



CITY of CALABASAS

CITY COUNCIL AGENDA - **UPDATED**
REGULAR MEETING - WEDNESDAY, FEBRUARY 27, 2013
CITY HALL COUNCIL CHAMBERS
100 CIVIC CENTER WAY, CALABASAS
www.cityofcalabasas.com

THE STARTING TIMES LISTED FOR EACH AGENDA ITEM SHOULD BE CONSIDERED A GUIDELINE ONLY. THE CITY COUNCIL RESERVES THE RIGHT TO ALTER THE ORDER OF DISCUSSION IN ORDER TO RUN AN EFFECTIVE MEETING. IF YOU WISH TO ASSURE YOURSELF OF HEARING A PARTICULAR DISCUSSION, PLEASE ATTEND THE ENTIRE MEETING. YOU MAY SPEAK ON A CLOSED SESSION ITEM PRIOR TO COUNCIL'S DISCUSSION. TO DO SO, PLEASE SUBMIT A SPEAKER CARD TO THE CITY CLERK AT LEAST 5 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, PLEASE SUBMIT ANY LETTERS OR EMAILS TO THE CITY CLERK'S OFFICE BEFORE 5:00 P.M. ON THE MONDAY PRIOR TO THE MEETING.

CLOSED SESSION – 6:30 P.M. - CONFERENCE ROOM

1. CONFERENCE WITH LEGAL COUNSEL REGARDING EXISTING LITIGATION, pursuant to G.C. 54956.9(a) –
City of Calabasas v. Kwi Hahn et al
Los Angeles Superior Court Case Number: Case No. BC 474429

OPENING MATTERS – 7:00 P.M.

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

ANNOUNCEMENTS/INTRODUCTIONS – 7:05 P.M.

- Recognition of Senior Planner, Geoff Starns for his service to the City
- Relay for Life award presentation.

ORAL COMMUNICATIONS - PUBLIC COMMENT – 7:20 P.M

CONSENT ITEMS – 7:30 P.M.

1. Approval of meeting minutes from February 13, 2013.
2. Recommendation to award a three-year professional services agreement to Venco Western, Inc. for landscape maintenance of City parks within the City of Calabasas.

3. Recommendation to renew a professional services agreement with Little Learners, LLC, for the operation of after school and seasonal camp programs.
4. Recommendation to approve a Change Order to All American Asphalt for extra work as part of Specification No. 12-13-12, 2012 Mulholland Highway Overlay Project and appropriate additional funding for material testing services to BTC Labs. – Vertical V for the extra work.
5. Approval of second amendment to cost sharing agreement for the Malibu Creek Watershed Bacteria T.M.D.L. Coordinated Monitoring Plan.

NEW BUSINESS – 7:45 P.M.

6. Las Virgenes – Malibu Council of Governments Update.
7. Presentation on Solid Waste Policy option, exclusive vs. non-exclusive service.

INFORMATIONAL REPORTS – 8:10 P.M.

8. Check Register for the period of February 6-13, 2013.

TASK FORCE REPORTS – 8:15 P.M.

CITY MANAGER’S REPORT – 8:20 P.M.

FUTURE AGENDA ITEMS – 8:25 P.M.

ADJOURN – 8:30 P.M.

The City Council will adjourn to their next regular meeting scheduled on Wednesday, March 13, 2013 at 7:00 p.m.

**MINUTES OF A REGULAR MEETING OF
THE CITY COUNCIL OF THE CITY OF CALABASAS,
CALIFORNIA, HELD WEDNESDAY, FEBRUARY 13, 2013**

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

ROLL CALL Present: Mayor Maurer, Mayor pro Tem Gaines, Councilmembers Bozajian, Martin and Shapiro.
 Absent: None.
 Staff: Bartlett, Bingham, Coroalles, Howard, Hernandez, Lysik, Parker, Tamuri.

The Pledge of Allegiance was led by Mathew Sniderman.

APPROVAL OF AGENDA

Mayor pro Tem Gaines moved, seconded by Councilmember Martin to approve the agenda. **MOTION CARRIED 5/0.**

ANNOUNCEMENTS/INTRODUCTIONS

- Presentation of employee service awards.

Mayor Maurer presented employee awards to Shabnam Abdali, Andrew Cohen-Cutler, Suchandra Ghosh, Jill Nevins, Jason Reithoffer, Armando Saavedra, Karilyn Steward, Anita Torres for five years of service; Anna Ford, Aimee Haber, Toni Liebman, Glenn Michitsch for ten years of service; and Robin Parker for 20 years of service.

Mayor Maurer presented Peter Valk with a Certificate of Adjournment in memory of his wife Barbara Valk.

- HEAL Presentation.

Susan Ng, representing Kaiser Permanente, California Center for Public Health Advocacy and the League of California Cities presented Mayor Maurer with a plaque in recognition of the City's participation in the Healthy Eating Active Living Cities Campaign.

Mayor pro Tem Gaines made the following announcements:

- The Chamber of Commerce breakfast is scheduled on February 14, at 7 a.m.

- Calabasas High School boys' basketball team is hosting a CIF playoffs game on February 13. The girls' basketball team will also host a CIF playoffs game on February 14.
- Attended the Chamber installation luncheon on January 31.
- The Chamber's Cal Cup Bowling Tournament is scheduled on February 15.
- Reminded everyone about the upcoming municipal election on March 5. The last day to register to vote is February 19 and the last day to apply for a vote-by-mail ballot is February 26.

Councilmember Martin also announced her attendance to the Chamber's installation luncheon.

Councilmember Shapiro announced the JAM Fest on February 14, at 10 a.m. He encouraged everyone to join in from wherever they are to do the JAMMIN Minute routine. He also announced UCLA's blood drive on Saturday, February 16, at 10 a.m. at the Calabasas Tennis & Swim Center.

ORAL COMMUNICATIONS - PUBLIC COMMENT

Matthew Sniderman and James Moorehead spoke during public comment.

Birdget Karl introduced the Chamber's new Chairman of the Board, Trevis Rucci.

CONSENT ITEMS

1. Approval of meeting minutes from January 23, 2013.
2. Adoption of Resolution 2013-1362 proclaiming March 23, 2013 as "Arbor Day" in the City of Calabasas.
3. Amended employment contract-cost of living adjustment for City Manager.
4. Authorization to approve budgeted funding and change order for Newbury Park Tree Service, Inc. in the amount of \$58,000 for authorized required extra work as part of Specification No. 10-11-03 Public Street Tree Maintenance in the City of Calabasas.
5. Recommendation to award a three-year professional services agreement to Vandergeest Landscape Care, Inc. for landscape maintenance of Public Works street medians and certain sidewalks and parkways for contract area #1 Public Works maintenance zones with the City of Calabasas.

6. Recommendation to award a three-year professional services agreement to Valleycrest Landscape Maintenance for landscape maintenance of Public Works street medians and certain sidewalks and parkways for contract area #2 Public Works freeway interchanges within the City of Calabasas.
7. Recommendation to award a three-year professional services agreement to Vandergeest Landscape Care, Inc. for landscape maintenance of the common areas outside individual homeowner associations and commercial properties within Landscape Maintenance Districts 24, 27, and 32 within the City of Calabasas.
8. Recommendation to award a contract for street maintenance services to Ruiz Concrete & Paving, Inc., in an amount not to exceed \$90,000; and to authorize the Mayor to execute the contract.

Councilmember Martin requested Items No. 3-8 be pulled for separate discussion.

Councilmember Bozajian moved, seconded by Councilmember Shapiro to approve Consent Items No. 1 and 2. MOTION carried 5/0.

After further discussion, Councilmember Shapiro moved, seconded by Mayor pro Tem Gaines to approve Consent Item No. 3. MOTION carried 4/1 with Councilmember Martin voting in opposition.

After further discussion, Councilmember Shapiro moved, seconded by Mayor pro Tem Gaines to approve Consent Items No. 4 through 7. MOTION carried 5/0.

After further discussion, Councilmember Bozajian moved, seconded by Councilmember Shapiro to approve Consent Item No. 8. MOTION carried 5/0.

NEW BUSINESS

9. Records retention comparison.

After extensive discussion, the Council concurred to create a task force composed of Mayor Maurer and Councilmember Bozajian to further review the City's Records Retention Schedule.

INFORMATIONAL REPORTS

10. Check Register for the period of January 10-30, 2013.

No action was taken on this item.

TASK FORCE REPORTS

None.

CITY MANAGER'S REPORT

Mr. Coroalles reported a submission for the Calabasas Inn from D2 Development and The New Home Company. The new development proposal consists of a 220,468 square foot mixed-use development, with 90 condo units. In addition, he reported that staff is working with the Planning Commission on the City's Housing Element. He further reported that a permit has been submitted for Sugarfish Sushi Restaurant which is due to open in the Commons in April.

FUTURE AGENDA ITEMS

None.

ADJOURN

The meeting adjourned at 8:16 p.m. in memory of former Library Commissioner, Barbara Valk to their next regular meeting scheduled on Wednesday, February 27, 2013 at 7:00 p.m.

Maricela Hernandez, MMC
City Clerk



CITY of CALABASAS

CITY COUNCIL AGENDA REPORT

DATE: FEBRUARY 27, 2013

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: ~~STEVE~~ ROBERT YALDA, PUBLIC WORKS DIRECTOR, P.E., T.E. / CITY ENGINEER
STEVE BALL, LANDSCAPE MANAGER

SUBJECT: RECOMMENDATION TO AWARD A THREE YEAR PROFESSIONAL SERVICES AGREEMENT TO VENCO WESTERN, INC. FOR LANDSCAPE MAINTENANCE OF CITY PARKS WITHIN THE CITY OF CALABASAS.

MEETING DATE: FEBRUARY 27, 2013

SUMMARY RECOMMENDATION:

Recommendation to award a three 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 \$265,000 per year plus Consumer Price Index (CPI) increases.

BACKGROUND:

Venco Western, Inc. is the City's current contractor for park landscape maintenance. The contract was for two (2) years with three one-year contract extensions, for a total period of five years; this contract expired February 5, 2013.

This new contract will be a three (3) year contract with the possibility of two (2) one-year extensions. To prepare proposal documents, staff hired Willdan Engineering to assist with writing the Request for Qualifications/Proposal

documents, project bid schedules, and work area maps. Willdan staff also participated in the interview evaluation and bid analysis process.

DISCUSSION/ANALYSIS:

In general, the scope of this work consists of, but is not limited to, maintenance of landscape plantings, irrigation systems, play areas, sports fields, sidewalks, and other hardscape areas within City parks as shown on the Work Area Maps, enclosed.

The City Attorney has determined it appropriate to classify the Landscape Maintenance of City Parks contract as maintenance work, not as a capital improvement project. Therefore, this contract qualified to be advertised as an RFQ/P, which does not require a public bid process. Consequently the City is not required to award the contract on the basis of the lowest bid, but will make an award in the best interest of the City and within available budgets after all factors have been evaluated.

On January 3, 2013 the RFQ/P was advertised; four proposals were received. The Proposers were: Merchants Landscape Services, Inc., ValleyCrest Maintenance, Venco Western, Inc., and VanderGeest Landscape Care, Inc. The proposal summary is below:

<u>PROPOSER</u>	<u>PROPOSAL AMOUNT</u>
ValleyCrest Landscape Maintenance, Inc.	\$164,413.37
Vandergeest Landscape Care, Inc.	\$218,758.53 (withdrawn proposal)
Merchants Landscape Services, Inc.	\$267,578.61
Venco Western, Inc.	\$265,000.00

Interviews were held with the four contractors. Based on the Proposer’s responses to the RFQ/P, the interview process, and bid analysis, the evaluation committee recommends the contract be awarded to Venco Western, Inc. This company was determined to be the best qualified and experienced candidate.

The results of the bid analysis determined that the lowest bidder’s (ValleyCrest Landscape Maintenance, Inc.) allocation of resources was inadequate to perform services necessary to complete this work as required. Upon meeting with City staff and re-evaluation of the bid, ValleyCrest Landscape Maintenance, Inc., provided a revised bid with an overall increase of approximately \$30,000 to their original bid. Despite the efforts, the revised bid was also determined to be non-responsive.

The second low bidder, Vandergeest Landscape Care, Inc., withdrew their bid upon further review of the workload requirements and their company's resource allocations.

Venco Western, Inc. has provided landscape contracting services for the City in the past and has an excellent work, safety record, and quality insurance inspection program. 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's parks and support of recreation programs and events.

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 three 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 \$265,000 per year plus Consumer Price Index (CPI) increases.

ATTACHMENTS: Professional Services Agreement
Work Area Maps

**PROFESSIONAL SERVICES AGREEMENT
Providing for Payment of Prevailing Wages**

(City of Calabasas / Venco Western, Inc.)

1. IDENTIFICATION

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. RECITALS

- 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. DEFINITIONS

- 3.1 “Scope of Services”: Such professional services as are set forth in Consultant’s **January 15, 2013** 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 **January 15, 2013** fee schedule to City attached hereto as Exhibit B and incorporated herein by this reference.
- 3.3 “Commencement Date”: **February 14, 2013.**
- 3.4 “Expiration Date”: **February 14, 2016.**

4. TERM

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

5. CONSULTANT'S SERVICES

- 5.1 Consultant shall perform the services identified in the Scope of Services. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement. In no event shall the total compensation and costs payable to Consultant under this Agreement exceed the sum of **Two Hundred Sixty Five Thousand Dollars (\$265,000.00) per year** unless specifically approved in advance and in writing by City.
- 5.2 Consultant shall perform all work to the highest professional standards of Consultant's profession and in a manner reasonably satisfactory to City. Consultant shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*).
- 5.3 During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement Date if both (i) such work would require Consultant to abstain from a decision under this Agreement pursuant to a conflict of interest statute and (ii) City has not consented in writing to Consultant's performance of such work.
- 5.4 Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services **Heather Melton** shall be Consultant's project administrator and shall have direct responsibility for management of Consultant's performance under this Agreement. No change shall be made in Consultant's project administrator without City's prior written consent.
- 5.5 To the extent that the Scope of Services involves trenches deeper than 4', Contractor shall promptly, and before the following conditions are disturbed, notify the City, in writing, of any:

(1) Material that the contractor believes may be material that is hazardous waste, as defined in § 25117 of the Health and Safety Code, which is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.

(2) Subsurface or latent physical conditions at the site differing from

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

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

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

6. COMPENSATION

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

accordance with this Article. This Agreement hereby incorporates the provisions of Article 1.7 as though fully set forth herein.

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

7. OWNERSHIP OF WRITTEN PRODUCTS

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

8. RELATIONSHIP OF PARTIES

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

9. CONFIDENTIALITY

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

10. INDEMNIFICATION

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

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

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

11. INSURANCE

- 11.1 During the term of this Agreement, Consultant shall carry, maintain, and keep in full force and effect insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with Consultant's performance of this Agreement. Such insurance shall be of the types and in the amounts as set forth below:

11.1.1 Comprehensive General Liability Insurance with coverage limits of not less than One Million Dollars (\$1,000,000) including products and operations hazard, contractual insurance, broad form property damage, independent consultants, personal injury, underground hazard, and explosion and collapse hazard where applicable.

11.1.2 Automobile Liability Insurance for vehicles used in connection with the performance of this Agreement with minimum limits of One Million Dollars (\$1,000,000) per claimant and One Million dollars (\$1,000,000) per incident.

11.1.3 Worker's Compensation insurance as required by the laws of the State of California, including but not limited to California Labor Code § 1860 and 1861 as follows:

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

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

- 11.1.4 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 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 or other security acceptable to the City guaranteeing payment of losses and expenses.
- 11.11 Procurement of insurance by Consultant shall not be construed as a limitation of Consultant's liability or as full performance of Consultant's duties to indemnify, hold harmless and defend under Section 10 of this Agreement.

12. MUTUAL COOPERATION

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

13. RECORDS AND INSPECTIONS

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

therefrom and to inspect all program data, documents, proceedings, and activities with respect to this Agreement.

14. PERMITS AND APPROVALS

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

15. NOTICES

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

If to City:

City of Calabasas
100 Civic Center Way
Calabasas, CA 91302
Attn: Steve Ball, Landscape Manager
Telephone: (818) 224-1600
Facsimile: (818) 225-7338

If to Consultant:

Venco Western, Inc.
2400 Eastman Ave.
Oxnard, CA 93030
Attn: Linda Burr, President
Telephone: (805) 981-2400
Facsimile: (805) 981-2450

With courtesy copy to:

Scott H. Howard
Colantuono & Levin, PC
300 South Grand Avenue, Suite 2700
Los Angeles, CA 90071-3137
Telephone: (213) 542-5700
Facsimile: (213) 542-5710

16. SURVIVING COVENANTS

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

17. TERMINATION

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

18. GENERAL PROVISIONS

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

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

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

19 **PREVAILING WAGES**

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

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

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

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

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

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

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

“City”
City of Calabasas

“Consultant”
Venco Western, Inc.

By: _____
Mary Sue Maurer, Mayor

By: _____
Linda Burr, President

Date: _____

Date: _____

By: _____
Mario DelNagro, General Manager

Date: _____

Attest:

By: _____
Maricela Hernandez, MMC
City Clerk

Date: _____

Approved as to form:

By: _____
Scott H. Howard, Interim City Attorney

Date: _____

EXHIBIT A
SCOPE OF WORK

EXHIBIT B
APPROVED FEE SCHEDULE

NON-COLLUSION AFFIDAVIT

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

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

Signature of Bidder

Business Address

Place of Residence

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

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

My Commission Expires _____, 20__.

WORKERS' COMPENSATION INSURANCE
CERTIFICATE

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

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

DATE: _____

(Contractor)

By:

(Signature)

(Title)

Attest:

By:

(Signature)

(Title)



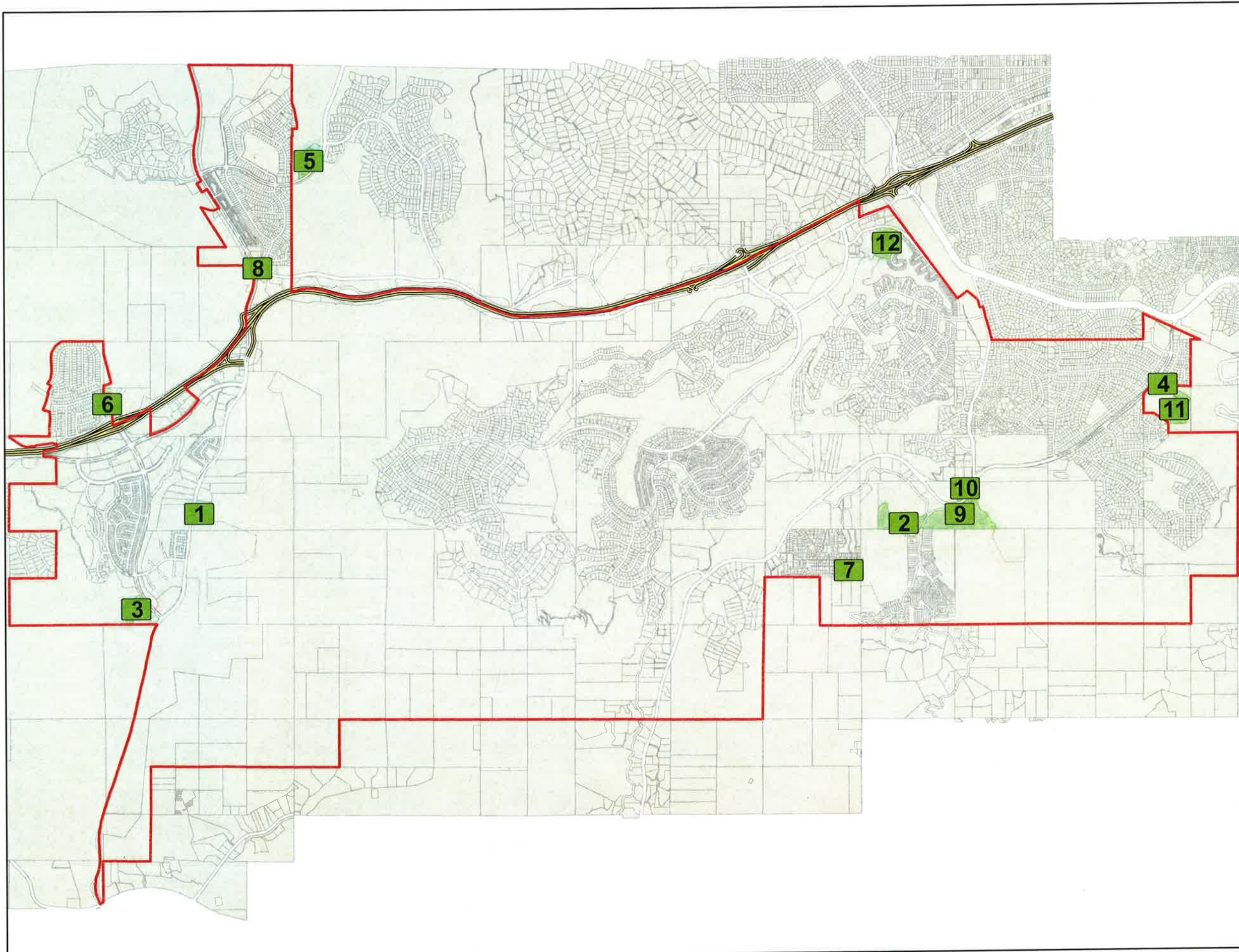
CITY of CALABASAS

**CITY PARKS
LANDSCAPE
MAINTENANCE
OVERVIEW MAP**

LEGEND

 PARKS

Location No.	Description - Location Area
1	Bark Park
2	Creekside Park
3	De Anza Park
4	Freedom Park
5	Gates Canyon Park
6	Grape Arbor Park
7	Highlands Park
8	Las Virgenes-Mureau Road Pocket Park
9	Wild Walnut Park
10	Mt. Restoration Trust Headquarters
11	Alice C. Stelle Middle School
12	Tennis and Swim Center





CITY of CALABASAS

BARK PARK LANDSCAPE MAINTENANCE

LEGEND

- PARK
- STRUCTURES
- SIDEWALK
- TRAILS
- FENCING
- V_DITCHES
- CREEK

IRRIGATION CONTROLLERS/DEVICES

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





CITY of CALABASAS

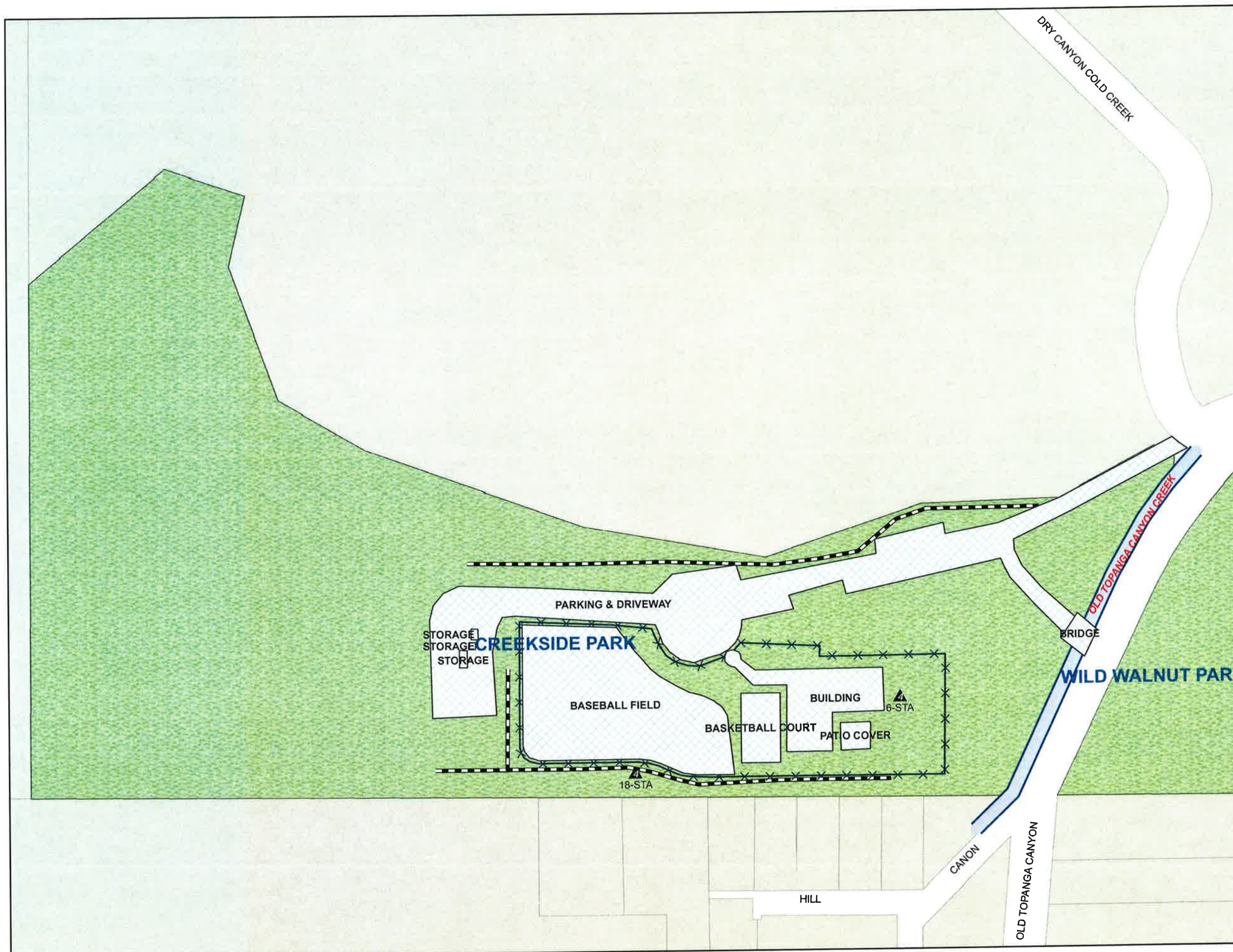
CREEKSIDE PARK LANDSCAPE MAINTENANCE

LEGEND

- PARK
- STRUCTURES
- SIDEWALK
- TRAILS
- FENCING
- V_DITCHES
- CREEK

IRRIGATION CONTROLLERS/DEVICES

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





CITY of CALABASAS

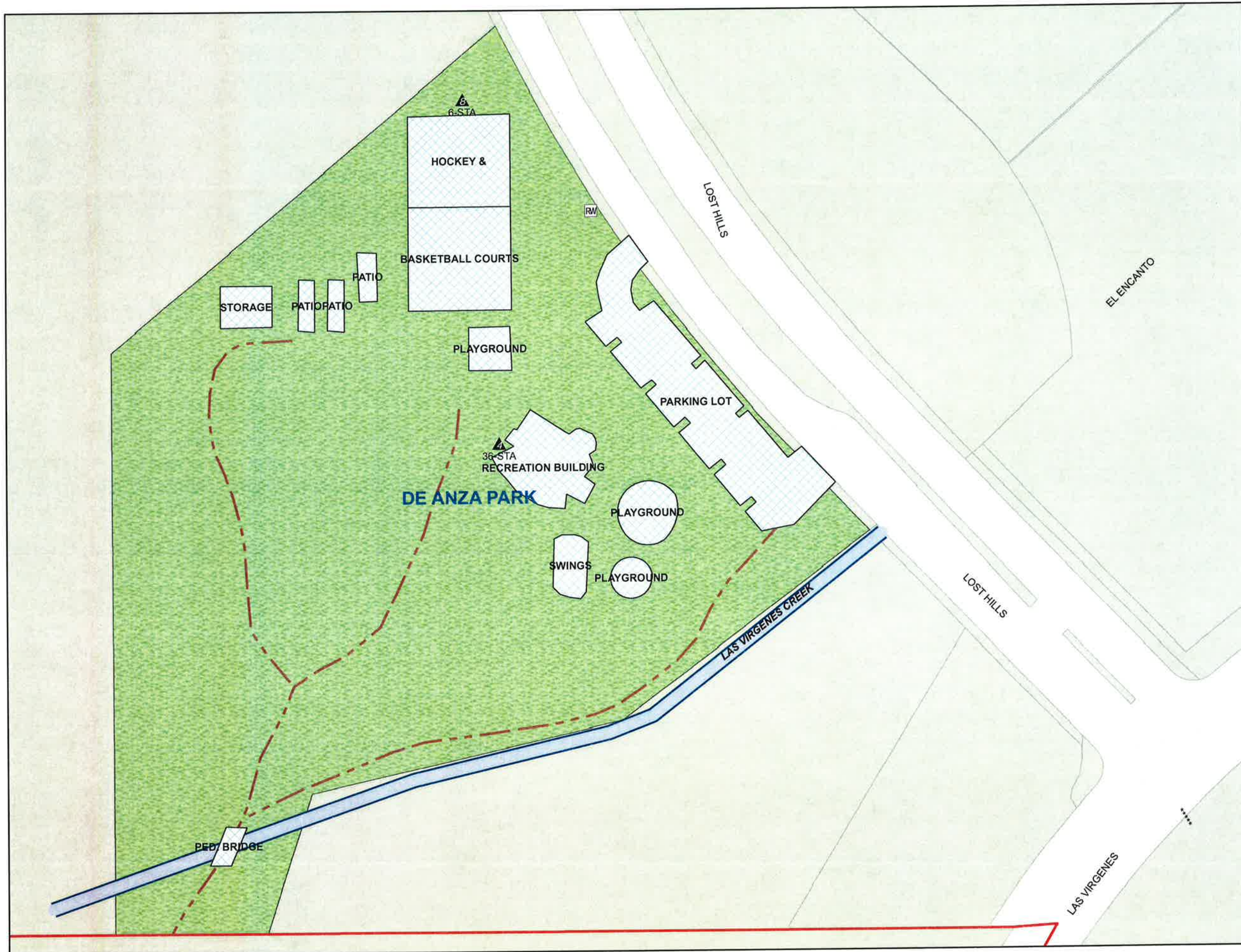
DE ANZA PARK LANDSCAPE MAINTENANCE

LEGEND

- PARK
- STRUCTURES
- SIDEWALK
- TRAILS
- FENCING
- V_DITCHES
- CREEK

IRRIGATION CONTROLLERS/DEVICES

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





CITY of CALABASAS

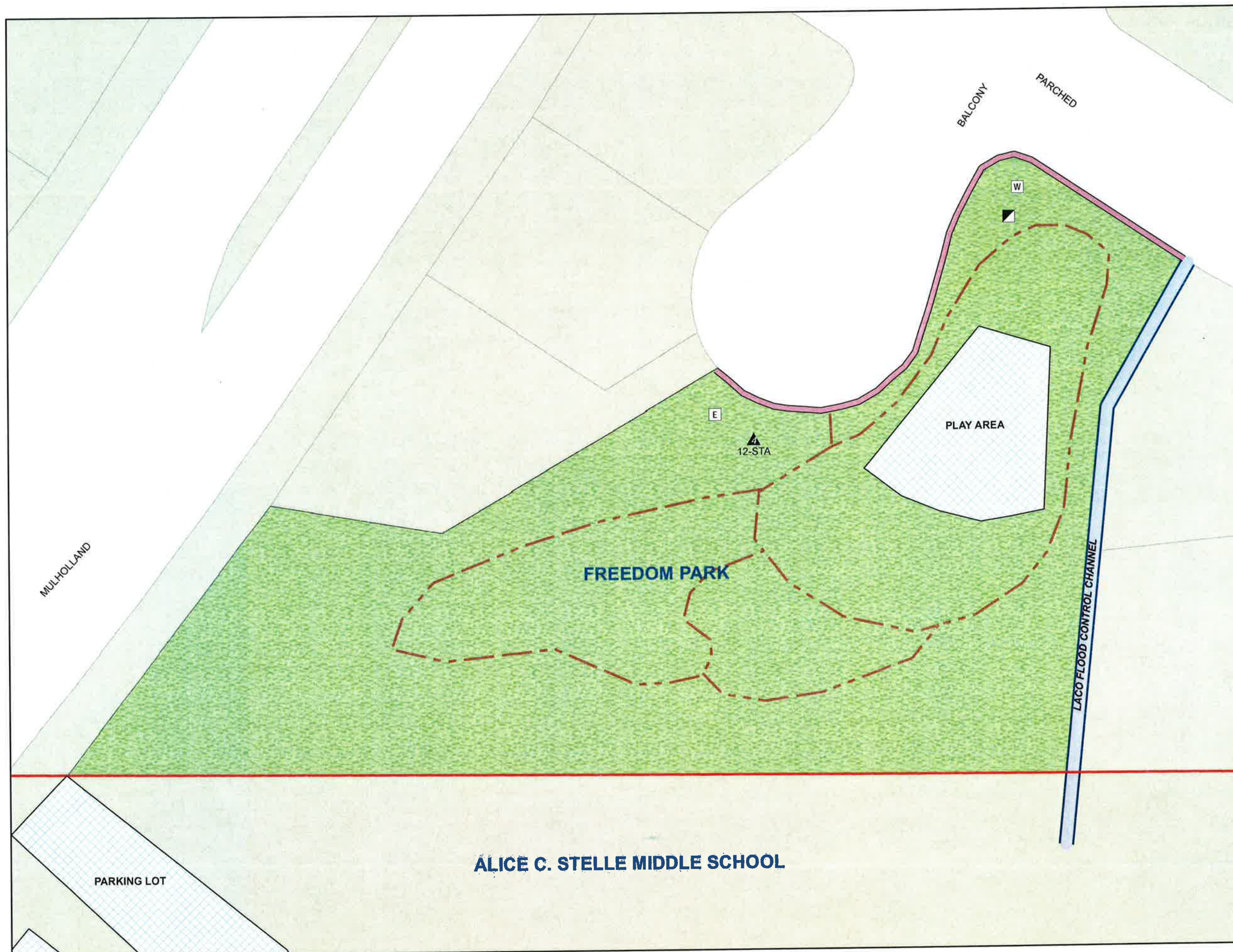
FREEDOM PARK LANDSCAPE MAINTENANCE

LEGEND

- PARK
- STRUCTURES
- SIDEWALK
- TRAILS
- FENCING
- V_DITCHES
- CREEK

IRRIGATION CONTROLLERS/DEVICES

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





CITY of CALABASAS

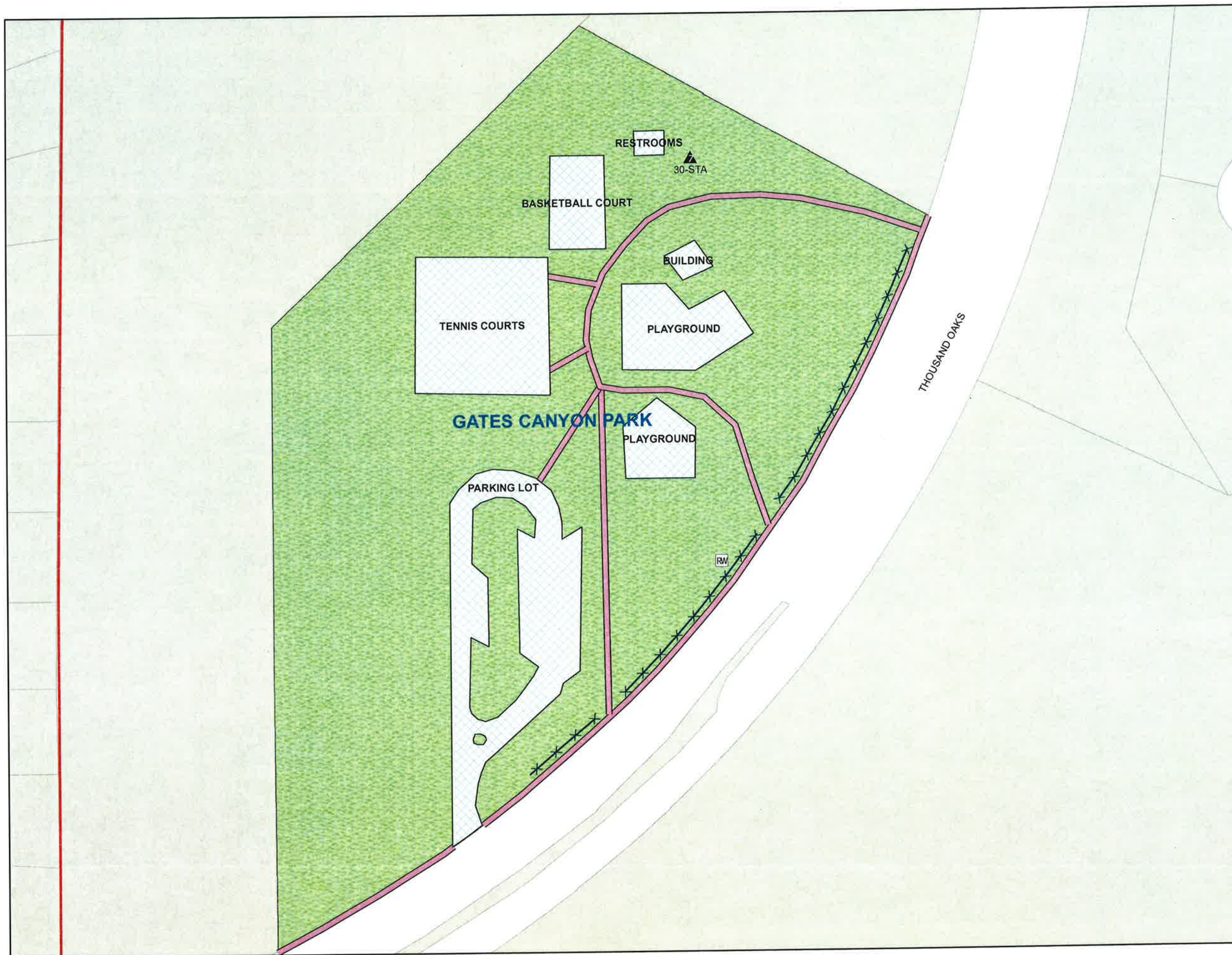
GATES CANYON PARK LANDSCAPE MAINTENANCE

LEGEND

- PARK
- STRUCTURES
- SIDEWALK
- TRAILS
- FENCING
- V_DITCHES
- CREEK

IRRIGATION CONTROLLERS/DEVICES

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





CITY of CALABASAS

**GRAPE ARBOR
PARK
LANDSCAPE
MAINTENANCE**

LEGEND

- PARK
- STRUCTURES
- SIDEWALK
- TRAILS
- FENCING
- V_DITCHES
- CREEK

IRRIGATION CONTROLLERS/DEVICES

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


















CITY of CALABASAS

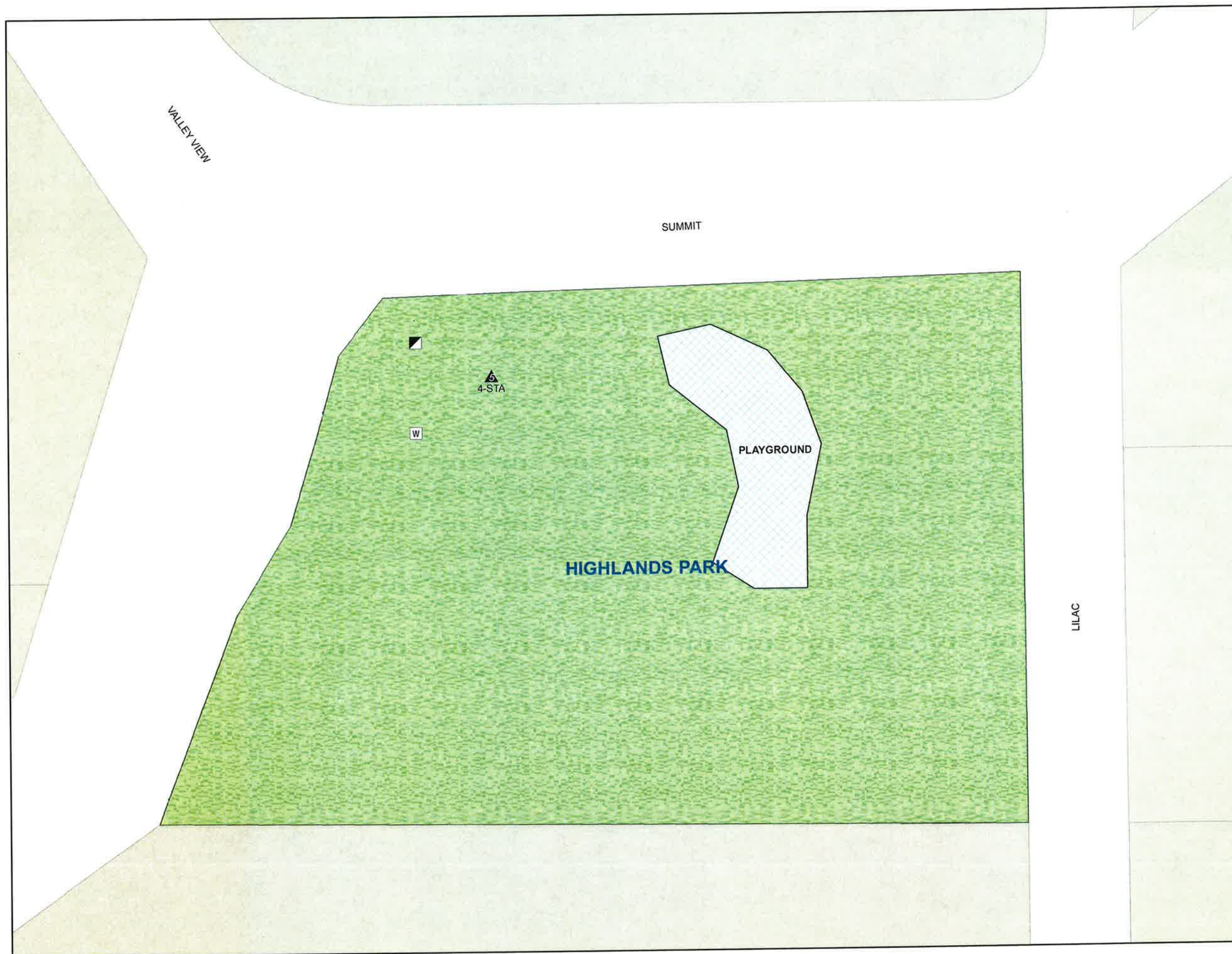
HIGHLANDS PARK LANDSCAPE MAINTENANCE

LEGEND

-  PARK
-  STRUCTURES
-  SIDEWALK
-  TRAILS
-  FENCING
-  V_DITCHES
-  CREEK

IRRIGATION CONTROLLERS/DEVICES

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





CITY of CALABASAS

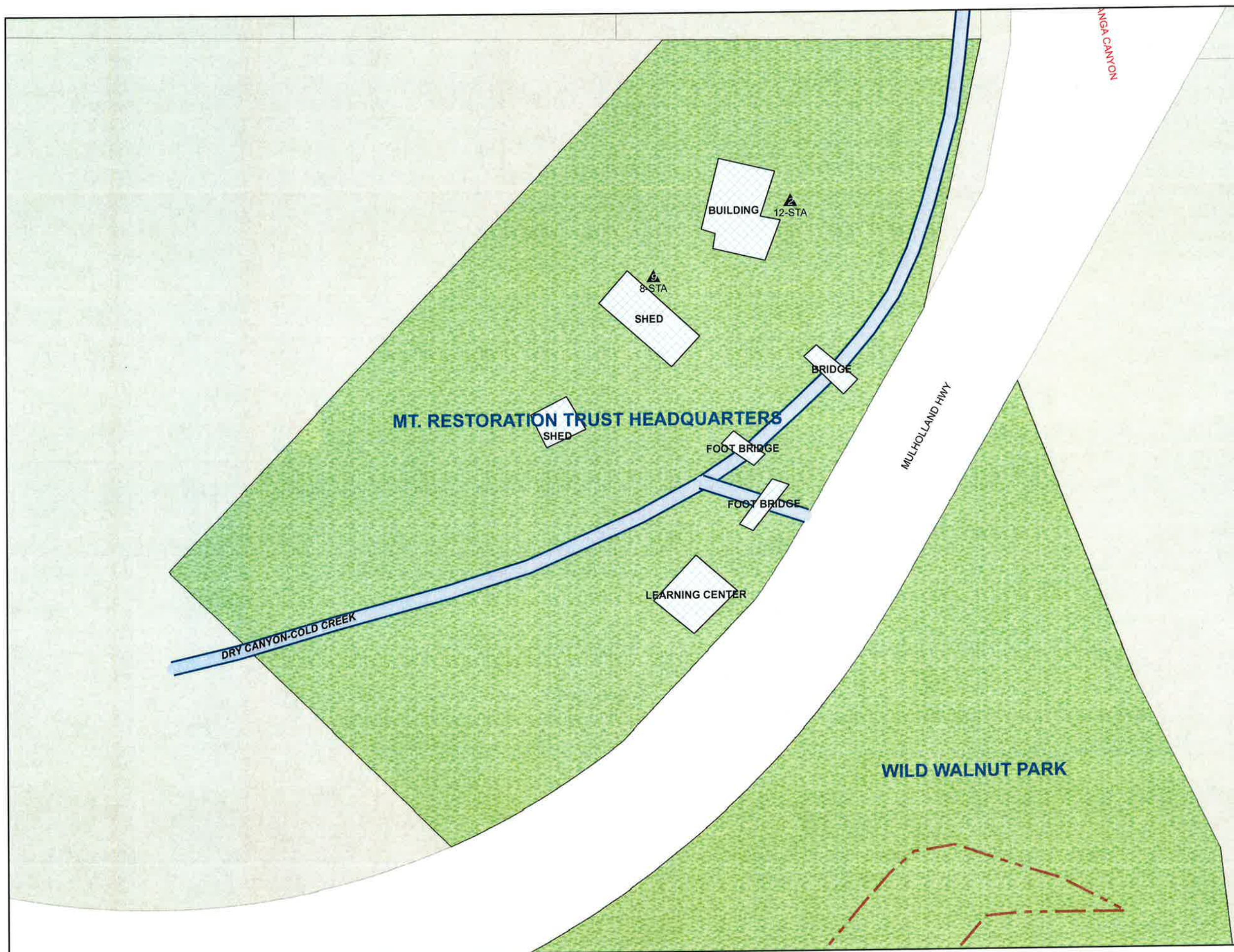
MT. RESTORATION TRUST HEADQUARTERS LANDSCAPE MAINTENANCE

LEGEND

- PARK
- STRUCTURES
- SIDEWALK
- TRAILS
- FENCING
- V_DITCHES
- CREEK

IRRIGATION CONTROLLERS/DEVICES

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


















CITY of CALABASAS

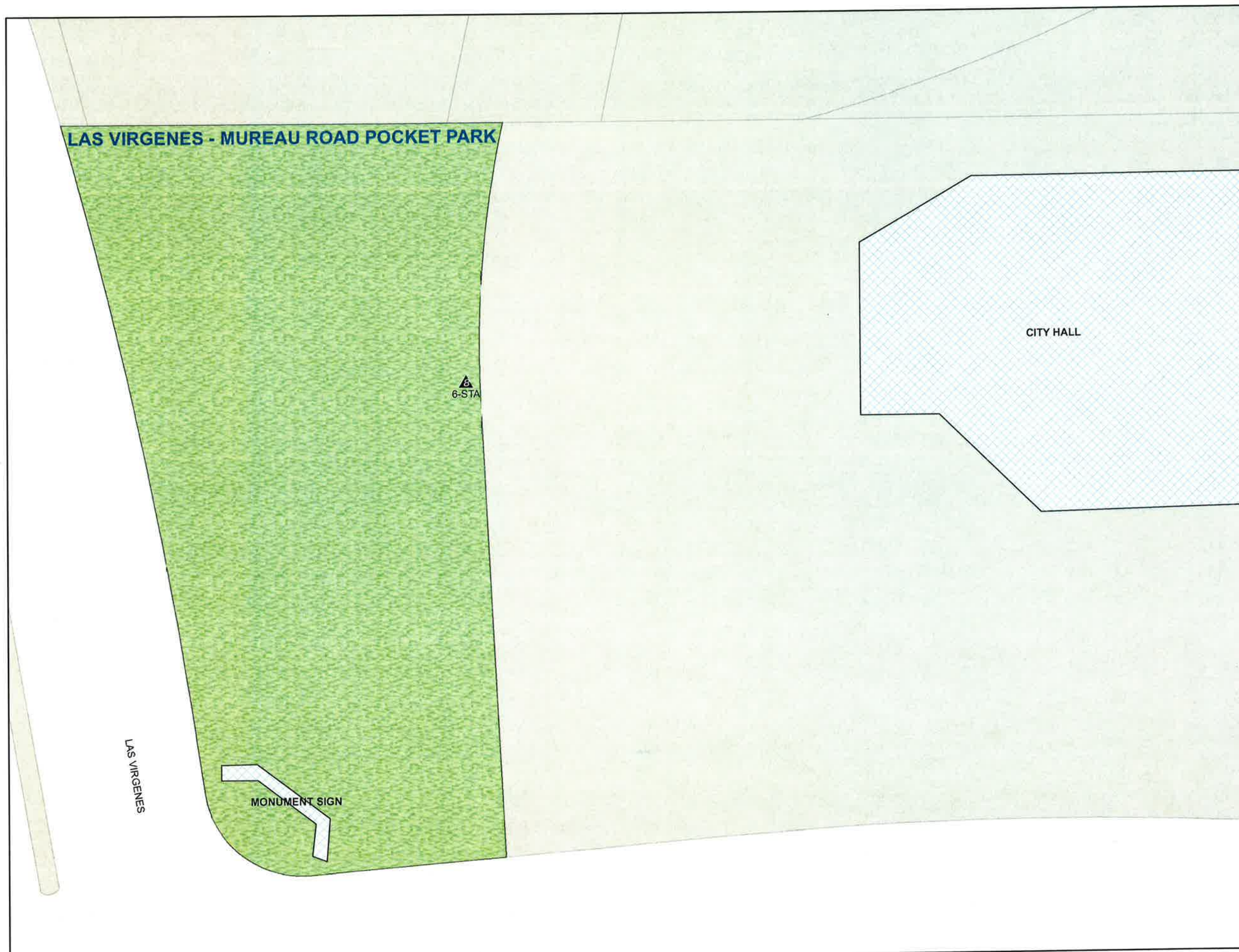
**LAS VIRGENES ROAD/
MUREAU ROAD
POCKET PARK
LANDSCAPE
MAINTENANCE**

LEGEND

-  PARK
-  STRUCTURES
-  SIDEWALK
-  TRAILS
-  FENCING
-  V_DITCHES
-  CREEK

IRRIGATION CONTROLLERS/DEVICES

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





CITY of CALABASAS

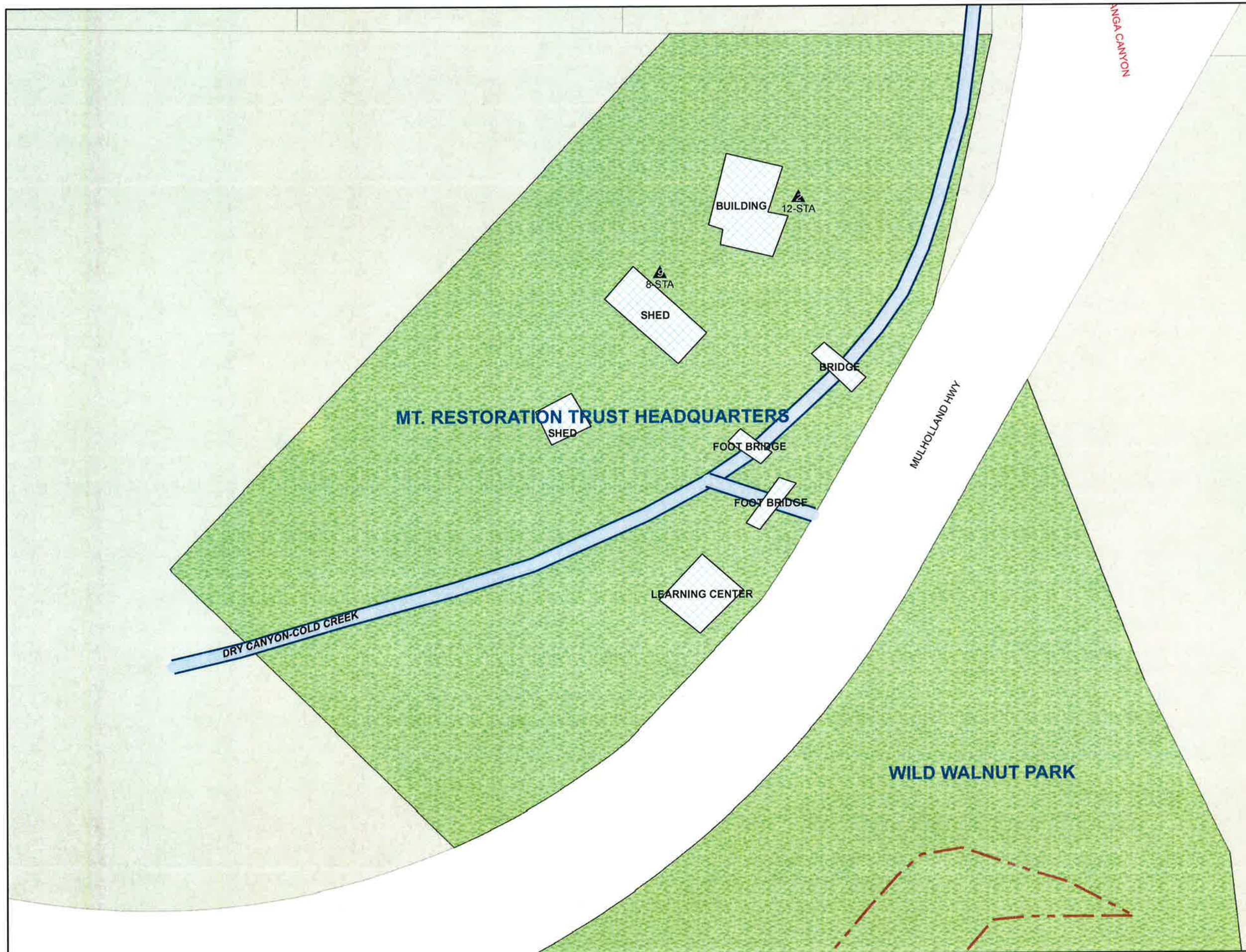
WILD WALNUT PARK LANDSCAPE MAINTENANCE

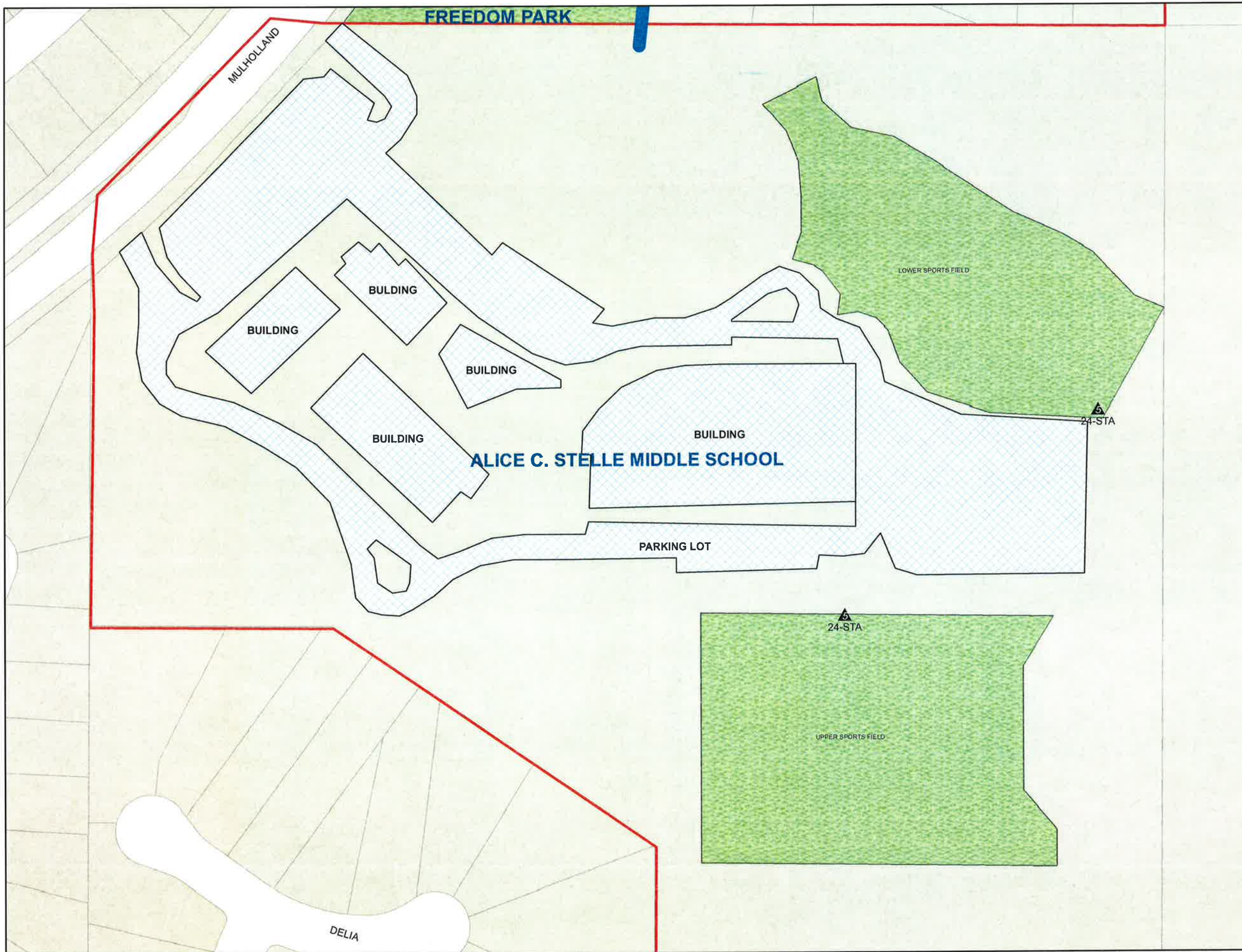
LEGEND

- PARK
- STRUCTURES
- SIDEWALK
- TRAILS
- FENCING
- V_DITCHES
- CREEK

IRRIGATION CONTROLLERS/DEVICES

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





CITY of CALABASAS

**ALICE C. STELLE
MIDDLE SCHOOL
LANDSCAPE
MAINTENANCE**

LEGEND

- PARK
- STRUCTURES
- SIDEWALK
- TRAILS
- FENCING
- V_DITCHES
- CREEK

IRRIGATION CONTROLLERS/DEVICES

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





CITY of CALABASAS

TENNIS AND SWIM CENTER LANDSCAPE MAINTENANCE

LEGEND

- PARK
- STRUCTURES
- SIDEWALK
- TRAILS
- FENCING
- V_DITCHES
- CREEK

IRRIGATION CONTROLLERS/DEVICES

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





CITY of CALABASAS
CITY COUNCIL AGENDA REPORT

DATE: FEBRUARY 19, 2013

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: JEFF RUBIN, DIRECTOR OF COMMUNITY SERVICES *JR*

SUBJECT: RECOMMENDATION TO RENEW A PROFESSIONAL SERVICES AGREEMENT WITH LITTLE LEARNERS, LLC, FOR THE OPERATION OF AFTER SCHOOL AND SEASONAL CAMP PROGRAMS

MEETING DATE: FEBRUARY 27, 2013

SUMMARY RECOMMENDATION:

It is recommended that City Council approve the renewal of a Professional Services Agreement with Little Learners, LLC, for the operation of after school and seasonal camp programs.

BACKGROUND/DISCUSSION:

In the summer of 1996, the City of Calabasas Community Services Department developed a seasonal youth day camp program for the residents of Calabasas. This program, known as Camp Calabasas, is quite popular and continues to operate at Juan Bautista De Anza Park. Due to the success of the above mentioned program, in 1998, staff negotiated an agreement with the LVUSD to provide an on-site after school program at Lupin Hill Elementary. With both of these programs continuing to grow in popularity, the amount of time and staffing required was creating internal concerns. Staff began exploring options that would allow for continued growth of these successful camps while enabling staff to concentrate on other programs and develop new programming for our community.

In early 2005, An RFP was noticed in the Acorn, requesting proposals for those interested in operating childcare and day camp programs for the City. Staff received one proposal from Little Learners. Little Learners had been running a successful Kindergarten Program at Lupin Hill since 2003, providing services for other local cities along with assisting City staff in some of our programming needs.

Our original Facility Use Agreement with Little Learners began in the spring of 2005 and due to their success in building a foundation and meeting the needs of our community; we have seen an increase in participation in both the after school and seasonal camp programs through the years. The state licensed after school program at Lupin Hill has proven to be a highly regarded service, so much so, the YMCA ceased operation in 2009 due to a substantial decrease in enrollment after a successful twelve year run.

Little Learners continues to work well with our community, school district and staff and we look forward to continued success in the coming years.

FISCAL IMPACT/SOURCE OF FUNDING:

All payments totaling \$94,200.00 per year made by Little Learners to the City shall be credited to Account Number 10-000-440010.

REQUESTED ACTION:

It is requested that City Council approve the renewal of a Professional Services Agreement with Little Learners, LLC, for the operation of after school and seasonal camp programs.

ATTACHMENTS:

Little Learners, LLC, Professional Services Agreement

PROFESSIONAL SERVICES AGREEMENT

City of Calabasas /Little Learners, LLC

1. IDENTIFICATION

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into by and between the City of Calabasas, a California municipal corporation (“City”), and Little Learners, LLC, an independent contractor (“Contractor”).

2. RECITALS

- 2.1 City has engaged in an RFP process to seek and evaluate qualified providers of childcare and camp services and has determined through city’s assessment that Contractor will provide the best service and value for City.
- 2.2 City has determined that it requires the following services from the Contractor: performance of childcare/camp services for De Anza Park located at 3701 Lost Hills Road, Calabasas, California 91302 and Lupin Hill Elementary School Portable located at 26210 Adamor Road, Calabasas, California 91302.
- 2.3 Contractor represents and it has been determined 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. Contractor 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 Contractor agree as follows:

3. DEFINITIONS

- 3.1 “Scope of Services”: Such professional services as are set forth in Exhibit A and incorporated herein by this reference.
- 3.2 “Commencement Date”: March 1, 2013.
- 3.3 “Expiration Date”: February 28, 2017.

4. TERM

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

5. CONTRACTOR’S SERVICES

- 5.1 Contractor 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. This Agreement shall not be construed as granting the Contractor any property interest in De Anza Park or Lupin Hill Elementary School Portable, including, but not limited to, a license, lease or concession.

- 5.2 Contractor shall perform all work to the highest professional standards of Contractor's profession and in a manner reasonably satisfactory to City. Contractor shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*).
- 5.3 Contractor 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 Contractor or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. **Bridget Nelson** shall be Contractor's project administrator and shall have direct responsibility for management of Contractor's performance under this Agreement. No change shall be made in Contractor's project administrator without City's prior written consent.

6. COMPENSATION

- 6.1 City shall not compensate the Contractor unless the City is utilizing the services of the Contractor for conducting community recreation classes, as identified in the Scope of Services. Contractor shall receive compensation from persons using the childcare/camp services they provide. All fees charged by Contractor for childcare/camp services shall be subject to review by the City to ensure that the fee structure is benchmarked against industry standards and fair market value for goods and services.
- 6.2 Contractor shall pay the City a monthly rental fee (Facility Use Fee) as set forth in Exhibit B, due on the fifteenth (15th) of the month for the current month's use of De Anza Park and the Lupin Hill Elementary School Portable.

7. OWNERSHIP OF WRITTEN PRODUCTS

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

8. RELATIONSHIP OF PARTIES

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.

9. CONFIDENTIALITY

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

10. INDEMNIFICATION

- 10.1 The parties agree that City, its officers, agents, employees and volunteers should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the parties to be interpreted and construed to provide the City with the fullest protection possible under the law. Contractor acknowledges that City would not enter into this Agreement in the absence of Contractor's commitment to indemnify and protect City as set forth herein.
- 10.2 To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend City, its officers, agents, employees and volunteers from and against any and all claims 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 Contractor 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 Contractor under this Agreement any amount due City from Contractor as a result of Contractor's failure to pay City promptly any indemnification arising under this Section 10 and related to Contractor'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 Contractor under this Section 10 will not be limited by the provisions of any workers' compensation act or similar act. Contractor expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.
- 10.5 Contractor 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 Contractor in the performance of this Agreement. In the event Contractor fails to obtain such indemnity obligations from others as required herein, Contractor 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 Contractor's subcontractors or any other person or entity involved by, for, with or on behalf of Contractor 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 Contractor because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

11. INSURANCE

- 11.1 During the term of this Agreement, Contractor 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 Contractor'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 Two Million Dollars (\$2,000,000) including products and operations hazard, contractual insurance, broad form property damage, independent contractors, personal injury, underground hazard, and explosion and collapse hazard where applicable.

11.1.2 Worker's Compensation insurance as required by the laws of the State of California, including but not limited to California Labor Code Section 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, and, if any work is sublet, Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees, unless such employees are covered by the protection afforded by Contractor. Contractor and any of Contractor's subcontractors shall be required to provide City with a written statement acknowledging its obligation to secure payment of Worker's Compensation Insurance as required by Labor Code Section 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 Contractor 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 Contractor 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, Contractor 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. Contractor shall, prior to commencement of work under this Agreement, file with City's Risk Manager such certificate(s).

- 11.6 Contractor 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 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. Contractor 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 Contractor 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 Contractor's insurance and shall not contribute with it.
- 11.9 All insurance coverage provided pursuant to this Agreement shall not prohibit Contractor, and Contractor's employees, agents or subcontractors, from waiving the right of subrogation prior to a loss. Contractor 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, Contractor shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Contractor shall procure a bond guaranteeing payment of losses and expenses.
- 11.11 Procurement of insurance by Contractor shall not be construed as a limitation of Contractor's liability or as full performance of Contractor's duties to indemnify, hold harmless and defend under Section 10 of this Agreement.

12. MUTUAL COOPERATION

- 12.1 City shall provide Contractor with all pertinent data, documents and other requested information as is reasonably available for the proper performance of Contractor's services under this Agreement.
- 12.2 City shall make De Anza Park and the Lupin Hill Elementary School Portable available to Contractor for the purposes stated in this Agreement.

12.3 In the event any claim or action is brought against City relating to Contractor's performance in connection with this Agreement, Contractor shall render any reasonable assistance that City may require.

13. RECORDS AND INSPECTIONS

Contractor 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

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

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 Contractor's and City's regular business hours; or (ii) on the third business day following deposit in the United States mail if delivered by mail, postage prepaid, to the addresses listed below (or to such other addresses as the parties may, from time to time, designate in writing).

If to City

City of Calabasas
100 Civic Center Way
Calabasas, CA 91302
Attn: Jeff Rubin,
Director of Community Services
Telephone: (818) 224-1600

If to Contractor:

Little Learners, LLC
Bridget Nelson
PO BOX 9164
Calabasas, CA 91302
Mobile: (818) 430-8285

With courtesy copy to:

Scott H. Howard, Interim City Attorney
Colantuono & Levin, PC
300 South Grand Avenue, Suite 2700
Los Angeles, CA 90071-3137
Telephone: (213) 542-5700
Facsimile: (213) 542-5710

16. SURVIVING COVENANTS

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

17. TERMINATION

17.1. City shall have the right to terminate this Agreement for any reason on sixty calendar days' written notice to Contractor. Contractor shall have the right to terminate this Agreement for any reason on sixty calendar days' written notice to City. Contractor 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.

18. GENERAL PROVISIONS

18.1 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, 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 Contractor.

18.2 In the performance of this Agreement, Contractor shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition.

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

18.4 The waiver by City or 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.

- 18.5 Consultant shall not be liable for any failure to perform if Contractor 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 Contractor.
- 18.6 Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance of the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any of all of such other rights, powers or remedies. In the event legal action shall be necessary to enforce any term, covenant or condition herein contained, the party prevailing in such action, whether reduced to judgment or not, shall be entitled to its reasonable court costs, including accountants' fees, if any, and attorneys' fees expended in such action. The venue for any litigation shall be Los Angeles County, California.
- 18.7 If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to, the extent necessary to cure such invalidity or unenforceability, and in its amended form shall be enforceable. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
- 18.8 This Agreement shall be governed and construed in accordance with the laws of the State of California.
- 18.9 All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement. In the event of any material discrepancy between the 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 Contractor 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 Contractor.

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

“City”
City of Calabasas

“Contractor”
Little Learners, LLC

By: _____
Mary Sue Maurer, Mayor

By: _____
Bridget Nelson, Owner

Date: _____

Date: _____

By: _____
Carly Armacost, Officer

Date: _____

Attest:

By: _____
Maricela Hernandez, MMC
City Clerk

#

Date: _____

Approved as to form:

By: _____
Scott H. Howard, Interim City Attorney

Date: _____

- | | | |
|--------------------------------------|-------------|--------------------------------|
| | W | 11:25am-2:30pm |
| • After-School Camp Calabasas | M, T, TH, F | 7:00am-8:00am
2:05pm-6:30pm |
| | W | 12:20pm-6:30pm |
| • Summer & Seasonal
Camp Programs | M-F | 7:00am-6:30pm |
- M. Provide childcare/camp programs for three “non-legal school holidays/SDD days at no additional charge for participants normally enrolled on designated days. See LVUSD school calendar for specific dates. Program operating times on designated days shall be: 7:00am-6:30pm
- N. Provide qualified director onsite at all times during operating hours. Owner/operator must be onsite 50% of the time for all programs.
- O. Make necessary arrangements and provide transportation as it relates to childcare/camp field trips and camp excursions and pay up to 50% of all transportations costs. See section G under City Responsibilities for city shuttles and beach bus program.
- P. Provide a scholarship program consisting of a minimum of four full-time equivalent scholarships for the state licensed after-school program during the school year and a minimum of four full-time equivalent scholarships during the camp season.
- Q. Subject to the approval of the Facility Supervisor, the areas of program use must have routine daily cleaning and maintenance provided by Little Learners.
- R. All existing childcare/camp programs must retain original names unless otherwise approved by the City.
- S. LITTLE LEARNERS will not pursue any other childcare/camp programs located on Las Virgenes Unified School District property within the city limits without the written consent of the City of Calabasas.
- T. Pay for all furnishings for the portable classroom at Lupin Hill.
- U. Pay for all phone/fax charges including installation.
- V. Pay for all monthly electricity, water, and sewer charges at portable classroom at Lupin Hill.

- W. Pay for all general maintenance and cleaning of Restrooms and Facility and daily trash removal at portable classroom at Lupin Hill.
- X. Pay for any and all needed signs for facilities upon City approval.
- Y. Make Classroom trailer available to Lupin Hill Elementary School for school meetings and or events as needed.
- Z. Provide consulting services for City run child care programs as needed and requested by the Community Services Director. LITTLE LEARNERS will be paid the rate of \$30.00 per hour for such services.

Responsibilities of the City:

- A. Make De Anza Park available to LITTLE LEARNERS for the purposes stated in this Agreement and shall not unreasonably, except as specified herein, interfere with LITTLE LEARNERS in the exercise of any of its rights or responsibilities under this Agreement.
- B. Provide a State Licensed Portable Classroom (43' x 66' box size) unit onsite at Lupin Hill Elementary School. City will provide general repairs (AC, Electrical and Roofing) of the portable classroom. City will also provide annual carpet cleaning and linoleum waxing.
- C. Remain as Title Holder on the State License with Community Care Licensing. Provider will be named as Administrator under State License.
- D. Employ a Facility Supervisor to oversee the operation of De Anza Park and Lupin Hill Elementary School site and all activities, including coordination of facility maintenance as described in item B above.
- E. Assist with marketing and promotion of the LITTLE LEARNERS programs in the City of Calabasas Recreation Brochure. The City will provide the equivalent to one half page in each addition of the Recreation Brochure.
- F. City will provide limited authorized access to office space at De Anza Park to include; use of desk, phones, computer, fax, copier, and file space for the summer and seasonal camps in accordance with this Agreement. Storage space will also be made available for program supplies and materials for De Anza Park programs.

- G. City will assist in the negotiation of excursion transportation under the City transportation provider for program related transportation. City will make 50% of any transportation related funding available to LITTLE LEARNERS.
- H. Evaluate accounting procedures to ensure proper cash handling procedures within ninety (90) days of contract commencement and audit financials on an annual basis.
- I. De Anza Park facility staff will assist with the distribution of LITTLE LEARNERS program information, promotional material and program registration forms.

EXHIBIT B
APPROVED FEE SCHEDULE

Contractor shall pay to the City the sum of \$94,200.00 per contract year under this agreement for the use of the facilities at De Anza Park and the Lupin Hill Elementary School Portable (“Fee”). The payment schedule for the Facilities Use Fee will be forty-eight (48) monthly payments of \$7,850.00 per month starting the month of March 2013. Facilities Use Fee is due the Fifteenth (15th) of the month.

Consulting services for City run child care programs as needed and requested by the Community Services Director. LITTLE LEARNERS will be paid the rate of \$30.00 per hour for such services.

Little Learners will reimburse the City for any damage caused to the facilities as it relates to their operation of the childcare/camp programs.




CITY of CALABASAS

CITY COUNCIL AGENDA REPORT

DATE: FEBRUARY 11, 2013

TO: HONORABLE MAYOR AND COUNCILMEMBERS

**FROM:  ROBERT YALDA, P.E., T.E., PUBLIC WORKS DIRECTOR/CITY ENGINEER
BARSIN BET GOVARGEZ, E.I.T., ASSISTANT CIVIL ENGINEER**

SUBJECT: RECOMMENDATION TO APPROVE A CHANGE ORDER TO 'ALL AMERICAN ASPHALT' FOR EXTRA WORK AS PART OF SPECIFICATION No. 12-13-01, 2012 MULHOLLAND HWY OVERLAY PROJECT AND APPROPRIATE ADDITIONAL FUNDING FOR MATERIAL TESTING SERVICES TO 'BTC LABS - VERTICAL V' FOR THE EXTRA WORK

MEETING DATE: FEBRUARY 27, 2013

SUMMARY RECOMMENDATION:

Staff recommends that City Council approve additional funds to the Mulholland Hwy 2012 overlay contract to All American Asphalt in the amount of \$139,656.00 for the street resurfacing of Park Corona and Park Esperanza. Staff also recommends appropriating \$6,320.00 for performing quality control and material testing services to BTC Labs - Vertical V for this project. Staff is recommending appropriations for a total of \$145,976.00 to cover costs associated with this project.

DISCUSSION/ANALYSIS:

The 2012 Mulholland overlay project was approved by City Council on November 14, 2012 meeting. Change Order No.1 was signed on January 14, 2013 in the amount of \$ 2,640.00 for installation of traffic loop detector related work. Now, staff has prepared Change Order No.2 which consists of street resurfacing of Park Corona and Park Esperanza. The requested additional funds in the amount of \$139,656.00 for this extra work to All American Asphalt includes the total construction cost of \$ 126,960.00 plus a 10% contingency- the industry standard

for construction contracts in the amount of \$ 12,696.00. Staff is recommending street resurfacing of Park Corona and Park Esperanza upon the field visit findings and review of the Pavement Condition Index (PCI) ratings outlined in the City's 2012 Pavement Management System Report. All streets in the report are ranked with a Pavement Condition Index (PCI) between 0 - 100 with 100 being the best. Park Corona was evaluated in two sections and received PCI rating of 32 and 49; Park Esperanza received a PCI rating of 44.

All American Asphalt is well known in the region and is regarded as a reputable construction company. Staff had checked the references previously and received favorable reports about the company and projects they worked on. Also, they have performed well in the City's recent Mulholland Hwy overlay project.

Staff will use the existing contract with BTC Labs - Vertical V for performing quality control and material testing for this project.

FISCAL IMPACT/SOURCE OF FUNDING:

The source of funding for the proposed work is from Fund 15 (Gas Tax Fund).

Account No. 40-319-6502-12 will be used to track all costs associated with the project. All requested funds should be appropriated to this account and adjust the budget accordingly.

REQUESTED ACTION:

Staff recommends that City Council approve additional funds to the Mulholland Hwy 2012 overlay contract to All American Asphalt in the amount of \$139,656.00 for the street resurfacing of Park Corona and Park Esperanza. Staff also recommends appropriating \$6,320.00 for performing quality control and material testing services to BTC Labs - Vertical V for this project. Staff is recommending appropriations for a total of \$145,976.00 to cover costs associated with this project.

ATTACHMENTS:

Exhibit A. Original contract for 2012 Mulholland Hwy 2012 overlay project

Exhibit B. Change Order No. 1

Exhibit C. Change Order No. 2

Exhibit D. BTC Labs's Proposal

ARTICLES OF AGREEMENT

MULHOLLAND HWY 2012 OVERLAY PROJECT, SPECIFICATION No. 12-13-01, AGREEMENT IN THE CITY OF CALABASAS, CALIFORNIA

THIS MULHOLLAND HWY 2012 OVERLAY PROJECT, SPECIFICATION No. 12-13-01, AGREEMENT ("AGREEMENT") is made and entered into for the above-stated project this 14th day of November, 2012, BY AND BETWEEN the City of Calabasas, a municipal corporation, hereafter designated as "AGENCY", and ALL AMERICAN ASPHALT, a California Corporation, hereafter designated as "CONTRACTOR."

WITNESSETH that AGENCY and CONTRACTOR have mutually agreed as follows:

ARTICLE I: CONTRACT DOCUMENTS

The contract documents for the Mulholland Hwy 2012 overlay Project, Specification No. 12-13-01, shall consist of the Notice Inviting Sealed Bids, Instructions To Bidders, Bid Proposal, Bid Schedule, Standard Specifications, Special Provisions, and all referenced specifications, details, standard drawings, and appendices; together with two signed copies of the AGREEMENT, two signed copies of required bonds; one copy of the insurance certificates, permits, notices, and affidavits; and also including any and all addenda or supplemental agreements clarifying, amending, or extending the work contemplated as may be required to ensure its completion in an acceptable manner (collectively referred to herein as the "Contract Documents"). All of the provisions of the Contract Documents are made a part hereof as though fully set forth herein.

ARTICLE II: SCOPE OF WORK

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

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

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

ARTICLE III: COMPENSATION

A. CONTRACTOR agrees to receive and accept the prices set forth in the Bid Proposal and Bid Schedule as full compensation for furnishing all materials, performing all work, and fulfilling all obligations hereunder. In no event shall the total compensation and costs payable to CONTRACTOR under this Agreement exceed the sum of Two Hundred Fifty Nine Thousand Four Hundred Forty Dollars (\$259,440) unless specifically approved in advance and in writing by AGENCY.

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

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

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

ARTICLE IV: LABOR CODE

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

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

A. The CONTRACTOR shall pay the prevailing wage rates for all work performed under the AGREEMENT. When any craft or classification is omitted from the general prevailing wage determinations, the CONTRACTOR shall pay the wage rate of the craft or

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

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

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

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

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

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

ARTICLE V: WORK SITE CONDITIONS

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

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

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

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

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

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

In the event that a dispute arises between AGENCY and CONTRACTOR whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in CONTRACTOR's cost of, or time required for, performance of any part of the work,

CONTRACTOR shall not be excused from any scheduled completion date provided in the AGREEMENT, but shall proceed with all work to be performed under the AGREEMENT. CONTRACTOR shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

ARTICLE VI: INSURANCE

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

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

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

ARTICLE VII: INDEMNIFICATION

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

If CONTRACTOR is a joint venture or partnership, each venturer or partner shall be jointly and severally liable for any and all of the duties and obligations of CONTRACTOR that are assumed under or arise out of this AGREEMENT. Each of such venturers or partners waives notice of the breach or non-performance of any undertaking or obligation of CONTRACTOR contained in,

resulting from or assumed under this AGREEMENT, and the failure to give any such notice shall not affect or impair such venturer's or partner's joint and several liability hereunder.

ARTICLE VIII: BINDING EFFECT

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

ARTICLE IX: DISPUTE RESOLUTION

A. In the event of a dispute arising out of the terms of this AGREEMENT, including any action brought to declare the rights granted herein or to enforce any of the terms of this AGREEMENT, the party prevailing in such dispute shall be entitled to all reasonable costs and litigation expenses actually incurred, including fees of attorneys and expert witnesses. Any court action arising out of this AGREEMENT shall be filed in the Los Angeles County Superior Court. Any alternative dispute resolution proceeding arising out of this AGREEMENT shall be heard in the County of Los Angeles.

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

C. This AGREEMENT is further subject to the provisions of Article 1.5 (commencing at Section 20104) of Division 2, Part 3 of the Public Contract Code regarding the resolution of public works claims of less than \$375,000. Article 1.5 mandates certain procedures for the filing of claims and supporting documentation by Contractor, for the response to such claims by the Agency, for a mandatory meet and confer conference upon the request of Contractor, for mandatory nonbinding mediation in the event litigation is commenced, and for mandatory judicial arbitration upon the parties' failure to resolve the dispute through mediation. This AGREEMENT hereby incorporates the provisions of Article 1.5 as though fully set forth herein.

ARTICLE X: INDEPENDENT CONTRACTOR

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

ARTICLE XI: TAXES

CONTRACTOR is responsible for paying all retail, sales and use, transportation, export, import, special or other taxes and duties applicable to, and assessable against any work, materials,

equipment, services, processes and operations incidental to or involved in this AGREEMENT. The CONTRACTOR is responsible for ascertaining and arranging to pay such taxes and duties. The prices established in this AGREEMENT shall include compensation for any taxes the CONTRACTOR is required to pay by laws and regulations in effect as of the execution of this AGREEMENT.

ARTICLE XII: NOTICES

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

AGENCY: BARSIN BET GOVARGEZ CONTRACTOR: ROBERT BRADLEY

CITY OF CALABASAS

ALL AMERICAN ASPHALT

100 Civic Center Way

400 E. Sixth St.

Calabasas, CA 91302-3172

Corona, CA 92879

ARTICLE XIII: ENTIRE AGREEMENT

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

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

ARTICLE XIV: AUTHORITY TO CONTRACT

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

ARTICLE XV: GENERAL PROVISIONS

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

B. In the performance of this Agreement, CONTRACTOR shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion,

sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability, medical condition or any other unlawful basis.

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

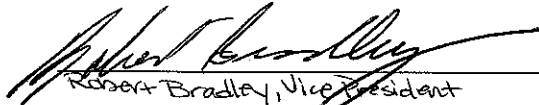
D. The waiver by AGENCY or CONTRACTOR of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. No term, covenant or condition of this Agreement shall be deemed to have been waived by AGENCY or CONTRACTOR unless in writing.

E. Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance of the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any of all of such other rights, powers or remedies.

IN WITNESS WHEREOF the parties hereto for themselves, their heirs, executors, administrators, successors, and assigns do hereby agree to the full performance of the covenants herein contained and have caused this AGREEMENT to be executed in duplicate by setting hereunto their names, titles, hands, and seals this 14th day of November, 2012.

CONTRACTOR:

ALL AMERICAN ASPHALT


Robert Bradley, Vice President
Contractor's License No. 267073

Subscribed and sworn to this 29th day of November, 2012.

NOTARY PUBLIC

See attached jurat

(SEAL)

AGENCY:


Mary Sue Maurer, Mayor of the

12/27/12
Date

CALIFORNIA JURAT

State of California

County of Riverside

Subscribed and sworn to (or affirmed) before me on this 29th day of November, 2012
Date Month

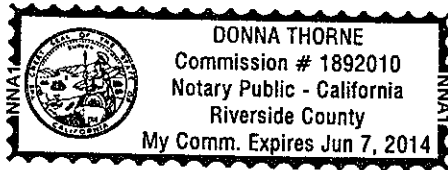
By (1) Robert Bradley
Name of Signer

Proved to me on the basis of satisfactory evidence be the person who appeared before me (.) (,)

(and

(2) N/A
Name of Signer

Proved to me on the basis of satisfactory evidence be the person who appeared before me.)



Signature Donna Thorne
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to person relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Further Description of Any Attached Document

Title or Type of Document
Articles of Agreement
Signed 11/29/2012 Number 8 of Pages 9

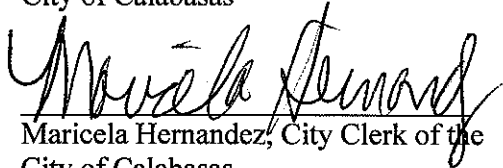
RIGHT THUMBPRINT OF SIGNER
Top of thumb here

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer(s) Other Than Named Above: None


City of Calabasas

ATTESTED:


Maricela Hernandez, City Clerk of the
City of Calabasas

12/7/12
Date

APPROVED AS
TO FORM:


Scott H. Howard, Interim City Attorney
of the City of Calabasas

12/6/12
Date

(EXECUTE IN DUPLICATE)

Premium included in Performance Bond
Bond No. 7632916
Executed in: 2 Counterparts

**PAYMENT BOND
MULHOLLAND HWY 2012 OVERLAY PROJECT,
SPECIFICATION No. 12-13-01, AGREEMENT
IN THE CITY OF CALABASAS, CALIFORNIA**

WHEREAS, the City of Calabasas, as AGENCY has awarded to All American Asphalt, as CONTRACTOR, a contract for the above-stated project;
AND WHEREAS, CONTRACTOR is required to furnish a bond in connection with the contract, to secure the payment of claims of laborers, mechanics, material persons, and other persons as provided by law;
NOW THEREFORE, we, the undersigned CONTRACTOR and SURETY, are held and firmly bound unto AGENCY in the sum of *Two Hundred Fifty Nine Thousand Four Hundred Forty Dollars (\$259,440)* which is one hundred percent (100%) of the total contract amount for the above-stated project, for which payment well and truly to be made we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION IS SUCH that if CONTRACTOR, its heirs, executors, administrators, successors, assigns or subcontractors, shall fail to pay any of the persons named in Civil Code Section 3181, or amounts due under the Unemployment Insurance Code with respect to work or labor withheld, and to pay over to the Employment Development Department from the wages of employees of the CONTRACTOR and its subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to such work and labor, that the surety or sureties herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, SURETY will pay reasonable attorneys' fees to the plaintiffs and AGENCY in an amount to be fixed by the court.

This bond shall inure to the benefit to any of the persons named in Civil Code Section 3181 as to give a right of action to such persons or their assigns in any suit brought upon this bond.

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

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals this day of
November 26, 2012

Contractor*


All American Asphalt - Robert F. Bradley, N.P.
400 E. Sixth Street
Corona, CA 92879
(951) 736-7600

Surety*

Fidelity and Deposit Company of Maryland
777 S. Figueroa Street, Ste. 3900
Los Angeles, CA 90017 (213) 270-0600


William Syrkin, Attorney-in-Fact

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

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

NOTARY PUBLIC..... ** Please See Attached**

(SEAL)

(EXECUTE IN DUPLICATE)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

State of California

County of Riverside

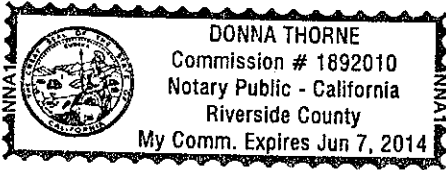
On 11/29/2012 before me, Donna Thorne, Notary Public
Date Here Insert name and Title of the Officer

personally appeared Robert Bradley
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Place Notary Seal Above

Signature Donna Thorne
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to person relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document Payment Bond #7632916

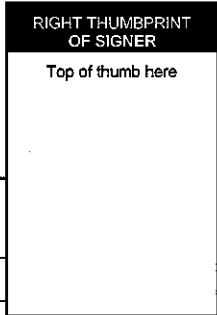
Document Date 11/26/2012 Number of Pages: One (1)

Signer(s) Other Than Named Above: Fidelity and Deposit Company of Maryland
Capacity(ies) Claimed by Signer(s)

Signer's Name: Robert Bradley

- Individual
- Corporate Officer — Title(s): Vice-President
- Partner — Limited General
- Attorney in Fact
- Trustee
- Other: _____

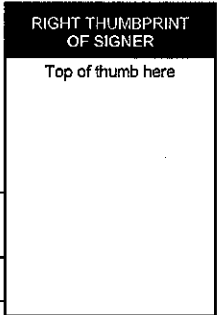
Signer is Representing:
All American Asphalt



Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Other: _____

Signer is Representing: _____



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
 County of Orange }

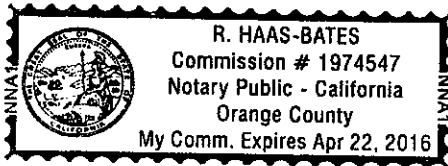
On 11/26/2012 before me, R. Haas-Bates, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared William Syrkin
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Place Notary Seal Above

Signature R. Haas-Bates
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Payment Bond No. 7632916

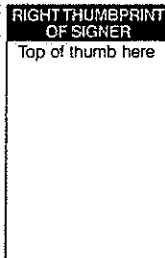
Document Date: 11/26/2012 Number of Pages: One (1)

Signer(s) Other Than Named Above: All American Asphalt

Capacity(ies) Claimed by Signer(s)

Signer's Name: William Syrkin

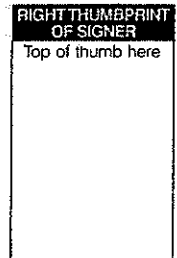
- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____
 Fidelity and Deposit Company of Maryland

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Bond No: 7632916
Premium: \$1,025.00
Premium is for contract term and is subject
to adjustment based on final contract price
Executed in 2 Counterparts

**FAITHFUL PERFORMANCE BOND
MULHOLLAND HWY 2012 OVERLAY PROJECT,
SPECIFICATION No. 12-13-01, AGREEMENT
IN THE CITY OF CALABASAS, CALIFORNIA**

KNOW ALL PERSONS BY THESE PRESENTS that All American Asphalt, hereinafter referred to as "CONTRACTOR", and Fidelity and Deposit Company of Maryland, a SURETY, a corporation duly organized and doing business under and by virtue of the laws of the State of California and duly licensed for the purpose of making, guaranteeing, or becoming sole surety upon bonds or undertakings as Surety, are held and firmly bound unto the CITY OF CALABASAS, CALIFORNIA, hereinafter referred to as the "AGENCY" in the sum of *Two Hundred Fifty Nine Thousand Four Hundred Forty Dollars (\$259,440)*; which is one hundred percent (100%) of the total contract amount for the above stated project; lawful money of the United States of America for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, assigns and successors, jointly and severally, firmly by these presents. *Maryland

THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that whereas CONTRACTOR has been awarded and is about to enter into a Contract with AGENCY to perform all work required pursuant to the contract documents for the project entitled: *Mulholland Hwy 2012 Overlay Project*, SPECIFICATION No. 12-13-01 CONTRACT which Contract is by this reference incorporated herein, and is required by AGENCY to give this Bond in connection with the execution of the Contract;

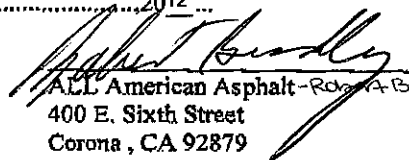
NOW, THEREFORE, if CONTRACTOR and his or her Subcontractors shall well and truly do and perform all the covenants and obligations of the Contract on his or her part to be done and performed at the times and in the manner specified herein including compliance with all Contract specifications and quality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

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

In the event suit is brought upon this Bond by AGENCY and judgment is recovered, said Surety shall pay all costs incurred by AGENCY in such suit, including a reasonable attorney's fee to be fixed by the Court. IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals this 26th day of


November....., 2012

Contractor*


ALL American Asphalt - Robert A. Bradley, N.P.
400 E. Sixth Street
Corona, CA 92879
(951) 736-7600

SURETY* Fidelity and Deposit Company of Maryland

777 S. Figueroa Street, Ste. 3900
Los Angeles, CA 90017
(213) 270-0600


William Syrkin, Attorney-in-Fact

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

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

** Please See Attached**

NOTARY PUBLIC.....

(SEAL)

(EXECUTE IN DUPLICATE)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

State of California

County of Riverside

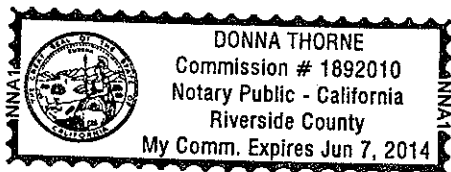
On 11/29/2012 before me, Donna Thorne, Notary Public
Date Here Insert name and Title of the Officer

personally appeared Robert Bradley
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Place Notary Seal Above

Signature Donna Thorne
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to person relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

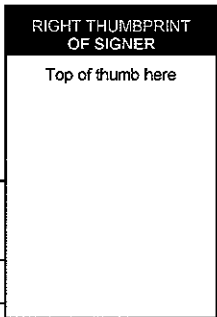
Title or Type of Document Faithful Performance Bond #7632916

Document Date 11/26/2012 Number of Pages: One (1)

Signer(s) Other Than Named Above: Fidelity and Deposit Company of Maryland
Capacity(ies) Claimed by Signer(s)

Signer's Name: Robert Bradley

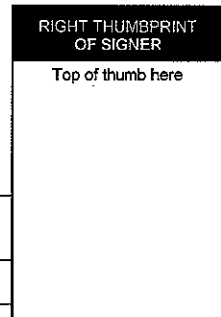
- Individual
- Corporate Officer — Title(s): Vice-President
- Partner — Limited General
- Attorney in Fact
- Trustee
- Other: _____



Signer is Representing:
All American Asphalt

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Other: _____



Signer is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
 County of Orange }

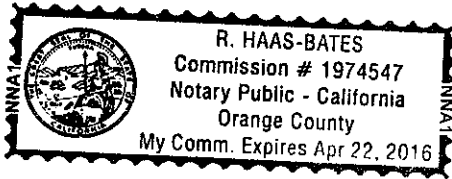
On 11/26/2012 before me, R. Haas-Bates, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared William Syrkin
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Faithful Performance Bond No. 7632916

Document Date: 11/26/2012 Number of Pages: One (1)

Signer(s) Other Than Named Above: All American Asphalt

Capacity(ies) Claimed by Signer(s)

Signer's Name: William Syrkin

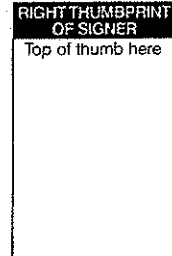
- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____
 Fidelity and Deposit Company of Maryland

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Premium included in Performance Bond

Bond No. 7632916

Executed in: 2 Counterparts

MULTIHOLLAND HWY 2012 OVERLAY PROJECT, SPECIFICATION No. 12-13-01, AGREEMENT IN THE CITY OF CALABASAS, CALIFORNIA

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

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

NOW, THEREFORE, we, the undersigned CONTRACTOR and SURETY, are held firmly bound unto AGENCY in the sum of One Hundred Twenty Nine Thousand Seven Hundred Twenty Dollars (\$129,720), which is fifty percent (50%) of the total contract amount for the above-stated project to be paid to AGENCY, its successors and assigns, for which payment well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

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

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals this 26th day of November, 2012

Contractor*

[Signature]
All American Asphalt, Corona, CA, U.P.
400 E. Sixth Street
Corona, CA 92879
(951) 736-7600

SURETY*

Fidelity and Deposit Company of Maryland
748 North Poplar Street
Los Angeles, CA 90017 (213) 270-0600
[Signature]
William Syrkin, Attorney-in-Fact

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

Subscribed and sworn to this ... day of ..., 20__.

NOTARY PUBLIC ** Please See Attached**

(SEAL)

(EXECUTE IN DUPLICATE)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

State of California

County of Riverside

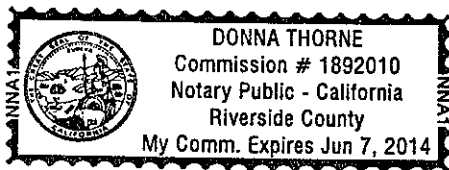
On 11/29/2012 before me, Donna Thorne, Notary Public
Date Here Insert name and Title of the Officer

personally appeared Robert Bradley
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Place Notary Seal Above

Signature Donna Thorne
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to person relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document Maintenance Bond #7632916

Document Date 11/26/2012 Number of Pages: One (1)

Signer(s) Other Than Named Above: Fidelity and Deposit Company of Maryland
Capacity(ies) Claimed by Signer(s)

Signer's Name: Robert Bradley

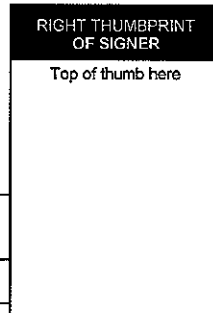
- Individual
- Corporate Officer -- Title(s): Vice-President
- Partner -- Limited General
- Attorney in Fact
- Trustee
- Other: _____



Signer is Representing:
All American Asphalt

Signer's Name: _____

- Individual
- Corporate Officer -- Title(s): _____
- Partner -- Limited General
- Attorney in Fact
- Trustee
- Other: _____



Signer is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
 County of Orange }

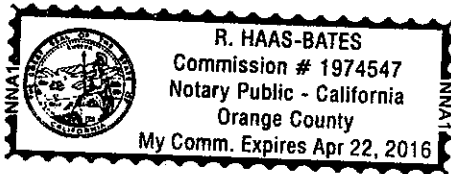
On 11/26/2012 before me, R. Haas-Bates, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared William Syrkin
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Place Notary Seal Above

Signature R. Haas-Bates
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Maintenance Bond No. 7632916

Document Date: 11/26/2012 Number of Pages: One (1)

Signer(s) Other Than Named Above: All American Asphalt

Capacity(ies) Claimed by Signer(s)

Signer's Name: William Syrkin

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

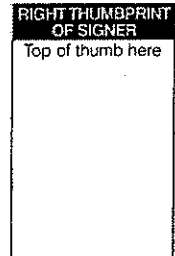


Signer Is Representing: _____

Fidelity and Deposit Company of Maryland _____

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

EXTRACT FROM BY-LAWS OF FIDELITY AND DEPOSIT COMPANY OF MARYLAND

"Article VI, Section 2. The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgements, decrees, mortgages and instruments in the nature of mortgages,...and to affix the seal of the Company thereto."

CERTIFICATE

I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2, of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company,

this 26th day of November, 2012.

David F. Halcy
Assistant Secretary

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM
COMMERCIAL GENERAL LIABILITY SELF-INSURED RETENTION COVERAGE FORM

SECTION II – WHO IS INSURED is amended to include as an additional insured those persons or organizations who are required under a written contract with you to be named as an additional insured, but only with respect to liability for “bodily injury”, “property damage”, or “personal and advertising injury” caused, in whole or in part, by your acts or omissions or the acts or omissions of your subcontractors:

- A. In the performance of your ongoing operations or “your work”, including “your work” that has been completed; or
- B. In connection with premises owned by or rented to you.

As used in this endorsement, the words “you” and “your” refer to the Named Insured.

All other terms and conditions of this Policy remain unchanged.

Schedule	Project
City of Calabasas and its officers, agents and employees	Mulholland Hwy 2012 Overlay Project, Specification No. 12-13-01

Endorsement Number:

This endorsement is effective on the inception date of this policy unless otherwise stated herein

(The information below is required only when this endorsement is issued subsequent to the preparation of the policy.)

Policy Number: GPP002265804

Named Insured: All American Asphalt

Endorsement Effective Date: 8/1/12

00 CGL0006 00 05 07

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OTHER INSURANCE – BROAD FORM, CGL POLICY ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM
COMMERCIAL GENERAL LIABILITY SELF-INSURED RETENTION COVERAGE FORM

Under **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, the following paragraph is added to Condition **4. Other Insurance**:

Where the Named Insured is required by a written contract to provide insurance that is primary and non-contributory, and the written contract so requiring is executed by the Named Insured before any "occurrence" or offense, this insurance will be primary, but only if and to the extent required by that written contract.

All other terms and conditions of this Policy remain unchanged.

Schedule

City of Calabasas and its officers, agents and employees

Project

Mulholland Hwy 2012 Overlay Project, Specification
No. 12-13-01

Endorsement Number:

This endorsement is effective on the inception date of this policy unless otherwise stated herein
(The information below is required only when this endorsement is issued subsequent to the preparation
of the policy.)

Policy Number: GPP002265804

Named Insured: All American Asphalt

Endorsement Effective Date: 8/1/12

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF SUBROGATION ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

COMMERCIAL GENERAL LIABILITY SELF-INSURED RETENTION COVERAGE FORM

Schedule

Project

City of Calabasas and its officers, agents and employees

Mulholland Hwy 2012 Overlay Project, Specification
No. 12-13-01

Under **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Condition 8. Transfer Of Rights of Recovery Against Others to Us** is amended by the addition of the following provision:

We waive any right of recovery we may have against the person or organization shown in the **SCHEDULE** above because of payments we make for injury or damage arising out of your operations or "your work" done under a written contract with that person or organization.

All other terms and conditions of this Policy remain unchanged.

Endorsement Number:

This endorsement is effective on the inception date of this policy unless otherwise stated herein.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Policy Number: GPP002265804

Named Insured: All American Asphalt

Endorsement Effective Date: 08/01/12

00 CGL0121 00 09 06 Includes Copyright Material from Insurance Services Office, Inc.

Page 1 of 1

POLICY NUMBER: BAP557108800

COMMERCIAL AUTO
CA 20 48 02 99

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE FORM
- GARAGE COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM
- TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

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

Endorsement Effective: 08/01/12

SCHEDULE

Name of Person(s) or Organization(s):

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in **Section II** of the Coverage Form.

Schedule

Project

City of Calabasas and its officers, agents and employees

Mulholland Hwy 2012 Overlay Project, Specification
No. 12-13-01



Waiver Of Transfer Of Rights Of Recovery Against Others To Us

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff Date of End.			
BAP557108800	08/01/12	08/01/13	08/01/13			

This endorsement is issued by the company named in the Declarations. It changes the policy on the effective date listed above at the hour stated in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

- Business Auto Coverage Form**
- Truckers Coverage Form**
- Garage Coverage Form**
- Motor Carrier Coverage Form**

SCHEDULE

Name of Person or Organization: Schedule

Project

City of Calabasas and its officers, agents and employees

Mulholland Hwy 2012 Overlay Project, Specification No. 12-13-01

We waive any right of recovery we may have against the designated person or organization shown in the schedule because of payments we make for injury or damage caused by an "accident" or "loss" resulting from the ownership, maintenance, or use of a covered "auto" for which a Waiver of Subrogation is required in conjunction with work performed by you for the designated person or organization. The waiver applies only to the designated person or organization shown in the schedule.

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


I, **MARICELA HERNANDEZ, MMC**, City Clerk of the City of Calabasas, California, **DO HEREBY CERTIFY** that the foregoing document entitled: Minutes of a Regular Meeting of the City Council of the City of Calabasas, California held Wednesday, November 14, 2012 is a full, true, and correct copy of the original Minutes approved by the Calabasas City Council on November 28, 2012 and were adopted by the following vote, to wit:

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

NOES: None.

ABSTAIN: None.

ABSENT: None.



Maricela Hernandez MMC
City Clerk
City of Calabasas, California

**MINUTES OF A REGULAR MEETING OF
THE CITY COUNCIL OF THE CITY OF CALABASAS,
CALIFORNIA, HELD WEDNESDAY, NOVEMBER 14, 2012**

Mayor Maurer called the meeting to order at 7:04 p.m. in the City Council Chambers, 100 Civic Center Way, Calabasas, California.

ROLL CALL Present: Mayor Maurer, Mayor pro Tem Gaines, Councilmembers Bozajian, Martin and Shapiro.
Absent: None.
Staff: Bartlett, Coroaalles, Hall, Hernandez, Howard, Liebman, Lysic, Parker, Rubin, Tamuri and Yalda.

The Pledge of Allegiance was led by John J. Elginer, II.

APPROVAL OF AGENDA

Councilmember Shapiro moved, seconded by Councilmember Martin to approve the agenda. MOTION CARRIED 5/0.

ANNOUNCEMENTS/INTRODUCTIONS

- Presentation to John J. Elginer, II in recognition of his generous toy donation to the Sheriff's Station Comfort Room.

Mayor Maurer and Lt. Thai presented a proclamation and a certificate of appreciation, respectively to Mr. Elginer for his kindness.

Councilmember Shapiro announced his attendance to the one-year celebration of Canyon Creek. He also announced his attendance with Councilmember Bozajian to the Calabasas High School Football Charity Golf Tournament. He reported on the annual flu clinic's success held on October 27. He announced the drive-thru food drive on November 17-18 at the Commons, from 9 am to 5 pm to benefit the West Valley Food Pantry. He also announced an informational meeting on November 26, at 7 pm, at Calabasas High School pertaining to the Performing Arts Educational Center. He further announced Calabasas High School Charley's Aunt Play from November 14-18, at 7 pm. He wished everyone a Happy Thanksgiving.

Councilmember Martin also wished a Happy Thanksgiving to everyone.

Mayor pro Tem Gaines announced the post-Election Analysis Show by Councilmember Bozajian and him available on CTV. He reported on his attendance to Emergency Operations Center training held by staff on November 6. He also reported on his attendance to the Santa Monica Recreation area birthday celebration. He expressed appreciation to staff for their work on the Calabasas Classic held on November 11. He congratulated Councilmember Shapiro for his daughter's recent Bar Mitzvah and also for his son's performance at the last Calabasas High School football game.

Councilmember Bozajian expressed appreciation to everyone who participated in the Agoura Hills/Calabasas Community Center Trunk or Treat event on Halloween.

Mayor Maurer reported that all her Government students participated on Election Day as poll workers. She introduced the Senior Task Force members: Carol Davis, Sue Somberg, Charlotte Mier, Lois Julien and Brenda Cohen.

Mayor Maurer announced that the meeting will be adjourned in memory of Mrs. Hazel Verna Williams, mother of CTC Commissioner Candice Weber.

ORAL COMMUNICATIONS - PUBLIC COMMENT

Bruce Boyer spoke during public comment.

CONSENT ITEMS

1. Approval of meeting minutes from October 24, 2012.
2. Recommendation to accept completion of the 2012 Annual Citywide Street Resurfacing Project, Specification No. 11-12-01, by C.A. Rasmussen, Inc. and direct the City Clerk to file Notice of Completion.
3. Recommendation to accept completion of the Tennis Court Resurfacing Project at the Calabasas Tennis & Swim Center, Specification No. 11-12-04, by Taylor Tennis Courts, Inc. and direct the City Clerk to file Notice of Completion.
4. Recommendation to award a three-year Professional Services Agreement to Absolute Tree & Brush for annual Weed Abatement/Fuel Reduction for Fire Safety within the City of Calabasas in an amount not to exceed \$401,706.12 per year plus annual Consumer Price Index (CPI) increases.
5. Recommendation to award Construction Contract for Mulholland Highway 2012 Overlay Project, Specification No. 12-13-01 to All American Asphalt.

Councilmembers Shapiro and Bozajian requested Item No. 2 and 4, respectively, be pulled for separate discussion.

Mayor pro Tem Gaines moved, seconded by Councilmember Bozajian to approve Items No. 1, 3 and 5 on the Consent Calendar. MOTION carried 5/0.

Following discussion, Councilmember Shapiro moved, seconded by Mayor pro Tem Gaines to approve Item No. 2. MOTION carried 5/0.

Dennis Jones spoke on Item No. 4.

Following discussion, Mayor pro Tem Gaines moved, seconded by Councilmember Shapiro to approve Item No. 4. MOTION carried 5/0.

NEW BUSINESS

6. Discussion on potential sites for a Senior Center and direction to staff to initiate conceptual design.

Mr. Rubin presented potential sites for a senior center.

The following individuals spoke on Item No. 6: Sue Somberg, Bill Davis, Marie Smith, Seve Kohn, Judy Berustein, Fanny Krivit, Barbara Meepos, Dr. Tessa Warshaw, Mary Karchem, Lois Julien, Ed Albrecnt, Carol Davis, Sharon Lerner, Mai Phan, Roza Besser, Norm Hoffman, Patty Bourdon, Alan Bricklin, MD, Adele Miller, Harold Arkoff, Eleanor de Carteret, Annette Kaplan, Bruce and Lynn Ross, Arnold Bresky, MD, Marilyn Weiner, Jody Thomas, Catherine Allen, Helene Regen, Charlotte Meyer, Richard Sherman and Michael Brockman.

Following extensive discussion, direction was provided to the Senior Task Force.

The meeting recessed at 9:32 p.m.
The meeting reconvened at 9:48 p.m.

7. Update on Public Employees' Pension Reform Act (PEPRA) AB 340.

Ms. Parker presented an overview of PEPRA.

No action was taken on this item.

PUBLIC HEARING

8. A Resolution of the City Council of the City of Calabasas amending the 2030 General Plan by eliminating multi-family residential uses from the description for business-retail land use, and adding a definition of convalescent care facility to the glossary; and introduction of an ordinance to amend Chapter 17.11 of the Calabasas Municipal Code by eliminating multi-family residential, residential accessory uses, residential care homes, and senior residential housing, as a conditionally permitted uses in the commercial retail zoning district.

Mayor Maurer opened the Public Hearing

Jody Thomas spoke on Item No. 8.

Mayor Maurer closed the Public Hearing

Councilmember Shapiro moved, seconded by Mayor pro Tem Gaines to approve Item No. 8. MOTION carried 5/0.

INFORMATIONAL REPORTS

9. Check Register for the period of October 16 to October 30, 2012.

No action was taken on this item.

TASK FORCE REPORTS

None.

CITY MANAGER'S REPORT

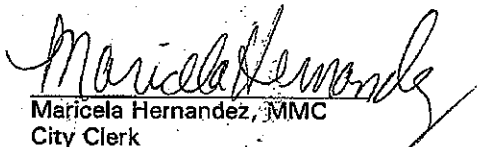
None.

FUTURE AGENDA ITEMS

None.

ADJOURN

Councilmember Shapiro moved, seconded by Councilmember Martin, to adjourn the meeting in memory of Mrs. Hazel Verna Williams at 10:52 p.m. to the next regular meeting to be held on Wednesday, November 28, 2012 at 7:00 p.m.


Maricela Hernandez, MMC
City Clerk



CITY of CALABASAS

WORK DIRECTIVE CHANGE

No. 1

Date of Issuance: 8 January 2013
Project: Mulholland Hwy 2012 Overlay Project
Specification No. 12-13-01
Contractor: All American Asphalt
Engineer/Project Manager: Barsin Bet Govargez, Project Manager

You are directed to proceed promptly with the following change(s):

1. Modifications as following:

ITEM NO.	DESCRIPTION	UNIT	QTY.	UNIT PRICE	TOTAL
	Add:				
1	Stub-out installation in the Center Island	LS	1	\$2,400.00	\$2,400.00
2	AAA 10%	LS	1	\$240.00	\$240.00
Total					\$2,640.00

If a claim is made that the above change(s) have affected Contract Price or Contract Time, any claim for a Change Order based thereon will involve one of the following methods of determining the effect of the change(s):

Method of determining change in Contract Price:

- | | | | |
|-------------------------------------|---------------------|--------------------------|---------------------------|
| <input type="checkbox"/> | Time and Materials | <input type="checkbox"/> | Contractor's records |
| <input checked="" type="checkbox"/> | Agreed Unit Price | <input type="checkbox"/> | Engineer's records |
| <input type="checkbox"/> | Cost plus fixed fee | <input type="checkbox"/> | Other(specify) - Lump Sum |

Estimated **increase** in Contract Price: **\$2,640.00**

If the change involves an increase, the estimated amount is not to be exceeded without further authorization.

Estimated **increase** in Contract Time: **0 days**

If the change involves an increase, the estimated time is not to be exceeded without further authorization.

Contract Change Order to follow.

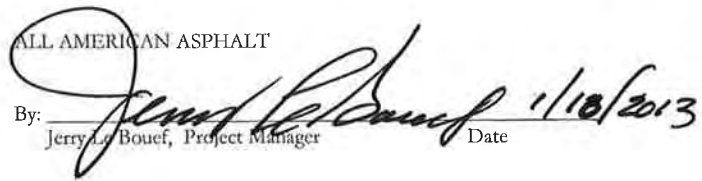
RECOMMENDED AND APPROVED

CITY OF CALABASAS

By: 
Barsin Bet Govargez, Project Manager

1, 8, 2013
Date

ALL AMERICAN ASPHALT

By: 
Jerry Le Bouef, Project Manager

1/18/2013
Date

BASE CONTRACT AMOUNT		\$269,440.00
PRIOR CHANGE ORDERS	(+)	\$0.00
ADJUSTED CONTRACT AMOUNT	(=)	\$269,440.00
THIS CHANGE ORDER # 1	(+)	\$2,840.00
FINAL CONTRACT AMOUNT	(=)	\$282,080.00

CONTRACT CHANGE ORDER NO.: 1
DATE: 1/8/2013

PROJECT TITLE: Mulholland Hwy 2012 Overlay Project
SPECIFICATION NO.: 12-13-01
FEDERAL AID PROJECT NO.: N/A
OWNER: City of Calabasas
CONTRACTOR: All American Asphalt

THE FOLLOWING CHANGES TO THE CONTRACT, DRAWINGS AND SPECIFICATIONS ARE PROPOSED:		NET ADDITION	NET DEDUCTION	DAYS EXTENDED
1	Stub-out instalatlon	\$2,400.00		
2	AAA 10%	\$240.00		
NET TOTALS		\$ 2,840.00	\$ -	0

We hereby agree to make the above change subject to the terms of this order for the sum of:

*** \$2,840.00 DOLLARS ADDITION

DATE

Jerry Le Bouef 4/11/13
Jerry Le Bouef, Project Manager
Name of Contractor: All American Asphalt

REVIEWED: <i>Andrew Brozyna</i>	APPROVED: <i>Robert Yalda</i>
Andrew Brozyna Deputy Director of Public Works	Robert Yalda Public Works Director/City Engineer
Date: 1/14/13	Date: 1/14/13

NOTE: The documents supporting this Change Order, including any drawings and estimates of cost, if required, are attached hereto and made a part hereof. This Order shall not be considered as such until it has been signed by the Owner, the Contractor, and the Engineer. Upon final approval, distribution of copies will be made as required.

CHANGES: All workmanship and materials called for by this Order shall be fully in accordance with the original Contract Documents insofar as the same may be applied without conflict to the conditions set forth by this Order. The time for completing the Contract will not be extended unless expressly provided for in this Order.



CITY of CALABASAS

WORK DIRECTIVE CHANGE

No. 2

Date of Issuance: 11 February 2013
Project: Mulholland Hwy 2012 Overlay Project
Specification No. 12-13-01
Contractor: All American Asphalt
Engineer/Project Manager: Barsin Bet Govargez, Project Manager

You are directed to proceed promptly with the following change(s):

1. Park Corona and Park Esperanza Resurfacing Project was added to current Mulholland 2012 Overlay Project as an Addendum No. 2 and below are the unit prices that we are agreed on:

ITEM NO.	DESCRIPTION	UNIT	QTY.	UNIT PRICE	TOTAL
Add:					
1	Mobilization, Bonds, Insurance, and As-Built	LS	1	\$6,500.00	\$6,500.00
2	Traffic control	LS	1	\$9,000.00	\$9,000.00
3	CalRecycle sign	EA	1	\$270.00	\$270.00
4	Storm water pollution prevention program	LS	1	\$6,000.00	\$6,000.00
5	Roadway preparation	LS	1	\$2,000.00	\$2,000.00
Removals:					
6	Existing AC pavement	SF	5,450	\$1.50	\$8,175.00
7	Existing ADA ramps	EA	2	\$1,800.00	\$3,600.00
8	Existing Concrete Cross gutter	LS	1	\$2,700.00	\$2,700.00
Constructions:					
9	1.5" ARHM	SF	37,000	\$1.15	\$42,550.00
10	1.5" Full width cold milling		31,600	\$0.50	\$15,800.00
11	Roadway Leveling course	SF	1,200	\$1.00	\$1,200.00
12	4" thick asphalt concrete Type B-PG 64-10	SF	5,450	\$2.80	\$15,260.00
13	ADA ramps	EA	2	\$2,200.00	\$4,400.00
14	Type D blue fire hydrant reflector	EA	3	\$25.00	\$75.00
15	Adjust Manhole cover to New grade	EA	6	\$525.00	\$3,150.00
16	Adjust water/gas valve to new grade	EA	6	\$300.00	\$1,800.00
17	Detectable surface warnings for 2 existing curb ramps	SF	24	\$45.00	\$1,080.00
18	Reinforced concrete cross gutter	LS	1	\$3,400.00	\$3,400.00
Total					\$126,960.00

If a claim is made that the above change(s) have affected Contract Price or Contract Time, any claim for a Change Order based thereon will involve one of the following methods of determining the effect of the change(s):

BASE CONTRACT AMOUNT		\$259,440.00
PRIOR CHANGE ORDERS	(+)	\$2,640.00
ADJUSTED CONTRACT AMOUNT	(=)	\$262,080.00
THIS CHANGE ORDER # 2	(+)	\$126,960.00
FINAL CONTRACT AMOUNT	(=)	\$389,040.00

CONTRACT CHANGE ORDER NO.: 2
DATE: 2/11/2013

PROJECT TITLE: Mulholland Hwy 2012 Overlay Project
SPECIFICATION NO.: 12-13-01
FEDERAL AID PROJECT NO.: N/A
OWNER: City of Calabasas
CONTRACTOR: All American Asphalt

THE FOLLOWING CHANGES TO THE CONTRACT, DRAWINGS AND SPECIFICATIONS ARE PROPOSED:		NET ADDITION	NET DEDUCTION	DAYS EXTENDED
1	Mobilization, Bonds, Insurance, and As-Built	\$6,500.00		
2	Traffic control	\$9,000.00		
3	CalRecycle sign	\$270.00		
4	Storm water pollution prevention program	\$6,000.00		
5	Roadway preparation	\$2,000.00		
Removals:				
6	Existing AC pavement	\$8,175.00		
7	Existing ADA ramps	\$3,600.00		
8	Existing Concrete Cross gutter	\$2,700.00		
Constructions:				
9	1.5" ARHM	\$42,550.00		
10	1.5" Full width cold milling	\$15,800.00		
11	Roadway Leveling course	\$1,200.00		
12	4" thick asphalt concrete Type B-PG 64-10	\$15,260.00		
13	ADA ramps	\$4,400.00		
14	Type D blue fire hydrant reflector	\$75.00		
15	Adjust Manhole cover to New grade	\$3,150.00		
16	Adjust water/gas valve to new grade	\$1,800.00		
17	Detectable surface warnings for 2 existing curb ramps	\$1,080.00		
18	Reinforced concrete cross gutter	\$3,400.00		
NET TOTALS		\$ 126,960.00	\$ -	0

We hereby agree to make the above change subject to the terms of this order for the sum of:

*** \$126,960.00 DOLLARS ADDITION

DATE _____

Jerry Le Bouef, Project Manager
Name of Contractor: All American Asphalt

REVIEWED:	APPROVED:
Robert Yalda Public Works Director/City Engineer	Mary Sue Maurer Mayor of City of Calabasas
Date:	Date:

NOTE: The documents supporting this Change Order, including any drawings and estimates of cost, if required, are attached hereto and made a part hereof. This Order shall not be considered as such until it has been signed by the Owner, the Contractor, and the Engineer. Upon final approval, distribution of copies will be made as required.

CHANGES: All workmanship and materials called for by this Order shall be fully in accordance with the original Contract Documents insofar as the same may be applied without conflict to the conditions set forth by this Order. The time for completing the Contract will not be extended unless expressly provided for in this Order.



ALL AMERICAN ASPHALT ALL AMERICAN AGGREGATES

P.O. BOX 2229, CORONA, CA 92878-2229
STATE CONTRACTORS LICENSE #267073-A

February 11, 2013

Mr. Barsin Bet Govargez
City of Calabasas
100 Civic Center Way
Calabasas, CA 91302

RE: Mulholland Highway 2012 Overlay Project
Specification No. 12-13-01

Dear Mr. Govargez,

I would like to make the contract time for this project 15 working days starting on Monday April 15, 2013 and ending on Friday May 2, 2013. This will allow for cure time for the new cross gutter.

If you should have any questions or require any additional information, call me at (951) 736-7600 Extension No. 2004.

Thank you,

A handwritten signature in black ink that reads "Jerry Le Bouef".

Jerry Le Bouef
Project Manager

7. SECTION C: Revise the BID SCHEDULE to include following Items:

No.	Item Description	Payment Reference	Estimated Quantity	Unit	Unit Price	Item Amount
1	Mobilization, Bonds, Insurance, and As-Built	701	1	LS	6,500.-	6,500.-
2	Traffic control	702	1	LS	9,000.-	9,000.-
3	CalRecycle sign	702-3	1	EA	270.-	270.-
4	Storm water pollution prevention program	703	1	LS	6,000.-	6,000.-
5	Roadway preparation	721	1	LS	2,000.-	2,000.-
Removals:						
6	Existing AC pavement	722	5,450	SF	1.50	8,175.-
7	Existing ADA ramps	725	2	EA	1,800.-	3,600.-
8	Existing Concrete Cross gutter	722	1	LS	2,700.-	2,700.-
Constructions:						
9	1.5" ARHM	724	37,000	SF	1.15	42,550
10	1.5" Full width cold milling	722	31,600		.50	15,800
11	Roadway Leveling course	724	1,200	SF	1.-	1,200.-
12	4" thick asphalt concrete Type B-PG 64-10	723	5,450	SF	2.80	15,260.-
13	ADA ramps	725	2	EA	2,200.-	4,400.-
14	Type D blue fire hydrant reflector	750	3	EA	25.-	75.-
15	Adjust Manhole cover to New grade	730	6	EA	325.-	3,150.-
16	Adjust water/gas valve to new grade	730	6	EA	300.-	1,800.-
17	Detectable surface warnings for 2 existing curb ramps	725	24	SF	45.-	1,080
18	Reinforced concrete cross gutter	722	1	LS	3,400.-	3,400.-

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

Bid Schedule Total: \$ 126,960.⁵⁰

Bid Schedule Total (in words): One hundred Twenty Six thousand, Nine hundred Sixty dollars and no cents.

All American Asphalt
(Company Name of Bidder)

2/11/13
(Date)



BTC LABS VERTICALFIVE

City of Calabasas
100 Civic Center Way
Calabasas, CA 91302

February 11, 2013

Proposal No: 2013.06.0025

ATTENTION: Barsin Bet Govargez

SUBJECT: **Proposal for Materials Testing and Inspection for the 2013 Park Corona & Park
Esperanza Resurfacing Project, Calabasas, California**

BTC LABS - Vertical Five is pleased to submit this proposal for the referenced project. Based on our discussions, the anticipated scope of work will consist of a day of digout repairs, (1 person), and one day of ARHM paving (3 persons, laydown inspector, density tester, batch plant inspector). Our estimated scope of services and costs are summarized below.

Scope of Work and Cost Estimate

	Rate	Units	Total
Inspection and Testing - ARHM			
Laydown Inspector	\$ 90 hr	8	\$ 720.00
Laydown Inspector - OT	\$ 135 hr	2	\$ 270.00
Sr. Field Technician - Density Testing	\$ 90 hr	16	\$ 1,440.00
Sr. Field Technician - Density Testing - OT (assume 2 hours p	\$ 135 hr	0	\$ -
Batch Plant Inspector	\$ 90 hr	8	\$ 720.00
Batch Plant Inspector - OT (assume 2 hours per day)	\$ 135 hr	2	\$ 270.00
Mileage	\$ 0.60 mile	300	\$ 180.00
		Subtotal:	\$ 3,600.00
Lab Testing - ARHM			
HMA Extraction with Sieve Analysis (per 500 tons)	\$ 325 ea	1	\$ 325.00
HMA Max Density (one per day)	\$ 210 ea	1	\$ 210.00
ARHM Extraction with Sieve Analysis (per 500 tons)	\$ 325 ea	2	\$ 650.00
ARHM Max Density (one per day)	\$ 210 ea	1	\$ 210.00
ARHM Theoretical Max Density - RICE (one per day)	\$ 200 ea	1	\$ 200.00
ARHM Stability Value (one per day)	\$ 185 ea	1	\$ 185.00
ARHM Drum Plant Sieve Analysis (per 500 tons)	\$ 105 ea	1	\$ 105.00
ARHM Dum Plant Sand Equivalent (per 500 tons)	\$ 110 ea	1	\$ 110.00
		Subtotal:	\$ 1,995.00
Miscellaneous:			
Mix Design Review	\$ 145.00 ea	1	\$ 145.00
Engineering Review	\$ 145.00 hr	4	\$ 580.00
		Subtotal:	\$ 725.00
		TOTAL:	\$ 6,320.00


Notes:

- 1 This estimate is provided for budgetary purposes only and is not a lump sum / not to exceed cost. Billing will be for actual service provided.
- 2 Additional services will be charged in accordance with the attached 2012 Fee Schedule.
- 3 Our cost estimate is based upon California Prevailing Wage rates.
- 4 Services will be performed in accordance with the accompanying "Terms and Conditions" made a part of this agreement.
- 5 Travel by Field Technicians, and all travel to offsite locations will be charged portal-to-portal and mileage.

BTC Labs appreciates the opportunity to be of service. If you have any questions, please do not hesitate to contact us.

Respectfully Submitted,
BTC LABS VERTICALFIVE


Carol Harrison
Client Service Manager


Scott Moors, CEG 1901
President

Attachments: Agreement w/ Terms and Conditions
2012 Fee Schedule

BTC LABS - VERTICAL FIVE
1868 Palma Drive, Suite A, Ventura, CA 93003
Phone: (805) 656-6074 Fax (805) 650-6264


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CITY of CALABASAS
CITY COUNCIL AGENDA REPORT

DATE: FEBRUARY 19, 2013

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM:  ROBERT YALDA, P.E., T.E., PUBLIC WORKS DIRECTOR/CITY ENGINEER
ALEX FARASSATI, PH.D., ENVIRONMENTAL SERVICES SUPERVISOR

SUBJECT: APPROVAL OF SECOND AMENDMENT TO COST SHARING AGREEMENT FOR THE MALIBU CREEK WATERSHED BACTERIA T.M.D.L. COORDINATED MONITORING PLAN

MEETING DATE: FEBRUARY 27, 2013

SUMMARY RECOMMENDATION:

That the City Council approve the second amendment to the cost sharing agreement for the Malibu Creek Watershed Bacteria TMDL Coordinated Monitoring Plan.

BACKGROUND:

On March 21, 2003, the USEPA established a Total Maximum Daily Load (TMDL) for bacteria in the Malibu Creek Watershed. On December 13, 2004, the California Regional Water Quality Control Board, Los Angeles Region (RWQCB), adopted Resolution No. 2004-019R to incorporate a TMDL for bacteria in the Malibu Creek Watershed into the Water Quality Control Plan - Los Angeles Region.

The bacteria TMDL that became effective on January 24, 2006 identified the counties of Los Angeles and Ventura; the cities of Malibu, Calabasas, Agoura Hills, Hidden Hills, Westlake Village, Simi Valley and Thousand Oaks; and CALTRANS as responsible parties.

The bacteria TMDL required the Agencies to provide to the RWQCB a coordinated monitoring plan, outlining a water quality monitoring strategy to better characterize the existing water quality and to ultimately serve as the compliance monitoring plan for the Malibu Creek and Lagoon Bacteria TMDL.

On September 11, 2007, the RWQCB approved the Malibu Creek and Lagoon Bacteria TMDL Compliance Monitoring Plan. All agencies entered into a cost sharing agreement with the City of Agoura Hills as the lead agency. Monitoring has been conducted since March 2008 through a contractor.

On April 2012, participating agencies and Agoura Hills agreed to the first amendment to continue the water quality monitoring for 2 more years. The current agreement expires on March 10, 2013 and the participating agencies desire to amend and extend the agreement for 2 more years until the new water quality monitoring under the new National Pollutant Discharge Elimination System (NPDES) Permit commences.

DISCUSSION/ANALYSIS:

The participating agencies desire to have City of Agoura Hills contract for the services of a consultant to continue to implement the monitoring plan, administer the consultant services contract, provide project management services, and submit the results of the monitoring plan to the RWQCB. The cost of monitoring is based on respective jurisdictional land area, the estimated monetary cost of implementing the monitoring plan and estimated management costs.

FISCAL IMPACT/SOURCE OF FUNDING:

The Calabasas share of water quality monitoring plan for the next 2 years will be approximately \$32,266 that shall be allocated from city's General Fund, Account No. 10-313-5252-27.

REQUESTED ACTION:

That the City Council approve the second amendment to the cost sharing agreement for the Malibu Creek Watershed Bacteria TMDL Coordinated Monitoring Plan.

ATTACHMENT:

Exhibit A - Second Amendment to the Malibu Creek Bacteria TMDL Coordinated Monitoring Plan Implementation Agreement

ITEM 5 Exhibit A

07-LA-1, PM 46.8/47.2

07-LA-23, PM 6.9/8.9

07-LA-101, PM 29.3/38.19

07-VEN-23, PM 0.0/3.29

07-VEN-101, PM 0.0/1.1

**MALIBU CREEK BACTERIA TMDL
COORDINATED MONITORING PLAN IMPLEMENTATION
CALTRANS AGREEMENT NO. 07-4944
E-FIS 000000818 EA 910204**

**SECOND AMENDMENT TO THE MALIBU CREEK BACTERIA TMDL
COORDINATED MONITORING PLAN IMPLEMENTATION AGREEMENT**

This AMENDMENT made and entered into as of the last date of the last signature set forth below and by and between the CITY OF MALIBU, a municipal corporation ("MALIBU"); the CITY OF CALABASAS, a municipal corporation ("CALABASAS"); the CITY OF WESTLAKE VILLAGE, a municipal corporation ("WESTLAKE VILLAGE"); the CITY OF HIDDEN HILLS, a municipal corporation ("HIDDEN HILLS"); the COUNTY OF LOS ANGELES, a political subdivision of the State of California ("LA COUNTY") (all of the aforementioned are hereinafter collectively referred to as "PARTICIPATING AGENCIES"); the CITY of AGOURA HILLS ("AGOURA HILLS"); and the STATE OF CALIFORNIA, through its Department of Transportation ("CALTRANS"). Collectively, these entities shall be known herein as "PARTIES," or each individually as "PARTY."

WITNESSETH

WHEREAS, on July 31, 2008, the PARTIES entered into an agreement to cooperatively establish a monitoring program that is consistent with the approved MONITORING PLAN and consistent with the provisions of the BACTERIA TMDL, and said agreement expired on March 10, 2011; and

WHEREAS, on May 20, 2011, the PARTICIPATING AGENCIES and AGOURA HILLS entered into that certain agreement entitled "Malibu Creek Bacteria MALIBU CREEK BACTERIA TOTAL MAXIMUM DAILY LOAD "TMDL" Coordinated Monitoring Plan Implementation, AGREEMENT No. 07-4824B" ("AGREEMENT"), attached hereto as Attachment A; and

WHEREAS, on MONTH DAY, 2012 the PARTICIPATING AGENCIES and AGOURA HILLS agreed to the first AMENDMENT No. 07-4944 ("AMENDMENT", attached hereto as Attachment A, the AGREEMENT to include CALTRANS as a PARTICIPATING AGENCY and a PARTY for the Malibu Creek Bacteria TMDL Monitoring Plan Implementation (MONITORING PLAN), including its contribution of funding toward the MONITORING PLAN; and

WHEREAS, the AGREEMENT is set to expire on March 10, 2013 and the PARTICIPATING AGENCIES and AGOURA HILLS desire to amend and extend the AGREEMENT by two years; and

WHEREAS, PARTIES have agreed to provide funding, subject to annual budget approval, to AGOURA HILLS for the MONITORING PLAN in accordance with each PARTY'S cost allocations set forth in Attachment B, which is attached hereto and made a part hereof.

NOW, THEREFORE, the PARTICIPATING AGENCIES and AGOURA HILLS, do hereby agree to the following:

That, except as to the changes specifically noted in this section, all provisions and obligations of the AGREEMENT and AMENDMENT previously executed by the PARTICIPATING AGENCIES and AGOURA HILLS will remain in full force and effect as to all PARTIES, and that all PARTIES agree to and is bound by all of the provisions set forth in the AGREEMENT and AMENDMENT for an additional two year period.

The PARTIES agree that the following provisions of the AGREEMENT shall be amended as follows:

(1) "Section 2 – AGOURA HILLS AGREES" is amended to revise the following subsection:

g. CALTRANS' funding encumbered under this AMENDMENT is evidenced by the signature of its District Budget Manager, certifying as to funds in the maximum sum of Two Thousand Five Hundred Seventy-Eight and 88/100 Dollars (\$2,578.88) as indicated in Attachment B having been allocated and represents CALTRANS' share of the work costs. Any cost to be invoiced above this sum will require an amendment to this AMENDMENT.

(2) "Section 3 – PARTICIPATING AGENCIES AND AGOURA HILLS, AND EACH OF THEM AGREE," is amended to revise the following subsection:

f. This Agreement shall be effective on the date of the last party's signature and shall terminate on **March 10, 2015**, except as provided herein and in paragraph g, of Section 3 of this Agreement. Further, this Agreement may be extended in two (2) year increments with the written approval of all the representatives of all PARTIES in the form of an amendment to the AGREEMENT pursuant to Section 3(m).

//
//
//

IN WITNESS WHEREOF, the PARTIES hereto have caused the AMENDMENT to be executed on their behalf by their respective officers, duly authorized, as follows:

Dated: _____

COUNTY OF LOS ANGELES

By _____

GAIL FARBER
Director of Public Works

ATTEST:

SACHI A. HAMAI
Executive Officer of the
Board of Supervisors of the
County of Los Angeles

APPROVED AS TO FORM:

JOHN F. KRATTLI
County Counsel

By _____

Deputy

Dated: _____

CITY OF MALIBU

By _____
Jim Thorsen, City Manager

ATTEST:

By _____
Lisa Pope, City Clerk
(seal)

APPROVED AS TO FORM:

By _____
Christi Hogin, City Attorney

Dated: _____

CITY OF WESTLAKE VILLAGE,
a municipal corporation

By _____
Ned Davis, Mayor

ATTEST:

Beth Schott, City Clerk

APPROVED AS TO FORM:

Terence Boga, City Attorney

Dated: _____

CITY OF AGOURA HILLS

By _____
Harry Schwarz, Mayor

ATTEST:

Kimberly Rodrigues, City Clerk

APPROVED AS TO FORM:

Craig A. Steele, City Attorney

Dated: February 27, 2013

CITY OF CALABASAS

By _____
Mary Sue Maurer, Mayor

ATTEST:

Maricela Hernandez, City Clerk

APPROVED AS TO FORM:

By _____
Scott Howard, City Attorney

Dated: _____

CITY OF HIDDEN HILLS

By _____
Stuart E. Siegel, Mayor

ATTEST:

Cherie L. Paglia, City Manager

APPROVED AS TO FORM:

Roxanne M. Diaz, City Attorney

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

Malcolm Dougherty
Acting Director

By _____
Michael Miles
District Director

Date: _____

APPROVED AS TO FORM AND PROCEDURE:

By _____
Attorney

CERTIFIED AS TO FUNDS:

By _____
Paul Kwong
District Budget Manager

CERTIFIED AS TO FINANCIAL TERMS AND CONDITIONS:

By _____
Accounting Administrator

ATTACHMENT B

AMENDED JURISDICTIONAL COST SHARE

AGENCY	JURISDICTIONAL LAND ACRES	PERCENT SHARE	CONTRACT COST	MANAGEMENT FEE	AGENCY ANNUAL TOTAL
FIRST YEAR (2013 to 2014)					
COUNTY OF LOS ANGELES	19,890	58.72%	\$65,209.49	\$9,781.42	\$74,990.91
CALTRANS	342	1.01%	\$1,121.25	\$168.19	\$1,289.44
AGOURA HILLS	5,178	15.29%	\$16,976.10	\$2,546.42	\$19,522.52
CALABASAS	4,279	12.63%	\$14,028.73	\$2,104.31	\$16,133.04
WESTLAKE VILLAGE	3,540	10.45%	\$11,605.91	\$1,740.89	\$13,346.80
MALIBU	536	1.58%	\$1,757.28	\$263.59	\$2,020.87
HIDDEN HILLS	105	0.31%	\$344.24	\$51.64	\$395.88
TOTAL FIRST YEAR	33,528	100.00%	\$111,043.00	\$ 16,656.45	\$127,699.45
SECOND YEAR (2014 to 2015)					
COUNTY OF LOS ANGELES	19,890	58.72%	\$65,209.49	\$9,781.42	\$74,990.91
CALTRANS	342	1.01%	\$1,121.25	\$168.19	\$1,289.44
AGOURA HILLS	5,178	15.29%	\$16,976.10	\$2,546.42	\$19,522.52
CALABASAS	4,279	12.63%	\$14,028.73	\$2,104.31	\$16,133.04
WESTLAKE VILLAGE	3,540	10.45%	\$11,605.91	\$1,740.89	\$13,346.80
MALIBU	536	1.58%	\$1,757.28	\$263.59	\$2,020.87
HIDDEN HILLS	105	0.31%	\$344.24	\$51.64	\$395.88
TOTAL SECOND YEAR	33,528	100.00%	\$111,043.00	\$ 16,656.45	\$127,699.45

Approved by City Manager:



CITY *of* CALABASAS
CITY COUNCIL AGENDA REPORT

DATE: FEBRUARY 20, 2013

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: TONY COROALLES, CITY MANAGER

SUBJECT: LAS VIRGENES-MALIBU COUNCIL OF GOVERNMENTS UPDATE

MEETING
DATE: FEBRUARY 27, 2013

Las Virgenes-Malibu Council of Governments Executive Director will present an update.



CITY of CALABASAS
CITY COUNCIL AGENDA REPORT

DATE: FEBRUARY 19, 2013

TO: HONORABLE MAYOR AND COUNCILMEMBERS

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

SUBJECT: PRESENTATION ON SOLID WASTE POLICY OPTION, EXCLUSIVE VS. NON-EXCLUSIVE SERVICE

MEETING DATE: FEBRUARY 27, 2013

SUMMARY RECOMMENDATION:

A presentation and review of waste collection service options.

BACKGROUND:

At the October 24th, 2013 City Council meeting, a presentation regarding an overview on the City's diversion methodology and recycling was presented. After lengthy discussion and with direction provided to staff by the City Council, this presentation has been prepared in response and is intended as an informational item on those findings with options presented.

DISCUSSION/ANALYSIS:

To provide the City Council with waste collection service options.

FISCAL IMPACT/SOURCE OF FUNDING:

There is no fiscal impact.

REQUESTED ACTION:

To provide staff with input and direction for future waste collection services options.

ATTACHMENTS: Presentation of MSW Consulting, Solid Waste Service Arrangements "Exclusive vs. Non-exclusive"



CITY *of* CALABASAS

Solid Waste Service Arrangements Exclusive vs. Non-exclusive

David L. Davis



Solid Waste Consultants
to Local Government

Overview

- **Background**
- **Exclusive vs. Non-exclusive Service**
- **Recommended Approach**
- **Council Policy Direction**



Background

- **Historically, City had open competition**
- **In 2009, City changed to exclusive service, with two haulers**
- **Issue has arisen with current system; how the City addresses that issue depends upon whether it continues policy of exclusive service**



Non-exclusive Service - Advantages

- Rates regulated by constant market pressure
- More immediate incentive to provide high quality service
- Greater ability to adapt to special customer needs
- Customers have the freedom to choose their hauler



Exclusive Service - Advantages

- **Greater route density resulting in lower unit costs, and lower rates**
- **Less traffic, vehicle emissions and less wear and tear on city streets**
- **Greater ability to more efficiently divert recyclables**
- **Easier to hold single hauler accountable**
- **Easier for city to administer**



Recommended Approach

- **Single exclusive hauler**
 - **Contractual guarantees for quality service**
 - **Service quality in other jurisdictions with exclusive service**
 - **High-value policy objectives:**
 - **75% diversion**
 - **Reduced carbon emissions**
 - **Small commercial sector**



Contractual Guarantees

- **Periodic customer satisfaction surveys**
- **Periodic performance reviews**
- **Liquidated damages**



Service Quality in Other Cities

- **Customer satisfaction surveys:**
 - **Costa Mesa SD – 94% ‘satisfied’ or ‘very satisfied’**
 - **Inglewood - 96% ‘satisfied’ or ‘very satisfied’**
 - **Palm Springs – 90% ‘good’ or ‘excellent’**
 - **San Fernando – 93% ‘hauler doing a good job’**
 - **Santa Barbara County – Scale 1-10; ranked 9+**
 - **Thousand Oaks – 91% ‘satisfied’ or ‘very satisfied’**



High-value Policy Objectives

- **75% diversion tough to achieve with non-exclusive service arrangements**
- **Exclusive service results in fewer carbon emissions**



Small Commercial Sector

- **Larger and more dense commercial sectors result in more haulers and more competition**
- **Competition for commercial sector in Calabasas may not be as robust as in other jurisdictions**





Check Register Report

Bank: BANK OF AMERICA - OPERATING
Reporting Period: 2/6/2013 to 2/13/2013

Dr. Gary J.
Lysik, CFO

Digitally signed by Dr. Gary J. Lysik, CFO
DN: CN = Dr. Gary J. Lysik, C = US, O = City of Calabasas, OU = Department of Finance
Reason: I attest to the accuracy and integrity of this document.
Date: 2013.02.19 09:01:37 -08'00'

Date: 2/19/2013
Time: 8:52:09AM
Page 1 of 10

Check No.	Check Date	Vendor Name	Check Description	Amount	Department
Administrative Services					
83137	2/13/2013	CYBERCOPY	COPY/PRINTING SERVICE	737.55	Administrative Services
83160	2/13/2013	MARTIN & CHAPMAN CO.	MINUTE BOOKS	333.99	Administrative Services
83137	2/13/2013	CYBERCOPY	COPY/PRINTING SERVICE	45.98	Administrative Services
83186	2/13/2013	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	44.65	Administrative Services
83137	2/13/2013	CYBERCOPY	COPY/PRINTING SERVICE	37.61	Administrative Services
83137	2/13/2013	CYBERCOPY	COPY/PRINTING SERVICE	32.37	Administrative Services
83137	2/13/2013	CYBERCOPY	COPY/PRINTING SERVICE	30.93	Administrative Services
83186	2/13/2013	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	27.74	Administrative Services
83110	2/6/2013	SOUTHERN CALIFORNIA LIBRARY	PERFORMANCE SHOWCASE WORKSHOP	10.00	Administrative Services
Total Amount for 9 Line Item(s) from Administrative Services				\$1,300.82	
Boards and Commissions					
83164	2/13/2013	MUELLER/JOHN//	PC MEETINGS 8/16/12-12/6/12	300.00	Boards and Commissions
83126	2/13/2013	BROWN/DAVID//	PC MEETINGS 8/16/12-12/6/12	300.00	Boards and Commissions
83158	2/13/2013	LIA/ROBERT//	PC MEETINGS 8/16/12-12/6/12	300.00	Boards and Commissions
83174	2/13/2013	SIKAND/MARK//	PC MEETINGS 8/16/12-12/6/12	300.00	Boards and Commissions
83173	2/13/2013	SHUMACHER/RICK//	PC MEETINGS 8/16/12-12/6/12	250.00	Boards and Commissions
Total Amount for 5 Line Item(s) from Boards and Commissions				\$1,450.00	
City Attorney					
83135	2/13/2013	COLANTUONO, LEVIN PC	CROWN CASTLE INC	15,782.00	City Attorney
83135	2/13/2013	COLANTUONO, LEVIN PC	GENERAL SERVICES	12,344.30	City Attorney
83135	2/13/2013	COLANTUONO, LEVIN PC	COUNTRY INN TOT	1,804.90	City Attorney
83135	2/13/2013	COLANTUONO, LEVIN PC	LABOR & EMPLOYMENT MATTERS	575.00	City Attorney
83135	2/13/2013	COLANTUONO, LEVIN PC	MISC SPECIAL COUNSEL PROJ	320.00	City Attorney
83135	2/13/2013	COLANTUONO, LEVIN PC	2008 NOV RE COLIFORM	50.00	City Attorney
83135	2/13/2013	COLANTUONO, LEVIN PC	ASSESSMENTS & PROP 218	25.00	City Attorney
Total Amount for 7 Line Item(s) from City Attorney				\$30,901.20	
City Council					
83119	2/12/2013	KIWANIS CLUB OF CALABASAS-	MEMBERSHIP FEE/ DONATION	500.00	City Council
83054	2/6/2013	A RENTAL CONNECTION	EQUIPMENT RENTAL- SOTC	494.04	City Council
83104	2/6/2013	ROTARY CLUB OF CALABASAS	QTRLY DUES-M S MAURER	200.00	City Council



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83116	2/6/2013	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	163.34	City Council
83186	2/13/2013	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	93.72	City Council
83185	2/13/2013	VERIZON WIRELESS	TELEPHONE SERVICE	38.01	City Council
83065	2/6/2013	BOZAJIAN/JAMES R.//	REIMB OFFICE SUPPLIES	27.24	City Council
Total Amount for 7 Line Item(s) from City Council				\$1,516.35	
City Management					
83186	2/13/2013	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	151.50	City Management
83116	2/6/2013	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	147.09	City Management
Total Amount for 2 Line Item(s) from City Management				\$298.59	
Civic Center O&M					
83168	2/13/2013	PRIDE INDUSTRIES	CUSTODIAL SERVICES	1,969.30	Civic Center O&M
83168	2/13/2013	PRIDE INDUSTRIES	CUSTODIAL SERVICES	1,950.86	Civic Center O&M
83074	2/6/2013	G & F LIGHTING SUPPLY CO.	LIGHTING SUPPLIES	1,178.61	Civic Center O&M
83141	2/13/2013	EMERALD COAST PLANTSCAPES, INC	PLANT MAINTENANCE- JAN 2013	500.00	Civic Center O&M
83141	2/13/2013	EMERALD COAST PLANTSCAPES, INC	PLANT MAINTENANCE- JAN 2013	250.00	Civic Center O&M
83127	2/13/2013	C & S MATERIAL SPECIALIST, INC	DOOR REPAIRS	220.00	Civic Center O&M
83145	2/13/2013	GRAINGER	FACILITY MAINTENANCE SUPPLIES	35.81	Civic Center O&M
83145	2/13/2013	GRAINGER	FACILITY MAINTENANCE SUPPLIES	35.81	Civic Center O&M
83085	2/6/2013	L.A. CO. DEPT. OF HLTH SERVICE	BACKFLOW DEVICE FEE	10.40	Civic Center O&M
83085	2/6/2013	L.A. CO. DEPT. OF HLTH SERVICE	BACKFLOW DEVICE FEE	9.60	Civic Center O&M
Total Amount for 10 Line Item(s) from Civic Center O&M				\$6,160.39	
Community Development					
83070	2/6/2013	ENVIRONMENTAL SCIENCE	OAK TREE CONSULTING	307.66	Community Development
83125	2/13/2013	BLAIR/JESSICA//	PC MINUTE PREPARATIONS 1/17/13	210.00	Community Development
83143	2/13/2013	GOOR/ LORI//	MINUTES- 1/17 PLANNG CMSN MTG	154.00	Community Development
83055	2/6/2013	ACORN NEWSPAPER	LEGAL ADVERTISING	120.00	Community Development
83084	2/6/2013	L.A. CO. ASSESSOR	MAPS AND POSTAGE	49.94	Community Development
Total Amount for 5 Line Item(s) from Community Development				\$841.60	



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Community Services					
83114	2/6/2013	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- SCHL	3,409.89	Community Services
83175	2/13/2013	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	1,269.84	Community Services
83134	2/13/2013	CITY OF MALIBU	SENIOR EXCURSION - 1/23/13	1,105.00	Community Services
83059	2/6/2013	ALLEN/HARVEY//	BASKETBALL/OFFICIAL/SCORER	560.00	Community Services
83057	2/6/2013	ALAN LEE/ SHAUN//	BASKETBALL/OFFICIAL/SCORER	268.00	Community Services
83098	2/6/2013	RAMIREZ/MICHAEL//	BASKETBALL/OFFICIAL/SCORER	250.00	Community Services
83087	2/6/2013	LAUTERBACH/HOWARD//	BASKETBALL/OFFICIAL/SCORER	228.00	Community Services
83077	2/6/2013	GROSSMAN/MICHAEL//	BASKETBALL/OFFICIAL/SCORER	224.00	Community Services
83105	2/6/2013	RUBIN/RONNIE//	BASKETBALL/OFFICIAL/SCORER	218.00	Community Services
83075	2/6/2013	GADBURY/KEITH//	BASKETBALL/OFFICIAL/SCORER	201.00	Community Services
83100	2/6/2013	RIVKIN/JACOB//	BASKETBALL/OFFICIAL/SCORER	180.00	Community Services
83088	2/6/2013	LAUTERBACH/RACHEL//	BASKETBALL/OFFICIAL/SCORER	168.00	Community Services
83097	2/6/2013	PORTRARO/SAL//	BASKETBALL/OFFICIAL/SCORER	158.00	Community Services
83093	2/6/2013	MONTGOMERY/MICHAEL//	BASKETBALL/OFFICIAL/SCORER	150.00	Community Services
83101	2/6/2013	RIVKIN/MIKE//	BASKETBALL/OFFICIAL/SCORER	150.00	Community Services
83111	2/6/2013	TEMME/ROBERT//	BASKETBALL/OFFICIAL/SCORER	147.00	Community Services
83083	2/6/2013	KOPSTEIN/STEVE//	BASKETBALL/OFFICIAL/SCORER	133.00	Community Services
83072	2/6/2013	FISHMAN/MICHAEL//	BASKETBALL/OFFICIAL/SCORER	120.00	Community Services
83112	2/6/2013	TEMPLE/BRET//	BASKETBALL/OFFICIAL/SCORER	120.00	Community Services
83092	2/6/2013	MILLER/ZAC//	BASKETBALL/OFFICIAL/SCORER	120.00	Community Services
83064	2/6/2013	BILCHIK/DANIEL//	BASKETBALL/OFFICIAL/SCORER	114.00	Community Services
83089	2/6/2013	LIPTON/JEREMY//	BASKETBALL/OFFICIAL/SCORER	104.00	Community Services
83183	2/13/2013	UNITED SITE SERVICES OF CA INC	PORTABLE TOILET RENTAL	78.12	Community Services
83062	2/6/2013	AT&T	TELEPHONE SERVICE	67.45	Community Services
83078	2/6/2013	HOUSE SANITARY SUPPLY, INC.	JANITORIAL SUPPLIES	65.19	Community Services
83091	2/6/2013	MAY/STEVEN//	BASKETBALL/OFFICIAL/SCORER	54.00	Community Services
83058	2/6/2013	ALAN-LEE/CRAIG//	BASKETBALL/OFFICIAL/SCORER	54.00	Community Services
83094	2/6/2013	MOSTON/PHIL//	BASKETBALL/OFFICIAL/SCORER	48.00	Community Services
83073	2/6/2013	FUCHS/IKE//	BASKETBALL/OFFICIAL/SCORER	40.00	Community Services
83081	2/6/2013	ISRAEL/BOB//	BASKETBALL/OFFICIAL/SCORER	27.00	Community Services
83175	2/13/2013	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	23.65	Community Services
Total Amount for 31 Line Item(s) from Community Services				\$9,855.14	

Finance

83056	2/6/2013	ADP, INC	PAYROLL PROCESSING	2,347.88	Finance
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83122	2/13/2013	ADP, INC	PAYROLL PROCESSING	800.20	Finance
83147	2/13/2013	HDL, COREN & CONE INC.	PROPERTY TAX SERVICES	625.00	Finance
83144	2/13/2013	GOVERNMENT FINANCE OFFICERS	ANNUAL MEMBER DUES-G. LYSIK	225.00	Finance
Total Amount for 4 Line Item(s) from Finance				\$3,998.08	
<u>Klubhouse Preschool</u>					
83116	2/6/2013	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	183.28	Klubhouse Preschool
83062	2/6/2013	AT&T	TELEPHONE SERVICE	157.37	Klubhouse Preschool
83078	2/6/2013	HOUSE SANITARY SUPPLY, INC.	JANITORIAL SUPPLIES	152.10	Klubhouse Preschool
83078	2/6/2013	HOUSE SANITARY SUPPLY, INC.	JANITORIAL SUPPLIES	122.21	Klubhouse Preschool
83060	2/6/2013	ARROWHEAD	WATER SERVICE	23.92	Klubhouse Preschool
83078	2/6/2013	HOUSE SANITARY SUPPLY, INC.	JANITORIAL SUPPLIES	-144.37	Klubhouse Preschool
Total Amount for 6 Line Item(s) from Klubhouse Preschool				\$494.51	
<u>Library</u>					
83099	2/6/2013	RECORDED BOOKS, LLC	BOOKS ON CD	5,250.00	Library
83061	2/6/2013	ART MUSEUM COUNCIL	ART RENTAL	1,285.11	Library
83167	2/13/2013	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- FEB 13	836.46	Library
83148	2/13/2013	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	303.74	Library
83148	2/13/2013	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	255.07	Library
83148	2/13/2013	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	108.95	Library
83080	2/6/2013	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	66.59	Library
83161	2/13/2013	MIDWEST TAPE	DVD'S-LIBRARY	54.68	Library
83161	2/13/2013	MIDWEST TAPE	DVD'S-LIBRARY	53.68	Library
83080	2/6/2013	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	46.20	Library
83161	2/13/2013	MIDWEST TAPE	DVD'S-LIBRARY	42.68	Library
83169	2/13/2013	RANDOM HOUSE, INC.	BOOKS ON CD	38.86	Library
83148	2/13/2013	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	38.16	Library
83099	2/6/2013	RECORDED BOOKS, LLC	BOOKS ON CD	35.97	Library
83080	2/6/2013	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	27.22	Library
83148	2/13/2013	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	21.85	Library
83080	2/6/2013	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	21.69	Library
83148	2/13/2013	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	20.07	Library
83080	2/6/2013	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	17.82	Library
83080	2/6/2013	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	15.11	Library



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Total Amount for 20 Line Item(s) from Library				\$8,539.91	
<u>LMD #22</u>					
83063	2/6/2013	AZTECA LANDSCAPE	LANDSCAPE MAINTENANCE	651.04	LMD #22
83175	2/13/2013	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	509.76	LMD #22
83175	2/13/2013	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	266.57	LMD #22
83175	2/13/2013	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	243.40	LMD #22
83175	2/13/2013	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	146.63	LMD #22
83175	2/13/2013	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	73.58	LMD #22
83175	2/13/2013	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	73.35	LMD #22
83109	2/6/2013	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	62.26	LMD #22
83167	2/13/2013	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- FEB 13	60.40	LMD #22
83175	2/13/2013	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	51.29	LMD #22
83175	2/13/2013	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	50.04	LMD #22
83175	2/13/2013	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	24.38	LMD #22
Total Amount for 12 Line Item(s) from LMD #22				\$2,212.70	
<u>LMD #27</u>					
83157	2/13/2013	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	240.40	LMD #27
83109	2/6/2013	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	26.88	LMD #27
Total Amount for 2 Line Item(s) from LMD #27				\$267.28	
<u>LMD #32</u>					
83109	2/6/2013	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	48.90	LMD #32
Total Amount for 1 Line Item(s) from LMD #32				\$48.90	
<u>LMD 22 - Common Benefit Area</u>					
83114	2/6/2013	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	2,555.61	LMD 22 - Common Benefit Area
83175	2/13/2013	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	1,675.22	LMD 22 - Common Benefit Area
83175	2/13/2013	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	441.97	LMD 22 - Common Benefit Area
83175	2/13/2013	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	101.04	LMD 22 - Common Benefit Area



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Total Amount for 4 Line Item(s) from LMD 22 - Common Benefit Area				\$4,773.84	
<u>Media Operations</u>					
83115	2/6/2013	VERIZON WIRELESS	TELEPHONE SERVICE	1,847.15	Media Operations
83096	2/6/2013	PEREIRA/PABLO//	CTV HOST-SPOTLIGHT/FORUM	1,000.00	Media Operations
83166	2/13/2013	PASILIAO/ RYAN//	REIMBURSE COMPUTER SUPPLIES	804.40	Media Operations
83108	2/6/2013	SOLID WASTE SOLUTIONS, INC	FILM PERMITS/SERVICES	770.00	Media Operations
83180	2/13/2013	TELECOMMUNICATIONS MANAGEMENT	CTV CONSULTING SERVICES	450.00	Media Operations
83054	2/6/2013	A RENTAL CONNECTION	EQUIPMENT RENTAL- SOTC	108.64	Media Operations
83150	2/13/2013	INTERNET SPECIALTIES WEST	T-1 LINE ETHERNET	92.82	Media Operations
83121	2/13/2013	ACORN NEWSPAPER	CTV ADVERTISING	60.00	Media Operations
83121	2/13/2013	ACORN NEWSPAPER	CTV ADVERTISING	60.00	Media Operations
83121	2/13/2013	ACORN NEWSPAPER	CTV ADVERTISING	60.00	Media Operations
83121	2/13/2013	ACORN NEWSPAPER	CTV ADVERTISING	60.00	Media Operations
83121	2/13/2013	ACORN NEWSPAPER	CTV ADVERTISING	60.00	Media Operations
83121	2/13/2013	ACORN NEWSPAPER	CTV ADVERTISING	60.00	Media Operations
Total Amount for 12 Line Item(s) from Media Operations				\$5,373.01	
<u>Non-Departmental - Finance</u>					
83103	2/6/2013	ROTARY CLUB OF CALABASAS	NEIGHBORS IN NEED PROGRAM	25,000.00	Non-Departmental - Finance
83151	2/13/2013	IRON MOUNTAIN	STORAGE SERVICES	2,476.98	Non-Departmental - Finance
83061	2/6/2013	ART MUSEUM COUNCIL	ART RENTAL	2,403.45	Non-Departmental - Finance
83189	2/13/2013	WILLDAN ASSOCIATES INC.	HOUSING REHAB SERVICES	1,662.50	Non-Departmental - Finance
83118	2/6/2013	WILLDAN ASSOCIATES INC.	HOUSING REHAB SERVICES	997.50	Non-Departmental - Finance
83130	2/13/2013	CANON BUSINESS SOLUTIONS, INC.	COPIER SVC PROGRAM- MNF07759	959.01	Non-Departmental - Finance
83136	2/13/2013	CR PRINT	LETTERHEAD	803.18	Non-Departmental - Finance
83131	2/13/2013	CANON FINANCIAL SERVICES INC	CANON COPIER LEASES	774.57	Non-Departmental - Finance
83067	2/6/2013	CANON FINANCIAL SERVICES INC	CANON COPIER LEASES	518.19	Non-Departmental - Finance
83130	2/13/2013	CANON BUSINESS SOLUTIONS, INC.	COPIER SVC PROGRAM- TQH05599	288.68	Non-Departmental - Finance
83066	2/6/2013	CANON BUSINESS SOLUTIONS, INC.	COPIER SVC PROGRAM- IR7105/IRC	274.35	Non-Departmental - Finance
83142	2/13/2013	FEDERAL EXPRESS CORP.	COURIER SERVICE	38.15	Non-Departmental - Finance
83071	2/6/2013	FEDERAL EXPRESS CORP.	COURIER SERVICE	17.72	Non-Departmental - Finance
Total Amount for 13 Line Item(s) from Non-Departmental - Finance				\$36,214.28	

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83167	2/13/2013	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- FEB 13	10,330.08	Payroll
83124	2/13/2013	APPLE ONE	TEMPORARY EMPLOYMENT SVCS	386.66	Payroll
Total Amount for 2 Line Item(s) from Payroll				\$10,716.74	
<u>Police / Fire / Safety</u>					
83177	2/13/2013	SOUTHERN CALIFORNIA RADAR	LASER EQUIPMENT REPAIRS	160.00	Police / Fire / Safety
83177	2/13/2013	SOUTHERN CALIFORNIA RADAR	LASER EQUIPMENT REPAIRS	150.00	Police / Fire / Safety
Total Amount for 2 Line Item(s) from Police / Fire / Safety				\$310.00	
<u>Public Safety & Emergency Preparedness</u>					
83156	2/13/2013	LARSON/DEBBIE//	REIMBURSE CERT MEETING	97.18	Public Safety & Emergency Preparedness
Total Amount for 1 Line Item(s) from Public Safety & Emergency Preparedness				\$97.18	
<u>Public Works</u>					
83068	2/6/2013	CITY OF AGOURA HILLS	L.V. CREEK RESTORATION	18,847.86	Public Works
83118	2/6/2013	WILLDAN ASSOCIATES INC.	GRADING REVIEW	1,972.50	Public Works
83113	2/6/2013	VALLEY CREST LANDSCAPE, INC.	LANDSCAPE MAINTENANCE	1,658.00	Public Works
83118	2/6/2013	WILLDAN ASSOCIATES INC.	PUBLIC WORKS SERVICES	1,137.50	Public Works
83128	2/13/2013	CALIFORNIA CIVIL ENGINEERING	STREAM PROTECTION SIGNS	991.80	Public Works
83113	2/6/2013	VALLEY CREST LANDSCAPE, INC.	LANDSCAPE MAINTENANCE	828.00	Public Works
83190	2/13/2013	ZOLOTAREVA/ANNA//	ENGINEER CONSULTING	821.00	Public Works
83118	2/6/2013	WILLDAN ASSOCIATES INC.	GRADING REVIEW	700.00	Public Works
83140	2/13/2013	ELECTRO CONSTRUCTION	LIGHT REPAIRS - OLD TOWN	690.00	Public Works
83106	2/6/2013	SANCHEZ/MARK L.//	INSPECTION SERVICES	680.00	Public Works
83171	2/13/2013	SANCHEZ/MARK L.//	INSPECTION SERVICES	680.00	Public Works
83086	2/6/2013	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	652.59	Public Works
83118	2/6/2013	WILLDAN ASSOCIATES INC.	GRADING REVIEW	647.50	Public Works
83076	2/6/2013	GRAYSON/SIARA//	ENGINEER CONSULTING	630.00	Public Works
83118	2/6/2013	WILLDAN ASSOCIATES INC.	GEOTECH REVIEW	628.75	Public Works
83146	2/13/2013	GRAYSON/SIARA//	ENGINEER CONSULTING	600.00	Public Works
83086	2/6/2013	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	366.23	Public Works
83069	2/6/2013	COUNTY OF LOS ANGELES	CONTRACT SERVICES	353.91	Public Works
83121	2/13/2013	ACORN NEWSPAPER	RECYCLING ADVERTISING	302.82	Public Works
83121	2/13/2013	ACORN NEWSPAPER	RECYCLING ADVERTISING	302.82	Public Works



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83121	2/13/2013	ACORN NEWSPAPER	RECYCLING ADVERTISING	302.82	Public Works
83121	2/13/2013	ACORN NEWSPAPER	RECYCLING ADVERTISING	302.82	Public Works
83121	2/13/2013	ACORN NEWSPAPER	RECYCLING ADVERTISING	302.82	Public Works
83133	2/13/2013	CITY OF LOS ANGELES	TMDL MONITORING FY 12/13	252.36	Public Works
83118	2/6/2013	WILLDAN ASSOCIATES INC.	LOT LINE ADJUSTMENT	127.50	Public Works
83175	2/13/2013	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	33.29	Public Works
83157	2/13/2013	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	32.73	Public Works
83109	2/6/2013	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	26.74	Public Works
83109	2/6/2013	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	26.27	Public Works
83116	2/6/2013	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	24.96	Public Works
83175	2/13/2013	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	23.08	Public Works
83116	2/6/2013	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	16.11	Public Works
83121	2/13/2013	ACORN NEWSPAPER	RECYCLING ADVERTISING	-302.82	Public Works
Total Amount for 33 Line Item(s) from Public Works				\$34,659.96	

Recoverable / Refund / Liability

83184	2/13/2013	V.A. ASSOCIATES	REFUND RECOVERABLE PROJECT	1,354.69	Recoverable / Refund / Liability
83095	2/6/2013	P&A ADMINISTRATIVE SVCS INC	FSA-MEDICAL CARE REIMBURSEMENT	486.97	Recoverable / Refund / Liability
83170	2/13/2013	SAADI/MICHAEL//	REFUND RECOVERABLE PROJECT	462.50	Recoverable / Refund / Liability
83163	2/13/2013	MILLES/JIM//	REFUND PLAN CHECK FEES	260.00	Recoverable / Refund / Liability
83138	2/13/2013	DELTA GROUP ENGINEERING	REFUND PLANNING FEE	185.35	Recoverable / Refund / Liability
83178	2/13/2013	SOYKA/RON//	RECREATION REFUND	180.00	Recoverable / Refund / Liability
83095	2/6/2013	P&A ADMINISTRATIVE SVCS INC	FSA-MEDICAL CARE REIMBURSEMENT	176.35	Recoverable / Refund / Liability
83154	2/13/2013	KISS/JUDITH//	RECREATION REFUND	125.00	Recoverable / Refund / Liability
83082	2/6/2013	JIM'S HEATING & AIR	REFUND BUILDING PERMIT	49.60	Recoverable / Refund / Liability
83172	2/13/2013	SAROIAN/LILLIAN//	RECREATION REFUND	10.00	Recoverable / Refund / Liability
Total Amount for 10 Line Item(s) from Recoverable / Refund / Liability				\$3,290.46	

Tennis & Swim Center

83165	2/13/2013	OUT-FIT	FITNESS EQUIPMENT	7,461.52	Tennis & Swim Center
83176	2/13/2013	SOUTHERN CALIFORNIA GAS CO	GAS SERVICE	3,970.07	Tennis & Swim Center
83179	2/13/2013	SPECIALTY FITNESS	FITNESS EQUIPMENT	885.98	Tennis & Swim Center
83176	2/13/2013	SOUTHERN CALIFORNIA GAS CO	GAS SERVICE	441.45	Tennis & Swim Center
83117	2/6/2013	WATERLINE TECHNOLOGIES INC	POOL CHEMICALS	395.98	Tennis & Swim Center
83132	2/13/2013	CASAS ORAMAS/JORGE//	FITNESS EQUIPMENT REPAIRS	386.14	Tennis & Swim Center



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Check No.	Check Date	Vendor Name	Check Description	Amount	Department
83182	2/13/2013	TOTAL GRAPHICS	BANNERS	332.66	Tennis & Swim Center
83167	2/13/2013	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- FEB 13	287.81	Tennis & Swim Center
83187	2/13/2013	WATERLINE TECHNOLOGIES INC	POOL CHEMICALS	280.10	Tennis & Swim Center
83117	2/6/2013	WATERLINE TECHNOLOGIES INC	POOL CHEMICALS	210.59	Tennis & Swim Center
83120	2/13/2013	ACCURATE FIRST AID SERVICES	FIRST AID SUPPLIES	201.11	Tennis & Swim Center
83187	2/13/2013	WATERLINE TECHNOLOGIES INC	POOL CHEMICALS	198.38	Tennis & Swim Center
83181	2/13/2013	TIME WARNER CABLE	CABLE MODEM/HDTV- T&SC	171.42	Tennis & Swim Center
83129	2/13/2013	CALIFORNIA PARK & RECREATION	MEMBERSHIP RENEWAL-D. HUNCKE	170.00	Tennis & Swim Center
83152	2/13/2013	JAM FIRE PROTECTION	ANNUAL SERVICE- T&SC	115.61	Tennis & Swim Center
83167	2/13/2013	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- FEB 13	104.83	Tennis & Swim Center
83149	2/13/2013	INNER-I ...SECURITY IN FOCUS	JAN-MAR 2013 MONITORING- T&SC	75.00	Tennis & Swim Center
83187	2/13/2013	WATERLINE TECHNOLOGIES INC	POOL CHEMICALS	41.55	Tennis & Swim Center
83155	2/13/2013	L.A. CO. DEPT. OF HLTH SERVICE	BACKFLOW DEVICE FEE	40.00	Tennis & Swim Center
83162	2/13/2013	MILBRAND/KATHLEEN//	REIMB MILEAGE - JAN 2013	33.90	Tennis & Swim Center
Total Amount for 20 Line Item(s) from Tennis & Swim Center				\$15,804.10	

Transportation

83139	2/13/2013	DIAMOND WEST ENGINEERING, INC	ENGINEER CONSULTING	13,255.00	Transportation
83079	2/6/2013	HUITT-ZOLLARS INC	CONSTRUCTION SVCS-LOST HILLS	12,235.13	Transportation
83090	2/6/2013	MARK IV CONSULTING INC	CITY ENGINEERING SERVICES	11,880.00	Transportation
83102	2/6/2013	RJR ENGINEERING GROUP	CIVIL ENGINEERING SERVICES	7,547.30	Transportation
83153	2/13/2013	KIMLEY-HORN AND ASSOCIATES	MULHOLLAND HWY CONSULTING	7,400.00	Transportation
83159	2/13/2013	MALIBU CANYON SHELL	FUEL CHARGES- JAN 2013 (2/2)	5,427.62	Transportation
83189	2/13/2013	WILLDAN ASSOCIATES INC.	CENTERLINE SURVEY	4,275.00	Transportation
83123	2/13/2013	ALL CITY MANAGEMENT SVCS, INC.	SCHOOL CROSSING GUARD SVCS	4,176.38	Transportation
83189	2/13/2013	WILLDAN ASSOCIATES INC.	SURVEYING SERVICES	3,000.00	Transportation
83128	2/13/2013	CALIFORNIA CIVIL ENGINEERING	TRAFFIC SIGN MAINTENANCE	2,906.60	Transportation
83107	2/6/2013	SIEMENS INDUSTRY INC.	TRAFFIC SIGN MAINTENANCE	1,690.00	Transportation
83118	2/6/2013	WILLDAN ASSOCIATES INC.	L.V. WIDENING DESIGN	1,500.00	Transportation
83189	2/13/2013	WILLDAN ASSOCIATES INC.	SURVEYING SERVICES	900.00	Transportation
83107	2/6/2013	SIEMENS INDUSTRY INC.	TRAFFIC SIGN MAINTENANCE	864.89	Transportation
83188	2/13/2013	WESTERN HIGHWAY PRODUCTS, INC.	TRAFFIC SIGNS	260.23	Transportation
83109	2/6/2013	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	65.78	Transportation
83116	2/6/2013	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	42.07	Transportation
83109	2/6/2013	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	29.44	Transportation
83175	2/13/2013	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	23.92	Transportation



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Check No.	Check Date	Vendor Name	Check Description	Amount	Department
83069	2/6/2013	COUNTY OF LOS ANGELES	CONTRACT SERVICES	21.55	Transportation
Total Amount for 20 Line Item(s) from Transportation				\$77,500.91	
GRAND TOTAL for 238 Line Items				\$256,625.95	

FUTURE AGENDA ITEMS

Department Agenda Headings Agenda Title/Future Agenda

Future Items:

Finance	Consent	Recommendation to award a three-year PSA to Moss, Levy & Hartzheim, LLP for independent audit services in a not-to exceed amount of \$74,215. 3/13
CD	New Business	Annual housing element report. 3/13
CC	New Business	Discussion regarding Commission appointments
Council	New Business	Council Protocols
CC	Consent	Establishment of a fee for filing notices of intent to circulate initiative petitions
CC	New Business	Discussion regarding Council liaisons and appointments to external committees
MOD	New Business	Wireless Ordinance RF Monitoring Recommendation from CTC
CD	New Business	Building code appeal process discussion

2013 CITY COUNCIL MEETING DATES

13-Mar	14-Aug
27-Mar - <i>Council Reorg</i>	28-Aug
10-Apr	11-Sep
24-Apr	25-Sep
8-May	9-Oct
22-May	23-Oct
12-Jun	13-Nov
26-Jun	27-Nov - Cancelled - First Day of Hanukkah
10-Jul Cancelled	11-Dec
24-Jul Cancelled	25-Dec - Cancelled