexible standards may result in the City failing to procure a necessary product or service, drive away bidders for some services, and/or unreasonably drive up costs for needed services. However, City staff can implement this policy to the best of what is commercially available, with the hope that the marketplace continues to improve with regard to sustainability.

Adoption of an Environmentally Sustainable Procurement policy has a number of other benefits. These include benefits to human health (resulting in increased worker productivity), and cost savings associated with increased efficiencies in water and electricity usage (e.g. energy efficient light bulbs, energy star appliances, low-flow faucets, toilets, and urinals), and rebate programs. An adopted policy also qualifies the City to apply for a number of CalRecycle annual grant programs. Finally, adoption of a policy helps create increased market demand for sustainable products and services, potentially resulting in decreased future costs.

Implementation of the Environmentally Sustainable Procurement policy will occur through the City Manager or his or her designee(s), and will require development of a training program (for those staff positions tasked with procuring goods and services and/or writing specifications within requests for proposals for services), and development of a system to periodically evaluate and report on the program's outcomes and overall success.

FISCAL IMPACT/SOURCE OF FUNDING:

The program's initial implementation will involve a one-time expenditure of an estimated 96 staff hours to develop and implement a training program. Long term operational staff commitments include an estimated 4 hours per week for ongoing product research, communication with manufacturers, and tracking of purchases (208 hours annually), and a program evaluation at an estimated 40 hours annually to synthesize purchase data and draft a summary report. In total, the ongoing operational cost of this program will be approximately 0.12 FTE annually. Implementation of this program will also involve greater annual expenditures on supplies, equipment and contract services due to the higher costs typically associated with more environmentally friendly goods, and the operational

requirements of more environmentally friendly machinery. Staff is currently exploring other funding mechanisms, such as use of the City's AB 939 fund (i.e. trash collection tax) to potentially off-set cost premiums associated with implementation of this policy.

REQUESTED ACTION:

That the City Council approve Resolution No. 2022-1824, adopting an Environmentally Sustainable Procurement policy for the City of Calabasas.

ATTACHMENTS:

Attachment A: City Council Resolution No. 2022-1824

Attachment B: Draft Environmentally Sustainable Procurement Policy (Exhibit A of City Council Resolution No. 2022-1824)

**ITEM 12 ATTACHMENT A
RESOLUTION NO. 2022-1824**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
CALABASAS, CALIFORNIA, ADOPTING AN
ENVIRONMENTALLY SUSTAINABLE PROCUREMENT
POLICY.**

WHEREAS, the City of Calabasas recognizes its requirement to implement various State mandates for waste stream and carbon emission reduction, including AB939, AB 32 and SB 32; and

WHEREAS, the City of Calabasas recognizes that the products and services the City buys create environmental, human health, and economic impacts, and that procurement decisions should reflect the City's ongoing commitment to sustainability; and

WHEREAS, the City Council desires to institute practices that conserve natural resources, reduce greenhouse gases, decrease air pollution, reduce water and energy use, reduce or eliminate exposure to environmental toxins, support strong recycling markets, increase use and availability of environmentally preferable products, reward manufacturers and vendors that reduce environmental impacts, and create a successful model to encourage other businesses in the community to follow sustainable business practices; and

WHEREAS, the City Council of the City of Calabasas desires to adopt an Environmentally Sustainable Procurement policy.

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

SECTION 1. That the City of Calabasas desires to adopt an Environmentally Sustainable Procurement policy.

SECTION 2. That the Environmentally Sustainable Procurement policy is set out in Exhibit A, attached hereto, is hereby adopted and shall become effective immediately.

SECTION 3. That the City Manager or designee shall take all necessary actions to implement and enforce the Environmental Sustainable Purchasing policy.

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

PASSED, APPROVED AND ADOPTED, this 9th day of November 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

(EXHIBIT A)**ENVIRONMENTALLY SUSTAINABLE
PROCUREMENT POLICY
CITY OF CALABASAS****1.0 STATEMENT OF POLICY**

The City of Calabasas recognizes its role as a leader with regard to environmental stewardship, and reinforces its continued commitment to the environment through adoption of this Environmentally Sustainable Procurement Policy. It shall be the policy of the City of Calabasas to:

- institute practices that reduce waste by increasing product efficiency and effectiveness;
- purchase products that most effectively minimize negative environmental impacts over their lifecycle of manufacturing, transportation, use, and recycling and/or disposal;
- purchase products that both reduce or eliminate toxic materials and pollution, and minimize the exposure of workers and the community to toxic materials, pollution, and their related hazards, and
- purchase products with environmentally preferable characteristics, which include products containing recycled content, and that can be reused or recycled, are durable and long-lasting, minimize waste generation and releases of pollutants, conserve energy and water, use agricultural fibers and residues, reduce greenhouse gas emissions, use renewable forms of energy such as bio-based fuels, solar and wind power, use wood from sustainably harvested forests, and use products that have no hazardous or toxic chemicals, such as ones that use unbleached or chlorine free manufacturing processes, or are lead-free and mercury-free.
- when procuring City-related services from outside vendors, give priority to vendors who use products with environmentally preferable characteristics and employ similar sustainable practices in administering their contracted services to the greatest extent practicable.

2.0 PURPOSE

This Policy is adopted to:

- conserve natural resources,
- reduce greenhouse gas emissions,
- minimize environmental impacts such as pollution and use of water and energy,
- eliminate or reduce exposure to environmental toxins and pollution,
- support strong recycling markets,
- reduce materials that are landfilled,
- increase the use and availability of environmentally preferable products that protect the environment,
- identify environmentally preferable products and distribution systems,
- reward manufacturers and vendors that reduce environmental impacts in their production and distribution systems or services,
- create a model for successfully purchasing environmentally preferable products that encourages other purchasers in our community to adopt similar goals.

3.0 SPECIFICATIONS**3.1 Source Reduction**

- 3.1.1 The City of Calabasas shall institute practices that reduce waste and result in purchasing fewer products, but without reducing safety or workplace quality.

- 3.1.2 The City of Calabasas shall purchase remanufactured products such as toner cartridges, tires, furniture, equipment and automotive parts whenever practicable, but without reducing safety, quality or effectiveness.
- 3.1.3 The City of Calabasas shall require all equipment bought after the adoption of this Policy to be compatible with source reduction goals as referred to in this section (3.1).
- 3.1.4 The City of Calabasas shall purchase products that are durable, long lasting, reusable or refillable, or compostable.
- 3.1.5 The City of Calabasas shall request vendors to eliminate packaging or use the minimum amount necessary for product protection to the greatest extent practicable.
- 3.1.6 Packaging that is reusable, recyclable or compostable shall be utilized when practical uses and programs exist.
- 3.1.7 Vendors shall be encouraged to take back and reuse pallets and other shipping and packaging materials.
- 3.1.8 The City of Calabasas shall include provisions in contracts with suppliers of non-electronic equipment that require suppliers to take back equipment for reuse or environmentally safe recycling when [organization] discards or replaces such equipment, to the greatest extent practicable.
- 3.1.9 All documents shall be printed and copied on both sides to reduce the use and purchase of paper.
- 3.1.10 Reduce/eliminate paper waste by encouraging the City Council, and all other Boards and Commissions, to receive agenda packets in electronic form.

3.2 Recycled Content Products

- 3.2.1 All products for which the United States Environmental Protection Agency (U.S. EPA) has established minimum recycled content standard guidelines, such as those for printing paper, office paper, janitorial paper, construction, landscaping, parks and recreation, transportation (including signs, traffic cones, channelizers, delineators, parking stops and barricades), vehicles, miscellaneous, and non-paper office products, shall contain the highest postconsumer content practicable, but no less than the minimum recycled content standards established by the U.S. EPA Guidelines.
- 3.2.2 All purchased copiers and printers shall be compatible with the use of recycled content and remanufactured products.
- 3.2.3 In accordance with California Public Contract Code, Sec. 10409, the City of Calabasas shall purchase re-refined lubricating and industrial oil for use in its vehicles and other equipment, as long as it is certified by the American Petroleum Institute (API) as appropriate for use in such equipment.
- 3.2.4 When specifying asphalt concrete, aggregate base or portland cement concrete for road construction projects, the City of Calabasas shall use recycled, reusable or reground materials to the extent practicable.

3.3 Energy and Water Savings

- 3.3.1 Where applicable, energy-efficient equipment with the most up-to-date energy efficiency functions shall be purchased. This includes, but is not limited to, high efficiency space heating and high efficiency space cooling equipment.

- 3.3.2 The City of Calabasas shall replace inefficient interior lighting with energy-efficient equipment.
- 3.3.3 The City of Calabasas shall replace inefficient exterior lighting, street lighting and traffic signal lights with energy-efficient equipment.
- 3.3.4 All products purchased by the City of Calabasas and for which the U. S. EPA Energy Star certification is available shall meet Energy Star certification when practicable. When Energy Star labels are not available, the City of Calabasas shall choose energy-efficient products that are in the upper 25% of energy efficiency as designated by the Federal Energy Management Program.
- 3.3.5 The City of Calabasas shall purchase water-saving products. This includes, but is not limited to, high-performance fixtures such as toilets, low-flow faucets and aerators, and upgraded irrigation systems.

3.4 Green Building - Construction and Renovations (pick one of the following)

- 3.4.1 All new building construction and significant renovations undertaken by City of Calabasas shall follow Green Building Practices for design, construction, and operation as described in the LEED™ Rating System for New Construction and Major Renovations, where appropriate. (self-policing)
- 3.4.2 All new building construction and significant renovations undertaken by City of Calabasas shall achieve the equivalent of a (Platinum/Gold/Silver/Certified Rating) for design, construction, and operation as described in the LEED™ Rating System for New Construction and Major Renovations, where appropriate. (self-certifying)
- 3.4.3 All new building construction and significant renovations undertaken by City of Calabasas shall submit and achieve a (Platinum/Gold/Silver/Certified Rating) for design, construction, and operation as described in the LEED™ Rating System for New Construction and Major Renovations, where appropriate. (involves submitting to USGBC/GBCI for actual certification)
- 3.4.4 All new building construction and significant renovations undertaken by the City of Calabasas shall meet the requirements of the State Green Building Code. (already required under State law)

3.5 Landscaping

- 3.5.1 All landscape construction, renovations, and maintenance performed by the City of Calabasas, including employees and contractors providing landscaping services for City of Calabasas, shall employ sustainable landscape management techniques for design, construction and maintenance whenever possible, including, but not limited to, integrated pest management, grasscycling, drip irrigation, mulching, and composting, with procurement and use of mulch and compost that give preference to those produced from regionally generated plant debris and/or food waste programs.
- 3.5.2 In order to minimize waste, plants purchased for use on City-owned and controlled properties should be selected by choosing native species that are appropriate to the microclimate, species that can grow to their natural size in the space allotted to them, and perennials rather than annuals for color. The City shall use native and drought-tolerant plant species that require no or minimal watering once established.
- 3.5.3 Hardscapes and landscape structures constructed of recycled content materials are to be used to the greatest extent practicable. The City of Calabasas shall limit the amount of

impervious surfaces in the landscape. Permeable systems, such as permeable asphalt or pavers, are encouraged for walkways, patios and driveways, where appropriate.

3.6 Toxics and Pollution

- 3.6.1 The City of Calabasas shall purchase, or require janitorial contractors to supply, industrial and institutional cleaning products that contain at least one of the following certifications for environmental preferability and performance: 1) Green Seal, 2) ECOLOGO, 3) Cradle to Cradle, or 4) Safer Choice (US EPA).
- 3.6.2 The City of Calabasas shall purchase, or require janitorial contractors to supply, vacuum cleaners that meet the requirements of the Carpet and Rug Institute “Green Label” Testing Program standards (gold rating when possible), and are capable of capturing 96% of particulates 0.3 microns in size, and operate with a sound level less than 70dBA. Other janitorial cleaning equipment shall be capable of capturing fine particulates, removing sufficient moisture to dry within 24 hours, operating with a sound level less than 70dBA, and using high-efficiency, low-emissions engines.
- 3.6.3 The use of chlorofluorocarbon and halon-containing refrigerants, solvents and other products shall be phased out, and new purchases of heating/ventilating/air conditioning, refrigeration, insulation and fire suppression systems shall not contain them.
- 3.6.4 All surfactants and detergents shall be readily biodegradable and shall not contain phosphates.
- 3.6.5 When maintaining buildings and landscapes, the City of Calabasas shall manage pest problems through prevention and physical, mechanical and biological controls. City of Calabasas may either adopt and implement an organic pest management policy with related practices or adopt and implement an Integrated Pest Management (IPM) policy and related practices using the least toxic pest control (i.e. pesticides) as a last resort.
- 3.6.6 When maintaining buildings and landscapes, the City of Calabasas shall utilize tools powered by electricity (or other less-polluting alternative fuels) when commercially available, comparable in cost to equivalent gasoline- or diesel-powered products, and able to adequately perform the required tasks, to the extent practicable.
- 3.6.7 When maintaining buildings, the City of Calabasas shall use products with the lowest amount of volatile organic compounds (VOCs), highest recycled content, and low or no formaldehyde when practicable when purchasing materials such as paint, carpeting, adhesives, furniture and casework.
- 3.6.8 The City of Calabasas shall reduce or eliminate its use of products that contribute to the formation of dioxins and furans. This includes, but is not limited to:
- Purchasing paper, paper products, and janitorial paper products that are unbleached or processed without chlorine or chlorine derivatives.
 - Prohibiting purchase of products that use polyvinyl chloride (PVC) such as, but not limited to, office binders, furniture, flooring, and medical supplies.
- 3.6.9 The City of Calabasas shall purchase products and equipment with no lead or mercury. For products containing lead or mercury, the City of Calabasas shall give preference to those products with lower quantities of these metals and to vendors with established lead and mercury recovery programs.
- 3.6.10 The City of Calabasas shall specify that desktop computers, notebooks, monitors, mobile phones, photovoltaic modules, inverters, televisions and servers purchased meet, at a minimum, all Electronic Product Environmental Assessment Tool (EPEAT) environmental

criteria designated as “required” as contained in the IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products.

- 3.6.11 When replacing vehicles, the City of Calabasas shall procure less-polluting alternatives to pure gasoline and/or diesel burning vehicles such as ones that use compressed natural gas, biobased fuels, hybrids, electric batteries, and fuel cells, as available.

3.7 Forest Conservation

- 3.7.1 The City of Calabasas shall not procure wood products such as lumber and paper that originate from forests harvested in an environmentally unsustainable manner. The City of Calabasas shall give preference to wood and paper products that are certified to be sustainably harvested by a comprehensive, performance-based certification system. The certification system shall include independent third-party audits, with standards equivalent to, or stricter than, those of the Forest Stewardship Council (FSC) certification.
- 3.7.2 The City of Calabasas encourages the purchase or use of previously used or salvaged wood and wood products whenever practicable.

3.8 Bio-Based Products

- 3.8.1 Vehicle fuels made from non-wood, plant-based contents such as vegetable oils are encouraged whenever practicable.
- 3.8.2 Paper, paper products and construction products made from non-wood, plant-based contents such as agricultural crops and residues are encouraged whenever practicable.
- 3.8.3 Bio-based plastic products that are biodegradable and compostable, such as bags, film, food and beverage containers, and cutlery, are encouraged whenever practicable.
- 3.8.4 Compostable plastic products purchased shall meet American Society for Testing and Materials (ASTM) standards as found in ASTM D6400-04. Biodegradable plastics used as coatings on paper and other compostable substrates shall meet ASTM D6868-03 standards.
- 3.8.5 Proof of compliance with ASTM standards for compostable, biodegradable, and degradable plastic products shall be provided by vendors of such products upon request. One acceptable proof of compliance for compostable plastic products will be certification by the Biodegradable Products Institute (BPI).

4.0 PRIORITIES (we can add, subtract or choose different language)

- 4.1 In implementing this Policy, the health and safety of workers and citizens are of utmost importance and takes precedence over all other policies.
- 4.2 Notwithstanding Policy 4.1, the procurement of all goods and services by the City shall meet these guidelines. In the instances where procurement of goods and services cannot meet these guidelines due to lack of commercial availability, unreasonable cost, inadequate performance, or if strict application of these guidelines would deter bidders or unreasonably drive up costs for providing contracted services, the administrator of this policy shall have the authority to issue a waiver of these requirements.
- 4.3 The City of Calabasas has made significant investments in developing a successful recycling system and recognizes that recycled content products are essential to the continuing viability of that recycling system and for the foundation of an environmentally sound production system. Therefore, recycled content shall be included in products that also meet other specifications, such as chlorine-free or bio-based.

- 4.4 Nothing contained in this Policy shall be construed as requiring a department, purchaser or contractor to procure products or services that do not perform adequately for their intended use, exclude adequate competition, or are not available at a reasonable price in a reasonable period of time.
- 4.4 Nothing contained in this Policy shall be construed as requiring the City of Calabasas, department, purchaser or contractor to take any action that conflicts with local, state or federal requirements.

5.0 IMPLEMENTATION

- 5.1 The City Manager, or his or her designee shall be the administrator of this Policy, and implement this Policy in coordination with other appropriate City of Calabasas personnel.
- 5.2 To ensure successful implementation of this Policy, the City Manager, or his or her designee shall develop a training program and provide training for all employees responsible for procuring products and services for the City of Calabasas.
- 5.3 As applicable, successful bidders shall certify in writing that the environmental attributes claimed in competitive bids are accurate. In compliance with State law, vendors shall be required to specify the minimum or actual percentage of recovered and postconsumer material in their products, even when such percentages are zero.
- 5.4 Upon request, buyers making the selection from competitive bids shall be able to provide justification for product choices that do not meet the environmentally sustainable purchasing criteria in this policy.
- 5.5 Purchasers shall emphasize and give priority to businesses that have achieved certification by the California Green Business Network, or other recognized organization that reviews and certifies businesses for sustainable business practices, in requests for products and services.
- 5.6 Vendors, contractors and grantees shall be encouraged to comply with applicable sections of this Policy for products and services provided to the City of Calabasas where practicable.

6.0 PROGRAM EVALUATION

- 6.1 The City Manager, or his or her designee shall periodically evaluate the success of this policy's implementation.

7.0 DEFINITIONS

- 7.1 "American Society for Testing and Materials" means ASTM International, an open forum for the development of high quality, market-relevant international standards used around the globe.
- 7.2 "Bio-Based Products" means commercial or industrial products (other than food or feed) that utilize agricultural crops or residues but does not include products made from forestry materials.
- 7.3 "Biodegradable plastic" means the degradation of the plastic must occur as a result of the action of naturally occurring microorganisms.
- 7.4 "Biodegradable Products Institute" (BPI) is a multi-stakeholder association of key individuals and groups from government, industry and academia, which promotes the use, and recycling of biodegradable polymeric materials (via composting). BPI does not create standards but certifies products that demonstrate they meet the requirements in ASTM D6400 or D6868, based on testing in an approved laboratory.

- 7.7 “Buyer” means anyone authorized to purchase or contract for purchases on behalf of the City of Calabasas or its subdivisions.
- 7.8 “The Carpet and Rug Institute” (CRI) is the national trade association representing the carpet and rug industry. CRI has developed and administers the “Green Label” indoor air quality testing and labeling program for carpet, adhesives, cushion materials and vacuum cleaners. The “Green Label Plus” testing program is recognized by the U.S. Environmental Protection Agency and incorporates testing standards that ensure that consumers are purchasing the lowest emitting products available on the market.
- 7.9 “Certified Green Business” means a business that has achieved certification by the California Green Business Network, and is currently listed in their approved network of green businesses.
- 7.10 “Chlorine-free” means products processed without chlorine or chlorine derivatives.
- 7.11 “Compostable plastic” means plastic that is biodegradable during composting to yield carbon dioxide, water and inorganic compounds and biomass, at a rate consistent with other known compostable materials and leaves no visually distinguishable or toxic residues.
- 7.12 “Contractor” means any person, group of persons, business, consultant, designing architect, association, partnership, corporation, supplier, vendor or other entity that has a contract with City of Calabasas or serves in a subcontracting capacity with an entity having a contract with City of Calabasas for the provision of goods or services.
- 7.13 “Cradle to Cradle” is a product certification system created by the Cradle to Cradle Products Innovation Institute that evaluates products with science-based measures to ensure those products are safe, circular, and made responsibly, and includes a product evaluation with respect to material health, product circularity, clean air and climate protection, water and soil stewardship, and social fairness.
- 7.14 “Degradable plastic” means plastic that undergoes significant changes in its chemical structure under specific environmental conditions.
- 7.15 “Dioxins and furans” are a group of chemical compounds that are classified as persistent, bioaccumulative, and toxic by the Environmental Protection Agency.
- 7.16 “EcoLogo” is a product labeling system based on Environment Canada’s Environmental Choice program that utilizes independent third party verification to ensure products meet or exceed strict government, industrial safety, and environmental performance standards.
- 7.17 “Energy Star” means the U.S. Environmental Protection Agency’s energy efficiency product labeling program.
- 7.18 “Energy Efficient Product” means a product that is in the upper 25% of energy efficiency for all similar products, or that is at least 10% more efficient than the minimum level that meets Federal standards.
- 7.19 “Electronic Product Environmental Assessment Tool” (EPEAT) is a procurement tool to help institutional purchasers in the public and private sectors evaluate, compare and select electronic equipment such as desktop computers, notebooks and monitors based on their environmental attributes.
- 7.20 “Federal Energy Management Program” is a program of the Department of Energy that issues a series of *Product Energy Efficiency Recommendations* that identify recommended efficiency levels for energy-using products.

- 7.21 The “Forest Stewardship Council” is a global organization that certifies responsible, on-the-ground forest management according to rigorous standards developed by a broad variety of stakeholder groups.
- 7.22 “Green Building Practices” means a whole-systems approach to the design, construction, and operation of buildings and structures that helps mitigate the environmental, economic, and social impacts of construction, demolition, and renovation. Green Building Practices such as those described in the LEED™ Rating System, recognize the relationship between natural and built environments and seeks to minimize the use of energy, water, and other natural resources and provide a healthy productive environment.
- 7.20 “Green Seal” is an independent, non-profit environmental labeling organization. Green Seal standards for products and services meet the U.S. Environmental Protection Agency’s criteria for third-party certifiers. The Green Seal is a registered certification mark that may appear only on certified products.
- 7.21 “Integrated Pest Management (IPM)” is an ecosystem-based strategy that focuses on long-term prevention of pests or their damage through a combination of techniques such as biological control, habitat manipulation, modification of cultural practices, and use of resistant varieties. Pesticides are used only after monitoring indicates they are needed according to established guidelines, and treatments are made with the goal of removing only the target organism. Pest control materials are selected and applied in a manner that minimizes risks to human health, and are beneficial to non-targeted organisms, and the environment.
- 7.22 “LEED™ Rating System” means the most recent version of the Leadership in Energy and Environmental Design (LEED™) Commercial Green Building Rating System, or other related LEED™ Rating System, approved by the U.S. Green Building Council and designed for rating new and existing commercial, institutional, and high-rise residential buildings.
- 7.23 “Organic Pest Management” prohibits the use and application of toxic chemical pesticides and strives to prevent pest problems through the application of natural, organic horticultural and maintenance practices. All pest control products shall be in keeping with, but not limited to, those products on the approved list of California Certified Organic Foods (CCOF).
- 7.24 "Postconsumer Material" means a finished material that would normally be disposed of as a solid waste, having reached its intended end-use and completed its life cycle as a consumer item, and does not include manufacturing or converting wastes.
- 7.25 “Practical” and “Practicable” mean whenever possible and compatible with local, state and federal law, without reducing safety, quality, or effectiveness and where the product or service is available at a reasonable cost in a reasonable period of time.
- 7.26 “Preconsumer Material” means material or by-products generated after the manufacture of a product is completed but before the product reaches the end-use consumer. Preconsumer material does not include mill and manufacturing trim, scrap, or broke which is generated at a manufacturing site and commonly reused on-site in the same or another manufacturing process.
- 7.27 “Recovered Material” means fragments of products or finished products of a manufacturing process, which has converted a resource into a commodity of real economic value, and includes preconsumer and postconsumer material but does not include excess resources of the manufacturing process.
- 7.28 “Recycled Content” means the percentage of recovered material, including preconsumer and postconsumer materials, in a product.

- 7.29 “Recycled Content Standard” means the minimum level of recovered material and/or postconsumer material necessary for products to qualify as “recycled products.”
- 7.30 “Recycled Product” means a product that meets City of Calabasas’s recycled content policy objectives for postconsumer and recovered material.
- 7.31 “Remanufactured Product” means any product diverted from the supply of discarded materials by refurbishing and marketing said product without substantial change to its original form.
- 7.32 “Reused Product” means any product designed to be used many times for the same or other purposes without additional processing except for specific requirements such as cleaning, painting or minor repairs.
- 7.33 “Safer Choice” is a product labeling system developed and administered by the U.S. Environmental Protection Agency that identifies products that have been evaluated and certified to contain safer chemical ingredients without sacrificing quality and performance.
- 7.34 “Source Reduction” refers to products that result in a net reduction in the generation of waste compared to their previous or alternate version and includes durable, reusable and remanufactured products; products with no, or reduced, toxic constituents; and products marketed with no, or reduced, packaging.
- 7.35 “U.S. EPA Guidelines” means the Comprehensive Procurement Guidelines established by the U.S. Environmental Protection Agency for federal agency purchases as of May 2002 and any subsequent versions adopted.
- 7.36 ““ Water-Saving Products” are those that are in the upper 25% of water conservation for all similar products, or at least 10% more water-conserving than the minimum level that meets the Federal standards.

8.0 EFFECTIVE DATES

- 8.1 This policy shall take effect on _____, 2022.



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Bank: BANK OF AMERICA - CITY OPERATING
Reporting Period: 10/15/2022 to 10/28/2022

Check No.	Check Date	Vendor Name	Check Description	Amount	Department
Administrative Services					
114651	10/24/2022	APPLE ONE	TEMP RECEPTIONIST - GR	1,178.00	Administrative Services
114651	10/24/2022	APPLE ONE	TEMP RECEPTIONIST - GR	1,178.00	Administrative Services
114731	10/28/2022	APPLE ONE	TEMP AGENCY	1,175.55	Administrative Services
114686	10/24/2022	LASERZONE INC	TONER - CITY CLERK	974.51	Administrative Services
114646	10/20/2022	MENDOZA/ANALUZ//	REIMB-CITY CLERK ASSO TRAINING	879.47	Administrative Services
114647	10/21/2022	US BANK	VISA-LCC CONF/MYC	784.31	Administrative Services
114767	10/28/2022	VALLEY NEWS GROUP	PUBLICATIONS	90.00	Administrative Services
114710	10/24/2022	WELLNESSMART	PREEMP PHYSICAL/FINGERPRINT	70.00	Administrative Services
114647	10/21/2022	US BANK	VISA - COGNITO/LIVESCAN	40.00	Administrative Services
114710	10/24/2022	WELLNESSMART	PREEMP PHYSICAL/FINGERPRINT	26.00	Administrative Services
114647	10/21/2022	US BANK	VISA - COGNITO/LIVESCAN	16.00	Administrative Services
Total Amount for 11 Line Item(s) from Administrative Services				\$6,411.84	
Boards and Commissions					
114647	10/21/2022	US BANK	VISA-CONFERENCE/TRAINING	475.00	Boards and Commissions
114664	10/24/2022	CONEJO AWARDS	MYC T-SHIRTS	446.43	Boards and Commissions
114664	10/24/2022	CONEJO AWARDS	MYC BANNER/TBL THROW	341.15	Boards and Commissions
114647	10/21/2022	US BANK	VISA-LCC CONF/MYC	126.54	Boards and Commissions
Total Amount for 4 Line Item(s) from Boards and Commissions				\$1,389.12	
City Attorney					
114757	10/28/2022	RINCON CONSULTANTS INC	LITIGATION SUPP-WEST VILLAGE	1,202.50	City Attorney
Total Amount for 1 Line Item(s) from City Attorney				\$1,202.50	
City Council					
114647	10/21/2022	US BANK	VISA-STORAGE/SUPPLY/REFRESHMNT	1,271.99	City Council
114647	10/21/2022	US BANK	VISA-STORAGE/SUPPLY/REFRESHMNT	367.03	City Council
114647	10/21/2022	US BANK	VISA-STORAGE/SUPPLY/REFRESHMNT	224.00	City Council
114737	10/28/2022	BOZAJIAN/JAMES R.//	STAPLES-PRINTER CARTRIDGES	192.47	City Council
114647	10/21/2022	US BANK	VISA-STORAGE/SUPPLY/REFRESHMNT	100.00	City Council
114764	10/28/2022	THE KEVIN CORDASCO FOUNDATION:	DONATION TO K.CORDASCO FOUNDAT	100.00	City Council
114647	10/21/2022	US BANK	VISA-STORAGE/SUPPLY/REFRESHMNT	25.95	City Council



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Check No.	Check Date	Vendor Name	Check Description	Amount	Department
Total Amount for 7 Line Item(s) from City Council				\$2,281.44	
City Management					
114647	10/21/2022	US BANK	VISA-STORAGE/SUPPLY/REFRESHMNT	918.25	City Management
114647	10/21/2022	US BANK	VISA - LCC ANN CONFERENCE	658.96	City Management
114647	10/21/2022	US BANK	VISA-STORAGE/SUPPLY/REFRESHMNT	29.06	City Management
114647	10/21/2022	US BANK	VISA - RALPHS	14.96	City Management
Total Amount for 4 Line Item(s) from City Management				\$1,621.23	
Civic Center O&M					
114754	10/28/2022	MESA ENERGY SYSTEMS IN	HVAC DIAG. REPAIR	871.67	Civic Center O&M
114770	10/28/2022	WAXIE SANITARY SUPPLY	JANITORIAL SUPPLIES	794.76	Civic Center O&M
114647	10/21/2022	US BANK	VISA-FUEL, MAINT SUPPLIES,SMOG	586.72	Civic Center O&M
114754	10/28/2022	MESA ENERGY SYSTEMS IN	HVAC DIAG. REPAIR	521.66	Civic Center O&M
114676	10/24/2022	GROWING ROOTS	CH PLANT SERVICES	500.00	Civic Center O&M
114676	10/24/2022	GROWING ROOTS	LIBRARY PLANT SERVICES	250.00	Civic Center O&M
114647	10/21/2022	US BANK	VISA-BAGMASTERS/AIB/HOMEDPT	238.71	Civic Center O&M
114672	10/24/2022	G & F LIGHTING SUPPLY CO.	CITY HALL LIGHTING	195.11	Civic Center O&M
114647	10/21/2022	US BANK	VISA-HOME DEPOT/FUEL/OAKSTONE	162.01	Civic Center O&M
114647	10/21/2022	US BANK	VISA-HOME DEPOT/FUEL/OAKSTONE	149.97	Civic Center O&M
114675	10/24/2022	GRAINGER	HVAC FILTERS CH/LIBRARY	97.38	Civic Center O&M
114675	10/24/2022	GRAINGER	HVAC FILTERS CH/LIBRARY	97.38	Civic Center O&M
114675	10/24/2022	GRAINGER	HVAC FILTERS CH/LIBRARY	33.03	Civic Center O&M
114675	10/24/2022	GRAINGER	HVAC FILTERS CH/LIBRARY	33.02	Civic Center O&M
114647	10/21/2022	US BANK	VISA-FUEL, MAINT SUPPLIES,SMOG	22.15	Civic Center O&M
Total Amount for 15 Line Item(s) from Civic Center O&M				\$4,553.57	
Community Development					
114753	10/28/2022	M6 CONSULTING, INC.	9/22 PERMIT TECH	17,081.25	Community Development
114753	10/28/2022	M6 CONSULTING, INC.	9/22 INSPECTORS	11,478.13	Community Development
114742	10/28/2022	DAPEER, ROSENBLIT & LITVAK	PROSECUTOR	8,268.82	Community Development
114647	10/21/2022	US BANK	VISA-BAGMASTERS/AIB/HOMEDPT	7,858.72	Community Development
114713	10/25/2022	CALABASAS CREST LTD	RENTAL ASSISTANCE	7,686.00	Community Development
114744	10/28/2022	DUDEK	CONTRACT PLANNING SVCS	6,552.50	Community Development
114702	10/24/2022	TOPCON SOLUTIONS INC.	SOFTWARE	2,909.00	Community Development



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Check No.	Check Date	Vendor Name	Check Description	Amount	Department
114651	10/24/2022	APPLE ONE	TEMP ADMIN ASST - MR	1,280.00	Community Development
114731	10/28/2022	APPLE ONE	TEMP STAFF - ADMIN ASST	1,280.00	Community Development
114647	10/21/2022	US BANK	VISA-FUEL, APA CONF/GREENBUILT	799.00	Community Development
114647	10/21/2022	US BANK	VISA-FUEL, APA CONF/GREENBUILT	675.00	Community Development
114742	10/28/2022	DAPEER, ROSENBLIT & LITVAK	PROSECUTOR	337.50	Community Development
114726	10/25/2022	PLACENCIO/JOLENE//	RENTAL ASSISTANCE	262.00	Community Development
114729	10/25/2022	YAZDINIAN/SUSAN//	RENTAL ASSISTANCE	262.00	Community Development
114715	10/25/2022	CUSATO/JUDITH//	RENTAL ASSISTANCE	262.00	Community Development
114716	10/25/2022	FLEYSHMAN/ALBERT//	RENTAL ASSISTANCE	262.00	Community Development
114719	10/25/2022	HARWOOD/KIM//	RENTAL ASSISTANCE	262.00	Community Development
114723	10/25/2022	MCCUNE/SHANNON//	RENTAL ASSISTANCE	262.00	Community Development
114724	10/25/2022	MEDVETSKY/LINA//	RENTAL ASSISTANCE	262.00	Community Development
114647	10/21/2022	US BANK	VISA-CONFERENCE/TRAINING	190.00	Community Development
114647	10/21/2022	US BANK	VISA-CONFERENCE/TRAINING	152.96	Community Development
114762	10/28/2022	STAPLES	MOUSE FOR ANGELA	117.65	Community Development
114762	10/28/2022	STAPLES	LABELS & ENVELOPES	111.13	Community Development
114647	10/21/2022	US BANK	VISA-CONFERENCE/TRAINING	45.45	Community Development
114762	10/28/2022	STAPLES	PENS FOR MICHAEL	35.03	Community Development
114762	10/28/2022	STAPLES	PUBLIC COUNTER SUPPLIES	28.25	Community Development
114647	10/21/2022	US BANK	VISA-CONFERENCE/TRAINING	15.74	Community Development
Total Amount for 27 Line Item(s) from Community Development				\$68,736.13	

Community Services

114730	10/28/2022	A RENTAL CONNECTION	PUMPKIN FEST. EQUIP & SETUP	10,561.24	Community Services
114766	10/28/2022	UNITED SITE SERVICES OF CA INC	RESTROOM & SINK RENTALS P.F.	7,555.53	Community Services
114730	10/28/2022	A RENTAL CONNECTION	PUMPKIN FEST. EQUIP & SETUP	7,193.39	Community Services
114694	10/24/2022	NEWBURY PARK TREE SERVICE INC	9/22 LANDSCAPE MAINT	3,404.60	Community Services
114647	10/21/2022	US BANK	VISA-STORAGE/PUMPKIN FEST	3,061.04	Community Services
114746	10/28/2022	FENCE FACTORY	PUMKIN FEST. FENCING	1,575.00	Community Services
114731	10/28/2022	APPLE ONE	EXEC ASST.	1,472.00	Community Services
114731	10/28/2022	APPLE ONE	EXCEL ASST PAY	1,472.00	Community Services
114759	10/28/2022	SECURAL SECURITY CORP	RADIO RENTAL PF	1,470.00	Community Services
114647	10/21/2022	US BANK	VISA-PUMP FEST/FIRSTAID TRAIN	1,189.45	Community Services
114647	10/21/2022	US BANK	VISA-STORAGE/PUMPKIN FEST	1,000.00	Community Services
114754	10/28/2022	MESA ENERGY SYSTEMS IN	HVAC DIAG. REPAIR	871.67	Community Services
114647	10/21/2022	US BANK	VISA-STORAGE/PUMPKIN FEST	823.00	Community Services
114770	10/28/2022	WAXIE SANITARY SUPPLY	JANITORIAL SUPPLIES	794.76	Community Services



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Check No.	Check Date	Vendor Name	Check Description	Amount	Department
114770	10/28/2022	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	714.75	Community Services
114647	10/21/2022	US BANK	VISA-PUMP FEST/FIRSTAID TRAIN	686.71	Community Services
114647	10/21/2022	US BANK	VISA - FUEL/HOME DEPOT/DIY CEN	676.10	Community Services
114647	10/21/2022	US BANK	VISA - INSTLOC GOV	625.00	Community Services
114647	10/21/2022	US BANK	VISA-STORAGE/PUMPKIN FEST	624.12	Community Services
114647	10/21/2022	US BANK	VISA-HOME DEPOT/FUEL/OAKSTONE	600.00	Community Services
114647	10/21/2022	US BANK	VISA-FUEL, MAINT SUPPLIES,SMOG	438.45	Community Services
114647	10/21/2022	US BANK	VISA-AMAZON/COFFEE/WALMART	335.66	Community Services
114733	10/28/2022	AT&T	BAN 93910566205 9/22 MO SVC	324.28	Community Services
114743	10/28/2022	DEPARTMENT OF JUSTICE	LIVE SCANS	256.00	Community Services
114657	10/24/2022	BICKELMAN/MELANIE//	FALL22 CLASS INSTRUCTOR	249.20	Community Services
114696	10/24/2022	SCHRADER KOJELIS/ELEANOR//	CLASS INSTRUCTOR-ART HISTORY	232.75	Community Services
114647	10/21/2022	US BANK	VISA-STORAGE/PUMPKIN FEST	201.96	Community Services
114687	10/24/2022	LIFTECH ELEVATOR SERVICES INC	10/22 MO ELEVATOR MAINTENANCE	195.00	Community Services
114647	10/21/2022	US BANK	VISA-FUEL, MAINT SUPPLIES,SMOG	187.00	Community Services
114748	10/28/2022	GROWING ROOTS	CONSTRUCTUAL SERVICE	185.00	Community Services
114766	10/28/2022	UNITED SITE SERVICES OF CA INC	MONTHLY SERVICE	161.90	Community Services
114739	10/28/2022	CLARK PEST CONTROL	MONTHLY SERVICE	158.00	Community Services
114749	10/28/2022	INNER-I ...SECURITY IN FOCUS	BUILDING SECURITY	90.00	Community Services
114747	10/28/2022	FILICE/LANA//	9/22 MILEAGE	79.31	Community Services
114647	10/21/2022	US BANK	VISA-AMAZON/COFFEE/WALMART	70.26	Community Services
114762	10/28/2022	STAPLES	OFFICE SUPPLIES	61.68	Community Services
114762	10/28/2022	STAPLES	ADMIN OFFICE SUPPLIES	51.22	Community Services
114647	10/21/2022	US BANK	VISA-AMAZON/COFFEE/WALMART	45.00	Community Services
114690	10/24/2022	MELTON/HEATHER//	REIMB-PUMPKIN FEST	31.84	Community Services
114675	10/24/2022	GRAINGER	HVAC FILTERS	21.38	Community Services
114647	10/21/2022	US BANK	VISA-PUMP FEST/FIRSTAID TRAIN	19.91	Community Services
114647	10/21/2022	US BANK	VISA-STORAGE/PUMPKIN FEST	19.66	Community Services
114762	10/28/2022	STAPLES	ADMIN OFFICE SUPPLIES	19.11	Community Services
114670	10/24/2022	FERRARA/MALEA//	9/22 MILEAGE-MF	18.13	Community Services
114647	10/21/2022	US BANK	VISA-PUMP FEST/FIRSTAID TRAIN	17.51	Community Services

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

\$49,840.57

Finance

114738	10/28/2022	BRINK'S INCORPORATED	10/22 BANK SERVICE	279.47	Finance
114738	10/28/2022	BRINK'S INCORPORATED	9/22 BANK SERVICE EXCESS	145.64	Finance
114647	10/21/2022	US BANK	VISA - MEETING	93.00	Finance



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Total Amount for 3 Line Item(s) from Finance				\$518.11	
Library					
114656	10/24/2022	BIBLIOTHECA, LLC	E-AUDIOBOOKS	997.46	Library
114656	10/24/2022	BIBLIOTHECA, LLC	E-BOOKS	986.91	Library
114656	10/24/2022	BIBLIOTHECA, LLC	E-AUDIOBOOKS	982.33	Library
114656	10/24/2022	BIBLIOTHECA, LLC	E-AUDIOBOOKS	977.39	Library
114656	10/24/2022	BIBLIOTHECA, LLC	E-BOOKS	973.44	Library
114656	10/24/2022	BIBLIOTHECA, LLC	E-AUDIOBOOKS	967.05	Library
114656	10/24/2022	BIBLIOTHECA, LLC	E-AUDIOBOOKS	957.98	Library
114656	10/24/2022	BIBLIOTHECA, LLC	E-AUDIOBOOKS	935.80	Library
114656	10/24/2022	BIBLIOTHECA, LLC	E-BOOKS	802.92	Library
114656	10/24/2022	BIBLIOTHECA, LLC	E-BOOKS	762.86	Library
114656	10/24/2022	BIBLIOTHECA, LLC	E-BOOKS	723.40	Library
114656	10/24/2022	BIBLIOTHECA, LLC	E-BOOKS	705.56	Library
114656	10/24/2022	BIBLIOTHECA, LLC	E-BOOKS	599.67	Library
114736	10/28/2022	BCC	DENTAL & VISION PREMIUM	506.41	Library
114656	10/24/2022	BIBLIOTHECA, LLC	E-BOOKS	503.32	Library
114656	10/24/2022	BIBLIOTHECA, LLC	E-BOOKS	342.99	Library
114656	10/24/2022	BIBLIOTHECA, LLC	E-BOOKS	332.68	Library
114652	10/24/2022	AT&T	BAN-9391055953 TELEPHONE	277.68	Library
114652	10/24/2022	AT&T	BAN-9391055953 TELEPHONE	259.75	Library
114763	10/28/2022	SYNCB AMAZON	ZIP BOOK PROGRAM	259.33	Library
114736	10/28/2022	BCC	10/22 LIFE & DISABILITY INSU	185.47	Library
114736	10/28/2022	BCC	10/22 LIFE & DISABILITY INSU	133.82	Library
114647	10/21/2022	US BANK	VISA-MARMALADE	128.92	Library
114654	10/24/2022	BAKER & TAYLOR, LLC	BOOKS	128.76	Library
114698	10/24/2022	STAPLES	CALENDARS	123.98	Library
114647	10/21/2022	US BANK	VISA-CONTAINERSTORE/AMAZON	110.02	Library
114736	10/28/2022	BCC	DENTAL & VISION PREMIUM	102.11	Library
114680	10/24/2022	INNER-I ...SECURITY IN FOCUS	10-12/22 MO ALARM MONITORING	90.00	Library
114736	10/28/2022	BCC	10/22 LIFE & DISABILITY INSU	89.43	Library
114698	10/24/2022	STAPLES	CALENDARS	59.10	Library
114734	10/28/2022	BAKER & TAYLOR, LLC	BOOKS	33.72	Library
114736	10/28/2022	BCC	10/22 LIFE & DISABILITY INSU	32.18	Library
114698	10/24/2022	STAPLES	DESK CALENDARS	17.51	Library
114647	10/21/2022	US BANK	VISA - POSTAGE	6.67	Library



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114698	10/24/2022	STAPLES	RETURNED CALENDAR	-8.75	Library
Total Amount for 35 Line Item(s) from Library				\$15,087.87	
<u>LMD #22</u>					
114694	10/24/2022	NEWBURY PARK TREE SERVICE INC	TREE TRIMMING	31,595.00	LMD #22
114673	10/24/2022	GAZAN/ROBERT SHANE//	WEED ABATEMENT	15,300.00	LMD #22
114685	10/24/2022	LAS VIRGENES MUNICIPAL WATER	0826-092022 WATER	10,586.50	LMD #22
114705	10/24/2022	VENCO WESTERN, INC.	9/22 LANDSCAPE SERVICE	9,914.21	LMD #22
114673	10/24/2022	GAZAN/ROBERT SHANE//	WEED ABATEMENT	9,800.00	LMD #22
114650	10/24/2022	AMERICAN HERITAGE LANDSCAPE LP	IRRIGATION REPAIR	9,683.00	LMD #22
114694	10/24/2022	NEWBURY PARK TREE SERVICE INC	TREE TRIMMING	7,350.00	LMD #22
114695	10/24/2022	OAK PARK CALABASAS HOA	10/22 LANDSCAPING	7,250.00	LMD #22
114694	10/24/2022	NEWBURY PARK TREE SERVICE INC	TREE TRIMMING	5,980.00	LMD #22
114685	10/24/2022	LAS VIRGENES MUNICIPAL WATER	0826-092022 WATER	5,856.72	LMD #22
114705	10/24/2022	VENCO WESTERN, INC.	IRRIGATION REPAIR	5,426.00	LMD #22
114650	10/24/2022	AMERICAN HERITAGE LANDSCAPE LP	IRRIGATION REPAIR	5,107.00	LMD #22
114705	10/24/2022	VENCO WESTERN, INC.	IRRIGATION REPAIR	5,024.00	LMD #22
114694	10/24/2022	NEWBURY PARK TREE SERVICE INC	TREE TRIMMING	5,000.00	LMD #22
114685	10/24/2022	LAS VIRGENES MUNICIPAL WATER	0726-082422 WATER CHARGES	4,910.59	LMD #22
114661	10/24/2022	CLAIRIDGE HOA	TREE TRIMMING	4,880.00	LMD #22
114705	10/24/2022	VENCO WESTERN, INC.	IRRIGATION REPAIR	4,455.00	LMD #22
114685	10/24/2022	LAS VIRGENES MUNICIPAL WATER	0811-090822 WATER	4,128.98	LMD #22
114694	10/24/2022	NEWBURY PARK TREE SERVICE INC	TREE REMOVAL	3,935.00	LMD #22
114694	10/24/2022	NEWBURY PARK TREE SERVICE INC	TREE TRIMMING	3,835.00	LMD #22
114685	10/24/2022	LAS VIRGENES MUNICIPAL WATER	0826-092022 WATER	3,529.00	LMD #22
114705	10/24/2022	VENCO WESTERN, INC.	IRRIGATION REPAIR	3,527.00	LMD #22
114705	10/24/2022	VENCO WESTERN, INC.	IRRIGATION REPAIR	3,527.00	LMD #22
114685	10/24/2022	LAS VIRGENES MUNICIPAL WATER	0826-092022 WATER	3,377.14	LMD #22
114705	10/24/2022	VENCO WESTERN, INC.	IRRIGATION REPAIR	2,873.00	LMD #22
114705	10/24/2022	VENCO WESTERN, INC.	IRRIGATION REPAIR	2,507.00	LMD #22
114685	10/24/2022	LAS VIRGENES MUNICIPAL WATER	0726-082422 WATER CHARGES	2,231.54	LMD #22
114685	10/24/2022	LAS VIRGENES MUNICIPAL WATER	0826-092022 WATER	2,139.44	LMD #22
114694	10/24/2022	NEWBURY PARK TREE SERVICE INC	TREE TRIMMING	1,955.00	LMD #22
114685	10/24/2022	LAS VIRGENES MUNICIPAL WATER	0826-092022 WATER	1,870.49	LMD #22
114685	10/24/2022	LAS VIRGENES MUNICIPAL WATER	0726-082422 WATER CHARGES	1,562.56	LMD #22
114661	10/24/2022	CLAIRIDGE HOA	PEST CONTROL	1,500.00	LMD #22
114685	10/24/2022	LAS VIRGENES MUNICIPAL WATER	0826-092022 WATER	1,403.95	LMD #22



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114685	10/24/2022	LAS VIRGENES MUNICIPAL WATER	0826-092022 WATER	1,284.31	LMD #22
114661	10/24/2022	CLAIRIDGE HOA	TREE TRIMMING	1,095.00	LMD #22
114694	10/24/2022	NEWBURY PARK TREE SERVICE INC	TREE REMOVAL	975.00	LMD #22
114685	10/24/2022	LAS VIRGENES MUNICIPAL WATER	0826-092022 WATER	900.12	LMD #22
114673	10/24/2022	GAZAN/ROBERT SHANE//	WEED ABATEMENT	900.00	LMD #22
114711	10/24/2022	WESTRIDGE CALABASAS HOA	IRRIGATION SERVICES	818.02	LMD #22
114705	10/24/2022	VENCO WESTERN, INC.	IRRIGATION REPAIR	812.00	LMD #22
114685	10/24/2022	LAS VIRGENES MUNICIPAL WATER	0726-082422 WATER CHARGES	792.46	LMD #22
114650	10/24/2022	AMERICAN HERITAGE LANDSCAPE LP	IRRIGATION REPAIR	787.00	LMD #22
114650	10/24/2022	AMERICAN HERITAGE LANDSCAPE LP	IRRIGATION REPAIR	766.00	LMD #22
114650	10/24/2022	AMERICAN HERITAGE LANDSCAPE LP	IRRIGATION REPAIR	743.00	LMD #22
114705	10/24/2022	VENCO WESTERN, INC.	IRRIGATION REPAIR	702.00	LMD #22
114650	10/24/2022	AMERICAN HERITAGE LANDSCAPE LP	IRRIGATION REPAIR	651.25	LMD #22
114650	10/24/2022	AMERICAN HERITAGE LANDSCAPE LP	IRRIGATION REPAIR	614.50	LMD #22
114705	10/24/2022	VENCO WESTERN, INC.	PEST ABATEMENT	589.00	LMD #22
114705	10/24/2022	VENCO WESTERN, INC.	6/22 PEST AVATEMENT	589.00	LMD #22
114711	10/24/2022	WESTRIDGE CALABASAS HOA	IRRIGATION SERVICES	518.19	LMD #22
114694	10/24/2022	NEWBURY PARK TREE SERVICE INC	TREE TRIMMING	495.00	LMD #22
114685	10/24/2022	LAS VIRGENES MUNICIPAL WATER	0826-092022 WATER	488.59	LMD #22
114650	10/24/2022	AMERICAN HERITAGE LANDSCAPE LP	IRRIGATION REPAIR	420.00	LMD #22
114650	10/24/2022	AMERICAN HERITAGE LANDSCAPE LP	IRRIGATION REPAIR	296.00	LMD #22
114685	10/24/2022	LAS VIRGENES MUNICIPAL WATER	0826-092022 WATER	247.03	LMD #22
114685	10/24/2022	LAS VIRGENES MUNICIPAL WATER	0726-082422 WATER CHARGES	225.65	LMD #22
114685	10/24/2022	LAS VIRGENES MUNICIPAL WATER	0726-082422 WATER CHARGES	177.46	LMD #22
114685	10/24/2022	LAS VIRGENES MUNICIPAL WATER	0726-082422 WATER CHARGES	154.06	LMD #22
114685	10/24/2022	LAS VIRGENES MUNICIPAL WATER	0826-092022 WATER	154.06	LMD #22
114648	10/24/2022	ACCURATE BACKFLOW TESTING	IRRIGATION REPAIR	92.00	LMD #22
114736	10/28/2022	BCC	DENTAL & VISION PREMIUM	67.38	LMD #22
114648	10/24/2022	ACCURATE BACKFLOW TESTING	IRRIGATION REPAIR	57.00	LMD #22
114685	10/24/2022	LAS VIRGENES MUNICIPAL WATER	0811-090822 WATER	45.65	LMD #22
114658	10/24/2022	CALABASAS PARK ESTATES	WEED ABATEMENT INSPECTION	45.05	LMD #22
114736	10/28/2022	BCC	10/22 LIFE & DISABILITY INSU	34.45	LMD #22
114736	10/28/2022	BCC	10/22 LIFE & DISABILITY INSU	22.92	LMD #22
114736	10/28/2022	BCC	10/22 LIFE & DISABILITY INSU	16.61	LMD #22
114736	10/28/2022	BCC	DENTAL & VISION PREMIUM	12.55	LMD #22
114736	10/28/2022	BCC	10/22 LIFE & DISABILITY INSU	5.52	LMD #22



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Total Amount for 69 Line Item(s) from LMD #22				\$208,613.95	
<u>LMD #24</u>					
114653	10/24/2022	AZTECA LANDSCAPE	9/22 LANDSCAPE MAINTENANCE	2,662.11	LMD #24
114653	10/24/2022	AZTECA LANDSCAPE	9/22 LANDSCAPE MAINTENANCE	1,189.25	LMD #24
114685	10/24/2022	LAS VIRGENES MUNICIPAL WATER	0824-092022 WATER	1,101.89	LMD #24
114653	10/24/2022	AZTECA LANDSCAPE	9/22 LANDSCAPE MAINTENANCE	1,061.81	LMD #24
114653	10/24/2022	AZTECA LANDSCAPE	9/22 LANDSCAPE MAINTENANCE	1,057.25	LMD #24
114653	10/24/2022	AZTECA LANDSCAPE	9/22 LANDSCAPE MAINTENANCE	1,007.20	LMD #24
114685	10/24/2022	LAS VIRGENES MUNICIPAL WATER	0824-092022 WATER	582.58	LMD #24
114685	10/24/2022	LAS VIRGENES MUNICIPAL WATER	0824-092022 WATER	572.89	LMD #24
114653	10/24/2022	AZTECA LANDSCAPE	9/22 LANDSCAPE MAINTENANCE	227.53	LMD #24
114653	10/24/2022	AZTECA LANDSCAPE	9/22 LANDSCAPE MAINTENANCE	227.53	LMD #24
114685	10/24/2022	LAS VIRGENES MUNICIPAL WATER	0824-092022 WATER	225.49	LMD #24
114653	10/24/2022	AZTECA LANDSCAPE	9/22 LANDSCAPE MAINTENANCE	207.66	LMD #24
114653	10/24/2022	AZTECA LANDSCAPE	9/22 LANDSCAPE MAINTENANCE	151.69	LMD #24
114653	10/24/2022	AZTECA LANDSCAPE	9/22 LANDSCAPE MAINTENANCE	138.10	LMD #24
114653	10/24/2022	AZTECA LANDSCAPE	9/22 LANDSCAPE MAINTENANCE	129.79	LMD #24
114653	10/24/2022	AZTECA LANDSCAPE	9/22 LANDSCAPE MAINTENANCE	129.79	LMD #24
114653	10/24/2022	AZTECA LANDSCAPE	9/22 LANDSCAPE MAINTENANCE	121.48	LMD #24
114685	10/24/2022	LAS VIRGENES MUNICIPAL WATER	0824-092022 WATER	120.97	LMD #24
114736	10/28/2022	BCC	DENTAL & VISION PREMIUM	21.09	LMD #24
114736	10/28/2022	BCC	10/22 LIFE & DISABILITY INSU	10.73	LMD #24
114736	10/28/2022	BCC	10/22 LIFE & DISABILITY INSU	7.07	LMD #24
114736	10/28/2022	BCC	10/22 LIFE & DISABILITY INSU	5.18	LMD #24
114736	10/28/2022	BCC	DENTAL & VISION PREMIUM	3.96	LMD #24
114736	10/28/2022	BCC	10/22 LIFE & DISABILITY INSU	1.71	LMD #24
Total Amount for 24 Line Item(s) from LMD #24				\$10,964.75	
<u>LMD #27</u>					
114653	10/24/2022	AZTECA LANDSCAPE	9/22 LANDSCAPE MAINTENANCE	1,513.46	LMD #27
114736	10/28/2022	BCC	DENTAL & VISION PREMIUM	6.62	LMD #27
114736	10/28/2022	BCC	10/22 LIFE & DISABILITY INSU	3.39	LMD #27
114736	10/28/2022	BCC	10/22 LIFE & DISABILITY INSU	2.26	LMD #27
114736	10/28/2022	BCC	10/22 LIFE & DISABILITY INSU	1.63	LMD #27
114736	10/28/2022	BCC	DENTAL & VISION PREMIUM	1.24	LMD #27



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114736	10/28/2022	BCC	10/22 LIFE & DISABILITY INSU	0.54	LMD #27
Total Amount for 7 Line Item(s) from LMD #27				\$1,529.14	
<u>LMD #32</u>					
114653	10/24/2022	AZTECA LANDSCAPE	9/22 LANDSCAPE MAINTENANCE	3,506.48	LMD #32
114685	10/24/2022	LAS VIRGENES MUNICIPAL WATER	0826-092022 WATER	535.78	LMD #32
114685	10/24/2022	LAS VIRGENES MUNICIPAL WATER	0726-082422 WATER CHARGES	534.00	LMD #32
114653	10/24/2022	AZTECA LANDSCAPE	9/22 LANDSCAPE MAINTENANCE	207.66	LMD #32
114736	10/28/2022	BCC	DENTAL & VISION PREMIUM	1.24	LMD #32
114736	10/28/2022	BCC	10/22 LIFE & DISABILITY INSU	0.57	LMD #32
114736	10/28/2022	BCC	10/22 LIFE & DISABILITY INSU	0.28	LMD #32
114736	10/28/2022	BCC	10/22 LIFE & DISABILITY INSU	0.28	LMD #32
114736	10/28/2022	BCC	DENTAL & VISION PREMIUM	0.26	LMD #32
114736	10/28/2022	BCC	10/22 LIFE & DISABILITY INSU	0.07	LMD #32
Total Amount for 10 Line Item(s) from LMD #32				\$4,786.62	
<u>LMD 22 - Common Benefit Area</u>					
114685	10/24/2022	LAS VIRGENES MUNICIPAL WATER	0726-082422 WATER CHARGES	34,413.26	LMD 22 - Common Benefit Area
114685	10/24/2022	LAS VIRGENES MUNICIPAL WATER	0826-092022 WATER	14,702.35	LMD 22 - Common Benefit Area
114685	10/24/2022	LAS VIRGENES MUNICIPAL WATER	0726-082422 WATER CHARGES	13,730.85	LMD 22 - Common Benefit Area
114685	10/24/2022	LAS VIRGENES MUNICIPAL WATER	0726-082422 WATER CHARGES	4,877.56	LMD 22 - Common Benefit Area
114685	10/24/2022	LAS VIRGENES MUNICIPAL WATER	0826-092022 WATER	3,321.74	LMD 22 - Common Benefit Area
114694	10/24/2022	NEWBURY PARK TREE SERVICE INC	TREE REMOVAL	1,475.00	LMD 22 - Common Benefit Area
114650	10/24/2022	AMERICAN HERITAGE LANDSCAPE LP	IRRIGATION REPAIR	733.00	LMD 22 - Common Benefit Area
114685	10/24/2022	LAS VIRGENES MUNICIPAL WATER	0726-082422 WATER CHARGES	521.25	LMD 22 - Common Benefit Area
114673	10/24/2022	GAZAN/ROBERT SHANE//	WEED ABATEMENT	500.00	LMD 22 - Common Benefit Area
114650	10/24/2022	AMERICAN HERITAGE LANDSCAPE LP	IRRIGATION REPAIR	415.00	LMD 22 - Common Benefit Area
114650	10/24/2022	AMERICAN HERITAGE LANDSCAPE LP	IRRIGATION REPAIR	397.50	LMD 22 - Common Benefit Area
114650	10/24/2022	AMERICAN HERITAGE LANDSCAPE LP	IRRIGATION REPAIR	340.00	LMD 22 - Common Benefit Area
114690	10/24/2022	MELTON/HEATHER//	TRAVEL REIMB	294.80	LMD 22 - Common Benefit Area
114647	10/21/2022	US BANK	VISA - AIB CONF, IRRIGATION SA	272.41	LMD 22 - Common Benefit Area
114647	10/21/2022	US BANK	VISA - AIB CONF, IRRIGATION SA	179.40	LMD 22 - Common Benefit Area
114647	10/21/2022	US BANK	VISA - AIB CONF, IRRIGATION SA	59.80	LMD 22 - Common Benefit Area
114647	10/21/2022	US BANK	VISA - AIB CONF, IRRIGATION SA	59.80	LMD 22 - Common Benefit Area
114736	10/28/2022	BCC	DENTAL & VISION PREMIUM	57.74	LMD 22 - Common Benefit Area
114648	10/24/2022	ACCURATE BACKFLOW TESTING	IRRIGATION REPAIR	57.00	LMD 22 - Common Benefit Area



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114736	10/28/2022	BCC	10/22 LIFE & DISABILITY INSU	25.25	LMD 22 - Common Benefit Area
114736	10/28/2022	BCC	10/22 LIFE & DISABILITY INSU	16.45	LMD 22 - Common Benefit Area
114736	10/28/2022	BCC	10/22 LIFE & DISABILITY INSU	12.18	LMD 22 - Common Benefit Area
114736	10/28/2022	BCC	DENTAL & VISION PREMIUM	12.13	LMD 22 - Common Benefit Area
114736	10/28/2022	BCC	10/22 LIFE & DISABILITY INSU	3.95	LMD 22 - Common Benefit Area
Total Amount for 24 Line Item(s) from LMD 22 - Common Benefit Area				\$76,478.42	

Media Operations

114707	10/24/2022	VERIZON WIRELESS	CELL PHONE CHARGES	3,350.44	Media Operations
114699	10/24/2022	TELECOM LAW FIRM, P.C.	WTFM-2022-011 T-MOBILE PRJ2216	2,444.00	Media Operations
114699	10/24/2022	TELECOM LAW FIRM, P.C.	WTF1-2022-002 VERIZON PRJ22-13	2,444.00	Media Operations
114699	10/24/2022	TELECOM LAW FIRM, P.C.	WFT1-2022-001 ATT PROJ 22-12	2,444.00	Media Operations
114699	10/24/2022	TELECOM LAW FIRM, P.C.	WTF,-2022-012 DISH PROJ22-14	2,444.00	Media Operations
114699	10/24/2022	TELECOM LAW FIRM, P.C.	WTF,-2022-010 VERIZON PRJ22-15	2,444.00	Media Operations
114700	10/24/2022	TIME WARNER CABLE	9/19-10/18/22 INTERNET	1,615.00	Media Operations
114647	10/21/2022	US BANK	VISA - NETWORK SOLUTIONS/APPLE	1,541.61	Media Operations
114647	10/21/2022	US BANK	VISA- NATOA CONF/SURVEYMONKEY	1,530.00	Media Operations
114647	10/21/2022	US BANK	VISA- NATOA CONF/SURVEYMONKEY	1,381.57	Media Operations
114652	10/24/2022	AT&T	BAN-9391056324 TELEPHONE	1,247.48	Media Operations
114647	10/21/2022	US BANK	VISA - NETWORK SOLUTIONS/APPLE	1,009.75	Media Operations
114647	10/21/2022	US BANK	VISA- NATOA CONF/SURVEYMONKEY	921.36	Media Operations
114700	10/24/2022	TIME WARNER CABLE	09/12-10/11/22 INTERNET	736.33	Media Operations
114756	10/28/2022	NATIONAL CAPTIONING INSTITUTE	CLOSED CAPTIONING SERVICES	714.00	Media Operations
114647	10/21/2022	US BANK	VISA - NETWORK SOLUTIONS/APPLE	627.78	Media Operations
114652	10/24/2022	AT&T	BAN-9391059571 TELEPHONE	167.08	Media Operations
114647	10/21/2022	US BANK	VISA - NETWORK SOLUTIONS/APPLE	144.89	Media Operations
114647	10/21/2022	US BANK	VISA - NETWORK SOLUTIONS/APPLE	74.72	Media Operations
114647	10/21/2022	US BANK	VISA- NATOA CONF/SURVEYMONKEY	50.00	Media Operations
114647	10/21/2022	US BANK	VISA - NETWORK SOLUTIONS/APPLE	45.00	Media Operations
114647	10/21/2022	US BANK	VISA- NATOA CONF/SURVEYMONKEY	36.00	Media Operations
114647	10/21/2022	US BANK	VISA - NETWORK SOLUTIONS/APPLE	25.00	Media Operations
Total Amount for 23 Line Item(s) from Media Operations				\$27,438.01	

Non-Departmental - Finance

114741	10/28/2022	CORODATA RECORDS MANAGEMENT,	RECORDDS MGMT.	781.64	Non-Departmental - Finance
114666	10/24/2022	CR PRINT	BUSINESS CARDS	702.99	Non-Departmental - Finance



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114762	10/28/2022	STAPLES	WATER - CH	419.40	Non-Departmental - Finance
114762	10/28/2022	STAPLES	BREAKROOM	239.84	Non-Departmental - Finance
114762	10/28/2022	STAPLES	BREAKROOM	195.01	Non-Departmental - Finance
114762	10/28/2022	STAPLES	OFFICE/KITCHEN SUPPLIES	184.56	Non-Departmental - Finance
114666	10/24/2022	CR PRINT	BUSINESS CARD-CDD	166.99	Non-Departmental - Finance
114762	10/28/2022	STAPLES	WATER - SR CENTER	132.81	Non-Departmental - Finance
114762	10/28/2022	STAPLES	WATER - CH	125.82	Non-Departmental - Finance
114736	10/28/2022	BCC	DENTAL & VISION PREMIUM	100.00	Non-Departmental - Finance
114762	10/28/2022	STAPLES	OFFICE/KITCHEN SUPPLIES	72.53	Non-Departmental - Finance
114762	10/28/2022	STAPLES	WATER - LIBRARY	55.92	Non-Departmental - Finance
114762	10/28/2022	STAPLES	WATER SUPPLIES	34.95	Non-Departmental - Finance
114762	10/28/2022	STAPLES	KITCHEN SUPPLIES	32.49	Non-Departmental - Finance
114762	10/28/2022	STAPLES	WATER - SR CENTER	27.96	Non-Departmental - Finance
114762	10/28/2022	STAPLES	OFFICE SUPPLY	22.22	Non-Departmental - Finance
Total Amount for 16 Line Item(s) from Non-Departmental - Finance				\$3,295.13	

Payroll

114736	10/28/2022	BCC	DENTAL & VISION PREMIUM	5,183.44	Payroll
114736	10/28/2022	BCC	10/22 LIFE & DISABILITY INSU	1,590.72	Payroll
114736	10/28/2022	BCC	10/22 LIFE & DISABILITY INSU	1,102.54	Payroll
114736	10/28/2022	BCC	DENTAL & VISION PREMIUM	1,061.40	Payroll
114736	10/28/2022	BCC	10/22 LIFE & DISABILITY INSU	767.46	Payroll
114727	10/25/2022	RUBIN/JEFF//	HEALTH INS REIMB (RETIREE)	763.88	Payroll
114717	10/25/2022	GAINES/FRED//	HEALTH INS REIMB (RETIREE)	763.88	Payroll
114722	10/25/2022	LYSIK/GARY J//	HEALTH INS REIMB (RETIREE)	763.88	Payroll
114720	10/25/2022	HILL/BOB//	HEALTH INS REIMB (RETIREE)	614.88	Payroll
114728	10/25/2022	WASHBURN/DENNIS//	HEALTH INS REIMB (RETIREE)	456.06	Payroll
114714	10/25/2022	CATE/CHARLES R.//	HEALTH INS REIMB (RETIREE)	456.06	Payroll
114721	10/25/2022	LOPATA/MARVIN//	HEALTH INS REIMB (RETIREE)	456.06	Payroll
114736	10/28/2022	BCC	10/22 LIFE & DISABILITY INSU	265.15	Payroll
114718	10/25/2022	GROVEMAN/BARRY//	HEALTH INS REIMB (RETIREE)	232.94	Payroll
114725	10/25/2022	PARKER/ROBIN//	HEALTH INS REIMB (RETIREE)	145.65	Payroll
Total Amount for 15 Line Item(s) from Payroll				\$14,624.00	

Police / Fire / Safety

114750	10/28/2022	L.A. CO. DEPT. OF ANIMAL CARE	07/22 ANIMAL HOUSING SVCS	10,795.90	Police / Fire / Safety
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114750	10/28/2022	L.A. CO. DEPT. OF ANIMAL CARE	06/22 ANIMAL HOUSING SVCS	9,497.26	Police / Fire / Safety
114750	10/28/2022	L.A. CO. DEPT. OF ANIMAL CARE	05/22 ANIMAL HOUSING SVCS	8,420.86	Police / Fire / Safety
Total Amount for 3 Line Item(s) from Police / Fire / Safety				\$28,714.02	
Public Safety & Emergency Preparedness					
114745	10/28/2022	DYER/MICHAEL//	EMERGENCY SERVICES CONSULTING	4,350.00	Public Safety & Emergency Preparedness
114647	10/21/2022	US BANK	VISA-PUMP FEST/FIRSTAID TRAIN	266.99	Public Safety & Emergency Preparedness
114647	10/21/2022	US BANK	VISA - CHAIR/SATELITE PHONE	175.19	Public Safety & Emergency Preparedness
114647	10/21/2022	US BANK	VISA - CHAIR/SATELITE PHONE	137.60	Public Safety & Emergency Preparedness
Total Amount for 4 Line Item(s) from Public Safety & Emergency Preparedness				\$4,929.78	
Public Works					
114660	10/24/2022	CITY OF AGOURA HILLS	FY2223 MALIBU CREEK WATERSHED	105,888.64	Public Works
114694	10/24/2022	NEWBURY PARK TREE SERVICE INC	9/22 LANDSCAPE MAINT	18,430.71	Public Works
114694	10/24/2022	NEWBURY PARK TREE SERVICE INC	9/22 LANDSCAPE MAINT	16,820.98	Public Works
114663	10/24/2022	CLEANSTREET INC	9/22 STREET SWEEPING	8,328.66	Public Works
114685	10/24/2022	LAS VIRGENES MUNICIPAL WATER	0726-082422 WATER CHARGES	5,878.35	Public Works
114664	10/24/2022	CONEJO AWARDS	AB939 PROMOTION	5,654.22	Public Works
114685	10/24/2022	LAS VIRGENES MUNICIPAL WATER	0811-090822 WATER	4,999.73	Public Works
114685	10/24/2022	LAS VIRGENES MUNICIPAL WATER	0826-092022 WATER	4,052.59	Public Works
114694	10/24/2022	NEWBURY PARK TREE SERVICE INC	IRRIGATION REPAIRS	3,960.00	Public Works
114681	10/24/2022	ISSAKHANI/MARINA//	SOLID WASTE MANAGEMENT	3,000.00	Public Works
114653	10/24/2022	AZTECA LANDSCAPE	9/22 LANDSCAPE MAINTENANCE	2,356.94	Public Works
114694	10/24/2022	NEWBURY PARK TREE SERVICE INC	TREE REMOVAL - ACCIDENT	2,262.50	Public Works
114674	10/24/2022	GHD INC.	GREEN STREET PROJECT	1,869.50	Public Works
114685	10/24/2022	LAS VIRGENES MUNICIPAL WATER	0826-092022 WATER	1,697.48	Public Works
114685	10/24/2022	LAS VIRGENES MUNICIPAL WATER	0726-082422 WATER CHARGES	1,651.95	Public Works
114694	10/24/2022	NEWBURY PARK TREE SERVICE INC	TREE TRIMMING	1,235.00	Public Works
114694	10/24/2022	NEWBURY PARK TREE SERVICE INC	IRRIGATION REPAIR	1,069.90	Public Works
114694	10/24/2022	NEWBURY PARK TREE SERVICE INC	IRRIGATION REPAIR	991.09	Public Works
114653	10/24/2022	AZTECA LANDSCAPE	9/22 LANDSCAPE MAINTENANCE	809.87	Public Works
114677	10/24/2022	GWMA	FY2223 HARBOR TOXIC MONITORING	682.82	Public Works
114648	10/24/2022	ACCURATE BACKFLOW TESTING	IRRIGATION REPAIR	679.00	Public Works
114685	10/24/2022	LAS VIRGENES MUNICIPAL WATER	0811-090822 WATER	644.64	Public Works
114694	10/24/2022	NEWBURY PARK TREE SERVICE INC	IRRIGATION REPAIR	607.41	Public Works
114712	10/24/2022	WILLDAN ASSOCIATES INC.	CONTRACTUAL SVCS	545.00	Public Works



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114694	10/24/2022	NEWBURY PARK TREE SERVICE INC	IRRIGATION REPAIR	539.92	Public Works
114694	10/24/2022	NEWBURY PARK TREE SERVICE INC	IRRIGATION REPAIR	539.92	Public Works
114694	10/24/2022	NEWBURY PARK TREE SERVICE INC	IRRIGATION REPAIR	523.04	Public Works
114694	10/24/2022	NEWBURY PARK TREE SERVICE INC	IRRIGATION REPAIR	508.65	Public Works
114694	10/24/2022	NEWBURY PARK TREE SERVICE INC	TREE REMOVAL	495.00	Public Works
114694	10/24/2022	NEWBURY PARK TREE SERVICE INC	IRRIGATION REPAIR	479.38	Public Works
114694	10/24/2022	NEWBURY PARK TREE SERVICE INC	IRRIGATION REPAIRS	475.00	Public Works
114694	10/24/2022	NEWBURY PARK TREE SERVICE INC	IRRIGATION REPAIR	475.00	Public Works
114694	10/24/2022	NEWBURY PARK TREE SERVICE INC	TREE REMOVAL	465.00	Public Works
114647	10/21/2022	US BANK	VISA-BAGMASTERS/AIB/HOMEDPT	444.00	Public Works
114694	10/24/2022	NEWBURY PARK TREE SERVICE INC	PEST ABATEMENT	440.00	Public Works
114694	10/24/2022	NEWBURY PARK TREE SERVICE INC	IRRIGATION REPAIR	411.43	Public Works
114694	10/24/2022	NEWBURY PARK TREE SERVICE INC	IRRIGATION REPAIR	409.47	Public Works
114694	10/24/2022	NEWBURY PARK TREE SERVICE INC	IRRIGATION REPAIR	404.94	Public Works
114694	10/24/2022	NEWBURY PARK TREE SERVICE INC	IRRIGATION REPAIR	389.77	Public Works
114682	10/24/2022	J. BEE NP PUBLISHING LTD	5/6/22 E-WASTE AD	343.35	Public Works
114694	10/24/2022	NEWBURY PARK TREE SERVICE INC	IRRIGATION REPAIR	337.45	Public Works
114701	10/24/2022	TKM ENGINEERING	GREEN STREET PROJ	277.50	Public Works
114647	10/21/2022	US BANK	VISA-BAGMASTERS/AIB/HOMEDPT	260.00	Public Works
114694	10/24/2022	NEWBURY PARK TREE SERVICE INC	IRRIGATION REPAIR	236.21	Public Works
114694	10/24/2022	NEWBURY PARK TREE SERVICE INC	IRRIGATION REPAIR	223.86	Public Works
114694	10/24/2022	NEWBURY PARK TREE SERVICE INC	IRRIGATION REPAIR	207.42	Public Works
114694	10/24/2022	NEWBURY PARK TREE SERVICE INC	IRRIGATION REPAIR	161.54	Public Works
114694	10/24/2022	NEWBURY PARK TREE SERVICE INC	IRRIGATION REPAIR	150.78	Public Works
114704	10/24/2022	VALLEY NEWS GROUP	RECYCLING AD	150.00	Public Works
114694	10/24/2022	NEWBURY PARK TREE SERVICE INC	IRRIGATION REPAIR	149.52	Public Works
114694	10/24/2022	NEWBURY PARK TREE SERVICE INC	IRRIGATION REPAIR	149.43	Public Works
114647	10/21/2022	US BANK	VISA-ATT/FUEL/AMAZON	107.31	Public Works
114703	10/24/2022	UNDERGROUND SERVICE ALERT	NEW TICKET CHARGES	102.75	Public Works
114701	10/24/2022	TKM ENGINEERING	RESURFACE CONSULT	92.50	Public Works
114647	10/21/2022	US BANK	VISA-ATT/FUEL/AMAZON	73.34	Public Works
114736	10/28/2022	BCC	DENTAL & VISION PREMIUM	64.38	Public Works
114647	10/21/2022	US BANK	VISA-FUEL, MAINT SUPPLIES,SMOG	56.95	Public Works
114647	10/21/2022	US BANK	VISA-FUEL, MAINT SUPPLIES,SMOG	40.70	Public Works
114647	10/21/2022	US BANK	VISA-ATT/FUEL/AMAZON	40.52	Public Works
114707	10/24/2022	VERIZON WIRELESS	CELL PHONE CHARGES	35.01	Public Works
114647	10/21/2022	US BANK	VISA-FUEL, MAINT SUPPLIES,SMOG	29.96	Public Works
114736	10/28/2022	BCC	DENTAL & VISION PREMIUM	24.28	Public Works



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114736	10/28/2022	BCC	DENTAL & VISION PREMIUM	23.31	Public Works
114736	10/28/2022	BCC	10/22 LIFE & DISABILITY INSU	20.34	Public Works
114647	10/21/2022	US BANK	VISA-ATT/FUEL/AMAZON	16.41	Public Works
114736	10/28/2022	BCC	10/22 LIFE & DISABILITY INSU	14.38	Public Works
114736	10/28/2022	BCC	DENTAL & VISION PREMIUM	13.54	Public Works
114736	10/28/2022	BCC	DENTAL & VISION PREMIUM	13.26	Public Works
114736	10/28/2022	BCC	10/22 LIFE & DISABILITY INSU	10.76	Public Works
114736	10/28/2022	BCC	10/22 LIFE & DISABILITY INSU	10.63	Public Works
114736	10/28/2022	BCC	DENTAL & VISION PREMIUM	10.59	Public Works
114736	10/28/2022	BCC	10/22 LIFE & DISABILITY INSU	9.81	Public Works
114736	10/28/2022	BCC	10/22 LIFE & DISABILITY INSU	8.89	Public Works
114736	10/28/2022	BCC	10/22 LIFE & DISABILITY INSU	7.99	Public Works
114736	10/28/2022	BCC	10/22 LIFE & DISABILITY INSU	7.71	Public Works
114736	10/28/2022	BCC	10/22 LIFE & DISABILITY INSU	6.63	Public Works
114736	10/28/2022	BCC	10/22 LIFE & DISABILITY INSU	6.13	Public Works
114736	10/28/2022	BCC	DENTAL & VISION PREMIUM	5.37	Public Works
114736	10/28/2022	BCC	10/22 LIFE & DISABILITY INSU	5.19	Public Works
114736	10/28/2022	BCC	10/22 LIFE & DISABILITY INSU	5.13	Public Works
114736	10/28/2022	BCC	DENTAL & VISION PREMIUM	4.95	Public Works
114736	10/28/2022	BCC	10/22 LIFE & DISABILITY INSU	4.29	Public Works
114736	10/28/2022	BCC	10/22 LIFE & DISABILITY INSU	4.06	Public Works
114736	10/28/2022	BCC	10/22 LIFE & DISABILITY INSU	3.46	Public Works
114736	10/28/2022	BCC	DENTAL & VISION PREMIUM	3.32	Public Works
114736	10/28/2022	BCC	10/22 LIFE & DISABILITY INSU	3.20	Public Works
114736	10/28/2022	BCC	DENTAL & VISION PREMIUM	2.51	Public Works
114736	10/28/2022	BCC	10/22 LIFE & DISABILITY INSU	1.92	Public Works
114736	10/28/2022	BCC	10/22 LIFE & DISABILITY INSU	1.85	Public Works
114736	10/28/2022	BCC	10/22 LIFE & DISABILITY INSU	1.48	Public Works
114736	10/28/2022	BCC	10/22 LIFE & DISABILITY INSU	0.98	Public Works
Total Amount for 91 Line Item(s) from Public Works				\$204,660.35	

Recoverable / Refund / Liability

114659	10/24/2022	CALIFORNIA BUILDING STANDARDS	JULY-SEPT22 SB1473 BSC	720.00	Recoverable / Refund / Liability
114667	10/24/2022	DEPARTMENT OF CONSERVATION	JULY-SEPT 22 SMIP FEES	655.67	Recoverable / Refund / Liability
114732	10/28/2022	ASPURIA/PAUL-JOSEPH//	SECURITY DEP REFUND 10/8/22	451.00	Recoverable / Refund / Liability
114758	10/28/2022	RODRIGUEZ/FRANCESCA//	SECURITY DEP REFUND 10/10/22	451.00	Recoverable / Refund / Liability
114691	10/24/2022	MOORE/ELIZABETH//	RENTAL REFUND	271.00	Recoverable / Refund / Liability



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114668	10/24/2022	DUTTA/DEBAMIT//	9/17 SECURITY DEP REFUND	225.00	Recoverable / Refund / Liability
114669	10/24/2022	EDBERG/SKYLAR//	9/24 SECURITY DEP REFUND	225.00	Recoverable / Refund / Liability
114697	10/24/2022	SOLODKYY/OLEG//	9/25 SECURITY DEP REFUND	225.00	Recoverable / Refund / Liability
114709	10/24/2022	WATERS/PAIGE//	SECURITY DEP REFUND	225.00	Recoverable / Refund / Liability
114655	10/24/2022	BASSO/CACHEL//	9/17 SECURITY DEP REFUND	214.00	Recoverable / Refund / Liability
114760	10/28/2022	SO/BRIAN//	SECURITY DEP REFUND 10/2/22	214.00	Recoverable / Refund / Liability
114684	10/24/2022	KERMAN/LORA//	CLASS REFUND	124.00	Recoverable / Refund / Liability
114752	10/28/2022	LETTER/JOHN//	BS2201158 REFUND PLAN CHECK	121.00	Recoverable / Refund / Liability
114671	10/24/2022	FREEMAN-THOMPSON/CYNTHIA//	CLASS REFUND	30.00	Recoverable / Refund / Liability
114671	10/24/2022	FREEMAN-THOMPSON/CYNTHIA//	CLASS REFUND	27.75	Recoverable / Refund / Liability
114671	10/24/2022	FREEMAN-THOMPSON/CYNTHIA//	CLASS REFUND	15.00	Recoverable / Refund / Liability
114671	10/24/2022	FREEMAN-THOMPSON/CYNTHIA//	CLASS REFUND	3.00	Recoverable / Refund / Liability
114667	10/24/2022	DEPARTMENT OF CONSERVATION	JULY-SEPT 22 SMIP FEES	-32.78	Recoverable / Refund / Liability
114659	10/24/2022	CALIFORNIA BUILDING STANDARDS	JULY-SEPT22 SB1473 BSC	-72.00	Recoverable / Refund / Liability
Total Amount for 19 Line Item(s) from Recoverable / Refund / Liability				\$4,092.64	

Tennis & Swim Center

114665	10/24/2022	COOKSEY'S LIFEGUARD & SWIM LLC	9/16-9/30/22 LIFEGUARD SVC	6,567.23	Tennis & Swim Center
114694	10/24/2022	NEWBURY PARK TREE SERVICE INC	9/22 LANSCAPE MAINT	2,005.32	Tennis & Swim Center
114751	10/28/2022	LAS VIRGENES MUNICIPAL WATER	WATER BILL	1,791.71	Tennis & Swim Center
114647	10/21/2022	US BANK	VISA-JONAS/AD/EMAIL BLAST	1,674.00	Tennis & Swim Center
114761	10/28/2022	SOUTHERN CALIFORNIA GAS CO	8/31/22-9/30/22 GAS	1,417.54	Tennis & Swim Center
114647	10/21/2022	US BANK	VISA-AMAZON.ACORN/BESTBUYS	1,171.20	Tennis & Swim Center
114647	10/21/2022	US BANK	VISA-JONAS/WALMART/AMAZON	988.35	Tennis & Swim Center
114647	10/21/2022	US BANK	VISA-AMAZON.ACORN/BESTBUYS	921.25	Tennis & Swim Center
114647	10/21/2022	US BANK	VISA-JONAS/WALMART/AMAZON	884.92	Tennis & Swim Center
114735	10/28/2022	BARRY KAY ENTERPRISES, INC.	CITY SHIRTS	824.86	Tennis & Swim Center
114740	10/28/2022	COMMERCIAL AQUATIC SVCS	POOL SERVICE	818.65	Tennis & Swim Center
114683	10/24/2022	JONAS FITNESS INC	MO MEMBERSHIP MAINT FEE	799.00	Tennis & Swim Center
114683	10/24/2022	JONAS FITNESS INC	MO MEMBERSHIP MAINT FEE	799.00	Tennis & Swim Center
114735	10/28/2022	BARRY KAY ENTERPRISES, INC.	CITY SHIRTS	766.50	Tennis & Swim Center
114708	10/24/2022	WATERLINE TECHNOLOGIES INC	POOL CHEMICAL	745.65	Tennis & Swim Center
114647	10/21/2022	US BANK	VISA-JONAS/AD/EMAIL BLAST	719.80	Tennis & Swim Center
114735	10/28/2022	BARRY KAY ENTERPRISES, INC.	CITY T-SHIRTS	698.17	Tennis & Swim Center
114765	10/28/2022	UNIFIRST CORPORATION	JANIT. SUPPLIES	548.67	Tennis & Swim Center
114647	10/21/2022	US BANK	VISA-AMAZON.ACORN/BESTBUYS	513.43	Tennis & Swim Center
114708	10/24/2022	WATERLINE TECHNOLOGIES INC	POOL CHEMICAL	513.24	Tennis & Swim Center



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114652	10/24/2022	AT&T	BAN-9391056241 TELEPHONE	470.82	Tennis & Swim Center
114678	10/24/2022	IAM PACIFIC WELLNESS	FITNESS EQUP MAINT	466.39	Tennis & Swim Center
114761	10/28/2022	SOUTHERN CALIFORNIA GAS CO	8/31/22-9/30/22 GAS	414.05	Tennis & Swim Center
114769	10/28/2022	WATERLINE TECHNOLOGIES INC	POOL CHEMICAL	413.60	Tennis & Swim Center
114769	10/28/2022	WATERLINE TECHNOLOGIES INC	POOL CHEMICAL	395.05	Tennis & Swim Center
114662	10/24/2022	CLARK PEST CONTROL	TSC PEST CONTROL	342.00	Tennis & Swim Center
114647	10/21/2022	US BANK	VISA - FRESH GRAFX SIGN	328.50	Tennis & Swim Center
114688	10/24/2022	LIVE ART PLANTSCAPES INC	TSC PLANT MAINTENANCE	240.00	Tennis & Swim Center
114647	10/21/2022	US BANK	VISA-AMAZON.ACORN/BESTBUYS	200.64	Tennis & Swim Center
114647	10/21/2022	US BANK	VISA-JONAS/AD/EMAIL BLAST	200.00	Tennis & Swim Center
114647	10/21/2022	US BANK	VISA-AMAZON.ACORN/BESTBUYS	142.32	Tennis & Swim Center
114736	10/28/2022	BCC	DENTAL & VISION PREMIUM	140.63	Tennis & Swim Center
114689	10/24/2022	MCMAHON/MELINA//	REFUND FOR SWIM LESSON	128.00	Tennis & Swim Center
114647	10/21/2022	US BANK	VISA-AMAZON.ACORN/BESTBUYS	100.16	Tennis & Swim Center
114736	10/28/2022	BCC	10/22 LIFE & DISABILITY INSU	78.24	Tennis & Swim Center
114648	10/24/2022	ACCURATE BACKFLOW TESTING	IRRIGATION REPAIR	57.00	Tennis & Swim Center
114736	10/28/2022	BCC	10/22 LIFE & DISABILITY INSU	53.72	Tennis & Swim Center
114736	10/28/2022	BCC	10/22 LIFE & DISABILITY INSU	37.73	Tennis & Swim Center
114647	10/21/2022	US BANK	VISA-JONAS/WALMART/AMAZON	36.76	Tennis & Swim Center
114736	10/28/2022	BCC	DENTAL & VISION PREMIUM	30.90	Tennis & Swim Center
114736	10/28/2022	BCC	10/22 LIFE & DISABILITY INSU	12.92	Tennis & Swim Center
Total Amount for 41 Line Item(s) from Tennis & Swim Center				\$29,457.92	

Transportation

114768	10/28/2022	VENTURA TRANSIT SYSTEM, INC.	9/22 TRANSIT SVCS	23,957.86	Transportation
114679	10/24/2022	IDEAL GENERAL SERVICES, INC.	9/22 DIAL A RIDE	19,304.00	Transportation
114706	10/24/2022	VENTURA TRANSIT SYSTEM, INC.	8/22 TRANSIT SERVICES	16,103.45	Transportation
114768	10/28/2022	VENTURA TRANSIT SYSTEM, INC.	9/22 TRANSIT SVCS	15,963.42	Transportation
114712	10/24/2022	WILLDAN ASSOCIATES INC.	SIDEWALK INSPECTION	10,771.50	Transportation
114706	10/24/2022	VENTURA TRANSIT SYSTEM, INC.	8/22 TRANSIT SERVICES	8,630.94	Transportation
114649	10/24/2022	ALL CITY MANAGEMENT SVCS, INC.	9/4-17/22 CROSSING GUARDS	8,021.84	Transportation
114706	10/24/2022	VENTURA TRANSIT SYSTEM, INC.	8/22 TRANSIT SERVICES	8,007.17	Transportation
114701	10/24/2022	TKM ENGINEERING	CONTRACTUAL SERVICES	6,382.50	Transportation
114768	10/28/2022	VENTURA TRANSIT SYSTEM, INC.	PUBLIC TRANSIT FUELING SEPT 22	5,750.25	Transportation
114768	10/28/2022	VENTURA TRANSIT SYSTEM, INC.	9/22 TRANSIT SVCS	5,295.68	Transportation
114706	10/24/2022	VENTURA TRANSIT SYSTEM, INC.	8/22 TRANSIT SERVICES	4,811.94	Transportation
114706	10/24/2022	VENTURA TRANSIT SYSTEM, INC.	8/22 PUB TRANSIT FUEL	3,196.39	Transportation



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114692	10/24/2022	MYERS & SONS HI-WAY SAFETY INC	SIGNS	3,172.65	Transportation
114768	10/28/2022	VENTURA TRANSIT SYSTEM, INC.	TROLLEY MAINTENANCE SEPT'22	3,023.95	Transportation
114755	10/28/2022	MNS ENGINEERS INC	NEST CALABASAS RD.	2,970.00	Transportation
114706	10/24/2022	VENTURA TRANSIT SYSTEM, INC.	VEHICLE MAINT-TROLLEY TOW	1,700.00	Transportation
114685	10/24/2022	LAS VIRGENES MUNICIPAL WATER	0726-082422 WATER CHARGES	1,365.81	Transportation
114768	10/28/2022	VENTURA TRANSIT SYSTEM, INC.	SHUTTLE II MAINTENANCE SEPT'22	1,104.75	Transportation
114647	10/21/2022	US BANK	VISA-FUEL, MAINT SUPPLIES,SMOG	1,050.60	Transportation
114768	10/28/2022	VENTURA TRANSIT SYSTEM, INC.	SHUTTLE 12 MAINTENANCE SEPT'22	1,033.08	Transportation
114768	10/28/2022	VENTURA TRANSIT SYSTEM, INC.	SHUTTLE II MAINTENANCE SEPT'22	680.76	Transportation
114768	10/28/2022	VENTURA TRANSIT SYSTEM, INC.	SHUTTLE 14 MAINTENANCE SEPT'22	547.25	Transportation
114706	10/24/2022	VENTURA TRANSIT SYSTEM, INC.	8/22 BEACH BUS CAMPERS	381.90	Transportation
114647	10/21/2022	US BANK	VISA - FUEL/HOME DEPOT/DIY CEN	355.79	Transportation
114647	10/21/2022	US BANK	VISA-FUEL, APA CONF/GREENBUILT	288.97	Transportation
114694	10/24/2022	NEWBURY PARK TREE SERVICE INC	IRRIGATION REPAIR	202.47	Transportation
114647	10/21/2022	US BANK	VISA-FUEL, MAINT SUPPLIES,SMOG	184.09	Transportation
114694	10/24/2022	NEWBURY PARK TREE SERVICE INC	IRRIGATION REPAIR	134.98	Transportation
114647	10/21/2022	US BANK	VISA-ATT/FUEL/AMAZON	114.10	Transportation
114647	10/21/2022	US BANK	VISA-BAGMASTERS/AIB/HOMEDPT	96.93	Transportation
114701	10/24/2022	TKM ENGINEERING	OLD TOPANGA/MULHOLLAND	92.50	Transportation
114647	10/21/2022	US BANK	VISA-ATT/FUEL/AMAZON	86.51	Transportation
114736	10/28/2022	BCC	DENTAL & VISION PREMIUM	42.03	Transportation
114736	10/28/2022	BCC	DENTAL & VISION PREMIUM	39.55	Transportation
114647	10/21/2022	US BANK	VISA-ATT/FUEL/AMAZON	19.71	Transportation
114647	10/21/2022	US BANK	VISA-ATT/FUEL/AMAZON	13.14	Transportation
114736	10/28/2022	BCC	10/22 LIFE & DISABILITY INSU	12.32	Transportation
114736	10/28/2022	BCC	10/22 LIFE & DISABILITY INSU	11.18	Transportation
114736	10/28/2022	BCC	10/22 LIFE & DISABILITY INSU	8.89	Transportation
114736	10/28/2022	BCC	10/22 LIFE & DISABILITY INSU	8.34	Transportation
114736	10/28/2022	BCC	DENTAL & VISION PREMIUM	7.76	Transportation
114736	10/28/2022	BCC	DENTAL & VISION PREMIUM	7.25	Transportation
114736	10/28/2022	BCC	10/22 LIFE & DISABILITY INSU	5.94	Transportation
114736	10/28/2022	BCC	10/22 LIFE & DISABILITY INSU	5.39	Transportation
114736	10/28/2022	BCC	10/22 LIFE & DISABILITY INSU	2.14	Transportation
114736	10/28/2022	BCC	10/22 LIFE & DISABILITY INSU	2.01	Transportation
Total Amount for 47 Line Item(s) from Transportation				\$154,969.68	



CITY of CALABASAS

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GRAND TOTAL for 545 Line Items				<u>\$926,196.79</u>	



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Check No.	Check Date	Vendor Name	Check Description	Amount	Department
Tennis & Swim Center					
14429	10/25/2022	PHILIDELPHIA INSURANCE	CAMP/EVENT INSURANCE	3,190.50	Tennis & Swim Center
14428	10/25/2022	NEWBURY PARK TREE SERVICE INC	9/22 LANDSCAPE MAINT	2,005.33	Tennis & Swim Center
14431	10/28/2022	AMTRUST NORTH AMERICA	INSURANCE EXPENSE	1,658.00	Tennis & Swim Center
14426	10/21/2022	US BANK	VISA-HOMEDPT/DUNN ED/COSTCO	1,260.70	Tennis & Swim Center
14426	10/21/2022	US BANK	VISA-HOMEDPT/DUNN ED/COSTCO	1,003.27	Tennis & Swim Center
14426	10/21/2022	US BANK	VISA-HOMEDPT/DUNN ED/COSTCO	585.45	Tennis & Swim Center
14434	10/28/2022	WILSON SPORTING GOODS	TENNIS SUPPLIES	481.66	Tennis & Swim Center
14426	10/21/2022	US BANK	VISA-HOMEDPT/DUNN ED/COSTCO	478.98	Tennis & Swim Center
14430	10/25/2022	UNIFIRST CORPORATION	JANITORIAL SUPPLIES	379.21	Tennis & Swim Center
14426	10/21/2022	US BANK	VISA-HOMEDPT/DUNN ED/COSTCO	327.51	Tennis & Swim Center
14426	10/21/2022	US BANK	VISA-AMAZON/INDEED	281.42	Tennis & Swim Center
14427	10/25/2022	LIVE ART PLANTSCAPES INC	PLANT MAINTENANCE	240.00	Tennis & Swim Center
14433	10/28/2022	STAPLES	OFFICE SUPPLIES	124.81	Tennis & Swim Center
14426	10/21/2022	US BANK	VISA-AMAZON/INDEED	100.00	Tennis & Swim Center
14426	10/21/2022	US BANK	VISA-HOMEDPT/DUNN ED/COSTCO	96.40	Tennis & Swim Center
14433	10/28/2022	STAPLES	OFFICE SUPPLIES	42.62	Tennis & Swim Center
14433	10/28/2022	STAPLES	OFFICE SUPPLIES	16.41	Tennis & Swim Center
14432	10/28/2022	BCC	DENTAL & VISION PREMIUM	13.17	Tennis & Swim Center
14432	10/28/2022	BCC	DENTAL & VISION PREMIUM	3.03	Tennis & Swim Center
Total Amount for 19 Line Item(s) from Tennis & Swim Center				\$12,288.47	
GRAND TOTAL for 19 Line Items				\$12,288.47	

14-Dec

1	CC	Special	Election Certification/Council Reorganization
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Future Items

2	CS	New Business	Tennis & Swim Center operations update
3	CC	New Business	Council direction regarding Woolsey Fire funds
4	CC	New Business	Town Hall meeting with insurance commissioner
5	CC	New Business	Discussion and direction regarding a catalytic converter Ordinance
6	CC	Continued Business	Update on Strategic Priorities
7	CD	New Business	Development Code update regarding green LEED standards
8	CC	New Business	Issues impacting other communities regarding illegal exhasust on vehicles
9	CC	New Business	Introduction of Ordinance relating to Electronic and Paperless Filing of Fair Political Practices Commission (FPPC) Campaign Disclosure Statements
10	CM	New Business	Solar Panel and Battery Backup Assessment at City facilities
11	CC	New Business	Formation of a water taskforce on equitable access to water
12	CM/CA	New Business	Discussion regarding Sheriff's services
13	CD/PW	New Business	Sustainability Taskforce review of Green Procurement Policy
14	CC	New Business	Council Protocols
15	CM/CA	New Business	Discussion regarding gun violence prevention
16	CD	Public Hearing	Adoption of updates to the Circulation and Safety Elements of the Calabasas 2030 General Plan
17	CD	New Business	Recommendation from the Planning Commission regarding Fire Hardening and Resilience Code Standards
18	PS	New Business	Use of technology (satellite phones) during emergencies

2022 Meeting Dates	
Nov 23 - Canceled	
Dec 14 - Election Cert./Reorg.	
Dec 28 - Canceled	