



CITY of CALABASAS

CITY COUNCIL AGENDA
REGULAR MEETING

WEDNESDAY, FEBRUARY 8, 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/87052629920?pwd=U2hBeHdobUVPN3pKNzEweUxDK3ptQT09>

Passcode: 811469

Webinar ID: 87052629920

Or iPhone one-tap:

US: +1-669-900-9128, 87052629920# or +1-346-248-7799, 87052629920#

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/87052629920?pwd=U2hBeHdobUVPN3pKNzEweUxDK3ptQT09>

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

The City Council reserves the right to alter the order of the agenda to allow for an effective meeting. Attendance at the entire meeting may be necessary to ensure interested parties hear a particular item. The public may speak on a closed session item prior to Council's discussion. To do so, a speaker card must be submitted to the City Clerk at least five minutes prior to the start of closed session. The City values and invites written comments from residents on matters set for Council consideration. **In order to provide councilmembers ample time to review all correspondence, any written communication must be submitted to the City Clerk's office before 5:00 p.m. on the Monday prior to the meeting. Note: Any written materials submitted to the City Council are public record under the Public Records Act.**

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

CLOSED SESSION - 6:00 P.M.

1. Conference with Labor Negotiator (Gov. Code § 54957.6)
City Negotiator: Kindon Meik, City Manager
Employees: All Unrepresented Employees
2. Conference with Legal Counsel - Anticipated Litigation
Pursuant to Government Code Section 54956.9(d)(2)
Number of Potential Cases: 1
The agency believes that facts creating significant exposure to litigation are not known to potential plaintiffs. (Gov. Code § 54956.9(e)(1))

OPENING MATTERS

Call to Order/Roll Call of Councilmembers
Pledge of Allegiance by Girl Scout Troop 3256
Approval of Agenda
Report on Closed Session

NEW BUSINESS

1. [Consideration and approval of appointments to the Historic Preservation, Library, Parks, Recreation & Education Commissions, and the Calabasas Community Foundation](#)
2. Introduction of Mayor's Youth Council members
3. Oath of Office to appointed Commissioners and Mayor's Youth Council Board

PRESENTATIONS

- Proclamation recognizing Black History Month
- [Regional Broadband Connectivity Project](#)
- [Sheriff's Crime Report - December 2022](#)

ANNOUNCEMENTS/INTRODUCTIONS

ORAL COMMUNICATION – PUBLIC COMMENT

CONSENT ITEMS

4. [Approval of January 25, 2023 meeting minutes](#)

5. Authorization to approve Amendment No. 3 for additional funding in the amount of \$150,000 and time extension to existing Professional Services Agreement with AppleOne Employment Services
6. Adoption of Resolution No. 2023-1837, authorizing continued remote teleconference meetings of the Calabasas City Commissions pursuant to Government Code Section 54953e
7. Recommendation to approve Amendment No. 1 to the emergency Professional Services Agreement with Newbury Park Tree Service for landscape maintenance services of the public work areas within the City of Calabasas, which will extend the contract duration until August 31, 2023, and increase the not to exceed amount to \$535,000
8. Adoption of Resolution No. 2023-1836, authorizing the City Manager to apply for and receive a CalFire Wildfire Prevention Grant 2023
9. Recommendation to award construction contract for the ADA Curb Ramp & Sidewalk Replacement Project, Specification No. 22-23-01, to FS Contractors, Inc. for the amount of \$821,000

NEW BUSINESS - CONTINUED

10. Annual update on the City's Tobacco Retailer Registration Program for 2022
11. Council discussion and consideration of conducting hybrid Commission meetings enabling Commissioners and the public to participate remotely or in-person

INFORMATIONAL REPORTS

12. Check Register for the period of January 14-27, 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 22, 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, HISTORIC PRESERVATION, LIBRARY, PARKS, RECREATION & EDUCATION, COMMISSIONS; AND THE CALABASAS COMMUNITY FOUNDATION BOARD

MEETING
DATE: JANUARY 25, 2023

SUMMARY RECOMMENDATION:

That the Council approve appointments to the, Historic Preservation, Library, Parks, Recreation and Education; and the Calabasas Community Foundation 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 Calabasas Community Foundation members serve three-year terms.

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

REQUESTED ACTION:

- 1) That the Council approve the following appointments:

For terms expiring November 2024

- a. Historic Preservation Commission: Matthew Huzaineh (Albrecht) and Carol Steffen (Weintraub);
- b. Parks, Recreation and Education Commission: Brad Klein (Kraut);

For term expiring November 2023

- c. Library Commission: Julie Shy-Sobol (Kraut);

For terms expiring November 2025

- d. The Calabasas Community Foundation: Dustin Baker and Guy Cohen (City Manager)

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
HISTORIC PRESERVATION COMMISSION			
MATTHEW HUZAINEH	ALBRECHT		YES/NEW
CAROL STEFFEN	WEINTRAUB	YES	YES
LIBRARY COMMISSION			
JULIE SHY-SOBOL	KRAUT		YES/NEW
PARKS, RECREATION AND EDUCATION COMMISSION			
BRAD KLEIN	KRAUT		YES/NEW
THE CALABASAS COMMUNITY FOUNDATION			
DUSTIN BAKER	COUNCIL		YES/NEW
GUY COHEN	COUNCIL		YES/NEW

RECEIVED

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



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: 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:

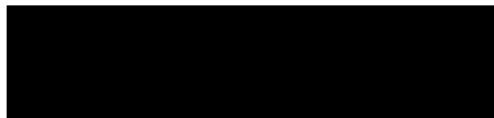
I have been a proud Traffic and Transportation Commissioner since 2019, and I truly wish to continue serving the City of Calabasas now that my appointer, Mary Sue Maurer, is retiring from the City Council.

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:



SIGNATURE OF APPLICANT

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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.



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- Public Safety Commission
- Traffic & Transportation Commission
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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: **N/A**

NAME: **Carol Steffen**

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: **Real Estate/Mortgage Broker** EMPLOYER: **Self-employed**

BUSINESS TELEPHONE: **see above cell no.**

BUSINESS ADDRESS: **same as above address**

TYPE OF BUSINESS: **Real Estate Finance and Development**

EDUCATION:

- BS Biochem & Biophysics - Oregon State University**
- BS Computer/Electrical Engineering - Oregon State University**
- Masters of Business Administration - UCLA**

CIVIC AFFILIATIONS:

**Calabasas Historic Preservation Commission - 2019 to present
Became Chairperson, Calabasas HPC, in 2022**

COMMUNITY INTERESTS:

**Historic preservation, housing safety & environment.
Completed trainings - California Preservation Foundation webinars:
Session 1 -9/22/22, 2 hr. training, including Brown Act
Session 2 -11/10/22, 4 hr. training, including preservation integrity**

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

I am seeking re-appointment to the HPC in order to move forward with the efforts our commission has been focussing on in past sessions. Of primary interest are: 1) maintaining and improving the condition and integrity of the Masson House, our #1 historical landmark, and 2) reviewing eligible historic properties in Calabasas. We have an excellent, engaged and active group of HPC commissioners and City staff committed to addressing these issues and achieving HPC's goals. I'm excited about the opportunity to continue as a commission member and will be honored to proceed with leading our group as chairperson to achieve HPC program objectives. Thank you for considering my re-appointment and for all your work in making Calabasas such a safe, involved community and a wonderful place to live!

November 22, 2022

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 mherandez@cityofcalabasas.com. For more information, please call (818) 224-1600.

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- 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: **Julie Shy-Sobol**

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: **Insurance**

EMPLOYER: **self**

BUSINESS TELEPHONE: [REDACTED]

BUSINESS ADDRESS: [REDACTED]

TYPE OF BUSINESS: **Insurance**

EDUCATION:

BS Communications Ohio University, Athens, Ohio

CIVIC AFFILIATIONS:

Previous 10 year Environmental Commissioner
Chamber of Commerce member and Ambassador
Calabasas Historical Society board member

COMMUNITY INTERESTS:

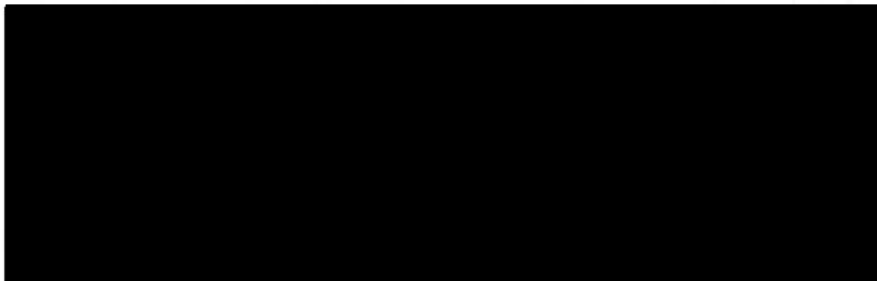
History
Environment
Education

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

Education is key to a thriving democracy. Resources are important especially in a quickly changing environment where learning takes place in non-traditional settings and ways. 'Times they are a-changing' wrote Bob Dylan and yes, they've already changed, but more change is coming. The Library is a place for the community to gather and learn, so it is an important part of the city's education outreach and ultimately, the city's long term success.

January 13, 2023

DATE:



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- Traffic & Transportation Commission
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- Student Member Name of School: _____ Grade: _____
- Other: _____

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

If yes, when:

NAME: **Brad Klein**

ADDRESS: [REDACTED]

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

HOME PHONE: [REDACTED]

CELL PHONE: [REDACTED]

E-MAIL:

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

OCCUPATION: **Landscape contractor** EMPLOYER: **Self**

BUSINESS TELEPHONE: [REDACTED]

BUSINESS ADDRESS: [REDACTED]

TYPE OF BUSINESS: **Landscape design and construction**

EDUCATION:

B.A. in Spanish University of Wisconsin, Madison.

CIVIC AFFILIATIONS:

COMMUNITY INTERESTS:

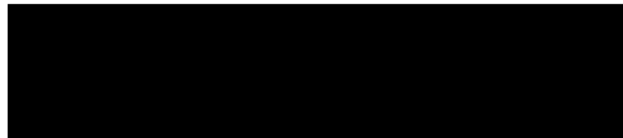
Beautification

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

I would like to help the city of Calabasas with naturally beautification of the city in a more sustainable effort including plantings, irrigation and overall look.

1/31/2023

DATE:



SIGNATURE OF APPLICANT

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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: **Dustin S. Baker**

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: **Attorney**

EMPLOYER: **Goodwin Procter LLP**

BUSINESS TELEPHONE: [REDACTED]

BUSINESS ADDRESS: [REDACTED]

TYPE OF BUSINESS: **Law Firm**

EDUCATION:

American University
Boston College Law School

CIVIC AFFILIATIONS:

Big Brothers Big Sisters;

COMMUNITY INTERESTS:

Member of Swim & Tennis Center; Co-Work from Calabasas; Raising two children in Calabasas

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

I am married with two children (2 1/2 and 9mo) and grew up in Calabasas. I've been involved in the community since a young age, culminating with my time as president at CHS. Following law school I continued to live in the Northeast and after starting a family knew that I had to uproot and return to Calabasas. I want to dedicate my time and energy to this because I believe in the promise of Calabasas. I know that the skills and experience I have to bear will make me an asset to the community at-large and my fellow board members.

I am a corporate attorney now, have served on charitable boards (and counseled), and have previous experience in campaign finance, including serving as the finance director for a congressional campaign that raised several million dollars. I believe my service and entrenched interest in (and love for) Calabasas, my knowledge as an attorney, and my experience as a fundraiser make me well equipped to contribute to the mission and goals of this new project.

10/16/22

DATE:

Dustin Baker

Digitally signed by Dustin Baker
Date: 2022.10.16 15:44:50 -07'00'

SIGNATURE OF APPLICANT

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CLICK TO EMAIL APPLICATION

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- 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: **Friday**

NAME: **Guy Cohen**

ADDRESS: [REDACTED]

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

HOME PHONE: 8 [REDACTED] CELL PHONE: **same**

E-MAIL: [REDACTED]

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

OCCUPATION: **CEO / Co-owner** EMPLOYER: **Wonder**

BUSINESS TELEPHONE: **same**

BUSINESS ADDRESS: [REDACTED]

TYPE OF BUSINESS: **Information Technology**

EDUCATION:

CIVIC AFFILIATIONS:

None

COMMUNITY INTERESTS:

Everything from the Library, to the Kids Club, to Summer Concerts, to restaurant development, to the farmers market (I love our community)

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

As a lifelong Calabasian I love this city and want to give back to that which has given me so much. Being raised here, went Bay Laurel (where my kids will start next year), walked the lake every weekend, worked out at the swim & tennis center, saw movies at the commons, trick or treated in Calabasas Hills, and of course waited in line for the new harry potter book to come out at Barnes and Noble. Now as an adult with 3 children, we moved back from NYC to raise our family here - there is no better place. My wife also grew up here and went to middle and high school with me. We were so excited to come back. My kids go to the Montessori on Valmar, play soccer at CHS on the weekends, walk the lake every weekend, I have an office in old town. I want to help Calabasas keep thriving.

10/13/2022

DATE:

SIGNATURE OF APPLICANT

[Redacted Signature]

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.



OFFICE OF THE SHERIFF

COUNTY OF LOS ANGELES

HALL OF JUSTICE

ROBERT G. LUNA, SHERIFF
(818) 878-1808



January 4, 2023

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

Dear Mr. Meik:

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

I. CRIME STATISTICS

CRIME	CURRENT MTH	YTD 2022	YTD 2021	CHANGE
Homicide	0	0	0	0
Rape	0	4	11	-7
Robbery				
Armed	0	3	3	0
Strong-Arm	1	6	12	-6
Assault	1	14	9	5
Burglary				
Residential	5	51	42	9
Business	0	25	18	7
Garage/Out-Building	1	11	6	5
Vehicle (locked)	3	57	52	5
Theft				
Grand (\$950 +)	5	73	60	13
Petty	11	60	61	-1
Vehicle (unlocked)	7	49	76	-27
Grand Theft Vehicle	2	34	25	9
Arson	0	3	5	-2
Domestic Violence Felony	0	6	3	3
Total Part I Crimes	36	396	383	+13
Percent Change				+3.4%
Domestic Violence Misdemeanor	2	40	45	-5
Swatting	0	2	2	0

211 WEST TEMPLE STREET, LOS ANGELES, CALIFORNIA 90012

A Tradition of Service
— Since 1850 —

CRIME	YTD 2019	YTD 2020	YTD 2021	YTD 2022
Homicide	1	0	0	0
Rape	3	6	11	4
Robbery				
Armed	7	5	3	3
Strong-Arm	7	8	12	6
Assault	4	12	9	14
Burglary				
Residential	43	19	42	51
Business	20	11	18	25
Garage/Out-Building	15	7	6	11
Vehicle (locked)	71	49	52	57
Theft				
Grand (\$950 +)	50	26	60	73
Petty	69	46	61	60
Vehicle (unlocked)	36	56	76	49
Grand Theft Vehicle	26	31	25	34
Arson	2	2	5	3
Domestic Violence Felony	6	7	3	6
Total Part I Crimes	360	285	383	396
Percent Change		-20.8%	+34.4%	+3.4%
Domestic Violence Misdemeanor	28	42	45	40
Swatting	1	6	2	2

YTD = January 1 to December 31

Percent Change = comparison of current YTD Part 1 Crime total to previous YTD Part 1 Crime total, example: YTD 2020 Part 1 Crime total (285) compared to YTD 2019 Part 1 Crime total (360) is a decrease of 20.8%.

II. NOTEWORTHY INCIDENTS

A Canoga Park resident was arrested for assault in the 4700 block of Commons Way. The victim, a security guard at the location, told the suspect that begging in front of the location was not allowed and escorted the suspect off the property. The suspect then assaulted the victim with his hands and threatened the victim with a switch blade. (22-06666)

Two residential burglaries were reported in the 4300 block of Park Blu during the same date and time frames. The homes are next to each other and entry into the homes were through a smashed rear sliding glass door. The master bedrooms and closets were ransacked. Video footage showed two males wearing dark clothing, masks and gloves. (22-06920, 06921)

Three incidents of theft of catalytic converters were reported this month. The incidents occurred in the 4000 block of Las Virgenes Road, 5400 block of Ruthwood Drive and the 23500 block of Calabasas Road. Vehicles targeted were a 1999 Ford F250 pickup (attempt), two 2016 Collins school buses, and two 2016 Ford 2500 buses. In one incident, the victim heard a noise coming from the front of the residence and went outside. The victim saw two males, approximately 20 years old, attempting to steal the catalytic converter from his vehicle. The suspects fled in a gray SUV. (22-06644, 06794, 06908)

Two incidents involving the theft of wallets occurred at the same business in the 23700 block of Calabasas Road. The victims left their purses on the shopping cart and when they went to pay, they noticed their wallets stolen. In one incident, the victim's stolen credit card was used at Neiman Marcus. A similar incident was reported at another business in the 4700 block of Commons Way. (22-06651, 06738, 06951)

III. TRAFFIC

See attached.

IV. AGENDIZED CAR

See attached

V. CRIME PREVENTION

See attached

VI. JUVENILE INTERVENTION TEAM

See attached.

VII. ARREST STATISTICS

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

	YEAR TO DATE 2022		CURRENT MONTH DECEMBER	
	ADULT	JUVENILE	ADULT	JUVENILE
Criminal Homicide	0	0	0	0
Forcible Rape	0	0	0	0
Robbery	4	0	0	0
Aggravated Assault	8	0	1	0
Burglary	1	0	0	0
Larceny Theft	13	4	3	0
Grand Theft Auto	1	0	0	0
Arson	2	0	0	0
Forgery	3	0	0	0
Fraud and NSF checks	7	0	0	0
Sex Offenses, Felonies	1	0	0	0
Sex Offenses, Misdemeanors	2	0	0	0
Non-Aggravated Assaults	14	1	0	0
Domestic Violence, Felony	1	0	0	0
Domestic Violence, Misd.	26	0	1	0
Weapon Laws	15	1	0	0
Offenses Against Family	1	0	0	0
Narcotics	47	1	4	0
Liquor Laws	0	0	0	0
Drunk/Alcohol/Drugs	16	0	4	0
Disorderly Conduct	1	0	0	0
Vagrancy	0	0	0	0
Gambling	0	0	0	0
Drunk Driving Vehicle/Boat	24	0	1	0
Vehicle/Boating Laws	49	0	3	0
Vandalism	5	3	0	0
Warrants	81	0	4	0
Receiving Stolen Property	2	0	0	0
Federal Offenses W/O Money	0	0	0	0
Federal Offenses With Money	0	0	0	0
Felonies, Miscellaneous	3	0	0	0
Misdemeanors, Miscellaneous	18	0	1	0
ARREST TOTALS	345	10	22	0

Sincerely,

ROBERT G. LUNA, SHERIFF



Jennifer L. Seetoo, Captain
Malibu/Lost Hills Station

**LOST HILLS JUVENILE INTERVENTION UNIT
ACTIVITY REPORT FOR DECEMBER 2022
CALABASAS**

SCHOOL ISSUES

Assisted Calabasas High School re: Fight on campus. Assisted AE Wright Middle School re: Student making suicidal statements on campus.

INTERVENTIONS

Conducted Follow-ups with parents/juveniles re: ongoing investigations for Assaults/Battery incidents on school campus.

COMMUNITY / CRIMINAL ISSUES

1. We spoke with numerous citizens and parents who called to question various juvenile concerns and issues in the community. We also provide the parents with resource programs within our community.
2. We inquired with the Sylmar Juvenile Court District Attorney regarding the investigation and filing of criminal charges against juvenile offenders.
4. Met with Captain Jennifer Seetoo throughout the month to keep her up to date regarding our unit's investigations and current juvenile issues within our city.
5. Entered juveniles into the Juvenile Automated Index system for various violations.
6. We-investigated, prepared, and filed cases with the District Attorney's office. We additionally assisted other investigators in the preparation of cases for court.
7. Met with station narcotic detectives to exchange information regarding juvenile and drug related issues.
8. Handled the processing and follow-up of various juvenile referrals brought to the attention of this unit for various juvenile contacts with uniform personnel.
9. Conducted our normal checks of juvenile problem areas in the city during weekend evenings and responded to juvenile related calls for service.
10. Conducted Tobacco Sting Operation.
11. Registered 8 sexual predators and updated information in database.
12. Month End Reports completed.
13. Assisted Records Sealing Unit with several cases.
14. Assisted Patrol re: CARP, backfill behind patrol/shortage, mandatory overtime.
15. LVUSD on Holiday/Winter Break 12/23/22 – 01/06/23



COLLISION SUMMARY*	This Month	Month Year Prior	Total YTD	Total Prior YTD	Change +/-
Total Collisions - Excluding Private Property	4	13	92	146	-54
Fatal Collisions	0	0	0	0	0
Injury Collisions	1	7	27	52	-25
Property Collisions	3	6	65	94	-29
Private Property Collisions	0	2	17	31	-14
DUI Collisions with Injuries	0	1	0	4	-4
DUI Collisions with Property Damage	0	1	2	4	-2
Total Pedestrian Collisions	0	1	0	3	-3
Pedestrians Killed	0	0	0	0	0
Pedestrians Injured	0	1	0	3	-3
Total Hit & Run Collisions	2	3	20	22	-2
Hit & Run Fatalities	0	0	0	0	0
Hit & Run Injuries	0	1	1	2	-1
Hit & Run Property Only	2	2	19	20	-1
CITATION SUMMARY*	This Month	Month Year Prior	Total YTD	Total Prior YTD	Change +/-
Traffic Total	86	231	1795	3235	-1440
Hazardous Violations	43	124	990	1966	-976
Non-Hazardous Violations	30	45	480	645	-165
Parking Violations	12	56	305	585	-280
DUI Arrests	1	6	20	39	-19

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

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

Traffic Analysis Report

1/12/2023 City of CALABASAS

Date Range Reported: 12/1/2022 to 12/31/2022

	This Period	Year-to-Date
Total Collisions	4	157
Total Collisions Involving Fatality	0	0
Total Collisions Involving Injury	1	48
Total Collisions Involving Property Damage	3	109
Total Fatalities	0	0
Total Injuries	1	65
Total DUI Collisions	0	9
DUI Collisions Involving Fatality	0	0
DUI Collisions Involving Injury	0	3
DUI Collisions Involving Property Damage	0	6
Total DUI Fatalities	0	0
Total DUI Injuries	0	6
DUI Arrests	1	21
Total Non-DUI Collisions	4	148
Non-DUI Collisions Involving Fatalities	0	0
Non-DUI Collisions Involving Injuries	1	45
Non-DUI Collisions Involving Property Damage	3	103
Total Non-DUI Fatalities	0	0
Total Non-DUI Injuries	1	59
Private Property Collisions	0	30
Total Bicycle Collisions	0	2
Total Pedestrian Collisions	0	2
Total Citations	72	2313
Hazardous Citations	42	1980
Non-Hazardous Citations	30	333
Seat Belt Citations	0	5
Child Restraint Citations	0	2
Traffic Enforcement Index	42.0	41.3
Traffic Collision Index	3.0	2.3
DUI Index	0	7.0
Safety Restraint Index	0	0.00
Most Frequent Primary Collision Factor	Unsafe Speed	Improper Turning
Most Frequently Cited Violation	_E REGISTRATION REQUIRED	22350: UNSAFE SPEED

Footnotes:

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

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

*City of CALABASAS
Date Range Reported: 12/1/2022 to 12/31/2022*

Total No. of Collisions: 4 Injury: 1 Non-Injury: 3 Fatal: 0 Private Property: 0

Total No. of Citations: 73 Hazardous Cites: 43 Non-Hazardous Cites: 30

Collisions by Reporting Districts

<u>Reporting District</u>	<u>No.</u>	<u>Location</u>
2242	1	at Las Virgenes Rd and Willow Glen Street
2246	2	at Separate Locations
2248	1	at Mulholland Hwy (E) and Old Topanga Canyon Rd

Collision Occurred Most Frequently On:

<u>Street Name</u>	<u>Number of Collisions</u>
Las Virgenes Rd 1 at Willow Glen Street	1
Old Topanga Canyon Rd 1 at Mulholland Hwy (E)	1
Parkway Calabasas 1 at Park Granada	1
Prado De Las Flores 1 at Prado De Amor	1

Primary Collision Factors:

<u>Violations</u>	<u>Description</u>	<u>Number of Collisions</u>
22350	Unsafe Speed	2
22107	Unsafe Turning Movement	2

Violations Most Frequently Cited:

<u>Violations</u>	<u>Description</u>	<u>Number of Citations</u>
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4000(a)(1)	Vehicle Registration Required	18
22350	Unsafe Speed	14
22450(a)	Failure To Stop For Posted Stop Sign	13
12500(a)	Unlicensed Driver	11
26708(a)(5
23123(a)	Using Wireless Hand Held Phone While Driving	4
24252(a)	Maintain Required Lighting	4
16028(a)	Proof Of Financial Liability-Traffic Accident	3
22349(a)	Speeding, Excess Of 65 Mph	2
5200(a)	License Plates, Two On A Vehicle Front/Rear	2
14601.1(a)	Driving With Suspended License	1
21201(d)(1
21453(a)	Red Signal; Failure To Stop	1
21460(a)	Double Yellow Lines; Drive To The Left Of	1
21801(a)	Left Turns Or U-Turns Yield To Other Vehicles	1
22100.5	U-Turn From Left Lane	1
22101(d)	Req'd Or Prohibited Turn; Fail To Obey Sign	1
22106	Unsafe Start Or Backing	1
22107	Unsafe Turning Movement	1
22108	Turn Violation; Duration Of Signal 100 Feet	1
23103(a)	Reckless Driving	1
23123A		1
23152(a)	Dui; Alcohol	1
23222(a)	Possess Open Container While Driving	1
24409(a)	Failure To Dim, 500 Feet Of Approaching Vehicle	1
25620(a)	Open Alcohol Container	1
27150(a)	Adequate Muffler Required	1
27151(a)	Exhaust System Modified	1
2800(b)(1)	Refusal To Obey Out Of Service Order	1
4454(a)	Registration Card Kept With Vehicle	1
4461(b)	Disabled Person Placard, Lend/Allow Improper Use	1
4463(a)	False Evidence Of Reg, W/Intent To Defraud	1
4463.5		1
5201(a)	License Plates, Securely Attached And Visible	1
5204(a)	Current Month And Year Tabs Attached	1

Collisions Involving Pedestrians: 0

Most Frequent Violations

Collisions Involving Bicyclists: 0

Most Frequent Violations

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

Monthly Traffic Collision Report

1/12/2023 City of CALABASAS

Date Range Reported: 12/1/2022 to 12/31/2022

Collisions

Total Non-Injury Collisions	7
Total Injury and Fatal Collisions	1
Total Collisions (Injury + Non-Injury)	8

DUI Collisions

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

Non-DUI Collisions

Number of Non-DUI Collisions with Fatalities	0
Number of Non-DUI Collisions with Injuries	1
Number of Non-DUI Collisions Involving Property Damage	7
Total Number of Non-DUI Collision Deaths	0
Total Number of Non-DUI Collision injuries	1

Vehicle/Pedestrian Collisions

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

Vehicle/Bicycle Collisions

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

Hit & Run Collisions

Total Number of Hit & Run Fatalities	0
Total Number of Hit & Run Injuries	0
Total Number of PDO Hit & Run Collisions	2

Traffic Citations

Total Number of Radar Citations Issued	0
Total Number of Bicycle Citations Issued	1
Total Number of Pedestrian Citations Issued	0
Total Number of Safety Belt Citations Issued	0
Total Number of Child Restraint Citations Issued	0
Total Number of Financial Responsibility Citations Issued	3
Total Number of Hazardous Citations Issued	42
Total Number of Non-Hazardous Citations Issued	30
Total Number of Citations Issued	72

Parking Citations

Total Number of Parking Citations Issued	0
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Miscellaneous

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

Enforcement Index

Enforcement Index	42.0
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**MINUTES OF A REGULAR MEETING OF
THE CITY COUNCIL OF THE CITY OF CALABASAS, CALIFORNIA
HELD WEDNESDAY, JANUARY 25, 2023**

Mayor Shapiro called the meeting 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: Bezdecny, Hernandez, Klein, Meik, Mendoza, Russo, Summers and Yalda

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Councilmember Ed Albrecht.

Mayor Shapiro expressed his pain for the recent mass shootings and asked for a moment of silence for the lives tragically lost.

APPROVAL OF AGENDA

Mayor Shapiro stated Item No. 5 would be removed from the 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

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

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

Councilmember Kraut moved, seconded by Mayor pro Tem Weintraub to approve Item No. 1. MOTION CARRIED 5/0 as follows:

Andrea Elliott spoke on Item No. 1.

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

2. Oath of Office to appointed Commissioners

Mayor Shapiro administered the Oath of Office to appointed Commissioners.

PRESENTATIONS

- By the Los Angeles County Fire Department

Chief Drew Smith presented an update.

Elizabeth Cortez spoke on this presentation.

- Proclamation recognizing January as Human Trafficking Prevention Month

Mayor Shapiro presented Proclamation in recognition of Human Trafficking Prevention Month.

ANNOUNCEMENTS/INTRODUCTIONS

Members of the Council made the following announcements:

Councilmember Albrecht:

- Extended an invitation to the Calabasas Chamber of Commerce Installation Gala & Casino Night on January 28 at the Country Club. Mayor Shapiro will be

- presiding and Kathleen Sterling would be awarded the Spirit of Calabasas award.
- Encouraged everyone to visit Regency Theatres at the Calabasas Commons.

Councilmember Bozajian:

- Extended an invitation to a virtual workshop regarding the AHCCC on January 30.

Councilmember Kraut:

- Reminded everyone that a drought is still being experienced and encouraged everyone to transition to drought tolerant landscaping.

Mayor pro Tem Weintraub:

- Reflected on the many tragic shootings that have occurred in the last 25 days and asked that everyone show support and take action.
- Expressed her disappointment with LAHSA's Homeless Count on January 24 as there were a lot of issues with the maps they provided and a complex mobile app that was not functioning.
- Extended an invitation to a public safety presentation hosted by the City and the Lost Hills Sheriff's representatives on February 2.

Mayor Shapiro:

- Shared that family friends have been affected by the recent shooting in Monterey Park.
- Congratulated CHS for being recognized by the College Board for female inclusion in AP STEM classes.
- Shared that LVUSD is participating in Kindness for Kate in honor of former School Board Member Katheryn Vahedra.

ORAL COMMUNICATIONS – PUBLIC COMMENT

Mark Levinson, Salvador Plasencia, Trang Pham, Marty Fadaei and Marisol Espinoza spoke during 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:** Lucy Martin, Jerry Viner and John Suwara (alternate)
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

Mayor pro Tem Weintraub requested Item No. 8 be pulled from Consent.

Councilmember Kraut reiterated Item No. 5 was removed from the agenda.

Mr. Yalda and Ms. Bezdecny addressed the City Council regarding Consent Item No. 8.

Andrea Elliott spoke on Item. No. 8.

After discussion, Councilmember Kraut moved, seconded by Councilmember

Albrecht to approve Consent Item Nos. 1-4 and 6-8. MOTION CARRIED 5/0 as follows:

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

NEW BUSINESS-CONTINUED

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

Mr. Klein presented the report.

Timothy Dodd, Joe Chilco and Mark Citron spoke on this Item.

After extensive discussion, direction was provided to staff.

INFORMATIONAL REPORTS

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

In regard to inquiry from Councilmember Bozajian about late reporting of landscape maintenance districts accounts, Mr. Meik confirmed that such matter is not related to the check register.

No action taken on this Item.

TASK FORCE REPORTS

Councilmember Kraut reported his attendance to a League of California Cities TCPW Policy Committee meeting on January 12 and attendance to a follow up meeting on January 27.

Councilmember Albrecht expressed he is looking forward to participating on several upcoming events as well as the Headwaters Corner Board of Directors meeting.

Councilmember Bozajian reiterated that the Calabasas Chamber of Commerce is hosting an Installation Gala & Casino Night on January 28 at the Country Club. Additionally, he announced a virtual workshop to discuss the future of the AHCCC and roof repairs on January 30.

Mayor pro Tem Weintraub reported she participated in a COG meeting to discuss priorities for 2023.

Mayor Shapiro reported he attended the Valley Economic Alliance Board meeting and various SCAG meetings. He also reported his upcoming attendance to public safety presentation hosted by the City and the Lost Hills Sheriff's representatives on February 2.

CITY MANAGER'S REPORT

Mr. Meik reported that an SCE representative will be scheduled for an upcoming Council meeting. He also reminded everyone about the Calabasas Neighbors in Need program through the Rotary Club. Lastly, he reported his participation in a tabletop discussion with Assistant Fire Chief Drew Smith, Bennett Cummings and others regarding Zonehaven.

FUTURE AGENDA ITEMS

Mayor pro Tem Weintraub requested a discussion regarding inconsistencies on the COG and what representatives are authorized to vote on. Mayor Shapiro seconded the request. Councilmember Kraut also concurred with the request and requested that the discussion include the League of CA Cities Committees. Lastly, Mayor pro Tem Weintraub requested that SCE and AT&T provide updates regarding recent outages. Councilmember Kraut seconded the request.

Councilmember Bozajian requested that the Public Safety Commission expedite the review of the Sheriff's existing contract and make recommendations for to request additional services. Additionally, he requested that a Sheriff Deputy be present at all City Council meetings for the entire duration. Lastly, he would like for the Budget Taskforce to provide a cost breakdown to contract a lobbyist.

ADJOURN

The City Council adjourned at 9:39 p.m. to a regular meeting scheduled on Wednesday, February 8, 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 26, 2023

TO: HONORABLE MAYOR AND COUNCILMEMBERS

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

**SUBJECT: AUTHORIZATION TO APPROVE AMENDMENT NO. 3, FOR
ADDITIONAL FUNDING IN THE AMOUNT OF \$150,000 AND TIME
EXTENSION TO EXISTING PROFESSIONAL SERVICES AGREEMENT
WITH APPLEONE EMPLOYMENT SERVICES**

MEETING DATE: FEBRUARY 8, 2023

SUMMARY RECOMMENDATION:

That the City Council approve Amendment No. 3 for additional funding in the amount of \$150,000 and time extension to existing Professional Services Agreement (PSA) with AppleOne Employment Services for temporary employees working at the City.

BACKGROUND:

On October 14, 2021, a Professional Services Agreement with AppleOne Employment Services in the amount of \$60,000 was approved by the City Manager for a one-year term for temporary employment services.

On March 30, 2022, the City Council approved Amendment No. 1 for additional funding to Professional Services Agreement with AppleOne Employment Services for a not-to-exceed amount of \$100,000.

On August 10, 2022, the City Council approved Amendment No. 2 for additional funding to Professional Services Agreement with AppleOne Employment Services for a not-to-exceed amount of \$150,000.

DISCUSSION/ANALYSIS:

This amendment is required to fund and extend the time of the current PSA that was approved on October 14, 2021. The requested funding and time extension will cover expenses through July 30, 2023.

The additional funding is needed to cover temporary employment services of temporary employees for the receptionist at City Hall; one executive assistant in the Community Development Department; and one executive assistant in the Community Services Department.

FISCAL IMPACT/SOURCE OF FUNDING:

Funding Source: 50-521-525200

REQUESTED ACTION:

Staff requests that City Council approve Amendment No. 3 for additional funding in the amount of \$150,000 and time extension to the existing Professional Services Agreement (PSA) with AppleOne Employment Services.

ATTACHMENTS:

- A: Amendment No. 3 to Professional Services Agreement
- B: Original Professional Services Agreement

ITEM 5 ATTACHMENT A
AMENDMENT No. 3 TO PROFESSIONAL SERVICES AGREEMENT
(City of Calabasas and AppleOne Employment Services)

This Amendment No. 3 (“Amendment”) to Professional Services Agreement (“Agreement”) is made on this 10th day of August 2022, at Calabasas, California, by and between the City of Calabasas, a municipal corporation, 100 Civic Center Way, Calabasas, California 91302 (“City”) and AppleOne Employment Services (“Contractor”).

This “Amendment” modifies the original Agreement between the “City” and the “Contractor” dated October 14, 2021 in the following fashion:

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

3.4 “Expiration Date”: July 30, 2023.

Section 4 of the Agreement is also amended to incorporate the new Expiration Date.

- D. **City and Contractor desire to amend the Agreement by modifying Section 4 so that the total compensation and costs payable to Contractor under this Agreement is a not-to-exceed sum of \$460,000.**
- E. City and Contractor/Consultant desire to amend the Agreement by modifying Section 5 – Consultant/Contractor’s Services to include those additional services as set forth in Contractor/Consultant’s [Month, Day, Year] proposal to City attached hereto as Exhibit [C-1] and incorporated herein by this reference.

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

“City”
City of Calabasas

“Contractor”
AppleOne Employment Services

By: _____
David J. Shapiro, Mayor

By: _____
Michael A. Hoyal, Chief Financial Officer

Date: _____

Date: _____

By: _____
Kindon Meik, City Manager

Date: _____

By: _____
Maricela Hernandez, MMC
City Clerk

Attest:

By: _____
Maricela Hernandez, MMC
City Clerk

Date: _____

Approved as to form:

By: _____
Matthew T. Summers, City Attorney

Date: _____



CITY of CALABASAS

ITEM 5 ATTACHMENT B
PROFESSIONAL SERVICES AGREEMENT

CONTRACT SUMMARY

Name of Contractor:	AppleOne Employment Services
City Department in charge of Contract:	City Clerk
Contact Person for City Department:	Maricela Hernandez, City Clerk
Period of Performance for Contract:	October 11, 2021-October 11, 2022
Not to Exceed Amount of Contract:	\$60,000
Scope of Work for Contract:	Temporary Employment Services

Insurance Requirements for Contract:

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

If yes, please provide coverage amounts:

yes no - Is Auto insurance required in this contract?

If yes, please provide coverage amounts:

yes no - Is Professional insurance required in this contract?

If yes, please provide coverage amounts:

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

If yes, please provide coverage amounts:

Other:

Proper documentation is required and must be attached.



CITY of CALABASAS

PROFESSIONAL SERVICES AGREEMENT (LOW RISK)

This agreement is entered into by and between the City of Calabasas ("City") and **AppleOne Employment Services** ("contractor").

1. Contractor represents that he or she is fully qualified to perform the requested services and is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this agreement.
2. The services to be performed are described either in Exhibit A attached hereto or as follows:

Temporary Employment Services

3. Contractor's work schedule shall be **Determined on as needed basis**
4. Contractor's compensation shall not exceed **\$60,000 (Sixty Thousand Dollars)**
5. The agreement commences **October 11, 2021**, and expires **October 11, 2022**, unless the agreement is terminated earlier by City. No cause or notice is required for termination of this agreement.
6. Contractor shall provide only the services described herein. Any change in the services of contractor requires an amendment to the agreement signed by contractor and City.
7. Contractor shall perform the requested services in a safe and professional manner. During the performance of this agreement, contractor shall not violate any law, rule, regulation, policy, or ordinance of the City, county, state or federal government, including but not limited to any that pertains to workplace safety, grooming and professionalism, and the prohibition of discrimination, harassment, workplace violence, or misuse of City property.
8. Contractor is, and shall at all times remain as to City, a wholly independent contractor. Contractor 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 contractor except as set forth in this agreement. Contractor shall not represent that he or she is in any manner an employee of City.
9. All data, documents, discussion, or other information developed or received by contractor or provided for performance of this agreement are deemed confidential and shall not be disclosed by contractor 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 the agreement.
10. To the fullest extent permitted by law, contractor shall indemnify, hold harmless, and defend City, its officers, agents, employees, and volunteers, from and against any and all claims, losses, costs, and expenses due to the death or injury to any person and injury to any property resulting from any intentional, reckless, negligent, or otherwise wrongful acts, errors, or omissions of contractor in the performance of this agreement. Such costs and expenses include reasonable attorney's fees incurred by counsel of City's choice.

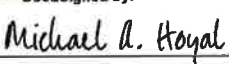
The provisions of this indemnity provision are intended by the parties to be interpreted and construed to provide City with the fullest protection possible under the law. Contractor acknowledges that City would not enter into this agreement in the absence of contractor's commitment to indemnify and protect City as set forth herein.

- 11. The contractor is not eligible to drive City-leased or owned vehicles. If contractor is required to use his or her own vehicle during the performance of services under the agreement, contractor must provide proof of automobile insurance. Under certain circumstances a contractor may be required to obtain additional general liability and/or automobile policies of insurance. 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. If the contractor has employees, the contractor must carry worker's compensation insurance as required by state law.
- 12. Contractor has no authority to bind City and shall not make any representations that he or she is an employee or agent of City. Any business cards issued to contractor are for the purpose of identification only.
- 13. Contractor shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary in the performance of this agreement.
- 14. In the performance of this agreement; contractor shall not discriminate against or harass any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, domestic partner status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition.

CONTRACTOR:

Howroyd-wright Employment Agency, Inc.
dba AppleOne Employment Services

Contractor Name

DocuSigned by:

 Signature REF: 10AC150487...

10/13/2021
Date

(Note: If contractor is under 18 years of age, there must be an accompanying parent or legal guardian signature)


N/A
Parent/Guardian Name

Signature

Date

CITY OF CALABASAS:

Maricela Hernandez, City Clerk


Signature

10/14/2021
Date

Kindon Meik, City Manager


Signature

10/14/2021
Date

City of Calabasas
 100 Civic Center Way
 Calabasas, CA 91302
 (818) 224-1600; fax (818) 225-7324

EXHIBIT "A"

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).

Temporary Employee Name

Temporary Employee Signature

Date

EXHIBIT B

PRICING

TEMPORARY FEES:

Candidate will start out as a temporary associate. We will charge an hourly bill rate of **\$28.80 to \$32.00 per hour (DOE) for the Office Assistant position**. This will be negotiated based on the candidate's hourly pay rate and qualifications. The bill rate will include all applicable state and federal taxes, as well as workers' compensation and related administrative costs. If you choose to convert the person into your permanent employee, the following liquidation/conversion fee will apply.

LIQUIDATION/CONVERSION:

Client may convert any AppleOne temporary employee to a Permanent employee according to the following fee schedule:

HOURS COMPLETED	LIQUIDATION/CONVERSION FEE
1-240 Hours	20% of Starting Annual Salary
241-480 Hours	15% of Starting Annual Salary
481-719 Hours	10% of Starting Annual Salary
720+ Hours	5% of Starting Annual Salary

DIRECT HIRE FEES

Should Client directly hire an AppleOne candidate, AppleOne will invoice Client according to the following fee schedule:

JOB CLASSIFICATION	PERCENTAGE (%) OF ANNUALIZED SALARY
All Positions	20%

Client agrees that payment for Services is due net ten (10) calendar days following receipt of invoice or the candidate's start date, whichever is later. Client understands and agrees that a default charge of one and one-half percent (1.5%) per month may be imposed on any balance, which remains unpaid after 30 days from the invoice date. Client agrees to pay any such default charges and attorney's fees for the costs of collection.

DIRECT HIRE GUARANTEE

AppleOne's Direct Hire Guarantees are contingent upon the timely payment of fees according to the terms set forth in this Agreement and only for straight Direct Hire candidates, not temp-to-hire positions. Direct Hire Guarantees may only be applied one time per original placed candidate.

- **30 Calendar Day – Free Replacement:** Upon termination or resignation of the original candidate within the first 30 calendar days of employment, AppleOne will provide a one-time free replacement for the same vacated position or a full refund of the original paid Direct Hire Fee.
- **31-90 Calendar Day – Free Replacement or Prorated Refund:** Upon termination or resignation of the original candidate between 31 and 90 calendar days, AppleOne will provide a one-time free replacement for the same vacated position or prorate the originally paid Direct Hire Fee based on the number of calendar days the candidate was employed (1/90th of the fee per calendar day) and refund the remaining amount.
- **91 Calendar Days to Five (5) Years – 50% Discount:** Upon termination or resignation of the original candidate between 91 calendar days and up to five (5) years, a 50% credit allowance from the original fee will be applied to the new fee for refilling that same vacated position (\$2,000 minimum refill fee applies). If the original candidate is promoted or relocated between 91 calendar days and up to five (5) years, a 50% credit allowance from the original fee will be applied to the new fee for refilling that same vacated position (\$2,000 minimum refill fee applies).

The replacement guarantee is satisfied when AppleOne presents up to a maximum of five (5) replacement candidates to Client who AppleOne determines meets the original job specifications of the original position. Once AppleOne makes those five (5) presentations, its obligations under the guarantee are met, whether Client chooses to hire one of the candidates presented or not.

The 5•50 Assurance Plan is not available in the event of unlawful conduct of the employer, harassment of the employee, or other conditions or events not in keeping with a professional and safe working environment.

- Liquidation is not transferable to any third party who is a competitor of AppleOne.
- AppleOne temporary employees must work at the job site of the original assignment. An authorized AppleOne representative must approve, in writing, any change in job site or job duties in advance of such change.

By (Please Print): Kindon Meik Title: City Manager

Signature:  Date: 10/14/2021

Waiver of Bid Requirement
(City of Calabasas and AppleOne)

In accordance with the Calabasas Municipal Code, Section 3.40.090 – Sole-source purchasing, AppleOne has been identified by the undersigned as the only provider for the purchasing of a particular item or service, and can hereby be awarded the contract without competition.

Description of supplies, equipment, or service being exempted from complete bidding / pricing: In addition to the long-term working relationship with the City, AppleOne's has vast experience in providing temporary staffing services.

"City"
City of Calabasas

By: 
Kindon Meik, City Manager

Date: 10/14/2021

"Contractor / Supplier"
AppleOne

By: 
Name of Contractor / Supplier

Date: 10/13/2021



CITY of CALABASAS
CITY COUNCIL AGENDA REPORT

DATE: JANUARY 26, 2023

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: KINDON MEIK, CITY MANAGER

BY: MARICELA HERNANDEZ, MMC, CPMC, CITY CLERK

SUBJECT: ADOPTION OF RESOLUTION 2023-1837, AUTHORIZING CONTINUED REMOTE TELECONFERENCE MEETINGS OF THE CALABASAS CITY COMMISSIONS PURSUANT TO GOVERNMENT CODE SECTION 54953(e)

MEETING

DATE: FEBRUARY 8, 2023

SUMMARY RECOMMENDATION:

Staff recommends the City Council adopt Resolution No. 2023-1837, authorizing continued remote teleconference meetings of the Calabasas City Commissions pursuant to Government Code Section 54953(e).

REPORT:

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

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

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

The City Council adopted Resolution Nos. 2021-1751 on October 13, 2021; 2021-1760 on November 10, 2021; 2021-1763 on December 1, 2021; 2022-1768 on January 12, 2022; 2022-1773 on February 9, 2022; 2022-1774 on March 23, 2022; 2022-1779 on April 13, 2022; 2022-1788 on May 10, 2022; 2022-1787 on June 8, 2022; and 2022-1800 on June 22, 2022; 2022-1805 on August 10, 2022; 2022-1813 on September 14, 2022; 2022-1818 on October 12, 2022; 2022-1826 on November 9, 2022; 2022-1830 on December 14, 2022, and 2023-1833 on January 12, 2023, finding that the requisite conditions exist for the Calabasas City Commissions to conduct teleconference meetings under California Government Code Section 54953(e).

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

RECOMMENDATION:

That the City Council adopt Resolution No. 2023-1837, authorizing continued remote teleconference meetings of the Calabasas City Commissions pursuant to Government Code Section 54953(e).

ATTACHMENT:

Resolution No. 2023-1837

**ITEM 6 ATTACHMENT
RESOLUTION NO. 2023-1837**

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

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

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

WHEREAS, the Calabasas City Council previously adopted Resolution Nos. 2021-1751 on October 13, 2021; 2021-1760 on November 10, 2021; 2021-1763 on December 1, 2021; 2022-1768 on January 12, 2022; 2022-1773 on February 9, 2022; 2022-1779 on April 13, 2022, 2022-1788 on May 10, 2022, 2022-1787 on June 8, 2022, 2022-1800 on June 22, 2022, 2022-1805 on August 10, 2022; 2022-1813 on September 14, 2022; 2022-0818 on October 12, 2022; 2022-1826 on November 9, 2022, 2022-1830 on December 14, 2022, and 2023-1833 on January 11, 2023, finding that the requisite conditions exist for the Calabasas Commissions to conduct teleconference meetings under California Government Code Section 54953(e); and

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

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

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

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

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

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

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

PASSED AND ADOPTED by the City Council of the City of Calabasas, this 8th day of February 2023.

David J. Shapiro, Mayor

ATTEST:

APPROVED AS TO FORM:

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

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



CITY of CALABASAS

CITY COUNCIL AGENDA REPORT

DATE: JANUARY 30, 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: RECOMMENDATION TO APPROVE AMENDMENT NO. 1 TO THE EMERGENCY PROFESSIONAL SERVICES AGREEMENT WITH NEWBURY PARK TREE SERVICE FOR LANDSCAPE MAINTENANCE SERVICES OF THE PUBLIC WORK AREAS WITHIN THE CITY OF CALABASAS, WHICH WILL EXTEND THE CONTRACT DURATION UNTIL AUGUST 31, 2023 AND INCREASE THE NOT TO EXCEED AMOUNT TO \$535,000

MEETING

DATE: FEBRUARY 8, 2023

SUMMARY RECOMMENDATION:

Recommendation to approve Amendment No. 1 to the Emergency Professional Services Agreement (PSA) with Newbury Park Tree Service for landscape maintenance services of the Public Work Areas within The City of Calabasas, which will extend the contract duration until August 31, 2023 and increase the not to exceed amount to \$535,000.00.

BACKGROUND:

In November of 2021, Venco Western, Inc. reached out to the City and announced they had sold. In December of 2021, the new owner(s) requested a meeting in which they requested a 35% increase on the current Professional Services Agreement (PSA) they had for the Public Works Areas Landscape Maintenance Services. The city denied their request since it cannot increase an agreed amount without proper procedure. On January 1 of 2022, Venco Western, Inc. provided in writing that they were canceling the agreement and providing a sixty-day notice as required.

DISCUSSION/ANALYSIS:

Staff began reaching out to several landscape maintenance companies to see if there was anyone interested in servicing these areas for the City. The issue was that the amounts were already pre-determined and we needed to find a contractor that could do the work at the already agreed cost for one-year.

Newbury Park Tree Service agreed to provide service and hire a special crew to provide general landscape maintenance services. Once the agreement was made, they provided a letter and an emergency Professional Service Agreement (PSA) was written up to prevent disruption in the service. Newbury Park Tree Service began work on March 1st 2022 and the agreement will end February 28th 2023.

The Request For Proposal (RFP) document need to be revised to reflect the new environmental medians, parkways and to include the ones currently in the construction/design stage. In order for these to be added to the RFP more time is required therefore an amendment to the existing agreement is required.

New RFP document has been started, new maps and frequencies for services are being modified and changed to include the Strategic Priority Plan Transition. To avoid any disruption of the landscape maintenance service, we are asking for an extension for six months.

Emergency Professional Agreement (PSA) 1-year total price included but not limited to: General Landscape Maintenance, irrigation repair, tree trimming, tree work, tree planting, and unforeseen emergencies.	\$307,000.00
Amendment No. 1	
Next Six-Months Estimated General Landscape Maintenance Cost:	\$58,200.00
Estimated Additional Services: Strategic Priority Plan Transition, tree trimming & removal, & emergencies.	\$169,800.00
Total Agreement Amount	\$535,000.00

FISCAL IMPACT/SOURCE OF FUNDING:

Budgeted monies from Fund 10 – General Fund: Division 321 – General Landscape Maintenance will be utilized for this work.

Staff requests funding be approved and the budget be adjusted accordingly.

REQUESTED ACTION:

Recommendation to approve Amendment No. 1 to the Emergency Professional Services Agreement (PSA) with Newbury Park Tree Service for landscape maintenance services of the Public Work Areas within The City of Calabasas, which will extend the contract duration until August 31, 2023 and increase the not to exceed amount to \$535,000.00.

ATTACHMENTS:

Attachment A – Amendment No. 1

Attachment B – Maps Public Work Areas

ITEM 7 ATTACHMENT 1
AMENDMENT No. 1 TO PROFESSIONAL SERVICES AGREEMENT
(City of Calabasas and Newbury Park Tree Service, Inc.)

This Amendment No. 1 (“Amendment”) to Professional Services Agreement (“Agreement”) is made on this 8th day of February, 2023 at Calabasas, California, by and between the City of Calabasas, a municipal corporation, 100 Civic Center Way, Calabasas, California 91302 (“City”) and Newbury Park Tree Service, Inc. 3895 Old Conejo Road, Newbury Park, CA 91320 (“Contractor/Consultant”).

This “Amendment” modifies the original Agreement between the “City” and the “Contractor/Consultant” dated March 1, 2022 in the following fashion:

- A. City and Contractor/Consultant desire to amend the Agreement by modifying section 3.1 – Scope of Services as set forth in Contractor/Consultant’s [Month, Day, Year] proposal to City attached hereto as Exhibit [A-1] and incorporated herein by this reference.
- B. City and Contractor/Consultant desire to amend the Agreement by modifying section 3.2 – Approved Fee Schedule as set forth in Contractor/Consultant’s 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”: June 30, 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 \$535,000.00.
- 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) _____
Page 1 of 2

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”
[Name of Company or Individual]

By: _____
David J. Shapiro, Mayor

By: _____
Dean Lappinga, 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

**PUBLIC WORKS
MISCELLANEOUS
MALIBU CANYON**

LEGEND

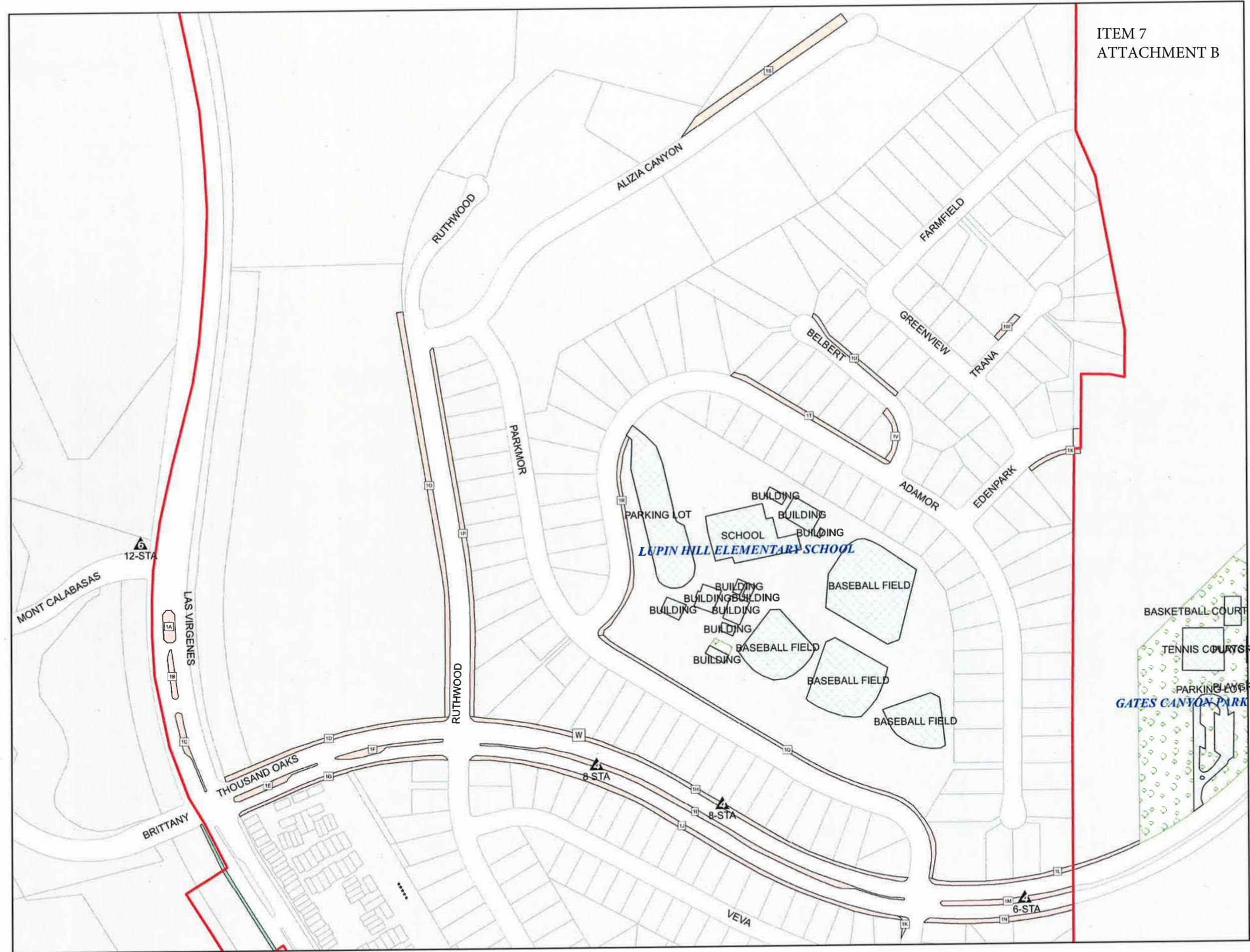
PUBLIC WORKS MAINTENANCE ZONES

- ZONE 1 - MALIBU CANYON
- ZONE 2 - MALIBU CANYON
- ZONE 3 - N/A
- ZONE 4 - LOST HILLS / LAS VIRGENES
- ZONE 5 - N/A
- ZONE 6 - N/A
- ZONE 7 - CALABASAS PARK
- ZONE 8 - MULHOLLAND HIGHWAY
- ZONE 9 - N/A
- ZONE 10 - N/A
- ZONE 11 - N/A
- ZONE 12 - MULWOOD COMMUNITY
- ZONE 13 - EDDINGHAM COMMUNITY

- FENCING
- TRAILS
- V_DITCHES
- CREEK
- STRUCTURES
- PARKS

IRRIGATION CONTROLLERS/DEVICES

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



ITEM 7
ATTACHMENT B













CITY of CALABASAS

**PUBLIC WORKS
MISCELLANEOUS
MALIBU CANYON**

LEGEND

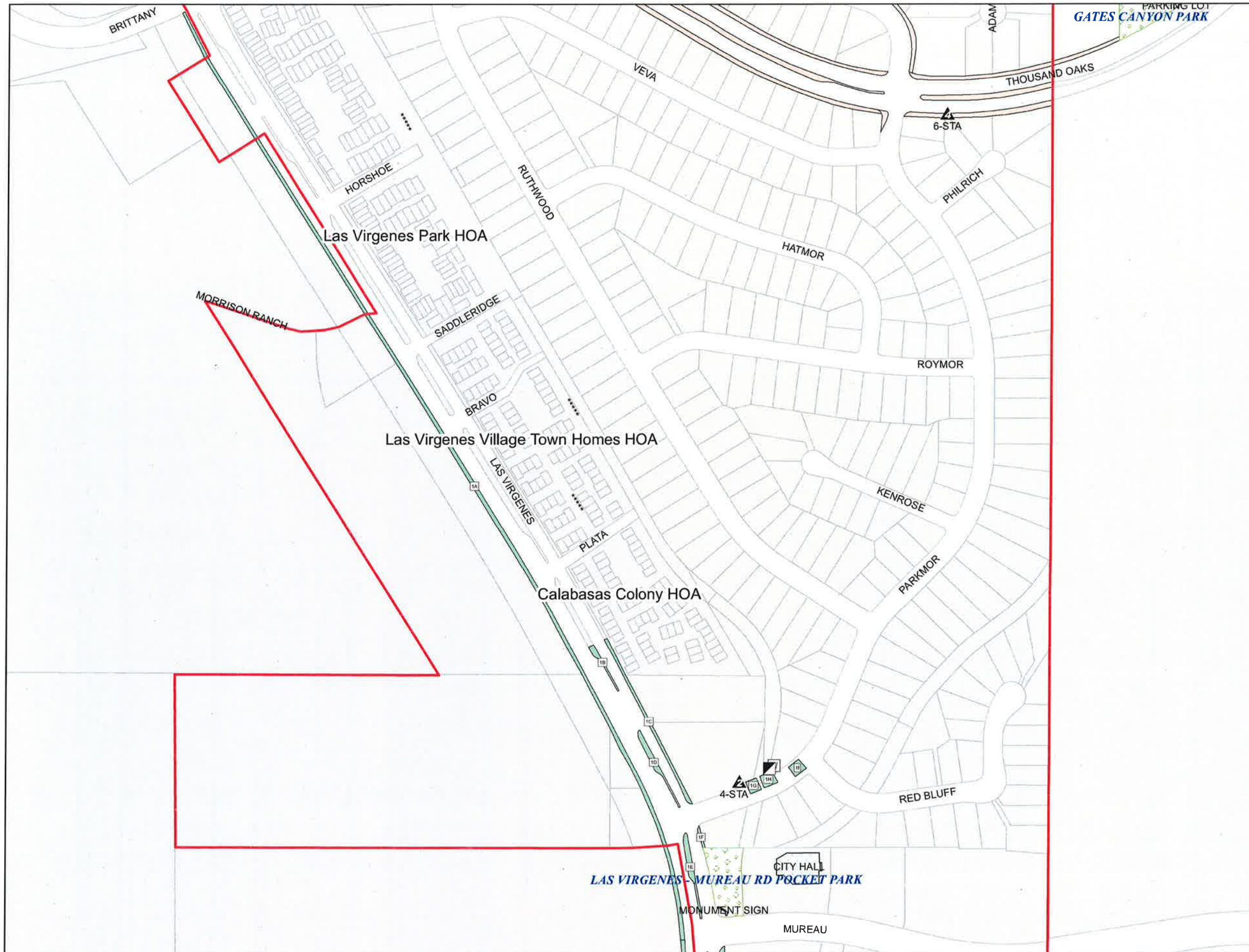
PUBLIC WORKS MAINTENANCE ZONES

-  ZONE 1 - MALIBU CANYON
-  ZONE 2 - MALIBU CANYON
-  ZONE 3 - N/A
-  ZONE 4 - LOST HILLS / LAS VIRGENES
-  ZONE 5 - N/A
-  ZONE 6 - N/A
-  ZONE 7 - CALABASAS PARK
-  ZONE 8 - MULHOLLAND HIGHWAY
-  ZONE 9 - N/A
-  ZONE 10 - N/A
-  ZONE 11 - N/A
-  ZONE 12 - MULWOOD COMMUNITY
-  ZONE 13 - EDDINGHAM COMMUNITY

-  FENCING
-  TRAILS
-  V_DITCHES
-  CREEK
-  STRUCTURES
-  PARKS

IRRIGATION CONTROLLERS/DEVICES

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





CITY of CALABASAS

**PUBLIC WORKS
MISCELLANEOUS
AGOURA/
MALIBU HILLS**












LEGEND

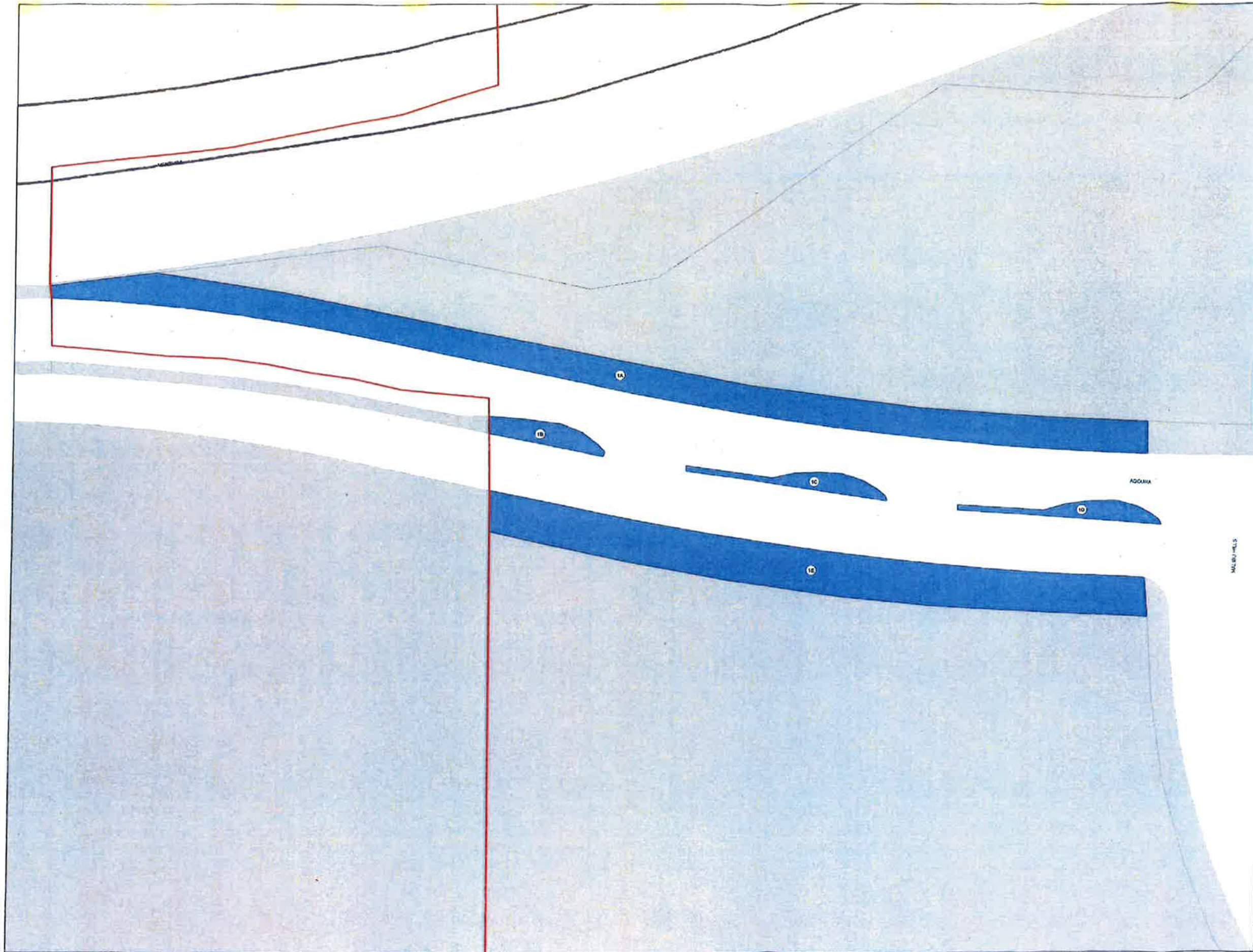
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-  ZONE 1 - MALIBU CANYON
-  ZONE 2 - MALIBU CANYON
-  ZONE 3 - SARATOGAS
-  ZONE 4 - LOST HILLS / LAS VIRGENES
-  ZONE 5 - PKWY CALABASAS ON/OFF RAMP
-  ZONE 6 - N/A
-  ZONE 7 - CALABASAS PARK
-  ZONE 8 - MULHOLLAND HIGHWAY
-  ZONE 9 - N/A
-  ZONE 10 - N/A
-  ZONE 11 - N/A
-  ZONE 12 - MULWOOD COMMUNITY
-  ZONE 13 - EDDINGHAM COMMUNITY

-  FENCING
-  TRAILS
-  V_DITCHES
-  CREEK
-  STRUCTURES
-  PARKS

IRRIGATION CONTROLLERS/DEVICES

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





CITY of CALABASAS

**PUBLIC WORKS
MISCELLANEOUS
LAS VIRGENES/
MULHOLLAND**



LEGEND

PUBLIC WORKS MAINTENANCE ZONES

- ZONE 1 - MALIBU CANYON
- ZONE 2 - MALIBU CANYON
- ZONE 3 - N/A
- ZONE 4 - LOST HILLS / LAS VIRGENES
- ZONE 5 - N/A
- ZONE 6 - N/A
- ZONE 7 - CALABASAS PARK
- ZONE 8 - MULHOLLAND HIGHWAY
- ZONE 9 - N/A
- ZONE 10 - N/A
- ZONE 11 - N/A
- ZONE 12 - MULWOOD COMMUNITY
- ZONE 13 - EDDINGHAM COMMUNITY

FENCING

TRAILS

V_DITCHES

CREEK

STRUCTURES

PARKS

IRRIGATION CONTROLLERS/DEVICES

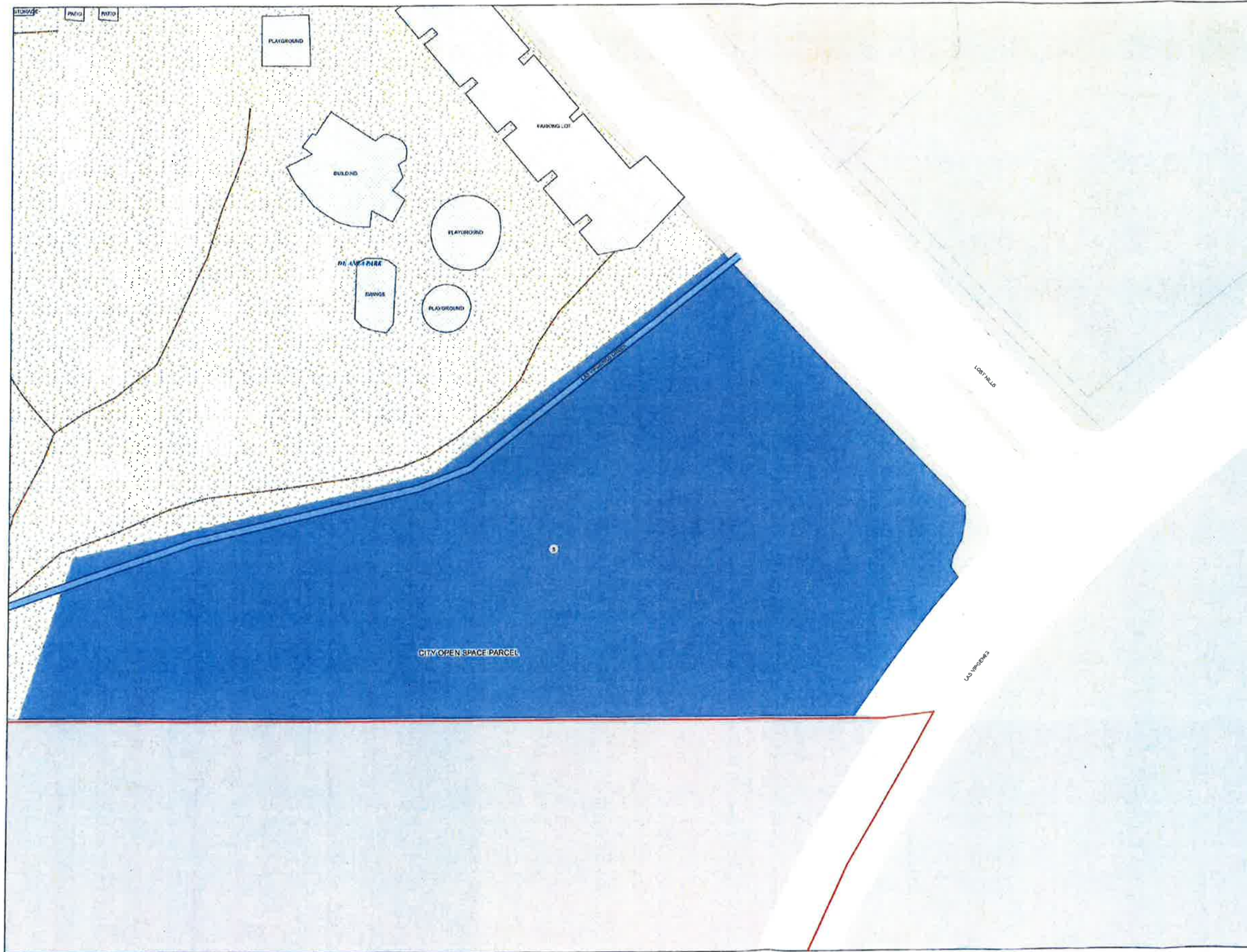
- CALSENSE
- DIG
- IRRITROL
- LEIT
- RAIN BIRD
- RAINMASTER
- RAINDIAL
- TORO
- CHAMPION
- BACK FLOW PREVENTOR
- ELECTRIC METER
- WATER METER
- WATER METER - RECLAIMED





CITY of CALABASAS

PUBLIC WORKS MISCELLANEOUS LOST HILLS/ LAS VIRGENES



LEGEND

PUBLIC WORKS MAINTENANCE ZONES

- ZONE 1 - MALIBU CANYON
- ZONE 2 - MALIBU CANYON
- ZONE 3 - SARATOGAS
- ZONE 4 - LOST HILLS / LAS VIRGENES
- ZONE 5 - PKWY CALABASAS ON/OFF RAMP
- ZONE 6 - N/A
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- ZONE 8 - MULHOLLAND HIGHWAY
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- ZONE 11 - N/A
- ZONE 12 - MULWOOD COMMUNITY
- ZONE 13 - EDDINGHAM COMMUNITY

- FENCING
- TRAILS
- V_DITCHES
- CREEK
- STRUCTURES
- PARKS

IRRIGATION CONTROLLERS/DEVICES

- ▲ CALSENSE
- ▲ DIG
- ▲ IRRITROL
- ▲ LEFT
- ▲ RAIN BIRD
- ▲ RAINMASTER
- ▲ RAINDIAL
- ▲ TORO
- ▲ CHAMPION
- BACK FLOW PREVENTOR
- ELECTRIC METER
- WATER METER
- WATER METER - RECLAIMED





CITY of CALABASAS

**PUBLIC WORKS
MISCELLANEOUS
VALMAR**

LEGEND

PUBLIC WORKS MAINTENANCE ZONES

- ZONE 1 - MALIBU CANYON
- ZONE 2 - MALIBU CANYON
- ZONE 3 - N/A
- ZONE 4 - LOST HILLS / LAS VIRGENES
- ZONE 5 - N/A
- ZONE 6 - N/A
- ZONE 7 - CALABASAS PARK
- ZONE 8 - MULHOLLAND HIGHWAY
- ZONE 9 - N/A
- ZONE 10 - N/A
- ZONE 11 - N/A
- ZONE 12 - MULWOOD COMMUNITY
- ZONE 13 - EDDINGHAM COMMUNITY

FENCING

TRAILS

V_DITCHES

CREEK

STRUCTURES

PARKS

IRRIGATION CONTROLLERS/DEVICES

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





CITY of CALABASAS

PUBLIC WORKS MISCELLANEOUS MULWOOD

LEGEND

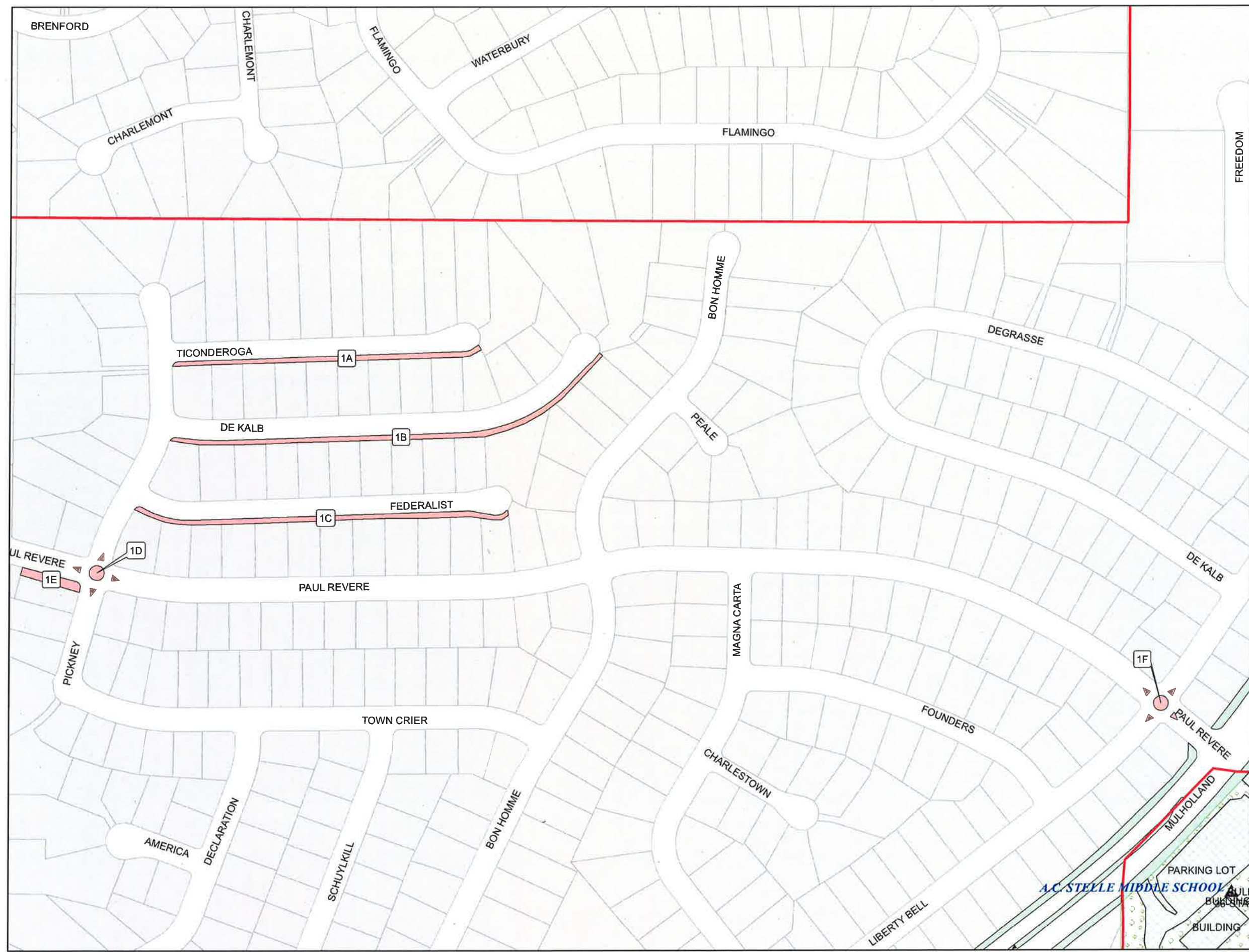
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- ZONE 5 - N/A
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- FENCING
- TRAILS
- V_DITCHES
- CREEK
- STRUCTURES
- PARKS

IRRIGATION CONTROLLERS/DEVICES

- CALSENSE
- DIG
- IRRITROL
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- RAINMASTER
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- CHAMPION
- BACK FLOW PREVENTOR
- ELECTRIC METER
- WATER METER
- WATER METER - RECLAIMED





CITY of CALABASAS

**PUBLIC WORKS
MISCELLANEOUS
LAS VIRGENES/
EDDINGHAM**

LEGEND

PUBLIC WORKS MAINTENANCE ZONES

- ZONE 1 - MALIBU CANYON
- ZONE 2 - MALIBU CANYON
- ZONE 3 - N/A
- ZONE 4 - LOST HILLS / LAS VIRGENES
- ZONE 5 - N/A
- ZONE 6 - N/A
- ZONE 7 - CALABASAS PARK
- ZONE 8 - MULHOLLAND HIGHWAY
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- ZONE 11 - N/A
- ZONE 12 - MULWOOD COMMUNITY
- ZONE 13 - EDDINGHAM COMMUNITY

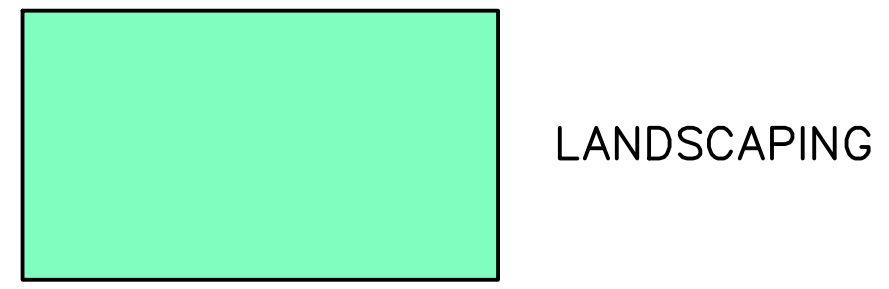
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- CREEK
- STRUCTURES
- PARKS

IRRIGATION CONTROLLERS/DEVICES

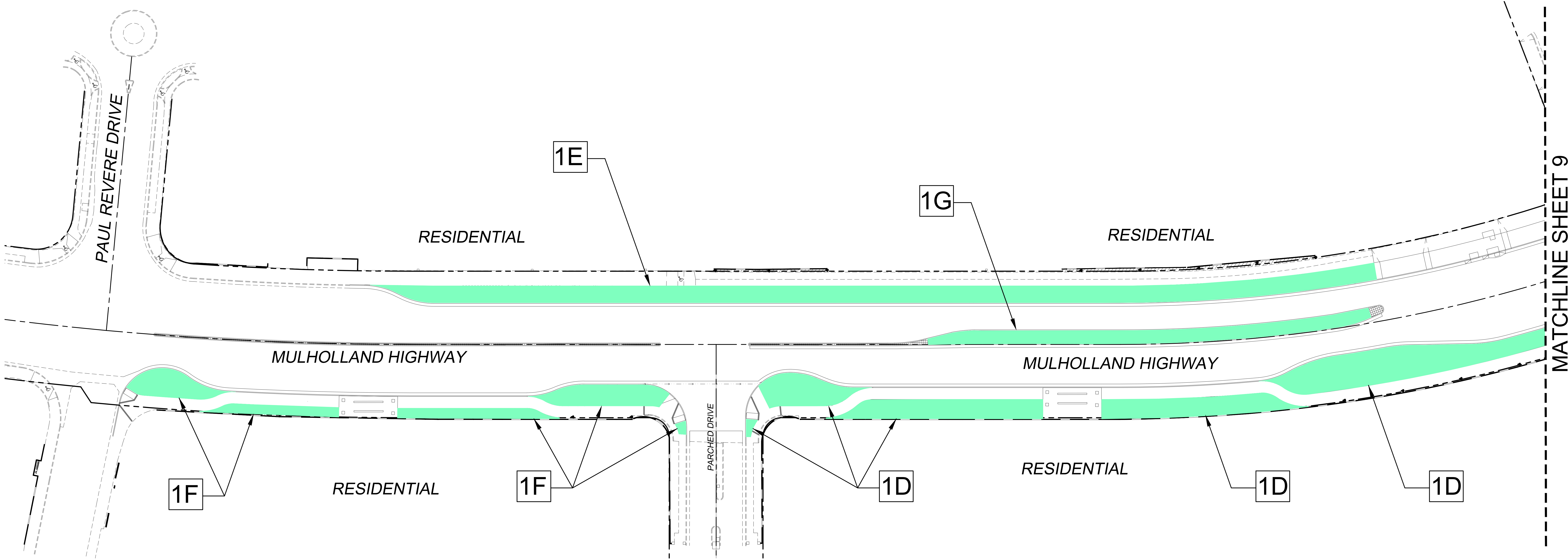
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- DIG
- IRRITROL
- LEIT
- RAIN BIRD
- RAINMASTER
- RAINDIAL
- TORO
- CHAMPION
- BACK FLOW PREVENTOR
- ELECTRIC METER
- WATER METER
- WATER METER - RECLAIMED



LEGEND

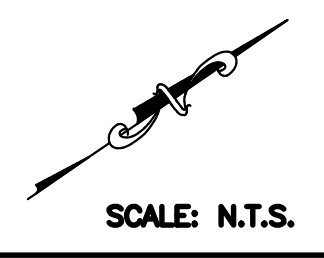


LANDSCAPING



MATCHLINE SHEET 9

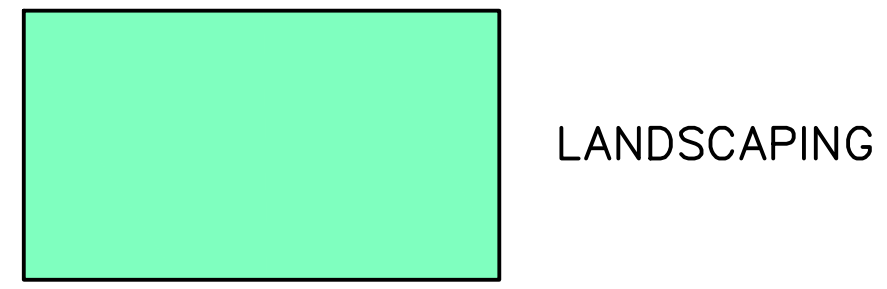
PUBLIC WORKS
MULHOLLAND HWY



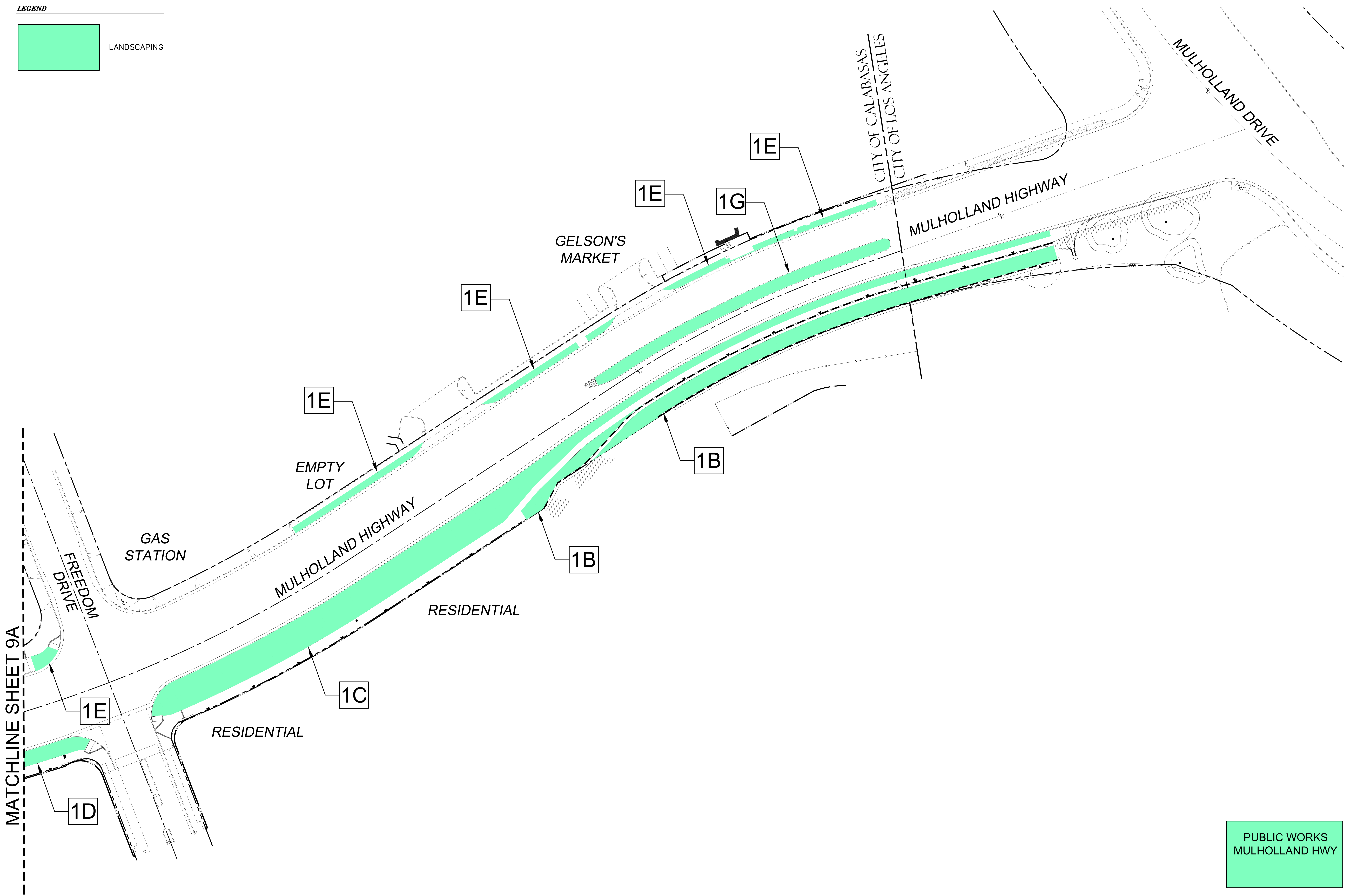
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CITY of CALABASAS
PUBLIC WORKS DEPARTMENT
100 CIVIC CENTER WAY
CALABASAS, CA 91301
PHONE: 818.224.1600
FAX: 818.224.1558
WWW.CITYOFCALABASAS.COM

LEGEND



LANDSCAPING



MATCHLINE SHEET 9A

FREEDOM DRIVE

GAS STATION

EMPTY LOT

GELSON'S MARKET

CITY OF CALABASAS
CITY OF LOS ANGELES

MULHOLLAND DRIVE

MULHOLLAND HIGHWAY

RESIDENTIAL

RESIDENTIAL

1E

1D

1C

1B

1B

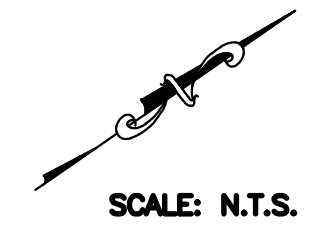
1E

1E

1G

1E

PUBLIC WORKS
MULHOLLAND HWY



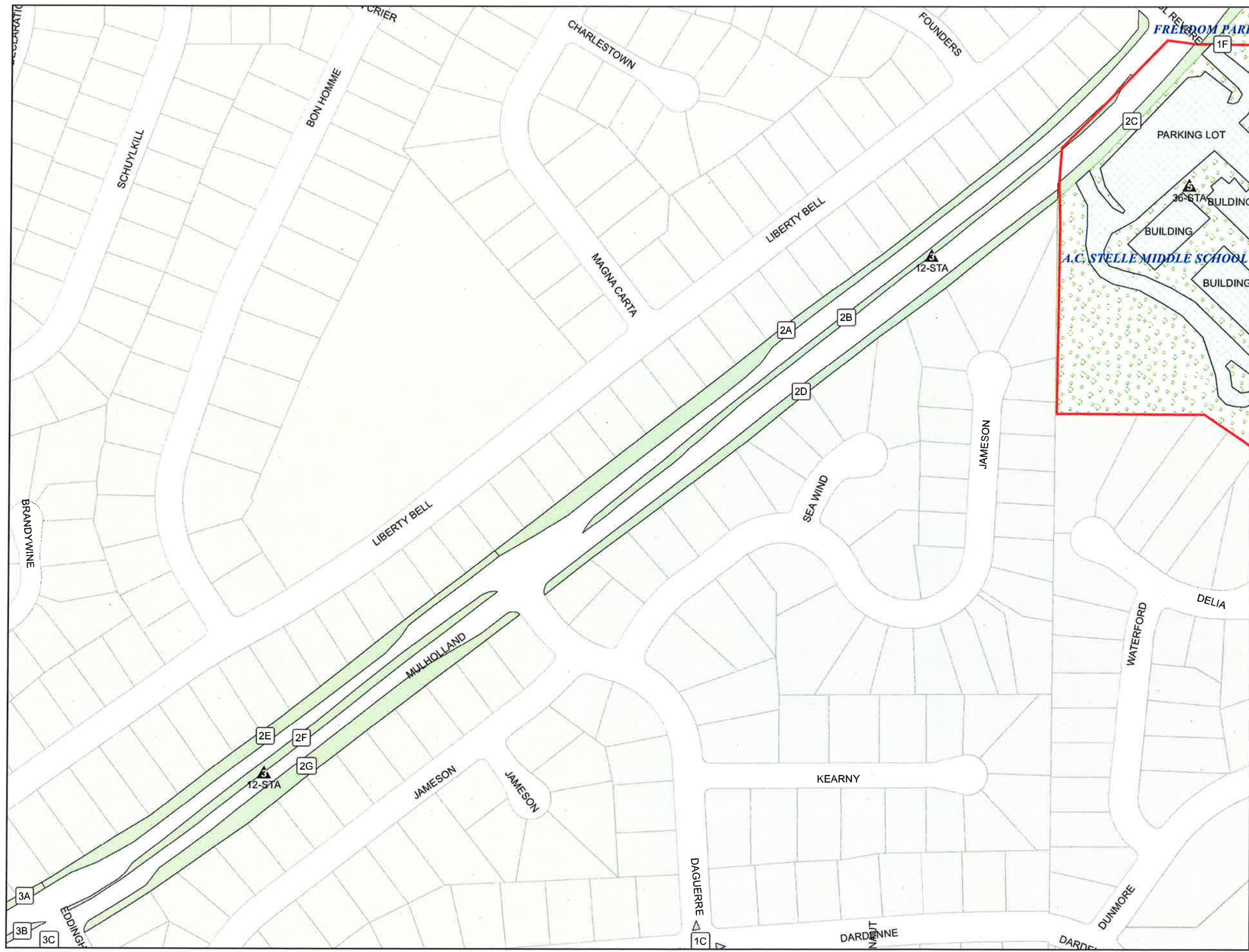
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CITY of CALABASAS
PUBLIC WORKS DEPARTMENT
100 CIVIC CENTER WAY
CALABASAS, CA 91302
PHONE: 818.224.1600
FAX: 818.224.1058
WWW.CITYOFCALABASAS.COM



CITY of CALABASAS

**PUBLIC WORKS
MULHOLLAND
HIGHWAY**



LEGEND

PUBLIC WORKS MAINTENANCE ZONES

- ZONE 1 - MALIBU CANYON
- ZONE 2 - MALIBU CANYON
- ZONE 3 - N/A
- ZONE 4 - LOST HILLS / LAS VIRGENES
- ZONE 5 - N/A
- ZONE 6 - N/A
- ZONE 7 - CALABASAS PARK
- ZONE 8 - MULHOLLAND HIGHWAY
- ZONE 9 - N/A
- ZONE 10 - N/A
- ZONE 11 - N/A
- ZONE 12 - MULWOOD COMMUNITY
- ZONE 13 - EDDINGHAM COMMUNITY

- FENCING
- TRAILS
- V_DITCHES
- CREEK
- STRUCTURES
- PARKS

IRRIGATION CONTROLLERS/DEVICES

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





CITY of CALABASAS

PUBLIC WORKS MULHOLLAND HIGHWAY

LEGEND

PUBLIC WORKS MAINTENANCE ZONES

- ZONE 1 - MALIBU CANYON
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- ZONE 13 - EDDINGHAM COMMUNITY

FENCING

TRAILS

V_DITCHES

CREEK

STRUCTURES

PARKS

IRRIGATION CONTROLLERS/DEVICES

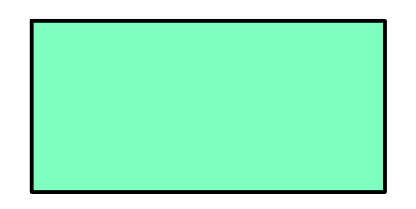
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- DIG
- IRRITROL
- LEIT
- RAIN BIRD
- RAINMASTER
- RAINDIAL
- TORO
- CHAMPION
- BACK FLOW PREVENTOR
- ELECTRIC METER
- WATER METER
- WATER METER - RECLAIMED



CALABASAS HIGH SCHOOL

CONTROLLER

LEGEND



LANDSCAPING



PUBLIC WORKS
MULHOLLAND HWY

CALABASAS HIGH SCHOOL

3H

CALABASAS HIGH SCHOOL

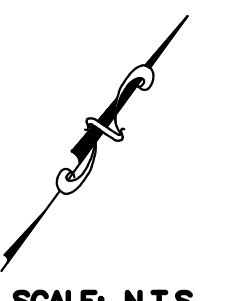
3G

MULHOLLAND HIGHWAY

3F

DECLARATION DR.

EDDINGHAM AVE.



SCALE: N.T.S.



CITY of CALABASAS
PUBLIC WORKS DEPARTMENT

100 CIVIC CENTER WAY
CALABASAS, CA 91302
PHONE: 818.224.1600
FAX: 818.225.7338
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












CITY of CALABASAS

PUBLIC WORKS MULHOLLAND HIGHWAY














LEGEND

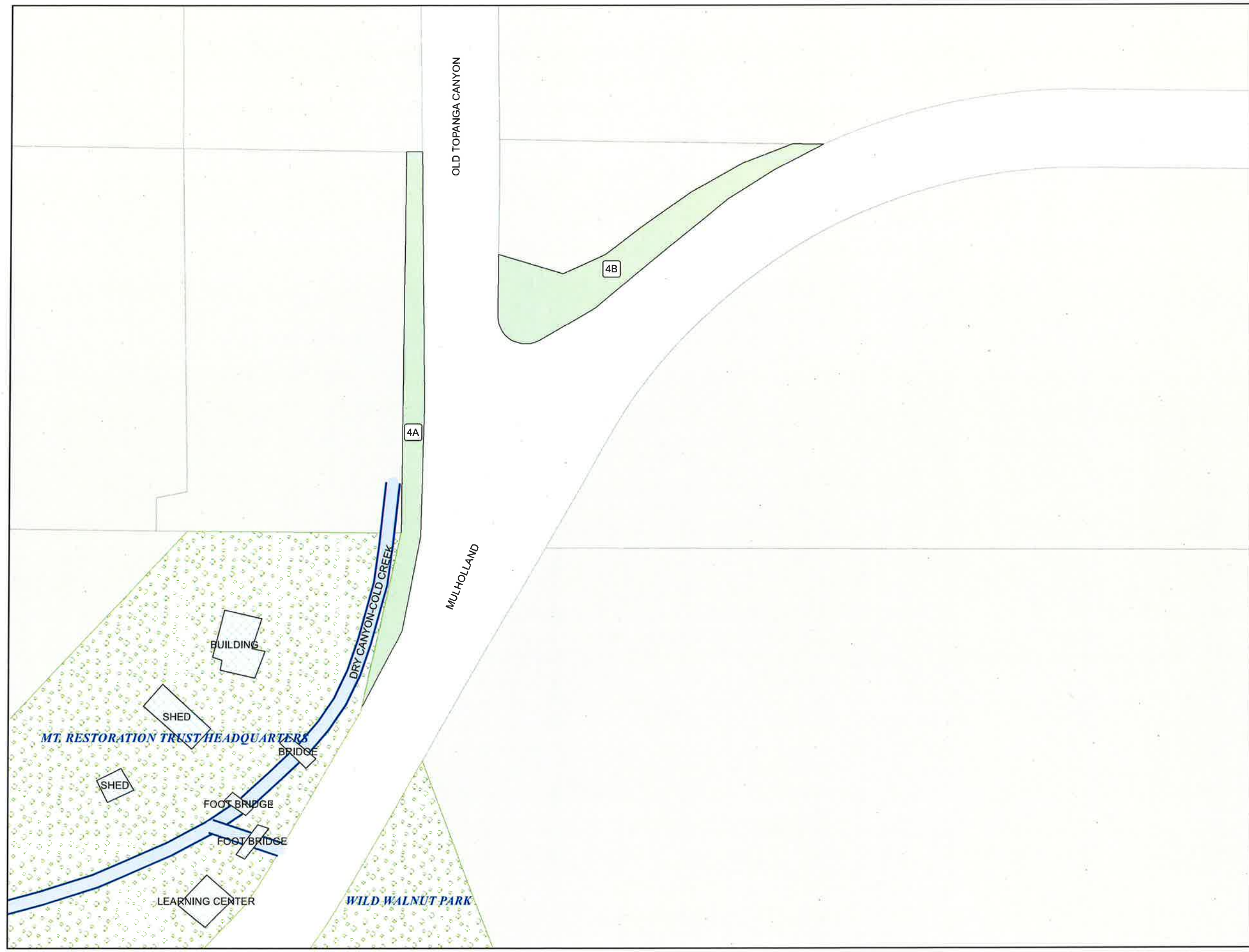
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-  ZONE 1 - MALIBU CANYON
-  ZONE 2 - MALIBU CANYON
-  ZONE 3 - N/A
-  ZONE 4 - LOST HILLS / LAS VIRGENES
-  ZONE 5 - N/A
-  ZONE 6 - N/A
-  ZONE 7 - CALABASAS PARK
-  ZONE 8 - MULHOLLAND HIGHWAY
-  ZONE 9 - N/A
-  ZONE 10 - N/A
-  ZONE 11 - N/A
-  ZONE 12 - MULWOOD COMMUNITY
-  ZONE 13 - EDDINGHAM COMMUNITY

-  FENCING
-  TRAILS
-  V_DITCHES
-  CREEK
-  STRUCTURES
-  PARKS

IRRIGATION CONTROLLERS/DEVICES

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





CITY of CALABASAS

**PUBLIC WORKS
FREEWAY
INTERCHANGE
LAS VIRGENES NORTH**

LEGEND

PUBLIC WORKS MAINTENANCE ZONES

- ZONE 1 - MALIBU CANYON
- ZONE 2 - MALIBU CANYON
- ZONE 3 - SARATOGAS
- ZONE 4 - LOST HILLS / LAS VIRGENES
- ZONE 5 - PKWY CALABASAS ON/OFF RAMP
- ZONE 6 - N/A
- ZONE 7 - CALABASAS PARK
- ZONE 8 - MULHOLLAND HIGHWAY
- ZONE 9 - N/A
- ZONE 10 - N/A
- ZONE 11 - N/A
- ZONE 12 - MULWOOD COMMUNITY
- ZONE 13 - EDDINGHAM COMMUNITY

✂ FENCING

— TRAILS

— V_DITCHES

— CREEK

▭ STRUCTURES

▭ PARKS

IRRIGATION CONTROLLERS/DEVICES

- ▲ CALSENSE
- ▲ DIG
- ▲ IRRITROL
- ▲ LEIT
- ▲ RAIN BIRD
- ▲ RAINMASTER
- ▲ RAINDIAL
- ▲ TORO
- ▲ CHAMPION
- ▣ BACK FLOW PREVENTOR
- Ⓜ ELECTRIC METER
- Ⓜ WATER METER
- Ⓜ WATER METER - RECLAIMED


















CITY of CALABASAS

**PUBLIC WORKS
FREEWAY
INTERCHANGE
LAS VIRGENES SOUTH**

LEGEND

PUBLIC WORKS MAINTENANCE ZONES

-  ZONE 1 - MALIBU CANYON
-  ZONE 2 - MALIBU CANYON
-  ZONE 3 - N/A
-  ZONE 4 - LOST HILLS / LAS VIRGENES
-  ZONE 5 - N/A
-  ZONE 6 - N/A
-  ZONE 7 - CALABASAS PARK
-  ZONE 8 - MULHOLLAND HIGHWAY
-  ZONE 9 - N/A
-  ZONE 10 - N/A
-  ZONE 11 - N/A
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-  ZONE 13 - EDDINGHAM COMMUNITY

-  FENCING
-  TRAILS
-  V_DITCHES
-  CREEK
-  STRUCTURES
-  PARKS

IRRIGATION CONTROLLERS/DEVICES

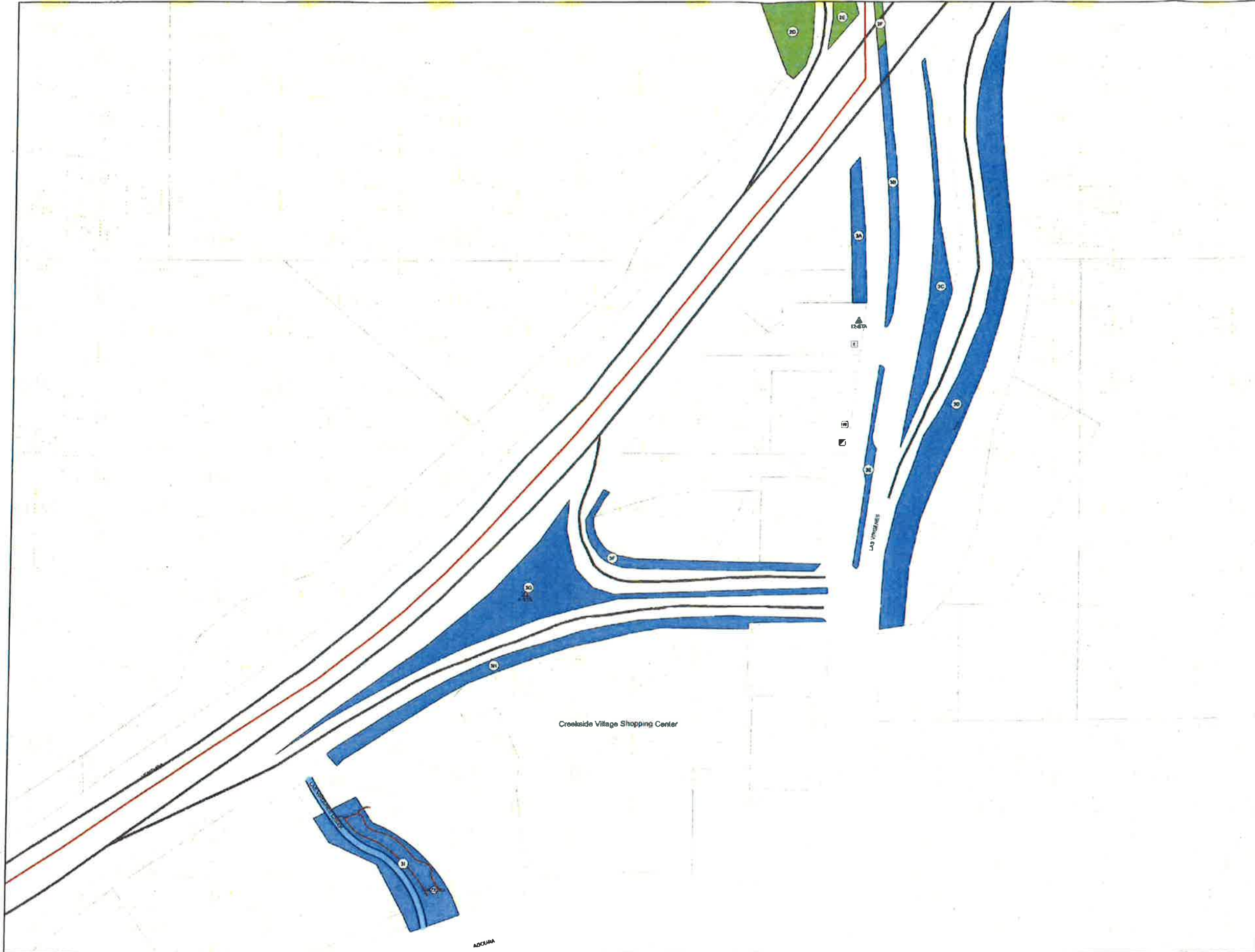
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-  DIG
-  IRRITROL
-  LEIT
-  RAIN BIRD
-  RAINMASTER
-  RAINDIAL
-  TORO
-  CHAMPION
-  BACK FLOW PREVENTOR
-  ELECTRIC METER
-  WATER METER
-  WATER METER - RECLAIMED





CITY of CALABASAS

**PUBLIC WORKS
INTERCHANGE
LAS VIRGENES SOUTH**



LEGEND

PUBLIC WORKS MAINTENANCE ZONES

- ZONE 1 - MALIBU CANYON
- ZONE 2 - MALIBU CANYON
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- ZONE 4 - LOST HILLS / LAS VIRGENES
- ZONE 5 - PKWY CALABASAS ON/OFF RAMPS
- ZONE 6 - N/A
- ZONE 7 - CALABASAS PARK
- ZONE 8 - MULHOLLAND HIGHWAY
- ZONE 9 - N/A
- ZONE 10 - N/A
- ZONE 11 - N/A
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- FENCING
- TRAILS
- V_DITCHES
- CREEK
- STRUCTURES
- PARKS

IRRIGATION CONTROLLERS/DEVICES

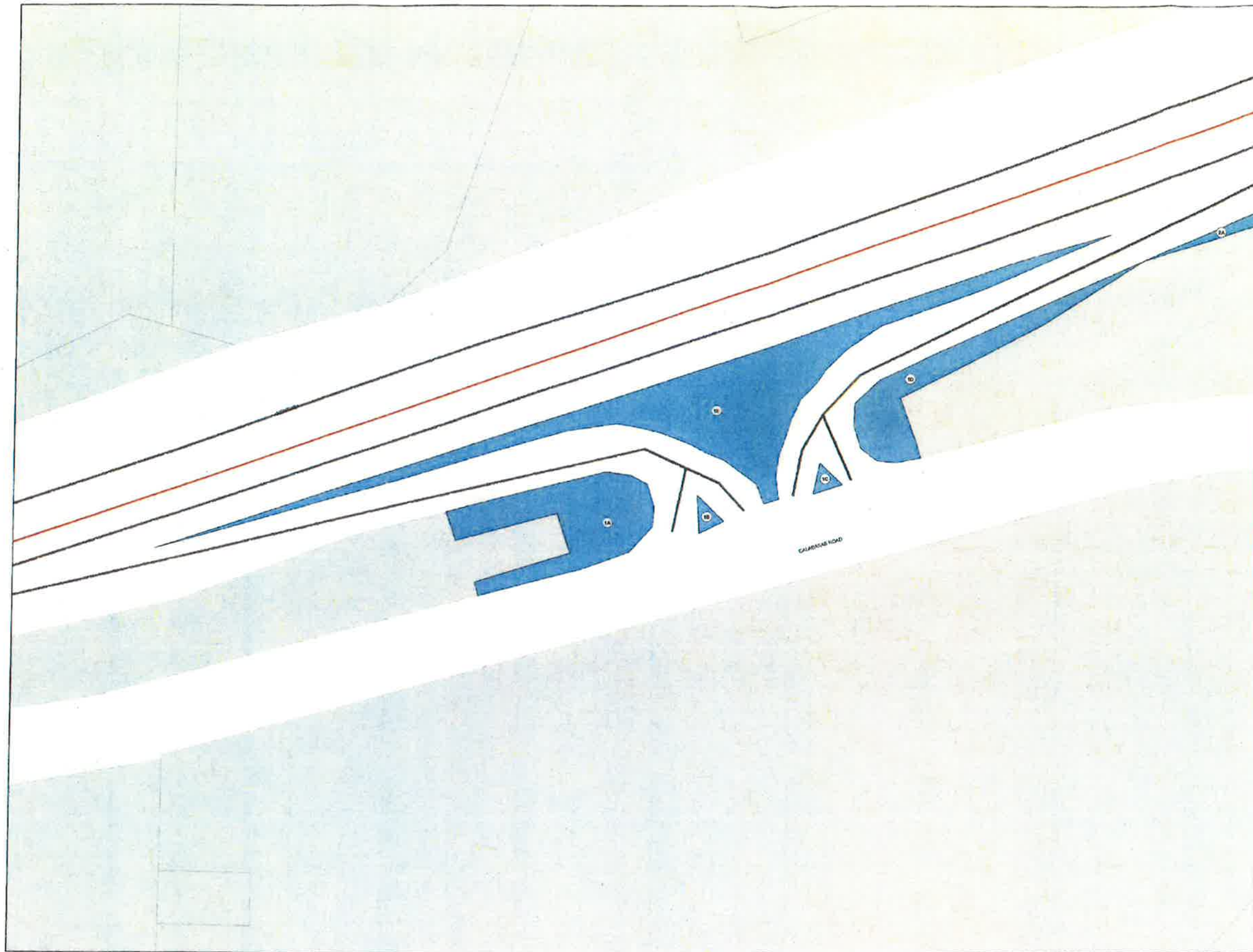
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- DIG
- IRRITROL
- LEIT
- RAIN BIRD
- RAINMASTER
- RAINDIAL
- TORO
- CHAMPION
- BACK FLOW PREVENTOR
- ELECTRIC METER
- WATER METER
- WATER METER - RECLAIMED





CITY of CALABASAS

**PUBLIC WORKS
PARKWAY
CALABASAS**



LEGEND

PUBLIC WORKS MAINTENANCE ZONES

- ZONE 1 - MALIBU CANYON
- ZONE 2 - MALIBU CANYON
- ZONE 3 - SARATOGAS
- ZONE 4 - LOST HILLS / LAS VIRGENES
- ZONE 5 - PKWY CALABASAS ON/OFF RAMPS
- ZONE 6 - N/A
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- ZONE 8 - MULHOLLAND HIGHWAY
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- ZONE 10 - N/A
- ZONE 11 - N/A
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- ZONE 13 - EDDINGHAM COMMUNITY

- FENCING
- TRAILS
- V_DITCHES
- CREEK
- STRUCTURES
- PARKS

IRRIGATION CONTROLLERS/DEVICES

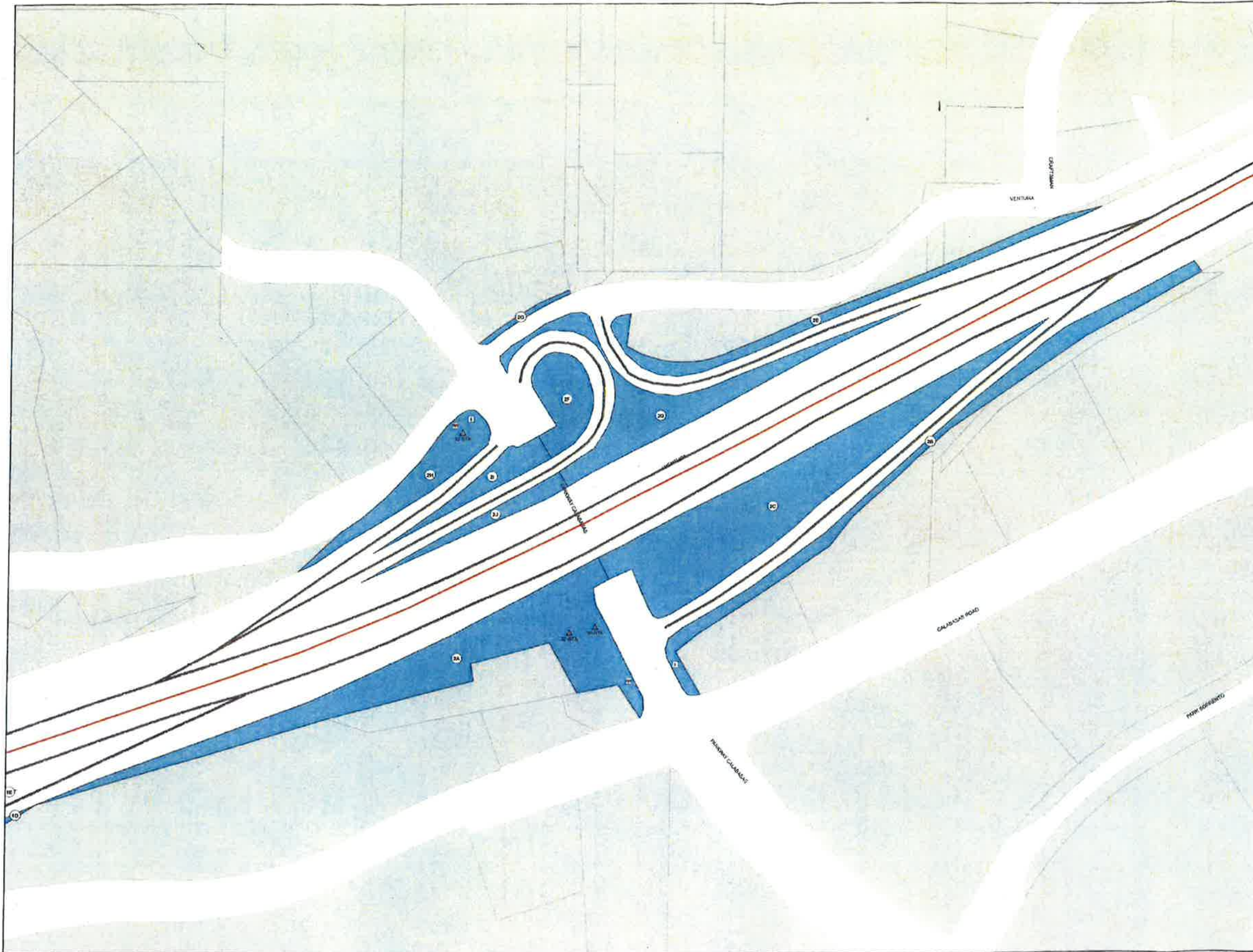
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- DIG
- IRRITROL
- LEIT
- RAIN BIRD
- RAINMASTER
- RAINDIAL
- TORO
- CHAMPION
- BACK FLOW PREVENTOR
- ELECTRIC METER
- WATER METER
- WATER METER - RECLAIMED





CITY of CALABASAS

**PUBLIC WORKS
PARKWAY
CALABASAS**
















LEGEND

PUBLIC WORKS MAINTENANCE ZONES

-  ZONE 1 - MALIBU CANYON
-  ZONE 2 - MALIBU CANYON
-  ZONE 3 - SARATOGAS
-  ZONE 4 - LOST HILLS / LAS VIRGENES
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-  V_DITCHES
-  CREEK
-  STRUCTURES
-  PARKS

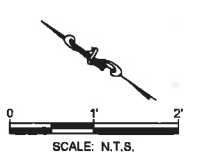
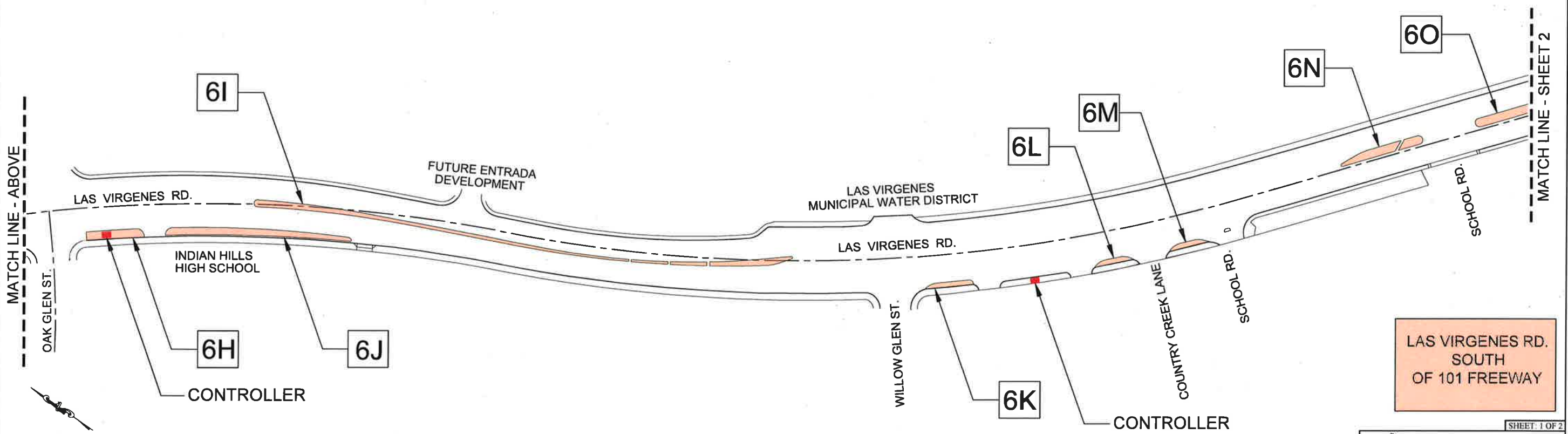
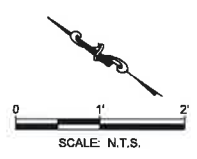
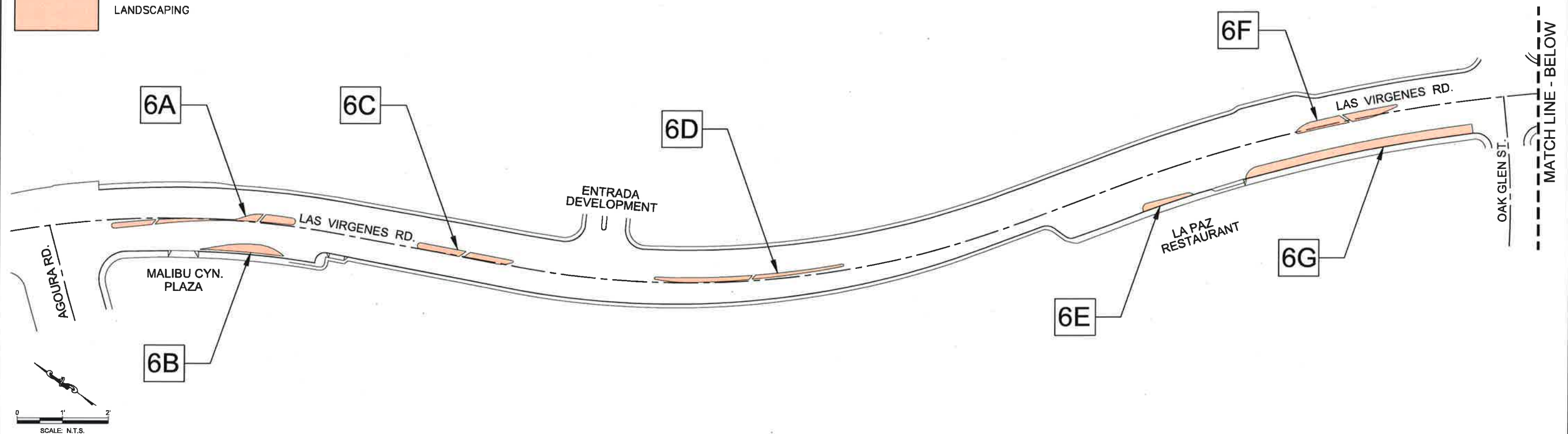
IRRIGATION CONTROLLERS/DEVICES

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



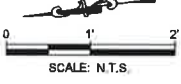
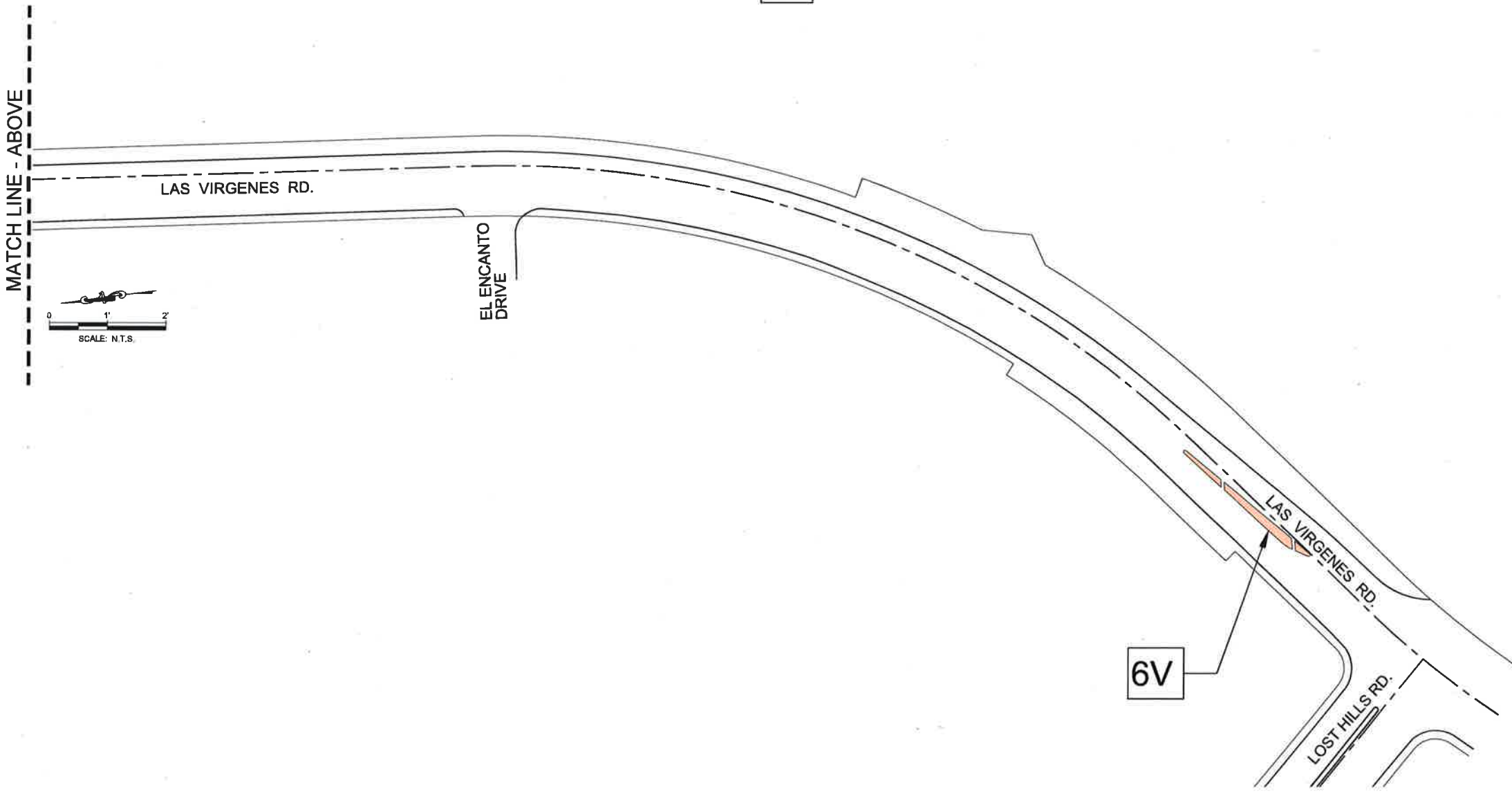
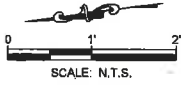
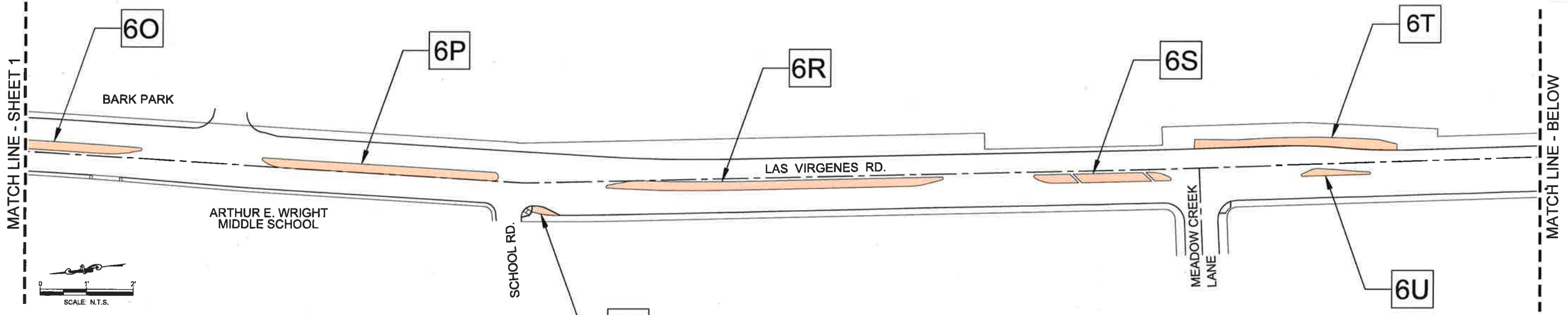
LEGEND

LANDSCAPING



LAS VIRGENES RD.
SOUTH
OF 101 FREEWAY

CITY of CALABASAS
PUBLIC WORKS DEPARTMENT
100 GAVIN CENTER WAY
CALABASAS, CA 91307
PHONE: 805.224.1800
FAX: 805.224.7100
WWW.CITYOFCALABASAS.COM



LEGEND

LANDSCAPING

LAS VIRGENES RD.
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150 CIVIC CENTER WAY
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CITY of CALABASAS
CITY COUNCIL AGENDA REPORT

DATE: JANUARY 28, 2023

TO: HONORABLE MAYOR AND COUNCILMEMBERS

**FROM: MICHAEL DYER- INTERIM PUBLIC SAFETY AND PREPAREDNESS
MANAGER**

**SUBJECT: ADOPTION OF RESOLUTION NO. 2023-1836, AUTHORIZING THE
CITY MANAGER TO APPLY FOR AND RECEIVE A CAL FIRE WILDFIRE
PREVENTION GRANT**

MEETING DATE: FEBRUARY 8, 2023

SUMMARY RECOMMENDATION:

Authorize the City Manager to apply for and receive the Cal Fire Prevention Grant for the purpose of hiring a consultant to develop a Community Wildfire Prevention Plan for the City of Calabasas.

BACKGROUND:

The Cal Fire Wildfire Prevention Grant will allow the City to hire a consultant to develop a Community Wildfire Protection Plan for the City of Calabasas.

This plan will serve as the foundational strategic document that would guide the wildfire adaptation and prevention efforts in the City of Calabasas. Calabasas is located near several historical fire corridors and was most recently impacted by the Woolsey Fire in 2018. The City of Calabasas and its communities are identified by the State Fire Marshall as a Community at Risk. The development of a CWPP greatly supports the City and the region to clarify and refine its priorities for the protection of life, property, and critical infrastructure in Malibu/Las Virgenes wildland-urban interface. Currently the City of Malibu has a current

CWPP and Los Angeles County is developing a CWPP for the county unincorporated area. This project can also lead community members, including elected officials, City staff, community organizations, and residents, through valuable discussions on hazard and risk analyses, structural protection assessments, and local preparedness capabilities. Upon completion, a city CWPP that includes details on existing challenges, community resources, wildfire hazards, and a Wildfire Adaptation Action Plan will be available to guide the subsequent priority actions to meet the goals, objectives, and targets of the Plan.

DISCUSSION/ANALYSIS:

The Cal Fire Wildfire Prevention Grant will provide the funds to hire a consultant, support project management, and grant management from City staff. There is no grant match required.

FISCAL IMPACT/SOURCE OF FUNDING:

Estimated Total Project Cost: \$ 214,312
Estimated Grant Request/Expenses: \$ 214,312
Match: \$0
Estimated Project Management (City) Salaries and Wages: Subtotal of \$20,000
Estimated Indirect Cost of 12%- \$22,962
Estimated Consultant: \$171,350

REQUESTED ACTION:

That the City Council adopt Resolution No. 2023-1836 authorizing the City Manager to apply for and receive a Cal Fire Prevention Grant.

ATTACHMENT:

- A. Cal Fire Wildfire Prevention Grants Press Release
- B. Resolution No. 2023-1836

CAL FIRE NEWS RELEASE

California Department of Forestry and Fire Protection



CONTACT: Duty PIO
(916) 651-3473 (FIRE)

**RELEASE
DATE:**
December
14, 2022

CAL FIRE Announces Availability of Funding for Projects that Proactively Address Wildfire Prevention and Forest Health

Sacramento – The California Department of Forestry and Fire Protection (CAL FIRE) announced the availability of up to \$240 million for Wildfire Prevention and Forest Health grant projects. CAL FIRE is soliciting applications for projects that prevent catastrophic wildfires, protect communities, and restore forests to healthy, functioning ecosystems while also sequestering carbon and reducing greenhouse gas emissions.

CAL FIRE's Wildfire Prevention Grants Program seeks to award up to \$120 million for local projects in and near fire threatened communities that focus on increasing the protection of people, structures, and communities. Qualified activities include hazardous fuels reduction, wildfire prevention planning and wildfire prevention education with an emphasis on improving public health and safety while reducing greenhouse gas emissions.

CAL FIRE's Forest Health Grant Program will award up to \$120 million to landscape scale forest restoration projects that restore forest resilience to catastrophic disturbance. Eligible activities include forest fuels reduction, fire reintroduction, reforestation, and utilization of forest biomass. An additional \$50 million is available for post fire reforestation and restoration and finally \$19 million is available for Tribal Wildfire Resilience planning and implementation projects.

Wildfire Prevention and Forest Health grant programs are part of [California Climate Investments](#), a statewide program that puts billions of cap-and-trade dollars to work reducing greenhouse gas emissions, strengthening the economy, and improving public health and the environment – particularly in disadvantaged communities.

These programs are designed to complement the [2018 Strategic Fire Plan for California](#), the [Wildfire and Forest Resilience Task Force](#) Action Plan, and the [Natural and Working Lands Climate Smart Strategy](#), which propose to protect lives, property, and resources of California and increase the ability of our natural and working lands to survive and mitigate the effects of climate change.

Official Call for Applications:

[Wildfire Prevention Grants Program](#): The call for applications opens on December 14, 2022, and will be due by 3:00 PM on March 15, 2023.

[Forest Health Grants Program](#): The call for applications opens on December 15, 2022. Applications are due by 3:00 PM on February 28, 2023.

Public workshops, in person and virtual will be held. Please check the [Wildfire Prevention Grants](#) web pages for dates, times, and locations. These workshops will be recorded and made available on the corresponding grants web pages. Forest Health program will only release a recorded workshop.

For more information and to sign up for grant email announcements, visit www.fire.ca.gov/grants.



California Climate Investments are programs funded by the Greenhouse Gas Reduction Fund using proceeds from the State's cap-and-trade program.

###

**ITEM 8 ATTACHMENT B
RESOLUTION NO. 2023-1836**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
CALABASAS, CALIFORNIA, APPROVING APPLICATION(S)
FOR CAL FIRE WILDFIRE PREVENTION GRANT FUNDS.**

WHEREAS, the Governor of the State of California in cooperation with the California State legislature has enacted Wildfire Prevention Funding for local projects in and near fire threatened communities that focus on increasing the protection of people, structures, and communities. Qualified activities include hazardous fuels reduction, wildfire prevention planning and wildfire prevention education with an emphasis on improving public health and safety while reducing greenhouse gas emissions, and

WHEREAS, said procedures established by Cal Fire require the grantee's Governing Body to certify by resolution the approval of project application(s) before submission of said applications to the State; and

WHEREAS, the grantee will enter into a contract(s) with the State of California to complete the project;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Calabasas hereby:

1. Approves the filing of a grant application to develop a City of Calabasas Community Wildfire Protection Plan; and
2. Certifies that said grantee has or will have available, prior to commencement of project work utilizing Per Capita funding, sufficient funds to complete the project; and
3. Certifies that the grantee has or will have sufficient funds to operate and maintain the project, and
4. Certifies that the project proposed will be consistent with the City's General Plan (PRC §80063(a)), and
5. Certifies that the city will expend the grant funds prior to March 31, 2027

6. Delegates the authority to the City Manager, or designee to conduct all negotiations, sign and submit all documents, including, but not limited to applications, agreements, amendments, and payment requests, which may be necessary for the completion of the grant scope(s); and

7. Agrees to comply with all applicable federal, state and local laws, ordinances, rules, regulations and guidelines.

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

PASSED AND ADOPTED by the City Council of the City of Calabasas, this 8th day of February 2023.

David J. Shapiro, Mayor

ATTEST:

Maricela Hernandez, MMC, CPMC
City Clerk

APPROVED AS TO FORM:

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



CITY of CALABASAS
CITY COUNCIL AGENDA REPORT

DATE: JANUARY 27, 2023

TO: HONORABLE MAYOR AND COUNCILMEMBERS

**FROM: ROBERT YALDA, P.E., T.E., PUBLIC WORKS DIRECTOR/CITY ENGINEER
ANNA HARTOUNIANMISHEHPARAEI, E.I.T., ASSOCIATE CIVIL ENGINEER**

SUBJECT: RECOMMENDATION TO AWARD CONSTRUCTION CONTRACT FOR THE ADA CURB RAMP & SIDEWALK REPLACEMENT PROJECT, SPECIFICATION NO. 22-23-01, TO FS CONTRACTORS INC. FOR THE AMOUNT OF \$821,000.00.

**MEETING
DATE: FEBRUARY 8, 2023**

SUMMARY RECOMMENDATION:

Staff recommends that the City Council award the construction contract for the ADA Curb Ramp & Sidewalk Replacement Project, Specification No. 22-23-01 to FS Contractors Inc. in the amount of \$821,000.00. Staff also recommends appropriating a 15% contingency of the total contract value of \$944,150.00 for potential change orders that are typical with projects of this magnitude.

DISCUSSION/ANALYSIS:

Currently, the ADA Curb Ramp & Sidewalk Replacement Project targets 364 locations within the eastern portion of the City (refer to Exhibit C), that are either heavily cracked or uplifted and misaligned. The damaged sidewalks could potentially create a hazard for pedestrians and for those who rely on wheelchairs and other mobility assistance.

The continual drought and heatwave have aggravated the problem with tree roots growing closer to the surface. Evidently, the irregular growth of the curbside tree roots not only damage the sidewalk, but also shortens the trees’ life span. The tree work within the scope of the Ada Curb Ramp & Sidewalk Replacement Project includes tree root trimming, tree stump removal and tree removal. Trees will be inspected for nesting prior to removal.

Previously, staff used the City’s concrete maintenance contractor to regularly repair and replace the damaged sidewalks on a smaller scale and an as-needed basis. However, it was more cost effective to group and bid the sidewalk repair and replacement work. This was proven true again through the 2022 Sidewalk Repair and Replacement Project.

As a result, City staff publicly issued a “Request for Bids” to replace and repair the damaged sidewalks on the 20th day of December, 2022. The Bid opening was held on January 27th, 2022. A total of four Bid packages were purchased and three bid packages were submitted. The results are listed below;

CONTRACTORS	FS Contractors, Inc.	Addison-Miller, Inc.	GMZ Engineering, Inc.	Toro Enterprises, Inc.	Ashlar Construction & Development
Ada Curb Ramp & Sidewalk Replacement Project	\$821,000**	\$649,000*	\$1,799,600	\$850,250	Did NOT Submit Bid Package

* Apparent Low Bidder rejected due to non-compliance with bid package requirements (see Exhibit B).

**** The first apparent lowest bidder is non-compliant with bid package requirements per Exhibit B. This, it has been determined, after compliance review and contractor verification (see Exhibit B), FS Contractors Inc. is the lowest, responsive, and responsible bidder.**

The City has previously worked with FS Contractors, Inc. on the 2022 Sidewalk Repair and Replacement Project and ADA Compliance-Citywide Sidewalk Ramp Improvement Project in 2010. In addition, City staff has contacted neighboring municipalities who have had experience working with FS Contractors, Inc., where the contractor has performed construction work within the same scope as the ADA Curb Ramp & Sidewalk Replacement Project. From the investigation, City staff has determined that FS Contractors Inc. has continually maintained a great reputation in the industry over the years.

FISCAL IMPACT/SOURCE OF FUNDING:

Per the attached report (Exhibit A & E), this project will be funded through CDBG fund covering \$454,121.00 of the total amount and remaining \$490,029.00 will be covered through the ARPA funds.

REQUESTED ACTION:

Staff recommends that the City Council award the construction contract for the ADA Curb Ramp & Sidewalk Replacement Project, Specification No. 22-23-01 to FS Contractors, Inc. in the amount of \$821,000.00. Staff also recommends appropriating a 15% contingency of the total contract value of \$944,150.00 for potential change orders that are typical with projects of this magnitude.

ATTACHMENTS:

- Exhibit A: CDBG Appropriated Funds
- Exhibit B: CDBG 602579-22 Bid Package Analysis Report 1-30-2023
- Exhibit C: ADA Curb Ramp & Sidewalk Replacement Project Listing
- Exhibit D: Articles of Agreement
- Exhibit E: ADA Ramp and Sidewalk Replacement-ARPA Funds

**Los Angeles County Development Authority
County of Los Angeles
Project Description and Activity Budget**

Contract No. 112639 Version 0

PROJECT

OPERATING AGENCY

Project No: 602579-22 Title: ADA Ramp and Sidewalk Replacement Funding Period: 12/28/2022 To: 6/30/2023 Jurisdiction: Calabasas	Organization Name: City of Calabasas Type: Participating City LACDA Program Mgr: Erika Hunter
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Project Administration

Micheal Neal, CDBG Consultant
Michael Baker International

3760 Kilroy Airport Way, Suite 270
Long Beach, California 90806
Phone: (909) 261-2770
Fax: (562) 200-7166
mneal@mbakerintl.com

Eligibility Summary

Funding Source: CDBG
 HUD Code: 03L Sidewalks
 Eligibility Citation: 570.201(c)
 National Objective: LMC
 Nat. Objective Citation: 570.208(a)(2) (ii)(a)
 Est. Accomplishments: 5070 Performance Indicator: People (General)

Activity Summary

This new project provides for the removal of architectural and material barriers through the removal of thirty (30) sidewalk curb barriers at thirteen (13) intersections, and construction of curb ramps, and the replacement of seventy (70) damaged sidewalks conforming to Americans with Disabilities Act (ADA) standards.

CDBG funds are used for personnel, non-personnel, and capital costs.

This project will use \$454,121 in CDBG funds, and \$641,829 in general funds. The total project

budget is \$1,095,950.

INTERSECTION	NUMBER OF CURB RAMPS
1. Declaration Ave. & Schuylkill Dr.	2
2. Declaration Ave. & America Way.	2
3. Declaration Ave. & Brandywine Dr.	2
4. Declaration Ave. & Town Crier Rd.	4
5. Schuylkill Dr. & Town Crier Rd.	2
6. Town Crier Rd. & Bon Homme Rd.	2
7. Sparrow Dell Dr. & Towhee Dr.	2
8. Carsmaba Dr. & Towhee Dr.	2
9. Pulido Ct. & Towhee Dr.	2
10. Eddingham Ave & Adamsville Ave.	2
11. Eddingham Ave & Harney Pl.	2
12. Eddingham Ave & Carinloch St.	4
13. Eddingham Ave & Galilee St.	2

Sidewalk Replacement Locations. Maps are attached for each of the following 70 locations.

Adamsville Ave
Algonaut Dr
Belleau Ct
Bon Homme Rd
Brandywine Dr
Cairloch St
Calabasas Rd
Calipatria Dr
Carsamba Dr
Daguerre Ave
Dardenne St
De Grasse Dr
De Kalb Dr
Declaration Ave
Delia Ct
Dunmore Dr
Eddingham Ave
Faubion Pl
Federalist Rd
Freedom Dr
Galilee St
Ganelon Dr
Jameson Dr
Kearny St
Kingfisher Rd

Lemans Dr
Liberty Bell Rd
Lido Ct
Meadow Lark Dr
Old Topanga Canyon Rd
Park Alisal
Park Allegra
Park Antigua
Park Aurora
Park Belmonte
Park Blu
Park Capri
 Park Contessa
Park Cordero
Park Corona
Park Ensenada
Park Fortuna
Park Granada
Park Hacienda
Park Helena
Park Hermosa
Park Mallorca
Park Mariposa
Park Mirasol
Park Serena
Park Sevilla
Park Sienna
Park Sorrento 1
Park Sorrento 2
Park Vicente
Parkway Calabasas
Paul Revere Dr
Peacock Ct
Pickney Dr
Pulido Ct
Schuykill Dr
Sea Wind Pl
Sparrow Dell Dr
Ticonderoga Rd
Towhee Dr
Town Crier Rd
Via Del Prado
Via Leonardo

Waterford Way
Wrencrest Dr

Special Conditions

ENVIRONMENTAL REVIEW COMMERCIAL/INDUSTRIAL REHABILITATION: Per 24 CFR Part 58, the National Environmental Policy Act (NEPA) of 1969 – Environmental Review Procedures for Entities Assuming HUD Environmental Responsibilities: the Operating Agency shall submit to the Los Angeles County Development Authority (LACDA) a Property Identification Form for all properties to be rehabilitated. Review and clearance of proposed actions through this process must be granted PRIOR to incurring any costs or starting any rehabilitation activities. Historic properties that may be adversely impacted will be required to modify materials or action involved in order to meet LACDA and State Historic Preservation Officer (SHPO) standards. Floodplain review, the purchase of flood insurance, and public noticing requirements must also be completed where applicable. Each property must be submitted to the LACDA and cleared by this office on an INDIVIDUAL basis.

CONSTRUCTION CONTRACT AND PREVAILING WAGE LABOR COMPLIANCE: Failure to perform the following minimum requirements will result in findings that may create a monetary liability to the Operating Agency that includes, but is not limited to, disallowance of costs, suspension of funds, and termination of this contract. Read the following carefully before starting the procurement process. Contact your Los Angeles County Development Authority (LACDA) Contract Manager with questions and refer to the online Construction Compliance Guidelines for detailed guidance to help your Operating Agency to successfully meet the contract and labor compliance requirements on this project.

CONSTRUCTION CONTRACT: The Operating Agency shall:

- Submit Bid Specifications for LACDA review and acceptance prior to advertising the Notice Inviting Bids;
- Verify bidder's eligibility to receive federal funds through the Federal Online System prior to awarding a contract; and
- Send a Notice of Contract Award letter to the U.S. Department of Labor (DOL) Office of Federal Contract Compliance Programs (OFCCP) within 10 workdays of the contract award date.

PREVAILING WAGE LABOR COMPLIANCE: Federal Prevailing Wage requirements of the Davis-Bacon and Related Acts (DBRA) and the Federal Labor Standards Provisions (FLSP) apply to all public works construction funded with federal dollars. In the event of a labor dispute between Federal and State prevailing wage, the higher of the two will prevail. The Operating Agency shall proactively administer, monitor and enforce these provisions and maintain a Labor Standards Enforcement File for each contractor, sub-contractor, and lower-tier contractor working at the project site. This File must clearly document that the Operating Agency monitored the project site on a continuous basis, conducted Employee Field Interviews with workers, reconciled the Interview Forms with the applicable weekly Certified Payroll Report, notified the contractor of any labor deficiencies, and resolved any violations in a timely manner.

The Operating Agency shall:

- Notify the LACDA Contract Manager within 10 calendar days of the date of the discovery of any underpayment; and
- Request a Contract and Labor Compliance File Review by a LACDA Contract Manager within 10 workdays of the completion of construction.

SECTION 3: In accordance with Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u amended (Section 3), the Operating Agency must ensure that work performed under this CDBG-funded construction activity provides training, employment, contracting, and other economic opportunities, to the greatest extent feasible and consistent with existing Federal, State, and local laws and regulations, be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons. Operating Agency may refer to the CDBG Construction Compliance Guidelines for detailed guidance to successfully meet Section 3 bidding and contracting requirements on this project. This includes but is not limited to conducting a Pre-Bid Meeting for all interested bidders and present the contracting, employment, and training requirements to the prospective bidders; ensuring that all bidders/proposers submit a Declaration of Intent to Comply with Section 3 requirements, including benchmarks, in order to be a responsive bidder/proposer eligible for contract award; and executing, administering, and monitoring construction contracts for compliance with these requirements. Operating Agency must track and report labor hours via Certified Payrolls (CPRs), timesheets, and other documents to ensure compliance with Section 3 rules and requirements.

PREVAILING WAGE REQUIREMENTS: The prevailing wage requirements of the Davis-Bacon and Related Acts and the Federal Labor Standards Provisions apply to all construction activities and demolition in conjunction with construction comprising \$2,000 or more in cost. These prevailing wage requirements also apply to CDBG-funded contracts for the rehabilitation of residential property when the contract contains eight (8) or more housing units at the site of construction. The Operating Agency must notify the GMU Construction Contract Compliance Officer of the date, time, and location of the Pre-Construction Conference at least 10 calendar days in advance.

FIVE PERCENT RETENTION: LACDA will retain five percent (5%) of the CDBG contract amount for this project until a File Review of the Labor Standards Enforcement File has been completed and final clearance is issued. The Operating Agency must request the File Review prior to the anticipated completion of construction. The Operating Agency is advised that five percent (5%) of the total construction contract award be retained from the prime contractor by the Operating Agency to allow for the availability of funds to remedy monetary liabilities that can result from violations of the Davis-Bacon and Related Acts and Federal Labor Standards Provisions.

LABOR STANDARDS ADMINISTRATION AND ENFORCEMENT: To meet minimum program requirements, the Operating Agency must provide its GMU Program Manager with any updates to the Implementation Schedule within 10 calendar days of any change. The following tasks must be completed:

- *Submit Bid Documents for GMU review and approval prior to advertising the Notice Inviting Bids;

- *Providing the GMU Construction Contract Compliance Officer with a copy of the "Agency Report of Contract Award" within 10 calendar days of awarding any contract or subcontract involving construction activity;
- *Providing the U.S. Department of Labor (DOL) Office of Federal Contract Compliance Programs with a written "Notice of Contract Award" within 10 calendar days of awarding a contract in the amount of \$10,000 or more; and
- *Providing the "Contract-Subcontract Activity Report" as periodically requested by GMU Bulletin.

The Operating Agency must also establish and maintain a Labor Standards Enforcement File for each contractor working at the project site in accordance with the GMU Construction Contract Compliance Guidelines. The Operating Agency must provide evidence that the following activities have taken place:

- *Actively monitor the project site on a continuous basis to conduct Employee Field Interviews with workers;
- *Document all posting requirements and ensure that postings are accessible to workers;
- *Ensure that all contractors working at the project site submit all compliance documents within 10 calendar days of contract award;
- *Ensure that all contractors submit weekly Certified Payroll Reports within 10 calendar days of the pay period ending date; and
- *Ensure that a CPR is submitted for each week that work is performed and that the last CPR is marked "Final."

All weekly CPRs must be reviewed by the Operating Agency for completeness and accuracy upon receipt. The Operating Agency's review must include:

- *Reconciliation of all Employee Field Interviews with each contractor's weekly CPR;
- *Assurance that all documents supporting "other" deductions and "apprentice" status letters are attached to the corresponding CPR.

In the event of a discrepancy, the Operating Agency must suspend or withhold payment as allowed by law and in accordance with the contract between the Operating Agency and the prime contractor and notify the prime contractor in writing within 10 calendar days of the discovery of such a discrepancy. This written notification must:

- *Provide a detailed description of the discrepancy, including all necessary support documentation;
- *Outline the required corrective action;
- *Notify the contractor of their right to appeal;
- *Require the prime contractor to respond to the notification within 10 calendar days of its receipt; and
- *Inform the prime contractor that failure to sufficiently resolve the discrepancy within 10 calendar days, as detailed in the corrective action required, will lead to the Operating Agency suspending or withholding payment, as allowed by law and in accordance with the contract between the Operating Agency and the prime contractor.

In the event of a labor violation, the Operating Agency must:

- *Provide the GMU Construction Contract Compliance Officer with a "Report of Violation" within 10 calendar days of the date of the discovery of any violations involving underpayments to workers

as outlined in the GMU Construction Contract Compliance Guidelines;

*Provide HUD and the GMU Construction Contract Compliance Officer with a Title 29 CFR Section 5.7 Enforcement Report within 30 calendar days of the disposition date for each labor violation that involves underpayments to workers in the amount of \$500 or more for willful violations or unintentional underpayments of \$1,000 or more as outlined in the Federal Labor Standards Provisions; and

*Provide CDD-GMU with a "Semi-Annual Labor Standards Enforcement Report" summarizing all labor violation enforcement activities for the year as directed by GMU Bulletin.

PENALTIES: Failure by the Operating Agency to comply with this contract will result in a written notification from LACDA that the Operating Agency is subject to one or more of the following penalties, including but not limited to:

*Suspension of payment of contract funds;

*Withholding of contract retention funds; and

*Termination of Contract.

SANCTIONS: Failure by the Operating Agency to comply with this contract will result in a written notification from LACDA that the Operating Agency will be subject to consideration for placement on one of the following HUD sanction lists:

*Limited Participation List;

*List of Parties Excluded from receiving Federally Assisted contracts.

PROCUREMENT: The Operating Agency will comply with procurement standards for the purchase of all goods and contracted services as prescribed in 2 CFR Part 200.318.

The Operating Agency shall maintain during the term of this Contract and for a period of five (5) years after the expiration of the contract complete and adequate financial records and accounts as considered necessary by the LACDA to assure proper accounting for all program funds and to support all program expenditures. These records and accounts shall include, but not be limited to, the following:

* A double-entry General Ledger that supports the costs charged to the Program;

* Records documenting procurement of goods and services;

* Contracts for goods or services;

* Lease or Rental Agreements;

* Invoices;

* Billing Statements;

* Cancelled Checks;

* Timecards signed by employees and supervisors;

* Personnel Authorization Records;

* Payroll Registers;

* Payroll Tax Records;

* Bank Statements;

* Bank Reconciliations; and

* Documentation to support the allocation of costs.

SERVICE AREA: The Operating Agency shall confirm that each applicant counted toward the

CDBG-funded activity's actual accomplishments resides within the contract service area; thereby ensuring benefits to residents of the funding jurisdiction.

SUBRECIPIENT AGREEMENT/CONSULTANT SERVICES: The Operating Agency shall execute a professional services agreement with each consultant/contractor prior to incurring any costs or distributing any CDBG or ESG funds in compliance with federal contractual requirements.

Program Management Mitigation Conditions

None.

Environmental Mitigation Conditions

None.

Contracted Services/Subrecipients

Funding Summary

<u>Cost Category</u>	<u>Amount</u>	<u>Leverage Sources</u>	<u>Amount</u>
Uncategorized	\$454,121.00	General Fund	\$641,829.00
Total	\$454,121.00	Total	\$641,829.00

Implementation Schedule

Phase	Scheduled
Bid Document Submission	12/9/2022
Bid Document Acceptance	12/14/2022
Bid Opening	1/12/2023
Contract Award	1/27/2023
Construction Completed	4/30/2023

Service Area

<u>Region</u>	<u>Population</u>	<u>Low/Mod Pop</u>
Grand Total:	0	0 NaN Low/Mod



**City of Calabasas
ADA CURB RAMPS & SIDEWALK REPLACEMENT PROJECT
CDBG 602579-22**

Bidders Compliance Responsiveness Report

Addison-Miller, Inc.

Bid Package Compliance

- Did not submit all bid package required compliance documents: missing notary seal for Non-Collusion Affidavit, HUD 4010 Provisions; Non-Segregated Facilities Cert, Federal Lobbyist Cert, County Lobbyist Cert, and partially completed EEO Notice
- Will not contribute to MBE/WBE goals

Section 3 Declaration

- Did not submit

Contractor Verifications

- Verifications were not conducted for this bidder due to non-compliance with bid package requirements
- Will not utilize subcontractors

FS Contractors, Inc.

Bid Package Compliance

- Submitted all bid package required compliance documents
- Will not contribute to MBE/WBE goals

Section 3 Declaration

- Signed and submitted

Contractor Verifications

- I confirm that this contractor is eligible to bid, to be awarded, and perform work on a public works project. This contractor holds current license and registrations, and does not appear in the State of California DIR Debarments List and does not appear in the Department of Labor's Exclusion List.

- Proposed Subcontractor, Tiger Tree Service, Inc. is eligible to perform work on a public works project. Proposed subcontractor holds current licenses and registrations for landscaping and tree service, and does not appear in the State of California DIR Debarments List and does not appear in the Department of Labor's Exclusion List.

GMZ Engineering, Inc.

Bid Package Compliance

- Did not submit any bid package required compliance documents and HUD 4010 Provisions
- Will not contribute to MBE/WBE goals

Section 3 Declaration

- Did not submit

Contractor Verifications

- Verifications were not conducted for this bidder due to non-compliance with bid package requirements
- Will not utilize subcontractors

Toro Enterprises, Inc.

Bid Package Compliance

- Submitted all bid package required compliance documents
- Will commit 3% of construction dollars to MBE/WBE

Section 3 Declaration

- Signed and submitted

Contractor Verifications

- I confirm that this contractor is eligible to bid, to be awarded, and perform work on a public works project. This contractor holds current license and registrations, and does not appear in the State of California DIR Debarments List and does not appear in the Department of Labor's Exclusion List.

- Proposed Subcontractor, Green Coast Landscapes, Inc. is eligible to perform work on a public works project. Proposed subcontractor holds current licenses and registrations for landscaping and tree service, and does not appear in the State of California DIR Debarments List and does not appear in the Department of Labor's Exclusion List.

Sandra Lee _____

Report was prepared by Sandra Lee

Labor Compliance Consultant to the City of Calabasas on 1/30/2023

101	Via del Prado (Corner @ Jalan Plaza)					11' 2" * 8' 6" *	46.00	95.00
102	Via del Prado (Corner of Via Leonardo)			1		1' 0" * 2' 3" *	2.47	9.00
103	3805 Waterford Way		1.5x1' box	1		6' 8" * 5' 3" *	16.67	62.00
104	3812 Waterford Way					5' 0" * 3' 0" *	15.00	17.00
105	3832 Waterford Way					5' 0" * 30' 9" *	33.75	131.00
106	Corner of Waterford Way & Dunbar Dr					4' 5" * 10' 0" *	44.17	44.50
Major Roads								
								77.5 CY
107	24005 Calabass Rd Across the street (parking lot)	Plant tree per Specification 22-23-01	Potential Tree Removal			5' 4" * 3' 9" *	46.67	122.00
108	23945 Calabass Rd against lot, across the street	Plant tree per Specification 22-23-01	Potential Tree Removal	1		5' 7" * 4' 3" *	51.73	92.50
109	23945 Calabass Rd building, across the street					4' 7" * 1' 10" *	19.74	4.00
110	23945 Calabass Rd building, across the street	Plant tree per Specification 22-23-01	Potential Tree Removal		Traffic Signal box & Fire Hydrant	7' 0" * 3' 1" *	21.58	94.50
111	23901 Calabass Rd Building, across the street	Plant tree per Specification 22-23-01	Potential Tree Removal			5' 0" * 6' 4" *	31.67	108.50
112	23901 Calabass Rd Building, across the street	Plant tree per Specification 22-23-01	Potential Tree Removal			5' 0" * 5' 6" *	27.50	67.50
113	23801 Calabass Rd.					7' 0" * 7' 0" *	49.00	129.50
114	23801 Calabass Rd.					4' 0" * 3' 0" *	12.00	9.00
115	23801 Calabass Rd.					3' 0" * 3' 0" *	9.00	51.00
116	Between 23901 & 23801 Calabass Rd.					3' 0" * 3' 0" *	9.00	5.00
117	23901 Calabass Rd. (Parking Lot)					7' 0" * 8' 6" *	59.50	
118	23901 Calabass Rd. (In front of Building)					4' 3" * 3' 0" *	12.75	118.50
119	24100 Calabass Rd. (Building). Note: Flush with adjacent sidewalk and driveway					7' 0" * 5' 7" *	46.68	9.00
120	24115 Calabass Rd. Next to Shell Gas Station Driveway					4' 0" * 5' 5" *	21.67	22.00
121	24221 Calabass rd. (next to dealership's driveway)				Traffic Ramp Meter Box	7' 6" * 4' 0" *	30.00	30.00
122	24221 Calabass rd. (next to dealership's driveway)					7' 7" * 3' 5" *	25.91	
123	24005 Calabass Rd. Next to Lov's Restaurant Driveway	Plant tree per Specification 22-23-01	Potential Tree Removal		Traffic Signal box & Fire Hydrant	7' 7" * 3' 7" *	22.73	176.00
124	23901 Calabass Rd. (In front of Parking Lot)	Plant tree per Specification 22-23-01	Potential Tree Removal			7' 7" * 3' 0" *	22.75	
125	23901 Calabass Rd (in front of building)	Plant tree per Specification 22-23-01	Potential Tree Removal			7' 7" * 2' 2" *	16.38	147.50
126	23801 Calabass Rd (Across the road from building)	Plant tree per Specification 22-23-01	Potential Tree Removal			7' 5" * 4' 6" *	28.42	17.00
Park Granada								
127	on Park Granada. (in front of the building 23621 Park Sorrento)					4' 7" * 2' 5" *	11.08	11.50
128	Park Sorrento & Park Granada. (in front of light pole 4105568) coordinates: 34.14646, -118.64220					5' 0" * 8' 8" *	43.33	43.50
129	Park Sorrento & Park Granada. (in front of light pole 4105568) coordinates: 34.14646, -118.64220					5' 0" * 11' 2" *	55.83	84.50
130	474 Park Granada					4' 0" * 3' 0" *	12.00	112.00
131	474 Park Granada		Reclaimed Water Box			7' 0" * 6' 0" *	42.00	42.00
132	4622 Park Granada				Communication Utility Box	7' 7" * 9' 6" *	72.04	235.50
133	Across the Street from 4616 Park Granada (At the Bus Stop)					7' 7" * 7' 11" *	58.08	
134	4500 Park Granada (3 separate locations with single or double panels)					7' 7" * 2' 6" *	18.96	
						3' 0" * 3' 0" *	9.00	
						5' 0" * 11' 6" *	57.50	57.50
						5' 0" * 8' 3" *	41.25	
						4' 0" * 5' 0" *	20.00	157.00
						4' 0" * 5' 1" *	20.42	
						5' 0" * 13' 1" *	65.42	
Parkway Calabass								
135	34.14912, -118.64775					6' 0" * 9' 0" *	54.00	114.00
136	34.14904, -118.64704					6' 0" * 10' 0" *	60.00	54.00
137	34.14648, -118.64700					6' 0" * 9' 0" *	54.00	50.00
138	34.14616, -118.65250		Tree root pruning			10' 0" * 5' 0" *	50.00	50.00
139	34.13994, -118.65150		Tree root pruning			5' 0" * 10' 0" *	50.00	50.00
140	34.13922, -118.65690		Tree root pruning			5' 0" * 10' 0" *	50.00	145.00
141	34.13887, -118.65790		Tree root pruning			5' 0" * 10' 0" *	50.00	38.00
142	34.14062, -118.66460		Tree root pruning			6' 0" * 5' 1" *	30.50	54.00
143	34.14052, -118.66490		Tree root pruning			6' 0" * 7' 0" *	42.00	47.00
144	34.14053, -118.66510		Tree root pruning			6' 0" * 6' 0" *	36.00	18.00
145	34.14062, -118.66562		Tree root pruning			6' 0" * 3' 0" *	18.00	63.00
146	34.14056, -118.66570		Tree root pruning			6' 0" * 4' 0" *	24.00	102.00
147	34.14065, -118.66582		Tree root pruning			3' 0" * 3' 0" *	9.00	81.00
148	34.14086, -118.66604		Tree root pruning			6' 0" * 6' 0" *	36.00	81.00
149	34.14055, -118.66694		Tree root pruning			8' 0" * 3' 0" *	24.00	325.00
150	34.14053, -118.66510		Tree root pruning			4' 0" * 10' 0" *	40.00	
						18' 0" * 10' 0" *	180.00	
						5' 0" * 14' 0" *	70.00	28.00
Park Sorrento								
151	34.14064, -118.66735		Tree root pruning			5' 0" * 9' 0" *	40.00	40.00
152	34.14036, -118.63208		Tree root pruning			5' 0" * 8' 0" *	40.00	120.00
153	34.15471, -118.6307 4681 Park Mirasol		Tree root pruning			5' 0" * 10' 0" *	50.00	50.00
154	In Front 4635 Park Mirasol		Tree root pruning			5' 0" * 10' 0" *	50.00	59.00
155	In Front 4672 Park Mirasol		Tree root pruning			5' 0" * 8' 0" *	40.00	80.00
156	In Front 4692 Park Mirasol		Tree root pruning			5' 0" * 8' 0" *	40.00	80.00
Old Topanga Canyon Rd								
157	34.1392826, -118.639052	Enlarge Tree Wells, Pour concrete in pattern directed by City Engineer				7' 0" * 9' 0" *	63.00	140.00
158	34.1398357, -118.6310658	Enlarge Tree Wells, Pour concrete in pattern directed by City Engineer				7' 0" * 11' 0" *	77.00	150.00
159	Across From 4022 Old Topanga cyn	Enlarge Tree Wells, Pour concrete in pattern directed by City Engineer				7' 0" * 10' 0" *	63.00	150.00
160	34.1407023, -118.6312153	Enlarge Tree Wells, Pour concrete in pattern directed by City Engineer				7' 0" * 9' 0" *	63.00	133.00
161	34.1408438, -118.6312428	Enlarge Tree Wells, Pour concrete in pattern directed by City Engineer				7' 0" * 8' 4" *	61.33	128.00
162	34.1409801, -118.6312411	Enlarge Tree Wells, Pour concrete in pattern directed by City Engineer				7' 0" * 7' 0" *	49.00	132.00
163	34.1462534, -118.6295363	Enlarge Tree Wells, Pour concrete in pattern directed by City Engineer				5' 0" * 7' 0" *	35.00	110.00
164	34.1461843, -118.6295701	Enlarge Tree Wells, Pour concrete in pattern directed by City Engineer				6' 3" * 7' 0" *	43.75	74.50
165	34.1460711, -118.6295741	Enlarge Tree Wells, Pour concrete in pattern directed by City Engineer				5' 11" * 7' 0" *	41.42	137.00
166	34.1454820, -118.6297280	Enlarge Tree Wells, Pour concrete in pattern directed by City Engineer				3' 10" * 4' 0" *	15.33	108.00
167	34.1445972, -118.6299761	Enlarge Tree Wells, Pour concrete in pattern directed by City Engineer				2' 6" * 7' 0" *	17.50	80.50
168	34.1440352, -118.6301126	Enlarge Tree Wells, Pour concrete in pattern directed by City Engineer				7' 0" * 8' 0" *	56.00	119.00
169	34.1434345, -118.6302597	Enlarge Tree Wells, Pour concrete in pattern directed by City Engineer				3' 0" * 7' 0" *	21.00	116.00
170	34.1432638, -118.6304821	Enlarge Tree Wells, Pour concrete in pattern directed by City Engineer				4' 6" * 7' 0" *	32.00	143.00
...	...	Enlarge Tree Wells, Pour				10' 0" * 7' 0" *	70.00	...

171	34.1430263, -118.6306487	concrete in pattern directed by City Engineer			7' 0" 0"	9' 1"	63.58	135.50
172	34.1429586, -118.6306735	Enlarge Tree Wells, Pour concrete in pattern directed by City Engineer			7' 0" 0"	4' 7"	54.83	55.00
173	34.1428462, -118.6307466	Enlarge Tree Wells, Pour concrete in pattern directed by City Engineer			7' 0" 0"	9' 1"	63.58	133.00
174	34.1427080, -118.6308270	Enlarge Tree Wells, Pour concrete in pattern directed by City Engineer			5' 8" 0"	7' 0"	39.67	107.50
175	34.1421275, -118.6310504	Enlarge Tree Wells, Pour concrete in pattern directed by City Engineer			4' 1" 0"	7' 0"	38.58	81.50
176	34.1419679, -118.6311050	Enlarge Tree Wells, Pour concrete in pattern directed by City Engineer			7' 0" 0"	7' 0"	49.00	113.50
177	34.1412981, -118.6312385	Enlarge Tree Wells, Pour concrete in pattern directed by City Engineer			4' 3" 0"	7' 0"	38.75	43.50
Greater Mulwood Area								
178	2275 Brandywine Dr (sidewalk)				4' 0" 0"	5' 0" 0"	20.00	30.00
179	2277 Brandywine Dr				2' 0" 0"	5' 0" 0"	10.00	10.00
180	2274 Brandywine Dr (Drive approach)				4' 0" 0"	8' 0" 0"	48.00	48.00
181	2273 Brandywine Dr	fire hydrant	1 drain		2' 0" 0"	8' 0" 0"	16.00	59.00
182	2274 Brandywine Dr (sidewalk)				4' 0" 0"	5' 0" 0"	20.00	123.50
183	2274 Brandywine Dr (Drive approach)				4' 0" 0"	8' 4"	33.33	136.00
184	2270 Brandywine Dr	w. box 1.5'x2'			2' 0" 0"	4' 0" 0"	8.00	5.00
185	4124 Bon Homme				4' 0" 0"	32' 0" 0"	128.00	128.00
186	4124 Bon Homme				1 drain	4' 0" 0"	16.00	20.00
187	4110 Bon Homme				4' 0" 0"	7' 0" 0"	28.00	28.00
188	4110 Bon Homme				phone box 1.5x3'	1' 0" 0"	4.00	4.50
189	4050 Bon Homme				4' 0" 0"	4' 0" 0"	16.00	18.00
190	4048 Bon Homme				4' 0" 0"	8' 0" 0"	32.00	34.00
191	4038 Bon Homme				4' 0" 0"	8' 0" 0"	32.00	33.00
192	3948 Bon Homme				4' 0" 0"	8' 4"	33.33	33.50
193	3935 Bon Homme	tree root pruning	11"x22" AT		4' 0" 0"	5' 0" 0"	20.00	22.00
194	3907 Bon Homme	tree root pruning	11"x22" ATT	driveway	4' 0" 0"	8' 3"	33.00	74.00
195	3960 Bon Homme	tree root pruning			4' 0" 0"	8' 1"	32.67	157.00
196	22822 Caramba Dr			utility box	4' 0" 0"	3' 0" 0"	12.00	38.50
197	2287 De Kalb Dr				5' 0" 0"	5' 0" 0"	25.00	20.00
198	22683 De Kalb Dr			SBC box	4' 0" 0"	3' 0" 0"	12.00	14.00
199	2244 De Kalb Dr	tree root pruning			4' 0" 0"	8' 1"	32.67	32.50
200	2230 De Kalb Dr	tree root pruning			4' 0" 0"	4' 3"	17.00	23.00
201	De Kalb (35' west of Liberty Bell)	tree root pruning			4' 0" 0"	3' 0" 0"	12.00	44.00
202	22345 De Kalb	tree root pruning			4' 0" 0"	4' 0" 0"	16.00	16.00
203	22322 De Kalb	tree root pruning			4' 0" 0"	4' 0" 0"	16.00	19.00
204	Declaration (Across from 4056)	tree root pruning			4' 0" 0"	5' 0" 0"	20.00	89.00
205	4033 Declaration			1 drain	4' 0" 0"	5' 3"	21.00	32.00
206	3968 Declaration				4' 0" 0"	8' 0" 0"	32.00	35.00
207	3915 Declaration				4' 0" 0"	10' 10"	40.37	47.50
208	3922 Declaration				4' 0" 0"	1' 0" 0"	4.00	64.00
209	3932 Declaration				4' 0" 0"	8' 0" 0"	32.00	32.00
210	4018 Declaration			drop inlet	4' 0" 0"	8' 0" 0"	32.00	44.00
211	4080 Declaration				4' 0" 0"	4' 0" 0"	16.00	19.00
212	4071 Declaration				4' 0" 0"	5' 0" 0"	20.00	73.00
213	3841 Declaration				4' 0" 0"	4' 0" 0"	16.00	17.50
214	3806 Declaration			1 drain	4' 0" 0"	8' 4"	33.33	65.00
215	Declaration (Across from 3841)				4' 0" 0"	8' 0" 0"	32.00	64.00
216	Declaration (Across from 3851)				4' 0" 0"	9' 0" 0"	36.00	36.00
217	22424 De Grasse	tree root pruning			4' 0" 0"	4' 1"	16.33	49.00
218	22444 De Grasse			phone box (1.5x3') FH	4' 0" 0"	8' 2"	32.67	83.50
219	22327 De Grasse				5' 0" 0"	8' 0" 0"	40.00	48.50
220	22739 Federalist Road				3' 0" 0"	8' 0" 0"	24.00	203.00
221	22727 Federalist Road				3' 0" 0"	8' 0" 0"	24.00	145.00
222	22639 Federalist Road	tree root pruning			3' 0" 0"	10' 3"	36.00	60.00
223	22601 Federalist Road				3' 0" 0"	4' 0" 0"	12.00	24.00
224	4215 Kingfisher Rd				2' 0" 0"	10' 0" 0"	40.00	20.00
225	4222 Kingfisher Rd			water 1.5'x2' AT&T (11"x22")	5' 0" 0"	8' 0" 0"	40.00	186.50
226	22388 Liberty Bell				4' 0" 0"	8' 1"	32.33	70.00
227	22341 Liberty Bell				4' 0" 0"	7' 3"	29.00	33.00
228	Liberty Bell (south of Freedom Dr)				4' 0" 0"	8' 4"	33.33	83.00
229	4267 Meadowlark			valve 1.5'x2'	5' 0" 0"	8' 0" 0"	40.00	65.00
230	4230 Meadowlark	tree root pruning	driveway		5' 0" 0"	8' 0" 0"	40.00	115.00
231	4211 Meadowlark	tree root pruning			5' 0" 0"	8' 0" 0"	40.00	41.50
232	22883 Paul Revere	tree root pruning			5' 0" 0"	3' 10"	15.17	19.50
233	22620 Paul Revere				4' 0" 0"	8' 1"	32.33	100.00
234	22600 Paul Revere				4' 0" 0"	7' 7"	30.33	86.50
235	22545 Paul Revere			driveway	4' 0" 0"	7' 0" 0"	28.00	25.00
236	22611 Paul Revere				4' 0" 0"	3' 7"	14.33	14.50
237	22435 Paul Revere				4' 0" 0"	4' 2"	16.67	33.50
238	22503 Paul Revere	tree root pruning			4' 0" 0"	7' 0" 0"	28.00	30.00
239	22515 Paul Revere			drain	4' 0" 0"	3' 10"	15.17	58.50
240	22577 Paul Revere			driveway	4' 0" 0"	5' 0" 0"	20.00	182.00
241	22571 Paul Revere	tree root pruning			4' 0" 0"	8' 0" 0"	32.00	53.00
242	Across from 23010 Peacock Ct	tree root pruning			4' 0" 0"	7' 0" 0"	28.00	216.00
243	23010 Peacock Ct	tree root pruning	Air Vac K'w'		4' 0" 0"	10' 0" 0"	40.00	58.00
244	23002 Peacock Ct	tree root pruning			7' 3" 0"	10' 0" 0"	72.50	246.50
245	Across from 23016 Peacock Ct				4' 0" 0"	3' 0" 0"	12.00	116.00
246	23016 Peacock Ct				4' 0" 0"	8' 0" 0"	32.00	68.50
247	4235 Pickney Dr				4' 0" 0"	8' 0" 0"	32.00	33.00
248	4235 Pickney Dr	tree root pruning	driveway		4' 0" 0"	8' 0" 0"	32.00	34.00
249	4231 Pickney Dr				4' 0" 0"	4' 0" 0"	16.00	34.00
250	4209 Pickney Dr			sawto pump station cabinet	4' 0" 0"	8' 0" 0"	32.00	77.00
251	4209 Pickney Dr				4' 0" 0"	6' 0" 0"	24.00	24.00
252	Pickney Drive (across from 4109)				4' 0" 0"	10' 0" 0"	40.00	42.00
253	4211 Pickney Dr			1 drain	4' 0" 0"	8' 2"	32.67	179.50
254	4109 Pickney Dr				4' 0" 0"	8' 0" 0"	32.00	57.00
255	4011 Pulido Ct			utility box	5' 0" 0"	3' 0" 0"	15.00	18.50
256	4000 Pulido Ct				4' 11" 0"	4' 4" 0"	17.33	19.00
257	4080 Pulido Ct				4' 11" 0"	4' 10" 0"	37.75	86.00
258	4125 Pulido Ct				4' 11" 0"	1' 3" 0"	6.15	52.50
259	4139 Pulido Ct				5' 0" 0"	3' 0" 0"	15.00	55.00

ADA Curb Ramp Listing			
Item #	# of Curb Ramps	Curb Ramps Location	ADA Curb Ramps Per SPPWC, Standard plan 111-5, Case#, Type#
1	2	Intersection of Declaration Ave. & Schuylkill Dr.	Case A, Type 6
2	2	Intersection of Declaration Ave. & America Way.	Case A, Type 6
3	2	Intersection of Declaration Ave. & Brandywine Dr.	Case A, Type 6
4	2	Intersection of Declaration Ave. & Town Crier Rd.	Case A, Type 6
5	2	Intersection of Schuylkill Dr. & Town Crier Rd.	Case A, Type 6
6	2	Intersection of Town Crier Rd. & Bon Homme Rd.	Case A, Type 6
7	2	Intersection of Sparrow Dell Dr. & Towhee Dr.	Case B, Type 1 (Modified)
8	4	Intersection of Carsmaba Dr. & Towhee Dr.	Case B, Type 1 (Modified)
9	2	Intersection of Pulido Ct. & Towhee Dr.	Case B, Type 1 (Modified)
10	2	Intersection of Eddingham Ave & Adamsville Ave.	Case A, Type 6
11	2	Intersection of Eddingham Ave & Harney Pl.	Case A, Type 6
12	4	Intersection of Eddingham Ave & Carinloch St.	Case A, Type 6
13	2	Intersection of Eddingham Ave & Galilee St.	Case A, Type 6
Total	30		

ARTICLES OF AGREEMENT

ADA CURB RAMP & SIDEWALK REPLACEMENT PROJECT, SPECIFICATION NO. 22-23-01, AGREEMENT IN THE CITY OF CALABASAS, CALIFORNIA

THIS ADA CURB RAMP & SIDEWALK REPLACEMENT PROJECT, SPECIFICATION NO. 22-23-01, AGREEMENT (“AGREEMENT”) is made and entered into for the above-stated project this 23rd day of February, 2022, BY AND BETWEEN the City of Calabasas, a municipal corporation, hereafter designated as “AGENCY”, and FS Contractors Inc., a California Corporation (corporation, partnership, limited liability company, or other business form), hereafter designated as “CONTRACTOR.”

WITNESSETH that AGENCY and CONTRACTOR have mutually agreed as follows:

ARTICLE I: Contract Documents

The contract documents for the ADA CURB RAMP & SIDEWALK REPLACEMENT PROJECT, SPECIFICATION NO. 22-23-01, shall consist of the Notice Inviting Sealed Bids, Instructions To Bidders, Bid Proposal, Bid Schedule, Standard Specifications, Special Provisions, and all referenced specifications, details, standard drawings, and appendices; together with two signed copies of the AGREEMENT, two signed copies of required bonds; one copy of the insurance certificates, permits, notices, and affidavits; and also including any and all addenda or supplemental agreements clarifying, amending, or extending the work contemplated as may be required to ensure its completion in an acceptable manner (collectively referred to herein as the “Contract Documents”). All of the provisions of the Contract Documents are made a part hereof as though fully set forth herein.

ARTICLE II: Scope of Work

For and in consideration of the payments and agreements to be made and performed by AGENCY, CONTRACTOR agrees to furnish all materials and equipment and perform all work required for the above-stated project, and to fulfill all other obligations as set forth in the aforesaid Contract Documents.

AGENCY hereby employs CONTRACTOR to provide the materials, do the work, and fulfill the obligations according to the terms and conditions herein contained and referred to, for the prices provided herein, and hereby contracts to pay the same at the time, in the manner, and upon the conditions set forth in this AGREEMENT.

In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to this AGREEMENT, CONTRACTOR offers and agrees to assign to the AGENCY all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (Section 16700, et seq.) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made

and become effective at the time the awarding body tenders final payment to CONTRACTOR, without further acknowledgment by the parties.

ARTICLE III: Compensation

A. CONTRACTOR agrees to receive and accept the prices set forth in the Bid Proposal and Bid Schedule as full compensation for furnishing all materials, performing all work, and fulfilling all obligations hereunder. In no event shall the total compensation and costs payable to CONTRACTOR under this Agreement exceed the sum of \$821,000.00 (EIGHT HUNDRED TWENTY-ONE THOUSAND Dollars) unless specifically approved in advance and in writing by AGENCY.

CONTRACTOR agrees to perform all work based on time, as agreed upon with the AGENCY on the CONTRACTOR'S Equipment and Labor Rates, and materials as full compensation for furnishing all materials, performing all work, and fulfilling all obligations hereunder.

Such compensation shall cover all expenses, losses, damages, and consequences arising out of the nature of the work during its progress or prior to its acceptance including those for well and faithfully completing the work and the whole thereof in the manner and time specified in the aforesaid Contract Documents; and also including those arising from actions of the elements, unforeseen difficulties or obstructions encountered in the prosecution of the work, suspension or discontinuance of the work, and all other unknowns or risks of any description connected with the work.

B. This AGREEMENT is 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 CONTRACTOR of improper payment requests, and provides for the payment of interest on progress payment requests which are not timely made in accordance with that Article. This AGREEMENT hereby incorporates the provisions of Article 1.7 as though fully set forth herein.

C. At the request and expense of CONTRACTOR, securities equivalent to the amount withheld shall be deposited with AGENCY, or with a state or federally chartered bank in this state as the escrow agent, who shall then pay those moneys to CONTRACTOR upon AGENCY'S confirmation of CONTRACTOR'S satisfactory completion of this AGREEMENT. At any time during the term of this AGREEMENT CONTRACTOR may, at its own expense, substitute securities for funds otherwise withheld as retention (or the retained percentage) in accordance with Public Contract Code § 22300.

ARTICLE IV: Labor Code

AGENCY and CONTRACTOR acknowledge that this AGREEMENT is subject to the provisions of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code relating to public works and public agencies and agree to be bound by all the provisions thereof as though set forth fully herein. Full compensation for conforming to the requirements of the Labor

Code and with other Federal, State and local laws related to labor, and rules, regulations and ordinances which apply to any work performed pursuant to this AGREEMENT is included in the price for all contract items of work involved.

This AGREEMENT is further subject to prevailing wage law, including, but not limited to, the following:

A. The CONTRACTOR 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 CONTRACTOR shall pay the wage rate of the craft or classification most closely related to the omitted classification. The CONTRACTOR shall forfeit as a penalty to AGENCY \$200.00 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 in violation of the provisions of the Labor Code whether such worker is employed in the execution of the work by CONTRACTOR or by any Subcontractor under CONTRACTOR. In addition, CONTRACTOR shall pay each worker 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.

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

C. Pursuant to Labor Code § 1725.5, CONTRACTOR and any subcontractor must be registered with the California Department of Industrial Relations for any bid proposal submitted on or after March 1, 2015, and for any contract for public work entered into on or after April 1, 2015. Further, this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

D. Pursuant to Labor Code § 1776, CONTRACTOR 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 him or her 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.

E. 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:

CONTRACTOR 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 CONTRACTOR'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. CONTRACTOR shall forfeit as a penalty to AGENCY \$25.00 or any greater penalty set forth in the Labor Code for each worker employed in the execution of the work by CONTRACTOR or by any Subcontractor of CONTRACTOR, 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 Labor Code.

F. This AGREEMENT is subject to Public Contract Code Section 6109: CONTRACTOR shall be prohibited from performing work on this project with a subcontractor who is ineligible to perform work on the project pursuant to Sections 1777.1 or 1777.7 of the Labor Code.

ARTICLE V: Work Site Conditions

A. In compliance with and pursuant to Government Code Section 4215, AGENCY shall assume the responsibility, as between the parties to this AGREEMENT, for the timely removal, relocation, or protection of existing main- or trunk-line utility facilities located on the site of any construction project that is a subject of this AGREEMENT, if such utilities are not identified by AGENCY in the plans and specifications made a part of the invitation for bids. The Contract Documents shall include provisions to compensate CONTRACTOR for the costs of locating, repairing damage not due to the failure of CONTRACTOR to exercise reasonable care, and removing or relocating such utility facilities not indicated in the plans and specifications with reasonable accuracy, and for equipment on the project necessarily idled during such work. CONTRACTOR shall not be assessed liquidated damages for delay in completion of the project, when such delay was caused by the failure of AGENCY or the owner of a utility to provide for removal or relocation of such utility facilities.

B. To the extent that the work requires trenches in excess of five feet (5') and is estimated to cost more than \$25,000, prior to any excavation, CONTRACTOR must provide the AGENCY, or a registered civil or structural engineer employed by the AGENCY to whom authority has been delegated to accept such plans, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer. Nothing in this section shall be deemed to allow the use of a shoring, sloping, or protective system less effective than that required by the Construction Safety Orders.

C. This AGREEMENT is further subject to Public Contract Code Section 7104 with regard to any trenches deeper than four feet (4') involved in the proposed work as follows:

CONTRACTOR shall promptly, and before the following conditions are disturbed, notify AGENCY, in writing, of any:

- (1) Material that CONTRACTOR believes may be hazardous waste, as defined in Section 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 existing law.

- (2) Subsurface or latent physical conditions at the site differing from those indicated by all available information provided prior to the deadline for submission of 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.

AGENCY 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 CONTRACTOR's cost of, or the time required for, performance of any part of the work, AGENCY shall issue a change order under the procedures described in this AGREEMENT.

In the event that a dispute arises between AGENCY and CONTRACTOR whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in CONTRACTOR's cost of, or time required for, performance of any part of the work, CONTRACTOR shall not be excused from any scheduled completion date provided in the AGREEMENT, but shall proceed with all work to be performed under the AGREEMENT. CONTRACTOR shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

ARTICLE VI: Insurance

A. With respect to performance of work under this AGREEMENT, CONTRACTOR shall maintain, and shall require all of its subcontractors to maintain, insurance as required by Section E "Standard Specifications" of the Contract Documents.

B. This AGREEMENT is further subject to Workers' Compensation obligations, including, but not limited to, California Labor Code Sections 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 AGENCY 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 AGREEMENT 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 AGENCY for any damage resulting from failure of either CONTRACTOR or any subcontractor to take out or maintain such insurance.

ARTICLE VII: Indemnification

To the fullest extent permitted by law, CONTRACTOR shall, at its sole cost and expense, fully defend, indemnify and hold harmless AGENCY, its authorized representatives and their respective subsidiaries, affiliates, members, directors, officers, employees and agents (collectively, the “Indemnitees”) from and against any and all claims, actions, demands, costs, judgments, liens, penalties, liabilities, damages, losses, and expenses, including but not limited to any fees of accountants, attorneys or other professionals (collectively “Liabilities”), arising out of, in connection with, resulting from or related to, any act, omission, fault or negligence of CONTRACTOR, CONTRACTOR’s Representative, or any of its officers, agents, employees, Subcontractors or Suppliers, or any person or organization directly or indirectly employed by any of them (Collectively, the “Indemnitors”), in connection with or relating to or claimed to be in connection with or relating to the work performed under this AGREEMENT.

If CONTRACTOR is a joint venture or partnership, each venturer or partner shall be jointly and severally liable for any and all of the duties and obligations of CONTRACTOR that are assumed under or arise out of this AGREEMENT. Each of such venturers or partners waives notice of the breach or non-performance of any undertaking or obligation of CONTRACTOR contained in, resulting from or assumed under this AGREEMENT, and the failure to give any such notice shall not affect or impair such venturer’s or partner’s joint and several liability hereunder.

ARTICLE VIII: Binding Effect

AGENCY and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto and to its partners, successors, assigns, and legal representatives in respect of all covenants, agreements, and obligations contained in the Contract Documents. This AGREEMENT is not assignable nor the performance of either party’s duties delegable without the prior written consent of the other party. Any attempted or purported assignment or delegation of any of the rights of obligations of either party without the prior written consent of the other shall be void and of no force and effect.

ARTICLE IX: Dispute Resolution

A. Any court action arising out of this AGREEMENT shall be filed in the Los Angeles County Superior Court. Any alternative dispute resolution proceeding arising out of this AGREEMENT shall be heard in the County of Los Angeles.

B. AGENCY shall have full authority to compromise or otherwise settle any claim relating to this AGREEMENT or any part hereof at any time. AGENCY shall provide timely notification to CONTRACTOR of the receipt of any third-party claim relating to this AGREEMENT. AGENCY shall be entitled to recover its reasonable costs incurred in providing the notification required by this section.

C. 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 CONTRACTOR, for the response to such claims by the AGENCY,

for a mandatory meet and confer conference upon the request of CONTRACTOR, for mandatory nonbinding mediation in the event litigation is commenced, and for mandatory judicial arbitration upon the parties' failure to resolve the dispute through mediation. This AGREEMENT hereby incorporates the provisions of Article 1.5 as though fully set forth herein.

ARTICLE X: Independent CONTRACTOR

CONTRACTOR is and shall at all times remain as to AGENCY, a wholly independent CONTRACTOR. Neither AGENCY nor any of its agents shall have control of the conduct of CONTRACTOR or any of CONTRACTOR's employees, except as herein set forth. CONTRACTOR shall not at any time or in any manner represent that it or any of its agents or employees are in any manner agents or employees of AGENCY.

ARTICLE XI: Taxes

CONTRACTOR is responsible for paying all retail, sales and use, transportation, export, import, special or other taxes and duties applicable to, and assessable against any work, materials, equipment, services, processes and operations incidental to or involved in this AGREEMENT. The CONTRACTOR is responsible for ascertaining and arranging to pay such taxes and duties. The prices established in this AGREEMENT shall include compensation for any taxes the CONTRACTOR is required to pay by laws and regulations in effect as of the execution of this AGREEMENT.

ARTICLE XII: Notices

All notices and communications shall be sent in writing to the parties at the following addresses:

AGENCY: Public Works

CONTRACTOR: J. Angel Fierros, President

CITY OF CALABASAS

FS Contractors, Inc.

100 Civic Center Way

14838 Bledsoe St.

Calabasas, CA 91302-3172

Sylmar, CA, 91342

ARTICLE XIII: Entire Agreement

This AGREEMENT supersedes any and all other agreements, either oral or written, between the parties and contains all of the covenants and agreements between the parties pertaining to the work of improvements described herein. Each party to this AGREEMENT acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that any other agreement, statement or promise not contained in this AGREEMENT shall not be valid or binding. Any modification of this AGREEMENT will be effective only if signed by the party to be charged.

The benefits and obligations of this AGREEMENT shall inure to and be binding upon the representatives, agents, partners, heirs, successors and assigns of the parties hereto. This AGREEMENT shall be construed pursuant to the laws of the State of California.

ARTICLE XIV: Authority to Contract

The signatories hereto represent that they are authorized to sign on behalf of the respective parties they represent and are competent to do so, and each of the parties hereto hereby irrevocably waives any and all rights to challenge signatures on these bases.

ARTICLE XV: General Provisions

A. All reports, documents or other written material (“written products” herein) developed by CONTRACTOR in the performance of this Agreement shall be and remain the property of AGENCY without restriction or limitation upon its use or dissemination by AGENCY. CONTRACTOR 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 CONTRACTOR.

B. In the performance of this Agreement, CONTRACTOR 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.

C. 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 at the head of which it appears, the section or paragraph hereof, 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).

D. The waiver by AGENCY or CONTRACTOR 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 AGENCY or CONTRACTOR unless in writing.

E. 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.

F. CONTRACTOR shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to AGENCY under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to CONTRACTOR under this Agreement. All such documents shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written

request of AGENCY. In addition, pursuant to Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds ten thousand dollars, all such documents and this Agreement shall be subject to the examination and audit of the State Auditor, at the request of AGENCY or as part of any audit of AGENCY, for a period of three (3) years after final payment under the Agreement.

IN WITNESS WHEREOF the parties hereto for themselves, their heirs, executors, administrators, successors, and assigns do hereby agree to the full performance of the covenants herein contained and have caused this AGREEMENT to be executed in duplicate by setting hereunto their names, titles, hands, and seals this 12TH day of January, 2022.

CONTRACTOR: FS Contractors, Inc.

J. Angel Fierros, President
CONTRACTOR's License No. 1005940

AGENCY: _____
David J. Shapiro, Mayor of the City of Calabasas Date

ATTESTED: _____
Maricela Hernandez, City Clerk of the City of Calabasas Date

APPROVED AS TO FORM: _____
Matthew T. Summers, City Attorney of the City of Calabasas Date

(EXECUTE IN DUPLICATE)

CERTIFICATE OF ACKNOWLEDGMENT

State of California
County of _____

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

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

WITNESS my hand and official seal.

Signature _____ (SEAL)

CERTIFICATE OF ACKNOWLEDGMENT

State of California
County of _____

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

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

WITNESS my hand and official seal.

Signature _____ (SEAL)

**FAITHFUL PERFORMANCE BOND
ADA CURB RAMP & SIDEWALK REPLACEMENT PROJECT,
SPECIFICATION NO. 22-23-01
IN THE CITY OF CALABASAS, CALIFORNIA**

KNOW ALL PERSONS BY THESE PRESENTS That GMZ Engineering Inc., hereinafter referred to as "CONTRACTOR" as PRINCIPAL, and _____, a corporation duly organized and doing business under and by virtue of the laws of the State of California and duly licensed for the purpose of making, guaranteeing, or becoming sole surety upon bonds or undertakings as Surety, are held and firmly bound unto the CITY OF CALABASAS, CALIFORNIA, hereinafter referred to as the "AGENCY" in the sum of **Five Hundred Thirty Thousand Seven Hundred Thirty-Five Dollars** (\$530,735.00); which is one hundred percent (100%) of the total contract amount for the above stated project; lawful money of the United States of America for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, assigns and successors, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that whereas CONTRACTOR has been awarded and is about to enter into a Contract with AGENCY to perform all work required pursuant to the contract documents for the project entitled: ADA CURB RAMP & SIDEWALK REPLACEMENT PROJECT, SPECIFICATION NO. 22-23-01 CONTRACT which Contract is by this reference incorporated herein, and is required by AGENCY to give this Bond in connection with the execution of the Contract;

NOW, THEREFORE, if CONTRACTOR and his or her Subcontractors shall well and truly do and perform all the covenants and obligations of the Contract on his or her part to be done and performed at the times and in the manner specified herein including compliance with all Contract specifications and quality requirements, then this obligation shall be null and void, otherwise it shall be and remain in full force and effect;

PROVIDED, that any alterations in the work to be done, or in the material to be furnished, which may be made pursuant to the terms of the Contract, shall not in any way release CONTRACTOR or the Surety thereunder, nor shall any extensions of time granted under the provisions of the Contract release either CONTRACTOR or said Surety, and notice of such alterations of extensions of the Contract is hereby waived by said Surety.

In the event suit is brought upon this Bond by AGENCY and judgment is recovered, said Surety shall pay all costs incurred by AGENCY in such suit, including a reasonable attorney's fee to be fixed by the Court.

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals this ____ day of _____, 20__.

CONTRACTOR*

J. Angel Fierros, President
FS Contractors, Inc.
14838 Bledsoe St.
Sylmar, CA, 91342
Telephone # (818) 838-6040

Surety*

*Provide CONTRACTOR and SURETY name, address and telephone number and the name, title, address and telephone number for the respective authorized representatives. Power of Attorney must be attached.

(EXECUTE IN DUPLICATE)

CERTIFICATE OF ACKNOWLEDGMENT

State of California
County of _____

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

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

WITNESS my hand and official seal.

Signature _____ (SEAL)

CERTIFICATE OF ACKNOWLEDGMENT

State of California
County of _____

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

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

WITNESS my hand and official seal.

Signature _____ (SEAL)

NON-COLLUSION AFFIDAVIT

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. 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. All statements contained in the bid are true. 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, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on the ___ day _____, 20__ at _____, California.

J. Angel Fierros, President

FS Contractors, Inc.

Business Address:
J. Angel Fierros, President
FS Contractors, Inc.
14838 Bledsoe St.
Sylmar, CA, 91342
Telephone # (818) 838-6040

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: _____

FS Contractors, Inc.

By: _____
(Signature)

(Title)

Attest:

By: _____
(Signature)

(Title)

NOTE: See Section 7 Responsibility of the CONTRACTOR, Paragraph 7-3 of the Standard Specifications for insurance carrier rating requirements.

ENDORSEMENTS TO INSURANCE POLICY

Name of Insurance Company: _____

Policy Number: _____

Effective Date: _____

The following endorsements are hereby incorporated by reference into the attached Certificate of Insurance as though fully set forth thereon:

1. The naming of an additional insured as herein provided shall not affect any recovery to which such additional insured would be entitled under this policy if not named as such additional insured, and
2. The additional insured named herein shall not be held liable for any premium or expense of any nature on this policy or any extensions thereof, and
3. The additional insured named herein shall not by reason of being so named be considered a member of any mutual insurance company for any purpose whatsoever, and
4. The provisions of the policy will not be changed, suspended, canceled or otherwise terminated as to the interest of the additional insured named herein without first giving such additional insured twenty (20) days' written notice.
5. Any other insurance held by the additional insured shall not be required to contribute anything toward any loss or expense covered by the insurance, which is referred to by this certificate.
6. **The company provided insurance for this certificate is a company licensed to do business in the State of California with a Best's rating of A+ VIII or greater.**

It is agreed that the City of Calabasas, its officers and employees, are included as Additional Insureds under the contracts of insurance for which the Certificate of Insurance is given.

Authorized Insurance Agent

Date: _____

Anna Hartounian

From: Ron Ahlers
Sent: Tuesday, January 31, 2023 3:21 PM
To: Anna Hartounian
Cc: Robert Yalda
Subject: RE: ADA Curb Ramp & Sidewalk Replacement Project-Funding Source Appropriations

Hi Anna

Yes, ARPA funds available.
Use account: 45-339-6503-20

Ron Ahlers
Chief Financial Officer
Finance Department
City of Calabasas | 100 Civic Center Way | Calabasas, CA 91302
(818) 224-1610 | fax: (818) 225-7324 | rahlers@cityofcalabasas.com
www.cityofcalabasas.com



CITY of CALABASAS

From: Anna Hartounian <ahartounian@cityofcalabasas.com>
Sent: Tuesday, January 31, 2023 11:39 AM
To: Ron Ahlers <rahlers@cityofcalabasas.com>
Cc: Robert Yalda <ryalda@cityofcalabasas.com>
Subject: ADA Curb Ramp & Sidewalk Replacement Project-Funding Source Appropriations

Good afternoon Ron,

Per the phone conversation, the total for the ADA Curb Ramp & Sidewalk Replacement Project will be \$944,150.00. Per the attached report \$454,121.00 will be paid through the CDBG fund and could be that the remaining \$490,029.00 to be covered through the ARPA funds?

Thank you,

Anna Hartounian
Associate Civil Engineer
Public Works Department
City of Calabasas
Ph. (818) 224-1688



CITY *of* CALABASAS



ahartounian@cityofcalabasas.com

www.cityofcalabasas.com



CITY of CALABASAS

CITY COUNCIL AGENDA REPORT

DATE: JANUARY 26, 2023

TO: HONORABLE MAYOR AND COUNCILMEMBERS

**FROM: MICHAEL KLEIN, COMMUNITY DEVELOPMENT DIRECTOR, AICP
ANGELA GEORGEFF, ASSOCIATE PLANNER**

**SUBJECT: ANNUAL UPDATE OF THE CITY'S TOBACCO RETAILER
REGISTRATION PROGRAM FOR 2022**

MEETING DATE: FEBRUARY 8, 2023

SUMMARY RECOMMENDATION:

Staff recommends that the City Council receive and file this report.

BACKGROUND:

Adoption of Ordinance No. 2009-259, Chapter 5.18 of the Calabasas Municipal Code (CMC) requires all tobacco retailers to be registered with the City of Calabasas in order to sell tobacco related products. The Ordinance took effect on July 10, 2009 with registration being required annually. There is no fee involved for the registration applicant. It is unlawful for any retailer to sell tobacco products without maintaining current registration. In addition to requiring a valid registration, the ordinance prohibits retailers from selling tobacco products (inclusive of vaping products) to anyone under 21 years of age (consistent with state law). The ordinance establishes policies and procedures for the regular monitoring of tobacco retailers by the City and Sheriff's Department, including the use of underage decoys for sting operations. Any retailer who is found to be in violation of the ordinance and state law prohibiting the sale of tobacco to persons under 21 years of age is subject to a minimum fine of \$1,000 and will have their registration (and, thus, their right to sell tobacco) revoked for a specified period of time.

Section 5.18.130(H) of the CMC requires the City Manager to provide an annual report to the City Council regarding enforcement of the ordinance. The CMC further specifies the content of the annual report as follows:

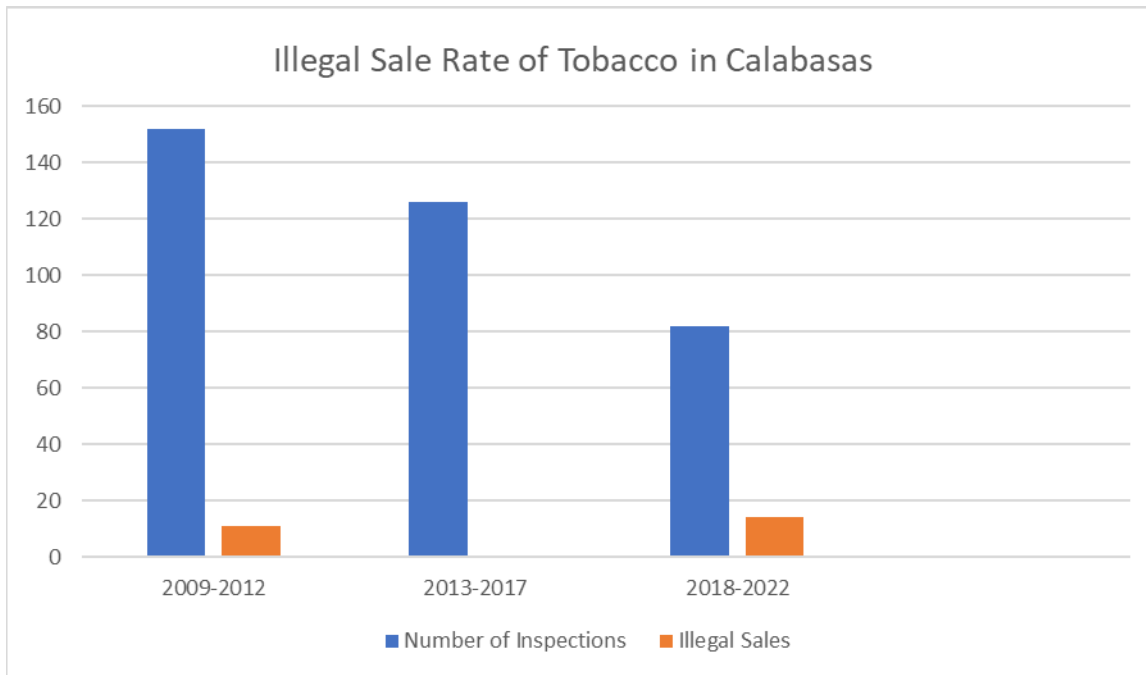
“The report shall include: (i) the number of tobacco retailers found to have violated this chapter; (ii) the number of enforcement actions taken with respect to each tobacco retailer under Section 5.18.100, (iii) the cost to the city of enforcement of this chapter, and (iv) whether additional enforcement funds are needed and, if so, whether he or she recommends those funds be derived from the City's General Fund, fees imposed for the issuance of registrations under this chapter, or the proceeds of fines and penalties paid to the city under this chapter.”

DISCUSSION/ANALYSIS:

Section 5.18.100 of the CMC, stipulates that the Los Angeles County Sheriff's Department shall conduct three tobacco sting operations per year; however, “the department may check the compliance of tobacco retailers previously found to be in compliance a fewer number of times”. On November 18, 2021, staff received notice from the California Department of Justice (DOJ) that the City was approved for a grant up to \$159,207 to increase tobacco enforcement efforts. Grantees were allotted use of grant funds to enforce local ordinance or state law related to the illegal sale and marketing of tobacco products, including e-cigarettes, to minors and youth. These enforcement efforts are to include, retailer compliance checks and license inspections. The main purpose of the grant is to provide funding to the Sheriff's Department to increase the number of tobacco sting operations from three to six per year, over three fiscal years (2021-2024).

Staff is currently working with the Sheriff's Department to continue to meet this goal. In 2022, six operations were conducted with a total of four violations cited. On February 16, 2022, Oak Shell, located at 22295 Mulholland Highway, failed a decoy operation and subsequently received a violation. Their registration was revoked on April 11, 2022, and was reinstated three months later. On April 20, 2022, a decoy operation was failed by Ralphs at 4754 Commons Way. After a three-month revocation period, Ralphs Tobacco Registration was re-issued on September 14, 2022. After a decoy operation on October 17, 2022, a violation occurred at Rite Aid, located at 4710 Commons Way. As of the date of this report, the Tobacco Retailer Registration for Rite Aid has been revoked for three months starting on January 2, 2023. It should be noted that after receiving a violation during a sting operation on April 20, 2022, Gelsons opted to discontinue the sale of tobacco products at the Calabasas location.

Below is a chart summarizing the annual illegal sale rates from 2009 through 2022.



Note: the illegal sale rate of tobacco is based on sales transactions made during official sting operations only. There has been a total of 438 inspections to date, with an average compliance rate of 92.5%.

The City’s administration costs associated with registration under this ordinance are minimal and a portion of the current grant (described above) supplements Planning Staff time spent on the program. Staff sends a notice and registration form once a year to each retailer for registration renewal. Staff also provides outreach efforts during the renewal period to ensure that retailers are aware of the registration and that they will be subject to random sting operations. Currently there are only 13 tobacco retailers operating, therefore Planning staff time is minimal (It should be noted that the number of tobacco retail operators in the City declined from 14 to 13 when Gelsons chose to discontinue the sale of tobacco products).

REQUESTED ACTION:

Staff recommends that the City Council receive and file this report.

ATTACHMENTS:

- Attachment A - Tobacco Retailer Status Sheet as of December 30, 2022
- Attachment B - Powerpoint

Tobacco Retailer Status Sheet

2022		
Retailer	Address	No. of Violations
LAS VIRGENES MOBIL	4830 LAS VIRGENES RD	0
RITE-AID #6327	4710 COMMONS WAY	1
CALABASAS MOBIL	24025 CALABASAS RD	0
OAK SHELL	22295 MULHOLLAND HWY	2
RALPHS #205	4754 COMMONS WAY	1
GELSON'S MARKETS #11	22277 MULHOLLAND HWY	0
CALABASAS UNOCAL CORPORATION	24115 CALABASAS RD	0
UNITED PACIFIC #0234 (SHELL)	4807 LAS VIRGENES RD	0
7-ELEVEN STORE #39055A	4919 LAS VIRGENES RD	0
UNITED PACIFIC #0235 (CHEVRON)	4831 LAS VIRGENES RD	0
CALABASAS LIQUOR & MARKET	5657 LAS VIRGENES RD	0
ALBERTSONS SUPERMARKET #6335	26521 AGOURA RD	0
TOBACCO ROYALE N VAPE	26500 AGOURA RD	0
MALIBU LIQUOR & CIGAR CO.	4937 LAS VIRGENES RD	0

From 2009 to 2021		
Retailer	Address	No. of Violations
LAS VIRGENES MOBIL	4830 LAS VIRGENES RD	2
RITE-AID #6327	4710 COMMONS WAY	2
CALABASAS MOBIL	24025 CALABASAS RD	1
OAK SHELL	22295 MULHOLLAND HWY	2
RALPHS #205	4754 COMMONS WAY	3
GELSON'S MARKETS #11	22277 MULHOLLAND HWY	0
CALABASAS UNOCAL CORPORATION	24115 CALABASAS RD	1
UNITED PACIFIC #0234 (SHELL)	4807 LAS VIRGENES RD	0
7-ELEVEN STORE #39055A	4919 LAS VIRGENES RD	3
UNITED PACIFIC #0235 (CHEVRON)	4831 LAS VIRGENES RD	2
CALABASAS LIQUOR & MARKET	5657 LAS VIRGENES RD	1
ALBERTSONS SUPERMARKET #6335	26521 AGOURA RD	0
TOBACCO ROYALE N VAPE	26500 AGOURA RD	2
MALIBU LIQUOR & CIGAR CO.	4937 LAS VIRGENES RD	0

Tobacco Retailer Registration 2022 Annual Update



CITY *of* CALABASAS

Angela Georgeff, Associate Planner

Ordinance Overview

- Ordinance adopted on June 10, 2009.
- Requires retailers to obtain a registration with the City to sell tobacco products.
- Registration is required annually.
- **Retailers** are prohibited from selling tobacco products to anyone under 21 years of age.
- Establishes policy for monitoring retailers, including the use of underage decoys in sting operations.
- Requires an annual review of enforcement activities and associated costs.



Ordinance Violations

- Selling tobacco products to anyone under 21 years of age is a violation of the ordinance subject to the following penalty:
 - \$1,000 fine via a civil action
 - 3 month revocation upon a 1st violation
 - 6 month revocation upon a 2nd violation within 60 months
 - 1 year revocation upon a 3rd violation within 60 months
 - 5 year revocation upon a 4th violation within 60 months
- After a violation has occurred the department holds an administrative hearing.
- Appeals are decided by a Hearing Officer appointed by the City Manager, \$250 appeal fee.



Illegal Sale Rate of Tobacco in Calabasas

Year	Total no. of stings	No. of times tobacco products were sold to a decoy	Illegal sales rate
2009 a	14	5	35%
2009 b	14	1	7%
2010	42	3	7%
2011	40	2	5%
2012	42	5	12%
2013	42	0	0
2014	42	0	0
2015	28	0	0
2016	14	0	0
2017	0	N/A	N/A
2018	14	1	7%
2019	52	7	14%
2020	0	N/A	N/A
2021	14	2	14%
2022	82	4	5%



Retailer Status for 2022

Retailer	Current Registration	Number Failed	Number of Violations (within 12 months)
LAS VIRGENES MOBIL	yes	0	0
RITE-AID #6327	no	1	1
CALABASAS MOBIL	yes	0	0
OAK SHELL	yes	1	1
RALPHS #205	yes	1	1
GELSON'S MARKETS	no	1	1
CALABASAS UNOCAL CORPORATION	yes	0	0
UNITED PACIFIC #2034 (SHELL)	yes	0	0
7-ELEVEN STORE #39055A	yes	0	0
UNITED PACIFIC #2035 (CHEVRON)	yes	0	0
CALABASAS LIQUOR MARKET	yes	0	0
ALBERTSONS SUPERMARKET	yes	0	0
TOBACCO ROYALE	yes	0	0
MALIBU LIQUOR & WINE CELLAR INC.	yes	0	0



2023 Tobacco Control Local Grades

City	Overall Tobacco Control Grade
Calabasas	B
Agoura Hills	F
Thousand Oaks	F
Westlake Village	F
Simi Valley	F
Moorpark	D
Los Angeles	D
Malibu	D

Source: State of Tobacco Control (SOTC) published by the American Lung Association, 2023



Upcoming Year (2023)

- Staff will continue to work with the Sheriff's department to conduct 6 sting operations in 2023.
- Staff is working on incentives and recognition for tobacco retail operators in good standing with a 100% pass rate.





CITY of CALABASAS

CITY COUNCIL AGENDA REPORT

DATE: JANUARY 30, 2023

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: MICHAEL RUSSO, COMMUNICATIONS DIRECTOR

SUBJECT: COUNCIL DISCUSSION AND CONSIDERATION OF CONDUCTING HYBRID COMMISSION MEETINGS ENABLING COMMISSIONERS AND THE PUBLIC TO PARTICIPATE REMOTELY OR IN-PERSON

MEETING DATE: FEBRUARY 8, 2023

BACKGROUND AND DISCUSSION:

On March 17, 2020, the Governor issued an Executive Order suspending certain provisions of the Ralph M. Brown Act in order to allow for local legislative bodies to conduct their meetings completely telephonically or by other electronic means. The City has conducted Commission meetings over technology platform Zoom since that time. The Calabasas City Council held remote meetings via Zoom starting in April 2020. In October 2022, the City Council held its first hybrid meeting, allowing members of the public, staff or Council members to participate either in person or remotely. However, meetings of all City Commissions have continued solely via Zoom.

DISCUSSION/ANALYSIS:

Holding a Commission meeting involves staff time and resources. A department director and staff are involved in presentations or providing the Commission with appropriate materials for discussion. Another cost involves Communications staff who actually make the meeting available to the public. The amount of

Communications staff required to produce a meeting varies depending on the type of meeting involved.

- **Traditional (Pre-Pandemic)**: A meeting that took place before April 2020 was held in Chambers and cablecast on CTV. There was no Zoom component and, thus, no hybrid capability. This meeting required two Communications staff working in our master control above the Council Chambers.
- **Zoom only**: When a meeting is held on Zoom, two staff persons are required. One Communications staff member handling the CTV cablecast in master control. The second staff person would serve as the meeting “host” to start and record the meeting, and may even bring panelists in and out, and allow the public to speak. In the past, Communications managers also served this function, but we are training departmental Executive Assistants or other staff to serve in this role (the second Communications staffer will still start each meeting, then turn it over to the appropriate departmental staff).
- **Hybrid Meetings**: A truly hybrid live meeting, where some participants are remote on Zoom and some are in Chambers, is the most challenging and resource-heavy. This requires four Communications staff – and, perhaps, even one additional staff from the appropriate department. In essence, the City is running two separate meetings (one on CTV and the other on Zoom) that must work perfectly together; and this is where the increased staffing is required. There are many moving parts in cablecasting a meeting in Council Chambers. There are a dozen microphones, numerous monitors – large and small – five cameras, inputs to play presentations (some of which can have audio and/or video), feeds for the hearing-impaired; and it all must be seamless without interference or audio/video feedback. Making the CTV cablecast and Zoom virtual stream play nicely together is challenging. This is not unique to Calabasas; every local government running hybrid meetings has the same challenges.

ADDITIONAL INFORMATION REGARDING OPTIONS

On September 13, 2022, Governor Newsom signed Assembly Bill No. 2449 (Rubio) (“AB 2449”), effective January 1, 2023. The bill amends the Brown Act to authorize teleconferencing when a member of a legislative body can demonstrate “just cause” or an “emergency circumstance,” in addition to the usual process allowing teleconferencing when the teleconferenced located is publicly accessible and disclosed on the agenda.

At the outbreak of the Covid-19 Pandemic, Governor Newsom issued Executive

Order N-29-20 in March 2020, waiving the conditions above to encourage teleconferencing to stem the rate of transmission. Governor Newsom signed AB 361, effective September 2021, adding subdivision (e) to Government Code section 54953 ("Subdivision E") and codifying the waiver, but only during a proclaimed state of emergency or when certain findings can be made. Under Subdivision E, the City Council must make specified findings every 30 days to continue allowing City Commission members with the teleconferencing option. Subdivision E expires on January 1, 2024.

AB 2449 amends the teleconferencing provisions of the Brown Act and adds subdivision (f) to Government Code section 54953 ("Subdivision F"). Important differences between the default teleconferencing rules and the special rules under Subdivision E and Subdivision F are summarized below:

	Default Rules	Subdivision E	Subdivision F
In-person Participation of Quorum of Commissioners	Required	Not Required	Required
Method of Commissioner's Participation in Teleconferenced Meeting	Audio or Audio-Visual	Audio or Audio-Visual	Audio-Visual only
Required Opportunities for Public Participation	Only In-Person Required	Call-In or Internet-Based	Call-In or Internet-based & In-Person
Required course of action if disruption prevents broadcast of meeting or public's ability to comment	Meeting Proceeds	No Further Action Taken	No Further Taken

For an agency to invoke the procedures under AB 2449, there must at least be a quorum of the Commissioners participating in person from a singular, physical location identified on the agenda; the location is accessible to the public; and the meeting location is within the local agency's jurisdiction. Local agencies must provide at least one of the following to facilitate a public meeting that equally allows remote participants to interact:

- A two-way audiovisual platform (defined to mean an online platform that provides participants with the ability to participate in a meeting through an interactive video conference and a two-way telephonic function); and/or
- A two-way telephonic service and a live webcasting of the meeting (defined to mean a telephone service that does not require internet access, is not provided as part of a two-way audiovisual platform and allows participants to dial a telephone number to listen and verbally participate).

When participating remotely, Commissioners shall participate through both audio and visual technology. Before any official action is taken, the Commissioner must publicly disclose whether any other individuals 18 years or older are in the room at the remote location with the Commissioner, and what the individual's relationship is to the Commissioner.

If a disruption occurs that prevents the Commission from convening the meeting both remotely and in person, the Commission will take no further action on the meeting agenda until public access to the meeting has been restored. This includes situations where the online platform for remote participation has been disrupted and the public may no longer access the meeting remotely. Actions taken during disruption may be challenged.

b. Teleconferencing for "Just Cause" v. "Emergency Circumstances"

Unlike Subdivision E, which only applies during a proclaimed state of emergency or when certain findings can be made, Subdivision F applies when a Commissioner can demonstrate "just cause" or an "emergency circumstance."

"Just cause" means any of the following:

- A childcare or caregiving need of a child, parent, grandparent, grandchild, sibling, spouse, or domestic partner that requires them to participate remotely;
- A contagious illness that prevents a Commissioner from attending in person;
- A need related to a physical or mental disability; or
- Travel while on official business of the City or another state or local agency.

"Emergency circumstance" means a physical or family medical emergency that prevents a Commissioner from attending in person.

The procedures for invoking “just cause” or an “emergency circumstance” are different:

	Just Cause	Emergency Circumstances
Reason must be disclosed to City Council	Yes	Yes
Reason for teleconferencing needs to be approved by City Council	No	Yes
When such request must be made	At the earliest opportunity	As soon as possible. If there is insufficient time to make the request before the posting of the public agenda, then it may be made at the beginning of the meeting.
Annual limit on use	No more than two meetings per calendar year	
	Commissioners may not use a combination of “just cause” and “emergency circumstances” to participate remotely for more than three months or 20 percent of the regular meetings of the calendar year. If the legislative body meets fewer than 10 times a year, they cannot participate remotely in more than 2 regular meetings.	

c. Process for seeking to participate remotely for “just cause”

- Commissioner provides a general description of the just cause at the earliest opportunity possible, including before the agenda publication deadline or at the start of the meeting.
- Commissioner has not requested more than two just cause teleconferencing appearances; more than three months of consecutive teleconferencing appearances or more than 20 percent of meetings within the calendar years under just cause and/or emergency circumstances.

- Staff liaison publishes the agenda listing the means by which public may access the meeting and offer public comment.
- A quorum of the Commission is physically present within the agency's territorial jurisdiction.
- Teleconferencing Commissioner turns on his or her audio and video (calling in by phone is not permitted).
- Commissioner discloses at the start of the meeting whether any other individuals 18 years of age or older are present in the room at the remote location with the Commissioner, and the Commissioner's relationship with the individual(s).
- All votes are taken by roll call.

d. Process for seeking to participate remotely for "emergency circumstances"

- Commissioner provides a general description of the emergency circumstance at the earliest opportunity possible; if there is insufficient time to place it on the posted agenda, then at the beginning of the meeting. The general description need not exceed 20 words and shall not require the member to disclose any medical diagnosis or disability, or any personal medical information that is already exempt under existing law.
- Commissioner has not requested more than three months of consecutive or more than 20 percent of meeting within a calendar year of teleconferencing appearances under just cause or emergency circumstances; or has not requested more than two teleconference appearances if the Commission regularly meets for less than 10 meetings per calendar year.
- Staff liaison publishes the agenda listing means by which the public may access the meeting and offer public comment.
- A quorum of the Commission is physically present within the agency's territorial jurisdiction.
- The Commission votes to approve teleconference participation due to emergency circumstance. (this is a new exception allowing the Commission to take action without being previously agendized, if not possible).
- Teleconferencing Commissioner turns on his or her audio and video (calling in by phone is not permitted).
- Commissioner discloses at the start of the meeting whether any other individuals 18 years of age or older are present in the room at the remote location with the Commissioner, and the Commissioner's relationship with the individual(s).
- All votes are taken by roll call.

Summary of Options from the Commissioner Perspective:

- Traditional (Pre-Pandemic) – All Commissioners and the public participate in person. Meetings would be broadcast on CTV and website, but not also by Zoom. Remote participation by a Commissioner would only be possible under the pre-pandemic remote participation option – requiring that the remote location be publicly listed on the agenda and be publicly accessible.
- All Zoom – All Commissioners would be present by Zoom, none in person. The public would participate by Zoom as well. This is viable only during 2023 and only as long as the Council can make the required findings every 30 days, including that state or local officials continue to recommend social distancing measures.
- Hybrid – The default is that Commissioners would need to attend in person and at minimum a quorum of Commissioners would need to be in person for every meeting. The public would participate by Zoom or in person. Commissioners could participate remotely under the pre-pandemic remote participation rules [including a public remote location], or on a limited basis if and when the rules as stated above for just cause or emergency circumstances can be met. Commissioners would be subject to those requirements and annual remote meeting count limitations – it would not be a right for Commissioners to attend every meeting remotely meeting at will. This is the same approach as the City Council meetings at present.

FISCAL IMPACT:

The more staff time equates to higher costs. Commission meetings do not happen every day, and their regularity depends on the actual Commission. For example, the Planning Commission twice each month, while the Historic Preservation Commission meets quarterly. Several other Commissions meet monthly. In the first six months of 2022, there were 24 Commission meetings. Assuming those 24 meetings took 40 hours of air time, we can look at the cost of each type of meeting. Looking at the required staff involved for each of the three scenarios, it's plain to see which is the most expensive:

Traditional (Pre-Pandemic):

Staff: 2 Senior Media Specialists

COST: \$104.54/hr. (1 FT + 1 PT)

Example: 40 hours of meetings = \$4,181.60

*Excluding any overtime

Zoom only:

Staff: 2 Senior Media Specialists

(or 1 Sr. Media Specialist + 1 Department staff)

COST: \$104.54/hr. (1 FT + 1 PT)

Example: 40 hours of meetings = \$4,181.60

*Excluding any overtime

Hybrid Meeting:

Staff: 2 Senior Media Specialists

1 IT Specialist

1 Media Supervisor

1 Department staff (if needed)

COST: \$248.81/hr. plus cost of the 5th staff person from another department (if needed)

Example: 40 hours of meetings = \$9,952.40

*Excluding any overtime

REQUESTED ACTION:

Discuss and provide direction on whether to hold hybrid Commission meetings, or continue with Zoom only, or meet in person in Chambers with no hybrid option.

ATTACHMENTS:

PowerPoint Presentation



CITY *of* CALABASAS

DISCUSSION AND DIRECTION REGARDING
HYBRID COMMISSION MEETINGS

Michael Russo – Communications Director
February 8, 2023

HYBRID COMMISSION MEETINGS

Review

- First Zoom Council meeting: April 22, 2020
- Commissions followed on Zoom
- First In-Person/Hybrid Council meeting Oct. 12, 2022
- HYBRID = One or more participants is not in the same location as the others.
- Increased staffing and technology requirements



HYBRID COMMISSION MEETINGS

Commissions Currently:

- No Commissions in person or in a hybrid
- On Zoom – fed live through CTV
- Commission meeting is also recorded on Zoom – uploaded to YouTube



HYBRID COMMISSION MEETINGS

Possible Meeting Types:

- Traditional (Pre-Pandemic): Pre-April 2020
- Zoom: Current Commission Meetings Platform
- HYBRID: Some or all Participants in Chambers -- w/ public either in Chambers or remote



HYBRID COMMISSION MEETINGS

Commissioner Surveys

City Clerk asked preference for In-Person / Virtual / Other

No firm preference

- In-Person = 12
- Virtual = 15
- Other = 3

*Some said stay virtual until any possible winter surge is finished



HYBRID COMMISSION MEETINGS

Staffing Needs

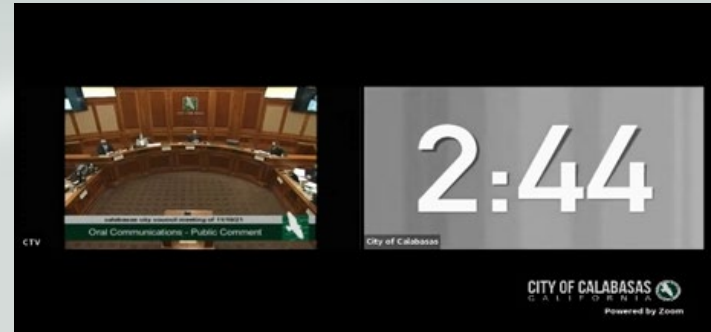
- **Traditional (Pre-Pandemic):**
 - Two Communications Staff
- **Zoom:** Current Commission Meetings Platform
 - Two Communications Staff (or 1 Comms staff + 1 Dept. staff)
- **HYBRID:** Participants (incl. public) in Chambers or Remote
 - 4 Staff (or 5 if needed)
 - 4 Comms Staff + 1 Dept. Staff (if needed)



HYBRID COMMISSION MEETINGS

Hybrid Meetings

- Running 2 meetings at once
- Everyone in Chambers and at home must be able to see/hear participants **and presentations.**
- A/V must be seamless



HYBRID COMMISSION MEETINGS

Staffing Costs (total costs):

- Traditional (Pre-Pandemic):
 - 2 Communications Sr. Media Specialists =
\$ 104.54/hour (1 FT + 1 PT) 40 hrs = \$4,181.60
- Zoom only:
 - 2 Communications Sr. Media Specialists =
\$ 104.54/hour (1 FT + 1 PT) 40 hrs = \$4,181.60



HYBRID COMMISSION MEETINGS

Typical Staffing – Council Hybrid Meeting



HYBRID COMMISSION MEETINGS

Costs (continued)

- Hybrid Meeting (total costs):
 - 2 Communications Sr. Media Specialists = \$ 104.54/hr. (1 FT+1PT)
 - + 1 Communications Sr. IT Specialist = \$ 63.14/hour
 - + 1 Communications Media Supervisor = \$ 81.13/hour
 - + 1 Other Dept. Staff (if needed) \$ xx.xx/hour
 - TOTAL: \$248.81/hour (including all costs) + other Dept. Staff \$
 - 40 hrs. of meetings = \$9,952.40





Check Register Report

Bank: BANK OF AMERICA - CITY OPERATING

Reporting Period: 1/14/2022 to 1/27/2023

Date: 1/31/2023

Time: 7:55:12AM

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Check No.	Check Date	Vendor Name	Check Description	Amount	Department
Administrative Services					
115394	1/18/2023	APPLE ONE	RECEPTION RAMIREZ, GEN. 12/31	824.60	Administrative Services
115455	1/25/2023	APPLE ONE	TEMP STAFFING- RECEPTIONIST	824.60	Administrative Services
115495	1/25/2023	STAPLES	OFFICE SUPPLIES	656.45	Administrative Services
115426	1/18/2023	US BANK	IIMCRenewSuppliesMYCMeeting	225.00	Administrative Services
115426	1/18/2023	US BANK	HR FormsHRMembership	225.00	Administrative Services
115426	1/18/2023	US BANK	IIMCRenewSuppliesMYCMeeting	112.61	Administrative Services
115407	1/18/2023	COURTYARD PHARMACY	COVID TEST	105.00	Administrative Services
115426	1/18/2023	US BANK	HR FormsHRMembership	98.88	Administrative Services
115426	1/18/2023	US BANK	HR FormsHRMembership	98.88	Administrative Services
115426	1/18/2023	US BANK	HR FormsHRMembership	40.00	Administrative Services
115426	1/18/2023	US BANK	IIMCRenewSuppliesMYCMeeting	19.66	Administrative Services
115426	1/18/2023	US BANK	IIMCRenewSuppliesMYCMeeting	19.05	Administrative Services
115426	1/18/2023	US BANK	IIMCRenewSuppliesMYCMeeting	14.22	Administrative Services
115426	1/18/2023	US BANK	IIMCRenewSuppliesMYCMeeting	9.58	Administrative Services
115426	1/18/2023	US BANK	IIMCRenewSuppliesMYCMeeting	-19.66	Administrative Services
Total Amount for 15 Line Item(s) from Administrative Services				\$3,253.87	
Boards and Commissions					
115426	1/18/2023	US BANK	IIMCRenewSuppliesMYCMeeting	342.74	Boards and Commissions
Total Amount for 1 Line Item(s) from Boards and Commissions				\$342.74	
City Attorney					
115473	1/25/2023	HOPKINS & CARLEY	HR LEGAL SERVICES	1,176.00	City Attorney
Total Amount for 1 Line Item(s) from City Attorney				\$1,176.00	
City Council					
115426	1/18/2023	US BANK	SUBSCRIPTIONS/REGISTRATIONS/SU	625.00	City Council
115426	1/18/2023	US BANK	SUBSCRIPTIONS/REGISTRATIONS/SU	625.00	City Council
115426	1/18/2023	US BANK	SUBSCRIPTIONS/REGISTRATIONS/SU	625.00	City Council
115426	1/18/2023	US BANK	SUPPLIES/FUEL	488.67	City Council
115426	1/18/2023	US BANK	SUBSCRIPTIONS/REGISTRATIONS/SU	488.37	City Council
115426	1/18/2023	US BANK	EMAIL/PUBLICAT/SOTC/CONFERENCE	307.36	City Council
115465	1/25/2023	CONEJO AWARDS	PLAQUES	284.06	City Council
115465	1/25/2023	CONEJO AWARDS	NAME BADGES AND PLAQUES	254.63	City Council



Check Register Report

Bank: BANK OF AMERICA - CITY OPERATING

Reporting Period: 1/14/2022 to 1/27/2023

Date: 1/31/2023

Time: 7:55:15AM

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Check No.	Check Date	Vendor Name	Check Description	Amount	Department
115426	1/18/2023	US BANK	SUBSCRIPTIONS/REGISTRATIONS/SU	250.00	City Council
115426	1/18/2023	US BANK	SUBSCRIPTIONS/REGISTRATIONS/SU	242.25	City Council
115426	1/18/2023	US BANK	SUBSCRIPTIONS/REGISTRATIONS/SU	224.00	City Council
115426	1/18/2023	US BANK	EMAIL/PUBLICAT/SOTC/CONFERENCE	208.04	City Council
115426	1/18/2023	US BANK	EMAIL/PUBLICAT/SOTC/CONFERENCE	151.82	City Council
115426	1/18/2023	US BANK	SUBSCRIPTIONS/REGISTRATIONS/SU	148.36	City Council
115426	1/18/2023	US BANK	SUBSCRIPTIONS/REGISTRATIONS/SU	144.60	City Council
115426	1/18/2023	US BANK	SUBSCRIPTIONS/REGISTRATIONS/SU	96.42	City Council
115426	1/18/2023	US BANK	SUPPLIES/FUEL	78.00	City Council
115431	1/18/2023	WEINTRAUB/ALICIA//	REIMB CELL PHONE	60.00	City Council
115426	1/18/2023	US BANK	SUBSCRIPTIONS/REGISTRATIONS/SU	50.00	City Council
115426	1/18/2023	US BANK	SUBSCRIPTIONS/REGISTRATIONS/SU	50.00	City Council
115426	1/18/2023	US BANK	SUBSCRIPTIONS/REGISTRATIONS/SU	50.00	City Council
115405	1/18/2023	CONEJO AWARDS	NAME BADGE-COUNCILMEMBER	46.07	City Council
115465	1/25/2023	CONEJO AWARDS	NAME BADGES DELIVERY-MAYOR	45.00	City Council
115465	1/25/2023	CONEJO AWARDS	PLAQUES	42.90	City Council
115426	1/18/2023	US BANK	SUBSCRIPTIONS/REGISTRATIONS/SU	35.39	City Council
115426	1/18/2023	US BANK	SUBSCRIPTIONS/REGISTRATIONS/SU	22.07	City Council
115426	1/18/2023	US BANK	SUBSCRIPTIONS/REGISTRATIONS/SU	10.00	City Council
115426	1/18/2023	US BANK	SUPPLIES/FUEL	5.46	City Council

Total Amount for 28 Line Item(s) from City Council

\$5,658.47

City Management

115426	1/18/2023	US BANK	SUBSCRIPTIONS/REGISTRATIONS/SU	1,301.91	City Management
115422	1/18/2023	STAPLES	OFFICE SUPPLIES	171.85	City Management
115422	1/18/2023	STAPLES	OFFICE SUPPLIES	93.83	City Management
115426	1/18/2023	US BANK	BUSINESS MEETING LUNCH	80.00	City Management
115426	1/18/2023	US BANK	BUSINESS MEETING LUNCH	80.00	City Management
115426	1/18/2023	US BANK	BUSINESS MEETING LUNCH	55.74	City Management
115422	1/18/2023	STAPLES	OFFICE SUPPLIES	22.22	City Management
115426	1/18/2023	US BANK	SUBSCRIPTIONS/REGISTRATIONS/SU	10.00	City Management

Total Amount for 8 Line Item(s) from City Management

\$1,815.55

Civic Center O&M

115493	1/25/2023	SOUTHERN CALIFORNIA EDISON	UTILITIES 11/22-12/22	6,722.36	Civic Center O&M
115493	1/25/2023	SOUTHERN CALIFORNIA EDISON	UTILITIES 11/22-12/22	5,435.09	Civic Center O&M



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115492	1/25/2023	SECURAL SECURITY CORP	SECURITY SERVICES	3,883.56	Civic Center O&M
115421	1/18/2023	SOUTHERN CALIFORNIA GAS CO	12/22 GAS CHARGES 16069025910	2,670.24	Civic Center O&M
115421	1/18/2023	SOUTHERN CALIFORNIA GAS CO	12/22 GAS CHARGES 16069025910	2,158.91	Civic Center O&M
115417	1/18/2023	MESA ENERGY SYSTEMS IN	CHILLER REPAIR	2,029.00	Civic Center O&M
115417	1/18/2023	MESA ENERGY SYSTEMS IN	CHILLER REPAIR	2,029.00	Civic Center O&M
115492	1/25/2023	SECURAL SECURITY CORP	SECURITY SERVICES	1,941.78	Civic Center O&M
115501	1/25/2023	WAXIE SANITARY SUPPLY	JANITORIAL SUPPLIES	1,553.73	Civic Center O&M
115501	1/25/2023	WAXIE SANITARY SUPPLY	JANITORIAL SUPPLIES	799.43	Civic Center O&M
115501	1/25/2023	WAXIE SANITARY SUPPLY	JANITORIAL SUPPLIES	799.43	Civic Center O&M
115492	1/25/2023	SECURAL SECURITY CORP	SECURITY SERVICES	322.49	Civic Center O&M
115492	1/25/2023	SECURAL SECURITY CORP	SECURITY SERVICES	288.66	Civic Center O&M
115492	1/25/2023	SECURAL SECURITY CORP	SECURITY SERVICES	261.61	Civic Center O&M
115492	1/25/2023	SECURAL SECURITY CORP	SECURITY SERVICES	200.73	Civic Center O&M
115484	1/25/2023	LIFTECH ELEVATOR SERVICES INC	1/23 CITY HALL & LIBRARY	195.00	Civic Center O&M
115484	1/25/2023	LIFTECH ELEVATOR SERVICES INC	1/23 CITY HALL & LIBRARY	195.00	Civic Center O&M
115468	1/25/2023	DEWEY SERVICES INC	JANUARY SERVICE-CITY HALL	150.00	Civic Center O&M
115468	1/25/2023	DEWEY SERVICES INC	JANUARY SERVICE-LIBRARY	150.00	Civic Center O&M
115426	1/18/2023	US BANK	SUPPLIES/FUEL	120.66	Civic Center O&M
115426	1/18/2023	US BANK	GasMaint.SuppliesRepairs	57.82	Civic Center O&M
115501	1/25/2023	WAXIE SANITARY SUPPLY	JANITORIAL SUPPLIES	57.64	Civic Center O&M
115426	1/18/2023	US BANK	SUPPLIES/FUEL	45.71	Civic Center O&M
115492	1/25/2023	SECURAL SECURITY CORP	SECURITY SERVICES	40.00	Civic Center O&M
115426	1/18/2023	US BANK	SUPPLIES/FUEL	30.62	Civic Center O&M
115426	1/18/2023	US BANK	SUPPLIES/FUEL	21.82	Civic Center O&M
Total Amount for 26 Line Item(s) from Civic Center O&M				\$32,160.29	

Community Development

115415	1/18/2023	M6 CONSULTING, INC.	PLAN CHECK SERVICES NOV 2022	60,681.65	Community Development
115415	1/18/2023	M6 CONSULTING, INC.	PLAN CHECK SERVICES DEC 2022	53,610.28	Community Development
115415	1/18/2023	M6 CONSULTING, INC.	INSPECTION SERVICES DEC 2022	14,053.13	Community Development
115415	1/18/2023	M6 CONSULTING, INC.	PERMIT TECH SERVICES DEC 2022	9,357.50	Community Development
115435	1/19/2023	CALABASAS CREST LTD	RENTAL ASSISTANCE	7,686.00	Community Development
115455	1/25/2023	APPLE ONE	TEMP STAFFING- CS ADMIN ASST	1,024.00	Community Development
115394	1/18/2023	APPLE ONE	ADMIN ASST ROBINSN, MARK 12/31	896.00	Community Development
115470	1/25/2023	DUDEK	ENVIR REV PSA PROJ 11898 -OAK	587.50	Community Development
115441	1/19/2023	HARWOOD/KIM//	RENTAL ASSISTANCE	262.00	Community Development
115445	1/19/2023	MCCUNE/SHANNON//	RENTAL ASSISTANCE	262.00	Community Development



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115446	1/19/2023	MEDVETSKY/LINA//	RENTAL ASSISTANCE	262.00	Community Development
115449	1/19/2023	PLACENCIO/JOLENE//	RENTAL ASSISTANCE	262.00	Community Development
115452	1/19/2023	YAZDINIAN/SUSAN//	RENTAL ASSISTANCE	262.00	Community Development
115437	1/19/2023	CUSATO/JUDITH//	RENTAL ASSISTANCE	262.00	Community Development
115438	1/19/2023	FLEYSHMAN/ALBERT//	RENTAL ASSISTANCE	262.00	Community Development
115426	1/18/2023	US BANK	Gas, Team Lunch	220.40	Community Development
115422	1/18/2023	STAPLES	OFFICE SUPPLIES	130.61	Community Development
115426	1/18/2023	US BANK	GasHolidayPartyZoom	100.00	Community Development
115426	1/18/2023	US BANK	GasHolidayPartyZoom	100.00	Community Development
115495	1/25/2023	STAPLES	OFFICE SUPPLIES	62.81	Community Development
115495	1/25/2023	STAPLES	OFFICE SUPPLIES	62.08	Community Development
115470	1/25/2023	DUDEK	ENVIR REV PSA PROJ 11898 -OAK	60.00	Community Development
115426	1/18/2023	US BANK	GasHolidayPartyZoom	15.74	Community Development
115426	1/18/2023	US BANK	GasHolidayPartyZoom	15.74	Community Development
115495	1/25/2023	STAPLES	OFFICE SUPPLIES	11.46	Community Development
115495	1/25/2023	STAPLES	OFFICE SUPPLIES-RETURN	-19.25	Community Development
Total Amount for 26 Line Item(s) from Community Development				\$150,489.65	

Community Services

115402	1/18/2023	CIVICPLUS, LLC	ANNUAL MAINTENANCE/SUPPORT FEE	22,042.00	Community Services
115417	1/18/2023	MESA ENERGY SYSTEMS IN	EMERGENCY REPLACEMENT CIP PROJ	21,862.00	Community Services
115447	1/19/2023	MESA ENERGY SYSTEMS IN	REPLACEMENT- AC UNIT	13,155.00	Community Services
115482	1/25/2023	LAS VIRGENES UNIFIED SCHOOL	2019/2021/2022 SUBLEASE	10,000.00	Community Services
115482	1/25/2023	LAS VIRGENES UNIFIED SCHOOL	2019/2021/2022 SUBLEASE	10,000.00	Community Services
115490	1/25/2023	ROUND STAR WEST, LLC	CONTRACT INSTRUCTOR-SOCCER	8,582.14	Community Services
115482	1/25/2023	LAS VIRGENES UNIFIED SCHOOL	2019/2021/2022 SUBLEASE	7,350.00	Community Services
115447	1/19/2023	MESA ENERGY SYSTEMS IN	REPLACEMENT- AC UNIT	5,125.00	Community Services
115494	1/25/2023	SOUTHERN CALIFORNIA MUNICIPAL	EVENT INSURANCE	3,634.00	Community Services
115493	1/25/2023	SOUTHERN CALIFORNIA EDISON	UTILITIES 11/22-12/22	2,145.43	Community Services
115429	1/18/2023	VERGUN/SHANNON JANNETTE//	INSTRUCTOR-SWEAT/ZUMBA FALL 22	1,696.53	Community Services
115493	1/25/2023	SOUTHERN CALIFORNIA EDISON	UTILITIES 11/22-12/22	1,458.25	Community Services
115455	1/25/2023	APPLE ONE	TEMP STAFFING- CS ADMIN ASST	1,177.60	Community Services
115457	1/25/2023	B & B PLUMBING	5100 PARK VILLE	1,125.00	Community Services
115421	1/18/2023	SOUTHERN CALIFORNIA GAS CO	12/22 GAS CHARGES 16069025910	852.20	Community Services
115416	1/18/2023	MARKOVA/ANASTASIA//	Trolley Meet&GreetCharacters	840.00	Community Services
115426	1/18/2023	US BANK	SUPPLIES/CHARGES/STORAGE	818.50	Community Services
115417	1/18/2023	MESA ENERGY SYSTEMS IN	HVAC REPAIR -DE ANZA	742.97	Community Services



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115471	1/25/2023	FOSSIL CONNISSEUR INC	PRESENTATION/EVENT	695.00	Community Services
115459	1/25/2023	BARRY KAY ENTERPRISES, INC.	BASKETBALL AWARDS	650.43	Community Services
115456	1/25/2023	AT&T	BAN 9391081396 12/22	603.62	Community Services
115421	1/18/2023	SOUTHERN CALIFORNIA GAS CO	12/22 GAS CHARGES 06799704165	578.40	Community Services
115426	1/18/2023	US BANK	AmazonRalphsMalibuLaundry	544.16	Community Services
115426	1/18/2023	US BANK	AmazonRalphsMalibuLaundry	502.69	Community Services
115426	1/18/2023	US BANK	SUPPLIES/CHARGES/STORAGE	491.64	Community Services
115426	1/18/2023	US BANK	SUPPLIES/CHARGES/STORAGE	444.00	Community Services
115409	1/18/2023	DOMINE/JAMES//	INSTRUCTOR-GREAT SYMPHONIC	436.10	Community Services
115426	1/18/2023	US BANK	SUPPLIES/DECORATIONS	416.00	Community Services
115426	1/18/2023	US BANK	SUPPLIES/DECORATIONS	396.12	Community Services
115426	1/18/2023	US BANK	SUPPLIES/DECORATIONS	385.00	Community Services
115426	1/18/2023	US BANK	SUPPLIES/CHARGES/STORAGE	379.00	Community Services
115426	1/18/2023	US BANK	Staff Holiday Event	378.52	Community Services
115429	1/18/2023	VERGUN/SHANNON JANNETTE//	INSTRUCTOR-ZUMBA GOLD FALL 22	359.45	Community Services
115426	1/18/2023	US BANK	SUPPLIES/DECORATIONS	348.50	Community Services
115498	1/25/2023	UNITED SITE SERVICES OF CA INC	PLAYGROUND FENCING	334.43	Community Services
115456	1/25/2023	AT&T	BAN 9391056205 12/22	312.20	Community Services
115485	1/25/2023	LITTLEJOHN COMMUNICATIONS INC	PAYPH DEANZA-GRAPE OCT-DEC 22	300.00	Community Services
115492	1/25/2023	SECURAL SECURITY CORP	SECURITY SERVICES	288.66	Community Services
115492	1/25/2023	SECURAL SECURITY CORP	SECURITY SERVICES	288.66	Community Services
115492	1/25/2023	SECURAL SECURITY CORP	SECURITY SERVICES	288.66	Community Services
115423	1/18/2023	TIME WARNER CABLE	INTERNET-AHCC 12/19/22-1/18/23	279.96	Community Services
115426	1/18/2023	US BANK	SUPPLIES/CHARGES/STORAGE	237.90	Community Services
115426	1/18/2023	US BANK	GasMaint.SuppliesRepairs	237.53	Community Services
115421	1/18/2023	SOUTHERN CALIFORNIA GAS CO	12/22 GAS CHARGES 05101153475	227.71	Community Services
115426	1/18/2023	US BANK	GasHolidayPartyZoom	200.00	Community Services
115484	1/25/2023	LIFTECH ELEVATOR SERVICES INC	1/23 SR CENTER	195.00	Community Services
115457	1/25/2023	B & B PLUMBING	300 CIVIC CENTER	180.00	Community Services
115475	1/25/2023	INNER-I ...SECURITY IN FOCUS	SECURITY CAMERA SERVICE	180.00	Community Services
115492	1/25/2023	SECURAL SECURITY CORP	SECURITY SERVICES	167.28	Community Services
115463	1/25/2023	CLARK PEST CONTROL	MONTHLY SERVCREEKSIDE 12/22	158.00	Community Services
115426	1/18/2023	US BANK	AmazonRalphsMalibuLaundry	153.32	Community Services
115426	1/18/2023	US BANK	SUPPLIES/CHARGES/STORAGE	150.00	Community Services
115468	1/25/2023	DEWEY SERVICES INC	JANUARY SERVICE-SR CENTER	150.00	Community Services
115475	1/25/2023	INNER-I ...SECURITY IN FOCUS	MTH MONITORING JAN-MAR 2023	135.00	Community Services
115498	1/25/2023	UNITED SITE SERVICES OF CA INC	TEMP RR FOR HOLIDAY	131.40	Community Services
115426	1/18/2023	US BANK	SUPPLIES/FUEL	130.05	Community Services



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115426	1/18/2023	US BANK	SUPPLIES/CHARGES/STORAGE	124.77	Community Services
115463	1/25/2023	CLARK PEST CONTROL	MONTHLY SERVICE DEANZA 11/22	117.00	Community Services
115463	1/25/2023	CLARK PEST CONTROL	MONTHLY SERVICE DEANZA 12/22	117.00	Community Services
115426	1/18/2023	US BANK	AmazonRalphsMalibuLaundry	113.83	Community Services
115426	1/18/2023	US BANK	SUPPLIES/FUEL	96.98	Community Services
115426	1/18/2023	US BANK	AmazonRalphsMalibuLaundry	95.88	Community Services
115492	1/25/2023	SECURAL SECURITY CORP	SECURITY SERVICES	88.64	Community Services
115426	1/18/2023	US BANK	SUPPLIES/CHARGES/STORAGE	85.87	Community Services
115426	1/18/2023	US BANK	SUPPLIES/CHARGES/STORAGE	82.08	Community Services
115475	1/25/2023	INNER-I ...SECURITY IN FOCUS	MTH MONITORING JAN-MAR 2023	75.00	Community Services
115426	1/18/2023	US BANK	AmazonRalphsMalibuLaundry	66.03	Community Services
115426	1/18/2023	US BANK	SUPPLIES/CHARGES/STORAGE	65.80	Community Services
115426	1/18/2023	US BANK	SUPPLIES/CHARGES/STORAGE	64.02	Community Services
115426	1/18/2023	US BANK	AmazonRalphsMalibuLaundry	60.22	Community Services
115426	1/18/2023	US BANK	SUPPLIES/FUEL	59.43	Community Services
115426	1/18/2023	US BANK	SUPPLIES/CHARGES/STORAGE	58.26	Community Services
115426	1/18/2023	US BANK	SUPPLIES/CHARGES/STORAGE	56.84	Community Services
115426	1/18/2023	US BANK	SUPPLIES/DECORATIONS	52.52	Community Services
115426	1/18/2023	US BANK	GasHolidayPartyZoom	50.00	Community Services
115426	1/18/2023	US BANK	SUPPLIES/FUEL	46.75	Community Services
115426	1/18/2023	US BANK	AmazonRalphsMalibuLaundry	46.50	Community Services
115426	1/18/2023	US BANK	SUPPLIES/DECORATIONS	46.42	Community Services
115426	1/18/2023	US BANK	AmazonRalphsMalibuLaundry	45.00	Community Services
115426	1/18/2023	US BANK	SUPPLIES/FUEL	43.49	Community Services
115426	1/18/2023	US BANK	SUPPLIES/CHARGES/STORAGE	42.09	Community Services
115426	1/18/2023	US BANK	SUPPLIES/DECORATIONS	37.58	Community Services
115426	1/18/2023	US BANK	SUPPLIES/DECORATIONS	32.95	Community Services
115426	1/18/2023	US BANK	SUPPLIES/CHARGES/STORAGE	31.57	Community Services
115426	1/18/2023	US BANK	SUPPLIES/CHARGES/STORAGE	28.45	Community Services
115426	1/18/2023	US BANK	SUPPLIES/FUEL	24.92	Community Services
115426	1/18/2023	US BANK	HR FormsHRMembership	23.00	Community Services
115426	1/18/2023	US BANK	SUPPLIES/DECORATIONS	22.98	Community Services
115426	1/18/2023	US BANK	SUPPLIES/CHARGES/STORAGE	22.10	Community Services
115426	1/18/2023	US BANK	SUPPLIES/CHARGES/STORAGE	19.70	Community Services
115426	1/18/2023	US BANK	SUPPLIES/CHARGES/STORAGE	19.68	Community Services
115426	1/18/2023	US BANK	SUPPLIES/DECORATIONS	17.51	Community Services
115426	1/18/2023	US BANK	SUPPLIES/FUEL	16.73	Community Services
115426	1/18/2023	US BANK	SUPPLIES/DECORATIONS	15.72	Community Services



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115426	1/18/2023	US BANK	SUPPLIES/DECORATIONS	15.43	Community Services
115426	1/18/2023	US BANK	AmazonRalphsMalibuLaundry	8.92	Community Services
115426	1/18/2023	US BANK	SUPPLIES/CHARGES/STORAGE	8.31	Community Services
115426	1/18/2023	US BANK	AmazonRalphsMalibuLaundry	7.98	Community Services
115426	1/18/2023	US BANK	SUPPLIES/FUEL	7.05	Community Services
115426	1/18/2023	US BANK	SUPPLIES/CHARGES/STORAGE	6.55	Community Services
115426	1/18/2023	US BANK	SUPPLIES/FUEL	6.01	Community Services
115426	1/18/2023	US BANK	SUPPLIES/FUEL	1.07	Community Services
115426	1/18/2023	US BANK	SUPPLIES/DECORATIONS	-15.43	Community Services
Total Amount for 103 Line Item(s) from Community Services				\$127,100.21	

Finance

115488	1/25/2023	ROBERT HALF INTERNATIONAL INC	TEMP STAFF AP	1,776.40	Finance
115420	1/18/2023	ROBERT HALF INTERNATIONAL INC	TEMP- AP	1,750.00	Finance
115488	1/25/2023	ROBERT HALF INTERNATIONAL INC	TEMP STAFF AP	1,421.12	Finance
115420	1/18/2023	ROBERT HALF INTERNATIONAL INC	TEMP - AP	1,400.00	Finance
115420	1/18/2023	ROBERT HALF INTERNATIONAL INC	TEMP - AP	1,225.00	Finance
115398	1/18/2023	BRINK'S INCORPORATED	BANK SERVICES JAN 2023	276.52	Finance
115398	1/18/2023	BRINK'S INCORPORATED	BANK SERVICES DEC 2022	54.16	Finance
Total Amount for 7 Line Item(s) from Finance				\$7,903.20	

Library

115460	1/25/2023	BIBLIOTHECA, LLC	CLOUD LIBRARY	3,077.00	Library
115458	1/25/2023	BAKER & TAYLOR, LLC	BOOKS	1,156.60	Library
115474	1/25/2023	INGRAM LIBRARY SERVICES	BOOKS	427.24	Library
115456	1/25/2023	AT&T	BAN 9391055953 12/22	251.49	Library
115466	1/25/2023	CR PRINT	CLOSED SIGNAGE	151.66	Library
115458	1/25/2023	BAKER & TAYLOR, LLC	BOOKS	76.58	Library
115474	1/25/2023	INGRAM LIBRARY SERVICES	BOOKS	40.19	Library
115458	1/25/2023	BAKER & TAYLOR, LLC	BOOKS	39.93	Library
115400	1/18/2023	CANON SOLUTIONS AMERICA, INC	PRINTER - LIBARARY STAFF ROOM	36.19	Library
115400	1/18/2023	CANON SOLUTIONS AMERICA, INC	PRINTER - LIBARARY CIRC USAGE	31.03	Library
115461	1/25/2023	BLACKSTONE PUBLISHING	AUDIOBOOKS	30.20	Library
115461	1/25/2023	BLACKSTONE PUBLISHING	AUDIOBOOKS	30.19	Library
115487	1/25/2023	MIDWEST TAPE, LLC	MOVIE DVD	20.08	Library
115426	1/18/2023	US BANK	Post Offc. ILL Returns	7.30	Library



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Total Amount for 14 Line Item(s) from Library				\$5,375.68	
LMD #22					
115399	1/18/2023	CALABASAS PARK ESTATES	REIMBURSE TREE TRIM/REMOV 2022	35,150.00	LMD #22
115399	1/18/2023	CALABASAS PARK ESTATES	REIMBURSE TREE TRIM/REMOV 2022	25,310.00	LMD #22
115393	1/18/2023	AMERICAN HERITAGE LANDSCAPE LP	LANDS MAINT PRK EST Z8 NOV '22	22,967.20	LMD #22
115393	1/18/2023	AMERICAN HERITAGE LANDSCAPE LP	LANDS MAINT HLS EST Z6 NOV '22	19,367.11	LMD #22
115393	1/18/2023	AMERICAN HERITAGE LANDSCAPE LP	LANDS MAINT CLS HOA Z7 NOV '22	7,549.52	LMD #22
115481	1/25/2023	LAS VIRGENES MUNICIPAL WATER	WATER 12/22	7,381.92	LMD #22
115393	1/18/2023	AMERICAN HERITAGE LANDSCAPE LP	LANDS MAINT BL HOA Z4 NOV '22	7,236.95	LMD #22
115393	1/18/2023	AMERICAN HERITAGE LANDSCAPE LP	LANDS MAINT PALA HOA NOV '22	4,994.22	LMD #22
115393	1/18/2023	AMERICAN HERITAGE LANDSCAPE LP	LANDS MAINT CL HOA Z10 NOV '22	4,311.49	LMD #22
115393	1/18/2023	AMERICAN HERITAGE LANDSCAPE LP	LANDS MAINT VILLAS Z11 NOV '22	4,217.27	LMD #22
115433	1/18/2023	WILLDAN FINANCIAL SERVICES	PROP 218 SPECIAL SERVICES	3,500.00	LMD #22
115403	1/18/2023	CLAIRIDGE HOA	REIMBUR-TREE TRIMMING	3,115.00	LMD #22
115393	1/18/2023	AMERICAN HERITAGE LANDSCAPE LP	LANDS MAINT CCE HOA Z5 NOV '22	2,455.68	LMD #22
115481	1/25/2023	LAS VIRGENES MUNICIPAL WATER	WATER 12/22	2,386.60	LMD #22
115393	1/18/2023	AMERICAN HERITAGE LANDSCAPE LP	LANDS MAIN CBA6 Z26 ABCD NOV	2,287.37	LMD #22
115428	1/18/2023	VENCO WESTERN, INC.	LAND. ENHANCEMENT OLD TOWN	1,714.00	LMD #22
115433	1/18/2023	WILLDAN FINANCIAL SERVICES	ENGINEERS REPORT-ADMIN CONSUL	845.04	LMD #22
115433	1/18/2023	WILLDAN FINANCIAL SERVICES	ENGINEERS REPORT-ADMIN CONSUL	742.06	LMD #22
115433	1/18/2023	WILLDAN FINANCIAL SERVICES	ENGINEERS REPORT-ADMIN CONSUL	693.60	LMD #22
115433	1/18/2023	WILLDAN FINANCIAL SERVICES	ENGINEERS REPORT-ADMIN CONSUL	643.63	LMD #22
115481	1/25/2023	LAS VIRGENES MUNICIPAL WATER	WATER 12/22	574.45	LMD #22
115433	1/18/2023	WILLDAN FINANCIAL SERVICES	ENGINEERS REPORT-ADMIN CONSUL	405.86	LMD #22
115432	1/18/2023	WESTRIDGE CALABASAS HOA	IRRIGATION REPAIRS	327.02	LMD #22
115481	1/25/2023	LAS VIRGENES MUNICIPAL WATER	WATER 12/22	320.44	LMD #22
115433	1/18/2023	WILLDAN FINANCIAL SERVICES	ENGINEERS REPORT-ADMIN CONSUL	286.22	LMD #22
115433	1/18/2023	WILLDAN FINANCIAL SERVICES	ENGINEERS REPORT-ADMIN CONSUL	242.31	LMD #22
115433	1/18/2023	WILLDAN FINANCIAL SERVICES	ENGINEERS REPORT-ADMIN CONSUL	181.73	LMD #22
115433	1/18/2023	WILLDAN FINANCIAL SERVICES	ENGINEERS REPORT-ADMIN CONSUL	168.10	LMD #22
115481	1/25/2023	LAS VIRGENES MUNICIPAL WATER	WATER 12/22	154.06	LMD #22
115433	1/18/2023	WILLDAN FINANCIAL SERVICES	ENGINEERS REPORT-ADMIN CONSUL	146.90	LMD #22
115493	1/25/2023	SOUTHERN CALIFORNIA EDISON	UTILITIES 11/22-12/22	146.26	LMD #22
115433	1/18/2023	WILLDAN FINANCIAL SERVICES	ENGINEERS REPORT-ADMIN CONSUL	134.78	LMD #22
115504	1/25/2023	LAS VIRGENES MUNICIPAL WATER	WATER 12/22	59.00	LMD #22
115433	1/18/2023	WILLDAN FINANCIAL SERVICES	ENGINEERS REPORT-ADMIN CONSUL	56.03	LMD #22



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115433	1/18/2023	WILLDAN FINANCIAL SERVICES	ENGINEERS REPORT-ADMIN CONSUL	49.98	LMD #22
115433	1/18/2023	WILLDAN FINANCIAL SERVICES	ENGINEERS REPORT-ADMIN CONSUL	25.75	LMD #22
115493	1/25/2023	SOUTHERN CALIFORNIA EDISON	UTILITIES 11/22-12/22	8.31	LMD #22
Total Amount for 37 Line Item(s) from LMD #22				\$160,155.86	
<u>LMD #24</u>					
115481	1/25/2023	LAS VIRGENES MUNICIPAL WATER	WATER 12/22	1,213.13	LMD #24
115481	1/25/2023	LAS VIRGENES MUNICIPAL WATER	WATER 12/22	911.70	LMD #24
115433	1/18/2023	WILLDAN FINANCIAL SERVICES	ENGINEERS REPORT-ADMIN CONSUL	545.71	LMD #24
115481	1/25/2023	LAS VIRGENES MUNICIPAL WATER	WATER 12/22	435.04	LMD #24
115433	1/18/2023	WILLDAN FINANCIAL SERVICES	ENGINEERS REPORT-ADMIN CONSUL	272.86	LMD #24
115433	1/18/2023	WILLDAN FINANCIAL SERVICES	ENGINEERS REPORT-ADMIN CONSUL	245.57	LMD #24
115433	1/18/2023	WILLDAN FINANCIAL SERVICES	ENGINEERS REPORT-ADMIN CONSUL	219.20	LMD #24
115426	1/18/2023	US BANK	Irrigation ControllerDRR Renew	119.60	LMD #24
115426	1/18/2023	US BANK	Irrigation ControllerDRR Renew	59.80	LMD #24
115433	1/18/2023	WILLDAN FINANCIAL SERVICES	ENGINEERS REPORT-ADMIN CONSUL	43.66	LMD #24
115433	1/18/2023	WILLDAN FINANCIAL SERVICES	ENGINEERS REPORT-ADMIN CONSUL	39.11	LMD #24
115433	1/18/2023	WILLDAN FINANCIAL SERVICES	ENGINEERS REPORT-ADMIN CONSUL	30.92	LMD #24
Total Amount for 12 Line Item(s) from LMD #24				\$4,136.30	
<u>LMD #27</u>					
115489	1/25/2023	ROSS MORGAN & COMPANY, INC.	MTH LANDS. MAINTENANCE/REPAIR	45,375.90	LMD #27
115489	1/25/2023	ROSS MORGAN & COMPANY, INC.	MTH LANDS. MAINTENANCE/REPAIR	8,512.00	LMD #27
115433	1/18/2023	WILLDAN FINANCIAL SERVICES	ENGINEERS REPORT-ADMIN CONSUL	494.81	LMD #27
115433	1/18/2023	WILLDAN FINANCIAL SERVICES	ENGINEERS REPORT-ADMIN CONSUL	129.90	LMD #27
115426	1/18/2023	US BANK	Irrigation ControllerDRR Renew	29.90	LMD #27
Total Amount for 5 Line Item(s) from LMD #27				\$54,542.51	
<u>LMD #32</u>					
115481	1/25/2023	LAS VIRGENES MUNICIPAL WATER	WATER 12/22	474.99	LMD #32
115426	1/18/2023	US BANK	Irrigation ControllerDRR Renew	29.90	LMD #32
115433	1/18/2023	WILLDAN FINANCIAL SERVICES	ENGINEERS REPORT-ADMIN CONSUL	29.82	LMD #32
Total Amount for 3 Line Item(s) from LMD #32				\$534.71	



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LMD 22 - Common Benefit Area					
115393	1/18/2023	AMERICAN HERITAGE LANDSCAPE LP	LANDS MAINT CBA-1 Z21 NOV '22	9,682.15	LMD 22 - Common Benefit Area
115393	1/18/2023	AMERICAN HERITAGE LANDSCAPE LP	LANDS MAIN CBA6 Z26 ABCD NOV	9,369.54	LMD 22 - Common Benefit Area
115393	1/18/2023	AMERICAN HERITAGE LANDSCAPE LP	LANDS MAINT CBA5 Z25 NOV '22	8,566.15	LMD 22 - Common Benefit Area
115393	1/18/2023	AMERICAN HERITAGE LANDSCAPE LP	LANDS MAINT CBA-4 Z24 NOV '22	5,106.36	LMD 22 - Common Benefit Area
115419	1/18/2023	NEWBURY PARK TREE SERVICE INC	EMERGENCY CBA5 1/4/23	4,760.00	LMD 22 - Common Benefit Area
115481	1/25/2023	LAS VIRGENES MUNICIPAL WATER	WATER 12/22	3,543.09	LMD 22 - Common Benefit Area
115419	1/18/2023	NEWBURY PARK TREE SERVICE INC	EMERG REMOVAL CBA5 12/12/22	402.50	LMD 22 - Common Benefit Area
115426	1/18/2023	US BANK	Irrigation ControllorDRR Renew	358.80	LMD 22 - Common Benefit Area
115419	1/18/2023	NEWBURY PARK TREE SERVICE INC	EMERGENCY CBA4 1/4/23	170.00	LMD 22 - Common Benefit Area
115426	1/18/2023	US BANK	Irrigation ControllorDRR Renew	119.60	LMD 22 - Common Benefit Area
115426	1/18/2023	US BANK	Irrigation ControllorDRR Renew	119.60	LMD 22 - Common Benefit Area
115481	1/25/2023	LAS VIRGENES MUNICIPAL WATER	WATER 12/22	45.65	LMD 22 - Common Benefit Area
Total Amount for 12 Line Item(s) from LMD 22 - Common Benefit Area				\$42,243.44	

Media Operations					
Check No.	Check Date	Vendor Name	Check Description	Amount	Department
115425	1/18/2023	TRITON TECHNOLOGY SOLUTIONS	CHAMBER MASTER CONTROL	10,395.50	Media Operations
115425	1/18/2023	TRITON TECHNOLOGY SOLUTIONS	CHAMBER MASTER CONTROL UPGRADE	5,114.67	Media Operations
115404	1/18/2023	CLIENTFIRST CONSULTING GRP LL	CONTRACT - IT CONSULT DEC 2022	4,962.50	Media Operations
115453	1/25/2023	ACCELA, INC.	Q26637 RENEWAL 9/1/22-8/31/23	4,469.90	Media Operations
115430	1/18/2023	VERIZON WIRELESS	CELL PHONES 11/26-12/25/2022	4,439.25	Media Operations
115426	1/18/2023	US BANK	AmznWebNetworkZoom	3,542.12	Media Operations
115408	1/18/2023	DOERSCHEL & ASSOCIATES	CONTRACT- TV/CTC SYST MAINT	3,375.00	Media Operations
115426	1/18/2023	US BANK	AmznWebNetworkZoom	2,580.00	Media Operations
115423	1/18/2023	TIME WARNER CABLE	INTERNET-CH 12/19/22-1/18/23	1,615.00	Media Operations
115396	1/18/2023	AT&T	BAN9391056324 12/22 PHONE SVCS	1,203.59	Media Operations
115426	1/18/2023	US BANK	EMAIL/PUBLICAT/SOTC/CONFERENCE	800.00	Media Operations
115423	1/18/2023	TIME WARNER CABLE	INTERNET-CTRL 12/19/22-1/18/23	746.15	Media Operations
115426	1/18/2023	US BANK	EMAIL/PUBLICAT/SOTC/CONFERENCE	648.33	Media Operations
115426	1/18/2023	US BANK	AmznWebNetworkZoom	627.78	Media Operations
115395	1/18/2023	AT&T	TELEPHONE SERVICES	594.92	Media Operations
115496	1/25/2023	TELECOM LAW FIRM, P.C.	CONTRACTUAL SERVICES	411.60	Media Operations
115491	1/25/2023	SCAN - NATOA	MEMBERSHIP DUES 7/2022-7/2023	400.00	Media Operations
115418	1/18/2023	NATIONAL CAPTIONING INSTITUTE	CLOSED CAPTION CC MTG 12/15	252.00	Media Operations
115422	1/18/2023	STAPLES	OFFICE SUPPLIES	190.52	Media Operations
115426	1/18/2023	US BANK	AmznWebNetworkZoom	184.98	Media Operations
115396	1/18/2023	AT&T	BAN9391059571 12/22 PHONE SVCS	167.08	Media Operations



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115426	1/18/2023	US BANK	AmznWebNetworkZoom	145.62	Media Operations
115426	1/18/2023	US BANK	AmznWebNetworkZoom	137.35	Media Operations
115412	1/18/2023	GRACENOTE MEDIA SERVICES	CTV CHANNEL	115.68	Media Operations
115426	1/18/2023	US BANK	EMAIL/PUBLICAT/SOTC/CONFERENCE	95.00	Media Operations
115426	1/18/2023	US BANK	AmznWebNetworkZoom	87.52	Media Operations
115426	1/18/2023	US BANK	AmznWebNetworkZoom	71.05	Media Operations
115496	1/25/2023	TELECOM LAW FIRM, P.C.	WIRELESS	68.60	Media Operations
115426	1/18/2023	US BANK	EMAIL/PUBLICAT/SOTC/CONFERENCE	47.82	Media Operations
115426	1/18/2023	US BANK	AmznWebNetworkZoom	45.00	Media Operations
115426	1/18/2023	US BANK	AmznWebNetworkZoom	42.99	Media Operations
115426	1/18/2023	US BANK	AmznWebNetworkZoom	42.00	Media Operations
115422	1/18/2023	STAPLES	OFFICE SUPPLIES	32.49	Media Operations
115426	1/18/2023	US BANK	EMAIL/PUBLICAT/SOTC/CONFERENCE	30.00	Media Operations
115426	1/18/2023	US BANK	EMAIL/PUBLICAT/SOTC/CONFERENCE	30.00	Media Operations
115426	1/18/2023	US BANK	EMAIL/PUBLICAT/SOTC/CONFERENCE	28.20	Media Operations
115426	1/18/2023	US BANK	EMAIL/PUBLICAT/SOTC/CONFERENCE	27.10	Media Operations
115426	1/18/2023	US BANK	EMAIL/PUBLICAT/SOTC/CONFERENCE	27.10	Media Operations
115426	1/18/2023	US BANK	AmznWebNetworkZoom	25.00	Media Operations
115426	1/18/2023	US BANK	EMAIL/PUBLICAT/SOTC/CONFERENCE	23.50	Media Operations
115426	1/18/2023	US BANK	EMAIL/PUBLICAT/SOTC/CONFERENCE	22.70	Media Operations
115426	1/18/2023	US BANK	EMAIL/PUBLICAT/SOTC/CONFERENCE	20.86	Media Operations
115426	1/18/2023	US BANK	EMAIL/PUBLICAT/SOTC/CONFERENCE	20.27	Media Operations
115426	1/18/2023	US BANK	EMAIL/PUBLICAT/SOTC/CONFERENCE	6.97	Media Operations
115426	1/18/2023	US BANK	AmznWebNetworkZoom	3.98	Media Operations
Total Amount for 45 Line Item(s) from Media Operations				\$47,917.69	

Non-Departmental - Finance

115492	1/25/2023	SECURAL SECURITY CORP	SECURITY SERVICES	6,102.68	Non-Departmental - Finance
115486	1/25/2023	MICHAEL BAKER INTERNATIONAL	CDBG	3,037.50	Non-Departmental - Finance
115427	1/18/2023	VC DIGITAL PCSD, LLC	Envelopes	1,108.97	Non-Departmental - Finance
115406	1/18/2023	CORODATA RECORDS MANAGEMENT,	RECORDS MANAGEMENT DEC 2022	517.10	Non-Departmental - Finance
115426	1/18/2023	US BANK	IIMCRenewSuppliesMYCMeeting	400.29	Non-Departmental - Finance
115400	1/18/2023	CANON SOLUTIONS AMERICA, INC	PRINTER - LMD	342.37	Non-Departmental - Finance
115495	1/25/2023	STAPLES	KITCHEN/OFFICE SUPPLIES	251.54	Non-Departmental - Finance
115422	1/18/2023	STAPLES	OFFICE SUPPLIES	196.61	Non-Departmental - Finance
115422	1/18/2023	STAPLES	OFFICE SUPPLIES	153.78	Non-Departmental - Finance
115400	1/18/2023	CANON SOLUTIONS AMERICA, INC	PRINTER - CH UPSTAIRS COPY RM	138.39	Non-Departmental - Finance



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115400	1/18/2023	CANON SOLUTIONS AMERICA, INC	PRINTER - SENIOR CENTER	102.82	Non-Departmental - Finance
115422	1/18/2023	STAPLES	OFFICE SUPPLIES	85.33	Non-Departmental - Finance
115495	1/25/2023	STAPLES	OFFICE SUPPLIES	81.74	Non-Departmental - Finance
115495	1/25/2023	STAPLES	KITCHEN/OFFICE SUPPLIES	72.53	Non-Departmental - Finance
115426	1/18/2023	US BANK	IIMCRenewSuppliesMYCMeeting	69.99	Non-Departmental - Finance
115422	1/18/2023	STAPLES	OFFICE SUPPLIES	69.90	Non-Departmental - Finance
115400	1/18/2023	CANON SOLUTIONS AMERICA, INC	PRINTER - B&S	69.76	Non-Departmental - Finance
115465	1/25/2023	CONEJO AWARDS	NAME BADGES	46.07	Non-Departmental - Finance
115400	1/18/2023	CANON SOLUTIONS AMERICA, INC	PRINTER - DE ANZA	30.50	Non-Departmental - Finance
115411	1/18/2023	FEDERAL EXPRESS CORP.	IT RETURN SHIPPED 12/29/22	29.06	Non-Departmental - Finance
115422	1/18/2023	STAPLES	OFFICE SUPPLIES	20.97	Non-Departmental - Finance
115426	1/18/2023	US BANK	IIMCRenewSuppliesMYCMeeting	10.79	Non-Departmental - Finance
115422	1/18/2023	STAPLES	OFFICE SUPPLIES	-13.98	Non-Departmental - Finance
Total Amount for 23 Line Item(s) from Non-Departmental - Finance				\$12,924.71	

Payroll

115444	1/19/2023	LYSIK/GARY J//	HEALTH INS REIMB (RETIREE)	840.04	Payroll
115450	1/19/2023	RUBIN/JEFF//	HEALTH INS REIMB (RETIREE)	840.04	Payroll
115439	1/19/2023	GAINES/FRED//	HEALTH INS REIMB (RETIREE)	840.04	Payroll
115442	1/19/2023	HILL/BOB//	HEALTH INS REIMB (RETIREE)	689.04	Payroll
115443	1/19/2023	LOPATA/MARVIN//	HEALTH INS REIMB (RETIREE)	415.50	Payroll
115451	1/19/2023	WASHBURN/DENNIS//	HEALTH INS REIMB (RETIREE)	415.50	Payroll
115436	1/19/2023	CATE/CHARLES R.//	HEALTH INS REIMB (RETIREE)	415.50	Payroll
115440	1/19/2023	GROVEMAN/BARRY//	HEALTH INS REIMB (RETIREE)	269.02	Payroll
115448	1/19/2023	PARKER/ROBIN//	HEALTH INS REIMB (RETIREE)	148.68	Payroll
Total Amount for 9 Line Item(s) from Payroll				\$4,873.36	

Police / Fire / Safety

115479	1/25/2023	L.A. CO. SHERIFF'S DEPT.	SHERIFF SERVICES	420,694.14	Police / Fire / Safety
115479	1/25/2023	L.A. CO. SHERIFF'S DEPT.	SHERIFF SERVICES	10,943.11	Police / Fire / Safety
115413	1/18/2023	L.A. CO. SHERIFF'S DEPT.	VIEWPOINT 11/1/22-11/30/22	6,246.06	Police / Fire / Safety
115413	1/18/2023	L.A. CO. SHERIFF'S DEPT.	VIEWPOINT 11/1/22-11/30/22	0.00	Police / Fire / Safety
Total Amount for 4 Line Item(s) from Police / Fire / Safety				\$437,883.31	

Public Safety & Emergency Preparedness



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115410	1/18/2023	DYER/MICHAEL//	CONSULTING	4,600.00	Public Safety & Emergency Preparedness
115469	1/25/2023	DG INVEST. INTERM. HOLDINGS 2	SOFTWARE SUPPORT AGMNT	2,141.66	Public Safety & Emergency Preparedness
115469	1/25/2023	DG INVEST. INTERM. HOLDINGS 2	CH CCURE REPAIR	766.79	Public Safety & Emergency Preparedness
115469	1/25/2023	DG INVEST. INTERM. HOLDINGS 2	CCURE TROUBLESHOOTING	390.00	Public Safety & Emergency Preparedness
115469	1/25/2023	DG INVEST. INTERM. HOLDINGS 2	CH CCURE REPAIR	220.00	Public Safety & Emergency Preparedness
115426	1/18/2023	US BANK	MEMBERSHIPS/SERVICES/SUPPLIES	137.60	Public Safety & Emergency Preparedness
115414	1/18/2023	LASERZONE INC	TONER - PUBLIC SAFETY	136.86	Public Safety & Emergency Preparedness
115426	1/18/2023	US BANK	MEMBERSHIPS/SERVICES/SUPPLIES	130.00	Public Safety & Emergency Preparedness
115426	1/18/2023	US BANK	MEMBERSHIPS/SERVICES/SUPPLIES	125.00	Public Safety & Emergency Preparedness
115426	1/18/2023	US BANK	MEMBERSHIPS/SERVICES/SUPPLIES	119.99	Public Safety & Emergency Preparedness
115426	1/18/2023	US BANK	MEMBERSHIPS/SERVICES/SUPPLIES	43.80	Public Safety & Emergency Preparedness
Total Amount for 11 Line Item(s) from Public Safety & Emergency Preparedness				\$8,811.70	

Public Works

115424	1/18/2023	TORO ENTERPRISES, INC.	2022 ST RESURFACE 21-22-04	685,763.40	Public Works
115464	1/25/2023	CLEANSTREET INC	MONTHLY STREET SWEEPING 12/22	9,044.92	Public Works
115476	1/25/2023	INSIGHT PUBLIC SECTOR, INC.	AUTOCAD RENEWAL	8,996.36	Public Works
115481	1/25/2023	LAS VIRGENES MUNICIPAL WATER	WATER 12/22	5,999.21	Public Works
115419	1/18/2023	NEWBURY PARK TREE SERVICE INC	EMERGENCY OLD TOPANGA 12/11/22	3,414.87	Public Works
115477	1/25/2023	ISSAKHANI/MARINA//	ENVIRONMENTAL CONS SERVICE	2,760.00	Public Works
115419	1/18/2023	NEWBURY PARK TREE SERVICE INC	EMERGENCY ON/OFFRAMP 12/11/22	975.00	Public Works
115503	1/25/2023	WILLDAN ASSOCIATES INC.	CONTRACTUAL SERVICES	390.00	Public Works
115426	1/18/2023	US BANK	Irrigation ControllerDRR Renew	388.70	Public Works
115426	1/18/2023	US BANK	Irrigation ControllerDRR Renew	299.00	Public Works
115426	1/18/2023	US BANK	Irrigation ControllerDRR Renew	299.00	Public Works
115426	1/18/2023	US BANK	LEMUS RenewSuppliesGas	230.41	Public Works
115426	1/18/2023	US BANK	LEMUS RenewSuppliesGas	180.00	Public Works
115426	1/18/2023	US BANK	Irrigation ControllerDRR Renew	160.00	Public Works
115499	1/25/2023	VALLEY NEWS GROUP	AD/DISPLAY	150.00	Public Works
115499	1/25/2023	VALLEY NEWS GROUP	DISPLAY PERMITTED CAR WASH	150.00	Public Works
115426	1/18/2023	US BANK	GasMaint.SuppliesRepairs	110.50	Public Works
115426	1/18/2023	US BANK	Irrigation ControllerDRR Renew	60.00	Public Works
115426	1/18/2023	US BANK	GasMaint.SuppliesRepairs	55.86	Public Works
115495	1/25/2023	STAPLES	OFFICE SUPPLIES	53.55	Public Works
115495	1/25/2023	STAPLES	OFFICE SUPPLIES	51.17	Public Works
115426	1/18/2023	US BANK	LEMUS RenewSuppliesGas	45.00	Public Works
115430	1/18/2023	VERIZON WIRELESS	CELL PHONES 11/26-12/25/2022	41.84	Public Works



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115426	1/18/2023	US BANK	GasMaint.SuppliesRepairs	34.95	Public Works
115426	1/18/2023	US BANK	LEMUS RenewSupplysGas	16.41	Public Works
115426	1/18/2023	US BANK	LEMUS RenewSupplysGas	8.75	Public Works
115495	1/25/2023	STAPLES	OFFICE SUPPLIES	6.94	Public Works
115426	1/18/2023	US BANK	Apple.Com Bill	2.99	Public Works
Total Amount for 28 Line Item(s) from Public Works				\$719,688.83	

Recoverable / Refund / Liability

115467	1/25/2023	DEPARTMENT OF CONSERVATION	OCT-DEC 2022 SMIP FEES	1,323.45	Recoverable / Refund / Liability
115462	1/25/2023	CALIFORNIA BUILDING STANDARDS	OCT-DEC BLDG STAND ADMIN SRF	552.00	Recoverable / Refund / Liability
115483	1/25/2023	LEAF/JAMI//	SIGN PERMIT	378.00	Recoverable / Refund / Liability
115397	1/18/2023	BIRNBAUM/HEIDI//	REFUND-FITNESS CLASS - SR. CTR	120.00	Recoverable / Refund / Liability
115462	1/25/2023	CALIFORNIA BUILDING STANDARDS	OCT-DEC BLDG STAND ADMIN SRF	-55.20	Recoverable / Refund / Liability
115467	1/25/2023	DEPARTMENT OF CONSERVATION	OCT-DEC 2022 SMIP FEES	-66.17	Recoverable / Refund / Liability
115424	1/18/2023	TORO ENTERPRISES, INC.	2022 ST RESURFACE 21-22-04	-34,288.17	Recoverable / Refund / Liability
Total Amount for 7 Line Item(s) from Recoverable / Refund / Liability				\$-32,036.09	

Tennis & Swim Center

115421	1/18/2023	SOUTHERN CALIFORNIA GAS CO	12/22 GAS CHARGES 09311139001	8,654.95	Tennis & Swim Center
115493	1/25/2023	SOUTHERN CALIFORNIA EDISON	UTILITIES 11/22-12/22	2,556.40	Tennis & Swim Center
115472	1/25/2023	HASA INC	POOL CHEMICALS	1,214.88	Tennis & Swim Center
115502	1/25/2023	WELLS/JOSEPH//	GLASS REPAIR	932.88	Tennis & Swim Center
115478	1/25/2023	JONAS FITNESS INC	MEMBERSHIP MONTHLY FEE	864.52	Tennis & Swim Center
115500	1/25/2023	WATERLINE TECHNOLOGIES INC	POOL CHEMICALS	809.70	Tennis & Swim Center
115497	1/25/2023	TIME WARNER CABLE	CABLE 1/23	779.92	Tennis & Swim Center
115421	1/18/2023	SOUTHERN CALIFORNIA GAS CO	12/22 GAS CHARGES 09311139001	664.36	Tennis & Swim Center
115472	1/25/2023	HASA INC	POOL CHEMICALS	660.00	Tennis & Swim Center
115426	1/18/2023	US BANK		491.22	Tennis & Swim Center
115456	1/25/2023	AT&T	BAN 9391056241 12/22	454.23	Tennis & Swim Center
115500	1/25/2023	WATERLINE TECHNOLOGIES INC	POOL CHEMICALS	450.92	Tennis & Swim Center
115500	1/25/2023	WATERLINE TECHNOLOGIES INC	POOL CHEMICALS	350.51	Tennis & Swim Center
115500	1/25/2023	WATERLINE TECHNOLOGIES INC	POOL CHEMICALS	331.39	Tennis & Swim Center
115426	1/18/2023	US BANK		313.04	Tennis & Swim Center
115500	1/25/2023	WATERLINE TECHNOLOGIES INC	POOL CHEMICALS	225.91	Tennis & Swim Center
115472	1/25/2023	HASA INC	POOL CHEMICALS	220.00	Tennis & Swim Center
115426	1/18/2023	US BANK	MEMBERSHIPS/FEES	200.00	Tennis & Swim Center



Check Register Report

Bank: BANK OF AMERICA - CITY OPERATING
Reporting Period: 1/14/2022 to 1/27/2023

Check No.	Check Date	Vendor Name	Check Description	Amount	Department
115494	1/25/2023	SOUTHERN CALIFORNIA MUNICIPAL	EVENT INSURANCE	177.50	Tennis & Swim Center
115426	1/18/2023	US BANK	MEMBERSHIPS/FEES	149.90	Tennis & Swim Center
115426	1/18/2023	US BANK		137.94	Tennis & Swim Center
115426	1/18/2023	US BANK		120.85	Tennis & Swim Center
115426	1/18/2023	US BANK		104.29	Tennis & Swim Center
115426	1/18/2023	US BANK		80.56	Tennis & Swim Center
115426	1/18/2023	US BANK		75.92	Tennis & Swim Center
115426	1/18/2023	US BANK		20.12	Tennis & Swim Center
115426	1/18/2023	US BANK		2.74	Tennis & Swim Center
Total Amount for 27 Line Item(s) from Tennis & Swim Center				\$21,044.65	

Transportation

115454	1/25/2023	ALL CITY MANAGEMENT SVCS, INC.	SCHOOL CROSSING GUARDS	8,069.84	Transportation
115401	1/18/2023	CHRIS NELSON & ASSOCIATES, INC	MULHOLLAND/OLD TOPANGA	2,910.00	Transportation
115434	1/18/2023	YUNEX LLC	Traffic Signal Maintenance	1,192.50	Transportation
115426	1/18/2023	US BANK	GasMaint.SuppliesRepairs	737.10	Transportation
115493	1/25/2023	SOUTHERN CALIFORNIA EDISON	UTILITIES 11/22-12/22	470.52	Transportation
115426	1/18/2023	US BANK	LEMUS RenewSupplysGas	321.82	Transportation
115426	1/18/2023	US BANK	LEMUS RenewSupplysGas	301.13	Transportation
115426	1/18/2023	US BANK	Gas, Team Lunch	278.70	Transportation
115480	1/25/2023	LA DWP	PRK ORA-VALM 12/22 9945501000	176.06	Transportation
115426	1/18/2023	US BANK	GasHolidayPartyZoom	173.21	Transportation
115426	1/18/2023	US BANK	GasMaint.SuppliesRepairs	160.74	Transportation
115426	1/18/2023	US BANK	GasMaint.SuppliesRepairs	146.55	Transportation
115426	1/18/2023	US BANK	GasMaint.SuppliesRepairs	127.26	Transportation
115426	1/18/2023	US BANK	GasMaint.SuppliesRepairs	122.76	Transportation
115426	1/18/2023	US BANK	SUPPLIES/FUEL	114.93	Transportation
115426	1/18/2023	US BANK	GasMaint.SuppliesRepairs	114.28	Transportation
115426	1/18/2023	US BANK	SUPPLIES/FUEL	113.36	Transportation
115426	1/18/2023	US BANK	GasMaint.SuppliesRepairs	108.90	Transportation
115426	1/18/2023	US BANK	GasMaint.SuppliesRepairs	107.56	Transportation
115426	1/18/2023	US BANK	SUPPLIES/FUEL	96.01	Transportation
115426	1/18/2023	US BANK	LEMUS RenewSupplysGas	66.49	Transportation
115426	1/18/2023	US BANK	LEMUS RenewSupplysGas	65.21	Transportation
115426	1/18/2023	US BANK	LEMUS RenewSupplysGas	48.32	Transportation
115426	1/18/2023	US BANK	GasMaint.SuppliesRepairs	31.81	Transportation
115426	1/18/2023	US BANK	GasMaint.SuppliesRepairs	17.82	Transportation



CITY of CALABASAS

Check Register Report

Bank: BANK OF AMERICA - CITY OPERATING

Reporting Period: 1/14/2022 to 1/27/2023

Date: 1/31/2023

Time: 7:55:15AM

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Check No.	Check Date	Vendor Name	Check Description	Amount	Department
			Total Amount for 25 Line Item(s) from Transportation	\$16,072.88	
			GRAND TOTAL for 477 Line Items	\$1,834,069.52	



Check Register Report

Bank: BANK OF AMERICA - TENNIS & SWIM CENTER

Reporting Period: 1/14/2022 to 1/27/2023

Date: 1/31/2023

Time: 7:56:45AM

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Check No.	Check Date	Vendor Name	Check Description	Amount	Department
Tennis & Swim Center					
14498	1/18/2023	PHILIDELPHIA INSURANCE	INSURANCE LIABILITY	1,060.17	Tennis & Swim Center
14501	1/25/2023	COLLINS COMPANY	TENNIS EQUIPMENT & PARTS	1,034.85	Tennis & Swim Center
14500	1/25/2023	CLEAN SWEEP SUPPLY CO INC	CLEANING SUPPLIES	927.02	Tennis & Swim Center
14499	1/18/2023	US BANK	JANITORIAL SUPPLIES	803.42	Tennis & Swim Center
14499	1/18/2023	US BANK	JANITORIAL SUPPLIES	634.66	Tennis & Swim Center
14499	1/18/2023	US BANK	TOP SEED UNIFORMS	617.31	Tennis & Swim Center
14499	1/18/2023	US BANK	JANITORIAL SUPPLIES	392.47	Tennis & Swim Center
14499	1/18/2023	US BANK	JANITORIAL SUPPLIES	305.21	Tennis & Swim Center
14499	1/18/2023	US BANK	JANITORIAL SUPPLIES	299.83	Tennis & Swim Center
14499	1/18/2023	US BANK	JANITORIAL SUPPLIES	283.61	Tennis & Swim Center
14499	1/18/2023	US BANK	JANITORIAL SUPPLIES	223.97	Tennis & Swim Center
14499	1/18/2023	US BANK	SUPPLIES	190.31	Tennis & Swim Center
14499	1/18/2023	US BANK	JANITORIAL SUPPLIES	179.15	Tennis & Swim Center
14499	1/18/2023	US BANK	JANITORIAL SUPPLIES	174.70	Tennis & Swim Center
14499	1/18/2023	US BANK	SUPPLIES	161.48	Tennis & Swim Center
14499	1/18/2023	US BANK	SUPPLIES	121.23	Tennis & Swim Center
14499	1/18/2023	US BANK	JANITORIAL SUPPLIES	96.72	Tennis & Swim Center
14499	1/18/2023	US BANK	JANITORIAL SUPPLIES	96.35	Tennis & Swim Center
14499	1/18/2023	US BANK	JANITORIAL SUPPLIES	88.50	Tennis & Swim Center
14499	1/18/2023	US BANK	JANITORIAL SUPPLIES	84.00	Tennis & Swim Center
14499	1/18/2023	US BANK	JANITORIAL SUPPLIES	58.50	Tennis & Swim Center
14499	1/18/2023	US BANK	JANITORIAL SUPPLIES	45.00	Tennis & Swim Center
14499	1/18/2023	US BANK	SUPPLIES	34.34	Tennis & Swim Center
14499	1/18/2023	US BANK	JANITORIAL SUPPLIES	16.84	Tennis & Swim Center
Total Amount for 24 Line Item(s) from Tennis & Swim Center				\$7,929.64	
GRAND TOTAL for 24 Line Items				\$7,929.64	

Department	Agenda Headings	Future Agenda/Information Items
22-Feb		
1 CC	Presentation	Recognition of outgoing Commissioners and Mayor's Youth Council Members
2 HR	Presentation	Employee service awards
3 PW	Presentation	SCE LED street light replacement
4 CD	Consent	M6 contract amendment
5 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 ____.
6 CD	New Business	Adoption of Resolution No. 2023-1836 appropriating funds Rental Registration Update

Future Items

7 CM	New Business	Update from Southern California Gas Company regarding price increases
8 CM	New Business	AT&T update on service outages
9 CM	New Business	SCE update on outages/issues regarding notices/PRR on outages
10 CM	New Business	Spectrum update
11 CD	New Business	HCD Annual Housing Report
12 CS	New Business	Tennis & Swim Center operations update
13 CS	Continued Business	Recommendation to approve a Professional Services Agreement with _____ in an amount of \$ _____ plus 15% contingency for a Program and Facility Needs Assessment for the Community Services Department, including the <u>Agoura Hills/Calabasas Community Center</u>
14 CC	New Business	Introduction of Ordinance relating to Electronic and Paperless Filing of Fair Political Practices Commission (FPPC) Campaign Disclosure Statements
15 CM	New Business	Look into cost for a lobbyist during FY23-24 budget process
16 CM	Continued Business	Update on airplane noise issues/Federal legislation
17 CM	New Business	Discussion regarding Council votes on legislation presented by COG, League of CA Cities, etc.
18 CD	New Business	Safety and Circulation Element Updates
19 CM/PS	New Business	Public Safety review/recommendation of Sheriff's contract
20 CC	New Business	Council direction regarding Woolsey Fire funds
21 CC	New Business	Council Protocols
22 CD	New Business	Business license discussion
23 PW	Continued Business	Return to Council with numbers and innovative ideas regarding On-demand Response Program
24 CC	New Business	Town Hall meeting with insurance commissioner
25 CC	New Business	Discussion and direction regarding a catalytic converter Ordinance
26 CD	New Business	Development Code update regarding green LEED standards
27 CC	New Business	Issues impacting other communities regarding illegal exhasust on vehicles
28 CM	New Business	Solar Panel and Battery Backup Assessment at City facilities
29 CC	New Business	Formation of a water taskforce on equitable access to water
30 CD/PW	Continued Business	Planning and Environmental Commissions recommendation regarding Green Procurement Policy
31 CM/CA	New Business	Discussion regarding gun violence prevention
32 CD	Public Hearing	Adoption of updates to the Circulation and Safety Elements of the Calabasas 2030 General Plan
33 CD	New Business	Recommendation from the Planning Commission regarding Fire Hardening and Resilience Code Standards
34 PS	New Business	Use of technology (satellite phones) during emergencies

2023 Meeting Dates

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