



CITY *of* CALABASAS

**CITY COUNCIL AGENDA
SPECIAL MEETING – WORKSHOP
WEDNESDAY, APRIL 29, 2015
CITY HALL COUNCIL CHAMBERS
100 CIVIC CENTER WAY, CALABASAS
www.cityofcalabasas.com**

The starting times listed for each agenda item should be considered as a guide only. 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.

OPENING MATTERS – 6:00 P.M.

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

ANNOUNCEMENTS/INTRODUCTIONS – 6:10 P.M.

ORAL COMMUNICATIONS – PUBLIC COMMENT – 6:20 P.M.

CONSENT ITEMS – 6:30 P.M.

1. [Recommendation to reject all bids for the Parkway Calabasas/US 101 SB Off-Ramp Intersection Improvement Project, Specification No. 14-15-03](#)
2. [Recommendation to award construction contract for the Mulholland Scenic Corridor Phase III Project, Specification No. 14-15-06 to C.A. Rasmussen, Inc.](#)

SPECIAL ITEMS – 6:40 P.M.

3. Recent losses of City revenues; increased future expenses (Senior Center); future revenue potential
4. Councilmember discretionary accounts
5. Open Space Ordinance
6. Review Council Protocols
7. Discussion regarding the City's 25th anniversary of cityhood
8. Council liaisons and external committee appointments

CLOSED SESSION – CONFERENCE ROOM – 9:00 P.M.

1. Conference with legal counsel anticipated litigation – one case
Government Code §54956.9(d)4

ADJOURN – 9:30 P.M.

The City Council will adjourn to their next regular meeting scheduled for Wednesday, May 27, 2015, at 7:00 p.m.



Approved by City Manager:



CITY of CALABASAS

CITY COUNCIL AGENDA REPORT

DATE: APRIL 21, 2015

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM:  ROBERT YALDA, P.E., T.E., CITY ENGINEER
 TATIANA HOLDEN, P.E., ASSOCIATE CIVIL ENGINEER

SUBJECT: RECOMMENDATION TO REJECT ALL BIDS FOR THE PARKWAY CALABASAS/US101 SB OFF-RAMP INTERSECTION IMPROVEMENT PROJECT, SPECIFICATION NO. 14-15-03

MEETING DATE: APRIL 29, 2015

SUMMARY RECOMMENDATION:

Staff recommends that City Council rejects all bids received for the Parkway Calabasas/US101 SB off-ramp Intersection Improvement project, Specification No. 14-15-03 for further evaluation of the bid proposals and re-bidding at a later date.

DISCUSSION/ANALYSIS:

The scope of the Parkway Calabasas/US101 SB off-ramp Intersection Improvement includes modification of the interchange for improved traffic flow and safety by adding a protected left turn phase and traffic signal modifications. This project also includes construction of pedestrian and bicycle improvements and restriping the section of Calabasas Road between the interchange and Parkway Calabasas.

Two sealed bids were received for project Specification No.14-15-03 on April 7, 2015 and the lowest bidder was Palp, Inc. DBA Excel Paving Company in the amount of \$1,135,974.40. The bid results are presented in Attachment A.

Considering the fact that only two bids were received and after reviewing the bid proposals, staff suggests to reject all bids and advertise the project for bid again

AGENDA ITEM NO. 1

later this year. The advantages to rejecting all bids and re-bidding the project are as follows:

- Re-bidding may increase the number of bidders as contractors will have more capacity for new jobs later in the year;
- The project will still be on schedule to meet the Measure R agreement construction completion date requirement.

FISCAL IMPACT/SOURCE OF FUNDING:

Measure R regional revenue is the source of funding for this project. The staff foresees receiving more competitive bids through the re-bidding process.

REQUESTED ACTION:

Staff recommends that City Council rejects all bids received for the Parkway Calabasas/US101 SB off-ramp Intersection Improvement project, Specification No. 14-15-03 for further evaluation of the bid proposals and re-bidding at a later date.

ATTACHMENTS:

Attachment A: Bid Results for Project Specification No.14-15-03

ITEM 1 ATTACHMENT A

PARKWAY CALABASAS/US 101 SB OFF-RAMP INTERSECTION IMPROVEMENT PROJECT

SPECIFICATION NO. 14-15-03

BID RESULTS

| CONTRACTOR | AMOUNT |
|------------------------------------|-----------------|
| PALP INC. DBA EXCEL PAVING COMPANY | \$ 1,135,974.40 |
| ALL AMERICAN ASPHALT | \$ 1,314,250.00 |





CITY of CALABASAS

CITY COUNCIL AGENDA REPORT

DATE: ARIL 20, 2015

TO: HONORABLE MAYOR AND COUNCILMEMBERS

**FROM:  ROBERT YALDA, P.E., T.E., PUBLIC WORKS DIRECTOR/CITY ENGINEER
 MARC SEFERIAN, P.E., T.E., SENIOR CIVIL ENGINEER**

SUBJECT: RECOMMENDATION TO AWARD CONSTRUCTION CONTRACT FOR THE MULHOLLAND SCENIC CORRIDOR PHASE III PROJECT, SPECIFICATION NO. 14-15-06, TO C.A. RASMUSSEN, INC.

MEETING DATE: APRIL 29, 2015

SUMMARY RECOMMENDATION:

Staff recommends that City Council award the construction contract for the Mulholland Scenic Corridor Phase III Project, Specification No. 14-15-06 to C.A. Rasmussen, Inc. in the amount of \$3,189,241.

Staff also recommends appropriating a 10% contingency of the total contract value of \$318,924.10 for potential change orders that are typical with projects of this magnitude.

Staff is recommending total appropriations of \$3,508,165.10 to cover costs associated with this project.

DISCUSSION/ANALYSIS:

Calabasas' Mulholland Hwy. Phase III project is primarily a safety and active transportation capacity enhancement project with the following specific pedestrians and cyclists improvement features:

- 1] School drop off/pick up area areas will be better protected and provide more maneuvering room;
- 2] Vehicular speeds will be reduced through various traffic calming features;
- 3] Active transportation modes will be improved with the elimination of a pedestrian gap closures and enhanced bicycle facilities;
- 4] New retaining walls will help stabilize the hillside in the project's vicinity; and,
- 5] All modifications will be consistent and retain the corridor's emergency route elements.

Bids for these projects were received on April 20, 2015. The award decision was based on the lowest responsible and responsive bidder.

Four sealed bids were received for project Specification No.14-15-06 and the lowest bidder was C.A. Rasmussen, Inc. in the amount of \$3,189,241. A copy of the bid results are shown in Attachment A.

C.A. Rasmussen Inc. is well known in the region and is regarded as a reputable construction company. Staff has checked their references provided in their submitted bid packages and received satisfactory reports about the competency and reliability of the contractor and the quality of the projects that they have completed. Their proposed contract is shown in Attachment B.

FISCAL IMPACT/SOURCE OF FUNDING:

Account No. 40-339-6503-19 will be used to track all costs associated with the Project Specification No.14-15-06, utilizing Measure R regional revenue to cover all costs pertaining to the project. All requested funds should be appropriated to these accounts and adjust the budget accordingly.

REQUESTED ACTION:

Staff recommends that City Council award the construction contract for the Mulholland Scenic Corridor Phase III Project, Specification No. 14-15-06 to C.A. Rasmussen, Inc. in the amount of \$3,189,241.

Staff also recommends appropriating a 10% contingency of the total contract value of \$318,924.10 for potential change orders that are typical of projects of this magnitude.

Staff is recommending total appropriations of \$3,508,165.10 to cover costs associated with this project.

ATTACHMENTS:

Attachment A: Bid Results for Project Specification No.14-15-06

Attachment B: Construction Contract for C.A. Rasmussen, Inc.

ITEM 2 ATTACHMENT A

RECEIVED BID LIST CIP #14-15-06

PROJECT TITLE: MULHOLLAND SCENIC CORRIDOR IMPROVEMENTS
PHASE III

CONTACT: MARC SEFERIAN

BID OPENING DATE: APRIL 20, 2015

| CONTRACTOR | AMOUNT | BID BOND/ CASHIERS | CHECK ACKNOWLEDGED ADDENDUMS |
|--------------------------------|-----------------------|-----------------------|---------------------------------|
| <i>Los Angeles Engineering</i> | <i>\$3,598,000</i> | <i>✓</i> | <i>✓</i> |
| <i>TORO Enterprises</i> | <i>\$4,363,480.80</i> | <i>✓</i> | <i>✓</i> |
| <i>Palp, Excel Paving</i> | <i>\$3,647,288.15</i> | <i>✓</i> | <i>✓</i> |
| <i>C.A. Rasmussen</i> | <i>\$3,189,241.00</i> | <i>✓</i> | <i>✓</i> |
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COMMENTS:

NAME: Maricela Hernandez

TITLE: CITY CLERK

DATE: April, 2015

TIME: 2:30 P.M.

ITEM 2 ATTACHMENT B

ARTICLES OF AGREEMENT

MULHOLLAND SCENIC CORRIDOR IMPROVEMENTS PHASE III, SPECIFICATION NO. 14-15-06, AGREEMENT IN THE CITY OF CALABASAS, CALIFORNIA

THIS MULHOLLAND SCENIC CORRIDOR IMPROVEMENTS PHASE III, SPECIFICATION NO. 14-15-06, AGREEMENT (“AGREEMENT”) is made and entered into for the above-stated project this 29th day of April, 2015, BY AND BETWEEN the City of Calabasas, a municipal corporation, hereafter designated as “AGENCY”, and C.A. Rasmussen 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 MULHOLLAND SCENIC CORRIDOR IMPROVEMENTS PHASE III, SPECIFICATION NO. 14-15-06, shall consist of the Notice Inviting Sealed Bids, Instructions To Bidders, Bid Proposal, Bid Schedule, Standard Specifications, Special Provisions, and all referenced specifications, details, standard drawings, and appendices; together with two signed copies of the AGREEMENT, two signed copies of required bonds; one copy of the insurance certificates, permits, notices, and affidavits; and also including any and all addenda or supplemental agreements clarifying, amending, or extending the work contemplated as may be required to ensure its completion in an acceptable manner (collectively referred to herein as the “Contract Documents”). All of the provisions of the Contract Documents are made a part hereof as though fully set forth herein.

ARTICLE II: Scope of Work

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

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

In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to this AGREEMENT, CONTRACTOR offers and agrees to assign to the AGENCY all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (Section 16700, et seq.) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to CONTRACTOR, without further acknowledgment by the parties.

ARTICLE III: Compensation

A. CONTRACTOR agrees to receive and accept the prices set forth in the Bid Proposal and Bid Schedule as full compensation for furnishing all materials, performing all work, and fulfilling all obligations hereunder. In no event shall the total compensation and costs payable to CONTRACTOR under this Agreement exceed the sum of \$3,189,241.00 (Three Million, One Hundred and Eighty Nine Thousand, Two Hundred and Forty One 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.

B. This AGREEMENT is subject to the provisions of Article 1.7 (commencing at Section 20104.50) of Division 2, Part 3 of the Public Contract Code regarding prompt payment of CONTRACTORS by local governments. Article 1.7 mandates certain procedures for the payment of undisputed and properly submitted payment requests within 30 days after receipt, for the review of payment requests, for notice to CONTRACTOR of improper payment requests, and provides for the payment of interest on progress payment requests which are not timely made in accordance with that Article. This AGREEMENT hereby incorporates the provisions of Article 1.7 as though fully set forth herein.

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

ARTICLE IV: Labor Code

AGENCY and CONTRACTOR acknowledge that this AGREEMENT is subject to the provisions of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code relating to public works and public agencies and agree to be bound by all the provisions thereof as though set forth fully herein. Full compensation for conforming to the requirements of the Labor Code and with other Federal, State and local laws related to labor, and rules, regulations and ordinances which apply to any work performed pursuant to this AGREEMENT is included in the price for all contract items of work involved.

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

A. The CONTRACTOR shall pay the prevailing wage rates for all work performed under the AGREEMENT. When any craft or classification is omitted from the general prevailing wage determinations, the CONTRACTOR shall pay the wage rate of the craft or classification most closely related to the omitted classification. The CONTRACTOR shall forfeit as a penalty to AGENCY \$200.00 or any greater penalty provided in the Labor Code for each Calendar Day, or portion thereof, for each worker paid less than the prevailing wage rates for any work done under the AGREEMENT in violation of the provisions of the Labor Code whether such worker is employed in the execution of the work by CONTRACTOR or by any Subcontractor under CONTRACTOR. In addition, CONTRACTOR shall pay each worker the difference between such prevailing wage rates and the amount paid to each worker for each Calendar Day, or portion thereof, for which each worker was paid less than the prevailing wage rate.

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

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

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

E. This AGREEMENT is further subject to 8-hour work day and wage and hour penalty law, including, but not limited to, Labor Code Sections 1810 and 1813, as well as California nondiscrimination laws, as follows:

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

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

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

ARTICLE V: Work Site Conditions

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

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

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

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

- (1) Material that CONTRACTOR believes may be hazardous waste, as defined in Section 25117 of the Health and Safety Code, which is required to be removed to a Class I, Class II, or Class III disposal site in accordance with existing law.
- (2) Subsurface or latent physical conditions at the site differing from those indicated by all available information provided prior to the deadline for submission of bids.

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

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

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

ARTICLE VI: Insurance

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

B. This AGREEMENT is further subject to Workers' Compensation obligations, including, but not limited to, California Labor Code Sections 1860 and 1861 as follows:

CONTRACTOR shall take out and maintain, during the life of this contract, Worker's Compensation Insurance for all of CONTRACTOR's employees employed at the site of improvement; and, if any work is sublet, CONTRACTOR shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees, unless such employees are covered by the protection afforded by CONTRACTOR. CONTRACTOR and any of CONTRACTOR's subcontractors shall be required to provide AGENCY with a written statement acknowledging its obligation to secure payment of Worker's Compensation Insurance as required by Labor Code § 1861; to wit: 'I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.' If any class of employees engaged in work under this AGREEMENT at the site of the Project is not protected under any Worker's Compensation law, CONTRACTOR shall provide and shall cause each subcontractor to provide adequate insurance for the protection of employees not otherwise protected. CONTRACTOR shall indemnify and hold harmless AGENCY for any damage resulting from failure of either CONTRACTOR or any subcontractor to take out or maintain such insurance.

ARTICLE VII: Indemnification

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

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

ARTICLE VIII: Binding Effect

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

ARTICLE IX: Dispute Resolution

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

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

C. This AGREEMENT is further subject to the provisions of Article 1.5 (commencing at Section 20104) of Division 2, Part 3 of the Public Contract Code regarding the resolution of public works claims of less than \$375,000. Article 1.5 mandates certain procedures for the filing of claims and supporting documentation by CONTRACTOR, for the response to such claims by the AGENCY, for a mandatory meet and confer conference upon the request of CONTRACTOR, for mandatory

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

ARTICLE X: Independent CONTRACTOR

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

ARTICLE XI: Taxes

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

ARTICLE XII: Notices

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

AGENCY: Robert Yalda

CONTRACTOR: Eric Landegger

CITY OF CALABASAS

CONTRACTOR'S BUSINESS NAME

100 Civic Center Way

28548 Livingston Avenue

Calabasas, CA 91302-3172

Valencia, CA 91355

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 22nd day of April, 2015.

CONTRACTOR: C.A. Rasmussen, Inc.

Charles Rasmussen, President
CONTRACTOR's License No. 254681

AGENCY:

Lucy Martin
Mayor of the
City of Calabasas

Date

ATTESTED:

Maricela Hernandez
City Clerk of the
City of Calabasas

Date

APPROVED AS
TO FORM:

Scott Howard
City Attorney of the
City of Calabasas

Date

(EXECUTE IN DUPLICATE)

CERTIFICATE OF ACKNOWLEDGMENT

State _____ of California
County of _____

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

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

WITNESS my hand and official seal.

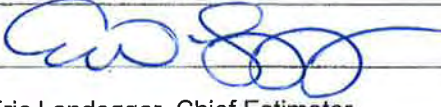
Signature _____ (SEAL)

**STATEMENT REGARDING INSURANCE COVERAGE
MULHOLLAND SCENIC CORRIDOR IMPROVEMENTS PHASE III
SPECIFICATION NO. 14-15-06
IN THE CITY OF CALABASAS, CALIFORNIA**

The undersigned representative of Bidder hereby certifies that he/she has reviewed the insurance coverage requirements specified in 7-3 **LIABILITY INSURANCE** of Section E, Standard Specifications. 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: C. A. Rasmussen, Inc.

MAILING ADDRESS: 28548 Livingston Avenue
Valencia, CA 91355

AUTHORIZED SIGNATURE: 

TITLE: Eric Landegger, Chief Estimator

DATE: 4/20/2015

STATEMENT REGARDING CONTRACTOR'S LICENSING LAWS
MULHOLLAND SCENIC CORRIDOR IMPROVEMENTS PHASE III
SPECIFICATION NO. 14-15-06
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: 254681

License Expiration Date: 5/31/2017

Authorized Signature: 
Eric Landegger, Chief Estimator

Date: 4/20/2015

NON-COLLUSION AFFIDAVIT

The undersigned declares:

I am the Chief Estimator of C. A. Rasmussen, Inc., the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on the 20th day April, 2015 at Calabasas, California.



CONTRACTOR's Signer's Name

Eric Landegger, Chief Estimator

CONTRACTOR's Signer's Title

C. A. Rasmussen, Inc.

CONTRACTOR's Business Name

Business Address: 28548 Livingston Avenue Valencia, CA 91355
CONTRACTOR's Business Name C. A. Rasmussen, Inc.
Mailing Street Address 28548 Livingston Avenue
City, State, Zip Code Valencia, CA 91355
Telephone # 661-367-9040

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

Subscribed and sworn to (or affirmed) before me on this 20th day of April, 2015, by Eric Landegger, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature _____



(Seal)



**PAYMENT BOND
MULHOLLAND SCENIC CORRIDOR PHASE III PROJECT, SPECIFICATION NO.
14-15-06, AGREEMENT
IN THE CITY OF CALABASAS, CALIFORNIA**

WHEREAS, the City of Calabasas, as AGENCY has awarded to C. A Rasmussen Inc., as CONTRACTOR, a contract for the above-stated project;

AND WHEREAS, CONTRACTOR is required to furnish a bond in connection with the contract, to secure the payment of claims of laborers, mechanics, material persons, and other persons as provided by law;

NOW THEREFORE, we, the undersigned CONTRACTOR and SURETY, are held and firmly bound unto AGENCY in the sum of Three Million, One Hundred and Eighty Nine Thousand, Two Hundred and Forty One Dollars (\$3,189,241.00) which is one hundred percent (100%) of the total contract amount for the above-stated project, for which payment well and truly to be made we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION IS SUCH that if CONTRACTOR, its heirs, executors, administrators, successors, assigns or subcontractors, shall fail to pay any of the persons named in Civil Code Section 9100, or amounts due under the Unemployment Insurance Code with respect to work or labor withheld, and to pay over to the Employment Development Department from the wages of employees of the CONTRACTOR and its subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to such work and labor, that the surety or sureties herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, SURETY will pay reasonable attorneys' fees to the plaintiffs and AGENCY in an amount to be fixed by the court.

This bond shall inure to the benefit to any of the persons named in Civil Code Section 9100 as to give a right of action to such persons or their assigns in any suit brought upon this bond.

The SURETY hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or the specifications accompanying it shall in any manner affect SURETY's obligations on this bond. The SURETY hereby waives notice of any such change, extension, alteration or addition and hereby waives the requirements of Section 2845 of the Civil Code as a condition precedent to any remedies AGENCY may have.

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

CONTRACTOR* Charles Rasmussen, President
 C.A. Rasmussen Inc.
 28548 Livingston Avenue
 Valencia, CA 91355
 661.367.9040

Surety* _____

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

(EXECUTE IN DUPLICATE)

CERTIFICATE OF ACKNOWLEDGMENT

State of California
County of _____

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

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

WITNESS my hand and official seal.

Signature _____ (SEAL)

**FAITHFUL PERFORMANCE BOND
MULHOLLAND SCENIC CORRIDOR PHASE III PROJECT, SPECIFICATION NO.
14-15-06, AGREEMENT
IN THE CITY OF CALABASAS, CALIFORNIA**

KNOW ALL PERSONS BY THESE PRESENTS that C.A. Rasmussen, hereinafter referred to as "CONTRACTOR" as PRINCIPAL, and _____, a corporation duly organized and doing business under and by virtue of the laws of the State of California and duly licensed for the purpose of making, guaranteeing, or becoming sole surety upon bonds or undertakings as Surety, are held and firmly bound unto the CITY OF CALABASAS, CALIFORNIA, hereinafter referred to as the "AGENCY" in the sum of Three Million, One Hundred and Eighty Nine Thousand, Two Hundred and Forty One Dollars (\$3,189,241.00) which is one hundred percent (100%) of the total contract amount for the above stated project; lawful money of the United States of America for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, assigns and successors, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that whereas CONTRACTOR has been awarded and is about to enter into a Contract with AGENCY to perform all work required pursuant to the contract documents for the project entitled: MULHOLLAND SCENIC CORRIDOR PHASE III PROJECT, SPECIFICATION NO. 14-15-06, CONTRACT which Contract is by this reference incorporated herein, and is required by AGENCY to give this Bond in connection with the execution of the Contract;

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

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

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

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

CONTRACTOR* Charles Rasmussen, President
C.A. Rasmussen Inc.
28548 Livingston Avenue
Valencia, CA 91355
661.367.9040

Surety* _____

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

(EXECUTE IN DUPLICATE)

CERTIFICATE OF ACKNOWLEDGMENT

State of California
County of _____

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

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

WITNESS my hand and official seal.

Signature _____ (SEAL)

MAINTENANCE BOND
MULHOLLAND SCENIC CORRIDOR PHASE III PROJECT, SPECIFICATION NO.
14-15-06, AGREEMENT
IN THE CITY OF CALABASAS, CALIFORNIA

KNOW ALL PERSONS BY THESE PRESENTS THAT WHEREAS, the City of Calabasas, as AGENCY has awarded to C.A. Rasmussen, as CONTRACTOR, a contract for the above-stated project.

AND WHEREAS, CONTRACTOR is required to furnish a bond in connection with the contract guaranteeing maintenance thereof;

NOW, THEREFORE, we, the undersigned CONTRACTOR and SURETY, are held firmly bound unto AGENCY in the sum of One Million Dollars, Five Hundred Ninety Four Thousand, Six Hundred and Twenty Dollars and Fifty Cents (\$1,594,620.50), which is fifty percent (50%) of the total contract amount for the above-stated project to be paid to AGENCY, its successors and assigns, for which payment well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that if CONTRACTOR shall remedy without cost to AGENCY any defects which may develop during a period of one (1) year from the date of recordation of the Notice of Completion of the work performed under the contract, provided such defects are caused by defective or inferior materials or work, then this obligation shall be void; otherwise it shall be and remain in full force and effect. In case suit is brought upon this bond, SURETY will pay reasonable attorneys' fees to the AGENCY in an amount to be fixed by the court.

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

| | |
|-------------|----------------------------------------------------------------------------------------------------------------------|
| CONTRACTOR* | Charles Rasmussen, President C.A. Rasmussen Inc. 28548 Livingston Avenue Valencia, CA 91355 661.367.9040 |
|-------------|----------------------------------------------------------------------------------------------------------------------|

Surety* _____

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

(EXECUTE IN DUPLICATE)

CERTIFICATE OF ACKNOWLEDGMENT

State of California
County of _____

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

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

WITNESS my hand and official seal.

Signature _____ (SEAL)

NON-COLLUSION AFFIDAVIT

The undersigned declares:

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

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

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

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

Charles Rasmussen

President

C. A. Rasmussen

Business Address:
Charles Rasmussen, President
C.A. Rasmussen Inc.
28548 Livingston Avenue
Valencia, CA 91355
661.367.9040

WORKERS' COMPENSATION INSURANCE CERTIFICATE

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

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

DATE: _____

C.A. Rasmussen

By: _____
(Signature)

(Title)

Attest:

By: _____
(Signature)

(Title)

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

ENDORSEMENTS TO INSURANCE POLICY

Name of Insurance Company: _____

Policy Number: _____

Effective Date: _____

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

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

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

Authorized Insurance Agent

Date: _____



CITY of CALABASAS

City Revenue and Expenditures (Council Workshop Presentation)

April 29, 2015

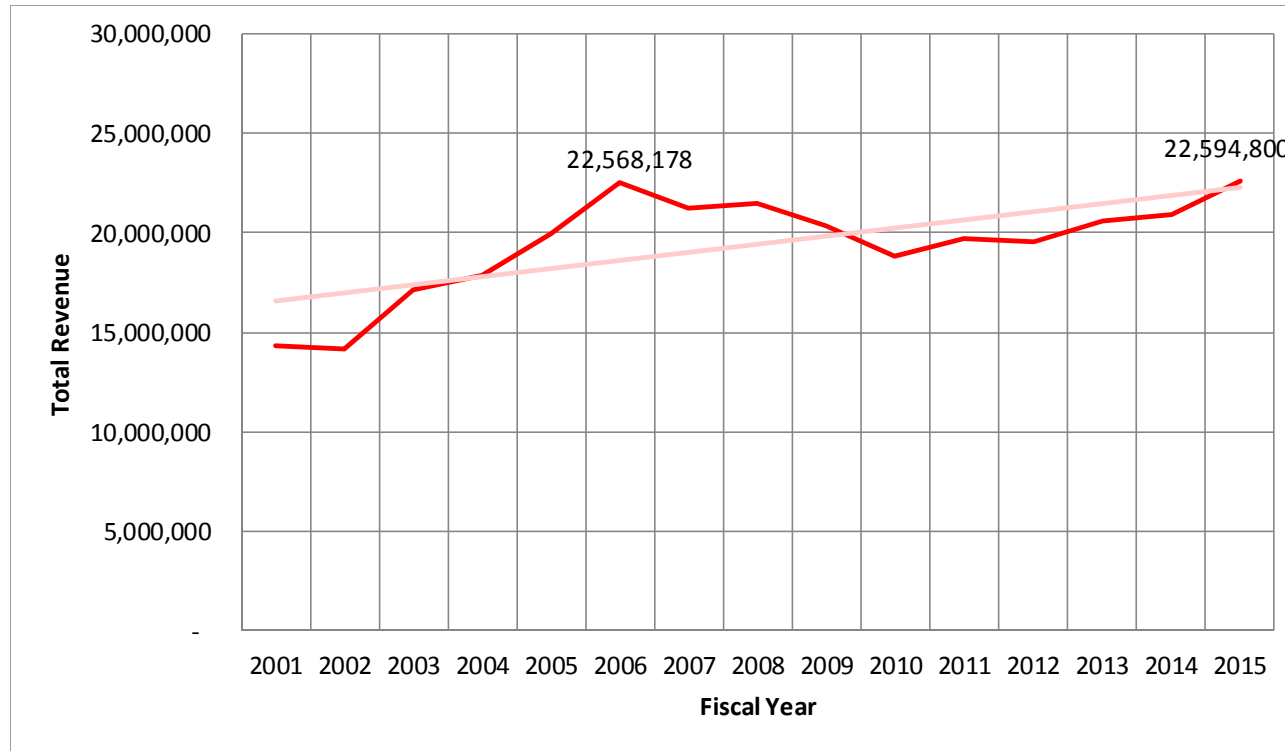


The Presentation

- Revenue History
 - Sources of Revenue
 - Sales Tax
 - Utility User's Tax (UUT)
 - Property Tax
 - Transient Occupancy Tax (ToT)
 - Interest Earnings
- Expenditure History
- Revenue & Expenditure Possibilities



Total Revenue History





Sources of Revenue (by Major Category)

| | <u>Estimate</u> | <u>%</u> |
|----------------------------------------------------|----------------------------|--------------------|
| Sales Tax (1%) | \$6,825,400 | 30% |
| Utility User's Tax (5%) | 3,507,900 | 16% |
| Property Tax (4.17% of 1%) | 3,119,300 | 14% |
| Vehicle License Fees (0.65%) | 2,051,500 | 9% |
| Transient Occupancy Tax (12%) | 1,564,000 | 7% |
| Creekside Preschool Registration | 950,000 | 4% |
| Franchise Fees (Cable, Elec., Gas) | 797,300 | 4% |
| Planning Fees | 705,000 | 3% |
| Building Fees | 450,000 | 2% |
| Interest Income | 279,300 | 1% |
| DeAnza Recreation Program Fees | 180,000 | 1% |
| DeAnza Senior Programming | 125,000 | 1% |
| DeAnza Youth Sport Leagues | 116,800 | 1% |
| Engineering Fees | 113,000 | 1% |
| Other (interfund x-fers, lease income, LVPA, etc.) | 1,810,300 | 8% |
| Total Revenue | <u>\$22,594,800</u> | <u>100%</u> |



Sales Tax

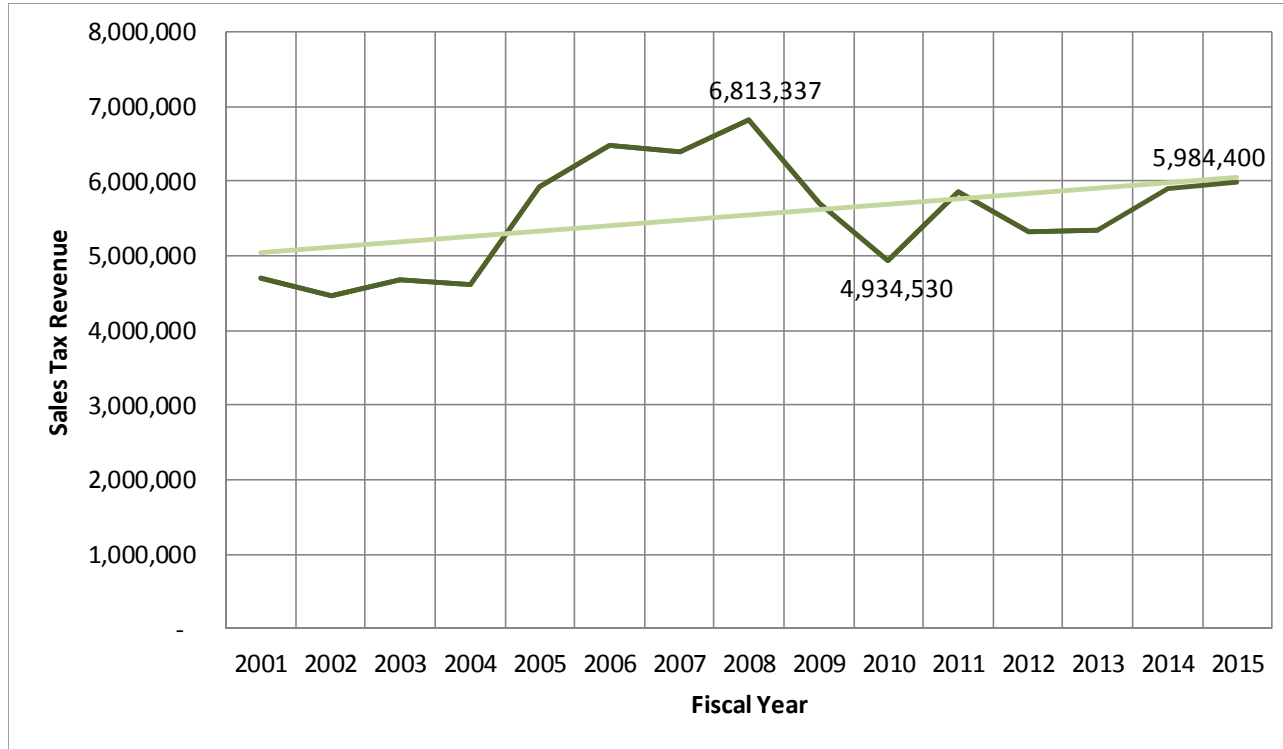
1. ~58% of Sales Tax Revenue comes from only 10 companies.
2. ~72% of Sales Tax Revenue come from 5 Economic Segments.

| <u>Categories</u> | <u>Amount</u> | |
|-------------------------------------|--------------------|--------------|
| Auto Sales - New | \$1,373,385 | 26.2% |
| Business Services | 830,431 | 15.8% |
| Leasing | 600,991 | 11.5% |
| Restaurants | 547,881 | 10.5% |
| Service Stations | 401,518 | 7.7% |
| Sub-total Sales Tax - Top 10 | \$3,754,206 | 71.7% |

3. Top 2 Sales Tax producers generate \$1.1M annually, roughly 21% of all Sales Tax Revenue.
4. Volvo of Calabasas left the City; and IXIA Communications moved most of its sales function to Santa Clara, CA in 2010.

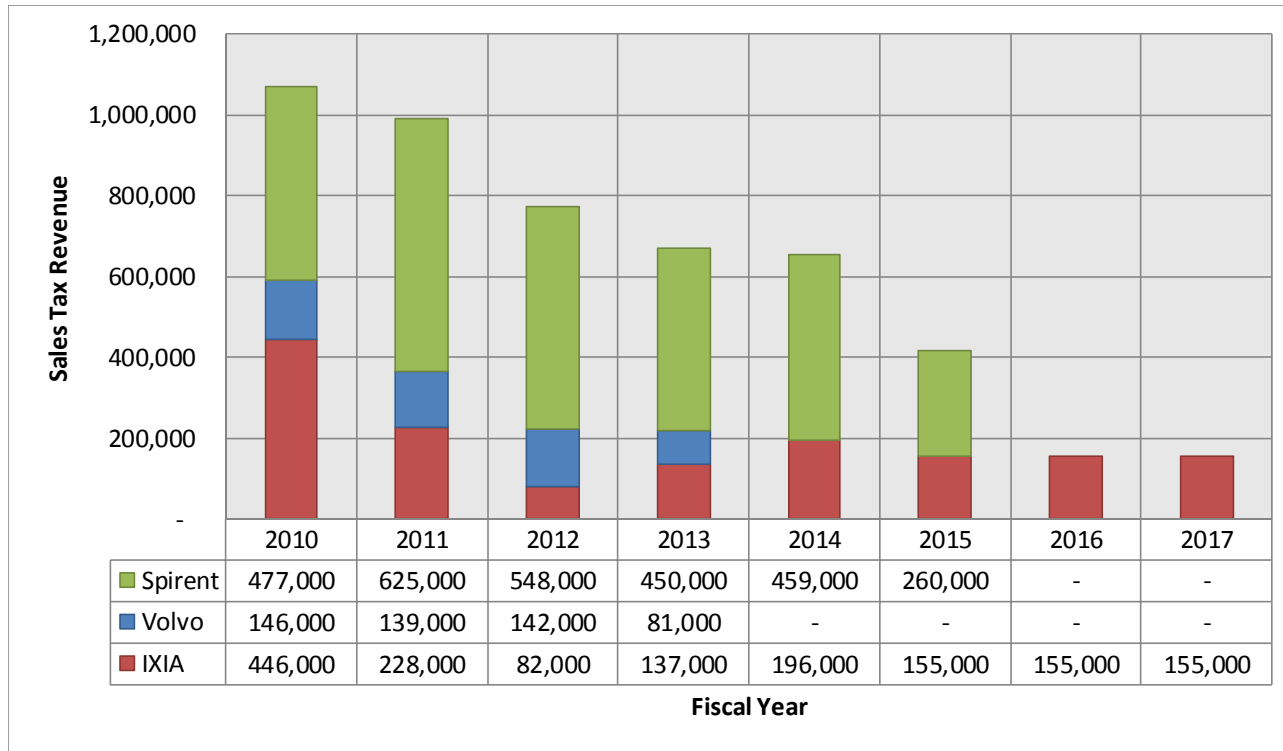


Sales Tax History





Historical and Projected Changes to Sales Tax





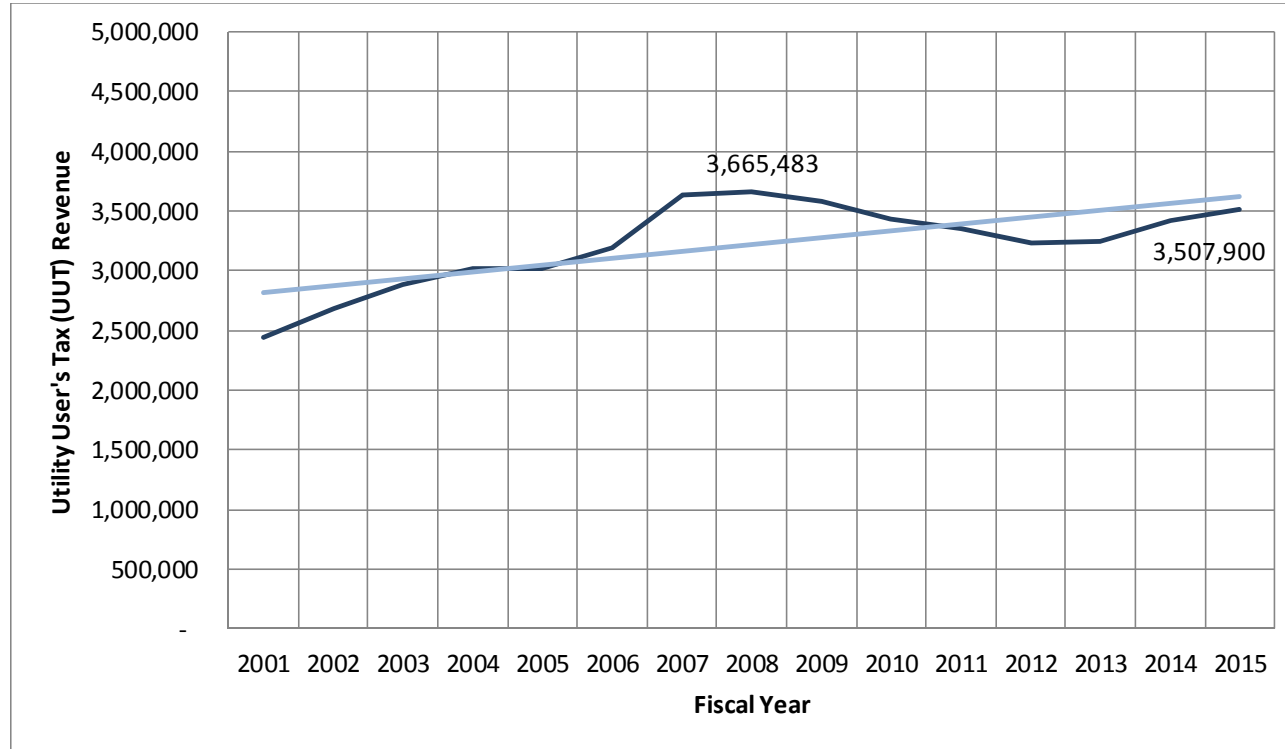
CITY of CALABASAS

Utility User's Tax (UUT)

| <u>Sources (5% of telephone, cell, gas, and electric)</u> | <u>Estimate</u> | <u>%</u> |
|-----------------------------------------------------------|--------------------|-------------|
| Electric | \$1,961,500 | 56% |
| Gas | 446,300 | 13% |
| Telecommunications | 1,100,100 | 31% |
| Total UUT | \$3,507,900 | 100% |



Utility User's Tax (UUT) - History





CITY of CALABASAS

Property Tax and How It's Calculated

FORMULA: Net Assessed Value x 1% x City Share

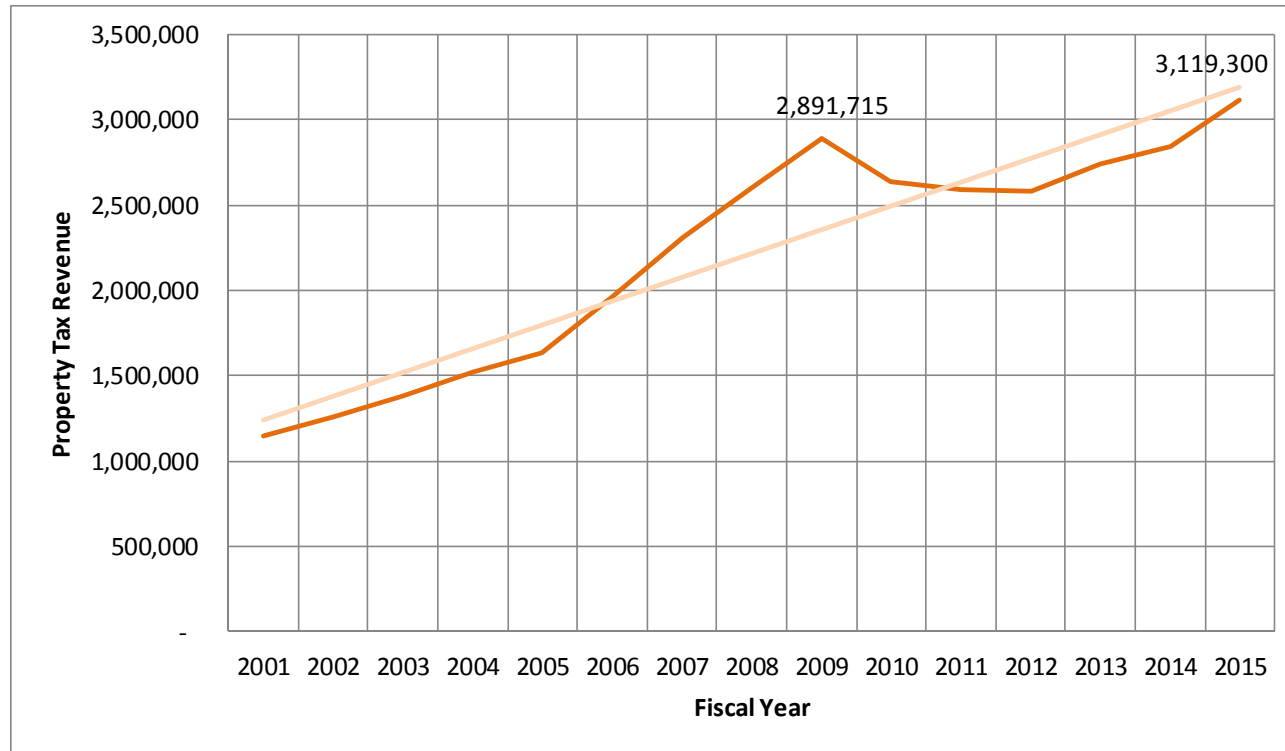
Net Assessed Value = \$7,480,335,731

City Share = 4.17%

Est. Propert Tax Revenue = \$3,119,300



Property Tax History





Transient Occupancy Tax (ToT)

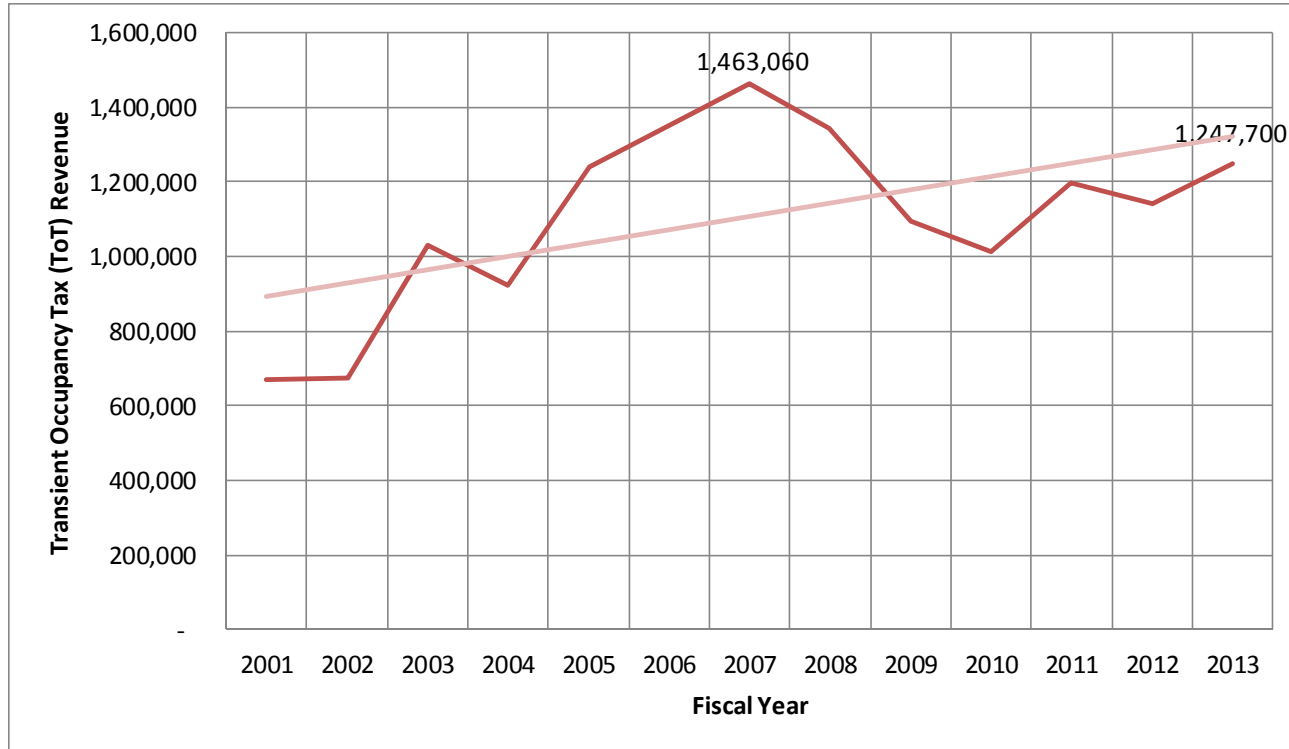
ToT by Hotel (est.)

| | |
|-------------------|--------------------|
| Hilton Garden Inn | \$733,200 |
| The Anza Hotel | 462,100 |
| Good Nite Inn | 368,700 |
| Total ToT | \$1,564,000 |

NOTE: If the tax rate is increased from 12% to 14%, assuming current pricing and occupancy rates remain unchanged, the City would realize an additional \$260,700 in ToT revenue per year.



Transient Occupancy Tax (ToT) History





CITY of CALABASAS

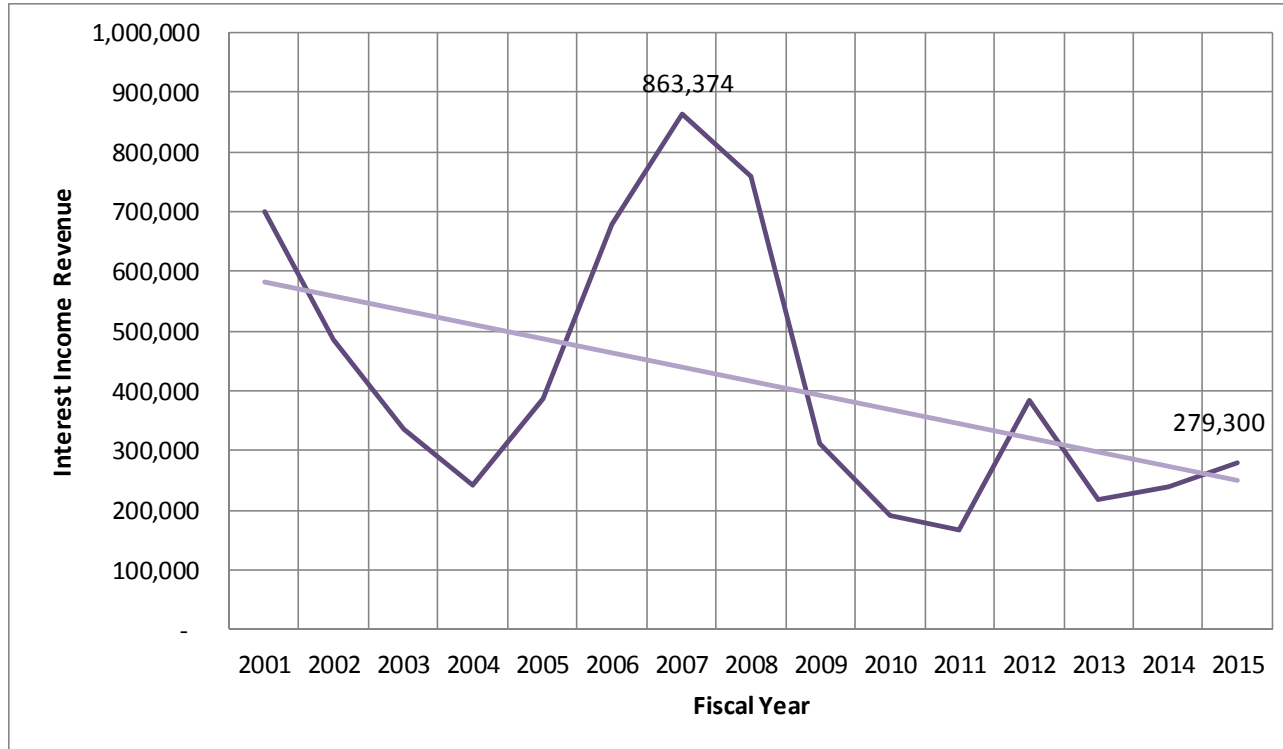
Interest Income

Investments

| | |
|-------------------------------------|--------------|
| Local Agency Investment Fund (LAIF) | 0.26% |
| Brokerage Accounts (Gov't Agencies) | 3.20% |
| Weighted Average Return | 1.74% |

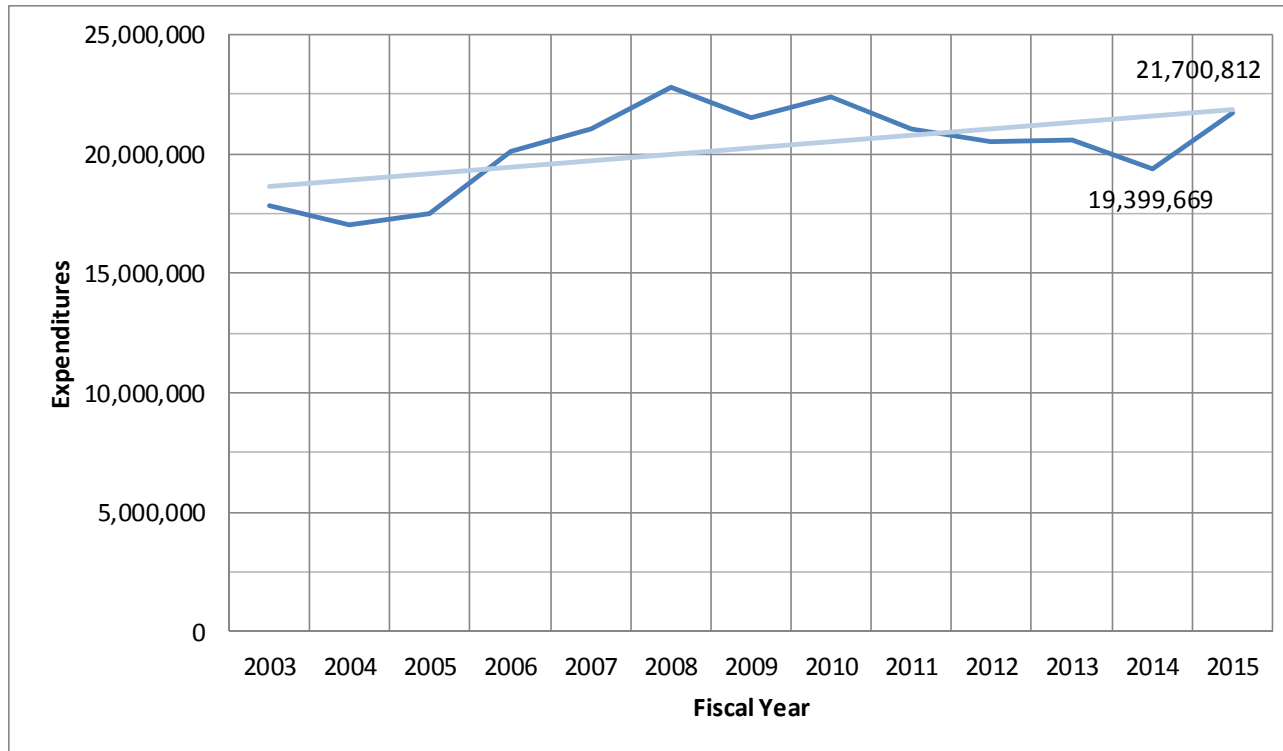


Interest Income History (General Fund)





Expenditure History





Revenue Increase Possibilities

| | |
|-----------------------------------------------------|--------------------|
| 1. <u>Craftsman's Corner (Annexation)</u> | |
| Est. Property Tax Revenue | \$96,300 |
| Est. Sales Tax Revenue (Maximum) | 334,300 |
| Total Craftsman's Corner Tax Revenue | \$430,600 |
| 2. <u>Two new hotels</u> | |
| Assuming the average ToT of existing hotels | \$1,042,600 |
| 3. <u>A new auto dealer</u> | |
| Assuming the average of current auto dealers | \$457,800 |
| TOTAL REVENUE INCREASE POSSIBILITIES | \$1,931,000 |



Revenue Decrease Possibilities

| | |
|------------------------------------------------|---------------------------|
| 1. <u>Decrease in Utility User's Tax</u> | |
| LVMWD Exemption | (\$45,000) |
| 2. <u>Gas Tax (Fund 15)</u> | |
| Highway User Tax Allocation (Demand & Pricing) | (\$180,300) |
| 3. <u>Sales Tax Loss</u> | |
| West Agoura Road Annexation (Spirent) | (\$128,500) |
| TOTAL REVENUE DECREASE POSSIBILITIES | <u>(\$353,800)</u> |



Expenditure Increase Possibilities

| | | |
|-----------------------------------------------------|--|------------------------|
| <i>1. Increase in Sheriff Service Rates</i> | | |
| 2.5% increase in cost of Deputy Service Unit | | (\$104,900) |
| <i>2. Senior Center O&M</i> | | |
| Operating Cost Estimate | | (\$620,000) |
| TOTAL EXPENDITURE INCREASE POSSIBILITIES | | (\$724,900) |



Summary of Possibilities

| | |
|--------------------------------------------|-------------------------|
| Revenue Increase | \$1,931,000 |
| Revenue Decrease | (\$353,800) |
| Expenditure Increase | (\$724,900) |
| TOTAL POSSIBLE CHANGES TO CASH FLOW | <u>\$852,300</u> |

RESOLUTION NO 2003-846**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CALABASAS, CALIFORNIA, ESTABLISHING PARAMETERS FOR EXPENDITURES FROM COUNCILMEMBER DISCRETIONARY ACCOUNTS.**

WHEREAS, the City Council has established, via the City budget, discretionary accounts for each Councilmember to defray lawful expenses of their offices; and

WHEREAS, the City Council has delegated to each Councilmember the authority to incur expenses to be funded from these discretionary accounts; and

WHEREAS, it is appropriate for the City Council to provide specific authority for such expenditures to make clear the manner and terms of this delegation of authority.

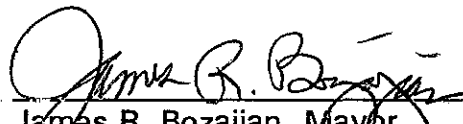
NOW, THEREFORE, the City Council hereby resolves as follows:

1. ***Delegation of Authority.*** Each member of the City Council is hereby delegated authority to obligate the City to an expenditure against his or her discretionary account in the manner prescribed by this Resolution and not otherwise.
2. ***Expenditure at Direction of Affected Councilmember.*** Amounts may be drawn from a Councilmember's discretionary account only upon written authorization of the Councilmember, only if an unexpended budget appropriation remains for that purpose, and only if the expenditure is consistent with the requirements of this Resolution and the requirements of applicable law.
3. ***Authorized Expenditures.*** A Councilmember may obligate the City to an expenditure against his or her discretionary account for any of the following purposes provided that the other requirements of this Resolution are met: office supplies; staff assistance, provided that the employment of any such person complies with applicable law and with the City's policies and procedures regarding temporary, part-time and casual employees; records storage; any proper purpose of the City, including, but not limited to support of events and organizations that promote the economic development objectives of the City or which provide community and social services; travel, training and conferences related to the performance of his or her office not otherwise covered by a budget authorization; plaques, certificates and other means to recognize contributions to the City and the community; pins, badges, and other memorabilia bearing the name and/or logo of the City for purposes of community promotion and economic development; and other reasonable expenses necessary to the service to the City of the Councilmember who authorizes the expenditure.


4. ***No Unlawful Charges.*** Nothing in this Resolution shall authorize any person to make any expenditure which is not a lawful expenditure of the City nor an expenditure which is unreasonable in amount or unnecessary to the accomplishment of a proper public purpose of the City.
5. ***Additional Authority.*** Should any member of the Council wish to incur an expense beyond the budgeted amount of his or her discretionary account or for a purpose not authorized by this Resolution, he or she shall request the Mayor to agendize the matter for discussion by the City Council which may, but need not, elect to authorize that expenditure.
6. ***Documentation and Approval.*** Any expenditure authorized by this Resolution shall be subject to approval by the City Manager or Chief Financial Office and documented in the manner required of other City expenditures, such as a purchase order or check request and shall be audited in the manner of other warrants of the City and, if and as required by City policy, shall also be supported by one or more receipts or quotes.
7. ***Effectiveness, Declaratory of Existing Law, and Amendment.*** This Resolution is effective immediately upon its adoption, but is intended to declare the terms of the Council's previous delegation of authority via the budget to individual members of the City Council. This Resolution shall remain in effect unless and until amended or repealed by the City Council.

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 1st day of October, 2003.


James R. Bozajian, Mayor

ATTEST:


Mark Jomsky, Deputy City Clerk

APPROVED AS TO FORM:


Michael G. Colantuono, City Attorney

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS
CITY OF CALABASAS)

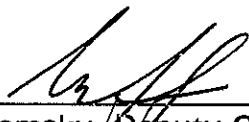
I, **MARK JOMSKY**, Deputy City Clerk of the City of Calabasas, California, **DO HEREBY CERTIFY** that the foregoing resolution, being **Resolution No. 2003-846** was duly adopted by the City Council of the City of Calabasas, at a regular meeting of the City Council held October 1, 2003, and that it was adopted by the following vote, to wit:

AYES: Mayor Bozajian, Mayor pro Tem Harrison, Councilmembers Devine, Groveman, Washburn.

NOES: None.

ABSTAIN: None.

ABSENT: None



Mark Jomsky, Deputy City Clerk
City of Calabasas, California



CITY of CALABASAS

CITY COUNCIL AGENDA REPORT

DATE: APRIL 21, 2015

TO: HONORABLE MAYOR AND COUNCILMEMBERS

**FROM: ANTHONY M. COROALLES, CITY MANAGER
MARICELA HERNANDEZ, MMC, CITY CLERK**

SUBJECT: OPEN SPACE ORDINANCE

MEETING

DATE: APRIL 29, 2014

SUMMARY RECOMMENDATION:

Mayor pro Tem Bozajian requested that Ordinance No. 2005-225 related to Open Space be brought forward for discussion and review.

DISCUSSION:

Ordinance No. 2005-225 (Measure D) was passed by the voters during a special consolidated election on November 8, 2005. The Ordinance's sunset date is November 8, 2030.

Important Dates to consider for the upcoming November 3, 2015 General Municipal Election:

1. May 15 - Suggested last day to file petitions regarding measures
2. June 16 – Election official to publish notice of election for measures
3. Last Day to file arguments and impartial analyses / must be 14 days after Council calls for election

ATTACHMENTS:

- A. Adopted Ordinance No. 2005-225
- B. Resolution No. 2005-954
- C. Resolution No. 2005-955
- D. Argument in Support of Measure D (Open Space)

ORDINANCE NO. 2005-225

AN ORDINANCE OF THE CITY OF CALABASAS TO PROTECT OPEN SPACE IN THE CITY BY REQUIRING VOTER APPROVAL OF ANY REDESIGNATION OF LANDS DESIGNATED AS OPEN SPACE IN THE CALABASAS GENERAL PLAN, AMENDING THE CALABASAS MUNICIPAL CODE, AND RE-ADOPTING THOSE PROVISIONS OF THE CALABASAS GENERAL PLAN DESIGNATING PROPERTY IN THE CITY AS OPEN SPACE

THE PEOPLE OF THE CITY OF CALABASAS DO ORDAIN AS FOLLOWS:

SECTION 1. PURPOSE AND FINDINGS

The purpose of this ordinance is to protect, preserve and enhance the existing open space in the City of Calabasas. The People of the City of Calabasas hereby find that the remaining areas of open space in the City are a precious resource in an increasingly urban society. The prevalence of open space in Calabasas contributes greatly to the quality of life of the community. Accordingly, the objectives of this ordinance are:

(a) To preserve open space in the City, and to allow only such low-intensity uses of such land as are consistent with the General Plan, applicable Specific Plans and the City's zoning ordinance.

(b) To encourage the preservation of natural resources, agriculture, and private and public outdoor recreational uses permitted in open space areas by State and local law;

(c) To maintain the character of the City;

(d) To reserve to the voters of the City the ultimate determination whether open space land should be converted to other uses.

The People of Calabasas hereby find that the preservation of existing open space in the City and open space acquired or designated in the future is necessary to protect the quality of life in the City. As undeveloped land becomes scarcer, urban encroachment into remaining open space areas constitutes a threat to the public health, safety and welfare. This Ordinance serves the goals, policies and objectives of the General Plan relating to the preservation of open space by requiring voter approval before any land designated for open space use is redesignated for another use. The adoption of this measure is intended to be consistent with *DeVita v. County of Napa* (1995) 9 Cal.4th 763.

SECTION 2. READOPTION OF GENERAL PLAN DESIGNATIONS

The Land Use Map of the Calabasas General Plan adopted on September 6, 1995 by Resolution Number 95-346 and as amended through July 20, 2005 is hereby readopted.

SECTION 3. AMENDMENT, VOTER APPROVAL

The Calabasas Municipal Code is hereby amended to add a new Section 17.16.040 to read as follows:

"17.16.040 Voter Approval Required for Redesignation of Open Space for Non-Open-Space Use.

A. 1. No amendment to the General Plan or any Specific Plan that would redesignate for non-open space use of any property in the City designated OS-R or OS-RP by the Land Use Map of the Calabasas General Plan adopted on September 6, 1995 by Resolution Number 95-346 and as amended through July 20, 2005 shall be effective for any purpose until that amendment has been approved by two-thirds of the voters of the city casting votes on the question. To propose such an amendment, the city shall follow the procedures required by law, including the California Environmental Quality Act, Public Resources Code Sections 21000 et seq., for the adoption of the measure and then place the amendment on the ballot. Such an amendment may take effect only upon two-thirds approval of those casting votes on the question.

2. No amendment to the General Plan or any Specific Plan that would redesignate for non-open space use any property in the City designated PF-R by the Land Use Map of the Calabasas General Plan adopted on September 6, 1995 by Resolution Number 95-346 and as amended through July 20, 2005 shall be effective for any purpose without compliance with the applicable requirements of California law which protect park lands, including, but not limited to, Government Code Sections 25550.7, 37111, 37111.1, 38440 - 38462, 38501 - 38510 and Public Resources Code Sections 5400 et seq. If the applicable requirements of California law which protect park lands should be amended after November 8, 2005 to reduce or eliminate requirements for a supermajority Council vote or for a vote of the electorate of the City, then such supermajority Council vote or vote of the electorate shall continue to be required for the redesignation for non-open space use of property in the City designated PF-R by virtue of the Ordinance which adopted this subsection A.

B. Paragraph A. of this section shall not apply to:

1. Amendments determined by the City Council, on the advice of the City Attorney, to be necessary to avoid an unconstitutional taking of private property or otherwise required by law;

2. Reorganization, renumbering or updating elements of the General Plan in accordance with State law, provided that such actions do not reduce the property designated OS-R, OS-RP, and PF-R; or

3. Amendments which facilitate any of the following land uses: uses permitted in the PF land use district; uses in support of open space uses such as bus shelters, parking facilities, and comfort stations; and public utility facilities such as antennae and pipelines.

C. Any land designated OS-R, OS-RP or PF-R after July 20, 2005 shall become subject to the requirements of this section upon such designation.

D. This section shall be of no further force and effect on and after November 8, 2030 unless it is sooner readopted, repealed or amended by the voters of the city.

SECTION 4. AMENDMENT OR REPEAL

(a) Except as authorized in Section 17.16.040(A)(2) of the Calabasas Municipal Code as set forth above or otherwise by this Ordinance, the provisions of this Ordinance and those portions of the Land Use Map of the Calabasas General Plan adopted on September 6, 1995 by Resolution Number 95-346 and as amended through July 20, 2005 which designate land in the OS-R, OS-RP and PF-R districts may be amended or repealed only by the voters of the City of Calabasas

(b) This measure shall not require voter approval of amendments with respect to any application for a land use entitlement deemed complete by the city prior to June 20, 2005 and pending on that date.


SECTION 5. SEVERABILITY

If any provision, section, paragraph, sentence or word of this Ordinance, or the application thereof to any person or circumstance, is rendered or declared invalid by any court of competent jurisdiction, the remaining provisions, sections, paragraphs, sentences or words of this Ordinance, and their application to other persons or circumstances, shall not be affected thereby and shall remain in full force and effect and, to that end, the provisions of this Ordinance are severable.

SECTION 6. EFFECTIVE DATE. Pursuant to California Elections Code section 9217, this Ordinance shall take effect ten days after City Council certification of the results of the election at which it is adopted.


SECTION 7. CERTIFICATION. The Mayor is hereby authorized to subscribe this Ordinance where indicated below to evidence its adoption by the voters of the City and upon that subscription, the City Clerk shall certify to the passage and adoption of this ordinance and shall cause it to be posted according to law.

PASSED, APPROVED AND ADOPTED, this 8th day of November 2005.



Barry Groveman, Mayor

ATTEST:



Gwen Peirce, Assistant City Clerk

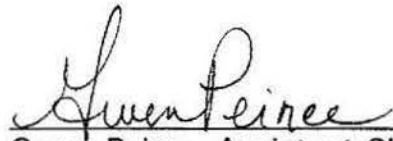
APPROVED AS TO FORM:



for Michael G. Colantuono, City Attorney

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS
CITY OF CALABASAS)

I, **GWEN PEIRCE**, Assistant City Clerk of the City of Calabasas, California, **DO HEREBY CERTIFY** that the foregoing ordinance, being **Ordinance No. 2005-225** was duly adopted by the voters of the City of Calabasas, at a Special Election held November 8, 2005.



Gwen Peirce, Assistant City Clerk
City of Calabasas, California

RESOLUTION NO. 2005-954

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CALABASAS, CALIFORNIA CALLING AND GIVING NOTICE OF THE HOLDING OF A SPECIAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 8, 2005, FOR THE SUBMISSION TO THE VOTERS A QUESTION RELATING TO OPEN SPACE PRESERVATION

WHEREAS, the City Council of the City of Calabasas, California desires to submit to the voters at a Special Municipal Election a question relating to the preservation of open space in the City; and

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

SECTION 1. That pursuant to the requirements of the laws of the State of California relating to General Law Cities, there is called and ordered to be held in the City of Calabasas, California, on Tuesday, November 8, 2005, a Special Municipal Election for the purpose of submitting the following question:

| | | |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|--|
| Shall Ordinance No. 2005-225 be adopted to protect and preserve the existing areas of Open Space in Calabasas by requiring two-thirds voter approval before any land in the City designated as Open Space may be redesignated for another use? | YES | |
| | NO | |

SECTION 2. That the complete text of the proposed ordinance submitted to the voters is attached as Exhibit A to this resolution.

SECTION 3. That the ballots to be used at the election shall be in form and content as required by law.

SECTION 4. That the City Clerk is authorized, instructed and directed to procure and furnish any and all official ballots, notices, printed matter and all supplies, equipment and paraphernalia that may be necessary in order to properly and lawfully conduct the election.

SECTION 5. That the polls for the election shall be open at seven o'clock a.m. of the day of the election and shall remain open continuously from that time until eight o'clock p.m. of the same day when the polls shall be closed, except as provided in Section 14401 of the Elections Code of the State of California.

SECTION 6. That in all particulars not recited in this resolution, the election shall be held and conducted as provided by law for holding municipal elections.

SECTION 7. That notice of the time and place of holding the election is given and the City Clerk is authorized, instructed and directed to give further or additional notice of the election, in time, form and manner as required by law.

SECTION 9. That 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 20th day of July, 2005.




Barry Groveman, Mayor

ATTEST:



Robin Parker, City Clerk

APPROVED AS TO FORM:



Michael G. Colantuono, City Attorney

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS
CITY OF CALABASAS)

I, **ROBIN PARKER**, City Clerk of the City of Calabasas, California, **DO HEREBY CERTIFY** that the foregoing resolution, being **Resolution No. 2005-954** was duly adopted by the City Council of the City of Calabasas, at a regular meeting of the City Council held July 20, 2005 and that it was adopted by the following vote, to wit:

AYES: Mayor Groveman, Mayor pro Tem Washburn, Councilmembers Bozajian, Maurer, Wolfson.

NOES: None.

ABSTAIN: None.

ABSENT: None.



Robin Parker, City Clerk
City of Calabasas, California

RESOLUTION NO. 2005-955

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CALABASAS, CALIFORNIA, SETTING PRIORITIES FOR FILING A WRITTEN ARGUMENT REGARDING A CITY MEASURE AND DIRECTING THE CITY ATTORNEY TO PREPARE AN IMPARTIAL ANALYSIS FOR THE SPECIAL MUNICIPAL ELECTION TO BE HELD ON NOVEMBER 8, 2005.

WHEREAS, a Special Municipal Election is to be held in the City of Calabasas, California, on November 8, 2005, at which there will be submitted to the voters the following question:

Shall Ordinance No. 2005-225 be adopted to protect and preserve the existing areas of open space in Calabasas by requiring two-thirds voter approval before any land in the City designated as Open Space may be redesignated for another use.

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

SECTION 1. That the City Council authorizes Councilmembers Groveman, Washburn, Bozajian, Mauer and Wolfson in favor to file a written arguments regarding the City measure as specified above, accompanied by the printed name and signature of the author submitting it, in accordance with Article 4, Chapter 3, Division 9 of the Elections Code of the State of California and to change the argument until and including the date fixed by the City Clerk after which no arguments for or against the City measure may be submitted to the City Clerk.

SECTION 2. That the City Council directs the City Clerk to transmit a copy of the measure to the City Attorney, unless the organization or salaries of the office of the City Attorney are affected. The City Attorney shall prepare an impartial analysis of the measure showing the effect of the measure on the existing law and the operation of the measure. If the measure affects the organization or salaries of the office of the City Attorney, the City Clerk shall prepare the impartial analysis. The impartial analysis shall be filed by the date set by the City Clerk for the filing of primary arguments.

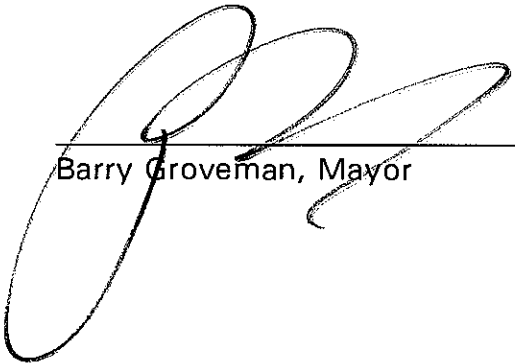
SECTION 3. That the City Clerk shall certify to the adoption of this resolution and shall cause the same to be processed in the manner required by law.

PASSED, APPROVED AND ADOPTED this 20th date of July, 2005.

ATTEST:




Robin Parker, City Clerk



Barry Groveman, Mayor

APPROVED AS TO FORM:



Michael G. Colantuono, City Attorney

7/20/05

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS
CITY OF CALABASAS)

I, **ROBIN PARKER**, City Clerk of the City of Calabasas, California, **DO HEREBY CERTIFY** that the foregoing resolution, being **Resolution No. 2005-955** was duly adopted by the City Council of the City of Calabasas, at a regular meeting of the City Council held July 20, 2005 and that it was adopted by the following vote, to wit:

AYES: Mayor Groveman, Mayor pro Tem Washburn, Councilmembers Bozajian, Maurer, Wolfson.

NOES: None.

ABSTAIN: None.

ABSENT: None.



Robin Parker, City Clerk
City of Calabasas, California

ARGUMENT IN FAVOR OF MEASURE D

Open space is irreplaceable. Once lost, it is gone forever; and once developed, the character of the land is forever altered. Approval of the Calabasas Open Space Initiative will help preserve existing areas of open space in our City.

The initiative will operate prospectively to require two-thirds voter approval before any land in the City designated as open space in the General Plan can be redesignated for other uses. There are several limited exceptions, both to ensure the City's ability to comply with future legal requirements, and to continue accessory or supportive uses of open space territory.

While growth is inevitable in Southern California, it should be balanced with an ability to guard against unchecked development. Indeed, the desire to exercise local control over land use issues was one of the primary motivating factors for the incorporation of Calabasas in 1991. And it ranks high among the many reasons why we choose to live here today.

Passage of the Open Space Initiative will reflect our City's strong commitment to protect the natural resources which enhance our quality of life in Calabasas. This vote will confirm that retaining the City's unique ambience remains one of our top priorities.

Under current law, it only takes a simple majority of the City Council to re-zone open space to permit urban development. The Open Space Initiative will invest in the people the power to make important decisions regarding future growth.

Agoura Hills voters approved a nearly identical measure in 1999 by a margin of 86% to 14%. On November 8th, please join all five Calabasas City Councilmembers in voting "yes" on the Open Space Initiative.

BARRY GROVEMAN
Mayor

DENNIS S. WASHBURN
Mayor Pro Tem

JAMES R. BOZAJIAN
Calabasas City Councilmember

MARY SUE MAURER
Calabasas City Councilmember

JONATHON WOLFSON
Calabasas City Councilmember

NO ARGUMENT AGAINST THIS MEASURE WAS SUBMITTED

CITY COUNCIL PROTOCOLS

ADOPTED BY THE
CALABASAS CITY COUNCIL



CITY *of* CALABASAS

Adopted
February 12, 2014

CITY OF CALABASAS

City Council Protocols

PREAMBLE

The Calabasas City Council is charged with taking appropriate, necessary, and timely action to maintain the City of Calabasas as a leading, well-managed, and innovative city at the forefront of desirable California cities.

It is the overall responsibility of the City Council a) to gather information and knowledge; b) to take counsel; c) to keep a long-range perspective; d) to hold itself to the highest standards of ethical and professional conduct in the performance of its duties without regard to personal advantage; e) to be free of favoritism; f) to listen carefully to the public; and g) to conduct a reasonable and reasoned period of discussion prior to making decisions.

To accomplish the above-stated responsibilities, and as guidance for the orderly governance of the City, the Calabasas City Council has adopted the following protocols. Except for those protocols that are based on law, these protocols are voluntary and non-binding. They are set forth here to clarify what has become, over time, successful procedures or best practices for the conduct of civic affairs within our City.

These protocols are intended to be consistent with all legal requirements applicable to the conduct of City affairs. In the instance of any conflict with State or federal law, or with the Calabasas Municipal Code, such State, federal or municipal law requirements will control. In addition, official City meetings are generally conducted pursuant to Roberts Rules of Order.

It is expected that the City Council will renew these protocols periodically, in order to consider appropriate additions, deletions, and/or amendments.

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GENERAL

1. The Council participates in regional, state and national programs and meetings which serve the best interests of the City of Calabasas.
2. The Council provides policy direction to the City Manager. The City Manager, through city staff, implements Council policy. The Council does not interfere with the operating decisions of the city, which are the responsibility of the City Manager.
3. The City Manager keeps each Councilmember fully, and equally, informed as to all matters of importance to the city, including agenda items, financial conditions, needs of the city, resident concerns, staffing needs, and urgency items.
4. The Council endeavors not to burden the City Manager or staff with demands for individual time or attention on matters that the City Manager can better handle with general communications to the Council as a whole.
5. The Council looks to the City Manager, staff, commissions and committees for advice on city policies and legislative actions.
6. The Council complies with all laws relating to open meetings, public records, and conflicts of interest.
7. The Council encourages resident participation in the development of City policies.
8. The Council desires the public to be fully informed about decisions that impact the public, and encourages public comment as policies are set.
9. The Council makes adequate provision for the training and continuing education of the Council, commissions, and city staff.
10. All Councilmembers should receive and review any documents shown or provided by city staff to any other Councilmember.
11. Councilmembers inform the City Manager as far in advance as possible of when they will be out of town or otherwise unavailable to conduct city business.

SELECTION OF THE MAYOR

1. The Mayor and Mayor Pro Tem are nominated at the second Council meeting in March of each year, and are selected by a vote of their peers on the Council. Each serves for a one-year term. In the customary rotation, the Mayor Pro Tem is nominated to serve as Mayor at the end of the Mayor's one-year term.
2. The outgoing Mayor will follow [1] those already in the rotation and [2] first-time elected Councilmember(s).
3. The order of the first-time elected Councilmember(s) should be based on the order of finish in the election, with the first-time elected Councilmember receiving the most votes taking the first term, the next in line taking the second, and so on.
4. Once a Councilmember's position in the rotation is established, it does not change based upon the future order of election results.
5. If the election is canceled, the order of the rotation of the appointed candidates will remain the same.
6. The Mayor and Mayor Pro Tem are peers of and serve at the pleasure of the other Councilmembers.
7. The Mayor assumes the center chair on the dais and oversees the seating location of the other Councilmembers.

MAYOR'S ROLE

1. The Mayor represents the City, is its official spokesperson, and presides over all City Council meetings.
2. The Mayor, as well as each Councilmember, recognizes the unique role of representing the City, and takes great care to insure that this always takes precedence over representing oneself or one's own personal agenda.
3. It is the Mayor's prerogative to make Council committee assignments from choices provided by Councilmembers. The Mayor accommodates Council choices whenever possible.
4. The Mayor informs the Council by copying to them any correspondence sent under the Mayor's signature which relates to city business. The Mayor will also copy the Council on correspondence or email sent under his signature.
5. The Mayor, in consultation with the City Manager, sets the agenda for each Council meeting.
6. The Mayor or two Councilmembers may place an item on the City Council agenda.
7. At a public meeting, the Mayor has discretion to move agenda items and/or to take them out of order to accommodate the needs of the Council or the public.
8. In the absence of the Mayor, the Mayor Pro Tem performs the duties of Mayor.
9. The Mayor is obliged to act as a facilitator during public meetings. The Mayor ensures that all views are heard and that the meeting progresses in an orderly and timely fashion. The Mayor provides an equal opportunity for each Councilmember to be heard.
10. The Mayor is expected to be an advocate for his or her views, just as other Councilmembers are, but not to take advantage of the Mayor's status on the dais to coerce or to advocate in excess of what is allowed to other Councilmembers. The Mayor's role as a facilitator should not be compromised by his or her role as an advocate.
11. If a Councilmember, or sub-committee, brings an issue forward to the council, it is appropriate for the Mayor to give that member or committee members the opportunity to speak first on that particular issue.

CITY COUNCIL PREPARATION

1. Councilmembers avoid surprising their colleagues or staff. To the maximum extent possible, Councilmembers advise the City Manager in advance of issues or questions they intend to bring up at a public meeting. This refers to issues and questions that the staff would not normally anticipate or have researched for that particular meeting. Getting minor questions resolved with staff prior to a public meeting will shorten meetings and move the agenda forward in a timely manner.
2. Councilmembers are prepared for Council or committee meetings, which includes having read all agendas and supporting documentation prior to the meeting.
3. Councilmembers stay abreast of regional issues affecting neighboring cities, counties, and the operations of other districts or agencies.

PUBLIC MEETINGS

1. Public hearings and discussion items at Council meetings proceed generally in the following order:
 - a. City staff presents a report of the item under consideration.
 - b. Councilmembers have an opportunity to ask questions of staff for clarification or to gather additional information.
 - c. Public testimony is taken from affected parties or members of the public who wish to be heard.
 - d. At the close of public testimony, the Mayor allows staff to respond to any public testimony which staff wishes to supplement or regards as inaccurate or in need of clarification.
 - e. The Mayor allows other Councilmembers to speak first, and then summarizes or provides the final comments before asking for a motion or direction to staff on the item.
 - f. The order of Council comments is at the discretion of the Mayor. If the item under consideration was studied first by a committee of the Council, members of the committee would be expected to lead off the discussion.
2. Any Councilmember who desires to recuse himself or herself for conflict of interest or any other reason shall do so as soon as the item is called and shall leave the Council chambers until the item is concluded.
3. Any Councilmember may request a continuance of an item on the agenda if that Councilmember needs more time to become fully informed and able to render a decision. However, a continuance need not be granted if a majority of the Council deems it necessary to render a decision at the agenda time.
4. If a Councilmember is ill or away for any agenda item of special interest to that Councilmember, the item may be continued or tabled at that Councilmember's request, subject to any applicable statutory time periods, and only if such delay would not be adverse to the City's best interests. However, Councilmembers should not request a continuance without justifiable reason. Bear in mind that the public may attend expecting discussion or action on the issue, staff has prepared reports, and there may be staff or consultants present just for that item. Councilmembers should coordinate with the City Manager about future agendas and their own schedules to avoid missing items that may be of particular interest to them.

PUBLIC MEETINGS, continued...

5. If any Councilmember becomes aware of an unexpected issue that may be brought up by a member of the public at a Council, commission or committee meeting, that Councilmember will, as a courtesy, inform the other Councilmembers and the City Manager to the extent legally permissible.
6. Councilmembers are expected to attempt to persuade their colleagues to their point of view through reasoned debate, but also to accept the Council's ultimate decision graciously and as final. Councilmembers should not place the City Manager or staff in the position of having to deal with minority positions which do not further established Council policy.
7. Public comments are limited to no more than three (3) minutes per speaker, but that time may be reduced at the Mayor's discretion if there are numerous speakers on a particular item.
8. The Mayor requests speakers to direct their comments to the Council and not to the audience or to the TV cameras.
9. The Mayor controls the meeting, and discourages personal attacks of any kind from speakers by encouraging them instead to productively address the issues at hand.
10. The Council listens carefully to the speakers and does not interrupt or engage in debate with the speakers. The three-minute period belongs to the speaker.
11. Subject to applicable legal deadlines, the Mayor or any Councilmember may move to refer back to staff any agenda item that is deemed to be incomplete or unready for final decision. The same rule applies to City Commissions.
12. A Councilmember may suggest a change in procedure if he or she feels it will be helpful for the conduct of a particular meeting, understanding that the Mayor runs the meeting.
13. While unanimity is not required or always possible, the Mayor attempts to find consensus on discussion items.
14. Councilmembers make the reasons for their votes clear to their colleagues and to the public. This is particularly important when the Council is divided on an issue.
15. The Mayor, Councilmembers, and all Commission and committee members treat everyone with courtesy and respect.
16. All participants in a public meeting, including Councilmembers, staff and the public, shall make their remarks succinct, to the point, and as brief as possible. Participants shall avoid repeating remarks already made by others, and may simply state agreement with those particular shared sentiments.

PUBLIC MEETINGS, continued...

17. Direction to staff must be determined by a majority of the Council and must be clearly identified at the Council meeting. Tacit approval, or lack of disagreement by others, is not considered direction. The Mayor should ensure that the direction staff receives is clear and represents the majority view of the Council.
18. Every Council action should be:
 - a. A reasoned decision that was arrived at in a fair way.
 - b. Not to the personal advantage of any Councilmember.
 - c. Free of favoritism.
 - d. Based on information and opinions from a variety of sources, and particularly, from those who would be most affected.
19. Councilmembers do not have private communications, among themselves or with members of the public, via electronic communication devices or otherwise, from the dais during public meetings.
20. All members of the public desiring to speak at a Council or Commission meeting shall complete a speaker card which will be made available at all such meetings. The speaker should provide his and her name and city of residence on the speaker card. Speaker cards shall be submitted to the City Clerk or meeting staff prior to the time the item begins. It is within the discretion of the Mayor or meeting chair to accept a late submitted speaker card.
21. All meeting participants will tell the truth to the best of their knowledge and ability when presenting testimony or oral comments to the Council or Commission.
22. All meeting participants shall conduct themselves in an orderly manner. As a last resort, any person conducting themselves in a disorderly manner may be removed from the meeting room pursuant to California Government Code Section 54954.3(c).

CITY COUNCIL INTERACTION AND COMMUNICATION

1. Councilmembers treat each other with the respect and courtesy that is their due as residents and public officials.
2. Each Councilmember has the responsibility to initiate action to resolve problems cooperatively and as soon as possible, either directly with other Councilmembers or with the City Manager.
3. The Council maintains a respectful decorum, and avoids personal attacks during public meetings, in the press, or at any other time. Legitimate dissent or opposition to another Councilmember's voting record or positions on issues are within the bounds of appropriate political discourse.
4. Councilmembers should be sensitive to the negative impact that inappropriate conduct has on the public perception of the City. Councilmembers should be mindful of the fact that they are representatives of the City in all their public activities.
5. Councilmembers are flexible and cooperative in filling in for one another at meetings or important functions.
6. Councilmembers do not engage in private discussions in violation of the Brown Act. A Councilmember who feels that a conversation is potentially a violation should express his or her concern and immediately withdraw from the conversation. Councilmembers are expected to honor such concerns and immediately cease the conversation even if they do not agree that the Brown Act applies in that particular instance.
7. Personal attacks are always off-limits. Councilmembers start with the assumption that other members have the best interests of the City at heart, even if they disagree with their positions.
8. If a Councilmember takes a position in the media, or at any public hearing, critical of a decision, or critical of fellow Councilmembers or members' positions on issues, such public comments should stick to the issues under contention and never involve personal attacks. Councilmembers shall be mindful when representing views or making comments and, if they do not reflect the majority of the Council, must claim the comments as their own personal opinion. Positions set forth in writing on City letterhead should clearly indicate if the position stated is one officially voted on by the City Council, or if it only represents the position of the individual Councilmember.

CITY COUNCIL INTERACTION AND COMMUNICATION, continued...

9. Councilmembers should avoid expressions, comments, or opinions of city fault responsibility or liability in any matters involving property damage, personal injury or alleged breach of contract or alleged violation of law.
10. These Protocols do not, by themselves, carry the weight of law. Councilmembers are expected to abide by them out of a desire to have a well run City that treats its residents respectfully and with dignity. A governing body that strives to be fair, informed, honest, diligent, dignified, efficient and respectful of others will win the respect and trust of its residents.
11. If any Councilmember feels that a Protocol is being violated, it is appropriate for that member to discuss it individually with the errant Councilmember. If the City Manager or staff are involved, it is appropriate to discuss it with the City Manager. If this does not resolve the situation, it is appropriate, as a last resort, to bring up the matter within the Future Agenda Item period of a public meeting and ask for the issue to be put on a future agenda.
12. A principal purpose of the Protocols is to establish or uphold procedures and behavior that win the trust of the public by promoting efficient, productive and civil interaction between Councilmembers. Any Councilmember who habitually ignores these Protocols should expect to be called to task by his or her fellow Councilmembers and by the public.
13. A Councilmember who originates an idea or program shall continue to be identified as the originator even if the idea or program is pursued by another Councilmember or City official.
14. Councilmembers may request, through the City Clerk, certificates or other awards recognizing special events, organizations or individuals of importance to the City. All such requests must be approved by the Mayor, who should ask staff to vet the organization, if necessary. Such certificates or awards are normally to include the name and/or signature of all Councilmembers.
15. Councilmembers who plan or appear at programs or events which involve the use of City staff or resources shall provide notice of such programs or events to all Councilmembers.

CITY COUNCIL INTERACTION AND COMMUNICATION WITH STAFF

1. The Council and City Manager work together as a solution-oriented team.
2. Councilmembers feel free to communicate with the City Manager about any City issues, including resident concerns. However, Councilmembers are also mindful of the City Manager's busy schedule and competing requests for access.
3. Complaints or concerns about any City departments or staff are first taken up with the City Manager. It is not appropriate, in any situation, to critique, ridicule, or complain about other staff to any staff person other than the City Manager.
4. Councilmembers may routinely ask department heads for information relative to their department. However, inquiries that require extensive research, or reports that may occupy more than cursory staff time should first be discussed with the City Manager, and may require action or approval by the entire Council.
5. Department heads report to the City Manager. Councilmembers do not insert themselves into or interfere with that chain of command.
6. The Council should expect to be fully and promptly informed by the City Manager or his designee regarding any unusual activities or events of public concern.
7. Councilmembers keep a friendly, professional relationship with staff members, but avoid getting involved with personal matters, operational matters, work assignments or projects with any staff other than the City Manager.
8. It is staff's role to provide factual, objective, and unbiased information to the Council and the public in its reports. Councilmembers do not interfere or attempt to unduly influence the content of reports being prepared by staff. If a Councilmember disagrees with a staff recommendation, he or she is not obligated to vote for it and is likewise free to attempt to convince his or her colleagues on the Council of his or her position.
9. Councilmembers establish action and budget priorities for the City once a year during the annual budget review process.
10. Changes from the priorities or budget allocations established during the annual budget review process should be pursued only after careful consideration, as they may involve changes in staff work load and appropriations, and because the original priorities were established with the benefit of a public hearing.

CITY COUNCIL INTERACTION AND COMMUNICATION WITH STAFF, continued...

11. Councilmembers should bring forward requests for deviations from the established budget priorities only if they involve a degree of urgency that cannot wait until the next budget review.
12. Councilmembers may individually ask the City Attorney general questions involving matters related to their performance as City officials. However, inquiries that require extensive research, opinions or reports should first be discussed with the City Manager, and may require action or approval by the Council.

COMMITTEES OF THE COUNCIL

1. Committees of the Council serve the entire Council. Committees are not seen as territorial, but neither do Councilmembers interfere in the committee work of others.
2. The Council endeavors to define the jurisdiction and area of study of each committee so as to avoid conflicts or overlapping issues.
3. Committee members keep the rest of the Council informed of their work, which may include the filing of reports, memoranda or minutes.
4. The Council is available to advise committees by placing items about which a committee needs guidance on a Council agenda.
5. Each Council meeting agenda should include an opportunity for the making of committee reports. Whenever possible, written reports are provided to the Council prior to the public meeting.
6. Committees may recommend a course of action to the Council, but they never supplant the decision-making authority of the Council, unless authority to take specific action is expressly delegated to a committee by a vote of the Council at a public meeting.
7. Committee meetings are scheduled and (where applicable) proper public notice is provided through staff. Councilmembers who wish to call a committee meeting do so by asking the City Manager to make the appropriate arrangements.

COMMISSIONS AND BOARDS

1. Commission appointments are generally based on the recommendation of one nominee from each Councilmember. The nominations are then subject to approval by the entire Council. The Commissions shall elect a Chair and Vice-Chair from among themselves, which positions shall rotate.
2. The Council is responsible to make its vision for the City clear to all appointed and advisory bodies as policy guidance for those bodies.
3. The Council holds Commissions and boards to the highest standards of ethical and professional conduct in the performance of their appointed duties.
4. Like the City Council, Commissions and boards work for the benefit of the community and never for personal purposes.
5. The Council spells out the role, jurisdiction, authority and prerogatives of appointed bodies.
6. Commissions and boards are expected to make specific recommendations on matters brought before them, and not merely to pass them on to the City Council for final decision.
7. Councilmembers do not dictate the decisions of Commissioners and other board members. Commissioners and board members come to their own conclusions based on the evidence, the city's Municipal Code, and other governing and visioning documents. Substantial consideration is to be given by Commissioners to the recommendations of staff contained in the agenda reports.
8. Commissioners are encouraged to discuss questions or concerns about any agenda items with the Commission's staff liaison prior to Commission meetings in order to be prepared to take action at public meetings. Commissioners are to be mindful of undue consumption of staff time and resources.
9. Any Commission or board action should clearly state for the record the specific justification for the decision, so that the Council and the public may have the benefit of its reasoning.
10. All persons requesting appointment or re-appointment to a Commission or Board shall make written application to the City Clerk. The City Clerk is to acknowledge receipt of each application by letter to the applicant which includes an explanation of the appointment process. The City Council shall provide an opportunity for applicants to come before the Council and be interviewed before nominations are made.

COMMISSIONS AND BOARDS, continued...

11. All nominations for appointment to a Commission or Board are to be placed on the Council's public agenda with the applicant's name and a copy of the application (with personal information redacted). All nominees are required to appear in person before the Council prior to appointment or re-appointment. The City Clerk shall send a letter to all applicants stating the results of the appointment process in which they participated.

RESIDENT COMPLAINTS

1. Upon receiving a complaint from the public, Councilmembers direct that complaint to the City Manager for appropriate staff action and follow-up.
2. Councilmembers first ensure that they are in possession of all of the facts and both sides of the story before making any statements to the press or to the complaining party regarding what action, if any, the City should take.
3. The Council allows staff to handle resident complaints and does not attempt a direct resolution of the problem. The Council gives staff time to do their job.

**Council Liaisons Appointments
January 28, 2015**

ITEM 8 HANDOUT

| | |
|----------------------------------------------|--------------------------------------------------------|
| Budget Liaison | Councilmember Gaines Mayor pro Tem Martin |
| Emergency Preparedness Task Force | Mayor Shapiro Mayor pro Tem Martin |
| Open Space Liaison | Councilmember Maurer Councilmember Bozajian |
| Schools Area Traffic Safety Committee | Mayor Shapiro Mayor pro Tem Martin |
| Schools Partnership Subcommittee | Mayor Shapiro Councilmember Gaines |
| Senior Task Force | Mayor Shapiro Councilmember Maurer |
| Special Olympics | Councilmember Gaines Councilmember Maurer |
| Economic Development | Mayor Shapiro Councilmember Gaines |

**Council External Committee Appointments
January 28, 2015**

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|---------------------------------------------------------------------------------------------|------------------------------------------------------------|
| <u>Agoura Hills/Calabasas Community Center Joint Powers Authority Board</u> | Councilmember Bozajian Councilmember Maurer (Alternate) |
| <u>Calabasas Chamber of Commerce</u> | Mayor pro Tem Martin Councilmember Gaines (Alternate) |
| <u>California Contract Cities Association</u> | Councilmember Bozajian |
| <u>California Joint Powers Insurance Authority</u> | Mayor pro Tem Martin Councilmember Bozajian (Alternate) |
| <u>Economic Alliance of the San Fernando Valley Board of Directors</u> | Mayor Shapiro Councilmember Gaines (Alternate) |
| <u>Headwaters Corner Interpretive Center Board of Directors</u> | Councilmember Maurer Mayor pro Tem Martin (Alternate) |
| <u>Las Virgenes – Malibu Council of Governments</u> | Mayor pro Tem Martin Councilmember Maurer (Alternate) |
| <u>League of California Cities</u> | Councilmember Bozajian Councilmember Gaines (Alternate) |
| <u>Los Angeles County City Selection Committee</u> | Mayor Shapiro Mayor pro Tem Martin (Alternate) |
| <u>Santa Monica Mountains Conservancy Advisory Board</u> | Councilmember Maurer |
| <u>Southern California Association of Governments (SCAG)</u> | Councilmember Maurer |
| <u>Valley Industry Commerce Association (VICA)</u> | Mayor Shapiro |

Council Liaisons Appointments
~~January 28~~ April 29, 2015

| | |
|------------------------------------------------|------------------------------------------------------------------------------------------------------------------------|
| Budget Liaison | Mayor Martin Councilmember Gaines <u>Shapiro</u> Mayor pro Tem Martin |
| Emergency Preparedness Task Force | Mayor <u>Councilmember Shapiro</u> Mayor pro Tem Martin <u>Councilmember</u> <u>Gaines</u> |
| Open Space Liaison | Councilmember Maurer Councilmember <u>Mayor pro Tem Bozajian</u> |
| Schools Area Traffic Safety Committee | Mayor Martin Mayor <u>Councilmember Shapiro</u> Mayor pro Tem Martin |
| Schools Partnership Subcommittee | Mayor Shapiro Councilmember Gaines |
| Senior Task Force | Mayor Shapiro Councilmember Maurer |
| Special Olympics | Councilmember Gaines Councilmember Maurer |
| Economic Development | Mayor <u>Councilmember Shapiro</u> Councilmember Gaines |
| <u>Commission Procedures/Council Protocols</u> | <u>Mayor pro Tem Bozajian</u> Councilmember Gaines |

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Council External Committee Appointments

~~January 28~~ April 29, 2015

| | |
|--------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------|
| Agoura Hills/Calabasas Community Center Joint Powers Authority Board | Councilmember <u>Mayor pro Tem Bozajian</u> Councilmember Maurer (Alternate) |
| Calabasas Chamber of Commerce | Mayor pro Tem Martin Councilmember Gaines (Alternate) |
| California Contract Cities Association | Councilmember <u>Mayor pro Tem Bozajian</u> |
| California Joint Powers Insurance Authority | Mayor pro Tem Martin Councilmember <u>Mayor pro Tem Bozajian</u> (Alternate) |
| Economic Alliance of the San Fernando Valley Board of Directors | Mayor Shapiro Councilmember Gaines <u>Councilmember Shapiro</u> (Alternate) |
| Headwaters Corner Interpretive Center Board of Directors | Councilmember Maurer Mayor pro Tem Martin (Alternate) |
| Las Virgenes – Malibu Council of Governments | Mayor pro Tem Martin Councilmember Maurer (Alternate) |
| League of California Cities, Los Angeles Division | Councilmember <u>Mayor pro Tem Bozajian</u> Councilmember <u>Gaines</u> <u>Mayor Martin</u> (Alternate) |
| Los Angeles County City Selection Committee | Mayor Shapiro <u>Martin</u> Mayor pro Tem Martin <u>Bozajian</u> (Alternate) |
| Santa Monica Mountains Conservancy Advisory Board | Councilmember Maurer |
| Southern California Association of Governments (SCAG) | Councilmember Maurer |
| Valley Industry Commerce Association (VICA) | Mayor Shapiro <u>Councilmember Gaines</u> |

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