



# CITY COUNCIL AGENDA REGULAR MEETING WEDNESDAY, DECEMBER 14, 2022, 7:00 P.M. ELECTION CERTIFICATION REORGANIZATION OF THE CITY COUNCIL 100 CIVIC CENTER WAY, CALABASAS, CA 91302 HYBRID/ZOOM TELECONFERENCE

www.cityofcalabasas.com

The meeting will be broadcast on CTV Channel 3 and the live stream of the meeting may be viewed online at <a href="https://www.cityofcalabasas.com/ctvlive">www.cityofcalabasas.com/ctvlive</a>.

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/82956018812?pwd = aWtYdk5WM2FMWEZLeTZjRIR4TnBoUT09

Webinar ID: 829 5601 8812

Passcode: 564659

Or One tap mobile:

US: +16694449171, 82956018812# or +16699009128, 82956018812#

#### Or Telephone:

Dial (for higher quality, dial a number based on your current location):

US: +1 669 444 9171 or +1 669 900 9128 or +1 253 205 0468 or +1 253 215 8782 or +1 346 248 7799 or +1 719 359 4580 or +1 360 209 5623 or +1 386 347 5053 or +1 507 473 4847 or +1 564 217 2000 or +1 646 558 8656 or +1 646 931 3860 or +1 689 278 1000 or +1 301 715 8592 or +1 305 224 1968 or +1 309 205 3325 or +1 312 626 6799

International numbers available: https://us02web.zoom.us/u/kei0deVLy1

Please access a <u>Guide to Virtual Meeting Participation</u> 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 Invocation by Rabbi Eli Freedman

#### **COUNCIL ANNOUNCEMENTS**

#### ORAL COMMUNICATIONS - PUBLIC COMMENT - NON-AGENDA ITEMS

#### CONSENT

- 1. Adoption of Resolution No. 2022-1830, authorizing continued remote teleconference meetings of the Calabasas City Commissions pursuant to Government Code Section 54953(e)
- 2. Appointment of Councilmember Bozajian to the Board of Trustees of the Los Angeles County West Vector & Vector-Borne Disease Control District for a term expiring December 31, 2024
- 3. Recommendation to approve a Professional Services Agreement with Johnson Favaro, LLP in an amount of \$248,900 plus 15% contingency for a Program and Facility Needs Assessment for the Community Services Department, including the Agoura Hills/Calabasas Community Center
- 4. Authorization to approve and add Amendment No. 3, for a company name change to the Professional Services Agreement from Illini Companies, Inc. DBA Commercial Aquatics, Inc. to Hasa, Inc.

#### **SPECIAL**

- 5. Mayor Maurer's farewell
  - Presentations to Mayor Maurer
  - Comments by Members of the City Council
  - Comments by Mayor Maurer

#### **ELECTION 2022**

- 6. Adoption of Resolution No. 2022-1831, reciting the fact of the General Municipal Election held on November 8, 2022, declaring the result and such other matters as provided by law
- 7. Administering of Oath of Office to Councilmembers-Elect

8. Comments by newly elected Councilmembers

#### **COUNCIL REORGANIZATION**

- Election of Mayor
- Oath of Office to Mayor
- Remarks by Mayor
- Election of Mayor pro Tem
- Oath of Office to Mayor pro Tem
- Remarks by Mayor pro Tem

#### **ADJOURN**

The City Council will adjourn to their next regular meeting scheduled on January 11, 2023.

A copy of the City Council agenda packet is available for review at City Hall and the Calabasas Library. Materials related to items on this agenda submitted to the Council after distribution of the agenda packet are available for public inspection in the City Clerk's Office, 100 Civic Center Way, Calabasas, CA 91302, during normal business hours. Such documents are also available on the City of Calabasas website at <a href="https://www.cityofcalabasas.com">www.cityofcalabasas.com</a> subject to the City staff's ability to post the documents before the meeting. The City of Calabasas, in complying with the Americans with Disabilities Act (ADA), requests individuals who require special accommodations to access, attend and/or participate in the City meeting due to disability, to please contact the City Clerk's Office, (818) 224-1600, at least one business day prior to the scheduled meeting to ensure that we may assist you.



## CITY of CALABASAS CITY COUNCIL AGENDA REPORT

DATE: NOVEMBER 30, 2022

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: KINDON MEIK, CITY MANAGER

BY: MARICELA HERNANDEZ, MMC, CPMC, CITY CLERK

SUBJECT: ADOPTION OF RESOLUTION 2022-1830, AUTHORIZING CONTINUED

REMOTE TELECONFERENCE MEETINGS OF THE CALABASAS CITY COMMISSIONS PURSUANT TO GOVERNMENT CODE SECTION

54953(e)

**MEETING** 

DATE: DECEMBER 14, 2022

#### **SUMMARY RECOMMENDATION:**

Staff recommends the City Council adopt Resolution No. 2022-1830, 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; 2022-1818 on October 12, 2022; and 2022-1826 on November 9, 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. 2022-1830, authorizing continued remote teleconference meetings of the Calabasas City Commissions pursuant to Government Code Section 54953(e).

#### ATTACHMENT:

Resolution No. 2022-1830

### ITEM 1 ATTACHMENT RESOLUTION NO. 2022-1830

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.
- 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; 2022-0818 on October 12, 2022; and 2022-1826 on November 9, 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. <u>Recitals</u>. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

Section 2. <u>Conditions are Met</u>. 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 14<sup>th</sup> day of December 2022.

laricela Hernandez, City Clerk	Mary Sue Maurer, Mayor						
ATTEST:	APPROVED AS TO FORM:						
Maricela Hernandez, City Clerk  Master Municipal Clerk	Matthew T. Summers Colantuono, Highsmith & Whatley, PC						
California Professional Municipal Clerk	City Attorney						



#### CITY COUNCIL AGENDA REPORT

DATE: NOVEMBER 28, 2022

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: KINDON MEIK, CITY MANAGER

BY: MARICELA HERNANDEZ, MMC, CPMC, CITY CLERK

SUBJECT: APPOINTMENT OF COUNCILMEMBER BOZAJIAN TO THE BOARD OF

TRUSTEES OF THE LOS ANGELES COUNTY WEST VECTOR &

**VECTOR-BORNE DISEASE CONTROL DISTRICT** 

MEETING

**DECEMBER 14, 2022** 

DATE:

#### SUMMARY RECOMMENDATION:

That the City Council appoint Councilmember Bozajian to the Board of Trustees of the Los Angeles County West Vector & Vector-Borne Disease Control District.

#### **BACKGROUND:**

In 2018, Councilmember Bozajian was first appointed to the Board of Trustees of the Los Angeles County West Vector & Vector-Borne Disease Control District (District). In 2020, Councilmember Bozajian was reappointed for a term ending on December 31, 2022. Councilmember Bozajian has expressed interest in being reappointed as a trustee for another two (2) year term expiring on December 31, 2024.

#### REQUESTED ACTION:

That the City Council appoint Councilmember Bozajian to the Board of Trustees of the Los Angeles County West Vector & Vector-Borne Disease Control District.

#### **ATTACHMENTS:**

Los Angeles County West Vector & Vector-Borne Disease Control District appointment information.

#### **ITEM 2 ATTACHMENT**

#### Los Angeles County West Vector & Vector-Borne Disease Control District 6750 Centinela Avenue, Culver City, California 90230 (310) 915-7370 ext. 223 Aarugay@lawestvector.org

## **Appointment of Trustee City of Calabasas**

Below is information with respect to the appointment of a Trustee to the Board of the Los Angeles County West Vector-Borne Disease Control District (District):

- 1. A trustee must be a resident and an elector (registered to vote) of the city from which the appointment is made. City councilmembers or general residents may be appointed. Care should be taken with the choice since the appointee cannot be removed by the city council until the term expires.
- 2. Each term is two (2) years in length.
- 3. Term periods are permanently preset for each city to provide evenly spaced turnover on the Board of Trustees.
- 4. Present Term: The present term period for the City of Calabasas began on January 1, 2020 and will end on December 31, 2022. At the end of this term on December 31, 2022, the city council may reappoint the existing trustee for another two (2) year term or appoint a new trustee for the two (2) year term. Once a trustee has been appointed by a city to the Board that appointment counts against the quorum of any meeting whether the trustee attends or not until the term expires. After the term expires and if the city does not reappoint the existing trustee or appoint a new one for the next two-year term, the position will not count against the quorum until another appointment is made.
- 5. Regular Meetings: The regular meetings of the Board of Trustees are held:
   When: Once every two months on the 2<sup>nd</sup> Thursday of the month at 7:30 p.m.
   Location: 6750 Centinela Avenue, Culver City (District's Headquarters)
   Total Number of Meetings/yr. (6): There are a total of six (6) meetings per year in alternate months (January, March, May, July, Sept., & Nov.)
- 6. Trustees who attend the regularly scheduled meeting are compensated with a payment of \$100 in lieu of expenses. By law, trustees must attend the meeting to receive this compensation.
- 7. Procedure for appointing a Trustee by a city: Appointments or reappointments need to be put on the agenda of a regularly scheduled city council meeting. After the item is addressed in open session, a vote is taken to confirm the appointment or reappointment. Codes require that the District be notified of the appointment by email or in writing through US mail from the City Clerk.

<u>Statement of Economic Interests, Form 700:</u> New trustees are required by the Fair Political Practices Commission to fill out a Statement of Economic Interest, Form 700 (assuming office) and return it to our office. It must be a wet-signature copy that is sent in to us for filing and forwarding to the commission. A photocopy is not acceptable.

Please contact me at any of the numbers below if have any additional questions.

Best regards,

Aaron Arugay
Executive Director
Los Angeles County West Vector
& Vector-Borne Disease Control District
6750 Centinela Avenue Culver City, CA 90230
Ph.: (310) 915-7370 Ext. 223

Email: Aarugay@lawestvector.org





#### CITY of CALABASAS

#### **CITY COUNCIL AGENDA REPORT**

DATE: DECEMBER 6, 2022

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: ERICA L. GREEN, COMMUNITY SERVICES DIRECTOR

SUBJECT: RECOMMENDATION TO APPROVE A PROFESSIONAL SERVICES

AGREEMENT WITH JOHNSON FAVARO, LLP IN AN AMOUNT OF \$248,900 PLUS 15% CONTINGENCY FOR A PROGRAM AND FACILITY NEEDS ASSESSMENT FOR THE COMMUNITY SERVICES DEPARTMENT, INCLUDING THE AGOURA HILLS CALABASAS

**COMMUNITY CENTER** 

MEETING DECEMBER 14, 2022

DATE:

#### **SUMMARY RECOMMENDATION:**

Staff recommends approving a Professional Services Agreement (PSA) with Johnson Favaro, LLP in the amount of \$248,900 plus a 15% contingency for a program and facility needs assessment for the Community Services Department, including the Agoura Hills Calabasas Community Center (AHCCC). The duration of the agreement is a one-year term.

#### **BACKGROUND:**

The City of Calabasas City Council has adopted Strategic Priorities to assist the City in accomplishing objectives on essential programs and projects. Two of those initiatives are within the Community Services Department, 1. Reopen the Agoura Hills Calabasas Community Center, and 2. Conduct a feasibility study for teen recreation programs and facilities. The proposed study will assist the Department in addressing both priorities by providing a tangible tool to help successfully program and operate the AHCCC, provide essential city-wide programs and

services for all ages, specifically teens, and a plan for future facilities to address the community's needs (such as a skate park, basketball courts, fields, etc.).

The City of Calabasas and the City of Agoura Hills have collaboratively agreed to the City of Calabasas leasing the City of Agoura Hills' portion of the Agoura Hills Calabasas Community Center and assume the entire operation of the facility. A comprehensive assessment of the facility, community, and its users is imperative to properly assess the community center's overall function, required services, and programs in relation to the other services the Community Services Department provides.

#### **DISCUSSION/ANALYSIS:**

The Agoura Hills Calabasas Community Center has been closed for about two years. After discussions between the two cities and a lease agreement executed, the City of Calabasas will operate the facility. A program and facilities needs assessment is vital to adequately provide successful services and programs for the community and generate revenue.

The Community Services Department and the Parks, Recreation, and Education Commission (PRE) will work closely with the consultant throughout the process to achieve the requested deliverables. The assessment deliverables will provide the City with valuable information regarding the appropriate function of the Community Center based on community, staff, and stakeholder input. In addition, the assessment will provide the City with potential facility needs to accommodate future programming and growth, such as fields, park amenities, and buildings.

The proposed assessment will be conducted over six months, with over 30 meetings with stakeholders, community members, city staff, Council and Commission members, and other agency members, done concurrently with the Community Center repairs. Information obtained throughout each step of the process will be utilized to plan the programming and operations of the Community Center successfully.

If approved, Johnson Favaro, LLP will begin the assessment in January and will return to Council to present the final report in July. The consultant will begin its assessment with the Community Center, and findings from the initial discovery phase will be utilized to help guide the community center's staffing needs and program development in a timely fashion. Staff will collaborate with and present findings to the PRE throughout the process.

Attached is the Professional Services Agreement (PSA) between the City of Calabasas and Johson Favaro, LLP. The PSA includes the Service Contract outlining the parameters of the services to be provided in an amount of \$248,900 plus a 15% contingency for a one (1) year term.

#### FISCAL IMPACT/SOURCE OF FUNDING:

\$100K was approved by City Council in the current Capital Improvement Projects budget. The additional \$148,900 and 15% contingency (\$37,555) will be reallocated from sidewalk repair funding, which is now being grant funded by CDBG, to the assessment project.

#### **REQUESTED ACTION:**

Staff recommends approving a Professional Services Agreement (PSA) with Johnson Favaro, LLP in an amount of \$248,900 plus a 15% contingency for a program and facility needs assessment for the Community Services Department, including the Agoura Hills Calabasas Community Center (AHCCC). The duration of the agreement is a one-year term.

#### **ATTACHMENTS:**

Professional Services Agreement with Johnson Favaro, LLP

#### ITEM 3 ATTACHMENT



#### PROFESSIONAL SERVICES AGREEMENT

#### **CONTRACT SUMMARY**

Name of Contractor:	Johnson Favaro, LLP
City Department in charge of Contract:	Community Services
<b>Contact Person for City Department:</b>	Erica L. Green
Period of Performance for Contract:	12/15/2022 – 12/15/2023
Not to Exceed Amount of Contract:	\$286,235 (includes 15% contingency)
Scope of Work for Contract:	Provide programming and facility needs assessment for the Community Services Department including the AHCCC

#### Ins

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

surance Requirements for Contract:
⊠yes ☐ no - Is General Liability insurance required in this contract?
If yes, please provide coverage amounts: \$1,000,000.00
☐ yes ☐ no - Is Auto insurance required in this contract?
If yes, please provide coverage amounts:
☐ yes ☐ no - Is Professional insurance required in this contract?
If yes, please provide coverage amounts:
⊠yes ☐ no - Is Workers Comprehensive insurance required in this contract?
If yes, please provide coverage amounts: required by California state requirements
Other:
Proper documentation is required and must be attached.

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#### PROFESSIONAL SERVICES AGREEMENT

Johnson Favaro, LLP

#### 1. **IDENTIFICATION**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into by and between the City of Calabasas, a California municipal corporation ("City"), and Johnson Favaro, LLP (Consultant").

#### 2. RECITALS

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

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

#### 3. **DEFINITIONS**

- 3.1 "Scope of Services": Such professional services as are set forth in Consultant's proposal to City attached hereto as Exhibit A and incorporated herein by this reference.
- 3.2 "Approved Fee Schedule": Such compensation rates as are set forth in Consultant's fee schedule to City attached hereto as Exhibit B and incorporated herein by this reference.
- 3.3 "Commencement Date": December 15, 2022
- 3.4 "Expiration Date": December 15, 2023

#### 4. TERM

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

Initials: (City)	(Contractor)	Page 2 of 14
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#### 5. CONSULTANT'S SERVICES

- 5.1 Consultant shall perform the services identified in the Scope of Services. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement. In no event shall the total compensation and costs payable to Consultant under this Agreement exceed the sum of Two Hundred and Eighty-Six Thousand Two Hundred and Thirty-Five Dollars \$286,235.00 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. **Jim Favaro** 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) \_\_\_\_\_ (Contractor) \_\_\_\_ Page 3 of 14 v. 6.0 (Last Update: 07/01/21) 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. <u>RELATIONSHIP OF PARTIES</u>

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

#### 9. **CONFIDENTIALITY**

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

Initials: (City) \_\_\_\_\_ (Contractor) \_\_\_\_ Page 4 of 14 v. 6.0 (Last Update: 07/01/21)

#### 10. <u>INDEMNIFICATION</u>

- 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) \_\_\_\_\_ (Contractor) \_\_\_\_ Page 5 of 14 v. 6.0 (Last Update: 07/01/21)

- 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. <u>INSURANCE</u>

- 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

Initials: (City) \_\_\_\_\_ (Contractor) \_\_\_\_ Page 6 of 14 v. 6.0 (Last Update: 07/01/21)

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

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

Initials: (City) \_\_\_\_\_ (Contractor) \_\_\_\_ Page 7 of 14
v. 6.0 (Last Update: 07/01/21)

#### 12. <u>MUTUAL COOPERATION</u>

- 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

If to Consultant:

Johnson Favaro, LLP

5898 Blackwelder Street

Culver City, CA 90232

City of Calabasas 100 Civic Center Way Calabasas, CA 91302 Attn: **Erica Green** 

Attn: Jim Favaro

Telephone: (818) 224-1600

Telephone: (310) 559-5720

 $\underline{www.johnsonfavaro.com}$ 

Initials: (City) \_\_\_\_\_ (Contractor) \_\_\_\_ Page **8** of **14** v. **6.0** (Last Update: **07/01/21**)

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. <u>SURVIVING COVENANTS</u>

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)	(Contractor)	Page 9 of 14
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- 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) \_\_\_\_ Page 10 of 14 v. 6.0 (Last Update: 07/01/21)

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

Initials: (City) \_\_\_\_\_ (Contractor) \_\_\_\_ Page 11 of 14 v. 6.0 (Last Update: 07/01/21)

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" Johnson Favaro, LLP	
By: Mary Sue Maurer, City Mayor	By:	
Mary Sue Maurer, City Mayor	Jim Favaro, Owner	
Date:	Date:	
By:	By:	
Kindon Meik, City Manager	Steve Johnson, Owner	
Date:	Date:	
By:		
Erica Green, Director of Community Se	ervices	
Date:		
Attest:		
By: Maricela Hernandez, MMC, CPMC		
City Clerk		
Date:		
Approved as to form:		
By: Matthew T. Summers Colantuono, Highsmith & Whatley, City Attorney		
Data:		

## EXHIBIT A SCOPE OF WORK

See attached proposal.

#### EXHIBIT B APPROVED FEE SCHEDULE

See attached proposal.

EXHIB	IT A OVERALL FEE SUMMARY					
	Discipline Firm		<u>DISCOVERY</u> <u>OPTION DEVELOPMENT</u>		FINAL RECOMMENDATIONS	TOTALS
	Discipline		45 Calendar Days	105 Calendar Days	30 Calendar Days	
	Facilities Planning	Johnson Favaro	\$53,160	\$109,920	\$34,320	\$197,400
	Community Outreach	Johnson Favaro	\$13,000	\$15,000	\$4,000	\$32,000
	Cost Planning	MGAC	\$4,875	\$10,725	\$3,900	\$19,500
	1	SUBTOTALS	\$71,035	\$135,645	\$42,220	\$248,900

EXHIBIT B: JOHNSON FAVARO PROGRAM OF OUTREACH (180 Days)	7			
<u>PARTICIPANT</u>	DISCOVERY	OPTION DEVELOPMENT	FINAL RECOMMENDATIONS	TOTALS
	45 Calendar Days	105 Calendar Days	30 Calendar Days	
Stakeholder and User Groups	3	3	0	6
Community Services, Parks and Recreation Staff	3	3	0	6
City Manager	1	1	1	3
City Administration and Staff	2	2	1	5
City Commissions and City Council	0	2	2	4
City and County Regulatory Agencies	2	2	0	4
At Large Community Meetings	2	2	0	4
	13	15	4	32

**\$13,000 \$15,000 \$4,000 \$32,000** 

		Discovery		0	ption Developme	ent	Fi	nal Recommen	dations	
EXHIBIT B: SUMMARY OF JOHNSON FAVARO TASKS AND DELIVERABLES (180 Days)		Associate Principal	<u>Design</u> <u>Associate</u>	<u>Principal</u>	Associate Principal	<u>Design</u> <u>Associate</u>	<u>Principal</u>	Associate Principal	<u>Design Associate</u>	Hours and Fee by Task
		\$190	\$120	\$240	\$190	\$120	\$240	\$190	\$120	
DISCOVERY (45 Days)										
1 Evaluate current indoor and outdoor programming at AHCCC and city wide (15 Days)	18 \$4,320	0	46 \$5,520							
2 Confirm future indoor and outdoor recreation needs of the community at AHCCC and city wide (15 Days)	39 \$9,360	0 \$0	63 \$7,080							
3 Perform a gap analysis for programming at AHCCC and city wide (15 Days)	74 \$17,760 131	0 \$0	100 \$9,120 209							340
Discovery Subtotal:	\$31,440	\$0	\$21,720							\$53,160
OPTION DEVELOPMENT (105 Days)										
4 Develop AHCCC and/or candidate site configuration options (35 Days)				64 \$15,360	0 \$0	172 \$20,640				
5 Develop preferred facility configuration options at AHCCC and/or other candidate sites (35 Days				\$14,400	\$0	220 \$26,400				
6 Planning parameters, cost analysis, master plan and implementation plan for AHCCC and city wide (35 Days)				86 \$20,640	0 \$0	104 \$12,480				
Option Development Subtotal:				\$50,400	0 \$0	496 \$59,520				706 \$109,920
FINAL RECOMMENDATIONS (30 Days)										
7 Final recommendation deliverables (30 Days)							74 \$17,760	\$0	138 \$16,560	
Final Recommendations Subtotal:							74 \$17,760	D \$0	13B \$16,56D	212 \$34,320
Principal Hours	131			210			74		\$10,000	415
Associate Principal Hours		0			0			0		0
Design Associate Hours			209			496			138	843
TOTAL HOURS										1,258
Principal Fees			-	\$50,400	4.		\$17,760	40		\$99,600
Associate Principal Fees		\$0	401 700	-	\$0	\$59,520		\$0	\$16,560	\$0 \$97,800
Dosign Associate Fees TOTAL FEE			\$21,720			\$59,520			\$16,380	\$197,400

HNSON FAVARO TASKS AND DELIVERABLES BY PHASE		Discovery		
		Associate Principal	Design Associate	Hours and Fee by Task
	\$240	\$190	\$120	
DISCOVERY (45 Calendar Days)				
	-		1	
1 EVALUATE CURRENT INDOOR AND OUTDOOR PROGRAMMING AT AHCCC AND CITY WIDE				
a, Identify and record city programs and services offerings at AHCCC, Tennis and Swim Center and other city facilities as appropriate and necessary	8			8
b. Galher readily available demographic data, applied to and distinguished at east and west areas of the city,	\$1,920 1	0	2	\$1 920 3
B. Gather readily available belingiaphic data, applied to anouns disposite at east allowest aleas of the city,	\$240	\$0	\$240	\$480
c., Develop indoor and outdoor programs inventory and analysis city wide distinguished by east and west areas of the city	\$480		\$960	\$1_440
d. Identify and graphically document inventory of indoor and outdoor programs and services city wide	2 \$480		12 \$1,440	14 \$1,920
e. Provide level of service analysis of current indoor and outdoor programming city wide	i	0	16	17
	\$240	50	\$1,920	\$2,160
f. Provide numerical inventory and graphic description of indoor and outdoor facilities city wide	\$960	\$0	\$960	\$1,920
Discovery Task 1 Subtotal:	18 \$4,320	D SD	46 \$5,520	59,840
2 CONFIRM FUTURE INDOOR AND OUTDOOR RECREATION NEEDS OF THE COMMUNITY AT ANCCC AND CITY WIDE			1	
	4	0	16	20
a. Identify and record southern California and state wide trends, best practices and benchmark standards	\$960	\$0	\$1,920	\$2,880
b. Record needs identified in Chapter X "Parks, Recreation and Trails Element" of the 2030 General Plan (published 2014), Confirm and document community wish list	\$1,920	\$10	\$480	12 \$2,400
c. Prepare numerical inventory and graphic description of i community facilities wish list	2	0	18	20
	\$480	\$10	\$2,160	\$2,640
d. Prepare comparative analyses of AHCCC, Tennis and Swim Center and/or other city owned and/or available candidate sites for their capacity/leasibility to accommodate community wish list	\$2,400	0	\$720 \$4	\$3,120 4
e. Prepare inventory of ROM capital and operations costs of facilities identified in community wish list		\$0	34	\$6
f. Translate community wish list into programs, services and facilities needs assessment and document in a report that summarizes the needs	15		15	30
	\$3,600	0	\$1,800 63	\$5,400 102
Discovery Task 2 Subtotal:	\$9,360	\$10	\$7,080	\$16,440
3 PERFORM A GAP ANALYSIS FOR PROGRAMMING AT ANCCC AND CITY WIDE				
a Identify program changes necessary to fulfill needs assessment	8 \$1,920	0 \$0	24 \$2,880	32 \$4,800
	12	\$0	24	36
b, Identify facilities changes necessary to fulfill program changes	\$2,880		\$2,880	\$5,760 10
c. Identify ROM capital costs necessary to fulfill facilities changes	\$2,400			\$2,400
c. Idenlify ROM staffing requirements and budget necessary to fulfilli program needs	\$1,920	\$10	16	\$1,920
d. Confirm community priorities and suitability of AHCCC, Tennis and Swim Center and/or alternate city owned and/or available candidate sites for delivering on those priorities	4	4.0	16	20
	\$960 8	0	\$1,920	\$2,880 16
e. Identify potential synergistic relationships with facilities within existing facilities' sphere of influence city wide	\$1,920	\$0		\$1,920
f. Assemble findings of Discovery phase into Preliminary Report including community priority list with anticipated costs and other visual aids that identify projects and programs that will meet the needs of the community	\$5,760		12 \$1,440	36 \$7,200
Discovery Task 3 Subtotal:	74	0	100	174
DISCOVERY HOURS	131	0	209	\$26,880 34D
		\$0	\$21,720	\$53,160
DISCOVERY FEES	\$31,440	∌U	<b>⇒∠1,72</b> 0	\$35,16U

		0	ption Developme	ent	
HNSON FAVARO TASKS AND DELIVERABLES BY PHASE		<u>Principal</u>	Associate Principal	Decion Accoriate	Hours and Fee by Tas
		\$240	\$190	\$120	
TION DEVELOPMENT (105 Calendar Days)					
4 DEVELOP ANCCC, TENNIS AND SWIM CENTER AND/OR CANDIDATE SITE CONFIGURATION OPTIONS					
a. Alternate conceptual facility configurations		16		40	56
		\$3,840 16		\$4,800 60	\$8,640 76
b. Aerial conceptual 3-D model views of alternate configurations		\$3,840		\$7,200	\$11,040
c. Ground level computer generated views of plan options (from computer generated 3-D model)		16 \$3,840		\$7,200	76 \$11,040
d. Building and parking capacity calculations related to plan options at AHCCC or other site(s)		4	0	8	12
		\$960	\$0	\$960	\$1,920 10
<ul> <li>Alternate vehicular circulation and parking strategies (drop-off and pick-up, service, emergency)</li> </ul>		\$2,400			\$2,400
f. Alternate rough order of magnitude (ROM) cost estimates		2 \$480	\$0	4 \$480	6 \$960
	Option Development Task 4 Subtotal:	64	0	172	236
	Option Development Task 4 Subtotal:	\$15,360	\$0	\$20,640	\$36,000
5 DEVELOP PREFERRED FACILITY CONFIGURATION OPTIONS AT ARCCC AND/OR OTHER CANDIDATE SITES					
a. Develop alternate and preferred site plan(s) including indoor and outdoor facilities (where applicable), parking and vehicular circulation		16		32	48
8. Detector attendance and presented after principal including model and outcoor inclined a function approximation of the annual and annual an		\$3,840 16		\$3,840 32	\$7,680 48
b. Develop alternate and preferred concept floor plans		\$3,840		\$3,840	\$7,680
c. Develop alternate and preferred volumetric building configurations where applicable		4 \$960		40 \$4,800	\$5,760
		2	0	8	\$3,760
d, Identify alternate and preferred site development requirements for purposes of ROM cost estimate(s)		\$480	\$0	\$960	\$1,440
Develop preliminary 3-D aerial visualizations of preferred option		4 \$960		40 \$4,800	44 \$5,760
Courts well also a label as and obtains an und laust rise after a label of ordered called		10		60	70
f. Develop preliminary interior and exterior ground level visualizations of preferred option		\$2,400	0	\$7,200	\$9,600 16
g. Develop preliminary ROM operations and maintenance cost plan, cost of construction and capital outlay plan of preferred option		\$1,920	\$0	\$960	\$2,880
		60	0	220	280
		\$14,400	\$0	\$26,400	\$40,800
6 PLANNING PARAMETERS, COST ANALYSIS, MASTER PLAN AND IMPLEMEENTATION PLAN FOR AHCCC AND CITY WIDE					
a. Finalize long term building program		8 \$1,920	\$0	\$ \$960	16 \$2,880
b. Finalize preferred long term option concept plan(s) based on long term building program		4		24	28
B. Fillatize preteited long telini upitoni concept piantes passed on rong earni sonioning program		\$960 24		\$2,880	\$3,840 48
c. Create a long term master plan based on the community needs assessment and preferred option concept plans at preferred candidate sites		\$5,760		\$2,880	\$8,640
d. Verily conformance and/or variance with general plan, local zoning, height and setback requirements, neighbor design guidelines where applicable			0 \$0	4 \$480	4 \$480
		2	0	4	6
e, Create comprehensive cost plan of long term facilitles master plan		\$480	20	\$480	\$960 48
f. Create implementation plan broken into individual or project groups with flexibility in order of implementation phases of resources allow		16 \$3,840		32 \$3,840	\$7,680
g. Assemble findings of Option Development phase into Progress Report		32		8	40
E- vascinnic tracings at obtain occasionical busse michael		\$7,680 86	0	\$960 104	\$8,640 190
	Option Development Task & Subtotal:	\$20,640	50	\$12,480	\$33,120
	OPTION DEVELOPMENT HOURS	210	0	496	706
	OPTION DEVELOPMENT FEES	\$50,400	\$0	\$59,520	\$109,920

OHNSON FAVARO TASKS AND DELIVERABLES BY PHASE		Fir	ial Recommenda		
		<u>Principal</u>	Associate Principal	Design Associate	Kours and Fee by Tasl
		\$240	\$190	\$120	
FINAL RECOMMENDATIONS (30 Calendar Days)					
*					
7 FINAL RECOMMENDATION DELIVERABLES				<u> </u>	
/ I Had Alcommination Distributed		8		24	32
a. Finalize facilities master plan (FMP)	}	\$1,920		\$2,880	\$4,800
		8		16	24
b. Finalize FMP implemenetation plan with flexible order of implementation		\$1,920		\$1,920	\$3,840
		2	0	18	20
c. Finalize concept site plan and floor plans of individual projects including indoor facilities parking and vehicular circulation at AHCCC, Tennis and Swim Center and/or preferred candidate sites	T T	\$480	\$0	\$2,160	\$2,640
The state of the s		2		24	26
d. Document concept volumetric building configurations recorded in AutoCad, Revit and ENSCAPE		\$480		\$2,880	\$3,360
		6		16	22
e. Conceptual 3-D aerial visualizations of individual and/or groups of projects		\$1,440		\$1,920	\$3,360
4.0 Let 1.1 Le	1	6		40	46
<ol> <li>Conceptual interior and exterior ground level visualizations of individual and/or groups of projects</li> </ol>	]	\$1,440		\$4,800	\$6,240
g. Identify and record cost of construction and capital outlay plan associated with individual and/or groups of projects	1	2			2
B. Ideitilis and record cast or construction and capital annals brain associated with introduced among Endess or Endess		\$480			\$480
h. Assemble findings of Final Recommendations phase into Final Report in 11 x 17 hard copy and digital format		40			40 \$9,600
II. Assemble intelligant intelligence of the state of the	-	\$9,600		138	212
	Final Recommendations Task 8 Subtotal:	\$17,760	50	\$16,568	\$34,320
	FINAL RECOMMENDATION HOURS	74	n	138	212
			- 4-		
	FINAL RECOMMENDATION FEES	\$74	\$0	\$16,560	\$34,320

ARCHITECTURE + URBAN DESIGN

# JOHNSON FANRO

## TEAM ORGANIZATION & EXPERIENCE ORGANIZATIONAL CHART

#### **REGULATORY AUTHORITIES**

County/City Planning
Transportation, Building & Safety,
Recreation & Parks

County/City Police/Fire Departments

County/City Building Departments

#### CITY OF CALABASAS

Kindon Meik, City Manager and Senior Administration

City Council and Planning Commissions

#### **City Departments**

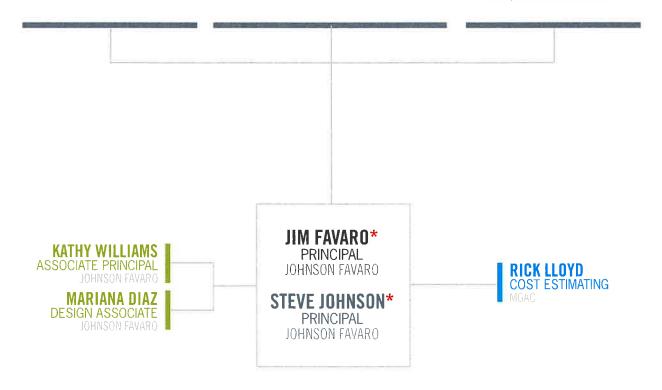
Erica Green, Director of Community Services Aimee Harber, Facility Supervisor Robert Yalada, Public Works Directory/City Engineer Tatiana Holden, Deputy Public Works Director

### STAKEHOLDERS AND INTEREST GROUPS

Calabasas and Agoura Hills Community and Neighbors

City of Calabasas Administration and Staff

Las Virgnes Unified School District Staff, Students and Families



<sup>\*</sup>Jim Favaro and Steve Johnson will both serve as project managers responsible for all communications with the city and community, as well as the planning, production and coordination of the work product.

### **FEATURED PROJECT EXPERIENCE MATRIX**

152	City of Rancho Palos Verdes Ladera Linda Park and Community Center, 2018 - Present	City of West Hollywood Park Expansion & Library. 2011	City of Riverside Nichols Park Joyce Jackson Community Center Master Plan: 2019	City of Riverside Main Library, Riverside, CA; 2017-2020	City of Huntington Beach Oak View Community. Center Master Plan; 2021 - Present	Anaheim Union High School District. Magnolia High. School Center for Excellence; 2021 - Present	County of Orange - Costa Mesa Branch Library and Community Center, Costa Mesa, CA; 2014 - 2020	Center for Early Education, West Hollywood, CA. 2011 - 2020	UCLA Continuing and Professional Services. Administration Headquarters, 2016 - 2018	Mirman School for Gifted Children, Los Angeles, CA; 2019 - Present	LAUSD Canyon Charter School Classroom Building, Santa Monica, CA; 2017 - Present	SMMUSD Elementary School Projects: Grant, Will Rogers, McKinley. 2020 - Present
<b>JIM FAVARO</b> Principal in Charge	•	•	•	•	0	•	•	•	•	•	•	0
<b>STEVE JOHNSON</b> Principal, Project Architect	0	•	•	•	•	•	•	•	•	•		•
KATHY WILLIAMS Associate Principal	•		•			•	•	•	•		•	•
MARIANA DIAZ Design Associate										•	•	•
RICK LLOYD (MGAC) Cost Estimators		0		0	•		0	0	0		•	•



JIM FAVARO, AIA
JOHNSON FAVARO

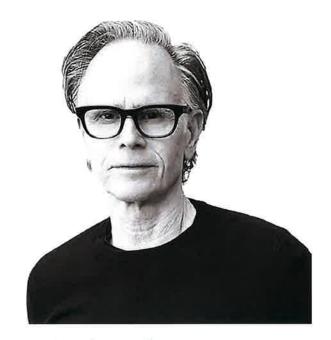
PRINCIPAL, PROJECT MANAGER

Licensed Architect, CA #C32185

Master of Architecture 1978 - 1982 Graduate School of Design, Harvard University

Bachelor of Science 1974 - 1978 Stanford University Engineering School Phi Beta Kappa 1978

Jim Favaro acts as the project manager and principal nexus of communication, coordinating all aspects of the city and community working relationships as well as stewardship of the project. Jim has partnered with Steve in leading the planning, design and construction efforts on all of our community driven planning and design projects. He works closely with Steve on every project in the office.



#### STEVE JOHNSON, AIA

#### **JOHNSON FAVARO**

PRINCIPAL, PROJECT ARCHITECT

Licensed Architect, CA #C17181

Master of Architecture 1983 Graduate School of Design, Harvard University

Bachelor of Design, Architecture 1975 University of Florida

Steve Johnson serves as the principal project architect in charge of planning and design, ensuring that the team integrates all information and ideas gathered from the city, as well as the planning, program and technical research for the project design. Steve has been the lead architect on all of our community driven master plans and built projects. He works closely with Jim on every project in the office.



#### KATHY WILLIAMS

#### JOHNSON FAVARO

#### ASSOCIATE PRINCIPAL

Master of Architecture 2001-2004 Rice University

Bachelor of Science in Architecture 1994-1998 University of Michigan

Kathy Williams is an associate principal who works to develop in-house electronic and paper documents (diagrams, models, renderings) and coordinates with engineering and technical consulting teams. Kathy assists with project regulatory requirements and with daily in-house project management. She also contributes to the creation of presentation materials and physical project models. She is skilled at guiding design associates and other junior staff members in completion of design deliverables that achieve regulatory compliance. Kathy has been a member of the Johnson Favaro team since 2010.

# PRINCIPALS' AND ASSOCIATE PRINCIPAL'S COMMUNITY CENTER, RECREATION AND INSTITUTIONAL PROJECT EXPERIENCE

- Beverly Hills La Cienega Park and Recreation Complex, Beverly Hills, CA
- Ladera Linda Park Master Plan and Community Center, Rancho Palos Verdes, CA
- Oakview Community Center Master Plan, Huntington Beach, CA
- West Hollywood Park Master Plan, West Hollywood, CA
- Plummer Park Master Plan, West Hollywood CA
- Manhattan Beach Community and Recreation Facilities Strategic Plan, Manhattan Beach, CA
- Costa Mesa Lions Park Redevelopment Master Plan,
   Orange County Branch Library and Community Meeting
   Center Costa Mesa, CA
- Oceanside Beachfront Improvement Feasibility Study, Oceanside, CA
- Riverside Downtown Master Plan and Main Library, Riverside, CA
- City of Chino Community Center, Chino, CA
- Isla Vista Community Center, Isla Vista, CA
- Estero Park Master Plan, Isla Vista, CA
- Museum of Redlands Master Plan and New Construction, Redlands, CA
- Center for Early Education Master Plan and Redevelopment Project, West Hollywood, CA
- City of West Hollywood Council Chamber, West Hollywood, CA
- Manhattan Beach Branch of the Los Angeles County Library, Manhattan Beach, CA
- Beverly Hills Library Master Plan and Children's Library Renovation, Beverly Hills, CA



#### MARIANA DIAZ

#### **JOHNSON FAVARO**

#### **DESIGN ASSOCIATE**

Bachelor of Architecture, California Polytechnic State University, San Luis Obispo, 2016

LEED Green Associate

Mariana Diaz is a design associate who provides her experience in both small and large scale projects. She is experienced in project phases including feasibility studies, schematic design, design development, and construction documents, also working anywhere from design studies and presentation materials to coordination with consultants as well as production of drawing sets. She is proficient in a variety of software for drawing, modeling, digital rending and post-processing.

#### **RELEVANT EXPERIENCE**

- Will Rogers Elementary School Classroom Building, Santa Monica, CA
- Canyon Charter School Classroom Building, Los Angeles, CA
- Grant Elementary School Renovation, Santa Monica, CA
- McKinley Elementary School Classroom Building, Santa Monica, CA



## RICK LLOYD, MRICS

#### **MGAC - COST ESTIMATING**

#### REGIONAL VICE PRESIDENT, COST ESTIMATION

Bachelor of Science, Quantity Surveying, Thames Polytechnic

Member, Royal Institution of Chartered Surveyors

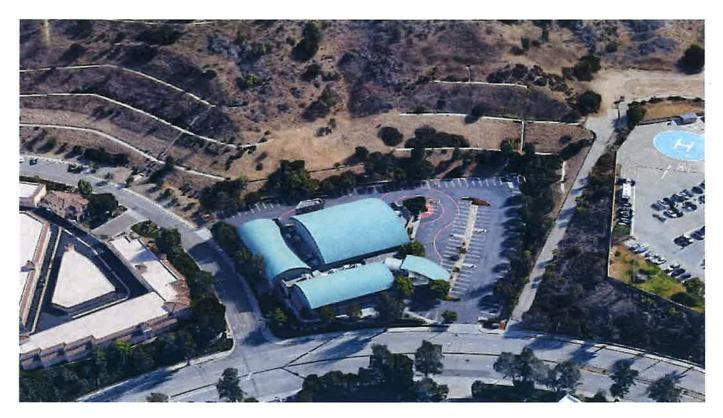
Rick Lloyd brings over 30 years of experience in construction cost planning and estimating services on a wide range of domestic and international projects. He has notable expertise in the aerospace industry, corporate, and government sectors. Rick's extensive experience in cost estimating spans all phases of design and construction, including preconstruction and post-construction cost reports, claims reviews and settlements, and project management services. In addition, Rick has conducted and participated in value engineering exercises on many projects.

Rick has consulted Johnson Favaro on cost planning and estimation on every one of our public agency projects since 2002.

#### RELEVANT EXPERIENCE

- City of West Hollywood, West Hollywood, CA
  - Plummer Park Community Center\*
  - West Hollywood Park Phase II
  - Public Library\*
- City of Long Beach, Long Beach, CA
  - Houghton Park Community Center
  - Long Beach Civic Center
- City of Riverside, Riverside, CA
  - Nichols Park Joyce Jackson Community Center
  - New Riverside Main Library
- City of Beverly Hills, La Cienega Park and Recreation Complex
- City of Rancho Palos Verdes Ladera Linda Community Center and Park Expansion
- City of Huntington Beach Oak View Community Center Master Plan
- City of Santa Monica, Santa Monica, CA
  - Airport Park Expansion
  - Third Street Promenade Improvements
- City of Irwindale Recreation Center Structural Assessment, Irwindale, CA
- City of Altaddena, Altadena, CA
  - Main Library Renovation
  - Bob Lucas Memorial Branch Library Renovation
- County of Orange, Donald Dungan Branch Library and Park Expansion, Costa Mesa, CA
- County of Los Angeles, El Cariso Regional Park and Community Center\*, Los Angeles, CA
- New Recreation and Events Center, Pepperdine University, Malibu, CA
- Athletic and Recreation Center\*, Claremont McKenna College, Claremont, CA
- Crafton Hills College, New Community Center Recreational Facility\*, Yucaipa, CA

\*Work prior to joining MGAC



AGOURA HILLS CALABASAS COMMUNITY CENTER The existing site presents untapped opportunities for expansion and diversification of indoor facilities.

#### **OUR APPROACH**

We understand that the city has requested qualifications to provide a needs assessment and programming effort that includes analyses of operational costs and funding strategies. To do so successfully, however, we will recommend that additional factors be considered in what would amount to a holistic and integrated planning approach.. Such an approach would include not only a needs assessment and programming effort, but also physical planning along with cost planning Without this integrated approach the city will be left with little more than a wish list and no strategy for its fulfillment.

**INTEGRATED PLANNING** Programming should never really take place in isolation of physical and cost planning; and therefore our approach hinges on the integration of these three independent and yet related tasks:

- NEEDS ASSESSMENT AND PROGRAMMING
- PHYSICAL PLANNING
- COST PLANNING

NEEDS ASSESSMENT AND PROGRAMMING That which has been asked of us and the core of our effort at its initiation will be to understand first globally then locally the recreational and community needs of the Agoura Hills/Calabasas service area. This corresponds to what we call the "Discovery" phase of the project. We begin with an inventory of the indoor facilities in the area (e.g. Agoura Hills Recreation Center, Calabasas Tennis and Swim Center) and at the Agoura Hills/Calabasas Community Center (AHCCC) site, an inventory of what peer cities in southern California provide, as well as best practices and benchmark standards in southern California and statewide.

#### PROJECT APPROACH & METHODOLOGIES







**EVALUATION OF CURRENT INDOOR PROGRAMMING** Will reveal how well the needs of all generations of the community are currently met at the Agoura Hills/Calabasas Community Center.

With a shared understanding of programs and facilities in existence in the service area and what are best practices and benchmark standards among peer cities, we are able to effectively engage with city staff and the community in an effort to understand first the "wish list"—or "gap analysis"

There will be considerations that transform a wish list into a needs assessment but chief among them are 1) physical opportunities and constraints and 2) financial opportunities and constraints. The "Discovery" phase will therefore also include an analysis of existing properties under control of and available to the city as well as the existing Agoura Hills/Calabasas Community Center site (on which there are untapped opportunities). It will include an inventory of current site and facilities market rate construction unit costs by facility type as well as standards of staff and operations cost by facility type.

PHYSICAL PLANNING In the "Discovery" phase we will have understood the physical opportunities and constraints of the existing Agoura Hills/Calabasas Community Center as well as those of any other sites that may be available, and appropriate for the location of indoor facilities. In the "Option Development" phase we will evaluate the feasibility of location and co-location of facilities on any candidate site(s) relative to site size and geometry as well as cost of development. With this information in hand we will in collaboration with the city and the community develop options for how to physically accommodate desired programs and services that have been identified in the context of what it will cost to accommodate them. Two scenarios may emerge:

- Costs of implementation will influence and exert downward pressure on the wish list as it transforms into a needs assessment and building program; and/or
- 2. A master plan will emerge that projects needs a generation out with a plan to incrementally implement the building program as resources allow. Funding options may also influence the outcome.

It is likely that we will encourage the latter of the two scenarios—that the city engage in a proper planning process that takes into account the long term vision of the life of the community, the goals that emerge from the vision, the opportunities and constraints at play in fulfillment of those goals and a plan to implement them over time. We would refer to this as a "master plan."—one that takes physical shape (albeit described with drawings) in addition to numerical and narrative form.

**COST PLANNING** All cities live in a world of limited resources and yet it has been our experience that while certainly in the short term money can be a deterrent, in the long term it is never as much about money as it is about will. Our job on your behalf is to build consensus across the community and its leadership that is authentically shared and explicit enough to establish the will for the investment of dollars on both near and long term time horizons. In other words, where there is the will, there is a way. Our contribution, then is to establish both the will and the way.

All of this has to be evidence based which, in the context of cost planning (capital and operations), requires a thorough knowledge of the costs of construction of various facilities types as well as staffing and operations costs. We cannot, for example, pretend a building program for facilities that the city cannot afford to operate. These are the parameters that are considered and influence the findings of the "Option Development" phase from which will emerge a preferred option for how to move forward in the near and long term.







**NOT ALL COMMUNITY NEEDS NEED BE MET IN ONE PLACE** Our analysis will also reveal those needs that are and are not being met within the Calabasas target area and environs. Such as, for example, at the Agoura Hills Recreation Center and Calabasas Swim and Tennis Center above.

#### PROJECT APPROACH & METHODOLOGIES



**LEADERSHIP** Our goal is that the leadership (city council, commission) has participated throughout the planning process so that when final decisions are made they are confident and feel supported by their constituents with whatever they decide.



**STEWARDSHIP** A planning, steering, or task force committee of respected representatives from parks and recreation constituents and the city as a whole who are empowered to make recommendations to the leadership is key to our combined success.



**PARTNERSHIP** We embrace the voices of all those in the community who want one. Good ideas are good ideas wherever they come from: we are always learning from the communities we serve and work hard to make sure they participate.

#### **OUR ENGAGEMENT**

The planning and design team works with the city and its leadership in crafting a collaborative process that includes the participation of all those in the community who want a voice in the process. The purpose is to both learn from the process and communicate what we learn. The key is how.

A structured program of outreach identifies all parties with whom we should communicate and when. Interviews, meetings and forums occur at intervals in a variety of formats including one-on-one, small group, large group and community-at-large.

We will make use of internet based outreach and feedback mechanisms that can include a website social media and other tools (through which questionnaires can be delivered and comments received). These electronic communication techniques enhance interpersonal engagement; however, as useful as they are they should not replace personal engagement.

**GATHER** Hearing from as many parties as early and often as possible is crucial in understanding the full breadth of opportunities and challenges. This includes city leadership and all those it serves: seniors, young adults, children, as well as all social, economic and cultural constituencies within the community.

**SHARE** As we learn from others and from our own analysis, we document what we learn and communicate the opportunities and challenges for the project at hand. We make prolific use of drawings (in addition to narratives and numbers) to explore and receive ideas and express them in a consistently accessible manner.

**PROPOSE** We bring options to the table for fair consideration by everyone who wants to participate. No stone is left unturned. Through the process of the making of drawings, options emerge. Through the comparison of models and drawings, some options stand out, others disappear, and hybrids form.





#### CITY of CALABASAS

#### **CITY COUNCIL AGENDA REPORT**

DATE: DECEMBER 5, 2022

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: ERICA L. GREEN, COMMUNITY SERVICES DIRECTOR

SUBJECT: AUTHORIZATION TO APPROVE AND ADD AMENDMENT NO. 3, FOR

A COMPANY NAME CHANGE ON THE PROFESSIONAL SERVICES AGREEMENT FROM ILLINI COMPANIES, INC. DBA COMMERCIAL

AQUATICS, INC. TO HASA, INC.

**MEETING** 

**DECEMBER 14, 2022** 

DATE:

#### **SUMMARY RECOMMENDATION:**

That the City Council authorizes to approve Amendment Number 3 to allow for the name change to the original Professional Services Agreement (PSA) from The Illini Companies, Inc. DBA Commercial Aquatics, Inc. to HASA Inc. HASA Inc. has become the new parent company for Commercial Aquatic Services, who the City utilizes for regular monthly pool service and any authorized unexpected emergency work repair on pool equipment at the Calabasas Tennis and Swim Center.

#### **BACKGROUND:**

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

On November 10, 2021, Amendment Number 1 was approved by the City Council amending the Not to Exceed amount from \$60,000 to \$120,000, on September 14, 2022, Amendment Number 2 was approved by the City Council amending the

Not to Exceed amount from \$120,000 to \$150,000 both for general monthly pool service and authorized unexpected emergency repair of pool equipment at the Calabasas Tennis and Swim Center.

#### **DISCUSSION/ANALYSIS:**

The purpose of this agenda item is to amend the company name to the current Professional Services Agreement (PSA) that was approved on October 21, 2020 and amended on November 10, 2021 and September 14, 2022. Approving the company name change for the PSA will allow the City to pay the invoices for services through the remaining term of the current PSA which ends December 31, 2022.

#### FISCAL IMPACT/SOURCE OF FUNDING:

None.

#### **REQUESTED ACTION:**

Staff requests that City Council authorize and approve Amendment No. 3 for a company name change on the professional services agreement from The Illini Companies, Inc. DBA Commercial Aquatics, Inc. to HASA, Inc.

#### **ATTACHMENTS:**

Amendment No. 3 to Professional Services Agreement

#### ITEM 4 ATTACHMENT

#### AMENDMENT No. #3 TO PROFESSIONAL SERVICES AGREEMENT

(City of Calabasas and HASA, Inc.)

This Amendment No. #3 ("Amendment") to Professional Services Agreement ("Agreement") is made on this 1st day of December, 2022 at Calabasas, California, by and between the City of Calabasas, a municipal corporation, 100 Civic Center Way, Calabasas, California 91302 ("City") and HASA, Inc., 23119 Drayton St. Saugus, CA. 91350 ("Contractor/Consultant").

This "Amendment" modifies the original Agreement between the "City" and The Illini Companies, Inc. DBA: Commercial Aquatics, Inc., "Contractor/Consultant" dated September 15, 2020 in the following fashion:

Se	ptember 13, 2020 in the following fashion:
A.	City and The Illini Companies, Inc. DBA: Commercial Aquatics, Inc. desire to amend the Agreement to reflect the change of business name from The Illini Companies, Inc. DBA: Commercial Aquatics, Inc. to HASA Inc.
В.	City and Contractor/Consultant desire to amend the Agreement by modifying section 3.2 – Approved Fee Schedule as set forth in Contractor/Consultant's [Month, Day, Year] fee schedule to City attached hereto as Exhibit [B-1] and incorporated herein by this reference.
C.	City and Contractor/Consultant desire to amend the Agreement by modifying section 3.4 – Expiration Date of the Agreement to read as follows:
	3.4 "Expiration Date":
	Section 4 of the Agreement is also amended to incorporate the new Expiration Date.
D.	City and Contractor/Consultant desire to amend the Agreement by modifying Section 6 so that the total compensation and costs payable to Contractor/Consultant under this Agreement is a not-to-exceed sum of [\$].
E.	City and Contractor/Consultant desire to amend the Agreement by modifying Section 5 – Consultant/Contractor's Services to include those additional services as set forth in Contractor/Consultant's [Month, Day, Year] proposal to City attached hereto as Exhibit [C-1] and incorporated herein by this reference.

Initials: (City) \_\_\_\_\_ HASA, Inc. \_\_\_\_ Page 1 of 2 v. 4.0 (Last Update: 05/04/22)

258428.3

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

"City" City of Calabasas	"Consultant/Contractor" HASA, Inc.
By:  Mary Sue Maurer, Mayor	By: Ken Ward, Chief Financial Officer
Date:	Date:
By: Kindon Meik, City Manager  Date:	By:Ann Marie Rees, General Manager  Date:
By:Erica Green, Community Services Director  Date:	
Attest:	
By:  Maricela Hernandez, MMC City Clerk	
Date:	
Approved as to form:	
By:	
Matthew T. Summers, City Attorney	
Date:	



#### **CITY COUNCIL AGENDA REPORT**

DATE: NOVEMBER 30, 2022

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: KINDON MEIK, CITY MANAGER

BY: MARICELA HERNANDEZ, MMC, CPMC, CITY CLERK

SUBJECT: ADOPTION OF RESOLUTION NO. 2022-1831, RECITING THE FACT

OF THE GENERAL MUNICIPAL ELECTION HELD ON NOVEMBER 8, 2022, DECLARING THE RESULT AND SUCH OTHER MATTERS AS

PROVIDED BY LAW

MEETING

DATE: DECEMBER 14, 2022

#### **SUMMARY RECOMMENDATION:**

That the City Council adopt Resolution No. 2022-1831, reciting the fact of the General Municipal Election held on November 8, 2022, declaring the result and such other matters as provided by law.

#### **DISCUSSION:**

Resolution No. 2022-1831 certifies the results of the November 8, 2022, General Municipal Election. Attached to the resolution is Exhibit A and Certificate of Canvass providing details regarding the number of votes cast by precinct, total votes received by individual candidates and total ballots cast in the election.

#### **RECOMMENDATION:**

Adopt Resolution No. 2022-1831, reciting the fact of the General Municipal Election held on November 8, 2022, declaring the result and such other matters as provided by law.

#### **ATTACHMENTS:**

A. Resolution No. 2022-1831 with Exhibit A

# ITEM 6 ATTACHMENT A RESOLUTION NO. 2022-1831

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CALABASAS, CALIFORNIA, RECITING THE FACT OF THE GENERAL MUNICIPAL ELECTION HELD ON NOVEMBER 8, 2022, DECLARING THE RESULT AND SUCH OTHER MATTERS AS PROVIDED BY LAW.

WHEREAS, a General Municipal Election was held and conducted in the City of Calabasas, California, on Tuesday, November 8, 2022, as required by law; and

WHEREAS, notice of the election was given in time, form and manner as provided by law; that vote centers were properly established; that election officers were appointed and that in all respects, the election was held and conducted and the votes were cast, received and canvassed and the returns made and declared in time, form and manner as required by the provisions of the Elections Code of the State of California for the holding of elections in general law cities; and

WHEREAS, the Los Angeles County Registrar of Voters canvassed the returns of the election and has certified the results, the results are received, attached and made a part hereof as Exhibit A.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CALABASAS, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

**SECTION 1.** That the whole number of ballots cast in the vote centers except vote by mail voter ballots was 1,716.

That the whole number of vote by mail voter ballots and provisional ballots cast in the City for members of the City Council was 8,212 making a total of 9,928 ballots cast in the City.

**SECTION 2.** That the names of persons voted for at the election for Member of the City Council are as follows:

Edward Albrecht
James R. Bozajian
Brian Cameron
Jasjeet (Monica) Kaur Parmar
David J. Shapiro

**SECTION 4.** That the number of votes given at each precinct and the number of votes given in the City to each of the persons above named for the

respective offices for which the persons were candidates are listed in Exhibit A attached.

**SECTION 5**. The City Council does declare and determine that:

James R. Bozajian was elected as Member of the City Council for the full term of four years; David J. Shapiro was elected as Member of the City Council for the full term of four years; and Edward Albrecht was elected as Member of the City Council for the full term of four years.

**SECTION 6.** The City Clerk shall enter on the records of the City Council of the City, a statement of the result of the election, showing: (1) The whole number of votes cast in the City; (2) The names of the persons voted for; (3) For what office each person was voted for; (5) The number of votes given at each precinct to each person; (6) The total number of votes given to each person.

**SECTION 7.** That the City Clerk shall immediately make and deliver to each of the persons so elected a Certificate of Election signed by the City Clerk and authenticated; that the City Clerk shall also administer to each person elected the Oath of Office prescribed in the Constitution of the State of California and shall have them subscribe to it and file it in the office of the City Clerk. Each and all of the persons so elected shall then be inducted into the respective office to which they have been elected.

**SECTION 8.** That the City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

PASSED, APPROVED AND ADOPTED this 14th day of December 2022.

	, Mayor
ATTEST:	APPROVED AS TO FORM:
Maricela Hernandez, City Clerk	Matthew T. Summers
Master Municipal Clerk	Colantuono, Highsmith & Whatley, PC
California Professional Municipal Clerk	City Attorney

2

R2022-1831

I, Maricela Hernandez, City Clerk of the City of Calabasas, do certify that per the Los Angeles County Registrar/Recorder's Office Certificate of Canvass, the returns of the General Municipal Election held on November 8, 2022, were certified and find that the number of votes given at each precinct and the number of votes given in the City to persons voted for the respective offices for which the persons were candidates were as follows:

Precinct Number	Votes	Registration	Ballots Cast	Albrecht	Bozajian	Cameron	Parmar	Shapiro	Total Votes	Voter Turnout %
	Votes at Vote Centers		7	3	3	3	-	4		
1000006A	Vote by Mail (VBM)	96	52	16	27	17	11	33	117	61%
	Total		59	19	30	20	11	37	Votes  117  1,389  77  811  1,909  2,512  5,632  - 3,209  301  3,975	
	Votes at Vote Centers		161	53	93	33	36	71		
1000007A	Vote by Mail (VBM)	1,304	581	199	359	96	176	273	1,389	57%
	Total		742	252	452	129	212	344		
	Votes at Vote Centers		7	4	2	1	1	4		
1000008A	Vote by Mail (VBM)	63	33	7	23	9	7	19	77	63%
	Total		40	11	25	10	8	23		
	Votes at Vote Centers		94	37	69	26	23	44		
1000009A	Vote by Mail (VBM)	618	283	112	212	70	83	135	811	61%
	Total		377	149	281	96	106	179		
	Votes at Vote Centers		193	52	113	53	44	96		
1000011A	Vote by Mail (VBM)	1,660	797	188	427	232	231	473	1,909	60%
	Total		990	240	540	285	275	569		
	Votes at Vote Centers		264	105	153	36	65	100		
1000015A	Vote by Mail (VBM)	2,657	1,086	346	682	202	310	513	2,512	51%
	Total		1,350	451	835	238	375	613		
	Votes at Vote Centers		363	139	212	107	89	202		
1000016A	Vote by Mail (VBM)	3,994	2,275	800	1,392	597	712	1,382	5,632	66%
	Total	ŕ	2,638	939	1,604	704	801	1,584		
	Votes at Vote Centers			-		-	-	-		
1000017A	Vote by Mail (VBM)	-		-		-	-	-	-	
	Total			-		-	-	-		
	Votes at Vote Centers		289	75	127	82	73	164		
1000033A	Vote by Mail (VBM)	2,862	1,343	298	734	439	415	802	3,209	57%
	Total	ŕ	1,632	373	861	521	488	966	•	
	Votes at Vote Centers		17	10	8	5	5	7		
1000075B	Vote by Mail (VBM)	207	113	42	86	47	28	63	301	63%
	Total		130	52	94	52	33	70		
	Votes at Vote Centers		321	82	166	96	69	186		
1000076A	Vote by Mail (VBM)	3,197	1,649	386	1,000	485	454	1,051	3,975	62%
	Total		1,970	468	1,166	581	523	1,237	,	
	Total	16,658	9,928	2,954	5,888	2,636	2,832	5,622	19,932	60%

VOTE CENTER BALLOTS/PROVISIONAL BALLOTS	1,716
VOTE BY MAIL	8,212
TOTAL BALLOTS CAST	9,928

Moricela Hernands

Maricela Hernandez, City Clerk Dated: December 14, 2022

# Los Angeles County Registrar-Recorder/County Clerk Certificate of the Canvass of the Election Returns

I, DEAN C. LOGAN, Registrar-Recorder/County Clerk of the County of Los Angeles, of the State of California, DO HEREBY CERTIFY that pursuant to the provisions of Section 15300 et seq. of the California Elections Code, I did canvass the returns of the votes cast for each elective office and/or measure(s) for

# Calabasas City

at the General Election, held on the 8th day of November, 2022.

I FURTHER CERTIFY that the Statement of Votes Cast, to which this certificate is attached, shows the total number of ballots cast in said jurisdiction, and that the whole number of votes cast for each candidate and/or measure(s) in said jurisdiction in each of the respective precincts therein, and the totals of the respective columns and the totals as shown for each candidate and/or measure(s) are full, true and correct.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal this 5th day of December, 2022.



DEAN C. LOGAN
Registrar-Recorder/County Clerk
County of Los Angeles

27.1 - PAGE - 997 of 17855 11/08/22 COUNTY OF LOS ANGELES -**GENERAL ELECTION** CALABASAS CITY GEN MUNI COUNCILMEMBER FINAL OFFICIAL STATEMENT OF VOTES CAST BY PRECINCT REGIST-**BALLOTS** LOCATION CAST RATION CALABASAS - 1000006D\* VOTE BY MAIL SERIAL 6177 TOTAL CALABASAS - 1000007A\* VOTE BY MAIL SERIAL 6178 TOTAL CALABASAS - 1000008C\* VOTE BY MAIL **SERIAL 6179** TOTAL CALABASAS - 1000009A\* VOTE BY MAIL SERIAL 6180 **TOTAL** CALABASAS - 1000011A\* VOTE BY MAIL **SERIAL 6181** TOTAL CALABASAS - 1000015A SERIAL 0133 VOTE BY MAIL TOTAL CALABASAS - 1000016A VOTE BY MAIL SERIAL 0134 **TOTAL** CALABASAS - 1000017A\* VOTE BY MAIL **SERIAL 6182 TOTAL** CALABASAS - 1000033A VOTE BY MAIL SERIAL 0135 TOTAL CALABASAS - 1000075B\* VOTE BY MAIL **SERIAL 6183** TOTAL CALABASAS - 1000076A VOTE BY MAIL SERIAL 0136 TOTAL BALLOT GROUP 189 - 9990189A^ VOTE BY MAIL **SERIAL 8189** TOTAL BALLOT GROUP 190 - 9990190A^ VOTE BY MAIL **SERIAL 8190** TOTAL BALLOT GROUP 191 - 9990191A^ VOTE BY MAIL **SERIAL 8191** TOTAL 

COUNTY OF LOS ANGELES - GENERAL E	LECTION								11/08/22		27.2	- PAGE -	998 of 1785
FINAL OFFICIAL STATEMENT OF VOTES CAST BY PRECINCT			CALABASAS COUNCILM	EMBER		~		#					
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ENIAL OFFICIAL STATISHEN OF VOTES CAST BY PRECINCT  LOCATION RESIST BALLOTS (NOT TOTAL 1776 990 946 440 2194 247 4744 198 NOT OTAL 19858 9928 2944 5988 2858 5922	COUNTY OF LOS ANGELES -	GENERAL ELECTION							11/08/22			27.3	- PAGE -	999 of 1785
RECINCT TOTAL   1716   580   946   442   405   878     1717   1718   580   946   442   405   878     1718   580   946   442   405   878     1718   580   946   442   405   878     1718   580   946   442   405   878     1718   580   946   442   405   878     1718   580   946   442   405   878     1718   580   946   442   405   878     1718   580   946   442   405   878     1718   1718   1718     1718   1718     1718   1718   1718     1718   1718   1718     1718   1718   1718     1718   1718   1718     1718   1718   1718     1718   1718	STATEMENT OF VOTES CAST			COUNCILM	EMBER		Ť.	.> 0			139			
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