



CITY of CALABASAS

**CITY COUNCIL AGENDA
SPECIAL MEETING**

WEDNESDAY, SEPTEMBER 27, 2023, 7:30 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.

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From a PC, Mac, iPhone or Android device please go to:

<https://cityofcalabasas.zoom.us/j/89089411755?pwd=SjM3dU54bkZRYWxqR2FwOUtUVU50dz09>

Passcode: 739048

Webinar ID: 890 8941 1755

Or iPhone one-tap:

US: +16694449171, 890 8941 1755# or +16699009128, 890 8941 1755#

Or Telephone:

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

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

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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.

OPENING MATTERS

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

PRESENTATIONS

- [By Toni Consolo, California Joint Powers Authority and Rob Lowe, Alliant regarding earthquake insurance](#)

ANNOUNCEMENTS/INTRODUCTIONS

ORAL COMMUNICATION – PUBLIC COMMENT

CONSENT ITEMS

1. [Approval of September 13, 2023, meeting minutes](#)
2. [Review and approval of activities to be funded by the City's permanent local housing allocation \(PLHA\) with 2021-2023 program year funds; adoption of Resolution No. 2023-1867 approving program funding; and adoption of Resolution No. 2023-1872 allocating funds for permanent local housing allocation grant](#)
3. [Recommendation to award a five-year Professional Services Agreement to Telecom Law Firm, P.C. for wireless communications professional consulting services not to exceed \\$150,000](#)
4. [Recommendation to approve a nine-month agreement with All City Management Service, Inc. for crossing guard services at local schools in an amount not to exceed \\$160,073](#)
5. [Consider adoption of Resolution No. 2023-1868, authorizing acceptance of up to \\$125,000 in grant funding from the California Department of Cannabis Control](#)

NEW BUSINESS

6. [Authorization to award a contract to FS Contractors, Inc., under CIP No. 23-24-01 for Wild Walnut Park improvements and approve additional funding allocation](#)

CONTINUED BUSINESS

7. Discussion of Fire Safety and Resilience Code Standards. The Planning Commission reviewed this item on June 15, 2023, and provided recommendations to the City Council

INFORMATIONAL REPORTS

8. Check Register for the period of September 2-15, 2023

TASK FORCE REPORTS

CITY MANAGER'S REPORT

FUTURE INFORMATION/AGENDA ITEMS

ADJOURN


The City Council will adjourn to a regular meeting on Wednesday, October 11, 2023, at 7:00 p.m.



CITY of CALABASAS
CITY COUNCIL AGENDA REPORT

DATE: SEPTEMBER 19, 2023

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: RON AHLERS, CHIEF FINANCIAL OFFICER 

SUBJECT: EARTHQUAKE INSURANCE COVERAGE PRESENTATION BY CJPIA

MEETING DATE: SEPTEMBER 27, 2023

SUMMARY RECOMMENDATION:

Staff from the California Joint Powers Insurance Authority (CJPIA) and Alliant Insurance Services are presenting an overview of earthquake insurance coverage.

BACKGROUND:

Historically, the City of Calabasas (City) has not purchased earthquake insurance for any of the properties. The last major earthquake to occur close to the City is the Northridge quake which shook us on January 17, 1994 at 4:30am. The quake measured 6.7 on the Richter scale. It has been over 29 years since that event.

DISCUSSION/ANALYSIS:

During the budget discussions this past Spring 2023, the City Council requested a presentation regarding earthquake insurance.

Attachment 1: Earthquake Insurance presentation by Alliant Insurance Services.

Attachment 2: List of CJPIA member agencies that purchase earthquake insurance.

Attachment 3: List of city properties with the estimated annual cost to purchase earthquake insurance by each property.

FISCAL IMPACT/SOURCE OF FUNDING:

The source of funding is either the Tennis & Swim Center (Fund 50) for the Tennis & Swim Center properties or the General Fund (Fund 10) for all the remaining City properties.

The City Council FY 2023-24 adopted budget for the General Fund has a small surplus of \$179,000.

REQUESTED ACTION:

City Council receive and file the presentation and provide direction to staff regarding purchasing earthquake insurance.

ATTACHMENTS:

1. Earthquake Insurance Presentation by Alliant Insurance Services
2. List of CJPIA member agencies with earthquake insurance
3. Earthquake Insurance annual cost by property

ATTACHMENT 1



CITY of CALABASAS
WELCOME

PRESENTATION TO THE City of Calabasas

PRESENTED BY:
ALLIANT INSURANCE SERVICES, INC.

About Alliant



\$3.3B
Revenue



\$30.7B
Premium Volume



51%
Employee Owned



9,700+
Employees



4th Largest
U.S. P&C Broker



Earthquake Coverage

What will be discussed

- *How the coverage works*
- *Why it could be a mistake to rely on FEMA*
- *Strategies for purchasing the coverage*
- *Difference between Difference in Conditions (DIC) and Parametric*

How it Works

- Property specific Catastrophic (CAT) coverage designed to protect against a natural disaster – Earth Movement
- An earthquake policy will generally cover damage to your building and to your business property. Depending on the policy, lost business income/revenue caused by an earthquake may also be covered.
- Shake/event occurs – claim is filed reporting the claim, policy will pay based on the damage, less the deductible.
- Deductibles are usually a percentage (i.e. 5%) with a minimum.

Mistakes of Relying on FEMA

- *Arduous process, lots of paperwork*
- *Purchase coverage on KEY locations that are critical to the City and its operations!*
- *Purchase small limit – for immediate cash influx, while buying time in dealing with FEMA*
- *Purchase policy with HIGH deductible and only file FEMA claim for deductible.*

Multiple Purchasing Strategies

- *Coverage across all owned properties - expensive*
- *Coverage on specific locations that are critical to City operations*
- *Purchase a policy with a HIGH deductible*
- *Purchase Insurance Linked Security (ILS) policy like Parametric insurance.*

Difference between DIC and Parametric Coverage

- *DIC is traditional earthquake coverage:*
 - *Event occurs*
 - *Building suffers damage*
 - *Claim submitted and paid, less deductible*
- *Parametric is Insurance Linked Securities (ILS) coverage:*
 - *Covers the loss sustained, based on a predetermined trigger event (i.e. 6.5 magnitude or higher)*
 - *Claims payments are typically within weeks of the event occurring, sometimes faster*
 - *Can be based on multiple triggers, based on ground shake intensity and not Richter scale magnitude*



Member Roster
Earthquake & Flood Coverage
July 1, 2022 to July 1, 2023

Table with 2 columns listing member cities and organizations such as Alhambra, Apple Valley, Artesia, Azusa, Bellflower, Bell Gardens, Big Bear Lake, Bishop, Bradbury, Brawley, Buellton, California JPIA, Camarillo, Carpinteria, Chino Hills, Claremont, Commerce, Dana Point, Desert Recreation District, Duarte, Fillmore, Hawaiian Gardens, Hidden Hills, Indian Wells, Indio, Irwindale, Laguna Woods, Lakewood, Lake Forest, Lawndale, La Canada Flintridge, La Mirada, La Palma, La Verne, Lomita, Malibu, Mammoth Lakes, Mission Viejo, Moorpark, Morro Bay, Mountain Area Regional Transit Authority, Needles, Norwalk, Ojai, Paramount, Pismo Beach, Port Hueneme, Rancho Palos Verdes, Rolling Hills, Rolling Hills Estates, San Clemente, San Dimas, San Juan Capistrano, San Marcos, Santa Fe Springs, Santa Paula, Seal Beach, Seaside, Signal Hill, Southeast Area Animal Control Authority, South El Monte, Stanton, Temple City, Villa Park, Westlake Village.

All Risk - City of Calabasas
 Cost Allocation 2023-24
 SOV 5/23/2023

Total Insured Value (TIV)			Est. Contribution *
Tennis & Swimming	\$ 8,657,077	12.8%	\$ 45,000
Other	58,869,101	87.2%	305,000
Total	\$ 67,526,178	100.0%	\$ 350,000

* This figure may change upon final underwriting by Alliant

Site Description	Bldg Description	Address 1	All-Risk TIVs				Est. Contribution
			Real Property	Personal Property	BI Rents	Total TIV CY	
Tennis - Swim Center	Tennis - Swim Center	23400 Park Sorrento	6,511,646	367,166	-	6,878,812	\$ 35,654
Tennis - Swim Center	Aquatic Building	23400 Park Sorrento	882,118	27,816	-	909,934	\$ 4,716
Tennis - Swim Center	Fitness Building	23400 Park Sorrento	406,350	55,631	-	461,981	\$ 2,395
Tennis - Swim Center	Cardio Building	23400 Park Sorrento	270,900	38,942	-	309,842	\$ 1,606
Tennis - Swim Center	Restroom Building	23400 Park Sorrento	96,508	-	-	96,508	\$ 500
Grape Arbor Park Restroom Building	Grape Arbor Park Restroom Building	5100 Parkville Road	299,796	-	-	299,796	\$ 1,554
Juan Bautista De Anza Park	Recreation and Restroom Building	3701 Lost Hills Road	1,737,033	89,010	-	1,826,043	\$ 9,465
Juan Bautista De Anza Park	Storage Building	3701 Lost Hills Road	68,402	100,136	-	168,538	\$ 874
Cordillera Repeater	Cordillera Repeater	Cordillera Drive	33,863	-	-	33,863	\$ 176
Maintenance Yard	Maintenance Yard	Mureau Road and Calabasas Road	23,139	-	-	23,139	\$ 120
Creekside Park - Community Center	Creekside Park - Community Center	3655 Old Topanga Canyon Road	1,888,512	55,631	400,000	2,344,143	\$ 12,150
Gates Canyon Park	Pavilion	25801 Thousand Oaks Boulevard	604,333	-	-	604,333	\$ 3,132
Gates Canyon Park	Restroom Building	25801 Thousand Oaks Boulevard	316,614	-	-	316,614	\$ 1,641
Mountains Restoration Trust	BARTEL HOUSE - VACANT	3815 Old Topanga Canyon Road	729,173	-	-	729,173	\$ 3,779
Mountains Restoration Trust	Bridge - Mountains Restoration Trust	3815 Old Topanga Canyon Road	84,092	-	-	84,092	\$ 436
Mountains Restoration Trust	Storage Building	3815 Old Topanga Canyon Road	36,007	-	-	36,007	\$ 187
Mountains Restoration Trust	Residence	23075 Mulholland Highway	298,216	-	-	298,216	\$ 1,546
Bark Park	Bark Park	4232 Las Virgenes Road	57,905	-	-	57,905	\$ 300
Wild Walnut Park	Wild Walnut Park	23050 Mulholland Highway	13,771	-	-	13,771	\$ 71
Civic Center Way Complex	City Hall	100 Civic Center Way	20,085,768	3,365,691	-	23,451,459	\$ 121,553
Civic Center Way Complex	Library	200 Civic Center Way	19,287,516	4,394,869	-	23,682,385	\$ 122,749
Civic Center Way Complex	Senior Center	300 Civic Center Way	4,448,517	389,419	-	4,837,936	\$ 25,076
TREES & LANDSCAPING		VARIOUS LOCATIONS	-	61,688	-	61,688	\$ 320
END	END	END	58,180,179	8,945,999	400,000	67,526,178	\$ 350,000

**MINUTES OF A REGULAR MEETING OF
THE CITY COUNCIL OF THE CITY OF CALABASAS, CALIFORNIA
HELD WEDNESDAY, SEPTEMBER 13, 2023**

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

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

Absent: None

2. Closed Session: Conference with Legal Counsel; Anticipated Litigation (Gov. Code § 54956.9(d)(2))

A point has been reached where, in the opinion of the City Council on the advice of its legal counsel, based on the below-described existing facts and circumstances, there is a significant exposure to litigation against the City. Receipt of Claim pursuant to Tort Claims Act or other written communication threatening litigation (copy available for public inspection in Clerk's office). Claimant: Mary Sue Maurer. (Gov. Code § 54956.9(e)(3).)

Councilmember Albrecht left the Closed Session meeting during Item No. 2.

1. Conference with Legal Counsel; Existing Litigation (Gov. Code Section 54956.9(d)(1))

Case Names: TNHC Canyon Oaks LLC v. City of Calabasas, et al., Los Angeles County Superior Court Case No. 21STCP01819; related to Building Industry Association of Southern California v. City of Calabasas, et al., Los Angeles County Superior Court Case No. 21STCP02726

Mayor Shapiro called the Open Session to order at 7:06 p.m. in the Council Chambers, 100 Civic Center Way, Calabasas, CA.

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

Absent: Councilmember Albrecht

Staff: Green, Haber, Hernandez, McConville, Meik, Mendoza, Russo, Summers and Tijerino

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Boy Scout Troop 127.

APPROVAL OF AGENDA

Mayor pro Tem Weintraub moved, seconded by Councilmember Kraut to approve the agenda. MOTION CARRIED 4/0 as follows:

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

ABSENT: Councilmember Albrecht

CITY ATTORNEY REPORT ON CLOSED SESSION

Mr. Summers reported that the City Council met in Closed Session to address Item Nos. 1-2. The City Council provided direction to staff and there were no reportable actions.

PRESENTATIONS

- Childhood Cancer Awareness Month Proclamation

Mayor Shapiro read Proclamation in recognition of Childhood Cancer Awareness Month and presented it to Kevin Cordasco of The Kevin Cordasco Foundation: Something Yellow. Additionally, Mayor Shapiro noted that the City lit up the Civic Center in yellow in honor of the foundation.

The City Council expressed appreciation to The Kevin Cordasco Foundation: Something Yellow for their dedication and hard work.

Roza Besser spoke on this presentation.

Kevin and Melody Cordasco thanked the City Council and extended an invitation to The Kevin Cordasco Foundation: Something Yellow 10th Anniversary Gala at the Hilton Hotel (Warner Center) on September 14, 2023.

- Sheriff's Crime Report – July 2023

Deputy Mason De Matteo presented the report.

The City Council expressed their gratitude to Deputy De Matteo and everyone at that Lost Hills Sheriff's Station for everything that they do to keep residents safe.

ANNOUNCEMENTS/INTRODUCTIONS

Members of the Council made the following announcements:

Mayor pro Tem Weintraub:

- Extended an invitation to the Annual Community Fire Season Briefing via Zoom Teleconferencing on September 14, 2023.

Councilmember Kraut:

- Shared that the Santa Monica Conservancy is offering tours of the Wallis Annenberg Wildlife Crossing. For more information visit santamonicaconservancy.org.

Mayor Shapiro acknowledged several students in the audience from CSUN's journalism program.

Mayor Shapiro:

- Shared that the City lowered flags to half-staff in recognition of the 22nd anniversary of the 9/11 attack and expressed his thoughts and prayers to all of those affected.
- Reported that the City Council and City Manager attended the Malibu/Lost Hills Interfaith Prayer and Pastry at the Agoura Hills Recreation and Event Center on September 12.
- Congratulated Madeline Strauss, Noah Weintraub, Noah Shapiro and Navin Parmar for their recent appointments.
- Extended an invitation to a Mayor's Youth Council meet and greet with Assemblywoman Jacqui Irwin followed by a voter registration drive at La La Land Café on September 24.
- Wished everyone a wonderful Rosh Hashanah and Yom Kippur.

ORAL COMMUNICATIONS – PUBLIC COMMENT

Joe Fries, Mark Levinson, Roza Besser and Frances Alet spoke during public comment.

CONSENT ITEMS

1. Approval of August 23, 2023, meeting minutes
2. Adoption of Resolution No. 2023-1866, rescinding Resolution No. 2023-1832, and approving position titles and hourly wage range schedule for hourly employees
3. Authorization to award a two-year Professional Services Agreement in an amount not to exceed \$500,000 to American Global Security for citywide security, emergency response and homeless outreach and engagement services

Councilmember Bozajian moved, seconded by Mayor pro Tem Weintraub to approve Consent Items 1-3. MOTION CARRIED 4/0 as follows:

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

ABSENT: Councilmember Albrecht

NEW BUSINESS

4. Programming Needs Assessment outreach results

Ms. Green and Mr. Svetz of Pros Consulting presented the report.

Roza Besser spoke during public comment.

After discussion, the City Council received and filed the report.

The meeting recessed at 8:44 p.m.

The meeting reconvened at 8:55 p.m.

5. Review, discuss and adopt recommended amendments to the City Council Protocols. Review and discuss other recommendations by the Council's Procedures and Protocols Taskforce

Mr. Meik presented the report and recommended that Council Protocols come back to the October 11 meeting after staff has had a chance to meet with individual Councilmembers. The City Council concurred with the recommendation.

INFORMATIONAL REPORTS

6. Check Register for the period of August 12-September 1, 2023

No action taken on this Item.

TASK FORCE REPORTS

Mayor pro Tem Weintraub reported that Mayor Shapiro and she attended a CERP Brunch hosted by Public Safety, an Economic Development meeting and a MYC meeting. Additionally, she thanked City Clerk Mari Hernandez for doing a tremendous job organizing MYC meetings and events.

Councilmember Bozajian reported that he attended and presented at the California Contract Cities Association Fall Education Seminar in San Diego. Additionally, he reported his upcoming attendance to the League of California Cities

Annual Conference and Expo September 20-22 in Sacramento.

Councilmember Kraut reported he attended a Headwaters Corner Committee meeting and a Santa Monica Conservancy meeting.

Mayor Shapiro stated that in addition to the meetings reported by Mayor pro Tem Weintraub, he also attended various SCAG meetings. Additionally, he reported he will be presenting at an upcoming COG meeting. Lastly, he reported that CERP members will be attending the City Council meeting on September 27.

CITY MANGER'S REPORT

Mr. Meik reported that City and Agoura Hills staffs met with the contractor to discuss the progress of the AHCCC. Additionally, he reported that Bids for the Wild Walnut Park improvements have been received and will be brought to Council on September 27. Moreover, he reported that the initial Public Works Director interviews have begun and will continue through next week. Lastly, he expressed gratitude to Interim Public Works Director, Phil Lanzafame for his time and expertise.

FUTURE INFORMATION/AGENDA ITEMS

Mayor pro Tem Weintraub requested a report regarding options for the City to asses increasing enforcement of the Calabasas Municipal Code including options for the City to level prosecution of violations of the law. Mayor Shapiro seconded request.

ADJOURN

The City Council adjourned at 9:18 p.m. to a special meeting scheduled on Wednesday, September 27, 2023, at 7:30 p.m.

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



CITY of CALABASAS
CITY COUNCIL AGENDA REPORT

DATE: SEPTEMBER 18, 2023

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: MICHAEL MCCONVILLE, DEPUTY CITY MANAGER

SUBJECT: REVIEW AND APPROVAL OF ACTIVITIES TO BE FUNDED BY THE CITY'S PERMANENT LOCAL HOUSING ALLOCATION (PLHA) WITH 2021-2023 PROGRAM YEAR FUNDS; ADOPTION OF RESOLUTION NO. 2023-1867 APPROVING PROGRAM FUNDING; AND ADOPTION OF RESOLUTION NO. 2023-1872 ALLOCATING FUNDS FOR PERMANENT LOCAL HOUSING ALLOCATION GRANT.

MEETING DATE: SEPTEMBER 27, 2023

SUMMARY RECOMMENDATION:

Staff recommends that the City Council: 1) approve Resolution No. 2023-1867, indicating an intent to apply for, and to accept if awarded, a grant from the Los Angeles County Development Authority of \$286,782 for housing support for homeless individuals under the Permanent Local Housing Allocation (PLHA) Program; and, 2) authorize staff to use the funds to provide outreach, engagement, and interim housing for individuals experiencing homelessness; and 3) approve Resolution No. 2023-1872, amending the 2023/24 fiscal year budget to appropriate \$286,782 in reimbursable grant funding to operate the PLHA Program.

BACKGROUND/ANALYSIS:

The Los Angeles County Development Authority (LACDA) issued an announcement of funding availability for homeless housing assistance through the "Permanent Local Housing Allocation" program (PLHA). The PLHA program is administered by the California Department of Housing and Community Development (HCD), which

awards program grants to individual counties, and the counties then may sub-allocate some of their PLHA funding to participating cities.

Community Development Department staff responded to the LACDA to express possible City interest in participating. Among the affordable housing assistance needs within the City is funding to provide outreach, engagement, and interim housing for individuals experiencing homelessness. LACDA has informed City staff that Calabasas would qualify for an allocation of approximately \$286,782, and we were invited to submit a formal application.

After considering the priorities of the City Council, as well as consulting with the Los Angeles County Development Authority (LACDA) on potential uses of PLHA funding, staff is recommending that the funds be used to assist persons experiencing or are at risk of homelessness. Specifically, staff will be using the PLHA grant to fund outreach, engagement, and interim housing and support services to individuals in Calabasas who may be experiencing homelessness. The outreach and engagement will be provided by American Global Security (AGS), while interim housing will be provided by San Fernando Valley Community Mental Health Center (SFVCMHC) at their interim shelter located in Van Nuys, CA. Both companies are already under contract with the City to provide such services.

One of the required application documents is a resolution from the City Council indicating acceptance of the grant award and documenting the City's intent to use the funds in a manner consistent with the program's purpose. Staff has prepared a draft resolution for consideration by the City Council.

FISCAL IMPACT/SOURCE OF FUNDING:

Staff is requesting that the City Council adopt Resolution 2023-1872 appropriating \$286,782 in unspent Permanent Local Housing Allocation (PLHA) funds from the past three fiscal years to fund the housing programs described in this report. The source of these funds is a reimbursable grant from Los Angeles County, which requires no general fund expenditure.

REQUESTED ACTION:

Staff recommends that the City Council: 1) approve Resolution No. 2023-1867, indicating an intent to apply for, and to accept if awarded, a grant from the Los Angeles County Development Authority of \$286,782 for housing support for homeless individuals under the Permanent Local Housing Allocation (PLHA) Program; and, 2) authorize staff to use the funds to provide outreach, engagement, and interim housing for individuals experiencing homelessness; and 3) approve Resolution No. 2023-1872, amending the 2023/24 fiscal year budget to appropriate \$286,782 in reimbursable grant funding to operate the PLHA Program.

ATTACHMENTS:

Attachment A: Resolution No. 2023-1867

Attachment B: Resolution No. 2023-1872

RESOLUTION NO. 2023-1867

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CALABASAS, CALIFORNIA, APPROVING PARTICIPATION IN THE LOS ANGELES URBAN COUNTY PERMANENT LOCAL HOUSING ALLOCATION PROGRAM BY AUTHORIZING THE CITY MANAGER, OR HIS/HER DESIGNEE, TO SIGN A REIMBURSABLE CONTRACT WITH THE LOS ANGELES COUNTRY DEVELOPMENT AUTHORITY (LACDA) ACTING ON BEHALF OF THE COUNTY.

WHEREAS, the City Council of the City of Calabasas desires to participate in the Los Angeles Urban County Permanent Local Housing Allocation (PLHA) Program; and,

WHEREAS, the City Council authorizes the execution of a Reimbursable Contract with the County of Los Angeles in order to receive said PLHA funds;

NOW, THEREFORE, the City Council for the City of Calabasas hereby resolves as follows:

SECTION 1: The City Council approves the Outreach, Engagement, and Interim Housing Program for Individuals Experiencing Homelessness, to be implemented using PLHA funds.

SECTION 2: The City Council authorizes the City Manager, or his/her designee, to execute any and all documents necessary for participation in the Los Angeles Urban County PLHA program on behalf of the City of Calabasas.

SECTION 3: The City Clerk shall certify to the adoption of this resolution and shall cause the same to be processed in the manner required by law.

PASSED, APPROVED AND ADOPTED this 27th day of September 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

RESOLUTION NO. 2023-1872

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CALABASAS, CALIFORNIA, ALLOCATING FUNDS FOR CDBG PERMANENT LOCAL HOUSING ALLOCATION GRANT.

WHEREAS, a staff report has been presented to the City Council on September 27, 2023, requesting approval to appropriate \$286,782 in funding for CDBG Permanent Local Housing Allocation Grant; and

WHEREAS, on June 21, 2023 the City Council adopted the Operating and Capital Improvement Budget for FY 2023-24; and

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

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

A budget amendment appropriating \$286,782 for FY 2023-24 as more particularly described in Exhibit "A", attached hereto, is hereby approved.

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

PASSED, APPROVED AND ADOPTED this 27th day of September 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

EXHIBIT A

BUDGET AMENDMENT TO
CDBG FUND

for Permanent Local Housing Allocation (PLHA) Grant

FY 2023 - 24

A. FUND ALLOCATION

Description	Account Number	FUND Name	Amount
Fund Balance	35-000-0310-00	CDBG Fund	\$ -
		TOTAL ALLOCATION	\$ -

B. Estimated REVENUES

Description	Account Number	Current Budget	Revision	Amend Budget
CDBG FUND				
CDBG Perm Local Housing	35-000-4650-05	\$ -	\$ 286,782	\$ 286,782
<i>Establish revenue account for new CDBG revenue for Permanent Local Housing Allocation</i>				
TOTAL REVENUES		\$ -	\$ 286,782	\$ 286,782

C. Expenditure Account APPROPRIATIONS

Description	Account Number	Current Budget	Revision	Amend Budget
CDBG FUND				
Permanent Local Housing	35-417-5250-79	\$ -	\$ 286,782	\$ 286,782
<i>Establish expenditures to provide services to individuals experiencing homelessness</i>				
TOTAL APPROPRIATIONS		\$ -	\$ 286,782	\$ 286,782



CITY of CALABASAS
CITY COUNCIL AGENDA REPORT

DATE: SEPTEMBER 18, 2023

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: MICHAEL KLEIN, COMMUNITY DEVELOPMENT DIRECTOR

SUBJECT: RECOMMENDATION TO AWARD A FIVE-YEAR PROFESSIONAL SERVICES AGREEMENT TO TELECOM LAW FIRM, P.C. FOR WIRELESS COMMUNICATIONS PROFESSIONAL CONSULTING SERVICES NOT TO EXCEED \$150,000.

MEETING DATE: SEPTEMBER 27, 2023

SUMMARY RECOMMENDATION:

Recommendation to award a five-year professional services agreement to Telecom Law Firm, P.C. for wireless communications professional consulting services in an amount not to exceed \$150,000.

BACKGROUND:

In 2011, the City conducted an extensive RFQ process to secure a consultant to provide wireless telecommunications professional consulting services. The City received six submittals in response to the RFQ, which were reviewed by a subcommittee of the Communications and Technology Commission (CTC). At their meeting of October 3, 2011, the full CTC reviewed the RFQ responses and voted to recommend that the City Council award Kramer Firm to provide the above-mentioned consulting services. On October 26, 2011, based on the recommendation from the CTC, the City Council directed that staff enter into a Professional Services Agreement with Kramer Firm to provide Wireless Telecommunications Professional Consulting Services for six months, at an amount not to exceed \$25,000. Since then the City has entered into annual PSAs at an

amount not to exceed \$25,000, and updated the firm's name to Telecom Law Firm, P.C. The current contract expires on October 23, 2023.

DISCUSSION/ANALYSIS:

The draft PSA for Council's consideration has been aligned to reflect the current scope of work performed by Telecom Law Firm, P.C. In accordance with Section 17.31 of the CMC, the City may retain one or more independent, qualified consultants to review any application for wireless facilities for technical aspects of proposed projects, such as accuracy, completeness, alternatives and compliance with city, state and federal regulations. The adopted fee schedule includes a consultant review fee to cover this aspect of the contract. Telecom Law Firm, P.C., may also provide non-project related wireless services to staff from time to time, such as review of ordinance updates, presentations to the CTC and review of lease agreements with wireless carriers. Such services are charged to the City at an hourly rate, and are not recovered by project fees. The table below outlines the professional service type, associated cost and source of funding.

Service Type	Cost*	Source of Funding
Wireless project review	Flat - \$2,643	Project fees
Non project related	Hourly - \$99-\$370	General Fund

*The fee schedule is subject to an annual increase of 4%

FISCAL IMPACT:

For the normal review of wireless applications, the above mentioned flat rate is accounted for in the citywide fee schedule for wireless projects, which are paid by the applicant. Non-project related professional services are accounted for in the Community Development Department budget for contractual services (10-412-5252-00). No change to the budget is requested.

REQUESTED ACTION:

Recommendation to award a five-year professional services agreement to Telecom Law Firm, P.C. for wireless communications professional consulting services in an amount not to exceed \$150,000.

ATTACHMENTS:

Attachment A: Professional Services Agreement



CITY of CALABASAS

PROFESSIONAL SERVICES AGREEMENT

CONTRACT SUMMARY

Name of Contractor:	Telecom Law Firm, P.C.
City Department in charge of Contract:	Community Development Department
Contact Person for City Department:	Michael Klein, Community Development Director
Period of Performance for Contract:	October 24, 2023 – October 24, 2028
Not to Exceed Amount of Contract:	\$150,000.00
Scope of Work for Contract:	Wireless Communications Professional Consulting Services.

Insurance Requirements for Contract:

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

If yes, please provide coverage amounts:

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

If yes, please provide coverage amounts:

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

If yes, please provide coverage amounts:

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

Proper documentation is required and must be attached.

Initials: (City) _____ (Contractor) _____

PROFESSIONAL SERVICES AGREEMENT
(Telecom Law Firm, P.C.)

1. IDENTIFICATION

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into by and between the City of Calabasas, a California municipal corporation (“City”), and Telecom Law Firm, P.C., 2708 Wilshire Boulevard Suite 330, Los Angeles, California 90403, a California Corporation (“Consultant”). Each is a “Party” to this Agreement, and collectively they are the “Parties” to this Agreement.

2. RECITALS

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

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

3. DEFINITIONS

- 3.1 “Scope of Services”: Such professional services as are set forth in Consultant’s proposal to City attached hereto as Exhibit A and incorporated herein by this reference.
- 3.2 “Approved Fee Schedule”: Such compensation rates as are set forth in Consultant’s fee schedule to City attached hereto as Exhibit B and incorporated herein by this reference.
- 3.3 “Commencement Date”: **October 24, 2023.**
- 3.4 “Expiration Date”: **October 24, 2028.**

4. TERM

The term of this Agreement shall commence at 12:00 a.m. on the Commencement Date and shall expire at 11:59 p.m. on the Expiration Date unless extended by written agreement of

the parties or terminated earlier in accordance with Section 17 (“Termination”) below.

CONSULTANT’S SERVICES

- 5.1 Consultant shall perform the services identified in the Scope of Services. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement. In no event shall the total compensation and costs payable to Consultant under this Agreement exceed the sum of **One-Hundred and Fifty Thousand Dollars (\$150,000.00)** unless specifically approved in advance and in writing by City.
- 5.2 Consultant shall perform all work to the highest professional standards of Consultant’s profession and in a manner reasonably satisfactory to City. Consultant shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*).
- 5.3 During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement Date if both (i) such work would require Consultant to abstain from a decision under this Agreement pursuant to a conflict of interest statute and (ii) City has not consented in writing to Consultant’s performance of such work.
- 5.4 Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. **Dr. Jonathan L. Kramer** shall be Consultant’s project administrator and shall have direct responsibility for management of Consultant’s performance under this Agreement. No change shall be made in Consultant’s project administrator without City’s prior written consent.

5. COMPENSATION

- 6.1 City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept in full satisfaction for such services, payment in accordance with the Approved Fee Schedule.
- 6.2 Consultant shall submit to City an invoice, on a monthly basis or less frequently, for the services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period and the amount due. Within ten

business days of receipt of each invoice, City shall notify Consultant in writing of any disputed amounts included on the invoice. Within thirty calendar days of receipt of each invoice, City shall pay all undisputed amounts included on the invoice. City shall not withhold applicable taxes or other authorized deductions from payments made to Consultant.

- 6.3 Payments for any services requested by City and not included in the Scope of Services **attached at Exhibit "A"** shall be made to Consultant by City on a time-and-materials basis using Consultant's standard fee schedule **attached at Exhibit "B"**. Consultant shall be entitled to increase the fees in this fee schedule at such time as it increases its fees for its clients generally; provided, however, in no event shall Consultant be entitled to increase fees for services rendered before the thirtieth day after Consultant notifies City in writing of an increase in that fee schedule. Fees for such additional services shall be paid within sixty days of the date Consultant issues an invoice to City for such services.

6. OWNERSHIP OF WRITTEN PRODUCTS

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

7. RELATIONSHIP OF PARTIES

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

8. CONFIDENTIALITY

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

9. **INDEMNIFICATION**

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

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

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

10. INSURANCE

- 11.1 During the term of this Agreement, Consultant shall carry, maintain, and keep in full force and effect insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with Consultant's performance of this Agreement. Such insurance shall be of the types and in the amounts as set forth below:
- 11.1.1 Comprehensive General Liability Insurance with coverage limits of not less than One Million Dollars (\$1,000,000) including products and operations hazard, contractual insurance, broad form property damage, independent consultants, personal injury, underground hazard, and explosion and collapse hazard where applicable.
 - 11.1.2 Automobile Liability Insurance for vehicles used in connection with the performance of this Agreement with minimum limits of Two Million Dollars (\$2,000,000) combined single limit.
 - 11.1.3 Worker's Compensation insurance as required by the laws of the State of California.
- 11.2 Consultant shall require each of its subcontractors to maintain insurance coverage that meets all of the requirements of this Agreement.
- 11.3 The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A:VII in the latest edition of Best's Insurance Guide.
- 11.4 Consultant agrees that if it does not keep the aforesaid insurance in full force and effect, City may either (i) immediately terminate this Agreement; or (ii) take out the necessary insurance and pay, at Consultant's expense, the premium thereon.

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

11. MUTUAL COOPERATION

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

12. RECORDS AND INSPECTIONS

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

13. PERMITS AND APPROVALS

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

14. NOTICES

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

If to City

City of Calabasas
Attn: **Michael Klein**
100 Civic Center Way
Calabasas, CA 91302

If to Consultant:

Telecom Law Firm, P.C.
Attn: **CLIENT NOTICES**
3570 Camino del Rio N. Suite 102
San Diego, CA 92108

With courtesy copy to:

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

15. SURVIVING COVENANTS

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

16. TERMINATION

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

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

18. GENERAL PROVISIONS

18.1 Consultant shall not delegate, transfer, subcontract or assign its duties or rights

Initials: (City) _____ (Contractor) _____

hereunder, either in whole or in part, without City's prior written consent, and any attempt to do so shall be void and of no effect. Neither Party shall be obligated or liable under this Agreement to any party other than the identified Parties.

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

- 18.6 Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance of the exercise by any Party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such Party of any of all of such other rights, powers or remedies. In the event legal action shall be necessary to enforce any term, covenant or condition herein contained, the Party or Parties prevailing in such action, whether reduced to judgment or not, shall be entitled to its reasonable court costs, including accountants' fees, if any, and attorneys' fees expended in such action. The venue for any litigation shall be Los Angeles County, California.
- 18.7 If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to, the extent necessary to cure such invalidity or unenforceability, and in its amended form shall be enforceable. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
- 18.8 This Agreement shall be governed and construed in accordance with the laws of the State of California.
- 18.9 All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between City and Consultant with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed by City and Consultant.
- 18.10 In consideration of this agreement, consultant (or artist(s), or performer(s) grants to City and its officers and employees, the right to film, through photography, video, or other media, the performance(s) contemplated under this agreement. The City is authorized to use of the performer(s) name(s) and/or Artist approved photographs. The City is also authorized, without limitation, to broadcast or re-broadcast the performance(s) on City CTV, through the City's website, news media, or through other forms of media (e.g. streaming).

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

“City”
City of Calabasas

“Consultant”
Telecom Law Firm, P.C.

By: _____
David J. Shapiro,
Mayor

By: _____
Dr. Jonathan L. Kramer
President and Secretary

Date: _____

Date: _____

By: _____
Michael Klein
Community Development Director

Date: _____

Attest:

By: _____
Maricela Hernandez, MMC, CPMC
City Clerk

Date: _____

Approved as to form:

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

Date: _____

EXHIBIT A SCOPE OF WORK

Under the direction of the City, provide advice to City representatives concerning applications for telecommunications facilities as follows:

Wireless Siting Application Reviews:

A. **Application Reviews:** At the City's request, Consultant will review wireless siting applications tendered to the City, and provide the City with a written analysis (each a "Memorandum").

B. **Memorandum Content:** Each Memorandum will evaluate the following:

- i. application completeness;
- ii. actual or planned compliance with federal radio frequency exposure guidelines established by the Federal Communications Commission; and
- iii. any technical or regulatory issues pertaining to wireless facilities siting specifically requested by the City.

C. **Evaluations:** Depending on the nature of the particular proposal, the Memorandum may evaluate any or all of the following:

- i. applicability and/or compliance with applicable federal and state regulations for wireless facilities siting;
- ii. whether the application involves a "significant gap" in the applicant's service;
- iii. whether the applicant proposes the "least intrusive means" to achieve the applicant's stated technical objectives;
- iv. compliance with applicable municipal code regulations;
- v. potential feasibility review of alternative locations and/or designs provided in the application; and/or
- vi. any other issues that Consultant, in its experience and opinion, believes to be relevant or helpful in the City's review.

D. **Memorandum Revision:** At City's option, Consultant shall prepare one revision or follow-up to the Memorandum.

E. **Reasonable Consultation Time:** Consultant will provide reasonable consultation time, not to exceed 1.5 hours per project, on the telephone and through e-mail with the City and, if requested by the City or as Consultant's deems necessary the applicant, on matters related to the wireless siting application.

Initials: (City) _____ (Contractor) _____

F. **Attendance at Meetings.**

At the City's request, and subject to Consultant's prior scheduling, Consultant will attend meetings at City Hall or any project site as requested by City.

(End of Exhibit "A")

Initials: (City)_____ (Contractor)_____

EXHIBIT B
APPROVED FEE SCHEDULE

1. **Flat Fees:** Consultant shall perform all services described in Exhibit A, Section I, Subsection A through E, for a flat fee of \$2,643.00 per project. Project hours are not tracked by Consultant for any flat fee project.

2. **Hourly Fees:** Consultant shall perform all services described in Exhibit A, Section F, and all other services not described in Exhibit A but requested by the City and within Consultant's expertise as accepted by Consultant, on an hourly fee basis as follows:

<u>Personnel</u>	<u>Rate</u>
Per Partner or Senor Project Manager	\$370
Per Associate/Of Counsel or Project Manager	\$303
Per Paralegal or Senior Project Assistant	\$168
Per Clerical Administrative Assistant or Project Assistant	\$ 99

All hourly fees are billed in 0.1 hour (6 minute) increments rounded up to the nearest 0.1 hour.

3. **Travel Time/Mileage:** Travel time is billed portal to portal. No mileage charge is billed.

4. **Expenses:** City will reimburse Consultant for all ordinary costs and expenses reasonably incurred by Consultant in performance of the services provided by Consultant to City pursuant to this Agreement. All reimbursements shall be limited to the actual cost, with no overhead.

5. **Annual Adjustment:** If the parties agree to extend this Agreement, the flat fees and hourly fees set out in this Exhibit "B" all automatically escalate by four percent (4%) on each anniversary of this Agreement.

(End of Exhibit "B")

Waiver of Bid Requirement
(City of Calabasas and Telecom Law Firm)

In accordance with the Calabasas Municipal Code, Section 3.40.090 – Sole-source purchasing, Telecom Law Firm, P.C. 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:

Professional Consulting Services focused on wireless telecommunication zoning regulations within Federal and State legal authorities and parameters. Telecom Law Firm provides a unique combination of legal and engineering proficiencies and capabilities sufficient to meet the City’s complicated wireless facility zoning ordinance.

“City”
City of Calabasas

By: _____
Michael Klein
Community Development Director

By: _____
Kindon Meik
City Manager

Date: _____

Date: _____



CITY of CALABASAS

CITY COUNCIL AGENDA REPORT

DATE: **SEPTEMBER 8, 2023**

TO: **HONORABLE MAYOR AND COUNCILMEMBERS**

FROM: **PHILIP LANZAFAME, INTERIM PUBLIC WORKS DIRECTOR**

SUBJECT: **RECOMMENDATION TO APPROVE A 9-MONTH AGREEMENT WITH ALL CITY MANAGEMENT SERVICES, INC. FOR CROSSING GUARD SERVICES AT LOCAL SCHOOLS IN AN AMOUNT NOT TO EXCEED \$160,073**

MEETING
DATE: **SEPTEMBER 27, 2023**

SUMMARY RECOMMENDATION:

Recommendation to approve a 9-month agreement with All City Management Services, Inc. for crossing guard services at Calabasas local schools for an amount not to exceed \$160,073 and issue a Request for Proposals for services to begin upon expiration of the subject agreement in July, 2024.

BACKGROUND:

Walking or biking to school has long been recognized as a healthy way to add to a student’s daily physical activity and improve overall health. Many school districts, cities or counties establish crossing guard programs as a means to protect students walking or biking on routes to school. Funding for programs can come from a district that runs its own program, a city or county run program, or a combination of resources; it is not uncommon for a larger agency (city or county) to operate a program with the district(s) paying a fee for services provided.

In 1992, the City of Calabasas entered into an agreement with All Cities Management Services, Inc. (“ACMS”) to provide crossing guard services at one

intersection near Bay Laurel Elementary School. The agreement provided an hourly rate for crossing guards and did not have an end date per se; "Service for each subsequent fiscal year shall be continued on the basis of funds appropriated by the CITY in the budgetary process..." Each year, the budget included a line-item for crossing guards and following Council's approval of that item, the agreement was "extended" for another fiscal year. As a long-standing process, ACMS coordinated the extension with the former Public Works Director beginning in the spring of each year.

This current spring and unknown to ACMS, the former Public Works Director retired just around the time the contract renewal was to be coordinated. Unfortunately, ACMS sent all email correspondence to the former Director which went unanswered as he had already retired. Recently, staff was made aware of the lapse in this year's contract and arranged for an extension through September 30, 2023.

DISCUSSION/ANALYSIS:

Calabasas is not alone in providing crossing guard services for their resident students and respective districts. All our neighboring cities provide similar crossing guard services on behalf of their school districts including programs in Agoura Hills, Hidden Hills, Oak Park, Simi Valley, Thousand Oaks and Westlake Village. With the exception of Thousand Oaks and Simi Valley that have crossing guards on staff, all others contract with ACMS for the city-funded programs; Oak Park initially funds the program and is reimbursed by Ventura County for the service.

The original 1992 contract provided for one guard and one supervisor at a single intersection near Bay Laurel Elementary School. The total compensation for the first year was \$6,793. The service has since grown to 10 guards among six schools at an estimated annual cost of approximately \$185,000.

At the time of the original agreement, it made sense to simply extend the contract on an annual basis in coordination with the City's budget. The City Council approved funding for this contract in the current year budget, at which point the contract would typically be extended. However, given the historic amount of the total contract, the annual expenditure and the length of term for one contractor, today's best management practices would suggest bringing the contract to the City Council for approval and ratification, in addition to their line item approval in the budget.

In the spirit of implementing best practice and given the amount of the agreement, staff is presenting for City Council approval an agreement for crossing guard services covering 9 months from October 1, 2023 to June 30, 2024.

Similarly, given the amount of time the City has contracted with one vendor, it is also appropriate to reassess the market by issuing a new Request for Proposals (RFP) to provide crossing guard services. This does not reflect on the quality of service we have received up to this point from ACMS, nor does it indicate the terms of recent contracts are not fair and reasonable. Rather, it is common practice for cities and agencies to “go out” after a period of time to ensure the community is making the best arrangements available for a particular service. It allows the City and the vendor to reconfirm their commitment to each other under terms that are appropriate to today’s circumstances and conditions. For these reasons, staff recommends issuing a RFP to provide crossing guard services for the next fiscal year. This can be accomplished during the next nine months in order to have a new contract ready for Council consideration and implementation once the current arrangement expires without a disruption of service.

FISCAL IMPACT/SOURCE OF FUNDING:

The funding for this service is currently available and has already been appropriated with the Citywide budget approval. The service will be funded out of the following general fund account:

Crossing Guard	10-334-5252-70
----------------	----------------

REQUESTED ACTION:

It is recommended that the City Council approve a 9-month agreement with All City Management Services for crossing guard services at Calabasas local schools in an amount not to exceed \$160,073. It is further recommended that Council authorize staff to issue a Request for Proposals for services, which services would begin upon expiration of the subject agreement in July, 2024.

ATTACHMENTS:

Attachment A: Agreement for Crossing Guard Services

ITEM 4 ATTACHMENT A



AGREEMENT FOR CROSSING GUARD SERVICES

This AGREEMENT FOR CROSSING GUARD SERVICES (the “Agreement”) is dated August 31, 2023 and is between the CITY OF CALABASAS (hereinafter called the "City"), and ALL CITY MANAGEMENT SERVICES, INC., a California corporation (hereinafter called the "Contractor").

WITNESSETH

The parties hereto have mutually covenanted and agreed as follows:

1. This Agreement is for a term which commences on or about October 1, 2023 and ends on June 30, 2024 and for such term thereafter as the parties may agree upon.
2. The Contractor will provide personnel equipped and trained in appropriate procedures for crossing pedestrians in marked crosswalks. Such personnel shall be herein referred to as a “Crossing Guard”. Contractor will perform criminal background checks and confirm employment eligibility through E-Verify on all prospective personnel. The Contractor is an independent contractor and the Crossing Guards to be furnished by it shall at all times be its employees and not those of the City.
3. The City’s representative in dealing with the Contractor shall be designated by City of Calabasas.
4. The City shall determine the locations where Crossing Guards shall be furnished by the Contractor. The Contractor shall provide at each designated location personnel properly trained as herein specified for the performance of duties as a Crossing Guard. The Contractor shall provide supervisory personnel to see that Crossing Guard activities are taking place at the required places and times, and in accordance with the terms of this Agreement.
5. The Contractor shall maintain adequate reserve personnel to be able to furnish alternate Crossing Guards in the event that any person fails to report for work at the assigned time and location and agrees to provide immediate replacement.
6. In the performance of its duties the Contractor and all employees of the Contractor shall conduct themselves in accordance with the conditions of this Agreement and all applicable laws of the state in which the Services are to be performed.
7. Persons provided by the Contractor as Crossing Guards shall be trained in all applicable laws of the state in which the Services are to be performed pertaining to general pedestrian safety in school crossing areas.
8. Crossing Guard Services (the “Services”) shall be provided by the Contractor at the designated locations on all days in which school is in session in the area under City’s jurisdiction. The Contractor also agrees to maintain communication with the designated schools to maintain proper scheduling.

9. The Contractor shall provide all Crossing Guards with apparel by which they are readily visible and easily recognized as Crossing Guards. Such apparel shall be uniform for all persons performing the duties of Crossing Guards and shall be worn at all times while performing said duties. This apparel must be appropriate for weather conditions. The Contractor shall also provide all Crossing Guards with hand-held Stop signs and any other safety equipment which may be necessary.
10. The Contractor shall at all times provide workers' compensation insurance covering its employees and shall provide and maintain liability insurance for Crossing Guard activities. The Contractor will provide to the City a Certificate of Insurance naming the City and its officials, officers and employees as additional insureds. Such insurance shall include commercial general liability with a combined single limit of not less than \$1,000,000.00 per occurrence and in aggregate for property damage and bodily injury. Such insurance shall be primary with respect to any insurance maintained by the City and shall not call on the City's insurance contributions. Such insurance shall be endorsed for contractual liability and personal injury and shall include the City, its officers, agents and interest of the City. Such insurance shall not be canceled, reduced in coverage or limits or non-renewed except after thirty (30) days written notice has been given to the City.
11. Contractor agrees to defend, indemnify and hold harmless the City, its officers, employees, agents and representatives, from and against any and all actions, claims for damages to persons or property, penalties, obligations or liabilities (each a "Claim" and collectively, the "Claims") that may be asserted or claimed by any person, firm, entity, corporation, political subdivision or other organization arising out of the sole negligent acts or omissions, or willful misconduct, of Contractor, its agents, employees, subcontractors, representatives or invitees.
 - a) Contractor will defend any action or actions filed in connection with any of said claims, damages, penalties, obligations or liabilities and will pay all costs and expenses including attorney's fees incurred in connection herewith.
 - b) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising out of or in connection with the sole negligence of Contractor hereunder, Contractor agrees to pay City, its officers, agents, or employees, any and all costs and expenses incurred by the City, its officers agents or employees in such action or proceeding, including, but not limited to, reasonable attorney's fees.
 - c) In the event that a court determines that liability for any Claim was caused or contributed to by the negligent act or omission or the willful misconduct of City, liability will be apportioned between Contractor and City based upon the parties' respective degrees of culpability, as determined by the court, and Contractor's duty to indemnify City will be limited accordingly.
 - d) Notwithstanding anything to the contrary contained herein, Contractor's indemnification obligation to City for Claims under this Agreement will be limited to the maximum combined aggregate of Contractor's general liability and umbrella insurance policies in the amount of \$9,000,000 (Nine Million Dollars).
12. Either party shall have the right to terminate this Agreement by giving sixty (60) days written notice to the other party.

13. The Contractor shall not have the right to assign this Agreement to any other person or entity except with the prior written consent of the City.
14. The City agrees to pay the Contractor for the Services rendered pursuant to this Agreement the sum of Thirty-three Dollars and Eighty-six Cents (**\$33.86**) per hour, per Crossing Guard during the term. Based on a minimum of ten (10) sites and a projected (4,727.50) hours of service the cost shall not exceed One Hundred Sixty Thousand, Seventy-three Dollars (\$160,073.00) per year, unless Contractor fails to perform service.
15. Payment is due within thirty (30) days of receipt of Contractor's properly prepared invoice.
16. Contractor may request a price increase during the term as a result of any legally-mandated increases in wages or benefits imposed in the state or municipality in which the Services are to be performed and to which Contractor's employees would be subject. Contractor shall provide City with 60 days-notice of its request to increase pricing. City agrees to review and respond to said notice within 30 days of receipt.
17. The City shall have an option to renew this Agreement. In the event this Agreement is extended beyond the end of the term set forth above, the compensation and terms for the Services shall be established by mutual consent of both parties.
18. This Agreement constitutes the complete and exclusive statement of the agreement among the parties with respect to the subject matter hereof and supersedes all prior written or oral statements among the parties, including any prior statements, warranties, or representations. This Agreement is binding upon and will inure to the benefit of the parties hereto and their respective heirs, administrators, executors, successors, and assigns. Each party hereto agrees that this Agreement will be governed by the law of the state in which the Services are to be performed, without regard to its conflicts of law provisions. Any amendments, modifications, or alterations to this Agreement must be in writing and signed by all parties. There will be no presumption against any party on the ground that such party was responsible for preparing this Agreement or any part of it. Each provision of this Agreement is severable from the other provisions. If any provision of this Agreement is declared invalid or contrary to existing law, the inoperability of that provision will have no effect on the remaining provisions of the Agreement which will continue in full force and effect.

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year written below.

CITY

CONTRACTOR

City of Calabasas

All City Management Services, Inc.

By _____
Signature

By _____
D. Farwell, Corporate Secretary

Print Name and Title

Date _____

Date _____



CITY of CALABASAS
CITY COUNCIL AGENDA REPORT

DATE: SEPTEMBER 14, 2023

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: MICHAEL KLEIN, COMMUNITY DEVELOPMENT DIRECTOR, AICP

SUBJECT: CONSIDER ADOPTION OF RESOLUTION NO. 2023-1868, AUTHORIZING ACCEPTANCE OF UP TO \$125,000 IN GRANT FUNDING FROM THE CALIFORNIA DEPARTMENT OF CANNABIS CONTROL

MEETING DATE: SEPTEMBER 27, 2023

SUMMARY RECOMMENDATION:

That the City Council consider adoption of Resolution No. 2023-1868, authorizing acceptance of up to \$125,000 in grant funding from the California Department of Cannabis Control, to be used for the development of a retail cannabis program.

BACKGROUND:

Earlier this year The Department of Cannabis Control (DCC) announced the availability of \$20 million in grant funding for the Cannabis Local Jurisdiction Retail Access Grant. This program provides funding to local governments to support the development and implementation of a local cannabis retailer licensing program. The grant funding is available to local jurisdictions that do not currently have a cannabis retail licensing program, and have a plan to develop a retail licensing program.

DISCUSSION/ANALYSIS:

In February of 2023, the City Council discussed options available to the City to permit retail cannabis. The Council directed staff to work with a consultant to conduct a citywide survey of the community’s preference for such uses. The funds from this grant can be used to conduct stakeholder outreach and community engagement, and future activities if directed by the Council. Acceptance of the grant does not commit the City to development of a retail cannabis program.

FISCAL IMPACT/SOURCE OF FUNDING:

There is no fiscal impact from acceptance of the awarded grant.

REQUESTED ACTION:

Adopt Resolution No. 2023-1868, authorizing acceptance of up to \$125,000 in grant funding from the California Department of Cannabis Control.

ATTACHMENTS:

- Attachment A: Resolution No. 2023-1868
- Attachment B: Retail Access Grant Program Guidelines

RESOLUTION NO. 2023-1868

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CALABASAS, CALIFORNIA, AUTHORIZING STATE OF CALIFORNIA LOCAL JURISDICTION CANNABIS RETAIL ACCESS GRANT PROGRAM FUNDING.

The City Council finds that:

WHEREAS, the California Legislature has appropriated funds for award by the California Department of Cannabis Control to eligible local jurisdictions to develop and implement a cannabis retailer licensing program; and

WHEREAS, the City Council has a plan to develop and implement a program to issue permits to commercial cannabis retail businesses; and

WHEREAS, the City Council has determined that it will use grant funds from the Department of Cannabis Control to establish a local cannabis retailer licensing program as described in its application for grant funds.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CALABASAS RESOLVES AS FOLLOWS:

SECTION 1. The City Manager of the City of Calabasas is authorized to execute by electronic signature on behalf of the City Council the grant agreement with the Department of Cannabis Control, including any extensions or amendments thereof and any subsequent grant agreement with Department of Cannabis Control in relation thereto.

SECTION 2. The City Council agrees to abide by the terms and conditions of the Grant Agreement as set forth by the Department of Cannabis Control.

PASSED, APPROVED AND ADOPTED this 27th day of September 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



Department of
Cannabis Control
CALIFORNIA

Cannabis Local Jurisdiction Retail Access Grant Program

Phase I Grant Guidelines
August 2023



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I. Grant Overview

The Department of Cannabis Control (DCC) announces the availability of \$10 million in grant funding for Phase I of the Cannabis Local Jurisdiction Retail Access Grant. This program provides funding to local governments to support the development and implementation of a local cannabis retailer licensing program.

Available funding: \$10 million

Question submission deadline: February 24, 2023

Application deadline: April 28, 2023, 5 p.m.

Eligible applicants: Local jurisdictions (city, county, or city and county) that:

- Do not currently have a cannabis retail licensing program
- Have a plan to develop and implement a cannabis retail licensing program

The Medicinal and Adult-Use Cannabis Regulation and Safety Act (MAUCRSA) establishes a dual regulatory structure for cannabis businesses: A person who wishes to engage in commercial cannabis activity is subject to regulation at both the state and local levels.

As of February 1, 2023, 327 cities and counties (61%) in California do not allow establishment of any cannabis retailers, whether storefront or non-storefront (delivery), within their jurisdiction.

This grant program aims to provide consumers with reliable access to regulated, tested cannabis in the legal market, and reduce demand in the illicit market. By supporting local governments in establishing cannabis retail licensing programs, this grant also seeks to reduce the size of the illicit market and establish sufficient cannabis retail stores statewide to meet existing consumer demand.

The grant program is authorized by the Budget Act of 2022, Item 1115-102-0001, found in [Assembly Bill 178 \(Ting, 2022\)](#).

Funding Opportunity

Phase I of this grant program will provide up to \$10 million in funding for local jurisdictions to develop and implement a local cannabis retailer licensing program. Additional funding will be available to eligible local jurisdictions in Phase II of the Grant Program.

Grant program funds are available for expenditure until June 30, 2026.

Timeline

Event	Date*
Original Grant Guidelines and Application Instructions Published	February 14, 2023
Questions and Answers Period Opens	February 14, 2023
Questions and Answers Period Due Date <ul style="list-style-type: none"> • Questions about the grant program must be submitted by 5 p.m. on this date. • Questions must be submitted by email to grants@cannabis.ca.gov. 	February 24, 2023
Questions and Answers Posted <ul style="list-style-type: none"> • DCC will post answers to questions submitted during the Questions and Answers Period. 	March 10, 2023
Phase I Application Submission Period Opens <ul style="list-style-type: none"> • Applications will be accepted beginning at 8:00 a.m. on this date. 	March 10, 2023
Phase I Last Day to Submit Applications <ul style="list-style-type: none"> • Grant applicants must submit applications by 5 p.m. on this date. • Technical assistance will be available until 4:00 p.m. on this date. 	April 28, 2023
Phase I Grant Award Notification	June 2023
Grant Guidelines Amended to Phase I Grant Guidelines	August, 2023
Last Day for Grant Funding Expenditures	June 30, 2026

**Dates are tentative and subject to change.*

Questions and Answers Process

Questions regarding the grant program requirements and application will be accepted from February 14, 2023, until February 24, 2023, at 5 p.m. Questions must be emailed to grants@cannabis.ca.gov.

Answers to questions received by the deadline will be published on DCC's [Local Jurisdiction Retail Access Grant Program webpage](#) on March 10, 2023. DCC may group similar or related questions together or reword questions for clarity. The posted Questions and Answers are subject to updates. It is the inquirer's responsibility to check the webpage for the latest information; individual responses will not be sent.

II. Grant Program Requirements

Eligible Applicants

Grant funds are available only to eligible local jurisdictions (city, county, or city and county) located in California. A local jurisdiction is eligible if, as of February 14, 2023, it:

- Does **not** have a local cannabis retailer licensing program
- Has a plan to develop and implement a program to issue permits to cannabis retail businesses that establish within its jurisdiction

A jurisdiction that has already begun development of a cannabis retailer licensing program may be eligible if it:

- Has not yet begun accepting permit applications for cannabis retailers
- Has not yet published permit application forms
- Has not yet permitted any cannabis retailers within their jurisdiction

A note on cities and counties

For purposes of cannabis regulation in California, cities and counties are regarded as separate local jurisdictions (except for San Francisco, which is both a city and county). A county is the local authority for businesses within the unincorporated areas of the county. An incorporated city is the local authority for businesses within its boundaries.

A county is eligible for the grant program if it meets the criteria for eligibility described above, even if there are incorporated cities within that county that already permit cannabis retailers. Conversely, an incorporated city is eligible for the grant program if it meets the eligibility criteria above, even if it is located within a county that already permits cannabis retailers.

Examples of eligible local jurisdictions

- A local jurisdiction that currently prohibits all commercial cannabis activity but has a plan to develop and implement a program to issue permits to commercial cannabis retail businesses within its jurisdiction.
- A local jurisdiction that has passed a law to allow retail cannabis businesses but has not yet begun accepting permit application forms.
- A county that currently prohibits the establishment of cannabis retailers within the unincorporated area of the county, even if incorporated cities within that county already permit cannabis retailers.
- A city that currently prohibits the establishment of cannabis retailers within its boundaries, even if that city is located within a county that already permits cannabis retailers.

Examples of ineligible local jurisdictions

- A local jurisdiction that already has a program to permit cannabis retail businesses and has begun accepting applications or has already issued retail licenses.
- A local jurisdiction that prohibits cannabis activity and has no plan to develop and implement a program to issue permits to retail businesses within their jurisdiction.
- A local jurisdiction that allows cannabis activity and has already issued retail licenses.
- A local jurisdiction that only plans to permit cannabis retailers to deliver from an outside jurisdiction and does not intend to allow the establishment of cannabis retailers within the jurisdiction

Phase I Funding

During Phase I, an eligible local jurisdiction may receive initial funding to support its development and implementation of a local cannabis retailer licensing program.

Available Funding: Up to \$10 million in total funding is available for Phase I. An eligible jurisdiction may receive funding up to the maximum amounts listed in Table A, based on the local jurisdiction’s population as determined by the California Department of Finance’s 2022 Population Estimates for Cities, Counties, and the State¹.

Additional funding will be awarded to local jurisdictions that include a proposal to issue retail licenses to qualified local equity businesses. This funding will be paid with the second disbursement, after the jurisdiction has established a program with explicit provisions to issue licenses to qualified equity retail businesses.

Funding Disbursement: Phase I funding will be disbursed in two payments:

- **1st Payment:** The first disbursement of funds will comprise 80% of the initial award and will be distributed upon execution of the Grant Agreement.
- **2nd Payment:** The second disbursement of funds will comprise the remaining 20% of the initial award and will be distributed after the jurisdiction has established the cannabis retail licensing program.

¹ State of California, Department of Finance, [*E-1 Population Estimates for Cities, Counties and the State with Annual Percent Change – January 1, 2021 and 2022*](#), Sacramento, California, May 2022. Note: County populations will be determined by counting only the population in the unincorporated areas of the county, denoted on the spreadsheet as “Balance of County,” under each respective county name.

Table A: Maximum Funding Amounts During Phase I

Population	1 st Payment (80%)	2 nd Payment (20%)	Total Phase I Funding	Phase I Equity Bonus
0-14,999	\$80,000	\$20,000	\$100,000	\$15,000
15,000-29,999	\$100,000	\$25,000	\$125,000	\$30,000
30,000-44,999	\$120,000	\$30,000	\$150,000	\$45,000
45,000-59,999	\$140,000	\$35,000	\$175,000	\$60,000
60,000-74,999	\$160,000	\$40,000	\$200,000	\$75,000
75,000-89,999	\$180,000	\$45,000	\$225,000	\$90,000
90,000-104,999	\$200,000	\$50,000	\$250,000	\$105,000
105,000-119,999	\$220,000	\$55,000	\$275,000	\$120,000
120,000-134,999	\$240,000	\$60,000	\$300,000	\$135,000
135,000+	\$260,000	\$65,000	\$325,000	\$150,000

Example Fund Disbursement

An eligible local jurisdiction with a population of 80,000 could be granted **\$225,000** in Phase I (disbursed in two payments of \$180,000 and \$45,000) and may receive an additional **\$90,000** in equity bonus funding if they establish a program to issue cannabis retailer licenses to equity applicants.

Eligible and Ineligible Uses of Funds

Eligible Uses and Costs

Local jurisdictions must use funding to support the development and implementation of a cannabis licensing program, or for programs or initiatives that directly support cannabis equity businesses.

Eligible costs include, but are not limited, to the following:

- Salaries and benefits for local government staff directly involved in the development or implementation of the cannabis retailer licensing program
- Expenses to develop or implement application processes for cannabis retailer licenses, including software costs
- Expenses to conduct stakeholder outreach or community engagement to inform the development of the cannabis retailer licensing program
- Local government staff costs or other professional preparation of CEQA-compliant environmental documents for cannabis retailers
- Technical support for applicants and licensees
- Other uses that further the intent of the program, as determined by DCC

Additional grant funding provided in Phase I for adoption of an equity program **must be used for the benefit of the cannabis equity program or cannabis equity businesses**. Eligible uses for equity bonus funding include:

- Fee waivers, tax relief, or similar direct-financial assistance for equity applicants and licensees

- Development of infrastructure to support and/or prioritize equity applicants in the permitting process
- Technical assistance for equity applicants or licensees, including, but not limited to:
 - State or local license application assistance
 - Assistance with regulatory compliance
- Other uses that support the success of equity applicants or licensees, as determined by DCC

Ineligible Uses and Costs

The following activities, products or costs are ineligible uses under the grant program and will not be allowed:

- Local government costs or initiatives unrelated to the development or implementation of the cannabis retailer licensing program
- Costs or fees related to litigation
- Payment of fines or other penalties incurred for violations of environmental laws and regulations, or related to unlicensed commercial cannabis activity
- Costs incurred outside of the grant funding expenditure period
- Acquisitions where the purchase price is greater than the appraised value
- Other prohibited uses, as determined by DCC



III. Application Process

Application Requirements

Grant applicants must submit a complete application to DCC, which includes:

- Application Cover Sheet (DCC-2625)
- Attachment A – Permitting Plan (DCC-2626)
- Attachment B – Budget Plan (DCC-2627)

Application Cover Sheet

The Application Cover Sheet (DCC-2625) describes basic information about the local jurisdiction, including the applicant information, grant funds requested, the jurisdiction’s current program status, and any adopted local cannabis laws.

Attachment A – Permitting Plan

The Permitting Plan (DCC-2626) describes the jurisdiction’s plan to establish a cannabis retailer licensing program. The plan must include timelines for program adoption, which will be used to assess whether the jurisdiction has made measurable progress toward permitting cannabis retail businesses, as required by the Budget Act of 2022. The permitting plan also describes the jurisdiction’s eligibility for priority review.

Jurisdictions applying for funding in connection with proposals to assist equity applicants must also complete the Equity Program Plan section of the form, which describes the local government’s plan to adopt a program that prioritizes and/or facilitates the issuance of licenses to qualified equity businesses. In establishing this program, the jurisdiction may adopt the state’s definition of “qualified equity applicant or licensee” ([CCR Title 4, §15014.1\(a\)](#)).

If selected for a grant award, Attachment A will be incorporated into the Grant Agreement as the Scope of Work.

Attachment B – Budget Plan

The Budget Plan (DCC-2627) estimates how Phase I funding will be used to support the creation of the local cannabis retailer licensing program and issuance of retail licenses. Detailed explanations and justifications for all proposed expenditures are required.

All grant program expenditures must be for activities, products, and costs that have been included in an approved Application proposal and Budget. Upon execution of the grant agreement, eligible expenses incurred within the Grant Term (July 1, 2023 - June 30, 2026) may be included as activities to be funded by this award.

No expenses can be incurred after June 30, 2026.

Application Submission Process

Applications must be submitted to grants@cannabis.ca.gov by 5 p.m. on April 28, 2023. Applicants must use the form templates provided by DCC.

Applicants may modify their application by withdrawing their application and resubmitting a new application. The withdrawal request must be submitted by the applicant and emailed to grants@cannabis.ca.gov. The new application must be received **before** the application deadline (5 p.m. on April 28, 2023) to be considered.

The grant applicant is responsible for all costs associated with developing the application or incurred in anticipation of award or the agreement. Grant applicants should carefully review their documents for errors and adherence to the application requirements. DCC is not responsible for any errors or defects in the submitted application, and applicants should not rely on DCC during the review process to discover and report to the applicant any such defects or errors.

Notice to Applicants: Materials submitted in response to a DCC grant program notice, and other materials submitted to DCC, may be subject to disclosure under the California Public Records Act (Government Code, 7920.000 et seq.).

Technical Assistance Available

Resources are available to assist local jurisdictions with understanding the grant program requirements and application process:

- Visit the [Local Jurisdiction Retail Access Grant Program webpage](#) for additional information about this grant program, including answers to questions submitted during the Q&A period.
- Contact the DCC Office of Grants Management at RetailAccessGrants@cannabis.ca.gov with any questions.

IV. Selection Process

Application Review

Grant applications will be screened for eligibility and completeness. Applications will be disqualified if they are:

- Submitted by an ineligible applicant
- Incomplete
- Received after the application deadline

DCC may request clarification regarding the submitted application, as needed, during the review process. Applicants will be notified if they do not meet the eligibility requirements and will be provided five business days to respond before a final determination of disqualification is made.

Application Processing Order

Eligible applications will be processed in the order that they are received, beginning with those that receive the highest number of priority review points and ending with those receiving no priority points (as described below), until funding is exhausted. Applications with six priority review points will be processed first, followed by applications with five priority review points, then four, and so on. Applications with no priority review points will be processed last.

If a grant applicant withdraws their application to make modifications and submits a new application, the date the new application is received by DCC will be used in determining the processing order.

Priority Funding

This grant program prioritizes funding to local jurisdictions that propose to assist cannabis equity businesses, address gaps in consumer access to safe and regulated cannabis, or plan to permit cannabis retailers through existing business permitting processes. To accomplish this, eligible applications will be awarded priority review points, as follows:

- Two (2) priority review points will be awarded to local jurisdictions whose proposed retail program contains provisions to assist equity applicants.
- Two (2) priority review points will be awarded to local jurisdictions in which consumption of cannabis and cannabis products in the county exceeds that county's proportional share of legal cannabis retailers.
- One (1) priority review point will be awarded to local jurisdictions whose proposed retail program will license cannabis retail businesses through the local jurisdiction's existing non-cannabis-business license process.

- One (1) priority review point will be awarded to local jurisdictions whose proposed retail program will license cannabis retail business projects only that are eligible for a categorical exemption under the California Environmental Quality Act (CEQA).

Priority Review Points: Equity Licensing Opportunities

DCC is committed to providing equity to communities harmed by past cannabis criminalization through local pathways to licensure and business success. Local jurisdictions that submit a plan to incorporate equity into their permitting process will be eligible for two (2) priority review points.

Additional funding will be awarded in both phases of this grant program for local governments that adopt equity programs and issue cannabis retailer licenses to equity businesses.

Priority Review Points: Consumption Exceeding Retail Share

This grant program aims to provide consumers with better access to regulated, tested cannabis and reducing the need for consumers to turn to the illicit market. To achieve this aim, priority review points will be allocated for areas of the state in which the proportion of licensed cannabis retail outlets is low compared to its share of consumer consumption, or in which no legal retailers are established (as shown in Appendix B).

Two (2) priority review points will be allocated to the following counties or cities located within the counties, where grant-eligible:

- Amador County
- Butte County
- Contra Costa County
- Fresno County
- Glenn County
- Kern County
- Lassen County
- Madera County
- Orange County
- Placer County
- San Benito County
- San Diego County
- San Joaquin County
- San Mateo County
- Santa Clara County
- Sutter County
- Tehama County
- Yuba County

Priority Review Points: Existing Business Licensing Pathways and CEQA Exemptions

The experience of local jurisdictions that have proactively regulated cannabis has shown that:

- Establishing cannabis-specific licensing programs can be resource and time intensive
- Utilizing existing permitting and review pathways can simplify cannabis permitting processes

To support local jurisdictions in expeditiously developing cannabis retailer licensing programs, one (1) priority review point will be awarded to jurisdictions that propose to license cannabis businesses through existing business permitting process already in existence for non-cannabis businesses.

Additionally, one (1) priority review point will be awarded to jurisdictions whose proposed retail program will license cannabis retail business projects only that are eligible for categorical exemption under the California Environmental Quality Act (CEQA).

Notification of Grant Award

DCC will announce grant awards in June 2023. Successful applicants will receive a Grant Award Notification and must enter into a Grant Agreement to receive funds.

V. Grant Implementation

Grant Agreement

Grant recipients must enter into a Grant Agreement which specifies terms and conditions relevant to the receipt and use of grant funding. The following items will be incorporated by reference into the Grant Agreement:

- The content of this solicitation and related terms and conditions (see Appendix C: Grant Agreement – Standard Terms and Conditions)
- The grant recipient’s submitted application materials, including any clarifications provided during the review process

Both DCC and the selected applicant must sign the Grant Agreement to execute it. An executed Grant Agreement must be in place before funding will be disbursed.

The term of the grant agreement will be July 1, 2023, to June 30, 2026.

Requirements Prior To Execution of Grant Agreement

Prior to the execution of the Grant Agreement, the local jurisdiction will be required to submit a resolution of its governing body (i.e., the county board of supervisors or city council) that commits the entity to:

- Comply with the requirements of the Grant Agreement
- Accept grant funds from DCC

The resolution may be written so as to allow for grant amendments without governing body approval. A sample resolution is included in Appendix D.

As an alternative to submitting a resolution of its governing body, the local jurisdiction may instead show that the governing body has previously authorized another decisionmaker within the local jurisdiction to make these commitments on behalf of the local jurisdiction. In this circumstance, the local jurisdiction must submit evidence of this authorization (for example, a local ordinance delegating authority to the relevant decisionmaker within the local jurisdiction), as well as a commitment from the relevant decisionmaker on behalf of the local jurisdiction.

Completion of Grant Agreement

Signed Grant Agreements, [Payee Data Form \(STD. 204\)](#), and approved governing board resolutions or authorizations must be returned to DCC no later than October 1, 2023. If these are not returned by the deadline, DCC, in its sole discretion, may withdraw the award and redirect funds to another eligible applicant, as needed.

Fund Disbursement

Phase I Fund Disbursement

DCC will distribute the first Phase I funds directly to a local jurisdiction after the award process is completed and the local jurisdiction has entered into the Grant Agreement. Payments will be made through the State Controller's Office.

Phase I funding will be disbursed in two payments:

- **1st Payment:** 80% of the initial award, distributed upon execution of the Grant Agreement
- **2nd Payment:** The remaining 20% of the initial award (including equity bonus funding, if eligible) distributed after the jurisdiction has established the cannabis retail licensing program

The grant recipient must notify DCC of its eligibility to receive the second payment by submitting the Payment Request Form (DCC-2630) and an updated budget expenditures report to RetailAccessGrants@cannabis.ca.gov, no later than October 31, 2025. If the second payment includes equity bonus funding, the jurisdiction must include an updated Budget Form detailing how the equity bonus funds will be spent.

Disbursement of Remaining Funds

Grant program funds not originally distributed, and funds recaptured by DCC, may be distributed to any eligible local jurisdiction, as determined by DCC.

Recapture of Funds

Any remaining amounts of funding allocated to local jurisdictions that are not expended by June 30, 2026, pursuant to each local jurisdiction's approved grant agreement by the Department of Cannabis Control, shall revert to, and be paid and deposited in, the General Fund, as prescribed in the Budget Act of 2022.

Expenditure Deadline

Awarded grant funds must be expended by June 30, 2026. All eligible expenses incurred by the recipient must be within the grant term of July 1, 2023, to June 30, 2026. Any funds that are not expended as of July 1, 2026, are returned to the Department of Cannabis Control, and shall revert back to the state's General Fund.

Reporting Requirements

Annual Progress Report

The Grantee must provide an Annual Progress Report for each year of grant expenditures. The Annual Progress Report:

- Describes grant program expenditures and activities occurring during the calendar year, and
- Must demonstrate that the grant program funds were expended for eligible uses and consistent with the activities identified in the Grant Agreement.

The progress report must be submitted using the Annual Progress Report (DCC-2628) template provided by DCC.

The Annual Progress Report must be submitted for any year in which grant program funds were expended, even if no funds remain by the submission due date. DCC may request additional updates during the grant term as needed to assess the validity of expenditures or progress towards milestones outlined in the Grant Agreement.

Table B: Annual Progress Report Submission Dates

Reporting Timeframe	Annual Report Deadline
July 1 – December 31, 2023	January 1, 2024
January 1 – December 31, 2024	January 1, 2025
January 1 – December 31, 2025	January 1, 2026
January 1 – June 30, 2026	December 1, 2026

Closeout Report

If the Grantee receives funding in Phase I but does not establish a local cannabis retailer licensing program by October 31, 2025, the Grantee must complete and submit a Closeout Report (DCC-2629).

The Closeout Report must include the following information:

- The status of cannabis retail within the jurisdiction
- A detailed description of the reason(s) the local jurisdiction did not establish a cannabis retailer licensing program

The Closeout Report must be submitted with the final Annual Progress Report form. The Grantee must provide a closeout report to DCC whether the grant term has expired or not, or the Grantee has expended the grant program funds before the end of the grant term.

Grantees that fail to establish a local cannabis retailer licensing program by October 31, 2025, must return any unused Phase I funds to DCC in a timely manner.

Grant Amendments

Requests to amend the Grant Agreement must be submitted by the Grantee in writing to RetailAccessGrants@cannabis.ca.gov using the Grant Amendment Form (DCC-2607).

Requests must include revised grant agreement exhibits and an explanation of reason for the requested change.

Accounting, Records and Audits

The Grantee must maintain records of receipts and expenditures of grant funds for a minimum of seven (7) years after the grant term end date, or final payment of any grant funds, whichever is later. Records are subject to audit by DCC, the California State Auditor, the California Department of Finance or relevant state auditing authorities.

Remedies of Non-Performance

DCC may recapture funds that have been disbursed to the Grantee in any of the following circumstances:

- Funds are not expended by the deadline established by DCC
- Funds are used for an ineligible purpose
- The use of funds does not align with the application materials submitted to DCC and incorporated into the Grant Agreement
- The Grantee fails to demonstrate progress toward establishing a cannabis retail licensing program, as measured by the plan and timeframes outlined in the application materials submitted to DCC and incorporated into the Grant Agreement.
- The Grantee is not in compliance with Item 1115-102-0001 of Section 2.00 of the Budget Act of 2022 or DCC's Grant Guidelines.

Grantees must notify DCC of any grant funds that have not been expended by the deadlines outlined in the Grant Agreement by emailing RetailAccessGrants@cannabis.ca.gov. DCC will reissue funds to other eligible applicants, where possible.

VI. Appendices

Appendix A: Definitions

The following terms used in this document are defined below, unless the context clearly indicates otherwise:

- a) “Eligible local jurisdiction” means a city or county that does not have a local cannabis retailer licensing program and that has a plan to develop and implement a program to issue permits to commercial cannabis retail businesses within the jurisdiction of the city or county.
- b) “Equity licensee” means a person who has applied for and been issued a license pursuant to a local cannabis retailer program and meets the definition of a local equity applicant or licensee established by that jurisdiction or the definition established by the Department of Cannabis Control for the fee waiver program described in Section 26249 of the Business and Professions Code.
- c) “Grant applicant” refers to either the local jurisdiction applying for funding under the grant program, or to a person authorized by the local jurisdiction to complete an application on behalf of the local jurisdiction (this is usually the primary contact listed on the application, but could also be the secondary contact, signature authority, consultant, or other authorized person).
- d) “Grantee” means a local jurisdiction that is the recipient of funds pursuant to the grant program.
- e) “Local equity applicant” means an applicant who has submitted, or will submit, an application to a local jurisdiction to engage in commercial cannabis activity within the jurisdictional boundaries of that jurisdiction and who meets the requirements of that jurisdiction’s local equity program.
- f) “Local cannabis retailer licensing program” means a local jurisdiction’s program to permit a person or entity to establish a commercial cannabis retail business within the jurisdictional boundaries of that jurisdiction.
- g) “Local jurisdiction” means a city, county, or city and county.

Appendix B: List of jurisdictions in which consumption of cannabis and cannabis products exceeds the county’s proportional share of legal cannabis retailers

The data below is an analysis to estimate cannabis consumption in California. This data reflects data from the Substance Abuse and Mental Health Services Administration’s (SAMHSA) National Survey on Drug Use and Health (NSDUH), population data from the United States Census Bureau and estimated cannabis use rates per capita.

The NSDUH reports past month usage (regular consumers) and past year usage (casual consumers) of cannabis. Consistent with previous state estimates, this analysis assumes regular consumers consume an average of 21 grams of cannabis flower or equivalent cannabis product per month; it assumes casual consumers consume an average of 3.5 grams per month. These values are conservative and may be higher than actual figures.

Based on this analysis, the average total consumption of cannabis and cannabis products per licensed cannabis retailer is approximately 2,359 pounds. The counties in orange and with an asterisk by their name are:

- Those in which consumption amount per licensed retailer is higher than the average, or
- Those in which no legal retailers exist and consumption is higher than the average.

In these counties, the number of licensed cannabis retailers are low compared to its share of consumer consumption, indicating that consumers in these areas would benefit from expanded access to licensed retail cannabis.

County	# of Licensed Cannabis Retailers Located in the County (As of January 1, 2023)	Total Consumption of Cannabis and Cannabis Products (in lbs.)	Total Consumption Share (%)	Total Consumption (lbs.) / Retailer
Alameda	215	142,982	5.32%	665
Alpine	0	90	0.00%	N/A
Amador*	1	2,904	0.11%	2,904
Butte*	0	24,837	0.92%	N/A
Calaveras	5	3,216	0.12%	643



County	# of Licensed Cannabis Retailers Located in the County (As of January 1, 2023)	Total Consumption of Cannabis and Cannabis Products (in lbs.)	Total Consumption Share (%)	Total Consumption (lbs.) / Retailer
Colusa	2	2,267	0.08%	1,134
Contra Costa*	22	89,164	3.31%	4,053
Del Norte	6	3,100	0.12%	517
El Dorado	11	13,625	0.51%	1,239
Fresno*	17	58,003	2.16%	3,412
Glenn*	0	2,992	0.11%	N/A
Humboldt	47	15,851	0.59%	337
Imperial	16	10,516	0.39%	657
Inyo	3	932	0.03%	311
Kern*	13	40,445	1.50%	3,111
Kings	5	6,957	0.26%	1,391
Lake	7	7,621	0.28%	1,089
Lassen*	1	3,940	0.15%	3,940
Los Angeles	496	753,199	28.00%	1,519
Madera*	0	8,384	0.31%	N/A
Marin	9	17,235	0.64%	1,915
Mariposa	0	1,062	0.04%	N/A
Mendocino	30	10,295	0.38%	343
Merced	10	14,570	0.54%	1,457

County	# of Licensed Cannabis Retailers Located in the County (As of January 1, 2023)	Total Consumption of Cannabis and Cannabis Products (in lbs.)	Total Consumption Share (%)	Total Consumption (lbs.) / Retailer
Modoc	1	1,004	0.04%	1,004
Mono	5	910	0.03%	182
Monterey	28	37,802	1.41%	1,350
Napa	7	9,063	0.34%	1,295
Nevada	5	7,551	0.28%	1,510
Orange*	52	152,161	5.66%	2,926
Placer*	1	27,775	1.03%	27,775
Plumas	0	2,320	0.09%	N/A
Riverside	169	147,892	5.50%	875
Sacramento	119	113,671	4.23%	955
San Benito*	1	5,477	0.20%	5,477
San Bernardino	54	116,278	4.32%	2,153
San Diego*	75	227,633	8.46%	3,035
San Francisco	86	91,680	3.41%	1,066
San Joaquin*	19	48,021	1.79%	2,527
San Luis Obispo	24	27,174	1.01%	1,132
San Mateo*	18	58,359	2.17%	3,242
Santa Barbara	35	26,269	0.98%	751
Santa Clara*	18	102,502	3.81%	5,695



County	# of Licensed Cannabis Retailers Located in the County (As of January 1, 2023)	Total Consumption of Cannabis and Cannabis Products (in lbs.)	Total Consumption Share (%)	Total Consumption (lbs.) / Retailer
Santa Cruz	24	25,724	0.96%	1,072
Shasta	10	20,364	0.76%	2,036
Sierra	0	373	0.01%	N/A
Siskiyou	8	5,033	0.19%	629
Solano	24	28,810	1.07%	1,200
Sonoma	40	32,485	1.21%	812
Stanislaus	29	29,689	1.10%	1,024
Sutter*	0	6,549	0.24%	N/A
Tehama*	1	7,098	0.26%	7,098
Trinity	2	1,895	0.07%	948
Tulare	16	20,510	0.76%	1,282
Tuolumne	2	3,919	0.15%	1,960
Ventura	32	49,339	1.83%	1,542
Yolo	7	15,300	0.57%	2,186
Yuba*	2	5,191	0.19%	2,596

Limitations of Data Sources

The NSDUH data underlying this analysis has limitations common to survey research, including the potential for sample biases and weighting errors. The data are based on self-reports of cannabis use, and their value depends on respondents’

truthfulness and memory. While NSDUH procedures were designed to address such concerns, some underreporting or overreporting may take place. Learn more about the [strengths and limitations of NSDUH data](#).

SAMHSA provides state and substate regional data from the NSDUH. In some cases, these substate regions contain multiple counties. Adult population data from the United States Census Bureau was used to extrapolate cannabis consumption levels by county from the broader regional data. Additionally, some regionalized data is not available due to data collection challenges during the COVID-19 pandemic. Where that is the case, the estimates in this analysis represent projected levels of cannabis consumption using historical averages and trends combined with the most recent available NSDUH data.

Despite these limitations, this data analysis serves as a good estimate of the relative share of total cannabis consumption in counties, as needed for the administration of this grant program.



Appendix C: Grant Agreement – Standard Terms and Conditions

This Cannabis Local Jurisdiction Retail Access Grant Program, Phase I Agreement (“Grant Agreement”) is by and between [local jurisdiction] (“Grantee”), and the Department of Cannabis Control (“DCC”), hereinafter jointly referred to as the “Parties” or individually as the “Party.” Unless otherwise specified in these Terms and Conditions, all definitions, rules, guidelines, and requirements specified in the Cannabis Local Jurisdiction Retail Access Grant Program Guidelines, Phase I (Grant Guidelines) issued in August 2023 shall apply to this Agreement.

1. Approval

This Agreement is of no force or effect until signed by both parties. Grant funds may not be used for expenditures that occur outside of the grant program expenditure period of July 1, 2023, through June 30, 2026.

2. Agreement Execution

Unless otherwise prohibited by state law, regulation, or Department of Cannabis Control (DCC) or Grantee policy, the parties agree that an electronic copy of a signed Agreement, or an electronically signed Agreement, has the same force and legal effect as an Agreement executed with an original ink signature. The term “electronic copy of a signed Agreement” refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed Agreement in a portable document format. The term “electronically signed Agreement” means an Agreement that is executed by applying an electronic signature using technology approved by all parties.

3. Representation on Authority of Parties/Signatories

Each person signing this Agreement represents and warrants that they are duly authorized and has legal capacity to execute and deliver this Agreement. Each Party represents and warrants to the other that the execution and delivery of this Agreement and the Performance of such Party’s obligations hereunder have been duly authorized and that this Agreement is a valid and legal agreement binding on such Party and enforceable in accordance with its terms.

4. Assignment

This Agreement is not assignable by the Grantee.

5. Governing Law and Consent to Jurisdiction

This Agreement is governed by and will be interpreted in accordance with the State of California without regard to its conflict of laws rules. Each party hereby irrevocably consents to the exclusive jurisdiction and venue of any state court located within Sacramento County, State of California in connection with any matter arising out of this Agreement.



6. State and Federal Law

It is the responsibility of the Grantee to know and understand which State, Federal, and local laws, regulations, and ordinances are applicable to this Agreement and the Project, as described in Exhibit A. The Grantee shall be responsible for observing and complying with all applicable State and Federal laws and regulations. Failure to comply may constitute a material breach.

7. Grantee Commitments

The Grantee accepts and agrees to comply with all terms, provisions, and conditions of this Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by the Grantee in the application, documents, amendments, and communications in support of its request for funding.

8. Grantee – Representations and Warranties

Grantee represents and warrants that:

- A. Grantee is an eligible applicant as set forth in the Grant Guidelines;
- B. It is not a party to any agreement, written or oral, creating obligations that would prevent it from entering into this Agreement or satisfying the terms herein;
- C. All of the information in its grant application and all materials submitted to the DCC are true and accurate;
- D. Grantee's governing body has authorized the Grantee to enter into this Agreement and has designated by title the individual authorized to sign the Agreement on behalf of Grantee.

9. Performance and Assurances

The Grantee agrees to perform or cause to be performed all Project work as described in the Scope of Work, and to apply grant funds awarded in this Agreement only to eligible Project uses and costs.

10. Funding Contingency Clause

The funding for this Agreement is allocated pursuant to the Local Jurisdiction Retail Access Grant Funding. Grantee agrees that the DCC's obligation to pay any sum under this Agreement is contingent upon availability of funds disbursed from the Local Jurisdiction Retail Access Grant Funding. If there is insufficient funding, the DCC shall have the option to either:

- A. Terminate this Agreement, whereby no party shall have any further obligations or liabilities under this Agreement, or
- B. Negotiate an Agreement amendment with Grantee to reduce the grant award and scope of work to be provided under this Agreement.

11. Indemnification, Warranty and Disclaimer, Limitation of Liability

Grantee shall defend, indemnify, and hold harmless DCC, its agents or assigns, from and against all claims, damages, and liabilities (including reasonable attorneys' fees) arising from this Agreement due to Grantee's breach of this Agreement or the Grantee's negligence or willful misconduct. UNDER NO CIRCUMSTANCES WILL THE STATE OF CALIFORNIA, DCC, ITS AGENTS OR EMPLOYEES BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES THAT ARISE FROM THIS AGREEMENT.

12. Integration

This Agreement (including the exhibits hereto and any documents explicitly incorporated by reference, and any written amendments hereof executed by the Parties) constitutes the entire Agreement between the Parties related to this grant award and supersedes all prior agreements and understandings, oral and written, between the Parties with respect to the grant award described herein.

13. Severability

If any term of this Agreement is to any extent invalid, illegal, or unenforceable such term shall be excluded to the extent of such invalidity, illegality, or unenforceability; all other terms shall remain in full force and effect.

14. Contractors and Consultants

The Grantee assumes full responsibility for its obligation to pay its Contractors and Consultants. The Grantee is responsible to ensure that any and all contractors and consultants it engages to carry out activities under this Agreement shall have the proper licenses and certificates required in their respective disciplines. The Grantee's use of contractors and consultants shall not affect the Grantee's responsibilities under this Agreement.

15. No Third-Party Rights

This Agreement creates no rights in and grants no remedies to any third party as a beneficiary of this Agreement.

16. Non-Discrimination Clause

The Grantee agrees that during the performance of this Agreement, it will not discriminate, harass, or allow harassment or discrimination against any employee or applicant for employment based on race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. The Grantee agrees to require the same of all contractors and consultants retained to carry out the activities under this Agreement.

The Grantee agrees that during the performance of this Agreement, the evaluation and treatment of its employees and applicants for employment are free from discrimination and harassment. The Grantee will comply with the provisions of the Fair Employment and Housing Act (Government Code section 12990 et seq.) and

the applicable regulations promulgated there under (California Code of Regulations, Title 2, section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. The Grantee will give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining unit or other Agreement. The Grantee must include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

17. Union Activities

Grantee acknowledges that Government Code Section 16645.2 applies to this Agreement. Pursuant to Government Code Section 16645.2, Grantee certifies that none of the grant award will be used to assist, promote, or deter union organizing. If Grantee makes expenditures to assist, promote, or deter union organizing, it shall maintain records sufficient to show that no portion of the grant award was used for those expenditures. Grantee shall provide those records to the Attorney General upon request.

18. Disputes

The Grantee must continue with the responsibilities under this Agreement during any dispute. In the event of a dispute, the Grantee must file a "Notice of Dispute" with the DCC Office of Grants Management (OGM), identified in Exhibit A, or designee within ten (10) calendar days of discovery of the problem. The Notice of Dispute must contain the Agreement number. Within ten (10) calendar days of receipt of the Notice of Dispute, the DCC Office of Grants Management (OGM) or designee must meet with the Grantee for the purpose of resolving the dispute. In the event of a dispute, the language contained within this Agreement shall be interpreted as to its fair meaning and not strictly for or against any Party.

19. Termination for Convenience

This Agreement may be terminated by either party upon written notice. Notice of termination must be delivered to the other party at least thirty (30) calendar days prior to the intended date of termination. Notice of termination does not nullify obligations already incurred prior to the date of termination. In the event of Termination for Convenience of this Agreement by DCC, DCC must not recapture all eligible costs and non-cancellable obligations incurred by the Grantee as of the date of termination.

20. Termination for Cause

Either party may terminate this Agreement for cause in the event of a material breach of this Agreement, provided that the non-breaching party provides written notice of the material breach and ten (10) calendar days to cure the breach. If the breach is not cured to the satisfaction of the non-breaching party within ten (10) calendar days of receipt of notice, this Agreement shall automatically terminate and DCC shall not recapture from the Grantee all eligible documented costs



incurred up to the date of the notice of termination, including all non-cancellable obligations.

21. Acceptable Failure to Perform; Force Majeure

The Grantee shall not be liable for any failure to perform as required by this Agreement, to the extent such failure to perform is caused by any of the following: labor disturbances or disputes of any kind, accidents, or the inability to obtain any required government approval to proceed, civil disorders, acts of aggression, acts of God, energy or other conservation measures, failure of utilities, mechanical breakdowns, materials shortages, disease, pandemics, or similar occurrences.

- A. If by reason of force majeure Grantee's performance hereunder is delayed or prevented, then the performance by Grantee may be extended for the amount of time of such delay or prevention. The term "force majeure" shall mean any fire, flood, earthquake, or public disaster, strike, labor dispute or unrest, embargo, riot, war, insurrection or civil unrest, any act of God, any act of legally constituted authority, or any other cause beyond the Grantee's control which would excuse Grantee's performance as a matter of law.
- B. Grantee agrees to provide the DCC written notice of an event of force majeure under this Agreement within ten (10) calendar days of the commencement of such event and within ten (10) calendar days after the termination of such event, unless the force majeure prohibits Grantee from reasonably giving notice within this period. Grantee will give such notice at the earliest possible time following the event of force majeure.

22. Material Breach

A material breach for purposes of this Agreement shall include, but not be limited to:

- A. Failure to timely furnish the progress reports or other documents requested by DCC relating to the Grantee's compliance with this Agreement.
- B. Material misstatements in any information provided to DCC as part of the application process or after this Agreement is signed.
- C. Use of Grant funds not in accordance with the Budget or Project Plan.
- D. Funds are not expended by the date established by DCC.
- E. Funds are used for an ineligible purpose.
- F. Failure to comply with applicable State and Federal laws.
- G. Failure to demonstrate progress toward the establishment of a local cannabis retailer licensing program as measured by the specific criteria in the Program Plan.

In the event of a material breach of this Agreement, DCC shall provide in writing a Notice of Breach to the Grantee. The Grantee shall have ten (10) calendar days

from receipt of the notice to cure the breach or such longer period as mutually agreed to in writing between the Parties. If Grantee fails to cure the breach within the prescribed timeframe, DCC may do any of the following:

- A. Suspend payments.
- B. Recapture funds disbursed.
- C. Terminate the agreement.
- D. Take any other action deemed necessary to protect its interests.

23. Recapture

DCC may recapture funds disbursed in the following circumstances:

- A. Funds are not expended by the date established by DCC.
- B. Funds are used for an ineligible purpose, including costs and fees related to litigation, payment of fines or other penalties incurred for violations related to unlicensed commercial cannabis activity, and other prohibited uses as determined by DCC.
- C. The use of funds does not comply with the application plan submitted to, and approved by, DCC.
- D. The local jurisdiction has failed to demonstrate progress toward permitting commercial cannabis retail businesses, as measured by the specific criteria provided in the plan.
- E. The local jurisdiction has not complied with or is not in compliance with Item 1115-102-0001 of Section 2.00 of the Budget Act of 2022 or DCC's Grant Guidelines.

Grantee shall notify DCC of grant funds disbursed but not expended by the date established by DCC within the Agreement. DCC shall provide Grantee with instructions how to return the funds. Under all other circumstances, DCC shall notify Grantee of the circumstance, the amount to be recaptured and provide Grantee with instructions as to how to return funds.

24. Publicity and Acknowledgement

The Grantee agrees that it will acknowledge DCC's support whenever projects funded, in whole or in part, by this Agreement are publicized in any news media, brochures, publications, audiovisuals, presentations or other types of promotional material and in accordance with the Statement of Work attached to this Agreement. The Grantees may not use DCC's logo.

25. News Releases/Public Conferences

The Grantee agrees to notify DCC in writing at least two (2) business days before any news releases or public conferences are initiated by the Grantee or its Contractors/Consultants regarding the Project.



26. Amendments

Changes to the Scope of Work, Budget, Project term, or funding amount must be requested in writing to DCC Office of Grants Management (OGM) no less than sixty (60) calendar days prior to the requested implementation date. Any changes are subject to DCC approval and, at its discretion, DCC may choose to accept or deny any changes. If accepted and after negotiations are concluded, the agreed upon changes will be made and become part of this Agreement. No amendments are possible if the Agreement is expired.

27. Reporting Requirements

Grantee must be able to demonstrate to the satisfaction of the DCC that the grant funds were expended for eligible uses and consistent with the activities identified in its application and under the Grant Agreement. The Grantee agrees to comply with all reporting requirements specified in the Grant Guidelines and Application Instructions incorporated by reference to this Agreement.

28. Records, Inspection and Audit

Grantee must maintain books, records, subcontracts, and other material relative to the Project and retain such books, records, subcontracts and other material detailing the expenditure of all grant funds for a period of seven (7) years after the end of the Grant Term. Grantee must require that such books, records, subcontracts, and other material are subject at all reasonable times (at a minimum during normal business hours) to inspection, copying, and audit by DCC and the California State Auditor. The Grantee must allow and must require its contractors to allow interviews during normal business hours of any employees who might reasonably have information related to such records. The Grantee agrees to include a similar duty regarding audit, interviews, and records retention in any contract or subcontract related to the performance of this Agreement. The provisions of this section survive the termination of this Agreement.

29. Equipment

Purchase of equipment not included in the approved Budget requires prior approval. The Grantee must comply with applicable state requirements regarding the use, maintenance, disposition, and reporting of equipment.

30. Confidential and Public Records

The Grantee and DCC understand that each party may come into possession of information and data which may be deemed confidential or proprietary by the person or organization furnishing the information or data. Such information or data may be subject to disclosure under the California Public Records Act (PRA) (Gov. Code, § 7920.000 et seq.). DCC has the sole authority to determine whether the information is releasable. Each party agrees to maintain such information as confidential and notify the other party of any requests for release of information.

31. Conflict of Interest

Grantees are subject to State conflict-of interest laws. The Grantee certifies that its officers, directors, agents, representatives, and employees are in compliance with applicable State and federal conflict of interest laws and will remain in compliance for the useful life of the Project. Public entities are required to have adopted conflict of interest codes and may be required to provide documentation of those codes to DCC.

32. Independent Actor

The Grantee and its agents and employees, in the performance of this Agreement, shall act in an independent capacity and not as officers, employees, or agents of DCC.

33. Undisbursed Funds Interest

The Grantee is not entitled to interest earned on undisbursed funds.

34. Sections and Other Headings

The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

35. Notice

Within thirty (30) calendar days of the effective date of this Agreement, Grantee shall notify the DCC, in writing, of the name, address, phone number, and email of its contact person for future communication relating to this Agreement. In addition, Grantee agrees to immediately inform the DCC of any changes to the name, address, phone number, and email of its contact person. Unless otherwise specified in this Agreement, any notice required or permitted to be given under this Agreement to the DCC shall be emailed to RetailAccessGrants@cannabis.ca.gov.

36. Closeout

The Agreement will be closed out after the completion of the Project or project term, receipt and approval of the final report, and resolution of any performance or compliance issues.

37. Executive Order N-6-22

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. “Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine the grantee is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide the grantee advance written notice of such termination, allowing the grantee at least 30

calendar days to provide a written response. Termination shall be at the sole discretion of the State.



Appendix D: Sample Resolution

RESOLUTION OF **[INSERT NAME OF LOCAL GOVERNING BODY]** AUTHORIZING STATE OF CALIFORNIA LOCAL JURISDICTION CANNABIS RETAIL ACCESS GRANT PROGRAM FUNDING.

The **[insert name of local governing body]** finds:

WHEREAS, the California Legislature has appropriated funds for award by the California Department of Cannabis Control to eligible local jurisdictions to develop and implement a cannabis retailer licensing program;

WHEREAS, **[insert name of local government body]** has a plan to develop and implement a program to issue permits to commercial cannabis retail businesses;

WHEREAS, **[insert name of local government body]** has determined that it will use grant funds from the Department of Cannabis Control to establish a local cannabis retailer licensing program as described in its application for grant funds.

NOW, THEREFORE, BE IT RESOLVED that the **[insert title of designated official]** of the **[insert city or county name]** is authorized to execute by electronic signature on behalf of **[insert name of local government body]** the grant agreement with the Department of Cannabis Control, including any extensions or amendments thereof and any subsequent grant agreement with Department of Cannabis Control in relation thereto.

BE IT FURTHER RESOLVED that the **[insert name of local government body]** agrees to abide by the terms and conditions of the Grant Agreement as set forth by the Department of Cannabis Control.

Passed, approved, and adopted by the **[insert name of local government body]** in a meeting thereof held on **[insert date]** by the following:

VOTE

Ayes:

Nays:

Absent:

Signature: _____ Date: _____

Typed Name and Title: _____

ATTEST

Signature: _____ Date: _____

Typed Name and Title: _____



CITY of CALABASAS
CITY COUNCIL AGENDA REPORT

DATE: SEPTEMBER 7, 2023

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: ERICA L. GREEN, COMMUNITY SERVICES DIRECTOR

SUBJECT: AUTHORIZATION TO AWARD A CONTRACT TO FS CONTRACTORS, INC., UNDER CIP NO. 23-24-01 FOR WILD WALNUT PARK IMPROVEMENTS AND APPROVE ADDITIONAL FUNDING ALLOCATION

MEETING DATE: SEPTEMBER 27, 2023

SUMMARY RECOMMENDATION:

That the City Council authorizes to award a contract to FS Contractors, Inc., under CIP No. 23-24-01 for Wild Walnut Park Improvements and approve an additional funding allocation for a 15% contingency and choice of temporary or permanent restroom option.

BACKGROUND:

In April 2019, the City Council approved the Wild Walnut Master Plan, which included a dog park, play area, parking lot, and portable restrooms. In June 2020, City Council rejected all bids related to the project. Council gave direction to install a temporary dog park, value engineer the Wild Walnut Master Plan and determine other funding sources for a permanent park. In August 2020, the temporary dog park installation began and opened in September 2020. In July 2022, staff presented the value-engineered plans to the Parks, Recreation and Education Commission and then to City Council in August 2022, who approved the funding for the project; however, directed staff to move the playground area near Mulholland Hwy. In November 2022, staff presented two schematic options to the community at a public engagement workshop and received feedback on the schematics. Based on the feedback and the

overall function of the park pivoting from the previous engagement feedback, the Landscape Architect had to discard the previous plans and create new plan options. These two additional options were presented to the public at a December 5 and December 13 workshop.

DISCUSSION/ANALYSIS:

Staff distributed a survey to the Calabasas community to determine their schematic preference of the two options. Based on the feedback, JMD Landscape Architecture finalized construction plans and assisted in the compilation of the Public Works Bid Packet for distribution. The Bid Packet included two bid options, one for a temporary restroom (option A) and one for a permanent restroom (option B).

In 2022, staff learned the previous LA County RPOSD Measure A grant request was started by former staff but not submitted; therefore, staff submitted for grant funding and received notice of approval in June 2023. As part of the grant agreement, no purchases or progress could be made on the project until the grant agreement was executed. The grant agreement was executed on August 24, 2023 and the bid was distributed and posted the same day.

The Notice for Invitation to Bid was advertised in three editions of The Acorn (Calabasas, Thousand Oaks and Camarillo), emailed to vendors via the City’s Constant Contact list, and sent to Ventura and LA County plan rooms and construction bid boards. The City received three bids, of which all were responsive.

CONTRACTOR	AMOUNT (OPTION A)	AMOUNT (OPTION B)
FS Contractors, Inc.	\$1,099,767	\$1,340,531
Optima RPM, Inc.	\$1,386,724	\$1,611,121
C.S. Legacy Construction, Inc.	\$1,397,840.95	\$1,692,434.32

Staff has determined from the submitted bid packet that FS Contractors, Inc. is a responsive and lowest bidder.

FISCAL IMPACT/SOURCE OF FUNDING:

\$800,00 was approved by the City Council in the current Capital Improvement Projects budget. In addition to the \$315,000 RPOSD grant funding for a total of \$1,115,000 for the project. An additional General Fund allocation is required for a 15% contingency and choice of temporary (\$149,732.05) or permanent restroom (\$426,610.65) option.

APPROVED BUDGET	AMOUNT		TEMP RESTROOMS	PERMANENT RESTROOMS
		FS CONTRACTORS, INC.		
ARPA FUNDS	\$800,000.00	BID AMOUNT	\$1,099,767.00	\$1,340,531.00
RPOSD GRANT FUNDS	\$315,000.00	CONTINGENCY 15%	\$164,965.05	\$201,079.65
TOTAL	\$1,115,000.00	TOTAL	\$1,264,732.05	\$1,541,610.65
		ADD'L ALLOCATION	\$149,732.05	\$426,610.65

REQUESTED ACTION:

That the City Council authorizes to award a contract to FS Contractors, Inc., under CIP No. 23-24-01 for Wild Walnut Park Improvements and approve an additional funding allocation for a 15% contingency and choice of temporary or permanent restroom option.

ATTACHMENTS:

- A. Agreement with FS Contractors, Inc.
- B. Wild Walnut Park Improvements Contract Award Presentation

AGREEMENT

WILD WALNUT PARK IMPROVEMENTS SPECIFICATION NO. 23-24-01 IN THE CITY OF CALABASAS, CALIFORNIA

THIS AGREEMENT (“AGREEMENT”) is made and entered into for the above-stated project this ____ day of _____, 20__ , BY AND BETWEEN the City of Calabasas, a municipal corporation, hereafter designated as “AGENCY”, and FS Contractors, Inc, a California Corporation, hereafter designated as “CONTRACTOR.”

WITNESSETH that AGENCY and CONTRACTOR have mutually agreed as follows:

ARTICLE I: Contract Documents

The contract documents for the WILD WALNUT PARK IMPROVEMENTS SPECIFICATION NO. 23-24-01, shall consist of the Notice Inviting Sealed Bids, Instructions To Bidders, Bid Proposal, Bid Schedule, Standard Specifications, Special Provisions, and all referenced specifications, plans, 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 \$ _____ (_____ Dollars,) unless specifically approved in advance and in writing by AGENCY.

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. Such unforeseen difficulties or obstructions includes any act of God, the elements, strike, walkout, or any other cause beyond CONTRACTOR's reasonable control that occurs before AGENCY accepts the work as complete.

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.

D. This AGREEMENT is subject to the requirements of a skilled and trained workforce; CONTRACTOR and each of its subcontractors at every tier are required to employ a certain percentage of journeypersons to perform the work, in accordance with Public Contracts Code §§ 2600 – 2602

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 workday and wage and hour penalty law, including, but not limited to, Labor Code Sections 1810 and 1813, 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.

Any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements or limits shall be available to AGENCY as additional insured. Further, the requirements for coverage and limits shall be the greater of (1) the maximum coverage and limits

specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured. Insurance provided by CONTRACTOR under this Contract shall not replace or substitute for CONTRACTOR's indemnification obligations in Article VII.

CONTRACTOR's insurance, including all endorsements, shall be primary to any coverage available to AGENCY. Any insurance or self-insurance maintained by AGENCY and/or its officers, employees, agents or volunteers, shall be excess of CONTRACTOR's insurance and shall not contribute with it.

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. Indemnification includes, but is not limited to, all claims, actions, demands, costs, judgments, liens, penalties, liabilities, damages, losses, and expenses arising out of, in connection with, resulting from or related to changes to the natural environment or environmental harms caused in whole or in part by work performed under this AGREEMENT.

To the fullest extent permitted by law, CONTRACTOR shall, at its sole costs and expense, fully defend, indemnify and hold harmless AGENCY, its authorized representatives and their representative subsidiaries, affiliates, members, director, officer, employees and agents, including parties that AGENCY contracts with (including other governmental agencies such as the California Department of Transportation) (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 any party, person, or organization that AGENCY contracts with, in connection with or relating to or claimed to be in connection with or relating to the work performed under this AGREEMENT. Indemnification includes, but is not limited to, all claims, actions, demands, costs, judgments, liens, penalties, liabilities, damages, losses, and expenses arising out of, in connection with, resulting from or related to changes to the natural environment or environmental harms caused in whole or in part by 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.

AGENCY may request a deposit for defense costs from CONTRACTOR with respect to a claim. If AGENCY requests a defense deposit, CONTRACTOR shall provide it within 15 days of the request.

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. All disputes arising out of this AGREEMENT are subject to a mandatory step-by-step claims submission and evaluation process as a precondition to legal action in accordance with Public Contracts Code § 9204.

B. 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.

C. 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.

D. 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:

ERICA GREEN
CITY OF CALABASAS
100 Civic Center Way
Calabasas, CA 91302-3172

CONTRACTOR:

Jose Angel Fierros
FS Contractors, Inc.
14838 Bledsoe St.
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 _____ day of _____, 20_____.

CONTRACTOR:

FS Contractors, Inc.

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

AGENCY:

Mayor of the
City of Calabasas

Date

ATTESTED:

City Clerk of the
City of Calabasas

Date

APPROVED AS
TO FORM:

City Attorney of the
City of Calabasas

Date

(EXECUTE IN DUPLICATE)



BA20230812812



STATE OF CALIFORNIA
Office of the Secretary of State
STATEMENT OF INFORMATION
CORPORATION

California Secretary of State
 1500 11th Street
 Sacramento, California 95814
 (916) 653-3516

For Office Use Only

-FILED-

File No.: BA20230812812

Date Filed: 5/18/2023

B1763-2834 05/18/2023 1:26 PM Received by California Secretary of State

Entity Details			
Corporation Name	F.S. CONTRACTORS, INC.		
Entity No.	3770094		
Formed In	CALIFORNIA		
Street Address of Principal Office of Corporation			
Principal Address	14838 BLEDSOE ST. SYLMAR, CA 91342		
Mailing Address of Corporation			
Mailing Address	14838 BLEDSOE ST. SYLMAR, CA 91342		
Attention			
Street Address of California Office of Corporation			
Street Address of California Office	14838 BLEDSOE ST. SYLMAR, CA 91342		
Officers			
Officer Name	Officer Address	Position(s)	
• Jose Ernesto Fierros	34545 JUNIPER VALLEY RD. ACTON, CA 93510	Secretary	
+ Jose A Fierros	Apo (Us) 14838 BLEDSOE ST. SYLMAR, CA 91342	Chief Executive Officer, Chief Financial Officer	
Additional Officers			
Officer Name	Officer Address	Position	Stated Position
Salomon Fierros	12862 MACLAY AVE. SYLMAR, CA 91342	Vice President	
Directors			
Director Name	Director Address		
Jose Angel Fierros	13368 Aldergrove St. Sylmar, CA 91342		
The number of vacancies on Board of Directors is: 0			
Agent for Service of Process			
Agent Name	JOSE ANGEL FIERROS		
Agent Address	14838 BLEDSOE ST. SYLMAR, CA 91342		
Type of Business			
Type of Business	GENERAL CONTRACTOR		
Email Notifications			
Opt-in Email Notifications	Yes, I opt-in to receive entity notifications via email.		
Labor Judgment			

No Officer or Director of this Corporation has an outstanding final judgment issued by the Division of Labor Standards Enforcement or a court of law, for which no appeal therefrom is pending, for the violation of any wage order or provision of the Labor Code.

Electronic Signature

By signing, I affirm that the information herein is true and correct and that I am authorized by California law to sign.

Jose Angel Fierros

05/18/2023

Signature

Date

SECTION C – PROPOSAL INFORMATION AND DOCUMENTS

WILD WALNUT PARK IMPROVEMENTS SPECIFICATION NO. 23-24-01 IN THE CITY OF CALABASAS, CALIFORNIA

Proposal Information and Documents:

- Bid Proposal
- Bid Schedule
- Bid Bond
- Bid Guarantee
- Bidder Information
- Experience Statement
- Designation of Suppliers and Subcontractors
- Statement Regarding Insurance Coverage
- Statement Regarding Contractor's Licensing Laws

BID PROPOSAL

**WILD WALNUT PARK IMPROVEMENTS
SPECIFICATION NO. 23-24-01
IN THE CITY OF CALABASAS, CALIFORNIA**

CITY OF CALABASAS
100 CIVIC CENTER WAY
CALABASAS, CALIFORNIA, 91302-3172

HONORABLE MAYOR AND
MEMBERS OF THE CITY COUNCIL:

The undersigned, as bidder, declares that he/she has examined all of the contract documents and specifications contained in this project manual for the above referenced project, and that he/she will contract with the AGENCY on the form of contract provided herewith to do everything necessary for the fulfillment of this contract at the price, and on the terms and conditions therein contained.

The following are included and are to be considered as forming a part of this proposal: **BID PROPOSAL, BID SCHEDULE, BID BOND, NONCOLLUSION AFFIDAVIT, BID GUARANTEE** (if submitted in lieu of Bid Bond), **BIDDER INFORMATION, EXPERIENCE STATEMENT, DESIGNATION OF SUPPLIERS & SUBCONTRACTORS, BIDDER'S STATEMENT REGARDING INSURANCE COVERAGE,** and **STATEMENT REGARDING CONTRACTOR'S LICENSING LAWS.**

CONTRACTOR acknowledges receipt and inclusion of addenda _____ to _____ into this bid proposal and the contract documents.

Attached is a Bid Bond duly completed by a guarantee company authorized to carry on business in the State of California in the amount of at least 10% of the total amount of this proposal, or alternatively, there is attached a certified or cashier's check payable to the AGENCY or evidence of a cash payment to the AGENCY, in the amount of at least 10% of the total amount of our proposal.

If this proposal is accepted, we agree to sign the contract form and to furnish the Performance Bond and the Payment Bond (each to be 100% of the bid amount), the Maintenance Bond (to be 50% of the bid amount), and the required evidences of insurance within ten (10) calendar days after receiving written Notice of Award of Contract.

We further agree if our proposal is accepted and a contract for the performance of the work is entered into with the AGENCY, to so plan the work and to prosecute it with such diligence that all of the work shall be completed within the time stipulated in **SECTION E - TIME OF COMPLETION.**

NAME OF BIDDER: FS Contractors, Inc.

MAILING ADDRESS: 14838 Bledsoe St., Sylmar, CA 91342

TELEPHONE NO. (818) 838-6040

STATE CONTRACTOR'S LICENSE NO. 1005940

STATE OF INCORPORATION: California

AUTHORIZED SIGNATURE: J. Angel Fierro

TITLE: President

DATE: 09/13/23

(If Company is a Corporation, provide corporate resolution per **B1.06 PROPOSAL of SECTION B – INSTRUCTION TO BIDDERS.**)



14838 BLEDSOE STREET • SYLMAR, CA 91342 PHONE: (818) 838-6040 • FAX: (818) 838-6171
CONTRACTOR'S LICENSE #1005940 CLASS A-C8-C27 • DIR #1000033438

BOARD RESOLUTION OF FS CONTRACTORS INC. ADOPTED ON January 4, 2016

RESOLVED THAT:

1. The following are the appointed Directors of FS Contractors, Inc.
Jose Angel Fierros, President
Salomon Fierros, Vice President
Jose Ernesto Fierros, Secretary
2. The board of directors approves all the directors to execute contracts and agreements on behalf of FS Contractors, Inc.

Secretary's Certification:

I certify that this resolution was duly adopted by the board of directors of FS Contractors, Inc. at a properly noticed open meeting held on January 4, 2016.

Jose Ernesto Fierros, Secretary

1/4/16

BID SCHEDULE

**WILD WALNUT PARK IMPROVEMENTS
SPECIFICATION NO. 23-24-01
IN THE CITY OF CALABASAS, CALIFORNIA**

The cost of all labor, services, material, equipment and installation necessary for the completion of the work itemized under this schedule, even though not shown or specified, shall be included in the unit price for the various items shown herein. For a description of the work associated with each bid item, see **SECTION G-SPECIAL PROVISIONS**. The AGENCY reserves the right to increase or decrease the quantity of any item or omit items as may be necessary, and the same shall in no way affect or void the contract, except that appropriate additions or deductions from the contract total price will be made at the stipulated unit price in accordance with these Contract Documents.

The AGENCY reserves the right to reject any and all bids, to waive any informality in a bid, and to make awards in the interest of the AGENCY.

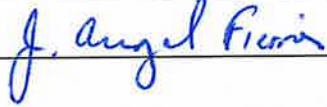
The CONTRACTOR shall perform an independent take-off of the plans and bid accordingly. Quantities listed in this Bid Schedule are intended only as a guide for the CONTRACTOR as to the anticipated order of magnitude of work. The CONTRACTOR shall be responsible for verifying all estimated quantities. The CONTRACTOR will be reimbursed for the quantity of items actually installed as required by the Contract Documents, including addenda, and shown on the plans to neat line and grade.

The CONTRACTOR will not be reimbursed for work performed for his convenience, or as required to adapt to field conditions, or for unauthorized work performed outside of that required by the Contract Documents.

The CONTRACTOR shall be responsible for calculating and providing totals for the bid schedule. The proposal schedule shall include all costs for labor, services, material, equipment, and installation associated with completing the work in place per the plans, specifications and details.

NAME OF BIDDER: FS Contractors, Inc.

CONTRACTOR'S LICENSE NO.: 1005940

AUTHORIZED SIGNATURE: 

TITLE: President

DATE: 09/13/23

BID SCHEDULE (Continued)

**WILD WALNUT PARK IMPROVEMENTS
SPECIFICATION NO. 23-24-01
IN THE CITY OF CALABASAS, CALIFORNIA**

**OPTION A
Improvements with Portable Restroom Enclosure**

No.	Item Description	Estimated Quantity	Unit	Unit Price	Payment Reference	Item Amount
1	Mobilization, Demobilization	1	lump sum	60,000	7-3.4	60,000
2	SWPPP, erosion and sediment control	1	lump sum	5,000	3-12.6.3	5,000
3	Removal, disposal	1	lump sum	25,000	401-7	25,000
4	Clearing and Grubbing	0.6	acre	30,000	300-1.4	18,000
5	Unclassified Excavation, contour grading	650	cubic yard	100	300-2.9	65,000
6	Corrugated Metal Pipe, drainage	1	lump sum	6,000	306-15	6,000
7	Water Service	1	lump sum	30,000	1000-4.1	30,000
8	Sanitary Sewer Service	1	lump sum	35,000	1000-4.2	35,000
9	Retaining Seat Walls	344	linear foot	85	303-1.12	29,240
10	Concrete Curb Walls	389	linear foot	90	305-5.9	35,010
11	Concrete Paving Pad	306	square foot	16	305-5.9	4,896
12	Concrete Access Ramp & Landing	1	lump sum	8,000	305-5.9	8,000
13	Concrete DG Borders	141	linear foot	40	305-5.9	5,640
14	Stabilized Decomposed Granite	2526	square foot	3.50	901-4	8,841
15	Stairs	1	lump sum	5,000	902-4	5,000
16	Portable Restroom Enclosure	1	lump sum	8,500	903-4	8,500
17	Fencing	1182	linear foot	145	904-4.1	171,390
18	Welded Wire on Fencing	577	linear foot	50	904-4.2	28,850
19	Dog Gates, 4'	6	per each	2,500	904-4.3	15,000
20	Utility Gates, 10'	2	per each	3,700	904-4.4	7,400
21	Play Equipment and Play Surfacing	1	lump sum	390,000	905-4	390,000

22	Shade Structures	1	lump sum	85,000	906-4	85,000
23	Tables and Benches	1	lump sum	15,000	907-4	15,000
24	Drinking Fountains	1	lump sum	30,000	908-4	30,000
25	Mulch, Dog Run and Trail	80	cubic yard	100	909-4	8,000
26	< NOT USED IN OPTION A >					
27	< NOT USED IN OPTION A >					
28	< NOT USED IN OPTION A >					
29	< NOT USED IN OPTION A >					

The CONTRACTOR shall be responsible for calculating and providing unit prices for the schedule. The proposal schedule shall include all costs for services, labor, materials, equipment, and installation associated in completing the work in place per the Specifications and details.

Bid Schedule Option A Total: \$ 1,099,767.⁰⁰

Bid Schedule Option A Total (in words):

One Million, ninety nine thousand, seven hundred
Sixty seven & ⁰⁰/₁₀₀

FS Contractors, Inc.
 (Company Name of Bidder)

9-13-23
 (Date)

BID SCHEDULE (Continued)

**WILD WALNUT PARK IMPROVEMENTS
SPECIFICATION NO. 23-24-01
IN THE CITY OF CALABASAS, CALIFORNIA**

**OPTION B
Improvements with Prefabricated Permanent Restroom**

No.	Item Description	Estimated Quantity	Unit	Unit Price	Payment Reference	Item Amount
1	Mobilization, Demobilization	1	lump sum	60,000	7-3.4	60,000
2	SWPPP, erosion and sediment control	1	lump sum	5,000	3-12.6.3	5,000
3	Removal, disposal	1	lump sum	25,000	401-7	25,000
4	Clearing and Grubbing	0.6	acre	30,000	300-1.4	18,000
5	Unclassified Excavation, contour grading	650	cubic yard	100	300-2.9	65,000
6	Corrugated Metal Pipe, drainage	1	lump sum	6,000	306-15	6,000
7	Water Service	1	lump sum	30,000	1000-4	30,000
8	Sanitary Sewer Service	1	lump sum	35,000	1000-4	35,000
9	Retaining Seat Walls	344	linear foot	85	303-1.12	29,240
10	Concrete Curb Walls	389	linear foot	90	305-5.9	35,010
11	<NOT USED IN OPTION B>					
12	Concrete Access Ramp & Landing	1	lump sum	8,000	305-5.9	8,000
13	Concrete DG Borders	141	linear foot	40	305-5.9	5,640
14	Stabilized Decomposed Granite	2526	square foot	3.50	901-4	8,841
15	Stairs	1	lump sum	5,000	902-4	5,000
16	<NOT USED IN OPTION B>					
17	Fencing	1182	linear foot	145	904-4	171,390
18	Welded Wire on Fencing	577	linear foot	50	904-4	28,850
19	Dog Gates, 4'	6	per each	2,500	904-4	15,000
20	Utility Gates, 10'	2	per each	3,700	904-4	7,400
21	Play Equipment and Play Surfacing	1	lump sum	390,000	905-4	390,000

22	Shade Structures	1	lump sum	85,000	906-4	85,000
23	Tables and Benches	1	lump sum	15,000	907-4	15,000
24	Water Fountains	1	lump sum	30,000	908-4	30,000
25	Mulch, Dog Run and Trail	80	cubic yard	100	909-4	8,000
26	Prefabricated Restroom	1	lump sum	221,000	910-24.1	221,000
27	Mat Engineered Foundation Pad	1	lump sum	5,000	910-24.2	5,000
28	Concrete Paving (not foundation)	158	square foot	20	305-5.9	3,160
28	Electric Service Connection	1	lump sum	25,000	1100-4	25,000

The CONTRACTOR shall be responsible for calculating and providing unit prices for the schedule. The proposal schedule shall include all costs for services, labor, materials, equipment, and installation associated in completing the work in place per the Specifications and details.

Bid Schedule Option B Total: \$ 1,340,531.00

Bid Schedule Option B Total (in words):

One Million three hundred forty thousand,
five hundred thirty one & 00/100

FS Contractors, Inc.
 (Company Name of Bidder)

09/13/23
 (Date)

BID BOND

**WILD WALNUT PARK IMPROVEMENTS
SPECIFICATION NO. 23-24-01
IN THE CITY OF CALABASAS, CALIFORNIA**

KNOW ALL MEN BY THESE PRESENTS that Bidder FS Contractors, Inc., as PRINCIPAL, and RLI Insurance Company, as SURETY, are held and firmly bound unto the City of Calabasas as AGENCY, in the penal sum of Ten Percent of the Total Amount of the Bid dollars (\$ 10%), which is ten percent (10%) of the total amount bid by PRINCIPAL to AGENCY for the above stated project, for the payment of which sum, PRINCIPAL and SURETY agree to be bound, jointly and severally, firmly by these presents.

The SURETY, for value received, hereby stipulates and agrees that the obligations of said SURETY and its BOND shall be in no way impaired or affected by any extension of the time within which the AGENCY may accept such Bid; and said SURETY does hereby waive notice of any such extension.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, whereas PRINCIPAL is about to submit a bid to AGENCY for the above stated project, if said bid is rejected, or if said bid is accepted and a contract is awarded and entered into by PRINCIPAL in the manner and time specified, and PRINCIPAL provides the required payment and performance bonds and insurance coverages to AGENCY, then this obligation shall be null and void, otherwise it shall remain in full force and effect in favor of AGENCY.

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals this 13th day of September, 2023.

PRINCIPAL* FS Contractors, Inc. 14838 Bledsoe Street Sylmar, CA 91342 (818) 838-6040

J. Angel Fierro

SURETY* RLI Insurance Company 9025 N. Lindbergh Drive, Peoria, IL 61615 (800) 483-9754

Pietro Micciche

Pietro Micciche, Attorney-in-Fact

3455 Ocean View Blvd #200, Glendale, CA 91208 (323) 663-7814

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)
County of Los Angeles)

On September 13th, 2023 before me, Angel Nunez, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Pietro Micciche
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(x) whose name(x) 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(x), 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 [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

POWER OF ATTORNEY

RLI Insurance Company Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That RLI Insurance Company and/or Contractors Bonding and Insurance Company, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Patricia Zenizo, Pietro Micciche, Elisabete Salazar, jointly or severally

in the City of Glendale, State of California its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Twenty Five Million Dollars (\$25,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or Contractors Bonding and Insurance Company, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the RLI Insurance Company and/or Contractors Bonding and Insurance Company, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 25th day of April, 2022.



RLI Insurance Company
Contractors Bonding and Insurance Company

By: B. W. Davis
Barton W. Davis Vice President

State of Illinois }
County of Peoria } SS

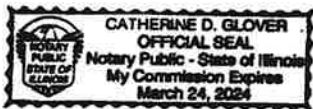
CERTIFICATE

On this 25th day of April, 2022, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the RLI Insurance Company and/or Contractors Bonding and Insurance Company and acknowledged said instrument to be the voluntary act and deed of said corporation.

I, the undersigned officer of RLI Insurance Company and/or Contractors Bonding and Insurance Company, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the RLI Insurance Company and/or Contractors Bonding and Insurance Company this 13th day of September, 2023.

By: Catherine D. Glover
Catherine D. Glover Notary Public

RLI Insurance Company
Contractors Bonding and Insurance Company
By: Jeffrey D. Fick
Jeffrey D. Fick Corporate Secretary



CERTIFICATE OF ACKNOWLEDGMENT

See Attachment

State of California
County of Los Angeles

On September 13, before me, Jose Angel Fierros, 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)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)
County of Los Angeles)

On September 13, 2023 before me, Martha Isabel Lopez Riubi, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Jose Angel Fierros
Name(s) of Signer(s)

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 Martha Lopez
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

BIDDER INFORMATION

**WILD WALNUT PARK IMPROVEMENTS
SPECIFICATION NO. 23-24-01
IN THE CITY OF CALABASAS, CALIFORNIA**

BIDDER certifies that the following information is true and correct:

Name of Bidder: FS Contractors, Inc.

Business Address: 14838 Bledsoe St., Sylmar, CA 91342

Telephone: (818) 838-0482 FAX: (818) 838-6171

E-mail: martha@fscontractorsinc.com

CONTRACTOR's License No.: 1005940 Date License Issued: 07/29/15

License Expiration Date: 07/31/25

The following are the names, titles, addresses, and phone numbers of all individuals, firm members, partners, joint venturers, and/or corporate officers having a principal interest in this proposal:
(Name / Title / Address / Telephone)

Jose Angel Fierros, President - 13368 Aldergrove St. Sylmar, CA 91342 - (818) 974-0895

Salomon Fierros, Vice-President - 12862 Maclay Ave, Sylmar, CA 91342 - (818) 335-0482

Ernesto Fierros, Corporate Secretary - 34545 Juniper Valley Rd. Acton, CA 93510- (818) 335-0775

Any voluntary or involuntary bankruptcy judgments against any principal having an interest in this proposal are as follows: (Type of Judgment / Date)

N/A

All current and prior DBA's, aliases, and/or fictitious business names for any principal having an interest in this proposal are as follows: (Principal / DBA's / Applicable Dates)

N/A

Prior Disqualification

Has your firm ever been disqualified from performing work for any City, County, Public or Private Contracting entity? Yes / No No. If yes, provide the following information. (If more than once, use separate sheets):

Date: N/A Entity: _____

Location: _____

Reason: _____

Provide Status and any Supplemental Statement: N/A

Has your firm been reinstated by this entity? Yes / No No

Violations of Federal or State Law

A. Has your firm or its officers been assessed any penalties by any agency for noncompliance, violations of Federal or State labor laws and/or business or licensing regulations within the past five (5) years relating to your construction projects?

Yes / No: No Federal / State: _____

If "yes", identify and describe, (including status): N/A

Have the penalties been paid? Yes / No: No

B. Does your firm or its officers have any ongoing investigations by any agency regarding violations of the State Labor Code, California Business and Professions Code or State Licensing laws?

Yes / No: No Codes / Laws: _____ Section / Article: _____

If "yes", identify and describe (including status): N/A

I declare under penalty of perjury under the laws of the State of California that all of the representations made in this **BIDDER INFORMATION** are true and correct. Executed this 13 day of September, 2023, at Sylmar, California.

Authorized Representative: Signature J. Angel Fierro

Title President

EXPERIENCE STATEMENT

**WILD WALNUT PARK IMPROVMENTS
SPECIFICATION NO. 23-24-01
IN THE CITY OF CALABASAS, CALIFORNIA**

Pursuant to this **BID PROPOSAL** and **QUALIFICATION OF BIDDERS**, the following is a record of the Bidder's experience in construction of a type similar in magnitude and character to that contemplated under this contract. Included in this section should be a complete list of references for similar projects in terms of scope of work, value of work, and time constraints. The CONTRACTOR must demonstrate that he/she has experience with this type of project and can manage this project effectively. If necessary, additional numbered pages can be attached to this page. The CONTRACTOR must be properly licensed to perform the work in this project as determined by the State CONTRACTOR's License Board.

Project Title: Fletcher Fetch Dog Park Improvements Client: City of El Monte

Date: 11/12/20 Project Value: \$987,389.00 Contact: Leticia Ortiz Tel # (626) 580-2022

Description: Demolition, grading, construction of dog play areas, fencing, gates, concrete improvements, planting and irrigation, electrical and lighting, DG trail improvements, site furniture improvements and play equipment.

Subject to Federal Labor Standards: Yes No

Project Title: ADA Curb Ramps & Sidewalk Lincoln Park Client: City of Pomona

Date: 11/10/20 Project Value: \$805,740.00 Contact: Saul Martinez Tel # (909) 602-3792

Description: Demolition, grubbing, grading, excavating, backfilling, footings, painting, furnish & install furniture, DG trail improvements, construct concrete paths, modify irrigation system, repair planters, etc.

Subject to Federal Labor Standards: Yes No

EXPERIENCE STATEMENT (Continued)

**WILD WALNUT PARK IMPROVEMENTS
SPECIFICATION NO. 23-24-01
IN THE CITY OF CALABASAS, CALIFORNIA**

Project Title: Rancho Potrero Area 1 Improvement Client: Conejo Recreational Park District

Date: 12/01/21 Project Value: \$544,000.00 Contact: Andrey Mooney Tel # (805) 495-6471

Description: Intallation irrigation system, planting, grading, backfilling, DG improvements,
construct concrete , furnish & install furniture, fencing, gates. etc.

Subject to Federal Labor Standards: Yes No

Project Title: Pio Pico Park Improvements Client: City of Pico Rivera

Date: 01/16/20 Project Value: \$413,732.10 Contact: Kenner Guerrero Tel # (562) 801-4351

Description: Installation of DG path with modification of existing turf and irrigation.
Fencing, gates, furnish & install furniture, concrete pads and solar LED lighting.

Subject to Federal Labor Standards: Yes No

I declare under penalty of perjury under the laws of the State of California that all of the representations made in this **EXPERIENCE STATEMENT** are true and correct. Executed this 13 day of September, 2023, at Sylmar, California.

Authorized Representative: Signature J. Angel Fierro

Title President

DESIGNATION OF SUPPLIERS AND SUBCONTRACTORS

**WILD WALNUT PARK IMPROVEMENTS
SPECIFICATION NO. 23-24-01
IN THE CITY OF CALABASAS, CALIFORNIA**

The following is a list of subcontractors and suppliers, as defined in 2-3 SUBCONTRACTS of the Standard Specifications, who will perform work or provide materials of value in excess of one-half of one percent of the total bid price or \$10,000, whichever is greater.

No subcontractor shall perform work in excess of the amount specified in 2-3 SUBCONTRACTS of the Standard Specifications, without the written approval of the AGENCY.

The CONTRACTOR is responsible to ensure that appropriate provisions are to be inserted in all subcontracts to bind subcontractors to the contract requirements as contained herein.

Each subcontractor must agree to comply with all applicable Federal, State, and local requirements.

Name, License No., and Address of Subcontractor	Employer Tax Id #	MBE/WBE (Y/N)	Work Subcontracted	Portion of Work (% of Contract Price)
Dave Bang Associates Lic # 745082 Po Box 1088 Tustin, CA			Play Equipment Installation & Shade Canopy Installation	12.8%
Public Restroom Co			Prefab Restroom Installation	2.2%
Ferreira Lic # 985180 10370 Commerce Center Dr. Suite B-200 Rancho Cucamonga			Fencing	15.8%

Name, License No., and Address of Subcontractor	Employer Tax Id #	MBE/WBE (Y/N)	Work Subcontracted	Portion of Work (% of Contract Price)

These representations are made under the penalty of perjury under the laws of the State of California. The undersigned hereby certifies that each subcontractor has been notified in writing of its equal opportunity obligations.

NAME OF BIDDER: FS Contractors, Inc.

AUTHORIZED SIGNATURE: *J. Angel Ferrin*

Date: 09/13/23

STATEMENT REGARDING INSURANCE COVERAGE

**WILD WALNUT PARK IMPROVEMENTS
SPECIFICATION NO. 23-24-01
IN THE CITY OF CALABASAS, CALIFORNIA**

The undersigned representative of Bidder hereby certifies that he/she has reviewed the insurance coverage requirements specified in **5-4 INSURANCE** of Section E, Standard Specifications and Section F, Special Provisions. Should Bidder be awarded the contract for the work, the undersigned further certifies that Bidder can meet all of these specification requirements for insurance including insurance coverage of his/her subcontractors.

NAME OF BIDDER: FS Contractors, Inc.

MAILING ADDRESS: 14838 Bledsoe St. Sylmar CA 91342

AUTHORIZED SIGNATURE: 

TITLE: President

DATE: 09/13/23

STATEMENT REGARDING CONTRACTOR'S LICENSING LAWS

WILD WALNUT PARK IMPROVEMENTS SPECIFICATION NO. 23-24-01 IN THE CITY OF CALABASAS, CALIFORNIA [Business & Professions Code § 7028.15] [Public Contract Code § 20103.5]

I, the undersigned, certify that I am aware of the following provisions of California law and that I, or the entity on whose behalf this certification is given, hold a currently valid California CONTRACTOR's license as set forth below:

Business & Professions Code § 7028.15:

- a) **It is a misdemeanor for any person to submit a bid to a public agency to engage in the business or act in the capacity of a CONTRACTOR within this state without having a license therefor, except in any of the following cases:**

(1)The person is particularly exempted from this chapter.

(2)The bid is submitted on a state project governed by Section 10164 of the Public Contract Code or on any local agency project governed by Section 20104 [now § 20103.5] of the Public Contract Code.

- b) If a person has been previously convicted of the offense described in this section, the court shall impose a fine of 20 percent of the price of the contract under which the unlicensed person performed contracting work, or four thousand five hundred dollars (\$4,500), whichever is greater, or imprisonment in the county jail for not less than 10 days nor more than six months, or both.

In the event the person performing the contracting work has agreed to furnish materials and labor on an hourly basis, "the price of the contract" for the purposes of this subdivision means the aggregate sum of the cost of materials and labor furnished and the cost of completing the work to be performed.

- c) This section shall not apply to a joint venture license, as required by Section 7029.1. However, at the time of making a bid as a joint venture, each person submitting the bid shall be subject to this section with respect to his/her individual licenser.
- d) This section shall not affect the right or ability of a licensed architect, land surveyor, or registered professional engineer to form joint ventures with licensed CONTRACTORS to render services within the scope of their respective practices.
- e) Unless one of the foregoing exceptions applies, a bid submitted to a public agency by a CONTRACTOR who is not licensed in accordance with this chapter shall be considered nonresponsive and shall be rejected by the public agency. Unless one of the foregoing exceptions applies, a local public agency shall, before awarding a contract or issuing a purchase order, verify that the CONTRACTOR was properly licensed when the CONTRACTOR submitted the bid. Notwithstanding any other provision of law, unless one of the foregoing exceptions applies, the registrar may issue a citation to any public officer or employee of a public entity who knowingly awards a contract or issues a purchase order to a CONTRACTOR who is not licensed pursuant to this chapter. The amount of civil penalties, appeal, and finality of such citations shall be subject to Sections 7028.7 to 7028.13, inclusive. **Any contract awarded to, or any purchase order issued to, as CONTRACTOR who is not licensed pursuant to this chapter is void.**

- f) Any compliance or noncompliance with subdivision (e) of this section, as added by Chapter 863 of the Statutes of 1989, shall not invalidate any contract or bid awarded by a public agency during which time that subdivision was in effect.
- g) A public employee or officer shall not be subject to a citation pursuant to this section if the public employee, officer, or employing agency made an inquiry to the board for the purposes of verifying the license status of any person or CONTRACTOR and the board failed to respond to the inquiry within three business days. For purposes of this section, a telephone response by the board shall be deemed sufficient.

Public Contract Code § 20103.5:

In all contracts subject to this part where federal funds are involved, no bid submitted shall be invalidated by the failure of the bidder to be licensed in accordance with the laws of this state. However, at the time the contract is awarded, the CONTRACTOR shall be properly licensed in accordance with the laws of this state. The first payment for work or material under any contract shall not be made unless and until the Registrar of CONTRACTORS verifies to the AGENCY that the records of the Contractors' State License Board indicate that the CONTRACTOR was properly licensed at the time the contract was awarded. Any bidder or CONTRACTOR not so licensed shall be subject to all legal penalties imposed by law, including, but not limited to, any appropriate disciplinary action by the Contractors' State License Board. The AGENCY shall include a statement to that effect in the standard form of pre-qualification questionnaire and financial statement. **Failure of the bidder to obtain proper and adequate licensing for an award of a contract shall constitute a failure to execute the contract and shall result in the forfeiture of the security of the bidder.**

CONTRACTOR's License Number: 1005940

License Expiration Date: 07/31/25

Authorized Signature: 

Date: 09/13/23

ITEM 6 ATTACHMENT B



CITY *of* CALABASAS

Community Services Department

WILD WALNUT PARK IMPROVEMENTS CONTRACT AWARD

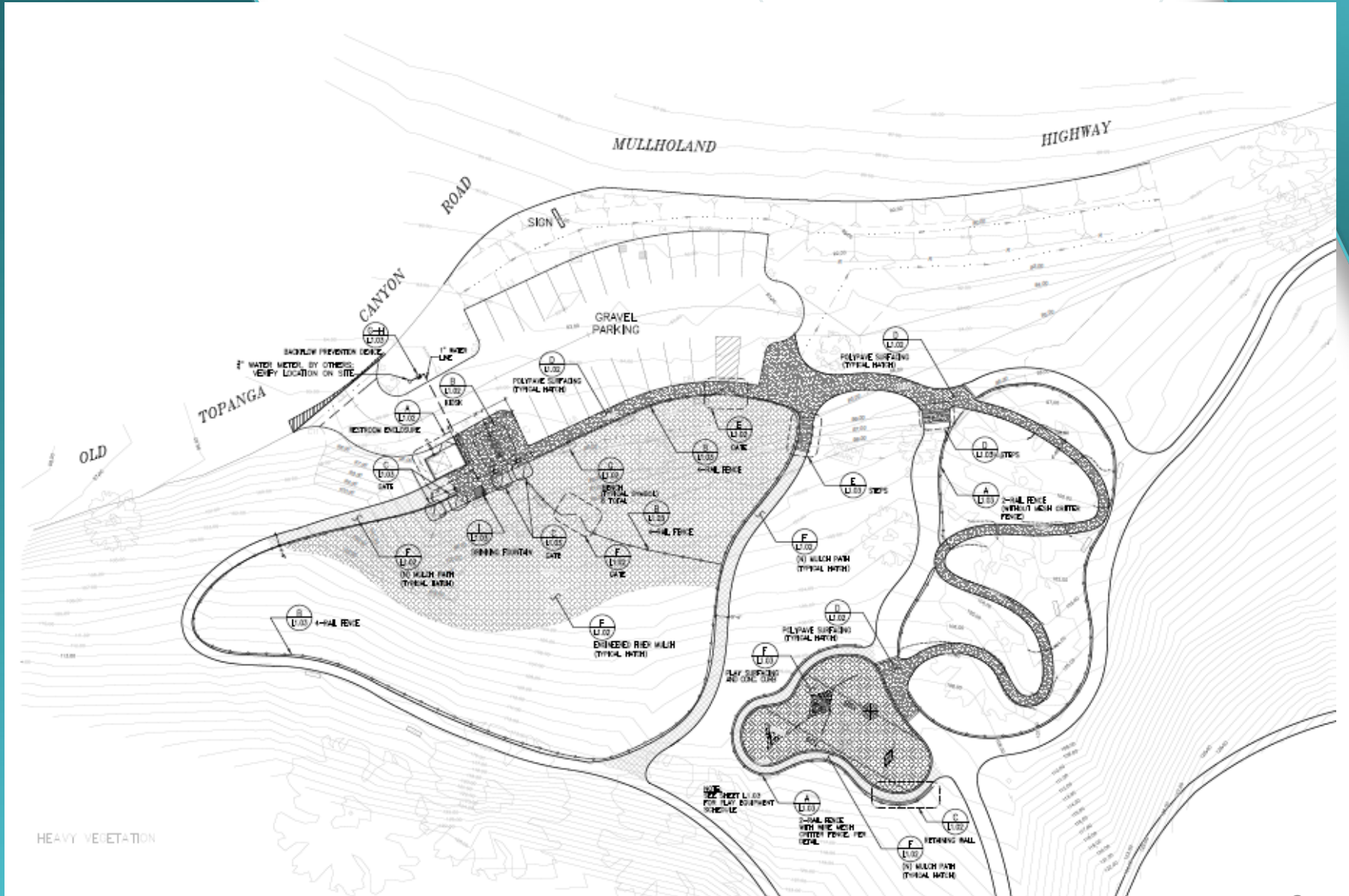


Background **Timeline**

2020-2023



2019 ORIGINAL PLAN



Original AMENITIES

NATURALISTIC PLAY EQUIPMENT



ENVIRONMENTAL INTEGRATED PLAY



WOOD ELEMENTS



INFORMATION KIOSK



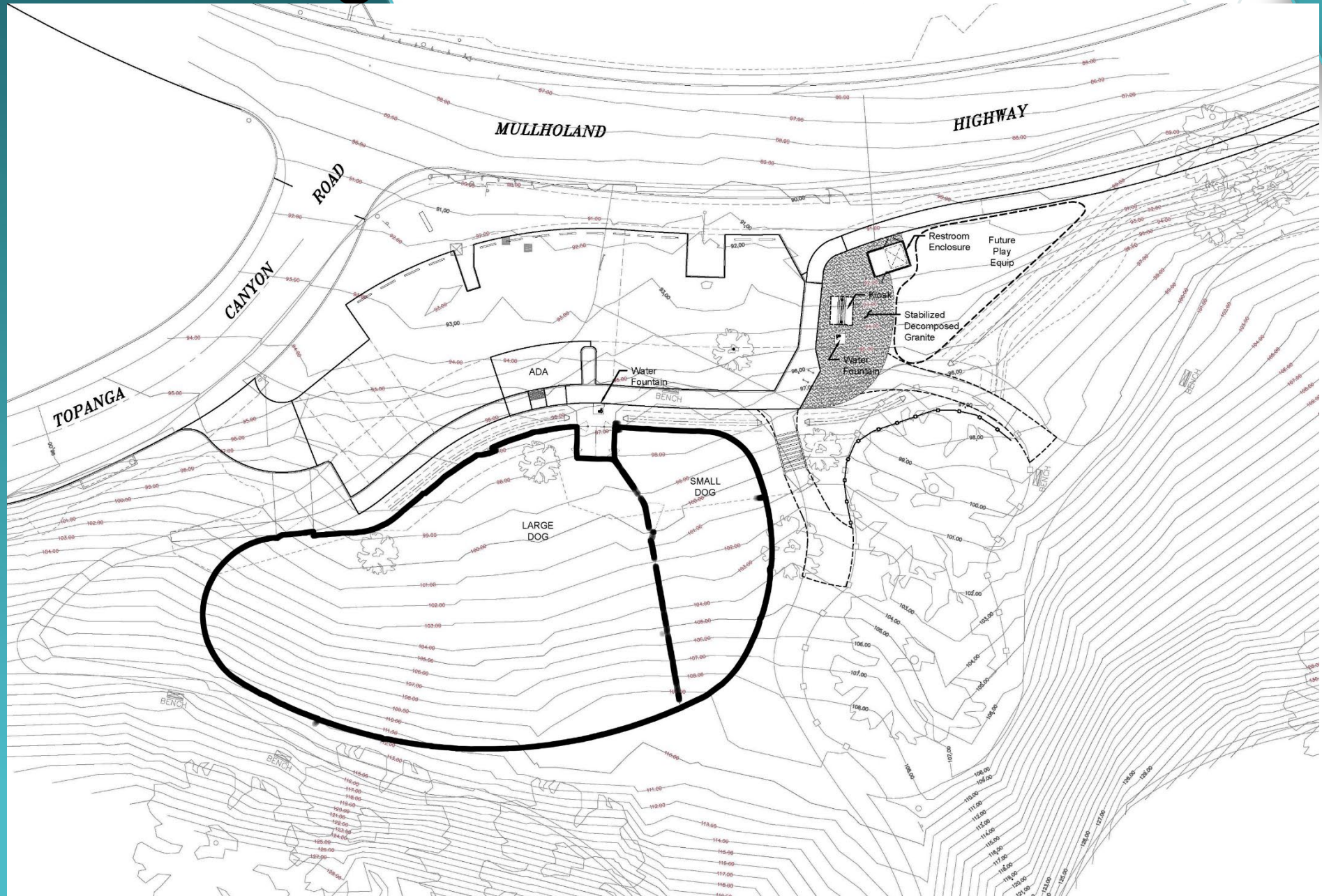
3 RAIL SPLIT FENCING



GRAVEL PARKING



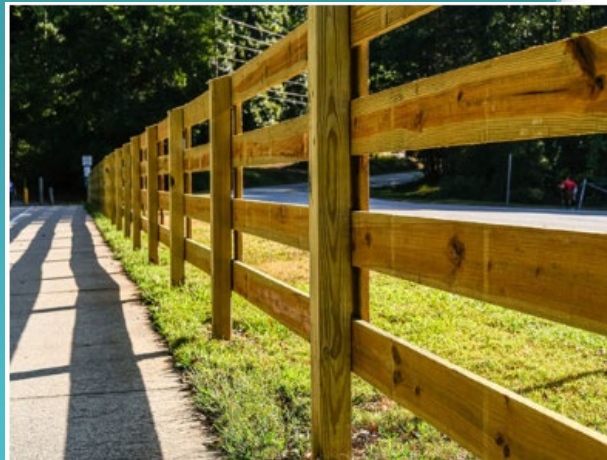
August 2022 Wild Walnut Plan



2023 Wild Walnut Plan



2023 AMENITIES



Model 0204-02 Green



2023 AMENITIES



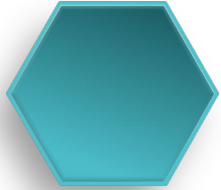
RESTROOMS

PERMANENT Option B

TEMPORARY Option A



Funding



APPROVED BUDGET	AMOUNT		TEMP RESTROOMS – Option A	PERMANENT RESTROOMS – Option B
		FS CONTRACTORS, INC.		
ARPA FUNDS	\$800,000.00	BID AMOUNT	\$1,099,767.00	\$1,340,531.00
RPOSD GRANT FUNDS	\$315,000.00	CONTINGENCY 15%	\$164,965.05	\$201,079.65
TOTAL	\$1,115,000.00	TOTAL	\$1,264,732.05	\$1,541,610.65
		ADD'L ALLOCATION	\$149,732.05	\$426,610.65

COUNCIL ACTION



PROVIDE DIRECTION TO STAFF:

- Determine approval of Option A or Option B
- Approve additional funding allocation
- Award contract to FS Contractors, Inc.



CITY of CALABASAS
CITY COUNCIL AGENDA REPORT

DATE: AUGUST 31, 2023

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: KINDON MEIK, CITY MANAGER
MICHAEL KLEIN, COMMUNITY DEVELOPMENT DIRECTOR, AICP
SPARKY COHEN, BUILDING OFFICIAL

SUBJECT: DISCUSSION OF FIRE SAFETY AND RESILIENCE CODE STANDARDS.
THE PLANNING COMMISSION REVIEWED THIS ITEM ON JUNE 15,
2023 AND PROVIDED RECOMMENDATIONS TO THE CITY COUNCIL.

MEETING DATE: SEPTEMBER 27, 2023

SUMMARY RECOMMENDATION:

Review recommendations by the Planning Commission and provide direction to staff.

BACKGROUND:

Every three years, the State adopts new building codes (known collectively as the California Building Standards Code) to establish uniform standards for the construction and maintenance of buildings, electrical systems, plumbing systems, mechanical systems, fire and life safety systems, as well as providing uniform green building and energy standards. Sections 17922, 17958 and 18941.5 of the California Health and Safety Code require that the latest edition of the California Building Standards Code apply to local construction 180 days after publication. A city or county jurisdiction may amend the provisions of these codes if they justify the amendments due to a climatic, geological, or topographical condition unique to their area.

All architects, engineers, designers, developers, and contractors must be familiar with the codes in effect at the time of plan submittal. The City of Calabasas Community Development Department, as required by State law, cannot approve projects that do not comply with the codes in effect at the time of plan submittal. On October 26, 2022, the City Council adopted the latest edition of the California Building Standards Codes via Ordinance No. 2022-400. Beginning on January 1, 2023, the Calabasas Community Development Department commenced with following State law and now enforces the 2022 Edition of California Building Standards Code (also known as Title 24 of the California Code of Regulations).

As stated above, Title 24 of the California Code of Regulations include uniform standards for the construction of buildings in California (both the Building Code and the Fire Code are contained in Title 24). These standards include those for fire safety, such as the type and use of building materials, fire prevention and fire containment. In addition to the application of building code standards by the Building and Safety Department, all projects are subject to review by the Los Angeles County Fire Department for compliance with State and locally adopted fire codes. Combined, fire regulations are intended to prevent fires and/or limit their spread in homes and buildings, both during construction and throughout the structure's operating life. Fire regulations require active or passive fire safety measures incorporated into new buildings during its construction or implemented in existing structures upon remodels.

At the request of City Council, the Planning Commission discussed the issue of fire safety as it related to the Building Codes and land development at a public meeting on June 15, 2023. After discussion of the item, the Planning Commission identified the following areas of concern for the City Council to consider:

- Communications during an emergency;
- Consider a requirement that new construction provides back-up power;
- Identify sites for shelter during a fire;
- Consider a requirement for rooftop rotary sprinklers in all new development;
- Consider prohibiting gas hook ups in new development; and
- Consider prohibiting combustible plant materials within five feet of structures.

DISCUSSION/ANALYSIS:

California Building Code (CBC): The adopted building codes for the City of Calabasas are located in Chapter 15.04 of the Municipal Code. Primarily, these provisions are directly related to the CBC, which is published in its entirety every

three years by order of the California legislature. The Codes apply to all occupancies in the City unless otherwise noted (for example, essential facilities such as public schools, hospitals, and jails, are under State Jurisdiction for oversight via directives in the CBC, and mobile home parks, are under State oversight via Title 25 of the California Code of Regulations). The City of Calabasas has no "building standard" amendments to the CBC.

As stated above, the City Council adopted the 2022 Edition of the CBC and the County of Los Angeles Fire Code, which became effective on January 1, 2023. One of the main goals of CBC is to ensure the health and safety of buildings, which include standards related to seismic activity, flooding, fires, and energy efficiency.

The newly adopted Building Code also includes Fire Safe Regulations, which must be applied when permitting or approving new parcels (excluding lot line adjustments); building permit applications for new building construction; use permit applications; and road construction. The new Fire Safe Regulations include the following:

- Requires accessory dwelling units (ADUs) and junior accessory dwelling units (JADUs) to comply with Fire Safe Regulations;
- Allows the City to conduct their own inspections in the VHFHSZ without State Board of Forestry and Fire Protection certification or delegation;
- Provide additional detail on when exceptions are merited for building setback requirements;
- the Updated Fire Safe Regulations require "the most protective requirements in the California Building Code; and
- Number of entry points for building construction which requires fuel breaks will be determined by City in consultation with LA County Fire Department.

The Building Code and the Fire Code contain frequent cross references, which are complementary rather than contradictory. For example, when the Fire Code considers exterior building finishes, and fire resistivity, it states they shall comply with the Building Code. Likewise, when the CBC considers fire sprinklers, it references the Fire Code. In regards to exterior walls, the CBC requires exterior building surfaces and materials to be either non-combustible or ignition resistant, depending on the specific building component. The terms 'non-combustible' and 'ignition resistant' are defined by specific engineering and testing standards to allow for evaluation of building materials for compliance with fire resistance requirements and minimize confusion on the part of building designers and code officials. These fire resistance requirements govern roofing materials, exterior wall construction, building ventilation openings, and the construction of accessory structures like porches and patio covers. Further, the protection of buildings by fire sprinkler systems has significantly reduced fire related losses in both new

construction and those buildings which have undergone significant remodels or additions.

The prevention of fire damage to residential and commercial properties is based on a combination of building construction and landscaping requirements. Requirements include code-mandated brush clearance to provide a defensible perimeter around properties, reducing the accumulation of quantities of fuel loads in these areas, and managing vegetation planting to less combustible varieties. While it is understood that the notion of 'fire-proof' can be practically difficult to attain for any given property, fire resistance and related resilience is attained by a combination of property landscaping and building construction. The City of Calabasas, with Very High Fire Hazard Severity Zone city-wide classification and related CBC construction requirements, employs some of the most restrictive building requirements, which has resulted in significantly lower fire losses in structures constructed under these standards. Older buildings constructed prior to these stringent code provisions are required to comply with the current standards when they are significantly altered or re-constructed.

LA County Fire Department: The Los Angeles County Fire Department (LACFD) provides fire protection services for the City of Calabasas, which includes the implementation of the State's Fire Code (the County of Los Angeles has many amendments to the "State Fire Code") and via the City's agreement, it is LACFD's responsibility to enforce Title 32, the LA County Fire Code which relate to regulations affecting structures, process, premises, and safeguards related to fire safety. Specifically, for all new development, the LACFD fire prevention unit enforces requirements for fire hydrant systems, water supply, fire equipment access, posting of fire equipment access, parking, lot identification, weed abatement, and combustible brush and vegetation that represents an imminent fire hazard, debris abatement, combustible storage abatement including flammable liquid storage, hazardous material storage and use, open-flame and open-burning, within the jurisdiction of the County of Los Angeles Fire Department as per California Health and Safety Code Sections 18691 and 18873.5.

The CBC provides a regulatory framework for VHFHSZ building construction requirements, specifically in the provisions of Chapter 7A, which is adopted by the California State Fire Marshal. These provisions are adopted locally by the LACFD and implemented in accordance with fire zone severity maps. Calabasas is included comprehensively in the Very High Fire Hazard Severity Zone Web Map (arcgis.com), which requires the most restrictive fire resistance provisions for both building construction and vegetation clearance around properties.

The LACFD is a critical component of the project review process for development within the City. Representatives from LACFD are on the City's Development

Review Committee distribution list and have an opportunity to review every project before it comes to the Planning Commission. Furthermore, LACFD approval is required prior to the issuance of Building Permits. Finally, LACFD is the agency responsible for establishing and enforcing defensible space requirements, such as proper fuel modification and brush clearance. The final landscape plan and material installation is subject to review and approval by LACFD. The result is that Building regulations are enforced jointly by the Community Development Department's Building and Safety Division and the County of Los Angeles Fire Department in their review of building plans for fire resistance requirements, together with field inspection of building construction.

Calabasas Development Code: Title 17 of the CMC contains the Land Use and Development Code of the City of Calabasas. The purpose of Title 17 is to implement the policies of the General Plan by classifying and regulating development of land and structures within the City. More specifically, the purposes of the Development Code are to:

- Provide standards for the orderly growth and development of the city that will assist in maintaining a high quality of life without causing unduly high development costs or unduly restricting private enterprise, initiative or innovation in design;
- Implement the Calabasas General Plan by encouraging the uses of land designated by the General Plan and avoiding conflicts between land uses;
- Conserve and protect the natural resources of the City;
- Create a comprehensive and stable pattern of development and land uses upon which to plan transportation, water supply, sewerage and other public facilities and utilities;
- To provide regulations for the subdivision of land in accordance with the Subdivision Map Act, Title 7, Section 4, Division 2 of the California Government Code §§ 66410-66499.58; and
- To provide regulations consistent with state planning and zoning laws.

To achieve the above stated purposes, the Development Code includes standards applicable to each zoning district and/or overlay, such as setbacks, lot coverage, pervious surface requirements, height limits, and minimum lot size. Furthermore, the Development Code includes requirements for specific types of development, such as ADUs, Mixed Use Projects and development within designated scenic corridors. The Development Code also includes standards for specific features of development, including but not limited to lighting, parking, landscaping, signs, historic preservation, subdivisions and affordable housing. The Development Code does not include provisions for fire safety because that is handled by the State Fire

Code found within the CBC and enforced by the LACFD and Building and Safety, as discussed above.

Fire Hardening: Previous building codes and associated regulations were not as restrictive as current standards, and many existing buildings in the City do not comply with these current requirements. Evolving understanding of fire science, supported by practical experience, has established that wind-borne embers (commonly referred to as ember cast) may travel many miles, and the traditional notion that fire hazard is related to immediate proximity to wildland areas and other open space have been challenged in recent years. As a result, the purpose of Fire Hardening is to retrofit and maintain homes to increase the chance of survival during a wildfire event. While there are no requirements in the CMC for property owners to “harden” their homes, the City provides information and resources on best practices for Fire Hardening. Furthermore, there are various state agencies and non-profit organizations that provide free and/or low-cost Home Fire Hardening services. Additionally, new State laws require property owners to make Fire Hardening disclosures to prospective buyers when selling their home.

FISCAL IMPACT/SOURCE OF FUNDING:

All development costs are borne by the applicant. No fiscal impacts or City costs are associated with discussion of this issue.

REQUESTED ACTION:

That the City Council review the Planning Commissioner’s recommendations and provide direction to staff.

ATTACHMENTS:

- Attachment A: CAL Fire FAQ – Fire Hazard Severity Zones
- Attachment B: PowerPoint Presentation



FREQUENTLY ASKED QUESTIONS ABOUT: *2022 Fire Hazard Severity Zones*

Fire Hazard Severity Zones Explained

- **What is a “Fire Hazard Severity Zone,” or FHSZ?**
 - **Answer:** Public Resource Code 4202; The State Fire Marshal shall classify lands within state responsibility areas into fire hazard severity zones. Each zone shall embrace relatively homogeneous lands and shall be based on fuel loading, slope, fire weather, and other relevant factors present, including areas where winds have been identified by the department as a major cause of wildfire spread. Government Code 51178; The State Fire Marshal shall identify areas in the state as moderate, high, and very high fire hazard severity zones based on consistent statewide criteria and based on the severity of fire hazard that is expected to prevail in those areas. Moderate, high, and very high fire hazard severity zones shall be based on fuel loading, slope, fire weather, and other relevant factors including areas where winds have been identified by the Office of the State Fire Marshal as a major cause of wildfire spread.

When were the maps last updated?

- **Answer:** In 2007, CAL FIRE updated the FHSZs for the entire State Responsibility Area (SRA). Between 2008-2011 the department worked with local governments to make recommendations of the Very High Fire Hazard Severity Zones within Local Responsibility Areas (LRA).

- **When will the maps be updated?**

- **Answer:** Over the past few years, CAL FIRE has been building the new model for a 2022 update. The latest technologies will be used in the mapping and will include new factors now available including land use changes, recent fire history, new significant wind event data, as well as a model that is more spatially detailed.

- **Why are fire hazard severity maps being updated?**

- **Answer:** The hazard maps are being updated to more accurately reflect the zones in California that are susceptible to wildfire. The hazard mapping process will incorporate new science in local climate data and improved fire assessment modeling in determining hazard ratings.

- **What do Fire Hazard Severity Zones measure?**

- **Answer:** The Fire Hazard Severity Zone map evaluates “**hazard**,” not “**risk**”. The map is like flood zone maps, where lands are described in terms of the probability level of a particular area being inundated by floodwaters, and not specifically prescriptive of impacts. “**Hazard**” is based on the physical conditions that create a likelihood and expected fire behavior over a 30 to 50-year period without considering mitigation measures such as home hardening, recent wildfire, or fuel reduction efforts. “**Risk**” is the potential damage a fire can do to the area under existing conditions, accounting for any modifications such as fuel reduction projects, defensible space, and ignition resistant building construction.

- **Where do Fire Hazard Severity Zones apply?**

- **Answer:** Fire Hazard Severity Zones are found in areas where the state has financial responsibility for wildfire protection and prevention, called the State Responsibility Area. More than 31 million acres are in this area. Under Senate Bill 63 (Stern, 2021) Government

Code 51178 was amended to add the Moderate and High Fire Hazard Severity Zones with the Very High in local jurisdictions.

- **What are the uses of Fire Hazard Severity Zones?**
 - **Answer:** The zones are used for several purposes including to designate areas where California’s defensible space standards and wildland urban interface building codes are required. They can be a factor in real estate disclosure, and local governments may consider them in their general plan.
- **Is there an easy way to determine the Fire Hazard Severity Zone of my property?**
 - **Answer:** You can search by address to find your current designation on the web at: osfm.fire.ca.gov/FHSZ
- **What are the key elements of the Fire Hazard Severity Zone model?**
 - **Answer:** The fire hazard severity model for wildland fire has two key elements: probability of an area burning and expected fire behavior under extreme fuel and weather conditions. The zones reflect areas that have similar burn probabilities and fire behavior characteristics. The factors considered in determining fire hazard within wildland areas are fire history, flame length, terrain, local weather, and potential fuel over a 50-year period. Outside of wildlands, the model considers factors that might lead to buildings being threatened, including terrain, weather, urban vegetation cover, blowing embers, proximity to wildland, fire history, and fire hazard in nearby wildlands. FHSZs are not a structure loss model, as key information regarding structure ignition (such as roof type, etc.) is not included.
- **How do the Fire Hazard Severity Zone Maps differ from California Public Utilities Commission (CPUC) High Fire Threat District Maps?**
 - **Answer:** The California Public Utilities Commission (CPUC) sponsored map, known as "CPUC High Fire Threat District Map" (HFTD), includes similar factors as those in the FHSZ maps, however the CPUC HFTD Map is designed specifically for identifying areas where there is an increased risk for utility associated wildfires. As such, the CPUC map includes fire hazards associated with historical powerline-caused wildfires, current fuel conditions, and scores areas based on where fires start, as opposed to where potential fires may cause impacts.
- **Why is my property in a different zone than the adjacent area, which looks similar?**
 - **Answer:** In non-wildland areas, zone edges occur based on distance to the wildland edge. Because hazard in these areas is largely determined by incoming embers from adjacent wildland, urban areas that are similar in vegetation type and housing density may have a change in FHSZ class as the distance to the wildland edge increases. Areas immediately adjacent to wildland receive the same FHSZ score as that wildland where fire originates, and the model then produces lower scores as the distance to wildland edge increases.

In wildland areas, zone edges are a result of the way zones are delineated. Specifically, zones represent areas of similar slope and fuel potential. Zone boundaries divide zones based on geographic and vegetation features that align with fire hazard potential; although, at a local scale, it may appear that the immediate area is similar on both sides of the edge. The class value within a zone is based on the average hazard score across the whole zone, so areas that are in the same zone but not immediately adjacent to a local area can have an influence on the final zone classification.

Data Related Questions

- **How are Fire Hazard Severity Zones determined?**
 - **Answer:** CAL FIRE used the best available science and data to develop, and field test a model that served as the basis of zone assignments. The model evaluated the probability of the area burning and potential fire behavior in the area. Many factors were included such as fire history, vegetation, flame length, blowing embers, proximity to wildland, terrain, and weather.
- **What new data will be included in the new model, and how does this differ from the previous model?**
 - **Answer:** A 2 km grid of climate data covering the years 2003-2018 is being used in the update. The previous model used stock weather inputs across the state to calculate wildland fire intensity scores. The updated model will adjust fire intensity scores based on the most extreme fire weather at a given location, considering temperature, humidity, and wind speed. In addition, ember transport is being modeled based on local distributions of observed wind speed and direction values instead of using a generic buffer distance for urban areas adjacent to wildlands.
- **What is the difference between the various Fire Hazard Severity Zones?**
 - **Answer:** Classification of a wildland zone as Moderate, High or Very High fire hazard is based on the average hazard across the area included in the zone, which have a minimum size of 200 acres. In wildlands, hazard is a function of modeled flame length under the worst conditions and annual burn probability. Both these factors generally increase with increasing hazard level, but there may be instances where one value is Very High and the other is low, pushing the overall hazard into a more intermediate ranking. On average, both modeled flame length and burn probability increase by roughly 40-60% between hazard classes. Classification outside of wildland areas is based on the fire hazard of the adjacent wildland and the probability of flames and embers threatening buildings.
- **Why does the model place an emphasis on the spread of embers?**
 - **Answer:** Embers spread wildfire because they can travel long distances in the wind and ignite vegetation, roofs, attics (by getting into vents), and decks.
- **Is the GIS data for Fire Hazard Severity Zones available for download?**
 - **Answer:** The data inputs used to develop the Fire Hazard Severity Zones are identified in the Initial Statement of Reasons (ISOR) [Title 19 Development \(ca.gov\)](#). CAL FIRE has developed an additional data package which consists of sequential modeling steps, including any data inputs that were not already publicly available and referenced in the ISOR. The data package encompasses 34 spatial datasets and 8 tables, provided in raster, polygon, and table format. These datasets are formatted for Esri ArcGIS software, except for four tables provided in Excel. Ten of the datasets are updated versions used to produce an edited SRA FHSZ map following the public comment period that ended April 4, 2023. Upon formal adoption of the FHSZ map, the final SRA FHSZ geospatial data file will become available. The data package is available on the FHSZ website [Fire Hazard Severity Zones \(ca.gov\)](#) under the science and methods banner.
 -
- **Why do waterbodies have a Fire Hazard Severity Zone Classification?**
 - **Answer:** All areas in State Responsibility Area, including water bodies, require a fire hazard severity zone designation. The 2007 FHSZ maps zoned all water as moderate by default. In the 2022 FHSZ model we added a buffer of FHSZ from the surrounding wildland into water bodies to account for potential threat of embers to buildings on docks and house boats, as well as variation in reservoir height that occurs with drought.

State Regulated Area Questions

- **What is “State Responsibility Area,” or SRA?**
 - **Answer:** SRA is a legal term defining the area where the state has financial responsibility for wildland fire protection and prevention. Incorporated cities and federal ownership are not included. Within the SRA, CAL FIRE is responsible for fire prevention and suppression. There are more than 31 million acres in SRA, with an estimated 1.7 million people and 800,000 existing homes.
- **How is state responsibility area determined?**
 - **Answer:** The Board of Forestry and Fire Protection (Board) classifies land as State Responsibility Area. The legal definition of SRA is found in the Public Resources Code Section 4125. The Board has developed detailed procedures to classify lands as State Responsibility Area. Lands are removed from SRA when they become incorporated by a city, change in ownership to the federal government, become more densely populated, or are converted to intensive agriculture that minimizes the risk of wildfire. While some lands are removed from SRA automatically, the Board typically reviews changes every five years.
- **What Fire Hazard Severity Zones are in State Responsibility Area?**
 - **Answer:** All of the State Responsibility Area is in a Fire Hazard Severity Zone. Lands are either ranked as Moderate, High or Very High Fire Hazard Severity Zones.
- **What are the wildland urban interface (WUI) building codes in State Responsibility Area?**
 - **Answer:** The WUI building codes (California Building Code (CBC) Chapter 7A) reduce the risk of embers fanned by wind-blown wildfires from igniting buildings. The codes for roofing, siding, decking, windows, and vents apply throughout all state responsibility area regardless of the fire hazard severity ranking. Ember-resistant building materials can be found at: <https://osfm.fire.ca.gov/divisions/fire-engineering-and-investigations/building-materials-listing/>

Local Regulated Area Questions

- **What is “Local Responsibility Area”, or LRA?**
 - **Answer:** Local Responsibility Areas (LRA) are incorporated cities, urban regions, agriculture lands, and portions of the desert where the local government is responsible for wildfire protection. This is typically provided by city fire departments, fire protection districts, counties, and by CAL FIRE under contract.
- **What is the “Bates Bill”?**
 - **Answer:** The “Bates Bill” (AB 337), Government Code Section 51175, was prompted by the devastating Oakland Hills Fire of 1991. This mid-1990s legislation calls for CAL FIRE to evaluate fire hazard severity in local responsibility area and to make a recommendation to the local jurisdiction where very high FHSZs exist. The Government Code then provides direction for the local jurisdiction to take appropriate action.
- **How are Fire Hazard Severity Zones determined in local responsibility areas?**
 - **Answer:** CAL FIRE uses an extension of the state responsibility area Fire Hazard Severity Zone model as the basis for evaluating fire hazard in Local Responsibility Area. The Local Responsibility Area hazard rating reflects flame and ember intrusion from adjacent

wildlands and from flammable vegetation in the urban area.

- **What are the requirements for landowners in FHSZs in local responsibility areas? GC51189**
 - **Answer:** California’s WUI building codes (CBC Chapter 7A) apply to the design and construction of new buildings located in High and Very High FHSZs in Local Responsibility Areas. Local ordinances may require ignition resistant construction for remodel projects. Check with your local building department to determine which ignition resistant building codes apply to your project. In addition, Government Code Section 51182 calls for defensible space clearance and other wildland fire safety practices for buildings. Owners are also required to make a natural hazard disclosure as part of a real estate transfer. For information regarding “home hardening” and defensible space clearance, visit www.ReadyForWildfire.org.
- **Does the designation of Very High Fire Hazard Severity Zones in the Local Responsibility Area trigger the 100-foot clearance requirement?**
 - **Answer:** Yes, per Government Code 51182 unless a local government has passed a more stringent requirement, the 100-foot defensible space clearance applies. For information regarding “home hardening” and defensible space clearance, visit www.ReadyForWildfire.org.
- **How does CAL FIRE assist Local Governments in Fire Hazard Severity Zones?**
 - **Answer:** CAL FIRE’s Land Use Planning Program is a specialized unit that provides support to local governments by providing fire safety expertise on the State’s wildland urban interface building codes, wildfire safety codes, as well as helping in the development of the safety elements in general plans. Currently there are 189 cities and 56 counties with FHSZ.
- **What is the process for developing Fire Hazard Severity Zones in the Local Responsibility Area?**
 - **Answer:** CAL FIRE uses the same modeling data that is used to map the State Responsibility Area. The department works with local jurisdictions for validation of the mapping. The map, along with a model ordinance, are then sent to the governing body for adoption.
- **How are the new Fire Hazard Severity Zones impacting development?**
 - **Answer:** Many of the changes expanding fire hazard severity zones in local responsibility areas (LRA) have been supported by the building industry. CAL FIRE works closely with the building industry when setting various building codes and defensible space requirements, so we are working together to not affect development itself but to make sure development matches the hazards of that area.
- **When will the Local Responsibility Area Map be released?**
 - **Answer:** The Local Responsibility Area Map Process will happen after the State Responsibility Area process has been completed, which is estimated to occur in winter of 2023/24.
- **Why haven’t Moderate and High Fire Hazard Severity Zone classes been classified before in the Local Responsibility Area?**
 - **Answer:** New legislation, Senate Bill 63 (Stern, 2021), now requires the adoption of all three Fire Hazard Severity Zone classes in the Local Responsibility Area. Previously only Very High Fire Hazard Severity Zones were required for adoption in Local Responsibility Areas.

Insurance Related Questions

- **Will the new fire hazard severity zones affect my ability to get or maintain insurance?**
 - **Answer:** Insurance companies use risk models, which differ from hazard models, because they consider the susceptibility of a structure to damage from fire and other short-term factors that are not included in hazard modeling. It is unlikely that insurance risk models specifically call out CAL FIRE Fire Hazard Severity Zones as a factor, but much of the same data that is used in the fire hazard severity zone model are likely included in the insurance companies' risk models. However, insurance risk models incorporate many additional factors and factors that change more frequently than those that CAL FIRE includes in its hazard mapping, which is built to remain steady for the next 10+ years.

Resources, Additional Information, and Contact Information

- To find the current FHSZ designation for a property, visit FHSZ Map Viewer (ca.gov).
- Helpful links:
 - FHSZ Website:
 - osfm.fire.ca.gov/FHSZ
 - FHSZ Map Viewer:
 - [FHSZ Map Viewer \(ca.gov\)](https://www.fire.ca.gov/fhsz-map-viewer)
- Contacts for FHSZ for Public Questions:
 - (916) 633-7655
 - FHSZinformation@fire.ca.gov

Fire Safety Code Standards



CITY *of* CALABASAS

September 27, 2023

Discussion Topics

- California Building Code
- LA County Fire Code
- Fire Hazard Severity Zones (FHSZ)
- Home Fire Hardening
- Planning Commission Recommendations



California Building and Fire Code

Title 24 of the CA Code of Regulations

- Uniform standards for the construction of buildings in CA
- Updated every three years
- Includes both the Building Code and Fire Code
- Applies to all construction
- Enforced by the Building and Safety Department and LA County Fire Department
- Intent is to prevent fires and/or limit the spread of fires
- Fire standards include:
 - Type and use of building materials
 - Fire prevention
 - Fire containment



LA County Fire Code

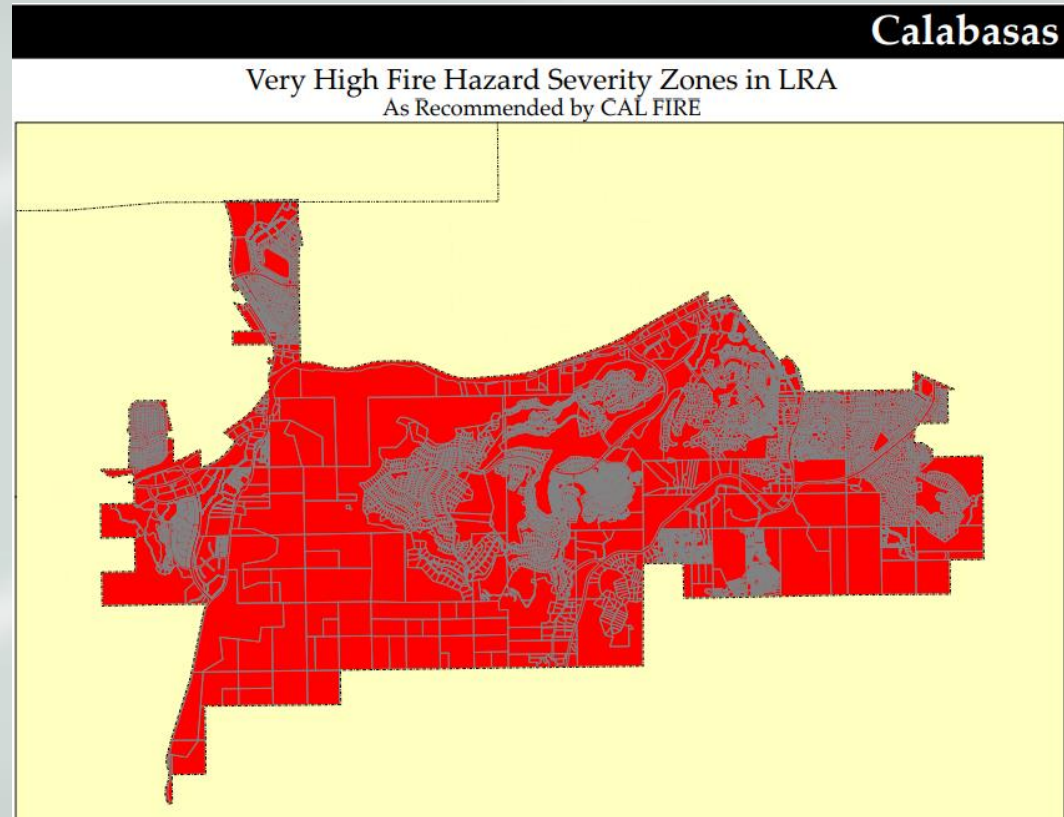
Title 32 of the LA County Code

- Implementation of the State Fire Code with local amendments
- Fire Department Review at DRC and Plan Check
- Fire Department enforces requirements for:
 - Fire hydrants
 - Water supply
 - Fire equipment access
 - Lot identification
 - Weed abatement
 - Landscape / defensible space



Fire Hazard Severity Zones

- Established by State Fire Marshall
- Based on hazard not risk
- Establishes building requirements based on zones
- Classifications include:
 - Moderate
 - High
 - Very High



Very High Fire Hazard Severity Zone (VHFSZ)



Home Fire Hardening

90% of the City's housing stock was built prior to 2000's:

- Most existing homes do not meet current fire code standards.
- What is Fire (Home) Hardening?



Fire Safety Codes

City Council

September 27, 2023

Home Fire Hardening

Available Resources:

- [City of Calabasas - https://www.cityofcalabasas.com/government/public-safety-emergency-preparedness/emergency-preparedness](https://www.cityofcalabasas.com/government/public-safety-emergency-preparedness/emergency-preparedness)
- Resource Conservation District of the Santa Monica Mountains - <https://www.rcdsmm.org/what-we-do/home-ignition-zone-evaluations/>
- Emergency Preparedness in Calabasas (EPIC) – <https://epic-fsc.com/>
- Cal Fire - <https://www.readyforwildfire.org/prepare-for-wildfire/get-ready/hardening-your-home/>



Fire Safety Codes

City Council

September 27, 2023

Planning Commission Recommendations

June 15, 2023:

- Communications during an emergency.
 - This is the purview of the Public Safety and Emergency Preparedness Department.
- Consider a requirement that new construction provides back up power
 - Can be added to the Building Code.
- Identify sites for shelter during a fire.
 - Already identified in the Safety Element.
- Consider a requirement for rooftop rotary sprinklers in all new development.
 - Can be added as a building code requirement.
- Consider prohibiting gas hook ups in new development.
 - Can be added as a building code requirement.
- Consider prohibiting combustible plant material within five feet of structures.
 - Defensible Space requirements are under the purview of LA County Fire.



Fire Safety Codes

City Council

September 27, 2023

Recommendation

That the City Council provide further direction to staff.





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Administrative Services					
117341	9/13/2023	PECKHAM & MCKENNEY, INC.	RECRUITING SERVICES	9,000.00	Administrative Services
117257	9/6/2023	APPLE ONE	TEMP STAFFING- RECEPTIONIST	1,173.09	Administrative Services
117298	9/13/2023	APPLE ONE	TEMP STAFFING-RECEPTIONIST	1,128.92	Administrative Services
117298	9/13/2023	APPLE ONE	TEMP STAFFIIG-RECEPTIONIST	468.75	Administrative Services
117342	9/13/2023	PETTY CASH	CITY HALL PETTY CASH REPLENISH	27.38	Administrative Services
Total Amount for 5 Line Item(s) from Administrative Services				\$11,798.14	
City Attorney					
117329	9/13/2023	LIEBERT CASSIDY WHITMORE	HR LEGAL SERVICES	14,738.00	City Attorney
117279	9/6/2023	LIEBERT CASSIDY WHITMORE	HR LEGAL SERVICES	10,662.00	City Attorney
117279	9/6/2023	LIEBERT CASSIDY WHITMORE	HR LEGAL SERVICES	8,222.65	City Attorney
Total Amount for 3 Line Item(s) from City Attorney				\$33,622.65	
City Council					
117359	9/13/2023	UNITED STATES CONFERENCE OF	US CONF OF MAYORS MEMBERSHIP	1,992.00	City Council
117276	9/6/2023	KRAUT/PETER//	SUBSCRIPTIONS/EVENT TICKET	518.13	City Council
117261	9/6/2023	BOZAJIAN/JAMES R.//	OFFICE SUPPLIES/EVENT PARKING	203.97	City Council
117276	9/6/2023	KRAUT/PETER//	SUBSCRIPTIONS/EVENT TICKET	116.00	City Council
117361	9/13/2023	WEINTRAUB/ALICIA//	REIMB CELL PH 8/28/23-9/27/23	60.00	City Council
117342	9/13/2023	PETTY CASH	CITY HALL PETTY CASH REPLENISH	40.34	City Council
117276	9/6/2023	KRAUT/PETER//	SUBSCRIPTIONS/EVENT TICKET	36.00	City Council
117261	9/6/2023	BOZAJIAN/JAMES R.//	OFFICE SUPPLIES/EVENT PARKING	35.00	City Council
Total Amount for 8 Line Item(s) from City Council				\$3,001.44	
City Management					
117311	9/13/2023	CRISCOM PUBLIC RELATIONS INC	CONSULTING SERVI WEST VILLAGE	5,000.00	City Management
Total Amount for 1 Line Item(s) from City Management				\$5,000.00	
Civic Center O&M					
117347	9/13/2023	SECURAL SECURITY CORP	STANDING OFFICER 09/23	3,765.64	Civic Center O&M
117347	9/13/2023	SECURAL SECURITY CORP	STANDING OFFICER 09/23	1,882.82	Civic Center O&M
117280	9/6/2023	MESA ENERGY SYSTEMS INC	CHILLER REPAIR	836.50	Civic Center O&M



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117280	9/6/2023	MESA ENERGY SYSTEMS INC	CHILLER REPAIR	836.50	Civic Center O&M
117320	9/13/2023	GROWING ROOTS	PLANT CARE CH	525.00	Civic Center O&M
117347	9/13/2023	SECURAL SECURITY CORP	PATROL CAR SERVICES 09/23	322.49	Civic Center O&M
117347	9/13/2023	SECURAL SECURITY CORP	PATROL CAR SERVICES 09/23	288.66	Civic Center O&M
117320	9/13/2023	GROWING ROOTS	PLANT CARE LIBRARY 09.23	265.00	Civic Center O&M
117347	9/13/2023	SECURAL SECURITY CORP	PATROL CAR SERVICES 09/23	261.61	Civic Center O&M
117347	9/13/2023	SECURAL SECURITY CORP	PATROL CAR SERVICES 09/23	200.73	Civic Center O&M
117357	9/13/2023	TUTTLE FAMILY ENTERPRISES, INC	JANITORIAL SERVICES 08/23	150.00	Civic Center O&M
117357	9/13/2023	TUTTLE FAMILY ENTERPRISES, INC	JANITORIAL SERVICOCES 08/23	150.00	Civic Center O&M
117347	9/13/2023	SECURAL SECURITY CORP	PATROL CAR SERVICES 09/23	40.00	Civic Center O&M

Total Amount for 13 Line Item(s) from Civic Center O&M

\$9,524.95

Community Development

117313	9/13/2023	DAPEER, ROSENBLIT & LITVAK	PROSECUTOR	330.00	Community Development
117312	9/13/2023	CRISP IMAGING	DIGITAL COPIES OF PLANS	40.46	Community Development

Total Amount for 2 Line Item(s) from Community Development

\$370.46

Community Services

117352	9/13/2023	THE SAUCE CREATIVE SERVICES CO	RECREATION BROCHURE FALL 2023	25,196.86	Community Services
117265	9/6/2023	FACILITRON, INC.	GYM RENTAL/AE WRIGHT M.S.	19,260.07	Community Services
117325	9/13/2023	JMD LANDSCAPE ARCHITECTURE	WILD WALNUT CIP PROJECT	15,000.00	Community Services
117353	9/13/2023	THORNTON/JOHN PAUL//	INSTRUCTOR-ART AND COLOR	6,836.90	Community Services
117274	9/6/2023	J & A RENTS AND SELLS INC	CONCERT EQUIPMENT 8/23	3,833.82	Community Services
117282	9/6/2023	NEWBURY PARK TREE SERVICE INC	LANDSCAPE MAINTENANCE	3,404.60	Community Services
117288	9/6/2023	UNITED SITE SERVICES OF CA INC	RESTROOMS-7/4	2,890.80	Community Services
117298	9/13/2023	APPLE ONE	TEMP STAFFING-ADMIN AST	1,651.40	Community Services
117324	9/13/2023	J. BEE NP PUBLISHING LTD	PUBLIC NOTICES	1,580.25	Community Services
117257	9/6/2023	APPLE ONE	TEMP STAFFING- ADMIN ASST	1,472.00	Community Services
117298	9/13/2023	APPLE ONE	TEMP STAFFING-EXEC ASST	1,472.00	Community Services
117343	9/13/2023	PYRO-COMM SYSTEMS INC	FIRE ALARM MAINTENANCE	945.00	Community Services
117321	9/13/2023	HASA INC	POOL SERVICE	925.00	Community Services
117338	9/13/2023	ONTARIO REFRIGERATION SVC INC	REFRIG MAINT	860.50	Community Services
117284	9/6/2023	SECURAL SECURITY CORP	SUMMER CONCERT SECURITY	824.68	Community Services
117284	9/6/2023	SECURAL SECURITY CORP	SUMMER CONCERT SECURITY	824.68	Community Services
117363	9/13/2023	WILLIAMS/KYLA//	INSTRUCTOR-SAVVY SENIOR SINGER	812.70	Community Services
117340	9/13/2023	PARAMESH/KALANIDHI//	INSTRUCTOR- MAH JONGG	810.60	Community Services



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117291	9/6/2023	WAXIE SANITARY SUPPLY	CLEANING SUPPLIES PARKS	783.00	Community Services
117303	9/13/2023	BENDAVID/MICHAEL//	INSTRUCTOR-LINE DANCING	661.50	Community Services
117260	9/6/2023	BARRY KAY ENTERPRISES, INC.	PLAYERS BAG	625.25	Community Services
117288	9/6/2023	UNITED SITE SERVICES OF CA INC	RESTROOMS- 8/6 CONCERT	602.26	Community Services
117358	9/13/2023	UNITED SITE SERVICES OF CA INC	SUMMER CONCERTS	602.26	Community Services
117309	9/13/2023	CPRS	CPRS MBSHP-#002730/#111058	570.00	Community Services
117300	9/13/2023	AZTECA LANDSCAPE	LANDSCAPE MAINTENANCE	450.00	Community Services
117336	9/13/2023	NICHOLSON/TRISSA//	INSTRUCTOR-SAAVY SENIOR FITNES	446.25	Community Services
117315	9/13/2023	ESGRO/DONNA BURKE//	INSTRUCTOR-BUTTERFLY BOOK	439.60	Community Services
117348	9/13/2023	SHOEMAKER/BONNIE//	INSTRUCTOR-UCLA MEMORY TRAIN	381.15	Community Services
117288	9/6/2023	UNITED SITE SERVICES OF CA INC	GATES CANYON FENCING 07/23	334.43	Community Services
117347	9/13/2023	SECURAL SECURITY CORP	PATROL CAR SERVICES 09/23	288.66	Community Services
117347	9/13/2023	SECURAL SECURITY CORP	PATROL CAR SERVICES 09/23	288.66	Community Services
117347	9/13/2023	SECURAL SECURITY CORP	PATROL CAR SERVICES 09/23	288.66	Community Services
117297	9/13/2023	ANIMAL & INSECT PEST MGMT INC	PEST CONTROL	268.92	Community Services
117337	9/13/2023	NIKOLOVSKI/JENNY//	INSTRUCTOR-SIMPLYFIT	251.30	Community Services
117326	9/13/2023	KISHIMOTO/RAINE//	REIMBURSEMENT EVENT CLEANUP	200.00	Community Services
117320	9/13/2023	GROWING ROOTS	CONTRACTUAL SERVICES	195.00	Community Services
117331	9/13/2023	MIZRAHI/MIRI//	INSTRUCTOR-GREETING CARDS	192.50	Community Services
117347	9/13/2023	SECURAL SECURITY CORP	PATROL CAR SERVICES 09/23	167.28	Community Services
117287	9/6/2023	TUTTLE FAMILY ENTERPRISES, INC	RENTAL FOUNDERS CLEANING 08/23	150.00	Community Services
117306	9/13/2023	CLARK PEST CONTROL	PEST SERVICES DE ANZA 08/23	117.00	Community Services
117318	9/13/2023	GLOBAL CUSTOM SECURITY INC	ALARM SERVICES	105.00	Community Services
117347	9/13/2023	SECURAL SECURITY CORP	PATROL CAR SERVICES 09/23	88.64	Community Services
117316	9/13/2023	FERRARA/MALEA//	MILEAGE REIMBURSEMENT	33.67	Community Services

Total Amount for 43 Line Item(s) from Community Services	\$97,132.85
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Finance

117351	9/13/2023	STAPLES	OFFICE SUPPLIES	83.88	Finance
117351	9/13/2023	STAPLES	OFFICE/KITCHEN SUPPLIES	26.51	Finance
117351	9/13/2023	STAPLES	OFFICE SUPPLIES	4.22	Finance

Total Amount for 3 Line Item(s) from Finance	\$114.61
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Library

117270	9/6/2023	INGRAM LIBRARY SERVICES	BOOKS	699.54	Library
117259	9/6/2023	BAKER & TAYLOR, LLC	BOOKS	497.55	Library



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117259	9/6/2023	BAKER & TAYLOR, LLC	BOOKS	387.06	Library
117323	9/13/2023	INGRAM LIBRARY SERVICES	BOOKS	385.32	Library
117259	9/6/2023	BAKER & TAYLOR, LLC	BOOKS	182.60	Library
117259	9/6/2023	BAKER & TAYLOR, LLC	BOOKS	163.46	Library
117259	9/6/2023	BAKER & TAYLOR, LLC	BOOKS	96.16	Library
117323	9/13/2023	INGRAM LIBRARY SERVICES	BOOKS	79.52	Library
117259	9/6/2023	BAKER & TAYLOR, LLC	BOOKS	44.75	Library
117304	9/13/2023	BLACKSTONE PUBLISHING	DVDS	44.60	Library
117270	9/6/2023	INGRAM LIBRARY SERVICES	BOOKS	36.24	Library
117304	9/13/2023	BLACKSTONE PUBLISHING	AUDIOBOOKS	36.20	Library
117304	9/13/2023	BLACKSTONE PUBLISHING	AUDIOBOOKS	33.19	Library
117259	9/6/2023	BAKER & TAYLOR, LLC	BOOKS	30.40	Library
117270	9/6/2023	INGRAM LIBRARY SERVICES	BOOKS	25.36	Library
117259	9/6/2023	BAKER & TAYLOR, LLC	BOOKS	25.32	Library
117270	9/6/2023	INGRAM LIBRARY SERVICES	BOOKS	23.05	Library
117270	9/6/2023	INGRAM LIBRARY SERVICES	BOOKS	22.79	Library
117259	9/6/2023	BAKER & TAYLOR, LLC	BOOKS	20.28	Library
117259	9/6/2023	BAKER & TAYLOR, LLC	BOOKS	19.99	Library
117259	9/6/2023	BAKER & TAYLOR, LLC	BOOKS	15.25	Library
117323	9/13/2023	INGRAM LIBRARY SERVICES	BOOKS	14.85	Library
117323	9/13/2023	INGRAM LIBRARY SERVICES	BOOKS	14.16	Library
117259	9/6/2023	BAKER & TAYLOR, LLC	BOOKS	13.07	Library
117259	9/6/2023	BAKER & TAYLOR, LLC	BOOKS	11.14	Library
Total Amount for 25 Line Item(s) from Library				\$2,921.85	

LMD #22

117289	9/6/2023	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE	10,707.35	LMD #22
117256	9/6/2023	AMERICAN HERITAGE LANDSCAPE LP	LANDSCAPE MAINTENANCE	8,381.67	LMD #22
117256	9/6/2023	AMERICAN HERITAGE LANDSCAPE LP	LANDSCAPE MAINTENANCE/CREDIT	7,309.33	LMD #22
117317	9/13/2023	GAZAN/ROBERT SHANE//	WEED ABATEMENT	6,820.32	LMD #22
117292	9/6/2023	WESTRIDGE CALABASAS HOA	LANDSCAPE MAINT/IRRIGATION REP	6,675.00	LMD #22
117292	9/6/2023	WESTRIDGE CALABASAS HOA	TREE TRIMMING	5,775.00	LMD #22
117256	9/6/2023	AMERICAN HERITAGE LANDSCAPE LP	LANDSCAPE MAINTENANCE	5,000.00	LMD #22
117256	9/6/2023	AMERICAN HERITAGE LANDSCAPE LP	LANDSCAPE MAINTENANCE/CREDIT	4,994.22	LMD #22
117294	9/7/2023	LAS VIRGENES MUNICIPAL WATER	WATER-06/23-07/23	4,797.44	LMD #22
117256	9/6/2023	AMERICAN HERITAGE LANDSCAPE LP	LANDSCAPE MAINTENANCE/CREDIT	4,343.79	LMD #22
117282	9/6/2023	NEWBURY PARK TREE SERVICE INC	TREE REMOVAL	4,050.00	LMD #22



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117256	9/6/2023	AMERICAN HERITAGE LANDSCAPE LP	LANDSCAPE MAINTENANCE	2,634.67	LMD #22
117256	9/6/2023	AMERICAN HERITAGE LANDSCAPE LP	LANDSCAPE MAINTENANCE	2,207.37	LMD #22
117277	9/6/2023	LAS VIRGENES MUNICIPAL WATER	WATER 07/23	2,101.81	LMD #22
117292	9/6/2023	WESTRIDGE CALABASAS HOA	LANDSCAPE MAINT/IRRIGATION REP	1,821.27	LMD #22
117294	9/7/2023	LAS VIRGENES MUNICIPAL WATER	WATER-06/23-07/23	1,695.58	LMD #22
117294	9/7/2023	LAS VIRGENES MUNICIPAL WATER	WATER-06/23-07/23	973.60	LMD #22
117282	9/6/2023	NEWBURY PARK TREE SERVICE INC	TREE TRIMMING EMERGENCY	738.75	LMD #22
117350	9/13/2023	SOUTHERN CALIFORNIA EDISON	ELECTRIC-07/23-08/23	726.23	LMD #22
117289	9/6/2023	VENCO WESTERN, INC.	IRRIGATION REPAIR	718.95	LMD #22
117256	9/6/2023	AMERICAN HERITAGE LANDSCAPE LP	IRRIGATION REPAIR	714.14	LMD #22
117256	9/6/2023	AMERICAN HERITAGE LANDSCAPE LP	IRRIGATION REPAIR	702.41	LMD #22
117256	9/6/2023	AMERICAN HERITAGE LANDSCAPE LP	IRRIGATION REPAIR	693.65	LMD #22
117256	9/6/2023	AMERICAN HERITAGE LANDSCAPE LP	IRRIGATION REPAIR	689.28	LMD #22
117256	9/6/2023	AMERICAN HERITAGE LANDSCAPE LP	IRRIGATION REPAIR	590.73	LMD #22
117350	9/13/2023	SOUTHERN CALIFORNIA EDISON	ELECTRIC-07/23-08/23	523.36	LMD #22
117282	9/6/2023	NEWBURY PARK TREE SERVICE INC	TREE TRIMMING	440.00	LMD #22
117350	9/13/2023	SOUTHERN CALIFORNIA EDISON	ELECTRIC-07/23-08/23	400.74	LMD #22
117289	9/6/2023	VENCO WESTERN, INC.	LANDSCAPE REFURBISHMENT	360.00	LMD #22
117282	9/6/2023	NEWBURY PARK TREE SERVICE INC	TREE TRIMMING EMERGENCY	342.50	LMD #22
117282	9/6/2023	NEWBURY PARK TREE SERVICE INC	TREE TRIMMING	202.47	LMD #22
117350	9/13/2023	SOUTHERN CALIFORNIA EDISON	ELECTRIC-07/23-08/23	143.59	LMD #22
117350	9/13/2023	SOUTHERN CALIFORNIA EDISON	ELECTRIC-07/23-08/23	45.19	LMD #22
117350	9/13/2023	SOUTHERN CALIFORNIA EDISON	ELECTRIC-07/23-08/23	30.80	LMD #22
117350	9/13/2023	SOUTHERN CALIFORNIA EDISON	ELECTRIC-07/23-08/23	5.50	LMD #22
117256	9/6/2023	AMERICAN HERITAGE LANDSCAPE LP	LANDSCAPE MAINTENANCE/CREDIT	-20.00	LMD #22
117256	9/6/2023	AMERICAN HERITAGE LANDSCAPE LP	LANDSCAPE MAINTENANCE/CREDIT	-54.92	LMD #22
117256	9/6/2023	AMERICAN HERITAGE LANDSCAPE LP	LANDSCAPE MAINTENANCE	-78.73	LMD #22
117256	9/6/2023	AMERICAN HERITAGE LANDSCAPE LP	LANDSCAPE MAINTENANCE/CREDIT	-103.09	LMD #22
Total Amount for 39 Line Item(s) from LMD #22				\$88,099.97	

LMD #24

117317	9/13/2023	GAZAN/ROBERT SHANE//	WEED ABATEMENT	19,496.03	LMD #24
117258	9/6/2023	AZTECA LANDSCAPE	LANDSCAPE MAINTENANCE	3,729.98	LMD #24
117300	9/13/2023	AZTECA LANDSCAPE	LANDSCAPE MAINTENANCE	3,729.98	LMD #24
117258	9/6/2023	AZTECA LANDSCAPE	LANDSCAPE MAINTENANCE	1,705.13	LMD #24
117300	9/13/2023	AZTECA LANDSCAPE	LANDSCAPE MAINTENANCE	1,705.13	LMD #24
117258	9/6/2023	AZTECA LANDSCAPE	LANDSCAPE MAINTENANCE	1,492.00	LMD #24



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117300	9/13/2023	AZTECA LANDSCAPE	LANDSCAPE MAINTENANCE	1,492.00	LMD #24
117258	9/6/2023	AZTECA LANDSCAPE	LANDSCAPE MAINTENANCE	1,385.42	LMD #24
117300	9/13/2023	AZTECA LANDSCAPE	LANDSCAPE MAINTENANCE	1,385.42	LMD #24
117258	9/6/2023	AZTECA LANDSCAPE	LANDSCAPE MAINTENANCE	319.71	LMD #24
117258	9/6/2023	AZTECA LANDSCAPE	LANDSCAPE MAINTENANCE	319.71	LMD #24
117300	9/13/2023	AZTECA LANDSCAPE	LANDSCAPE MAINTENANCE	319.71	LMD #24
117300	9/13/2023	AZTECA LANDSCAPE	LANDSCAPE MAINTENANCE	319.71	LMD #24
117258	9/6/2023	AZTECA LANDSCAPE	LANDSCAPE MAINTENANCE	213.14	LMD #24
117300	9/13/2023	AZTECA LANDSCAPE	LANDSCAPE MAINTENANCE	213.14	LMD #24
117300	9/13/2023	AZTECA LANDSCAPE	LANDSCAPE REFURB	144.45	LMD #24
117300	9/13/2023	AZTECA LANDSCAPE	LANDSCAPE REFURB	128.10	LMD #24
117350	9/13/2023	SOUTHERN CALIFORNIA EDISON	ELECTRIC-07/23-08/23	62.87	LMD #24
Total Amount for 18 Line Item(s) from LMD #24				\$38,161.63	
<u>LMD #27</u>					
117258	9/6/2023	AZTECA LANDSCAPE	LANDSCAPE MAINTENANCE	2,708.10	LMD #27
117300	9/13/2023	AZTECA LANDSCAPE	LANDSCAPE MAINTENANCE	2,708.10	LMD #27
117350	9/13/2023	SOUTHERN CALIFORNIA EDISON	ELECTRIC-07/23-08/23	17.17	LMD #27
Total Amount for 3 Line Item(s) from LMD #27				\$5,433.37	
<u>LMD #32</u>					
117258	9/6/2023	AZTECA LANDSCAPE	LANDSCAPE MAINTENANCE	4,268.19	LMD #32
117300	9/13/2023	AZTECA LANDSCAPE	LANDSCAPE MAINTENANCE	4,268.19	LMD #32
117294	9/7/2023	LAS VIRGENES MUNICIPAL WATER	WATER-05/23-06/23	166.39	LMD #32
117350	9/13/2023	SOUTHERN CALIFORNIA EDISON	ELECTRIC-07/23-08/23	15.83	LMD #32
Total Amount for 4 Line Item(s) from LMD #32				\$8,718.60	
<u>LMD 22 - Common Benefit Area</u>					
117294	9/7/2023	LAS VIRGENES MUNICIPAL WATER	WATER-06/23-07/23	14,492.99	LMD 22 - Common Benefit Area
117273	9/6/2023	INTERSTATE GAS SERVICES INC	CONSULTING SERVICES	7,141.18	LMD 22 - Common Benefit Area
117256	9/6/2023	AMERICAN HERITAGE LANDSCAPE LP	LANDSCAPE MANTENANCE/CREDIT	7,120.32	LMD 22 - Common Benefit Area
117256	9/6/2023	AMERICAN HERITAGE LANDSCAPE LP	LANDSCAPE MAINTENANCE	6,402.88	LMD 22 - Common Benefit Area
117282	9/6/2023	NEWBURY PARK TREE SERVICE INC	TREE TRIMMING EMERGENCY	3,850.00	LMD 22 - Common Benefit Area
117282	9/6/2023	NEWBURY PARK TREE SERVICE INC	TREE TRIMMING EMERGENCY	2,870.00	LMD 22 - Common Benefit Area
117350	9/13/2023	SOUTHERN CALIFORNIA EDISON	ELECTRIC-07/23-08/23	2,034.29	LMD 22 - Common Benefit Area



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117256	9/6/2023	AMERICAN HERITAGE LANDSCAPE LP	LANDSCAPE REFURB	1,200.00	LMD 22 - Common Benefit Area
117282	9/6/2023	NEWBURY PARK TREE SERVICE INC	TREE TRIMMING EMERGENCY	1,010.00	LMD 22 - Common Benefit Area
117256	9/6/2023	AMERICAN HERITAGE LANDSCAPE LP	LANDSCAPE REFURB	840.00	LMD 22 - Common Benefit Area
117293	9/7/2023	AMERICAN HERITAGE LANDSCAPE LP	LANDSCAPE REFURB	840.00	LMD 22 - Common Benefit Area
117282	9/6/2023	NEWBURY PARK TREE SERVICE INC	TREE TRIMMING EMERGENCY	600.00	LMD 22 - Common Benefit Area
117350	9/13/2023	SOUTHERN CALIFORNIA EDISON	ELECTRIC-07/23-08/23	552.13	LMD 22 - Common Benefit Area
117294	9/7/2023	LAS VIRGENES MUNICIPAL WATER	WATER-06/23-07/23	429.65	LMD 22 - Common Benefit Area
117293	9/7/2023	AMERICAN HERITAGE LANDSCAPE LP	IRRIGATION REPAIR	215.79	LMD 22 - Common Benefit Area
117256	9/6/2023	AMERICAN HERITAGE LANDSCAPE LP	LANDSCAPE REFURB	120.00	LMD 22 - Common Benefit Area
117256	9/6/2023	AMERICAN HERITAGE LANDSCAPE LP	LANDSCAPE MAINTENANCE/CREDIT	-43.30	LMD 22 - Common Benefit Area
117256	9/6/2023	AMERICAN HERITAGE LANDSCAPE LP	LANDSCAPE MAINTENANCE	-157.46	LMD 22 - Common Benefit Area
Total Amount for 18 Line Item(s) from LMD 22 - Common Benefit Area				\$49,518.47	

Media Operations

117272	9/6/2023	INSIGHT PUBLIC SECTOR, INC.	SOFTWARE	18,294.53	Media Operations
117332	9/13/2023	MONSIDO, LLC	CONTRACTUAL SERVICES	5,356.00	Media Operations
117356	9/13/2023	TRITON TECHNOLOGY SOLUTIONS	MASTRER CONTROL RENO	3,892.73	Media Operations
117354	9/13/2023	TIME WARNER CABLE	INTERNET 08/23-09/23	1,615.00	Media Operations
117272	9/6/2023	INSIGHT PUBLIC SECTOR, INC.	SOFTWARE	1,483.44	Media Operations
117299	9/13/2023	AT&T	PHONE-07/23-08/23 B#9391056324	1,262.77	Media Operations
117356	9/13/2023	TRITON TECHNOLOGY SOLUTIONS	MASTER CONTROL RENO	1,184.79	Media Operations
117262	9/6/2023	BURRIS/ROBERT//	CONTRACTUAL SERVICES	800.00	Media Operations
117334	9/13/2023	NATIONAL CAPTIONING INSTITUTE	CLOSED CAPTIONING SERVICES	609.00	Media Operations
117365	9/14/2023	YIN/TONG//	SAMSUNG MONITOR COSTCO	569.36	Media Operations
117330	9/13/2023	MAP COMMUNICATIONS INC	CONTRACTUAL SERVICES	540.92	Media Operations
117299	9/13/2023	AT&T	CELL -07/23-08/23 B#9391059571	154.88	Media Operations
117319	9/13/2023	GRACENOTE MEDIA SERVICES	CTV GUIDE LISTING	115.68	Media Operations

Total Amount for 13 Line Item(s) from Media Operations

\$35,879.10

Non-Departmental - Finance

117347	9/13/2023	SECURAL SECURITY CORP	PARKING ENFORCEMENT 09/23	3,814.28	Non-Departmental - Finance
117351	9/13/2023	STAPLES	KITCHEN SUPPLIES	181.74	Non-Departmental - Finance
117351	9/13/2023	STAPLES	KITCHEN SUPPLIES	170.11	Non-Departmental - Finance
117351	9/13/2023	STAPLES	OFFICE/KITCHEN SUPPLIES	126.66	Non-Departmental - Finance
117310	9/13/2023	CR PRINT	BUSINESS CARDS	100.64	Non-Departmental - Finance
117351	9/13/2023	STAPLES	KITCHEN SUPPLIES	20.97	Non-Departmental - Finance



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117342	9/13/2023	PETTY CASH	CITY HALL PETTY CASH REPLENISH	0.52	Non-Departmental - Finance
Total Amount for 7 Line Item(s) from Non-Departmental - Finance				\$4,414.92	
Public Safety & Emergency Preparedness					
117333	9/13/2023	MUNICIPAL RESOURCE GROUP, LLC	EOP TRAINING	12,500.00	Public Safety & Emergency Preparedness
Total Amount for 1 Line Item(s) from Public Safety & Emergency Preparedness				\$12,500.00	
Public Works					
117317	9/13/2023	GAZAN/ROBERT SHANE//	WEED ABATEMENT	14,927.00	Public Works
117317	9/13/2023	GAZAN/ROBERT SHANE//	WEED ABATEMENT	9,142.10	Public Works
117346	9/13/2023	SCA OF CA LLC	STREET SWEEPING	9,044.92	Public Works
117364	9/14/2023	SCA OF CA LLC	STREET SWEEPING	9,044.92	Public Works
117364	9/14/2023	SCA OF CA LLC	STREET SWEEPING	9,044.92	Public Works
117364	9/14/2023	SCA OF CA LLC	STREET SWEEPING	9,044.92	Public Works
117317	9/13/2023	GAZAN/ROBERT SHANE//	WEED ABATEMENT	8,007.03	Public Works
117317	9/13/2023	GAZAN/ROBERT SHANE//	WEED ABATEMENT	4,912.96	Public Works
117317	9/13/2023	GAZAN/ROBERT SHANE//	WEED ABATEMENT	3,615.04	Public Works
117282	9/6/2023	NEWBURY PARK TREE SERVICE INC	TREE TRIMMING EMERGENCY	3,535.00	Public Works
117317	9/13/2023	GAZAN/ROBERT SHANE//	WEED ABATEMENT	3,147.32	Public Works
117264	9/6/2023	CONVERSE CONSULTANTS	2023 ST RESURFACING INSPECTION	3,012.50	Public Works
117294	9/7/2023	LAS VIRGENES MUNICIPAL WATER	WATER-06/23-07/23	2,987.27	Public Works
117317	9/13/2023	GAZAN/ROBERT SHANE//	WEED ABATEMENT	2,697.76	Public Works
117258	9/6/2023	AZTECA LANDSCAPE	LANDSCAPE MAINTENANCE	2,356.94	Public Works
117300	9/13/2023	AZTECA LANDSCAPE	LANDSCAPE MAINTENANCE	2,356.94	Public Works
117335	9/13/2023	NEWBURY PARK TREE SERVICE INC	IRRIGATION REPAIR	1,699.07	Public Works
117301	9/13/2023	B & B PLUMBING	IRRIGATION REPAIR/BACKFLOW PRK	1,595.00	Public Works
117294	9/7/2023	LAS VIRGENES MUNICIPAL WATER	WATER-06/23-07/23	1,581.95	Public Works
117258	9/6/2023	AZTECA LANDSCAPE	LANDSCAPE MAINTENANCE	1,492.00	Public Works
117300	9/13/2023	AZTECA LANDSCAPE	LANDSCAPE MAINTENANCE	1,492.00	Public Works
117257	9/6/2023	APPLE ONE	TEMP STAFFING-ADMIN	1,405.32	Public Works
117362	9/13/2023	WILLDAN ASSOCIATES INC.	RECOVER ACCT 23-06	1,391.50	Public Works
117277	9/6/2023	LAS VIRGENES MUNICIPAL WATER	WATER 07/23	1,381.20	Public Works
117282	9/6/2023	NEWBURY PARK TREE SERVICE INC	TREE REMOVAL	1,360.00	Public Works
117335	9/13/2023	NEWBURY PARK TREE SERVICE INC	IRRIGATION REPAIR	1,322.13	Public Works
117317	9/13/2023	GAZAN/ROBERT SHANE//	WEED ABATEMENT	1,193.40	Public Works
117282	9/6/2023	NEWBURY PARK TREE SERVICE INC	TREE TRIMMING EMERGENCY	1,035.00	Public Works



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117282	9/6/2023	NEWBURY PARK TREE SERVICE INC	IRRIGATION REPAIR	934.26	Public Works
117335	9/13/2023	NEWBURY PARK TREE SERVICE INC	IRRIGATION REPAIR	871.06	Public Works
117257	9/6/2023	APPLE ONE	TEMP STAFFING-ADMIN	831.60	Public Works
117258	9/6/2023	AZTECA LANDSCAPE	LANDSCAPE MAINTENANCE	809.87	Public Works
117300	9/13/2023	AZTECA LANDSCAPE	LANDSCAPE MAINTENANCE	809.87	Public Works
117282	9/6/2023	NEWBURY PARK TREE SERVICE INC	TREE TRIMMING EMERGENCY	776.25	Public Works
117282	9/6/2023	NEWBURY PARK TREE SERVICE INC	IRRIGATION REPAIR	730.58	Public Works
117282	9/6/2023	NEWBURY PARK TREE SERVICE INC	TREE TRIMMING EMERGENCY	672.50	Public Works
117282	9/6/2023	NEWBURY PARK TREE SERVICE INC	IRRIGATION REPAIR	671.42	Public Works
117335	9/13/2023	NEWBURY PARK TREE SERVICE INC	IRRIGATION REPAIR	649.97	Public Works
117335	9/13/2023	NEWBURY PARK TREE SERVICE INC	IRRIGATION REPAIR	553.34	Public Works
117282	9/6/2023	NEWBURY PARK TREE SERVICE INC	IRRIGATION REPAIR	546.74	Public Works
117335	9/13/2023	NEWBURY PARK TREE SERVICE INC	IRRIGATION REPAIR	519.26	Public Works
117295	9/7/2023	NEWBURY PARK TREE SERVICE INC	IRRIGATION REPAIR	508.17	Public Works
117282	9/6/2023	NEWBURY PARK TREE SERVICE INC	TREE TRIMMING EMERGENCY	492.50	Public Works
117282	9/6/2023	NEWBURY PARK TREE SERVICE INC	TREE TRIMMING EMERGENCY	492.50	Public Works
117335	9/13/2023	NEWBURY PARK TREE SERVICE INC	IRRIGATION REPAIR	486.22	Public Works
117335	9/13/2023	NEWBURY PARK TREE SERVICE INC	IRRIGATION REPAIR	457.76	Public Works
117362	9/13/2023	WILLDAN ASSOCIATES INC.	CONTRACTUAL SERVICES	452.25	Public Works
117282	9/6/2023	NEWBURY PARK TREE SERVICE INC	IRRIGATION REPAIR	418.78	Public Works
117295	9/7/2023	NEWBURY PARK TREE SERVICE INC	IRRIGATION REPAIR	418.67	Public Works
117282	9/6/2023	NEWBURY PARK TREE SERVICE INC	IRRIGATION REPAIR	383.32	Public Works
117335	9/13/2023	NEWBURY PARK TREE SERVICE INC	IRRIGATION REPAIR	370.61	Public Works
117282	9/6/2023	NEWBURY PARK TREE SERVICE INC	IRRIGATION REPAIR	365.85	Public Works
117277	9/6/2023	LAS VIRGENES MUNICIPAL WATER	WATER 07/23	344.59	Public Works
117282	9/6/2023	NEWBURY PARK TREE SERVICE INC	TREE TRIMMING EMERGENCY	342.50	Public Works
117282	9/6/2023	NEWBURY PARK TREE SERVICE INC	IRRIGATION REPAIR	335.24	Public Works
117335	9/13/2023	NEWBURY PARK TREE SERVICE INC	IRRIGATION REPAIR	329.82	Public Works
117282	9/6/2023	NEWBURY PARK TREE SERVICE INC	IRRIGATION REPAIR	305.14	Public Works
117335	9/13/2023	NEWBURY PARK TREE SERVICE INC	IRRIGATION REPAIR	294.32	Public Works
117282	9/6/2023	NEWBURY PARK TREE SERVICE INC	IRRIGATION REPAIR	291.80	Public Works
117335	9/13/2023	NEWBURY PARK TREE SERVICE INC	IRRIGATION REPAIR	279.19	Public Works
117335	9/13/2023	NEWBURY PARK TREE SERVICE INC	IRRIGATION REPAIR	279.19	Public Works
117282	9/6/2023	NEWBURY PARK TREE SERVICE INC	IRRIGATION REPAIR	247.64	Public Works
117282	9/6/2023	NEWBURY PARK TREE SERVICE INC	IRRIGATION REPAIR	225.95	Public Works
117335	9/13/2023	NEWBURY PARK TREE SERVICE INC	IRRIGATION REPAIR	225.42	Public Works
117282	9/6/2023	NEWBURY PARK TREE SERVICE INC	IRRIGATION REPAIR	224.45	Public Works
117282	9/6/2023	NEWBURY PARK TREE SERVICE INC	IRRIGATION REPAIR	216.81	Public Works



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117282	9/6/2023	NEWBURY PARK TREE SERVICE INC	IRRIGATION REPAIR	209.81	Public Works
117335	9/13/2023	NEWBURY PARK TREE SERVICE INC	IRRIGATION REPAIR	209.39	Public Works
117335	9/13/2023	NEWBURY PARK TREE SERVICE INC	IRRIGATION REPAIR	209.39	Public Works
117335	9/13/2023	NEWBURY PARK TREE SERVICE INC	IRRIGATION REPAIR	209.39	Public Works
117282	9/6/2023	NEWBURY PARK TREE SERVICE INC	IRRIGATION REPAIR	145.78	Public Works
117282	9/6/2023	NEWBURY PARK TREE SERVICE INC	IRRIGATION REPAIR	139.59	Public Works
117282	9/6/2023	NEWBURY PARK TREE SERVICE INC	IRRIGATION REPAIR	139.59	Public Works
117282	9/6/2023	NEWBURY PARK TREE SERVICE INC	IRRIGATION REPAIR	137.82	Public Works
117282	9/6/2023	NEWBURY PARK TREE SERVICE INC	IRRIGATION REPAIR	134.98	Public Works
117314	9/13/2023	DIGGS/MALIK//	MILEAGE REIMBURSEMENT	44.28	Public Works
117350	9/13/2023	SOUTHERN CALIFORNIA EDISON	ELECTRIC-07/23-08/23	16.73	Public Works
Total Amount for 77 Line Item(s) from Public Works				\$133,588.27	

Recoverable / Refund / Liability

117328	9/13/2023	LASHEVER/LESLIE//	PERMIT FEE-BS2000876/BS2000875	2,209.00	Recoverable / Refund / Liability
117339	9/13/2023	P&A ADMINISTRATIVE SVCS INC	FSA DEPENDENT CARE	1,458.28	Recoverable / Refund / Liability
117328	9/13/2023	LASHEVER/LESLIE//	PERMIT FEE-BS2000876/BS2000875	376.00	Recoverable / Refund / Liability
117339	9/13/2023	P&A ADMINISTRATIVE SVCS INC	FSA HEALTH CARE	259.23	Recoverable / Refund / Liability
117339	9/13/2023	P&A ADMINISTRATIVE SVCS INC	MONTHLY ADMIN FEE 09/23	67.50	Recoverable / Refund / Liability
117328	9/13/2023	LASHEVER/LESLIE//	PERMIT FEE-BS2000876/BS2000875	-517.00	Recoverable / Refund / Liability
117267	9/6/2023	GMZ ENGINEERING, INC.	OLD TOP/MUL-PROGRESS/RETENTION	-10,340.47	Recoverable / Refund / Liability
Total Amount for 7 Line Item(s) from Recoverable / Refund / Liability				\$-6,487.46	

Tennis & Swim Center

117349	9/13/2023	SILBERT/RYEN//	PROGRESS PAYMENT PER CONTRACT	18,000.00	Tennis & Swim Center
117308	9/13/2023	COOKSEY'S LIFEGUARD & SWIM LLC	LIFEGUARD SERVICES	5,492.53	Tennis & Swim Center
117345	9/13/2023	RIVERA/CARLOS RENE//	NEW FENCE FOR FITNESS AREA	4,000.00	Tennis & Swim Center
117275	9/6/2023	JOHNSON HEALTH TECH RETAIL INC	FITNESS EQUIPMENT	2,262.37	Tennis & Swim Center
117266	9/6/2023	FDC SERVICES INC	FITNESS EQUIPMENT	1,719.95	Tennis & Swim Center
117305	9/13/2023	CASCIONE/GAYLENE//	INSTRUCTOR-DANCE	1,506.40	Tennis & Swim Center
117286	9/6/2023	SOUTHERN CALIFORNIA GAS CO	8/23 GAS CHARGES	1,216.76	Tennis & Swim Center
117290	9/6/2023	WATERLINE TECHNOLOGIES INC	POOL CHEMICALS	1,166.10	Tennis & Swim Center
117283	9/6/2023	ONTARIO REFRIGERATION SVC INC	AIR CONDITIONING SERVICE	931.43	Tennis & Swim Center
117360	9/13/2023	WATERLINE TECHNOLOGIES INC	POOL CHEMICALS	896.50	Tennis & Swim Center
117338	9/13/2023	ONTARIO REFRIGERATION SVC INC	REFRIG MAINT	860.50	Tennis & Swim Center
117268	9/6/2023	IAM PACIFIC WELLNESS	FITNESS EQUIP MAINTENANCE	789.93	Tennis & Swim Center



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117347	9/13/2023	SECURAL SECURITY CORP	SECURITY PRIVATE EVENTS 08/23	724.68	Tennis & Swim Center
117290	9/6/2023	WATERLINE TECHNOLOGIES INC	POOL CHEMICALS	659.19	Tennis & Swim Center
117288	9/6/2023	UNITED SITE SERVICES OF CA INC	RESTROOMS- 7/4 FUN RUN	481.80	Tennis & Swim Center
117263	9/6/2023	CISNEROS/EDWIN ALEXANDER//	FACILITY SIGNS	470.85	Tennis & Swim Center
117321	9/13/2023	HASA INC	POOL REPAIRS	470.00	Tennis & Swim Center
117360	9/13/2023	WATERLINE TECHNOLOGIES INC	POOL CHEMICALS	424.42	Tennis & Swim Center
117302	9/13/2023	BARRY KAY ENTERPRISES, INC.	STAFF SHIRTS	364.64	Tennis & Swim Center
117271	9/6/2023	INNER-I ...SECURITY IN FOCUS	CAMERA EQUIPMENT	360.00	Tennis & Swim Center
117268	9/6/2023	IAM PACIFIC WELLNESS	FITNESS EQUIP MAINTENANCE	346.10	Tennis & Swim Center
117327	9/13/2023	LAS VIRGENES MUNICIPAL WATER	WATER- 07/24-08/24	314.87	Tennis & Swim Center
117268	9/6/2023	IAM PACIFIC WELLNESS	FITNESS EQUIP MAINTENANCE	307.02	Tennis & Swim Center
117282	9/6/2023	NEWBURY PARK TREE SERVICE INC	LANDSCAPE MAINTENANCE	296.44	Tennis & Swim Center
117268	9/6/2023	IAM PACIFIC WELLNESS	FITNESS EQUIP MAINTENANCE	233.10	Tennis & Swim Center
117285	9/6/2023	SO CA MUNI ATHLETIC FEDERATION	CITY CLASS INSURANCE	200.00	Tennis & Swim Center
117344	9/13/2023	QUENCH USA, INC.	FILTER WATER	197.10	Tennis & Swim Center
117282	9/6/2023	NEWBURY PARK TREE SERVICE INC	IRRIGATION REPAIR	149.12	Tennis & Swim Center
117282	9/6/2023	NEWBURY PARK TREE SERVICE INC	LANDSCAPE MAINTENANCE	106.94	Tennis & Swim Center
Total Amount for 29 Line Item(s) from Tennis & Swim Center				\$44,948.74	
Transportation					
117267	9/6/2023	GMZ ENGINEERING, INC.	OLD TOP/MUL-PROGRESS/RETENTION	206,809.40	Transportation
117322	9/13/2023	IDEAL GENERAL SERVICES, INC.	DIAL A RIDE 08/23	17,257.50	Transportation
117296	9/13/2023	ALL TRAFFIC SOLUTIONS INC	MESSAGE SIGNS	13,657.48	Transportation
117355	9/13/2023	TKM ENGINEERING	CONTRACTUAL SERVICES	7,312.50	Transportation
117269	9/6/2023	IDEAL GENERAL SERVICES, INC.	DEMAND RESPONSE 08/23	5,865.00	Transportation
117307	9/13/2023	CONVERSE CONSULTANTS	OLD TOPANGA MULHOLLAND PROJ	3,526.00	Transportation
117350	9/13/2023	SOUTHERN CALIFORNIA EDISON	ELECTRIC-07/23-08/23	732.93	Transportation
117355	9/13/2023	TKM ENGINEERING	OLD TOPANGA/MULHOLLAND HWY PRO	292.50	Transportation
117278	9/6/2023	LASERZONE INC	PRINTER TONER	262.79	Transportation
117342	9/13/2023	PETTY CASH	CITY HALL PETTY CASH REPLENISH	34.28	Transportation
Total Amount for 10 Line Item(s) from Transportation				\$255,750.38	
GRAND TOTAL for 329 Line Items				\$834,012.94	



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Recoverable / Refund / Liability					
14682	9/13/2023	TOP SEED TENNIS ACADEMY, INC.	TOP SEED 50% PROFIT/	-49,403.74	Recoverable / Refund / Liability
Total Amount for 1 Line Item(s) from Recoverable / Refund / Liability				\$-49,403.74	
Tennis & Swim Center					
14682	9/13/2023	TOP SEED TENNIS ACADEMY, INC.	TOP SEED 50% PROFIT/	223,651.30	Tennis & Swim Center
14674	9/6/2023	MCCALLA COMPANY	JANITORIAL SUPPLIES	4,344.96	Tennis & Swim Center
14676	9/6/2023	WILSON SPORTING GOODS	T.S. TENNIS SUPPLIES	3,220.67	Tennis & Swim Center
14674	9/6/2023	MCCALLA COMPANY	JANITORIAL SUPPLIES	1,403.82	Tennis & Swim Center
14677	9/7/2023	HIETE/ BRADY//	REIMBURS- TS CAMP PRIZES 06/23	317.36	Tennis & Swim Center
14678	9/13/2023	LAS VIRGENES MUNICIPAL WATER	WATER-07/23-08/23	314.88	Tennis & Swim Center
14675	9/6/2023	NEWBURY PARK TREE SERVICE INC	LANDSCAPE MAINTENANCE	296.43	Tennis & Swim Center
14679	9/13/2023	MCCALLA COMPANY	JANITORIAL SUPPLIES	239.44	Tennis & Swim Center
14681	9/13/2023	PITNEY BOWES	POSTAGE	187.25	Tennis & Swim Center
14675	9/6/2023	NEWBURY PARK TREE SERVICE INC	IRRIGATION REPAIR	149.11	Tennis & Swim Center
14675	9/6/2023	NEWBURY PARK TREE SERVICE INC	LANDSCAPE MAINTENANCE	106.94	Tennis & Swim Center
14680	9/13/2023	PETTY CASH	CITY HALL PETTY CASH REPLENISH	29.98	Tennis & Swim Center
14677	9/7/2023	HIETE/ BRADY//	REIMBURS- TS CAMP PRIZES 06/23	21.92	Tennis & Swim Center
14680	9/13/2023	PETTY CASH	CITY HALL PETTY CASH REPLENISH	20.63	Tennis & Swim Center
14680	9/13/2023	PETTY CASH	CITY HALL PETTY CASH REPLENISH	20.15	Tennis & Swim Center
14680	9/13/2023	PETTY CASH	CITY HALL PETTY CASH REPLENISH	19.08	Tennis & Swim Center
14680	9/13/2023	PETTY CASH	CITY HALL PETTY CASH REPLENISH	13.86	Tennis & Swim Center
14680	9/13/2023	PETTY CASH	CITY HALL PETTY CASH REPLENISH	10.27	Tennis & Swim Center
14680	9/13/2023	PETTY CASH	CITY HALL PETTY CASH REPLENISH	7.18	Tennis & Swim Center
Total Amount for 19 Line Item(s) from Tennis & Swim Center				\$234,375.23	
GRAND TOTAL for 20 Line Items				\$184,971.49	

Future Information/Agenda Items

No.	11-Oct-23	Agenda Section	Department
1	Adoption of Resolution No. 2023-1871, recognizing October as Bullying Prevention Month in the City of Calabasas	Consent	CC
2	Wireless telecommunications lease agreement	Consent	CD
3	Approval of Professional Services Agreement for landscape services for the Calabasas Hills Estates LLD	Consent	PW
4	Adoption of Resolution 2023-1869, to Create an Environmentally Preferable Purchasing Program	Consent	PW
5	Adoption of Resolution 2023-1870, approving the Cooperative Agreement with the California Department of Transportation to Fund the Citywide Traffic Signal Safety Improvements Project	Consent	PW
6	Update on film permit process	New Business	CD
7	Council Protocols	Continued Business	CM

No.	25-Oct-23	Agenda Section	Department
1	Landscape & Lighting District – Adopt Policies and Procedures	New Business	PW
2	Approval of Banner Program	New Business	PW
3	Overview of a fee study	New Business	CD

No.	8-Nov-23	Agenda Section	Department
1			
No.	Pending	Requested by	Date Requested
1	Roundabout at the intersection of Las Virgenes Road and Thousand Oaks Blvd.	Council	
2	City Legislative Platform	Weintraub/Shapiro/Kraut	1/25/2023
3	Introduction of Ordinance No. 2023-403, adding Chapter 5.22 – Provision of Security by Commercial Retailers to the Calabasas Municipal Code	Staff	
4	Adoption of Resolution No. ____ to establish transportation impact thresholds	Staff	
5	Discussion about having a full-time security guard stationed at the Calabasas Civic Center	Bozajian/Weintraub	9/12/2023
6	Report on options for the City to assess increasing enforcement of the CMC, including options for the City to prosecute violations of the law to include use of	Weintraub/Shapiro/Bozajian	9/13/2023
7	Authorization to award contract for elevator replacement at Civic Complex	Staff	
8	2024 Council meeting calendar	Staff	
9	Council review/discussion of current Reso. No. 2003-946 regarding discretionary accounts	Bozajian/Kraut	6/26/2023
10	Council discussion of a potential tax	Bozajian/Weintraub	6/21/2023
11	Discussion regarding a lobbyist/grant writer	Council	5/31/2023
12	Calendar of special events (teen activities/ciclovía)	Council	5/31/2023
13	Introduction of Ordinance No. ____, regarding emergency services organization	Staff	
14	Environmental Commission recommendation regarding recognition program for sustainable properties and Green Business Program	Weintraub/Shapiro	8/9/2023
15	Public Safety evacuation routes and HOA gates review/analysis/coordination	Weintraub/Shapiro	2/8/2023
16	Council position on California Business Roundtable on November 2024 ballot	Bozajian/Kraut	2/14/2023
17	Airplane noise issues/Federal legislation update	Bozajian/Shapiro	1/11/2023
18	Tennis & Swim Center operations update	Maurer	
19	Business license discussion		
20	Catalytic converter ordinance discussion and direction	Weintraub	
21	Development Code update regarding green LEED standards	Kraut	10/26/2022
22	Issues impacting other communities regarding illegal exhaust on vehicles	Weintraub	
23	Solar panel and battery backup assessment at City facilities		
24	Formation of a water taskforce on equitable access to water	Kraut/Weintraub	5/10/2022
25	Discussion regarding gun violence prevention	Weintraub	5/25/2022
26	Green Procurement Policy recommendation from Planning/Environmental Commissions	Council	11/9/2022

Future Information/Agenda Items

No.	Strategic Priorities' Status	
1	Identify potential real property acquisitions for the purposes of future parkland or open space designation.	In progress
2	Develop a Water Resilience Plan outlining strategies to increase the City's drought preparedness, local water self-reliance, and planting of native vegetation (including milkweed for Monarch Butterfly habitats).	Complete
3	Create an economic development plan to attract businesses, fill vacant properties, and promote advantages of conducting business in Calabasas.	In progress
4	Conduct a feasibility study regarding the stationing of cell towers on publicly owned sites to expand coverage areas.	In progress
5	Review Los Angeles Sheriff Departments services and consider opportunities to realign funding and services, with specific focus on open space break-ins, HOA/neighborhood watch coordination, and remediation of street racing.	In Progress
6	Develop a City Readiness & Education Initiative for Earthquake and Fire emergencies. Support home hardening programs, fire safe councils, and emergency equipment procurement.	In progress
7	Reopen the Agoura Hills Calabasas Community Center.	In progress
8	Conduct feasibility study of adding basketball courts, soccer fields, or skate parks to improve recreation programs and opportunities for teenagers.	In progress
9	Upgrade playground equipment, trails, and pathways at City parks.	In progress
10	Complete a full and permanent build out of Wild Walnut Park to include a dog and children's park.	In progress
11	Complete annexation of Craftsman's Corner. Develop a plan to annex other properties within the City's sphere of influence.	In progress
12	Provide options that allow for the relief of traffic congestion within the City.	In progress

2023 Meeting Dates	
22-Nov-Canceled-Thanksgiving Eve	13-Dec Council Reorg
6-Dec Special Tentative	27-Dec-Canceled