



CITY of CALABASAS
CITY COUNCIL AGENDA
REGULAR MEETING
WEDNESDAY, JANUARY 25, 2023, 7:00 P.M.
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 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/83038682659?pwd=ZVBUNWRNY3dpWFFOSDI5QnBMR0NxQT09>

Passcode: 300292

Webinar ID: 830 3868 2659

Or iPhone one-tap:

US: +1-669-900-9128, 830 3868 2659# or +1-346-248-7799, 830 3868 2659#

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/83038682659>

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

NEW BUSINESS

1. [Consideration and approval of appointments to the Arts Council, Art in Public Places, Communications & Technology, Environmental, Historic Preservation, Library, Parks, Recreation & Education, Traffic & Transportation Commissions, and the Agoura Hills/Calabasas Community Center](#)
2. Oath of Office to appointed Commissioners

PRESENTATIONS

- By LA County Fire Department
- Proclamation recognizing January as Human Trafficking Prevention Month

ANNOUNCEMENTS/INTRODUCTIONS

ORAL COMMUNICATION – PUBLIC COMMENT

CONSENT ITEMS

3. [Approval of January 11, 2023 meeting minutes](#)

4. Ratification of the following Commission/Board appointments:

Terms expiring November 2024:

- a. **Communications & Technology Commission:** Michael Brockman (Albrecht); Candice Weber (Bozajian); David Goldwater (Kraut); and Richard Sherman (Shapiro);
- b. **Environmental Commission:** Luresa Byrne (Albrecht); David Cohan (Bozajian); Jacy Shillan (Kraut); and Beth Jagtiani (Weintraub);
- c. **Historic Preservation Commission:** Justin Ford (Bozajian); and Mark Silverman (Kraut);
- d. **Parks, Recreation and Education Commission:** Anita McQuillan (Albrecht); and Stephanie Williams (Shapiro);
- e. **Planning Commission:** Greg Byrne (Albrecht); Michael Harrison (Bozajian); Robert Lia (Kraut); Wendy Fassberg (Shapiro); Dennis Washburn (Weintraub); and John Mueller, Alternate (Council);
- f. **Public Safety Commission:** Sharon Boucher (Albrecht); Jeffrey Piraino (Bozajian); Joe Chilco (Kraut); Brian Cameron (Shapiro); Matt Slatoff (Weintraub) and Norma Citron (CERP);
- g. **Traffic and Transportation Commission:** Mike Pashai (Albrecht); Richard Cassel (Bozajian); and Peter Valk (Kraut);

Term expiring November 2023

- h. **Agoura Hills/Calabasas Community Center:** Marty Fadaei (alternate)

- 5. Recommendation to award a five-year Professional Services Agreement to Bio Aquatics to provide daily maintenance service to Calabasas Lake and lake equipment repair or replacement in an amount not to exceed \$1,260,000
- 6. Recommendation to approve Amendment No. 2 to the Professional Services Agreement with Azteca Landscape for landscape of the common areas outside individual homeowner associations and commercial properties within Landscape Maintenance Districts 24, 27 and 32, which will extend the contract duration until March 31, 2023 and increase the not to exceed amount to \$1,050,000
- 7. Recommendation to approve a Professional Services Agreement with Yunex, LLC to provide citywide traffic signal maintenance services for a one-year term in an amount not to exceed One Hundred Twenty Thousand Dollars (\$120,000.00)
- 8. Recommendation to approve Amendment No. 1 to the Ideal General Services, Inc. 2021 Professional Services Agreement to create a Demand-Response Program

NEW BUSINESS - CONTINUED

9. Discussion of options available to the City to authorize commercial cannabis activities and land uses

INFORMATIONAL REPORTS

10. Check Register for the period of December 30, 2022-January 13, 2023

TASK FORCE REPORTS

CITY MANAGER'S REPORT

FUTURE INFORMATION/AGENDA ITEMS

ADJOURN

The City Council will adjourn to a regular meeting on Wednesday, February 8, 2023, at 7:00 p.m.



CITY of CALABASAS

CITY COUNCIL AGENDA REPORT

DATE: JANUARY 12, 2023

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: MARICELA HERNANDEZ, MMC, CPMC, CITY CLERK

SUBJECT: CONSIDERATION AND APPROVAL OF APPOINTMENTS TO THE ARTS COUNCIL, ART IN PUBLIC PLACES, COMMUNICATIONS & TECHNOLOGY, ENVIRONMENTAL, HISTORIC PRESERVATION, LIBRARY, PARKS, RECREATION & EDUCATION, TRAFFIC & TRANSPORTATION COMMISSIONS; AND THE AGOURA HILLS/CALABASAS COMMUNITY CENTER JPA BOARD

MEETING DATE: JANUARY 25, 2023

SUMMARY RECOMMENDATION:

That the Council approve appointments to the Arts Council, Art in Public Places, Communications and Technology, Environmental, Historic Preservation, Library, Parks, Recreation and Education, Traffic and Transportation Commissions; and the Agoura Hills/Calabasas Community Center JPA Board.

BACKGROUND:

Pursuant to the Calabasas Municipal Code, City Commission members, with the exception of the Library Commission, serve terms lasting for the lesser of two years or until the expiration of the term of the Councilmember who nominated that commissioner. Library Commissioners serve three-year terms as set forth in the California Education Code. The Agoura Hills/Calabasas Community Center members serve a one-year term.

Attached is a matrix listing City Council recommendations to fill Commission positions.

Commission seats still pending nominees and those who are not available to attend this meeting will be scheduled for subsequent meetings.

REQUESTED ACTION:

1) That the Council approve the following appointments:

For terms expiring November 2024

- a. Arts Council Chair: Negin Ghaffari (Council);
- b. Art in Public Places: Laurel Ford (Council);
- c. Communications & Technology Commission: Carey Melcher (Weintraub
- d. Environmental Commission: Whitney Schwartz (Shapiro);
- e. Historic Preservation Commission: Matthew Huzaineh (Albrecht) and Michael Heumann (Shapiro);
- f. Parks, Recreation and Education Commission: Julie Elginer (Bozajian); Negin Ghaffari (Weintraub); and Charlotte Meyer (Sr. Center Advisory Board);
- g. Traffic and Transportation Commission: Jason Sperling Reich (Shapiro); and Heath Patton (Weintraub);

For term expiring November 2023

- h. Library Commission: Julie Shy-Sobol (Kraut);
- i. Agoura Hills/Calabasas Community Center: Marty Fadaei (alternate)

ATTACHMENTS:

- a. Appointment recommendation log
- b. Commission applications/resumes

COMMISSION APPOINTMENT/REAPPOINTMENT RECOMMENDATIONS

ITEM 1 ATTACHMENT A

| NAME | APPOINTING COUNCILMEMBER | REAPPOINTMENT REQUESTED | RECOMMENDED FOR APPOINTMENT/REAPPOINTMENT |
|--|--------------------------|-------------------------|---|
| ARTS COUNCIL CHAIR | | | |
| NEGIN GHAFARI | COUNCIL | | YES/NEW |
| ARTS IN PUBLIC PLACES | | | |
| LAUREL FORD | COUNCIL | | YES/NEW |
| COMMUNICATIONS AND TECHNOLOGY COMMISSION | | | |
| CAREY MELCHER | WEINTRAUB | YES | YES |
| ENVIRONMENTAL COMMISSION | | | |
| WHITNEY SCHWARTZ | SHAPIRO | YES | YES |
| HISTORIC PRESERVATION COMMISSION | | | |
| MATTHEW HUZAINEH | ALBRECHT | | YES/NEW |
| MICHAEL HEUMANN | SHAPIRO | YES | YES |
| LIBRARY COMMISSION | | | |
| JULIE SHY-SOBOL | KRAUT | | YES/NEW |
| PARKS, RECREATION AND EDUCATION COMMISSION | | | |
| JULIE ELGINER | BOZAJIAN | YES | YES |
| NEGIN GHAFARI | WEINTRAUB | YES | YES |
| CHARLOTTE MEYER | COUNCIL | YES | YES (SR. CENTER ADVISORY BOARD) |
| TRAFFIC AND TRANSPORTATION COMMISSION | | | |
| JASON STERLING REICH | SHAPIRO | YES | YES |
| HEATH PATTON | WEINTRAUB | | YES/NEW |
| AGOURA HILLS/CALABASAS COMMUNITY CENTER JPA | | | |
| MARTY FADAEI/ALTERNATE | COUNCIL | | YES/NEW |

ARTS COUNCIL



CLICK TO EMAIL APPLICATION

CITY of CALABASAS
APPLICATION FOR APPOINTMENT

AS A MEMBER OF:

- Agoura Hills/Calabasas Community Center Board
- Architectural Review Panel
- Art in Public Places Advisory Committee
- Arts Council
- Communications and Technology Commission
- Environmental Commission
- Historic Preservation Commission
- Library Commission
- Mayor's Youth Council
- Parks, Recreation & Education Commission
- Planning Commission
- Public Safety Commission
- Traffic & Transportation Commission
- The Calabasas Community Foundation, Inc.
- Student Member Name of School: Grade:
- Other:

ARE THERE ANY WORKDAY EVENINGS YOU COULD NOT MEET? YES NO

If yes, when:

NAME: **Negin Ghaffari**

ADDRESS: [REDACTED]

Check one: Calabasas, 91302 Calabasas, 91301 Topanga, 90290

HOME PHONE: [REDACTED] CELL PHONE:

E-MAIL: [REDACTED]

REGISTERED VOTER IN CALABASAS? YES NO IF STUDENT, PRE-REGISTERED: YES NO

OCCUPATION: **Business owner/Educator Mom** EMPLOYER:

BUSINESS TELEPHONE: [REDACTED]

BUSINESS ADDRESS: [REDACTED]

TYPE OF BUSINESS: **Montessori School**

EDUCATION:

BA Sociology MA Public Administration, Ph.D Educational Studies

CIVIC AFFILIATIONS:

AERA , CAEYAC, Nayec, IAWF

COMMUNITY INTERESTS:

Inclusion and advocacy/ Education/ community bridge building/ Business and Government partnership/ civic engagement of youth/ the arts and of course preservation of our uniquely natural community and its preservation thereof. Environmental responsibility.

PLEASE GIVE A BRIEF STATEMENT AS TO WHY YOU ARE INTERESTED IN SERVING ON THIS COMMISSION OR BOARD:

I have thoroughly been honored to serve as a commissioner in the past. I believe that earnest and empathetic civic engagement is at the heart of our democracy. I believe that as a mother, business owner I can be of service to our city. I hope to continue deriving in any capacity I can be of best service.

12/13/22
DATE:



SIGNATURE OF APPLICANT

Please attach any additional information relating to this application and return to the City Clerk, City of Calabasas, via US Mail at 100 Civic Center Way, Calabasas, CA 91302; or by email at mhernandez@cityofcalabasas.com. For more information, please call (818) 224-1600.

INDIVIDUALS WITH DISABILITIES REQUIRING ANY ACCOMMODATION TO PARTICIPATE IN THE APPLICATION AND SELECTION PROCESS MUST INFORM THE CITY OF CALABASAS AT THE TIME THIS APPLICATION IS SUBMITTED. INDIVIDUALS NEEDING SUCH ACCOMMODATIONS MUST DOCUMENT THE NEED FOR SUCH ACCOMMODATION INCLUDING THE TYPE AND EXTENT OF ACCOMMODATIONS NEEDED TO COMPLETE THE APPLICATION FORM, PARTICIPATE IN THE SELECTION PROCESS OR PERFORM THE VOLUNTEER DUTIES/JOB FOR WHICH THEY ARE APPLYING.

ART IN PUBLIC PLACES



CITY of CALABASAS
APPLICATION FOR APPOINTMENT

AS A MEMBER OF:

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- Planning Commission
- Public Safety Commission
- Traffic & Transportation Commission
- The Calabasas Community Foundation, Inc.
- Student Member Name of School: Grade:
- Other:

RECEIVED
NOV 28 2022
CITY OF CALABASAS
CITY CLERK'S OFFICE

ARE THERE ANY WORKDAY EVENINGS YOU COULD NOT MEET? YES NO

If yes, when:

NAME: **Laurel Ford**

ADDRESS: [REDACTED]

Check one: Calabasas, 91302 Calabasas, 91301 Topanga, 90290

HOME PHONE: **none**

CELL PHONE: [REDACTED]

E-MAIL: [REDACTED]

REGISTERED VOTER IN CALABASAS? YES NO IF STUDENT, PRE-REGISTERED: YES NO

OCCUPATION: **Retired Educator**

EMPLOYER:

BUSINESS TELEPHONE:

BUSINESS ADDRESS:

TYPE OF BUSINESS:

EDUCATION:

I graduated from UCLA with a B.A. I then obtained a teaching credential from UCLA. I went on to acquire two masters degrees from California State University, Northridge. I have an MA in Educational Administration and an MA in Educational Psychology. I have continued my education for the last 10 years first in landscape design and gardening and then in art.

CIVIC AFFILIATIONS:

I am currently on the Parks, Recreation, and Education Commission and have served for over 8 years including being chairperson. I am also Arts Chair for Calabasas. In addition, I have had many opportunities to work with the community in the past as Principal and Director of Curriculum for Oak Park. For example, I have served on PTA Boards, Site Councils and worked closely with the Parks and Recreation Dept. As a parent, I worked with Girl Scouts, AYSO, and school sponsored activities. I am a member of the Sierra Club, Native Plant Society, World Wildlife Organization, and Theodore Payne Society. I am also a Master Gardener for Ventura County.

COMMUNITY INTERESTS:

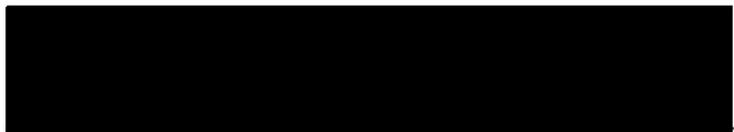
I am passionate about the environment and would love to continue my work with the City of Calabasas. I have been a Master Gardener for over 10 years with experience in installing native gardens both for Ventura County and in my own yard. I have conducted in-services for the community on gardens. I have worked with the Surfrider Foundation and have participated in Malibu Creek clean-ups. I am a hiker who loves and respects our Santa Monica Mountains. I have attended Calabasas Earth Day and Arbor Day Celebrations and support all the efforts our city is making including recycling, plastic bag bans, and the promotion of our wildlife habitats.

PLEASE GIVE A BRIEF STATEMENT AS TO WHY YOU ARE INTERESTED IN SERVING ON THIS COMMISSION OR BOARD:

I have lived in Calabasas for over 35 years and am proud of my community. For over 8 years I have served on the Parks, Recreation, and Education Commission and was appointed Arts Chair for the City. I have really enjoyed that experience, but I feel it is time to explore other ways that I can serve my community. I have always been an environmental advocate and feel I can really contribute both knowledge and dedicated energy to supporting our city's environmental efforts. I have taken many college classes in landscape and native plants and have applied that knowledge to my Master Gardener projects and to my own home gardens. I have demonstrated over the last 8 years with the PRE Commission that I am committed to service to Calabasas. I would appreciate being considered for appointment on the Environmental Commission. It would allow me another opportunity to give back to the city and be a part of building its strong future.

Nov. 23, 2022

DATE:



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COMMUNICATION & TECHNOLOGY



CITY of CALABASAS
APPLICATION FOR APPOINTMENT

AS A MEMBER OF:

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- Art in Public Places Advisory Committee
- Arts Council

- Communications and Technology Commission
- Environmental Commission
- Historic Preservation Commission
- Library Commission
- Mayor's Youth Council
- Parks, Recreation & Education Commission
- Planning Commission
- Public Safety Commission
- Traffic & Transportation Commission
- Student Member Name of School: Grade:
- Other:

ARE THERE ANY WORKDAY EVENINGS YOU COULD NOT MEET? YES NO

If yes, when:

NAME: Carey Melcher

ADDRESS:

Check one: Calabasas, 91302 Calabasas, 91301 Topanga, 90290

HOME PHONE: [REDACTED]

CELL PHONE: [REDACTED]

E-MAIL: [REDACTED]

REGISTERED VOTER IN CALABASAS? YES NO IF STUDENT, PRE-REGISTERED: YES NO

OCCUPATION: Retired

EMPLOYER:

BUSINESS TELEPHONE:

BUSINESS ADDRESS:

TYPE OF BUSINESS: TV Commercial Production

EDUCATION:

MFA - UCLA, Television and Film, 1973

CIVIC AFFILIATIONS:

CPHA Board Member for the past 6 years
The Ridge BOD - Director

COMMUNITY INTERESTS:

Active with our LMD and working with Heather to promote America In Bloom for the past several years.

PLEASE GIVE A BRIEF STATEMENT AS TO WHY YOU ARE INTERESTED IN SERVING ON THIS COMMISSION OR BOARD:

I would like to continue to work with CTC as a member of the Commission as well as on the Wireless subcommittee to promote better cellular services throughout the City. Over the past couple of years worked with our Planning Department to revise our City Wireless Ordinance as a member of our Wireless subcommittee. As Chair a couple of years ago, we met with Calabasas High to start a more robust working relationship with the TV/Film students. We can all see the fruits of that effort currently in the PSA's that the students are producing for CTV, working with our City Media Department. The main issue, and my goal for CTC this coming year will be to guide, as best possible, better communications for public safety, an ongoing issue here in Calabasas.

10-6-22

DATE:



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ENVIRONMENTAL



CITY of CALABASAS
APPLICATION FOR APPOINTMENT

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- Planning Commission
- Public Safety Commission
- Traffic & Transportation Commission
- The Calabasas Community Foundation, Inc.
- Student Member — Name of School:
- Other:

[Handwritten Signature]
 SIGNATURE OF APPLICANT
 Grade:

ARE THERE ANY WORKDAY EVENINGS YOU COULD NOT MEET? YES NO

If yes, when:

NAME: **Whitney Schwartz**

ADDRESS: [REDACTED]

Check one: Calabasas, 91302 Calabasas, 91301 Topanga, 90290

HOME PHONE:

CELL PHONE: [REDACTED]

E-MAIL: [REDACTED]

REGISTERED VOTER IN CALABASAS? YES NO IF STUDENT, PRE-REGISTERED: YES NO

OCCUPATION: **designer**

EMPLOYER:

BUSINESS TELEPHONE: [REDACTED]

BUSINESS ADDRESS: [REDACTED]

TYPE OF BUSINESS: **jewelry designer**

EDUCATION:

CIVIC AFFILIATIONS:

Environment Commissioner

COMMUNITY INTERESTS:

I have spent two decades caring for the environmental landscape of Calabasas. I have volunteered at countless city events, created programs at our schools and I continue to do so.

PLEASE GIVE A BRIEF STATEMENT AS TO WHY YOU ARE INTERESTED IN SERVING ON THIS COMMISSION OR BOARD:

I am currently part of the Native Plants sub-committee and act as a liason between the schools programs and the school district and the city. I continue to work on creating a safer, clearer environment for the city of Calabasas. I am the proud recipient of the Whitney Schwartz awared for Enviironemntal Excellence. I constantly post on social media tips to our Calabasas community, reminding locals about how to properly recycle, compost, how to reduce and make smarter chocies in our homes. Residents call me often asking me for environmental tips.I am currently workign with theTraffic and Safty Commission to make the Mulholland Corridor and safe place for our wild amamals tha tare killed there far too often. I would like you to consider me for Environmetal Commissioner for the City of Calabasas.

January 16, 2023

DATE:

SIGNATURE

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HISTORIC PRESERVATION

RECEIVED

By amendoza at 2:54 pm, Dec 14, 2022



CITY of CALABASAS
APPLICATION FOR APPOINTMENT

AS A MEMBER OF:

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- Planning Commission
- Public Safety Commission
- Traffic & Transportation Commission
- The Calabasas Community Foundation, Inc.
- Student Member Name of School: Grade:
- Other:

ARE THERE ANY WORKDAY EVENINGS YOU COULD NOT MEET? YES NO

If yes, when:

NAME: Matthew William Huzaineh

ADDRESS: [REDACTED]

Check one: Calabasas, 91302 Calabasas, 91301 Topanga, 90290

HOME PHONE: n/a

CELL PHONE: [REDACTED]

E-MAIL: [REDACTED]

REGISTERED VOTER IN CALABASAS? YES NO IF STUDENT, PRE-REGISTERED: YES NO

OCCUPATION: Attorney EMPLOYER: SELF: The Law Office of Matthew Huzaineh, P.C.

BUSINESS TELEPHONE: [REDACTED]

BUSINESS ADDRESS: [REDACTED]

TYPE OF BUSINESS: Law Firm

EDUCATION: JD (2017) - University of California, Hastings (San Francisco)
LLM (2017) - Sorbonne Law School (Paris)
BA (2013) - University of California, Davis (Davis)

CIVIC AFFILIATIONS:

Commissioner, Calabasas Traffic and Transportation Commission [2019 - present];
Boardmember, Calabasas Village Homeowners Association [2019 - present].

COMMUNITY INTERESTS:

Saturday Farmers Market ; Reducing traffic congestion ; Hiking our lovely trails in Calabasas and responsibly interacting with the local flora and fauna ; Meeting and chatting with residents and neighbors ; Maintaining the City's picturesque aesthetic and quiet streets.

PLEASE GIVE A BRIEF STATEMENT AS TO WHY YOU ARE INTERESTED IN SERVING ON THIS COMMISSION OR BOARD:

I have been a proud Traffic and Transportation Commissioner since 2019, and I truly wish to continue serving the City of Calabasas now that my appointer, Mary Sue Maurer, is retiring from the City Council.

Serving on the Traffic and Transportation is something I would be honored and excited to continue. But I must admit that serving on the Planning Commission is where my skillset as a corporate and real estate attorney could be best honed. Regardless of the Commission, I am grateful to be considered to continue serving the best little City in the world.

Attached:
C.V. (updated 12/22)

December 14, 2022

DATE:



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Commissioner Matthew William Huzaineh J.D., LL.M.

Summary

Solo Corporate and Real Estate Attorney for a variety of business minded clientele including celebrities and high-profile public figures; Private practice has successfully executed agreements and settled litigation worth a total of nine-figures to date; Proud Commissioner for the Great City of Calabasas.

Career Experience

THE LAW OFFICE OF MATTHEW HUZAINEH, P.C. (Los Angeles)

Principal Attorney [6/19 present]

- Boutique law firm specializing in all matters of corporations both domestically and abroad including real estate, entertainment, and IP.

THE DEMIRIS LAW FIRM, P.C. (San Francisco Bay Area)

Law Clerk [8/17 2/18]

- Litigated probate and conservatorship cases at a firm priding itself on defending the interests of the elderly and disabled.

CROATIAN MEDIATION ASSOCIATION (Zagreb, Croatia)

Summer Legal Intern [5/16 8/16]

- Managed / practiced alternative dispute resolution on high-value European disputes under Judge Srđan Šimac of Croatia's High Commercial Court.

TSAO-WU & YEE LLP (San Francisco)

Summer Legal Intern [5/15 8/16]

- Introduced to corporate law at a multinational law firm where my first-ever case netted six-figures in client dividends and made me hungry for more.

FRANCISCAN MEDIA CENTER (San Francisco)

Voiceover Actor / Recording Engineer [8/13 5/15]

- Contributed to voice recording & production on six published video projects.

Education

SORBONNE LAW SCHOOL (UNIVERSITÉ PANTHÉON-ASSAS) (Paris)

LL.M. Master of European Laws [Class of 2017]

UNIVERSITY OF CALIFORNIA, HASTINGS (San Francisco)

J.D. Doctor of Law [Class of 2017]

UNIVERSITY OF CALIFORNIA, DAVIS (Davis)

B.A. Bachelor of Arts, Psychology, with honors [Class of 2013]

[cont.]

Commissioner Matthew William Huzaineh J.D., LL.M.

Committees, Associations and Programs

CITY OF CALABASAS (California)

Commissioner, Traffic and Transportation [1/19 present]

- Responsible for evaluating and approving projects impacting public fairways and City transportation programs.

CALABASAS VILLAGE HOMEOWNERS ASSOCIATION (California)

Boardmember [7/19 present]

- One of nine people serving on the homeowners association board for the only mobile home community in Calabasas. Home to over 400 residents.

U.C. HASTINGS GLOBAL PROGRAMS (Paris)

Dual-Degree Recipient [8/16 5/17]

- Only member of graduating class to earn an additional Master's degree along with J.D. after being granted admission into the European Laws Program at France's prestigious Sorbonne Law School (*Université Panthéon-Assas*).

U.C. HASTINGS PROFESSIONAL DEVELOPMENT COMMITTEE (San Francisco)

Chair [5/15 5/16]

- Trained and managed group of six fellow law students. Tasked with scheduling and helping peers prepare for professional networking events and opportunities with prominent attorneys.

Networking Coordinator [8/14 5/15]

- Proudly served with seven fellow students. Coordinated with hundreds of attorneys and planned over eighty successful networking events nationwide.

U.C. HASTINGS EDUCATIONAL EFFECTIVENESS COMMITTEE (San Francisco)

Student Advisor [8/14 5/15]

- Proudly served with one fellow student and four educators. Evaluated eight courses and provided assessments and recommendations to law school faculty and administration.

ASSOCIATED STUDENTS OF U.C. HASTINGS (San Francisco)

Vice-President [5/15 5/16]

- Elected by the law school student body to serve as one of only two Vice-Presidents. As External Vice-President I was tasked with representing students in capacities outside of campus, as well as maintaining and cultivating outside support for the law school as a whole.

[cont.]

Commissioner Matthew William Huzaineh J.D., LL.M.

Section Representative [8/14 5/15]

- Elected to represent eighty-two of my classmates in student government. I proudly sponsored and cosponsored six successful resolutions during my first year in student government, and I was elected to serve as Vice-President the second year.

UNIVERSITY OF CALIFORNIA EDUCATION ABROAD PROGRAM (Paris)

University Selectee [8/12 5/13]

- Awarded a scholarship to participate in a rigorous yearlong study abroad program at France's best political science university and alma mater of seven of the last eight French presidents, the *Institut d'Études Politiques de Paris*.

CALIFORNIA PUBLIC INTEREST RESEARCH GROUP ("CalPIRG") (Davis)

Lobbying & Legislative Coordinator [8/11 6/12]

- Trained and managed a team of five fellow students out of thirty-five total. Tasked with collecting petitions supporting, and successfully persuaded Davis City Council to enact several student-backed policies and ordinances.



CITY of CALABASAS
APPLICATION FOR APPOINTMENT

AS A MEMBER OF:

- Agoura Hills/Calabasas Community Center Board
- Architectural Review Panel
- Art in Public Places Advisory Committee
- Arts Council
- Communications and Technology Commission
- Environmental Commission
- Historic Preservation Commission
- Library Commission
- Mayor's Youth Council
- Parks, Recreation & Education Commission
- Planning Commission
- Public Safety Commission
- Traffic & Transportation Commission
- The Calabasas Community Foundation, Inc.
- Student Member Name of School: Grade:
- Other:

RECEIVED
DEC 14 2022
CITY OF CALABASAS
CITY CLERK'S OFFICE

ARE THERE ANY WORKDAY EVENINGS YOU COULD NOT MEET? YES NO

If yes, when:

NAME: Michael Heumann

ADDRESS:

Check one: Calabasas, 91302 Calabasas, 91301 Topanga, 90290

HOME PHONE: [REDACTED]

CELL PHONE: same

E-MAIL: [REDACTED]

REGISTERED VOTER IN CALABASAS? YES NO IF STUDENT, PRE-REGISTERED: YES NO

OCCUPATION: **Art attorney & advisor** EMPLOYER: **Self**

BUSINESS TELEPHONE: [REDACTED]

BUSINESS ADDRESS: [REDACTED]

TYPE OF BUSINESS: **art law & advisory**

EDUCATION:

BA (Princeton); BSE (Princeton); MBA (Stanford); JD (UC Berkeley)

CIVIC AFFILIATIONS:

Autry Museum (trustee); California Club Art Committee (chair); California Art Club (board); Ethnic Arts Council (board); Century City Arts Council (board); Calabasas Historic Preservation Commission (commissioner)

COMMUNITY INTERESTS:

Historic preservation; local history; arts

PLEASE GIVE A BRIEF STATEMENT AS TO WHY YOU ARE INTERESTED IN SERVING ON THIS COMMISSION OR BOARD:

To promote the recognition of and preservation of Calabasas historic buildings and sites.

12/15/22

DATE:



SIGNATURE OF APPLICANT

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PARKS, RECREATION & EDUCATION



CITY of CALABASAS
APPLICATION FOR APPOINTMENT

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NOV 07 2022

**CITY OF CALABASAS
CITY CLERK'S OFFICE**

AS A MEMBER OF:

- Agoura Hills/Calabasas Community Center Board
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- Library Commission
- Mayor's Youth Council
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- Planning Commission
- Public Safety Commission
- Traffic & Transportation Commission
- The Calabasas Community Foundation, Inc.
- Student Member Name of School: _____
- Other: _____

Grade: _____

ARE THERE ANY WORKDAY EVENINGS YOU COULD NOT MEET? YES NO

If yes, when:

NAME: **Julie Elginer**

ADDRESS: _____

Check one: Calabasas, 91302 Calabasas, 91301 Topanga, 90290

HOME PHONE: _____

CELL PHONE: _____

E-MAIL: _____

REGISTERED VOTER IN CALABASAS? YES NO

IF STUDENT, PRE-REGISTERED: YES NO

OCCUPATION: **Faculty and Director**

EMPLOYER: **UCLA**

BUSINESS TELEPHONE: _____

BUSINESS ADDRESS: _____

TYPE OF BUSINESS: **Higher education / academia**

EDUCATION:

Doctor of Public Health - UCLA

Master of Business Administration - University of Maryland

Bachelor of Arts - Carthage College

CIVIC AFFILIATIONS:

Commissioner - Parks, Recreation, Education Commission (2021-current)
Commissioner - Environmental (2013-2017)
District Advisory Council member to Assembly Member Jessie Gabriel (2020-current)
Public Board Member - State of California Board of Chiropractic Examiners (2012-2016)
CERT trained member for emergency preparedness and response - 2013

COMMUNITY INTERESTS:

Use of parks and recreational spaces, environmental preservation, efficient use of resources according to the Calabasas General Plan, zoning, public safety, and communications, emergency preparedness and response, engaging multigenerational members of the community, civic leadership, and youth leadership.

PLEASE GIVE A BRIEF STATEMENT AS TO WHY YOU ARE INTERESTED IN SERVING ON THIS COMMISSION OR BOARD:

As a current and former Commissioner having served the city for almost seven years, I am committed to promoting civic leadership and engagement. During my tenure, my contributions include advising the City Council on myriad recreational and environmental issues including the use of our parks, incorporating an intergenerational photography contest highlighting various aspects of the City, expanding electric vehicle charging stations, anticoagulant rodenticide policies and more. Staff and Commissioners widely praise me for my leadership style, engaged communications and effective governance.

As we emerge from this pandemic, our community faces fiscal challenges with the loss of tax revenue from car dealerships, the need for controlled growth juxtaposed against the desire to preserve our environmental spaces. The City will continue to be called upon to examine policies such as allowing natural gas in the construction of new homes, commercial tax revenues, renegotiation service and partnership contracts. We need diversity-minded and inclusive leaders who can use data to inform policy.

I have a multi-year track record of serving both as a policy maker (gubernatorial appointee promulgating regulation from 2012-2016), a trusted advisor to state elected officials and City Council members alike. With strong governance and management experience, an inclusive style and a history of delivering results, I can step into a Commission role and make an immediate impact. I've done this twice for the City and want to expand upon it. Thank you for consideration.

November 4, 2022

DATE:

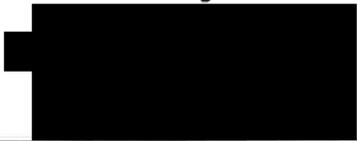


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Julie A. Elgner



EDUCATION

University of California, Los Angeles

Doctor of Public Health

2011

Department of Health Policy and Management

Area of Concentration: Health Policy; Certification in Global Health

Dissertation: "Advancing Public Health Advocacy: Increasing Awareness for Perinatal Mental Health – A Case Study Analysis"

Honors: Dissertation unanimously passed with Distinction 4.0 GPA

Committee Members: Fred Hagigi (Chair), Jonathan Fielding, Stuart Schweitzer, Michelle Bholat

University of Maryland, College Park

Master of Business Administration

1999

Dual Concentration: Marketing and Strategic Management

Honors: Graduate Fellow, IBM *QUEST* Program

Carthage College

Bachelor of Arts

1995

Dual Concentration: Accounting and Business Administration

Minor: History

Honors: Magna Cum Laude, All College Honors (1 of 8 students)

Outstanding Accounting Student (1994,1995)

AWARDS

- Outstanding Community Educator teaching award from the UCLA Department of Psychiatry and Biobehavioral Sciences, Geffen School of Medicine **2022**
- Nominated for UCLA Distinguished Non-Senate Faculty Teaching Award **2021, 2020**
- Inducted into Upsilon Phi Delta, Honor Society for Healthcare Administration **2020**
- Received "Departmental Teaching Award" for Health Policy and Management by the UCLA Public Health Student Association. **2016**
- Received "Outstanding Teaching of an Upper Division or Elective Course" by the UCLA Public Health Student Association. This is the highest teaching award given by students across all five departments at the UCLA Fielding School of Public Health. **2015**
- Distinguished Leadership Award Delegation, United Nations Association of New York. Awarded to Association of Junior League International for efforts to combat human trafficking. **2011**
- Outstanding Colleague of the Year, National Association of Pediatric Nurse Practitioners – Los Angeles Chapter, the highest award for non-clinicians.
- Individual Member Resolution, California Legislature. Recognized by the state legislature for a "lifetime of meritorious service to the community," specifically for social justice advocacy efforts on behalf of women and children. **2010**

TEACHING EXPERIENCE

University of California, Los Angeles – Fielding School of Public Health,

Assistant Professor

Community Health Sciences, Bixby Program for Reproductive Health

2012-Present

"CHS M430 – Building Advocacy Skills: A Reproductive Health Focus." Design and teach a graduate level course related to community, media, legislative and organizational advocacy. Reproductive health topics focused on adolescents, males, preserving access to family planning, maternal morbidity, perinatal mental health, and reproductive health technologies. Student

evaluations consistently excellent.

Department of Health Policy and Management

2014-Present

"*HPM 436 – Healthcare Financial Management.*" Redesigned and teach a pivotal required course in the MPH program. Topics include breakeven analysis, contribution margin, financial statement assessment, cost shifting, ratios, budgeting, and variances for healthcare delivery and payment systems. Student evaluations consistently excellent.

"*HPM 445 – Healthcare Marketing.*" Redesigned and teach a popular elective course in the MPH program and a required course in the EMPH program. Through case-based learning students learn segmentation, targeting, positioning, demand forecasting, market assessment and business planning.

Teaching Assistant - "HS 422: Managed Care"

2009

Provided supplemental instructional assistance to students enrolled in the Executive Masters in Public Health (EMPH) program.

Johns Hopkins University School of Nursing

2002

Adjunct Instructor – "Nursing Leadership Academy" in partnership with Advisory Board Company, Washington DC
Developed curriculum, taught classes and conducted workshops at leading North American hospitals. Fostered leadership at the front-line in nursing management through presenting best practice research, moderating case study discussions and facilitating leadership exercises.

University of Maryland, College Park

1997-1999

Teaching Assistant – "IBM QUEST Program"

Taught Total Quality Management principles to undergraduate students from the School of Business and the School of Engineering, proctored exams, provided supplemental instruction, administered all grades.

Carthage College

Tutor – Tax Accounting, Cost Accounting, Auditing, Intermediate Accounting

1993-1995

SERVICE TO UCLA

FSPH Environmental Sustainability Committee

2020-2022

UCLA Center for the Study of Women

Advisory Board Member

2019-Present

UCLA Semel Institute for Neuroscience and Behavior, Psychiatric Residency Education

2019-Present

Developed and delivered a 10-part series to residents and fellows entitled Physician Roles in Advocacy: A Structural Intervention. Evaluation scores were among the highest for the entire curriculum.

Dinner for Ten

Host groups of students and healthcare leader for dinner and conversation

2018 – Present

Case Competition Team Coach

Mentor and advise teams of students participating in regional and national case competitions.

2015 – Present

CIVIC LEADERSHIP APPOINTMENTS

- Public Board Member and Secretary: Two-time Appointee of Governor Jerry Brown to the California Board of Chiropractic Examiners **2012- 2017**
- Advisory Council Member, California State Assembly Member Jesse Gabriel (District 45) **2021 - Present**
- Commissioner: Appointed by Calabasas City Council to the Parks, Recreation and Education Commission, Environmental Commission **2021 - Present, 2013 –2018**

CONSULTING ENGAGEMENTS

- National Association of Pediatric Nurse Practitioners –Los Angeles Chapter
-

-
- Court Appointed Special Advocates (CASA) of Los Angeles
 - Children's Bureau
 - Girl Scouts of Greater Los Angeles
 - United States Food and Drug Administration
-

MANUSCRIPTS IN DEVELOPMENT

- "*Advocacy is not a spectator sport: Creating a structural interventions curriculum for psychiatry residents*" (working title). Joint authorship with Enrico Castillo, MD – Associate Director for Residency Education, Semel Institute for Neuroscience and Human Behavior; Sophie Feller, MD – Psychiatry Resident

 - Unidentified Case of Health Organizations – A Case study
The financial statements of 15 health organizations have been blinded. Students are given a list of the types of entities ranging from biotechnology, health insurer, hospital, home-health care and more. Using financial analytical techniques, students must determine which organization aligns with their financial statements. A teaching guide provides indicators to determine the rationale as well as a facilitator guide to debrief with the class.
-

GRANTS

- Undergraduate Public Health Scholars Program (CUPS): A Public Health Experience to Expose Undergraduates interested in Minority Health to Public Health. Develop and deliver a distance-based advocacy curriculum.



CLICK TO EMAIL APPLICATION

CITY *of* CALABASAS
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- Planning Commission
- Public Safety Commission
- Traffic & Transportation Commission
- The Calabasas Community Foundation, Inc.
- Student Member Name of School: Grade:
- Other:

ARE THERE ANY WORKDAY EVENINGS YOU COULD NOT MEET? YES NO

If yes, when:

NAME: **Negin Ghaffari**

ADDRESS: [REDACTED]

Check one: Calabasas, 91302 Calabasas, 91301 Topanga, 90290

HOME PHONE: [REDACTED]

CELL PHONE:

E-MAIL: [REDACTED]

REGISTERED VOTER IN CALABASAS? YES NO IF STUDENT, PRE-REGISTERED: YES NO

OCCUPATION: **Business owner/Educator Mom** EMPLOYER:

BUSINESS TELEPHONE: [REDACTED]

BUSINESS ADDRESS: [REDACTED]

TYPE OF BUSINESS: **Montessori School**

EDUCATION:

BA Sociology MA Public Administration, Ph.D Educational Studies

CIVIC AFFILIATIONS:

AERA , CAEYAC, Nayec, IAWF

COMMUNITY INTERESTS:

Inclusion and advocacy/ Education/ community bridge building/ Business and Government partnership/ civic engagement of youth/ the arts and of course preservation of our uniquely natural community and its preservation thereof. Environmental responsibility.

PLEASE GIVE A BRIEF STATEMENT AS TO WHY YOU ARE INTERESTED IN SERVING ON THIS COMMISSION OR BOARD:

I have thoroughly been honored to serve as a commissioner in the past. I believe that earnest and empathetic civic engagement is at the heart of our democracy. I believe that as a mother, business owner I can be of service to our city. I hope to continue deriving in any capacity I can be of best service.

12/13/22
DATE:



SIGNATURE OF APPLICANT

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TRAFFIC & TRANSPORTATION

RECEIVED

By amendoza at 3:13 pm, Nov 21, 2022



CLICK TO EMAIL APPLICATION

CITY of CALABASAS
APPLICATION FOR APPOINTMENT

AS A MEMBER OF:

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- Planning Commission
- Public Safety Commission
- Traffic & Transportation Commission
- The Calabasas Community Foundation, Inc.
- Student Member Name of School: Grade:
- Other:

ARE THERE ANY WORKDAY EVENINGS YOU COULD NOT MEET? YES NO

If yes, when:

NAME: Jason Sperling Reich

ADDRESS: [REDACTED]

Check one: Calabasas, 91302 Calabasas, 91301 Topanga, 90290

HOME PHONE: [REDACTED]

CELL PHONE: [REDACTED]

E-MAIL: [REDACTED]

REGISTERED VOTER IN CALABASAS? YES NO IF STUDENT, PRE-REGISTERED: YES NO

OCCUPATION: Consultant & Journalist

EMPLOYER: Celluloid Junkie

BUSINESS TELEPHONE: [REDACTED]

BUSINESS ADDRESS: [REDACTED]

TYPE OF BUSINESS: Motion Picture Trade Publication

EDUCATION:

BFA and BA from New York University

CIVIC AFFILIATIONS:

City of Calabasas Traffic & Transportation Comm., Calabasas Park Homeowners Association, , Laurel PFA (Former), A.C. Stelle PFC (Former)

COMMUNITY INTERESTS:

Traffic, education, long-term city planning and development, architecture.

PLEASE GIVE A BRIEF STATEMENT AS TO WHY YOU ARE INTERESTED IN SERVING ON THIS COMMISSION OR BOARD:

My name is Jason Sperling Reich and for the past 14 years my family and I have lived in Classic Calabasas. Part of what makes Calabasas such a great place to live is not just the lovely homes, or the natural surroundings or the convenience of the retail establishments like The Commons, or the community centers, the parks or even the schools. It is the people that make Calabasas feel like home; a community of giving and caring people which sets the city apart from others. I am a current commissioner on Traffic & Transportation Commission for the City of Calabasas, am one of the board members for the Calabasas Park Homeowners Association, and am a former member of the board of the A.C. Stelle Middle School PFC as well as the Bay Laurel Elementary School PFA. Indeed, part of what makes the school district so desirable are the parents willing to give back. I believe the same is true of the city we all call home. I wish to remain an active participant in the community and to contribute to the very reason so many long to live in Calabasas. This is why I would like to reapply to be on the Traffic & Transportation Commission for the upcoming term.

November 18, 2022

DATE:



SIGNATURE OF APPLICANT

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- Traffic & Transportation Commission
- The Calabasas Community Foundation, Inc.
- Student Member Name of School: _____
- Other: _____

RECEIVED

DEC 15 2022

CITY OF CALABASAS
CITY CLERK'S OFFICE

Grade: _____

ARE THERE ANY WORKDAY EVENINGS YOU COULD NOT MEET? YES NO

If yes, when:

NAME: **Heath Patton**

ADDRESS: [REDACTED]

Check one: Calabasas, 91302 Calabasas, 91301 Topanga, 90290

HOME PHONE: [REDACTED]

CELL PHONE: [REDACTED]

E-MAIL: [REDACTED]

REGISTERED VOTER IN CALABASAS? YES NO IF STUDENT, PRE-REGISTERED: YES NO

OCCUPATION: **Sports Agent**

EMPLOYER: **AIA Sports Agency**

BUSINESS TELEPHONE: [REDACTED]

BUSINESS ADDRESS: [REDACTED]

TYPE OF BUSINESS: **Sports and Entertainment Agency**

EDUCATION:
UCLA Anderson School of Business

CIVIC AFFILIATIONS:

City of Calabasas Commissioner; Parks, Recreation and Education Board Member; Valley Economic Alliance
Former Vice President and Treasurer; Community Center Alliance
Former Board Member; JPA Agoura Hills Calabasas Community Center

COMMUNITY INTERESTS:

Chamber of Commerce, Golfing, Basketball, Tennis, Dining

PLEASE GIVE A BRIEF STATEMENT AS TO WHY YOU ARE INTERESTED IN SERVING ON THIS COMMISSION OR BOARD:

As a current Commissioner, I would like to continue serving my community and believe my business experience, knowledge and commitment will continue to be a valuable contribution to ongoing oversight efforts in our wonderful city. As demonstrated in my current role, I am willing to work tirelessly alongside our elected leadership to assist in any manner necessary to promote public safety awareness, address all issues within the community, and diligently pursue implementation of new technologies designed to help secure the continued public safety in our community.

12/15/22

DATE:

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**AGOURA
HILLS/CALABASAS
COMMUNITY CENTER**



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CITY of CALABASAS APPLICATION FOR APPOINTMENT

RECEIVED

DEC 15 2022

CITY OF CALABASAS
CITY CLERK'S OFFICE

AS A MEMBER OF:

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- Student Member Name of School: _____
- Other: _____

Grade: _____

ARE THERE ANY WORKDAY EVENINGS YOU COULD NOT MEET? YES NO

If yes, when:

NAME: Marty Fadaei

ADDRESS: [REDACTED]

Check one: Calabasas, 91302 Calabasas, 91301 Topanga, 90290

HOME PHONE: _____

CELL PHONE: [REDACTED]

E-MAIL: [REDACTED]

REGISTERED VOTER IN CALABASAS? YES NO IF STUDENT, PRE-REGISTERED: YES NO

OCCUPATION: Marketing Consultant EMPLOYER: Greenbox Loans, Inc.

BUSINESS TELEPHONE: [REDACTED]

BUSINESS ADDRESS: [REDACTED]

TYPE OF BUSINESS: Lending (direct)

EDUCATION: UNIVERSITY OF TEXAS, AUSTIN BACHELOR OF SCIENCE -
COMPUTER DESIGN ENGINEERING

CAPITAL TRADE SCHOOL AUSTIN, TX COMPUTER AID DESIGN

CIVIC AFFILIATIONS:

- Historic Preservation Commissioner
- Volunteer - Annual - Calabasas Film Festival
- Past - Rotary Club of Calabasas
- Calabasas Chamber of Commerce

COMMUNITY INTERESTS:

- Fresh Market Pantry Homeless Outreach Leadership Team @ Calvary Community Church
- Annual Volunteer - Calabasas Thanksgiving Outreach @ Sagebrush Canina for Senior Citizens • Past - volunteer @ Calabasas

PLEASE GIVE A BRIEF STATEMENT AS TO WHY YOU ARE INTERESTED IN SERVING ON THIS COMMISSION OR BOARD:

I have been a loyal and passionate Calabasas citizen/resident for the past 26 years. My wife Ava & I have raised our 2 wonderful children here in this beautiful city. I have always loved being a public servant. I care and respect this city deeply & would love to be a part of the wonderful team. I have seen the development of this city & would love to partake in further growth. It would be a pleasure and honor to serve the city through being a member of the Commission.

12/15/2020

DATE:

SIGNATURE



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**MINUTES OF A REGULAR MEETING OF
THE CITY COUNCIL OF THE CITY OF CALABASAS, CALIFORNIA
HELD WEDNESDAY, JANUARY 11, 2023**

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

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

Absent: None

1. Conference with Labor Negotiator (Gov. Code § 54957.6)
City Negotiator: Kindon Meik, City Manager
Employees: All Unrepresented Employees
2. Conference with Legal Counsel; Existing Litigation
(Gov. Code Section 54956.9(d)(1))
Case name: Westin v. City of Calabasas, et al. Central District of California
Case No. CV22-3788-VBF(DFM)
3. Conference with Legal Counsel; Existing Litigation (Gov. Code Section 54956.9(d)(1))
Case Name: THNC Canyon Oaks LLC v. City of Calabasas, et al., Los Angeles County Superior Court Case No. 21STCP01819; related to Building Industry Association of Southern California v. City of Calabasas, et al., Los Angeles County Superior Court Case No. 21STCP02726

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

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

Absent: None

Staff: Ahlers, Green, Hernandez, Klein, McConville, Meik, Mendoza, Summers and Yalda

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by John Mueller

APPROVAL OF AGENDA

Mayor pro Tem Weintraub moved, seconded by Councilmember Kraut to approve the agenda. MOTION CARRIED 5/0 as follows:

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

CITY ATTORNEY REPORT ON CLOSED SESSION

Mr. Summers reported that the City Council met in Closed Session prior to this meeting and there were no reportable actions on Item Nos. 1 and 2. He stated that Item No. 3 would be continued to a future meeting.

EMERGENCY ITEM

DECLARATION OF EMERGENCY REGARDING SEVERE WINTER STORM - ADDED PER GOV. CODE SECTION 54954.2 AND 54956.5

Recommended Action: Adopt Declaration of Emergency and direct staff to take all necessary actions to respond to emergency

Mayor pro Tem Weintraub moved, seconded by Councilmember Kraut to add the Declaration of Emergency regarding severe winter storms to the agenda. MOTION CARRIED 5/0 as follows:

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

Mayor pro Tem Weintraub moved, seconded by Councilmember Albrecht to approve the Declaration of Emergency. MOTION CARRIED 5/0 as follows:

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

PRESENTATIONS

➤ By the Los Angeles County Department of Animal Care and Control

Dr. Maria Sabio-Solacito and Bradley Kim made a presentation to the City Council.

Rebecca Arviza and Susan Ellis spoke on this presentation.

➤ Sheriff's Crime Report – October and November 2022

Deputy Mason De Matteo presented the report.

ANNOUNCEMENTS/INTRODUCTIONS

Members of the Council made the following announcements:

Mayor pro Tem Weintraub:

- Thanked Luis Hernandez and his team for going above and beyond to keep the roads safe during the storms.

Councilmember Bozajian:

- Reported his attendance to the CCAC Sacramento Legislative Tour.
- Stated that the Calabasas Chamber of Commerce is hosting an Installation Gala & Casino Night on January 28 at the Country Club. He also shared that Kathleen Sterling would be the recipient of the Spirit of Calabasas award.

Councilmember Albrecht:

- Thanked Public Works Department staff for doing a terrific job during the storms.

Mayor Shapiro:

- Welcomed Councilmember Albrecht to the Dais.
- Thanked the Public Works Department for keeping the roads clear.
- Wished everyone a happy and healthy New Year.
- Congratulated the CHS girls and boys Basketball and Soccer teams for their wins.
- Congratulated Chaparral Elementary School for being recognized as a 2023 California Distinguished School.
- Thanked staff for doing a great job organizing the Council's Reorganization and hosting the Valley Economic Alliance 28th Annual Board meeting installation.
- Reminded that applications to the Mayor's Youth Council are due by January 23.
- Read a quote in remembrance of Dr. Martin Luther King.

ORAL COMMUNICATIONS – PUBLIC COMMENT

Beth Jagtiani and Jacy Shillan spoke during public comment.

NEW BUSINESS

1. Consideration and approval of appointments to the Arts Council, Communications & Technology, Environmental, Historic Preservation, Parks, Recreation & Education, Planning, Public Safety, Traffic & Transportation Commissions, and the Agoura Hills/Calabasas Community Center
 - a. Communications & Technology Commission for terms expiring November 2024: Michael Brockman (Albrecht); Candice Weber (Bozajian); David

Goldwater (Kraut); and Richard Sherman (Shapiro);

- b. Environmental Commission for terms expiring November 2024: Luresa Byrne (Albrecht); David Cohan (Bozajian); Jacy Shillan (Kraut); and Beth Jagtiani (Weintraub);
 - c. Historic Preservation Commission for terms expiring November 2024: Justin Ford (Bozajian); and Mark Silverman (Kraut);
 - d. Parks, Recreation and Education Commission for terms expiring November 2024: Anita McQuillan (Albrecht); and Stephanie Williams (Shapiro);
 - e. Planning Commission for terms expiring November 2024: Greg Byrne (Albrecht); Michael Harrison (Bozajian); Robert Lia (Kraut); Wendy Fassberg (Shapiro); Dennis Washburn (Weintraub); and John Mueller, Alternate (Council);
 - f. Public Safety Commission for terms expiring November 2024: Sharon Boucher (Albrecht); Jeffrey Piraino (Bozajian); Joe Chilco (Kraut); Brian Cameron (Shapiro); Matt Slatoff (Weintraub) and Norma Citron (CERP);
 - g. Traffic and Transportation Commission for terms expiring November 2024: Mike Pashai (Albrecht); Richard Cassel (Bozajian); and Peter Valk (Kraut);
 - h. Agoura Hills/Calabasas Community Center for terms expiring November 2023: Lucy Martin and Jerry Viner; John Suwara (alternate)
2. Oath of Office to appointed Commissioners

Mayor Shapiro administered the Oath of Office to appointed Commissioners

CONSENT ITEMS

- 3. Approval of November 9, December 7 and December 14, 2022 meeting minutes
- 4. Adoption of Resolution No. 2023-1833, authorizing continued remote teleconference meetings of the Calabasas City Commissions pursuant to Government Code Section 54953(e)
- 5. Adoption of Resolution No. 2023-1834, 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. 2023-1832, rescinding Resolution No. 2021-1711 and approving an hourly wage range schedule for hourly employees
7. Approval of a Memorandum of Understanding between West Basin Municipal Water Department and City of Calabasas regarding Proposition 1 Round 2 Integrated Regional Water Management Grant Program
8. Recommendation to approve amendment No. 1 to the Funding Agreement between the City of Calabasas and Los Angeles County Metropolitan Transportation Authority (METRO) increasing the funding amount for the Mulholland Highway Gap Closure - Old Topanga Canyon Road to City limits (Phase II) Project to Eight Million Five Hundred Thousand Five Hundred Eighty-Five Dollars (\$8,500,585)
9. Authorization to approve Amendment No. 2 for additional funding in the amount of \$125,000, and the extension of the term date of the existing Professional Services Agreement with Secural Security Corporation
10. Adoption of Resolution No. 2023-1835, updating Citywide Fee Schedule
11. Investment Report for quarter ending December 31, 2022
12. Authorization to approve Amendment No. 1 to the Professional Services Agreement with Cooksey's Lifeguard and Swim Academy, LLC, which will extend the duration of the contract until September 1, 2023 and increase the not to exceed amount to \$200,000

In regard to Consent Item No. 5, Councilmember Bozajian inquired about the status of Commissions returning to in-person meetings. Mr. Summers replied that Commission meetings may continue via Zoom under Assembly Bill 361. Mr. Meik added that the last time the Council discussed this matter, it was agreed to not hold hybrid Commission meetings due to the staff time and resources involved. Councilmember Bozajian requested a future agenda item to address the matter. Mayor pro Tem Weintraub requested that a survey go out to Commissioners asking for meeting preference. Mayor Shapiro added that Planning Commission should be considered for hybrid meetings.

After discussion Councilmember Bozajian moved, seconded by Mayor pro Tem Weintraub to approve Consent Item Nos. 3-12. MOTION CARRIED 5/0 as follows:

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

NEW BUSINESS-CONTINUED

13. Council liaisons/external committee appointments.

Council Liaisons:

Budget Taskforce

Shapiro – Kraut

Commission Procedures/Council Protocols

Bozajian – Kraut

Economic Development

Albrecht – Weintraub

Public Safety/Emergency Preparedness Taskforce

Shapiro – Weintraub

Open Space/Annexations Liaisons

Bozajian – Kraut

School Site Liaisons

Shapiro – Weintraub

Homeless Taskforce

Weintraub – Kraut

Wireless Service Taskforce

Weintraub – Shapiro

Sustainability Taskforce

Shapiro – Albrecht

External Committees:

Agoura Hills/Calabasas Community Center Joint Powers Authority Board

Bozajian – Kraut

Calabasas Chamber of Commerce

Albrecht – Bozajian

California Contract Cities Association

Bozajian – Albrecht (alternate)

California Joint Powers Insurance Authority
Bozajian – Albrecht (alternate)

Clean Power Alliance
Shapiro – Albrecht and McConville (alternates)
Headwaters Corner Interpretive Center Board of Directors
Kraut – Albrecht

Las Virgenes – Malibu Council of Governments
Weintraub – Shapiro

League of California Cities
Bozajian – Kraut

Los Angeles County City Selection Committee
Mayor or designee

Los Angeles County West Vector & Vector-Borne Disease Control District
Bozajian

Santa Monica Mountains Conservancy Advisory Board
Kraut – Albrecht alternate)

Southern California Association of Governments (SCAG)
Shapiro – Weintraub (alternate)

The Valley Economic Alliance
Shapiro – Albrecht (alternate)

Valley Industry Commerce Association (VICA)
Shapiro – Kraut (alternate)

Councilmember Bozajian moved, seconded by Mayor pro Tem Weintraub to approve Council Liaisons and External Committees appointments. MOTION CARRIED 5/0 as follows:

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

INFORMATIONAL REPORTS

14. Check Register for the period of October 29-December 29, 2022

No action taken on this item.

TASK FORCE REPORTS

Councilmember Bozajian reiterated that the Calabasas Chamber of Commerce is hosting an Installation Gala & Casino Night on January 28. Additionally, he reported his attendance to the CCAC Sacramento Legislative Tour.

Mayor Shapiro reported he will be attending the Our Region – Our Future Summit for the Valley Economic Alliance on January 12. Additionally, he reported his participation in VICA 73rd Annual meeting as well as several SCAG meetings.

CITY MANAGER’S REPORT

Mr. Meik thanked Council for acknowledging staff’s hard work during the storms and approving the Declaration of Emergency. Additionally, he extended an invitation to Councilmembers, HOA boards and neighborhood associations to a public safety presentation hosted by the City and the Lost Hills Sheriff’s representatives on February 2.

FUTURE AGENDA ITEMS

Councilmember Bozajian requested a status update regarding the airport noise issues as well as an update on Federal Legislation. Mayor Shapiro supported this request. Councilmember Bozajian also requested staff to conduct an analysis to be provided to the community regarding the recent increases in gas bills. Mayor pro Tem Weintraub supported the request. Lastly, Councilmember Bozajian requested the Public Safety Commission review the Sheriff’s existing contract and make recommendations for to request additional services. Mayor pro Tem Weintraub seconded the request.

Mayor pro Tem Weintraub requested that SCE provide an update regarding the infrastructure improvements in the community as there has been multiple outages recently. Councilmember Kraut seconded the request and requested that staff submit a public records request on outage information. Councilmember Bozajian also supported the request and asked to add issues regarding outage noticing. Councilmember Albrecht also supported the request.

Councilmember Albrecht would like to review the Commissions and how they can better improve, be more functional and meet the City’s needs. Mayor Shapiro seconded the request.

ADJOURN

The City Council adjourned at 8:33 p.m. to a regular meeting scheduled on Wednesday, January 25, 2023, at 7:00 p.m.

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



CITY of CALABASAS

CITY COUNCIL AGENDA REPORT

DATE: JANUARY 17, 2023

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: MARICELA HERNANDEZ, MMC, CPMC, CITY CLERK

SUBJECT: RATIFICATION OF APPOINTMENTS TO THE COMMUNICATIONS & TECHNOLOGY, ENVIRONMENTAL, HISTORIC PRESERVATION, PARKS, RECREATION & EDUCATION, PLANNING, PUBLIC SAFETY, TRAFFIC & TRANSPORTATION COMMISSIONS; AND THE AGOURA HILLS/CALABASAS COMMUNITY CENTER JPA BOARD

MEETING DATE: JANUARY 25, 2023

SUMMARY RECOMMENDATION:

That the Council ratify appointments to the Communications and Technology, Environmental, Historic Preservation, Parks, Recreation and Education, Planning, Public Safety, Traffic and Transportation Commissions; and the Agoura Hills/Calabasas Community Center JPA Board.

BACKGROUND:

At the January 11, 2023, Council meeting, selection appointments to the following were inadvertently made without a formal vote by the City Council: Communications and Technology, Environmental, Historic Preservation, Parks, Recreation and Education, Planning, Public Safety, Traffic and Transportation Commissions; and the Agoura Hills/Calabasas Community Center JPA Board

REQUESTED ACTION:

That the City Council formally take a vote and approve the following appointments:

For terms expiring November 2024

- a. Communications & Technology Commission: Michael Brockman (Albrecht); Candice Weber (Bozajian); David Goldwater (Kraut); and Richard Sherman (Shapiro);
- b. Environmental Commission: Luresa Byrne (Albrecht); David Cohan (Bozajian); Jacy Shillan (Kraut); and Beth Jagtiani (Weintraub);
- c. Historic Preservation Commission: Justin Ford (Bozajian); and Mark Silverman (Kraut);
- d. Parks, Recreation and Education Commission: Anita McQuillan (Albrecht); and Stephanie Williams (Shapiro);
- e. Planning Commission: Greg Byrne (Albrecht); Michael Harrison (Bozajian); Robert Lia (Kraut); Wendy Fassberg (Shapiro); Dennis Washburn (Weintraub); and John Mueller, Alternate (Council);
- f. Public Safety Commission: Sharon Boucher (Albrecht); Jeffrey Piraino (Bozajian); Joe Chilco (Kraut); Brian Cameron (Shapiro); Matt Slatoff (Weintraub) and Norma Citron (CERP);
- g. Traffic and Transportation Commission: Mike Pashai (Albrecht); Richard Cassel (Bozajian); and Peter Valk (Kraut);

Terms expiring November 2023

- h. Agoura Hills/Calabasas Community Center: Lucy Martin and Jerry Viner; John Suwara (alternate)

ATTACHMENTS:

None.



CITY of CALABASAS

CITY COUNCIL AGENDA REPORT

DATE: JANUARY 12, 2023

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 FIVE-YEAR PROFESSIONAL SERVICES AGREEMENT TO BIO AQUATICS TO PROVIDE DAILY MAINTENANCE SERVICES TO CALABASAS LAKE AND LAKE EQUIPMENT REPAIR OR REPLACEMENT IN AN AMOUNT NOT TO EXCEED \$1,260,000.00.

MEETING

DATE: JANUARY 25, 2023

SUMMARY RECOMMENDATION:

Recommedation to award a five year Professional Services Agreement (PSA) to Bio Aquatics to provide daily maintenance services to Calabasas Lake and lake equipment repair or replacement in an amount not to exceed \$1,260,000.00.

BACKGROUND:

Calabasas Lake is a man-made structure. It is 20 acres, has a depth of approximately 4 ½ feet deep, and when filled to capacity, retains approximately 20 million gallons of water.

Calabasas Lake has continued to have the same maintenance contractor (Marine Biochemists) since 1993. In 2021/2022 the maintenance contractor, Marine Biochemists was acquired by Solitude Lake Management. During this time, City

staff reached out several times to request an on-site meeting with new management. The City received no response.

In August of 2022 after discussions with senior management, it was determined the best option was to award a new Professional Services Agreement for the Lake Maintenance. Therefore, we requested that the City Attorney have new specifications prepared for the Request for Proposal (RFP). Since the agreement was expiring October of 2022, the City made arrangements with another maintenance contractor for temporary emergency services during the process.

The new Professional Services Agreement will be for five (5) years with only the possibility of a CPI increase.

DISCUSSION/ANALYSIS:

The scope of this contract consists of, but is not limited to, on-going maintenance services seven days a week, emergency call service, replacement of equipment and as needed repairs for Calabasas Lake. Some of the equipment that contributes to the additional cost for repair and/or replacement consist of lake aeration equipment, electrical equipment, pumps and other miscellaneous parts. This work is billed on a Time and Material (T&M) basis. Based on past history, this cost is not anticipated to exceed \$30,000.00 per year.

Since this contract is maintenance work and not a Capital Improvement Project, the City is not required to award the contract on the basis of the lowest bid, but will make an award in the best interest of the City and within available budgets after all of the factors had been evaluated.

On December 1, 2022, the RFP was made public. On December 7, 2022, a mandatory information session was held and a tour of the lake was provided. All proposal packets were due on December 16, 2022. The proposers were: Bio Aquatics Lake Management, Clean Lakes Inc., and Solitude Lake Management dba Marine Bio.

Below are the results from the RFP:

| | Monthly Cost | Annual Price |
|---------------------------------------|---------------------|---------------------|
| Bio Aquatics Lake Management | \$18,500.00 | \$222,000.00 |
| Clean Lakes, Inc. | \$22,769.69 | \$273,236.31 |
| Solitude Lake Management (Marine Bio) | \$29,199.73 | \$350,396.76 |

After review and discussion with senior management and discussion with Calabasas Park Homeowners Association (CPHA) management, it was determined that Bio Aquatics Lake Management at this time would be the best company to award a Professional Services Agreement.

Below is the annual maintenance calculation plus additional repairs and replacement cost and the total price for five years:

| | Annual Maintenance Cost | Five Year Price |
|---|--------------------------------|------------------------|
| Annual Calabasas Lake General Maintenance | \$222,000.00 | \$1,110,000.00 |
| Additional Repairs & Equipment Replacement Cost Based on Past History | \$30,000.00 | \$150,000.00 |
| | Total Price Not Exceed | \$1,260,000.00 |

FISCAL IMPACT/SOURCE OF FUNDING:

The funding will come from Ad Valorem tax monies which is a local general tax generated in addition to the general fund tax. This is a tax generated from and for the benefit of the parcel owners of record within a certain, specified boundary. The funding for the Calabasas Lake Maintenance and Additional Repairs & Equipment Replacement come from existing budgeted Fund 326- LMD #21 – Ad Valorem/Common Benefit Area No.1 monies.

REQUESTED ACTION:

Recommendation to award a five year Professional Services Agreement to Bio Aquatics Lake Management to provide daily maintenance services to Calabasas Lake and Lake equipment repair or replacement in an amount not to exceed \$1,260,000.00.

ATTACHMENTS:

Exhibit A – Correspondence from CPHA Property Manager, Ida Worth of Ross Morgan & Co., Inc.

Exhibit B – Professional Services Agreement

Exhibit C – Boundary Map LMD/Zone 21

Item 5 Attachment A

Heather Melton

From: Ida Worth <idaworth@rossmorganco.com>

Sent: Wednesday, January 11, 2023 6:03 PM

To: Heather Melton <hmelton@cityofcalabasas.com>; Lisa Byrd <lisab@rossmorganco.com>

Subject: RE: Lake Maintenance - Question

Heather -

Several of the Board Members have responded that they are in agreement with your recommendation of Bio Aquatics, so please proceed.

Thanks very much.

Ida Worth, CMCA, AMS

Vice President / General Manager

Ross Morgan & Company, Inc., AAMC®

23901 Calabasas Road, Suite 2004 Calabasas, CA 91302

📞 Office | (818) 225-9191 ext. 103

📞 Direct Fax Line | (818) 591-3044

✉️ idaworth@rossmorganco.com

🌐 rossmorganco.com



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CITY of CALABASAS

PROFESSIONAL SERVICES AGREEMENT

ITEM 5 ATTACHMENT B

CONTRACT SUMMARY

| | |
|---|--|
| Name of Contractor: | Emilio Sanchez dba Bio Aquatics Lake Management |
| City Department in charge of Contract: | Landscape Division – Public Works |
| Contact Person for City Department: | Heather Melton – Landscape Manager |
| Period of Performance for Contract: | March 1 st 2023 to February 29 th 2028 |
| Not to Exceed Amount of Contract: | One Million Two Hundred Sixty Thousand Dollars (\$1,260,000.00) |
| Scope of Work for Contract: | Maintenance Services and As-Needed Equipment or Repairs for Calabasas Lake |

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 Two Million Dollars (\$2,000,000) for combined single limit.

yes no - Is Professional insurance required in this contract?

California requires Worker’s Compensation insurance.

PROFESSIONAL SERVICES AGREEMENT
Providing for Payment of Prevailing Wages
(City of Calabasas/Emilio Sanchez dba Bio Aquatics Lake Management)

1. IDENTIFICATION

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into by and between the City of Calabasas, a California municipal corporation (“City”), and Bio Aquatics Lake Management, a Sole Proprietorship. (“Consultant”).

2. RECITALS

- 2.1 City has determined that it requires the following professional services from a consultant: Lake Maintenance Services and As-Needed Equipment and/or Repairs for Calabasas Lake.
- 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 December 16th, 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 December 16th, 2022 fee schedule to City attached hereto as Exhibit B and incorporated herein by this reference.
- 3.3 “Commencement Date”: March 1, 2023.
- 3.4 “Expiration Date”: February 29, 2028.

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 Two Hundred Sixty Thousand Dollars (\$1,260,000.00) unless specifically approved in advance and in writing by City.
- 5.2 Consultant shall perform all work to the highest professional standards of Consultant's profession and in a manner reasonably satisfactory to City. Consultant shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*).
- 5.3 During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement Date if both (i) such work would require Consultant to abstain from a decision under this Agreement pursuant to a conflict of interest statute and (ii) City has not consented in writing to Consultant's performance of such work.
- 5.4 Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. **Mr. Emilio Sanchez** 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 Two Million Dollars (\$2,000,000) for combined single limit.
- 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.

- 11.2 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,
Landscape Manager
Telephone: (818) 224-1600
Facsimile: (818) 225-7338

If to Consultant:

Emilio Sanchez dba
Bio Aquatics Lake Management
3016 Everwood Dr.
Riverside, CA 92503
Attn: Emilio Sanchez
Telephone: (714) 467-1741
Email: esanchez606@gmail.com

With courtesy copy to:

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

16. SURVIVING COVENANTS

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

17. TERMINATION

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

18. GENERAL PROVISIONS

- 18.1 Consultant shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without City's prior written consent, and any attempt to do so shall be void and of no effect. City shall not be obligated or liable under this Agreement to any party other than Consultant.
- 18.2 In the performance of this Agreement, Consultant shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability, medical condition or any other unlawful basis.
- 18.3 The captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section

or paragraph thereof at the head of which it appears, the section or paragraph thereof, as the case may be, and not such heading, shall control and govern in the construction of this Agreement. Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).

- 18.4 The waiver by City or Consultant of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. No term, covenant or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in writing.
- 18.5 Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence, in City's sole judgment that such failure was due to causes beyond the control and without the fault or negligence of Consultant.
- 18.6 Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance of the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any of all of such other rights, powers or remedies. In the event legal action shall be necessary to enforce any term, covenant or condition herein contained, the party prevailing in such action, whether reduced to judgment or not, shall be entitled to its reasonable and actual court costs, including accountants' fees, if any, and attorneys' fees expended in such action. The venue for any litigation shall be Los Angeles County, California.
- 18.7 If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to, the extent necessary to cure such invalidity or unenforceability, and shall be enforceable in its amended form. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
- 18.8 This Agreement shall be governed and construed in accordance with the laws of the State of California.
- 18.9 All documents referenced as exhibits in this Agreement are hereby incorporated

into this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between City and Consultant with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed by City and Consultant.

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

19. PREVAILING WAGES

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

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

paid to each worker by the Consultant.

- 19.1.2 Consultant shall comply with the provisions of Labor Code Section 1777.5 concerning the employment of apprentices on public works projects, and further agrees that Consultant is responsible for compliance with Section 1777.5 by all of its subcontractors.
- 19.1.3 Pursuant to Labor Code § 1776, Consultant and any subcontractor shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by Consultant in connection with this Agreement. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following: (1) The information contained in the payroll record is true and correct; and (2) The employer has complied with the requirements of Labor Code §§ 1811, and 1815 for any work performed by his or her employees on the public works project. The payroll records enumerated under subdivision (a) shall be certified and shall be available for inspection at all reasonable hours as required by Labor Code § 1776.
- 19.1.4 Notwithstanding anything to the contrary, Consultant shall defend, indemnify, and hold harmless the City, and its officers, employees, agents, and volunteers free and harmless from any claim or liability arising out of failure or alleged failure of Consultant to comply with such prevailing wage laws.”
- 19.2 To the extent that the estimated amount of this Agreement exceeds \$1,000, this Agreement is further subject to 8-hour work day and wage and hour penalty law, including, but not limited to, Labor Code Sections 1810 and 1813, as well as California nondiscrimination laws, as follows:
- 19.2.1 Consultant shall strictly adhere to the provisions of the Labor Code regarding the 8-hour day and the 40-hour week, overtime, Saturday, Sunday and holiday work and nondiscrimination on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex or sexual orientation, except as provided in Section 12940 of the Government Code. Pursuant to the provisions of the Labor Code, eight hours’ labor shall constitute a legal day’s work. Work performed by Consultant’s employees in excess of eight hours per day, and 40 hours during any one week, must include compensation for all hours worked in excess of eight hours per

day, or 40 hours during any one week, at not less than one and one-half times the basic rate of pay. Consultant shall forfeit as a penalty to City \$25.00 or any greater penalty set forth in the Labor Code for each worker employed in the execution of the work by Consultant or by any Subcontractor of Consultant, for each calendar day during which such worker is required or permitted to 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.

Professional Services Agreement
Providing for Payment of Prevailing Wages
City of Calabasas//**Emilio Sanchez dba Bio Aquatics Lake Management**

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”
Emilio Sanchez dba
Bio Aquatics Lake Management

By: _____
David J. Shapiro, Mayor

By: _____
Emilio Sanchez, Sole Proprietor

Date: _____

Date: _____

By: _____
Kindon Meik, City Manager

Date: _____

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

Date: _____

Attest:

By: _____
Maricela Hernandez, MMC, CPMC
City Clerk

Date: _____

Approved as to form:

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

Date: _____

Initials: (City) _____ (Contractor) _____

EXHIBIT A
SCOPE OF SERVICES & FEE SCHEDULE

| | |
|----------------------------|---|
| Project | Calabasas Lake Maintenance Proposal |
| Calabasas Lake Maintenance | <p>e Service the lake for the City of Calabasas as detailed in the Calabasas Lake Scope of Services Appendix D including:</p> <ul style="list-style-type: none"> • Service lake and beach areas 7 days a week. • Clean and rake the beach area 7 days a week. • Clean around the entire lake 7 days a week. • Check aeration and aerators. • Treat the lake for algae and weed control as needed. • All chemicals and dye to be provided by Bio Aquatics Lake Management. • All equipment including ATV, boat, trailers, etc., will be provided by Bio Aquatics Lake Management. • Monthly water quality analysis provided once a month. • Monthly water meter reading provided once a month. • Any aeration replacement or rebuild will be done at an extra cost. • Any concerns related to safety will be reported to property management or man contact. • 2 technicians will service the property 7 days a week. • All labor cost is included in monthly dues. |

Pricing

| Description | Cost |
|----------------------------|--|
| Calabasas Lake Maintenance | Monthly: \$18,500 Annually: \$222,000 |

PRICING AND BILLING SCHEDULE

Facility: Calabasas Lake

| | Annual Frequency | Cost Frequency | Annual Cost |
|--|---------------------|-------------------|----------------|
| 1. Aquatic Weed and Algae Control | | | |
| a. Aquatic Weed Treatment (May-Oct) | 4 | \$ 6,325 | \$ 25,300 |
| b. Algae Treatment (May-Oct) | 3 | \$ 5,000 | \$ 15,000 |
| 2. Mosquito and Midge Control Treatinent (March-Sept) | 5 | \$ 3,200 | \$ 16,000 |

Professional Services Agreement
 Providing for Payment of Prevailing Wages
 City of Calabasas//**Emilio Sanchez dba Bio Aquatics Lake Management**

| | | | |
|--|-----|--------|-----------|
| 3. Sidewall and Bottom Liner Sidewall Inspection and Report | | | |
| 4. Water Quality Management | | | |
| a. Analyzing and Monitoring (Weekly) | 52 | \$ 550 | \$ 28,600 |
| b. Algae Species Identification | 2 | \$ 850 | |
| c. Monthly Report | 12 | \$ 500 | \$ 6,000 |
| d. Trash/Debris Removal Out of Lake | 260 | \$ 200 | \$ 52,000 |

Professional Services Agreement
 Providing for Payment of Prevailing Wages
 City of Calabasas//**Emilio Sanchez dba Bio Aquatics Lake Management**

| | | | |
|---|-----|--------|-----------|
| 5. Water Level Monitoring — Inspection, Fill and Reporting (Reporting Is Required Monthly to City) | 260 | \$ 10 | \$ 2,600 |
| 6. Monitoring Inspection of 7 Pump Systems — General Maintenance and Cleaning (weekly) (Aeration System Filters, Aeration Motor Valves, and Parts) | 52 | \$ 200 | \$ 10,400 |
| 7. Lake — Beach Sand (Rake and Groom Weekly) | 52 | \$ 200 | \$ 10,400 |
| a. Beach Sand/Sidewalk Trash and Debris Removal | 260 | \$ 50 | \$ 13,000 |
| b. Fluff Up Beach Sand Area (Monthly) | 12 | \$ 250 | \$ 3,000 |

Professional Services Agreement
 Providing for Payment of Prevailing Wages
 City of Calabasas//**Emilio Sanchez dba Bio Aquatics Lake Management**

| | | | |
|--|-----|-----------|-----------|
| c. Sidewalk — Sweeping/Trash and Debris Removal | 208 | \$ 174.52 | \$36,300 |
| Total Annual Cost Per Year | | \$18,500 | \$222,000 |
| Total Estimated Man-Hours Per Year | | | 2,496 |

*Frequency may be reduced if further reduction is necessary

Lake Maintenance Unit Price List

| | |
|------------------------------|-----------|
| 1. Hourly Mechanic Rate | \$ 175.00 |
| 2. Hourly Mechanic Assistant | \$ 100.00 |
| 3. 5 Gallon Aquatic Plant | \$ 900.00 |

*Additional equipment replacement or repair will not be completed without written authorization and approval from the City of Calabasas. Additional work must include itemized repair and associated parts, labor, and tax costs.

NON-COLLUSION AFFIDAVIT

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

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

Signature of Bidder

Business Address

Place of Residence

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

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

My Commission Expires _____, 20__.

WORKERS' COMPENSATION INSURANCE
CERTIFICATE

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

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

DATE: _____

(Contractor)

By:

(Signature)

(Title)

Attest:

By:

(Signature)

(Title)



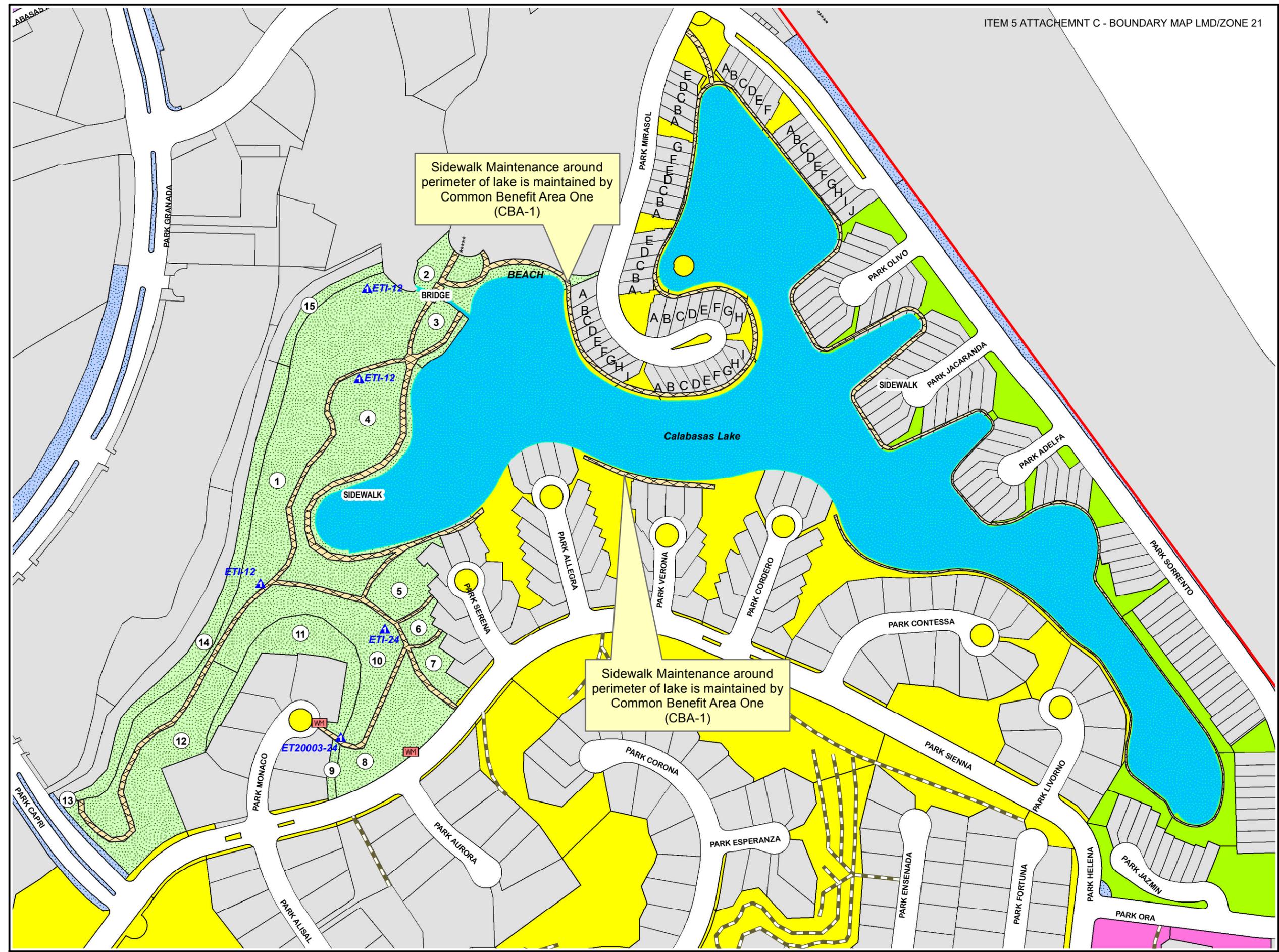
CITY of CALABASAS

LANDSCAPE MAINTENANCE DISTRICT 22

**ZONE 21
CBA-1
ASSOCIATION PARK AND McCOY CREEK**

Sidewalk Maintenance around perimeter of lake is maintained by Common Benefit Area One (CBA-1)

Sidewalk Maintenance around perimeter of lake is maintained by Common Benefit Area One (CBA-1)



LEGEND/KEY

- CURB DRAIN
- CATCHBASIN INLET
- STORM DRAIN INLET
- IRRIGATION CONTROLLERS/DEVICES**
- CALSENSE
- DIG
- HUNTER
- IRRI-TROL
- LEIT
- RAIN BIRD
- RAIN MASTER
- STERLING
- WATER METER - POTABLE
- WATER METER - NON-POTABLE
- STRUCTURES
- V_DITCHES
- HORSE TRAIL
- LANDSCAPE MAINTENANCE AREAS**
- PARCELS/PRIVATE PROPERTY
- BELLAGIO HOA
- CALABASAS HILLS AND ESTATES HOA
- CALABASAS PARK HOA
- LAS VILLAS HOA
- WESTRIDGE HOA
- CBA-1 - ASSOCIATION PARK & McCOY CREEK
- CBA-4 - VARIOUS PARKWAYS
- CBA-5 - PARKWAY CALABASAS
- CBA-6 - CRCD, OTCD, CCW & CCS-ZONE 26
- CALABASAS LAKE



NOT TO SCALE



CITY of CALABASAS

CITY COUNCIL AGENDA REPORT

DATE: JANUARY 12, 2023

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 AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICES AGREEMENT WITH AZTECA LANDSCAPE FOR LANDSCAPE MAINTENANCE OF THE COMMON AREAS OUTSIDE INDIVIDUAL HOMEOWNER ASSOCAITIONS AND COMMERCIAL PROPERTIES WITHIN LANDSCAPE MAINTENANCE DISTRICTS 24, 27, & 32 WHICH WILL EXTEND THE DURATION OF THE CONTRACT THROUGH MARCH 31, 2023 AND TO INCREASE THE NOT TO EXCEED AMOUNT TO ONE MILLION FIFTY THOUSAND DOLLARS (\$1,050,000)

MEETING DATE: JANUARY 25, 2023

SUMMARY RECOMMENDATION:

Recommendation to approve Amendment No. 2 to the Professional Services Agreement with Azteca Landscape for Landscape Maintenance of the Common Areas Outside Individual Homeowner Associations and Commercial Properties within Landscape Districts 24, 27, and 32 which will extend the duration of the contract through March 31, 2023 and to increase the not to exceed amount to One Million Fifty Thousand Dollars (\$1,050,000.00).

BACKGROUND:

The City’s current contractor for Landscape Lighting Act Districts 24, 27 and 32 is Azteca Landscape. The Professional Services Agreement is a five-year agreement and is scheduled to expire on the first of February 2023.

Currently a Request For Proposal (RFP) was sent out and proposal packets have been received. The new Professional Services Agreement for the districts will be for a five (5) year term with only the possibility of an annual CPI increase.

DISCUSSION/ANALYSIS:

Proposal packets have been received. A total of ten companies attended the Request For Proposal (RFP) mandatory information session. Currently six of the companies submitted proposal packets which are currently under review by staff. In order to thoroughly review the submitted documents it has been determined that staff will require more time to ensure all required documents are adequately completed.

Staff requests and recommends Amendment No. 2 to the original agreement with Azteca Landscape, Inc., to ensure all necessary landscape services for the LLA Districts continue and remain uninterrupted until a new services contractor is determined and an agreement is awarded. The table below includes all agreements issued and/or requested:

| | |
|--|-----------------------|
| Initial (5) year Professional Services Agreement (PSA) total price included but not limited to: General Maintenance, irrigation repair, tree trimming, tree work, tree planting, and unforeseen emergencies. | \$750,000.00 |
| Amendment No. 1 Issued to address Pandemic COVID-19 | \$205,000.00 |
| Amendment No. 2 | \$95,00.00 |
| Total Agreement Amount | \$1,050,000.00 |

FISCAL IMPACT/SOURCE OF FUNDING:

The funding for these areas is available and will be utilized from the current fiscal years budget funds listed below:

- Fund 24: Division: 323 – LLAD 24
- Fund 27: Division: 324 – LLAD 27
- Fund 32: Division: 325 – LLAD 32

REQUESTED ACTION:

Recommendation to approve Amendment No. 2 to the Professional Services Agreement with Azteca Landscape for Landscape Maintenance of the Common Areas Outside Individual Homeowner Associations and Commercial Properties within Landscape Districts 24, 27, and 32 which will extend the duration of the contract through March 31, 2023 and to increase the not to exceed amount to One Million Fifty Thousand Dollars (\$1,050,000.00).

ATTACHMENTS:

Exhibit A – Amendment No. 2

Exhibit B – Maps 24, 27, & 32

ITEM 6 ATTACHMENT A

AMENDMENT No. 2 TO PROFESSIONAL SERVICES AGREEMENT
(City of Calabasas and Azteca Landscape, Inc.)

This Amendment No. 2 (“Amendment”) to Professional Services Agreement (“Agreement”) is made on this 25th day of January 2023 at Calabasas, California, by and between the City of Calabasas, a municipal corporation, 100 Civic Center Way, Calabasas, California 91302 (“City”) and Azteca Landscape, Inc., 152 E. Ontario Ave., Ste 101, Corona CA 92881 (“Contractor/Consultant”).

This “Amendment” modifies the original Agreement between the “City” and Azteca Landscape, Inc., “Contractor/Consultant” dated February 1st, 2018 in the following fashion:

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

3.4 “Expiration Date”: March 31st, 2023.

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 One Million Fifty Thousand Dollars [\$1,050,000.00].
- 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) _____ (Contractor/Consultant) _____

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

“City”
City of Calabasas

“Consultant/Contractor”
Azteca Landscape, Inc.

By: _____
David J. Shapiro, Mayor

By: _____
Aurora, Farias, President

Date: _____

Date: _____

By: _____
Kindon Meik, City Manager

Date: _____

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

Date: _____

Attest:

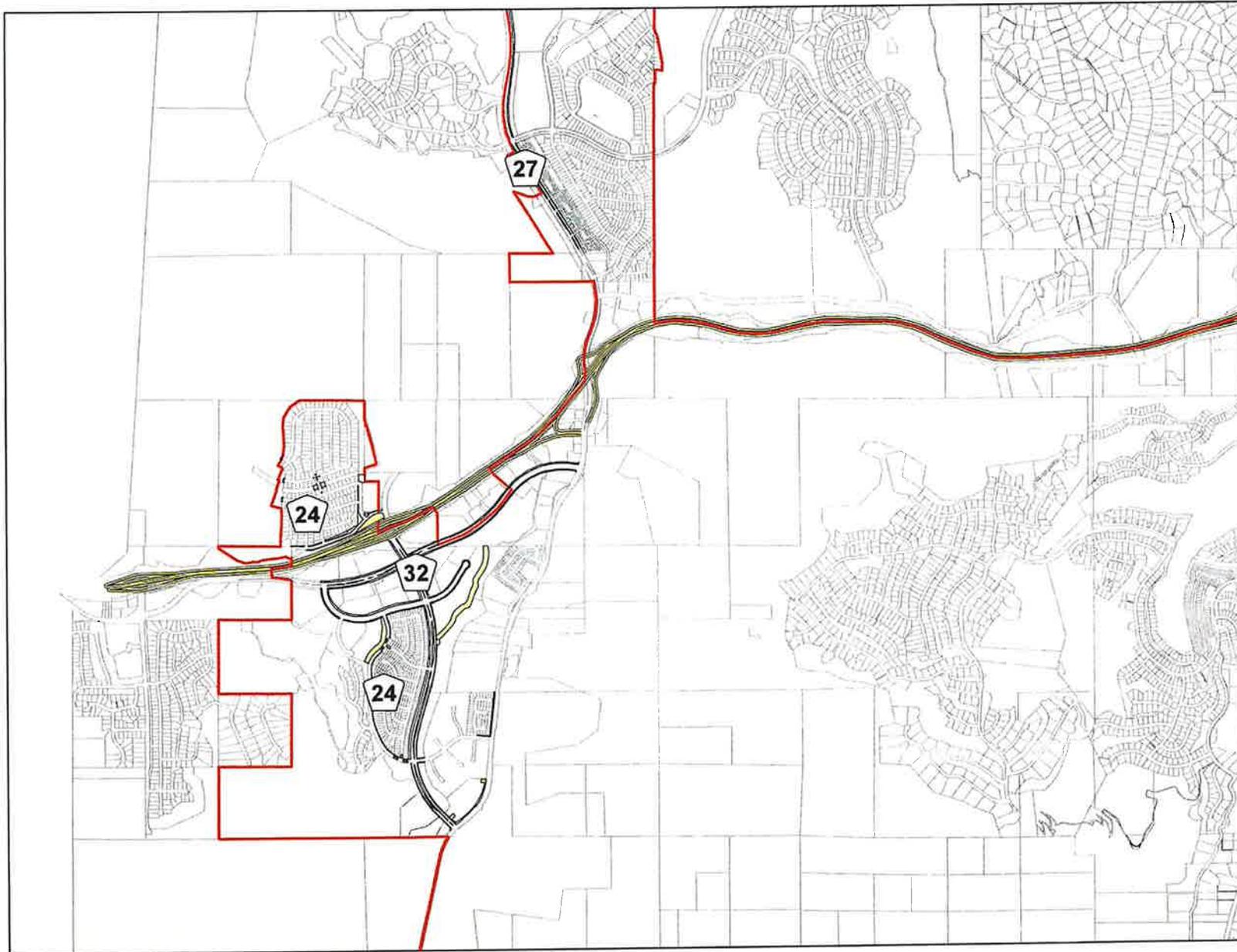
By: _____
Maricela Hernandez, MMC
City Clerk

Date: _____

Approved as to form:

By: _____
Matthew T. Summers, City Attorney

Date: _____



CITY of CALABASAS

**OVERVIEW
FOR
LANDSCAPE
MAINTENANCE
DISTRICTS
24, 27 & 32**

LMD AREA LEGEND

-  LMD 24
-  LMD 27
-  LMD 32





CITY of CALABASAS

LANDSCAPE MAINTENANCE DISTRICT 24

LMD AREA LEGEND

-  LMD 24
-  LMD 27
-  LMD 32
-  STRUCTURES
-  TRAILS
-  V_DITCHES
-  CREEK

IRRIGATION CONTROLLERS/DEVICES

-  CALSENSE
-  DIG
-  IRRITROL
-  LEIT
-  RAIN BIRD
-  RAINMASTER
-  RAINDIAL
-  BACK FLOW PREVENTOR
-  ELECTRIC METER
-  WATER METER
-  WATER METER - RECLAIMED





CITY of CALABASAS

LANDSCAPE MAINTENANCE DISTRICT 24

LMD AREA LEGEND

- LMD 24
- LMD 27
- LMD 32
- STRUCTURES
- TRAILS
- V_DITCHES
- CREEK

IRRIGATION CONTROLLERS/DEVICES

- CALSENSE
- DIG
- IRRITROL
- LEIT
- RAIN BIRD
- RAINMASTER
- RAINDIAL
- BACK FLOW PREVENTOR
- ELECTRIC METER
- WATER METER
- WATER METER - RECLAIMED





CITY of CALABASAS

LANDSCAPE MAINTENANCE DISTRICT 24

LMD AREA LEGEND

-  LMD 24
-  LMD 27
-  LMD 32
-  STRUCTURES
-  TRAILS
-  V-DITCHES
-  CREEK

IRRIGATION CONTROLLERS/DEVICES

-  CALSENSE
-  DIG
-  IRRITROL
-  LEIT
-  RAIN BIRD
-  RAINMASTER
-  RAINDIAL
-  BACK FLOW PREVENTOR
-  ELECTRIC METER
-  WATER METER
-  WATER METER - RECLAIMED





CITY of CALABASAS

**LANDSCAPE
MAINTENANCE
DISTRICT 27**

LMD AREA LEGEND

-  LMD 24
-  LMD 27
-  LMD 32
-  STRUCTURES
-  TRAILS
-  V_DITCHES
-  CREEK

IRRIGATION CONTROLLERS/DEVICES

-  CALSENSE
-  DIG
-  IRRITROL
-  LEIT
-  RAIN BIRD
-  RAINMASTER
-  RAINDIAL
-  BACK FLOW PREVENTOR
-  ELECTRIC METER
-  WATER METER
-  WATER METER - RECLAIMED





CITY of CALABASAS

**LANDSCAPE
MAINTENANCE
DISTRICT 27**

LMD AREA LEGEND

- LMD 24
- LMD 27
- LMD 32
- STRUCTURES
- TRAILS
- V_DITCHES
- CREEK

IRRIGATION CONTROLLERS/DEVICES

- CALSENSE
- DIG
- IRRITROL
- LEIT
- RAIN BIRD
- RAINMASTER
- RAINDIAL
- BACK FLOW PREVENTOR
- ELECTRIC METER
- WATER METER
- WATER METER - RECLAIMED





CITY of CALABASAS

**LANDSCAPE
MAINTENANCE
DISTRICT 32**

LMD AREA LEGEND

- LMD 24
- LMD 27
- LMD 32
- STRUCTURES
- TRAILS
- V_DITCHES
- CREEK

IRRIGATION CONTROLLERS/DEVICES

- CALSENSE
- DIG
- IRRITROL
- LEIT
- RAIN BIRD
- RAINMASTER
- RAINDIAL
- BACK FLOW PREVENTOR
- ELECTRIC METER
- WATER METER
- WATER METER - RECLAIMED



RM



CITY of CALABASAS
CITY COUNCIL AGENDA REPORT

DATE: JANUARY 12, 2023

TO: HONORABLE MAYOR AND COUNCILMEMBERS

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

SUBJECT: RECOMMENDATION TO APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH YUNEX, LLC TO PROVIDE CITY-WIDE TRAFFIC SIGNAL MAINTENANCE SERVICES FOR A ONE-YEAR TERM IN AN AMOUNT NOT TO EXCEED ONE HUNDRED TWENTY THOUSAND DOLLARS (\$120,000)

MEETING

DATE: JANUARY 25, 2023

SUMMARY RECOMMENDATION:

Staff recommends that the City Council approve a professional services agreement with Yunex, LLC to provide city-wide traffic signal maintenance services for a one-year term in an amount not to exceed one hundred twenty thousand dollars (\$120,000.00).

BACKGROUND:

Yunex, LLC (previously Siemens Industry and Siemens Mobility) has been providing traffic signal maintenance services for the City since 2016. The most recent contract was signed in January 2020 after Siemens Mobility, Inc. was selected as the maintenance contractor based on the evaluation of proposals received in response to an RFP. The existing contract expired on December 31, 2022.

DISCUSSION/ANALYSIS:

Traffic signal maintenance contracts typically provide two types of service: Routine/Preventive and Extraordinary. The following paragraphs describe each:

Routine/Preventive maintenance includes general upkeep of the traffic signal cabinets and equipment. Currently the contractor visits every traffic signal two times per year to review the operations, check vehicle and safety lights, clean the inside of the cabinet, test the vehicle detection systems, check pedestrian push buttons and indications. In past years this has been adequate for basic signal equipment. However, the City has been implementing newer technologies for communications, vehicle detection, and video surveillance, which require a higher level of maintenance. Based on other agency practices, industry recommended standards, and a desire to improve operational efficiency (such as firmware updates) and equipment longevity, staff is recommending the frequency be increased to quarterly maintenance. This will allow for more frequent review of communications equipment, cleaning, and checking of traffic signal power distribution systems. Therefore, the new contract reflects a change in the routine traffic signal maintenance schedule.

Extraordinary maintenance is provided on an as-needed basis and can include the following: repairing damage related to signal knock-downs, vandalism or other accidents, intersection re-wiring, upgrading or replacing signal controllers, repairing or replacing in-pavement crosswalk flashers, replacing vehicular or pedestrian indicators, painting cabinets or signal heads, replacing lenses, detectors, and cameras, repairing interconnect equipment, assisting in new signal installations or modifications and testing conflict monitors. Extraordinary maintenance is billed with hourly costs for labor and equipment and material charges.

City staff has been satisfied with response time and services provided by Yunex, LLC. The company also provides traffic signal maintenance to other jurisdictions such as the City of Malibu whose staff provided good references for Yunex.

City staff has been successful in negotiating continuation of services with Yunex for the same rates for an additional year. The fee schedule for a new contract contains the same prices for traffic signal maintenance services as were included in January 2020 contract. Staff will publish an RFP in the beginning on the next fiscal year to provide contractors with ample time to prepare a proposal and to have a new contract in place in January 2024.

Therefore, staff recommends offering Yunex as the City's traffic signal maintenance service provider and issuing a Professional Services Agreement for a one-year term beginning on January 1, 2023 (See Exhibit A).

FISCAL IMPACT/SOURCE OF FUNDING:

The budget for traffic signal maintenance is included within the Public Works Department's operating budget. The account number 10-332-5252-60, Traffic Signal and Lighting, has budget allocated to cover these expenses.

REQUESTED ACTION:

Staff recommends that the City Council approve a professional services agreement with Yunex, LLC to provide city-wide traffic signal maintenance services for a one-year term in an amount not to exceed one hundred twenty thousand dollars (\$120,000.00).

ATTACHMENTS:

Exhibit A - Professional Services Agreement with Yunex, LLC



CITY of CALABASAS

PROFESSIONAL SERVICES AGREEMENT

CONTRACT SUMMARY

| | |
|---|---|
| Name of Contractor: | Yunex, LLC |
| City Department in charge of Contract: | Public Works Department |
| Contact Person for City Department: | Tatiana Holden, P.E. Deputy Public Works Director |
| Period of Performance for Contract: | January 1, 2023-December 31, 2023 |
| Not to Exceed Amount of Contract: | One Hundred Twenty Thousand Dollars (\$120,000.00) |
| Scope of Work for Contract: | Citywide Traffic Signal On-Call and Quarterly Routine Maintenance and Repair |

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?

California requires Worker's Compensation insurance.

PROFESSIONAL SERVICES AGREEMENT
Providing for Payment of Prevailing Wages
(City of Calabasas/Yunex, LLC)

1. IDENTIFICATION

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into by and between the City of Calabasas, a California municipal corporation (“City”), and Yunex, LLC a Delaware, Limited Liability Company (“Consultant”).

2. RECITALS

- 2.1 City has determined that it requires the following professional services from a consultant: Citywide Traffic Signal On-Call and Quarterly Routine Maintenance and Repair.
- 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 dated January 12, 2023 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 and included within Exhibit A and incorporated herein by this reference.
- 3.3 “Commencement Date”: January 1, 2023.
- 3.4 “Expiration Date”: December 31, 2023.

4. TERM

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

5. CONSULTANT'S SERVICES

- 5.1 Consultant shall perform the services identified in the Scope of Services. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement. In no event shall the total compensation and costs payable to Consultant under this Agreement exceed the sum of One Hundred Twenty Thousand Dollars (\$120,000) 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. shall Josh Ferras 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.

- 11.2 Consultant shall require each of its subcontractors to maintain insurance coverage that meets all of the requirements of this Agreement.
- 11.3 The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A:VII in the latest edition of Best's Insurance Guide.
- 11.4 Consultant agrees that if it does not keep the aforesaid insurance in full force and effect, City may either (i) immediately terminate this Agreement; or (ii) take out the necessary insurance and pay, at Consultant's expense, the premium thereon.
- 11.5 At all times during the term of this Agreement, Consultant shall maintain on file with City's Risk Manager a certificate or certificates of insurance showing that the aforesaid policies are in effect in the required amounts and naming the City and its officers, employees, agents and volunteers as additional insureds. Consultant shall, prior to commencement of work under this Agreement, file with City's Risk Manager such certificate(s).
- 11.6 Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages.
- 11.7 The General Liability Policy of insurance required by this Agreement shall contain an endorsement naming City and its officers, employees, agents and volunteers as additional insureds. The General Liability Policy required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty days' prior written notice to City. Consultant agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions. If this contract provides service to a Homeowners Association, that Homeowners Association must be listed as an additional insured in addition to the City.
- 11.8 The insurance provided by Consultant shall be primary to any coverage available to City. Any insurance or self-insurance maintained by City and/or its officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.

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

12. MUTUAL COOPERATION

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

13. RECORDS AND INSPECTIONS

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

14. PERMITS AND APPROVALS

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

15. NOTICES

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

If to City:

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

If to Consultant:

Yunex, LLC
1026 E. Lacy Avenue
Anaheim, CA 92805
Attn: Joshua Ferras
Telephone: (714) 284-0206
Facsimile: (714) 284-1150
Email: joshua.ferras@yunextraffic.com

With courtesy copy to:

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

16. SURVIVING COVENANTS

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

17. TERMINATION

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

18. GENERAL PROVISIONS

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

- 18.6 Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance of the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any of all of such other rights, powers or remedies. In the event legal action shall be necessary to enforce any term, covenant or condition herein contained, the party prevailing in such action, whether reduced to judgment or not, shall be entitled to its reasonable and actual court costs, including accountants' fees, if any, and attorneys' fees expended in such action. The venue for any litigation shall be Los Angeles County, California.
- 18.7 If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to, the extent necessary to cure such invalidity or unenforceability, and shall be enforceable in its amended form. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
- 18.8 This Agreement shall be governed and construed in accordance with the laws of the State of California.
- 18.9 All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between City and Consultant with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed by City and Consultant.

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

19. PREVAILING WAGES

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

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

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

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

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

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

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

By: _____
David J. Shapiro, Mayor

By: _____
Michael Hutchens, Western Operations Manager

Date: _____

Date: _____

By: _____
Kindon Meik, City Manager

By: _____
Steven Teal, Director of Service, US

Date: _____

Date: _____

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

Attest:

By: _____
Maricela Hernandez, MMC, CPMC
City Clerk

Date: _____

Approved as to form:

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

Date: _____

EXHIBIT A SCOPE OF WORK

YUNEX
TRAFFIC

Attachment A COST PROPOSAL SCHEDULE TRAFFIC SIGNAL MAINTENANCE SERVICES IN THE CITY OF CALABASAS

The cost of the work shall include furnishing all necessary personnel, vehicles, equipment, supplies and tools needed in support of the scope of services contained within this bid. Nothing in the specification shall implicitly or explicitly require the City to provide any personnel, vehicles, equipment, supplies or tools to the Contractor in performance of scope of work. All vehicles and equipment shall be kept in a clean and well maintained condition while operating within the city. Contractor shall ensure that each vehicle is inspected daily for safety related items, and that a record of the vehicle inspection shall be kept with the vehicle at all times the vehicle is operating within the city. Contractor shall meet all applicable local, state and Federal clean water laws, rules and regulations including but not limited to all conditions set forth in the Los Angeles County National Pollution Discharge Elimination System Permit and all Best Management Practices set forth by the City in compliance with NPDES requirements.

1. Quarterly inspection cleaning and adjustment of control unit and cabinet, including removal of accumulated dirt and debris, inspection and cleaning of seals and drains. Contractor shall also test the actuation system (traffic loops or other traffic sensing system), pedestrian signals, and pushbuttons.

COST FOR QUARTERLY INSPECTION PER INTERSECTION: \$ 162.00

2. Replacement of Traffic Safety Lights

COST PER LAMP/LED REPLACEMENT (MATLS AND SUPPLIES): \$ 15.00

COST FOR HPS COBRA HEAD FIXTURE (MATLS AND SUPPLIES) WILL BE: \$ 230.00

COST FOR LED FIXTURE (MATLS AND SUPPLIES) WILL BE: \$ Cost + Markup

3. Replacement of any failed vehicular and pedestrian indication as identified during inspection or call-out by the City

COST PER TRAFFIC SIGNAL LED (BALL OR ARROW) (MATLS AND SUPPLIES): \$ 45.00

COST PER PEDESTRIAN INDICATION MODULE (MATLS AND SUPPLIES): \$ 100.00

4. Repair or replacement of any failed critical system component as identified during inspection or call-out by the City. Materials and components shall be priced on actual cost plus applicable sales taxes and delivery charges. Contractor shall be allowed a 10% mark-up on the total cost of component. Contractor shall submit copies of receipts for all materials and components with invoice.

FULLY BURDENED LABOR RATE PER HOUR: \$ 159.00 / hour.

5. Repairs or replacement of illuminated street-name signs and other lighting replacement as identified by the City. Materials and components shall be priced on actual cost plus applicable sales taxes and delivery charges. Contractor shall be allowed a 10% mark-up on the total cost of component. Contractor shall submit copies of receipts for all materials and components with invoice.

FULLY BURDENED LABOR RATE PER LIGHT: \$ 80.00 / light.

EMERGENCY RESPONSE SERVICES AND/OR REQUEST SERVICES

List the position titles and responsibilities of personnel that will be providing emergency response services to the City per this RFP.

PERSONNEL

| Position | Hourly Rate | Overtime Rate | Premium Time |
|--|------------------|------------------|------------------|
| Title: <u>Superintendent</u> Description: <u>Oversees Field Crews and assistant with job preparation</u> | \$ <u>80.00</u> | \$ <u>80.00</u> | \$ <u>80.00</u> |
| Title: <u>Construction Foreman</u> Description: <u>Direct Supervisor in the Field</u> | \$ <u>140.00</u> | \$ <u>170.00</u> | \$ <u>198.00</u> |
| Title: <u>Engineering Technician / Specialist</u> Description: <u>Technical Support / Special Projects</u> | \$ <u>140.00</u> | \$ <u>170.00</u> | \$ <u>198.00</u> |
| Title: <u>Traffic Signal Technician / Electrician</u> Description: <u>Performs Preventative Maintenance and responds to call outs</u> | \$ <u>135.00</u> | \$ <u>160.00</u> | \$ <u>186.00</u> |
| Title: <u>Street Light Technician</u> Description: <u>Executes Streetlight Projects</u> | \$ <u>95.00</u> | \$ <u>110.00</u> | \$ <u>130.00</u> |
| Title: <u>Communication Technician</u> Description: <u>Fiber Optics and Interconnect Support</u> | \$ <u>135.00</u> | \$ <u>160.00</u> | \$ <u>186.00</u> |
| Title: <u>Groundman</u> Description: <u>Digging, Trenching, Etc. under Supervision of Foreman</u> | \$ <u>109.00</u> | \$ <u>150.00</u> | \$ <u>150.00</u> |
| Title: _____ Description: _____ | \$ _____ | \$ _____ | \$ _____ |

EQUIPMENT:

| | Hourly Rate |
|-----------------------------------|-----------------|
| Description: <u>Service Truck</u> | \$ <u>28.00</u> |
| Description: <u>Bucket Truck</u> | \$ <u>30.00</u> |
| Description: <u>Crane</u> | \$ <u>55.00</u> |

Regular, Overtime, and Premium time explanation:

- > Regular Hours are: Monday thru Friday (excluding holidays) from 7:30am to 4:00pm.
- > Overtime Hours are: Monday thru Friday after these work hours for the first four straight hours on any job as well as Saturday for the initial 8 working hours.
- > Premium Hours are: Monday thru Friday after four hours of OT on any one job, Saturdays after 8 hours on any one job, all day Sunday starting at 12:00am until Monday at 7:30am and all holidays starting at 12:00am until the next morning at 7:30am.

NON-COLLUSION AFFIDAVIT

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

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

Signature of Bidder

Business Address

Place of Residence

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

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

My Commission Expires _____, 20__.

WORKERS' COMPENSATION INSURANCE
CERTIFICATE

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

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

DATE: _____

(Contractor)

By:

(Signature)

(Title)

Attest:

By:

(Signature)

(Title)



CITY of CALABASAS
CITY COUNCIL AGENDA REPORT

DATE: JANUARY 13, 2023

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: ROBERT YALDA, PUBLIC WORKS DIRECTOR/CITY ENGINEER

SUBJECT: AMENDMENT TO IDEAL GENERAL SERVICES, INC. 2021 CONTRACT TO CREATE A DEMAND-RESPONSE PROGRAM

MEETING DATE: JANUARY 25, 2023

SUMMARY RECOMMENDATION:

Staff recommends Council approve Amendment No. 1 to the 2021 Professional Services Agreement with Ideal General Services, Inc, amending the scope of services, expiration date, and total compensation.

BACKGROUND:

In 2021, Council approved the existing contract with Ideal General Services, Inc. (IGS) to operate our Dial-A-Ride program for 3 years and not to exceed amount of \$743,904.00. IGS has been the City's Dial-A-Ride operator since 2016 and has operated without issue and the City constantly receives compliments for the service.

Per the City's 2030 General Plan, City Staff has monitored the established transit system and made adjustments to the program to meet the changing needs. Since 2010 the City's weekend transit service, the Calabasas Trolley, has seen reduction in ridership and has reduced operations to match when users utilize the program. Since our transit program's return from Covid-19, there has been a drastic reduction in trolley riders, especially outside of the summer months. Staff has determined that introducing a public Demand-Response Program for weekends will

help encourage riders to utilize weekend transit options and close gaps in transit needs.

DISCUSSION/ANALYSIS:

According to the Federal Transit Administration (FTA), the definition of Demand Response System is “one where passenger trips are generated by calls from passengers or their agents to the transit operator, who then dispatches a vehicle to pick the passengers up and transport them to their destinations” (1988 FTA Circular 2710.2A). The existing Dial-A-Ride Program is classified as a Demand Response where approved passengers call a day in advance to make a request for a trip, but this service is only available to seniors and riders with disabilities and rides must be pre-approved. This is in contrast to the existing Trolley Program which operates on a fixed route to set locations throughout the City at set times and is open to the public for use. Demand Response allows for greater flexibility in our transit program and for our riders.

Staff presented this program to the Traffic and Transportation Commission at the November 22, 2022 Meeting. Commissioners provided comments and supported the new program.

This weekend program will replace the weekend trolley service for a majority of the year. Since ridership during the summer is higher, the Trolley Program will switch to a summer-only program, following the same 10-week schedule as the Beach Bus. This 10-week schedule falls between the end and beginning of school for LVUSD students.

Trolley maintenance is also a large factor in our decision to make this shift. Since service resumed in August 2021, maintenance costs for the trolley has totaled \$5,705.80. Maintenance for Ideal’s Dial-A-Ride vans are covered by Ideal instead of by the City. This increase in contract amount will also enable IGS to purchase new vans which will help keep their fleet from aging.

Currently, the trolley is operating its seasonal “Winter Hours” 10:00 AM to 2:00 PM on Saturdays and has been experiencing an average of 5 riders each week since October 29 when this schedule change went into effect. Dial-A-Ride operates 9:00 AM to 5:00 PM on Saturdays and 10:00AM to 4:00 PM on Sundays. The proposed Demand Response Service would operate Saturday and Sunday 9:00 AM to 5:00 PM.

Weekend passengers would be allowed to request a trip from anywhere in the City to anywhere in the City for the standard Dial-A-Ride fare of \$2.50. Passengers can also travel from anywhere in the City to one of the set out of city locations for a

\$4.00 fare. The existing out of city stops that the Dial-A-Ride program already utilizes are as follows:

- Kaiser Permanente, Woodland Hills
- West Hills Medical Center
- Tarzana Regional Medical Center
- Fallbrook Center, West Hills
- Topanga Plaza, Canoga Park
- The Village, Woodland Hills
- St. Mel Catholic Church/Adult Club, Woodland Hills
- West Valley Jewish Community Center, West Hills
- Woodland Hills Community Church/Primetimers Club

Staff would like to add an additional stop to the G (Orange) Line Canoga Station to better connect passengers with Metro's service.

In order to improve response times, 2 drivers would be utilized (instead of the 1 driver we typically have on the weekend) and the drivers would wait for calls on opposite sides of the City. The Trolley operates on a 1-hour route, but utilizing a Demand Response program with 2 drivers could allow for 15-minute response, saving time for passengers.

The trolley would still remain available for use for special events such as the Hidden Hills Parade, Jolly Trolley, and the Red Trolley Tour.

FISCAL IMPACT/SOURCE OF FUNDING:

If we completely replace the Trolley Program with the proposed Demand Response Program, a savings of approximately \$40,000 is expected per year. However, if the Trolley Program is continued through the summer as proposed, the Demand-Response program will save approximately \$26,000 a year (excluding maintenance costs and fare revenue).

With the proposed increase in service provided by IGS, Staff is recommending an extension in the contract by three years and a change in contract amount to \$1,520,755. This includes the cost of the contract between effective date and the new expiration of January 2026.

The Dial-A-Ride and Trolley programs are both funded by LACMTA's Proposition A and Proposition C. As this new program would save money there is no negative impact to our source of transit funding.

Staff are also in the process of applying to several grants which would help offset the costs of this program and provide improved service.

REQUESTED ACTION:

Staff recommends Council approve Amendment No. 1 to the 2021 Professional Services Agreement with Ideal General Services, Inc, amending the scope of services, expiration date, and total compensation.

ATTACHMENTS:

Attachment A: Ideal General Services Inc. 2021 Contract

Attachment B: Amendment No. 1 to Professional Services Agreement



CITY of CALABASAS

PROFESSIONAL SERVICES AGREEMENT
(Ideal General Services, Inc.)

CONTRACT SUMMARY

| | |
|---|--|
| Name of Contractor: | Ideal General Services, Inc. |
| City Department in charge of Contract: | Public Works |
| Contact Person for City Department: | Robert Yalda, P.E., T.E. |
| Period of Performance for Contract: | July 1, 2021-June 30, 2024 |
| Not to Exceed Amount of Contract: | Seven Hundred Forty Three Thousand Nine Hundred For Dollars (\$743,904.00) |
| Scope of Work for Contract: | City of Calabasas Dial-A-Ride Service Provider |

Insurance Requirements for Contract:

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

If yes, please provide coverage amounts: 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?

If yes, please provide coverage amounts: 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?

If yes, please provide coverage amounts: Worker's Compensation insurance as required by the laws of the State of California.

Other: N/A

Proper documentation is required and must be attached.

Initials: (City) RA (Contractor) RA

PROFESSIONAL SERVICES AGREEMENT
(Ideal General Services, Inc.)

1. IDENTIFICATION

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

2. RECITALS

- 2.1 City has determined that it requires the following professional services from a consultant: *City of Calabasas Dial-A-Ride 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 *May 2021* proposal to City attached hereto as Exhibit A and incorporated herein by this reference.
- 3.2 “Approved Fee Schedule”: Such compensation rates as are set forth in Consultant’s *May 2021* fee schedule to City attached hereto as Exhibit B and incorporated herein by this reference.
- 3.3 “Commencement Date”: July 1, 2021.
- 3.4 “Expiration Date”: June 30, 2024.

4. TERM

The term of this Agreement shall commence at 12:00 a.m. on the Commencement Date and shall expire at 11:59 p.m. on the 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

Initials: (City)  (Contractor) 

shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement. In no event shall the total compensation and costs payable to Consultant under this Agreement exceed the sum of **Seven Hundred Forty Three Thousand Nine Hundred Four Dollars (\$743,904.00)** 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. **Parva Mostofizadeh** shall be Consultant's project administrator and shall have direct responsibility for management of Consultant's performance under this Agreement. No change shall be made in Consultant's project administrator without City's prior written consent.

6. COMPENSATION

- 6.1 City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept in full satisfaction for such services, payment in accordance with the Approved Fee Schedule.
- 6.2 Consultant shall submit to City an invoice, on a monthly basis or less frequently, for the services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period and the amount due. Within ten business days of receipt of each invoice, City shall notify Consultant in writing of any disputed amounts included on the invoice. Within thirty calendar days of receipt of each invoice, City shall pay all undisputed amounts included on the invoice. City shall not withhold applicable taxes or other authorized deductions from payments made to Consultant.
- 6.3 Payments for any services requested by City and not included in the Scope of

Initials: (City)  (Contractor) *P/M*

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) PH (Contractor) PM

10. INDEMNIFICATION

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

Initials: (City)



(Contractor)



- 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.
- 11.5 At all times during the term of this Agreement, Consultant shall maintain on file with City's Risk Manager a certificate or certificates of insurance showing that the aforesaid policies are in effect in the required amounts and naming the City and its officers, employees, agents and volunteers as additional insureds. Consultant shall, prior to commencement of work under this Agreement, file with City's Risk Manager such certificate(s).

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

12. MUTUAL COOPERATION

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

13. RECORDS AND INSPECTIONS

Initials: (City)  (Contractor) 

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: **Hali Aziz**
Telephone: (818) 224-1600
Facsimile: (818) 225-7338

If to Consultant:

Ideal General Services, Inc.
P.O. Box 9021
Calabasas, CA 91372
Attn: Parva Mostofizadeh
Telephone: (818) 591-9400
Facsimile: (805) 418-7995

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

Initials: (City)  (Contractor) *PM*

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. EXTENSIONS

- 18.1. City shall have the right to extend this Agreement three times, each for the duration of one year for an amount not to exceed \$263,450 annually following the expiration of the Agreement on June 30, 2024.
- 18.2. Each extension shall be based on City's evaluation of Consultants' services. The determination to extend the agreement is within the sole discretion and judgement of the City.
- 18.3. The evaluation shall consider Consultant's performance under this Agreement which may include but is not limited to, its adherence to City's reasonable requests and instructions and the quality of services provided by Consultant.
- 18.4. The not to exceed amount shall be based on service levels effective as of July 1, 2021. Shall the service level vary more than 30%, Consultant shall have the right to terminate this Agreement in accordance with the provisions for termination of this Agreement.

19. GENERAL PROVISIONS

- 18.1 Consultant shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without City's prior written consent, and any attempt to do so shall be void and of no effect. City shall not be obligated or liable under this Agreement to any party other than Consultant.
- 18.2 In the performance of this Agreement, Consultant shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition.
- 18.3 The captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section

Initials: (City)  (Contractor) *PA*

or paragraph thereof at the head of which it appears, the section or paragraph thereof, as the case may be, and not such heading, shall control and govern in the construction of this Agreement. Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).

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

Initials: (City) RAJ (Contractor) RAA

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) PA (Contractor) PA

Professional Services Agreement
City of Calabasas// Ideal General Services, Inc.

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

"City"
City of Calabasas

"Consultant"
Ideal General Services, Inc.

By: 
James R. Bozajian, Mayor

By: 
Parva Mostafizadeh, President

Date: 7/29/21

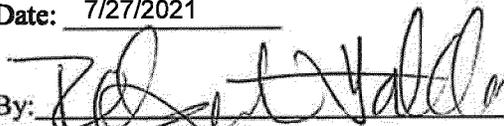
Date: 6/24/2021

By: 
Kindon Meik, City Manager

By: 
Mahmoud Baniahmad, Vice President

Date: 7/27/2021

Date: 6/24/2021

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

Date: 6/29/2021

Attest:
By: 
Maricela Hernandez, MMC, CPMC
City Clerk

Date: 8/2/2021

Approved as to form:

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

Date: 7/27/2021

**EXHIBIT A
SCOPE OF WORK**

EXHIBIT A SCOPE OF WORK

Scope of Services:

The City of Calabasas requires Dial-A-Ride demand response service. The paratransit system consists of the following

- Dial-A-Ride demand response, paratransit service within the City of Calabasas city limits and select predetermined locations outside of the city boundary.
 - One wheelchair accessible vehicle and one standard vehicle to be provided by the contractor (minivan)
 - Regular program hours schedule pick-ups
 - First car:
 - begin at 8:00 a.m. and conclude at 6:30 p.m. Monday to Thursday,
 - begin at 8:00 a.m. and conclude at 5:00 p.m. on Friday,
 - begin at 9:00 a.m. and conclude at 5:00 p.m. on Saturday.
 - begin at 10:00 a.m. and conclude at 4:00 p.m. on Sundays.
 - Second car for medical appointments only:
 - begin at 9:00 a.m. and conclude at 5:00 p.m. Monday through Thursday.
 - begin at 9:00 a.m. and conclude at 4:00 p.m. on Friday.

Regulations:

- Service users are limited to Calabasas residents only.
- Service users are entitled to three (3) round trips in a week.
- The service area of the contractor is limited to the city boundaries and the ten locations listed on the map provided herein. The city only subsidizes the contractor for trips within the boundary or to any of the listed locations on the map. Trips failing outside the designated service boundary are not allowed and will not be compensated unless otherwise authorized in advance by the Public Works Department.
- Operator shall not wait for passengers for more than 5 (five) minutes at any point of pick-up. Exceptions will be made for senior and handicapped persons who must present themselves and/or be en route to the vehicle within the allowable time line.

- The contractor shall not be compensated for waiting time or “No Show“ trips.
- Animals are not allowed on the Calabasas Public Transportation, except for service animals.
- During a service day, the contractor shall be compensated for three (3) hours in the event that there is more than three (3) hour gap between two short trips, plus the total hours of remaining completed trips. In the event that there is no gap more than three (3) hours between trips, the contractor shall be compensated for the total hours of completed trips in that day.
- The second vehicle shall be used for medical appointments only.

The liability insurance requirements are:

- \$1,000,000 for Comprehensive General Liability.
- \$1,000,000 (per occurrence) for Auto Liability.
- \$1,000,000 (per occurrence) for Umbrella Liability
- \$1,000,000 for Worker's Compensation.

Contractor Responsibilities:

The contractor shall be responsible for the management and operation of Calabasas Dial-A-Ride Demand Response, paratransit services purchased by city. Contractor shall manage service in accordance with the guidelines and parameters established in the RFP. The omission of a duty or responsibility herein below shall not relive contractor of its obligation to perform such duty or accept such responsibility, so long as its usual, customary and generally accepted with the public transportation industry as being element of operating a fixed-route service.

Contractor shall furnish all facilities, equipment, and services required in the operation and management of said services unless specifically identified to be contributed by city in the RFP.

The contractor has to coordinate and manage all the necessary program activities, which include:

- Maintenance of all vehicles.
- Provide vehicle contractors and project personnel.
- Train Personnel (and continue training in case of any requirement changes).
- Develop administrative and operational procedures.
- Compile and maintain financial and non –financial records.
- Develop and improve effectiveness and maximize service efficiency.

It is the contractor’s responsibility to obtain all federal, state, and local approvals and permits

prior to start of service. The city will provide vehicle license and registration.

Legal and Regulatory Requirements:

Drug and Alcohol Testing & Americans with Disability Act

The contractor is required to comply with FTA drug and alcohol testing regulations in compliance with FTA Master Agreement Section 40, and other drug and alcohol testing rules and regulations as may be required by the FTA. The contractor will fully cooperate with the City in providing necessary information and documentation to enable the City to comply with FTA reporting requirements. The contractor shall comply with the applicable requirements of the American with Disability Act (ADA).

Reporting

The Contractor is required to become familiar with the reporting requirements for the Calabasas DAR program. The contractor is required to work with the city to keep up to date on all reporting requirements including meeting with City staff hosted by METRO. The contractor shall work with the City to prepare for audit including attending pre audit meetings to ensure the accuracy of records. It is the contractor's responsibility to meet with auditors to make sure all records are available. It is the contractor's liability to pay fines imposed on the City due to contractor's failure to comply with any of the reporting requirements.

Vehicle /Equipment:

Vehicles needed to operate the service are to be provided by and maintained in good repair and in a condition satisfactory to the city by the contractor. The contractor will be responsible for licensing of this equipment and must comply with all applicable federal and other statues and regulations governing its use. The vehicles are to be a lift equipped minivan or other ADA compliant vehicle, white or dark green in color, All vehicles utilized in the DAR fleet are required to have each service's logo/decal design, and artwork for each service is needed. Contractor is responsible for the expenses of the fabrication of these items and placing the logo/decals on the vehicle. Contractor shall be responsible for the maintenance and upkeep of the logo/decal and artwork on the vehicles. The contractor shall make cell phones available to all drivers for use in emergency.

Any other type of vehicles used for Dial-A-Ride service is to be approved in writing by the Director of Public Works Department.

Vehicle Maintenance Requirements:

Maintenance Records

As required by California Code of Regulations 13 (13CCR) the contractor shall maintain a current vehicle file in chronological order. At a minimum the following information must be kept in this file:

- Maintenance Repair Work Orders
- Preventive Maintenance Schedule Reports.
- Contractors Defect Report (Pre-operation and Maintenance Record cards).
- Report of Trouble.
- Quality Assurance Inspection Reports.
- CHP Terminal Inspection Reports.
- Vehicle Smoke Emission Records.

The city reserves the right in its sole discretion to review maintenance record of, inspect and reject temporarily or permanently, by notice to the contractor, any vehicle the contractor utilizes which the city deems unacceptable All necessary repairs made to the vehicles shall be made within three (3) days of notice of repair by the city, the contractor shall submit to a subsequent vehicle inspection on or before the fourth day following the notice date. Failure to comply with this provision shall entitle the city to terminate this agreement.

Demand Maintenance:

The contractor shall be responsible for the maintenance and repair of all vehicles, communication systems, and all other equipment, furnishings and accessories required in connection with its operation of the service in a clean, safe, sound and proper operable condition at all times.

Mechanical Road Calls Response Time:

The contractor shall be responsible for dispatching a replacement vehicle within 10 (ten) minutes in the event of a vehicle deployed for or in a revenue service becomes disabled due to

mechanical breakdown or accident. IF the delay of service is 20 (twenty) minutes or longer, the contractor shall notify the city's transportation planner via the agreed upon communication protocol.

Vehicle Systems:

Wheelchair-Lift/Ramp/Securement Systems:

The contractor will ensure the wheelchair lifts, ramps, and securement systems are operational on all vehicles in the fleet. All broken systems must be repaired within 24 hours.

Climate Control:

The contractor shall maintain the heating and air conditioning units in proper working condition and to ensure comfortable environment inside the vehicles. Drivers shall monitor climate control units to ensure they are working properly. In service vehicles without working heating or air conditioning will be exchanged within one round trip or sooner.

Fare/Passenger Collection:

The contractor is responsible for collecting the appropriate fare and reimbursing the city at the end of each month, via monthly invoices.

Vehicle Conditions:

The contractor shall maintain vehicles in a clean and neat condition at all times.

Body Damage:

The contractor is responsible for repairing all vehicle body damage in a timely manner. Should the vehicle need extensive body repairs, the contractor shall provide the city with a timeline for the repairs, the Contractor shall provide the city with a timeline for the repairs to be completed. Normal body damage must be repaired within 72 hours of occurrence.

Exterior/Interior Advertising & Public Notices:

The city reserves the exclusive right to place advertising material on the interior and/or exterior of the revenue vehicles. The contractor shall not install any advertising material on the interior or exterior of the bus except as directed by the city. The contractor shall cooperate with any

advertising program the city may have.

Revenue Vehicle Paint & Decals:

Contractor must paint all damaged vehicles to match the original color scheme. The contractor shall also procure a supply of decals to replace any damaged decals during the term of the agreement.

City Vehicle Inspection:

The city shall have the right to inspect any and all vehicles or cause same to be inspected at any time, with or without notice to the contractor, provided, however that unless the city determines in its sole discretion that emergency conditions or factors affecting safety or security otherwise, the city will give at least 24-hour notice of any such inspection.

Facility Requirements:

The City of Calabasas does not own a transit operations and maintenance facility for its Dial-A-Ride services. The contractor shall provide an operations and maintenance facility.

Vehicle Parking and Deployment:

One DAR vehicles is allowed to be parked at the parking lot located behind the City Hall building at 100 Civic Center Way. The vehicle is not allowed to be stored at this location.

Communication Equipment

The contractor must ensure that phone and Internet services provided are sufficient to effectively and efficiently support DAR systems. Following phone and Internet services must be available from their facility:

- Phone Lines – Sufficient number of phone lines for the contractors internal and customer service functions.
- Fax Line - At least one dedicated fax line.
- Computer Network

The contractor will operate the Calabasas DAR services as specified by city and in strict accordance with the regulations set forth in the RFP, and shall provide such services in a safe, professional, and courteous manner. The contractor shall ensure a sufficient number of operators, both regularly scheduled and extra board, to provide consistent and reliable service.

The city will not be responsible for payment for any traffic or parking ticket. The contractor shall be responsible for all the costs associated with repairing physical damage to the vehicles.

Vehicle Operator Requirements:

All operators must have a current and valid state issued license to operate DAR. In addition, operators must wear a shoulder patch on their name which contains name, employee number, and contractor name.

Drug and Alcohol Testing

The contractor shall develop, implement and maintain an employee alcohol and substance abuse testing program, subject to the city approval. Such program will comply with all applicable requirements as established by the Federal Transit Administration or by the other federal or state agencies, including regulations promulgated to implement the Omnibus Transportation Employee Testing Act of 1991.

Background Check

The contractor shall use appropriate employee screening and selection criteria to assure the employment of the best-qualified applicants available, emphasizing competence, courtesy, reliability and good customer service skills. The employees should be able to communicate in English and be able to complete written reports in a clear, concise, and legible manner. The contractor shall check an applicant's driver license records through the DMV, conduct a pre-employment physical examination, and drug/alcohol screening tests. The contractor shall make all reasonable efforts to remove any employee who is convicted of a felony or of a crime involving moral turpitude during his/her employment. The contractor shall conduct a "Live Scan" DOJ & FBI check to determine criminal background of employees. The contractor shall complete the background check prior to hiring and every two years.

General Duties:

In addition to safe operation of vehicle, operators must also perform the following general duties:

- Operator Wheelchair lift and secure wheelchair passengers.
- Record passenger counts as required.
- Data collection as necessary.
- When requested, provide passenger assistance during boarding or alighting.
- Assist in loading and unloading of senior citizens and disabled riders packages not exceeding twenty-five (25) pounds.

Communications Skills

Operators must uphold the city's high-quality customer service expectations by performing the following duties:

- Effectively communicate using English both verbally and in writing as solely determined by the city.
- Provide assistance to passengers of limited English proficiency, including directing such passengers to where they can receive more information regarding Calabasas's Public Transportation Services.
- Proactively communicate with passengers to disclose, explain, or answer questions about unscheduled stops, recovery points, driver switches, or other interruptions to service, including the approximate amount of time each occurrence will last.
- Proactively communicate with passengers when passengers board a bus that is either going out of service or completing its last trip of the day.

Distribution of Materials & Pre-Trip Inspection

The operators will, when requested by the city, hand out notices to passengers or otherwise render assistance in customer relations, promotion, marketing, monitoring and supervisory functions. Furthermore, operators must conduct a pre-trip inspection prior to taking vehicle into revenue service.

Operator Uniforms & Safety

The city and the contractor shall agree upon a standard uniform. Operators shall be in uniform at all times in service or otherwise in duty. In addition, operators are required to follow local, state, and federal road, driving, and traffic laws, including but not limited to wearing a seatbelt and refraining from cell phone usage while the vehicle is in motion.

Accidents

All traffic accidents involving DAR vehicles, irrespective of injury, shall be immediately reported to the appropriate law enforcement agency. The city's transportation planner shall be notified via the agreed upon communication protocol (E-Mail and/or Phone) by contractor of all accidents and incidents within 4 hours. In cases of involving injuries where person(s) are transported for medical attention, the contractor shall notify the city's transportation planner immediately. The contractor should have an accident investigation protocol in place.

Furthermore, the contractor will supply the city with copies of all accident and incident reports and photos from law enforcement within twenty-four (24) hours of the occurrence.

Incidents

The contractor is responsible for responding to passenger incidents. All incidents must be logged and reported to the city no later than close of the same business day.

Dispatcher/Customer Service Representative Responsibilities

The contractor shall provide sufficient personnel during non-peak and peak hours of operation. Personnel shall be trained in customer service techniques and to be sensitive to the special needs of the elderly and individuals with disabilities.

Telephone Service

The contractor shall provide trained personnel to answer telephone requests for service for the DAR service. Contractor shall provide a phone system that includes multiple lines sufficient to handle the expected call volume, recording capability, and timing capability. Hold times may not exceed sixty (60) seconds for any call. Personnel will be responsible for the following inquiries:

- Schedule information
- Questions concerning delays
- Lost items
- General complaints

Fueling:

The contractor is responsible for all fuel expenses.

Safety and Emergency Procedures:

The contractor shall assume full responsibility for ensuring that the safety of passengers, operations personnel, and all vehicles and equipment are maintained at the highest possible level throughout the term of the agreement. The contractor shall comply with all the applicable CHP and OSHA requirements, including pull notices. Contractor shall furnish the city with copies of annual CHP vehicle/equipment inspections and CHP safety compliance reports within five (5) working days of the inspection.

The contractor shall develop, implement and maintain, in full compliance with any applicable local, state, or federal regulations or requirements, a formal safety and accident prevention program including monthly safety meetings, participation in safety organizations, safety incentives offered by contractor to operators and other employees, and participation in risk management activities under the auspices of the contractor's insurance carrier or other organization.

The contractor shall participate in the State of California Department of Motor Vehicles “Employer Pull Notice Program” for appropriate monitoring of employee driver license activity.

Hazardous Conditions

Vehicle operators shall report all hazardous road conditions or observed issues with furniture in bus zones (e.g., downed trees, missing or downed bus signs, graffiti on bus benches, malfunctioning signals, broken curbs at bus stops, etc.) in the city to the contractor’s supervisor. The contractor in turn shall immediately notify the city of such conditions and shall take necessary precautions to safeguard passengers and personnel.

In-Service Vehicle Failures

The contractor shall require the vehicle operators to report any in service vehicle failure to the contractor’s supervisor. The supervisor will attempt to ascertain the problem, use good judgment, and instruct the vehicle operator to take appropriate corrective action. If necessary, the supervisor will immediately send a spare vehicle to the location and the operator and passenger will change vehicles and continue in service. The contractor, if necessary, shall send a mechanic to the location in order to take corrective measures and/or supervise the towing of the vehicle.

Wheelchair Lift/Ramp Failure

The contractor shall be responsible for the proper operation and maintenance of all wheelchair lifts or ramps. Operators are required to report all in-service lift or ramp failures to the contractor’s supervisor. If the lift or ramp fails while attempting to board a wheelchair passenger, the supervisor shall promptly arrange for alternate transportation for the passenger in the wheelchair inconvenienced by the equipment failure. If the lift or ramp fails while attempting discharge of a wheelchair passenger, the operator shall manually operate the equipment and notify the supervisor. The supervisor shall arrange a vehicle change as quickly as reasonably possible following any lift or ramp failure.

Passenger Disturbance

The contractor shall instruct vehicle operators to report nonpayment of fares; graffiti or other vandalism on the vehicles; pushing, shoving and other disturbing or dangerous conduct; and other serious passenger disturbances to the vehicle operators supervisor. Good judgment should be used to handle any passenger disturbance.

Medical Assistance to Passenger:

The contractor’s employees shall use good judgment in responding to passenger accidents, injuries, and illness occurring on the vehicles. In the vent of a passenger requiring medical assistance, the vehicle operator shall immediately advise the contractor’s supervisor of the

situation and location of the vehicle and the supervisor shall notify the appropriate fire department, or paramedics for assistance.

Accidents

The contractor is required to have an accident and emergency notification program that keeps the city notified of accidents or emergencies and the progress of claims to assure city that claims are promptly and fairly handled. The contractor shall require all vehicle operators to report any accident or incident involving the vehicle to the contractor's supervisor. The supervisor shall use good judgment in handling the situation, and shall immediately notify Police or Fire Department if necessary. The contractor will complete an accident report approved by the city with a copy sent to the city no later than the start of the next service day. All accidents shall be submitted to the DMV as required. The contractor must assume all liability for accidents and workers' compensation claims, etc.

Emergency/Natural Disaster

In the event of an emergency or natural disaster, the contractor shall make available, to the maximum extent possible, transportation and communications services and facilities to assist the city in ameliorating such incidents. To the extent the city requires the contractor to provide such emergency services and facilities, contractor shall be relieved of the obligation to fulfill the duties and responsibilities to operate services herein above contained. Furthermore, the contractor shall be entitled to be paid reasonable compensation for providing such emergency services and facilities, provided however, that amount of such compensation and time of the its payment shall be mutually agreed upon by the contractor and the city following the conclusion of the emergency or disaster, or at such other times as they mutually agree.

Customer Service

The contractor will receive customer correspondence via E-Mail from the city as they are received. The contractor shall make at least three documented attempts to contact each customer filing in order to discuss and resolve the complaint. The contractor shall provide the city with the resolution via the agreed upon communications protocol no later than five days from receipt of the information.

The contractor shall report to the city all customer correspondence or complaints received directly to or at their offices. The contractor shall inform the city within one working day of the communication and shall follow the procedures noted above for resolution of any complaints.

Lost & Found

The contractor is responsible for storing lost and found items in a secured location for 30 days. In

addition, the contractor will keep a log that has information about who found the item, where it was found, and the date and time it was found. After 30 days, the contractor must donate any unclaimed items to a local charity and report this information to the city.

Performance Standards & Liquidated Damages

The contractor will strive at all times to provide service in a manner which will ensure responsive service to transit customers, while at the same time maximizing service reliability and safety. In order to identify key areas of concern to the city, various performance standards are described below for which liquidated damages (referred as damages) may be assessed when service falls below the standards. The city may elect to change, modify or add performance measures during the term of the contract to ensure a high level of customer service.

Dial-A-Ride (DAR) Minimum Performance Standards

| | |
|---|---|
| <p>Passenger Pick-Up Window:</p> <p>Passenger pick-up will take place within the designated 20 minute window, based on the scheduled appointment time (20 minute window is defined as 5 minutes before the appointment time to 15 minutes after the appointment time).</p> | <p>90% of trips completed within the 20 minute window</p> |
| <p>Ride Time:</p> <p>The time period allowed between passenger pick-up and drop-off.</p> | <p>No more than 40 minutes</p> |
| <p>Service Time:</p> <p>The time period that includes the 20-minute wait period and the 40-minute ride time.</p> | <p>No more than 60 minutes.</p> |
| <p>Productivity:</p> <p>The number of passengers carried per revenue service hour.</p> | <p>3.5 passengers per revenue hour</p> |
| <p>No-Shows:</p> | <p>10% of trips scheduled</p> |
| <p>Late Trips:</p> <p>The number of trips where the vehicle arrives beyond the 20-minute window.</p> | <p>No more than 10% of trips scheduled.</p> |

| | |
|---|---|
| <p>Missed Trips:</p> <p>Any trip where the driver arrives for the pick-up more than 30 minutes outside of the pick-up window</p> | <p>No more than three trips in a month.</p> |
| <p>Phone call hold time:</p> | <p>60 seconds maximum</p> |

Liquidated Damages

Any breach of this agreement by the contractor could result in substantial damages and injury to the public and city in amounts, which are difficult to ascertain with specificity at this time. Therefore, certain dollar amounts are established here for the identified standards. Damages may be waived if due to a manufacturer defect existing in a vehicle or series of vehicles.

The damages described below may be instituted by the city no sooner than two months after the initiation of the services, with the exception of the Service Failure Penalty described below.

The city may elect to not assess a penalty at any occurrence; however, this does not prohibit the city from assessing a penalty in the future for a similar occurrence. In addition, the damages detailed in this section shall not relieve the contractor of its obligations to satisfy each and every requirement under the terms of the agreement. The invalidity or unenforceability of any particular assessment established in this section shall not affect the validity or enforceability of other assessments established in this agreement.

The city’s transit manager and contractor’s general manager will meet per mutually agreed upon schedule to review potential deficiencies. At the close of each of these meetings, a determination will be made as to what, if any, liquidated damages will be assessed. The transit manager’s decision with regard to the assessment of payment reductions is final and may not be appealed. After damages are assessed, the rate of consideration shall revert to the rates specified in the compensation section of the agreement until the next assessment is made.

This program does not lessen the city’s right to declare a material breach of contract for non-compliance reasons, nor does it constitute a waiver of any other remedies provided by law. This program is in addition to, and not in lieu of, all other city remedies for failure to perform the agreement.

| | Item | Amount |
|---|--|---|
| A | Failure or neglect to resolve complaints within two weeks | \$100 per incident per service recipient. |
| B | Failure to repair damage to customer property caused by contractor or its personnel. | \$500 per incident, per location. |
| C | Failure to have a vehicle operator properly licensed. | \$1,000 per incident per day. |
| D | Failure to maintain or timely submit to city all documents and reports required under the provision of this agreement. | \$250 per incident per day. |
| E | Failure to display contractors name, as operators, and customer service phone number on transit vehicles. | \$500 per incident per day. |
| F | Failure to comply with the hours of operation as required by this agreement. | \$1,000 per incident per day |

Prevailing Wages

The city has determined that the proposed program is subject to the provision of Labor Code 1720 thereby requiring the contractor to pay the prevailing wage rates for all work performed under the contract. Accordingly, the proposed project is subject to compliance monitoring and enforcement by the California Department of Industrial Relations.

SERVICE PLAN:

Dial-A-Ride (DAR)

The contractor will service the Dial-A-Ride exactly as specified by the city and in strict accordance with the operating schedules and routes set forth in the RFP.

It is our goal to provide the City of Calabasas with:

- Safe, Dependable, Courteous, and Timely Service
- Attractive and Well Maintained Vehicles
- Professional, Courteous and Knowledgeable Drivers

- Excellent Customer Support and Response by our Phone Operators
- Prompt and Open Communication with the City of Calabasas Staff

Dial-A-Ride Trip Reservation

IGS will make dispatchers available via telephone for reservations and information from 8 a.m. to 6:30 p.m. weekdays, 9 a.m. to 5 p.m. on Saturdays, and 10 a.m. to 4 p.m. on Sundays. There will be a voicemail available in case reservations are made during off hours. The calls are answered in a courteous and polite manner in the order received.

Once the customer decides to make a reservation, and the trip can be scheduled, his or her credentials are verified with the database of registered Dial-A-Ride users supplied by the City of Calabasas. A new trip will be registered in the database if the customer can be verified successfully. A pickup time and location will be noted and the dispatcher will confirm if any special assistant will be needed.

In the event the trip cannot be scheduled due to scheduling conflicts the dispatcher will suggest rescheduling within a couple hours of the original request. If the dispatcher and the customer cannot come up with an alternative reservation the request will be noted as unsuccessful.

IGS. will maintain a user log in order to track each resident's roundtrips per week. Trip cancellations and changes are booked by the dispatcher and routed to the operator. In "No Show" instances the driver will attempt to call the customer and allows the customer to show up within 10 minutes of the scheduled pick up time.

IGS will ensure that there is always a minimum of two reserve drivers, who can immediately replace a sick or absent driver. IGS expects absolutely no delays in route times if its scheduled driver(s) is unavailable for any reason.

IGS will assure that the second vehicle is used for medical appointments only.

Technology Enhancements:

IGS. will install a Fleetmatic (www.fleetmatics.com) car tracking system in all Dial-A-Ride vehicles. Pertinent information including but not limited to location, start time, stop time, idle time, speed of vehicle and daily reports can be viewed in real time by us and the City of Calabasas staff through a web based application on the internet. This addition will enhance on-time performance, safety, accountability and fuel efficiency.

IGS. will maintain the Dial-A-Ride in a clean and neat condition including daily cleaning and monthly detailing. The DAR vehicles will be maintained according manufacturers check-up schedule and all maintenance records will be available for the city to review.

Communications

(i) Radio – Vehicle operators are required to make sure the radio is working properly before taking the vehicle into revenue mode. The radio shall only be used in safe situations while driving in a congested or demanding situation the operator must avoid using the radio. The drivers will be disciplined if they use abusive or unprofessional language on the radio.

(ii) Telephone- All drivers will be equipped with cell phones to stay in open contact with dispatch.

(iii) Internet and Intranet – The company's website (www.idealgeneral.com) will be the main Internet domain for IGS. The website will supply general information about the firm.

(iv) Print Communications – Notes and memos will be posted in the employee check in area and in the company's lobby.

Customer Information

(i) General Information - The company website, contact, and emergency information will be printed and available to all passengers in each vehicle. The website will include general information for the public along with any emergency notices. All drivers will go through an extensive training program on how to proactively engage customers in communicating about any changes or interruptions in service. IGS strives to make the rides as customer friendly as possible and will proactively seek feedback on how to improve the customer satisfaction.

(iii) Emergency Information: In the event of an emergency, all parties involved will be notified in order to resolve the situation in a safe and swift manner. IGS has emergency procedures in place, which are available upon request.

Contractor and Staff Training

IGS. is capable of hiring all required drivers, conducting employee screening, and training within two weeks of being awarded the contract. The training includes but not limited to the following: comprehensive knowledge of the city's Dial-A-Ride program, passenger relations and assistance techniques, and vehicle operating techniques. IGS. will implement random driver screening and weekly team meetings to address any issues.

IGS will perform random alcohol and drug tests to ensure the operators are within compliance.

Customer Service and Complaints

IGS. will approach this project the same it has with it is prior and current projects: Customer

orientated with a high emphasis for safety and efficiency. IGS. employees will go through an extensive in house program that has been developed in the last seventeen years of service. IGS will follow the four-step procedure to resolve any complaints:

- If the complaint occurs while operating the shuttle the driver will document the complaint and report it to the supervisor. (If the complaint is online then supervisor will see the complaint directly}
- The supervisor will investigate the complaint, which includes questioning the driver, following up with the customer to understand the nature of the complaint, and watch the Dash Cam footage for any evidence.
- If the complaint is confirmed, the file of the involved employee will be documented and necessary disciplinary steps will be taken.
- IGS will be filing a report with the City of Calabasas documenting the complaint. If the complaint is serious matter the City will be notified immediately

IGS is training its employees to fully make each trip for passengers a friendly, polite, clean and timely experience. IGS will allow customers to leave feedback about the service on the company website and in a notebook form in every vehicle. Any complaints reported to IGS will be reported to the city immediately and will be resolved in a polite manner.

IGS will be available to the City of Calabasas 24/7 in order to discuss any changes to the DAR program or consult about any other issues. The phone system and E-Mail will be utilized to provide customer service and open communication with the City of Calabasas staff. Furthermore, there will be a pre-recorded message during off hours to inform the public and will permit customers to leave messages, which will be responded to during business hours.

Safety

IGS. will develop and maintain a safety and accident prevention program including monthly safety meetings. Furthermore, IGS will incentivize and reward operators for a safe and complaint free record. IGS. takes maintenance and safety of all vehicles very seriously. IGS. will obtain the manufactures maintenance recommendations for each vehicle in operation in the DAR program and will ensure mechanics perform full maintenance and safety inspections on the vehicles on a regular basis. IGS. has had its fleet serviced with Calabasas Auto Car Care (4929 Las Virgenes, RD #A, Calabasas) for the last 10 years. The mechanics have extensive experience in servicing shuttles, van, and trolleys. All maintenance will be according to manufacturer recommendations and schedules. In addition, advanced technology will be utilized to track all the vehicles for fuel efficiency purposes.

IGS will participate in the State of California Department of Motor Vehicles “Employer Pull Notice Program” for appropriate monitoring of employee driver license activity

IGS. currently has all necessary permits to operate its limousine and airport shuttle services. Furthermore, IGS. maintains its vehicles in strict conformity with maintenance and safety inspection requirements. IGS. will fully ensure that it is in full compliance with all government regulations if it is awarded this contract. Additionally, if necessary, IGS. will seek legal counsel to advice regarding complying with government regulations.

IGS. will follow the California Highway Patrol recommendations pursuant to TITLE 13 of the California Code of Regulations Division 2, Chapter 6.5 §1232. Vehicle Inspection and Maintenance.

Hiring Plan:

IGS. has been in the transportation business for seventeen years and fully realizes the fact that the employees are the faces of a service-oriented business. In this case the employees that IGS hires represent the City of Calabasas hence IGS will go through an extensive hiring plan to hire the most professional, courteous, and qualified employees.

After reviewing an applicant’s resume, three members of management will interview the applicant. Management will determine if the applicant’s previous experience in the industry combined with the customer service ability is a fit for IGS and the City of Calabasas. Once the applicant is determined to be the right fit IGS will run a background check. Below is the list of the background checks completed:

- DMV Record Review
- Drug and Alcohol Testing
- Pre-Employment Physical Examination
- Contacting Prior Employment References
- Police Criminal Background Check

Once drivers are selected, they will attend our special training program focused on professionalism, appearance and customer service. IGS will make reasonable efforts to remove any employee who is convicted of a felony or of a crime involving moral turpitude during his/her employment.

All drivers will be Class B passenger certified driver and will be able to operate the wheelchair

lift in all vehicles. IGS has veteran experienced drivers that have been with the firm for over 10 years. The personnel are highly motivated and experienced in the transportation business. IGS will select the best-qualified drivers to handle the delicate DAR program. IGS is aware that the DAR program may involve senior citizens and disabled riders. Hence, the most experienced drivers from the database will be selected. The employees will be subject to further DMV record reviews on a regular basis. IGS. understands the Calabasas community and the high quality of services its residence demand and deserve.

Coordination with City Staff

The City and Contractor shall develop agreed upon communication protocol. The two-way communication channel shall include fax, e-mail, and telephone. IGS will make a member of management available 24/7 to the City staff through a dedicated cell phone line provided to the city upon winning the contract.

IGS is currently engaged in a timely and candid communication with the City of Calabasas while providing the Dial-A-Ride service.

Critical Timeline

IGS. does not expect any issues while preparing for the service startup date. IGS has been running the DAR program for the last 9 months without any complaints or interruptions. IGS has implemented all the required tasks stated in the RFP and is ready to continue servicing the city of Calabasas. IGS. is completely operational and ready to continue the Dial-A-Ride program upon being awarded of the contract by the City of Calabasas.

Labor Hours

The management team will be dedicating their entire time and attention to fulfilling the scope of services requested by the City of Calabasas. Management will be in the dedicated office Monday through Thursday starting at 8 a.m. until 6:30 p.m., Fridays starting at 8 a.m. until 5 p.m., Saturdays 9 a.m. until 5 p.m., and Sundays at 10 a.m. until 4 p.m. At least one person from management will be available on cell phone past operating office hours.

| | |
|-----------|----------------------|
| Monday | 10.5 hours + 8 hours |
| Tuesday | 10.5 hours + 8 hours |
| Wednesday | 10.5 hours + 8 hours |
| Thursday | 10.5 hours + 8 hours |
| Friday | 9 hours + 7 hours |

| | |
|----------------------------|---------|
| Saturday | 8 hours |
| Sunday | 6 hours |
| Approximate hours per week | 104 |

Management will dedicate 60-65 hours a week to manage operators, coordinate with the city staff, resolve any issues with the vehicles, and maintain reporting requirements.

By utilizing its current fleet and personnel IGS is able to have a full backup system for the Dial-A-Ride program at no cost to the City of Calabasas. In the event that the initial system is non-operational or overloaded, IGS will be able to provide immediate relief with a backup shuttle and driver within minutes.

IGS has dedicated two vehicles to this contract; a 6 seat 2016 Chrysler van and a 2019 Dodge Grand Caravan equipped with wheelchair. IGS has reserved a driver (available within 10 minutes) to the Dial-A-Ride program. The maximum response time in the event of an incident will be 30 minutes.

There will be no interruptions in the scheduled trips since the relief system is available during service hours. While currently running the Dial-A-ride program IGS has experienced overload due to high demand. The backup car and driver were utilized and IGS was able to continue operation without an interruptions.

Statement of Economic Interest

IGS is currently the provider of the Dial-A-Ride service for the City of Calabasas.

**EXHIBIT B
APPROVED FEE SCHEDULE**

EXHIBIT B
APPROVED FEE SCHEDULE

FEE SCHEDULE:

Dial-A-Ride: \$37 + \$10 = \$47 per service hour

Each year we add \$1 per service hour.

Demand response, paratransit service within the City of Calabasas city limits and select predetermined locations outside of the City boundary.

- IGS. will provide and maintain one wheelchair accessible vehicle (mini-van).
- IGS. will provide and maintain one regular minivan.
- IGS. will provide customer service and reservation telephone line for passengers.
- Regular program hours are as following:
 - First car:
 - begin at 8:00 a.m. and conclude at 6:30 p.m. Monday to Thursday,
 - begin at 8:00 a.m. and conclude at 5:00 p.m. on Friday,
 - begin at 9:00 a.m. and conclude at 5:00 p.m. on Saturday.
 - begin at 10:00 a.m. and conclude at 4:00 p.m. on Sundays.
 - Second car for medical appointments only:
 - begin at 9:00 a.m. and conclude at 5:00 p.m Monday through Thursday.
 - begin at 9:00 a.m. and conclude at 4:00 p.m. on Friday.

The rates shown above reflect the services proposed in the proposal and are good for the contract term expiring on June 30, 2024. All additional hours of service will be charged accordingly.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/22/2021

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

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

| | | | |
|---|---|------------------------------------|------------------------|
| PRODUCER TIB Transportation Ins Brokers 425 W. Broadway Suite 300 Glendale CA 91204-1269 | CONTACT NAME: Amy Kwan PHONE (A/C, No, Ext): 818-246-2800 E-MAIL ADDRESS: akwan@tibinsurance.com | FAX (A/C, No): 818-246-4690 | |
| | INSURER(S) AFFORDING COVERAGE | | |
| INSURED IDEAGEN-02 Ideal General Services, Inc. PO Box 9021 Calabasas CA 91372 | INSURER A: Scottsdale Insurance Company | | NAIC # 41297 |
| | INSURER B: | | |
| | INSURER C: | | |
| | INSURER D: | | |
| | INSURER E: | | |

COVERAGES

CERTIFICATE NUMBER: 797274963

REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|-----------|----------|---------------|-------------------------|-------------------------|---|
| 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 checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | Y | | CPS7329169 | 3/23/2021 | 3/23/2022 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$ |
| A | <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | Y | | QPS0003212 | 3/23/2021 | 3/23/2022 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ UM/UIM \$ 100,000 |
| | <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ | | | | | | EACH OCCURRENCE \$ AGGREGATE \$ \$ |
| | 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 | | | PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Certificate Holder is included as Additional Insured with respects to their interest in the operations of the named insured.

CERTIFICATE HOLDER**CANCELLATION**

City of Calabasas
 100 Civic Center Way
 Calabasas CA 91302

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/24/2021

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

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

| | | | |
|---|--|------------------------------------|---------------|
| PRODUCER TIB Transportation Ins Brokers 425 W. Broadway Suite 300 Glendale CA 91204-1269 | CONTACT NAME: Amy Kwan | | |
| | PHONE (A/C, No, Ext): 818-246-2800 | FAX (A/C, No): 818-246-4690 | |
| E-MAIL ADDRESS: akwan@tibinsurance.com | | | |
| INSURED Ideal General Services, Inc. PO Box 9021 Calabasas CA 91372 | INSURER(S) AFFORDING COVERAGE | | NAIC # |
| | INSURER A: Scottsdale Insurance Company | | 41297 |
| | INSURER B: CA State Compensation Ins Fund | | 35076 |
| | INSURER C: | | |
| | INSURER D: | | |
| INSURER E: | | | |
| INSURER F: | | | |

COVERAGES

CERTIFICATE NUMBER: 103780313

REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|----------|--|-----------|----------|---------------|-------------------------|-------------------------|---|--------------|
| 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 checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | | | CPS7329169 | 3/23/2021 | 3/23/2022 | EACH OCCURRENCE | \$ 1,000,000 |
| | | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$ 50,000 |
| | | | | | | | MED EXP (Any one person) | \$ 5,000 |
| | | | | | | | PERSONAL & ADV INJURY | \$ 1,000,000 |
| | | | | | | | GENERAL AGGREGATE | \$ 2,000,000 |
| | | | | | | | PRODUCTS - COMP/OP AGG | \$ 2,000,000 |
| | | | | | | | | \$ |
| A | <input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | | | QPS0003212 | 3/23/2021 | 3/23/2022 | COMBINED SINGLE LIMIT (Ea accident) | \$ 1,000,000 |
| | | | | | | | BODILY INJURY (Per person) | \$ |
| | | | | | | | BODILY INJURY (Per accident) | \$ |
| | | | | | | | PROPERTY DAMAGE (Per accident) | \$ |
| | | | | | | | UM/UIM | \$ 100,000 |
| | <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED: RETENTION \$ | | | | | | EACH OCCURRENCE | \$ |
| | | | | | | | AGGREGATE | \$ |
| | | | | | | | | \$ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below. | | | 926108520 | 10/1/2020 | 10/1/2021 | PER STATUTE | |
| | | | | | | | 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)

CERTIFICATE HOLDER**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.

Proof Of Insurance Only

AUTHORIZED REPRESENTATIVE

© 1988-2014 ACORD CORPORATION. All rights reserved.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – STATE OR GOVERNMENTAL
AGENCY OR SUBDIVISION OR POLITICAL
SUBDIVISION – PERMITS OR AUTHORIZATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

State Or Governmental Agency Or Subdivision Or Political Subdivision:
CITY OF CALABASAS 100 CIVIC CENTER WAY CALABASAS CA 91302

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following provisions:

- 1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

However:

- a. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- b. 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.

2. This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
- b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

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

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

- 1. Required by the contract or agreement; or
 - 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**DESIGNATED INSURED FOR
COVERED AUTOS LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

- AUTO DEALERS COVERAGE FORM
- BUSINESS AUTO COVERAGE FORM
- MOTOR CARRIER 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 person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

| | |
|------------------------------------|------------------------------|
| Named Insured: | IDEAL GENERAL SERVICES, INC. |
| Endorsement Effective Date: | 03-23-21 |

SCHEDULE

| |
|--|
| Name Of Person(s) Or Organization(s): CITY OF CALABASAS 100 CIVIC CENTER DR. CALABASAS, CA USA 91302 |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. |

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph A.1. of Section II – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph D.2. of Section I – Covered Autos Coverages of the Auto Dealers Coverage Form.



| ATTACHED TO AND FORMING A PART OF POLICY NUMBER | ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME) | NAMED INSURED | AGENT NO. |
|---|---|----------------------------|-----------|
| CPS7329169 | 03/23/2021 | Ideal General Services Inc | 04040 |

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

With respect to this endorsement, **SECTION II—WHO IS AN INSURED** is amended to include as an additional insured any person or organization whom you are required to add as an additional insured on this policy under a written contract, written agreement or written permit which must be:

- a. Currently in effect or becoming effective during the term of the policy; and
- b. Executed prior to the "bodily injury," "property damage," or "personal and advertising injury."

The insurance provided to these additional insureds is limited as follows:

- 1. That person or organization is an additional insured only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by:
 - a. Your acts or omissions; or
 - b. The acts or omissions of those acting on your behalf.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

- 2. With respect to the insurance afforded to these additional insureds, the following exclusions are added to item 2. **Exclusions of SECTION I—COVERAGES:**

This insurance does not apply to "bodily injury," "property damage" or "personal and advertising injury" occurring after:

- a. 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
 - b. 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.
- 3. The limits of insurance applicable to the additional insured are those specified in the written contract, written agreement or written permit or in the Declarations for this policy, whichever is less. These limits of insurance are inclusive of, and not in addition to, the Limits of Insurance shown in the Declarations for this policy.
 - 4. Coverage is not provided for "bodily injury," "property damage," or "personal and advertising injury" arising out of the sole negligence of the additional insured.
 - 5. The insurance provided to the additional insured does not apply to "bodily injury," "property damage," or "personal and advertising injury" arising out of an architect's, engineer's or surveyor's rendering of or failure to render any professional services including:

- a. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 - b. Supervisory, inspection, architectural or engineering activities.
6. Any coverage provided hereunder will be excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent or on any other basis unless a

written contract specifically requires that this insurance be primary.

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

AUTHORIZED REPRESENTATIVE

DATE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**DESIGNATED INSURED FOR
COVERED AUTOS LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER 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 person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: Ideal General Services, Inc

Endorsement Effective Date: 03/23/2021

SCHEDULE

Name Of Person(s) Or Organization(s):

CITY OF CALABASAS
100 CIVIC CENTER WAY
CALABASAS CA 91302

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph A.1. of Section II – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph D.2. of Section I – Covered Autos Coverages of the Auto Dealers Coverage Form.

Cedric Henry

From: Robert Yalda
Sent: Tuesday, July 27, 2021 1:13 PM
To: Scott Howard
Cc: Hali Aziz-Goktapeh
Subject: Re: Contract-Ideal

10-4
Hali pleas follow up
Thanks

Sent from my iPhone

On Jul 27, 2021, at 11:56 AM, Scott Howard <showard@chwlaw.us> wrote:

Business, not legal decision to require pollution coverage. To comply with the contract, Ideal's carrier needs to provide a written additional insured endorsement naming the city etc as additional insureds.
Thank you

Scott H Howard
Of Counsel-Colantuono, Highsmith & Whatley PC
Sent from my iPhone

On Jul 27, 2021, at 11:30 AM, Robert Yalda <ryalda@cityofcalabasas.com> wrote:

Dial a Ride operates mini Van and not shuttles or buses also they own their vehicles.
Thanks

From: Scott Howard <showard@chwlaw.us>
Sent: Tuesday, July 27, 2021 11:28 AM
To: Hali Aziz-Goktapeh <hazizgoktapeh@cityofcalabasas.com>
Cc: Robert Yalda <ryalda@cityofcalabasas.com>
Subject: Re: Contract-Ideal

Hali: the insurance certificate matches the coverage amounts required by the contract (although I always recommend pollution coverage for bus transit operators-not required under this contract). The only thing missing is an additional insured endorsement naming the city and officers and employees as additional insureds.

Scott H Howard
Of Counsel-Colantuono, Highsmith & Whatley PC
Sent from my iPhone

On Jul 27, 2021, at 10:12 AM, Hali Aziz-Goktapeh
<hazizgoktapeh@cityofcalabasas.com> wrote:

Hi Scott,

Hope all is well!

I was wondering if you could help with Ideal's contract. Their contract is not getting signed because of their insurance requirement. I have attached the contract that council approved on June 23 and the insurance certificate that Ideal provided. Would you please take a look and see if you see any issues?

Thank you,
Hali

<Updated 06.24.2021 PSA-Ideal General Services-IP
5.26.2021.pdf>
<Scope and Fee 2021-2024.pdf>
<2021 Certificate of Insurance.pdf>

Cedric Henry

From: Robert Yalda
Sent: Thursday, July 15, 2021 2:51 PM
To: Hali Aziz-Goktapeh
Cc: Cedric Henry
Subject: RE: Ideal Contract

Please send Cedric the original Bid process.

From: Hali Aziz-Goktapeh <hazizgoktapeh@cityofcalabasas.com>
Sent: Thursday, July 15, 2021 2:47 PM
To: Cedric Henry <chenry@cityofcalabasas.com>
Cc: Anna Ford <aford@cityofcalabasas.com>; Robert Yalda <ryalda@cityofcalabasas.com>
Subject: RE: Ideal Contract

I've mentioned we did not go out to bid for Dial A Ride and we are not sole sourcing it. We went out to bid in 2016. We received 4 proposals. Ideal was one of the 4. Their proposals was selected. Council approved their contract. They have been providing an excellent service with zero complaints. The seniors in Calabasas are beyond happy and comfortable with them. Realizing the value of citizen's satisfaction with this service, Ideal agreed to continue operating the same level of service sticking to the same fee schedule. Scott reviewed staff report and the contract for council's approval. Council approved their contract on June 23, 2021.

The goal is to not interrupt a service that focuses on helping seniors and people with disability in the city. This contract needs to be signed in order for Ideal to get paid and to continue operations. If the contract is not going to be signed, I will have to tell Ideal to stop operations and redirect all the calls to you.

Regards,

Hali Aziz, EIT

Assistant Transportation Planner

Public Works Department

City of Calabasas | 100 Civic Center Way | Calabasas, CA 91302

(818) 224-1673 | cell: (747) 888-7309 | fax: (818) 225-7338 | hazizgoktapeh@cityofcalabasas.com

From: Cedric Henry <chenry@cityofcalabasas.com>
Sent: Thursday, July 15, 2021 1:36 PM
To: Anna Ford <aford@cityofcalabasas.com>
Cc: Hali Aziz-Goktapeh <hazizgoktapeh@cityofcalabasas.com>
Subject: RE: Ideal Contract
Importance: High

Hello Anna,

Just following up. Can't process the contract through without this documentation.



Cedric Henry

From: Cedric Henry
Sent: Wednesday, June 30, 2021 9:41 AM
To: Anna Ford <aford@cityofcalabasas.com>
Subject: Ideal Contract

Anna,

Good morning! Do we have back up documentation for the bids in regards to this contract?

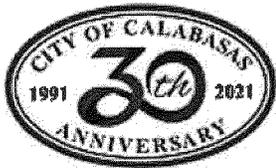
--



CITY of CALABASAS

Cedric Henry | Grant/Contract Administrator
Phone: (818) 224-1613 | Fax: (818) 225-7324
chenry@cityofcalabasas.com
www.cityofcalabasas.com

City of Calabasas | Finance Department
100 Civic Center Way | Calabasas, CA 91302
"A Leader in Transparent Accounting"





CITY of CALABASAS
CITY COUNCIL AGENDA REPORT

DATE: JUNE 13, 2016

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: ROBERT YALDA, P. E., T. E., DIRECTOR OF PUBLIC WORKS/CITY ENGINEER

SUBJECT: RECOMMENDATION TO APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH IDEAL GENERAL SERVICES FOR THE CITY'S DIAL-A-RIDE SERVICES IN AN AMOUNT NOT TO EXCEED \$190,000 TO EXPIRE ON JUNE 30, 2018.

MEETING DATE: JUNE 22, 2016

SUMMARY RECOMMENDATION:

That the City Council approve a Professional Services Agreement with Ideal General Services, Inc. for the City's Dial-A-Ride Services in an amount not to exceed \$190,000 to expire on June 30, 2018.

BACKGROUND:

The City's current Dial-A-Ride services are currently provided by Ideal General Services, Inc. and their contract with the City will expire on June 30, 2016. A Request for Proposals was advertised on April 7, 2016 on the City's website and through communications with interested parties. Staff provided potential service providers 3 weeks to submit proposals by April 28, 2016 at 2:00pm.

DISCUSSION/ANALYSIS:

Staff received four proposals for the Dial-A-Ride Services for the City’s Transit Services. Staff reviewed proposals from:

- MV Transportation, Inc.
- Westcoast Paratransit, Inc.
- Ideal General Services, Inc.
- RoadRunner Transportation

After review of the proposed submittals, staff held interviews with MV Transportation, Inc., Ideal General Services, Inc. and Westcoast Paratransit, Inc. which were selected as the most qualified and competitive providers.

A panel, consisting of the Public Works Director, Traffic and Transportation Commission Chair Peter Valk and the City’s Assistant Transportation Planner, conducted the interviews of the shortlisted candidates. Interviews were held on May 19, 2016. As a result, the panel recommends that Ideal General Services, Inc. continue to provide the services for the City’s Dial-A-Ride program.

Ideal General Services was selected due to their extraordinary familiarity with the City’s needs, the residents who are enrolled in the program, the outstanding quality of service provided to residents to date, and the ability to continue with no interruption of service to our residents.

Included within the Professional Services Agreement’s Scope of Services, are the outlining the legal parameters of the services to be provided by the contractor.

FISCAL IMPACT/SOURCE OF FUNDING:

All of the City's public transportation services are funded through Proposition A funds, Proposition C funds, and transit fares.

REQUESTED ACTION:

That the City Council approve a Professional Services Agreement with Ideal General Services, Inc. for the City’s Dial-A-Ride Services in an amount not to exceed \$190,000 to expire on June 30, 2018.

ATTACHMENTS: Exhibit A: Professional Services Agreement

The Weekly Valley Vantage

22025 Ventura Blvd. #303, Woodland Hills CA 91364
(818) 313-9545 / Fax (818) 302-1417

PROOF OF PUBLICATION (2015.5 C.C.P.)

STATE OF CALIFORNIA,
County of Los Angeles,

I am a citizen of the United States and a resident of the County aforesaid; I am over the age of eighteen years, and not a party of or interested in the above-entitled matter. I am the principal clerk of the printer of the Valley Vantage, a newspaper of general circulation, printed and published weekly in the City of Los Angeles, County of Los Angeles, and which newspaper has been adjudged a newspaper of general circulation by the Superior court of the County of Los Angeles, State of California, under the date of March 25, 1953, Case Number SFC-858; that the notice, of which the annexed is a printed copy (set in type not smaller than nonpareil), has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to wit:

4-7- 2016

I certify (or declare) under penalty of perjury that the foregoing is true and correct. Dated at Woodland Hills CA this 8th day of April 2016



Kathleen Sterling, Publisher

Notice Inviting Bids

NOTICE INVITING BIDS THE OPERATION OF DIAL-A-RIDE SERVICES FOR THE CITY OF CALABASAS

PUBLIC NOTICE IS HEREBY GIVEN that the City of Calabasas as AGENCY, invites bids for the above stated services and will receive such bids in the City Hall, 100 Civic Center Way, Calabasas, CA 91302-3172 up to the hour of 2:00 p.m., on Thursday, APRIL 28, 2016. The Request For Proposal document is posted on the AGENCY website: <http://www.cityofcalabasas.com/public-notices.html#rfp>. For additional information, solicitors may contact Hali Aziz at (818)224-1673, or via email: hazizgoktaseh@cityofcalabasas.com, Calabasas Enterprise 4-7-16

**ACTION AGENDA
WEDNESDAY, JUNE 23, 2021**

OPEN SESSION – 6:07 P.M.

OPEN SESSION – 6:44 P.M.

ROLL CALL – All Present

ADJOURN IN MEMORY

- Harold Arkoff

PRESENTATIONS

- To Albertson's employees for their work at the AHCCC Covid-19 vaccination clinic
- By Commissioner Brian Stecher, Los Angeles County Citizens Redistricting Commission

ANNOUNCEMENTS/INTRODUCTIONS

ORAL COMMUNICATIONS – PUBLIC COMMENT

CONSENT

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

5. Approval of amendment to the Agreement with the Calabasas Chamber of Commerce to provide services and activities to address the negative economic impacts of Covid-19; and direct staff to include \$50,000 in American Rescue Plan Act funds in the FY 2021-22 budget - **APPROVED**
6. Recommendation to approve an amendment for Professional Services Agreement with Top Seed Tennis Academy, Inc., for a month-to-month agreement - **APPROVED**
7. Recommendation to approve an amendment of a Professional Services Agreement with Little Learners, LLC for the operation of after school and seasonal camp programs - **APPROVED**
8. Appointments to the Agoura Hills/Calabasas Community Center Joint Powers Authority Board - **APPROVED**
9. Authorization to approve and add Amendment No. 1, for additional funding in the amount of \$525,250 to the Professional Services Agreement with Venco Western, Inc. for regular monthly landscape maintenance and authorized unexpected emergency work for nine (9) City parks of the City of Calabasas - **APPROVED**
10. Recommendation to authorize two extensions of the existing Solid Waste Collection Franchise Agreement with Waste Management and approve Amendment No. 2 to the Agreement - **APPROVED**
11. Recommendation to award a construction contract for the 2021 Street Resurfacing Project, Specification No. 20-21-02, to Onyx Paving Company, Inc. for the total amount of \$666,000 - **APPROVED**
12. Recommendation to approve a Professional Services Agreement with Siemens Mobility, Inc. for installation of uninterrupted power supply systems for traffic signals within the City of Calabasas (10 locations) in an amount not to exceed \$90,525 - **APPROVED**
13. Recommendation to approve Amended Agreement for Legal Services with Colantuono, Highsmith & Whatley, PC - **APPROVED**
14. Adoption of Resolution No. 2021-1738, levying special taxes within the City of Calabasas Community Facilities District No. 98-1, Special Tax Refunding Bonds, Series 2018; and adoption of Resolution No. 2021-1730, levying special taxes within the City of Calabasas Community Facilities District No. 2001-1, Special Tax Refunding Bonds, Series 2017 - **APPROVED**

BUDGET WORKSHOP

15. Discussion of and direction to staff on the FY 2021-2022 and FY 2022-2023 budget

PUBLIC HEARING

16. Adoption of Resolution No. 2021-1736, approving the operating and capital improvement budgets for July 1, 2021 through June 30, 2023, providing for the appropriations and expenditures for all sums set forth in said budget; adoption of Resolution No. 2021-1737, establishing the appropriations limit for Fiscal Year 2021-2022; and adoption of Resolution No. 2021-1740, approving a salary schedule for permanent employees and rescinding Resolution No. 2020-1689 - **APPROVED WITH MODIFICATIONS**
17. Public Hearing regarding Landscape Lighting Act District Nos. 22, 24, 27 and 32 Levy of Assessments, Adoption of Resolution 2021-1733, approving a Final Engineer's Report in Connection with Landscape Lighting Act District Nos. 22, 24, 27 and 32, and Confirming Diagrams and Assessments for such Districts For Fiscal Year 2021-2022 - **APPROVED**

INFORMATIONAL REPORTS

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

No action taken on this item

TASK FORCE REPORTS

CITY MANAGER'S REPORT

FUTURE AGENDA ITEMS

ADJOURN

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

ITEM 8 ATTACHMENT B
AMENDMENT No. 1 TO PROFESSIONAL SERVICES AGREEMENT
(City of Calabasas and Ideal General Services, Inc.)

This Amendment No. 1 (“Amendment”) to Professional Services Agreement (“Agreement”) is made on this 25th day of January, 2023 at Calabasas, California, by and between the City of Calabasas, a municipal corporation, 100 Civic Center Way, Calabasas, California 91302 (“City”) and Ideal General Services, Inc., P.O. Box 9021, Calabasas, California 91302 (“Contractor”).

This “Amendment” modifies the original Agreement between the “City” and the “Contractor” dated June 23, 2021 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’s May 2021 proposal to City attached hereto as Exhibit A-1 and incorporated herein by this reference.
- B. City and Contractor desire to amend the Agreement by modifying section 3.2 – Approved Fee Schedule as set forth in Contractor’s May 2021 fee schedule to City attached hereto as Exhibit B-1 and incorporated herein by this reference.
- C. City and Contractor desire to amend the Agreement by modifying section 3.4 – Expiration Date of the Agreement to read as follows:

3.4 “Expiration Date”: January 30, 2026.

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 5.1 so that the total compensation and costs payable to Contractor under this Agreement is a not-to-exceed sum of \$1,520,755.
- E. 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 \$1,520,755.
- F. City and Contractor desire to amend the Agreement by modifying Section 18.1 to read:
 - G.”City shall have the right to extend this Agreement three times, each for the duration of one year for an amount not to exceed \$350,000 annually following the expiration of the Agreement on January 11, 2026.”
- H. City and Contractor desire to amend the Agreement by modifying Section 18.4 to read:

Initials: (City) _____ (Contractor) _____

I. “The not to exceed amount shall be based on service levels effective as of January 25th, 2023. Shall the service level vary more than 30%, Consultant shall have the right to terminate this Agreement in accordance with the provisions for termination of this Agreement.”

Initials: (City) _____ (Contractor) _____

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

By: _____
David J. Shapiro, Mayor

Date: _____

By: _____
Kindon Meik, City Manager

Date: _____

By: _____
Robert Yalda, Public Works Director

Date: _____

Attest:

By: _____
Maricela Hernandez, MMC, CPMC
City Clerk

Date: _____

Approved as to form:

By: _____
Matthew T. Summers, City Attorney

Date: _____

“Contractor”
Ideal General Services, Inc.

By: _____
Parvaneh Mostofizadeh, President

Date: _____

By: _____
Mahmoud Baniahmad, Vice President

Date: _____

Exhibit A-1

Scope of Services

The City of Calabasas requires Dial-A-Ride demand response service. The paratransit system consists of the following:

- Dial-A-Ride demand response, paratransit service within the City of Calabasas city limits and select predetermined locations outside of the city boundary.

~ One wheelchair accessible vehicle and one standard vehicle to be provided by the contractor (minivan)

~ Regular program hours schedule pick-ups

o First car:

- begin at 8:00a.m. and conclude at 6:30p.m. Monday to Thursday,
- begin at 8:00a.m. and conclude at 5:00p.m. on Friday,

o Second car for medical appointments only:

- begin at 9:00a.m. and conclude at 5:00p.m Monday through Thursday.
- begin at 9:00 a.m. and conclude at 4:00 p.m. on Friday.

The City of Calabasas requires public demand response service. The demand-response program consists of the following:

- Dial-A-Ride demand response, paratransit service within the City of Calabasas city limits and select predetermined locations outside of the city boundary.

~ One wheelchair accessible vehicle and one standard vehicle to be provided by the contractor (minivan)

o Two cars:

- begin at 9:00a.m. and conclude at 5:00p.m. Saturday and Sunday.

Labor Hours

The management team will be dedicating their entire time and attention to fulfilling the scope of services requested by the City of Calabasas. Management will be in the dedicated office Monday through Thursday starting at 8 a.m. until 6:30 p.m., Fridays starting at 8 a.m. until 5 p.m., Saturdays and Sundays 9 a.m. until 5:30 p.m. At least one person from management will be available on cell phone past operating office hours.

| | |
|-----------|----------------------|
| Monday | 10.5 hours + 8 hours |
| Tuesday | 10.5 hours+ 8 hours |
| Wednesday | 10.5 hours+ 8 hours |
| Thursday | 10.5 hours+ 8 hours |
| Friday | 9 hours+ 7 hours |
| Saturday | 8 hours+ 8 hours |
| Sunday | 8 hours+ 8 hours |

Approximate hours per week 122

Management will dedicate 60-65 hours a week to manage operators, coordinate with the city staff, resolve any issues with the vehicles, and maintain reporting requirements.

Exhibit B-1

Approved Fee Schedule

Dial-A-Ride: $\$37 + \$10 = \$47$ per service hour
Each year we add \$1 per service hour.

Demand response, paratransit service within the City of Calabasas city limits and select predetermined locations outside of the City boundary.

- IGS. will provide and maintain one wheelchair accessible vehicle (mini-van).
- IGS. will provide and maintain one regular minivan.
- IGS. will provide customer service and reservation telephone line for passengers.
- Regular program hours are as following:
 - First car:
 - begin at 8:00 a.m. and conclude at 6:30 p.m. Monday to Thursday,
 - begin at 8:00a.m. and conclude at 5:00p.m. on Friday,
 - Second car for medical appointments only:
 - begin at 9:00a.m. and conclude at 5:00p.m Monday through Thursday.
 - begin at 9:00 a.m. and conclude at 4:00 p.m. on Friday.
 - Both cars:
 - begin at 9:00 a.m. and conclude at 5:00 p.m. Saturday and Sunday

The rates shown above reflect the services proposed in the proposal and are good for the contract term expiring on January 30, 2026. All additional hours of service will be charged accordingly.

Exhibit C-1

Contractor's Services

The City of Calabasas requires Dial-A-Ride demand response service. The paratransit system consists of the following:

- Dial-A-Ride demand response, paratransit service within the City of Calabasas city limits and select predetermined locations outside of the city boundary.

~ One wheelchair accessible vehicle and one standard vehicle to be provided by the contractor (minivan)

~ Regular program hours schedule pick-ups

o First car:

- begin at 8:00a.m. and conclude at 6:30p.m. Monday to Thursday,
- begin at 8:00a.m. and conclude at 5:00p.m. on Friday,

o Second car for medical appointments only:

- begin at 9:00a.m. and conclude at 5:00p.m Monday through Thursday.
- begin at 9:00 a.m. and conclude at 4:00 p.m. on Friday.

The City of Calabasas requires public demand response service. The demand-response program consists of the following:

- Dial-A-Ride demand response, paratransit service within the City of Calabasas city limits and select predetermined locations outside of the city boundary.

~ One wheelchair accessible vehicle and one standard vehicle to be provided by the contractor (minivan)

o Two cars:

- begin at 9:00a.m. and conclude at 5:00p.m. Saturday and Sunday.

Labor Hours

The management team will be dedicating their entire time and attention to fulfilling the scope of services requested by the City of Calabasas. Management will be in the dedicated office Monday through Thursday starting at 8 a.m. until 6:30 p.m., Fridays starting at 8 a.m. until 5 p.m., Saturdays and Sundays 9 a.m. until 5:30 p.m. At least one person from management will be available on cell phone past operating office hours.

| | |
|-----------|----------------------|
| Monday | 10.5 hours + 8 hours |
| Tuesday | 10.5 hours+ 8 hours |
| Wednesday | 10.5 hours+ 8 hours |
| Thursday | 10.5 hours+ 8 hours |
| Friday | 9 hours+ 7 hours |
| Saturday | 8 hours+ 8 hours |
| Sunday | 8 hours+ 8 hours |

Approximate hours per week 122

Management will dedicate 60-65 hours a week to manage operators, coordinate with the city staff, resolve any issues with the vehicles, and maintain reporting requirements.



CITY of CALABASAS

CITY COUNCIL AGENDA REPORT

DATE: JANUARY 13, 2023

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: KINDON MEIK, CITY MANAGER
 MATT SUMMERS, CITY ATTORNEY
 MICHAEL KLEIN, COMMUNITY DEVELOPMENT DIRECTOR *MAK*

SUBJECT: DISCUSSION OF OPTIONS AVAILABLE TO THE CITY TO AUTHORIZE COMMERCIAL CANNABIS ACTIVITIES AND LAND USES.

MEETING DATE: JANUARY 25, 2023

SUMMARY RECOMMENDATION:

Staff recommends the City Council discuss options available to the City to authorize commercial cannabis activities under the 2015 Medical Cannabis Regulation and Safety Act (MCRSA), the 2016 Adult Use of Marijuana Act (AUMA), and the 2017 Medicinal and Adult-Use Cannabis Regulation and Safety ACT (MAUCRSA) and provide direction to staff as deemed appropriate.

BACKGROUND:

This report analyzes the City of Calabasas’ current land use regulations and options in light of the Medical Cannabis Regulation and Safety Act (“MCRSA”), adopted by the California Legislature and signed by Governor Brown in November 2015; and Proposition 64, which is known as the “Control, Regulate and Tax Adult Use of Marijuana Act” (“AUMA”) and was approved by voters on November 8, 2016. Implementing Prop. 64, in 2017 the Legislature adopted the Medicinal and Adult-Use Cannabis Regulation and Safety Act (“MAUCRSA”). This legislation repealed much

of the earlier Medical Cannabis Regulation and Safety Act and incorporated certain provisions of it into the Adult Use of Marijuana Act, integrating California's medical and adult-use/recreational cannabis regulatory systems. The law and subsequent Department of Cannabis Control regulations create a unified licensing program for cultivation, manufacturing, distribution, testing labs, retail, and microbusinesses. Under these state laws, a variety of medical and non-medical cannabis businesses may legally operate if authorized by local jurisdictions and subject to local ordinances. In addition, individuals may cultivate cannabis for their own personal medical or recreational uses, provided they comply with local regulations and meet applicable state limits.^a

California State Law

Previously, state law prohibited cannabis activities, and the Compassionate Use Act (CUA) (passed by California voters in 1996) and the Medical Marijuana Program Act (MMPA) (adopted by the State Legislature in 2003) provided limited exceptions from the general state law, where qualified patients and their primary caregivers could engage in specified cannabis activities for medical use only. The 2015 MCRSA supplements the CUA and MMPA by providing a regulatory framework for the cultivation, possession, manufacture, processing, storing, laboratory testing, labeling, transporting, distribution, or sale of medical cannabis or a medical cannabis product. Under MCRSA as later modified by 2017's MAUCRSA, all medical cannabis businesses, or commercial cannabis activities, must have a state license and a local permit, license, or other authorization in order to operate lawfully within California. The state of California Bureau of Medical Cannabis Regulation (now renamed the Department of Cannabis Control) began issuing licenses to medical cannabis businesses in January 2018 under MAUCRSA.

On November 8, 2016, California voters approved Proposition 64 (AUMA), which now allows individuals to possess, use, and cultivate recreational cannabis in certain amounts. In addition, an individual may cultivate up to six marijuana plants at his or her private residence provided that no more than six plants are being cultivated on the property at one time. AUMA also established a regulatory system for commercial businesses that is very similar to the medical cannabis regulatory system under MCRSA and MAUCRSA. Under AUMA, recreational cannabis cultivators, manufacturers, distributors, retailers, and testing laboratories may operate lawfully, if they obtain a state license and comply with local ordinances. The State began issuing licenses for commercial cannabis activities under the AUMA starting January 2018.

^a State law, as implemented by Calabasas Municipal Code section 17.12.125, allows indoor cultivation of up to six cannabis plants per residence for personal use only by a person over twenty-one (21) years of age, conducted in accord with applicable state and local requirements and inside a primary dwelling unit or inside a legally established accessory structure.

Cities may still completely prohibit commercial cannabis businesses from operating if they so choose, including prohibiting deliveries of cannabis products within their jurisdiction. If cities choose to allow such businesses, they have the authority to restrict the number that may operate within the city, as well as the location, and impose other reasonable regulations, such as security requirements, signage restrictions, or other operating rules. Furthermore, cities may, with voter approval, establish taxes related to commercial cannabis sales and deliveries.

City of Calabasas Municipal Code

Currently, the Calabasas Municipal Code (CMC) Sections 17.12.125 and 8.13 prohibit any land use, facility or activity that involves cultivation, manufacturing, processing, packaging, warehousing, distributing, transporting, or any other commercial activity or business related to cannabis whether for medical or recreational uses, except for private cultivation for personal use as authorized by State law. As a result, retail dispensaries are not currently allowed in the City; however, the CMC does not prohibit deliveries into the City from nearby licensed retail dispensaries.

On November 3, 2020, the City's voters adopted Ordinance No. 2020-390, adding Chapter 56 to Title 3 of the CMC to establish a general business license tax on cannabis business activities. While the ordinance does not modify the above mentioned regulations prohibiting cannabis business activities in the City, the intent of the ordinance is to ensure a cannabis tax is in place in the event that commercial cannabis activities are permitted in the future. As a result, the City can collect up to 10% of gross revenues from any permitted cannabis business operating in the City. The rate is set by the City Council by resolution, up to the 10% approved by the voters. According to the City's tax consultant, HDL, gross annual sales of cannabis in the City of Calabasas could range between \$10,000,000 to \$20,000,000 depending on the number of retail dispensaries and local competition.

DISCUSSION/ANALYSIS:

Regulatory Options for Consideration

As a first step, the City Council should determine whether it wants to allow cannabis businesses, and if so, how it wants to regulate commercial cannabis businesses. State law includes several provisions that protect local police power authority over medical cannabis establishments, including the authority to prohibit such businesses. Business and Professions Code section 26200, which is part of AUMA, provides that cities may "completely prohibit the establishment or operation of one or more types of businesses licensed under" AUMA. Therefore, cities have a wide range of regulatory options under state law to deal with cannabis land uses.

The City could allow all or some of the cannabis businesses types recognized under state law and regulations -e.g., retail sales, distribution, manufacturing, cultivation, testing, and vertically integrated micro-businesses. If the City Council decides to allow one or more types of cannabis businesses under a regulatory scheme, it should consider the following additional issues/policy questions:

1. **Allow or not Allow Cannabis Businesses.** As stated above, the City currently prohibits all forms of commercial land uses related to cannabis. Therefore, the first question is whether or not the City wants to allow cannabis businesses? Furthermore, does the City want to only allow medical cannabis businesses or both medical and adult use cannabis businesses?
2. **Type of Cannabis Businesses to Allow.** Which types of cannabis businesses does the City want to allow? For example, the California Department of Cannabis Control issues licenses for cultivation, manufacturing, distribution/transport, testing, retail sales, and microbusinesses. The City can choose to authorize one or more of the above mentioned license types.
3. **Number of Allowed Businesses.** How many cannabis businesses does the City want to allow? Under AUMA, the City can choose to limit the total number of allowed businesses within its jurisdiction.
4. **Location and Zoning/Operating Standards.** What type of restrictions should apply to cannabis land uses? Some possible restrictions include: locational restrictions, which designate certain zoning districts or subsets via a cannabis overlay zone as permissible locations; separation requirements to avoid clustering of cannabis land uses; and security and operating requirements, which can be extensive and include the use of licensed security guards, designated hours of operation, prohibition against on-site consumption, installation of adequate odor control devices and ventilation systems, and limitations on access to minors. Note that state law provides for a minimum 600' buffer from any school, day care center, or youth center that is in existence at the time the license is issued. The City can increase the buffer distance and expand the entities subject to the buffer, including requiring a minimum distance from parks or residentially zoned properties.
5. **Types of Permits.** What type of permit or permits will be required? Some cities have imposed conditional use permit requirements for cannabis land uses, while others have required annual renewable regulatory permits. Similarly, other cities require both a land use permit and an annual renewable regulatory permit. A conditional use permit is a one-time discretionary land use permit that requires a Planning Commission decision at a public hearing. Conditional use permits are entitlements that run with the land, not the operator. A regulatory permit is renewed annually and is not a land use entitlement that "runs with the land." Furthermore, the City Council could designate the approval authority for annual regulatory permits to be staff, the Planning Commission, or the Council. Any decisions made by the Planning Commission

or staff would be subject to appeal to the Planning Commission if made by staff, and in turn to the City Council.

6. **Permit Processing/Procedures.** How will the City process cannabis land use applications? A city could take a number of approaches for processing applications: (1) first come, first served; (2) lottery; and/or (3) scoring system. Under a lottery system, pre-qualified applicants meeting applicable standards are selected through a random lottery to apply for the required cannabis land use permit or regulatory permit. Under a scoring system model, applicants would receive a score based on a review of their applications. Those applicants who receive the highest scores would then be recommended for approval to the decision making authority. If this selection method is used, it is important to ensure that objective scoring criteria be developed and used.
7. **Deliveries.** Under state law, a city retains the police power authority to prohibit cannabis deliveries that begin or end within the city's boundaries. A city, however, cannot prevent a delivery service from using public roads to simply pass through its jurisdiction from a licensed dispensary to a delivery location outside of its boundaries. State regulations, subject to an on-going dispute, also protect medical deliveries into a City, regardless of local rules. Thus, it is recommended that the City Council decide whether it wants to prohibit or allow cannabis deliveries, and whether it wants to impose any regulations on cannabis deliveries. Under state law, cannabis deliveries may only be made by licensed businesses, although enforcement of delivery regulations can be challenging given their nature.

FISCAL IMPACT/SOURCE OF FUNDING:

There is no fiscal impact to the discussion of these issues. However, if the City determines to allow some type of cannabis facilities in the City, a fee schedule should be established for cost recovery of staff time needed to process applications. Revenues from taxing the activities are estimated to generate between \$500,000 - \$750,000 per licensed entity for a retail dispensary.

REQUESTED ACTION:

Staff recommends the City Council discuss options available to the City to authorize commercial cannabis activities under the 2015 Medical Cannabis Regulation and Safety Act (MCRSA), the 2016 Adult Use of Marijuana Act (AUMA), and the 2017 Medicinal and Adult-Use Cannabis Regulation and Safety ACT (MAUCRSA), and provide direction to staff as deemed appropriate.

ATTACHMENTS:

Attachment A: Comparison of neighboring communities
Attachment B: PowerPoint Presentation

Comparison of Cannabis Business Requirements from Surrounding Jurisdictions

| City | Adopted Ordinance? | Business License Req? | Max. # of Retail Establishments | Fees | Annual Renewal Required? | Special Location Requirements | Number of Actual Permitted Retail Establishments | Issues or Incidents Related to Permitted Establishments |
|------------------|--------------------|-----------------------|--|---|--------------------------|--|--|--|
| Malibu | YES | YES | 2 Retail | New Cannabis Permit (w/CUP) - \$4,121 Commercial Regulatory Permit (Renewal)- \$707 | Yes | 1,000 feet apart from each other | 2 (Retail) | No reported incidents |
| Agoura Hills | NOT ALLOWED | N/A | N/A | NA | N/A | N/A | N/A | N/A |
| Westlake Village | NOT ALLOWED | N/A | N/A | N/A | N/A | N/A | N/A | N/A |
| Thousand Oaks | YES | YES | 2 Retail | Cannabis Business Permit - \$5,308 Processing Fee - \$64 Cert. of Occupancy - \$128 Renewal Fee - \$6,416 | YES | 600 feet from Residentially Zoned or Used Property 600 feet from schools 600 feet from commercial day care 600 feet from a youth center | 2* (Medical Only) | No reported code compliance issues |
| Ventura | YES | YES | 5 retail | Cannabis Permit - \$10,326 (estimated) Background Check - \$377 Zoning Verification - \$331.52 Renewal Fee – not yet adopted | YES | 600 feet from existing schools | 0 | N/A |
| Oxnard | YES | | 16 - retail 8 - manufacturing 1 - testing lab 3 - distributors | <u>Vetting Process</u> Phase 1 - \$2,329.68 Phase 2 - \$3,067.79 Phase 3 - \$2,839.40 Phase 4 - \$7,326.65 Background Check - \$300.00 <u>Entitlement</u> Special Use Permit - \$7,326.65 <u>Commercial Cannabis Permit</u> Retail Benefit Agreement - \$250,000 + tax agreement (1% gross revenues) | Yes | 600 feet from a school 600 feet from commercial daycare 600 feet from a youth center | 0 (now) 6-8 anticipated by Oct. 2022 | N/A |
| Port Hueneme | YES | YES | 12 - retail 6 - delivery – only (Combined Max 18) 5 - cannabis lounges 10 - manufacturing 8 - distribution | <u>Certificate of Approval</u> \$10,000 (deposit) <u>Background Check</u> \$446.56 (for each principal and employee) Conditional Use Permit \$500 flat fee + \$3,500 deposit Development Agreement \$5,000.00 deposit | | 600 feet from school | 12 retail 6 delivery 18 total | No reported incidents. And actually, statistically, crime has decreased since the establishment of the cannabis businesses, which they've attributed to increased security presence. |

Cannabis Discussion



CITY *of* CALABASAS

January 25, 2023

Discussion Topics

- Commercial Cannabis Regulations
 - State Law
 - Local Regulations
- Options
- Factors to Consider
- Direction



Cannabis Regulation in California

Timeline



Highlights

- Local Control – the State cannot issue a license if in conflict with local ordinance or regulation
- Vertical Integration Allowed
- Three former state licensing authorities consolidated into one department in 2021



Medical and Adult Use

Medicinal and Adult-Use Cannabis Regulation and Safety Act

- A single regulatory system for commercial cannabis activity in CA
- Requires all persons engaged in commercial cannabis activity to be licensed
- Allows local jurisdictions to control what activities are permitted in their jurisdiction
- Places the protection of the public as the highest priority



Commercial Cannabis Activity

Who needs to be licensed?

- All businesses conducting commercial cannabis activity, which includes businesses engaging in cultivation, manufacturing, distribution, processing, storing, laboratory testing, packaging, labeling, transportation, delivery, or sale of cannabis
- A separate license is required for each location (premises) where the business engages in commercial cannabis activity
- Does not include personal cultivation that is done at a private residence in accordance with the Health and Safety Code
- All commercial cannabis activity may only be conducted between licensees



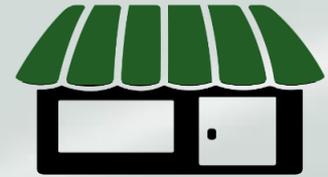
Cultivation



Manufacturing



Distribution



Retail



What is the CA DCC

The Department of Cannabis Control (DCC) is the CA state agency that licenses and regulates cannabis businesses. DCC regulates:

- Cultivation of cannabis plants
- Manufacturing safety of cannabis products
- Transportation and tracking of cannabis goods throughout the state
- Events where cannabis is sold or used
- Labeling/packaging of cannabis retail products
- Testing of cannabis and cannabis products



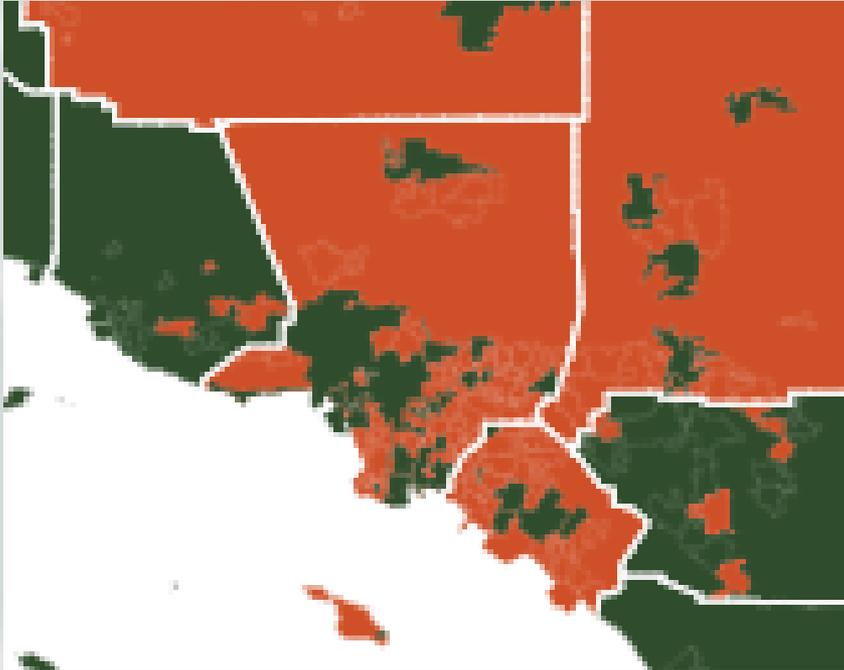
DCC Licenses



| | ANNUAL | PROVISIONAL |
|--------------------|--------|-------------|
| CULTIVATION | 3539 | 4684 |
| MANUFACTURING | 348 | 552 |
| DISTRIBUTION | 354 | 1081 |
| RETAIL | 464 | 1072 |
| MICROBUSINESS | 65 | 312 |
| TESTING LABORATORY | 1 | 47 |



DCC Licenses

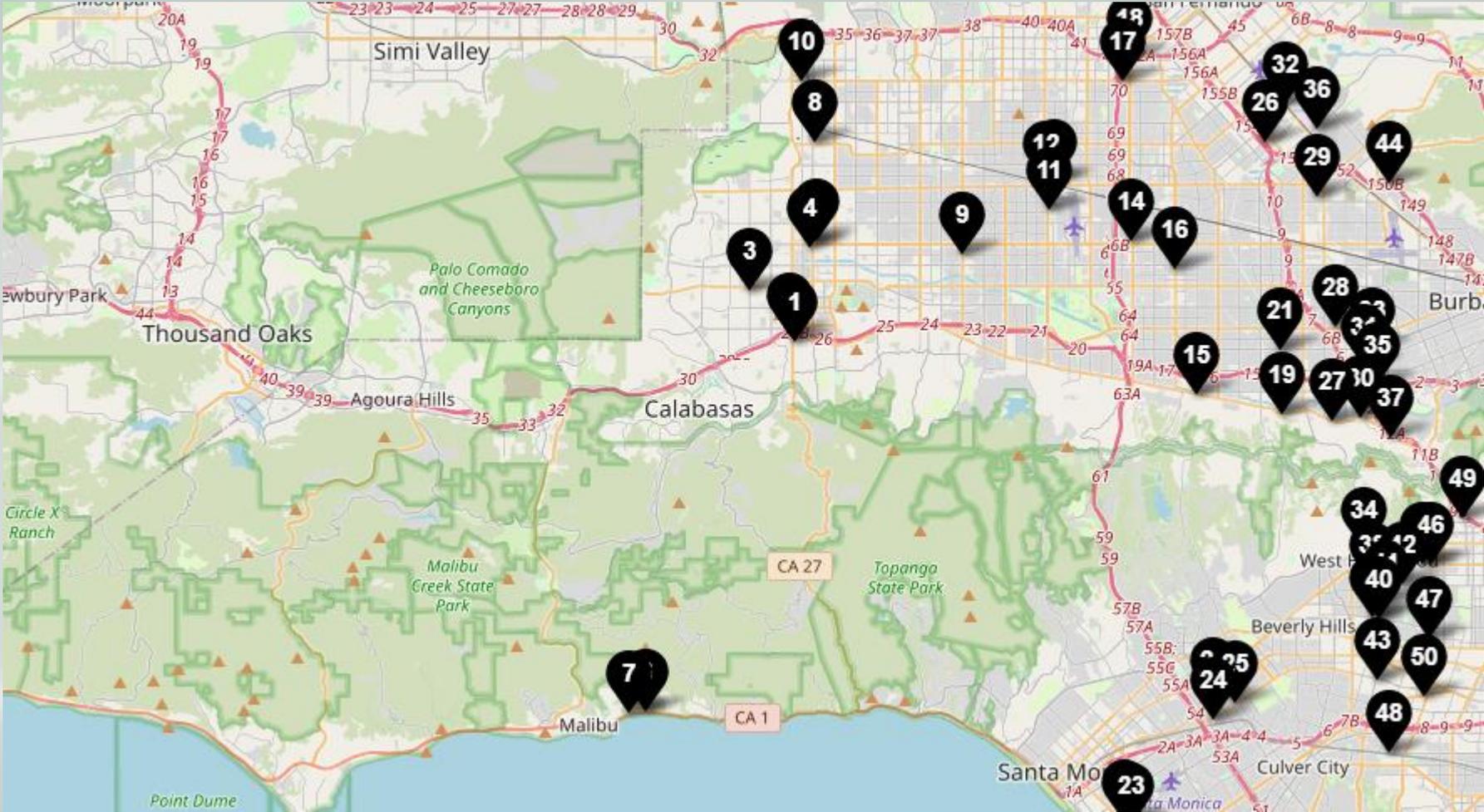


Number of local jurisdictions with at least one licensed business:

- Los Angeles County - 20
- Ventura County - 5



DCC Licenses



Local Approval of Cannabis Activity

Local Ordinance



State License



DCC cannot issue a license if doing so will violate any local ordinance regulation.

State Business and Professions Code allows for local jurisdictions to adopt and enforce ordinances to regulate commercial cannabis businesses, including but not limited to zoning, land use, license requirements, exposure to secondhand smoke, or completely prohibiting cannabis activity types within the jurisdiction.



Cannabis Discussion

City Council

January 25, 2023

City of Calabasas

Calabasas Municipal Code:

- Section 3.56 – Cannabis Business General Tax
 - Allows the Council to impose up to a 10% tax on gross receipt for all cannabis related business activity.
- Section 8.13 – Cultivation and Use of Marijuana
 - Prohibits the cultivation, processing, warehousing, packaging, or distribution of marijuana or any marijuana product anywhere within the City.
 - Exceptions are cultivation for personal use and transport/delivery from a licensed business that originates from outside the City.
- Section 17.12.125 – Marijuana based land use activities
 - Prohibits all cannabis related commercial activity.
 - Allows private cultivation for personal use.



Factors to Discuss

Factors to Consider:

- Allow or not Allow
- Type of Cannabis Business to Allow
- Number of Allowed Businesses
- Location and Zoning/Operating Standards
- Types of Permits
- Permit Processing/Procedures
- Deliveries



Allow or Not Allow

The City currently prohibits commercial cannabis, and the most critical question is whether or not the Council wants to allow it.

- Allow or not Allow?
 - Medical Use
 - Adult Use

Legal Adult-Use Cannabis Is Available to Most Californians

Share of California's Population Living in a City or Unincorporated Area That Has . . .



Sources: Licensing information from the Bureau of Cannabis Control; population estimates from the Department of Finance; and



Cannabis Discussion

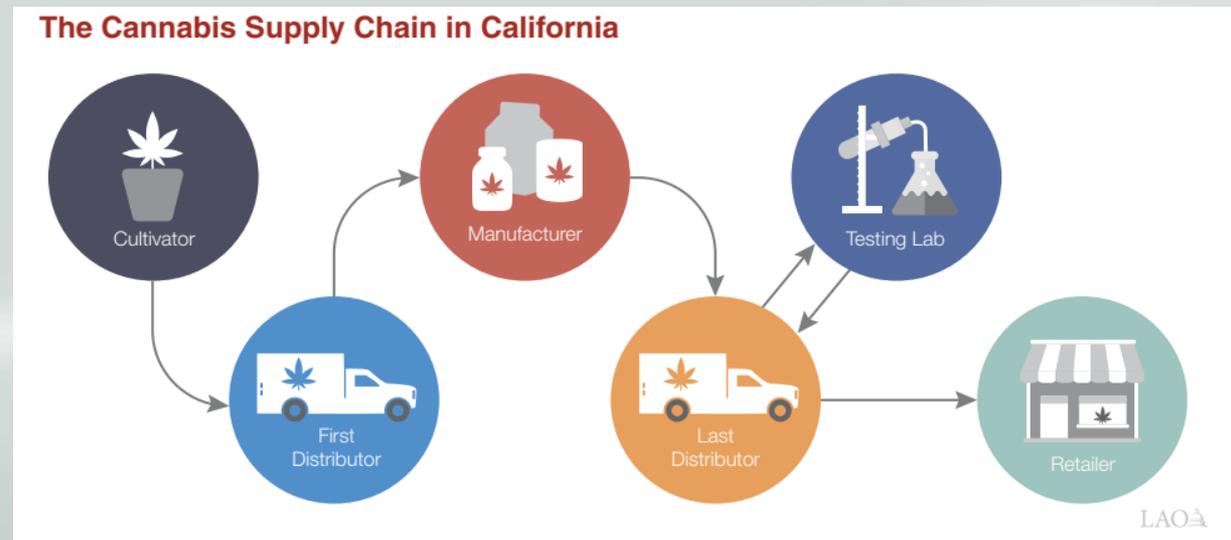
City Council

January 25, 2023

Type

If the City Council were to allow commercial Cannabis, the next question is what type(s)

- Cultivation
- Manufacturing
- Distribution/transport
- Testing
- Retail Sales
- Microbusinesses



Number of Allowed Businesses

If the City Council were to allow commercial cannabis, how many cannabis businesses does the City want to allow?

- Under State Law, the City can choose to limit the total number of allowed businesses within its jurisdiction.

| City | Max. # of Commercial Establishments |
|---------------|---|
| Malibu | 2 Retail |
| Thousand Oaks | 2 Retail |
| Ventura | 5 retail |
| Oxnard | 16 - retail 8 - manufacturing 1 - testing lab 3 - distributors |
| Port Hueneme | 12 – retail and 6 - delivery – only (Combined Max 18) 5 - cannabis lounges 10 - manufacturing 8 - distribution |



Location and Zoning/Operating Standards

What type of restrictions should apply to cannabis land uses?

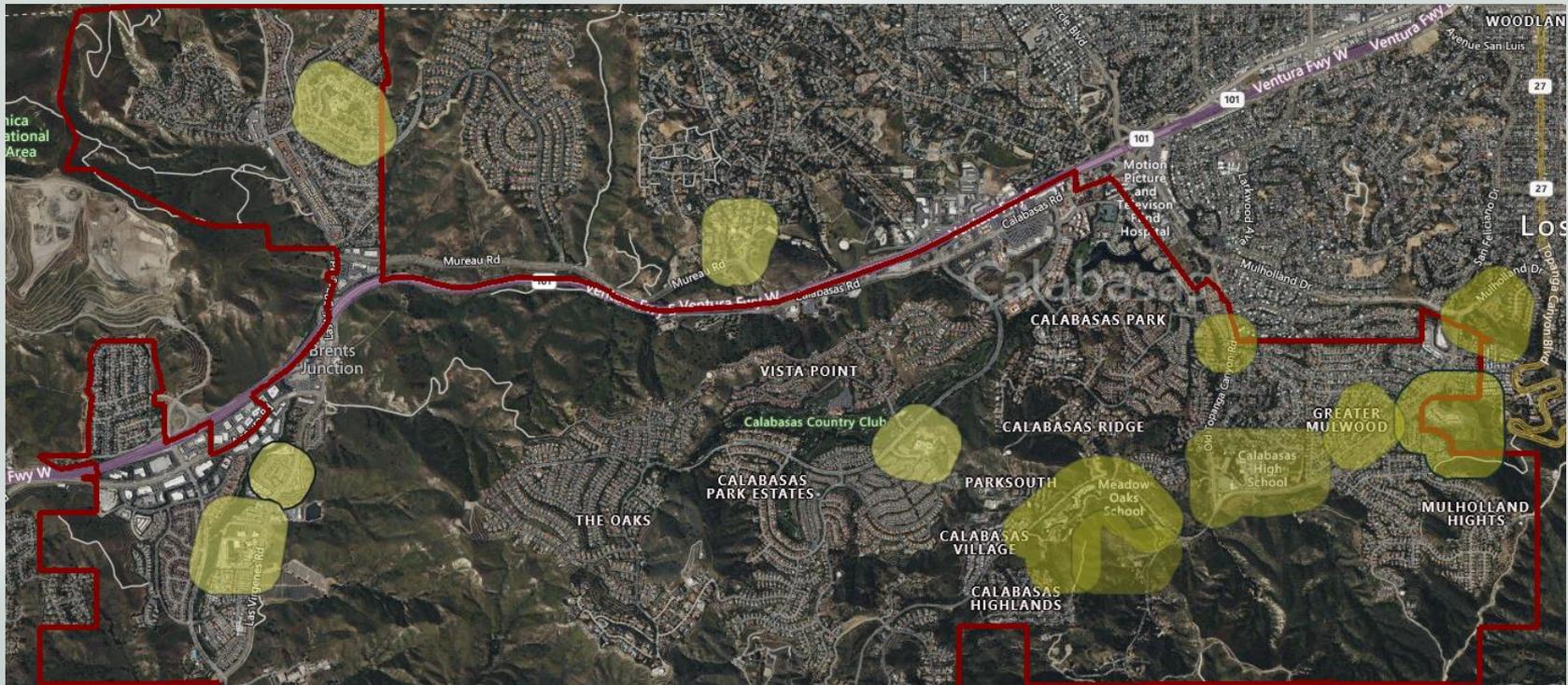
- Locational Restrictions
 - State requires 600-foot distance from schools, day care facilities and youth centers at the time of licensing.
- Separation Requirements
- Operational Requirements
 - Licensed security guards
 - Designated hours of operation
 - Installation of odor controls
 - Prohibition of on-site consumption



Location and Zoning/Operating Standards

Locational Restrictions

- State requires 600-foot distance from schools, day care facilities and youth centers at the time of licensing. The City may impose a greater distance and add additional sensitive receptors, such as parks.



Type of Permits

What type of permits would the City Require?

- Land Use Entitlement
 - Conditional Use Permit
 - Zoning Clearance
 - None
- Regulatory Permit
 - Business License (approval authority?)



Permit Processing Procedures

How will the City process cannabis land use and/or business license applications?

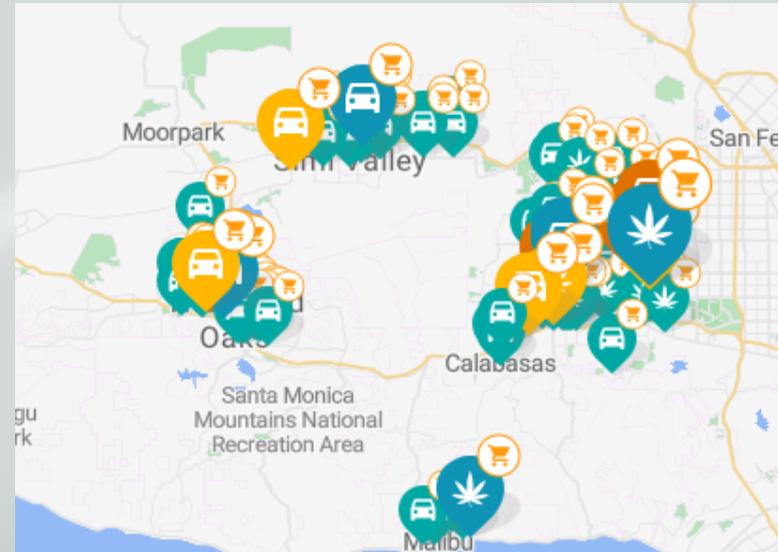
- First come, first served
- Lottery
- Scoring system
 - The City would have to create an objective scoring system



Deliveries

The City currently allows deliveries from licensed facilities; however, it could prohibit deliveries that begin or end within the City.

- City cannot prevent delivery services from using public roads to pass through the City.
- State law requires delivery services to be licensed.
- New state law, which is currently under dispute, prohibits cities from banning medical deliveries.



Fiscal Impacts

On November 3, 2020, Calabasas voters passed Measure C, approving a Tax on Cannabis Business Activity up to 10% of the gross sales receipt.

- Resolution No. 2021-1710 establishes a 10% tax on gross sales receipts for commercial cannabis activity.
- HDL estimates that each retail facility would generate approximately \$500,000 to \$1,000,000 a year in tax revenue to the City.



Recommendation

That the City Council discuss options available to the City to authorize commercial cannabis activities under State Law and provide direction to staff as deemed appropriate.





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| Administrative Services | | | | | |
| 115356 | 1/11/2023 | ECS IMAGING INC. | AGENDA/DATA TRANSFER/INDEX | 5,600.00 | Administrative Services |
| 115352 | 1/11/2023 | COUNTY CLERK, CO. OF L.A. | CANDIDATE STATEMENTS | 1,916.30 | Administrative Services |
| 115311 | 1/4/2023 | APPLE ONE | Temp Receptionist | 1,173.09 | Administrative Services |
| 115342 | 1/11/2023 | APPLE ONE | Receptionist Ramirez, Genevive | 942.40 | Administrative Services |
| 115391 | 1/11/2023 | WELLNESSMART | NEW EMPLOYEE PHYSICAL/LIVESCAN | 96.00 | Administrative Services |
| Total Amount for 5 Line Item(s) from Administrative Services | | | | \$9,727.79 | |
| Boards and Commissions | | | | | |
| 115348 | 1/11/2023 | BYRNE/GREGORY S// | PLAN COMM PAY 7/21,10/6,12/15 | 150.00 | Boards and Commissions |
| 115357 | 1/11/2023 | FASSBERG/WENDY// | PLAN COMM PAY 7/21 10/6 12/15 | 150.00 | Boards and Commissions |
| 115360 | 1/11/2023 | HARRISON/MICHAEL// | PLAN COMM PAY 7/21 10/6 12/15 | 150.00 | Boards and Commissions |
| 115367 | 1/11/2023 | LIA/ROBERT// | PLAN COMM PAY 7/21 10/6 12/15 | 150.00 | Boards and Commissions |
| 115389 | 1/11/2023 | WASHBURN/DENNIS// | PLAN COMM PAY 7/21 10/6 12/15 | 150.00 | Boards and Commissions |
| 115371 | 1/11/2023 | MUELLER/JOHN// | PLAN COMM PAY 12/15 | 50.00 | Boards and Commissions |
| Total Amount for 6 Line Item(s) from Boards and Commissions | | | | \$800.00 | |
| City Council | | | | | |
| 115308 | 1/4/2023 | A RENTAL CONNECTION | SOTC Reception Rentals | 1,275.58 | City Council |
| Total Amount for 1 Line Item(s) from City Council | | | | \$1,275.58 | |
| Civic Center O&M | | | | | |
| 115383 | 1/11/2023 | SOUTHERN CALIFORNIA EDISON | ELECTRIC 11/21/22 TO 12/20/22 | 14,896.30 | Civic Center O&M |
| 115383 | 1/11/2023 | SOUTHERN CALIFORNIA EDISON | ELECTRIC 11/21/22 TO 12/20/22 | 12,043.82 | Civic Center O&M |
| 115366 | 1/11/2023 | LAS VIRGENES MUNICIPAL WATER | WATER CITY HALL 11/8-12/08/22 | 1,513.97 | Civic Center O&M |
| 115366 | 1/11/2023 | LAS VIRGENES MUNICIPAL WATER | WATER CITY HALL 11/8-12/08/22 | 1,224.05 | Civic Center O&M |
| 115359 | 1/11/2023 | GROWING ROOTS | PLANT MAINTENANCE CITY HALL | 525.00 | Civic Center O&M |
| 115359 | 1/11/2023 | GROWING ROOTS | PLANT MAINTENANCE LIBRARY | 265.00 | Civic Center O&M |
| 115318 | 1/4/2023 | GRAINGER | HVAC Maintenance | 17.19 | Civic Center O&M |
| 115366 | 1/11/2023 | LAS VIRGENES MUNICIPAL WATER | WATER BILL 11/8/22-12/8/22 | 10.59 | Civic Center O&M |
| 115366 | 1/11/2023 | LAS VIRGENES MUNICIPAL WATER | WATER BILL 11/8/22-12/8/22 | 8.55 | Civic Center O&M |
| Total Amount for 9 Line Item(s) from Civic Center O&M | | | | \$30,504.47 | |



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| Community Development | | | | | |
| 115368 | 1/11/2023 | M6 CONSULTING, INC. | PERMIT TECHNICIAN NOV 2022 | 21,264.38 | Community Development |
| 115353 | 1/11/2023 | DAPEER, ROSENBLIT & LITVAK | PROSECUTOR FEES-MUNI CODE VIOL | 4,664.30 | Community Development |
| 115380 | 1/11/2023 | RINCON CONSULTANTS INC | GENERAL PLAN UPDATE | 3,000.50 | Community Development |
| 115342 | 1/11/2023 | APPLE ONE | ADMIN ASST ROBISON, MARK | 1,280.00 | Community Development |
| 115342 | 1/11/2023 | APPLE ONE | ADMIN ASST ROBISON, MARK | 1,024.00 | Community Development |
| 115344 | 1/11/2023 | BARTLETT/TOM// | CONFERENCE ON FIRE ISSUES | 283.46 | Community Development |
| 115324 | 1/4/2023 | LASERZONE INC | Printer Toner-Planning | 218.99 | Community Development |
| 115385 | 1/11/2023 | STAPLES | SUPPLIES | 77.48 | Community Development |
| 115385 | 1/11/2023 | STAPLES | SUPPLIES | 19.84 | Community Development |
| Total Amount for 9 Line Item(s) from Community Development | | | | \$31,832.95 | |
| Community Services | | | | | |
| 115340 | 1/11/2023 | ALLIANT INSURANCE SERVICES INC | SPEC EVENT INSUR 4TH QTR 2022 | 7,102.00 | Community Services |
| 115383 | 1/11/2023 | SOUTHERN CALIFORNIA EDISON | ELECTRIC 11/21/22 TO 12/20/22 | 4,754.14 | Community Services |
| 115308 | 1/4/2023 | A RENTAL CONNECTION | Concert Eqpt. | 4,302.71 | Community Services |
| 115332 | 1/4/2023 | ULTIMATE EXPOSURES, INC. | Youth Basketball Pictures | 3,565.78 | Community Services |
| 115383 | 1/11/2023 | SOUTHERN CALIFORNIA EDISON | ELECTRIC 11/21/22 TO 12/20/22 | 2,801.28 | Community Services |
| 115316 | 1/4/2023 | FACILITRON, INC. | Rental-LupinHillElementary | 2,615.13 | Community Services |
| 115376 | 1/11/2023 | ONTARIO REFRIGERATION SVC INC | AHCC MAINTENANCE | 1,531.00 | Community Services |
| 115342 | 1/11/2023 | APPLE ONE | ADMIN ASST SUNDWICK, MELISSA | 1,472.00 | Community Services |
| 115325 | 1/4/2023 | MESA ENERGY SYSTEMS IN | Repairs-Klubhouse Preschool | 1,383.13 | Community Services |
| 115369 | 1/11/2023 | MOMENTUM ACADEMIES | CONTRACT INSTRUCTOR | 1,378.30 | Community Services |
| 115342 | 1/11/2023 | APPLE ONE | ADMIN ASST SUNDWICK, MELISSA | 1,140.80 | Community Services |
| 115369 | 1/11/2023 | MOMENTUM ACADEMIES | RECREATION INSTRUCTOR | 920.15 | Community Services |
| 115383 | 1/11/2023 | SOUTHERN CALIFORNIA EDISON | ELEC 11/21/22 -12/20/22 AGCC | 916.92 | Community Services |
| 115312 | 1/4/2023 | B & B PLUMBING | Leak Repair-Parkville Rd. | 805.00 | Community Services |
| 115334 | 1/4/2023 | WHITE/DAVID// | Basketball Official | 800.00 | Community Services |
| 115330 | 1/4/2023 | THE SAUCE CREATIVE SERVICES CO | Printing Foundation Logo | 775.00 | Community Services |
| 115381 | 1/11/2023 | SHAIFER/KEVIN// | PAYROLL BBALL OFFICIAL | 680.00 | Community Services |
| 115322 | 1/4/2023 | ISLER/FLETCHER E.// | Basketball Official | 600.00 | Community Services |
| 115366 | 1/11/2023 | LAS VIRGENES MUNICIPAL WATER | WATER CITY HALL 11/8-12/08/22 | 483.18 | Community Services |
| 115329 | 1/4/2023 | STEVENS/MYRON// | Basketball Official | 480.00 | Community Services |
| 115342 | 1/11/2023 | APPLE ONE | ADMIN ASST SUNDWICK, MELISSA | 441.60 | Community Services |
| 115335 | 1/4/2023 | YESAYAN/ZAVEN// | Basketball Official | 360.00 | Community Services |
| 115320 | 1/4/2023 | IMBER/LINDSAY// | Basketball Official | 320.00 | Community Services |
| 115341 | 1/11/2023 | ANIMAL & INSECT PEST MGMT INC | PEST CONTROL | 249.00 | Community Services |



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| 115319 | 1/4/2023 | HINES/LEONARDO// | Basketball Official | 200.00 | Community Services |
| 115359 | 1/11/2023 | GROWING ROOTS | PLANT MAINTENANCE SENIOR CENTE | 195.00 | Community Services |
| 115370 | 1/11/2023 | MONAHAN/ANN// | CLASS INSTRUCTOR | 165.55 | Community Services |
| 115313 | 1/4/2023 | BLOCK/GILLIAN// | Basketball Official | 165.00 | Community Services |
| 115309 | 1/4/2023 | ALLEN/HARVEY// | Basketball Official | 160.00 | Community Services |
| 115350 | 1/11/2023 | CLARK PEST CONTROL | PEST CONTROL | 158.00 | Community Services |
| 115387 | 1/11/2023 | TUTTLE FAMILY ENTERPRISES, INC | RENTAL CLEANING FOUNDERS HALL | 150.00 | Community Services |
| 115387 | 1/11/2023 | TUTTLE FAMILY ENTERPRISES, INC | RENTAL CLEANING SR CENTER | 150.00 | Community Services |
| 115384 | 1/11/2023 | SOUTHERN CALIFORNIA GAS CO | AHCCC GAS 11/22 | 139.55 | Community Services |
| 115310 | 1/4/2023 | ANIMAL & INSECT PEST MGMT INC | Pest Management | 124.50 | Community Services |
| 115310 | 1/4/2023 | ANIMAL & INSECT PEST MGMT INC | Pest Management | 124.50 | Community Services |
| 115337 | 1/4/2023 | ZIMMERMAN/YADIRA// | Holiday Lunch Gift Basket | 99.68 | Community Services |
| 115328 | 1/4/2023 | STAPLES | De Anza Park - Suppllies | 84.69 | Community Services |
| 115358 | 1/11/2023 | FERRARA/MALEA// | MILEAGE REIMBUR DEC 2022 | 23.63 | Community Services |
| 115366 | 1/11/2023 | LAS VIRGENES MUNICIPAL WATER | WATER BILL 11/8/22-12/8/22 | 3.38 | Community Services |
| 115328 | 1/4/2023 | STAPLES | De Anza Park-Supplies | 2.49 | Community Services |
| Total Amount for 40 Line Item(s) from Community Services | | | | \$41,823.09 | |

Library

| | | | | | |
|--------|-----------|-------------------------|--------------------------------|----------|---------|
| 115374 | 1/11/2023 | NICHE ACADEMY LLC | SUBSCRIPTION RENEWAL | 2,200.00 | Library |
| 115345 | 1/11/2023 | BIBLIOTHECA, LLC | Book License | 997.89 | Library |
| 115345 | 1/11/2023 | BIBLIOTHECA, LLC | Book License | 989.64 | Library |
| 115345 | 1/11/2023 | BIBLIOTHECA, LLC | Book License | 975.53 | Library |
| 115345 | 1/11/2023 | BIBLIOTHECA, LLC | Book License | 956.46 | Library |
| 115345 | 1/11/2023 | BIBLIOTHECA, LLC | Book License | 946.04 | Library |
| 115345 | 1/11/2023 | BIBLIOTHECA, LLC | Book License | 862.37 | Library |
| 115375 | 1/11/2023 | OCLC, INC. | CATALOG META LOAN SUBSCRIPTION | 810.84 | Library |
| 115345 | 1/11/2023 | BIBLIOTHECA, LLC | Book License | 679.43 | Library |
| 115363 | 1/11/2023 | INGRAM LIBRARY SERVICES | BOOKS | 659.18 | Library |
| 115345 | 1/11/2023 | BIBLIOTHECA, LLC | Book License | 568.74 | Library |
| 115345 | 1/11/2023 | BIBLIOTHECA, LLC | Book License | 552.94 | Library |
| 115345 | 1/11/2023 | BIBLIOTHECA, LLC | Book License | 481.05 | Library |
| 115345 | 1/11/2023 | BIBLIOTHECA, LLC | Book License | 442.87 | Library |
| 115345 | 1/11/2023 | BIBLIOTHECA, LLC | Book License | 323.50 | Library |
| 115345 | 1/11/2023 | BIBLIOTHECA, LLC | Book License | 303.03 | Library |
| 115354 | 1/11/2023 | DEMCO, INC. | SIGN HOLDERS, SUPPLIES | 260.79 | Library |
| 115343 | 1/11/2023 | BAKER & TAYLOR, LLC | books | 152.90 | Library |



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|--|------------|-------------------------|-------------------|--------------------|------------|
| 115385 | 1/11/2023 | STAPLES | SUPPLIES | 150.57 | Library |
| 115363 | 1/11/2023 | INGRAM LIBRARY SERVICES | BOOKS | 61.00 | Library |
| 115343 | 1/11/2023 | BAKER & TAYLOR, LLC | books | 51.09 | Library |
| 115343 | 1/11/2023 | BAKER & TAYLOR, LLC | BOOKS | 46.95 | Library |
| 115346 | 1/11/2023 | BLACKSTONE PUBLISHING | BOOKS/CD/DVD | 44.60 | Library |
| 115345 | 1/11/2023 | BIBLIOTHECA, LLC | Book License | 40.24 | Library |
| 115346 | 1/11/2023 | BLACKSTONE PUBLISHING | BOOKS/CD/DVD | 29.59 | Library |
| Total Amount for 25 Line Item(s) from Library | | | | \$13,587.24 | |

LMD #22

| | | | | | |
|--|-----------|------------------------------|-------------------------------|---------------------|---------|
| 115366 | 1/11/2023 | LAS VIRGENES MUNICIPAL WATER | WATER BILL 11/2022 | 15,267.59 | LMD #22 |
| 115366 | 1/11/2023 | LAS VIRGENES MUNICIPAL WATER | WATER BILL 11/2022 | 15,237.60 | LMD #22 |
| 115366 | 1/11/2023 | LAS VIRGENES MUNICIPAL WATER | WATER BILL 12/2022 | 10,951.24 | LMD #22 |
| 115366 | 1/11/2023 | LAS VIRGENES MUNICIPAL WATER | WATER BILL 11/2022 | 10,144.36 | LMD #22 |
| 115366 | 1/11/2023 | LAS VIRGENES MUNICIPAL WATER | WATER BILL 12/2022 | 9,623.06 | LMD #22 |
| 115366 | 1/11/2023 | LAS VIRGENES MUNICIPAL WATER | WATER BILL 12/2022 | 9,612.38 | LMD #22 |
| 115366 | 1/11/2023 | LAS VIRGENES MUNICIPAL WATER | WATER BILL 12/2022 | 7,359.21 | LMD #22 |
| 115366 | 1/11/2023 | LAS VIRGENES MUNICIPAL WATER | WATER BILL 12/2022 | 7,337.64 | LMD #22 |
| 115378 | 1/11/2023 | PACIFIC COAST FALCONRY INC. | BIRD CONTROL SERV 11/28-12/31 | 6,750.00 | LMD #22 |
| 115366 | 1/11/2023 | LAS VIRGENES MUNICIPAL WATER | WATER BILL 11/2022 | 5,977.27 | LMD #22 |
| 115366 | 1/11/2023 | LAS VIRGENES MUNICIPAL WATER | WATER BILL 12/2022 | 4,877.24 | LMD #22 |
| 115366 | 1/11/2023 | LAS VIRGENES MUNICIPAL WATER | WATER BILL 12/2022 | 3,716.70 | LMD #22 |
| 115366 | 1/11/2023 | LAS VIRGENES MUNICIPAL WATER | WATER BILL 12/2022 | 2,427.89 | LMD #22 |
| 115366 | 1/11/2023 | LAS VIRGENES MUNICIPAL WATER | WATER BILL 12/2022 | 2,109.57 | LMD #22 |
| 115383 | 1/11/2023 | SOUTHERN CALIFORNIA EDISON | ELECTRIC 11/21/22 TO 12/20/22 | 1,027.91 | LMD #22 |
| 115383 | 1/11/2023 | SOUTHERN CALIFORNIA EDISON | ELECTRIC 11/21/22 TO 12/20/22 | 856.24 | LMD #22 |
| 115383 | 1/11/2023 | SOUTHERN CALIFORNIA EDISON | ELECTRIC 11/21/22 TO 12/20/22 | 557.82 | LMD #22 |
| 115383 | 1/11/2023 | SOUTHERN CALIFORNIA EDISON | ELECTRIC 11/21/22 TO 12/20/22 | 301.76 | LMD #22 |
| 115366 | 1/11/2023 | LAS VIRGENES MUNICIPAL WATER | WATER BILL 11/2022 | 261.55 | LMD #22 |
| 115383 | 1/11/2023 | SOUTHERN CALIFORNIA EDISON | ELECTRIC 11/21/22 TO 12/20/22 | 246.70 | LMD #22 |
| Total Amount for 20 Line Item(s) from LMD #22 | | | | \$114,643.73 | |

LMD #24

| | | | | | |
|--------|-----------|------------------------------|-------------------------------|--------|---------|
| 115383 | 1/11/2023 | SOUTHERN CALIFORNIA EDISON | ELECTRIC 11/21/22 TO 12/20/22 | 382.10 | LMD #24 |
| 115366 | 1/11/2023 | LAS VIRGENES MUNICIPAL WATER | WATER BILL 12/2022 | 294.85 | LMD #24 |



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| Total Amount for 2 Line Item(s) from LMD #24 | | | | \$676.95 | |
| <u>LMD 22 - Common Benefit Area</u> | | | | | |
| 115366 | 1/11/2023 | LAS VIRGENES MUNICIPAL WATER | WATER BILL 11/2022 | 34,508.18 | LMD 22 - Common Benefit Area |
| 115366 | 1/11/2023 | LAS VIRGENES MUNICIPAL WATER | WATER BILL 12/2022 | 16,917.60 | LMD 22 - Common Benefit Area |
| 115366 | 1/11/2023 | LAS VIRGENES MUNICIPAL WATER | WATER BILL 12/2022 | 5,252.51 | LMD 22 - Common Benefit Area |
| 115383 | 1/11/2023 | SOUTHERN CALIFORNIA EDISON | ELECTRIC 11/21/22 TO 12/20/22 | 3,399.49 | LMD 22 - Common Benefit Area |
| 115366 | 1/11/2023 | LAS VIRGENES MUNICIPAL WATER | WATER BILL 12/2022 | 2,929.07 | LMD 22 - Common Benefit Area |
| 115383 | 1/11/2023 | SOUTHERN CALIFORNIA EDISON | ELECTRIC 11/21/22 TO 12/20/22 | 907.17 | LMD 22 - Common Benefit Area |
| 115383 | 1/11/2023 | SOUTHERN CALIFORNIA EDISON | ELECTRIC 11/21/22 TO 12/20/22 | 874.81 | LMD 22 - Common Benefit Area |
| 115366 | 1/11/2023 | LAS VIRGENES MUNICIPAL WATER | WATER BILL 12/2022 | 283.58 | LMD 22 - Common Benefit Area |
| 115366 | 1/11/2023 | LAS VIRGENES MUNICIPAL WATER | WATER BILL 11/2022 | 45.65 | LMD 22 - Common Benefit Area |
| Total Amount for 9 Line Item(s) from LMD 22 - Common Benefit Area | | | | \$65,118.06 | |
| <u>Media Operations</u> | | | | | |
| 115314 | 1/4/2023 | CHARTER COMMUNICATIONS | 12/05/22-01/04/23 Service | 43.02 | Media Operations |
| Total Amount for 1 Line Item(s) from Media Operations | | | | \$43.02 | |
| <u>Non-Departmental - Finance</u> | | | | | |
| 115372 | 1/11/2023 | NBS GOVERNMENT FINANCE GROUP | CFD 98-1, CFD 2001-1 | 13,256.23 | Non-Departmental - Finance |
| 115372 | 1/11/2023 | NBS GOVERNMENT FINANCE GROUP | CFD 98-1, CFD 2001-1 | 7,492.66 | Non-Departmental - Finance |
| 115372 | 1/11/2023 | NBS GOVERNMENT FINANCE GROUP | CONTINUING DISCLOSURE REPORT | 2,931.97 | Non-Departmental - Finance |
| 115388 | 1/11/2023 | U.S. BANK | 2001 CFD ADMIN FEE | 2,235.00 | Non-Departmental - Finance |
| 115385 | 1/11/2023 | STAPLES | SUPPLIES | 101.80 | Non-Departmental - Finance |
| 115385 | 1/11/2023 | STAPLES | SUPPLIES | 85.33 | Non-Departmental - Finance |
| 115385 | 1/11/2023 | STAPLES | SUPPLIES | 39.86 | Non-Departmental - Finance |
| 115385 | 1/11/2023 | STAPLES | SUPPLIES | 7.12 | Non-Departmental - Finance |
| Total Amount for 8 Line Item(s) from Non-Departmental - Finance | | | | \$26,149.97 | |
| <u>Police / Fire / Safety</u> | | | | | |
| 115365 | 1/11/2023 | L.A. CO. SHERIFF'S DEPT. | SHERIFF SERVICES | 420,694.14 | Police / Fire / Safety |
| 115365 | 1/11/2023 | L.A. CO. SHERIFF'S DEPT. | SHERIFF SERVICES | 10,943.11 | Police / Fire / Safety |
| 115364 | 1/11/2023 | L.A. CO. DEPT. OF ANIMAL CARE | 11/22 ANIMAL HOUSING COSTS | 4,950.16 | Police / Fire / Safety |



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| Total Amount for 3 Line Item(s) from Police / Fire / Safety | | | | \$436,587.41 | |
| Public Safety & Emergency Preparedness | | | | | |
| 115315 | 1/4/2023 | DYER/MICHAEL// | Emergency Consulting | 4,150.00 | Public Safety & Emergency Preparedness |
| Total Amount for 1 Line Item(s) from Public Safety & Emergency Preparedness | | | | \$4,150.00 | |
| Public Works | | | | | |
| 115366 | 1/11/2023 | LAS VIRGENES MUNICIPAL WATER | WATER BILL 11/2022 | 7,547.16 | Public Works |
| 115386 | 1/11/2023 | TKM ENGINEERING | TRAFFIC ENGINEERING SERVICES | 3,977.50 | Public Works |
| 115366 | 1/11/2023 | LAS VIRGENES MUNICIPAL WATER | WATER BILL 11/2022 | 1,135.20 | Public Works |
| 115366 | 1/11/2023 | LAS VIRGENES MUNICIPAL WATER | WATER BILL 12/2022 | 704.33 | Public Works |
| 115386 | 1/11/2023 | TKM ENGINEERING | GREEN STREET PROJECT | 462.50 | Public Works |
| 115383 | 1/11/2023 | SOUTHERN CALIFORNIA EDISON | ELECTRIC 11/21/22 TO 12/20/22 | 334.29 | Public Works |
| 115355 | 1/11/2023 | DIG SAFE BOARD | DIGALERT DUES DEC 2022 | 62.50 | Public Works |
| Total Amount for 7 Line Item(s) from Public Works | | | | \$14,223.48 | |
| Recoverable / Refund / Liability | | | | | |
| 115347 | 1/11/2023 | BOZAJIAN/JAMES R.// | candidate statement refund | 116.74 | Recoverable / Refund / Liability |
| 115338 | 1/11/2023 | ALBRECHT/EDWARD// | CANDIDATE STATEMENT REFUND | 116.74 | Recoverable / Refund / Liability |
| 115349 | 1/11/2023 | CAMERON/BRIAN// | CANDIDATE STATEMENT REFUND | 116.74 | Recoverable / Refund / Liability |
| 115379 | 1/11/2023 | PARMAR/MONICA// | CANDIDATE STATEMENT REFUND | 116.74 | Recoverable / Refund / Liability |
| 115382 | 1/11/2023 | SHAPIRO/DAVID// | CANDIDATE STATEMENT REFUND | 116.74 | Recoverable / Refund / Liability |
| 115377 | 1/11/2023 | P&A ADMINISTRATIVE SVCS INC | FLEX FEES AUG 2022 | 58.50 | Recoverable / Refund / Liability |
| 115377 | 1/11/2023 | P&A ADMINISTRATIVE SVCS INC | FLEX FEES JAN 2023 | 58.50 | Recoverable / Refund / Liability |
| 115377 | 1/11/2023 | P&A ADMINISTRATIVE SVCS INC | FLEX FEES DEC 2022 | 58.50 | Recoverable / Refund / Liability |
| 115377 | 1/11/2023 | P&A ADMINISTRATIVE SVCS INC | FLEX FEES NOV 2022 | 58.50 | Recoverable / Refund / Liability |
| 115317 | 1/4/2023 | GMZ ENGINEERING, INC. | Old Town Sidewalk Project | -17,979.11 | Recoverable / Refund / Liability |
| Total Amount for 10 Line Item(s) from Recoverable / Refund / Liability | | | | \$-17,161.41 | |
| Tennis & Swim Center | | | | | |
| 115383 | 1/11/2023 | SOUTHERN CALIFORNIA EDISON | ELECTRIC 11/21/22 TO 12/20/22 | 5,103.64 | Tennis & Swim Center |
| 115327 | 1/4/2023 | SOUTHERN CALIFORNIA EDISON | 11//17-12/1/22 Service | 3,144.56 | Tennis & Swim Center |
| 115392 | 1/11/2023 | WELLS/JOSEPH// | WINDOW REPLACEMENT CTSC | 2,327.80 | Tennis & Swim Center |



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| 115351 | 1/11/2023 | COOKSEY'S LIFEGUARD & SWIM LLC | LIFEGUARD STAFF | 2,204.39 | Tennis & Swim Center |
| 115361 | 1/11/2023 | HASA INC | POOL SERVICE REPAIRS | 900.00 | Tennis & Swim Center |
| 115331 | 1/4/2023 | TIME WARNER CABLE | 11/07-12/06/2022 Service | 779.92 | Tennis & Swim Center |
| 115333 | 1/4/2023 | WATERLINE TECHNOLOGIES INC | Pool Chemicals | 752.12 | Tennis & Swim Center |
| 115390 | 1/11/2023 | WATERLINE TECHNOLOGIES INC | POOL CHEMICALS | 337.76 | Tennis & Swim Center |
| 115333 | 1/4/2023 | WATERLINE TECHNOLOGIES INC | Pool Chemicals | 318.65 | Tennis & Swim Center |
| 115333 | 1/4/2023 | WATERLINE TECHNOLOGIES INC | Pool Chemicals | 127.76 | Tennis & Swim Center |
| 115326 | 1/4/2023 | NEWBURY PARK TREE SERVICE INC | Irrigation Repair | 111.88 | Tennis & Swim Center |
| 115321 | 1/4/2023 | INNER-I ...SECURITY IN FOCUS | 01-03/2023 Monitoring | 75.00 | Tennis & Swim Center |
| Total Amount for 12 Line Item(s) from Tennis & Swim Center | | | | \$16,183.48 | |
| Transportation | | | | | |
| 115317 | 1/4/2023 | GMZ ENGINEERING, INC. | Old Town Sidewalk Project | 359,582.28 | Transportation |
| 115323 | 1/4/2023 | LAS VIRGENES UNIFIED SCHOOL | Before & After School Aides | 20,250.00 | Transportation |
| 115362 | 1/11/2023 | IDEAL GENERAL SERVICES, INC. | DIAL A RIDE DEC 2022 | 19,284.50 | Transportation |
| 115339 | 1/11/2023 | ALL CITY MANAGEMENT SVCS, INC. | CROSSING GUARD SCHOOL AREA | 9,005.42 | Transportation |
| 115339 | 1/11/2023 | ALL CITY MANAGEMENT SVCS, INC. | CROSSING GUARD SCHOOL AREA | 8,147.32 | Transportation |
| 115339 | 1/11/2023 | ALL CITY MANAGEMENT SVCS, INC. | CROSSING GUARD SCHOOL AREA | 4,376.39 | Transportation |
| 115336 | 1/4/2023 | YUNEX LLC | Traffic Signal Maint. | 2,441.00 | Transportation |
| 115383 | 1/11/2023 | SOUTHERN CALIFORNIA EDISON | ELECTRIC 11/21/22 TO 12/20/22 | 2,395.08 | Transportation |
| 115373 | 1/11/2023 | NEWBURY PARK TREE SERVICE INC | TREE REMOVAL | 809.87 | Transportation |
| 115386 | 1/11/2023 | TKM ENGINEERING | WEST CALABASAS ROAD | 370.00 | Transportation |
| Total Amount for 10 Line Item(s) from Transportation | | | | \$426,661.86 | |
| GRAND TOTAL for 178 Line Items | | | | \$1,216,827.67 | |



CITY of CALABASAS

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|--|------------|-------------------------------|--------------------------|-------------------|----------------------|
| Tennis & Swim Center | | | | | |
| 14485 | 1/4/2023 | SOUTHERN CALIFORNIA EDISON | 11/17-12/16/2022 Service | 3,144.57 | Tennis & Swim Center |
| 14486 | 1/4/2023 | WILSON SPORTING GOODS | Tennis Balls | 1,149.59 | Tennis & Swim Center |
| 14484 | 1/4/2023 | NEWBURY PARK TREE SERVICE INC | Irrigation Repair | 111.89 | Tennis & Swim Center |
| Total Amount for 3 Line Item(s) from Tennis & Swim Center | | | | \$4,406.05 | |
| GRAND TOTAL for 3 Line Items | | | | \$4,406.05 | |

Department Agenda Headings Future Agenda/Information Items

8-Feb

| | | | |
|----|------|--------------------|---|
| 1 | CC | Presentation | Recognition of outgoing Commissioners |
| 2 | PW | Presentation | SCE LED street light replacement |
| 3 | COMM | Continued Business | Regional Broadband Connectivity Project |
| 4 | PW | Consent | Recommendation to award a five-year Professional Services Agreement to _____ for landscape maintenance of the common areas outside individual homeowner associations and commercial properties within Landscape Maintenance Districts 24, 27 and 32 in the City of Calabasas in an amount not to exceed _____. Adoption of Resolution No. 2023-1836 appropriating funds |
| 5 | CC | Consent | AppleOne contract amendment |
| 6 | CC | Consent | Adoption of Resolution ___ authorizing continued remote teleconference meetings of the Calabasas City Commissions pursuant to Government Code Section 54953€ |
| 7 | CC | Continued Business | Appointment to Historic Preservation Commission |
| 8 | CS | Continued Business | 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 |
| 9 | CD | New Business | Rental Registration Update |
| 10 | CD | New Business | Tobacco Retailer Update |

Future Items

| | | | |
|----|---------|--------------------|--|
| 11 | COMM/CM | Continued Business | Discussion/cost analysis regarding hybrid/in-person meetings for City Commissions |
| 12 | HR | Presentation | Employee service awards |
| 13 | CS | New Business | Tennis & Swim Center operations update |
| 14 | CC | New Business | Introduction of Ordinance relating to Electronic and Paperless Filing of Fair Political Practices Commission (FPPC) Campaign Disclosure Statements |
| 15 | CM | Continued Business | Update on airplane noise issues/Federal legislation |
| 16 | CM/PS | New Business | Public Safety review/recommendation of Sheriff's contract |
| 17 | CM | New Business | SCE update on outages/issues regarding notices/PRR on outages |
| 18 | CC | New Business | Council direction regarding Woolsey Fire funds |
| 19 | CC | New Business | Council Protocols |
| 20 | CC | New Business | Town Hall meeting with insurance commissioner |
| 21 | CC | New Business | Discussion and direction regarding a catalytic converter Ordinance |
| 22 | CC | Continued Business | Update on Strategic Priorities |
| 23 | CD | New Business | Development Code update regarding green LEED standards |
| 24 | PW | Consent | Contract award for ADA Curb Ramp & Sidewalk Replacement Project |
| 25 | CC | New Business | Issues impacting other communities regarding illegal exhasust on vehicles |
| 26 | CM | New Business | Solar Panel and Battery Backup Assessment at City facilities |
| 27 | CC | New Business | Formation of a water taskforce on equitable access to water |
| 28 | CD/PW | Continued Business | Planning and Environmental Commissions recommendation regarding Green Procurement Policy |
| 29 | CM/CA | New Business | Discussion regarding gun violence prevention |
| 30 | CD | Public Hearing | Adoption of updates to the Circulation and Safety Elements of the Calabasas 2030 General Plan |
| 31 | CD | New Business | Recommendation from the Planning Commission regarding Fire Hardening and Resilience Code Standards |
| 32 | PS | New Business | Use of technology (satellite phones) during emergencies |

2023 Meeting Dates

| | |
|--------------------------|----------------------------------|
| 22-Feb | 12-Jul-Canceled |
| 8-Mar | 26-Jul-Canceled |
| 22-Mar | 9-Aug |
| 29-Mar Special | 23-Aug |
| 12-Apr-Canceled-Passover | 13-Sep |
| 19-Apr Special | 27-Sep |
| 26-Apr | 11-Oct |
| 10-May | 25-Oct |
| 24-May | 8-Nov |
| 31-May Special | 15-Nov Special |
| 14-Jun-Canceled | 22-Nov-Canceled-Thanksgiving Eve |
| 21-Jun Special | 13-Dec Council Reorg |
| 28-Jun | 27-Dec-Canceled |