



CITY *of* CALABASAS

**CITY COUNCIL AGENDA
REGULAR MEETING - WEDNESDAY, FEBRUARY 13, 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.

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.

- Presentation of employee service awards.
- HEAL Presentation.

ORAL COMMUNICATIONS - PUBLIC COMMENT – 7:30 P.M.

CONSENT ITEMS – 7:35 P.M.

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.](#)

NEW BUSINESS – 7:50 P.M.

9. [Records retention comparison.](#)

INFORMATIONAL REPORTS – 8:20 P.M.

10. [Check Register for the period of January 10-30, 2013.](#)

TASK FORCE REPORTS – 8:25 P.M.

CITY MANAGER'S REPORT – 8:30 P.M.

FUTURE AGENDA ITEMS – 8:35 P.M.

ADJOURN – 8:40 P.M.

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

A copy of the City Council agenda packet is available for review at City Hall and the Calabasas Library. Materials related to items on this agenda submitted to the Council after distribution of the agenda packet are available for public inspection in the City Clerk's Office, 100 Civic Center Way, Calabasas, CA 91302, during normal business hours. Such documents are also available on the City of Calabasas website at www.cityofcalabasas.com subject to the City staff's ability to post the documents before the meeting. The City of Calabasas, in complying with the Americans with Disabilities Act (ADA), requests individuals who require special accommodations to access, attend and/or participate in the City meeting due to disability, to please contact the City Clerk's Office, (818) 224-1600, at least one business day prior to the scheduled meeting to ensure that we may assist you.

**MINUTES OF A REGULAR MEETING OF
THE CITY COUNCIL OF THE CITY OF CALABASAS,
CALIFORNIA, HELD WEDNESDAY, JANUARY 23, 2013**

Mayor Maurer called the Closed Session portion of the meeting to order at 6:30 p.m. in the City Council Chambers, Conference Room, 100 Civic Center Way, Calabasas, California. All members of the City Council were present.

CLOSED SESSION

1. Continued from January 9, 2013, Public Employee performance evaluation (Government Code 54957); Title--City Manager.

The Council convened to open session at 7:07 p.m.

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

The City Attorney announced there were no reportable actions from the Closed Session and stated that an item would be presented at the next Council meeting to comply with the Brown Act.

The Pledge of Allegiance was led by Cub Scouts Pack 333.

APPROVAL OF AGENDA

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

ANNOUNCEMENTS/INTRODUCTIONS

- Proclamation to Talbert Family Foundation in recognition of the 9th Annual Calabasas Classic 5K and 10K Run.

Mayor Maurer presented a proclamation to Mrs. Julie Talbert. Members of the Council expressed appreciation to Mrs. Talbert. Mrs. Talbert thanked the Council for this recognition.

- JAM School Foundation presentation. Proclamation in recognition of the Community-Wide Fitness Break Program.

Patricia Friberg, Cindra Skotzko, Sarah Medler, Gale Richardson, Patti Howell and several students presented a session of JAMmin' Minute. The Council presented a proclamation to the JAM School Foundation.

ORAL COMMUNICATIONS - PUBLIC COMMENT

The following spoke during public comment: Robert Hahn, Bruce Boyer and Alicia Weintraub.

Councilmember Bozajian announced the State of City Address scheduled on January 24, 2013, at 6:30 p.m., at Founders Hall.

Mayor pro Tem Gaines made the following announcements:

- He and Mrs. Gaines attended the Presidential inauguration in Washington, DC.
- He attended the last Communications & Technology Commission meeting on January 15, where former Commissioner Justin Slaten, who participated via Skype, was recognized for his service.
- The Chamber of Commerce Annual Installation Luncheon is scheduled on January 31, at the Calabasas Country Club.
- The Calabasas High School Performing Art Centers are opening with 24 hours of performances beginning on Friday, January 25. The ribbon cutting ceremony is scheduled on Saturday, January 26, at 8:30 a.m.
- The City's municipal election scheduled on March 5. Last day to register to vote is February 19.

Councilmember Martin announced her attendance at the UCLA La Kretz Field Station opening on January 19.

Councilmember Shapiro reiterated the opening of the Calabasas High School Performing Arts Center. He also announced his attendance at a Rotary Club meeting on January 22. He further announced that the City is co-sponsoring with the Calabasas Chamber's attorney's group a statewide law day on May 1. He encouraged all local attorneys to volunteer their time for this event.

CONSENT ITEMS

1. Approval of meeting minutes from January 9, 2013.
2. Recommendation to approve the appointment of David Cohan to the Environmental Commission by Mayor pro Tem Gaines, term ending March 31, 2013.

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

David Cohans, newly appointed Environmental Commissioner thanked the Council for his appointment.

PUBLIC HEARING

4. Review and approval of projects for the 39th program year (2013-2014) Community Development Block Grant (CDBG) funding; and adoption of Resolution No. 2013-1361, approving the CDBG 39th program year (2013-2014).

Mayor Maurer opened/closed the public hearing.

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

The meeting recessed at 7:52 p.m.

The meeting reconvened at 8:16 p.m.

NEW BUSINESS

3. Presentation by Las Virgenes Unified School District (LVUSD) regarding the Performing Arts Center.

School Superintendent, Dr. Dan Stepenosky and Theater Manager, Gilles Chiasson provided an overview of the Performing Art Centers. They encouraged everyone to attend the opening scheduled on January 25 and 26. Members of the Council congratulated and expressed appreciation to Dr. Stepenosky and Mr. Chiasson.

INFORMATIONAL REPORTS

5. Check Register for the period of December 27, 2012 through January 9, 2013.

No action was taken on this item.

TASK FORCE REPORTS

Councilmember Shapiro and Mayor Maurer reported that the Senior Task Force toured a number of facilities and continue to work diligently on the Senior Center project.

Councilmember Martin reported on the COG meeting, and the Board of Supervisors' decision to extend the Water Quality Initiative for 60 days. She also reported that the City was placed on a match list for Measure R funds for the Lost Hills Project.

CITY MANAGER'S REPORT

Mr. Coroalles reported that COG's Executive Director Terry Dipple would be providing an update to the Council sometime in March. He extended an invitation to participate in the upcoming election on March 5.

FUTURE AGENDA ITEMS

None.

Mayor pro Tem Gained expressed appreciation to Richard Sherman and the Calabasas Park Homeowners' Association for an excellent candidate's forum on January 13.

ADJOURN

The meeting adjourned at 10:25 p.m. to their next regular meeting to be held on Wednesday, February 13, 2013, at 7:00 p.m.

Maricela Hernandez, MMC
City Clerk



CITY of CALABASAS
CITY COUNCIL AGENDA REPORT

DATE: FEBRUARY 4, 2013

TO: HONORABLE MAYOR AND COUNCILMEMBERS

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

SUBJECT: ADOPTION OF RESOLUTION NO. 2013-1362 PROCLAIMING MARCH 23, 2013 AS "ARBOR DAY" IN THE CITY OF CALABASAS.

MEETING
DATE: FEBRUARY 13, 2013

SUMMARY RECOMMENDATION:

It is recommended that the City Council approve staff's recommended motion to proclaim March 23, 2013 as "Arbor Day" in the City of Calabasas.

DISCUSSION/ANALYSIS:

Once annually, the City must both adopt an Arbor Day resolution and hold an Arbor Day event to renew the City's TREE CITY, USA status. This year is the 14th year that Calabasas is recognized as a Tree City USA. Attached is a resolution proclaiming Saturday, March 23, 2013 as Arbor Day. In honor of Arbor Day, the City of Calabasas will be holding a tree-planting ceremony at the Gates Canyon Park. The event will include tree-planting for kids starting at 9:30 a.m. and the official tree-planting ceremony at 11:30 a.m.

FISCAL IMPACT/SOURCE OF FUNDING:

Estimated costs of approximately \$1,000 will be used from the City's Arbor Day Budget (Account No. 10-321-5252-21).

REQUESTED ACTION:

Approve City council Resolution No. 2013-1362 proclaiming March 23, 2013 as Arbor Day.

ATTACHMENT:

City Council Resolution No. 2013-1362.

RESOLUTION NO. 2013-1362

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CALABASAS, CALIFORNIA, PROCLAIMING MARCH 23, 2013 AS "ARBOR DAY" IN THE CITY OF CALABASAS.

WHEREAS, in 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees; and

WHEREAS, the holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska; and

WHEREAS, Arbor Day is now observed throughout the nation and the world; and

WHEREAS, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce oxygen and provide habitat for wildlife; and

WHEREAS, trees are a renewable resource giving us paper, wood for our homes, fuel for our fire and countless other wood products; and

WHEREAS, trees in our City increase property values, enhance the economic vitality of business areas and beautify our community; and

WHEREAS, trees, wherever they are planted, are a source of joy and spiritual renewal.

NOW, THEREFORE, the City Council of the City of Calabasas does hereby proclaim March 23, 2013 as "**Arbor Day**" in the City of Calabasas. All residents are urged to celebrate Arbor Day and to support the efforts to protect our trees and woodlands.

BE IT FURTHER RESOLVED, that all residents are urged to plant trees to promote the well-being of this and future generations.

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

PASSED, APPROVED AND ADOPTED this 13th day of February, 2013.

Mary Sue Maurer, Mayor

ATTEST:

Maricela Hernandez, MMC
City Clerk

APPROVED AS TO FORM:

Scott H. Howard, Interim City Attorney



CITY of CALABASAS

CITY COUNCIL AGENDA REPORT

DATE: JANUARY 31, 2013

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: SCOTT H. HOWARD, INTERIM CITY ATTORNEY

**SUBJECT: AMENDED EMPLOYMENT CONTRACT–COST OF LIVING ADJUSTMENT
FOR CITY MANAGER**

**MEETING
DATE: FEBRUARY 13, 2013**

SUMMARY RECOMMENDATION:

The City Manager’s employment agreement entitles him to a specified salary which may be adjusted by the Council in their discretion. The Council has completed an annual performance review of the City Manager and has requested the City Attorney to prepare a report to consider amending the City Manager’s employment agreement to provide a cost of living adjustment (COLA) in the same amount as provided to other employees in August 2012. The COLA authorized for employees was 2.67% retroactive to July 1, 2012 which would result in an adjustment of the City Manager’s annual salary from \$210,696 (\$17,558 monthly) to \$216,324 (\$18,027 monthly). The attached seventh amended employment agreement would reflect and authorize the COLA increase of 2.67% retroactive to July 1, 2012.

DISCUSSION:

The City Manager’s employment agreement entitles him to a specified salary which may, in the discretion of Council, be adjusted. The City Manager has not received a salary increase in the past two years. Having now completed the City Manager’s performance evaluation, the Council has directed that a proposed COLA be presented for consideration as required by law. The proposed COLA of 2.67%, retroactive to

July 1, 2012 will be consistent with that approved in August 2012 for full time employees.

In addition, we have "cleaned-up" the agreement by consolidating previous amendments into this seventh amended employment agreement. By doing so, all terms and conditions of the City Manager's employment with the City are covered in this agreement. The proposed COLA (paragraph 4) and existing benefits which were in separate previous amendments (paragraphs 6 and 13 C) are highlighted as underlined text in the attached seventh amended employment agreement.

FISCAL IMPACT/SOURCE OF FUNDING:

The City's current budget contains sufficient payroll appropriations to cover the COLA adjustment.

SUMMARY RECOMMENDATION:

If the Council desires to approve the COLA adjustment to the City Manager's salary as outlined above, it should approve the seventh amended employment agreement and authorize the Mayor to sign it on behalf of the City.

ATTACHMENT:

Seventh Amended Employment Agreement between Anthony Coroalles and the City of Calabasas.

SEVENTH AMENDED EMPLOYMENT AGREEMENT

THIS SEVENTH AMENDED AGREEMENT is made and entered into as of the 13th day of February 2013, by and between the CITY OF CALABASAS, California, a Municipal Corporation, hereinafter called the "City," and ANTHONY M. COROALLES, hereinafter called "Employee."

RECITALS

A. City desires to retain the services of Employee in the position of City Manager, and Employee desires employment as City Manager of the City;

B. The City Council desires to:

- (1) Retain the services of Employee.
- (2) Encourage the highest standards of fidelity and public service on the part of Employee.
- (3) Provide a just means for terminating Employee's employment and this Agreement when City may desire to do so;
- (4) Recognize Employee's accomplishments during his service to the City to date; and

C. The parties further desire to establish the Employee's conditions of employment.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained the parties agree as follows:

1. Duties. City hereby employs Employee as City Manager of City to perform the functions and duties of the City Manager as specified in City's Municipal Code and to perform such other legally permissible and proper duties and functions as the City Council may from time to time assign to Employee. Employee agrees to devote Employee's full time and effort to the performance of this Agreement and to remain in the exclusive employ of City and not to become otherwise employed while this Agreement is in effect without the prior written approval of the City Council.

2. Hours of Work. Employee shall maintain a regular work schedule of 8 hours per day, Monday through Friday and shall not participate in the 9/80 schedule made available to other employees. Employee's duties may involve expenditures of time in excess of eight (8) hours per day and/or forty (40) hours per week, and may also include time outside normal office hours such as attendance at City Council meetings. Employee shall not be entitled to additional compensation for such time.

3. Term. This Agreement shall be effective December 15, 2003, and will remain in force and effect until terminated as provided herein. The amendments to this

Agreement made by this [Seventh](#) Amendment are effective as of February 13th, 2013 unless otherwise expressly stated herein.

4. [Salary; Merit Bonus](#). Effective [December 15, 2009](#), City shall pay Employee for the performance of Employee's duties as City Manager under this Agreement an annual salary of \$[210,696](#) less customary and legally required payroll deductions representing a cost of living adjustment awarded to all City employees. Effective [February 13, 2013](#), that sum shall be increased [retroactive to July 1, 2012](#) to [\\$216,324](#) representing a [2.67% cost of living increase](#). Salary and/or benefit adjustments shall be considered by the City Council annually in conjunction with Employee's annual performance evaluation pursuant to paragraph 11. of this Agreement. City shall not, at any time during the term of this Agreement, reduce Employee's salary or benefits unless such reduction is imposed across-the-board for all employees of the City.

5. [Automobile](#). City shall provide Employee with a monthly auto allowance of \$500, which Employee acknowledges shall be subject to taxation. Employee shall have access to City-owned vehicles as needed to conduct official business during regular business hours or extended travel authorized by the City Council. Employee shall be responsible for paying for all liability, property damage, and comprehensive insurance and for the purchase, operation, maintenance, repair, and replacement of his automobile.

6. [Retirement and Deferred Compensation](#). City shall contribute the employer's and Employee's portion of cost of membership in the Public Employees Retirement System (PERS) during the term of this Agreement. City shall also make available to Employee a qualified deferred compensation program under Internal Revenue Code Section 457 [and](#) will match any contributions Employee may make to that plan [consistent with the City match provided to all other employees \(currently 2% of the employee's salary\)](#).

7. [Medical, Dental and Vision Insurance](#). City shall pay the monthly premiums for medical, dental and vision insurance for Employee and Employee's dependents in an amount sufficient to cover most plans offered by the City and not less than the amount afforded department heads. If Employee elects not to participate in the City's medical plan, the City will contribute the amount it pays in lieu of those benefits under the current benefit resolution of the City to the Section 457 plan referred to in paragraph 6 above or, at Employee's option, pay that sum as additional taxable compensation to Employee.

8. [Other Benefits](#). City shall provide to Employee any other benefits mandated by state or federal law.

9. [General Expenses and Business Equipment](#). City recognizes that certain expenses of a non-personal and job-related nature may be incurred by Employee. City agrees to reimburse Employee for reasonable expenses which are authorized by the City budget, submitted to the City Council for approval, and which are supported by expense receipts, statements or personal affidavits, and audit thereof in like manner as other demands against the City. City shall provide Employee with a lap-top computer and a cellular phone for the conduct of City business and to assure his availability to the City in the event of an emergency.

10. Official and Professional Development Expenses. City shall pay reasonable sums for professional dues and subscriptions for Employee necessary in the judgment of the City Council for Employee's continued participation in associations and organizations, which memberships are necessary and desirable for the continued professional development of Employee and for the good of the City, such as the League of California Cities and the International City/County Management Association. Notwithstanding the foregoing, the City Council shall have discretion to establish appropriate amounts, in the annual City budget or otherwise, for official and professional development expenses and travel costs.

11. Performance Evaluation. The City Council shall review and evaluate Employee's performance at least once annually. The City Council and Employee shall annually develop mutually agreeable performance goals and criteria which the City Council shall use in reviewing Employee's performance in the following year. It shall be Employee's responsibility to initiate this review each year. Employee will be afforded an adequate opportunity to discuss each evaluation with the City Council.

12. Indemnification. City shall defend, hold harmless and indemnify Employee against any claim, demand, judgment, or action of any type or kind arising within the course and scope of Employee's employment to the extent required by Government Code Sections 825 and 995.

13. Other Terms and Conditions of Employment.

(A) The City Council may from time to time fix other terms and conditions of employment relating to the performance of Employee, provided such terms and conditions are not inconsistent with or in conflict with the provision of this Agreement, the Municipal Code, or other applicable law.

(B) The provisions of the City's Personnel Rules and Regulations ("Rules") shall apply to Employee to the extent they explicitly apply to the position of City Manager, except that if the specific provisions of this Agreement conflict with the Rules, the terms of this Agreement shall prevail. Without limiting the generality of the exception noted in the previous sentence, however, no provision of the Rules or this Agreement shall confer upon Employee a property right in Employee's employment or a right to be discharged only upon cause during Employee's tenure as City Manager. At such times as Employee is serving as City Manager, Employee is an at-will employee serving at the pleasure of the Council and may be dismissed at any time with or without cause, subject only to the provisions of this Agreement.

(C) Until such time as the Rules entitle him to a greater amount, effective February 13, 2005 Employee shall be entitled to 20 days of vacation leave with pay per year. Employee may accrue up to 45 days vacation and, once having accrued that amount, shall accrue no further vacation under this Agreement until he uses vacation time to reduce his accrued balance. The Employee- may cash out vacation time on the same terms and conditions as established by the City for other management employees.

(D) Employee shall be entitled to 12 days of sick leave and 8 days of administrative leave with pay per year. Employee may not cash out unused sick leave upon termination of this Agreement. Administrative leave is prorated and Employee shall receive 4 and 1/3 days administrative leave for the 2003-04 fiscal year. Except as expressly provided in this Agreement, Employee's use and accrual of sick and administrative leave shall be governed by the Rules.

(E) Employee shall be exempt from paid overtime compensation and from Social Security taxes other than the mandatory Medicare portion of such taxes.

(F) Employee shall be entitled to eleven and one-half holidays per year pursuant to City policy and to one floating holiday per year. Except as expressly provided in this Agreement, Employee's holidays shall be governed by the Rules.

(G) The City will pay for Employee's memberships in the Calabasas Tennis & Swim Center and the Agoura Hills / Calabasas Community Center.

(H) The City will provide Employee short-term and long-term disability insurance on the same terms as such insurance is provided to department heads of the City. The City will provide Employee with life insurance in the amount of 1 and one-half times his annual salary with Employee to name the beneficiary. The City will pay the premium for Employee and his household members to participate in the City's Employee Assistance Program.

14. General Provisions.

(A) This Agreement constitutes the entire agreement between the parties. City and Employee hereby acknowledge that they have neither made nor accepted any other promise or obligation with respect to the subject matter of this Agreement. This Agreement may be amended only by a writing signed by Employee, approved by the City Council, and executed on behalf of the City.

(B) If any provision or any portion of this Agreement is held to be unconstitutional, invalid or unenforceable, the remainder of the Agreement shall be deemed severable and shall not be affected and shall remain in full force and effect.

(C) This Agreement may be terminated by either party with or without notice and with or without cause subject only to the requirements of paragraph 15 below regarding severance. Notice of termination to City shall be given in writing to City, either by personal service or by registered or certified mail, postage prepaid, addressed to City as follows:

Mayor
City of Calabasas
100 Civic Center Way
Calabasas, CA 91302.

With a courtesy copy to:

[Scott H. Howard](#)
Calabasas [Interim](#) City Attorney
[300 So. Grand Avenue, Ste. 2700](#)
Los Angeles, CA 90071-3137.

Any notice to Employee shall be given in a like manner, and, if mailed, shall be addressed to Employee at the address then shown in City's personnel records. For the purpose of determining compliance with any time limit stated in this Agreement, a notice shall be deemed to have duly given (a) on the date of delivery, if served personally on the party to whom notice is to be given, or (b) on the second (2nd) calendar day after mailing, if mailed in the manner provided in this section to the party to whom notice is to be given. Notwithstanding the forgoing, this Agreement shall automatically terminate on the death or permanent disability of Employee and Employee agrees to make best efforts to give City not less than 60 days' written notice of his resignation.

(D) If an action at law or in equity is necessary to enforce or interpret this Agreement, the prevailing party in that action shall be entitled to reasonable and actual attorneys' fees and costs with respect to the prosecution or defense of the action.

(E) A waiver of any of the terms and conditions of this Agreement shall not be construed as a general waiver by the City and the City shall be free to enforce any term or condition of this Agreement with or without notice to Employee notwithstanding any prior waiver of that term or condition.

15. Severance. If City terminates this Contract without cause, as defined in this paragraph, then City shall pay Employee severance equal to six months' salary plus one month's salary, in the amounts in effect at the time the notice of termination is given, for each full year of service to the City which Employee has completed as of the termination date, not to exceed an amount equal to twelve months' salary. The City shall have cause to terminate Employee without payment of severance under this paragraph 15 if Employee engages in any of the following conduct: theft or destruction of City property; conviction of a felony, or of a misdemeanor adversely reflecting on Employee's fitness to perform assigned duties; unauthorized absence from employment or abuse of leave privileges; reporting for work, or being at work, under the influence of, or in the possession of, alcoholic beverages, or non-prescribed "controlled substances" as that term is defined in the federal Comprehensive Drug Abuse Prevention and Control Act of 1970 as amended to date (excluding possession of alcoholic beverages in compliance with the Rules); improper or unauthorized use of City funds or City property; acceptance by Employee of any valuable consideration from any person or entity other than the City for the regular performance of Employee's duties; or engaging in harassment prohibited by state or federal law.

IN WITNESS WHEREOF the parties have executed this Agreement as of the day and year first above written.

EMPLOYEE

Anthony M. Coroalles

CITY OF CALABASAS

ATTEST:

Maricela Hernandez, MMC
CITY CLERK

Mary Sue Maurer
MAYOR

Approved as to form:

Scott H. Howard
INTERIM CITY ATTORNEY




CITY of CALABASAS

CITY COUNCIL AGENDA REPORT

DATE: FEBRUARY 13, 2013

TO: HONORABLE MAYOR AND COUNCILMEMBERS

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

 STEVE BALL, LANDSCAPE DISTRICTS MAINTENANCE MANAGER

SUBJECT: 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.

MEETING DATE: FEBRUARY 13, 2013

SUMMARY RECOMMENDATION:

Authorization to approve budgeted funding and change order for Newbury Park Tree Service, Inc. in the amount of \$58,000 for authorized extra work as part of Specification No. 10-11-03 Public Streets Tree Maintenance in the city of Calabasas.

BACKGROUND:

A maintenance contract was awarded to Newbury Park Tree Service, Inc. and became effective May 12, 2011. On June 12, 2012, City Council approved Change Order No. 1 in the amount of \$35,374.00 for extra work including street tree planting, trimming, removal, and pest abatement and disease control.

The cost of certain additional work is covered in the bid specification under the Unit Price List and is considered to be Extra Work. The city's landscape manager is authorized to budget and utilize available monies for landscape maintenance work.

Based on past fiscal year expense history, in order to maintain the city's public works landscape in quality condition, it is projected that \$58,000 will be required this fiscal year to fund tree trimming, tree planting, tree removal, tree pest abatement and tree insect and disease control.

FISCAL IMPACT/SOURCE OF FUNDING:

Fund 10-321 – General Landscape Maintenance

Budgeted funding exists in Fund 10: Division, 321, General Landscape Maintenance: tree trimming, tree planting, tree removal, pest abatement and general landscape maintenance.

REQUESTED ACTION:

Move 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 Streets Tree Maintenance in the city of Calabasas.

ATTACHMENTS: Change Order No. 2

BASE CONTRACT AMOUNT		\$95,626.00
PRIOR CHANGE ORDERS	(+)	\$35,374.00
ADJUSTED CONTRACT AMOUNT	(=)	\$131,000.00
THIS CHANGE ORDER # 2	(+)	\$58,000.00
FINAL CONTRACT AMOUNT	(=)	\$189,000.00

CONTRACT CHANGE ORDER NO.: 2
DATE: 2/13/2013

PROJECT TITLE: PUBLIC STREETS TREE MAINTENANCE IN THE CITY OF CALABASAS
SPECIFICATION NO.: 10-11-03

OWNER: CITY OF CALABASAS
CONTRACTOR: NEWBURY PARK TREE SERVICE, INC.

THE FOLLOWING CHANGES TO THE CONTRACT, DRAWINGS AND SPECIFICATIONS ARE PROPOSED:	NET ADDITION	NET DEDUCTION	DAYS EXTENDED
This Change Order will fund Street Tree Planting, Tree Trimming, Tree Removal, Tree Pest Abatement & Disease Control	\$58,000.00		365
NET TOTALS	\$ 58,000.00	\$ -	365

We hereby agree to make the above change subject to the terms of this order for the sum of: \$58,000.00

***** FIFTY EIGHT THOUSAND DOLLARS (\$58,000)** DOLLARS ADDITION

CONTRACTOR: NEWBURY PARK TREE SERVICE, INC

Contractor's Representative

(Printed Name & Title)

DATE

RECOMMENDED:	APPROVED:	ACCEPTED:
Steve Ball, LMD Manager	Robert Yalda Public Works Director	Mary Sue Maurer, Mayor
Date:	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.





CITY of CALABASAS

CITY COUNCIL AGENDA REPORT

DATE: FEBRUARY 1, 2013

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM:  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 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 WITHIN THE CITY OF CALABASAS.

MEETING DATE: FEBRUARY 13, 2013

SUMMARY RECOMMENDATION:

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 within the City of Calabasas, in an amount not to exceed \$85,869.08 per year plus Consumer Price Index (CPI) increases.

BACKGROUND:

ValleyCrest Landscape Maintenance, Inc. is the city's current contractor. The contract was for two (2) years with three one-year contract extensions, for a total period of five years, and expired on February 11, 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 process.

DISCUSSION/ANALYSIS:

In general, the scope of this work consists of, but not limited to, maintenance of landscape plantings, irrigation systems, various hardscape areas, and sidewalks within Public Works Street Medians and Certain Sidewalk and Parkway Areas as shown on the Work Area Maps, enclosed.

The City Attorney has determined it appropriate to classify the Landscape Maintenance of Public Works Street Medians and Certain Sidewalks and Parkways for Contract Area #1 Public Works Maintenance Zones 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, with one being nonresponsive. The Proposers were: Vandergeest Landscape Care, Venco Western, Inc., Alma Gardening Co., and ValleyCrest Landscape Maintenance, Inc. The proposal summary is below:

<u>PROPOSER</u>	<u>PROPOSAL AMOUNT</u>
Alma Gardening Co.	(Nonresponsive)
ValleyCrest Landscape Maintenance, Inc.	\$79, 445.03
Vandergeest Landscape Care, Inc.	\$85, 869.08
Venco Western, Inc.	\$128, 294.33

Interviews were held with the (4) contractors. Based on the Proposer’s responses to the RFQ/P and the interview process, the evaluation committee recommends the contract be awarded to Vandergeest Landscape Care, Inc. for Contract Area #1. Vandergeest Landscape Care, Inc. provides a higher level and more consistent landscape maintenance product of those Contractors who have proposed for this Public Works Contract Area #1. This Company’s superior management of the irrigation systems and special landscape projects results in an exceptional product.

Vandergeest Landscape Care, Inc. has provided landscape contracting services for the City in the past and has an excellent work record. The contractor has a productive relationship with both city staff and members of the community. Over the years the city has received verbal communication from community residents

expressing their appreciation of this contractor's performance on street median and landscape work.

FISCAL IMPACT/SOURCE OF FUNDING:

Budgeted monies from Fund 10 - General Fund: Division: 312: Street Maintenance Services 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 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 within the City of Calabasas, in an amount not to exceed \$85,869.08 per year plus Consumer Price Index (CPI) increases.

ATTACHMENTS: Work Area Maps
Professional Services Agreement



CITY of CALABASAS

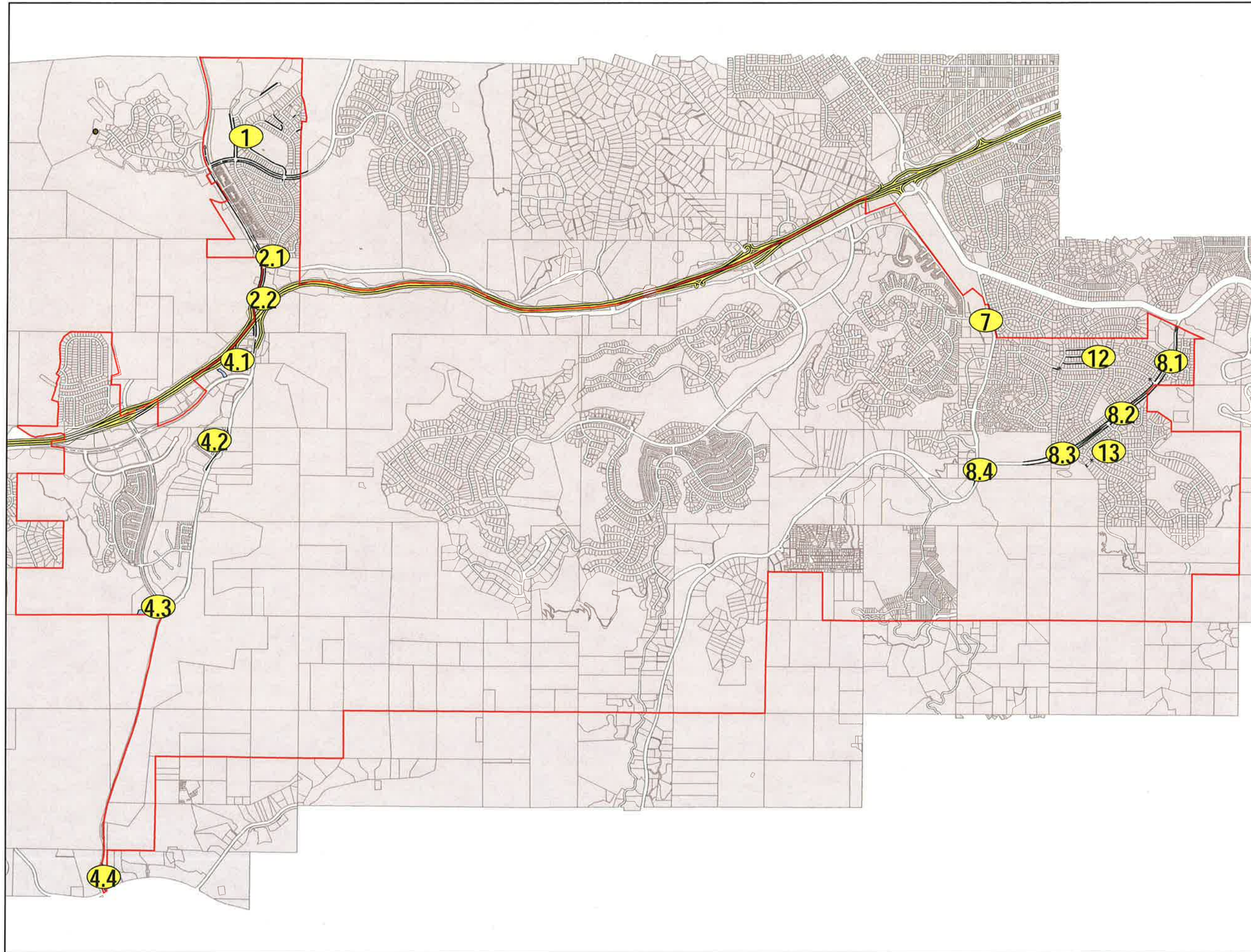
**PUBLIC WORKS
LANDSCAPE
MAINTENANCE
OVERVIEW MAP**

CONTRACT AREA #1

LEGEND

PUBLIC WORKS MAINTENANCE ZONES

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





CITY of CALABASAS

PUBLIC WORKS LANDSCAPE MAINTENANCE ZONE 1 MALIBU CANYON

LEGEND

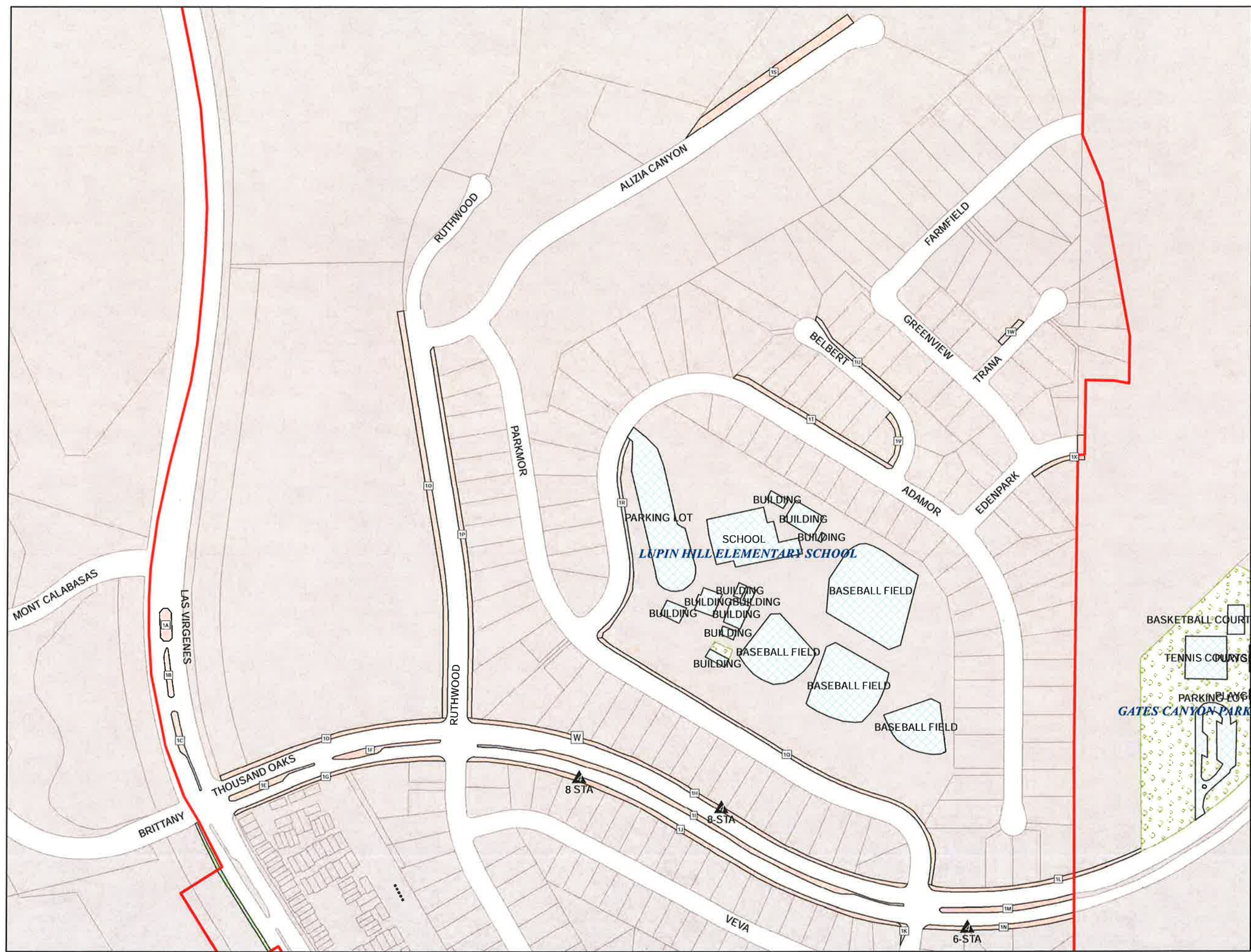
PUBLIC WORKS MAINTENANCE ZONES

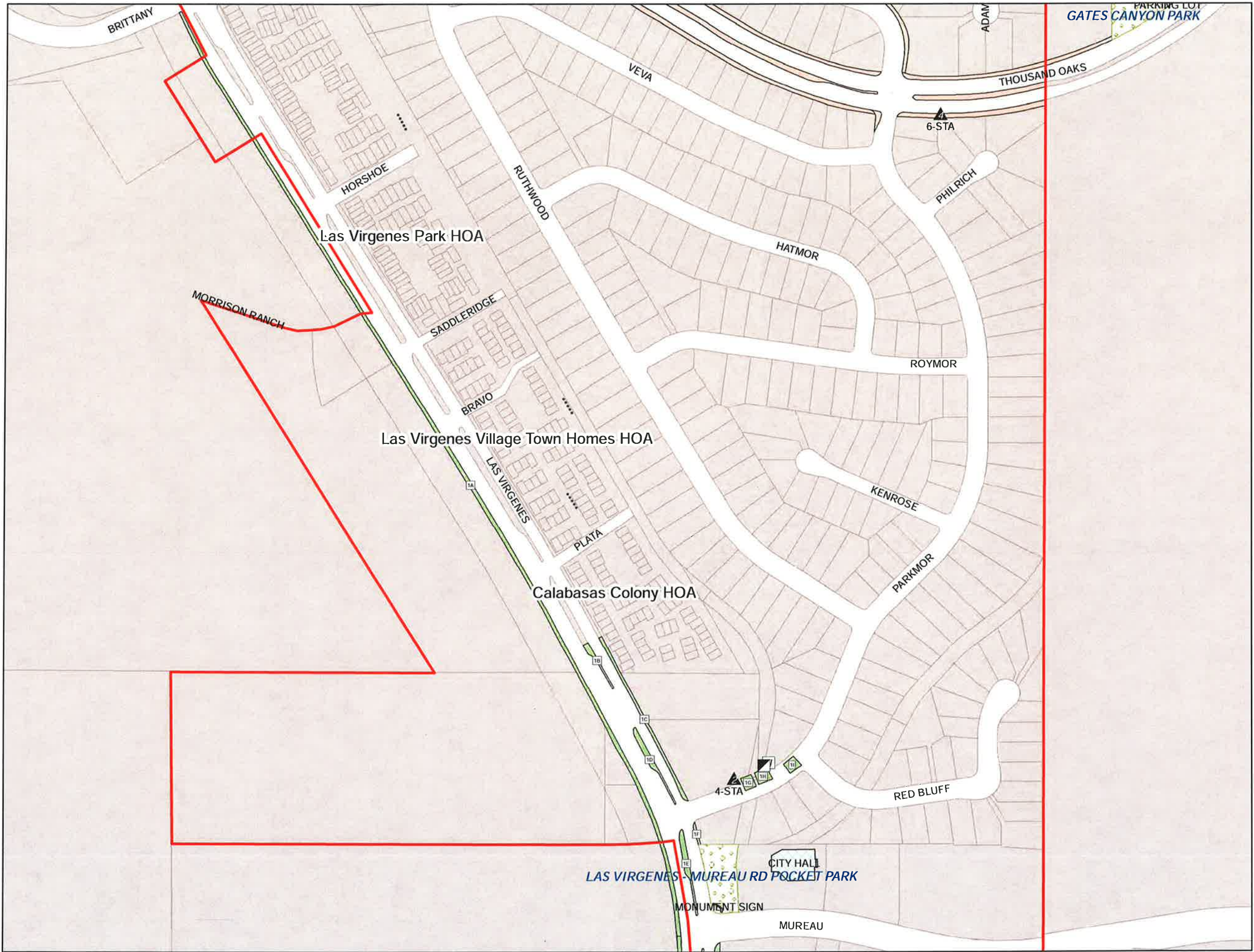
- ZONE 1 - MALIBU CANYON
- ZONE 2 - MALIBU CANYON
- ZONE 3 - N/A
- ZONE 4 - LOST HILLS / LAS VIRGENES
- ZONE 5 - N/A
- ZONE 6 - N/A
- ZONE 7 - CALABASAS PARK
- ZONE 8 - MULHOLLAND HIGHWAY
- ZONE 9 - N/A
- ZONE 10 - N/A
- ZONE 11 - N/A
- ZONE 12 - MULWOOD COMMUNITY
- ZONE 13 - EDDINGHAM COMMUNITY

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

IRRIGATION CONTROLLERS/DEVICES

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





CITY of CALABASAS

**PUBLIC WORKS
LANDSCAPE
MAINTENANCE
ZONE 2 (AREA 1)
MALIBU CANYON**

- LEGEND**
- PUBLIC WORKS MAINTENANCE ZONES**
- ZONE 1 - MALIBU CANYON
 - ZONE 2 - MALIBU CANYON
 - ZONE 3 - N/A
 - ZONE 4 - LOST HILLS / LAS VIRGENES
 - ZONE 5 - N/A
 - ZONE 6 - N/A
 - ZONE 7 - CALABASAS PARK
 - ZONE 8 - MULHOLLAND HIGHWAY
 - ZONE 9 - N/A
 - ZONE 10 - N/A
 - ZONE 11 - N/A
 - ZONE 12 - MULWOOD COMMUNITY
 - ZONE 13 - EDDINGHAM COMMUNITY
- IRRIGATION CONTROLLERS/DEVICES**
- ▲ CALSENSE
 - ▲ DIG
 - ▲ IRRITROL
 - ▲ LEIT
 - ▲ RAIN BIRD
 - ▲ RAINMASTER
 - ▲ RAINDIAL
 - ▲ TORO
 - ▲ CHAMPION
 - ▲ BACK FLOW PREVENTOR
 - ELECTRIC METER
 - WATER METER
 - WATER METER - RECLAIMED
- OTHER FEATURES:**
- ✂ FENCING
 - TRAILS
 - V_DITCHES
 - CREEK
 - ▭ STRUCTURES
 - ▭ PARKS





CITY of CALABASAS

PUBLIC WORKS LANDSCAPE MAINTENANCE ZONE 2 (AREA 2) MALIBU CANYON

LEGEND

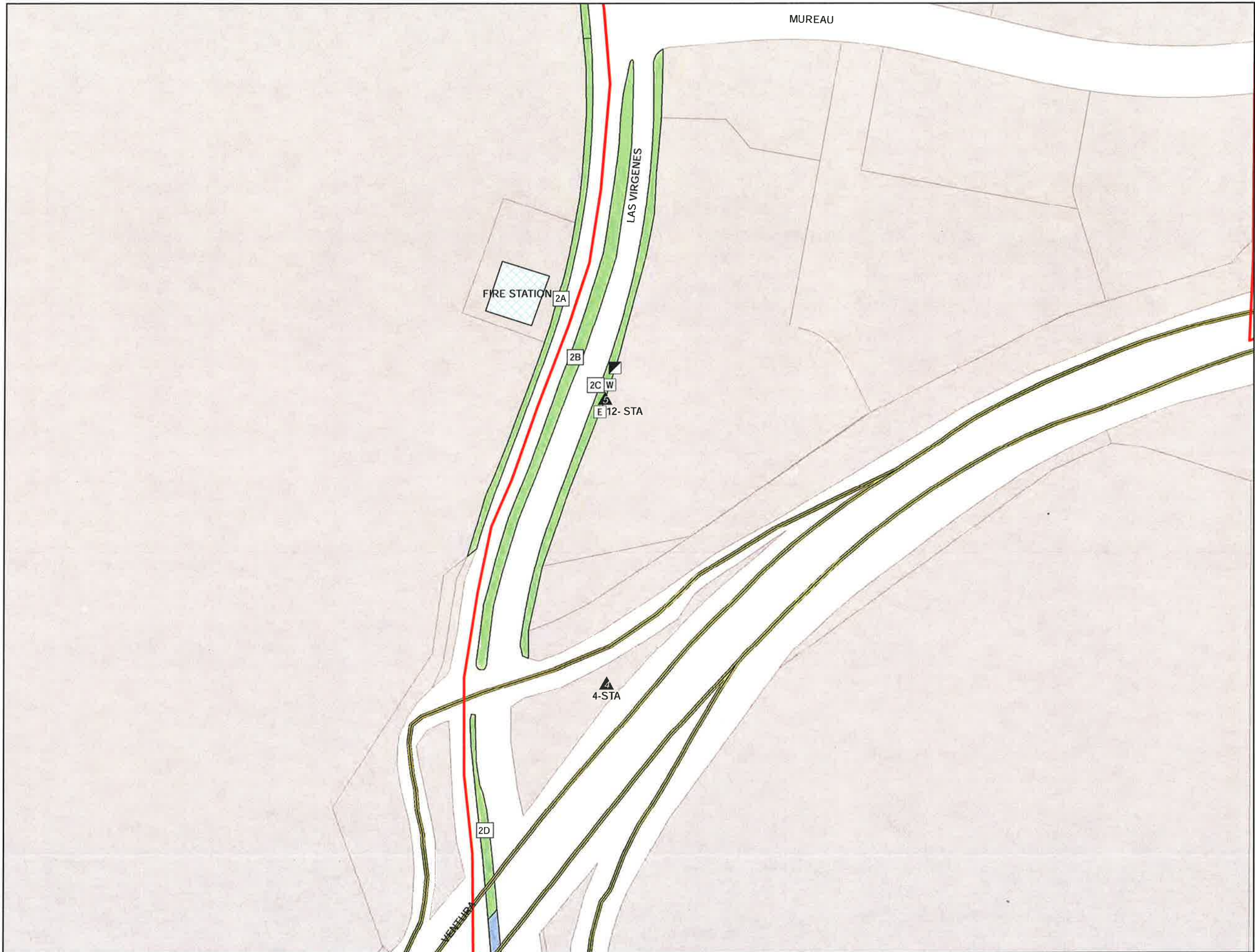
PUBLIC WORKS MAINTENANCE ZONES

- ZONE 1 - MALIBU CANYON
- ZONE 2 - MALIBU CANYON
- ZONE 3 - N/A
- ZONE 4 - LOST HILLS / LAS VIRGENES
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- ZONE 6 - N/A
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- ZONE 10 - N/A
- ZONE 11 - N/A
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- TRAILS
- V_DITCHES
- CREEK
- STRUCTURES
- PARKS

IRRIGATION CONTROLLERS/DEVICES

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

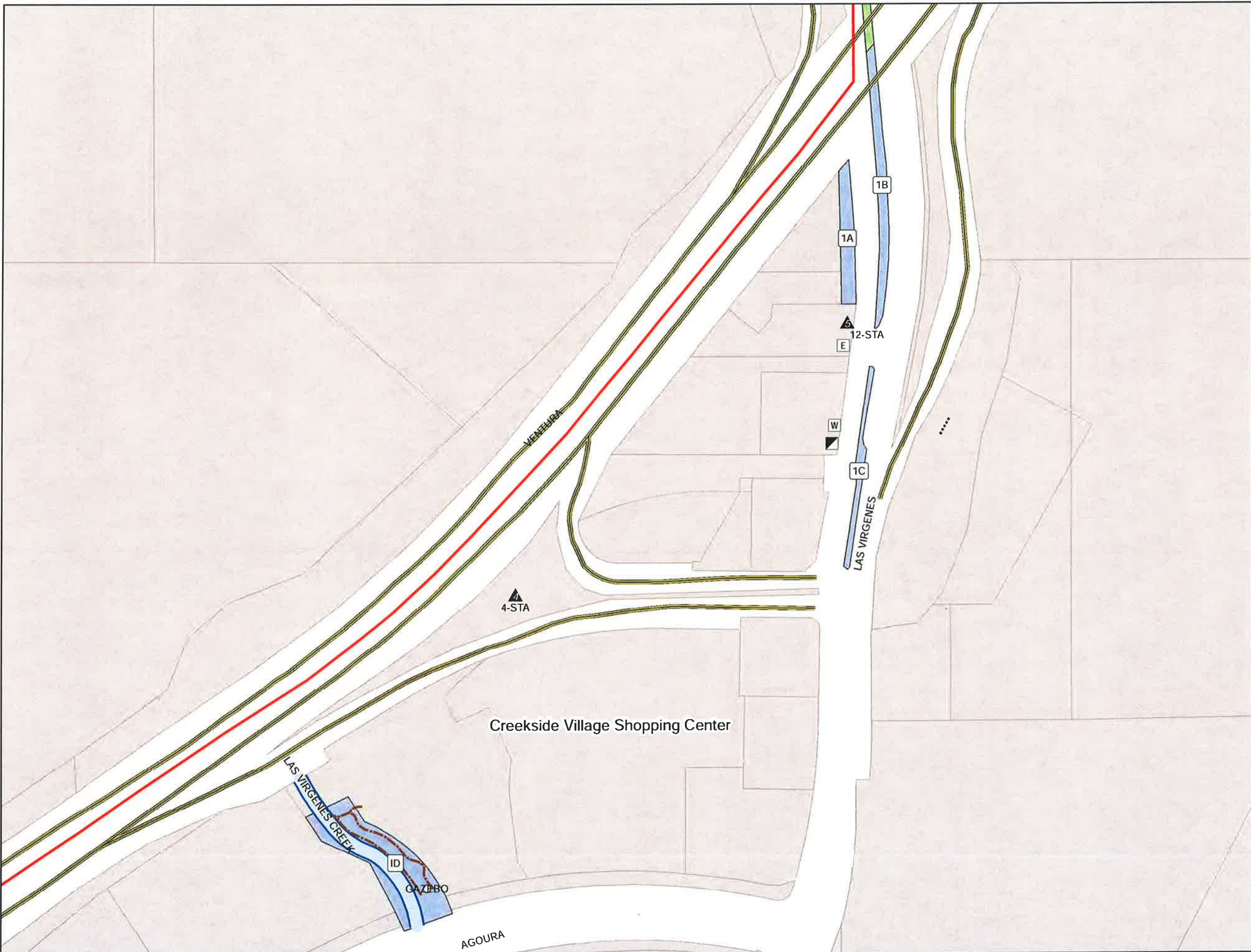




CITY of CALABASAS

**PUBLIC WORKS
LANDSCAPE
MAINTENANCE
ZONE 4 (AREA 1)
LOST HILLS /
LAS VIRGENES**

- LEGEND**
- PUBLIC WORKS MAINTENANCE ZONES**
- ZONE 1 - MALIBU CANYON
 - ZONE 2 - MALIBU CANYON
 - ZONE 3 - N/A
 - ZONE 4 - LOST HILLS / LAS VIRGENES
 - ZONE 5 - N/A
 - ZONE 6 - N/A
 - ZONE 7 - CALABASAS PARK
 - ZONE 8 - MULHOLLAND HIGHWAY
 - ZONE 9 - N/A
 - ZONE 10 - N/A
 - ZONE 11 - N/A
 - ZONE 12 - MULWOOD COMMUNITY
 - ZONE 13 - EDDINGHAM COMMUNITY
- IRRIGATION CONTROLLERS/DEVICES**
- 1 CALSENSE
 - 2 DIG
 - 3 IRRITROL
 - 4 LEIT
 - 5 RAIN BIRD
 - 6 RAINMASTER
 - 7 RAINDIAL
 - 8 TORO
 - 9 CHAMPION
 - BACK FLOW PREVENTOR
 - E ELECTRIC METER
 - W WATER METER
 - RW WATER METER - RECLAIMED
- Other Symbols:**
- FENCING
 - TRAILS
 - V_DITCHES
 - CREEK
 - STRUCTURES
 - PARKS





CITY of CALABASAS

PUBLIC WORKS LANDSCAPE MAINTENANCE ZONE 4 (AREA 2) LOST HILLS / LAS VIRGENES



- LEGEND**
- PUBLIC WORKS MAINTENANCE ZONES**
- ZONE 1 - MALIBU CANYON
 - ZONE 2 - MALIBU CANYON
 - ZONE 3 - N/A
 - ZONE 4 - LOST HILLS / LAS VIRGENES
 - ZONE 5 - N/A
 - ZONE 6 - N/A
 - ZONE 7 - CALABASAS PARK
 - ZONE 8 - MULHOLLAND HIGHWAY
 - ZONE 9 - N/A
 - ZONE 10 - N/A
 - ZONE 11 - N/A
 - ZONE 12 - MULWOOD COMMUNITY
 - ZONE 13 - EDDINGHAM COMMUNITY
- IRRIGATION CONTROLLERS/DEVICES**
- CALSENSE
 - DIG
 - IRRITROL
 - LEIT
 - RAIN BIRD
 - RAINMASTER
 - RAINDIAL
 - TORO
 - CHAMPION
 - BACK FLOW PREVENTOR
 - ELECTRIC METER
 - WATER METER
 - WATER METER - RECLAIMED
- Other Symbols:**
- FENCING
 - TRAILS
 - V_DITCHES
 - CREEK
 - STRUCTURES
 - PARKS





CITY of CALABASAS

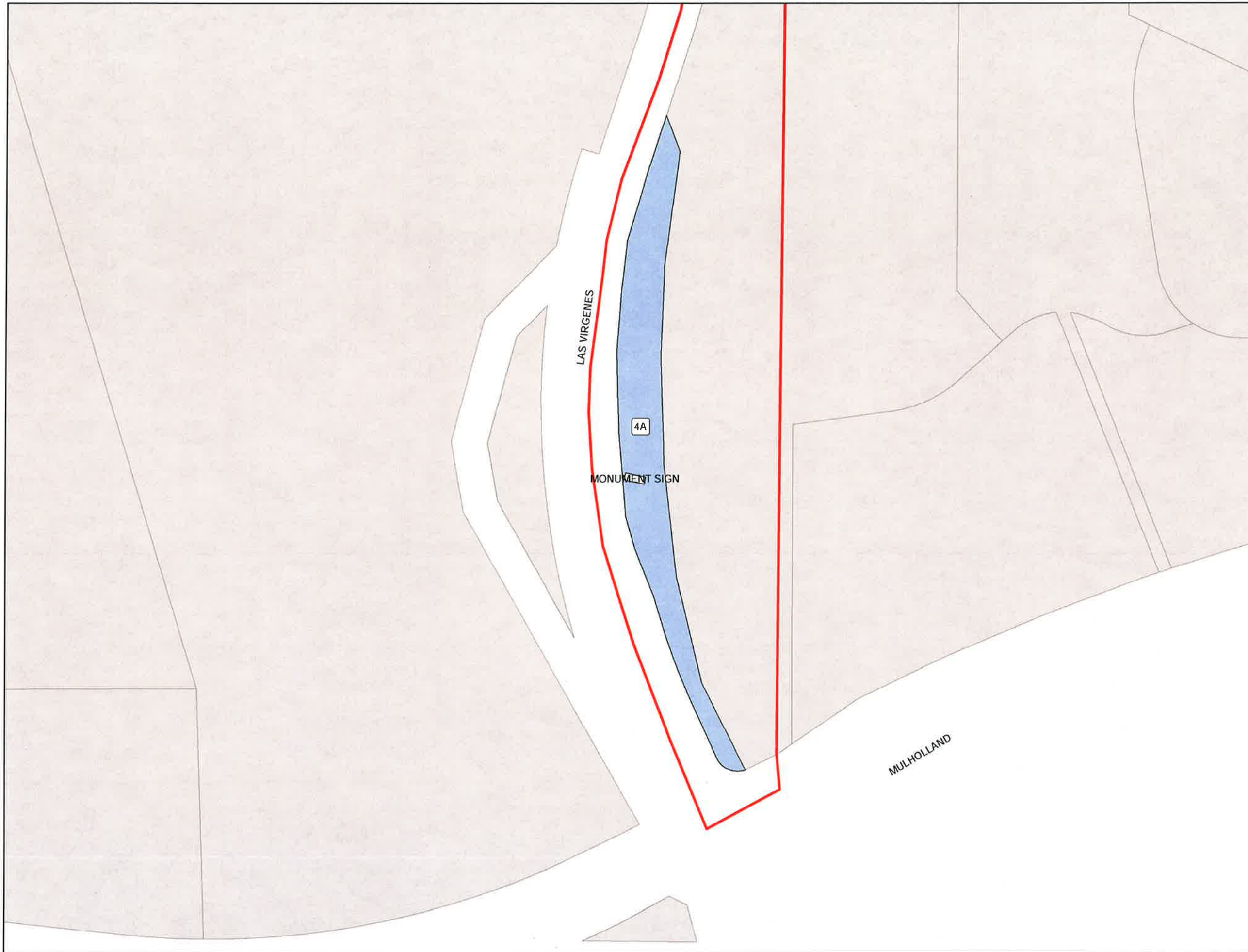
**PUBLIC WORKS
LANDSCAPE
MAINTENANCE
ZONE 4 (AREA 3)
LOST HILLS /
LAS VIRGENES**

- LEGEND**
- PUBLIC WORKS MAINTENANCE ZONES**
- ☐ ZONE 1 - MALIBU CANYON
 - ☐ ZONE 2 - MALIBU CANYON
 - ☐ ZONE 3 - N/A
 - ☐ ZONE 4 - LOST HILLS / LAS VIRGENES
 - ☐ ZONE 5 - N/A
 - ☐ ZONE 6 - N/A
 - ☐ ZONE 7 - CALABASAS PARK
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 - ☐ ZONE 10 - N/A
 - ☐ ZONE 11 - N/A
 - ☐ ZONE 12 - MULWOOD COMMUNITY
 - ☐ ZONE 13 - EDDINGHAM COMMUNITY
- IRRIGATION CONTROLLERS/DEVICES**
- ▲ CALSENSE
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 - ▲ LEIT
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 - ▲ RAINMASTER
 - ▲ RAINDIAL
 - ▲ TORO
 - ▲ CHAMPION
 - ▲ BACK FLOW PREVENTOR
 - ⓔ ELECTRIC METER
 - Ⓜ WATER METER
 - Ⓜ RW WATER METER - RECLAIMED
- Other Symbols:**
- ✕ FENCING
 - TRAILS
 - V_DITCHES
 - CREEK
 - ☐ STRUCTURES
 - ☐ PARKS



CITY of CALABASAS

PUBLIC WORKS LANDSCAPE MAINTENANCE ZONE 4 (AREA 4) LOST HILLS / LAS VIRGENES



LEGEND

PUBLIC WORKS MAINTENANCE ZONES

- ZONE 1 - MALIBU CANYON
- ZONE 2 - MALIBU CANYON
- ZONE 3 - N/A
- ZONE 4 - LOST HILLS / LAS VIRGENES
- ZONE 5 - N/A
- ZONE 6 - N/A
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- WATER METER
- WATER METER - RECLAIMED

















CITY of CALABASAS

PUBLIC WORKS
LANDSCAPE
MAINTENANCE
ZONE 7
CALABASAS PARK


LEGEND

PUBLIC WORKS MAINTENANCE ZONES

-  ZONE 1 - MALIBU CANYON
-  ZONE 2 - MALIBU CANYON
-  ZONE 3 - N/A
-  ZONE 4 - LOST HILLS / LAS VIRGENES
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-  ZONE 11 - N/A
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IRRIGATION CONTROLLERS/DEVICES

-  CALSENSE
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-  RAINMASTER
-  RAINDIAL
-  TORO
-  CHAMPION
-  BACK FLOW PREVENTOR
-  ELECTRIC METER
-  WATER METER
-  WATER METER - RECLAIMED





CITY of CALABASAS

PUBLIC WORKS LANDSCAPE MAINTENANCE ZONE 8 (AREA 1) MULHOLLAND HIGHWAY

LEGEND

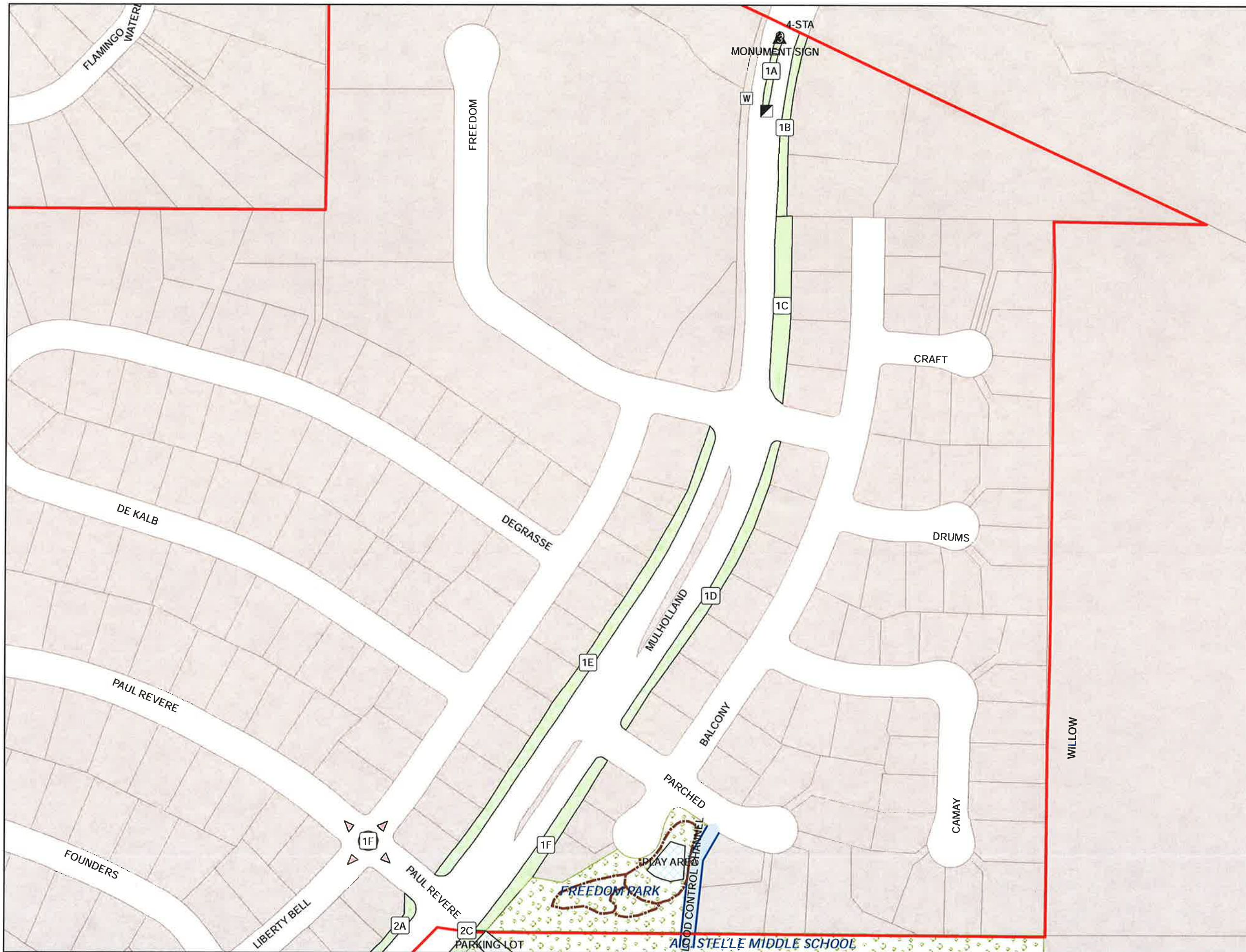
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- ZONE 11 - N/A
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- FENCING
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- CREEK
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- PARKS

IRRIGATION CONTROLLERS/DEVICES

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- CHAMPION
- BACK FLOW PREVENTOR
- ELECTRIC METER
- WATER METER
- WATER METER - RECLAIMED





CITY of CALABASAS

PUBLIC WORKS LANDSCAPE MAINTENANCE ZONE 8 (AREA 2) MULHOLLAND HIGHWAY

LEGEND

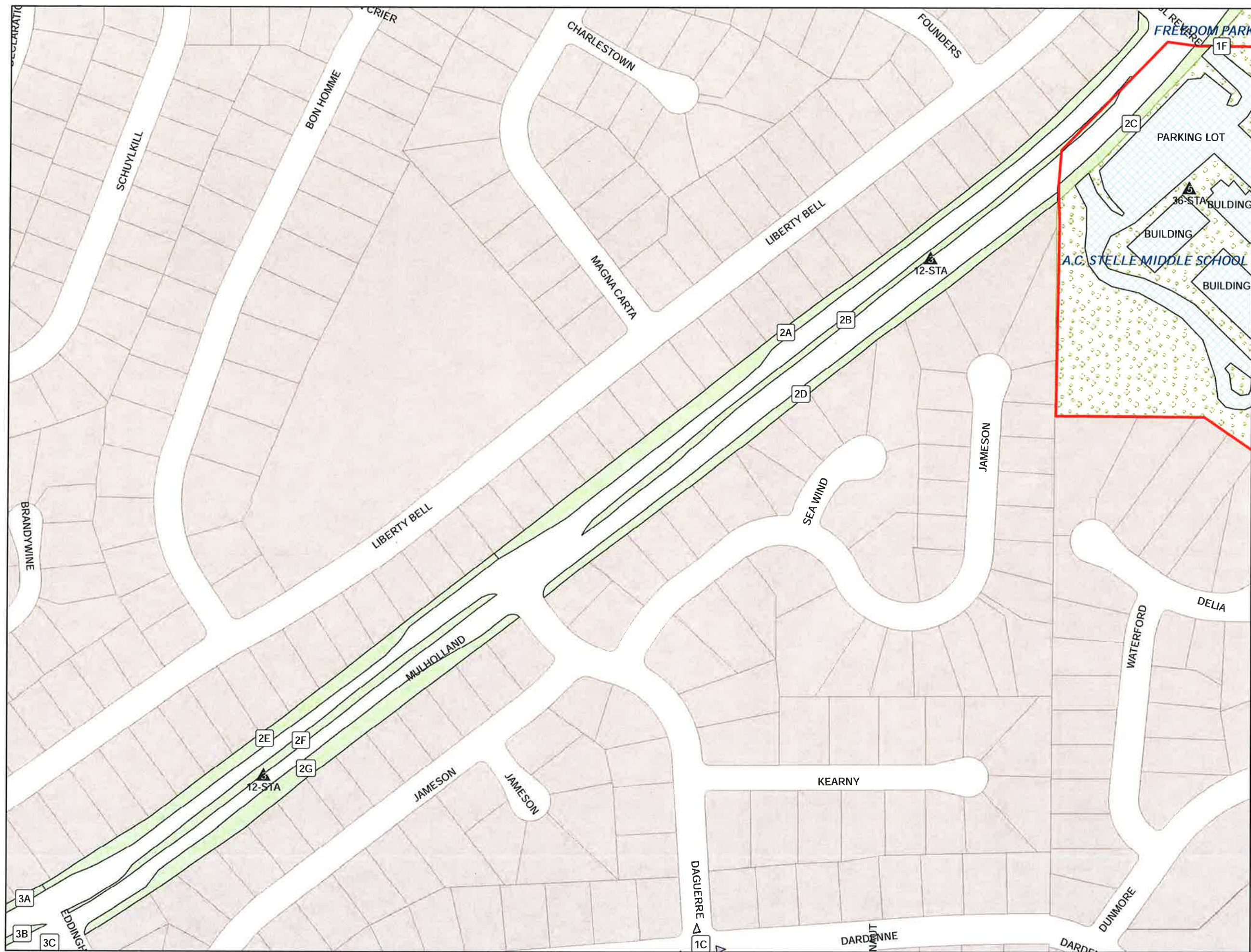
PUBLIC WORKS MAINTENANCE ZONES

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- ZONE 10 - N/A
- ZONE 11 - N/A
- ZONE 12 - MULWOOD COMMUNITY
- ZONE 13 - EDDINGHAM COMMUNITY

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- TRAILS
- V_DITCHES
- CREEK
- STRUCTURES
- PARKS

IRRIGATION CONTROLLERS/DEVICES

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- BACK FLOW PREVENTOR
- ELECTRIC METER
- WATER METER
- WATER METER - RECLAIMED










CITY of CALABASAS

PUBLIC WORKS LANDSCAPE MAINTENANCE ZONE 8 (AREA 3) MULHOLLAND HIGHWAY

LEGEND

PUBLIC WORKS MAINTENANCE ZONES

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

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

IRRIGATION CONTROLLERS/DEVICES

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





CITY of CALABASAS

PUBLIC WORKS LANDSCAPE MAINTENANCE ZONE 8 (AREA 4) MULHOLLAND HIGHWAY



LEGEND

PUBLIC WORKS MAINTENANCE ZONES

- ZONE 1 - MALIBU CANYON
- ZONE 2 - MALIBU CANYON
- ZONE 3 - N/A
- ZONE 4 - LOST HILLS / LAS VIRGENES
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- ZONE 11 - N/A
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- ZONE 13 - EDDINGHAM COMMUNITY

- FENCING
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- V_DITCHES
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- STRUCTURES
- PARKS

IRRIGATION CONTROLLERS/DEVICES

- CALSENSE
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- LEIT
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- RAINMASTER
- RAINDIAL
- TORO
- CHAMPION
- BACK FLOW PREVENTOR
- ELECTRIC METER
- WATER METER
- WATER METER - RECLAIMED





CITY of CALABASAS

PUBLIC WORKS LANDSCAPE MAINTENANCE ZONE 12 MULWOOD COMMUNITY

LEGEND

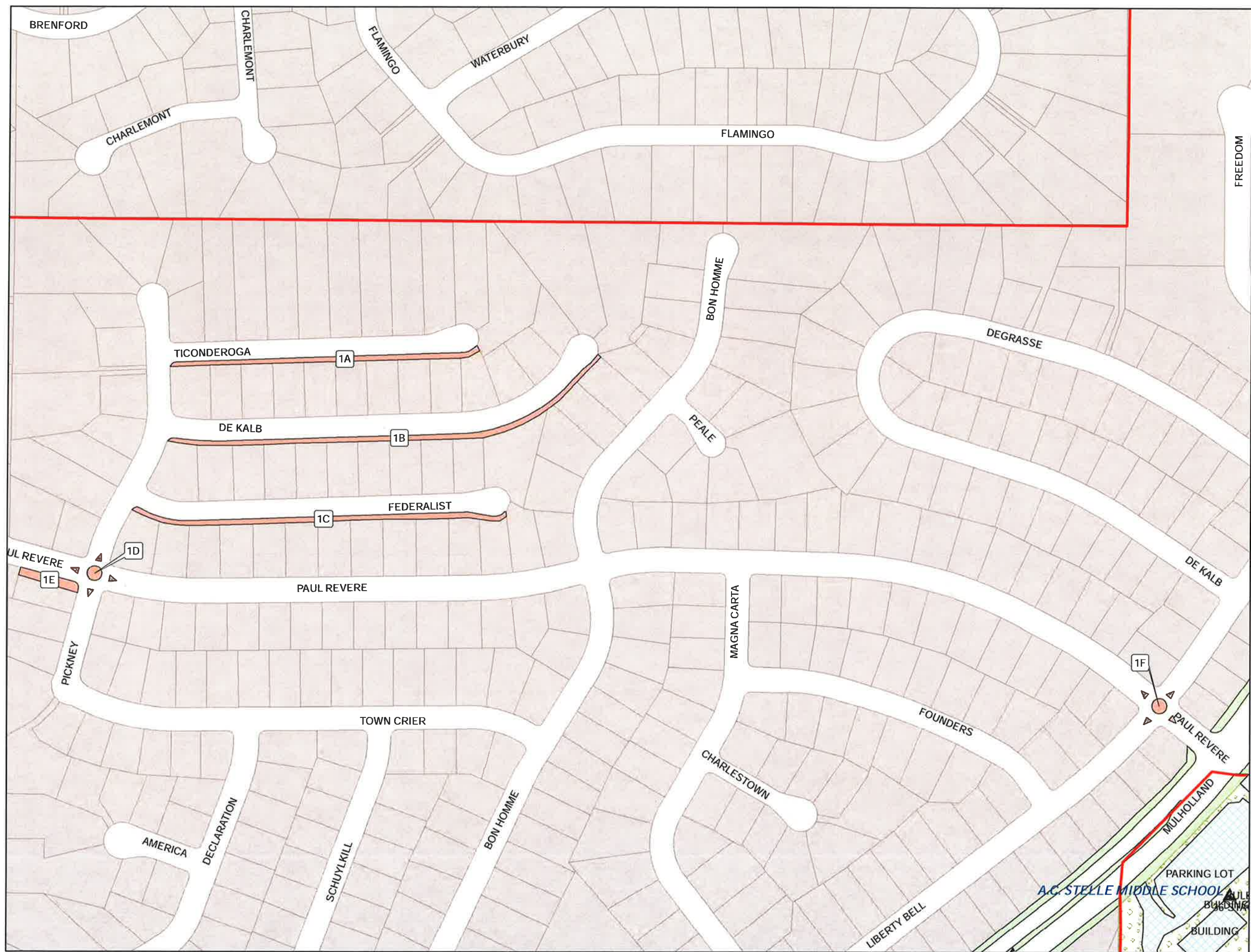
PUBLIC WORKS MAINTENANCE ZONES

- ZONE 1 - MALIBU CANYON
- ZONE 2 - MALIBU CANYON
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- ZONE 13 - EDDINGHAM COMMUNITY

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

IRRIGATION CONTROLLERS/DEVICES

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












CITY of CALABASAS

PUBLIC WORKS LANDSCAPE MAINTENANCE ZONE 13 EDDINGHAM COMMUNITY


LEGEND

PUBLIC WORKS MAINTENANCE ZONES

-  ZONE 1 - MALIBU CANYON
-  ZONE 2 - MALIBU CANYON
-  ZONE 3 - N/A
-  ZONE 4 - LOST HILLS / LAS VIRGENES
-  ZONE 5 - N/A
-  ZONE 6 - N/A
-  ZONE 7 - CALABASAS PARK
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-  ZONE 10 - N/A
-  ZONE 11 - N/A
-  ZONE 12 - MULWOOD COMMUNITY
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-  TRAILS
-  V_DITCHES
-  CREEK
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-  PARKS

IRRIGATION CONTROLLERS/DEVICES

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-  BACK FLOW PREVENTOR
-  ELECTRIC METER
-  WATER METER
-  WATER METER - RECLAIMED



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

(City of Calabasas/*Vandergeest Landscape Care, Inc.*)

1. IDENTIFICATION

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into by and between the City of Calabasas, a California municipal corporation (“City”), and Vandergeest Landscape Care, 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 Public Works Street Medians and certain sidewalks and parkways for Contract Area #1 Public Works Maintenance Zones 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 18, 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 18, 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 **Eighty Five Thousand, Eight Hundred Sixty Nine and 8¢ Dollars (\$85,869.08)** 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. **Joanne Vandergeest** 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:

[The risk for each agreement should be evaluated and the insurance limits should correspond to such risk as determined by the City's Risk Manager.]

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

If to Consultant:

*Vandergeest Landscape Care,
Inc.
2476 Palma Dr., Suite G
Ventura, CA 93003
Attn: Joanne Vandergeest
Telephone: (805) 650-0726
Facsimile: (805) 650-7216*

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.

Initials: (City) _____ (Contractor) _____

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”
Vandergeest Landscape Care, Inc.

By: _____
Mary Sue Maurer, Mayor

By: _____
Joanne Vandergeest, CEO

Date: _____

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 COUNCIL AGENDA REPORT

DATE: FEBRUARY 1, 2013

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM:  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 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.

MEETING DATE: FEBRUARY 13, 2013

SUMMARY RECOMMENDATION:

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 Maintenance Zones within the City of Calabasas, in an amount not to exceed \$27,895.27 per year plus Consumer Price Index (CPI) increases.

BACKGROUND:

ValleyCrest Landscape Maintenance, Inc. is the city's current contractor. The contract was for two (2) years with three one-year contract extensions, for a total period of five years, and was completed on February 11, 2013. The contractor was ValleyCrest Landscape Maintenance.

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 process.

DISCUSSION/ANALYSIS:

In general, the scope of this work consists of, but is not limited to, maintenance of landscape plantings, irrigation systems, and various hardscape areas within the locations shown on the Work Area Maps, enclosed.

The City Attorney has determined it appropriate to classify the Landscape Maintenance of Public Works Street Medians and Certain Sidewalks and Parkways for Contract Area #2 Public Works Maintenance Zones 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. One was nonresponsive. The Proposers were: Vandergeest Landscape Care, Inc., Venco Western, Inc., Alma Gardening, Co., and ValleyCrest Landscape Maintenance. The summary proposal is below:

<u>PROPOSER</u>	<u>PROPOSAL AMOUNT</u>
Alma Gardening Co.	(Nonresponsive)
ValleyCrest Landscape Maintenance, Inc.	\$27, 895.27
Vandergeest Landscape Care, Inc.	\$31, 828.98
Venco Western, Inc.	\$42, 529.13

Interviews were held with the (4) contractors. Based on the Proposer’s responses to the RFQ/P and the interview process, the evaluation committee recommends the contract be awarded to Valleycrest Landscape Maintenance for Contract Area #2. This company was determined to be the best qualified and experienced candidate.

Valleycrest Landscape Maintenance presently provides landscape contracting services for Contract Area #2 Public Works Freeway Interchanges and has an excellent safety record and safety program that makes this company an ideal recommendation for freeway landscape maintenance work. The contractor’s field staff has a productive relationship with city personnel.

FISCAL IMPACT/SOURCE OF FUNDING:

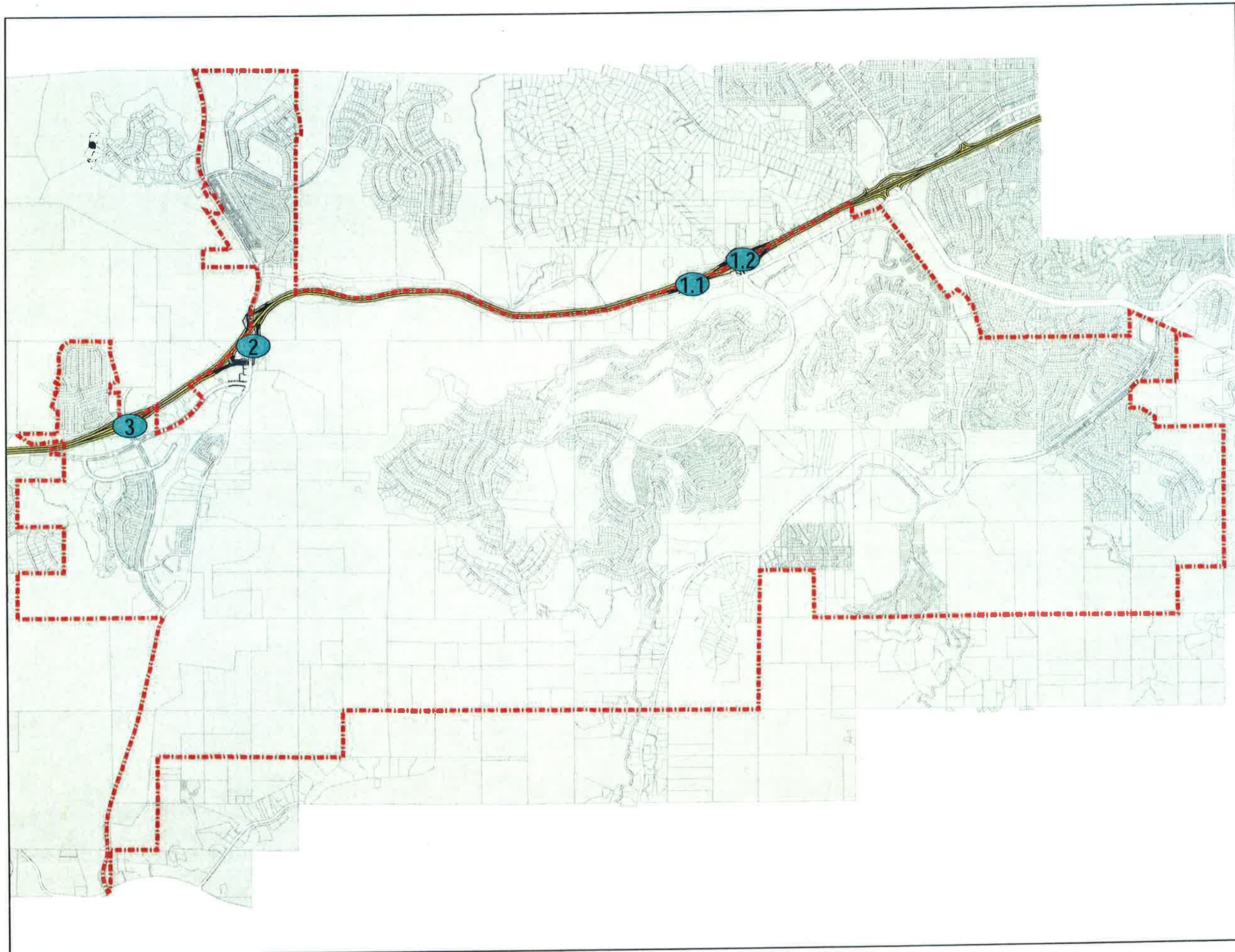
Budgeted monies from Fund 10: Division: 312: Street Maintenance Services will be utilized for this work.

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

REQUESTED ACTION:

Recommendation to award a three year professional services agreement to Valleycrest Landscape Maintenance for Landscape Maintenance of Public Works Street Medians and Certain Sidewalks and Parkways for Contract Area #2 Public Works Maintenance Zones within the City of Calabasas, in an amount not to exceed \$27,895.27 per year plus Consumer Price Index (CPI) increases.

ATTACHMENTS: Work Area Maps
Professional Services Agreement



CITY of CALABASAS

**PUBLIC WORKS
LANDSCAPE
MAINTENANCE
FREEWAY ON/OFF RAMP
OVERVIEW MAP**

CONTRACT AREA #2

LEGEND

PUBLIC WORKS MAINTENANCE ZONES

-  ZONE 1 - HWY 101/PARKWAY CALABASAS
-  ZONE 2 - HWY 101/LOS VIRGENES ROAD
-  ZONE 3 - HWY 101/LOST HILLS ROAD





CITY of CALABASAS

PUBLIC WORKS LANDSCAPE MAINTENANCE FREEWAY ON/OFF RAMP FRWY 101 / PKWY CALABASAS ZONE 1 (AREA 1)

LEGEND

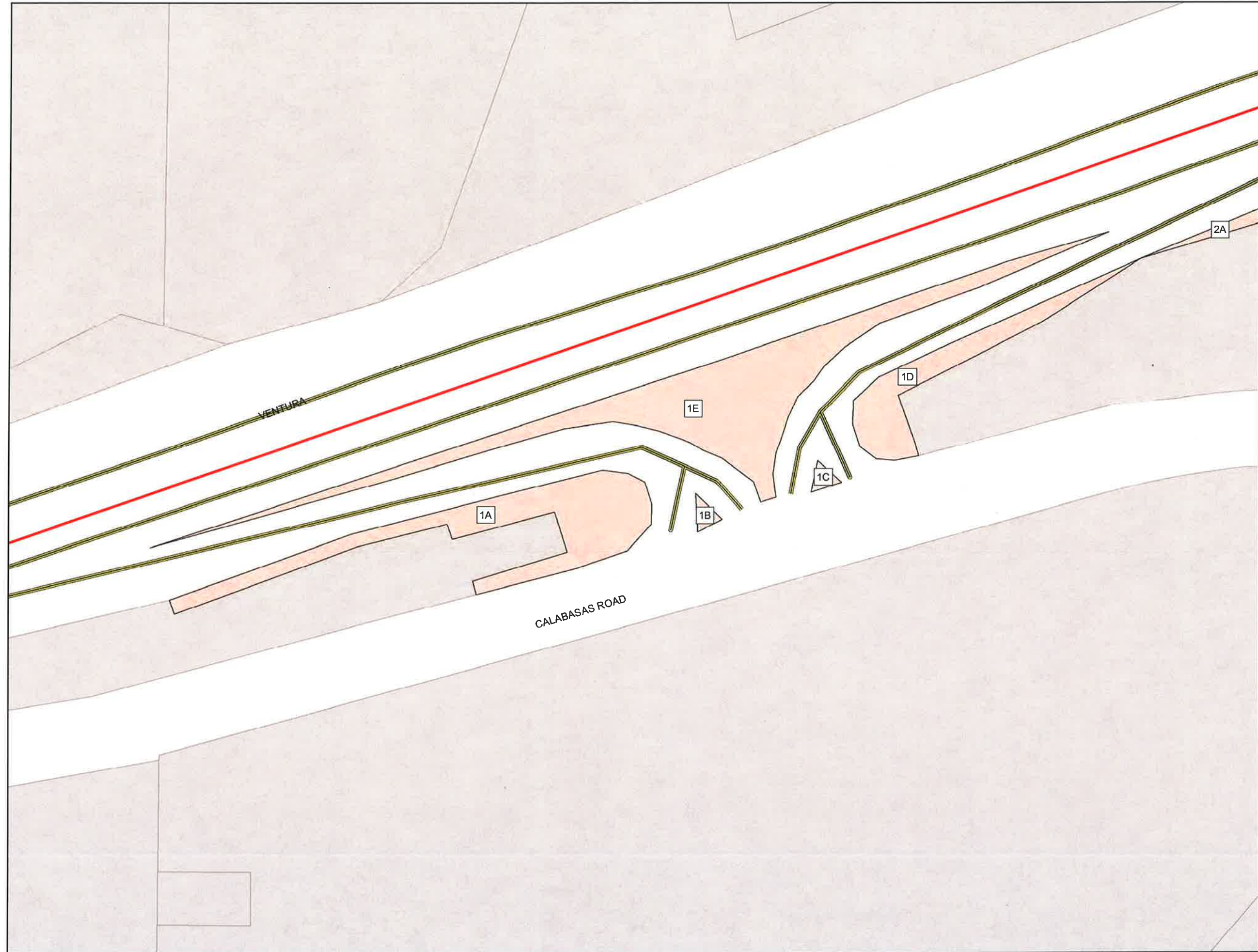
PUBLIC WORKS MAINTENANCE ZONES

- ZONE 1 - HWY 101/PARKWAY CALABASAS
- ZONE 2 - HWY 101/LOS VIRGENES ROAD
- ZONE 3 - HWY 101/LOST HILLS ROAD

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

IRRIGATION CONTROLLERS/DEVICES

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





CITY of CALABASAS

PUBLIC WORKS LANDSCAPE MAINTENANCE FREEWAY ON/OFF RAMP FRWY 101 / PKWY CALABASAS ZONE 1 (AREA 2)

LEGEND

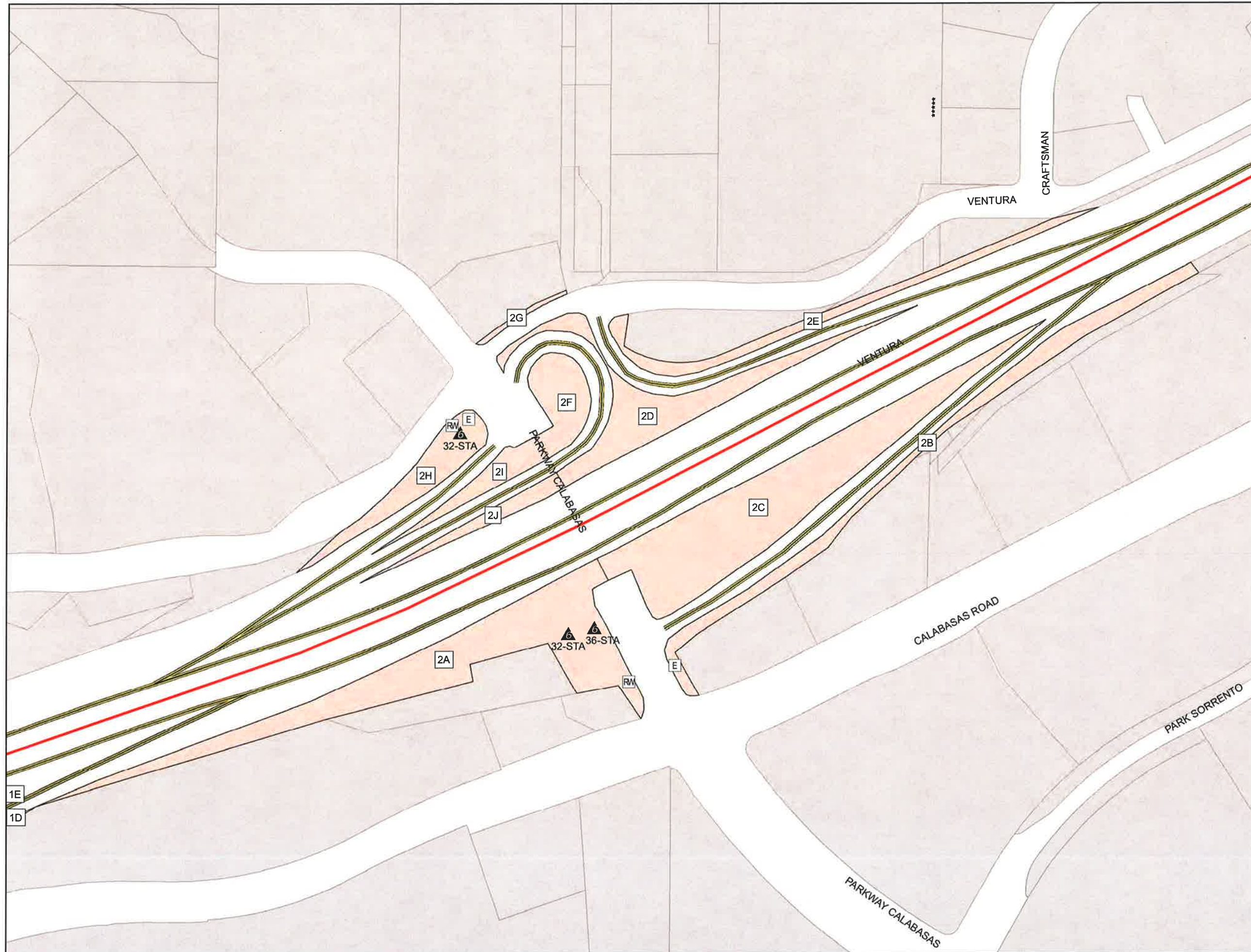
PUBLIC WORKS MAINTENANCE ZONES

- ZONE 1 - HWY 101/PARKWAY CALABASAS
- ZONE 2 - HWY 101/LOS VIRGENES ROAD
- ZONE 3 - HWY 101/LOST HILLS ROAD

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

IRRIGATION CONTROLLERS/DEVICES

- 1 CALSENSE
- 2 DIG
- 3 IRRITROL
- 4 LEIT
- 5 RAIN BIRD
- 6 RAINMASTER
- 7 RAINDIAL
- 8 TORO
- 9 CHAMPION
- BACK FLOW PREVENTOR
- E ELECTRIC METER
- W WATER METER
- RW WATER METER - RECLAIMED








CITY of CALABASAS

**PUBLIC WORKS
LANDSCAPE
MAINTENANCE
FREEWAY ON/OFF RAMP
FRWY 101 /
LAS VIRGENES ROAD
ZONE 2**

LEGEND

PUBLIC WORKS MAINTENANCE ZONES

-  ZONE 1 - HWY 101/PARKWAY CALABASAS
-  ZONE 2 - HWY 101/LAS VIRGENES ROAD
-  ZONE 3 - HWY 101/LOST HILLS ROAD

 FENCING

 TRAILS














 V_DITCHES

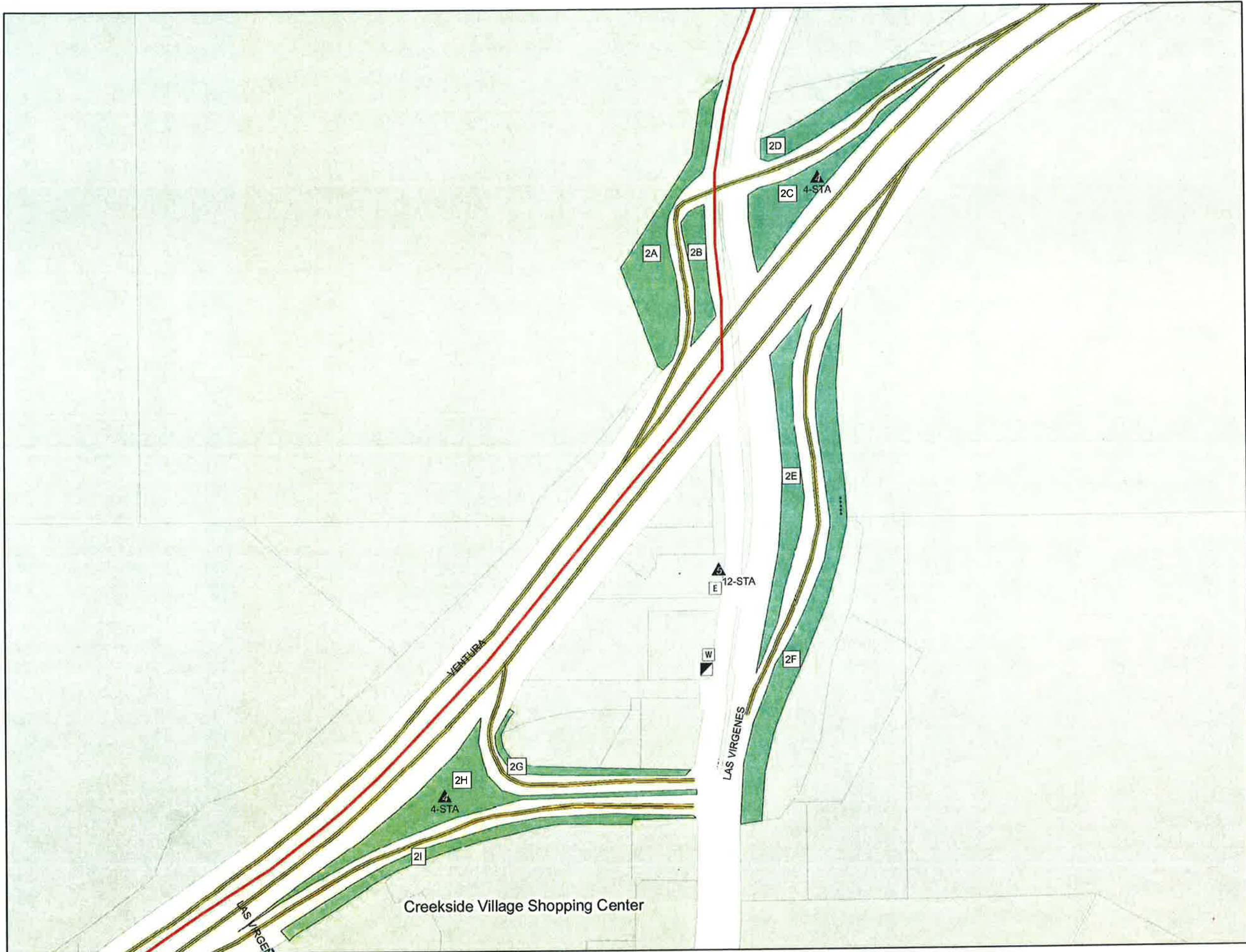
 CREEK

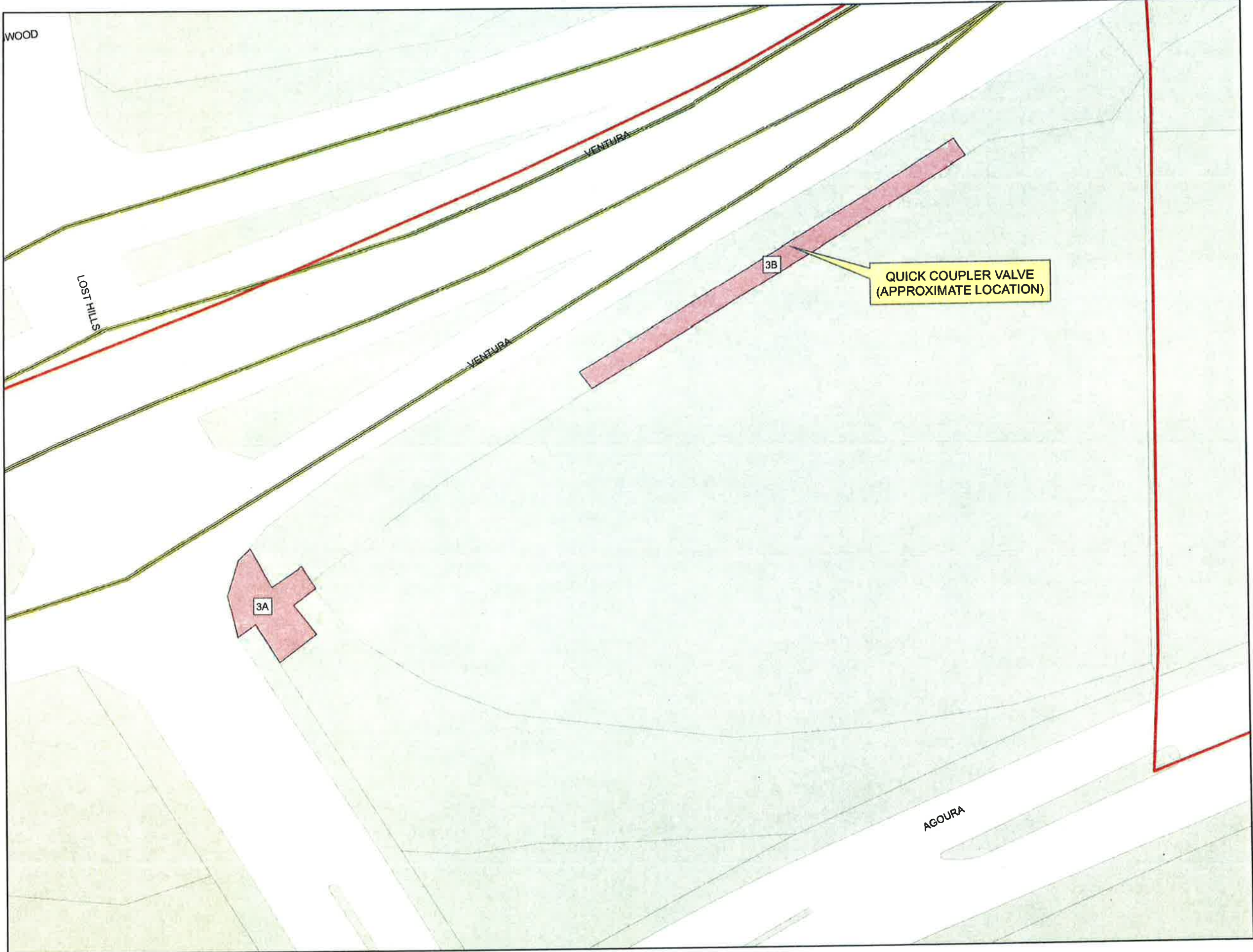
 STRUCTURES

 PARKS

IRRIGATION CONTROLLERS/DEVICES

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





CITY of CALABASAS

**PUBLIC WORKS
LANDSCAPE
MAINTENANCE
FREEWAY ON/OFF RAMP
FRWY 101 /
LOST HILLS ROAD
ZONE 3**

- LEGEND**
- PUBLIC WORKS MAINTENANCE ZONES**
- ZONE 1 - HWY 101/PARKWAY CALABASAS
 - ZONE 2 - HWY 101/LOS VIRGENES ROAD
 - ZONE 3 - HWY 101/LOST HILLS ROAD
- IRRIGATION CONTROLLERS/DEVICES**
- ▲ CALSENSE
 - ▲ DIG
 - ▲ IRRITROL
 - ▲ LEIT
 - ▲ RAIN BIRD
 - ▲ RAINMASTER
 - ▲ RAINDIAL
 - ▲ TORO
 - ▲ CHAMPION
 - ▲ BACK FLOW PREVENTOR
 - E ELECTRIC METER
 - W WATER METER
 - RW WATER METER - RECLAIMED

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

(City of Calabasas/ *ValleyCrest Landscape Maintenance, Inc.*)

1. IDENTIFICATION

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into by and between the City of Calabasas, a California municipal corporation (“City”), and ValleyCrest Landscape Maintenance, 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 Public Works Street Medians and certain sidewalks and parkways for Contract Area #2 Public Works Freeway Interchanges 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 18, 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 18, 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 **Twenty Seven Thousand, Eight Hundred Ninety Five Dollars (\$27,895.00)** 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. **Frank Annino** 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:

[The risk for each agreement should be evaluated and the insurance limits should correspond to such risk as determined by the City's Risk Manager.]

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

If to Consultant:

*ValleyCrest Landscape
Maintenance, Inc.
13691 Vaughn Street
San Fernando, CA 91340
Attn: Frank Annino
Telephone: (805) 838-4700
Facsimile: (805) 361-4292*

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.

Initials: (City) _____ (Contractor) _____

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”
ValleyCrest Landscape Maintenance, Inc.

By: _____
Mary Sue Maurer, Mayor

By: _____
Frank Annino, Regional Vice President

Date: _____

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 COUNCIL AGENDA REPORT

DATE: FEBRUARY 1, 2013

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM:  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 VANDERGEEST LANDSCAPE CARE, INC. FOR LANDSCAPE MAINTENANCE OF THE COMMON AREAS OUTSIDE INDIVIDUAL HOMEOWNER ASSOCIATIONS AND COMMERCIAL PROPERTIES WITHIN LANDSCAPE MAINTENANCE DISTRICTS 24, 27, & 32 WITHIN THE CITY OF CALABASAS.

MEETING DATE: FEBRUARY 13, 2013

SUMMARY RECOMMENDATION:

Recommendation to award a three year professional services agreement to Vandergeest Landscape Care, Inc. for the Landscape Maintenance of the Common Areas Outside Individual Homeowner Associations and Commercial Properties within Landscape Maintenance Districts 24, 27, & 32 within the City of Calabasas, in an amount not to exceed \$91,717.07 per year plus Consumer Price Index (CPI) increases.

BACKGROUND:

The city's current contractor for this work is Vandergeest Landscape Care, Inc. This contract is for two (2) years with three one-year contract extensions, for a total period of five years. That contract expires on February 14, 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 process.

DISCUSSION/ANALYSIS:

In general, the scope of this contract consists of, but not limited to, landscape maintenance of parkways, median islands and open space slopes, including mowing and edging, weeding, sweeping, pruning of shrubs, groundcovers care, fertilizing, litter clean-up, and tree trimming for clearances within the locations shown on the Work Area Maps, enclosed.

The City Attorney has determined it appropriate to classify the Landscape Maintenance of the Common Areas Outside Individual Homeowner Associations and Commercial Properties within Landscape Maintenance Districts 24, 27, & 32 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; Three proposals were received. The Proposers were: Vandergeest Landscape Care, Inc., Venco Western, Inc., and ValleyCrest Maintenance, with bid summaries below:

<u>BIDDERS</u>	<u>BID AMOUNT</u>
Vandergeest Landscape Care, Inc.	\$91, 717.71
ValleyCrest Landscape Maintenance, Inc.	\$133, 066.98
Venco Western, Inc.	\$136, 351.34

Interviews were held with the (3) responsive contractors. Based on the Proposer’s responses to the RFQ/P and the interview process, the evaluation committee recommends the contracts be awarded to Vandergeest Landscape Care, Inc. This company was determined to be the best qualified and experienced candidate.

Vandergeest Landscape Care, Inc. is currently providing landscape contracting services for the City for these particular zones (Landscape Maintenance Districts 24, 27, and 32) and has an excellent work and safety record. The contractor has a productive relationship with both city staff and members of those communities. Over the years the city has received communication from community residents

expressing their compliments and appreciation of the work product provided by Vandergeest Landscape Care, Inc.

FISCAL IMPACT/SOURCE OF FUNDING:

Budgeted monies from the following funds will be utilized for this work.

Fund 24: Division: 323 - LMD 24

Fund 27: Division: 324 - LMD 27

Fund 32: Division: 325 - LMD 32

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

REQUESTED ACTION:

Recommendation to award a three year professional services agreement to Vandergeest Landscape Care, Inc. for the Landscape Maintenance of the Common Areas Outside Individual Homeowner Associations and Commercial Properties within Landscape Maintenance Districts 24, 27, & 32 within the City of Calabasas, in an amount not to exceed \$91, 717.07 per year plus Consumer Price Index (CPI) increases.




ATTACHMENTS: Work Area Maps
Professional Services Agreement

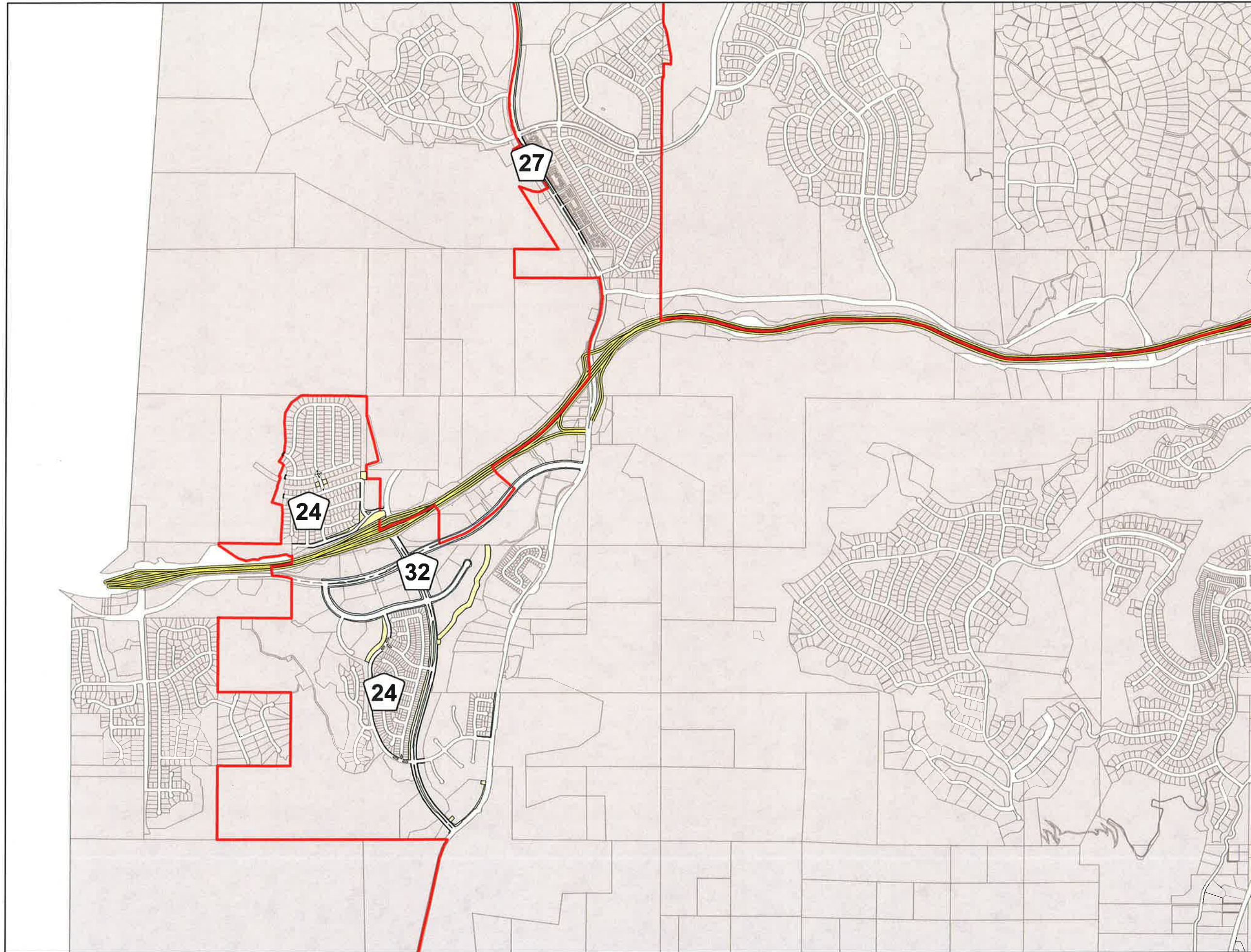


CITY of CALABASAS

**OVERVIEW
FOR
LANDSCAPE
MAINTENANCE
DISTRICTS
24, 27 & 32**

LMD AREA LEGEND

-  LMD 24
-  LMD 27
-  LMD 32























CITY of CALABASAS

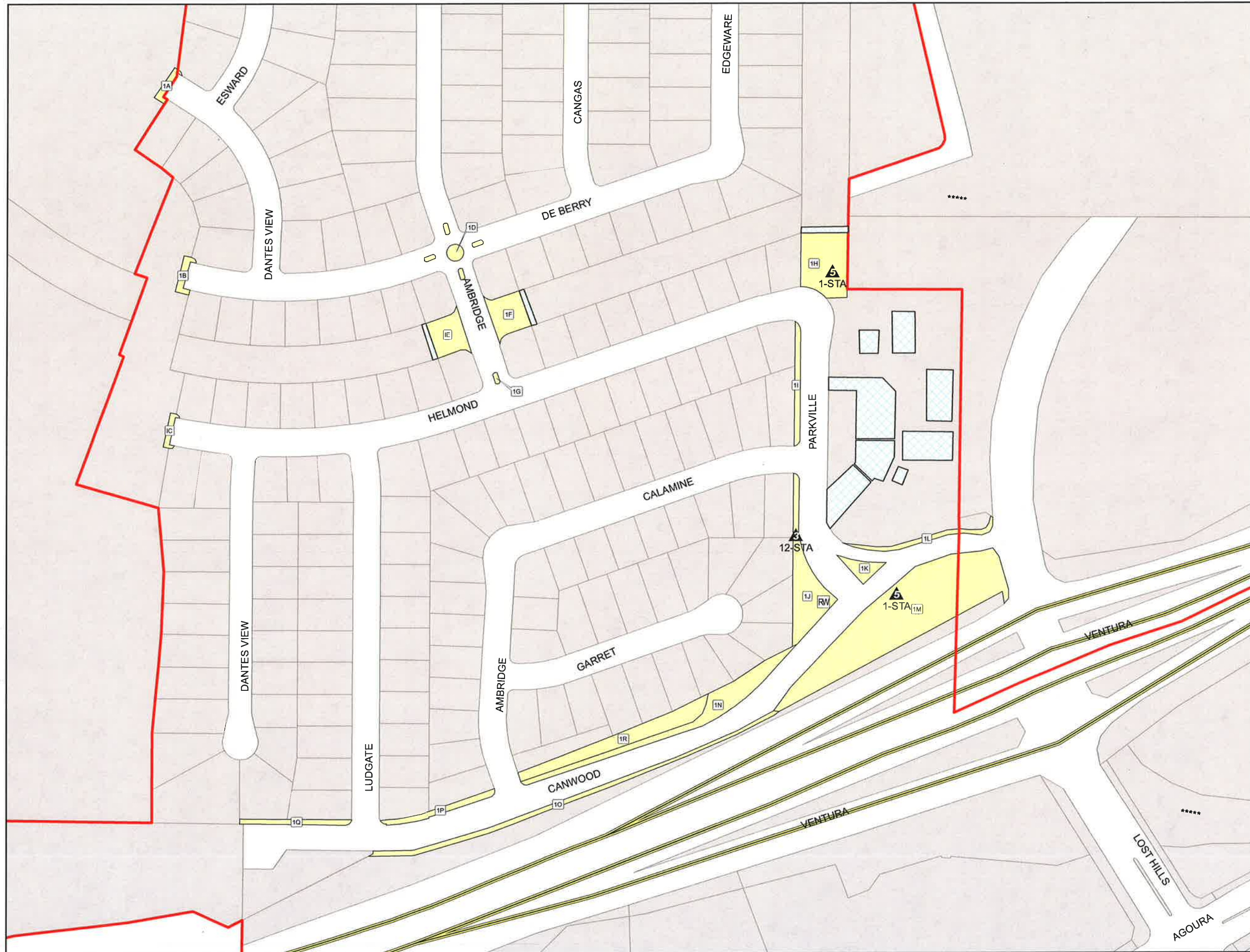
LANDSCAPE MAINTENANCE DISTRICT 24

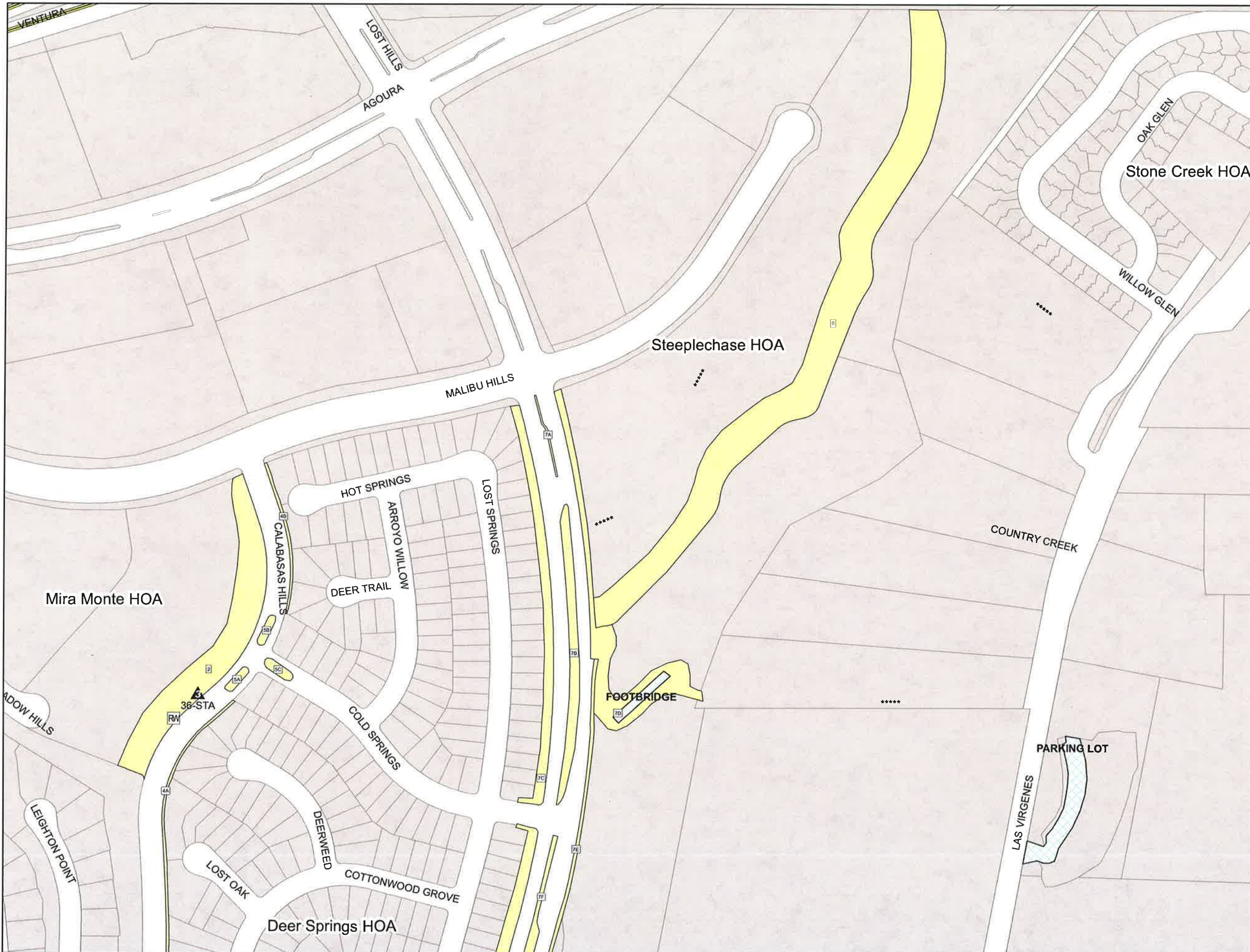
LMD AREA LEGEND

-  LMD 24
-  LMD 27
-  LMD 32
-  STRUCTURES
-  TRAILS
-  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

LANDSCAPE MAINTENANCE DISTRICT 24

LMD AREA LEGEND

-  LMD 24
-  LMD 27
-  LMD 32
-  STRUCTURES
-  TRAILS
-  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

LANDSCAPE MAINTENANCE DISTRICT 24

LMD AREA LEGEND

-  LMD 24
-  LMD 27
-  LMD 32
-  STRUCTURES
-  TRAILS
-  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

**LANDSCAPE
MAINTENANCE
DISTRICT 27**

LMD AREA LEGEND

-  LMD 24
-  LMD 27
-  LMD 32
-  STRUCTURES
-  TRAILS
-  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

LANDSCAPE MAINTENANCE DISTRICT 27

LMD AREA LEGEND

- LMD 24
- LMD 27
- LMD 32
- STRUCTURES
- TRAILS
- V_DITCHES
- CREEK

IRRIGATION CONTROLLERS/DEVICES

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





CITY of CALABASAS

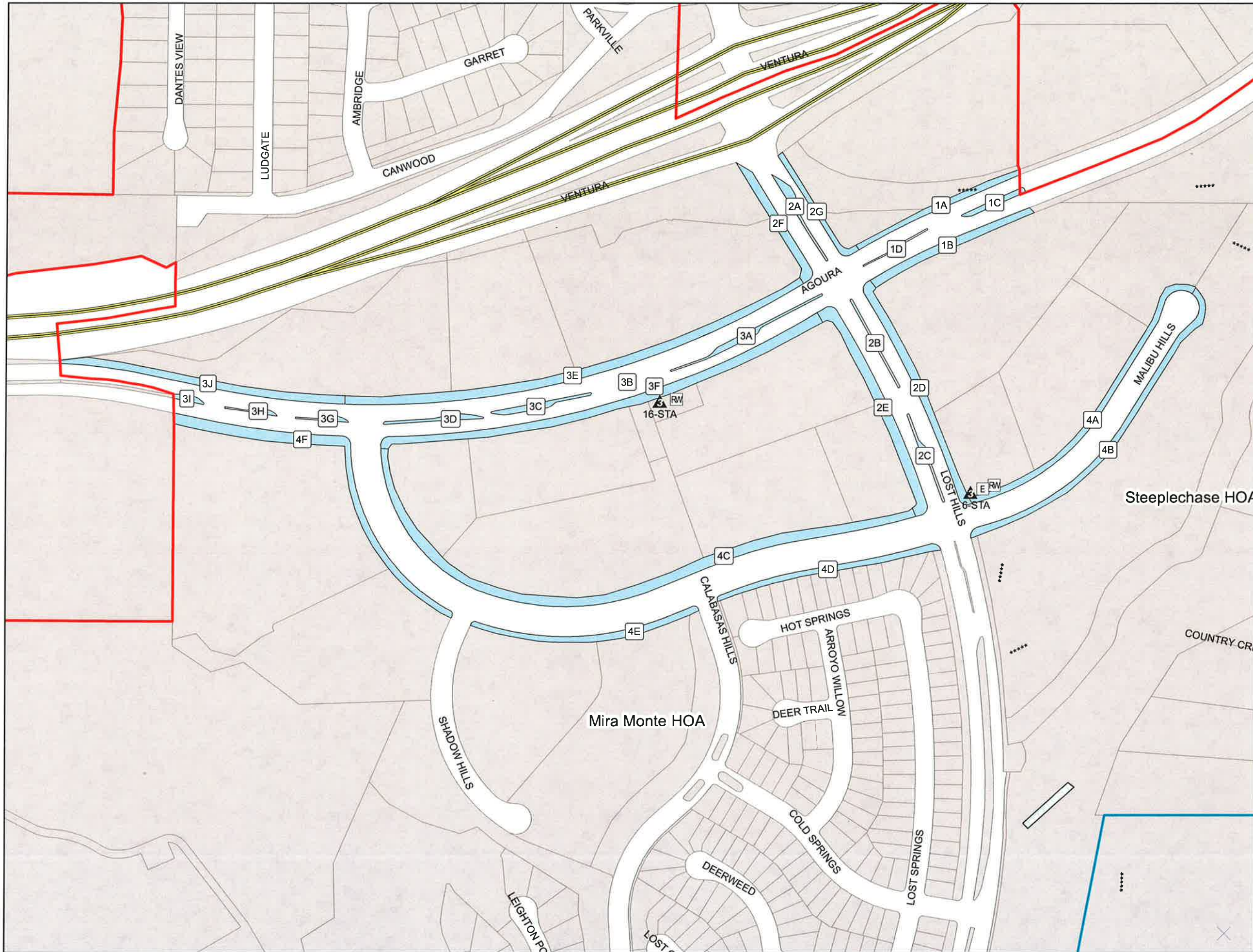
LANDSCAPE MAINTENANCE DISTRICT 32

LMD AREA LEGEND

- LMD 24
- LMD 27
- LMD 32
- STRUCTURES
- TRAILS
- V_DITCHES
- CREEK

IRRIGATION CONTROLLERS/DEVICES

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



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

(City of Calabasas/ *Vandergeest Landscape Care, Inc.*)

1. IDENTIFICATION

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into by and between the City of Calabasas, a California municipal corporation (“City”), and *Vandergeest Landscape Care, 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 the common areas outside individual Homeowners Associations and Commercial Properties within Landscape Maintenance Districts 24, 27, & 32, 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 18, 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 18, 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 **Ninety One Thousand, Seven Hundred Seventeen & 71¢** Dollars (\$91,717.07 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. **Joanne Vandergeest** 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:

[The risk for each agreement should be evaluated and the insurance limits should correspond to such risk as determined by the City's Risk Manager.]

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

If to Consultant:

*Vandergeest Landscape Care,
Inc.
2476 Palma Dr., Suite G
Ventura, CA 93003
Attn: Joanne Vandergeest
Telephone: (805) 650-0726
Facsimile: (805) 650-7216*

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.

Initials: (City) _____ (Contractor) _____

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”
Vandergeest Landscape Care, Inc.

By: _____
Mary Sue Maurer, Mayor

By: _____
Joanne Vandergeest, CEO

Date: _____

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 COUNCIL AGENDA REPORT

DATE: JANUARY 17, 2013

TO: HONORABLE MAYOR AND COUNCILMEMBERS

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

SUBJECT: 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.

MEETING DATE: FEBRUARY 13, 2013

SUMMARY RECOMMENDATION:

Staff recommends that the City Council 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.

BACKGROUND:

A professional services agreement had been previously issued to this contractor for services and the contract has since exhausted all of the available funds for that specific contract. A new professional services agreement is necessary in order to continue services for the repair of asphalt concrete (AC) pavement failures (potholes) at various locations throughout the City.

FISCAL IMPACT/SOURCE OF FUNDING:

There is no fiscal impact, as funding has already been appropriated and budgeted within the Public Works Department's budget, general fund account no. 10-312-5252-10, for this fiscal year of 2012/2013 for this particular service.

REQUESTED ACTION:

Staff recommends that the City Council 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.

ATTACHMENTS: Attachment A – Professional Services Agreement

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

(City of Calabasas/ *Ruiz Concrete & Paving, Inc.*)

1. IDENTIFICATION

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into by and between the City of Calabasas, a California municipal corporation (“City”), and *Ruiz Concrete & Paving, Inc.* a corporation, (“Consultant”).

2. RECITALS

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

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

3. DEFINITIONS

- 3.1 “Scope of Services”: Such professional services as are set forth in Consultant’s proposal to City attached hereto as Exhibit A and incorporated herein by this reference.
- 3.2 “Approved Fee Schedule”: Such compensation rates as are set forth in Consultant’s fee schedule to City attached hereto and included within Exhibit A and incorporated herein by this reference.
- 3.3 “Commencement Date”: *February 14, 2013.*
- 3.4 “Expiration Date”: *June 30, 2014.*

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 ***Ninety Thousand Dollars (\$90,000)*** unless specifically approved in advance and in writing by City.
- 5.2 Consultant shall perform all work to the highest professional standards of Consultant's profession and in a manner reasonably satisfactory to City. Consultant shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*).
- 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. ***Larry Edmonson, Senior Public Works Inspector*** 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.

- 11.2 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: **Larry Edmonson**
Senior Public Works Inspector
Telephone: (818) 224-1600
Facsimile: (818) 225-7338

If to Consultant:

Ruiz Concrete & Paving, Inc.
344 Temple Avenue
Long Beach, CA 90807
Attn: Aldo Ruiz
Telephone: (562) 439-3070
Facsimile: (562) 434-6350

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.

Initials: (City) _____ (Contractor) _____

- 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”
Ruiz Concrete & Paving, Inc.

By: _____
Mary Sue Maurer, Mayor

By: _____
Aldo B. Ruiz, President

Date: _____

Date: _____

By: _____
Jose A. Ruiz, Vice President

Date: _____

Attest:

By: _____
Maricela Hernandez, MMC
City Clerk

Date: _____

Approved as to form:

By: _____
Scott H. Howard, Interim City Attorney

EXHIBIT A
SCOPE OF WORK
AND FEE SCHEDULE

Ruiz Concrete & Paving, Inc

1344 Temple Ave., Long Beach, CA 90804

562-439-3070 562-434-6350 Fax

City of Calabasas
Attn: Larry Edmonson

RE: Fee Schedule and Scope of work
Emergency work

Thank you for contacting our company and we are pleased to give you the following information:

Our main work involves asphalt overlay, asphalt installation and concrete works (sidewalks, curb and gutters, driveways...)

We also do Block walls, manhole relocations/adjusting, utility adjusting, catch basins and other similar works.

Prices for Equipment: Reference / PRICES PER DAY

Paver - Lee boy	\$1,650
Grinder	3520
Back hoe	308
Skip loader	264
Dump trucks-8 ton	330
Dump truck- End Dump	686
Water trucks	330
Rollers	269
Mini Grinders	1320
sweepers	550
Flat bed truck	198
Specialty truck- Slurry	302
Specialty truck-Lumber	247
Water trailer	137
Concrete mixer trailer	137
Concrete saw trailer	137
Flat tack trailer	330
Concrete saw	1200
Air compresor	137
Arrow board	137

Prevailing wages apply for labor depending on work classifications(Operators, Laborers, Masons)

Thank you,
Ruiz Concrete & Paving, Inc

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 COUNCIL AGENDA REPORT

DATE: FEBRUARY 1, 2013

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: MARICELA HERNANDEZ, MMC, CITY CLERK *MHC*

SUBJECT: RECORDS RETENTION COMPARISON.

MEETING DATE: FEBRUARY 13, 2013

SUMMARY RECOMMENDATION:

That the City Council receive and file the records retention comparison.

BACKGROUND:

The City Council adopted its Records Retention Schedule in 2008.

Staff compared the City's records retention schedule with that of the City of Agoura Hills based on the similarity of schedules.

REQUESTED ACTION:

That the City Council receive and file the records retention comparison.

ATTACHMENTS: Records Retentions Comparison.

RECORDS RETENTION COMPARISON



CITY *of* CALABASAS

FEBRUARY 13, 2013

City's Records Retention Schedule

- In June 1996, the City Council adopted the first citywide records retention/destruction schedule.
- This created a coordinated and orderly means of storing and/or destroying city records. It also provided City staff with an easy method for identifying, locating, and retrieving historically significant documents.
- The schedule was last revised in 2008.



California Secretary of State

Local Government Records Management Guidelines

- In 1968, the Public Records Act (PRA) was passed.
- In 1999, Government Code §12236 (a) was established to consolidate information resources and provide local government with a single source for archival and records management support and guidance.
- “Effective Records Management ensures that records are kept **only** as long as they have some administrative, fiscal, or legal value. When records no longer fulfill the value for which they were created, they should be destroyed unless they also have some historic or research significance. A records management program is not only cost effective; it also make jobs easier. Records retained beyond their value “just in case” only extends the agency’s legal liability in the event of adverse litigation.”



COMPARISON

- Compared with Agoura Hills as they adopted similar retention schedule
- Only compared departments and/or record series that match Calabasas retention schedule



Records Retention Comparison

Legend: A = Audit; C/CL = Complete/Closed; E = Expiration; S = Superseded; T = Termination; P = Permanent

Type of Records	Calabasas	Agoura Hills	Notes-References
Total Retention Period			

City Clerk

Agreements, Contracts & Leases: Executed documents, amendments & exhibits; Correspondence & backup data	C + 10	C + 5	For this record series, C (Closed/Completed) represents completion of all terms of the agreement or contract. Citation: California Code of Civil Procedure, §337.15
Bids/Proposals Files (Successful Bidders): Requests for bids/proposals; Specifications & backup data; Agreements/contracts; Bids/proposals received; Correspondence & backup data	C + 10	CL + 5	For this record series, C (Closed/Completed) represents completion of all terms of the executed contract or agreement with the organization submitting the successful bid or proposal. Citation: California Code of Civil Procedures, §337.15
Bids/Proposals Files (Unsuccessful Bidders): Bids/proposals received	2	2	Citation: California Government Code, §34090
City Commissions & Committees - Applications(Unsuccessful): Applications; Correspondence	5	2	Citation: California Government Code, §34090
City Commissions and Committees - Maddy Act (Local Appointments List) Reports	5	5	Citation: California Government Code, §34090

Records Retention Comparison

Legend: A = Audit; C/CL = Complete/Closed; E = Expiration; S = Superseded; T = Termination; P = Permanent

Type of Records	Calabasas	Agoura Hills	Notes-References
Total Retention Period			
City Commissions - Members Records: Applications; Certificates; Oaths; Letters of appointment; Letters of resignation; Correspondence	T + 2	P	For this record series, T (Termination) represents termination of member participation in a commission or committee. Citation: California Government Code, §34090
City Commission Agendas, Minutes & Resolutions All documents are scanned and archived in electronic format on the City's optical imaging system for permanent retention. The hard copy documents are held by the administrative departments	P	P	Citation: California Government Code, §34090
City Council Meetings - Agenda Packets: Staff reports & backup data All documents are scanned and archived in electronic format on the City's optical imaging system for permanent retention.	5	P	Note: At the end of the 5 year retention period, agenda packets will be reviewed by the City Manager and City Clerk for historical value. Those selected for permanent, historical retention will be archived onto the City's optical imaging system. Citation: California Government Code, §34090
City Council Minutes, Ordinances and Resolutions	P	P	Citation: California Government Code, §34090

Records Retention Comparison

Legend: A = Audit; C/CL = Complete/Closed; E = Expiration; S = Superseded; T = Termination; P = Permanent

Type of Records	Calabasas	Agoura Hills	Notes-References
Total Retention Period			
City History Files: Selected historical records, including: Maps & drawings; Photographs; Reports & studies; Articles & news clippings; City publications; City newsletters; Press releases	P	P	
City Incorporation Documents	P	P	Citation: California Government Code, §34090
Election Records - Ballots, Absent Voter Ballots & Absentee Applications	C + 6mos	CL + 6mos	Citation: California Election Code, §17302 and §17505
Election Records - Campaign Statements (FPPC Forms 410 - 490 and 501/502): Candidates (not elected) statements; Candidates (not elected) committees' statements	5	CL + 5	Citation: California Government Code, §81009
Election Records - Petitions: Initiatives petitions; Referendum petitions; Recall petitions	C + 8mos	CL + 8mos	Note: For this record series, C (Closed/Completed) represents certification of election results, or, (when no election occurs) the Clerk's final examination of the petition.

Records Retention Comparison

Legend: A = Audit; C/CL = Complete/Closed; E = Expiration; S = Superseded; T = Termination; P = Permanent

Type of Records	Calabasas	Agoura Hills	Notes-References
Total Retention Period			
Election Records - Rosters & Indexes	C + 5	CL + 5	For this record series, C (Closed/Completed) represents certification of election results. Citation California Election Code, §17300
Equipment Files: Owners manuals; Service/maintenance information; Purchase information; Correspondence & backup data	T + 1	T + 2	For this record series, T (Termination) represents termination of ownership of the equipment. Citation: California Government Code, §34090
General Plan	P	P	Citation: California Government Code, §34090
Land Planning/Use Files: Correspondence & memos; Maps & drawings; Environmental documentation; Public hearing documentation; Reports & studies; Ordinances & resolutions (file copies); Original agreements; Litigation files (copies; original is in City Attorney)	P	P	For this record series, C (Closed/Completed) represents completion of the land planning/use project. Official project files are held by Planning/Building Services. City Clerk files contain final documents presented to City Council. Citation: California Government Code, §34090
Litigation Files	C+5	P	Duplicate series. Official is in City Attorney. Citation: California Government Code, §34090.7
Municipal Code	P	P	Citation: California Government Code, §34090

Records Retention Comparison

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Type of Records	Calabasas	Agoura Hills	Notes-References
Total Retention Period			
Organizations Files - Civic Organizations: Correspondence & memos; Reports & studies; Publications; Backup data	5	2	Scope note: Examples include Chamber of Commerce, Rotary Club, Homeowners' Association. This record series is for general correspondence and communications with civic organizations. Records pertaining to agreements or projects with these organizations are addressed by and subject to the retention requirements in the record series 'Agreements, Contracts & Leases'. Citation: California Government Code, §34090
Organizations Files - Government Agencies: Correspondence & memos; Reports & studies; Publications; Backup data	5	2	Scope note: Examples include FPCC, County of Los Angeles, LAFCO, and other cities. This record series is for general correspondence and communications with government agencies. Records pertaining to agreements or projects with these organizations are addressed by and subject to the retention requirements in the record series 'Agreements, Contracts & Leases'. Citation: California Government Code, §34090

Records Retention Comparison

Legend: A = Audit; C/CL = Complete/Closed; E = Expiration; S = Superseded; T = Termination; P = Permanent

Type of Records	Calabasas	Agoura Hills	Notes-References
Total Retention Period			
Organizations Files - Professional Organizations: Correspondence & memos; Reports & studies; Publications; Backup data	5	2	Scope note: Examples include SCAG, CCAC, and IIMC. This record series is for general correspondence and communications with professional organizations. Records pertaining to agreements or projects with these organizations are addressed by and subject to the retention requirements in the record series 'Agreements, Contracts & Leases'. Citation: California Government Code, §34090
Petitions to City - Informal	2	2	Citation: California Government Code, §34090
Public Hearings Notices: Notices; Proof of publication; Mailing lists; Certified mail receipts; Correspondence	5	2	Citation: California Government Code, §34090
Public Records Requests	2	2	Citation: California Government Code, §34090
Real Property - Annexations Files: Certificates of completion; Resolutions (file copies); Correspondence & backup data	P	P	Citation: California Government Code, §34090

Records Retention Comparison

Legend: A = Audit; C/CL = Complete/Closed; E = Expiration; S = Superseded; T = Termination; P = Permanent

Type of Records	Calabasas	Agoura Hills	Notes-References
Total Retention Period			
Real Property - Certificates of Compliance (Lot Line Adjustments): Certificates & supporting data	P	P	Citation: California Government Code, §34090
Real Property - Dedications Files: Offers of dedication & exhibits; Resolutions (file copies); Correspondence & supporting data	P	P	Citation: California Government Code, §34090
Real Property - Real Property Files: Deeds & supporting data; Quitclaims & supporting data; Easements & supporting data	P	P	Citation: California Government Code, §34090
Records Management - City Retention Schedules	P	P	Citation: California Government Code, §34090
Special Assessment Districts Files: Annual Engineering reports to the City; Public hearings documentation; Correspondence & supporting data; Resolutions (file copies)	P	P	Citation: California Government Code, §34090

Records Retention Comparison

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Type of Records	Calabasas	Agoura Hills	Notes-References
Total Retention Period			
Statements of Economic Interest - Forms 700/721: Officeholders' statements; Appointees' statements; Candidates' statements	4	4	Note: As of January 1996, the FPPC combined Forms 721 and 730 to create Form 700. Duplicate series. Official is with the FPPC. Citation: California Government Code, §81009
Subject Files: Reports & studies; Publications; Correspondence & backup data	5	5	Scope note: This record series is for materials held by the City Clerk on subjects or topics which the City receives or gathers for study or informational purposes. Examples are proposed programs (e.g., Sister City), proposed legislation, information on projects or programs established by other cities, etc. These files do not contain documentation of City business, transactions or policy decisions. (If a subject file results in an active program or project, the materials become subject to the retention for that specific record series category). Citation: California Government Code, §34090

Records Retention Comparison

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Type of Records	Calabasas	Agoura Hills	Notes-References
Total Retention Period			

Community Development

Grants - CDBG Program Administration Files: Blanket agreements, amendments & supporting data (original agreements are in City Clerk Dept.); Reports to granting agency; Cost summaries; Correspondence & supporting data; Audits, approvals & releases (grant completion documentation); Rules, regulations & procedures	C + 4	CL + 4	CDBG = Community Development Block Grant. For this record series, C (Closed/Completed) represents completion of all terms of the grant agreement (including audit if required), or until resolution of all issues arising from litigation, claim, audit, or other action involving the records, whichever is later. Citation: 7 CFR 3016.42
Grants - CDBG Project Administration Files: Procedures to Implement/MOU's (original MOU's are in City Clerk Dept.); Consultants/contractors records (if consultant or contractor services are used); Bids & selection documentation (if a formal bid, original records are in City Clerk Dept.); Agreements & contracts (if a formal bid, originals are in City Clerk Dept.); Correspondence & supporting data; Budgeting & financial data; Correspondence & supporting data; Audits, approvals & releases (grant completion documentation); Project rules & procedures	C + 4	CL + 4	CDBG = Community Development Block Grant. For this record series, C (Closed/Completed) represents project audit & release, or until resolution of all issues arising from litigation, claim, audit, or other action involving the records, whichever is later.

Records Retention Comparison

Legend: A = Audit; C/CL = Complete/Closed; E = Expiration; S = Superseded; T = Termination; P = Permanent

Type of Records	Calabasas	Agoura Hills	Notes-References
Total Retention Period			
Grants - CDBG Projects Files: Applications & supporting data; Agreements & contracts; Financial documentation; Labor compliance documentation (when required); Correspondence & supporting data	C + 4	CL + 4	CDBG = Community Development Block Grant. Scope note: This record series is for records of specific projects implemented using funds authorized by MOU's (see the record series CDBG Project Administration Files). Retention of this series is based on retention of the associated CDBG Project Administration Files; files for all individual projects funded under a specific MOU will be retained for four years following audit and release of the entire project defined by the MOU.
Code Enforcement - Case Files: Code enforcement letters (notices of violations); Certified mail receipts; Case research materials, photographs & supporting data; Correspondence & backup data; Documentation of case resolution	C + 10	CL + 3	Citation: California Penal Code §801

Records Retention Comparison

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Type of Records	Calabasas	Agoura Hills	Notes-References
Total Retention Period			
Community Services			
Accident and Incident reports	5	5	Citation: California Government Code, §34090
Department History Files; Publicity binders; Photos binders; Slides binders; Department publications; Flyers; Brochures; Press releases	P	P	Citation: California Government Code, §34090
Facilities Reservation Forms	2	2	Citation: California Government Code, §34090

Records Retention Comparison

Legend: A = Audit; C/CL = Complete/Closed; E = Expiration; S = Superseded; T = Termination; P = Permanent

Type of Records	Calabasas	Agoura Hills	Notes-References
Total Retention Period			
Department Director - Park Master Plans Files: Environmental documents; Comments; Resolutions & ordinances (file copies); Reports & studies; Agendas & minutes (file copies); Agenda reports; Maps, plans & drawings; Notices (file copies); Mailing lists; Citizens surveys;	P	P	Citation: California Government Code, §34090
Personnel - Instructor Contracts	E + 2	E + 2	Citation: California Government Code, §34090
Program Evaluations (Class Evaluations)	2	2	Citation: California Government Code, §34090
Program Proposals Files: Correspondence; Resumes; Promotional materials; Sample program materials	3	2	Scope note: This record series is for materials received by the Department from instructors presenting proposals for programs, classes, etc. Citation: California Government Code, §34090
Program Registrations/Waivers of Liability	5	5	Citation: California Government Code, §34090

Records Retention Comparison

Legend: A = Audit; C/CL = Complete/Closed; E = Expiration; S = Superseded; T = Termination; P = Permanent

Type of Records	Calabasas	Agoura Hills	Notes-References
Total Retention Period			
<p>Programs Files (City-Participation): Program development materials; Budgeting data; Promotional materials (press releases, flyers); Budgeting data; Correspondence & memos; Itineraries/schedules; Contracts/agreements for supplies & services (vendors & suppliers); Invoices for services and supplies (copies; official is in Finance); Program progress reports (to funding agency); Program financial reports (to funding agency); Correspondence with funding agency; Program rules and procedures; Audit reports (if audited); Completion documentation (release from funding agency); Supporting data</p>	C + 4	CL + 4	<p>Scope note: Includes programs, special events, activities, courses, and classes where Community Services receives funding and program direction from external organizations. This includes grant-funded programs and other special fund distributions. Community Services administers the program at the local level, but follows rules and procedures specified by the funding agency. (Externally-funded park development programs are a potential example.) For this record series, C (Completion) represents completion of all terms of the funding agreement with the funding agency, including audit and release if specified. Citation: California Government Code, §34090</p>

Records Retention Comparison

Legend: A = Audit; C/CL = Complete/Closed; E = Expiration; S = Superseded; T = Termination; P = Permanent

Type of Records	Calabasas	Agoura Hills	Notes-References
Total Retention Period			
Programs Files (City-Sponsored): Program development materials, including: Budgeting; Staffing; Reference materials; Facilities/equipment research; Insurance documentation (if required) Promotional materials (press releases, flyers); Budgeting data; Correspondence & memos; Itineraries/schedules; Contracts/agreements for supplies & services (vendors & suppliers); Invoices for services and supplies	C + 5	CL + 5	Scope note: Includes programs, special events, activities, courses, and classes developed, sponsored and administered by Community Services. See Programs Files (City-Participation) for programs in which Community Services receives funding & program direction from external sources/organizations.
Database Records: Registrant data (active); Program data (active); Program data (inactive/historical)	5	2	Scope note; Database records reside on the City network. The program has built-in retention: it retains one year of active data, then strips away certain registrant data, leaving a summary/history of past programs. Staff has saved complete older data by renaming old database versions. Database is backed up regularly as part of network backup procedures.

Records Retention Comparison

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Type of Records	Calabasas	Agoura Hills	Notes-References
Total Retention Period			
Department Director - Parks/Facilities Construction Projects Files: Contract files, including; Contracts, amendments & supporting data (Original contracts are in City Clerk Dept.); Bonds & insurance documentation (official in Finance); Correspondence & supporting data; Accounting/Payments files, including: Contractor invoices (copies; originals in Finance); Progress payments/approvals Correspondence & supporting data; Inspections & acceptance documentation; Certified payroll files; Project studies & reports; Design records, including: Design research data; Survey data; Calculations; Drawings; Plans & drawings;	C + 10	C + 10	Note: Files are retained for completion of the project and all terms of the project contracts and agreements, plus 10 years. At that time, the files will be evaluated by the department. If the structure still exists, or if the files have historical value, or if the files are needed for City operations, they will be retained for an additional time period. Citation: California Code of Civil Procedure §337.15

Records Retention Comparison

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Type of Records	Calabasas	Agoura Hills	Notes-References
Total Retention Period			
Finance Dept.			
1099's Files: 1099's (City copies); Verifications reports; Procedures, rules & reference materials; Correspondence & backup data	5	5	Citation: California Government Code, §34090
Accounts Payable Files: Invoices; Copies of check stubs and checks; Correspondence & backup data; Purchase orders (yellow copies) Check register reports	A + 5	A + 5	Note: Before destruction occurs, these files should be reviewed to determine if they are required for support of grants or other funding programs whose retention requirements exceed those of audit plus 5 years. Citation: California Government Code, §34090
Audit & Tax Reports: Final reports	10	P	Note: Includes final reports from internal audits, single audits, and other audits and tax reports to state and federal agencies. Citation: 31 CFR 51.107

Records Retention Comparison

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Type of Records	Calabasas	Agoura Hills	Notes-References
Total Retention Period			
Audit Files (Work Files): Audit reports (work copies); Financial statements (work copies); Procedures for preparation; Correspondence; Source materials, worksheets & backup data	5	5	Citation: California Government Code, §34090
Bank/Account Records: Account agreements & general account information; Account statements; Correspondence; Signature authorizations; Backup data	A + 5	A + 5	Citation: California Government Code, §34090
Bank Deposits Files: Deposit receipts; Check copies; Deposit tickets copies; Cash register receipts/tapes from City departments	A + 5	A + 5	Note: Also called Receipts or Cash Receipts. Citation: California Government Code, §34090
Bank Reconciliations Files: Bank statements (notated); Worksheets & backup data: Cash balance reports (copies); Check register reports (copies); General ledger reports (copies)	2	A + 2	Citation: California Government Code, §34090

Records Retention Comparison

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Type of Records	Calabasas	Agoura Hills	Notes-References
Total Retention Period			
Bank Statements Records: Statements; Canceled checks	A + 5	A + 5	Note: Before destruction occurs, these files should be reviewed to determine if they are required for support of grants or other funding programs whose retention requirements exceed those of audit plus 5 years. Citation: California Government Code, §34090
Financial Reports (Year-End Printouts – Previous to 1996): Revenue expense reports; Detail reports; Cash balance reports; General ledger reports; Balance sheets	P	P	Note: For the years up to 1996 , printouts of final, year-end data from the City financial system are retained for historical purposes. For the years 1996 and forward, the reports are available online from the financial system and are no longer printed for retention. Citation: California Government Code, §34090
Information Systems - Computer System Backup Tapes	7d	1-2wks	*Scope note: These tapes contain operational (not archival) backups of all users files and some data files on the City's computer system. The system is backed up daily. The City rotates a set number of tapes; the last tape in the set is copied over. If data is deleted at its source in the City system, it will be present on these backup tapes for seven days, then will be gone.

Records Retention Comparison

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Type of Records	Calabasas	Agoura Hills	Notes-References
Total Retention Period			
Local Agency Investment Fund (LAIF) Records: Fund statements; Fund reports;	2	2	Citation: California Government Code, §34090
Payroll - Employee Time Records: Time sheets (originals); Vacation sick leave schedules	3	CL + 4	Citation: 29 CFR 516.2 - 516.6
Payroll - Payroll Reports: Payroll registers; Auto deposit registers; Year to date reports; Deductions registers; Monthly payroll summaries; Personnel planning reports;	6	A + 5	Scope note: Reports are prepared by payroll processing service and sent to Finance as a package representing each pay period.
Payroll - Payroll Tax Reports: Payroll tax statements; Fees statements; Tax information & backup data; Correspondence	6	6	Citation: 29 USC 436

Records Retention Comparison

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Type of Records	Calabasas	Agoura Hills	Notes-References
Total Retention Period			
Payroll - W-2's Records; W-2's (City copies); W-2 control reports; Correspondence & backup data	6	6	Citation: 29 CFR 516.2 - 516.6
Property Taxes Records: Assessed values totals statements; Reports & studies; Communications with L.A. County Assessor Correspondence & backup data	A + 5	A + 5	Citation: California Government Code, §34090
Purchase Order Logs	2	2	Citation: California Government Code, §34090

Records Retention Comparison

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Type of Records	Calabasas	Agoura Hills	Notes-References
Total Retention Period			

Public Works/Engineering/LMD/Traffic/ B&S

<p>Capital Improvement Project (CIP) Files: Contractor files, including: Contracts, amendments & supporting data (Original contracts are in City Clerk Dept.); Bonds (originals are in City Clerk Dept.); Insurance documentation (originals are in City Clerk Dept.); Correspondence & supporting data; Consultant files, including: Contracts, amendments & supporting data (Original contracts are in City Clerk Dept.); Meeting notes; Correspondence & supporting data; Change orders files, including: Change order requests; Review documentation; Cost estimates; Change orders (originals are in City Clerk Dept.); Correspondence & supporting data; Permits files, including: Applications & backup data; Permits issued; Payments files, including:</p>	C + 10	C + 10	<p>Note: Files are retained for completion of the project and all terms of the project contracts and agreements, plus 10 years. At that time, the files will be evaluated by the department. If the structure still exists, or if the files have historical value, or if the files are needed for City operations, they will be retained for an additional time period.</p> <p>Citation: California Code of Civil Procedure, §337.15</p>
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Records Retention Comparison

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Type of Records	Calabasas	Agoura Hills	Notes-References
Total Retention Period			
Federal Highway Administration (FHWA) Funding - Administrative Files: Applications/funding requests & supporting data; Budgeting analyses; Correspondence w/ FHWA ; Correspondence w/ local administrative agencies (including CALTRANS); Studies & reports; Supporting data	C + 5	CL + 3	For this record series, C (Completion) represents completion of all terms of the grant/funding agreement (including audit, if required) as specified by the funding agency. Citation: 49 CFR 18.42 and/or 29 CFR 5.5
Grants/Funding Files: Applications & supporting data; Financial/budgeting data; Correspondence & supporting data; Reports to funding agency; Program completion documentation; Rules, regulations & procedures; Contracts, amendments & supporting data (original contracts are filed with City Clerk)	C + 4	C + 3	For this record series, C (Completion) represents completion of all terms of the grant/funding agreement (including audit, if required) as specified by the funding agency. Citation: 7 CFR 3016.42

Records Retention Comparison

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Type of Records	Calabasas	Agoura Hills	Notes-References
Total Retention Period			
Operations & Maintenance (O&M) Projects Files: Service requests (copies; original in City Clerk); Financial data (copies; original in Finance); Correspondence & supporting data	2	2	Scope note: O&M Projects are those projects that the City contracts out to the County or private contractors. City involvement is minimal; usually these are initiated by service request (filed with City Clerk). Financial tracking is documented in Finance Dept. records. As a result, these project files contain minimal documentation. Citation: California Government Code, §34090
Construction (final as-constructed only) Utilities (water, sewer, storm drain, etc.) Reclamation districts	P	P	California Government Code, Section, §34090
Address Files (Permits Files) Files, organized by address, contain all permits issued and supporting documentation for structures at each address, including: Building permits; Plumbing permits; Electrical permits; Heating/ventilation/A.C. permits; Sign permits; Inspections record sheets;	P	P	Citation: California Government Code, §34090

Records Retention Comparison

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Type of Records	Calabasas	Agoura Hills	Notes-References
Total Retention Period			
Counter Manual: Fee schedules; Procedures & instructions	S	P	Citation: California Government Code, §34090
Earthquake Records - Inspections/Address Log: Logs of earthquake inspections performed throughout the City	C + 2	CL + 2	Scope note: This is a compilation of information contained in the 'Earthquake Records - Inspectors' Logs' to provide a City-wide summary. For this record series, C (Closed/Completed) represents final FEMA audit. Citation: California Government Code, §34090
Plans & Drawings (Single Family Residential Structures): Final, approved plans & drawings	C + 90d	T	For this record series, C (Closed/Completed) represents issuance of certificate of occupancy, plus 90 days (90d). Citation: California Health & Safety Code, §19850

Records Retention Comparison

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Type of Records	Calabasas	Agoura Hills	Notes-References
Total Retention Period			
Disaster Incidents Files: Damage reports/assessments & supporting data Photographs Invoices (copies; original in Finance Dept.) Correspondence Council approvals/documentation (copies; original in City Clerk)	C + 10	A + 5	Scope note: This record series is for files documenting disaster incidents damages and claims for reimbursement from agencies such as FEMA and OES. Special retention instructions: For this record series, C (Closed/completed) represents reimbursement and release by the funding agency, or completion of the project and all terms of the project contracts and agreements,
Grading Records Files include: Grading permits Grading plans Geotechnical/soils reports Rough & fine grading certificates	P	P	For this record series, C (Closed/Completed) represents completion of a grading project. Citation: California Government Code, §34090

Records Retention Comparison

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Type of Records	Calabasas	Agoura Hills	Notes-References
Total Retention Period			
Land Development Projects Files: Correspondence & memos; Reports & studies; Title reports; Reviews & comments; Evaluation estimates; Plan check documentation; Plans & drawings; Agreements; Easements; Permits (copies); Final maps; Supporting data	P	P	Scope note: Land Development Projects include grading plans, street improvement plans, storm drain plans, landscaping plans, lot line adjustments, and plan checks. Citation: California Government Code, §34090
Human Resources-Personnel			
Employee Benefits Administration Records: Plan documents; Enrollment forms; Correspondence & backup data	T + 10	P	Note: T (Termination) represents the selection by the City of a new benefits provider and cancellation of contract/agreement with previous provider. Citation: 29 USC 1113

Records Retention Comparison

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Type of Records	Calabasas	Agoura Hills	Notes-References
Total Retention Period			
Personnel Files: Resumes; Applications; Personnel action forms; Performance evaluations; Correspondence & memos; Direct deposit authorizations Pre-employment physicals I-9 documentation	T + 6	T + 6	Citation: 29 USC 1113
Recruitment Files: Job position announcements; Applicant responses and resumes; Correspondence & backup data	C + 2	CL + 3	Citation: 29 CFR 1627.3
Personnel Policies & Procedures Employee handbook Human Resources (HR) policies (rules & regulations) Compensation resolutions	P	P	Citation: California Government Code, §34090
Risk Management - Workers Compensation Insurance Administration Records: Loss analyses; Statements; Correspondence & backup data	5	5	Citation: California Government Code, §34090

Records Retention Comparison

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Type of Records	Calabasas	Agoura Hills	Notes-References
Total Retention Period			
Risk Management - Workers Compensation Insurance Policies	E + 3	P	Citation: California Government Code, §34090

Future Steps

- Begin process to digitize all files
 - Dedicated network drive
 - Replicate retention schedule
 - Departments
 - Record Series
 - Staff to save documents as PDF and copy. Place in respective digital and physical folder
 - Folders to be reviewed with annual records retention management program
 - Eventually discontinue hard copy retention
 - Plans, maps and large-size documents will continue to be stored as currently done
 - Will begin with current calendar year





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Check No.	Check Date	Vendor Name	Check Description	Amount	Department
Administrative Services					
82969	1/23/2013	STELLER/DEBORAH//	REIMBURSE EDUC EXPS- FALL 12	619.99	Administrative Services
82847	1/17/2013	CR PRINT	EMPLOYMENT APPLICATIONS	299.07	Administrative Services
82965	1/23/2013	SORIA/RAY//	REIMBURSE EDUC EXPS- FALL 12	267.63	Administrative Services
82902	1/23/2013	ACORN NEWSPAPER	LEGAL ADVERTISING	168.00	Administrative Services
82975	1/23/2013	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	56.93	Administrative Services
82848	1/17/2013	CYBERCOPY	COPY/PRINTING SERVICE	31.25	Administrative Services
82848	1/17/2013	CYBERCOPY	COPY/PRINTING SERVICE	20.50	Administrative Services
Total Amount for 7 Line Item(s) from Administrative Services				\$1,463.37	
Boards and Commissions					
82978	1/25/2013	US BANK	VISA- RALPHS	36.24	Boards and Commissions
Total Amount for 1 Line Item(s) from Boards and Commissions				\$36.24	
City Attorney					
82998	1/30/2013	COLANTUONO, LEVIN PC	GENERAL SERVICES	13,153.73	City Attorney
82998	1/30/2013	COLANTUONO, LEVIN PC	CROWN CASTLE INC	2,897.50	City Attorney
82998	1/30/2013	COLANTUONO, LEVIN PC	MISC SPECIAL COUNSEL PROJ	375.00	City Attorney
83007	1/30/2013	HOPKINS & CARLEY	LEGAL SERVICES	202.88	City Attorney
82998	1/30/2013	COLANTUONO, LEVIN PC	COUNTRY INN TOT	122.33	City Attorney
Total Amount for 5 Line Item(s) from City Attorney				\$16,751.44	
City Council					
82989	1/30/2013	ATMOSPHERE EVENTS & CATERING	SOCIAL EXPENSE- SOTC	3,839.28	City Council
82989	1/30/2013	ATMOSPHERE EVENTS & CATERING	SOCIAL EXPENSE- SOTC	604.20	City Council
82978	1/25/2013	US BANK	VISA- WOOD RANCH BBQ	324.79	City Council
82978	1/25/2013	US BANK	VISA- CORNER BAKERY	250.67	City Council
82917	1/23/2013	CONEJO AWARDS	CITIZEN OF THE YEAR PLAQUE	187.05	City Council
82978	1/25/2013	US BANK	VISA- CALABASAS SELF STORAGE	184.00	City Council
82975	1/23/2013	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	109.70	City Council
82999	1/30/2013	CONEJO AWARDS	PLAQUE & GAVEL	107.50	City Council
82993	1/30/2013	CALABASAS CHAMBER OF COMMERCE	INSTALLATION LUNCH- 1/31/13	50.00	City Council
82993	1/30/2013	CALABASAS CHAMBER OF COMMERCE	INSTALLATION LUNCH- 1/31/13	50.00	City Council
82993	1/30/2013	CALABASAS CHAMBER OF COMMERCE	INSTALLATION LUNCH- 1/31/13	50.00	City Council



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82993	1/30/2013	CALABASAS CHAMBER OF COMMERCE	INSTALLATION LUNCH- 1/31/13	50.00	City Council
82993	1/30/2013	CALABASAS CHAMBER OF COMMERCE	INSTALLATION LUNCH- 1/31/13	50.00	City Council
82894	1/17/2013	VERIZON WIRELESS	TELEPHONE SERVICE	38.01	City Council
82978	1/25/2013	US BANK	VISA- CAPITOL DIRECTORIES	29.88	City Council
82978	1/25/2013	US BANK	VISA- FAME CLEANERS	27.93	City Council
82842	1/17/2013	CALABASAS CHAMBER OF COMMERCE	CHAMBER BREAKFAST	20.00	City Council
Total Amount for 17 Line Item(s) from City Council				\$5,973.01	
<u>City Management</u>					
82993	1/30/2013	CALABASAS CHAMBER OF COMMERCE	INSTALLATION LUNCH- 1/31/13	50.00	City Management
82978	1/25/2013	US BANK	VISA- BOCCACCIOS	36.70	City Management
83006	1/30/2013	HENDERSON/ANGIE//	REIMBURSE MILEAGE	29.38	City Management
Total Amount for 3 Line Item(s) from City Management				\$116.08	
<u>Civic Center O&M</u>					
83034	1/30/2013	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	3,408.51	Civic Center O&M
83034	1/30/2013	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	3,146.32	Civic Center O&M
82879	1/17/2013	PRIDE INDUSTRIES	CUSTODIAL SERVICES	1,969.30	Civic Center O&M
82879	1/17/2013	PRIDE INDUSTRIES	CUSTODIAL SERVICES	1,950.86	Civic Center O&M
82916	1/23/2013	CIRCULATING AIR, INC.	HVAC MAINTENANCE	1,918.00	Civic Center O&M
82916	1/23/2013	CIRCULATING AIR, INC.	HVAC MAINTENANCE	1,918.00	Civic Center O&M
83028	1/30/2013	PRO CALIBER HARDWOOD FLOORING	FLOOR REPAIRS	1,600.00	Civic Center O&M
82896	1/17/2013	VORTEX INDUSTRIES INC	DOOR REPAIRS - CITY HALL	1,194.72	Civic Center O&M
82967	1/23/2013	SOUTHERN CALIFORNIA GAS CO	GAS SERVICE	1,123.28	Civic Center O&M
82896	1/17/2013	VORTEX INDUSTRIES INC	DOOR REPAIRS - LIBRARY	1,043.32	Civic Center O&M
82967	1/23/2013	SOUTHERN CALIFORNIA GAS CO	GAS SERVICE	1,036.87	Civic Center O&M
83049	1/30/2013	WAXIE SANITARY SUPPLY	JANITORIAL SUPPLIES	778.70	Civic Center O&M
83018	1/30/2013	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	766.14	Civic Center O&M
83018	1/30/2013	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	707.21	Civic Center O&M
82985	1/30/2013	AMTECH ELEVATOR SERVICES	ELEVATOR SERVICES	630.76	Civic Center O&M
82985	1/30/2013	AMTECH ELEVATOR SERVICES	ELEVATOR SERVICES	630.76	Civic Center O&M
83049	1/30/2013	WAXIE SANITARY SUPPLY	JANITORIAL SUPPLIES	380.14	Civic Center O&M
82885	1/17/2013	SECURAL SECURITY CORP	PATROL CAR SERVICES- CIVIC CTR	212.50	Civic Center O&M
82885	1/17/2013	SECURAL SECURITY CORP	PATROL CAR SERVICES- CIVIC CTR	212.50	Civic Center O&M
83031	1/30/2013	SECURAL SECURITY CORP	PATROL CAR SERVICES- CIVIC CTR	212.50	Civic Center O&M



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Check No.	Check Date	Vendor Name	Check Description	Amount	Department
83031	1/30/2013	SECURAL SECURITY CORP	PATROL CAR SERVICES- CIVIC CTR	212.50	Civic Center O&M
82996	1/30/2013	CIRCULATING AIR, INC.	HVAC MAINTENANCE	183.54	Civic Center O&M
82996	1/30/2013	CIRCULATING AIR, INC.	HVAC MAINTENANCE	183.54	Civic Center O&M
82856	1/17/2013	GRAINGER	FACILITY MAINTENANCE SUPPLIES	123.49	Civic Center O&M
82978	1/25/2013	US BANK	VISA- HOME DEPOT	40.38	Civic Center O&M
82978	1/25/2013	US BANK	VISA- HOME DEPOT	35.65	Civic Center O&M
82856	1/17/2013	GRAINGER	FACILITY MAINTENANCE SUPPLIES	19.63	Civic Center O&M
83018	1/30/2013	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	7.80	Civic Center O&M
83018	1/30/2013	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	7.20	Civic Center O&M
82985	1/30/2013	AMTECH ELEVATOR SERVICES	ELEVATOR SERVICES	-210.25	Civic Center O&M
82985	1/30/2013	AMTECH ELEVATOR SERVICES	ELEVATOR SERVICES	-210.25	Civic Center O&M
Total Amount for 31 Line Item(s) from Civic Center O&M				\$25,233.62	

Community Development

83052	1/30/2013	WILLDAN ASSOCIATES INC.	BLDG & SAFETY SERVICES- DEC 12	56,380.64	Community Development
83052	1/30/2013	WILLDAN ASSOCIATES INC.	BLDG & SAFETY SERVICES- OCT 12	23,529.72	Community Development
83000	1/30/2013	DAPEER, ROSENBLIT & LITVAK	LEGAL SERVICES	8,059.74	Community Development
82900	1/17/2013	WILLDAN ASSOCIATES INC.	BLDG & SAFETY SERVICES- NOV 12	6,324.78	Community Development
82914	1/23/2013	CALABASAS CREST LTD	R.A.P.- FEB 2013	5,460.00	Community Development
82957	1/23/2013	RINCON CONSULTANTS INC	ENVIRONMENTAL CONSULTING	3,596.74	Community Development
83000	1/30/2013	DAPEER, ROSENBLIT & LITVAK	LEGAL SERVICES	2,490.00	Community Development
82882	1/17/2013	RINCON CONSULTANTS INC	ENVIRONMENTAL CONSULTING	1,781.25	Community Development
82978	1/25/2013	US BANK	VISA- AIA PRODUCTS	770.00	Community Development
82907	1/23/2013	AMERICAN PLANNING ASSOCIATION	MEMBERSHIP DUES- T. BARTLETT	620.00	Community Development
82834	1/17/2013	AMERICAN PLANNING ASSOCIATION	MEMBERSHIP DUES- M TAMURI	580.00	Community Development
82978	1/25/2013	US BANK	VISA- CA ONSITE WASTEWATER	400.00	Community Development
82852	1/17/2013	ENVIRONMENTAL SCIENCE	OAK TREE CONSULTING	300.00	Community Development
82978	1/25/2013	US BANK	VISA- CA CODE COUNCIL	225.00	Community Development
82927	1/23/2013	GOOR/ LORI//	MINUTES- 12/6 PLANNG CMSN MTG	224.00	Community Development
82918	1/23/2013	CROSBY/ GEORGE//	R.A.P.- FEB 2013	186.00	Community Development
82924	1/23/2013	FLEYSHMAN/ALBERT//	R.A.P.- FEB 2013	186.00	Community Development
82944	1/23/2013	MEDVETSKY/LINA//	R.A.P.- FEB 2013	186.00	Community Development
82931	1/23/2013	HENDERSON/LYN//	R.A.P.- FEB 2013	186.00	Community Development
82949	1/23/2013	NARANJO/ IVAN//	R.A.P.- FEB 2013	186.00	Community Development
82962	1/23/2013	SHAHIR/RAHIM//	R.A.P.- FEB 2013	186.00	Community Development
82963	1/23/2013	SHEAR/SUSAN M//	R.A.P.- FEB 2013	186.00	Community Development



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82945	1/23/2013	MILES/AUDREY//	R.A.P.- FEB 2013	186.00	Community Development
82902	1/23/2013	ACORN NEWSPAPER	LEGAL ADVERTISING	180.00	Community Development
82827	1/17/2013	ACORN NEWSPAPER	LEGAL ADVERTISING	174.00	Community Development
82897	1/17/2013	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	156.85	Community Development
82922	1/23/2013	ENVIRONMENTAL SCIENCE	OAK TREE CONSULTING	150.00	Community Development
83011	1/30/2013	JOHN K. INNES LANDSCAPE	ARBORIST SERVICES	150.00	Community Development
83011	1/30/2013	JOHN K. INNES LANDSCAPE	ARBORIST SERVICES	150.00	Community Development
83000	1/30/2013	DAPEER, ROSENBLIT & LITVAK	LEGAL SERVICES	92.20	Community Development
83000	1/30/2013	DAPEER, ROSENBLIT & LITVAK	LEGAL SERVICES	90.00	Community Development
83000	1/30/2013	DAPEER, ROSENBLIT & LITVAK	LEGAL SERVICES	90.00	Community Development
83000	1/30/2013	DAPEER, ROSENBLIT & LITVAK	LEGAL SERVICES	90.00	Community Development
83000	1/30/2013	DAPEER, ROSENBLIT & LITVAK	LEGAL SERVICES	90.00	Community Development
83000	1/30/2013	DAPEER, ROSENBLIT & LITVAK	LEGAL SERVICES	90.00	Community Development
83000	1/30/2013	DAPEER, ROSENBLIT & LITVAK	LEGAL SERVICES	90.00	Community Development
82975	1/23/2013	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	76.77	Community Development
83015	1/30/2013	L.A. CO. ASSESSOR	MAPS AND POSTAGE	45.59	Community Development
82978	1/25/2013	US BANK	VISA- JOBS AVAILABLE	45.00	Community Development
Total Amount for 38 Line Item(s) from Community Development				\$113,900.28	

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82832	1/17/2013	ALLIANT INSURANCE SERVICES INC	SPECIAL EVENTS INS- PUMPKIN	1,874.00	Community Services
82966	1/23/2013	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	1,268.78	Community Services
82977	1/23/2013	WOLF/MEL//	RECREATION INSTRUCTOR	1,262.80	Community Services
82966	1/23/2013	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	1,072.54	Community Services
83034	1/30/2013	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	1,053.39	Community Services
82867	1/17/2013	MAGICAL MUSICAL MOMENTS	RECREATION INSTRUCTOR	905.10	Community Services
82980	1/30/2013	ABSOLUTE PACKAGING SUPPLY INC	FACILITY MAINTENANCE SUPPLIES	837.08	Community Services
82978	1/25/2013	US BANK	VISA- AMC PROMENADE	746.00	Community Services
82978	1/25/2013	US BANK	VISA- CALABASAS SELF STORAGE	658.00	Community Services
82928	1/23/2013	GOVPARTNER	RESERVE PARTNER HOSTING- JAN13	650.00	Community Services
82978	1/25/2013	US BANK	VISA- BARCO PRODUCTS	591.38	Community Services
83034	1/30/2013	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	530.87	Community Services
82905	1/23/2013	ALLEN/HARVEY//	BASKETBALL/OFFICIAL/SCORER	470.00	Community Services
82876	1/17/2013	PEERLESS BUILDING MAINTENANCE	JANITORIAL SERVICES	420.00	Community Services
82961	1/23/2013	SECURAL SECURITY CORP	PATROL CAR SERVICES- GATES/GRP	420.00	Community Services
82978	1/25/2013	US BANK	VISA- REAGAN ADMISSIONS	420.00	Community Services
83031	1/30/2013	SECURAL SECURITY CORP	PATROL CAR SERVICES- GATES/GRP	420.00	Community Services



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82912	1/23/2013	BMI GENERAL LICENSING	MUSIC LICENSE FEE	327.00	Community Services
82840	1/17/2013	B & B PLUMBING & HEATING INC.	PLUMBING REPAIRS- PARKS	317.88	Community Services
82925	1/23/2013	GADBURY/KEITH//	BASKETBALL/OFFICIAL/SCORER	308.00	Community Services
82978	1/25/2013	US BANK	VISA- NOTHING BUNDT CAKE	287.28	Community Services
82904	1/23/2013	ALAN-LEE/CRAIG//	BASKETBALL/OFFICIAL/SCORER	257.00	Community Services
82988	1/30/2013	AT&T	TELEPHONE SERVICE	251.60	Community Services
82939	1/23/2013	LAUTERBACH/HOWARD//	BASKETBALL/OFFICIAL/SCORER	216.00	Community Services
82903	1/23/2013	ALAN LEE/ SHAUN//	BASKETBALL/OFFICIAL/SCORER	212.00	Community Services
82978	1/25/2013	US BANK	VISA- CALABASAS ARTS COUNCIL	206.75	Community Services
82967	1/23/2013	SOUTHERN CALIFORNIA GAS CO	GAS SERVICE	200.25	Community Services
82956	1/23/2013	RAMIREZ/MICHAEL//	BASKETBALL/OFFICIAL/SCORER	200.00	Community Services
82947	1/23/2013	MONTGOMERY/MICHAEL//	BASKETBALL/OFFICIAL/SCORER	200.00	Community Services
82958	1/23/2013	RUBIN/RONNIE//	BASKETBALL/OFFICIAL/SCORER	192.00	Community Services
82940	1/23/2013	LAUTERBACH/RACHEL//	BASKETBALL/OFFICIAL/SCORER	192.00	Community Services
82886	1/17/2013	SO CA MUNI ATHLETIC FEDERATION	CLASS INSURANCE	188.80	Community Services
82971	1/23/2013	TEMPLE/BRET//	BASKETBALL/OFFICIAL/SCORER	180.00	Community Services
82978	1/25/2013	US BANK	VISA- MICHAELS	155.40	Community Services
82826	1/17/2013	A 1 LIVESCAN FINGERPRINTING	FINGERPRINTING SERVICES	150.00	Community Services
82970	1/23/2013	TEMME/ROBERT//	BASKETBALL/OFFICIAL/SCORER	144.00	Community Services
82942	1/23/2013	MANDELL/MITCH//	BASKETBALL/OFFICIAL/SCORER	141.00	Community Services
82886	1/17/2013	SO CA MUNI ATHLETIC FEDERATION	2013 MEMBERSHIP DUES	140.00	Community Services
82923	1/23/2013	FISHMAN/MICHAEL//	BASKETBALL/OFFICIAL/SCORER	135.00	Community Services
82978	1/25/2013	US BANK	VISA- 7 ELEVEN	135.00	Community Services
82978	1/25/2013	US BANK	VISA- EXXON MOBIL	130.00	Community Services
82880	1/17/2013	R AND R PRINTERS	BASKETBALL FLYERS	122.08	Community Services
83012	1/30/2013	KAPLAN/HERB//	RECREATION INSTRUCTOR	119.70	Community Services
82941	1/23/2013	LEON/PETE//	BASKETBALL/OFFICIAL/SCORER	114.00	Community Services
83031	1/30/2013	SECURAL SECURITY CORP	SECURITY- CPHA CANDIDATE FORUM	112.00	Community Services
82953	1/23/2013	PORTRARO/SAL//	BASKETBALL/OFFICIAL/SCORER	108.00	Community Services
82936	1/23/2013	KOPSTEIN/STEVE//	BASKETBALL/OFFICIAL/SCORER	108.00	Community Services
82978	1/25/2013	US BANK	VISA- PIER 1	105.58	Community Services
82930	1/23/2013	GROSSMAN/MICHAEL//	BASKETBALL/OFFICIAL/SCORER	104.00	Community Services
83050	1/30/2013	WAYNE/TARYN//	RECREATION INSTRUCTOR	102.40	Community Services
82891	1/17/2013	TRI-CO EXTERMINATING CO.	PEST CONTROL SERVICES	100.00	Community Services
82835	1/17/2013	AMERIGAS - OXNARD	PROPANE SERVICE - CREEKSIDE	95.70	Community Services
82952	1/23/2013	PORT-A-STOR INC.	STORAGE - A E WRIGHT	85.00	Community Services
82952	1/23/2013	PORT-A-STOR INC.	STORAGE - LUPIN HILL	85.00	Community Services



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83034	1/30/2013	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	83.74	Community Services
82955	1/23/2013	R AND R PRINTERS	BASEBALL FLYERS	80.75	Community Services
82943	1/23/2013	MAY/STEVEN//	BASKETBALL/OFFICIAL/SCORER	79.00	Community Services
82978	1/25/2013	US BANK	VISA- BED BATH AND BEYOND	76.08	Community Services
82978	1/25/2013	US BANK	VISA- DO IT CENTER	71.78	Community Services
82978	1/25/2013	US BANK	VISA- STAPLES	71.74	Community Services
82978	1/25/2013	US BANK	VISA- CEDAR VALLEY PLUMBING	68.79	Community Services
82978	1/25/2013	US BANK	VISA- RABI INC	65.00	Community Services
82913	1/23/2013	CAHN/TAYLOR//	BASKETBALL/OFFICIAL/SCORER	60.00	Community Services
82978	1/25/2013	US BANK	VISA- BEVERAGES & MORE	58.03	Community Services
82961	1/23/2013	SECURAL SECURITY CORP	ALARM RESPONSE- CREEKSIDE	54.00	Community Services
82948	1/23/2013	MOSTON/PHIL//	BASKETBALL/OFFICIAL/SCORER	48.00	Community Services
82978	1/25/2013	US BANK	VISA- AGOUR LOCK TECH	42.50	Community Services
82909	1/23/2013	AT&T	TELEPHONE SERVICE	40.21	Community Services
82978	1/25/2013	US BANK	VISA- MICHAELS	39.66	Community Services
82978	1/25/2013	US BANK	VISA- PAVILIONS	38.96	Community Services
82978	1/25/2013	US BANK	VISA- MALIBU LAUNDRY	37.00	Community Services
82978	1/25/2013	US BANK	VISA- HARBOR FREIGHTS	36.96	Community Services
82978	1/25/2013	US BANK	VISA- OFFICE DEPOT	35.34	Community Services
82920	1/23/2013	DEPARTMENT OF JUSTICE	STAFF FINGERPRINTING APPS	32.00	Community Services
82978	1/25/2013	US BANK	VISA- TRADER JOES	30.92	Community Services
82946	1/23/2013	MILLER/ZAC//	BASKETBALL/OFFICIAL/SCORER	30.00	Community Services
82978	1/25/2013	US BANK	VISA- WEST HILLS LAWN	27.13	Community Services
82978	1/25/2013	US BANK	VISA- WORLD MARKET	26.97	Community Services
82978	1/25/2013	US BANK	VISA- CA SCIENCE CTR	25.00	Community Services
82887	1/17/2013	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	23.27	Community Services
82978	1/25/2013	US BANK	VISA- 99 CENTS STORE	22.53	Community Services
82891	1/17/2013	TRI-CO EXTERMINATING CO.	PEST CONTROL SERVICES	22.50	Community Services
82978	1/25/2013	US BANK	VISA- BED BATH AND BEYOND	21.74	Community Services
82978	1/25/2013	US BANK	VISA- FRANKLINS HARDWARE	21.73	Community Services
82978	1/25/2013	US BANK	VISA- KAKE KREATIONS	19.55	Community Services
82978	1/25/2013	US BANK	VISA- HOME DEPOT	15.18	Community Services
82978	1/25/2013	US BANK	VISA- BARNES & NOBLE	11.79	Community Services
82978	1/25/2013	US BANK	VISA- ORCHARD SUPPLY	5.43	Community Services
82978	1/25/2013	US BANK	VISA- IKEA	-16.30	Community Services



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Total Amount for 89 Line Item(s) from Community Services				\$21,235.34	
Finance					
82871	1/17/2013	MOSS, LEVY & HARTZHEIM	AUDIT WORK TO DATE FY 11/12	4,000.00	Finance
82828	1/17/2013	ADP, INC	PAYROLL PROCESSING	2,238.73	Finance
82828	1/17/2013	ADP, INC	PAYROLL PROCESSING	872.02	Finance
82828	1/17/2013	ADP, INC	PAYROLL PROCESSING	816.95	Finance
82981	1/30/2013	ADP, INC	PAYROLL PROCESSING	798.97	Finance
82975	1/23/2013	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	146.93	Finance
Total Amount for 6 Line Item(s) from Finance				\$8,873.60	
Klubhouse Preschool					
82876	1/17/2013	PEERLESS BUILDING MAINTENANCE	JANITORIAL SERVICES	980.00	Klubhouse Preschool
82978	1/25/2013	US BANK	VISA- COSTCO	806.80	Klubhouse Preschool
82978	1/25/2013	US BANK	VISA- SMART & FINAL	191.33	Klubhouse Preschool
82933	1/23/2013	KATONA/JOE//	MILK/YOGURT DELIVERY	166.86	Klubhouse Preschool
82860	1/17/2013	KATONA/JOE//	MILK/YOGURT DELIVERY	162.97	Klubhouse Preschool
82891	1/17/2013	TRI-CO EXTERMINATING CO.	PEST CONTROL SERVICES	52.50	Klubhouse Preschool
82978	1/25/2013	US BANK	VISA- ORIENTAL TRADING	21.00	Klubhouse Preschool
82838	1/17/2013	ARROWHEAD	WATER SERVICE	15.57	Klubhouse Preschool
82978	1/25/2013	US BANK	VISA- WALMART	12.81	Klubhouse Preschool
Total Amount for 9 Line Item(s) from Klubhouse Preschool				\$2,409.84	
Library					
82915	1/23/2013	CANON BUSINESS SOLUTIONS, INC.	COPIER SVC PROGRAM- JJM06103	846.83	Library
82954	1/23/2013	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- JAN 13	836.46	Library
82951	1/23/2013	OCLC, INC.	MEMBERSHIP DUES- JAN 2013	610.01	Library
82915	1/23/2013	CANON BUSINESS SOLUTIONS, INC.	COPIER SVC PROGRAM- KNF01496	441.07	Library
83037	1/30/2013	TIME WARNER CABLE	CABLE MODEM- LIBRARY	341.55	Library
82854	1/17/2013	GALE CENGAGE LEARNING	ONLINE BOOK DATABASE	300.00	Library
83019	1/30/2013	LINCOLN NATIONAL LIFE	LIFE & DISABILITY INS- FEB 13	291.54	Library
82858	1/17/2013	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	284.07	Library
82902	1/23/2013	ACORN NEWSPAPER	LEGAL ADVERTISING	232.00	Library
83008	1/30/2013	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	230.83	Library



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82990	1/30/2013	AUDIOGO	BOOKS ON CD	206.91	Library
82992	1/30/2013	BARRY KAY ENTERPRISES, INC.	LIBRARY STAFF T-SHIRTS	174.22	Library
83008	1/30/2013	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	160.44	Library
83023	1/30/2013	MIDWEST TAPE	DVD'S-LIBRARY	160.29	Library
83047	1/30/2013	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	158.44	Library
82988	1/30/2013	AT&T	TELEPHONE SERVICE	149.41	Library
82978	1/25/2013	US BANK	VISA- USPS	137.17	Library
82978	1/25/2013	US BANK	VISA- COSTCO	130.49	Library
82858	1/17/2013	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	109.27	Library
83008	1/30/2013	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	102.73	Library
83008	1/30/2013	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	87.85	Library
82919	1/23/2013	CSAC-EXCESS INSURANCE	EAP/JAN-MAR 2013	79.38	Library
83029	1/30/2013	RECORDED BOOKS, LLC	BOOKS ON CD	76.25	Library
82978	1/25/2013	US BANK	VISA- SMART & FINAL	66.05	Library
82858	1/17/2013	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	65.16	Library
83047	1/30/2013	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	46.69	Library
82978	1/25/2013	US BANK	VISA- SMART & FINAL	44.97	Library
82858	1/17/2013	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	40.54	Library
82978	1/25/2013	US BANK	VISA- USPS	40.00	Library
82978	1/25/2013	US BANK	VISA- RALPHS	38.26	Library
82881	1/17/2013	RECORDED BOOKS, LLC	BOOKS ON CD	35.89	Library
82992	1/30/2013	BARRY KAY ENTERPRISES, INC.	LIBRARY STAFF T-SHIRTS	25.03	Library
83023	1/30/2013	MIDWEST TAPE	DVD'S-LIBRARY	24.34	Library
82978	1/25/2013	US BANK	VISA- RALPHS	17.47	Library
82978	1/25/2013	US BANK	VISA- FRESH BROTHERS	15.17	Library
83008	1/30/2013	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	13.69	Library
82978	1/25/2013	US BANK	VISA- MICHAELS	13.00	Library
83047	1/30/2013	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	10.55	Library
82978	1/25/2013	US BANK	VISA- RALPHS	5.09	Library
82990	1/30/2013	AUDIOGO	BOOKS ON CD	-21.00	Library
Total Amount for 40 Line Item(s) from Library				\$6,628.11	

LMD #22

82865	1/17/2013	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	12,430.52	LMD #22
82974	1/23/2013	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	11,772.92	LMD #22
82974	1/23/2013	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	11,499.83	LMD #22



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82865	1/17/2013	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	6,899.50	LMD #22
82893	1/17/2013	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	5,783.64	LMD #22
82865	1/17/2013	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	5,761.36	LMD #22
82974	1/23/2013	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	5,426.75	LMD #22
82873	1/17/2013	NEWBURY PARK TREE SERVICE INC	TREE TRIMMING/REMOVAL SVCS	5,050.00	LMD #22
82839	1/17/2013	AZTECA LANDSCAPE	LANDSCAPE MAINTENANCE	4,681.33	LMD #22
82974	1/23/2013	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	4,642.83	LMD #22
82974	1/23/2013	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	4,393.25	LMD #22
82893	1/17/2013	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	3,852.05	LMD #22
82974	1/23/2013	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	3,835.67	LMD #22
82974	1/23/2013	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	3,681.25	LMD #22
82974	1/23/2013	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	2,814.08	LMD #22
82865	1/17/2013	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	2,326.97	LMD #22
82865	1/17/2013	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	2,274.52	LMD #22
82974	1/23/2013	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	2,186.73	LMD #22
82873	1/17/2013	NEWBURY PARK TREE SERVICE INC	TREE TRIMMING/REMOVAL SVCS	2,125.00	LMD #22
83046	1/30/2013	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	1,972.25	LMD #22
82865	1/17/2013	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	1,830.41	LMD #22
82974	1/23/2013	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	1,785.73	LMD #22
83046	1/30/2013	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	1,551.20	LMD #22
82865	1/17/2013	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	1,440.67	LMD #22
82865	1/17/2013	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	1,384.15	LMD #22
82865	1/17/2013	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	1,290.55	LMD #22
82865	1/17/2013	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	1,270.73	LMD #22
82974	1/23/2013	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	1,180.44	LMD #22
83018	1/30/2013	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	1,140.53	LMD #22
83046	1/30/2013	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	1,079.00	LMD #22
83046	1/30/2013	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	1,001.95	LMD #22
82893	1/17/2013	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	976.10	LMD #22
83046	1/30/2013	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	797.00	LMD #22
83046	1/30/2013	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	749.00	LMD #22
82893	1/17/2013	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	728.00	LMD #22
83018	1/30/2013	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	723.48	LMD #22
83046	1/30/2013	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	632.50	LMD #22
83046	1/30/2013	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	550.00	LMD #22
83046	1/30/2013	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	490.19	LMD #22
82887	1/17/2013	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	486.17	LMD #22



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82893	1/17/2013	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	450.00	LMD #22
83018	1/30/2013	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	396.68	LMD #22
82911	1/23/2013	AZTECA LANDSCAPE	LANDSCAPE MAINTENANCE	383.55	LMD #22
83046	1/30/2013	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	379.38	LMD #22
82865	1/17/2013	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	321.01	LMD #22
83046	1/30/2013	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	277.24	LMD #22
82887	1/17/2013	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	258.88	LMD #22
82887	1/17/2013	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	235.90	LMD #22
83046	1/30/2013	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	198.10	LMD #22
82865	1/17/2013	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	159.53	LMD #22
82887	1/17/2013	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	144.21	LMD #22
83046	1/30/2013	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	139.00	LMD #22
83046	1/30/2013	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	109.52	LMD #22
83034	1/30/2013	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	98.34	LMD #22
82865	1/17/2013	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	87.10	LMD #22
82887	1/17/2013	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	70.89	LMD #22
82887	1/17/2013	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	70.70	LMD #22
82954	1/23/2013	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- JAN 13	60.40	LMD #22
83019	1/30/2013	LINCOLN NATIONAL LIFE	LIFE & DISABILITY INS- FEB 13	58.03	LMD #22
82887	1/17/2013	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	47.26	LMD #22
82887	1/17/2013	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	46.76	LMD #22
83034	1/30/2013	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	45.81	LMD #22
83034	1/30/2013	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	43.28	LMD #22
83034	1/30/2013	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	41.05	LMD #22
83034	1/30/2013	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	36.13	LMD #22
83034	1/30/2013	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	34.52	LMD #22
83034	1/30/2013	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	26.28	LMD #22
83034	1/30/2013	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	26.00	LMD #22
83034	1/30/2013	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	25.86	LMD #22
83034	1/30/2013	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	25.47	LMD #22
83034	1/30/2013	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	25.41	LMD #22
83034	1/30/2013	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	24.11	LMD #22
82887	1/17/2013	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	23.74	LMD #22
Total Amount for 73 Line Item(s) from LMD #22				\$128,868.39	

LMD #24



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82865	1/17/2013	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	3,082.56	LMD #24
83045	1/30/2013	VANDERGEEST LANDSCAPE CARE INC	LANDSCAPE MAINTENANCE	1,750.49	LMD #24
83045	1/30/2013	VANDERGEEST LANDSCAPE CARE INC	LANDSCAPE MAINTENANCE	1,370.00	LMD #24
83045	1/30/2013	VANDERGEEST LANDSCAPE CARE INC	LANDSCAPE MAINTENANCE	1,170.00	LMD #24
83045	1/30/2013	VANDERGEEST LANDSCAPE CARE INC	LANDSCAPE MAINTENANCE	1,050.00	LMD #24
83045	1/30/2013	VANDERGEEST LANDSCAPE CARE INC	LANDSCAPE MAINTENANCE	870.00	LMD #24
83045	1/30/2013	VANDERGEEST LANDSCAPE CARE INC	LANDSCAPE MAINTENANCE	810.00	LMD #24
83045	1/30/2013	VANDERGEEST LANDSCAPE CARE INC	LANDSCAPE MAINTENANCE	440.45	LMD #24
83045	1/30/2013	VANDERGEEST LANDSCAPE CARE INC	LANDSCAPE MAINTENANCE	256.67	LMD #24
83034	1/30/2013	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	88.62	LMD #24
83034	1/30/2013	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	24.67	LMD #24
83034	1/30/2013	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	24.54	LMD #24
83034	1/30/2013	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	24.54	LMD #24
83019	1/30/2013	LINCOLN NATIONAL LIFE	LIFE & DISABILITY INS- FEB 13	4.14	LMD #24
Total Amount for 14 Line Item(s) from LMD #24				\$10,966.68	
<u>LMD #27</u>					
83045	1/30/2013	VANDERGEEST LANDSCAPE CARE INC	LANDSCAPE MAINTENANCE	1,423.77	LMD #27
83045	1/30/2013	VANDERGEEST LANDSCAPE CARE INC	LANDSCAPE MAINTENANCE	164.27	LMD #27
83019	1/30/2013	LINCOLN NATIONAL LIFE	LIFE & DISABILITY INS- FEB 13	1.04	LMD #27
Total Amount for 3 Line Item(s) from LMD #27				\$1,589.08	
<u>LMD #32</u>					
83045	1/30/2013	VANDERGEEST LANDSCAPE CARE INC	LANDSCAPE MAINTENANCE	2,793.49	LMD #32
82865	1/17/2013	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	743.92	LMD #32
83019	1/30/2013	LINCOLN NATIONAL LIFE	LIFE & DISABILITY INS- FEB 13	1.04	LMD #32
Total Amount for 3 Line Item(s) from LMD #32				\$3,538.45	
<u>LMD 22 - Common Benefit Area</u>					
83046	1/30/2013	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	15,310.07	LMD 22 - Common Benefit Area
82869	1/17/2013	MARINE BIOCHEMISTS OF CA INC	LAKE MAINTENANCE	11,500.00	LMD 22 - Common Benefit Area
82994	1/30/2013	CALIFORNIA CIVIL ENGINEERING	TRAFFIC SIGN MAINTENANCE	10,000.00	LMD 22 - Common Benefit Area
82974	1/23/2013	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	9,175.42	LMD 22 - Common Benefit Area
82974	1/23/2013	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	5,441.08	LMD 22 - Common Benefit Area



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82865	1/17/2013	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	4,183.99	LMD 22 - Common Benefit Area
83046	1/30/2013	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	3,189.48	LMD 22 - Common Benefit Area
82893	1/17/2013	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	2,966.14	LMD 22 - Common Benefit Area
82974	1/23/2013	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	2,308.53	LMD 22 - Common Benefit Area
82974	1/23/2013	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	2,261.67	LMD 22 - Common Benefit Area
83046	1/30/2013	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	2,245.00	LMD 22 - Common Benefit Area
83046	1/30/2013	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	1,850.31	LMD 22 - Common Benefit Area
82887	1/17/2013	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	1,650.66	LMD 22 - Common Benefit Area
83018	1/30/2013	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	1,519.44	LMD 22 - Common Benefit Area
82865	1/17/2013	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	1,512.23	LMD 22 - Common Benefit Area
83046	1/30/2013	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	1,050.00	LMD 22 - Common Benefit Area
83046	1/30/2013	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	895.00	LMD 22 - Common Benefit Area
83046	1/30/2013	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	760.00	LMD 22 - Common Benefit Area
82974	1/23/2013	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	663.97	LMD 22 - Common Benefit Area
83046	1/30/2013	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	638.12	LMD 22 - Common Benefit Area
82887	1/17/2013	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	384.72	LMD 22 - Common Benefit Area
82865	1/17/2013	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	368.71	LMD 22 - Common Benefit Area
83046	1/30/2013	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	303.34	LMD 22 - Common Benefit Area
83034	1/30/2013	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	289.70	LMD 22 - Common Benefit Area
83046	1/30/2013	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	244.50	LMD 22 - Common Benefit Area
82893	1/17/2013	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	225.50	LMD 22 - Common Benefit Area
82887	1/17/2013	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	97.62	LMD 22 - Common Benefit Area
83034	1/30/2013	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	32.74	LMD 22 - Common Benefit Area
83019	1/30/2013	LINCOLN NATIONAL LIFE	LIFE & DISABILITY INS- FEB 13	18.66	LMD 22 - Common Benefit Area
Total Amount for 29 Line Item(s) from LMD 22 - Common Benefit Area				\$81,086.60	

Media Operations

82894	1/17/2013	VERIZON WIRELESS	TELEPHONE SERVICE	1,779.52	Media Operations
82988	1/30/2013	AT&T	TELEPHONE SERVICE	1,371.88	Media Operations
83014	1/30/2013	KRAMER.FIRM, INCORPORATED	TELECOMM CONSULT SVCS	1,130.54	Media Operations
83004	1/30/2013	GRANICUS INC.	WEB ARCHIVING SERVICES	750.00	Media Operations
83009	1/30/2013	INTERNET SPECIALTIES WEST	T-1 LINE MONTHLY FEE	391.71	Media Operations
82972	1/23/2013	TIME WARNER CABLE	CABLE MODEM- CITY HALL	336.80	Media Operations
83022	1/30/2013	MEGAPATH CORPORATION	DSL SERVICE	332.70	Media Operations
82932	1/23/2013	INTERNET SPECIALTIES WEST	T-1 LINE UPGRADE	250.00	Media Operations
82874	1/17/2013	NICKERSON/LAURA//	CTV HOST SERVICES	200.00	Media Operations



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82950	1/23/2013	NICKERSON/LAURA//	CTV HOST SERVICES	200.00	Media Operations
83025	1/30/2013	NATIONAL CAPTIONING INSTITUTE	CLOSED CAPTIONING SVCS	168.00	Media Operations
82978	1/25/2013	US BANK	VISA- IN MOTION HOSTING	140.35	Media Operations
82973	1/23/2013	TRIBUNE MEDIA SERVICES	CTV GUIDE LISTING	86.08	Media Operations
82978	1/25/2013	US BANK	VISA- PONG RESEARCH	85.06	Media Operations
82902	1/23/2013	ACORN NEWSPAPER	CTV ADVERTISING	60.00	Media Operations
82902	1/23/2013	ACORN NEWSPAPER	CTV ADVERTISING	60.00	Media Operations
82902	1/23/2013	ACORN NEWSPAPER	CTV ADVERTISING	60.00	Media Operations
82902	1/23/2013	ACORN NEWSPAPER	CTV ADVERTISING	60.00	Media Operations
82978	1/25/2013	US BANK	VISA- GOTOMYPC.COM	50.85	Media Operations
82910	1/23/2013	AT&T MOBILITY	TELEPHONE SERVICE	45.46	Media Operations
82975	1/23/2013	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	38.10	Media Operations
82978	1/25/2013	US BANK	VISA- AOL SERVICE	17.95	Media Operations
82978	1/25/2013	US BANK	VISA- CALENDAR WIZ	14.00	Media Operations
82978	1/25/2013	US BANK	VISA- RALPHS	8.98	Media Operations
Total Amount for 24 Line Item(s) from Media Operations				\$7,637.98	

Non-Departmental - Finance

83024	1/30/2013	MOUNTAINS RESTORATION TRUST	HEADWATER CORNER O & M	10,000.00	Non-Departmental - Finance
82892	1/17/2013	U.S. BANK TRUST NATIONAL	2005 COP ADMIN FEES	3,135.00	Non-Departmental - Finance
82885	1/17/2013	SECURAL SECURITY CORP	PARKING ENFORCEMENT	2,775.00	Non-Departmental - Finance
83031	1/30/2013	SECURAL SECURITY CORP	PARKING ENFORCEMENT	2,775.00	Non-Departmental - Finance
82859	1/17/2013	IRON MOUNTAIN	STORAGE SERVICES	2,629.58	Non-Departmental - Finance
83042	1/30/2013	U.S. BANK TRUST NATIONAL	2006 COP ADMIN FEES	1,980.00	Non-Departmental - Finance
82978	1/25/2013	US BANK	VISA- STORAGE ETC	1,795.00	Non-Departmental - Finance
82915	1/23/2013	CANON BUSINESS SOLUTIONS, INC.	COPIER SVC PROGRAM- GQM11196	1,792.50	Non-Departmental - Finance
83026	1/30/2013	NBS GOVERNMENT FINANCE GROUP	CONTINUE DISCLOSURE REPORT SVC	723.02	Non-Departmental - Finance
83026	1/30/2013	NBS GOVERNMENT FINANCE GROUP	CONTINUE DISCLOSURE REPORT SVC	681.27	Non-Departmental - Finance
82915	1/23/2013	CANON BUSINESS SOLUTIONS, INC.	COPIER SVC PROGRAM- GPQ10817	525.15	Non-Departmental - Finance
82978	1/25/2013	US BANK	VISA- COSTCO	493.49	Non-Departmental - Finance
82978	1/25/2013	US BANK	VISA- COSTCO	476.62	Non-Departmental - Finance
82897	1/17/2013	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	396.03	Non-Departmental - Finance
82845	1/17/2013	CANON BUSINESS SOLUTIONS, INC.	COPIER SVC PROGRAM- TQH05599	330.00	Non-Departmental - Finance
82877	1/17/2013	PITNEY BOWES INC.	POSTAGE METER LEASE	320.00	Non-Departmental - Finance
82877	1/17/2013	PITNEY BOWES INC.	POSTAGE METER LEASE	284.38	Non-Departmental - Finance
82987	1/30/2013	ARROWHEAD	WATER SERVICE	218.53	Non-Departmental - Finance



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82978	1/25/2013	US BANK	VISA- COFFEE WHOLESALE USA	216.83	Non-Departmental - Finance
82975	1/23/2013	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	166.68	Non-Departmental - Finance
82978	1/25/2013	US BANK	VISA- COSTCO	110.00	Non-Departmental - Finance
82978	1/25/2013	US BANK	VISA- UCLA HEALTH SYSTEM	81.56	Non-Departmental - Finance
83002	1/30/2013	FEDERAL EXPRESS CORP.	COURIER SERVICE	45.05	Non-Departmental - Finance
82978	1/25/2013	US BANK	VISA- KEURIG	27.96	Non-Departmental - Finance
82975	1/23/2013	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	17.65	Non-Departmental - Finance
82978	1/25/2013	US BANK	VISA- RAPLHS	12.12	Non-Departmental - Finance
Total Amount for 26 Line Item(s) from Non-Departmental - Finance				\$32,008.42	

Payroll

82954	1/23/2013	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- JAN 13	10,491.90	Payroll
83019	1/30/2013	LINCOLN NATIONAL LIFE	LIFE & DISABILITY INS- FEB 13	4,165.43	Payroll
82919	1/23/2013	CSAC-EXCESS INSURANCE	EAP/JAN-MAR 2013	1,020.60	Payroll
82836	1/17/2013	APPLE ONE	TEMPORARY EMPLOYMENT SVCS	296.67	Payroll
82986	1/30/2013	APPLE ONE	TEMPORARY EMPLOYMENT SVCS	191.67	Payroll
82908	1/23/2013	APPLE ONE	TEMPORARY EMPLOYMENT SVCS	96.67	Payroll
83027	1/30/2013	P&A ADMINISTRATIVE SVCS INC	FSA MONTHLY ADMIN FEE- FEB 13	67.50	Payroll
Total Amount for 7 Line Item(s) from Payroll				\$16,330.44	

Police / Fire / Safety

83016	1/30/2013	L.A. CO. SHERIFF'S DEPT.	SHERIFF SVCS- DEC 2012	336,316.69	Police / Fire / Safety
83016	1/30/2013	L.A. CO. SHERIFF'S DEPT.	SHERIFF SVCS- DEC 2012	13,825.40	Police / Fire / Safety
83016	1/30/2013	L.A. CO. SHERIFF'S DEPT.	SHERIFF SVCS- STAR PROGRAM	6,193.49	Police / Fire / Safety
83016	1/30/2013	L.A. CO. SHERIFF'S DEPT.	SHERIFF SVCS- VIEWPOINT	2,260.18	Police / Fire / Safety
82937	1/23/2013	L.A. CO. DEPT. OF ANIMAL CARE	ANIMAL HOUSING SVCS- DEC 12	1,693.88	Police / Fire / Safety
83016	1/30/2013	L.A. CO. SHERIFF'S DEPT.	SHERIFF SVCS- PARK EST	898.56	Police / Fire / Safety
83016	1/30/2013	L.A. CO. SHERIFF'S DEPT.	SHERIFF SVCS- THE OAKS	748.80	Police / Fire / Safety
83016	1/30/2013	L.A. CO. SHERIFF'S DEPT.	SHERIFF SVCS- CHS FUN RUN	647.24	Police / Fire / Safety
82864	1/17/2013	KUSTOM SIGNALS, INC.	LASER EQUIPMENT REPAIRS	457.13	Police / Fire / Safety
83016	1/30/2013	L.A. CO. SHERIFF'S DEPT.	SHERIFF SVCS- FINGERPRINT	130.32	Police / Fire / Safety
Total Amount for 10 Line Item(s) from Police / Fire / Safety				\$363,171.69	

Public Safety & Emergency Preparedness



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82995	1/30/2013	CESA-SC	EMERGENCY SVCS MEMBERSHIP	175.00	Public Safety & Emergency Preparedness
82978	1/25/2013	US BANK	VISA- AED SUPERSTORE	97.28	Public Safety & Emergency Preparedness
83020	1/30/2013	MACKAY COMMUNICATIONS, INC.	SATELLITE PHONE SERVICE	35.70	Public Safety & Emergency Preparedness
83020	1/30/2013	MACKAY COMMUNICATIONS, INC.	SATELLITE PHONE SERVICE	35.70	Public Safety & Emergency Preparedness
83020	1/30/2013	MACKAY COMMUNICATIONS, INC.	SATELLITE PHONE SERVICE	35.70	Public Safety & Emergency Preparedness
Total Amount for 5 Line Item(s) from Public Safety & Emergency Preparedness				\$379.38	

Public Works

82830	1/17/2013	ALL AMERICAN ASPHALT	2013 CITYWIDE OVERLAY PROJ	222,447.22	Public Works
83046	1/30/2013	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- PARKS	17,802.85	Public Works
82890	1/17/2013	TREE SPECIALIST	DEBRIS REMOVAL & CLEANUP	15,467.58	Public Works
83040	1/30/2013	TREE SPECIALIST	DEBRIS REMOVAL & CLEANUP	14,626.35	Public Works
83044	1/30/2013	VALLEY CREST LANDSCAPE, INC.	LANDSCAPE MAINTENANCE	11,533.30	Public Works
82883	1/17/2013	RUIZ CONCRETE & PAVING INC.	STREET REPAIRS	7,132.80	Public Works
82997	1/30/2013	CLEANSTREET INC	MONTHLY SVC - STREET SWEEPING	6,632.71	Public Works
82883	1/17/2013	RUIZ CONCRETE & PAVING INC.	STREET REPAIRS	6,364.24	Public Works
82865	1/17/2013	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	4,143.67	Public Works
83051	1/30/2013	WILHELM/RICHARD//	FIELD INVESTIGTN/DRAFTING SVCS	3,575.00	Public Works
82899	1/17/2013	WILHELM/RICHARD//	FIELD INVESTIGTN/DRAFTING SVCS	3,355.00	Public Works
82878	1/17/2013	PRECISION CONCRETE CUTTING	STREET REPAIRS	2,988.14	Public Works
82983	1/30/2013	ALL AMERICAN ASPHALT	2013 CITYWIDE OVERLAY PROJ	2,640.00	Public Works
82844	1/17/2013	CALIFORNIA RECYCLES	BATTERY RECYCLING	2,587.10	Public Works
82900	1/17/2013	WILLDAN ASSOCIATES INC.	PUBLIC WORKS SERVICES	1,925.00	Public Works
82844	1/17/2013	CALIFORNIA RECYCLES	BATTERY RECYCLING	1,616.90	Public Works
82844	1/17/2013	CALIFORNIA RECYCLES	BATTERY RECYCLING	1,502.80	Public Works
82865	1/17/2013	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	1,297.04	Public Works
83046	1/30/2013	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- PARKS	1,207.37	Public Works
82900	1/17/2013	WILLDAN ASSOCIATES INC.	PUBLIC WORKS SERVICES	1,170.00	Public Works
83018	1/30/2013	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	1,133.95	Public Works
83053	1/30/2013	ZOLOTAREVA/ANNA//	ENGINEER CONSULTING	940.00	Public Works
82978	1/25/2013	US BANK	VISA- BARNES & NOBLE	700.10	Public Works
82857	1/17/2013	GRAYSON/SIARA//	ENGINEER CONSULTING	700.00	Public Works
82884	1/17/2013	SANCHEZ/MARK L.//	INSPECTION SERVICES	680.00	Public Works
82959	1/23/2013	SANCHEZ/MARK L.//	INSPECTION SERVICES	680.00	Public Works
83030	1/30/2013	SANCHEZ/MARK L.//	INSPECTION SERVICES	680.00	Public Works
82857	1/17/2013	GRAYSON/SIARA//	ENGINEER CONSULTING	640.00	Public Works



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82917	1/23/2013	CONEJO AWARDS	TILE PLAQUES	636.40	Public Works
82929	1/23/2013	GRAYSON/SIARA//	ENGINEER CONSULTING	605.00	Public Works
83005	1/30/2013	GRAYSON/SIARA//	ENGINEER CONSULTING	565.00	Public Works
82901	1/17/2013	ZOLOTAREVA/ANNA//	ENGINEER CONSULTING	550.00	Public Works
82978	1/25/2013	US BANK	VISA- ALBERTSONS	450.00	Public Works
82938	1/23/2013	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	343.25	Public Works
82902	1/23/2013	ACORN NEWSPAPER	RECYCLING ADVERTISING	302.82	Public Works
83045	1/30/2013	VANDERGEEST LANDSCAPE CARE INC	LANDSCAPE MAINTENANCE	200.00	Public Works
82978	1/25/2013	US BANK	VISA- TARGET	200.00	Public Works
82978	1/25/2013	US BANK	VISA- RAPLHS	200.00	Public Works
82978	1/25/2013	US BANK	VISA- LANDS END	188.91	Public Works
82938	1/23/2013	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	179.31	Public Works
82978	1/25/2013	US BANK	VISA- APWA	130.00	Public Works
82938	1/23/2013	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	124.27	Public Works
82978	1/25/2013	US BANK	VISA- MICHAELS	121.80	Public Works
82978	1/25/2013	US BANK	VISA- TRADER JOES	100.00	Public Works
82978	1/25/2013	US BANK	VISA- CORNER BAKERY	100.00	Public Works
82991	1/30/2013	BALL/STEVE//	REIMBURSE LUNCH MEETING	77.32	Public Works
82978	1/25/2013	US BANK	VISA- CA CODE ENFORCEMENT	75.00	Public Works
82837	1/17/2013	ARC	COPY/PRINTING SERVICE	61.97	Public Works
82978	1/25/2013	US BANK	VISA- UCD NATURAL RESOURCE	50.00	Public Works
83018	1/30/2013	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	42.37	Public Works
83046	1/30/2013	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- PARKS	33.00	Public Works
82887	1/17/2013	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	32.67	Public Works
83034	1/30/2013	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	25.23	Public Works
83034	1/30/2013	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	24.68	Public Works
83043	1/30/2013	UNDERGROUND SERVICE ALERT	MONTHLY MEMBERSHIP FEE	24.00	Public Works
82887	1/17/2013	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	22.88	Public Works
82887	1/17/2013	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	22.74	Public Works

Total Amount for 57 Line Item(s) from Public Works

\$341,657.74

Recoverable / Refund / Liability

83027	1/30/2013	P&A ADMINISTRATIVE SVCS INC	FSA-MEDICAL CARE REIMBURSEMENT	2,580.98	Recoverable / Refund / Liability
82841	1/17/2013	C.A. RASMUSSEN, INC.	2012 CITYWIDE RESURFACING PROJ	1,500.00	Recoverable / Refund / Liability
83027	1/30/2013	P&A ADMINISTRATIVE SVCS INC	FSA-MEDICAL CARE REIMBURSEMENT	1,220.00	Recoverable / Refund / Liability
82849	1/17/2013	DEPARTMENT OF CONSERVATION	4TH QUARTER 2012 SMIP FEE	1,143.70	Recoverable / Refund / Liability



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82870	1/17/2013	MILBRAND/KATHLEEN//	EMPLOYEE COMPUTER LOAN	915.33	Recoverable / Refund / Liability
82843	1/17/2013	CALIFORNIA BUILDING STANDARDS	4TH QTR 2012 GREEN BLDG FEE	568.80	Recoverable / Refund / Liability
82875	1/17/2013	P&A ADMINISTRATIVE SVCS INC	FSA-MEDICAL CARE REIMBURSEMENT	336.20	Recoverable / Refund / Liability
82888	1/17/2013	STATE DISBURSMENT	WAGE GARNISHMENT- 12/28/12	289.74	Recoverable / Refund / Liability
83035	1/30/2013	STATE DISBURSMENT	WAGE GARNISHMENT- 1/25/13	289.74	Recoverable / Refund / Liability
82853	1/17/2013	FRANCHISE TAX BOARD	WAGE GARNISHMENT- 12/28/12	201.22	Recoverable / Refund / Liability
83003	1/30/2013	FRANCHISE TAX BOARD	WAGE GARNISHMENT- 1/25/13	201.22	Recoverable / Refund / Liability
82968	1/23/2013	STATE DISBURSMENT	WAGE GARNISHMENT- 1/11/13	171.67	Recoverable / Refund / Liability
82875	1/17/2013	P&A ADMINISTRATIVE SVCS INC	FSA-MEDICAL CARE REIMBURSEMENT	121.00	Recoverable / Refund / Liability
82855	1/17/2013	GHODS/KATAYOUN//	REFUND FACILITY RENTAL	110.00	Recoverable / Refund / Liability
82855	1/17/2013	GHODS/KATAYOUN//	REFUND FACILITY RENTAL	83.50	Recoverable / Refund / Liability
83036	1/30/2013	STEINBERGER/MIMI//	RECREATION REFUND	75.00	Recoverable / Refund / Liability
83010	1/30/2013	JAYSEN/HELENE//	PARTIAL REFUND BUS PASS	30.00	Recoverable / Refund / Liability
82983	1/30/2013	ALL AMERICAN ASPHALT	2013 CITYWIDE OVERLAY PROJ	-132.00	Recoverable / Refund / Liability
82841	1/17/2013	C.A. RASMUSSEN, INC.	SAFE ROUTES TO SCHOOL PROJ	-5,376.23	Recoverable / Refund / Liability
82830	1/17/2013	ALL AMERICAN ASPHALT	2013 CITYWIDE OVERLAY PROJ	-11,122.36	Recoverable / Refund / Liability
Total Amount for 20 Line Item(s) from Recoverable / Refund / Liability				<u><u>-\$6,792.49</u></u>	

Tennis & Swim Center

83018	1/30/2013	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	2,572.14	Tennis & Swim Center
82926	1/23/2013	GONZALES MASONRY	CONCRETE REPAIRS- T&SC	2,150.00	Tennis & Swim Center
83034	1/30/2013	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	1,495.27	Tennis & Swim Center
82978	1/25/2013	US BANK	VISA- CLAIM JUMPERS	1,472.33	Tennis & Swim Center
82895	1/17/2013	VIEWPOINT EDUCATIONAL	POOL RENTAL	1,068.75	Tennis & Swim Center
82833	1/17/2013	ALLIANT INSURANCE SERVICES INC	SPECIAL EVENTS INS- T&SC	1,060.45	Tennis & Swim Center
82895	1/17/2013	VIEWPOINT EDUCATIONAL	POOL RENTAL	990.00	Tennis & Swim Center
82978	1/25/2013	US BANK	VISA- SPECIALTY FITNESS	722.92	Tennis & Swim Center
82978	1/25/2013	US BANK	VISA- TRUE PLUMBING	700.00	Tennis & Swim Center
82978	1/25/2013	US BANK	VISA- SALSBURY INDUSTRIES	682.73	Tennis & Swim Center
82921	1/23/2013	DNA ELECTRIC	ELECTRICAL REPAIRS	620.00	Tennis & Swim Center
82978	1/25/2013	US BANK	VISA- HOME DEPOT	569.38	Tennis & Swim Center
83038	1/30/2013	TOP SEED TENNIS ACADEMY, INC.	RECREATION INSTRUCTOR	542.58	Tennis & Swim Center
82960	1/23/2013	SEAN MICHAEL CATERING	SOCIAL EXPENSE- AQUA FIT	533.83	Tennis & Swim Center
82846	1/17/2013	COMMERCIAL AQUATIC SVCS INC	POOL SERVICE/REPAIR	517.04	Tennis & Swim Center
82898	1/17/2013	WATERLINE TECHNOLOGIES INC	POOL CHEMICALS	503.58	Tennis & Swim Center
82978	1/25/2013	US BANK	VISA- LIGHT BULBS UNLIMITED	500.60	Tennis & Swim Center



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82978	1/25/2013	US BANK	VISA- TARGET	468.56	Tennis & Swim Center
83046	1/30/2013	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- T&SC	430.18	Tennis & Swim Center
83048	1/30/2013	WATERLINE TECHNOLOGIES INC	POOL CHEMICALS	374.54	Tennis & Swim Center
82978	1/25/2013	US BANK	VISA- ADOLPH KIEFER	368.60	Tennis & Swim Center
82978	1/25/2013	US BANK	VISA- MICHAELS	353.29	Tennis & Swim Center
82862	1/17/2013	KNORR SYSTEMS, INC.	POOL VACUUM PARTS	337.89	Tennis & Swim Center
82978	1/25/2013	US BANK	VISA- SUPER A CLEANERS	335.00	Tennis & Swim Center
82976	1/23/2013	WATERLINE TECHNOLOGIES INC	POOL CHEMICALS	331.73	Tennis & Swim Center
82954	1/23/2013	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- JAN 13	287.81	Tennis & Swim Center
83041	1/30/2013	TRI-CO EXTERMINATING CO.	PEST CONTROL SERVICES	230.00	Tennis & Swim Center
83048	1/30/2013	WATERLINE TECHNOLOGIES INC	POOL CHEMICALS	229.87	Tennis & Swim Center
83048	1/30/2013	WATERLINE TECHNOLOGIES INC	POOL CHEMICALS	228.90	Tennis & Swim Center
82898	1/17/2013	WATERLINE TECHNOLOGIES INC	POOL CHEMICALS	227.35	Tennis & Swim Center
82976	1/23/2013	WATERLINE TECHNOLOGIES INC	POOL CHEMICALS	217.64	Tennis & Swim Center
82978	1/25/2013	US BANK	VISA- SMART & FINAL	205.41	Tennis & Swim Center
82889	1/17/2013	TIME WARNER CABLE	CABLE MODEM/HDTV- T&SC	171.42	Tennis & Swim Center
82898	1/17/2013	WATERLINE TECHNOLOGIES INC	POOL CHEMICALS	167.86	Tennis & Swim Center
83048	1/30/2013	WATERLINE TECHNOLOGIES INC	POOL CHEMICALS	161.38	Tennis & Swim Center
83019	1/30/2013	LINCOLN NATIONAL LIFE	LIFE & DISABILITY INS- FEB 13	154.11	Tennis & Swim Center
82976	1/23/2013	WATERLINE TECHNOLOGIES INC	POOL CHEMICALS	152.60	Tennis & Swim Center
82978	1/25/2013	US BANK	VISA- STAPLES	140.94	Tennis & Swim Center
82978	1/25/2013	US BANK	VISA- US RESEARCH & CHEMICAL	133.22	Tennis & Swim Center
82851	1/17/2013	DNA ELECTRIC	ELECTRICAL REPAIRS	130.00	Tennis & Swim Center
82978	1/25/2013	US BANK	VISA- AMAZON MARKETPLACE	106.74	Tennis & Swim Center
82954	1/23/2013	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- JAN 13	104.83	Tennis & Swim Center
82978	1/25/2013	US BANK	VISA- VAL SURF	91.89	Tennis & Swim Center
82866	1/17/2013	LITTLEJOHN COMMUNICATIONS INC	PAY PHONE SVC OCT-DEC 2012	90.00	Tennis & Swim Center
82978	1/25/2013	US BANK	VISA- SPORT CHALET	73.82	Tennis & Swim Center
82861	1/17/2013	KISHIMOTO/RAINE//	REIMB MILEAGE - NOV-DEC 2012	71.04	Tennis & Swim Center
82978	1/25/2013	US BANK	VISA- SHELL OIL	67.92	Tennis & Swim Center
82978	1/25/2013	US BANK	VISA- VISTA PAINT	64.91	Tennis & Swim Center
82978	1/25/2013	US BANK	VISA- HOME DEPOT	64.82	Tennis & Swim Center
82978	1/25/2013	US BANK	VISA- CONSTANT CONTACT	60.00	Tennis & Swim Center
82898	1/17/2013	WATERLINE TECHNOLOGIES INC	POOL CHEMICALS	57.33	Tennis & Swim Center
82978	1/25/2013	US BANK	VISA- VONS	55.41	Tennis & Swim Center
83031	1/30/2013	SECURAL SECURITY CORP	ALARM RESPONSE- T&SC	54.90	Tennis & Swim Center
82978	1/25/2013	US BANK	VISA- WALMART	54.23	Tennis & Swim Center



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83019	1/30/2013	LINCOLN NATIONAL LIFE	LIFE & DISABILITY INS- FEB 13	49.14	Tennis & Swim Center
82978	1/25/2013	US BANK	VISA- COFFEE BEAN STORE	47.85	Tennis & Swim Center
82978	1/25/2013	US BANK	VISA- USTA	46.00	Tennis & Swim Center
83013	1/30/2013	KNORR SYSTEMS, INC.	POOL VACUUM PARTS	41.99	Tennis & Swim Center
82978	1/25/2013	US BANK	VISA- DOLLAR TREE	39.10	Tennis & Swim Center
82978	1/25/2013	US BANK	VISA- TARGET	37.06	Tennis & Swim Center
82978	1/25/2013	US BANK	VISA- FEDEX OFFICE	36.70	Tennis & Swim Center
82919	1/23/2013	CSAC-EXCESS INSURANCE	EAP/JAN-MAR 2013	34.02	Tennis & Swim Center
82978	1/25/2013	US BANK	VISA- HOME GOODS	32.59	Tennis & Swim Center
82978	1/25/2013	US BANK	VISA- PARTY CITY	29.07	Tennis & Swim Center
82978	1/25/2013	US BANK	VISA- RITE AID	28.79	Tennis & Swim Center
82982	1/30/2013	AIRGAS- WEST	TC HELIUM	25.00	Tennis & Swim Center
82978	1/25/2013	US BANK	VISA- FRANKLINS HARDWARE	24.19	Tennis & Swim Center
82982	1/30/2013	AIRGAS- WEST	TC HELIUM	19.48	Tennis & Swim Center
82829	1/17/2013	AIRGAS- WEST	TC HELIUM	19.15	Tennis & Swim Center
82978	1/25/2013	US BANK	VISA- COMPLIANCE ESIGNS	16.40	Tennis & Swim Center
82978	1/25/2013	US BANK	VISA- TOPANGA CUSTOMIZE IT	16.31	Tennis & Swim Center
82978	1/25/2013	US BANK	VISA- OFFICE DEPOT	16.29	Tennis & Swim Center
82919	1/23/2013	CSAC-EXCESS INSURANCE	EAP/JAN-MAR 2013	11.34	Tennis & Swim Center
82934	1/23/2013	KNORR SYSTEMS, INC.	POOL VACUUM PARTS	10.33	Tennis & Swim Center
82978	1/25/2013	US BANK	VISA- SPOKE N WHEEL	6.00	Tennis & Swim Center
83048	1/30/2013	WATERLINE TECHNOLOGIES INC	POOL CHEMICALS	-184.88	Tennis & Swim Center
Total Amount for 76 Line Item(s) from Tennis & Swim Center				\$23,959.66	

Transportation

82841	1/17/2013	C.A. RASMUSSEN, INC.	SAFE ROUTES TO SCHOOL PROJ	107,524.58	Transportation
82850	1/17/2013	DIAMOND WEST ENGINEERING, INC	ENGINEER CONSULTING	12,950.00	Transportation
82979	1/30/2013	A2B TRANSPORTATION COMPANY LLC	DIAL-A-RIDE JAN 2013	6,914.19	Transportation
82935	1/23/2013	KOA CORPORATION	CALABASAS ON-CALL SERVICES	6,854.35	Transportation
82831	1/17/2013	ALL CITY MANAGEMENT SVCS, INC.	SCHOOL CROSSING GUARD SVCS	4,635.40	Transportation
83021	1/30/2013	MALIBU CANYON SHELL	FUEL CHARGES- JAN 2012 (1/2)	4,208.23	Transportation
82868	1/17/2013	MALIBU CANYON SHELL	FUEL CHARGES- DEC 2012 (2/2)	3,337.28	Transportation
82966	1/23/2013	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	3,072.30	Transportation
82906	1/23/2013	AMERICAN HONDA FINANCE CORP	LEASE PAYMENT- FEB 2013	2,964.78	Transportation
82984	1/30/2013	ALL CITY MANAGEMENT SVCS, INC.	SCHOOL CROSSING GUARD SVCS	2,317.70	Transportation
82984	1/30/2013	ALL CITY MANAGEMENT SVCS, INC.	SCHOOL CROSSING GUARD SVCS	2,317.70	Transportation



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82863	1/17/2013	KOA CORPORATION	CALABASAS ON-CALL SERVICES	2,257.50	Transportation
82964	1/23/2013	SIEMENS INDUSTRY INC.	TRAFFIC SIGN MAINTENANCE	1,690.00	Transportation
83032	1/30/2013	SIEMENS INDUSTRY INC.	TRAFFIC SIGN MAINTENANCE	1,690.00	Transportation
83034	1/30/2013	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	829.89	Transportation
83001	1/30/2013	DEPARTMENT OF TRANSPORTATION	TRAFFIC SIGNALS/LIGHTING	620.05	Transportation
82872	1/17/2013	MV TRANSPORTATION, INC.	SHUTTLE FUEL COST- DEC 2012	414.35	Transportation
82978	1/25/2013	US BANK	VISA- REGAL GIFT CERT	390.00	Transportation
83034	1/30/2013	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	290.27	Transportation
83001	1/30/2013	DEPARTMENT OF TRANSPORTATION	TRAFFIC SIGNALS/LIGHTING	236.97	Transportation
82975	1/23/2013	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	196.15	Transportation
82978	1/25/2013	US BANK	VISA- SHELL OIL	179.66	Transportation
82865	1/17/2013	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	161.25	Transportation
83017	1/30/2013	LA DWP	METER SERVICE - TRAFFIC LIGHT	144.45	Transportation
82897	1/17/2013	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	141.32	Transportation
82978	1/25/2013	US BANK	VISA- CAD CHEVY SVCS	80.32	Transportation
82978	1/25/2013	US BANK	VISA- CLEAN ENERGY	72.56	Transportation
82978	1/25/2013	US BANK	VISA- UNION 76	70.27	Transportation
83034	1/30/2013	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	66.69	Transportation
83034	1/30/2013	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	64.74	Transportation
82975	1/23/2013	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	63.01	Transportation
83039	1/30/2013	TRAFFIC MANAGEMENT, INC.	TRAFFIC SIGNS	57.25	Transportation
82978	1/25/2013	US BANK	VISA- SHELL OIL	51.46	Transportation
83034	1/30/2013	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	47.51	Transportation
82978	1/25/2013	US BANK	VISA- UNION 76	42.00	Transportation
83034	1/30/2013	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	41.56	Transportation
82978	1/25/2013	US BANK	VISA- EXXON MOBIL	40.25	Transportation
83034	1/30/2013	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	39.32	Transportation
83034	1/30/2013	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	38.49	Transportation
82978	1/25/2013	US BANK	VISA- UNION 76	37.87	Transportation
82978	1/25/2013	US BANK	VISA- EXXON MOBIL	34.47	Transportation
82978	1/25/2013	US BANK	VISA- UNION 76	34.24	Transportation
82978	1/25/2013	US BANK	VISA- UNION 76	31.04	Transportation
83034	1/30/2013	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	29.32	Transportation
83034	1/30/2013	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	29.32	Transportation
82887	1/17/2013	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	23.68	Transportation
82978	1/25/2013	US BANK	VISA- EXXON MOBIL	8.00	Transportation



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Total Amount for 47 Line Item(s) from Transportation				\$167,341.74	
GRAND TOTAL for 640 Line Items				\$1,374,364.69	

FUTURE AGENDA ITEMS

Department Agenda Headings Agenda Title/Future Agenda

27-Feb

PW	Presentation	Waste collection
CS	Consent	Recommendation to renew facility use agreement with Little Learners, LLC, for the operation of after school and seasonal camp programs

Future Items:

CD	New Business	Annual housing element report 3/13
	New Business	COG presentation/update
CC	New Business	Discussion regarding Commission appointments
Council	New Business	Council Protocols
CC	Update	Electronic Document Management
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

27-Feb	24-Jul Cancelled
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
	25-Dec - Cancelled