



CITY *of* CALABASAS

**CITY COUNCIL AGENDA
REGULAR MEETING – WEDNESDAY, MARCH 11, 2020
CITY HALL COUNCIL CHAMBERS
100 CIVIC CENTER WAY, CALABASAS
www.cityofcalabasas.com**

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

OPENING MATTERS – 7:00 P.M.

Call to Order/Roll Call of Councilmembers
Pledge of Allegiance by Girl Scout Brownie 286
Approval of Agenda

PRESENTATIONS – 7:20 P.M.

- Briefing on Coronavirus from Los Angeles County Public Health

ANNOUNCEMENTS/INTRODUCTIONS – 7:40 P.M.

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

CONSENT ITEMS – 8:00 P.M.

1. [Approval of meeting minutes from February 26, 2020](#)

2. Consideration of a professional services agreement with Karen Warner Associates, Inc. in the amount of \$98,090 and having a term concluding on June 30, 2022, for preparation of a comprehensive update to the Housing Element of the Calabasas 2030 General Plan, as required to comply with California law, including the sixth cycle of Regional Housing Needs Assessment (RHNA)
3. Consideration of a professional services agreement with Rincon Consultants, Inc. in the amount of \$750,000 and having a term concluding on June 30, 2025, for: A) preparation of amendments to the Safety Element, Circulation Element, and Land Use Element of the Calabasas 2030 General Plan in coordination with the 6th RHNA Cycle Housing Element update, and as necessary to comply with California law; B) preparation of an Environmental Impact Report for all General Plan amendments, inclusive of the 6th RHNA Cycle Housing Element update; and, C) provision of on-going expert environmental and planning services, to include preparation of environmental impact analyses, technical studies, and related planning support
4. Recommendation to approve a professional services agreement in an amount not to exceed \$350,000 for a three-year period with Secural Security Corporation for security and parking enforcement citation services

CONTINUED FROM FEBRUARY 12, 2020 COUNCIL MEETING – 8:10 P.M.

5. Consider agreement with the Calabasas Chamber of Commerce for three years in the amount not to exceed of \$120,000 for services in promoting the City of Calabasas

NEW BUSINESS – 8:30 P.M.

6. Discussion regarding consideration of change to default rate product – Clean Power Alliance
7. Updated results of the City’s 2019 Cellular Satisfaction Survey
8. Adoption of Urgency Ordinance No. 2020-383U, under Government Code Section 65858, establishing a temporary moratorium on the sale and distribution of electronic cigarettes within the City of Calabasas

INFORMATIONAL REPORTS – 9:40 P.M.

9. Check Register for the period of February 15-February 28, 2020

TASK FORCE REPORTS – 9:45 P.M.

CITY MANAGER'S REPORT – 9:50 P.M.

FUTURE AGENDA ITEMS – 9:55 P.M.

ADJOURN – 10:00 P.M.

The City Council will adjourn to their next regular meeting scheduled on Wednesday, March 25, 2020, at 7:00 p.m.

**MINUTES OF A REGULAR MEETING OF
THE CITY COUNCIL OF THE CITY OF CALABASAS, CALIFORNIA
HELD WEDNESDAY, FEBRUARY 26, 2020**

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

ROLL CALL

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

Absent: Councilmember Maurer

Staff: Ahlers, Bartlett, Bingham, Haber, Hall, Hernandez J.L., Hernandez, J. Hernandez, M., Julien, Klein, Lysik, Post, Rubin, Russo, Sessums, Summers, Yalda and Tamuri.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Pack 333 Cub Scouts – Wolf Den 8

Mayor Weintraub announced that Item No. 6 would be removed from the agenda.

APPROVAL OF AGENDA

Mayor pro Tem Bozajian moved, seconded by Councilmember Shapiro to approve the agenda. MOTION CARRIED 4/0 as follows:

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

ABSENT: Councilmember Maurer

PRESENTATIONS

➤ By the Los Angeles County Department of Animal Care and Control – Pet Adoption

Ms. Shelley MacEwen presented a pet ready for adoption.

➤ Employee Service Awards

Mayor Weintraub presented service awards to Charlotte Sessums and Jennifer Hernandez for ten years; to Luis Hernandez, Elizabeth Parker, Tom Bartlett and Maureen Tamuri for fifteen years; and to Robert Yalda for twenty years.

ANNOUNCEMENTS/INTRODUCTIONS

Members of the Council made the following announcements:

Mayor pro Tem Bozajian:

- Expressed appreciation to the City for hosting the Mayor's Youth Council young voter information night.
- Extended an invitation to the annual Arbor Day celebration at Bay Laurel Elementary on March 7.
- Extended an invitation to the AHCCC on March 14 in celebration of St. Patrick's Day.
- Extended an invitation to the Earth Day Festival at Las Virgenes Creek on April 18.
- Extended an invitation to the Bunny Trail Egg Hunt at De Anza Park on April 4.

Councilmember Shapiro:

- Extended an invitation to a Community Conversation hosted by LA County Sheriff, Alex Villanueva at Founders Hall on March 3.
- Reminded everyone Election Day is on March 3.

Councilmember Gaines:

- Expressed the importance of local measures N, V, and FD and encouraged everyone to vote.
- Extended an invitation to a public workshop regarding the Mulholland Highway Corridor study at Founders Hall on March 4.
- Extended an invitation to the AHCCC flea market on February 29.
- Extended an invitation to the Chamber of Commerce mixer and ribbon cutting ceremony for Neurosense Psychology on February 29.
- Shared contact has been made with Sister City in Anqing, China regarding the Coronavirus.

Mayor Weintraub:

- Reported there will be a conference call for LA County elected officials to discuss the latest regarding the Coronavirus on February 27.
- Congratulated Councilmember Shapiro on his reappointment to the League of California Cities State Policy Committee.
- Extended an invitation to a Coffee with the Mayor at Coffee at Corner Bakery on March 6.
- Reported that Chuck Becerra is the new acting Captain at the Lost Hills Sheriff's station.

ORAL COMMUNICATIONS – PUBLIC COMMENT

Susie Jadidolahi, Larry Walker, Frances Alet on behalf of Joe Chilco, Jacques Soriano and John Suwara spoke during public comment.

CONSENT ITEMS

1. Approval of meeting minutes from February 12, 2020
2. Recommendation to approve opening escrow and approve Purchase and Sale Agreement with Amirian Family for sale of 0.56 acres real property located at 24115 Calabasas Road in the amount of \$1,380,000; authorize the City Manager to sign all necessary documents to effectuate this transaction and authorize the proceeds of \$1,380,000 be deposited into the Management Reserve Fund

Councilmember Shapiro moved, seconded by Councilmember Gaines to approve Consent Item Nos 1-2. MOTION CARRIED 4/0 as follows:

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

ABSENT: Councilmember Maurer

NEW BUSINESS

3. Sheriff's Crime Report – January 2020
Deputy De Matteo presented the report.
4. Review of private security at Civic Center
Mr. Bingham presented the report.
5. Update of the City's Rental Registration Program for 2019
Mr. Klein presented the report.
6. Discussion of commemorative plaques for City facilities
This item was removed from the agenda.

INFORMATIONAL REPORTS

7. Check Register for the period of February 1-14, 2020

No action taken on this item.

TASK FORCE REPORTS

Councilmember Shapiro reported his attendance to the RHNA subcommittee meeting for SCAG. He also reported his upcoming attendance to SCAG's Community Economic and Human Development Committee meeting on March 5. Additionally, he reported his attendance to the Superintendent's Advisory Board meeting on February 26 to discuss housing. Furthermore, he announced schools are preparing for Coronavirus. Lastly, he thanked the Mayor's Youth Council for doing a great job on their voting outreach.

Mayor Weintraub shared there was an emergency COG meeting to discuss changes at the Lost Hills Sheriff's station.

CITY MANAGER'S REPORT

Dr. Lysik reported his upcoming attendance to a City Manager's Educational Seminar on February 27. He further reported an upcoming discussion with the other COG cities regarding the interview process for the new Captain at the Lost Hills Sheriff's station. In addition, he extended an invitation to the Community Conversation hosted by LA County Sheriff, Alex Villanueva at Founders Hall on March 3. Additionally, he encouraged everyone take preventative measures to reduce illnesses. Furthermore, he announced that the Bark Park will reopen the week of March 1; however, the trail will remain closed as requested by the MRCA for rehabilitation.

FUTURE AGENDA ITEMS

Councilmember Gaines requested a future item regarding reduction of construction noise on weekends.

ADJOURN

The meeting adjourned at 8:27 p.m. to their next regular meeting scheduled on Wednesday, March 11, 2020, at 7:00 p.m.

Maricela Hernandez, City Clerk
Master Municipal Clerk
California Professional Municipal Clerk



CITY of CALABASAS
CITY COUNCIL AGENDA REPORT

DATE: MARCH 2, 2020
TO: HONORABLE MAYOR AND COUNCILMEMBERS
FROM: THOMAS BARTLETT, A.I.C.P., CITY PLANNER *TBS*
SUBJECT: CONSIDERATION OF A PROFESSIONAL SERVICES AGREEMENT WITH KAREN WARNER ASSOCIATES, INC. IN THE AMOUNT OF \$98,090 AND HAVING A TERM CONCLUDING ON JUNE 30, 2022, FOR PREPARATION OF A COMPREHENSIVE UPDATE TO THE HOUSING ELEMENT OF THE CALABASAS 2030 GENERAL PLAN, AS REQUIRED TO COMPLY WITH CALIFORNIA LAW, INCLUDING THE SIXTH CYCLE OF REGIONAL HOUSING NEEDS ASSESSMENT (RHNA).

MEETING DATE: MARCH 11, 2020

SUMMARY RECOMMENDATION:

Staff recommends that the City Council approve a professional services agreement with Karen Warner Associates in the amount of \$98,090 and having a term concluding on June 30, 2022, for preparation of a comprehensive update to the Housing Element of the Calabasas 2030 General Plan, as required to comply with California law, including the sixth cycle of Regional Housing Needs Assessment (RHNA)

BACKGROUND:

In December 2008 the City Council approved and adopted a comprehensively re-written General Plan for the City – the Calabasas 2030 General Plan. Included in that new General Plan was a new Housing Element, one of the seven mandatory general plan elements under California law at that time, and which conformed to

the fourth Regional Housing Needs Assessment (RHNA) and related requirements under California Government Code Section 65580, et. Seq. Subsequently, in 2014 the City Council adopted an updated Housing Element covering the fifth RHNA cycle and having a 2014 – 2021 timeframe. Now, more than six years later, we are approaching the end of that fifth RHNA planning period. As staff has previously reported to the City Council, to include an overview of the RHNA process on September 25, 2019, the sixth RHNA process (for the 2022 - 2029 planning period) is nearing conclusion. Late last year, the SCAG region received a regional allocation of 1,344,740 total new housing units from the California Department of Housing and Community Development (HCD). Shortly afterward SCAG issued draft RHNA sub-allocations to the individual cities and counties which make up the region; the City of Calabasas received a preliminary draft allocation of 351 total new housing units, with 290 of those units (more than 80% of the total) to fall into Moderate Income, Low Income, and Very Low Income affordability categories. Local governments' individual sub-allocations of the RHNA will be finalized by SCAG in October of this year; and from that time we will have one year – until October 2021 – to complete and adopt a new Housing Element which will accommodate our allocated RHNA share.

DISCUSSION/ANALYSIS:

For the past several RHNA cycles, the City has included a reasonable buffer of available sites in its Housing Element. However, with the substantially higher RHNA allocation from SCAG, to include a much higher percentage of affordable units, as well as more stringent site justification requirements, the existing planned and zoned housing sites will no longer be adequate. Therefore, a key component of the update will be identification of additional sites early in the process that can be vetted by the community and are sufficient to meet the City's new RHNA. Another primary objective of Calabasas's Housing Element update will be to maintain State HCD compliance. State approval provides the City access to a variety of State housing funds, and provides added legal protection to the General Plan.

For more than thirty years Karen Warner Associates (KWA) has specialized in providing housing planning services to cities and counties throughout Southern California. In fact, KWA actually prepared the City's last two Housing Elements, to include achieving certification of statutory compliance from HCD. Based on the outstanding work by KWA on preparing our two prior Housing Elements, and the firm's unparalleled experience in developing housing elements that are both acceptable to the State, and endorsed by the local community and its decision-makers, Staff requested from KWA a proposal for preparation of the new Housing Element. The new update must not only meet the 6th RHNA requirements, it must also comply with host of additional new housing statutes, including SB 330, AB

879 and AB 1397. Received on January 27, 2020, KWA's proposal includes all necessary components of the Housing Element update (see attached Professional Services Agreement, Attachment A). Of particular importance among the various indicated tasks and deliverables, is outreach and communication to the overall citizenry, as well as early and ongoing education and outreach to the City's decision-makers. Some of the strategies and efforts planned for obtaining community input, to allay concerns, and to identify solutions, are:

- An on-line housing needs and sites survey
- Public study sessions before Planning Commission and City Council (3)
- Community-wide workshops (2)
- Public hearings before Planning Commission and City Council (2)

Because the identification of new housing sites (and/or the up-zoning of existing housing sites) will be a key component of this housing Element update, both the Land Use Element and the Circulation Element are expected to require corresponding updates (to maintain consistency between and among the various General Plan elements, as required under State law). Meanwhile, updates to the Safety Element and the Circulation Element are now also needed to comply with other new State laws specific to those General Plan elements. The result of all this is that in concert with the Housing Element update, a fairly robust and broad-reaching update to the General Plan will need to be accomplished, along with an Environmental Impact Report (EIR). To accomplish these other General Plan element updates plus preparation and circulation of an EIR, additional expertise is needed from outside the housing realm; accordingly, staff secured a proposal from Rincon Consultants. (The Rincon PSA is being delivered to the City Council as a separate item for consideration, with its own staff report.)

FISCAL IMPACT/SOURCE OF FUNDING:

Execution of this professional services agreement will have a fiscal impact of \$98,090. Under SB 2, the State of California provides funds to support efforts by local governments to plan for new housing development and to expedite new housing production. Within the past several weeks, staff received word that the City's \$160,000 SB 2 Grant application has been approved by HCD, although the funds will be disbursed only on a reimbursable basis. Staff anticipates \$50,000 of the cost of the Housing Element update to be accomplished using SB 2 grant funds, leaving the balance (\$48,090) to come from the City's General Fund. The City Council is asked to amend the budget covering fiscal years 2020 – 2021 and 2021 – 2022 accordingly.

REQUESTED ACTION:

Staff recommends that the City Council approve a professional services agreement with Karen Warner Associates in the amount of \$98,090 and having a term concluding on June 30, 2022, for preparation of a comprehensive update to the Housing Element of the Calabasas 2030 General Plan, as required to comply with California law, including the sixth cycle of Regional Housing Needs Assessment (RHNA)

ATTACHMENTS:

Attachment A - Professional Services Agreement between the City of Calabasas and Karen Warner Associates in the amount of, and not to exceed, \$98,090.00.



CITY of CALABASAS

PROFESSIONAL SERVICES AGREEMENT

CONTRACT SUMMARY

Name of Contractor:	Karen Warner Associates
City Department in charge of Contract:	Community Development Department
Contact Person for City Department:	Tom Bartlett
Period of Performance for Contract:	March 1, 2020 – June 30, 2022
Not to Exceed Amount of Contract:	\$98,090
Scope of Work for Contract:	Conduct community outreach and survey, prepare background and technical studies and reports, and prepare an updated General Plan Housing Element which complies with California law and is consistent with all other elements of the Calabasas 2030 General Plan.

Insurance Requirements for Contract:

yes no - Is General Liability insurance required in this contract?

If yes, please provide coverage amounts:

yes no - Is Auto insurance required in this contract?

If yes, please provide coverage amounts:

yes no - Is Professional insurance required in this contract?

If yes, please provide coverage amounts:

yes no - Is Workers Comprehensive insurance required in this contract?

If yes, please provide coverage amounts:

Other:

Proper documentation is required and must be attached.

Initials: (City) _____ (Contractor) KW

Professional Services Agreement
City of Calabasas/Karen Warner Associates

Initials: (City) _____ (Contractor) KW

PROFESSIONAL SERVICES AGREEMENT
(Karen Warner Associates, Inc.)

1. IDENTIFICATION

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into by and between the City of Calabasas, a California municipal corporation (“City”), and Karen Warner Associates, Inc., an California corporation (“Consultant”).

2. RECITALS

- 2.1 City has determined that it requires the following professional services from a consultant: community outreach and surveys pertaining to housing needs and goals, preparation of background and technical studies and reports relating to local housing conditions, needs, and applicable laws; and preparation of an updated General Plan Housing Element, which complies with California law and is consistent with all other elements of the Calabasas 2030 General Plan.
- 2.2 Consultant represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.

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

3. DEFINITIONS

- 3.1 “Scope of Services”: Such professional services as are set forth in Consultant’s January 27, 2020 proposal to City attached hereto as Exhibit A and incorporated herein by this reference.
- 3.2 “Approved Fee Schedule”: Such compensation rates as are set forth in Consultant’s January 27, 2020 fee schedule to City (from page 13 of the January 27, 2020 proposal), a copy of which is attached hereto as Exhibit B and incorporated herein by this reference.
- 3.3 “Commencement Date”: March 1, 2020.
- 3.4 “Expiration Date”: June 30, 2022.

Initials: (City) _____ (Contractor) KW

4. **TERM**

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

5. **CONSULTANT'S SERVICES**

- 5.1 Consultant shall perform the services identified in the Scope of Services. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement. In no event shall the total compensation and costs payable to Consultant under this Agreement exceed the sum of Ninety-Eight Thousand, and Ninety Dollars (\$98,090.00) 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. Karen Warner 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.

Initials: (City) _____ (Contractor) KW

- 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, drawings, plans, 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) _____ (Contractor) KW

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

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.
- 11.1.4 Professional Errors and Omissions Insurance with coverage limits of not less than One Million Dollars (\$1,000,000).
- 11.2 Consultant shall require each of its subcontractors to maintain insurance coverage that meets all of the requirements of this Agreement.
- 11.3 The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A:VII in the latest edition of Best's Insurance Guide.
- 11.4 Consultant agrees that if it does not keep the aforesaid insurance in full force and effect, City may either (i) immediately terminate this Agreement; or (ii) take out the necessary insurance and pay, at Consultant's expense, the premium thereon.

- 11.5 At all times during the term of this Agreement, Consultant shall maintain on file with City's Risk Manager a certificate or certificates of insurance showing that the aforesaid policies are in effect in the required amounts and naming the City and its officers, employees, agents and volunteers as additional insureds. Consultant shall, prior to commencement of work under this Agreement, file with City's Risk Manager such certificate(s).
- 11.6 Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages.
- 11.7 The General Liability Policy of insurance required by this Agreement shall contain an endorsement naming City and its officers, employees, agents and volunteers as additional insureds. The General Liability Policy required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty days' prior written notice to City. Consultant agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions. If this contract provides service to a Homeowners Association, that Homeowners Association must be listed as an additional insured in addition to the City.
- 11.8 The insurance provided by Consultant shall be primary to any coverage available to City. Any insurance or self-insurance maintained by City and/or its officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.
- 11.9 All insurance coverage provided pursuant to this Agreement shall not prohibit Consultant, and Consultant's employees, agents or subcontractors, from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against the City.
- 11.10 Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of City, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Consultant shall procure a bond 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: Thomas Bartlett
Telephone: (818) 224-1600
Facsimile: (818) 225-7329

If to Consultant:

Karen Warner Associates, Inc.
882 N. Holliston Avenue
Pasadena, CA 91104
Attn: Karen Warner
Telephone: (626) 791-5596
Facsimile: (626) 791-5596

Initials: (City) _____ (Contractor) KW

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

16. SURVIVING COVENANTS

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

17. TERMINATION

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

18. GENERAL PROVISIONS

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

Initials: (City) _____ (Contractor) KW

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

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

Initials: (City) _____ (Contractor) KW

- 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 In consideration of this agreement, consultant (or artist(s), or performer(s) grants to city and its officers and employees, the right to film, through photography, video, or other media, the performance(s) contemplated under this agreement. The city is authorized to use of the performer(s) name(s) and/or Artist approved photographs. The city is also authorized, without limitation, to broadcast or re-broadcast the performance(s) on City CTV, through the city's website, news media, or through other forms of media (e.g. streaming).

Initials: (City) _____ (Contractor) KW

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”
Karen Warner Associates, Inc.

By: _____
Ron Ahlers, C. F. O.

By: *Karen Warner*
Karen Warner, President

Date: _____

Date: *2/25/20*

By: _____
Alicia Weintraub, Mayor

Date: _____

Attest:

By: _____
Maricela Hernandez, MMC, CPMC
City Clerk

Date: _____

Approved as to form:

By: _____
Scott H. Howard
Colantuono, Highsmith & Whatley, PC
City Attorney

Date: _____

EXHIBIT A
SCOPE OF WORK

SCOPE OF WORK

The 2021-2029 Housing Element will evaluate Calabasas's current housing needs and market conditions, constraints and resources, and will assess the effectiveness of the City's current housing programs in addressing these housing issues. The following Scope of Work presents the Element's major tasks, and depicts how these tasks build upon one another to establish a comprehensive housing strategy for the City.

TASK 1. INTRODUCTION

The introductory chapter to the Element sets the stage by describing the purpose of the Housing Element in lay terms and establishes the community's housing context. The Introduction also includes a summary of key housing issues; establishes the Housing Element's relationship with the balance of the General Plan; and describes the public participation process.

TASK 2. EVALUATION OF ACCOMPLISHMENTS UNDER ADOPTED ELEMENT

In order to develop appropriate programs to address the community's housing needs, KWA will work with City staff to determine the achievements under adopted housing programs in the 2014-2021 Calabasas Housing Element, and evaluate the effectiveness of these programs in delivering housing services. This evaluation will include a description of the City's track record in producing new affordable housing during the prior planning period, and a comparison of both market rate and assisted housing production with the City's identified regional housing growth needs (RHNA).

The following are among several key program actions in Calabasas's Housing Element to be reviewed and evaluated for their success in achieving the City's housing goals:

- ✓ Calabasas Village Mobile Estates rental assistance program
- ✓ Preservation of expiring affordability covenants
- ✓ Updating second unit development standards
- ✓ Condominium conversion ordinance
- ✓ Inclusionary housing ordinance

TASK 3. HOUSING NEEDS ASSESSMENT/RHNA

This section of the Housing Element provides a comprehensive analysis of the City's existing and projected housing needs, and serves as a guide for focusing Housing Element policies and programs in response to these needs. The Needs Assessment encompasses an analysis of the following:

- ✓ Population and household characteristics
- ✓ Housing stock characteristics
- ✓ Assisted housing at-risk of conversion to market rate

- ✓ Regional Housing Needs Assessment (RHNA)

Population and Household Characteristics. Data sources including the American Community Survey, 2020 Census (as available), School District, and available local studies will be compiled and evaluated to derive the following demographic and household information:

- ✓ Current population and population growth trends for City and comparable communities.
- ✓ Population characteristics including age distribution and race/ethnicity, and demographic shifts over past 2 decades.
- ✓ Current and projected employment in Calabasas.
- ✓ Household characteristics including household type, tenure and size, overcrowding/severe overcrowding by tenure and geographic concentration, and housing overpayment/severe overpayment for owners and renters.
- ✓ Household income for City in comparison to the region and other comparable communities, income differences within the City, identification of persons living in poverty.
- ✓ Special needs populations - including seniors, large families, disabled, single-parent households, homeless. Analysis of the income and tenure characteristics of these groups, and availability of specialized housing in Calabasas to meet their needs.

Housing Stock Characteristics. Information on the City's housing stock and current market characteristics will be obtained from a variety of published sources, including CoreLogic sales data, CoStar and internet rent surveys, and local market studies. The following information will be provided:

- ✓ Housing growth trends for Calabasas and similar communities.
- ✓ Housing unit mix and tenure, and geographic concentrations of rentals, including single-family rentals.
- ✓ Vacancy rates.
- ✓ Home ownership and rental market analysis.
- ✓ Affordability analysis of City's owner and rental housing to very low, low and moderate income households
- ✓ Housing conditions analysis to assess the magnitude of units requiring rehabilitation or replacement in Calabasas.

Regional Housing Needs Assessment (RHNA)

SCAG has released the Draft RHNA methodology (10/16/19) for review and approval by State HCD. Based on a total regional need for 1.34 million housing units, the Draft methodology results in a preliminary allocation of 291 new units for Calabasas, comprised of 109 very low, 58 low, 57 moderate and 67 above moderate income units.

The following graphic shows SCAG's RHNA development timeline, with release of the draft RHNA targeted for February 2020 and adoption of the final RHNA targeted for October 2020. Upon distribution of the draft RHNA, we will have a better understanding of the general magnitude of the site inventory requirements and can begin soliciting community input on sites to include in the Element.



Assisted Housing "At-Risk" of Conversion to Market Rate. Housing Element statutes require documentation and analysis of assisted low-income rental projects at-risk of conversion to market rate over the ensuing ten-year period (2021-2030). For projects deemed at-risk of conversion within the ten-year time frame, the following analysis will be conducted: a) assessment of level of risk; b) estimate of the costs of preserving units through transfer to non-profit ownership, provision of rental assistance, and purchase of affordability covenants; and c) estimate of the costs of replacing units. As part of the Housing Resources chapter of the Element, KWA will develop an inventory of financial and administrative resources available to the City for preservation and/or replacement. Within the Housing Program section of the Element, programs for preserving the at-risk units will be identified, along with specific quantified objectives for the City's preservation goals.

TASK 4. SITE AVAILABILITY

This section of the Element provides an inventory of vacant and underutilized parcels within Calabasas available for residential and mixed-use development during the 2021-2029 planning period.

Pursuant to AB 1397, sites must now meet the following requirements to be included in the housing element sites inventory:

- Sites must be "available" for residential development with "realistic and demonstrated potential" to accommodate housing development. Identified sites must have access to sufficient water, sewer, and dry utilities, or be part of a mandatory program to provide such utilities. Additional justification required on the unit capacity for each site, including review of project densities on similar sites in the city and at similar affordability levels.
- Lower income sites must be between 1/2 acre and 10 acres in size, unless the city can provide evidence why the site would be appropriate, such as proposal or approved development project affordable to lower-income households for the site.
- Vacant sites identified in two or more prior housing elements for lower income households, and non-vacant sites identified in the prior housing element for lower income households that have not been approved for housing can no longer be used to fulfill the city's lower income RHNA need unless: a) the site is or will be rezoned to the minimum lower-income household density for the city within three years; and b) the zoning allows for residential development by right of at least 20% of the units for lower income households.
- Expanded analysis and justification of non-vacant sites, including city's past experience converting existing uses to higher density residential development, current market demand for the existing use, and analysis of any existing leases or contracts that could prevent redevelopment of the site.
- If a city relies on non-vacant sites to accommodate 50% or more of its housing need for lower-income households, the "existing use shall be presumed to impede additional residential development, absent findings based on substantial evidence that the use is likely to be discontinued during the planning period." Sites identified

for housing development that currently or within the last five years contained residential units occupied by lower-income households, or were subject to an affordability requirement or local rent control policy, must be replaced one-for-one with units affordable to the same or lower income levels.

The initial step in this task will be to update the existing sites inventory based on building permits issued during the prior planning period and current projects with entitlements. The updated inventory will then be further refined and sites eliminated that fail to meet the criteria established under AB 1397. Upon release of the draft RHNA allocation by SCAG in February 2020, KWA will coordinate with staff to identify potential additional sites as necessary to meet regional needs. Given the strengthening of "No Net Loss" planning law under SB 166 to require an adequate sites inventory be maintained throughout the RHNA planning period by income category, it will be important for Calabasas to have a sufficient sites buffer to offset any sites developed at lower densities or higher income levels than assumed in the Housing Element.

KWA will coordinate with City GIS staff to prepare residential site maps for inclusion in the Element, as well as for use in the public meetings.

TASK 5. POTENTIAL HOUSING CONSTRAINTS

The constraints section of the Element encompasses both governmental and non-governmental constraints upon the maintenance, improvement or development of housing. Non-governmental constraints include: market mechanisms (land and construction costs, availability of financing); infrastructure, and environmental constraints. Potential governmental constraints are evaluated in detail, and include an analysis of the following: General Plan land use designations; residential and mixed use development standards; inclusionary zoning ordinance and in-lieu fees; zoning provisions for a variety of housing types; planning and zoning regulations for persons with disabilities; on- and off-site improvements; building codes and related code enforcement; fees and exactions; and processing and permit procedures. Various affordable housing incentives offered by the City, such as flexible development standards, density bonuses, fast track processing, reduced fees, etc. will also be evaluated.

Per AB 879, the governmental constraints analysis must now specifically address "any locally adopted ordinances that directly impact the cost and supply of residential development." Such ordinances include inclusionary housing and short-term rental ordinances, and mitigation fees related to traffic and parks. The non-governmental constraints section of the element must now analyze requests to develop housing at densities below those identified in the housing element sites inventory, and the length of time between project approval and submittal of building permit application. To the extent analysis identifies governmental or non-governmental constraints, the element must include a program to address.

TASK 6. HOUSING RESOURCES

This section of the Element presents the primary local, County, State, federal, and private funding resources available to support Calabasas's housing program, including information on program parameters. The status of the Calabasas Redevelopment Agency will be discussed, and remaining redevelopment set-aside funds projected to be available through the planning period. Administrative resources – public and non-profit agencies

involved in local housing activities – are described. Within the context of energy conservation resources, green building and policies for environmental sustainability in Calabasas will be presented.

TASK 7. HOUSING PLAN

The Housing Plan section of the Element sets forth the City’s goals, policies and objectives with respect to housing, and establishes a comprehensive program strategy with specific program actions.

Policies and programs will initially be based on the City’s current practices, and augmented and refined in response to the community’s identified housing needs, constraints and resources; and in response to public and decision-maker input. KWA will develop detailed programmatic descriptions for any new programs being proposed, including identification of interim steps necessary to initiate the program, potential funding sources, and timeframe for program implementation.

The Housing Plan will include a program summary chart, which specifies the following for each program: program objective, funding source, responsible agency and implementation time frame. This chart can then be used to track program implementation, and can serve as the basis for the City’s annual report to the State Department of Housing and Community Development (HCD).

TASK 8. DRAFT HOUSING ELEMENT/HCD REVIEW

All the prior tasks will be integrated into a comprehensive draft Housing Element for staff review. Upon receipt of staff comments on the initial draft document, KWA will prepare a revised draft Element for presentation before the City’s decision-makers. Any necessary revisions will be made based on decision-maker input, and a public review draft Element will be prepared for submittal to the State to initiate their 60-day review period. The Element will be formatted with text, tables and graphics suitable for posting on the City’s website.

KWA will serve as the City’s liaison with State HCD during review of the draft Element. Once the HCD reviewer has been assigned for Calabasas, KWA will schedule a conference call along with City staff to discuss any concerns the State may have with the Element. Upon receipt of HCDs official written comments on the draft, KWA will coordinate with staff in developing any necessary changes and will advise staff as to whether a second round of HCD review is recommended. KWAs fixed fee project budget includes up to two rounds of review with HCD, with additional review after the 2nd letter on the draft Element to be charged on a time and materials basis.

While not anticipated, to the extent there continue to be outstanding policy issues raised by the State, KWA will prepare a memo identifying options and recommendations to achieve HCD compliance for presentation to the City’s decision-makers.

TASK 9. FINAL ADOPTED HOUSING ELEMENT/SUBMITTAL TO HCD

Following adoption by the City Council, KWA will prepare the final Calabasas Housing Element to reflect revisions directed by the City Council. Public input received on the Draft

Housing Element will also be summarized.

KWA will draft a letter for submittal of the adopted Element to HCD, identifying any changes made in the Element since the State's prior review.

TASK 10. PUBLIC PARTICIPATION

The Housing Element is tasked with identifying ways to reduce regulatory, physical and environmental constraints to the production of housing, and identifying a sufficient amount of developable land that can accommodate the City's assigned regional housing growth needs (RHNA). Early and ongoing education and outreach with the City's decision-makers and local community will be critical to the success of the program, both to obtain input and ally concerns, and to identify solutions. For purposes of budgeting, we have included the following outreach in the scope, with additional meetings to be billed on a time-and-materials basis.

- ✓ On-line housing needs and sites survey
- ✓ Public study sessions before Planning Commission and City Council (3)
- ✓ Community-wide workshops (2)
- ✓ Public hearings before Planning Commission and City Council (2)

In order to solicit input from a broad cross-section of Calabasas residents, KWA will develop an on-line **housing needs survey**, including questions on preferred housing sites. The survey will serve the dual purpose of providing background information on the Housing Element process to the general public, as well as advertising future community workshops and study sessions. The survey will be posted on the City's website using SurveyMonkey, and hard copies will be made available and distributed at public facilities including City Hall, Senior Center, Community Center, and distributed at community events such as the Farmer's Market.

Public study sessions before the Planning Commission and City Council provide an opportunity for policy-direction early in the process prior to finalization of the draft Housing Element. Based on discussions with staff, we suggest conducting an initial study session with the Planning Commission once the draft RHNA is released by SCAG in February 2020. The study session would focus on education, establishing the context of the Housing Element, RHNA/site requirements, and consequences of non-compliance. With this as background, KWA will facilitate a discussion of potential housing element sites and strategies to address the RHNA. The goal of this study session will be to develop direction on a housing element sites strategy, including potential new housing sites to address the RHNA along with a sufficient sites buffer.

Following the community workshops (described below), an additional study session would be conducted before the Planning Commission and City Council to share the community direction on housing sites, and to finalize the sites strategy to include in the Element.

Community Workshops will be interactive in nature, and geared towards presenting information in non-technical terms understandable to the lay public. The initial community workshop will emphasize education, including the City's housing needs and current programs. A discussion of the RHNA and existing sites and shortfalls will be presented, and participants will be asked to identify potential sites for inclusion in the sites inventory.

At the subsequent community workshop, we will prepare a series of maps and photos of potential housing element sites identified in the first workshop, as well as sites identified by the Planning Commission and through the on-line housing survey. We will facilitate group discussion on the merits of each site, and conduct a dot exercise for attendees to identify a package of housing sites to which adequately address Calabasas' assigned RHNA.

At the conclusion of the two public workshops, KWA will prepare a summary report of community comments and recommendations for presentation in study sessions before the Planning Commission and City Council.

Upon completion of HCDs review, **public hearings** will be conducted before the Planning Commission and City Council on the Element. KWA will assist staff in presentation of the Element, and as necessary, discuss any outstanding policy issues and work with the City's decision-makers towards resolution.

CEQA COMPLIANCE

Rincon Consultants will prepare a Master EIR, or alternatively a Mitigated Negative Declaration, that will encompass the Housing Element update, as well as minor amendments to the Land Use Element, Circulation Element and Safety Element. Rincon will contract directly with the City for these services, and has submitted a separate scope of work and budget for this effort. The project schedule included in the Housing Element scope incorporates preparation of the Master EIR/MND as well as the Land Use, Circulation and Safety Element amendments.

PROJECT DELIVERABLES

The following products are included within KWAs scope of services for the 2021-2029 Housing Element. All products and PowerPoint presentations will be provided to the City electronically, along with a reproducible hard copy for making additional copies.

Community Outreach Program

- ✓ On-Line Survey of Housing Needs & Sites, and Survey Report
- ✓ Community Workshop materials
- ✓ Summary Report of Community Recommendations
- ✓ Planning Commission/City Council Study Session materials
- ✓ Planning Commission/City Council Public Hearing materials

Housing Element

- ✓ Screencheck Draft Housing Element for staff review (3 copies plus reproducible)
- ✓ Revised screencheck Draft Housing Element for PC/CC (one reproducible)
- ✓ Public/HCD Review Draft Housing Element (3 copies plus reproducible)
- ✓ Memo identifying changes to Draft Element in response to HCD (as *necessary*)
- ✓ Public hearing Draft Housing Element (5 copies, plus one reproducible)
- ✓ Final approved Housing Element (5 copies, plus one reproducible)

PROJECT SCHEDULE

The following presents a general project schedule for the Calabasas Housing Element, subject to refinement based on further discussions with staff. The schedule integrates Rincon Consultants' scope of services for preparation of the Master EIR as well as the Land Use, Circulation and Safety Element amendments. The proposed schedule provides for Element adoption in August 2021, prior to the October 2021 deadline.

1. Project Kick-off	March 2020
2. Update Existing Sites inventory (per AB 1397, building permits issued, entitled projects)	April
3. Identification of potential additional sites	May
4. Public Outreach and vetting of sites: ✓ On-Line Community Survey ✓ Planning Commission Study Session ✓ Community Workshops (2) ✓ Planning Commission, City Council Study Session	June - September
5. Screen Draft Housing Element	November
6. Public Review Draft Housing Element HCD 60 day review of Draft Element	January 2021- February
7. Screen Draft/Draft Land Use, Circulation, Safety Elements	January
8. CEQA Screen Draft Master EIR Public Review Draft EIR Final EIR	February March May
9. Public Hearing Draft Element Planning Commission/City Council Public Hearings Submittal of Adopted Element to HCD	May - August

EXHIBIT B
FEE SCHEDULE

PROJECT BUDGET 2021-2029 CITY OF CALABASAS HOUSING ELEMENT

	Staff Person Hourly Rate	Warner \$165 # hours	Mendez \$100 # hours	Graphics \$95 # hours	<u>TOTAL</u>
Task					
1	Element Introduction	4			\$660
2	Review of Existing Housing Element	12	16		\$3,580
3	Housing Needs Assessment/RHNA	40	80	16	\$16,120
4	Site Availability	60		24	\$12,180
5	Potential Housing Constraints	24	40		\$7,960
6	Housing Resources	8	12		\$2,520
7	Housing Plan	40	40		\$10,600
8	Draft Housing Element/HCD Review	60	24	6	\$12,870
9	Final Housing Element/Submittal to HCD	16	4	4	\$3,420
10	Public Participation				
	<i>Housing Needs Survey</i>	24	40	4	\$8,340
	<i>Council/ Commission Study Sessions (3)</i>	24	12	12	\$6,300
	<i>Community Workshops (2)</i>	32	16	12	\$8,020
	<i>Council/Commission Public Hearings (2)</i>	16	8	4	\$3,820
	Subtotal	360	292	82	\$96,390
	<u>Direct Costs</u>				
	Reproduction/Mileage/Miscellaneous				\$1,200
	CoreLogic Purchase				\$250
	CoStar Purchase (est.)				\$250
	TOTAL				\$98,090



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/03/2020

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 have ADDITIONAL INSURED provisions or 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).

PRODUCER SelectSolutions Insurance Services 1107 Investment Blvd Suite 100 El Dorado Hills CA 95762	CONTACT NAME: Ellen Ostler PHONE (A/C, No, Ext): (866) 500-6359 FAX (A/C, No): (925) 951-0077 E-MAIL ADDRESS: elleno@selectsolutionsins.com																					
INSURED KAREN WARNER ASSOCIATES, INC. 882 N HOLLISTON AVE PASADENA CA 91104	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td style="width: 80%;">INSURER A:</td> <td>Citizens Insurance Company of America</td> <td style="text-align: center;">31534</td> </tr> <tr> <td>INSURER B:</td> <td>Travelers Casualty and Surety Company of America</td> <td style="text-align: center;">31194</td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></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:	Citizens Insurance Company of America	31534	INSURER B:	Travelers Casualty and Surety Company of America	31194	INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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COVERAGES **CERTIFICATE NUMBER:** 19/20 **REVISION NUMBER:**

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS																
A	<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 checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER		Y	OB39936025	05/23/2019	05/23/2020	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$ 2,000,000</td></tr> <tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td style="text-align: right;">\$ 300,000</td></tr> <tr><td>MED EXP (Any one person)</td><td style="text-align: right;">\$ 5,000</td></tr> <tr><td>PERSONAL & ADV INJURY</td><td style="text-align: right;">\$ 2,000,000</td></tr> <tr><td>GENERAL AGGREGATE</td><td style="text-align: right;">\$ 4,000,000</td></tr> <tr><td>PRODUCTS - COM/OP AGG</td><td style="text-align: right;">\$ 4,000,000</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> </table>	EACH OCCURRENCE	\$ 2,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000	MED EXP (Any one person)	\$ 5,000	PERSONAL & ADV INJURY	\$ 2,000,000	GENERAL AGGREGATE	\$ 4,000,000	PRODUCTS - COM/OP AGG	\$ 4,000,000		\$		
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 City of Calabasas, its officers, employees, agents and volunteers are included as Additional Insured on General Liability policy per the attached endorsement.

CERTIFICATE HOLDER City of Calabasas Attn: Tom Bartlett, City Planner 100 Civic Center Way Calabasas CA 91302	CANCELLATION 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 <div style="text-align: right;"><i>Leticia Trevino</i></div>
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESSOWNERS LIABILITY SPECIAL BROADENING ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

SUMMARY OF COVERAGES	Limits	Page
1. Additional Insured by Contract, Agreement or Permit	Included	1
2. Additional Insured - Broad Form Vendors	Included	2
3. Alienated Premises	Included	3
4. Broad Form Property Damage - Borrowed Equipment, Customers Goods and Use of Elevators	Included	3
5. Incidental Malpractice (Employed Nurses, EMT's and Paramedics)	Included	3
6. Personal and Advertising Injury - Broad Form	Included	4
7. Product Recall Expense	Included	4
Product Recall Expense Each Occurrence Limit	\$25,000 Occurrence	5
Product Recall Expense Aggregate Limit	\$50,000 Aggregate	5
Product Recall Deductible	\$500	5
8. Unintentional Failure to Disclose Hazards	Included	6
9. Unintentional Failure to Notify	Included	6

This endorsement amends coverages provided under the Businessowners Coverage Form through new coverages and broader coverage grants. This coverage is subject to the provisions applicable to the Businessowners Coverage Form, except as provided below.

The following changes are made to **SECTION II - LIABILITY**:

1. Additional Insured by Contract, Agreement or Permit

The following is added to **SECTION II - LIABILITY, C. Who Is An Insured**:

Additional Insured by Contract, Agreement or Permit

a. Any person or organization with whom you agreed in a written contract, written agreement or permit to add such person or organization as an additional insured on your policy is an additional insured 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, but only with respect to:

- (1) "Your work" for the additional insured(s) designated in the contract, agreement or permit;

- (2) Premises you own, rent, lease or occupy; or

- (3) Your maintenance, operation or use of equipment leased to you.

b. The insurance afforded to such additional insured described above:

- (1) Only applies to the extent permitted by law; and

- (2) Will not be broader than the insurance which you are required by the contract, agreement or permit to provide for such additional insured.

- (3) Applies on a primary basis if that is required by the written contract, written agreement or permit.

- (4) Will not be broader than coverage provided to any other insured.

- (5) Does not apply if the "bodily injury", "property damage" or "personal and advertising injury" is otherwise excluded from coverage under this Coverage Part, including any endorsements thereto.

c. This provision does not apply:

- (1) Unless the written contract or written agreement was executed or permit was issued prior to the "bodily injury", "property damage", or "personal injury and advertising injury".
- (2) To any person or organization included as an insured by another endorsement issued by us and made part of this Coverage Part.
- (3) To any lessor of equipment:
 - (a) After the equipment lease expires; or
 - (b) If the "bodily injury", "property damage", "personal and advertising injury" arises out of sole negligence of the lessor.
- (4) To any:
 - (a) Owners or other interests from whom land has been leased if the "occurrence" takes place or the offense is committed after the lease for the land expires; or
 - (b) Managers or lessors of premises if:
 - (i) The "occurrence" takes place or the offense is committed after you cease to be a tenant in that premises; or
 - (ii) The "bodily injury", "property damage", "personal injury" or "advertising injury" arises out of structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor.
- (5) To "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" or the offense which caused the "personal and advertising injury" involved the rendering of or failure to render any professional services by or for you.

d. With respect to the insurance afforded to these additional insureds, the following is added to **SECTION II - LIABILITY, D. Liability and Medical Expense Limits of Insurance:**

The most we will pay on behalf of the additional insured for a covered claim is the lesser of the amount of insurance:

1. Required by the contract, agreement or permit described in Paragraph a.; or
2. Available under the applicable Limits of Insurance shown in the Declarations.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations

e. All other insuring agreements, exclusions, and conditions of the policy apply.

2. Additional Insured - Broad Form Vendors

The following is added to **SECTION II - LIABILITY, C. Who Is An Insured:**

Additional Insured - Broad Form Vendors

- a. Any person or organization that is a vendor with whom you agreed in a written contract or written agreement to include as an additional insured under this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business.
- b. The insurance afforded to such vendor described above:
 - (1) Only applies to the extent permitted by law;
 - (2) Will not be broader than the insurance which you are required by the contract or agreement to provide for such vendor;
 - (3) Will not be broader than coverage provided to any other insured; and
 - (4) Does not apply if the "bodily injury", "property damage" or "personal and advertising injury" is otherwise excluded from coverage under this Coverage Part, including any endorsements thereto
- c. With respect to insurance afforded to such vendors, the following additional exclusions apply:

The insurance afforded to the vendor does not apply to:

 - (1) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reasons of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement;
 - (2) Any express warranty unauthorized by you;

- (3) Any physical or chemical change in the product made intentionally by the vendor;
- (4) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instruction from the manufacturer, and then repackaged in the original container;
- (5) Any failure to make such inspection, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business in connection with the sale of the product;
- (6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- (7) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor;
- (8) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
- The exceptions contained within the exclusion in subparagraphs (4) or (6) above; or
 - Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
- (9) "Bodily injury" or "property damage" arising out of an "occurrence" that took place before you have signed the contract or agreement with the vendor.
- (10) To any person or organization included as an insured by another endorsement issued by us and made part of this Coverage Part.
- (11) Any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.
- d. With respect to the insurance afforded to these vendors, the following is added to **SECTION II - LIABILITY, D. Liability and Medical Expense Limits of Insurance**:
- The most we will pay on behalf of the vendor for a covered claim is the lesser of the amount of insurance:
- Required by the contract or agreement described in Paragraph a.; or
 - Available under the applicable Limits of Insurance shown in the Declarations;
- This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.
- 3. Alienated Premises**
- SECTION II - LIABILITY, B. Exclusions, 1. Applicable To Business Liability Coverage k. Damage to Property, paragraph (2) is replaced by the following:**
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises and occurred from hazards that were known by you, or should have reasonably been known by you, at the time the property was transferred or abandoned.
- 4. Broad Form Property Damage - Borrowed Equipment, Customers Goods, Use of Elevators**
- The following is added to **SECTION II - LIABILITY, B. Exclusions, 1. Applicable To Business Liability Coverage, k. Damage to Property**:
Paragraph (4) does not apply to "property damage" to borrowed equipment while at a jobsite and not being used to perform operations.
Paragraph (3), (4) and (6) do not apply to "property damage" to "customers goods" while on your premises nor to the use of elevators.
 - For the purposes of this endorsement, the following definition is added to **SECTION II - LIABILITY, F. Liability and Medical Expenses Definitions**:
 - "Customers goods" means property of your customer on your premises for the purpose of being:
 - Worked on; or
 - Used in your manufacturing process.
 - The insurance afforded under this provision is excess over any other valid and collectible property insurance (including deductible) available to the insured whether primary, excess, contingent or on any other basis.
- 5. Incidental Malpractice - Employed Nurses, EMT's and Paramedics**
- SECTION II - LIABILITY, C. Who Is An Insured, paragraph 2.a.(1)(d) does not apply to a nurse,**



CITY of CALABASAS
CITY COUNCIL AGENDA REPORT

DATE: MARCH 2, 2020

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: THOMAS BARTLETT, A.I.C.P., CITY PLANNER *TB*

SUBJECT: CONSIDERATION OF A PROFESSIONAL SERVICES AGREEMENT WITH RINCON CONSULTANTS, INC. IN THE AMOUNT OF \$750,000 AND HAVING A TERM CONCLUDING ON JUNE 30, 2025, FOR: A) PREPARATION OF AMENDMENTS TO THE SAFETY ELEMENT, CIRCULATION ELEMENT, AND LAND USE ELEMENT OF THE CALABASAS 2030 GENERAL PLAN IN COORDINATION WITH THE 6TH RHNA CYCLE HOUSING ELEMENT UPDATE, AND AS NECESSARY TO COMPLY WITH CALIFORNIA LAW; B) PREPARATION OF AN ENVIRONMENTAL IMPACT REPORT FOR ALL GENERAL PLAN AMENDMENTS, INCLUSIVE OF THE 6TH RHNA CYCLE HOUSING ELEMENT UPDATE; AND, C) PROVISION OF ON-GOING EXPERT ENVIRONMENTAL AND PLANNING SERVICES, TO INCLUDE PREPARATION OF ENVIRONMENTAL IMPACT ANALYSES, TECHNICAL STUDIES, AND RELATED PLANNING SUPPORT.

MEETING DATE: MARCH 11, 2020

SUMMARY RECOMMENDATION:

Staff recommends that the City Council approve a professional services agreement with Rincon Consultants, Inc. in the amount of \$750,000, and having a term concluding on June 30, 2025, for: A) preparation of amendments to the Safety Element, Circulation Element, and Land Use Element of the Calabasas 2030 General Plan in coordination with the 6th RHNA Cycle Housing Element update, and as necessary to comply with California law; B) preparation of an Environmental Impact Report for all General Plan amendments, inclusive of the 6th RHNA Cycle

Housing Element update; and, C) provision of on-going expert environmental and planning services, to include preparation of environmental impact analyses, technical studies, and related planning support.

BACKGROUND:

In December 2008 the City Council approved and adopted a comprehensively rewritten General Plan for the City – the Calabasas 2030 General Plan. Rincon Consultants, Inc. was the principal contracting consultant behind that effort, and Karen Warner Associates was a key sub-consultant, responsible for the Housing Element component. The 2030 General Plan has been amended from time to time following its original adoption, with the most substantial amendment being an updated Housing Element in 2014 (also prepared by Karen Warner Associates).

As staff has previously reported to the City Council, to include an overview of the RHNA process on September 25, 2019, the sixth cycle of the State-mandated Regional Housing Needs Assessment (RHNA) process has been under way for more than one year and is nearing conclusion. The new RHNA cycle covers the 2022 - 2029 planning period, and it requires another round of updates for local cities' housing elements. Late last year, the SCAG region received from the California Department of Housing and Community Development (HCD) a regional allocation of 1,344,740 total new housing units for the planning period. Shortly afterward SCAG issued draft RHNA sub-allocations to the individual cities and counties in the region, including the City of Calabasas. Calabasas received a preliminary draft allocation of 351 total new housing units, with 290 of those units (more than 80% of the total) to fall into Moderate Income, Low Income, and Very Low Income affordability categories. Local governments' individual sub-allocations of the RHNA will be finalized by SCAG in October of this year; and we will have one year from that time – until October 2021 – to complete and adopt a new Housing Element to accommodate our allocated RHNA share.

DISCUSSION/ANALYSIS:

The Housing Element update itself is proposed to be accomplished by a housing specialist – Karen Warner Associates, the same firm that prepared the City's past two Housing Elements. The Karen Warner Associates PSA is being delivered to the City Council as a separate item for consideration, with its own staff report.

Unlike the previous Housing Element update, this new update of the Housing Element will also require updates to both the Land Use Element and the Circulation Element to maintain consistency between and among the various General Plan

elements, as required under State law. The previous Housing Element update was able to avoid corresponding updates to other General Plan elements because the GPAC, professional planning team, and decision-makers had wisely built in to the plan sufficient future housing sites (including mixed-use sites), to cover a second round of RHNA without a need to re-designate additional properties for residential use or higher density residential use. Unfortunately, this new 6th RHNA cycle brings substantially higher RHNA numbers, coupled with more stringent State housing laws and site qualification limitations. Consequently, the City's existing housing sites inventory will be well short of adequate, and consideration must now be given to adding new housing sites to satisfy the RHNA demand and HCD requirements. Meanwhile, updates to the Safety Element and the Circulation Element are now also needed to comply with other new State laws specific to those General Plan elements.

The result of all this is that in concert with the Housing Element update, a fairly robust and broad-reaching update to the General Plan needs to be accomplished, along with an associated Environmental Impact Report (EIR). To accomplish the General Plan element updates plus preparation and circulation of an EIR, expertise is needed from a qualified and proven environmental and planning firm. Furthermore, the work to be performed by this firm must dovetail with the Housing Element update itself. Accordingly, staff secured a proposal from Rincon Consultants. Rincon was selected because of the firm's depth of knowledge and experience with the City and with the City's General Plan in particular. Additionally, for more than fifteen years Rincon has continually provided exceptional environmental review service work on behalf of the City addressing a wide variety of development projects and for several City efforts. Rincon also has a proven track record of working collaboratively with Karen Warner Associates.

Meanwhile, the Community Development Department's Planning Division has continuously retained a bench of pre-qualified environmental review services and planning services firms for the purpose of preparing environmental review analyses and reports, as necessary to comply with the provisions of the California Environmental Quality Act (CEQA). For the past approximately 15 years, Rincon Consultants has been one of those retained firms, and Rincon Consultants is presently under a contract for such services with a not-to-exceed limit of \$500,000, and an end date of July 1, 2022. As of February 28, 2020, \$256,576.73 had been expended against this contract, leaving \$243,423.27 remaining under the not-to-exceed limit. (It is important to note that CEQA work performed under the existing contract is funded by funds collected from project developers, and does not draw from General Fund.) City policy is to maintain only one single contract with any given service provider, contractor or consultant; consequently, a PSA to be considered with Rincon Consultants for a work scope that includes the General Plan updates and the associated EIR must be combined

with a work scope which includes the environmental and planning consulting work associated typically with project CEQA reviews. For that reason, the proposed work scope under the proposed PSA includes both of these components.

On February 10, 2020, Rincon Consultants submitted a proposal for these work efforts – the proposal is contained within the professional services agreement (PSA) which is attached to this report (Attachment A). Should the City Council vote to approve this PSA, then it the existing PSA with Rincon Consultants will be closed out and the new PSA will replace it.

FISCAL IMPACT/SOURCE OF FUNDING:

The proposed professional services agreement includes a total not-to-exceed limit of \$750,000, of which \$234,821 would apply to the General Plan updates and the associated EIR, and this amount would come from the General Fund. Accordingly, it will be necessary to amend the City Budget covering the 2020 – 2021 and 2021 – 2022 fiscal years to accomplish the work covered under this first component of the contract. The remaining amount, \$515,179, applies to the second work scope component – the environmental and planning consulting work associated typically with project CEQA reviews – which is paid using funds collected from project developers. No budgetary amendment is required for this component.

REQUESTED ACTION:

Based on the company’s outstanding work record, knowledge and experience, Staff recommends that the City Council approve a professional services agreement with Rincon Consultants, Inc. in the amount of \$750,000, and having a term concluding on June 30, 2025, for: A) preparation of amendments to the Safety Element, Circulation Element, and Land Use Element of the Calabasas 2030 General Plan in coordination with the 6th RHNA Cycle Housing Element update, and as necessary to comply with California law; B) preparation of an Environmental Impact Report for all General Plan amendments, inclusive of the 6th RHNA Cycle Housing Element update; and, C) provision of on-going expert environmental and planning services, to include preparation of environmental impact analyses, technical studies, and related planning support.

ATTACHMENTS:

Attachment A - Professional Services Agreement between the City of Calabasas and Rincon Consultants, Inc., in the amount of, and not to exceed, \$750,000.00.



CITY of CALABASAS

PROFESSIONAL SERVICES AGREEMENT

CONTRACT SUMMARY

Name of Contractor:	Rincon Consultants, Inc.
City Department in charge of Contract:	Community Development Department
Contact Person for City Department:	Tom Bartlett
Period of Performance for Contract:	March 1, 2020 – July 1, 2025
Not to Exceed Amount of Contract:	\$750,000.00
Scope of Work for Contract:	A) Preparation of amendments to the Safety Element, Circulation Element, and Land Use Element of the Calabasas 2030 General Plan in coordination with the 6 th RHNA Cycle Housing Element update, and as necessary to comply with California law; B) Preparation of an Environmental Impact Report for all General Plan amendments, inclusive of the 6 th RHNA Cycle Housing Element update; and, C) Provision of on-going expert environmental and planning services, to include preparation of environmental impact analyses, technical studies, and related planning support

Insurance Requirements for Contract:

yes no - Is General Liability insurance required in this contract?

If yes, please provide coverage amounts:

yes no - Is Auto insurance required in this contract?


If yes, please provide coverage amounts:

yes no - Is Professional insurance required in this contract?

If yes, please provide coverage amounts:

yes no - Is Workers Comprehensive insurance required in this contract?

If yes, please provide coverage amounts:

Initials: (City) _____ (Contractor) 

Other:

Proper documentation is required and must be attached.

Initials: (City) _____ (Contractor) 

PROFESSIONAL SERVICES AGREEMENT
(Rincon Consultants, Inc.)

1. IDENTIFICATION

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

2. RECITALS

- 2.1 City has determined that it requires the following professional services from a consultant: A) Preparation of amendments to the Safety Element, Circulation Element, and Land Use Element of the Calabasas 2030 General Plan in coordination with the 6th RHNA Cycle Housing Element update, and as necessary to comply with California law; B) Preparation of an Environmental Impact Report for all General Plan amendments, inclusive of the 6th RHNA Cycle Housing Element update; and, C) Provision of on-going expert environmental and planning services, to include preparation of environmental impact analyses, technical studies, and related planning support.
- 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 are as set forth in Exhibit A, attached hereto as and incorporated herein by this reference, inclusive of Consultant’s February 10, 2020 proposal to City.
- 3.2 “Approved Fee Schedule”: Such compensation rates as are set forth in Exhibit B, which is attached hereto and incorporated herein by this reference.
- 3.3 “Commencement Date”: March 1, 2020.
- 3.4 “Expiration Date”: July 1, 2025.

Initials: (City) _____ (Contractor) 

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 Seven Hundred and Fifty Thousand Dollars (\$750,000.00) unless specifically approved in advance and in writing by City.
- 5.2 Consultant shall perform all work to the highest professional standards of Consultant’s profession and in a manner reasonably satisfactory to City. Consultant shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 *et 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. Mr. Joe Power, Principal and Vice President, 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.

Initials: (City) _____ (Contractor) 

- 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, drawings, plans, 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) _____ (Contractor) 

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) _____

(Contractor) 

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.

11.1.4 Professional Errors and Omissions Insurance with coverage limits of not less than One Million Dollars (\$1,000,000).

- 11.2 Consultant shall require each of its subcontractors to maintain insurance coverage that meets all of the requirements of this Agreement.

- 11.3 The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A:VII in the latest edition of Best's Insurance Guide.

- 11.4 Consultant agrees that if it does not keep the aforesaid insurance in full force and effect, City may either (i) immediately terminate this Agreement; or (ii) take out the necessary insurance and pay, at Consultant's expense, the premium thereon.

Initials: (City) _____

(Contractor) 

- 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. If this contract provides service to a Homeowners Association, that Homeowners Association must be listed as an additional insured in addition to the City.
- 11.8 The insurance provided by Consultant shall be primary to any coverage available to City. Any insurance or self-insurance maintained by City and/or its officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.
- 11.9 All insurance coverage provided pursuant to this Agreement shall not prohibit Consultant, and Consultant's employees, agents or subcontractors, from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against the City.
- 11.10 Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of City, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Consultant shall procure a bond 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: Thomas Bartlett
Telephone: (818) 224-1600
Facsimile: (818) 225-7329

If to Consultant:

Rincon Consultants, Inc.
180 N. Ashwood Avenue
Ventura, CA 93003
Attn: Joe Power
Telephone: (805) 644-4455
Facsimile: (805) 644-4240

Initials: (City) _____ (Contractor) *JS*

With courtesy copy to:

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

16. SURVIVING COVENANTS

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

17. TERMINATION

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

18. GENERAL PROVISIONS

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

Initials: (City) _____

(Contractor) 

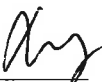
- 18.3 The captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph thereof at the head of which it appears, the 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 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.
- 18.10 In consideration of this agreement, consultant (or artist(s), or performer(s) grants to city and its officers and employees, the right to film, through photography, video, or other media, the performance(s) contemplated under this agreement. The city is authorized to use of the performer(s) name(s) and/or Artist approved photographs. The city is also authorized, without limitation, to broadcast or re-broadcast the performance(s) on City CTV, through the city's website, news media, or through other forms of media (e.g. streaming).

Initials: (City) _____

(Contractor) _____



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

“City”
City of Calabasas

By: _____
Ron Ahlers, C. F. O.

Date: _____

By: _____
Alicia Weintraub, Mayor

Date: _____

“Consultant”
Rincon Consultants, Inc.

By: _____
Michael P. Gialketsis, Vice President

Date: 3/3/2020

By: _____
Joe Power, Vice President

Date: 3/2/2020

Attest:

By: _____
Maricela Hernandez, MMC, CPMC
City Clerk

Date: _____

Approved as to form:

By: _____
Scott H. Howard
Colantuono, Highsmith & Whatley, PC
City Attorney

Date: _____

EXHIBIT A SCOPE OF WORK

The scope of work consists of two distinct and separate components as outlined below.

- I. Consultant is expected to perform the following on-call planning and environmental analysis services, with knowledge and understanding that the specific tasks required for each project will vary based on the pertinent issues, and these specific tasks will be determined and mutually agreed upon prior to start of work:
 - A. Prepare all environmental documents and notices in the manner required by CEQA and the CEQA Guidelines, including, but not limited to, Initial Studies; Draft NOIs, NOPs and NOEs, draft NDs, MNDs and EIRs; Final NOIs, NOEs, NDs, MNDs, and EIRs; and Notices of Determination.
 - B. As necessary, prepare any technical studies needed to complete the environmental review (e.g., geotechnical reports, traffic impact reports, oak tree reports, biological assessments, visual impact analyses, noise studies, air quality studies, cultural/historic resources surveys, hydrological studies and other studies.)
 - C. File all notices with the Los Angeles County Clerk and/or State Clearinghouse, and any other State agency as may be appropriate.
 - D. Attend all project hearings before the Planning Commission and City Council, and other public meetings as needed.
 - E. Peer review of technical reports prepared by other consultants, including, but not limited to: oak tree reports, air quality studies, cultural resources surveys, biological assessments, geotechnical reports, traffic impact reports, visual impact analyses, noise studies, and hydrological studies.
 - F. Additional services such as acting as the City Arborist, City Cultural Resources Specialist, or other resource specialist as needed.
 - G. Activities related to condition compliance, monitoring and reporting.
 - H. Processing of other government agency permits as may be necessary (e.g. California Department of Fish and Wildlife, US Fish and Wildlife, US Army Corps of Engineers, etc.)
 - I. Work under the supervision of the Planning Division during the completion of the environmental work.
- II. Concurrently and cooperatively with the 6th RHNA Cycle Housing Element update (by Karen Warner Associates, Inc. under separate agreement), and as detailed in Consultant's February 10, 2020 proposal to City, a copy of which is found on the following pages and is hereby incorporated by this reference:
 - A. Prepare an update to the Calabasas 2030 General Plan, to include updates to the Land Use, Circulation, and Safety Elements; and,

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- B. Prepare an Environmental Impact Report (EIR), as required under CEQA, identifying, analyzing and documenting the potential environmental impacts associated with the aforementioned updates to the Calabasas 2030 General Plan.**



Rincon Consultants, Inc.

180 North Ashwood Avenue
Ventura, California 93003

805 644 4455 OFFICE AND FAX

info@rinconconsultants.com
www.rinconconsultants.com

February 10, 2020
Project No. 19-08750

Tom Bartlett, AICP, City Planner
City of Calabasas
100 Civic Center Way
Calabasas, CA 91302
Via email: tbartlett@cityofcalabasas.com

Subject: Proposal to Prepare City of Calabasas General Plan Update and CEQA Documentation

Dear Mr. Bartlett:

Rincon Consultants, Inc. (Rincon) is pleased to submit this proposal to prepare the General Plan Update and CEQA documentation for the City of Calabasas. This proposal includes our general work scope and cost to prepare the General Plan Update and either a Program Environmental Impact Report (EIR) or an Initial Study Negative Declaration/Mitigated Negative Declaration (IS-ND/MND). Our proposed work program for either CEQA approach assumes that the decision to prepare the EIR is made at the outset of the process.

Scope of Work

Task 1 Kick-off Meeting

The Rincon team will prepare for and attend a formal kick-off project meeting with City staff to discuss the refined scope and project schedule and collect relevant information, set-up stakeholder lists, and become familiar with key concerns in the City.

Task 2 Administrative Draft Element Updates

Rincon will update the following General Plan Elements concurrently with the Housing Element.

Safety Element

The element will include information about the regulatory and governance issues surrounding natural and human-related hazard abatement including applicable local, state, and federal policies and regulations. Rincon will use the State's Office of Planning & Research 2017 General Plan Guidelines to update the Safety Element to ensure consistency with the State's latest requirements and guidance, including: SB 379 *Vulnerability and Adaptation*; SB 1241 *Fire Risks*; and SB 1030 *Safety Element Update Requirements*. The Safety Element Update will focus on ensuring alignment with and/or integration of other City plans such as the Las Virgenes-Malibu Council of Governments Multi-Jurisdictional Hazard Mitigation Plan. The element will set up the framework for any updates necessary to the municipal code, including the potential for a disaster recovery ordinance to help the city organize and expedite recovery in advance of a declared disaster and to mitigate hazardous conditions before and after such a disaster.



Circulation Element

Rincon will work with the Fehr and Peers to update the Circulation Element with updated traffic modeling and goals, policies, and programs, consistent with the City's land use vision and recent legislation (e.g. Senate Bill 375). The analysis of existing and future vehicle miles traveled (VMT) and traffic volumes will be used to optimize Calabasas's transportation system to serve residents, employees, and visitors. The 2016 Southern California Association of Governments (SCAG) Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS) model will be used to forecast baseline and future VMT in the City of Calabasas. As part of the SB 743 implementation process, Fehr & Peers will be working with the City to determine any updates needed to the SCAG model to reflect the socio-economic data (SED) for the baseline and future year models by traffic analysis zone (TAZ). The roadway network, including number of travel lanes and travel speeds, will also be reviewed and updated as needed. As part of the SB 743 implementation study, Fehr & Peers will be preparing VMT metrics for the City by TAZ. If desired, these VMT metrics can be used to inform the City on the areas that are the most "VMT efficient" and could be best suited for more housing. Providing additional housing in VMT efficient areas can help the City achieve the goals of SB 743 and eliminate significant transportation impacts with the new CEQA thresholds. To conduct the VMT analysis for the Housing and Circulation Elements, the model's SED will be updated to reflect the proposed land use changes using the future version of the SCAG model.

Fehr & Peers will also prepare a limited traffic operations analysis. While LOS is not needed for the CEQA document, the City may desire some amount of analysis to inform the land use changes being considered. Given that the Housing Element is a programmatic level document and that details such as site access and driveway locations will not be available, we recommend considering roadway segment capacity instead of studying individual intersections. Fehr & Peers has assumed that up to 15 roadway segments would be analyzed. Existing daily traffic counts would be collected over a 48-hour period to determine the average daily traffic (ADT) volume for up to 15 roadway segments. Traffic forecasts would then be developed based on the land use changes with the Housing Element. Traffic operations for the roadway segments would be completed for Existing, Existing plus Project, Future, and Future plus Project conditions.

Land Use Element

As the Land Use Element is the policy guide concerning the physical, social, economic, and environmental development of the City, Rincon may assist the City in looking beyond the present conditions and identify future opportunities to position the City to deliberately manage and guide a sustainable development course for the future. Rincon will update the Land Use Element goals, policies, and programs to guide future land use, development, redevelopment and public investment in services, facilities and infrastructure. Rincon will analyze all compiled data from the Housing Element Update to prepare charts and matrices required for the update. Rincon may help with prepare maps, as necessary. Rincon will help the City in ensuring all updates will meet State General Plan requirements found in Government Code Section 65302(f) and will be consistent with the most recent (2017) *General Plan Guidelines*.

Environmental Justice Policies

Senate Bill 1000 requires all cities to address environmental justice issues upon update of two or more General Plan Elements. To incorporate environmental justice into the General Plan, "disadvantaged



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General Plan Update and CEQA Support

communities” must be identified and then strategies need to be developed to mitigate and reduce environment-related health risks within these communities. Rincon will work with the City to develop the most appropriate method to identifying disadvantaged communities, which may involve the CalEnviroScreen tool provided by the California Environmental Protection Agency (Cal EPA). If disadvantage communities are identified, Rincon will then incorporate policies to reduce the environmental health impacts that adversely affect residents in disadvantaged communities into the Element Updates.

Task 3 Public Review Draft Element Updates

Rincon will respond to one round of consolidated City and stakeholder comments on the Administrative Draft Element Updates. Rincon assumes that the City will be responsible for publishing and circulating the Draft for public review, but can amend our scope and budget to assist with that task if required.

Task 4 Final Element Updates

Rincon will inventory all public comments on a comment/proposed response sheet for review/concurrence by the City’s project lead. We will flag conflicting comments and consult with the City to rectify them. We will seek sign-off on the comment/response sheet before incorporating changes into the final Element Updates. The final Element Updates will be formatted to be incorporated into an updated design that is still consistent with the existing General Plan style.

Task 5 Public Participation

1. **Study Sessions (3)**- Public study sessions before Planning Commission and City Council will meet three times throughout the project to provide feedback and expertise. Rincon will attend meetings to provide input on technical issues on the Element Updates and the CEQA document. We will compile our notes at each meeting to aid in the creation of meeting summaries for the City to use and distribute internally as appropriate.
1. **Community –wide workshops (2)** - Rincon will attend up to 3 community meetings to provide information regarding the Element Updates and the CEQA document.
2. **Public Hearings (2)** - Rincon will attend and respond to questions regarding the draft Element Updates at two public hearings. The team will take notes of comments and make the necessary revisions based on feedback provided by the City decision makers.

Task 6 CEQA

Work scopes for both an IS-ND/MND and a EIR are described below:

Initial Study-Negative Declaration/Mitigated Negative Declaration

1. **Administrative Draft IS-ND/MND** - Rincon will prepare an internal review (Administrative) Draft IS-ND/MND using the CEQA Appendix G environmental checklist. Rincon will use the City’s preferred format. The Administrative Draft IS will address all of the items on the CEQA environmental checklist and will include reasoned analysis to support all checklist conclusions. To the maximum extent feasible, existing technical studies will be used. As applicable, impacts will be quantified and compared to quantitative significance thresholds. Rincon will submit an



electronic copy of the Administrative Draft IS-ND/MND for City review in PDF and/or Word format.

2. **Public Review Draft IS-ND/MND** - Rincon will respond to City comments on the Administrative Draft IS-ND/MND and prepare the Public Review Draft IS-ND/MND. Rincon will be responsible for mailing the Notice of Intent (NOI) to adopt an ND/MND to the State Clearinghouse and responsible agencies, and will prepare a newspaper notice. We assume that the City will be responsible for publishing the notice in a local newspaper. We will provide one electronic (PDF) copy of the Public Review Draft IS-ND/MND for posting on the City's website and up to 25 CD copies for distribution.
3. **Final IS-ND/MND** - Upon receipt of public comments on the Public Review Draft IS-ND/MND, Rincon will prepare draft responses to comments for City review and prepare the Administrative Final IS-ND/MND. This scope of work includes 50 professional staff hours to respond to public comments. If mitigation measures are included in the IS-ND/MND this will include the Mitigation Monitoring and Reporting Program (MMRP), which will be a table listing all mitigation measures and indicating what monitoring actions are required, the department(s) responsible for monitoring, and when monitoring is to occur. Prior to or following IS-ND/MND approval, we will provide a PDF of the Final IS-ND/MND (including responses to comments and the MMRP) and up to 15 CD copies and 15 hardcopies. We have assumed that the City will be responsible for filing a Notice of Determination (NOD) and paying applicable filing fees. Rincon will assist with filling out the NOD form.
4. **Public Hearings** - Rincon will attend two public hearings on the IS-ND/MND. If desired, we will make a presentation summarizing the environmental review process and IS-ND/MND conclusions.
5. **Project Management** - This task will involve general management of internal staff, budget management, and attendance at internal meetings with the City. Telephone conference calls can be scheduled as necessary.

Program EIR

The CEQA document will be a Program EIR, which is intended to streamline the later environmental review of projects or approval included within the project, plan or program analyzed in the EIR. Accordingly, the EIR will, to the greatest extent feasible, evaluate the cumulative impacts, growth inducing impacts, and irreversible significant effects on the environment of subsequent projects. Once a Program EIR has been certified, subsequent activities within the program (in this case the General Plan Update, including the by-right zoning of RHNA sites) may be evaluated to determine what, if any, additional CEQA documentation needs to be prepared. If the EIR addresses the program's effects specifically and comprehensively, many subsequent activities may be found to be consistent with the EIR mitigation parameters and additional environmental documentation may not be required (CEQA Guidelines Section 15177). In this case, the EIR will serve a valuable purpose as the first-tier environmental analysis that will assist in streamlining and possibly exempting future projects from CEQA with the idea that the EIR can be used for such exemptions when projects are consistent with the Housing Element. The EIR includes the following scope:

1. **Notice of Preparation** - Rincon will work with City staff to develop a project description and will prepare a draft Notice of Preparation (NOP) for City staff to review. The NOP is intended to alert other public agencies about the undertaking, and to solicit their input on the scope of the study.

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City of Calabasas
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Rincon will submit a final PDF copy of the NOP to City staff for posting on its website and for distribution to public agencies. It is assumed that the City will distribute the NOP using the City's distribution list. Rincon will review and make suggestions regarding the list. Rincon will be responsible for filing the NOP with the County Clerk and State Clearinghouse/OPR.

2. **Scoping Meeting** - Rincon will facilitate a public and agency scoping meeting associated with the release of the NOP. The Scoping Meeting will be held during the 30-day NOP period to introduce the community to the EIR process and obtain input on the EIR scope of work. It will include a brief presentation, followed by public comment and input from meeting attendees. Rincon will prepare a summary of all input gathered, which will be included in the Draft EIR along with any written public comments received during NOP comment period.
3. **Administrative Draft EIR** - Rincon will prepare an Administrative Draft EIR in compliance with CEQA requirements using information gathered as part of the General Plan update effort and comments on the NOP, as well as information from other recent CEQA documents. The Administrative Draft EIR will include the following sections:
 - **Executive Summary.** This section will provide a summary of the entire EIR, including a summary of impacts and mitigation measures in matrix format.
 - **Introduction and Environmental Setting.** The introduction will describe the purpose of the EIR, the scope of issues to be addressed, and present the organization of the report.
 - **Project Description.** The project description will contain the City's objectives for the General Plan Update; a summary of goals, policies, programs, and development regulations; a forecast of growth/development under the General Plan; and graphical depiction of the proposed land use plan. The project description will also include all anticipated subsequent projects, which may include parcel-specific approvals, consistent with the overall General Plan. The description of subsequent projects will include information with regard to the kind, size, intensity, and location of the subsequent projects consistent with CEQA Guidelines Section 15176.
 - **Analysis, Impacts, and Mitigation Measures.** Analysis of impacts will include four main components:
 1. Setting (description of current conditions with respect to the issue in question, including the existing regulatory environment)
 2. Impact analysis (discussion of potentially significant effects of the proposed project; impacts are typically compared to established "thresholds of significance")
 3. Programmatic mitigation measures (methods by which significant effects can be reduced or eliminated)
 4. Level of significance after mitigation (discussion of whether or not proposed mitigation measures reduce impacts to below the adopted significance threshold)

Issues to be analyzed in a programmatic framework will include:

Aesthetics. The aesthetic analysis will consider such issues as alteration of public views, changes in visual character, and increased light and glare. The analysis will also consider consistency with relevant City documents addressing design and development standards.



Air Quality. This section will be prepared in accordance with South Coast Air Quality Management District (SCAQMD) guidance. Both temporary construction effects and long-term regional effects will be considered. If feasible, the analysis will quantify regional emissions for subsequent projects. However, since the General Plan is not a project, the analysis will focus on comparing growth potential under the General Plan to growth forecasts contained in the SCAQMD's Air Quality Management Plan to determine significance.

Biological Resources. The section will describe baseline conditions, assess direct and indirect impacts to existing biological resources from future development, and identify feasible mitigation measures, if required. The section will address potential impacts to biological resources, including special status plant and wildlife species, critical habitat, sensitive communities and jurisdictional waters, natural stands of protected trees, and other biological resources. Baseline information will be based on existing information and other recent biological surveys conducted in/near Calabasas, including state and federal sensitive species databases (such as the California Natural Diversity Database (CNDDDB)).

Cultural Resources. This analysis will address archaeological, paleontological, and historic resources. Resources listed on the National Register of Historic Places (NRHP) and the California Register of Historical Resources (CRHR) will be identified, as will any local landmarks or areas of known archaeological resource sensitivity. Rincon will also conduct the SB 18 and AB 52 consultations (described further under Tribal Resources).

Energy. This section will address energy demand and availability, including any wasteful use of energy. Energy use will be estimated based on standard demand factors and compared to state and local consumption. As appropriate, energy providers will be contacted to verify their ability to meet local energy needs.

Geology and Soils. This section will discuss the potential for geologic hazards, including fault rupture, groundshaking, landsliding, liquefaction/slope stability, erosion, and subsidence. It will rely on information from the Las Virgenes-Malibu Council of Governments Multi-Jurisdictional Hazard Mitigation Plan and updates to the General Plan Safety Element.

Greenhouse Gas Emissions. This analysis will consider the proposed General Plan's potential contribution to cumulative impacts related to greenhouse gas (GHG) emissions and climate change. An overview of the current regulatory framework regarding GHGs/climate change will be provided, addressing the requirements of AB 32, SB 32, SB 97, and SB 375, as well as the California Air Resources Board's 2017 Scoping Plan. The analysis will quantify carbon dioxide equivalent units associated with future development facilitated by the General Plan and compare these emissions to appropriate thresholds. Programmatic mitigation will be identified as appropriate.

Hazards and Hazardous Materials. This section will discuss the potential for impacts relating to hazardous materials transport, storage, and use. The analysis will be based on searches of online databases and in consideration of federal, state, and local regulations pertaining to hazardous materials.



Hydrology and Water Quality. The hydrology and water quality analysis will evaluate potential impacts related to hydrological conditions and flooding as well as potential impacts to surface and groundwater quality. As appropriate, National Pollutant Discharge Eliminate System (NPDES) and associated local regulations will be cited.

Land Use and Planning. This section of the EIR will examine land use policy issues, including an objective discussion of whether and how the proposed General Plan is consistent with existing City policy documents and regional plans and policies, such as the Southern California Association of Governments' Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS).

Noise. The noise analysis will examine both temporary construction noise and long-term operational noise. Noise model calculations will be included as an appendix to the EIR, and the technical analysis will be summarized. Traffic noise will be estimated based on data from the technical memorandum on roadway operations to be prepared by Fehr & Peers.

Population and Housing. It is not anticipated that the proposed General Plan would directly displace people or housing. Therefore, this section will focus on a comparison of potential population and housing growth to SCAG regional growth forecasts for the City.

Public Services and Recreation. This section will address potential impacts relating to police protection and fire protection services, schools, and parks and recreational facilities. This will involve contact with local service agencies to determine service levels and existing and projected gaps in service. The analysis will focus on whether General Plan growth would create the need for new or expanded facilities, the construction of which may cause significant environmental effects.

Transportation/Traffic. As detailed under Circulation Element in Task 2 Administrative Draft Element Updates, Fehr and Peers will utilize the future year VMT and traffic volume forecasts to evaluate the impact of the proposed General Plan Update on the transportation network's intersections and roadway segments. Fehr & Peers will conduct a VMT analysis for the Element Updates. The VMT metrics calculated will then be compared to baseline conditions to determine the change in VMT with the growth anticipated under the Housing Element. Based on OPR guidance, VMT for housing projects should be based on the metric of "VMT per capita." Therefore, the VMT per capita of the City with the Housing Element will be compared to the VMT per capita of the City under baseline conditions. In addition, the VMT per capita of the City with the Housing Element will be compared to the SCAG regional average. Transportation impacts will be assessed based on the VMT impact thresholds adopted by the City through the SB 743 implementation study. Fehr & Peers will prepare a technical memorandum that will be included as an appendix to the EIR document and relevant portions of the memorandum will be modified to become the Transportation/Traffic impact section of the EIR.

Tribal Cultural Resources. This analysis will identify any potential tribal resources in Calabasas and whether those resources would be impacted as a result of Native American



Consultation. Rincon will assist the City staff with Native American government-to-government consultation in accordance with SB 18 and AB 52. The results of the consultation process will be summarized in the Tribal Resources section of the EIR.

Utilities and Service Systems. This section will discuss potential impacts related to water supply and service systems, wastewater conveyance and treatment systems, and solid waste collection and disposal systems. The evaluations of service systems will involve contact with the service providers. Utility demands will be estimated based on standard factors and compared to available system capacities.

Wildland Fire. This section will address potential impacts related to wildland fire. State fire hazard maps will be consulted and areas potentially subject to significant wildland fire risk will be identified. As appropriate, measures related to the creation of defensible space will be developed.

Alternatives. As required by CEQA, the EIR will consider alternatives to the General Plan Update. These will likely include alternative land use scenarios that have previously been developed and additional scenarios that are oriented around addressing identified significant impacts of the proposed project. Up to four alternatives, including the "no project" alternative will be studied. These will be developed in coordination with City staff. The alternatives analysis will be less detailed than the project analysis, but will identify the magnitude of each impact and associated mitigation requirements.

Other CEQA Sections. The EIR will provide, in addition to the sections discussed above, all other required CEQA sections, including areas of known controversy, growth inducement effects, and significant irreversible impacts.

4. **Screen Check Draft EIR.** Following staff review of the Administrative Draft EIR, Rincon will incorporate appropriate revisions and prepare a Screen Check Draft EIR. The Screen Check version will be provided in digital format.
5. **Public Draft EIR** - Once the City approves the Screen Check Draft EIR, Rincon will prepare the Public Draft EIR, the Notice of Completion (NOC) and Notice of Availability (NOA) for public circulation. Rincon will prepare and distribute the required copies of the Public Draft EIR, NOC and NOA to the State Clearinghouse. Rincon will also file the NOA with the County Clerk. City staff will distribute the NOA to responsible agencies and interested agencies, organizations, and persons. The City will be responsible for required newspaper ads and other public noticing of the document's availability, such as radius label mailing or onsite posting. As required by State law, the Draft EIR will require at least a 45- day public review period. Rincon will provide one electronic copy of the Public Draft EIR, 25 CD copies for distribution, and one hardcopy.
6. **Final EIR** - The Final EIR will be completed after the review period has closed and all comments submitted during that period have been received. The Final EIR will include corrections to the Draft EIR (if warranted), comments received, and responses. It will also include a Mitigation Monitoring and Reporting Plan (MMRP). Rincon assumes that the City will prepare CEQA Findings of Fact, Resolutions and a Statement of Overriding Considerations, as the City has typically prepared these documents in the past. However, Rincon can prepare these documents, if needed.



The Final EIR will include the following tasks:

Responses to Comments. Rincon will prepare draft response to comments, based on a review of the comment letters received and coordination with City staff and legal counsel to discuss the comments received and proposed responses. This scope of work includes 100 professional staff hours to respond to public comments. Following internal comments on the draft responses, Rincon will prepare the final Responses to Comments/Final EIR.

Mitigation Monitoring and Reporting Program. Concurrent with the Response to Comments, Rincon will prepare the MMRP, which will be provided in a format designed for use by planners, environmental monitors, or code enforcement officers. Essentially, this plan will take the form of a detailed table that describes:

- Persons/agencies responsible for monitoring compliance with each condition
- Timing when monitoring must occur
- Frequency of monitoring
- Criteria to be used to determine compliance with conditions

The final version of the MMRP will be incorporated as an appendix to the Final Program EIR.

Publication of Final EIR. Rincon will provide the Final EIR, including responses to comments, MMRP, Findings, and Statement of Overriding Considerations (if required, and provided by the City). A Screen Check version of the Final EIR will be provided prior to publication. Rincon will prepare 15 hardcopies of the Final EIR, 15 CD copies, and an electronic copy (Word Format/PDF).

Notice of Determination. Rincon will assist in the preparation and filing of the Notice of Determination. The City will pay the applicable filing fees. Within one day of Final EIR certification and approval of the General Plan, Rincon will submit the draft Notice of Determination (NOD) to City staff for delivery to the County Clerk and/or State Clearinghouse.

6. **Public Hearings** - Rincon will attend two public hearings on the EIR. If desired, we will make a presentation summarizing the environmental review process and EIR conclusions.
7. **Project Management** - This task will involve general management of internal staff, budget management, and attendance at internal meetings with the City. Telephone conference calls can be scheduled as necessary.



Cost

The cost to prepare the Element Updates and an IS-ND/MND in accordance with the work program described herein, would be \$148,201. The cost to prepare the Element Updates and a Program EIR, in accordance with the work program described herein, would be \$234,821. Both work programs include the cost of Fehr & Peers' traffic analyses. The tables on the following pages show a breakdown of costs by task for each option.

Thank you for the opportunity to work with the City on this project. If you have any questions or require additional information, please contact Lexi Journey at 805-644-4455 (ext. 43) or Joe Power at 805-644-4455 (ext. 12).

Sincerely,
Rincon Consultants, Inc.

Lexi Journey, MESM
Senior Environmental Planner

Joe Power, AICP CEP
Principal/Vice President

Attachments

Attachment 1 Fehr and Peers Scope of Work and Cost Estimate

Professional Services Agreement
 City of Calabasas//Rincon Consultants, Inc.



City of Calabasas
 General Plan Update and CEQA Support

RINCON CONSULTANTS, INC.
 City of Calabasas General Plan Update and IS-ND/MND
 Cost Estimate

Tasks	Rincon Labor Classification ->			Principal / Director	Senior Professional I	Professional II	SE/CADD Specialist	Production Specialist	Technical/Administrative Assistant I
	Labor Cost	Direct Expenses	Hours	\$220	\$145	\$115	\$95	\$85	\$45
Task 1: Kick-off Meeting	\$2,208		13	4	8				1
Task 2: Administrative Draft Element Updates									
Safety Element	\$9,400		71	4	8	40	36	2	1
Circulation Element	\$4,300	\$60,473	41	2	8	20	8	2	1
Land Use Element	\$4,800		41	2	8	20	8	2	1
Environmental Justice Policies	\$4,570		37	2	8	20	4	2	1
Task 3: Public Review Draft Element Updates	\$4,880		42	2	8	20	6	1	
Task 4: Final Element Updates	\$4,880		42	2	8	20	6	1	
Task 5: Public Participation	\$9,820		56	24	33				
Task 6: CEQA Documentation									
Administrative Draft IS-ND/MND	\$12,575	\$740	97	8	29	50	4	1	2
Public Review Draft IS-ND/MND	\$4,438	\$250	37	2	8	20	1	2	4
Final IS-ND/MND, RTC and MEMSP	\$6,880	\$430	53	4	18	30		2	1
Public Hearings (up to two)	\$2,820	\$170	16	8	8				
Project Management			85	30	50				
SUBTOTAL COST	\$8,838	\$62,363	634	\$ 30,480	\$ 38,888	\$ 27,400	\$ 3,035	\$ 2,499	\$ 1,340

Direct Cost Summary	
Vehicle Costs	\$ 132
Sound Level Metering Field Equipment	\$ 602
Printing Costs	\$ 482
Reproduction CDs	\$ 402
Traffic Subconsultant	\$ 82,473
Subtotal Additional Costs	\$ 82,383

Professional Services are based on Rincon's standard fee schedule and labor classifications. The above is provided as an estimate of Rincon's effort per task. Rincon may need to adjust between effort and fee, as long as the total contract price is not exceeded.

Summary	
Professional Fees Subtotal	\$ 91,338
Direct Costs Subtotal	\$ 82,383
TOTAL PROJECT BUDGET	\$ 144,361



City of Calabasas
 General Plan Update and CEQA Support

RINCON CONSULTANTS, INC.
 City of Calabasas General Plan Update and Master EIR
 Cost Estimate

Tasks	Rincon Labor Classification			Principal / Director	Senior Professional / Professional II	Professional II	ES/EA/CE/Spec/MLP	Production Specialist	Principal/Consultant per Month
	Labor Cost	Direct Expenses	Hours						
Task 1: Kick-off Meeting	\$2,108		23	8	8				3
Task 2: Administrative Draft Element Updates									
Safety Element	\$8,400		73	4	8	40	10	2	1
Circulation Element	\$4,800	\$80,473	41	2	8	20	8	2	1
Land Use Element	\$4,800		41	2	8	20	8	2	1
Environmental Analysis Policies	\$4,500		37	2	8	20	4	2	1
Task 3: Public Review Draft Element Updates	\$4,988		42	2	8	20	6	0	
Task 4: Final Element Updates	\$4,984		42	2	8	20	6	0	
Task 5: Public Participation	\$9,800		56	24	32				
Task 6: CEQA Documentation									
Notice of Preparation	\$3,703		32	2	4	16	0		4
Scoping Meeting	\$1,340		12	4	6	3			
Administrative Draft Master EIR	\$372		4						4
Executive Summary	\$1,245		10	3	1	6	2		
Intro and Environmental Setting	\$1,853		16	1	3	8	4		
Project Description	\$2,840		22	2	12				
Impact Analysis									
Aesthetics	\$3,910		32	2	6	26	8		
Air Quality	\$4,070		32	2	6	24			
Biological Resources	\$4,800		40	2	6	30	3		
Cultural Resources	\$4,950		40	2	6	30	3		
Energy	\$2,400		38	2	4	32			
Geology and Soils	\$2,780		32	2	2	26	2		
Greenhouse Gas Emissions	\$3,220		26	2	4	20			
Hazardous and Hazardous Materials	\$2,700		32	2	2	28	2		
Hydrology and Water Quality	\$2,700		22	2	2	16	2		
Land Use and Planning	\$3,880		30	2	6	20	2		
Noise	\$4,450	\$740	36	2	6	24	4		
Population and Housing	\$1,880		15	1	2	12			
Public Services and Recreation	\$3,150		24	2	6	18			
Transportation/Traffic	\$3,070		24	2	6	12	4		
Tribal Cultural Resources	\$3,780		38	4	6	16	2		
Utilities and Service Systems	\$3,510		38	2	4	20	2		
Wildland Fire	\$2,580		38	2	4	12	2		
Alternatives (up to 4)	\$4,800		38	4	6	24	4		
Other CEQA Sections	\$2,495		20	1	3	16			
Screen Check Draft Master EIR	\$8,560		64	8	10	24	16		
Public Draft Master EIR	\$2,715	\$344	30	1	4	4	3		20
Final EIR, ITC, MMP, NDD	\$15,452	\$1,580	112	16	16	56			4
Public Hearings (up to two)	\$4,580	\$170	24	12	12				
Project Management	\$18,316		112	48	60				11
SUBTOTAL COST	\$73,882	\$83,813	618	\$7,180	\$7,706	\$6,600	\$1,872	\$2,700	\$3,322

Direct Cost Summary

Vehicle Costs	\$ 500
Specialized Monitoring Field Equipment	\$ 400
Printing Costs	\$ 1,316
Reproduction (CDs)	\$ 800
Traffic Subcontractor	\$ 65,473
Subtotal Additional Costs	\$ 68,318

Professional Services - are based on Rincon's standard fee schedule and labor classifications. The above is provided as an estimate of Rincon's effort per task. Rincon may need to update budget estimates if the tasks are long as the time contract price is not estimated.

Summary

Professional Fees Subtotal	\$ 171,507
Direct Costs Subtotal	\$ 68,318
TOTAL PROJECT BUDGET	\$ 239,825



City of Calabasas Housing Element Update Scope of Work for Transportation Study

The intention of this scope of work is to provide the transportation impact analysis needed to support the City of Calabasas Housing Element. The scope of work assumes that the EIR will rely on the new CEQA guidance that base transportation impacts on vehicle miles traveled instead of level of service. We have also assumed a limited amount of level of service analysis (if desired by the City). While not considered a CEQA impact, level of service can still be used to inform decision makers about the effects of the proposed land use changes.

Task 1 – VMT Analysis

The 2016 SCAG RTP/SCS model will be used to forecast baseline and future VMT in the City of Calabasas. As part of the SB 743 implementation process, Fehr & Peers will be working with the City to determine any updates needed to the SCAG model to reflect the socio-economic data (SED) for the baseline and future year models by traffic analysis zone (TAZ). The roadway network, including number of travel lanes and travel speeds, will also be reviewed and updated as needed.

As part of the SB 743 implementation study, Fehr & Peers will be preparing VMT metrics for the City by TAZ. If desired, these VMT metrics can be used to inform the City on the areas that are the most "VMT efficient" and could be best suited for more housing. Providing additional housing in VMT efficient areas can help the City achieve the goals of SB 743 and eliminate significant transportation impacts with the new CEQA thresholds.

To conduct the VMT analysis for the Housing Element, the model's SED will be updated to reflect the proposed land use changes using the future version of the SCAG model. The VMT metrics will then be compared to baseline conditions to determine the change in VMT with the growth anticipated under the Housing Element. Based on OPR guidance, VMT for housing projects should be based on the metric of "VMT per capita." Therefore, the VMT per capita of the City with the Housing Element will be compared to the VMT per capita of the City under baseline conditions. In addition, the VMT per capita of the City with the Housing Element will be compared to the SCAG regional average.

Transportation impacts will be assessed based on the VMT impact thresholds adopted by the City through the SB 743 implementation study. Fehr & Peers will prepare a technical memorandum that can be used by Rincon to inform the Transportation Section of the EIR.



Task 2 – Traffic Operations Analysis

A limited traffic operations analysis is proposed as part of this task. While LOS is not needed for the CEQA document, the City may desire some amount of analysis to inform the land use changes being considered. Given that the Housing Element is a programmatic level document and that details such as site access and driveway locations will not be available, we recommend considering roadway segment capacity instead of studying individual intersections. For the purpose of developing the cost estimate, we have assumed that up to 15 roadway segments would be analyzed.

Existing daily traffic counts would be collected over a 48-hour period to determine the average daily traffic (ADT) volume for up to 15 roadway segments. Traffic forecasts would then be developed based on the land use changes with the Housing Element. Traffic operations for the roadway segments would be completed for Existing, Existing plus Project, Future, and Future plus Project conditions.

The results of the operational analysis would be reported in a technical memorandum.

Task 3 – Meetings

We will attend up to three meetings as part of this study which could include project team meetings and/or public hearings.

FEE PROPOSAL - CITY OF CALABASAS HOUSING ELEMENT TRANSPORTATION STUDY


	Principal in Charge	Project Manager	Senior Planner	Modeler	Engineer/Planner	Graphics/Admin Support	Total Hours	Total Cost
	\$285	\$190	\$165	\$140	\$135	\$150		
Labor								
1. VMT Analysis	18	40	8	20	8	8	102	\$19,130
2. Traffic Operations Analysis	14	32	10	8	60	8	132	\$22,140
3. Meetings	15	15	0	0	0	0	30	\$7,125
Total Hours	47	87	18	28	68	16	264	\$48,395
Other Direct Costs								
Reimbursables (communications, reproduction, local travel)								\$1,940
Traffic Counts (15 roadway segments)								\$2,250
Total Other Direct Costs								\$4,190
Total Cost								\$52,585

Professional Services Agreement
 City of Calabasas//Rincon Consultants, Inc.

EXHIBIT B APPROVED FEE SCHEDULE

Consistent with the Scope of Work, the Approved Fee Schedule consists of two distinct and separate components as outlined below.

- I. Fees and charges associated with Part I of the Approved Scope of Work shall not exceed a sum of \$515,179.00, and all billings will be based upon the below schedule:

 Rincon Consultants, Inc.	
Standard Fee Schedule for Environmental Sciences and Planning Services	
Professional, Technical & Support Personnel*	Hourly Rate
Principal II	\$240
Director II	\$240
Principal I	\$220
Director I	\$220
Senior Supervisor II	\$205
Supervisor I	\$195
Senior Professional II	\$175
Senior Professional I	\$160
Professional IV	\$145
Professional III	\$130
Professional II	\$115
Professional I	\$105
Associate III	\$95
Associate II	\$90
Associate I	\$82
Project Assistant	\$75
Senior GIS Specialist	\$140
GIS/CADD Specialist II	\$125
GIS/CADD Specialist I	\$112
Technical Editor	\$112
Production Specialist	\$88
Clerical	\$75

* Professional classifications include: environmental scientists, urban planners, biologists, geologists, marine scientists, GHG verifiers, sustainability experts, cultural resources experts and other professionals. Expert witness services consisting of depositions or in-court testimony are charged at the hourly rate of \$350.

Direct Costs	Rate
Photocopies – Black and White	\$0.20 (single sided) & \$0.36 (double sided)
Photocopies – Color	\$1.50 (single sided) & \$3.20 (double sided)
Photocopies – 11 x 17	\$0.50 (B & W) & \$3.20 (color)
Oversized Maps	\$8.00/square foot
Reproduction: CDs and USB Flash Drive	\$15 / disc and \$20/flash drive
Light duty /Passenger Vehicles**	\$85/day
4-WD/Off-Road Vehicles**	\$135/day

** \$0.65/mile for mileage over 50 and for all miles incurred in employee-owned vehicles.

Other direct costs associated with the execution of a project, that are not included in the hourly rates above, are billed at cost plus 15%. These may include, but are not limited to, laboratory and drilling services, subcontractor services, authorized travel expenses, permit charges and filing fees, mailings and postage, performance bonds, sample handling and shipment, rental equipment and vehicles other than covered by the above charges.

Annual Escalation – Standard rates subject to annual escalation

Payment Terms – All fees will be billed to Client monthly and shall be due and payable upon receipt. Invoices are delinquent if not paid within ten (10) days from receipt.

Page 1

Effective July 1, 2019



Equipment	Day Rate
Environmental Site Assessment	
Brass Sample Sleeves, Bailers, Disposable Bailers	\$25
Water Level Indicator, DC Purge Pump	\$40
Hand Auger Sampler	\$55
Oil-Water Interface Probe	\$85
Four Gas Monitor or Photo-Ionization Detector	\$120
Soil Vapor Extraction Monitoring Equipment	\$140
Flame Ionization Detector	\$200
Natural Resources Field Equipment	
Trimble GPS (sub-meter accuracy)	\$190
UAS Drone	\$250
Pettersson Bat Ultrasound Detector/Recording Equipment	\$150
Spotting or Fiberoptic Scope	\$150
Amphibian/Vernal Pool Field Package: (digital camera, GPS, thermometer, decon chlorine, waders, float tube, hand net, field microscope)	\$150
Remote Field Package, (digital camera, GPS, thermometer, binoculars, tablet and mifi, Delorme Satellite Beacon, 24-Hour Safety Phone)	\$125
Sound Level Metering Field Package: anemometer, tripod and digital camera.	\$100
Standard Field Package (digital camera, GPS, thermometer, binoculars, tablet, safety equipment, and botanic collecting equipment)	\$95
Fisheries Equipment Package: (waders, wetsuits, dip nets, seine nets, bubblers, buckets)	\$50
Water Quality Equipment (DO, pH, Turbidity, refractometer, temperature)	\$55
Large Block Nets	\$100
Minnow trap	\$85
Infrared Sensor Digital Camera or Computer Field Equipment	\$50
Scent Station	\$20
Laser Rangefinder/Altitude	\$10
Net, Hand/Large Seine	\$10/\$50
Pit-fall Traps, Spotlights, Anemometer, GPS Units, Sterilized Sample Jar	\$8
Mammal Trap, Large/Small	\$1.50/\$.50
Water & Marine Resources Equipment	
Refractometer (salinity) or Turbidity Meter	\$35
Multi Parameter Sonde (Temp, Cond, Turbidity, DO, pH) with GPS	\$150
Boat (20 ft. Boston Whaler or Similar)	\$300
Boat (26 ft. Radon or Similar)	\$550
Side Scan or Single Beam Sonar	\$700
Underwater & Marine Sampling Gear includes: U/W Photo/Video Camera, SCUBA Equipment (Tanks, BCD, Regulators, Wetsuits, etc.)	\$50/diver
Marine Field Package (Personal Flotation Devices (PFDs), 100 ft. Reel Tapes w/ Stainless Carabiners, Pelican Floats, Underwater Slates, Thermometer, Refractometer, Anemometer, various Field Guides)	\$50
Insurance, Hazard & Safety Fees	
L & H Dive Insurance	\$50/diver
Hazard Premium (in or Underwater ONLY per/hour)	\$1.25 x hourly
Level C Health and Safety	\$60 person

- II. Fees and charges associated with Part II of the Approved Scope of Work shall not exceed a sum of \$234,821.00, and all billings and invoices will be based upon the schedule contained with Consultant's February 10, 2020 proposal to City.



CERTIFICATE OF LIABILITY INSURANCE

12/17/2020

DATE (MM/DD/YYYY)

1/28/2020

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 have ADDITIONAL INSURED provisions or 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).

PRODUCER Lockton Insurance Brokers, LLC 777 S. Figueroa Street, 52nd Fl. CA License #0F15767 Los Angeles CA 90017 (213) 689-0065	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Crum & Forster Specialty Insurance Co	NAIC # 44520
	INSURER B : Hartford Fire Insurance Company	19682
	INSURER C : Starstone National Insurance Company	25496
	INSURER D :	
	INSURER E :	
	INSURER F :	

INSURED
1462718 Rincon Consultants, Inc.
180 N. Ashwood Ave.
Ventura CA 93003

COVERAGES RINCO01 CERTIFICATE NUMBER: 16059395 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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> SIR: \$50,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	EPK-125280	12/17/2018	12/17/2020	EACH OCCURRENCE \$ 3,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 3,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	72UUNCB5288	2/1/2020	2/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
A	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	N	N	EFX-114134	12/17/2019	12/17/2020	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ XXXXXXXX
C	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	N/A	T10200329	2/1/2020	2/1/2021	<input checked="" type="checkbox"/> PER STATUTE <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
A	Contractors Pollution Liab E&O Liab.-Claims Made	N	N	EPK-125280	12/17/2018	12/17/2020	Limit: \$3,000,000/\$4,000,000 Limit: \$3,000,000/\$4,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The City of Calabasas, its officers and employees are an Additional Insured to the extent provided by the policy language or endorsement issued or approved by the insurance carrier. Waiver of Subrogation applies per attached endorsement(s) or policy language. Insurance provided to Additional Insured(s) is primary and non-contributory as per the attached endorsement or policy language.

CERTIFICATE HOLDER

16059395
City of Calabasas
Risk Manager
100 Civic Center Way
Calabasas CA 91302

CANCELLATION See Attachments

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

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City of Calabasas
Risk Manager

100 Civic Center Way

Calabasas, CA 91302

To whom it may concern:

In our continuing effort to provide timely certificate delivery, Lockton Companies is transitioning to **paperless delivery** of Certificates of Insurance, thus, this is your final hard-copy delivery.

To ensure electronic delivery for future renewals of this certificate, we need your email address. Please contact us via one of the methods below, referencing Certificate ID **16059395**.

- Email: PacificeDelivery@lockton.com
- Phone: (213) 689-2300

If you received this certificate through an internet link where the current certificate is viewable, we have your email and no further action is needed.

In the event your mailing address has changed, will change in the future, or you no longer require this certificate, please let us know using one of the methods above.

The above inbox and phone number below are for automating electronic delivery of certificates only. Please do NOT send future certificate requests to the above inbox or call into the number below.

Thank you for your cooperation and willingness in reducing our environmental footprint.

Lockton Insurance Brokers, LLC - Pacific Series

Lockton Insurance Brokers, LLC

License #0115767

777 S. Figueroa Street, 52nd Fl / Los Angeles, CA 90017-5524

213-689-0065 / FAX: 213-689-0550

lockton.com

Policy Number: EPK-125280

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
Blanket when specifically required in a written contract with the named insured.	Blanket when specifically required in a written contract with the named insured.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section III — Who Is An Insured within the Common Provisions 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" cause, 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.

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.

Policy Number: EPK-125280

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NON-CONTRIBUTORY ADDITIONAL INSURED
WITH WAIVER OF SUBROGATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
CONTRACTORS POLLUTION LIABILITY COVERAGE PART
ERRORS AND OMISSIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) or Organization(s)

Blanket when specifically required in a written contract with the named insured.

- A. SECTION III — WHO IS AN INSURED** within the Common Provisions is amended to include as an additional insured the person(s) or organization(s) indicated in the Schedule shown above, but only with respect to liability arising out of "your work" for that person or organization performed by you, or by those acting on your behalf.
- B. As respects additional insureds as defined above, this insurance also applies to "bodily injury" or "property damage" arising out of your negligence when the following written contract requirements are applicable:
1. Coverage available under this coverage part shall apply as primary insurance. Any other insurance available to these additional insureds shall apply as excess and not contribute as primary to the insurance afforded by this endorsement.
 2. We waive any right of recovery we may have against the person(s) or organization(s) indicated in the Schedule shown above because of payments we make for injury or damage arising out of "your work" performed under a written contract with that person(s) or organization(s).
 3. The term "additional insured" is used separately and not collectively, but the inclusion of more than one "additional insured" shall not increase the limits or coverage provided by this insurance.

This Endorsement does not reinstate or increase the Limits of Insurance applicable to any "claim" to which the coverage afforded by this Endorsement applies.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

The insurance afforded to any such additional insured applies only if the "bodily injury" or "property damage" occurs:

- (1) During the policy period, and
- (2) Subsequent to the execution of such written contract, and
- (3) Prior to the expiration of the period of time that the written contract requires such insurance be provided to the additional insured.

(2) How Limits Apply

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

- (a) The limits of insurance specified in the written contract or written agreement; or
- (b) The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

(3) Additional Insureds Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

(4) Duties in The Event Of Accident, Claim, Suit or Loss

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the additional insured shall be required to comply with the provisions in LOSS CONDITIONS 2. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS – OF SECTION IV – BUSINESS AUTO CONDITIONS, in the same manner as the Named Insured.

E. Primary and Non-Contributory if Required by Contract

Only with respect to insurance provided to an additional insured in 1.D. - Additional Insured If Required by Contract, the following provisions apply:

(3) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in Other Insurance 5.d.

(4) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (3) and (4) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, by the method described in Other Insurance 5.d.

2. AUTOS RENTED BY EMPLOYEES

Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire.

The OTHER INSURANCE Condition is amended by adding the following:

- (4) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.

b. Section III – Version CA 00 01 03 10 of the Business Auto Coverage Form, Physical Damage Coverage, Limit of Insurance, Paragraph C.2 and Version CA 00 01 10 01 of the Business Auto Coverage Form, Physical Damage Coverage, Limit of Insurance, Paragraph C are each amended to add the following:

\$1,500 is the most we will pay for "loss" in any one "accident" to all electronic equipment (other than equipment designed solely for the reproduction of sound, and accessories used with such equipment) that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:

- (1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
- (2) Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or
- (3) An integral part of such equipment.

c. For each covered "auto", should loss be limited to electronic equipment only, our obligation to pay for, repair, return or replace damaged or stolen electronic equipment will be reduced by the applicable deductible shown in the Declarations, or \$250, whichever deductible is less.

9. EXTRA EXPENSE - BROADENED COVERAGE

Under Paragraph A. - COVERAGE - of SECTION III - PHYSICAL DAMAGE COVERAGE, we will pay for the expense of returning a stolen covered "auto" to you.

10. GLASS REPAIR - WAIVER OF DEDUCTIBLE

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

11. TWO OR MORE DEDUCTIBLES

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

If another Hartford Financial Services Group, Inc. company policy or coverage form that is not an automobile policy or coverage form applies to the same "accident", the following applies:

- (1) If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived;
- (2) If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

12. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

The requirement in LOSS CONDITIONS 2.a. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS - of SECTION IV - BUSINESS AUTO CONDITIONS that you must notify us of an "accident" applies only when the "accident" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;
- (3) A member, if you are a limited liability company; or
- (4) An executive officer or insurance manager, if you are a corporation.

13. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure.

14. HIRED AUTO - COVERAGE TERRITORY

Paragraph e. of GENERAL CONDITIONS 7. - POLICY PERIOD, COVERAGE TERRITORY - of SECTION IV - BUSINESS AUTO CONDITIONS is replaced by the following:

- e. For short-term hired "autos", the coverage territory with respect to Liability Coverage is anywhere in the world provided that if the "insured's" responsibility to pay damages for "bodily injury" or "property damage" is determined in a "suit," the "suit" is brought in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

15. WAIVER OF SUBROGATION

TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - of SECTION IV - BUSINESS AUTO CONDITIONS is amended by adding the following:

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 00 03 13
(Ed. 4-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

Schedule

WHERE REQUIRED BY WRITTEN CONTRACT, PROVIDED THE CONTRACT IS SIGNED AND DATED PRIOR TO THE DATE OF LOSS TO WHICH THIS WAIVER APPLIES. IN NO INSTANCE SHALL THE PROVISIONS AFFORDED BY THIS ENDORSEMENT BENEFIT ANY COMPANY OPERATING AIRCRAFT FOR HIRE.

Missouri Special Note: Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.

Per Policy Minimum Waiver Premium by State:

- \$500: AL, AR, CA, CO, CT, DC, HI, ID, IL, IN, IA, KS, ME, MD, MI, MN, MS, MT, NV, NM, OH, OK, OR, PA, RI, SC, SD, UT, VT, WA, WV
- \$250: AK, DE, LA, NY, TN, VA
- \$100: NC (per waiver)
- \$50: WI
- N/A: AZ, FL, GA, KY, MA, MO, NE, NH, NJ, TX

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

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

Endorsement Effective 2/1/2020 Policy No. T10200329
 Insured Rincon Consultants, Inc.
 Insurance Company StarStone National Insurance Company

Endorsement No. 10
 Policy Effective Date 2/1/2020

Countersigned By _____



WC 00 03 13
(Ed. 4-84)



CITY of CALABASAS
CITY COUNCIL AGENDA REPORT

DATE: MARCH 2, 2020

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: DR. GARY J. LYSIK, CITY MANAGER
JOHN R. BINGHAM, ADMINISTRATIVE SERVICES MANAGER



SUBJECT: RECOMMENDATION TO APPROVE A PROFESSIONAL SERVICES AGREEMENT IN AN AMOUNT NOT TO EXCEED \$350,000 FOR A THREE-YEAR PERIOD WITH SECURAL SECURITY CORPORATION FOR SECURITY AND PARKING ENFORCEMENT CITATION SERVICES

MEETING DATE: MARCH 11, 2020

SUMMARY RECOMMENDATION:

It recommended that the City Council approve a Professional Services Agreement (PSA) with Secural Security Corporation for security at various City facilities and citywide parking enforcement citation services for a three-year period.

BACKGROUND:

Secural Security Corporation, founded in 1976 and has been providing security services to the City of Calabasas since 1995. Specifically, they have provided security officer services at various City events when requested, after-hours vehicle patrol service for the Civic Center and recently the Senior Center, Creekside and De Anza parks and the Tennis and Swim Center. Secural also provides locking and unlocking of public restrooms and at Gates Canyon and Grape Arbor Parks as well as other facilities. In addition, they provide citywide parking enforcement citation services on an as needed basis and specific enforcement as directed by the City.

Over the years, this Calabasas business has developed excellent relationships with the Sheriff's Department, School District, Commons Retail and Entertainment center as well as the City. Secural works closely with the Lost Hills Sheriff's Department to handle routine matters typically serviced by municipal law enforcement, in the areas of traffic control, road closures and parking enforcement filling in the gap between the public and private sector services freeing the Sheriff to concentrate their focus on traditional law enforcement and crime prevention duties.

Secural provides a unique combination of services not offered by other security firms and include but are not limited to remote video surveillance linked to their patrol cars and corporate offices, remote video surveillance of the Civic Center, Old Town Park and Ride Facility and De Anza Park and parking enforcement citation services.

Specific duties provided by Secural are outlined in the Scope of Services included in the PSA and include Standing Security Officer Services, Public Safety Vehicle Patrol Service – Armed Response Service, Vehicle Patrol Service-Locking/Unlocking Park Facility Restrooms, Virtual Patrol Service Tour Guard "V.A.S.T. Guard" CCTV Service, Citywide Parking Enforcement Citation Services, Homeless Outreach Services and Community Development/Code Enforcement Department Assistance.

DISCUSSION/ANALYSIS:

For the past several years, Secural has provided security services at various large scale special City events such as the Pumpkin Festival, Arts Festival, and 4th of July Celebration. The local knowledge and familiarity they have acquired over the years is invaluable to the City. Their homegrown expertise of City events and personnel eases the planning and implementation of the various events and programs and has contributed to the success in providing the community with family friendly and safe events.

Since 2011, in conjunction with the Lost Hills Sheriff's Department, the City has contracted with Secural to provide regular and selective parking enforcement citation services. This has provided significant net revenues after fees and has increased safety on the roads for both pedestrians and vehicles.

The scope of services for this new three-year PSA includes the 2% Cost of Living increases as outlined in the Fee Schedule.

The City has been very pleased with services provided over the years by Secural Security Corporation. They continue to work seamlessly with staff and outside agencies and are viewed as an extension of the local law enforcement services

provided by the Los Angeles County Sheriff's Department. They continue to work cooperatively in the community and to incorporate innovative technologies that provide improved services to the citizens of Calabasas. City staff highly recommends Secural and looks forward to continuing this beneficial and productive relationship.

FISCAL IMPACT/SOURCE OF FUNDING:

Approximately \$38,000 for FY 2020 to \$44,000 in FY 2023 from account 10-134-5254-84 for parking enforcement citation services based on a minimum of 25 hours per month. Additional requests for specific services for problem areas will be invoiced separately.

Approximately \$55,000 per year paid from the following accounts related to specific events for security services; 10-512-5252-00, 10-513-5252-00, 10-514-5252-00, 10-516-525-00, 10-517-5252-00 and 50-521-5252-00.

Approximately \$7,500 per year paid from the following accounts based on specific facility for patrol service/armed response; 10-512-5252-00, 10-513-5252-00, 10-514-5252-00, 10-517-5252-00, 50-521-5252-00, 10-136-5500-01, 28-136-5500-01 and 10-518-5500-01.

Approximately \$9,500 per year from the following accounts based on facility, for patrol locking and unlocking facility restrooms; 10-513-5252-00, 10-514-5252-00 and 10-518-5252-00.

Revenue generation annually from parking citations, estimated at \$100,000 - \$125,000 based on past years, posted to account 10-000-4311-00.

REQUESTED ACTION:

It is requested that the City Council approve a Professional Services Agreement with Secural Security Corporation in an amount not to exceed \$350,000 for security and parking enforcement citation services for three years.

ATTACHMENTS: Professional Services Agreement with Secural Security Corporation



CITY of CALABASAS

PROFESSIONAL SERVICES AGREEMENT

CONTRACT SUMMARY

Name of Contractor:	Secural Security Corporation
City Department in charge of Contract:	Administrative Services
Contact Person for City Department:	John Bingham
Period of Performance for Contract:	March 1, 2020 to March 1, 2023
Not to Exceed Amount of Contract:	\$350,000.00
Scope of Work for Contract:	See attached

Insurance Requirements for Contract:

yes no - Is General Liability insurance required in this contract?

If yes, please provide coverage amounts:

yes no - Is Auto insurance required in this contract?

If yes, please provide coverage amounts:

yes no - Is Professional insurance required in this contract?

If yes, please provide coverage amounts:

yes no - Is Workers Comprehensive insurance required in this contract?

If yes, please provide coverage amounts:

Other:

Proper documentation is required and must be attached.

Initials: (City) JB (Contractor) [Signature]

PROFESSIONAL SERVICES AGREEMENT
Secural Security Corporation

1. IDENTIFICATION

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into by and between the City of Calabasas, a California municipal corporation (“City”), and Secural Security Corporation, a California corporation (“Consultant”).

2. RECITALS

- 2.1 City has determined that it requires the following professional services from a consultant: Security Officers Services, Armed Response and Vehicle Patrol, Nightly Facility Security, Special Incident Response, Remote Virtual Automated Video CCTV Monitoring Service, Homeless Outreach Services, Community Development/Code Enforcement Assistance Services and Citywide Parking Enforcement Citation 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 set forth in Consultant’s proposal to City attached hereto as Exhibit A and incorporated herein by this reference.
- 3.2 “Approved Fee Schedule”: Such compensation rates as are set forth in Consultant’s fee schedule to City attached hereto as Exhibit B and incorporated herein by this reference.
- 3.3 “Commencement Date”: March 1, 2020.
- 3.4 “Expiration Date”: March 1, 2023

4. TERM

Initials: (City)



(Contractor)



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

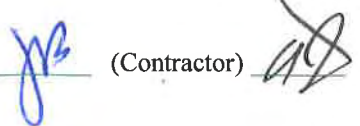
- 5.1 Consultant shall perform the services identified in the Scope of Services. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated 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 **Three Hundred Fifty Thousand Dollars (\$350,000.00)** unless specifically approved in advance and in writing by City.
- 5.2 Consultant shall perform all work to the highest professional standards of Consultant's profession and in a manner reasonably satisfactory to City. Consultant shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 *et 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. **AJ Scola** 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,

Initials: (City)

(Contractor)



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) JB (Contractor) AS

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)



(Contractor)



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.

- 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.

Initials: (City) JB (Contractor) AS

- 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. If this contract provides service to a Homeowners Association, that Homeowners Association must be listed as an additional insured in addition to the City.
- 11.8 The insurance provided by Consultant shall be primary to any coverage available to City. Any insurance or self-insurance maintained by City and/or its officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.
- 11.9 All insurance coverage provided pursuant to this Agreement shall not prohibit Consultant, and Consultant's employees, agents or subcontractors, from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against the City.
- 11.10 Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of City, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Consultant shall procure a bond 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: John Bingham
Telephone: (818) 224-1600
Facsimile: (818) 225-7324

If to Consultant:

A. J. Scola III
Executive Vice President
Secural Corporation
23919 Ventura Blvd.
Calabasas, CA 91302
Telephone: (818) 225-0813
Facsimile: (818) 225-0862

With courtesy copy to:

Initials: (City)



(Contractor)



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

16. SURVIVING COVENANTS

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

17. TERMINATION

17.1. City shall have the right to terminate this Agreement for any reason on five calendar days' written notice to Consultant. Consultant shall have the right to terminate this Agreement for any reason on sixty calendar days' written notice to City. Consultant agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All City data, documents, objects, materials or other tangible things shall be returned to City upon the termination or expiration of this Agreement.

17.2 If City terminates this Agreement due to no fault or failure of performance by Consultant, then Consultant shall be paid based on the work satisfactorily performed at the time of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the services required by this Agreement.

18. GENERAL PROVISIONS

18.1 Consultant shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without City's prior written consent, and any attempt to do so shall be void and of no effect. City shall not be obligated or liable under this Agreement to any party other than Consultant.

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

Initials: (City)



(Contractor)



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

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

Initials: (City)



(Contractor)



- 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 In consideration of this agreement, consultant (or artist(s), or performer(s) grants to city and its officers and employees, the right to film, through photography, video, or other media, the performance(s) contemplated under this agreement. The city is authorized to use of the performer(s) name(s) and/or Artist approved photographs. The city is also authorized, without limitation, to broadcast or re-broadcast the performance(s) on City CTV, through the city's website, news media, or through other forms of media (e.g. streaming).

Initials: (City) js (Contractor) AS

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”
Secural Security Corporation

By: _____
Alicia Weintraub, Mayor

By:  _____
A. J. Scola III, Executive Vice President

Date: _____

Date: 03/03/2020

RT
3-3-2020

By:  _____
John Bingham, Administrative Service Manager

Date: 3-3-2020

Attest:

By: _____
Maricela Hernandez, MMC, CPMC
City Clerk

Date: _____

Approved as to form:

By: _____
Scott H. Howard
Colantuono, Highsmith & Whatley, PC
City Attorney

Date: _____

EXHIBIT A SCOPE OF WORK

Scope #1 Standing Security Officer Services

SECURAL shall provide standing officers for security, crowd management, emergency incidents, and traffic control services for City events when requested by the City.

Scope #2 Public Safety Vehicle Patrol Service-Armed Response Service

- A. SECURAL shall provide twelve (12) hours of vehicle patrol service during the hours of darkness for the Civic Center (City Hall, Library, Senior Center), Creekside Park, Juan Bautista De Anza Park and the Tennis and Swim Center.
- B. Provide twenty-four (24) hour response to Civic Center elevator emergencies when the automated elevator call system contacts Secural.
- C. Provide twenty-four (24) hour multiple officer response to emergency at need requests from the City Manager and staff in regard but not limited to call out for Citywide safety issues and disasters.

Scope #3 Vehicle Patrol Service-Locking/Unlocking Park Facility Restrooms

SECURAL shall lock and unlock the restroom facilities daily at Gates Canyon Park, Grape Arbor Park as well as other facilities upon request. Lock and unlock per schedule Juan Bautista De Anza Park on legal holidays. Nightly security surveillance patrol at the above-mentioned facilities shall also take place to ensure illegal activities and or suspicious persons are reported.

Scope #4 Virtual Automated Security Tour Guard "V.A.S.T.Guard" CCTV service

SECURAL shall provide CCTV spot monitoring of the city facilities, upon the completion of city's internet infrastructure for their CCTV system. V.A.S.T.Guard services will provide remote CCTV surveillance of city sites with in place CCTV systems. This will allow Secural to rapid respond, "at need" when persons or activities are observed via CCTV.

Scope #5 Citywide Parking Enforcement Citation Services

SECURAL shall provide a minimum of twenty-five (25) hours per week of citywide parking enforcement citation services. Service hours will be tailored to specific areas as well as city requests for service to problem areas.

Scope #6 Homeless Outreach Services

Secural shall provide officers who have received specialized mental health training and information about city services, county nonprofit and faith-based services that are available to the homeless. These officers shall be available to respond when homeless-related service calls are reported.

Scope #7 Community Development Department Assistance

Secural shall provide on-call and scheduled assistance to the Community Development Department regarding uniformed assistance on enforcement actions, scheduled follow up visits for pending cases, weekend and after hours call outs for evidence collection on possible code violations within the city.

EXHIBIT B
 APPROVED FEE SCHEDULE

After the first year of the agreement and at the beginning of each fiscal year (March 1) thereafter, the contract will be adjusted based on a 2% Cost of Living Adjustment. The twelve (12) month period shall begin and end during the month, thirty (30) calendar days preceding the anniversary date of the starting of the agreement.

SECURAL SECURITY CORPORATION

NAME OF SERVICES	2020 RATE	2021 RATE	2022 RATE	2023 RATE
HOURLY RATES				
		2%	2%	2%
SUPERVISORY RATE	\$38.45	\$39.22	\$40.00	\$40.80
OFFICER RATE	\$31.66	\$32.29	\$32.94	\$33.60
ON CALL RATE	\$38.45	\$39.22	\$40.00	\$40.80
HOLIDAY OFFICER RATE	\$47.47	\$48.42	\$49.39	\$50.38
HOLIDAY SUPERVISORY RATE	\$57.67	\$58.82	\$60.00	\$61.20
ALARM SERVICE/ARMED RESPONSE				
		2%	2%	2%
MONTHLY CHARGE				
CREEKSIDE PARK	\$23.42	\$23.89	\$24.37	\$24.86
DE ANZA	\$18.26	\$18.63	\$19.00	\$19.38
TENNIS & SWIM CENTER	\$23.79	\$24.27	\$24.76	\$25.26
SENIOR CENTER	\$32.15	\$32.79	\$33.45	\$34.12
VEHICLE PATROL SERVICE				
MONTHLY CHARGE				
GATES CANYON	\$277.45	\$283.00	\$288.66	\$294.43
GRAPE ARBOR	\$277.45	\$283.00	\$288.66	\$294.43
DE ANZA	\$160.78	\$164.00	\$167.28	\$170.63
CITY HALL/LIBRARY/PLAZA/ELEVATORS	\$561.42	\$572.65	\$584.10	\$595.78
SENIOR CENTER	\$192.93	\$196.79	\$200.73	\$204.74
CITY-WIDE PARKING ENFORCEMENT				
CITATION SERVICES				
MONTHLY RATE	\$3,666.17	\$3,739.49	\$3,814.28	\$3,890.57



CITY of CALABASAS

CITY COUNCIL AGENDA REPORT

DATE: FEBRUARY 28, 2020

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: RON AHLERS, CHIEF FINANCIAL OFFICER 

SUBJECT: CONSIDER AGREEMENT WITH CALABASAS CHAMBER OF COMMERCE FOR THREE YEARS IN THE AMOUNT OF \$120,000 FOR SERVICES IN PROMOTING THE CITY OF CALABASAS

MEETING DATE: MARCH 11, 2020

SUMMARY RECOMMENDATION:

Authorization to approve a three-year contract with Calabasas Chamber of Commerce for an amount of \$120,000 (\$40,000 per fiscal year) and to adjust the budget accordingly.

BACKGROUND:

The City of Calabasas contracted with the Calabasas Chamber of Commerce for a number of years to promote the City of Calabasas as an attractive location to live, work and do business. The City has contributed an annual amount for these services. On February 12, 2020, the City Council discussed the contract with the Chamber of Commerce. Chamber representatives had a few concerns about the contract and the contract was tabled to a later date. A few days later, Mayor Weintraub, Council Member Gaines and Chamber President and CEO Bridget Karl met and agreed on modifications to the contract. Attached is the contract with the Calabasas Chamber of Commerce.

DISCUSSION/ANALYSIS:

The City contributed \$21,000 each year for the prior four fiscal years. For fiscal year 2019-20 the amount was increased to \$30,000 when the City Council approved the budget in June 2019. The Calabasas Chamber of Commerce has requested the

dollar amount be increased an additional \$10,000 to \$40,000 for fiscal year 2019-20. The services provided by the Chamber of Commerce have been expanded to include the following additions to section 1, sub-sections F through O of the contract:

F. Utilizing pre-existing communications and public relations procedures in place, promote any City sponsored events upon request of the City, understanding that said promotion will be conducted through existing Chamber infrastructure.

G. Provides services to assist both struggling and growing businesses through advice and counsel coordinated through the Chamber including resources such as SCORE and other similar advisory agencies.

H. Provide at least (6) workshop environments for businesses which can include networking breakfasts, educational luncheons and other type business seminars.

I. Participate in at least one community development event such as the, Pumpkin Festival, the Calabasas Wine Tasting, State of the City Address, Mayoral Luncheon and Calabasas Film Festival.

J. Sponsor tables provided at no additional cost to the City at the Installation Gala and the Mayor's Luncheon, and include a full table, signage, and media and program acknowledgements as a top supporting sponsor. The City agrees to waive all fees to the Chamber for use of Founders Hall twice a year and use of the City Plaza once a year.

K. Promote the City as a major sponsor for all chamber special events at no additional charge.

L. Provide City Council with a quarterly report of existing businesses, new businesses and businesses closing or leaving Calabasas.

M. Schedule up to six visits to Calabasas Chamber businesses with the sitting Calabasas City Mayor each quarter.

N. Introduce new businesses who have joined the Calabasas Chamber of Commerce.

O. Create and provide a Calabasas Guide that includes a map of Calabasas, lists of restaurants, hotels, venues for events and yearly activities in the City of Calabasas.

FISCAL IMPACT/SOURCE OF FUNDING:

The General Fund budget for this expense is currently \$30,000 in fiscal year 2019-20. The proposed contract is in the amount of \$40,000 for fiscal year 2019-20.

REQUESTED ACTION:

Authorization to approve a three year contract with the Calabasas Chamber of Commerce in an amount of \$120,000 (\$40,000 per fiscal year) and to adjust the budget accordingly.

ATTACHMENTS:

1. Proposed Three Year Agreement with Calabasas Chamber of Commerce

AGREEMENT BETWEEN THE CITY OF CALABASAS AND
THE CALABASAS CHAMBER OF COMMERCE

THIS AGREEMENT ("Agreement") is made and entered into as of the 1st day of March, 2020 by and between the City of Calabasas, California, a Municipal Corporation ("City"), and the Calabasas Chamber of Commerce, a California Non-Profit Corporation ("Chamber"). City and Chamber are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

WHEREAS, the City and Chamber desire to promote the City as an attractive location to live, work and do business; and

WHEREAS, the City desires to make available information concerning its activities, and encouraging and facilitating stability and retention of existing businesses, as well as encouraging the location of new businesses in the community; and

WHEREAS, the state law authorizes the expenditure of public monies for such activities; and,

WHEREAS, the Chamber is organized for and willing to promote existing businesses on behalf of the City and to publicize and assist them.

NOW THEREFORE, in consideration of the premises, covenants, and promises hereinafter set forth, the Parties do hereby agree as follows:

1. The Chamber agrees to perform its usual services and activities, including acting as the City's Visitor and Tourism Bureau, during the term of this Agreement, examples of which include:
 - A. Maintain adequate facilities, in a convenient location, of a dignified and professional appearance; provide telephone service; retain qualified personnel to respond to telephone or personal inquiries from citizens, visitors, commercial firms, and potential commercial and light industrial developers concerning the City of Calabasas; and maintain such services in the City during regular business hours.
 - B. Answer promptly all correspondence directed towards the Chamber relative to facilities and opportunities in or available within the City of Calabasas; and disseminate information in and outside of the City.
 - C. Confer with business representatives to encourage and urge the establishment of their business activities within the City of Calabasas.
 - D. Provide, from time to time, informational materials (e.g., maps, directories, brochures) that promote the City of Calabasas as an attractive place to live, work and do business.

Initials: (City) _____ (Contractor) JK

E. Welcome new businesses to the City of Calabasas by both written and personal communications.

F. Utilizing pre-existing communications and public relations procedures in place, promote any City sponsored events upon request of the City, understanding that said promotion will be conducted through existing Chamber infrastructure.

G. Provides services to assist both struggling and growing businesses through advice and counsel coordinated through the Chamber including resources such as SCORE and other similar advisory agencies.

H. Provide at least (6) workshop environments for businesses which can include networking breakfasts, educational luncheons and other type business seminars.

I. Participate in at least one community development event such as the, Pumpkin Festival, the Calabasas Wine Tasting, State of the City Address, Mayoral Luncheon and Calabasas Film Festival.

J. Sponsor tables provided at no additional cost to the City at the Installation Gala and the Mayor's Luncheon, and include a full table, signage, and media and program acknowledgements as a top supporting sponsor. The City agrees to waive all fees to the Chamber for use of Founders Hall twice a year and use of the City Plaza once a year.

K. Promote the City as a major sponsor for all chamber special events at no additional charge.

L. Provide City Council with a quarterly report of existing businesses, new businesses and businesses closing or leaving Calabasas.

M. Schedule up to six visits to Calabasas Chamber businesses with the sitting Calabasas City Mayor each quarter.

N. Introduce new businesses who have joined the Calabasas Chamber of Commerce.

O. Create and provide a Calabasas Guide that includes a map of Calabasas, lists of restaurants, hotels, venues for events and yearly activities in the City of Calabasas.

2. The term of this Agreement shall be from March 1, 2020 through June 30, 2022 unless extended by written agreement of the parties or terminated earlier in accordance with Section 8 ("Term").

3. The Chamber will perform the services set forth in Section 1 during the Term, and the City shall compensate the Chamber for these services in an amount of FORTY THOUSAND DOLLARS annually, per fiscal year ("Compensation"). Total compensation for the term of this agreement is ONE HUNDRED TWENTY THOUSAND DOLLARS.

4. The Chamber agrees that it will not use the Compensation in connection with the election, nomination, support, publicity, endorsement or appointment of any officer or employee of the City or of any other governmental agency, with the sole exception of hosting a Candidate Forum open to all candidates for any elective office or to all views on any ballot measure.

5. The Chamber shall provide the City a quarterly and an annual written report of activities conducted pursuant to this Agreement with sufficient detail and statistics to justify the City's expenditure of public funds. The City shall provide the Chamber an outline of the contents to be covered in the report.

6. The Chairman of the Chamber's Board of Directors, the Chamber President, the City Manager, and the Mayor shall meet regularly to discuss: (i) the coordination of City and Chamber efforts with respect to the economic development of the City of Calabasas; and (ii) items of joint interest and concern for purposes of maintaining positive City-Chamber relations and to set goals and objectives for future projects and programs.

7. The City shall provide, from time to time, and as available, informational material to the Chamber (e.g., brochures, flyers, video) to assist the Chamber in promoting the City of Calabasas.

8. This Agreement may be terminated for any reason by either party on sixty days written notice. From the date of the termination notice, the payment from City to the Chamber, hereunder shall be adjusted on a pro-rated basis to the date of termination. Upon termination of this Agreement, all other rights and obligations of the Parties hereunder shall cease and be of no further force and effect.

9. The Chamber shall not have any right, title or interest in, or right to use, any of the following without the written consent of the City: (i) any designs, logos, symbols, trademarks, service marks, representations or other identification of the City; or (ii) official City photographs.

10. 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).

To City:

City of Calabasas
100 Civic Center Way
Calabasas, CA 91302
Attn: City Manager
Telephone: (818) 224-1600

To Chamber:

Calabasas Chamber of Commerce
23564 Calabasas Road, #216
Calabasas, CA 91302
Attn: President/CEO
Telephone: (818) 222-5680

Initials: (City) _____ (Contractor) BK

13. This instrument contains the entire Agreement between City and Chamber 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 Chamber.

14. This Agreement shall not be effective until the City Council ratifies it.

THIS AGREEMENT is executed as of the day and year first above written.

“CITY”

“CHAMBER”

City of Calabasas

Calabasas Chamber of Commerce

By: _____

By:  _____

Alicia Weintraub, Mayor

Bridget Karl, President & CEO

Date: _____

Date: 2.28.2020

Attest:

By: _____

Maricela Hernandez, MMC, CPMC

City Clerk

Date: _____

Approved as to form:

By: _____

Scott H. Howard, City Attorney

Colantuono, Highsmith & Whatley, PC

Date: _____

Initials: (City) _____ (Contractor) 



CITY of CALABASAS
CITY COUNCIL AGENDA REPORT

DATE: FEBRUARY 28, 2020

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: DR. GARY J. LYSIK, CITY MANAGER
JOHN BINGHAM, ADMINISTRATIVE SERVICES MANAGER

**SUBJECT: DISCUSSION REGARDING CONSIDERATION OF CHANGE TO
DEFAULT RATE PRODUCT – CLEAN POWER ALLIANCE**

MEETING DATE: MARCH 11, 2020

SUMMARY RECOMMENDATION:

That Council discuss consideration of a change to the current Clean Power Alliance (CPA) default rate product for Calabasas residents and businesses from Lean Power, which provides 36% renewable energy content at a 1-2% discount as compared to Southern California Edison (SCE) base rates to Clean Power, which provides 50% renewable energy content at a discount or the same as level compared to SCE rate and give direction to staff.

BACKGROUND:

The City selected an initial default rate product a little over a year ago during the launch of CPA's service to residents and businesses. The Default established an energy rate product that every customer was automatically enrolled in, unless the customer affirmatively opted to a different rate product or opted-out of CPA service all together. Attached are the CPA Staff Report and Policy related to Default Product.

CPA's current rate product options are:

- **Lean Power**, which provides 36% renewable energy content at a 1-2% discount as compared to SCE base rates.
- **Clean Power**, which provides 50% renewable energy content at a 0-1% discount as compared to SCE base rates.
- **100 % Green Power**, which provides 100% renewable energy content at a 7-9% premium as compared to SCE base rates.

The City of Calabasas made its original selection for its default rate at the Lean Power 36% renewable rate.

The Mayor requested that an item be placed on an upcoming Agenda to discuss to possibility of changing the default to the Clean Power 50% renewable rate.

The CPA has requested that all jurisdictions notify the agency by April 1, 2020 if they decide to change their default from their original selections. If recommended the actual default rate change implementation would take place in October 2020. The advanced notice of April 1, will allow sufficient time from an energy procurement, and financial and operational planning standpoint, ensuring CPA and its partners have enough time to adequately prepare for a successful transition.

DISCUSSION/ANALYSIS:

As with any change in policy that effects residents and businesses that impacts personal finances, communication of said change is very important. To that end, CPA will work with the City to develop and implement a comprehensive communication and outreach plan. CPA will send to any customer subject to a default rate change a minimum of two notifications related to the change at CPA's expense. Staff would work with CPA to communicate any change to all residents and businesses of the change through all aspects of media before the October 2020 implementation. See the attached CPA Staff report and Policy for additional details.

FISCAL IMPACT/SOURCE OF FUNDING:

Specific costs are hard to predict as individual power usage varies from residences and businesses but rate comparisons provided by the CPA show a minimal increase to customers.

Cost Impacts of Lean, Clean, & 100% Green

Individual customers will experience different impacts from a default change depending on their rate type and usage

Rate comparison for typical residential customer:

Rate Class	Average Monthly Bill					
	Lean Power	Clean Power	100% Green Power	SCE Default	SCE 50% Renewable	SCE 100% Renewable
Domestic	\$99	\$100	\$109	\$100	\$105	\$110

REQUESTED ACTION:

That the Council discuss the possibility of changing the default rate from the Lean Power 36% renewable energy rate to the Clean Power 50% default rate and give direction to staff so that CPA can be notified if the consensus is to change the default rate.

- ATTACHMENTS:**
1. CPA Policy – Changes to Default Rate Product
 2. CPA Staff Report on Changes to Default Rate Product
 3. CPA PowerPoint presentation on Changes to Default rate Product

Policy Title	Changes to Default Rate Product		
Policy Number	CPA2020-13	Effective Date	Original: 02/06/2020



Policy No. 13 for Changes to Default Rate Product

I.

PURPOSE

Each of the Clean Power Alliance of Southern California's ("CPA") Member Agencies has discretion to select the Default Rate Product for the customers in their respective jurisdictions. Prior to service launch, each Member Agency selected a Default Rate.

Although CPA's Joint Powers Agreement contemplates that each Member Agency may change its individual Default Rate Product, the Joint Powers Agreement does not specify a process.

A change in the Default Rate Product will impact CPA's fiscal, energy procurement, operational, and customer communication activities, and CPA needs to appropriately plan for these changes.

CPA enacts this Policy in order to specify a process for a Member Agency to change its Default Rate Product while providing CPA sufficient notice and time to prepare for that change.

II.

DEFINITIONS

1. **"Board"** means the Board of Directors of CPA.
2. **"CPA Rates"** means the rates applicable to a customer class as established in CPA's rate schedule. For example, rates D, GS-1, AL-2-F, TOU-GS-1-A.
3. **"CPA Rate Product"** means a rate product approved by the Board and available to CPA customers. For example, Lean Power, Clean Power, or 100% Green Power. A CPA Rate Product is distinguishable from CPA Rates.
4. **"Default Rate Product"** is a CPA Rate Product option which each Member Agency selected as the default for the Member Agency's customers. The Member Agency's selection established the CPA Rate Product (e.g., Lean Power, Clean Power, or 100% Green Power) that every customer in the Member Agency's jurisdiction would be given unless the customer takes an Opt Action.
5. **"Member Agency"** is a "Party" as that term is defined in Section 1.16 of CPA's Joint Powers Agreement.
6. **"Opt Action"** means an affirmative action taken by an individual CPA customer account either (a) to choose a CPA Rate Product that is different from the Default Rate Product for the customer's current service location, or (b) to opt out of CPA service.

Policy Title	Changes to Default Rate Product		
Policy Number	CPA2020-13	Effective Date	Original: 02/06/2020

III.

PROCESS REGARDING CHANGES TO A MEMBER AGENCY'S SELECTION OF THE DEFAULT RATE PRODUCT

1. **Advance Notice.** If a Member Agency intends to change its Default Rate Product for the Member Agency's customers, a Member Agency shall provide notification to CPA of the Member Agency's decision to change its Default Rate Product before January 1 of the year in which the Default Rate Product change will occur. See Section III.3.

Notwithstanding the foregoing, CPA and the Member Agency may mutually agree upon a different notification schedule, as long as such notification is provided by April 1, 2020.

2. **Activities Subsequent to Member Agency Notice.** Upon receipt of a Member Agency's notice, CPA may engage in any of the following activities:
 - a. Purchase or prepare to purchase the appropriate amount of resources to meet the expected change in demand when the Default Rate Product is changed;
 - b. Complete or prepare to complete additional regulatory compliance and reporting requirements, if any;
 - c. Coordinate with CPA's data manager and Customer Service Center to make necessary operational adjustments;
 - d. Evaluate fiscal impacts of default rate product change;
 - e. Examine CPA Rates and any rate impacts;
 - f. Coordinate and work with SCE on billing considerations;
 - g. Prepare for and deploy customer communications efforts. See Section IV.4, below, for additional detail;
 - h. Identify and address any other operational impacts or issues and take steps to mitigate those impacts/issues; or,
 - i. Take any other action necessary to effectuate the Member Agency's change in Default Rate Product.

3. **October Default Rate Product Change Implementation.** CPA will implement any change to the Default Rate Product in the month of October following the Member Agency's notification to CPA of the Member Agency's Default Rate Product change pursuant to Section IV.1, above. The transition will take effect on the individual customer's first meter-read date in October.

Notwithstanding the foregoing, CPA and the Member Agency may mutually agree upon a different implementation schedule.

4. **Customer Communications.** CPA will notify customers subject to a Member Agency's Default Rate Product change. CPA will lead, with support from the Member Agency, the development and dissemination of customer notices.
 - a. **Required Notifications.** Any customer accounts subject to a Member Agency's Default Rate Product change shall be sent a minimum of two (2) notifications. A minimum of one (1) notice shall be sent prior to the change going into effect.

Policy Title	Changes to Default Rate Product		
Policy Number	CPA2020-13	Effective Date	Original: 02/06/2020

- b. Optional Additional Notifications. In addition to the two required notices referenced in Section 4.a., above, CPA will coordinate with a Member Agency who wishes to develop and distribute additional customer notices and/or conduct additional communications such as on-bill messaging, bill inserts, social media campaigns, jurisdictional newsletters, etc.
 - c. Cost of Customer Notices. CPA will cover the cost of the required customer notices for the Member Agency's first Default Rate Product change. Subsequent Default changes will be charged to the Member Agency.
- 5. Exceptions to Application of Default Rate Product Change. Notwithstanding anything contained in this Policy, in no event shall a Member Agency's change in the Default Rate Product affect the following:
 - a. Prior Customer Opt Actions. Any customer account that has affirmatively taken any Opt Action.
 - b. Additional Exceptions. The CPA Executive Director is authorized to determine additional exceptions for customers that would be excluded from the parameters of a Default Rate Product change or to implement the change on a different schedule than as set forth herein.
- 6. Frequency of Default Rate Product Change by a Member Agency. A Member Agency may change its Default Product no more than one (1) time every two (2) years.
- 7. A customer may take an Opt Action at any time by notifying CPA.



Staff Report – Agenda Item 8

To: Clean Power Alliance (CPA) Board of Directors

From: Jennifer Ward, Director of External Affairs

Approved by: Ted Bardacke, Executive Director

Subject: Policy No. 13 for Changes to Default Rate Product

Date: February 6, 2020

RECOMMENDATION

Approve Policy No. 13 for Changes to Default Rate Product.

BACKGROUND

Each CPA member agency selected a default rate product (“Default”) for Phases 1 – 4 of CPA’s service launch (Attachment 1). The Default established the energy rate product that every customer was automatically enrolled in, unless the customer affirmatively opted to a different rate product or opted-out of CPA service all together.

CPA’s current rate product options are:

- **Lean Power**, which provides 36% renewable energy content at a 1-2% discount as compared to SCE base rates
- **Clean Power**, which provides 50% renewable energy content at a 0-1% discount as compared to SCE base rates
- **100% Green Power**, which provides 100% renewable energy content at a 7-9% premium as compared to SCE base rates

In October 2019, the City of Malibu became the first CPA jurisdiction to decide to change its Default when its City Council voted to change its community-wide Default from Clean Power to 100% Green Power.

CPA anticipates that more jurisdictions may also decide to change their Default from their original selections. This potential to change a Default selection is contemplated in CPA's Joint Powers Agreement (JPA). However, the JPA does not specify a process for implementing this change. To appropriately plan from an energy procurement, financial planning, and operational perspective – including customer communications – CPA and its partners need a defined process to prepare for and implement Default changes.

At the December 13, 2019 and January 15, 2020 Executive Committee meetings, staff presented an overview of the proposed default change process and a draft of the policy. Based on feedback received from the Executive Committee, as well as additional discussions between CPA staff and CPA's billing manager Calpine, staff prepared a proposed Policy No. 13 (Attachment 2) for consideration by the Board. Staff will provide a presentation on this item at the Board meeting (Attachment 3).

POLICY COMPONENTS

The main components of the draft Policy, and staff's recommendation for including them, are described below.



Advance Notice by a Member Agency to CPA

The draft Policy requires that, beginning in 2021, a jurisdiction notify CPA of its decision to change its Default before January 1 of the year in which the Default change will occur. Due to the timing of the introduction of this proposed Policy, staff recommends that for 2020 only, member agencies have until April 1, 2020, to make Default change decisions for implementation in October 2020.

This advance notice is required from an energy procurement, and financial and operational planning standpoint, ensuring that CPA and its partners have enough time to adequately prepare for a successful transition.

Advance notice will enable CPA to purchase enough renewable resources to meet the expected change in demand when the Default is updated, while taking into account

anticipated opt-out rates similar to CPA's approach during mass enrollment. This would also allow CPA time to determine what regulatory compliance and reporting is needed, if any, in response to changes in CPA members' Defaults.

Advance notice will also allow sufficient time for CPA and Calpine to manage any data management and operational adjustments, for CPA to examine any financial planning and rate setting implications, to work with SCE on any necessary billing considerations, to prepare the Customer Service Center for additional inquiries, and to plan for any other operational accommodations.

October Implementation

The draft Policy establishes that Default changes will go into effect in October, unless otherwise expressly agreed upon by CPA and the member jurisdiction. CPA believes that implementing any community-wide default change on a customer's October meter-read date is preferable so that a potential increase in customers' rates corresponds with the change between summer (higher) and winter (lower) rates. Therefore, the month-to-month bill comparison impact of the default change is less substantial.

Customer Communications

The draft Policy establishes minimum guidelines for communicating Default changes to customers, specifically that CPA notify customers at least twice about the Default change.

During the time period between when a member jurisdiction makes a decision to change its Default and the October implementation, CPA will work with the jurisdiction to develop and implement a comprehensive communication and outreach plan. More localized city/county branding is encouraged to be used for communicating a Default change (compared to mass enrollment notices, which were primarily CPA branded) since it is the specific jurisdiction making the determination to change the Default. In addition, customized communications for large price-sensitive non-residential customers will be required.

There are costs associated with designing, printing, and mailing direct customer notices about a Default change. The proposed policy is for CPA to cover these expenses for a member agency's first Default change. Subsequent Default changes would be charged to the member agency.

Applicability of Default Change

The draft Policy specifies considerations and authorizations to guide CPA and its members in the implementation of Default changes, such as:

- Establishing the right of customers to proactively notify CPA of their desire to remain with their current choice and not be opted to a different default.
- Keeping customers who have affirmatively opted to another energy rate option (different from their initial Default rate) at their selected rate.

The draft Policy also enables the Executive Director to determine additional exceptions for customers that would be excluded from certain parameters of a Default change or to implement the Default change on a different schedule than specified in the Policy.

Frequency of Default Changes

The draft Policy seeks to establish guidelines for how often CPA may implement a Default change in a particular jurisdiction. Member agencies would be limited to changing their Default no more than once every two years. This reduces administrative burden on CPA and its partners and avoids customer confusion that would be experienced with multiple Default changes over consecutive years, while still giving the ability for jurisdictions to pursue Default changes on a timeline that makes sense for their community.

NEXT STEPS

Should the Board approve Policy No. 13, staff will communicate this policy to all CPA member jurisdictions and work individually with jurisdictions wishing to change their Default. CPA staff is available to make presentations to City Councils looking into the decision between now and the 2020 deadline of April 1, as well as in preparation for future potential Default changes.

FISCAL IMPACT

Expenditures associated with Default changes will be allocated during CPA's annual budget process for FY2020/21, and for future fiscal years thereafter.

- Attachments:**
- 1) Draft Policy No. 13 for Changes to Default Rate Product
 - 2) Current CPA Member Agency Default Rate Products
 - 3) Presentation on Policy for Changes to Default Rate Product


**Member Agency Default Tier
Choices - As of November 6, 2018**

Member Name	Default Power Product	Renewables Percentage
Agoura Hills	Lean Power	36%
Arcadia	Lean Power	36%
Calabasas	Lean Power	36%
Camarillo	Lean Power	36%
Hawthorne	Lean Power	36%
Paramount	Lean Power	36%
Simi Valley	Lean Power	36%
Temple City	Lean Power	36%
Alhambra	Clean Power	50%
Beverly Hills	Clean Power	50%
Carson	Clean Power	50%
Claremont	Clean Power	50%
Downey	Clean Power	50%
Hawaiian Gardens	Clean Power	50%
Los Angeles County	Clean Power	50%
Malibu*	Clean Power	50%
Manhattan Beach	Clean Power	50%
Moorpark	Clean Power	50%
Redondo Beach	Clean Power	50%
Sierra Madre	Clean Power	50%
Whittier	Clean Power	50%
Culver City	100% Green Power	100%
Ojai	100% Green Power	100%
Oxnard	100% Green Power	100%
Rolling Hills Estates**	100% Green Power	100%
Santa Monica	100% Green Power	100%
South Pasadena**	100% Green Power	100%
Thousand Oaks	100% Green Power	100%
Ventura City	100% Green Power	100%
Ventura County	100% Green Power	100%
West Hollywood	100% Green Power	100%

Lean	8
Clean	13
100% Green	10

*The City of Malibu will change its default power product to 100% Green Power in October 2020.

**The Cities of Rolling Hills Estates and South Pasadena have 100% Green Power as the default for residential customers, and have Lean Power and Clean Power, respectively, as the defaults for non-residential customers.



Locally powered energy innovation.

Policy for Changes to Default Energy Rate Products

February 6, 2020

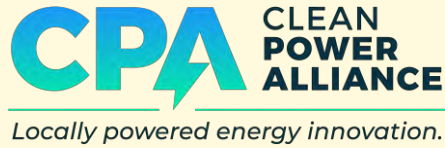
Background Context

- Prior to service launch, each member jurisdiction selected a default rate product
- Customers automatically enrolled in the city/county default – unless they opt to a different rate product or opt out
- Default choices as of 2018: 8 at Lean Power; 13 at Clean Power; 10 at 100% Green Power
- In October 2019, the City of Malibu became the first city to decide to change its default (from Clean to 100% Green)
 - Other jurisdictions are considering a default change
 - CPA's JPA allows for this but is silent on process



Proposed Policy

- The proposed Policy contains the following components:
 - Advance Notice by a Member Agency to CPA
 - Designation of Implementation Month (October)
 - Customer Communications
 - Frequency of Default Changes
 - Applicability of Default Change



ITEM 6 ATTACHMENT 3

Clean Power Alliance

Calabasas City Council
March 11, 2020

Background

Who does Clean Power Alliance serve?

Clean Power Alliance is a public entity formed through a Joint Powers Authority (JPA) made up of 32 public agencies across Southern California.

Clean Power Alliance serves approximately 1 million customer accounts representing 3 million residents and businesses. **Calabasas has 9,424 residential customer accounts and 1,223 commercial customer accounts.**

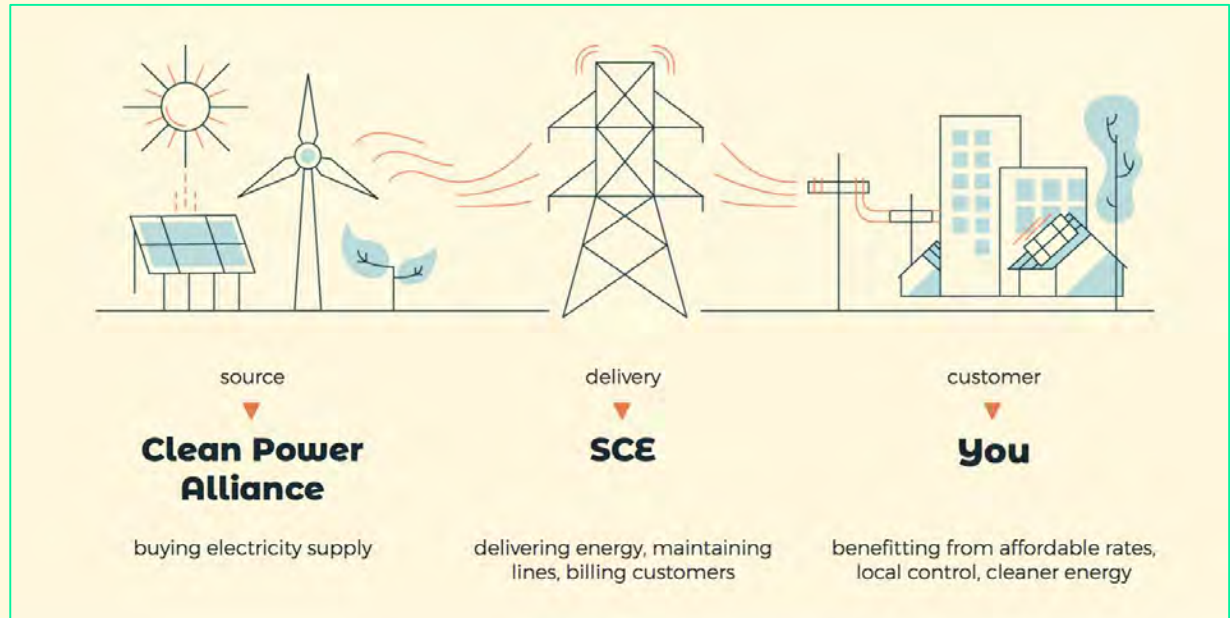


How does it work?

It's simple!

Clean Power Alliance is a new electricity supply provider, offering **clean, renewable energy at competitive rates** to our community.

Clean Power Alliance purchases clean power and Southern California Edison (SCE) delivers it.

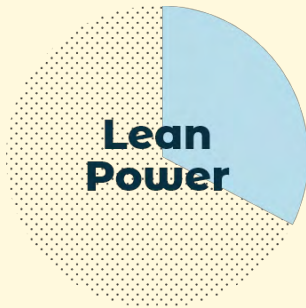


Rate Product Options

Clean Power Alliance offers choices

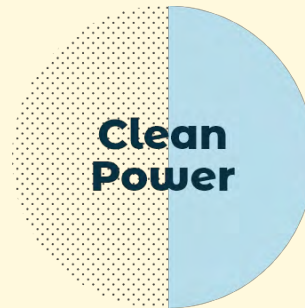
Three rate options to suit the needs of our customers

Your current default selection



Lean Power provides 36% renewable energy content at the lowest possible cost, with the added benefit of local management and control.

1%-2% savings as compared to SCE base rates.



Clean Power provides 50% renewable energy content and the opportunity to build a cleaner future, all at cost-competitive rates.

0%-1% savings as compared to SCE base rates.



100% Green Power provides 100% renewable energy content allows you to support the environment—leading the way to a greener future

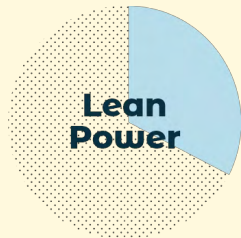
7-9% premium as compared to SCE base rates.

Calabasas Customer Summary

Calabasas Statistics	Opt Up (%)	Opt Mid (%)	Opt Down (%)	Opt Out (%)
Non-Residential	0.00%	0.00%	N/A	8.59%
Residential	0.19%	0.14%	N/A	3.44%

CPA Service Territory Statistics	Opt Up (%)	Opt Mid (%)	Opt Down (%)	Opt Out (%)
Non-Residential				
Total Lean Power	0.42%	0.08%	N/A	5.70%
Total Clean Power	0.29%	N/A	0.80%	4.39%
Total 100% Green Power	N/A	0.80%	4.73%	10.7%
Residential				
Total Lean Power	0.18%	0.12%	N/A	5.56%
Total Clean Power	0.17%	N/A	1.45%	3.82%
Total 100% Green Power	N/A	0.94%	4.02%	8.59%

CPA Member Agency Default Selections



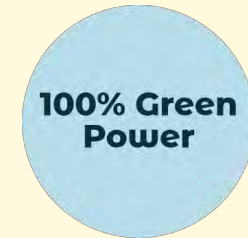
36% Renewable Energy

1. Agoura Hills
2. Arcadia
3. Calabasas
4. Camarillo
5. Hawthorne
6. Paramount
7. Simi Valley
8. Temple City
9. Westlake Village



50% Renewable Energy

1. Alhambra
2. Beverly Hills
3. Carson
4. Claremont
5. Downey
6. Hawaiian Gardens
7. Los Angeles County
Unincorporated
8. Manhattan Beach
9. Moorpark
10. Redondo Beach
11. Whittier



100% Renewable Energy

1. Culver City
2. Malibu *(effective Oct. 2020)*
3. Ojai
4. Oxnard
5. Rolling Hills Estates
6. Santa Monica
7. Sierra Madre *(effective Oct. 2020)*
8. South Pasadena
9. Thousand Oaks
10. Ventura
11. Ventura County
Unincorporated
12. West Hollywood

Default Change Implementation Process

- CPA's Policy requires advance notice of a default change decision:
 - In 2020, **April 1** is the deadline for a default change decision
 - In future years, **January 1** is the deadline for a default change decision that that would go into effect later that year
- The default change will take place in **October** to coincide with the change from summer (higher) to winter (lower) rates
- CPA will send two notices to customers about a default change, with info on rate options and customers ability to stay on their current rate product.
 - If a default change occurs, CPA would work with Calabasas to use City co-branding in customer communications.

Customers will have access to same tools and ability to change rates, stay on their current rate, or opt out of CPA

Calculate & Compare

See what your bill could look like with different Clean Power Alliance and Southern California Edison (SCE) service offerings using the calculator tool below. Click the orange question icons for guidance on where to find each input on your bill.

The calculator tool interface is displayed on a light blue background. It features several input fields with orange question mark icons for help:

- Rate:** A dropdown menu showing "DOMESTIC".
- Service Location:** A dropdown menu showing "Unincorporated Los Angeles C".
- Bill Ending Month:** A dropdown menu showing "November".
- Winter - Baseline Usage (kWh):** Three input fields labeled "Tier 1", "Tier 2", and "High Usage Charge".

At the bottom of the calculator is a large green button with the text "Click Here to Compare Your Bill".

The "Confirm Your Enrollment or Change Your Rate" form is enclosed in a green border. It includes the following sections:

- Confirm Your Enrollment or Change Your Rate:** A heading followed by instructions: "Fill out the form below to check if you're currently enrolled in Clean Power Alliance, what rate option your community has selected, and to change your rate."
- Enter Account Information:** A section containing:
 - SCE Customer Account Number (Required):** An input field with the placeholder text "Please enter your 10-digit SCE Customer Accou" and an orange question mark icon.
 - [Click here to see a sample bill](#)
 - Your Last Name or Business Name (Required):** An input field with the placeholder text "Enter at least the first three letters" and an orange question mark icon.
 - Service Location ZIP Code (Required):** An input field with the placeholder text "Please enter your ZIP Code as it appears on you" and an orange question mark icon.
- Next:** A green button at the bottom of the form.

Cost Impacts of Lean, Clean, & 100% Green

- Individual customers will experience different impacts from a default change depending on their rate type and usage
- Rate comparison for typical residential customer:

Rate Class	Average Monthly Bill					
	Lean Power	Clean Power	100% Green Power	SCE Default	SCE 50% Renewable	SCE 100% Renewable
Domestic	\$99	\$100	\$109	\$100	\$105	\$110

- CPA anticipates SCE to release new 2020 rates in April, and CPA’s Board will adopt new CPA 2020 rates in May

Clean Power Alliance Rate Product Options

Your current default selection



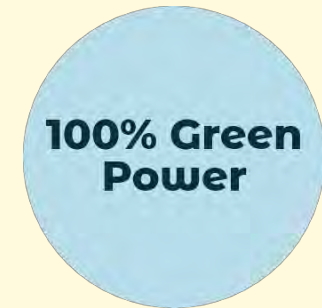
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7-9% premium as compared to SCE base rates.

Contact us

888-585-3788

customerservice@cleanpoweralliance.org

www.cleanpoweralliance.org



facebook.com/cleanpoweralliance



[@cleanpowerinfo](https://twitter.com/cleanpowerinfo)



Questions?
Thank you!



CITY of CALABASAS
CITY COUNCIL AGENDA REPORT

DATE: FEBRUARY 28, 2020

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: MICHAEL RUSSO, COMMUNICATIONS DIRECTOR

SUBJECT: UPDATED RESULTS OF THE CITY'S 2019 CELLULAR SATISFACTION SURVEY

MEETING DATE: MARCH 11, 2020

SUMMARY RECOMMENDATION:

Staff recommends the City Council receives this report and receive next steps.

BACKGROUND AND DISCUSSION:

At the direction of the City Manager, the Communications Department conducted a citywide survey to assess community opinions on the nature and quality of cellular wireless services provided in Calabasas. The survey initially ran during the period of June 28, 2019 through August 8, 2019, although we received a few responses after the end date (responses received through August 8, 2019 were included in the assessment presented to the City Council on September 11, 2019). As of August 8, 2019, a total of 835 responses to the survey were received. After culling responses from outside of the City, and test responses to validate the survey, a total of 784 in-City responses were evaluated.

As noted above, the results through August 8, 2019 were presented to the City Council on September 11, 2019. The company used to print and mail the post cards announcing the survey said it inadvertently omitted the 91301 and 90290 ZIP Codes. At the Council's direction, the survey was re-opened to ensure that residents who may have been inadvertently omitted from the initial outreach were

afforded an additional time to respond. This memorandum discusses all of the survey results received by the City from June 29, 2019 through the extended close of the survey on December 15, 2019.

The total number of survey responses received during that period was 1,058. Of the 1,058 surveys received during both periods, 68 survey responses were from persons who identified themselves as not living in Calabasas, or did not disclose their locations, or indicated that they lived in Calabasas but indicated that their home was in a community other than Calabasas (most commonly Hidden Hills, Agoura, and Los Angeles County). They were excluded from this updated analysis.

Due to the ambiguities in the way some respondents answered some questions, and limiting the percent responses to one digit after the whole number, the percentage totals below do not always exactly equal 100.0%. In total through December 15, 2019, 990 surveys were reviewed for this updated analysis, reflecting an increase of approximately 26.3% over the 784 surveyed previously analyzed.

SURVEY QUESTIONS AND TOP-LEVEL RESULTS:

The initial and supplemental administrations of the survey consisted of the following core questions:

1. "Are you a Calabasas resident?" (Possible responses: "Yes", "No")
Note that responses with "No", or "Yes" but showing a community from outside of the City have been excluded from the results reported below.

A total of 990 responses from within the City were received.

2. "In which community do you live in Calabasas?"

Sorted alphabetically:

Abercrombie Ranch Estates: 1
Alizia Canyon: 24
Avalon: 6
Avanti: 11
Bellagio: 23
Bird Street: 8
Braewood Calabasas: 18
Calabasas Colony: 3
Calabasas Country Estates: 5
Calabasas Highlands: 18
Calabasas Hills: 60

Calabasas Hills Estates: 2
Calabasas Park: 48
Calabasas Park Estates: 77
Calabasas Ridge: 5
Calabasas View: 2
Calabasas Village Mobile Estates: 15
Canyon Creek: 2
Clairidge: 2
Classic Calabasas: 5
Cold Canyon: 1
Cold Creek Community Council: 2
Community Association of Saratoga Hills: 10
Country Ridge Estates: 1
Creekside Calabasas Park: 11
Dardenne Street: 1
Deer Springs: 34
El Encanto: 9
Greater Mulwood: 141
Horizons: 5
Lost Hills: 1
Las Villas Calabasas: 13
Las Virgenes Hills Homes: 10
Las Virgenes Park Townhomes: 17
Las Virgenes Village Townhomes: 21
Malibu Canyon Apartments: 46
Malibu Canyon Community Association: 18
Malibu Canyon Park: 5
Malibu Canyon Townhomes: 3
Malibu Canyon Villas: 9
Malibu Creek Apartments: 7
Malibu Creek Condos: 5
Miramonte: 1
Mont Calabasas: 18
Mountain Park: 15
Mulholland Heights: 43
Mulholland Heights North: 11
Mountain View: 15
Oak Park Calabasas: 10
Oakcreek Property Owners Assoc.: 1
Old Topanga: 12
Other: 14
Palatino: 4
Park Sorrento Condos: 3

Parkside Calabasas Estates: 2
Saratoga Ranch: 5
Serenata: 2
Steeplechase: 13
Stone Creek: 8
Tanterra: 7
The Colony at Calabasas (Shea Homes): 1
The Estates of the Oaks of Calabasas: 3
The Oaks of Calabasas: 57
Vista Point: 10
Westridge: 3
Woodland Terrace: 3

Sorted by number of respondents per area:

Greater Mulwood: 141
Calabasas Park Estates: 77
Calabasas Hills: 60
The Oaks of Calabasas: 57
Calabasas Park: 48
Malibu Canyon Apartments: 46
Mulholland Heights: 43
Deer Springs: 34
Alizia Canyon: 24
Bellagio: 23
Las Virgenes Village Townhomes: 21
Braewood Calabasas: 18
Calabasas Highlands: 18
Malibu Canyon Community Association: 18
Mont Calabasas: 18
Las Virgenes Park Townhomes: 17
Calabasas Village Mobile Estates: 15
Mountain Park: 15
Mountain View: 15
Other: 14
Las Villas Calabasas: 13
Steeplechase: 13
Old Topanga: 12
Avanti: 11
Creekside Calabasas Park: 11
Mulholland Heights North: 11
Community Association of Saratoga Hills: 10
Las Virgenes Hills Homes: 10
Oak Park Calabasas: 10

Vista Point: 10
El Encanto: 9
Malibu Canyon Villas: 9
Bird Street: 8
Stone Creek: 8
Malibu Creek Apartments: 7
Tanterra: 7
Avalon: 6
Calabasas Country Estates: 5
Calabasas Ridge: 5
Classic Calabasas: 5
Horizons: 5
Malibu Canyon Park: 5
Malibu Creek Condos: 5
Saratoga Ranch: 5
Palatino: 4
Calabasas Colony: 3
Malibu Canyon Townhomes: 3
Park Sorrento Condos: 3
The Estates of the Oaks of Calabasas: 3
Westridge: 3
Woodland Terrace: 3
Calabasas Hills Estates: 2
Calabasas View: 2
Canyon Creek: 2
Clairidge: 2
Cold Creek Community Council: 2
Parkside Calabasas Estates: 2
Serenata: 2
Abercrombie Ranch Estates: 1
Cold Canyon: 1
Country Ridge Estates: 1
Dardenne Street: 1
Lost Hills: 1
Miramonte: 1
Oakcreek Property Owners Assoc.: 1
The Colony at Calabasas (Shea Homes): 1

Excluding "Other" a total of 65 separate reporting areas of the City are shown above.

3. "Number of people in your household?" (Possible responses: 1 person to 6 persons where 6 persons also include household with more than 6 persons).

Households with 1 person = 10.6%
(1.0% increase from August 2019 results)

Households with 2 persons = 31.6%
(0.5% increase from August 2019 results)

Households with 3 persons = 20.7%
(no change from August 2019 results)

Households with 4 persons = 10.4%
(no change from August 2019 results)

Households with 5 persons = 9.5%
(0.1% increase from August 2019 results)

Households with 6 or more persons = 2.1%
(0.6% decrease from August 2019 results)

4. "Who is your cellular service provider?" (Possible responses: "AT&T", "Boost Mobile", "Cricket", "MetroPCS", "Spectrum", "Sprint", "T-Mobile", "TracFone", "U.S. Cellular", "Verizon Wireless", "Virgin Mobile", "I do not have a cell provider", and "Other").

Respondents with AT&T = 48.4%
(0.7% increase from August 2019 results)

Respondents with Verizon = 30.1%
(0.9% decrease from August 2019 results)

Respondents with T-Mobile = 10.0%
(0.4% decrease from August 2019 results)

Respondents with Sprint = 8.3%
(0.1% increase from August 2019 results)

Respondents with 'other' providers = 2.9%
(1.3% increase from August 2019 results)

Respondents with no cell provider = 0%
(no change from August 2019 results)

5. "How many cellular phone lines do you have?" (Possible responses: 1 cell phone to 6 cell phone s where 6 cell phones also include a household with more than 6 cell phone lines)

Respondents with 1 line = 12.2%
(1.1% increase from August 2019 results)

Respondents with 2 lines = 37.2%
(1.0% increase from August 2019 results)

Respondents with 3 lines = 19.3%
(0.5% decrease from August 2019 results)

Respondents with 4 lines = 19.3%
(no change from August 2019 results)

Respondents with 5 lines = 8.5%
(1.2% decrease from August 2019 results)

Respondents with 6 or more lines = 3.5%
(0.2% decrease from August 2019 results)

6. "Do you have a land line telephone (wired telephone) in your home?"
(Possible responses: "Yes" or "No")

Respondents answering Yes = 63.9%
(1.2% decrease from August 2019 results)

Respondents answering No = 35.9%
(1.0% increase from August 2019 results)

7. "On a scale of 1-5, how satisfied were you with your cellular service delivery during the recent Woolsey Fire?" (Possible responses 1 to 5 where 1 is least satisfied, and 5 is most satisfied.)

1 = 42.9% of respondents with an opinion (least satisfied)
(0.8% decrease from August 2019 results)

2 = 22.7% of respondents with an opinion (less than satisfied)
(0.1% decrease from August 2019 results)

3 = 17.3% of respondents with an opinion (satisfied)
(0.9% increase from August 2019 results)

4 = 7.3% of respondents with an opinion (more than satisfied)
(0.5% decrease from August 2019 results)

5 = 9.0% of respondents with an opinion (most satisfied)
(0.3% decrease from August 2019 results)

8. "On a scale of 1-5, how satisfied are you with your cellular service at your home?" (Possible responses 1 to 5 where 1 is least satisfied, and 5 is most satisfied.)

1 = 40.0% of respondents with an opinion (least satisfied)
(4.2% decrease from August 2019 results)

2 = 21.4% of respondents with an opinion (less than satisfied)
(2.1% decrease from August 2019 results)

3 = 15.8% of respondents with an opinion (satisfied)
(2.7% increase from August 2019 results)

4 = 12.2%; of respondents with an opinion (more than satisfied)
(3.6% increase from August 2019 results)

5 = 10.8% of respondents with an opinion (most satisfied)
(0.3% increase from August 2019 results)

9. "On a scale of 1-5, is cellular service level adequate in Calabasas?" (Possible responses 1 to 5 where 1 is least adequate, and 5 is most adequate). The results of this question are:

1 = 30.0% of respondents with an opinion (least adequate)
(11.2% decrease from August 2019 results)

2 = 30.7% of respondents with an opinion (less than adequate)
(10.7% increase from August 2019 results)

3 = 18.4% of respondents with an opinion (adequate)
(8.6% increase from August 2019 results)

4 = 12.5%; of respondents with an opinion (more than adequate)
(9.0% increase from August 2019 results)

5 = 8.3% of respondents with an opinion (most adequate)
(3.9% increase from August 2019 results)

10. "On a scale of 1 to 5, how willing are you to have new cellular sites and facilities throughout the city in order to improve service?" (Possible responses 1 to 5 where 1 is least willing, and 5 is most willing). The results of this question are:

1 = 2.8% of respondents with an opinion (least willing)
(0.1% increase from August 2019 results)

2 = 4.4% of respondents with an opinion (less than willing)
(1.5% increase from August 2019 results)

3 = 17.2% of respondents with an opinion (willing)
(10.2% increase from August 2019 results)

4 = 18.2%; of respondents with an opinion (more than willing)
(0.5% increase from August 2019 results)

5 = 67.2% of respondents with an opinion (most willing)
(1.1% increase from August 2019 results)

11. "On a scale of 1 to 5, how willing are you to have new cellular sites and facilities in your immediate neighborhood?" (Possible responses 1 to 5 where 1 is least willing, and 5 is most willing; 7 respondents answered greater than 5 and those answers were adjusted to fall within the 5 grouping). The results of this question are:

1 = 7.6% of respondents with an opinion (least willing)
(0.4% increase from August 2019 results)

2 = 7.3% of respondents with an opinion (less than willing)
(0.6% increase from August 2019 results)

3 = 12.8% of respondents with an opinion (willing)
(0.2% increase from August 2019 results)

4 = 15.2%; of respondents with an opinion (more than willing)
(1.5% increase from August 2019 results)

5 = 57.1% of respondents with an opinion (most willing)
(1.9% increase from August 2019 results)

CONCLUSION:

Based on the initial survey results, supplemented by the additional responses, there continues to be substantial resident dissatisfaction with the quality of cell service throughout the City, and substantial dissatisfaction with the reliability of the service during the Woolsey Fire.

Also reflecting the additional responses, there is also a continuing apparent willingness to accept new cell sites throughout the City, including in neighborhoods, to improve wireless service to Calabasas residents.

FISCAL IMPACT/SOURCE OF FUNDING:

N/A

REQUESTED ACTION:

That the City Council receives this report to decide next steps.

ATTACHMENTS:

PowerPoint Presentation

ITEM 7 ATTACHMENT



CITY *of* CALABASAS

UPDATED CELLULAR SERVICE SURVEY

City of Calabasas, CA
Michael Russo – Communications Director

CELLULAR SERVICE SURVEY

Background:

- Initial Survey: July 1, 2019 through August 8, 2019
- 784 Inside City Limits
- Revised Survey: Through December 15, 2019
- 91301 & 90290 ZIP Codes Included
- 990 Inside City Limits



CELLULAR SERVICE SURVEY

- Question 1: Are you a Calabasas resident?
- Responses: Yes or No



CELLULAR SERVICE SURVEY

- Question 2: In which Calabasas community do you live?

- Mulwood: 141

- Calabasas Hills: 60

- Park Estates: 77

- The Oaks: 57

- *Deer Springs: 34

- *Steeplechase: 13

- *Saratoga Hills: 10

- * Saratoga Ranch: 5

*missing from first mailing



CELLULAR SERVICE SURVEY

Question 3: Number of people in your household?

- More than half had either two or three in their household.

Question 4: Who is your cellular service provider?

- Nearly 80% were either AT&T and Verizon
- T-Mobile = 10%, followed by the rest

Question 5: How many cellular phone lines do you have?

- 76% have either 2-4 phone lines



CELLULAR SERVICE SURVEY

Question 7: On a scale of 1-5, how satisfied were you with your cellular service delivery during the Woolsey Fire?

- 66% were less than satisfied or least satisfied

Question 8: On a scale of 1-5, how satisfied are you with your cellular service at your home?

- 61% were less than satisfied or least satisfied
- Only 39% said they were satisfied at all



CELLULAR SERVICE SURVEY

Question 9: On a scale of 1-5, is cellular service level adequate in Calabasas?

- 61% said less than adequate or least adequate
- 39% said adequate to most adequate



CELLULAR SERVICE SURVEY

Question 10: On a scale of 1-5, how willing are you to have new cellular sites and facilities throughout the city in order to improve service?

- 93% were willing, more than willing, most willing



CELLULAR SERVICE SURVEY

Question 11: On a scale of 1-5, how willing are you to have new cellular sites and facilities in your immediate neighborhood?

- 85% said willing, more than willing, most willing
- 15% said less than willing or least willing



CELLULAR SERVICE SURVEY

Conclusion:

- Much dissatisfaction with the quality of cell service throughout the City.
- Much dissatisfaction with the reliability of the service during the Woolsey Fire.
- Community seems willing to accept new cell sites throughout the City – including in neighborhoods – to improve that service.
- Where do we go from here?





CITY of CALABASAS

CITY COUNCIL AGENDA REPORT

DATE: FEBRUARY 27, 2020

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: SCOTT H. HOWARD, CONTRACT CITY ATTORNEY
MATTHEW T. SUMMERS, ASSISTANT CITY ATTORNEY
COLANTUONO HIGHSMITH & WHATLEY, PC

SUBJECT: ADOPTION OF AN URGENCY ORDINANCE NO. 2020-383U, UNDER
GOVERNMENT CODE SECTION 65858 ESTABLISHING A TEMPORARY
MORATORIUM ON THE SALE AND DISTRIBUTION OF ELECTRONIC
CIGARETTES WITHIN THE CITY OF CALABASAS

MEETING
DATE: MARCH 11, 2020

SUMMARY RECOMMENDATION:

Staff recommends the City Council adopt a temporary moratorium on the sale and distribution of electronic cigarette products in retail establishments in the City, including all non-flavored and flavored, mint, or menthol vaping products; and provide direction on permanent regulation and prohibition options.

BACKGROUND:

Electronic cigarettes entered the marketplace around 2007, and since 2014, they have been the most commonly used tobacco product among youth in the United States. Electronic cigarettes are battery-operated devices, often designed to resemble a cigarette, that deliver and emit a nicotine-containing aerosol. Electronic cigarettes are considered electronic nicotine delivery devices and have many names. They are frequently referred to as e-cigs, hookah pens, vapes, and vape pens.

According to the Centers for Disease Control and Prevention ("CDC"), the number of middle and high school students who reported being current users of tobacco products increased 36%-from 3.6 million to 4.9 million students-between 2017 and 2018.¹ This dramatic increase, which has erased past progress in reducing youth tobacco use, stems from to a nationwide surge in electronic cigarette use by adolescents. The CDC estimates there were 1.5 million more youth electronic cigarette users in 2018 than 2017, and those who were using electronic cigarettes were using them more often. Frequent use of electronic cigarettes increased from 20 percent in 2017 to 28 percent in 2018 among current high school electronic cigarette users.

Regulation of E-Cigarettes. Electronic cigarettes or "e-cigarettes" are battery powered devices that heat liquid into a vapor that can be inhaled. The inhaled vapor may contain nicotine (the addictive drug in tobacco), flavorings, and toxins. E-cigarettes are regulated as tobacco products at the federal level.² Electronic cigarettes either come with "closed pod" or cartridge-based systems which are prefilled with e-liquid and snap directly into a battery or open pod systems which have refillable pods that are manually refilled by the user.

Federal Level. On May 10, 2016, the FDA issued a Final Rule deeming e-cigarettes and other nicotine products that were not a part of the original 2009 Federal Tobacco Control Act, including e-cigarettes, to be "tobacco products."³ The new Rule allowed the FDA to regulate e-cigarettes (including flavored products) and other covered tobacco products in the same way that it could regulate traditional tobacco products under the original 2009 Tobacco Control Act. A year later in May 2017, the FDA issued a Guidance related to the 2016 Rule, which extended the compliance period for some tobacco product manufacturers, including flavored e-cigarette manufacturers. This meant that flavored e-cigarette devices that were currently on the market could remain on the market (without any review by the FDA) until August 2022 (now accelerated to May of 2020). At present, there are multiple bills to address vaping that have been introduced in the House of Representatives, and nearly all of these bills have an equivalent counterpart in the U.S. Senate. Some of these bills include: H.R. 293: Youth Vaping Prevention Act of 2019; H.R. 1498: SAFE Kids Act; H.R. 2111: PROTECT Act; H.R. 2339: Reversing the Youth Tobacco Epidemic Act of 2019; H.R. 2411: Tobacco to 21 Act; and H.R. 3942: Preventing Online Sales of E-Cigarettes to Children Act. None have yet passed.

More recently, on January 2, 2020, the FDA issued a guidance document putting forward a policy that would ban certain unauthorized flavored e-cigarette products that appeal to children, including fruit and mint flavors. Under the policy, "companies

¹ https://www.cdc.gov/tobacco/data_statistics/fact_sheets/youth_data/tobacco_use/index.htm

² <https://newsinhealth.nih.gov/2018/10/what-are-electronic-cigarettes>

³ Deeming Tobacco Products to be Subject to the Federal Food, Drug, and Cosmetic Act, 21 CFR pt. 1100, 1140, and 1143 (2016)

that do not cease manufacture, distribution and sale of unauthorized flavored cartridge-based e-cigarettes (other than tobacco or menthol flavors) within 30 days” run the risk of facing FDA enforcement actions.⁴ Effectively this policy will ban flavored closed pod cartridges that are inserted into e-cigarette devices but will not affect open pod systems.

State Level. In 2003, California enacted the Cigarette and Tobacco Products Licensing Act to regulate the sale of tobacco and tobacco products. Similar to a business license, the Act requires every person selling cigarettes or tobacco products to the public in California to obtain a license from the California Department of Tax and Fee Administration. On September 16, 2019, Governor Newsom signed an executive order directing the California Department of Public Health to allocate \$20 million to a vaping awareness campaign and develop recommendations to require warning signs about the health risks of vaping at vaping retailers and in vaping advertisements; increase enforcement regarding illegal sales; and to establish standards for nicotine content and uniform packaging for purposes of including nicotine content in the calculation of applicable taxes. The order also directs the California Tax and Fee Administration to develop recommendations to remove illegal or counterfeit vaping products from stores and to review taxes on e-cigarettes to determine if taxes could be assessed according to nicotine content.

Local Laws. Cities and counties throughout California have been active in adopting prohibitions on the sale of electronic cigarettes. The first local restriction on the sale of electronic cigarettes was enacted by Santa Clara County in 2010. Following Santa Clara, 34 cities in California passed some type of restriction on the sale of flavored tobacco or electronic cigarettes.

These local bans vary in scope with different cities taking different approaches to e-cigarettes. For example, in June 2019, Beverly Hills approved an ordinance to prohibit the sale of all tobacco products (flavored and unflavored) in the city.⁵ In contrast, the Palo Alto City Council passed an Ordinance in October of 2017 which restricts the sale of flavored tobacco products to retailers that generate more than 60 percent of their gross annual revenue from the sale of tobacco products, are adult-only, do not sell food or alcohol for consumption in the premises, and post signage outside the premises that clearly and conspicuously informs patrons that the premises is off-limits to persons who are under 21 years old.⁶

Legal Authority to Prohibit or Regulate E-Cigarettes. Article XI, Section 7 of the California Constitution gives cities the police power to regulate certain activities within city limits and confers on cities the power to “make and enforce within [their]

⁴ “Enforcement Priorities for Electronic Nicotine Delivery Systems (ENDS) and Other Deemed Products on the Market Without Premarket Authorization” available at <https://www.fda.gov/media/133880/download>.

⁵ City of Beverly Hills Municipal Code Ordinance No. 19-0-2783

⁶ City of Palo Alto Municipal Code Ordinance No. 5418

limits all local police, sanitary and other ordinances and regulations not in conflict with general laws." This right is subject to only two exceptions: (1) it may be applied only within its own territory, and (2) it may not conflict with general laws of the State.⁷ This police power gives the City the right to adopt regulations which promote the general welfare of its residents, including the good order, wellbeing, and general prosperity of the community at large.⁸ The Supreme Court has recognized "the legitimate need of local government to address problems generated by business involvement in activities that may be inimical to the health, safety and welfare of the community" as well as the necessity of local communities to "add to state regulations provisions adapted to their special requirements."⁹

Absent a clear indication of preemptive intent from the California Legislature, which has not done so, cities are granted clear powers to regulate land use and other matters linked to this police power.¹⁰ Furthermore, federal law grants the U.S. Food & Drug Administration authority to regulate all tobacco products and expressly preserves the power of local governments to enact additional or "more stringent" regulations related to or prohibiting tobacco sales.¹¹ Since the California legislature has not fully occupied the field of tobacco sales, California cities are free to implement any tobacco sales regulation or restriction provided they do not involve the collection of taxes or the penal aspects of tobacco sales to minors. As a result, the City may use its police powers to regulate or prohibit sales of e-cigarettes and related products.

PROPOSED TEMPORARY MORATORIUM ON E-CIGARETTE SALES

Government Code Section 65858 allows the City Council, by a four-fifths vote, to impose a temporary moratorium as an urgency measure for any land use that may be in conflict with a contemplated general plan, specific plan, or zoning proposal that the City Council and/or Planning Commission is considering or studying. To provide the City sufficient time to consider what regulations it wishes to impose on the usage and sale of electronic cigarette products in the City, staff recommends that the City Council impose the attached proposed temporary moratorium prohibiting sales of all electronic cigarette products in retail establishments in the City, including all non-flavored and flavored, mint, and menthol vaping products.

Under state law, the proposed moratorium would be in effect for 45 days. (Gov. Code section 65858.) Following a noticed public hearing, the City Council may extend the moratorium twice, first for up to an additional 10 months and 15 days,

⁷ *Birkenfeld v. City of Berkeley* (1976) 17 Cal.3d 129, 140

⁸ *Amusing Sandwich, Inc. v. City of Palm Springs* (1985) 165 Cal.App.3d 1116, 1126

⁹ *Cohen v. Board of Supervisors* (1985) 40 Cal.3d 277, 298-299.

¹⁰ *City of Riverside v. Inland Empire Patients Health & Wellness Ctr., Inc.* (2013) 56 Cal. 4th 729, 742-43

¹¹ 21 CFR pt. 1100, 1140, and 1143 (2016)

and second for up to another year. Imposing the temporary moratorium requires a four-fifths vote of the City Council.

Staff also recommends the City Council provide direction to prepare a permanent ordinance prohibiting sales of all electronic cigarette products in retail establishments in the City, including all non-flavored and flavored, mint, and menthol vaping products. Staff anticipates bringing a proposed permanent ordinance for consideration in April. Staff further requests the City Council provide direction on whether staff should evaluate and prepare a permanent ordinance regulating or prohibiting use of e-cigarettes within the City.

ATTACHMENT:

- A. Urgency Ordinance No. 2020-383U
- B. Tobacco Retailer Survey
- C. Tobacco Retailer Survey Summary

URGENCY ORDINANCE NO. 2020-383U

AN URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CALABASAS, CALIFORNIA, UNDER GOVERNMENT CODE SECTION 65858 ESTABLISHING A TEMPORARY MORATORIUM ON THE SALE AND DISTRIBUTION OF ELECTRONIC CIGARETTES WITHIN THE CITY OF CALABASAS.

WHEREAS, The State Planning and Zoning Law (Government Code Sections 65000, et seq.) broadly empowers the City to plan for and regulate the use of land in order to provide for orderly development, the public health safety and welfare, and a balancing of property rights and the desires of the community and how its citizens envisions their city; and

WHEREAS, Government Code Section 65858 allows a City, without following the procedures otherwise required prior to adoption of a zoning ordinance, to adopt, as an urgency measure, an interim ordinance prohibiting any uses which may be in conflict with contemplated general plan, specific plan, or zoning proposal which the legislative body, planning commission, or planning department is intending to study within a reasonable time; and

WHEREAS, based upon its grave concerns about use of tobacco products, the City Council of the City of Calabasas has previously adopted Calabasas Municipal Code Chapter 5.18 – Tobacco Retailer Registration Ordinance and Chapter 17.12.225 –Tobacco Retailing; and

WHEREAS, electronic smoking devices often mimic conventional tobacco products in shape, size, and color, with the user exhaling a smoke-like vapor similar in appearance to the exhaled smoke from cigarettes and other conventional tobacco products; and

WHEREAS, nationwide, electronic cigarette use has increased at alarming rates since the first products became available about 10 years ago, and while there have been many successful efforts to reduce underage tobacco use, the growing availability of e-cigarettes has reversed those positive trends; and

WHEREAS, approximately 480,000 people die in the United States from tobacco-related diseases every year, making it the nation’s leading cause of preventable death; and WHEREAS, to protect the public, especially youth, against the health risks created by tobacco products, Congress enacted the Family Smoking Prevention and Tobacco Control Act (“Tobacco Control Act”) in 2009 which authorized the U.S. Food and Drug Administration (“FDA”) to set national standards governing the manufacture of tobacco products, to limit levels of harmful

components in tobacco products and to require manufactures to disclose information and research relating to the products' health effects; and

WHEREAS, a central requirement of the Tobacco Control Act is premarket review of all new tobacco products not on the market in the United States as of February 15, 2007—must be authorized by the FDA for sale in the United States before it may enter the marketplace. A new tobacco product may not be marketed until the FDA has found that the product is: (1) appropriate for the protection of the public health upon review of a premarket tobacco application; (2) substantially equivalent to a grandfathered product; or (3) exempt from substantial equivalence requirements; and

WHEREAS, The FDA's premarket review process is intended to determine if a tobacco product is appropriate for the protection of the public health "with respect to the risks and benefits to the population as a whole, including users and nonusers of the tobacco product, and taking into account- (A) the increased or decreased likelihood that existing users of tobacco products will stop using such products; and (B) the increased or decreased likelihood that those who do not use tobacco products will start using such products"; and

WHEREAS, virtually all electronics cigarettes that are sold today are considered "new tobacco products" under the Tobacco Control Act, but unfortunately, they have not obtained a premarket review order and the FDA has not taken appropriate action to enforce the requirements of the Tobacco Control Act; and

WHEREAS, in 2017, the FDA issued Guidance that purports to give electronic cigarettes manufactures until August 8, 2022 to submit their application for premarket review. The Guidance further purports to allow unapproved products to stay on the market indefinitely, until such time as the FDA complies with its statutory duty to conduct a premarket review to determine whether a new tobacco product poses a risk to public health. In March 2019, the FDA issued draft guidance in which it considered moving the premarket application deadline up by one year for certain flavored e-cigarettes products. It is not known when, if ever, this narrow adjustment will become final or will take effect; and

WHEREAS, over 40 local jurisdictions have restricted the sale of electronic cigarettes; and

WHEREAS, pursuant to the City of Calabasas's police power, as granted under Article XI, section 7 of the California Constitution, the City Council of the City has the authority to enact and enforce ordinances and regulations for public health, safety and welfare; and

WHEREAS, pursuant to its police powers, the City has authority to regulate the sale of tobacco products in the City; and

WHEREAS, due to the health, safety, and welfare impacts of electronic cigarettes, the City seeks more time for staff to research, study, and consider ways to amend the City's Municipal Code to address the potential impacts caused by sale and use of electronic cigarettes; and

WHEREAS, as a result, City Council desires to institute a forty-five (45) day moratorium to allow staff and the City Council the opportunity to research and select the best course of action for the City's citizens and the community at large,

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

SECTION 1. Recitals.

The City Council finds that all the facts, findings, and conclusions set forth above in this Ordinance are true and correct. The adoption of this Ordinance is therefore necessary for the immediate protection of the public safety, health and welfare.

SECTION 2. Adoption as Urgency Ordinance.

This ordinance is adopted as an urgency ordinance pursuant to powers conferred on the City by California Constitution, Article XI, Section 7, and California Government Code Sections 36937 and 65858, and shall be effective immediately upon its adoption. As detailed in the recitals and findings set forth above, the City Council finds and determines that the adoption of this urgency ordinance by not less than a four-fifths (4/5th) vote of the City Council is necessary for the immediate preservation of the public peace, health, and safety.

SECTION 3. Temporary Moratorium.

No tobacco retailer or person shall sell or distribute any electronic cigarette product in retail establishments located within the City of Calabasas, including any non-flavored, mint, menthol, or flavored tobacco products or vaping products, for an initial period of 45 days from the effective date of this ordinance pursuant to Government Code Section 65858.

SECTION 4. Definitions.

The following definitions shall govern construction of this moratorium unless the context clearly requires otherwise:

(a) "Electronic cigarette" means any of the following products:

(1) Any device or delivery system that can be used to deliver nicotine or flavored tobacco products in aerosolized or vaporized form, including, but not limited to, an e-cigarette, e-cigar, e-pipe, vape pen, or e-hookah.

(2) Any component, part, or accessory of such a device or delivery system that is used during its operation.

(3) Any flavored or unflavored liquid or substance containing nicotine, whether sold separately or sold in combination with any device or delivery system that could be used to deliver nicotine in aerosolized or vaporized form.

(4) Any product for use in an electronic nicotine device or delivery system whether or not it contains nicotine or tobacco or is derived from nicotine or tobacco.

(5) Electronic Cigarette Products shall not include any battery, battery charger, carrying case, or other accessory not used in the operation of the device if sold separately. Electronic Cigarette Products shall not include any product that has been approved by the United States Food and Drug Administration for sale as a tobacco cessation product or for other therapeutic purposes where that product is marketed and sold solely for such approved use. As used in this subsection, nicotine does not include any food products as that term is defined pursuant to Section 6359 of the California Revenue and Taxation Code.

(b) "Flavored tobacco product" means any tobacco product that contains a constituent that imparts a characterizing flavor

(c) "Person" means any individual, partnership, cooperative association, private corporation, or any other legal entity.

(d) Sell", "Sale" or "to Sell" means any transaction where, for any consideration, ownership is transferred from one Person or entity to another including, but not limited to any transfer of title or possession for consideration, exchange or barter, in any manner or by any means.

(e) "Tobacco Product" means:

(1) Any product containing, made, or derived from tobacco or nicotine that is intended for human consumption, whether smoked, heated, chewed, absorbed, dissolved, inhaled, snorted, sniffed, or ingested by any other means,

including, but not limited to, cigarettes, cigars, little cigars, chewing tobacco, pipe tobacco, and snuff;

(2) Any electronic device that delivers nicotine or other substances to the person inhaling from the device, including, but not limited to, an electronic cigarette, electronic cigar, electronic pipe, or electronic hookah.

(3) Notwithstanding any provision of subsections (1) and (2) to the contrary, "tobacco product" includes any component, part, or accessory intended or reasonably expected to be used with a tobacco product, whether or not sold separately. "Tobacco product" does not include any product that has been approved by the United States Food and Drug Administration for sale as a tobacco cessation product or for other therapeutic purposes where such product is marketed and sold solely for such an approved purpose.

(f) "Tobacco retailer" or "retailer" means any store, stand, booth, concession or other enterprise that engages in the retail sale or exchange of tobacco products or electronic cigarettes.

SECTION 5. CEQA Findings.

The City Council hereby finds and determines that it can be seen with certainty that this Ordinance imposing a moratorium on the sale of electronic cigarette products in retail establishments is categorically exempt under the California Environmental Quality Act ("CEQA"). Accordingly, under the provisions of § 15061(b)(2) and §§ 15307 – 15308 of Division 6 of Title 14 of the California Code of Regulations, the CEQA Guidelines, the adoption of this Ordinance is not subject to review under the requirements of CEQA.

SECTION 6. Exceptions.

An exception to this moratorium may be granted by the City Manager of the City of Calabasas, on a case-by-case basis, upon receipt of an application for an exception and upon the City Manager's determination that the requester demonstrates, by clear and convincing evidence, that the application of this moratorium to his or her property would constitute a taking in violation of the United States or California Constitutions or would otherwise be unlawful. Any request for exception shall be in writing and shall articulate the reasons for the request. The request shall be filed with the City Clerk. The waiver shall not be granted unless the requestor can demonstrate the need for a waiver by clear and convincing evidence.

SECTION 7. Inconsistencies.

Any provision of the City’s Municipal Code or appendices thereto that are inconsistent with the provisions of this Ordinance, to the extent of such inconsistencies and no further, is hereby modified to the extent necessary to effect the provisions of this Ordinance.

SECTION 8. Severability.

If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council of the City of Calabasas hereby declares that it would have adopted this Ordinance and each section, subsection, sentence, clause, phrase or portion thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases, or portions be declared invalid or unconstitutional.

SECTION 9. Effective Date:

This Urgency Ordinance is adopted under the provisions of Government Code Section 65858 and 36937(b) and shall take effect immediately upon its passage by a four-fifths vote of the City Council. This Ordinance shall remain in effect for forty-five (45) days from its adoption, unless earlier repealed by action of the City Council.

SECTION 10. 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 11th day of March 2020.

Alicia Weintraub, Mayor

ATTEST:

APPROVED AS TO FORM:

Maricela Hernandez, City Clerk
Master Municipal Clerk
California Professional Municipal Clerk

Scott H. Howard,
Colantuono, Highsmith & Whatley, PC
City Attorney



CITY of CALABASAS

Tobacco Retailer Survey

Retailer: _____

Address: _____

Date: _____

Respondent Name & Title: _____

1. Do you currently sell the following products?

E-Cigarettes or Vaping Products Yes No

Flavored Tobacco Yes No

Tobacco Yes No

2. What length of time have you been selling the following products?

E-Cigarettes or Vaping Products Length of Time: _____

Flavored Tobacco Length of Time: _____

Tobacco Length of Time: _____

3. What is the average age of your customer purchasing the following products from your business?

E-Cigarettes or Vaping Products 21-29 30-39 40-49 50-59 60+

Flavored Tobacco 21-29 30-39 40-49 50-59 60+

Tobacco 21-29 30-39 40-49 50-59 60+

4. What is the estimated annual sales dollar amount of each product?

E-Cigarettes or Vaping Products Annual Sales: \$_____

Flavored Tobacco Annual Sales: \$_____

Tobacco Annual Sales: \$_____

5. What percent do each of the following products consist of your total business sales?

E-Cigarettes or Vaping Products Percent of Total Business Sales: %_____

Flavored Tobacco Percent of Total Business Sales: %_____

Tobacco Percent of Total Business Sales: %_____

6. Would your business be able to sell all inventory of e-cigarette, vaping products, flavored tobacco, and tobacco products within six months?

Yes No

7. Would you be in favor a ban on the sale of e-cigarette, vaping products flavored tobacco, and tobacco products?

Yes No

Why or why not:

8. Please provide any other additional comments that you would like to share:

Tobacco Retailer Survey Summary

Purpose

Staff surveyed each of the City's 14 registered tobacco retailers to better understand the business impact of a potential moratorium of the sale of e-cigarettes, vaping products, flavored tobacco, and tobacco products.

Summary of Key Findings

- I. **Out of 14 registered tobacco retailers:**
 - a. **Seven are gas stations**
 - b. **Four are grocery stores or supermarkets**
 - c. **Three are liquor or tobacco specialty stores**

 - II. **All 14 retailers sell Tobacco Products, or more generally, cigarettes**
 - a. **All 14 retailers have been selling cigarettes for at least five years; ten of these retailers have been selling cigarettes for at least 20 years**
 - b. **All 14 retailers estimate the average age of a Tobacco only customers to range from 30-60+; one retailer estimates the average age to be less than 30**

 - III. **11 of 14 retailers sell Flavored Tobacco, in addition to Tobacco Products**
 - a. **10 retailers have been selling Flavored Tobacco for more than eight years; five of these retailers have been selling for more than 20 years**
 - b. **Eight retailers estimate the average age of a Flavored Tobacco customer to be above 30 years old; two estimate the average age to be less than 30**

 - III. **9 out of 14 retailers sell E-Cigarettes or Vaping Products, in addition to Flavored Tobacco and Tobacco Products**
 - a. **Seven retailers have been selling E-Cigarettes or Vaping Products for less than three years; two retailers have been selling for more than five years**
 - b. **Six retailers estimate the average age of E-Cigarette or Vaping Products customers to be less than 30; two estimate the average age to be above 30 years old**

 - IV. **According to seven retailers, the average estimated total annual sales for all tobacco types was \$170,571**
 - a. **The estimates varied greatly; the lowest amount was declared as \$74,000, with the highest amount estimated at \$280,000**

 - V. **According to eight retailers, the average estimated total annual tobacco sales, as a percent of total business sales, was 15.5%**
 - a. **The estimates varied greatly for seven retailers; the lowest percentage was declared as 3%, whereas the highest estimate was stated as 40%**
 - b. **One of the eight retailers, estimated the percentage of sales to be 90%. This estimate was not included with the others to prevent artificially skewing the average of all retailers**
-

- VI. When all 14 tobacco retailers were asked if their current inventory of all tobacco items could be sold within six months:
 - a. Five confirmed that they would be able to; two stated that they would most likely be able to
 - b. Two stated that they might be able to
 - c. Three confirmed that they would not be able to
 - d. Two stated that they were unable to answer

- VII. When all 14 tobacco retailers were asked if they would be in favor of a ban on the sale of E-Cigarettes, Vaping Products, Flavored Tobacco, and Tobacco Products:
 - a. Six stated that they would be in favor of a ban (see comments below)
 - b. Three stated that they would not be in favor of a ban (see comments below)
 - c. Five stated that they were unable to answer
 - d. Of the nine retailers who provided an answer, both for and against a ban, the majority of businesses iterated the need for the ban to be applied against all retailers in the City, in addition to surrounding communities. The retailers proclaimed that doing so would be the only effective way to remove tobacco from the customers, as well as protecting the financial interests of Calabasas based retailers

Summary of Key Tobacco Retailer Comments

Many retailers explained that selling tobacco products, especially cigarettes, was not worth the regulations, taxes, and low margins imposed upon their businesses.

Most, if not all, of the City's retailers feel compelled to sell tobacco products even though they make very little profit. One retailers stated that their business makes \$7.50 per \$100 dollars of cigarette sales.

Many retailers understood the negative health implications for both adults and children, and further proclaimed their desire to see their community members become healthier. That being said, retailers did not want the burden to be placed solely on their businesses when their customers would simply move on to another retailer in the surrounding areas to make their tobacco purchases.

All retailers, for and against a potential ban on the sale of tobacco products, were unified in their belief that the surrounding communities (Woodland Hills, Agoura, Malibu) would also have to ban tobacco for their businesses to suffer less financially. Retailers explained that community members desire tobacco products and that the customer will move on to another business (outside of the City) as soon as a ban is implemented.

A potential ban would cause a compounding effect on loss of total revenue, no just tobacco revenue. Retailers explained that their business doesn't lose just a tobacco customer, rather, their business loses a customer for all of their products. The businesses that lose a customer walking into the door also loses the customer who fills their gas tank, purchases drinks, food, and other miscellaneous items - all of which profit margins are much higher than tobacco products.

One retailer stated that prohibiting tobacco sales, which is approximately 10% of his total sales, would reduce his total business sales by 50%. The reasoning provided was that the business would not able to bring tobacco customers into his business, who ultimately purchase more profit related items, in addition to tobacco, during their visit.

Two businesses stated that they would most likely have to close their business if the ban went into effect.

Retailers were also concerned about the effective date of any short term or permanent ban due to inventory orders that need to continuously be made, as well as inventory that may need to be sold.



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Administrative Services					
107637	2/20/2020	APPLE ONE	TEMPORARY EMPLOYMENT SVCS	881.67	Administrative Services
107637	2/20/2020	APPLE ONE	TEMPORARY EMPLOYMENT SVCS	828.00	Administrative Services
107635	2/13/2020	US BANK	VISA- INDEED	419.86	Administrative Services
107717	2/26/2020	EXER- MORE THAN URGENT CARE	PRE-EMPLOYMENT PHYSICALS	150.00	Administrative Services
107691	2/20/2020	VALLEY NEWS GROUP	LEGAL ADVERTISING	45.00	Administrative Services
107635	2/13/2020	US BANK	VISA- COGNITO	32.00	Administrative Services
107635	2/13/2020	US BANK	VISA- APPLE.COM	27.80	Administrative Services
Total Amount for 7 Line Item(s) from Administrative Services				\$2,384.33	
Boards and Commissions					
107635	2/13/2020	US BANK	VISA- BAJA FRESH	112.74	Boards and Commissions
Total Amount for 1 Line Item(s) from Boards and Commissions				\$112.74	
City Attorney					
107650	2/20/2020	COLANTUONO, HIGHSMITH &	GENERAL SERVICES	17,630.62	City Attorney
107688	2/20/2020	THOMPSON COE	LEGAL SERVICES	9,422.75	City Attorney
107650	2/20/2020	COLANTUONO, HIGHSMITH &	CRLA & ED FUND	958.50	City Attorney
107722	2/26/2020	HOPKINS & CARLEY	LEGAL SERVICES	812.00	City Attorney
107650	2/20/2020	COLANTUONO, HIGHSMITH &	ZEESMAN	550.00	City Attorney
107650	2/20/2020	COLANTUONO, HIGHSMITH &	LABOR & EMPLOYMENT	207.00	City Attorney
107650	2/20/2020	COLANTUONO, HIGHSMITH &	BROWN PETITION	50.00	City Attorney
Total Amount for 7 Line Item(s) from City Attorney				\$29,630.87	
City Council					
107635	2/13/2020	US BANK	VISA- FAST FRAME	547.63	City Council
107635	2/13/2020	US BANK	VISA- CHABAD OF CALABASAS	250.00	City Council
107635	2/13/2020	US BANK	VISA- CHABAD OF CALABASAS	250.00	City Council
107635	2/13/2020	US BANK	VISA- CHABAD OF CALABASAS	250.00	City Council
107635	2/13/2020	US BANK	VISA- ROSTI TUSCAN	243.56	City Council
107635	2/13/2020	US BANK	VISA- CORNER BAKERY	218.94	City Council
107635	2/13/2020	US BANK	VISA- CALABASAS SELF STORAGE	199.00	City Council
107635	2/13/2020	US BANK	VISA- LANDSEND	167.98	City Council
107635	2/13/2020	US BANK	VISA- LANDSEND	51.98	City Council
107635	2/13/2020	US BANK	VISA- CALABASAS CHAMBERS	35.00	City Council





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107635	2/13/2020	US BANK	VISA- CALABASAS CHAMBERS	35.00	City Council
107635	2/13/2020	US BANK	VISA- FLORENTYNA'S FLOWERS	-651.53	City Council
Total Amount for 12 Line Item(s) from City Council				\$1,597.56	
City Management					
107635	2/13/2020	US BANK	VISA- INTERNATION	325.00	City Management
107635	2/13/2020	US BANK	VISA- MARMALADE CAFE	37.82	City Management
Total Amount for 2 Line Item(s) from City Management				\$362.82	
Civic Center O&M					
107715	2/26/2020	DRAIN ROOTER INC.	PLUMBING REPAIRS	2,770.00	Civic Center O&M
107649	2/20/2020	CLIMATEC BUILDING	HVAC SERVICES	1,482.56	Civic Center O&M
107649	2/20/2020	CLIMATEC BUILDING	HVAC SERVICES	1,482.55	Civic Center O&M
107687	2/20/2020	SOUTHERN CALIFORNIA GAS CO	GAS SERVICE	937.82	Civic Center O&M
107687	2/20/2020	SOUTHERN CALIFORNIA GAS CO	GAS SERVICE	758.24	Civic Center O&M
107695	2/20/2020	WAXIE SANITARY SUPPLY	JANITORIAL SERVICES	744.88	Civic Center O&M
107711	2/26/2020	CIRCULATING AIR, INC.	HVAC MAINTENANCE	580.50	Civic Center O&M
107711	2/26/2020	CIRCULATING AIR, INC.	HVAC MAINTENANCE	580.50	Civic Center O&M
107635	2/13/2020	US BANK	VISA- DRAIN ROOTER/KULLY	558.96	Civic Center O&M
107635	2/13/2020	US BANK	VISA- FIRST SECURITY/CONSERVE	261.83	Civic Center O&M
107656	2/20/2020	EMERALD COAST PLANTSCAPES, INC	PLANT MAINTENANCE- LIBRARY	250.00	Civic Center O&M
107695	2/20/2020	WAXIE SANITARY SUPPLY	JANITORIAL SERVICES	249.11	Civic Center O&M
107695	2/20/2020	WAXIE SANITARY SUPPLY	JANITORIAL SERVICES	249.11	Civic Center O&M
107635	2/13/2020	US BANK	VISA- FIRST SECURITY/CONSERVE	249.00	Civic Center O&M
107635	2/13/2020	US BANK	VISA- RALPHS/RITE AID	20.11	Civic Center O&M
Total Amount for 15 Line Item(s) from Civic Center O&M				\$11,175.17	
Community Development					
107674	2/20/2020	M6 CONSULTING, INC.	PLAN CHECK SERVICES	36,852.68	Community Development
107674	2/20/2020	M6 CONSULTING, INC.	INSPECTION SERVICES	32,707.93	Community Development
107674	2/20/2020	M6 CONSULTING, INC.	PERMIT SERVICES	15,650.30	Community Development
107642	2/20/2020	CALABASAS CREST LTD	R.A.P.- MAR 2020	7,056.00	Community Development
107732	2/26/2020	RINCON CONSULTANTS INC	ENVIRONMENTAL CONSULTING	2,960.00	Community Development
107716	2/26/2020	DUDEK & ASSOCIATES INC	EIR CONSULTING	840.00	Community Development
107716	2/26/2020	DUDEK & ASSOCIATES INC	EIR CONSULTING	739.30	Community Development



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107716	2/26/2020	DUDEK & ASSOCIATES INC	EIR CONSULTING	570.00	Community Development
107716	2/26/2020	DUDEK & ASSOCIATES INC	EIR CONSULTING	408.88	Community Development
107664	2/20/2020	J THAYER COMPANY, INC.	OFFICE SUPPLIES	286.80	Community Development
107635	2/13/2020	US BANK	VISA- SCAN NATOA	270.00	Community Development
107657	2/20/2020	FLEYSHMAN/ALBERT//	R.A.P.- MAR 2020	240.00	Community Development
107676	2/20/2020	MEDVETSKY/LINA//	R.A.P.- MAR 2020	240.00	Community Development
107685	2/20/2020	RASCOE/JOAN//	R.A.P.- MAR 2020	240.00	Community Development
107672	2/20/2020	LEVY/ESTHER//	R.A.P.- MAR 2020	240.00	Community Development
107697	2/20/2020	YAZDINIAN/SUSAN//	R.A.P.- MAR 2020	240.00	Community Development
107675	2/20/2020	MCCUNE/SHANNON//	R.A.P.- MAR 2020	240.00	Community Development
107716	2/26/2020	DUDEK & ASSOCIATES INC	EIR CONSULTING	240.00	Community Development
107716	2/26/2020	DUDEK & ASSOCIATES INC	EIR CONSULTING	180.00	Community Development
107664	2/20/2020	J THAYER COMPANY, INC.	OFFICE SUPPLIES	138.76	Community Development
107635	2/13/2020	US BANK	VISA- IAEL	136.00	Community Development
107635	2/13/2020	US BANK	VISA- SCAN NATOA	100.00	Community Development
107741	2/26/2020	VALLEY NEWS GROUP	LEGAL ADVERTISING	90.00	Community Development
107653	2/20/2020	CYBERCOPY, INC.	COPY/PRINTING SERVICE	82.95	Community Development
107635	2/13/2020	US BANK	VISA- AEP	40.33	Community Development
107653	2/20/2020	CYBERCOPY, INC.	COPY/PRINTING SERVICE	39.04	Community Development
107653	2/20/2020	CYBERCOPY, INC.	COPY/PRINTING SERVICE	37.78	Community Development
107653	2/20/2020	CYBERCOPY, INC.	COPY/PRINTING SERVICE	37.78	Community Development
107653	2/20/2020	CYBERCOPY, INC.	COPY/PRINTING SERVICE	37.78	Community Development
107653	2/20/2020	CYBERCOPY, INC.	COPY/PRINTING SERVICE	10.95	Community Development
Total Amount for 30 Line Item(s) from Community Development				\$100,953.26	

Community Services

107735	2/26/2020	SO-CAL PRESSURE WASH	PRESSURE WASHING	3,400.00	Community Services
107702	2/26/2020	BARRI/STEVE//	RECREATION INSTRUCTOR	1,417.50	Community Services
107734	2/26/2020	SECURAL SECURITY CORP	PATROL CAR SERVICES- GRAPE NT	869.12	Community Services
107744	2/26/2020	WAXIE SANITARY SUPPLY	JANITORIAL SERVICES	826.05	Community Services
107635	2/13/2020	US BANK	VISA- LOWES/MAJESTIC FIRE	802.07	Community Services
107635	2/13/2020	US BANK	VISA- CALABASAS SELF STORAGE	748.00	Community Services
107635	2/13/2020	US BANK	VISA- SMITH PIPE/CEDAR VALLEY	502.58	Community Services
107635	2/13/2020	US BANK	VISA- COSTCO	456.00	Community Services
107635	2/13/2020	US BANK	VISA- ASCAP	364.89	Community Services
107635	2/13/2020	US BANK	VISA- MINUTEMAN PRESS	334.51	Community Services
107635	2/13/2020	US BANK	VISA- DIY/HOME DEPOT	333.25	Community Services



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107639	2/20/2020	AT&T	TELEPHONE SERVICE	305.90	Community Services
107687	2/20/2020	SOUTHERN CALIFORNIA GAS CO	GAS SERVICE	299.30	Community Services
107635	2/13/2020	US BANK	VISA- DS SERVICES/FIRST CHOICE	295.48	Community Services
107708	2/26/2020	CANON FINANCIAL SERVICES INC	CANON COPIER LEASES	267.98	Community Services
107734	2/26/2020	SECURAL SECURITY CORP	PATROL CAR SERVICES- GATES	267.24	Community Services
107734	2/26/2020	SECURAL SECURITY CORP	PATROL CAR SERVICES- GRAPE	267.24	Community Services
107635	2/13/2020	US BANK	VISA- EDELWEISS CHOCOLATE	250.00	Community Services
107635	2/13/2020	US BANK	VISA- CAKE HOUSE	249.50	Community Services
107635	2/13/2020	US BANK	VISA- AMAZON.COM	225.46	Community Services
107687	2/20/2020	SOUTHERN CALIFORNIA GAS CO	GAS SERVICE	222.96	Community Services
107635	2/13/2020	US BANK	VISA- 7 ELEVEN	220.18	Community Services
107635	2/13/2020	US BANK	VISA- JUSTHOST.COM	212.36	Community Services
107734	2/26/2020	SECURAL SECURITY CORP	PATROL CAR SERVICES- SR CTR	186.74	Community Services
107635	2/13/2020	US BANK	VISA- DOAN'S/VIKTOR BENES	177.32	Community Services
107734	2/26/2020	SECURAL SECURITY CORP	PATROL CAR SERVICES- DE ANZA	156.12	Community Services
107635	2/13/2020	US BANK	VISA- DIRECT TV	151.66	Community Services
107647	2/20/2020	CLARK PEST CONTROL	PEST CONTROL SERVICES	150.00	Community Services
107635	2/13/2020	US BANK	VISA- FEDEX OFFICE	137.97	Community Services
107740	2/26/2020	UNITED SITE SERVICES OF CA INC	PORTABLE TOILET RENTAL	128.81	Community Services
107635	2/13/2020	US BANK	VISA- JUSTHOST.COM	124.70	Community Services
107734	2/26/2020	SECURAL SECURITY CORP	SECURITY- SPEAKER SRS	124.16	Community Services
107635	2/13/2020	US BANK	VISA- COAST RV/TIRE MAN/PEPBOY	123.05	Community Services
107647	2/20/2020	CLARK PEST CONTROL	PEST CONTROL SERVICES	111.00	Community Services
107635	2/13/2020	US BANK	VISA- SMART & FINAL/ALBERTSONS	107.89	Community Services
107689	2/20/2020	ULTIMATE EXPOSURES, INC.	B-BALL PHOTOGRAPHS	107.31	Community Services
107635	2/13/2020	US BANK	VISA- COAST RV/TIRE MAN/PEPBOY	100.07	Community Services
107700	2/26/2020	AT&T	TELEPHONE SERVICE	98.23	Community Services
107635	2/13/2020	US BANK	VISA- BIG 5	49.22	Community Services
107635	2/13/2020	US BANK	VISA- TRADER JOE'S	49.18	Community Services
107635	2/13/2020	US BANK	VISA- CONSTANT CONTACT	45.00	Community Services
107635	2/13/2020	US BANK	VISA- RALPHS/RITE AID	38.25	Community Services
107635	2/13/2020	US BANK	VISA- USPS	32.50	Community Services
107635	2/13/2020	US BANK	VISA- AMAZON.COM	30.11	Community Services
107635	2/13/2020	US BANK	VISA- DIPLOMARTS	24.54	Community Services
107635	2/13/2020	US BANK	VISA- DOLLAR TREE	23.29	Community Services
107635	2/13/2020	US BANK	VISA- WESTLAKE ACE	20.68	Community Services
107635	2/13/2020	US BANK	VISA- FRESH BROTHERS	13.14	Community Services
107635	2/13/2020	US BANK	VISA- APPLE.COM	0.99	Community Services



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107635	2/13/2020	US BANK	VISA- BRISTOL FARMS	-881.00	Community Services
Total Amount for 50 Line Item(s) from Community Services				\$14,568.50	
Finance					
107636	2/20/2020	ADP, INC	PAYROLL PROCESSING	5,350.14	Finance
107679	2/20/2020	MOSS, LEVY & HARTZHEIM	AUDIT WORK TO DATE FY 18/19	4,400.00	Finance
107635	2/13/2020	US BANK	VISA- AMAZON.COM	1,314.10	Finance
107635	2/13/2020	US BANK	VISA- POSTNET	943.37	Finance
107635	2/13/2020	US BANK	VISA- J THAYER	536.28	Finance
107704	2/26/2020	BRINK'S INCORPORATED	BANK SERVICE	191.32	Finance
107635	2/13/2020	US BANK	VISA- RITE AID/TARGET	91.96	Finance
Total Amount for 7 Line Item(s) from Finance				\$12,827.17	
Library					
107686	2/20/2020	RECORDED BOOKS, LLC	E- AUDIO BOOKS	8,202.85	Library
107686	2/20/2020	RECORDED BOOKS, LLC	E- AUDIO BOOKS	5,500.00	Library
107703	2/26/2020	BIBLIOTHECA, LLC	E-BOOKS	1,683.79	Library
107641	2/20/2020	BAKER & TAYLOR, LLC	BOOKS-LIBRARY	1,507.59	Library
107686	2/20/2020	RECORDED BOOKS, LLC	E- AUDIO BOOKS	1,500.00	Library
107686	2/20/2020	RECORDED BOOKS, LLC	E- AUDIO BOOKS	1,500.00	Library
107662	2/20/2020	INNOVATIVE INTERFACES, INC	SOFTWARE MAINTENANCE	1,020.00	Library
107686	2/20/2020	RECORDED BOOKS, LLC	E- AUDIO BOOKS	878.46	Library
107723	2/26/2020	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	874.99	Library
107661	2/20/2020	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	520.51	Library
107730	2/26/2020	PENGUIN RANDOM HOUSE, LLC	BOOKS ON CD	380.25	Library
107712	2/26/2020	DEMCO, INC.	LIBRARY SUPPLIES	338.82	Library
107658	2/20/2020	GALE CENGAGE LEARNING INC	E-BOOKS	300.00	Library
107661	2/20/2020	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	282.25	Library
107731	2/26/2020	RECORDED BOOKS, LLC	E- AUDIO BOOKS	276.00	Library
107635	2/13/2020	US BANK	VISA- ALA	198.00	Library
107639	2/20/2020	AT&T	TELEPHONE SERVICE	193.45	Library
107696	2/20/2020	WENGER/DEANNE//	YOGA INSTRUCTOR- LIBRARY	180.00	Library
107635	2/13/2020	US BANK	VISA- BOOKLIST MAGAZINE	169.50	Library
107635	2/13/2020	US BANK	VISA- COSTCO	145.27	Library
107726	2/26/2020	MIDWEST TAPE, LLC	DVD'S-LIBRARY	139.00	Library
107731	2/26/2020	RECORDED BOOKS, LLC	E- AUDIO BOOKS	138.85	Library



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107686	2/20/2020	RECORDED BOOKS, LLC	BOOKS ON CD	124.95	Library
107731	2/26/2020	RECORDED BOOKS, LLC	BOOKS ON CD	73.74	Library
107641	2/20/2020	BAKER & TAYLOR, LLC	BOOKS-LIBRARY	70.58	Library
107678	2/20/2020	MIDWEST TAPE, LLC	DVD'S-LIBRARY	57.41	Library
107635	2/13/2020	US BANK	VISA- SMART & FINAL	54.94	Library
107686	2/20/2020	RECORDED BOOKS, LLC	BOOKS ON CD	48.55	Library
107723	2/26/2020	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	42.03	Library
107723	2/26/2020	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	37.56	Library
107686	2/20/2020	RECORDED BOOKS, LLC	BOOKS ON CD	32.69	Library
107726	2/26/2020	MIDWEST TAPE, LLC	DVD'S-LIBRARY	28.29	Library
107641	2/20/2020	BAKER & TAYLOR, LLC	BOOKS-LIBRARY	24.03	Library
107635	2/13/2020	US BANK	VISA- COSTCO	21.89	Library
107641	2/20/2020	BAKER & TAYLOR, LLC	BOOKS-LIBRARY	19.80	Library
107635	2/13/2020	US BANK	VISA- RALPHS	6.78	Library
Total Amount for 36 Line Item(s) from Library				\$26,572.82	

LMD #22

107706	2/26/2020	CALABASAS PARK HOMEOWNERS ASSO	LANDSCAPE SERVICES	49,035.00	LMD #22
107737	2/26/2020	THE OAKS OF CALABASAS HOA	LANDSCAPE SERVICES	25,405.00	LMD #22
107705	2/26/2020	CALABASAS PARK ESTATES	LANDSCAPE SERVICES	11,500.00	LMD #22
107742	2/26/2020	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	9,324.00	LMD #22
107729	2/26/2020	PACIFIC COAST FALCONRY INC.	BIRD CONTROL SERVICES	6,250.00	LMD #22
107640	2/20/2020	AZTECA LANDSCAPE	LANDSCAPE MAINTENANCE	5,727.85	LMD #22
107682	2/20/2020	PACIFIC COAST FALCONRY INC.	BIRD CONTROL SERVICES	5,000.00	LMD #22
107692	2/20/2020	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	4,149.00	LMD #22
107692	2/20/2020	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	3,347.00	LMD #22
107692	2/20/2020	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	2,113.00	LMD #22
107669	2/20/2020	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	1,109.37	LMD #22
107692	2/20/2020	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	942.00	LMD #22
107742	2/26/2020	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	927.56	LMD #22
107742	2/26/2020	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	758.23	LMD #22
107742	2/26/2020	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	748.84	LMD #22
107742	2/26/2020	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	740.00	LMD #22
107742	2/26/2020	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	617.00	LMD #22
107742	2/26/2020	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	608.00	LMD #22
107742	2/26/2020	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	550.00	LMD #22
107692	2/20/2020	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	443.00	LMD #22



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107669	2/20/2020	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	392.60	LMD #22
107692	2/20/2020	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	379.10	LMD #22
107742	2/26/2020	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	278.24	LMD #22
107742	2/26/2020	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	204.00	LMD #22
107692	2/20/2020	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	192.00	LMD #22
107669	2/20/2020	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	156.31	LMD #22
107742	2/26/2020	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	147.47	LMD #22
107742	2/26/2020	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	110.96	LMD #22
Total Amount for 28 Line Item(s) from LMD #22				\$131,155.53	
<u>LMD #24</u>					
107640	2/20/2020	AZTECA LANDSCAPE	LANDSCAPE MAINTENANCE	2,563.91	LMD #24
107640	2/20/2020	AZTECA LANDSCAPE	LANDSCAPE MAINTENANCE	1,145.38	LMD #24
107640	2/20/2020	AZTECA LANDSCAPE	LANDSCAPE MAINTENANCE	1,022.64	LMD #24
107640	2/20/2020	AZTECA LANDSCAPE	LANDSCAPE MAINTENANCE	1,018.25	LMD #24
107640	2/20/2020	AZTECA LANDSCAPE	LANDSCAPE MAINTENANCE	970.05	LMD #24
107640	2/20/2020	AZTECA LANDSCAPE	LANDSCAPE MAINTENANCE	950.00	LMD #24
107640	2/20/2020	AZTECA LANDSCAPE	LANDSCAPE MAINTENANCE	219.14	LMD #24
107640	2/20/2020	AZTECA LANDSCAPE	LANDSCAPE MAINTENANCE	219.14	LMD #24
107640	2/20/2020	AZTECA LANDSCAPE	LANDSCAPE MAINTENANCE	200.00	LMD #24
107640	2/20/2020	AZTECA LANDSCAPE	LANDSCAPE MAINTENANCE	146.09	LMD #24
107640	2/20/2020	AZTECA LANDSCAPE	LANDSCAPE MAINTENANCE	133.00	LMD #24
107701	2/26/2020	AZTECA LANDSCAPE	LANDSCAPE MAINTENANCE	133.00	LMD #24
107640	2/20/2020	AZTECA LANDSCAPE	LANDSCAPE MAINTENANCE	117.00	LMD #24
107701	2/26/2020	AZTECA LANDSCAPE	LANDSCAPE MAINTENANCE	117.00	LMD #24
Total Amount for 14 Line Item(s) from LMD #24				\$8,954.60	
<u>LMD #27</u>					
107640	2/20/2020	AZTECA LANDSCAPE	LANDSCAPE MAINTENANCE	1,457.63	LMD #27
Total Amount for 1 Line Item(s) from LMD #27				\$1,457.63	
<u>LMD #32</u>					
107640	2/20/2020	AZTECA LANDSCAPE	LANDSCAPE MAINTENANCE	3,377.34	LMD #32
107640	2/20/2020	AZTECA LANDSCAPE	LANDSCAPE MAINTENANCE	200.00	LMD #32



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Total Amount for 2 Line Item(s) from LMD #32				\$3,577.34	
<u>LMD 22 - Common Benefit Area</u>					
107699	2/26/2020	ARCH CHEMICALS, INC.	LAKE MAINTENANCE	11,730.00	LMD 22 - Common Benefit Area
107742	2/26/2020	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	2,953.58	LMD 22 - Common Benefit Area
107670	2/20/2020	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	1,354.53	LMD 22 - Common Benefit Area
107742	2/26/2020	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	1,089.00	LMD 22 - Common Benefit Area
107669	2/20/2020	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	727.11	LMD 22 - Common Benefit Area
107742	2/26/2020	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	522.00	LMD 22 - Common Benefit Area
107742	2/26/2020	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	472.66	LMD 22 - Common Benefit Area
107742	2/26/2020	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	210.00	LMD 22 - Common Benefit Area
107742	2/26/2020	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	70.00	LMD 22 - Common Benefit Area
Total Amount for 9 Line Item(s) from LMD 22 - Common Benefit Area				\$19,128.88	
<u>Media Operations</u>					
107720	2/26/2020	GRANICUS INC.	WEB ARCHIVING SERVICE	7,800.00	Media Operations
107736	2/26/2020	TELECOM LAW FIRM, P.C.	TELECOMM CONSULT SVCS	2,960.00	Media Operations
107635	2/13/2020	US BANK	VISA- CONSTANT CONTACT	969.00	Media Operations
107719	2/26/2020	FRONT SIDE SOLUTIONS, INC.	AMX PROGRAM SUPPORT	840.00	Media Operations
107635	2/13/2020	US BANK	VISA- APPLE.COM	655.91	Media Operations
107728	2/26/2020	NATIONAL CAPTIONING INSTITUTE	CLOSED CAPTIONING SVCS	504.00	Media Operations
107635	2/13/2020	US BANK	VISA- SOUNDSTRIPE	242.36	Media Operations
107635	2/13/2020	US BANK	VISA- LAPTOPSCREENS	139.59	Media Operations
107635	2/13/2020	US BANK	VISA- AMAZON.COM	130.31	Media Operations
107710	2/26/2020	CHARTER COMMUNICATIONS	CABLE MODEM- CITY HALL	91.55	Media Operations
107635	2/13/2020	US BANK	VISA- MARMALADE CAFE	78.38	Media Operations
107635	2/13/2020	US BANK	VISA- SCAN NATOA	50.00	Media Operations
107635	2/13/2020	US BANK	VISA- DAILY NEWS	10.00	Media Operations
Total Amount for 13 Line Item(s) from Media Operations				\$14,471.10	
<u>Non-Departmental - Finance</u>					
107734	2/26/2020	SECURAL SECURITY CORP	PARKING ENFORCEMENT	3,491.59	Non-Departmental - Finance
107638	2/20/2020	ART SOUP LA	ART RENTAL	2,130.14	Non-Departmental - Finance
107677	2/20/2020	MICHAEL BAKER INTERNATIONAL	PROFESSIONAL SERVICES	2,100.00	Non-Departmental - Finance
107680	2/20/2020	NEOFUNDS BY NEOPOST	POSTAGE	2,000.00	Non-Departmental - Finance



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107663	2/20/2020	IRON MOUNTAIN, INC.	STORAGE SERVICES	1,726.90	Non-Departmental - Finance
107635	2/13/2020	US BANK	VISA- CALABASAS CHAMBERS	1,500.00	Non-Departmental - Finance
107644	2/20/2020	CANON SOLUTIONS AMERICA, INC	COPIER SVC PROGRAM- JME16861	1,404.35	Non-Departmental - Finance
107643	2/20/2020	CANON FINANCIAL SERVICES INC	CANON COPIER LEASES	1,371.12	Non-Departmental - Finance
107635	2/13/2020	US BANK	VISA- LIFE STORAGE	1,371.00	Non-Departmental - Finance
107733	2/26/2020	SAFeway SIGN COMPANY	EMERGENCY- WOOLSEY FIRE 11/18	1,163.11	Non-Departmental - Finance
107635	2/13/2020	US BANK	EMERGENCY- WOOLSEY FIRE 11/18	755.71	Non-Departmental - Finance
107708	2/26/2020	CANON FINANCIAL SERVICES INC	CANON COPIER LEASES	742.64	Non-Departmental - Finance
107708	2/26/2020	CANON FINANCIAL SERVICES INC	CANON COPIER LEASES	659.79	Non-Departmental - Finance
107635	2/13/2020	US BANK	VISA- WALMART/AMAZON/COSTCO	645.68	Non-Departmental - Finance
107664	2/20/2020	J THAYER COMPANY, INC.	OFFICE SUPPLIES	376.22	Non-Departmental - Finance
107635	2/13/2020	US BANK	EMERGENCY- WOOLSEY FIRE 11/18	313.49	Non-Departmental - Finance
107635	2/13/2020	US BANK	VISA- OFFICE SUPPLY	283.83	Non-Departmental - Finance
107718	2/26/2020	FEDERAL EXPRESS CORP.	COURIER SERVICE	165.89	Non-Departmental - Finance
107644	2/20/2020	CANON SOLUTIONS AMERICA, INC	COPIER SVC PROGRAM- KZT020095	64.00	Non-Departmental - Finance
107635	2/13/2020	US BANK	VISA- RALPHS/TRADER JOE'S	58.43	Non-Departmental - Finance
107635	2/13/2020	US BANK	VISA- AMAZON.COM	54.64	Non-Departmental - Finance
107684	2/20/2020	R P BARRICADE INC	EMERGENCY- WOOLSEY FIRE 11/18	42.79	Non-Departmental - Finance
107709	2/26/2020	CANON SOLUTIONS AMERICA, INC	COPIER SVC PROGRAM- NMC09173	30.99	Non-Departmental - Finance
Total Amount for 23 Line Item(s) from Non-Departmental - Finance				\$22,452.31	

Payroll

107646	2/20/2020	CATE/CHARLES R//	HEALTH INS REIMB (RETIREE)	702.78	Payroll
107652	2/20/2020	COROALLES/ANTHONY//	HEALTH INS REIMB (RETIREE)	702.78	Payroll
107659	2/20/2020	GROVEMAN/BARRY//	HEALTH INS REIMB (RETIREE)	702.78	Payroll
107660	2/20/2020	HILL/BOB//	HEALTH INS REIMB (RETIREE)	702.78	Payroll
107673	2/20/2020	LOPATA/MARVIN//	HEALTH INS REIMB (RETIREE)	702.78	Payroll
107683	2/20/2020	PARKER/ROBIN//	HEALTH INS REIMB (RETIREE)	702.78	Payroll
107694	2/20/2020	WASHBURN/DENNIS//	HEALTH INS REIMB (RETIREE)	702.78	Payroll
107681	2/20/2020	P&A ADMINISTRATIVE SVCS INC	FSA MONTHLY ADMIN FEE- MAR 20	81.00	Payroll
Total Amount for 8 Line Item(s) from Payroll				\$5,000.46	

Police / Fire / Safety

107667	2/20/2020	L.A. CO. SHERIFF'S DEPT.	SHERIFF SVCS- JAN 2020	383,533.02	Police / Fire / Safety
107667	2/20/2020	L.A. CO. SHERIFF'S DEPT.	SHERIFF SVCS- JAN 2020	9,733.43	Police / Fire / Safety
107667	2/20/2020	L.A. CO. SHERIFF'S DEPT.	SHERIFF SVCS- JAN 2020	387.50	Police / Fire / Safety



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Total Amount for 3 Line Item(s) from Police / Fire / Safety				\$393,653.95	
Public Safety & Emergency Preparedness					
107635	2/13/2020	US BANK	VISA- PET PARTNERS	250.00	Public Safety & Emergency Preparedness
107635	2/13/2020	US BANK	VISA- PAPA SYSTEMS	125.00	Public Safety & Emergency Preparedness
107635	2/13/2020	US BANK	VISA- COSTCO	120.10	Public Safety & Emergency Preparedness
Total Amount for 3 Line Item(s) from Public Safety & Emergency Preparedness				\$495.10	
Public Works					
107725	2/26/2020	MARINA LANDSCAPE, INC.	MALIBU HILLS ROAD PROJ	255,867.00	Public Works
107707	2/26/2020	CALIFORNIA GREEN CONSULTANT	CONSULTING SERVICES	19,250.00	Public Works
107714	2/26/2020	DOWNSTREAM SVCS, INC.	CDS UNIT MAINTENANCE	9,303.00	Public Works
107648	2/20/2020	CLEANSTREET INC	MONTHLY SVC - STREET SWEEPING	8,328.66	Public Works
107742	2/26/2020	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- P.W.	2,853.63	Public Works
107670	2/20/2020	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	1,252.62	Public Works
107665	2/20/2020	KHANDAKER/ASHIQUE//	CONSULTING SERVICES	875.00	Public Works
107721	2/26/2020	HAJIZADEH/HOUMAN//	CONSULTING SERVICES	866.25	Public Works
107742	2/26/2020	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- PARKS	866.23	Public Works
107665	2/20/2020	KHANDAKER/ASHIQUE//	CONSULTING SERVICES	787.50	Public Works
107670	2/20/2020	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	466.97	Public Works
107669	2/20/2020	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	243.43	Public Works
107635	2/13/2020	US BANK	VISA- BANNERS ON THE CHEAP	185.25	Public Works
107669	2/20/2020	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	179.30	Public Works
107713	2/26/2020	DEPARTMENT OF CONSUMER AFFAIRS	ENGINEER LICENSE RENEWAL	115.00	Public Works
107690	2/20/2020	UNDERGROUND SERVICE ALERT	MONTHLY MEMBERSHIP FEE	110.65	Public Works
107635	2/13/2020	US BANK	VISA- EREPLACEMENTPARTS.COM	60.26	Public Works
107635	2/13/2020	US BANK	EMERGENCY- WOOLSEY FIRE 11/18	51.61	Public Works
107635	2/13/2020	US BANK	VISA- HOME DEPOT	42.18	Public Works
107635	2/13/2020	US BANK	VISA- MARMALADE CAFE	40.47	Public Works
107654	2/20/2020	DIG SAFE BOARD	STATE REGULATORY FEE	40.01	Public Works
107635	2/13/2020	US BANK	EMERGENCY- WOOLSEY FIRE 11/18	35.95	Public Works
107635	2/13/2020	US BANK	VISA- DIY/HOME DEPOT	22.93	Public Works
107635	2/13/2020	US BANK	VISA- HOME DEPOT	15.95	Public Works
107635	2/13/2020	US BANK	VISA- DIY/HOME DEPOT	11.44	Public Works



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Total Amount for 25 Line Item(s) from Public Works				\$301,871.29	
Recoverable / Refund / Liability					
107681	2/20/2020	P&A ADMINISTRATIVE SVCS INC	FSA-MED CARE REIMBURSEMENT	1,235.58	Recoverable / Refund / Liability
107681	2/20/2020	P&A ADMINISTRATIVE SVCS INC	FSA-MED CARE REIMBURSEMENT	44.10	Recoverable / Refund / Liability
107635	2/13/2020	US BANK	VISA- TICO'S RESTAURANT	35.62	Recoverable / Refund / Liability
107635	2/13/2020	US BANK	VISA- AMAZON.COM	2.49	Recoverable / Refund / Liability
107725	2/26/2020	MARINA LANDSCAPE, INC.	MALIBU HILLS ROAD PROJ	-12,793.35	Recoverable / Refund / Liability
Total Amount for 5 Line Item(s) from Recoverable / Refund / Liability				\$-11,475.56	
Tennis & Swim Center					
107742	2/26/2020	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- T&SC	3,862.71	Tennis & Swim Center
107687	2/20/2020	SOUTHERN CALIFORNIA GAS CO	GAS SERVICE	3,849.82	Tennis & Swim Center
107693	2/20/2020	VORTEX INDUSTRIES INC	DOOR REPAIRS - T&SC	2,505.91	Tennis & Swim Center
107724	2/26/2020	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	1,781.11	Tennis & Swim Center
107645	2/20/2020	CASAS/JORGE//	FITNESS EQUIPMENT REPAIRS	1,290.33	Tennis & Swim Center
107635	2/13/2020	US BANK	VISA- PYRAMID PIPE & SUPPLY	1,035.56	Tennis & Swim Center
107635	2/13/2020	US BANK	VISA- CLARK PEST CONTROL	975.00	Tennis & Swim Center
107635	2/13/2020	US BANK	VISA- LIFEGUARD STORE	917.78	Tennis & Swim Center
107738	2/26/2020	TIME WARNER CABLE	CABLE MODEM/HDTV- T&SC	651.23	Tennis & Swim Center
107743	2/26/2020	WATERLINE TECHNOLOGIES INC	POOL CHEMICALS	461.73	Tennis & Swim Center
107635	2/13/2020	US BANK	VISA- AMAZON.COM	406.99	Tennis & Swim Center
107651	2/20/2020	COMMERCIAL AQUATIC SVCS	POOL SERVICE/REPAIR	391.05	Tennis & Swim Center
107635	2/13/2020	US BANK	VISA- USTA	385.00	Tennis & Swim Center
107635	2/13/2020	US BANK	VISA- PERFORMANCE HEALTH	345.46	Tennis & Swim Center
107635	2/13/2020	US BANK	VISA- INDEED/CAP LEASING	241.60	Tennis & Swim Center
107635	2/13/2020	US BANK	VISA- SMART & FINAL	237.07	Tennis & Swim Center
107669	2/20/2020	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	216.17	Tennis & Swim Center
107635	2/13/2020	US BANK	VISA- MR. G FITNESS	180.00	Tennis & Swim Center
107635	2/13/2020	US BANK	VISA- HOME DEPOT	165.51	Tennis & Swim Center
107635	2/13/2020	US BANK	VISA- HOME DEPOT	151.31	Tennis & Swim Center
107635	2/13/2020	US BANK	VISA- FRANKLIN HARDWARE	140.01	Tennis & Swim Center
107635	2/13/2020	US BANK	VISA- CONSTANT CONTACT	100.00	Tennis & Swim Center
107635	2/13/2020	US BANK	VISA- CAMPUSAVE.COM	76.00	Tennis & Swim Center
107635	2/13/2020	US BANK	VISA- RALPHS	36.16	Tennis & Swim Center
107724	2/26/2020	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	15.00	Tennis & Swim Center



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107635	2/13/2020	US BANK	VISA- SUPERIOR AWNING	-2,943.09	Tennis & Swim Center
Total Amount for 26 Line Item(s) from Tennis & Swim Center				\$17,475.42	
Transportation					
107727	2/26/2020	MV TRANSPORTATION, INC.	SHUTTLE SERVICES- JAN 20	18,376.17	Transportation
107727	2/26/2020	MV TRANSPORTATION, INC.	SHUTTLE SERVICES- JAN 20	15,728.86	Transportation
107655	2/20/2020	ECONOLITE CONTROL PROD INC	TRAFFIC SIGNAL EQUIPMENT	6,924.74	Transportation
107698	2/26/2020	ALL CITY MANAGEMENT SVCS, INC.	SCHOOL CROSSING GUARD SVCS	6,143.71	Transportation
107739	2/26/2020	UNITED PACIFIC	FUEL CHARGES- JAN 2020	5,043.82	Transportation
107635	2/13/2020	US BANK	VISA- CUBIC DEFENSE APP	3,239.10	Transportation
107727	2/26/2020	MV TRANSPORTATION, INC.	SHUTTLE SERVICES- JAN 20	2,709.00	Transportation
107671	2/20/2020	LAS VIRGENES UNIFIED SCHOOL	BEFORE & AFTER SCHOOL AIDES	1,321.77	Transportation
107727	2/26/2020	MV TRANSPORTATION, INC.	SHUTTLE FUEL COST- JAN 20	898.51	Transportation
107666	2/20/2020	KOA CORPORATION	CONSULTING SERVICES	532.32	Transportation
107666	2/20/2020	KOA CORPORATION	CONSULTING SERVICES	369.96	Transportation
107635	2/13/2020	US BANK	VISA- 7 ELEVEN/EXXON/SHELL OIL	227.89	Transportation
107668	2/20/2020	LA DWP	TRAFFIC METER SERVICE	158.66	Transportation
107635	2/13/2020	US BANK	VISA- AMAZON.COM	143.35	Transportation
107635	2/13/2020	US BANK	VISA- SHELL OIL	117.89	Transportation
107635	2/13/2020	US BANK	VISA- ACCO BRANDS	114.44	Transportation
107635	2/13/2020	US BANK	VISA- SHELL OIL	90.03	Transportation
107635	2/13/2020	US BANK	VISA- AMAZON.COM	79.22	Transportation
107635	2/13/2020	US BANK	VISA- SHELL OIL/SINCLAIR GAS	59.47	Transportation
107635	2/13/2020	US BANK	VISA- DIY/HOME DEPOT	51.27	Transportation
107635	2/13/2020	US BANK	VISA- SHELL OIL	50.74	Transportation
107635	2/13/2020	US BANK	VISA- CHEVRON	30.00	Transportation
107635	2/13/2020	US BANK	VISA- SINCLAIR GAS	29.52	Transportation
107635	2/13/2020	US BANK	VISA- CHEVRON	26.28	Transportation
107635	2/13/2020	US BANK	VISA- CHEVRON	12.00	Transportation
Total Amount for 25 Line Item(s) from Transportation				\$62,478.72	
GRAND TOTAL for 352 Line Items				\$1,170,882.01	



Check Register Report

Bank: BANK OF AMERICA - TENNIS & SWIM CENTER

Reporting Period: 02/01/2020 to 02/28/2020

Date: 2/28/2020

Time: 11:32:17AM

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Check No.	Check Date	Vendor Name	Check Description	Amount	Department
Recoverable / Refund / Liability					
13801	2/20/2020	LIU/CINDY//	REFUND- TENNIS TOURNAMENT	40.00	Recoverable / Refund / Liability
Total Amount for 1 Line Item(s) from Recoverable / Refund / Liability				\$40.00	
Tennis & Swim Center					
13808	2/26/2020	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	9,902.58	Tennis & Swim Center
13804	2/26/2020	BLUE SHIELD OF CA	INSURANCE EXPENSE	7,459.78	Tennis & Swim Center
13807	2/26/2020	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	1,781.11	Tennis & Swim Center
13809	2/26/2020	UNIFIRST CORPORATION	JANITORIAL SUPPLIES	892.63	Tennis & Swim Center
13800	2/20/2020	DESIGNSCAPE	PLANT MAINTENANCE- T&SC	436.00	Tennis & Swim Center
13800	2/20/2020	DESIGNSCAPE	PLANT MAINTENANCE- T&SC	427.55	Tennis & Swim Center
13799	2/20/2020	AT&T	TELEPHONE SERVICE	349.13	Tennis & Swim Center
13806	2/26/2020	IMAGE SOURCE	ADMINISTRATIVE EXPENSES	344.76	Tennis & Swim Center
13804	2/26/2020	BLUE SHIELD OF CA	INSURANCE EXPENSE	330.30	Tennis & Swim Center
13810	2/26/2020	XEROX FINANCIAL SERVICES	ADMINISTRATIVE EXPENSES	288.97	Tennis & Swim Center
13803	2/20/2020	UNIFIRST CORPORATION	JANITORIAL SUPPLIES	138.39	Tennis & Swim Center
13809	2/26/2020	UNIFIRST CORPORATION	JANITORIAL SUPPLIES	134.23	Tennis & Swim Center
13802	2/20/2020	RICHARDS/JEFF//	REIMBURSE EXPENSE	20.00	Tennis & Swim Center
13805	2/26/2020	DESIGNSCAPE	PLANT MAINTENANCE- T&SC	13.14	Tennis & Swim Center
Total Amount for 14 Line Item(s) from Tennis & Swim Center				\$22,518.57	
GRAND TOTAL for 15 Line Items				\$22,558.57	

Department Agenda Headings Agenda Title/Future Agenda

25-Mar

1	CC	Presentation	To Jan Silver upon her retirement
2	PW	Consent	Recommendation to approve a professional services agreement with XXXXX for City wide Street Tree, City Parks, LLAD and LMD Districts 22, 24, 27, 32, and CBA Tree Maintenance Services on <u>an as needed basis in an amount not to exceed XXXXX</u>
3	FIN	New Business	Consider Comprehensive Annual Financial Report (CAFR) and other audit reports for FY ending June 30, 2019
4	CD	New Business	Adotion of Resolution No. 2020-1662, recommendation from Planning Commission to change meeting start time to 6 p.m.
5	CD	New Business	Affordable Housing Expirations/Annual progress report

Future Items

6	CC	New Business	Adoption of Resolutino No. 2020-1668, reciting the fact of the Speical Municpal Election held on <u>March 3, 2020, declaring the result and such other matters as provided by law</u>
7	PW	Consent	Adoption of Resolution No. 2020-1664, initiating proceedings for the levy and collection of assessments in connection with Landscape Maintenance District No. 22 and Landscape Lighting Act District Nos. 22, 24, 27, and 32 for Fiscal Year 2020-2021; Adoption of Resolution No. 2020-1665, approving a preliminary Engineer's Report with respect to the levy and collection of assessments in connection with the Landscape Lighting Act District Nos. 22, 24, 27, and 32 for Fiscal Year 2020-2021; Adoption of Resolution No. 2020-1666 declaring its intent to levy and collect assessments within Landscape Maintenance District No. 22 and Landscape Lighting Act District Nos. 22, 24, 27, and 32 and setting a time and place for a public hearing
8	CC	Presentation	Annual book donation by Las Virgenes Municipal Water District
9	PW	New Business	Public meeting regarding Landscape Maintenance District No. 22 and Landscape Lighting Act District Nos. 22, 24, 27 & 32 Assessment Proceedings
10	CD	New Business	Ordinance regulating construction work hours
11	PW	Public Hearing	Adoption of Resolution 2020-1667, approving a final Engineer's Report in connection with Landscape Lighting Act District Nos. 22, 24, 27, 32 and confirming diagrams and assessments for <u>such districts for Fiscal Year 2020-2021</u>
12	AS/HR	New Business	Hiring freeze explanation/process
13	PW	New Business	Update regarding anticoagulants
14	PW	New Business	Designated parking space violation ordinance
15	CD/Finance	New Business	Annexation update
16	CA	New Business	Closed session regarding State's mandate for affordable housing
17	CA/CC	New Business	Report/timeline on a cannabis tax initiative
18	CD	New Business	Story poles review by Planning Commission or CDD
19	CD	Public Hearing	West Village Project
19	AS/HR	New Business	Classification and compensation study

2020 Meeting Dates

08-Apr - Canceled - Passover	26-Aug
22-Apr - Workshop	9-Sep
13-May - Canceled - CCCA Annual Municipal Seminar	23-Sep
27-May	14-Oct
10-Jun	28-Oct
24-Jun	3-Nov General Municipal Election
8-Jul - Canceled	11-Nov Canceled - Veteran's Day
22-Jul - Canceled	25-Nov Canceled - Thanksgiving Eve
12-Aug	9-Dec - Election Certification/ Council Reorg.
	23-Dec - Canceled