

CITY of CALABASAS

CITY COUNCIL AGENDA REGULAR MEETING – WEDNESDAY, DECEMBER 13, 2017 CITY HALL COUNCIL CHAMBERS 100 CIVIC CENTER WAY, CALABASAS

www.cityofcalabasas.com
SPECIAL START TIME: 7:30 P.M.

COUNCILMEMBER MAURER WILL PARTICIPATE VIA TELECONFERENCE FROM:

Holiday Inn Sacramento Capitol Plaza 300 J St. Sacramento, CA 95814

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 – 7:30 P.M.

Call to Order/Roll Call of Councilmembers Pledge of Allegiance by Den 8 is Webelos II Approval of Agenda

PRESENTATIONS - 7:45 P.M.

By Jon Shull, California JPIA regarding the Liability Trust Fund

ANNOUNCEMENTS/INTRODUCTIONS - 8:10 P.M.

ORAL COMMUNICATION - PUBLIC COMMENT - 8:20 P.M.

CONSENT ITEMS – 8:30 P.M.

- Approval of meeting minutes from November 8 and 29, 2017
- 2. <u>Approval of appointments of Ellen Pangarliotas (Gaines) and) Mark Shear</u> (Shapiro) to the Library Commission
- 3. Adoption of Ordinance No. 2017-354 to add an additional Chapter to Title 9 of the Calabasas Municipal Code related to regulations on the operation of unmanned aircraft systems, commonly known as drones, to mitigate risks to persons and property and to protect the public from the hazards associated with their operation
- 4. Recommendation to approve a professional services agreement for continuing project management and construction management services for the Lost Hills Road Interchange Project with Parsons Corporation for an amount not to exceed \$600,000
- 5. Recommendation to award a one year professional services agreement to Azteca Landscape for landscape maintenance of the common areas for Oak Park Calabasas Homeowners Association within Landscape Lighting Act District 22 in the City of Calabasas in an amount not to exceed \$250,000
- 6. Recommendation to award a five year professional services agreement to Venco Western, Inc. for landscape maintenance of City parks within the City of Calabasas in an amount not to exceed \$1,307,400
- 7. Adoption of Resolution No. 2017-1571, rescinding Resolution No. 2017-1538, reestablishing the amount and procedure for health benefit reimbursement for management retirees
- 8. Adoption of Resolution No. 2017-1572, reauthorizing the Public, Educational, and Government (PEG) fee on State cable franchisees operating within the City

NEW BUSINESS - 8:40 P.M.

- 9. Rotary Club of Calabasas Neighbors in Need Program
- 10. Overview of the City's comprehensive second-hand smoke control ordinance

INFORMATIONAL REPORTS – 9:10 P.M.

11. Check Register for the period of November 1-21, 2017

TASK FORCE REPORTS - 9:15 P.M.

CITY MANAGER'S REPORT - 9:20 P.M.

FUTURE AGENDA ITEMS - 9:25 P.M.

ADJOURN - 9:30 P.M.

The City Council will adjourn to their next regular meeting scheduled on Wednesday, January 10, 2018, at 7:00 p.m.



Liability Trust Fund

History and Update

Presented to the City of Calabasas December 13, 2017

Jon Shull, CEO California JPIA

History 1954 to 1977

The Insured Years

- "Lakewood Plan" ushers in concept of contracting for municipal services
- Costs of service are very reasonable for cities
- County provides Sheriff's services in exchange for "Fines & Forfeitures"
- Liabilities are covered by commercial insurance and paid for as part of the contract

History 1977 to 1989

Assumption of Liability

- Insurance market makes commercial insurance very expensive
- County self-insures Liability Trust Fund
- Cities and County enter into Assumption of Liability Agreement
- LTF Surcharge set at 2% for all contracted services

History 1989 to 1996

Joint Indemnification

- County-authorized audit is critical of County's decentralized administration of LTF
- LTF administration assigned to County Counsel
- LTF Administrator hired Sal Reza
- CCCA forms City Managers subcommittee to review LTF administration and claims handling
- Significant under-funding of liabilities discovered

History 1989 to 1996

Joint Indemnification (continued)

- Following discussions with the CCCA, in 1991 the County puts in place a new Joint Indemnification Agreement with 3% rate for Sheriff and Public Works, and a 2% rate for all other services
- Board Letter expressed that cities that did not agree would be charged 4.5% for all services
- This was said to be an interim rate
- Several significant issues from the discussions were left out of the Agreement, but cities agreed (in order to lock in the 3%/2% rate)
- CCCA immediately sought to renegotiate the Agreement

History 1989 to 1996

Joint Indemnification (continued)

- County Counsel expressed that rate should likely be as high as 13%
- Discussions led to elimination of the \$7 million "Valentine" case from the LTF so rate could be lowered
- Revised Joint Indemnification Agreement was reached in 1993 – Ultimately not approved by Board
- New agreed rates 6.5% for Sheriff, 3% for all other services
- As implemented, rates were 6% for Sheriff, 3% for other services

History 1996 to 1998 SAFER

- Under Joint Indemnification Agreement, cities continued to monitor claims administration, but truly only had a sideline role in the decision-making
- Talamaivao and Hershey cases were appealed to exhaustion – final judgments and interest exceeded \$30 million, and determined by County to be a liability of the LTF
- Negotiations begin between CCCA and County to create a method to handle LTF that is more inclusive of the cities

History 1996 to 1998

SAFER (continued)

- 1996 CCCA and California JPIA discuss management of a new joint powers authority to administer LTF obligations
- 1997 CCCA and California JPIA discuss and refine JPA concept with County
- 1998 Self-Insurance Authority For Effective Risk
 Management (SAFER) was formed by most of the cities
 contracting for Sheriff services in preparation for transfer of
 administration
- County will only allow transfer of LTF responsibility to SAFER if all cities contracting for Sheriff services agree
- December 1998 CCCA City Managers Committee determines that unanimous participation by cities contracting for Sheriff services cannot be achieved, but greater oversight of LTF is desirable

History 1999 to 2006

LTF Oversight Committee/Claims Board

- CCCA meets with County regarding improved cooperation in management of LTF and claims
- May 1999 CAO/County Counsel/Sheriff/PW sign MOU with CCCA recognizing Liability Trust Fund Oversight Committee and committing to partnership
- February 2000 Board of Supervisors approves LTFOC as Claims Board
- LTF Claims Board has settlement authority for claims up to \$100,000
- LTF Claims Board recommends action for claims over \$100,000 to County Claims Board

History 2006 to 2009

County-City Special Indemnity Agreement

- June 2006 Several years of cooperative administration interrupted when CCCA is informed of County's unilateral decision to charge LTF for liabilities associated with sex-crimes committed by on-duty Deputy Gabriel Gonzales.
- March 2007 County attributes claim to contract city and pays from LTF.
- September 2007 CCCA/LTFOC files claim against the County for inappropriate use of LTF funds.
- County plays hard-ball and threatens revision to MLESA
- August 2009 Negotiations result in "County-City Special Indemnity Agreement" that splits cost of liabilities associated with sexually oriented crimes committed by deputies.

History 2009 to Present Normal LTFOC/Claims Board Operations

- After accepting compromise "Special Indemnity Agreement," excess insurance premiums increased materially.
- Other operations of LTF returned to pre-dispute routine.

What is the LTF Oversight Committee?

- The LTF Oversight Committee was established in 1999 to provide input from the contracting cities into the risk management activities of the County as it concerns the contracted services
 - Procures excess insurance program
 - Conducts financial audits and actuarial studies
 - Determines surcharge rates for contributions to LTF
 - Makes risk management and operational recommendations to Sheriff and other departments
 - Contracts with California JPIA to provide administrative and risk management support

What is the LTF Claims Board?

- Established by Board of Supervisors action in 2000 to act as "claims board" for claims assigned to Liability Trust Fund
 - Determines whether to settle or fight claims within its jurisdiction
 - Approves settlements up to \$100,000
 - Recommends settlements over \$100,000 to Board of Supervisors
 - Approves defense panel attorneys

Representation

- Member Representation Policy adopted by LTF Oversight Committee and CCCA Board of Directors
- Representation reflects four Sheriff's Department Patrol Divisions plus at-large members

Representatives

Members

- Curtis Morris, San Dimas
- Pat Kearney, Lawndale
- Margaret Finlay, Duarte
- James Bozajian, Calabasas
- Mark Waronek, Lomita
- Doug Prichard, Rolling Hills Estates Reva Feldman, Malibu
- Jose Pulido, Cudahy
- Mark Alexander, La Canada Flintridge
- Ken Striplin, Santa Clarita
- Ray Cruz, Rolling Hills
- Marcel Rodarte, CCCA

Alternates

- Lindsey Horvath, West Hollywood
- Vacant, Councilmember Central Div.
- Vacant, Councilmember East Div.
- Steve Hofbauer, Palmdale
- Gustavo Camacho, Pico Rivera
- Steve Mandoki, Lawndale
- Darrell George, Duarte
- Paul Arevalo, West Hollywood
- Ernie Hernandez, Hawaiian Gardens

LTF Administration Memorandum of Understanding

- II key points of understanding
 - Committee established with settlement authority for contract cities' claims
 - Actuarial analysis
 - Financial audits
 - Claims reserving practices
 - Claims audit
 - Approval of defense panel

- Defense litigation plans
- Reliable data collection and availability
- Reporting of severe cases for direction
- Purchase of excess insurance
- Risk management and training recommendations of the Committee will be accepted by County

LTF Administration

Financial Issues

Actuarial Status of LTF

(Expected Probability Level)

- Sept. 1997: \$46.0 million in liabilities, \$6.2 million in assets = (\$39.8 million)
- June 2004: \$23.3 million in liabilities, \$29.7 million in assets = \$6.4 million
- June 2009: \$28.0 million in liabilities, \$56.2 million in assets = \$28.2 million
- June 2010: \$32.4 million in liabilities, \$63.2 million in assets = \$30.8 million (rate changes and 6-mo. payment holiday provided)

LTF Administration

Financial Issues

Actuarial Status of LTF

(Expected Probability Level)

- June 2011: \$35.9 million in liabilities, \$60.3 million in assets = \$24.4 million
- June 2012: \$38.1 million in liabilities, \$57.4 million in assets = \$19.3 million (12-mo. payment holiday provided)
- June 2013: \$43.9 million in liabilities, \$55.6 million in assets = \$11.7 million

LTF Administration

Financial Issues

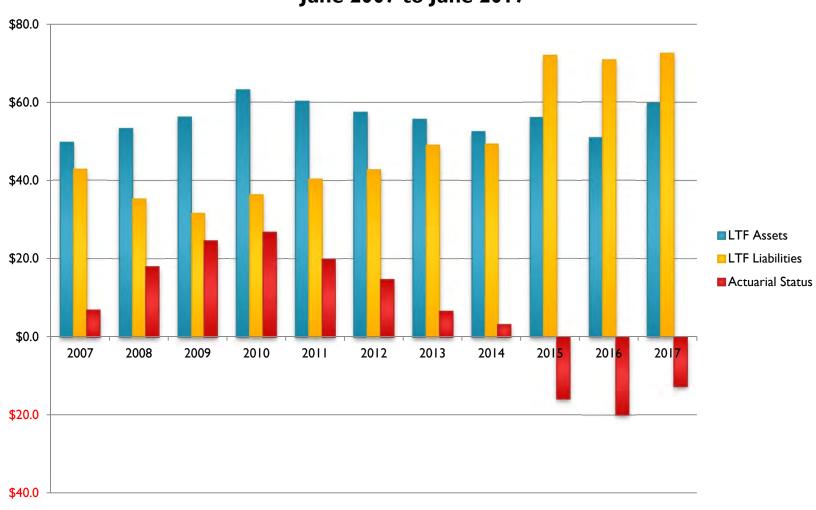
Actuarial Status of LTF

(Expected Probability Level)

- June 2014: \$49.3 million in liabilities, \$52.5 million in assets = \$3.2 million
- June 2015: \$72.0 million in liabilities, \$56.1 million in assets = (\$15.9 million)
- June 2016: \$70.8 million in liabilities, \$50.9 million in assets = (\$19.9 million)
- June 2017: \$72.6 million in liabilities, \$59.9 million in assets = (\$12.7 million)

LTF Actuarial Status

LTF Actuarial Status June 2007 to June 2017

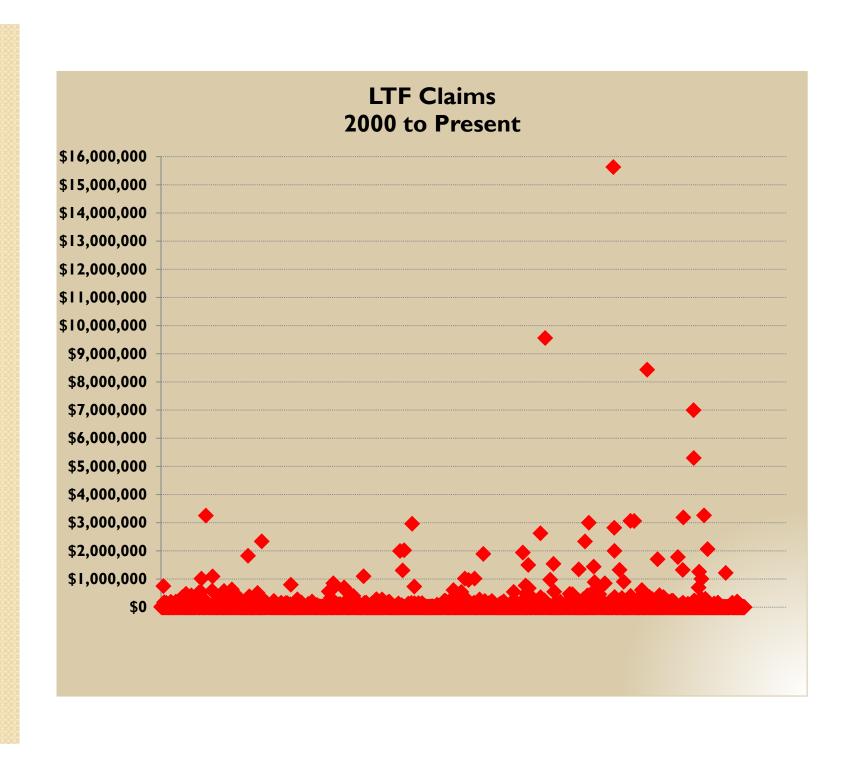


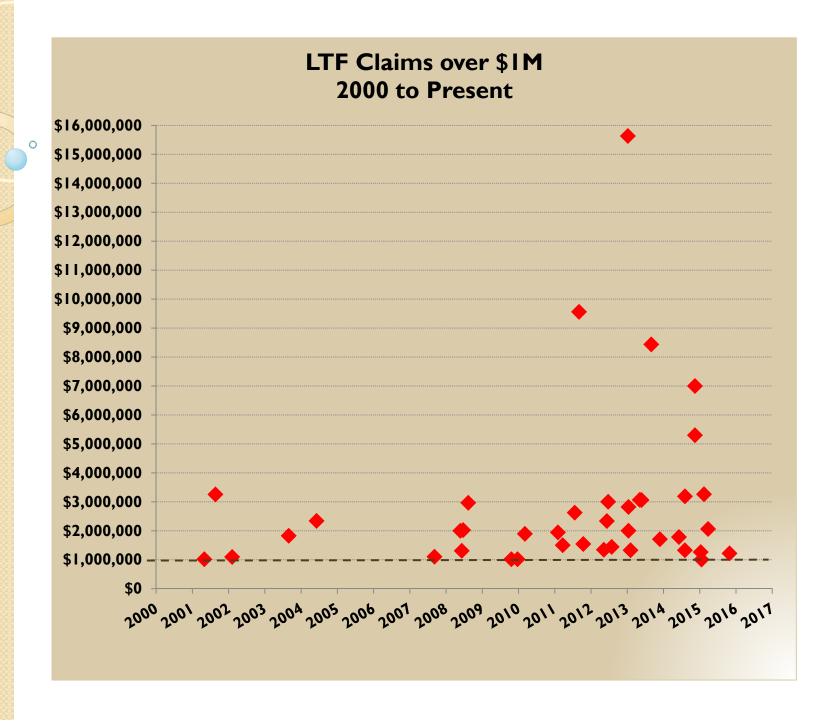
Actuarial Implications

- Continued challenges associated with the Fund's actuarial status
- Surcharge increases are needed, though slowing: 9.5% →10%, effective July 1, 2017
- Recommended rate of 12.2% for 2017-18 and 13.0% for 2018-19
- Actuarial analysis contemplated current \$4M self-insured retention, which will likely change at June 15, 2018 renewal

Judicial Update

- Nationwide climate is still very distrustful of law enforcement, and remains a favorite media topic
- Los Angeles County continues to be one of the worst Plaintiff jurisdictions in the country
- Irrational Juries, Verdicts, Judges
- Small pool of specialty attorneys target class; large jury verdicts become new standard
- Adverse jury verdicts (however small) result in assumption of Plaintiff's attorney fees, which can be substantial
- Even cases where no clear misconduct was involved are frequently most cost-effectively resolved by settlement, rather than risking "runaway jury" situation





Montalvo v. COLA

- April 26, 2009
- Montalvo exits Circle K parking lot and drives erratically as though he has just been involved in criminal behavior. A pursuit ensues in which Montalvo reaches speeds in excess of 50 mph in residential areas. Montalvo collides with a parked vehicle and deputies surround him with patrol vehicles. He is ordered to exit the vehicle. He refused, reached under his seat, and placed his car in reverse ramming it into the Sheriff's vehicle directly behind his vehicle. Mr. Montalvo then drove forward, but then once again, reversed his vehicle into the Sheriff's vehicle a second time. Fearing for their safety, deputies fired at Mr. Montalvo approximately 60 shots. Several deputies were injured in the incident. Montalvo died at the scene.
- Demand: \$7,000,000
- November 19, 2012: Jury awarded \$8,756,600.

Burley v. COLA

- August 3, 2012
- Deputies responded to East Glencoe Street in Compton for a domestic violence call of man strangling a pregnant woman.
- Mr. Burley approached the police vehicle with his fists clenched at his sides, grunting inaudibly, with a blank stare on his face. There was foam coming from his mouth and deputies believed he was under the influence of PCP.
- Deputies commanded that Burley lie on the ground. Burley approached the vehicle with clenched fists and began to growl at them threateningly. The pregnant woman emerges from crowd screaming, "He tried to kill me!" Burley begins to run after her. Deputies tackle him and ultimately subdue him with a Taser. He continues to struggle while hand-cuffed and he is hobbled. Burley lost consciousness and expired at hospital 10 days later.
- December 31, 2014: Jury awarded \$8,000,000 plus attorney fees; \$9,600,000. Under appeal.

Arias v. COLA

- April 10, 2013
- Responding to a vandalism call, a Deputy shot Luis Arias when he failed to show his hands and instead reached inside his large jersey toward a bulge in his pants pocket. Mr. Arias claims that he was putting his hands up, as ordered by the Deputies, when he was shot for no reason.
- Mr. Arias suffered a gunshot wound to the left chest. The bullet was removed during surgery, and he was discharged from the hospital two days later.
- Demand \$375,000
- March 10, 2017: Judgment against the County that includes \$900,000 in compensatory damages and \$275,000 in attorneys' fees and costs, for a total Judgment of \$1,175,000.

Current Excess Insurance Program (2017-18)

- \$50M limit excess of a \$4M Self-Insured Retention with 10% Quota Share in the first layer (\$10M xs \$4M)
- Overall Premium \$4.3M
- Structured in five layers with US and London capacity

Market Conditions

- Very limited market in CA for public entities
- The 3 largest lead markets (Everest, Starr, National Casualty) have quit writing business in CA due to poor loss history
- LTF current lead carrier, Lexington (AIG) has a current loss ratio estimate of 854%
- Program will need to be significantly restructured to retain coverage at renewal

Renewal Update

- Good News: Lexington did not non-renew, despite loss ratio
- Bad News: they demanded an increase the SIR from \$3M to \$4M along with a significant premium increase and a quota share of their layer
- The new 10% surcharge effective July 1, 2017 contemplated only a \$3M retention; goal was to mitigate additional necessary surcharges to largest extent possible
- We were able to negotiate the increase from \$3M to \$4M, with a new 10% "corridor deductible" within the \$10M limit to avoid a full pre-funding of retention
- Premium on first layer increasing from \$1,736,190 to \$3,199,000, which translated to increases in excess layers
- Pursuing other structural options, but all would involve significant additional assumption of risk by the LTF

Risk Management Update

- Sheriff's Department commitment to risk management improving
- Loss reported frequency has decreased by 38% over last 3 years
- Hopefully this will translate to an improvement in loss severity, but severity is also significantly impacted by variables beyond our control
- Still studying body-worn cameras and all of the associated records management issues

MINUTES OF A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF CALABASAS, CALIFORNIA HELD WEDNESDAY, NOVEMBER 8, 2017

Mayor Maurer called the meeting to order at 7:00 p.m. in the Council Chambers, 100 Civic Center Way, Calabasas, CA.

ROLL CALL

Present: Mayor Maurer, Mayor pro Tem Gaines Councilmembers Bozajian,

Shapiro and Weintraub

Absent: None

Staff: Bartlett, Cohen, Coroalles, Hernandez, Holden, Howard, Lysik, Tamuri,

and Yalda

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Brownie Girl Scout Troop 1826

APPROVAL OF AGENDA

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

AYES: Mayor Maurer, Mayor pro Tem Gaines, Councilmembers Bozajian,

Shapiro and Weintraub

ANNOUNCEMENTS/INTRODUCTIONS

Members of the Council made the following announcements:

Councilmember Shapiro:

- Extended an invitation to the annual Food Drive on November 11 and 12 at the Commons.
- Expressed appreciation to all Veterans who have served our Country, especially Mr. Coroalles; and wished everyone a Happy Veterans Day and Happy Thanksgiving.

Councilmember Weintraub:

- Extended an invitation to the Chaparral PFC annual Holiday Boutique on November 30.
- Showcased a postcard design of the completed Lost Hills Interchange Project.

Mayor pro Tem Gaines:

- Extended an invitation to the Calabasas Classic 5K-10K Run on November 12.
- Extended an invitation to the Chamber's monthly lunch on November 9.
- Extended an invitation to a US Bank ribbon cutting event on November 16.
- Extended an invitation to the annual Lost Hills Sheriff Station open house on November 18.
- Wished everyone a Happy Veterans Day and Happy Thanksgiving.
- Extended an invitation to the Calabasas HS football game opening of the CIF Playoffs on November 10.

Councilmember Bozajian:

 Extended an invitation to Mayor Maurer's State of the City Address on November 14.

ORAL COMMUNICATIONS – PUBLIC COMMENT

No one spoke during public comment.

CONSENT ITEMS

- 1. Approval of meeting minutes from October 25, 2017
- 2. Adoption of Resolution No. 2017-1569, proclaiming March 24, 2018, as "Arbor Day" in the City of Calabasas
- 3. Recommendation to increase amount of construction contract with Security Paving, Inc. from \$22,140,210.05 to \$27,000,000 inclusive of 8% contingency for the Lost Hills Road Interchange Project, Specification No. 14-15-05
- 4. Adoption of Resolution No. 2017-1570, authorizing the submittal of a grant application to the State of California, Natural Resources Agency, Department of Parks and Recreation to secure funding for Outdoor Environmental Education Facilities located at Headwaters Corner Interpretive Center
- 5. Approval of appointment of Joanne Suwara to the Traffic and Transportation Commission (Maurer)

Councilmember Bozajian and Mayor pro Tem Gaines pulled Consent Item Nos. 3 and 5, respectively.

Councilmember Bozajian moved, seconded by Mayor pro Tem Gaines to approve Consent Item Nos. 1, 2, and 4. MOTION CARRIED 5/0 as follows:

AYES: Mayor Maurer, Mayor pro Tem Gaines Councilmembers Bozajian, Shapiro and Weintraub

Mr. Yalda addressed Councilmember Bozajian's questions in regard to Consent Item No. 3.

After discussion, Councilmember Bozajian moved, seconded by Councilmember Shapiro to approve Consent Item No. 3. MOTION CARRIED 5 /0 as follows:

AYES: Mayor Maurer, Mayor pro Tem Gaines Councilmembers Bozajian, Shapiro and Weintraub

Members of the Council addressed the current Commission appointment process and agreed to discuss it at a future workshop.

After discussion, Councilmember Weintraub moved, seconded by Councilmember Bozajian to approve Consent Item No. 5. MOTION CARRIED 5 /0 as follows:

AYES: Mayor Maurer, Mayor pro Tem Gaines Councilmembers Bozajian, Shapiro and Weintraub

Mayor Maurer welcomed Joanne Suwara to the Traffic & Transportation Commission.

NEW BUSINESS

6. Introduction of Ordinance No. 2017-354 to add an additional Chapter to Title 9 of the Calabasas Municipal Code related to regulations on the operation of unmanned aircraft systems, commonly known as drones, to mitigate risks to persons and property and to protect the public from the hazards associated with their operation

Mr. Jordan presented the report.

After discussion, Mayor pro Tem Gaines moved, seconded by Councilmember Shapiro to approve Item No. 6. MOTION CARRIED 5 /0 as follows:

AYES: Mayor Maurer, Mayor pro Tem Gaines Councilmembers Bozajian, Shapiro and Weintraub

7. Discussion of revenue-generating activities associated with single-family homes, and direction to staff.

Ms. Tamuri and Mr. Bartlett presented the report.

The meeting recessed at 8:23 p.m.

The meeting reconvened at 8:31 p.m.

Anna Liper, Kathy Cirillo, Linda Stock, Robert Stock and Norm Buehring spoke on Item No. 7

After discussion, direction was provided to staff.

INFORMATIONAL REPORTS

8. Check Register for the period of October 16-25, 2017

No action was taken on this item.

TASK FORCE REPORTS

Councilmember Shapiro reported Councilmember Weintraub and his attendance to PFC and SCAG meetings.

CITY MANAGER'S REPORT

Mr. Coroalles reported on the ongoing efforts with the Viewpoint application process. Mayor pro Tem Gaines requested an accessible link on the City's website with information regarding the Viewpoint Street Vacation proceedings. He also requested information on additional charging stations throughout the City.

FUTURE AGENDA ITEMS

Councilmember Bozajian corrected that the next scheduled meeting will be held on November 29, 2017.

Councilmember Shapiro requested the Environmental Commission review the current plastic bag Ordinance and provide feedback to the Council.

<u>ADJOURN</u>

The	City	Council	adjourned	at	9:28	p.m.	to	а	special	meeting	scheduled	on
Wednesday	y, No	vember	29, 2017,	at	7:00	p.m.						

Maricela Hernandez, MMC City Clerk

MINUTES OF A SPECIAL MEETING OF THE CITY COUNCIL OF THE CITY OF CALABASAS, CALIFORNIA HELD WEDNESDAY, NOVEMBER 29, 2017

Mayor Maurer called the meeting to order at 7:08 p.m. in the Council Chambers, 100 Civic Center Way, Calabasas, California. All members of the City Council were present.

ROLL CALL

Present: Mayor Maurer, Mayor pro Tem Gaines Councilmembers Bozajian,

Shapiro and Weintraub

Absent: None

Staff: Coroalles, Hernandez, Howard, Lysik, Tamuri and Yalda

The Pledge of Allegiance was led by Girl Scout Troop 10016.

Rabbi Eli Friedman led an invocation.

Mayor Maurer welcomed and acknowledged dignitaries present.

COUNCIL ANNOUNCEMENTS

Councilmember Shapiro extended an invitation to the Solis Family Reading Festival/Literally Healing Program on December 6 at the Library.

Councilmember Weintraub reiterated an invitation to the Literally Healing Program and emphasized the need for new book donations. She further announced CHS Curious Savage play on December 5-8 and 9.

ORAL COMMUNICATIONS - PUBLIC COMMENT

None.

COUNCIL REORGANIZATION

Presentations to Outgoing Mayor

The following made presentations to outgoing Mayor Maurer:

- California Secretary of State Alex Padilla
- Aurelia Friedman, Congressman Ted Lieu's field representative
- Stephanie Williams and Patti Mardell, Calabasas Park Homeowners' Association

- Jeremy Wolf, Senator Stern's representative
- Pamela Kissel, Calabasas Chamber of Commerce
- Lucy Martin, Calabasas Rotary
- John and Joanne Suwara, Calabasas Coalition
- Mike and Jacqueline Souza
- Mayor pro Tem Gaines on behalf of L.A. County Supervisor Sheila Kuehl and on behalf of the City Council
- Comments by Members of the City Council

Members of the Council expressed appreciation to Mayor Maurer.

Comments by the outgoing Mayor

Mayor Maurer expressed appreciation for the opportunity to serve.

Election of Mayor

Councilmember Shapiro nominated Mayor pro Tem Gaines as Mayor; Councilmember Weintraub seconded. The nomination carried 5/0 as follows.

AYES: Mayor Maurer, Councilmembers Bozajian, Gaines, Shapiro and Weintraub

Oath of Office to Mayor

Secretary of State Alex Padilla administered the Oath of Office to Mayor Gaines.

Senator Robert Herzberg congratulated Mayor Gaines.

Mayor Gaines thanked the Council, staff and the community for the opportunity to serve.

Election of Mayor pro Tem

Councilmember Weintraub nominated Councilmember Shapiro as Mayor pro Tem; Councilmember Bozajian seconded. The nomination carried 5/0 as follows.

AYES: Mayor Gaines, Councilmembers Bozajian, Maurer, Shapiro and Weintraub

Oath of Office to Mayor pro Tem

Secretary of State Alex Padilla administered the Oath of Office to Mayor pro Tem Shapiro.

Mayor pro Tem Shapiro expressed appreciation to all and specially his wife on their upcoming wedding anniversary.

ADJOURN

The	City	Council	adjourned	at	8:17	p.m.	to	the	next	regular	meeting	on
Wednesda	y, De	cember 1	13, 2017, a	it 7	:00 p.	m.						

Maricela Hernandez, MMC, City Clerk



CITY COUNCIL AGENDA REPORT

DATE: DECEMBER 5, 2017

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: MARICELA HERNANDEZ, MMC, CITY CLERK

SUBJECT: APPROVAL OF APPOINTMENT OF ELLEN PANGARLIOTAS (GAINES)

AND MARK SHEAR (SHAPIRO) TO THE LIBARY COMMISSION

MEETING

DATE: DECEMBER 13, 2017

SUMMARY RECOMMENDATION:

That the City Council approve the appointment of Ellen Pangarliotas and Mark Shear to the Library Commission for a term expiring in November 2020.

BACKGROUND:

Pursuant to the Calabasas Municipal Code, the Library Commission shall consist of six (6) members who shall, with the exception of the sixth member, be lawful residents of the City and electors during their respective terms of office. All commissioners shall hold office for three (3) years. Notwithstanding the expiration of a term, a commissioner shall continue until his or her successor has been appointed. Mayor Gaines and Mayor pro Tem Shapiro have nominated Ellen Pangarliotas and Mark Shear, respectively for an additional term of three years.

REQUESTED ACTION:

That the City Council approve the appointment of Ellen Pangarliotas and Mark Shear to the Library Commission for a term expiring in November 2020.

ATTACHMENTS:

Commission applications.







APPLICATION FOR APPOINTMENT

AS A M	MEMBER OF:				
	ENVIRONME HISTORIC PI LIBRARY CO PARKS, REC PLANNING C PUBLIC SAFI	REATION & EDUCATION & EDUCATION & ETY COMMISSION COMMIS	MISSION ION COMN	MISSION	
ARE T	HERE ANY W	VORKDAY EVENINGS	YOU COU	JLD NOT MEET?	☐ YES
If yes, v	when:				
NAME:	Ellen Pan	garliotas			
ADDRE	ESS:				
Check	one: 🖸 C	alabasas, 91302	Calab	asas, 91301	☐ Topanga, 90290
HOME	TELEPHONE	E:		CELL PHONE:	
E-MAIL	_:			HOME FAX: n/a	1
REGIS	TERED VOTI	ER IN CALABASAS?	YES	□ NO	
BUSIN	ESS TELEPH	IONE: n/a		BUSINESS FAX:	n/a
OCCU	PATION: n/a			EMPLOYER: n/	a
BUSIN	ESS ADDRES	SS: n/a			
TYPE (OF BUSINES	S: n/a			
EDUCA	ATION:				
Pagho	lor of Art	a Ouespa Colleg	o N V		

CIVIC AFFILIATIONS:

City of Calabasas, Library Commission League of Women Voters, Speakers Bureau chair

COMMUNITY INTERESTS:

City of Calabasas

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

I have been part of this Commission and the life of the Library since its inception. I will continue to do my best to give our City the best of the best where the Library is concerned.

DATE: 928 17 Ces es langarlicas

Please attach any additional information relating to this application and return to the City Clerk, City of Calabasas, 100 Civic Center Way, Calabasas, CA 91302 (818) 224-1600.

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



RECEIVED

By Maricela Hernandez, MMC at 10:29 am, Nov 06, 2017

CITY of CALABASAS

APPLICATION FOR APPOINTMENT

COMMUNICATIONS AND TECHNOLOGY COMMISSION

ENVIRONMENTAL COMMISSION

AS A MEMBER OF:

HISTORIC PRESERVATION COMMISSION LIBRARY COMMISSION PARKS, RECREATION & EDUCATION COM PLANNING COMMISSION PUBLIC SAFETY COMMISSION TRAFFIC & TRANSPORTATION COMMISSION STUDENT MEMBER OTHER:	
ARE THERE ANY WORKDAY EVENINGS YOU CO	ULD NOT MEET? YES NO
If yes, when:	
NAME: MARK SHEAR	
ADDRESS:	
Check one: 🙍 Calabasas, 91302 📮 Calab	asas, 91301
HOME TELEPHONE:	CELL PHONE:
E-MAIL:	HOME FAX:
REGISTERED VOTER IN CALABASAS? YES	□ NO
BUSINESS TELEPHONE:	BUSINESS FAX:
OCCUPATION: PROJECT MGR	EMPLOYER:
BUSINESS ADDRESS:	
YPE OF BUSINESS: CONSTRUCTION	
EDUCATION: BBA	

CIVIC AFFILIATIONS: AHCCC COMPNITY CTR-ALT, BOARDMEMBER.
PREVIOUS COMMISSIONER PARKS, REGION ED.

COMMUNITY INTERESTS: TEMPLE JUDEA BROTHER HOOD

PLEASE GIVE A BRIEF STATEMENT AS TO WHY YOU ARE INTERESTED IN SERVING ON THIS COMMISSION OR BOARD: I BELIEVE I STILL HAVE ALOT TO CONTRIBUTE TO THE LIBRARY, PIGITAL TECHNOLOGY CONTINUES TO CHANGE AND LIBRARIES NEED TO CONTRIBUTE TO ATOMPT (WHICH WE DO), THE LOVE OF ACTUAL BOOKS NEEDS TO BE IMBUED IN THE NEXT GENERATION, ETC. WHO PROGRAMS POTATION THEY NEED TO BE REVIEWED FOR BEST PRACTICES, LASTLY WE NEED TO CONTRIBUTE TO THIS AS OMEONE WHO HAS OWNED BUSINESSES, I CAN CONTRIBUTE TO THIS AS WELL,

DATE: 11/4/17

SIGNATURE OF APPLICANT

Please attach any additional information relating to this application and return to the City Clerk, City of Calabasas, 100 Civic Center Way, Calabasas, CA 91302 (818) 224-1600.

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



CITY COUNCIL AGENDA REPORT

DATE: DECEMBER 4, 2017

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: JAMES JORDAN, DIRECTOR OF PUBLIC SAFETY

SUBJECT: ADOPTION OF ORDINANCE NO. 2017-354 TO ADD AN ADDITIONAL

CHAPTER TO TITLE 9 OF THE CALABASAS MUNICIPAL CODE RELATED TO REGULATIONS ON THE OPERATION OF UNMANNED AIRCRAFT SYSTEMS, COMMONLY KNOWN AS DRONES, TO MITIGATE RISKS TO PERSONS AND PROPERTY AND TO PROTECT THE PUBLIC FROM THE HAZARDS ASSOCIATED WITH THEIR

OPERATION.

MEETING

DATE: DECEMBER 13, 2017

SUMMARY RECOMMENDATION:

Ordinance 2017-354 adding Chapter 9.10 to Title 9 of the Calabasas Municipal Code was introduced at the November 8, 2017 Council meeting.

BACKGROUND:

Ordinance 2017-354 adds Chapter 9.10 to the Calabasas Municipal Code, which adds regulations on the operation of unmanned Aircraft Systems (UAS) within the City.

REQUESTED ACTION:

It is requested that the City Council adopt Ordinance No. 2017-354 that adds Chapter 9.10 to the Calabasas Municipal Code.

ATTACHMENT:

Ordinance No. 2017-354

ITEM 3 ATTACHMENT ORDINANCE NO. 2017-354

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CALABASAS ADDING CHAPTER 9.10 TO THE CALABASAS MUNICIPAL CODE IMPOSING SAFETY REQUIREMENTS ON THE OPERATION OF MODEL AIRCRAFT AND TO IMPOSE RESTRICTIONS CONSISTENT WITH CERTAIN FEDERAL AVIATION RULES ON THE OPERATION OF BOTH MODEL AIRCRAFT AND CIVIL UNMANNED AIRCRAFT SYSTEMS (UAS), COMMONLY KNOWN AS DRONES.

DRONES AND UNMANNED AIRCRAFT SYSTEMS

Section 1

9.10.010	Purpose
9.10.020	Definitions
9.10.030	Local Regulations of Unmanned Aircraft systems
9.10.040	Exemptions
9.10.050	Violations: Penalties

9.10.010 Purpose.

The purpose of this chapter is to regulate the operation of Unmanned Aircraft, commonly known as drones, which can at times pose a hazard to full-scale aircraft in flight and to persons on the ground. Imposing community-based safety requirements on the operation of Model UAS and imposing restrictions on the operation of both Model UAS's and Civil UAS's consistent with Federal Aviation Administration rules is necessary to mitigate such risks and to protect the public from the hazards associated with the operation of Unmanned Aircraft.

9.10.020 Definitions.

"Civil UAS" shall mean an Unmanned Aircraft or Unmanned Aircraft system operated by any Person for any purposes other than strictly hobby or recreational purposes, including, but not limited to, commercial purposes or in the furtherance of, or incidental to, any business or media service or agency.

"Drone" refers to any UAS.

"FAA" means the Federal Aviation Administration.

"Model UAS" shall mean an Unmanned Aircraft or Unmanned Aircraft System operated by any Person strictly for hobby or recreational purposes. "Person" shall mean natural person, joint venture, joint stock company, partnership, association, club, company, corporation, business trust, organization, or the manager, lessee, agent, servant, officer or employee of any of them.

"Public UAS" shall mean an Unmanned Aircraft or Unmanned Aircraft System operated by any public agency for government related purposes.

"Unmanned Aircraft" shall mean an aircraft without a human pilot onboard, that is controlled by an operator on the ground, and is operated without the possibility of direct human intervention from within or on the aircraft.

"Unmanned Aircraft System (UAS)" shall mean an Unmanned Aircraft and associated elements, including, but not limited to, any communication links and components that control the Unmanned Aircraft.

"Visual Line of Sight" means that a Person operating an Unmanned Aircraft has an unobstructed view of the Unmanned Aircraft. The operator must use his or her own natural vision (which includes vision corrected by standard eyeglasses or contact lenses) to observe the Unmanned Aircraft. People other than the operator may not be used in lieu of the operator for maintaining visual line of sight to the Unmanned Aircraft, except as otherwise permitted by federal law. The use of vision-enhancing devices, such as binoculars, night vision goggles, powered vision magnifying devices, and goggles or other devices designed to provide a "first-person view" from the Unmanned Aircraft do not constitute visual line of sight of the Person operating the Unmanned Aircraft.

9.10.020 Regulations

The following shall apply to the operation of any Model UAS or Civil UAS within the City of Calabasas:

- 1. No Person shall operate any Model UAS or Civil UAS within the City of Calabasas in a manner that is prohibited by any federal statute or regulation.
- 2. No Person shall operate any Model UAS or Civil UAS within the City of Calabasas in a manner that interferes with manned aircraft, and any Person operating a Model UAS shall always give way to any manned aircraft.
- 3. No Person shall takeoff, land or operate any Model UAS or Civil UAS within the City of Calabasas beyond the "Visual Line of Sight" of the Person operating the Model UAS or Civil UAS.

- 4. No Person shall operate any Model UAS or Civil UAS within the City of Calabasas other than during daylight hours defined as between official sunrise and official sunset for local time, except that a Person may operate a Model UAS or Civil UAS during periods of civil twilight if the UAS has lighted anti-collision lighting visible for at least three statute miles. As used herein, "civil twilight" means a period of time that begins 30 minutes before official sunrise and ends at official sunrise, and a period of time that begins at official sunset and ends 30 minutes after official sunset.
- 5. No Person shall operate any Model UAS or Civil UAS within the City of Calabasas more than 400 feet above the earth's surface, unless the UAS is both flown within a 400-foot radius of a structure and does not fly higher than 400 feet above the structure's immediate uppermost limit.
- 6. Excluding takeoff and landing, no Person shall operate any Model UAS or Civil UAS within the City of Calabasas closer than 25 feet to any individual, except the operator or the operator's helper(s).
- 7. No Person shall takeoff or operate a Model UAS or Civil UAS on private property without the consent of the property owner.
- 8. No Person shall takeoff, land or operate a Model UAS or Civil UAS over publicly permitted events without prior notification and authorization of the City.
- No Person shall takeoff, land or operate a Model UAS or Civil UAS within one thousand five hundred (1500) horizontal feet of any manned or unmanned aircraft.
- 10. No Person shall takeoff, land or operate a Model UAS or Civil UAS within five hundred (500) feet of any emergency vehicle that is operating with lights and/or sirens.
- 11. No Person shall takeoff, land or operate a Model UAS or Civil UAS within five hundred (500) feet of any active law enforcement or emergency response incident.
- 12. No Person shall takeoff, land or operate a Model UAS or Civil UAS within two hundred (200) feet of a school facility without prior notification and authorization of school officials.
- 13. No Person shall takeoff, land or operate a Model UAS or Civil UAS within one hundred (100) feet of any public building or facility without prior notification, and authorization of the City.

- 14. No Person shall operate a Model UAS or Civil UAS that has any type of weapon attached to it.
- 15. No Person shall operate any Model UAS or Civil UAS within the City of Calabasas in violation of any temporary flight restriction (TFR) or notice to airmen (NOTAM) issued by the Federal Aviation Administration.
- 16. No Person shall operate any Model UAS or Civil UAS within the City of Calabasas in a careless or reckless manner so as to endanger the life or property of another. The standard for what constitutes careless and reckless operation under this section shall be the same as the standard set forth in any federal statutes or regulations governing aeronautics including but not limited to Federal Aviation Rule 91.13.

9.10.030 **Exemptions**.

The provisions of this chapter shall not apply to any Public UAS, or UAS weighing less than 0.55 lbs.

9.10.040 Violations; Penalties.

Any Person who violates any provision of this chapter is guilty of a misdemeanor punishable as provided in section 1.16.020A of this code.

SECTION 2. Severability Clause

Should any section, clause, or provision of this Ordinance be declared by the Courts to be invalid, the same shall not affect the validity of the Ordinance as a whole, or parts thereof, other than the part so declared to be invalid.

SECTION 3. California Environmental Quality Act

The City Council has considered all of the evidence in the record, including the staff reports, the testimony received during public comment on the matter, and hereby determines that that this ordinance is exempt from the California Environmental Quality Act review under Title 14, section 15061(b)(3) as there is no potential for causing a significant effect on the environment. Furthermore, this ordinance will not cause a direct or indirect physical change to the environment and is therefore exempt pursuant to Title 14, Section 15378(b)(2) and (3) of the California Code of Regulations.

SECTION 4. Effective Date

This Ordinance shall take effect 30 days after its passage and adoption pursuant to California Government Code Section 36937 and shall supersede any conflicting provision of any City of Calabasas ordinance.

SECTION 5. Certification

The City Clerk shall certify to the passage and adoption of this ordinance and shall cause the same to be published or posted according to law.

PASSED, APPROVED AND ADOPTED this 13th day of December, 2017.

ATTEST:	Fred Gaines, Mayor
Maricela Hernandez, MMC City Clerk	APPROVED AS TO FORM:
	Scott H. Howard, City Attorney Colantuono, Highsmith & Whatley, PC





CITY COUNCIL AGENDA REPORT

DATE: **NOVEMBER 28, 2017**

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: ROBERT YALDA, CITY ENGINEER/PUBLIC WORKS DIRECTOR

TATIANA HOLDEN, SENIOR CIVIL ENGINEER

SUBJECT: RECOMMENDATION TO APPROVE A PROFESSIONAL SERVICES

> AGREEMENT FOR CONTINUING PROJECT MANAGEMENT AND CONSTRUCTION MANAGEMENT SERVICES FOR THE LOST HILLS ROAD INTERCHANGE PROJECT WITH PARSONS CORPORATION

TOTALING AN AMOUNT NOT TO EXCEED \$600,000.00

MEETING

DECEMBER 13, 2017

DATE:

SUMMARY RECOMMENDATION:

Staff recommends City Council approve a Professional Services Agreement with Parsons Corporation (Parsons) for continuing Project Management and Construction Management Services in the amount not to exceed \$600,000 for the Lost Hills Road Interchange project.

BACKGROUND:

At the November 13, 2103 meeting, the City Council awarded a contract to Parsons for Project Management and Construction Management Services in the amount not to exceed \$2,750,000.

Continuation of Project Management and Construction Management Services and Material Testing Services is required for the remaining construction of the project until its completion. Two major reasons of expanded scope of work and extension of construction schedule are related to changes in bridge aesthetics and water line and communication utility work.

The existing contact with the remaining balance of \$258,000 will be terminated and a new contract with additional \$342,000 will pay for the work necessary for completion of construction and post-construction project management support including the project closure procedures required by Caltrans.

DISCUSSION/ANALYSIS:

Progress:

The project has entered Stage 4 of construction following demolition of the old bridge and opening of Canwood Street and the west side of the bridge for traffic. Pedestrian access across the bridge is being reestablished. Canwood Street/Lost Hills Road intersection is now operated with the STOP signs. Traffic is switched to the newly completed portion of the US101 southbound off-ramp. The access road used as a detour during closure of Canwood Street is closed to the general public. Newly opened west side of the bridge provides one lane in each direction and a sidewalk.

Remaining Milestones and Project Schedule:

- The current project schedule is enclosed in Attachment B. The contractor is working of Lost Hills Road and the southbound off-ramp improvements as well as abutments for the east side of the bridge. The 10,000 cubic feet Austin Vault Sand Filter is being built for treatment of stormwater runoffs.
- Completion of the east side of the bridge and connection to the west side to the full width is scheduled for March 2018.
- Estimated completion of construction and installation of landscaping is scheduled for July 2018.

FISCAL IMPACT/SOURCE OF FUNDING:

The City has entered into an agreement with Los Angeles County for Measure R funding. Therefore, the City anticipates Measure R funds to recover 100% of the costs under the proposed contract.

Additional Measure R funds of \$2,000,000 were contributed towards the project from the allocations for Los Angeles County. Adjustments of the Funding Agreement will be made by the City and Metro accordingly.

REQUESTED ACTION:

Staff recommends City Council approve a Professional Services Agreement with Parsons Corporation (Parsons) for continuing Project Management and Construction Management Services in the amount not to exceed \$600,000 for the Lost Hills Road Interchange project.

ATTACHMENTS:

Attachment A: Professional Services Agreement with Parsons

Attachment B: Current Project Schedule

PROFESSIONAL SERVICES AGREEMENT (City of Calabasas/Parsons Transportation Group, Inc.)

1. <u>IDENTIFICATION</u>

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into by and between the City of Calabasas, a California municipal corporation ("City"), and **Parsons Transportation Group Inc.**, an **Illinois Corporation** ("Consultant").

2. <u>RECITALS</u>

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

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

3. **DEFINITIONS**

- 3.1 "Scope of Services": Such professional services as are set forth in Consultant's **October 27, 2017** proposal to City attached hereto as Exhibit A and incorporated herein by this reference.
- 3.2 "Approved Fee Schedule": Such compensation rates as are set forth in Consultant's **November 30, 2017** fee schedule to City attached hereto as Exhibit B and incorporated herein by this reference.
- 3.3 "Commencement Date": **December 13, 2017**.
- 3.4 "Expiration Date": **December 31, 2018**.

4. TERM

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

Initials: (City)	(Contractor)	Page 1 of 15
		v. 2.0 (Last Undate: 8/31/17

5. **CONSULTANT'S SERVICES**

- 5.1 Consultant shall perform the services identified in the Scope of Services. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement. In no event shall the total compensation and costs payable to Consultant under this Agreement exceed the sum of Six Hundred **Thousand Dollars (\$600,000.00)** unless specifically approved in advance and in writing by City.
- 5.2 Consultant shall perform all work to the highest professional standards of Consultant's profession and in a manner reasonably satisfactory to City. Consultant shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 et sea.).
- 5.3 During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement Date if both (i) such work would require Consultant to abstain from a decision under this Agreement pursuant to a conflict of interest statute and (ii) City has not consented in writing to Consultant's performance of such work.
- 5.4 Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. Rov Fisher, P.E. shall be Consultant's project administrator and shall have direct responsibility for management of Consultant's performance under this Agreement. No change shall be made in Consultant's project administrator without City's prior written consent.

6. **COMPENSATION**

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

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receipt of each invoice, City shall pay all undisputed amounts included on the invoice. City shall not withhold applicable taxes or other authorized deductions from payments made to Consultant.

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

7. OWNERSHIP OF WRITTEN PRODUCTS

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

8. RELATIONSHIP OF PARTIES

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

9. <u>CONFIDENTIALITY</u>

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

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10. **INDEMNIFICATION**

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

Initials: (City) (Contractor) Page 4 of 15 v. 2.0 (Last Update: 8/31/17) subcontractors or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice.

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

11. <u>INSURANCE</u>

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

Initials: (City)	(Contractor)	Page 5 of 15
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- effect, City may either (i) immediately terminate this Agreement; or (ii) take out the necessary insurance and pay, at Consultant's expense, the premium thereon.
- 11.5 At all times during the term of this Agreement, Consultant shall maintain on file with City's Risk Manager a certificate or certificates of insurance showing that the aforesaid policies are in effect in the required amounts and naming the City and its officers, employees, agents and volunteers as additional insureds. Consultant shall, prior to commencement of work under this Agreement, file with City's Risk Manager such certificate(s).
- 11.6 Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages.
- 11.7 The General Liability Policy of insurance required by this Agreement shall contain an endorsement naming City and its officers, employees, agents and volunteers as additional insureds. The General Liability Policy required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty days' prior written notice to City. Consultant agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.
- 11.8 The insurance provided by Consultant shall be primary to any coverage available to City. Any insurance or self-insurance maintained by City and/or its officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.
- 11.9 All insurance coverage provided pursuant to this Agreement shall not prohibit Consultant, and Consultant's employees, agents or subcontractors, from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against the City.
- 11.10 Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of City, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Consultant shall procure a bond guaranteeing payment of losses and expenses.
- 11.11 Procurement of insurance by Consultant shall not be construed as a limitation of Consultant's liability or as full performance of Consultant's duties to indemnify, hold harmless and defend under Section 10 of this Agreement.

Initials: (City)	(Contractor)		Page 6 of 15
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12. <u>MUTUAL COOPERATION</u>

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

13. RECORDS AND INSPECTIONS

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

14. PERMITS AND APPROVALS

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

15. NOTICES

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

If to City If to Consultant:

City of Calabasas 100 Civic Center Way Calabasas, CA 91302 Attn: **Tatiana Holden** Telephone: (818) 224-1

Telephone: (818) 224-1600 Facsimile: (818) 225-7335

Parsons Transportation Group Inc. 100 W. Walnut Street Pasadena, CA 91124 Attn: Roy Fisher, P.E. Telephone: (626) 676-2666 Facsimile: (626) 440-2008

Initials: (City) _____ (Contractor) ____ Page 7 of 15 v. 2.0 (Last Update: 8/31/17)

With courtesy copy to:

Scott H. Howard, City Attorney Colantuono, Highsmith & Whatley, PC 790 E. Colorado Blvd., Suite 850 Pasadena, CA 91101

Telephone: (213) 542-5700 Facsimile: (213) 542-5710

16. <u>SURVIVING COVENANTS</u>

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

17. <u>TERMINATION</u>

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

18. GENERAL PROVISIONS

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

Initials: (City)	(Contractor)	Page 8 of 15
		v. 2.0 (Last Update: 8/31/17)

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

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

Initials: (City) _____ (Contractor) ____ Page 9 of 15 v. 2.0 (Last Update: 8/31/17)

- 18.8 This Agreement shall be governed and construed in accordance with the laws of the State of California.
- 18.9 All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between City and Consultant with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed by City and Consultant.

Initials: (City) _____ (Contractor) ____ Page 10 of 15 v. 2.0 (Last Update: 8/31/17)

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

"City"	"Consultant"
City of Calabasas	Parsons Transportation Group Inc.
By:Fred Gaines, Mayor	By:Chris A. Johnson, Vice President
Fred Gaines, Mayor	Chris A. Johnson, Vice President
Date:	Date:
	By: Joseph El Harake, Vice President
	Date:
Attest:	
By: Maricela Hernandez, MMC City Clerk	_
Date:	
Approved as to form:	
By: Scott H. Howard, City Attorney Colantuono, Highsmith & Whatley, PC	
Date:	

EXHIBIT A SCOPE OF WORK

City of Calabasas Lost Hills Interchange PROJECT CONSTRUCTION MANAGEMENT CONSULTANT SERVICES PROJECTION OF MONTHLY HOURS

PARSONS	Total Hours	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7
Month		Dec-17	Jan-18	Feb-18	Mar-18	Apr-18	May-18	Jun-18
Monthly Hours	1192	160.00	176.00	168.00	176.00	168.00	168.00	176.00
Project Manager - PM	-					1	-	_
RE/SR	1,056.00	160.00	176.00	168.00	176.00	168.00	168.00	40.00
Roadway Inspector	1,016.00	160.00	176.00	168.00	176.00	168.00	168.00	-
Roadway/Bridge Inspector	-	-	-	-	-	-	-	-
Office Engineer - OE	1,056.00	160.00	176.00	168.00	176.00	168.00	168.00	40.00
SWPPP QSD	-	-	-	-	-	-	-	-
CPM Scheduling Support	60.00	10.00	10.00	10.00	10.00	10.00	10.00	
Landscape Inspection	40.00						40.00	
Electrical Inspection	160.00		40.00	40.00	40.00	40.00		
Utility Inspector	-							
Surveys (Wagner)	-							
Material Testing (Twining)	-							
On-call Services	-							
Projected Monthly Hours	3,388.00	490.00	578.00	554.00	578.00	554.00	554.00	80.00
Projected Cumulative Mor	thly Hours	490.00	1,068.00	1,622.00	2,200.00	2,176.00	2,754.00	80.00

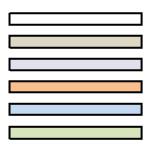
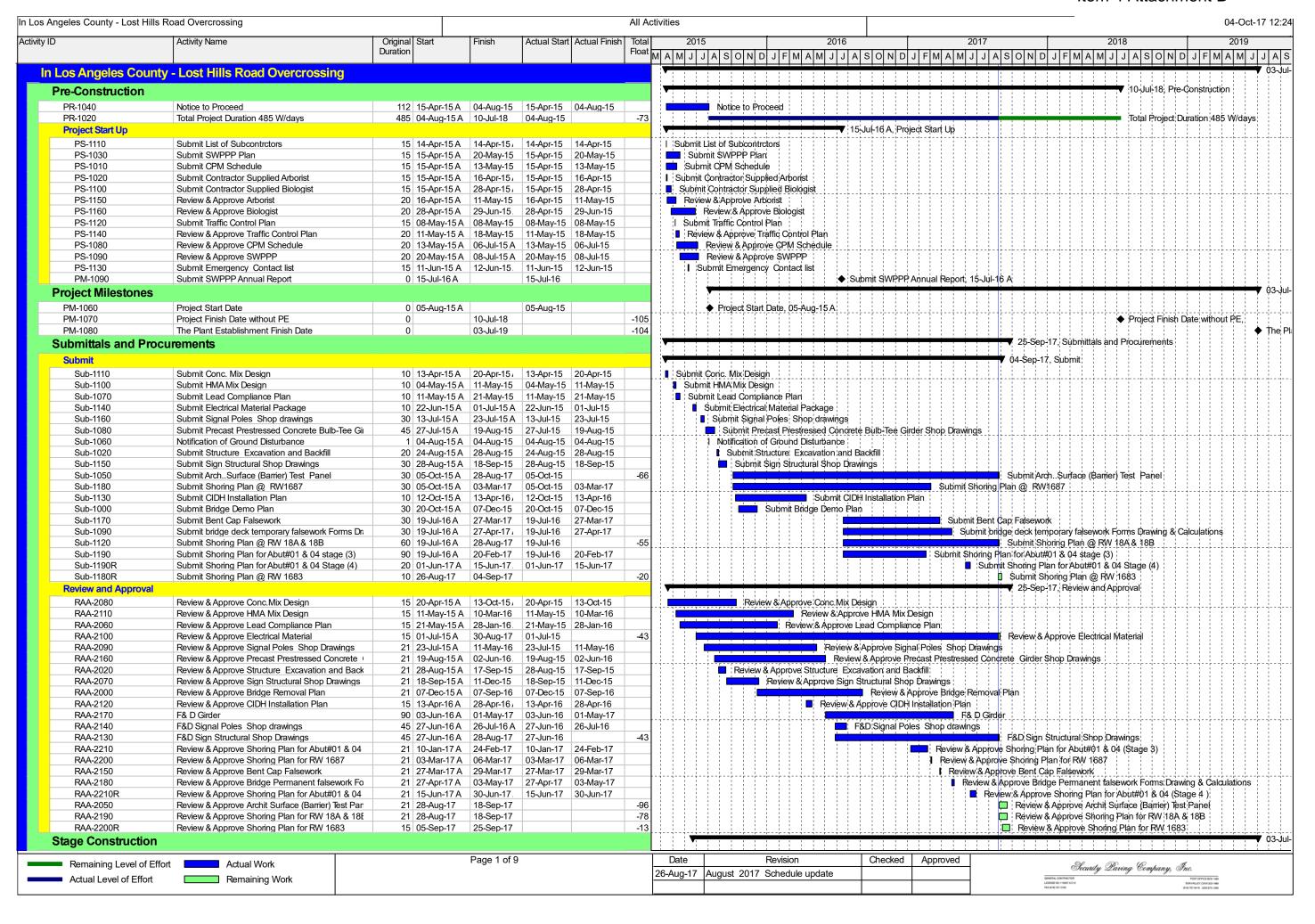


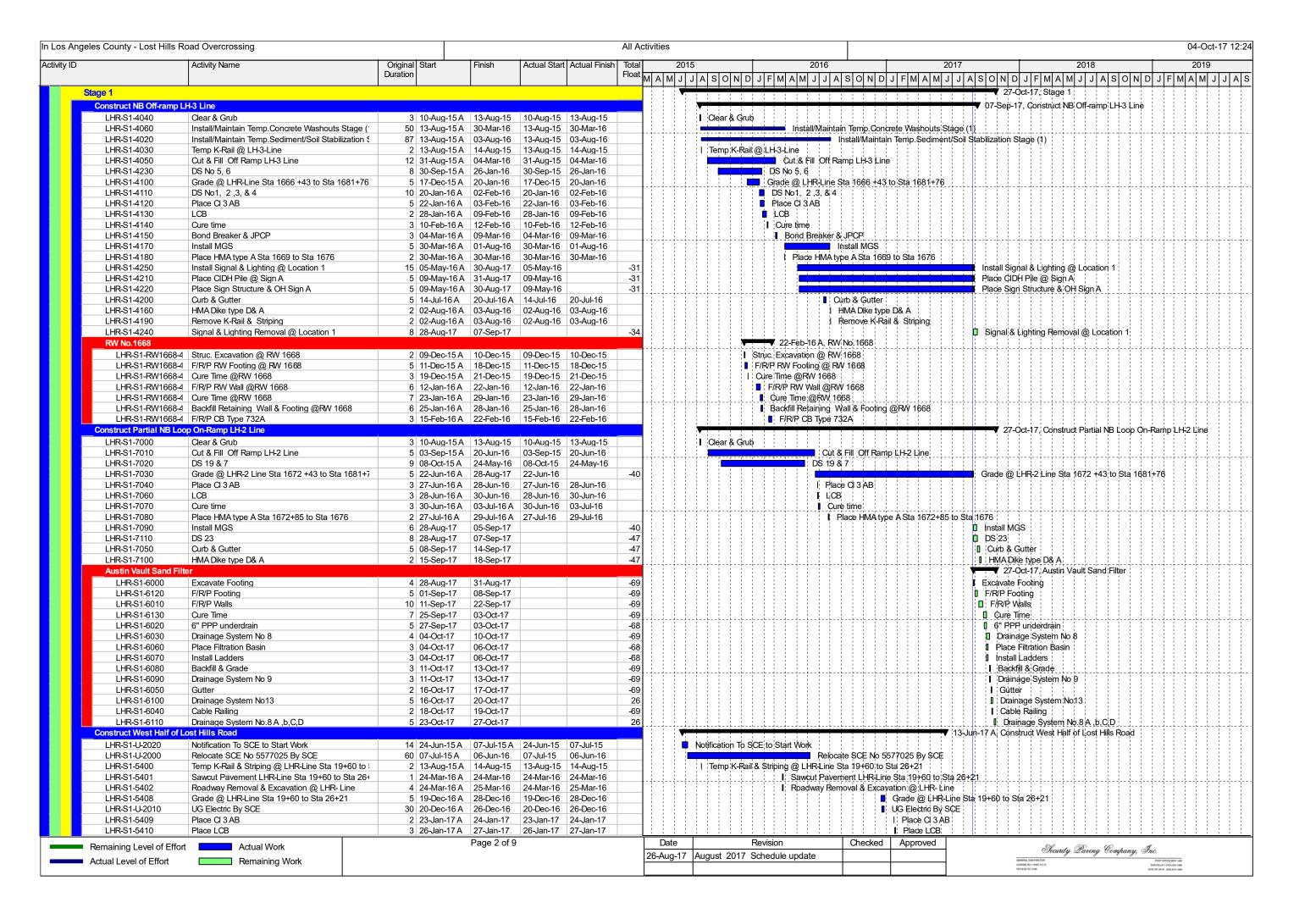
EXHIBIT B APPROVED FEE SCHEDULE

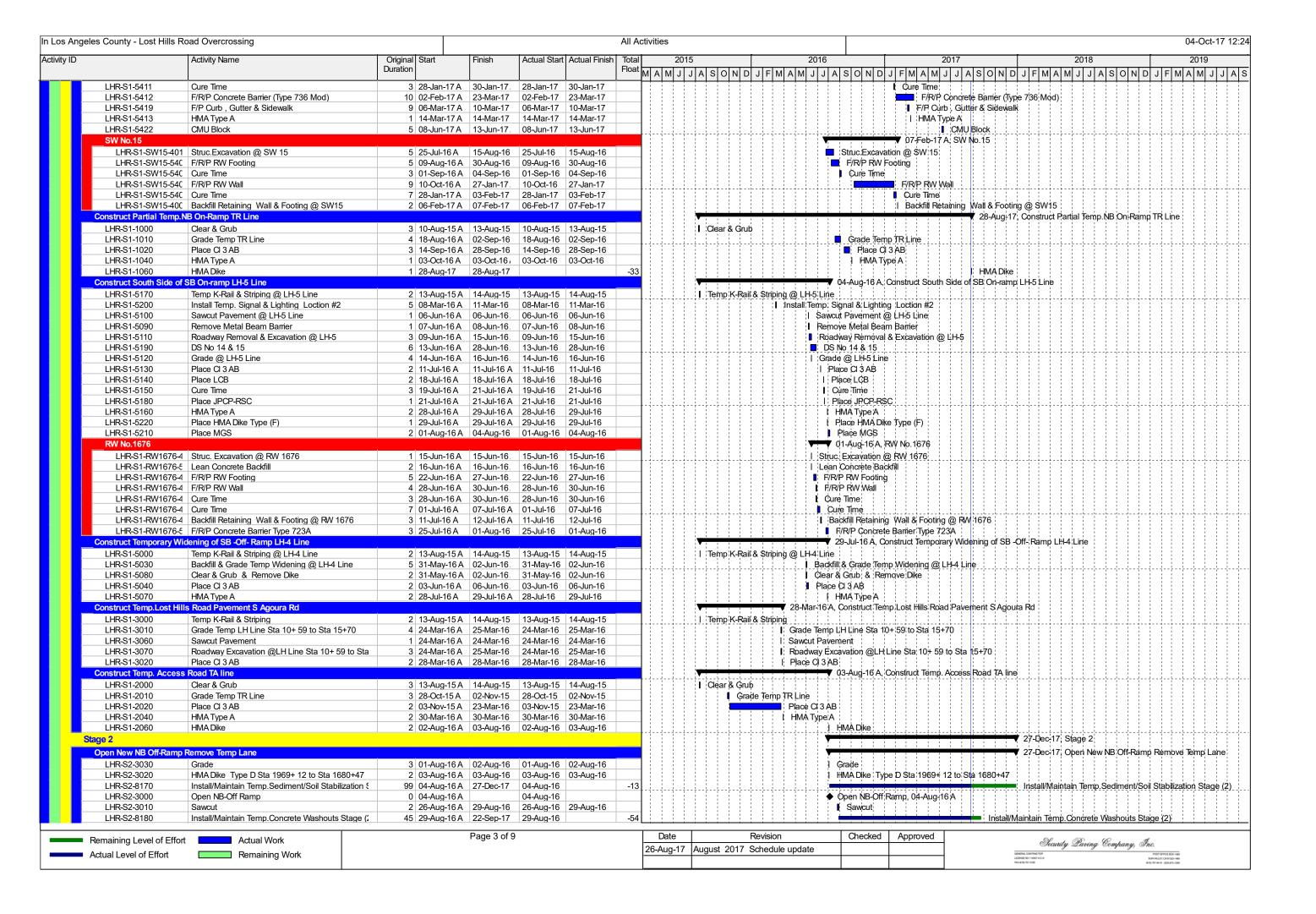
VS SWPPP Reviewer			Lost Hills Road Interchange																		
Construction Manager	PARSONS Proposed Budget for Constr							uction Management & Inspection Services November 3									ovember 3	30, 2017			
Construction Manager			ı					1					ı								
Prime PARSONS		l																			
RF Project Manager -			Hours	Billi	ng Rate	I Ota	il Cost	Hours	BII	ling Rate		I otal Cost	Hours	BII	ling Rate	10	otal Cost	Hours		otal Cost	
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VS SWPPP Reviewer	PR		-				-	1.016				76.683.48	40	\$			3.019.03	1.056		79.702.51	
WILL Reg Landscape Architect	VS	SWPPP Reviewer	-		162.65	\$	-	,-		162.65	\$	-		\$	162.65	\$	-	-	\$	-	
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Rincon Environmental	WILL	Utility Coordinator	-	\$	120.00				\$	120.00	\$	-	-	\$	120.00	\$	-	-	\$	-	
W Scheduler \$ - \$ - 60 \$ 242.11 \$ 14,526.60 \$ 242.11 \$ - 60 \$ 14,526.60 \$ SUBTOTAL - 60 \$ SUBTOTAL	WILL		-	\$	150.00		-	40		150.00					150.00		-	40			
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Pre-Construction Construction Post Construction Total				\$	0.55				\$	0.55	_	-		\$	0.55		-			-	
	SUE	BTOTAL				\$		2,072			\$	15,263.68	45			\$	679.60		\$	15,943.28	
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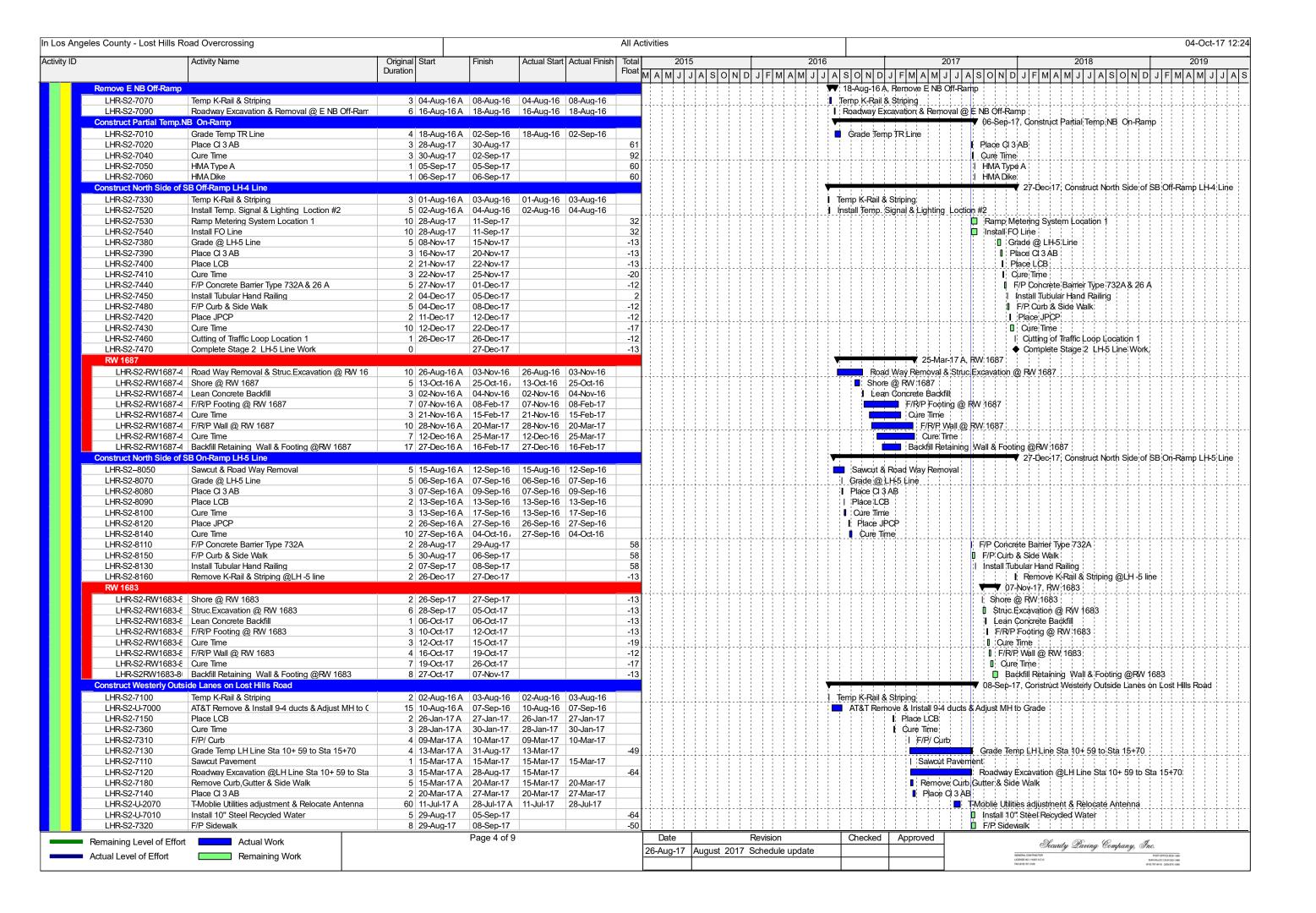
- 1) Overtime, weather, holidays and potential time extensions or delays may result in additional construction management services. Surveying costs are an estimated amount based on T&M cost. (3% salary escalation a year used)
- 2) Prevailing Wage Wages for inspection subject to Calif. Labor Code Section 1772. Overtime will be paid in accordance with applicable labor laws.
- 3) Material Testing is based on T&M cost not to exceed estimated amount.
- 4) Other Direct Cost (ODC) is billed per actual cost without markup
- 5) All work complete by first week of June 2018

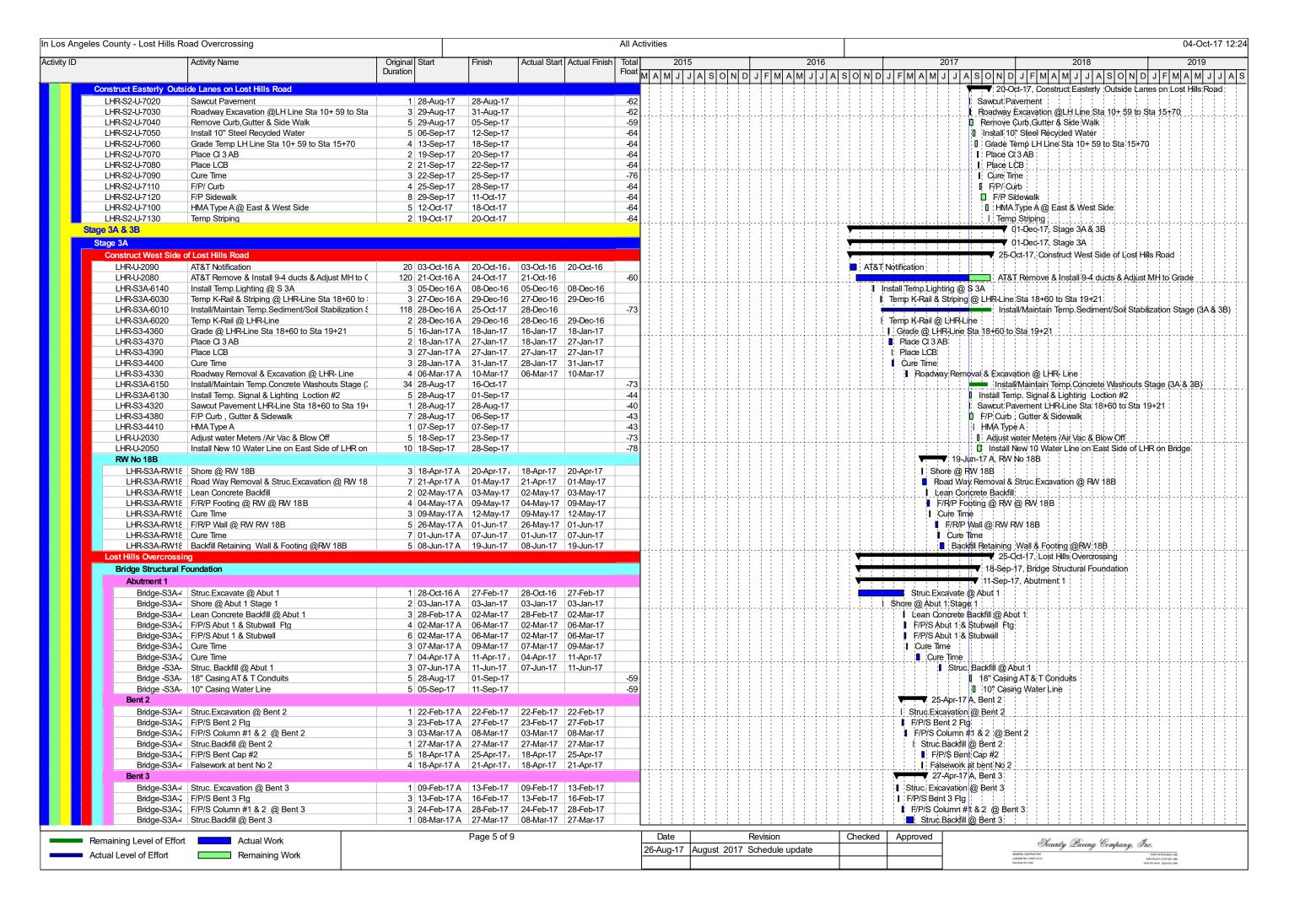
Item 4 Attachment B

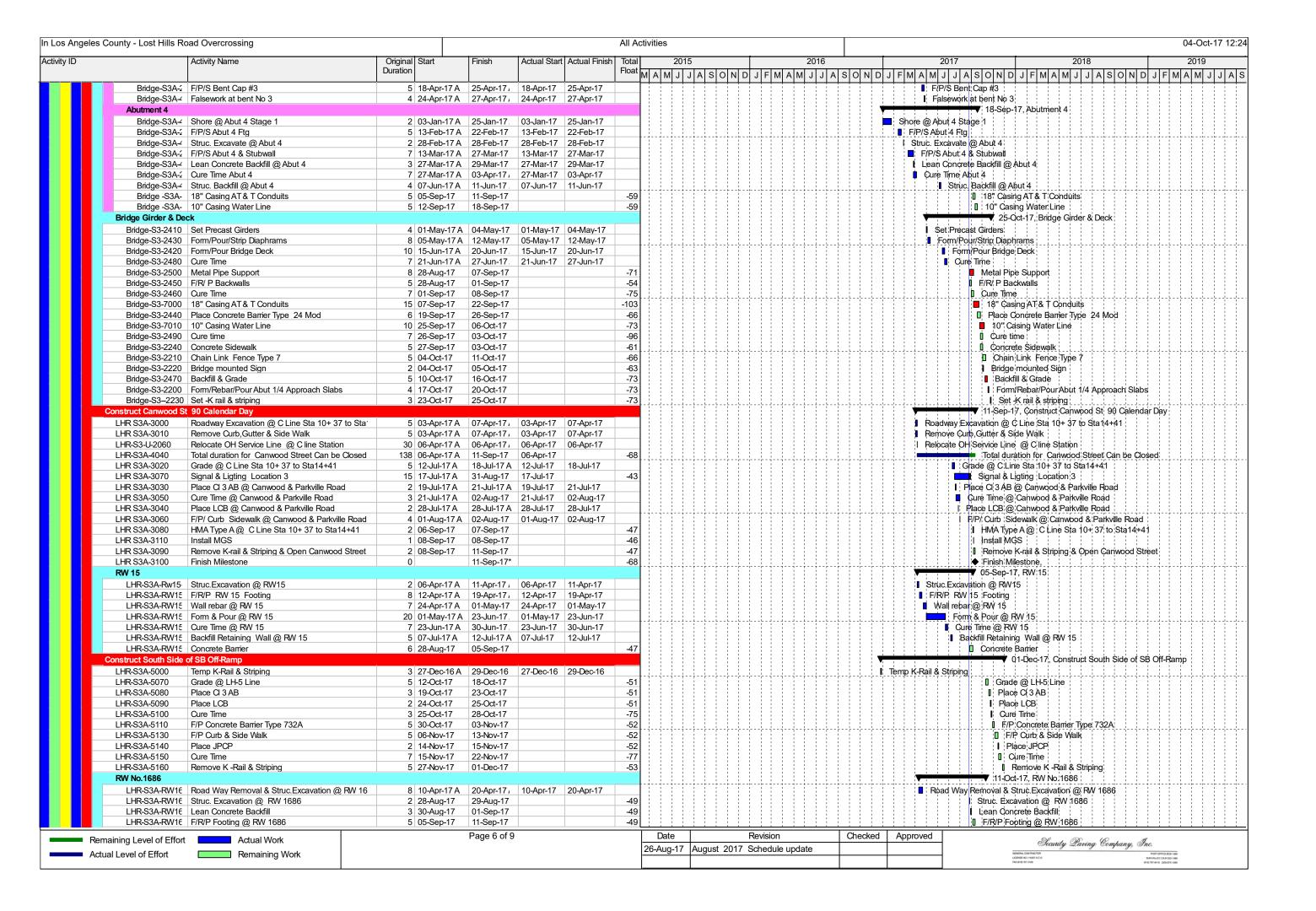


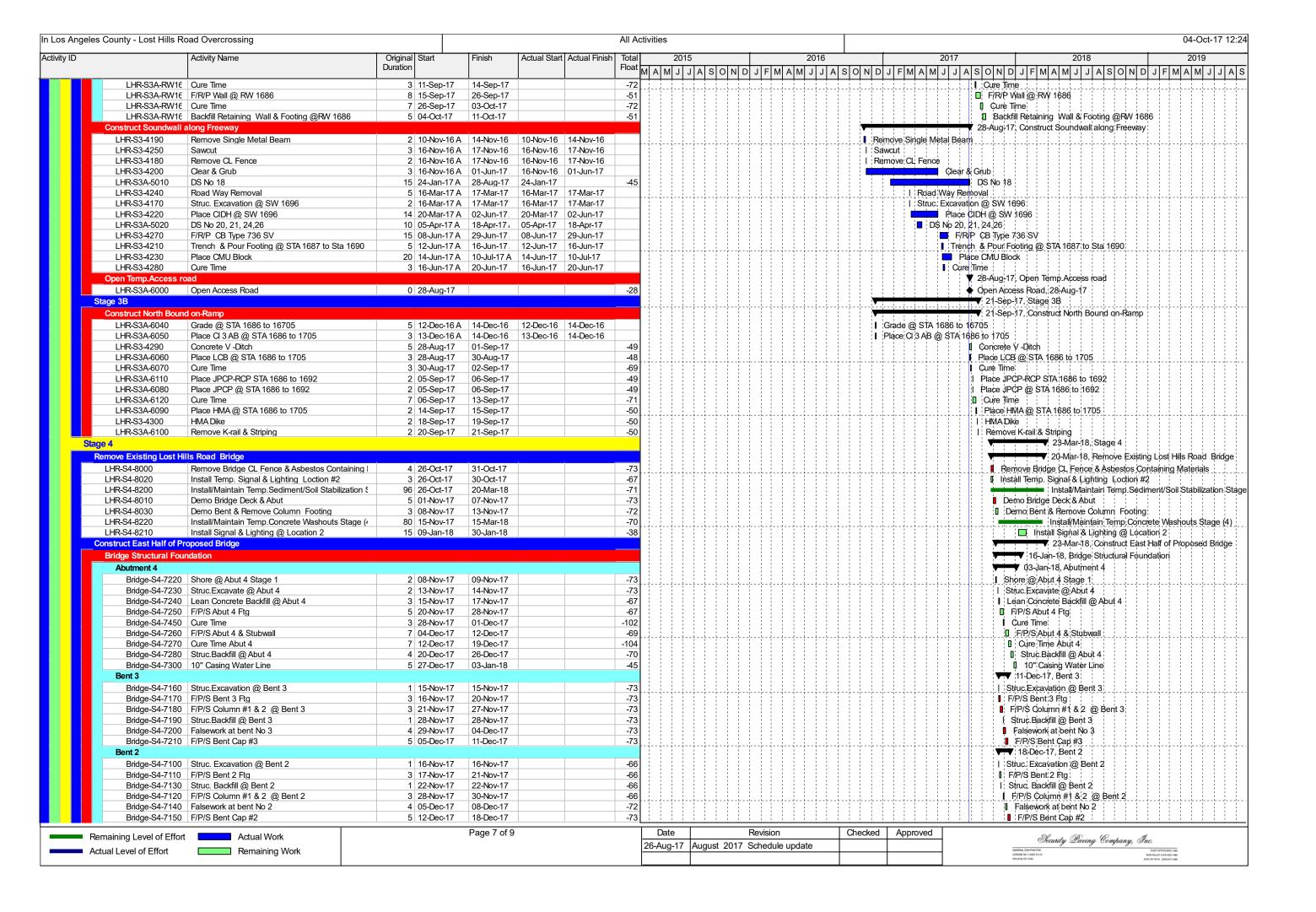


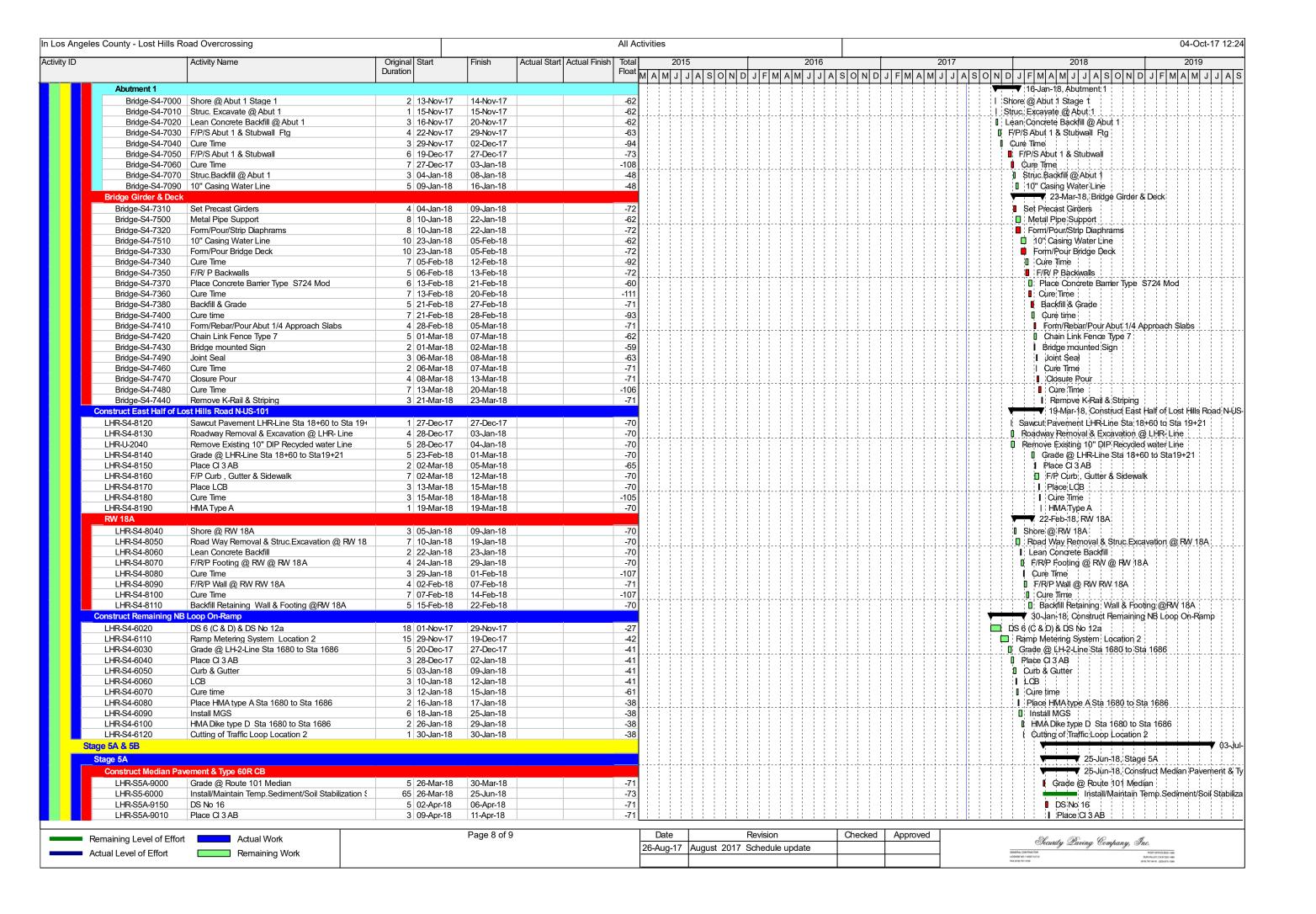


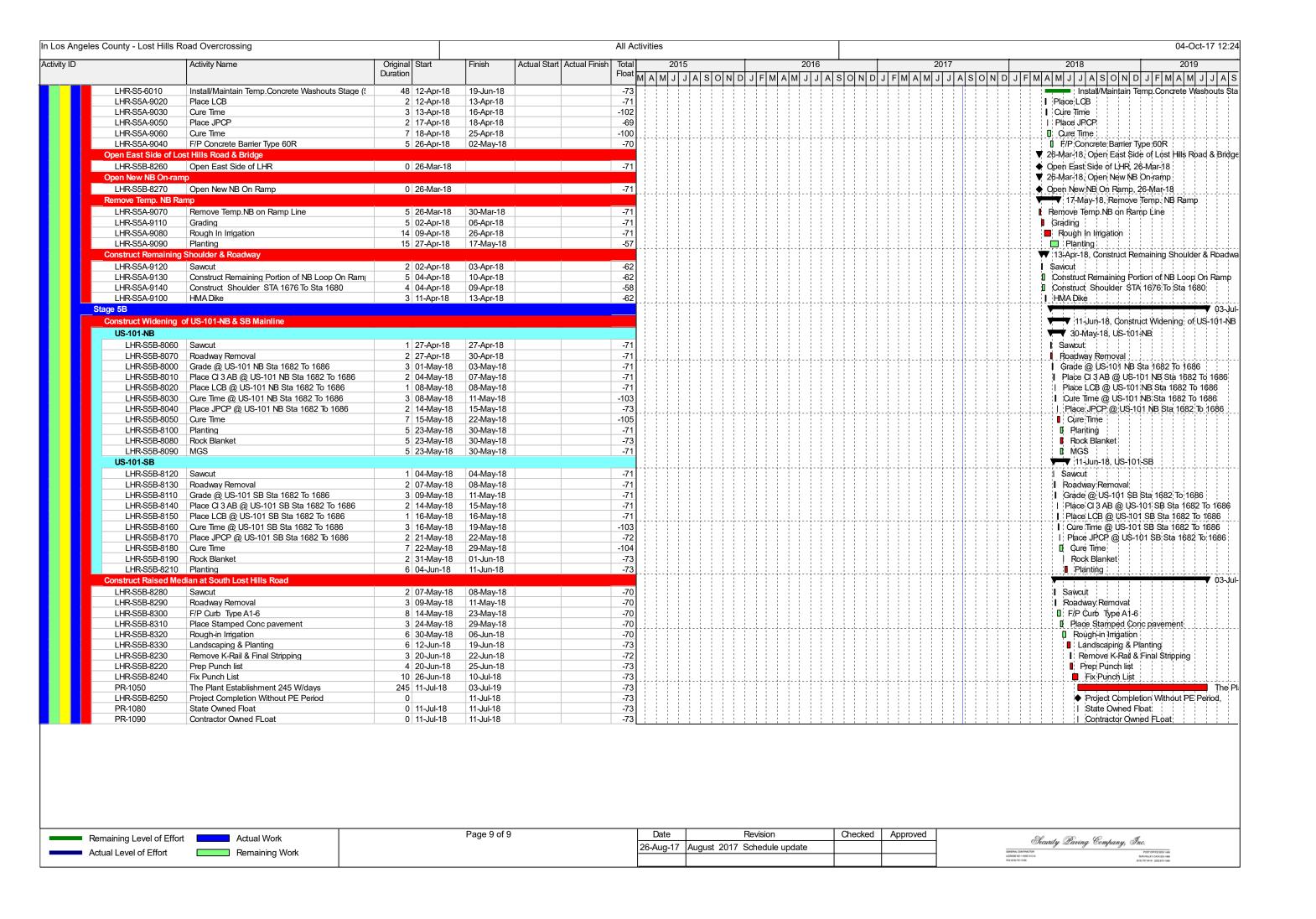














CITY of CALABASAS

CITY COUNCIL AGENDA REPORT

DATE: DECEMBER 4, 2017

TO: HONORABLE MAYOR AND COUNCILMEMBERS

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

ENGINEER

HEATHER MELTON, LANDSCAPE DISTRICTS MANAGER

SUBJECT: RECOMMENDATION TO AWARD A ONE YEAR PROFESSIONAL

SERVICES AGREEMENT TO AZTECA LANDSCAPE FOR LANDSCAPE MAINTENANCE OF THE COMMON AREAS FOR OAK PARK CALABASAS HOMEOWNERS ASSOCIATION WITHIN LANDSCAPE LIGHTING ACT DISTRICT 22 IN THE CITY OF CALABASAS IN AN

AMOUNT NOT TO EXCEED \$250,000.

MEETING

DATE: DECEMBER 13, 2017

SUMMARY RECOMMENDATION:

Recommendation to award a one year professional services agreement (PSA) to Azteca Landscape for the Landscape Maintenance of the Common Areas for Oak Park Calabasas Homeowners Association within the Landscape Lighting Act District 22 in the City of Calabasas, for the amount of \$250,000 plus Consumer Price Index (CPI) increases.

Additionally, authorize the Public Works Director to approve extra landscape maintenance work as needed under the terms of the PSA with Azteca Landscape, in an amount not to exceed the monies budgeted in the funds designated for the landscape work.

BACKGROUND:

The City's current landscape contractor for this work is Azteca Landscape; the contract was one year and expires on February 7, 2018. The new contract will be for one year.

DISCUSSION/ANALYSIS:

In general, the scope of this contract consists of, but is not limited to landscape maintenance of landscape spaces, including mowing and edging, weeding, sweeping, pruning of shrubs and groundcovers, fertilizing, litter clean-up, and tree trimming for clearances within the locations shown on the Work Area Map, attached.

The yearly amount includes anticipated and routine scheduled maintenance operations but does not make provisions for unforeseen or emergency work which is not uncommon when maintaining large landscape areas; however, an estimated dollar amount was calculated and included in the landscaping budget in case of such occurrences. The additional work generated from such events is not guaranteed but if additional work is released by the City in no event shall the total contract value exceed \$250,000 over the one year term of the contract.

Azteca Landscape is the current contractor that provides landscape services for Oak Park Calabasas HOA under the direct supervision of the Public Works Department's Landscape District Manager. Azteca Landscape would like to continue to provide landscape services for Oak Park Calabasas HOA with the HOA's Board of Directors submitting a letter to the City requesting the City to approve and retain Azteca Landscape for continued service.

FISCAL IMPACT/SOURCE OF FUNDING:

Funding for this contract are utilized from Fund 22, the Landscape Maintenance District 22, 22-322-5712-xx assessment accounts:

Oak Park HOA 22-322-5712-13

REQUESTED ACTION:

Recommendation to award a one year professional services agreement (PSA) to Azteca Landscape for the Landscape Maintenance of the Common Areas for Oak Park Calabasas Homeowners Association within the Landscape Lighting Act District 22 in the City of Calabasas, for the amount of \$250,000 plus Consumer Price Index (CPI) increases.

Additionally, authorize the Public Works Director to approve extra landscape maintenance work as needed under the terms of the PSA with Azteca Landscape, in an amount not to exceed the monies budgeted in the funds designated for the landscape work.

ATTACHMENTS:

ATTACHMENT A: Letter from Oak Park HOA

ATTACHMENT B: Work Map

ATTACHMENT C: Professional Services Agreement

ITEM 5 ATTACHMENT A



ROSS MORGAN & COMPANY, INC., AAMC®

"An Accredited Association Management Company"

Sherman Oaks Calabasas Valencia Palmdale Saugus

23901 Calabasas Road, Suite 2004 Calabasas, CA 91302 PO Box 8782, Calabasas, CA 91372 (Please forward all mail to PO Box address)

> (747)230-5046 Fax (747)230-5048

11/03/2017

Heather Melton Landscape Maintenance District Manager 100 Civic Center Way Calabasas, CA 91302

Dear Ms. Melton,

This letter is sent at the request of the Board of Directors of Oak Park Calabasas HOA to retain Azteca as the landscape contractor for this association to conduct its landscape maintenance, and that the same monthly cost will be in effect for the next year, only the CPI may increase.

Thank you,

Monica Trautman Community Manager Oak Park Calabasas

cc: Board of Directors



PROFESSIONAL SERVICES AGREEMENT

Providing for Payment of Prevailing Wages (City of Calabasas/**Azteca Landscape**)

1. <u>IDENTIFICATION</u>

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into by and between the City of Calabasas, a California municipal corporation ("City"), and **Azteca Landscape** a **California**, **Corporation** ("Consultant").

2. <u>RECITALS</u>

- 2.1 City has determined that it requires the following professional services from a consultant: Landscape Maintenance of the Common Areas for Oak Park Calabasas Homeowners Association within Landscape Lighting Act District 22 in the City of Calabasas.
- 2.2 Consultant represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.

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

3. <u>DEFINITIONS</u>

- 3.1 "Scope of Services": Such professional services as are set forth in Consultant's proposal to City attached hereto as Exhibit A and incorporated herein by this reference.
- 3.2 "Approved Fee Schedule": Such compensation rates as are set forth in Consultant's fee schedule to City attached hereto and included within Exhibit A and incorporated herein by this reference.
- 3.3 "Commencement Date": February 8, 2018.
- 3.4 "Expiration Date": **February 7, 2019**.

4. <u>TERM</u>

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

Initials: (City)	(Contractor)	Page 1 of 1
		v. 2.0 (Last Update: 8/31/1

5. <u>CONSULTANT'S SERVICES</u>

- 5.1 Consultant shall perform the services identified in the Scope of Services. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement. In no event shall the total compensation and costs payable to Consultant under this Agreement exceed the sum of **Two Hundred Fifty Thousand Dollars (\$250,000)** unless specifically approved in advance and in writing by City.
- 5.2 Consultant shall perform all work to the highest professional standards of Consultant's profession and in a manner reasonably satisfactory to City. Consultant shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*).
- During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement Date if both (i) such work would require Consultant to abstain from a decision under this Agreement pursuant to a conflict of interest statute and (ii) City has not consented in writing to Consultant's performance of such work.
- 5.4 Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. **Rita Arellanes** shall be Consultant's project administrator and shall have direct responsibility for management of Consultant's performance under this Agreement. No change shall be made in Consultant's project administrator without City's prior written consent.
- 5.5 To the extent that the Scope of Services involves trenches deeper than 4', Contractor shall promptly, and before the following conditions are disturbed, notify the City, in writing, of any:
 - (1) Material that the contractor believes may be material that is hazardous waste, as defined in § 25117 of the Health and Safety Code, which is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.
 - (2) Subsurface or latent physical conditions at the site differing from

Initials: (City)	(Contractor)	Page 2 of 17
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Professional Services Agreement Providing for Payment of Prevailing Wages City of Calabasas//**Azteca Landscape**

those indicated by information about the site made available to bidders prior to the deadline for submitting bids.

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

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

6. **COMPENSATION**

- 6.1 City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept in full satisfaction for such services, payment in accordance with the Approved Fee Schedule.
- 6.2 Consultant shall submit to City an invoice, on a monthly basis or less frequently, for the services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period and the amount due. Within thirty calendar days of receipt of each invoice, City shall pay all undisputed amounts included on the invoice. City shall not withhold applicable taxes or other authorized deductions from payments made to Consultant.
- 6.3 Payments for any services requested by City and not included in the Scope of Services shall be made to Consultant by City on a time-and-materials basis using Consultant's standard fee schedule. Consultant shall be entitled to increase the fees in this fee schedule at such time as it increases its fees for its clients generally; provided, however, in no event shall Consultant be entitled to increase fees for services rendered before the thirtieth day after Consultant notifies City in writing of an increase in that fee schedule. Fees for such additional services shall be paid within sixty days of the date Consultant issues an invoice to City for such services.
- 6.4 This Agreement is further subject to the provisions of Article 1.7 (commencing at Section 20104.50) of Division 2, Part 3 of the Public Contract Code regarding prompt payment of contractors by local governments. Article 1.7 mandates certain procedures for the payment of undisputed and properly submitted payment requests within 30 days after receipt, for the review of payment requests, for notice to the contractor of improper payment requests, and provides for the payment of interest on progress payment requests which are not timely made in

Initials: (City) _____ (Contractor) ____ Page 3 of 17
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Professional Services Agreement Providing for Payment of Prevailing Wages City of Calabasas//**Azteca Landscape**

- accordance with this Article. This Agreement hereby incorporates the provisions of Article 1.7 as though fully set forth herein.
- 6.5 To the extent applicable, at any time during the term of the Agreement, the Consultant may at its own expense, substitute securities equivalent to the amount withheld as retention (or the retained percentage) in accordance with Public Contract Code section 22300. At the request and expense of the consultant, securities equivalent to the amount withheld shall be deposited with the public agency, or with a state or federally chartered bank in this state as the escrow agent, who shall then pay those moneys to the Consultant. Upon satisfactory completion of the contract, the securities shall be returned to the Consultant.

7. OWNERSHIP OF WRITTEN PRODUCTS

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

8. RELATIONSHIP OF PARTIES

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

9. <u>CONFIDENTIALITY</u>

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

Initials: (City) _____ (Contractor) ____ Page 4 of 17
v. 2.0 (Last Update: 8/31/17)

10. INDEMNIFICATION

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

Initials: (City) _____ (Contractor) ____ Page 5 of 17
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subcontractors or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice.

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

11. INSURANCE

- During the term of this Agreement, Consultant shall carry, maintain, and keep in full force and effect insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with Consultant's performance of this Agreement. Such insurance shall be of the types and in the amounts as set forth below:
 - 11.1.1 Comprehensive General Liability Insurance with coverage limits of not less than One Million Dollars (\$1,000,000) including products and operations hazard, contractual insurance, broad form property damage, independent consultants, personal injury, underground hazard, and explosion and collapse hazard where applicable.
 - 11.1.2 Automobile Liability Insurance for vehicles used in connection with the performance of this Agreement with minimum limits of One Million Dollars (\$1,000,000) per claimant and One Million dollars (\$1,000,000) per incident.
 - 11.1.3 Worker's Compensation insurance as required by the laws of the State of California, including but not limited to California Labor Code § 1860 and 1861 as follows:

Contractor shall take out and maintain, during the life of this contract, Worker's Compensation Insurance for all of Contractor's employees employed at the site of improvement; and, if any work is sublet, Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees, unless such employees are covered by the protection afforded by Contractor. Contractor and any of Contractor's subcontractors shall be required to provide City with a written statement acknowledging its obligation to secure payment of Worker's Compensation Insurance as required by

Initials: (City) _____ (Contractor) ____ Page 6 of 17
v. 2.0 (Last Update: 8/31/17)

Labor Code § 1861; to wit: 'I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.' If any class of employees engaged in work under this contract at the site of the Project is not protected under any Worker's Compensation law, Contractor shall provide and shall cause each subcontractor to provide adequate insurance for the protection of employees not otherwise protected. Contractor shall indemnify and hold harmless City for any damage resulting from failure of either Contractor or any subcontractor to take out or maintain such insurance.

- 11.2 Consultant shall require each of its subcontractors to maintain insurance coverage that meets all of the requirements of this Agreement.
- 11.3 The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A:VII in the latest edition of Best's Insurance Guide.
- 11.4 Consultant agrees that if it does not keep the aforesaid insurance in full force and effect, City may either (i) immediately terminate this Agreement; or (ii) take out the necessary insurance and pay, at Consultant's expense, the premium thereon.
- 11.5 At all times during the term of this Agreement, Consultant shall maintain on file with City's Risk Manager a certificate or certificates of insurance showing that the aforesaid policies are in effect in the required amounts and naming the City and its officers, employees, agents and volunteers as additional insureds. Consultant shall, prior to commencement of work under this Agreement, file with City's Risk Manager such certificate(s).
- 11.6 Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages.
- 11.7 The General Liability Policy of insurance required by this Agreement shall contain an endorsement naming City and its officers, employees, agents and volunteers as additional insureds. The General Liability Policy required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty days' prior written notice to City. Consultant agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of

Initials: (City) _____ (Contractor) ____ Page 7 of 17
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Professional Services Agreement Providing for Payment of Prevailing Wages City of Calabasas//**Azteca Landscape**

cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

Note: If this contract provides service to a Home Owners Association, that Home Owners Association must be listed as an additional insured in addition to the City.

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

12. MUTUAL COOPERATION

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

13. RECORDS AND INSPECTIONS

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

Initials: (City) _____ (Contractor) ____ Page 8 of 17
v. 2.0 (Last Update: 8/31/17)

14. PERMITS AND APPROVALS

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

15. **NOTICES**

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

If to City:

City of Calabasas 100 Civic Center Way Calabasas, CA 91302

Attn: Heather Melton Landscape District Manager

Telephone: (818) 224-1600 Facsimile: (818) 225-7338

With courtesy copy to:

Scott H. Howard, City Attorney Colantuono, Highsmith & Whatley, PC 790 E. Colorado Blvd., Suite 850 Pasadena, CA 91101

Telephone: (213) 542-5700 Facsimile: (213) 542-5710

SURVIVING COVENANTS

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

If to Consultant:

Azteca Landscape 1180 Olympic Dr., Ste. 207 Corona, CA 92881 **Attn: Aurora Farias** Telephone: (909) 673-0889 Facsimile: (909) 673-9192

16.

17. **TERMINATION**

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

18. **GENERAL PROVISIONS**

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

Initials: (City) _____ (Contractor) _____ Page 10 of 17 v. 2.0 (Last Update: 8/31/17) writing.

- 18.5 Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence, in City's sole judgment that such failure was due to causes beyond the control and without the fault or negligence of Consultant.
- 186 Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance of the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any of all of such other rights, powers or remedies. In the event legal action shall be necessary to enforce any term, covenant or condition herein contained, the party prevailing in such action, whether reduced to judgment or not, shall be entitled to its reasonable and actual court costs, including accountants' fees, if any, and attorneys' fees expended in such action. The venue for any litigation shall be Los Angeles County, California.
- 18.7 If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to, the extent necessary to cure such invalidity or unenforceability, and shall be enforceable in its amended form. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
- 18.8 This Agreement shall be governed and construed in accordance with the laws of the State of California.
- 18.9 All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between City and Consultant with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed by City and Consultant.

Initials: (City) _____ (Contractor) _____ Page 11 of 17

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

19. PREVAILING WAGES

- 19.1 To the extent that the estimated amount of this Agreement exceeds \$1,000, this Agreement is subject to prevailing wage law, including, but not limited to, the following:
 - 19.1.1 The Consultant shall pay the prevailing wage rates for all work performed under the Agreement. When any craft or classification is omitted from the general prevailing wage determinations, the Consultant shall pay the wage rate of the craft or classification most closely related to the omitted classification. The Consultant shall forfeit as a penalty to City \$50.00 or any greater penalty provided in the Labor Code for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rates for any work done under the Agreement employed in the execution of the work by Consultant or by any subcontractor of Consultant in violation of the provisions of the Labor Code. In addition, the difference between such prevailing wage rates and the amount paid to each worker for each calendar day, or portion thereof, for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the Consultant.
 - 19.1.2 Consultant shall comply with the provisions of Labor Code Section 1777.5 concerning the employment of apprentices on public works projects, and further agrees that Consultant is responsible for compliance with Section 1777.5 by all of its subcontractors.

Page 12 of 17 Initials: (City) _____ (Contractor) ____

- 19.1.3 Pursuant to Labor Code § 1776, Consultant and any subcontractor shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by Consultant in connection with this Agreement. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following: (1) The information contained in the payroll record is true and correct; and (2) The employer has complied with the requirements of Labor Code §§ 1811, and 1815 for any work performed by his or her employees on the public works project. The payroll records enumerated under subdivision (a) shall be certified and shall be available for inspection at all reasonable hours as required by Labor Code § 1776.
- To the extent that the estimated amount of this Agreement exceeds \$1,000, this Agreement is further subject to 8-hour work day and wage and hour penalty law, including, but not limited to, Labor Code Sections 1810 and 1813, as well as California nondiscrimination laws, as follows:
 - 19.2.1 Consultant shall strictly adhere to the provisions of the Labor Code regarding the 8-hour day and the 40-hour week, overtime, Saturday, Sunday and holiday work and nondiscrimination on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex or sexual orientation, except as provided in Section 12940 of the Government Code. Pursuant to the provisions of the Labor Code, eight hours' labor shall constitute a legal day's work. Work performed by Consultant's employees in excess of eight hours per day, and 40 hours during any one week, must include compensation for all hours worked in excess of eight hours per day, or 40 hours during any one week, at not less than one and onehalf times the basic rate of pay. Consultant shall forfeit as a penalty to City \$25.00 or any greater penalty set forth in the Labor Code for each worker employed in the execution of the work by Consultant or by any Subcontractor of Consultant, for each calendar day during which such worker is required or permitted to the work more than eight hours in one calendar day or more than 40 hours in any one calendar week in violation of the provisions of the Labor Code.

Initials: (City) _____ (Contractor) ____ Page 13 of 17
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Professional Services Agreement Providing for Payment of Prevailing Wages City of Calabasas//**Azteca Landscape**

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

"City" City of Calabasas	"Consultant" Azetca Landscape	
By:Fred Gaines, Mayor	By:Aurora Farias, President	
Date:	Date:	
Attest:		
By: Maricela Hernandez, MMC City Clerk	_	
Date:		
Approved as to form:		
By:Scott H. Howard, City Attorney Colantuono, Highsmith & Whatley, PC	_	
Date:		

EXHIBIT A SCOPE OF SERVICES & FEE SCHEDULE

- 1. General Maintenance Agreement 1 year @ \$67,600.00 (plus potential CPI) = \$67,600.00
- 2. Other work as required/approved by the City Not to exceed = \$182,400.00

Total Amount - \$250,000.00

NON-COLLUSION AFFIDAVIT

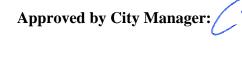
State of California)	
) ss. County of Los Angeles)	
behalf of, any undisclosed person, partnership, comparing genuine and not collusive or sham; that the bidder has not oput in a false or sham bid, and has not directly or in bidder or anyone else to put in a sham bid, or that anyone manner, directly or indirectly, sought by agreement, confidence of the bidder or any other bidder, or to fix any overheat other bidder, or to secure any advantage against the purpoposed contract; that all statements contained in the bindirectly, submitted his or her bid price or any breakder.	oses and says that he or she is of joing bid, that the bid is not made in the interest of, or on my, association, organization, or corporation; that the bid is not directly or indirectly induced or solicited any other bidder indirectly colluded, conspired, connived, or agreed with any one shall refrain from bidding; that the bidder has not in any immunication, or conference with anyone to fix the bid price ad, profit, or cost element of the bid price, or of that of any indirectly or own thereof, or the contents thereof, or divulged information by fee to any corporation, partnership, company association, thereof to effectuate a collusive or sham bid."
	Signature of Bidder
Business Address	<u> </u>
Place of Residence	
Subscribed and sworn to before me this day of	, 20
Notary Public in and for the County of State of California.	
My Commission Expires, 20 .	

WORKERS' COMPENSATION INSURANCE CERTIFICATE

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

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

DATE:		(Contro	atar)
	_	(Contra	ictor)
	Ву:	(Signat	ure)
		(Title)	
		Attest:	
		By:	(Signature)
			(Title)





CITY COUNCIL AGENDA REPORT

DATE: DECEMBER 4, 2017

TO: HONORABLE MAYOR AND COUNCILMEMBERS

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

ENGINEER

HEATHER MELTON, LANDSCAPE MANAGER

SUBJECT: RECOMMENDATION TO AWARD A FIVE YEAR PROFESSIONAL

SERVICES AGREEMENT TO VENCO WESTERN, INC. FOR LANDSCAPE MAINTENANCE OF CITY PARKS WITHIN THE CITY OF

CALABASAS IN AN AMOUNT NOT TO EXCEED \$1,307,400.00

MEETING

DATE: DECEMBER 13, 2017

SUMMARY RECOMMENDATION:

Recommendation to award a five year professional services agreement to Venco Western, Inc. for Landscape Maintenance of City Parks within the City of Calabasas, in an amount not to exceed \$1,307,400.00 which may include the Consumer Price Index (CPI) increase for each year accordingly.

BACKGROUND:

Venco Western, Inc. is the city's current contractor for park landscape maintenance. The previous contract was for three (3) years with the option of two one-year contract extensions, for a total period of five (5) years that will expire on February 14, 2018.

DISCUSSION/ANALYSIS:

Due to unforeseen storm damage repairs and services the current contract funding has been expended and a new contract is needed in order to proceed with the regularly scheduled maintenance, repairs and any additional storm related services that may be needed and/or required. In general, the scope of this work consists of, but not limited to, maintenance of landscape plantings, irrigation systems, various hardscape areas, play areas, and sidewalks within City parks as shown on the Work Area Maps in Attachment B.

The City Attorney had previously determined to classify the Landscape Maintenance of City Parks contract as maintenance work, not as a capital improvement project.

Venco Western, Inc. has provided landscape contracting services for the City in the past and has an excellent work and safety record. The contractor has a productive relationship with both city staff and members of the community. Over the years the city has received verbal communication from community residents expressing their appreciation of this contractor's work product. Venco Western, Inc. has also received verbal and written support from the Community Service Department for their exceptional maintenance of the city parks.

Since the current contract is expiring and funding is expended the Public Works Director, Landscape Manager, Community Service Director and Deputy Director discussed different options and what would be best for the City parks for landscape maintenance. During the discussion it was clear all parties involved were happy with the relationship with Venco Western, Inc. and the landscape maintenance being provided. It was asked if the contractor would be willing to accept a new five (5) year PSA at the current rate with only the possibility of a CPI increase.

After meeting with Venco Western, Inc. it was amicably agreed they would accept a new PSA at the current rate with only the possibility of a CPI increase. Venco Western, Inc. has provided a letter (Attachment A) stating what they verbally agreed to. This new contract will be a (5) year contract with the no extensions.

FISCAL IMPACT/SOURCE OF FUNDING:

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

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

REQUESTED ACTION:

Recommendation to award a five year professional services agreement to Venco Western, Inc. for Landscape Maintenance of City Parks within the City of Calabasas, in an amount not to exceed \$1,307,400.00 which may include the Consumer Price Index (CPI) increase for each year accordingly.

ATTACHMENTS: Attachment A – Letter dated November 16, 2017

Attachment B – Work Area Maps Attachment C – Work Area Services

Attachment D - Professional Services Agreement

ITEM 6 ATTACHMENT A



To: City of Calabasas Date: November 16, 2017

Attn: Heather Melton (City of Calabasas Landscape Manager)

100 Civic Center Way Calabasas, CA 91302-3172

Re: City of Calabasas Parks Agreement

Dear Heather:

We would like very much to extend the current Landscape Maintenance of City Parks Within the City of Calabasas at the current pricing and specifications.

Thank you and we look forward to working with you.

Sincerely Linda Burr Venco Western, Inc.



CITY of CALABASAS

CITY PARKS LANDSCAPE MAINTENANCE OVERVIEW MAP

LEGEND

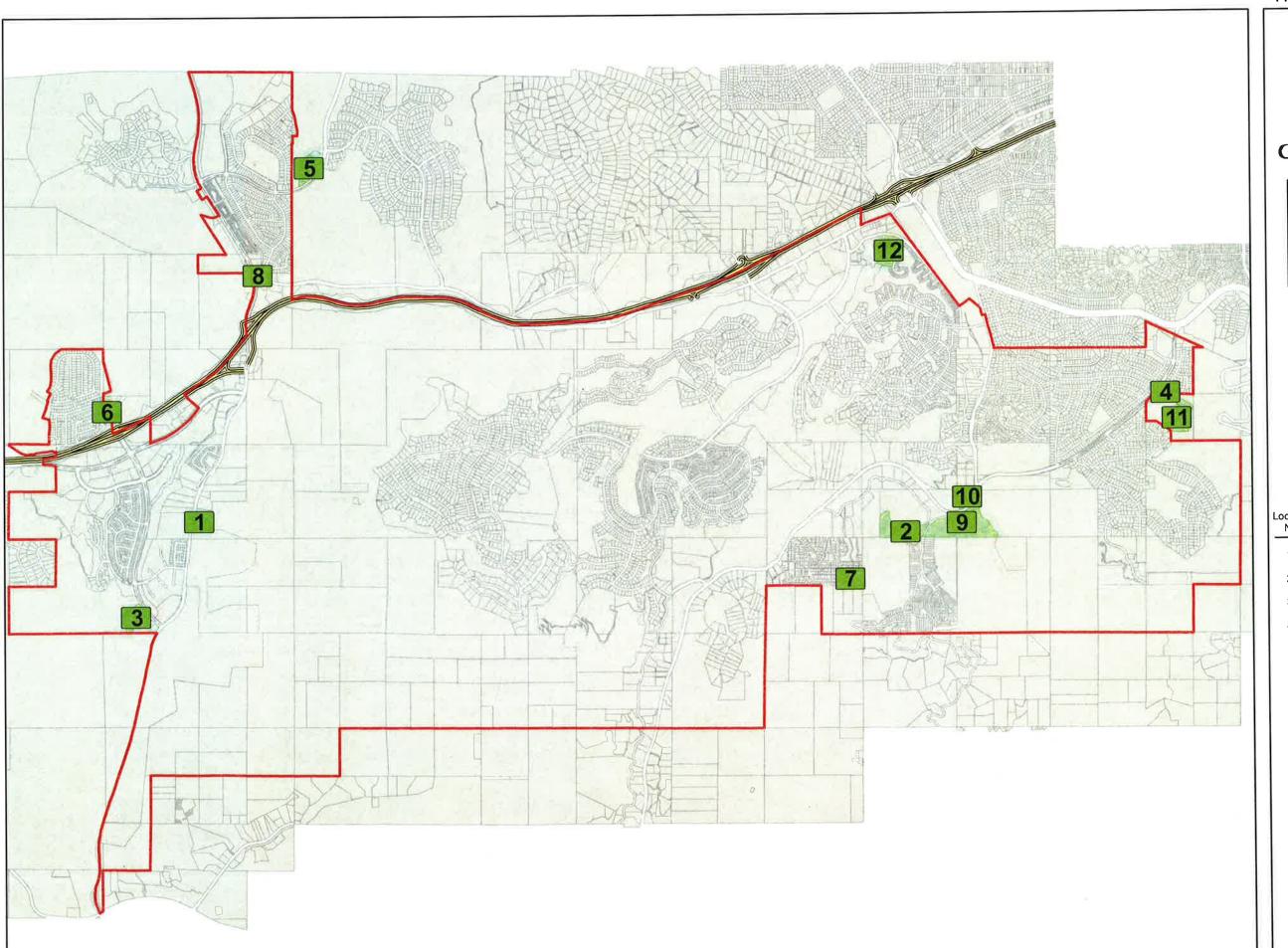


ocation	Description -
No.	Location Area

- 1 Bark Park
- 2 Creekside Park
- De Anza Park
- Freedom Park
- 5 Gates Canyon Park
- Grape Arbor Park
- Highlands Park
- Las Virgenes-Mureau Road Pocket Park
- 9 Wild Walnut Park
-) Mt. Restoration Trust Headquarters
- Alice C. Stelle Middle School
- 12 Tennis and Swim Center



1/2/13



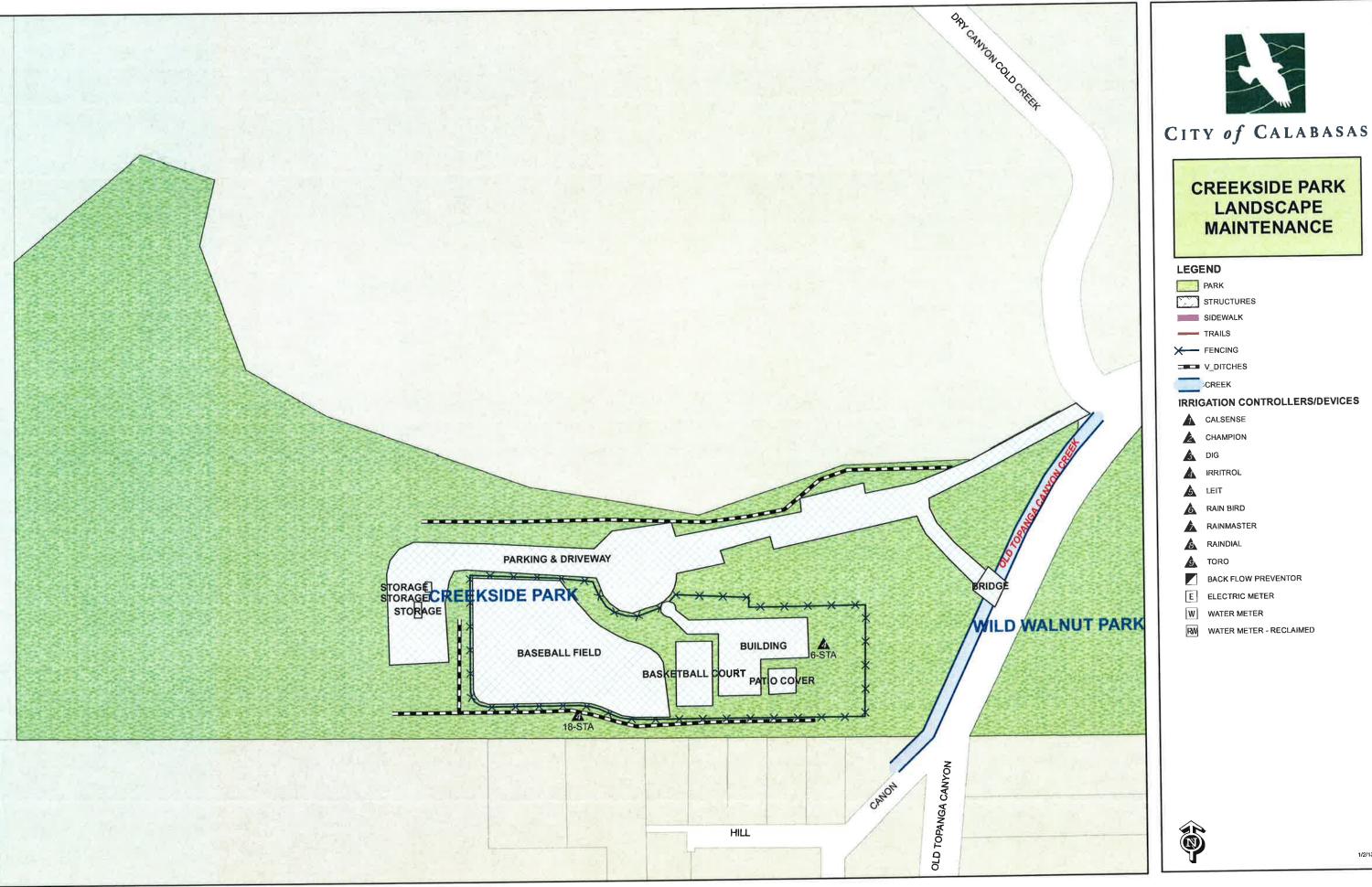




CITY of CALABASAS

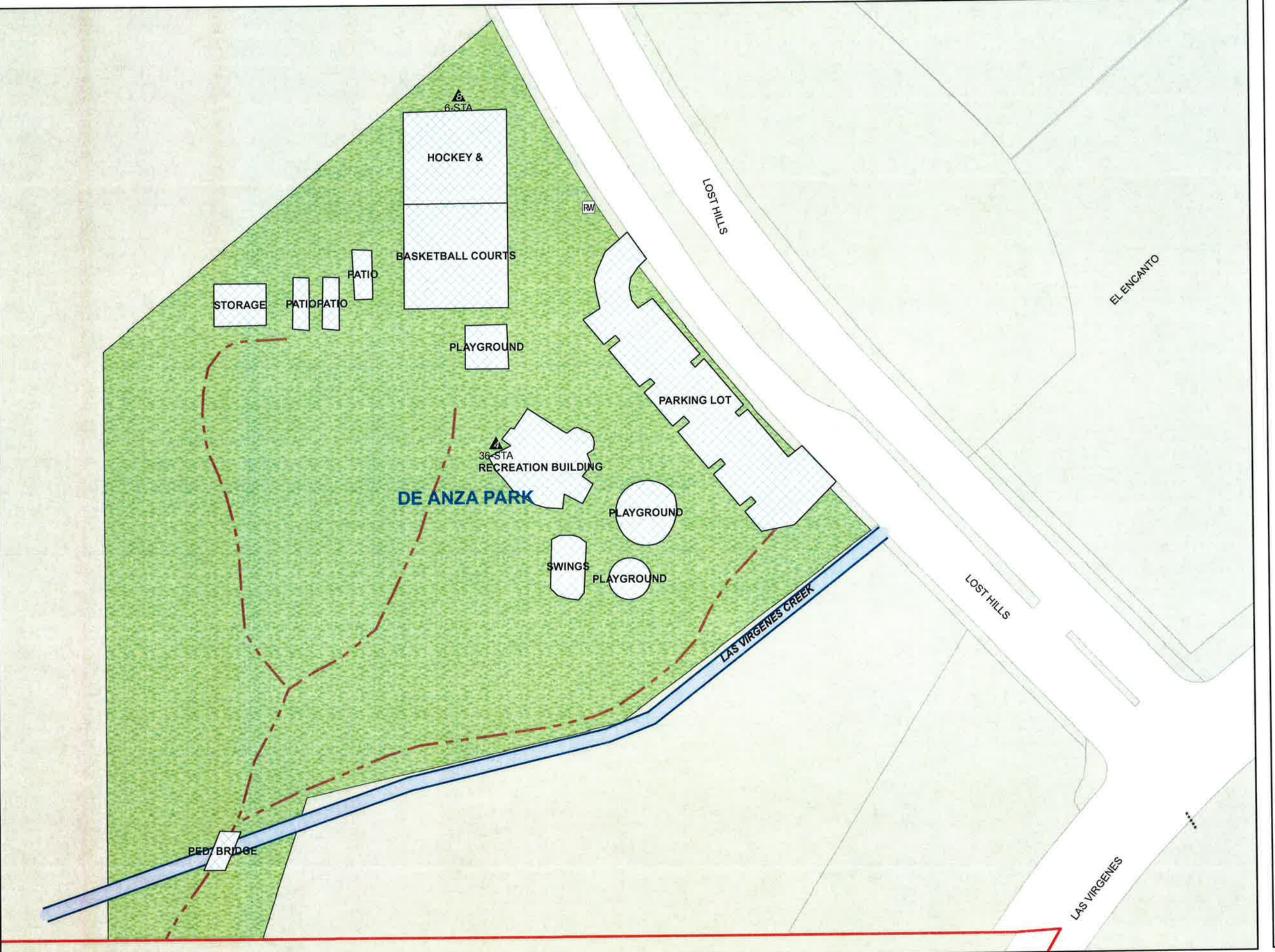
BARK PARK LANDSCAPE MAINTENANCE

IRRIGATION CONTROLLERS/DEVICES



MAINTENANCE

1/2/13





CITY of CALABASAS

DE ANZA PARK LANDSCAPE MAINTENANCE

LEGEND

PARK

STRUCTURES

SIDEWALK

---- TRAILS

FENCING

V_DITCHES

CREEK

IRRIGATION CONTROLLERS/DEVICES

CALSENSE

CHAMPION

🔥 DIG

A IRRITROL

LEIT

A RAIN BIRD

A RAINMASTER

& RAINDIAL

G TORO

BACK FLOW PREVENTOR

E ELECTRIC METER

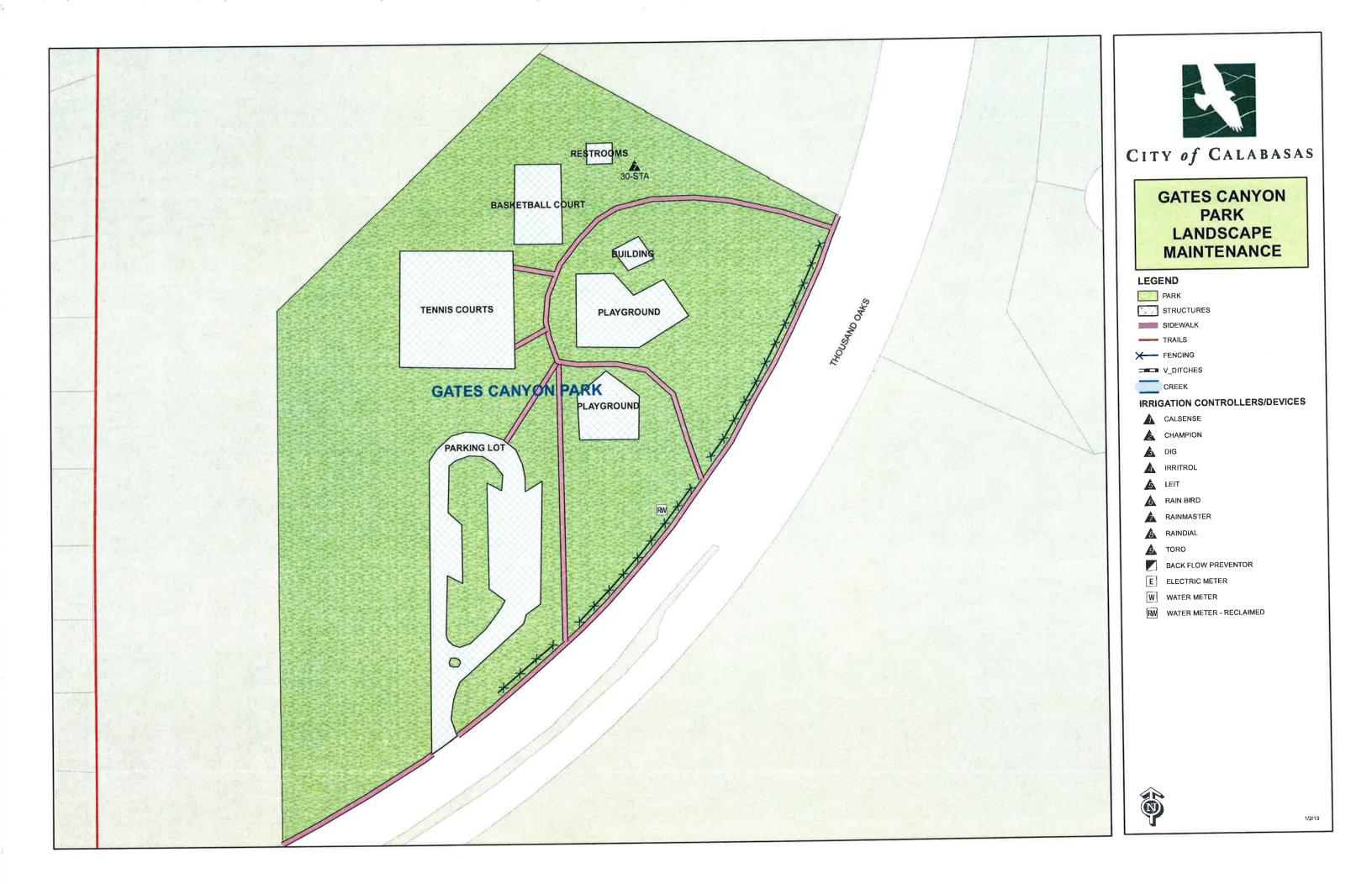
W WATER METER

RM WATER METER - RECLAIMED

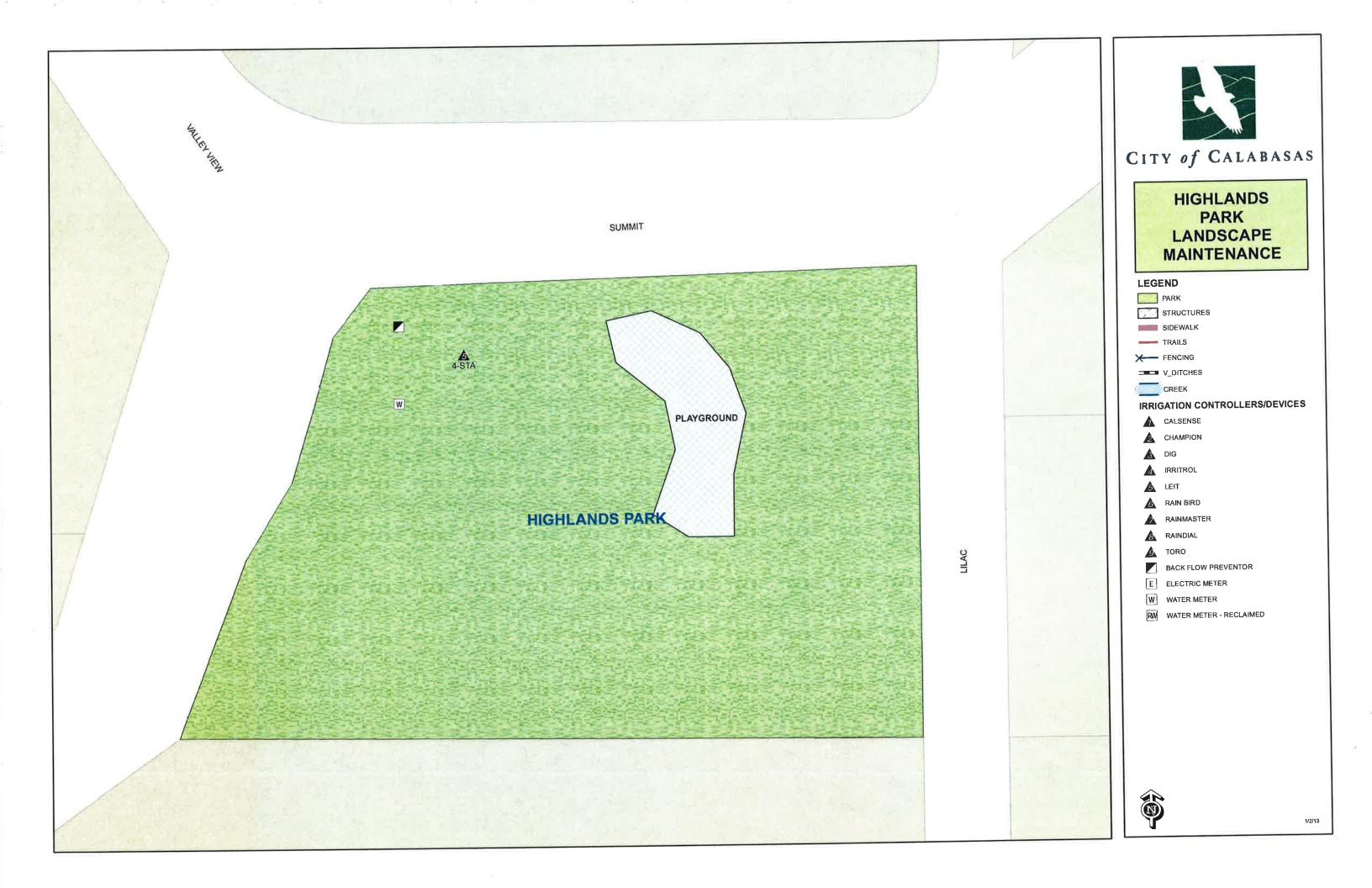


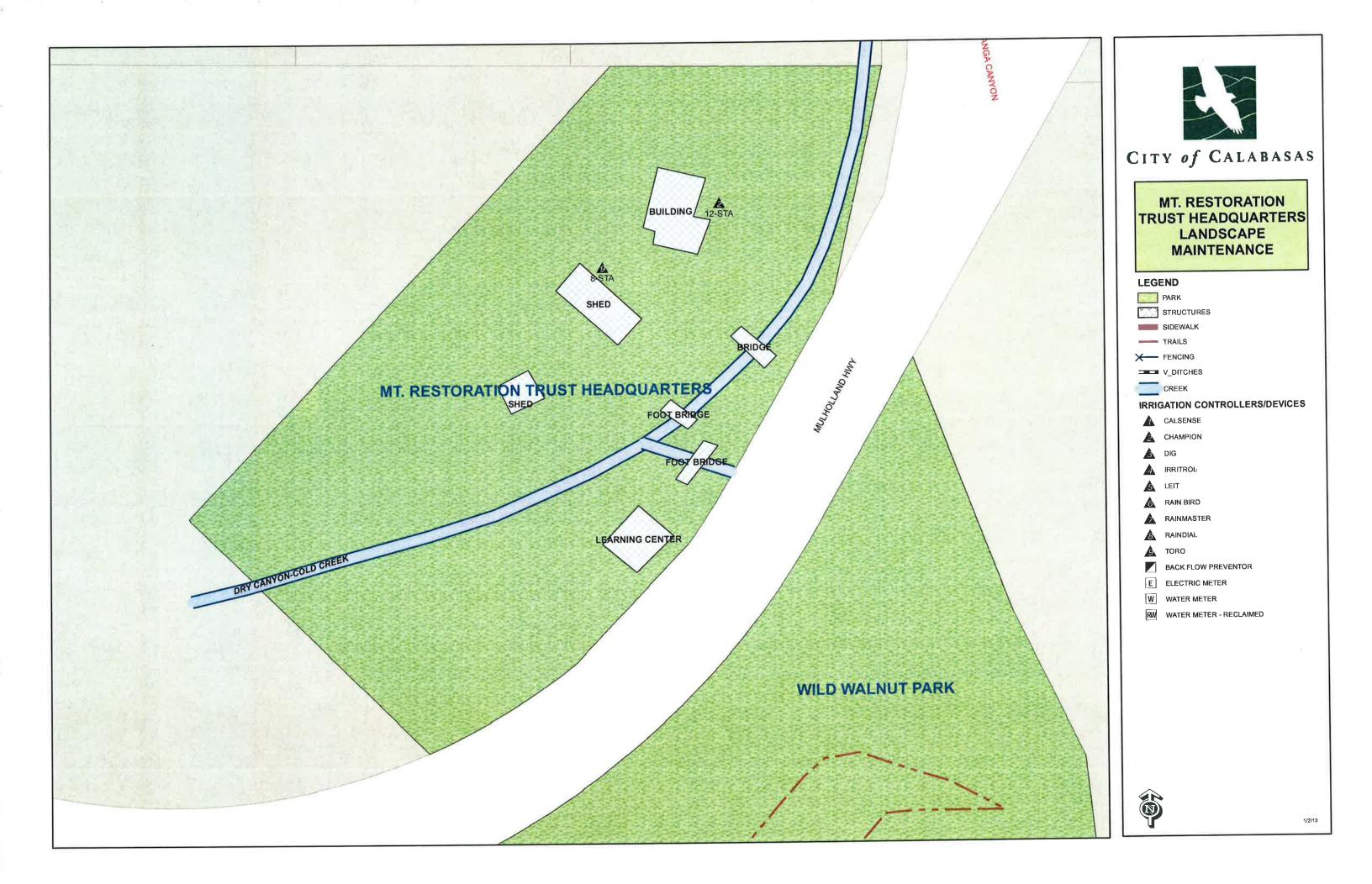
1/2/13

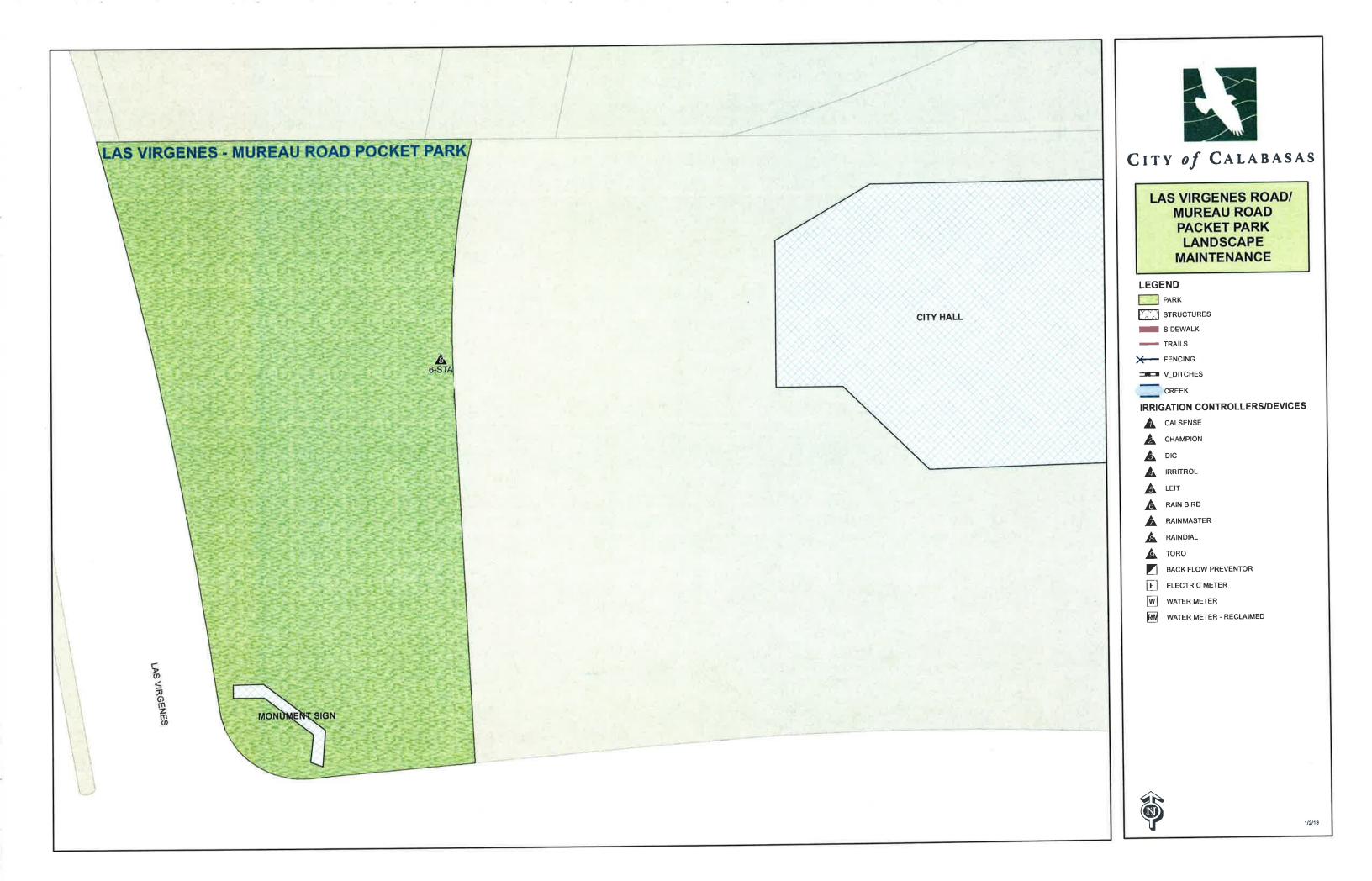


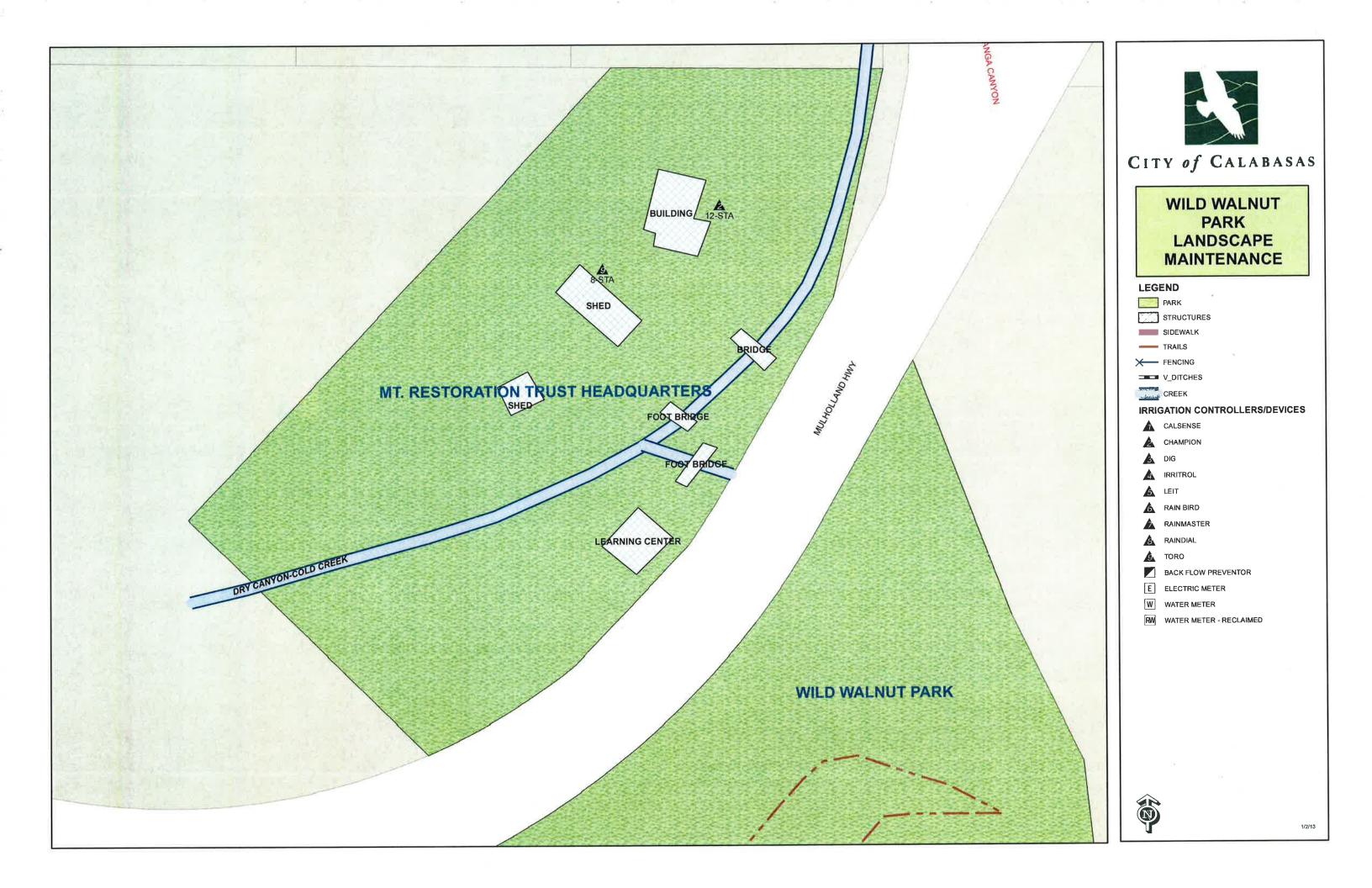


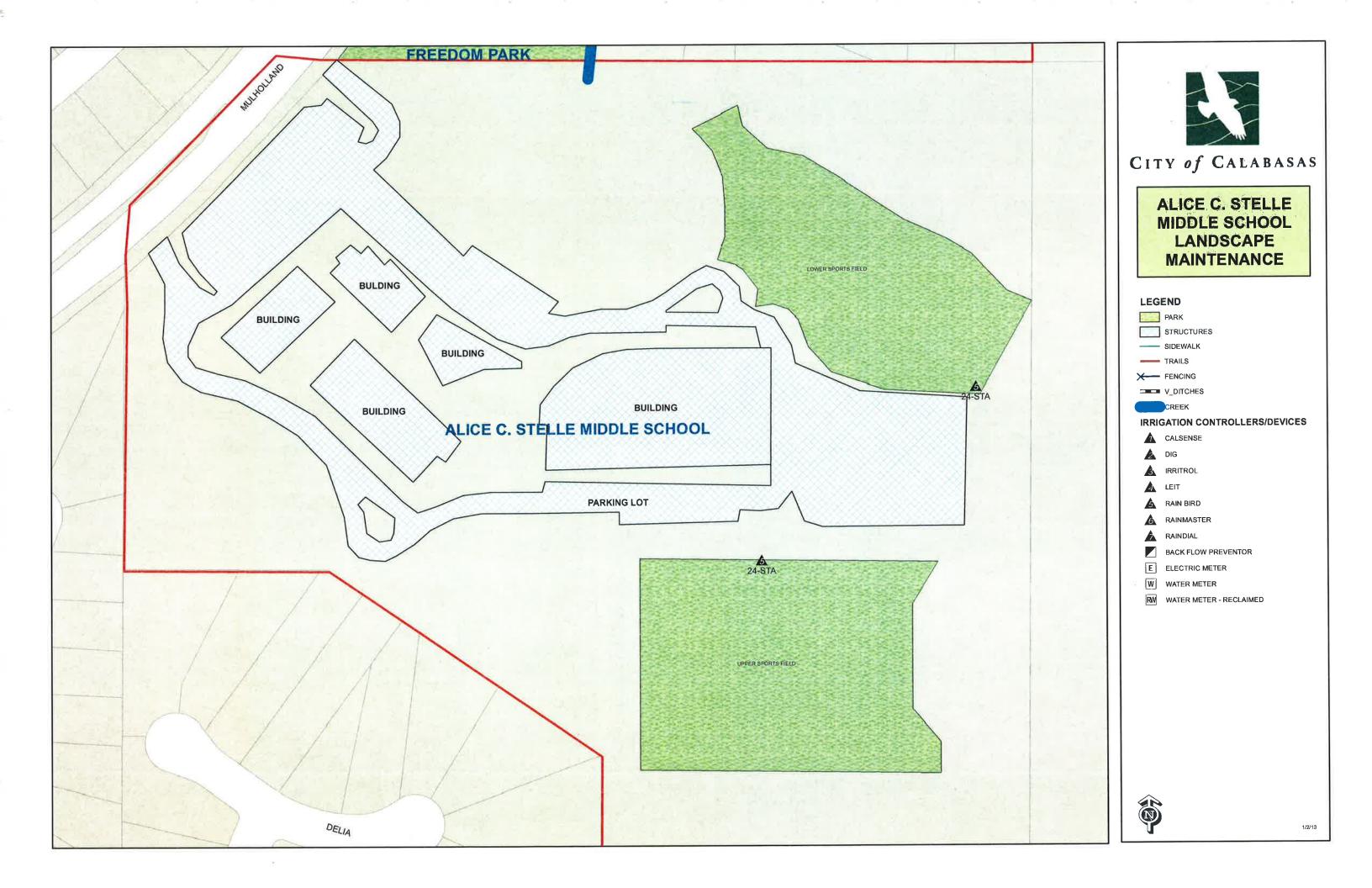


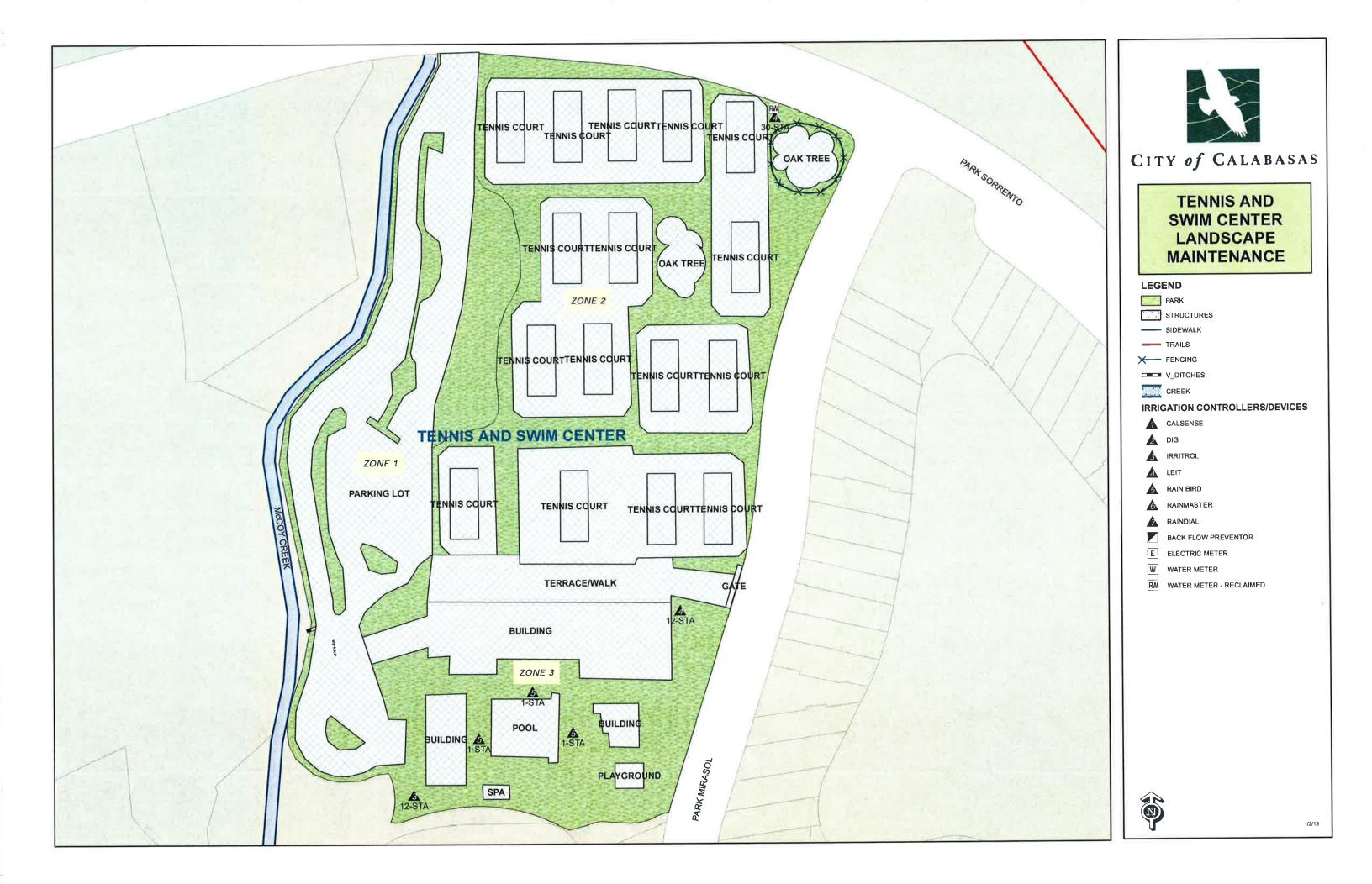












ITEM 6 ATTACHMENT C

Work Area Services, Extra Work & Emergency Services	Costs per Yr./Mo.
 General Maintenance within the City Parks Areas Planting Irrigation Monitoring Hardscape Areas (including Sidewalk/Walkways) Play Areas 	\$15,908.59/mo.****
 Extra Work - Emergency Repairs, Storm Related Repairs and Clean-Up Irrigation (Repairs to main and lateral lines, upgrades, sprinklers and valves) Drainage Repair (V-Ditches) Tree Trimming, Removal and Replacement Planting Repair of walkways Emergency Clean Up Services 	\$66,796.00/year

**** Prices do not reflect projected annual CPI increase ****

ITEM 6 ATTACHMENT D

PROFESSIONAL SERVICES AGREEMENT Providing for Payment of Prevailing Wages (City of Calabasas/Venco Western, Inc.)

1. <u>IDENTIFICATION</u>

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into by and between the City of Calabasas, a California municipal corporation ("City"), and **Venco Western, Inc.**, a **California, Corporation** ("Consultant").

2. <u>RECITALS</u>

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

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

3. <u>DEFINITIONS</u>

- 3.1 "Scope of Services": Such professional services as are set forth in Consultant's proposal to City attached hereto as Exhibit A and incorporated herein by this reference.
- 3.2 "Approved Fee Schedule": Such compensation rates as are set forth in Consultant's fee schedule to City attached hereto and included within Exhibit A and incorporated herein by this reference.
- 3.3 "Commencement Date": **December 13, 2017**.
- 3.4 "Expiration Date": **December 31, 2022**.

4. TERM

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

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5. <u>CONSULTANT'S SERVICES</u>

- 5.1 Consultant shall perform the services identified in the Scope of Services. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement. In no event shall the total compensation and costs payable to Consultant under this Agreement exceed the sum of **One Million Three Hundred Seven Thousand Four Hundred Dollars (\$1,307,400.00)** unless specifically approved in advance and in writing by City.
- 5.2 Consultant shall perform all work to the highest professional standards of Consultant's profession and in a manner reasonably satisfactory to City. Consultant shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 et seq.).
- During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement Date if both (i) such work would require Consultant to abstain from a decision under this Agreement pursuant to a conflict of interest statute and (ii) City has not consented in writing to Consultant's performance of such work.
- 5.4 Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. **Linda Burr** shall be Consultant's project administrator and shall have direct responsibility for management of Consultant's performance under this Agreement. No change shall be made in Consultant's project administrator without City's prior written consent.
- 5.5 To the extent that the Scope of Services involves trenches deeper than 4', Contractor shall promptly, and before the following conditions are disturbed, notify the City, in writing, of any:
 - (1) Material that the contractor believes may be material that is hazardous waste, as defined in § 25117 of the Health and Safety Code, which is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.
 - (2) Subsurface or latent physical conditions at the site differing from

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those indicated by information about the site made available to bidders prior to the deadline for submitting bids.

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

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

6. <u>COMPENSATION</u>

- 6.1 City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept in full satisfaction for such services, payment in accordance with the Approved Fee Schedule.
- 6.2 Consultant shall submit to City an invoice, on a monthly basis or less frequently, for the services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period and the amount due. Within thirty calendar days of receipt of each invoice, City shall pay all undisputed amounts included on the invoice. City shall not withhold applicable taxes or other authorized deductions from payments made to Consultant.
- 6.3 Payments for any services requested by City and not included in the Scope of Services shall be made to Consultant by City on a time-and-materials basis using Consultant's standard fee schedule. Consultant shall be entitled to increase the fees in this fee schedule at such time as it increases its fees for its clients generally; provided, however, in no event shall Consultant be entitled to increase fees for services rendered before the thirtieth day after Consultant notifies City in writing of an increase in that fee schedule. Fees for such additional services shall be paid within sixty days of the date Consultant issues an invoice to City for such services.
- 6.4 This Agreement is further subject to the provisions of Article 1.7 (commencing at Section 20104.50) of Division 2, Part 3 of the Public Contract Code regarding prompt payment of contractors by local governments. Article 1.7 mandates certain procedures for the payment of undisputed and properly submitted payment requests within 30 days after receipt, for the review of payment requests, for notice to the contractor of improper payment requests, and provides for the payment of interest on progress payment requests which are not timely made in

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- accordance with this Article. This Agreement hereby incorporates the provisions of Article 1.7 as though fully set forth herein.
- 6.5 To the extent applicable, at any time during the term of the Agreement, the Consultant may at its own expense, substitute securities equivalent to the amount withheld as retention (or the retained percentage) in accordance with Public Contract Code section 22300. At the request and expense of the consultant, securities equivalent to the amount withheld shall be deposited with the public agency, or with a state or federally chartered bank in this state as the escrow agent, who shall then pay those moneys to the Consultant. Upon satisfactory completion of the contract, the securities shall be returned to the Consultant.

7. OWNERSHIP OF WRITTEN PRODUCTS

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

8. <u>RELATIONSHIP OF PARTIES</u>

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

9. <u>CONFIDENTIALITY</u>

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

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10. <u>INDEMNIFICATION</u>

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

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

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

11. <u>INSURANCE</u>

- During the term of this Agreement, Consultant shall carry, maintain, and keep in full force and effect insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with Consultant's performance of this Agreement. Such insurance shall be of the types and in the amounts as set forth below:
 - 11.1.1 Comprehensive General Liability Insurance with coverage limits of not less than One Million Dollars (\$1,000,000) including products and operations hazard, contractual insurance, broad form property damage, independent consultants, personal injury, underground hazard, and explosion and collapse hazard where applicable.
 - 11.1.2 Automobile Liability Insurance for vehicles used in connection with the performance of this Agreement with minimum limits of One Million Dollars (\$1,000,000) per claimant and One Million dollars (\$1,000,000) per incident.
 - 11.1.3 Worker's Compensation insurance as required by the laws of the State of California, including but not limited to California Labor Code § 1860 and 1861 as follows:

Contractor shall take out and maintain, during the life of this contract, Worker's Compensation Insurance for all of Contractor's employees employed at the site of improvement; and, if any work is sublet, Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees, unless such employees are covered by the protection afforded by Contractor. Contractor and any of Contractor's subcontractors shall be required to provide City with a written statement acknowledging its obligation to

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secure payment of Worker's Compensation Insurance as required by Labor Code § 1861; to wit: 'I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.' If any class of employees engaged in work under this contract at the site of the Project is not protected under any Worker's Compensation law, Contractor shall provide and shall cause each subcontractor to provide adequate insurance for the protection of employees not otherwise protected. Contractor shall indemnify and hold harmless City for any damage resulting from failure of either Contractor or any subcontractor to take out or maintain such insurance.

- 11.2 Consultant shall require each of its subcontractors to maintain insurance coverage that meets all of the requirements of this Agreement.
- 11.3 The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A:VII in the latest edition of Best's Insurance Guide.
- 11.4 Consultant agrees that if it does not keep the aforesaid insurance in full force and effect, City may either (i) immediately terminate this Agreement; or (ii) take out the necessary insurance and pay, at Consultant's expense, the premium thereon.
- 11.5 At all times during the term of this Agreement, Consultant shall maintain on file with City's Risk Manager a certificate or certificates of insurance showing that the aforesaid policies are in effect in the required amounts and naming the City and its officers, employees, agents and volunteers as additional insureds. Consultant shall, prior to commencement of work under this Agreement, file with City's Risk Manager such certificate(s).
- 11.6 Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages.
- 11.7 The General Liability Policy of insurance required by this Agreement shall contain an endorsement naming City and its officers, employees, agents and volunteers as additional insureds. The General Liability Policy required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty days' prior written notice to City. Consultant agrees to require its insurer to modify the certificates of insurance to delete any

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exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

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

12. <u>MUTUAL COOPERATION</u>

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

13. RECORDS AND INSPECTIONS

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

Initials: (City) _____ (Contractor) ____ Page **8** of **47** v. **2.0** (Last Update: 8/31/17)

14. **PERMITS AND APPROVALS**

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

15. **NOTICES**

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

If to Consultant:

Venco Western, Inc.

2400 Eastman Ave.

Oxnard, CA 93030

Telephone: (805)981-2400

Facsimile: (805) 981-2450

Attn: Linda Burr

If to City:

City of Calabasas 100 Civic Center Way Calabasas, CA 91302

Attn: Heather Melton, Landscape Manager

Telephone: (818) 224-1600 Facsimile: (818) 225-7338

With courtesy copy to:

Scott H. Howard, City Attorney Colantuono, Highsmith & Whatley, PC 790 E. Colorado Blvd., Suite 850 Pasadena, CA 91101

Telephone: (213) 542-5700 Facsimile: (213) 542-5710

16. SURVIVING COVENANTS

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

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17. **TERMINATION**

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

18. **GENERAL PROVISIONS**

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

Initials: (City) _____ (Contractor) _____ Page 10 of 47 v. 2.0 (Last Update: 8/31/17)

writing.

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

Initials: (City) _____ (Contractor) _____ Page 11 of 47 v. 2.0 (Last Update: 8/31/17)

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

19. **PREVAILING WAGES**

- 19.1 To the extent that the estimated amount of this Agreement exceeds \$1,000, this Agreement is subject to prevailing wage law, including, but not limited to, the following:
 - 19.1.1 The Consultant shall pay the prevailing wage rates for all work performed under the Agreement. When any craft or classification is omitted from the general prevailing wage determinations, the Consultant shall pay the wage rate of the craft or classification most closely related to the omitted classification. The Consultant shall forfeit as a penalty to City \$50.00 or any greater penalty provided in the Labor Code for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rates for any work done under the Agreement employed in the execution of the work by Consultant or by any subcontractor of Consultant in violation of the provisions of the Labor Code. In addition, the difference between such prevailing wage rates and the amount paid to each worker for each calendar day, or portion thereof, for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the Consultant.
 - 19.1.2 Consultant shall comply with the provisions of Labor Code Section 1777.5 concerning the employment of apprentices on public works projects, and further agrees that Consultant is responsible for compliance with Section 1777.5 by all of its subcontractors.

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- 19.1.3 Pursuant to Labor Code § 1776, Consultant and any subcontractor shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by Consultant in connection with this Agreement. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following: (1) The information contained in the payroll record is true and correct; and (2) The employer has complied with the requirements of Labor Code §§ 1811, and 1815 for any work performed by his or her employees on the public works project. The payroll records enumerated under subdivision (a) shall be certified and shall be available for inspection at all reasonable hours as required by Labor Code § 1776.
- 19.2 To the extent that the estimated amount of this Agreement exceeds \$1,000, this Agreement is further subject to 8-hour work day and wage and hour penalty law, including, but not limited to, Labor Code Sections 1810 and 1813, as well as California nondiscrimination laws, as follows:
 - 19.2.1 Consultant shall strictly adhere to the provisions of the Labor Code regarding the 8-hour day and the 40-hour week, overtime, Saturday, Sunday and holiday work and nondiscrimination on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex or sexual orientation, except as provided in Section 12940 of the Government Code. Pursuant to the provisions of the Labor Code, eight hours' labor shall constitute a legal day's work. Work performed by Consultant's employees in excess of eight hours per day, and 40 hours during any one week, must include compensation for all hours worked in excess of eight hours per day, or 40 hours during any one week, at not less than one and onehalf times the basic rate of pay. Consultant shall forfeit as a penalty to City \$25.00 or any greater penalty set forth in the Labor Code for each worker employed in the execution of the work by Consultant or by any Subcontractor of Consultant, for each calendar day during which such worker is required or permitted to the work more than eight hours in one calendar day or more than 40 hours in any one calendar week in violation of the provisions of the Labor Code.

Page 13 of 47 Initials: (City) _____ (Contractor) ____

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

"City"	"Consultant"
City of Calabasas	Venco Western, Inc.
By: Fred Gaines, Mayor	By:Linda Burr, President
Fred Gaines, Mayor	Linda Burr, President
Date:	Date:
	By: Peter R. Christl, CFO
	Date:
Attest:	
Ву:	_
Maricela Hernandez, MMC City Clerk	
Date:	
Approved as to form:	
By:	_
Scott H. Howard, City Attorney Colantuono, Highsmith & Whatley, PC	
Date:	

EXHIBIT A SCOPE OF WORK & FEE SCHEDULE

IN THE CITY OF CALABASAS, CALIFORNIA

			BARK PARK			
ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICES	ANNUAL FREQUENCY	AMOUNT
GENER	AL MAINTENANCE					
1.	Facility inspection by Contractor's supervisor or account manager, visual/operational.	LS	1	\$ 0	52	\$ O
2.	Walkthrough inspection with City representative.	LS	1	\$ 0	12	\$ 0
3.	Paved sidewalks, walkways and parking area cleanup, sweeping, weed control, and litter removal.	100 SF	167	\$,05451	365	\$ 3397.66
4.	Insect, disease, pest, and rodent control.	LS	1	\$102.00000	*As required.	\$ 102.00
5.	Litter removal, weeding, and mulching.	100 SF	240	\$,06693	52	\$ 835,29
LAWN A	AREAS					
6.	Mowing and edging.	100 SF	114	\$,44736	5/4243	\$2,141.96 \$2651.95
7.	Fertilization.	100 SF	114	\$,79899	12	\$1093.02
8.	Weed control (chemical).	100 SF	114	\$,29079	3	\$ 99.45
9.	Aeration.	100 SF	114	\$,80891	12	\$ 1106.59
10.	Dethatching.	100 SF	114	\$1.61000	1	\$ 183,64
GROUN	DCOVER AND SHRUB AREAS				•	
11.	Inspect, weed, and clean groundcover and shrub beds.	100 SF	38	\$,56368	12	\$ 257.04
-12.	Pruning in natural form.	100 SF	38	\$ 1,97197	2	\$ 149.87
13.	Edging.	LS	1	\$10,71000	12	\$128:52
14.	Fertilization.	100 SF	- 38	\$,79053	4	\$ 120,16
15.	Mulching (top dress).	100 SF	38	\$3.54697	2	\$ 269.57
TREES						
16.	Inspect for damage and/or special needs for safety and health, including photo documentation of potential problem and report immediately.	EA	40	\$ 13388	12	\$ 64,24
17.	Pruning for pedestrian/vehicular clearance.	EA	40	\$,13388	12	\$ 64,26
18.	Maintain tree-watering basins, weeding and mulching.	EA	40	\$.13388	12	\$64.26
19.	Inspect and adjust tree stakes, ties and guys.	EA	40	\$,13388	12	\$ 64,26

Spc12-20

Initials: (City) Contractor) W

IN THE CITY OF CALABASAS, CALIFORNIA

		<u> </u>	BARK PARK ESTIMATED		ANNUAL		
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICES	FREQUENCY	AMOUNT	
20.	Fertilization.	EA	40	\$ ()	3	\$ 0	
IRRIGA	TION SYSTEMS						
21.	Operate, inspect, repair, and adjust/program irrigation systems.	1,000 SF	25	\$,42840	52	\$ 556.93	
22.	Probe for soil water content and adjust irrigation systems to meet seasonal needs.	1,000 SF	25	\$,42840	12	\$ 128.52	
23.	Irrigation system audit.	1,000 SF	25	\$1.30560	2	\$ 65,28	
PARK A	ND RECREATION AMENITIES						
24.	Woodchip dog run area inspection / raking / leveling / screening / replenishing.	100 SF	140	\$,07450	52	\$ 55%.9	
25.	Dog waste removal from turf and woodchips dog run areas.	LS	1	\$5,35501	365	\$1954.5	
26.	Concrete walkway wash down.	SF	250	\$.14600	12	\$ 438,6	
27.	Park bench inspection and cleaning.	EA	11	\$1.09600	52	\$ 626.0	
28.	Trash receptacle inspection, emptying and cleaning.	EA	8	\$1.82769	52	\$ 760.3	
29.	Dog-waste receptacle/doggy dispenser inspection, emptying, cleaning, and baggy replenishing.	EA	3	s 1.87699	52	\$ 285.0	
30.	Chain-link fence with pest barrier, inspection and repair.	LF	. 1,235	\$,00287	52	\$ 184,3	
FOTAL AMOUNT COST BREAKDOWN IN FIGURES \$15,623.48							

TOTAL AMOUNT COST BREAKDOWN IN WORDS JIX + LOW HOU SOME ARE HELINGHES

and Joshy-Seven Conto Fyteen thousand

^{*}For multiplication purposes, treat as (1).

IN THE CITY OF CALABASAS, CALIFORNIA

	CREEKSI	DE PAR	K AND COMM	UNITY CENTER		
ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICES	ANNUAL FREQUENCY	AMOUNT
GENER/	AL MAINTENANCE					
	Facility inspection by					
,	Contractor's supervisor or	LS	1	\$.	52	\$
1.	account manager,	LS	1	1 0 1	32	
	visual/operational.			<u> </u>		U
2	Walkthrough inspection with	LS	1	\$ ()	12	\$ 0
2.	City representative.	LS	1	\$ 0	12	* <i>O</i>
	Paved sidewalks, walkways,					
,	sports court and parking area	100	467	\$	104	\$
3. ,	cleanup, sweeping, weed control,	SF	407	I I	104	l
	and litter removal.			.04586		2227.3
	Litter removal, weeding, and	100	1/0		62	e
4.	mulching.	SF	168	\$, 12750	. 52	\$1113.84
DRAINA	GE FACILITIES					
	Inspect and maintain concrete	100				
5.	"V"-ditches and inlets.	LF	11	\$1.94727	12	\$ 257.04
	Creek area – litter and debris	LI		1		
6.	removal.	LS	1	\$ 21.42	12	\$ 257.16
	removai.			01.10		0 0 110
LAWN A	AREAS					
_	1.	100	192	¢ .	<i>5</i> 242 ⁴ 2	4,283.93
. 7.	Mowing and edging.	SF		\$,56043	P2 4 2	35303°
	77	100	100		4	¢
8.	Fertilization.	SF	182	3,76135	4	\$ 554.24
		100	100		* 4	
9.	Weed control.	SF	182	\$,36429	*As required.	\$ 66.30
		100	100		1118	275.37
10.	Aeration.	SF	182	\$1,5130	2148	\$ 550.7
		100	4.00		4 . 5	, OU
11.	Dethatching.	SF	182	\$ 1.5130	YOLB	\$ 2753
GROUN	DCOVER AND SHRUB AREAS				•	
	Inspect, weed, and clean	100				Τ
10	mspect, weed, and cream		122	1 12	1 /	- ·
12.	groundcover and shrub beds.	SF	132	\$ 108113	12	\$ 128.5
	groundcover and shrub beds.	100		1 (08113		19013
12.	groundcover and shrub beds. Pruning in natural form.		132	\$.08113 \$.3 345 5	2	19013
13.	groundcover and shrub beds. Pruning in natural form.	100 SF	132	\$.32455	2	19013
***	groundcover and shrub beds.	100		\$.32455		19013
13.	groundcover and shrub beds. Pruning in natural form. Edging.	100 SF LS	132	\$.33455 \$ 21.42	2	19013
13.	groundcover and shrub beds. Pruning in natural form.	100 SF LS LS	132	\$.32455	2	19013
13. 14. 15.	groundcover and shrub beds. Pruning in natural form. Edging. Fertilization.	100 SF LS LS	132	\$.32455 \$ 21.42 \$ 135.66	2 12 3	\$ 85,68 \$ 357,09 \$ 406,98
13.	groundcover and shrub beds. Pruning in natural form. Edging.	100 SF LS LS	132	\$.33455 \$ 21.42	2	19013
13. 14. 15.	groundcover and shrub beds. Pruning in natural form. Edging. Fertilization.	100 SF LS LS	132	\$.32455 \$ 21.42 \$ 135.66	2 12 3	\$ 85,68 \$ 357.00 \$ 406,98
13. 14. 15.	groundcover and shrub beds. Pruning in natural form. Edging. Fertilization. Mulching (top dress).	100 SF LS LS	132	\$.32455 \$ 21.42 \$ 135.66	2 12 3	\$ 85,68 \$ 357,09 \$ 406,98
13. 14. 15.	groundcover and shrub beds. Pruning in natural form. Edging. Fertilization. Mulching (top dress).	100 SF LS LS	132	\$.32455 \$ 21.42 \$ 135.66	2 12 3	\$ 85,68 \$ 357,09 \$ 406,98
13. 14. 15. 16. TREES	groundcover and shrub beds. Pruning in natural form. Edging. Fertilization. Mulching (top dress). Inspect for damage and/or special needs for safety and	LS LS 100 SF	132 1 1 132	\$.32455 \$ 21.42 \$ 135.66 \$.64909	2 12 3 2	\$ 85,68 \$ 357.06 \$ 406,98 \$ 171.36
13. 14. 15.	groundcover and shrub beds. Pruning in natural form. Edging. Fertilization. Mulching (top dress). Inspect for damage and/or special needs for safety and health, including photo	100 SF LS LS	132	\$.32455 \$ 21.42 \$ 135.66	2 12 3	\$ 85,68 \$ 357.00 \$ 406,98 \$ 171.36
13. 14. 15. 16. TREES	groundcover and shrub beds. Pruning in natural form. Edging. Fertilization. Mulching (top dress). Inspect for damage and/or special needs for safety and health, including photo documentation of potential	LS LS 100 SF	132 1 1 132	\$.33455 \$ 21.42 \$ 135.66 \$.64909	2 12 3 2	\$ 85,68 \$ 357.00 \$ 406,98 \$ 171.36
13. 14. 15. 16. TREES	groundcover and shrub beds. Pruning in natural form. Edging. Fertilization. Mulching (top dress). Inspect for damage and/or special needs for safety and health, including photo	LS LS 100 SF	132 1 1 132	\$.32455 \$ 21.42 \$ 135.66 \$.64909	2 12 3 2	\$ 85,68 \$ 357,09 \$ 406,98 \$ 171,36

Spc12-20

Initials: (City) Contractor)

IN THE CITY OF CALABASAS, CALIFORNIA

	CREEKSI	DE PAR	K AND COMM	UNITY CENTE	R	
ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICES	ANNUAL Frequency	AMOUNT
19.	Maintain tree-watering basins, weeding and mulching.	EA	48	\$,22313	12	\$ 128.52
20.	Inspect and adjust tree stakes, ties and guys.	EA	48	\$.11156	12	\$ 64.26
21.	Fertilization.	EA	48	\$ 0	3	\$ 0.
22.	Watering.	EA	10	\$,70685	156	\$ 1102.69
PLANTE	ED SLOPES					
23.	Inspect for damage and special needs to maintain health.	100 SF	49	\$,10929	12	\$ 64.26
24.	Pruning.	100 SF	49	\$.65571	2	\$ 64.26
25.	Edging.	LS	1	\$5,35000	12	\$ 64.20
26.	Weed control.	100 SF	49	\$,21857	12	\$ 128,52
27.	Fertilization.	100 SF	49	\$,7712	A 24B	\$ 151.14
28.	Mulching (top dress).	100 SF	49	\$,43714	2	\$ 42.84
IRRIGA	TION SYSTEMS					
29.	Operate, inspect, repair, and adjust/program irrigation systems.	1,000 SF	32	\$1.00400	52	\$ 1670,64
30.	Probe for soil water content and adjust irrigation systems to meet seasonal needs.	1,000 SF	32	\$,33469	12	\$ 128.52
31.	Irrigation system audit.	1,000 SF	32	\$ 2.04	2	\$ 130.56
PARK A	ND RECREATION AMENITIES					
32.	Play area sand surfacing inspection / raking / leveling / screening / replenishing.	SF	5,850	\$,00374	52	\$ 1137,71
33.	D.G. pathways inspection / weeding / raking / leveling / replenishing.	100 SF	37	\$,29635	52	\$ 570.18
34.	Ball field, infield area inspection / weeding / raking / leveling / replenishing.	100 SF	66	\$,24920	52	\$ 855,25
35.	Play area resilient paving inspection and cleaning.	SF	710	\$,01508	52	\$ 556.75
36.	Concrete walkway and sports court cleaning.	100 SF	315	\$,04352	52	\$ 712.84
37.	Picnic table inspection and cleaning.	EA	4	\$ 1.64	52	\$341,12

Spc12-20

IN THE CITY OF CALABASAS, CALIFORNIA

	CREEKSIDE PARK AND COMMUNITY CENTER							
ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICES	ANNUAL FREQUENCY	AMOUNT		
38.	Trash receptacle inspection, emptying and cleaning.	EA	6	\$1.09599	52	\$ 341.95		
39.	Backstop inspection and weeding.	EA	1	\$,21423	52	\$ 11.14		
40.	Chain-link fence with pest barrier inspection and repair.	LF	600	\$ 00571	50	\$ 178.15		
TOTAL.	MOUNT COST BREAKDOWN	IN FIGUR	ES		\$18,583.17	\$ 20229.		

TOTAL AMOUNT COST BREAKDOWN IN WORDS HUEN

_Contractor) (1)

^{*}For multiplication purposes, treat as (1).

IN THE CITY OF CALABASAS, CALIFORNIA

		D	E ANZA PARK		1	
ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICES	ANNUAL FREQUENCY	AMOUNT
GENER	AL MAINTENANCE					
1,	Facility inspection by Contractor's supervisor or account manager, visual / operational.	LS	1	s 0	52	\$ O
2.	Walkthrough inspection with City representative.	LS	1	\$ O	12	\$ O
3,	Paved sidewalks, walkways, sports court and parking area cleanup, sweeping, weed control, and litter removal.	100 SF	713	\$,03/5)	260	\$ 5841.32
4.	Insect, disease, pest, and rodent control.	LS	1	\$ 107.00	*As required.	\$ 107.00
5.	Litter removal, weeding, and mulching.	100 SF	1,619	\$,05551	52	\$4673.28
LAWN	AREAS					
6.	Mowing and edging.	100 SF	1,002	\$,21357	%42LB	\$,487.88 \$ 11127.85
7.	Fertilization.	100 SF	1,002	\$,80041	4	\$ 3208,04
8.	Weed control.	100 SF	1,002	\$,13887	3	\$ 417.29
9.	Aeration.	100 SF	1,002	\$,76886	ZI UB	\$ 1540.80
10.	Dethatching.	100 SF	1,002	\$ 1,20100	XOUB	\$1 203,40
GROUN	DCOVER AND SHRUB AREAS					
11.	Inspect, weed, and clean groundcover and shrub beds.	100 SF	24	\$1.8720	12	\$ 539.14
12.	Pruning in natural form.	100 SF	24	\$ 5.61	2	\$ 269.28
13.	Edging.	LS	1	\$ 22,43	12	\$ 269.14
14.	Fertilization.	100 SF	24	\$,80469	4	\$ 17.25
15.	Replace annual color plants.	100 SF	6	\$ 42.80	4	\$1027.20
16.	Mulching (top dress).	100 SF	24	\$.93625	2	\$ 44.94
TREES						
17.	Inspect for damage and/or special needs for safety and health, including photo documentation of potential problem and report immediately.	EA	178	\$ 117673	12	\$ 269.63
18.	Pruning for pedestrian/vehicular clearance.	EA	178	\$.25247	12	\$ 539.28
19.	Maintain tree-watering basins, weeding, mulching and leveling grates.	EA	178	\$,50494	12	\$ 1078.55

Spc12-20

Initials: (City) Contractor)

IN THE CITY OF CALABASAS, CALIFORNIA

		D	E ANZA PARK			
ITEM NO.	DESCRIPTION	UNIT	estimated Quantity	UNIT PRICES	ANNUAL FREQUENCY	AMOUNT
20.	Inspect and adjust tree stakes, ties and guys.	EA	178	\$,25247	12	\$ 539.28
21.	Fertilization.	EA	178	\$ 0	3	\$ 0
IRRIGA	TION SYSTEMS					
22.	Operate, inspect, repair, and adjust/program irrigation systems.	1,000 SF	104	\$,43 0 11	52	\$ 2336.85
23.	Probe for soil water content and adjust irrigation systems to meet seasonal needs.	1,000 SF	104	\$,21605	12	\$ 269.63
24.	Irrigation system audit.	1,000 SF	104	\$,65846	2	\$136.94
PARK A	ND RECREATION AMENITIES					
25.	Play area sand surfacing inspection / raking / leveling / screening/ replenishing.	SF	600	\$,01917	52	\$ 598.10
26.	Play area wood chip surfacing inspection/racking/leveling/screening/replenishing.	SF	5,850	\$ 100393	52	\$1195.51
27.	D.G. pathways inspection / weeding / raking / leveling / screening/ replenishing.	SF	125	\$,27606	52	\$ 1794.39
28.	Picnic table inspection and cleaning.	EA	40	\$1.68500	52	\$ 3504.80
29.	Trash receptacle inspection, emptying and cleaning.	EA	15	\$1,53300	52	\$ 1195,74
30.	Ball field backstop, home plate inspection and weeding.	EA	1	\$,22471	104	\$ 23,37
31.	Bleacher inspection and cleaning.	EA	1	\$ 17.253	52	\$ 897.16
32.	Bench inspection and cleaning.	EA	22	\$ 1.045	52	\$ 1195.48
33.	Barbeque inspection, cleaning, and ash removal.	EA	3	\$5.751	104	\$ 1794,31
34.	Dog-waste receptacle/doggy dispenser inspection, emptying, cleaning, and baggy replenishing.	EA	3	s 1.917	52	\$ 299.05
35.	Concrete picnic area wash down.	100 SF	38	\$,60539	52	\$1196.25
TOTAL	AMOUNT COST BREAKDOWN I		RES		45,096.52	\$49310.2
TOTAL	AMOUNT COST BREAKDOWN	n wori	RS Forty 1	ince Thou	Sand	
	hundred and ten	1000	1 tooks	- pine con	two contr	y- fue
INDUS	and vinety-six	OBYLL	us are	= jyjyy -7	two cents	<u> </u>

^{*}For multiplication purposes, treat as (1).

Spc12-20
Initials: (City) Contractor)

48

IN THE CITY OF CALABASAS, CALIFORNIA

••	I	F	REEDOM PAR	K '	g 515141 5 *	
ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICES	ANNUAL FREQUENCY	AMOUNT
GENER	AL MAINTENANCE					
	Facility inspection by					
1.	Contractor's supervisor or account manager, visual /	LS	1	\$	52	\$
	account manager, visual / operational.					0
	Walkthrough inspection with				4.5	
2.	City representative.	LS	1	\$ 0	12	\$ <i>O</i>
_	Paved walkways, and tetherball	100				_{\$} 385.58
3.	court cleanup, sweeping, weed	SF	10	\$,74150	189 52 UB	\$ 363.00
	control, and litter removal. Insect, disease, pest, and rodent			1-1-11:00	32 W	-/-/1-/(p 4
4.	control.	LS	1	\$ 107.00	*As required.	\$ 107.00
5.	Litter removal, weeding, and	100	244		50	•
J.	mulching.	SF	244	\$,09209	52	\$ 1168,44
LAWN A	AREAS				4	
6.	Moving and adains	100	33	6	50.10	1,683.9
0.	Mowing and edging.	SF	33	\$ 1.215	\$242	°2084.94
7.	Fertilization.	100	33	\$ 07410	4	\$ 101.00
		SF 100		3.92409		3 191.98
8.	Weed control.	SF	33	\$,48152	3	\$ 47.67
9,	A4*	100	22	, ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	·	72.20
9.	Aeration.	SF	33	3.188	ZIB	* 1414.41
10.	Dethatching.	100 SF	. 33	\$2.1879	10 B	\$ 72.24
GROUN	DCOVER AND SHRUB AREAS	131.		011011		1000
	Inspect, weed, and clean	100				
11.	groundcover and shrub beds.	SF	88	\$,12767	12	\$ 134.82
10		100	00	1	•	101102
12.	Pruning in natural form.	SF	88	\$ 1,532	2	\$ 269.63
13.	Edging.	LS	1	\$ 11.23	12	\$ 1347/2
		100		11025		<u> 75π7φ</u>
14.	Fertilization.	SF	88	\$,80858	4	\$ 284,62
15.	Replace annual color plants.	100	2	6	4	
10.	respiace aminar corei plants.	SF		81.32		\$650,56
16.	Mulching (top dress).	100 SF	132	\$.68091	2	\$ 179,76
TREES				1 110 00 11 1		· · · / / · · · · · · ·
	Inspect for damage and/or		****			
	special needs for safety and					
17.	health, including photo	EA	35	\$	12	\$
	documentation of potential			.16050		67/11
	problem and report immediately. Pruning for pedestrian/vehicular			1140 30		67.41
18.	clearance.	EA	35	\$.16050	12	\$ 67.41
19.	Maintain tree-watering basins,	E 4	25			
13.	weeding, and mulching.	EA	35	\$,16050	52	\$292.11

Spc12-20

Initials: (City) Contractor)

IN THE CITY OF CALABASAS, CALIFORNIA

FREEDOM PARK										
TEM ND.	DESCRIPTION	UNIT	ESTIMATED Quantity	UNIT PRICES	ANNUAL FREQUENCY	AMOUNT				
20.	Inspect and adjust tree stakes, ties and guys.	EA	35	\$,15407	12	\$ 64.71				
21.	Fertilization.	EA	35	\$ O	3	\$ 0				
PLANTI	ED SLOPES									
22.	Inspect for damage and special needs to maintain health.	100 SF	66	\$,08511	12	\$67.41				
23.	Pruning in natural form.	100 SF	66	\$1.361	2	\$ 179.65				
24.	Edging.	LS	66	\$, 17071	12	\$ 134.81				
25.	Weed control.	100 SF	66	\$,51068	12	\$ 404,46				
26.	Fertilization.	100 SF	. 66	\$1.54000	3	\$ 304.92				
27.	Mulching (top dress).	100 SF	66	\$,531/1	6	\$210.32				
IRRIGA	TION SYSTEMS									
28.	Operate, inspect, repair, and adjust/program irrigation systems.	1,000 SF	19	\$,29565	194 LB 52	\$ 292.19				
29.	Probe for soil water content and adjust irrigation systems to meet seasonal needs.	1,000 SF	19	\$ 159130	12	\$ 134.82				
30.	Irrigation system audit.	1,000 SF	19	\$1.8021	2.	\$ 68.48				
PARK A	AND RECREATION AMENITIES	5	2							
31.	Play area sand surfacing inspection / raking / leveling / screening / replenishing.	SF	900	\$,01278	52	\$598.10				
32.	D.G. pathways inspection / weeding / raking / leveling / replenishing.	SF	3,890	\$,00991	52	\$1195,4				
33.	Play area resilient paving inspection and cleaning.	SF	210	\$,02675	104	\$ 584.22				
34.	Picnic table inspection and cleaning.	EA	1	\$ 5.62	52	\$ 292,24				
35.	Trash receptacle inspection, emptying and cleaning.	EA	2	\$ 1.84	52	\$ 191.36				
36.	Bench inspection and cleaning.	EA	. 3	\$5,52	52	\$ 861.17				
37.	Dog-waste receptacle/doggy dispenser inspection, emptying, cleaning, and baggy replenishing.	EA	2	\$,57510	52	\$ 59.81				

Initials: (City) Contractor) W

IN THE CITY OF CALABASAS, CALIFORNIA

	FREEDOM PARK								
ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICES	ANNUAL FREQUENCY	AMOUNT			
38.	Railroad tie steps inspection and sweeping.	LS	1	\$ 5.61	52	\$291.72			
TOTAL A	AMOUNT COST BREAKDOWN I	N FIGUI	RES	\$1	1,603.66 W	\$12826.70			

TOTAL AMOUNT COST BREAKDOWN IN WORDS Twelve Thousand eight 88 Kennedral Gents Elwen Thousand Dix hundred the dollars and Dix Ly-Six-Cents U

*For multiplication purposes, treat as (1).

Spc12-20

nitials: (City) Contractor)

IN THE CITY OF CALABASAS, CALIFORNIA

		GAT	ES CANYON PA	ARK		
ITEM NO.	DESCRIPTION	UNIT	ESTIMATED Quantity	UNIT PRICES	ANNUAL FREQUENCY	AMOUNT
GENER	AL MAINTENANCE					
1.	Facility inspection by Contractor's supervisor or account manager, visual / operational.	LS	1	* O	52	s O
2.	Walkthrough inspection with City representative.	LS	1	\$ O	12	\$ ()
3.	Paved sidewalks, walkways, sports court, and parking area cleanup, sweeping, weed control, and litter removal.	100 SF	822	\$ 102605	260	\$ 5567.41
4.	Insect, disease, pest, and rodent control.	LS	1	\$ 107.00	*As required.	\$ 107.00
5.	Litter removal, weeding, and mulching.	100 SF	1,303	\$.04109	52	\$2784.09
LAWN A	AREAS					
6.	Mowing and edging.	100 SF	182	\$ 2.119	8 42	\$20054.20
7.	Fertilization.	100 SF	182	\$7,92701	4	\$ 5770.86
8.	Weed control.	100 SF	182	\$ 1.092	3	\$596.23
9.	Aeration.	100 SF	182	\$ 6.554	Z14B	\$ 1,142.83 \$ 2385.668
10.	Dethatching.	100 SF	182	\$ 6:557	10 UB	\$ 1193.37
GROUN	DCOVER AND SHRUB AREAS					25
11.	Inspect, weed, and clean groundcover and shrub beds.	100 SF	35	\$,459	12	\$ 192,78
12.	Pruning in natural form.	100 SF	35	\$ 1,224	2	\$ 85.68
13.	Edging.	LS	1	\$ 10.71	12	\$ 128.52
14.	Fertilization.	100 SF	35	\$.81457	4	\$ 114.04
15.	Replace annual color plants.	100 SF	1	\$ 238.59	4	\$ 954.36
16.	Mulching (top dress).	100 SF	35	\$,61200	2	\$ 42.84
TREES						
17.	Inspect for damage and/or special needs for safety and health, including photo documentation of potential problem and report immediately.	EA	98	s .109.28	12	s 128,51
18.	Pruning for pedestrian/vehicular clearance.	EA	98	\$,21857	12	\$ 257.04
19.	Maintain tree-watering basins, weeding and mulching, leveling,	EA	98	\$.43714	· 12	\$ 514.08

Spc12-20

Initials: (City) Contractor) W

IN THE CITY OF CALABASAS, CALIFORNIA

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICES	ANNUAL FREQUENCY	AMOUNT
	and level grates.					
20.	Inspect and adjust tree stakes, ties and guys.	EA	98	\$, 10928	12	\$ 128,51
21.	Fertilization.	EA	98	\$,0724	70 B	\$ 21.21
22.	Watering.	EA	33	\$.64909	156	\$ 3341.5
IRRIGA	TION SYSTEMS			·		
23.	Operate, inspect, repair, and adjust/program irrigation systems.	1,000 SF	32	\$ 1.004	52	\$1670.66
24.	Probe for soil water content and adjust irrigation systems to meet seasonal needs.	1,000 SF	32	\$ 166938	12	\$ 257.04
25.	Irrigation system audit.	1,000 SF	32	\$ 1.53	2	\$ 97.92
PARK A	ND RECREATION AMENITIES					
26.	Play area sand surfacing inspection / weeding / raking / leveling / screening / replenishing.	SF	400	\$ 102741	52	\$ 570,13
27.	D.G. pathways at interactive play area inspection / raking / leveling / replenishing.	SF	1,500	\$,00731	52	\$ 570.18
28.	Picnic table inspection and cleaning.	EA	15	\$ 2,924	52	\$2280,72
29.	Trash receptacle inspection, emptying and cleaning.	EA	18	\$,91375	52.	\$ 855,27
30.	Two-rail fence/handrail inspection and cleaning.	LF	1,030	\$ O	52	\$ 0
31.	Bench inspection and cleaning.	EA	14	\$ 1.07100	52	\$ 779.69
32.	Dog-waste receptacle/doggy dispenser inspection, emptying, cleaning, and baggy replenishing.	EA	4	\$ 1.37000	52	\$ J84.94
TOTAL.	AMOUNT COST BREAKDOWN I	N FIGUR	ES	\$45	,470.51 B	\$ 5173/16
			Coar	sea the	4 1 1 1 1 1	•
TOTAL.	AMOUNT COST BREAKDOWN I	N WUKL	12 Table	^· 11 A -	- 1	

*For multiplication purposes, treat as (1).

thousand four hundred

Spc12-20

als: (City) Contractor)

IN THE CITY OF CALABASAS, CALIFORNIA

	T	GRA	PE ARBOR PA	<u>KK</u>	A 61611 4 A I	
ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICES	ANNUAL Frequency	AMOUNT
GENER	AL MAINTENANCE			•		
1.	Facility inspection by Contractor's supervisor or account manager, visual / operational.	LS	1	\$ O	52	\$ O
2.	Walkthrough inspection with City representative.	LS	1	\$ 0	12	\$ O
3.	Paved sidewalks, walkways, sports court, and parking area cleanup, sweeping, weed control, and litter removal.	100 SF	139	\$ 112124	260	\$ 4381.01
4.	Insect, disease, pest, and rodent control.	LS	1	\$ 107.00	*As required.	\$ 107.00
5.	Litter removal, weeding, and mulching.	100 SF	168	\$.04413	52	\$ 385.52
DRAIN <i>A</i>	GE FACILITIES					
6.	Inspect and maintain concrete "V"-ditches and inlets.	100 LF	3	\$1.8719	12	\$67.39
LAWN A	AREAS					
7.	Mowing and edging.	100 SF	983	\$.14327	×42	\$ 8346.7
8.	Mowing and edging ball field infield with reel type mower.	100 SF	36	\$.18576	52	\$ 347.74
9.	Fertilization.	100 SF	1,019	\$.77808	4	\$3171.45
10.	Weed control.	100 SF	1,019	\$.04825	3	\$208,64
11.	Aeration.	100 SF	1,019	\$.56701	21 VB	\$ 1465.67
12.	Dethatching.	100 SF	1,019	\$,56702	xo y	\$ 577.7
GROUN	DCOVER AND SHRUB AREAS			<u> </u>		
13.	Inspect, weed, and clean groundcover and shrub beds.	100 SF	46	\$ 1.465	12	\$ 808.68
14.	Pruning in natural form.	100 SF	46	\$ 1.465	2	\$ 134.78
15.	Edging.	LS	1	\$ 22.47	12	\$269.64
16.	Fertilization.	100 SF	46	\$ 180136	4	\$ 147.45
17.	Replace annual color plants.	100 SF	4	\$ 156.22	4	\$2499.52
18.	Mulching (top dress).	100 SF	46	\$,97696	2	\$ 89.88

Spc12-20

Initials: (City) Contractor) U

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IN THE CITY OF CALABASAS, CALIFORNIA

	GRAPE ARBOR PARK									
ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICES	ANNUAL FREQUENCY	AMOUNT				
TREES										
19.	Inspect for damage and/or special needs for safety and health, including photo documentation of potential problem and report immediately.	EA	70	s ,08035	12	\$ 67.41				
20.	Pruning for pedestrian/vehicular clearance.	EA	70	\$,08025	12	\$ 67.41				
21.	Maintain tree-watering basins, weeding, and mulching.	EA	70	\$ 108035	12	\$ 67.41				
22.	Inspect and adjust tree stakes, ties and guys.	EA	70	\$.08075	12	\$ 67.41				
23.	Fertilization.	EA	70	\$ O	3	\$ O				
PLANTI	ED SLOPES		•							
24.	Inspect for damage and special needs to maintain health.	100 SF	53	\$,10599	12	\$67.41				
25.	Pruning in natural form.	100 SF	53	\$ 1.695	2	\$ 179.67				
26.	Edging.	LS	1	\$ 22.47	12	\$ 269.64				
27.	Weed control	100 SF	53	\$,42394	12	\$ 269,64				
28.	Fertilization.	100 SF	53	\$ 1.917	4	\$406.40				
29.	Mulching (top dress).	100 SF	53	\$ 1.27	6	\$403.86				
IRRIGA	TION SYSTEMS									
30.	Operate, inspect, repair, and adjust/program irrigation systems.	1,000 SF	112	\$.11 <i>63</i> 6	52	\$677.68				
31.	Probe for soil water content and adjust irrigation systems to meet seasonal needs.	1,000 SF	112	\$,10031	12	\$ 134.82				
32.	Irrigation system audit.	1,000 SF	112	\$,61125	2	\$ 136.92				
PARK A	ND RECREATION AMENITIES	ı								
33.	Play area woodchip surfacing inspection / raking / leveling / screening / replenishing.	SF	6,825	\$,00252	52	\$894.35				
34.	Brick dust base lines at ball field area inspection / weeding / raking / leveling / replenishing.	SF	600	\$,03834	52	\$ 1196,21				
35.	Play area resilient paving inspection and cleaning.	SF	355	\$,01582	52	\$292.04				
36.	Concrete picnic area wash down.	100 SF	12	\$ 1.917	26	\$ 598,10				
37.	Picnic table inspection and cleaning.	EA	15	\$ 1.533	52	\$ 1195,7				

Spc12-20

, Initials: (City) Contractor)

IN THE CITY OF CALABASAS, CALIFORNIA

		GRA	APE ARBOR PA	RK					
ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICES	ANNUAL FREQUENCY	AMOUNT			
38.	Trash receptacle inspection, emptying and cleaning.	ĘΑ	14	\$ 1.15	52	\$837.20			
39.	Bench inspection and cleaning.	EA	1	\$ 1.84	52	\$ 95.68			
40.	Volleyball court sand surfacing inspection / raking / leveling / screening / replenishing.	SF	2,900	\$,00396	52	\$ 597.17			
41.	Ball field backstop and home plate inspection and weeding.	EA	1	\$,22462	52	\$ 11.68			
42.	Dog-waste receptacle/doggy dispenser inspection, emptying, cleaning, and baggy replenishing.	EA	3	\$1,917	52	\$ 299.05			
TOTAL 2	TOTAL AMOUNT COST BREAKDOWN IN FIGURES \$28,770.76								

TOTAL AMOUNT COST BREAKDOWN IN FIGURES

*For multiplication purposes, treat as (1).

Spc12-20

IN THE CITY OF CALABASAS, CALIFORNIA

		Ш	GHLANDS PAR	K		
ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICES	ANNUAL FREQUENCY	AMOUNT
GENER	AL MAINTENANCE					
1.	Facility inspection by Contractor's supervisor or account manager, visual / operational.	LS	1	s O	52	\$ O
2.	Walkthrough inspection with City representative.	LS	1	s ()	12	s 0
3.	Paved walkway area cleanup, sweeping, weed control, and litter removal.	100 SF	14	\$.80950	52	\$ 584.22
4.	Insect, disease, pest, and rodent control.	LS	1	\$ 107.00	*As required.	\$ 107.00
5.	Litter removal, weeding, and mulching.	100 SF	40	\$,28087	52	\$ 584,21
GROUN	DCOVER AND SHRUB AREAS					
6.	Inspect, weed, and clean groundcover and shrub beds.	100 SF	8	\$,92688	12	s 88.98
7.	Pruning.	100 SF	8	\$ 2.80813	2 .	\$ 44,93
8.	Edging.	LS	1	\$7.415	12	s 88,98
9.	Fertilization.	100 SF	8	\$,86938	4	\$ 27.82
10.	Mulching (top dress).	100 SF	. 8	\$ 1.40375	2	\$ 22.46
TREES						
11.	Inspect for damage and/or special needs for safety and health, including photo documentation of potential problem and report immediately.	EA	3	\$.75	12	\$ 27.00
12.	Pruning for pedestrian/vehicular clearance.	EA	3	\$,37444	12	s 13.48
13.	Maintain tree-watering basins, weeding, and mulching.	EA	3	\$1,19833	12	s 43.14
14.	Inspect and adjust tree stakes, ties and guys.	EA	3	\$,3744	12	\$ 13,48
15.	Fertilization.	EA	3	s ()	4	s ()
PLANTI	ED SLOPES					
16.	Inspect for damage and special needs to maintain health.	100 SF	21	s .2675	12	\$67.41
1 7 .	Pruning in natural form.	100 SF	21	\$ 1.405	2	\$67.41
18.	Edging.	LS	1	\$ 5.6175	12	\$67.41
19.	Weed control.	100 SF	21	\$ 1533	12	\$ 134.82
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ADDENDUM NO. 1

Spc12-20

Initials: (City) R Contractor)

IN THE CITY OF CALABASAS, CALIFORNIA

HIGHLANDS PARK									
ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICES	ANNUAL FREQUENCY	AMOUNT			
20.	Fertilization.	100 SF	21	\$,79488	4	\$ 66.77			
21.	Mulching (top dress).	100 SF	21	\$ 1.405	6	\$ 202,23			
IRRIGA'	TION SYSTEMS								
22.	Operate, inspect, repair, and adjust/program irrigation systems.	100 SF	29	\$,1937	52	\$ 292.10			
23.	Probe for soil water content and adjust irrigation systems to meet seasonal needs.	100 SF	29	s, 19371	12	\$ 67.41			
24.	Irrigation system audit.	100 SF	29	\$ 1.18	2 ***	\$ 68.44			
PARK A	ND RECREATION AMENITIES								
25.	Play area sand surfacing inspection / raking / leveling / screening / replenishing.	SF	750	\$,00764	52	\$ 298,74			
26.	Play area resilient paving inspection and cleaning.	SF	160	\$,02246	52	\$ 184.8			
27.	Concrete walkway wash down.	100 SF	1,360	\$,00845	52	\$ 597,5			
28.	Picnic table inspection and cleaning.	EA	2	\$ 3.68	52	\$ 382,72			
29.	Trash receptacle inspection, emptying and cleaning.	EA	1	\$ 1.15	52	\$ 59,80			
30.	Bench inspection and cleaning.	EA	1	\$ 1.84	52	\$ 95,68			
TOTAL A	AMOUNT COST BREAKDOWN II	N FIGUE	RES			\$4301.09			
TOTAL A	AMOUNT COST BREAKDOWN II	N WORI	s Four	thousa	nd three	<u> </u>			

^{*}For multiplication purposes, treat as (1).

Spc12-20 Initials: (City) Contractor)

IN THE CITY OF CALABASAS, CALIFORNIA

	MUREAU ROAD	AND I		ROAD POCKE		
ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICES	ANNUAL FREQUENCY	AMOUNT
GENERA	AL MAINTENANCE					
1.	Facility inspection by Contractor's supervisor or account manager, visual / operational.	LS	1	\$ O	52	\$ ()
2.	Walkthrough inspection with City representative.	LS	1	\$ O	12	\$ O
3.	Paved sidewalk cleanup, sweeping, weed control, and litter removal.	100 SF	24	\$,23406	104	\$ 584.21
4.	Insect, disease, pest, and rodent control.	LS	1	\$ 107.00	*As required.	\$ 107.00
5.	Litter removal, weeding, and mulching.	100 SF	121	\$.18570	52	\$ 1168,42
LAWN A	AREAS					
6.	Mowing and edging.	100 SF	86	\$.15552	^{5/2} 42 UB	\$695,49
7.	Fertilization.	100 SF	. 86	\$,59279	4	\$ 203,92
8.	Weed control.	100 SF	86	\$,40437	3	\$104.33
9.	Aeration.	100 SF	86	\$,83982	21 B	\$ 144.42
10.	Dethatching.	100 SF	86	\$,83988	Your	\$ 72.73
GROUN	DCOVER AND SHRUB AREAS					í
11.	Inspect, weed, and clean groundcover and shrub beds.	100 SF	44	\$,25534	12	\$ 134.82
12.	Pruning in natural form.	100 SF	44	\$ 1.53	2	\$ 134.64
13.	Edging.	LS	1	\$ 11.23	12	\$ 134.76
14.	Replace annual color planting.	100 SF	6	\$ 51.36	4	\$ 1232.6
15.	Fertilization.	100 SF	44	\$,80857	4	\$ 142.31
16.	Mulching (top dress).	100 SF	44	\$,51068	2	\$ 44,94
TREES				7		
17.	Inspect for damage and/or special needs for safety and health, including photo documentation of potential problem and report immediately.	EA	47	\$ 41952	12	\$ 67.41
18.	Pruning for pedestrian/vehicular clearance.	EA	47	\$.11952	12	\$67.41

Spc12-20

Initials: (City) Contractor)

IN THE CITY OF CALABASAS, CALIFORNIA

	MUREAU ROAI	l	ESTIMATED		ANNUAL	1
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICES	FREQUENCY	AMOUNT
19.	Maintain tree-watering basins, weeding and mulching and level grates.	EA	47	\$,111952	12	\$67.41
20.	Inspect and adjust tree stakes, ties and guys.	EA	47	\$,111952	12	\$ 67.41
21.	Fertilization.	EA	47	\$ 0	3	\$ 0
22.	Street tree watering.	EA	4	\$ 1.404	156	\$ 876.10
IRRIGA	TION SYSTEMS					
23.	Operate, inspect, repair, and adjust/program irrigation systems.	1,000 SF	13	\$,20741	52	\$ 140,21
24.	Probe for soil water content and adjust irrigation systems to meet seasonal needs.	1,000 SF	13	\$,20743	12	\$ 32,36
25.	Irrigation system audit.	1,000 SF	13	\$ 2.48	2	\$ 64.48
PARK A	ND RECREATION AMENITIES			<u> </u>		
26.	Picnic table inspection and cleaning.	EA	1	\$ 3.68	- 52	\$ 191.36
27.	Trash receptacle inspection, emptying and cleaning.	EA	1	\$ 1.15	52	\$ 59.80
28.	Dog-waste receptacle/doggy dispenser inspection, emptying, cleaning, and baggy replenishing.	EA	1	s 1,15	52	s 59,80

TOTAL AMOUNT COST BREAKDOWN IN FIGURES

TOTAL AMOUNT COST BREAKDOWN IN WORDS Six Housand five hundred

Directe souln and hinet - one cents Six Thousand. Three hundred reneteers doctors and seventy cents

*For multiplication purposes, treat as (1).

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Spc12-20

nitials: (City) Contractor)

IN THE CITY OF CALABASAS, CALIFORNIA

ITEM NO	DECODITION		D WALNUT PA ESTIMATED	1	ANNUAL	
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICES	FREQUENCY	AMOUNT
GENER.	AL MAINTENANCE		÷			
1.	Facility inspection by Contractor's supervisor or account manager, visual / operational.	LS	1	\$ 0	52	\$
2.	Walkthrough inspection with City representative.	LS	1	\$ ()	12	\$ 0
3.	Park trails cleanup, leveling, weed control, and litter removal.	LF	2,900	\$.0171	52	\$2578.6
4.	Insect, disease, pest, and rodent control.	LS	1	\$ 107.00	*As required.	\$ 107.00
5.	Litter and brush removal, weeding, and mulching.	100 SF	128	\$. 16734	52	\$ 1113.87
TREES						
6.	Inspect for damage and/or special needs for safety and health, including photo documentation of potential problem and report immediately.	EA	4	\$ 1,33875	12	\$ 64.26
7.	Pruning for pedestrian/vehicular clearance.	EA	4	\$1.33875	12	\$ 64,26
8.	Maintain tree-watering basins, weeding, and mulching.	EA	1	\$5,355	12	\$ 64.24
9.	Inspect and adjust tree stakes, ties and guys.	EA	1	\$5,355	12	\$ 64,26
10.	Fertilization.	EA	1	\$16.57667	3	\$ 49,73
11.	Watering (seedling trees).	LS	1	\$5,355	52	\$ 278.40
PARK A	ND RECREATION AMENITIES					
12.	Picnic table inspection and cleaning.	EA	5	\$ 1.92308	52	\$ 500,00
13.	Trash receptacle inspection, emptying and cleaning.	EA	6	\$,96154	52	\$ 300,0
14.	Bench inspection and cleaning.	EA	5	\$.16923	52	\$200,00
TOTAL A	AMOUNT COST BREAKDOWN II	N FIGUR	RES			\$5384.7
TOTAL A	AMOUNT COST BREAKDOWN IN	v wori	s five 4	housan	of three	hunde

*For multiplication purposes, treat as (1).



Spc12-20

Initials: (City) Contractor) U

IN THE CITY OF CALABASAS, CALIFORNIA

	ALICE C. ST	ELLE N	IIDDLE SCHOO	L SPORTS FIE		
ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICES	ANNUAL Frequency	AMOUNT
GENER	AL MAINTENANCE					
1.	Facility inspection by Contractor's supervisor or account manager, visual / operational.	LS	1	\$ O	104	\$
2.	Walkthrough inspection with City representative.	LS	1	\$ 0	12	\$ 0
3.	Insect, disease, pest, and rodent presence inspection and reporting.	LS	1	\$ 107.00	*As required.	\$ 107.00
LAWN A	REAS					
4.	Mowing and edging.	100 SF	1,840	\$:20353	5×46	\$ 17,226.78 \$ 19173.79
5.	Fertilization.	100 SF	1,840	\$.80000	8	\$ 11776.00
6.	Weed control.	100 SF	1,840	\$,07559	3	\$ 417.26
7.	Aeration.	100 SF	1,840	\$,52334	4	\$3851.93
8.	Dethatching.	100 SF	1,840	\$,52334	1	\$ 962,98
TREES						
9.	Inspect for damage and/or special needs for safety and health, including photo documentation of potential problem and report immediately.	EA	17	\$, 64088	12	\$ 134,82
10.	Pruning for pedestrian/vehicular clearance.	EA	17	\$,64088	2	\$ 22,47
11.	Maintain tree-watering basins, weeding, and mulching.	EA	17	\$ 166088	4	\$ 44.94
12.	Inspect and adjust tree stakes, ties and guys.	EA	17	\$,33039	12	\$ 67.40
13.	Fertilization.	EA	17	\$ 0	1	\$ 0

Spc12-20 Initials: (City)

IN THE CITY OF CALABASAS, CALIFORNIA

	ALICE C. ST	ELLE M	IDDLE SCHO	OL SPORTS FIE	LDS	
ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICES	ANNUAL FREQUENCY	AMOUNT
IRRIGA	TION SYSTEMS					
14.	Operate, inspect, repair, and adjust/program irrigation systems.	1,000 SF	184	\$.10211	52	\$ 1168,35
15.	Probe for soil water content and adjust irrigation systems to meet seasonal needs.	1,000 SF	184	\$,12211	12	\$ 269.63
16.	Irrigation system audit.	1,000 SF	184	\$, 55824	6	\$ 616.32

TOTAL AMOUNT COST BREAKDOWN IN WORDS Thust bight thousand Think hundred twelve the six four cents

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and eighty-six cents UB

*For multiplication purposes, treat as (1).

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Spc12-20

Initials: (City) ____Contractor) _____

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IN THE CITY OF CALABASAS, CALIFORNIA

TEM NO.	DESCRIPTION	UNIT	RATION TRUS' ESTIMATED QUANTITY	UNIT PRICES	ANNUAL FREQUENCY	AMOUNT
GENER	AL MAINTENANCE					
1.	Facility inspection by Contractor's supervisor or account manager, visual / operational.	LS	1	\$ 0	52	\$ 0
2.	Walkthrough inspection with City representative.	LS	1	\$ 0	12	\$ ()
3.	Paved driveway cleanup, sweeping, weed control, and litter removal.	100 SF	24	\$,46812	52	\$ 584,21
4.	Insect, disease, pest, and rodent presence inspection and reporting.	LS	1	\$ 107.00	*As required.	\$ 107.00
5.	Litter removal and weeding.	100 SF	200	\$,11234	52	\$1168.34
6.	Mulch replenishment.	100 SF	200	\$,449	3	\$ 269,40
GROUN	DCOVER AND SHRUB AREAS					
7.	Inspect, weed, and clean groundcover and shrub beds.	100 SF	35	\$,642	12	\$ 269.64
8.	Pruning in natural form.	100 SF	35	\$,642	2	\$ 44.94
9.	Edging.	LS	1	\$ 11.23	12	\$ 134.76
10.	Fertilization.	100 SF	35	\$ 1.489	2	\$ 118.23
11.	Mulching (top dress).	100 SF	35	\$,321	#3 us	\$ 33.77
IRRIGA'	TION					ৰ
12.	Operate, inspect, repair, and adjust/program irrigation systems.	100 SF	35	\$,32-1	52	\$ 584.72
13.	Probe for soil water content and adjust irrigation systems to meet seasonal needs.	100 SF	35	\$,321	12	\$ 134.82
14.	Irrigation system audit.	1,0 SF	35	\$,92114	2	\$ 64.48
TOTAL A	AMOUNT COST BREAKDOWN I	I FIGUR	tes U	Bhree \$3	3,513.75 vs	\$3507.51
TOTAL	AMOUNT COST BREAKDOWN IN	WORE	os Three	thous	an) fio	e R

*For multiplication purposes, treat as (1).

Initials: (City) ____Contractor)______

Spc12-20

IN THE CITY OF CALABASAS, CALIFORNIA

· · · · · · · · · · · · · · · · · · ·		TENNIS	AND SWIM CE	ENTER		
ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICES	ANNUAL FREQUENCY	AMOUNT
GENER/	AL MAINTENANCE		-			
1.	Facility inspection by Contractor's supervisor or account manager, visual / operational.	LS	1	\$ O	52	\$ O
2.	Walkthrough inspection with City representative.	LS	1	\$ 0	12	\$ O
3.	Paved sidewalk, walkway areas, picnic areas, pool area and parking area cleanup, sweeping, weed control, and litter removal.	100 SF	857	\$. 02621	104	\$ <i>23</i> 36.04
4.	Insect, disease, pest, and rodent control.	LS	1	\$ 107.00	*As required.	\$ 107.00
5.	Litter removal, weeding, and mulching.	100 SF	375	\$.08568	52	\$1670.76
DRAINA	AGE FACILITIES					
6.	Inspect and maintain concrete "V"-ditches and inlets.	LF	10	\$,56175	12	\$ 67.41
LAWN A	AREAS					
7.	Mowing and edging.	100 SF	415	\$.49156	52-42 42	\$ 10607.86
8.	Fertilization.	100 SF	415	\$.75885	4	\$ 1259.69
9.	Weed control.	100 SF	415	\$,31951	3	\$ 397.79
10.	Aeration.	100 SF	415	\$ 1.769	10 B	\$ 1468.27
11.	Dethatching.	100 SF	415	\$ 1.77	XO UB	\$ 73455
FLOWE	RS, GROUNDCOVER, AND SHI	RUB AR	EAS			
12.	Inspect, weed, and clean groundcover and shrub beds.	100 SF	315	\$.68	12	\$ 2570.40
13.	Pruning in natural form.	100 SF	. 315	\$ 1.36	2	\$ 854.80
14.	Edging.	LS	1	\$ 42.84	12	\$ 514.08
15.	Fertilization.	100 SF	315	\$.7998	4	\$ 1007.75
16.	Replace annual color plants.	100 SF	30	\$ 158.87	4	\$ 19064.40
17.	Mulching (top dress).	100 SF	315	\$,54400	2	\$ 342.72

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InItials: (City) Contractor)

IN THE CITY OF CALABASAS, CALIFORNIA

		TENNIS	AND SWIM CI	ENTER		
ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICES	ANNUAL FREQUENCY	AMOUNT
TREES						
18.	Inspect for damage and/or special needs for safety and health, including photo documentation of potential problem and report immediately.	EA	176	\$.06085	12	\$ 128,52
19.	Pruning for pedestrian/vehicular clearance.	EA	176	\$.12170	12	\$ 257.03
20.	Maintain tree-watering basins, weeding, mulching.	EA	176	\$. 12170	12	\$ 257.03
21.	Inspect and adjust tree stakes, ties and guys.	EA	176	\$106085	12	\$ 128,52
22.	Fertilization.	EA	176	\$ O	4	\$ <i>O</i>
PLANTI	ED SLOPES (INTERIOR)			•		
23.	Inspect for damage and special needs to maintain health.	100 SF	80	\$,13388	12	\$ 128.52
24.	Pruning in natural form.	100 SF	80	\$1.07100	2	\$ 171.36
25.	Edging.	LS	1	\$ 21.42	12	\$ 257.04
26.	Weed control.	100 SF	80	\$ 1.071	12	\$ 1028.14
27.	Fertilization.	100 SF	80	\$.76244	4	\$ 243.98
28.	Mulching (top dress).	100 SF	80	\$,26775	84 cB	\$4.68 G
IRRIGA	TION SYSTEMS					00
29.	Operate, inspect, repair, and adjust/program irrigation systems.	1,000 SF	84	\$,255	52	\$ 1113,84
30.	Probe for soil water content and adjust irrigation systems to meet seasonal needs.	1,000 SF	84	\$,1275	12	\$ 128.52
31.	Irrigation system audit.	1,000 SF	84	\$,77714	2	\$ 130,56
PARK A	AND RECREATION AMENITIES	3				-
32.	Play area sand surfacing inspection / raking / leveling / screening/ replenishing.	SF	1,010	\$.0106	52	\$ 554.71
33.	Play area resilient paving inspection and cleaning.	SF	70	\$,01529	52	\$ 55.66

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Initials: (City) Contractor)

IN THE CITY OF CALABASAS, CALIFORNIA

		TENNIS	S AND SWIM CI	ENTER		
ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICES	ANNUAL FREQUENCY	AMOUNT
34.	Dog-waste receptacle/doggy dispenser inspection, emptying, cleaning, and baggy replenishing.	EA	2	\$ 1.75404	52	\$ 182.42
TOTAL AMOUNT COST BREAKDOWN IN FIGURES \$43,659.11 10 \$4701.91						
TOTAL A	AMQUNT COST BREAKDOWN I	n wori	os Forti	Deven \	housan	78
Him	hundhar man	An	1 - 12 12 -	ALC C	port.	•

*For multiplication purposes, treat as (1).

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Spc12-20

Initials: (City) Contractor)

IN THE CITY OF CALABASAS, CALIFORNIA

COST BREAKDOWN TOTAL

COST BREAKDOWN TITLE	COST BREAKDOWN TOTAL
BARK PARK	\$ 16,133.47 15,623.48 LB
CREEKSIDE PARK AND COMMUNITY CENTER	\$ 20,229.47 18,583.17 UB
DE ANZA PARK	\$ 49210.29 BB
FREEDOM PARK	\$ 12,826.70 RB
GATES CANYON PARK	\$ 51.734.50 45,470.51 B
GRAPE ARBOR PARK	\$ 31,531.27 28,770,76 US
HIGHLANDS PARK	s 4,301.09 28.
MUREAU ROAD AND LAS VIRGENES ROAD POCKET PARK	\$ 6,59791 UBE
WILD WALNUT PARK	\$ 5,384.73
ALICE C. STELLE MIDDLE SCHOOL SPORTS FIELD	\$ 38912.84 36.165.86 UB
MOUNTAIN RESTORATION TRUST HEADQUARTERS	\$ 3.502.51 +3.513:75 B
TENNIS AND SWIM CENTER	\$ 47901.91 UB
	88 ·

Spc12-20

Initials: (City) Contractor)

IN THE CITY OF CALABASAS, CALIFORNIA

TOTAL AMOUNT OF ALL TWELVE COST 8 288 266.69 264, 992.34 48
TOTAL AMOUNT OF ALL TWELVE COST BREAKDOWNS IN WORDS:
Two hundred light - light thousand two
hundres six and sixty- nine cents
tollars Twohundred sixty-four
Thousand Rine hundred and ninety-fundalians and thirty-for Note: The total combined cost of the twelve Cost Breakdowns will be considered the base bid for this contract.
NAME OF LANDSCAPE MAINTENANCE FIRM:
· Venco western Inc.
CONTRACTOR'S LICENSE NUMBER: C-27 S6229S
AUTHORIZED SIGNATURE:
TITLE: President
DATE:

Spc12-20
Initials: (City) Contractor)

IN THE CITY OF CALABASAS, CALIFORNIA

UNIT PRICE LIST THE FOLLOWING PRICES ARE HEREBY MADE A PART OF THIS AGREEMENT Unit Prices for Additional Work

Item No.	Description			Unit Price	Unit
1.	Misc. irrigation system repair parts @ cost plus	15	%		
2.	Landscape Irrigation Technician: Hourly Rate:			\$ 45.00	EA
3.	Pop-up sprinkler / replace	4"	(a)	\$ 16.00	EA
		6"	<u>@</u>	\$ 22.00	EA
·····		12"	@	\$ 26.00	EA
4.	Pop-up gear drive sprinkler / replace	4"	(a)	\$ 64.00	EA
		6"	(a)	\$ 76.00	EA
		12"	(a)	\$ 85.00	EA
5.	Fixed shrub sprinkler / replace	4"	@	\$ 17.58	EA
	•	6"	(a)	\$ 20.76	EA
		12"	(a)	\$ 25.49	EA
6.	Fixed shrub gear driven sprinkler / replace	4"	(a)	\$ 63.00	EA
		6"	(a)	\$ 75.00	EA
		12"	l @	\$ 84.00	EA
7.	Automatic sprinkler valve / replace	3/4"	(a)	\$ 114.61	EA
		1"	(a)	\$ 141.47	EA
		1½"	a a	\$ 207.86	EA
		2"	(a)	\$ 253.69	EA
8.	1-gal. shrub/perennial install		a a	\$ 19.00	EA
9.	2-gal. shrub/perennial install		@	\$ 35,00	EA
10.	5-gal. shrub/perennial install		(a)	\$ 42.00	EA
11.	5-gal tree in place (stakes incl.)		(a)	\$ 45.00	EA
12.	15 gal. Tree in place (stakes incl.)		<u> </u>	\$ 146.00	EA
13.	24" box tree in place (stakes incl.)		(a)	\$ 357.00	EA
14.	36" box tree in place (stakes, incl.)		(a)	\$ 790.00	EA
15.	48" box tree in place (stakes, incl.)		(a)	\$ 1,595.00	EA
16.	Hand watering of tree well		(a)	\$ 17.00	EA
17.	Flat of ground cover install		<u>@</u>	\$ 34.00	EA
18.	4" pot annual color	-	(a)	\$ 38.00	EA
19.	Planter bed mulch in place		@	\$ 52.00	/Cubic Yard
20.	Turf renovation (incl. de-thatch, over seed, top dress)		@	\$ 200.00	/1,000 Sq. Ft.
21.	Turf aeration		(a)	\$ 63.00	/1,000 Sq. Ft.
22.	Additional labor		(a)	\$ 28.00	/Manhour
23.	Additional supervisor		@	\$ 50.00	/Manhour
24.	Additional mowing		(a)	\$ 0.67	/100 Sq. Ft.
25.	· · · · · · · · · · · · · · · · · · ·		a a	\$ 1.38	SF
26.	Seed installation		@	\$ 0.18	SF
27.	Fertilization (shrub bed & turf)		(a)	\$ 477.00	AS/Acre
28.	Soil test and analysis		(a)	\$ 200.00	Unit
29.	Plant tissue analysis		@	\$ 69.00	Unit
30.	Plant pathology test		(a)	\$ 89.00	Unit
31.	Backflow prevention device inspection	Ì	@	\$ 160.00	Unit
32.	Pesticide application on trees for disease control	Ì	(a)	\$130.00	EA
33.	Landscape Design Services		@	\$ 95.00	Hour
34.	Submit disease/pest control records to county agricultural commissioner		@	\$ 85.00	Per occurrence
	Insect, disease and rodent control	ļ	(a)	\$385.00	10,000 Sq. Ft.

Note: All Contractor's are required to complete the Unit Price List as part of the RFQ submittal.

Spc12-20

_Contractor)

Professional Services Agreement Providing for Payment of Prevailing Wages City of Calabasas//Venco Western, Inc.

NON-COLLUSION AFFIDAVIT

State of California)	
) ss. County of Los Angeles)	
behalf of, any undisclosed person, partnership, company genuine and not collusive or sham; that the bidder has no to put in a false or sham bid, and has not directly or indi- bidder or anyone else to put in a sham bid, or that anyon manner, directly or indirectly, sought by agreement, con of the bidder or any other bidder, or to fix any overhead, other bidder, or to secure any advantage against the publiproposed contract; that all statements contained in the bid	ing bid, that the bid is not made in the interest of, or on y, association, organization, or corporation; that the bid is ot directly or indirectly induced or solicited any other bidder rectly colluded, conspired, connived, or agreed with any ne shall refrain from bidding; that the bidder has not in any munication, or conference with anyone to fix the bid price, profit, or cost element of the bid price, or of that of any lic body awarding the contract of anyone interested in the id are true; and, further, that the bidder has not, directly or wn thereof, or the contents thereof, or divulged information e to any corporation, partnership, company association,
	Signature of Bidder
Business Address	<u> </u>
Place of Residence	
Subscribed and sworn to before me this day of	, 20
Notary Public in and for the County of State of California.	
My Commission Expires, 20	

Professional Services Agreement Providing for Payment of Prevailing Wages City of Calabasas//Venco Western, Inc.

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:			
		(Contra	ector)
	Ву:	(Signat	ure)
		(Title)	
		Attest:	
		Ву:	(Signature)
			(Title)





CITY COUNCIL AGENDA REPORT

DATE: NOVEMBER 27, 2017

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: DR. GARY J. LYSIK, CHIEF FINANCIAL OFFICER

SUBJECT: ADOPTION OF RESOLUTION NO. 2017-1571, RESCINDING

RESOLUTION NO. 2017-1538 AND REESTABLISHING THE AMOUNT AND PROCEDURE FOR HEALTH BENEFIT REIMBURSEMENT FOR

MANAGEMENT RETIREES.

MEETING DECEMBER 13, 2017

DATE:

SUMMARY RECOMMENDATION:

Staff recommends that Council adopts Resolution No. 2017-1571, rescinding Resolution No. 2017-1538 and reestablishing the amount and procedure for health benefit reimbursement for management retirees.

BACKGROUND:

On January 25, 2017, City Council approved Resolution No. 2017-1538 which established the amount and procedure for health benefit reimbursement for management employees. It clarified who the recipients of the benefit were, how the amount of the benefit was established, and when the benefit would be paid out.

DISCUSSION:

Resolution No. 2017-1538 made it clear that to receive this benefit, it was no longer necessary to:

- 1. Be a minimum age of 55; or
- 2. Concurrently retire from both the City and from PERS.

Resolution No. 2017-1538 failed however to detail what would happen in the event that a Management Retiree works for another PERS agency while still working for the City of Calabasas, and then ceases to work for the City of Calabasas before retiring from PERS. To clarify Council's intent for handling such a situation, Resolution No. 2017-1571 modifies Section 2 to read as follows:

Section 2. Eligibility to receive medical insurance premium payments after retiring from PERS.

A Management Retiree is eligible to receive medical insurance premium payments if he/she:

- a. Has been employed by the City for a minimum of five (5) years; and
- b. Retires from the PERS System with the City of Calabasas being the Management Retiree's last place of PERS employment; or
- C. Retires from the PERS System at another PERS agency ("the Second PERS Agency") if he/she was simultaneously employed by the City and the Second PERS Agency.

FISCAL IMPACT / SOURCE OF FUNDING:

The fiscal impact of this action is not immediately known, as the number of Management Retirees which will fit into this category is not available. However, the current cost for providing health benefit reimbursements for a Management Retiree is \$691.94 per month for "Employee & 1 Dependent", or \$345.97 per month for "Employee Only".

This benefit is currently, and will remain an expense of the General Fund.

REQUESTED ACTION:

Adopt Resolution No. 2017-1571, rescinding Resolution No. 2017-1538 and reestablishing the amount and procedure for health benefit reimbursement for management retirees.

ATTACHMENTS:

A. Resolution No. 2017-1571

ITEM 7 ATTACHMENT A RESOLUTION NO. 2017-1571

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CALABASAS, CALIFORNIA, RESCINDING RESOLUTION NO. 2017-1538 AND ESTABLISHING THE AMOUNT AND PROCEDURE FOR HEALTH BENEFIT REIMBURSEMENT FOR MANAGEMENT RETIREES.

WHEREAS, the City desires to pay medical insurance premiums for Management Retirees who meet certain eligibility requirements.

NOW THEREFORE, effective December 13, 2017, Resolution 2017-1538 is rescinded and amended as follows:

Section 1. Definitions.

- a. City. The City of Calabasas.
- b. <u>Dependent</u>. The term used synonymously with the Internal Revenue Service's (IRS's) definition of a "spouse" or a "permanently and totally disabled" person. Proper legal documentation verifying a legal marriage, or a permanent and total disability, is required. Recognition of a "dependent" is determined at the time the Management Retiree ends employment with the City.
- c. <u>Management Retiree</u>. An individual who held one of the following job classifications and who is no longer working for the City:
 - i) City Councilmember;
 - ii) City Manager;
 - iii) Chief Financial Officer;
 - iv) Community Development Director;
 - v) Community Services Director;
 - vi) Media, Library, and Information Services Director; and
 - vii) Public Works Director.
- d. PERS. Public Employees Retirement System.

Section 2. Eligibility to receive medical insurance premium payments after retiring from PERS.

A Management Retiree is eligible to receive medical insurance premium payments if he/she:

- a. Has been employed by the City for a minimum of five (5) years; and
- b. Retires from the PERS System with the City of Calabasas being the Management Retiree's last place of PERS employment; or

c. Retires from the PERS System at another PERS agency ("the Second PERS Agency") if he/she was simultaneously employed by the City and the Second PERS Agency.

Section 3. Provision for Medical Insurance Premium Payments after Retiring from PERS.

The City shall provide payment to the eligible Management Retiree in an amount equal to the "Supplement/Managed Medicare Monthly Rate (M)" listed under "Employee & 1 Dependent" for the "PERS Choice Medical Supplement" coverage identified on the rate sheet entitled: *Monthly Premiums for Contracting Agencies, Los Angeles Area Region* provided by PERS.

In the event that the Management Retiree dies, the qualifying dependent, if one exists, shall receive a reduced medical insurance premium payment in an amount equal to the "Supplement/Managed Medicare Monthly Rate (M)" listed under "Employee Only" for the "PERS Choice Medical Supplement" coverage identified on the rate sheet entitled: *Monthly Premiums for Contracting Agencies, Los Angeles Area Region* provided by PERS until the time of his/her death, or until he/she marries. This "Dependent Benefit" shall pertain to Management Retirees who retire after January 25, 2017, the approval date of Resolution 2017-1538.

As these rates are adjusted by PERS, likewise will the payment amount to the Management Retiree or his/her qualifying dependent be adjusted so that the amount paid and the cost identified by PERS are identical.

The benefit payment will be made by the City directly to the Management Retiree or his/her qualifying Dependent on at least a quarterly basis. Neither concurrent retirement from PERS and the City, nor a minimum age requirement is necessary to receive this benefit, however Medical Insurance Premium Payments will begin only after retirement from PERS has occurred, under the conditions specified above in Section 2.

Section 4. Conflict with Other Documents.

Should any provision herein conflict with any applicable memorandum of understanding or employment agreement, the provisions of those other documents shall prevail. All other and former retirement health benefits contrary to, or inconsistent with any provisions hereof are amended to conform herewith.

Section 5. 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 13th day of December, 2017.

	Fred Gaines, Mayor	
ATTEST:		
Maricela Hernandez, MMC City Clerk		
	APPROVED AS TO FORM:	
	Scott H. Howard, City Attorney Colantuono, Highsmith & Whatley, PC	





CITY of CALABASAS

CITY COUNCIL AGENDA REPORT

DATE: DECEMBER 5, 2017

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: SCOTT H. HOWARD, CITY ATTORNEY

COLANTUONO, HIGHSMITH & WHATLEY, PC

SUBJECT: ADOPTION OF RESOLUTION NO. 2017-1572, REAUTHORIZING THE

PUBLIC, EDUCATIONAL, AND GOVERNMENT (PEG) FEE ON STATE

CABLE FRANCHISEES OPERATING WITHIN THE CITY

MEETING

DATE: DECEMBER 13, 2017

SUMMARY RECOMMENDATION:

That the City Council adopt the attached resolution reauthorizing the City's PEG fee imposed by Section 5.14.010 of the Calabasas Municipal Code.

BACKGROUND:

Under the Digital Infrastructure Video and Competition Act of 2006 ("DIVCA"), one of the City's existing franchise agreements with cable operator Charter Communications remains in effect until its expiration on December 31, 2017. Under the City's Municipal Code, the City's incumbent cable operators and all state franchisees operating in the City are required to divide responsibility for collecting the PEG fees required in the local franchise agreement. After expiration of the last City-granted franchise, CMC Section 5.14.010(C) requires that all state franchise holders continue to collect PEG fees in the amount of two percent (2%) of gross revenues. However, DIVCA requires that that local PEG fee ordinances, like Section 5.14.010(C) must be reauthorized each time a state franchise expires.

DISCUSSION/ANALYSIS:

Charter Communications California operates within the City under a statewide cable services franchise, which expires on December 31, 2017. To ensure that Charter Communications will be required to collect and remit the PEG fee between December 31, 2017 and the expiration of its next franchise, staff recommends that the City Council reauthorize Section 5.14.010(C) by adopting the attached resolution.

FISCAL IMPACT:

Adoption of the proposed resolution will ensure collection and remission of two percent (2%) of Charter Communications' gross revenues on and after December 31, 2017.

ATTACHMENT:

PEG Fee Resolution 2017-1572

ITEM 8 ATTACHMENT RESOLUTION NO. 2017-1572

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CALABASAS, CALIFORNIA, REAUTHORIZING THE PUBLIC, EDUCATIONAL, AND GOVERNMENT (PEG) FEE ON STATE CABLE FRANCHISEES OPERATING WITHIN THE CITY.

WHEREAS, the City Council previously adopted Section 5.14.010 of the Calabasas Municipal Code ("CMC"), which imposes a public, educational, and governmental ("PEG") fee on state cable franchisees operating within the City as authorized in the Digital Infrastructure and Video Competition Act of 2006; and

WHEREAS, Section 5870(n) of the California Public Utilities Code states that a PEG fee ordinance must be reauthorized upon expiration of an applicable state franchise; and

WHEREAS, as of December 31, 2006, there were three (3) City franchised cable operators providing cable service within the City; and

WHEREAS, two (2) of the cable franchises in the City are held by Time Warner NY Cable LLC serving the Calabasas Park area of the City and CAC Exchange I., LLC serving the Saratoga Hills area of the City (collectively Time Warner Cable); and

WHEREAS, the cable franchise in the City held by Falcon Cablevision, doing business in the City as Charter Communications, is for serving the areas of the City commonly referred to as Lost Hills and Mulwood; and

WHEREAS, Charter Communications' state franchise expired on December 31, 2017; and

WHEREAS, the City Council wishes to adopt a resolution expressly declaring that the City's PEG fee is reauthorized

NOW THERFORE, THE CITY COUNCIL OF THE CITY OF CALABASAS DOES ORDAIN AS FOLLOWS:

SECTION 1. **PEG Fee Reauthorization**. The City's PEG channel facilities fee authorized Section 5.14.010(C) of the Calabasas Municipal Code is hereby reauthorized to the extent required by Section 5870(n) of the California Public Utilities Code.

SECTION 2. EFFECTIVE DATE. This Resolution shall take effect upon its adoption.

<u>SECTION 6</u>. **CERTIFICATION**. The City Clerk shall certify to the passage and adoption of this Resolution and shall cause the same to be published or posted according to law.

PASSED, APPROVED AND ADOPTED this 13th day of December, 2017.

	Fred Gaines, Mayor
ATTEST:	
Maricela Hernandez, MMC	
City Clerk	
	APPROVED AS TO FORM:
	Scott H. Howard, City Attorney Colantuono, Highsmith & Whatley, PC



CITY COUNCIL AGENDA REPORT

DATE: OCTOBER 30, 2017

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: DR. GARY J. LYSIK, CHIEF FINANCIAL OFFICER

SUBJECT: ROTARY CLUB OF CALABASAS - NEIGHBORS IN NEED PROGRAM

MEETING

DATE: DECEMBER 13, 2017

SUMMARY RECOMMENDATION:

This item is informational only. As such, Council action is not required.

BACKGROUND:

On November 2, 2005, the City Council adopted Resolution No. 2005-985 (Attachment A), approving a policy for contributing to the funding of community service organizations. This policy:

- 1. Established a consistent approach and process whereby agencies may apply for
 - funding assistance from the City;
- 2. Established criteria for evaluating and assessing funding applications; and
- 3. Established reporting guidelines for those entities awarded funding to ensure Council goals and objectives have ultimately been met.

Additionally, the policy also highlighted that the subsidy amount for the program was to be determined and approved by Council during the annual budgeting process.

On June 22, 2007, through the means of a Service Grant Agreement (Attachment B), the City of Calabasas and the Calabasas Rotary Foundation agreed to collectively develop and implement a program for providing critical social services to the residents of the City. Funding was initially approved at \$25,000 for FY 2007/08 and has remained at that annual funding level ever since.

The Neighbors in Need Program was developed and matured into providing emergency financial assistance to individuals or families in need within the City of Calabasas, and was documented in the January 28, 2013 letter prepared by the City's Chief Financial Officer and directed towards Ms. Annemarie Flaherty, the then president of the Rotary Club of Calabasas (Attachment C). Assistance was defined as including, but not limited to providing the following types of services:

- 1. Security deposits;
- 2. Rental assistance for a period not to exceed three months;
- 3. Moving assistance;
- 4. Furnishings and appliance purchases;
- 5. Payment of utility costs;
- 6. Food and other necessities; and/or
- 7. Counseling.

The Rotary Club of Calabasas is still administering the Program, and on April 10, 2017, they provided an Accounting Statement (Attachment D) of all monies received from the City and spent on the Program between the periods of December 17, 2007 and April 10, 2017. During the City's budget meeting for Fiscal Year 2017/18, Council allocated \$25,000 to be spent on the Program being administered by the Rotary Club of Calabasas for the stated purposes listed above.

Should any resident of the City of Calabasas feel as though they would qualify to receive funds from the Program being administered by the Rotary Club of Calabasas, information on the Program could be found at the following website address:

http://www.cityofcalabasas.com/service-grants.html

At that site, a link is provided to the Rotary Club's website (https://liportal.clubrunner.ca/2626), where in addition to information regarding other services offered by the Rotary Club, access is provided to the following two (2) forms:

- 1. Neighbors in Need Program Support Grant Application 2016-2017 (Attachment E); and
- 2. Neighbors in Need Program Emergency Grant Application 2016-2017 (Attachment F).

Specific instructions are also provided for how to complete and submit the forms for consideration.

FINANCIAL IMPACT / SOURCE OF FUNDING:

The City has allocated \$25,000 from the General Fund to fund this Program for Fiscal Year 2017/18.

REQUESTED ACTION:

None.

ATTACHMENT(S):

- A. Resolution No. 2005-985
- B. Service Grant Agreement
- C. Project Request 2013 (Letter)
- D. Accounting Statement dated April 10, 2017
- E. Support Grant Application 2016-2017
- F. Emergency Grant Application 2016-2017

RESOLUTION NO. 2005-985

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CALABASAS, CALIFORNIA, APPROVING A POLICY FOR CONTRIBUTING TO THE FUNDING OF COMMUNITY SERVICE ORGANIZATIONS AND RESCINDING RESOLUTION NO. 99-582.

WHEREAS, the City of Calabasas wishes to recognize the invaluable service and support that various organizations provide to the citizens of Calabasas; and

WHEREAS, the City wishes to establish a consistent approach and process whereby agencies may apply for funding assistance from the City; and

WHEREAS, the City wishes to establish reporting guidelines for those entities awarded funding to ensure City Council goals and objectives, with respect to the policy, have ultimately been met.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Calabasas rescinds Resolution No. 99-582 and approves the policy for contributing to the funding of agencies as follows:

<u>Purpose</u>

Various agencies provide invaluable service and support to the citizens of Calabasas. As resources become tighter and tighter for these agencies, the City has increasingly been requested to step in and provide financial assistance to these entities by making direct financial grants of money from the City's general fund.

The purpose of this policy, therefore, is to:

- 1. Establish a consistent approach and process whereby agencies may apply for funding assistance from the City.
- 2. Establish criteria for evaluating and assessing funding applications.
- 3. Establish reporting guidelines for those entities awarded funding to ensure Council goals and objectives have ultimately been met.

Funding Philosophy

As part of the budget process, monies will be set aside specifically for the funding of various community organizations. The specific amount of money designated for these proposes will be determined as part of each budget process and

independent of past funding practices. In determining the amount of money to be designated, the City Council will consider:

- 1. Current funding requirements to meet the basic service requirements of the City and maintain a balanced budget.
- 2. Projected fund balance reserve.
- 3. Projected funding to maintain the City's capital improvement program.

Recognizing the unlikelihood of being able to fund all requests, it is the intent of Council that the Parks, Recreation & Education Commission evaluate all proposals at a designated period of time, and, based upon available funds and the merits of each proposal, and forward a recommendation to City Council as a consent item to award funding to those agencies which most effectively meet the City's stated criteria for this program.

Furthermore, the City Council encourages a goal of self-sufficiency for all community based organizations seeking funding assistance from the City. Therefore, the City will consider proposals which provide "seed money" for new organizations, programs, activities and/or special projects. Because funding is not guaranteed beyond the given award, monies are not intended to cover on-going operating costs.

Process

- A. Qualifying Criteria to Apply for Funding
 - Consideration of applications will be made with priority given to organizations that serve the community in the areas of safety, education, environmental issues, and the welfare of local citizens and animals.
 - 2. Priority consideration will be given to non-profits with 501 (c) (3) status.
 - 3. Priority consideration will be given to requests of less than \$7,000.00.
 - 4. An organization may only submit and receive one award per fiscal year.

- 5. The requesting agency should serve a unique function and provide public services which (1) are not duplicated by the City of Calabasas or other organizations in the City and (2) are consistent with the short and long-term goals and objectives of the City of Calabasas.
- 6. The requesting agency should have a documented track record for effectively serving the needs of the specified target group within the City of Calabasas.
- 7. The requesting agency should have the ability to define their proposed program, activity and/or special project in terms sufficient for the City to assess the effectiveness of the award.
- 8. The majority of the beneficiaries of the proposed program, activity and/or special project should be residents of the City of Calabasas.

B. Process for Submitting an Application

- For the next funding cycle (Fiscal Year 2005-2006), agencies which meet the qualifying criteria must submit a completed application form to the City by December 1, 2005. Award recommendations from the Parks, Recreation & Education Commission to the Council are anticipated to be made by the first Council meeting in February 2006.
- 2. For each fiscal year, there will be two (2) to three (3) funding cycles. The first funding cycle requires the submittal of applications between April 15th and June 1st with award determinations anticipated to be made in July. The second funding cycle requires the submittal of applications between September 15th and November 1st with award determinations anticipated to be made in January. The third funding cycle (if funds are available) requires the submittal of applications between February 15th and April 1st with award determinations anticipated to be made in May.

C. Criteria for Evaluating Funding Proposals

1. Specifics of the proposed program, activity or special project and how such will help meet an identified community need.

- 2. Consistency with City of Calabasas goals and priorities including food and shelter, programs for our youth, health and safety, education, neighborhood improvements and community-wide safe environment.
- 3. Uniqueness of community need met as contrasted by duplicative types and levels of service.
- Degree to which funding will serve as "seed money" for new organizations, programs, activities and/or special projects and/or lead toward agency self-sufficiency.
- 5. Preventative nature of program, project or activity to protect our citizenry and, in the long-run, to reduce future public agency expenditures due to focus on prevention.
- 6. Performance history of the agency.
- 7. Leverage potential of requested funding.
- 8. Criticality of requested funding to the agency.

D. Method of Proposal Evaluation

- The Parks, Recreation & Education Commission may create a subcommittee of no more than 49%, with staff support, to review and rank all applications against the criteria established in Section C above, to be recommended to the Parks, Recreation & Education Commission and forwarded to the City Council for approval.
- 2. Those applications not deemed to be complete or consistent with qualifying criteria noted in this policy (see Section A) will be returned to the requesting agency for clarification.
- 3. The recommendations of the Parks, Recreation & Education Commission will be brought forth for consideration and adoption by the full Council in accordance with Section B above.

E. Reporting Requirements

 Agencies who receive an allocation must complete an annual report describing how the funds were spent and the agreed upon services or programs met the specified community need.

- 2. Failure to submit the required report will make the agency ineligible for allocation of future funds until the required report is submitted in full. These reports will be reviewed and taken into account for evaluating subsequent funding proposals from the agency.
- 3. Any unused funds must be returned to the Community Service Grants Program.

Ongoing Review and Consideration

This policy and supporting process, procedure and criteria, will be reviewed, modified (as deemed appropriate) and confirmed regularly by the City Council as part of designating monies for this program through the budget process.

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

PASSED, APPROVED AND ADOPTED this 2nd day of November, 2005.

ATTEST:

Gwen Peirce, Assistant City Clerk

Barry Groveman, Mayor

APPROVED AS TO FORM:

Michael 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 resolution, being Resolution No. 2005-985 was duly adopted by the City Council of the City of Calabasas, at a regular meeting of the City Council held November 2, 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.

Gwen Peirce, Assistant City Clerk City of Calabasas, California

SERVICE GRANT AGREEMENT

(City of Calabasas/Calabasas Rotary Foundation)

1. IDENTIFICATION

THIS SERVICE GRANT AGREEMENT ("Agreement") is entered into by and between the City of Calabasas, a California municipal corporation ("City"), and Calabasas Rotary Foundation, a California, nonprofit corporation ("Contractor").

2. <u>RECITALS</u>

- 2.1 City understands that social, cultural, civic, and other similar projects are beneficial to the residents of Calabasas and the surrounding areas.
- 2.2 City has determined that it is in the best interest of the City to make a "Service Grant" (as that term is defined in Section 5, below) to assist Contractor in developing and implementing a program for providing critical social services (the "Project") to the residents of the City ("the Project").
- 2.3 Contractor represents that it is fully qualified to carry out the Project.

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

3. CONTRACTOR'S SERVICES

Contractor shall develop the Project as described in this Agreement and in any subsequent correspondence from the City in connection with specific grants under this Agreement and in accordance with applicable law.

4. PERMITS AND APPROVALS

Contractor shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary in the performance of this Agreement.

5. <u>CITY SUPPORT</u>

City shall support the development of the Project with cash contributions and/or in-kind services as City shall from time to time determine. Each contribution shall be accompanied by a letter referencing this Agreement and specifying any additional refinement of the Project for which the granted funds are to be spent. Contractor hereby agrees and covenants to use the Service Grant exclusively in accordance with this Agreement.

6. REPORTS

Contractor shall submit to the Community Services Director reports on the progress, planning, and financial status of the Project promptly upon request and in no event less than

annually and upon completion of the Project. Reports on the progress of the Project shall include but not be limited to the funds expended under this agreement, with reference to each grant hereunder and the terms of such grants, and the remaining balance of each grant, if any.

7. RECORDS AND INSPECTIONS

Contractor shall maintain full and accurate records with respect to each grant pursuant to this Agreement for a period of three years after the sooner of (i) the expiration or termination of this Agreement or (ii) the date Contractor receives a grant. City shall have the right to examine such records, without charge, during normal business hours. City shall further have the right to audit such records, to make transcripts therefrom and to inspect all data, documents, proceedings, and activities with respect to Consultant's performance under this Agreement.

8. <u>RELATIONSHIP OF PARTIES</u>

Contractor is, and shall at all times remain as to City, a wholly independent contractor. Contractor shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise to act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Contractor or any of Contractor's employees, except as set forth in this Agreement. Contractor shall not represent that it is, or that any of its agents or employees are, in any manner employees of City. Contractor acknowledges that City's relationship to Contractor is solely as a grantor and that City bears no responsibility or liability for any harm which may arise from the activities of Contractor. Contractor shall maintain such insurance and risk management practices as it deems prudent and will not look to City for either insurance or risk management advice.

9. NOTICES

Any notices, bills, invoices, or reports required by this Agreement shall be sent to:

If to City

City of Calabasas 26135 Mureau Road Calabasas, CA 91302

Attn: Community Services Director

Telephone: (818) 878-4225 Facsimile: (818) 878-4215 If to Contractor:

Calabasas Rotary Foundation c/o Manny Fernandez D.D.S. 22600 Ventura Blvd. #204 Woodland Hills, CA 91364 Telephone: (818) 225-0046 Facsimile: (818) 225-1318 With courtesy copy to:

Michael G. Colantuono Calabasas City Attorney Colantuono & Levin, PC 555 West Fifth Street, 31st Floor Los Angeles, CA 90013-1018 Telephone: (213) 533-4146 Facsimile: (213) 533-4191

10. TERMINATION

11.1 City or Contractor may terminate this Agreement for any reason or no reason on thirty (30) calendar days' written notice to the other party. Contractor agrees to cease all work under this Agreement on or before the effective date of any notice of termination and to promptly return to City any funds received from City which remain unexpended on the termination date.

11. GENERAL PROVISIONS

- 12.1 Contractor shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without City's prior written consent.
- 12.2 In the performance of this Agreement, Contractor shall not discriminate against any Project participant, volunteer, vendor, employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition or on any other unlawful basis.
- 12.3 This instrument, together with subsequent letters from City to Contractor accompanying specific grants hereunder, constitutes the entire Agreement between City and Contractor with respect to the City's sponsorship of the Project. No other oral or written agreements are binding upon the parties. Except as to letters from the City to Contractor accompanying specific grants hereunder, amendments to this Agreement shall be effective only if made in writing and executed on behalf of both the City and Contractor.
- 12.5 The waiver by City 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 City or Contractor unless in writing.

12.6 If any term or provision of this Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, then such term or provision shall be amended to, and solely to, the extent necessary to cure such invalidity or unenforceability, and in its amended form shall be enforceable. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and shall be enforced to the fullest extent permitted by law. To this end, the provisions of this Agreement are severable.

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

"Contractor"

esident

City of Calabasas	Calabasas Rotary Foundation
Anthony M. Coroalles, City Manager	By Manny Feynandez, Presid
Date: 6/20/07	Date: 6/28/07
9	Ву:
	Date:
Attest: By Rollin Farker, City Clerk	<u>.</u>
Date: 7/20/07	
Approved as to form:	x
Michael G. Colantuono, City Attorney	



CITY of CALABASAS

January 28, 2013

Rotary Club of Calabasas c/o: Ms. Annemarie Flaherty, President P. O. Box 8232 Calabasas, CA 91372

RE: PROJECT REQUEST - 2013

Pursuant to the Service Grant Agreement executed between the City of Calabasas and the Rotary Club of Calabasas, previously recognized as the Calabasas Rotary Foundation, the City requests your services on the project listed below:

<u>Project Description</u>: As required, provide emergency financial assistance to individuals or families in need within the City of Calabasas. Assistance may include, but is not limited to providing:

- a. Security deposits;
- b. Rental assistance for a period not to exceed three months;
- c. Moving assistance;
- d. Furnishings and appliances;
- e. Payment of utilities;
- f. Food and necessities; and/or
- g. Counseling.

As appropriate, the City will refer persons in need of these services to your organization, or you may select worthy individuals/families in need that come to your attention. Additionally, these funds can also be used, at your discretion, to assist local, non-profit (501c3) groups operating to benefit residents of the City of Calabasas.

In accordance with Section 6 - Reports, of the Service Grant Agreement, we request that you provide the City with an accounting of how the project funds were used no later than December 31, 2013.

Upon approval and return to the City of this Project Request by the Rotary Club of Calabasas, the City will provide \$25,000.00 in funding.

Regards,

APPROVAL:

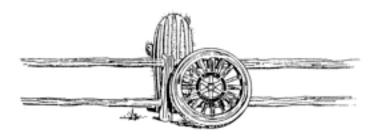
Dr. Gary M. Lysik, CFC

City of Calabasas

Annemarie Flaherty, President Rotary Club of Calabasas

100 Civic Center Way Calabasas, CA 91302 (818) 224-1600 Fax (818) 225-7324

Rotary Club of Calabasas



Calabasas Rotary Foundation - Neighbors In Need & Community Granst Program Accounting Statement as of April 10, 2017

The following is a full accounting of the City Grants program funds to date. Please Note: The report has been updated to show three of the disbursements were from Councilperson discretional funds, not City Council Budget requests

Neighbors In Need/Community Grant Funds From City (excludes the Pilot Program grant of \$3,600 of 7/15/07)

12/17/2007	\$25,000.00
3/16/2009	\$25,000.00
4/18/2009	\$5,000.00
2/27/2010	\$2,500.00 Councilman discretionary Funds
9/13/2010	\$25,000.00
11/15/2010	\$2,500.00 Councilman discretionary Funds
4/9/2011	\$1,711.79 Councilman discretionary Funds
1/24/2012	\$25,000.00
2/15/2013	\$25,000.00
10/10/2013	\$25,000.00
10/28/2014	\$25,000.00
4/14/2016	\$25,000.00

Total of grants from City \$211,711.79

See Following schedule for disbursement of all City Grant funds Note the "*" in the last column indicates a Community Service Grant All other Grants are Neighbors in Need Grants

Disbursement

Date	Awardee	Memo	Amount
2/5/08	Family B	Emergency Grant	-2,500.00
2/18/08	Family C	Emergency Grant	-2,500.00
5/11/08	Family D	Emergency Grant	-2,500.00
6/8/08	Family E	Emergency Grant	-2,500.00
7/1/08	Family A	Jul rent stipend	-300.00
7/29/08	Family F	Emergency Grant	-2,500.00
8/15/08	Family A	Aug rent stipend	-300.00
8/30/08	Family A	Sep rent stipend	-300.00
9/29/08	Family A	Oct rent stipend	-300.00
10/4/08	Family C	Aug rent stipend	-300.00
10/6/08	Family C	Sep & Oct rent stipend	-600.00
11/5/08	Family A	Nov rent stipend	-300.00
11/5/08	Family C	Nov rent stipend	-300.00
11/28/08	Family A	Dec rent stipend	-300.00
12/6/08	Family C	Dec rent stipend	-300.00
12/30/08	Family A	Jan rent stipend	-300.00
1/9/09	Family C	Jan rent stipend	-300.00
1/10/09	Family G	Emergency Grant	-2,500.00
2/3/09	Family A	Feb rent stipend	-300.00
2/10/09	Family C	Feb rent stipend	-300.00
2/23/09	Family A	Mar rent stipend	-300.00
3/12/09	Family H	Emerg. Grant (part a)	-1,500.00
3/12/09	Family I	Emerg. Grant (part a)	-1,500.00
3/12/09	Family C	Mar rent stipend	-300.00
3/23/09	Family I	Emerg. Grant (part b)	-1,000.00
3/23/09	Family H	Emerg. Grant (part b)	-1,000.00
3/25/09	Family A	Apr rent stipend	-300.00
4/15/09	Family C	Apr rent stipend	-300.00
4/27/09	Family A	May rent stipend	-300.00
5/11/09	Family C	May rent stipend	-300.00
6/1/09	Family A	June rent stipend	-300.00
6/10/09	Family C	June rent stipend	-300.00
6/10/09	Family J	Emergency Grant	-2,500.00
7/7/09	Family A	July rent stipend	-1,200.00
8/5/09	Family A	Aug rent stipend	-600.00
8/18/09	Family K	Emergency Grant	-2,500.00

8/21/09	Family A	Sep rent stipend	-600.00
9/2/09	Family L	Emergency Grant	-2,500.00
9/21/09	Family A	Oct rent stipend	-600.00
10/28/09	Family M	Emergency Grant	-2,500.00
10/28/09	Family A	Nov rent stipend	-600.00
10/30/09	Family L	Support Grant 1 of 4	-750.00
11/23/09	Family L	Support Grant 2 of 4	-750.00
11/23/09	Family A	Dec rent stipend	-600.00
12/1/09	Family M	Support Grant 1 of 3	-1,000.00
12/1/09	Family K	Support Grant 1 of 4	-700.00
12/26/09	Family M	Support Grant 2 of 3	-1,000.00
12/26/09	Family K	Support Grant 2 of 4	-700.00
12/26/09	Family A	Jan rent stipend	-300.00
12/26/09	Family L	Support Grant 3 of 4	-750.00
1/25/10	Family A	Feb rent stipend	-300.00
1/25/10	Family L	Support Grant 4 of 4	-750.00
1/25/10	Family M	Support Grant 3 of 3	-1,000.00
1/25/10	Family K	Support Grant 3 of 4	-700.00
2/27/10	Family K	Support Grant 4 of 4	-700.00
2/27/10	Family A	Support Grant 1 of 9	-300.00
3/29/10	Family A	Support Grant 2 of 9	-300.00
4/27/10	Family A	Support Grant 3 of 9	-300.00
5/25/2010	Family A	Support Grant 4 of 9	-300.00
5/25/2010	Family N	Support Grant 1 of 5	-500.00
6/16/2010	Family O	Emergency Grant	-2,500.00
6/26/2010	Family A	Support Grant 5 of 9	-300.00
7/4/2010	Family N	Support Grant 2 of 5	-500.00
8/2/2010	Family A	Support Grant 6 of 9	-300.00
8/2/2010	Family N	Support Grant 3 of 5	-500.00
9/1/2010	Family A	Support Grant 7 of 9	-300.00
9/1/2010	Family N	Support Grant 4 of 5	-500.00
9/27/2010	Family A	Support Grant 8 of 9	-300.00
9/27/2010	Family N	Support Grant 5 of 5	-500.00
10/30/2010	Family A	Support Grant 9 of 9	-300.00
11/1/2010	Family P	Emergency Grant	-445.77
11/15/2010	Family P	Support Grant 1 of 3	-300.00
12/7/2010	Family A	Rent Stipend 1 of 8	-300.00
12/13/2010	Family P	Support Grant 2 of 3	-300.00
12/28/2010	Family Q	Emergency Grant	-2,500.00
12/28/2010	Family A	Rent Stipend 2 of 8	-300.00
12/31/2010	Family R	Emergency Grant	-2,500.00

12/31/2010 12/31/2010 1/18/2011 1/25/2011 2/7/2011 2/7/2011 2/23/2011	Family S Family T Family P Family U Family A Family T Family U	Emergency Grant Support Grant 1 of 6 Support Grant 3 of 3 Emergency Grant Rent Stipend 3 of 8 Support Grant 2 of 6 Support Grant 1 of 2	-1,300.00 -300.00 -300.00 -2,500.00 -300.00 -300.00
2/28/2011 2/28/2011	Family A Family T Conejo Las	Rent Stipend 4 of 8 Support Grant 3 of 6	-300.00 -300.00
3/9/2011	Virgenes Future Foundation	Community Grant	-1,500.00 *
3/12/2011	Family U	Support Grant 2 of 2	-1,000.00
4/2/2011	Family A	Rent Stipend 5 of 8	-300.00
4/2/2011	Family T	Support Grant 4 of 6	-300.00
5/1/2011	Family A	Rent Stipend 6 of 8	-300.00
5/1/2011	Family T	Support Grant 5 of 6	-300.00
5/23/2011	Family A	Rent Stipend 7 of 8	-300.00
5/23/2011	Family T	Support Grant 6 of 6	-300.00
6/19/2011	Family A	Rent Stipend 8 of 8	-300.00
6/19/2011	Family V	Support Grant 1 of 4	-300.00
7/19/2011	Family W	Emergency Grant	-2,500.00
7/20/2011	Family A	Rent Stipend ext 1 of 5	-300.00
7/20/2011	Family V	Support Grant 2 of 4	-300.00
8/20/2011	Family A	Rent Stipend ext 2 of 5	-300.00
8/20/2011	Family V	Support Grant 3 of 4	-300.00
9/21/2011	Family A	Rent Stipend ext 3 of 5	-300.00
9/21/2011	Family V	Support Grant 4 of 4	-300.00
10/20/2011	Family A	Rent Stipend ext 4 of 5	-300.00
10/24/2011	Spotlight the Arts Foundation	Community Grant	-1,500.00 *
11/21/2011	Family A	Rent Stipend ext 5 of 5	-300.00
12/1/2011	Family X	Support Grant 1 of 3	-1,000.00
12/31/2011	Family X	Support Grant 2 of 3	-1,000.00
2/7/2012	Family X	Support Grant 3 of 3	-1,000.00
3/6/2012	Family Y	Emergency Grant	-750.00
6/18/2012	CHS Theatre Boosters	Community Grant	-1,500.00 *
6/23/2012	Family Z	Emergency Grant	-2,500.00

6/23/2012	Family AA	Support Grant 1 of 6	-300.00
7/28/2012	Family AA	Support Grant 2 of 6	-300.00
8/24/2012	Family AA	Support Grant 3 of 6	-300.00
9/10/2012	Family BB	Emergency Grant	-2,500.00
9/25/2012	Family AA	Support Grant 4 of 6	-300.00
10/20/2012	Family AA Conejo Las	Support Grant 5 of 6	-300.00
10/30/2012	Virgenes Future	Community Grant	-1,500.00 *
11/16/2012	Foundation Family BB	Support Grant 1 of 6	-250.00
, ,	-		
11/20/2012	Calabasas Meals on Wheels	Community Grant	-1,000.00 *
11/24/2012	Family AA	Support Grant 6 of 6	-300.00
11/28/2012	Family CC	Emergency Grant	-2,000.00
12/18/2013	Family BB	Support Grant 2 of 6	-250.00
12/18/2013	Family DD	Support Grant 1 of 7	-200.00
1/10/2013	Family BB	Support Grant 3 of 6	-250.00
1/10/2013	Family DD	Support Grant 2 of 7	-200.00
1/11/2013	Family EE	Emergency Grant (part1)	-1,474.47
1/15/2013	Family EE	Emergency Grant (part2)	-1,000.00
1/26/2013	Family GG	Support Grant 1of 4	-250.00
1/26/2013	Family FF	Emergency Grant	-2,500.00
2/7/2013	Family GG	Support Grant 2 of 4	-250.00
2/12/2013	Family DD	Support Grant 3 of 7	-200.00
2/12/2013	Family BB	Support Grant 4 of 6	-250.00
2/15/2013	Family HH	Support Grant 1 of 4	-750.00
2/16/2013	Family II	Emergency Grant	-2,533.58
2/26/2013	Family JJ	Support Grant 1 of 4	-1,000.00
2/26/2013	Family KK	Emergency Grant	-2,500.00
3/7/2013	Family MM	Emergency Grant	-2,500.00
3/10/2013	Family BB	Support Grant 5 of 6	-250.00
3/10/2013	Family DD	Support Grant 4 of 7	-200.00
3/25/2013	Family LL	Support Grant 2 of 4	-300.00
3/26/2013	Family GG	Support Grant 3 of 4	-250.00
3/26/2013	Family MM	Support Grant 1 of 3	-800.00
3/28/2013	Family MM	Support Grant 2 of 3	-800.00
4/4/2013	Family JJ	Support Grant 2&3 of 4	-500.00
4/6/2013	Family NN	Emergency Grant	-2,328.75
4/10/2013	Family DD	Support Grant 5 of 7	-200.00
4/10/2013	Family BB	Support Grant 6 of 6	-250.00

4/10/2013	Family 00	Emergency Grant	-2,500.00
4/20/2013	Family MM	Support Grant 3 of 3	-800.00
4/24/2013	Family PP	Emergency Grant	-2,500.00
4/24/2013	Family QQ	Support Grant 1 of 5	-800.00
4/25/2013	Family LL	Support Grant 3 of 4	-300.00
5/10/2013	Family DD	Support Grant 6 of 7	-200.00
5/10/2013	Family JJ	Support Grant 4 of 4	-250.00
5/25/2013	Family QQ	Support Grant 2 of 5	-500.00
5/25/2013	Family LL	Support Grant 4 of 4	-300.00
6/10/2013	Family DD	Support Grant 7 of 7	-200.00
6/25/2013	Family QQ	Support Grant 3 of 5	-500.00
7/16/2013	Family RR	Emergency Grant	-2,300.00
7/25/2014	Family QQ	Support Grant 4 of 5	-500.00
8/7/2013	Family SS	Emergency Grant (part1)	-1,000.00
8/12/2013	Calabasas Meals	Community Grant	-2,000.00 *
	on Wheels		•
8/26/2013	Family QQ	Support Grant 5 of 5	-300.00
9/12/2013	Family SS	Emergency Grant (part2)	-1,500.00
10/30/2013	Family TT	Emergency Grant	-2,500.00
11/5/2013	Family UU	Emergency Grant	-800.00
12/22/2013	Family VV	Support Grant 1 of 3	-1,500.00
1/3/2014	Family WW	Emergency Grant	-2,500.00
1/15/2014	Family VV Conejo Las	Support Grant 2 of 3	-500.00
1/27/2014	Virgenes Future	Community Grant	-1,500.00 *
	Foundation		
2/12/2014	Family VV	Support Grant 3 of 3	-500.00
2/17/2014	Family XX	Emergency Grant	-2,500.00
3/3/2014	Family YY	Support Grant 1 of 4	-400.00
3/3/2014	Family ZZ Conejo Las	Emergency Grant	-2,000.00
3/17/2015	Virgenes Future	Community Grant	-1,500.00 *
	Foundation		
3/21/2014	Family AAA	Emergency Grant	-2,500.00
4/5/2014	Family YY	Support Grant 2 of 4	-400.00
5/9/2014	Family YY	Support Grant 3 of 4	-400.00
6/10/2014	Family YY	Support Grant 4 of 4	-400.00
6/16/2014	Family BBB	Support Grant 1 of 4	-400.00
7/16/2014	Family BBB	Support Grant 2 of 4	-400.00
7/20/2014	Family CCC	Support Grant 1 of 3	-800.00

8/10/2014 8/10/2014 9/5/2014	Family BBB Family CCC Family CCC	Support Grant 3 of 4 Support Grant 2 of 3 Support Grant 3 of 3	-400.00 -400.00 -400.00
9/5/2014	Calabasas Meals on Wheels	Community Grant	-1,500.00 *
9/15/2014 11/1/2014 3/31/2015	Family BBB Family DDD Family EEE	Support Grant 4 of 4 Emergency Grant Emergency Grant	-400.00 -2,500.00 -2,500.00
9/5/2014	Calabasas Historical Society	Community Grant	-1,500.00 *
10/1/2015 10/28/2015 10/28/2015 11/2/2015 12/1/2015 12/5/2015 12/31/2015 2/25/2016 3/4/2016 5/24/2016 8/5/2016 10/18/2016 10/18/2016	Family FFF Family GGG Family FFF Family HHH Family FFF Family III Family JJJ Family KKK Family LLL Conejo Las Virgenes Future Foundation Family MMM Family NNN Family OOO	Support Grant 1 of 3 Emergency Grant Support Grant 2 of 3 Emergency Grant Support Grant 3 of 3 Emergency Grant Emergency Grant Emergency Grant Emergency Grant Community Grant Emergency Grant	-1,600.00 -2,000.00 -800.00 -2,500.00 -2,500.00 -2,500.00 -2,500.00 -1,500.00 * -2,500.00 -2,500.00 -2,500.00 -2,500.00
2/23/2017	Calabasas Historical Society	Community Grant	-1,500.00 *
Total Expenditu	ures 2/1/08 - 4/1	0/17	 -197,282.57
•			\$211,711.79
Total of Grants from the City 12/17/07 - 4/10/17 Balance of City Grant funds as of 4/10/17		•	
balance of City	Grant runus as or	4/10/1/	\$14,429.22
Pending: as of		Emergency Grant Family PPP note Remaining City Funds =	\$2,500.00 \$11,929.22
	Aı	mount City Funds requested	\$25,000.00

Neighbors In Need Program Support Grant Application 2016 - 2017

This variable grant has been established by the Rotary Club of Calabasas Charitable Foundation to help meet ongoing, specific financial needs of Calabasas residents / families that are outside the scope of the Emergency Grant Program. The Support Grant Program allocates funds for a variable period of up to 6 months to meet specific financial needs and to provide emergency funding to Calabasas residents / families due to extraordinary circumstances beyond their control that results in one or more of the following: __ Extreme medical expenses __ Inability to purchase of food & clothing __ Extreme medical expenses
__ Immediate loss of housing
Disconnection of utilities __ Loss of transportation to/from work __ Disconnection of utilities __ Inability to meet childcare expenses Support Grants are available for the July 1, 2016 to June 30, 2017 fiscal year, dependent on the funds available to the program, and are contingent upon the review and approval of the Neighbors In Need Committee. The amount and number of Support Grants award are variable, dependent on the documented needs of applicants and the funds available to the program. Once all available funds have been awarded, additional Support Grants will not be available until the next fiscal Year. Calabasas residents / families may only receive a total of one (1) Support Grant. All adult family members residing at the same address are considered a family household and cannot apply for additional aid under this program. ALL APPLICANTS WILL PROVIDE PROPER DOCUMENTATION OF CALABASAS RESIDENCY Household Information: MUST BE A CALABASAS RESIDENT FOR AT LEAST 12 MONTHS Spouse: ______ # of Children: Soc Sec.# City / State / Zip: _____ Telephone: Home______ Work_____ Cell_____ Please describe the situation that has occurred to have you seek a Support Grant, and how you intend to use the funds, if awarded (use addition sheets or attachments, if needed):

Are you currently employed ?:	Spouse currently employed?:
Total Monthly Income:(Include from all sources, Wages, Sal	lary, Investment Income, Alimony & Support, etc.)
Do you have a pension, 401k or oth	vings Account?: Account Balance(s): her retirement account?: Y / N (circle) t? Y / N (circle) or taken a Hardship Withdrawal?: Y / N (circle)
Total Monthly Expenses:	
Utilities:	Homeowners Insurance:
Telephone:	Cell Phone: Cable TV
Internet:	
Food: Clothing:	Child Care:
Auto Lease / payment:	Gasoline:
information submitted in this applicate Need Committee and the Board of Disconsidering this Grant award. I also of Grant program is final, and I agree to Liability. The amount of Grant funding awarde interview, and the remaining funds as over the period of the Grant. I understude Club of Calabasas on a monthly basis documentation will result in exclusion	be required to complete the application process. I also authorize that my personal tion and disclosed during the interview process shall be discussed by the Neighbors In irectors of the Rotary Club of Calabasas Charitable Foundation for the purposes of understand that the decision of the Board to decline my application for participation in this chold harmless the Board and its Agents for their decision, as outlined in the Waiver Of ed is variable, as decided by the Neighbors In Need Committee, based on budget needs, the vailable for the Support Grant Program. Disbursement of funds will be pro-rated monthly stand that that receipts for all expenditures of these funds shall be reported to the Rotary s, prior to the disbursement of the next monthly pro-rated funds. Failure to supply this on from any future charitable programs. Disbursed funds may be in the form of ords, supermarket script, or other accepted forms of payment.
Signed:	Date:
Please return the completed application	on to:
Manny Fernandez, Attn: Neighbors in 22600 Ventura Blv Woodland Hills, C.	Need vd, #204

A monthly summary of income and expenses are required. Please complete this section as thoroughly as possible:

It takes 4 weeks to process a Support Grant Application from date of receipt. For information of the status of your application, please contact the Calabasas Rotary at (818) 564-6755.

The Rotary Club of Calabasas Charitable Foundation

Community Service Grant Program

Waiver of Liability & Indemnity Agreement

Waiver and Release. In consideration of being permitted to participate in any way in the

was the consideration of being permitted to participate in any way in the
Rotary Club of Calabasas Charitable Foundation's Community Service Grant Program,
hereinafter called "The Grant Program",
I/we, for myself, my heirs
personal representatives or assigns, do hereby release waive, discharge, and covenant not
to sue the Rotary Club of Calabasas Charitable Foundation, its officers, employees, and
agents from liability from any and all claims including the negligence of the Rotary Club
of Calabasas Charitable Foundation, its officers, employees and agents, resulting in
personal injury, accidents, or illness, property damage, property theft or actions of any
kind which may hereafter accrue to me or my organization /business named below (if
applicable) from, but not limited to my involvement, participation and/or receipt of funds
from The Grant Program.

Indemnification and Hold Harmless: I also agree to indemnify and hold harmless the Rotary Club of Calabasas Charitable Foundation, its officers, employees, and agents, from liability from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney's fees, brought as a result of their decision to decline or approve me for participation in the program and/or receipt of funds from The Grant Program and to reimburse them for any such expenses incurred.

Severability: The undersigned further expressly agrees that the foregoing waiver and release agreement is intended to be as broad and inclusive as is permitted by the law of the State of California and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

Acknowledgement of Understanding: I have read this waiver of liability, release and Indemnity agreement fully understand its terms, and understand that I am giving up rights, including my right to sue. I acknowledge that I am signing the agreement freely and voluntarily, and intend by my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law. I further understand that should a Grant award be made to me, that I have furnished my Social Security number and/or other appropriate TAX ID information for I.R.S. Tax reporting requirements.

Dated:	
Print Name of Participant	Print Name of Participant
Signature of Participant	Signature of Participant

Neighbors In Need Program Emergency Grant Application 2016 - 2017

This grant of up to \$2,500 has been established by the Rotary Club of Calabasas Charitable Foundation to provide short-term emergency funding to **Calabasas residents / families** due to extraordinary circumstances beyond their control that results in one or more of the following:

 Extreme medical expenses Immediate loss of housing Disconnection of utilities Inability to purchase of foo Loss of transportation to/from 		
the program, and are contingent upon the have been awarded, additional Emerger Calabasas residents /family members residing at the same address a	ne review and approval of the Neighbors ney Grants will not be available until the	ne (1) Emergency Grant. All adult family nnot apply for additional aid under this
Household Information: MUST BE A	CALABASAS RESIDENT FOR AT L	EAST 12 MONTHS
Name:	Spouse:	# of Children:
Address:		Soc Sec.#
City / State / Zip:		
Telephone: Home	Work	Cell
Please describe the situation that has oc awarded (use addition sheets or attachm		Grant, and how you intend to use the funds, if
		

	he above is true and accurate. I understand that an interview with the
print name Neighbors In Need Committee will be required to co	omplete the application process. I also authorize that my personal
	ed during the interview process shall be discussed by the Neighbors In
Need Committee and the Board of Directors of the R	Lotary Club of Calabasas Charitable Foundation for the purposes of
	the decision of the Board to decline my application for participation in this
Grant program is final, and I agree to note narmless the Liability.	the Board and its Agents for their decision, as outlined in the Waiver Of
•	
	e amounts of up to \$2,500.00, based on individual circumstances. I
	ots for all expenditures of Grant Funds awarded, to be reported to the the award of the Grant. Failure to supply this documentation will result in
	oursed funds may be in the form of cash/check, gift certificates or gift
cards, supermarket script, or other accepted forms of	payment.
Signed:	_ Date:
Please return the completed application to:	
Manny Fernandez, D.D.S	
Attn: Neighbors in Need	
22600 Ventura Blvd. #204	
Woodland Hills, CA 91364	

It takes 2-4 weeks to process an Emergency Grant Application from date of receipt. For information of the status of your application, please contact the Calabasas Rotary at (818) 564-6755.

The Rotary Club of Calabasas Charitable Foundation

Community Service Grant Program

Waiver of Liability & Indemnity Agreement

Waiver and Release. In consideration of being permitted to participate in any way in the

waiver and release. In consideration of being permitted to participate in any way in the
Rotary Club of Calabasas Charitable Foundation's Community Service Grant Program,
hereinafter called "The Grant Program",
I/we, for myself, my heirs
personal representatives or assigns, do hereby release waive, discharge, and covenant not
to sue the Rotary Club of Calabasas Charitable Foundation, its officers, employees, and
agents from liability from any and all claims including the negligence of the Rotary Club
of Calabasas Charitable Foundation, its officers, employees and agents, resulting in
personal injury, accidents, or illness, property damage, property theft or actions of any
kind which may hereafter accrue to me or my organization /business named below (if
applicable) from, but not limited to my involvement, participation and/or receipt of funds
from The Grant Program.

Indemnification and Hold Harmless: I also agree to indemnify and hold harmless the Rotary Club of Calabasas Charitable Foundation, its officers, employees, and agents, from liability from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney's fees, brought as a result of their decision to decline or approve me for participation in the program and/or receipt of funds from The Grant Program and to reimburse them for any such expenses incurred.

Severability: The undersigned further expressly agrees that the foregoing waiver and release agreement is intended to be as broad and inclusive as is permitted by the law of the State of California and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

Acknowledgement of Understanding: I have read this waiver of liability, release and Indemnity agreement fully understand its terms, and understand that I am giving up rights, including my right to sue. I acknowledge that I am signing the agreement freely and voluntarily, and intend by my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law. I further understand that should a Grant award be made to me, that I have furnished my Social Security number and/or other appropriate TAX ID information for I.R.S. Tax reporting requirements.

Dated:	
Print Name of Participant	Print Name of Participant
Signature of Participant	Signature of Participant





CITY of CALABASAS

CITY COUNCIL AGENDA REPORT

DATE: **NOVEMBER 29, 2017**

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: **MAUREEN TAMURI AIA, AICP**

COMMUNITY DEVELOPMENT DIRECTOR

SUBJECT: OVERVIEW OF THE CITY'S COMPREHENSIVE SECOND-HAND

SMOKE CONTROL ORDINANCE

MEETING

DATE: **DECEMBER 13, 2017**

SUMMARY RECOMMENDATION:

That the City Council receives and files this overview of the City's Comprehensive Second-Hand Smoke Control Ordinance.

BACKGROUND:

At the request of Council, this item has been agenized for review.

The Comprehensive Second-Hand Smoke Control Ordinance went into effect on March 17, 2006. It was amended in January of 2008 to include second hand smoke control requirements for multifamily housing units. The purpose of the law was to:

- A. Protect the public health, safety and general welfare by prohibiting smoking in public places;
- B. Ensure a cleaner and more hygienic environment for the city;
- C. Strike a reasonable balance between smokers and nonsmokers;

- D. Recognize the right of residents and visitors to the city to be free from unwelcome second-hand smoke;
- E. Recognize the long-term health effects of inhaling vapors and effects of secondhand vapors from electronic (e) cigarettes.

Information regarding the second hand smoke ordinance is available at http://www.cityofcalabasas.com/secondhandsmoke.html.

Staff will review the ordinance and the rights it affords to the public as part of a PowerPoint presentation at the council meeting.

FISCAL IMPACT/SOURCE OF FUNDING:

Enforcement actions, when required, are covered under the annual budget for the Community Development Department.

REQUESTED ACTION:

That the City Council receives and files this overview of the City's Comprehensive Second-Hand Smoke Control Ordinance.

ATTACHMENTS:

Second Hand Smoke PowerPoint

Chapter 8.12 Second-Hand Smoke Control

Calabasas City Council Meeting
December 13, 2017



- Calabasas became the first City in the nation to restrict smoking in February 15, 2006
- There are now 1415 cities and counties with similar laws, in 42 states and the District of Columbia
- The Ordinance was amended January 16, 2008 to require 80% of multi-family apartments to be designated as non-smoking units

City Website



COMPREHENSIVE SECOND-HAND SMOKE CONTROL ORDINANCE





THE CALABASAS CITY COUNCIL unanimously voted to adopt a Comprehensive Second-Hand Smoke Control Ordinance on February 15, 2006 by a 5-0 vote. The ordinance, which went into effect on March 17, 2006, limits public exposure to secondhand smoke in public areas within the City.

On January 16, 2008 the Calabasas City Council unanimously voted to adopt Ordinance No. 2008-239 that would regulate smoking in and around rental housing in Calabasas. The ordinance went into effect on February 16, 2008 and the ordinance will be phased in through January 2012.

Secondhand Smoke in Multi-Family Rental Housing

Multi-Family Rental Smoking Ordinance Facts Ordinance No. 2008-239 (.pdf) January 16, 2008 Press Release (.pdf) December 12, 2007 Council Video January 16, 2008 Council Video SMOKE FREE Apartments LA

Comprehensive Second-Hand Smoke Control Ordinance

Ordinance No. 2006-217 (.pdf) Frequently Asked Questions Secondhand Smoke Facts Feb. 1, 2006 Council Video Designated Smoking Area Application (.pdf) Feb. 15, 2006 Council Video March 15, 2006 Press Release (.pdf) Feb. 15, 2006 Media Advisory (.pdf)

March 15, 2006 Press Conference Photos Comprehensive Secondhand Smoke Ordinance Brochure (.pdf)

March 15, 2006 Press Conference Video

WHAT ARE THE SIGNS & WHAT DO THEY MEAN?

- The Ordinance Prohibits Smoking throughout Calabasas, with the following exceptions:
 - Private residences
 - Up to 20% of hotel guestrooms
 - Up to 20% of apartment units
 - Shopping Mall common areas
 - Outdoor areas in which no non-smoker is present and it is not reasonable to expect another person
 - Designated Smoking Areas

The Ordinance allows designated areas for

smoking on private property

- At the discretion of the property owner/manager
- Free permit though the City
- Separates smokers from non-smokers
- Protects individual rights







Enforcement Responsibilities

- The first line of enforcement is with the public!
- For private property, enforcement falls to the entity with legal or de-facto control
- Code Enforcement Officers are the third line of enforcement
- The Sherriff may also enforce this law

Enforcement Responsibilities

- If you were dining outside and saw someone smoking...
 - Ask them to stop
 - Ask a waiter to ask them to stop
 - Ask the manager to have them stop
 - Notify the property owner/manager/security
 - Call City Code Enforcement



Enforcement Responsibilities

- The code permits any person acting for the interests of themselves, or of the general public, to bring a civil action to enforce this law
 - Requires 60 day written notice to the City and the violator
 - If the City elects to pursue the case, it may not be filed
 - City or the Court must agree that the settlement is reasonable

Second-Hand Smoke Control

- Penalties for violations:
 - Fines (\$100, \$200 or \$500 per day)
 - Civil lawsuit
 - Criminal Complaint (misdemeanor)
- Code Enforcement strives to educate violators and seek voluntary compliance
- Only one significant violation in 11 years
- Complaints are minimal



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Check No.	Check Date	Vendor Name	Check Description	Amount	Department
Administrat	ive Services				
100364	11/10/2017	US BANK	VISA- KING'S FISH HOUSE	126.13	Administrative Services
100494	11/21/2017	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	31.37	Administrative Services
100474	11/21/2017	PETTY CASH-CITY HALL	REPLENISH PETTY CASH	30.82	Administrative Services
100474	11/21/2017	PETTY CASH-CITY HALL	REPLENISH PETTY CASH	5.00	Administrative Services
		Total Amount for 4 Line Item(s) from Administration	rative Services	\$193.32	
Boards and	Commissions				
100364	11/10/2017	US BANK	VISA- RALPHS	44.12	Boards and Commissions
		Total Amount for 1 Line Item(s) from Boards and	nd Commissions	\$44.12	
City Attorne	ey				
100379	11/15/2017	COLANTUONO, HIGHSMITH &	GENERAL SERVICES	12,346.21	City Attorney
100379	11/15/2017	COLANTUONO, HIGHSMITH &	LABOR & EMPLOYMENT	4,930.00	City Attorney
100379	11/15/2017	COLANTUONO, HIGHSMITH &	MALIBU CANYON ASSOCIATION	1,443.00	City Attorney
100379	11/15/2017	COLANTUONO, HIGHSMITH &	2015 ANNEXATION	1,373.00	City Attorney
100271	11/1/2017	HOPKINS & CARLEY	LEGAL SERVICES	364.00	City Attorney
100453	11/21/2017	HOPKINS & CARLEY	LEGAL SERVICES	324.50	City Attorney
100379	11/15/2017	COLANTUONO, HIGHSMITH &	D'EGIDIO HOMES	50.00	City Attorney
		Total Amount for 7 Line Item(s) from City Atto	rney	\$20,830.71	
City Clerk					
100364	11/10/2017	US BANK	VISA- EMBASSY SUITES	348.22	City Clerk
100364	11/10/2017	US BANK	VISA- IIMC	200.00	City Clerk
100474	11/21/2017	PETTY CASH-CITY HALL	REPLENISH PETTY CASH	81.00	City Clerk
100474	11/21/2017	PETTY CASH-CITY HALL	REPLENISH PETTY CASH	28.35	City Clerk
100474	11/21/2017	PETTY CASH-CITY HALL	REPLENISH PETTY CASH	7.28	City Clerk
100364	11/10/2017	US BANK	VISA- APPLE STORE	6.99	City Clerk
100364	11/10/2017	US BANK	VISA- STAPLES	-22.17	City Clerk
		Total Amount for 7 Line Item(s) from City Cler	k	\$649.67	

City Council

APPROVED BY CITY MANAGER:

City of Calabasas - Finance Department



Bank: BANK OF AMERICA - OPERATING Reporting Period: 11/01/2017 to 11/21/2017 Date: 11/27/2017 Time: 4:45:45PM Page 2 of 23

Check No.	Check Date	Vendor Name	Check Description	Amount	Department
100365	11/14/2017	SCOTT ROEB	CATERING- SOTC	5,190.30	City Council
100364	11/10/2017	US BANK	VISA- KL WINE	1,842.03	City Council
100308	11/2/2017	STILLPOINT FAMILY RESOURCES	DONATION	450.00	City Council
100364	11/10/2017	US BANK	VISA- BOYS & GIRLS CLUB	200.00	City Council
100257	11/1/2017	BOZAJIAN/JAMES R.//	REIMB OFFICE SUPPLIES	191.36	City Council
100364	11/10/2017	US BANK	VISA- CALABASAS SELF STORAGE	184.00	City Council
100440	11/21/2017	CONEJO AWARDS	PLAQUE & GAVEL	112.56	City Council
100380	11/15/2017	CONEJO AWARDS	CITIZEN OF THE YEAR PLAQUE	102.96	City Council
100364	11/10/2017	US BANK	VISA- CONEJO VALLEY CHAMBER	45.00	City Council
100364	11/10/2017	US BANK	VISA- CONEJO VALLEY CHAMBER	45.00	City Council
100364	11/10/2017	US BANK	VISA- AGOURA HILLS REC DEPT	27.00	City Council
100350	11/8/2017	SHAPIRO/DAVID//	REIMB BUSINESS EXPENSES	12.00	City Council
		Total Amount for 12 Line Item(s) from City Cou	ıncil	\$8,402.21	
City Manage	ement				
100364	11/10/2017	US BANK	VISA- SHERATON HOTEL	800.56	City Management
100364	11/10/2017	US BANK	VISA- SHERATON HOTEL	755.08	City Management
100364	11/10/2017	US BANK	VISA- LA PAZ RESTAURANT	240.00	City Management
100364	11/10/2017	US BANK	VISA- LOVI'S DELI	200.48	City Management
100364	11/10/2017	US BANK	VISA- JERSEY MIKES	141.71	City Management
100364	11/10/2017	US BANK	VISA- MISSION HILLS FLORIST	137.18	City Management
100364	11/10/2017	US BANK	VISA- TOSCA NOVA	116.36	City Management
100364	11/10/2017	US BANK	VISA- PEDALERS FORK	78.37	City Management
100364	11/10/2017	US BANK	VISA- AMERICAN IN BLOOM	50.00	City Management
100364	11/10/2017	US BANK	VISA- SOUTHWEST PARKING	40.00	City Management
100474	11/21/2017	PETTY CASH-CITY HALL	REPLENISH PETTY CASH	37.00	City Management
100364	11/10/2017	US BANK	VISA- RITE AID	36.02	City Management
100364	11/10/2017	US BANK	VISA- ALBERTSONS	27.29	City Management
100364	11/10/2017	US BANK	VISA- PINGG.COM	10.00	City Management
		Total Amount for 14 Line Item(s) from City Man	nagement	\$2,670.05	
Civic Center	· O&M				
100296	11/1/2017	SANDSTONE CONSTRUCTION GROUP	STAIR REPAIRS	21,000.00	Civic Center O&M
100482	11/21/2017	SANDSTONE CONSTRUCTION GROUP	STAIR REPAIRS	10,100.00	Civic Center O&M
100482	11/21/2017	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	6,308.67	Civic Center O&M
100270	11,1/2017	SOCIILIA CILII GIUII LDIBOII	LLLC THE BLK, TOL	0,500.07	Città Comoi Gairi



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Check No.	Check Date	Vendor Name	Check Description Amo	unt	Department
100298	11/1/2017	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE 5,100	0.63	Civic Center O&M
100388	11/15/2017	HAYNES BUILDING SERVICES, LLC	JANITORIAL SERVICES 2,806	.79	Civic Center O&M
100449	11/21/2017	HAYNES BUILDING SERVICES, LLC	JANITORIAL SERVICES 1,845	.96	Civic Center O&M
100497	11/21/2017	WAXIE SANITARY SUPPLY	JANITORIAL SERVICES 793	3.23	Civic Center O&M
100334	11/8/2017	MAJESTIC FIRE INC.	FIRE SPRINKLER SERVICE 666	.67	Civic Center O&M
100334	11/8/2017	MAJESTIC FIRE INC.	FIRE SPRINKLER SERVICE 666	.67	Civic Center O&M
100260	11/1/2017	CIRCULATING AIR, INC.	HVAC MAINTENANCE 558	3.50	Civic Center O&M
100260	11/1/2017	CIRCULATING AIR, INC.	HVAC MAINTENANCE 558	3.50	Civic Center O&M
100403	11/15/2017	SOUTHERN CALIFORNIA GAS CO	GAS SERVICE 513	3.70	Civic Center O&M
100384	11/15/2017	EMERALD COAST PLANTSCAPES, INC	PLANT MAINTENANCE- CITY HALL 500	0.00	Civic Center O&M
100364	11/10/2017	US BANK	VISA- AMAZON.COM 477	.53	Civic Center O&M
100403	11/15/2017	SOUTHERN CALIFORNIA GAS CO	GAS SERVICE 415	.33	Civic Center O&M
100444	11/21/2017	EMERALD COAST PLANTSCAPES, INC	PLANT MAINTENANCE- LIBRARY 250	0.00	Civic Center O&M
100399	11/15/2017	SECURAL SECURITY CORP	PATROL CAR SERVICES- CITY 235	5.71	Civic Center O&M
100399	11/15/2017	SECURAL SECURITY CORP	PATROL CAR SERVICES- CITY 235	5.71	Civic Center O&M
100364	11/10/2017	US BANK	VISA- HOME DEPOT 219	.98	Civic Center O&M
100364	11/10/2017	US BANK	VISA- ROADSIDE LUMBER 110	0.80	Civic Center O&M
100364	11/10/2017	US BANK	VISA- ROADSIDE LUMBER 110	0.80	Civic Center O&M
100364	11/10/2017	US BANK	VISA- HOME DEPOT 90).49	Civic Center O&M
100364	11/10/2017	US BANK	VISA- LOWES 26	5.26	Civic Center O&M
100364	11/10/2017	US BANK	VISA- LOWES 26	5.26	Civic Center O&M
100474	11/21/2017	PETTY CASH-CITY HALL	REPLENISH PETTY CASH 22	2.27	Civic Center O&M
100364	11/10/2017	US BANK	VISA- BEST BUY 21	.44	Civic Center O&M
100364	11/10/2017	US BANK	VISA- RITE AID	2.90	Civic Center O&M
100364	11/10/2017	US BANK	VISA- RITE AID	2.89	Civic Center O&M
		Total Amount for 28 Line Item(s) from Civic Cente	r O&M \$53,667	.69	
Community	<u>Development</u>				
100394	11/15/2017	M6 CONSULTING, INC.	PLAN CHECK SERVICES 65,256	.87	Community Development
100333	11/8/2017	M6 CONSULTING, INC.	INSPECTION SERVICES 18,532	2.50	Community Development
100432	11/21/2017	CALABASAS CREST LTD	R.A.P DEC 2017 6,426	00.	Community Development
100333	11/8/2017	M6 CONSULTING, INC.	PERMIT SERVICES 5,670	0.00	Community Development
100383	11/15/2017	EDGESOFT, INC.	SOFTWARE MAINTENANCE 4,000	0.00	Community Development
100267	11/1/2017	DAPEER, ROSENBLIT & LITVAK	LEGAL SERVICES 3,029	.43	Community Development
100364	11/10/2017	US BANK	VISA- AIRBNB 1,779	.78	Community Development
100364	11/10/2017	US BANK	VISA- AIA 805	00.5	Community Development



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Check No.	Check Date	Vendor Name	Check Description	Amount	Department
100364	11/10/2017	US BANK	VISA- GREENBUILD CONF	675.00	Community Development
100364	11/10/2017	US BANK	VISA- VIRGIN AIRLINES	334.40	Community Development
100278	11/1/2017	LEVY/ESTHER//	R.A.P NOV 2017	218.00	Community Development
100446	11/21/2017	FLEYSHMAN/ALBERT//	R.A.P DEC 2017	218.00	Community Development
100464	11/21/2017	MEDVETSKY/LINA//	R.A.P DEC 2017	218.00	Community Development
100451	11/21/2017	HENDERSON/LYN//	R.A.P DEC 2017	218.00	Community Development
100484	11/21/2017	SHAHIR/RAHIM//	R.A.P DEC 2017	218.00	Community Development
100499	11/21/2017	YAZDINIAN/SUSAN//	R.A.P DEC 2017	218.00	Community Development
100466	11/21/2017	MILES/AUDREY//	R.A.P DEC 2017	218.00	Community Development
100462	11/21/2017	LEVY/ESTHER//	R.A.P DEC 2017	218.00	Community Development
100494	11/21/2017	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	179.24	Community Development
100266	11/1/2017	CYBERCOPY	COPY/PRINTING SERVICE	137.70	Community Development
100364	11/10/2017	US BANK	VISA- ICC	135.00	Community Development
100302	11/1/2017	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	120.10	Community Development
100474	11/21/2017	PETTY CASH-CITY HALL	REPLENISH PETTY CASH	116.57	Community Development
100364	11/10/2017	US BANK	VISA- APA	105.00	Community Development
100390	11/15/2017	ICC VENTURA CHAPTER	ICC MEMBERSHIP- S. COHEN	100.00	Community Development
100266	11/1/2017	CYBERCOPY	COPY/PRINTING SERVICE	68.71	Community Development
100325	11/8/2017	CYBERCOPY	COPY/PRINTING SERVICE	58.53	Community Development
100325	11/8/2017	CYBERCOPY	COPY/PRINTING SERVICE	57.76	Community Development
100389	11/15/2017	ICC L.A. BASIN CHAPTER	2015 IBC TRAINING	50.00	Community Development
100266	11/1/2017	CYBERCOPY	COPY/PRINTING SERVICE	49.55	Community Development
100325	11/8/2017	CYBERCOPY	COPY/PRINTING SERVICE	49.33	Community Development
100266	11/1/2017	CYBERCOPY	COPY/PRINTING SERVICE	45.61	Community Development
100266	11/1/2017	CYBERCOPY	COPY/PRINTING SERVICE	36.68	Community Development
100325	11/8/2017	CYBERCOPY	COPY/PRINTING SERVICE	36.68	Community Development
100325	11/8/2017	CYBERCOPY	COPY/PRINTING SERVICE	36.68	Community Development
100474	11/21/2017	PETTY CASH-CITY HALL	REPLENISH PETTY CASH	36.00	Community Development
100266	11/1/2017	CYBERCOPY	COPY/PRINTING SERVICE	26.83	Community Development
100274	11/1/2017	L.A. CO. ASSESSOR	MAPS AND POSTAGE	23.54	Community Development
100325	11/8/2017	CYBERCOPY	COPY/PRINTING SERVICE	23.16	Community Development
100266	11/1/2017	CYBERCOPY	COPY/PRINTING SERVICE	20.09	Community Development
100266	11/1/2017	CYBERCOPY	COPY/PRINTING SERVICE	11.28	Community Development
100325	11/8/2017	CYBERCOPY	COPY/PRINTING SERVICE	11.00	Community Development
100325	11/8/2017	CYBERCOPY	COPY/PRINTING SERVICE	10.90	Community Development
100364	11/10/2017	US BANK	VISA- STAPLES	-13.38	Community Development



Bank: BANK OF AMERICA - OPERATING Reporting Period: 11/01/2017 to 11/21/2017 Date: 11/27/2017 Time: 4:45:45PM Page 5 of 23

Check No.	Check Date	Vendor Name	Check Description	Amount	Department
		Total Amount for 44 Line Item(s) from Commu	unity Development	\$109,785.54	
Community	Services				
100247	11/1/2017	A RENTAL CONNECTION	EQUIPMENT RENTAL -PUMPKIN FEST	7,919.84	Community Services
100247	11/1/2017	A RENTAL CONNECTION	EQUIPMENT RENTAL -PUMPKIN FEST	6,993.86	Community Services
100344	11/8/2017	R P BARRICADE INC	EQUIPMENT RENTAL- PUMPKIN FEST	6,210.99	Community Services
100489	11/21/2017	THORNTON/JOHN PAUL//	RECREATION INSTRUCTOR	4,130.00	Community Services
100410	11/15/2017	UNITED SITE SERVICES OF CA INC	PORTABLE TOILET RENTAL	3,531.96	Community Services
100477	11/21/2017	PRODRYERS	WATER FOUNTAIN	3,528.98	Community Services
100301	11/1/2017	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- SCHL	3,158.66	Community Services
100406	11/15/2017	SUPER SOCCER STARS	RECREATION INSTRUCTOR	2,933.00	Community Services
100398	11/15/2017	REPTILE FAMILY	ENTERTAINMENT- PUMPKIN FEST	2,600.00	Community Services
100395	11/15/2017	PARKER-ANDERSON ENRICHMENT	RECREATION INSTRUCTOR	2,532.88	Community Services
100283	11/1/2017	MCCORMICK AMBULANCE	AMBULANCE SERVICE	2,516.87	Community Services
100248	11/1/2017	ALLIANT INSURANCE SERVICES INC	SPECIAL EVENTS INS- PUMPKIN	2,470.00	Community Services
100431	11/21/2017	BROWN & BROWN FENCE CO	WINDSCREEN	2,450.00	Community Services
100404	11/15/2017	SPORTS N MORE	RECREATION INSTRUCTOR	2,156.00	Community Services
100298	11/1/2017	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	2,013.41	Community Services
100364	11/10/2017	US BANK	VISA- DAN'S SUPER SUBS	1,931.20	Community Services
100388	11/15/2017	HAYNES BUILDING SERVICES, LLC	JANITORIAL SERVICES	1,311.37	Community Services
100353	11/8/2017	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	1,289.92	Community Services
100298	11/1/2017	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	1,163.90	Community Services
100329	11/8/2017	JACOBS/SAUL//	RECREATION INSTRUCTOR	1,155.00	Community Services
100467	11/21/2017	MOMENTUM ACADEMIES	RECREATION INSTRUCTOR	1,001.00	Community Services
100364	11/10/2017	US BANK	VISA- COSTCO	990.63	Community Services
100385	11/15/2017	ENGINEERING FOR KIDS	RECREATION INSTRUCTOR	959.00	Community Services
100491	11/21/2017	VAROL/DIANA//	RECREATION INSTRUCTOR	892.50	Community Services
100304	11/1/2017	WAXIE SANITARY SUPPLY	JANITORIAL SERVICES	863.01	Community Services
100438	11/21/2017	CLEANSTREET INC	STREET CLEAN-UP	807.50	Community Services
100485	11/21/2017	SHALEV/ ALINA//	RECREATION INSTRUCTOR	704.08	Community Services
100498	11/21/2017	WEINSTOCK/ARLENE//	RECREATION INSTRUCTOR	693.00	Community Services
100323	11/8/2017	CIRCOTEMP INC	A/C UNIT MAINT/REPAIRS	680.00	Community Services
100364	11/10/2017	US BANK	VISA- DESCANSO GARDENS	675.00	Community Services
100334	11/8/2017	MAJESTIC FIRE INC.	FIRE SPRINKLER SERVICE	666.66	Community Services
100364	11/10/2017	US BANK	VISA- ADVANCED SIGN & BANNER	658.13	Community Services
100364	11/10/2017	US BANK	VISA- CALABASAS SELF STORAGE	658.00	Community Services



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Check No.	Check Date	Vendor Name	Check Description	Amount	Department
100439	11/21/2017	COMMERCIAL MAINTENANCE	JANITORIAL SERVICES	615.00	Community Services
100364	11/10/2017	US BANK	VISA- DIY	568.46	Community Services
100305	11/1/2017	WELLER/VALERIE//	RECREATION INSTRUCTOR	540.00	Community Services
100291	11/1/2017	QUALITY PARKING SERVICE, INC	PARKING SERVICE- PUMPKIN FEST	510.00	Community Services
100382	11/15/2017	DNA ELECTRIC	ELECTRICAL REPAIRS	500.00	Community Services
100496	11/21/2017	WATERS/MARQUITA//	RECREATION INSTRUCTOR	499.80	Community Services
100458	11/21/2017	KOBLICK/WENDY SUE//	RECREATION INSTRUCTOR	490.00	Community Services
100399	11/15/2017	SECURAL SECURITY CORP	PATROL CAR SERVICES- GATES/GRP	465.94	Community Services
100364	11/10/2017	US BANK	VISA- HOME DEPOT	456.35	Community Services
100401	11/15/2017	SENDOWSKI/SHULAMIT//	RECREATION INSTRUCTOR	420.00	Community Services
100488	11/21/2017	TANENBAUM/PATTY//	RECREATION INSTRUCTOR	420.00	Community Services
100261	11/1/2017	CLARK PEST CONTROL	PEST CONTROL SERVICES	400.00	Community Services
100364	11/10/2017	US BANK	VISA- VINEYARD TOURS	396.00	Community Services
100364	11/10/2017	US BANK	VISA- ETSY	386.40	Community Services
100364	11/10/2017	US BANK	VISA- COFFEE WHOLESALE USA	358.32	Community Services
100364	11/10/2017	US BANK	VISA- PARTY CITY	346.83	Community Services
100250	11/1/2017	ASCAP	MUSIC LICENSE FY 17/18	345.38	Community Services
100364	11/10/2017	US BANK	VISA- SHARKEY'S RESTAURANT	339.30	Community Services
100364	11/10/2017	US BANK	VISA- L.A. COUNTY	321.85	Community Services
100364	11/10/2017	US BANK	VISA- PARKWAY KABOB	314.00	Community Services
100424	11/21/2017	AT&T	TELEPHONE SERVICE	300.36	Community Services
100397	11/15/2017	PAY PHONES NORTH INC	PAYPHONE SERVICE-DE ANZA/GRAPE	300.00	Community Services
100252	11/1/2017	AT&T	TELEPHONE SERVICE	299.51	Community Services
100355	11/8/2017	TANENBAUM/PATTY//	RECREATION INSTRUCTOR	280.00	Community Services
100364	11/10/2017	US BANK	VISA- PROFIX APPLIANCES	276.22	Community Services
100354	11/8/2017	STOLZMAN/MARILYN//	RECREATION INSTRUCTOR	269.50	Community Services
100364	11/10/2017	US BANK	VISA- VONS	243.20	Community Services
100364	11/10/2017	US BANK	VISA- CORNER BAKERY	230.00	Community Services
100323	11/8/2017	CIRCOTEMP INC	A/C UNIT MAINT/REPAIRS	225.00	Community Services
100321	11/8/2017	CAYNE/STACIE//	RECREATION INSTRUCTOR	220.50	Community Services
100323	11/8/2017	CIRCOTEMPINC	A/C UNIT MAINT/REPAIRS	216.00	Community Services
100364	11/10/2017	US BANK	VISA- SHARKEY'S RESTAURANT	209.76	Community Services
100364	11/10/2017	US BANK	VISA- JOANN STORE	206.84	Community Services
100364	11/10/2017	US BANK	VISA- INT'L PRINTING	206.00	Community Services
100427	11/21/2017	BARRIS/BEVERLY//	RECREATION INSTRUCTOR	204.80	Community Services
100364	11/10/2017	US BANK	VISA- HARBOR FREIGHTS	200.83	Community Services
100456	11/21/2017	JARRETT/RICK//	RECREATION INSTRUCTOR	200.00	Community Services



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Check No.	Check Date	Vendor Name	Check Description	Amount	Department
100323	11/8/2017	CIRCOTEMP INC	A/C UNIT MAINT/REPAIRS	198.00	Community Services
100364	11/10/2017	US BANK	VISA- BARGAIN BALLOONS	190.52	Community Services
100364	11/10/2017	US BANK	VISA- AMAZON.COM	187.50	Community Services
100364	11/10/2017	US BANK	VISA- CORNER BAKERY	187.00	Community Services
100384	11/15/2017	EMERALD COAST PLANTSCAPES, INC	PLANT MAINTENANCE- SR CTR	185.00	Community Services
100301	11/1/2017	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- SCHL	171.04	Community Services
100364	11/10/2017	US BANK	VISA- DOMINO'S PIZZA	170.38	Community Services
100403	11/15/2017	SOUTHERN CALIFORNIA GAS CO	GAS SERVICE	163.94	Community Services
100399	11/15/2017	SECURAL SECURITY CORP	PATROL CAR SERVICES- CITY	162.00	Community Services
100364	11/10/2017	US BANK	VISA- WALMART	161.94	Community Services
100364	11/10/2017	US BANK	VISA- AMAZON.COM	160.03	Community Services
100364	11/10/2017	US BANK	VISA- B&H PHOTO	155.95	Community Services
100304	11/1/2017	WAXIE SANITARY SUPPLY	JANITORIAL SERVICES	153.51	Community Services
100364	11/10/2017	US BANK	VISA- OTC BRANDS	150.94	Community Services
100364	11/10/2017	US BANK	VISA- PEACH JAR	150.00	Community Services
100364	11/10/2017	US BANK	VISA- SMART & FINAL	148.89	Community Services
100364	11/10/2017	US BANK	VISA- HOME DEPOT	148.63	Community Services
100297	11/1/2017	SECURAL SECURITY CORP	SECURITY- FOUNDERS HALL	147.70	Community Services
100364	11/10/2017	US BANK	VISA- DIRECT TV	145.66	Community Services
100364	11/10/2017	US BANK	VISA- TICO'S TACOS	137.42	Community Services
100364	11/10/2017	US BANK	VISA- ARCTIC GLACIER	136.12	Community Services
100399	11/15/2017	SECURAL SECURITY CORP	PATROL CAR SERVICES- DE ANZA	135.00	Community Services
100364	11/10/2017	US BANK	VISA- THE BROAD	135.00	Community Services
100364	11/10/2017	US BANK	VISA- ANGEL APPLIANCE	129.95	Community Services
100364	11/10/2017	US BANK	VISA- MICHAELS STORE	126.72	Community Services
100364	11/10/2017	US BANK	VISA- BARON BARCLAY	125.65	Community Services
100364	11/10/2017	US BANK	VISA- CAMARILLO RANCH	125.00	Community Services
100364	11/10/2017	US BANK	VISA- MICHAEL'S PIZZA	123.06	Community Services
100364	11/10/2017	US BANK	VISA- RESTROOM STRATEGIC	119.98	Community Services
100364	11/10/2017	US BANK	VISA- 7 ELEVEN	117.21	Community Services
100364	11/10/2017	US BANK	VISA- HOME DEPOT	111.68	Community Services
100364	11/10/2017	US BANK	VISA- TARGET	107.85	Community Services
100364	11/10/2017	US BANK	VISA- GOT HOBBY INC	106.30	Community Services
100324	11/8/2017	CLARK PEST CONTROL	PEST CONTROL SERVICES	105.00	Community Services
100358	11/8/2017	UNITED SITE SERVICES OF CA INC	PORTABLE TOILET RENTAL	103.19	Community Services
100364	11/10/2017	US BANK	VISA- DS SERVICES	98.06	Community Services
100362	11/8/2017	WAXIE SANITARY SUPPLY	JANITORIAL SERVICES	95.81	Community Services



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Check No.	Check Date	Vendor Name	Check Description	Amount	Department
100424	11/21/2017	AT&T	TELEPHONE SERVICE	94.98	Community Services
100364	11/10/2017	US BANK	VISA- STUMPS	92.75	Community Services
100364	11/10/2017	US BANK	VISA- IN N OUT	90.45	Community Services
100364	11/10/2017	US BANK	VISA- PARTY CITY	89.92	Community Services
100364	11/10/2017	US BANK	VISA- ZENNIX LIFE	87.15	Community Services
100342	11/8/2017	PORT-A-STOR INC.	STORAGE - A E WRIGHT	85.00	Community Services
100342	11/8/2017	PORT-A-STOR INC.	STORAGE - LUPIN HILL	85.00	Community Services
100364	11/10/2017	US BANK	VISA- HOMEGOODS	83.17	Community Services
100364	11/10/2017	US BANK	VISA- TRADER JOE'S	82.64	Community Services
100364	11/10/2017	US BANK	VISA- DOAN'S DESSERT	82.50	Community Services
100364	11/10/2017	US BANK	VISA- BA BA HA	75.58	Community Services
100364	11/10/2017	US BANK	VISA- DIY	75.52	Community Services
100424	11/21/2017	AT&T	TELEPHONE SERVICE	72.26	Community Services
100332	11/8/2017	LUGO/SHARLENE//	RECREATION INSTRUCTOR	72.00	Community Services
100364	11/10/2017	US BANK	VISA- DANS SUPER SUBS	71.75	Community Services
100364	11/10/2017	US BANK	VISA- LOWES	70.54	Community Services
100369	11/15/2017	AT&T	TELEPHONE SERVICE	68.49	Community Services
100445	11/21/2017	FILICE/LANA//	REIMB MILEAGE - OCT 17	68.37	Community Services
100364	11/10/2017	US BANK	VISA- SOMIS NUT HOUSE	67.68	Community Services
100364	11/10/2017	US BANK	VISA- COSTCO	67.25	Community Services
100364	11/10/2017	US BANK	VISA- HOME DEPOT	65.66	Community Services
100419	11/21/2017	ACCURATE FIRST AID SERVICES	FIRST AID SUPPLIES	60.36	Community Services
100364	11/10/2017	US BANK	VISA- MICHAELS STORE	60.35	Community Services
100364	11/10/2017	US BANK	VISA- MICHAELS	51.05	Community Services
100302	11/1/2017	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	50.98	Community Services
100364	11/10/2017	US BANK	VISA- PEACH JAR	50.00	Community Services
100364	11/10/2017	US BANK	VISA- MICHAELS STORE	49.17	Community Services
100441	11/21/2017	DEPARTMENT OF JUSTICE	STAFF FINGERPRINTING APPS	49.00	Community Services
100437	11/21/2017	CLARK PEST CONTROL	PEST CONTROL SERVICES	45.00	Community Services
100364	11/10/2017	US BANK	VISA- CONSTANT CONTACT	45.00	Community Services
100364	11/10/2017	US BANK	VISA- RD FOUR	44.95	Community Services
100364	11/10/2017	US BANK	VISA- ALBERTSONS	37.87	Community Services
100364	11/10/2017	US BANK	VISA- CALABASAS SINCLAIR	37.26	Community Services
100364	11/10/2017	US BANK	VISA- SMART & FINAL	26.36	Community Services
100364	11/10/2017	US BANK	VISA- COAST RV	24.04	Community Services
100364	11/10/2017	US BANK	VISA- AMAZON.COM	23.96	Community Services
100364	11/10/2017	US BANK	VISA- PARTY CITY	23.55	Community Services



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Check No.	Check Date	Vendor Name	Check Description	Amount	Department
100364	11/10/2017	US BANK	VISA- DIY	22.97	Community Services
100364	11/10/2017	US BANK	VISA- AGOURA LOCK TECH	21.86	Community Services
100304	11/1/2017	WAXIE SANITARY SUPPLY	JANITORIAL SERVICES	20.65	Community Services
100364	11/10/2017	US BANK	VISA- GELSON'S MARKET	18.81	Community Services
100364	11/10/2017	US BANK	VISA- HOT SAUCE STOP	18.43	Community Services
100364	11/10/2017	US BANK	VISA- RALPHS	17.43	Community Services
100364	11/10/2017	US BANK	VISA- 99 CENTS STORE	16.09	Community Services
100331	11/8/2017	LIVESCAN	FINGERPRINTING SERVICES	15.00	Community Services
100364	11/10/2017	US BANK	VISA- RALPHS	13.88	Community Services
100364	11/10/2017	US BANK	VISA- KAKE KREATIONS	13.57	Community Services
100364	11/10/2017	US BANK	VISA- DOLLAR TREE	13.07	Community Services
100364	11/10/2017	US BANK	VISA- TARGET	10.71	Community Services
100364	11/10/2017	US BANK	VISA- RALPHS	7.19	Community Services
100364	11/10/2017	US BANK	VISA- DOLLAR TREE	6.57	Community Services
100364	11/10/2017	US BANK	VISA- CANVA	1.00	Community Services
100478	11/21/2017	PURE HEALTH SOLUTIONS, INC.	WATER SERVICE	0.87	Community Services
100364	11/10/2017	US BANK	VISA- LA CITY PARKING	0.25	Community Services
100364	11/10/2017	US BANK	VISA- AMC PROMENADE	-490.00	Community Services
		Total Amount for 162 Line Item(s) from Comm	nunity Services	\$92,362.04	
Finance					
100284	11/1/2017	MOSS, LEVY & HARTZHEIM	AUDIT WORK TO DATE FY 16/17	10,000.00	Finance
100309	11/8/2017	ADP, INC	PAYROLL PROCESSING	2,772.86	Finance
100285	11/1/2017	MUNISERVICES, LLC	CAFR REPORT SERVICES	2,250.00	Finance
100471	11/21/2017	OPENGOV, INC.	WEB APPLICATION	1,900.00	Finance
100450	11/21/2017	HDL, COREN & CONE INC.	PROPERTY TAX SERVICES	1,375.00	Finance
100309	11/8/2017	ADP, INC	PAYROLL PROCESSING	1,170.09	Finance
100420	11/21/2017	ACE BUSINESS MACHINES	ANNUAL MAINTENANCE	465.00	Finance
100340	11/8/2017	MUNISERVICES, LLC	SALES TAX COLLECTION FEE	443.60	Finance
100364	11/10/2017	US BANK	VISA- CSMFO	370.00	Finance
100364	11/10/2017	US BANK	VISA- MISSION INN	179.98	Finance
100360	11/8/2017	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	71.69	Finance
			MIGA ODICENI	32.16	Linonas
100364	11/10/2017	US BANK	VISA- SPIGEN	32.10	Finance
	11/10/2017 11/21/2017	US BANK PETTY CASH-CITY HALL	VISA- SPIGEN REPLENISH PETTY CASH	25.57	Finance
100364					



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		Total Amount for 15 Line Item(s) from Finance	e	\$21,094.44	
Klubhouse P	reschool				
100364	11/10/2017	US BANK	VISA- COSTCO	2,938.46	Klubhouse Preschool
100439	11/21/2017	COMMERCIAL MAINTENANCE	JANITORIAL SERVICES	1,435.00	Klubhouse Preschool
100364	11/10/2017	US BANK	VISA- COSTCO	526.67	Klubhouse Preschool
100323	11/8/2017	CIRCOTEMP INC	A/C UNIT MAINT/REPAIRS	525.00	Klubhouse Preschool
100323	11/8/2017	CIRCOTEMP INC	A/C UNIT MAINT/REPAIRS	504.00	Klubhouse Preschool
100323	11/8/2017	CIRCOTEMP INC	A/C UNIT MAINT/REPAIRS	462.00	Klubhouse Preschool
100364	11/10/2017	US BANK	VISA- HOME DEPOT	303.00	Klubhouse Preschool
100402	11/15/2017	SNAP-O-GRAM	РНОТО ВООТН	300.00	Klubhouse Preschool
100362	11/8/2017	WAXIE SANITARY SUPPLY	JANITORIAL SERVICES	223.57	Klubhouse Preschool
100364	11/10/2017	US BANK	VISA- TARGET	219.55	Klubhouse Preschool
100364	11/10/2017	US BANK	VISA- OTC BRANDS	195.16	Klubhouse Preschool
100424	11/21/2017	AT&T	TELEPHONE SERVICE	168.60	Klubhouse Preschool
100364	11/10/2017	US BANK	VISA- PARTY CITY	149.61	Klubhouse Preschool
100419	11/21/2017	ACCURATE FIRST AID SERVICES	FIRST AID SUPPLIES	140.85	Klubhouse Preschool
100302	11/1/2017	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	118.94	Klubhouse Preschool
100437	11/21/2017	CLARK PEST CONTROL	PEST CONTROL SERVICES	105.00	Klubhouse Preschool
100483	11/21/2017	SECURAL SECURITY CORP	SECURITY- HALLOWEEN	103.39	Klubhouse Preschool
		Total Amount for 17 Line Item(s) from Klubh	ouse Preschool	\$8,418.80	
<u>Library</u>					
100343	11/8/2017	PRENAX INC.	MAGAZINE SUBSCRIPTION	5,888.81	Library
100430	11/21/2017	BIBLIOTHECA, LLC	E-BOOKS	2,789.78	Library
100434	11/21/2017	CALIFA GROUP	SUBSCRIPTION DUES	2,544.63	Library
100317	11/8/2017	BIBLIOTHECA, LLC	E-BOOKS	2,479.58	Library
100256	11/1/2017	BIBLIOTHECA, LLC	E-BOOKS	2,050.52	Library
100317	11/8/2017	BIBLIOTHECA, LLC	E-BOOKS	1,740.37	Library
100476	11/21/2017	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- NOV 17	855.31	Library
100470	11/21/2017	OCLC, INC.	MEMBERSHIP DUES- SEP 2017	705.92	Library
100316	11/8/2017	BCC	LIFE & DISABILITY INS- NOV 17	436.05	Library
100272	11/1/2017	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	429.82	Library
100272	11/1/2017	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	374.81	Library
100364	11/10/2017	US BANK	VISA- COSTCO	357.18	Library



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Check No.	Check Date	Vendor Name	Check Description	Amount	Department
100272	11/1/2017	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	311.81	Library
100302	11/1/2017	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	305.67	Library
100300	11/1/2017	TIME WARNER CABLE	CABLE MODEM- LIBRARY	290.00	Library
100455	11/21/2017	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	271.72	Library
100455	11/21/2017	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	231.83	Library
100252	11/1/2017	AT&T	TELEPHONE SERVICE	197.98	Library
100480	11/21/2017	RECORDED BOOKS, LLC	E- AUDIO BOOKS	197.60	Library
100348	11/8/2017	ROTHSCHILD/NANCY//	LIBRARY REFUND	182.00	Library
100294	11/1/2017	RECORDED BOOKS, LLC	BOOKS ON CD	156.61	Library
100319	11/8/2017	CANON FINANCIAL SERVICES INC	CANON COPIER LEASES	149.88	Library
100319	11/8/2017	CANON FINANCIAL SERVICES INC	CANON COPIER LEASES	149.88	Library
100428	11/21/2017	BARRY KAY ENTERPRISES, INC.	LIBRARY STAFF T-SHIRTS	144.46	Library
100272	11/1/2017	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	140.42	Library
100364	11/10/2017	US BANK	VISA- SMART & FINAL	138.76	Library
100294	11/1/2017	RECORDED BOOKS, LLC	BOOKS ON CD	135.48	Library
100315	11/8/2017	BAKER & TAYLOR	BOOKS-LIBRARY	129.40	Library
100455	11/21/2017	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	127.73	Library
100364	11/10/2017	US BANK	VISA- COSTCO	120.41	Library
100272	11/1/2017	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	102.72	Library
100480	11/21/2017	RECORDED BOOKS, LLC	E- AUDIO BOOKS	87.20	Library
100480	11/21/2017	RECORDED BOOKS, LLC	E- AUDIO BOOKS	87.20	Library
100480	11/21/2017	RECORDED BOOKS, LLC	E- AUDIO BOOKS	78.00	Library
100294	11/1/2017	RECORDED BOOKS, LLC	BOOKS ON CD	73.74	Library
100455	11/21/2017	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	68.27	Library
100455	11/21/2017	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	62.37	Library
100426	11/21/2017	BAKER & TAYLOR	BOOKS-LIBRARY	56.99	Library
100345	11/8/2017	RECORDED BOOKS, LLC	E- AUDIO BOOKS	56.90	Library
100480	11/21/2017	RECORDED BOOKS, LLC	E- AUDIO BOOKS	56.90	Library
100254	11/1/2017	BAKER & TAYLOR	BOOKS-LIBRARY	52.12	Library
100294	11/1/2017	RECORDED BOOKS, LLC	BOOKS ON CD	48.02	Library
100455	11/21/2017	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	46.58	Library
100345	11/8/2017	RECORDED BOOKS, LLC	BOOKS ON CD	45.55	Library
100455	11/21/2017	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	44.57	Library
100294	11/1/2017	RECORDED BOOKS, LLC	BOOKS ON CD	38.03	Library
100480	11/21/2017	RECORDED BOOKS, LLC	E- AUDIO BOOKS	37.60	Library
100455	11/21/2017	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	32.78	Library
100455	11/21/2017	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	32.15	Library



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Check No.	Check Date	Vendor Name	Check Description	Amount	Department
100465	11/21/2017	MIDWEST TAPE	DVD'S-LIBRARY	28.78	Library
100455	11/21/2017	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	27.95	Library
100315	11/8/2017	BAKER & TAYLOR	BOOKS-LIBRARY	22.06	Library
100294	11/1/2017	RECORDED BOOKS, LLC	E- AUDIO BOOKS	21.92	Library
100254	11/1/2017	BAKER & TAYLOR	BOOKS-LIBRARY	21.73	Library
100455	11/21/2017	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	17.73	Library
100455	11/21/2017	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	17.72	Library
100455	11/21/2017	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	16.51	Library
100455	11/21/2017	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	14.72	Library
100364	11/10/2017	US BANK	VISA- RITE AID	7.11	Library
100294	11/1/2017	RECORDED BOOKS, LLC	E- AUDIO BOOKS	-2.55	Library
		Total Amount for 60 Line Item(s) from Library		\$25,335.79	
LMD #22					
100411	11/15/2017	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	42,404.00	LMD #22
100461	11/21/2017	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	20,617.65	LMD #22
100411	11/15/2017	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	17,485.00	LMD #22
100411	11/15/2017	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	16,903.00	LMD #22
100314	11/8/2017	AZTECA LANDSCAPE	LANDSCAPE MAINTENANCE	9,366.00	LMD #22
100461	11/21/2017	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	9,035.71	LMD #22
100411	11/15/2017	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	8,925.55	LMD #22
100461	11/21/2017	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	6,782.95	LMD #22
100461	11/21/2017	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	6,181.44	LMD #22
100411	11/15/2017	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	5,995.00	LMD #22
100461	11/21/2017	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	5,681.07	LMD #22
100276	11/1/2017	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	5,624.75	LMD #22
100425	11/21/2017	AZTECA LANDSCAPE	LANDSCAPE MAINTENANCE	5,528.81	LMD #22
100493	11/21/2017	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	5,119.00	LMD #22
100314	11/8/2017	AZTECA LANDSCAPE	LANDSCAPE MAINTENANCE	4,620.00	LMD #22
100411	11/15/2017	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	3,685.00	LMD #22
100493	11/21/2017	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	3,594.00	LMD #22
100314	11/8/2017	AZTECA LANDSCAPE	LANDSCAPE MAINTENANCE	3,551.00	LMD #22
100341	11/8/2017	PACIFIC COAST FALCONRY INC.	BIRD CONTROL SERVICES	3,125.00	LMD #22
100461	11/21/2017	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	3,016.63	LMD #22
100493	11/21/2017	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	2,818.00	LMD #22
100461	11/21/2017	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	2,809.99	LMD #22



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Check No.	Check Date	Vendor Name	Check Description	Amount	Department
100461	11/21/2017	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	2,638.21	LMD #22
100411	11/15/2017	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	2,503.00	LMD #22
100493	11/21/2017	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	1,865.00	LMD #22
100493	11/21/2017	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	1,462.00	LMD #22
100461	11/21/2017	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	1,266.65	LMD #22
100461	11/21/2017	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	1,191.44	LMD #22
100411	11/15/2017	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	1,095.00	LMD #22
100411	11/15/2017	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	1,073.00	LMD #22
100493	11/21/2017	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	883.00	LMD #22
100411	11/15/2017	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	875.00	LMD #22
100411	11/15/2017	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	635.00	LMD #22
100411	11/15/2017	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	497.79	LMD #22
100411	11/15/2017	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	496.00	LMD #22
100461	11/21/2017	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	451.37	LMD #22
100353	11/8/2017	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	431.62	LMD #22
100298	11/1/2017	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	409.77	LMD #22
100411	11/15/2017	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	344.04	LMD #22
100298	11/1/2017	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	325.00	LMD #22
100461	11/21/2017	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	284.97	LMD #22
100461	11/21/2017	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	271.87	LMD #22
100298	11/1/2017	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	229.26	LMD #22
100411	11/15/2017	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	200.00	LMD #22
100411	11/15/2017	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	171.00	LMD #22
100411	11/15/2017	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	146.00	LMD #22
100411	11/15/2017	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	142.00	LMD #22
100353	11/8/2017	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	125.43	LMD #22
100476	11/21/2017	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- NOV 17	114.80	LMD #22
100316	11/8/2017	BCC	LIFE & DISABILITY INS- NOV 17	78.14	LMD #22
100298	11/1/2017	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	71.93	LMD #22
100298	11/1/2017	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	69.73	LMD #22
100298	11/1/2017	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	45.89	LMD #22
100433	11/21/2017	CALABASAS PARK ESTATES	WEED ABATEMENT INSPECTION	41.28	LMD #22
100298	11/1/2017	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	23.38	LMD #22
		Total Amount for 55 Line Item(s) from LMD #22		\$213,328.12	

LMD #24



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Check No.	Check Date	Vendor Name	Check Description	Amount	Department
100359	11/8/2017	VANDERGEEST LANDSCAPE CARE INC	LANDSCAPE MAINTENANCE	4,913.74	LMD #24
100461	11/21/2017	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	3,341.56	LMD #24
100298	11/1/2017	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	208.57	LMD #24
100476	11/21/2017	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- NOV 17	8.20	LMD #24
100316	11/8/2017	BCC	LIFE & DISABILITY INS- NOV 17	5.58	LMD #24
		Total Amount for 5 Line Item(s) from LMD #24	<u> </u>	\$8,477.65	
LMD #27					
100359	11/8/2017	VANDERGEEST LANDSCAPE CARE INC	LANDSCAPE MAINTENANCE	1,125.91	LMD #27
100298	11/1/2017	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	23.37	LMD #27
100476	11/21/2017	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- NOV 17	2.05	LMD #27
100316	11/8/2017	BCC	LIFE & DISABILITY INS- NOV 17	1.40	LMD #27
		Total Amount for 4 Line Item(s) from LMD #27		\$1,152.73	
LMD #32					
100461	11/21/2017	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	295.29	LMD #32
100298	11/1/2017	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	23.09	LMD #32
100476	11/21/2017	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- NOV 17	2.05	LMD #32
100316	11/8/2017	BCC	LIFE & DISABILITY INS- NOV 17	1.40	LMD #32
		Total Amount for 4 Line Item(s) from LMD #32		\$321.83	
LMD 22 - Co	ommon Benefit .	Area			
100280	11/1/2017	MARINE BIOCHEMISTS OF CA INC	LAKE MAINTENANCE	11,730.00	LMD 22 - Common Benefit Area
100461	11/21/2017	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	9,405.71	LMD 22 - Common Benefit Area
100411	11/15/2017	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	7,590.00	LMD 22 - Common Benefit Area
100461	11/21/2017	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	2,565.58	LMD 22 - Common Benefit Area
100461	11/21/2017	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	2,232.35	LMD 22 - Common Benefit Area
100298	11/1/2017	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	1,701.82	LMD 22 - Common Benefit Area
100298	11/1/2017	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	442.51	LMD 22 - Common Benefit Area
100461	11/21/2017	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	426.40	LMD 22 - Common Benefit Area
100476	11/21/2017	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- NOV 17	233.50	LMD 22 - Common Benefit Area
100298	11/1/2017	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	149.69	LMD 22 - Common Benefit Area
100316	11/8/2017	BCC	LIFE & DISABILITY INS- NOV 17	90.65	LMD 22 - Common Benefit Area



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Check Date	Vendor Name	Check Description	Amount	Department
	Total Amount for 11 Line Item(s) from LMD 22	- Common Benefit Area	\$36,568.21	
<u>ations</u>				
11/15/2017	VERIZON WIRELESS	TELEPHONE SERVICE	4,183.71	Media Operations
11/1/2017	CUSTOM MAILING SOLUTIONS	POSTAGE	2,593.20	Media Operations
11/21/2017	DSR AUDIO	SOUND/POWER- SOTC	2,000.00	Media Operations
11/1/2017	NICKERSON/LAURA//	CTV HOST SERVICES	1,890.00	Media Operations
11/8/2017	TELECOM LAW FIRM, P.C.	TELECOMM CONSULT SVCS	1,800.00	Media Operations
11/8/2017	SOLID WASTE SOLUTIONS, INC	FILM PERMITS/SERVICES	1,700.00	Media Operations
11/10/2017	US BANK	VISA- SCHOOL OUTFITTERS	1,411.71	Media Operations
11/8/2017	AT&T	TELEPHONE SERVICE	1,114.35	Media Operations
11/1/2017	CUSTOM PRINTING, INC.	POSTCARDS	986.12	Media Operations
11/10/2017	US BANK	VISA- AMAZON.COM	939.52	Media Operations
11/10/2017	US BANK	VISA- NETWORK SOLUTIONS	679.15	Media Operations
11/1/2017	KEY INFORMATION SYSTEMS, INC.	T-1 LINE MONTHLY FEE	578.77	Media Operations
11/15/2017	FRONT SIDE SOLUTIONS, INC.	AMX PROGRAM SUPPORT	475.00	Media Operations
11/8/2017	MEGAPATH CLOUD COMPANY	DSL SERVICE	443.65	Media Operations
11/10/2017	US BANK	VISA- SUPER MEDIA STORE	433.35	Media Operations
11/10/2017	US BANK	VISA- AMAZON.COM	427.42	Media Operations
11/1/2017	TIME WARNER CABLE	CABLE MODEM- CITY HALL	422.01	Media Operations
11/21/2017	TIME WARNER CABLE	CABLE MODEM- CITY HALL	422.01	Media Operations
11/1/2017	NATIONAL CAPTIONING INSTITUTE	CLOSED CAPTIONING SVCS	315.00	Media Operations
11/1/2017	TIME WARNER CABLE	CABLE MODEM- CITY HALL	309.62	Media Operations
11/21/2017	TIME WARNER CABLE	CABLE MODEM- CITY HALL	289.98	Media Operations
11/8/2017	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	279.19	Media Operations
11/10/2017	US BANK	VISA- AMAZON.COM	274.23	Media Operations
11/8/2017	CALNET TECHNOLOGY GROUP	LASER FISCHE PORTAL	200.00	Media Operations
11/8/2017	CALNET TECHNOLOGY GROUP	LASER FISCHE PORTAL	200.00	Media Operations
11/15/2017	AT&T	TELEPHONE SERVICE	164.24	Media Operations
11/10/2017	US BANK	VISA- PONG CASE	107.48	Media Operations
11/15/2017	TRIBUNE MEDIA SERVICES, LLC	CTV GUIDE LISTING	99.79	Media Operations
11/10/2017	US BANK	VISA- PONG CASE	96.73	Media Operations
11/10/2017	US BANK	VISA- SCAN NATOA	90.00	Media Operations
11/8/2017	CHARTER COMMUNICATIONS	CABLE MODEM- CITY HALL	85.25	Media Operations
11/15/2017	ACORN NEWSPAPER	CTV ADVERTISING	61.76	Media Operations
11/15/2017	ACORN NEWSPAPER	CTV ADVERTISING	61.76	Media Operations
	11/15/2017 11/12/2017 11/12/2017 11/12/2017 11/8/2017 11/8/2017 11/10/2017 11/10/2017 11/10/2017 11/15/2017 11/10/2017 11/10/2017 11/10/2017 11/12/2017 11/12/2017 11/12/2017 11/12/2017 11/12/2017 11/12/2017 11/12/2017 11/12/2017 11/12/2017 11/15/2017 11/15/2017 11/15/2017 11/15/2017 11/15/2017 11/15/2017 11/15/2017 11/10/2017 11/10/2017 11/10/2017 11/10/2017 11/10/2017 11/10/2017 11/10/2017 11/10/2017 11/10/2017 11/10/2017 11/10/2017 11/10/2017	### Total Amount for 11 Line Item(s) from LMD 22 ### LIVIS VERIZON WIRELESS 11/1/2017	Total Amount for 11 Line Item(s) from LMD 22 - Common Benefit Area	



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Check No.	Check Date	Vendor Name	Check Description	Amount	Department
100366	11/15/2017	ACORN NEWSPAPER	CTV ADVERTISING	61.76	Media Operations
100366	11/15/2017	ACORN NEWSPAPER	CTV ADVERTISING	61.76	Media Operations
100364	11/10/2017	US BANK	VISA- HYATT HOTEL	55.80	Media Operations
100364	11/10/2017	US BANK	VISA- CREATIVE CLOUD	49.99	Media Operations
100253	11/1/2017	AT&T MOBILITY	TELEPHONE SERVICE	47.01	Media Operations
100364	11/10/2017	US BANK	VISA- IN MOTION HOSTING	44.97	Media Operations
100474	11/21/2017	PETTY CASH-CITY HALL	REPLENISH PETTY CASH	24.00	Media Operations
100364	11/10/2017	US BANK	VISA- AMAZON.COM	13.99	Media Operations
100474	11/21/2017	PETTY CASH-CITY HALL	REPLENISH PETTY CASH	13.26	Media Operations
100364	11/10/2017	US BANK	VISA- LA TIMES	7.96	Media Operations
		Total Amount for 43 Line Item(s) from Media	Operations	\$25,515.50	
Non-Departr	<u>nental</u>				
100400	11/15/2017	SECURITY PAVING COMPANY INC	LVMWD WATER LINE	137,224.28	Non-Departmental
100373	11/15/2017	BLACKBOARD INC	ANNUAL SRVC FEE - CONNECT CTY	29,343.55	Non-Departmental
100347	11/8/2017	ROTARY CLUB OF CALABASAS	NEIGHBORS IN NEED PROGRAM	25,000.00	Non-Departmental
100399	11/15/2017	SECURAL SECURITY CORP	PARKING ENFORCEMENT	3,114.34	Non-Departmental
100338	11/8/2017	MICHAEL BAKER INTERNATIONAL	PROFESSIONAL SERVICES	2,651.25	Non-Departmental
100418	11/16/2017	DELOACH/DONNA//		2,500.00	Non-Departmental
100312	11/8/2017	ART SOUP LA	ART RENTAL	2,330.53	Non-Departmental
100364	11/10/2017	US BANK	VISA- LIFE STORE	2,035.00	Non-Departmental
100320	11/8/2017	CANON SOLUTIONS AMERICA, INC	COPIER SVC PROGRAM- JME16861	1,946.29	Non-Departmental
100319	11/8/2017	CANON FINANCIAL SERVICES INC	CANON COPIER LEASES	1,371.12	Non-Departmental
100364	11/10/2017	US BANK	VISA- COSTCO	516.31	Non-Departmental
100319	11/8/2017	CANON FINANCIAL SERVICES INC	CANON COPIER LEASES	445.41	Non-Departmental
100364	11/10/2017	US BANK	VISA- COSTCO	337.85	Non-Departmental
100293	11/1/2017	READYREFRESH BY NESTLE	WATER SERVICE	214.81	Non-Departmental
100364	11/10/2017	US BANK	VISA- COFFEE WHOLESALE USA	136.96	Non-Departmental
100364	11/10/2017	US BANK	VISA- SMART & FINAL	132.42	Non-Departmental
100440	11/21/2017	CONEJO AWARDS	NAME BADGE	83.66	Non-Departmental
100435	11/21/2017	CANON SOLUTIONS AMERICA, INC	COPIER SVC PROGRAM- KZT02095	61.10	Non-Departmental
100364	11/10/2017	US BANK	VISA- AMAZON.COM	28.59	Non-Departmental
100364	11/10/2017	US BANK	VISA- AMAZON.COM	17.98	Non-Departmental
100440	11/21/2017	CONEJO AWARDS	NAME BADGE	11.26	Non-Departmental



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Check No.	Check Date	Vendor Name	Check Description	Amount	Department
		Total Amount for 21 Line Item(s) from Non	n-Departmental	\$209,502.71	
<u>Payroll</u>					
100476	11/21/2017	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- NOV 17	7,928.59	Payroll
100316	11/8/2017	BCC	LIFE & DISABILITY INS- NOV 17	4,148.97	Payroll
100436	11/21/2017	CATE/CHARLES R.//	HEALTH INS REIMB (RETIREE)	707.26	Payroll
100447	11/21/2017	FOLEY/KARYN//	HEALTH INS REIMB (RETIREE)	707.26	Payroll
100448	11/21/2017	GROVEMAN/BARRY//	HEALTH INS REIMB (RETIREE)	707.26	Payroll
100452	11/21/2017	HILL/BOB//	HEALTH INS REIMB (RETIREE)	707.26	Payroll
100463	11/21/2017	LOPATA/MARVIN//	HEALTH INS REIMB (RETIREE)	707.26	Payroll
100472	11/21/2017	PARKER/ROBIN//	HEALTH INS REIMB (RETIREE)	707.26	Payroll
100495	11/21/2017	WASHBURN/DENNIS//	HEALTH INS REIMB (RETIREE)	707.26	Payroll
		Total Amount for 9 Line Item(s) from Payr	oll	\$17,028.38	
Police / Fire	/ Safety				
100459	11/21/2017	L.A. CO. SHERIFF'S DEPT.	SHERIFF SVCS- OCT 2017	373,541.70	Police / Fire / Safety
100459	11/21/2017	L.A. CO. SHERIFF'S DEPT.	SHERIFF SVCS- OCT 2017	8,798.58	Police / Fire / Safety
100459	11/21/2017	L.A. CO. SHERIFF'S DEPT.	SHERIFF SVCS- OCT 2017	387.50	Police / Fire / Safety
100279	11/1/2017	LIFELOC TECHNOLOGIES, INC.	PAS UNIT MAINTENANCE	37.56	Police / Fire / Safety
		Total Amount for 4 Line Item(s) from Police	e / Fire / Safety	\$382,765.34	
Public Safety	v & Emergency				
100396	11/15/2017	PASSPORT HEALTH	FLU CLINIC SHOTS	19,398.00	Public Safety & Emergency Preparedness
100396	11/15/2017	PASSPORT HEALTH	FLU CLINIC SHOTS- HEP A	2,420.00	Public Safety & Emergency Preparedness
100364	11/10/2017	US BANK	VISA- COSTCO	98.77	Public Safety & Emergency Preparedness
100364	11/10/2017	US BANK	VISA- STAPLES	78.94	Public Safety & Emergency Preparedness
100364	11/10/2017	US BANK	VISA- APPLE STORE	9.99	Public Safety & Emergency Preparedness
		Total Amount for 5 Line Item(s) from Publi	ic Safety & Emergency Preparedness	\$22,005.70	
Public Work	<u>.s</u>				
100349	11/8/2017	SAM HILL & SONS, INC.	METER INSTALLATION	29,130.00	Public Works
100349	11/8/2017	SAM HILL & SONS, INC.	METER INSTALLATION	23,953.00	Public Works
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Check No.	Check Date	Vendor Name	Check Description	Amount	Department
100475	11/21/2017	PRECISION CONCRETE CUTTING	STREET REPAIRS	12,129.75	Public Works
100359	11/8/2017	VANDERGEEST LANDSCAPE CARE INC	LANDSCAPE MAINTENANCE	7,554.74	Public Works
100378	11/15/2017	CLEANSTREET INC	MONTHLY SVC - STREET SWEEPING	7,108.84	Public Works
100461	11/21/2017	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	6,874.36	Public Works
100461	11/21/2017	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	6,558.39	Public Works
100295	11/1/2017	RON'S MAINTENANCE, INC.	CATCH BASIN CLEANING SERVICE	3,900.00	Public Works
100263	11/1/2017	COUNTY OF LOS ANGELES	CONTRACT SERVICES	3,659.15	Public Works
100307	11/1/2017	WILHELM/RICHARD//	FIELD INVESTIGTN/DRAFTING SVCS	3,630.00	Public Works
100359	11/8/2017	VANDERGEEST LANDSCAPE CARE INC	LANDSCAPE MAINTENANCE	3,139.18	Public Works
100391	11/15/2017	ISSAKHANI/MARINA//	CONSULTING SERVICES	2,350.00	Public Works
100416	11/15/2017	WILLDAN ASSOCIATES INC.	GRADING & DRAINAGE REVIEW	2,095.00	Public Works
100270	11/1/2017	GORGIN/KLAYMOND//	CONSULTING SERVICES	1,711.04	Public Works
100262	11/1/2017	CONVERSE CONSULTANTS	CONSULTING SERVICES	1,595.00	Public Works
100387	11/15/2017	GORGIN/KLAYMOND//	CONSULTING SERVICES	1,361.77	Public Works
100381	11/15/2017	CONVERSE CONSULTANTS	CONSULTING SERVICES	1,060.00	Public Works
100411	11/15/2017	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- PARKS	1,012.00	Public Works
100416	11/15/2017	WILLDAN ASSOCIATES INC.	GRADING & DRAINAGE REVIEW	951.75	Public Works
100393	11/15/2017	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	896.38	Public Works
100469	11/21/2017	NEWBURY PARK TREE SERVICE INC	TREE TRIMMING/REMOVAL SVCS	615.00	Public Works
100255	11/1/2017	BALLOUT/AHMAD//	CONSULTING SERVICES	560.00	Public Works
100255	11/1/2017	BALLOUT/AHMAD//	CONSULTING SERVICES	560.00	Public Works
100346	11/8/2017	RIVERA/CLARIS//	CONSULTING SERVICES	560.00	Public Works
100346	11/8/2017	RIVERA/CLARIS//	CONSULTING SERVICES	560.00	Public Works
100370	11/15/2017	BALLOUT/AHMAD//	CONSULTING SERVICES	560.00	Public Works
100370	11/15/2017	BALLOUT/AHMAD//	CONSULTING SERVICES	560.00	Public Works
100481	11/21/2017	RIVERA/CLARIS//	CONSULTING SERVICES	560.00	Public Works
100481	11/21/2017	RIVERA/CLARIS//	CONSULTING SERVICES	560.00	Public Works
100364	11/10/2017	US BANK	VISA- HOME DEPOT	483.58	Public Works
100276	11/1/2017	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	461.68	Public Works
100276	11/1/2017	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	440.35	Public Works
100423	11/21/2017	ARC DOCUMENT SOLUTIONS, LLC	COPY/PRINTING SERVICE	345.74	Public Works
100363	11/8/2017	WILLDAN ASSOCIATES INC.	PUBLIC WORKS SERVICES	292.50	Public Works
100469	11/21/2017	NEWBURY PARK TREE SERVICE INC	TREE TRIMMING/REMOVAL SVCS	225.00	Public Works
100364	11/10/2017	US BANK	VISA- AMAZON.COM	212.64	Public Works
100298	11/1/2017	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	206.60	Public Works
100416	11/15/2017	WILLDAN ASSOCIATES INC.	PUBLIC WORKS SERVICES	196.00	Public Works
100457	11/21/2017	JORDAN GILBERT & BAIN	ARCHITECTURAL SERVICES	145.00	Public Works



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Check No.	Check Date	Vendor Name	Check Description	Amount	Department
100364	11/10/2017	US BANK	VISA- IRWA	85.00	Public Works
100409	11/15/2017	UNDERGROUND SERVICE ALERT	MONTHLY MEMBERSHIP FEE	84.25	Public Works
100411	11/15/2017	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- PARKS	67.00	Public Works
100364	11/10/2017	US BANK	VISA- PRINTASTIC	64.00	Public Works
100364	11/10/2017	US BANK	VISA- ACCO BRANDS	59.44	Public Works
100364	11/10/2017	US BANK	VISA- AMAZON.COM	58.48	Public Works
100311	11/8/2017	ARC DOCUMENT SOLUTIONS, LLC	COPY/PRINTING SERVICE	55.14	Public Works
100353	11/8/2017	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	46.94	Public Works
100364	11/10/2017	US BANK	VISA- ALBERTSONS	43.68	Public Works
100364	11/10/2017	US BANK	VISA- SHIRIN'S RESTAURANT	42.00	Public Works
100364	11/10/2017	US BANK	VISA- DIY	38.30	Public Works
100412	11/15/2017	VERIZON WIRELESS	TELEPHONE SERVICE	38.01	Public Works
100364	11/10/2017	US BANK	VISA- HOME DEPOT	26.21	Public Works
100474	11/21/2017	PETTY CASH-CITY HALL	REPLENISH PETTY CASH	25.00	Public Works
100474	11/21/2017	PETTY CASH-CITY HALL	REPLENISH PETTY CASH	16.41	Public Works
100364	11/10/2017	US BANK	VISA- DIY	7.64	Public Works
100364	11/10/2017	US BANK	VISA- APPLE STORE	2.99	Public Works
100364	11/10/2017	US BANK	VISA- JOANN STORE	-35.99	Public Works
		Total Amount for 57 Line Item(s) from Public World	ks	\$129,498.94	
			_	_	
Recoverable	/ Refund / Liab	<u>ility</u>			
100372	11/15/2017	BERRY GENERAL ENGINEERING	RELEASE OF RETENTION	5,472.90	Recoverable / Refund / Liability
100492	11/21/2017	VARSHA/RONEN//	REFUND BUILDING PERMITS	3,558.80	Recoverable / Refund / Liability
100289	11/1/2017	P&A ADMINISTRATIVE SVCS INC	FSA-DEP CARE REIMBURSEMENT	350.00	Recoverable / Refund / Liability
100292	11/1/2017	RAFAELI/JOSEPH//	REFUND BUILDING PERMIT	255.44	Recoverable / Refund / Liability
100429	11/21/2017	BAUTISTA/GLORIA//	REFUND BUILDING PERMIT	144.00	Recoverable / Refund / Liability
100339	11/8/2017	MILES/ILENE//	REFUND PUMPKIN FEST BOOTH	110.00	Recoverable / Refund / Liability
100299	11/1/2017	STATE DISBURSMENT	WAGE GARNISHMENT- 10/27/17	46.15	Recoverable / Refund / Liability
100405	11/15/2017	STATE DISBURSMENT	WAGE GARNISHMENT- 11/09/17	46.15	Recoverable / Refund / Liability
100486	11/21/2017	SHEANIN/NANCY//	RECREATION REFUND	24.00	Recoverable / Refund / Liability
100413	11/15/2017	VILLANEDA/ISAAC//	RECREATION REFUND	15.00	Recoverable / Refund / Liability
100364	11/10/2017	US BANK	VISA- KINDLE	9.99	Recoverable / Refund / Liability
100486	11/21/2017	SHEANIN/NANCY//	RECREATION REFUND	7.00	Recoverable / Refund / Liability
100351	11/8/2017	SHEANIN/NANCY//	RECREATION REFUND	3.00	Recoverable / Refund / Liability
100351	11/8/2017	SHEANIN/NANCY//	RECREATION REFUND	3.00	Recoverable / Refund / Liability



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Check No.	Check Date	Vendor Name	Check Description	Amount	Department
		Total Amount for 14 Line Item(s) from Recov	verable / Refund / Liability	\$10,045.43	
					
Tennis & Sw	<u>im Center</u>				
100364	11/10/2017	US BANK	VISA- M. KOHLMAN	3,063.00	Tennis & Swim Center
100249	11/1/2017	AM PM DOOR INC	DOOR REPAIRS	3,015.00	Tennis & Swim Center
100403	11/15/2017	SOUTHERN CALIFORNIA GAS CO	GAS SERVICE	2,455.28	Tennis & Swim Center
100414	11/15/2017	VORTEX INDUSTRIES INC	DOOR REPAIRS - T&SC	1,995.50	Tennis & Swim Center
100326	11/8/2017	DNA ELECTRIC	ELECTRICAL REPAIRS	1,970.00	Tennis & Swim Center
100375	11/15/2017	CASCIONE/GAYLENE//	RECREATION INSTRUCTOR	1,865.50	Tennis & Swim Center
100298	11/1/2017	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	1,751.39	Tennis & Swim Center
100454	11/21/2017	ICHKOVA/SVETLANA//	RECREATION INSTRUCTOR	1,498.00	Tennis & Swim Center
100442	11/21/2017	DNA ELECTRIC	ELECTRICAL REPAIRS	1,059.90	Tennis & Swim Center
100258	11/1/2017	CASAS ORAMAS/JORGE//	FITNESS EQUIPMENT REPAIRS	836.36	Tennis & Swim Center
100364	11/10/2017	US BANK	VISA- HOME DEPOT	798.56	Tennis & Swim Center
100364	11/10/2017	US BANK	VISA- NATIONAL GYM SUPPLY	781.31	Tennis & Swim Center
100335	11/8/2017	MARKET PLAYS PRODUCTIONS	STAFF UNIFORMS	697.66	Tennis & Swim Center
100364	11/10/2017	US BANK	VISA- GLOBAL INDUSTRIAL	658.31	Tennis & Swim Center
100364	11/10/2017	US BANK	VISA- PYRAMID PIPE & SUPPLY	626.95	Tennis & Swim Center
100364	11/10/2017	US BANK	VISA- TRASH CAN WAREHOUSE	591.60	Tennis & Swim Center
100414	11/15/2017	VORTEX INDUSTRIES INC	DOOR REPAIRS - T&SC	540.00	Tennis & Swim Center
100374	11/15/2017	CASAS ORAMAS/JORGE//	FITNESS EQUIPMENT REPAIRS	510.23	Tennis & Swim Center
100364	11/10/2017	US BANK	VISA- HOME DEPOT	485.13	Tennis & Swim Center
100275	11/1/2017	L.A. CO. FIRE DEPARTMENT	HAZMAT PROGRAM CUPA# AR0020264	440.00	Tennis & Swim Center
100335	11/8/2017	MARKET PLAYS PRODUCTIONS	STAFF UNIFORMS	426.46	Tennis & Swim Center
100415	11/15/2017	WATERLINE TECHNOLOGIES INC	POOL CHEMICALS	415.18	Tennis & Swim Center
100364	11/10/2017	US BANK	VISA- GREAT BIG CANVAS	349.24	Tennis & Swim Center
100303	11/1/2017	WATERLINE TECHNOLOGIES INC	POOL CHEMICALS	329.16	Tennis & Swim Center
100407	11/15/2017	TIME WARNER CABLE	CABLE MODEM/HDTV- T&SC	326.44	Tennis & Swim Center
100364	11/10/2017	US BANK	VISA- SHERWIN WILLIAMS	284.86	Tennis & Swim Center
100364	11/10/2017	US BANK	VISA- HOME DEPOT	276.20	Tennis & Swim Center
100364	11/10/2017	US BANK	VISA- HOME DEPOT	273.24	Tennis & Swim Center
100364	11/10/2017	US BANK	VISA- PERFORMANCE HEALTH	260.18	Tennis & Swim Center
100377	11/15/2017	CLARK PEST CONTROL	PEST CONTROL SERVICES	250.00	Tennis & Swim Center
100377	11/15/2017	CLARK PEST CONTROL	PEST CONTROL SERVICES	250.00	Tennis & Swim Center
100476	11/21/2017	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- NOV 17	236.72	Tennis & Swim Center
100361	11/8/2017	WATERLINE TECHNOLOGIES INC	POOL CHEMICALS	223.24	Tennis & Swim Center



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Check No.	Check Date	Vendor Name	Check Description	Amount	Department
100364	11/10/2017	US BANK	VISA- SHERWIN WILLIAMS	214.02	Tennis & Swim Center
100316	11/8/2017	BCC	LIFE & DISABILITY INS- NOV 17	211.28	Tennis & Swim Center
100364	11/10/2017	US BANK	VISA- SWEET WATER	199.00	Tennis & Swim Center
100417	11/15/2017	ZACHARATOS/GERASSIMOS T//	RECREATION INSTRUCTOR	193.20	Tennis & Swim Center
100364	11/10/2017	US BANK	VISA- CAP LEASING	191.00	Tennis & Swim Center
100364	11/10/2017	US BANK	VISA- WALMART	185.32	Tennis & Swim Center
100364	11/10/2017	US BANK	VISA- CATALINA PAINTS	150.05	Tennis & Swim Center
100364	11/10/2017	US BANK	VISA- GLOBAL INDUSTRIAL	145.55	Tennis & Swim Center
100364	11/10/2017	US BANK	VISA- HOME DEPOT	144.22	Tennis & Swim Center
100259	11/1/2017	CINTAS FIRST AID & SAFETY	QUARTERLY MONITORING- T&SC	120.00	Tennis & Swim Center
100376	11/15/2017	CINTAS FIRST AID & SAFETY	QUARTERLY MONITORING- T&SC	120.00	Tennis & Swim Center
100493	11/21/2017	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- T&SC	116.67	Tennis & Swim Center
100377	11/15/2017	CLARK PEST CONTROL	PEST CONTROL SERVICES	100.00	Tennis & Swim Center
100364	11/10/2017	US BANK	VISA- CONSTANT CONTACT	100.00	Tennis & Swim Center
100364	11/10/2017	US BANK	VISA- PARTY CITY	69.54	Tennis & Swim Center
100364	11/10/2017	US BANK	VISA- AMAZON.COM	66.49	Tennis & Swim Center
100364	11/10/2017	US BANK	VISA- SPORTSMITH	54.45	Tennis & Swim Center
100364	11/10/2017	US BANK	VISA- INDEED	50.16	Tennis & Swim Center
100364	11/10/2017	US BANK	VISA- FRY'S ELECTRONICS	41.48	Tennis & Swim Center
100364	11/10/2017	US BANK	VISA- LESLIE'S POOL SUPPLY	38.41	Tennis & Swim Center
100364	11/10/2017	US BANK	VISA- PEPBOYS	38.31	Tennis & Swim Center
100421	11/21/2017	AIRGAS- WEST	TC HELIUM	35.97	Tennis & Swim Center
100364	11/10/2017	US BANK	VISA- LPAV	34.95	Tennis & Swim Center
100367	11/15/2017	AIRGAS- WEST	TC HELIUM	33.18	Tennis & Swim Center
100476	11/21/2017	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- NOV 17	29.28	Tennis & Swim Center
100316	11/8/2017	BCC	LIFE & DISABILITY INS- NOV 17	20.10	Tennis & Swim Center
		Total Amount for 59 Line Item(s) from Tennis of	& Swim Center	\$32,243.23	
Transportati	<u>on</u>				
100400	11/15/2017	SECURITY PAVING COMPANY INC	LOST HILLS INTERCHANGE PROJ	791,362.65	Transportation
100290	11/1/2017	PARSONS TRANSPORTATION GROUP	LOST HILLS INTERCHANGE	79,027.38	Transportation
100371	11/15/2017	BANK OF SACRAMENTO	LOST HILLS PROJ- RETENTION	41,650.67	Transportation
100468	11/21/2017	MV TRANSPORTATION, INC.	SHUTTLE SERVICES - OCT 17	24,380.46	Transportation
100392	11/15/2017	JOHN KULAR CONSULTING	ENGINEERING SERVICES	16,956.25	Transportation
100468	11/21/2017	MV TRANSPORTATION, INC.	SHUTTLE SERVICES - OCT 17	13,503.31	Transportation
100328	11/8/2017	IDEAL GENERAL SERVICES, INC.	DIAL-A-RIDE OCT 2017	9,246.50	Transportation



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Check No.	Check Date	Vendor Name	Check Description	Amount	Department
100336	11/8/2017	MC CAIN PERFORMANCE DRIVEN	TRAFFIC SOFTWARE MAINTENANCE	8,500.00	Transportation
100473	11/21/2017	PCI	PAVEMENT STRIPING & MARKING	8,062.98	Transportation
100327	11/8/2017	DURHAM SCHOOL SERVICES	SUMMER BEACH BUS/EXCURSION	7,138.07	Transportation
100422	11/21/2017	ALL CITY MANAGEMENT SVCS, INC.	SCHOOL CROSSING GUARD SVCS	5,824.65	Transportation
100310	11/8/2017	ALL CITY MANAGEMENT SVCS, INC.	SCHOOL CROSSING GUARD SVCS	5,249.73	Transportation
100468	11/21/2017	MV TRANSPORTATION, INC.	SHUTTLE SERVICES - OCT 17	5,247.77	Transportation
100468	11/21/2017	MV TRANSPORTATION, INC.	SHUTTLE FUEL COST- OCT 17	4,735.24	Transportation
100269	11/1/2017	FUSCOE ENGINEERING, INC.	ENGINEERING SERVICES	3,894.37	Transportation
100282	11/1/2017	MC CAIN PERFORMANCE DRIVEN	BACK-UP BATTERY	3,496.00	Transportation
100468	11/21/2017	MV TRANSPORTATION, INC.	SHUTTLE SERVICES - OCT 17	3,028.06	Transportation
100381	11/15/2017	CONVERSE CONSULTANTS	CONSULTING SERVICES	2,095.00	Transportation
100306	11/1/2017	WESTERN HIGHWAY PRODUCTS, INC.	TRAFFIC SIGNS	1,912.98	Transportation
100487	11/21/2017	SIEMENS INDUSTRY INC.	TRAFFIC SIGN MAINTENANCE	1,632.65	Transportation
100298	11/1/2017	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	1,605.40	Transportation
100487	11/21/2017	SIEMENS INDUSTRY INC.	TRAFFIC SIGN MAINTENANCE	1,072.50	Transportation
100468	11/21/2017	MV TRANSPORTATION, INC.	SHUTTLE SERVICES - OCT 17	1,050.67	Transportation
100287	11/1/2017	NATIONAL DATA & SURVEYING SVCS	TRAFFIC COUNTERS	855.00	Transportation
100281	11/1/2017	MARVIN E. LOPATA & ASSOCIATES	LAND APPRAISAL FEES	750.00	Transportation
100277	11/1/2017	LAS VIRGENES UNIFIED SCHOOL	BEFORE & AFTER SCHOOL AIDES	720.19	Transportation
100364	11/10/2017	US BANK	VISA- ITE	620.00	Transportation
100268	11/1/2017	DEPARTMENT OF TRANSPORTATION	TRAFFIC SIGNALS/LIGHTING	381.35	Transportation
100364	11/10/2017	US BANK	VISA- FASTSIGNS	360.53	Transportation
100330	11/8/2017	JORDAN GILBERT & BAIN	ARCHITECTURAL SERVICES	290.00	Transportation
100357	11/8/2017	TOYOTA FINANCIAL SERVICES	LEASE PAYMENT- NOV 2017	260.69	Transportation
100364	11/10/2017	US BANK	VISA- CHEVRON	258.81	Transportation
100364	11/10/2017	US BANK	VISA- SHELL OIL	243.67	Transportation
100460	11/21/2017	LA DWP	TRAFFIC METER SERVICE	146.68	Transportation
100364	11/10/2017	US BANK	VISA- ACCO BRANDS	122.05	Transportation
100364	11/10/2017	US BANK	VISA- LORMAN	117.50	Transportation
100251	11/1/2017	AT&T	TELEPHONE SERVICE	86.04	Transportation
100474	11/21/2017	PETTY CASH-CITY HALL	REPLENISH PETTY CASH	84.39	Transportation
100479	11/21/2017	R P BARRICADE INC	EQUIPMENT RENTAL- STREET SIGNS	75.03	Transportation
100364	11/10/2017	US BANK	VISA- CHEVRON	74.15	Transportation
100364	11/10/2017	US BANK	VISA- EXXON MOBIL	73.12	Transportation
100364	11/10/2017	US BANK	VISA- UNION 76	72.51	Transportation
100353	11/8/2017	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	66.17	Transportation
100474	11/21/2017	PETTY CASH-CITY HALL	REPLENISH PETTY CASH	56.40	Transportation



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Check No.	Check Date	Vendor Name	Check Description	Amount	Department
100364	11/10/2017	US BANK	VISA- DIY	52.99	Transportation
100364	11/10/2017	US BANK	VISA- UNION 76	37.09	Transportation
100364	11/10/2017	US BANK	VISA- 7 ELEVEN	35.15	Transportation
100364	11/10/2017	US BANK	VISA- EXXON MOBIL	34.90	Transportation
100364	11/10/2017	US BANK	VISA- DIY	32.56	Transportation
100364	11/10/2017	US BANK	VISA- HOME DEPOT	31.07	Transportation
100364	11/10/2017	US BANK	VISA- UNION 76	24.75	Transportation
100263	11/1/2017	COUNTY OF LOS ANGELES	CONTRACT SERVICES	21.56	Transportation
100364	11/10/2017	US BANK	VISA- UNION 76	19.99	Transportation
100364	11/10/2017	US BANK	VISA- EXXON MOBIL	8.00	Transportation
		Total Amount for 54 Line Item(s) from Transportation		\$1,046,685.63	
		GRAND TOTAL for 716 Line Items		\$2,478,593.78	

FUTURE AGENDA ITEMS

Department Agenda Headings Agenda Title/Future Agenda

10-Jan

CC	Closed Session	City Manager's Evaluation
Finance	New Business	Adoption of Resolution No. 2018-1573, refunding CFD 98-1, Series 2017
CS	New Business Review of Calabasas Klubhouse school operations	
CD	Public Hearing	Introduction of Ordinance regarding loud and unruly gatherings

Future Items

CD	Public Hearing	Introduction of ordinance regarding Community Development Forums	
AS	Public Hearing	Review and approval of projects for the 43rd Program Year (2017-2018) - Community	
		Development Block Grant (CDBG) funding; and adoption of Resolution No. 2018-1574 approving the CDBG 43rd Program Year (2017-2018)	
PW	Consent	Approval of a Memorandum of Understanding with County of Los Angeles for the Administration and Cost Sharing for Implementing the US Geological Mandated Survey Source and Cycling of Nutrient Study for the Malibu Creek Watershed	
CD	New Business	Discussion of process for small projects	
PW	New Business	Plastic bag ordinance review by EC, including cost of bags	
PW	Presentation	Charging station presentations	
CD	New Business	Ridgeline discussion	
CS	New Business	PRE recommendations regarding Wild Walnut Park Master Plan	
MO	New Business	CTC review of AM radio	
PS	New Business	Review of what was learned during fires/what the City can do better	

2010 Manting Dates			
2018 Meeting Dates			
24-Jan	28-Jul - Canceled		
14-Feb	8-Aug		
28-Feb	22-Aug		
14-Mar	12-Sep - Canceled League's Annual Conference		
28-Mar	26-Sep		
25-Apr	10-Oct		
10-May	24-Oct		
23-May	6-Nov - General Municipal Election		
13-Jun	14-Nov		
16-Jun - Budget Workshop (Saturday)	28-Nov		
27-Jun	12-Dec - Election Certification/Council Reorganization		
11-Jul - Canceled	26-Dec - Canceled		