



## CITY *of* CALABASAS

**CITY COUNCIL AGENDA  
REGULAR MEETING – WEDNESDAY, JUNE 11, 2014  
CITY HALL COUNCIL CHAMBERS  
100 CIVIC CENTER WAY, CALABASAS  
[www.cityofcalabasas.com](http://www.cityofcalabasas.com)**

The starting times listed for each agenda item should be considered a guideline only. The City Council reserves the right to alter the order of discussion in order to run an effective meeting. If you wish to assure yourself of hearing a particular discussion, please attend the entire meeting. You may speak on a closed session item prior to Council's discussion. To do so, please submit a speaker card to the City Clerk at least 5 minutes prior to the start of closed session. The City values and invites written comments from residents on matters set for Council consideration. In order to provide councilmembers ample time to review all correspondence, please submit any letters or emails to the City Clerk's office before 5:00 p.m. on the Monday prior to the meeting.

### **OPENING MATTERS – 7:30 P.M.**

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

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

### **ORAL COMMUNICATIONS – PUBLIC COMMENT – 7:50 P.M.**

### **CONSENT ITEMS – 8:00 P.M.**

1. [Approval of meeting minutes from May 28, 2014.](#)
2. [Recommendation to approve the appointment of Keith Marks to the Communications and Technology Commission, term ending March 31, 2015.](#)
3. [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 Country Estates Zone 4, Calabasas Park Estates Zone 8, Clairidge Zone 10; and Palatino, Zone 14 within Landscape Lighting Act District 22 in the City of Calabasas.](#)

4. [Adoption of Resolution No. 2014-1416 approving the adoption of the 2014 updated Greater Los Angeles County Region Integrated Regional Water Management Plan.](#)
5. [Adoption of Ordinance No. 2014-315, amending Chapter 8.12 of the Calabasas Municipal Code to include electronic cigarettes within smoking prohibition.](#)
6. [Adoption of Resolution No. 2014-1417, approving the Cooperative Agreement with the Department of Transportation for construction of the Lost Hills Road Interchange Improvement Project.](#)
7. [Approval of contract with Venco Western, Inc. for the implementation of a Citywide Smart Irrigation Control System Project.](#)
8. [Recommendation to approve Amendment No. 2 to increase the value of the Professional Services Agreement with Cleanstreet for street sweeping services; and authorize the Public Works Director to approve amendment No. 3 to increase the value of the Professional Services Agreement with Cleanstreet for street services upon the completion of amendment No. 2.](#)

#### **NEW BUSINESS – 8:15 P.M.**

9. [Recommendation from the Senior Task Force to approve the space plan/concept design for the Calabasas Senior Center.](#)
10. [Discussion of Calabasas business license requirement.](#)

#### **PUBLIC HEARING – 9:00 P.M.**

11. [Fiscal Year 2014-2015 levy of assessments in connection with the Landscape Lighting Act Districts and the proposed increase of assessments in certain zones thereof; and following tabulation of mail ballots, adopt Resolution No. 2014-1408, certifying the results of the assessment ballot proceeding with respect to the proposed increase; and adoption of Resolution No. 2014-1409, finally approving an engineer's report in connection with Landscape Lighting Act District Nos. 22, 24, 27, and 32 and confirming diagrams and assessments for such districts for Fiscal Year 2014-2015.](#)

#### **INFORMATIONAL REPORTS – 9:30 P.M.**

12. [Check Register for the period of May 21-28, 2014.](#)

**TASK FORCE REPORTS – 9:35 P.M.**

**CITY MANAGER’S REPORT – 9:40 P.M.**

**FUTURE AGENDA ITEMS – 9:45 P.M.**

**CLOSED SESSION – CONFERENCE ROOM – 9:50 P.M.**

1. Conference with Legal Counsel; pending litigation  
Gov. Code §54956.9(d)(1): one case  
Dry Canyon Ranch, LLC vs. City of Calabasas  
Case number BC542841

**ADJOURN – 10:15 P.M.**

The City Council will adjourn in memory of Jerry Goldberg to a special meeting scheduled on Wednesday, June 18, 2014, at 6:00 p.m.

**MINUTES OF A REGULAR MEETING OF  
THE CITY COUNCIL OF THE CITY OF CALABASAS, CALIFORNIA  
HELD WEDNESDAY, MAY 28, 2014**

Mayor Shapiro called the meeting to order at 7:04 p.m. in the Council Chambers, 100 Civic Center Way, Calabasas, California. All members of the City Council were present.

**ROLL CALL** Present: Mayor Shapiro, Mayor pro Tem Martin, Councilmembers Bozajian, Gaines and Maurer.  
Absent: None.  
Staff: Ball, Coroalles, Hernandez, Howard, Klein, Pelka, Tamuri and Yalda.

Mayor Shapiro expressed condolences to the families and requested a moment of silence for the victims of the Isla Vista tragedy.

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

**APPROVAL OF AGENDA**

Councilmember Gaines moved, seconded by Councilmember Bozajian to approve the agenda. **MOTION CARRIED 5/0** as follows:

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

A video with tips to Mayor Shapiro on how to throw the first pitch at the upcoming June 4 Dodger game was presented. Mayor Shapiro extended an invitation to the game.

**ANNOUNCEMENTS/INTRODUCTIONS**

Members of the Council made the following announcements:

Councilmember Gaines:

- Urged everyone to take action and let state and federal representatives know that horrible tragedies such as the one in Isla Vista cannot continue to happen.
- Reminded everyone about the upcoming June 3 election.
- The Calabasas Chamber of Commerce will hold its monthly Government Affairs Committee meeting on Monday, June 2, at Woolfcreek Restaurant.
- THE EVENT for the LVUSD Foundation will take place on Saturday, June 7.
- Announced the passing of former State Assemblymember John Vasconcellos.

Councilmember Maurer:

- Reiterated condolences to the families of Isla Vista victims.
- Encouraged everyone to vote on June 3.
- Encouraged everyone to attend THE EVENT on June 7.

Councilmember Bozajian:

- Reminded about summer concert series at Calabasas Lake scheduled on June 8, July 13, August 10 and 24.
- The Election Recap Show hosted by Councilmember Gaines and he will start running the weekend of June 7.

Mayor Shapiro:

- Expressed appreciation to City staff, members of the Relay for Life team for participating on May 17, at A.E. Right Middle School. The team raised over \$17,000.
- Expressed appreciation to the Calabasas Chamber of Commerce, the Media Department and all those who attended the Mayor's lunch on May 22.
- Reiterated the invitation to Dodger Night on June 4.
- Congratulated Library Commissioner Ellen Pangarliotas who was honored by the County of Los Angeles Board of Supervisors at the 49<sup>th</sup> Annual Older Americans Recognition Lunch on May 27.
- Middle school culminations for A.C. Stelle and A.E. Right will be held on June 11. Calabasas High School graduation will take place on June 12.

**PRESENTATIONS**

- Tribute in memory of Mrs. Kathleen Hill

Mayor Shapiro announced the meeting would be adjourned in memory of Mrs. Hill. Councilmembers expressed sympathy to the Hill family. Former Councilmember Dennis Washburn expressed condolences to the Hill family and shared memories of Mrs. Hill. A video tribute was presented. Mr. Hill expressed appreciation to the Council. Mayor Shapiro presented certificate of adjournment to Mr. Hill and his family.

- Book Donation by Las Virgenes Municipal Water District

LVMWD President Caspary, Director Renger and Jeff Reinhardt presented books to the City Council.

- Sheriff's Crime Report

Lt. Williams presented the report.

## **ORAL COMMUNICATIONS – PUBLIC COMMENT**

Gail Schroeder, Cory Feinberg, Mikaela Gareeb and Emily Harari spoke during public comment.

### **CONSENT ITEMS**

1. Approval of meeting minutes from May 13, 2014.
2. Annual update of the City's tobacco retailer registration program.
3. Adoption of Resolution No. 2014-1413, levying special taxes within the City of Calabasas Community Facilities District No. 2006-1; and adoption of Resolution No. 2014-1414, levying special taxes within the City of Calabasas Community Facilities District No. 98-1.
4. Adoption of Ordinance No. 2014-316, approving File No. 140000288, the pre-zoning of the West Agoura Road territory in conformance with the land use policies of the Calabasas 2030 General Plan and in coordination with submission of an application to the Los Angeles County Local Agency Formation Commission seeking annexation of the West Agoura Road area to the City of Calabasas.
5. Authorization to approve budgeted funding and change orders for Venco Western, Inc. in the amount of \$1,376,685 for FYI 14-15 regular monthly landscape maintenance and authorized extra work in nine specified zones as part of Specification No. 10-11-02, landscape maintenance of common benefit areas within Landscape Maintenance District 22 and common areas of specified homeowner associations within Landscape Lighting Act District 22.
6. Approval of contract with Venco Western, Inc. for the implementation of a Citywide Smart Irrigation Control System Project.

Councilmembers Bozajian, Maurer and Mayor pro Tem Martin requested Consent Item Nos. 2, 6 and 5, respectively, be pulled for separate discussion.

**Councilmember Gaines moved, seconded by Councilmember Maurer to approve Consent Item Nos. 1, 3-4. MOTION CARRIED 5/0 as follows:**

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

**After discussion, Councilmember Maurer moved, seconded by Mayor pro Tem Martin to approve Consent Item No. 2. MOTION CARRIED 5/0 as follows:**

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

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

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

Extensive discussion took place in regard to Consent Item No. 6.

Frank Amino spoke on Item No. 6.

**After further discussion, Councilmember Maurer moved, seconded by Councilmember Gaines to continue Consent Item No. 6 to the June 11 meeting. MOTION CARRIED 5/0 as follows:**

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

### **NEW BUSINESS**

7. Public meeting regarding Landscape Maintenance District No. 22 and Landscape Lighting Act District Nos. 22, 24, 27 and 32 assessment proceedings.

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

8. Ordinance amending Chapter 8.12 of the Calabasas Municipal Code to include electronic cigarettes within smoking prohibition.

Brian Cameron spoke on this item.

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

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

9. Appointment of Council liaisons for West Agoura Road annexation.

**Direction provided to staff.**

### **INFORMATIONAL REPORTS**

10. Check Register for the period of May 7-14, 2014.

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

### **TASK FORCE REPORTS**

Councilmember Maurer reported that the Senior Task Force has met and will meet again on May 29 to review the renderings and massing for the Senior Enrichment Center.

Councilmember Bozajian reported his attendance to the California Contract Cities Association Convention.

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

Mr. Coroalles reported on his meeting with L.A. County Fire Chief Osby in regard to approvals for the Malmoth Project and stated that the City Attorney will discuss this further with L.A. County Counsel.

### **FUTURE AGENDA ITEMS**

None.

### **ADJOURN**

The meeting adjourned at 9:16 p.m. in memory of Mrs. Kathleen Bergin Hill to the next regular meeting scheduled on Wednesday, Jun 11, 2014, at 7:30 p.m.

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Maricela Hernandez, MMC  
City Clerk



**CITY of CALABASAS**

**CITY COUNCIL AGENDA REPORT**

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**DATE: JUNE 2, 2014**

**TO: HONORABLE MAYOR AND COUNCILMEMBERS**

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

**SUBJECT: RECOMMENDATION TO APPROVE THE APPOINTMENT OF KEITH MARKS TO THE COMMUNICATIONS AND TECHNOLOGY COMMISSION, TERM ENDING MARCH 31, 2015.**

**MEETING DATE: JUNE 11, 2014**

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**SUMMARY RECOMMENDATION:**

Approve the appointment of Keith Marks to the Communications and Technology Commission, term ending March 31, 2015.

**BACKGROUND:**

Pursuant to the City's Municipal Code, the Communications and Technology Commission shall consist of five members. With the recent departure of a Commissioner, Mayor Shapiro has nominated Keith Marks to fill the vacancy.

**REQUESTED ACTION:**

Approve the appointment of Keith Marks to the Communications and Technology Commission, term ending March 31, 2015.

**ATTACHMENTS:**

Commission application.



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: Keith Marks

ADDRESS: [REDACTED]

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

HOME TELEPHONE: [REDACTED]

CELL PHONE: [REDACTED]

E-MAIL: [REDACTED]

HOME FAX: [REDACTED]

REGISTERED VOTER IN CALABASAS?  YES  NO

BUSINESS TELEPHONE: [REDACTED]

BUSINESS FAX: [REDACTED]

OCCUPATION: Investor/Attorney

EMPLOYER: WindRiver Capital

BUSINESS ADDRESS: [REDACTED]

TYPE OF BUSINESS: Real Estate / Law

EDUCATION:

BS Arizona State University - Real Estate and Finance  
JD Southwestern University School of Law

**CIVIC AFFILIATIONS:**

**Current Member HOA board Calabasas Hills  
Current commissioner City of Calabasas Traffic and Safety  
Past commissioner City of Calabasas Historical Preservation**

**COMMUNITY INTERESTS:**

**Past coach and/or board member in several local youth sports leagues in the area, including West Valley Girls Softball, West Hills Baseball and Real So Cal West Valley Girls Soccer.**

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

**I believe that this commission is one of the most important positions in the city. The balance between peoples desire to have cell service and the health and well being of our citizen are at stake. The CTC has done a tremendous job over the last few years in striking the balance that our community needs. The open CTC commissioner position has been held for several years by Jamie Daugherty. Jamie is a person that I have known and been friends with for many years and respect greatly. Jamie is a man of integrity and has brought a real professionalism to a very important position in our city. I hope do be able to follow in those footsteps for our City's future. I believe my background and experiece will be very useful on this commission and would be honored to serve the city on the CTC for the balance of Jamie's term.**

DATE: 6/2/14

  
\_\_\_\_\_  
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.

## Maricela Hernandez

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**From:** Keith Marks [REDACTED]  
**Sent:** Monday, June 02, 2014 10:23 AM  
**To:** Maricela Hernandez  
**Subject:** COMMUNICATIONS & TECHNOLOGY COMMISSION (CTC)

Maricela

I would like to place me name for nomination as commissioner to the communications and Technology Commission (CTC) for the City of Calabasas.

As you are aware, I have preciously been one of the commissioners for Historical Preservation Commission and am currently a commissioner on Traffic and Transportation. I have been a resident of Calabasas since 1998.

My business background is as follow:

I have more than 30 years of experience in real estate, corporate finance and restructuring. Over the last several years, I has overseen the acquisition and disposition of 235 service stations and sites in the Western United States. Over my career, I have completed in excess of 500 transactions valued at more than \$6.5 billion. This record includes acquiring or financing over \$4.0 billion in real estate over the last 20 years, and completing over \$2.0 billion in corporate financings and restructurings since 1997. I have also acquired \$500 million in non-performing debt. Notable clients and partners include: CIBC/Oppenheimer, Cerberus, I Star Capital, Credit Suisse, UBS, GE Capital, Grupo Alfa, Grupo Dina, Motor Coach Industries and The Peninsula Group. Mr. Marks started his career and became a Partner at AmCon Capital Partners (a JV with Soros' Quantum Industrial Fund), where he introduced several specialized-finance-programs. I, along with a core group of strategic partners, owned or managed several other companies, which included: Amsted California Partners, Amsted Companies, CSL Reality Advisors, American Capital Partners, WindRiver Capital Group, WRCG Properties, WRCG Energy Partners, SunCor LLC and InterCapita, among others. I have a Juris Doctorate from Southwestern University School of Law and a Bachelor of Science in Real Estate/Finance from Arizona State University.

It is will some trepidation and sorrow that I submit myself for nomination. Jamie is a friend and someone that I believe has brought great integrity to this position and our City. They are big shoes to fill and I hope to have the opportunity to carry on with the same integrity and professionalism that Jamie has brought to the CTC.

Sincerely,

**Keith Marks**

[REDACTED]

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**CITY of CALABASAS**

**CITY COUNCIL AGENDA REPORT**

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**DATE: JUNE 2, 2014**

**TO: HONORABLE MAYOR AND COUNCILMEMBERS**

**FROM:  ROBERT YALDA, PUBLIC WORKS DIRECTOR, P.E., T.E. / CITY ENGINEER**  
** STEVE BALL, LANDSCAPE DISTRICTS MAINTENANCE 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 COUNTRY ESTATES, ZONE 4; CALABASAS PARK ESTATES, ZONE 8; CLAIRIDGE, ZONE 10; AND PALATINO, ZONE 14; WITHIN LANDSCAPE LIGHTING ACT DISTRICT 22 IN THE CITY OF CALABASAS.**

**MEETING DATE: JUNE 11, 2014**

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**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 base amounts of: Calabasas Country Estates, Zone 4, \$26,700; Calabasas Park Estates, Zone 8, \$140,800; Clairidge, Zone 10, \$47,000 and Palatino, Zone 14, \$45,100 per year 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 Country Estates, HOA, Calabasas Park Estates, HOA, Clairidge, HOA and Palatino, HOA is Venco Western, Inc. These are two-year contracts with three one-year contract extensions, for a total period of five years. The contracts expire on June 23, 2014.

Each of the four aforementioned Homeowner Association Boards submitted written letters noting their satisfaction with the level of professionalism of the services provided by Venco Western and expressly requested that Venco Western be retained as their provider of landscape maintenance services.

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. The additional work generated from such events is not guaranteed but if additional work is released by the City in no event shall the total contract value exceed the following amounts over the three year term of the contracts: Calabasas Country Estates, \$119,660; Calabasas Park Estates, \$492,112; Clairidge, \$205,658; and Palatino, \$157,304,.

**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 Country Estates	22-322-5712-04
Calabasas Park Estates	22-322-5712-08
Clairidge	22-322-5712-10
Palatino	22-322-5712-14

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 totals: Calabasas Country Estates, \$119,660; Calabasas Park Estates, \$492,112; Clairidge, \$205,658; and Palatino, \$157,304, will be funded using Landscape Lighting Act District 22 (Zones 4, 8, 10 and 14 respectively).

Staff recommends that funding be approved and that the budget be adjusted accordingly.

**REQUESTED ACTION:**

Move to award three-year professional services agreements to Venco Western, Inc. for the landscape maintenance of the common areas located within the Homeowner Associations of Calabasas Country Estates, Zone 4, Calabasas Park Estates, Zone 8, Clairidge, Zone 10, and Palatino, Zone 14, within Landscape Lighting Act District 22 in the City of Calabasas.

**ATTACHMENTS:**

- Attachment 1: Letters from Calabasas Country Estates, Calabasas Park Estates, Clairidge and Palatino Homeowners Associations requesting Venco Western Inc. continue landscape maintenance services
- Attachment 2: Professional Services Agreements
- Attachment 3: Articles of Agreement (previous contracts)



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Calabasas, CA 91302  
PO Box 8782, Calabasas, CA 91372  
(Please forward all mail to PO Box address)  
(818) 225-9191  
(805) 581-4833  
Fax (818) 591-3044

January 17, 2014

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

Dear Mr. Coroalles:

This letter is sent at the request of the Board of Directors for Calabasas Country Estates Owners Association in response to your letter of December 30, 2014. The Board has voted for the City to retain Venco Western as the current landscape contractor for Calabasas Country Estates Owners Association via Landscape and Lighting Act District 22, and not seek proposals for other alternatives.

Thank you very much.

Sincerely,

Ida Worth, CMCA, AMS  
Community Manager

cc: Board of Directors



# Calabasas Park Estates

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

January 24, 2014

Tony Coroalles  
City Manager  
City of Calabasas  
100 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 in response to your letter of December 30, 2014. The Board has voted for the City to retain Venco Western as the current landscape contractor for Calabasas Park Estates Owners Association via Landscape and Lighting Act District 22, and not seek proposals for other alternatives.

Thank you very much.

Sincerely,



Ida Worth, CMCA, AMS  
Community Manager

cc: Board of Directors



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

JANUARY 31, 2014

**PALATINO HOMEOWNERS ASSOCIATION**

**3765 CALLE JAZMIN**

**CALABASAS, CA 91302**

Dear Mr. Anthony M. Coroalles,

The Palatino HOA President, Mark Karnick, The HOA Board and I agree and 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", is written over a light gray rectangular background.

Asher Kaufman

## Maricela Hernandez

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**From:** Alan Bennett <alanandsusie1@yahoo.com>  
**Sent:** Thursday, January 02, 2014 3:44 PM  
**To:** Laura Grant; Ida Worth (idaworth@rossmorganco.com); hmelton@vencowestern.com  
**Cc:** Tony Coroalles; Robert Yalda; Steve Ball; Thomas McCall; Angie Henderson; Anna Ford  
**Subject:** Re: Letter re: Landscaping Service

Laura and Steve,

Under Steve and Heather's watchful supervision, Venco is doing a stellar Job. Our community always looks great and Steve and Heather take me out once a month to get ideas on what needs to be done. I very rarely bring up something that they have not all ready thought of!

Claridge votes to keep Venco, Heather and Steve for the foreseeable future.

Alan Bennett

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**From:** Laura Grant <[lgrant@cityofcalabasas.com](mailto:lgrant@cityofcalabasas.com)>  
**To:** "Ida Worth ([idaworth@rossmorganco.com](mailto:idaworth@rossmorganco.com))" <[idaworth@rossmorganco.com](mailto:idaworth@rossmorganco.com)>; "Alan Bennet ([alanandsusie1@yahoo.com](mailto:alanandsusie1@yahoo.com))" <[alanandsusie1@yahoo.com](mailto:alanandsusie1@yahoo.com)>  
**Cc:** Tony Coroalles <[tcoroalles@cityofcalabasas.com](mailto:tcoroalles@cityofcalabasas.com)>; Robert Yalda <[ryalda@cityofcalabasas.com](mailto:ryalda@cityofcalabasas.com)>; Steve Ball <[sball@cityofcalabasas.com](mailto:sball@cityofcalabasas.com)>; Thomas McCall <[tmccall@cityofcalabasas.com](mailto:tmccall@cityofcalabasas.com)>; Angie Henderson <[ahenderson@cityofcalabasas.com](mailto:ahenderson@cityofcalabasas.com)>; Anna Ford <[aford@cityofcalabasas.com](mailto:aford@cityofcalabasas.com)>  
**Sent:** Thursday, January 2, 2014 10:33 AM  
**Subject:** Letter re: Landscaping Service

Hello Ida and Alan,

Please see attached.

***Laura G Grant***  
***Executive Assistant***  
***Landscape District Division***  
***City of Calabasas***  
***(818) 224-1600 (Main Number)***  
***(818) 224-1687 (Direct Line)***  
***(818) 225-7338 (Fax)***

**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 Country 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 such compensation rates as are set forth in Consultant’s **June 2, 2014** proposal to City attached hereto as Exhibit A and incorporated herein by this reference.
- 3.2 “Commencement Date””: June 24, 2014.
- 3.3 “Expiration Date””: June 23, 2017.

**4. TERM**

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

**5. 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 Hundred Nineteen Thousand Six Hundred Sixty Dollars** 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: **Steve Ball**  
Telephone: (818) 224-1600  
Facsimile: (818) 225-7338

If to Consultant:

Venco Western, Inc.  
2400 Eastman Avenue  
Oxnard, CA 93030  
Attn: **Linda Burr**  
Telephone: (800) 981-2400  
Facsimile: (805) 981-2450

With courtesy copy to:

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

**16. SURVIVING COVENANTS**

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

**17. TERMINATION**

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

**18. GENERAL PROVISIONS**

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

writing.

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

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

19 **PREVAILING WAGES**

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

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

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

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

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

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

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

**“City”**  
**City of Calabasas**

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

By: \_\_\_\_\_  
David J. Shapiro

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 SERVICES / APPROVED FEE SCHEDULE

1. General Maintenance Agreement

3 years @ \$ 26,700.00 (plus potential CPI) = \$ 81,712.00

2. Other work as required / approved by City

Not to exceed = \$ 37,948.00

**Total Amount = \$119,660.00**

EXHIBIT A  
SCOPE OF WORK

EXHIBIT B  
APPROVED FEE SCHEDULE

**NON-COLLUSION AFFIDAVIT**

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

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

\_\_\_\_\_  
Signature of Bidder

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
Place of Residence

Subscribed and sworn to before me this \_\_\_ day of \_\_\_\_\_, 20\_\_.

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

My Commission Expires \_\_\_\_\_, 20\_\_.

**WORKERS' COMPENSATION INSURANCE**  
**CERTIFICATE**

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

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

DATE: \_\_\_\_\_

(Contractor)

By:

(Signature)

(Title)

Attest:

By:

(Signature)

(Title)

**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 Clairidge 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 such compensation rates as are set forth in Consultant’s **January 26, 2009** proposal to City attached hereto as Exhibit A and incorporated herein by this reference.
- 3.2 “Commencement Date””: June 24, 2014.
- 3.3 “Expiration Date””: June 23, 2017.

**4. TERM**

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

**5. CONSULTANT’S SERVICES**

- 5.1 Consultant shall perform the services identified in the Scope of Services. City

shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement. In no event shall the total compensation and costs payable to Consultant under this Agreement exceed the sum of **Two Hundred Five Thousand Six Hundred Fifty Eight Dollars (\$205,658.00)** 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: **Steve Ball**  
Telephone: (818) 224-1600  
Facsimile: (818) 225-7338

If to Consultant:

Venco Western, Inc.  
2400 Eastman Avenue  
Oxnard, CA 93030  
Attn: **Linda Burr**  
Telephone: (800) 981-2400  
Facsimile: (805) 981-2450

With courtesy copy to:

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

**16. SURVIVING COVENANTS**

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

**17. TERMINATION**

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

**18. GENERAL PROVISIONS**

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

writing.

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

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

19 **PREVAILING WAGES**

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

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

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

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

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

**“City”**  
**City of Calabasas**

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

By: \_\_\_\_\_  
David J. Shapiro

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 SERVICES / APPROVED FEE SCHEDULE

1. General Maintenance Agreement

3 years @ \$ 47,000.00 (plus potential CPI) = \$ 143,838.00

2. Other work as required / approved by City

Not to exceed = \$ 61,820.00

**Total Amount = \$205,658.00**

EXHIBIT A  
SCOPE OF WORK

EXHIBIT B  
APPROVED FEE SCHEDULE

**NON-COLLUSION AFFIDAVIT**

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

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

\_\_\_\_\_  
Signature of Bidder

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
Place of Residence

Subscribed and sworn to before me this \_\_ day of \_\_\_\_\_, 20\_\_.

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

My Commission Expires \_\_\_\_\_, 20\_\_.

**WORKERS' COMPENSATION INSURANCE**  
**CERTIFICATE**

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

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

DATE: \_\_\_\_\_

(Contractor)

By:

(Signature)

(Title)

Attest:

By:

(Signature)

(Title)

**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 such compensation rates as are set forth in Consultant’s **June 2, 2014** proposal to City attached hereto as Exhibit A and incorporated herein by this reference.
- 3.2 “Commencement Date””: June 24, 2014.
- 3.3 “Expiration Date””: June 23, 2017.

**4. TERM**

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

**5. 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 **Four Hundred Ninety Two Thousand One Hundred and Twelve Dollars (\$492,112.00)** 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: **Steve Ball**  
Telephone: (818) 224-1600  
Facsimile: (818) 225-7338

If to Consultant:

Venco Western, Inc.  
2400 Eastman Avenue  
Oxnard, CA 93030  
Attn: **Linda Burr**  
Telephone: (800) 981-2400  
Facsimile: (805) 981-2450

With courtesy copy to:

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

**16. SURVIVING COVENANTS**

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

**17. TERMINATION**

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

**18. GENERAL PROVISIONS**

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

writing.

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

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

19 **PREVAILING WAGES**

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

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

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

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

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

**“City”**  
**City of Calabasas**

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

By: \_\_\_\_\_  
David J. Shapiro

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

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

Attest:

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

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

Approved as to form:

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

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

EXHIBIT A  
SCOPE OF SERVICES / APPROVED FEE SCHEDULE

1. General Maintenance Agreement

3 years @ \$ 140,800.00 (plus potential CPI) = \$ 430,904.00

2. Other work as required / approved by City

Not to exceed = \$ 61,208.00

**Total Amount = \$492,112.00**

EXHIBIT A  
SCOPE OF WORK

EXHIBIT B  
APPROVED FEE SCHEDULE

**NON-COLLUSION AFFIDAVIT**

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

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

\_\_\_\_\_  
Signature of Bidder

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
Place of Residence

Subscribed and sworn to before me this \_\_ day of \_\_\_\_\_, 20\_\_.

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

My Commission Expires \_\_\_\_\_, 20\_\_.

**WORKERS' COMPENSATION INSURANCE**  
**CERTIFICATE**

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

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

DATE: \_\_\_\_\_

(Contractor)

By:

(Signature)

(Title)

Attest:

By:

(Signature)

(Title)

**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 such compensation rates as are set forth in Consultant’s **June 2, 2014** proposal to City attached hereto as Exhibit A and incorporated herein by this reference.
- 3.2 “Commencement Date””: June 24, 2014.
- 3.3 “Expiration Date””: June 23, 2017.

**4. TERM**

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

**5. 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 Hundred Fifty Seven Thousand Three Hundred and Four Dollars (\$157,304.00)** 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: **Steve Ball**  
Telephone: (818) 224-1600  
Facsimile: (818) 225-7338

If to Consultant:

Venco Western, Inc.  
2400 Eastman Avenue  
Oxnard, CA 93030  
Attn: **Linda Burr**  
Telephone: (800) 981-2400  
Facsimile: (805) 981-2450

With courtesy copy to:

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

**16. SURVIVING COVENANTS**

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

**17. TERMINATION**

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

**18. GENERAL PROVISIONS**

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

writing.

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

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

19 **PREVAILING WAGES**

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

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

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

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

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

**“City”**  
**City of Calabasas**

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

By: \_\_\_\_\_  
David J. Shapiro

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 SERVICES / APPROVED FEE SCHEDULE

1. General Maintenance Agreement

3 years @ \$ 45,100.00 (plus potential CPI) = \$138,024.00

2. Other work as required / approved by City

Not to exceed = \$ 19,280.00

**Total Amount = \$157,304.00**

EXHIBIT A  
SCOPE OF WORK

EXHIBIT B  
APPROVED FEE SCHEDULE

**NON-COLLUSION AFFIDAVIT**

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

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

\_\_\_\_\_  
Signature of Bidder

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
Place of Residence

Subscribed and sworn to before me this \_\_\_ day of \_\_\_\_\_, 20\_\_.

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

My Commission Expires \_\_\_\_\_, 20\_\_.

**WORKERS' COMPENSATION INSURANCE**  
**CERTIFICATE**

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

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

DATE: \_\_\_\_\_

(Contractor)

By:

(Signature)

(Title)

Attest:

By:

(Signature)

(Title)

## ARTICLES OF AGREEMENT

### COMMON AREA LANDSCAPE MAINTENANCE FOR SPECIFIED HOMEOWNER ASSOCIATIONS WITHIN LANDSCAPE LIGHTING ACT DISTRICT 22 IN THE CITY OF CALABASAS, CALIFORNIA, SPECIFICATION NO. 08-09-02, AGREEMENT IN THE CITY OF CALABASAS, CALIFORNIA

#### PALATINO HOMEOWNERS ASSOCIATION

THIS COMMON AREA LANDSCAPE MAINTENANCE FOR SPECIFIED HOMEOWNER ASSOCIATIONS WITHIN LANDSCAPE LIGHTING ACT DISTRICT 22 IN THE CITY OF CALABASAS, CALIFORNIA, SPECIFICATION NO. 08-09-02, AGREEMENT ("AGREEMENT") is made and entered into for the above-stated project this 25th day of February, 2009, BY AND BETWEEN the City of Calabasas, a municipal corporation, hereafter designated as "AGENCY", and VENCO WESTERN, INC., a California corporation, hereafter designated as "CONTRACTOR."

WITNESSETH that AGENCY and CONTRACTOR have mutually agreed as follows:

#### **ARTICLE I: Contract Documents**

The contract documents for the **COMMON AREA LANDSCAPE MAINTENANCE FOR SPECIFIED HOMEOWNER ASSOCIATIONS WITHIN LANDSCAPE LIGHTING ACT DISTRICT 22 IN THE CITY OF CALABASAS, CALIFORNIA, SPECIFICATION NO. 08-09-02**, shall consist of the Notice Inviting Sealed Bids, Instructions To Bidders, Bid Proposal, Bid Schedule, Standard Specifications, Special Provisions, and all referenced specifications, details, standard drawings, and appendices; together with two (2) signed copies of the AGREEMENT, two (2) signed copies of required bonds; one (1) copy of the insurance certificates, permits, notices, and affidavits; and also including any and all addenda or supplemental agreements clarifying, amending, or extending the work contemplated as may be required to insure its completion in an acceptable manner (collectively referred to herein as the "Contract Documents"). All of the provisions of the Contract Documents are made a part hereof as though fully set forth herein.

#### **ARTICLE II: Scope of Work**

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

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

In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to this AGREEMENT, CONTRACTOR offers and agrees to assign to the awarding

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

### **ARTICLE III: Compensation**

A. CONTRACTOR agrees to receive and accept the prices set forth in the Bid Proposal, Bid Schedule, and Unit Price List (or as full compensation for furnishing all materials, performing all work, and fulfilling all obligations hereunder.

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

B. This AGREEMENT is subject to the provisions of Article 1.7 (commencing at Section 20104.50) of Division 2, Part 3 of the Public Contract Code regarding prompt payment of contractors by local governments. Article 1.7 mandates certain procedures for the payment of undisputed and properly submitted payment requests within 30 days after receipt, for the review of payment requests, for notice to 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.

C. At the request and expense of CONTRACTOR, securities equivalent to the amount withheld shall be deposited with AGENCY, or with a state or federally chartered bank in this state as the escrow agent, who shall then pay those moneys to CONTRACTOR. Upon satisfactory completion of this AGREEMENT, the securities shall be returned to CONTRACTOR.

At any time during the term of this AGREEMENT CONTRACTOR may, at its own expense, substitute securities for funds otherwise withheld as retention (or the retained percentage) in accordance with Public Contract Code § 22300.

### **ARTICLE IV: Labor Code**

AGENCY and CONTRACTOR acknowledge that this AGREEMENT is subject to the provisions of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code relating to public works and public agencies and agree to be bound by all the provisions thereof as though set forth fully herein. Full compensation for conforming to the requirements of the Labor Code and with other Federal, State and local laws related to labor, and

rules, regulations and ordinances which apply to any work performed pursuant to this AGREEMENT shall be considered as included in the price for all contract items of work involved.

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

A. The CONTRACTOR shall pay the prevailing wage rates for all work performed under the AGREEMENT. When any craft or classification is omitted from the general prevailing wage determinations, the CONTRACTOR shall pay the wage rate of the craft or classification most closely related to the omitted classification. The CONTRACTOR shall forfeit as a penalty to 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 CONTRACTOR or by any Subcontract under CONTRACTOR 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 CONTRACTOR.

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

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

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

CONTRACTOR shall strictly adhere to the provisions of the Labor Code regarding the 8-hour day and the 40-hour week, overtime, Saturday, Sunday and holiday work and nondiscrimination on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex or sexual orientation, except as provided in Section 12940 of the Government Code. Pursuant to the provisions of the Labor Code, eight hours' labor shall constitute a legal day's work. Work performed by CONTRACTOR's employees in excess of eight hours per day, and 40 hours during any one week, must include compensation for all hours worked in excess of eight hours per day, or 40 hours during any one

week, at not less than one and one-half times the basic rate of pay. CONTRACTOR shall forfeit as a penalty to City \$25.00 or any greater penalty set forth in the Labor Code for each worker employed in the execution of the work by CONTRACTOR or by any Subcontractor of CONTRACTOR, for each Calendar Day during which such worker is required or permitted to the work more than eight hours in one Calendar Day or more than 40 hours in any one calendar week in violation of the provisions of the Labor Code.

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

#### **ARTICLE V: Work Site Conditions**

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

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

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

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

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

(2) Subsurface or latent physical conditions at the site differing from those indicated by all available information provided prior to the deadline for submission of bids.

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

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

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

#### **ARTICLE VI: Insurance**

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

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

CONTRACTOR shall take out and maintain, during the life of this contract, Worker's Compensation Insurance for all of CONTRACTOR's employees employed at the site of improvement; and, if any work is sublet, CONTRACTOR shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees, unless such employees are covered by the protection afforded by CONTRACTOR. CONTRACTOR and any of CONTRACTOR's subcontractors shall be required to provide 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 AGREEMENT at the site of the Project is not protected under any Worker's Compensation law, CONTRACTOR shall provide and shall cause each subcontractor to provide adequate insurance for the protection of employees not otherwise protected. CONTRACTOR shall indemnify and hold harmless City for any damage resulting from failure of either CONTRACTOR or any subcontractor to take out or maintain such insurance.

## **ARTICLE VII: Indemnification**

To the fullest extent permitted by law, CONTRACTOR shall, at its sole cost and expense, fully defend, indemnify and hold harmless AGENCY, its authorized representatives and their respective subsidiaries, affiliates, members, directors, officers, employees and agents, Landscape Maintenance District No. 22, and Landscape Lighting Act District No. 22 (collectively, the "Indemnitees") from and against any and all claims, actions, demands, costs, judgments, liens, penalties, liabilities, damages, losses, and expenses, including but not limited to any fees of accountants, attorneys or other professionals (collectively "Liabilities"), arising out of, in connection with, resulting from or related to, any act, omission, fault or negligence of CONTRACTOR, CONTRACTOR's Representative, or any of its officers, agents, employees, Subcontractors or Suppliers, or any person or organization directly or indirectly employed by any of them (Collectively, the "Indemnitors"), in connection with or relating to or claimed to be in connection with or relating to the work performed under this AGREEMENT.

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

## **ARTICLE VIII: Binding Affect**

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

## **ARTICLE IX: Dispute Resolution**

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

B. The deletion of this paragraph was approved by the Public Works and Finance Directors.

C. This AGREEMENT is further subject to the provisions of Article 1.5 (commencing at Section 20104) of Division 2, Part 3 of the Public Contract Code regarding the resolution of public works claims of less than \$375,000. Article 1.5 mandates certain procedures for the filing

of claims and supporting documentation by 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.

**ARTICLE X: Independent Contractor**

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

**ARTICLE XI: Taxes**

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

**ARTICLE XII: Notices**

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

CITY: Robert Yalda  
Director of Public Works

CONTRACTOR: Linda Burr  
President

CITY OF CALABASAS  
100 Civic Center Way  
Calabasas, CA 91302-3172

VENCO WESTERN, INC.  
2400 Eastman Avenue  
Oxnard, CA 93030

**ARTICLE XIII: Entire Agreement**

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

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

#### **ARTICLE XIV: Authority To Contract**

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

#### **ARTICLE XV: General Provisions**

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

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

C. The captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph 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).

D. The waiver by AGENCY 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.

E. Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance of the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any of all of such other rights, powers or remedies. In the event legal action shall be necessary to enforce any term, covenant or condition herein contained, the party prevailing in such action, whether reduced to judgment or not, shall be entitled to its reasonable court costs, including accountants' fees, if any, and attorneys' fees

expended in such action. The venue for any litigation shall be Los Angeles County, California. This Agreement shall be governed and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF the parties hereto for themselves, their heirs, executors, administrators, successors, and assigns do hereby agree to the full performance of the covenants herein contained and have caused this AGREEMENT to be executed in duplicate by setting hereunto their names, titles, hands, and seals this **25th day of February, 2009.**

CONTRACTOR:

VENCO WESTERN, INC.



Linda Burr, President  
Contractor's License No. 562295

Subscribed and sworn to this 11<sup>TH</sup> day of JUNE, 2009.

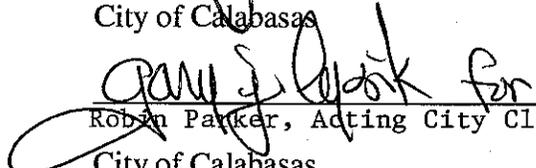
NOTARY PUBLIC \_\_\_\_\_ (SEAL)

AGENCY:

  
\_\_\_\_\_  
Joanthon Wolfson, Mayor  
City of Calabasas

6/22/09  
Date

ATTESTED:

  
\_\_\_\_\_  
Robyn Parker, Acting City Clerk  
City of Calabasas

6/23/09  
Date

APPROVED AS  
TO FORM:

  
\_\_\_\_\_  
Daniel A. Ballin, City Attorney  
City of Calabasas

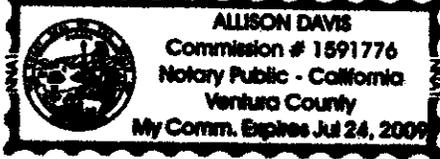
6/18/09  
Date

**( EXECUTE IN DUPLICATE )**

State of California  
County of VENTURA

Subscribed and sworn to (or affirmed) before me on this 11TH  
day of JUNE, 2009, by LINDA BURR

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



(Seal)

Signature Allison Davis

# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
05/26/2009

PRODUCER (805)585-6156 FAX (805)585-6256  
 TWIW Insurance Services, LLC - Lic #0E52073  
 Tolman & Wiker Insurance  
 196 S. Fir St., P.O. Box 1388  
 Ventura, CA 93002-1388 Attn: Lauren Najjarpour

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURER A:	INSURER B:	INSURER C:	INSURER D:	INSURER E:	NAIC #
Admiral Insurance Company	American States Insurance Co	RSUI Indemnity Company	Pennsylvania Manuf Assoc-Ins		24856 19704A 22314 12262

## COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY* <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	CA000006515-05 EXCLUDES ALL WRAP/OCIP WORK	02/01/2009	02/01/2010	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ Excl PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	01CG451837-7	02/01/2009	02/01/2010	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC AGG \$
C		GARAGE LIABILITY: <input type="checkbox"/> ANY AUTO EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$	NHN223654	04/09/2009	02/01/2010	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
D		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	PMAIWC104019100	12/26/2008	12/26/2009	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B		OTHER Excess Auto Liability	01XS155861-10	02/01/2009	02/01/2010	Each Occurrence: \$1,000,000 Aggregate: \$1,000,000 Retention: \$10,000

### DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

GL: Certificate Holder, its Officials, Employees & Agents, Landscape Maintenance District No. 22 (LMD 22), Landscape Lighting Act District No. 22 (LLAD 22) & Palantino are Additional Insureds as respects Landscape Maintenance for the City of Calabasas per attached form CG20100704 as required by written contract.

\*Excludes all WRAP/OCIP Work per attached form CG21540196.

\*10 Days for Non-Payment of Premium.

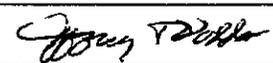
### CERTIFICATE HOLDER

City of Calabasas  
 100 Civic Center Way  
 Calabasas, CA 91302

### CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENOEAVDR TO MAIL 30\* DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE  
 Jeffrey Dodds/LEN



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
<p>ANY PERSON OR ORGANIZATION THAT IS AN OWNER OF REAL PROPERTY OR PERSONAL PROPERTY ON WHICH YOU ARE PERFORMING ONGOING OPERATIONS, OR A CONTRACTOR ON WHOSE BEHALF YOU ARE PERFORMING ONGOING OPERATIONS, BUT ONLY IF COVERAGE AS AN ADDITIONAL INSURED IS REQUIRED BY A WRITTEN CONTRACT OR WRITTEN AGREEMENT THAT IS AN "INSURED CONTRACT", AND PROVIDED THAT THE "BODILY INJURY", "PROPERTY DAMAGE" OR "PERSONAL AND ADVERTISING INJURY" FIRST OCCURS SUBSEQUENT TO THE EXECUTION OF THE CONTRACT OR AGREEMENT.</p>	<p>ALL LOCATIONS OTHERWISE COVERED BY THIS INSURANCE</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>	

- A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
1. Your acts or omissions; or
  2. The acts or omissions of those acting on your behalf;
- in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.
- B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

- This insurance does not apply to "bodily injury" or "property damage" occurring after:
1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
  2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **EXCLUSION – DESIGNATED OPERATIONS COVERED BY A CONSOLIDATED (WRAP-UP) INSURANCE PROGRAM**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

#### **Description and Location of Operation(s):**

ALL PROJECTS COVERED UNDER CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS

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

The following exclusion is added to paragraph 2., Exclusions of COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I – Coverages):

This insurance does not apply to "bodily injury" or "property damage" arising out of either your ongoing operations or operations included within the "products-completed operations hazard" at the location described in the Schedule of this endorsement, as a consolidated (wrap-up) insurance program has been provided by the prime contractor/project manager or owner of the construction project in which you are involved.

This exclusion applies whether or not the consolidated (wrap-up) insurance program:

- (1) Provides coverage identical to that provided by this Coverage Part;
- (2) Has limits adequate to cover all claims; or
- (3) Remains in effect.

**FAITHFUL PERFORMANCE BOND**

**LANDSCAPE MAINTENANCE OF THE COMMON AREAS WITHIN  
INDIVIDUAL HOMEOWNER ASSOCIATIONS AND COMMON BENEFIT AREAS  
WITHIN LANDSCAPE MAINTENANCE DISTRICT 22  
IN THE CITY OF CALABASAS, CALIFORNIA**

KNOW ALL MEN BY THESE PRESENTS that Venco Western, Inc., as CONTRACTOR and Arch Insurance Company, a SURETY, are held and firmly bound unto the City of Calabasas, as AGENCY, in the penal sum of Six hundred sixty nine thousand six hundred sixty Dollars (\$ 669,660.00-- ), which is one hundred percent (100%) of the total contract amount for the above stated project, for the payment of which sum, CONTRACTOR and SURETY agree to be bound, jointly and severally, firmly by these presents.

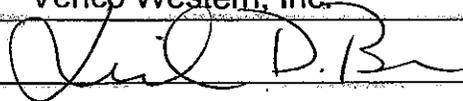
THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, whereas CONTRACTOR has been awarded and is about to enter into the annexed Contract Agreement with AGENCY for the above stated project, if CONTRACTOR faithfully performs and fulfills all obligations under the contract documents in the manner and time specified therein, then this obligation shall be null and void, otherwise it shall remain in full force and effect in favor of AGENCY, provided that any alterations in the obligations or time for completion made pursuant to the terms of the contract documents shall not in any way release either CONTRACTOR or SURETY, and notice of such alterations is hereby waived by SURETY. In case suit is brought upon this bond the said SURETY will pay a reasonable attorney's fee to the AGENCY in an amount to be fixed by the court.

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals this 20th day of February, 2009

CONTRACTOR\*

Venco Western, Inc.

By:



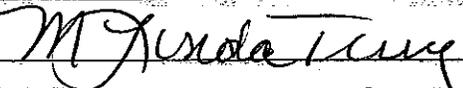
2400 Eastman Avenue, Oxnard, CA 93030 805-981-2400

SURETY\*

Arch Insurance Company

369 S. Fair Oaks Avenue, Pasadena, CA 91105 626-683-4991

By:



M. Linda Terry, Attorney-in-fact 196 S. Fir #300, Ventura, CA 93002 805-585-6100

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

Subscribed and sworn to this \_\_\_ day of \_\_\_\_\_, 20\_\_

NOTARY PUBLIC \_\_\_\_\_ (SEAL)

(EXECUTE IN DUPLICATE)

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT**

State of: California  
County of Ventura

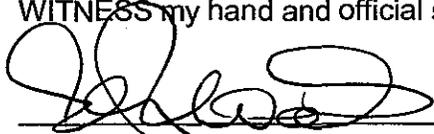
On 2/20/2009 before me, Shirley Rhoads, Notary Public,

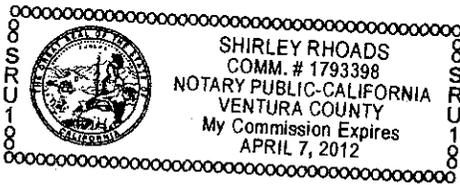
personally appeared M. Linda Terry,

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

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

WITNESS my hand and official seal.

  
\_\_\_\_\_  
Signature of Notary Public



**OPTIONAL**

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

**CAPACITY CLAIMED BY SIGNER**

**DESCRIPTION OF ATTACHED DOCUMENT**

- INDIVIDUAL
- CORPORATE OFFICER

TITLES(S)

TITLE OR TYPE OF DOCUMENT

- PARTNERS  LIMITED
- GENERAL

NUMBER OF PAGES

- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER

DATE OF DOCUMENT

**SIGNER IS REPRESENTING:**  
NAME OF PERSON(S) OR ENTITY(IES)

SIGNER(S) OTHER THAN NAMED ABOVE

Executed in duplicate

Bond No. SU1100699

Premium included in Performance Bond

Term: 2/23/09 - 2/23/10

Must be renewed by Continuation Certificate

**PAYMENT BOND**

**LANDSCAPE MAINTENANCE OF THE COMMON AREAS WITHIN  
INDIVIDUAL HOMEOWNER ASSOCIATIONS AND COMMON BENEFIT AREAS  
WITHIN LANDSCAPE MAINTENANCE DISTRICT 22  
IN THE CITY OF CALABASAS, CALIFORNIA**

WHEREAS, the City of Calabasas, as AGENCY has awarded to, as <sup>Venco Western, Inc.</sup> CONTRACTOR, a contract for the above stated project.

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

NOW THEREFORE, we, the undersigned CONTRACTOR and SURETY, are held and firmly bound unto AGENCY in the sum of (\$669,660.00—) which is one hundred percent (100%) of the total contract amount for the above stated project, for which payment well and truly to be made we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

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

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

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

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals this <sup>20th</sup> day of February 2009.

Contractor\* Venco Western, Inc.

Surety\* By: \_\_\_\_\_

Arch Insurance Company

By: M. Linda Terry  
M. Linda Terry, Attorney-in-fact

See Performance Bond

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

Subscribed and sworn to this \_\_\_ day of \_\_\_\_\_, 20\_\_.

NOTARY PUBLIC \_\_\_\_\_ (SEAL)

(EXECUTE IN DUPLICATE)

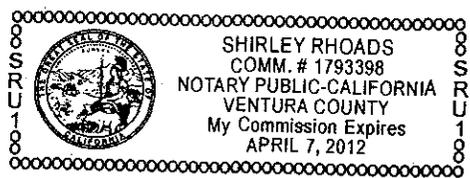
**CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT**

State of: California  
County of Ventura

On 2/20/2009 before me, Shirley Rhoads, Notary Public,  
personally appeared M. Linda Terry,

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

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



WITNESS my hand and official seal.  
  
Signature of Notary Public

**OPTIONAL**

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

**CAPACITY CLAIMED BY SIGNER**

**DESCRIPTION OF ATTACHED DOCUMENT**

- INDIVIDUAL
- CORPORATE OFFICER

- \_\_\_\_\_  
TITLES(S)
- PARTNERS     LIMITED
  - GENERAL
  - ATTORNEY-IN-FACT
  - TRUSTEE(S)
  - GUARDIAN/CONSERVATOR
  - OTHER

\_\_\_\_\_  
TITLE OR TYPE OF DOCUMENT

\_\_\_\_\_  
NUMBER OF PAGES

\_\_\_\_\_  
DATE OF DOCUMENT

**SIGNER IS REPRESENTING:**  
NAME OF PERSON(S) OR ENTITY(IES)

\_\_\_\_\_

\_\_\_\_\_  
SIGNER(S) OTHER THAN NAMED ABOVE

## POWER OF ATTORNEY

Know All Men By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal office in Kansas City, Missouri (hereinafter referred to as the "Company") does hereby appoint

M. Linda Terry, Shirley Rhoads, Kip Keller and H. Randall Kinsling of Ventura, CA (EACH)

its true and lawful Attorney(s)-in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed:

Any and all bonds and undertakings

EXCEPTION: NO AUTHORITY is granted to make, execute, seal and deliver bonds or undertakings that guarantee the payment or collection of any promissory note, check, draft or letter of credit.

This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The Company may revoke this appointment at any time.

The execution of such bonds and undertakings in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office in Kansas City, Missouri.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on March 3, 2003, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings, obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on March 3, 2003:

VOTED, That the signature of the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on March 3, 2003, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company.



CITY of CALABASAS

June 24, 2009

Linda Burr, President  
Venco Western, Inc.  
2400 Eastman Avenue  
Oxnard, CA 93030

Dear Ms. Burr:

Enclosed please find one fully executed original each of the six Capital Improvement Project Contract Agreements entered into by and between the City of Calabasas and Venco Western, Inc.

If you have any questions, please contact the City Clerk's Office.

Sincerely,

Susan Koepp  
Executive Assistant  
Administrative Services

Enclosure

# ARTICLES OF AGREEMENT

## COMMON AREA LANDSCAPE MAINTENANCE FOR SPECIFIED HOMEOWNER ASSOCIATIONS WITHIN LANDSCAPE LIGHTING ACT DISTRICT 22 IN THE CITY OF CALABASAS, CALIFORNIA, SPECIFICATION NO. 08-09-02, AGREEMENT IN THE CITY OF CALABASAS, CALIFORNIA

### CALABASAS PARK ESTATES HOMEOWNER ASSOCIATION

THIS COMMON AREA LANDSCAPE MAINTENANCE FOR SPECIFIED HOMEOWNER ASSOCIATIONS WITHIN LANDSCAPE LIGHTING ACT DISTRICT 22 IN THE CITY OF CALABASAS, CALIFORNIA, SPECIFICATION NO. 08-09-02, AGREEMENT ("AGREEMENT") is made and entered into for the above-stated project this 25th day of February, 2009, BY AND BETWEEN the City of Calabasas, a municipal corporation, hereafter designated as "AGENCY", and VENCO WESTERN, INC., a California corporation, hereafter designated as "CONTRACTOR."

WITNESSETH that AGENCY and CONTRACTOR have mutually agreed as follows:

#### **ARTICLE I: Contract Documents**

The contract documents for the **COMMON AREA LANDSCAPE MAINTENANCE FOR SPECIFIED HOMEOWNER ASSOCIATIONS WITHIN LANDSCAPE LIGHTING ACT DISTRICT 22 IN THE CITY OF CALABASAS, CALIFORNIA, SPECIFICATION NO. 08-09-02**, shall consist of the Notice Inviting Sealed Bids, Instructions To Bidders, Bid Proposal, Bid Schedule, Standard Specifications, Special Provisions, and all referenced specifications, details, standard drawings, and appendices; together with two (2) signed copies of the AGREEMENT, two (2) signed copies of required bonds; one (1) copy of the insurance certificates, permits, notices, and affidavits; and also including any and all addenda or supplemental agreements clarifying, amending, or extending the work contemplated as may be required to insure its completion in an acceptable manner (collectively referred to herein as the "Contract Documents"). All of the provisions of the Contract Documents are made a part hereof as though fully set forth herein.

#### **ARTICLE II: Scope of Work**

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

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

In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to this AGREEMENT, CONTRACTOR offers and agrees to assign to the awarding

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

### **ARTICLE III: Compensation**

A. CONTRACTOR agrees to receive and accept the prices set forth in the Bid Proposal, Bid Schedule, and Unit Price List (or as full compensation for furnishing all materials, performing all work, and fulfilling all obligations hereunder.

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

B. This AGREEMENT is subject to the provisions of Article 1.7 (commencing at Section 20104.50) of Division 2, Part 3 of the Public Contract Code regarding prompt payment of contractors by local governments. Article 1.7 mandates certain procedures for the payment of undisputed and properly submitted payment requests within 30 days after receipt, for the review of payment requests, for notice to 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.

C. At the request and expense of CONTRACTOR, securities equivalent to the amount withheld shall be deposited with AGENCY, or with a state or federally chartered bank in this state as the escrow agent, who shall then pay those moneys to CONTRACTOR. Upon satisfactory completion of this AGREEMENT, the securities shall be returned to CONTRACTOR.

At any time during the term of this AGREEMENT CONTRACTOR may, at its own expense, substitute securities for funds otherwise withheld as retention (or the retained percentage) in accordance with Public Contract Code § 22300.

### **ARTICLE IV: Labor Code**

AGENCY and CONTRACTOR acknowledge that this AGREEMENT is subject to the provisions of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code relating to public works and public agencies and agree to be bound by all the provisions thereof as though set forth fully herein. Full compensation for conforming to the requirements of the Labor Code and with other Federal, State and local laws related to labor, and

rules, regulations and ordinances which apply to any work performed pursuant to this AGREEMENT shall be considered as included in the price for all contract items of work involved.

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

A. The CONTRACTOR shall pay the prevailing wage rates for all work performed under the AGREEMENT. When any craft or classification is omitted from the general prevailing wage determinations, the CONTRACTOR shall pay the wage rate of the craft or classification most closely related to the omitted classification. The CONTRACTOR shall forfeit as a penalty to 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 CONTRACTOR or by any Subcontract under CONTRACTOR 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 CONTRACTOR.

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

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

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

CONTRACTOR shall strictly adhere to the provisions of the Labor Code regarding the 8-hour day and the 40-hour week, overtime, Saturday, Sunday and holiday work and nondiscrimination on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex or sexual orientation, except as provided in Section 12940 of the Government Code. Pursuant to the provisions of the Labor Code, eight hours' labor shall constitute a legal day's work. Work performed by CONTRACTOR's employees in excess of eight hours per day, and 40 hours during any one week, must include compensation for all hours worked in excess of eight hours per day, or 40 hours during any one

week, at not less than one and one-half times the basic rate of pay. CONTRACTOR shall forfeit as a penalty to City \$25.00 or any greater penalty set forth in the Labor Code for each worker employed in the execution of the work by CONTRACTOR or by any Subcontractor of CONTRACTOR, for each Calendar Day during which such worker is required or permitted to the work more than eight hours in one Calendar Day or more than 40 hours in any one calendar week in violation of the provisions of the Labor Code.

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

#### **ARTICLE V: Work Site Conditions**

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

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

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

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

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

(2) Subsurface or latent physical conditions at the site differing from those indicated by all available information provided prior to the deadline for submission of bids.

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

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

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

#### **ARTICLE VI: Insurance**

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

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

CONTRACTOR shall take out and maintain, during the life of this contract, Worker's Compensation Insurance for all of CONTRACTOR's employees employed at the site of improvement; and, if any work is sublet, CONTRACTOR shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees, unless such employees are covered by the protection afforded by CONTRACTOR. CONTRACTOR and any of CONTRACTOR's subcontractors shall be required to provide 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 AGREEMENT at the site of the Project is not protected under any Worker's Compensation law, CONTRACTOR shall provide and shall cause each subcontractor to provide adequate insurance for the protection of employees not otherwise protected. CONTRACTOR shall indemnify and hold harmless City for any damage resulting from failure of either CONTRACTOR or any subcontractor to take out or maintain such insurance.

**ARTICLE VII: Indemnification**

To the fullest extent permitted by law, CONTRACTOR shall, at its sole cost and expense, fully defend, indemnify and hold harmless AGENCY, its authorized representatives and their respective subsidiaries, affiliates, members, directors, officers, employees and agents, Landscape Maintenance District No. 22, and Landscape Lighting Act District No. 22 (collectively, the "Indemnitees") from and against any and all claims, actions, demands, costs, judgments, liens, penalties, liabilities, damages, losses, and expenses, including but not limited to any fees of accountants, attorneys or other professionals (collectively "Liabilities"), arising out of, in connection with, resulting from or related to, any act, omission, fault or negligence of CONTRACTOR, CONTRACTOR's Representative, or any of its officers, agents, employees, Subcontractors or Suppliers, or any person or organization directly or indirectly employed by any of them (Collectively, the "Indemnitors"), in connection with or relating to or claimed to be in connection with or relating to the work performed under this AGREEMENT.

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

**ARTICLE VIII: Binding Affect**

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

**ARTICLE IX: Dispute Resolution**

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

B. The deletion of this paragraph was approved by the Public Works and Finance Directors.

C. This AGREEMENT is further subject to the provisions of Article 1.5 (commencing at Section 20104) of Division 2, Part 3 of the Public Contract Code regarding the resolution of public works claims of less than \$375,000. Article 1.5 mandates certain procedures for the filing

of claims and supporting documentation by 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.

**ARTICLE X: Independent Contractor**

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

**ARTICLE XI: Taxes**

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

**ARTICLE XII: Notices**

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

CITY: Robert Yalda  
Director of Public Works

CONTRACTOR: Linda Burr  
President

CITY OF CALABASAS  
100 Civic Center Way  
Calabasas, CA 91302-3172

VENCO WESTERN, INC.  
2400 Eastman Avenue  
Oxnard, CA 93030

**ARTICLE XIII: Entire Agreement**

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

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

**ARTICLE XIV: Authority To Contract**

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

**ARTICLE XV: General Provisions**

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

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

C. The captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph 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).

D. The waiver by AGENCY 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.

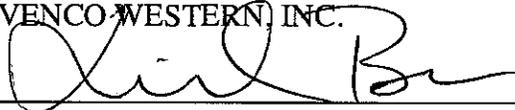
E. Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance of the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any of all of such other rights, powers or remedies. In the event legal action shall be necessary to enforce any term, covenant or condition herein contained, the party prevailing in such action, whether reduced to judgment or not, shall be entitled to its reasonable court costs, including accountants' fees, if any, and attorneys' fees

expended in such action. The venue for any litigation shall be Los Angeles County, California. This Agreement shall be governed and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF the parties hereto for themselves, their heirs, executors, administrators, successors, and assigns do hereby agree to the full performance of the covenants herein contained and have caused this AGREEMENT to be executed in duplicate by setting hereunto their names, titles, hands, and seals this **25th day of February, 2009.**

CONTRACTOR:

VENCO WESTERN, INC.

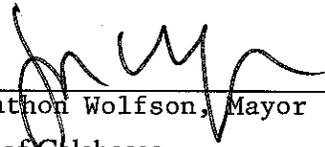


Linda Burr, President  
Contractor's License No. 562295

Subscribed and sworn to this 11<sup>TH</sup> day of JUNE, 2009.

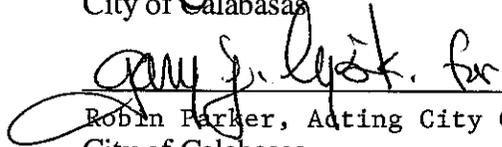
NOTARY PUBLIC \_\_\_\_\_ (SEAL)

AGENCY:

  
\_\_\_\_\_  
Jonathon Wolfson, Mayor  
City of Calabasas

6/22/09  
Date

ATTESTED:

  
\_\_\_\_\_  
Robin Parker, Acting City Clerk  
City of Calabasas

6/23/09  
Date

APPROVED AS  
TO FORM:

  
\_\_\_\_\_  
Daniel A. Ballin, City Attorney  
City of Calabasas

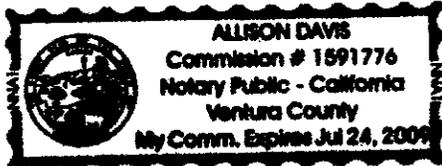
6/18/09  
Date

**( EXECUTE IN DUPLICATE )**

State of California  
County of VENTURA

Subscribed and sworn to (or affirmed) before me on this 11TH  
day of JUNE, 2009, by LINDA BARR

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



(Seal)

Signature Allison Davis

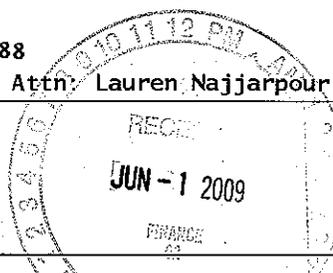
# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
05/26/2009

PRODUCER (805)585-6156 FAX (805)585-6256  
 TWIW Insurance Services, LLC - Lic #0E52073  
 Tolman & Wiker Insurance  
 196 S. Fir St., P.O. Box 1388  
 Ventura, CA 93002-1388 Attn: Lauren Najjarpour

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED  
 Venco Western, Inc.  
 2400 Eastman  
 Oxnard, CA 93030



INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Admiral Insurance Company	24856
INSURER B: American States Insurance Co	19704A
INSURER C: RSUI Indemnity Company	22314
INSURER D: Pennsylvania Manuf Assoc Ins	12262
INSURER E:	

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY* <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR EXCLUDES ALL WRAP/OCIP WORK GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	CA000006515-05	02/01/2009	02/01/2010	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ Exc 1 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	01CG451837-7	02/01/2009	02/01/2010	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY EA ACC AGG \$
C		EXCESS UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$	NHN223654	04/09/2009	02/01/2010	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
D		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	PMAIWC104019100	12/26/2008	12/26/2009	<input checked="" type="checkbox"/> WC STATUTORY LIMITS E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B		OTHER Excess Auto Liability	01XS155861-10	02/01/2009	02/01/2010	Each Occurrence: \$1,000,000 Aggregate: \$1,000,000 Retention: \$10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
 GL: Certificate Holder, its Officials, Employees & Agents, Landscape Maintenance District No. 22 (LMD 22), Landscape Lighting Act District No. 22 (LLAD 22) & Calabasas Park Estates are Additional Insureds as respects Landscape Maintenance for the City of Calabasas per attached form CG20100704 as required by written contract.  
 \*Excludes all WRAP/OCIP Work per attached form CG21540196. \*10 Days for Non-Payment of Premium.

CERTIFICATE HOLDER	CANCELLATION
City of Calabasas 100 Civic Center Way Calabasas, CA 91302	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30*</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE Jeffrey Dodds/LEN

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
ANY PERSON OR ORGANIZATION THAT IS AN OWNER OF REAL PROPERTY OR PERSONAL PROPERTY ON WHICH YOU ARE PERFORMING ONGOING OPERATIONS, OR A CONTRACTOR ON WHOSE BEHALF YOU ARE PERFORMING ONGOING OPERATIONS, BUT ONLY IF COVERAGE AS AN ADDITIONAL INSURED IS REQUIRED BY A WRITTEN CONTRACT OR WRITTEN AGREEMENT THAT IS AN "INSURED CONTRACT", AND PROVIDED THAT THE "BODILY INJURY", "PROPERTY DAMAGE" OR "PERSONAL AND ADVERTISING INJURY" FIRST OCCURS SUBSEQUENT TO THE EXECUTION OF THE CONTRACT OR AGREEMENT.	ALL LOCATIONS OTHERWISE COVERED BY THIS INSURANCE
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
  2. The acts or omissions of those acting on your behalf;
- in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## EXCLUSION – DESIGNATED OPERATIONS COVERED BY A CONSOLIDATED (WRAP-UP) INSURANCE PROGRAM

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

**Description and Location of Operation(s):**

ALL PROJECTS COVERED UNDER CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS

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

The following exclusion is added to paragraph 2., Exclusions of COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I – Coverages):

This insurance does not apply to "bodily injury" or "property damage" arising out of either your ongoing operations or operations included within the "products-completed operations hazard" at the location described in the Schedule of this endorsement, as a consolidated (wrap-up) insurance program has been provided by the prime contractor/project manager or owner of the construction project in which you are involved.

This exclusion applies whether or not the consolidated (wrap-up) insurance program:

- (1) Provides coverage identical to that provided by this Coverage Part;
- (2) Has limits adequate to cover all claims; or
- (3) Remains in effect.

**FAITHFUL PERFORMANCE BOND**

**LANDSCAPE MAINTENANCE OF THE COMMON AREAS WITHIN  
INDIVIDUAL HOMEOWNER ASSOCIATIONS AND COMMON BENEFIT AREAS  
WITHIN LANDSCAPE MAINTENANCE DISTRICT 22  
IN THE CITY OF CALABASAS, CALIFORNIA**

KNOW ALL MEN BY THESE PRESENTS that Venco Western, Inc., as CONTRACTOR and Arch Insurance Company, a SURETY, are held and firmly bound unto the City of Calabasas, as AGENCY, in the penal sum of Six hundred sixty nine thousand six hundred sixty Dollars (\$ 669,660.00— ), which is one hundred percent (100%) of the total contract amount for the above stated project, for the payment of which sum, CONTRACTOR and SURETY agree to be bound, jointly and severally, firmly by these presents.

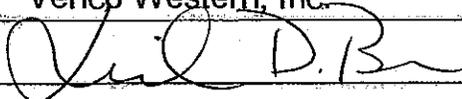
THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, whereas CONTRACTOR has been awarded and is about to enter into the annexed Contract Agreement with AGENCY for the above stated project, if CONTRACTOR faithfully performs and fulfills all obligations under the contract documents in the manner and time specified therein, then this obligation shall be null and void, otherwise it shall remain in full force and effect in favor of AGENCY; provided that any alterations in the obligations or time for completion made pursuant to the terms of the contract documents shall not in any way release either CONTRACTOR or SURETY, and notice of such alterations is hereby waived by SURETY. In case suit is brought upon this bond the said SURETY will pay a reasonable attorney's fee to the AGENCY in an amount to be fixed by the court.

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals this 20th day of February, 2009

CONTRACTOR\*

Venco Western, Inc.

By:



2400 Eastman Avenue, Oxnard, CA 93030 805-981-2400

SURETY\*

Arch Insurance Company

369 S. Fair Oaks Avenue, Pasadena, CA 91105 626-683-4991

By:



M. Linda Terry, Attorney-in-fact 196 S. Fir #300, Ventura, CA 93002 805-585-6100

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

Subscribed and sworn to this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

NOTARY PUBLIC \_\_\_\_\_ (SEAL)

(EXECUTE IN DUPLICATE)

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT**

State of: California  
 County of Ventura

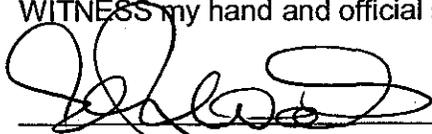
On 2/20/2009 before me, Shirley Rhoads, Notary Public,

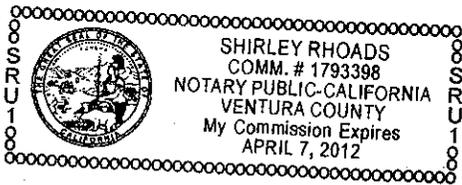
personally appeared M. Linda Terry,

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

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

WITNESS my hand and official seal.

  
 Signature of Notary Public



**OPTIONAL**

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

**CAPACITY CLAIMED BY SIGNER**

**DESCRIPTION OF ATTACHED DOCUMENT**

- INDIVIDUAL
- CORPORATE OFFICER

**TITLES(S)**

**TITLE OR TYPE OF DOCUMENT**

- PARTNERS  LIMITED
- GENERAL

**NUMBER OF PAGES**

- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER

**DATE OF DOCUMENT**

**SIGNER IS REPRESENTING:**  
 NAME OF PERSON(S) OR ENTITY(IES)

**SIGNER(S) OTHER THAN NAMED ABOVE**

**PAYMENT BOND**

**LANDSCAPE MAINTENANCE OF THE COMMON AREAS WITHIN  
INDIVIDUAL HOMEOWNER ASSOCIATIONS AND COMMON BENEFIT AREAS  
WITHIN LANDSCAPE MAINTENANCE DISTRICT 22  
IN THE CITY OF CALABASAS, CALIFORNIA**

WHEREAS, the City of Calabasas, as AGENCY has awarded to, as <sup>Venco Western, Inc.</sup> CONTRACTOR, a contract for the above stated project.

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

NOW THEREFORE, we, the undersigned CONTRACTOR and SURETY, are held and firmly bound unto AGENCY in the sum of (\$669,660.00-- ) which is one hundred percent (100%) of the total contract amount for the above stated project, for which payment well and truly to be made we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

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

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

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

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals this <sup>20th</sup> day of February 2009.

Contractor\* Venco Western, Inc.

Surety\* By:

Arch Insurance Company

By: *M. Linda Terry*

See Performance Bond

M. Linda Terry, Attorney-in-fact

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

Subscribed and sworn to this \_\_\_ day of \_\_\_\_\_, 20\_\_.

NOTARY PUBLIC \_\_\_\_\_ (SEAL)

(EXECUTE IN DUPLICATE)

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT**

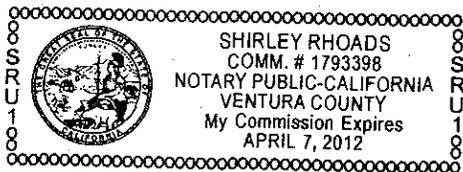
State of: California  
County of Ventura

On 2/20/2009 before me, Shirley Rhoads, Notary Public,

personally appeared M. Linda Terry,

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

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



WITNESS my hand and official seal.

*[Handwritten Signature]*  
Signature of Notary Public

**OPTIONAL**

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

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- INDIVIDUAL
- CORPORATE OFFICER

TITLES(S)

TITLE OR TYPE OF DOCUMENT

- PARTNERS
- LIMITED
- GENERAL

NUMBER OF PAGES

- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER

DATE OF DOCUMENT

**SIGNER IS REPRESENTING:**  
NAME OF PERSON(S) OR ENTITY(IES)

SIGNER(S) OTHER THAN NAMED ABOVE

## POWER OF ATTORNEY

Know All Men By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal office in Kansas City, Missouri (hereinafter referred to as the "Company") does hereby appoint

M. Linda Terry, Shirley Rhoads, Kip Keller and H. Randall Kinsling of Ventura, CA (EACH)

its true and lawful Attorney(s)-in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed:

Any and all bonds and undertakings

EXCEPTION: NO AUTHORITY is granted to make, execute, seal and deliver bonds or undertakings that guarantee the payment or collection of any promissory note, check, draft or letter of credit.

This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The Company may revoke this appointment at any time.

The execution of such bonds and undertakings in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office in Kansas City, Missouri.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on March 3, 2003, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings, obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on March 3, 2003:

VOTED, That the signature of the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on March 3, 2003, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company.



CITY of CALABASAS

June 24, 2009

Linda Burr, President  
Venco Western, Inc.  
2400 Eastman Avenue  
Oxnard, CA 93030

Dear Ms. Burr:

Enclosed please find one fully executed original each of the six Capital Improvement Project Contract Agreements entered into by and between the City of Calabasas and Venco Western, Inc.

If you have any questions, please contact the City Clerk's Office.

Sincerely,

Susan Koeppe  
Executive Assistant  
Administrative Services

Enclosure

# ARTICLES OF AGREEMENT

## COMMON AREA LANDSCAPE MAINTENANCE FOR SPECIFIED HOMEOWNER ASSOCIATIONS WITHIN LANDSCAPE LIGHTING ACT DISTRICT 22 IN THE CITY OF CALABASAS, CALIFORNIA, SPECIFICATION NO. 08-09-02, AGREEMENT IN THE CITY OF CALABASAS, CALIFORNIA

### CLAIRIDGE HOMEOWNERS ASSOCIATION

THIS COMMON AREA LANDSCAPE MAINTENANCE FOR SPECIFIED HOMEOWNER ASSOCIATIONS WITHIN LANDSCAPE LIGHTING ACT DISTRICT 22 IN THE CITY OF CALABASAS, CALIFORNIA, SPECIFICATION NO. 08-09-02, AGREEMENT ("AGREEMENT") is made and entered into for the above-stated project this 25th day of February, 2009, BY AND BETWEEN the City of Calabasas, a municipal corporation, hereafter designated as "AGENCY", and VENCO WESTERN, INC., a California corporation, hereafter designated as "CONTRACTOR."

WITNESSETH that AGENCY and CONTRACTOR have mutually agreed as follows:

#### **ARTICLE I: Contract Documents**

The contract documents for the COMMON AREA LANDSCAPE MAINTENANCE FOR SPECIFIED HOMEOWNER ASSOCIATIONS WITHIN LANDSCAPE LIGHTING ACT DISTRICT 22 IN THE CITY OF CALABASAS, CALIFORNIA, SPECIFICATION NO. 08-09-02, shall consist of the Notice Inviting Sealed Bids, Instructions To Bidders, Bid Proposal, Bid Schedule, Standard Specifications, Special Provisions, and all referenced specifications, details, standard drawings, and appendices; together with two (2) signed copies of the AGREEMENT, two (2) signed copies of required bonds; one (1) copy of the insurance certificates, permits, notices, and affidavits; and also including any and all addenda or supplemental agreements clarifying, amending, or extending the work contemplated as may be required to insure its completion in an acceptable manner (collectively referred to herein as the "Contract Documents"). All of the provisions of the Contract Documents are made a part hereof as though fully set forth herein.

#### **ARTICLE II: Scope of Work**

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

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

In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to this AGREEMENT, CONTRACTOR offers and agrees to assign to the awarding

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

### **ARTICLE III: Compensation**

A. CONTRACTOR agrees to receive and accept the prices set forth in the Bid Proposal, Bid Schedule, and Unit Price List (or as full compensation for furnishing all materials, performing all work, and fulfilling all obligations hereunder.

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

B. This AGREEMENT is subject to the provisions of Article 1.7 (commencing at Section 20104.50) of Division 2, Part 3 of the Public Contract Code regarding prompt payment of contractors by local governments. Article 1.7 mandates certain procedures for the payment of undisputed and properly submitted payment requests within 30 days after receipt, for the review of payment requests, for notice to 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.

C. At the request and expense of CONTRACTOR, securities equivalent to the amount withheld shall be deposited with AGENCY, or with a state or federally chartered bank in this state as the escrow agent, who shall then pay those moneys to CONTRACTOR. Upon satisfactory completion of this AGREEMENT, the securities shall be returned to CONTRACTOR.

At any time during the term of this AGREEMENT CONTRACTOR may, at its own expense, substitute securities for funds otherwise withheld as retention (or the retained percentage) in accordance with Public Contract Code § 22300.

### **ARTICLE IV: Labor Code**

AGENCY and CONTRACTOR acknowledge that this AGREEMENT is subject to the provisions of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code relating to public works and public agencies and agree to be bound by all the provisions thereof as though set forth fully herein. Full compensation for conforming to the requirements of the Labor Code and with other Federal, State and local laws related to labor, and

rules, regulations and ordinances which apply to any work performed pursuant to this AGREEMENT shall be considered as included in the price for all contract items of work involved.

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

A. The CONTRACTOR shall pay the prevailing wage rates for all work performed under the AGREEMENT. When any craft or classification is omitted from the general prevailing wage determinations, the CONTRACTOR shall pay the wage rate of the craft or classification most closely related to the omitted classification. The CONTRACTOR shall forfeit as a penalty to 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 CONTRACTOR or by any Subcontract under CONTRACTOR 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 CONTRACTOR.

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

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

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

CONTRACTOR shall strictly adhere to the provisions of the Labor Code regarding the 8-hour day and the 40-hour week, overtime, Saturday, Sunday and holiday work and nondiscrimination on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex or sexual orientation, except as provided in Section 12940 of the Government Code. Pursuant to the provisions of the Labor Code, eight hours' labor shall constitute a legal day's work. Work performed by CONTRACTOR's employees in excess of eight hours per day, and 40 hours during any one week, must include compensation for all hours worked in excess of eight hours per day, or 40 hours during any one

week, at not less than one and one-half times the basic rate of pay. CONTRACTOR shall forfeit as a penalty to City \$25.00 or any greater penalty set forth in the Labor Code for each worker employed in the execution of the work by CONTRACTOR or by any Subcontractor of CONTRACTOR, for each Calendar Day during which such worker is required or permitted to the work more than eight hours in one Calendar Day or more than 40 hours in any one calendar week in violation of the provisions of the Labor Code.

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

#### **ARTICLE V: Work Site Conditions**

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

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

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

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

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

(2) Subsurface or latent physical conditions at the site differing from those indicated by all available information provided prior to the deadline for submission of bids.

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

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

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

#### **ARTICLE VI: Insurance**

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

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

CONTRACTOR shall take out and maintain, during the life of this contract, Worker's Compensation Insurance for all of CONTRACTOR's employees employed at the site of improvement; and, if any work is sublet, CONTRACTOR shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees, unless such employees are covered by the protection afforded by CONTRACTOR. CONTRACTOR and any of CONTRACTOR's subcontractors shall be required to provide 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 AGREEMENT at the site of the Project is not protected under any Worker's Compensation law, CONTRACTOR shall provide and shall cause each subcontractor to provide adequate insurance for the protection of employees not otherwise protected. CONTRACTOR shall indemnify and hold harmless City for any damage resulting from failure of either CONTRACTOR or any subcontractor to take out or maintain such insurance.

## **ARTICLE VII: Indemnification**

To the fullest extent permitted by law, CONTRACTOR shall, at its sole cost and expense, fully defend, indemnify and hold harmless AGENCY, its authorized representatives and their respective subsidiaries, affiliates, members, directors, officers, employees and agents, Landscape Maintenance District No. 22, and Landscape Lighting Act District No. 22 (collectively, the "Indemnitees") from and against any and all claims, actions, demands, costs, judgments, liens, penalties, liabilities, damages, losses, and expenses, including but not limited to any fees of accountants, attorneys or other professionals (collectively "Liabilities"), arising out of, in connection with, resulting from or related to, any act, omission, fault or negligence of CONTRACTOR, CONTRACTOR's Representative, or any of its officers, agents, employees, Subcontractors or Suppliers, or any person or organization directly or indirectly employed by any of them (Collectively, the "Indemnitors"), in connection with or relating to or claimed to be in connection with or relating to the work performed under this AGREEMENT.

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

## **ARTICLE VIII: Binding Affect**

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

## **ARTICLE IX: Dispute Resolution**

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

B. The deletion of this paragraph was approved by the Public Works and Finance Directors.

C. This AGREEMENT is further subject to the provisions of Article 1.5 (commencing at Section 20104) of Division 2, Part 3 of the Public Contract Code regarding the resolution of public works claims of less than \$375,000. Article 1.5 mandates certain procedures for the filing

of claims and supporting documentation by 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.

**ARTICLE X: Independent Contractor**

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

**ARTICLE XI: Taxes**

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

**ARTICLE XII: Notices**

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

CITY: Robert Yalda  
Director of Public Works

CONTRACTOR: Linda Burr  
President

CITY OF CALABASAS  
100 Civic Center Way  
Calabasas, CA 91302-3172

VENCO WESTERN, INC.  
2400 Eastman Avenue  
Oxnard, CA 93030

**ARTICLE XIII: Entire Agreement**

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

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

**ARTICLE XIV: Authority To Contract**

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

**ARTICLE XV: General Provisions**

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

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

C. The captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph 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).

D. The waiver by AGENCY 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.

E. Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance of the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any of all of such other rights, powers or remedies. In the event legal action shall be necessary to enforce any term, covenant or condition herein contained, the party prevailing in such action, whether reduced to judgment or not, shall be entitled to its reasonable court costs, including accountants' fees, if any, and attorneys' fees

expended in such action. The venue for any litigation shall be Los Angeles County, California. This Agreement shall be governed and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF the parties hereto for themselves, their heirs, executors, administrators, successors, and assigns do hereby agree to the full performance of the covenants herein contained and have caused this AGREEMENT to be executed in duplicate by setting hereunto their names, titles, hands, and seals this **25th day of February, 2009.**

CONTRACTOR:

VENCO WESTERN, INC.



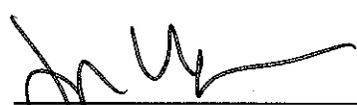
Linda Burr, President

Contractor's License No. 562295

Subscribed and sworn to this 11<sup>TH</sup> day of JUNE, 2009.

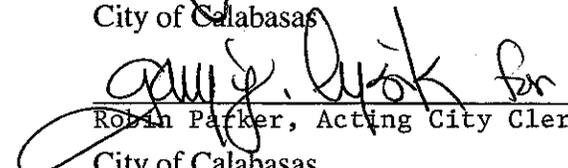
NOTARY PUBLIC \_\_\_\_\_ (SEAL)

AGENCY:

  
\_\_\_\_\_  
Jonathon Wolfson, Mayor  
City of Calabasas

6/22/09  
Date

ATTESTED:

  
\_\_\_\_\_  
Robin Parker, Acting City Clerk  
City of Calabasas

6/23/09  
Date

APPROVED AS  
TO FORM:

  
\_\_\_\_\_  
Daniel A. Ballin, City Attorney  
City of Calabasas

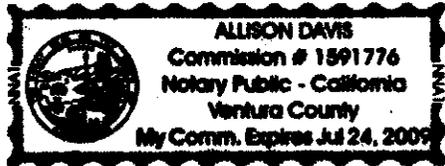
6/28/09  
Date

**(EXECUTE IN DUPLICATE)**

State of California  
County of VENTURA

Subscribed and sworn to (or affirmed) before me on this 11TH  
day of JUNE, 2009, by LINDA BARR

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



(Seal)

Signature Allison Davis

# ACORD CERTIFICATE OF LIABILITY INSURANCE

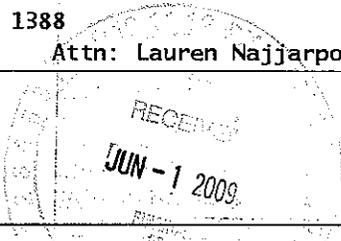
DATE (MM/DD/YYYY)  
05/26/2009

PRODUCER (805)585-6156 FAX (805)585-6256  
 TWIW Insurance Services, LLC - Lic #0E52073  
 Tolman & Wiker Insurance  
 196 S. Fir St., P.O. Box 1388  
 Ventura, CA 93002-1388 Attn: Lauren Najjarpour

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED  
 3 Venco Western Inc.  
 2400 Eastman  
 Oxnard, CA 93030

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Admiral Insurance Company	24856
INSURER B: American States Insurance Co	19704A
INSURER C: RSUI Indemnity Company	22314
INSURER D: Pennsylvania Manuf Assoc Ins	12262
INSURER E:	



## COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY* <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR EXCLUDES ALL WRAP/OCIP WORK GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	CA000006515-05	02/01/2009	02/01/2010	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ Exc1 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	01CG451837-7	02/01/2009	02/01/2010	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC AGG \$
C		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$	NHN223654	04/09/2009	02/01/2010	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
D		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	PMAIWC104019100	12/26/2008	12/26/2009	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B		OTHER Excess Auto Liability	01XS155861-10	02/01/2009	02/01/2010	Each Occurrence: \$1,000,000 Aggregate: \$1,000,000 Retention: \$10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
 GL: Certificate Holder, its Officials, Employees & Agents, Landscape Maintenance District No. 22 (LMD 22), Landscape Lighting Act District No. 22 (LLAD 22) & Clairidge are Additional Insureds as respects Landscape Maintenance for the City of Calabasas per attached form CG20100704 as required by written contract.  
 \*Excludes all WRAP/OCIP Work per attached form CG21540196. \*10 Days for Non-Payment of Premium.

CERTIFICATE HOLDER	CANCELLATION
City of Calabasas 100 Civic Center Way Calabasas, CA 91302	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30*</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPDSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE Jeffrey Dodds/LEN

Effective Date: 02/01/2009

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **EXCLUSION – DESIGNATED OPERATIONS COVERED BY A CONSOLIDATED (WRAP-UP) INSURANCE PROGRAM**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

#### **Description and Location of Operation(s):**

ALL PROJECTS COVERED UNDER CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS

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

The following exclusion is added to paragraph 2., Exclusions of COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I – Coverages):

This insurance does not apply to "bodily injury" or "property damage" arising out of either your ongoing operations or operations included within the "products-completed operations hazard" at the location described in the Schedule of this endorsement, as a consolidated (wrap-up) insurance program has been provided by the prime contractor/project manager or owner of the construction project in which you are involved.

This exclusion applies whether or not the consolidated (wrap-up) insurance program:

- (1) Provides coverage identical to that provided by this Coverage Part;
- (2) Has limits adequate to cover all claims; or
- (3) Remains in effect.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
<p>ANY PERSON OR ORGANIZATION THAT IS AN OWNER OF REAL PROPERTY OR PERSONAL PROPERTY ON WHICH YOU ARE PERFORMING ONGOING OPERATIONS, OR A CONTRACTOR ON WHOSE BEHALF YOU ARE PERFORMING ONGOING OPERATIONS, BUT ONLY IF COVERAGE AS AN ADDITIONAL INSURED IS REQUIRED BY A WRITTEN CONTRACT OR WRITTEN AGREEMENT THAT IS AN "INSURED CONTRACT", AND PROVIDED THAT THE "BODILY INJURY", "PROPERTY DAMAGE" OR "PERSONAL AND ADVERTISING INJURY" FIRST OCCURS SUBSEQUENT TO THE EXECUTION OF THE CONTRACT OR AGREEMENT.</p>	<p>ALL LOCATIONS OTHERWISE COVERED BY THIS INSURANCE</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>	

- A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
1. Your acts or omissions; or
  2. The acts or omissions of those acting on your behalf;
- in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.
- B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

- This insurance does not apply to "bodily injury" or "property damage" occurring after:
1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
  2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

**FAITHFUL PERFORMANCE BOND**

**LANDSCAPE MAINTENANCE OF THE COMMON AREAS WITHIN  
INDIVIDUAL HOMEOWNER ASSOCIATIONS AND COMMON BENEFIT AREAS  
WITHIN LANDSCAPE MAINTENANCE DISTRICT 22  
IN THE CITY OF CALABASAS, CALIFORNIA**

KNOW ALL MEN BY THESE PRESENTS that Venco Western, Inc., as CONTRACTOR and Arch Insurance Company, a SURETY, are held and firmly bound unto the City of Calabasas, as AGENCY, in the penal sum of Six hundred sixty nine thousand six hundred sixty Dollars (\$ 669,660.00— ), which is one hundred percent (100%) of the total contract amount for the above stated project, for the payment of which sum, CONTRACTOR and SURETY agree to be bound, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, whereas CONTRACTOR has been awarded and is about to enter into the annexed Contract Agreement with AGENCY for the above stated project, if CONTRACTOR faithfully performs and fulfills all obligations under the contract documents in the manner and time specified therein, then this obligation shall be null and void, otherwise it shall remain in full force and effect in favor of AGENCY; provided that any alterations in the obligations or time for completion made pursuant to the terms of the contract documents shall not in any way release either CONTRACTOR or SURETY, and notice of such alterations is hereby waived by SURETY. In case suit is brought upon this bond the said SURETY will pay a reasonable attorney's fee to the AGENCY in an amount to be fixed by the court.

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals this 20th day of February, 2009

CONTRACTOR\*

Venco Western, Inc.

By:

2400 Eastman Avenue, Oxnard, CA 93030 805-981-2400

SURETY\*

Arch Insurance Company

369 S. Fair Oaks Avenue, Pasadena, CA 91105 626-683-4991

By:

M. Linda Terry, Attorney-in-fact 196 S. Fir #300, Ventura, CA 93002 805-585-6100

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

Subscribed and sworn to this \_\_\_ day of \_\_\_\_\_, 20\_\_

NOTARY PUBLIC \_\_\_\_\_ (SEAL)

(EXECUTE IN DUPLICATE)

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT**

State of: California  
County of Ventura

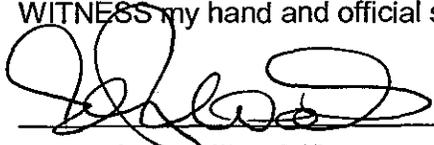
On 2/20/2009 before me, Shirley Rhoads, Notary Public,

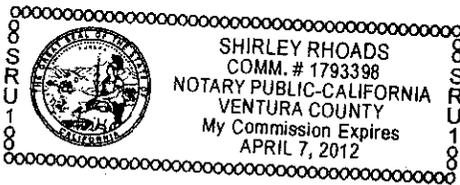
personally appeared M. Linda Terry,

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

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

WITNESS my hand and official seal.

  
\_\_\_\_\_  
Signature of Notary Public



**OPTIONAL**

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

**CAPACITY CLAIMED BY SIGNER**

**DESCRIPTION OF ATTACHED DOCUMENT**

- INDIVIDUAL
- CORPORATE OFFICER

TITLES(S)

TITLE OR TYPE OF DOCUMENT

- PARTNERS
- LIMITED
- GENERAL

NUMBER OF PAGES

- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER

DATE OF DOCUMENT

**SIGNER IS REPRESENTING:**  
NAME OF PERSON(S) OR ENTITY(IES)

SIGNER(S) OTHER THAN NAMED ABOVE

Executed in duplicate

Bond No. SU1100699

Premium included in Performance Bond

Term: 2/23/09 - 2/23/10

Must be renewed by Continuation Certificate

**PAYMENT BOND**

**LANDSCAPE MAINTENANCE OF THE COMMON AREAS WITHIN  
INDIVIDUAL HOMEOWNER ASSOCIATIONS AND COMMON BENEFIT AREAS  
WITHIN LANDSCAPE MAINTENANCE DISTRICT 22  
IN THE CITY OF CALABASAS, CALIFORNIA**

WHEREAS, the City of Calabasas, as AGENCY has awarded to, as <sup>Venco Western, Inc.</sup> CONTRACTOR, a contract for the above stated project.

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

NOW THEREFORE, we, the undersigned CONTRACTOR and SURETY, are held and firmly bound unto AGENCY in the sum of (\$669,660.00—) which is one hundred percent (100%) of the total contract amount for the above stated project, for which payment well and truly to be made we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

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

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

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

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals this <sup>20th</sup> day of February 2009.

Contractor\* Venco Western, Inc.

Surety\* By: \_\_\_\_\_

Arch Insurance Company

By: M. Linda Terry  
M. Linda Terry, Attorney-in-fact

See Performance Bond

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

Subscribed and sworn to this \_\_\_ day of \_\_\_\_\_, 20\_\_.

NOTARY PUBLIC \_\_\_\_\_ (SEAL)

(EXECUTE IN DUPLICATE)

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT**

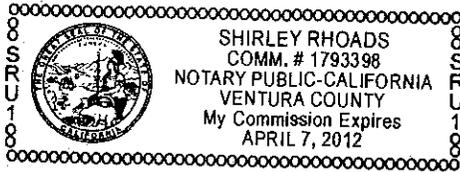
State of: California  
County of: Ventura

On 2/20/2009 before me, Shirley Rhoads, Notary Public,

personally appeared M. Linda Terry,

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

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



WITNESS my hand and official seal.

*[Handwritten Signature]*  
Signature of Notary Public

**OPTIONAL**

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

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- INDIVIDUAL
- CORPORATE OFFICER

TITLES(S)

TITLE OR TYPE OF DOCUMENT

- PARTNERS
- LIMITED
- GENERAL

NUMBER OF PAGES

- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER

DATE OF DOCUMENT

**SIGNER IS REPRESENTING:**  
NAME OF PERSON(S) OR ENTITY(IES)

SIGNER(S) OTHER THAN NAMED ABOVE

## POWER OF ATTORNEY

Know All Men By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal office in Kansas City, Missouri (hereinafter referred to as the "Company") does hereby appoint

M. Linda Terry, Shirley Rhoads, Kip Keller and H. Randall Kinsling of Ventura, CA (EACH)

its true and lawful Attorney(s)-in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed:

Any and all bonds and undertakings

EXCEPTION: NO AUTHORITY is granted to make, execute, seal and deliver bonds or undertakings that guarantee the payment or collection of any promissory note, check, draft or letter of credit.

This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The Company may revoke this appointment at any time.

The execution of such bonds and undertakings in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office in Kansas City, Missouri.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on March 3, 2003, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings, obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on March 3, 2003:

VOTED, That the signature of the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on March 3, 2003, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company.



CITY of CALABASAS

June 24, 2009

Linda Burr, President  
Venco Western, Inc.  
2400 Eastman Avenue  
Oxnard, CA 93030

Dear Ms. Burr:

Enclosed please find one fully executed original each of the six Capital Improvement Project Contract Agreements entered into by and between the City of Calabasas and Venco Western, Inc.

If you have any questions, please contact the City Clerk's Office.

Sincerely,

Susan Koeppe  
Executive Assistant  
Administrative Services

Enclosure

# ARTICLES OF AGREEMENT

## COMMON AREA LANDSCAPE MAINTENANCE FOR SPECIFIED HOMEOWNER ASSOCIATIONS WITHIN LANDSCAPE LIGHTING ACT DISTRICT 22 IN THE CITY OF CALABASAS, CALIFORNIA, SPECIFICATION NO. 08-09-02, AGREEMENT IN THE CITY OF CALABASAS, CALIFORNIA

### CALABASAS COUNTRY ESTATES HOMEOWNER ASSOCIATION

THIS COMMON AREA LANDSCAPE MAINTENANCE FOR SPECIFIED HOMEOWNER ASSOCIATIONS WITHIN LANDSCAPE LIGHTING ACT DISTRICT 22 IN THE CITY OF CALABASAS, CALIFORNIA, SPECIFICATION NO. 08-09-02, AGREEMENT ("AGREEMENT") is made and entered into for the above-stated project this 25th day of February, 2009, BY AND BETWEEN the City of Calabasas, a municipal corporation, hereafter designated as "AGENCY", and VENCO WESTERN, INC., a California corporation, hereafter designated as "CONTRACTOR."

WITNESSETH that AGENCY and CONTRACTOR have mutually agreed as follows:

#### **ARTICLE I: Contract Documents**

The contract documents for the **COMMON AREA LANDSCAPE MAINTENANCE FOR SPECIFIED HOMEOWNER ASSOCIATIONS WITHIN LANDSCAPE LIGHTING ACT DISTRICT 22 IN THE CITY OF CALABASAS, CALIFORNIA, SPECIFICATION NO. 08-09-02**, shall consist of the Notice Inviting Sealed Bids, Instructions To Bidders, Bid Proposal, Bid Schedule, Standard Specifications, Special Provisions, and all referenced specifications, details, standard drawings, and appendices; together with two (2) signed copies of the AGREEMENT, two (2) signed copies of required bonds; one (1) copy of the insurance certificates, permits, notices, and affidavits; and also including any and all addenda or supplemental agreements clarifying, amending, or extending the work contemplated as may be required to insure its completion in an acceptable manner (collectively referred to herein as the "Contract Documents"). All of the provisions of the Contract Documents are made a part hereof as though fully set forth herein.

#### **ARTICLE II: Scope of Work**

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

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

In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to this AGREEMENT, CONTRACTOR offers and agrees to assign to the awarding

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

### **ARTICLE III: Compensation**

A. CONTRACTOR agrees to receive and accept the prices set forth in the Bid Proposal, Bid Schedule, and Unit Price List (or as full compensation for furnishing all materials, performing all work, and fulfilling all obligations hereunder.

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

B. This AGREEMENT is subject to the provisions of Article 1.7 (commencing at Section 20104.50) of Division 2, Part 3 of the Public Contract Code regarding prompt payment of contractors by local governments. Article 1.7 mandates certain procedures for the payment of undisputed and properly submitted payment requests within 30 days after receipt, for the review of payment requests, for notice to 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.

C. At the request and expense of CONTRACTOR, securities equivalent to the amount withheld shall be deposited with AGENCY, or with a state or federally chartered bank in this state as the escrow agent, who shall then pay those moneys to CONTRACTOR. Upon satisfactory completion of this AGREEMENT, the securities shall be returned to CONTRACTOR.

At any time during the term of this AGREEMENT CONTRACTOR may, at its own expense, substitute securities for funds otherwise withheld as retention (or the retained percentage) in accordance with Public Contract Code § 22300.

### **ARTICLE IV: Labor Code**

AGENCY and CONTRACTOR acknowledge that this AGREEMENT is subject to the provisions of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code relating to public works and public agencies and agree to be bound by all the provisions thereof as though set forth fully herein. Full compensation for conforming to the requirements of the Labor Code and with other Federal, State and local laws related to labor, and

rules, regulations and ordinances which apply to any work performed pursuant to this AGREEMENT shall be considered as included in the price for all contract items of work involved.

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

A. The CONTRACTOR shall pay the prevailing wage rates for all work performed under the AGREEMENT. When any craft or classification is omitted from the general prevailing wage determinations, the CONTRACTOR shall pay the wage rate of the craft or classification most closely related to the omitted classification. The CONTRACTOR shall forfeit as a penalty to 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 CONTRACTOR or by any Subcontract under CONTRACTOR 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 CONTRACTOR.

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

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

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

CONTRACTOR shall strictly adhere to the provisions of the Labor Code regarding the 8-hour day and the 40-hour week, overtime, Saturday, Sunday and holiday work and nondiscrimination on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex or sexual orientation, except as provided in Section 12940 of the Government Code. Pursuant to the provisions of the Labor Code, eight hours' labor shall constitute a legal day's work. Work performed by CONTRACTOR's employees in excess of eight hours per day, and 40 hours during any one week, must include compensation for all hours worked in excess of eight hours per day, or 40 hours during any one

week, at not less than one and one-half times the basic rate of pay. CONTRACTOR shall forfeit as a penalty to City \$25.00 or any greater penalty set forth in the Labor Code for each worker employed in the execution of the work by CONTRACTOR or by any Subcontractor of CONTRACTOR, for each Calendar Day during which such worker is required or permitted to the work more than eight hours in one Calendar Day or more than 40 hours in any one calendar week in violation of the provisions of the Labor Code.

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

#### **ARTICLE V: Work Site Conditions**

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

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

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

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

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

(2) Subsurface or latent physical conditions at the site differing from those indicated by all available information provided prior to the deadline for submission of bids.

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

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

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

#### **ARTICLE VI: Insurance**

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

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

CONTRACTOR shall take out and maintain, during the life of this contract, Worker's Compensation Insurance for all of CONTRACTOR's employees employed at the site of improvement; and, if any work is sublet, CONTRACTOR shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees, unless such employees are covered by the protection afforded by CONTRACTOR. CONTRACTOR and any of CONTRACTOR's subcontractors shall be required to provide 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 AGREEMENT at the site of the Project is not protected under any Worker's Compensation law, CONTRACTOR shall provide and shall cause each subcontractor to provide adequate insurance for the protection of employees not otherwise protected. CONTRACTOR shall indemnify and hold harmless City for any damage resulting from failure of either CONTRACTOR or any subcontractor to take out or maintain such insurance.

## **ARTICLE VII: Indemnification**

To the fullest extent permitted by law, CONTRACTOR shall, at its sole cost and expense, fully defend, indemnify and hold harmless AGENCY, its authorized representatives and their respective subsidiaries, affiliates, members, directors, officers, employees and agents, Landscape Maintenance District No. 22, and Landscape Lighting Act District No. 22 (collectively, the "Indemnitees") from and against any and all claims, actions, demands, costs, judgments, liens, penalties, liabilities, damages, losses, and expenses, including but not limited to any fees of accountants, attorneys or other professionals (collectively "Liabilities"), arising out of, in connection with, resulting from or related to, any act, omission, fault or negligence of CONTRACTOR, CONTRACTOR's Representative, or any of its officers, agents, employees, Subcontractors or Suppliers, or any person or organization directly or indirectly employed by any of them (Collectively, the "Indemnitors"), in connection with or relating to or claimed to be in connection with or relating to the work performed under this AGREEMENT.

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

## **ARTICLE VIII: Binding Affect**

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

## **ARTICLE IX: Dispute Resolution**

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

B. The deletion of this paragraph was approved by the Public Works and Finance Directors.

C. This AGREEMENT is further subject to the provisions of Article 1.5 (commencing at Section 20104) of Division 2, Part 3 of the Public Contract Code regarding the resolution of public works claims of less than \$375,000. Article 1.5 mandates certain procedures for the filing

of claims and supporting documentation by 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.

#### **ARTICLE X: Independent Contractor**

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

#### **ARTICLE XI: Taxes**

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

#### **ARTICLE XII: Notices**

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

CITY: Robert Yalda  
Director of Public Works

CONTRACTOR: Linda Burr  
President

CITY OF CALABASAS  
100 Civic Center Way  
Calabasas, CA 91302-3172

VENCO WESTERN, INC.  
2400 Eastman Avenue  
Oxnard, CA 93030

#### **ARTICLE XIII: Entire Agreement**

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

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

#### **ARTICLE XIV: Authority To Contract**

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

#### **ARTICLE XV: General Provisions**

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

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

C. The captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph 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).

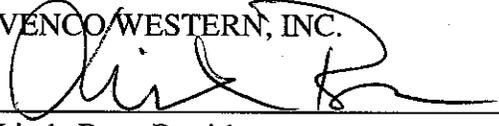
D. The waiver by AGENCY or CONSULTANT of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. No term, covenant or condition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

E. Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance of the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any of all of such other rights, powers or remedies. In the event legal action shall be necessary to enforce any term, covenant or condition herein contained, the party prevailing in such action, whether reduced to judgment or not, shall be entitled to its reasonable court costs, including accountants' fees, if any, and attorneys' fees

expended in such action. The venue for any litigation shall be Los Angeles County, California. This Agreement shall be governed and construed in accordance with the laws of the State of California.

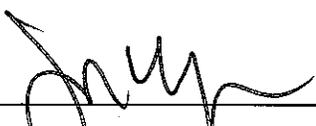
IN WITNESS WHEREOF the parties hereto for themselves, their heirs, executors, administrators, successors, and assigns do hereby agree to the full performance of the covenants herein contained and have caused this AGREEMENT to be executed in duplicate by setting hereunto their names, titles, hands, and seals this **25th day of February, 2009.**

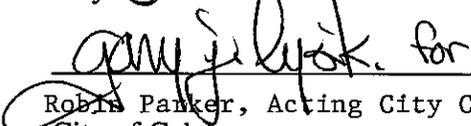
CONTRACTOR:

VENCO WESTERN, INC.  
  
\_\_\_\_\_  
Linda Burr, President  
Contractor's License No. 562295

Subscribed and sworn to this 11<sup>TH</sup> day of JUNE, 2009.

NOTARY PUBLIC \_\_\_\_\_ (SEAL)

AGENCY:   
\_\_\_\_\_  
Jonathon Wolfson, Mayor  
City of Calabasas  
Date 6/22/09

ATTESTED:   
\_\_\_\_\_  
Robin Panker, Acting City Clerk  
City of Calabasas  
Date 6/23/09

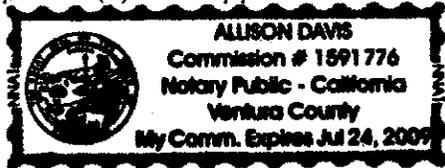
APPROVED AS TO FORM:   
\_\_\_\_\_  
Daniel A. Ballin, City Attorney  
City of Calabasas  
Date 6/18/09

**( EXECUTE IN DUPLICATE )**

State of California  
County of VENTURA

Subscribed and sworn to (or affirmed) before me on this 11TH  
day of JUNE, 2009, by LINDA BURR

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



(Seal)

Signature Allison Davis

Executed in duplicate

Bond No. SU1100699

Premium: \$13,393.00

Term: 2/23/09 - 2/23/10

Must be renewed by Continuation Certificate

**FAITHFUL PERFORMANCE BOND**

**LANDSCAPE MAINTENANCE OF THE COMMON AREAS WITHIN  
INDIVIDUAL HOMEOWNER ASSOCIATIONS AND COMMON BENEFIT AREAS  
WITHIN LANDSCAPE MAINTENANCE DISTRICT 22  
IN THE CITY OF CALABASAS, CALIFORNIA**

KNOW ALL MEN BY THESE PRESENTS that Venco Western, Inc., as CONTRACTOR and Arch Insurance Company, a SURETY, are held and firmly bound unto the City of Calabasas, as AGENCY, in the penal sum of Six hundred sixty nine thousand six hundred sixty Dollars (\$ 669,660.00--), which is one hundred percent (100%) of the total contract amount for the above stated project, for the payment of which sum, CONTRACTOR and SURETY agree to be bound, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, whereas CONTRACTOR has been awarded and is about to enter into the annexed Contract Agreement with AGENCY for the above stated project, if CONTRACTOR faithfully performs and fulfills all obligations under the contract documents in the manner and time specified therein, then this obligation shall be null and void, otherwise it shall remain in full force and effect in favor of AGENCY; provided that any alterations in the obligations or time for completion made pursuant to the terms of the contract documents shall not in any way release either CONTRACTOR or SURETY, and notice of such alterations is hereby waived by SURETY. In case suit is brought upon this bond the said SURETY will pay a reasonable attorney's fee to the AGENCY in an amount to be fixed by the court.

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals this 20th day of February, 2009

CONTRACTOR\* Venco Western, Inc.  
By: [Signature]  
2400 Eastman Avenue, Oxnard, CA 93030 805-981-2400

SURETY\* Arch Insurance Company  
369 S. Fair Oaks Avenue, Pasadena, CA 91105 626-683-4991  
By: [Signature]  
M. Linda Terry, Attorney-in-fact 196 S. Fir #300, Ventura, CA 93002 805-585-6100

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

Subscribed and sworn to this \_\_\_ day of \_\_\_\_\_, 20\_\_

NOTARY PUBLIC \_\_\_\_\_ (SEAL)

(EXECUTE IN DUPLICATE)

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT**

State of: California  
 County of Ventura

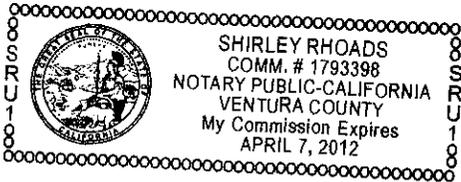
On 2/20/2009 before me, Shirley Rhoads, Notary Public,  
 personally appeared M. Linda Terry,

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

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

WITNESS my hand and official seal.

  
 Signature of Notary Public



**OPTIONAL**

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

<p><b>CAPACITY CLAIMED BY SIGNER</b></p> <p><input type="checkbox"/> INDIVIDUAL</p> <p><input type="checkbox"/> CORPORATE OFFICER</p> <hr/> <p><b>TITLES(S)</b></p> <p><input type="checkbox"/> PARTNERS    <input type="checkbox"/> LIMITED</p> <p>                  <input type="checkbox"/> GENERAL</p> <p><input checked="" type="checkbox"/> ATTORNEY-IN-FACT</p> <p><input type="checkbox"/> TRUSTEE(S)</p> <p><input type="checkbox"/> GUARDIAN/CONSERVATOR</p> <p><input type="checkbox"/> OTHER</p> <hr/> <p><b>SIGNER IS REPRESENTING:</b>          NAME OF PERSON(S) OR ENTITY(IES)</p> <hr/>	<p><b>DESCRIPTION OF ATTACHED DOCUMENT</b></p> <hr/> <p><b>TITLE OR TYPE OF DOCUMENT</b></p> <hr/> <p><b>NUMBER OF PAGES</b></p> <hr/> <p><b>DATE OF DOCUMENT</b></p> <hr/> <p><b>SIGNER(S) OTHER THAN NAMED ABOVE</b></p> <hr/>
--	--

Executed in duplicate

Bond No. SU1100699

Premium included in Performance Bond

Term: 2/23/09 - 2/23/10

Must be renewed by Continuation Certificate

**PAYMENT BOND**

**LANDSCAPE MAINTENANCE OF THE COMMON AREAS WITHIN  
INDIVIDUAL HOMEOWNER ASSOCIATIONS AND COMMON BENEFIT AREAS  
WITHIN LANDSCAPE MAINTENANCE DISTRICT 22  
IN THE CITY OF CALABASAS, CALIFORNIA**

WHEREAS, the City of Calabasas, as AGENCY has awarded to, as <sup>Venco Western, Inc.</sup> CONTRACTOR, a contract for the above stated project.

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

NOW THEREFORE, we, the undersigned CONTRACTOR and SURETY, are held and firmly bound unto AGENCY in the sum of (\$669,660.00-- ) which is one hundred percent (100%) of the total contract amount for the above stated project, for which payment well and truly to be made we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

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

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

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

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals this <sup>20th</sup> day of February 2009.

Contractor\* Venco Western, Inc.

Surety\* By: \_\_\_\_\_

Arch Insurance Company

By: M. Linda Terry

See Performance Bond

M. Linda Terry, Attorney-in-fact

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

Subscribed and sworn to this \_\_\_ day of \_\_\_\_\_, 20\_\_.

NOTARY PUBLIC \_\_\_\_\_ (SEAL)

(EXECUTE IN DUPLICATE)

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT**

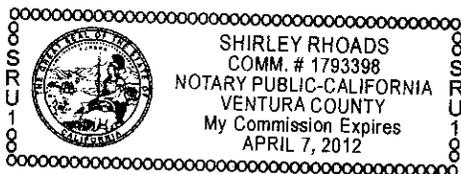
State of: California  
County of Ventura

On 2/20/2009 before me, Shirley Rhoads, Notary Public,

personally appeared M. Linda Terry,

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

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



WITNESS my hand and official seal.

*[Handwritten Signature]*  
Signature of Notary Public

**OPTIONAL**

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

**CAPACITY CLAIMED BY SIGNER**

**DESCRIPTION OF ATTACHED DOCUMENT**

- INDIVIDUAL
- CORPORATE OFFICER

TITLES(S)

TITLE OR TYPE OF DOCUMENT

- PARTNERS
- LIMITED
- GENERAL

NUMBER OF PAGES

- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER

DATE OF DOCUMENT

**SIGNER IS REPRESENTING:**  
NAME OF PERSON(S) OR ENTITY(IES)

SIGNER(S) OTHER THAN NAMED ABOVE

## POWER OF ATTORNEY

Know All Men By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal office in Kansas City, Missouri (hereinafter referred to as the "Company") does hereby appoint

M. Linda Terry, Shirley Rhoads, Kip Keller and H. Randall Kinsling of Ventura, CA (EACH)

its true and lawful Attorney(s)-in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed:

Any and all bonds and undertakings

EXCEPTION: NO AUTHORITY is granted to make, execute, seal and deliver bonds or undertakings that guarantee the payment or collection of any promissory note, check, draft or letter of credit.

This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The Company may revoke this appointment at any time.

The execution of such bonds and undertakings in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office in Kansas City, Missouri.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on March 3, 2003, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings, obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on March 3, 2003:

VOTED, That the signature of the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on March 3, 2003, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company.



CITY *of* CALABASAS

June 24, 2009

Linda Burr, President  
Venco Western, Inc.  
2400 Eastman Avenue  
Oxnard, CA 93030

Dear Ms. Burr:

Enclosed please find one fully executed original each of the six Capital Improvement Project Contract Agreements entered into by and between the City of Calabasas and Venco Western, Inc.

If you have any questions, please contact the City Clerk's Office.

Sincerely,

Susan Koeppe  
Executive Assistant  
Administrative Services

Enclosure



*CITY of CALABASAS*

**CITY COUNCIL AGENDA REPORT**

---

**DATE: JUNE 2, 2014**

**TO: HONORABLE MAYOR AND COUNCILMEMBERS**

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

**SUBJECT: ADOPTION OF RESOLUTION NO. 2014-1416 APPROVING THE ADOPTION OF THE 2014 UPDATED GREATER LOS ANGELES COUNTY REGION INTEGRATED REGIONAL WATER MANAGEMENT PLAN.**

**MEETING DATE: JUNE 11, 2014**

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**SUMMARY RECOMMENDATION:**

Staff recommends that the City Council adopts Resolution No. 2014-1416 approving the adoption of the 2014 Updated Greater Los Angeles County Region Integrated Regional Water Management Plan.

**BACKGROUND:**

The Department of Water Resources (DWR) and State Legislators have established program guidelines for the Integrated Regional Water Management Program (IRWMP) through Proposition 84 and Proposition 1E (2012 Guidelines).

The IRWM Program requires IRWMs to be administered by the Regional Water Management Groups (RWMG). The RWMG for the GLAC IRWM is responsible for the preparation and adoption of the Greater Los Angeles County IRWM Plan.

The 2012 Guidelines require the governing bodies of member agencies of the RWMGs, the RWMG representatives of the governing bodies, as well as proponents of projects included in IRWM grant funding proposals to adopt an updated IRWM Plan.

On June 21, 2011, the County of Los Angeles received one million dollar in grant funds from the Department of Water Resources to update the Greater Los Angeles County Integrated Regional Water Management Plan (GLAC IRWMP). Appendix B of the 2012 IRWMP Guidelines requires the governing body of each member agency of a Regional Water Management Group (RWMG) responsible for the development of an IRWM Plan to adopt the Plan by way of a Resolution.

The 2014 Updated GLAC IRWM Plan, that is available on the LA County IRWMP website, addresses the provisions of Proposition 84 and Proposition 1E and meets the requirements of the 2012 Guidelines.

#### **DISCUSSION/ANALYSIS:**

The State of California Department of Water Resources (DWR) created the Integrated Regional Water Management (IRWM) Program to encourage integrated regional strategies for managing water resources and to provide funding for both planning and implementation of projects that support management of water supply, water quality, environmental interests, drought protection, flood protection, and reduction of dependence on imported water.

Agencies in the Los Angeles County area have long recognized the importance of regional collaboration and integration of single purpose efforts. Agencies now regularly work across jurisdictional boundaries to implement regional projects and programs that address multiple water resource management issues including recycled water, stormwater capture, water use efficiency, and many others.

The Greater Los Angeles County (GLAC) IRWM Plan is an outgrowth of these ongoing efforts and is an acknowledgement by these agencies that integration and cost-sharing is the key to meeting the County of Los Angeles area's future water resource management challenges.

Adopting the 2014 Updated GLAC IRWM Plan will enable participants in the GLAC IRWM to apply for future grant funding under various grant programs including Proposition 84 and Proposition 1E.

City of Calabasas is a member of the RWMG and participates in two separate IRWMP Steering Committees for Upper Los Angeles River and Malibu Creek watersheds and has received several grants through competitive process with the support of the IRWMP Steering Committees.

The 2012 Guidelines include acceptance of IRWMs into the grant program; IRWM Plan standards and guidance; solicitation, submittal, and review of grant applications; and awarding of grant funding in accordance with Section 10541 (f) of the California Water Code.

Environmental Documentation:

Adoption of the 2014 Updated GLAC IRWM Plan is not a project subject to provisions of the California Environmental Quality Act (CEQA) Guidelines because it is an activity that is excluded from the definition of a project by Section 15378(b) of the CEQA Guidelines. The proposed action is an administrative activity of government, which will not result in direct or indirect physical changes to the environment.

**FISCAL IMPACT/SOURCE OF FUNDING:**

There is no fiscal impact associated with the adoption of this resolution.

**REQUESTED ACTION:**

That the City Council adopts Resolution No. 2014-1416 approving the adoption of the 2014 Updated Greater Los Angeles County Region Integrated Regional Water Management Plan.

**ATTACHMENTS:**

1. Resolution No. 2014-1416 approving the adoption of the 2014 Updated Greater Los Angeles County Region Integrated Regional Water Management Plan.
2. Link to the 2014 Updated Greater Los Angeles County Region Integrated Regional Water Management Plan containing 26 files:  
<http://www.ladpw.org/wmd/irwmp/index.cfm?fuseaction=TopDocListing&directory=RMC12-10Submittal-FinalPlan&t1=2014 Public Draft IRWMP Update>

**RESOLUTION NO. 2014-1416**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CALABASAS, CALIFORNIA, APPROVING THE ADOPTION OF THE 2014 UPDATED GREATER LOS ANGELES COUNTY REGION INTEGRATED REGIONAL WATER MANAGEMENT PLAN.**

**WHEREAS**, agencies in the Greater Los Angeles County (GLAC) area have long recognized the importance of regional collaboration and integration of single purpose efforts and now regularly work across jurisdictional boundaries to implement regional projects and programs that address multiple water resource management issues including local and imported water supplies, sanitation and recycled water, stormwater management, groundwater management, water use efficiency, habitat and open space management, and many others; and

**WHEREAS**, the State of California Department of Water Resources (DWR) created the Integrated Regional Water Management (IRWM) Program to encourage integrated, regional strategies for managing water resources and to provide funding for both planning and implementation of projects that support management of water supply, water quality, environmental interests, drought protection, flood protection, and reduction of dependence on imported water and many other; and

**WHEREAS**, organizations participating in the IRWM Program join together to form IRWM Regions; and the IRWM Region serving the GLAC area is known as the GLAC IRWM, and the GLAC IRWM engages in regional water resources planning for the GLAC area; and

**WHEREAS**, DWR recognizes the GLAC IRWM as an official IRWM Region; and

**WHEREAS**, the IRWM Program requires that a Regional Water Management Group (RWMG) be formed to establish an IRWM Region; and

**WHEREAS**, LACFCD is a member of the RWMG for the GLAC IRWM and serves as the Chair of that body; and

**WHEREAS**, DWR and State Legislators have established program guidelines for the IRWM Program through Proposition 84 and Proposition 1E (2012 Guidelines); and

**WHEREAS**, the RWMG for the GLAC IRWM is responsible for the preparation and adoption an IRWM Plan and it has developed the 2014 Updated GLAC IRWM Plan to addresses the provisions of the 2012 Guidelines; and

**WHEREAS**, adopting the 2014 Updated GLAC IRWM Plan will enable participants in the GLAC IRWM, including the LACFCD, to apply for future grant funding under various grant programs including Proposition 84 and Proposition 1E; and

**WHEREAS**, the 2012 Guidelines require the governing bodies of member agencies of the RWMGs, the RWMG representatives of the governing bodies, as well as proponents of projects included in IRWM grant funding proposals to adopt an updated IRWM Plan; and

**NOW, THEREFORE**, the City Council of the City of Calabasas does hereby adopt the 2014 Updated GLAC IRWM Plan.

The City Clerk hereby certifies that the foregoing Resolution 2014-1416 was duly and regularly adopted by the City Council of the City of Calabasas at the meeting thereof held on the 11<sup>th</sup> day of June 2014.

\_\_\_\_\_  
David J. Shapiro, Mayor

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Scott H. Howard  
City Attorney



**CITY of CALABASAS**

**CITY COUNCIL AGENDA REPORT**

---

**DATE:** JUNE 3, 2014

**TO:** HONORABLE MAYOR AND COUNCILMEMBERS

**FROM:** SCOTT H. HOWARD, CITY ATTORNEY

**SUBJECT:** ADOPTION OF ORDINANCE NO. 2014-315, AMENDING CALABASAS MUNICIPAL CODE, SECTION 8.12 TO INCLUDE ELECTRONIC CIGARETTES WITHIN SMOKING PROHIBITION.

**MEETING DATE:** JUNE 11, 2014

---

**SUMMARY RECOMMENDATION:**

Ordinance No. 2014-315 was introduced at the May 28, 2014, Council meeting.

**DISCUSSION:**

Ordinance No. 2014-315 amends Calabasas Municipal Code, Section 8.12 to include Electronic or "e" cigarettes within the smoking prohibition.

**SUMMARY RECOMMENDATION:**

That the City Council adopt Ordinance No. 2014-315.

**ATTACHMENT:**

Ordinance No. 2014-315.

**ITEM 5 ATTACHMENT  
ORDINANCE NO. 2014-315**

**AN ORDINANCE OF THE CITY OF CALABASAS, CALIFORNIA  
REGULATING ELECTRONIC (E) CIGARETTES IN THE CITY OF  
CALABASAS AND AMENDING THE CALABASAS MUNICIPAL  
CODE.**

The City Council of the City of Calabasas does ordain as follows:

**SECTION I. FINDINGS.**

The City Council of the City of Calabasas hereby finds and declares as follows:

**WHEREAS**, electronic or “e” cigarettes are generally unregulated and concerns exist about the health effects to direct users and those who are exposed to second hand vapors; and

**WHEREAS**, recent studies have determined that teenagers who use electronic cigarettes are more likely to later use tobacco products; and

**WHEREAS**, the vapors created by electronic (e) cigarettes include nicotine, and nanoparticles of tin, copper and lead which when ingested tend to go deeper into the respiratory system; and

**WHEREAS**, the secondhand effects of electronic (e) cigarettes include chemicals which have been deemed harmful under Proposition 65, including but not limited to, Acetaldehyde, Benzene, Cadmium Formaldehyde, Lead, Nickel, Nicotine and Toluene; and

**WHEREAS**, Calabasas has been an advocate for uncontaminated breathable air to protect the health and welfare of its residents, employers, employees, and visitors.

These findings are in addition to, and intended to supplement findings in Chapter 8.12 of the Calabasas Municipal Code related to second hand smoke.

NOW THEREFORE, it is the intent of the City Council in enacting this ordinance, to provide for the public health, safety, and welfare by discouraging the use of electronic (e) cigarettes in public places and around non-tobacco users; and by protecting the public from nonconsensual exposure to secondhand vapors from electronic (e) cigarettes until studies have conclusively demonstrated the safety of electronic (e) cigarettes.

**SECTION 2. CODE AMENDMENT.** Section 8.12.020 of the City Calabasas Municipal Code is hereby amended to read as follows:

The purposes of this chapter are to:

- A. Protect the public health, safety and general welfare by prohibiting smoking in public places and in multifamily rental housing under circumstances where other persons will be exposed to second-hand smoke;
- B. Ensure a cleaner and more hygienic environment for the city, its residents, and its natural resources, including creeks and streams;
- C. Strike a reasonable balance between the needs of persons who smoke and the needs of nonsmokers, including children , to breathe smoke-free air, recognizing the threat to public health and the environment which smoking causes;
- D. Recognize the right of residents and visitors to the city to be free from unwelcome second-hand smoke;
- E. Recognizing that long- term health effects of inhaling vapors and effects of secondhand vapors from electronic (e) cigarettes are unknown, although recent tests have demonstrated the vapors from electronic (e) cigarettes contain nicotine, and other ultrafine particles, including, but not limited to, Acetaldehyde, Benzene, Cadmium, Formaldehyde, Lead, Nickel and Toluene.

**SECTION 3. CODE AMENDMENT.** Section 8.12.030 of the City Calabasas Municipal Code is hereby amended to read as follows:

### **8.12.030 DEFINITIONS.**

The following definitions shall govern construction of this chapter unless the context clearly requires otherwise:

(a) "Business" means any sole proprietorship, partnership, joint venture, corporation, association, or other entity formed for profit-making purposes or that has an Employee.

(b) "Common Area at a Shopping Mall" means any indoor or outdoor common area of a Shopping Mall accessible to and usable by the occupants or customers of more than one retail establishment, including but not limited to halls, lobbies, outdoor eating areas, Playgrounds and parking lots.

(c) "electronic or "e" cigarette" means an electronic or battery operated device that delivers vapors for inhalation. This term shall include every variation and type of such devices whether they are manufactured, distributed, marketed or sold as an electronic cigarette, an "e" cigarette, an electronic cigar, an electronic cigarillo, an electronic pipe, an electronic hookah or any other product name or descriptor.

(d) "Employee" means any person who is employed or retained as an independent contractor by any Employer or any person who volunteers his or her services for an Employer, association, or Nonprofit Entity.

(e) "Employer" means any person, partnership, corporation, association, nonprofit or other entity who or which employs or retains the service of one or more Employees.

(f) "Enclosed Area" means:

(1) any covered or partially covered area having more than 50% of its perimeter walled or otherwise closed to the outside such as, for example, a covered porch with more than two walls; or

(2) any space open to the sky (hereinafter "uncovered") having more than 75% of its perimeter walled or otherwise closed to the outside such as, for example, a courtyard;

(3) except that an uncovered space of three thousand (3,000) square feet or more is not an Enclosed Area, such as, for example, a field in an open-air arena.

(g) "Landlord" means any Person other than a sublessor who owns real property leased as residential property, who lets residential property, or who manages such property.

(h) "Multi-Unit Residence" means a Premises that contains two or more Units not occupied by a Landlord of the Premises.

(i) "Multi-Unit Residence Common Area" means any indoor or outdoor area of a Multi-Unit Residence accessible to and usable by residents of more than one Unit, including but not limited to halls and paths, lobbies, laundry rooms, common cooking areas, outdoor eating areas, Playgrounds, swimming pools, and parking areas.

(j) "Nonprofit Entity" means any entity that meets the requirements of California Corporations Code section 5003 as well as any corporation, unincorporated association or other entity created for charitable, religious, philanthropic, educational, political, social or similar purposes, the net proceeds of which are committed to the promotion of the objectives of the entity and not to private gain. A public agency is not a nonprofit entity within the meaning of this section.

(k) "Place of Employment" means any area under the legal or de facto control of an Employer, Business or Nonprofit Entity that an Employee or the general public may enter in the normal course of operations, but regardless of the hours of operation, including, for example, indoor and outdoor work areas, construction sites, vehicles used in employment or for business purposes, taxis, employee lounges, conference and banquet rooms, bingo and gaming facilities, long-term health facilities, warehouses, and, while Employees, children or patients are present, private residences that are used as child-care or health-care facilities subject to licensing requirements.

(l) "Playground" means any park or Recreational Area designed in part to be used by children that has play or sports equipment installed or has been designated or landscaped for play or sports activities, or any similar facility located on public or private school grounds, or on city property.

(m) "Premises" means a parcel of land and any improvements upon it such as is usually described in a deed, deed of trust or mortgage, and includes legally separate but contiguous pieces of land that are owned by the same natural Person or by legal Persons under common control.

(n) "Present" means within a Reasonable Distance.

(o) "Private Enforcer" is defined in section 8.12.080(b) of this code.

(p) "Public Place" means any public or private place open to the general public regardless of any fee or age requirement, including, for example, streets, sidewalks, plazas, bars, restaurants, clubs, stores, stadiums, parks, playgrounds, taxis, and buses.

(q) "Reasonable Distance" means a distance of twenty feet or, with respect to a designated smoking area, such larger area as the city manager reasonably determines in writing to be necessary in a given circumstance to ensure that occupants of an area in which smoking is prohibited are not exposed to secondhand smoke created by smokers outside the area.

(r) "Recreational Area" means any public or private area open to the public for recreational purposes whether or not any fee for admission is charged, including without limitation, parks, gardens, sporting facilities, stadiums, and Playgrounds.

(s) "Shopping Mall" means any parcel of land zoned and used for retail sales by more than one retailer that is jointly operated or which includes shared parking facilities.

(t) "Smoking" or to "Smoke" means possessing or to possess:

a lighted tobacco product, lighted tobacco paraphernalia, any other lighted weed or plant (including but not limited to, a lighted pipe, lighted hookah pipe, lighted cigar, or lighted cigarette of any kind), or the lighting of a tobacco product, tobacco paraphernalia, or any other weed or plant (including but not limited to, a pipe, a hookah pipe, cigar, or cigarette of any kind, or

(i) an operating electronic (e) cigarette

(u) "Tobacco Product" means any substance containing tobacco leaf, including but not limited to cigarettes, cigars, pipe tobacco, snuff, chewing tobacco, dipping tobacco, bidis, or any other preparation of tobacco.

(v) "Unenclosed area" means any area which is not an Enclosed Area.

(w) "Unit" means: (1) a dwelling space consisting of essentially complete independent living facilities for one or more persons, including, for example, permanent provisions for living and sleeping, and of any private outdoor spaces such as balconies and patios; and (2) senior citizen housing and single room occupancy hotels, as defined in California Health and Safety Code section 50519(b)(1), even where lacking private cooking or plumbing facilities. "Unit" does not include lodging in a hotel or motel that meets the requirements set forth in California Civil Code section 1940(b)(2).

**SECTION 4. 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 5. CONSTRUCTION.** The City Council intends this Ordinance to supplement, not to duplicate or contradict, applicable state and federal law and this Ordinance shall be construed in light of that intent. To the extent the provisions of the Calabasas Municipal Code as amended by this Ordinance are substantially the same as the provisions of that Code prior to the effectiveness of this ordinance, then those amended provisions shall be construed as continuations of the earlier provisions and not as new enactments.

**SECTION 6. EFFECTIVE DATE.** This Ordinance shall take effect thirty days after its adoption pursuant to California Government Code section 36937.

**SECTION 7. 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 11<sup>th</sup> day of June, 2014.

---

David J. Shapiro, Mayor

ATTEST:

---

Maricela Hernandez, MMC  
City Clerk

APPROVED AS TO FORM:

---

Scott H. Howard, City Attorney



**CITY of CALABASAS**

**CITY COUNCIL AGENDA REPORT**

---

**DATE: MAY 28, 2014**

**TO: HONORABLE MAYOR AND COUNCILMEMBERS**

**FROM:  ROBERT YALDA, CITY ENGINEER/PUBLIC WORKS DIRECTOR  
ANDREW BROZYNA, DEPUTY PUBLIC WORKS DIRECTOR **

**SUBJECT: ADOPTION OF RESOLUTION 2014-1417 APPROVING THE COOPERATIVE AGREEMENT WITH THE DEPARTMENT OF TRANSPORTATION FOR CONSTRUCTION OF THE LOST HILLS ROAD INTERCHANGE IMPROVEMENT PROJECT.**

**MEETING DATE: JUNE 11, 2014**

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**SUMMARY RECOMMENDATION:**

Staff recommends that City Council adopt Resolution No. 2014-1417 approving the Cooperative Agreement with the California Department of Transportation for construction of the Lost Hills Road Interchange project.

**BACKGROUND:**

The City of Calabasas proposes to replace the existing Lost Hills Road/ U.S. Highway 101 (US-101) overcrossing and modify the interchange. The interchange conveys high volumes of regional traffic in the "Z" pattern of in-bound and out-bound commuters between the 101 and the Pacific Coast Highway. Regional travelers use Lost Hills Road and its interchange with US-101 as a through route. In-bound traffic from Northern LA and Ventura Counties flows east on the 101, turning south at Lost Hills to connect with the Pacific Coast Highway via Las Virgenes/Malibu Canyon Road to destinations in Los Angeles. In the evening, this

pattern reverses, with the return traffic flowing north along Lost Hills to the 101 westbound. The narrow bridge only accommodates 1 of 2 lanes of northbound traffic, causing bottlenecks at the bridge. The left turn at the westbound on-ramp conflicts with existing pedestrian and through movements, which further backs up traffic on Lost Hills.

The proposed improvements will increase the bridge width from 2 to 5 lanes and reroute the left turn traffic to a loop on ramp similar to Parkway Calabasas. The new bridge will consist of two bike lanes and an up to code pedestrian sidewalk on the west side. The loop configuration will allow for the free flow of northbound traffic and significantly reduce delays and backups during peak hours. The installation of the new loop will eliminate the current north bound on ramp and allow for standard distance between on/off ramps and the adjacent streets. Along with improving the traffic congestion, the bridge will also be elevated 4 feet to meet Caltrans height requirements, with added width to allow for the future improvements of the 101 to add HOV lanes. The reconstruction of the overcrossing will mitigate seismic deficiencies in the existing bridge.

On January 2, 2008, City Council adopted resolution 2008-1108 approving a cooperative agreement with Caltrans for improvements to State Route 101/ Lost Hills Road Freeway Interchange. This action, pursuant to the California Streets and Highways Code Sections 114 and 130, instigated the complete planning, project report, right of way acquisition, various environmental compliances, and development of plans, specifications and estimates (PS&E) for the Lost Hills Interchange project.

## **DISCUSSION/ANALYSIS:**

With the project environmental requirements approved by Caltrans last summer and the completion of the PS&E's projected for summer of 2014, Public Works staff is preparing for the construction phase of the Lost Hills Interchange. To initiate this phase, the City and Caltrans are authorized to enter into a cooperative agreement for construction of improvements to the state highway system per the California Streets and Highways Code sections 114 and 130.

The cooperative agreement consists of and defines a number of project obligations that must be performed during the course of the construction phase of this project, by both Caltrans and the City, in accordance with federal and California laws, regulations, and standards.

City staff, the City's consultant (Parsons Transportation Group), and the City Attorney collaborated with Caltrans on the draft cooperative agreement, enclosed as Exhibit A. The proposed obligations and language are considered to be standard and appropriate for a project of this scope and size. Caltrans staff is finalizing

review of City proposed changes to the agreement. The changes are considered minor and final approval of the draft is anticipated.

The resolution must be adopted by Council first, and then the agreement must be fully executed by Caltrans prior to advertising the project for public bids.

**FISCAL IMPACT/SOURCE OF FUNDING:**

There are no fiscal impacts to adopting Resolution No. 2014-1417, and approval of the cooperative agreement for construction of the project; however, this action permits the City to move toward the construction phase of the Lost Hills interchange improvements which is estimated at about \$25,000,000.

The construction budget includes about \$3,000,000 from the Las Virgenese/ Lost Hills Bridge & Thoroughfare District Funds (B&T). The City has entered into an agreement with Los Angeles County for Measure R funding. Therefore, the City anticipates Measure R funds to recover the remaining costs during the construction phase.

**REQUESTED ACTION:**

Staff recommends that City Council adopt Resolution No. 2014-1417 approving the Cooperative Agreement with the California Department of Transportation for construction of the Lost Hills Road Interchange project.

**ATTACHMENTS:**

Attachment A: Draft Cooperative Agreement No. 07-5002

Attachment B: Resolution No. 2014-1417

**COOPERATIVE AGREEMENT**

This Agreement, effective on \_\_\_\_\_, is between the State of California, acting through its Department of Transportation, referred to as CALTRANS, and:

City of Calabasas, a body politic and municipal corporation or chartered city of the State of California, referred to hereinafter as CITY.

**RECITALS**

1. PARTNERS are authorized to enter into a cooperative agreement for improvements to the state highway system (SHS) per the California Streets and Highways Code sections 114 and 130.
2. For the purpose of this Agreement, replacement of Lost Hills Road Overcrossing, improvement of Lost Hills Road, and reconfiguration of the existing State Route 101 on- and -off ramps will be referred to hereinafter as PROJECT. This description only serves to identify the PROJECT. The project scope of work is defined in the appropriate authorizing documents per the Project Development Procedures Manual.
3. All responsibilities assigned in this Agreement to complete the following PROJECT COMPONENTS will be referred to hereinafter as OBLIGATIONS:
  - CONSTRUCTION SUPPORT
  - CONSTRUCTION CAPITAL
4. This Agreement is separate from and does not modify or replace any other cooperative agreement or memorandum of understanding between PARTNERS regarding the PROJECT.
5. The following work associated with this PROJECT has been completed or is in progress
  - CALTRANS approved the Mitigated Negative Declaration on 7/31/13 (Cooperative Agreement No. 07-4749).
  - CALTRANS approved the Finding of No Significant Impact on 8/9/13 (Cooperative Agreement No. 07-4749).
  - CITY developed the Project Report.
  - CITY developed the Plans, Specifications, and Estimate.
  - CITY developed the Right of Way Certification.
  - CITY developed the Right of Way Acquisition.
6. CALTRANS prepared the environmental documentation for the PROJECT.

7. In this Agreement capitalized words represent defined terms and acronyms.
8. PARTNERS hereby set forth the terms, covenants, and conditions of this Agreement, under which they will accomplish OBLIGATIONS.

### **RESPONSIBILITIES**

9. CITY is SPONSOR for 100% of PROJECT.
10. The FUNDING PARTNER(S) and the details of the funding commitments are documented in the latest FUNDING SUMMARY.
11. CITY is IMPLEMENTING AGENCY for CONSTRUCTION.
12. CALTRANS is the CEQA lead agency for PROJECT.
13. CALTRANS is the NEPA lead agency for PROJECT.
14. CALTRANS will provide Independent Quality Assurance (IQA) for the portions of WORK within existing and proposed SHS right of way. Per NEPA assignment and CEQA statutes, CALTRANS will perform its QC/QAP process review for environmental documentation.

**SCOPE**

DRAFT

**Scope: General**

15. PARTNERS will perform all OBLIGATIONS in accordance with federal and California laws, regulations, and standards; FHWA STANDARDS; and CALTRANS STANDARDS.
16. CALTRANS retains the right to reject noncompliant WORK, protect public safety, preserve property rights, and ensure that all WORK is in the best interest of the SHS.
17. The IMPLEMENTING AGENCY for a PROJECT COMPONENT will provide a Quality Management Plan (QMP) for that component as part of the PROJECT MANAGEMENT PLAN.
18. Any PARTNER may, at its own expense, have representatives observe any OBLIGATIONS performed by another PARTNER. Observation does not constitute authority over those OBLIGATIONS.
19. Each PARTNER will ensure that personnel participating in OBLIGATIONS are appropriately qualified or licensed to perform the tasks assigned to them.
20. PARTNERS will invite each other to participate in the selection of any consultants who participate in OBLIGATIONS.

21. If the work performed on this Project is done under contract and falls within the Labor Code section 1720(a)(1) definition of "public works" in that it is construction, alteration, demolition, installation, or repair; or maintenance work under Labor Code section 1771 CITY must conform to the provisions of Labor Code sections 1720 through 1815, and all applicable provisions of California Code of Regulations found in Title 8, Chapter 8, Subchapter 3, Articles 1-7. CITY agrees to include prevailing wage requirements in its contracts for public work. Work performed by CITY's own forces is exempt from the Labor Code's Prevailing Wage requirements.

CITY shall require its contractors to include prevailing wage requirements in all subcontracts funded by this Agreement when the work to be performed by the subcontractor is "public works" as defined in Labor Code Section 1720(a)(1) and Labor Code Section 1771. Subcontracts shall include all prevailing wage requirements set forth in CITY contracts.

22. Any PARTNER responsible for completing WORK shall make its personnel and consultants that prepare WORK available to help resolve WORK related problems and changes for the entire duration of the PROJECT including PROJECT COMPONENT work that may occur under separate agreements.
23. CALTRANS will issue, upon proper application, the encroachment permits required for WORK within SHS right of way. Contractors and/or agents, and utility owners will not perform activities within the SHS right of way without an encroachment permit issued in their name.
24. If any PARTNER discovers unanticipated cultural, archaeological, paleontological, or other protected resources during WORK, all WORK in that area will stop and that PARTNER will notify all PARTNERS within 24 hours of discovery. WORK may only resume after a qualified professional has evaluated the nature and significance of the discovery and a plan is approved for its removal or protection.
25. PARTNERS will hold all administrative drafts and administrative final reports, studies, materials, and documentation relied upon, produced, created, or utilized for PROJECT in confidence to the extent permitted by law and where applicable, the provisions of California Government Code section 6254.5(e) shall protect the confidentiality of such documents in the event that said documents are shared between PARTNERS.

PARTNERS will not distribute, release, or share said documents with anyone other than employees, agents, and consultants who require access to complete PROJECT without the written consent of the PARTNER authorized to release them, unless required or authorized to do so by law.

26. If a PARTNER receives a public records request pertaining to OBLIGATIONS, that PARTNER will notify PARTNERS within five (5) working days of receipt and make PARTNERS aware of any disclosed public documents. PARTNERS will consult with each other prior to the release of any public documents related to the PROJECT.

27. If HM-1 or HM-2 is found during a PROJECT COMPONENT, IMPLEMENTING AGENCY for that PROJECT COMPONENT will immediately notify PARTNERS.
28. CALTRANS, independent of PROJECT, is responsible for any HM-1 found within the existing SHS right of way. CALTRANS will undertake HM MANAGEMENT ACTIVITIES related to HM-1 with minimum impact to PROJECT schedule.
29. CITY, independent of PROJECT, is responsible for any HM-1 found within PROJECT limits and outside the existing SHS right of way. CITY will undertake or cause to be undertaken HM MANAGEMENT ACTIVITIES related to HM-1 with minimum impact to PROJECT schedule.
30. If HM-2 is found within PROJECT limits, the public agency responsible for the advertisement, award, and administration (AAA) of the PROJECT construction contract will be responsible for HM MANAGEMENT ACTIVITIES related to HM-2.
31. CALTRANS' acquisition or acceptance of title to any property on which any HM-1 or HM-2 is found will proceed in accordance with CALTRANS' policy on such acquisition.
32. PARTNERS will comply with all of the commitments and conditions set forth in the environmental documentation, environmental permits, approvals, and applicable agreements as those commitments and conditions apply to each PARTNER's responsibilities in this Agreement.
33. IMPLEMENTING AGENCY for each PROJECT COMPONENT will furnish PARTNERS with written quarterly progress reports during the implementation of OBLIGATIONS in that component.
34. Upon OBLIGATION COMPLETION, ownership or title to all materials and equipment constructed or installed for the operations and/or maintenance of the SHS within SHS right of way as part of WORK become the property of CALTRANS.  

CALTRANS will not accept ownership or title to any materials or equipment constructed or installed outside SHS right of way.
35. IMPLEMENTING AGENCY for a PROJECT COMPONENT will accept, reject, compromise, settle, or litigate claims of any non-Agreement parties hired to do WORK in that component.
36. PARTNERS will confer on any claim that may affect OBLIGATIONS or PARTNERS' liability or responsibility under this Agreement in order to retain resolution possibilities for potential future claims. No PARTNER will prejudice the rights of another PARTNER until after PARTNERS confer on claim.

37. PARTNERS will maintain, and will ensure that any party hired by PARTNERS to participate in OBLIGATIONS will maintain, a financial management system that conforms to Generally Accepted Accounting Principles (GAAP), and that can properly accumulate and segregate incurred PROJECT costs and billings.
38. If FUNDING PARTNERS fund any part of OBLIGATIONS with state or federal funds, each PARTNER will comply, and will ensure that any party hired to participate in OBLIGATIONS will comply with the federal cost principles of 2 CFR, Part 225, and administrative requirements outlined in 49 CFR, Part 18. These principles and requirements apply to all funding types included in this Agreement.
39. PARTNERS will maintain and make available to each other all OBLIGATIONS-related documents, including financial data, during the term of this Agreement.
40. PARTNERS will retain all OBLIGATIONS-related records for three (3) years after the final voucher.
41. PARTNERS have the right to audit each other in accordance with generally accepted governmental audit standards.

CALTRANS, the state auditor, FHWA (if PROJECT utilizes federal funds), and CITY will have access to all OBLIGATIONS-related records of each PARTNER, and any party hired by a PARTNER to participate in OBLIGATIONS, for audit, examination, excerpt, or transcription.

The examination of any records will take place in the offices and locations where said records are generated and/or stored and will be accomplished during reasonable hours of operation. The auditing PARTNER will be permitted to make copies of any OBLIGATIONS-related records needed for the audit.

The audited PARTNER will review the draft audit, findings, and recommendations, and provide written comments within thirty (30) calendar days of receipt.

Upon completion of the final audit, PARTNERS have thirty (30) calendar days to refund or invoice as necessary in order to satisfy the obligation of the audit.

Any audit dispute not resolved by PARTNERS is subject to mediation. Mediation will follow the process described in the General Conditions section of this Agreement.

42. If FUNDING PARTNERS fund any part of PROJECT with state or federal funds, each FUNDING PARTNER will undergo an annual audit in accordance with the Single Audit Act of OMB Circular A-133.

- 43. If the PROJECT expends federal funds, any PARTNER that hires an A&E consultant to perform WORK on any part of the PROJECT will ensure that the procurement of the consultant and the consultant overhead costs are in accordance with Chapter 10 of the Local Assistance Procedures Manual.
- 44. PARTNERS will not incur costs beyond the funding commitments in this Agreement. If IMPLEMENTING AGENCY anticipates that funding for WORK will be insufficient to complete WORK, IMPLEMENTING AGENCY will promptly notify SPONSOR.
- 45. If WORK stops for any reason, IMPLEMENTING AGENCY will place PROJECT right of way in a safe and operable condition acceptable to CALTRANS.
- 46. If WORK stops for any reason, each PARTNER will continue to implement all of its applicable commitments and conditions included in the PROJECT environmental documentation, permits, agreements, or approvals that are in effect at the time that WORK stops, as they apply to each PARTNER’s responsibilities in this Agreement, in order to keep PROJECT in environmental compliance until WORK resumes.
- 47. Each PARTNER accepts responsibility to complete the activities that it selected on the SCOPE SUMMARY. Activities marked with “N/A” on the SCOPE SUMMARY are not included in the scope of this Agreement.

**Scope: Environmental Permits, Approvals and Agreements**

- 48. Each PARTNER identified in the Environmental Permits table below accepts the responsibility to complete the assigned activities. If PARTNERS later determine that an environmental permit, approval or agreement is necessary PARTNERS will amend this Agreement to ensure completion and implementation of all environmental permits, approvals, and agreements.

<b>ENVIRONMENTAL PERMITS</b>						
Permit	Coordinate	Prepare	Obtain	Implement	Renew	Amend
401 RWQCB	CITY	CITY	CITY	CITY	CITY	CITY
1602 DFG	CITY	CITY	CITY	CITY	CITY	CITY

**Scope: Construction**

- 49. Physical and legal possession of right of way must be completed prior to construction advertisement, unless PARTNERS mutually agree to other arrangements in writing. Right of way conveyances must be completed prior to OBLIGATION COMPLETION, unless PARTNERS mutually agree to other arrangements in writing.
- 50. CITY will not employ any firm to perform PROJECT construction management that prepared PROJECT plans, specifications, and estimate and CITY will ensure that any such firm will not be employed by or under contract to the PROJECT construction contractor.

However, PARTNERS may retain such a firm to check shop drawings, do soil foundation tests, test construction materials, and perform construction surveys.

51. CITY will advertise, open bids, award, and approve the construction contract in accordance with the California Public Contract Code and the California Labor Code.

CITY will not advertise the construction contract until CALTRANS completes or accepts the final plans, specifications, and estimate package; CALTRANS approves the Right of Way Certification; and SPONSOR verifies full funding of CONSTRUCTION SUPPORT and CONSTRUCTION CAPITAL.

By accepting responsibility to advertise and award the construction contract, CITY also accepts responsibility to administer the construction contract.

52. CITY will provide a RESIDENT ENGINEER, STRUCTURE REPRESENTATIVE, and CONSTRUCTION SUPPORT staff that are independent of the design engineering company and construction contractor.
53. CITY will provide a landscape architect who will be responsible for all landscaping activities within the SHS.
54. CITY will implement changes to the construction contract through Change Orders. PARTNERS will review and concur on all Change Orders over \$100,000.
55. Notwithstanding the IQA definition, CALTRANS at its own costs, will review and approve:
- Change Orders affecting public safety, public convenience, protected environmental resources, the preservation of property, all design and specification changes, and all major changes as defined in the CALTRANS Construction Manual. These Change Orders must receive written concurrence by CALTRANS prior to implementation.
  - All hot mix asphalt concrete and concrete mix designs.
  - The Stormwater Pollution Prevention Plan (SWPPP) or the Water Pollution Control Plan (WPCP).
  - Material testing results and material exceptions.
56. If FUNDING PARTNERS fund any part of OBLIGATIONS with state or federal funds CITY will use a CALTRANS-approved construction contract claims process, will administer all claims through said process, and will be available to provide advice and technical input in any claims process.
57. If the lowest responsible construction contract bid is greater than the funding commitment to CONSTRUCTION CAPITAL, PARTNERS must be involved in determining how to proceed. If PARTNERS do not agree in writing on a course of action within fifteen (15) working days, the IMPLEMENTING AGENCY shall not award the construction contract.

58. CITY will require the construction contractor to furnish payment and performance bonds naming CITY as obligee, and CALTRANS as additional obligee, and to carry liability insurance in accordance with CALTRANS specifications.
59. CITY will submit a written request to CALTRANS for any DFM identified in the PROJECT plans, specifications, and estimate a minimum of forty-five (45) working days prior to the bid advertisement date for PROJECT construction contract. CITY will submit a written request to CALTRANS for any additional DFM deemed necessary during PROJECT construction.
60. CALTRANS will make DFM available at a CALTRANS-designated location after CITY requests DFM and pays CALTRANS' invoice for estimated DFM cost.
61. CITY will prepare a QMP which will include a description of how source inspection will be performed, and will submit the QMP to CALTRANS for review and approval by the State Materials Engineer.

CALTRANS will issue the parent permit to CITY upon submittal of a complete encroachment permit application. The parent permit will cite approval of the QMP by CALTRANS as a condition of issuing a double permit.

CALTRANS will issue the double permit to the contractor upon submittal of a complete encroachment permit application and all conditions cited in the parent permit have been met.

CITY will provide, or cause to provide, source inspection services.

62. CITY may request CALTRANS to complete portions of WORK as engineering services. Should CALTRANS agree to perform the requested services, PARTNERS will document the arrangement in writing. Such an arrangement does not change the responsibilities as documented in the SCOPE SUMMARY.
63. As IMPLEMENTING AGENCY for construction, CITY is responsible for maintenance within PROJECT limits as part of the construction contract.
64. PARTNERS confirm that maintenance will be handled through an existing maintenance agreement.
65. Within one hundred eighty (180) calendar days following the completion and acceptance of the PROJECT construction contract, CITY shall furnish CALTRANS with a complete set of "As-Built" plans (hard copy and electronic formats) in accordance with CALTRANS' then current CADD Users Manual, Plans Preparation Manual, and CALTRANS practice. The submittal must also include all CCOs, CALTRANS requested contract records, and land survey documents. The land survey documents include monument preservation documents and Records of Surveys prepared to satisfy the requirements of the California Land Surveyors Act (Business and Professions Code sections 8700 – 8805). Copies of survey documents and Records of Surveys filed in accordance with Business & Professions Code, including sections 8762 and 8771, shall contain the filing information provided by the county

in which filed. CITY shall also submit corrected full-sized hard copy structure plans to the Office of Structure Construction as soon as possible after all structure work is finished on the PROJECT and no later than 30 days after completion of the structure.

## COST

### **Cost: General**

66. PARTNERS will document specific funding, billing, and payment details in a FUNDING SUMMARY. The FUNDING SUMMARY is incorporated and made an express part of this Agreement.

A valid FUNDING SUMMARY must be in place at all times until OBLIGATION COMPLETION.

PARTNERS will create a new FUNDING SUMMARY each time the funding, billing and payment details of PROJECT change. The FUNDING SUMMARY is only valid after each FUNDING PARTNER signs and dates the FUNDING SUMMARY. The most current fully executed FUNDING SUMMARY supersedes any previous FUNDING SUMMARY created for this Agreement.

Replacement of the FUNDING SUMMARY will not require an amendment to the body of this Agreement unless the rules of the new funds require it.

Each PARTNER will designate a legally authorized representative to sign the FUNDING SUMMARY on its behalf.

67. PARTNERS may invoice the appropriate FUNDING PARTNER according to the terms documented in the FUNDING SUMMARY.
68. If CITY has received Electronic Funds Transfer (EFT) certification from CALTRANS then CITY will use the EFT mechanism and follow all EFT procedures to pay all invoices issued from CALTRANS.
69. Unless otherwise documented in the FUNDING SUMMARY, all fund types contributed to a PROJECT COMPONENT will be spent proportionately within that PROJECT COMPONENT.
70. Unless otherwise documented in the FUNDING SUMMARY, any savings recognized within a PROJECT COMPONENT will be credited or reimbursed, when allowed by policy or law, in proportion to the amount contributed to that PROJECT COMPONENT by each fund type.
71. After PARTNERS agree that all WORK is complete for a PROJECT COMPONENT, PARTNER(S) will submit a final accounting for all OBLIGATIONS costs. Based on the final accounting, PARTNERS will refund or invoice as necessary in order to satisfy the financial commitments of this Agreement.

72. If FUNDING PARTNERS fund OBLIGATIONS with American Recovery and Reinvestment Act (ARRA) funds, PARTNERS will adopt the terms, conditions, requirements, and constraints of the American Recovery and Reinvestment Act of 2009.
73. If FUNDING PARTNERS fund OBLIGATIONS with Proposition 1B Bond funds, PARTNERS will meet the requirements of California Government Code Section 8879.20 et al. (Proposition 1 legislation), the governor's Executive Order 2007-S-02-07, and the California Transportation Commission (CTC) program guidelines for the applicable account.

Right of way purchased using Proposition 1B Bond funds will become the property of CALTRANS, and any revenue from the sale of excess lands originally purchased with bond funds will revert to CALTRANS.

74. The cost of any awards, judgments, or settlements generated by OBLIGATIONS is an OBLIGATIONS cost.
75. CALTRANS, independent of PROJECT, will pay, or cause to be paid, all costs for HM MANAGEMENT ACTIVITIES related to HM-1 found within the existing SHS right of way.
76. CITY, independent of PROJECT, will pay, or cause to be paid, all costs for HM MANAGEMENT ACTIVITIES related to HM-1 found within PROJECT limits and outside of the existing SHS right of way.
77. HM MANAGEMENT ACTIVITIES costs related to HM-2 are CONSTRUCTION SUPPORT and CONSTRUCTION CAPITAL costs.
78. The cost to comply with and implement the commitments set forth in the environmental documentation is an OBLIGATIONS cost.
79. The cost of any legal challenges to the CEQA or NEPA environmental process or documentation is an OBLIGATIONS cost.
80. Independent of OBLIGATIONS cost, CALTRANS will fund the cost of its own IQA for WORK done within existing or proposed future SHS right of way.  

Independent of OBLIGATIONS cost, CALTRANS will fund the cost of its QC/QAP process review for environmental documentation.
81. CALTRANS will provide encroachment permits to PARTNERS, their contractors, consultants and agents, at no cost.
82. Fines, interest, or penalties levied against a PARTNER will be paid, independent of OBLIGATIONS cost, by the PARTNER whose actions or lack of action caused the levy.

83. If federal funds are used on PROJECT while this Agreement is active CALTRANS will administer all federal subvention funds documented on the FUNDING SUMMARY.
84. Travel, per diem, and third-party contract reimbursements are an OBLIGATIONS cost only after those hired by PARTNERS to participate in OBLIGATIONS incur and pay those costs.

Payments for travel and per diem will not exceed the rates paid rank and file state employees under current California Department of Personnel Administration (DPA) rules current at the effective date of this Agreement.

If CITY invoices for rates in excess of DPA rates, CITY will fund the cost difference and reimburse CALTRANS for any overpayment.

85. The cost of any engineering support performed by CALTRANS includes all direct and applicable indirect costs. CALTRANS calculates indirect costs based solely on the type of funds used to pay support costs. State and federal funds administered by CALTRANS are subject to the current Program Functional Rate. All other funds are subject to the current Program Functional Rate and the current Administration Rate. The Program Functional Rate and Administration Rate are adjusted periodically.
86. If CALTRANS reimburses CITY for any costs later determined to be unallowable, CITY will reimburse those funds.
87. The cost to place PROJECT right of way in a safe and operable condition and meet all environmental commitments is an OBLIGATIONS cost.
88. Because IMPLEMENTING AGENCY is responsible for managing the scope, cost, and schedule of a project component, if there are insufficient funds available in this Agreement to place PROJECT right of way in a safe and operable condition, the appropriate IMPLEMENTING AGENCY accepts responsibility to fund these activities until such time as PARTNERS amend this Agreement.

That IMPLEMENTING AGENCY may request reimbursement for these costs during the amendment process.

89. If there are insufficient funds in this Agreement to implement applicable commitments and conditions included in the PROJECT environmental documentation, permits, agreements, and/or approvals that are in effect at a time that WORK stops, each PARTNER implementing commitments or conditions accepts responsibility to fund these activities, as they apply to each PARTNER's responsibilities, until such time as PARTNERS amend this Agreement.

Each PARTNER may request reimbursement for these costs during the amendment process.

90. Except as otherwise provided in this Agreement, PARTNERS will pay invoices within thirty (30) calendar days of receipt of invoice.

**Cost: Environmental Permits, Approvals and Agreements**

91. The cost of coordinating, obtaining, complying with, implementing, including renewing and amending resource agency permits, agreements, and approvals is an OBLIGATIONS cost.

**Cost: Construction Support**

92. The cost of source inspection is an OBLIGATIONS cost.
93. The cost of engineering services provided by CALTRANS is an OBLIGATIONS cost.
94. The cost to maintain the SHS within PROJECT limits is an OBLIGATIONS cost until OBLIGATION COMPLETION, after which, the cost of maintenance will be handled through an existing maintenance agreement.

**Cost: Construction Capital**

95. The cost of all DFM is a CONSTRUCTION CAPITAL cost.

**SCHEDULE**

96. PARTNERS will manage the schedule for OBLIGATIONS through the work plan included in the PROJECT MANAGEMENT PLAN.

**GENERAL CONDITIONS**

97. PARTNERS understand that this Agreement is in accordance with and governed by the Constitution and laws of the State of California. This Agreement will be enforceable in the State of California. Any PARTNER initiating legal action arising from this Agreement will file and maintain that legal action in the Superior Court of the county in which the CALTRANS district office that is signatory to this Agreement resides, or in the Superior Court of the county in which PROJECT is physically located.
98. All OBLIGATIONS of CALTRANS under the terms of this Agreement are subject to the appropriation of resources by the Legislature, the State Budget Act authority, and the allocation of funds by the California Transportation Commission.
99. When CALTRANS performs IQA activities it does so for its own benefit. No one can assign liability to CALTRANS due to its IQA activities.
100. Neither CITY nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by CALTRANS and/or

its agents under or in connection with any work, authority, or jurisdiction conferred upon CALTRANS under this Agreement. It is understood and agreed that CALTRANS, to the extent permitted by law, will defend, indemnify, and save harmless CITY and all of its officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories and assertions of liability occurring by reason of anything done or omitted to be done by CALTRANS and/or its agents under this Agreement.

101. Neither CALTRANS nor any officer or employee thereof is responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by CITY, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon CITY under this Agreement. It is understood and agreed that CITY, to the extent permitted by law, will defend, indemnify, and save harmless CALTRANS and all of its officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories and assertions of liability occurring by reason of anything done or omitted to be done by CITY, its contractors, sub-contractors, and/or its agents under this Agreement.
102. PARTNERS do not intend this Agreement to create a third party beneficiary or define duties, obligations, or rights in parties not signatory to this Agreement. PARTNERS do not intend this Agreement to affect their legal liability by imposing any standard of care for fulfilling OBLIGATIONS different from the standards imposed by law.
103. PARTNERS will not assign or attempt to assign OBLIGATIONS to parties not signatory to this Agreement.
104. PARTNERS will not interpret any ambiguity contained in this Agreement against each other. PARTNERS waive the provisions of California Civil Code section 1654.
105. A waiver of a PARTNER's performance under this Agreement will not constitute a continuous waiver of any other provision. An amendment made to any article or section of this Agreement does not constitute an amendment to or negate all other articles or sections of this Agreement.
106. A delay or omission to exercise a right or power due to a default does not negate the use of that right or power in the future when deemed necessary.
107. If any PARTNER defaults in its OBLIGATIONS, a non-defaulting PARTNER will request in writing that the default be remedied within thirty (30) calendar days. If the defaulting PARTNER fails to do so, the non-defaulting PARTNER may initiate dispute resolution.
108. PARTNERS will first attempt to resolve Agreement disputes at the PROJECT team level. If they cannot resolve the dispute themselves, the CALTRANS district director and the executive officer of CITY will attempt to negotiate a resolution. If PARTNERS do not reach

a resolution, PARTNERS' legal counsel will initiate mediation. PARTNERS agree to participate in mediation in good faith and will share equally in its costs.

Neither the dispute nor the mediation process relieves PARTNERS from full and timely performance of OBLIGATIONS in accordance with the terms of this Agreement. However, if any PARTNER stops fulfilling OBLIGATIONS, any other PARTNER may seek equitable relief to ensure that OBLIGATIONS continue.

Except for equitable relief, no PARTNER may file a civil complaint until after mediation, or forty-five (45) calendar days after filing the written mediation request, whichever occurs first.

PARTNERS will file any civil complaints in the Superior Court of the county in which the CALTRANS district office signatory to this Agreement resides or in the Superior Court of the county in which PROJECT is physically located. The prevailing PARTNER will be entitled to an award of all costs, fees, and expenses, including reasonable attorney fees as a result of litigating a dispute under this Agreement or to enforce the provisions of this article including equitable relief.

109. PARTNERS maintain the ability to pursue alternative or additional dispute remedies if a previously selected remedy does not achieve resolution.
110. If any provisions in this Agreement are found by a court of competent jurisdiction to be, or are in fact, illegal, inoperative, or unenforceable, those provisions do not render any or all other Agreement provisions invalid, inoperative, or unenforceable, and those provisions will be automatically severed from this Agreement.
111. PARTNERS intend this Agreement to be their final expression and supersedes any oral understanding or writings pertaining to OBLIGATIONS.
112. If during performance of WORK additional activities or environmental documentation is necessary to keep PROJECT in environmental compliance, PARTNERS will amend this Agreement to include completion of those additional tasks.
113. Except as otherwise provided in the Agreement, PARTNERS will execute a formal written amendment if there are any changes to OBLIGATIONS.
114. Partners agree to sign a COOPERATIVE AGREEMENT CLOSURE STATEMENT to terminate this Agreement. However, all indemnification, document retention, audit, claims, environmental commitment, legal challenge, maintenance and ownership articles will remain in effect until terminated, modified in writing by mutual agreement, or expire by the statute of limitations.
115. The following documents are attached to, and made an express part of this Agreement:  
SCOPE SUMMARY.

## **DEFINITIONS**

**ARRA** – American Recovery and Reinvestment Act of 2009

**CALTRANS STANDARDS** – CALTRANS policies and procedures, including, but not limited to, the guidance provided in the *Guide to Capital Project Delivery Workplan Standards* (previously known as WBS Guide) available at <http://www.dot.ca.gov/hq/projmgmt/guidance.htm>.

**CEQA (California Environmental Quality Act)** – The act (California Public Resources Code, sections 21000 et seq.) that requires state and local agencies to identify the significant environmental impacts of their actions and to avoid or mitigate those significant impacts, if feasible.

**CFR (Code of Federal Regulations)** – The general and permanent rules published in the Federal Register by the executive departments and agencies of the federal government

**CONSTRUCTION CAPITAL** – See PROJECT COMPONENT.

**CONSTRUCTION SUPPORT** – See PROJECT COMPONENT.

**COOPERATIVE AGREEMENT CLOSURE STATEMENT** – A document signed by PARTNERS that verifies the completion of all OBLIGATIONS included in this Agreement and in all amendments to this Agreement.

**FHWA** – Federal Highway Administration

**FHWA STANDARDS** – FHWA regulations, policies and procedures, including, but not limited to, the guidance provided at [www.fhwa.dot.gov/topics.htm](http://www.fhwa.dot.gov/topics.htm).

**FUNDING PARTNER** – A PARTNER, designated in the FUNDING SUMMARY, that commits a defined dollar amount to fulfill OBLIGATIONS. Each FUNDING PARTNER accepts responsibility to provide the funds it commits in this Agreement.

**FUNDING SUMMARY** – An executed document that lists the funding, billing, and payment commitments. Commitments include, but are not limited to, FUNDING PARTNER(S), fund source, fund type, payment method, invoice frequency, deposit amounts, and PROJECT COMPONENT(S) in which funds are to be spent. Funds listed on the FUNDING SUMMARY are “not-to-exceed” amounts for each FUNDING PARTNER.

**GAAP (Generally Accepted Accounting Principles)** – Uniform minimum standards and guidelines for financial accounting and reporting issued by the Federal Accounting Standards Advisory Board that serve to achieve some level of standardization. See <http://www.fasab.gov/accepted.html>.

**HM-1** – Hazardous material (including, but not limited to, hazardous waste) that may require removal and disposal pursuant to federal or state law whether it is disturbed by PROJECT or not.

**HM-2** – Hazardous material (including, but not limited to, hazardous waste) that may require removal and disposal pursuant to federal or state law only if disturbed by PROJECT.

**HM MANAGEMENT ACTIVITIES** – Management activities related to either HM-1 or HM-2 including, without limitation, any necessary manifest requirements and disposal facility designations.

**IMPLEMENTING AGENCY** – The PARTNER is responsible for managing the scope, cost, and schedule of a PROJECT COMPONENT to ensure the completion of that component.

**IQA (Independent Quality Assurance)** – Ensuring that the IMPLEMENTING AGENCY’s quality assurance activities result in WORK being developed in accordance with the applicable standards and within an established Quality Management Plan (QMP). IQA does not include any work necessary to actually develop or deliver WORK or any validation by verifying or rechecking work performed by another PARTNER.

**NEPA (National Environmental Policy Act of 1969)** – This federal act establishes a national policy for the environment and a process to disclose the adverse impacts of projects with a federal nexus.

**OBLIGATION COMPLETION** – PARTNERS have fulfilled all OBLIGATIONS included in this Agreement, and all amendments to this Agreement, and have signed a COOPERATIVE AGREEMENT CLOSURE STATEMENT.

**OBLIGATIONS** – All responsibilities included in this Agreement.

**OMB (Office of Management and Budget)** – This federal office oversees the preparation of the federal budget and supervises its administration in Executive Branch agencies.

**PARTNER** – Any individual signatory party to this Agreement.

**PARTNERS** – The term that collectively references all of the signatory agencies to this Agreement. This term only describes the relationship between these agencies to work together to achieve a mutually beneficial goal. It is not used in the traditional legal sense in which one PARTNER’s individual actions legally bind the other PARTNER.

**PROJECT COMPONENT** – A distinct portion of the planning and project development process of a capital project as outlined in California Government Code, section 14529(b).

- **PID (Project Initiation Document)** – The activities required to deliver the project initiation document for PROJECT.
- **PA&ED (Project Approval and Environmental Document)** – The activities required to deliver the project approval and environmental documentation for PROJECT.

- **PS&E (Plans, Specifications, and Estimate)** – The activities required to deliver the plans, specifications, and estimate for PROJECT.
- **R/W (Right of Way) SUPPORT** – The activities required to obtain all property interests for PROJECT.
- **R/W (Right of Way) CAPITAL** – The funds for acquisition of property rights for PROJECT.
- **CONSTRUCTION SUPPORT** – The activities required for the administration, acceptance, and final documentation of the construction contract for PROJECT.
- **CONSTRUCTION CAPITAL** – The funds for the construction contract.

**PROJECT MANAGEMENT PLAN** – A group of documents used to guide a project’s execution and control throughout that project’s lifecycle.

**QMP (Quality Management Plan)** – An integral part of the PROJECT MANAGEMENT PLAN that describes IMPLEMENTING AGENCY’s quality policy and how it will be used.

**QC/QAP (QUALITY CONTROL/QUALITY ASSURANCE PROGRAM)** - CALTRANS quality control and quality assurance procedures for all environmental documents as described in the Jay Norvell Memos dated October 1, 2012 (available at [http://www.dot.ca.gov/ser/memos.htm#LinkTarget\\_705](http://www.dot.ca.gov/ser/memos.htm#LinkTarget_705)). This also includes the independent judgment analysis and determination under CEQA that the environmental documentation meets CEQA Guideline requirements.

**RESIDENT ENGINEER** – A civil engineer licensed in the State of California who is responsible for construction contract administration activities. Said engineer must be independent of the design engineering company and the construction contractor.

**SCOPE SUMMARY** – The attachment in which each PARTNER designates its commitment to specific scope activities within each PROJECT COMPONENT as outlined by the *Workplan Standards Guide for the Delivery of Capital Projects* available at [www.dot.ca.gov/hq/projmgmt/guidance.htm](http://www.dot.ca.gov/hq/projmgmt/guidance.htm).

**SHS (State Highway System)** – All highways, right of way, and related facilities acquired, laid out, constructed, improved, or maintained as a state highway pursuant to constitutional or legislative authorization.

**SPONSOR** – Any PARTNER that accepts the responsibility to establish scope of PROJECT and the obligation to secure financial resources to fund PROJECT. SPONSOR is responsible for adjusting the PROJECT scope to match committed funds or securing additional funds to fully fund the PROJECT scope. If a PROJECT has more than one SPONSOR, funding adjustments will be made by percentage (as outlined in Responsibilities). Scope adjustments must be developed through the project development process and must be approved by CALTRANS as the owner/operator of the SHS.

**DFM (Department Furnished Material)** – Any materials or equipment supplied by CALTRANS.

**WORK** – All scope activities included in this Agreement.

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**CONTACT INFORMATION**

The information provided below indicates the primary contact information for each PARTNER to this Agreement. PARTNERS will notify each other in writing of any personnel or location changes. Contact information changes do not require an amendment to this Agreement.

The primary Agreement contact person for CALTRANS is:

Ravi Ghate, Project Manager  
100 South Main Street  
Los Angeles, California 90012  
Office Phone: (213) 897-5593  
Email: ravi\_ghate@dot.ca.gov

The primary Agreement contact person for CITY is:

Robert Yalda, Public Works Director/City Engineer  
100 Civic Center Way  
Calabasas, CA 91302  
Office Phone: (818) 224-1600  
Fax Number: (818) 225-7338  
Email: ryalda@cityofcalabasas.com

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**SIGNATURES**

PARTNERS declare that:

1. Each PARTNER is an authorized legal entity under California state law.
2. Each PARTNER has the authority to enter into this Agreement.
3. The people signing this Agreement have the authority to do so on behalf of their public agencies.

STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION

By: \_\_\_\_\_  
Carrie L. Bowen  
District 07 Director

CERTIFIED AS TO FUNDS:

By: \_\_\_\_\_  
Paul Kwong  
District Budget Manager

CITY OF CALABASAS

By: \_\_\_\_\_  
Tony Coroalles  
City Manager

ATTEST:

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

APPROVED AS TO FORM AND  
PROCEDURE:

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

DRAFT

DRAFT

**SCOPE SUMMARY**

45	678	Description	CT	CI	N/A
3265		Awarded and Approved Construction Contract			
5270		Construction Engineering and General Contract Administration		X	
5275		Construction Engineering and General Contract Administration of Structures Work		X	
5285		Contract Change Order Administration		X	
5290		Resolve Contract Claims		X	
5295		Accept Contract, Prepare Final Construction Estimate, and Final Report		X	
4300		FINAL RIGHT OF WAY ENGINEERING		X	

DRAFT

## CLOSURE STATEMENT

1. Did PARTNERS complete all scope, cost and schedule commitments included in this Agreement and any amendments to this Agreement?  
YES / NO
  
2. Did CALTRANS accept and approve all final deliverables submitted by CITY?  
YES / NO
  
3. Did the CALTRANS HQ Office of Accounting verify that all final accounting for this Agreement and any amendments to this Agreement were completed?  
YES / NO
  
4. If construction is involved, did the CALTRANS District Project Manager verify that all claims and third party billings (utilities, etc.) have been settled before termination of the Agreement?  
YES / NO

If ALL answers are “YES”, this form may be used to TERMINATE this Agreement.

### CLOSURE STATEMENT

PARTNERS agree that they have completed all scope, cost, and schedule commitments included in Cooperative Agreement 07-5002 and any amendments to this Agreement.

The final signature date on this document terminates Cooperative Agreement 07-5002 except survival articles.

All survival articles in Cooperative Agreement 07-5002 will remain in effect until expired by law, terminated or modified in writing by PARTNER's mutual agreement, whichever occurs earlier.

The people signing this Agreement have the authority to do so on behalf of their public agencies.

STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION

CITY

By: \_\_\_\_\_

By: \_\_\_\_\_

Name:

Name:

District 07 Director

City Manager

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

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

DRAFT

CERTIFIED AS TO ALL FINANCIAL  
OBLIGATIONS/TERMS AND POLICIES

By: \_\_\_\_\_

Name:

District Budget Manager

**ITEM 6 ATTACHMENT B**

**RESOLUTION NO. 2014-1417**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CALABASAS, CALIFORNIA AUTHORIZING THE CITY MANAGER TO EXECUTE COOPERATIVE AGREEMENT, DISTRICT AGREEMENT NO. 07-5002, WITH THE STATE OF CALIFORNIA FOR THE LOST HILLS ROAD INTERCHANGE IMPROVEMENT PROJECT.**

**WHEREAS**, the City of Calabasas desires to construct State highway improvements consisting of the replacement of the existing diamond configuration with a partial cloverleaf on State Route 101 at Lost Hills Road, referred herein as "Project; and

**WHEREAS**, the City of Calabasas desires to prepare the contract documents and advertise, award, and administer the construction contract for the Project in order to bring about the earliest possible completion; and

**WHEREAS**, the State of California is agreeable to City's proposal to prepare the contract documents and advertise, award , and administer the construction contract for the Project; and

**WHEREAS**, the State of California has prepared Cooperative Agreement, District Agreement No. 07-5002, that defines the terms and conditions under which the Project is to be constructed, financed, and maintained; and

**WHEREAS**, the City of Calabasas must enter into Cooperative Agreement No. 07-5002 so that the Project can be completed as proposed; and

**WHEREAS**, the City Council of the City of Calabasas wishes to delegate authorization to execute the signing of the Cooperative Agreement No. 07-5002 to the City Manager.

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Calabasas does hereby authorized the City Manager to execute the Cooperative Agreement, District Agreement No. 07-5002, with the State of California for the Lost Hills Road Interchange Improvement Project.

**BE IT FURTHER RESOLVED**, that the City Manager is authorized to execute amendments, certifications, assurances or other similar documents required by the State, its agencies or any grant agency so long as such amendments, certifications,

assurances or other similar documents do not commit the City to incur additional costs or expenses for the project.

**PASSED, APPROVED AND ADOPTED** this 11<sup>th</sup> day of June 2014.

ATTEST:

\_\_\_\_\_  
David J. Shapiro, Mayor

\_\_\_\_\_  
Maricella Hernandez, MMC  
City Clerk

APPROVED AS TO FORM

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



*CITY of CALABASAS*

**CITY COUNCIL AGENDA REPORT**

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**DATE: JUNE 2, 2014**

**TO: HONORABLE MAYOR AND COUNCILMEMBERS**

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

**SUBJECT: APPROVAL OF CONTRACT WITH VENCO WESTERN INC. FOR THE IMPLEMENTATION OF CITYWIDE SMART IRRIGATION CONTROL SYSTEM PROJECT**

**MEETING DATE: JUNE 11, 2014**

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**SUMMARY RECOMMENDATION:**

Staff recommends that the City Council approve a contract with Venco Western Inc. for the installation and implementation of the Citywide Smart Irrigation Control System Project.

**BACKGROUND:**

In November 2006, the voters of California enacted the Safe Drinking Water, Water Quality, and Supply, Flood Control, River and Coastal Protection Bond Act. Proposition 84, that authorized the Legislature to appropriate One Billion Dollars for Integrated Regional Water Management plans (IRWMP) and water related projects that address water supply, water quality, and habitat/open space needs in a region.

In August 2010, the California Department of Water Resources issued Proposition 84 Integrated Regional Water Management (IRWM) Grant Program Guidelines to establish the process and criteria to solicit applications, evaluate proposals, and award Proposition 84 grants under the IRWM Grant Program. City staff applied for

the competitive grant and received political support from various local organizations and elected officials.

The city's Smart Irrigation Control Project was one of 13 projects accepted by the Greater LA Region Leadership Committee among more than 100 applications, and received unanimous support from 2 Integrated Water Management Plan (IRWMP) Sub-committees representing agencies and stakeholders in Upper Los Angeles River and North Santa Monica Bay sub-regions.

All projects within the Greater Los Angeles Region are administered by Los Angeles County Flood Control District (LACFCD), which in turn will enter into agreement with the California Department of Water Resources to oversee projects and distribute funding to grant recipients.

On September 12, 2012, the Calabasas City Council approved a memorandum of Understanding (MOU) with the County of Los Angeles Flood Control District for funding of the project. City staff and consultants mapped the existing city-owned irrigation system in city facilities, parkways and street medians. A thorough evaluation of the existing technologies were made and then the design and specifications of the new Smart Irrigation System were developed.

## **DISCUSSION/ANALYSIS:**

### **A. Technical Features**

Smart controllers are irrigation clocks that automatically adjust irrigation run times in response to environmental changes. Smart controllers use sensors and weather information to manage watering times and frequency. As environmental conditions vary, the controller increases or decreases irrigation.

This project would upgrade the citywide irrigation system to produce a reduction in runoff and reduction in total water usage through the use of a central computer-based control station of operation for the entire system utilizing current Evapo-transpiration (ET) and wireless technology. During this upgrade the city may expand the reclaimed water usage to the irrigation system at several city properties.

The new ET controller software program that would be used under this project monitors local weather on a daily basis and automatically adjust via radio frequency. Reduction in irrigation water entering sensitive ecosystems and water bodies not only directly addresses water quality objectives of Prop. 84, but also goals of the Greater Los Angeles Basin's Integrated Regional Water Management Plan (IRWMP). Replacement of irrigation

controllers citywide is projected to conserve approximately 2 acre-feet of water per year which equals to an estimated reduction of 25% of water consumption, thus reducing the amount of water supplied by the Las Virgenes Municipal Water District (LVMWD). City spends approximately \$100,000 on water bills for publicly-owned landscaped areas including city parks, city facilities, street medians and parkway. By implementing the smart irrigation control system, city will be saving approximately \$25,000 year.

This system would be put into place at all City facilities, street medians and parkways. Based on the initial evaluation, over 46 controllers and 864 valves will be programmed to adapt to the new computer-based system. The new system will be capable of utilizing specific weather data based on city’s weather conditions, measuring flow and monitoring system efficiency and sending text alerts to operators for a variety of problems.

**B. Bid Process**

City issued a Request for Bids on April 1, 2014 and held a pre-bid conference on April 24, 2014. Four addenda were issued in response to questions and to clarify technical matters related to the scope of work. Five bids were received on May 6, 2014 from the following bidders:

<u>CONTRACTOR</u>	<u>AMOUNT</u>
STL Landscape, Inc.	\$704,050.00
Martinez Landscape Co., Inc.	\$536,639.00
Diversified Landscape Management, Inc.	\$502,625.08
Valley Crest Landscape Maintenance, Inc.	\$469,761.00
Venco Western, Inc.	\$468,108.68

After careful evaluation and bid analysis, Staff determined that Venco Western, Inc. is the lowest responsive bidder.

**FISCAL IMPACT/SOURCE OF FUNDING:**

City Council approved the budget for the Smart Irrigation Control Project in September 12, 2012. The cost of this contract will be paid thru account No. 40-319-6503-24.

**REQUESTED ACTION:**

That the City Council approve a contract with Venco Western Inc. for the

installation and implementation of the Citywide Smart Irrigation Control System Project.

**ATTACHMENTS:**

1. Articles of Agreement with Venco Western, Inc.
2. Letter from Valley Crest Landscape Maintenance
3. Staff Memo Regarding Valley Crest's Letter

ITEM 7  
**ATTACHMENT 1**

**ARTICLES OF AGREEMENT**

**SMART IRRIGATION CONTROL SYSTEM PROJECT  
SPECIFICATION NO. 13-14-03  
AGREEMENT IN THE CITY OF CALABASAS, CALIFORNIA**

THIS **SMART IRRIGATION CONTROL SYSTEM PROJECT, SPECIFICATION NO. 13-14-03, AGREEMENT (“AGREEMENT”)** is made and entered into for the above-stated project this **28<sup>TH</sup> OF MAY, 2014**, BY AND BETWEEN the City of Calabasas, a municipal corporation, hereafter designated as “AGENCY”, and **VENCO WESTERN, INC., a CALIFORNIA CORPORATION**, hereafter designated as “CONTRACTOR.”

WITNESSETH that AGENCY and CONTRACTOR have mutually agreed as follows:

**ARTICLE I: Contract Documents**

The contract documents for the **SMART IRRIGATION CONTROL SYSTEM PROJECT, SPECIFICATION NO. 13-14-03**, shall consist of the Notice Inviting Sealed Bids, Instructions To Bidders, Bid Proposal, Bid Schedule, Standard Specifications, Special Provisions, and all referenced specifications, details, standard drawings, and appendices; together with two signed copies of the AGREEMENT, two signed copies of required bonds; one copy of the insurance certificates, permits, notices, and affidavits; and also including any and all addenda or supplemental agreements clarifying, amending, or extending the work contemplated as may be required to ensure its completion in an acceptable manner (collectively referred to herein as the “Contract Documents”). All of the provisions of the Contract Documents are made a part hereof as though fully set forth herein.

**ARTICLE II: Scope of Work**

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

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

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

### **ARTICLE III: Compensation**

A. CONTRACTOR agrees to receive and accept the prices set forth in the Bid Proposal and Bid Schedule as full compensation for furnishing all materials, performing all work, and fulfilling all obligations hereunder. In no event shall the total compensation and costs payable to CONTRACTOR under this Agreement exceed the sum of **\$468,108.68 (FOUR HUNDRED SIXTY EIGHT THOUSAND ONE HUNDRED EIGHT DOLLARS AND SIXTY EIGHT CENTS)** unless specifically approved in advance and in writing by AGENCY.

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

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

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

### **ARTICLE IV: Labor Code**

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

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

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

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

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

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

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

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

#### **ARTICLE V: Work Site Conditions**

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

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

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

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

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

AGENCY shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or involve hazardous waste, and cause a decrease or increase in

CONTRACTOR's cost of, or the time required for, performance of any part of the work, AGENCY shall issue a change order under the procedures described in this AGREEMENT.

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

#### **ARTICLE VI: Insurance**

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

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

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

## **ARTICLE VII: Indemnification**

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

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

## **ARTICLE VIII: Binding Effect**

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

## **ARTICLE IX: Dispute Resolution**

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

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

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

**ARTICLE X: Independent CONTRACTOR**

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

**ARTICLE XI: Taxes**

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

**ARTICLE XII: Notices**

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

AGENCY: ALEX FARASSATI

CONTRACTOR: LINDA DEL NAGRO BURR

PROJECT MANAGER

PRESIDENT

CITY OF CALABASAS

VENCO WESTERN, INC.

100 CIVIC CENTER WAY

2400 EASTMAN AVENUE

CALABASAS, CALIFORNIA 91302-3172

OXNARD, CALIFORNIA 93030-5187

**ARTICLE XIII: Entire Agreement**

This AGREEMENT supersedes any and all other agreements, either oral or written, between the parties and contains all of the covenants and agreements between the parties pertaining to the work of improvements described herein. Each party to this AGREEMENT acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that any

other agreement, statement or promise not contained in this AGREEMENT shall not be valid or binding. Any modification of this AGREEMENT will be effective only if signed by the party to be charged.

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

#### **ARTICLE XIV: Authority to Contract**

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

#### **ARTICLE XV: General Provisions**

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

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

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

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

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

simultaneous or later exercise by such party of any of all of such other rights, powers or remedies.

F. CONTRACTOR shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to AGENCY under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to CONTRACTOR under this Agreement. All such documents shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of AGENCY. In addition, pursuant to Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds ten thousand dollars, all such documents and this Agreement shall be subject to the examination and audit of the State Auditor, at the request of AGENCY or as part of any audit of AGENCY, for a period of three (3) years after final payment under the Agreement.

IN WITNESS WHEREOF the parties hereto for themselves, their heirs, executors, administrators, successors, and assigns do hereby agree to the full performance of the covenants herein contained and have caused this AGREEMENT to be executed in duplicate by setting hereunto their names, titles, hands, and seals this **28<sup>TH</sup> DAY OF MAY, 2014**.

CONTRACTOR: **VENCO WESTERN, INC.**

\_\_\_\_\_  
**LINDA DEL NAGRO BURR, PRESIDENT**  
**CONTRACTOR'S LICENSE NO. C27 S62295**

AGENCY: \_\_\_\_\_  
**David J. Shapiro, Mayor** Date  
City of Calabasas

ATTESTED: \_\_\_\_\_  
**Maricela Hernandez, MMC, City Clerk** Date  
City of Calabasas

APPROVED AS  
TO FORM: \_\_\_\_\_  
**Scott H. Howard, City Attorney** Date  
City of Calabasas

**( EXECUTE IN DUPLICATE )**

**CERTIFICATE OF ACKNOWLEDGMENT**

State of California

County of \_\_\_\_\_

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

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (SEAL)



**CERTIFICATE OF ACKNOWLEDGMENT**

State of California  
County of \_\_\_\_\_

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

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (SEAL)



**CERTIFICATE OF ACKNOWLEDGMENT**

State of California

County of \_\_\_\_\_

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

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (SEAL)



**CERTIFICATE OF ACKNOWLEDGMENT**

State of California

County of \_\_\_\_\_

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

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (SEAL)

**NON-COLLUSION AFFIDAVIT**

The undersigned declares:

I am the \_\_\_\_\_ of \_\_\_\_\_, the party making the foregoing bid.

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

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

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

\_\_\_\_\_  
**LINDA DEL NAGRO BARR**

\_\_\_\_\_  
**PRESIDENT**

\_\_\_\_\_  
**VENCO WESTERN, INC.**

Business Address:  
**VENCO WESTERN, INC.**  
**2400 EASTMAN AVENUE**  
**OXNARD, CALIFORNIA 93030-5187**  
**(805) 981-2400**

**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: \_\_\_\_\_

**VENCO WESTERN, INC.**

By: \_\_\_\_\_  
LINDA DEL NAGRO BURR

\_\_\_\_\_  
PRESIDENT

Attest:

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

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

**ENDORSEMENTS TO INSURANCE POLICY**

**Name of Insurance Company:** \_\_\_\_\_

**Policy Number:** \_\_\_\_\_

**Effective Date:** \_\_\_\_\_

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

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

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

\_\_\_\_\_  
Authorized Insurance Agent

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



May 20, 2014

Mr. Tony Corrales  
City Manager – City of Calabasas  
100 Civic Center Way  
Calabasas, CA 91302

24151 Ventura Blvd.  
Calabasas, California 91302  
tel: 818.838.4700  
fax: 818.361.4292

[www.valleycrest.com](http://www.valleycrest.com)

Re: Smart Irrigation Control System Project, Specification # 13-14-03

Dear Mr. Corrales,

We are writing to shed more insight into the results of the recent proposal for the weather-based controller installation project within the City of Calabasas. Although ValleyCrest landed just shy of the lowest bid by \$1,600, we believe on a critical project valued at \$470,000, that other factors should be considered before finalizing the acceptance of the lowest bid.

When we met last, you explained that landscape projects would be awarded to the “lowest, responsible bidder.” We’d like to share why we believe ValleyCrest best meets this criteria and inform you of the contributions we made during the bid process that were clearly aimed toward establishing a partnership.

- PAL Rebate
  - We introduced information to your team about the PAL rebate. Essentially, this increases the City’s rebate from \$25 to \$40 per station. This translates to \$15 per station x 860 stations totaling \$12,900 in rebates or 60% more than expected.
- Technical Questions
  - All technical questions asked during the bidding process which resulted in addendum items were asked by ValleyCrest, demonstrating thorough due diligence. None were asked by other bidders.
- Experience
  - Without question, ValleyCrest brings unparalleled experience installing and managing smart controller, master valve and flow sensor retrofit projects for large public agencies. We have more references on projects of this scale and scope than any other landscape services provider and we’re happy to have you contact any of them.



**ValleyCrest**  
Landscape Maintenance

- Inclusion of costs for services required by the city
  - Our bid includes \$9,200 for a Civil Engineer to design traffic control plans in order to perform the work safely (a benefit for our employees and city residents), and in compliance with the RFP documents. It would be important to ensure that other bidders have done the same, since our experience suggests that this item is sometimes overlooked.

We truly hope that you'll consider these additional points as you render a final decision on your partner for this project. Please contact me at 818-838-4700 or [fannino@valleycrest.com](mailto:fannino@valleycrest.com) with any questions.

Best regards,

Frank Annino  
Vice President, Regional Manager  
ValleyCrest Landscape Maintenance

cc: Robert Yalda, Public Works Director, City of Calabasas  
Steve Ball, Landscape Manager, City of Calabasas  
Caroline Weilert, Vice President of Marketing, ValleyCrest

### Item 7 Attachment No. 3

#### **Memo Regarding Valley Crest's Letter**

The second low-bidder, Valley Crest landscape Maintenance Inc., sent a letter to the City Manager dated May 20, 2014 addressing some concerns about the validity of the lowest bid. The letter is not in the form of a bid process "protest letter" as defined by law.

Valley Crest Landscape Maintenance raised 4 concerns to justify that they should be awarded the contract as the lowest-bidder:

- a) PAL Rebate Program,
- b) Technical Questions,
- c) Experience,
- d) Inclusion of Costs of Services Required by the City

As the City Attorney explained to the City Council during the May 28, 2014 Council meeting, items b and c above, involving experience and asking technical questions, are totally irrelevant to the bid process.

Here's City response to the other two concerns:

#### ***a) PAL Rebate Program:***

PAL stands for *Public Agency Landscape Program*. Prior to releasing the bid packet, City staff had identified a rebate program funded by the Metropolitan Water District for "Commercial Projects" (including government projects) and asked the bidders to file the rebate application after they purchased the controllers in order to receive the rebate. This process was identified on the commercial rebate program. The rebate amount was \$25 per station (valve). Bidders were expected to obtain the latest information and deduct the rebate amount from their bid proposal.

During the bid process a new rebate program was initiated by the funding agency for government agencies that allowed claiming the rebate prior to purchasing the controllers and the rebate amount had increased to \$40 per station, under the condition that the rebate application was filed directly by the public agency.

Valley Crest notified the City about this new program, therefor an addendum was issued on April 28, 2014 deleting all references to the rebate program from the Specifications and the Bid Proposal Form. The addendum did not change the nature of bid proposal that was based on labor and material, with or without the rebate.

***d) Inclusion of costs for services required by the City***

All bidders included the cost of preparing the traffic control into their proposal. This requirement was spelled out in Page 120 of the Specifications that stated:

*"703-7 Measurement and Payment:*

*Payment for traffic control shall be included in the bid prices for other items of work and no additional payment will be made. Such payment shall be considered full compensation for furnishing and maintaining all materials, labor, equipment, and all incidentals necessary to complete the work in accordance with the Standard Specifications and these Special Provisions."*

Venco Western, Inc., Valley Crest Landscape maintenance, Inc. and other bidders included this cost in their bid. This will demonstrate the "level playing field".

Based on a thorough review of the bids, staff respectfully notes there is no merit to any contention that the apparent low bidder was non-responsive. While we respect Valley Crest's experience and qualifications, in this sealed competitive bid process, this is simply a case of the low bidder having a sharper pencil.



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

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**DATE: MAY 23, 2014**

**TO: HONORABLE MAYOR AND COUNCILMEMBERS**

**FROM: ~~RF~~ ROBERT YALDA, P. E., T. E., DIRECTOR OF PUBLIC WORKS/CITY ENGINEER**

**ANDREW BROZYNA, P.E., DEPUTY PUBLIC WORKS DIRECTOR**

**SUBJECT: RECOMMENDATION TO APPROVE AMMENDMENT NO. 2 TO INCREASE THE VALUE OF THE PROFESSIONAL SERVICES AGREEMENT WITH CLEANSTREET FOR STREET SWEEPING SERVICES, AND AUTHORIZE THE PUBLIC WORKS DIRECTOR TO APPROVE AMMENDMENT NO. 3 TO INCREASE THE VALUE OF THE PROFESSIONAL SERVICES AGREEMENT WITH CLEANSTREET FOR STREET SWEEPING SERVICES, UPON THE COMPLETION OF AMMENDMENT NO. 2.**

**MEETING DATE: JUNE 11, 2014**

---

**SUMMARY RECOMMENDATION:**

Staff recommends approving Amendment No. 2 with CleanStreet for street sweeping services extending the contract agreement one year and increasing the contract value by \$93,233.38.

Staff also recommends authorizing the Public Works Director to approve Amendment No. 3 with CleanStreet for street sweeping services extending the contract agreement one year and increasing the contract value by \$93,233.38, plus a CPI increase of the basic contract services, upon the successful completion of Amendment No. 2.

**BACKGROUND:**

The City's street sweeping services are currently provided by CleanStreet. On June 8, 2011, City Council awarded the contract to CleanStreet for a two year term with up to three one year extensions. On May 22, 2013, Council approved the first amendment to the contract extending the contract agreement one year and increasing the contract value by \$92,500.

The base contract consists of sweeping the City's arterial streets weekly, sweeping the residential streets on a bi-weekly basis, and sweeping the Tennis and Swim Center parking lot and the City Hall parking lot weekly.

In addition, the current agreement includes budget for unforeseen needs and to support other City departments with cleanup efforts following City events such as the Pumpkin Festival, the July 4th fireworks show, and Arts Festival.

**DISCUSSION/ANALYSIS:**

CleanStreet has proven to be a reliable service contractor and is known for quickly responding to requests for information or assistance when the need arises.

Staff recommends extending the agreement with CleanStreet for an additional year and increasing the contract by \$93,233.38. This amount consists of \$80,733.38 for the basic contract services, listed in Exhibit A, which includes a 1.08% Consumer Price Index (CPI) increase from last year's amendment, per Exhibit B. The remaining difference, of \$12,500, is for unforeseen needs and to support other City departments with cleanup efforts as needed following City events such as the Pumpkin Festival, the July 4th fireworks show, and Arts Festival.

The recommended increase and contingency costs increase the current cumulative contract amount of \$276,531 to a not to exceed total of \$369,764.38.

Upon approval of Amendment No. 2 (Exhibit C), staff requests Council authorization for an additional one year extension of the contract (Amendment No. 3) per the contract terms and the recommendation of staff presented to the Council at the meeting of June 8, 2011. Staff recommends Council authorize the Director of Public Works to execute Amendment No. 3 upon a determination by the Director that CleanStreet has successfully performed and completed services under Amendment No.2.

**FISCAL IMPACT/SOURCE OF FUNDING:**

Staff is recommending Council appropriate \$93,233.38 from the General Fund 10, Division 312 Street Maintenance Services to the Street Sweeping account and adjust the budget accordingly for Amendment No. 2.

Staff is recommending Council authorize an additional budgeted amount of \$93,233.38, plus a CPI increase for the basic contract services to be performed for fiscal year 2015/2016. The budgeted funds shall not be expended unless and until the Director of Public Works approves Amendment No. 3. Staff is requesting that the funds be allocated from the General Fund 10, Division 312 Street Maintenance Services to the Street Sweeping account.

**REQUESTED ACTION:**

Staff recommends approving Amendment No. 2 with CleanStreet for street sweeping services extending the contract agreement one year and increasing the contract value by \$93,233.38.

Staff also recommends authorizing the Public Works Director to approve Amendment No. 3 with CleanStreet for street sweeping services extending the contract agreement one year and increasing the contract value by \$93,233.38, plus a CPI increase of the basic contract services, upon the successful completion of Amendment No. 2.

**ATTACHMENTS:**

- Exhibit A: Basic Contract Services
- Exhibit B: CleanStreet Letter – CPI Increase
- Exhibit C: Proposed Amendment No. 2
- Exhibit D: Professional Services Agreement with CleanStreet  
with Amendment No. 1

ITEM 8 EXHIBIT A



CITY of CALABASAS

Fee Schedule

No.	Item Description	Est Quantity	Unit	Unit Price	No. of Cleanings / Yr	Annual Cost
1	Bi-weekly: Residential streets per General Scope of Services, Pg 7	79	Curb Mile	\$21.23	26	\$43,606.42
2	Weekly: Arterials per table, Pg 19	31	Curb Mile	\$21.23	52	\$34,222.76
3	Weekly: City Hall parking lot per General Scope of Services, Pg 7	N/A	LS / Wk	\$25.27	52	\$1,314.04
4	Tennis & Swim Center per General Scope of Services, Pg 7	N/A	LS / Wk	\$25.27	52	\$1,314.04
5	Park Mirasol	0.5	Curb Mile	\$21.23	26	\$276.12

The contractor shall be responsible for calculating and providing unit prices for the schedule. The proposal schedule shall include all costs for services, labor, materials, equipment, and disposal fees associated in completing the work as specified in the RFP.

**Bid Schedule Total (Annual Contract Amount):** \$ 80, 733.38

**Bid Schedule Total (Annual Contract Amount in words):**

Eighty thousand seven hundred thirty-three dollars and thirty-eight cents

R. Anderson  
 (Company Name of Bidder)

Date: April 2, 2014



April 2, 2014

Mr. Larry Edmonson  
City of Calabasas  
23135 Mureau Road  
Calabasas, CA 91302

Hi Larry,

CleanStreet is willing to extend the street sweeping contract with the City of Calabasas for an additional one year period, from July 1, 2014 to June 30, 2015.

All terms, conditions, and scope of work will remain the same. The fee schedule shall be increased by 1.08% (see attached).

We appreciate the work we have with the City of Calabasas and look forward to continuing the excellent working relationship CleanStreet has with the City for years to come.

Please call if you have any questions or comments.

Sincerely,  
CLEANSTREET

*Rick Anderson*  
Director of Business Development

Cell: (310) 740-1601  
Office: (800) 225-7316 x108  
[randerson@cleanstreet.com](mailto:randerson@cleanstreet.com)

ITEM 8 EXHIBIT C

**AMENDMENT No. 2 TO PROFESSIONAL SERVICES AGREEMENT**  
(City of Calabasas and CleanStreet)

This Amendment No. 2 (“Amendment”) to Professional Services Agreement (“Agreement”) is made on this 14th day of April, 2014 at Calabasas, California, by and between the City of Calabasas, a municipal corporation, 100 Civic Center Way, Calabasas, California 91302 (“City”) and CleanStreet, 1937 West 169<sup>th</sup> Street, Gardena California, 90247 (“Contractor”).

This “Amendment” modifies the original “Agreement” between the “City” and the “Contractor” dated July 1, 2011 in the following fashion:

- A. ~~“City” and “Contractor” desire to amend the “Agreement” by modifying section 3.1 – Scope of Services as set forth in “Consultant’s” [Month, Day, Year] proposal to “City” attached hereto as Exhibit [A-1] and incorporated herein by this reference.~~
- B. ~~“City” and “Contractor” desire to amend the “Agreement” by modifying section 3.2 – Approved Fee Schedule as set forth in “Consultant’s” [Month, Day, Year] fee schedule to “City” attached hereto as Exhibit [B-1] and incorporated herein by this reference.~~
- C. “City” and “Contractor” desire to amend the “Agreement” by modifying section 3.4 – Expiration Date of the “Agreement” to read as follows:  
  
3.3 “Expiration Date”: June 30, 2015.
- D. “City” and “Contractor” desire to amend the “Agreement” by modifying the total compensation and costs payable to “Consultant” under this “Agreement” to a not-to-exceed sum of \$369,764.38.

**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**

By: \_\_\_\_\_  
David Shapiro, Mayor

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

**“Consultant”**  
**CleanStreet**

By: \_\_\_\_\_  
Jerry Costello, CEO

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

By: \_\_\_\_\_  
Rick Anderson, Secretary

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

Attest:

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

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

Approved as to form:

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

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

**FEE SCHEDULE SUMMARY**

- 1) \$80, 733.38 (Per fee schedule, attached)
- 2) \$12, 500\*

\*For unseen needs and to support other City Departments with clean-up efforts following City events as needed.

Total contract increase: \$80, 733.38 + \$12, 500 = \$93, 233.38

**TOTAL CONTRACT AMOUNT**

\$276, 531 (Prior contract amount) + \$93, 233.38 = \$369, 764.38



April 2, 2014

Mr. Larry Edmonson  
City of Calabasas  
23135 Mureau Road  
Calabasas, CA 91302

Hi Larry,

CleanStreet is willing to extend the street sweeping contract with the City of Calabasas for an additional one year period, from July 1, 2014 to June 30, 2015.

All terms, conditions, and scope of work will remain the same. The fee schedule shall be increased by 1.08% (see attached).

We appreciate the work we have with the City of Calabasas and look forward to continuing the excellent working relationship CleanStreet has with the City for years to come.

Please call if you have any questions or comments.

Sincerely,  
CLEANSTREET

*Rick Anderson*  
Director of Business Development

Cell: (310) 740-1601  
Office: (800) 225-7316 x108  
[randerson@cleanstreet.com](mailto:randerson@cleanstreet.com)



Fee Schedule

No.	Item Description	Est Quantity	Unit	Unit Price	No. of Cleanings / Yr	Annual Cost
1	Bi-weekly: Residential streets per General Scope of Services, Pg 7	79	Curb Mile	\$21.23	26	\$43,606.42
2	Weekly: Arterials per table, Pg 19	31	Curb Mile	\$21.23	52	\$34,222.76
3	Weekly: City Hall parking lot per General Scope of Services, Pg 7	N/A	LS / Wk	\$25.27	52	\$1,314.04
4	Tennis & Swim Center per General Scope of Services, Pg 7	N/A	LS / Wk	\$25.27	52	\$1,314.04
5	Park Mirasol	0.5	Curb Mile	\$21.23	26	\$276.12

The contractor shall be responsible for calculating and providing unit prices for the schedule. The proposal schedule shall include all costs for services, labor, materials, equipment, and disposal fees associated in completing the work as specified in the RFP.

**Bid Schedule Total (Annual Contract Amount):** \$ 80, 733.38

**Bid Schedule Total (Annual Contract Amount in words):**

Eighty thousand seven hundred thirty-three dollars and thirty-eight cents

R. Anderson  
(Company Name of Bidder)

Date: April 2, 2014

## SCOPE OF SERVICES

### Schedule:

The monthly progress payment shall be based on the unit price in the proposal and actual curb miles swept. The residential street sweeping shown on the Street Sweeping Schedules and List of Streets to be swept shall be performed on Monday, Tuesday and Wednesday of every other week. Arterials street sweeping shown on the Street Sweeping Schedules and List of Streets are to be swept weekly on the corresponding Monday, Tuesday and Wednesday schedule. The parking lot of the Tennis and Swim Center located at 23400 Park Sorrento shall be swept on the second and fourth Thursday of each month, between the hours of 7:00 a.m. and 9:00 a.m. The City Hall parking lot shall be swept weekly.

### Executions To The Schedule:

When inclement weather, in the opinion of the Engineer, prevents adherence to the sweeping schedule, the Contractor shall not be required to comply with the schedule. However, the Contractor shall perform all extra work resulting from such inclement weather without additional charge when the streets are next swept in accordance with the City's approved schedule.

In the event the Contractor is prevented from completing the sweeping for any reason other than inclement weather (i.e. observed holidays or because of equipment breakdown, etc.), the Contractor shall be required to complete the sweeping so deferred prior to the next scheduled sweeping date, or give the City credit for the work not performed in accordance with the compensation rate specified in the Contractor's bid proposal, subject to the approval of the City. If the contractor decides to complete the deferred sweeping in order to avoid giving the Agency credit for work not performed, the sweeping must commence on the next available date and the regular street sweeping sequence defined on Street Sweeping Schedules and List of Streets in Attachment C must be maintained.

The Contractor will be advised of any possible temporary/permanent disruptions to the sweeping schedule that will require temporary/permanent changes to the schedule. Upon notification of any such disruption, the Contractor will submit, within five (5) working days, a revised temporary/permanent schedule to accommodate the newly advised situation to the Engineer for approval. No additional compensation will be made for work required by the Contractor to create, submit and deploy the newly revised schedule.

### Additional Work:

In the event the Agency desires to extend the regularly scheduled street sweeping program to include additional streets after the effective date of the contract, then any such additional sweeping which is required of the Contractor shall be paid for at the current bid unit price for compensation specified by this contract or any subsequent amendments to it.

The Contractor shall provide on-call street sweeping services as directed by the Engineer. The Contractor will be given a two (2) hour notification when these services are required, and they will be paid for at the current unit prices for compensation specified by this contract or any subsequent amendments to it.

### Standards of Performance:

The Contractor shall perform in accordance with standards of performance which are considered to be good street sweeping practices and which are subject to approval of the City.

Street sweeping speed shall not exceed the manufacturer's recommendations for the sweeper nor the speed for good street sweeping practices as determined by the City. In any case, vehicle speed shall not exceed eight (8) miles per hour during sweeping operations. The City may require installation of sweeping speed monitoring devices to record actual vehicle speed during sweeping to verify sweeping speed.

### Public Convenience:

The Contractor shall conduct his operations in a manner that causes the least possible obstruction and inconvenience to the public and to the flow of public traffic. The City shall determine whether the level of inconvenience the Contractor's operations causes is acceptable.

### Citizen Complaints:

The Contractor shall investigate and respond to any and all complaints received from the City which may concern the quality of the Contractor's performance. Complaints received prior to 5:00 p.m. shall be resolved the next working day (a working day shall be defined as Monday through Friday). If the resolution of a valid citizen complaint results in any action by the Contractor (re-sweeping, etc.), then this action will be performed at no cost to the City.

Valid complaints by citizens related to the quality of the Contractor's performance in excess of five (5) per month shall be considered excessive, and may be the basis for cancellation of the contract by the City with no less than thirty (30) days advance written notice to the Contractor.

The Contractor shall maintain a Complaint Log of all complaints received. The log will include the date and time of the complaint, the nature of the complaint, and the action that was taken by the Contractor to resolve the complaint. The Complaint Log will be turned in weekly, as part of the Contractor's Weekly Report.

### Weekly Report:

The Contractor will submit a Weekly Report which details all work accomplished and any problems encountered during the week. At a minimum, the Weekly Report shall include the following:

- The services accomplished during the week, including the actual number of curb miles swept
- The Complaint Log for the week covered by the Weekly Report
- A description of any unusual incidents that affected the Contractor's performance of services

- A description of any problems within the public right-of-way concerning construction material/stockpiles, accumulation of debris, street failures, downed traffic signs, standing water, overgrown vegetation and any other maintenance problems, whether or not these problems affect the performance of the Contractor's services

The Weekly Report shall be signed by a company representative legally qualified to represent the Contractor.

Personnel:

The Contractor shall employ competent and experienced drivers and mechanics for the performance of the contract services. The determination of the competency of the Contractor's personnel is subject to the approval of the City. All drivers shall possess a valid California Drivers License of the class required for the equipment operated. The drivers and other agents of the Contractor shall be in uniform or other suitable attire while performing the contract services. The suitability of the attire is subject to the approval of the City.

Equipment:

All equipment used for the performance of this contract shall be standard heavy-duty mechanical or vacuum street sweeping equipment necessary to properly clean streets of litter, dirt, rocks, leaves and other debris. In no event will the contractor utilize any equipment which is more than five (5) years old. The Contractor must show proof of ownership or a signed lease for each piece of equipment listed in the bid proposal.

All equipment used for the performance of the Contractor's services shall be equipped with adequate warning devices and lights for safe operation. Also, all equipment used by the Contractor shall conform to the requirements of the State of California Department of Motor Vehicles, the California Highway Patrol and any other applicable governing bodies.

All Equipment used in the performance of the Contractor's services must be registered and insured in accordance with the State of California Department of Motor Vehicles.

All equipment used in the performance of the Contractor's services must be equipped with an efficient water spray system for dust control, and the spray system must be maintained in good operating condition.

All sweeping equipment used for the performance of the Contractor's services shall be equipped with communication equipment which will allow the Contractor's main office to contact the sweeper drivers.

All equipment used for the performance of the Contractor's services shall be kept in a neat and clean appearance, maintained in top mechanical condition and properly adjusted from an operational and from a safety standpoint. The Contractor shall at all times maintain adequate standby sweeping equipment to be used in the event of equipment breakdown.

The equipment used to sweep the parking lot of the Tennis and Swim Center shall be a low profile, parking lot type sweeper, due to the oak tree canopy situation in the lot.

The Agency does not have suitable sites for storage of street sweeping equipment, and the Contractor is responsible for making any arrangements required, at no cost to the City.

**The Contractor shall comply with AQMD 1186.1 to the satisfaction of the City Engineer.**

Water:

The Contractor shall make his own arrangements for providing water for all sweeping services in the City, at no cost to the City.

Refuse Disposal:

The Contractor shall dispose of all refuse collected by hauling same to Los Angeles County Sanitation District #2, Lost Hills Landfill.

Measurement and Payment:

Payment for conforming to all the provisions of the Contract Documents shall be considered to be included in the contract unit prices or lump sum price for the items of work bid and shall include all costs for labor, materials, refuse disposal and equipment required for the execution of the work unless otherwise set forth.

The following sets forth a general description of the type of work for each bid item listed in the schedule, but is not intended to be all inclusive. All work specifically shown, called for, or indicated in the Contract Documents shall be performed whether or not specifically listed under an item description.

Street Sweeping Schedules and List of Streets:

Route 1 - Monday		
Adamor Rd	Hot Springs Pl	Park Miramar
Agoura Rd	Kenrose Cir	Parkmor Rd
Alizia Canyon Dr	Las Virgenes Rd	Paseo Primario
Arroyo Willow Ln	Live Oak Ct	Philrich Cir
Belbert Cir	Lost Hills Rd	Parkway Calabasas
Cactus Tr	Lost Oak Ct	Poppysseed Pl
Calabasas Hills Rd	Lost Springs Dr	Raven Ct
Ceanothus Pl	Lupine Ln	Red Bluff Dr
Cold Springs St	Malibu Hills Rd	Roymor Dr
Cottonwood Grove Tr	Marigold Ct	Ruthwood Dr
Deer Trail Ct	Meadow Creek Ln	Sage Ct
Deerweed Tr	Mureau Rd	Shadow Hills Rd
Edenpark Dr	Oak Glen St	Sunflower Ct
Farmfield Rd	Oleander Ct	Thousand Oaks Blvd
Goldenrod Pl	Orchid Ln	Trana Cr
Greenview Rd	Park Entrada	Veva Way
Hatmor Dr	Park Granada	Willow Glen St

(Refer to Page 14, Schedule for street cleaning frequency)

Route 2 - Tuesday		
Adamsville Ave	Federlist Rd	Old Topanga Canyon Rd
Algonaut Dr	Founders Dr	Palais Pl
America Way	Freedom Dr	Park Mirasol
Belleau Ct	Galilee St	Paul Revere Dr
Blackbird Way	Ganelon Dr	Peacock Ct
Bluebird Dr	Harney Pl	Peale Dr
Bon Homme Rd	Hummingbird Wy	Pickney Dr
Brandywine Dr	Indals Pl	Pine Hollow Rd
Cairnloch St	Jameson Dr	Pulido Ct
Calipatria Dr	Jameson Pl	Schuykill Dr
Carsamba Dr	Kearney St	Sea Wind Pl
Charlestown Dr	Kingfisher Rd	Sparrow Dell Dr
Daguerre Ave	Le Mans Dr	Ticonderoga Rd
Dardenne St	Liberty Bell Rd	Towhee Dr
De Grasse Dr	Lido Ct	Town Crier Rd
De Kalb Dr	Magna Carta Rd	Valdez Rd

Declaration Ave	Malibu Hills Rd	Valmar Rd
Delia Ct	Meadow Lark Dr	Via Del Prado
Dunmore Dr	Mourning Dove Way	Via Leonardo
Eddingham Ave	Mulholland Hwy	Waterford Way
Faubion Pl	Oak Hollow Rd	Wrencrest Dr

(Refer to Page 14, Schedule for street cleaning frequency)

Route 3 - Wednesday		
Agoura Rd	Park Allegra	Park Livorno
Alizia Canyon Dr	Park Andora	Park Madrid
Ambridge Dr	Park Antigua	Park Mallorca
Calabasas Rd	Park Aurora	Park Mariposa
Calamine Dr	Park Belmonte	Park Melinda
Cangas Dr	Park Capri	Park Milano
Canwood St	Park Contessa	Park Mirasol
Civic Center Way	Park Cordero	Park Monaco
Dantes View Dr	Park Corona	Park Olivo
De Berry Dr	Park Ensenada	Park Ora
Edgeward Dr	Park Esperanza	Park Serena
El Canon Ave	Park Fortuna	Park Sevilla
Esward Dr	Park Granada	Park Sienna
Garret Dr	Park Hacienda	Park Sorrento
Helmond Dr	Park Helena	Park Verona
Ludgate Dr	Park Hermosa	Park Vicente
Park Adelfa	Park Jacaranda	Parkville Rd
Park Alisal	Park Jazmin	

(Refer to Page 14, Schedule for street cleaning frequency)

Route 5 - Tuesday		
Aster Tr	Gladiola Dr	Poppy Dr
Canyon Dr	Lilac Tr	Summit Dr
Clover Tr	Locust Dr	Valley View Rd
Daisy Tr	Mesquite Dr	
Elm Dr	Pansy Tr	

(Refer to Page 14, Schedule for street cleaning frequency)

Arterials		
Agoura Rd	Mureau Rd	Park Sorrento
Calabasas Rd	Old Topanga / Valmar Rd	Pkwy Calabasas
Las Virgenes Rd	Park Capri	Thousand Oaks Blvd
Lost Hills Rd	Park Granada	
Mulholland Hwy	Park Sienna	

(Refer to Page 14, Schedule for street cleaning frequency)

Current Posted Streets:

Streets Swept on Monday

1. Las Virgenes Road (east side only) – from Parkmor to the cul-de-sac at the north end  
Posted 8:00 a.m. to 11:00 a.m.
2. Thousand Oaks Blvd (both sides) – between Las Virgenes Road and Ruthwood Drive.  
Posted 8:00 a.m. to 11:00 a.m.
3. Alizia Canyon Dr (south side) – from Parkmor to the end of the cul-de-sac.  
Posted 9:00 a.m. to 11:00 a.m.
4. Malibu Hills Rd (south side) – from Lost Hills east to the end of the cul-de-sac.  
Posted 7:00 a.m. to 9:00 a.m.
5. Malibu Hills Rd (south side) – from 27040 Malibu Hills Rd to Lost Hills Rd.  
Posted 7:00 a.m. to 9:00 a.m.
6. Agoura Rd (north side) – from Las Virgenes Rd to Lost Hills Rd.  
Posted 7:00 am to 9:00 a.m.

### Streets Swept on Tuesday

1. Gladiola Dr (both sides) – from Valley View to the end of the cul-de-sac.  
Posted 9:00 a.m. to 11:00 a.m.
2. Park Mirasol (east side) – from Park Sorrento to the end of the cul-de-sac.  
Posted 8:00 a.m. to 11:00 a.m.
3. Park Sorrento (frontage) – from 23358 Park Sorrento to 23306 Park Sorrento.  
Posted 8:00 a.m. to 11:00 a.m.
4. Malibu Hills Rd (north side) – from Lost Hills east to the end of the cul-de-sac.  
Posted 7:00 a.m. to 9:00 a.m.
5. Malibu Hills Rd (north side) – from Lost Hills Rd to Agoura Rd.  
Posted 7:00 a.m. to 9:00 a.m.
6. Eddingham Ave (both sides) – Mulholland Hwy to Dardenne.  
Posted 10:00 a.m. to 1:00 p.m

### Streets Swept on Wednesday

1. Park Granada Blvd (south side) – between Park Capri and Park Sorrento.  
Posted 8:00 a.m. to 11:00 a.m.
2. Park Sorrento (north side) – between Park Granada and 23459 Park Sorrento.  
Posted 6:00 am to 7:00 am.
3. Park Mirasol (west side) – from Park Sorrento south to the end of the cul-de-sac.  
Posted 8:00 a.m. to 11:00 a.m.
4. Park Sorrento (north side) – between 23459 Park Sorrento and 23351 Park Sorrento.  
Posted 8:00 am to 9:00 am.
5. Alizia Canyon Dr (north side) – from Ruthwood to the end of the cul-de-sac.  
Posted 9:00 a.m. to 11:00 a.m.
6. Agoura Rd (south side) – from Lost Hills Rd to 26520 Agoura Rd.  
Posted 7:00 am to 9:00 am.



POLICY NUMBER: 506-8763082  
CleanStreet, Inc.

COMMERCIAL GENERAL LIABILITY  
CG 20 26 07 04

DBA: California Street Maintenance

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

**Name Of Additional Insured Person(s) Or Organization(s)**

ANY PERSON OR ORGANIZATION THAT THE INSURED HAS AGREED BY WRITTEN CONTRACT OR WRITTEN AGREEMENT TO NAME AS AN ADDITIONAL INSURED AND EXECUTED PRIOR TO THE OCCURRENCE OF ANY LOSS

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.

SUCH COVERAGE AS IS AFFORDED BY THIS POLICY FOR THE BENEFIT OF THE ADDITIONAL INSURED SHALL BE PRIMARY AND ANY OTHER INSURANCE MAINTAINED BY THE ADDITIONAL INSURED SHALL BE NON-CONTRIBUTING WITH THE COVERAGE PROVIDED UNDER THIS POLICY.

**PROFESSIONAL SERVICES AGREEMENT**  
(City of Calabasas / *Cleanstreet*)

**1. IDENTIFICATION**

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

**2. RECITALS**

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

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

**3. DEFINITIONS**

- 3.1 "Scope of Services": Such professional services as are specifically required by the City to satisfy its street sweeping needs and set forth in Consultant's May 20, 2011 proposal to City attached hereto as Exhibit A and incorporated herein by this reference.
- 3.2 "Approved Fee Schedule": Such compensation rates as are set forth in Consultant's May 19, 2011 fee schedule to City attached hereto as Exhibit B and incorporated herein by this reference.
- 3.3 "Commencement Date": July 1, 2011.
- 3.4 "Expiration Date": July 1, 2013.

**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)   m   (Contractor)   GC

- 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 Hundred Eighty-four Thousand, One Hundred Seventy-two** Dollars **(\$184,172.00)** 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. **Rick Anderson** shall be Consultant's project administrator and shall have direct responsibility for management of Consultant's performance under this Agreement. No change shall be made in Consultant's project administrator without City's prior written consent.

6. **COMPENSATION**

- 6.1 City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept in full satisfaction for such services, payment in accordance with the Approved Fee Schedule.
- 6.2 Consultant shall submit to City an invoice, on a monthly basis or less frequently, for the services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period and the amount due. Within ten business days of receipt of each invoice, City shall notify Consultant in writing of any disputed amounts included on the invoice. Within thirty calendar days of receipt of each invoice, City shall pay all undisputed amounts included on the invoice. City shall not withhold applicable taxes or other authorized deductions

from payments made to Consultant.

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

**7. OWNERSHIP OF WRITTEN PRODUCTS**

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

**8. RELATIONSHIP OF PARTIES**

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

**9. 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.

Initials: (City) AM (Contractor) JC

**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 incurred by counsel of City's choice.
- 10.3 City shall have the right to offset against the amount of any compensation due Consultant under this Agreement any amount due City from Consultant as a result of Consultant's failure to pay City promptly any indemnification arising under this Section 10 and related to Consultant's failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.
- 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

Initials: (City)

AS

(Contractor)

JC

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 Two Million dollars (\$2,000,000) per incident.

11.1.3 Worker's Compensation insurance as required by the laws of the State of California.

~~11.1.4 Professional Errors and Omissions Insurance with coverage limits of not less than Two Million Dollars (\$2,000,000).~~

- 11.2 Consultant shall require each of its subcontractors to maintain insurance coverage that meets all of the requirements of this Agreement.

11.3 The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A:VII in the latest edition of Best's Insurance Guide.

- 11.4 Consultant agrees that if it does not keep the aforesaid insurance in full force and effect, City may either (i) immediately terminate this Agreement; or (ii) take out

the necessary insurance and pay, at Consultant's expense, the premium thereon.

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

**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.

**14. PERMITS AND APPROVALS**

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

**15. NOTICES**

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

If to City

City of Calabasas  
100 Civic Center Way  
Calabasas, CA 91302  
Attn: **Larry Edmonson**  
Telephone: (818) 224-1683  
Facsimile: (818) 225-7338

If to Consultant:

*Cleanstreet*  
1937 W. 169<sup>th</sup> Street  
Gardena, CA 90247  
Attn: *Rick Anderson*  
Telephone: (800) 225-7316 x108  
Facsimile: (310) 538-8015

With courtesy copy to:

Initials: (City) LB (Contractor) JC

Michael G. Colantuono, City Attorney  
Colantuono & Levin, PC  
11364 Pleasant Valley Road  
Penn Valley, CA 95946-9000  
Telephone: (530) 432-7357  
Facsimile: (530) 432-7356

**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 or medical condition.

18.3. The captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph thereof at the head of which it appears, the section or paragraph

Initials: (City) MB (Contractor) GC

thereof, as the case may be, and not such heading, shall control and govern in the construction of this Agreement. Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).

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

into this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between City and Consultant with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed by City and Consultant.

Initials: (City) AM (Contractor) JC

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”  
Cleanstreet

ml By: James R. Bozajian  
James Bozajian, Mayor

By: Jerry Costello  
Jerry Costello, CEO

Date: 6/19/11

Date: 6/14/11

By: Rick Anderson  
Rick Anderson, Secretary

Date: 6/14/11

Attest:

By: Gwen Peirce  
Gwen Peirce, CMC, City Clerk

Date: 6/30/11

Approved as to form:

By: Michael G. Colapantuono  
Michael G. Colapantuono, City Attorney

Date: 6/25/11

## EXHIBIT A SCOPE OF WORK

### Schedule:

The monthly progress payment shall be based on the unit price in the proposal and actual curb miles swept. The residential street sweeping shown on the Street Sweeping Schedules and List of Streets to be swept shall be performed on Monday, Tuesday and Wednesday of every other week. Arterials street sweeping shown on the Street Sweeping Schedules and List of Streets are to be swept weekly on the corresponding Monday, Tuesday and Wednesday schedule. The parking lot of the Tennis and Swim Center located at 23400 Park Sorrento shall be swept on the second and fourth Thursday of each month, between the hours of 7:00 a.m. and 9:00 a.m. The City Hall parking lot shall be swept weekly.

### Executions To The Schedule:

When inclement weather, in the opinion of the Engineer, prevents adherence to the sweeping schedule, the Contractor shall not be required to comply with the schedule. However, the Contractor shall perform all extra work resulting from such inclement weather without additional charge when the streets are next swept in accordance with the City's approved schedule.

In the event the Contractor is prevented from completing the sweeping for any reason other than inclement weather (i.e. observed holidays or because of equipment breakdown, etc.), the Contractor shall be required to complete the sweeping so deferred prior to the next scheduled sweeping date, or give the City credit for the work not performed in accordance with the compensation rate specified in the Contractor's bid proposal, subject to the approval of the City. If the contractor decides to complete the deferred sweeping in order to avoid giving the Agency credit for work not performed, the sweeping must commence on the next available date and the regular street sweeping sequence defined on Street Sweeping Schedules and List of Streets in Attachment C must be maintained.

The Contractor will be advised of any possible temporary/permanent disruptions to the sweeping schedule that will require temporary/permanent changes to the schedule. Upon notification of any such disruption, the Contractor will submit, within five (5) working days, a revised temporary/permanent schedule to accommodate the newly advised situation to the Engineer for approval. No additional compensation will be made for work required by the Contractor to create, submit and deploy the newly revised schedule.

### Additional Work:

In the event the Agency desires to extend the regularly scheduled street sweeping program to include additional streets after the effective date of the contract, then any such additional sweeping which is required of the Contractor shall be paid for at the current bid unit price for compensation specified by this contract or any subsequent amendments to it.

The Contractor shall provide on-call street sweeping services as directed by the Engineer. The Contractor will be given a two (2) hour notification when these services are required, and they will be paid for at the current unit prices for compensation specified by this contract or any

subsequent amendments to it.

Standards of Performance:

The Contractor shall perform in accordance with standards of performance which are considered to be good street sweeping practices and which are subject to approval of the City.

Street sweeping speed shall not exceed the manufacturer's recommendations for the sweeper nor the speed for good street sweeping practices as determined by the City. In any case, vehicle speed shall not exceed eight (8) miles per hour during sweeping operations. The City may require installation of sweeping speed monitoring devices to record actual vehicle speed during sweeping to verify sweeping speed.

Public Convenience:

The Contractor shall conduct his operations in a manner that causes the least possible obstruction and inconvenience to the public and to the flow of public traffic. The City shall determine whether the level of inconvenience the Contractor's operations causes is acceptable.

Citizen Complaints:

The Contractor shall investigate and respond to any and all complaints received from the City which may concern the quality of the Contractor's performance. Complaints received prior to 5:00 p.m. shall be resolved the next working day (a working day shall be defined as Monday through Friday). If the resolution of a valid citizen complaint results in any action by the Contractor (re-sweeping, etc.), than this action will be performed at no cost to the City.

Valid complaints by citizens related to the quality of the Contractor's performance in excess of five (5) per month shall be considered excessive, and may be the basis for cancellation of the contract by the City with no less than thirty (30) days advance written notice to the Contractor.

The Contractor shall maintain a Complaint Log of all complaints received. The log will include the date and time of the complaint, the nature of the complaint, and the action that was taken by the Contractor to resolve the complaint. The Complaint Log will be turned in weekly, as part of the Contractor's Weekly Report.

Weekly Report:

The Contractor will submit a Weekly Report which details all work accomplished and any problems encountered during the week. At a minimum, the Weekly Report shall include the following:

- The services accomplished during the week, including the actual number of curb miles swept

- The Complaint Log for the week covered by the Weekly Report
- A description of any unusual incidents that affected the Contractor's performance of services
- A description of any problems within the public right-of-way concerning construction material/stockpiles, accumulation of debris, street failures, downed traffic signs, standing water, overgrown vegetation and any other maintenance problems, whether or not these problems affect the performance of the Contractor's services

The Weekly Report shall be signed by a company representative legally qualified to represent the Contractor.

Personnel:

The Contractor shall employ competent and experienced drivers and mechanics for the performance of the contract services. The determination of the competency of the Contractor's personnel is subject to the approval of the City. All drivers shall possess a valid California Drivers License of the class required for the equipment operated. The drivers and other agents of the Contractor shall be in uniform or other suitable attire while performing the contract services. The suitability of the attire is subject to the approval of the City.

Equipment:

All equipment used for the performance of this contract shall be standard heavy-duty mechanical or vacuum street sweeping equipment necessary to properly clean streets of litter, dirt, rocks, leaves and other debris. In no event will the contractor utilize any equipment which is more than five (5) years old. The Contractor must show proof of ownership or a signed lease for each piece of equipment listed in the bid proposal.

All equipment used for the performance of the Contractor's services shall be equipped with adequate warning devices and lights for safe operation. Also, all equipment used by the Contractor shall conform to the requirements of the State of California Department of Motor Vehicles, the California Highway Patrol and any other applicable governing bodies.

All Equipment used in the performance of the Contractor's services must be registered and insured in accordance with the State of California Department of Motor Vehicles.

All equipment used in the performance of the Contractor's services must be equipped with an efficient water spray system for dust control, and the spray system must be maintained in good operating condition.

All sweeping equipment used for the performance of the Contractor's services shall be equipped with communication equipment which will allow the Contractor's main office to contact the sweeper drivers.

All equipment used for the performance of the Contractor's services shall be kept in a neat and clean appearance, maintained in top mechanical condition and properly adjusted from an

operational and from a safety standpoint. The Contractor shall at all times maintain adequate standby sweeping equipment to be used in the event of equipment breakdown.

The equipment used to sweep the parking lot of the Tennis and Swim Center shall be a low profile, parking lot type sweeper, due to the oak tree canopy situation in the lot.

The Agency does not have suitable sites for storage of street sweeping equipment, and the Contractor is responsible for making any arrangements required, at no cost to the City.

**The Contractor shall comply with AQMD 1186.1 to the satisfaction of the City Engineer.**

Water:

The Contractor shall make his own arrangements for providing water for all sweeping services in the City, at no cost to the City.

Refuse Disposal:

The Contractor shall dispose of all refuse collected by hauling same to Los Angeles County Sanitation District #2, Lost Hills Landfill.

Measurement and Payment:

Payment for conforming to all the provisions of the Contract Documents shall be considered to be included in the contract unit prices or lump sum price for the items of work bid and shall include all costs for labor, materials, refuse disposal and equipment required for the execution of the work unless otherwise set forth.

The following sets forth a general description of the type of work for each bid item listed in the schedule, but is not intended to be all inclusive. All work specifically shown, called for, or indicated in the Contract Documents shall be performed whether or not specifically listed under an item description.

Street Sweeping Schedules and List of Streets:

Route 1 - Monday		
Adamor Rd	Hot Springs Pl	Park Miramar
Agoura Rd	Kenrose Cir	Parkmor Rd
Alizia Canyon Dr	Las Virgenes Rd	Paseo Primario
Arroyo Willow Ln	Live Oak Ct	Philrich Cir
Belbert Cir	Lost Hills Rd	Parkway Calabasas
Cactus Tr	Lost Oak Ct	Poppyseed Pl
Calabasas Hills Rd	Lost Springs Dr	Raven Ct
Ceanothus Pl	Lupine Ln	Red Bluff Dr
Cold Springs St	Malibu Hills Rd	Roymor Dr
Cottonwood Grove Tr	Marigold Ct	Ruthwood Dr
Deer Trail Ct	Meadow Creek Ln	Sage Ct
Deerweed Tr	Mureau Rd	Shadow Hills Rd
Edenpark Dr	Oak Glen St	Sunflower Ct
Farmfield Rd	Oleander Ct	Thousand Oaks Blvd
Goldenrod Pl	Orchid Ln	Trana Cr
Greenview Rd	Park Entrada	Veva Way
Hatmor Dr	Park Granada	Willow Glen St

(Refer to Page 14, Schedule for street cleaning frequency)

Route 2 - Tuesday		
Adamsville Ave	Federlist Rd	Old Topanga Canyon Rd
Algonaut Dr	Founders Dr	Palais Pl
America Way	Freedom Dr	Park Mirasol
Belleau Ct	Galilee St	Paul Revere Dr
Blackbird Way	Ganelon Dr	Peacock Ct
Bluebird Dr	Harney Pl	Peale Dr
Bon Homme Rd	Hummingbird Wy	Pickney Dr
Brandywine Dr	Indals Pl	Pine Hollow Rd
Cairnloch St	Jameson Dr	Pulido Ct
Calipatria Dr	Jameson Pl	Schuykill Dr
Carsamba Dr	Kearney St	Sea Wind Pl
Charlestown Dr	Kingfisher Rd	Sparrow Dell Dr
Daguerre Ave	Le Mans Dr	Ticonderoga Rd

Professional Services Agreement  
 City of Calabasas//**Cleanstreet**

Dardenne St	Liberty Bell Rd	Towhee Dr
Dè Grasse Dr	Lido Ct	Town Crier Rd
De Kalb Dr	Magna Carta Rd	Valdez Rd
Declaration Ave	Malibu Hills Rd	Valmar Rd
Delia Ct	Meadow Lark Dr	Via Del Prado
Dunmore Dr	Mourning Dove Way	Via Leonardo
Eddingham Ave	Mulholland Hwy	Waterford Way
Faubion Pl	Oak Hollow Rd	Wrencrest Dr

(Refer to Page 14, Schedule for street cleaning frequency)

Route 3 - Wednesday		
Agoura Rd	Park Allegra	Park Livorno
Alizia Canyon Dr	Park Andora	Park Madrid
Ambridge Dr	Park Antigua	Park Mallorca
Calabasas Rd	Park Aurora	Park Mariposa
Calamine Dr	Park Belmonte	Park Melinda
Cangas Dr	Park Capri	Park Milano
Canwood St	Park Contessa	Park Mirasol
Civic Center Way	Park Cordero	Park Monaco
Dantes View Dr	Park Corona	Park Olivo
De Berry Dr	Park Ensenada	Park Ora
Edgeward Dr	Park Esperanza	Park Serena
El Canon Ave	Park Fortuna	Park Sevilla
Esward Dr	Park Granada	Park Sienna
Garret Dr	Park Hacienda	Park Sorrento
Helmond Dr	Park Helena	Park Verona
Ludgate Dr	Park Hermosa	Park Vicente
Park Adelfa	Park Jacaranda	Parkville Rd
Park Alisal	Park Jazmin	

(Refer to Page 14, Schedule for street cleaning frequency)

Route 5 - Tuesday		
Aster Tr	Gladiola Dr	Poppy Dr
Canyon Dr	Lilac Tr	Summit Dr
Clover Tr	Locust Dr	Valley View Rd
Daisy Tr	Mesquite Dr	
Elm Dr	Pansy Tr	

(Refer to Page 14, Schedule for street cleaning frequency)

Arterials		
Agoura Rd	Mureau Rd	Park Sorrento
Calabasas Rd	Old Topanga / Valmar Rd	Pkwy Calabasas
Las Virgenes Rd	Park Capri	Thousand Oaks Blvd
Lost Hills Rd	Park Granada	
Mulholland Hwy	Park Sienna	

(Refer to Page 14, Schedule for street cleaning frequency)

Current Posted Streets:

Streets Swept on Monday

1. Las Virgenes Road (east side only) – from Parkmor to the cul-de-sac at the north end  
 Posted 8:00 a.m. to 11:00 a.m.
2. Thousand Oaks Blvd (both sides) – between Las Virgenes Road and Ruthwood Drive.  
 Posted 8:00 a.m. to 11:00 a.m.
3. Alizia Canyon Dr (south side) – from Parkmor to the end of the cul-de-sac.  
 Posted 9:00 a.m. to 11:00 a.m.
4. Malibu Hills Rd (south side) – from Lost Hills east to the end of the cul-de-sac.  
 Posted 7:00 a.m. to 9:00 a.m.
5. Malibu Hills Rd (south side) – from 27040 Malibu Hills Rd to Lost Hills Rd.  
 Posted 7:00 a.m. to 9:00 a.m.
6. Agoura Rd (north side) – from Las Virgenes Rd to Lost Hills Rd.  
 Posted 7:00 am to 9:00 a.m.

Streets Swept on Tuesday

1. Gladiola Dr (both sides) – from Valley View to the end of the cul-de-sac.  
Posted 9:00 a.m. to 11:00 a.m.
2. Park Mirasol (east side) – from Park Sorrento to the end of the cul-de-sac.  
Posted 8:00 a.m. to 11:00 a.m.
3. Park Sorrento (frontage) – from 23358 Park Sorrento to 23306 Park Sorrento.  
Posted 8:00 a.m. to 11:00 a.m.
4. Malibu Hills Rd (north side) – from Lost Hills east to the end of the cul-de-sac.  
Posted 7:00 a.m. to 9:00 a.m.
5. Malibu Hills Rd (north side) – from Lost Hills Rd to Agoura Rd.  
Posted 7:00 a.m. to 9:00 a.m.
6. Eddingham Ave (both sides) – Mulholland Hwy to Dardenne.  
Posted 10:00 a.m. to 1:00 p.m.

Streets Swept on Wednesday

1. Park Granada Blvd (south side) – between Park Capri and Park Sorrento.  
Posted 8:00 a.m. to 11:00 a.m.
2. Park Sorrento (north side) – between Park Granada and 23459 Park Sorrento.  
Posted 6:00 am to 7:00 am.
3. Park Mirasol (west side) – from Park Sorrento south to the end of the cul-de-sac.  
Posted 8:00 a.m. to 11:00 a.m.
4. Park Sorrento (north side) – between 23459 Park Sorrento and 23351 Park Sorrento.  
Posted 8:00 am to 9:00 am.
5. Alizia Canyon Dr (north side) – from Ruthwood to the end of the cul-de-sac.  
Posted 9:00 a.m. to 11:00 a.m.
6. Agoura Rd (south side) – from Lost Hills Rd to 26520 Agoura Rd.  
Posted 7:00 am to 9:00 am.

## SCOPE OF SERVICES



CleanStreet will furnish all labor, equipment, materials, and supervision to perform street sweeping as described herein, including, but not limited to, the following:

Using a modern regenerative air street sweeper, thoroughly sweep each improved street in the City of Calabasas two times per month.

CleanStreet will sweep 79 curb miles of residential streets bi-weekly. This sweeping will take place on Mondays, Tuesdays, and Wednesdays of every week. 31 curb miles of arterials will be swept weekly, at times not to interfere with high traffic flow times or commercial establishments. The City hall and tennis club will be swept weekly.

**CleanStreet will adopt the City's present schedule exactly.** All sweeping activities shall be completed by 5 p.m., Monday through Friday.

All intersections and median noses will be swept and maintained in a debris-free state. Streets with raised medians (commercial and residential) shall have their curb perimeter swept, including turnouts. Streets with painted medians will be swept in their entirety.

CleanStreet will sweep all parking lots, according to the cities current schedule. Any areas inaccessible to the street sweeper, such as street ends and portions of parking lots will be hand-swept or blown with a hand blower.

Staffing on the City of Calabasas will consist of one full-time street sweeper operator. This will enable CleanStreet to complete posting routes on a daily basis during the posted times. During leaf season, additional drivers may be utilized to complete routes in a timely manner.

### **Labor Hours - Weekly:**

Arterials:	9
Residential:	13
Parking Lots:	<u>1.5</u>
Total	23.5* hours

\*These are averages per week. During leaf season, additional hours will be



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Gardena, CA 90247

## SCOPE OF SERVICES



needed.

Areas shall not be swept on the same day as trash pickup scheduled. All sweeping will be scheduled after trash pickup.

Streets adjacent to schools and commercial developments shall be swept prior to 7 a.m. or before such times as public activities start. Streets adjacent to apartments, condominiums, or other areas where night street parking is prevalent shall be swept after 8 a.m. All residential areas will be swept between the hours of 8:00 am to 5:00 p.m.

All debris collected by the street sweeping operation will be taken to a legally established landfill or transfer station. There will be no on site dumping.

### Personnel

#### Supervisors

Satisfaction and consistent quality service is the foundation of our company. Our supervisors are full-time employees, not temporary hired guns. They are highly trained so all phases of the project runs smoothly. Our supervisors are directly involved with each account and perform job inspections to ensure quality.

Although we believe that there is always room for improvement, we strive to recognize our employees for their good work. This type of supervision helps build operator pride.

CleanStreet knows that street sweeping is an extremely noticeable city service that is best done properly if you wish to have satisfied residents. With our experience coupled with our approach assure the various locations that this work will be done extremely well. We can eliminate all complaints. We believe that our quality street sweeping program is a great value when you consider the cost and negativity generated by complaints.

#### Operators

Our first step is to educate our operators as to what is accepted and the quality of work that is expected. Our operators are encouraged to take as many passes as are necessary to do a great job in removing all leaves, paper, dirt, rocks, glass, bottles, cans, and other debris to ensure free flow of water in the gutter and to



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## SCOPE OF SERVICES



maintain streets in a state of cleanliness. In combination with this approach, the CleanStreet supervisors will conduct unannounced spot checks for quality and quantity of the work performed.

Our operators are trained to value and care for their equipment. They are knowledgeable about proper driving speed, adjustment of brooms and the most efficient and effective performance of their equipment.

Our operators understand the importance of punctuality and the importance of quality work. Our drivers take pride in our customer's satisfaction.

### **Repair and Maintenance Crew**

CleanStreet has seven full-time mechanics who are expert in the repair and maintenance of our equipment. Our mechanics are factory trained to help ensure high quality performance of our equipment. We also have mechanics available around-the-clock to help ensure our ability to meet our commitments.

CleanStreet knows that one of the keys to customer satisfaction is dependable well-maintained equipment. Consequently, we feel that the quality of our repairs and maintenance is crucial to our sweepers.

We have an additional four full-time employees who are mechanics helpers. They change of brooms, tires, and help keep our sweepers clean.

### **Dispatchers**

The Dispatch and Operations department is the very nerve center of CleanStreet. It is from our experience that this position is very mission critical where often times operational and sometimes financial decisions are made.

We have two full-time dedicated dispatchers who make sure that operations run smoothly. When telephone calls are received, our dispatchers will obtain the necessary information from the caller and provide the appropriate response by either facilitating an emergency sweep, special sweep, regular sweep or the handling of a complaint. This means that they make sure that the right drivers and the right equipment are appropriately matched to the job and ensure timeliness, safety and accuracy are guaranteed.

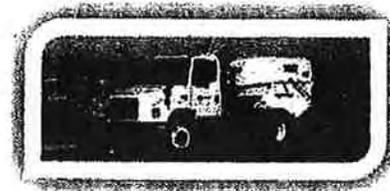
### **Disposal of Refuse and Debris**

CleanStreet shall dispose of all refuse and debris that is collected during the sweeping operations, at no additional cost to the City. We will haul it to a legally established area for the disposal of solid waste.



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## SCOPE OF SERVICES



### **Storage facilities**

CleanStreet will utilize their own storage facilities for all of the sweepers.

### **Equipment**

CleanStreet equips all of its trucks with global positioning satellite (GPS) system. All of the real-time data is monitored by CleanStreet dispatchers. This permits CleanStreet to monitor the drivers speed, time and location.

Our Operations Analyst downloads the GPS reports on a daily basis from the Internet. The real-time data alerts the managers via e-mail if the brooms are down a half hour or longer or if the sweeper exceeds its speed limit. If this should happen, there will be communication between either the manager or the dispatcher to the sweeper's cell phone to ensure proper action is taken.

Authorized public works employees can generate and print GPS reports at any time. Data is available for six months and can be downloaded in an Excel document.

We utilize will utilize 1 Tymco 600 as needed for the city of Calabasas. Our Tymcos hold 250 gallons of water which results in cleaner air and less dust and particulates on the streets.

Our street cleaning is listed as *Best Management Practice BMP* in storm water regulations which get the debris off the street before it is carried into the drain system.

All street sweepers that CleanStreet will deploy will be Tymco 2009 propane powered street sweeper compliant with rule 1186.1.

In order to ensure uninterrupted performance, backup will be available at all times. In case of a mechanical breakdown, backup equipment will be available at all times and will comply with AQMD Rule 430.

### **Routing**

Routing will be designed in such a manner that all time zones will be swept timely with ample time for the operator to do an excellent job. If for some reason the operator is behind or needs help, and additional sweeper and operator will be supplied to ensure timely completion of routes.

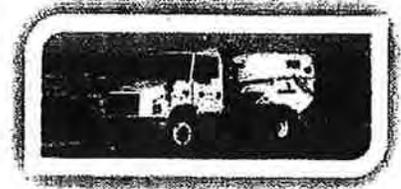
### **Reports**

The attached report is a sample of what our drivers complete for other locations. In order to suit the City, a tailor-made form will be created for each location



(800) 225-7316 x108  
1937 W. 169<sup>th</sup> Street  
Gardena, CA 90247

# SCOPE OF SERVICES



awarded to CleanStreet. The following items will be on the report:

- Curb miles and paved alley miles swept each day.
- Schedule curb miles and paved alley miles swept and areas missed.
- When missed areas were swept.
- Number of complaints received each day.
- Reasons schedule sweeping was not performed or completed as scheduled.
- Waste tonnage summary and copies of waste disposal receipts.
- 

## Sample Form

City of \_\_\_\_\_  
STREET SWEEPING WEEKLY REPORT  
FOR MONTH OF \_\_\_\_\_

DATE: \_\_\_\_\_

WEEK BEGINNING: \_\_\_\_\_ WEEKLY TONNAGE: \_\_\_\_\_

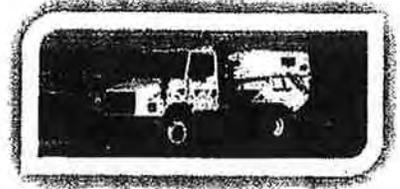
CONTRACTOR: **CleanStreet**  
1937 W 169th Street  
Gardena CA 90247

DAY	CURB MILES SWEEP			SCHEDULED CURB MILES MISSED AND REASON	MAKE - UPDATE	NUMBER OF COMPLAINTS
	SCHEDULED CURB MILES	MISSED CURB MILES	CURB MILES SWEEP			
MONDAY						
TUESDAY						
WEDNESDAY						
THURSDAY						
FRIDAY						
ALLEYS						
CURB MEDIAN						
TOTALS						



(800) 225-7316 x108  
1937 W. 169<sup>th</sup> Street  
Gardena, CA 90247

## CONFLICT OF INTEREST



CleanStreet, or its clients, do **NOT** have any financial, business or other relationships with the City that may have an impact on the outcome of this contract.



(800) 225-7316 x108  
1937 W. 169<sup>th</sup> Street  
Gardena, CA 90247



**EXHIBIT B  
APPROVED FEE SCHEDULE**

**Fee Schedule**

No.	Item Description	Est Quantity	Unit	Unit Price	No. of Cleanings / Yr	Annual Cost
1	Bi-weekly: Residential streets per General Scope of Services, Pg 7	79	Curb Mile	\$ 21.00	26	\$ 43,134.00
2	Weekly: Arterials per table, Pg 19	31	Curb Mile	\$ 21.00	52	\$ 33,852.00
3	Weekly: City Hall parking lot per General Scope of Services, Pg 7	N/A	LS / Wk	\$ 25.00	52	\$ 1,300.00
4	Tennis & Swim Center per General Scope of Services, Pg 7	N/A	LS / Wk	\$ 25.00	52	\$ 1,300.00

The contractor shall be responsible for calculating and providing unit prices for the schedule. The proposal schedule shall include all costs for services, labor, materials, equipment, and disposal fees associated in completing the work as specified in the RFP.

**Bid Schedule Total (Annual Contract Amount): \$ 79, 586.00**

**Bid Schedule Total (Annual Contract Amount in words):**

**Seventy-nine thousand, five hundred eighty-six dollars and no cents**

**CleanStreet**  
 \_\_\_\_\_  
 (Company Name of Bidder)

Date: **May 19, 2011**

**ACORD**<sup>TM</sup>

**CERTIFICATE OF LIABILITY INSURANCE**

4/1/2012

DATE (MM/DD/YYYY)  
3/31/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Lockton Insurance Brokers, LLC 725 S. Figueroa Street, 35th Fl. CA License #0F15767 Los Angeles CA 90017 (213) 689-0065	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:																				
	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Wausau Business Insurance Company</td> <td></td> <td>26069</td> </tr> <tr> <td>INSURER B: Wausau Underwriters Insurance Company</td> <td></td> <td>26042</td> </tr> <tr> <td>INSURER C: Liberty Insurance Corporation</td> <td></td> <td>42404</td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A: Wausau Business Insurance Company		26069	INSURER B: Wausau Underwriters Insurance Company		26042	INSURER C: Liberty Insurance Corporation		42404	INSURER D:			INSURER E:			INSURER F:	
INSURER(S) AFFORDING COVERAGE		NAIC #																			
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INSURER C: Liberty Insurance Corporation		42404																			
INSURER D:																					
INSURER E:																					
INSURER F:																					
<b>INSURED</b> 1309809 CleanStreet, Inc. 1937 W 169th Street Gardena CA 90247																					

**COVERAGES CLEAN01 P4 CERTIFICATE NUMBER: 10689797 REVISION NUMBER: XXXXXXXX**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR LTR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Y	N	TBKZ91456665031	4/1/2011	4/1/2012	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/POP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	N	N	ASJZ91456665021	4/1/2011	4/1/2012	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
C	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000	N	N	TH7Z91456665051	4/1/2011	4/1/2012	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ XXXXXXXX
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WCKZ91456665011	4/1/2011	4/1/2012	<input checked="" type="checkbox"/> W/ STATU-TORY LIMITS E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 Jere Costello is an excluded officer. City of Calabasas and it's officers, agents and employees are Additional Insured to the extent provided by the policy language or endorsement issued or approved by the insurance carrier. Coverage provided is primary and non-contributory.

<b>CERTIFICATE HOLDER</b>  10689797 City of Calabasas Attn: Pauline Rubio-Brownell 100 Civic Center Way Calabasas CA 91302-4112	<b>CANCELLATION</b> See Attachment  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  
---	---

Policy # TBKZ91456665031

**Item 13. BLANKET ADDITIONAL INSURED – PERSON OR ORGANIZATION**

A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization to whom you are obligated by a written agreement to procure additional insured coverage, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with premises owned by you provided that:

(a) The "bodily injury", "property damage" or "personal and advertising injury" giving rise to liability occurs subsequent to the execution of the agreement; and

(b) The written agreement is in effect at the time of the "bodily injury", "property damage", "personal injury" or "advertising injury" for which coverage is sought.

That person or organization shall be referred to as the additional insured.

There is no coverage for the additional insured for "bodily injury", "property damage" or "personal and advertising injury" arising out of the sole negligence of the additional insured or by those acting on behalf of the additional insured, except as provided below.

If the written agreement to indemnify an additional insured requires that you indemnify the additional insured for its sole negligence, then the coverage for the additional insured shall conform to that agreement; provided, however, that the contractual indemnification language of the agreement is valid under the law of the state where the agreement was formed. If the written agreement provides that a particular state's law will apply, then such provision will be honored.

LG 32 37 09 07

**AMENDMENT No. 1 TO PROFESSIONAL SERVICES AGREEMENT**  
(City of Calabasas and CleanStreet)

This Amendment No. 1 ("Amendment") to Professional Services Agreement ("Agreement") is made on this 22nd day of May, 2013 at Calabasas, California, by and between the City of Calabasas, a municipal corporation, 100 Civic Center Way, Calabasas, California 91302 ("City") and CleanStreet, 1937 West 169<sup>th</sup> Street, Gardena, California, 90247 ("Contractor").

This "Amendment" modifies the original "Agreement" between the "City" and the "Contractor" dated July 1, 2011 in the following fashion:

- A. "City" and "Contractor" desire to amend the "Agreement" by modifying section 3.1 – Scope of Services as set forth in "Consultant's" April 23, 2013 proposal to "City" attached hereto as Exhibit [A-1] and incorporated herein by this reference.
- B. ~~"City" and "Contractor" desire to amend the "Agreement" by modifying section 3.2 – Approved Fee Schedule as set forth in "Consultant's" [Month, Day, Year] fee schedule to "City" attached hereto as Exhibit [B-1] and incorporated herein by this reference.~~
- C. "City" and "Contractor" desire to amend the "Agreement" by modifying section 3.4 – Expiration Date of the "Agreement" to read as follows:  
  
3.4 "Expiration Date": June 30, 2014.
- D. "City" and "Contractor" desire to amend the "Agreement" by modifying the total compensation and costs payable to "Consultant" under this "Agreement" to a not-to-exceed sum of \$276,531.

Initials: (City)



(Contractor)



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

~~BT~~

"City"  
City of Calabasas  
By: [Signature]  
Fred Gaines, Mayor  
Date: 6-5-13

"Consultant"  
CleanStreet  
By: [Signature]  
Jerry Costello, CEO  
Date: 5/28/13

By: [Signature]  
Rick Anderson, Secretary  
Date: 5-29-13

Attest:  
By: [Signature]  
Maricela Hernandez, MMC  
City Clerk  
Date: 6/6/13

Approved as to form:  
By: [Signature]  
Scott H. Howard, Interim City Attorney

Date: 6-4-13



**CITY of CALABASAS**

**CITY COUNCIL AGENDA REPORT**

---

**DATE: JUNE 2, 2014**

**TO: HONORABLE MAYOR AND COUNCILMEMBERS**

**FROM: JEFF RUBIN, COMMUNITY SERVICES DIRECTOR**  
**MAUREEN TAMURI, COMMUNITY DEVELOPMENT DIRECTOR**

**SUBJECT: RECOMMENDATION FROM THE SENIOR TASK FORCE TO APPROVE THE SPACE PLAN/CONCEPT DESIGN FOR THE CALABASAS SENIOR CENTER.**

**MEETING DATE: JUNE 11, 2014**

---

**SUMMARY RECOMMENDATION:**

It is recommended that the City Council approve the Senior Task Force recommendation on the space plan/concept design for the Calabasas Senior Center.

**BACKGROUND:**

At the January 8, 2014 City Council Meeting, Council approved the selection of Pankow Builders as the best qualified firm and authorized staff to begin contract negotiations and to include a Gold LEED Standard within the building program. City Council then awarded a Design/Build Contract to Pankow at the March 12, 2014 Council Meeting based on evaluation and scoring of specified criteria and approved the design/construction process to proceed in three separate Council authorized phases:

Phase I, Schematic Design/Massing: Preparation of basic design package, consisting of site and floor plans, elevations and sections sufficient to describe the building to a 10% level of completion, along with a cost estimate of the work.

Phase II, Design Development: Preparation of the approved schematic design to a 50% level of completeness sufficient to permit the preparation of a Guaranteed Maximum Price by the Design-Build team.

Phase III, Final Design (A) and Construction (B): Preparation of final design plans, securing of permits, construction and start-up of the new Senior Center.

Staff provided Pankow with a Notice to Proceed with the Project as of March 31, 2014 with the first task to bring forward Blocking/Massing Options to the Senior Task Force for consideration. The Senior Task Force met on Thursday, April 10, 2014 and after a presentation by Architect David Goodale (he will be available and provide a brief power point to Council) and much discussion by Task Force Members, it was decided to bring forward to City Council a two story option set to the back of the rear parking lot.

At the April 23, 2014 City Council Meeting, Council approved a two story massing which was the first step in Phase I and enabled Pankow to start on the space plan/conceptual design.

The Task Force met with the Architect on two occasions (May 22<sup>nd</sup> and 29<sup>th</sup>) to review floor plan ideas and come up with a plan that best suits our needs as described in the Building Program below.

## **DISCUSSION:**

The following is a narrative of the spaces (from our Building Program) that the Architect incorporated into the Senior Center Plan which encompasses a total of 8500 square feet on two levels:

### **A. Main Entry**

The main entry should have a prominent facade easily visible from the existing plaza. This is the entry point to the building, and the location where a "first impression" of the facility is realized. The entry should be functional, have natural lighting, be sheltered from the weather and elements, and offer seating for up to six (6) persons. The entry should house a welcome counter for two (2), and be adjacent/open to the lounge. A private office space accommodating two (2) persons should be adjacent to the welcome desk. The area should have a prominent large message and display board at eye level.

## B. Lounge/Cafe

This area should support socialization, and accommodate a social seating arrangement with seating for 15 to 20 persons. It should house amenities such as a large screen TV, fireplace and storage of games and reading materials. There should be a small "café" station where beverages (coffee/juices/soda) and a light snack or dessert can be purchased. The space should be easily visible from the main entry. It is ideally located in a "central area" to circulate through to other classes and activities.

## C. Patio

An outdoor area supporting classes, games and recreational activities is highly desired. The patio should offer accommodations for up to 100 persons through a flexible wall arrangement and expansion of the multipurpose room. The patio should be shaded and have amenities such as a fire pit and barbeque and area for a ping pong table. It would be desirable if the space accommodated an area where instruction for classes such as outdoor cooking or gardening can be provided for a group of between 10 and 15 persons.

## D. Arts and Crafts Room

This area should support a group of 15 to 25 persons in fine art instruction. The room will require two large sinks, stain resistant countertops, seamless easy clean flooring and floor drain, ample storage areas for crafts supplies and tall easels and deep open wall shelving. The area should have ample natural lighting. The teacher's instruction area should be outfitted with IT/communication capabilities to permit projection.

## E. Multipurpose Room

This room would accommodate large groups of 80 to 100 persons for activities such as theater performances, parties, dinners, yoga, dance classes, and Tai Chi. A small, low stage area should be provided for a band. It should be equipped with sound proof partitions to create smaller instructional rooms. It should have adjacent storage for tables, chairs, ping pong tables and games. Projection screen, projectors and wall mounted TV's should be available in every subdivided area. IT/Communications set up permitting video cameras capable of recording stage events is required. Each partitioned area should have counters and sinks.

F. Warming and Demonstration Kitchen

This area would be adjacent to the multi-purpose room and have two primary functions; to support food service events in the senior center and civic center complex, as well as cooking class instruction. The area should have a class facing preparation area, icemaker, large refrigerator and freezer storage, dishwasher, warming/baking ovens and a cooktop/grill with hood. The area should also have pantry space for food, utensils/plates and appliance storage. The teacher's instruction area should be outfitted with IT/communication capabilities to permit projection to students.

G. Game Room

The area should accommodate 6 to 12 bridge sized tables and one table capable of seating 8 persons. There should be a small area for coffee consisting of a counter, sink, under counter refrigerator and overhead storage. A larger area should be provided for the storage of additional tables and chairs, cards, puzzles, chess and other similar games. There should be good lighting at each table. The room should be very quiet, and have excellent acoustic control. The area should be located adjacent to the main lounge, and could be designed to be an extension of that space.

H. Restrooms

The restrooms should be located so as to allow for access from the exterior of the building when the senior center is closed.

I. Sports Room

This room should have multiple large wall TV's capable of playing sports events and accommodate seating for 12 persons. There should be room for a billiards table and storage, as well as an area for darts.

J. Multi Use Rooms

These rooms would be used to counsel individuals on matters of law, health, finances or other similar topics requiring a private setting. The rooms would have a simple desk and accommodate seating for up to 6 to 8 persons. The rooms should also be outfitted to permit them to be set up for computer instruction or use.

K. Outdoor Recreation

Outdoor areas should be outfitted for recreational activities such as bocce ball, horseshoes or a small putting green. These activities are ideally integrated into the patio space if room permits.

**FISCAL IMPACT/SOURCE OF FUNDING:**

\$4,000,000.00 from Management Reserve for the design and construction of the Calabasas Senior Center.

**REQUESTED ACTION:**

It is requested that the City Council approve the Senior Task Force recommendation on the space plan/concept design for the Calabasas Senior Center.

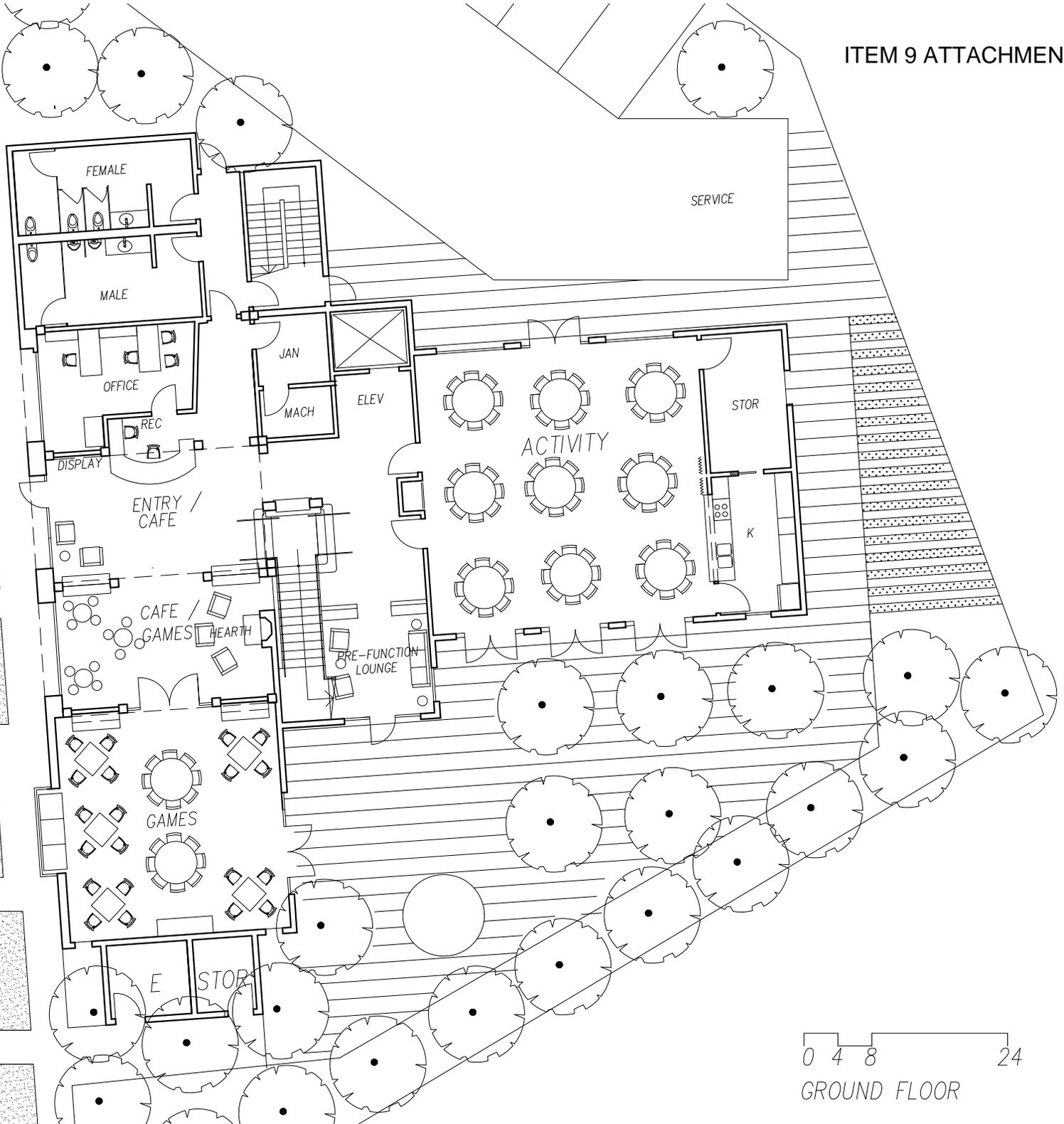
**ATTACHMENTS:**

A-First Floor

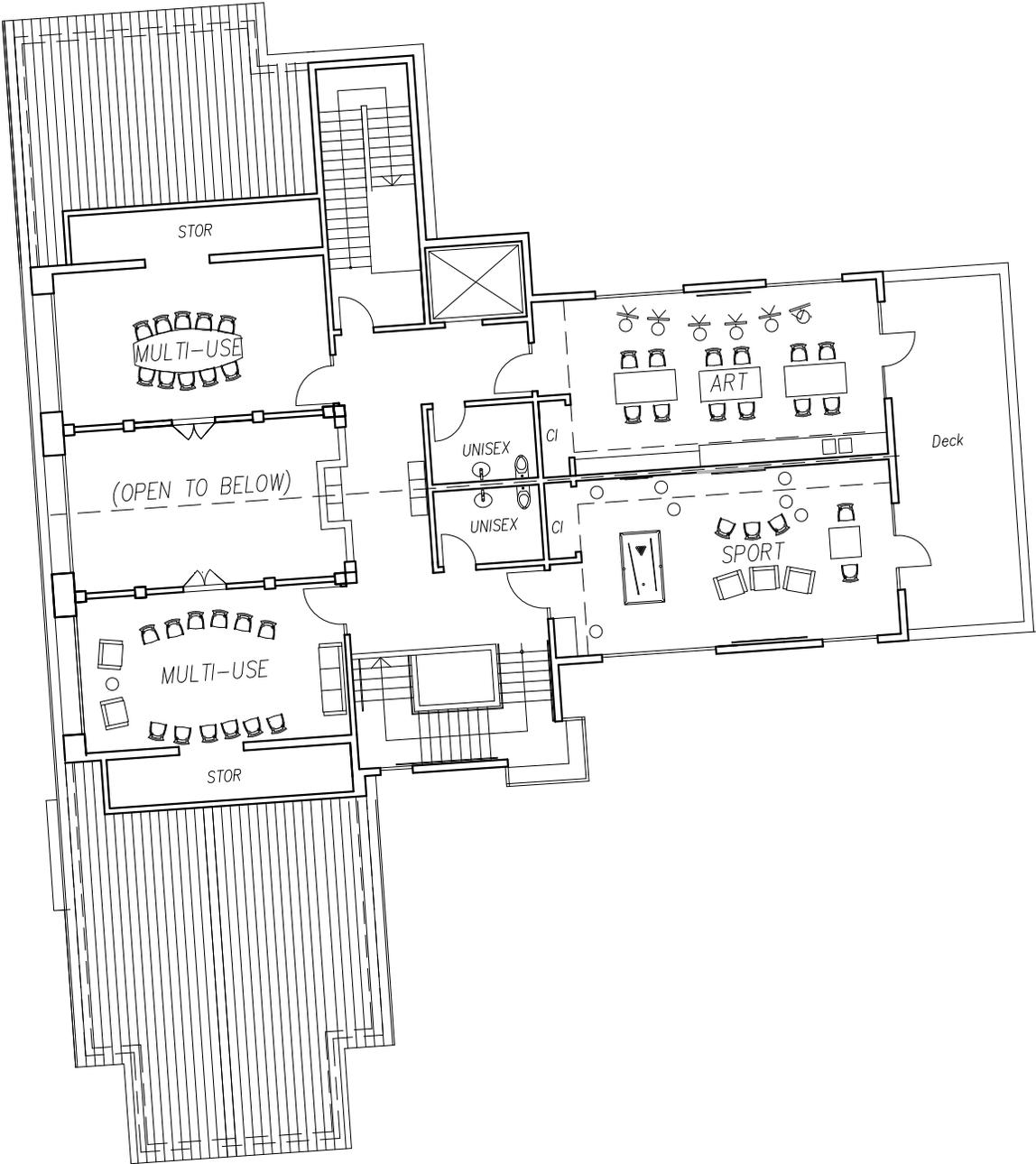
B-Second Floor

C-Power Point Presentation

15



0 4 8 24  
GROUND FLOOR

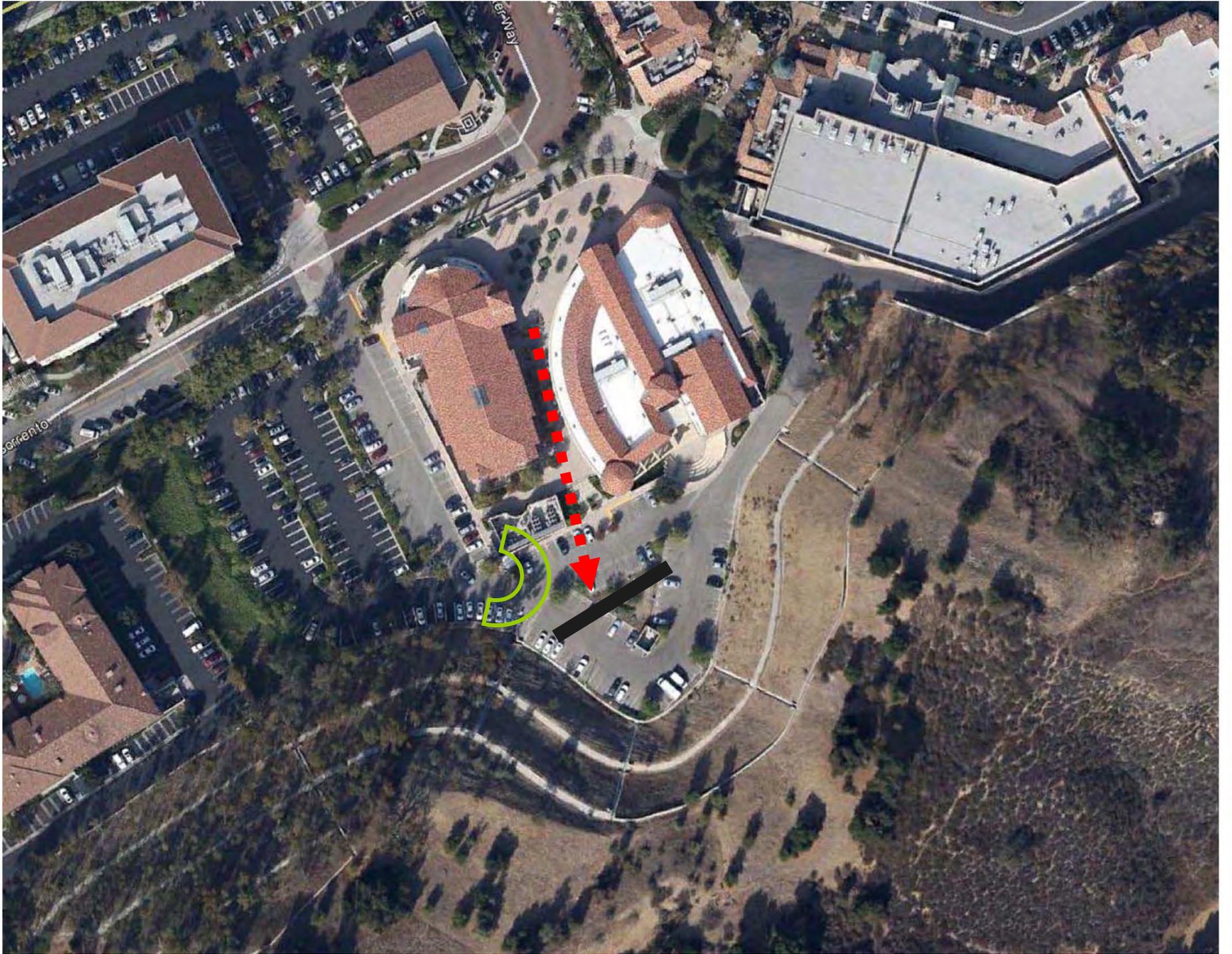


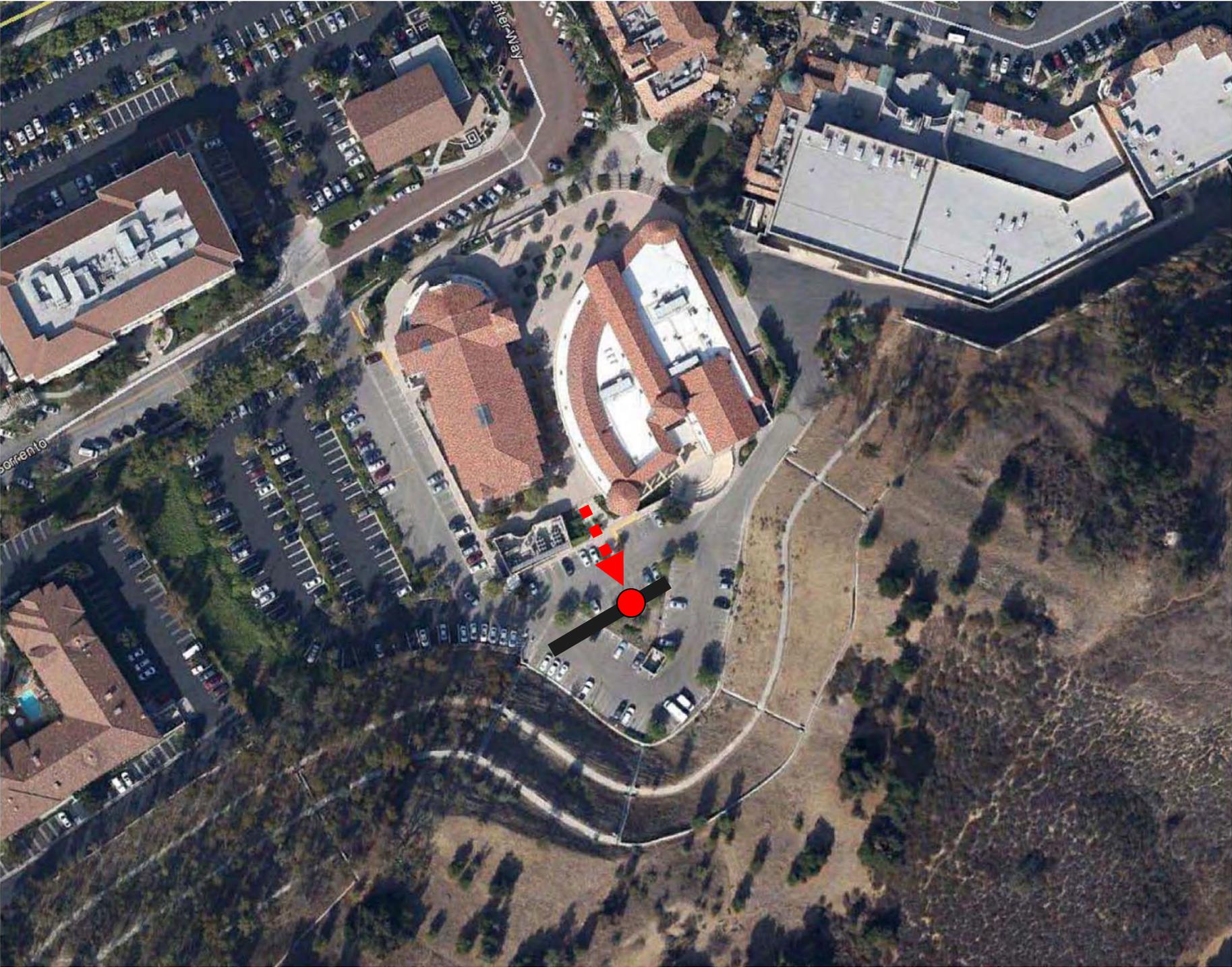
0 4 8 24  
SECOND FLOOR



CALABASAS  
SENIOR  
CENTER  
  
FLOOR  
PLAN  
DEVELOPMENT









LIBRARY

CITY HALL

SENIOR CENTER

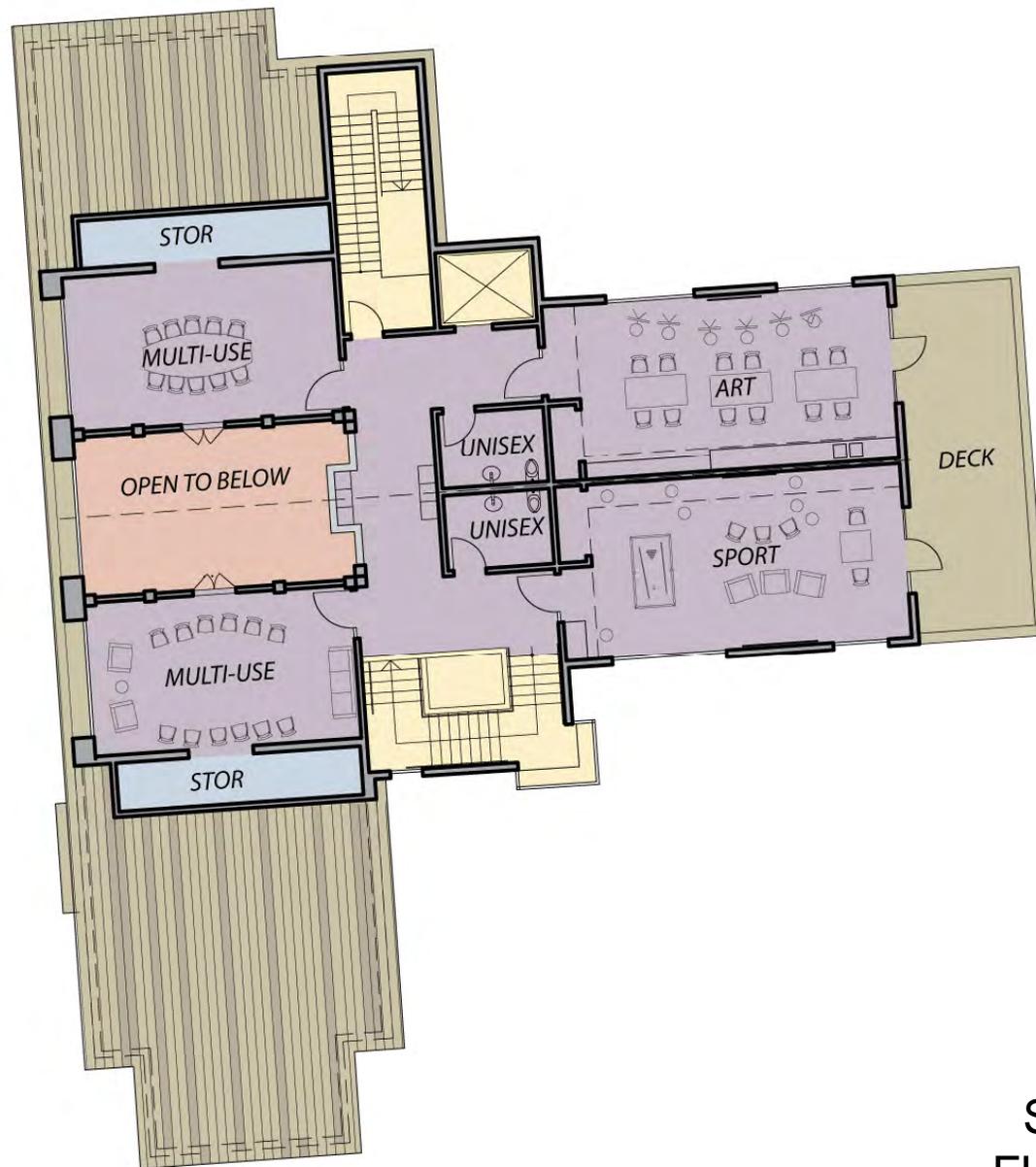
SITE PLAN

NORTH

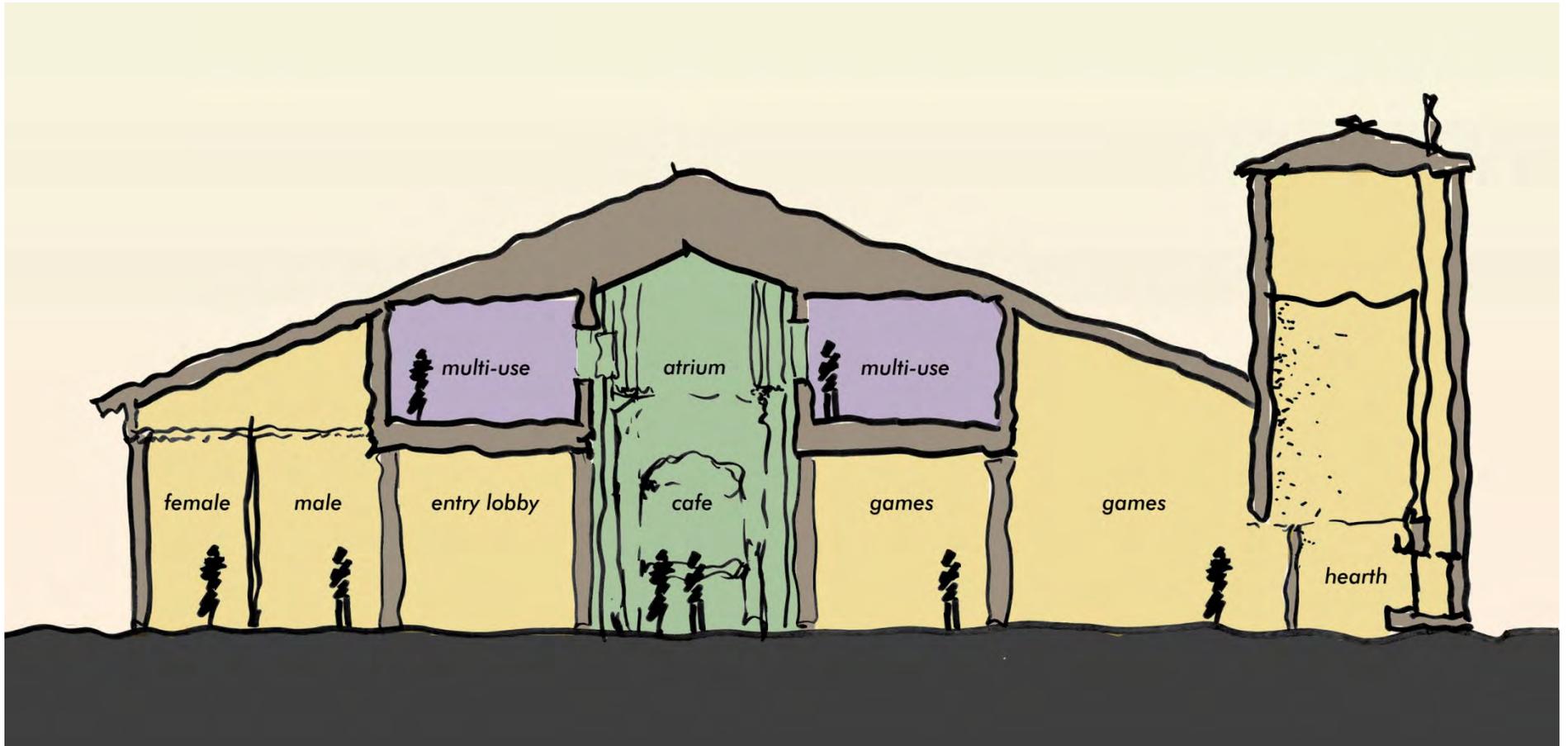




GROUND FLOOR  
FURNITURE PLAN

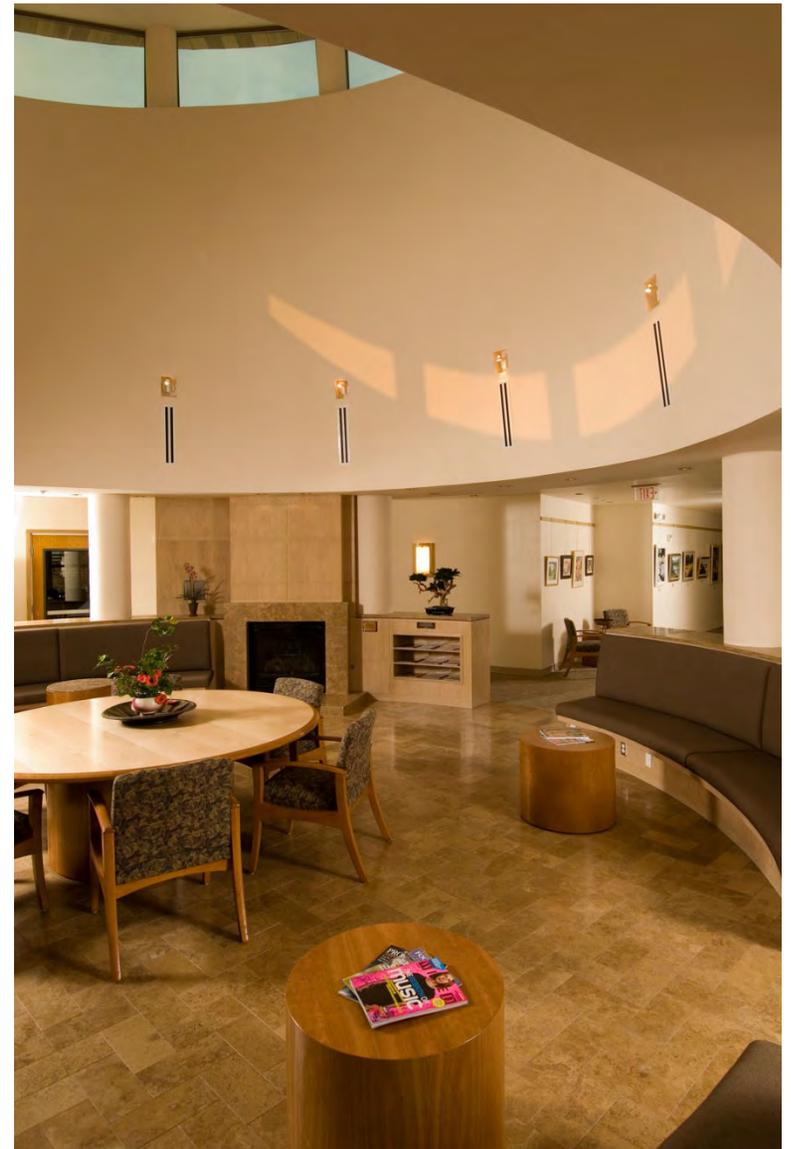


SECOND FLOOR  
FURNITURE PLAN





Il Fornaio, Carmel



Simi Valley Senior Center, Gonzalez Goodale Architects

## CAFÉ AS HIGH-CEILINGED CENTERPIECE



Keaton House, Murphy Fong



Bernard Maybeck, Berkeley

SEQUENCE OF INTIMATE SPACES  
.....AS IN A HOME



Porphyrion, Pitoussa

ROMEO/JULIET



Porphyrion, Magedalen College

GRACIOUS OPEN STAIRS



Porphyrios, Magdalen



## NOOKS & CORNERS



KITCHEN HANG-OUT AND DEMONSTRATION



# CALABASAS SENIOR CENTER

## FLOOR PLAN DEVELOPMENT



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

---

**DATE: MAY 8, 2014**

**TO: HONORABLE MAYOR AND COUNCILMEMBERS**

**FROM: MAUREEN TAMURI, COMMUNITY DEVELOPMENT DIRECTOR** 

**SUBJECT: DISCUSSION OF CALABASAS BUSINESS LICENSE REQUIREMENT.**

**MEETING DATE: JUNE 11, 2014**

---

**SUMMARY RECOMMENDATION:**

That the City Council discusses the need to maintain the Calabasas Business License requirement and provide direction to Staff.

**BACKGROUND:**

Upon its founding in April 1991, the City passed Urgency Ordinance No. 91-1, which adopted the LA County Codes for a period of 120 days. On August 7<sup>th</sup>, 1991, the City adopted Urgency Ordinance No. 91-17, which extended the applicability of such codes beyond the initial 120 day term. (Attachment A). Among the LA County codes adopted under this ordinance was Chapter 7.14 License Fees. While the City has made numerous amendments to the codes over the past 20 years, the requirement for Calabasas businesses to obtain a Los Angeles County Business License still remains.

Amending the Calabasas Code to remove the business license requirements of Chapter 7.14 would result in savings of over \$20,000 annually to Calabasas businesses. Staff recommends discussing this code provision due to the lack of benefits provided to the City through participation in this program.

## **DISCUSSION:**

LAC Chapter 7.14 is administered by the Los Angeles County Treasurer and Tax Collector. The Department has two full time employees who conduct inspections for licensing compliance throughout the County. Inspectors are also assisted in their duties by other LA County Departments, most notably Fire and Public Works, Environmental Division. The Calabasas Planning Department is periodically requested to provide Planning reviews of a new business's compliance with our zoning requirements.

Out of a total of 57 Cities who contract with the County for support services, Calabasas is only one of four cities who have adopted Los Angeles County's Business License provisions. The others include Malibu, Santa Clarita and Westlake Village (Attachment B). The City of Agoura Hills recently rescinded their adoption of the LA County Business license requirement. They have replaced it with an internally administered license program which requires all businesses in the City to register and obtain a license.

### CALABASAS BUSINESS LICENSES

The LAC Tax Collectors website identifies 110 types of businesses which require a license (Attachment C). The Assessor's Office identifies 92 Calabasas businesses which have been issued 17 categories of licenses (Attachment D).

Business licenses are separate from a requirement to obtain a Public Health Permit, which is required under Calabasas Chapter 8.02 Health Code. The City's code adopts by reference Chapter 8.04 of the Los Angeles County Health Code, and is administered by the LAC Environmental Health Department. In many cases, businesses have to obtain multiple business licenses in addition to a LAC Health Department permit. Business licenses must be renewed on an annual basis.

### SERVICES PROVIDED

Discussions with the Tax Assessor's office indicate that business licensing inspection services are generally accomplished at the time the business is first established. The frequency of periodic re-inspections are undertaken based on business type, but unlikely to occur due to very low staffing.

According to LAC Code and Department Policy, inspections vary greatly based on the type of business, but can be generally categorized as follows:

General: Appropriate signage, attire, management on site, no restrictions to employment on basis of gender, no spillover onto public right of ways, maintenance of tax/repair/sales or other records, obeying nuisance/noise laws, display of rates for services, cleanliness, separate gender changing

facilities, licensed employees, services or products, properly operating equipment, appropriate land use zoning, no graffiti.

Fire and Life Safety: Adequate fire suppression, securing of tall furnishings/shelving, no blocked exits, ADA accessibility, no discharge pollution, no structural modifications, adequate restrooms and exits, control of flammable sources, permitted construction work, adequate lighting.

Vice: Fingerprinting of employees, no indecent acts, no sexual solicitation, no intoxicated persons, no employees under the influence, no gambling, separation of adult materials/products from children, no employment of felons around children.

Business licensing requirements are not uniformly specified under the LA County Codes; most regulations and inspection checklists result from policies adopted by the Tax Assessor's office.

#### AUDIT

The City made a public records request to the Office of the Tax Assessor for inspection and license records for Calabasas properties over the last five years. The production of approximately 380 records was reviewed with the group supervisor.

The City's review of the documents indicated weaknesses in the thoroughness of inspection services performed. Consistent responses by LAC Fire and Calabasas Planning Departments were noted on the initial applications, but no records existed for annual or follow-up inspections. For renewals, the Tax Collector maintains a simple electronic log indicating a payment has been received.

#### ANNUAL COST TO CALABASAS BUSINESSES

Section 7.14.010 of the LAC Code identifies the required annual fees for obtaining a business license. The annual cost to renew licenses for City businesses who participate in the program is estimated at just over \$21,000 (Attachment E). First time registration fees are as much as five times higher than the annual fee paid.

#### IMPACTS TO THE REMOVAL OF BUSINESS LICENCE REQUIREMENTS

Staff sees no impact to the removal of the City's requirement to obtain a license. This observation is based on a number of factors as follows:

- 1) Redundancy: The majority of new businesses in the City are already inspected during their permitting process by Building and Safety, Planning, Public Works, as well as LAC Fire and LAC Environmental Health, the same entities who perform business and health license inspections.

- 2) Staffing Weakness: The lack of staffing in the Tax Assessors office results in weak inspection activities, so removal of the license will have little impact.
- 3) Higher Development Criteria: Calabasas enjoys a high standard of development and business services, eliminating the need to monitor.
- 4) Few Impacted Business Types: Most businesses are not required to register.
- 5) Code Redundancies: Calabasas public welfare, nuisance, planning and building and safety codes allow the City to take action in the event of a complaint or discovery of a health and safety hazard.
- 6) Inconsistent Licensing: Many Calabasas businesses required to be licensed are not licensed at this time, and there have been no complaints.

**PRACTICES IN OTHER CITIES**

Activities range from having no business licensing requirements to regulations established in the interest of revenue generation, health and safety, statistical or identification purposes. Staff researched business license practices of the ten most recently incorporated LA County Cities, which are summarized below:

<b>City</b>	<b>Population</b>	<b>Incorporated</b>	<b>Business License Requirement</b>
Malibu	12,645	3/1991	Adopted LA County Program
Diamond Bar	55,544	4/1989	Regulatory program for tracking, statistical and zoning purposes, required of all businesses
Santa Clarita	176,320	12/1987	Adopted LA County Program
West Hollywood	34,399	11/1984	City requires licenses for only 9 types of businesses
Agoura Hills	20,330	12/1982	Registration program for all businesses
Westlake Village	8,270	11/1981	Adopted LA County Program
La Habra Heights	5,325	12/1978	Administers an expanded, amended version of LA County Business requirements
Lancaster	156,633	11/1977	Requires licenses for an expansive list of businesses
La Canada Flintridge	20,246	12/1976	Adopted a revenue generating license program for all businesses
Rancho Palos Verdes	41,643	7/1973	Adopted a revenue generating license program for all businesses

**FISCAL IMPACT/SOURCE OF FUNDING:**

There is no impact to the City budget as the program is 100% paid for by private businesses. Calabasas Planning Staff occasionally perform zoning verifications for the tax assessor but are not compensated for that effort.

**REQUESTED ACTION:**

That the City Council discusses the need to maintain the Calabasas Business License requirement and provide direction to Staff.

**ATTACHMENTS:**

- (A) Urgency Ordinance No. 91-17
- (B) LAC Contract Cities, Business Licenses
- (C) LAC Businesses which require a License
- (D) Current Calabasas Business Licenses
- (E) Business License Fees

ORDINANCE NO. 91-17

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CALABASAS ADOPTING BY REFERENCE THE LOS ANGELES COUNTY CODE AND OTHER RELEVANT NON-CODIFIED LOS ANGELES COUNTY ORDINANCES AS THE ORDINANCES OF THE CITY OF CALABASAS AND PROVIDING FOR ITS ADOPTION AS AN URGENCY MEASURE.

**A. Recitals.**

(i) On April 5, 1991, the City of Calabasas was incorporated as a duly organized municipal corporation of the State of California. On said date, pursuant to the requirements of California Government Code Section 57376, the City Council of the City of Calabasas adopted its Ordinance No. 91-1 thereby adopting, for a maximum period of 120 days, the Los Angeles County Code as the ordinances of the City of Calabasas. This Council desires to continue the applicability of such codes beyond such initial 120 term.

(ii) Article 2 of Chapter 1 of Part 1 of Division 1 of Title 5 of the California Government Code (Sections 50020, et seq.) authorizes cities to adopt, by references, county ordinances, including the Los Angeles County Code and all other ordinances of the County of Los Angeles applicable thereto.

(iii) A copy of said Code and Ordinances, certified as a full, true and correct copy thereof, has been filed in the Office of the City Clerk of the City of Calabasas in accordance with the provisions of California Government Code Section 50022.6.

(iv) A duly noticed public hearing, as required by California Government Code Section 50022.3, has been conducted and concluded prior to the adoption of this Ordinance.

(v) All legal prerequisites prior to the adoption of this ordinance have occurred.

**B. Ordinance.**

The City Council of the City of Calabasas does ordain as follows:

Section 1. The City Council hereby specifically finds that all the facts set forth in the Recitals, Part A, of this ordinance are true and correct.

Section 2. All ordinances of the County of Los Angeles, codified in the Los Angeles County Code, and all other ordinances of the County of Los Angeles applicable thereto, are hereby adopted as the ordinances of the City of Calabasas except as amended by Ordinance Nos. 91-10A, 91-11A, 91-12 and 91-16.

Section 3. The following amendments are made to the County of Los Angeles ordinances referenced herein:

(a) Whenever "Board of Supervisors" or "Board" is used in the ordinance, it means the Calabasas City Council.

(b) Whenever "County" is used in the ordinance, it means the geographical limits of the City of Calabasas unless a different geographical area is clearly indicated by the context.

(c) Whenever "County," "County of Los Angeles," or "unincorporated territory of the County of Los Angeles" is used, it means the City of Calabasas.

Section 4. Penalties.

It shall be unlawful for any person, firm, partnership or corporation to violate any provision or to fail to comply with any of the requirements of the code hereby adopted. Any person, firm, partnership or corporation violating any provision of said code or failing to comply with any of its requirements shall be deemed guilty of a misdemeanor and upon conviction thereof shall be punished by a fine not exceeding one thousand dollars (\$1,000.00), or by imprisonment, not exceeding six (6) months, or by both such fine and imprisonment. Each such person, firm, partnership or corporation shall be deemed guilty of a separate offense for each and every day or any portion thereof during which any violation of any of the provisions of said code is committed, continued, or the provisions of said code is committed, continued, or permitted by such person, firm, partnership or corporation and shall be deemed punishable therefore as provided herein.

Section 5. Civil Remedies Available.

The violation of any of the provisions of the code hereby adopted shall constitute a nuisance and may be abated by the City through civil process by means of a restraining order, preliminary or permanent injunction, or in any other manner provided by law for the abatement of such nuisance.

Section 6. This ordinance is required in order to maintain the existing laws and regulations of the City and is therefore necessary for the protection of public health, welfare and the general safety and shall take effect

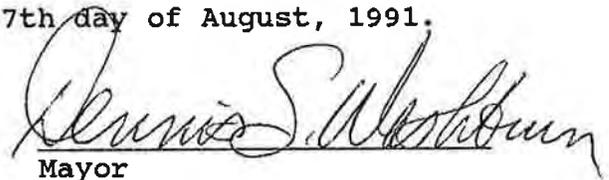
immediately upon its adoption or the expiration of Ordinance No. 91-1, whichever occurs first, as an urgency measure.

Section 7. Severability.

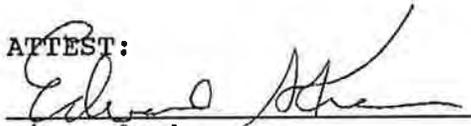
The City Council declares that, should any provision, section, paragraph, sentence or word of the Code and or ordinances hereby adopted be rendered or declared invalid by any final court action in a court of competent jurisdiction or by reason of any pre-emptive legislation, the remaining provisions, sections, paragraphs, sentences or words of said Code and/or ordinances hereby adopted shall remain in full force and effect.

Section 8. The City Clerk shall certify to the adoption of this ordinance and shall cause the same to be posted in three (3) public places within the City of Calabasas pursuant to the provisions of Resolution No. 91-6A.

PASSED AND APPROVED on this 7th day of August, 1991.

  
Mayor

ATTEST:

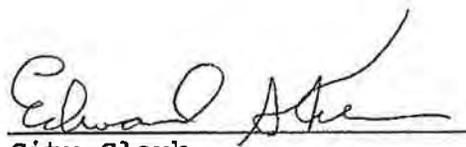
  
City Clerk

APPROVED AS TO FORM:

  
City Attorney

I, Edward S. Kreins, City Clerk, City of Calabasas, California, certify that this ordinance was adopted by the City Council at a regular meeting of the City Council held August 7, 1991, and was adopted by the following vote:

AYES: Washburn, Foley, Hill, Lopata, Devine  
NOES: None  
ABSENT: None  
ABSTAINED: None

  
City Clerk



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TTC Home > Online Request for a Business License Application

Online Request for a Business License Application

Before submitting a request for a Business License Application, please check the address of your business at the Registrar-Recorder/County Clerk website to find out if the location of your business requires licensing by Los Angeles County.

If your business is located in one of the following cities, **CITY OF CALABASAS**, **CITY OF MALIBU**, **CITY OF SANTA CLARITA**, or **CITY OF WESTLAKE VILLAGE**, please go to the bottom of the page and click "CONTINUE" to proceed with the request.



How to check your business location to see if you need to apply for a business license with Los Angeles County.

Step 1: Please go to [Registrar-Recorder/County Clerk](#) website. Enter the street number and street name where your business is located and click "Submit".



District Look Up by Address  
Home Number: 1601 House number of residence address. (No Fraction)  
Street Name: FIRESTONE Do not include street type (ave st blvd etc)  
[SUBMIT] [RESET]

[Click here for help and examples](#)

Step 2: This page will show your look up results, select your confirmed address.



District Look Up by Address  
Found 1 record matching this address: 1601 FIRESTONE  
1601 E FIRESTONE BLVD, LOS ANGELES 90001

[Click here for new search.](#)

Step 3: If your address is located in the unincorporated area of Los Angeles County, "UnIncorporated" will show in the list titled "District matching this address".

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### District Look Up by Address

Districts matching this address **1601 E FIRESTONE BLVD, LOS ANGELES 90001 - 2300001 A**

- COUNTYWIDE
- 39TH US CONGRESSIONAL
- 30TH ST SENATE
- 52ND STATE ASSEMBLY
- 2ND SUPERVISORIAL
- 4TH BOARD OF EDUCATION
- **UNINCORPORATED**
- UNINCORPORATED FLORENCE
- LOS ANGELES COMMUNITY COLLEGE
- LOS ANGELES UNIFIED SCH
- LOS ANGELES USD-90 EDUCATION 7
- METROPOLITAN WATER DIST SO CAL
- CENTRAL BASIN MUNI WATER
- CENTRAL BASIN MUNI WATER DIV 4
- WATER REPL DIST OF SO CAL
- WATER REPL DIST OF SO CAL DIV 4
- PUBLIC LIBRARY TAX MEASURE
- GREATER L A COUNTY VECTOR CNTL
- METRO TRANSPORTATION
- FIRE PROTECTION TAX MEASURE
- L A COUNTY FLOOD CONTROL
- FIRESTONE GARBAGE DISPOSAL

[Click here for new search](#)

[View District Officials](#)  
[Precinct Maps By District](#)

If the listing for your business location lists **UNINCORPORATED**, then your business may require a County business license. You may also need to apply through our office if your business location shows one of the following: **CITY OF CALABASAS, CITY OF MALIBU, CITY OF SANTA CLARITA, or CITY OF WESTLAKE VILLAGE.**

If your business location is in a City other than "UNINCORPORATED" or one of the cities listed above, you should contact the City where your business is located.

**Step 4:** After you confirm that your address is located in the **unincorporated** area of Los Angeles County or one of the five cities above, please click "Continue" at the bottom of this page to proceed with your request for a Business License Application.

If you are still not certain whether your business location falls within the unincorporated area, you may still fill out a request for Business License Application, and we will assist you in checking the address for you.

[CONTINUE](#)





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**Business Activities Listing That Require a Business License**

Acupressure Establishment	Locksmith Itinerant
Acupressurist	Lumberyard
Ambulance Operator	Restaurant/Club Manager
Ambulance Vehicle	<b>Massage Parlor</b>
Ambulette Attendant	<b>Massage Technician</b>
Ambulette Driver	Mechanical Rides
Ambulette Operator	Model Studio
Ambulette Vehicle	Medical Marijuana Dispensary
<b>Apartment House</b>	Motor Vehicle Body and Fender
Billiard Room	Motor Vehicle Licensed Repair
Bingo Manager	Motor Vehicle Painting
Bingo Operator	Motor Vehicle Rental
Bingo Supplier	<b>Motor Vehicle Repair</b>
Boarding House	Motorcycle Contest
Body Art Establishment	Off-Road Vehicles
Body Art/Piercing/Tattoo	Oil Tool Exchange
Body Art Technician	Outdoor Festival
<b>Bookstore</b>	Pawnbroker
Bottle Works	Peddler, Commercial Motor Vehicle
Bottlewashing	Peddler, Special Events
Bowling Alley	Picnic Park
Card and Game Club	Picture Arcade
Carnival	<b>Plant Nursery</b>
Carnival Game Booth	Pony Ride
Charitable Institution	Poultry Dealer
Circus or Traveling Show	<b>Private School</b>
Close Out Sale	Promoter
<b>Coin-Operated Game</b>	<b>Public Eating</b>
Coin-Operated Phonograph	Rebound Tumbling
Cold Storage Warehouse	Rendering Plant
Dance	Rifle Range
Demonstrator	Rodeo
<b>Entertainment</b>	Salvage Collector
Escort Bureau	Salvage Dealer
Exhibition	Sawmill
Explosives	<b>Secondhand Dealer Charity</b>
Fertilizer Plant	<b>Secondhand Dealer Regular</b>
<b>Filling Station</b>	Sex-Oriented Business
<b>Food Establishment</b>	Shooting Gallery
Foundry	Skating Rink
Funeral Escort Driver	Solicitor
Funeral Escort Service	Sound/Advertising Truck
Game Arcade	Swimming Pool, Public
Gas and Oil Tanker	Taxi Dance Hall
Gun Dealer	Taxi Dance Instructor
Hay, Grain, Feed Dealer	Taxicab Driver
Health Spa	Taxicab Operator
Hog Ranch	Taxicab Vehicle

Horsemeat, Uncooked	Theater
Hotel/Motel	Tow Truck
Identification Card	Trade-In Dealer
Laundrette	Vacation Certificate
Live Poultry Dealer	Valet Parking Service
Livery Stable	Water Taxi Operator
Locksmith	Weed Eradicator

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Business License

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Business License Inquiry

Business License Inquiry ?

DBA (Business Name):  Business ID:

Business Address Street No:  Street Name:

Business City:  Business Zip Code:

Business Owner Last Name:  First Name:

Type of Business:

**SUBMIT** **CLEAR ALL**

**NOTE:** The businesses reflected here are only those in the unincorporated areas of Los Angeles County or in the cities of Calabasas, Diamond Bar, Malibu, Santa Clarita, and Westlake Village. The license expiration date is updated as soon as the renewal payment is processed.

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Business ID	Business Name	Business Type	Owner Name	Address	City	Zip	Lic. Exp. Date
128886	ACURA 101 WEST	AUTO REPAIR	A, INC , SONIC-CALABASA	24850 CALABASAS	CALABASAS	91302	06/30/2014
140142	ALBERTSONS #6335	FOOD ESTABLISHMENT	BUTLER , ROBERT C	26521 AGOURA RD	CALABASAS	91302	03/31/2015
130895	ARCHSTONE CALABASAS	APARTMENT HOUSE 16+	I & II, LLC , ASN CALABASAS	3831 N ORCHID LANE	CALABASAS	91302	10/31/2014
135478	BAJA FRESH #200	PUBLIC EATING	PARTNERS INC , ARZ	23887 CALABASAS RD	CALABASAS	91302	03/31/2015
140071	BANZAI SUSHI	PUBLIC EATING	KIM , YONG H	23508 CALABASAS RD.	CALABASAS	91302	05/31/2014
123752	BARNES & NOBLE #2956	BOOKSTORE-GENERAL	NOBLE, INC , BARNES &	4735 COMMONS WAY	CALABASAS	91302	07/31/2014
123752	BARNES & NOBLE #2956	PUBLIC EATING	NOBLE, INC , BARNES &	4735 COMMONS WAY	CALABASAS	91302	07/31/2014
139661	BOB SMITH BMW	AUTO REPAIR		24500 CALABASAS RD	CALABASAS	91302	11/30/2014
140967	BOB SMITH MINI	AUTO REPAIR		24400 CALABASAS ROAD	CALABASAS	91302	04/30/2015
134763	CALABASAS CAR CARE	AUTO REPAIR	TIRE INC , EAGE AUTO &	4929 LAS VIRGENES ROAD	CALABASAS	91302	05/31/2014
139704	CALABASAS COUNTRY HOTEL INN	HOTEL +16		23827 CALABASAS ROAD	CALABASAS	91302	11/30/2014
116267	CALABASAS EQUESTRIAN CENTER	LIVERY STABLE	PRINCE , WALTER N	23200 MULHOLLAND HWY	CALABASAS	91302	11/30/2014
130962	CALABASAS GOLF & COUNTRY CLUB	PUBLIC EATING	CALABASAS LLC , KNIGHT	4515 PARK ENTRADA	CALABASAS	91302	09/30/2014
107748	CALABASAS SADDLE	HAY GRAIN FEED DEALER	SADDLE , CALABASAS	23998 CRAFTSMAN RD	CALABASAS	91302	03/31/2015
101780	CALABASAS UNION CORPORATION	FILLING STATION	AMIRIAN , HASHEM	24115 CALABASAS RD	CALABASAS	91302	03/31/2015
101780	CALABASAS UNION CORPORATION	FOOD ESTABLISHMENT	AMIRIAN , HASHEM	24115 CALABASAS RD	CALABASAS	91302	07/31/2014
136639	CANYON CREEK CALABASAS, LP	APARTMENT HOUSE 16+	SAFRAN , THOMAS L	4803 EL CANON AVE	CALABASAS	91302	08/31/2014
106158	CHEVRON	FOOD ESTABLISHMENT	USA, INC , CHEVRON	24101 VENTURA BLVD	CALABASAS	91302	02/28/2015
106159	CHEVRON # 95153	FILLING STATION	USA INC. , CHEVRON	24101 VENTURA BLVD	CALABASAS	91302	02/28/2015
113661	COCO'S # 859	PUBLIC EATING	INC , JOJO'S RESTAUR	4895 N LAS VIRGENES RD	CALABASAS	91302	03/31/2015

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Business License Inquiry

DBA (Business Name):  Business ID:

Business Address Street No:  Street Name:

Business City:  Business Zip Code:

Business Owner Last Name:  First Name:

Type of Business:

**SUBMIT** **CLEAR ALL**

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Business ID	Business Name	Business Type	Owner Name	Address	City	Zip	Lic. Exp. Date
135140	CORNER BAKERY CAFE	PUBLIC EATING	CORP , CBC RESTAURANT	4776 COMMONS WAY B-1	CALABASAS	91302	03/31/2015
140016	CRUMBS BAKE SHOP	PUBLIC EATING		4799 COMMONS WAY E	CALABASAS	91302	04/30/2014
106086	DOMINO'S PIZZA	PUBLIC EATING	BEHM , TIMOTHY L	26500 W AGOURA RD	CALABASAS	91302	05/31/2014
135467	EUREST DINING SERVICES	PUBLIC EATING	USA , INC , COMPASS GROUP	4500 PARK GRANADA	CALABASAS	91302	03/31/2015
119358	GELSON'S MARKET	FOOD ESTABLISHMENT	MARKET , GELSON'S	22277 MULHOLLAND HWY	CALABASAS	91302	12/31/2014
119759	GELSON'S MARKET	PUBLIC EATING	MARKET , GELSON'S	22277 MULHOLLAND HWY	CALABASAS	91302	04/30/2015
137998	GOLDEN SPOON OF CALABASAS	PUBLIC EATING	SMITH , ADAM M	22259 MULHOLLAND HWY	CALABASAS	91302	11/30/2014
109779	GOOD-NITE INN	MOTEL	CORPORATION , NANSAY	26557 AGOURA RD	CALABASAS	91302	09/30/2014
135704	GREEN BASIL THAI RESTAURANT	PUBLIC EATING	GUTIERREZ JR , ROBERT JAMES	5665 LAS VIRGENES RD	CALABASAS	91302	05/31/2014
128410	HANAMI SUSHI	PUBLIC EATING	SEAFOOD CORP , KANE KANE	26527 AGOURA RD 116	CALABASAS	91302	10/31/2014
128612	HILTON GARDEN INN	PUBLIC EATING	MIAN-PRESIDENT, TAHIR	24150 PARK SORRENTO	CALABASAS	91302	03/31/2015
128612	HILTON GARDEN INN	HOTEL +16	MIAN-PRESIDENT, TAHIR	24150 PARK SORRENTO	CALABASAS	91302	04/30/2015
116150	JACK IN THE BOX	PUBLIC EATING	SOOD , SUDESH	26510 AGOURA RD	CALABASAS	91302	10/31/2014
138824	JOHNNY ROCKETS	PUBLIC EATING		4799 COMMONS WAY #J	CALABASAS	91302	09/30/2014
124779	KING'S FISH HOUSE	PUBLIC EATING	GROUP , UNIVERSITY RES	4798 COMMONS WAY	CALABASAS	91302	03/31/2015
124779	KING'S FISH HOUSE	ENTERTAINMENT-GENERAL	GROUP , UNIVERSITY RES	4796 COMMONS WAY	CALABASAS	91302	03/31/2015
102961	LA PAZ	PUBLIC EATING	ITURRALDE , OSCAR	4505 LAS VIRGENES RD	CALABASAS	91302	09/30/2014
128537	LAS VIRGENES 7-ELEVEN	FILLING STATION	INC , K L A Y	4919 LAS VIRGENES ROAD	CALABASAS	91302	03/31/2015
135814	LAS VIRGENES 7-ELEVEN	FOOD ESTABLISHMENT	KASSAR , LOUIS	4919 LAS VIRGENES RD	CALABASAS	91302	05/31/2014
110679	LAS VIRGENES MOBIL SERVICE	FOOD ESTABLISHMENT	GHIYAM , NASSER	4830 LAS VIRGENES RD	CALABASAS	91302	03/31/2015



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**Business License Inquiry** 

DBA (Business Name):  Business ID:   
 Business Address Street No:  Street Name:   
 Business City:  Business Zip Code:   
 Business Owner Last Name:  First Name:   
 Type of Business:

**SUBMIT** **CLEAR ALL**

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Business ID	Business Name	Business Type	Owner Name	Address	City	Zip	Lic. Exp. Date
110680	LAS VIRGENES MOBIL SERVICE	FILLING STATION	GHIYAN , NASSER	4830 LAS VIRGENES RD	CALABASAS	91302	03/31/2015
139998	LE PAIN QUOTODIEN	PUBLIC EATING	HERBERT , VINCENT	4719 COMMONS WAY	CALABASAS	91302	03/31/2015
105859	MAC CHEVRON	FILLING STATION	SINGH , JATINDAR	4807 LAS VIRGENES RD	CALABASAS	91302	02/28/2015
105860	MAC CHEVROV	FOOD ESTABLISHMENT	SINGH , JATINDAR	4807 LAS VIRGENES	CALABASAS	91302	02/28/2015
135338	MALIBU CANYON SHELL	FILLING STATION	MAC , SATPAL S	4831 LAS VIRGENES ROAD	CALABASAS	91302	11/30/2014
135338	MALIBU CANYON SHELL	FOOD ESTABLISHMENT	MAC , SATPAL S	4831 LAS VIRGENES ROAD	CALABASAS	91302	11/30/2014
138831	MALIBU CYN LAUNDRY LLC	LAUNDERETTE		5661 LAS VIRGENES	CALABASAS	91302	10/31/2014
133235	MALIBU LIQUOR	FOOD ESTABLISHMENT	INC , MALIBU LIQUOR,	4932 LAS VIRGENES	CALABASAS	91302	02/28/2015
132865	MARMALADE CAFE	PUBLIC EATING	LLC , MARMALADE	4783 COMMONS WAY E	CALABASAS	91302	04/30/2015
127209	MCDONALD'S # 11331	PUBLIC EATING	LOPATY , KEITH	4785 LAS VIRGENES ROAD	CALABASAS	91302	09/30/2014
138237	MEDITERRANEAN PITA GRILL	PUBLIC EATING		26527 AGOURA RD 120	CALABASAS	91302	02/28/2015
138155	MENCHIES	PUBLIC EATING		4776 COMMONS WAY D	CALABASAS	91302	04/30/2014
134010	MERCEDES BENZ OF CALABASAS	AUTO REPAIR	CALABASAS INC., SONIC	24181 CALABASAS ROAD	CALABASAS	91302	03/31/2015
116210	MICHAEL'S PIZZA	PUBLIC EATING	PAYIND , MOHAMMED N	5689 LAS VIRGENES RD	CALABASAS	91302	02/28/2015
120372	MOBIL MART	FILLING STATION	BARKHORDAR , GAHANGIR	24025 CALABASAS ROAD	CALABASAS	91302	06/30/2014
120372	MOBIL MART	FOOD ESTABLISHMENT	BARKHORDAR , GAHANGIR	24025 CALABASAS ROAD	CALABASAS	91302	06/30/2014
138816	MUSE SCHOOL CA	PRIVATE SCHOOL	CAMERON , SUSAN A	1666 LAS VIRGENES CYN RD	CALABASAS	91302	02/28/2015
136062	NORTHRIDGE INTERNATIONAL INC	GUN DEALER	INTERNATIONAL , NORTHRIDGE	23943 VENTURA BLVD	CALABASAS	91302	05/31/2014
103140	OAK SHELL	FILLING STATION	HADDAD , SAMI	22295 MULHOLLAND HWY	CALABASAS	91302	04/30/2015
103141	OAK SHELL	FOOD ESTABLISHMENT	HADDAD , SAMI	22295 MULHOLLAND HWY	CALABASAS	91302	05/31/2014

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**Business License Inquiry**

**Business License Inquiry**

DBA (Business Name):  Business ID:   
 Business Address Street No:  Street Name:   
 Business City:  Business Zip Code:   
 Business Owner Last Name:  First Name:   
 Type of Business:

**NOTE:** The businesses reflected here are only those in the unincorporated areas of Los Angeles County or in the cities of Calabasas, Diamond Bar, Malibu, Santa Clarita, and Westlake Village. The license expiration date is updated as soon as the renewal payment is processed.

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Business ID	Business Name	Business Type	Owner Name	Address	City	Zip	Lic. Exp. Date
103141	OAK SHELL	AUTO REPAIR	HADDAD , SAMI	22295 MULHOLLAND HWY	CALABASAS	91302	04/30/2015
138075	PICK UP STIX	PUBLIC EATING		4799 COMMONS WAY I	CALABASAS	91302	04/30/2015
128529	RALPHS # 205	FOOD ESTABLISHMENT	COMPANY , RALPHS GROCERY	4754 COMMONS WAY	CALABASAS	91302	03/31/2015
134337	RED ROBIN GOURMET BURGERS	COIN OPERATED GAME	INTERNATIONAL , RED ROBIN	24005 CALABASAS ROAD	CALABASAS	91302	07/31/2014
134337	RED ROBIN GOURMET BURGERS	PUBLIC EATING	INTERNATIONAL , RED ROBIN	24005 CALABASAS ROAD	CALABASAS	91302	07/31/2014
134337	RED ROBIN GOURMET BURGERS	COIN OPERATED GAME	INTERNATIONAL , RED ROBIN	24005 CALABASAS ROAD	CALABASAS	91302	05/31/2014
131167	RITE AID#6327	FOOD ESTABLISHMENT	PAYLESS, INC , THRIFTY	4710 COMMONS WAY	CALABASAS	91302	12/31/2014
139370	RIVIERA RESTAURANT AND LOUNGE	PUBLIC EATING	NIEVES , ANTHONY S	23683 CALABASAS RD	CALABASAS	91302	05/31/2014
138921	ROSTI TUSCAN KITCHEN	PUBLIC EATING	GOLDFEIN , KEVIN B	23663 CALABASAS RD	CALABASAS	91302	12/31/2014
116218	SADDLE PEAK LODGE	PUBLIC EATING	GRAHAM , ANN	419 N COLD CYN RD	CALABASAS	91302	01/31/2015
140104	SALT RESTAURANT	PUBLIC EATING	IINO , DAVID RYO	26500 AGOURA RD 116	CALABASAS	91302	04/30/2014
134781	SANTA FE CAFE	PUBLIC EATING	SESNO , PAMELA	5679 LAS VIRGENES ROAD	CALABASAS	91302	05/31/2014
134983	SHARKY'S	PUBLIC EATING	HASKEMI , TONY	26521 AGOURA RD 124	CALABASAS	91302	05/31/2014
120606	SHIBUYA	PUBLIC EATING	SHIBUYA , MASANOBU M	4774 PARK GRANADA BLVD#8 B	CALABASAS	91302	11/30/2014
112499	SPERLING NURSERY	PLANT NURSERY	LANDSCAY , SPERLING	24460 CALABASAS RD	CALABASAS	91302	02/28/2015
133245	SPUMONI ITALIAN RESTAURANT	PUBLIC EATING	SILVESTRI , NANDO	26500 AGOURA RD. 116	CALABASAS	91302	11/30/2012
139329	STANDARD PARKING	VALET PARKING SERVICE	MARQUEZ , DANIEL	4500 PARK GRANADA	CALABASAS	91302	04/30/2015
123777	STARBUCKS COFFEE #5636	PUBLIC EATING	SMITH , ORIN	4776 COMMONS WAY F	CALABASAS	91302	08/31/2014
139673	STARBUCKS COFFEE#5858	PUBLIC EATING		26531 AGOURA RD	CALABASAS	91302	12/31/2014
131677	SUBWAY #3284	PUBLIC EATING	INC. , A & K SUBWAY,	23669 CALABASAS RD	CALABASAS	91302	11/30/2014



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**Business License Inquiry**

**Business License Inquiry** 

DBA (Business Name):  Business ID:   
 Business Address Street No:  Street Name:   
 Business City:  Business Zip Code:   
 Business Owner Last Name:  First Name:   
 Type of Business:

**SUBMIT** **CLEAR ALL**

**NOTE:** The businesses reflected here are **only** those in the unincorporated areas of Los Angeles County or in the cities of Calabasas, Diamond Bar, Malibu, Santa Clarita, and Westlake Village. The license expiration date is updated as soon as the renewal payment is processed.

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Business ID	Business Name	Business Type	Owner Name	Address	City	Zip	Lic. Exp.
131857	SUBWAY RESTAURANT STORE # 1110	PUBLIC EATING	GROUP, INC., SUBWAY INVESTM	28500 AGOURA RD STE 103	CALABASAS	91302	04/30/20
141080	SUGARFISH	PUBLIC EATING		4799 COMMONS WAY	CALABASAS	91302	04/30/20
139106	SUSHI NISHI	PUBLIC EATING	SNS RESTAURANT, INC.	26799 AGOURA RD. 1	CALABASAS	91302	11/30/20
135141	SUSIECAKES BAKERY CALABASAS	FOOD ESTABLISHMENT	STRIGGOW, HOUSTON	23853 CALABASAS ROAD	CALABASAS	91302	03/31/20
134980	TACO BELL	PUBLIC EATING	ENGEN, DAVID ALBRECHT	4855 LAS VERGENES RD	CALABASAS	91302	05/31/20
135205	THE COFFEE BEAN & TEA LEAF	PUBLIC EATING	COFFEE-TEA LLC, INTERNATIONAL	23635 CALABASAS RD	CALABASAS	91302	09/30/20
139720	TOSCANOVA	PUBLIC EATING	SCIANDRI, AGOSTINO	4799 COMMONS WAY	CALABASAS	91302	01/31/20
134209	ULTIMATE SKIN	MASSAGE TECHNICIAN	ZENTNER, VALERIA KIS	22263 MULHOLLAND HIGHWAY	CALABASAS	91302	09/30/20
121721	ULTIMATE SKIN	MASSAGE PARLOR-GENERAL	SKIN, ULTIMATE	22263 MULHOLLAND HWY	CALABASAS	91302	11/30/20
139382	VILLAGE FISH MARKET	PUBLIC EATING		26791 AGOURA RD	CALABASAS	91302	06/30/20
135308	WILLIAMS SONOMA STORES I# 133	FOOD ESTABLISHMENT	WILSON, C/O RICK	4776 COMMONS WAY	CALABASAS	91302	03/31/20
138270	ZEN SPA	MASSAGE TECHNICIAN	MUELLER, KELLY K	23975 PARK SORRENTO DR 120	CALABASAS	91302	06/30/20

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**Check on Status of a Business License Application**

**Check on Status of a Business License Application**

Business ID:  DBA(Business Name):   
 Business Address Street. No:  Street Name:   
 Business City:  Business Zip Code:   
 Business Owner Last Name:  First Name:   
 Type of Business:

**SEARCH** **CLEAR ALL**

Please click on the status to view the detailed information.

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Business ID	Status	Business Name	Business Type	Owner Name	Address	City	Zip
141121	<a href="#">Pending</a>	3SIXTY BAR & GRILL	PUBLIC EATING	CIGLIANO , GERALD A	26791 AGOURA RD	CALABASAS	91302
139929	<a href="#">Pending</a>	ATMOSPHERE EVENTS & CATERING	PUBLIC EATING	ROLLAND , DANA ELISE	23400 PEAK SORRENTO	CALABASAS	91302
140546	<a href="#">Completed</a>	CALABASAS PATIO CAFE	PUBLIC EATING	GHAZY , JACQUELINE C	26651 W AGOURA RD 100	CALABASAS	91302
135145	<a href="#">Completed</a>	CALABASAS STADIUM 6	COIN OPERATED GAME	THEATRE, INC , EDWARDS	4767 COMMONS WAY	CALABASAS	91302
135145	<a href="#">Completed</a>	CALABASAS STADIUM 6	PUBLIC EATING	THEATRE, INC , EDWARDS	4767 COMMONS WAY	CALABASAS	91302
137769	<a href="#">Pending</a>	ENTERPRISE RENT-A-CAR	MOTOR VEHICLE RENTAL		24500 CALABASAS RD	CALABASAS	91302
141377	<a href="#">Pending</a>	EREWHON NATURAL FOODS MARKET	PUBLIC EATING	ANTOCI , MARIANO A	26767 AGOURA RD	CALABASAS	91302
141377	<a href="#">Pending</a>	EREWHON NATURAL FOODS MARKET	FOOD ESTABLISHMENT	ANTOCI , MARIANO A	26767 AGOURA RD	CALABASAS	91302
141324	<a href="#">Pending</a>	GENERAL NUTRITION CORP # 1651	FOOD ESTABLISHMENT		26527 AGOURA ROAD	CALABASAS	91302
137824	<a href="#">Completed</a>	MOTORWERKS OF CALABASAS	AUTO REPAIR	FAWAZ , MAZEN N	23833 VENTURA BLVD.	CALABASAS	91302
140734	<a href="#">Pending</a>	PEDALER'S FORK	PUBLIC EATING		23504 CALABASAS RD 5	CALABASAS	91302
141317	<a href="#">Pending</a>	WOLF CREEK RESTAURANT & BREWIN	PUBLIC EATING	UTLEY , DARREN C	26787 AGOURA RD E-1	CALABASAS	91302



**Estimate Cost to Calabasas Businesses**  
**Annual LAC Business Licenses**

<b>License type</b>	<b>No of Licenses</b>	<b>Annual fee</b>	<b>TOTALS</b>
Apartment House	2	\$ 223.00	\$ 446.00
Bookstore	1	\$ 175.00	\$ 175.00
Coin Operated Game	2	\$ 131.00	\$ 262.00
Entertainment	1	\$ 406.00	\$ 406.00
Filling Station	8	\$ 252.00	\$ 2,016.00
Food Establishment	17	\$ 223.00	\$ 3,791.00
Hotel/Motel	3	\$ 223.00	\$ 669.00
Launderette	1	\$ 185.00	\$ 185.00
Livery Stable	1	\$ 223.00	\$ 223.00
Massage Parlor	2	\$ 213.00	\$ 426.00
Massage Technician	4	\$ 208.00	\$ 832.00
Motor Vehicle Repair	5	\$ 275.00	\$ 1,375.00
Plant Nursery	1	\$ 131.00	\$ 131.00
Private School	1	\$ 246.00	\$ 246.00
Public Eating	43	\$ 223.00	\$ 9,589.00
Secondhand Dealer	1	\$ 232.00	\$ 232.00
Valet Parking Service	1	\$ 131.00	\$ 131.00
<b>TOTALS</b>	<b>94</b>		<b>\$ 21,135.00</b>



**CITY of CALABASAS**

**CITY COUNCIL AGENDA REPORT**

**DATE: JUNE 2, 2014**

**TO: HONORABLE MAYOR AND COUNCILMEMBERS**

**FROM:  ROBERT YALDA, P.E., T.E., PUBLIC WORKS DIRECTOR  
 STEVE BALL, LANDSCAPE DISTRICTS MAINTENANCE MANAGER**

**SUBJECT: FISCAL YEAR 2014-2015 LEVY OF ASSESSMENTS IN CONNECTION WITH THE LANDSCAPE LIGHTING ACT DISTRICTS AND THE PROPOSED INCREASE OF ASSESSMENTS IN CERTAIN ZONES THEREOF; AND FOLLOWING TABULATION OF MAIL BALLOTS, ADOPT RESOLUTION NO. 2014-1408, CERTIFYING THE RESULTS OF THE ASSESSMENT BALLOT PROCEEDING WITH RESPECT TO THE PROPOSED INCREASE; AND ADOPTION OF RESOLUTION NO. 2014-1409, FINALLY APPROVING AN ENGINEER'S REPORT IN CONNECTION WITH LANDSCAPING LIGHTING ACT DISTRICT NOS. 22, 24, 27 & 32 AND CONFIRMING DIAGRAMS AND ASSESSMENTS FOR SUCH DISTRICTS FOR FISCAL YEAR 2014-2015.**

**MEETING DATE: JUNE 11, 2014**

---

**SUMMARY RECOMMENDATION:**

Following a public hearing and tabulation of assessment ballots, adopt Resolution No. 2014-1408, certifying the results of the balloting and Resolution No. 2014-1409, confirming the annual administration of the districts.

**BACKGROUND:**

The City of Calabasas administers the following four landscape assessment districts pursuant to the Landscaping & Lighting Act of 1972:

- Landscape Lighting Act District No. 22 (LLAD 22) – Calabasas Park Area
- Landscape Lighting Act District No. 24 (LLAD 24) – Lost Hills/Calabasas Hills
- Landscape Lighting Act District No. 27 (LLAD 27) – Las Virgenes Road
- Landscape Lighting Act District No. 32 (LLAD 32) – Agoura / Malibu Hills

The Districts were transferred to the City from Los Angeles County on July 1, 1995. In 1997, in compliance with new requirements imposed by the adoption of Proposition 218 in 1996, the assessments were submitted to property owners in an assessment ballot proceedings. Subsequent rate increases in some of the zones of the districts have also been approved following a balloting proceeding.

On April 23, 2014, this Council adopted resolutions initiating annual proceedings for FY 2014-15 in connection with the assessment districts. These resolutions proposed an increase in the assessment rate for Classic Calabasas and Vista Pointe. As required by Proposition 218, notices of tonight's public hearing on the increased assessment, as well as an assessment ballot, were mailed to the record owner of each parcel in those zones.

**DISCUSSION/ANALYSIS:**

The purpose of this agenda item is to (i) hold a public hearing on the annual landscape districts assessment and increases, (ii) tabulate ballots from the zones in which the assessment is proposed to increase, (iii) adopt Resolution No. 2014-1408, certifying the results of the balloting and (iv) adopt Resolution No. 2014-1409, which imposes the assessment.

With respect to the zones for which a rate increase has been proposed, a rate increase can be approved in a zone only if the ballots returned for that zone in opposition to the assessment do not exceed the ballots in support of the assessment. If the balloting is unsuccessful, the assessment may continue at the prior rate.

**FISCAL IMPACT/SOURCE OF FUNDING:**

Funding sources:

- Division: 322 – LMD 22
- Division: 323 – LMD 24
- Division: 324 – LMD 27
- Division: 325 – LMD 32

**REQUESTED ACTION:**

Following a public hearing and tabulation of assessment ballots, adopt Resolution No. 2014-1408 and Resolution No. 2014-1409.

**ATTACHMENTS:**

- Attachment 1: Resolution No. 2014-1408 Certifying the Balloting Procedure
- Attachment 2: Resolution No. 2014-1409 Confirming a Diagram and Assessment for the Landscape Lighting Act Districts for Fiscal Year 2014-15
- Attachment 3: Final Engineer's Report

**RESOLUTION NO. 2014-1408**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CALABASAS, CALIFORNIA, DECLARING AND CERTIFYING THE RESULTS OF A MAIL BALLOT PROCEEDING CONDUCTED IN CONNECTION WITH LANDSCAPE LIGHTING ACT DISTRICT NO. 22**

**WHEREAS**, the City levies an assessment in connection with its Landscape Lighting Act District No. 22 (the "District") pursuant to the Landscaping and Lighting Act of 1972 (Streets and Highways Code Section 22500 *et seq.* (the "Assessment Law")); and

**WHEREAS**, by its Resolution No. 2014-1407, the City Council declared its intention to increase the authorized assessment rate in the following zone: Calabasas Park Estates; and

**WHEREAS**, by that same Resolution, the City Council directed that notice of the increased assessment and of a public hearing be given to the owner of each parcel that would be subject to the proposed assessment increase and that such notice include an assessment ballot as required by Article XIID of the California Constitution and applicable law; and

**WHEREAS**, on June 11, 2014, the City Council held a full and fair public hearing with respect to the increased assessments, at which all interested persons could present oral and written testimony; and

**WHEREAS**, following the close of the public input portion of the public hearing, assessment ballots were tabulated pursuant to the City's "Procedures for the Completion, Return, and Tabulation of Assessment Ballots;" and

**WHEREAS**, the City Council has received a report with respect to the tabulation of ballots and desires to declare and certify the results of that tabulation.

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

SECTION 1. The forgoing recitals are each true and correct.

SECTION 2. The City Council declares and certifies that the results of the balloting are as shown on the tabulation report attached hereto as Exhibit A and incorporated herein by reference.

SECTION 3. The City Council finds that in the following Zones, (i) a majority protest as defined by Article XIID of the California Constitution does not exist; (ii)

the City has now met each requirement of Article XIID and applicable law with respect to increasing the assessment in these Zones and (iii) the City Council may now, and in each future year, levy the assessment in these Zones at any rate which does not exceed the rate proposed for that Zone in Resolution No. 2014-1407 (as adjusted by any inflation adjustment disclosed on the assessment ballot):

\_\_\_\_\_  
\_\_\_\_\_

SECTION 4. The City Council finds that in the following Zones a majority protest, as defined by Article XIID of the California Constitution exists and therefore abandons proceedings to increase the authorized assessment rate in such Zone:

\_\_\_\_\_  
\_\_\_\_\_

SECTION 5. The City Council reserves the right to levy the assessment in any Zone listed in Section 4 at the rates authorized prior to the conduct of this assessment ballot proceeding.

SECTION 6. The City Clerk shall certify as 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 11<sup>th</sup> day of June, 2014.

\_\_\_\_\_  
David J. Shapiro, Mayor

ATTEST:

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

APPROVED AS TO FORM:

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

**EXHIBIT "A"**  
**CITY CLERK'S CERTIFICATE OF CANVASS**

I, Maricela Hernandez, City Clerk of the City of Calabasas, do certify that on June 11, 2014, pursuant to the City's "Procedures for the Completion, Return, and Tabulation of Assessment Ballots," I canvassed the returns of the special balloting for the Landscape Lighting Act District No. 22 .:

Total Dollar Amount in Favor	Total Dollar Amount Against

ATTESTED:

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

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

**RESOLUTION NO. 2014-1409**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CALABASAS, CALIFORNIA, FINALLY APPROVING AN ENGINEERS REPORT IN CONNECTION WITH LANDSCAPING LIGHTING ACT DISTRICTS NO. 22, 24, 27 & 32 AND CONFIRMING DIAGRAMS AND ASSESSMENTS FOR SUCH DISTRICTS.**

**WHEREAS**, by its Resolution No. 2014-1407, the City Council declared its intention to levy and collect assessments for Fiscal Year 2014-15 in connection with Landscape Lighting Act District No. 22, Landscape Lighting Act District No. 24, Landscape Lighting Act District No. 27, and Landscape Lighting Act District No. 32 (collectively the "Districts" and each a "District") pursuant to the Landscaping and Lighting Act of 1972 (California Streets & Highways Code Section 22500 et seq.) (the "Assessment Law"); and

**WHEREAS**, on May 28, 2014, the City Council held a full and fair public meeting at which all interested persons could give oral and written testimony with respect to the Fiscal Year 2014-15 assessment and proposed increases to these assessments; and

**WHEREAS**, the City Council has considered all oral and written testimony and protests with respect to the proposed assessment for Fiscal Year 2014-15; and

**WHEREAS**, by its Resolution No. 2014-1408, the City Council certified the results of a mail ballot proceeding conducted in connection with proposed assessment increases in one Zone of District No. 22; and

**WHEREAS**, the City Council desires to cause the levy and collection of assessments for Fiscal Year 2014-15 in the Districts;

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

SECTION 1. The forgoing recitals are each true and correct.

SECTION 2. The City Council hereby finally approves the Report of Anderson-Penna Partners, as Assessment Engineer, entitled Final Engineer's Report for the Landscape Lighting Act Districts, and dated June 11, 201, which is on file in the Office of the City Clerk and available for public inspection, with changes to reflect the effect of any majority protest found to exist by Resolution No. 2014-1408. Except as set forth in that Resolution, any protests against the proposed assessments for Fiscal Year 2014-15 are hereby overruled.

SECTION 3. The Diagram and Assessment contained within such Report is hereby approved pursuant to Section 22631 of the Assessment Law.

SECTION 4. The adoption of this Resolution constitutes the levy of the assessment within each of the Districts for Fiscal Year 2014-15.

SECTION 5. The City Clerk shall certify to the adoption of this resolution and shall cause the same to be processed in the manner required by law.

**PASSED, APPROVED AND ADOPTED** this 11<sup>th</sup> day of June, 2014.

\_\_\_\_\_  
David J. Shapiro, Mayor

ATTEST:

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

APPROVED AS TO FORM:

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

**CITY OF CALABASAS**

**FINAL ENGINEER'S REPORT**

**LANDSCAPE LIGHTING ACT DISTRICTS NOS. 22, 24, 27 & 32  
(1972 Act Districts)**

**FISCAL YEAR 2014-15**



**CITY of CALABASAS**

**Landscape Lighting Act District No. 22 (CALABASAS PARK AREA)**

**Landscape Lighting Act District No. 24 (MALIBU LOST HILLS)**

**Landscape Lighting Act District No. 27 (LAS VIRGENES)**

**Landscape Lighting Act District No. 32 (LOST HILLS COMMERCIAL)**

**Prepared by AndersonPenna Partners, Inc.**

**May 29, 2014**



**CITY OF CALABASAS  
LANDSCAPE LIGHTING ACT DISTRICT NOS. 22, 24, 27 & 32 (1972 Act Districts)  
FINAL ENGINEER'S REPORT  
FISCAL YEAR 2014-15**

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**CITY OF CALABASAS  
LANDSCAPING LIGHTING ACT DISTRICT NOS. 22, 24, 27 & 32 (1972 Act Districts)  
FINAL ENGINEER'S REPORT  
FISCAL YEAR 2014-15**

**BACKGROUND AND INTRODUCTION**

**BACKGROUND**

Prior to the incorporation of the City of Calabasas, the County of Los Angeles formed the following Districts pursuant to the Landscaping and Lighting Act of 1972 (Streets & Highways Code Section 22500 *et seq.*):

Landscape Lighting Act District No. 22 (CALABASAS PARK AREA) (Formed in 1979)

Landscape Lighting Act District No. 24 (MALIBU LOST HILLS) (Formed in 1984)

Landscape Lighting Act District No. 27 (LAS VIRGENES) (Formed in 1984)

Landscape Lighting Act District No. 32 (LOST HILLS COMMERCIAL) (Formed in 1989)

In July 1995, the County of Los Angeles transferred all four Districts to the City of Calabasas.

These 1972 Act Districts fund landscape maintenance services and are funded by annual benefit assessments levied against each parcel in each District. The word "lighting" was apparently included in their names as a reference to the Landscaping and Lighting Act of 1972.

In Fiscal Year 1997-98, assessment ballot proceedings were conducted pursuant to Proposition 218 (Articles XIII C and XIII D of the California Constitution) for each of the four Districts. There was not a majority protest against any of the assessments, and the assessment methodology was approved by the City Council. The approved methodology reserved to the City Council the right each year to implement an inflation adjustment in these Districts. Implementation of the annual inflation adjustment, which is based on the Consumer Price Index (CPI), does not constitute an assessment increase for purposes of Proposition 218, because landowners in the Fiscal Year 1997-98 assessment ballot and subsequent ballots authorized these adjustments.

**INTRODUCTION**

This report was prepared in response to the City Council action ordering a report for the levy of assessments for the fiscal year commencing July 1, 2014 and ending June 30, 2015. This report is prepared in compliance with the requirements of Proposition 218, and the Landscaping and Lighting Act of 1972.

This report presents the engineering analysis for the annual administration of the four Districts. Through the levy and collection of benefit assessments, the four Districts fund maintenance and operation of landscape improvements. For Fiscal Year 2014-15, Landscape Lighting Act District Nos. 22, 24, 27 and 32 assessments will be levied based on the previously approved methodology, at the same rate as was in effect in Fiscal Year 2013-14, plus a 1.08% CPI inflation adjustment as recommended by the City of Calabasas' Chief Financial Officer. As the assessments are levied on the basis of benefit, they are not considered a tax, and, therefore, are not governed by Article XIII A of the Constitution of the State of California. The assessments are governed by Articles XIII D of the Constitution.

Due to increased maintenance costs and in order to continue to provide the same level of maintenance services as in prior years, the City of Calabasas, at the request of Classic Calabasas Park and Vista Pointe Homeowner's Associations Board of Directors proposes assessment rate increases for the two Zones in District 22. Classic Calabasas Park proposes an approximate 3.5% assessment rate increase and Vista Pointe proposes an approximate 7.2% assessment rate increase. In compliance with Proposition 218, the proposed increased assessment rates will be submitted to the property owners via mailed ballots. The ballots will be tabulated at the June 11, 2014, Public Hearing to determine if there is a majority protest against the proposed assessment increase.

### **Landscaping Improvements**

These Districts provide for the installation, operation, maintenance, and servicing of landscape improvements. The Landscaping and Lighting Act of 1972 allows the Districts to provide funding for the installation, maintenance, operation, servicing and administration of the following landscape improvements:

- The installation or planting of landscape;
- The installation or construction of statuary, fountains, or other ornamental structures;
- The installation or construction of public lighting facilities (*by City policy limited to lighting of parkland and major landscaping*);
- The installation or construction of facilities which are appurtenant to any of the foregoing or which are necessary or convenient for the maintenance and servicing thereof, including, but not limited to grading, clearing, removal of debris, the installation or construction of curbs, gutters, sidewalks, walls, paving, or water, irrigation, drainage or electrical facilities;
- The installation of park or recreational improvements;
- The maintenance or servicing, or both, of any of the foregoing;
- The acquisition of land for park, recreational, or open space purposes;
- The acquisition of any existing improvement otherwise authorized pursuant to section 22525 of the Streets and Highways Code.

"Maintenance" means the furnishing of services and materials for the ordinary and usual maintenance, operation, and servicing of any improvement, including:

- Repair, removal or replacement of all or any part of any improvement;
- Providing for the life, growth, health, and beauty of landscape, including cultivation, irrigation, trimming, spraying, fertilizing, or treating for plant disease or injury;
- The removal of trimmings, rubbish, debris, and other solid waste from common area landscape or hardscape,
- Cleaning and sandblasting to remove or cover graffiti;

"Servicing" means the furnishing of:

- Water for irrigation of any landscaping, operation of any fountains or maintenance of any other improvements;
- Electrical current or energy, gas, or other illuminating agent for any public lighting facilities or for lighting or operation of any other improvements.

Note that the four Districts do not necessarily provide every service authorized under the 1972 Act. For example, while these Districts provide electrical current to power irrigation systems, fountains, landscape lighting, Calabasas Lake aeration systems, and Association Park lake sidewalk lighting, they do not fund LLAD residential or commercial district street lighting.

**CITY OF CALABASAS  
LANDSCAPE LIGHTING ACT DISTRICT NOS. 22, 24, 27 & 32 (1972 ACT DISTRICTS)  
FINAL ENGINEER'S REPORT  
FISCAL YEAR 2014-15**

**PLANS AND SPECIFICATIONS**

Several items related to the Districts are on file and available for review at the City of Calabasas Public Works Department, Landscape Maintenance Division office. The items listed below are incorporated into this Engineer's Report by reference.

The lines and dimensions of each lot or parcel within the Assessment Districts are those lines and dimensions shown on the maps of the Assessor of the County of Los Angeles for the year when this Report is prepared. The Assessor's maps and records are incorporated by reference herein and made part of this Report.

Plans and specifications showing each District's exterior boundaries; and indicating the general nature, location and extent of improvements.

For Landscape Lighting Act District No. 22, each member HOA has an individual maintenance contract. The member HOAs have been designated as "Zones"; each Zone has been given a number. The City has on file for each Zone a maintenance contract listing the work contracted and a diagram(s) detailing maintenance service work areas.

**CITY OF CALABASAS  
LANDSCAPE LIGHTING ACT DISTRICT NOS. 22, 24, 27 & 32 (1972 ACT DISTRICTS)  
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**IMPROVEMENTS**

The landscape lighting act Districts provide funds for the operation, maintenance and services for the landscape improvements in each District. District Nos. 22, 24, 27, and 32 typically may provide the following landscape maintenance services for the improvements listed in each District below:

- Installation, maintenance, repair, removal or replacement of landscape improvements in a manner that provides for the life, growth, health, and beauty of the landscape;
- Tree installation, tree trimming or tree removal;
- Landscape rodent and pest control;
- Fertilization or treating for plant disease or injury;
- Removal of trimmings, rubbish, debris, and other solid waste from common area landscape or hardscape;
- Graffiti removal;
- Maintenance, repair, and replacement as necessary of all irrigation systems;
- Energy costs of the irrigation control system;
- Furnishing of irrigation water;
- Exterior inspection and cleaning only of drainage structures; not interior inspection, repair or replacement;
- Annual weed abatement/brush clearance for fuel reduction/fire safety.

The landscape improvements maintained by each District are generally described as follows:

**Landscape Lighting Act District No. 22**

LLAD 22 provides for the maintenance of landscape of the common areas and open space areas located within member homeowner associations (HOA) referred to as "Zones". The HOA common areas are either owned in common or privately owned, with easements granted to the District for landscape maintenance purposes. The maintenance of landscape also includes greenbelt and slope areas as well as annual weed abatement/brush clearance for fuel reduction/fire safety.

**Landscape Lighting Act District No. 24**

LLAD 24 provides maintenance of landscape within street right-of-way and open space areas. The open space areas include slopes and creek banks. Maintenance of landscape on streets within right-of-way includes parkways, center medians, adjacent turf areas, trees, and annual weed abatement/brush clearance for fuel reduction/fire safety.

**Landscape Lighting Act District No. 27**

LLAD 27 provides maintenance of landscape within street right-of-way. Maintenance of landscape on streets within right-of-way includes parkways, center medians, and street trees.

**Landscape Lighting Act District No. 32**

LLAD 32 provides maintenance of landscape within street right-of-way. Maintenance of landscape on streets within right-of-way includes center medians and street trees.



**CITY OF CALABASAS  
LANDSCAPE LIGHTING ACT DISTRICT NOS. 22, 24, 27 & 32 (1972 ACT DISTRICTS)  
FINAL ENGINEER'S REPORT  
FISCAL YEAR 2014-15**

**ESTIMATE OF COST**

The estimated budget for Fiscal Year 2014-15 for each District is shown in the table below. The beginning fund balance estimated for July 1, 2014, is projected from 2013-2014 budget year. These fund balances are used to finance all work from July 1, 2014 until June 30, 2015. The first deposit from the County Assessor's Office to the District's accounts is December 2014. The projected carryover from FY 2014-15 will be the beginning fund balance for Fiscal Year 2015-2016 and so forth.

CITY OF CALABASAS LANDSCAPE LIGHTING ACT DISTRICT NOS. 22, 24, 27 & 32 SOURCES AND USES FOR FY 2014-15				
	LLAD 22	LLAD 24	LLAD 27	LLAD 32
<b><u>SOURCES</u></b>				
BEGINNING BALANCE (Est.)	81,200	304,200	130,700	4,500
BENEFIT ASSESSMENT	2,764,300	186,900	31,900	32,700
OTHER CITY FUNDS*	1,000,000			
INTEREST	1,200	4,600	2,000	100
<b>TOTAL SOURCES</b>	<b>3,846,700</b>	<b>495,700</b>	<b>164,600</b>	<b>37,300</b>
<b><u>USES</u></b>				
CITY ADMINISTRATIVE COSTS (SALARIES, CONSULTANTS, INCIDENTAL COSTS, ETC.)	129,500	10,100	5,500	3,100
UTILITIES (IRRIGATION WATER & ELECTRICAL TO POWER IRRIGATION CONTROLLERS)	881,100	28,700	5,000	7,400
MAINTENANCE CONTRACTS/PEST CONTROL TREE MAINTENANCE (INSTALLATION, TRIMMING, REMOVALS)	1,195,600	97,800	17,200	21,200
FIRE BREAK / BRUSH CLEARANCE	302,600	18,700	-	-
CAPITAL IMPROVEMENTS	-	-	-	-
GENERAL BENEFIT LANDSCAPING IMPROVEMENTS*	1,000,000			-
<b>TOTAL USES</b>	<b>3,803,900</b>	<b>195,100</b>	<b>39,200</b>	<b>31,700</b>
<b>ENDING BALANCE CARRYOVER</b>	<b>42,800</b>	<b>300,600</b>	<b>125,400</b>	<b>5,600</b>

\*Other City Funds – funds the maintenance of general benefit landscape improvements. See LLAD No. 22 General Benefit.

The FY 2014-15 Budget Sources and Uses provided by the City of Calabasas' Finance Department. The detailed records for the costs, utilities, maintenance contracts and other uses are on file at the City of Calabasas.

**CITY OF CALABASAS  
LANDSCAPE LIGHTING ACT DISTRICT NOS. 22, 24, 27 & 32  
FINAL ENGINEER'S REPORT  
FISCAL YEAR 2014-15**

**METHOD OF APPORTIONMENT OF ASSESSMENT**

Proposition 218 requires that a parcel's assessment may not exceed the reasonable cost of the proportional special benefit conferred on that parcel. The Articles provide that only special benefits are assessable. The City must separate the general benefits from the special benefits conferred on a parcel; a special benefit being a particular and distinct benefit over and above general benefits conferred on the public at large, including real property within the district.

In Fiscal Year 1997-98, the four Districts conducted an assessment ballot proceeding pursuant to Proposition 218; the assessment methodology was approved by a majority of District parcel owners and the City Council. The City reserves the right to implement the previously approved inflation adjustment in these Districts. Implementation of the annual inflation adjustment, which is based on the annual Consumer Price Index (CPI), does not constitute an assessment increase for purposes of Proposition 218, because parcel owners in the Fiscal Year 1997-98 assessment ballot and subsequent ballotings authorized these adjustments.

Assessments for the Districts are subject to an increase each year equal to the 12-month average percent change in the annual Consumer Price Index, All Urban Consumers, for the Los Angeles-Riverside-Orange County Area ("CPI"), from January 1st through December 31st of the fiscal year prior to the subject fiscal year. Future annual budgets within this limit may be approved by the City Council without additional property owner ratification. A CPI increase may be exceeded only by a majority parcel owner approval. For Fiscal Year 2014-15, Landscape Lighting Act District Nos. 22, 24, 27, and 32 assessments will be increased by the 1.08% annual CPI inflation adjustment.

Each District will be discussed in terms of background, special benefit, general benefit, and assessment formula. Certain terms used throughout the Method of Assessment are defined below.

**DEFINITIONS**

**Special Benefit:** Articles XIII C and XIII D of the California Constitution define special benefit as "a particular and distinct benefit over and above the general benefits conferred on real property located in the District or to the public at large. General enhancement of property value does not constitute 'special benefit.'" The following Method of Apportionment of Assessment for each District analyzes the special benefit each parcel receives from the improvements funded in each District. The cost of landscape maintenance is distributed to parcels in each District based on the special benefit each parcel receives by an assessment formula. Within the Districts, zones of benefit may be designated based on spreading the cost of the improvements associated with each Zone over the parcels within that Zone.

Each assessed parcel within each District receives a particular and distinct Special Benefit from the improvements. The operation and maintenance of the landscape improvements provides a Special Benefit to the parcels within each District even though there may not be landscaping immediately adjacent to a particular parcel. Special Benefits associated with landscaped improvements are:



- The proper maintenance of landscape along streets provides noise abatement and visual barriers to reduce the negative impact of the streets upon nearby parcels within the District.
- Landscape improvements provide environmental enhancement to nearby parcels through erosion control, dust and debris control, and weed abatement for fire safety.
- The aesthetic desirability of parcels within the District is specifically enhanced by the presence of well-maintained open space, greenbelts, street medians, and frontage landscape.
- Having properly maintained landscape readily accessible to properties within the District means the owners of the assessed parcels may enjoy the benefits of having such improvements available for use while avoiding the effort and expense of individually installing and maintaining similar improvements.
- Where the District is providing maintenance along easements on privately held property, it is providing landscape services that otherwise would be direct expenses of the owners of such property.
- State and City laws generally hold property owners individually responsible for the safe and proper maintenance of their frontages.

**Zones:** Landscape Lighting Act District No. 22 (1972 Act District) Calabasas Park Area has been divided into “Zones” of benefit by individual communities or neighborhoods that receive distinct Special Benefit. In most cases, Zones are defined by the boundaries of a homeowners association. In a few cases, the Zone is based on master plan boundaries (Old Town Master Plan) or street boundaries. The landscape maintenance activities that provide a Special Benefit are separately identified by the City for each Zone. Based on an assessment formula, the cost of these landscape maintenance activities is then spread to the parcels within that Zone.

**Assessment Units:** The assessment units assigned to each parcel are used in the assessment formula to compute the assessment amount. If the zone has one single land use, then each parcel is assigned one assessment unit. Where more than one land use exists within a zone, traffic generation factors are used as a means to define the benefit a single family residence receives as compared to an apartment or a commercial property. The following traffic generation factors for the City of Calabasas and resulting Assessment Units are incorporated in this Report. Per Parcel

Land Use	Traffic Generation Factor	Assessment Unit
Single Family Residential (Houses and Condominiums)	10 trips per day	1.0 (10 trips/10 trips) per parcel
Multi-Family Residential (Apartments)	6 trips per day	0.6 (6 trips/10 trips) per unit
Commercial Parcel	40 trips per day	4.0 (40 trips/10 trips) per acre

Note: Traffic Generation Factor is based on information provided by the City of Calabasas in 1997-98. Due to minor changes in development in the area since this time, these results continue to be representative of the traffic generated in the assessment district.

The Method of Assessment for each District is provided in the following sections.

## **LANDSCAPE LIGHTING ACT DISTRICT NO. 22 (1972 ACT DISTRICT) (CALABASAS PARK AREA)**

### **METHOD OF APPORTIONMENT OF ASSESSMENTS**

For Fiscal Year 2014-15, Landscape Lighting Act District No. 22 (LLAD 22) assessments will be levied based on previously approved methodology and will be levied at the same rate as in Fiscal Year 2013-14 with a 1.08 % annual CPI inflation adjustment.

Due to increased maintenance costs and in order to continue to provide the same level of maintenance services as in prior years, the City of Calabasas, at the request of Classic Calabasas Park and Vista Pointe Homeowner's Associations Board of Directors proposes assessment rate increases for the two Zones in District 22. Classic Calabasas Park proposes an approximate 3.5% assessment rate increase and Vista Pointe proposes an approximate 7.2% assessment rate increase. In compliance with Proposition 218, the proposed increased assessment rates will be submitted to the property owners via mailed ballots. The ballots will be tabulated at the June 11, 2014, Public Hearing to determine if there is a majority protest against the proposed assessment increase.

### **IMPROVEMENTS**

LLAD 22 provides for the maintenance of landscape of the common areas and open space areas located within member homeowner associations (HOA). The HOA common areas are either owned in common or privately owned, with easements granted to the District for landscape maintenance purposes. The maintenance of landscape also includes greenbelt and slope areas as well as annual weed abatement/brush clearance for fuel reduction/fire safety.

LLAD 22 provides funding for the installation, maintenance, operation, and administration of the following landscape improvements:

"Improvement" means one or any combination of the following:

- The installation or planting of landscape;
- The installation of trees;
- The installation or construction of statuary, fountains, or other ornamental structures;
- The installation or construction, of public lighting facilities (*by City policy limited to lighting of parkland and major landscaping*);
- The installation or construction of facilities which are appurtenant to any of the foregoing or which are necessary or convenient for the maintenance and servicing thereof, including, but not limited to grading, clearing, removal of debris, the installation or construction of curbs, gutters, sidewalks, walls, or paving, or water, irrigation, drainage or electrical facilities;
- The installation of park or recreational improvements;
- The maintenance or servicing, or both, of any of the foregoing;
- The acquisition of land for park, recreational, or open space purposes;
- The acquisition of any existing improvement otherwise authorized pursuant to section 22525 of the Streets and Highways Code.

“Maintenance” means the furnishing of services and materials for the ordinary and usual maintenance, operation, and servicing of any improvement, including:

- Providing for the life, growth, health, and beauty of landscape, including cultivation, irrigation, trimming, spraying, fertilizing, or treating for plant disease or injury;
- Repair, removal or replacement of all or any part of any improvement;
- The removal of weeds, trimmings, rubbish, debris, and other solid waste from common area landscape or hardscape;
- Cleaning and sandblasting to remove or cover graffiti;
- Exterior inspection and cleaning only of drainage structures; not interior inspection, repair or replacement;
- Annual weed abatement/brush clearance for fuel reduction/fire safety;
- Landscape rodent and pest control;
- Trimming or removal of trees.

“Servicing” means the furnishing of:

- Water for irrigation of any landscape, operation of any fountains or maintenance of any other improvements;
- Electrical to power irrigation systems, fountains, and landscape lighting.

#### **METHODOLOGY**

The following methodology described pertains to Landscape Lighting Act District No. 22 (1972 Act). The landscape services provided to all properties within the district boundary have been reviewed to identify the General Benefit and Special Benefit conferred to each parcel.

#### **GENERAL BENEFIT**

Articles XIII C and XIII D of the California Constitution require that the benefit to the public at large be identified for any improvements being funded through an assessment district. This so-called "general" benefit may not be assessed to the parcels through an assessment district. The following Method of Apportionment of Assessment for the District analyzes the benefit to the public at large from the landscape improvements provided by the City for the District.

In LLAD 22, certain portions of improvements are identified as providing general benefit. The costs associated with these improvements are not included in the LLAD 22 budget assessed to parcels in the District. Instead, these costs are funded through Landscape Maintenance District No. 22 (LMD 22), via an existing ad valorem tax levy. Proposition 218 does not govern the ad valorem levy, and the proceeds of this ad valorem levy may be used toward any landscape improvements providing general benefit within the LMD 22/LLAD 22 boundary.

The following landscape improvements provide general benefit and are funded solely by LMD 22, via the existing ad valorem tax levy and are not funded by LLAD 22. Maintenance of landscape on major thoroughfare roadways, including portions of Calabasas Road, Civic Center Way, Park Capri, Park Entrada, Park Granada, median islands on Park Helena and Park Sienna, Park Ora, certain parkway areas on Park Sorrento, Parkway Calabasas, Association Park, Calabasas Lake, and natural areas such as McCoy Creek, and open space areas within the district boundary.

The roadways are thoroughfares for the community, providing access to schools, shops, freeways, and recreational facilities, and therefore, confer a General Benefit to the community. The landscape along



these streets includes parkway landscape that serves to improve the stabilization of slopes adjacent to these roadway sections within the District.

**SPECIAL BENEFIT**

With the exception of the major public thoroughfare roadways located within the boundaries of District LLAD 22 as described above in General Benefit, all of the areas maintained by LLAD 22 are either owned in common or are privately owned and are solely accessible to (or primarily accessible to) owners of the assessed properties, their tenants, and/or guests. These areas have easements granted to LLAD 22 for landscape maintenance purposes.

The local landscape improvements associated within member homeowner associations, provide special benefits to the properties within those developments, and have no benefit to the public at large, to individuals rather than property, or to properties located outside of the district. The landscape improvements of the common areas located within member homeowner associations are of direct and special benefit to the assessed properties. Consequently, 100% of these costs are allocated to special benefit.

In order for the methodology to be in compliance with Articles XIII C and XIII D of the California Constitution, a thorough study of the landscape funded by the District was performed in 1997-98. The District was divided by tracts into member homeowner associations and a commercial district that are called "Zones". These Zones receive distinct special benefit. In a few cases, the Zone is based on master plan boundaries (Old Town Master Plan) or street boundaries. Each Zone's specific usage and landscape maintenance activities were identified to determine the level of special benefit each property receives within that Zone.

The landscape maintenance activities that provide a Special Benefit have been determined for each Zone. The LLAD 22 Zones are as follows:

Bellagio	Calabasas Country Estates	Calabasas Hills
Classic Calabasas Park	Calabasas Park Estates	Calabasas Rd. Commercial*
Clairidge	Las Villas	Oak Creek
Oak Park	The Oaks of Calabasas **	Palatino
	Vista Pointe	Westridge

\* Calabasas Rd. Commercial includes Old Town

\*\*The Oaks of Calabasas Zone is comprised of The Oaks of Calabasas and The Estates of The Oaks of Calabasas HOAs.

A complete landscape maintenance service level was developed for each Zone to determine the Zone's aggregate LLAD 22 assessment levy and detail the Special Benefit each Zone receives from the District.

The aggregate LLAD 22 assessment levy for each Zone includes costs associated with maintaining improvements that specially benefit the given Zone. Many of the costs are for local landscape improvements that can be accessed only by member homeowner association parcel owners, their tenants, or guests. In virtually all cases, the improvements were part of a condition of development and the assessed properties are responsible for the ongoing landscape maintenance.

### **PARCEL CLASSIFICATION**

These costs are apportioned to each parcel within each Zone based on the Special Benefit associated with the type of land use. The benefit relationship between land uses is based on the assignment of vehicle trip generation factors. Trip rates are used as a measure of benefit because they are a representative land use comparison factor for the type of improvements being funded, namely street landscape, slopes, common areas, parks, and open space. From the traffic generation factors Assessment Units are calculated. The Assessment Unit for each land use is computed based on its traffic generation compared to the traffic generated by a single-family residence.

*Single Family Residence* parcels in the City of Calabasas generate an average of 10 trips per day. A parcel is classified as a Single Family Residential use upon recordation of a subdivision map for houses or condominiums. The Single Family Residences are assigned the base Assessment Unit of 1 and are used as the basis of comparison for all other land uses in the District.

At this time, there are no *Multiple Family Residential* parcels (apartments) in the District. If at a later date, any parcel in the District comes under this land use, it would be assessed to reflect the available data that indicates Multiple Family Residential. Parcels in the City of Calabasas generate an average of 6 trips per day, or 0.6 Assessment Unit per unit. Therefore, the Assessment Units assigned to a multiple family parcel would be the product of the number of dwelling units on a parcel and 0.6 Assessment Units per unit. For instance, a 20-unit apartment house would be assigned  $20 \times 0.6 = 12$  Assessment Units.

*Residential Vacant* (unsubdivided but buildable) property receives a Special Benefit from the improvements as a result of the increased desirability of a parcel that is located in an area with landscape and park amenities. In addition, vacant parcels specially benefit from the availability of a landscape program and access to the City's landscape manager.

*Commercial* property within the City of Calabasas generates on average 40 trips per day. Therefore, the Assessment Units assigned to a commercial property is 4.0 Assessment Units per acre. At this time, all commercial properties in the District are within the Calabasas Road/ Old Town Commercial Zone, which also encompasses the Old Town Master Plan area. The commercial properties in the Calabasas Road/ Old Town Commercial Zone receive benefit from Calabasas Road maintenance. The cost for these specific improvements will be distributed to the properties within the Zone based on each parcel's land area (acreage).

*Public Agency* parcels within the District that have people working on the premises and have parkway landscape maintained by the District, benefit from the landscape improvements to their parkway maintenance, as do other similar parcels. The only Public Agency parcels subject to the assessment are the Civic Center and the Tennis and Swim Center. For purposes of the assessment, these parcels are considered part of the Calabasas Road Commercial/Old Town Master Plan Zone. Therefore, the Civic Center and the Tennis and Swim center will receive the same per acre charge as the Commercial properties in the Calabasas Road Commercial/Old Town Master Plan Zone.

*Homeowner's Association and Common Area* parcels within the District are not assessed. These parcels include large park parcels, small sliver parcels, and parking lot parcels that cannot be developed. These



'unbuildable' properties do not receive a special benefit from the District's improvements and are not assessed. In many cases, the common area parcels provide the same use and function that the District funded improvements provide. In addition, the property owners paying the Homeowner's Association bill are already paying for the District's funded improvements by their parcel's assessment. The common area property is incidental to the primary residential parcels. Therefore, the assessment will go directly to the source and assess the properties that benefit from the Zone's improvements and maintenance.

**FORMULA OF ASSESSMENT**

The District budget requirements for the special benefit improvement costs have been assembled in order to determine the aggregate levy of assessment for Landscape Lighting Act District No. 22 (1972 Act) by Zone. The total aggregate levy for each LLAD 22 Zone is divided by the number of assessment units to determine the assessment amount per unit. The assessment amount per unit is multiplied by the number of assessment units assigned to the parcel to determine each parcel's assessment. See Exhibit A for the Landscape Lighting Act District No. 22 (1972 Act) Assessments by Zone.

For example, a Zone that only has single-family residence parcels is assigned 1 assessment unit per parcel, and the assessment per parcel is calculated as follows:

$$\frac{\text{Zone Total Levy Amount}}{\text{Zone Total Assessment Units (Parcels)}} = \text{Assessment Amount per Unit (Parcel)}$$

**LANDSCAPE LIGHTING ACT DISTRICT NO. 24 (1972 ACT DISTRICT)  
(MALIBU LOST HILLS)**

**METHOD OF APPORTIONMENT OF ASSESSMENTS**

For the Fiscal Year 2014-15, the assessments in Landscape Lighting Act District No. 24 (LLAD 24) will be levied at the same rate as in Fiscal Year 2013-14 plus a 1.08% CPI annual inflation adjustment.

**IMPROVEMENTS**

LLAD 24 provides maintenance of landscape within street right-of-way and open space areas. The open space areas include slopes and creek banks. Maintenance of landscape on streets within right-of-way includes parkways, center medians, adjacent turf areas, trees, and annual weed abatement/brush clearance for fuel reduction/fire safety.

Roadways with landscape in the public right-of-way includes landscaped center medians, trees, and adjacent turf areas that are conditions of development and are maintained by the District to soften and mitigate the impacts of traffic on the residential tracts within the District. The landscape improvements are located on the residential roadway serving the Malibu Lost Hills community, including Lost Hills Road south of Malibu Hills Road to Las Virgenes Road, Calabasas Hills Road, Meadow Creek Lane, portions of Las Virgenes Road, and designated slope areas along Las Virgenes Creek.

LLAD 24 provides funding for the installation, maintenance, operation, and administration of the following landscape improvements:

“Improvement” means one or any combination of the following:

- The installation or planting of landscape;
- The installation of trees;
- The installation or construction of statuary, fountains, or other ornamental structures;
- The installation or construction, of public lighting facilities (*by City policy limited to lighting of parkland and major landscaping*);
- The installation or construction of facilities which are appurtenant to any of the foregoing or which are necessary or convenient for the maintenance and servicing thereof, including, but not limited to grading, clearing, removal of debris, the installation or construction of curbs, gutters, sidewalks, walls, or paving, or water, irrigation, drainage or electrical facilities;
- The installation of park or recreational improvements;
- The maintenance or servicing, or both, of any of the foregoing;
- The acquisition of land for park, recreational, or open space purposes;
- The acquisition of any existing improvement otherwise authorized pursuant to section 22525 of the Streets and Highways Code.

“Maintenance” means the furnishing of services and materials for the ordinary and usual maintenance, operation, and servicing of any improvement, including:

- Providing for the life, growth, health, and beauty of landscaping, including cultivation, irrigation, trimming, spraying, fertilizing, or treating for plant disease or injury;
- Repair, removal or replacement of all or any part of any improvement;
- The removal of weeds, trimmings, rubbish, debris, and other solid waste from landscape or hardscape;
- Cleaning and sandblasting to remove or cover graffiti;

- Exterior inspection and cleaning only of drainage structures; not interior inspection, repair or replacement;
- Annual weed abatement/brush clearance for fuel reduction/fire safety;
- Landscape rodent and pest control;
- Trimming or removal of trees.

“Servicing” means the furnishing of:

- Water for the irrigation of any landscape, the operation of any fountains or the maintenance of any other improvements;
- Electrical to power irrigation systems, fountains, and landscape lighting.

### **METHODOLOGY**

The following methodology described pertains to the Landscape Lighting Act District No. 24 (1972 Act) herein referred to in this section as LLAD 24. The landscape services provided to all properties within the district boundary have been reviewed to identify the General Benefit and Special Benefit conferred to each parcel.

### **GENERAL/SPECIAL BENEFIT**

The local landscape improvements provide special benefits to the properties within those developments, and have no benefit to the public at large, to individuals rather than property, or to properties located outside of the district. The maintenance of landscape improvements within street right-of-way and open space located within the District are of direct and special benefit to the assessed properties. Consequently, 100% of these costs are allocated to special benefit, and the special benefits associated with the landscaped improvements include:

- The aesthetic desirability of parcels within the District is specifically enhanced by the presence of well-maintained open space, greenbelts, street medians, and frontage landscaping.
- Public rights-of-way with landscaped center medians, trees, and adjacent turf areas maintained by the District provide noise abatement and visual barrier to mitigate the negative impact of streets upon nearby parcels within the District.
- The special benefits derived from the maintenance of these landscape improvements provide environmental enhancement to nearby parcels through erosion control, dust and debris control, and weed abatement for safety.
- Additional special benefits of landscape maintenance are described earlier in this Report.

Other residential areas of the City that are not included in an assessment district receive a minimal standard of City-funded landscape maintenance. The standard City landscaping for streets includes minimal median and parkway landscape. The City policy, therefore, is to have homeowner associations or landscaping and lighting districts fund certain landscaping maintenance, enhancements, and servicing. As a result, there is no general benefit from the funded improvements.

### **FORMULA OF ASSESSMENT**

In order for the methodology to be in compliance with Articles XIII C and XIII D enacted by Proposition 218, in 1997-98 a thorough study of the landscape provided to each Zone within the District was performed. Specific usage and services were identified by zones of benefit to determine the level of benefit received by each Zone within the District. The District was divided into naturally bounded communities, usually by tracts, but sometimes by street boundaries, and within each community, there is a single residential land use. The Zones located within the District are as follows:



Archstone Calabasas	Deer Springs	El Encanto	Lone Oak
Mira Monte	Saratoga Hills	Saratoga Ranch	Steeplechase

*Residential Parcels* within the District all receive direct and special benefit. All of the parcels in this District are residential and each parcel is assigned 1 Assessment Unit per parcel.

*Public Agency* parcels within the District that have people working on the premises and have parkway landscape maintained by the District that benefit from the landscape improvements to their parkway maintenance, similar to other parcels. However, at this time, there are no Public Agency parcels in LLAD 24.

*Homeowner's Association and Common Area* parcels within the District are not assessed. These parcels include large park parcels, small sliver parcels, and parking lot parcels that cannot be developed. These 'unbuildable' parcels do not receive a special benefit from the District's improvements and are not assessed. In many cases, the common area parcels provide the same use and function that the District funded improvements provide. In addition, the parcel owners paying the Homeowner's Association bill are already paying for the District's funded improvements by their parcel's assessment. The common area property is incidental to the primary residential parcels. Therefore, the assessment will go directly to the source and assess the properties that benefit from the Zone's improvements and maintenance.

The assessment per assessment unit is determined by dividing the total aggregate levy by Zone by the number of assessment units in the Zone. The assessment per parcel is determined by multiplying the assessment per assessment unit by the number of units assigned to the parcel. See Exhibit B for the Landscape Lighting Act District No. 24 (1972 Act) Assessments by Zone.

For example, a Zone that only has residential parcels is assigned 1 assessment unit per parcel, and the assessment per parcel is calculated as follows:

$$\frac{\text{Zone Total Levy Amount}}{\text{Zone Total Assessment Units (Parcels)}} = \text{Assessment Amount per Unit (Parcel)}$$

**LANDSCAPE LIGHTING ACT DISTRICT NO. 27 (1972 ACT DISTRICT)  
(LAS VIRGENES)**

**METHOD OF APPORTIONMENT OF ASSESSMENTS**

For Fiscal Year 2014-15, the assessments in Landscape Lighting Act District No. 27 (LLAD 27) will be levied at the same rate as in Fiscal Year 2013-14 plus a 1.08% CPI annual inflation adjustment.

**IMPROVEMENTS**

LLAD 27 provides maintenance of landscape within street right-of-way. Maintenance of landscape on streets within right-of-way includes parkway, center medians, and street trees.

The area of landscape improvements are: On Las Virgenes Road, the east sidewalk and center medians beginning at 3560 Las Virgenes Road and continuing north to Thousand Oaks Blvd.; on Las Virgenes Road north of Thousand Oaks Blvd., the east sidewalk area north to the end of Las Virgenes Rd.; at the northwest corner of Thousand Oaks Blvd. and Ruthwood Drive the public right-of-way area located immediately behind the sidewalk; on the south side of Thousand Oaks Blvd., the sidewalk area from Las Virgenes Road to the flood control channel; and the sidewalk area on the north side of Thousand Oaks Blvd. from Las Virgenes Road to Ruthwood Drive.

LLAD 27 provides for the installation, maintenance, operation, and administration of the following landscape improvements:

“Improvement” means one or any combination of the following:

- The installation or planting of landscape;
- The installation of trees;
- The installation or construction of statuary, fountains, or other ornamental structures;
- The installation or construction, of public lighting facilities (*by City policy limited to lighting of parkland and major landscaping*);
- The installation or construction of facilities which are appurtenant to any of the foregoing or which are necessary or convenient for the maintenance and servicing thereof, including, but not limited to grading, clearing, removal of debris, the installation or construction of curbs, gutters, sidewalks, walls, or paving, or water, irrigation, drainage or electrical facilities;
- The maintenance or servicing, or both, of any of the foregoing;
- The acquisition of any existing improvement otherwise authorized pursuant to section 22525 of the Streets and Highways Code.

“Maintenance” means the furnishing of services and materials for the ordinary and usual maintenance, operation, and servicing of any improvement, including:

- Repair, removal or replacement of all or any part of any improvement;
- The removal of weeds, trimmings, rubbish, debris, and other solid waste from landscape or hardscape;
- Cleaning and sandblasting to remove or cover graffiti;
- Landscape rodent and pest control;
- Providing for the life, growth, health, and beauty of landscaping, including cultivation, irrigation, trimming, spraying, fertilizing, or treating for plant disease or injury;
- Trimming or removal of trees.

“Servicing” means the furnishing of:

- Water for the irrigation of any landscaping, the operation of any fountains or the maintenance of any other improvements;
- Electrical to power irrigation systems, fountains, and landscape lighting.

#### **METHODOLOGY**

The following methodology described pertains to Landscape Lighting Act District No. 27 (1972 Act) herein referred to in this section as LLAD 27.

#### **GENERAL BENEFIT/SPECIAL BENEFIT**

The local landscape improvements provide special benefits to the properties within those developments, and have no benefit to the public at large, to individuals rather than property, or to properties located outside of the district. The landscape improvements within the street right-of-way located within the District are of direct and special benefit to the assessed properties. Consequently, 100% of these costs are allocated to special benefit. The special benefits of landscape maintenance are described earlier in this Report.

Other residential areas of the City that are not included in an assessment district receive a minimal standard of City-funded landscape maintenance. The standard City performed landscape for arterial streets in the City includes minimal median and parkway landscape maintenance. The City policy, therefore, is to have fronting property in the District fund the enhanced landscape maintenance, operation, and servicing of arterial streets. The parcels in the District are funding only the cost of their frontage landscape maintenance. As a result, there is no General Benefit from the funded improvements.

#### **FORMULA OF ASSESSMENT**

In order for the methodology to be in compliance with Articles XIII C and XIII D enacted by Proposition 218, in 1997-98 a thorough study of the landscape provided to zones of benefit within the District was performed. Specific usage and services were identified for each Zone to determine the level of benefit received by each Zone within LLAD 27. The District was divided into naturally bounded neighborhoods, usually by tracts, but sometimes by street boundaries, and within each neighborhood there is a single land use, and each parcel is assigned 1 assessment unit. The Zones are as follows:

Casden Malibu Canyon LP  
Las Virgenes Park  
Las Virgenes Village

*Public Agency* parcels within the District that have people working on the premises and have parkway landscape maintained by the District that benefit from the landscape improvements to their parkway maintenance, similar to other parcels. There are no Public Agency parcels in LLAD 27 at this time.

*Homeowner's Association and Common Area* parcels within the District that are not assessed. These parcels include large park parcels, small sliver parcels, and parking lot parcels that cannot be developed. These ‘unbuildable’ parcels do not receive a special benefit from the District’s improvements and are not assessed. In many cases, the common area parcels provide the same use and function that the District funded improvements provide. In addition, the parcel owners paying the Homeowner's Association bill are already paying for the District’s funded improvements by their parcel’s assessment. The common area parcel is incidental to the primary residential parcels.



Therefore, the assessment will go directly to the source and assess the parcels that benefit from the Zone's improvements and maintenance.

The assessment per assessment unit is determined by dividing the total aggregate levy by Zone by the number of assessment units in the Zone. The assessment per parcel is determined by multiplying the assessment per assessment unit by the number of units assigned to the parcel. See Exhibit C for the Landscape Lighting Act District No. 27 (1972 Act) Assessments by Zone.

For example, a Zone that only has single family residence parcels is assigned 1 assessment unit per parcel, and the assessment per parcel is calculated as follows:

$$\frac{\text{Zone Total Levy Amount}}{\text{Zone Total Assessment Units (Parcels)}} = \text{Assessment Amount per Unit (Parcel)}$$

**CITY OF CALABASAS  
LANDSCAPE LIGHTING ACT DISTRICT NO. 32 (1972 ACT DISTRICT)  
(AGOURA ROAD / LOST HILLS ROAD COMMERCIAL DISTRICT)**

**METHOD OF APPORTIONMENT OF ASSESSMENTS**

For the Fiscal Year 2014-15, the assessments in Landscape Lighting Act District No. 32 (LLAD 32) will be levied at the same rate as in Fiscal Year 2013-14 plus a 1.08% annual CPI inflation adjustment.

**IMPROVEMENTS**

LLAD 32 provides maintenance of landscape within street right-of-way. Maintenance of landscape of street medians and street trees.

The landscape improvements maintained by the District are located on the major streets serving the Lost Hills Commercial Area, including Agoura Road from the west side of Malibu Hills Road to the eastern boundary of 26750 Agoura Road, Malibu Hills Road, Shadow Hills Road, and the portion of Lost Hills Road from Interstate 101 to the south side of Malibu Hills Road.

LLAD 32 provides for funding for the installation, maintenance, operation, and administration of the following landscape improvements:

“Improvement” means one or any combination of the following:

- The installation or planting of landscape;
- The installation of trees;
- The installation or construction, of public lighting facilities (*by City policy limited to lighting of parkland and major landscaping*);
- The installation or construction of facilities which are appurtenant to any of the foregoing or which are necessary or convenient for the maintenance and servicing thereof, including, but not limited to grading, clearing, removal of debris, the installation or construction of curbs, gutters, sidewalks, walls, or paving, or water, irrigation, drainage or electrical facilities;
- The maintenance or servicing, or both, of any of the foregoing;
- The acquisition of any existing improvement otherwise authorized pursuant to section 22525 of the Streets and Highways Code.

“Maintenance” means the furnishing of services and materials for the ordinary and usual maintenance, operation, and servicing of any improvement, including:

- Repair, removal or replacement of all or any part of any improvement;
- The removal of weeds, trimmings, rubbish, debris, and other solid waste from landscape or hardscape,
- Cleaning and sandblasting to remove or cover graffiti;
- Landscape rodent and pest control;
- Providing for the life, growth, health, and beauty of landscaping, including cultivation irrigation, irrigation, trimming, spraying, fertilizing, or treating for plant disease or injury;
- Trimming or removal of trees.

“Servicing” means the furnishing of:

- Water for the irrigation of any landscaping, the operation of any fountains or the maintenance of any other improvements;
- Electrical to power irrigation systems, fountains, and landscape lighting.

### **METHODOLOGY**

The following methodology described pertains to the Landscape Lighting Act District No. 32 (1972 Act) herein referred to in this section as LLAD 32.

### **GENERAL BENEFIT/SPECIAL BENEFIT**

The local landscape improvements provide special benefits to the properties within those developments, and have no benefit to the public at large, to individuals rather than property, or to properties located outside of the district. The landscape improvements of the common areas located within member homeowner associations are of direct and special benefit to the assessed properties. Consequently, 100% of these costs are allocated to special benefit. The special benefits of landscape maintenance are described earlier in this Report.

### **FORMULA OF ASSESSMENT**

In order for the methodology to be in compliance with Articles XIII C and XIII D enacted by Proposition 218, in 1997-98 a thorough study of the landscape provided to the District was performed. Specific usage and services were identified to determine the level of benefit each parcel within the District receives. These costs are apportioned to each parcel based on the Special Benefit associated with the type of land use. Two land uses exist in LLAD 32: Commercial and Public Agency (a sheriff station and a community center).

Because there is basically a single land use in the District, commercial, each parcel is assigned 1 assessment unit. The assessment levy is spread equally to each parcel. The only nonconforming land use in the District is related to the Community Center, which is owned by the City of Calabasas and the City of Agoura Hills. The Community Center parcel's frontage landscape will be funded by the District, similar to the commercial properties in the District. Therefore, the Community Center benefits from the assessment and will be assessed as a parcel.

*Common Area or Easement* parcels within the District include primarily open space parcels that cannot be developed and parking lots that are considered 'unbuildable'. These parcels do not receive special benefit and will not be assessed. In many cases, the common area parcels provide the same use and function that the District funded improvements provide. Furthermore, these parcels are incidental to the primary parcels. Therefore, the assessment will go directly to the source and assess the parcels that benefit from the Districts improvements and maintenance.

The assessment per assessment unit is determined by dividing the total aggregate levy by parcel by the number of assessment units in the District. The assessment per parcel is determined by multiplying the assessment per assessment unit by the number of units assigned to the parcel. See Exhibit D for the Landscape Lighting Act District No. 32 (1972 Act) Assessments by parcel.

For example, a District that only has commercial land use parcels is assigned 1 assessment unit per parcel, and the assessment per parcel is calculated as follows:

$$\frac{\text{District Total Levy Amount}}{\text{District Total Assessment Units (Parcels)}} = \text{Assessment Amount per Unit (Parcel)}$$

**ASSESSMENT ROLL**

The proposed amounts of assessment for the Fiscal Year 2014-15 Landscape Lighting Act Districts are apportioned to each parcel as shown on the latest roll at the County of Los Angeles Assessor's office and submitted in a separate document titled "City of Calabasas Landscaping Lighting Act District Nos. 22, 24, 27 and 32 Assessment Rolls" on file with the City Clerk.

In conclusion, it is my opinion that the assessments within the City of Calabasas Landscape Lighting Act District Nos. 22, 24, 27, and 32 are apportioned by a formula that fairly distributes special benefit assessments in accordance with the special benefits that are received by each parcel.

ENGINEER'S REPORT SUBMITTED BY:



May 29, 2014

Lisa M. Penna., P.E., R.C.E. No. 59166

Date

**CITY OF CALABASAS  
LANDSCAPE AND LIGHTING DISTRICTS  
FINAL ENGINEER'S REPORT  
FISCAL YEAR 2014-15**

**ANNEXATIONS AND DETACHMENTS**

Annexation of territory to an existing assessment district is provided by the 1972 Act, commencing with Section 22605. The 1972 Act further provides that an assessment district may consist of contiguous or non-contiguous areas. Annexation proceedings are limited to the territory proposed to be annexed. The history of annexations and detachments are listed as follows:

**LLAD 22 (1972 ACT DISTRICT)**

For 2002-03 fiscal year, fifteen (15) parcels located in the City of Calabasas were annexed into the Commercial Area, Calabasas Road. The Assessor Parcel Numbers are as follows:

2068-002-023	2069-009-021	2069-009-900
2068-002-035	2069-009-027	2069-032-025
2069-009-008	2069-009-029	2069-032-027
2069-009-012	2069-009-030	2069-032-900
2069-009-020	2069-009-031	2069-032-901

For 2009-10 fiscal year, Zone 15, Park Sorrento Condominium HOA was detached from LLAD 22.

For 2011-12 fiscal year, Zone 18, Calabasas Ridge HOA was detached from LLAD 22.

**LLAD 24 (1972 ACT DISTRICT)**

For 2000-01 fiscal year, Mira Monte (Tract No. 52150) (Assessor's Parcel No. 2064-004-91 and its successor parcels) was annexed into LLAD 24.

For 2000-01 fiscal year, Zone, Calabasas View HOA, was detached from LLAD 24.

For 2002-03 fiscal year, two hundred seventy (270) parcels in Saratoga Ranch and Saratoga Hills HOAs were annexed into LLAD 24.

**LLAD 27 (1972 ACT DISTRICT)**

No annexations or detachments to date.

**LLAD 32 (1972 ACT DISTRICT)**

For 2000-01 fiscal year, Mira Monte (Tract No. 52150) (Assessor's Parcel No. 2064-004-91 and its successor parcels) was detached from LLAD 32 and annexed into LLAD 24.

**EXHIBITS A, B, C, D, & E**

**LANDSCAPE LIGHTING ACT DISTRICTS (1972 ACT DISTRICTS)**

**MAINTENANCE COSTS AND ASSESSMENTS BY ZONES**

**EXHIBIT A**  
**City of Calabasas LLAD 22**  
**Maintenance Costs and Assessment by Zone**

<b>ZONE</b>	<b>FY 14-15 Maintenance Costs &amp; Benefit Assessment</b>	<b>Land Use</b>	<b>No. of Parcels</b>	<b>No. of Acres</b>	<b>FY 12-13 Asmt Rate (2.67% CPI Increase)</b>	<b>FY 13-14 Asmt Rate (2.03% CPI Increase)</b>	<b>FY 14-15 Asmt Rate (1.08% CPI Increase)</b>	<b>Proposed FY 14-15 Prop 218 Asmt Increase</b>	<b>Per Parcel/ Acre</b>
Bellagio	\$ 145,915.20	SFR	160		\$ 884.27	\$ 902.22	\$ 911.97		Parcel
Calabasas Country Estates	\$ 60,061.36	SFR	37		\$ 1,573.98	\$ 1,605.93	\$ 1,623.28		Parcel
Calabasas Hills	\$ 359,444.40	SFR	490		\$ 711.28	\$ 725.72	\$ 733.56		Parcel
Classic Calabasas Park	\$ 351,798.96	SFR	458		\$ 744.79	\$ 759.91	\$ 768.12	\$ 795.00	Parcel
Calabasas Park Estates	\$ 420,448.25	SFR	425		\$ 872.04	\$ 978.71	\$ 989.29		Parcel
Calabasas Rd Comm / Old Town	\$ 39,107.51	Commercial	66	118	\$ 300.76	\$ 306.87	\$ 310.19		Acre
Clairidge	\$ 128,879.38	SFR	34		\$ 3,675.45	\$ 3,750.06	\$ 3,790.57		Parcel
Las Villas	\$ 112,761.22	SFR	89		\$ 1,228.50	\$ 1,253.44	\$ 1,266.98		Parcel
Oak Creek	\$ 7,608.35	Condo	17		\$ 433.95	\$ 442.76	\$ 447.55		Parcel
Oak Park	\$ 172,592.00	Condo	268		\$ 624.43	\$ 637.11	\$ 644.00		Parcel
Palatino	\$ 88,027.20	SFR	120		\$ 711.28	\$ 725.72	\$ 733.56		Parcel
The Oaks of Calabasas	\$ 409,326.48	SFR	558		\$ 711.28	\$ 725.72	\$ 733.56		Parcel
Vista Pointe	\$ 293,235.39	SFR	189		\$ 1,504.39	\$ 1,534.93	\$ 1,551.51	\$ 1,671.51	Parcel
Westridge	\$ 175,114.71	SFR	111		\$ 1,529.70	\$ 1,560.75	\$ 1,577.61		Parcel
<b>TOTAL</b>	<b>\$ 2,764,320.41</b>		<b>3,022</b>	<b>118</b>					

Detailed LLAD Operation and Maintenance Landscaping Services budgets are on file at the City.

**EXHIBIT B**  
**City of Calabasas LLAD 24**  
**Maintenance Costs and Assessment by Zone**

<b>ZONE</b>	<b>FY 14-15 Maintenance Costs &amp; Benefit Assessment</b>	<b>Land Use</b>	<b>No. of Parcels</b>	<b>Dwelling Units</b>	<b>FY 12-13 Asmt Rate Per Dwelling Units (2.67% CPI increase)</b>	<b>FY 13-14 Asmt Rate Per Dwelling Units (2.03% CPI increase)</b>	<b>FY 14-15 Asmt Rate Per Dwelling Units (1.08% CPI increase)</b>
Deer Springs	\$ 41,498.87	Residential	301	301	\$ 133.68	\$ 136.39	\$ 137.87
Steeplechase	\$ 33,088.80	Residential	240	240	\$ 133.68	\$ 136.39	\$ 137.87
El Encanto	\$ 5,928.41	Residential	43	43	\$ 133.68	\$ 136.39	\$ 137.87
Archstone Calabasas	\$ 82,722.00	Residential	2	600	\$ 133.68	\$ 136.39	\$ 137.87
Lone Oak	\$ 6,617.76	Residential	48	48	\$ 133.68	\$ 136.39	\$ 137.87
Mira Monte (Tract 52150)	\$ 4,687.58	Residential	34	34	\$ 133.68	\$ 136.39	\$ 137.87
<b>District 24 Subtotal</b>	<b>\$ 174,543.42</b>		<b>668</b>	<b>1,266</b>			
Saratoga Ranch	\$ 2,245.67	Residential	49	49	\$ 44.44	\$ 45.34	\$ 45.83
Saratoga Hills	\$ 10,128.43	Residential	221	221	\$ 44.44	\$ 45.34	\$ 45.83
<b>Saratogas Subtotal</b>	<b>\$ 12,374.10</b>		<b>270</b>	<b>270</b>			
<b>DISTRICT TOTAL</b>	<b>\$ 186,917.52</b>		<b>938</b>	<b>1,536</b>			

Detailed LLAD Operation and Maintenance Landscaping Services budget is on file at the City.

**EXHIBIT C**  
**City of Calabasas LLAD 27**  
**Maintenance Costs and Assessment by Zone**

<b>ZONE</b>	<b>FY 14-15 Maintenance Costs &amp; Benefit Assessment</b>	<b>No. of Parcels</b>	<b>FY 12-13 Asmt Rate Per Parcel (2.67% CPI Increase)</b>	<b>FY 13-14 Asmt Rate Per Parcel (2.03% CPI Increase)</b>	<b>FY 14-15 Asmt Rate Per Parcel (1.08% CPI Increase)</b>
Casden Malibu Canyon	\$ 309.33	3	\$ 99.98	\$ 102.01	\$ 103.11
Las Virgenes Park	\$ 14,847.84	144	\$ 99.98	\$ 102.01	\$ 103.11
Las Virgenes Village	\$ 16,703.82	162	\$ 99.98	\$ 102.01	\$ 103.11
<b>TOTAL</b>	<b>\$ 31,860.99</b>	<b>309</b>			

Detailed LLAD Operation and Maintenance Landscaping Services budget is on file at the City.

**EXHIBIT D**  
**City of Calabasas LLAD 32**  
**Maintenance Costs and Assessment**

<b>ZONE</b>	<b>FY 14-15 Maintenance Costs and Benefit Assessment</b>	<b>Land Use</b>	<b>No. of Parcels</b>	<b>FY 12-13 Asmt Rate Per Parcel (2.67 CPI Increase)</b>	<b>FY 13-14 Asmt Rate Per Parcel (2.03% CPI Increase)</b>	<b>FY 14-15 Asmt Rate Per Parcel (1.08% CPI Increase)</b>
<b>TOTAL</b>	\$ 32,654.73	Commercial	19	\$ 1,666.48	\$ 1,700.31	\$ 1,718.67

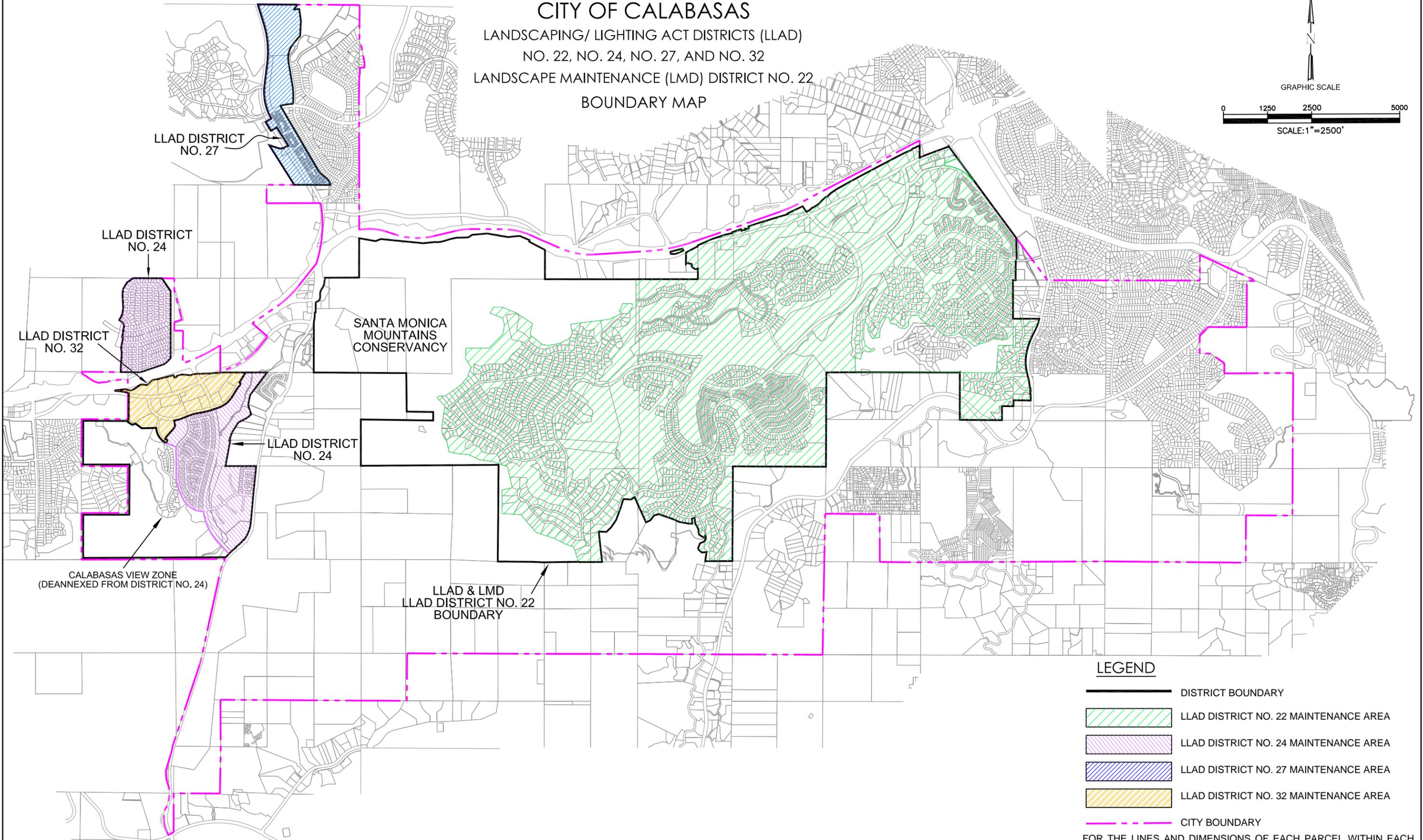
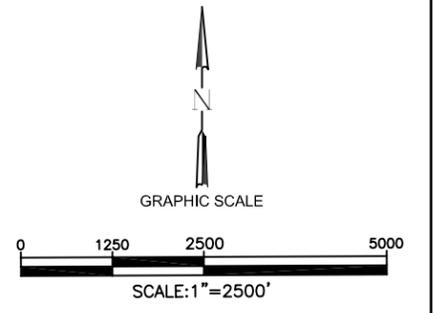
Detailed LLAD Operation and Maintenance Landscaping Services budget is on file at the City.



**EXHIBIT F**

**LANDSCAPE LIGHTING ACT DISTRICTS BOUNDARY DIAGRAM**

EXHIBIT A  
**CITY OF CALABASAS**  
 LANDSCAPING/ LIGHTING ACT DISTRICTS (LLAD)  
 NO. 22, NO. 24, NO. 27, AND NO. 32  
 LANDSCAPE MAINTENANCE (LMD) DISTRICT NO. 22  
 BOUNDARY MAP

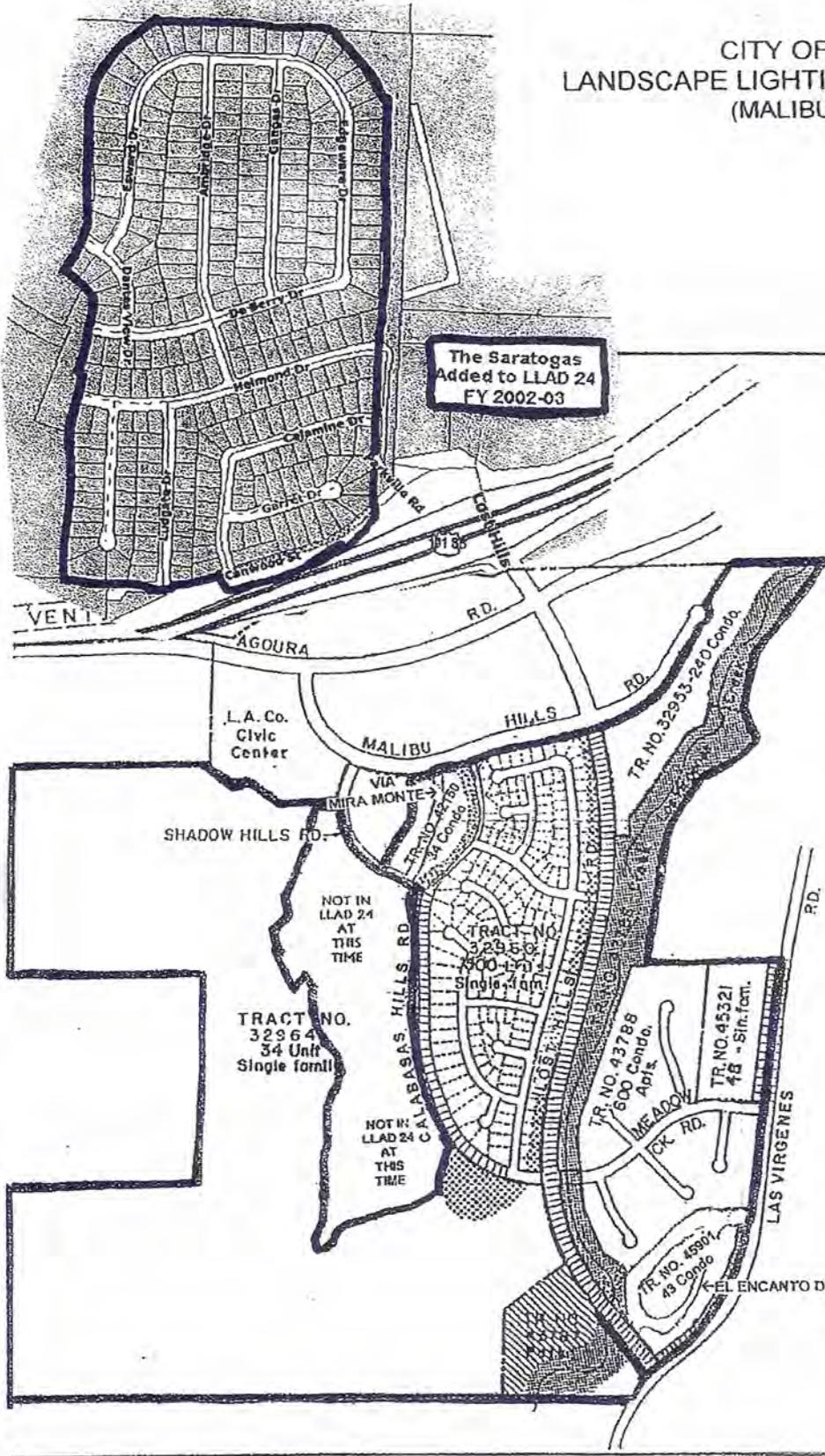


**LEGEND**

	DISTRICT BOUNDARY
	LLAD DISTRICT NO. 22 MAINTENANCE AREA
	LLAD DISTRICT NO. 24 MAINTENANCE AREA
	LLAD DISTRICT NO. 27 MAINTENANCE AREA
	LLAD DISTRICT NO. 32 MAINTENANCE AREA
	CITY BOUNDARY

FOR THE LINES AND DIMENSIONS OF EACH PARCEL WITHIN EACH DISTRICT, SEE THE LOS ANGELES COUNTY ASSESSOR'S PARCEL MAPS, WHICH IS HEREBY MADE A PART OF THIS DIAGRAM.

CITY OF CALABASAS  
 LANDSCAPE LIGHTING ACT DISTRICT NO. 24  
 (MALIBU LOST HILLS)

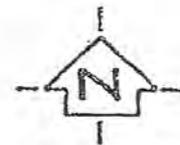


**LEGEND**

- PLANTED SLOPE: 2.53 Ac.
- CREEK AREA: 6.0 Ac.
- PARK (TURF): 8.5 Ac.
- STREET TREES & WELLS: 345
- PLANTED MEDIANS & PARKWAYS (TURF): 1.61 Ac.
- LOT BOUNDARIES
- DISTRICT BOUNDARY

**APPROXIMATE QUANTITIES**

- 5 - CONTROLLERS
- 70 - VALVES
- 1150 - HEADS



(NO SCALE)

**EXHIBIT A  
 MALIBU  
 LOST HILLS**

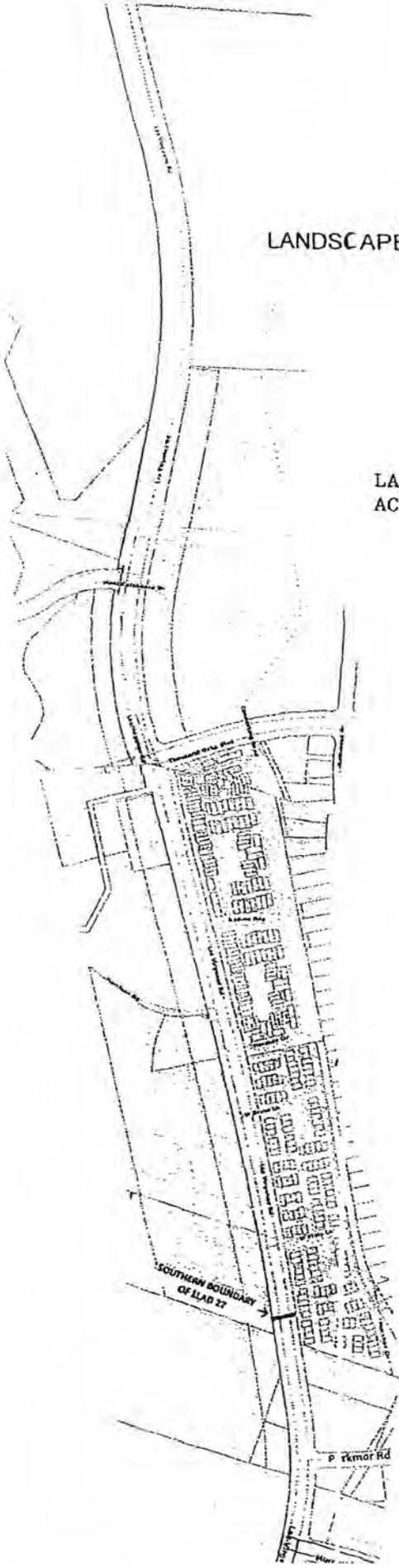
**L.L.A. DISTRICT No. 24**

**B & E ENGINEERS**  
 Civil Engineering - Surveying  
 Land Planning

878 Colorado Blvd. - Suite 212  
 Los Angeles, CA 90041 • (213) 214-6131 • (818) 509-0217

CITY OF CALABASAS  
LANDSCAPE LIGHTING ACT DISTRICT NO. 27  
(LAS VIRGENES)

LANDSCAPE LIGHTING  
ACT DISTRICT NO. 27





The nineteen parcels  
that make up Landscape  
Maintenance District 32



Encompasses Malibu Hills Rd,  
Shadow Hills Rd & portions of  
Lost Hills Rd & Agoura Rd

**CityGIS**

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# Check Register Report

Bank: BANK OF AMERICA - OPERATING  
Reporting Period: 5/21/2014 to 5/28/2014

Date: 6/3/2014  
Time: 10:31:49AM  
Page 1 of 12

Check No.	Check Date	Vendor Name	Check Description	Amount	Department
<b>Administrative Services</b>					
87763	5/21/2014	HYLAND SOFTWARE, INC.	SIRE APPLICATION	3,205.91	Administrative Services
87730	5/21/2014	ACORN NEWSPAPER	EMPLOYMENT AD- MAINT TECH	232.00	Administrative Services
<b>Total Amount for 2 Line Item(s) from Administrative Services</b>				<b>\$3,437.91</b>	
<b>City Attorney</b>					
87806	5/21/2014	ZAPPIA LAW FIRM, APC	LEGAL SERVICE	2,760.00	City Attorney
<b>Total Amount for 1 Line Item(s) from City Attorney</b>				<b>\$2,760.00</b>	
<b>City Council</b>					
87818	5/28/2014	BOZAJIAN/JAMES R.//	REIMB TRAVEL-CCCA CONFERENCE	1,307.00	City Council
87743	5/21/2014	CALABASAS HIGH SCHOOL ASB	ROOTER BUS- BASKETBALL	526.66	City Council
87743	5/21/2014	CALABASAS HIGH SCHOOL ASB	ROOTER BUS- BASKETBALL	526.66	City Council
87874	5/28/2014	WEAKLEY/ALYSSA//	SCHOLARSHIP AWARD	250.00	City Council
87860	5/28/2014	SHARF/TAMRA//	SCHOLARSHIP AWARD	250.00	City Council
87863	5/28/2014	STEIN/JENNY//	SCHOLARSHIP AWARD	250.00	City Council
87849	5/28/2014	MATSUMURA/CYNTHIA//	SCHOLARSHIP AWARD	250.00	City Council
87872	5/28/2014	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	59.12	City Council
87872	5/28/2014	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	8.38	City Council
<b>Total Amount for 9 Line Item(s) from City Council</b>				<b>\$3,427.82</b>	
<b>Civic Center O&amp;M</b>					
87862	5/28/2014	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	5,560.34	Civic Center O&M
87862	5/28/2014	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	5,132.63	Civic Center O&M
87740	5/21/2014	BEST CONTRACTING SERVICES, INC	ROOF REPAIRS	1,500.00	Civic Center O&M
87802	5/21/2014	WAXIE SANITARY SUPPLY	JANITORIAL SUPPLIES	819.25	Civic Center O&M
87802	5/21/2014	WAXIE SANITARY SUPPLY	JANITORIAL SUPPLIES	608.65	Civic Center O&M
87823	5/28/2014	CIRCULATING AIR, INC.	HVAC MAINTENANCE	558.50	Civic Center O&M
87823	5/28/2014	CIRCULATING AIR, INC.	HVAC MAINTENANCE	558.50	Civic Center O&M
87792	5/21/2014	SOUTHERN CALIFORNIA GAS CO	GAS SERVICE	557.28	Civic Center O&M
87792	5/21/2014	SOUTHERN CALIFORNIA GAS CO	GAS SERVICE	514.43	Civic Center O&M
87823	5/28/2014	CIRCULATING AIR, INC.	HVAC MAINTENANCE	423.00	Civic Center O&M
87823	5/28/2014	CIRCULATING AIR, INC.	HVAC MAINTENANCE	423.00	Civic Center O&M
87800	5/21/2014	VORTEX INDUSTRIES INC	DOOR REPAIRS - CITY HALL	340.00	Civic Center O&M





# Check Register Report

Bank: BANK OF AMERICA - OPERATING  
 Reporting Period: 5/21/2014 to 5/28/2014

Date: 6/3/2014  
 Time: 10:41:54AM  
 Page 2 of 12

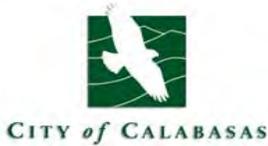
Check No.	Check Date	Vendor Name	Check Description	Amount	Department
87772	5/21/2014	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	236.99	Civic Center O&M
87772	5/21/2014	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	218.76	Civic Center O&M
87823	5/28/2014	CIRCULATING AIR, INC.	HVAC MAINTENANCE	213.00	Civic Center O&M
87823	5/28/2014	CIRCULATING AIR, INC.	HVAC MAINTENANCE	213.00	Civic Center O&M
87789	5/21/2014	SECURAL SECURITY CORP	PATROL CAR SERVICES- CIVIC CTR	212.50	Civic Center O&M
87789	5/21/2014	SECURAL SECURITY CORP	PATROL CAR SERVICES- CIVIC CTR	212.50	Civic Center O&M
<b>Total Amount for 18 Line Item(s) from Civic Center O&amp;M</b>				<b>\$18,302.33</b>	

## Community Development

87820	5/28/2014	CALABASAS CREST LTD	R.A.P.- JUN 2014	5,586.00	Community Development
87826	5/28/2014	DAPEER, ROSENBLIT & LITVAK	LEGAL SERVICES	2,363.91	Community Development
87805	5/21/2014	WILLDAN ASSOCIATES INC.	ANNEXATION SURVEY	1,546.25	Community Development
87870	5/28/2014	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- OKMIT	560.00	Community Development
87741	5/21/2014	BLAIR/JESSICA//	PC MINUTE PREPARATIONS	364.00	Community Development
87801	5/21/2014	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	247.15	Community Development
87730	5/21/2014	ACORN NEWSPAPER	LEGAL ADVERTISING	204.00	Community Development
87825	5/28/2014	CROSBY/ GEORGE//	R.A.P.- JUN 2014	190.00	Community Development
87832	5/28/2014	FLEYSHMAN/ALBERT//	R.A.P.- JUN 2014	190.00	Community Development
87850	5/28/2014	MEDVETSKY/LINA//	R.A.P.- JUN 2014	190.00	Community Development
87837	5/28/2014	HENDERSON/LYN//	R.A.P.- JUN 2014	190.00	Community Development
87859	5/28/2014	SHAHIR/RAHIM//	R.A.P.- JUN 2014	190.00	Community Development
87877	5/28/2014	YAZDINIAN/SUSAN//	R.A.P.- JUN 2014	190.00	Community Development
87851	5/28/2014	MILES/AUDREY//	R.A.P.- JUN 2014	190.00	Community Development
87872	5/28/2014	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	136.96	Community Development
87801	5/21/2014	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	119.64	Community Development
<b>Total Amount for 16 Line Item(s) from Community Development</b>				<b>\$12,457.91</b>	

## Community Services

87831	5/28/2014	FIREWORKS & STAGE FX AMERICA	DEPOSIT-JULY 4TH FIREWORKS	7,500.00	Community Services
87793	5/21/2014	SPORTS N MORE	RECREATION INSTRUCTOR	2,206.40	Community Services
87814	5/28/2014	ATMOSPHERE EVENTS & CATERING	SOCIAL EXPENSE- SENIOR EXPO	2,000.00	Community Services
87855	5/28/2014	R P BARRICADE INC	EQUIPMENT RENTAL- ARTS FEST	1,312.90	Community Services
87862	5/28/2014	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	1,148.52	Community Services
87793	5/21/2014	SPORTS N MORE	RECREATION INSTRUCTOR	836.00	Community Services
87734	5/21/2014	AMERIGAS - OXNARD	PROPANE SERVICE - CREEKSIDE	750.91	Community Services



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87793	5/21/2014	SPORTS N MORE	RECREATION INSTRUCTOR	683.03	Community Services
87783	5/21/2014	PEERLESS BUILDING MAINTENANCE	JANITORIAL SERVICES	452.50	Community Services
87789	5/21/2014	SECURAL SECURITY CORP	PATROL CAR SERVICES- GATES/GRP	420.00	Community Services
87748	5/21/2014	DEPARTMENT OF JUSTICE	STAFF FINGERPRINTING APPS	416.00	Community Services
87770	5/21/2014	L.A. COUNTY PUBLIC HEALTH SVCS	VENDOR PERMITS- SUNSETS	311.00	Community Services
87735	5/21/2014	AT&T	TELEPHONE SERVICE	245.31	Community Services
87755	5/21/2014	FELLOWS/JANI//	RECREATION INSTRUCTOR	212.80	Community Services
87766	5/21/2014	JOHNSTON/KURT//	BASKETBALL/OFFICIAL/SCORER	192.00	Community Services
87804	5/21/2014	WILL/STEPHANIE//	BASKETBALL/OFFICIAL/SCORER	192.00	Community Services
87742	5/21/2014	BLECK/TAMMY//	RECREATION INSTRUCTOR	154.70	Community Services
87790	5/21/2014	SILVA/ANDREW//	BASKETBALL/OFFICIAL/SCORER	144.00	Community Services
87801	5/21/2014	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	127.29	Community Services
87745	5/21/2014	CAYNE/STACIE//	RECREATION INSTRUCTOR	118.30	Community Services
87844	5/28/2014	LBK ART WEAR	RECREATION INSTRUCTOR	115.50	Community Services
87858	5/28/2014	SECURAL SECURITY CORP	SECURITY- FOUNDERS HALL	112.00	Community Services
87868	5/28/2014	UNITED SITE SERVICES OF CA INC	PORTABLE TOILET RENTAL	86.82	Community Services
87735	5/21/2014	AT&T	TELEPHONE SERVICE	67.39	Community Services
87735	5/21/2014	AT&T	TELEPHONE SERVICE	40.33	Community Services
87792	5/21/2014	SOUTHERN CALIFORNIA GAS CO	GAS SERVICE	36.90	Community Services
87729	5/21/2014	ACCURATE FIRST AID SERVICES	FIRST AID SUPPLIES	30.06	Community Services
87791	5/21/2014	SO CA MUNI ATHLETIC FEDERATION	CLASS INSURANCE	17.60	Community Services
87811	5/28/2014	ARROWHEAD	WATER SERVICE	7.51	Community Services
<b>Total Amount for 29 Line Item(s) from Community Services</b>				<b>\$19,937.77</b>	

## Finance

87808	5/28/2014	ADP, INC	PAYROLL PROCESSING	894.39	Finance
<b>Total Amount for 1 Line Item(s) from Finance</b>				<b>\$894.39</b>	

## Klubhouse Preschool

87783	5/21/2014	PEERLESS BUILDING MAINTENANCE	JANITORIAL SERVICES	1,012.50	Klubhouse Preschool
87801	5/21/2014	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	297.00	Klubhouse Preschool
87762	5/21/2014	HOUSE SANITARY SUPPLY, INC.	JANITORIAL SUPPLIES	197.31	Klubhouse Preschool
87735	5/21/2014	AT&T	TELEPHONE SERVICE	157.24	Klubhouse Preschool
87799	5/21/2014	VLR DAIRY SERVICES	MILK/YOGURT DELIVERY	148.88	Klubhouse Preschool
87871	5/28/2014	VLR DAIRY SERVICES	MILK/YOGURT DELIVERY	148.88	Klubhouse Preschool



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87729	5/21/2014	ACCURATE FIRST AID SERVICES	FIRST AID SUPPLIES	70.17	Klubhouse Preschool
87811	5/28/2014	ARROWHEAD	WATER SERVICE	17.53	Klubhouse Preschool
<b>Total Amount for 8 Line Item(s) from Klubhouse Preschool</b>				<b>\$2,049.51</b>	

## Library

87834	5/28/2014	GIS INFORMATION SYSTEMS, INC	SOFTWARE MAINTENANCE	8,156.89	Library
87728	5/21/2014	3M	CLOUD LICENSE	1,490.33	Library
87779	5/21/2014	OCLC, INC.	MEMBERSHIP DUES- MAY 2014	625.93	Library
87744	5/21/2014	CANON BUSINESS SOLUTIONS, INC.	COPIER SVC PROGRAM- SJN11213	452.56	Library
87803	5/21/2014	WILD WONDERS, INC.	SUMMER READING PROGRAM	450.00	Library
87785	5/21/2014	RECORDED BOOKS, LLC	E-BOOKS	441.57	Library
87786	5/21/2014	SACRE/ANTONIO//	SUMMER READING PROGRAM	400.00	Library
87773	5/21/2014	LINCOLN NATIONAL LIFE	LIFE & DISABILITY INS- JUN 14	394.98	Library
87785	5/21/2014	RECORDED BOOKS, LLC	BOOKS ON CD	338.40	Library
87801	5/21/2014	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	329.21	Library
87857	5/28/2014	RECORDED BOOKS, LLC	E-BOOKS	302.82	Library
87865	5/28/2014	TIME WARNER CABLE	CABLE MODEM- LIBRARY	290.00	Library
87750	5/21/2014	DREAMSHAPERS	SUMMER READING PROGRAM	250.00	Library
87737	5/21/2014	BAKER & TAYLOR	BOOKS-LIBRARY	236.88	Library
87838	5/28/2014	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	234.17	Library
87857	5/28/2014	RECORDED BOOKS, LLC	BOOKS ON CD	217.29	Library
87737	5/21/2014	BAKER & TAYLOR	BOOKS-LIBRARY	212.95	Library
87857	5/28/2014	RECORDED BOOKS, LLC	BOOKS ON CD	161.82	Library
87735	5/21/2014	AT&T	TELEPHONE SERVICE	150.72	Library
87838	5/28/2014	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	144.89	Library
87758	5/21/2014	GALE CENGAGE LEARNING	E-BOOKS	91.46	Library
87785	5/21/2014	RECORDED BOOKS, LLC	BOOKS ON CD	56.90	Library
87838	5/28/2014	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	48.16	Library
87857	5/28/2014	RECORDED BOOKS, LLC	BOOKS ON CD	45.34	Library
87737	5/21/2014	BAKER & TAYLOR	BOOKS-LIBRARY	39.51	Library
87775	5/21/2014	MIDWEST TAPE	DVD'S-LIBRARY	36.68	Library
87838	5/28/2014	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	34.31	Library
87775	5/21/2014	MIDWEST TAPE	DVD'S-LIBRARY	32.68	Library
87765	5/21/2014	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	27.60	Library
87775	5/21/2014	MIDWEST TAPE	DVD'S-LIBRARY	27.34	Library
87758	5/21/2014	GALE CENGAGE LEARNING	E-BOOKS	26.92	Library



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87833	5/28/2014	GALE CENGAGE LEARNING	E-BOOKS	26.92	Library
87838	5/28/2014	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	26.58	Library
87765	5/21/2014	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	25.22	Library
87737	5/21/2014	BAKER & TAYLOR	BOOKS-LIBRARY	24.17	Library
87737	5/21/2014	BAKER & TAYLOR	BOOKS-LIBRARY	23.91	Library
87838	5/28/2014	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	20.41	Library
87775	5/21/2014	MIDWEST TAPE	DVD'S-LIBRARY	20.34	Library
87737	5/21/2014	BAKER & TAYLOR	BOOKS-LIBRARY	17.93	Library
87737	5/21/2014	BAKER & TAYLOR	BOOKS-LIBRARY	17.89	Library
87838	5/28/2014	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	17.70	Library
87857	5/28/2014	RECORDED BOOKS, LLC	E-BOOKS	14.99	Library
87765	5/21/2014	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	14.29	Library
87737	5/21/2014	BAKER & TAYLOR	BOOKS-LIBRARY	14.05	Library
87737	5/21/2014	BAKER & TAYLOR	BOOKS-LIBRARY	14.05	Library
87775	5/21/2014	MIDWEST TAPE	DVD'S-LIBRARY	13.59	Library
87739	5/21/2014	BASCH SUBSCRIPTIONS INC	MAGAZINE SUBSCRIPTION	2.15	Library
87785	5/21/2014	RECORDED BOOKS, LLC	E-BOOK REBATE	-81.28	Library
<b>Total Amount for 48 Line Item(s) from Library</b>				<b>\$15,961.22</b>	

**LMD #22**

87772	5/21/2014	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	27,207.46	LMD #22
87772	5/21/2014	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	15,033.44	LMD #22
87798	5/21/2014	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	12,235.08	LMD #22
87798	5/21/2014	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	11,733.42	LMD #22
87772	5/21/2014	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	6,637.19	LMD #22
87772	5/21/2014	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	6,030.14	LMD #22
87798	5/21/2014	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	5,759.64	LMD #22
87772	5/21/2014	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	5,349.20	LMD #22
87815	5/28/2014	AZTECA LANDSCAPE	LANDSCAPE MAINTENANCE	4,778.33	LMD #22
87798	5/21/2014	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	4,735.92	LMD #22
87772	5/21/2014	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	4,701.10	LMD #22
87798	5/21/2014	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	4,480.83	LMD #22
87798	5/21/2014	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	3,911.17	LMD #22
87798	5/21/2014	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	3,758.08	LMD #22
87772	5/21/2014	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	2,916.33	LMD #22
87798	5/21/2014	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	2,873.83	LMD #22



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87772	5/21/2014	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	2,780.20	LMD #22
87796	5/21/2014	VALLEY CREST LANDSCAPE, INC.	LANDSCAPE MAINTENANCE	2,470.00	LMD #22
87796	5/21/2014	VALLEY CREST LANDSCAPE, INC.	LANDSCAPE MAINTENANCE	2,445.00	LMD #22
87798	5/21/2014	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	2,227.67	LMD #22
87796	5/21/2014	VALLEY CREST LANDSCAPE, INC.	LANDSCAPE MAINTENANCE	2,070.69	LMD #22
87815	5/28/2014	AZTECA LANDSCAPE	LANDSCAPE MAINTENANCE	1,718.75	LMD #22
87870	5/28/2014	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	1,248.98	LMD #22
87798	5/21/2014	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	1,212.15	LMD #22
87798	5/21/2014	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	1,204.40	LMD #22
87772	5/21/2014	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	1,117.81	LMD #22
87772	5/21/2014	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	954.57	LMD #22
87815	5/28/2014	AZTECA LANDSCAPE	LANDSCAPE MAINTENANCE	903.50	LMD #22
87870	5/28/2014	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	848.06	LMD #22
87870	5/28/2014	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	775.40	LMD #22
87798	5/21/2014	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	749.00	LMD #22
87796	5/21/2014	VALLEY CREST LANDSCAPE, INC.	LANDSCAPE MAINTENANCE	585.94	LMD #22
87798	5/21/2014	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	550.00	LMD #22
87870	5/28/2014	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	524.15	LMD #22
87815	5/28/2014	AZTECA LANDSCAPE	LANDSCAPE MAINTENANCE	520.00	LMD #22
87798	5/21/2014	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	424.00	LMD #22
87796	5/21/2014	VALLEY CREST LANDSCAPE, INC.	LANDSCAPE MAINTENANCE	400.00	LMD #22
87796	5/21/2014	VALLEY CREST LANDSCAPE, INC.	LANDSCAPE MAINTENANCE	400.00	LMD #22
87870	5/28/2014	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	312.61	LMD #22
87862	5/28/2014	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	271.59	LMD #22
87772	5/21/2014	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	244.91	LMD #22
87772	5/21/2014	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	240.45	LMD #22
87870	5/28/2014	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	110.02	LMD #22
87798	5/21/2014	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	90.00	LMD #22
87862	5/28/2014	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	83.07	LMD #22
87862	5/28/2014	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	74.26	LMD #22
87773	5/21/2014	LINCOLN NATIONAL LIFE	LIFE & DISABILITY INS- JUN 14	70.52	LMD #22
87862	5/28/2014	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	49.34	LMD #22
<b>Total Amount for 48 Line Item(s) from LMD #22</b>				<b>\$149,818.20</b>	

**LMD #24**

87772	5/21/2014	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	14,758.31	LMD #24
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87807	5/28/2014	ABSOLUTE	WEED ABATEMENT/DEBRIS REMOVAL	8,592.12	LMD #24
87869	5/28/2014	VANDERGEEST LANDSCAPE CARE INC	LANDSCAPE MAINTENANCE	4,753.24	LMD #24
87797	5/21/2014	VANDERGEEST LANDSCAPE CARE INC	LANDSCAPE MAINTENANCE	842.00	LMD #24
87869	5/28/2014	VANDERGEEST LANDSCAPE CARE INC	LANDSCAPE MAINTENANCE	745.00	LMD #24
87869	5/28/2014	VANDERGEEST LANDSCAPE CARE INC	LANDSCAPE MAINTENANCE	365.00	LMD #24
87773	5/21/2014	LINCOLN NATIONAL LIFE	LIFE & DISABILITY INS- JUN 14	5.04	LMD #24
<b>Total Amount for 7 Line Item(s) from LMD #24</b>				<b>\$30,060.71</b>	
<b><u>LMD #27</u></b>					
87797	5/21/2014	VANDERGEEST LANDSCAPE CARE INC	LANDSCAPE MAINTENANCE	1,750.00	LMD #27
87797	5/21/2014	VANDERGEEST LANDSCAPE CARE INC	LANDSCAPE MAINTENANCE	1,200.00	LMD #27
87869	5/28/2014	VANDERGEEST LANDSCAPE CARE INC	LANDSCAPE MAINTENANCE	1,089.14	LMD #27
87773	5/21/2014	LINCOLN NATIONAL LIFE	LIFE & DISABILITY INS- JUN 14	1.26	LMD #27
<b>Total Amount for 4 Line Item(s) from LMD #27</b>				<b>\$4,040.40</b>	
<b><u>LMD #32</u></b>					
87869	5/28/2014	VANDERGEEST LANDSCAPE CARE INC	LANDSCAPE MAINTENANCE	1,800.71	LMD #32
87772	5/21/2014	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	519.66	LMD #32
87773	5/21/2014	LINCOLN NATIONAL LIFE	LIFE & DISABILITY INS- JUN 14	1.26	LMD #32
<b>Total Amount for 3 Line Item(s) from LMD #32</b>				<b>\$2,321.63</b>	
<b><u>LMD 22 - Common Benefit Area</u></b>					
87846	5/28/2014	MARINE BIOCHEMISTS OF CA INC	LAKE MAINTENANCE	11,500.00	LMD 22 - Common Benefit Area
87821	5/28/2014	CALABASAS PARK HOMEOWNERS ASSO	ANNUAL INSURANCE REIMBURSEMENT	10,023.00	LMD 22 - Common Benefit Area
87772	5/21/2014	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	9,936.76	LMD 22 - Common Benefit Area
87798	5/21/2014	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	9,361.25	LMD 22 - Common Benefit Area
87798	5/21/2014	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	6,292.67	LMD 22 - Common Benefit Area
87798	5/21/2014	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	5,552.17	LMD 22 - Common Benefit Area
87772	5/21/2014	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	4,282.23	LMD 22 - Common Benefit Area
87870	5/28/2014	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	3,351.13	LMD 22 - Common Benefit Area
87798	5/21/2014	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	3,350.10	LMD 22 - Common Benefit Area
87798	5/21/2014	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	3,007.32	LMD 22 - Common Benefit Area
87798	5/21/2014	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	2,355.39	LMD 22 - Common Benefit Area
87798	5/21/2014	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	1,821.98	LMD 22 - Common Benefit Area



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87862	5/28/2014	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	1,702.44	LMD 22 - Common Benefit Area
87798	5/21/2014	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	1,484.80	LMD 22 - Common Benefit Area
87798	5/21/2014	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	1,358.68	LMD 22 - Common Benefit Area
87870	5/28/2014	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	843.35	LMD 22 - Common Benefit Area
87798	5/21/2014	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	677.45	LMD 22 - Common Benefit Area
87798	5/21/2014	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	645.00	LMD 22 - Common Benefit Area
87772	5/21/2014	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	545.95	LMD 22 - Common Benefit Area
87870	5/28/2014	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	413.19	LMD 22 - Common Benefit Area
87840	5/28/2014	JORDAN GILBERT & BAIN	ARCHITECTURAL SERVICES	356.99	LMD 22 - Common Benefit Area
87870	5/28/2014	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	296.07	LMD 22 - Common Benefit Area
87870	5/28/2014	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	295.56	LMD 22 - Common Benefit Area
87798	5/21/2014	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	265.00	LMD 22 - Common Benefit Area
87870	5/28/2014	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	208.81	LMD 22 - Common Benefit Area
87870	5/28/2014	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	202.34	LMD 22 - Common Benefit Area
87862	5/28/2014	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	186.80	LMD 22 - Common Benefit Area
87870	5/28/2014	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	163.16	LMD 22 - Common Benefit Area
87773	5/21/2014	LINCOLN NATIONAL LIFE	LIFE & DISABILITY INS- JUN 14	47.85	LMD 22 - Common Benefit Area
<b>Total Amount for 29 Line Item(s) from LMD 22 - Common Benefit Area</b>				<b>\$80,527.44</b>	

## Media Operations

87747	5/21/2014	CLIENTFIRST CONSULTING GRP LLC	IT CONSULTING SERVICES	2,750.00	Media Operations
87749	5/21/2014	DOERSCHEL/DARREN P.//	CONSULTANT SERVICES	850.00	Media Operations
87835	5/28/2014	GRANICUS INC.	WEB ARCHIVING SERVICE	750.00	Media Operations
87841	5/28/2014	KEY INFORMATION SYSTEMS, INC.	T-1 LINE MONTHLY FEE	484.53	Media Operations
87795	5/21/2014	TIME WARNER CABLE	CABLE MODEM- CITY HALL	414.44	Media Operations
87767	5/21/2014	JONES/CASSANDRA//	CTV INTERPRETER	180.00	Media Operations
87813	5/28/2014	AT&T MOBILITY	TELEPHONE SERVICE	45.46	Media Operations
<b>Total Amount for 7 Line Item(s) from Media Operations</b>				<b>\$5,474.43</b>	

## Non-Departmental

87822	5/28/2014	CALIFORNIA JPJA	LIABILITY CLAIM 9/11/10	80,522.50	Non-Departmental
87753	5/21/2014	EMPLOYMENT DEVELOPMENT	UNEMPLOYMENT INSURANCE	7,165.00	Non-Departmental
87789	5/21/2014	SECURAL SECURITY CORP	PARKING ENFORCEMENT	2,775.00	Non-Departmental
87784	5/21/2014	PMC	HOUSING REHAB SERVICES	1,448.75	Non-Departmental
87744	5/21/2014	CANON BUSINESS SOLUTIONS, INC.	COPIER SVC PROGRAM- GQM11196	463.47	Non-Departmental



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87754	5/21/2014	FEDERAL EXPRESS CORP.	COURIER SERVICE	18.03	Non-Departmental
<b>Total Amount for 6 Line Item(s) from Non-Departmental</b>				<b>\$92,392.75</b>	
<b><u>Payroll</u></b>					
87773	5/21/2014	LINCOLN NATIONAL LIFE	LIFE & DISABILITY INS- JUN 14	4,578.58	Payroll
<b>Total Amount for 1 Line Item(s) from Payroll</b>				<b>\$4,578.58</b>	
<b><u>Police / Fire / Safety</u></b>					
87769	5/21/2014	L.A. CO. SHERIFF'S DEPT.	SHERIFF SVCS- APR 2014	334,670.12	Police / Fire / Safety
87769	5/21/2014	L.A. CO. SHERIFF'S DEPT.	SHERIFF SVCS- APR 2014	15,104.67	Police / Fire / Safety
87769	5/21/2014	L.A. CO. SHERIFF'S DEPT.	SHERIFF SVCS- STAR PROGRAM	4,227.94	Police / Fire / Safety
87768	5/21/2014	L.A. CO. DEPT. OF ANIMAL CARE	ANIMAL HOUSING SVCS- APR 2014	3,204.05	Police / Fire / Safety
87769	5/21/2014	L.A. CO. SHERIFF'S DEPT.	SHERIFF SVCS- VIEWPOINT	1,887.13	Police / Fire / Safety
87769	5/21/2014	L.A. CO. SHERIFF'S DEPT.	SHERIFF SVCS- THE OAKS	1,671.61	Police / Fire / Safety
87769	5/21/2014	L.A. CO. SHERIFF'S DEPT.	SHERIFF SVCS- PARK EST	911.79	Police / Fire / Safety
87769	5/21/2014	L.A. CO. SHERIFF'S DEPT.	SHERIFF SVCS- FINGERPRINT	70.06	Police / Fire / Safety
<b>Total Amount for 8 Line Item(s) from Police / Fire / Safety</b>				<b>\$361,747.37</b>	
<b><u>Public Works</u></b>					
87807	5/28/2014	ABSOLUTE	WEED ABATEMENT/DEBRIS REMOVAL	18,928.24	Public Works
87870	5/28/2014	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- PARKS	15,388.94	Public Works
87853	5/28/2014	NEWBURY PARK TREE SERVICE INC	TREE TRIMMING/REMOVAL SVCS	15,185.00	Public Works
87853	5/28/2014	NEWBURY PARK TREE SERVICE INC	TREE TRIMMING/REMOVAL SVCS	12,890.00	Public Works
87807	5/28/2014	ABSOLUTE	WEED ABATEMENT/DEBRIS REMOVAL	12,028.44	Public Works
87772	5/21/2014	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	7,446.30	Public Works
87869	5/28/2014	VANDERGEEST LANDSCAPE CARE INC	LANDSCAPE MAINTENANCE	7,307.96	Public Works
87746	5/21/2014	CLEANSTREET INC	MONTHLY SVC - STREET SWEEPING	6,678.21	Public Works
87772	5/21/2014	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	5,163.86	Public Works
87807	5/28/2014	ABSOLUTE	WEED ABATEMENT/DEBRIS REMOVAL	4,029.03	Public Works
87843	5/28/2014	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	3,583.72	Public Works
87875	5/28/2014	WILHELM/RICHARD//	FIELD INVESTIGTN/DRAFTING SVCS	3,410.00	Public Works
87824	5/28/2014	COUNTY OF LOS ANGELES	CONTRACT SERVICES	3,081.16	Public Works
87807	5/28/2014	ABSOLUTE	WEED ABATEMENT/DEBRIS REMOVAL	2,852.17	Public Works
87807	5/28/2014	ABSOLUTE	WEED ABATEMENT/DEBRIS REMOVAL	2,412.86	Public Works



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87848	5/28/2014	MARVIN E. LOPATA & ASSOCIATES	LAND APPRAISAL FEES	2,000.00	Public Works
87870	5/28/2014	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- PARKS	1,808.75	Public Works
87797	5/21/2014	VANDERGEEST LANDSCAPE CARE INC	LANDSCAPE MAINTENANCE	1,570.00	Public Works
87774	5/21/2014	MARVIN E. LOPATA & ASSOCIATES	LAND APPRAISAL FEES	1,500.00	Public Works
87777	5/21/2014	NEWBURY PARK TREE SERVICE INC	TREE TRIMMING/REMOVAL SVCS	1,305.00	Public Works
87839	5/28/2014	ISSAKHANI/MARINA//	ENVIRONMENTAL CONSULTING	1,100.00	Public Works
87797	5/21/2014	VANDERGEEST LANDSCAPE CARE INC	LANDSCAPE MAINTENANCE	969.00	Public Works
87777	5/21/2014	NEWBURY PARK TREE SERVICE INC	TREE TRIMMING/REMOVAL SVCS	960.00	Public Works
87870	5/28/2014	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- PARKS	840.00	Public Works
87780	5/21/2014	ORTIZ/JOEL//	ENVIRONMENTAL CONSULTING	700.00	Public Works
87843	5/28/2014	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	689.97	Public Works
87798	5/21/2014	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- PARKS	685.14	Public Works
87805	5/21/2014	WILLDAN ASSOCIATES INC.	CHECK TRACT NO.	680.00	Public Works
87764	5/21/2014	IMPACT GRAPHICS	VOLUNTEER T-SHIRTS	662.18	Public Works
87787	5/21/2014	SALGUERO/BRYAN//	CONSULTING SERVICES	652.50	Public Works
87777	5/21/2014	NEWBURY PARK TREE SERVICE INC	TREE TRIMMING/REMOVAL SVCS	600.00	Public Works
87824	5/28/2014	COUNTY OF LOS ANGELES	CONTRACT SERVICES	582.40	Public Works
87760	5/21/2014	GOKTAPEH/HALI AZIZ//	ENGINEER CONSULTING	555.00	Public Works
87797	5/21/2014	VANDERGEEST LANDSCAPE CARE INC	LANDSCAPE MAINTENANCE	421.00	Public Works
87853	5/28/2014	NEWBURY PARK TREE SERVICE INC	TREE TRIMMING/REMOVAL SVCS	420.00	Public Works
87797	5/21/2014	VANDERGEEST LANDSCAPE CARE INC	LANDSCAPE MAINTENANCE	412.00	Public Works
87869	5/28/2014	VANDERGEEST LANDSCAPE CARE INC	LANDSCAPE MAINTENANCE	365.00	Public Works
87869	5/28/2014	VANDERGEEST LANDSCAPE CARE INC	LANDSCAPE MAINTENANCE	365.00	Public Works
87798	5/21/2014	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- PARKS	330.00	Public Works
87853	5/28/2014	NEWBURY PARK TREE SERVICE INC	TREE TRIMMING/REMOVAL SVCS	320.00	Public Works
87797	5/21/2014	VANDERGEEST LANDSCAPE CARE INC	LANDSCAPE MAINTENANCE	300.00	Public Works
87797	5/21/2014	VANDERGEEST LANDSCAPE CARE INC	LANDSCAPE MAINTENANCE	300.00	Public Works
87876	5/28/2014	WILLDAN ASSOCIATES INC.	PUBLIC WORKS SERVICES	262.50	Public Works
87853	5/28/2014	NEWBURY PARK TREE SERVICE INC	TREE TRIMMING/REMOVAL SVCS	240.00	Public Works
<b>Total Amount for 44 Line Item(s) from Public Works</b>				<b>\$141,981.33</b>	

**Recoverable / Refund / Liability**

87827	5/28/2014	DAVOODI/HOUMAN//	REFUND RECOVERABLE PROJECT	5,070.00	Recoverable / Refund / Liability
87819	5/28/2014	BROZYNA/ ANDRZEJ//	EMPLOYEE COMPUTER LOAN	2,797.93	Recoverable / Refund / Liability
87864	5/28/2014	THOMAS SAFRAN ASSOCIATES	REFUND RECOVERABLE PROJECT	2,132.77	Recoverable / Refund / Liability
87854	5/28/2014	PENTA/MICHAEL//	REFUND RECOVERABLE PROJECT	1,500.00	Recoverable / Refund / Liability



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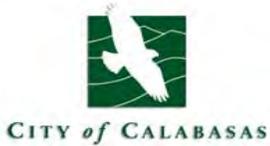
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87759	5/21/2014	GLUCK/DANIEL//	REFUND BUILDING PERMIT	697.50	Recoverable / Refund / Liability
87866	5/28/2014	TINERO/RON//	REFUND RECOVERABLE PROJECT	361.88	Recoverable / Refund / Liability
87736	5/21/2014	AVERY/YRANA//	RECREATION REFUND	288.00	Recoverable / Refund / Liability
87752	5/21/2014	ECMC	WAGE GARNISHMENT- 5/16/14	273.54	Recoverable / Refund / Liability
87782	5/21/2014	P&A ADMINISTRATIVE SVCS INC	FSA-MEDICAL CARE REIMBURSEMENT	235.75	Recoverable / Refund / Liability
87756	5/21/2014	FRANCHISE TAX BOARD	WAGE GARNISHMENT- 5/16/14	196.76	Recoverable / Refund / Liability
87757	5/21/2014	FRANCHISE TAX BOARD	WAGE GARNISHMENT- 5/16/14	184.62	Recoverable / Refund / Liability
87778	5/21/2014	NGYUEN/ALYSSA//	RECREATION REFUND	180.00	Recoverable / Refund / Liability
87781	5/21/2014	OXSTEIN/GAYLE//	RECREATION REFUND	145.00	Recoverable / Refund / Liability
87852	5/28/2014	MILLER/PAMELA//	RECREATION REFUND	145.00	Recoverable / Refund / Liability
87856	5/28/2014	RAH/MINA//	RECREATION REFUND	145.00	Recoverable / Refund / Liability
87817	5/28/2014	BARTON/YOLANDA//	RECREATION REFUND	145.00	Recoverable / Refund / Liability
87836	5/28/2014	HARRISON/LYNDA//	RECREATION REFUND	145.00	Recoverable / Refund / Liability
87812	5/28/2014	ASADIAN/PARASTOU//	RECREATION REFUND	145.00	Recoverable / Refund / Liability
87828	5/28/2014	DELEAU/LISA//	RECREATION REFUND	144.00	Recoverable / Refund / Liability
87761	5/21/2014	GREEN/MANDY//	RECREATION REFUND	140.00	Recoverable / Refund / Liability
87861	5/28/2014	SHEPPHIRD/WILL//	REFUND RECOVERABLE PROJECT	123.44	Recoverable / Refund / Liability
87751	5/21/2014	DRESCHER/TALYA//	REFUND FACILITY RENTAL	83.50	Recoverable / Refund / Liability
87738	5/21/2014	BASA/JENNIFER//	REFUND FACILITY RENTAL	83.50	Recoverable / Refund / Liability
87842	5/28/2014	KIMMEL/JAMIE//	REFUND FACILITY RENTAL	62.50	Recoverable / Refund / Liability
87751	5/21/2014	DRESCHER/TALYA//	REFUND FACILITY RENTAL	60.00	Recoverable / Refund / Liability
87845	5/28/2014	MANASTER/ISAAC//	REFUND FACILITY RENTAL	60.00	Recoverable / Refund / Liability
87810	5/28/2014	AMERICAN SOLAR DIRECT	REFUND BUILDING PERMIT	51.50	Recoverable / Refund / Liability
87788	5/21/2014	SCOTT/KRISTINA//	RECREATION REFUND	48.00	Recoverable / Refund / Liability
87794	5/21/2014	STATE DISBURSMENT	WAGE GARNISHMENT- 5/16/14	46.15	Recoverable / Refund / Liability
87738	5/21/2014	BASA/JENNIFER//	REFUND FACILITY RENTAL	45.00	Recoverable / Refund / Liability
87830	5/28/2014	EISMAN/DIANE//	RECREATION REFUND	45.00	Recoverable / Refund / Liability
87816	5/28/2014	BANK OF AMERICA	REFUND RECOVERABLE PROJECT	26.03	Recoverable / Refund / Liability
87810	5/28/2014	AMERICAN SOLAR DIRECT	REFUND BUILDING PERMIT	1.00	Recoverable / Refund / Liability
<b>Total Amount for 33 Line Item(s) from Recoverable / Refund / Liability</b>				<b>\$15,808.37</b>	

## Tennis & Swim Center

87862	5/28/2014	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	1,705.97	Tennis & Swim Center
87873	5/28/2014	WATERLINE TECHNOLOGIES INC	POOL CHEMICALS	466.37	Tennis & Swim Center
87792	5/21/2014	SOUTHERN CALIFORNIA GAS CO	GAS SERVICE	390.29	Tennis & Swim Center
87873	5/28/2014	WATERLINE TECHNOLOGIES INC	POOL CHEMICALS	355.14	Tennis & Swim Center



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87867	5/28/2014	TRI-CO EXTERMINATING CO.	PEST CONTROL SERVICES	230.00	Tennis & Swim Center
87773	5/21/2014	LINCOLN NATIONAL LIFE	LIFE & DISABILITY INS- JUN 14	214.65	Tennis & Swim Center
87773	5/21/2014	LINCOLN NATIONAL LIFE	LIFE & DISABILITY INS- JUN 14	58.23	Tennis & Swim Center
87731	5/21/2014	AIRGAS- WEST	TC HELIUM	25.15	Tennis & Swim Center
87731	5/21/2014	AIRGAS- WEST	TC HELIUM	20.65	Tennis & Swim Center
87776	5/21/2014	MILBRAND/KATHLEEN//	REIMB MILEAGE - APR 2014	7.67	Tennis & Swim Center
<b>Total Amount for 10 Line Item(s) from Tennis &amp; Swim Center</b>				<b>\$3,474.12</b>	
<b><u>Transportation</u></b>					
87829	5/28/2014	DIAMOND WEST ENGINEERING, INC	ENGINEER CONSULTING	7,100.00	Transportation
87847	5/28/2014	MARK IV CONSULTING INC	CITY ENGINEERING SERVICES	6,045.00	Transportation
87809	5/28/2014	ALL CITY MANAGEMENT SVCS, INC.	SCHOOL CROSSING GUARD SVCS	4,180.14	Transportation
87733	5/21/2014	AMERICAN HONDA FINANCE CORP	LEASE PAYMENT- JUN 2014	2,964.78	Transportation
87732	5/21/2014	ALL CITY MANAGEMENT SVCS, INC.	SCHOOL CROSSING GUARD SVCS	1,670.55	Transportation
87862	5/28/2014	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	1,658.14	Transportation
87870	5/28/2014	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- CIP	1,250.67	Transportation
87847	5/28/2014	MARK IV CONSULTING INC	CITY ENGINEERING SERVICES	780.00	Transportation
87872	5/28/2014	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	200.56	Transportation
87843	5/28/2014	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	189.96	Transportation
87771	5/21/2014	LA DWP	METER SERVICE - TRAFFIC LIGHT	121.79	Transportation
<b>Total Amount for 11 Line Item(s) from Transportation</b>				<b>\$26,161.59</b>	
<b>GRAND TOTAL for 343 Line Items</b>				<b>\$997,615.78</b>	

## FUTURE AGENDA ITEMS

Department      Agenda Headings      Agenda Title/Future Agenda

<b>18-Jun</b>		
Finance	New Business	Budget briefing
CC	New Business	Council appointments
CC	New Business	Discussion regarding Council/Commissioners parking spaces
CC	New Business	Climate change
CC	New Business	Council liaison protocols and attendance at outside meetings by CM

**Future Items:**

PW	Consent	Las Virgenes Creek restoration quit claim deed to County
PW	Consent	Agreements with L.A. County for Lost Hills project.
CD	Consent	MOU with Calabasas Tech Center
CC	Consent	League's annual conference voting delegates
CS	Consent	Adoption of Resolution No. 2014-1410 Recognizing July as Parks' & Recreation Month" in the City of Calabasas
CS	Consent	Recommendation to approve professional services agreement with Secural Security Corporation for security service and parking enforcement citation services
CD	Consent	Environmental consulting services
CD	New Business	Overview of the City's Ridgeline Ordinance
CD	Public Hearing	St. Andrews Lane project
PW	Consent	2014 Annual Street Resurfacing Project
PW	New Business	Lost Hills project update.
PW	Consent	Contract award for Mulholland Hwy. Project Const.
CC	Consent	Conflict of Interest Code
CC	New Business	Section 2.04 Muni Code Amendment - City Council Reorg date
CC	New Business	Muni Code Amendment - Commission Term Expiration date
CC	New Business	Contract reprocurement
CD	Public Hearing	Cost/Fee schedule for scanning of documents
PW	New Business	Stormwater semi-annual quarterly update
PW	Update	Bicycle Master Plan update
CC	New Business	Noticing/public outreach with Commissions recommendations

**2014 CITY COUNCIL MEETING DATES**

Jun 25	Sep 24-Cancelled Rosh Hashanah
Jul 9 - Cancelled	Oct 8
Jul 23 - Cancelled	Oct 22
Aug 13	Nov 12
Aug 27	Nov 26-Cancelled Thanksgiving Eve
Sep 10	Dec 10
	Dec 24-Cancelled Christmas Eve