



CITY *of* CALABASAS

**CITY COUNCIL AGENDA  
REGULAR MEETING – WEDNESDAY, FEBRUARY 22, 2017  
CITY HALL COUNCIL CHAMBERS  
100 CIVIC CENTER WAY, CALABASAS  
[www.cityofcalabasas.com](http://www.cityofcalabasas.com)**

**MAYOR MAURER – WILL PARTICIPATE VIA AUDIO TELECONFERENCE  
FROM  
Hilton Garden Inn Folsom  
221 Iron Point Road  
Folsom, CA 95630**

The starting times listed for each agenda item should be considered as a guide only. The City Council reserves the right to alter the order of the agenda to allow for an effective meeting. Attendance at the entire meeting may be necessary to ensure interested parties hear a particular item. The public may speak on a closed session item prior to Council's discussion. To do so, a speaker card must be submitted to the City Clerk at least five minutes prior to the start of closed session. The City values and invites written comments from residents on matters set for Council consideration. **In order to provide councilmembers ample time to review all correspondence, any written communication must be submitted to the City Clerk's office before 5:00 p.m. on the Monday prior to the meeting.**

**OPENING MATTERS – 7:00 P.M.**

Call to Order/Roll Call of Councilmembers  
Pledge of Allegiance by Boy Scout Pack 333 – Tigers  
Approval of Agenda

**PRESENTATIONS – 7:10 P.M.**

- [2017 Legislative update by California Highway Patrol Officer, Leland Tang](#)

**ANNOUNCEMENTS/INTRODUCTIONS – 7:40 P.M.**

**ORAL COMMUNICATION – PUBLIC COMMENT – 7:50 P.M.**

**CONSENT ITEMS – 7:55 P.M.**

1. [Approval of meeting minutes from February 8, 2017](#)

2. [Consideration of letter of support regarding the West Los Angeles Veterans' Administration Master Plan](#)
3. [Amended employment contract-cost of living and vacation adjustment for City Manager and addition of required language related to penalties for commission of crimes involving his office](#)
4. [Approval of appointment of Jason Sperling Reich to the Traffic and Transportation Commission \(Shapiro\)](#)
5. [Recommendation to award three year professional services agreements to Venco Western, Inc. for the landscape maintenance of the common areas located within the homeowner associations: Calabasas Park Estates, Zone 8 and Palatino, Zone 14 within Landscape Lighting Act District 22 in the City of Calabasas in an amount not to exceed \\$2,065,000](#)
6. [Adoption of Ordinance No. 2017-347, a proposed amendment to Chapter 17.12.170 of the Calabasas Municipal Code by updating the standards and requirements applied to the development of accessory dwelling units \(also referred to as second units, in-law units, or granny flats\), as required to comply with the new California law](#)
7. [Adoption of Ordinance No. 2017-349, the California Code of Regulations – Title 24, the 2016 California Building Standards Code Parts 1 through 12 and adopting local amendments thereto, and expedited permitting procedures for Electrical Vehicle Charging Stations](#)

#### **OLD BUSINESS – 8:10 P.M.**

8. [Adoption of Resolution No. 2017-1546 establishing public meetings for large development projects](#)

#### **NEW BUSINESS – 8:45 P.M.**

9. [Consideration of a request from applicant Alan Dabach for a refund of variance and public hearing notification fees in the amount of \\$1,615.28](#)
10. [Update to Council and discussion on the recent construction at 3121 Old Topanga Canyon Road](#)

#### **INFORMATIONAL REPORTS – 9:40 P.M.**

11. [Check Register for the period of February 1-7, 2017](#)

**TASK FORCE REPORTS – 9:45 P.M.**

**CITY MANAGER’S REPORT – 9:50 P.M.**

**FUTURE AGENDA ITEMS – 9:55 P.M.**

**ADJOURN – 10:00 P.M.**

The City Council will adjourn to their next regular meeting scheduled on Wednesday, March 8, 2017, at 7: 00 p.m.

## **ACKNOWLEDGMENTS**

This 2017 Legislative Update Digest was prepared and published by the California Peace Officers' Association (CPOA) in cooperation with the Office of the California Attorney General and the California Highway Patrol.

CPOA, in conjunction with the California Attorney General's Office and the California Highway Patrol, are responsible for the overall research and compilation of the bills contained in this digest.

CPOA wishes to thank and commend Hon. Kamala D. Harris, California Attorney General and Joe Farrow, Commissioner of the California Highway Patrol for volunteering the services of highly qualified personnel to make presentations at the 2017 Legislative Update seminars.

CPOA's Legislative & Region Affairs Representative is Shaun Rundle. Any inquiries regarding the content of this digest should be directed to him at 916-520-2248, or via email at: [SRundle@cpoa.org](mailto:SRundle@cpoa.org).

# 2017 California Legislative Update Digest

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**DEPARTMENT OF CORRECTIONS / PAROLE**

## **PAROLE: MEDICAL PAROLE: COMPASSIONATE RELEASE**

**Penal Code Sections 3550 (Amend) and 1170.02 (Add)**

**Chapter 886/ [SB 6 \(Galgiani\)](#)**

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### **SUMMARY:**

Makes an individual who killed a peace officer ineligible for compassionate release or medical parole.

### **HIGHLIGHTS:**

- Provides that the compassionate release provisions do not apply if a person was convicted of first degree murder of a peace officer who was killed while engaged in the performance of his or her duties and the individual knew or should have known that the victim was a peace officer.
- Provides that the compassionate release provisions do not apply if a person was convicted of murder of a peace officer or former peace officer who was intentionally murdered in retaliation for the performance of his or her official duties and the defendant was sentenced after January 1, 2016.
- Provides that a prisoner who was convicted of first degree murder of a peace officer who the prisoner knew or should have known was in the performance of his or her duties is not eligible for medical parole.
- Provides that a prisoner who was convicted of murder of a peace officer or former peace officer who was intentionally murdered in retaliation for the performance of his or her official duties and the defendant was sentenced after January 1, 2016, shall not be eligible for medical parole.

### **WHAT THIS BILL MEANS TO LAW ENFORCEMENT**

No immediate impact.

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**CPOA Position:** Support

### **NOTES:**

## **PRISONERS: SEGREGATION HOUSING**

### **Penal Code Section 2933.6 (Repeal and Add)**

Chapter 191/ [SB 759 \(Anderson\)](#)

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#### **SUMMARY:**

Requires CDCR to establish regulations to allow specified inmates placed in segregated housing to earn credits, as specified.

#### **HIGHLIGHTS:**

- Repeals current provisions regarding ineligibility to earn credits and instead require the department, no later than July 1, 2017, to establish regulations to allow specified inmates placed in segregation housing to earn credits during the time he or she is in segregation housing.

#### **WHAT THIS BILL MEANS TO LAW ENFORCEMENT**

No immediate impact.

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**CPOA Position:** None

#### **NOTES:**

## **MENTALLY ILL PRISONERS**

### **Penal Code Section 2962 (Amend)**

Chapter 430/ [SB 1295 \(Nielsen\)](#)

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#### **SUMMARY:**

Allows documentary and other specified hearsay evidence to prove that an alleged mentally disordered offenders (MDO) crime of commitment to prison qualified as a violent crime under the MDO law.

#### **HIGHLIGHTS:**

- Provides that documentary evidence to establish the qualifying violent nature of the inmate's offense or offenses includes, but is not limited to, preliminary hearing and trial transcripts, probation and sentencing reports and DSH evaluations.

#### **WHAT THIS BILL MEANS TO LAW ENFORCEMENT**

No immediate impact.

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**CPOA Position:** None

#### **NOTES:**

## **CIVIL PROCEDURE / COURT ORDERS**

## **CRIMINAL PROCEDURE: NOTICE TO APPEAR**

### **Penal Code Section 853.9 (Amend)**

Chapter 19/ [AB 1927 \(Lackey\)](#)

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#### **SUMMARY:**

Specifies that if a notice to appear in court (citation) is being transmitted in electronic form, the copy of the notice issued to the arrested person need not include the signature of the arrested person, unless specifically requested by the arrested person.

#### **HIGHLIGHTS:**

- The original citation being transmitted in electronic form must be signed by the arrestee, even if the copy given to the arrestee does not include a signature.

#### **WHAT THIS BILL MEANS TO LAW ENFORCEMENT**

May just lessen a detention process by not requiring signatures on both the original and copy of the citation.

---

**CPOA Position:** None

#### **NOTES:**



## **PEACE OFFICERS: CIVILIAN COMPLAINTS**

**Government Code Section 8332 (Amend), Penal Code Sections 148.6, 832.18, 13010.5, 13012, and 13012.5 (Amend), and Vehicle Code Section 41603 (Amend)**

Chapter 99/ [AB 1953 \(Weber\)](#)

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### **SUMMARY:**

Makes technical changes throughout sections of the Penal, Vehicle and Government Codes replacing the term "citizen" with "civilian" to accurately reflect the term currently used by law enforcement agencies to track complaints on a local, state and federal level.

### **WHAT THIS BILL MEANS TO LAW ENFORCEMENT**

No immediate impact.

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**CPOA Position:** None

### **NOTES:**

## **RESTITUTION FOR CRIMES**

**Penal Code Sections 186.11, 186.12, 1202.4, and 1202.46 (Amend)**

**Chapter 37/ [AB 2295 \(Baker\)](#)**

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### **SUMMARY:**

Conforms statutory restitution provisions to the requirement in the California Constitution that each victim is entitled restitution from the perpetrator of the crime in which the victim suffered a loss.

### **HIGHLIGHTS:**

- Eliminates the authority of a court to order less than full restitution to the victim based on the defendant's ability to pay under the aggravated white collar crime enhancement.
- Eliminates the authority of a court to order less than full restitution to the victim based on the defendant's ability to pay under the "seize and freeze" provisions for aggravated elder or dependent adult financial abuse.
- Eliminates the discretion of a court to order less than full restitution when it finds compelling and extraordinary reasons for doing so, as currently provided by the restitution statute.

### **WHAT THIS BILL MEANS TO LAW ENFORCEMENT**

No immediate impact.

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**CPOA Position:** None

### **NOTES:**

## **DOMESTIC VIOLENCE: PROTECTIVE ORDERS**

### **Penal Code Section 166 (Amend)**

#### **Chapter 342/ [SB 883 \(Roth\)](#)**

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#### **SUMMARY:**

Conforms the punishment for a violation of a protection order issued after conviction of an offense involving domestic violence to the punishment for other similar protective orders.

#### **HIGHLIGHTS:**

- Punishes the first violation of a post-conviction domestic violence restraining order with imprisonment in the county jail for up to one year, by a fine of up to \$1,000, or both.
- Requires a first violation to include imprisonment in the county jail for at least 48 hours if the violation resulted in physical injury.
- Punishes a second or subsequent violation occurring within seven years and involving an act of violence, or a credible threat of violence, with imprisonment in the county jail not to exceed one year, or by 16 months, or two, or three years in state prison.

#### **WHAT THIS BILL MEANS TO LAW ENFORCEMENT**

No immediate impact.

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**CPOA Position:** None

#### **NOTES:**

## **COMMUNICATIONS**

## **EMERGENCY SERVICES: WIRELESS 911 CALLS: ROUTING**

**Government Code Sections 8592.8 and 8592.9 (Add) and Public Utilities Code Section 2986.1 (Add) and Section 2892 (Repeal)**

**Chapter 241/ [AB 1564 \(Williams\)](#)**

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### **SUMMARY:**

Requires the Office of Emergency Services (OES), working with the California Highway Patrol, and county coordinators to review and ensure the most efficient routing of mobile calls to the 911 system.

### **HIGHLIGHTS:**

- Requires the OES to take all necessary actions to maximize the efficiency of the "911" system.
- Requires OES to require the Public Safety Communications Division (PSCD) to work with the CHP and county coordinators to review call data to determine the most efficient routing for wireless 911 calls based on annual comprehensive statewide review and routing decision making process.
- Provides that after completion of annual comprehensive statewide review and routing decision making process, a local fire, police, sheriff, or emergency medical services agency, or a local public safety answering point, may submit a written request for a review of a specific cell sector based on specified criteria.
- Requires OES to require PSCD to work with the wireless carriers to verify that all cell sector routing decisions have been implemented.

### **WHAT THIS BILL MEANS TO LAW ENFORCEMENT**

No immediate impact

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**CPOA Position:** Support

### **NOTES:**

## **911 EMERGENCY SYSTEM: NUISANCE COMMUNICATIONS**

### **Penal Code Section 653x and 653y (Amend)**

#### **Chapter 96/ [AB 1769 \(Rodriguez\)](#)**

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#### **SUMMARY:**

Expands existing law, which makes a "nuisance call" to the 911 system a misdemeanor, subject to specific fines, by making the same prohibitions and penalties applicable to other electronic communication devices.

#### **HIGHLIGHTS:**

- Prohibits the use of electronic communications for the purpose of annoying or harassing an individual through the 911 system.
- States that the intent to annoy or harass is established by proof of repeated communications that are unreasonable under the circumstances.
- States that anyone who knowingly contacts the 911 system via electronic communication for any reason other than an emergency is guilty of an infraction.

#### **WHAT THIS BILL MEANS TO LAW ENFORCEMENT**

No immediate impact.

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**CPOA Position:** Support

#### **NOTES:**

## **PRIVACY: ELECTRONIC COMMUNICATIONS**

**Penal Code Sections 638.52 and 1546.1 (Amend) and Sections 638.54 and 638.55 (Add)**

**Chapter 511 / [AB 1924 \(Low\)](#)**

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### **SUMMARY:**

Provides an exemption from the Electronic Communications Privacy Act (ECPA) for pen registers and trap and trace devices to permit authorization for the devices to be used for 60 days.

### **HIGHLIGHTS:**

- Establishes a deadline of 3 days to provide notice to the identified target of a pen-register or trap-and-trace order, or to the Department of Justice if there is no identified target.
- Provides a statutory exemption in ECPA for pen registers and trap and trace devices that will ensure that orders for these devices are valid for 60 days rather than 10 days provided for in ECPA.
- Ensures that telecommunication providers are compensated for their work when complying with a court order for a pen register or trap and trace device.
- Clarifies that courts may suppress any information illegally obtained from a pen register or trap trace device.
- Provides that a government entity that obtains information from a trap and trace device or a pen register shall provide notice to the targets.

### **WHAT THIS BILL MEANS TO LAW ENFORCEMENT**

Bill contained urgency clause, so is already in effect. Agencies do not need to wait until after January 1, 2017 to adhere to provisions.

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**CPOA Position:** Support

### **NOTES:**

## **CORRECTIONS (LOCAL)/INMATES**



## **JAILS: COUNTY INMATE WELFARE FUNDS**

### **Penal Code Section 4025.5 (Add)**

#### **Chapter 178/ [AB 920 \(Gipson\)](#)**

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#### **SUMMARY:**

Creates a program in specified counties to allow the sheriff to expend money from the inmate welfare fund to provide reentry services.

#### **HIGHLIGHTS:**

- Create a program in Alameda, Kern, Los Angeles, Marin, Napa, Orange, Sacramento, San Bernardino, San Francisco, San Diego, San Luis Obispo, Santa Barbara, Santa Clara, Stanislaus, and Ventura counties which allows the sheriff or officer responsible for operating the jail to expend money from the inmate welfare fund to provide indigent inmates with reentry assistance, including work placement, counseling, obtaining identification, education, and housing.
- Prohibit using money from the inmate welfare fund to provide any services that are required to be provided by the sheriff or the county.
- Require money in the fund be used to supplement existing services, and prohibit its use to supplant any existing funding for services provided by the sheriff or county.
- Require submission of a report to the board of supervisors which includes the following:
  - a) How much money was spent under this program;
  - b) The number of inmates served by the program;
  - c) The types of assistance for which the funds were used; and
  - d) The average length of time an inmate used the program.

#### **WHAT THIS BILL MEANS TO LAW ENFORCEMENT**

Bill had an urgency clause, so for identified counties this takes effect immediately.

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**CPOA Position:** None

#### **NOTES:**

## **COUNTY JAILS: PERFORMANCE MILESTONE CREDITS**

**Penal Code Section 4019.4 (Amend)**

**Chapter 36/ [AB 1597 \(Stone\)](#)**

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### **SUMMARY:**

Allows an inmate in the county jail, who has not been sentenced, to earn program credit reductions for successfully completing specific program performance objectives, otherwise known as "milestones."

### **HIGHLIGHTS:**

- Provides that an inmate in a county jail, who has not been sentenced, shall not be prevented from participating in approved rehabilitation programs that result in credit reductions for completing specific program performance objectives.
- States that if a person is awarded credits prior to sentencing, the credits shall be applied to a sentence for the offense for which the person was awaiting sentence when the credits were awarded under the same terms and conditions as all other credits awarded.
- Provides that evidence that an inmate has participated in or attempted to participate in any approved rehabilitation program eligible for credit is not admissible in any proceeding as an admission of guilt.

### **WHAT THIS BILL MEANS TO LAW ENFORCEMENT**

No immediate impact.

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**CPOA Position:** Support

### **NOTES:**

## **INMATES: MEDICAL TREATMENT**

**Penal Code Section 4011.5 (Amend)**

**Chapter 65/ [AB 1703 \(Santiago\)](#)**

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### **SUMMARY:**

Expands the definition of "immediate medical or hospital care" to include critical specialty medical procedures or treatment, such as dialysis, which cannot be performed at a city or county jail.

### **WHAT THIS BILL MEANS TO LAW ENFORCEMENT**

Will allow county operations the ability to potentially curtail costs by transferring out to hospital treatment of inmates who as a result of prison realignment in 2011 have conditions normally treated in prison medical care.

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**CPOA Position:** Support

### **NOTES:**

## **JAILS: SEARCHES**

### **Penal Code Section 4030 (Amend)**

#### **Chapter 162/ [AB 1705 \(Rodriguez\)](#)**

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#### **SUMMARY:**

Authorizes law enforcement to use a body scanner to search a person arrested for the commission of any misdemeanor or infraction and taken into custody.

#### **HIGHLIGHTS:**

- Require an agency utilizing a body scanner to try to avoid knowingly using a body scanner on a woman who is pregnant.
- Require a person within sight of the image depicting the body of the detainee to be of the same sex as the detainee, except for physicians or licensed medical personnel.

#### **WHAT THIS BILL MEANS TO LAW ENFORCEMENT**

May potentially alter staffing in search and intake areas of a jail.

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**CPOA Position:** Support

#### **NOTES:**

## **JAIL INDUSTRY AUTHORITY**

**Penal Code Sections 4327, 4497.50, and 4497.52 (Amend), Chapter 2.5 (commencing with Section 4325) of Title 4 of Part 3 (Amend) and Sections 4326 and 4329 (Repeal) and Section 4325 (Repeal and Add)**

**Chapter 452/ [AB 2012 \(Bigelow\)](#)**

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### **SUMMARY:**

Replaces the authorization of the Jail Industry Commission (JIC) with an authorization for a Jail Industry Authority (JIA), which will have similar purposes, powers and duties as the Prison Industry Authority (PIA).

### **HIGHLIGHTS:**

- Allows the Boards of Supervisors of the counties of Los Angeles, Sacramento, San Diego, San Joaquin, Sonoma, Stanislaus, Tulare, Tuolumne, and Ventura to establish a Jail Industry Program.
- Stated the purpose of the Jail Industry Authority includes the following:
  - To develop and operate industrial, agricultural or service enterprises or programs under the jurisdiction of the Sheriff or Country Director of Corrections.
  - To create and maintain working conditions within the enterprises as similar as possible to those in private industry.
  - To ensure prisoners have the opportunity to earn funds and acquire work skills; and
  - To allow inmates to earn time credits if so authorized.
- Eliminates the sunset provision for programs established by any Jail Industry Commission.

### **WHAT THIS BILL MEANS TO LAW ENFORCEMENT**

No immediate impact.

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**CPOA Position:** None

### **NOTES:**

## **VOTING: FELONS**

### **Elections Code Sections 2101, 2106, and 2212 (Amend)**

#### **Chapter 757/ [AB 2466 \(Weber\)](#)**

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#### **SUMMARY:**

Conforms state law to a recent Superior Court ruling in *Scott v. Bowen*, in which the court found that individuals on post-release community supervision (PRCS) and mandatory supervision are eligible to vote under Section 2, Article II of the California Constitution, as specified and makes other significant changes to voter eligibility provisions of law, as specified.

#### **HIGHLIGHTS:**

- Provides that a person who is not imprisoned or on parole for the conviction of a felony, instead of a person who is not in prison or on parole for the conviction of a felony, is eligible to register to vote, as specified.
- Provides that the following definitions apply to these provisions:
  - Defines "imprisoned" to mean currently serving a state or federal prison sentence.
  - Defines "parole" to mean a term of supervision by the Department of Corrections and Rehabilitation (CDCR).
  - Provides that "conviction" does not include a juvenile adjudication made pursuant to existing law.

#### **WHAT THIS BILL MEANS TO LAW ENFORCEMENT**

No Immediate Impact.

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**CPOA Position:** Oppose

#### **NOTES:**

## **PROBATION AND MANDATORY SUPERVISION: FLASH INCARCERATION**

**Penal Code Sections 1203 (Amend), Section 4019 (Amend, Repeal and Add), 1203.35 (Add and Repeal)**

**Chapter 706/ [SB 266 \(Block\)](#)**

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### **SUMMARY:**

Authorizes the use of a sanction known as "flash incarceration" for defendants granted probation or placed on mandatory supervision.

### **HIGHLIGHTS:**

- Provides that in any case where the court grants probation or imposes a sentence that includes mandatory supervision, the county probation department is authorized to use flash incarceration for any violation of the conditions of probation or mandatory supervision if, at the time of granting probation or ordering mandatory supervision, the court obtains from the defendant a waiver to a court hearing prior to the imposition of a period of flash incarceration.
- Prohibits the denial of probation for refusal to sign a waiver agreeing to flash incarceration.
- Requires each county probation department to develop a response matrix that establishes protocols for the imposition of graduated sanctions for violations of the conditions of probation to determine appropriate interventions to include the use of flash incarceration.
- Requires a probation department supervisor to approve a term of flash incarceration before its imposition.
- Requires the probation department to notify the court, public defender, district attorney, and sheriff upon a decision to impose a period of flash incarceration
- States that if the defendant does not agree to accept a recommended period of flash incarceration, then the probation officer may address the alleged violation by filing a declaration or revocation request with the court.
- Defines "flash incarceration" as "a period of detention in a county jail due to a violation of an offender's conditions of probation or mandatory supervision. The length of the detention period may range between one and 10 consecutive days. Shorter, but if necessary more frequent, periods of detention for violations of an offender's conditions of probation or mandatory supervision shall appropriately punish an offender while preventing the disruption in a work or home establishment that typically arises from longer periods of detention.
- States that in cases where there are multiple violations in a single incident, only one flash incarceration booking is authorized and may range between one and 10 consecutive days.
- Excludes application of flash incarceration to any defendant convicted of a nonviolent drug possession offense who receives probation under Proposition 36 of 2000.

- Provides that if the supervised person's probation or mandatory supervision is revoked, credits earned for a period of flash incarceration count towards the term to be served.
- Sunsets these provisions on January 1, 2021.

**WHAT THIS BILL MEANS TO LAW ENFORCEMENT**

No Immediate Impact.

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**CPOA Position:** None

**NOTES:**



## **CRIMES/CRIMINAL PROCEDURE**

## **CRIMINAL PROCEDURE: POSTCONVICTION RELIEF**

### **Penal Code Section 1473.7 (Add)**

#### **Chapter 739/ [AB 813 \(Gonzalez\)](#)**

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#### **SUMMARY:**

Creates a mechanism of post-conviction relief for a person to vacate a conviction following a guilty plea based on error damaging his or her ability to meaningfully understand, defend against, or knowingly accept the immigration consequences of the conviction.

#### **HIGHLIGHTS:**

- A motion to vacate a guilty-plea conviction based on a misunderstanding of immigration consequences must be filed with reasonable diligence, whereas a motion to vacate a conviction based on newly-discovered evidence of actual innocence must be filed without undue delay from the date of discovery.
- Requires the court to specify its basis for granting or denying the motion, rather than make findings of fact and conclusions of law on all issues presented.

#### **WHAT THIS BILL MEANS TO LAW ENFORCEMENT**

No Immediate Impact.

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**CPOA Position:** None

#### **NOTES:**

## **CRIMES: EMERGENCY PERSONNEL**

**Penal Code Section 402 (Amend)**

**Chapter 817/ [AB 1680 \(Rodriguez\)](#)**

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### **SUMMARY:**

Makes it a misdemeanor to use a drone to impede specified emergency personnel in the performance of their duties while coping with an emergency.

### **HIGHLIGHTS:**

- Includes, for purposes of these provisions, the operation or use of an unmanned aerial vehicle, remote piloted aircraft, or drone, regardless of the operator's location, in the definition of a person.

### **WHAT THIS BILL MEANS TO LAW ENFORCEMENT**

No Immediate Impact.

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**CPOA Position:** Watch

### **NOTES:**

## **FALSIFYING EVIDENCE**

### **Penal Code Section 141 (Amend)**

#### **Chapter 879/ [AB 1909 \(Lopez\)](#)**

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#### **SUMMARY:**

Expands existing provisions of law that make it a felony for a prosecuting attorney to willfully and intentionally tamper with evidence to include a prosecutor who intentionally and in bad faith withholds exculpatory evidence.

#### **HIGHLIGHTS:**

- Jail felony for prosecuting attorney who intentionally and in bad faith alters, modifies, or withholds any physical matter, digital image, video recording, or relevant exculpatory material or information, knowing that it is relevant and material to the outcome of the case, with the specific intent that the physical matter, digital image, video recording, or relevant exculpatory material or information will be concealed or destroyed, or fraudulently represented as the original evidence upon a trial, proceeding, or inquiry.

#### **WHAT THIS BILL MEANS TO LAW ENFORCEMENT**

No Immediate Impact.

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**CPOA Position:** None

#### **NOTES:**

## VICTIMS OF CRIME: NONIMMIGRANT STATUS

### Penal Code Section 679.11 (Add)

#### Chapter 749/ [AB 2027 \(Quirk\)](#)

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#### SUMMARY:

Requires, upon the request of an immigrant victim of human trafficking, a certifying agency to certify victim cooperation on the applicable form so that the victim may apply for a T-Visa to temporarily live and work in the United States.

#### HIGHLIGHTS:

- Provided that upon a victim or victim's family member's request, a certifying official from a certifying entity shall certify victim cooperation on the Form I-914 Supplement B declaration, when the victim was a victim of human trafficking and has been cooperative, is being cooperative, or is likely to be cooperative with the investigation or prosecution of that crime.
- Creates a rebuttable presumption of cooperation if the victim has not refused or failed to provide information and assistance reasonably requested by law enforcement.
- Requires the certifying official to fully complete and sign the Form I-914 Supplemental B declaration, and regarding cooperation, include specific details about the nature of the crime investigated or prosecuted, and a detailed description of such cooperation, or likely cooperation.
- Required the certifying agency to process the declaration within 90 days, unless the person is in removal proceedings, in which case it must be processed within 14 days of request.
- States that a current investigation, filed charges, or a prosecution, or conviction are not required for the victim to request and obtain the Form I-914 Supplemental B declaration.
- Limits the ability of a certifying official to withdraw the certification to instances where the victim refuses to provide information and assistance when reasonably requested.
- Prohibits a certifying entity from disclosing the immigrant status of a victim or person requesting the Form I-914 Supplemental B declaration, except to comply with federal law or legal process, or upon authorization of the person requesting the declaration.
- Mandates a certifying agency that receives a request for a Form I-914 Supplemental B declaration to report to the Legislature beginning January 1, 2018, and annually thereafter, the following information:
  - The number of victims that requested the declarations;
  - The number of declarations that were signed; and,
  - The number of denials.

- Defines a "certifying entity" as any of the following:
  - A state or local law enforcement agency;
  - A prosecutor;
  - A judge;
  - The Department of Industrial Relations; and,
  - State or local government agencies that have criminal, civil, or administrative investigative or prosecutorial authority relating to human trafficking.
  
- Defined a "certifying official" as any of the following:
  - The head of the certifying entity;
  - A person in a supervisory role who has been specifically designated by the head of the certifying entity to issue
  - Form I-914 Supplement B declarations on behalf of that agency;
  - A judge; or any other certifying official defined under specified federal regulations.
  
- Defines "human trafficking" as "severe forms of trafficking in persons" pursuant to specified federal law and which includes either of the following:
  - Sex trafficking in which a commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age; and,
  - The recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

## **WHAT THIS BILL MEANS TO LAW ENFORCEMENT**

No Immediate Impact.

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**CPOA Position:** Watch

**NOTES:**

## **INTERAGENCY CHILD DEATH REVIEW**

### **Penal Code Section 11174.32 (Amend)**

#### **Chapter 297/ [AB 2083 \(Chu\)](#)**

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#### **SUMMARY:**

Allows agencies, at the request of an interagency child death review team, to disclose otherwise confidential information to members of the team for the purpose of investigating child death.

#### **HIGHLIGHTS:**

- Specified information includes mental health records, criminal history information, and child abuse reports, by an individual or agency to an interagency child death review team.
- Information disclosed to a child death review team must be requested by the team and the information must pertain to the child's death.
- Information disclosed to a child death review team shall remain confidential, and shall not be subject to disclosure or discovery by a third party unless otherwise required by law.
- States the legislative finding that the restriction of public access to the information received pursuant to this bill is necessary in order to facilitate the voluntary disclosure of confidential information to child death review teams.

#### **WHAT THIS BILL MEANS TO LAW ENFORCEMENT**

Agencies would not have to comply with a public records request due to these provisions.

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**CPOA Position:** None

#### **NOTES:**

## **DATA REPORTING**



## **PROVISION OF INCIDENT REPORTS TO VICTIMS**

### **Family Code Section 6228 (Amend)**

#### **Chapter 875/ [AB 1678 \(Santiago\)](#)**

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#### **SUMMARY:**

Allows a victim of specified crimes to receive a timely copy of his or her law enforcement incident report, free of charge.

#### **HIGHLIGHTS:**

- Requires law enforcement to provide, without charge and within a specified timeframe, a copy of all incident reports and all incident report face sheets to victims of sexual assault, stalking, human trafficking, and elder or dependent adult abuse, all as defined, or the victims' representatives.
- Provides that the timeframe for requesting reports without charge is five years from the date of completion of a report for domestic violence and two years from completion of a report for sexual assault, stalking, human trafficking, or elder or dependent adult abuse.

#### **WHAT THIS BILL MEANS TO LAW ENFORCEMENT**

No Immediate Impact.

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**CPOA Position:** Support

#### **NOTES:**

## **OPENJUSTICE DATA ACT OF 2016**

**Business and Professions Code Sections 21627 (Amend), Government Code Section 12525.2 (Amend) and Penal Code Sections 13010, 13010.5, 13012, 13012.6, 13013, 13014, 13023, and 13519.4 (Amend)**

**Chapter 418/ [AB 2524 \(Irwin\)](#)**

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### **SUMMARY:**

Requires DOJ to make available to the public its mandatory criminal justice statistics reports through the OpenJustice Web Portal, to be updated at least yearly, and makes conforming changes to existing provisions related to criminal statistics.

### **HIGHLIGHTS:**

- Provides that it is the intent of the Legislature that following full implementation of incident-based crime reporting, DOJ work to transition to exclusively electronic crime data collection and evaluate the potential for criminal justice statistical data to be updated on the OpenJustice Web portal at a frequency greater than once per year.
- Requires the criminal justice statistics reports available on the OpenJustice Web Portal to be updated at least once per year.
- Deletes specified deadlines in the bill and instead provide that DOJ shall evaluate, on an annual basis, the progress of California's transition from summary crime reporting to incident-based crime reporting, in alignment with the federal National Incident-Based Reporting System, and report its findings to the Legislature annually through 2019.

### **WHAT THIS BILL MEANS TO LAW ENFORCEMENT**

No immediate impact.

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**CPOA Position:** No position

### **NOTES:**

## **FIREARMS**

## **FIREARMS: IDENTIFYING INFORMATION**

**Penal Code Sections 11106, 16520, 23910, and 30105 (Amend) and Chapter 3 (commencing with Section 29180) to Division 7 of Title 4 of Part 6 (Add)**

**Chapter 60/ [AB 857 \(Cooper\)](#)**

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### **SUMMARY:**

Requires a person, commencing July 1, 2018, to apply to and obtain from the Department of Justice (DOJ) a unique serial number or other mark of identification prior to manufacturing or assembling a firearm, as specified; and requires by January 1, 2019, any person who, as of July 1, 2018, owns a firearm that does not bear a serial number assigned to it to obtain a unique serial number or other mark of identification prior to manufacturing or assembling a firearm.

### **HIGHLIGHTS:**

- Defines "manufacturing" or "assembling" a firearm as "to fabricate or construct a firearm, or to fit together the component parts of a firearm to construct a firearm."
- Require, commencing July 1, 2018, any person who manufactures or assembles a firearm to:
  - a) Apply to the DOJ for a unique serial number or other mark of identification, as specified;
  - b) Within 10 days of manufacturing or assembling the firearm, to engrave or permanently affix the unique serial number or other mark to that firearm, as specified; and
  - c) Notify the DOJ once the serial number or other mark is affixed to the firearm.
- By January 1, 2019, any person who, as of July 1, 2018, owns a firearm that does not bear a serial number, must complete the same steps as above.
- Prior to the DOJ providing the person with a unique serial number or other mark, the person must:
  - a) Present proof that the applicant is not prohibited by state or federal law;
  - b) Present proof of age and identity. The applicant must be 18 years of age or older to obtain a unique serial number or mark of identification for a firearm that is not a handgun, and must be 21 years of age or older to obtain a unique serial number or mark of identification for a handgun;
  - c) Provide a description of the firearm that he or she owns or intends to manufacture or assemble, in a manner prescribed by the department; and
  - d) Have a valid firearm safety certificate or handgun safety certificate.
- Prohibit the sale or transfer of ownership of a firearm manufactured or assembled pursuant to the provisions of this legislation, but allows for the transfer, surrender, or sale to a law enforcement agency.
- Exempts the following from the provisions of this legislation:

- a) A firearm that has a serial number assigned.
  - b) A firearm made or assembled prior to December 16, 1968, that is not a handgun.
  - c) A firearm which was entered into the centralized registry, as specified, prior to July 1, 2018, as being owned by a specific individual or entity if that firearm has assigned to it a distinguishing number or mark of identification to that firearm by virtue of the department accepting entry of that firearm into the centralized registry.
  - d) An antique firearm, as specified.
- Provides that if the firearm is a handgun, a violation of this section is punishable by imprisonment in a county jail not to exceed one year, or by a fine not to exceed \$1,000, or by both that fine and imprisonment. For all other firearms, a violation of this section is punishable by imprisonment in a county jail not to exceed six months, or by a fine not to exceed 1,000, or by both that fine and imprisonment. Each firearm found to be in violation of this section constitutes a distinct and separate offense. This section does not preclude prosecution under any other law providing for a greater penalty.
  - Requires the DOJ to maintain electronic records of all persons that receive a unique serial number or other mark, and notify the DOJ that it has been engraved or affixed to the firearm.
  - Requires DOJ to maintain and make available upon request information concerning both of the following:
    - a) The number of serial numbers issued, as specified.
    - b) The number of arrests for violations of Section 29180.

#### **WHAT THIS BILL MEANS TO LAW ENFORCEMENT**

Officers will be better able to track and identify firearms used in crimes that may not have been previously traceable.

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**CPOA Position:** Support

**NOTES:**

## **FIREARMS: ASSAULT WEAPONS**

### **Penal Code Sections 30515 and 30900 (Amend) and Section 30680 (Add)**

#### **Chapter 40/ [AB 1135 \(Levine\)](#)**

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#### **SUMMARY:**

Redefines what constitutes an assault weapon with regards to fixed and detachable magazines.

#### **HIGHLIGHTS:**

- Amends the definition of assault weapon to refer to a firearm that has one of several specified features and does not have a "fixed magazine" rather than a firearm with one of those features and the "capacity to accept a detachable magazine."
- Defines "fixed magazine" as "an ammunition feeding device contained in, or permanently attached to, a firearm in such a manner that the device cannot be removed without disassembly of the firearm action."
- Provides that any person who possessed an assault weapon prior to January 1, 2017, is exempt from punishment pursuant to Penal Code Section (PC) 30605, if all of the following are applicable:
  - a) Prior to January 1, 2017, the person was eligible to register that assault weapon pursuant to PC 30900(c);
  - b) The person lawfully possessed that assault weapon on January 1, 2017; and
  - c) The person registers the assault weapon by January 1, 2018.
- Any person who, from January 1, 2001, to December 31, 2016, inclusive, lawfully possessed an assault weapon that does not have a fixed magazine, as defined in PC 30515, including weapons with a feeding device that can be removed readily with the use of a tool, shall register the firearm before January 1, 2018, with the Department of Justice pursuant to those procedures that the department may establish.
- The department may charge a fee of up to \$15 per person but not to exceed the reasonable processing costs of the department. The fee shall be paid by debit or credit card at the time that the electronic registration is submitted to the department. The fee shall be deposited in the Dealers' Record of Sale Special Account.
- The department shall establish procedures for the purpose of carrying out this subdivision. These procedures shall be exempt from the Administrative Procedure Act.

#### **WHAT THIS BILL MEANS TO LAW ENFORCEMENT**

Potentially significant increase in annual state incarceration costs (General Fund) to the extent the narrower definition of "assault weapon" results in additional firearms violations.

**CPOA Position:** Watch

**NOTES:**

## **FIREARMS: LENDING**

### **Penal Code Sections 27880 (Amend)**

#### **Chapter 41/ [AB 1511 \(Santiago\)](#)**

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#### **SUMMARY:**

Specifies that the infrequent loan of a firearm may only be made to family members.

#### **HIGHLIGHTS:**

- Defines "family members" as "spouses and registered domestic partners, or parents, children, siblings, grandparents, grandchildren, whether related by blood, adoption, or a step-relation."
- Requires any handgun being loaned be registered to the person making the loan.

#### **WHAT THIS BILL MEANS TO LAW ENFORCEMENT**

Potentially significant increase in county jail costs to the extent narrowing the firearm loan provisions results in additional misdemeanor and felony. convictions subject to county jail sentences

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**CPOA Position:** Watch

#### **NOTES:**



## **FIREARMS: FALSE REPORTS OF STOLEN FIREARMS**

**Penal Code Sections 148.5 and 29805 (Amend)**

**Chapter 47/ [AB 1695 \(Bonta\)](#)**

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### **SUMMARY:**

Expands the existing misdemeanor of making a false crime report to law enforcement to include that a firearm has been lost or stolen, and institutes a 10-year ban on owning a firearm for those convicted of making a false report.

### **WHAT THIS BILL MEANS TO LAW ENFORCEMENT**

No immediate impact.

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**CPOA Position:** Watch

### **NOTES:**

## **FIREARMS: IMITATION FIREARMS: GUN-SHAPED PHONE CASES**

**Penal Code Section 16700 (Amend)**

**Chapter 198/ [AB 1798 \(Cooper\)](#)**

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### **SUMMARY:**

Would specify that the definition of imitation firearm includes, but is not limited to, a protective case for a cellular telephone that is so substantially similar in coloration and overall appearance to an existing firearm as to lead a reasonable person to perceive that the device is a firearm.

### **WHAT THIS BILL MEANS TO LAW ENFORCEMENT**

No immediate impact.

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**CPOA Position:** Support

### **NOTES:**

## **PROHIBITED ARMED PERSONS FILE: INITIAL REVIEW**

**Penal Code Section 30020 (Amend)**

**Chapter 638 / [AB 1999 \(Achadjian\)](#)**

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### **SUMMARY:**

Requires the Department of Justice (DOJ) to both complete an initial review of a match in the Armed Prohibited Persons System (APPS) within seven days of the match being placed in the queue, and periodically reassess whether the department can complete reviews of APPS matches more efficiently.

### **HIGHLIGHTS:**

- Requires DOJ to periodically reassess whether the department can complete reviews of APPS matches within the daily queue more efficiently.
- Defines "match" as "an entry into the Automated Criminal History System, or into any department automated information system, of the name and other information of an individual who may be prohibited from acquiring, owning, or possessing a firearm, matched with a corresponding record of ownership or possession of a firearm by that individual, as specified."

### **WHAT THIS BILL MEANS TO LAW ENFORCEMENT**

No immediate impact.

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**CPOA Position:** None

### **NOTES:**

## **FIREARMS: PROHIBITIONS: EXEMPTIONS**

### **Penal Code Section 32000 (Amend)**

#### **Chapter 640 / [AB 2165 \(Bonta\)](#)**

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#### **SUMMARY:**

Provides that specified peace officers, who have satisfactorily completed the POST prescribed firearms training course, shall be exempt from the state prohibition relating to the sale or purchase of an unsafe handgun.

#### **HIGHLIGHTS:**

- Authorize sworn members of the following entities, who have satisfactorily completed a firearms training course prescribed by POST, to purchase or sell unsafe firearms, except as specified:
  - The Department of Parks and Recreation
  - The Department of Alcoholic and Beverage Control
  - The Division of Investigation of the Department of Consumer Affairs
  - The Department of Motor Vehicles
  - The Fraud Division of the Department of Insurance
  - The State Department of State Hospitals
  - The Department of Fish and Wildlife
  - The State Department of Developmental Services
  - The Department of Forestry and Fire Protection
  - A county probation department
  - The Los Angeles World Airports
  - A K-12 public school district for use by a school police officer
  - A municipal water district for use by a park ranger
  - A county for use by welfare fraud investigator or inspector
  - A county for use by the coroner or deputy coroner
  - The Supreme Court and the courts of appeal for use by Marshalls of the Supreme Court and bailiffs of the court of appeal coordinators of security for the judicial branch.
  - A fire department or fire protection agency of a county, city, city and county; district, or the state for use by either of the following
  - A member of an arson investigating unit regularly paid and employed in that capacity
  - A member other than a member of an arson investigating unit, regularly paid and employed as an arson investigator.

- The University of California Police Department, or the California State University Police Department, as specified
- A California Community College Police Department, as specified.
- Prohibits a licensed firearms dealer from processing the sale or transfer of an unsafe handgun from a person that has obtained an unsafe handgun pursuant to the sworn peace officer exemption and a person who is not exempt.
- States that a sworn peace officer of an entity exempt from the prohibition related to the sale or purchase of an unsafe handgun, who obtains an unsafe handgun, shall when leaving an unattended vehicle, to lock the handgun in the vehicle's trunk or lock the handgun in a locked container and place the container out of plain view, or lock the handgun in locked container that is permanently affixed to the vehicle's interior and not in plain view, and a violation of this requirement is an infraction punishable by a fine not to exceed \$1,000.
- States that the requirement that an unsafe handgun be safely stored when left in an unattended vehicle by a peace officer does not apply to a peace officer during circumstances requiring immediate aid or action that are within the course and scope of his or her official duties.
- State that this safe storage law does not supersede any local ordinance that was in effect prior to the enactment of this new law.

#### **WHAT THIS BILL MEANS TO LAW ENFORCEMENT**

No immediate impact.

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**CPOA Position:** None

**NOTES:**

## **FIREARMS: LICENSE TO CARRY CONCEALED: UNIFORM LICENSE**

**Penal Code Section 26175 (Amend)**

**Chapter 645 / [AB 2510 \(Linder\)](#)**

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### **SUMMARY:**

Requires the Attorney General to develop a license to carry a concealed firearm (CCW), with uniform information and criteria, that may be used as indicia of proof of licensure throughout the state.

### **HIGHLIGHTS:**

- Requires the Attorney General to approve the use of licenses issued by local agencies that contain specified information, including a recent photograph of the applicant.
- Would require the Attorney General to retain exemplars of approved licenses and maintain a list of agencies issuing local licenses.
- Would create a committee comprised of representatives from the California State Sheriffs' Association, California Police Chiefs Association, and the Department of Justice to review and revise the uniform licenses.

### **WHAT THIS BILL MEANS TO LAW ENFORCEMENT**

No immediate impact.

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**CPOA Position:** Watch

### **NOTES:**

## **FIREARMS: SECURING HANDGUNS IN VEHICLE**

**Penal Code Sections 25645 (Amend) and Sections 25140, 25452, and 25612 (Add)**

**Chapter 651 / [SB 869 \(Hill\)](#)**

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### **SUMMARY:**

Requires a person, when leaving a handgun in a vehicle, to secure the handgun by locking it in the trunk of the vehicle or locking it in a locked container and placing the container out of plain view.

### **HIGHLIGHTS:**

- Makes a violation of its provisions an infraction punishable by a fine not exceeding one thousand dollars (\$1,000).
- Provides "vehicle" has the same meaning as specified in Section 670 of the Vehicle Code.
- Provides "locked container" has the same meaning as specified in Section 16850.
- Provides that a vehicle is unattended when a person who is lawfully carrying or transporting a handgun in a vehicle is not within close enough proximity to the vehicle to reasonably prevent unauthorized access to the vehicle or its contents.
- Exempts a peace officer from its provisions during circumstances requiring immediate aid or action that are within the course of his or her official duties.
- Provides that its provisions do not supersede any local ordinance that regulates the storage of handguns in unattended vehicles if the ordinance was in effect before the date of enactment of this bill.

### **WHAT THIS BILL MEANS TO LAW ENFORCEMENT**

No immediate impact.

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**CPOA Position:** None

### **NOTES:**

## **FIREARMS: MAGAZINE CAPACITY**

**Penal Code Sections 32310, 32400, 32405, 32410, 32425, 32430, 32435, and 32450 (Amend), Section 32406 (Add) and Section 32420 (Repeal)**

**Chapter 58/ [SB 1446 \(Hancock\)](#)**

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### **SUMMARY:**

Prohibits the possession of large-capacity magazines, with specified exceptions.

### **HIGHLIGHTS:**

- Makes it an infraction, commencing July 1, 2017, for any person who possesses a large-capacity magazine punishable as follows:
  - A fine not to exceed \$100 for the first offense;
  - A fine not to exceed \$250 for the second offense; and,
  - A fine not to exceed \$500 for the third or subsequent offense.
  
- Requires a person who, prior to July 1, 2017, legally possesses a large-capacity magazine to dispose of that magazine by any of the following means:
  - Remove the large-capacity magazine from the state;
  - Prior to July 1, 2017, sell the large-capacity magazine to a licensed firearms dealer;
  - Destroy the large-capacity magazine; or,
  - Surrender the large-capacity magazine to a law enforcement agency for destruction.
  
- Exempts individuals who honorably retired from being a sworn peace officer, or an individual who honorably retired from being a sworn federal law enforcement officer, who was authorized to carry a firearm in the course and scope of that officer's duties.

### **WHAT THIS BILL MEANS TO LAW ENFORCEMENT**

No immediate impact.

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**CPOA Position:** None

### **NOTES:**



## AMMUNITION

**Penal Code Sections 16150, 17315, 30000, 30306, and 30352 (Amend), Sections 11106.5, 16151, Article 4 (commencing with Section 30355) and Article 5 (commencing with Section 30360) to Chapter 1 of Division 10 of Title 4 of Part 6 (Add), Sections 16650, 16662, and 30312 (Repeal), Section 30370 and Article 3 (commencing with Section 30345) of Chapter 1 of Division 10 of Title 4 of Part 6 (Repeal and Add)**

**Chapter 55 / [SB 1235 \(De León\)](#)**

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### SUMMARY:

Creates a new regulatory framework for the purchase and sale of ammunition in California.

### HIGHLIGHTS:

- Requires DOJ to maintain ammunition vendor license information, ammunition transaction information, and authorizes specified agencies, officials, and officers to disseminate the name of a person and specified ammunition purchase information by that person if the subject of the record has been arraigned, is being prosecuted, or is serving a sentence for conviction of domestic violence or is the subject of a protective order, as specified.
- Defines "ammunition" to mean one or more loaded cartridges consisting of primer case, propellant, and with one or more projectiles. Ammunition does not include blanks.
- States that effective January 1, 2018, "ammunition vendor" means any person, firm, corporation, dealer, or any other business that has a current ammunition vendor license, as specified.
- Requires commencing January 1, 2019, that information contained in the Armed Prohibited Persons File (APPS) be used to cross-reference persons who attempt to acquire ammunition to determine if those persons fall within a class of persons who are prohibited from owning or possessing ammunition.
- Commencing January 1, 2018, only an ammunition vendor that is licensed by the DOJ shall be authorized to sell ammunition in this state, except for the following entities:
  - A commercial hunting club, as defined, provided the ammunition is used and consumed on the licensed premises while engaged in lawful hunting activity
  - A domesticated game bird hunting club, as defined, provided the ammunition is used and consumed on the licensed premises while engaged in lawful hunting activity
  - A domesticated migratory game bird shooting club, as defined, provided the ammunition is used and consumed on the licensed premises while engaged in lawful hunting activity
  - A nonprofit mutual or public benefit corporation organized, as specified, that engages in recreational shooting and lawful hunting activity provided that the ammunition is used and consumed during the shooting or hunting event conducted by that nonprofit or public benefit corporation

- A target facility that holds a business or regulatory license provided that the ammunition is at all times kept within the facility's premises and used on the premises
- A person who sells no more than 50 rounds of ammunition to one vendor in one month or cumulatively sells no more than 250 rounds per year to vendors in this state.
- Requires the DOJ, upon request, to issue ammunition vendor licenses to the following:
  - Firearms dealers;
  - Federal firearms licensees;
  - A gunsmith;
  - A wholesaler, and,
  - A licensed manufacturer or importer of firearms ammunition

#### **WHAT THIS BILL MEANS TO LAW ENFORCEMENT**

Properly identified sworn federal, state, or local peace officers and authorized representatives of law enforcement agencies are not subject to provisions that allow a resident of California to bring into the state any ammunition that was purchased outside of California.

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**CPOA Position:** None

**NOTES:**

## **FORENSICS/DNA**

## **SEXUAL ASSAULT FORENSIC MEDICAL EVIDENCE KIT**

### **Penal Code Sections 13823.12 (Amend) and 13823.14 (Add)**

#### **Chapter 857/ [AB 1744 \(Cooper\)](#)**

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#### **SUMMARY:**

Requires the Department of Justice's Bureau of Forensic Services, the California Association of Crime Laboratory Directors, and the California Association of Criminalists to work collaboratively with public crime laboratories, in conjunction with the California Clinical Forensic Medical Training Center, to develop a standardized sexual assault forensic medical evidence kit, containing minimum basic components, to be used by all California jurisdictions.

#### **HIGHLIGHTS:**

- Indicates that the basic components for a standardized sexual assault forensic medical evidence kit should be completed by January 30, 2018.
- On or before May 30, 2019, the collaborative group responsible for developing the sexual assault forensic medical kit shall issue guidelines pertaining to the use of kit components throughout the state.
- Requires that the standardized sexual assault forensic medical evidence kit permit swabs or representative evidence samples to be earmarked for a rapid turnaround DNA program, as specified.
- Clarify that every local and state agency shall remain responsible for its own costs in purchasing a standardized sexual assault forensic medical evidence kit.

#### **WHAT THIS BILL MEANS TO LAW ENFORCEMENT**

Forensics units and supervisors may need to conform rape kit storage and processing procedures.

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**CPOA Position:** Support

#### **NOTES:**

## **POSTMORTEN EXAMINATIONS OR AUTOPSIES: FORENSIC PATHOLOGISTS**

**Government Code Sections 27491.4, 27491.41, 27491.43, 27491.46, 27491.47, and 27520 (Amend) and Section 27522 (Add)**

**Chapter 787/ [SB 1189 \(Pan\)](#)**

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### **SUMMARY:**

Requires a forensic autopsy to only be conducted by a licensed physician and surgeon, and results of forensic autopsy are only to be determined by the physician and surgeon.

### **HIGHLIGHTS:**

- Requires all persons in the autopsy suite to have current bloodborne pathogen training and personal protective equipment in accordance with existing law for health and safety purposes.
- Prohibits, if an individual dies due to the involvement of law enforcement activity, law enforcement personnel directly involved with the care and custody of that individual from being involved with any portion of the postmortem examination nor allowed inside the autopsy suite during the performance of the autopsy.
- Defines a forensic autopsy as an examination of a body of a decedent to generate medical evidence for which the cause of death is determined. Permits trained county personnel who are necessary to the performance of an autopsy, at the direction and supervision of a coroner, an ME, or a licensed physician and surgeon, to take body measurements or retrieve blood, urine, or vitreous samples from the body of a decedent.
- Defines a postmortem examination as the external examination of the body where no cause of death is determined.
- Requires all persons in the autopsy suite to be informed of the risks presented by bloodborne pathogens and that they should wear personal protective equipment, as specified.
- Permits only individuals who are directly involved in the investigation of the death of the decedent to be present during the performance.

### **WHAT THIS BILL MEANS TO LAW ENFORCEMENT**

Requires police reports, crime scene or other information, videos, or laboratory tests that are in the possession of law enforcement and are related to a death that is incident to law enforcement activity to be made available to the physician and surgeon who conducts the autopsy prior to the completion of the investigation of the death.

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**CPOA Position:** None

### **NOTES:**

## **JUVENILES**

## JUVENILES: DATA COLLECTION

**Government Code Section 30061 (Amend), Penal Code Section 6033 (Add), Welfare and Institutions Code Sections 1961 (Amend) and 1962 (Repeal and Add)**

Chapter 880 / [AB 1998 \(Campos\)](#)

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### **SUMMARY:**

Requires the Board of State and Community Corrections (BSCC) to prepare guidelines for counties on how to disaggregate juvenile justice caseload, performance and outcome data by race and ethnicity.

### **HIGHLIGHTS:**

- Recasts requirements of existing law to also include, among other things, a description of the programs, strategies, and system enhancements proposed to be funded by a county Supplemental Enforcement Services Account (SLESA).

### **WHAT THIS BILL MEANS TO LAW ENFORCEMENT**

No immediate impact.

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**CPOA Position:** Watch

### **NOTES:**

## **JUVENILE OFFENDERS: DUAL-STATUS MINORS**

### **Welfare and Institutions Code Section 628 (Amend)**

Chapter 646 / [AB 2813 \(Bloom\)](#)

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#### **SUMMARY:**

Removes certain circumstances under which a probation officer may detain a minor who has been taken into temporary custody, as specified, and narrows the circumstances under which a probation officer may decide to detain a youth who is currently a dependent of the juvenile court, or the subject of a petition to declare him or her a dependent of the juvenile court.

#### **HIGHLIGHTS:**

- Requires that a probation officer immediately release a minor who is a dependent of the juvenile court, or is the subject of a petition to declare him or her a dependent of the juvenile court, to the custody of the child welfare system or his or her current foster parent or other caregiver, unless continued detention is a matter of immediate necessity.

#### **WHAT THIS BILL MEANS TO LAW ENFORCEMENT**

No immediate impact.

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**CPOA Position:** None

#### **NOTES:**



## **MISCELLANEOUS**

## **MOTOR VEHICLES: RESCUE OR PROVISION OF CARE FOR ANIMAL: CIVIL AND CRIMINAL LIABILITY**

**Civil Code Sections 43.100 (Add) and Penal Code Section 597.7 (Amend)**

**Chapter 554 / [AB 797 \(Steinorth\)](#)**

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### **SUMMARY:**

Exempts a person from civil and criminal liability for property damage or trespass to a motor vehicle if the property damage or trespass occurred while the person was rescuing an animal under specified circumstances.

### **HIGHLIGHTS:**

- Provide that a person is not prevented from taking reasonable steps that are necessary to remove an animal from a motor vehicle if the person holds a reasonable belief that the animal's safety is in immediate danger from heat, cold, lack of adequate ventilation, lack of food or water, or other circumstances that could reasonably be expected to cause suffering, disability, or death to the animal.
- Provide that a person who removes an animal from a vehicle in accordance with above, is not criminally liable for actions taken reasonably and in good faith if the person does all the following:
  - Determines the vehicle is locked or there is otherwise no reasonable manner for the animal to be removed from the vehicle.
  - Has a good faith belief that forcible entry into the vehicle is necessary because the animal is in imminent danger of suffering harm if it is not immediately removed from the vehicle, and, based upon the circumstances known to the person at the time, the belief is a reasonable one.
  - Has contacted a local law enforcement agency, the fire department, animal control, or the "911" emergency service prior to forcibly entering the vehicle.
  - Remains with the animal in a safe location, out of the elements but reasonably close to the vehicle, until a peace officer, humane officer, animal control officer, or another emergency responder arrives.
  - Used no more force to enter the vehicle and remove the animal from the vehicle than was necessary under the circumstances.
  - Immediately turns the animal over to a representative from law enforcement, animal control, or another emergency responder who responds to the scene.
- Provides that there shall not be any civil liability on the part of, and no cause of action shall accrue against, a person for property damage or trespass to a motor vehicle, if the damage was caused while the person was rescuing an animal in accordance with the provisions specified above.

### **WHAT THIS BILL MEANS TO LAW ENFORCEMENT**

No Immediate Impact.

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**CPOA Position:** None

### **NOTES:**

## **SECONDHAND GOODS**

**Business and Professions Code Sections 21628 and 21642.5 of (Amend), Section 21627.5 (Add), Sections 21628.1 and 21633 of (Repeal), and Section 21630 (Repeal and Add)**

**Chapter 793 / [AB 1751 \(Low\)](#)**

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### **SUMMARY:**

Revise and recasts the DOJ requirements for the implementation, construction, and maintenance of the single, statewide and uniform electronic reporting system, defined as CAPSS, revises the reporting requirements for pawnbrokers and secondhand dealers.

### **HIGHLIGHTS:**

- Requires a secondhand dealer or coin dealer to electronically transmit to CAPSS, no later than the next business day, after the date of the transaction, excluding weekends or holidays or, if not possible due to an electrical, telecommunications, or other malfunction, as soon as reasonable thereafter, the report of acquisition of tangible personal property.
- Deletes the provisions related to reporting on paper forms.

### **WHAT THIS BILL MEANS TO LAW ENFORCEMENT**

Deletes the requirement that the DOJ, in consultation with the appropriate law enforcement agencies, develop clear and comprehensive descriptive categories denoting tangible personal property and instead requires the DOJ to accept the plain text property descriptions generally accepted in the pawn and secondhand industries provided by secondhand dealers, as has been the longstanding practice of chiefs of police and sheriffs when they receive paper reports from pawnbrokers and secondhand dealers.

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**CPOA Position:** Oppose

### **NOTES:**

## **LAW ENFORCEMENT CONTACT PROCESS: SERVICE PROVIDERS**

### **Penal Code Section 1524.4 (Add)**

#### **Chapter 514 / [AB 1993 \(Irwin\)](#)**

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#### **SUMMARY:**

Mandates that specified technology companies specify law enforcement contacts to coordinate with law enforcement agency investigations.

#### **HIGHLIGHTS:**

- Provided that every specified service provider corporation shall, at least annually, file a statement with the Attorney General identifying the corporate law enforcement contact or contacts.
- If a corporation designates any new corporate law enforcement contact or contacts, the corporation shall file a statement with the Attorney General identifying the new corporate law enforcement contact or contacts.
- Required by July 1, 2017, specified technology corporations shall, at minimum, provide the following through a specified law enforcement contact:
  - An exclusive process for emergency disclosure requests
  - Exclusive access and service for law enforcement personnel
  - An ability to comply with a law enforcement request for information regardless of the location of the data
  - Continual availability of the law enforcement contact
  - The authority to make decisions regarding warrants and the disclosure of information and data.
- Requires a corporation subject to these provisions to respond to a properly served warrant within five business days.
- Provided that the specified corporations shall designate corporate law enforcement contacts which are responsible for the specified requirements. Those requirements may be fulfilled by means of an internet web portal, telecommunications, or any combination of those communication methods.

#### **WHAT THIS BILL MEANS TO LAW ENFORCEMENT**

No immediate impact.

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**CPOA Position:** None

#### **NOTES:**

## CRIMINAL GANGS

### Government Code Section 70615 (Amend) and Penal Code Sections 186.34 and 186.35 (Amend)

#### Chapter 752 / [AB 2298 \(Weber\)](#)

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#### SUMMARY:

Imposes specified due process rights on California Shared Gang Databases.

#### HIGHLIGHTS:

- Removes the administrative hearing proceedings for removal from the gang database and instead allow for direct appeal to the Superior Court when a law enforcement agency fails to remove a person from the database within 90-days.
- Removes the requirement that a person designated as a suspected gang member, associate, or affiliate in a shared gang database who has not been convicted of a violation of gang-related crimes, as specified, within three years of the initial designation be removed from the database.
- Expands the notice requirement given to minors to include adults, by requiring notice be provided to an adult before designating a person as a suspected gang member, associate, or affiliate in the database.
- Requires databases comply with federal requirements regarding the privacy and accuracy of information in the database, and other operating principles for maintaining these databases.
- Requires that a person designated as a suspected gang member, associate, or affiliate in a shared gang database who has not been convicted of a violation of gang-related crimes, as specified, within three years of the initial designation be removed from the database.

#### WHAT THIS BILL MEANS TO LAW ENFORCEMENT

Requires local law enforcement, commencing December 1, 2017, and every January 15th thereafter to submit specified data pertaining to the database to the DOJ on a format developed by the DOJ, and would require the DOJ, commencing February 15, 2018, and every February 15th thereafter, to post each law enforcement agency's report that contains the information collected on the DOJ's Web site.

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**CPOA Position:** Oppose

#### NOTES:

## **PEACE OFFICERS: INDEPENDENT INSTITUTIONS OF HIGHER EDUCATION: SECURITY OFFICERS**

### **Penal Code Section 830.75 (Amend)**

#### **Chapter 356/ [AB 2361 \(Santiago\)](#)**

---

#### **SUMMARY:**

Authorizes security guards employed by the University of Southern California (USC) to be appointed as peace officers while enforcing the law on the USC campus and surrounding university property.

#### **HIGHLIGHTS:**

- Allows a security officer employed by an independent institution of higher education to be deputized or appointed by the sheriff or the chief of police of the jurisdiction in which the institution is located as a reserve deputy or officer, as specified, notwithstanding that he or she is compensated by the institution of higher education or that the assigned specific law enforcement functions and duties may be of a recurring or continuous nature if both of the following requirements are met:
  - The person has completed the basic training course for deputy sheriffs and police officers prescribed by the Commission on Peace Officer Standards and Training (POST); and
  - The institution of higher education and the appropriate local law enforcement agency have entered into a memorandum of understanding.
- Provides that the authority of a person designated as a peace officer extends to any place in the state and applies only while he or she is engaged in the performance of his or her assigned duties for his or her institution of higher education, as specified. The primary duty of a person designated peace officer employed by an institution of higher education shall be the enforcement of the law upon the institution of higher education campus and within one mile of the exterior of those campuses, and in and about other grounds and properties owned, operated, controlled, or administered by the institution of higher education.
- States that vehicles owned by an independent institution of higher education that are specifically designated for use by persons designated as peace officers shall be deemed emergency vehicles for all purposes of the law within the institution's jurisdiction.

#### **WHAT THIS BILL MEANS TO LAW ENFORCEMENT**

No immediate impact.

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**CPOA Position:** None

#### **NOTES:**

**POMONA POLICE OFFICER SHAUN DIAMOND MEMORIAL HIGHWAY**  
**Chapter 53/ ACR 104 (Rodriguez)**

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**SUMMARY:**

Designates the portion of Interstate 10 from the State Route 57 Interchange to the North Towne Avenue exit in the County of Los Angeles as the Pomona Police Officer Shaun Diamond Memorial Highway.

**SIMI VALLEY POLICE OFFICER MICHAEL CLARK MEMORIAL OVERCROSSING**

**Chapter 120/ ACR 134 (Wilk)**

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**SUMMARY:**

Designates the First Street Overcrossing of State Highway Route 118 in the City of Simi Valley as the Simi Valley Police Officer Michael Clark Memorial Overcrossing



## **LOCAL LAW ENFORCEMENT: SUPPLEMENTAL SERVICES**

### **Government Code Section 53069.8 (Amend)**

#### **Chapter 362/ [SB 872 \(Hall\)](#)**

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#### **SUMMARY:**

Allows the board of supervisors of any county to contract on behalf of the sheriff of that county, and the legislative body of any city to contract on behalf of the chief of police of that city, to provide supplemental law enforcement services to private schools, private colleges, and private universities on an occasional or ongoing basis.

#### **HIGHLIGHTS:**

- Services may be rendered by any category of peace officer including reserve peace officers. The amendments additionally provide that nothing in this bill shall prevent a University of California (UC) or California State University (CSU) police department that has been certified by POST as specified, from entering into agreements with private schools, private colleges, or private universities to provide law enforcement services.

#### **WHAT THIS BILL MEANS TO LAW ENFORCEMENT**

No immediate impact.

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**CPOA Position:** None

#### **NOTES:**

## **NARCOTICS/CONTROLLED SUBSTANCES**

## **MEDICAL MARIJUANA: CULTIVATION LICENSES**

### **Health and Safety Code Section 11362.777 (Amend)**

#### **Chapter 1/ [AB 21 \(Wood\)](#)**

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#### **SUMMARY:**

Amended the recently-enacted Medical Marijuana Regulation and Safety Act (MMRSA) to clarify the authority of cities and counties to regulate medical marijuana cultivation in their jurisdictions.

#### **HIGHLIGHTS:**

- Deleted a provision of MMRSA that grants the Department of Food and Agriculture (DFA), beginning March 1, 2016, sole licensing authority for medical marijuana (MM) cultivation applicants in any city or county that lacks land use regulations or ordinances regulating or prohibiting the cultivation of marijuana, either expressly or otherwise under the principles of permissive zoning, or chooses not to administer a conditional permit program pursuant to MMRSA.
- Adds language stating that the exemption does not limit or prevent a city or county from exercising its police authority under Section 7 of Article XI of the California Constitution.

#### **WHAT THIS BILL MEANS TO LAW ENFORCEMENT**

Cities and counties with local ordinances not in place by March 1, 2016 still have time to formulate them, as many local governments currently are.

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**CPOA Position:** None

#### **NOTES:**

## CONTROLLED SUBSTANCES

Health and Safety Code Section 11357.5 and 11375.5 (Amend) and Section 11375.7 (Add) and Penal Code Section 1000.5 (Amend)

Chapter 624 / [SB 139 \(Galgiani\)](#)

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### SUMMARY:

Provides that possession of specified synthetic cannabinoids or stimulants is a crime.

### HIGHLIGHTS:

- Expands the definition of a synthetic cannabinoid compound by listing additional chemical categories and myriad individual chemicals as synthetic cannabinoids.
- Provides that a first offense of using or possessing a synthetic stimulant compound or synthetic cannabinoid is punishable as an infraction, a second offense is punishable as an infraction or a misdemeanor, and a third or subsequent offense is punishable as a misdemeanor.
- Authorizes a person charged with certain crimes relating to synthetic stimulant compounds or synthetic cannabinoid compounds to be eligible to participate in a preguilty plea drug court program.
- Makes legislative findings that drug abuse is a chronically relapsing condition, relapse is to be expected in treatment and treatment is cumulatively beneficial.
- Provides that a person in a treatment and education program for possession of a synthetic cannabinoid or stimulant should not be dismissed from the program for a positive test for drugs or alcohol if the person is otherwise making progress in the program.
- Provides that an analog of a specifically enumerated synthetic cannabinoid shall be considered a prohibited synthetic cannabinoid.

### WHAT THIS BILL MEANS TO LAW ENFORCEMENT

No Immediate Impact.

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**CPOA Position:** Support

### NOTES:

## **FORFEITURE: ASSETS: CONTROLLED SUBSTANCES**

**Health and Safety Code Sections 11470.1, 11488.4, 11488.5, and 11495 (Amend) and Section 11471.2 (Add)**

**Chapter 831 / [SB 443 \(Mitchell\)](#)**

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### **SUMMARY:**

Requires a conviction before California law enforcement agencies can share in the proceeds of drug asset forfeiture in joint federal-state task force cases; except for seizures of cash in excess of \$40,000.

### **HIGHLIGHTS:**

- Prohibits "adoption" by federal authorities of California law enforcement drug asset seizures; and requires additional data in the California Department of Justice report on California drug asset forfeiture.
- If a defendant, charged with a specified criminal offense arising from a state or local joint law enforcement operation with federal agency, willfully fails to appear in court, or is deceased, there shall be no requirement of a criminal conviction in order for state or local law enforcement to receive an equitable share of any federal forfeiture proceeding.
- Requires proof beyond a reasonable doubt in all forfeiture cases which are contested, except cash or negotiable instruments of \$40,000 or more for which the standard is proof by clear and convincing evidence.
- Allows forfeiture of property less than \$25,000 if notice of the forfeiture has been provided, as specified, and no claims have been made.

### **WHAT THIS BILL MEANS TO LAW ENFORCEMENT**

State and local law enforcement authorities shall not refer, or otherwise transfer, property seized under state law to a federal agency seeking the adoption of the seized property.

---

**CPOA Position:** Neutral

### **NOTES:**

## **CONTROLLED SUBSTANCES: SYNTHETIC CANNABINOIDS: ANALOGS**

**Health and Safety Code Section 11400 and 11401 (Amend)**

**Chapter 627 / [SB 1036 \(Hernandez\)](#)**

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### **SUMMARY:**

Makes it a crime to possess, sell, transport, or manufacture an analog of a synthetic cannabinoid compound, aka "Spice."

### **HIGHLIGHTS:**

- Expands the definition of controlled substance analog to include a substance the chemical structure of which is substantially similar to the chemical structure of a synthetic cannabinoid compound.

### **WHAT THIS BILL MEANS TO LAW ENFORCEMENT**

Will allow for the banning of even slight variations in synthetic marijuana, provided that the chemical makeup and intoxicating effects are similar to the already-banned formulation.

---

**CPOA Position:** None

### **NOTES:**

## CONTROLLED SUBSTANCES

### Health and Safety Code Sections 11350.5 and 11377.5 (Add)

#### Chapter 893 / [SB 1182 \(Galgiani\)](#)

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#### SUMMARY:

Provides that possession of gamma hydroxybutyric acid (GHB), flunitrazepam (Rohypnol), or ketamine with the intent to commit a sex crime, as defined, is a felony with sentence served in prison.

#### HIGHLIGHTS:

- Defines "sexual assault" for the purposes of this bill to include, but not be limited to, violations of specified provisions related to sexual assault committed against a victim who is prevented from resisting by an intoxicating or anesthetic substance, or any controlled substance.
- States the finding of the Legislature that in order to deter the possession of ketamine, GHB, and Rohypnol by sexual predators and to take steps to prevent the use of these drugs to incapacitate victims for purposes of sexual exploitation, it is necessary and appropriate that an individual who possesses one of these substances for predatory purposes be subject to felony penalties.

#### WHAT THIS BILL MEANS TO LAW ENFORCEMENT

Reporting possession may need to be altered to demonstrate intention to commit assault.

---

**CPOA Position:** Support.

CPOA Co-Sponsored 2015 Assembly version of this bill.

#### NOTES:

## **PUBLIC RECORDS**



## HUMAN TRAFFICKING

### Government Code Section 6254 (Amend) and Penal Code Sections 293, 293.5 (Amend) and Section 1048.2 (Add)

#### Chapter 644 / [AB 2498 \(Bonta\)](#)

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#### SUMMARY:

Protects the names, addresses, and images of victims of human trafficking, and of their families, from public disclosure.

#### HIGHLIGHTS:

- Authorizes, at the request of a victim of human trafficking, the withholding of the names and images of the victim or of the victim's immediate family, as defined, from disclosure under the California Public Records Act (CPRA) until the investigation or any other subsequent prosecution is complete.
- Prohibits a law enforcement agency from disclosing the names, addresses, or images of a person who alleges to be a victim of human trafficking, or of that alleged victim's immediate family, unless the disclosure is made to specified persons or agencies.
- Defines "sex offense," for purposes of the Penal Code (PC) sections amended by this bill, to include human trafficking, and makes conforming changes to clarify that a person who was forced to commit acts of prostitution because he or she is a victim of human trafficking is the victim of a sexual offense.
- Authorizes the court, for good cause, to grant priority to an action for an alleged violation of the prohibition against human trafficking as the court, in its discretion, may determine to be appropriate.

#### WHAT THIS BILL MEANS TO LAW ENFORCEMENT

Requires law enforcement to orally inform a person who alleges to be a victim of human trafficking or his or her right to have his or her name, addresses, or images, or those of his or her immediate family members withheld and kept confidential.

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**CPOA Position:** None

#### NOTES:

## **PUBLIC RECORDS**

### **Government Code Section 6253 (Amend)**

#### **Chapter 275/ [AB 2853 \(Gatto\)](#)**

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#### **SUMMARY:**

Authorizes a public agency that posts a public record on its Internet Web site to refer a person that requests to inspect or obtain the record to the agency's Web site, as specified, and makes required findings.

#### **HIGHLIGHTS:**

- Allows a public agency to comply with certain disclosure requirements under the California Public Records Act (CPRA) by posting any public record on its Internet Web site and, in response to a request for a public record posted on the Internet Web site, directing a member of the public to the location on the Internet Web site where the public record is posted.
- If after the agency directs a member of the public to the Internet Web site, the member of the public requesting the public record asks for a copy of any such public record, due to an inability to access or reproduce the public records from the Internet Web site, the agency shall promptly provide a copy of the public record, as specified.
- Makes findings, as required by the California Constitution, that this change to the CPRA furthers the purpose of the CPRA by making public record disclosures more quickly and cost effectively.
- Clarifies that they agency shall "direct" a requester to the appropriate location on the Web site where records are located, rather than merely "refer" the requester to the Web site.
- Replaces a requirement that the agency prepare a copy of the requested record "within 10 days" with a requirement that the agency "promptly provide" a copy of the public record.

#### **WHAT THIS BILL MEANS TO LAW ENFORCEMENT**

Records supervisors or managers may have to take more time "directing" the public to records location on agency website.

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**CPOA Position:** None

#### **NOTES:**

## **SENTENCING**

## **SENTENCING: RESTORATIVE JUSTICE**

### **Penal Code Section 1170 (Amend)**

Chapter 696 / [AB 2590 \(Weber\)](#)

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#### **SUMMARY:**

Finds and declares that the purpose of sentencing is public safety achieved through punishment, rehabilitation, and restorative justice and directs the Department of Corrections and Rehabilitation (CDCR) to develop a mission statement consistent with this bill's findings and declarations.

#### **HIGHLIGHTS:**

- Encourages CDCR to develop programs and policies to educate and rehabilitate eligible inmates. Extends until January 1, 2022, the authority of the court to, in its discretion, impose the appropriate term that best serves the interests of justice.
- Replaces the word "punishment" with the word "sentence" in all relevant statutes.

#### **WHAT THIS BILL MEANS TO LAW ENFORCEMENT**

No Immediate Impact.

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**CPOA Position:** None

#### **NOTES:**

## **PROPOSITION 47: SENTENCE REDUCTION**

**Penal Code Section 1170.18 (Amend)**

**Chapter 767 / [AB 2765 \(Weber\)](#)**

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### **SUMMARY:**

Eliminates the deadline to file petitions for relief for persons seeking reductions of prior felony convictions to misdemeanors under Proposition 47 and authorizes the filing of a petition until November 4, 2022, or later upon a showing of good cause.

### **WHAT THIS BILL MEANS TO LAW ENFORCEMENT**

No Immediate Impact.

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**CPOA Position:** Watch

### **NOTES:**

## **SENTENCING**

**Penal Code Sections 186.22, 186.33, 1170, 1170.1, 1170.3, 12021.5, 12022.2 and 12022.4 (Amend)**

**Chapter 887 / [SB 1016 \(Monning\)](#)**

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### **SUMMARY:**

Extends the sunset provisions from January 1, 2017 to January 1, 2022 on specified basic sentencing provisions on the factors a court shall consider and procedure the court shall follow in choosing to impose a lower, middle or upper term.

### **WHAT THIS BILL MEANS TO LAW ENFORCEMENT**

No Immediate Impact.

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**CPOA Position:** Watch

### **NOTES:**

## **SENTENCING**

### **Penal Code Section 1170 (Amend)**

#### **Chapter 867/ [SB 1084 \(Hancock\)](#)**

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#### **SUMMARY:**

Makes changes to the provisions allowing a person who was under 18 years of age when sentenced to life without parole to submit a petition for resentencing.

#### **HIGHLIGHTS:**

- Clarifies that the person convicted for a crime committed while under the age of 18 and sentenced to LWOP can submit a petition after he or she has been incarcerated at least 15 years.
- Provides that if the court finds by a preponderance of the evidence that one or more of the statements specified is true, the court shall recall the sentence and commitment previously ordered and hold a hearing to resentence the defendant.
- Clarifies that the defendant may submit another petition if the sentence is not recalled or the defendant is resented to LWOP.
- Clarifies that nothing in the provisions dealing with the ability of a person to seek a resentencing is intended to diminish or abrogate any rights or remedies otherwise available.

#### **WHAT THIS BILL MEANS TO LAW ENFORCEMENT**

No Immediate Impact.

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**CPOA Position:** Oppose

#### **NOTES:**

## **SEX CRIMES & CRIMES AGAINST CHILDREN**



## **CHILD WITNESSES: HUMAN TRAFFICKING**

**Penal Code Section 1347.1 (Add)**

**Chapter 635 / [AB 1276 \(Santiago\)](#)**

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### **SUMMARY:**

Authorizes a minor, 15 years of age or younger, to testify at trial out of the presence of the defendant and jury by way of closed-circuit television in human trafficking cases.

### **HIGHLIGHTS:**

- Applies the same procedures as currently permitted for allowing a minor, 13 years of age or younger, to testify by means of closed-circuit television in specified cases provided the court makes certain findings.

### **WHAT THIS BILL MEANS TO LAW ENFORCEMENT**

No Immediate Impact.

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**CPOA Position:** Support

### **NOTES:**

## **HUMAN TRAFFICKING: VICTIMS: AFFIRMATIVE DEFENSE**

### **Evidence Code Section 1107.5 (Add) and Penal Code Section 236.23 (Add)**

#### **Chapter 636 / [AB 1761 \(Weber\)](#)**

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#### **SUMMARY:**

Creates a human trafficking affirmative defense applicable to non-violent, non-serious, non-trafficking crimes.

#### **HIGHLIGHTS:**

- Records sealed after prevailing on the human trafficking affirmative defense may still be accessed by law enforcement for subsequent investigatory purposes involving persons other than the defendant.
- In addition to any other affirmative defense, it is a defense to a crime that the person was coerced to commit the offense as a direct result of being a human trafficking victim at the time of the offense and of reasonable fear of harm.
- States that this affirmative defense does not apply to a serious felony, a violent felony, or the offense of human trafficking, as specified.
- Establishes the standard of proof for the human trafficking affirmative defense as the preponderance of evidence standard.
- States that certifying records from federal, state, tribal, or local court or government certifying agencies for documents such as U or T visas, may be presented to establish the affirmative defense.
- Provides that the human trafficking affirmative defense can be asserted at any time before entry of plea or before the end of a trial. The defense can also be determined at the preliminary hearing.
- Entitles a person who successfully raises the human trafficking affirmative defense to the following relief:
  - Sealing of all court records in the case
  - Release from all penalties and disabilities resulting from the charge, and all actions that led to the charge shall be deemed not to have occurred; and
  - Permission to attest in all circumstances that he or she has never been arrested for, or charged with the subject crime, including in financial aid, housing, employment, and loan applications.
- States that, in any juvenile delinquency proceeding, if the court finds that the alleged offense was committed as a direct result of being a victim of human trafficking then it shall dismiss the case and automatically seal the case records.
- States that the person may not be thereafter charged with perjury or otherwise giving a false statement based on the above relief.

- States that in a juvenile delinquency proceeding, if the court finds that the offense charged in the proceedings was committed as a direct result of the minor being a victim of human trafficking, and the affirmative defense was established by a preponderance of the evidence, then the court shall dismiss the proceedings and order automatic record sealing.
- Provides that in a criminal action expert testimony is admissible by either the prosecution or defense regarding the effects of human trafficking on its victims, including, but not limited to the nature and effect of physical, emotional, or mental abuse on the beliefs, perceptions, or behavior of human trafficking victims.
- Stated that the requisite foundation for the introduction of this expert testimony will be established if the proponent of the evidence shows its relevance and the proper qualifications of the expert witness.

#### **WHAT THIS BILL MEANS TO LAW ENFORCEMENT**

No immediate impact.

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**CPOA Position:** None

**NOTES:**

## **CHILD ABUSE REPORTING**

**Penal Code Section 11105.04 (Amend)**

**Chapter 860 / [AB 2417 \(Cooley\)](#)**

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### **SUMMARY:**

Prohibits the DOJ from charging fees to Court Appointed Special Advocate (CASA) Programs for background checks.

### **WHAT THIS BILL MEANS TO LAW ENFORCEMENT**

No immediate impact.

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**CPOA Position:** None

### **NOTES:**

## **SEX OFFENDERS: INTERNET IDENTIFIERS**

**Penal Code Sections 290.012, 290.014, 290.018, 290.024 and 290.45 (Amend) and Section 290.015 (Amend and Repeal)**

**Chapter 772/ [SB 448 \(Hueso\)](#)**

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### **SUMMARY:**

Deletes the requirement that a person subject to sex offender registration list on his or her sex offender registration all Internet service providers used by him or her.

### **HIGHLIGHTS:**

- Requires a person who is convicted of a felony on or after January 1, 2017, that requires registration pursuant to the Act, and one or more specified circumstances, including that the person used the Internet to collect any private information to identify a victim of the crime to further the commission of the crime, to register his or her Internet identifiers, as defined.

### **WHAT THIS BILL MEANS TO LAW ENFORCEMENT**

Requires the convicted person to send written notice to the law enforcement agency or agencies with which he or she is currently registered within 30 days of establishing or changing an Internet identifier.

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**CPOA Position:** None

### **NOTES:**

## **SEX OFFENSES: STATUTE OF LIMITATIONS**

**Penal Code Sections 799, 801.1, and 803 (Amend)**

**Chapter 777/ [SB 813 \(Leyva\)](#)**

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### **SUMMARY:**

Eliminates any statute of limitations for specified sex crimes.

### **HIGHLIGHTS:**

- Prosecution for the following felony sex crimes may be commenced at any time:
  - rape
  - spousal rape
  - in concert rape, spousal rape or forcible sexual
  - penetration
  - forcible sodomy
  - molestation of a child under the age of 14 involving "substantial sexual conduct"
  - molestation of a child under the age of 14 by use of force, violence, duress, menace, or fear of immediate and unlawful bodily injury on the victim or another person
  - continuous sexual abuse of a child under the age of 14
  - forcible oral copulation
  - forcible sexual penetration.
  
- Provides that its provisions apply "to crimes that were committed on or after January 1, 2017, and to crimes for which the statute of limitations that was in effect prior to January 1, 2017, has not run as of January 1, 2017.

### **WHAT THIS BILL MEANS TO LAW ENFORCEMENT**

No immediate impact.

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**CPOA Position:** None

### **NOTES:**

## **CRIMINAL PROCEDURE: HUMAN TRAFFICKING**

### **Penal Code Section 236.14 (Amend)**

#### **Chapter 650 / [SB 823 \(Block\)](#)**

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#### **SUMMARY:**

Allows a person who was the victim of human trafficking to petition for dismissal of a conviction or juvenile adjudication for any non-violent offense committed as a direct result of being a human trafficking victim and to have the arrest and court records for such an offense sealed.

#### **HIGHLIGHTS:**

- Requires the petitioner to establish by clear and convincing evidence that the arrest or conviction was the direct result of being a victim of human trafficking to be eligible for relief.
- Requires the petition for relief to be submitted under penalty of perjury and describe all available grounds and evidence that the petitioner was a victim of human trafficking and the arrest or conviction of a non-violent offense was the direct result of being a victim of human trafficking.
- Provides that if the petitioner establishes that his or her juvenile arrest or adjudication was the result of human trafficking; this creates a rebuttable presumption of eligibility for relief.
- Requires the petition for relief and supporting documentation to be served on the state or local prosecutorial agency that obtained the conviction for which relief is sought. The state or local prosecutorial agency shall have 45 days from the date of receipt of service to respond to the application for relief.
- States that if opposition to the application is not filed by the applicable state or local prosecutorial agency, the court shall deem the application unopposed and may grant the application, with or without a hearing in the court's discretion.
- Specifies that the court may, with the agreement of the petitioner and all of the involved prosecutorial agencies, consolidate into one hearing a petition with multiple convictions from different jurisdictions.

#### **WHAT THIS BILL MEANS TO LAW ENFORCEMENT**

No immediate impact.

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**CPOA Position:** None

#### **NOTES:**

## **PROSTITUTION: SANCTIONS**

**Penal Code Sections 647 (Amend)**

**Chapter 724 / [SB 1129 \(Monning\)](#)**

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### **SUMMARY:**

Repeals statutory provisions imposing mandatory minimum prostitution jail terms, including for those who accept probation, for repeat offenders.

### **HIGHLIGHTS:**

- Authorizes a court to restrict the driver's license of a person who is convicted of repeated prostitution offenses.

### **WHAT THIS BILL MEANS TO LAW ENFORCEMENT**

No immediate impact.

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**CPOA Position:** None

### **NOTES:**



## COMMERICAL SEX ACTS: MINORS

### Penal Code Sections 647 and 653.22 (Amend)

#### Chapter 654 / [SB 1322 \(Mitchell\)](#)

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#### SUMMARY:

Provides that a minor who engages in conduct that would constitute a prostitution offense shall not be arrested for a criminal offense, if the minor was the party who received or agreed to receive money or other consideration in exchange for a sex act.

#### HIGHLIGHTS:

- Provides that a peace officer who encounters a minor engaged in a commercial sex act shall report these circumstances as abuse or neglect of a minor to the county child welfare agency in accordance with the CSECP, as defined in the Welfare and Institutions Code Sections 16524.6-16524.11.
- Provides that a CSEC may be adjudged a dependent child of the juvenile court.
- Provides that a CSEC may be taken into temporary custody "if the minor has an immediate need for medical care, or is in immediate danger of physical or sexual abuse, or the physical environment" or the child's unattended status "poses an immediate threat to the child's health or safety."

#### WHAT THIS BILL MEANS TO LAW ENFORCEMENT

No immediate impact.

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**CPOA Position:** None

#### NOTES:

## **UNMANNED AIRCRAFT**

## **UNMANNED AIRCRAFT SYSTEMS**

**Civil Code Section 43.101 (Add) and Government Code Chapter 4.5 (commencing with Section 853) of Part 2 of Division 3.6 of Title 1 (Add)**

**Chapter 834/ [SB 807 \(Gaines\)](#)**

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### **SUMMARY:**

Would further limit the exposure to civil liability of an emergency responder for damage to an unmanned aircraft or unmanned aircraft system, if the damage was caused while the emergency responder was performing specific emergency services and the unmanned aircraft or unmanned aircraft system was interfering with the provision of those emergency services.

### **WHAT THIS BILL MEANS TO LAW ENFORCEMENT**

No Immediate Impact.

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**CPOA Position:** Watch

### **NOTES:**



# GENERAL ELECTION VOTER GUIDE



## 2016 PUBLIC SAFETY MEASURES ON THE BALLOT

### PROP 57-Parole Eligibility and Juvenile Criminal Proceedings

**VOTE NO**

- Would potentially reduce prison sentences for serious offenders who have committed terrible crimes such as the rape of an unconscious person, assault with a deadly weapon, taking a hostage, domestic violence involving trauma, arson causing great bodily injury, and discharging a firearm on school grounds.
- Reverses discretion of District Attorneys to charge juveniles aged 14 or over as adults and places discretion solely with a Judge.

**CPOA Public Safety Concerns:** Violent crime rose by 10% in California in 2015 and this is another attempt to weaken the state's criminal justice system.

### PROP 62-Death Penalty Repeal

**VOTE NO**

- Repeals death penalty as maximum punishment for persons found guilty of murder and replaces it with life imprisonment without possibility of parole (LWOP).

**CPOA Public Safety Concerns:** The death penalty is rarely used in California and is reserved only for the worst offenders. It is a system that provides accountability, therefore sentencing procedures need to be streamlined and amended (see Proposition 66), not thrown away.

### Prop 64-Legalization of Recreational Marijuana Use

**VOTE NO**

- Legalizes adult (age 21 and over) use of marijuana and hemp under state law.
- Creates bloated regulatory structure to oversee legalization.
- Allows persons previously convicted of selling dangerous controlled substances such as heroin to apply for a license to sell marijuana.

**CPOA Public Safety Concerns:** This poorly drafted initiative allows for advertisements geared towards children and recent legalization efforts in states like Colorado have resulted in significant increases in marijuana-related traffic deaths, youth marijuana use that has resulted in academic underperformance, and emergency room visits related to marijuana use. It is feared that California will follow suit due to nearly identical language. Virtually all tax revenue generated will go to administering an enormous bureaucracy, not to local law enforcement efforts to keep this drug out of the hands of children and organized crime.

### Prop 66-Death Penalty Reform

**VOTE YES**

- Changes procedures governing state court appeals and petitions challenging death penalty convictions and sentences.
- Designates superior court for initial petitions and limits successive petitions.

**CPOA Thoughts:** California's capital punishment system is in need of productive reform, and Prop 66 actively takes that approach to ensure that no financial burden is placed on the public.

## CANDIDATES ENDORSED BY THE CALIFORNIA PEACE OFFICERS' ASSOCIATION

### UNITED STATES SENATE

Kamala D. Harris (D), *Attorney General of California*

### UNITED STATES HOUSE OF REPRESENTATIVES-7<sup>th</sup> District

Scott Jones (R), *Sacramento County Sheriff*

### CALIFORNIA STATE SENATE-3<sup>rd</sup> District

Mariko Yamada (D), *Former State Assembly member*

### CALIFORNIA STATE SENATE-5<sup>th</sup> District

Cathleen Galgiani (D), *California State Senator*

### CALIFORNIA STATE SENATE-25<sup>th</sup> District

Michael D. Antonovich (R), *Los Angeles County Supervisor*

### CALIFORNIA STATE SENATE-27<sup>th</sup> District

Steve Fazio (R), *Business Owner/ Former LAPD Reserve Officer*



## California Peace Officers' Association (CPOA)

# 2017 Legislative Platform & Priorities

**Deputy Chief David McGill**, CPOA President, *Newport Beach Police Department*

**Captain Randy Fenn**, Law & Legislation Committee Chair, *Fairfield Police Department*

**Shaun Rundle**, Legislative & Region Affairs Representative, *California Peace Officers' Association*

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The California Peace Officers' Association is a membership of over 5,000 law enforcement professionals including the California Highway Patrol, Sheriffs, Chiefs of Police, command staff of all jurisdictional levels, line level officers, investigators, civilian staff and retired peace officers. In addition to implementing the most innovative and relevant training and leadership development for law enforcement anywhere in the world, our responsibility to the profession means that we have a very large bill load and participate in a number of legislative issues.

### CRIMES & CRIMINAL REFORM

- **Oppose any efforts to further decriminalize existing crimes in California or lessen the sentences of any offenses that would result in the release of serious criminals who would further harm the safety of the public and law enforcement personnel.**
- **Support legislation that combats the growing crime of human trafficking, and provide to the legislature details and figures to further understand the scope of human trafficking in California.**

### FUNDING & LOCAL BUDGET CONTROL

- **Support funding initiatives for POST and other law enforcement support organizations.** We will work with POST and the Governor's office to ensure ongoing funding is addressed and achieved.
- **Support and encourage legislation and budget negotiations that retain funding for State and local law enforcement agencies to effectively serve their communities.** These needs include behavioral health treatment, drug and trafficking taskforces, crisis intervention teams, and adequate patrol staffing.
- **Identify opportunities for reimbursements to supplement increased custodial and supervision costs resulting from prison realignment.**
- **Support and encourage legislation and budget proposals providing local funding for adherence to the President's Taskforce on 21<sup>st</sup> Century Policing.**
- **Oppose legislation with mandates for local agency adherence to operations and programs that may not reimbursable by State budget funds.**

### LOCAL OPERATIONS

- **CPOA supports the deployment and research of new and emerging technologies that provide law enforcement with the tools to provide the highest level of service to our communities.**
  - **Next Generation 911**-CPOA supports the development and deployment of enhanced 911 services to allow first responders the ability to respond quickly to the needs of the people of California

- **Mobile & Body Worn Cameras**-CPOA supports the funding and deployment of mobile cameras in vehicles and for personal wear, funding for the use of secure cloud storage for law enforcement and the development of policies to protect the privacy of the children, students, patients, the innocent, victims and peace officers.

Support any body worn camera measures that provide for local agency formation of equipment, policy and deployment decisions that best serve their communities and their department.

Support efforts that provide local agencies with the ability to engage with their communities to determine the appropriate time, if any, for the release of investigative records to the public.

- **New Generation Investigative Technology**-CPOA supports the deployment of new and emerging investigation technology, including unmanned aircraft, and the development of local policies that provides the tools to save abducted children; collect DNA, prevent the exploitation of children and vulnerable adults and prosecute those who violate the rights of any person.

- **Digital Evidence**-CPOA will engage with the Legislature and Governor on the extreme need for local funding to collect, store and retain large amounts of digital evidence.

- **Engage with the Legislature, Governor and external stakeholders on efforts to implement an effective Next of Kin vehicle emergency notification system.**
- **CPOA supports transparent government and the role of the California Public Records Act while simultaneously observing and protecting the current Rule of Law in California.**
- **Engage with the Legislature and Governor on proposals that maintain and strengthen the integrity and effectiveness of public safety in California, and oppose any measures intending to weaken the same.**

### **BEHAVIORAL/MENTAL HEALTH RESPONSE**

- **Support legislation that expands the treatment of and response to mentally ill persons, and inform the Legislature and Governor on the effective mental and behavioral health support practices currently being practiced by law enforcement in California.**
- **Inform the Legislature and Governor on the growing issues associated with the mentally ill, and the increased demand being placed on law enforcement for response to these issues, which include: homelessness, substance abuse and dependency, and unpredictable and potentially harmful behavior towards the public and peace officers.**

### **DATA REPORTING**

- **Engage with the Legislature, Governor and California Department of Justice on effective and relevant reporting of local agency data, and ensure that any disclosed data be fair and balanced and protects the safety of officers and the public they serve.**



## **VEHICLE MOTORCYCLES: LANE SPLITTING**

**Vehicle Code Section 21658.1 (Add)**

**Chapter 141/ [AB 51 \(Quirk\)](#)**

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### **SUMMARY:**

Defines lane splitting and authorizes the California Highway Patrol (CHP) to develop educational safety guidelines regarding the practice.

### **HIGHLIGHTS:**

- Defines lane splitting as driving a motorcycle, that has two wheels in contact with the ground, between rows of stopped or moving vehicles in the same lane.
- Requires the CHP, in developing guidelines, to consult with agencies concerned with motorcycle safety, including the Department of Motor Vehicles, Caltrans, the Office of Traffic Safety, and at least one organization focused on motorcycle safety.

### **WHAT THIS BILL MEANS TO LAW ENFORCEMENT**

Current law does not change. Lane splitting remains legal if done safely.

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### **NOTES:**



## TEMPORARY LICENSE PLATES

Vehicle Code Section 1685, 4456, 4465.2, 4456.5, 4462, 4463, 4763, 4773, 5201, 5202, 5901, 6100, 11714, 38080 (Amend, repeal and add).

Chapter 90/ [AB 516 \(Mullin\)](#)

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### SUMMARY:

Requires the Department of Motor Vehicles (DMV) to develop an operational system to issue temporary license plates (TLPs) and requires new and used vehicle dealers to attach TLPs to all unlicensed vehicles when they are sold beginning January 1, 2019.

### HIGHLIGHTS:

- Requires the DMV, by January 1, 2019, to develop a system for electronically reporting vehicle sales before the vehicle is delivered to the purchaser and for issuing TLPs.
- Requires dealers, by January 1, 2019, to affix the TLP to the automobile at the time of sale.
- Establishes a 14-day grace period for installing the permanent license plate after they are issued to the owner.
- Authorizes the DMV to recover the cost of developing the TLP system by increasing existing fees for the recording of notices of delinquent parking violations and delinquent toll evasions beginning January 1, 2018.
- Authorizes dealers, beginning January 1, 2019, to raise their document processing fees by \$5, from \$80 to \$85 for new cars and from \$65 to \$70 for used cars.
- Makes the altering, forging, etcetera a felony.

### WHAT THIS BILL MEANS TO LAW ENFORCEMENT

A TLP will enable law enforcement to identify vehicles operated without a permanent license plate issued by the DMV.

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### NOTES:

## **TRANSPORTATION NETWORK COMPANIES**

### **Public Utilities Code Section 5445.2 (Add)**

#### **Chapter 740/ [AB 1289 \(Mullin\)](#)**

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#### **SUMMARY:**

Requires a Transportation Network Company (TNC) to conduct a criminal background check for each participating driver.

#### **HIGHLIGHTS:**

- Requires a TNC to conduct, or have a third-party conduct, a local and national criminal background check for each participating driver that including the following:
  - A multistate and multijurisdictional criminal records locator or other similar commercial nationwide database with validation; and
  - A search of the United States Department of Justice National Sex Offender Public Web site.
- Prohibit a TNC from contracting with, employing, or retaining a driver if he or she meets either of the following criteria:
  - Is currently registered on the United States Department of Justice National Sex Offender Public Web site; or
  - Has been convicted of specified felonies within the previous seven years. Felony convictions include: a violent crime, sexual offense, identity theft, act of fraud or act of terror; or
  - Has been convicted within the previous seven years of any crime involving property damage, non-felony violent crime, theft, or driving under the influence of alcohol or drugs.
- A TNC that violates, or fails to comply with, the specified requirements, could be subject to a penalty of not less than \$1,000 nor more than \$5,000 for each offense.

#### **WHAT THIS BILL MEANS TO LAW ENFORCEMENT**

No immediate impact.

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#### **NOTES:**

## **AUTONOMOUS VEHICLES: PILOT PROJECT**

### **Vehicle Code Section 38755 (Add and Repeal)**

#### **Chapter 814/ [AB 1592 \(Bonilla\)](#)**

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#### **SUMMARY:**

Authorizes the Contra Costa Transportation Authority (CCTA) to conduct a pilot project for testing autonomous vehicles.

#### **HIGHLIGHTS:**

- Authorizes CCTA to conduct a pilot for the testing of autonomous vehicles (AV) not equipped with a steering wheel, a brake pedal, an accelerator, or an operator in the driver's seat.
- Limits the testing to a private business park and the roads within the park, including public roads within the GoMentum Station at the Concord Naval Weapons Station.
- Limits the speed of AVs during testing to under 35 mph.
- Requires a "law enforcement interaction plan" regarding jurisdiction and how to interact with the vehicle in emergency and traffic enforcement situations.

#### **WHAT THIS BILL MEANS TO LAW ENFORCEMENT**

No immediate impact.

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#### **NOTES:**

## **TOUR BUSES: SAFETY INSPECTIONS**

**Vehicle Code Section 34505.2 (Add)**

**Chapter 685/ [AB 1677 \(Ting\)](#)**

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### **SUMMARY:**

Requires the California Highway Patrol (CHP) to develop protocols for collaborating with local governments to increase the number of tour bus inspections completed on tour buses operated within their jurisdiction.

### **HIGHLIGHTS:**

- Requires the CHP to develop protocols for entering into memoranda of understanding (MOUs) with local governments to increase the number of inspections for locally operated tour buses.
- A MOU will be generated upon request and in consultation with a local government desiring the CHP to conduct additional inspections.

### **WHAT THIS BILL MEANS TO LAW ENFORCEMENT**

No immediate impact.

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### **NOTES:**

## **VEHICLES: USE OF WIRELESS ELECTRONIC DEVICES**

### **Vehicle Code Section 23123.5 (Repeal and Add)**

#### **Chapter 660/ [AB 1785 \(Quirk\)](#)**

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#### **SUMMARY:**

Prohibits the use of a wireless telephone (WT) or an electronic wireless communications device (EWCD) while driving a motor vehicle unless the device is specifically designed and configured to allow voice-operated and hands-free operation, and used in that manner while driving.

#### **HIGHLIGHTS:**

- Does not apply to manufacture-installed systems that are embedded in the vehicle.
- A WT or EWCD may be operated in a manner that requires the use of the driver's hand while the driver is operating a vehicle if two conditions are met:
  - The WT or EWCD must be mounted on a vehicle's windshield or affixed to a vehicle's dashboard or center console in a manner that does not hinder the driver's view of the road.
  - A driver's hand is used to activate or deactivate a feature or function of the handheld WT or EWCD with the motion of a single swipe or tap of a driver's finger.
- Exempts an emergency services professional using a EWCD while operating an authorized emergency vehicle, in the course and scope of his or her duties.
- Defines EWCD as a broadband personal communication device, a specialized mobile radio device, a handheld device or laptop computer with mobile data access, a pager, or a two-way messaging device.

#### **WHAT THIS BILL MEANS TO LAW ENFORCEMENT**

Clarifies distracted driving prohibitions for law enforcement and motorists.

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#### **NOTES:**

## **VEHICLES: STOPPING, STANDING, AND PARKING**

### **Vehicle Code Section 22500.2 (Add)**

Chapter 358/ [AB 2491 \(Nazarian\)](#)

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#### **SUMMARY:**

Prohibits a person from stopping, standing or parking a vehicle within 15 feet of the driveway entrance to a police department, ambulance service provider, or general acute care hospital.

#### **HIGHLIGHTS:**

- Requires local authorities to pass an ordinance.
- Requires local authorities to provide appropriate curb markings or “KEEP CLEAR” pavement markings and post appropriate signs delineating the parking restriction.
- Clearly marked police, ambulance and hospital vehicles are exempt from parking prohibitions.

#### **WHAT THIS BILL MEANS TO LAW ENFORCEMENT**

Could improve emergency response times.

---

#### **NOTES:**

## **VEHICLES: PASSENGER FOR HIRE: DRIVING UNDER THE INFLUENCE**

### **Vehicle Code Sections 23152 and 23153 (Amend)**

Chapter 765/ [AB 2687 \(Achadjian\)](#)

---

#### **SUMMARY:**

This bill makes it unlawful for a person driving a motor vehicle with a blood alcohol level of 0.04 percent or greater when a passenger for hire is in the vehicle.

#### **HIGHLIGHTS:**

- Effective July 1, 2018, it will be unlawful for a person, who has a blood alcohol concentration of 0.04 percent or more, by weight, of alcohol in his or her blood, to drive a motor vehicle when a “passenger for hire” is a passenger in the vehicle at the time of the offense.
- Makes it unlawful for a person who has a blood-alcohol concentration of 0.04 percent or more, by weight, of alcohol in his or her blood, to drive a motor vehicle when a “passenger for hire” is a passenger in the vehicle at the time of the offense and concurrently do any act or neglect any duty that proximately causes great bodily injury to any person other than the driver.
- Defines “Passenger for hire” as a passenger for whom consideration is contributed or expected as a condition of carriage in the vehicle, whether directly or indirectly flowing to the owner, operator, agent, or any other person having an interest in the vehicle.

#### **WHAT THIS BILL MEANS TO LAW ENFORCEMENT**

This bill holds taxis and other passenger for hire and ride sharing service providers, such as Uber and Lyft, to the same blood alcohol concentration level, 0.04%, as a commercial vehicle driver.

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#### **NOTES:**

## **TRANSPORTATION: OMNIBUS BILL**

**Vehicle Code Sections 408, 21719, 22502, 24603, 24612, 25300, 26454, and 27903 (Amend);  
Vehicle Code Section 35401.9 (Add)**

**Chapter 208/ [AB 2906 \(Committee on Transportation\)](#)**

---

### **SUMMARY:**

Makes clarifying and technical changes to the Vehicle Code and conforming changes to the United States Department of Transportation Code of Federal Regulations Title 49, relating to transportation.

### **HIGHLIGHTS:**

- Expands the definition of “motor carrier” to also include a motor carrier’s agents, officers, and representatives, as well as employees responsible for the hiring, supervising, training, assigning, or dispatching of drivers and employees concerned with the installation, inspection, and maintenance of motor vehicle equipment or accessories.
- Authorizes Freeway Service Patrol tow truck drivers to use the center median or right shoulder of a roadway in the event of an emergency.
- Requires vehicles stopped or parked on a roadway with adjacent curbs or Class IV bikeways to have the right-hand wheels of the vehicle parallel with and within 18 inches of the right-hand curb.
- Clarifies that stop lamps on commercial motor vehicles are required to only emit red light.
- Requires all trailers and semitrailers having an overall width of 80 inches or more, a gross vehicle weight rating of more than 10,000 pounds, and manufactured before December 1, 1993, to comply with United States Department of Transportation Code of Federal Regulations, Title 49, Section 393.13.
- Requires commercial vehicle drivers, when their vehicle is disabled on a roadway, to place fuses or liquid burning flares at certain locations. In addition, would identify when to extinguish and remove a fusee or liquid-burning flare and when to use other non-burning emergency signals when the use of flame-producing signals would be hazardous.
- Adds new braking charts (maximum stopping distance) for motor vehicles or combination of vehicles.
- Conforms California law with federal regulations pertaining to the display of hazardous materials placards.
- Requires a driveway-towaway combination not to exceed 97 feet in length when transporting up to three saddle-mounted vehicles and one full-mounted vehicle.

### **WHAT THIS BILL MEANS TO LAW ENFORCEMENT**

No immediate impact.

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### **NOTES:**



## **CHARTER BUS SAFETY IMPROVEMENTS**

### **Vehicle Code Sections 27425, 27426, 27427, and 34505.8 (Added)**

#### **Chapter 705/ [SB 247 \(Lara\)](#)**

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#### **SUMMARY:**

Requires charter buses manufactured after July 1, 2020, to be equipped with emergency lighting fixtures that will turn on in the event of an impact or collision. Also requires a charter-party carrier (CPC) of passengers engaged in charter bus transportation to ensure the driver of the charter bus provides oral and written, or video instructions to all passengers on safety equipment and emergency exits on the bus prior to any trip.

#### **HIGHLIGHTS:**

- Requires the California Highway Patrol (CHP) to develop and adopt standards for the post collision emergency lighting implementation of passenger safety briefings prior to any trip by July 1, 2018.
- Requires the driver of a charter bus designed to carry 39 or more passengers to instruct or play a video for all passengers on the safety equipment and emergency exits on the vehicle prior to the beginning of any trip, and provide each passenger with written or video instructions that include, at a minimum, a demonstration of the location and operation of all exits, including emergency exits, and the importance of wearing a seatbelt, if available.
- Tour buses designed to carry 39 or more passengers and manufactured on or after July 1, 2020, must be equipped with emergency lighting fixtures that will turn on in the event of an impact or collision.

#### **WHAT THIS BILL MEANS TO LAW ENFORCEMENT**

No immediate impact.

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#### **NOTES:**

## **MODIFIED LIMOUSINES AND TOUR BUSES: STANDARDS AND INSPECTION**

**Vehicle Code Sections 27375, 34501 and 34505.1 (Amend)**

**Chapter 711/ [SB 812 \(Hill\)](#)**

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### **SUMMARY:**

Clarifies that the California Highway Patrol (CHP) may conduct unannounced terminal inspections of terminals with a history of noncompliance that have received a prior unsatisfactory rating. The time period for a follow-up inspection is also reduced.

### **HIGHLIGHTS:**

- Permits the CHP to conduct unannounced terminal inspections regardless of fleet size.
- Requires the CHP to conduct a follow up terminal inspection between 30 and 90 days after the initial inspection during which the unsatisfactory rating was received.
- Requires all tour buses placed out of service by the CHP to undergo and pass a secondary inspection by the CHP before passenger operation of the bus can resume.
- Extends the date requiring modified limousines to have two rear side doors and two emergency push-out windows to January 1, 2018.

### **WHAT THIS BILL MEANS TO LAW ENFORCEMENT**

No immediate impact.

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### **NOTES:**

## **TRAFFIC AMNESTY PROGRAM**

### **Vehicle Code Section 42008.8 (Amend)**

Chapter 779/ [SB 881 \(Hertzberg\)](#)

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#### **SUMMARY:**

Modifies the traffic amnesty program established in 2015 for individuals who have had their driver's license suspended due to failure to pay traffic fines.

#### **HIGHLIGHTS:**

- Clarifies that any application for amnesty submitted on or before March 31, 2017, must be processed under the same terms of amnesty.
- Ensures that the terms and procedures of installment agreements entered into by March 31, 2017, will be honored after the amnesty programs ends.
- Provides direction to the courts to, within 90 days, file the appropriate documents certifying that a person with a suspended license has fulfilled the amnesty program requirements.

#### **WHAT THIS BILL MEANS TO LAW ENFORCEMENT**

No immediate impact.

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#### **NOTES:**

## **VEHICLES: PUBLIC TRANSIT BUS LANES**

### **Vehicle Code Sections 21655.1 (Add) and 22500 (Amend)**

#### **Chapter 716/ [SB 998 \(Wieckowski\)](#)**

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#### **SUMMARY:**

Prohibits an individual from operating, stopping, parking, or leaving a motor vehicle in a public transit bus lane.

#### **HIGHLIGHTS:**

- Prohibits a person from operating a motor vehicle on a portion of a highway that has been designated for the exclusive use of public transit buses, except in compliance with the directions of a peace officer or official traffic control device.
- Prohibits stopping, parking, or leaving a vehicle in a portion of a highway that has been designated for the exclusive use of public transit buses.
- Does not apply to a driver who is required to enter a lane designated for the exclusive use of public transit buses to make a right or left turn in a location where there is no left-turn lane for motorists, or who is entering into or exiting from a highway, unless there are signs prohibiting turns across the lane or the lane is delineated by a physical separation, including, a curb, fence, landscaping, or other barrier.
- Requires a public transit agency to place and maintain signs and other official traffic control devices, indicating that a portion of a highway is designated for the exclusive use of public transit buses and to advise motorists of the hours of operation of the lane as an exclusive public transit bus lane.

#### **WHAT THIS BILL MEANS TO LAW ENFORCEMENT**

No immediate impact.

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#### **NOTES:**

## **DRIVING UNDER THE INFLUENCE: IGNITION INTERLOCK DEVICE**

**Vehicle Code Sections 23702 (Amend), 13352, 13352.4, 13353.3, 13353.4, 13353.5, 13386, 23103.5, 23247, 23573, 23575, 23576, 23597 (Amend, Repeal, and Add), 13353.6, 13353.75, 13390, 23575.3, 23575.5 (Add and Repeal). Business and Professions Code Sections 9807, 9848, 9882.14(Amend).**

**Chapter 783/ [SB 1046 \(Hill\)](#)**

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### **SUMMARY:**

Requires a driving under the influence (DUI) offender to install an ignition interlock device (IID) on his or her vehicle for a specified period of time in order to get a restricted license or to reinstate his or her license and to remove the required suspension time before a person can get a restricted license.

### **HIGHLIGHTS:**

- Extends the current four-county (Sacramento, Los Angeles, Alameda, Tulare) DUI IID pilot program until January 1, 2019.
- Beginning January 1, 2019, all DUI offenders statewide will be required to install an IID to have their license reinstated.
- Removes the time a person must have a suspended license before he or she is eligible to apply for a restricted license if he or she installs an IID.
- Authorizes a court to order a person convicted of a “wet reckless” to install an IID on his or her vehicle.
- The Bureau of Automotive Repair, within the Department of Consumer Affairs, will oversee the installation costs of an IIDs.
- An IID manufacturer that is not in compliance with specified requirements is subject to a civil assessment not to exceed \$1,000.
- Adds a sunset date of January 1, 2026.

### **WHAT THIS BILL MEANS TO LAW ENFORCEMENT**

Law enforcement officers will need to familiarize themselves with IID requirements.

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### **NOTES:**

## **PARKING ENFORCEMENT: VIDEO IMAGE EVIDENCE**

**Vehicle Code Sections 40240 and 40241 (Amend); 40240.5 (Add)**

**Chapter 427/ [SB 1051 \(Hancock\)](#)**

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### **SUMMARY:**

Authorizes the Alameda-Contra Costa Transit District (ACCTD) to enforce parking violations in transit-only lanes utilizing bus-mounted cameras.

### **HIGHLIGHTS:**

- Allows the ACCTD to install forward facing parking control devices on city or district-owned buses for the purpose of enforcing parking violations in transit-only traffic lanes.
- The authority for the ACCTD to implement an automated enforcement system to enforce parking violations exists only until January 1, 2022.
- The ACCTD is required to report on the automated enforcement system's effectiveness, impact on privacy, cost to implement, and generation of revenue, no later than January 1, 2021.

### **WHAT THIS BILL MEANS TO LAW ENFORCEMENT**

No immediate impact.

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### **NOTES:**

## **SCHOOLBUS SAFETY: CHILD ALERT SYSTEM**

**Vehicle Code Sections 13370 (Amend) and 28160 (Add) Education Code Sections 39831.3, 39860, 40085 (Amend) and 39843 (Add)**

**Chapter 721/ [SB 1072 \(Mendoza\)](#)**

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### **SUMMARY:**

Requires all schoolbuses, school pupil activity buses (SPAB), youth buses, and child care motor vehicles used to transport school-age children to be equipped with a “child safety alert system.” Every school is required to have a transportation safety plan with procedures to ensure that a pupil is not left unattended in a vehicle.

### **HIGHLIGHTS:**

- Requires the California Highway Patrol (CHP), on or before January 1, 2018, to adopt regulations governing the specifications, installation, and use of a “child safety alert system.”
- Requires a schoolbus, school pupil activity bus (SPAB), youth bus, or child care motor vehicle to be equipped with an operational “child safety alert system” on or before the beginning of the 2018–19 school year
- Defines a “child safety alert system” as a device located at the interior rear of a vehicle that requires the driver to either manually contact or scan the device before exiting the vehicle, prompting the driver to inspect the entirety of the interior of the vehicle before exiting.
- Defines a “child care motor vehicle” as a vehicle designed, used, or maintained for more than eight persons, including the driver, which is used by a child care provider to transport children.
- Exempts a school pupil activity bus from being equipped with an operational “child safety alert system if certain conditions.”
- Requires local education authorities, or the owner or operator of a private school that provides transportation to or from school, to notify the Department of Motor Vehicles within five days if a driver has been found to have left a bus with an unattended pupil on board and the driver’s actions constituted gross negligence, which will result in the revocation of the driver’s certification to transport school-age children.

### **WHAT THIS BILL MEANS TO LAW ENFORCEMENT**

No immediate impact.

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### **NOTES:**

## **VEHICLES: OFF-HIGHWAY VEHICLE RECREATION: COUNTY OF INYO**

### **Vehicle Code Section 38026.1 (Amend)**

Chapter 217/ [SB 1345 \(Berryhill\)](#)

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#### **SUMMARY:**

Extends Inyo County pilot project designating certain combined-use road segments for vehicle and off-highway vehicle (OHV) use.

#### **HIGHLIGHTS:**

- Extends existing law which authorizes Inyo County to designate combined-use highways to link existing OHV trails and trailheads on federal Bureau of Land Management or U.S. Forest Service lands.
- Intent is to collect additional data to better evaluate whether a combined-use highway is feasible in Inyo County.
- Extends combined-use road segments from 3 miles in length to no more than 10 miles in length.
- Requires Inyo County to submit a report to the Legislature by January 1, 2019.
- Sunsets on January 1, 2020.

#### **WHAT THIS BILL MEANS TO LAW ENFORCEMENT**

No immediate impact.

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#### **NOTES:**



## **LICENSE PLATES ALTERNATIVES PILOT PROGRAM**

**Vehicle Code Section 4853 (Amend)**

**Chapter 155/ [SB 1399 \(Hueso\)](#)**

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### **SUMMARY:**

Extends the sunset date on an existing pilot program for alternative license plates.

### **HIGHLIGHTS:**

- Extends the sunset date on an existing pilot program for alternative license plates from January 1, 2017, to January 1, 2019.
- Extends the due date of the report on the pilot program results to July 1, 2020.

### **WHAT THIS BILL MEANS TO LAW ENFORCEMENT**

No immediate impact.

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### **NOTES:**



## **FOURTH AMENDMENT: DETENTION BASED ON TAKING DRIVER'S LICENSE**

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1. *People v. Linn* (2015) 241 Cal.App.4th 46: Was a parked driver detained when she gave an officer her driver's license in conjunction with other facts suggesting driver was not free to leave?

**RULE:** When a passenger is suspected of a Vehicle Code violation, parking close to the driver's door, talking to the driver about the passenger's conduct, asking for the driver's license while telling her to put down a soda and put out her cigarette, and conducting an unexplained records check on the driver, constitutes a detention of the driver.

2. **FACTS:** A motorcycle officer saw Def.'s passenger flick cigarette ash out of the window in violation of the Vehicle Code. Def. parked in a stall, and the officer parked three feet from the driver's door as Def. and the passenger got out. The officer spoke with Def. about her passenger's behavior, asked for her license, and asked her to put down her soda can and put out her cigarette. He held onto the license for a records check. He then smelled alcohol "coming from" Def. and, after administering FST's, arrested her for driving under the influence.

3. **HELD:** The officer detained the driver because, based on the totality of the facts, a reasonable person would think that they were not free to leave. The detention was not based on reasonable suspicion because he did not smell alcohol until after the driver was detained.

- Despite the officer being cordial, friendly, and smiling, it was a detention.
- Taking a suspect's driver's license does not automatically turn a consensual encounter into a detention. The court examines the totality of the facts.

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**NOTES:**

## FOURTH AMENDMENT: WARRANTLESS SEIZURES OF BLOOD/BREATH AFTER DUI ARREST

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1. ***Birchfield v. North Dakota* (2016) 136 S.Ct. 2160:** Is a warrantless blood draw or breath test permissible as a search incident to arrest? Is consent a valid exception to the warrant requirement when state law imposes *criminal* penalties for refusal to submit to a warrantless blood draw/breath test?

**RULE:** Warrantless *breath* test permissible, but a warrantless *blood* draw is not absent valid exception (e.g., exigent circumstances). Search incident to arrest is not a valid exception. Consent given to avoid criminal liability is not valid consent and thus, not a valid exception to the warrant requirement.

2. **FACTS:** The Supreme Court consolidated three cases arising from DUI arrests: (1) *Birchfield*: Def. convicted of refusal to take a blood test; (2) *Bernard*: Def. convicted of refusal to take a breath test; (3) *Beylund*: Def. consented to blood draw after being advised that refusal was a crime. In *Riley*, the U.S. Supreme Court held that dissipation of alcohol in blood no longer was a per se exigent circumstance. Absent a *showing* of exigent circumstances, or another exception, officer must obtain a warrant. *Birchfield* addresses whether search may be done incident to arrest, and circumstances for valid consent.

3. **HELD:** Breath tests may be taken without a warrant as incident to arrest. Rationale: Impact on privacy is slight, and need for BAC testing is great. The incident-to-arrest exception does not apply to a blood draw which is more intrusive. Thus, police need a warrant for a blood draw unless it falls within an exception.

Motorists may not be criminally punished for refusing to submit to a blood test based on implied consent laws because consent is not voluntary.

### Practical tips:

- Get a warrant for a blood test. California imposes a criminal enhancement for refusal.
- Consent to a blood test eliminates warrant requirement.
- Note in detail all facts showing exigent circumstances

Issue to anticipate: Unconscious drivers.

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### NOTES:

## **FOURTH AMENDMENT: CONSENT TO SEARCH DURING UNLAWFUL ARREST**

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1. *People v. Espino* (2016) 247 Cal.App.4th 746: Was the defendant's consent to search his vehicle involuntary?

**RULE: Defendant's consent to search his car given while under unlawful arrest was involuntary.**

2. **FACTS:** A police officer stopped Def. for speeding. Based on an informant's tip, the officer extended the stop to conduct additional investigation. During the investigation, Def. consented to a search of his person, and inside defendant's pocket, the officer found what he thought was a rock of crack cocaine. The officer placed Def. in handcuffs, but told him he was not under arrest. At the suppression hearing, the officer explained that he placed Def. in handcuffs because he thought he was committing a crime—i.e. possession of a controlled substance. The officer took a closer look at the object and determined it was not crack cocaine; it was a diamond. While Def. was still handcuffed, the officer asked him if he could search the defendant's car. Def. hesitated, but ultimately agreed. Inside the vehicle, the officer found several grams of methamphetamine.

3. **HELD:** Conviction reversed. 1) The officer had reasonable suspicion to prolong the traffic stop to conduct additional investigation, 2) Def. was under de facto arrest when police asked for consent to search his car, 3) his de facto arrest was not supported by probable cause, and was thus unlawful, and 4) Def.'s consent was involuntary because of the unlawful arrest.

- Handcuffs do not necessarily amount to an arrest. Court looks to whether or not, at the time of the detention, the officer had a reasonable basis to believe the detainee presented a physical threat to the officer, or would flee.
- Once the officer discovered the rock was not crack cocaine, he had no probable cause to support the arrest and had to release Def. within a reasonable amount of time.
- Consent to search given immediately following an unlawful arrest is involuntary because it is a product of the illegal conduct of the officers.

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### **NOTES:**

## **FOURTH AMENDMENT: TRAFFIC STOP BASED ON VISUAL ESTIMATE OF SPEED**

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1. ***People v. Nice (2016) 247 Cal.App.4th 928***: Does an officer's uncorroborated visual estimate of speed supply reasonable suspicion that a traffic law has been violated, and thus, a stop can be initiated?

**RULE**: A visual estimate of speed can be enough to initiate a stop where the officer has sufficient experience estimating speed, and where the estimated speed is significantly higher than the posted speed limit.

2. **FACTS**: A San Jose police officer noticed a car driving at what he estimated to be 35-40 miles per hour in a residential area with a 25 mile-per-hour speed limit. The officer noted he had to accelerate to 35 miles per hour to get close enough to the vehicle to activate his lights. The officer had taken a 40-hour speed radar estimation class and had substantial experience estimating speed in the field. After stopping the vehicle, the officer noticed the driver and passenger were exhibiting symptoms of being under the influence. When asked about the presence of drugs, the passenger admitted he had used methamphetamine and told the officer there were drugs in the car.

3. **HELD**: The traffic stop for suspected speeding was supported by reasonable suspicion.

- A visual estimate of speed can be enough, with sufficient training and experience, to support a stop for speeding.
- Whether a visual estimate of speed will be enough depends largely on the speed differential, the amount of training and experience of the officer, and any other articulable facts that support the officer's conclusion that the defendant was speeding. For example, an estimate that a driver is travelling at 75 mph in a 70 mph zone is less likely to be sufficient because the differential is slight and less noticeable to the naked eye.

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**NOTES:**

## **FOURTH AMENDMENT: TRAFFIC STOP BASED ON OFFICER SAFETY**

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1. ***People v. Steele* (2016) 246 Cal.App.4th 1110:** Was the officers' detention of the defendant justified solely by officer safety concerns?

**RULE: Officers can detain someone if such a detention is necessary to protect the officers' safety. Such a detention must be limited in duration, scope, and purpose.**

2. **FACTS:** Two Shasta County Sheriff's Deputies were on patrol when they saw two vehicles that appeared to be traveling together. A check of the license plates showed that the lead vehicle had an expired registration and the second vehicle was a rental car. The two vehicles drove into a private driveway on a rural dead end road with no streetlights, and not visible from the highway. Due to the risks inherent in stopping the vehicles under the circumstances, the deputies initially decided not to stop them. Dispatch then informed the deputies that the registered owner of the lead vehicle had an outstanding felony arrest warrant. The deputies then pulled into the driveway behind the second vehicle, and activated the patrol car's emergency lights. The deputies contacted the driver of the second vehicle first, for officer safety reasons. Upon contacting the driver of the second vehicle (Def.), the officers smelled marijuana and then saw a green leafy substance on the back seat. A subsequent search uncovered additional drugs.

3. **HELD:** The detention of the driver in the second vehicle was lawful because it was necessary to ensure officer safety.

- The officers' act of pulling in behind the defendant's car and activating their emergency lights constituted a detention, relying on *People v. Brown* (2015) 61 Cal.4th 968.
- After the officers smelled marijuana, the duration and scope of the detention could be expanded to investigate criminal activity.

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**NOTES:**

## **FOURTH AMENDMENT: DETENTIONS OF THIRD PARTIES WHO ENCOURAGE SUSPECTS NOT TO COOPERATE WITH OFFICERS**

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1. *In re Chase C. (2016) 243 Cal.App.4th 107*: May officers detain or arrest a bystander who encourages a suspect and/or other bystanders not to cooperate with police? Is the same bystander's refusal to identify himself a crime?

**RULE:** A bystander who tells a suspect (or other bystanders) not to cooperate with police is exercising his protected First Amendment right to political speech, as long as such speech does not cause anyone who is subject to lawful arrest to *physically* resist officers. A bystander need not identify himself unless there is some other cause to lawfully arrest him and he is being booked.

2. **FACTS:** An officer was investigating a report of high school students selling drugs when he found two boys who fit the description of the suspects. He detained them and told eight remaining bystander boys that they were free to go. One of the detained boys (Hewgley) immediately became non-cooperative, refusing to sit down and demanding to know why he was being detained. The bystanders did not leave the area. One of the bystander boys (Chase) began to encourage Hewgley as well as the other bystanders not to cooperate, obey, or listen to the officer and also swore at him. At this point, Hewgley lifted his arm threateningly, and the officer physically restrained him. All of the bystanders, including Chase, were detained and handcuffed. Chase continued to tell the boys not to cooperate with police. Officers believed Chase had delayed Hewgley's arrest. Chase refused to identify himself until he was booked and told the other boys not to identify themselves.

3. **HELD:** Juvenile disposition reversed.

(1) Chase's statements that Hewgley should not cooperate were protected political speech under the First Amendment because there was no evidence that they caused Hewgley to physically resist the officer. Hewgley had already begun to resist before Chase spoke.

(2) Chase's decision to stay at the scene and tell Hewgley and the other bystanders not to cooperate with police or identify themselves was also protected political speech and did not justify his being detained or arrested for interference with a police officer.

(3) After being arrested, Chase was not required to identify himself until the booking stage.

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### **NOTES:**



## **FOURTH AMENDMENT: SEARCH OF PERSONAL PROPERTY LOCATED WITHIN A SEPARATE LIVING UNIT (GARAGE) OF PROBATIONER'S RESIDENCE**

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1. ***People v. Carreon (2016) 248 Cal.App.4th 866***: Does a probation search condition authorize officers to search a purse or drawers located in a separate living unit of a probationer's residence?

**RULE**: Objectively reasonable facts must support probationer's authority over separate living unit within probationer's residence to search unit and personal property contained therein.

2. **FACTS**: Def. and her young son were staying in a converted garage unit of a residence leased by probationer, Naomi Anderson. Garage was accessible within the house through an unlocked closed door off the laundry room. Based on tip that Anderson was dealing drugs, police conducted a probation search of Anderson's residence. Police entered the garage unit and discovered methamphetamine in a purse and a pay/owe sheet in a drawer that Def. admitted were hers.

3. **HELD**: Search of Def.'s bedroom, purse, and drawers exceeded the scope of the probation search.

- Burden is on prosecution to establish probationer's common authority over area/property to be searched.
- Even without formalized tenancy, a houseguest has a legitimate expectation of privacy in host's home.
- Objectively reasonable belief that Def.'s bedroom was separate and outside probationer's control because:
  - Probationer said so
  - Probationer had a separate bedroom
  - Def's child was in bed in the separate garage bedroom
  - Door to garage unit was closed (although unlocked)
- "The presence of an overnight guest should prompt a searching officer to pause and consider the guest's privacy expectations before intruding into an area assigned to the guest. In our opinion, it flouts widely held social expectations to define joint access as simply having the physical ability to open a door, walk into a room, and open drawers."
- "A search must be justified by information then available to the searching officers, not by evidence discovered in the search."
  - Thus, it was insufficient that officer believed it was Probationer's house and that it was a "flop house" with drug users going in and out

**Practice Pointer**: Factual detail is essential to demonstrate an objectively reasonable belief that probationer exercised control over every portion of premises searched.

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**NOTES:**

## **FOURTH AMENDMENT: WARRANTLESS BLOOD DRAW FOR DNA PROFILE BASED ON GENERAL PROBATION SEARCH CONDITION**

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1. *People v. Simon* (2016) 1 Cal.5th 98: Does a general probation search sanction a warrantless blood draw?

**RULE: Undetermined. No ruling on whether a warrantless blood draw is considered consensual under a probation search condition (but better approach is to get a warrant).**

2. **FACTS:** Def. murdered two victims in the course of a robbery but remained at large. He was arrested for another crime shortly thereafter with the murder weapon, but released from custody before police connected the gun with his recently-committed murders. Def. was arrested after murdering a third victim six months later.

After arrest for the latter murder, in 1996, police drew Def.'s blood twice, without a warrant. The first blood draw, used to determine BAC, was predicated on the exigent circumstances exception to the warrant requirement. The second draw, used for a DNA profile that connected Def. to the earlier murders, was based on consent predicated on Def.'s status as a probationer. The prosecution also argued that the Def.'s DNA profile would inevitably have been discovered given that the first sample was lawfully obtained.

3. **HELD:** Assuming the warrantless blood draws exceeded the scope of a general probation search condition, based on the evidence (gun) connecting Def. to crimes, "the trial court would have, to a near certainty, ordered a subsequent blood sample taken." Thus, assuming error, it was harmless based on inevitable discovery doctrine.

- Practical matter: In light of *Birchfield's* rejection of a warrantless blood draw as incident to arrest based on its invasive nature, do not rely on a probation condition for consent to a blood draw for DNA profile. **Get a warrant!**

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**NOTES:**

## **FOURTH AMENDMENT: STALENESS OF SEARCH WARRANTS FOR POSSESSION OF FIREARM BY A FELON**

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1. ***People v. Lee* (2015) 242 Cal.App.4th 161:** Is a search warrant for possession of firearms by a felon stale when it fails to include the dates when the guns were purchased?

**RULE: Search warrant based on firearm registration records is not “stale” if it fails to show that a gun purchase was recent.**

2. **FACTS:** In 2011, police were investigating Def. for assaulting a panhandler with a tire iron. A detective discovered that, as of 2001, Def. was prohibited from owning firearms per PC 29800, and Def. had two firearms currently registered to him. He drafted a search warrant based on his opinion that, based on Def.’s current gun registrations and prohibited person status, he was probably in possession of the guns registered in his name. The warrant sought to search Def.’s current address in Malibu.

When officers executed the warrant, an individual at the house said he knew a person (David) who was present when Def. beat the victim. Officers found ammunition, but no guns. A year later, officers located and spoke to David who inculpated Def.

Def. moved to quash the warrant, claiming that it had a material omission: that detective knew that the two guns had been registered to Def. in 1995—17 years earlier—at a different address. Trial court held a *Franks* hearing and quashed the warrant, but refused to suppress David’s trial testimony. Def. was convicted of assault with GBI.

3. **HELD:** Conviction affirmed. Trial court erred in conducting *Franks* hearing because facts did not suggest that detective acted in “reckless disregard for truth.”

- The court rejected the notion that gun registration records are “stale” unless they show the gun purchase was recent. The court said that probable cause to believe a firearm possession crime has occurred cannot be dependent on how long ago—or how recently—a felon purchased a gun. The warrant here was based on current records showing no sale or disposal of the guns, and on Def.’s current status as a prohibited person.
- The trial court erred in quashing the warrant. It was supported by probable cause because: there was “a fair probability” that “evidence of a crime” (the guns Def. is prohibited from possessing) would be found “in a particular place” (Def.’s Malibu residence) because: (i) guns were registered to Def., who was not legally entitled to possess them; (ii) it was reasonable to infer that guns are likely to be kept in the home; (iii) Def. told police after his arrest (two weeks prior to search) that he currently resided at the Malibu address; and (iv) the affidavit stated that “DMV record also substantiates” Def.’s Malibu residence.

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### **NOTES:**

## **FOURTH AMENDMENT: EFFECT OF UNLAWFUL DETENTION ON ADMISSIBILITY OF EVIDENCE/ATTENUATION DOCTRINE**

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1. *Utah v. Strieff* (2016) 136 S.Ct. 2056: Is discovery of a valid arrest warrant sufficiently attenuated from an unlawful detention such that evidence discovered pursuant to the search incident to that arrest is admissible?

**RULE: Where there is no evidence of flagrant police misconduct, discovery of a valid pre-existing arrest warrant is sufficiently attenuated from an unlawful investigatory stop such that the subsequently discovered evidence is not subject to the exclusionary rule.**

2. **FACTS:** A Salt Lake City police detective stopped a suspect who was seen leaving a suspected drug house. After unlawfully detaining the suspect (the parties agreed the officer had no reasonable suspicion), the detective took his driver's license and ran a warrants check. The suspect had an outstanding arrest warrant. The detective arrested the suspect on the warrant, and conducted a search incident to that arrest. During the search, the officer discovered drugs.

3. **HELD:** The evidence seized during the search was admissible because discovery of the arrest warrant attenuated the connection between the unlawful stop and the evidence seized from the defendant incident to the arrest.

- In deciding whether to apply the attenuation doctrine, courts look at three factors:
  - The temporal proximity between the unconstitutional conduct and the discovery of the evidence
  - The presence of intervening circumstances
  - The purpose and flagrancy of the official misconduct
- In applying the three factors in this case, the court concluded the temporal proximity weighed in favor of excluding the evidence, but the other two weighed in favor of finding sufficient attenuation. The existence of the warrant was an intervening cause, and the official misconduct was not flagrant, but perhaps mere negligence. Systemic or recurrent police misconduct could be treated differently.
- The detective made “two good-faith mistakes”: stopping suspect without knowing if he was a “short-term” visitor to the drug house, and demanding that suspect speak with detective instead of asking to speak with him.

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**NOTES:**

## **FIFTH AMENDMENT: POLICE MUST WAIT 14 DAYS TO RE-INTERVIEW A SUSPECT WHO INVOKED HIS RIGHT TO COUNSEL**

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**1. *People v. Bridgeford* (2015) 241 Cal.App.4th 887:** Should a suspect's confession be suppressed because he was re-interviewed three hours after invoking his right to counsel, even though *Shatzer* had not been decided?

**RULE: If a suspect in *Miranda* custody invokes his right to an attorney, officers must wait 14 days to re-approach and interview.**

**2. FACTS:** Def. was suspected of committing a double murder. Def. was handcuffed and a deputy interviewed him at the sheriff's office. Although the deputy told Def. that he was not under arrest, he read him his *Miranda* rights, which he waived. When Def. invoked his right to counsel, questioning ceased, and he was released.

About three hours later, after deputies obtained further evidence, they arrested Def. and brought him back to the station. During a second interview, the deputy noted (incorrectly) that Def. had been present voluntarily at the station for his earlier interview that day. He also acknowledged that Def. had previously invoked his right to counsel and expressed his willingness to stop the interview if Def. wished but also noted that "things have changed" since the first interview. Def. waived his *Miranda* rights and confessed.

**3. HELD:** Deputies should not have re-approached Def. less than 14-days after he invoked his right to counsel. His statements were suppressed, the murder convictions were reversed, and the case was remanded for a new trial.

- In *Maryland v. Shatzer* (2010) 559 U.S. 98, the U.S. Supreme Court held that if an in-custody suspect invokes his right to counsel, law enforcement must wait 14 days to renew the interrogation. It found that the time period "provides plenty of time for the suspect to get reacclimated to his normal life, to consult with friends and counsel, and to shake off any residual coercive effects of his prior custody."
- Because Def. was in custody for both interviews and did not have a 14-day break in custody between the interviews, his statements should have been suppressed. It did not matter that *Shatzer* was decided after the interviews conducted here. A new rule for the conduct of criminal prosecutions is applied retroactively to all cases that are not yet final.

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### **NOTES:**

## **FIFTH AMENDMENT: CUSTODIAL INTERROGATION OF MINOR SUSPECT MUST STOP WHEN THE MINOR REPEATEDLY ASKS TO GO HOME**

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**1. *People v. Villasenor* (2015) 242 Cal.App.4th 42:** Did a minor invoke his right to silence by asking to be taken home 13 times in 14 minutes, trying to grab his cell phone from the detective, telling the detective to call his parents, and saying he would wait out the 48-hour period to be released?

**RULE: A 17-year old suspect's repeated demands to be taken home, issued in a short time, coupled with saying he would wait out the 48-hour period in custody, and reference to his "rights" would communicate to a reasonable officer that he was invoking his right to end the interrogation.**

**2. FACTS:** A minor was suspected of two attempted murders. He was taken into custody and waived his *Miranda* rights. In a 14-minute period, during an exchange where the detective pressed him to tell the truth about what happened, the minor asked to be taken home 13 times, and once noted he knew his "rights," following up with, "So take me home." He asked how long he could be held without charges being filed and then asked three times to wait out the 48 hours. During that time period, the minor told the detective to call his parents to pick him up, said three times, "Let me see my phone," and once reached across the table to take his phone, knocking papers to the floor. During the interview, the detective acknowledged, "You want this to be finished." The minor then made admissions. He was subsequently convicted based, in part, on his statements.

**3. HELD:** The detective's continued interrogation of the minor violated *Miranda*. A reasonable officer would have known that he was invoking his right to silence or to end the interrogation. Although his statement was erroneously admitted at trial, the court held that the error was harmless based on the strength of the rest of the prosecution's evidence. Conviction affirmed.

- Based on the frequency and context of the minor's requests to go home, no reasonable officer would have viewed so many demands as merely expressions of frustration or animosity.

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### **NOTES:**

## **FIFTH AMENDMENT: OFFICERS' ATTEMPTS TO "CLARIFY" SUSPECT'S INVOCATION OF *MIRANDA* RIGHTS**

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1. ***Garcia v. Long* (9th Cir. 2015) 808 F.3d 771:** After a suspect has unambiguously and unequivocally invoked his *Miranda* right to remain silent, may officers try to have him clarify or repeat his invocation of those rights?

**RULE: Once a suspect clearly and unequivocally invokes his *Miranda* rights, officers may not question him further. Any further invitation for the suspect to clarify or repeat the invocation is improper.**

2. **FACTS:** Def. was brought in for questioning following accusations of sexual abuse by his granddaughter. In response to some opening questions about whether he had any current aliases or prior arrests, he said "no" and offered some brief explanatory background (i.e., he had used another name many years ago and had once been detained but not arrested). After being advised of his *Miranda* rights, an officer asked him, "Okay, now having that in mind, do you wish to talk to me?" Def. simply said, "No." The officer then asked, "No?" Def. then began elaborating and equivocating, "No, because . . . I don't know . . . what is these charges . . .?" The officers then offered further explanations, which led to further discussion, and ultimately Def. gave a partial confession and wrote an apology letter to the victim, both of which were admitted at trial. He was convicted of forcible rape of a minor and eight counts of lewd and lascivious acts.

3. **HELD:** Convictions reversed and case remanded for a new trial.

(1) A suspect's simple statement that "No" he does not want to talk to officers is an unambiguous and unequivocal invocation of *Miranda*. This statement means that officers must cease questioning.

(2) After a suspect has unambiguously and unequivocally invoked *Miranda*, officers may not ask "clarifying questions" that lead the suspect to keep talking. The fact that the suspect may try to explain himself in response to these improper questions does not make the officer's conduct proper.

(3) The fact that a suspect offers some context and explanations in response to a few opening questions does not permit officers to assume that his invocation of *Miranda* is ambiguous, nor does it justify asking for more clarification.

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### **NOTES:**

## **FIFTH AMENDMENT: INVOCATION OF PRIVILEGE AGAINST SELF-INCRIMINATION**

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1. **Jones v. Harrington (9th Cir. 2016) 829 F.3d 1128:** Does an invocation of privilege become equivocal based on post-invocation responses to further interrogation?

**RULE:** Post-invocation responses to further interrogation may not be used to cast doubt on the clarity of an unequivocal invocation of the privilege.

2. **FACTS:** Def. was interrogated after a gang shooting in which he was involved. After hours of questioning and little progress, Def. stated, “I don’t want to talk no more.” State Court of Appeal found the invocation ambiguous as defendant continued to talk, eventually providing incriminating information, after police engaged him with a single question in additional discussion:

Defendant: *I don’t want to talk no more, man.*

Police: *I understand that, but the bottom line is—*

Defendant: *You don’t want to hear what I’m telling you.*

Police: *I’m so sorry. I can’t—you’re mumbling, you got to speak up. I got bad hearing.*

Defendant: *I’m telling you all.*

3. **HELD:** “I don’t want to talk no more,” was an unequivocal invocation of *Miranda*. Conviction reversed and case remanded for a new trial.

- Def.’s invocation was unequivocal.
  - No qualifying words like “maybe,” “might,” or “I think”
  - No statements *before* invocation that suggested ambiguity
- Bright light rule: Invocation must be scrupulously honored. All interrogation must stop immediately.
  - “By continuing to ask questions, the officers failed to scrupulously honor [Def.’s] simple request”
- Equivocation cannot be based on Def.’s statements made *after* invocation.
- The onus is not on the suspect to be persistent and demand to remain silent, but rather, on law enforcement officers to scrupulously respect the privilege.

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### **NOTES:**



## **FIFTH AMENDMENT: PROMISES OF LENIENCY TO OBTAIN A CONFESSION**

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1. ***People v. Perez (2016) 243 Cal.App.4th 863***: May officers promise a suspect he will be treated as a witness and will not be prosecuted if he tells the truth during an interview?

**RULE**: Officers may not obtain a confession by promising a suspect that he will not be prosecuted in exchange for confessing or telling the truth.

2. **FACTS**: Def. was brought in for questioning about his involvement in a robbery/murder of a taxi driver. Officers told him that they did not believe he was the killer, but they believed he was involved somehow or had information. Def. agreed to talk to officers, but for 25 minutes denied any knowledge. One officer said that if Def. cooperated, “I don’t see why you won’t go home.” But even after officers (falsely) told Def. that they had physical evidence tying him to the crime, he continued to deny involvement.

Then, Def. asked what was going to happen to him if the case proceeded. The officer replied that if he told the truth, then, “We are not gonna charge you with anything. Simply, that’s it.” The officer gave “his word” that if the suspect was honest with them, “you’re gonna go home at the end of the day,” and would simply “chalk this up to a very scary time in your life.” Def. then cooperated and told officers about his role as the getaway driver in a robbery in which his accomplice shot and killed the victim.

Later, after Def. confessed, the same officer told him that the district attorney would ultimately make the decision about how to prosecute the case, but advised him to continue cooperating because it would affect the district attorney’s decision.

3. **HELD**: Conviction reversed and case remanded for a new trial.

(1) Officers may not make explicit or implied promises of leniency to induce a confession.

(2) The fact that there might be other reasons that contribute to the suspect’s decision to confess does not make the promise of leniency proper. For example, if an officer promises leniency and *also* claims that the suspect should confess because there is evidence tying him to the crime, the promise of leniency will still render the confession inadmissible.

(3) Officers cannot undo such misconduct by telling the suspect *after* he has confessed that the district attorney will ultimately decide who will be prosecuted and for what crimes.

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### **NOTES:**

**CURRENT TRENDS IN INTERROGATION LAW**

**FIFTH AMENDMENT: JUDICIAL & LEGISLATIVE SCRUTINY OF JUVENILE INTERROGATIONS**

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**A. Are juveniles capable of waiving *Miranda* rights?**

1. Justice Liu's dissent to California Supreme Court's denial of review in *Joseph H.*: Liu believes minors lack basic understanding to waive *Miranda* rights & encourages legislation
2. Prosecutors will use record to show that officers took extra care with juveniles, e.g.:
  - (a) Carefully explained rights;
  - (b) Allowed suspect to talk to parent if requested (but not treated like request for counsel);
  - (c) Went through *Gladys R.* admonishment after *Miranda* or *Beheler*; and
  - (d) Used express v. implied waiver

**B. Legislation treating juveniles differently than adults**

1. Interrogation statutes (eff. 1/14) require video recording of custodial interviews of juvenile murder suspects
2. Recently vetoed legislation (SB 1052) would have required juveniles to consult with counsel before custodial interrogation
  - Governor's veto message encourages further discussion around legislation
  - Senator that introduced bill will raise issue next term
3. New legislation (SB 1389) requires video recording of custodial interrogations of adult murder suspects (eff. 1/17)

**C. Skepticism of statements that a suspect is "free to leave" (*Beheler* admonishment)**

1. CA & federal courts are becoming suspect of this method (*People v. Morales* [depublished], *Elias V.* outlier case, but still significant), especially for juveniles
2. Facts must show that the suspect is *actually* free to leave, e.g.:
  - ✓ Door left open
  - ✓ Detectives not seated between suspect and the door
  - ✓ No handcuffs
  - ✓ Breaks outside of interview room
  - ✓ Offered and/or given a ride home after interview
  - ✓ Unqualified statement that suspect is free to leave and/or not under arrest

- Not: “You can go home after you tell the truth,” if the context means after a confession.
- Not: “You won’t be able to go home if we have to check your alibi.”
- If suspect asks, “Can I go home after this [polygraph]?” officer’s response, “I don’t really know,” undermines prior *Beheler* admonishment.

3. ***Smith v. Clark* (9th Cir. 2015) 804 F.3d 983:**

- a. Facts: A 16-year old was suspected of killing his 18-month old daughter by shoving baby wipes down her throat. He voluntarily went to the police station where he was interviewed for 4 hours but told 3 times he was not under arrest and, at the start of the interrogation, was told he was free to leave. Detective brought in maternal grandmother of victim. Grandmother and detective questioned suspect in tandem. Then she questioned him alone for 20 minutes. Door was opened sometimes and suspect left room once.
  - During change of interrogators, a detective entered the interview room and asked the other detective, “**Are you *Beheler*-ing here?**” Fong said, “Yes.” The new detective then asked very hostile questions.
- b. Conviction affirmed and survived federal habeas review, but Judge Fletcher’s strong dissent encouraged defense bar to challenge state rulings in U.S. Supreme Court and lower federal courts in all cases with *Beheler* advisements.
  - “A police officer cannot remove an interrogation from *Miranda*’s reach simply by reciting magic words,” namely, “You’re not under arrest.”

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**NOTES:**

## MISCELLANEOUS: PENAL CODE SECTION 653b—CRIME OF LOITERING NEAR A SCHOOL REQUIRES THAT SUSPECT INTENDS TO COMMIT SOME OTHER CRIME

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1. *In re Gary H.* (2016) 244 Cal.App.4th 1463: Is Penal Code section 653b, which criminalizes loitering near a school or other public place where children congregate, unconstitutionally vague?

**RULE:** Penal Code section 653b is not unconstitutionally vague; law stands. However, “loitering” as defined by the statute requires that the suspect be idling near the school with the specific intent to commit some other crime.

2. **FACTS:** A school principal saw an expelled student arguing through the school fence with a current student. The expelled student ignored the principal’s request that he leave, and walked to another corner of the campus instead, where the principal believed he was going to start a fight with other students. The principal called the police. When officers arrived, the expelled student tried to leave the area, but was detained.

3. **HELD:** Juvenile disposition affirmed. Minor was properly deemed to have violated Penal Code section 653b because he had specific intent to commit an assault.

(1) Penal Code section 653b criminalizes “every person who *loiters* about any school or public place at or near which children attend or normally congregate” and who remains there after being asked by security or the chief administrative official of the school to leave.

(2) According to longstanding California legal authority, the meaning of the word “loiter” is “‘lingering’ and ‘idling’ about schools or public places which is engaged in . . . for the purpose of committing a crime.”

(3) This specific definition of loitering makes the statute constitutional. It means that the suspect is lingering in the area, despite being told to leave, *because he intends to commit some other crime* there.

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### NOTES:

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

Mayor Maurer called the Closed Session to order at 6:07 p.m. in the Council Conference Room, 100 Civic Center Way, Calabasas, CA.

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

**CLOSED SESSION**

1. Conference with Legal Counsel- Existing Litigation-One Case: Gov't. Code Section 54956.9(d)(1)  
Calabasas vs. Hamai, et al; L.A. Superior Court Case No. BS 157268

**ROLL CALL** Mayor Maurer, Mayor pro Tem Gaines, Councilmembers Bozajian, Shapiro and Weintraub  
Absent: None  
Staff: Bartlett, Cohen, Coroalles, Fleishman, Hernandez, Mirzakhianian, Rice, Tamuri and Yalda.

The Council convened to Open Session in the Council Chambers at 7:02 p.m.

Mr. Fleishman announced that there were no reportable actions from the Closed Session.

**PLEDGE OF ALLEGIANCE**

Pledge of Allegiance by Girl Scout Junior Troop 6086

**APPROVAL OF AGENDA**

**Councilmember Shapiro moved, seconded by Councilmember Weintraub to approve the agenda with a modification to remove Consent Item No. 2. MOTION CARRIED 5/0 as follows:**

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

## **PRESENTATIONS**

### ➤ Employee Service Awards

Mayor Maurer presented service awards to, Sparky Cohen, Kathy Milbrand, Ryan Pasilliao, Kimberly Post, Krystin Rice and John Bingham for ten years; to Ruben Flores and Tony Yin for fifteen years; and Deborah Steller for twenty years. She made honorable mention to those not present, in particular, to Jan Silver for her 25 years of service to the City.

### ➤ By Anthony Allman regarding the West Los Angeles Veterans Administration Revitalization Project

Mr. Allman made a presentation to the City Council.

### ➤ Adjourn in Memory

Mayor Maurer announced that the meeting would be adjourned in memory on Larry Dinovitz and Kevin Starr. Members of the Council expressed condolences to the Dinovitz family.

## **ANNOUNCEMENTS/INTRODUCTIONS**

Members of the Council made the following announcements:

Councilmember Shapiro:

- Extended congratulations to CHS coed wrestling team for the first-ever Mirmonte League championship title since 2001.
- Extended congratulations to CHS Boys Basketball team for winning their back to back Mirmonte League title.
- Also extended congratulations to the first-ever CHS Academic Decathlon team for qualifying for State.
- Extended an invitation to CHS Performing Arts & Education Center to a joint Jazz concert on February 11.
- Extended an invitation to the benefit concert for the Las Virgenes Unified School District Performing Arts Beacon for the Arts on February 17 at the CHS Performing Arts & Education Center.
- He wished everyone a Happy Valentines' Day.

Councilmember Weintraub:

- The Environmental Commission will host a forum on electric vehicles and alternatives on February 23.
- A Safe and Secure Community Collection event will take place on February 25.
- Reminded residents of the City's no solicitation Ordinance.

Mayor pro Tem Gaines:

- Expressed appreciation to the Sheriff's Department for their assistance with the various recent meetings regarding safety.
- The Calabasas Chamber will host its monthly meeting on February 16 at the Hilton Garden Inn.
- Requested the Mayor to declare a day of Love and Romance in the City on February 14.

Councilmember Bozajian:

- Reminded everyone about the upcoming election on March 7.

### **ORAL COMMUNICATIONS – PUBLIC COMMENT**

Henry Cespedes and Fances Alet spoke during public comment.

### **CONSENT ITEMS**

1. Approval of meeting minutes from January 25, 2017
2. Amended employment contract-additional vacation allotment for City Manager
3. Recommendation from the Art in Public Places Advisory Committee to install a donated metal sculpture on the Civic Center Campus
4. Recommendation to award a five year professional services agreement to Absolute Tree & Brush for annual weed abatement/fuel reduction maintenance for fire safety within the City of Calabasas in the amount not to exceed \$2,738,237 plus annual Consumer Price Index (CPI) increases
5. Recommendation to award a one year professional services agreement to Azteca Landscape for landscape maintenance of the common areas for Oak Park Calabasas Homeowners Association within Landscape Lighting Act District 22 in the City of Calabasas in an amount not to exceed \$230,000
6. Adoption of Ordinance No. 2017-346, a proposed amendment to Chapter 17.22 of the Calabasas Municipal Code, "Affordable Housing", to bring into consistency with new California law the standards and requirements for providing and incentivizing affordable housing with density bonuses and other state-mandated concessions as part of either a residential housing project or a commercial mixed-use project
7. Adoption of Resolution No. 2017-1544, proclaiming April 29, 2017, as "Arbor Day" in the City of Calabasas

Mayor Maurer stated that Consent Item No. 2 was pulled. Councilmember Bozajian requested Consent Item No. 6 be pulled.

**Mayor pro Tem Gaines moved, seconded by Councilmember Weintraub to approve Consent Item Nos. 1-5 and 7. MOTION CARRIED 5/0 as follows:**

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

Pricilla Lee and Joanne Suwara spoke on Consent Item No. 6.

Councilmember Bozajian stated that he would be voting no on Consent Item No. 6.

**Mayor pro Tem Gaines moved, seconded by Councilmember Weintraub to approve Consent Item No. 6. MOTION CARRIED 4/1 as follows:**

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

NOES: Councilmember Bozajian

### **PUBLIC HEARING**

8. Introduction of Ordinance No. 2017-347, a proposed amendment to Chapter 17.12.170 of the Calabasas Municipal Code by updating the standards and requirements applied to the development of accessory dwelling units (also referred to as second units, in-law units, or granny flats), as required to comply with new California law

Mayor Maurer opened the public hearing.

Ms. Rice, Mr. Bartlett and Ms. Mirzakhania presented the report.

Mayor Maurer closed the public hearing.

**Councilmember Shapiro moved, seconded by Councilmember Weintraub to approve Item No. 8. MOTION CARRIED 5/0 as follows:**

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



9. Introduction of Ordinance No. 2017-349, adopting the California Code of Regulations – Title 24, The 2016 California Building Standards Code Parts 1 through 12 and adopting local amendments thereto, and expedited permitting procedures for Electrical Vehicle Charging Stations

Mayor Maurer opened the public hearing.

Mr. Cohen presented the report.

Mayor Maurer closed the public hearing.

**Councilmember Shapiro moved, seconded by Mayor pro Tem Gaines to approve Item No. 9. MOTION CARRIED 5/0 as follows:**

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

### **INFORMATIONAL REPORTS**

10. Check Register for the period of January 18-25, 2017

**No action was taken on this item.**

### **TASK FORCE REPORTS**

Councilmember Weintraub reported that she and Councilmember Shapiro attended the PFC and PAF meetings at Bay Laurel, Lupin Hill and Calabasas High. She further reported her attendance to the SCAG Transportation Committee meeting.

Mayor Maurer reported that she and Councilmember Weintraub met with staff regarding the public engagement workshops.

### **CITY MANAGER'S REPORT**

Mr. Coroalles reported on the water issues at the Avanti Project. He also announced an upcoming COG meeting in Hidden Hills with Assemblyman Dabaneh regarding storm water.

### **FUTURE AGENDA ITEMS**

At the request of Councilmember Bozajian for the Public Safety Commission to review the Sheriff's contract, Mr. Coroalles reported that a presentation by the Sheriff's will be scheduled for the March 22 Council meeting. He also reported that a public safety symposium will be scheduled in the near future.

Mayor Maurer announced that she will not attend the February 22 Council meeting, but rather participate via teleconference. She further requested a future briefing on the Parks Master Plan.

**ADJOURN**

The meeting was adjourned at 8:58 p.m. in memory of Larry Dinovitz and Kevin Starr to their next regular meeting scheduled on Wednesday, February 22, 2017, at 7:00 p.m.


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Maricela Hernandez, MMC  
City Clerk



**CITY of CALABASAS**  
**CITY COUNCIL AGENDA REPORT**

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**DATE:** FEBRUARY 13, 2017  
**TO:** HONORABLE MAYOR AND COUNCILMEMBERS  
**FROM:** ANTHONY M. COROALLES, CITY MANAGER   
**SUBJECT:** CONSIDERATION OF LETTER OF SUPPORT REGARDING THE WEST LOS ANGELES VETERANS' ADMINISTRATION MASTER PLAN

**MEETING DATE:** FEBRUARY 22, 2017

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**SUMMARY RECOMMENDATION:**

As discussed at the February 8 Council meeting, a letter of support regarding the West Los Angeles Veterans' Administration Master is being presented for Council consideration.

**REQUESTED ACTION:**

That the City Council discuss and consider a letter of support regarding the West Los Angeles Veterans' Administration Master

**ATTACHMENTS:**

Draft letter of support

**ITEM 2 ATTACHMENT**

February 23, 2017

The Honorable David Shulkin  
Secretary of Veterans Affairs  
United States Department of Veterans Affairs  
810 Vermont Avenue N.W.  
Washington, DC 20420

Dear Secretary Shulkin:

Congratulations on your recent appointment as the ninth United States Secretary of Veterans Affairs! As Mayor of Calabasas I am writing to express my overwhelming support for the West LA VA master plan adopted by your predecessor on January 28, 2016.

My colleagues in City Council and I are willing to offer our assistance in supporting your agency's goal of eliminating veteran homelessness in Los Angeles County. I welcome an opportunity to meet with your local staff to expedite the construction of veteran housing.

In addition, we are pleased that H.R. 5936, West Los Angeles Leasing Act of 2016, has been signed into law reinstating West LA VA's ability to enter into Enhanced Use Lease agreements providing increased housing opportunities and reintegration services for the entire veteran community.

Please contact Tony Coroalles, City Manager, at 818-224-1606 and/or [tcoroalles@cityofcalabasas.com](mailto:tcoroalles@cityofcalabasas.com) for any further assistance regarding this matter. The City of Calabasas appreciates your dedication to this critical issue.

Respectfully,

Mary Sue Maurer  
Mayor, City of Calabasas

/mh

c/ City Council  
Tony Coroalles, City Manager



**CITY of CALABASAS**

**CITY COUNCIL AGENDA REPORT**

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**DATE:** FEBRUARY 10, 2017

**TO:** HONORABLE MAYOR AND COUNCILMEMBERS

**FROM:** SCOTT H. HOWARD, COLANTUONO HIGHSMITH & WHATLEY  
CITY ATTORNEY

**SUBJECT:** AMENDED EMPLOYMENT CONTRACT—COST OF LIVING AND  
VACATION ADJUSTMENT FOR CITY MANAGER AND ADDITION  
OF REQUIRED LANGUAGE RELATED TO PENALTIES FOR  
COMMISSION OF CRIMES INVOLVING HIS OFFICE

**MEETING  
DATE:** FEBRUARY 22, 2017

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**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 conducted an annual performance review of the City Manager and has requested the City Attorney 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 November 2016, and an adjustment of the vacation allotment.

The COLA authorized for employees was .91% retroactive to July 1, 2016, which would result in an adjustment of the City Manager's annual salary from \$236,700, to \$238,854. The attached eleventh amended employment agreement would reflect and authorize the COLA increase of .91% retroactive to July 1, 2016, and change the annual allotment of vacation days from 20 to 25 days.

**DISCUSSION:**

The City Manager’s employment agreement entitles him to a specified salary which may, in the discretion of Council, be adjusted. Having now conducted the City Manager’s performance evaluation, the Council has directed that a proposed COLA be presented for consideration pursuant to law. The proposed COLA of .91%, retroactive to July 1, 2016, will be consistent with that approved in November 2016 for full time employees. The change is highlighted as highlighted text in the attached eleventh amended employment agreement.

In addition, the City Manager has requested a change in the allotment of annual vacation days from 20 days to 25 days. The proposed change is also included in highlighted text.

Finally, paragraph 14 of the eleventh amended agreement adds language, as required by state law (AB 1344 sec. 7), which states the parties will comply with relevant portions of AB 1344 should the City Manager be convicted of a qualifying crime related to abuse of his office or position.

**FISCAL IMPACT/SOURCE OF FUNDING:**

The City’s current budget contains sufficient payroll appropriations to cover the COLA adjustment and additional vacation allotment.

**SUMMARY RECOMMENDATION:**

If the Council desires to approve the COLA adjustment to the City Manager’s salary and additional vacation allotment as outlined above, you should approve the eleventh amended employment agreement and authorize the Mayor to sign it on behalf of the City.

**ATTACHMENT:**

Eleventh amended employment agreement between Anthony M. Coroalles and the City of Calabasas

**ITEM 3 ATTACHMENT**  
**ELEVENTH AMENDED EMPLOYMENT AGREEMENT**

THIS **ELEVENTH** AMENDED AGREEMENT is made and entered into as of the **22nd day of February 2017**, 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 **Eleventh** Amendment are effective as of **February 22, 2017** unless otherwise expressly stated herein.

4. Salary; Merit Bonus. Under the Tenth Amended employment agreement City shall pay Employee for the performance of Employee's duties as City Manager under this Agreement an annual salary of \$236,700 less customary and legally required payroll deductions. Effective **February 22, 2017** that sum shall be increased retroactive to July 1, **2016** representing a **.91%** cost of living increase (new annual salary - **\$238,854**). 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 22, 2017 Employee shall be entitled to 25 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) The parties agree to fully comply with Government Code sections that are part of AB 1344 and other applicable law as it relates to reimbursement by an employee upon conviction of a qualifying crime or abuse of office as defined, including the following:

- (1) Gov't Code sec. 53243. Reimbursement of paid leave salary required upon conviction of crime involving the office or position.
- (2) Gov't Code sec. 53243.1. Reimbursement of legal criminal defense upon conviction of a qualifying crime involving the office or position.
- (3) Gov't Code sec. 53243.2. Reimbursement of cash settlement upon conviction of a qualifying crime involving the office or position.
- (4) Gov't Code sec. 53243.3. Reimbursement of non-contractual payments upon conviction of a qualifying crime involving the office or position.
- (5) Gov't Code sec. 53243.4 Abuse of office or position defined.

(B) 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.

(C) 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.

(D) 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  
Colantuono Highsmith & Whatley  
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 (2<sup>nd</sup>) 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.

(E) 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.

(F) 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 **Eleventh** Amended 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  
CITY ATTORNEY



CITY of CALABASAS

CITY COUNCIL AGENDA REPORT

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**DATE:** FEBRUARY 13, 2017

**TO:** HONORABLE MAYOR AND COUNCILMEMBERS

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

**SUBJECT:** APPROVAL OF APPOINTMENT OF JASON SPERLING REICH TO THE TRAFFIC AND TRANSPORTATION COMMISSION (SHAPIRO)

**MEETING DATE:** FEBRUARY 22, 2017

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**SUMMARY RECOMMENDATION:**

That the City Council approve the appointment of Jason Sperling Reich to the Traffic & Transportation Commission to fill a vacancy for a term expiring in November 2018.

**BACKGROUND:**

Pursuant to the Calabasas Municipal Code, the Traffic & Transportation Commission consists of five members with terms lasting for the lesser of two years or until the expiration of the term of the councilmember who nominated that commissioner. With a recent resignation, Councilmember Shapiro has nominated Jason Sperling Reich to fill the vacancy.

**REQUESTED ACTION:**

That the City Council approve the appointment of Jason Sperling Reich to the Traffic & Transportation Commission for a term expiring in November 2018.

**ATTACHMENTS:**

Commission application.

**RECEIVED**

By Maricela Hernandez, MMC at 2:56 pm, Dec 14, 2016

ITEM 4 ATTACHMENT



CITY of CALABASAS

## APPLICATION FOR APPOINTMENT

AS A MEMBER OF:

- COMMUNICATIONS AND TECHNOLOGY COMMISSION
- ENVIRONMENTAL COMMISSION
- HISTORIC PRESERVATION COMMISSION
- LIBRARY COMMISSION
- PARKS, RECREATION & EDUCATION COMMISSION
- PLANNING COMMISSION
- PUBLIC SAFETY COMMISSION
- TRAFFIC & TRANSPORTATION COMMISSION
- STUDENT MEMBER
- OTHER:

**ARE THERE ANY WORKDAY EVENINGS YOU COULD NOT MEET?**     YES     NO

If yes, when:

NAME: Jason Sperling Reich

ADDRESS: [REDACTED]

Check one:     Calabasas, 91302     Calabasas, 91301     Topanga, 90290

HOME TELEPHONE: [REDACTED]

CELL PHONE: [REDACTED]

E-MAIL: [REDACTED]

HOME FAX:

REGISTERED VOTER IN CALABASAS?     YES     NO

BUSINESS TELEPHONE: [REDACTED]

BUSINESS FAX:

OCCUPATION: Entertainment Technology

EMPLOYER: [REDACTED]

BUSINESS ADDRESS: [REDACTED]

TYPE OF BUSINESS: Entertainment Technology and Content Services

EDUCATION:

CIVIC AFFILIATIONS:

Bay Laurel PFA  
Calabasas Park Homeowners Association

COMMUNITY INTERESTS:

Traffic, education, technology, long-term city planning and development, architecture.

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

My name is Jason Sperling Reich. For the past eight years my family and I have lived in Classic Calabasas. Though I was initially reluctant to move to Calabasas, it didn't take long once here to realize why everyone always seems to speak so highly of the city. And it wasn't just the lovely homes, the natural surroundings, the convenience of the retail establishments like the Commons, the community centers, the parks or even the schools. It was the people that made Calabasas feel like home; a community of giving and caring citizens which sets the city apart from others. On most mornings you can find me volunteering on the car line at my daughter's school, Bay Laurel Elementary. Indeed, part of what makes the school district so desirable are the parents willing to give back. I believe the same might be true of the city we all call home and that by being a more active participant in the community, I will be able to contribute to the very reason so many long to live in Calabasas.



DATE: December 14, 2016

SIGNATURE OF APPLICANT

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

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



**CITY of CALABASAS**  
**CITY COUNCIL AGENDA REPORT**

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**DATE: FEBRUARY 13, 2017**

**TO: HONORABLE MAYOR AND COUNCILMEMBERS**

**FROM:  ROBERT YALDA, PUBLIC WORKS DIRECTOR, P.E., T.E. / CITY ENGINEER  
HEATHER MELTON, LANDSCAPE DISTRICTS MANAGER**

**SUBJECT: RECOMMENDATION TO AWARD THREE YEAR PROFESSIONAL SERVICES AGREEMENTS TO VENCO WESTERN, INC. FOR THE LANDSCAPE MAINTENANCE OF THE COMMON AREAS LOCATED WITHIN THE HOMEOWNER ASSOCIATIONS: CALABASAS PARK ESTATES, ZONE 8 AND PALATINO, ZONE 14; WITHIN LANDSCAPE LIGHTING ACT DISTRICT 22 IN THE CITY OF CALABASAS IN AN AMOUNT NOT TO EXCEED \$2,065,000**

**MEETING DATE: FEBRUARY 22, 2017**

---

**SUMMARY RECOMMENDATION:**

Recommendation to award three-year professional services agreements to Venco Western, Inc., for the landscape maintenance of the common areas located within specified homeowner associations within Landscape Lighting Act District 22 in the City of Calabasas, for the amounts of: Calabasas Park Estates, Zone 8, \$1,777,776.00 and Palatino, Zone 14, \$287,224.00 plus Consumer Price Index (CPI) increases.

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



**BACKGROUND:**

The City’s current contractor for landscape maintenance service at Calabasas Park Estates, HOA, and Palatino, HOA is Venco Western, Inc. These are three-year contracts that expire on June 23, 2017, but the contract amount has been expended.

In the nature of an extension of their existing contracts, the new contracts will be under the same terms and conditions but for three years with no contract extensions.

**DISCUSSION/ANALYSIS:**

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

The yearly contract amount includes anticipated and routine scheduled maintenance operations but does not make provisions for unforeseen or emergency work which is not uncommon when maintaining large landscape areas; however, an estimated dollar amount was calculated and included in the landscaping budget in case of such occurrences.

**FISCAL IMPACT/SOURCE OF FUNDING:**

Funds for these contracts are utilized from the following Fund 22: Landscape Maintenance District 22, 22-322-5712-xx assessment accounts:

Calabasas Park Estates	22-322-5712-08	\$1,777,776.00
Palatino	22-322-5712-14	\$287,224.00

An annual Consumer Price Index (CPI) increase built into the contract language, beginning with the second year of the contract and continuing each year until the end of the contract. The percentage amount of the increase is determined annually by the city’s chief financial officer. The monies for this CPI increase will come from the same budgeted Fund 22 account codes.

The cost of certain additional work is presented in the Unit Price List and is considered to be Extra Work. Funding for extra work comes from Fund 22: Landscape Maintenance District 22 assessment accounts designated for each LLAD 22 HOA. If funds are available, the HOAs may request to utilize them for extra

work. Extra work will be performed upon written approval by the city landscape manager.

The contract total of \$2,065,000.00 is broken into: Calabasas Park Estates, \$1,777,776.00; and Palatino, \$287,224.00 and will be funded using Landscape Lighting Act District 22 (Zones 8 and 14 respectively).

**REQUESTED ACTION:**

Recommendation to award three-year professional services agreements to Venco Western, Inc., for the landscape maintenance of the common areas located within specified homeowner associations within Landscape Lighting Act District 22 in the City of Calabasas, for the amounts of: Calabasas Park Estates, Zone 8, \$1,777,776.00 and Palatino, Zone 14, \$287,224.00 plus Consumer Price Index (CPI) increases.

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

**ATTACHMENTS:**

ATTACHMENT A: Professional Service Agreements

ATTACHMENT B: Work Map – Palatino HOA

ATTACHMENT C: Work Map – Calabasas Park Estates HOA

ATTACHMENT D: Letters from Calabasas Park Estates and Palatino Homeowners Associations requesting Venco Western Inc. continue landscape maintenance services.

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

(City of Calabasas/ *Venco Western, Inc.*)

**1. IDENTIFICATION**

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

**2. RECITALS**

- 2.1 City has determined that it requires the following professional services from a consultant: **Landscape Maintenance of the Common Areas within Calabasas Park Estates Homeowners Association.**
- 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” and “Approved Fee Schedule”: Such professional services and fees as are set forth in City and Consultant’s agreement attached hereto as Exhibit A and incorporated herein by this reference.
- 3.2 “Commencement Date”: February 8, 2017.
- 3.3 “Expiration Date”: February 7, 2020.

**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 **One Million Seven Hundred Seventy Seven Thousand Seven Hundred Seventy Six Dollars (\$1,777,776.00)** unless specifically approved in advance and in writing by City.
- 5.2 Consultant shall perform all work to the highest professional standards of Consultant's profession and in a manner reasonably satisfactory to City. Consultant shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*).
- 5.3 During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement Date if both (i) such work would require Consultant to abstain from a decision under this Agreement pursuant to a conflict of interest statute and (ii) City has not consented in writing to Consultant's performance of such work.
- 5.4 Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. **Linda Burr** shall be Consultant's project administrator and shall have direct responsibility for management of Consultant's performance under this Agreement. No change shall be made in Consultant's project administrator without City's prior written consent.
- 5.5 To the extent that the Scope of Services involves trenches deeper than 4', Contractor shall promptly, and before the following conditions are disturbed, notify the City, in writing, of any:

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

(2) Subsurface or latent physical conditions at the site differing from 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: **Heather Melton**  
Telephone: (818) 224-1600  
Facsimile: (818) 225-7338

If to Consultant:

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

With courtesy copy to:

Scott H. Howard  
Colantuono, Highsmith & Whatley, PC  
790 E. Colorado Blvd., Suite 850  
Pasadena, CA 91101  
Telephone: (213) 542-5700  
Facsimile: (213) 542-5710

**16. SURVIVING COVENANTS**

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

**17. TERMINATION**

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

**18. GENERAL PROVISIONS**

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

writing.

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

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

19 **PREVAILING WAGES**

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

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

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

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

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

**“City”**  
**City of Calabasas**

**“Consultant”**  
**Venco Western, Inc.**

By: \_\_\_\_\_  
*Mary Sue Maurer, Mayor*

By: \_\_\_\_\_  
*Linda Burr, President*

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Attest:

By: \_\_\_\_\_  
Maricela Hernandez, MMC  
City Clerk

Date: \_\_\_\_\_

Approved as to form:

By: \_\_\_\_\_  
Scott H. Howard, City Attorney

Date: \_\_\_\_\_



**EXHIBIT A**  
**SCOPE OF WORK/APPROVED FEE SCHEDULE**

1. General Maintenance Agreement  
3 years @ \$399,000 (plus potential CPI) = \$1,197,000.00
  
2. Other work as required/approved by the City  
Not to exceed = \$580,776.00

Total Amount = \$1,777,776.00

# **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)

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

(City of Calabasas/ *Venco Western, Inc.*)

**1. IDENTIFICATION**

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

**2. RECITALS**

- 2.1 City has determined that it requires the following professional services from a consultant: **Landscape Maintenance of the Common Areas within Palatino Homeowners Association.**
- 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” and “Approved Fee Schedule”: Such professional services and fees as are set forth in City and Consultant’s agreement attached hereto as Exhibit A and incorporated herein by this reference.
- 3.2 “Commencement Date”: February 8, 2017.
- 3.3 “Expiration Date”: February 7, 2020.

**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**

Initials: (City) \_\_\_\_\_ (Contractor) \_\_\_\_\_

- 5.1 Consultant shall perform the services identified in the Scope of Services. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement. In no event shall the total compensation and costs payable to Consultant under this Agreement exceed the sum of **Two Hundred Eighty Seven Thousand Two Hundred Twenty Four Dollars (\$287,224.00)** unless specifically approved in advance and in writing by City.
- 5.2 Consultant shall perform all work to the highest professional standards of Consultant's profession and in a manner reasonably satisfactory to City. Consultant shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*).
- 5.3 During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement Date if both (i) such work would require Consultant to abstain from a decision under this Agreement pursuant to a conflict of interest statute and (ii) City has not consented in writing to Consultant's performance of such work.
- 5.4 Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. **Linda Burr** shall be Consultant's project administrator and shall have direct responsibility for management of Consultant's performance under this Agreement. No change shall be made in Consultant's project administrator without City's prior written consent.
- 5.5 To the extent that the Scope of Services involves trenches deeper than 4', Contractor shall promptly, and before the following conditions are disturbed, notify the City, in writing, of any:
- (1) Material that the contractor believes may be material that is hazardous waste, as defined in § 25117 of the Health and Safety Code, which is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.
  - (2) Subsurface or latent physical conditions at the site differing from 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: **Heather Melton**  
Telephone: (818) 224-1600  
Facsimile: (818) 225-7338

If to Consultant:

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

With courtesy copy to:

Scott H. Howard  
Colantuono, Highsmith & Whatley, PC  
790 E. Colorado Blvd., Suite 850  
Pasadena, CA 91101  
Telephone: (213) 542-5700  
Facsimile: (213) 542-5710

**16. SURVIVING COVENANTS**

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

**17. TERMINATION**

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

**18. GENERAL PROVISIONS**

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

writing.

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

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

19 **PREVAILING WAGES**

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

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

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

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



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

**“City”**  
**City of Calabasas**

**“Consultant”**  
**Venco Western, Inc.**

By: \_\_\_\_\_  
*Mary Sue Maurer, Mayor*

By: \_\_\_\_\_  
*Linda Burr, President*

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Attest:

By: \_\_\_\_\_  
Maricela Hernandez, MMC  
City Clerk

Date: \_\_\_\_\_

Approved as to form:

By: \_\_\_\_\_  
Scott H. Howard, City Attorney

Date: \_\_\_\_\_

**EXHIBIT A**  
**SCOPE OF WORK/APPROVED FEE SCHEDULE**

1. General Maintenance Agreement  
3 years @ \$46,785.00 (plus potential CPI) = \$140,355.00
  
2. Other work as required/approved by the City  
Not to exceed = \$146,869.00

Total Amount = \$287,224.00

# **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)







as part of  
Common Benefit Area Four  
(CBA-4)

BAY LAUREL  
SCHOOL

CALABASAS  
HILLS PARK



CITY of CALABASAS

**LANDSCAPE LIGHTING ACT  
DISTRICT 22  
REVISED AREAS ONLY  
JANUARY 2009**

**ZONE 8  
CALABASAS  
PARK ESTATES**

**LEGEND/KEY**

- CURB DRAIN
- CATCHBASIN INLET
- STORM DRAIN INLET
- IRRIGATION CONTROLLERS/DEVICES**
- CALSENSE
- DIG
- IRRI-TROL
- LEIT
- RAIN BIRD
- STERLING
- WATER METER
- STRUCTURES
- V\_DITCHES
- Horse Trails
- LANDSCAPE MAINTENANCE AREAS**
- PARCELS/Private PROPERTY
- CALABASAS COUNTRY ESTATES HOA
- CALABASAS PARK ESTATES HOA
- CLAIRIDGE HOA
- OAK PARK HOA
- PALATINO HOA
- PARK SORRENTO HOA
- THE RIDGE HOA
- VISTA POINTE HOA
- CALABASAS LAKE



NOT TO  
SCALE









CITY of CALABASAS  
**LANDSCAPE LIGHTING ACT  
 DISTRICT 22  
 REVISED AREAS ONLY  
 JANUARY 2009**

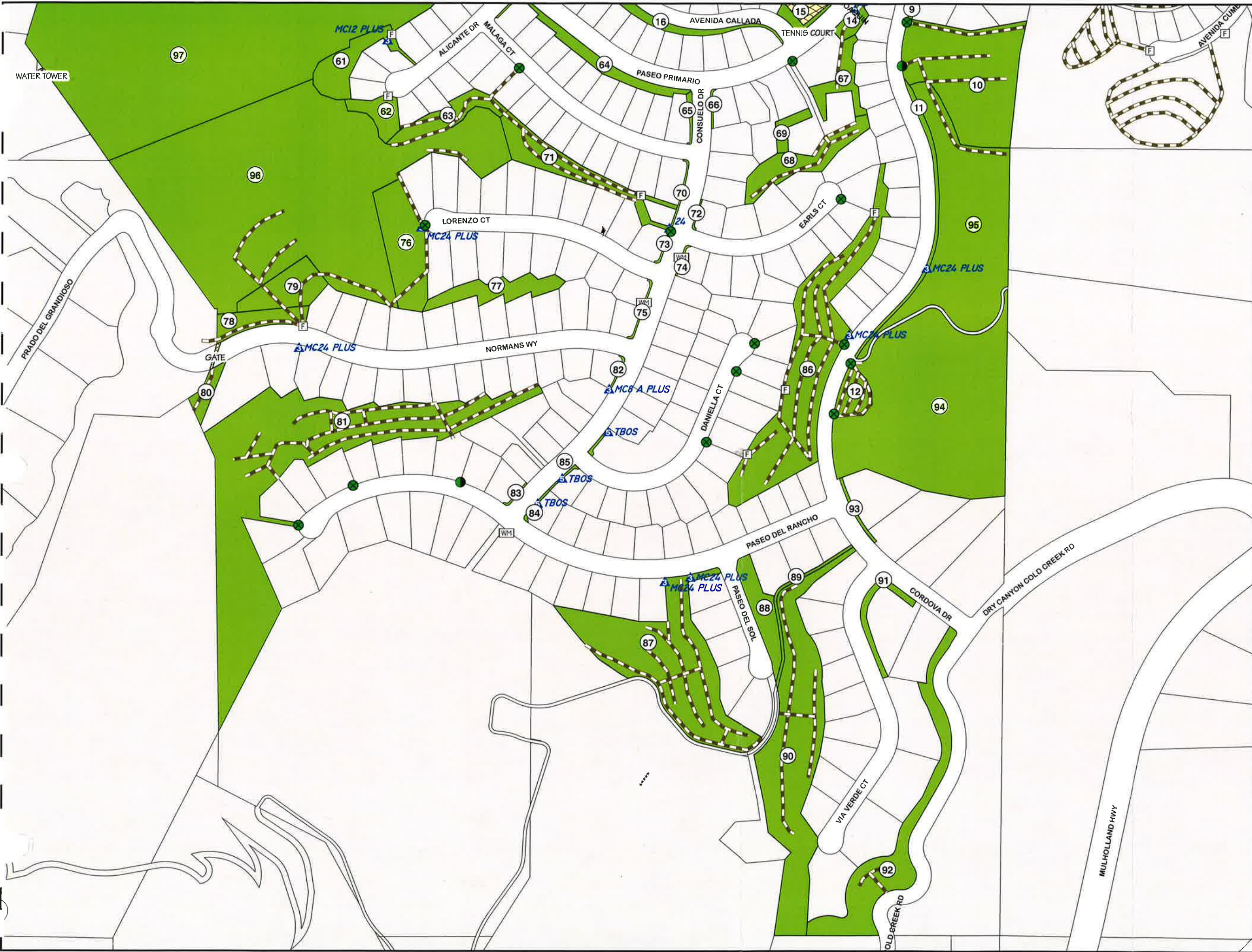
**ZONE 8  
 CALABASAS  
 PARK ESTATES**

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- OAK PARK HOA
- PALATINO HOA
- PARK SORRENTO HOA
- THE RIDGE HOA
- VISTA POINTE HOA
- CALABASAS LAKE



NOT TO  
SCALE





# Calabasas Park Estates

**OWNERS ASSOCIATION**  
P.O. Box 8782 • Calabasas, CA 91372  
(818) 225-9191 / (818) 591-3044 FAX

ITEM 5 ATTACHMENT D

February 7, 2017

Tony Coroalles  
City Manager  
City of Calabasas  
200 Civic Center Way  
Calabasas, CA 91302

Dear Mr. Coroalles:

This letter is sent at the request of the Board of Directors for Calabasas Park Estates Owners Association. The Board has voted for the City of Calabasas to retain Venco Western as the landscape contractor for Calabasas Park Estates Owners Association via Landscape and Lighting Act District 22 at the current pricing of the original contract with only the CPI increase.

Thank you very much.

Sincerely,



Ida Worth, CMCA, AMS  
Community Manager

cc: Robert Yalda, City Engineer – City of Calabasas  
Heather Melton, Landscape Maintenance District Manager – City of Calabasas



P.O. Box 1741  
Studio City, CA 91614  
Phone / Fax1-888-875-1722

**FEBRUARY 10, 2017**

**PALATINO HOMEOWNERS ASSOCIATION  
CALABASAS, CA 91302**

Dear Venco,

The Palatino HOA President, Mark Karnick approve to continue the landscaping services provided by Venco Western Inc., for landscape and lighting District 22.

Thank you.

Best regards,

A handwritten signature in black ink, appearing to read "A-K" with a long horizontal stroke extending to the right.

Asher Kaufman



**CITY of CALABASAS**  
**CITY COUNCIL AGENDA REPORT**

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**DATE:** FEBRUARY 13, 2017

**TO:** HONORABLE MAYOR AND COUNCILMEMBERS

**FROM:** TALYN MIRZAKHANIAN, SENIOR PLANNER  
KRYSTIN RICE, ASSOCIATE PLANNER

**SUBJECT:** ADOPTION OF ORDINANCE NO. 2017-347, A PROPOSED AMENDMENT TO CHAPTER 17.12.170 OF THE CALABASAS MUNICIPAL CODE BY UPDATING THE STANDARDS AND REQUIREMENTS APPLIED TO THE DEVELOPMENT OF ACCESSORY DWELLING UNITS (ALSO REFERRED TO AS SECOND UNITS, IN-LAW UNITS, OR GRANNY FLATS), AS REQUIRED TO COMPLY WITH THE NEW CALIFORNIA LAW

**MEETING DATE:** FEBRUARY 22, 2017

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**SUMMARY RECOMMENDATION:**

That the City Council adopt Ordinance No. 2017-347 (Attachment A) to bring into consistency with new California law standards and requirements for the development of accessory dwelling units.

**BACKGROUND:**

A public hearing was held for this item at the February 8, 2017 City Council meeting. At that time, City Council voted unanimously (5-0) to introduce Ordinance No. 2017-347. It is now appropriate for this ordinance to be formally adopted.

**REQUESTED ACTION:**

That the City Council adopt Ordinance No. 2017-347 (Attachment A).

**ATTACHMENTS:**

Attachment A: Ordinance No. 2017-347

**ORDINANCE NO. 2017-347**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CALABASAS, CALIFORNIA AMENDING CHAPTER 17.12.170 OF THE CALABASAS MUNICIPAL CODE BY UPDATING THE STANDARDS AND REQUIREMENTS APPLIED TO THE DEVELOPMENT OF ACCESSORY DWELLING UNITS (ALSO REFERRED TO AS SECOND UNITS, IN-LAW UNITS, OR GRANNY FLATS), AS REQUIRED TO COMPLY WITH NEW CALIFORNIA LAW.**

**WHEREAS**, the City Council of the City of Calabasas, California (“the City Council”) has considered all of the evidence including, but not limited to, the Planning Commission Resolution No. 2017-638, Planning Division staff report and attachments, and public testimony at its meeting; and,

**WHEREAS**, the City Council finds that the proposed amendment to Section 17.12.170 will update the City’s secondary housing unit requirements, so that the requirements for parking and side and rear setbacks pertaining to units located in or above a garage align with newly-enacted State law; and,

**WHEREAS**, the City Council finds that the proposed Development Code Amendment will not be detrimental to the public interest, health, safety, convenience, or welfare of the City; and,

**WHEREAS**, the proposed Development Code Amendment is in compliance with the provisions of the California Environmental Quality Act (CEQA) because the project is exempt from environmental review in accordance with Section 21084 of the California Environmental Quality Act (CEQA), and pursuant to Sections 15002(j)(1) and 15061(B)(3) of the CEQA Guidelines; and,

**WHEREAS**, the proposed Development Code Amendment is consistent with newly effective amendments to Government Code section 65852.2 and is consistent with the Housing Element of the Calabasas 2030 General Plan, which encourages the development of secondary housing units as a means of providing affordable housing while maintaining the character of residential neighborhoods, is adopted in the public interest, and is otherwise consistent with federal and state law; and,

**WHEREAS**, the City Council has considered the entirety of the record, which includes, without limitation, the Calabasas 2030 General Plan; the staff report, public comments, and minutes from the meeting of the Planning Commission of January 19, 2017; the staff report, public comments, and minutes from the City Council meeting of February 8, 2017, and all associated reports and testimony;

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

**SECTION 1.** Based upon the foregoing the City Council finds:

1. Notice of the February 8, 2017, City Council public hearing was posted at Juan Bautista de Anza Park, the Calabasas Tennis and Swim Center, Gelson's Market, the Agoura Calabasas Recreation Center, and at Calabasas City Hall.
2. Notice of the February 8, 2017, City Council public hearing was published in the *Las Virgenes Enterprise* ten (10) days prior to the hearing.
3. Notice of the February 8, 2017, City Council public hearing complied with the public notice requirements set forth in Government Code Section 65009 (b)(2).
4. Following a public hearing held on January 19, 2017, the Planning Commission adopted Resolution No. 2017-638 recommending to the City Council adoption of this ordinance.

**SECTION 2.** Section 17.76.050(B) Calabasas Municipal Code allows the City Council to approve the Development Code Amendment, which follows in Section 3 of this ordinance, provided that the following findings are made:

1. *The proposed amendment is consistent with the goals, policies, and actions of the General Plan;*

The proposed amendment to Section 17.12.170 will update the City's secondary housing unit requirements, so that the approval process, as well as the parking, maximum size, and minimum setback requirements align with newly enacted State law. The Calabasas 2030 General Plan, as updated on September 11, 2013 through the adoption of the 2014-2021 Housing Element Update, includes the following objective statements: "1) Assist in the provision of a variety of housing types to address the needs of all economic segments of the Calabasas community; and, 2) Address and remove governmental constraints that may hinder or discourage housing development in Calabasas." The proposed amendment will assist in the provision of a variety of housing types to address the needs of all economic segments of the Calabasas community by increasing the number of potential new secondary housing units on residentially zoned properties in the City. The proposed amendment will also remove governmental constraints by allowing qualified secondary housing units meeting the minimum standards to receive ministerial approval without further discretionary review. In addition to being consistent with these General Plan objectives, the proposed amendment specifically implements the following General Plan policies, as articulated in the 2014-2021 Housing Element:

**Policy V-1:** Preserve the character, scale and quality of established residential neighborhoods.

**Policy V-8:** Provide site opportunities for development of housing that respond to the diverse housing needs of Calabasas residents and workforce in terms of density, location and cost.

**Policy V-10:** Provide for the development of second units in existing single-family neighborhoods to provide additional opportunities for rental housing which conforms to the development standards within the underlying zone.

**Policy V-21:** Support the development and maintenance of affordable senior rental and ownership housing and supportive services to facilitate maximum independence and the ability of seniors to remain in their homes and/or in the community.

Accordingly, the proposed amendment is consistent with the goals, policies, and actions of the General Plan.

2. *The proposed amendment would not be detrimental to the public interest, health, safety, convenience or welfare of the city;*

The proposed amendment would not be detrimental to the public interest, health, safety, convenience, or welfare of the City because it updates the City's secondary housing unit requirements to comply with new state law, and any future applicant of a secondary housing unit still must comply fully with all applicable state laws and all other applicable standards for site development, including but not limited to: Hillside Grading Ordinance, Scenic Corridor Overlay Ordinance and Design Guidelines, Dark Skies Ordinance, Landscaping Ordinance, Oak Tree Ordinance, Green Buildings Ordinance, and other health and safety requirements of applicable laws. Any such future project must comply fully with local building codes, as applicable. Additionally, the City retains its authority to consider adequacy of water and sewer services and the impact of accessory dwelling units on public safety. Therefore, the proposed amendment meets this finding.

3. *The proposed amendment is in compliance with the provisions of the California Environmental Quality Act (CEQA).*

The proposed amendment is exempt from the requirement for environmental review under CEQA because: 1) the secondary housing unit regulation provisions promulgated through the updated Code already effectively took effect on January 1, 2017 by virtue of the state's adoption of new statutes that preempt any inconsistent local ordinance; thus, the City's action is not creating a new land use regulation and it can be seen with certainty that no

environmental impacts will result from the City's action. Instead, the City's action is to amend its second unit ordinance to match the new requirements of state law. Consequently, and in accordance with CEQA Section 21084 and both Section 15002(i)(1) – Lack of Local Jurisdictional Discretion – and Section 15061(b)(3) – General Rule of Exemption – of the CEQA Guidelines, the adoption of this ordinance is exempt from review under CEQA and a Notice of Exemption has been prepared for this proposed amendment.

The adoption of this ordinance also does not meet the definition of a project under CEQA Guidelines section 15061, subdivision (b)(3) and section 15378, subdivision (a) and subdivision (b)(5). The proposed changes to the second residential unit ordinance, changing the standards for second residential units as required by state law, has no potential for resulting in physical changes in the environment, directly or indirectly, because it consists of changes in the standards governing issuance of ministerial permits for second residential units and does not directly or indirectly approve any applications for particular second units. The adoption of this ordinance is therefore further exempt from CEQA review pursuant to California Code of Regulations, Title 14, Sections 15301 and 15308 of the CEQA Guidelines.

4. *The proposed amendment is internally consistent with other applicable provisions of this development code.*

The proposed amendment is internally consistent with other applicable provisions of the Development Code because it updates only Section 17.12.170, Secondary Housing Units, and all other chapters and sections remain unaffected.

**SECTION 3.** Development Code Amendment: Section 17.12.170 of the Land Use and Development Code is hereby amended to read as follows:

**17.12.170 – Secondary Housing Units.**

Where allowed by Section 17.11.010, this section establishes standards for secondary housing units, also known as accessory dwelling units.

- A. Legislative Findings. In compliance with Government Code Section 65852.2(a)(14)(C), the city finds that secondary housing units are consistent with the allowable density and with the General Plan and zoning designation.
- B. Development Standards. A single secondary housing unit may be allowed on a site in the RS, RR, HM and OS zoning districts in addition to a primary dwelling subject to a zoning clearance, as follows:



1. Primary Dwelling Required. The site shall be developed with one detached single-family dwelling.
2. Primary and Secondary Dwellings Not Separable. The secondary housing unit shall not be sold separately from the primary dwelling and may be rented.
3. Secondary Housing Unit Appearance. The design of the unit shall conform in general to the design of the primary dwelling; and
4. Site Layout and Design Standards. The location and design of a secondary housing unit shall comply with the following requirements:

Table 2-4 Secondary Housing Unit Requirements	
Development Feature	Requirement
Minimum lot area	Lot area shall not be less than 10,000 sq. ft.
Gross floor area	<p style="text-align: center;">Maximum 1,200 sq. ft. of habitable floor area not including garage.</p> <p style="text-align: center;">The maximum size of the floor area of an attached unit shall not exceed fifty percent (50%) of the existing living area of the primary unit, inclusive of any basement or attic.</p>
	Detached unit: Rear half of lot.
Site coverage, detached rear-yard units	Maximum of 30% of the rear yard, including any other accessory structures, and projections of the primary dwelling.
Setbacks	<p style="text-align: center;">Side: 5 ft. minimum.</p> <p style="text-align: center;">Side setbacks for units constructed above a garage: 5 ft.</p> <p style="text-align: center;">No side setback requirements shall apply to units constructed entirely within an existing garage.</p>
	Rear: 10 ft. minimum.

	<p>Rear setbacks for units constructed above a garage: 5 ft.</p> <p>No rear setback requirements shall apply to units constructed entirely within an existing garage.</p>
	<p>Interior: 10 ft. minimum, from primary dwelling or other structure, if detached.</p>
<p>Height limit - Detached units</p>	<p>One story, 15 ft. maximum (see 17.20.140 for height measurement), as allowed by zoning district when located above a garage.</p>
<p>Parking</p>	<p>In addition to replacing all required spaces lost when a garage, carport, or covered parking structure is demolished in conjunction with the construction of an accessory dwelling unit, one space, which may include tandem parking or, where an existing parking structure is demolished to create a legal second unit, the use of a mechanical lift shall be allowed.</p> <p>No additional parking space is required if any of the following is true:</p> <ul style="list-style-type: none"> <li>(A) The second unit is located within one-half mile of a regularly scheduled public transit stop;</li> <li>(B) The second unit is located within a City Council designated historic district;</li> <li>(C) The second unit is part of the existing legal primary residence or an existing legal accessory structure;</li> <li>(D) On-street preferential permits are required by the City but not offered to the occupant of the second unit; or</li> <li>(E) There is a publicly accessible and presently operating car share vehicle parking location within one block of the second unit.</li> </ul>

4. All secondary units shall also comply with any additional requirements in any overlay zone. In the event of conflicting provisions, the requirements of this secondary housing unit ordinance shall control.

5. Notwithstanding the requirements in Table 2-4, the City shall approve an application for a building permit to create within a single-family residential zoned property one secondary unit per single-family lot if the secondary unit is contained within the building envelope of an existing legal primary unit or legal accessory structure, has independent exterior access from the existing legal primary residence, and the side and rear setbacks are sufficient for fire safety as determined by the Community Development Director.

**SECTION 4.** Severability Clause:

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

**SECTION 5.** Effective Date:

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

**SECTION 6.** Certification:

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

**PASSED, APPROVED AND ADOPTED** this 22<sup>nd</sup> day of February, 2017.

\_\_\_\_\_  
Mary Sue Maurer, Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Maricela Hernandez, MMC  
City Clerk

\_\_\_\_\_  
Scott H. Howard  
City Attorney



**CITY of CALABASAS**  
**CITY COUNCIL AGENDA REPORT**

---

**DATE:** FEBRUARY 13, 2017

**TO:** HONORABLE MAYOR AND COUNCILMEMBERS

**FROM:** SPARKY COHEN, BUILDING OFFICIAL *SC.*

**SUBJECT:** ADOPTION OF ORDINANCE NO. 2017-349 THE CALIFORNIA CODE OF REGULATIONS - TITLE 24, THE 2016 CALIFORNIA BUILDING STANDARDS CODE PARTS 1 THROUGH 12 AND ADOPTING LOCAL AMENDMENTS THERETO, AND EXPEDITED PERMITTING PROCEDURES FOR ELECTRICAL VEHICLE CHARGING STATIONS

**MEETING DATE:** FEBRUARY 22, 2017

---

**SUMMARY RECOMMENDATION:**

Staff recommends that City Council adopt Ordinance No. 2017-349, the 2016 California Building Standards Code (California Code of Regulations Title 24) as well as an expedited permitting process for electrical vehicle charging stations.

**BACKGROUND:**

On February 8, 2016, Council introduced Ordinance No. 2017-349, the 2016 California Building Standards Code (California Code of Regulations Title 24) as well as an expedited permitting process for electrical vehicle charging stations.

**DISCUSSION/ANALYSIS:**

None.

**FISCAL IMPACT/SOURCE OF FUNDING:**

None.

**REQUESTED ACTION:**

Adopt Ordinance No. 2017-349, the 2016 California Building Code (California Code of Regulations, Title 24, Parts 1-12, as well as an expedited permitting process for electrical vehicle charging stations.

**ATTACHMENTS:**

1. Ordinance 2017-349
2. Ordinance 2017-349 - Exhibit 1 – Findings of local conditions

**WEBSITE LINKS:**

1. California Legislative Information  
Legislative Counsel’s Digest  
Assembly Bill 1236  
[https://leginfo.legislature.ca.gov/faces/billTextClient.xhtml?bill\\_id=201520160AB1236](https://leginfo.legislature.ca.gov/faces/billTextClient.xhtml?bill_id=201520160AB1236)
2. State of California  
Governor’s Office of Planning and Research  
Zero-Emission Vehicles in California  
COMMUNITY READINESS GUIDEBOOK  
[https://www.opr.ca.gov/docs/ZEV\\_Guidebook.pdf](https://www.opr.ca.gov/docs/ZEV_Guidebook.pdf)

**ITEM 7 ATTACHMENT 1  
ORDINANCE NO. 2017-349**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CALABASAS, CALIFORNIA ADOPTING BY REFERENCE, PURSUANT TO GOVERNMENT CODE SECTION 50022.2, CALIFORNIA CODE OF REGULATIONS - TITLE 24, THE 2016 CALIFORNIA BUILDING STANDARDS CODE PARTS 1 THROUGH 12 AND ADOPTING LOCAL ADMINISTRATIVE AMENDMENTS THERETO IN ACCORDANCE WITH CALIFORNIA HEALTH AND SAFETY CODE SECTION 17951 (e); AND EXPEDITED PERMITTING PROCEDURES FOR RESIDENTIAL ELECTRICAL VEHICLE CHARGING STATIONS.**

WHEREAS, the City Council of the City of Calabasas does hereby find that there is a need to enforce the most current editions of the California Building Standards Code, with local amendments thereof, as recited herein for regulating and controlling the design, erection, construction, enlargement, installation, alteration, repair, relocation, removal, use and occupancy, demolition, conversion, height and area, location and maintenance, and quality of materials of all buildings and structures and plumbing, mechanical, electrical and fire suppression systems and certain equipment within the City;

WHEREAS, pursuant to section 17951 (e) of the Health and Safety Code, local regulations necessary to carry out the application of the CBSC that do not establish building standards may be enacted without meeting the requirements of California Health & Safety Code sections 18941.5, 17958, 17598.5 and 17958.7;

WHEREAS, no part of this Ordinance imposes a more restrictive California Code Standard based upon local climatic, geographical or topographical findings and proposed amendments are solely intended to create administrative processes to comply with California Building Standards Codes and Subsection (a) of Section 65850.5 of the California Government Code; and

WHEREAS, Citing the desire to foster a “modernized and standardized permitting process” for residential electrical vehicle charging stations, the State Legislature recently passed AB 2188 to amend the Solar Rights Act of 1978;

WHEREAS, Subsection (a) of Section 65850.7 of the California Government Code, declares the implementation of consistent statewide standards to achieve the timely and cost-effective installation of electric vehicle charging stations systems is not a municipal affair, as that term is used in Section 5 of Article XI of the California Constitution, but is instead a matter of statewide concern;

WHEREAS, Subsection (a) of Section 65850.5 of the California Government Code provides that it is the policy of the State to promote and encourage the installation and use of solar energy systems by limiting obstacles to their use and by minimizing the permitting costs of such systems;

WHEREAS, Subdivision (g)(1) of Section 65850.7 of the California Government Code provides that, on or before September 30, 2017, every city, county, or city and county with a population of less than 200,000 people shall adopt an ordinance, consistent with the goals and intent of subdivision (a) of Section 65850.7, that creates an expedited, streamlined permitting process for electrical vehicle charging stations systems;

WHEREAS, The intent of this proposed Ordinance is in part to comply with Subdivision (g)(1) of Section 65850.7 of the California Government Code in order to implement an expedited, streamlined permitting process for residential electrical vehicular charging stations;

WHEREAS, the City Council does hereby further find that in accordance with section 15061(b)(3) of the California Code of Regulations, the adoption of these local amendments to the California Building Standards Code, and amendments to the Calabasas Municipal Code are exempt from the provisions of the California Environmental Quality Act because such actions are administrative in nature as the actions create an expedited permitting process for certain small residential rooftop solar energy systems as required by statute and will enhance, and not adversely affect the environment in any manner by promoting the development of small residential rooftop solar energy systems;

WHEREAS, the City Council does hereby further find that in accordance with section 15061(b)(3) of the California Code of Regulations, the adoption of these local amendments to the California Building Standards Code, and amendments to the Calabasas Municipal Code are exempt from the provisions of the California Environmental Quality Act because such actions are largely administrative in nature, are designed to improve and not degrade environmental quality, and the impacts of these local amendments to the building standards code will not adversely affect the environment in any manner that could be significant.

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

**SECTION 1. Chapter 15.04. of the Calabasas Municipal Code is hereby deleted in its entirety and amended to read as follows:**

## **Article I. California Building Code**

### **15.04.010 2016 California Building Code adopted.**

A. The 2016 California Building Code and appendix H and I of the 2016 California Building Code, which regulate the erection, construction, enlargements, alteration, repair, moving, removal, conversion, demolition, occupancy, use, equipment, height, area, security, abatement, and maintenance of buildings or structures within the city provide for the issuance of permits and collection of fees therefor, and provide for penalties for violation thereto, are hereby adopted by reference, and conflicting ordinances are hereby repealed.

B. All of the regulations, provisions, conditions, and terms of said codes, together with the appendices specifically referenced above, one copy of which will be on file and accessible to the public for inspection at the city clerk's office, are hereby referred to, adopted and made part of this chapter as if fully set forth in this chapter with the exceptions, deletions, additions, and amendments thereto as set forth in this subchapter.

### **15.04.030 2016 California Building Code Administrative Provisions Adopted.**

A. The Administrative Provisions of the 2016 California Building Code contained in Division II of Chapter I of Part 2 of Title 24 California Code of Regulations are hereby adopted by reference pursuant to Government Code sections 50022.2 through 50022.10.

B. All of the regulations, provisions, conditions, and terms of said division, together with the appendices specifically identified here within, one copy of which will be on file and accessible to the public for inspection at the city clerk's office, are hereby referred to, adopted and made part of this chapter as if fully set forth in this chapter.

#### **C. Appeals Boards**

Administrative Provisions Section 113, of Chapter I Division II of the 2016 California Building Code, is amended to read as follows:

### **113 Appeals Boards**

#### **113.1 General**

In order to hear and decide appeals of orders, decisions, or determinations of the building official regarding materials or methods of construction pertaining to: the Building Code, Residential Code, Mechanical Code, Plumbing Code, Electrical



Code, Energy Code, Historical Building Code, Fire Code, Existing Building Code, or the Green Building Standards Code, where necessary the City Council shall appoint upon nomination of the City Manager a Board of Appeals under this code with appropriate technical qualifications. Such nominees shall not include city employees.

### 113.2 Limitations on Authority.

(a) An application for appeal shall be based on a claim that a decision of the building official to prohibit the use of materials or methods of construction reflects one of the following errors: (i) the true intent of this code or the rules legally adopted thereunder have been incorrectly interpreted, (ii) the provisions of this code do not fully apply according to their terms, or (iii) the materials or methods of constructions proposed are equally well or better suited to accomplish the purposes of this code than those otherwise required by this code.

(b) The Board of Appeals shall have no authority to: (i) waive the requirements of this code, (ii) to consider, decide or rule on the existence or nonexistence of any activity, condition, or use involving real property and/or any structure and other improvements on real property that the building official or another authorized agent of the city has determined to violate Title 15 or any other provision of the Calabasas Municipal Code, or (iii) consider, decide or rule whether persons are or are not responsible for violations of the Calabasas Municipal Code or public nuisances or what actions are required by responsible persons to correct or abate violations of the Calabasas Code or public nuisances.

### 113.3 Procedures.

A person seeking an appeal under this Section 113 shall file an appeal on a form furnished by the building official and pay an appeal fee in an amount established from time to time by resolution of the City Council. That fee shall be sufficient to cover the cost of the building official's obtaining a written interpretation of relevant provisions of this Title 15 by the International Code Council or any successor thereto. The Board of Appeals may, after hearing, adopt that written interpretation as the decision of the Board. If the Board of Appeals does not adopt that written interpretation, it shall state its reasoning in writing. The Board may establish, by a regulation published in the manner required of ordinances of the City Council, procedures for the conduct of appeals under this Section 113. Judicial review of a decision of the Board of Appeal under this Section 113 may be had pursuant to Code of Civil Procedure Section 1094.5. Judicial review of any decision of the building official not subject to appeal under this Section 105 may be had pursuant to Code of Civil Procedure Section 1085.

#### **15.04.050 Safety assessment placards.**

- A. Intent. This section established standard placards to be used to indicate the condition of a structure for continued occupancy. The section further authorizes the building official and his or her authorized representatives to post the appropriate placard at each entry point to a building or structure upon completion of a safety assessment.
- B. Application of Provisions. The provisions of this chapter are applicable to all buildings and structures of all occupancies regulated by the city of Calabasas. The city council may extend the provisions as necessary.
- C. Definitions. "Safety assessment" means a visual, nondestructive examination of a building or structure for the purpose of determining the condition for continued occupancy.
- D. Placards. The following are verbal descriptions of the official placards to be used to designate the condition for continued occupancy of buildings or structures.
  - 1. "INSPECTED—Lawful Occupancy Permitted" is to be posted on any building or structure wherein no apparent structural hazard has been found. This placard is not intended to mean that there is no damage to the building or structure.
  - 2. "RESTRICTED USE" is to be posted on each building or structure that has been damaged wherein the damage has resulted in some form of restriction to the continued occupancy. The individual who posts this placard will note in general terms the type of damage encountered and will clearly and concisely note the restrictions on continued occupancy.
  - 3. "UNSAFE—Do Not Enter or Occupy" is to be posted on each building or structure that has been damaged such that continued occupancy poses a threat to life safety. Buildings or structures posted with this placard shall not be entered under any circumstance except as authorized in writing by the building official, or his or her authorized representative. Safety assessment teams shall be authorized to enter these buildings at any time. This placard is not to be used or considered as a demolition order. The individual who posts this placard will note in general terms the type of damage encountered.
    - (b) The ordinance number, the name of the jurisdiction, its address, and phone number shall be permanently affixed to each placard.
    - (c) Once it has been attached to a building or structure, a placard is not to be removed, altered or covered until done so by an authorized representative of the building official. It is unlawful for any person, firm or corporation to alter, remove, cover or deface a placard unless authorized pursuant to this section.

## **Article II. California Residential Code**

### **15.04.100 2016 California Residential Code adopted.**

A. The 2016 California Residential Code, which regulate the erection, construction, enlargements, alteration, repair, moving, removal, conversion, demolition, occupancy, use, equipment, height, area, security, abatement, and maintenance of buildings or structures of detached one-and-two-family dwelling, townhouse not more than three stories above grade plane in height, provide for the issuance of permits and collection of fees therefore, and provide for penalties for violation thereto, are hereby adopted by reference, and conflicting ordinances are hereby repealed.

B. All of the regulations, provisions, conditions, and terms of said codes, together with their appendices, one copy of which will be on file and accessible to the public for inspection at the city clerk's office, are hereby referred to, adopted and made part of this chapter as if fully set forth in this chapter with the exceptions, deletions, additions, and amendments thereto as set forth in this subchapter.

### **15.04.140 2016 California Residential Code Administrative Provisions Adopted.**

A. Chapter I Division II Administrative Provisions of the 2016 California Residential Code are hereby adopted by reference.

B. The 2016 California Residential Code Chapter I Division II Board of Appeals Section R112 is amended to read as follows:

#### **R112 Board of Appeals**

Appeals pertaining to the Residential Building Code, shall be governed by Calabasas Municipal Code Section 15.04.030.

## **Article III. California Mechanical Code**

### **15.04.180 2016 California Mechanical Code adopted.**

A. The 2016 California Mechanical Code, which regulate and control the design, construction, quality of materials, erection, installation, alteration, repair, location, relocation, replacement, addition to, use or maintenance of heating, venting, cooling, refrigeration systems, or other miscellaneous heat-producing appliances in the city, provides for the issuance of permits and collection of fees therefore and provides for penalties for the violation thereof, with certain changes

and amendments thereto, is hereby adopted by reference, and all conflicting ordinances are hereby repealed.

B. All of the regulations, provisions, conditions, and terms of said codes, together with their appendices, one copy of which will be on file and accessible to the public for inspection at the city clerk's office, are hereby referred to, adopted, and made part of this chapter as if fully set forth in this chapter with the exceptions, deletions, additions, and amendments thereto as set forth in this subchapter.

**15.04.200 2016 California Mechanical Code Administrative Provisions Adopted.**

A. Division II of Chapter I Administrative Provisions of the 2016 California Mechanical Code are hereby adopted by reference pursuant to Government Code sections 50022.2 through 50022.10.

B. The 2016 California Mechanical Code Division II of Chapter I Section 108.0 Board of Appeals is amended to read as follows:

**108.0 Board of Appeals**

Appeals pertaining to the Mechanical Code, shall be governed by Calabasas Municipal Code Section 15.04.030.

**Article IV California Plumbing Code**

**15.04.240 2016 California Plumbing Code adopted.**

(A) The 2016 California Plumbing Code inclusive of 2016 California Plumbing Code Appendix A, Appendix B, Appendix C, Appendix D, Appendix F, Appendix G, Appendix H, Appendix I, and Appendix L which provide minimum requirements and standards for the protection of the public health, safety and welfare by regulating the installation or alteration of plumbing and drainage, materials, venting, wastes, traps, interceptors, water systems, sewers, gas piping, water heaters and other related products, and workmanship in the city, provide for the issuance of permits and collection of fees therefor, and provide for penalties for the violations thereof, with certain changes and amendments thereto, are hereby adopted by reference, and conflicting ordinances are hereby repealed.

(B) All of the regulations, provisions, conditions, and terms of said codes, together with their appendices, one copy of which will be on file and accessible to the public for inspection at the city clerk's office, are hereby referred to, adopted, and made part of this chapter as if fully set forth in this chapter with the

exceptions, deletions, additions, and amendments thereto as set forth in this subchapter.

**15.04.280 2016 California Plumbing Code Administrative Provisions Adopted.**

A. Division II of Chapter I Administrative Provisions of the 2016 California Plumbing Code are hereby adopted by reference pursuant to Government Code sections 50022.2 through 50022.10.

B. All of the regulations, provisions, conditions, and terms of said division, together with their appendices, one copy of which will be on file and accessible to the public for inspection at the City Clerk's office, are hereby referred to, adopted and made part of this chapter as if fully set forth in this chapter.

C. The 2016 California Plumbing Code Division II of Chapter I Section ~~102.3~~ 107 Board of Appeals is amended to read as follows:

**107 Board of Appeals**

Appeals pertaining to the Plumbing Code, shall be governed Calabasas Municipal Code Section 15.04.030.

**Article V. California Electrical Code.**

**15.04.300 2016 California Electrical Code adopted.**

A. The 2016 California Electrical Code, together with the appendices, which provides minimum requirements and standards for the protection of the public health, safety, and welfare by regulating the installation or alteration of electrical wiring, equipment, materials, and workmanship in the city, provides for the issuance of permits and collection of fees therefor and provides penalties for the violations thereof, with all changes and amendments thereto, is hereby adopted by reference, and all conflicting ordinances are hereby repealed.

B. All of the regulations, provisions, conditions, and terms of said codes, together with their appendices, one copy of which will be on file and accessible to the public for inspection at the city clerk's office, are hereby referred to, adopted, and made part of this chapter as if fully set forth in this chapter with the exceptions, deletions, additions, and amendments thereto as set forth in this subchapter.

**15.04.350 2016 California Electrical Code - General Code "Administrative" Provisions Adopted.**

A. California Article 89 General Code Provisions of the 2016 California Electrical Code are hereby adopted by reference pursuant to Government Code sections 50022.2 through 50022.10.

B. All of the regulations, provisions, conditions, and terms of said division, together with their appendices, one copy of which will be on file and accessible to the public for inspection at the City Clerk's office, are hereby referred to, adopted and made part of this chapter as if fully set forth in this chapter.

C. The 2016 California Electrical Code California Article 89 General Code Provisions Section 89.108.8 Appeals Board is amended to read as follows:

**89.108.8 Appeals Board**

Appeals pertaining to the Electrical Building Code, shall be governed by Calabasas Municipal Code Section 15.04.030.

**Article VI. California Energy Code.**

**15.04.400 2016 California Energy Code adopted.**

A. The 2016 California Energy Code, together with the appendices, which regulate the building envelope, space-conditioning systems, water-heating systems, outdoor lighting systems and signs located either indoors or outdoors within the city, are hereby adopted by reference, and conflicting ordinances are hereby repealed.

B. All of the regulations, provisions, conditions, and terms of said codes, together with their appendices, one copy of which will be on file and accessible to the public for inspection at the city clerk's office, are hereby referred to, adopted and made part of this chapter as if fully set forth in this chapter with the exceptions, deletions, additions, and amendments thereto as set forth in this subchapter.

**Article VII. California Historical Building Code.**

**15.04.450 2016 California Historical Building Code adopted.**

A. The 2016 California Historical Building Code, which provides regulations, minimum requirements and standards for the preservation, restoration, rehabilitation, relocation of buildings or properties designated as historical building

or properties, with all changes and amendments thereto, is hereby adopted by reference, and all conflicting ordinances are hereby repealed.

B. All of the regulations, provisions, conditions, and terms of said codes, together with their appendices, one copy of which will be on file and accessible to the public for inspection at the city clerk's office, are hereby referred to, adopted, and made part of this chapter as if fully set forth in this chapter with the exceptions, deletions, additions, and amendments thereto as set forth in this subchapter.

#### **Article VIII California Fire Code.**

##### **15.04.500 2016 California Fire Code.**

A. The 2016 California Fire Code, which regulate the erection, construction, enlargements, alteration, repair, moving, removal, conversion, demolition, occupancy, use, equipment, height, area, security, abatement, and maintenance of buildings or structures within the city provide for the issuance of permits and collection of fees therefor, and provide for penalties for violation thereto, are hereby adopted by reference, and conflicting ordinances are hereby repealed.

B. All of the regulations, provisions, conditions, and terms of said codes, one copy of which will be on file and accessible to the public for inspection at the city clerk's office, are hereby referred to, adopted and made part of this chapter as if fully set forth in this chapter with the exceptions, deletions, additions, and amendments thereto as set forth in this subchapter.

#### **Article IX California Green Building Standards Code**

##### **15.04.550 2016 California Green Building Standards Code adopted.**

A. The 2016 California Green Building Standards Code, together with its appendices, which regulate the planning, design, construction, operation, replacement, use and occupancy, location, maintenance, removal and demolition of every building or structure or any appurtenance connected or attached to such building structures throughout the State of California, are hereby adopted by reference, and ordinances of the city which conflict with that Code are hereby repealed to the extent of the conflict.

B. All of the regulations, provisions, conditions, and terms of the 2016 California Green Building Standards Code, together with its appendices, one copy of which will be on file and accessible to the public for inspection at the city clerk's office, are hereby referred to, adopted and made part of this chapter as if fully set

forth in this chapter with the exceptions, deletions, additions, and amendments thereto as set forth in this chapter.

**Article X Expedited permitting process for:  
Small residential rooftop solar energy systems and  
Residential electrical vehicle charging stations.**

**15.04.600 “Expedited streamlined permitting process for small residential rooftop solar energy systems and residential electrical vehicle charging stations”**

Part A Expedited permitting process for small residential rooftop solar energy systems.

1. A “small residential rooftop solar energy system” means all of the following:
  - 1.1. A photovoltaic solar energy system that is (i) no larger than 10 kilowatts alternating current nameplate rating or 30 kilowatts thermal and (ii) with all photovoltaic panels mounted on the rooftop of a single or duplex family residential structure.
  - 1.2. A solar energy system that conforms to all applicable state fire, structural, electrical, and other building codes as adopted or amended by the City and paragraph (3) of subdivision (c) of Section 714 of the Civil Code.
  - 1.3. A solar panel or module array that does not exceed the maximum legal building height as defined by the Calabasas Land and Development Use Code.
2. The following definitions apply to this Section:
  - 2.1 “A feasible method to satisfactorily mitigate or avoid the specific, adverse impact” includes, but is not limited to, any cost-effective method, condition, or mitigation imposed by a city, county, or city and county on another similarly situated application in a prior successful application for a permit. The city shall use its best efforts to ensure that the selected method, condition, or mitigation meets the conditions of subparagraphs (A) and (B) of paragraph (1) of subdivision (d) of Section 714 of the Civil Code.
  - 2.2 “Solar energy system” has the same meaning set forth in paragraphs (1) and (2) of subdivision (a) of Section 801.5 of the Civil Code, as such section or subdivision may be amended, renumbered, or re-designated from time to time.



- 2.3 "Specific, adverse impact" means a significant, quantifiable, direct, and unavoidable impact, based on objective, identified, and written public health or safety standards, policies, or conditions as they existed on the date the application was deemed complete.
3. The city shall not condition approval for any solar energy system permit on the approval of a solar energy system by an association, as that term is defined in Section 4080 of the Civil Code.
  4. Section 65850.5 of the California Government Code provides that, on or before September 30, 2015, every city, county, or city and county shall adopt an ordinance that creates an expedited, streamlined permitting process for small residential rooftop solar energy systems.
  5. Section 65850.5 of the California Government Code provides that in developing an expedited permitting process, the city shall adopt a checklist of all requirements with which small rooftop solar energy systems shall comply to be eligible for expedited review. The building official is hereby authorized and directed to develop and adopt such checklist.
  6. The intent of this article, is to substantially conform the City's expedited, streamlined permitting process for small residential rooftop solar energy systems with the recommendations for expedited permitting, including the eligibility checklists and standard plans contained in the most current version of the California Solar Permitting Guidebook adopted by the Governor's Office of Planning and Research.
  7. The small residential rooftop solar energy system eligibility checklist developed and promulgated by the building official shall be published on the city's internet website. The applicant may submit the permit application and associated documentation to the City's building division by personal, mailed, or electronic submittal together with any required permit processing and inspection fees. In the case of electronic submittal, the electronic signature of the applicant on all forms, applications and other documentation may be used in lieu of a wet signature. Should the City not have the capability to accept electronic signatures, no signature shall be required.

8. "Electronic submittal" means the utilization of one or more of the following:
  - 8.1. E-mail,
  - 8.2. The internet,
  - 8.3. Facsimile.
9. Prior to submitting an application, the applicant shall:
  - 9.1. Verify to the applicant's reasonable satisfaction through the use of standard engineering evaluation techniques that the support structure for the small residential rooftop solar energy system is stable and adequate to transfer all wind, seismic, and dead and live loads associated with the system to the building foundation; and
  - 9.2. At the applicant's cost, verify to the applicant's reasonable satisfaction using standard electrical inspection techniques that the existing electrical system including existing line, load, ground and bonding wiring as well as main panel and subpanel sizes are adequately sized, based on the existing electrical system's current use, to carry all new photovoltaic electrical loads.
10. An application that satisfies the information requirements in the eligibility checklist, as determined by the building official, shall be deemed complete. Upon receipt of an incomplete application, the building official shall issue a written correction notice detailing all deficiencies in the application and any additional information required to be eligible for expedited permit issuance.
11. Upon confirmation by the building official of the application and supporting documentation being complete and meeting the requirements of the eligibility checklist, the building official shall administratively approve the application and issue all required permits or authorizations. Such approval does not authorize an applicant to connect the small residential rooftop energy system to the local utility provider's electricity grid. The applicant is responsible for obtaining such approval or permission from the local utility provider.
12. For a small residential rooftop solar energy system eligible for expedited review, only one inspection shall be required, which shall be done in a timely manner and includes a consolidated inspection by building and safety staff, as agreed to by the County of Los Angeles Fire

Department. If a small residential rooftop solar energy system fails inspection, a subsequent inspection is authorized, however the subsequent inspection need not conform to the requirements of this subdivision.

Part B Expedited permitting process for residential vehicle charging stations.

- (1) The implementation of consistent statewide standards to achieve the timely and cost-effective installation of electric vehicle charging stations is not a municipal affair, as that term is used in Section 5 of Article XI of the California Constitution, but is instead a matter of statewide concern.
- (2) It is the intent of the Legislature that local agencies not adopt ordinances that create unreasonable barriers to the installation of electric vehicle charging stations and not unreasonably restrict the ability of homeowners and agricultural and business concerns to install electric vehicle charging stations.
- (3) It is the policy of the state to promote and encourage the use of electric vehicle charging stations and to limit obstacles to their use.
- (4) It is the intent of the Legislature that local agencies comply not only with the language of this section, but also the legislative intent to encourage the installation of electric vehicle charging stations by removing obstacles to, and minimizing costs of, permitting for charging stations so long as the action does not supersede the building official's authority to identify and address higher priority life-safety situations.
- (5) A city, county, or city and county shall administratively approve an application to install electric vehicle charging stations through the issuance of a building permit or similar nondiscretionary permit. Review of the application to install an electric vehicle charging station shall be limited to the building official's review of whether it meets all health and safety requirements of local, state, and federal law. The requirements of local law shall be limited to those standards and regulations necessary to ensure that the electric vehicle charging station will not have a specific, adverse impact upon the public health or safety. However, if the building official of the city, county, or city and county makes a finding, based on substantial evidence, that the electric vehicle charging station could have a specific, adverse impact upon the public health or safety, the city, county, or city and county may require the applicant to apply for a use permit.

- (6) A city, county, or city and county may not deny an application for a use permit to install an electric vehicle charging station unless it makes written findings based upon substantial evidence in the record that the proposed installation would have a specific, adverse impact upon the public health or safety, and there is no feasible method to satisfactorily mitigate or avoid the specific, adverse impact. The findings shall include the basis for the rejection of potential feasible alternatives of preventing the adverse impact.
- (7) The decision of the building official pursuant to subdivisions (b) and (c) may be appealed to the planning commission of the city, county, or city and county.
- (8) Any conditions imposed on an application to install an electric vehicle charging station shall be designed to mitigate the specific, adverse impact upon the public health or safety at the lowest cost possible.
- (9)
  - (9.1) An electric vehicle charging station shall meet applicable health and safety standards and requirements imposed by state and local permitting authorities.
  - (9.2) An electric vehicle charging station shall meet all applicable safety and performance standards established by the California Electrical Code, the Society of Automotive Engineers, the National Electrical Manufacturers Association, and accredited testing laboratories such as Underwriters Laboratories and, where applicable, rules of the Public Utilities Commission regarding safety and reliability.
- (10)
  - (10.1) On or before September 30, 2016, every city, county, or city and county with a population of 200,000 or more residents, and, on or before September 30, 2017, every city, county, or city and county with a population of less than 200,000 residents, shall, in consultation with the local fire department or district and the utility director, if the city, county, or city and county operates a utility, adopt an ordinance, consistent with the goals and intent of this section, that creates an expedited, streamlined permitting process for electric vehicle charging stations. In developing an expedited permitting process, the city, county, or city and county shall adopt a checklist of all requirements with which electric vehicle charging stations shall comply to be eligible for expedited review. An

application that satisfies the information requirements in the checklist, as determined by the city, county, or city and county, shall be deemed complete. Upon confirmation by the city, county, or city and county of the application and supporting documents being complete and meeting the requirements of the checklist, and consistent with the ordinance, a city, county, or city and county shall, consistent with subdivision (b), approve the application and issue all required permits or authorizations. However, the city, county, or city and county may establish a process to prioritize competing applications for expedited permits. Upon receipt of an incomplete application, a city, county, or city and county shall issue a written correction notice detailing all deficiencies in the application and any additional information required to be eligible for expedited permit issuance. An application submitted to a city, county, or city and county that owns and operates an electric utility shall demonstrate compliance with the utility's interconnection policies prior to approval.

- (10.2) The checklist and required permitting documentation shall be published on a publicly accessible Internet Web site, if the city, county, or city and county has an Internet Web site, and the city, county, or city and county shall allow for electronic submittal of a permit application and associated documentation, and shall authorize the electronic signature on all forms, applications, and other documentation in lieu of a wet signature by an applicant. In developing the ordinance, the city, county, or city and county may refer to the recommendations contained in the most current version of the "Plug-In Electric Vehicle Infrastructure Permitting Checklist" of the "Zero-Emission Vehicles in California: Community Readiness Guidebook" published by the Office of Planning and Research. A city, county, or city and county may adopt an ordinance that modifies the checklists and standards found in the guidebook due to unique climactic, geological, seismological, or topographical conditions. If a city, county, or city and county determines that it is unable to authorize the acceptance of an electronic signature on all forms, applications, and other documents in lieu of a wet signature by an applicant, the city, county, or city and county shall state, in the ordinance required under this subdivision, the reasons for its inability to accept electronic signatures and acceptance of an electronic signature shall not be required.

- (11) A city, county, or city and county shall not condition approval for any electric vehicle charging station permit on the approval of an electric vehicle charging station by an association, as that term is defined in Section 4080 of the Civil Code.
- (12) The following definitions shall apply to this section:
- (12.1) "A feasible method to satisfactorily mitigate or avoid the specific, adverse impact" includes, but is not limited to, any cost-effective method, condition, or mitigation imposed by a city, county, or city and county on another similarly situated application in a prior successful application for a permit.
- (12.2) "Electronic submittal" means the utilization of one or more of the following:
- (A) Email.
  - (B) The Internet.
  - (C) Facsimile.
- (13) "Electric vehicle charging station" or "charging station" means any level of electric vehicle supply equipment station that is designed and built in compliance with Article 625 of the California Electrical Code, as it reads on the effective date of this section, and delivers electricity from a source outside an electric vehicle into a plug-in electric vehicle.
- (14) "Specific, adverse impact" means a significant, quantifiable, direct, and unavoidable impact, based on objective, identified, and written public health or safety standards, policies, or conditions as they existed on the date the application was deemed complete.

## **Article XI California Existing Buildings Code.**

### **15.04.700 2016 California Existing Building Code adopted.**

A. The 2016 California Existing Code, which regulate the repair, alteration, change of occupancy, addition to and relocation of existing buildings provide for the issuance of permits and collection of fees therefore, and provide for penalties for violation thereto, are hereby adopted by reference, and conflicting ordinances are hereby repealed.

B. All of the regulations, provisions, conditions, and terms of said codes, together with appendices A1 – A4, one copy of which will be on file and accessible to the public for inspection at the city clerk's office, are hereby referred to, adopted and made part of this chapter as if fully set forth in this chapter with the exceptions, deletions, additions, and amendments thereto as set forth in this subchapter.

### **15.04.740 2016 California Existing Building Code Administrative Provisions Adopted.**

A. Chapter I Division II Administrative Provisions of the 2016 California Existing Building Code are hereby adopted by reference.

B. The 2016 California Existing Building Code Chapter I Division II Board of Appeals Section 112 is amended to read as follows:

#### **112 Board of Appeals**

Appeals pertaining to the Existing Building Code, shall be governed by Calabasas Municipal Code Section 15.04.030.

## **Article XII Fees**

**15.04.800** Notwithstanding the provisions of this Chapter, the amount of every fee set forth in the code shall be the fee set forth in the most current resolution of the city council establishing fees.

## **Article XI. Violations Abatement and Penalties.**

### **15.04.840 Violation—Nuisance—Civil remedies available.**

A. A violation of any of the provisions of this chapter or the codes adopted shall constitute a nuisance and may be abated by the city through civil process by means of restraining order, preliminary or permanent injunction or in any other manner provided by law for the abatement of such nuisance.

B. Penalty.

Every person violating any provision of this chapter, including but not limited to any provision of the Building Code, Residential Code, Mechanical Code, Plumbing Code, Electrical Code, Energy Code, Historical Building Code, Fire Code, or the Green Building Standards Code, or of any permit or license granted thereunder, or any rules or regulations promulgated pursuant thereto, is guilty of a misdemeanor. Upon conviction thereof, he or she shall be punishable by a fine not-to-exceed one thousand dollars (\$1,000.00) or imprisonment not-to-exceed six months, or by both such fine and imprisonment. The imposition of such penalty for any violation shall not excuse the violation or permit it to continue. Each day that a violation occurs shall constitute a separate offense.

C. When seeking remedies under this section 15.04.990.1, the city may seek either or both remedies hereunder.

**SECTION 2. Findings.** The City Council hereby adopts the findings set forth in **Exhibit 1** as if fully set forth herein. The City Council finds that each amendment to the Building Standards Code was an administrative change for which no findings need be legally made and/or was made due to local climatic conditions and given that the amended Green Building Standards can potentially reduce greenhouse gas emissions and VOC emissions from new construction projects as well as redevelopment and renovation projects in the City.

**SECTION 3. References in Documents and Continuing Legal Effect.** References to prior versions of any portion of the Building Standards Code, or of the Calabasas Municipal Code that are amended or renumbered in this Municipal Code, that are cited on notices issued by the City or other documents of ongoing or continuing legal effect, including resolutions adopting or imposing fees or charges, until converted, are deemed to be references to the new counterpart part of the Building Standards Code or amended Municipal Code sections for the purposes of notice and enforcement. The provisions adopted hereby shall not in any manner affect deposits, established fees or other matters of record which refer to, or are otherwise connected with, ordinances which are specifically designated by number, code section or otherwise, but such references shall be deemed to apply to the corresponding provisions set forth in the code sections adopted or amended hereby.

**SECTION 4. Continuity.** To the extent the provisions of this Ordinance are substantially the same as previous provisions of the Calabasas Municipal Code, these provisions shall be construed as continuations of those provisions and not as new enactments.



**SECTION 5. No Effect on Enforceability.** The repeal of any sections of the Municipal Code, shall not affect or impair any act done, or right vested or approved, or any proceeding, suit or prosecution had or commenced in any cause before such repeal shall take effect; but every such act, vested right, proceeding, suit, or prosecution shall remain in full force and effect for all purposes as if the applicable provisions of the Municipal Code, or part thereof, had remained in force and effect. No offense committed and no liability, penalty, or forfeiture, either civil or criminal, incurred prior to the repeal or alteration of any applicable provision of the 2013 Code as amended, shall be discharged or affected by such repeal or alteration but prosecutions and suits for such offenses, liabilities, penalties or forfeitures shall be instituted and proceed in all respects as if the applicable provisions of the 2010 Code, as amended, had not been repealed or altered.

**SECTION 6. CEQA.** This Ordinance is exempt from the California Environmental Quality Act pursuant to State Guidelines §15061 (b) (3) as a project that has no potential for causing a significant effect on the environment.

**SECTION 7. Certification.** The City Clerk shall certify to the adoption of this ordinance and shall cause the same to be processed in the manner required by law.

**SECTION 8. Building Standards Commission.** The City Clerk shall file a certified copy of this Ordinance with the California Building Standards Commission.

**SECTION 9. Severability.** Should any section, subsection, clause, or provision of this Ordinance for any reason be held to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity or constitutionality of the remaining portions of this Ordinance; it being hereby expressly declared that this Ordinance, and each section, subsection, sentence, clause, and phrase hereof would have been adopted irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared invalid or unconstitutional.

**SECTION 10. Publication.** The City Clerk shall cause this Ordinance to be published in accordance with California Government Code Section 36933, shall certify to the adoption of this Ordinance, and shall cause this Ordinance and its certification, together with proof of publication, to be entered in the Book of Ordinances of the City Council.

**PASSED, APPROVED AND ADOPTED** this 22<sup>nd</sup> day of February, 2017.

\_\_\_\_\_  
Mary Sue Maurer, Mayor

ATTEST:

\_\_\_\_\_  
Maricela Hernandez, MMC  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Scott H. Howard, City Attorney

**ITEM 7 ATTACHMENT 2  
EXHIBIT 1**

**2016 California Building Standards Code**

**FACTUAL FINDINGS ESTABLISHING THE REASONABLE NEED FOR LOCAL  
AMENDMENTS TO PORTIONS OF THE BUILDING STANDARDS CODE BASED UPON  
CLIMATIC or ADMINISTRATIVE PROVISION**

Section 1 of this Exhibit sets forth various findings that apply in Calabasas, explaining the administrative provisions and the local climatic conditions that necessitate the various changes.

Section 2 of this Exhibit explains which findings apply to which amendments.

In numerous instances herein, the City has opted to make findings even though it is not legally required to do so. For example, if a change to a building standard is administrative in nature, then no finding is legally required. Likewise, if a proposal does not contradict a building standard, but merely supplements the standard, then the city need not make a finding.

**Section 1. General Findings**

The following findings apply in the City of Calabasas, and explain why the changes to the Building Standards Code are necessary because of climatic or local administrative regulations in the city.

**A. Climatic Conditions**

Given that the Southern California region has been determined by the California Air Pollution Control Board to be a non-attainment area for air quality, and the City of Calabasas is part of the Southern California region; and, given the City of Calabasas is located specifically at the western extreme of the San Fernando Valley, serving as the gateway to the Santa Monica Mountains Recreation Area, which is a highly valued natural resource and recreation area serving the region, state, and nation with an estimated visitation by approximately 35 Million visitors annually; and, given that the Green Building Standards can potentially reduce greenhouse gas emissions and VOC emissions from new construction projects as well as redevelopment and renovation projects in the City; and, given that the construction activity in the City of Calabasas requires building permits and the City issues approximately 1800 permits annually.

**B. Administrative Regulations**

Local regulations necessary to carry out the application of the CBSC that do

not establish building standards may be enacted without meeting the requirements of the HSC sections 18941.5, 17958, 17958.5 and 17958.7. Additional amendments have been made to Codes. Through recommendation of the City Attorney, City Prosecutor, or the Community Development Department, such amendments are hereby found to be either administrative or procedural in nature which do not impact the technical standards within the California Building Standards Codes or concern themselves with subjects which are not covered in such Codes. The changes made include provisions making each of said Codes compatible with other Codes and Ordinances enforced by the City.

- C. Not Applicable (N/A).** No findings need to be made, because the code section that is at issue does not amend any building standard.

**Section 2 – Which Findings Apply to Which Amendments**

Amendments to the 2016 Edition of the California Codes are found reasonably necessary based on the climatic condition cited within this Ordinance and Section 1 above or for an administrative process as follows.

<b>Municipal Code Section - California Building Standard Code Provision</b>	<b>Applicable Finding</b>
15.04.010 2016 Building Code adopted	<b>N/A</b>
15.04.030 2016 Building Code Administrative Provisions Adopted	<b>B</b>
15.04.030 C. – “CBC Section 113” Appeals pertaining to the Building Code	<b>B</b>
15.04.050 Safety assessment placards	<b>B</b>
15.04.100 2016 Residential Code adopted	<b>N/A</b>
15.04.140 2016 Residential Code Administrative Provisions Adopted	<b>B</b>
15.04.140 B – “RBC Section R112” Appeals pertaining to the Residential Building Code	<b>B</b>
15.04.180 2016 Mechanical Code adopted	<b>N/A</b>
15.04.200 Mechanical Code Administrative Provisions Adopted	<b>B</b>
15.04.200 B – CMC Section 108.0 Appeals pertaining to the Mechanical Code	<b>B</b>

15.04.240 2016 Plumbing Code adopted	<b>N/A</b>
15.04.280 2016 Plumbing Code Administrative Provisions Adopted	<b>B</b>
15.04.280 C. "CPC Section 102.3" Appeals pertaining to the Plumbing Code-	<b>B</b>
15.04.300 2016 Electrical Code adopted	<b>N/A</b>
15.04.350 "CEC Article 89" Electrical Code General Code Administrative Provisions Adopted	<b>B</b>
15.04.350 C "CEC Article 89.108.8" Appeals pertaining to the Electrical Code	<b>B</b>
15.04.400 2016 Energy Code adopted	<b>N/A</b>

<b>Municipal Code Section - California Building Standard Code Provision</b>	<b>Applicable Finding</b>
15.04.450 2016 Historical Building Code adopted	<b>N/A</b>
15.04.500 2016 Fire Code adopted	<b>B</b>
15.04.550 Green Building Standards Code adopted	<b>N/A</b>
15.04.600 "Section 65850.5 of the California Government Code" Expedited permitting - Electrical vehicle charging stations	<b>B</b>
15.04.700 2016 Existing Building Code adopted	<b>N/A</b>
15.04.740 2016 Existing Code Administrative Provisions Adopted	<b>B</b>
15.04.740 "EBC Section 1.8.8" Appeals pertaining to the Existing Building Code	<b>B</b>
15.04.800 Fees	<b>B</b>
15.04.840 Violation—Nuisance—Civil remedies available	<b>B</b>




**CITY of CALABASAS**

**CITY COUNCIL AGENDA REPORT**

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**DATE:** DECEMBER 29, 2016

**TO:** HONORABLE MAYOR AND COUNCILMEMBERS

**FROM:** MAUREEN TAMURI AIA, AICP  
COMMUNITY DEVELOPMENT DIRECTOR 

**SUBJECT:** ADOPTION OF RESOLUTION NO. 2017-1546 ESTABLISHING PUBLIC MEETINGS FOR LARGE DEVELOPMENT PROJECTS

**MEETING DATE:** FEBRUARY 22, 2017

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**SUMMARY RECOMMENDATION:**

That the City Council adopts Resolution No. 2017-1546 establishing Public Meetings for large development projects.

**BACKGROUND:**

At their meeting of January 11, 2017, the City Council reviewed draft guidelines and code for the creation of a requirement to conduct Public Meetings for large development projects. Subsequent to that meeting, staff met twice with the Task Force to further refine the guidelines based on comments received from the Public and Councilmembers. The attached document, if approved will become the basis of a code amendment which will be prepared for review by the Planning Commission and eventual consideration by the City Council.

**DISCUSSION/ANALYSIS:**

The Task Force has made the following revisions to the guidelines since Council review on January 11, 2017:

- 1) The term "Public Workshop" was changed to "Public Meeting" to dispel the concern that it misleads the public into an assumption that they have the opportunity to design a private development project from scratch. Nonetheless, the guidelines contain goals for a "charrette style" exchange at the first Public Meeting, and interactive public design opportunities at the second.
- 2) The Task Force added three additional categories which would trigger the Public Meeting requirement; General Plan Amendments, Zone Changes and Variances for additional height.
- 3) Notification to the community was strengthened by requiring a door to door postcard Public Meeting mailer to all residents and businesses residing in at least two sectors adjacent to the project site. Banner placement on the City's standard banner notification outposts will also be permitted on an "as available basis" for the first and second Public Meetings.

Staff also contacted San Mateo CA, Sarasota, FL and Venice, FL regarding their mandatory "workshops" for certain private development projects. They can be generally described as structured opportunities to discuss a proposal in a noticed public setting; there is no requirement for the applicant to adopt or act upon public input. A note of the City's discussions can be found as an attachment to this report.

**FISCAL IMPACT/SOURCE OF FUNDING:**

The costs of the workshops would be borne by the applicant. Staff time (Media, Planning and Public Works) to participate in developing and participating in the second meeting would only be partially covered by Council approved planning permit fees.

**REQUESTED ACTION:**

That the City Council adopts Resolution No. 2017-1546 establishing Public Meetings for large development projects.

**ATTACHMENTS:**

- A. Resolution 2017-1546
- B. Public Workshop Research Notes



**ITEM 8 ATTACHMENT A  
RESOLUTION NO. 2017-1546**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
CALABASAS, CALIFORNIA, ESTABLISHING PUBLIC  
MEETINGS FOR LARGE DEVELOPMENT PROJECTS.**

**WHEREAS**, on October 26, 2016, the City Council agenezed a discussion on workshops for larger projects, and established a task force to look at how such a requirement could be established for private development projects; and

**WHEREAS**, the Task Force worked with City Staff to prepare a draft set of guidelines and code for Council discussion and public comments on January 11, 2017; and

**WHEREAS**, the City Council finds that the creation of Public Meeting guidelines for large development projects is consistent with the goals, policies, and actions of the Council to maximize public participation and involvement in matters pertaining to Land Use and development; and

**WHEREAS**, public meeting Guidelines for large development Projects reflects the input of residents, stakeholders, and public officials, and aids implementation of the General Plan's visions for the community; and is adopted in the public interest and is otherwise consistent with federal and state law; and

**WHEREAS**, the City Council finds that the Land Use and Development Code Amendment will not be detrimental to the public interest, health, safety, convenience, or welfare of the City; and

**WHEREAS**, the proposed actions are in compliance with the provisions of the California Environmental Quality Act (CEQA) because the project is exempt from environmental review in accordance with Section 21084 of the California Environmental Quality Act (CEQA), and pursuant to Section 15061(B)(3) of the CEQA Guidelines;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CALABASAS AS FOLLOWS:**

SECTION 1. At their Council meeting of February 22, 2017, The City Council adopted Resolution No. 2017-1546;

2. Notice of the February 22, 2017 City Council public meeting was posted at Juan de Bautista Park, the Calabasas Tennis and Swim Center, the

Agoura Hills/Calabasas Community Center, Gelson's Market and at Calabasas City Hall.

SECTION 2. 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 22<sup>nd</sup> day of February, 2017.

\_\_\_\_\_  
Mary Sue Maurer, Mayor

ATTEST:

\_\_\_\_\_  
Maricela Hernandez, MMC  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Scott H. Howard, City Attorney

## ITEM 8 ATTACHMENT B

### **GUIDELINES FOR PUBLIC ENGAGEMENT:**

#### **PUBLIC MEETINGS**

If you are applying for a General Plan Amendment, Zone Change, Variance for Height or new or replacement commercial, medical, institutional, residential tract, non-public schools or multi-family project in the City of Calabasas, you will be required to hold two Public Meetings prior to public hearings on your application.

This requirement does not apply to Single Family Home Applications in any Residential District.

#### **Why do I need to hold Public Meetings?**

The Public Meeting offers an opportunity to listen to the ideas and concerns of residents and stakeholders both as you finalize your project design and during the formal application process. The public meetings may be a chance to improve your plan or make modifications that will make a big difference to your neighbors and the community's perceptions of your project.

#### **When do I hold the Public Meetings?**

The first public meeting should be held prior to submitting your application for planning permits to the City. The second Public Meeting should be held after the Development Review Committee (DRC) has met and you have received City comments, but prior to your application having been deemed complete.

Your Public Meetings shall be scheduled on a regular business day, Monday through Friday, and not on a Federal, State, City or religious holiday. The public meeting shall not start before 6 p.m. or after 7 p.m.

Both Public Meetings should be coordinated with Planning staff at the City.

#### **Where do I hold the Public Meetings?**

All public meetings must be located within city limits and preferably near the project site. The City has two facilities available for use for the first Public Meeting; Founders Hall located at 200 Civic Center Way, and the Community Center Located at 27040 Malibu Hills Road. The second Public Meeting will be held in either the Council Chambers or Founders Hall in the Civic Center, and broadcast live.

#### **Who do I notify about the first Public Meeting?**

The first Public Meeting should be noticed at least 21 days prior using the standard City Public Meetings format, and mailed to the following by the Applicant:

- a) All residents (owners of property and renters), and businesses within 1000 feet of the boundary lines of the site for which the land-use entitlement will be requested;

- b) To all Stakeholders identified as having a potential interest in the Project;
- c) To all residing in at least two of the closest City Sectors in which the project is located using USPS “Every Door Direct Mail” or other targeted mail service;

By delivery of a copy of the Public Meeting notice to the Planning Department, the City will assist in advertising the meeting in the City’s website, and will additionally send the notice by email to:

- d) The City’s Citywide Homeowners Associations (HOA) list;
- e) The City’s standard Media notification list;
- f) The City’s listing of individuals who have requested to be notified of Public Meetings.

Notice of the Public Meetings must be advertised in (preferably) the Acorn newspaper or other adjudicated newspaper of general circulation in the City at least 21 days prior to the workshops. A banner or sign announcing the workshop shall also be placed at the project site 21 days in advance of the first Public Meeting.

**What should I provide for review at the First Public Meeting?**

The first Public Meeting should be structured as an opportunity to exchange ideas with the community about development at that site. The format is ideally a “charrette”, with audience participation in design concepts and development features. Materials of benefit in that exchange may include:

- 1) A slide show presentation, with copies for the public;
- 2) Recent aerial photograph of the site and surrounding area;
- 3) The adopted Zoning Map and zoning designation of the subject property, along with a list of allowable uses;
- 4) The City adopted General Plan land use designation of the subject project, and any specific plan which identified desired uses or development at that location;
- 5) Any preliminary plans/concepts/sketches or image boards you have generated to illustrate an idea or concept for site use. If you have traffic, geotechnical or other specific information, it should be included as well.
- 6) An opportunity for the public to engage with the design team and other subject matter experts, using a ‘hands on” or “charrette” style interactive design process.
- 7) Your company profile or individual bio, past projects or other relevant development background.
- 8) Contact information for a designated representative.

**What do I do at the First Public Meeting?**

Review your conceptual plan, proposed layout (if available) and explain your proposal or development idea, and listen to what people have to say. After the presentation and questions, the project team

(proposer and design professionals) should be available at break out tables to facilitate an interactive design process with the public, and take additional questions and suggestions. You'll need to turn in a written summary of the meeting, so be sure to write some notes as you listen. You'll also need to keep a sign-in sheet of those attending the workshop. Please advise attendees that the sign-in sheet is a public document and that they are not required to provide their names to attend, but may wish to do so to ensure receipt of future notices about the project on your stakeholder list.

### **What do I do after the First Public Meeting?**

After the first Public Meeting, you may file your formal application with the City of Calabasas Planning Department. With your application, you must provide the following materials from the Public Meeting:

- 1) A copy of your Acorn or other newspaper ad,
- 2) A copy of mailing labels and listing of owners and renters of property, businesses and residents within 1000 feet of the boundary lines of the site;
- 3) A copy of the Stakeholders list you developed and used for notification of the Public Meeting.
- 4) A copy evidencing that notices were delivered through USPS "Every Door Direct Mail" or other targeted mail service to all residing in the City zone where the project is proposed;
- 5) A copy of the sign-in sheet from the meeting;
- 6) Copies of presentation materials from the meeting;
- 7) A written description/summary of the meeting. In addition to describing your presentation,, materials and format, it should also include a summary of your outreach efforts to identify key stakeholder groups, use of social media sites to solicit meeting interest; a summary of public comments, suggestions and concerns, and your response to how they were addressed in the current submittal.

Additionally, you will be required to provide evidence that you have established a webpage or social media page for the project, as well as contact information for a project representative.

### **What happens at the Second Public Meeting?**

The Second Public Meeting should be held after you have received formal comments from the City's Design Review Committee (DRC) on your proposal submittal, and prior to your application being deemed complete by a planner. It is an opportunity to inform the public about your proposal, and why you think it will contribute to the neighborhood and City.

At the second Public Meeting, you will need to present a slide show of your proposal, and then take detailed questions from the audience. Planning Staff will also be present to provide an overview of the various standards, such as those found in the General Plan, any relevant Specific Plan and the development code, which will be used in evaluating the proposal. After the presentation, there will be break out tables for both your Design/Engineering Team to further address additional public questions, and an provide an interactive design exchange to further refine your project proposal. City Staff will also

be at break away tables to take questions and comments from the audience. The meeting will be held in the Civic Center Complex and be televised.

**Who do I notify about the second Public Meeting?**

The second Public Meeting should be noticed at least 21 days prior using the standard City Public Meetings format, and mailed to the following by the Applicant:

- a) All residents (owners of property and renters), and businesses within 1000 feet of the boundary lines of the site for which the land-use entitlement will be requested;
- b) To all Stakeholders identified as having a potential interest in the Project;
- c) To all residing in at least two of the closest City Sectors in which the project is located using USPS “Every Door Direct Mail” or other targeted mail service;

By delivery of a copy of the Public Meeting notice to the Planning Department, the City will assist in advertising the meeting in the City’s website, and will additionally send the notice by email to:

- d) The City’s Citywide Homeowners Associations (HOA) list;
- e) The City’s standard Media notification list;
- f) The City’s listing of individuals who have requested to be notified of Public Meetings.

Notice of the Public Meetings must be advertised in (preferably) the Acorn newspaper or other adjudicated newspaper of general circulation in the City at least 21 days prior to the workshops. A banner or sign announcing the workshop shall also be placed at the project site 21 days in advance of the first Public Meeting. If available, banners announcing the meeting may also be placed at the City’s designated community messaging sites.

**What should I provide at the Second Public Meeting?**

The second Public Meeting offers an opportunity to inform the attendees about your updated plans for design at the site and how you see the project benefiting the community. It is also a forum to receive audience comments and suggestions in order to improve and refine your design. Materials of benefit in that exchange will consist of a slide show presentation which may include:

- 1) A site plan;
- 2) Floor plans, elevations and sections through the project;
- 3) Renderings or models;
- 4) A discussion of how the project addresses site and regional requirements, such as traffic, parking, resources, grading, or other environmental areas. and any planned mitigation measures;
- 5) How the project has addressed the goals or requirements of the General Plan, and any applicable Specific Plan or specialty zone or development standard, such as the Scenic Corridor;
- 6) A discussion of special conditions at the site, if appropriate.

After the presentation, the design team should also be present to engage in an interactive design discussion with the public. Often times, other impacts, such as traffic, noise, or grading may also be of concern to the community, so having your team of experts available to answer questions and take in ideas is desirable. The goal is to continue to solicit design ideas in order to refine the project plans before they are finalized and move to a public hearing phase.

### **What do I do after the Second Public Meeting?**

After the second workshop, you will be asked to provide staff:

- 1) A copy of your Acorn or other newspaper ad,
- 2) A copy of mailing labels and listing of owners and renters of property, businesses and residents within 1000 feet of the boundary lines of the site;
- 3) A copy of the Stakeholders list you developed and used for notification of the Public Meeting.
- 4) A copy evidencing that notices were delivered through USPS “Every Door Direct Mail” or other targeted mail service to all residing in the City zone where the project is proposed;
- 5) A copy of the sign-in sheet from the meeting;
- 6) Copies of presentation materials from the meeting;
- 7) A written description/summary of the meeting. In addition to describing your presentation,, materials and format, it should also include a summary of your outreach efforts to identify key stakeholder groups, use of social media sites to solicit meeting interest; a summary of public comments, suggestions and concerns, and your response to how they will be addressed in the current submittal.
- 8) Your updated webpage or social media page for the project, as well as contact information for a project representative.

### **Who do I contact if I have questions?**

Contact any Planning & Zoning staff member if you have additional questions regarding the first or second Public Meeting. After you have submitted an application, you will be assigned to a case planner who will assist you in structuring your second public meeting.

### **Helpful Terms:**

**Charrette:** A charrette is an interactive planning session where citizens, designers and others collaborate on a vision for development. It provides a forum for ideas and offers the unique advantage of giving immediate feedback to the designers.

**Residents:** Property owners and renters living in the City of Calabasas.

**Sectors:** Portions of the City identified by number in the City’s Sector Map.

**Stakeholders:** A person, group, business or organization that has potential interests or concerns

regarding the proposal. Stakeholders can include individuals, businesses or groups for whom the project may affect their economics, objectives, policies, interests or way of life.

Sample City Noticing Templates:

Acorn Newspaper

**PUBLIC NOTICE**

A public meeting will be held to discuss a re-zoning to Residential, Multi-Family (RM) on 10 acres located at 1234 Main Street.

The purpose of this Public Meeting is to inform neighboring Properties, businesses and interested community members of this proposal, seek their comments and respond to questions.

This is not a public hearing, and no decisions concerning the proposal will be made.

The Public Meeting will be held at 6pm Thursday May 6<sup>th</sup>, 2016

At Founders Hall, 200 Civic Center Way.

Contact person is Joe Smith (818) 999-9999

Email: [jsmith@abc.com](mailto:jsmith@abc.com)



Sample City Noticing Templates:

A 8 ½" by 5 ½" postcard mailer to neighboring properties and interested parties



CITY of CALABASAS

**A PUBLIC MEETING**

for a proposed rezoning of 10 acres located at  
1234 Main Street will be held:

DATE: Thursday, May 6, 2008

TIME: 6 pm to 9 pm

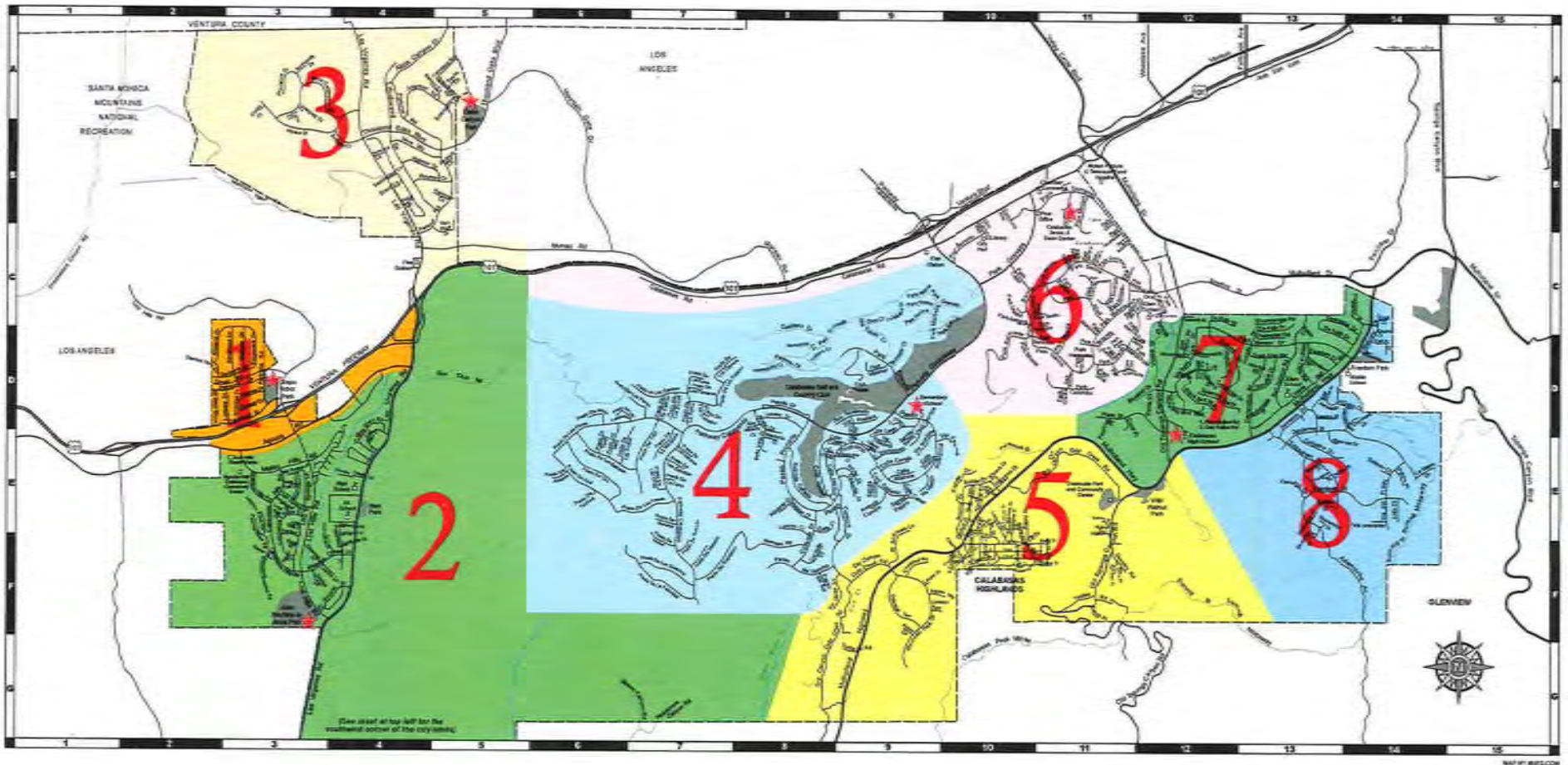
PLACE: Founders Hall, 100 Civic Center Way

CONTACT: Joe Smith (818)999-9999

The ABC Group will be holding a  
Public Meeting to discuss the proposed rezone of a  
10-acre HM parcel to Residential, Multi-Family(RM)  
zoning to allow for up to 80 condominium units.

The purpose of this Public Meeting is to inform  
neighboring properties, businesses and interested  
community members about the nature  
of the proposal and to seek your comments.  
This is not a public hearing, and no decisions  
concerning the proposal will be made.  
We look forward to seeing you there.

# City of Calabasas Sector Map






CITY of CALABASAS

CITY COUNCIL AGENDA REPORT

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**DATE:** FEBRUARY 13, 2017

**TO:** HONORABLE MAYOR AND COUNCILMEMBERS

**FROM:** ANDREW COHEN-CUTLER, ASSOCIATE PLANNER 

**SUBJECT:** CONSIDERATION OF A REQUEST FROM APPLICANT ALAN DABACH FOR A REFUND OF VARIANCE AND PUBLIC HEARING NOTIFICATION FEES IN THE AMOUNT OF \$1,615.28.

**MEETING DATE:** FEBRUARY 22, 2016

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**SUMMARY:**

That the City Council review and consider a fee refund request from applicant Alan Dabach for variance and public hearing notification fees he paid in the amount of \$1,615.28

**BACKGROUND:**

Mr. Dabach has requested that the City Council waive all fees associated with the Variance from the 50-foot ridgeline development standard. The subject permit was approved on May 14, 2015 for the relocation of an in-ground swimming pool and built-in barbecue in the rear yard of a property located on a mapped significant ridgeline. The fees Mr. Dabach paid regarding the Variance permit include the following:

- \$1,127.00 for the Variance processing;
- \$208.28 for the public hearing notification; and
- \$280.00 for document scanning and archiving fee

The total for all variance-related costs are \$1,615.28. On April 1, 2015 Mr. Dabach also paid \$146.00 for the Zoning Clearance, plus \$75.00 for the scanning

of Zoning Clearance documents, both of which would have been required with or without the Variance, and these fees are not subject to the refund request.

The project, including the Zoning Clearance and Variance from the 50-foot ridgeline development standard, was approved on May 14, 2015 and all work was completed on the project on August 26, 2015 (the date final Building and Safety inspection was approved). During that time period, Calabasas Municipal Code (CMC) Section 17.20.150 prohibited all development within 50 feet horizontally and/or vertically from a mapped significant ridgeline without first obtaining approval of a Variance to that ridgeline standard. Section 17.20.150.C.2 of the CMC was amended on October 26, 2016 via Ordinance 2016-340 to exempt projects of this nature from the ridgeline development standard.

Subsequently, the City Council adopted Ordinance 2016-341 adding a new Chapter 3.38 to the CMC governing requests for refunds of departmental fees. The relevant dates of this project fall outside of the 12 month refund request window set by that ordinance. Ordinance 2016-341, adopted on November 9, 2016, added CMC Section 3.38.010, which requires claims for a refund of permit application fees to be made "...within the earlier of (1) 12 months from the date of expiration of the permit/application or of any extensions granted by the Department or (2) 12 months from the date of any Department or Commission action". The final action on this permit was on August 26, 2015 when the project was inspected and given final approvals. This permit was approved on May 14, 2015. The twelve month window to apply for a refund claim set by CMC section 3.38.010 expired on May 14, 2016. Although the City Council adopted Ordinance 2016-341 after this window expired, nothing in the ordinance provided for a further refund claim period for projects such as this one that were approved or had final action more than one year before the Council adopted the ordinance. As such, CMC section 3.38.010 does not provide for a refund of the fees in this case.

However, the Council may still provide for a refund of some or all of the fees in this case, by directing staff to prepare then adopting an ordinance granting a refund in this case notwithstanding CMC section 3.38.010, if the Council concludes that granting a refund would be in the public interest.

**FISCAL IMPACT/SOURCE OF FUNDING:**

If the request is approved in full, there will be a \$1,615.28 expense incurred by the City. The payment will be made from account number: 10-412-5419-00, refunds.

**STAFF RECOMMENDATION:**

That the City Council review and consider the fee refund request by Mr. Alan Dabach.

**ATTACHMENTS:**

- A. Refund request letter from Alan Dabach
- B. Transaction Receipt for Permit No. PL1500903
- C. Transaction Receipt for Permit No. PL1501057
- D. Ordinance 2016-341
- E. Claim Form

# ITEM 9 Attachment A



CITY of CALABASAS

Community Development Department  
 Planning Division  
 100 Civic Center Way  
 Calabasas, CA 91302

Permit No : **PL1500903**  
 Permit Status : Expired  
 Plan Check Status :  
 Page 1 of 1  
 02/09/2017

## Transaction Receipt

<b>Project Number</b>	150000172	<b>Activity Type:</b>	Zoning Clearance
<b>Sub-Project Number</b>	150000327	<b>Entered By</b>	:Andrew Cohen-Cutler
<b>Base Address</b>	24844 EARLS CT	<b>Applied</b>	:04/01/2015
<b>Job Description</b>	Request for a Zoning Clearance to demo existing pool and relocate to other side of the yard	<b>Issued</b>	:05/14/2015
<b>Parcel Number</b>	2069040120	<b>To Expire</b>	:02/08/2017
<b>OWNER</b>	DABACH, ALAN AND DIANA TRS (818) 235-9300 24844 EARLS CT CALABASAS CA 91302		

### Fees

<u>Fee Description</u>	<u>Account</u>	<u>Units</u>	<u>Fee/Units</u>	<u>Amount</u>
Zoning Clearance Fee	10-000-4110-10			\$146.00
Scanning	10-000-4110-10			\$75.00

<u>Plan Check</u>		<u>Permit</u>		<u>Total</u>	
Fees:	\$0.00	Fees:	\$221.00	Fees:	\$221.00
Payments:	\$0.00	Payments:	\$221.00	Adjustments:	\$0.00
Balance Due:	\$0.00	Balance Due:	\$0.00	Payments:	\$221.00
				Extend Credit:	\$0.00
				Balance Due:	\$0.00

<u>Date</u>	<u>Transaction Type</u>	<u>Method</u>	<u>Check#</u>	<u>Paid By</u>	<u>Amount</u>
04/01/2015	Payment of Balance Due	creditcard	7004	DABACH, ALAN AND DIANA TRS	\$221.00

# ITEM 9 Attachment B



CITY of CALABASAS

Community Development Department  
 Planning Division  
 100 Civic Center Way  
 Calabasas, CA 91302

Permit No : **PL1501057**  
 Permit Status : Expired  
 Plan Check Status :  
 Page 1 of 1  
 02/09/2017

## Transaction Receipt

**Project Number** 150000172 **Activity Type:**Variance  
**Sub-Project Number** 150000390 **Entered By** :Andrew Cohen-Cutler  
**Base Address** 24844 EARLS CT **Applied** :04/14/2015  
**Job Description** Request for a variance to construct pool, fire pit and barbecue on mapped ridgeline **Issued** :05/14/2015  
**Parcel Number** 2069040120 **To Expire** :02/08/2017

**OWNER** DABACH, ALAN AND DIANA TRS (818) 235-9300  
 24844 EARLS CT CALABASAS CA 91302

### Fees

<u>Fee Description</u>	<u>Account</u>	<u>Units</u>	<u>Fee/Units</u>	<u>Amount</u>
Variance - Residential	10-000-4110-10			\$1,127.00
Public Hearing Notification Service	10-000-4110-10	88	\$0.58	\$208.28
Scanning	10-000-4110-10			\$280.00

<u>Plan Check</u>		<u>Permit</u>		<u>Total</u>	
Fees:	\$0.00	Fees:	\$1,615.28	Fees:	\$1,615.28
Payments:	\$0.00	Payments:	\$1,615.28	Adjustments:	\$0.00
Balance Due:	\$0.00	Balance Due:	\$0.00	Payments:	\$1,615.28
				Extend Credit:	\$0.00
				Balance Due:	\$0.00

<u>Date</u>	<u>Transaction Type</u>	<u>Method</u>	<u>Check#</u>	<u>Paid By</u>	<u>Amount</u>
04/14/2015	Payment of Balance Due	creditcard	7004	DABACH, ALAN AND DIANA TRS	\$1,615.28

# ITEM 9 Attachment C

**Andrew Cohen-Cutler**

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**From:** Alan Dabach <alandabach@gmail.com>  
**Sent:** Monday, January 16, 2017 9:08 PM  
**To:** Maureen Tamuri; Andrew Cohen-Cutler  
**Cc:** Diana Dabach  
**Subject:** 24844 Earls Court - Project #150000172&150000390  
**Attachments:** 24844\_Calabasas\_Variance\_4-14-15.pdf

Maureen and Andy:

This email is to address the issuance of the refund of all variances fees paid in conjunction with the removal and reconstruction of our pool located at 24844 Earls Court.

In brief summary, we applied for a demolition permit in conjunction with a new pool permit, as our prior pool had failed 3 separate times and the band aid type repairs never held very long, our only option was a new pool.

Upon submission of the application for permits we were never advised of any ridge line ordinances, in fact we were told that the permit process should take no more than two weeks to be issued once all requirements for the permit had been met.

Only after submission were we advised of the requirement of a variance and public hearing. Along with the newly advised requirements we were then required to pay an additional \$1615.28 for all variance related matter of the ridgeline ordinance that existed at the time.

At our City Council hearing, we remember the Council Members all agreed that the refund of all variance fees should be issued as this was a non-issue for our project and unfortunately a broad over scope of the ridgeline with regards to our specific project and no exemptions had existed at the time. We believe that since our case and many others that had similar situations an exemption project list has been created.

We ask that the City of Calabasas refund us all the costs associated with the variance for the ridgeline, from what our files show that is \$1615.28 (attached to email), but please review your file and confirm the amount.



We look forward to your continued assistance with this matter and look forward to hearing from you in a timely manner and an issuance of a refund.

Sincerely,

Alan and Diana Dabach

# ITEM 9 Attachment D

## ORDINANCE NO. 2016-341

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CALABASAS, CALIFORNIA, ADDING CHAPTER 3.38 – REFUND OF DEPARTMENT FEES TO TITLE 3, REVENUE AND FINANCE OF THE CALABASAS MUNICIPAL CODE.**

**THE CITY COUNCIL OF THE CITY OF CALABASAS, CALIFORNIA, DOES HEREBY ORDAIN AS FOLLOWS:**

**SECTION 1.** Chapter 3.38 is hereby added to the Calabasas Municipal Code to read as follows:

### **CHAPTER 3.38 – REFUND OF DEPARTMENT FEES.**

#### **3.38.010 CLAIM FOR A REFUND.**

No claim for a refund of Department fees shall be allowed in whole or in part unless filed with the City Clerk within the earlier of (1) 12 months from the date of expiration of the permit/application or of any extensions granted by the Department or (2) 12 months from the date of any Department or Commission action.

#### **3.38.020 REFUNDS OF LICENSE PERMIT OR APPLICATION FEES.**

a) The head of a department in which there is collected or received for and on behalf of the City any fee, permit fee or application fee may, upon written application of the person who paid such fee, refund all or part of such payment as herein provided, and if such department head is satisfied, upon such proof as may be presented to or required by him/her, that any of the following conditions exist:

1. Where a refund is specifically authorized by the provision of law requiring payment of the license, permit or application fee.
2. Where the money is paid to secure a registration certificate, license or permit not required by law.
3. Where the amount paid was in excess of the amount required by law.
4. Where the money paid was not required by law.
5. Where the applicant for any registration certificate, license or permit has not, at any time after the commencement of the period or term during which the requested certificate, license or permit would have been effective, commenced or engaged in the business or occupation, or performed any act, for which the certificate, license or permit was required; or where a person has filed an application or appeal and subsequently has withdrawn said application or appeal; provided, however, that the City has not made any physical inspection or examination of real property, held or conducted any hearing, performed any

tests, or done any similar work, whether required or contemplated by law or not, as a result of the filing or issuance of any of the foregoing, which actions result in City costs and expenses less than or equal to five hundred dollars (\$500.00); and, provided further, that the certificate, license, or permit, if the same has in fact been issued, must be surrendered for cancellation and a written request for such cancellation must be filed with the department of the City issuing the same on or before the date of refund. In case of refunds made under this subsection, the actual City costs and expenses shall be deducted and retained by the City, to a maximum of twenty percent (20%) of the amount paid, to cover clerical and other overhead costs and expenses incurred in processing the refund transaction.

b) Any requests for refunds where any registration certificate, license or permit has resulted in the City conducting a physical inspection or examination of real property, or where the City has held or conducted any hearing, performed any tests, or done any similar work, whether required or contemplated by law or not, as a result of the filing or issuance of any of the foregoing which actions result in City costs and expenses exceeding five hundred dollars (\$500.00), shall require City Council approval, upon such proof as may be presented to or required by the City Council, that any of the following conditions exist:

1. Where a refund is specifically authorized by the provision of law requiring payment of the license, permit or application fee.
2. Where the money is paid to secure a registration certificate, license or permit not required by law.
3. Where the amount paid was in excess of the amount required by law.
4. Where the money paid was not required by law.
5. Where the applicant for any registration certificate, license or permit has not, at any time after the commencement of the period or term during which the requested certificate, license or permit would have been effective, commenced or engaged in the business or occupation, or performed any act, for which the certificate, license or permit was required; or where a person has filed an application or appeal and subsequently has withdrawn said application or appeal; and, provided further, that the certificate, license, or permit, if the same has in fact been issued, must be surrendered for cancellation and a written request for such cancellation must be filed with the department of the City issuing the same on or before the date of refund. In case of refunds made under this subsection, the actual City costs and expenses shall be deducted and retained by the City, to a maximum of twenty percent (20%) of the amount paid, to cover clerical and other overhead costs and expenses incurred in processing the refund transaction.

### **3.38.030 CONTENTS OF CLAIM FOR A REFUND.**

a) A claim for a refund form shall be filed with the City Clerk and shall contain the following information in addition to the information given by the claimant thereon or reasonably required by the City Clerk therefor:

- 1) The name, address, and telephone number of the claimant.
- 2) The type of action requested.
- 3) The date fees were paid.
- 4) Receipt/Permit/Reference Number.
- 5) The grounds for the refund request.

### **3.38.040 PROCEDURE AFTER FILING.**

a) Upon receipt of the claim for a refund, the City Clerk shall notify the concerned City officials, bodies or departments that a claim for a refund has been filed and shall transmit a copy of the claim form to such officials, bodies or departments.

b) When City Council approval is required, the City Clerk shall prepare the necessary reports for the City Council, and place the claim for a refund on the agenda for hearing before the City Council within thirty (30) days of receipt of the said claim, and notify the applicant in writing of the time, date and place of the hearing not less than five (5) days before the Council hearing.

### **3.38.050 HEARING BEFORE COUNCIL.**

The Council shall hold a hearing at the time set therefor. The Council may summon witnesses and hear evidence relating to such request, but the rules of evidence shall not apply. The Council may continue the hearing from time to time. At the conclusion thereof, the Council shall grant or deny such claim or make such modifications of the decision or action from with reference thereto as it may deem fit. The action of the Council shall be immediately final and conclusive, and no claimant shall file another claim for the same purpose after the date of such action.

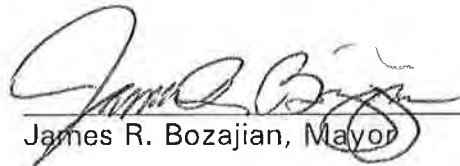
**SECTION 2. SEVERABILITY.** If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance, or its application to any person or circumstance, is for any reason held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases of this Ordinance, or its application to any other person or circumstance.

The City Council of the City of Calabasas hereby declares that it would have adopted each section, subsection, subdivision, paragraph, sentence, clause or phrase hereof, irrespective of the fact that any one or more other sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases hereof be declared invalid or unenforceable.

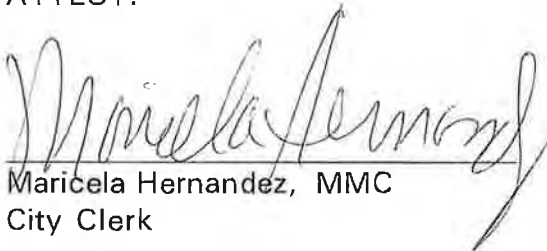
**SECTION 3. EFFECTIVE DATE.** This Ordinance shall take effect 30 days after its passage and adoption pursuant to California Government Code Section 36937 and shall supersede any conflicting provision of any City of Calabasas ordinance.

**SECTION 4. CERTIFICATION.** The City Clerk shall certify to the passage and adoption of this ordinance and shall cause the same to be published or posted according to law.

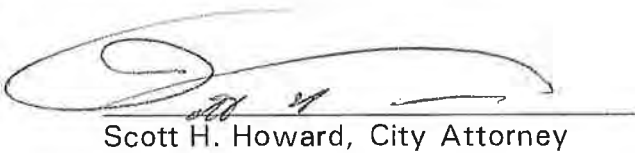
**PASSED, APPROVED AND ADOPTED** this 9<sup>th</sup> day of November, 2016.

  
James R. Bozajian, Mayor

ATTEST:

  
Maricela Hernandez, MMC  
City Clerk

APPROVED AS TO FORM:

  
Scott H. Howard, City Attorney

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

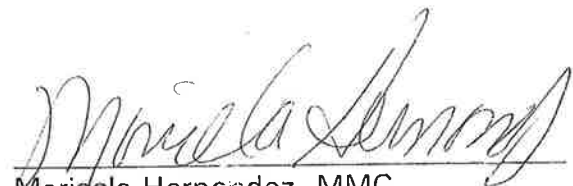
I, **MARICELA HERNANDEZ, MMC**, City Clerk of the City of Calabasas, California, **DO HEREBY CERTIFY** that the foregoing ordinance, being **Ordinance No. 2016-341** was duly introduced and approved by the City Council of the City of Calabasas at a regular meeting held on the 26<sup>th</sup> day of October, 2016 and adopted and passed by said Council at a regular meeting held on the 9<sup>th</sup> day of November, 2016 by the following vote:

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

NOES: None.

ABSTAIN: None.

ABSENT: None.



Maricela Hernandez, MMC  
City Clerk  
City of Calabasas, California



CITY of CALABASAS

RESERVE FOR FILING STAMP:

RECEIVED

2017 JAN 18 AM 9 52

CITY OF CALABASAS  
CITY CLERK

First Name of Claimant (Last)	(First)
DABACH	, ALAN & DIANA
Mailing Address (Street)	(City) (State/Zip)
24844 EARLS COURT	CALABASAS CA 91302
(Area Code) (Phone Number)	
818-235-9300	

REFUND INFORMATION

JOB LOCATION: 24844 EARLS COURT

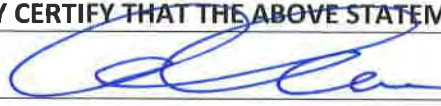
Amount Claimed \$ 1615.28 Date Fees Paid: 4/14/15

RECEIPT # PERMIT # / REFERENCE # PL1501057

STATE REASON FOR REQUESTING A REFUND -- (Details): SEE ATTACHED LETTER OF EXPLANATION.

NOTE: A Claimant may be required to submit to examination under oath. Presentation of a false claim is a felony. (California Penal Code Section 72.) PLEASE ALSO NOTE THAT THE CITY WILL RETAIN 20% OF THE REFUND AMOUNT TO COVER CLERICAL AND OTHER OVERHEAD COSTS AND EXPENSES INCURRED IN PROCESSING THE REFUND TRANSACTION.

I HEREBY CERTIFY THAT THE ABOVE STATEMENTS ARE TRUE.

	<u>1/17/17</u>
SIGNATURE AND TITLE OF CLAIMANT	DATE

FOR DEPARTMENT OF CITY CLERK USE ONLY

AMOUNT APPROVED FOR REFUND \$ \_\_\_\_\_

REMARKS: \_\_\_\_\_

Audited by:	Date:
Approved by:	Date:




**CITY of CALABASAS**  
**CITY COUNCIL AGENDA REPORT**

---

**DATE: FEBRUARY 15, 2017**

**TO: HONORABLE MAYOR AND COUNCILMEMBERS**

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

**SUBJECT: UPDATE TO COUNCIL AND DISCUSSION ON THE RECENT CONSTRUCTION AT 3121 OLD TOPANGA CANYON ROAD**

**MEETING**

**DATE: FEBRUARY 22, 2017**

---

**SUMMARY RECOMMENDATION:**

This is an informational item only.

**BACKGROUND:**

The project located at 3121 Old Topanga Canyon Road is a 7,470 sq. ft. single-family residence with an attached 661 sq. ft. garage and 1,691 sq. ft. basement with the construction of a water system with fire flow requirements to the satisfaction of LVMWD (Las Virgenes Municipal Water District) and the County of Los Angeles Fire Department. LVMWD approved the civil plans for the potable water distribution system on April 2016.

The project was brought forth and approved by the City Council at the August 15, 2015 City Council meeting. The final design was submitted in January 2016 and approved for a grading permit in March 2016. The grading permit was issued on May 31, 2016.



An Encroachment permit for installation of 500 lineal feet of 10" potable water main for traffic control, underground utilities and use of public right-of-way was issued to Geo Con Enviro Serv Group on August 8, 2016.

The new waterline and hydrant work was identified and part of the approvals for the project. The City does not issue permits for the waterline and hydrant. LVMWD reviews the plans, issues conditions and monitors the work. The LACFD (Los Angeles County Fire Department) is the additional approval agency.

**FISCAL IMPACT/SOURCE OF FUNDING:**

There is no fiscal impact.

**REQUESTED ACTION:**

This is an informational item only.

**ATTACHMENTS:**

None



# Check Register Report

Bank: BANK OF AMERICA - OPERATING  
 Reporting Period: 02/01/2017 to 02/07/2017

Date: 2/7/2017  
 Time: 6:04:04PM  
 Page 1 of 9

Check No.	Check Date	Vendor Name	Check Description	Amount	Department
<b>Boards and Commissions</b>					
97697	2/1/2017	WASHBURN/DENNIS//	PC MEETINGS 7/7/16-12/15/16	450.00	Boards and Commissions
97663	2/1/2017	FASSBERG/WENDY//	PC MEETINGS 7/7/16-12/15/16	450.00	Boards and Commissions
97687	2/1/2017	SIKAND/MARK//	PC MEETINGS 7/7/16-12/15/16	350.00	Boards and Commissions
97667	2/1/2017	KRAUT/PETER//	PC MEETINGS 7/7/16-12/15/16	350.00	Boards and Commissions
97685	2/1/2017	ROSEMAN/STEVEN ALAN//	PC MEETINGS 7/7/16-12/15/16	300.00	Boards and Commissions
97677	2/1/2017	MUELLER/JOHN//	PC MEETINGS 7/7/16-12/15/16	250.00	Boards and Commissions
<b>Total Amount for 6 Line Item(s) from Boards and Commissions</b>				<b>\$2,150.00</b>	
<b>City Clerk</b>					
97737	2/7/2017	MUNICIPAL CODE CORPORATION	MUNICIPAL CODE SUPPLEMENTS	2,377.02	City Clerk
97758	2/7/2017	VALLEY NEWS GROUP	LEGAL ADVERTISING	90.00	City Clerk
<b>Total Amount for 2 Line Item(s) from City Clerk</b>				<b>\$2,467.02</b>	
<b>City Council</b>					
97655	2/1/2017	CALABASAS CHAMBER OF COMMERCE	INSTALLATION GALA	500.00	City Council
97653	2/1/2017	BOZAJIAN/JAMES R.//	REIMB OFFICE SUPPLIES	321.39	City Council
97654	2/1/2017	CALABASAS CHAMBER OF COMMERCE	MEMBER DUES - A. WEINTRAUB	165.00	City Council
<b>Total Amount for 3 Line Item(s) from City Council</b>				<b>\$986.39</b>	
<b>Civic Center O&amp;M</b>					
97701	2/3/2017	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	3,798.66	Civic Center O&M
97701	2/3/2017	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	3,071.26	Civic Center O&M
97722	2/7/2017	HAYNES BUILDING SERVICES, LLC	JANITORIAL SERVICES	2,690.50	Civic Center O&M
97722	2/7/2017	HAYNES BUILDING SERVICES, LLC	JANITORIAL SERVICES	1,768.41	Civic Center O&M
97646	2/1/2017	AMTECH ELEVATOR SERVICES	ELEVATOR SERVICES	685.14	Civic Center O&M
97646	2/1/2017	AMTECH ELEVATOR SERVICES	ELEVATOR SERVICES	685.14	Civic Center O&M
97688	2/1/2017	SOUTHERN CALIFORNIA GAS CO	GAS SERVICE	657.96	Civic Center O&M
97712	2/7/2017	CIRCULATING AIR, INC.	HVAC MAINTENANCE	558.50	Civic Center O&M
97712	2/7/2017	CIRCULATING AIR, INC.	HVAC MAINTENANCE	558.50	Civic Center O&M
97688	2/1/2017	SOUTHERN CALIFORNIA GAS CO	GAS SERVICE	531.97	Civic Center O&M
97670	2/1/2017	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	510.93	Civic Center O&M
97716	2/7/2017	EMERALD COAST PLANTSCAPES, INC	PLANT MAINTENANCE- CITY HALL	500.00	Civic Center O&M
97673	2/1/2017	MAJESTIC FIRE INC.	FIRE SPRINKLER SERVICE	495.00	Civic Center O&M





# Check Register Report

Bank: BANK OF AMERICA - OPERATING  
 Reporting Period: 02/01/2017 to 02/07/2017

Date: 2/7/2017  
 Time: 6:04:04PM  
 Page 2 of 9

Check No.	Check Date	Vendor Name	Check Description	Amount	Department
97673	2/1/2017	MAJESTIC FIRE INC.	FIRE SPRINKLER SERVICE	495.00	Civic Center O&M
97670	2/1/2017	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	413.09	Civic Center O&M
97699	2/1/2017	WAXIE SANITARY SUPPLY	JANITORIAL SERVICES	375.19	Civic Center O&M
97716	2/7/2017	EMERALD COAST PLANTSCAPES, INC	PLANT MAINTENANCE- LIBRARY	250.00	Civic Center O&M
97751	2/7/2017	SECURAL SECURITY CORP	SECURITY- LIBRARY	170.40	Civic Center O&M
97751	2/7/2017	SECURAL SECURITY CORP	SECURITY- LIBRARY	170.40	Civic Center O&M
97751	2/7/2017	SECURAL SECURITY CORP	SECURITY- LIBRARY	170.40	Civic Center O&M
97751	2/7/2017	SECURAL SECURITY CORP	SECURITY- LIBRARY	170.40	Civic Center O&M
<b>Total Amount for 21 Line Item(s) from Civic Center O&amp;M</b>				<b>\$18,726.85</b>	

## Community Development

97715	2/7/2017	EDGESOFT, INC.	SOFTWARE MAINTENANCE	4,000.00	Community Development
97696	2/1/2017	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	426.35	Community Development
97694	2/1/2017	VALLEY NEWS GROUP	LEGAL ADVERTISING	135.00	Community Development
97660	2/1/2017	CYBERCOPY	COPY/PRINTING SERVICE	97.15	Community Development
97660	2/1/2017	CYBERCOPY	COPY/PRINTING SERVICE	84.83	Community Development
97660	2/1/2017	CYBERCOPY	COPY/PRINTING SERVICE	66.61	Community Development
97660	2/1/2017	CYBERCOPY	COPY/PRINTING SERVICE	43.77	Community Development
97660	2/1/2017	CYBERCOPY	COPY/PRINTING SERVICE	23.11	Community Development
<b>Total Amount for 8 Line Item(s) from Community Development</b>				<b>\$4,876.82</b>	

## Community Services

97760	2/7/2017	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- SCHL	3,158.66	Community Services
97662	2/1/2017	ENGEL/ELLIOT//	SAVVY SENIOR PROGRAM	1,300.00	Community Services
97722	2/7/2017	HAYNES BUILDING SERVICES, LLC	JANITORIAL SERVICES	1,258.23	Community Services
97701	2/3/2017	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	1,212.34	Community Services
97701	2/3/2017	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	1,067.21	Community Services
97695	2/1/2017	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- SCHL	703.21	Community Services
97732	2/7/2017	MEKJIAN/HENRY//	BASKETBALL OFFICIAL	600.00	Community Services
97735	2/7/2017	MONTGOMERY/MICHAEL//	BASKETBALL OFFICIAL	480.00	Community Services
97728	2/7/2017	KOPSTEIN/STEVE//	BASKETBALL OFFICIAL	390.00	Community Services
97709	2/7/2017	BILCHIK/DANIEL//	BASKETBALL OFFICIAL	300.00	Community Services
97733	2/7/2017	MERRILL/DEAN//	BASKETBALL OFFICIAL	240.00	Community Services
97756	2/7/2017	TAKSEN/HOWARD//	BASKETBALL OFFICIAL	240.00	Community Services
97690	2/1/2017	STILLMAN/LAURIE//	RECREATION INSTRUCTOR	213.50	Community Services



# Check Register Report

Bank: BANK OF AMERICA - OPERATING  
 Reporting Period: 02/01/2017 to 02/07/2017

Date: 2/7/2017  
 Time: 6:04:04PM  
 Page 3 of 9

Check No.	Check Date	Vendor Name	Check Description	Amount	Department
97688	2/1/2017	SOUTHERN CALIFORNIA GAS CO	GAS SERVICE	209.98	Community Services
97705	2/7/2017	ALLEN/HARVEY//	BASKETBALL OFFICIAL	200.00	Community Services
97726	2/7/2017	KELLER/MICHAEL//	BASKETBALL OFFICIAL	187.00	Community Services
97718	2/7/2017	FISHMAN/MICHAEL//	BASKETBALL OFFICIAL	180.00	Community Services
97739	2/7/2017	PORTARO/SAL//	BASKETBALL OFFICIAL	180.00	Community Services
97745	2/7/2017	RICCIO/JOE//	BASKETBALL OFFICIAL	180.00	Community Services
97751	2/7/2017	SECURAL SECURITY CORP	SECURITY- FOUNDERS HALL	178.92	Community Services
97688	2/1/2017	SOUTHERN CALIFORNIA GAS CO	GAS SERVICE	168.46	Community Services
97670	2/1/2017	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	163.06	Community Services
97729	2/7/2017	LIPTON/JEREMY//	BASKETBALL OFFICIAL	150.00	Community Services
97746	2/7/2017	RICHARD/MARK//	BASKETBALL OFFICIAL	150.00	Community Services
97695	2/1/2017	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- SCHL	133.48	Community Services
97757	2/7/2017	TEMPLE/BRET//	BASKETBALL OFFICIAL	120.00	Community Services
97748	2/7/2017	ROTH/ALEX//	BASKETBALL OFFICIAL	120.00	Community Services
97703	2/7/2017	ALAN-LEE/CRAIG//	BASKETBALL OFFICIAL	120.00	Community Services
97686	2/1/2017	SECURAL SECURITY CORP	SECURITY- FOUNDERS HALL	113.60	Community Services
97740	2/7/2017	PURE HEALTH SOLUTIONS, INC.	WATER SERVICE	113.53	Community Services
97702	2/7/2017	ACCURATE FIRST AID SERVICES	FIRST AID SUPPLIES	109.37	Community Services
97672	2/1/2017	LUGO/SHARLENE//	RECREATION INSTRUCTOR	104.00	Community Services
97751	2/7/2017	SECURAL SECURITY CORP	SECURITY- SENIOR CTR	100.00	Community Services
97751	2/7/2017	SECURAL SECURITY CORP	SECURITY- SENIOR CTR	100.00	Community Services
97706	2/7/2017	AT&T	TELEPHONE SERVICE	90.94	Community Services
97754	2/7/2017	STEAMAN/LANCE//	BASKETBALL OFFICIAL	90.00	Community Services
97755	2/7/2017	SUMILANG/MICHAEL//	BASKETBALL OFFICIAL	90.00	Community Services
97719	2/7/2017	FRIEDMAN/JORDAN//	BASKETBALL OFFICIAL	90.00	Community Services
97644	2/1/2017	A RENTAL CONNECTION	EQUIPMENT RENTAL - SENIOR	74.31	Community Services
97658	2/1/2017	CAYNE/STACIE//	RECREATION INSTRUCTOR	73.50	Community Services
97647	2/1/2017	ANAYA/FELIPE//	REIMB MILEAGE - NOV-DEC 16	69.98	Community Services
97725	2/7/2017	ISRAEL/BOB//	BASKETBALL OFFICIAL	60.00	Community Services
97743	2/7/2017	RAMIREZ/MICHAEL//	BASKETBALL OFFICIAL	60.00	Community Services
97713	2/7/2017	DALEY/MIKE//	BASKETBALL OFFICIAL	60.00	Community Services
97717	2/7/2017	FILICE/LANA//	REIMB MILEAGE - JAN 2017	56.18	Community Services
<b>Total Amount for 45 Line Item(s) from Community Services</b>				<b>\$15,059.46</b>	

**Finance**

97645	2/1/2017	ADP, INC	PAYROLL PROCESSING	3,673.36	Finance
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97696	2/1/2017	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	61.12	Finance
97678	2/1/2017	MUNISERVICES, LLC	SALES TAX COLLECTION FEE	19.00	Finance
<b>Total Amount for 3 Line Item(s) from Finance</b>				<b>\$3,753.48</b>	
<b><u>Klubhouse Preschool</u></b>					
97740	2/7/2017	PURE HEALTH SOLUTIONS, INC.	WATER SERVICE	264.92	Klubhouse Preschool
97702	2/7/2017	ACCURATE FIRST AID SERVICES	FIRST AID SUPPLIES	255.21	Klubhouse Preschool
97747	2/7/2017	ROSATI FARMS	MILK/YOGURT DELIVERY	254.40	Klubhouse Preschool
97761	2/7/2017	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	123.80	Klubhouse Preschool
<b>Total Amount for 4 Line Item(s) from Klubhouse Preschool</b>				<b>\$898.33</b>	
<b><u>Library</u></b>					
97652	2/1/2017	BIBLIOTHECA, LLC	ANNUAL MAINTENANCE	3,000.00	Library
97652	2/1/2017	BIBLIOTHECA, LLC	E-BOOKS	2,894.66	Library
97650	2/1/2017	BAKER & TAYLOR	BOOKS-LIBRARY	1,271.91	Library
97720	2/7/2017	GALE CENGAGE LEARNING	E-BOOKS	1,038.62	Library
97680	2/1/2017	OCLC, INC.	MEMBERSHIP DUES- JAN 2017	682.60	Library
97666	2/1/2017	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	436.89	Library
97676	2/1/2017	MIDWEST TAPE	DVD'S-LIBRARY	371.06	Library
97656	2/1/2017	CANON FINANCIAL SERVICES INC	CANON COPIER LEASES	299.76	Library
97696	2/1/2017	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	294.10	Library
97693	2/1/2017	TIME WARNER CABLE	CABLE MODEM- LIBRARY	290.00	Library
97650	2/1/2017	BAKER & TAYLOR	BOOKS-LIBRARY	230.04	Library
97696	2/1/2017	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	183.45	Library
97666	2/1/2017	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	180.98	Library
97763	2/7/2017	WENGER/DEANNE//	YOGA INSTRUCTOR- LIBRARY	180.00	Library
97648	2/1/2017	AT&T	TELEPHONE SERVICE	179.85	Library
97664	2/1/2017	GALE CENGAGE LEARNING	E-BOOKS	149.60	Library
97684	2/1/2017	RECORDED BOOKS, LLC	BOOKS ON CD	148.18	Library
97744	2/7/2017	RECORDED BOOKS, LLC	E- AUDIO BOOKS	128.00	Library
97724	2/7/2017	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	126.92	Library
97684	2/1/2017	RECORDED BOOKS, LLC	BOOKS ON CD	120.72	Library
97676	2/1/2017	MIDWEST TAPE	DVD'S-LIBRARY	109.15	Library
97676	2/1/2017	MIDWEST TAPE	DVD'S-LIBRARY	90.93	Library
97666	2/1/2017	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	81.29	Library



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97684	2/1/2017	RECORDED BOOKS, LLC	E- AUDIO BOOKS	73.60	Library
97744	2/7/2017	RECORDED BOOKS, LLC	E- AUDIO BOOKS	73.60	Library
97684	2/1/2017	RECORDED BOOKS, LLC	BOOKS ON CD	73.25	Library
97744	2/7/2017	RECORDED BOOKS, LLC	E- AUDIO BOOKS	56.90	Library
97744	2/7/2017	RECORDED BOOKS, LLC	E- AUDIO BOOKS	56.00	Library
97684	2/1/2017	RECORDED BOOKS, LLC	E- AUDIO BOOKS	54.99	Library
97744	2/7/2017	RECORDED BOOKS, LLC	BOOKS ON CD	45.24	Library
97744	2/7/2017	RECORDED BOOKS, LLC	BOOKS ON CD	41.06	Library
97657	2/1/2017	CANON SOLUTIONS AMERICA, INC	COPIER SVC PROGRAM- FTG80700	38.10	Library
97708	2/7/2017	BAKER & TAYLOR	BOOKS-LIBRARY	35.73	Library
97666	2/1/2017	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	29.83	Library
97676	2/1/2017	MIDWEST TAPE	DVD'S-LIBRARY	29.73	Library
97676	2/1/2017	MIDWEST TAPE	DVD'S-LIBRARY	28.65	Library
97734	2/7/2017	MIDWEST TAPE	DVD'S-LIBRARY	26.47	Library
97744	2/7/2017	RECORDED BOOKS, LLC	E- AUDIO BOOKS	25.06	Library
97724	2/7/2017	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	21.30	Library
97651	2/1/2017	BASCH SUBSCRIPTIONS INC	MAGAZINE SUBSCRIPTION	15.00	Library
97650	2/1/2017	BAKER & TAYLOR	BOOKS-LIBRARY	13.02	Library
97744	2/7/2017	RECORDED BOOKS, LLC	E- AUDIO BOOKS	12.53	Library
97708	2/7/2017	BAKER & TAYLOR	BOOKS-LIBRARY	9.83	Library
97696	2/1/2017	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	6.76	Library
97684	2/1/2017	RECORDED BOOKS, LLC	E- AUDIO BOOKS	-194.07	Library
<b>Total Amount for 45 Line Item(s) from Library</b>				<b>\$13,061.29</b>	

**LMD #22**

97760	2/7/2017	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	6,640.00	LMD #22
97682	2/1/2017	PACIFIC COAST FALCONRY INC.	BIRD CONTROL SERVICES	5,000.00	LMD #22
97760	2/7/2017	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	1,955.46	LMD #22
97701	2/3/2017	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	553.05	LMD #22
97701	2/3/2017	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	333.35	LMD #22
97701	2/3/2017	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	246.24	LMD #22
97701	2/3/2017	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	232.06	LMD #22
97649	2/1/2017	AZTECA LANDSCAPE	LANDSCAPE MAINTENANCE	193.25	LMD #22
97701	2/3/2017	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	85.39	LMD #22
97701	2/3/2017	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	74.08	LMD #22
97701	2/3/2017	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	49.32	LMD #22



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<b>Total Amount for 11 Line Item(s) from LMD #22</b>				<b>\$15,362.20</b>	
<b><u>LMD #24</u></b>					
97759	2/7/2017	VANDERGEEST LANDSCAPE CARE INC	LANDSCAPE MAINTENANCE	2,984.00	LMD #24
97759	2/7/2017	VANDERGEEST LANDSCAPE CARE INC	LANDSCAPE MAINTENANCE	525.00	LMD #24
97701	2/3/2017	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	409.29	LMD #24
<b>Total Amount for 3 Line Item(s) from LMD #24</b>				<b>\$3,918.29</b>	
<b><u>LMD #27</u></b>					
97759	2/7/2017	VANDERGEEST LANDSCAPE CARE INC	LANDSCAPE MAINTENANCE	4,250.00	LMD #27
97670	2/1/2017	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	245.95	LMD #27
97701	2/3/2017	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	26.57	LMD #27
<b>Total Amount for 3 Line Item(s) from LMD #27</b>				<b>\$4,522.52</b>	
<b><u>LMD 22 - Common Benefit Area</u></b>					
97674	2/1/2017	MARINE BIOCHEMISTS OF CA INC	LAKE MAINTENANCE	11,730.00	LMD 22 - Common Benefit Area
97701	2/3/2017	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	1,791.54	LMD 22 - Common Benefit Area
97701	2/3/2017	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	465.92	LMD 22 - Common Benefit Area
97701	2/3/2017	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	384.48	LMD 22 - Common Benefit Area
<b>Total Amount for 4 Line Item(s) from LMD 22 - Common Benefit Area</b>				<b>\$14,371.94</b>	
<b><u>Media Operations</u></b>					
97738	2/7/2017	NICKERSON/LAURA//	CTV HOST SERVICES	1,500.00	Media Operations
97706	2/7/2017	AT&T	TELEPHONE SERVICE	1,067.23	Media Operations
97692	2/1/2017	TELECOM LAW FIRM, P.C.	TELECOMM CONSULT SVCS	882.82	Media Operations
97721	2/7/2017	GRANICUS INC.	WEB ARCHIVING SERVICE	750.00	Media Operations
97727	2/7/2017	KEY INFORMATION SYSTEMS, INC.	T-1 LINE MONTHLY FEE	578.77	Media Operations
97753	2/7/2017	SOLID WASTE SOLUTIONS, INC	FILM PERMITS/SERVICES	570.00	Media Operations
97731	2/7/2017	MEGAPATH CLOUD COMPANY	DSL SERVICE	450.40	Media Operations
97761	2/7/2017	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	58.18	Media Operations
97761	2/7/2017	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	14.09	Media Operations



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<b>Total Amount for 9 Line Item(s) from Media Operations</b>				<b>\$5,871.49</b>	
<b><u>Non-Departmental</u></b>					
97657	2/1/2017	CANON SOLUTIONS AMERICA, INC	COPIER SVC PROGRAM- GPQ10817	578.97	Non-Departmental
97683	2/1/2017	READYREFRESH BY NESTLE	WATER SERVICE	196.58	Non-Departmental
<b>Total Amount for 2 Line Item(s) from Non-Departmental</b>				<b>\$775.55</b>	
<b><u>Police / Fire / Safety</u></b>					
97668	2/1/2017	L.A. CO. DEPT. OF ANIMAL CARE	ANIMAL HOUSING SVCS- DEC 2016	2,091.52	Police / Fire / Safety
97669	2/1/2017	L.A. CO. SHERIFF'S DEPT.	SHERIFF SVCS- THE OAKS	1,414.07	Police / Fire / Safety
97669	2/1/2017	L.A. CO. SHERIFF'S DEPT.	SHERIFF SVCS- PARK EST	860.12	Police / Fire / Safety
97669	2/1/2017	L.A. CO. SHERIFF'S DEPT.	SHERIFF SVCS- VIEWPOINT	743.10	Police / Fire / Safety
97669	2/1/2017	L.A. CO. SHERIFF'S DEPT.	SHERIFF SVCS- RIDE TO LIFE	380.92	Police / Fire / Safety
<b>Total Amount for 5 Line Item(s) from Police / Fire / Safety</b>				<b>\$5,489.73</b>	
<b><u>Public Works</u></b>					
97695	2/1/2017	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- PARKS	15,908.59	Public Works
97691	2/1/2017	SUSTAINABLE SOLUTIONS SERVICES	ROAD CLEAN-UP	1,712.50	Public Works
97759	2/7/2017	VANDERGEEST LANDSCAPE CARE INC	LANDSCAPE MAINTENANCE	1,272.00	Public Works
97679	2/1/2017	NEWBURY PARK TREE SERVICE INC	TREE TRIMMING/REMOVAL SVCS	975.00	Public Works
97679	2/1/2017	NEWBURY PARK TREE SERVICE INC	TREE TRIMMING/REMOVAL SVCS	895.00	Public Works
97691	2/1/2017	SUSTAINABLE SOLUTIONS SERVICES	ROAD CLEAN-UP	850.00	Public Works
97691	2/1/2017	SUSTAINABLE SOLUTIONS SERVICES	ROAD CLEAN-UP	850.00	Public Works
97742	2/7/2017	RAINBOW SIGNS INC	BANNERS/SIGNS	795.64	Public Works
97670	2/1/2017	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	787.28	Public Works
97670	2/1/2017	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	785.07	Public Works
97700	2/1/2017	WILLDAN ASSOCIATES INC.	CONCEPT REVIEW	764.00	Public Works
97671	2/1/2017	LEMUS/ALBA//	PROFESSIONAL SERVICES	616.00	Public Works
97670	2/1/2017	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	548.49	Public Works
97665	2/1/2017	GORGIN/KLAYMOND//	CONSULTING SERVICES	528.00	Public Works
97671	2/1/2017	LEMUS/ALBA//	PROFESSIONAL SERVICES	462.00	Public Works
97679	2/1/2017	NEWBURY PARK TREE SERVICE INC	TREE TRIMMING/REMOVAL SVCS	461.25	Public Works
97679	2/1/2017	NEWBURY PARK TREE SERVICE INC	TREE TRIMMING/REMOVAL SVCS	337.50	Public Works
97670	2/1/2017	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	218.90	Public Works





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97701	2/3/2017	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	200.23	Public Works
<b>Total Amount for 19 Line Item(s) from Public Works</b>				<b>\$28,967.45</b>	
<b><u>Recoverable / Refund / Liability</u></b>					
97681	2/1/2017	P&A ADMINISTRATIVE SVCS INC	FSA-DEP CARE REIMBURSEMENT	458.20	Recoverable / Refund / Liability
97750	2/7/2017	SCHARF-BOSS/SHOSHANA//	RECREATION REFUND	147.50	Recoverable / Refund / Liability
97661	2/1/2017	DULGHERU/BIANCA//	RECREATION REFUND	67.00	Recoverable / Refund / Liability
97750	2/7/2017	SCHARF-BOSS/SHOSHANA//	RECREATION REFUND	66.00	Recoverable / Refund / Liability
97723	2/7/2017	HIRSCH/LINDA//	RECREATION REFUND	50.56	Recoverable / Refund / Liability
97704	2/7/2017	ALBRECHT/DEVORA//	RECREATION REFUND	48.00	Recoverable / Refund / Liability
97689	2/1/2017	STATE DISBURSMENT	WAGE GARNISHMENT- 1/20/17	46.15	Recoverable / Refund / Liability
97749	2/7/2017	SASELLI/IRMA//	RECREATION REFUND	39.00	Recoverable / Refund / Liability
97750	2/7/2017	SCHARF-BOSS/SHOSHANA//	RECREATION REFUND	24.00	Recoverable / Refund / Liability
<b>Total Amount for 9 Line Item(s) from Recoverable / Refund / Liability</b>				<b>\$946.41</b>	
<b><u>Tennis &amp; Swim Center</u></b>					
97707	2/7/2017	B&M CONTRACTORS, INC.	ROOF REPAIRS	12,320.76	Tennis & Swim Center
97701	2/3/2017	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	1,451.38	Tennis & Swim Center
97710	2/7/2017	CASAS ORAMAS/JORGE//	FITNESS EQUIPMENT REPAIRS	1,364.58	Tennis & Swim Center
97659	2/1/2017	COMMERCIAL AQUATIC SVCS INC	POOL SERVICE/REPAIR	962.50	Tennis & Swim Center
97710	2/7/2017	CASAS ORAMAS/JORGE//	FITNESS EQUIPMENT REPAIRS	600.00	Tennis & Swim Center
97714	2/7/2017	DNA ELECTRIC	ELECTRICAL REPAIRS	568.50	Tennis & Swim Center
97698	2/1/2017	WATERLINE TECHNOLOGIES INC	POOL CHEMICALS	524.57	Tennis & Swim Center
97659	2/1/2017	COMMERCIAL AQUATIC SVCS INC	POOL SERVICE/REPAIR	490.37	Tennis & Swim Center
97740	2/7/2017	PURE HEALTH SOLUTIONS, INC.	WATER SERVICE	424.13	Tennis & Swim Center
97698	2/1/2017	WATERLINE TECHNOLOGIES INC	POOL CHEMICALS	356.82	Tennis & Swim Center
97711	2/7/2017	CASCIONE/GAYLENE//	RECREATION INSTRUCTOR	330.84	Tennis & Swim Center
97710	2/7/2017	CASAS ORAMAS/JORGE//	FITNESS EQUIPMENT REPAIRS	225.00	Tennis & Swim Center
97686	2/1/2017	SECURAL SECURITY CORP	SECURITY- T&SC	220.50	Tennis & Swim Center
97695	2/1/2017	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- T&SC	108.40	Tennis & Swim Center
97762	2/7/2017	WATERLINE TECHNOLOGIES INC	POOL CHEMICALS	59.37	Tennis & Swim Center
<b>Total Amount for 15 Line Item(s) from Tennis &amp; Swim Center</b>				<b>\$20,007.72</b>	

**Transportation**



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97675	2/1/2017	MICHAEL BAKER INTERNATIONAL	PROFESSIONAL SERVICES	14,996.73	Transportation
97730	2/7/2017	MALIBU CANYON SHELL	FUEL CHARGES- SEP 2016	7,001.12	Transportation
97730	2/7/2017	MALIBU CANYON SHELL	FUEL CHARGES- AUG 2016	5,839.47	Transportation
97730	2/7/2017	MALIBU CANYON SHELL	FUEL CHARGES- NOV 2016	5,567.89	Transportation
97730	2/7/2017	MALIBU CANYON SHELL	FUEL CHARGES- DEC 2016	4,536.39	Transportation
97752	2/7/2017	SIEMENS INDUSTRY INC.	TRAFFIC SIGN MAINTENANCE	2,865.00	Transportation
97701	2/3/2017	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	2,003.52	Transportation
97736	2/7/2017	MOORE & ASSOCIATES, INC.	TITLE VI PLAN ANALYSIS	75.00	Transportation
97741	2/7/2017	R P BARRICADE INC	EQUIPMENT RENTAL- LOST HILLS	72.00	Transportation
<b>Total Amount for 9 Line Item(s) from Transportation</b>				<b>\$42,957.12</b>	
<b>GRAND TOTAL for 226 Line Items</b>				<b>\$205,170.06</b>	

## FUTURE AGENDA ITEMS

Department                      Agenda Headings      Agenda Title/Future Agenda

**8-Mar**

CC	Consent	Sheriff's Crime Report
AS	Consent	Haynes Janitorial Services PSA
CC	Consent	Support letter to Caltrans for fencing along the 118
CD	Public Hearng	CAR Overlay Zone

**Future Items**

CC	Presentation	Presentation by Sheriff's
PW	New Business	Plastic bag ordinance update
CD	New Business	Introdction of Ordinance No. 2017-348; changes for Recreational Marijuana use
PS	New Business	Introduction of Ordinance for drone regulations
CC	New Business	Headwaters Corner update
CS	New Business	Parks Master Plan briefing
PS	New Business	Introduction of Ordinance for Knox boxes at HOA gates
CD	Public Hearing	Public Workshops
PW	Consent	Recommendation to approve the funding agreement between the City of Calabasas and Los Angeles County Metropolitan Transporation Authority for the Calabasas Signal Synchronization and bus speed improvement project
Finance	New Business	Budget update (three months from Nov 9)
CD	Consent	Housing Element Report
PW	New Business	Environmental Commission review of programs/ordinances (plastic bag, coyote, styrofoam, car wash, rodenticide, etc.)
PW	New Business	Business recognition program for environmental efforts
CD	New Business	Noticing procedures/newspaper publications

2017 Meeting Dates	
22-Mar	23-Aug
12 Apr - Canceled Passover	13-Sep - Canceled League Annual Meeting
26-Apr	27-Sep
10-May - Canceled CCCA Annual Meeting	11-Oct
24-May	25-Oct
14-Jun	8-Nov
28-Jun	22-Nov - Canceled Thanksgiving Eve
12-Jul - Canceled	29-Nov - Special Meeting Council Reorg.
26-Jul - Canceled	13-Dec
9-Aug	27-Dec - Canceled