



## CITY *of* CALABASAS

**CITY COUNCIL AGENDA  
REGULAR MEETING – WEDNESDAY, MAY 27, 2015  
CITY HALL COUNCIL CHAMBERS  
100 CIVIC CENTER WAY, CALABASAS  
[www.cityofcalabasas.com](http://www.cityofcalabasas.com)**

The starting times listed for each agenda item should be considered 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.

### **CLOSED SESSION – CONFERENCE ROOM – 6:30 P.M.**

1. Conference with legal counsel anticipated litigation – one case.  
Government Code §54956.9(d)4

### **OPENING MATTERS – 7:00 P.M.**

Call to Order/Roll Call of Councilmembers  
Pledge of Allegiance by Girl Scout Troop 2626  
Approval of Agenda

### **ANNOUNCEMENTS/INTRODUCTIONS – 7:10 P.M.**

- Adjourn in memory

### **PRESENTATIONS – 7:25 P.M.**

- Sheriff's Crime Report

### **ORAL COMMUNICATIONS – PUBLIC COMMENT – 7:45 P.M.**

### **CONSENT ITEMS – 7:55 P.M.**

1. [Approval of meeting minutes from April 22, 29 and May 11, 2015](#)
2. [Adoption of Ordinance No. 2015-324 pertaining to Chapter 8.12, Second Hand Smoke Control of the Calabasas Municipal Code](#)
3. [Adoption of Resolution Nos. 2015-1453, 2015-1454 and 2015-1455 regarding the Calabasas General Municipal Election to be held on November 3, 2015](#)
4. [Adoption of Resolution No. 2015-1457, approving revisions to Human Resource Guidelines, Section 9.02 Sick Leave](#)
5. [Recommendation from the Parks, Recreation and Education Commission to award a contract to Great Western Park & Playground in the amount of \\$93,307.90 for the installation of a play environment, Specification No. 14-15-07 at Juan Bautista de Anza Park](#)
6. [Recommendation from the Interim Senior Center Advisory Board to confirm Charlotte Meyer as their Senior representative on the Parks, Recreation and Education Commission](#)
7. [Recommendation to approve a professional services agreement with Hopkins & Carley for general employment advice](#)
8. [Authorization to approve contract change order for Vandergeest Landscape, Care, Inc. in the amount of \\$139,225 to fund regularly scheduled landscape maintenance and required extra work as part of the landscape maintenance of public works street medians and certain sidewalks and parkway areas \(Area #1\) for the remainder of fiscal year 2014-15 and fiscal year 2015-16 until the contract ends on February 14, 2016](#)
9. [Recommendation to award construction contract for the Las Virgenes Road Scenic Corridor Completion Project, Specification No. 14-15-08, in the amount of \\$4,388,760.40, to Palp, Inc. DBA Excel Paving Company; and to appropriate \\$50,500 to Converse Consultants for materials testing, for a total of \\$4,388,760.40](#)
10. [Approval of Memorandums of Understanding with the Los Angeles County Metropolitan Transportation Authority for use of Measure "R" sub-regional funds for completing the design and construction of the off-ramp US-101 at Las Virgenes Road Project](#)

11. [Recommendation to award a contract to Valley Crest Tree Company in the amount of \\$111,000 for the relocation and preservation of five existing oak trees within the Las Virgenes Scenic Corridor](#)
12. [Recommendation to award contract to NIC Partners, Inc. in the amount not to exceed \\$76,800 to upgrade Calabasas Civic Center's VoIP Telecommunications System](#)
13. [Council liaisons and external committee appointments](#)

#### **NEW BUSINESS – 8:15 P.M.**

14. [Adoption of Resolution Nos. 2015-1460 and 2015-1461 for the submission to the voters a binding question relating to open space for the November 3, 2015, General Municipal Election](#)
15. [A discussion, presentation and direction to staff from the City Council to proceed with the City's Solid Waste Franchise Agreement Request for Proposals \(RFP\)](#)
16. [Design considerations for the citywide median street name sign replacement program](#)
17. [Recommendation from the Planning Commission regarding modifications to the Community Development Department's story pole policy](#)
18. [Council position on State Senate Bill 277 \(Pan and Allen\) regarding exemption from childhood vaccinations](#)
19. [Council position on State Senate Bill 151 \(Hernandez\) regarding raising smoking legal age limit](#)
20. [Council position on Senate Bill SB 32 \(Pavley\) regarding Climate Pollution Reduction Beyond 2020: Healthier Communities and a Stronger Economy](#)

#### **INFORMATIONAL REPORTS – 10:15 P.M.**

21. [Check Register for the period of April 15-May 13, 2015](#)

#### **TASK FORCE REPORTS – 10:17 P.M.**

#### **CITY MANAGER'S REPORT – 10:23 P.M.**

#### **FUTURE AGENDA ITEMS – 10:25 P.M.**

**ADJOURN – 10:30 P.M.**

The City Council will adjourn in memory of Erwin B. Gaines to their regular meeting scheduled for Wednesday, June 10, 2015, at 7:30 p.m.

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

**MINUTES OF A REGULAR MEETING OF  
THE CITY COUNCIL OF THE CITY OF CALABASAS, CALIFORNIA  
HELD WEDNESDAY, APRIL 22, 2015**

Mayor Martin called to order the Closed Session portion of the meeting at 6:05 p.m. in the Council Conference Room, 100 Civic Center Way, Calabasas, California. All members of the City Council were present.

**CLOSED SESSION**

1. Conference with legal counsel, anticipated litigation, one case, Government Code section 54956.9 (d)(2)e)(2)- Las Virgenes Municipal Water District claim for UUT refund
2. Conference with legal counsel anticipated litigation – one case. Government Code §54956.9(d)4

The Council convened to Open Session at 7:03 p.m.

**ROLL CALL**

Present: Mayor Martin, Mayor pro Tem Bozajian, Councilmembers Gaines, Maurer and Shapiro  
Absent: None.  
Staff: Ball, Cohen, Coroalles, Hernandez, Holden, Howard, Huncke, Lysik and Yalda.

The Pledge of Allegiance was led by Girl Scout Troop 2626.

**APPROVAL OF AGENDA**

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

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

**ANNOUNCEMENTS/INTRODUCTIONS**

- Adjourn in memory

Mayor Martin announced that the meeting would be adjourned in memory of former Rotarian, Jim Doran and presented the family with a certificate of adjournment. Councilmembers expressed condolences to the family.

Mr. Howard announced that in Closed Session Item No. 1, the Council unanimously approved a proposed settlement agreement with the LVMWD for a Utility Users Tax refund claim. In regard to Item No. 2, Mr. Howard reported that the Council directed no litigation be filed against a particular party at this time.

Members of the Council made the following announcements:

Councilmember Gaines:

- Wished everyone Happy Earth Day and Happy Administrative Professionals Day.
- Councilmember Shapiro and he were at Chaparral Elementary on April 22 for their Farmer's Market Jamboree.
- Mrs. Gaines and he took the LVMWD's landscaping class that teaches how to replace lawn.
- The Chamber is hosting a mixer on April 23 and the annual wine tasting on May 8.
- The CHS Performing Arts Education Center is hosting a fundraiser with Jason Alexander's one man show debuting on April 25.
- Bay Laurel Elementary School's carnival is scheduled on May 3.
- Expressed appreciation to all for their thoughts and prayers for the passing of his dad.

Councilmember Maurer:

- The Calabasas Fine Arts Festival will take place on May 2 and 3.
- A mothers' day event to watch Frozen is scheduled on May 9.
- A series of one week camps are scheduled in the summer.

Councilmember Shapiro:

- Expressed condolences to Councilmember Gaines.
- A fundraiser for Loving Home Hospice will take place on April 24 at Golden Spoon.
- The Rotary Club of Calabasas will host the annual Canine Classic on April 26.
- Law Day is taking place on May 1 in the Library.
- Calabasas High School Peer Support will be hosting the bully movie for middle school students on May 6.

Mayor pro Tem Bozajian:

- Dedicated his announcements to the 100<sup>th</sup> anniversary of the Armenian Genocide.

Mayor Martin:

- A fundraiser was held for the upcoming visit from Special Olympians from England. She encouraged the community to volunteer.
- Showcased a video releasing sea lion pups into the ocean after being cared by the California Wildlife Centers Marine Mammal Rescue Team.

## **PRESENTATIONS**

- LVMWD impacts on drought

Dave Pedersen provided a presentation.

## **ORAL COMMUNICATIONS – PUBLIC COMMENT**

Lynda Lo-Hill spoke during public comment.

## **CONSENT ITEMS**

1. Approval of meeting minutes from April 8, 2015
2. Recommendation from the Parks, Recreation and Education Commission to:  
1. Award contract to Malibu Pacific Tennis Courts, Inc. in the amount of \$88,000 for the installation of a USTA 8 and under tennis court; 2. Allocate \$17,700 for site drainage, landscaping and shaded shelter and seating at the Calabasas Tennis & Swim Center
3. Authorization to approve budgeted funding and change order for Newbury Park Tree Service in the amount of \$21,500 for FY2014-2015 for regular monthly tree maintenance within Landscape Lighting Act District Nos. 24, 27 and 32 in the City of Calabasas
4. Authorization to approve budgeted funding and change orders for Venco Western, Inc. in the amount of \$1,453,960 for FY2015-16 for regular monthly landscape maintenance and authorized extra work in nine specified zones as part of Specification No.10-11-02 Landscape Maintenance of Common Benefit Areas within Landscape Maintenance District 22 and common areas of specified homeowner associations within Landscape Lighting Act District No. 22
5. Adoption of Resolution No. 2015-1447, initiating proceedings for the levy and collection of assessments within Landscape Maintenance District No. 22 and Landscape Lighting Act District Nos. 22, 24, 27 and 32 and ordering a preliminary Engineer's Report; Adoption of Resolution No. 2015-1448, approving a preliminary Engineer's Report with respect to the levy and collection of assessments in connection with Landscape Lighting Act District Nos. 22, 24, 27 and 32 for Fiscal Year 2015-2016; Adoption of Resolution No. 2015-1549 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 time and place for public hearing

6. Adoption of Resolution No. 2015-1446 to approve a summary vacation of 1,103.78 square feet of real property known as Hummingbird Way located adjacent to 22969 Hummingbird Way within the Residential Single-Family Zoning District
7. Introduction of Ordinance No. 2015-324 pertaining to Chapter 8.12, Second Hand Smoke Control of the Calabasas Municipal Code to correct a clerical error

Item Nos. 2, 3 and 6-7 were pulled by Councilmember Gaines, Mayor Martin and Mayor pro Tem Bozajian, respectively.

**Councilmember Shapiro moved, seconded by Councilmember Maurer to approve Consent Items No. 1, 4 and 5. MOTION CARRIED 5/0 as follows:**

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

**After further discussion, Councilmember Gaines moved, seconded by Councilmember Shapiro to approve Consent Item No. 2. MOTION CARRIED 5/0 as follows:**

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

**After further discussion, Councilmember Maurer moved, seconded by Councilmember Shapiro to approve Consent Item No. 3. MOTION CARRIED 5/0 as follows:**

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

**After further discussion, Mayor pro Tem Bozajian moved, seconded by Councilmember Maurer to approve Consent Item No. 6. MOTION CARRIED 5/0 as follows:**

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

R.L. Embree spoke on Item No. 7.

Staff was directed to review the Municipal Code to ensure that all ordinances adopted during the transition of municipal code publishing companies were properly published. In addition, the Council requested the second-hand ordinance be agendized to a future meeting.

**After further discussion, Mayor pro Tem Bozajian moved, seconded by Councilmember Maurer to approve Consent Item No. 7. MOTION CARRIED 5/0 as follows:**

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

The Council recessed at 8:39 p.m.

The Council reconvened at 8:47 p.m.

### **NEW BUSINESS**

8. Adoption of Resolution No. 2015-1451 consenting to inclusion of properties within the City's jurisdiction in the California HERO Program to finance distributed generation renewable energy sources, energy and water efficiency improvements and electric vehicle charging infrastructure

Mr. Coroalles introduced Alex Mitchell to provide an overview of the program.

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

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

9. Adoption of Resolution No. 2015-1452 approving documents related to the issuance of the Series 2015 Certificates of Participation (Civic Center) and the execution and delivery of these Certificates of Participation in an amount not to exceed \$43,000,000

Dr. Lysik presented the report.

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

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

## **INFORMATIONAL REPORTS**

10. Check Register for the period of April 1-18, 2015

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

## **TASK FORCE REPORTS**

Councilmember Shapiro congratulated Mayor pro Tem Bozajian for being appointed President of the Calabasas-Las Virgenes Historical Society. He also announced his attendance to the League's Policy Committee meeting on April 9.

Councilmember Maurer encouraged the community to sign up for the different events to prepare for the Special Olympics guests from England. Councilmember Gaines expressed appreciation to Rod and Toni Yamin for hosting the recent Special Olympics fundraiser and their generous donation. Councilmember Maurer further reported that she has participated in several League Legislative Committee meetings.

Mayor Martin reported that the extra Measure R monies requested by the cities will most likely be approved sometime in May.

## **CITY MANAGER'S REPORT**

Mr. Coroalles reported that bid openings took place for the Mulholland Scenic Corridor and the Las Virgenes Scenic Corridor projects and that contracts would be scheduled for the April 29 workshop.

## **FUTURE AGENDA ITEMS**

Mayor pro Tem Bozajian announced that the April 29 Council workshop is scheduled at 6 p.m.

The Council concurred with Councilmember Gaines to agendize Senate Bill 277 regarding vaccinations; Senate Bill 151 regarding smoking age limit; as well as the vaccination issue at Creekside. Councilmember Gaines also requested staff to track noticing practices and present to Council at a future meeting. Further, Councilmember Gaines requested the next meeting be adjourned in memory of Hal Exler. Councilmember Shapiro requested that a future meeting be adjourned in memory of Councilmember Gaines' father.

The Council recessed to the Calabasas Facilities Corporation at 9:15 p.m.

**ADJOURN**

The City Council adjourned at 9:19 p.m. in memory of Jim Doran to a special meeting/workshop scheduled on Wednesday, April 29, 2015, at 6:00 p.m.

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Maricela Hernandez, MMC  
City Clerk



Councilmember Gaines:

- Bay Laurel Elementary School's carnival is scheduled on May 3.

Councilmember Maurer:

- Congratulated the LVUSD for an excellent fundraiser with Jason Alexander on April 25.
- Extended appreciation to Larry and Cindy Iser for their hard work and dedication supporting the arts at schools in Calabasas.

Mayor Martin:

- Expressed appreciation to the Rotary Club and the Agoura Hills/Calabasas Community Center for a great Canine Classic.
- Reiterated an invitation to Relay for Life on May 16-17.
- The Chamber's Mayor Luncheon is scheduled on May 21.
- Extended an invitation to Calabasas Dodger Night on June 8.

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

Jacqueline Souza spoke during public comment.

### **CONSENT ITEMS**

1. Recommendation to reject all bids for the Parkway Calabasas/US 101 SB Off-Ramp Intersection Improvement Project, Specification No. 14-15-03
2. Recommendation to award construction contract for the Mulholland Scenic Corridor Phase III Project, Specification No. 14-15-06 to C.A. Rasmussen, Inc.

Mayor Martin pulled Item No. 1.

**Councilmember Gaines moved, seconded by Councilmember Maurer to approve Consent Items No. 2. MOTION CARRIED 5/0 as follows:**

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

**After further discussion, Councilmember Shapiro moved, seconded by Councilmember Maurer to approve Consent Item No. 1. MOTION CARRIED 5/0 as follows:**

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

## SPECIAL ITEMS

3. Recent losses of City revenues; increased future expenses (Senior Center); future revenue potential

Dr. Lysik presented an overview of the City's revenues and expenditures.

Leslie Kraut and Alicia Weintraub spoke on Item No. 3.

4. Councilmember discretionary accounts

It was agreed that the Budget subcommittee would review the current discretionary accounts resolution and present recommendation to the Council at a future meeting.

5. Open Space Ordinance

The Council unanimously agreed to place the Open Space Measure on the November 3, 2015 election. Councilmember Bozajian agreed to work with the City Attorney to write the ballot statement for the Measure.

The Council recessed at 7:49 p.m.

The Council reconvened at 8:00 p.m.

6. Review Council Protocols

A subcommittee composed of Mayor pro Tem Bozajian and Councilmember Gaines was formed to review Council Protocols and present recommendations to the Council at a future meeting.

7. Discussion regarding the City's 25<sup>th</sup> anniversary of cityhood

A subcommittee composed of Mayor pro Tem Bozajian and Councilmember Gaines was formed to explore ideas for the City's 25<sup>th</sup> anniversary celebration.

8. Council liaisons and external committee appointments

Antasha Lange and Charlotte Meyer spoke on Item No. 8.

The City Council concurred to the following appointments:

### **Council Liaisons**

- Budget Liaison: Mayor Martin, Councilmember Shapiro

- Cityhood 25<sup>th</sup> Anniversary: Mayor pro Tem Bozajian, Councilmember Gaines
- Commission Procedures/Council Protocols: Mayor pro Tem Bozajian, Councilmember Gaines
- Economic Development: Councilmember Shapiro, Councilmember Gaines
- Emergency Preparedness Task Force: Councilmember Shapiro, Councilmember Maurer
- Open Space Liaison: Councilmember Maurer, Mayor pro Tem Bozajian
- Schools Area Traffic Safety Committee: Mayor Martin, Councilmember Shapiro
- School Sites Liaisons: Mayor Martin, Councilmember Gaines
- Senior Taskforce: Councilmember Shapiro, Councilmember Maurer
- Special Olympics: Councilmember Gaines, Councilmember Maurer

#### **Council External Committee**

- AHCCC Joint Powers Authority Board: Mayor pro Tem Bozajian, Mayor Martin (Alternate)
- Calabasas Chamber of Commerce: Mayor Martin, Councilmember Gaines (Alternate)
- California Contract Cities Association: Mayor pro Tem Bozajian
- California Joint Powers Insurance Authority: Mayor Martin, Mayor pro Tem Bozajian (Alternate)
- Economic Alliance of the San Fernando Valley Board of Directors: Councilmember Gaines, Councilmember Shapiro (Alternate)
- Headwaters Corner Interpretive Center Board of Directors: Councilmember Maurer, Mayor Martin (Alternate)
- Las Virgenes – Malibu Council of Governments: Mayor Martin, Councilmember Maurer (Alternate)
- League of California Cities, Los Angeles Division: Councilmember Maurer, Councilmember Shapiro (Alternate)
- Los Angeles County City Selection Committee: Mayor Martin, Mayor pro tem Bozajian (Alternate)
- Santa Monica Mountains Conservancy Advisory Board: Councilmember Maurer
- Southern California Association of Governments (SCAG): Mayor Martin
- Valley Industry Commerce Association (VICA): Councilmember Gaines

#### **FUTURE AGENDA**

Mayor pro Tem Bozajian requested an update on the review of the Municipal Code once it has been completed.

The Council requested story polls be scheduled for a future meeting.

## **TASKFORCE REPORTS**

Mayor pro Tem Bozajian announced he would be forwarding the Agoura Hills/Calabasas Community Center's strategic planning report. In addition, he announced that he would be attending the California Contract Cities Association Annual Municipal Conferen May 14-17.

Councilmember Maurer reported on her attendance to a Santa Monica Mountains Conservancy Advisory meeting.

The Council recessed to Closed Session at 9:25 p.m.

## **CLOSED SESSION**

1. Conference with legal counsel anticipated litigation – one case.  
Government Code §54956.9(d)4.

The Council reconvened to Open Session at 10:34 p.m.

The City Attorney reported that the Council did not decide whether to initiate litigation and directed him to review additional documents and advise accordingly.

## **ADJOURN**

Councilmember Shapiro moved, seconded by Councilmember Gaines to adjourn the meeting at 10:36 p.m. to their next regular meeting scheduled on Wednesday, May 27, 2015, at 7:00 p.m.

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Maricela Hernandez, MMC  
City Clerk

**MINUTES OF A SPECIAL MEETING OF  
THE CITY COUNCIL OF THE CITY OF CALABASAS, CALIFORNIA  
HELD MONDAY, MAY 11, 2015**

Mayor Martin called the meeting to order at 6:01 p.m. in the Council Chambers, 100 Civic Center Way, Calabasas, California. All members of the City Council were present.

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

**APPROVAL OF AGENDA**

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

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

**ORAL COMMUNICATIONS – PUBLIC COMMENT**

No members of the public were present.

The Council recessed to Closed Session at 6:02 p.m.

**CLOSED SESSION**

1. Conference with legal counsel anticipated litigation – one case. Government Code §54956.9(d)4.

**ADJOURN**

The Council adjourned at 7:10 p.m. to their next regular meeting scheduled on Wednesday, May 27, 2015, at 7:00 p.m.

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Maricela Hernandez, MMC  
City Clerk



**CITY of CALABASAS**

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**CITY COUNCIL AGENDA REPORT**

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**DATE:** MAY 12, 2015

**TO:** HONORABLE MAYOR AND COUNCILMEMBERS

**FROM:** SCOTT H. HOWARD, CITY ATTORNEY  
MARICELA HERNANDEZ, MMC, CITY CLERK *MHC*

**SUBJECT:** ADOPTION OF ORDINANCE NO. 2015-324 PERTAINING TO CHAPTER 8.12, SECOND HAND SMOKE CONTROL OF THE CALABASAS MUNICIPAL CODE

**MEETING**

**DATE:** MAY 27, 2015

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**SUMMARY RECOMMENDATION:**

That the City Council adopt Ordinance No. 2015-324 pertaining to Chapter 8.12, Second Hand Smoke Control of the Calabasas Municipal Code.

**BACKGROUND:**

Ordinance No. 2015-324 was introduced at the April 22, 2015, Council meeting.

**RECOMMENDATION:**

That the Council adopt Ordinance number 2015-324.

**ATTACHMENT:**

Ordinance No. 2015-324

**ITEM 2 ATTACHMENT  
ORDINANCE NO. 2015-324**

**AN ORDINANCE OF THE CITY OF CALABASAS  
REGULATING SECOND-HAND SMOKE IN MULTI-FAMILY  
RENTAL HOUSING AND AMENDING THE CALABASAS  
MUNICIPAL CODE.**

**THE CITY COUNCIL OF THE CITY OF CALABASAS DOES ORDAIN AS  
FOLLOWS:**

**SECTION 1.** Chapter 8.12 related to the Second Hand Smoke Control of the Calabasas Municipal Code is hereby amended to read as follows:

8.12.030 - Definitions.

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

A. "Business" means any sole proprietorship, partnership, joint venture, corporation, association, or other entity formed for profit-making purposes or that has an Employee.

B. "Common area at a shopping mall" means any indoor or outdoor common area of a shopping mall accessible to and usable by the occupants or customers of more than one (1) retail establishment, including, but not limited to, halls, lobbies, outdoor eating areas, playgrounds and parking lots.

C. "Electronic or "e" cigarette" means an electronic or battery operated device that delivers vapors for inhalation. This term shall include every variation and type of such devices whether they are manufactured, distributed, marketed or sold as an electronic cigarette, an "e" cigarette, an electronic cigar, an electronic cigarillo, an electronic pipe, an electronic hookah or any other product name or descriptor.

D. "Employee" means any person who is employed or retained as an independent contractor by any employer or any person who volunteers his or her services for an employer, association, or nonprofit entity.

E. "Employer" means any person, partnership, corporation, association, nonprofit or other entity who or which employs or retains the service of one (1) or more employees.

F. "Enclosed area" means:

- (1) Any covered or partially covered area having more than fifty (50) percent of its perimeter walled or otherwise closed to the outside such as, for example, a covered porch with more than two (2) walls; or
- (2) Any space open to the sky (hereinafter "uncovered") having more than seventy-five (75) percent of its perimeter walled or otherwise closed to the outside such as, for example, a courtyard;
- (3) Except that an uncovered space of three thousand (3,000) square feet or more is not an enclosed area, such as, for example, a field in an open-air arena.

G. "Landlord" means any person other than a sublessor who owns real property leased as residential property, who lets residential property, or who manages such property.

H. "Multi-Unit Residence" means a Premises that contains two or more Units rented or available to be rented and not occupied by a Landlord of the Premises. Multi-Unit Residence does not include a condominium as that term is defined in section 17.90.020 of this code.

I. "Multi-unit residence common area" means any indoor or outdoor area of a multi-unit residence accessible to and usable by residents of more than one (1) unit, including, but not limited to, halls and paths, lobbies, laundry rooms, common cooking areas, outdoor eating areas, playgrounds, swimming pools, and parking areas.

J. "Nonprofit entity" means any entity that meets the requirements of California Corporations Code section 5003 as well as any corporation, unincorporated association or other entity created for charitable, religious, philanthropic, educational, political, social or similar purposes, the net proceeds of which are committed to the promotion of the objectives of the entity and not to private gain. A public agency is not a nonprofit entity within the meaning of this section.

K. "Place of employment" means any area under the legal or de facto control of an employer, business or nonprofit entity that an employee or the general public may enter in the normal course of operations, but regardless of the hours of operation, including, for example, indoor and outdoor work areas, construction sites, vehicles used in employment or for business purposes, taxis, employee lounges, conference and banquet rooms, bingo and gaming facilities, long-term health facilities, warehouses, and, while employees, children or patients are

present, private residences that are used as child-care or health-care facilities subject to licensing requirements.

L. "Playground" means any park or recreational area designed in part to be used by children that has play or sports equipment installed or has been designated or landscaped for play or sports activities, or any similar facility located on public or private school grounds, or on city property.

M. "Premises" means a parcel of land and any improvements upon it such as is usually described in a deed, deed of trust or mortgage, and includes legally separate but contiguous pieces of land that are owned by the same natural person or by legal persons under common control.

N. "Present" means within a reasonable distance.

O. "Private enforcer" is defined in Section 8.12.080(b) of this code.

P. "Public place" means any public or private place open to the general public regardless of any fee or age requirement, including, for example, streets, sidewalks, plazas, bars, restaurants, clubs, stores, stadiums, parks, playgrounds, taxis, and buses.

Q. "Reasonable distance" means a distance of twenty (20) feet or, with respect to a designated smoking area, such larger area as the city manager reasonably determines in writing to be necessary in a given circumstance to ensure that occupants of an area in which smoking is prohibited are not exposed to secondhand smoke created by smokers outside the area.

R. "Recreational area" means any public or private area open to the public for recreational purposes whether or not any fee for admission is charged, including without limitation, parks, gardens, sporting facilities, stadiums, and playgrounds.

S. "Shopping mall" means any parcel of land zoned and used for retail sales by more than one (1) retailer that is jointly operated or which includes shared parking facilities.

T. "Smoking" or to "smoke" means possessing or to possess:

- (1) A lighted tobacco product, lighted tobacco paraphernalia, any other lighted weed or plant (including, but not limited to, a lighted pipe, lighted hookah pipe, lighted cigar, or lighted cigarette of any kind), or the lighting of a tobacco product, tobacco paraphernalia, or any other weed or plant (including, but not limited to, a pipe, a hookah pipe, cigar, or cigarette of any kind, or

(2) An operating electronic (e) cigarette.

U. "Tobacco product" means any substance containing tobacco leaf, including, but not limited to, cigarettes, cigars, pipe tobacco, snuff, chewing tobacco, dipping tobacco, bidis, or any other preparation of tobacco.

V. "Unenclosed area" means any area which is not an enclosed area.

W. "Unit" means:

- (1) A dwelling space consisting of essentially complete independent living facilities for one (1) or more persons, including, for example, permanent provisions for living and sleeping, and any associated private outdoor spaces such as balconies and patios; and
- (2) Senior citizen housing and single room occupancy hotels, as defined in California Health and Safety Code section 50519(b)(1), even where lacking private cooking or plumbing facilities. "Unit" does not include lodging in a hotel or motel that meets the requirements set forth in California Civil Code section 1940(b)(2).

**SECTION 2. CONSTRUCTION.** The City Council intends this Ordinance to supplement, not to duplicate or contradict, applicable state and federal law and this Ordinance shall be construed in light of that intent. To the extent the provisions of the Calabasas Municipal Code as amended by this Ordinance are substantially the same as the provisions of that Code prior to the effectiveness of this ordinance, then those amended provisions shall be construed as continuations of the earlier provisions and not as new enactments.

**SECTION 3. EFFECTIVE DATE.** This Ordinance shall take effect thirty days after its adoption pursuant to California Government Code section 36937.

**SECTION 4. CERTIFICATION.** The City Clerk shall certify to the passage and adoption of this Ordinance and shall cause the same to be published or posted according to law.

**PASSED, APPROVED AND ADOPTED**, this 27<sup>th</sup> day of May, 2015.

\_\_\_\_\_  
Lucy M. Martin, Mayor

ATTEST:

APPROVED AS TO FORM:

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

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



**CITY of CALABASAS**

**CITY COUNCIL AGENDA REPORT**

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**DATE: MAY 12, 2015**

**TO: HONORABLE MAYOR AND COUNCILMEMBERS**

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

**SUBJECT: ADOPTION OF RESOLUTION NOS. 2015-1453, 2015-1454 AND 2015-1455, REGARDING THE CALABASAS GENERAL MUNICIPAL ELECTION TO BE HELD NOVEMBER 3, 2015**

**MEETING**

**DATE: MAY 27, 2015**

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**SUMMARY RECOMMENDATION:**

That the City Council adopt the necessary resolutions for the Calabasas General Municipal Election to be held on November 3, 2015.

**BACKGROUND:**

Resolution Nos. 2015-1453, 2015-1454 and 2015-1455 are the standard resolutions required to conduct the election and have been adopted during each of the previous election cycles.

**DISCUSSION:**

**Resolution No. 2015-1453** – Calls and gives notice of the holding of the General Municipal Election for the purpose of electing two Councilmembers. This resolution also addresses administrative matters related to conducting the election.

**Resolution No. 2015-1454** – Requests the assistance of the County of Los Angeles in providing the names and addresses of eligible registered voters in the City. The County also provides administrative services such as signature

verifications for vote by mail ballots and candidate nomination papers. This is a standard resolution and has been adopted for all previous elections.

**Resolution No. 2015-1455** – Adopts regulations for the candidates’ statements that will appear in the sample ballot. This is a standard resolution and has been adopted for all previous elections.

**RECOMMENDATION:**

That the City Council adopt Resolution Nos. 2015-1453, 2015-1454 and 2015-1455, for the Calabasas General Municipal Election to be held on November 3, 2015.

**ATTACHMENTS:**

Resolution Nos. 2015-1453, 2015-1454 and 2015-1455

**ITEM 3 ATTACHMENTS  
RESOLUTION NO. 2015-1453**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CALABASAS, CALIFORNIA, CALLING AND GIVING NOTICE FOR THE HOLDING OF A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 3, 2015, FOR THE ELECTION OF CERTAIN OFFICERS AS REQUIRED BY THE PROVISIONS OF THE LAWS OF THE STATE OF CALIFORNIA RELATING TO GENERAL LAW CITIES.**

**WHEREAS**, under the provisions of the laws relating to general law cities in the State of California, a General Municipal Election shall be held on Tuesday, November 3, 2015, for the election of Municipal Officers.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CALABASAS, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:**

SECTION 1. That pursuant to the requirements of the laws of the State of California relating to General Law Cities, there is called and ordered to be held in the City of Calabasas, California, on Tuesday, November 3, 2015, a General Municipal Election for the purpose of electing two (2) members of the City Council for the full term of four years.

SECTION 2. That the ballots to be used at the election shall be in form and content as required by law.

SECTION 3. That the City Clerk is authorized, instructed and directed to coordinate with the County of Los Angeles Registrar Recorder/County Clerk to procure and furnish any and all official ballots, notices, printed matter and all supplies, equipment and paraphernalia that may be necessary in order to properly and lawfully conduct the election.

SECTION 4. That the polls for the election shall be open at seven o'clock a.m. of the day of the election and shall remain open continuously from that time until eight o'clock p.m. of the same day when the polls shall be closed, except as provided in § 14401 of the Elections Code of the State of California.

SECTION 5. That pursuant to Elections Code § 12310, a stipend for services for the persons named as precinct board members is fixed at the sum of \$180 for each inspector and \$110 for each clerk for the election. The rental for each polling place, where a charge is made, shall be the sum of \$25 for the

election. When required, the compensation of the custodian of a building shall be \$25 for the election.

SECTION 6. That in all particulars not recited in this resolution, the election shall be held and conducted as provided by law for holding municipal elections.

SECTION 7. That notice of the time and place of holding the election is given and the City Clerk is authorized, instructed and directed to give further or additional notice of the election, in time, form and manner as required by law.

SECTION 8. That the City Clerk shall certify to the adoption of this resolution and shall cause the same to be processed in the manner required by law.

**PASSED, APPROVED AND ADOPTED** this 27<sup>th</sup> day of May 2015.

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Lucy M. Martin, Mayor

ATTEST:

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Maricela Hernandez, MMC  
City Clerk

APPROVED AS TO FORM:

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Scott H. Howard  
City Attorney

**RESOLUTION NO. 2015-1454**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CALABASAS, CALIFORNIA, REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES TO RENDER SPECIFIED SERVICES TO THE CITY RELATING TO THE CONDUCT OF A GENERAL MUNICIPAL ELECTION TO BE HELD TUESDAY, NOVEMBER 3, 2015.**

**WHEREAS**, a General Municipal Election is to be held in the City of Calabasas, California on Tuesday, November 3, 2015; and

**WHEREAS**, in the course of conduct of the election it is necessary for the City to request services of the County; and

**WHEREAS**, all necessary expenses in performing these services shall be paid by the City of Calabasas.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CALABASAS, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:**

SECTION 1. That pursuant to the provisions of § 10002 of the Elections Code of the State of California, this City Council requests the Board of Supervisors of the County to permit the County Election Department to prepare and furnish the following for use in conducting the election:

1. The voter record of the names and address of all eligible registered voters in the City in order that the City's consultant may:
  - a. Produce labels for vote-by-mail voters;
  - b. Produce labels for sample ballot pamphlets;
  - c. Print Rosters of Voters and Street Indexes;
2. Voter signature verification services as needed;
3. Make available to the City election equipment and assistance as needed according to state law.

SECTION 2. That the City shall reimburse the County for services performed when the work is completed and upon presentation to the City of a properly approved bill.

SECTION 3. That the City Clerk is directed to forward without delay to the Board of Supervisors and to the County Election Department, each a certified copy of this resolution.

SECTION 4. That the City Clerk shall certify to the adoption of this resolution and shall cause the same to be processed in the manner required by law.

**PASSED, APPROVED AND ADOPTED** this 27<sup>th</sup> day of May 2015.

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Lucy M. Martin

ATTEST:

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Maricela Hernandez, MMC  
City Clerk

APPROVED AS TO FORM:

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Scott H. Howard  
City Attorney

## RESOLUTION NO. 2015-1455

### A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CALABASAS, CALIFORNIA, ADOPTING REGULATIONS FOR CANDIDATES FOR ELECTIVE OFFICE PERTAINING TO CANDIDATES STATEMENTS SUBMITTED TO THE VOTERS AT AN ELECTION TO BE HELD ON TUESDAY, NOVEMBER 3, 2015.

**WHEREAS**, §13307 of the Elections Code of the State of California provides that the governing body of any local agency adopt regulations pertaining to materials prepared by any candidate for a municipal election, including costs of the candidates statement.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CALABASAS, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:**

**SECTION 1. GENERAL PROVISIONS.** That pursuant to §13307 of the Elections Code of the State of California, each candidate for elective office to be voted for at an Election to be held in the City of Calabasas on Tuesday, November 3, 2015, may prepare a candidate's statement on an appropriate form provided by the City Clerk. The statement may include the name, age and occupation of the candidate and a brief description of no more than **400** words of the candidate's education and qualifications expressed by the candidate himself or herself. The statement shall not include party affiliation of the candidate, nor membership or activity in partisan political organizations. The statement shall be filed in the office of the City Clerk at the time the candidate's nomination papers are filed. The statement may be withdrawn, but not changed, during the period for filing nomination papers and until 5:00 p.m. of the next working day after the close of the nomination period.

### **SECTION 2. FOREIGN LANGUAGE POLICY.**

- A. Pursuant to the Federal Voting Rights Act, the City is not required to translate candidate's statements into any foreign languages.
- B. Pursuant to State law, a candidate's statement must be translated and printed in any language at a candidate's request.
- C. The City Clerk shall:
  - 1. Translations
    - a. have translated all candidate statements into the languages as requested by the candidate in (B) above.

2. Printing
  - a. print any translations of candidates who so request printing in the main voter pamphlet.
  - b. have all translations made available upon request in the office of the City Clerk.

### **SECTION 3. PAYMENT.**

#### **A. Translations**

1. Each candidate who requests a language translation shall be required to pay for the cost of translating his/her candidate's statements into any foreign language as specified in (a) and (b) of Section 2 above pursuant to State and/or Federal and/or State law, but is requested as an option by the candidate.

#### **B. Printing**

1. Each candidate shall be required to pay for the cost of printing his/her candidate's statement in English in the main voter pamphlet.
2. The candidate shall be required to pay for the cost of printing the candidate's statement in a foreign language in the main voter pamphlet.

### **SECTION 4. MISCELLANEOUS.**

- A) All translations shall be provided by professionally-certified translators.
- B) The City Clerk shall allow (bold type) (underlining) (capitalization) (indentations) (bullets) (leading hyphens) to the same extent and manner as allowed in previous City elections.
- C) The City Clerk shall comply with all recommendations and standards set forth by the California Secretary of State regarding occupational designations and other matters relating to elections.

The City Clerk shall estimate the total cost of printing, handling, translating and mailing the candidate's statements filed pursuant to this section, including costs incurred as a result of complying with the Voting Rights Act of 1965 (as amended), and require each candidate filing a statement to pay in advance to the local agency his or her estimated pro rata share as a condition of having his or her statement included in the voter pamphlet. In the event the estimated payment is required, the estimate is just an approximation of the actual cost that varies from one election to another election and may be significantly more or less than the

estimate, depending on the actual number of candidates filing statements. Accordingly, the City Clerk is not bound by the estimate and may, on a pro rata basis, bill the candidate for additional actual expense or refund any excess paid depending on the final actual cost. In the event of underpayment, the City Clerk may require the candidate to pay the balance of the cost incurred. In the event of overpayment, the City Clerk shall prorate the excess amount among the candidates and refund the excess amount paid within 30 (thirty) days of the election.

**SECTION 5. ADDITIONAL MATERIALS.**

No candidate will be permitted to include additional materials in the sample ballot package.

**SECTION 6.** That the City Clerk shall provide each candidate or the candidate's representative a copy of this Resolution at the time nominating petitions are issued.

**SECTION 7.** That all previous resolutions establishing council policy on payment for candidates' statements are repealed.

**SECTION 8.** That this resolution shall apply only to the election to be held on Tuesday, November 3, 2015 and shall then be repealed.

**SECTION 9.** That the City Clerk shall certify to the adoption of this resolution and shall cause the same to be processed in the manner required by law.

**PASSED, APPROVED AND ADOPTED** this 27<sup>th</sup> day of May, 2015.

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Lucy M. Martin, Mayor

ATTEST:

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Maricela Hernandez, MMC  
City Clerk

APPROVED AS TO FORM:

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Scott H. Howard  
City Attorney



CITY of CALABASAS

CITY COUNCIL AGENDA REPORT

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**DATE:** MAY 12, 2015  
**TO:** HONORABLE MAYOR AND COUNCILMEMBERS  
**FROM:** ROBIN PARKER, ADMINISTRATIVE SERVICES DIRECTOR *R. Parker*  
**SUBJECT:** ADOPTION OF RESOLUTION NO. 2015-1457, APPROVING REVISIONS TO HUMAN RESOURCE GUIDELINES SECTION 9.02 SICK LEAVE

**MEETING DATE:** MAY 27, 2015

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**SUMMARY RECOMMENDATION:**

It is recommended that the City Council adopt Resolution No. 2015-1457, approving a revision to the Human Resource Guidelines Section 9.02 Sick Leave.

**BACKGROUND:**

In the summer of 2014, Assembly Bill 1522 was approved by the legislature, making California the first state in the nation to pass a law requiring all employers, including government entities, to provide paid sick leave to all employees, including hourly (part-time) employees. The City's current policy for full-time permanent employees meets the provisions of Assembly Bill 1522; however, the Human Resource Guidelines must be revised to implement a policy for hourly employees. Assembly Bill 1522 becomes effective July 1, 2015.

**DISCUSSION/ANALYSIS:**

Employees eligible for paid sick leave under the new law include all employees who work 30 or more days in California within a year of commencement of their employment. Hourly employees will accrue sick leave at a rate of one hour for every 30 hours worked to a maximum of 48 hours per year. Hourly employees may use accrued sick leave beginning on their 90<sup>th</sup> day of employment with a limit

of usage to 24 hours per year.

**FISCAL IMPACT/SOURCE OF FUNDING:**

Based on the current number of part-time employees, their expected number of hours worked, and their current rate of pay, the maximum exposure to the City will be \$38,900 per year.

**REQUESTED ACTION:**

It is requested that the City Council adopt Resolution 2015-1457, approving revisions to Human Resource Guidelines Section 9.02 Sick Leave.

**ATTACHMENTS:**

- A. Resolution No. 2015-1457
- B. Red-lined Version of Sick Leave Policy

**ITEM 4 ATTACHMENT A  
RESOLUTION NO. 2015-1457**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
CALABASAS, CALIFORNIA, AMENDING SECTION 9.02  
OF THE HUMAN RESOURCE GUIDELINES RELATING TO  
SICK LEAVE.**

**WHEREAS**, the City of Calabasas acknowledges that human resource needs change; and

**WHEREAS**, Assembly Bill 1522 was approved in 2014 requiring all employers to provide paid sick leave to all employees; and

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CALABASAS DOES HEREBY RESOLVE** to amend its Human Resource Guidelines, adopted by Resolution No. 2009-1191, as follows:

**9.02 Sick Leave**

The City provides a sick leave program for full-time permanent and hourly employees for the purpose of minimizing the economic hardships that may result from an unexpected personal or dependent illness or injury.

**Full-Time Permanent Employees**

- (a) Accrual. Sick leave shall be accrued at the rate of eight hours for each calendar month of service (3.69 hours per pay period). The maximum sick leave accrual shall be 1,280 hours.
- (b) Use. Sick leave may be used for personal illness or injury, emergency or routine medical or dental appointments, including pregnancy as provided in the Pregnancy Disability Leave subsection, and for reasonable travel time to and from health care facilities. Sick leave may also be used whenever an illness occurs to a member of the employee's immediate family. For the purposes of this section, immediate family shall include children (biological, adopted, foster, step, legal wards, and child to whom the employee stand in local parentis), parents (biological, adoptive, foster, step, legal guardians and persons who stood in local parentis to the employee when the employee was a child), spouses, registered domestic partners, grandparents, grandchildren, siblings, or a member of the employee's immediate household. Victims of domestic violence, sexual assault or stalking may also take sick leave for any purpose permitted by law.

Sick leave usage may not exceed the accrued sick balance as of the prior pay period.

- (c) Return to Work. Employees returning to work after three (3) days of sick leave may be required by their department head to provide a physician's certificate or release to work form.
- (d) Sick Leave Transfer. The purpose of this provision is to provide a means of alleviating personal financial hardship for employees who are suffering from a long-term catastrophic illness or injury, or desire to care for immediate family members suffering from such an illness or injury. An employee may transfer sick leave to another employee provided the donating employee has a remaining sick leave balance of at least forty (40) hours.
- (e) Sick Leave Conversion. The Sick Leave Conversion program is established for permanent full-time employees and provides rewards to those individuals who actively strive to stay physically and mentally healthy, and who use sick leave in an appropriate and prudent manner.

In order to be eligible to participate in this program, an employee must have a sick leave balance of at least three hundred sixty (360) hours at the time of the request. Employees may convert sick leave hours in excess of three hundred sixty 360 with one sick leave hour converting to one paid hour.

- (1) On an annual one-time basis, to be determined by the City Manager, employees will be permitted to request a conversion of their accumulated sick time. Employees may request conversion/cash payment of up to eighty (80) hours annually, provided that the employee does not fall below the required balance of three hundred sixty (360) hours with his or her request.
  - (2) Upon termination, employees with a sick leave balance of at least three hundred sixty (360) hours may elect to cash out their excess sick leave, up to a maximum of eighty (80) hours.
- (f) Should you leave employment with the City of Calabasas and return within 12 months of your separation date, any paid sick leave you accrued prior to your separation date will be restored up to 48 hours. All other eligibility and usage requirement remain in effect upon your return to employment.

## Hourly Employees

- a) Accrual. Sick leave shall be accrued at the rate of one hour for every 30 hours worked. The maximum sick leave accrual shall be 48 hours. Once an employee accrues 48 hours of sick leave, he or she will not accrue any further sick leave, until the employee has taken sick leave and his or her accrued balance falls below the maximum.
- b) Use. After completing 90 days of employment, employees may use up to 24 hours of accrued sick leave per year for (a) the diagnosis, care or treatment of an existing health condition, (b) preventative care, or (c) to aid or care for a member of the employee's immediate family. For the purposes of this section, immediate family shall include children (biological, adopted, foster, step, legal wards, and child to whom the employee stand in local parentis), parents (biological, adoptive, foster, step, legal guardians and persons who stood in local parentis to the employee when the employee was a child), spouses, registered domestic partners, grandparents, grandchildren, siblings, or a member of the employee's immediate household. Victims of domestic violence, sexual assault or stalking may also take sick leave for any purpose permitted by law.
- c) Employees desiring to use sick leave must provide the City with reasonable advanced notice of their need for sick leave when the need is foreseeable, and must notify their supervisor as soon as practicable if the need for sick leave is unforeseeable.
- d) Employees may use accrued sick leave in minimum increments of 2 hours. The City may require the employees to provide documentation of their illness from a healthcare provider before granting sick leave benefits.
- e) The City does not pay employees for unused sick leave at the conclusion of their employment.
- f) Should you leave employment with the City of Calabasas and return within 12 months of your separation date any paid sick leave you accrued prior to your separation date will be restored. All other eligibility and usage requirement remain in effect upon your return to employment.

Resolution No. 2009-1191 is hereby amended, and any conflicting provisions previously adopted are hereby rescinded. Resolution No. 2015-1457 shall be effective July 1, 2015.

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

**PASSED, APPROVED AND ADOPTED** this 27<sup>th</sup> day of May, 2015.

\_\_\_\_\_  
Lucy M. Martin, Mayor

ATTEST:

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

APPROVED AS TO FORM:

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

## ITEM 4 ATTACHMENT B

### 9.02 Sick Leave

The City provides a sick leave program for full-time permanent and hourly employees for the purpose of minimizing the economic hardships that may result from an unexpected personal or dependent illness or injury. ~~Sick leave should not be viewed as a right, but rather it is a privilege of paid time away from work duties where such absence is necessary.~~

#### Full-Time Permanent Employees

- (a) Accrual. Sick leave shall be accrued at the rate of eight hours for each calendar month of service (3.69 hours per pay period). The maximum sick leave accrual shall be 1,280 hours.
- (b) Use. Sick leave may be used for personal illness or injury, emergency or routine medical or dental appointments, including pregnancy as provided in the Pregnancy Disability Leave subsection, and for reasonable travel time to and from health care facilities. Sick leave may also be used whenever an illness occurs to a member of the employee's immediate family. For the purposes of this section, immediate family shall include children (biological, adopted, foster, step, legal wards, and child to whom the employee stand in local parentis), parents (biological, adoptive, foster, step, legal guardians and persons who stood in local parentis to the employee when the employee was a child), spouses, registered domestic partners, grandparents, grandchildren, siblings, mother, father, brother, sister, spouse, child, spouse's parent, or a member of the employee's immediate household. Victims of domestic violence, sexual assault or stalking may also take sick leave for any purpose permitted by law. Sick leave usage may not exceed the accrued sick balance as of the prior pay period.
- (c) Return to Work. Employees returning to work after three (3) days of sick leave may be required by their department head to provide a physician's certificate or release to work form.
- (d) Sick Leave Transfer. The purpose of this provision is to provide a means of alleviating personal financial hardship for employees who are suffering from a long-term catastrophic illness or injury, or desire to care for immediate family members suffering from such an illness or injury. An employee may transfer sick leave to another employee provided the donating employee has a remaining sick leave balance of at least forty (40) hours.

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- (e) Sick Leave Conversion. The Sick Leave Conversion program is established for permanent full-time employees and provides rewards to those individuals who actively strive to stay physically and mentally healthy, and who use sick leave in an appropriate and prudent manner.

In order to be eligible to participate in this program, an employee must have a sick leave balance of at least three hundred sixty (360) hours at the time of the request. Employees may convert sick leave hours in excess of three hundred sixty 360 with one sick leave hour converting to one paid hour.

- (1) On an annual one-time basis, to be determined by the City Manager, employees will be permitted to request a conversion of their accumulated sick time. Employees may request conversion/cash payment of up to eighty (80) hours annually, provided that the employee does not fall below the required balance of three hundred sixty (360) hours with his or her request.
- (2) Upon termination, employees with a sick leave balance of at least three hundred sixty (360) hours may elect to cash out their excess sick leave, up to a maximum of eighty (80) hours.

- (2) (f) Should you leave employment with the City of Calabasas and return within 12 months of your separation date any paid sick leave you accrued prior to your separation date will be restored up to 48 hours. All other eligibility and usage requirements remain in effect upon your return to employment.

### Hourly Employees

- a) Accrual. Sick leave shall be accrued at the rate of one hour for every 30 hours worked. The maximum sick leave accrual shall be 48 hours. Once an employee accrues 48 hours of sick leave, he or she will not accrue any further sick leave, until the employee has taken sick leave and his or her accrued balance falls below the maximum.
- b) Use. After completing 90 days of employment, employees may use up to 24 hours of accrued sick leave per year for (a) the diagnosis, care or treatment of an existing health condition, (b) preventative care, or (c) to aid or care for a member of the employees family. For the purposes of this section, immediate family shall include children (biological, adopted, foster, step, legal wards, and child to whom the employee stand in local parentis), parents (biological, adoptive, foster, step, legal guardians and persons who stood in local parentis to the employee when the employee was a child), spouses, registered domestic partners, grandparents, grandchildren, siblings, or a member of the employee's immediate household. Victims of domestic violence, sexual assault or stalking may also take sick leave for any purpose permitted by la

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Sick leave usage may not exceed the accrued sick balance as of the prior pay period.

c) Employees desiring to use sick leave must provide the City with reasonable advanced notice of their need for sick leave when the need is foreseeable, and must notify their supervisor as soon as practicable if the need for sick leave is unforeseeable.

d) Employees may use accrued sick leave in minimum increments of 2 hours. The City may require the employees to provide documentation of their illness from a healthcare provider before granting sick leave benefits.

e) The City does not pay employees for unused sick leave at the conclusion of their employment.

f) Should you leave employment with the City of Calabasas and return within 12 months of your separation date any paid sick leave you accrued prior to your separation date will be restored. All other eligibility and usage requirements remain in effect upon your return to employment.

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**CITY of CALABASAS**

**CITY COUNCIL AGENDA REPORT**

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**DATE:** MAY 18, 2015

**TO:** HONORABLE MAYOR AND COUNCILMEMBERS

**FROM:** DAN HUNCKE, RECREATION SERVICES MANAGER *Dan Huncke*

**SUBJECT:** RECOMMENDATION FROM THE PARKS, RECREATION & EDUCATION COMMISSION TO AWARD A CONTRACT TO GREAT WESTERN PARK & PLAYGROUND IN THE AMOUNT OF \$93,307.90 FOR THE INSTALLATION OF A PLAY ENVIRONMENT, SPECIFICATION #14-15-07 AT JUAN BAUTISTA DE ANZA PARK

**MEETING DATE:** MAY 27, 2015

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**SUMMARY RECOMMENDATION:**

It is recommended that the City Council approve the recommendation from the Parks, Recreation & Education Commission to replace the existing 10+ play environment at Juan Bautista De Anza Park with new playground equipment and award contract to Great Western Park & Playground in the amount of \$93,307.90 for Bid Specification #14-15-07.

**BACKGROUND:**

Juan Bautista de Anza Park, "De Anza Park", had its "grand opening" in October of 1996 and since has been host to numerous programs, facility rentals, events and festivals over the years. Part of the park's charm is the wonderful resource it is to the community for: the beautiful hiking/biking trails offered out the back of the park; the wonderful greenbelt for throwing a frisbee or flying a kite; the splash pad to cool off on a hot summer day; the multi-use court for basketball and roller hockey; and the variety of playground equipment for youth to enjoy.

De Anza Park has four playground areas to accommodate a variety of ages, they consist of:

- 2 – 5 year old Playground Area (see attachment #1)
- 5 – 12 year old Playground Area (see attachment #1)
- Swing Set, including bucket swings for tots (see attachment #1)
- Kompan 10 + Equipment (see attachment #1)

On any given day, especially on weekends and during the summer months, all four areas are teeming with children of all ages taking advantage of the wonderful recreational opportunities the playgrounds and park provide.

### **DISCUSSION/ANALYSIS:**

As with the rest of the playgrounds at De Anza Park, the Kompan 10 + Equipment is the original equipment installed in 1996. While staff has done some upgrading over the years to the playground areas; shade sails on three of the four areas and Pour In Play Surfacing (rubber surfacing) in three of the four areas, the equipment for the most part, as are all of the play structures at De Anza Park, the original installed equipment.

Over the years, staff has seen the most maintenance, expense and down time for the Kompan 10 + Equipment. The structure, though unique in its play value as it is directed towards a pre-teen and teen age group, is made up of mainly wood components that have deteriorated over the years. Along with the deterioration of the wood, ten years, being a good life span, the play structure has/had other elements, two free-spinners and two windsurfers, that have needed numerous repairs and replacement since 1996.

Staff has worked over the years to keep the 10 + Equipment by Kompan operational. The wood decks have been replaced on a few occasions and the free-spinners and windsurfers have been replaced on numerous occasions with long delays and high shipping costs as the company is based in the Netherlands. At this time the playground structure is in need of decking and wood repairs in addition to the windsurfers which have not been replaced for some time now as the company no longer makes or supports the equipment for this older play structure.

The Parks, Recreation & Education Commission along with, at the time, councilmember Martin and staff had the opportunity to visit De Anza Park on a park site caravan that took place in September of last year. During the site visit staff explained the need to have the equipment replaced and let the commission know that staff would be coming back to them at a later meeting with a proposed design for the new playground structure. It has always been the intent of staff to keep the

playground structure rustic in its theme to blend with the wonderful natural surroundings while being esthetically pleasing and physically challenging as well to those that use it.

On February 24, 2015 staff proposed to the Parks, Recreations & Education Commission and they approved a playground design for De Anza Park that was theme based with three large natural looking rocks (boulders) that lend themselves to a variety of climbing opportunities with ropes to traverse onto and across to the other boulders. Attachment #2 shows the overall layout of the area which measures 40 feet by 43 feet or approximately 1,720 square feet. Attachment #3 shows the boulder and rope components while Attachment #4 shows the other climbing and play elements.

As you will note, staff left in a version of windsurfers or spinners as these are/were very popular features in the existing equipment. The whole area is linked with stepping logs, stumps and climbers so one could traverse from one element to the next without having to touch the wood chip surface. The linking of elements will provide both upper body and lower body physical challenges for those using the equipment. Though this equipment is geared for 5 – 12 year olds, and signage will be placed accordingly, teens and we expect adults will find this to be a very interactive and challenging area.

On March 26, 2015, staff announced the bid process for the De Anza Park Play Structure, Specification #14-15-07, and mailed out 10 bid packets to prospective bidders. A bid opening date was scheduled on April 21, 2015 in which six bids were received with the bid submittals as follows:

Child's Play	\$96,044.52
Great Western Park & Playground	\$93,307.90
Malibu Pacific Tennis Courts Inc.	\$126,480.00
Pacific Park & Playground	\$66,885.06
R.E. Schultz Construction	\$111,850.00
Unlimited Engineering Contractors	\$113,100.00

Pacific Park & Playground was the low bidder, however after further review of their submittal and visiting a previous playground installation by the company; their proposal was deemed to not meet the overall Requirements and Scope of Work of the project.

Great Western Park & Playground met all requirements of the Scope of Work for the project. As well, Great Western Park & Playground is using a playground installer the City of Calabasas is very familiar with as they have done other projects for the city over the years along with conducting the certification checks of all our park

playground equipment. Staff checked references and visited two of their previous playground installations, in both instances the phone calls and site visits were very favorable in the work that Great Western Park & Playground provided.

Staff anticipates the play structure project to start the beginning of June with the ordering of the equipment and then removal of the existing and the installation of the new to take about two weeks and being completed in mid-July.

**FISCAL IMPACT/SOURCE OF FUNDING:**

\$87,739.78 from the Quimby fees from the Malibu Hills Condo Project and the balance of \$5,568.12 from Prop A Maintenance and Serving Funds.

**REQUESTED ACTION:**

It is requested that the City Council approve the recommendation from the Parks, Recreation & Education Commission to replace the existing 10+ play environment at Juan Bautista De Anza Park with new playground equipment and award contract to Great Western Park & Playground in the amount of \$93,307.90 for Bid Specification #14-15-07.

**ATTACHMENTS:**

- Attachment #1 De Anza Park Existing Play Structures
- Attachment #2 De Anza Park New Structure Layout
- Attachment #3 De Anza Park Climbing Boulders & Connecting Ropes
- Attachment #4 De Anza Park Climbing & Play Elements
- Attachment #5 Great Western Park & Playground Professional Services Agreement

# De Anza Park Existing Equipment

ATTACHMENT #1



**2 - 5 yrs**



**Swings**



**5 - 12 yrs**



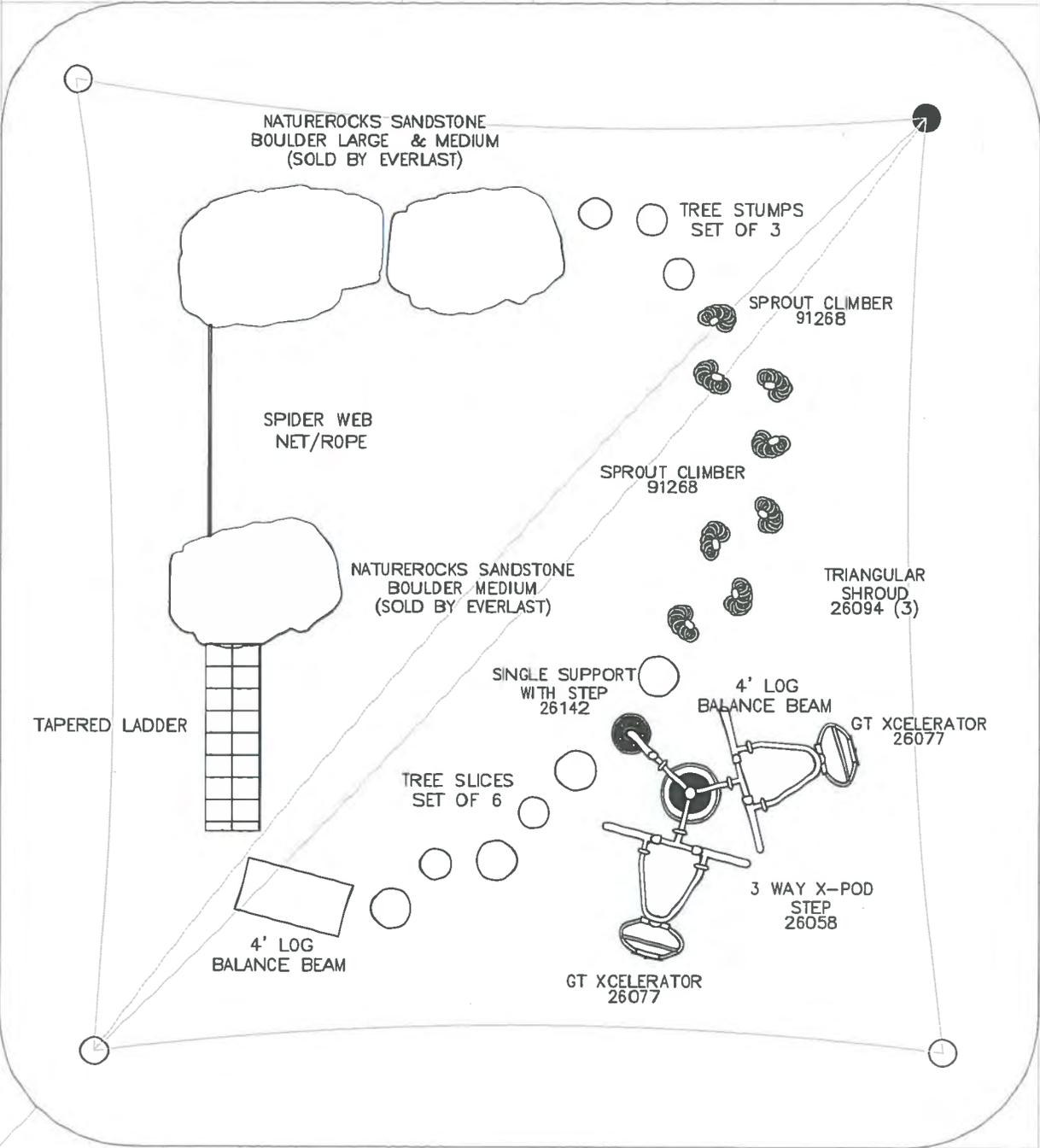
**10+ Equipment**



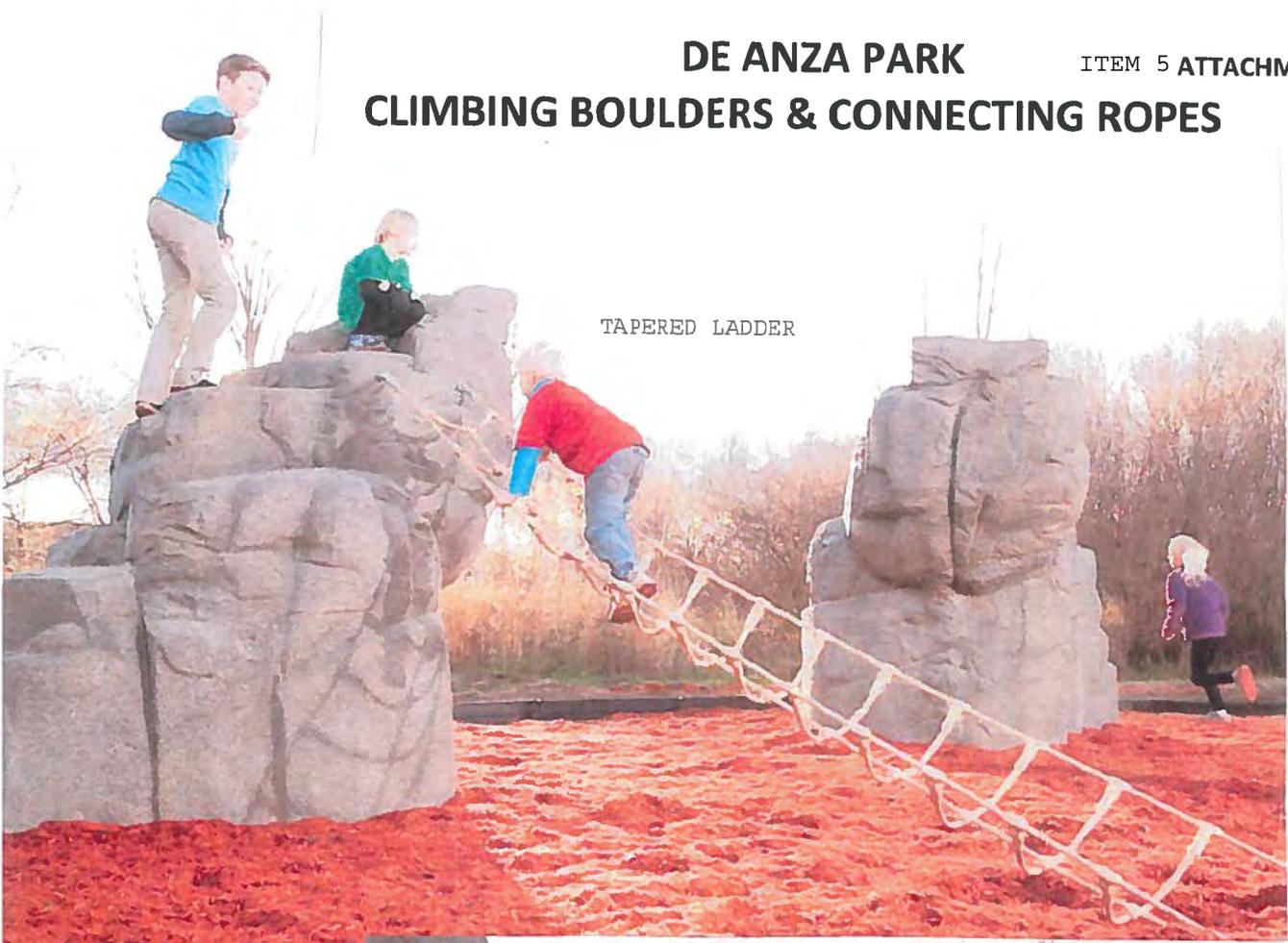
**10+ Equipment**

# DE ANZA PARK NEW PLAY STRUCTURE PROPOSED LAYOUT

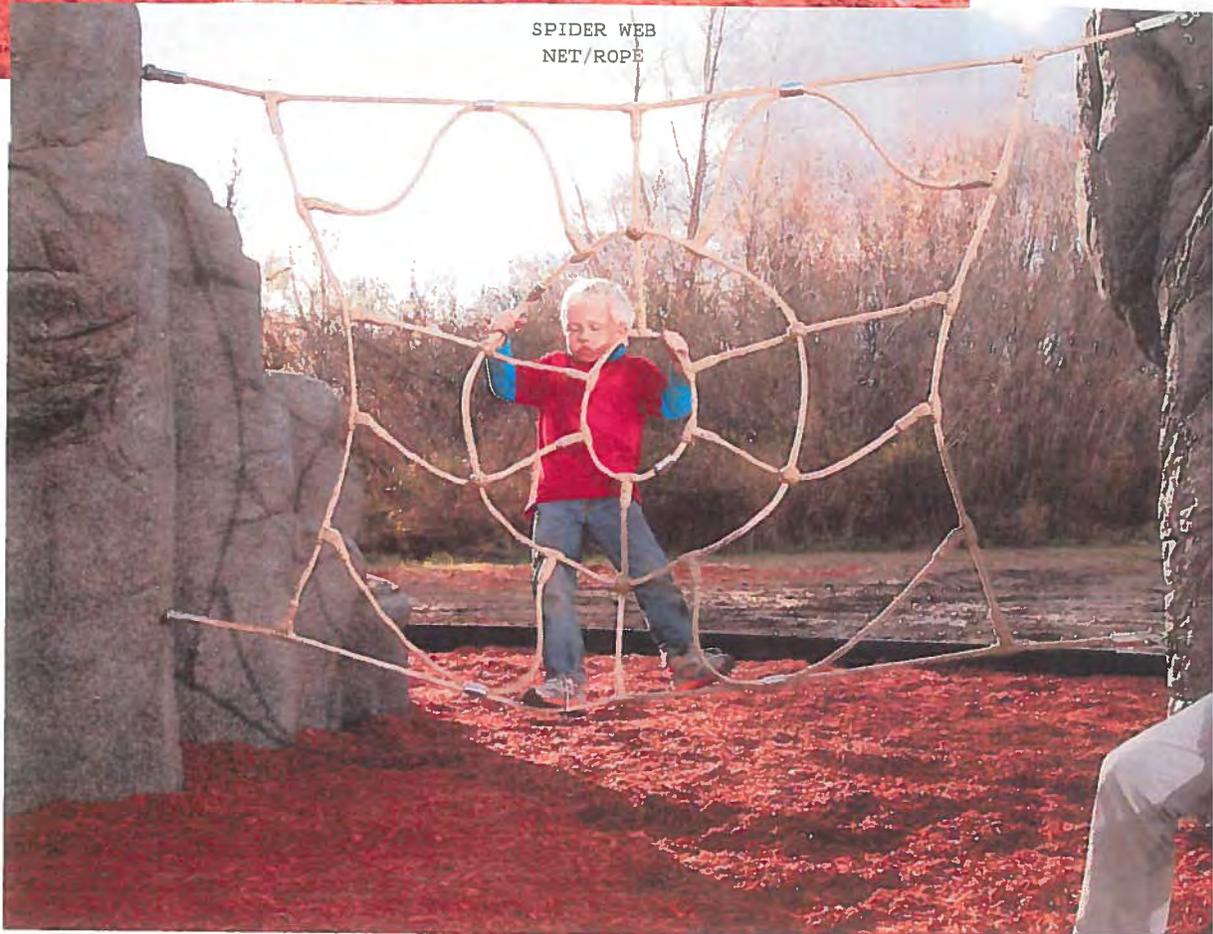
ITEM 5 ATTACHMENT #2



**DE ANZA PARK**      **ITEM 5 ATTACHMENT #3**  
**CLIMBING BOULDERS & CONNECTING ROPES**



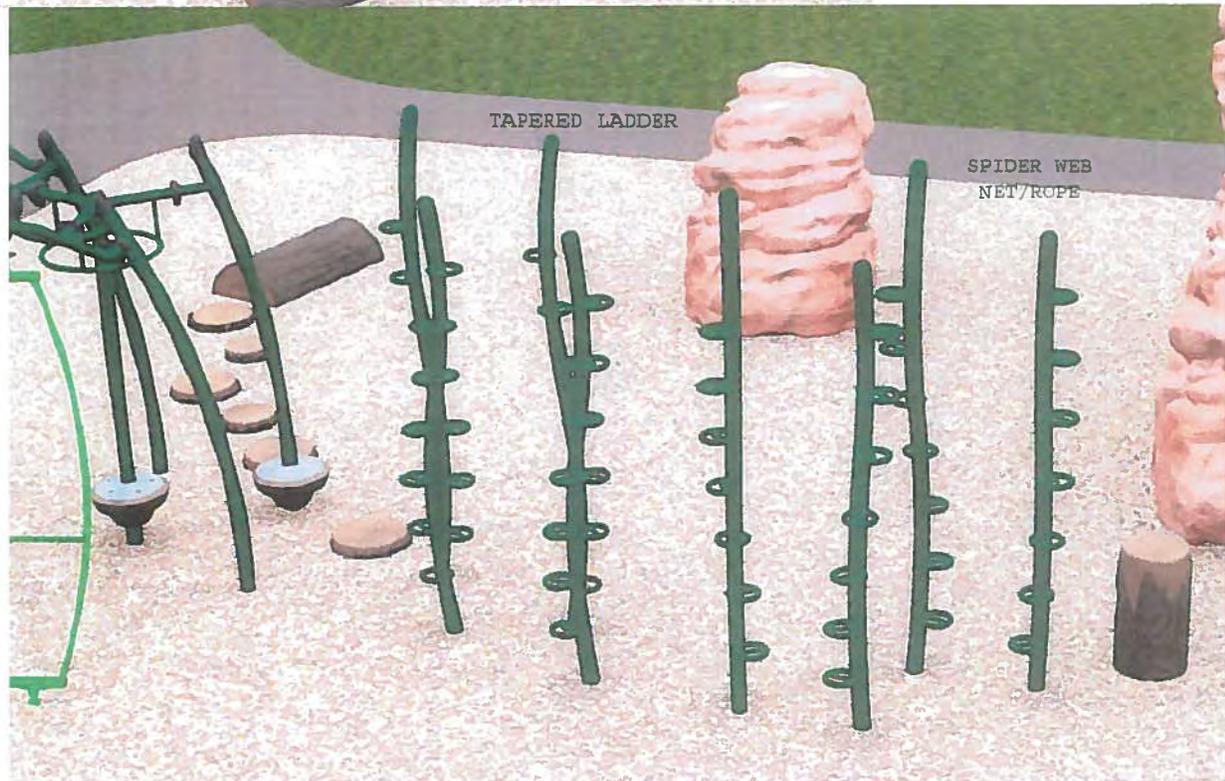
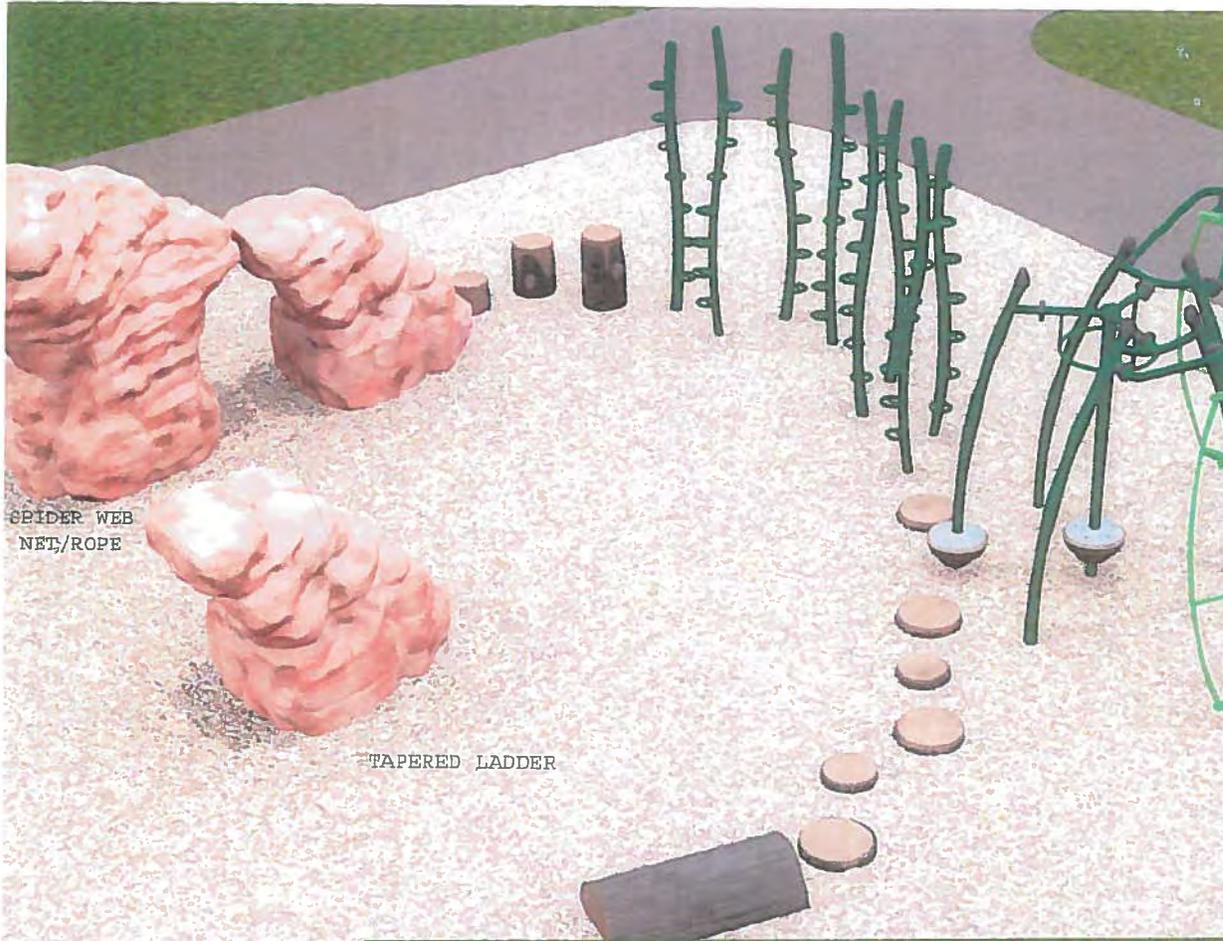
TAPERED LADDER



SPIDER WEB  
NET/ROPE

# DE ANZA PARK CLIMBING & PLAY ELEMENTS

ITEM 5 ATTACHMENT #4



**ITEM 5 ATTACHMENT 5  
PROFESSIONAL SERVICES AGREEMENT  
Providing for Payment of Prevailing Wages**

(City of Calabasas/ Great Western Park & Playground)

**1. IDENTIFICATION**

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into by and between the City of Calabasas, a California municipal corporation (“City”), and Great Western Park & Playground, a California corporation (“Consultant”).

**2. RECITALS**

- 2.1 City has determined that it requires the following professional services from a consultant: Playground equipment installer.
- 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 April 21, 2015 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 April 21, 2015 fee schedule to City attached hereto as Exhibit B and incorporated herein by this reference.
- 3.3 “Commencement Date”: May 28, 2015.
- 3.4 “Expiration Date”: August 31, 2015.

**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 Three Thousand Three Hundred Seven Dollars and Ninety Cents (\$93,307.90) 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. Tyler Kyriopoulos shall be Consultant’s project administrator and shall have direct responsibility for management of Consultant’s performance under this Agreement. No change shall be made in Consultant’s project administrator without City’s prior written consent.
- 5.5 To the extent that the Scope of Services involves trenches deeper than 4’, Contractor shall promptly, and before the following conditions are disturbed, notify the City, in writing, of any:

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

(2) Subsurface or latent physical conditions at the site differing from those indicated by information about the site made available to bidders prior to the deadline for submitting bids.

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

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

## **6. COMPENSATION**

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

payment of interest on progress payment requests which are not timely made in accordance with this Article. This Agreement hereby incorporates the provisions of Article 1.7 as though fully set forth herein.

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

## **7. OWNERSHIP OF WRITTEN PRODUCTS**

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

## **8. RELATIONSHIP OF PARTIES**

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

## **9. CONFIDENTIALITY**

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

**10. INDEMNIFICATION**

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

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

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

## **11. INSURANCE**

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

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

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

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

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

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

- 11.2 Consultant shall require each of its subcontractors to maintain insurance coverage that meets all of the requirements of this Agreement.
- 11.3 The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A:VII in the latest edition of Best's Insurance Guide.
- 11.4 Consultant agrees that if it does not keep the aforesaid insurance in full force and effect, City may either (i) immediately terminate this Agreement; or (ii) take out the necessary insurance and pay, at Consultant's expense, the premium thereon.
- 11.5 At all times during the term of this Agreement, Consultant shall maintain on file with City's Risk Manager a certificate or certificates of insurance showing that the aforesaid policies are in effect in the required amounts and naming the City and its officers, employees, agents and volunteers as additional insureds. Consultant shall, prior to commencement of work under this Agreement, file with City's Risk Manager such certificate(s).
- 11.6 Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages.
- 11.7 The General Liability Policy of insurance required by this Agreement shall contain an endorsement naming City and its officers, employees, agents and volunteers as additional insureds. The General Liability Policy required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty days' prior written notice to City. Consultant agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of

cancellation imposes no obligation, and to delete the word “endeavor” with regard to any notice provisions.

- 11.8 The insurance provided by Consultant shall be primary to any coverage available to City. Any insurance or self-insurance maintained by City and/or its officers, employees, agents or volunteers, shall be in excess of Consultant’s insurance and shall not contribute with it.
- 11.9 All insurance coverage provided pursuant to this Agreement shall not prohibit Consultant, and Consultant’s employees, agents or subcontractors, from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against the City.
- 11.10 Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of City, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Consultant shall procure a bond or other security acceptable to the City guaranteeing payment of losses and expenses.
- 11.11 Procurement of insurance by Consultant shall not be construed as a limitation of Consultant’s liability or as full performance of Consultant’s duties to indemnify, hold harmless and defend under Section 10 of this Agreement.

**12. MUTUAL COOPERATION**

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

**13. RECORDS AND INSPECTIONS**

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

**14. PERMITS AND APPROVALS**

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

**15. NOTICES**

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

If to City:

City of Calabasas  
100 Civic Center Way  
Calabasas, CA 91302  
Attn: Dan Huncke  
Telephone: (818) 222-2782  
Facsimile: (818) 222-8602

If to Consultant:

*Great Western Park &  
Playground  
P.O. Box 97  
Wellsville, UT. 84339  
Attn: Tyler Kyriopoulos  
Telephone: (435)760-5103  
Facsimile: (435)245-5055*

With courtesy copy to:

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

**16. SURVIVING COVENANTS**

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

**17. TERMINATION**

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

**18. GENERAL PROVISIONS**

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

writing.

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

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

19 **PREVAILING WAGES**

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

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

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

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

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

**“City”**  
**City of Calabasas**

**“Consultant”**  
Great Western Park & Playground

By: \_\_\_\_\_  
*Lucy M. Martin, Mayor*

By: \_\_\_\_\_  
Tyler Kyriopoulos

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

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

Attest:

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

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

Approved as to form:

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

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

EXHIBIT A  
SCOPE OF WORK

See De Anza Park Play Structure, Specification No. 14-15-07.

**EXHIBIT B**  
**APPROVED FEE SCHEDULE**

- 1) 75% OF PROJECT DUE FOR MATERIAL UPON DELIVERY
- 2) 25% DUE UPON FINALIZATION

**NON-COLLUSION AFFIDAVIT**

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

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

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

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

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

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

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

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

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

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

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

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

(Contractor)

By:

(Signature)

(Title)

Attest:

By:

(Signature)

(Title)



**CITY of CALABASAS**

**CITY COUNCIL AGENDA REPORT**

**DATE: MAY 18, 2015**

**TO: HONORABLE MAYOR AND COUNCILMEMBERS**

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

**SUBJECT: RECOMMENDATION FROM THE INTERIM SENIOR CENTER ADVISORY BOARD TO CONFIRM CHARLOTTE MEYER AS THEIR SENIOR REPRESENTATIVE ON THE PARKS, RECREATION AND EDUCATION COMMISSION**

**MEETING DATE: MAY 27, 2015**

**SUMMARY RECOMMENDATION:**

It is recommended that the City Council confirm Charlotte Meyer to the Parks, Recreation and Education Commission as the Interim Senior Center Advisory Board’s representative.

**BACKGROUND:**

The City Council appointed at their February 11, 2015 meeting Councilmembers Bozajian and Martin to meet with staff and a representative group of seniors to discuss options as to how seniors could have a more formal role in the operations of the future Senior Center. The taskforce concluded that the best way to accomplish this goal would be to have the City Manager establish a Senior Center Advisory Board. Additionally, once the group has been selected, a senior representative will be recommended to be added to the Parks, Recreation and Education Commission.

At their April 8, 2015 meeting, the City Council adopted Ordinance No. 2015-321 amending Chapter 2.41 of the Municipal Code by adding a seventh member to the

Parks, Recreation and Education Commission which shall be nominated by the Senior Center Advisory Board subject to City Council confirmation.

**DISCUSSION:**

The interim Senior Center Advisory Board consists of the following members:

Edward Albrecht  
Brenda Cohen  
Dotty Corcoran  
Carol Davis  
Jackie Hoffman  
Lois Julien  
Charlotte Meyer  
Sue Somberg  
Carol Washburn

At their monthly meeting on Thursday, May 7<sup>th</sup>, the Advisory Board unanimously selected Charlotte Meyer to be their representative on the Parks, Recreation and Education Commission.

**FISCAL IMPACT/SOURCE OF FUNDING:**

None

**REQUESTED ACTION:**

It is requested that the City Council confirm Charlotte Meyer to the Parks, Recreation and Education Commission as the Interim Senior Center Advisory Board's representative.

**ATTACHMENTS:**

Charlotte Meyer Application For Appointment



CITY of CALABASAS

# APPLICATION FOR APPOINTMENT

AS A MEMBER OF:

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

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

If yes, when:

NAME: CHARLOTTE MEYER

ADDRESS:

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

HOME TELEPHONE: -

CELL PHONE: -

E-MAIL:

HOME FAX: -

REGISTERED VOTER IN CALABASAS?  YES  NO

BUSINESS TELEPHONE: n/a

BUSINESS FAX: n/a

OCCUPATION: n/a

EMPLOYER: n/a

BUSINESS ADDRESS: n/a

TYPE OF BUSINESS: n/a

EDUCATION: BA US HISTORY UCLA

MS SPECIAL EDUCATION CAL LUTHERAN  
CREDENTIALS ISSUED BY STATE OF CALIFORNIA

\* STANDARD ELEMENTARY

\* EARLY CHILDHOOD

\* SPECIAL EDUCATION

CERTIFICATES ISSUED BY STATE OF CALIFORNIA

\* READING

\* MULTI-CULTURAL

DIRECTOR / MEMBER - CALABASAS PARK OWNERS ASSOC  
MEMBER - LVUSD SUPERINTENDENTS ADVISORY COUNCIL  
MEMBER - CITY OF CALABASAS - SENIOR TASK FORCE  
MEMBER CITY OF CALABASAS SAVVY SENIOR CENTER ADVISORY BOARD

**CIVIC AFFILIATIONS:**

**COMMUNITY INTERESTS:** EVERYTHING

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

I WOULD LIKE TO SERVE ON THE PRE BECAUSE I WOULD ENJOY SHARING MY BREADTH OF KNOWLEDGE OF EDUCATION AND RECREATION AND WORKING WITH OTHERS WHO SHARE A SIMILAR PASSION. I HAVE WORKED WITH CHILDREN OF ALL AGES, PARENTS, TEACHERS, SCHOOL SITE AND DISTRICT LEVEL ADMINISTRATORS AND MOST RECENTLY WITH CITY COUNCIL MEMBERS, CITY STAFF AND COMMUNITY RESIDENTS FOCUSED ON THE NEEDS OF SENIORS. WHETHER ITS ENHANCING OLD PROGRAMS OR CREATING NEW ONES, I WOULD BE HONORED TO BE INCLUDED IN THIS IMPORTANT PROCESS.

DATE: 5/11/2015

Charlotte Meyer

SIGNATURE OF APPLICANT

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

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



CITY *of* CALABASAS

CITY COUNCIL AGENDA REPORT

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**DATE:** MAY 14, 2015

**TO:** HONORABLE MAYOR AND COUNCILMEMBERS

**FROM:** ANTHONY COROALLES, CITY MANAGER   
ROBIN PARKER, ADMINISTRATIVE SERVICES DIRECTOR 

**SUBJECT:** RECOMMENDATION TO APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH HOPKINS & CARLEY FOR GENERAL EMPLOYMENT ADVICE

**MEETING**

**DATE:** MAY 27, 2015

---

**SUMMARY RECOMMENDATION:**

Approve a Professional Services Agreement (PSA) with Hopkins & Carley in an amount not to exceed \$100,000 for general employment advice.

**BACKGROUND:**

Ernest M. Malaspina has been providing general labor and employment advice to the City of Calabasas since 1997 when he was employed with the firm of Whitmore, Johnson & Bolanos (now Liebert Cassidy Whitmore). In 2000 Mr. Malaspina joined the firm of Hopkins & Carley as an associate attorney and was elevated to Shareholder (partner) in 2003. Mr. Malaspina's organizational knowledge and experience in Calabasas is instrumental for the City as it relates to Human Resources.

**DISCUSSION/ANALYSIS:**

In the past it has never been necessary to have Council approval for this PSA since it normally remains well below the amount necessary for City Council authorization. Due to unanticipated employee personnel matters this past year needing Mr. Malaspina's expertise, the PSA has exceeded the \$50,000 limit. It should be noted that Mr. Malaspina's published hourly rate is \$460 per hour; however, due to his long standing relationship with the City, he continues to bill at the discounted rate of \$280 per hour.

**FISCAL IMPACT/SOURCE OF FUNDING:**

The annual expenditure amount for this contract is not expected to be greater than \$50,000 per year. However, that estimated amount may be slightly higher or slightly lower depending upon the need for general employment advice as personnel matters arise. Since the not-to-exceed value of this contract is \$100,000, this contract will not expire until that limit is reached.

**REQUESTED ACTION:**

It is recommended that the City Council approve a contract with the firm of Hopkins & Carley in an amount not to exceed \$100,000.

**ATTACHMENTS:**

Hopkins & Carley Professional Services Agreement

**HOPKINS & CARLEY**  
**A Law Corporation**

**PROFESSIONAL SERVICES AGREEMENT**

By this Professional Services Agreement (the "Agreement") Hopkins & Carley, a Law Corporation, ("H&C") and City of Calabasas (individually and collectively referred to herein as "Client"), agree as follows:

1. Effective Date. This Agreement shall become effective upon receipt by H&C of a fully executed original of this Agreement, together with the initial deposit described below (if any) (the "Engagement Date"). H&C shall have no obligation to perform any services on behalf of Client until the Engagement Date; provided, however, that, if H&C does elect to render services to Client prior to the Engagement Date, the terms of this Agreement shall apply to all such services.

2. Initial Services. Initially, the scope of services will relate solely to the following matter(s): General Employment Advice.

3. Additional Services. Client may request H&C to represent the interests of Client in different or additional matters, although H&C shall be under no obligation to accept such additional engagements. If H&C, in its discretion, elects to undertake any such additional engagements, H&C may confirm such new assignment(s) in writing, including a description of the work to be performed and any special provisions that might apply with respect to that particular engagement, including any additional deposit(s) that might be required. Except as amended by such special provisions, all additional such engagements shall be subject to the general provisions of this Agreement.

4. Obligation of H&C. H&C shall strive to diligently and faithfully represent the legal needs of Client with respect to the matters for which H&C has been retained. In doing so, H&C shall fulfill its professional and ethical obligations to Client in accordance with the laws and regulations promulgated by the California State Bar, the State of California, and the Courts of this State. However, because the law is not certain and involves many intangibles, including the exercise of discretion, the resolution of conflicting viewpoints, and anticipation of future events, H&C does not guarantee any particular result in a given matter. Client acknowledges and agrees that any comments made by H&C about the potential outcome of a particular matter are mere expressions of opinion only. H&C will advise the Client and endeavor to help the Client to understand the legal benefits and risks inherent in a chosen course of action, but H&C cannot and will not decide what benefits the Client should pursue or what level of risk is appropriate for the Client to take in any given situation.

H&C recognizes that clients are concerned with the extent and reasonableness of legal fees and costs. Your promptness in making decisions, responding to requests for information, and providing additional documentation are important in completing your project within a reasonable period of time and at a reasonable cost. In most matters, actual fees and costs incurred are subject to a variety of factors that are not necessarily within the control of either H&C or Client, such as the behavior or demands of other parties and their respective attorneys and advisors. For this reason, it is not possible to forecast with certainty the total amount of

costs and expenses that may be incurred in order to complete the engagement. However, H&C is able and willing to relate its best estimates or to provide a written budget.

5. Billing, Fees, and Costs. It is the standard policy of H&C to invoice clients monthly. All invoices are due and payable upon receipt. Client should carefully review each statement and immediately notify H&C of any discrepancy.

Fees for legal services performed by H&C are based upon hourly rates in effect at the time the work is performed. Time is billed in increments of one-tenth (1/10) of an hour with a minimum entry of two-tenths (0.2) of an hour. H&C will charge Client for all efforts undertaken on behalf of the Client, which may include all manner of communications, meetings, and travel. H&C's current hourly rates are listed on the attached schedule. These rates may change periodically. H&C will notify Client in the event of any such changes.

H&C will incur various costs and expenses in performing legal services on behalf of Client under this Agreement. Client shall pay such costs and expenses in addition to the hourly fees. The types of cost and expense items are identified on the attached Schedule, along with the basis upon which charges are calculated in each category. It may also become necessary to hire contractors, consultants or investigators in connection with the representation established herein. H&C will not hire such persons unless Client agrees to pay for their fees and charges. In consultation with client, H&C will select any third parties to be hired.

6. Advance Payment and Cost Deposit. Concurrently with the return of this Agreement and Hopkins & Carley's commencement of its services pursuant hereto, Client shall pay a deposit in the amount of \$-0- (the "Deposit"). \$-0- of the Deposit shall be held and treated as an advance of funds to be credited against the Client's final invoice (the "Advance Payment"). At the conclusion of our work on this engagement and after application to the final invoice, any unused portion of the Advance Payment shall be returned to the Client. The Advance Payment does not accrue interest. In those instances where it is determined to be necessary, \$-0- of the Deposit will be placed in a client trust account and will be applied to costs incurred on behalf of the Client during the course of the engagement (the "Cost Deposit"). Any unused portion of the Cost Deposit at the conclusion of our work on the engagement may be applied to Client's final invoice. After application to Client's final invoice, any unused portion of the Cost Deposit shall be returned to the Client. Unless Client requests otherwise, Cost Deposit funds will be held, until applied, in a common client trust bank account.

7. Payment by Visa or MasterCard. As a convenience to clients, H&C accepts credit card payments using Visa and MasterCard. A payment by credit card often includes the ability to dispute payments made with that card pursuant to certain dispute resolution rules and procedures provided in the cardholder's agreement with the credit card company. Additionally, H&C's ability to receive payment of its fees and costs via credit card is pursuant to a form of merchant services agreement which contains its own rules and procedures for dispute resolution, including rules and procedures parallel to those associated with the cardholder's agreement. By signing this Agreement, Client waives any and all rights Client might otherwise have to utilize any such dispute resolution rules and procedures available in connection with a credit card payment. Client agrees to rely exclusively on the dispute resolution procedures set forth in this Agreement.

8. Attorney's Lien. H&C shall have, and by Client's execution of this Agreement Client grants and conveys to H&C, a lien against any sums or other consideration received by Client, either (i) as the direct or indirect result of H&C's representation of Client; or (ii) in connection with the disposition of the subject matter of H&C's representation of Client, which lien shall be in an amount equal to any unpaid balance due and owing to H&C for services rendered and costs advanced by H&C in connection with the legal services provided pursuant to this Agreement.

CLIENT IS ADVISED THAT THE GRANTING OF A LIEN TO H&C MAY BE ADVERSE TO CLIENT'S INTEREST, AND THEREFORE CLIENT MAY WISH TO CONSULT WITH OTHER, INDEPENDENT LEGAL COUNSEL TO REVIEW THIS PROVISION. BY EXECUTING THIS AGREEMENT, CLIENT AGREES THAT IT HAS BEEN GIVEN AN OPPORTUNITY TO OBTAIN SUCH INDEPENDENT LEGAL COUNSEL.

9. Termination of Services. Either Client or H&C may terminate the attorney-client relationship between the parties at any time for any reason. Unless sooner terminated as set forth herein, the attorney-client relationship shall terminate upon conclusion of the matter(s) for which H&C has been engaged. Upon any such termination, H&C will be entitled to receive payment for all work performed and Client shall be entitled to receive copies of all documents and files prepared by H&C for Client (provided that H&C may retain copies, made at H&C's expense, of all such documents). In addition, upon termination (regardless of whether or not the same shall have occurred before or after completion of the matter for which H&C is then engaged), H&C shall have no obligation to render any further services or provide additional advice.

10. Record Retention. At the conclusion of this matter, H&C will return to Client any related valuable property Client has entrusted to H&C and dispose of any and all superfluous documents consistent with maintaining the confidentiality of the contents of those documents. H&C will store the entire balance of the file, at H&C's expense, for at least five (5) years. Following such five (5) year retention period, unless Client notifies H&C and picks up the file from H&C, the file, and all documents therein, may be disposed of, at H&C's expense, in a manner that is reasonably anticipated to maintain the confidentiality of the documents.

11. Governing Law, Jurisdiction, Venue, Joint and Several Obligations of Client. H&C is licensed to perform legal services only in the State of California, and confines its advice to matters of California and federal law. Advice regarding the law of any other jurisdiction or country will be provided by other counsel. Even though H&C or its employees may travel and deal with matters elsewhere, all services are deemed to be performed in Santa Clara County, California. Jurisdiction and venue for resolution of all disputes between Client and H&C will be exclusively in Santa Clara County, California, and will be decided in accordance with the laws of the State of California, and as further set forth immediately below. If Client consists of more than one person or entity, the obligations imposed upon Client hereunder shall be joint and several.

12. Mandatory Arbitration and Waiver of Right to Jury. In the event a dispute arises concerning any aspect of the relationship between H&C and Client, including fee disputes or claims of legal malpractice, the parties agree to follow this procedure: (1) discuss and attempt to negotiate a resolution of the matter; and (2) upon failure to resolve the issue according to step (1), submit the dispute to final and binding arbitration in Santa Clara County under the

Commercial Rules of the American Arbitration Association then in effect. The parties agree that Expedited Procedures shall apply regardless of the amount of the respective claims, except the Expedited Procedures shall not apply to the extent the Client asserts a counterclaim(s).

In addition to the foregoing, in the event a dispute arises between H&C and Client regarding fees, Client has the right to submit that dispute under the attorney fee arbitration procedure that exists under California law. Such fee arbitrations are not binding, unless both parties so agree in advance, and do not encompass legal malpractice or other non-fee claims.

13. Electronic Communications. You have authorized the firm to communicate with you via e-mail and other electronic means such as by fax. You will be responsible for keeping such communications confidential. You also acknowledge that communication by electronic means is subject to interception by others, just as is mail and other forms of communication. By authorizing us to communicate with you via electronic means, you are assuming any risks associated therewith.

EACH PARTY UNDERSTANDS AND ACKNOWLEDGES THAT BY ENTERING INTO THIS AGREEMENT, SUCH PARTY HAS SURRENDERED AND WAIVED THE RIGHT IT WOULD OTHERWISE POSSESS TO SUBMIT A DISPUTE BETWEEN THE PARTIES FOR RESOLUTION BY COURT OR JURY, INCLUDING THE RIGHT OF APPEAL TO A HIGHER COURT.

By signing this Agreement, Client and H&C each acknowledge that such party has read, understood and agreed to the terms hereof, and that this document contains the entire agreement between Client and H&C with respect to the legal representation to be provided to Client by H&C.

Dated: 5/12/15

Dated: \_\_\_\_\_

H&C:  
Hopkins & Carley  
A Law Corporation

By: Ernest M. Malaspina  
Its Officer  
Approved as to Form

CLIENT:  
City of Calabasas

Dated: \_\_\_\_\_

\_\_\_\_\_  
Lucy M. Martin, Mayor

Dated: \_\_\_\_\_

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

Dated: \_\_\_\_\_

\_\_\_\_\_  
Maricela Hernandez, City Clerk

## CALIFORNIA BUSINESS AND PROFESSIONS CODE

### SECTION 6148

#### FEE FOR SERVICE CONTRACTS; BILLS FOR SERVICES RENDERED

(a) In any case not coming within Section 6147 in which it is reasonably foreseeable that total expense to a client, including attorney fees, will exceed One Thousand Dollars (\$1,000), the contract for services in the case shall be in writing. At the time the contract is entered into, the attorney shall provide a duplicate copy of the contract signed by both the attorney and the client, or the client's guardian or representative to the client, or to the client's guardian or representative. The written contract shall contain all of the following:

(1) Any basis of compensation including, but not limited to, hourly rates, statutory fees or flat fees, and other standard rates, fees and charges applicable to the case.

(2) The general nature of the legal services to be provided to the client.

(3) The respective responsibilities of the attorney and the client as to the performance of the contract.

(b) All bills rendered by an attorney to a client shall clearly state the basis thereof. Bills for the fee portion of the bill shall include the amount, rate, basis for calculation, or other method of determination of the attorney's fees and costs. Bills for the cost and expense portion of the bill shall clearly identify the costs and expenses incurred and the amount of the costs and expenses. Upon request by the client, the attorney shall provide a bill to the client no later than 10 days following the request unless the attorney has provided a bill to the client within 31 days prior to the request, in which case the attorney may provide a bill to the client no later than 31 days following the date the most recent bill was provided. The client is entitled to make similar requests at intervals of no less than 30 days following the initial request. In providing responses to client requests for billing information, the attorney may use billing data that is currently effective on the date of the request, or, if any fees or costs to that date cannot be accurately determined, they shall be described and estimated.

(c) Failure to comply with any provision of this section renders the agreement voidable at the option of the client, and the attorney shall, upon the agreement being voided, be entitled to collect a reasonable fee.

(d) This section shall not apply to any of the following:

(1) Services rendered in an emergency to avoid foreseeable prejudice to the rights or interests of the client or where a writing is otherwise impractical.

(2) An arrangement as to the fee implied by the fact that the attorney's services are of the same general kind as previously rendered to and paid for by the client.

(3) If the client knowingly states in writing, after full disclosure of this section, that a writing concerning fees is not required.

(4) If the client is a corporation.

(e) This section applies prospectively only to fee agreements following its operative date.

(f) This section shall become operative on January 1, 2000.

**Added Stats 1993 ch 982 §6 (SB 645). Amended Stats 1994 ch 479 §5 (AB3219); Stats 1996 ch 1104 §11(AB 2787), operative January 1, 2000.**

**Former Section:**

Former §6148, similar to the present section, was added Stats 1986 ch 475 §7, amended Stats 1990 ch 483 §4, Stats 1992 ch 1265 §4, Stats 1993 ch 982 §5.5, Stats 1994 ch 479 §4, Stats 1996 ch 1104 §10, and repealed, operative January 1, 2000, by its own terms

**SAN JOSE**

THE LETITIA BUILDING  
70 S FIRST STREET  
SAN JOSE, CA 95113-2406  
T 408.286.9800  
F 408.998.4790



**HOPKINS & CARLEY**

A LAW CORPORATION

MAILING ADDRESS  
PO BOX 1469  
SAN JOSE, CA 95109-1469  
hopkinscarley.com

**PALO ALTO**

200 PAGE MILL ROAD  
SUITE 200  
PALO ALTO, CA 94306-2062  
T 650.804.7600  
F 650.804.7630

**RATE AND CHARGE SCHEDULE**  
(Effective January 1, 2015)

**ATTORNEYS**

	<b>HOURLY RATE</b>
Adler, R. ....	\$ 500
Ashley, E. ....	\$ 460
Bae, D. ....	\$ 360
Behn, M. ....	\$ 345
Bellafronto, M. ....	\$ 450
Braccini, S. ....	\$ 415
Brown, D. ....	\$ 400
Chien, C. ....	\$ 295
Christopher, R. ....	\$ 450
Cirone, M. ....	\$ 315
Coleman, J. ....	\$ 410
Cunneen, J. ....	\$ 510
Cunningham, R. ....	\$ 290
Donovan, D. ....	\$ 510
Dooley, J. ....	\$ 360
Dubreuil, F. ....	\$ 595
Essner, J. ....	\$ 545
Gallo, J. ....	\$ 490
Gasaway, E. ....	\$ 300
Golden, J. ....	\$ 510
Hager, J. ....	\$ 560
Hashimoto, G. ....	\$ 530
Heyl, M. ....	\$ 510
Hill, K. ....	\$ 285
Hohn, C. ....	\$ 305
Hsu, D. ....	\$ 290
Jackson, S. ....	\$ 385
James, M. ....	\$ 375
Kellogg, C. ....	\$ 550
Khoobyarian, E. ....	\$ 380
Klein, W. ....	\$ 510

**ATTORNEYS**

	<b>HOURLY RATE</b>
Korz, A. ....	\$ 285
Kottmeier, S. ....	\$ 495
LaBoskey, P. ....	\$ 600
Levy, A. ....	\$ 430
Lively, D. ....	\$ 450
Look, L. ....	\$ 510
Malaspina, E. ....	\$ 460
McCarthy, A. ....	\$ 520
McDonald, R. ....	\$ 470
McKissock, E. ....	\$ 475
Noack, R. ....	\$ 470
O'Connor, L. ....	\$ 335
Packer, C. ....	\$ 560
Pickett, G. ....	\$ 545
Picone, J. ....	\$ 495
Pyne, D. ....	\$ 470
Quillinan, J. ....	\$ 595
Ratinoff, J. ....	\$ 445
Reed, C. ....	\$ 510
Reinhold, K. ....	\$ 460
Roberts, B. ....	\$ 560
Rodriguez, K. ....	\$ 330
Ross, J. ....	\$ 465
Schachtli, R. ....	\$ 435
Schmidt, L. ....	\$ 520
Sharma, A. ....	\$ 275
Sherer, D. ....	\$ 500
Stone, P. ....	\$ 495
Varela, M. ....	\$ 360
Wilson, B. ....	\$ 295
Yob, D. ....	\$ 415

**PARALEGALS, CASE COORDINATORS, DOCUMENT CLERKS AND LIBRARIAN**

Alford, P. ....	\$ 265	Ferreira, J. ....	\$ 265
Ancona, M. ....	\$ 265	Frankeny, K. ....	\$ 150
Antonio, T. ....	\$ 125	Goheen, K. ....	\$ 260
Azzopardi, N. ....	\$ 240	Hayden, M. ....	\$ 130
Baloch, L. ....	\$ 175	Ingram, A. ....	\$ 230
Belval, M. ....	\$ 270	Knobe, C. ....	\$ 150
Custer, M. ....	\$ 265	Morales, R. ....	\$ 95
Dowsing-Connolly, L. ....	\$ 265	Nishiura, A. ....	\$ 265
Eggen, G. ....	\$ 95	Patao, K. ....	\$ 165
Elzey, C. ....	\$ 265	Reavis, P. ....	\$ 185
Facchino, M. ....	\$ 265	Searles, D. ....	\$ 95
Favorito, S. ....	\$ 215	Stewart, A. ....	\$ 220
Ferrari, L. ....	\$ 265		

**STANDARD DISBURSEMENT CHARGES**

Domestic fax .....	\$2.00 per page
International fax .....	\$3.00 per page
Photocopies:	
\$0.22 per impression	
\$1.00 per color impression	
Postage and delivery service .....	At cost
Messenger Service .....	\$45.00 per hour
Mileage .....	\$0.575 per mile

Phone .....	1.5 x phone charge
Word Processing .....	\$100 per hour
Staff Overtime .....	\$50 per hour
Electronic Legal Research .....	Providers' Standard Rate
Technology Support .....	\$150 per hour
Travel, Food & Lodging .....	At cost

Other disbursement charges are generally charged at cost, depending on the nature of the disbursement. These rates and charges are subject to change. Hourly rates are billed at a minimum of two-tenths of an hour, with subsequent increments of one-tenth of an hour.

Palo Alto • San Jose • Burbank

Revised April 23, 2015



**CITY of CALABASAS**

**CITY COUNCIL AGENDA REPORT**

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**DATE: MAY 27, 2015**

**TO: HONORABLE MAYOR AND COUNCILMEMBERS**

**FROM:  ROBERT YALDA, P.E., T.E., PUBLIC WORKS DIRECTOR  
 STEVE BALL, LANDSCAPE MANAGER**

**SUBJECT: AUTHORIZATION TO APPROVE CONTRACT CHANGE ORDER FOR VANDERGEEST LANDSCAPE CARE, INC. IN THE AMOUNT \$139,225 TO FUND REGULARLY SCHEDULED LANDSCAPE MAINTENANCE AND REQUIRED EXTRA WORK AS PART OF THE LANDSCAPE MAINTENANCE OF PUBLIC WORKS STREET MEDIANS AND CERTAIN SIDEWALKS AND PARKWAY AREAS (AREA #1) FOR THE REMAINDER OF FISCAL YEAR 2014-15 AND FISCAL YEAR 2015-16 UNTIL THE CONTRACT ENDS ON FEBRUARY 14, 2016.**

**MEETING DATE: MAY 27, 2015**

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**SUMMARY RECOMMENDATION:**

Staff recommends that the City Council approve a Contract Change Order for VanderGeest Landscape Care, Inc. in the amount of \$139,225 to fund regularly scheduled landscape maintenance and required extra work as part of the landscape maintenance of public works street medians and certain sidewalks and parkway areas (Area #1) for the remainder of fiscal year 2014-15 and fiscal year 2015-16 until the contract ends on February 14, 2016.

**BACKGROUND:**

A landscape maintenance contract was awarded to VanderGeest Landscape Care, Inc. and became effective February 14, 2013. The contract expiration date is February 14, 2016.

The cost of certain required extra work is covered in the bid specification under the Unit Price List. The city's landscape manager is authorized to budget and utilize available monies for this work.

The amount requested to fund the remainder of Fiscal Year 2014-2015 required extra work is \$34,075 and for Fiscal Year 2015-16 regularly scheduled landscape maintenance contract and required extra work, until the contract ends on February 14, 2016, is \$105,150.

Staff is requesting approval of \$34,075 to fund the remainder of Fiscal Year 2014-2015 required extra work and \$105,150 for Fiscal Year 2015-16, until the contract ends on February 14, 2016, (including a contractual 1.35% CPI increase), for regularly scheduled landscape maintenance and required extra work as part of the landscape maintenance of public works street medians and certain sidewalks and parkway areas (Area #1)

**FISCAL IMPACT/SOURCE OF FUNDING:**

Funding for this Contract Change Order exists in Fund: 10-312 – Street Maintenance Services: General Landscape Maintenance.

**REQUESTED ACTION:**

Staff recommends that City Council approve the Contract Change Order for VanderGeest Landscape Care, Inc. in the amount of \$139,225 to fund regularly scheduled landscape maintenance and required extra work as part of the landscape maintenance of public works street medians and certain sidewalks and parkway areas (Area #1) for the remainder of fiscal year 2014-15 and fiscal year 2015-16 until the contract ends on February 14, 2016.

**ATTACHMENTS:**

- 1 - Professional Services Agreement
- 2 - Change Order No. 1

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

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

**1. IDENTIFICATION**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into by and between the City of Calabasas, a California municipal corporation ("City"), and VanderGeest Landscape Care, Inc., a California, Corporation ("Consultant").

**2. RECITALS**

- 2.1 City has determined that it requires the following professional services from a consultant:

**Landscape Maintenance of Public Works Street Medians and certain sidewalks and parkways for Contract Area #1 Public Works Maintenance Zones within the City of Calabasas.**

- 2.2 Consultant represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.

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

**3. DEFINITIONS**

- 3.1 "Scope of Services": Such professional services as are set forth in Consultant's **January 18, 2013** proposal to City attached hereto as Exhibit A and incorporated herein by this reference.
- 3.2 "Approved Fee Schedule": Such compensation rates as are set forth in Consultant's **January 18, 2013** fee schedule to City attached hereto as Exhibit B and incorporated herein by this reference.
- 3.3 "Commencement Date": **February 14, 2013.**
- 3.4 "Expiration Date": **February 14, 2016.**

4. **TERM**

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

5. **CONSULTANT'S SERVICES**

- 5.1 Consultant shall perform the services identified in the Scope of Services. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement. In no event shall the total compensation and costs payable to Consultant under this Agreement exceed the sum of **Eighty Five Thousand, Eight Hundred Sixty Nine Dollars and Eight Cents (\$85,869.08) per year** unless specifically approved in advance and in writing by City.
- 5.2 Consultant shall perform all work to the highest professional standards of Consultant's profession and in a manner reasonably satisfactory to City. Consultant shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*).
- 5.3 During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement Date if both (i) such work would require Consultant to abstain from a decision under this Agreement pursuant to a conflict of interest statute and (ii) City has not consented in writing to Consultant's performance of such work.
- 5.4 Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. **Joanne VanderGeest** shall be Consultant's project administrator and shall have direct responsibility for management of Consultant's performance under this Agreement. No change shall be made in Consultant's project administrator without City's prior written consent.
- 5.5 To the extent that the Scope of Services involves trenches deeper than 4', Contractor shall promptly, and before the following conditions are disturbed, notify the City, in writing, of any:

Initials: (City)



(Contractor)



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

(2) Subsurface or latent physical conditions at the site differing from those indicated by information about the site made available to bidders prior to the deadline for submitting bids.

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

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

## 6. COMPENSATION

- 6.1 City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept in full satisfaction for such services, payment in accordance with the Approved Fee Schedule.
- 6.2 Consultant shall submit to City an invoice, on a monthly basis or less frequently, for the services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period and the amount due. Within thirty calendar days of receipt of each invoice, City shall pay all undisputed amounts included on the invoice. City shall not withhold applicable taxes or other authorized deductions from payments made to Consultant.
- 6.3 Payments for any services requested by City and not included in the Scope of Services shall be made to Consultant by City on a time-and-materials basis using Consultant's standard fee schedule. Consultant shall be entitled to increase the fees in this fee schedule at such time as it increases its fees for its clients generally; provided, however, in no event shall Consultant be entitled to increase fees for services rendered before the thirtieth day after Consultant notifies City in writing of an increase in that fee schedule. Fees for such additional services shall be paid within sixty days of the date Consultant issues an invoice to City for such services.
- 6.4 This Agreement is further subject to the provisions of Article 1.7 (commencing at

Initials: (City)   *JB*   (Contractor)   *GV*

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

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

**7. OWNERSHIP OF WRITTEN PRODUCTS**

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

**8. RELATIONSHIP OF PARTIES**

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

**9. CONFIDENTIALITY**

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

Initials: (City)   *BJ*   (Contractor)   *W*

**10. INDEMNIFICATION**

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

Initials: (City) BY (Contractor) JN

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

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

## 11. INSURANCE

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

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

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

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

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

Initials: (City)   *BJ*   (Contractor)   *JV*

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

- 11.1.4 Professional Errors and Omissions Insurance with coverage limits of not less than One Million Dollars (\$1,000,000).
- 11.2 Consultant shall require each of its subcontractors to maintain insurance coverage that meets all of the requirements of this Agreement.
- 11.3 The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A:VII in the latest edition of Best's Insurance Guide.
- 11.4 Consultant agrees that if it does not keep the aforesaid insurance in full force and effect, City may either (i) immediately terminate this Agreement; or (ii) take out the necessary insurance and pay, at Consultant's expense, the premium thereon.
- 11.5 At all times during the term of this Agreement, Consultant shall maintain on file with City's Risk Manager a certificate or certificates of insurance showing that the aforesaid policies are in effect in the required amounts and naming the City and its officers, employees, agents and volunteers as additional insureds. Consultant shall, prior to commencement of work under this Agreement, file with City's Risk Manager such certificate(s).
- 11.6 Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages.
- 11.7 The General Liability Policy of insurance required by this Agreement shall contain an endorsement naming City and its officers, employees, agents and volunteers as additional insureds. The General Liability Policy required under this Agreement shall contain an endorsement providing that the policies cannot be

Initials: (City) RS (Contractor) Q

canceled or reduced except on thirty days' prior written notice to City. Consultant agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

- 11.8 The insurance provided by Consultant shall be primary to any coverage available to City. Any insurance or self-insurance maintained by City and/or its officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.
- 11.9 All insurance coverage provided pursuant to this Agreement shall not prohibit Consultant, and Consultant's employees, agents or subcontractors, from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against the City.
- 11.10 Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of City, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Consultant shall procure a bond or other security acceptable to the City guaranteeing payment of losses and expenses.
- 11.11 Procurement of insurance by Consultant shall not be construed as a limitation of Consultant's liability or as full performance of Consultant's duties to indemnify, hold harmless and defend under Section 10 of this Agreement.

## 12. MUTUAL COOPERATION

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

## 13. RECORDS AND INSPECTIONS

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

Initials: (City)   *JK*   (Contractor)   *JV*

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

**14. PERMITS AND APPROVALS**

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

**15. NOTICES**

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

If to City:

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

If to Consultant:

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

With courtesy copy to:

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

**16. SURVIVING COVENANTS**

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

Initials: (City) SB (Contractor) JV

**17. TERMINATION**

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

**18. GENERAL PROVISIONS**

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

Initials: (City)   *EA*   (Contractor)   *GN*

writing.

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

Initials: (City)  (Contractor) 

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

19 **PREVAILING WAGES**

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

Initials: (City)  (Contractor) 

Professional Services Agreement  
Providing for Payment of Prevailing Wages  
City of Calabasas / VanderGeest Landscape Care, Inc.

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

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

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

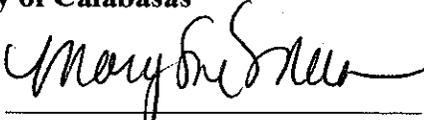
Initials: (City)  (Contractor) 

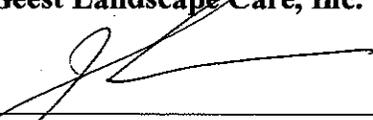
Professional Services Agreement  
Providing for Payment of Prevailing Wages  
City of Calabasas / VanderGeest Landscape Care, Inc.

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

**"City"**  
City of Calabasas

**"Consultant"**  
VanderGeest Landscape Care, Inc.

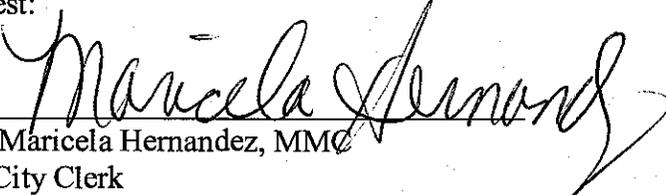
By:   
Mary Sue Maurer, Mayor

By:   
Joanne VanderGeest, CEO

Date: 3/7/13

Date: 2-26-13

Attest:

By:   
Maricela Hernandez, MMC  
City Clerk

Date: 3/5/13

Approved as to form:

By:   
Scott H. Howard, Interim City Attorney

Date: 2-27-13

**EXHIBIT A**  
**SCOPE OF WORK**



**CITY OF CALABASAS**

**NOTICE  
REQUEST FOR QUALIFICATIONS / PROPOSALS  
LANDSCAPE MAINTENANCE OF  
PUBLIC WORKS STREET MEDIANS AND CERTAIN SIDEWALK  
AND PARKWAY AREAS  
WITHIN THE CITY OF CALABASAS**

Notice is hereby given that sealed qualifications / proposals will be accepted by the City of Calabasas, Public Works Department, **up to the end of the business day (5:30 PM) on January 18, 2013**. The landscape maintenance contractor shall furnish all labor, materials and work necessary to perform landscape maintenance to all noted areas within the City of Calabasas, Ca.

This RFQ/P comprises the complete Landscape Maintenance areas throughout the City of Calabasas, including maps and square footages of all areas to be maintained.

Proposals shall be delivered to the City Clerk and addressed to:

City of Calabasas  
**ATTN: CITY CLERK**  
Public Works Department, Landscape Manager  
100 Civic Center Way  
Calabasas, Ca 91302

**Proposals shall be submitted to the City Clerk**, along with all support documentation, and shall be plainly marked on the outside of the envelope, **LANDSCAPE MAINTENANCE OF PUBLIC WORKS STREET MEDIANS AND CERTAIN SIDEWALK AND PARKWAY AREAS WITHIN THE CITY OF CALABASAS, CA.**

**Proposals not received by 5:30 PM, January 18, 2013**, will be considered non-responsive and will be returned unopened. No oral, telegraphic, electronic, facsimile, or telephonic proposals or modifications will be considered. Proposals postmarked prior to the submittal deadline, but received after the deadline will be considered non-responsive and will be returned unopened.

**EXHIBIT B**  
**APPROVED FEE SCHEDULE**







LANDSCAPE MAINTENANCE OF PUBLIC WORKS STREET MEDIANS AND  
CERTAIN SIDEWALK AND PARKWAY AREAS WITHIN  
THE CITY OF CALABASAS

IN THE CITY OF CALABASAS, CALIFORNIA

**COST BREAKDOWN TOTAL CONTRACT AREA #1**

<b>TOTAL AMOUNT OF COST BREAKDOWN IN FIGURES</b>	\$ 87,695.58
<b>TOTAL AMOUNT OF COST BREAKDOWN IN WORDS:</b>	
Eight Seven Thousand	
Six Hundred & Ninety Five Dollars	
and Fifty Eight cents	

Note: The total cost of the Cost Breakdown will be considered the base bid for this Contract Area No. 1.

NAME OF LANDSCAPE MAINTENANCE FIRM:

: VanderGeest Landscape Care, Inc.

CONTRACTOR'S LICENSE NUMBER: 678032

AUTHORIZED SIGNATURE: 

TITLE: Pres.

DATE: 1-18-2013

ADDENDUM NO. 1

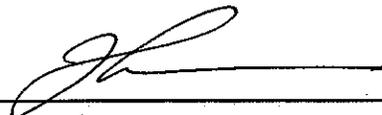
44

Spc12-19

Initials: (City)



Contractor)



LANDSCAPE MAINTENANCE OF PUBLIC WORKS STREET MEDIANS AND  
CERTAIN SIDEWALK AND PARKWAY AREAS WITHIN  
THE CITY OF CALABASAS

IN THE CITY OF CALABASAS, CALIFORNIA

**UNIT PRICE LIST**  
**THE FOLLOWING PRICES ARE HEREBY MADE A PART OF THIS AGREEMENT**  
**Unit Prices for Additional Work**

Item No.	Description		Unit Price	Unit
1.	Misc. irrigation system repair parts @ cost plus <sup>N</sup> 2510 %			
2.	Landscape Irrigation Technician: Hourly Rate:		\$ 45.00	EA
3.	Pop-up sprinkler / replace	4" @	\$ 16.50	EA
		6" @	\$ 22.00	EA
		12" @	\$ 24.20	EA
4.	Pop-up gear drive sprinkler / replace	4" @	\$ 22.00	EA
		6" @	\$ 32.00	EA
		12" @	\$ 42.00	EA
5.	Fixed shrub sprinkler / replace	4" @	\$ 20.00	EA
		6" @	\$ 22.00	EA
		12" @	\$ 47.00	EA
6.	Fixed shrub gear driven sprinkler / replace	4" @	\$ 25.00	EA
		6" @	\$ 35.00	EA
		12" @	\$ 45.00	EA
7.	Automatic sprinkler valve / replace	¾" @	\$ 150.00	EA
		1" @	\$ 185.00	EA
		1½" @	\$ 225.00	EA
		2" @	\$ 275.00	EA
8.	1-gal. shrub/perennial install	@	\$ 12.00	EA
9.	2-gal. shrub/perennial install	@	\$ 20.00	EA
10.	5-gal. shrub/perennial install	@	\$ 30.00	EA
11.	5-gal tree in place (stakes incl.)	@	\$ 40.00	EA
12.	15 gal. Tree in place (stakes incl.)	@	\$ 115.00	EA
13.	24" box tree in place (stakes incl.)	@	\$ 300.00	EA
14.	36" box tree in place (stakes, incl.)	@	\$ 1320.00	EA
15.	48" box tree in place (stakes, incl.)	@	\$ 2500.00	EA
16.	Hand watering of tree well	@	\$ 10.00	EA
17.	Flat of ground cover install	@	\$ 25.00	EA
18.	4" pot annual color	@	\$ 30.00	EA
19.	Planter bed mulch in place	@	\$ 40.00	/Cubic Yard
20.	Turf renovation (incl. de-thatch, over seed, top dress)	@	\$ 390.00	/1,000 Sq. Ft.
21.	Turf aeration	@	\$ 150.00	/1,000 Sq. Ft.
22.	Additional labor	@	\$ 28.00	/Manhour
23.	Additional supervisor	@	\$ 52.50	/Manhour
24.	Additional mowing	@	\$ 22.00	/100 Sq. Ft.
25.	Sod installation	@	\$ 1.75	SF
26.	Seed installation	@	\$ .39	SF
27.	Fertilization (shrub bed & turf)	@	\$ 1,000.00	AS/Acre
28.	Soil test and analysis	@	\$ 250.00	Unit
29.	Plant tissue analysis	@	\$ 250.00	Unit
30.	Plant pathology test	@	\$ 250.00	Unit
31.	Backflow prevention device inspection	@	\$ 300.00	Unit
32.	Pesticide application on trees for disease control	@	\$ 300.00	EA
33.	Landscape Design Services	@	\$ 100.00	Hour
34.	Submit disease/pest control records to county agricultural commissioner	@	\$ 65.00	Per occurrence
35.	Insect, disease and rodent control	@	\$ 110.00	10,000 Sq. Ft.

Note: The Landscape Maintenance firm is required to complete the unit price column as part of the RFQ submittal.

Spc12-19

48

Initials: (City) JB Contractor) GN



ITEM 8 ATTACHMENT 2

BASE CONTRACT AMOUNT		\$ 257,607.24
CHANGE ORDER #1	(+)	\$ 139,225.00
FINAL CONTRACT AMOUNT	(=)	\$ 396,832.24

CONTRACT CHANGE ORDER NO.: 1  
DATE: 5/27/2015

PROJECT TITLE: Landscape Maintenance of Public Works, Street Medians, Certain Sidewalks and Parkway Areas (Area #1)  
OWNER: City of Calabasas  
CONTRACTOR: VanderGeest Landscape Care, Inc.

THE FOLLOWING CHANGES TO THE CONTRACT, DRAWINGS AND SPECIFICATIONS ARE PROPOSED:	NET ADDITION	NET DEDUCTION	DAYS EXTENDED
<p><b>Public Works Street Medians, Certain Sidewalks and Parkway Areas (Area #1):</b> This Change Order will cover the cost of regularly scheduled maintenance and required extra work for the remainder of FY 2014-2015 and for FY 2015-16 until end of contract (February 14, 2016). Required Extra Work includes irrigation installation, refurbishment and repair; landscape refurbishment &amp; upgrades; replacement of damaged plant material; and tree planting.</p>	\$ 139,225		
	<b>\$ 139,225</b>	<b>\$ -</b>	

We hereby agree to make the above change subject to the terms of this order for the sum of: **\$ 139,225**

\*\*\* **ONE HUNDRED THIRTY NINE THOUSAND TWO HUNDRED TWENTY FIVE DOLLARS** \*\*\* ADDITION

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

\_\_\_\_\_  
Joanne VanderGeest, President  
VanderGeest Landscape Care, Inc.

RECOMMENDED:	APPROVED:	ACCEPTED:
Steve Ball: _____ Landscape Districts Maintenance Manager Date: _____	Robert Yalda: _____ Public Works Director/City Engineer Date: _____	Lucy M. Martin: _____ Mayor Date: _____

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

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



**CITY of CALABASAS**

**CITY COUNCIL AGENDA REPORT**

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**DATE: MAY 11, 2015**

**TO: HONORABLE MAYOR AND COUNCILMEMBERS**

**FROM:  ROBERT YALDA, P.E., T.E., PUBLIC WORKS DIRECTOR/CITY ENGINEER  
TATIANA HOLDEN, P.E., ASSOCIATE CIVIL ENGINEER**

**SUBJECT: RECOMMENDATION TO AWARD A CONSTRUCTION CONTRACT FOR THE LAS VIRGENES ROAD SCENIC CORRIDOR COMPLETION PROJECT, SPECIFICATION NO. 14-15-08, IN THE AMOUNT OF \$4,338,260.40, TO PALP, INC. DBA EXCEL PAVING COMPANY; AND TO APPROPRIATE \$50,500.00 TO CONVERSE CONSULTANTS FOR MATERIALS TESTING, FOR A TOTAL OF \$4,388,760.40**

**MEETING DATE: MAY 27, 2015**

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**SUMMARY RECOMMENDATION:**

Staff recommends that City Council award the construction contract for the Las Virgenes Road Scenic Corridor Completion Project, Specification No. 14-15-08, to Palp Inc. dba Excel Paving Company in the amount of \$4,338,260.40.

In addition, Staff recommends appropriating \$50,500.00 to Converse Consultants for material testing services.

Staff is recommending total appropriations of \$4,388,760.40 to cover costs associated with this project.

## DISCUSSION/ANALYSIS:

The Las Virgenes Road Scenic Corridor Completion project is primarily an active transportation capacity enhancement project with the following specific features which include significant improvements for pedestrians and cyclists:

1. **Improved Capacity** – Two travel lanes in both directions will be provided throughout the project limits from Agoura Road to Lost Hills Rd. In addition, storage lanes for turning traffic will be provided at all driveway and roadway intersections and eliminate disruptions to through traffic.
2. **Pedestrian and Bicycle Improvements** - Continuous 5' bicycle lanes will be constructed from Agoura Road to Lost Hills Road. Continuous sidewalk on the west side of the corridor will be installed from Agoura Rd. to Lost Hills Rd.; on the east side, continuous sidewalk will be installed from Agoura Rd. to the Oak Glen intersection.
3. **New Traffic Signal and Signal Modification** – A new signal will be constructed at the intersection of Las Virgenes Road & Willow Glen Road to provide access to Stone Creek community on the west side of Las Virgenes Rd. and Las Virgenes Municipal Water District on the east side. The proposed traffic signal operation will create gaps in the traffic stream and provide safer access to multiple driveways south of the intersection. The existing signal at the intersection of A. E. Wright and Las Virgenes Road will be modified to include a new south leg pedestrian crossing. Construction of the new continuous sidewalk on the west side of the roadway necessitates the need for pedestrian access to both sides of the street. New crosswalks associated with the new traffic signal and the existing signal will provide safe crossing for residents to access A.E. Wright School, the Dog Park and other destinations
4. **Raised landscaped center medians** - The entire area's landscaping design will retain the theme consistent throughout the Las Virgenes corridor and the surrounding area.

Bids for this project were received on April 20, 2015. The award decision was based on the lowest responsible and responsive bidder.

Four sealed bids were received for project Specification No.14-15-08 and the lowest bidder was Palp Inc. dba Excel Paving Company in the amount of \$4,338,260.40. The bid results are presented in Attachment A.

Palp Inc. dba Excel Paving Company is well known in the region and is regarded as a reputable construction company. Staff has checked references provided in their submitted bid packages and received satisfactory reports about the competency

and reliability of the contractor as well as the quality of the projects that they have recently completed. Their proposed contract is shown in Attachment B.

**FISCAL IMPACT/SOURCE OF FUNDING:**

Account No. 40-339-6503-17 will be used to track all costs associated with the Project Specification No.14-15-08, utilizing Measure R regional revenue to cover all costs pertaining to the project. All requested funds should be appropriated to this account and the budget should be adjusted accordingly.

**REQUESTED ACTION:**

Staff recommends that City Council award the construction contract for the Las Virgenes Road Scenic Corridor Completion Project, Specification No. 14-15-08, to Palp Inc. dba Excel Paving Company in the amount of \$4,338,260.40.

In addition, Staff recommends appropriating \$50,500.00 to Converse Consultants for material testing services.

Staff is recommending total appropriations of \$4,388,760.40 to cover costs associated with this project.

**ATTACHMENTS:**

Attachment A: Bid Results for Project Specification No.14-15-08

Attachment B: Construction Contract for Palp Inc. dba Excel Paving Company

Attachment C: Proposal for material testing services from Converse Consultants

**LAS VIRGENES SCENIC CORRIDOR COMPLETION PROJECT**

**SPECIFICATION NO. 14-15-08**

**BID RESULTS**

<b>CONTRACTOR</b>	<b>AMOUNT</b>
ALL AMERICAN ASPHALT	\$ 4,552,634.03
TORO ENTERPRISES	\$ 4,643,601.00
PALP INC. DBA EXCEL PAVING COMPANY	\$ 4,338,260.40
ASPAHLT PROFESSIONALS	\$ 4,920,766.16

## ARTICLES OF AGREEMENT

### LAS VIRGENES ROAD SCENIC CORRIDOR COMPLETION PROJECT SPECIFICATION NO. 14-15-08, AGREEMENT IN THE CITY OF CALABASAS, CALIFORNIA

LAS VIRGENES ROAD SCENIC CORRIDOR COMPLETION PROJECT, SPECIFICATION NO. 14-15-08, AGREEMENT (“AGREEMENT”) is made and entered into for the above-stated project this 27 day of May, 2015, BY AND BETWEEN the City of Calabasas, a municipal corporation, hereafter designated as “AGENCY”, and Palp Inc. dba Excel paving Company, a California Corporation, hereafter designated as “CONTRACTOR.”

WITNESSETH that AGENCY and CONTRACTOR have mutually agreed as follows:

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

The contract documents for the LAS VIRGENES ROAD SCENIC CORRIDOR COMPLETION PROJECT, SPECIFICATION NO. 14-15-08, shall consist of the Notice Inviting Sealed Bids, Instructions To Bidders, Bid Proposal, Bid Schedule, Standard Specifications, Special Provisions, and all referenced specifications, details, standard drawings, and appendices; together with two signed copies of the AGREEMENT, two signed copies of required bonds; one copy of the insurance certificates, permits, notices, and affidavits; and also including any and all addenda or supplemental agreements clarifying, amending, or extending the work contemplated as may be required to ensure its completion in an acceptable manner (collectively referred to herein as the “Contract Documents”). All of the provisions of the Contract Documents are made a part hereof as though fully set forth herein.

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

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

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

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

**ARTICLE III: Compensation**

A. CONTRACTOR agrees to receive and accept the prices set forth in the Bid Proposal and Bid Schedule as full compensation for furnishing all materials, performing all work, and fulfilling all obligations hereunder. In no event shall the total compensation and costs payable to CONTRACTOR under this Agreement exceed the sum of \$4,338,260.40 (Four Million Three Hundred Thirty Eight Thousand Two Hundred Sixty Dollars and Forty Cents), unless specifically approved in advance and in writing by AGENCY.

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

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

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

**ARTICLE IV: Labor Code**

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

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

A. The CONTRACTOR shall pay the prevailing wage rates for all work performed under the AGREEMENT. When any craft or classification is omitted from the general prevailing wage determinations, the CONTRACTOR shall pay the wage rate of the craft or classification most closely related to the omitted classification. The CONTRACTOR shall forfeit as a penalty to AGENCY \$200.00 or any greater penalty provided in the Labor Code for each Calendar Day, or portion thereof, for each worker paid less than the prevailing wage rates for any work done under the AGREEMENT in violation of the provisions of the Labor Code whether such worker is employed in the execution of the work by CONTRACTOR or by any Subcontractor under CONTRACTOR. In addition, CONTRACTOR shall pay each worker the difference between such prevailing wage rates and the amount paid to each worker for each Calendar Day, or portion thereof, for which each worker was paid less than the prevailing wage rate.

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

C. Pursuant to Labor Code § 1725.5, CONTRACTOR and any subcontractor must be registered with the California Department of Industrial Relations for any bid proposal submitted on or after March 1, 2015, and for any contract for public work entered into on or after April 1, 2015. Further, this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

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

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

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

worker employed in the execution of the work by CONTRACTOR or by any Subcontractor of CONTRACTOR, for each Calendar Day during which such worker is required or permitted to the work more than eight hours in one Calendar Day or more than 40 hours in any one calendar week in violation of the Labor Code.

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

**ARTICLE V: Work Site Conditions**

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

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

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

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

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

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

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

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

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

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

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

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

**ARTICLE VII: Indemnification**

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

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

**ARTICLE VIII: Binding Effect**

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

**ARTICLE IX: Dispute Resolution**

A. Any court action arising out of this AGREEMENT shall be filed in the Los Angeles County Superior Court. Any alternative dispute resolution proceeding arising out of this AGREEMENT shall be heard in the County of Los Angeles.

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

C. This AGREEMENT is further subject to the provisions of Article 1.5 (commencing at Section 20104) of Division 2, Part 3 of the Public Contract Code regarding the resolution of public works claims of less than \$375,000. Article 1.5 mandates certain procedures for the filing of claims and supporting documentation by CONTRACTOR, for the response to such claims by the AGENCY, for a mandatory meet and confer conference upon the request of CONTRACTOR, for mandatory

nonbinding mediation in the event litigation is commenced, and for mandatory judicial arbitration upon the parties' failure to resolve the dispute through mediation. This AGREEMENT hereby incorporates the provisions of Article 1.5 as though fully set forth herein.

**ARTICLE X: Independent CONTRACTOR**

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

**ARTICLE XI: Taxes**

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

**ARTICLE XII: Notices**

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

AGENCY: Benjamin Chan

CONTRACTOR: C.P. Brown, President

CITY OF CALABASAS

PALP Inc. dba Excel Paving Company

100 Civic Center Way

2230 Lemon Avenue

Calabasas, CA 91302-3172

Long Beach, CA 90806

**ARTICLE XIII: Entire Agreement**

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

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

**ARTICLE XIV: Authority to Contract**

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

**ARTICLE XV: General Provisions**

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

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

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

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

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

F. CONTRACTOR shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to AGENCY under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to CONTRACTOR under this Agreement. All such documents shall be made available for

inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of AGENCY. In addition, pursuant to Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds ten thousand dollars, all such documents and this Agreement shall be subject to the examination and audit of the State Auditor, at the request of AGENCY or as part of any audit of AGENCY, for a period of three (3) years after final payment under the Agreement.

IN WITNESS WHEREOF the parties hereto for themselves, their heirs, executors, administrators, successors, and assigns do hereby agree to the full performance of the covenants herein contained and have caused this AGREEMENT to be executed in duplicate by setting hereunto their names, titles, hands, and seals this 29 day of April, 2015.

CONTRACTOR: PALP Inc. dba Excel Paving Company

\_\_\_\_\_  
C.P. Brown, President  
Contractor’s License No. 688659

AGENCY: \_\_\_\_\_  
Mayor of the City of Calabasas Date

ATTESTED: \_\_\_\_\_  
City Clerk of the City of Calabasas Date

APPROVED AS TO FORM: \_\_\_\_\_  
City Attorney of the City of Calabasas Date

**( EXECUTE IN DUPLICATE )**

**CERTIFICATE OF ACKNOWLEDGMENT**

State of California  
County of \_\_\_\_\_

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

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (SEAL)



**CERTIFICATE OF ACKNOWLEDGMENT**

State of California  
County of \_\_\_\_\_

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

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (SEAL)



**CERTIFICATE OF ACKNOWLEDGMENT**

State of California  
County of \_\_\_\_\_

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

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (SEAL)



**CERTIFICATE OF ACKNOWLEDGMENT**

State of California  
County of \_\_\_\_\_

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

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (SEAL)

**NON-COLLUSION AFFIDAVIT**

The undersigned declares:

I am the \_\_\_\_\_ of \_\_\_\_\_, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on the \_\_\_ day \_\_\_\_\_, 20\_\_ at \_\_\_\_\_, California.

\_\_\_\_\_  
C.P. Brown

\_\_\_\_\_  
President

\_\_\_\_\_  
PALP Inc. dba Excel Paving Company

Business Address:  
C.P. Brown, President  
PALP Inc. dba Excel Paving Company  
2230 Lemon Avenue,  
Long Beach, CA 90806  
(562) 599-5841

**WORKERS' COMPENSATION INSURANCE CERTIFICATE**

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

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

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

PALP Inc. dba Excel Paving Company

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

Attest:

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

**NOTE:** See Section 7 Responsibility of the CONTRACTOR, Paragraph 7-3 of the Standard Specifications for insurance carrier rating requirements.

**ENDORSEMENTS TO INSURANCE POLICY**

**Name of Insurance Company:** \_\_\_\_\_

**Policy Number:** \_\_\_\_\_

**Effective Date:** \_\_\_\_\_

The following endorsements are hereby incorporated by reference into the attached Certificate of Insurance as though fully set forth thereon:

- 1. The naming of an additional insured as herein provided shall not affect any recovery to which such additional insured would be entitled under this policy if not named as such additional insured, and
- 2. The additional insured named herein shall not be held liable for any premium or expense of any nature on this policy or any extensions thereof, and
- 3. The additional insured named herein shall not by reason of being so named be considered a member of any mutual insurance company for any purpose whatsoever, and
- 4. The provisions of the policy will not be changed, suspended, canceled or otherwise terminated as to the interest of the additional insured named herein without first giving such additional insured twenty (20) days' written notice.
- 5. Any other insurance held by the additional insured shall not be required to contribute anything toward any loss or expense covered by the insurance, which is referred to by this certificate.
- 6. **The company provided insurance for this certificate is a company licensed to do business in the State of California with a Best's rating of A+ VIII or greater.**

**It is agreed that the City of Calabasas, its officers and employees, are included as Additional Insureds under the contracts of insurance for which the Certificate of Insurance is given.**

\_\_\_\_\_  
Authorized Insurance Agent

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



# Converse Consultants

Geotechnical Engineering, Environmental & Groundwater Science, Inspection & Testing Services

April 20, 2015

Ms. Tatiana Holden, PE  
Associate Civil Engineer  
Public Works Department  
City of Calabasas  
100 Civic Center Way  
Calabasas, California 91302

Subject: **PROPOSAL TO PROVIDE GEOTECHNICAL OBSERVATION AND TESTING SERVICES**  
**Proposed Las Virgenes Road Scenic Corridor Completion Project**  
City of Calabasas, California  
Specification No. 14-15-08  
Measure R Program Project No. MR311.08  
Converse Project No. 15-31-182-00

Dear Ms. Holden:

Converse Consultants (Converse) appreciates the opportunity to submit the enclosed proposal to perform geotechnical observation and testing services for the subject project.

This proposal is submitted with the understanding by both parties that **our field services are subject to prevailing wage guidelines** per Senate Bill 1999 (Chapter 881) effective January 1, 2001. We understand that the City of Calabasas intends to improve Las Virgenes Road by widening sections of the road. A soil nail wall will be added to assist the increase of the road width. The City of Calabasas is seeking a consultant to implement their quality assurance program (QAP) in accordance with the specifications and preliminary geotechnical report. The proposed contract duration is scheduled from June 2015 through March 2016.

Converse is well versed in the various testing methods from American Society of Testing and Materials (ASTM) and California Test Method (CTM) per specifications. The City of Calabasas requires the project consultant to implement their QAP.

Converse additionally reviewed addendums provided by the City of Calabasas in reference to the Capital Improvement Project (CIP) denoted as Base Bid in the provided documents. Converse was asked not to provide a bid on the private development portion of this project.

## PERSONNEL

The qualified personnel with attached resumes will be available to conduct testing and observations on an as-needed basis based on the project's needs.

Mr. Sivathanan will be the Project Manager for this project with a large knowledge base for construction projects. He will be the primary contact for any questions or concerns the City of Calabasas may have during the construction phase. His contact information is noted at the end of this proposal.

## **SCOPE OF SERVICES**

Based upon the information presented to Converse, we have prepared the following scope of services in addition to the City of Calabasas' proposed scope of services:

### ***Project***

1. Project Manager will attend pre-construction meeting to coordinate field work as needed with the construction inspector.
2. Review soil reports, project plans, and specifications.
3. Prepare reports summarizing all observations and test results at the completion of the project.

### ***Soils***

1. Field personnel will review soil reports, project plans, and specifications.
2. Review submitted on-site and/or imported materials to determine their suitability as fill materials. Samples collected from the plants will be tested for Sieve Analysis, Sand Equivalent, and Cleanliness Value and reported to the project inspector and manager. Similar samples collected from the field will have approximately 72 hours from sampling to submit test results to the field inspector and manager.
3. Samples collected for maximum density will be tested in accordance with ASTM D1557 per project special provisions and results reported to the project inspector and manager.
4. Inspect bottom of excavations.
5. Perform in-place density tests according to ASTM D2922 (nuclear method). Soil density tests may also be performed by sand cone method according to ASTM D1556 and adjusted to ASTM D2922 provided that calibration curves are periodically checked.
6. Provide fill placement inspection, testing, and recommendations during backfill of utility trenches and construction on an intermittent and continuous basis as required to establish proper execution and conformance with the specifications. This includes testing (e.g. field density tests) on-site soil for subgrades to receive fill, fill placement, roadways, parking areas, walkways and subgrade.
7. Review and provide laboratory testing on soil, backfill materials, aggregate base, etc. Develop compaction curves for materials encountered. Monitor excavation and stockpiling of suitable fill materials from excavation, existing aggregate base and the crushing of existing soils for use as fills.
8. Prepare reports summarizing all observations and test results.

### ***Portland Cement Concrete***

1. Review concrete mix designs, product mill certificates for compliance.



2. Perform batch plant inspection and test samples for Sieve Analysis, Sand Equivalent, and Cleanness Value.
3. Review each batch ticket and inspect concrete placement.
4. Provide minimum of one test for each type of cement and aggregate for conformance to the working drawings and specifications for mix designs.
5. Verify concrete meets the specified strength and in required areas of locations.
6. Store and pick-up concrete cylinders from the jobsite.
7. Monitor concrete test results and advise for non-conforming tests.
8. After fabricating samples, test concrete and grout for compressive strength. Test one cylinder at seven days, two at twenty-eight days, and retain one cylinder for possible test at fifty-six days.
9. Prepare reports summarizing all observations and test results.

#### ***Aggregate Base and Asphaltic Concrete***

1. Review material certificates and certificates of compliance.
2. Review mix designs.
3. Perform laboratory tests for mix density.
4. Perform extraction/gradation tests.
5. Perform in-place density tests by nuclear method in accordance with CTM 375 per specifications.
6. Inspect asphalt placement.

Converse's professional engineering staff and management will supervise Converse personnel and coordinate field and laboratory services, with support from our clerical personnel to assist in maintaining a high level of quality assurance.

This proposal does *not* include an evaluation and/or testing for soil and/or groundwater contamination at this site.

#### **FEE ESTIMATE**

Converse proposes to complete the scope of work outlined above on a time-and-materials basis in accordance with our current agreement. The estimated not-to-exceed cost for Converse to perform the requested testing is **\$50,500.00**. We have included the detailed breakdown of these services in the cost estimate sheet at the end of this proposal. These fees will be billed in accordance with the rates listed in our schedule of fees attached.

Our fees are based on the following:

- The construction scheduled from June 2015 through March 2016.



- Our fees are based on time and materials as generally accepted.
- The contractor's work schedule will include Monday through Friday eight-hour days for the duration of the schedule. We budgeted five Saturdays of work in our estimate.
- For technicians, we will assess a minimum four-hour charge during each site visit less than four hours. For time in excess of four hours and less than eight hours, we will charge for eight hours.
- Our field representative will not direct, supervise or lay out the work of the contractor. Our services will not include a review or evaluation of the contractor's safety measures on or near the project.
- Any meetings and/or consultations requested by the client will also be charged in accordance with the rates listed in our existing contract with the City of Calabasas as specified herein.
- Testing services outlined in this proposal will be performed at the request of your authorized representative. Daily field reports indicating work performed and test locations will be provided as the testing is completed.
- We require 24 hours advance notice for scheduling of our services. We will, however, make every attempt to accommodate requests for services with less notice.

### CLOSURE

Our services will be performed in accordance with generally accepted engineering practice in this area of Southern California. We make no other warranty, either expressed or implied.

**We understand that this phase of the project is subjected to prevailing wage as defined by California Labor Code.**

We look forward to working with you and the project team on this project. Please feel free to contact the undersigned at (626) 930-1275 if you have any questions or need additional information. The opportunity to be of service is highly appreciated.

### CONVERSE CONSULTANTS



Siva K. Sivathasan, PhD, PE, GE, DGE, QSD, F. ASCE  
Vice President / Principal Engineer

Encl: Cost Estimate, Fee Schedules  
Dist: 1/Addressee (via email)



**COST ESTIMATE  
AND  
FEE SCHEDULES**

**CONVERSE CONSULTANTS**

222 East Huntington Drive, Suite 211  
 Monrovia, CA 91016  
 Telephone 626/930-1200  
 Fax 626/930-1212

**Prevailing Wage Project**

**Project Name:** Proposed Las Virgenes Road Scenic Corridor Completion Project  
 City of Calabasas California

**Project No.:** 15-31-182-00  
**Date:** 04/20/15

**COST ESTIMATE FOR GEOTECHNICAL ENGINEERING CONSULTING SERVICES:****Geotechnical Observation and Testing Proposed:**

<b>FIELD TESTING SERVICES</b>				
<b>Task</b>	<b>Unit</b>	<b>No. of Units</b>	<b>Unit Rate (\$)</b>	<b>Cost (\$)</b>
Project Kick-off Meeting by Project Manager	hour	4	\$150.00	\$600.00
Field Technician (soils)	hour	130	\$95.00	\$12,350.00
Field Technician (concrete)	hour	40	\$95.00	\$3,800.00
Field Technician (asphalt)	hour	110	\$95.00	\$10,450.00
Field Technician (batch plant)	hour	90	\$95.00	\$8,550.00
Project Manager/Engineer Site Visits	hour	8	\$150.00	\$1,200.00
Sample Pickups	hour	20	\$70.00	\$1,400.00
<b>Subtotal:</b>				<b>\$38,350.00</b>

<b>LABORATORY TESTING SERVICES</b>				
<b>Test</b>	<b>Unit</b>	<b>No. of Units</b>	<b>Unit Rate (\$)</b>	<b>Cost (\$)</b>
Maximum Soil Density Test	test	6	\$180.00	\$1,080.00
Asphalt Max Density	test	6	\$200.00	\$1,200.00
Sieve Analysis (coarse and fine combined)	test	6	\$180.00	\$1,080.00
Sand Equivalent	test	6	\$90.00	\$540.00
Cleanness Value	test	6	\$120.00	\$720.00
Concrete Cylinder Compression	test	20	\$25.00	\$500.00
<b>Subtotal:</b>				<b>\$5,120.00</b>

<b>OFFICE SERVICES</b>				
<b>Task</b>	<b>Unit</b>	<b>No. of Units</b>	<b>Unit Rate (\$)</b>	<b>Cost (\$)</b>
Office Support (clerical, word processing, dispatch)	hour	26	\$75.00	\$1,950.00
Project Manager	hour	12	\$150.00	\$1,800.00
Principal Professional	hour	6	\$170.00	\$1,020.00
Final Verification Report	set	1	\$2,000.00	\$2,000.00
<b>Subtotal:</b>				<b>\$6,770.00</b>

**COST ESTIMATE BREAKDOWN**

<b>Field Testing Services:</b>	<b>\$38,350.00</b>
<b>Laboratory Testing Services:</b>	<b>\$5,120.00</b>
<b>Office Services:</b>	<b>\$6,770.00</b>
<b>Total Cost for Earthwork:</b>	<b>\$50,240.00</b>

Notes: This cost estimate is based on the preliminary construction schedule and understanding the project, but may not reflect actual construction schedules and sequences. This is only an estimate. Our services will be provided based on time and material in accordance with our proposal.

# CONVERSE CONSULTANTS

## Prevailing Wage Schedule of Fees Personnel

### Introduction

It is the objective of Converse Consultants to provide its clients with quality professional and technical services and a continuing source of professional advice and opinions. Services will be performed in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. This fee schedule is valid through June 30, 2015.

### Hourly Charges for Personnel

Staff assignments will depend on personnel availability, job complexity, project site location and experience level required to satisfy the technical requirements of the project and to meet the prevailing standard of professional care.

#### Field Technical Services (all including vehicle and equipments)

Construction Inspector – ACI/ICC and/or AWS/CWI certified (concrete, post-tension, masonry, structural steel, fireproofing, includes concrete batch plant and local steel fabrication inspections)	\$95
DSA Masonry Inspector	95
Non-Destructive Testing Inspector (ultrasonic, magnetic particle, dye penetrant, skidmore, pull testing, torque testing, Schmidt hammer, and pachometer)	99
Soils Technician (soil, base, asphalt concrete, and moisture emission testing)	95
Sample Pick-up	70

#### Professional Services (Consultation for Field and Office if requested)

Staff Professional	\$100
Senior Staff Professional	110
Project Professional	135
Project Manager	150
Senior Professional	150
Principal Professional	170

#### Laboratory Testing

Laboratory Technician	Per Test
(Unit prices for routine tests quoted upon request; see Geotechnical Laboratory Testing and Materials Testing Services Schedules of Fees, unit price including report and engineer's review time)	

#### Office Support

Clerical/Word Processing	\$75
Drafting	80
CAD Operator/Drafting Manager	80

Overtime and special shift rates for Field Technical Services personnel are determined in accordance with Prevailing Wage law. Travel time to and from the job site will be charged at the hourly rates for the appropriate personnel.

### Expenses

1. Exploration expenses (drilling, trenching, etc.) are charged at cost plus fifteen percent.
2. Travel and subsistence expenses (transportation, room and board, etc.) for individuals on projects requiring travel and/or living 50 miles away from the project site are charged at cost plus fifteen percent.
3. Automobile and truck expenses are charged at cost plus fifteen percent (rentals) or at a rate of fifty-five cents per mile for company-owned vehicles traveling between principal office and project.
4. Other out-of-pocket direct project expenses (aerial photos, long-distance telephone calls, permits, bonds, outside printing services, tests, etc.) are charged at cost plus fifteen percent.

### Invoices

1. Invoices will be submitted to the Client on a monthly basis, and a final bill will be submitted upon completion of services.
2. Payment is due upon presentation of invoice and is past-due thirty days from invoice date. In the event Client fails to make any payment to Converse when due, Converse may immediately cease work hereunder until said payment, together with a service charge at the rate of eighteen percent per annum (but not exceeding the maximum allowed by law) from the due date, has been received. Further, Converse may at its sole option and discretion refuse to perform any further work irrespective of payment from Client in the event Client fails to pay Converse for services when said payments are due.
3. Client shall pay attorneys' fees or other costs incurred in collecting any delinquent amount.

### General Conditions

The terms and provisions of the Converse General Conditions are incorporated into this fee schedule as though set forth in full. If a copy of the General Conditions does not accompany this fee schedule, Client should request a copy from this office.

# CONVERSE CONSULTANTS

## Schedule of Fees

### Geotechnical Laboratory Testing

Compensation for laboratory testing services will be made in accordance with this fee schedule which include test report and engineering time. Costs of tests not on this schedule will be by quote and/or in accordance with our current hourly fee schedule. The rates are based on non-contaminated soil. A surcharge will be charged for handling contaminated material, which will be determined based on the project.

#### IDENTIFICATION AND INDEX PROPERTIES TESTS

Visual Classification, ASTM D2488 .....	10.00
Engineering Classification, ASTM D2487 .....	15.00
Moisture Content	
▪ Moisture Content & Dry (Bulk) Density, ASTM D2216 & D2937 .....	20.00
▪ Moisture Content, ASTM D2216 .....	10.00
▪ Shrinkage Limit, ASTM D427 .....	85.00
Atterberg Limits, ASTM D4318	
▪ Several points .....	100.00
▪ One point .....	50.00
Particle Size Analysis, ASTM D422	
▪ Fine Sieve (From #200 to #4) .....	100.00
▪ Coarse and Fine Sieve (From #200 to 3 in) .....	180.00
▪ Hydrometer .....	85.00
Percent Passing #200 Sieve, ASTM D1140 .....	60.00
Specific Gravity	
▪ Fine (passing #4 sieve), ASTM D854 .....	85.00
▪ Coarse (retained on #4 sieve), ASTM C127 .....	85.00
Sand Equivalent Test .....	90.00
Double Hydrometer Dispersion, ASTM D4221 .....	150.00

#### COMPACTION AND BEARING STRENGTH

Standard Proctor Compaction, ASTM D698 or ASTM D1557-91	
▪ Method A or B .....	160.00
▪ Method C (6-inch mold) .....	180.00
California Impact Method (Caltrans 216) .....	200.00
R-value, ASTM D2844 .....	250.00
California Bearing Ratio (CBR), ASTM D1883	
▪ 1 point .....	150.00
▪ 3 point .....	350.00
Relative Density	
▪ 0.1 cubic foot mold .....	200.00
▪ 0.5 cubic foot mold .....	300.00

#### SHEAR STRENGTH

Torvane/Pocket Penetrometer .....	20.00
Direct Shear	
▪ Quick Test .....	75.00
▪ Consolidated - Drained (granular soil), ASTM D3080 .....	175.00
▪ Consolidated - Drained (fine grained soil), ASTM D3080 .....	250.00
▪ Consolidated - Undrained (fine grained) .....	150.00
▪ Residual Strength, per Cycle .....	60.00
▪ Remolded Specimens .....	60.00

#### STATIC UNIAXIAL AND TRIAXIAL STRENGTH TESTS (PER POINT)

Unconfined Compression, ASTM 2166 .....	100.00
Unconsolidated - Undrained, ASTM D2850 .....	110.00
Consolidated - Undrained (per point) .....	700.00
Consolidated - Drained (per point) .....	700.00
With Pore Pressure Measurement, per load .....	150.00
Remolded Specimens .....	60.00

#### CONSOLIDATION AND SWELL COLLAPSE TESTS

8 Load Increments .....	200.00
Additional load increment .....	40.00
Time-Ratio, per load increment .....	80.00
Single Point (collapse test) .....	80.00
Single Load Swell, ASTM D4546	
▪ Ring Sample, Field Moisture .....	85.00

▪ Ring Sample, Air Dried .....	85.00
Remolded Sample .....	60.00
Expansion Index Test, UBC 29-2/ASTM D4829 .....	120.00

#### HYDRAULIC CONDUCTIVITY TESTS

Constant Head, ASTM D2434 .....	250.00
Falling Head Flexible Wall, ASTM D5084 .....	300.00
Triaxial Permeability, EPA 9100 .....	350.00
Remolded Specimen .....	60.00

#### CHEMICAL TESTS

Corrosivity (pH, resistivity, sulfates, chlorides) .....	210.00
Organic Content, ASTM D2974 .....	75.00

**Conditions:** Unit rates presented on this fee schedule are for routinely performed geotechnical laboratory tests. Numerous other earth material physical tests can be performed in our geotechnical laboratories, including rock core, soil cement and soil lime mixture tests. Tests not listed can be quoted upon request. This fee schedule is valid through January 31, 2016.

Prices are based on the assumption that samples are uncontaminated and do not contain heavy metals, acids, carcinogens and/or volatile organics which can be measured by an organic vapor analyzer or photoionization detector with a concentration greater than 50 parts-per-million (ppm). Quoted testing fees are based on the assumption that no protective clothing will be required to handle samples. If Level D protective clothing will be required during handling of samples (as defined in the Federal CFR Part 1910.120), then a 40% increase in fees presented in this schedule will be applied. Level C protective clothing will be a 60% increase in fees. Converse will not handle samples that require either Level B or Level A protection in our geotechnical laboratories. Contaminated samples will be returned to the client. Uncontaminated samples will be disposed of 30 days after presentation of test results. The client must disclose the source of samples. Samples imported from out of state will be incinerated after testing, in accordance with requirements of the United States Department of Agriculture. Soil samples obtained within the State of California currently designated quarantine areas will also be incinerated in accordance with the requirement of the State of California, Department of Food and Agriculture, Division of Plant Industry, Pest Exclusion. A \$5.00 incineration fee will be added to each sample that is required to be incinerated in accordance with State and Federal law.

Test results requiring plots will be presented in a publishable format generated from computer programs. Otherwise, raw test numbers will be presented. A minimum laboratory fee of \$50.00 will be charged to present and mail test results. Beyond the standard U. S. Mail delivery, specialized transmittal will be charged at additional cost (e.g., Federal Express, UPS, etc.). Geotechnical testing does not include engineering and/or geologic review and analysis. Typical turn-around for geotechnical laboratory testing is two weeks (or roughly ten working days). To expedite test turn-around to five working days, a 50% increase in the fees in this schedule will be applied. Many geotechnical tests require at least one week to perform in accordance with the ASTM or other standard specifications. Fees presented in this schedule for relatively undisturbed direct shear, consolidation or expansion pressure tests are based on the assumption that 22-inch-diameter (2.416-inch inside diameter) brass ring samples will be provided to the geotechnical laboratory for testing. Remolded specimens will be compacted in standard 2.5-inch outside diameter brass rings for direct shear, consolidation and expansion pressure tests. All fees presented in this schedule are based on the assumption that the client will deliver samples to our laboratory at no additional cost to Converse.

Invoices will be issued monthly and are payable on receipt unless otherwise agreed upon. Interest of 1.5% per month (but not exceeding the maximum allowed by law) will be payable on any amount not paid within thirty days; payment thereafter to be applied first to accrued interest and then to the principle unpaid amount. The Client shall pay any attorneys' fees or other costs incurred in collecting any delinquent amounts.

# CONVERSE CONSULTANTS

## Schedule of Fees

### Materials Testing Services

Compensation for laboratory testing services will be based on rates in accordance with this schedule which include test report and engineering time. Costs of tests not on this schedule will be by quote and/or in accordance with our current hourly fee schedule. Our services will be performed in accordance with the General Conditions. This fee schedule is valid through January 31, 2016.

#### AGGREGATES

Moisture Content (ASTM D2216)	\$10.00
Particle Size Analysis	
▪ Coarse (ASTM C136), each	100.00
▪ Coarse and fine (ASTM C136 & 137), each	180.00
▪ Specific Gravity & Absorption	
▪ Coarse Aggregate (ASTM C127)	85.00
▪ Fine Aggregate (ASTM C128)	85.00
▪ Unit weight per cubic foot (ASTM C29)	75.00
▪ Soundness-Sodium or Magnesium (ASTM C88), each	200.00
▪ Potential Alkali Reactivity (ASTM D289)	300.00
▪ Freeze Thaw Soundness	175.00
▪ Los Angeles Abrasion, per class (ASTM C131, C535)	210.00
▪ Sand Equivalent (ASTM D2419)	90.00
▪ Lightweight Particles (ASTM C123), each	85.00
▪ Clay Lumps and Friable Particles (ASTM C142), each	120.00
▪ Stripping test (ASTM D1664), each	85.00
▪ Organic impurities (ASTM C40)	75.00
▪ Durability	By Quote

#### CONCRETE TESTS

Laboratory Trial Batch (ASTM C192)	By Quote
Laboratory Mix Design, historical data	By Quote
Compression Test, 6" x 12" cylinder (ASTM C39), each	25.00
Light Weight Concrete	
▪ Compression	25.00
▪ Unit Weight	25.00
Specimen preparation, trimming or coring, each	60.00
Bond Strength (ASTM C321)	
▪ Prepared by Converse	150.00
▪ Prepared by Others	80.00
Core Compression Test (ASTM C12), each	60.00
Flexure test, 6" x 6" beams (ASTM C78), each	110.00
Modulus of Elasticity - Static (ASTM C469), each	150.00
Length Change (3 bars, 5 readings each, up to 26 days) (ASTM C157)	320.00
Splitting Tensile, 6" x 12" cylinders, each	80.00
Field Concrete Control (sampling, slump, temperature, cast 4 cylinders, molds, cylinder pick-up, within 10 mi. of office, stand-by extra) ASTM/UBC, hourly rate schedule, or each Cylinder	95.00
Field Concrete Control (same as above plus air content test) ASTM/UBC, hourly rate schedule, or each Cylinder	95.00
Hold Cylinder	7.00
Cylinder Mold sent to job site but not casted by Converse or returned to Converse	5.00

#### MASONRY (ASTM C140, E447, UBC STANDARD 24-22)

Moisture Content, as received, each	20.00
Absorption, each	50.00
Compression, each	55.00
Shrinkage (ASTM C426), each	100.00
Net Area and Volume, each	25.00
Masonry Blocks, per set of 9	450.00
Masonry Core Compression, each	55.00
Masonry Core Shear, each	55.00
Masonry Core Trimming, each	55.00
Compression Test, grouted prisms, 8" x 8" x 16", each	120.00
Compression Test, grouted prisms, 12" x 16" x 16", each	130.00

#### Compression Test

▪ 2" x 4" Mortar Cylinder, each	25.00
▪ 3" x 6" Grout Prisms, each	25.00
▪ 2" Cubes (ASTM C109), each	25.00
Cast by others	25.00
Mortar or Grout Mix Designs	By Quote

#### FIREPROOFING TESTS

Oven Dry Density (per sample)	60.00
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#### MOISTURE EMISSION TEST

Moisture Emission Test Kit	60.00
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#### ASPHALTIC CONCRETE

Stability, Flow, and Unit Weight, ASTM D6927	200.00
Marshall ASTM D1559, ASTM D2726	200.00
Measured Maximum Specific Gravity of Mix (ASTM D2041) (Rice Method), each	95.00
Void Analysis of Cores or Marshall Specimens	
Calculations Only (ASTM D3203) set of 2 or 3	60.00
Laboratory Mixing of Asphalt & Concrete, per sample	75.00
Complete Asphalt Concrete Mix Design (Hveem or Marshall)	By Quote
Extraction of Asphalt and Gradation (ASTM D2172, Method B) Or California 310, including ash correction, each	210.00
Extraction of Rubberized Asphalt and Gradation, each	250.00
Specific Gravity (ASTM D2726 or ASTM D1188)	
▪ uncoated	95.00
▪ coated	105.00
Immersion-Compression	400.00
Particle coating (ASTM 2489)	55.00
Stripping (ASTM D1664)	70.00
Moisture or Volatile Distillates in paving mixtures, or materials containing petroleum products or by products	220.00
Retained Strength (ASTM D1074/D1075)	
6 specimens	By Quote
Retained Stability, Mil, Std, 520A, Method 104, 6 specimens	By Quote
CBR, ASTM D1883, including M/D curve, 1 point	350.00
Asphalt Temperature	15.00

#### STRUCTURAL STEEL

Tensile Test, #9 Bar or Smaller, each	50.00
Bend Test, #9 Bar or Smaller, each	50.00
Tensile Test, #10 Bar or Greater, each	280.00
Tensile Test, #14 Bar, each	310.00
Rebar coupler tensile test	100.00
Tensile Test, Welded #9 Bar or Smaller, each	100.00
Tensile Test, Welded #10 Bar or Greater, each	280.00
Tensile Test, Welded #14 Bar, each	310.00
Tensile Test, Mechanically Spliced Bar, #9 Bar or Smaller, each	180.00
Tensile Test, Mechanically Spliced Bar, #10 Bar or Greater, each	350.00

HIGH STRENGTH BOLT, NUT, AND WASHER TESTING

Wedge Tensile Test for A490 Bolts	
Under 100,000 lbs, each.....	55.00
Over 100,000 lbs, each.....	65.00
Wedge Tensile Test for A325 Bolts	
Under 100,000 lbs, each.....	60.00
Tensile Test – Anchor Bolts, tested with displacement transducers, each.....	300.00
Nut - Hardness, Proof, and Cone Proof Load Test, each.....	50.00
Washer - Hardness, each.....	35.00
A325 or A490 – Bolt hardness only, each.....	35.00
Bolt A325 or A490	
Wedge Tensile Under 100,000 lbs, and Hardness, each.....	85.00
Wedge Tensile Over 100,000 lbs, and Hardness, each.....	100.00
Bolt, Nut, and Washer - All Tests per set with bolts	
Under 100,000 lbs.....	300.00
Over 100,000 lbs.....	380.00

NOTES:

- (1) See *Geotechnical Laboratory Testing Schedule of Fees* for soil testing.
- (2) Hourly rates are available upon request.
- (3) Field laboratory rates are available upon request.
- (4) Listed unit rates are based upon the assumption that samples will be delivered to our laboratory at no cost to Converse.

# CONVERSE CONSULTANTS

## General Conditions –

### Right of Entry

Client warrants to Converse that it has full legal right to authorize Converse's entry upon the real property where Converse's services are to be performed ("Site" herein) and upon all property, if any, required for ingress and egress to the Site.

Client authorizes Converse to enter upon the Site and such adjoining property as is necessary to allow Converse to perform its services.

Converse will take reasonable precautions to minimize any damage to the Site; however, Client acknowledges that during the normal course of the performance of Converse's services, some damage to the Site may occur. The correction of any damage to the Site (surface or subterranean) shall be the obligation of the Client.

### Information Supplied by Client

Client warrants the accuracy of any information supplied by it to Converse, acknowledges that Converse will not verify the accuracy of such information, and agrees that Converse is entitled to rely upon any such information.

Client shall immediately notify Converse in writing of any data, information or knowledge in the possession of or known to Client relating to conditions existing at the Site and shall provide Converse with the location, size and depth of any and all underground tanks, piping or structures existing upon the Site.

Client shall defend, indemnify and save harmless Converse, its officers, agents and employees from and against any and all claims, costs, suits and damages, including attorneys' fees, arising out of errors, omissions and inaccuracies in documents and information provided to Converse by Client.

### Ownership of Data and Documents; Samples

All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates and other documents prepared by Converse shall remain the sole property of Converse.

Client shall have the right to the use of all data, recommendations, proposals, reports, design criteria and similar information provided to it by Converse ("information" herein); provided, however, that the information shall not be used or relied upon by any party other than Client, save and except as may be required by the design and licensing requirements of the project for which the information is provided; further, such use shall be limited to the particular site and project for which the information is provided. To the extent Client utilizes Converse's information by providing or making the same available to any third party (a) Client agrees to give written notice to any such third party that it may not utilize or rely on any aspect of Converse's information and (b) Client agrees to defend, indemnify and hold Converse harmless against any and all claims, demands, costs, losses, damages and expenses, including attorneys fees, that may be asserted against or sought from Converse by any such third party.

Client's right to the use of the information is expressly conditioned upon Client's prompt payment to Converse of all sums due under the Client/Converse agreement. In the event of Client's nonpayment or partial payment of said amounts, Client agrees that it shall not use any of the information for any purpose whatsoever and shall return the same to Converse within 2 business days upon demand.

Converse will retain all samples of soil, rock or other materials obtained in the course of performing its services for a period of thirty (30) days. Thereafter, further storage or transfer of samples to Client may be made at Client's expense upon written request from Client to Converse received by Converse prior to the expiration of the 30-day period.

Converse shall retain permanent records relating to the Converse services for a period of five (5) years following submittal of Converse's report, during which period the records will be made available to Client upon reasonable notice given by Client and upon payment to Converse of an amount sufficient to reimburse Converse for its necessary and reasonable expenses in making said records available.

### Standard of Care and Professional Responsibility

Client acknowledges that the services to be performed by Converse involve the use of tests, calculations, analyses and procedures which are in a constant state of development, improvement and refinement and that, as such, improvements, changes in methods, and modifications of procedures have been made in the past, are now being made, and are expected to continue to be made in the future.

Further, Client recognizes that, while necessary for investigations, commonly used exploration methods, such as drilling borings or excavating trenches, involve an inherent risk. For example, exploration on a site containing contaminated materials may result in inducing cross-contamination, the prevention of which may not be complete using presently recognized sealing methods.

Client recognizes that the state of practice, including but not limited to the practice relating to contamination or hazardous waste conditions, is changing and evolving and that standards existing at the present time may subsequently change as knowledge increases and the state of the practice continues to improve.

Client recognizes that projects containing contaminated materials may not perform as anticipated by Client, even though Converse's services are performed in accordance with the level of care and skill required of it. Further, certain governmental regulations relating to hazardous waste sites may purport to require achievement of results which cannot be

accomplished in an absolute sense. It is recognized that a satisfactorily designed, constructed and maintained monitoring system may assist in the early detection of environmental changes allowing for early correction of problems. Unless it is specifically included in the scope of services to be performed by Converse, Client understands that Converse shall not perform such monitoring.

The services to be provided by Converse pursuant to the agreement to which these General Conditions are a part shall be provided in accordance with generally accepted professional engineering, environmental, and geologic practice in the area where these services are to be rendered and at the time that services are rendered. Client acknowledges that the present standard in the engineering and environmental professions does not include, and Converse does not extend to Client, a guarantee of perfection of the work contemplated hereby; further, that even in the exercise of normal and reasonable care, errors or omissions may from time to time occur. Except as expressly set forth in these General Conditions, no other warranty, express or implied, is extended by Converse.

Converse shall have no duty to supervise, coordinate or otherwise be involved in the performance of services or work by any third party consultant, contractor or subcontractor.

Where Converse's services involve field observation of grading, filling and compaction (or any of them), it is agreed:

- a. That Converse shall in no way be responsible for the manner in which such work is performed by any third party.
- b. That in the event Converse is to provide periodic observation, Client acknowledges that Converse cannot be responsible for any work performed at a time or times when Converse was not performing its observation services. Converse will not provide an opinion concerning the performance of any third party, save and except to the extent that said work was in fact observed and tested by Converse during the course of construction.
- c. That where Converse's services include continuous observation, Client agrees not to allow grading, filling or compaction to be performed at any time or times when Converse is not physically present upon the Site and shall restrict the amount and extent of such grading, filling and compaction to that which can be properly observed by Converse personnel present on the Site.
- d. That in the event Converse is to conduct test borings for Client, Client acknowledges that the accuracy of said test borings relates only to the specific location in which the boring itself was performed and that the nature of many sites is such that differing subsurface soil characteristics can be experienced within a small distance. As such, Client acknowledges that greater accuracy is obtained when the number of test borings is increased.

### Technical Limitations

Client acknowledges and agrees that: (1) it is unreasonable to expect Converse to be able to completely evaluate subsurface conditions, even after the most comprehensive exploratory program; (2) site conditions change frequently due to the passage of time, human activities, and climatic conditions and uncertainties are therefore inherent in the nature of Converse's services and impossible to avoid; (3) the identification of geotechnical and environmental conditions and the prediction of future or concealed conditions is an inexact scientific endeavor; (4) the state of the art of geotechnical and environmental practice is such that Converse cannot guarantee that its recommendations will prove adequate on this project and the Client assumes the risk of any such failure, except as otherwise provided in these General Conditions and that (5) these General Conditions contains specific LIMITATIONS OF LIABILITY.

### Indemnity of Client and Limitation of Liability

Converse shall indemnify Client, its officers, directors, agents or employees from any claim, demand or liability arising from personal injury or property loss or damage caused by the sole negligence or willful misconduct of Converse.

Anything to the contrary in the agreement to which these General Conditions are attached or in these General Conditions notwithstanding, Converse's liability shall be limited to the lesser of the fees charged to Client by Converse for the services performed for Client, or the sum of fifty thousand dollars. Client may, at its option, increase the maximum amount for which Converse shall be liable by payment of an additional fee. For the maximum liability sum of one hundred thousand dollars, the additional amount to be paid shall be four percent of the total Converse fee charged hereunder; for the maximum liability sum of one million dollars, the additional amount to be paid shall be five percent of the total Converse fees charged hereunder Client acknowledges and agrees that its recovery, if any, shall be satisfied, in the first instance, from the proceeds of Converse's insurance, and to the extent of any deficiency in the available insurance proceeds, then and only then, by Converse.

Client acknowledges that Converse has agreed to charge Client a reduced fee for services in exchange for the above limitation of liability and that said reduction in fees is consideration for said limitation.

Client shall defend and save harmless Converse, its officers, directors, agents and employees from all liability, claims and demands, including expenses of suit and reasonable attorneys' fees arising from personal injuries, including disease and death, property loss or damage, injury to others (including personnel of Client, Converse or

subcontractors performing work hereunder), and air or ground pollution or environmental impairment arising out of or in any manner connected with or related to the performance of Converse's services, except where there is a judicial determination that such injury, loss or damage shall have been caused by the sole negligence or willful misconduct of Converse. Client acknowledges that Converse has charged Client a reduced fee for services to be performed by it in exchange for this hold harmless and that the reduction in fees is consideration for said hold harmless provision.

Converse will not be liable for consequential damages of any kind, nature or description.

#### **Hazardous Waste, Pollution and Health Hazard Projects ("Hazardous Projects" Herein)**

Prior to the commencement of services by Converse on any hazardous project, Client agrees to advise Converse in writing of any known hazardous waste or materials existing on or near the Site or if any of said services are to be performed in an area where dust, fumes, gas, noise, vibrations or other particulate or nonparticulate matter is in the atmosphere where it raises a potential or possible health hazard or nuisance to anyone working within the area.

Anything in these General Conditions notwithstanding, Client shall indemnify and hold Converse, its officers, directors, agents, servants and employees, harmless from any claim, demand or action brought by any party whomsoever, including employees of Converse which claim, demand or action is based upon injury or damage caused or alleged to have been caused by hazardous wastes or hazardous materials whether or not such waste or materials were known to exist prior to the commencement of services.

Client agrees to be responsible for the removal and disposal of any hazardous waste uncovered as a result of the site investigation, including drill cuttings, unless specifically included within the scope of work.

It is agreed that the discovery of unanticipated hazardous materials constitutes a changed condition mandating an immediate renegotiation of the scope of services or termination of services. Converse will at all times endeavor to perform in a faithful and trustworthy manner. Client understands that Client or Converse may be required by local and/or state and/or federal statute to report the discovery of hazardous materials to a government agency. Client also understands that Converse may be required by local and/or state and/or federal statute to report the discovery of hazardous materials to a government agency, and that Converse, when practical, will do so only after notifying Client. In the event Converse discovers hazardous material that we believe poses an immediate threat to public health and safety, Converse will use its best judgment to notify appropriate emergency personnel for immediate containment. Client agrees to take no action of any kind against Converse when Converse makes a good-faith effort to fulfill its obligations.

#### **Client's Responsibilities**

Client shall immediately provide Converse with full information in writing as to Client's requirements for the services to be provided by Converse and shall designate in writing within five (5) days of the effective date of the agreement to which these General Conditions are a part, a representative to act on Client's behalf in conjunction with the services to be provided hereunder. Client shall promptly review all documents, reports, data and recommendations submitted by Converse and shall communicate with Converse concerning such reviews for the purpose of avoiding delay in the performance of the services to be rendered by Converse.

Client shall notify any third party who may perform on the Site of the standard of care being undertaken by Converse pursuant hereto and of the limitations of liability contained herein. Client shall require as a condition to the performance of any such third party a like indemnity and limitation of liability on their part against Converse.

#### **Confidentiality**

Converse shall hold all information provided to it by Client and the results of the work performed by it confidential and shall not disclose the same to any third party except where required by Governmental regulatory agencies or as otherwise required by law.

#### **Disputes**

Converse shall have the right to bring a legal action in a state or federal court against Client for any sums due or alleged to be due to it or for services rendered. Except for this right, Converse and Client agree that as an express condition to the right of either party to bring a legal action against the other, they shall first submit any dispute to mediation by a neutral person acceptable to both parties.

Each party shall bear its own attorneys' fees, costs and other expenses, except that each party shall be responsible and pay for one-half of the costs and expenses of the mediator. In the event that legal action is required, the prevailing party shall be entitled to recover all of its costs incurred in connection therewith including, without limitation, staff time, court costs, attorneys' fees, consultant and expert witness fees and any other related expenses. In this regard, in order to make the prevailing party whole, the parties acknowledge and agree that the prevailing party shall be entitled to recover all of its costs incurred in connection with the legal action and shall not be limited to "reasonable attorneys fees" as defined in any statute or rule of court.

The obligations, responsibilities, warranties and liabilities of the parties shall be solely those expressly set forth herein. Remedies and limitations of liability shall apply regardless of whether an action is brought in contract, or is based on either party's negligence, or another theory of law. All of the rights, remedies, obligations, terms, conditions and limitations of liability stated herein shall extend collectively to and be binding upon the parties' partners, joint ventures, licensors, successors, assigns, insurers, and affiliates. Client and Converse agree that any legal action with respect to the services to be performed under these General Conditions shall be brought against the parties, and not against individual officers,

employees or former employees of the parties. All legal actions by either party against the other for breach of these General Conditions or for the failure to perform in accordance with the applicable standard of care, however framed, that are essentially based upon such breach or failure shall be barred two (2) years from the time claimant knew or should have known of its right to make a claim, but, in any event, not later than four (4) years from substantial completion of Converse's services.

#### **Jobsite Safety**

Converse shall be responsible for its activity and that of its employees on the Site. This shall not be construed to relieve the Client, its general contractor or any subcontractor of their obligation to maintain a safe jobsite.

Neither the professional activities nor the presence of Converse or its employees and subcontractors shall be understood to control the operations of others, nor shall it be construed to be an acceptance of the responsibility for jobsite safety.

Converse will not direct, supervise or lay out the work of the Client, contractor, or any subcontractors. Converse's services will not include a review or evaluation of the adequacy of the contractor's safety measures on or near the Site.

#### **Schedules**

Unless otherwise specified in the agreement, Converse shall be obligated to perform within a reasonable period of time. Converse shall not be responsible for delays in the completion of its services created by reason of any unforeseeable cause or causes beyond the control and/or without the fault or negligence of Converse, including but not restricted to acts of God or the public enemy, acts of the Government of the United States or of the several states, or any foreign country, or any of them acting in their sovereign capacity, acts of other contractors with Client, fire, floods, epidemics, riots, quarantine restrictions, strikes, civil insurrections, freight embargoes, and unusually severe weather.

Should completion of any portion of the services to be rendered by Converse be delayed beyond the estimated date of completion for any reason which is beyond the control of or without default or negligence of Converse, then and in that event Client and Converse shall mutually agree on the terms and conditions upon which the services may be continued or terminated.

#### **Invoices**

Converse shall submit monthly progress invoices to Client, and a final bill shall be submitted upon completion of the services. Within thirty (30) days after receipt of an invoice, Client shall pay the full amount of the invoice. If Client objects to all or any portion of any invoice, it shall so notify Converse of the same within fifteen (15) days from the date of receipt of said invoice and shall pay that portion of the invoice not in dispute, and the parties shall immediately make every effort to settle the disputed portion of the invoice.

If Client fails to make payment within thirty (30) days after receipt of an invoice, then Client shall pay an additional monthly service charge of one and one-half percent (1½ %) on all such amounts outstanding. The additional charge shall not apply to any disputed portion of any invoice resolved in favor of Client. In the event Client fails to pay any undisputed amount to Converse when due, Converse may immediately cease work until said payment together with a service charge at the rate of 1½ % per month, as specified above, from the due date has been received. Further, Converse may, at its sole option and discretion, refuse to perform any further work irrespective of payment from Client.

In the event that all or any portion of the 1½ % service charge provided for herein is deemed to be an interest charge, then and in that event said interest charge shall be limited to the maximum amount legally allowed by law.

Client acknowledges Converse's fee schedules are revised annually and agrees that the fee schedule in effect at the time the services are performed shall apply to such services.

#### **Insurance**

Converse represents that it now carries, and will continue to carry during the term of the contract to which these General Conditions are a part, Workers Compensation insurance and that, if requested, Converse shall provide to Client certificates as evidence of the aforementioned insurance.

#### **Assignments**

Client shall not assign this contract or any portion thereof to any other person or entity without the express written consent of Converse. Nothing contained in this contract or any part thereof shall be construed to create a right in any third party whomsoever, and nothing herein shall inure to the benefit of any third party.

#### **Severability**

If any provision of these General Conditions is finally determined to be contrary to, prohibited by, or invalid under applicable laws or regulations, such provision will be renegotiated so as to give effect to the intent of the parties to the maximum possible extent. Such determination and renegotiation shall not affect or invalidate the remaining provisions or these General Conditions.

#### **Governing Law**

These General Conditions shall be governed by and construed under the laws of the State of California.



**CITY of CALABASAS**

**CITY COUNCIL AGENDA REPORT**

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**DATE: MAY 11, 2015**

**TO: HONORABLE MAYOR AND COUNCILMEMBERS**

**FROM:  ROBERT YALDA, P. E., T. E., PUBLIC WORKS DIRECTOR/CITY ENGINEER  
TATIANA HOLDEN, ASSOCIATE CIVIL ENGINEER**

**SUBJECT: APPROVAL OF THE MEMORANDUMS OF UNDERSTANDING WITH  
THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION  
AUTHORITY FOR USE OF MEASURE "R" SUB-REGIONAL FUNDS  
FOR COMPLETING THE DESIGN AND CONSTRUCTION OF THE OFF-  
RAMP US-101 AT LAS VIRGENES ROAD PROJECT**

**MEETING DATE: MAY 27, 2015**

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**SUMMARY RECOMMENDATION:**

Staff recommends that the City Council authorize the City Manager to negotiate and execute the Memorandum of Understanding (MOU) with the Los Angeles County Metropolitan Transportation Authority (Metro) for use of the sub-regional allotment of Measure "R" funds for completing the design and construction of the Off-ramp US101 at Las Virgenes Road Project.

**BACKGROUND:**

In 2009, Metro's Measure "R" was approved by voters, instituting a ½ cent sales tax to be used for transportation projects in Los Angeles County. Metro distributes these funds through 2 mechanisms, local return (based on population) and sub-regional return (based on major projects). On March 25<sup>th</sup>, 2010, Metro's Board of Directors approved the project lists submitted by the Las Virgenes/Malibu Council of Governments (LV/MCoG). This approval allows the member cities of the LV/MCoG to move forward with transportation infrastructure projects.

## **DISCUSSION/ANALYSIS:**

The US-101 Eastbound Off-Ramp at Las Virgenes Road is an important interchange providing access to Las Virgenes Road, which is identified as a major arterial road within the City of Calabasas. Las Virgenes Road also provides access from the US-101 freeway to the US-1, the Pacific Coast Highway. Las Virgenes Road is identified in the Calabasas 2030 General Plan Update as well as the Las Virgenes Gateway Master Plan as one of the few access points to the coast. The Las Virgenes Road and Ventura Freeway interchange serve as crossroads for travelers and/or commuters travelling to the coast or between Los Angeles and Ventura counties. This traffic pattern between the US-101 and the Pacific Coast Highway has been labeled "Z-Traffic" and has been an important aspect of congestion relief to the US 101 and I-405 freeways.

The Lost Hills Road and Ventura Freeway interchange, which is located 4,200 feet west of the Las Virgenes Road interchange, will be closed for the construction of a new bridge overpass and other ramp improvements. The Las Virgenes Road interchange would be the primary alternate interchange for traffic heading in the southbound direction normally exiting at the Lost Hills Road and Ventura Freeway interchange. The construction of the Lost Hills Road interchange, which is scheduled to start on August 2015, is for approximately two years. The Off-Ramp for US-101 at Las Virgenes Project will provide additional capacity between the project limits, safer and more secure alignment, improved access to the communities and businesses in the area.

The Measure "R" funds will enable the City to complete the design of this project and move forward with construction. To move forward with the Measure "R" funding for this project, Metro requires the City to enter into an MOU for design and construction.

## **FISCAL IMPACT/SOURCE OF FUNDING:**

This project will be financed through Measure "R" funds; however, as with all projects funded by Metro, this project will be funded through reimbursements. Initial funding will come from General Funds – CIP Projects.

## **REQUESTED ACTION:**

Staff requests that Council authorize the City Manager to negotiate and execute the Memorandum of Understanding (MOU) with the Los Angeles County Metropolitan Transportation Authority (Metro) for use of the sub-regional allotment

of Measure "R" funds for completing the design and construction of the Off-ramp US-101 at Las Virgenes Road Project.

**ATTACHMENTS:**

Exhibit A – MOU for Design and Construction, with Attachments

## ITEM 10 Exhibit A

FTIP #: LA0G1226  
Subregion ID: LVMOG

Project#: MR311.20  
FA: #MOU.MR311.20

### MEASURE R FUNDING AGREEMENT HIGHWAY PROGRAM

This Funding Agreement ("FA") is dated for reference purposes only June 01, 2015, and is by and between the Los Angeles County Metropolitan Transportation Authority ("LACMTA") and City of Calabasas ("Grantee") for Off-Ramp US-101 at Las Virgenes Road, LACMTA Project ID# MR311.20 and FTIP# LA0G1226, (the "Project"). This Project is eligible for funding under Line 32 of the Measure R Expenditure Plan.

WHEREAS, LACMTA adopted Ordinance #08-01, the Traffic Relief and Rail Expansion Ordinance, on July 24, 2008 (the "Ordinance"), which Ordinance was approved by the voters of Los Angeles County on November 4, 2008 as "Measure R" and became effective on January 2, 2009.

WHEREAS, the funding set forth herein is intended to fund **PA/ED, DESIGN** and **CONSTRUCTION** of the Project.

WHEREAS, the LACMTA Board, at its October 27, 2014 meeting, programmed \$500,000, in Measure R Funds to City of Calabasas for PA/ED, Design and Construction, subject to the terms and conditions contained in this FA; and

WHEREAS, the Funds are currently programmed as follows: \$500,000 in Measure R Funds in FY 2013-14. The total designated for PA/ED, Design and Construction of the Project is \$500,000.

NOW, THEREFORE, the parties hereby agree as follows:

The terms and conditions of this FA consist of the following and each is incorporated by reference herein as if fully set forth herein:

1. Part I – Specific Terms of the FA
2. Part II – General Terms of the FA
3. Attachment A – Project Funding
4. Attachment B – Expenditure Plan Guidelines  
Attachment B1 – Expenditure Plan- Cost & Cash Flow Budget
5. Attachment C – Scope of Work
6. Attachment D – Reporting and Expenditure Guidelines
7. Attachment D1 – Monthly Progress Report
8. Attachment D2 – Quarterly Expenditure Report
9. Attachment E – Federal Transportation Improvement Program (FTIP) Sheet
10. Attachment F – Special Grant Conditions (N/A)
11. Attachment G – Bond Requirements
12. Any other attachments or documents referenced in the above documents

In the event of a conflict, the Special Grant Conditions, if any, shall prevail over the Specific Terms of the FA and any attachments and the Specific Terms of the FA shall prevail over the General Terms of the FA.

IN WITNESS WHEREOF, the parties have caused this FA to be executed by their duly authorized representatives as of the dates indicated below:

LACMTA:

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Phillip Washington  
Chief Executive Officer

APPROVED AS TO FORM:

MARK J.SALADINO  
County Counsel

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Deputy

GRANTEE:

CITY OF CALABASAS

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Anthony Coroaes  
City Manager

APPROVED AS TO FORM:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Scott Howard  
City Attorney

PART I  
SPECIFIC TERMS OF THE FA

1. Title of the Project (the "Project"): Off-Ramp for US101 at Las Virgenes Road. LACMTA Project ID# MR311.20, FTIP# LA0G1226.
2. Grant Funds:
  - 2.1 Programmed Funds for this Project consist of the following: Measure R Funds.
  - 2.2 To the extent the Measure R Funds are available; LACMTA shall make to GRANTEE a grant of the Measure R funds in the amount of \$500,000 (the "Funds") for the Project. LACMTA Board of Directors' action of October 23, 2014 granted the Measure R Funds for the Project. The Funds are programmed over one Fiscal Year, FY 2013 -14 only.
3. This grant shall be paid on a reimbursement basis. Grantee must provide the appropriate supporting documentation with the Monthly Progress Report and the Quarterly Expenditure Report. Grantee Funding Commitment if applicable must be spent in the appropriate proportion to the Funds with each quarter's expenditures. LACMTA will withhold five percent (5%) of eligible expenditures per invoice as retainage pending an audit of expenditures and completion of scope of work.
4. **Attachment A** the "Project Funding" documents all sources of funds programmed for the Project as approved by LACMTA and is attached as Attachment A. The Project Funding includes the total programmed funds for the Project, including the Funds programmed by LACMTA and, if any, the Grantee Funding Commitment of other sources of funding. The Project Funding also includes the fiscal years in which all the funds for the Project are programmed. The Funds are subject to adjustment by subsequent LACMTA Board Action.
5. Attachment B1 is the Expenditure Plan- Cost & Cash Flow Budget (the "Expenditure Plan"). It is the entire proposed cash flow, the Budget and financial plan for the Project, which includes the total sources of all funds programmed to the Project, including GRANTEE and other entity funding commitments, if any, for this Project as well as the fiscal year and quarters the Project funds are anticipated to be expended. GRANTEE shall update the Expenditure Plan annually, no later than December 31, and such update shall be submitted to LACMTA's Executive Director of Highway Program in writing. If the LACMTA's Executive Director of Highway Program concurs with such updated Expenditure Plan in writing, Attachment B1 shall be replaced with the new Attachment B1 setting forth the latest approved Expenditure Plan. Payments under this FA shall be consistent with Attachment B1 as revised from time to time. In no event can the final milestone date be changed or amended by written concurrence by the LACMTA Executive Director of Highway. Any change to the final milestone date must be made by a fully executed amendment to this FA.

6. Attachment C is the Scope of Work (“the Scope of Work”). The GRANTEE shall complete the Project as described in the Scope of Work. This Scope of Work shall include a detailed description of the Project and the work to be completed, including anticipated Project milestones and a schedule consistent with the lapsing policy in Part II, Section 9, and a description of the Project limits. No later than December 31 of each year, Grantee shall notify LACMTA if there are any changes to the final milestone date set forth in the schedule or any changes to the Scope of Work. If LACMTA agrees to such changes, the parties shall memorialize such changes in an amendment to this FA. Work shall be delivered in accordance with this schedule and scope unless otherwise agreed to by the parties in writing. If GRANTEE is consistently behind schedule in meeting milestones or in delivering the Project, LACMTA will have the option to suspend or terminate the FA for default as described in Part II, Sections 2, 9, 10 and 11 herein below. To the extent interim milestone dates are not met but Grantee believes it can make up the time so as to not impact the final milestone date, Grantee shall notify LACMTA of such changes in its Monthly Progress Reports and such interim milestone dates will automatically be amended to the latest interim milestone dates provided in the Monthly Progress Reports Attachment D1. In no event can the final milestone date be amended by a Monthly Progress Report.

7. No changes to this FA, including but not limited to the Funds; and any other source of funds from LACMTA in the Project Funding, Expenditure Plan or the Scope of Work shall be allowed without an amendment to the original FA, approved and signed by both parties.

8. Attachment D - the Reporting & Expenditure Guidelines; Grantee shall complete the “Monthly Progress Report and the Quarterly Expenditure Report.” The Monthly Progress and Quarterly Expenditure Report are attached to this FA as Attachments D1 and D2 in accordance with Attachment D - Reporting and Expenditure Guidelines.

9. Attachment E the "FTIP PROJECT SHEET (PDF)" is attached as Attachment E and is required to ensure that the Project is programmed correctly in the most up-to-date FTIP document. The FTIP PROJECT SHEET (PDF) can be found in ProgramMetro FTIP database under the reports section at <http://program.metro.net>. All projects that receive funding through Measure R must be programmed into the FTIP which includes locally funded regionally significant projects for information and air quality modeling purposes. Grantee shall review the Project in ProgramMetro each year and update or correct the Project as necessary during a scheduled FTIP amendment or adoption. Grantee will be notified of amendments and adoptions to the FTIP via e-mail. Changes to the FTIP through ProgramMetro should be made as soon as possible after Grantee is aware of any changes to the Project, but no later than October 1 of the year the change or update is effective. Should Grantee fail to meet this date, it may affect Grantee's ability to access funding, delay the Project and may ultimately result in the Funds being lapsed.

10. No changes to the (i) Grant amount, (ii) Project Funding, (iii) the Scope of Work (except as provided herein), (iv) Final milestone date or (v) Special Grant Conditions, shall be allowed without a written amendment to this FA, approved and signed by the LACMTA

Chief Executive Officer or his/her designee and Grantee. Modifications that do not materially affect the terms of this FA, such as redistributing Funds among existing budget line items or non-material schedule changes must be formally requested by Grantee and approved by LACMTA in writing. Non-material changes are those changes, which do not affect the grant amount, or its schedule, Project Funding, Financial Plan, the Scope of Work, including its schedule

11. LACMTA's Address:

Los Angeles County Metropolitan Transportation Authority  
One Gateway Plaza  
Los Angeles, CA 90012  
Attention: Benkin Jong at Mail Stop 99-22-9]  
PHONE (213) 922-3053  
EMAIL: [jongb@metro.net](mailto:jongb@metro.net)

12. Grantee's Address:

City of Calabasas,  
100 Civic Center Way  
Calabasas, CA 91302  
Attention: Tatiana Holden  
PHONE: (818) 224-1672  
EMAIL: [tholden@cityofcalabasas.com](mailto:tholden@cityofcalabasas.com)

14. LACMTA anticipates it may need to avail itself of lower cost bonds or other debt, the interest on which is tax exempt for federal tax purposes and/or Build America Bonds as defined in the American Reinvestment and Recovery Act of 2009 or similar types of bonds (collectively, the "Bonds") to provide at least a portion of its funding commitments under this Agreement to GRANTEE. GRANTEE shall ensure that the expenditure of the Funds disbursed to GRANTEE does not jeopardize the tax-exemption of the interest, the Federal subsidy payment or the tax credit, as applicable, as specified in the Bond Requirements attached as Attachment G to this Agreement. GRANTEE agrees to provide LACMTA with progress reports, expenditure documentation, and any other documentation as reasonably requested by LACMTA and necessary for LACMTA to fulfill its responsibilities as the grantee or administrator or bond issuer of the Funds. With regard to LACMTA debt financing to provide any portion of the Funds, GRANTEE shall take all reasonable actions as may be requested of it by LACMTA's Project Manager for the Project, to assist LACMTA in demonstrating and maintaining over time, compliance with the relevant sections of the Federal Tax Code to maintain such bonds tax status.

PART II  
GENERAL TERMS OF THE FA

1. TERM

The term of this FA shall commence on the date this FA is fully executed and, shall terminate upon the occurrence of all of the following, unless terminated earlier as provided herein: (i) the agreed upon Scope of Work has been completed; (ii) all LACMTA audit and reporting requirements have been satisfied; and (iii) the final disbursement of the Funds has been made to Grantee. All eligible Project expenses as defined in the Reporting and Expenditure Guidelines (**Attachment D**), incurred after the FA is executed shall be reimbursed in accordance with the terms and conditions of this FA unless otherwise agreed to by the parties in writing.

2. SUSPENDED OR TERMINATION

Should LACMTA determine there are insufficient Measure R Funds available for the Project, LACMTA may suspend or terminate this FA by giving written notice to GRANTEE at least thirty (30) days in advance of the effective date of such suspension or termination. If a Project is suspended or terminated pursuant to this section, LACMTA will not reimburse GRANTEE any costs incurred after that suspension or termination date, except those costs necessary (i) to return any facilities modified by the Project construction to a safe and operable state; and (ii) to suspend or terminate the construction contractor's control over the Project. LACMTA's share of these costs will be consistent with the established funding percentages outlined in this FA.

3. INVOICE BY GRANTEE

Unless otherwise stated in this FA, the Quarterly Expenditure Report, with supporting documentation of expenses and Project progress as described in Part II, Section 6.1 of this FA, and other documents as required, shall satisfy LACMTA invoicing requirements.

Send invoice with supporting documentation to:  
Los Angeles County Metropolitan Transportation Authority  
Accounts Payable  
P. O. Box 512296  
Los Angeles, CA 90051-0296

Re: LACMTA Project ID# MR311.20 and FA# MOU.MR311.20  
Project Manager: Benkin Jong; Mail Stop 99-22-9

#### 4. USE OF FUNDS:

4.1 Grantee shall utilize the Funds to complete the Project as described in the Scope of Work and in accordance with the Reporting and Expenditure Guidelines and the specifications for use for the transportation purposes described in the Ordinance.

4.2 Attachment C shall constitute the agreed upon Scope of Work between LACMTA and Grantee for the Project. The Funds, as granted under this FA, can only be used towards the completion of the Scope of Work detailed in Attachment C.

4.3 Grantee shall not use the Funds to substitute for any other funds or projects not specified in this FA. Further, Grantee shall not use the Funds for any expenses or activities above and beyond the approved Scope of Work (Attachment C) without an amendment to the FA approved and signed by the LACMTA Chief Executive Officer or his Designee. To the extent LACMTA provides Grantee with bond or commercial paper proceeds, such Funds may not be used to reimburse for any costs that jeopardize the tax exempt nature of such financings as reasonably determined by LACMTA and its bond counsel.

4.4 Grantee must use the Funds in the most cost-effective manner. If Grantee intends to use a consultant or contractor to implement all or part of the Project, LACMTA requires that such activities be procured in accordance with Grantee's contracting procedures and consistent with State law as appropriate. Grantee will also use the Funds in the most cost-effective manner when the Funds are used to pay "in-house" staff time. Grantee staff or consultant with project oversight roles can not award work to companies in which they have a financial or personal interest. This effective use of funds provision will be verified by LACMTA through on-going Project monitoring and through any LACMTA interim and final audits.

4.5 If a facility, equipment (such as computer hardware or software), vehicle or property, purchased or leased using the Funds, ceases to be used for the proper use as originally stated in the Scope of Work, or the Project is discontinued, any Funds expended for that purpose must be returned to LACMTA as follows: Grantee shall be required to repay the Funds in proportion to the useful life remaining and in an equal proportion of the grant to Grantee Funding Commitment ratio.

#### 5. REIMBURSEMENT OF FUNDS

Funds will be released on a reimbursement basis in accordance with invoices submitted in support of the Monthly Progress and Quarterly Expenditure Report. LACMTA will make all disbursements electronically unless an exception is requested in writing. Reimbursements via Automated Clearing House (ACH) will be made at no cost to Grantee. Grantee must complete the ACH form and submit such form to LACMTA before grant payments can be made. ACH Request Forms can be found at

[www.metro.net/projects\\_studies/call\\_projects/ref\\_docs.htm](http://www.metro.net/projects_studies/call_projects/ref_docs.htm). Grantee must provide detailed supporting documentation with its Monthly Progress and Quarterly Expenditure Report. Grantee Funding Commitment, if any, must be spent in direct proportion to the Funds with each quarter's payment.

6. REPORTING AND AUDIT REQUIREMENTS/PAYMENT ADJUSTMENTS:

6.1 Grantee shall submit the Monthly Progress Report (**Attachment D1**) within seven (7) days from the last day of each month and submit the Quarterly Expenditure Report (**Attachment D2**) within sixty (60) days after the close of each quarter on the last day of the months November, February, May and August. Should Grantee fail to submit such reports within 10 days of the due date and/or submit incomplete reports, LACMTA will not reimburse Grantee until the completed required reports are received, reviewed, and approved. The Monthly Progress and the Quarterly Expenditure Report shall include all appropriate documentation (such as contractor invoices, timesheets, receipts, etc.), and any changes to interim milestone dates that do not impact the final milestone date. All supporting documents must include a clear justification and explanation of their relevance to the Project. If no activity has occurred during a particular quarter, Grantee will still be required to submit the Monthly Progress and Quarterly Expenditure Report indicating no dollars were expended that quarter. If a request for reimbursement exceeds **\$500,000** in a single month, then Grantee can submit such an invoice once per month with supporting documentation.

6.2 LACMTA, and/or its designee, shall have the right to conduct audits of the Project, as deemed appropriate, such as financial and compliance audits; interim audits; pre-award audits, performance audits and final audits. LACMTA will commence a final audit within six months of receipt of acceptable final invoice, provided the Project is ready for final audit (meaning all costs and charges have been paid by Grantee and invoiced to LACMTA, and such costs, charges and invoices are properly documented and summarized in the accounting records to enable an audit without further explanation or summarization including actual indirect rates for the period covered by the FA period under review). Grantee agrees to establish and maintain proper accounting procedures and cash management records and documents in accordance with Generally Accepted Accounting Principles (GAAP). Grantee shall reimburse LACMTA for any expenditure not in compliance with the Scope of Work and/or not in compliance with other terms and conditions of this FA. The allowability of costs for Grantee's own expenditures submitted to LACMTA for this Project shall be in compliance with Office of Management and Budget (OMB) Circular A-87. The allowability of costs for Grantee's contractors, consultants and suppliers expenditures submitted to LACMTA through Grantee's Monthly Progress Reports and Quarterly Expenditures shall be in compliance with OMB Circular A-87 or Federal Acquisition Regulation (FAR) Subpart 31 (whichever is applicable). Findings of the LACMTA audit are final. When LACMTA audit findings require Grantee to return monies to LACMTA, Grantee agrees to return the monies within thirty (30) days after the final audit is sent to Grantee.

6.3 Grantee's records shall include, without limitation, accounting records, written policies and procedures, contract files, original estimates, correspondence, change order files (including documentation covering negotiated settlements), invoices, and any other supporting evidence deemed necessary by LACMTA to substantiate charges related to the Project (all collectively referred to as "records") shall be open to inspection and subject to audit and reproduction by LACMTA auditors or authorized representatives to the extent deemed necessary by LACMTA to adequately permit evaluation of expended costs. Such records subject to audit shall also include, without limitation, those records deemed necessary by LACMTA to evaluate and verify, direct and indirect costs, (including overhead allocations) as they may apply to costs associated with the Project. These records must be retained by Grantee for three years following final payment under this Agreement. Payment of retention amounts shall not occur until after the LACMTA's final audit is completed.

6.4 Grantee shall cause all contractors to comply with the requirements of Part II, Section 5, paragraphs 6.2 and 6.3 above. Grantee shall cause all contractors to cooperate fully in furnishing or in making available to LACMTA all records deemed necessary by LACMTA auditors or authorized representatives related to the Project.

6.5 LACMTA or any of its duly authorized representatives, upon reasonable written notice shall be afforded access to all of the records of Grantee and its contractors related to the Project, and shall be allowed to interview any employee of Grantee and its contractors through final payment to the extent reasonably practicable.

6.6 LACMTA or any of its duly authorized representatives, upon reasonable written notice, shall have access to the offices of Grantee and its contractors, shall have access to all necessary records, including reproduction at no charge to LACMTA, and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the terms and conditions of this FA.

6.7 When business travel associated with the Project requires use of a vehicle, the mileage incurred shall be reimbursed at the mileage rates set by the Internal Revenue Service, as indicated in the United States General Services Administration Federal Travel Regulation, Privately Owned Vehicle Reimbursement Rates.

6.8 Grantee shall be responsible for ensuring all contractors/ subcontractors for the Project comply with the terms of the Ordinance. Grantee shall cooperate with LACMTA Audit Department such that LACMTA can meet its obligations under the Ordinance.

6.9 Grantee shall certify each invoice by reviewing all subcontractor costs and maintaining internal control to ensure that all expenditures are allocable, allowable and reasonable and in accordance with OMB A-87 or FAR subparagraph 31 (whichever is applicable) and the terms and conditions of this FA.

6.10 Grantee shall also certify final costs of the Project to ensure all costs are in compliance with OMB A-87 or FAR subparagraph 31 (whichever is applicable) and the terms and conditions of this FA.

6.11 In addition to LACMTA's other remedies as provided in this FA, LACMTA may withhold the Funds if the LACMTA audit has determined that Grantee failed to comply with the Scope of Work (such as misusing Funds or failure to return Funds owed to LACMTA in accordance with LACMTA audit findings) and /or is severely out of compliance with other terms and conditions as defined by this FA, including the access to records provisions of Part II, Section 6.

## 7. GRANT

This is a one time only grant of the Measure R Funds are subject to the terms and conditions agreed to herein. This grant does not imply nor obligate any future funding commitment on the part of LACMTA.

## 8. SOURCES AND DISPOSITION OF FUNDS:

8.1 The obligation for LACMTA to grant the Funds for the Project is subject to sufficient Funds being made available for the Project by the LACMTA Board of Directors. If such Funds are not made available as anticipated from Measure R Program revenues, LACMTA will have the right to adjust the cash flow accordingly until such funds become available. LACMTA shall have no obligation to provide any other funds for the Project, unless otherwise agreed to in writing by LACMTA.

8.2 Grantee shall fully fund and contribute the Grantee Funding Commitment, if any is identified in the Project Funding (Attachment A), towards the cost of the Project. If the Funds identified in Attachment A are insufficient to complete the Project, Grantee may request additional Measure R funds from its sub-region earmark pending support of the sub-region's Governing Board, the Las Virgenes/Malibu Council of Governments (LVMCOG). A particular sub-region's Measure R funds are limited to the amount specified in the Ordinance and is still subject to approval of the LACMTA Board. Nothing in this FA shall obligate, or be construed to obligate the LACMTA Board to approve such request for additional funds. If the Funds are still insufficient to complete the Project, Grantee agrees to secure and provide such additional non-LACMTA programmed funds necessary to complete the Project.

8.3 Grantee shall be responsible for any and all cost overruns for the Project pursuant to Section 8.2.

8.4 Grantee shall be eligible for the Funds up to the grant amount specified in Part I, Section 2 of this FA subject to the terms and conditions contained herein. Any Funds

expended by Grantee prior to the execution of this FA (prior to the LACMTA Chief Executive Officer's signature) shall not be reimbursed nor shall they be credited toward the Grantee Funding Commitment requirement, without the prior written consent of LACMTA. Grantee Funding Commitment dollars expended prior to the year the Funds are awarded shall be spent at Grantee's own risk.

8.5 If Grantee receives outside funding for the Project in addition to the Funds identified in the Project Funding and the Expenditure Plan at the time this grant was awarded, this FA shall be amended to reflect such additional funding. If, at the time of final invoice or voucher, funding for the Project (including the Funds, Grantee Funding Commitment, and any additional funding) exceeds the actual Project costs, then the cost savings shall be applied in the same proportion as the sources of funds from each party to this FA as specified in the Project Funding and both the Funds and Grantee Funding Commitment required for the Project shall be reduced accordingly.

## 9. TIMELY USE OF FUNDS / REPROGRAMMING OF FUNDS:

9.1 Grantee must demonstrate timely use of the Funds by:

- (i) executing this FA within ninety (90) days of receiving formal transmittal of the FA from LACMTA, or by December 31 of the first Fiscal Year in which the Funds are programmed, whichever date is later; and
- (ii) Project Design, Preliminary Engineering-(PE) must begin within six (6) months from completion of environmental clearance, if appropriate; and
- (iii) Project Development or Right-of-Way costs must be expended (including by deposit into a condemnation action) by the end of the second (2<sup>nd</sup>) fiscal year following the year the Funds were first programmed; and
- (iv) Contracts for Construction or Capital purchase shall be executed within twelve (12) months from the date of completion of design; and
- (v) Work shall be delivered in accordance with schedule; changes to the schedule will require an Amendment to Attachment C to reflect updated milestone dates. Meeting the Project milestones due dates as agreed upon by the LACMTA and Grantee in Attachment C (Scope of Work) of this FA; and
- (vi) submitting the Monthly Progress and Quarterly Expenditure Report as described in Part II, Section 6.1 of this FA; and
- (vii) expending the Funds granted under this FA for allowable costs within five years or 60 months from July 1 of the Fiscal Year in which the Funds are programmed, unless otherwise stated in

this FA. All Funds programmed for FY 2013-14 are subject to lapse by June 30, 2018.

9.2 In the event that the timely use of the Funds is not demonstrated as described in Part II, Section 9.1 of this FA, the Project will be reevaluated by LACMTA as part of its annual Recertification/Deobligation process and the Funds may be reprogrammed to another project by the LACMTA Board of Directors in accordance with the Ordinance, which may require that any reprogrammed funds be returned to the sub-region. In the event that all the Funds are reprogrammed, this FA shall automatically terminate.

#### 10. DEFAULT:

A Default under this FA is defined as any one or more of the following: (i) Grantee fails to comply with the terms and conditions contained herein; or (ii) Grantee fails to perform satisfactorily or makes a material change, as determined by LACMTA at its sole discretion, to the Expenditure Plan, the Scope of Work, or the Project Funding without LACMTA's prior written consent or approval as provided herein.

#### 11. REMEDIES:

11.1 In the event of a Default by Grantee, LACMTA shall provide written notice of such Default to Grantee with a 30-day period to cure the Default. In the event Grantee fails to cure the Default, or commit to cure the Default and commence the same within such 30-day period to the satisfaction of LACMTA, LACMTA shall have the following remedies: (i) LACMTA may terminate this FA; (ii) LACMTA may make no further disbursements of Funds to Grantee; and/or (iii) LACMTA may recover from Grantee any Funds disbursed to Grantee as allowed by law or in equity.

11.2 Effective upon receipt of written notice of termination from LACMTA, Grantee shall not undertake any new work or obligation with respect to this FA unless so directed by LACMTA in writing. Any Funds expended after termination shall be the sole responsibility of Grantee.

11.3 The remedies described herein are non-exclusive. LACMTA shall have the right to enforce any and all rights and remedies herein or which may be now or hereafter available at law or in equity.

#### 12. COMMUNICATIONS:

12.1 Grantee shall ensure that all Communication Materials contain recognition of LACMTA's contribution to the Project as more particularly set forth in "Funding Agreement Communications Materials Guidelines" available on line or from the LACMTA Project Manager. Please check with the LACMTA Project Manager for the web address. The Funding Agreement Communications Materials Guidelines may be changed

from time to time during the course of this Agreement. Grantee shall be responsible for complying with the latest Funding Agreement Communications Materials Guidelines during the term of this Agreement, unless otherwise specifically authorized in writing by the LACMTA Chief Communications Officer.

12.2 For purposes of this Agreement, "Communications Materials" include, but are not limited to, press events, public and external newsletters, printed materials, advertising, websites radio and public service announcements, electronic media, and construction site signage. A more detailed definition of "Communications Materials" is found in the Funding Agreement Communications Materials Guidelines.

12.3 The Metro logo is a trademarked item that shall be reproduced and displayed in accordance with specific graphic guidelines. These guidelines and logo files including scalable vector files will be available through the LACMTA Project Manager.

12.4 Grantee shall ensure that any subcontractor, including, but not limited to, public relations, public affairs, and/or marketing firms hired to produce Project Communications Materials for public and external purposes will comply with the requirements contained in this Section.

12.5 The LACMTA Project Manager shall be responsible for monitoring Grantee compliance with the terms and conditions of this Section. Grantee failure to comply with the terms of this Section shall be deemed a default hereunder and LACMTA shall have all rights and remedies set forth herein.

### 13. OTHER TERMS AND CONDITIONS:

13.1 This FA, along with its Attachments, constitutes the entire understanding between the parties, with respect to the subject matter herein. The FA shall not be amended, nor any provisions or breach hereof waived, except in writing signed by the parties who agreed to the original FA or the same level of authority.

13.2 Grantee is obligated, to continue using the Project dedicated to the public transportation purposes for which the Project was initially approved. The Project right-of-way, the Project facilities constructed or reconstructed on the Project site, and/or Project property purchased excluding construction easements and excess property (whose proportionate proceeds shall be distributed in an equal proportion of the grant to Grantee Funding Commitment ratio) shall remain dedicated to public transportation use in the same proportion and scope and to the same extent as described in this FA. Equipment acquired as part of the Project, including office equipment, vehicles, shall be dedicated to that use for their full economic life cycle, including any extensions of that life cycle achieved by reconstruction, rehabilitation, or enhancements.

13.3 In the event that there is any legal court (e.g., Superior Court of the State of California, County of Los Angeles, or the U.S. District Court for the Central District of California) proceeding between the parties to enforce or interpret this FA, to protect or establish any rights or remedies hereunder, the prevailing party shall be entitled to its costs and expenses, including reasonable attorney's fees.

13.4 Neither LACMTA nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or committed to be done by Grantee under or in connection with any work performed by and or service provided by Grantee, its officers, agents, employees, contractors and subcontractors under this FA. Grantee shall fully indemnify, defend and hold LACMTA and its subsidiaries, and its officers, agents and employees harmless from and against any liability and expenses, including without limitation, defense costs, any costs or liability on account of bodily injury, death or personal injury of any person or for damage to or loss of risk of property, any environmental obligation, any legal fees and any claims for damages of any nature whatsoever arising out of the Project, including without limitation: (i) use of the Funds by Grantee, or its officers, agents, employees, contractors or subcontractors; (ii) breach of Grantee's obligations under this FA; or (iii) any act or omission of Grantee, or its officers, agents, employees, contractors or subcontractors in the performance of the work or the provision of the services, in connection with the Project including, without limitation, the Scope of Work, described in this FA.

13.5 Neither party hereto shall be considered in default in the performance of its obligation hereunder to the extent that the performance of any such obligation is prevented or delayed by unforeseen causes including acts of God, acts of a public enemy, and government acts beyond the control and without fault or negligence of the affected party. Each party hereto shall give notice promptly to the other of the nature and extent of any such circumstances claimed to delay, hinder, or prevent performance of any obligations under this FA.

13.6 Grantee shall comply with and insure that work performed under this FA is done in compliance with Generally Accepted Accounting Principles (GAAP), all applicable provisions of federal, state, and local laws, statutes, ordinances, rules, regulations, and procedural requirements including Federal Acquisition Regulations (FAR), and the applicable requirements and regulations of LACMTA. Grantee acknowledges responsibility for obtaining copies of and complying with the terms of the most recent federal, state, or local laws and regulations, and LACMTA requirements including any amendments thereto.

13.7 Grantee agrees that the applicable requirements of this FA shall be included in every contract entered into by Grantee or its contractors relating to work performed under this FA and LACMTA shall have the right to review and audit such contracts.

13.8 Grantee shall not assign this FA, or any part thereof, without prior approval of the LACMTA Chief Executive Officer or his designee, and any assignment without said consent shall be void and unenforceable.

13.9 This FA shall be governed by California law. If any provision of this FA is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

13.10 The covenants and agreements of this FA shall inure to the benefit of, and shall be binding upon, each of the parties and their respective successors and assigns.

13.11 If any software/Intelligent Transportation Systems (“ITS”) is developed with the Funds and if Grantee ceases to use the software/ITS for public purposes or Grantee sells, conveys, licenses or otherwise transfers the software/ITS, LACMTA shall be entitled to a refund or credit, at LACMTA’s sole option, equivalent to the amount of the Funds spent developing the software/ITS. Such refund or credit shall not be required, subject to LACMTA approval of the intended use, if Grantee reinvests the proceeds of such sale, conveyance, license or transfer into the Project to offset operating or systems management costs.

13.12 Implementation of any ITS project shall be consistent with the Regional ITS Architecture. ITS projects must comply with the LACMTA Countywide ITS Policy and Procedures adopted by the LACMTA Board of Directors including the submittal of a completed, signed self-certification form in the form of Attachment F-1. For the ITS policy and form, see [www.metro.net/projects\\_studies/call\\_projects/other\\_resources.htm](http://www.metro.net/projects_studies/call_projects/other_resources.htm).

13.13 If any parking facilities are designed and/or constructed using the Funds, Grantee shall coordinate with LACMTA parking program staff (see METRO.net for staff listing) in the planning, design and management of the facility and shall ensure that its implementation is consistent with the LACMTA adopted parking policy. For the parking policy, see [www.metro.net/projects\\_studies/call\\_projects/other\\_resources.htm](http://www.metro.net/projects_studies/call_projects/other_resources.htm).

13.14 Grantee will advise LACMTA prior to any key Project staffing changes.

13.15 Notice will be given to the parties at the address specified in Part I, unless otherwise notified in writing of change of address.

13.16 Grantee in the performance of the work described in this FA is not a contractor nor an agent or employee of LACMTA. Grantee attests to no organizational or personal conflicts of interest and agrees to notify LACMTA immediately in the event that a conflict, or the appearance thereof, arises. Grantee shall not represent itself as an agent or employee of LACMTA and shall have no powers to bind LACMTA in contract or otherwise.

**ATTACHMENT A - PROJECT FUNDING**

Measure R Program - Funding Agreement Projects - FA# MOU.MR311.20

Project Title: Off Ramp for US-101 at Las Virgenes Road Project#: **MR311.20**

**PROGRAMMED BUDGET - SOURCES OF FUNDS**

SOURCES OF FUNDS	FY2013-14	FY2014-15	FY2015-16	FY2016-17	FY2017-18	FY2018-19	Total Budget	% of Budget
<b>LACMTA PROGRAMMED FUNDING</b>								
<b>MEASURE R FUNDS</b>	\$500,000	\$0	\$0	\$0	\$0	\$0	\$500,000	100.0%
<b>SUBTOTAL</b>	<b>\$500,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$ 500,000</b>	
<b>CFP FUNDS</b>							\$0	0%
<b>SUBTOTAL</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$ -</b>	
<b>LACMTA SUBTOTAL</b>	<b>\$500,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$ 500,000</b>	<b>100.0%</b>
<b>OTHER SOURCES OF FUNDING:</b>								
<b>LOCAL:</b>							\$0	0%
<b>STATE:</b>							\$0	0%
<b>FEDERAL:</b>							\$0	0%
<b>PRIVATE OR OTHER:</b>							\$0	0%
<b>OTHER FUNDING SUBTOTAL</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>0%</b>
<b>TOTAL PROJECT FUNDS</b>	<b>\$500,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$500,000</b>	<b>100.0%</b>

**ATTACHMENT B1 - EXPENDITURE PLAN COST & CASH FLOW BUDGET**  
 Measure R Program - Funding Agreement Projects - FA # MOU.MR311.20A-1  
 Project Title: **Off Ramp for US 101 @ Las Virgenes Road** Project#: **MR311.20**  
 PROGRAMMED SOURCES OF FUNDS

SOURCES OF FUNDS	Prior Years	FY 2015-16 Qtr 1	FY 2015-16 Qtr 2	FY 2015-16 Qtr 3	FY 2015-16 Qtr 4	FY 2016-17 Qtr 1	FY 2016-17 Qtr 2	FUTURE	TOTAL BUDGET
<b>LACMTA PROGRAMMED FUNDS:</b>									
<b>MEASURE R FUNDS:</b>									
PAED	\$0	\$8,000	\$4,000						\$12,000
PS&E	\$0	\$39,000	\$29,000						\$68,000
RW Support									\$0
Const. Support				\$25,000		\$0	\$0	\$0	\$25,000
RW									\$0
Construction				\$395,000	\$0	\$0	\$0	\$0	\$395,000
<b>Total MEASURE R</b>	<b>\$0</b>	<b>\$47,000</b>	<b>\$33,000</b>	<b>\$420,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$500,000</b>
<b>PROP C 25%</b>									
<b>Total PROP C 25%</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>SUM PROG LACMTA FUNDS:</b>	<b>\$0</b>	<b>\$47,000</b>	<b>\$33,000</b>	<b>\$420,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$500,000</b>
<b>OTHER NON LACMTA FUNDING:</b>									
<b>LOCAL: ?</b>									
<b>Total LOCAL%</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>STATE: ?</b>									
<b>Total STATE%</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>FEDERAL: ?</b>									
<b>Total FEDERAL%</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>PRIVATE: ?</b>									
<b>Total PRIVATE%</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>SUM NON-LACMTA FUNDS :</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>SUMMARY OF ALL FUNDS</b>									
PAED	\$0	\$8,000	\$4,000	\$0	\$0	\$0	\$0	\$0	\$12,000
PS&E	\$0	\$39,000	\$29,000	\$0	\$0	\$0	\$0	\$0	\$68,000
RW Support	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Const. Support	\$0	\$0	\$0	\$25,000	\$0	\$0	\$0	\$5,000	\$30,000
RW	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Construction	\$0	\$0	\$0	\$395,000	\$0	\$0	\$0	\$80,000	\$475,000
<b>TOTAL MILESTONES</b>	<b>\$0</b>	<b>\$47,000</b>	<b>\$33,000</b>	<b>\$420,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$85,000</b>	<b>\$585,000</b>
<b>SUM PROG LACMTA FUNDS</b>	<b>\$0</b>	<b>\$47,000</b>	<b>\$33,000</b>	<b>\$420,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$500,000</b>
<b>SUM NON-LACMTA FUNDS</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>TOTAL PROJECT FUNDING</b>	<b>\$0</b>	<b>\$47,000</b>	<b>\$33,000</b>	<b>\$420,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$500,000</b>
									<b>\$500,000</b>

## **ATTACHMENT C** **SCOPE OF WORK**

### OFF RAMP FOR US-101 AT LAS VIRGENES ROAD

**Project Limits:** US 101 Eastbound Off-Ramp from Las Virgenes Road to 500 feet west of Las Virgenes Road.

**Nexus to Operational Imps to Las Virgenes Road:** The US-101 Eastbound Off-Ramp at Las Virgenes Road is an important interchange providing access to Las Virgenes Road, which is identified as a major arterial road within the City of Calabasas. Las Virgenes Road also provides access from the US-101 freeway to the US-1, the Pacific Coast Highway. Las Virgenes Road is identified in the Calabasas 2030 General Plan Update as well as the Las Virgenes Gateway Master Plan as one of the few access points to the coast. The Las Virgenes Road and Ventura Freeway interchange serve as crossroads for travelers and/or commuters travelling to the coast or between Los Angeles and Ventura counties. This traffic pattern between the US101 and the Pacific Coast Highway has been labeled “Z-Traffic” and has been an important aspect of congestion relief to the US 101 and I-405 freeways. The Lost Hills Road and Ventura Freeway interchange, which is located 4,200 feet west of the Las Virgenes Road interchange, will be closed for the construction of a new bridge overpass and other ramp improvements. The Las Virgenes Road interchange would be the primary alternate interchange for traffic heading in the southbound direction normally exiting at the Lost Hills Road and Ventura Freeway interchange. The construction of the Lost Hills Road interchange, which is scheduled to start on August 2015, is for approximately two years. The Off-Ramp for US-101 at Las Virgenes Project will provide additional capacity between the project limits, safer and more secure alignment, improved access to the communities and businesses in the area.

### **BUDGET:**

<u>COMPONENT</u>	<u>AMOUNT</u>
PA/ED	\$ 12,000
Preparation of PS & E	\$ 68,000
Construction Support	\$ 25,000
<u>Construction Capital</u>	<u>\$ 395,000</u>
Total Budget	\$ 500,000

### **SCOPE:**

The project consists of modifying the US-101 Eastbound Off-Ramp at Las Virgenes Road from 500 feet west of Las Virgenes Road to Las Virgenes Road to include:

- An additional right turn lane.

- Removal of the existing raised median and construction of a new narrower raised median that will provide sufficient space for striping an additional third lane.
- Traffic signal and striping modifications to accommodate the new design.

The additional capacity is needed to improve traffic operations to accommodate increased traffic flows as a result of the closure of the Lost Hills Road and Ventura Freeway interchange. Access to the nearby residential communities and businesses will be improved with the addition of the right turn lane.

#### **I. PA/ED**

- a. City staff is to prepare the Environmental Document and perform an environmental assessment of the project under CEQA guidelines. The type of Environmental Document is expected to be a Categorical Exemption.

#### **II. Preliminary Design**

##### **Traffic Engineering Consultant to perform the following task:**

- a. Prepare a traffic study at the request of Caltrans' staff to evaluate traffic related impacts and recommend the off-ramp lane configuration resulting from the closure of the Lost Hills Interchange

#### **III. Preparation of Plans, Specifications and Estimates (Design) by City Staff**

- a. Account for field visits of the Project Area to prepare and identify design changes. Record existing site conditions in photographs and/or video.
- b. Provide a survey of the Project Area, establishing horizontal and vertical control for the Project, if needed. This task will be accomplished by a separate engineering/surveying firm.
- c. Remove existing raised median and design a new raised median to allow space for striping an additional lane.
- d. Stripe and modify existing striping to allow for an additional lane.
- e. Modify the traffic signal configuration and operations for the Project.
- f. Coordinate with Caltrans staff for work scoping, review and approval, including the issuance of encroachment permit for construction.
- g. Prepare and provide CAD drawings of the proposed changes to the existing striping, median and signal configuration.
- h. Prepare construction specifications consistent with City format (SSPWC "Greenbook" APWA, current edition with updates and Caltrans, current edition).
- i. Coordinate and prepare permit applications/notifications for the Project as applicable.
- j. Prepare and submit an Engineer's construction cost estimate for all recommended improvements identified.

**IV. Construction Support**

- a. City expects to provide construction oversight and management of a low bid contract for construction and to perform the following tasks:
- b. Manage and support by City staff to accomplish tasks as needed to complete the Project. Meetings expected between City staff and Contractor, shall include, but not be limited to: Pre-construction Meeting, progress meetings, preparation of response to RFIs and other questions and issues arisen during construction.

**V. Construction Capital**

- a. City will let a low bid construction contract

**SCHEDULE MILESTONES:**

Milestone

- (a) Begin Design - July 2015
- (b) Preparation of traffic study by an outside consultant – July 2015
- (c) Site Visits, data gathering, environmental assessment and survey works as needed – July to August 2015
- (d) Preparation of 80% plans, specifications and estimates (PS&E) – August to October 2015
- (e) Send 80% PS&E to Caltrans for review and comment – October 2015
- (f) Preparation of 95% PS&E and final review by Caltrans – November 2015
- (g) Environmental Permitting – November 2015
- (h) Final Plans, specs, estimates – November 2015
- (i) Public Bid for Construction – December 2015
- (j) Construction – January to March 2016
- (k) End Construction

**LACMTA MR Funding Agreement (FA) ATTACHMENT D  
 QUARTERLY PROGRESS / EXPENSE REPORT**

Grantee To Complete	
Invoice #	MR311.09-1
Invoice Date	
FA#	MR311.20
Quarterly Report #	1

**GRANTEES ARE REQUESTED TO MAIL THIS REPORT TO  
 P.O. Box #512296, Los Angeles, CA 90051-0296** after the close  
 of each quarter, but no later than November 30, February 28,  
May 31 and August 31. Please note that letters or other forms  
 of documentation may **not** be substituted for this form. Refer to the  
 Reporting and Expenditure Guidelines (Attachment D) for further information.

**SECTION 1: QUARTERLY EXPENSE REPORT**

Please itemize grant-related charges for this Quarter on Page 5 of this report and **include totals in this Section.**

	LACMTA Measure R Grant \$	LACMTA Prop C 25% \$	Other Funding %	Total \$
<b>Project Quarter Expenditure</b>				
<b>This Quarter Expenditure</b>	\$0	N/A	0	\$0
<b>Retention Amount (10%)</b>	\$0	N/A	0	\$0
<b>Net Invoice Amount (Less Retention)</b>	\$0	N/A	0	\$0
<b>Project-to-Date Expenditure</b>				
<b>Funds Expended to Date (Include this Quarter)</b>	\$0	N/A	0	\$0
<b>Total Project Budget</b>	\$0	N/A	0	\$0
<b>% of Project Budget Expended to Date</b>	0%	N/A	0	0%
<b>Balance Remaining</b>	\$0	N/A	0	\$0

**SECTION 2: GENERAL INFORMATION**

**PROJECT TITLE:** Off-Ramp for US101 at Las Virgenes Road

**FA #:** MR311.09

**QUARTERLY REPORT SUBMITTED FOR:**

**Fiscal Year :**       2014-15                       2016-17  
                                   2015-16                       2017-18

**Quarter :**             Q1: Jul - Sep                       Q2: Oct - Dec  
                                   Q3: Jan - Mar                       Q4: Apr - Jun

**DATE SUBMITTED:** 9/4/2014

<b>LACMTA Area Team Representative / Project Mgr.</b>	Name:	Ben Jong
	Area Team:	San Fernando Valley North Corridor
	Phone Number:	(213) 922-3035
	e-mail:	<a href="mailto:jongb@metro.net">jongb@metro.net</a>

<b>Project Sponsor Contact / Project Manager</b>	Contact Name:	Benjamin Chan, P.E., T.E.
	Job Title:	Deputy Public Works Director
	Department:	Public Works
	City / Agency:	City of Calabasas
	Mailing Address:	100 Civic Center Way, Calabasas, CA 91302
	Phone Number:	(818) 224-1672
	e-mail:	<a href="mailto:bchen@cityofcalabasas.com">bchen@cityofcalabasas.com</a>

**SECTION 3 : QUARTERLY PROGRESS REPORT**

**1. DELIVERABLES & MILESTONES**

List all deliverables and milestones as stated in the FA, with start and end dates. Calculate the total project duration. **DO NOT CHANGE THE ORIGINAL FA MILESTONE START AND END DATES SHOWN IN THE 2<sup>ND</sup> AND 3<sup>RD</sup> COLUMNS BELOW.**

Grantees must make every effort to accurately portray milestone dates in the original FA Scope of Work, since this will provide the basis for calculating any project delay. If milestone start and/or end dates change from those stated in the Original FA Scope of Work, indicate the new dates under Actual Schedule below and re-calculate the project duration. However, this does not change the original milestones in your FA. PER YOUR FA AGREEMENT, ANY CHANGES TO THE PROJECT SCHEDULE MUST BE FORMALLY SUBMITTED UNDER SEPARATE COVER TO LACMTA FOR WRITTEN CONCURRENCE.

FA Milestones	Original FA Schedule in Scope of Work		Actual Schedule	
	Start Date	End Date	Start Date	End Date
#1: Identify RoW requirements, complete design and engineering, Public Outreach, survey project limits, get Caltrans				
#1A. 50% Design complete				
#1B. 95% Design complete				
#2: Preparation for construction RFP and bid issuance				
#2A. Contract Award				
<b>Total Project Duration (Months)</b>	9			

**2. PROJECT COMPLETION**

A. Based on the comparison of the original and actual project milestone schedules above, project is (select only one) :

- On schedule per original FA schedule
  Less than 12 months behind original schedule  
 Between 12-24 months behind original schedule
  More than 24 months behind original schedule

B. Was the project design started within 6 months of the date originally stated in the FA?

- Yes
  No
  Not Applicable

C. Was a construction contract or capital purchase executed within 9 months after completion of design / specifications?

- Yes
  No
  Not Applicable

**3. TASKS / MILESTONES ACCOMPLISHED**

List tasks or milestones accomplished and progress made this quarter.

**4. PROJECT DELAY**

If project is delayed, describe reasons for delay (this quarter). Pay particular attention to schedule delays. If delay is for the same reason as mentioned in previous quarters, please indicate by writing "Same as Previous Quarter".

**5. ACTION ITEMS TO RESOLVE DELAY**

If the project is delayed (as described in #4), include action items that have been, or will be, undertaken to resolve the delay.

**SECTION 4: ITEMIZED LISTING OF EXPENSES AND CHARGES THIS QUARTER**

All expenses and charges, including grant and local match, must be itemized and listed below. Each item listed must be verifiable by an invoice and/or other proper documentation. The total amounts shown here must be equal to this quarter's expenditures listed on page 1 of this report. All expenses and charges must be reflective of the approved budget and rates as shown in the FA Attachment C, Scope of Work. Use additional pages if needed.

ITEM	INVOICE #	TOTAL EXPENSES / CHARGES	\$ CHARGED TO LACMTA GRANT	\$ CHARGED TO LOCAL MATCH
1				\$ -
2				\$ -
3				\$ -
4				\$ -
5				\$ -
6				\$ -
7				\$ -
8				\$ -
<b>TOTAL</b>		\$ -	\$ -	\$ -

**Notes:**

1. Local match spent in each quarter, must be in the appropriate proportion to LACMTA grant.
2. All receipts, invoices, and time sheets, attached and included with this Expense Report must be listed and shown under the Invoice Number column of the Itemized Listing (above).

**Invoice Payment Information:**

LACMTA will make all disbursements electronically unless an exception is requested in writing.

ACH Payments require that you complete an ACH Request Form and fax it to Accounts Payable at 213-922-6107.

ACH Request Forms can be found at [www.metro.net/callforprojects](http://www.metro.net/callforprojects).

Written exception requests for Check Payments should be completed and faxed to Accounts Payable at 213-922-6107.

I certify that I am the responsible Project Manager or fiscal officer and representative of \_\_\_\_\_  
 The City of Calabasas \_\_\_\_\_ and that to the best of my knowledge and belief the information  
 stated in this report is true and correct.

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Name*

\_\_\_\_\_  
*Title*

# Los Angeles Metropolitan Transportation Authority 2015 Federal Transportation Improvement Program (\$000)

TIP ID **LA0G1226**

Implementing Agency **Calabasas, City of**

Project Description: The project will modify EB off-ramp to include a third left turn lane; demolition of existing/construction of a new median to allow the third lane; striping and signal improvements.

SCAG RTP Project #: Study: N/A Is Model: Model #: PM: Benjamin Chan - (818) 224-1672 Email: bchan@cityofcalabasas.com LS: N LS GROUP#: Conformity Category: NON-EXEMPT

System :State Hwy Route :101 Postmile: 32.38 to 32.38 Distance: 0 Phase: Engineering/Plans, Specifications and Estimates (PS&E) Completion Date 02/25/2017

Lane # Extd: 2 Lane # Prop: 3 Imprv Desc: Modification to include a third left turn lane Air Basin: SCAB Envir Doc: CATEGORICALLY EXEMPT - 06/10/2015

Toll Rate: Toll Colc Loc: Toll Method: Hov acs eg loc: Uza: Los Angeles-Long Beach-Santa Ana Sub-Area: Central Area Team Sub-Region: San Fernando Valley/North County Area CTIPS ID: EA #: PPNO:

Program Code: NCR88 - RAMPS-MODIFY Stop Loc:

	PHASE	PRIOR	14/15	15/16	16/17	17/18	18/19	19/20	BEYOND	PROG	TOTAL
	PE										
	RW										
	CON										
	SUBTOTAL										
Measure R	PE			\$80							\$80
	RW			\$0							\$0
	CON			\$420							\$420
	SUBTOTAL			\$500							\$500
	<b>TOTAL</b>			<b>\$500</b>							<b>\$500</b>
	<b>TOTAL PE: \$80</b>				<b>TOTAL RW: \$0</b>						<b>TOTAL CON: \$420</b>

- **General Comment:** This a new project. The project schedule has been modified to complete design and construction in FY15/16

- **Mdeling Comment:**

- **TCM Comment:**

- **Narrative:** New Project

MEA\_R:

► Add funds in 15/16 in ENG for \$80, CON for \$420

Total project cost \$500

Last Revised **Amendment 15-08 - Submitted**

Change reason: New project

Total Cost

**\$500**



**CITY of CALABASAS**

**CITY COUNCIL AGENDA REPORT**

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**DATE: MAY 11, 2015**

**TO: HONORABLE MAYOR AND COUNCILMEMBERS**

**FROM:  ROBERT YALDA, P. E., T. E., PUBLIC WORKS DIRECTOR/CITY ENGINEER  
TATIANA HOLDEN, ASSOCIATE CIVIL ENGINEER**

**SUBJECT: RECOMMENDATION TO AWARD A CONTRACT TO VALLEY CREST TREE COMPANY IN THE AMOUNT OF \$111,000.00 FOR THE RELOCATION AND PRESERVATION OF FIVE EXISTING OAK TREES WITHIN THE LAS VIRGENES SCENIC CORRIDOR**

**MEETING DATE: MAY 27, 2015**

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**SUMMARY RECOMMENDATION:**

Staff recommends that the City Council award a professional services agreement to Valley Crest Tree Company to remove, relocate, preserve and maintain five oak trees located on Las Virgenes Road to locations authorized by City staff.

**BACKGROUND:**

The scope of the City's Measure R Las Virgenes Road and Calabasas Blue private development, located at 4240 Las Virgenes Road, includes roadway widening which affects the linear park within the vicinity of the intersection of Willow Glen Street. The linear park contains several healthy mature trees, including six oak trees. The segment falls under the scope of work of the private development project, however, relocations cannot be counted towards the oak tree mitigation program. Staff explored other available options and made an effort to save these oak trees and contacted a few companies in the area asking for a request for proposal.

**DISCUSSION/ANALYSIS:**

Valley Crest Tree Company, the locally based integrated landscape service company, confirmed that they can perform the tree relocation services. Public Works Department staff arranged an on-site meeting with Valley Crest. Several options were discussed, one of which was to relocate three of the trees to De Anza Park, two would be removed and preserved for future planting at the new Senior Center site and sell one to Valley Crest. Staff chose this option since it meets the desire to save the trees in addition to utilizing two of the oak trees to beautify the landscaping areas near the soon to be constructed Senior Center. Staff also suggests getting a credit for one of the trees as a money saving measure.

Valley Crest Tree Company's Specimen Relocation and Preservation Division specialize in relocating, supplying and installing unique mature specimen trees. For over five decades, Valley Crest Tree Company has unearthed and relocated one-of-a-kind and very special trees for private and public sectors throughout the Southern California area. The company utilizes a unique boxing method with specialized equipment to preserve and relocate any plant material from massive palms to giant oaks with a preservation success rate of 99%.

The proposal from Valley Crest Tree Company is attached to this report for your information and review. The information details for each item include storage and post-installation maintenance. Maintenance will be billed per month and can be terminated at any time at the City's discretion.

**FISCAL IMPACT/SOURCE OF FUNDING:**

The removal, storage and planting of two of the oak trees for the Senior Center will be funded by Ad Valorem Property Tax, with the remaining three oak trees being placed at De Anza Park and funded by the Oak Tree Mitigation Fund. The total amount of the contract includes an additional 10% in funding to blanket any additional services and/or costs that may be required during the relocation and care of the trees.

**REQUESTED ACTION:**

Staff recommends that the City Council award a professional services agreement to Valley Crest Tree Company to remove, relocate, preserve and maintain five oak trees located on Las Virgenes Road to locations authorized by City staff.

**ATTACHMENTS:**

Exhibit A – Professional Services Agreement with Valley Crest Tree Company

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

(City of Calabasas/ Valley Crest Tree Company)

**1. IDENTIFICATION**

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into by and between the City of Calabasas, a California municipal corporation (“City”), and **Valley Crest Tree Company, a California Corporation (“Consultant”)**.

**2. RECITALS**

- 2.1 City has determined that it requires the following professional services from a consultant: **Excavation, mobilization, storage, maintenance and installation for the Specimen Oak Tree Preservation Project.**
- 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 **May 8, 2015** proposal to City attached hereto as Exhibit A and incorporated herein by this reference.
- 3.2 “Approved Fee Schedule”: Such compensation rates as are set forth in Consultant’s **May 8, 2015** fee schedule to City attached hereto and included within Exhibit A and incorporated herein by this reference.
- 3.3 “Commencement Date”: **May 12, 2015.**
- 3.4 “Expiration Date”: **May 11, 2016.**

**4. TERM**

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

**5. CONSULTANT'S SERVICES**

- 5.1 Consultant shall perform the services identified in the Scope of Services. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement. In no event shall the total compensation and costs payable to Consultant under this Agreement exceed the sum of **One Hundred Eleven Thousand Dollars (\$111,000.00)** 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. **Craig Sperber** shall be Consultant's project administrator and shall have direct responsibility for management of Consultant's performance under this Agreement. No change shall be made in Consultant's project administrator without City's prior written consent.
- 5.5 To the extent that the Scope of Services involves trenches deeper than 4', Contractor shall promptly, and before the following conditions are disturbed, notify the City, in writing, of any:

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

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

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

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

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

## **6. COMPENSATION**

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

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

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

**7. OWNERSHIP OF WRITTEN PRODUCTS**

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

**8. RELATIONSHIP OF PARTIES**

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

**9. CONFIDENTIALITY**

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

**10. INDEMNIFICATION**

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

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

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

## **11. INSURANCE**

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

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

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

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

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

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

- 11.1.4 Professional Errors and Omissions Insurance with coverage limits of not less than One Million Dollars (\$1,000,000).
- 11.2 Consultant shall require each of its subcontractors to maintain insurance coverage that meets all of the requirements of this Agreement.
- 11.3 The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A:VII in the latest edition of Best's Insurance Guide.
- 11.4 Consultant agrees that if it does not keep the aforesaid insurance in full force and effect, City may either (i) immediately terminate this Agreement; or (ii) take out the necessary insurance and pay, at Consultant's expense, the premium thereon.
- 11.5 At all times during the term of this Agreement, Consultant shall maintain on file with City's Risk Manager a certificate or certificates of insurance showing that the aforesaid policies are in effect in the required amounts and naming the City and its officers, employees, agents and volunteers as additional insureds. Consultant shall, prior to commencement of work under this Agreement, file with City's Risk Manager such certificate(s).
- 11.6 Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages.
- 11.7 The General Liability Policy of insurance required by this Agreement shall contain an endorsement naming City and its officers, employees, agents and volunteers as additional insureds. The General Liability Policy required under this Agreement shall contain an endorsement providing that the policies cannot be

canceled or reduced except on thirty days' prior written notice to City. Consultant agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

- 11.8 The insurance provided by Consultant shall be primary to any coverage available to City. Any insurance or self-insurance maintained by City and/or its officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.
- 11.9 All insurance coverage provided pursuant to this Agreement shall not prohibit Consultant, and Consultant's employees, agents or subcontractors, from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against the City.
- 11.10 Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of City, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Consultant shall procure a bond or other security acceptable to the City guaranteeing payment of losses and expenses.
- 11.11 Procurement of insurance by Consultant shall not be construed as a limitation of Consultant's liability or as full performance of Consultant's duties to indemnify, hold harmless and defend under Section 10 of this Agreement.

## **12. MUTUAL COOPERATION**

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

## **13. RECORDS AND INSPECTIONS**

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

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

**14. PERMITS AND APPROVALS**

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

**15. NOTICES**

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

If to City:

City of Calabasas  
100 Civic Center Way  
Calabasas, CA 91302  
Attn: **Tatiana Holden**  
**Associate Civil Engineer**  
Telephone: (818) 224-1600  
Facsimile: (818) 225-7338

If to Consultant:

**Valley Crest Tree Company**  
**9500 Foothill Blvd.**  
**Sunland, CA 91040**  
**Attn: Craig Sperber**  
**Project Manager**  
**Telephone: (818) 951-5500**  
**Facsimile: (818) 951-8106**

With courtesy copy to:

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

**16. SURVIVING COVENANTS**

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

**17. TERMINATION**

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

**18. GENERAL PROVISIONS**

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

writing.

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

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

19 **PREVAILING WAGES**

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

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

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

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

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

**“City”**  
**City of Calabasas**

**“Consultant”**  
**Valley Crest Tree Company**

By: \_\_\_\_\_  
Lucy M. Martin, Mayor

By: \_\_\_\_\_  
Tadd Russikoff, Vice President

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

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

By: \_\_\_\_\_  
Scott Soper, Branch Manager

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

Attest:

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

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

Approved as to form:

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

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

EXHIBIT A  
SCOPE OF WORK & FEE SCHEDULE



# VALLEY CREST TREE COMPANY

The Tree Growing & Tree Moving Company

May 13, 2015

Tatiana Holden  
City of Calabasas  
100 Civic Center Way  
Calabasas, CA 91302

Regarding: Specimen Tree Preservation Project  
Las Virgenes Road R2.1  
Calabasas, California

Dear Ms. Holden,

Valley Crest Tree Company is pleased to provide our proposal for the Specimen Tree Preservation Project at the above referenced site. Our proposal is based upon the conditions of the site on April 8, 2015 and includes the following scope of work:

**Bid Item A:**

Sidebox, bottombox, load and transport off-site to VCT yard for storage. Return at a later date, excavate planting pits, offload, set, install sub-drains, guy wire, and plant the following:

<u>Tree #</u>	<u>Size</u>	<u>Description</u>	<u>Unit Cost</u>
3	108"	Quercus agrifolia	\$ 13,900.00
6	120"	Quercus agrifolia	\$ 17,750.00

**Total lump sum for the work as outlined above is \$31,650.00**

**Bid Item B:**

Sidebox, bottombox, load and transport off-site. Excavate planting pits, offload, set, install sub-drains, guy wire, and plant the following:

<u>Tree #</u>	<u>Size</u>	<u>Description</u>	<u>Unit Cost</u>
2	108"	Quercus agrifolia	\$ 9,900.00
4	132"	Quercus agrifolia	\$18,480.00
5	108"	Quercus agrifolia	\$ 9,900.00

**Total lump sum for the work as outlined above is \$38,280.00**

**Bid Item C:**

Traffic control to include (1) std MUTCD 11x17 plan (not to scale), appropriate signage and protection barrier.

**Total lump sum for the work as outlined above is \$4,250.00**

*Please note: Any change in scope of work may require re-bid of proposal*

**Bid Item A Alternate Add #1:**

Provide interim / post-installation maintenance, as needed; not to exceed a period of one year.

**Post installation maintenance will be billed at a rate of \$ 900.00 per month**

**Storage maintenance will be billed at a rate of \$500.00 per month**

*Please note: Any change in scope of maintenance work or water availability may require re-bid of proposal.*

**Bid Item B Alternate Add #1:**

Provide post-installation maintenance, as needed; not to exceed a period of one year.

**Post installation maintenance will be billed at a rate of \$ 900.00 per month**

*Please note: Any change in scope of maintenance work or water availability may require re-bid of proposal.*

**Specimen Division**

**Alternate Add #2:**

Credit for tree #1 (132" Quercus agrifolia) if permission given to remove and transport off site for VCT use.

**Total lump sum for the work as outlined above is \$ 1,500.00 CREDIT**

**Clarifications:**

- Valley Crest Tree Company is an open shop contractor, non-signatory to any labor agreements. This proposal is based on prevailing wage rates. Project is not a federally funded job.
- Site is to be readily accessible to 120 ton crane, backhoe excavation, workmen with hand tools, semi-truck and trailer.
- Pricing is based on performing all work during normal business hours-Monday through Friday. Any work performed outside normal working hours will be charged a premium for the overtime labor.
- A water source is to be provided on-site.
- This proposal is based on performing the work in one continuous operation and includes one mobilization of crews and equipment to and from site. Any additional mobilizations to site will be billed at a rate of time and material.
- Soil generated by our excavations will be used as backfill to plant trees and to fill holes created by removal of trees. Excess soil from excavations, if any, will be stockpiled on site.
- Unmarked underground or overhead utilities or re-routing thereof, are not the responsibility of Valley Crest Tree Co.
- **Traffic control, lane closures and applicable street use permits are not included in this proposal. Acquisition of permits, if required, will require 14-21 business days prior to scheduling and are subject to approval by the city.**
- Import and compaction of excavation backfill are not included in this proposal.
- Demolition/removal of any hardscape or landscape is not included in this proposal. Any necessary removals must be complete prior to Valley Crest Tree Company mobilization.
- Valley Crest Tree Company will make every effort to protect existing hardscape and/or landscape. However, we are not responsible for repair or payment of repairs should any damage occur resulting from our operations.

**Payment Terms:**

Payment terms (Specimen Tree/Palm Work): **No retention to be held.** An authorized Purchase Order, based on this proposal, is required prior to commencement of work. Payment is due upon receipt of invoice.

Payment terms (Maintenance Work): **No retention to be held.** Maintenance will be billed monthly and is due upon receipt of invoice. Maintenance can be cancelled by either party with a 30 day written notice. Maintenance may be terminated by the contractor for non-payment by Owner/Client upon seven (7) days written notice.

An authorized signature in the space below will convert this proposal to an agreement and this will be our contract. If a formal contract is drawn, the descriptive language shall be made part of contract. Any changes must be approved prior to signature.

Your initials below will designate your choice of Bid Items. Please sign this proposal, return via fax or e-mail, mail original to our office, and keep a duplicate for your file.

Sincerely,  
VALLEY CREST TREE COMPANY



Craig Sperber  
Project Manager  
csperber@vctree.com

City of Calabasas R2.1

*Authorized signature required below*

Accepted By: \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

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

Bid Item A: \_\_\_\_\_

Bid Item B: \_\_\_\_\_

Bid Item C: \_\_\_\_\_

Bid Item A Alternate #1: yes \_\_\_\_\_ no \_\_\_\_\_

Bid Item B Alternate #1: yes \_\_\_\_\_ no \_\_\_\_\_

Alternate #2: yes \_\_\_\_\_ no \_\_\_\_\_

**Specimen Division**

# **NON-COLLUSION AFFIDAVIT**

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

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

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

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

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

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

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

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

# WORKERS' COMPENSATION INSURANCE CERTIFICATE

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

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

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

(Contractor)

By:

(Signature)

(Title)

Attest:

By:

(Signature)

(Title)



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

---

**DATE:** MAY 12, 2015

**TO:** HONORABLE MAYOR AND COUNCILMEMBERS

**FROM:** DEBORAH STELLER, MEDIA OPERATIONS DIRECTOR   
TONY YIN, INFORMATION SYSTEMS MANAGER

**SUBJECT:** RECOMMENDATION TO AWARD CONTRACT TO NIC PARTNERS, INC. IN THE AMOUNT NOT TO EXCEED \$76,800.00 TO UPGRADE CALABASAS CIVIC CENTER'S VoIP TELECOMMUNICATIONS SYSTEM

**MEETING DATE:** MAY 27, 2015

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**SUMMARY RECOMMENDATION:**

That the City Council accept the bids for upgrading the existing Calabasas Civic Center Telecommunications System and award the contract to NIC Partners, Inc. in the amount of \$76,800.00.

**BACKGROUND:**

The exiting telecommunications system was installed in June 2008 when the Calabasas Civic Center was built. The telecommunications system hardware reached its designed life and currently is at the end of support by CISCO. To maintain the city hall and the library's operation smoothly, it has become necessary to upgrade the existing telecommunications system to newer hardware and software platform.

A Request for Proposal (RFP) was issued by the City on January 5, 2015 for Telecommunications System Selection. A pre-proposal meeting was held on January 13, 2015. Ten vendors attended the meeting. The City Clerk's Office

received twelve proposals prior to the January 30, 2015 deadline. (See attached bidder list).

**DISCUSSION/ANALYSIS:**

The City's evaluation team reviewed all twelve proposals and selected IntelSysOne as the best new system proposal. A further feature comparison and total cost of ownership (TCO) analysis show that NIC Partners' proposal, CISCO upgrade, has better features and TCO. (See attached TCO analysis).

**FISCAL IMPACT/SOURCE OF FUNDING:**

Funding for upgrading the VoIP telecommunications system has been budgeted in the fiscal year 2014-2015 budget. The total not-to-exceed value of the contract is \$76,800.00, which includes the base contract estimated to be \$56,029.09 (rounded to \$56,100.00), second and third year of maintenance of \$12,680 and an additional \$8,000 to ensure that the City infrastructure meets the specifications needed for the upgrade. This amount is currently included in the Information Technology budget account.

**REQUESTED ACTION:**

Staff requests that the City Council accept the bids for the City of Calabasas Telecommunication System Selection and award the contract to NIC Partners, Inc. in the amount not-to-exceed of \$76,800.00 to upgrade the City's VoIP telecommunication system.

**ATTACHMENTS:**

1. City of Calabasas Telecommunication System Selection RFP bidder list
2. TCO analysis for NIC Partners and IntelSysOne proposals
3. Professional Service Agreement with NIC Partners, Inc.

ITEM 12 ATTACHMENT 1

**City of Calabasas Bidder List**  
**For Telecommunication System Selection RFP**

<b>Company</b>	<b>Proposed Solution</b>	<b>Proposed Bids Amount</b>
NICPartners	CISCO, HW/SW Upgrade	\$56,029.09
Digital Telecom. Corp.	NEC, New System	\$92,240.94
InteleSysOne	ShoreTel, New System	\$86,261.91
Global CTI	ShoreTel, New System	\$93,625.00
X-Act Telecom. System	ShoreTel, New System	\$102,520.49
Integrated Technology	Avaya, New System	\$107,834.72
Intelli-Flex Inc.	Avaya, New System	\$106,855.89
Blue Violet Networks	MiTel, New System	\$95,809.25
Vertical Comm. Inc.	MiTel, New System	\$130,050.32
UniVoIP	MiTel, New System	\$108,526.00
UniVoIP	Hosted/Cloud, New System	\$8,175(Upfront) + \$5,842/Month
Jive Comm. Inc.	Hosted/Cloud, New System	\$23,733.49(Upfront) + \$4,334.83/Month

<b>City of Calabasas VoIP TCO Comparison</b>				
<b>Proposed Solution</b>	<b>Deployment + 1st Yr Maintenance</b>	<b>Annual Maintenance</b>	<b>3-Year TCO</b>	<b>5-Year TCO</b>
CISCO(NIC) - Core HW/SW UPG	\$56,029.09	\$6,340.00	\$68,709.09	\$81,389.09
ShoreTel (InteleSysOne) - New (Originally Proposed)	\$86,261.91	\$4,620.00	\$93,821.91	\$101,969.91
ShoreTel (InteleSysOne) - New (with options equivalent to CISCO proposal and with trade-in discount)	\$85,951.84	\$5,912.60	\$96,594.52	\$106,054.68

**PROFESSIONAL SERVICES AGREEMENT**

(City of Calabasas / NIC Partners, Inc.)

**1. IDENTIFICATION**

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into by and between the City of Calabasas, a California municipal corporation (“City”), and NIC Partners, Inc., 11981 Jack Benny Dr., Suite 103, Rancho Cucamonga, CA 91739, a California Corporation (“Consultant”).

**2. RECITALS**

- 2.1 City has determined that it requires the following professional services from a consultant: Upgrade existing CISCO IP Telecommunications System at Calabasas City Hall and Library.
- 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 30, 2015 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 30, 2015 fee schedule to City attached hereto as Exhibit B and incorporated herein by this reference.
- 3.3 “Commencement Date”: May 28, 2015.
- 3.4 “Expiration Date”: May 27, 2016.

**4. TERM**

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

**5. CONSULTANT'S SERVICES**

- 5.1 Consultant shall perform the services identified in the Scope of Services. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement. In no event shall the total compensation and costs payable to Consultant under this Agreement exceed the sum of seventy-six thousand, eight hundred dollars (\$76,800.00) 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. Steve Sable shall be Consultant's project administrator and shall have direct responsibility for management of Consultant's performance under this Agreement. No change shall be made in Consultant's project administrator without City's prior written consent.

**6. COMPENSATION**

- 6.1 City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept in full satisfaction for such services, payment in accordance with the Approved Fee Schedule.
- 6.2 Consultant shall submit to City an invoice, on a monthly basis or less frequently, for the services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period and the amount due. Within ten business days of receipt of each invoice, City shall notify Consultant in writing of any disputed amounts included on the invoice. Within thirty calendar days of

receipt of each invoice, City shall pay all undisputed amounts included on the invoice. City shall not withhold applicable taxes or other authorized deductions from payments made to Consultant.

- 6.3 Payments for any services requested by City and not included in the Scope of Services shall be made to Consultant by City on a time-and-materials basis using Consultant's standard fee schedule. Consultant shall be entitled to increase the fees in this fee schedule at such time as it increases its fees for its clients generally; provided, however, in no event shall Consultant be entitled to increase fees for services rendered before the thirtieth day after Consultant notifies City in writing of an increase in that fee schedule. Fees for such additional services shall be paid within sixty days of the date Consultant issues an invoice to City for such services.

## **7. OWNERSHIP OF WRITTEN PRODUCTS**

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

## **8. RELATIONSHIP OF PARTIES**

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

## **9. CONFIDENTIALITY**

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

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

- 11.5 At all times during the term of this Agreement, Consultant shall maintain on file with City's Risk Manager a certificate or certificates of insurance showing that the aforesaid policies are in effect in the required amounts and naming the City and its officers, employees, agents and volunteers as additional insureds. Consultant shall, prior to commencement of work under this Agreement, file with City's Risk Manager such certificate(s).
- 11.6 Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages.
- 11.7 The General Liability Policy of insurance required by this Agreement shall contain an endorsement naming City and its officers, employees, agents and volunteers as additional insureds. The General Liability Policy required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty days' prior written notice to City. Consultant agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.
- 11.8 The insurance provided by Consultant shall be primary to any coverage available to City. Any insurance or self-insurance maintained by City and/or its officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.
- 11.9 All insurance coverage provided pursuant to this Agreement shall not prohibit Consultant, and Consultant's employees, agents or subcontractors, from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against the City.
- 11.10 Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of City, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Consultant shall procure a bond 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: Deborah Steller  
Telephone: (818) 224-1600  
Facsimile: (818) 225-7363

If to Consultant:

NIC Partners, Inc.  
11981 Jack Benny Drive, Suite 103  
Rancho Cucamonga, CA 91739  
Attn: Steve Sable  
Telephone: (909) 919 - 2809  
Facsimile: (909) 919 - 2859

With courtesy copy to:

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

**16. SURVIVING COVENANTS**

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

**17. TERMINATION**

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

**18. GENERAL PROVISIONS**

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

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

- 18.4 The waiver by City or 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.

**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”**  
**NIC Partners, Inc.**

By: \_\_\_\_\_  
Lucy M. Martin, Mayor

By: \_\_\_\_\_  
Andy Cuberly, Director of Operations

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

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

By: \_\_\_\_\_  
David Schuler, Director of Sales

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

Attest:

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

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

Approved as to form:

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

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

## EXHIBIT A SCOPE OF WORK

See attached Request for Proposal (RFP) Issued to Telecommunications System Select for the City of Calabasas for scope of services.

NIC Partners' proposed solution to the scope of services is proprietary and confidential and is on record with the Calabasas City Clerk's Office.

The projected new system switch over time is no later than July 6, 2015. Any delay beyond July 6, 2015, should be authorized by the City in written form.

**EXHIBIT B**  
**APPROVED FEE SCHEDULE**

NIC Partners' solution to the scope of services is proprietary and confidential and is on record with the Calabasas City Clerk's office. The total solution is in an amount not to exceed \$76,800.00.



**CITY of CALABASAS**

**CITY COUNCIL AGENDA REPORT**

---

**DATE:** MAY 12, 2015  
**TO:** HONORABLE MAYOR AND COUNCILMEMBERS  
**FROM:** MARICELA HERNANDEZ, MMC, CITY CLERK *Marc*  
**SUBJECT:** COUNCIL LIAISON AND EXTERNAL COMMITTEE APPOINTMENTS  
**MEETING**  
**DATE:** MAY 27, 2015

---

**SUMMARY RECOMMENDATION:**

The Council made appointments of Council Liaisons and external committees at their April 29, 2015 Workshop.

**RECOMMENDATION:**

That the City Council approve and confirm the Council liaisons and external committee appointments.

**ATTACHMENTS:**

Council liaison and external committee appointment lists.

**Council Liaisons Appointments  
April 29, 2015**

ITEM 13 ATTACHMENT

<b>Budget Liaison</b>	<b>Mayor Martin Councilmember Shapiro</b>
<b>Cityhood 25<sup>th</sup> Anniversary</b>	<b>Mayor pro Tem Bozajian Councilmember Gaines</b>
<b>Commission Procedures/Council Protocols</b>	<b>Mayor pro Tem Bozajian Councilmember Gaines</b>
<b>Economic Development</b>	<b>Councilmember Shapiro Councilmember Gaines</b>
<b>Emergency Preparedness Task Force</b>	<b>Councilmember Shapiro Councilmember Maurer</b>
<b>Open Space Liaison</b>	<b>Councilmember Maurer Mayor pro Tem Bozajian</b>
<b>Schools Area Traffic Safety Committee</b>	<b>Mayor Martin Councilmember Shapiro</b>
<b>School Site Liaisons</b>	<b>Mayor Martin Councilmember Gaines</b>
<b>Senior Taskforce</b>	<b>Councilmember Shapiro Councilmember Maurer</b>
<b>Special Olympics</b>	<b>Councilmember Gaines Councilmember Maurer</b>

**Council External Committee Appointments  
April 29, 2015**

<a href="#"><u>Agoura Hills/Calabasas Community Center Joint Powers Authority Board</u></a>	Mayor pro Tem Bozajian Mayor Martin (Alternate)
<a href="#"><u>Calabasas Chamber of Commerce</u></a>	Mayor Martin Councilmember Gaines (Alternate)
<a href="#"><u>California Contract Cities Association</u></a>	Mayor pro Tem Bozajian
<a href="#"><u>California Joint Powers Insurance Authority</u></a>	Mayor Martin Mayor pro Tem Bozajian (Alternate)
<a href="#"><u>Economic Alliance of the San Fernando Valley Board of Directors</u></a>	Councilmember Gaines Councilmember Shapiro (Alternate)
<a href="#"><u>Headwaters Corner Interpretive Center Board of Directors</u></a>	Councilmember Maurer Mayor Martin (Alternate)
<a href="#"><u>Las Virgenes – Malibu Council of Governments</u></a>	Mayor Martin Councilmember Maurer (Alternate)
<a href="#"><u>League of California Cities, Los Angeles Division</u></a>	Councilmember Maurer Councilmember Shapiro (Alternate)
<a href="#"><u>Los Angeles County City Selection Committee</u></a>	Mayor Martin Mayor pro Tem Bozajian (Alternate)
<a href="#"><u>Santa Monica Mountains Conservancy Advisory Board</u></a>	Councilmember Maurer
<a href="#"><u>Southern California Association of Governments (SCAG)</u></a>	Mayor Martin
<a href="#"><u>Valley Industry Commerce Association (VICA)</u></a>	Councilmember Gaines



CITY of CALABASAS

CITY COUNCIL AGENDA REPORT

---

**DATE:** MAY 12, 2015

**TO:** HONORABLE MAYOR AND COUNCILMEMBERS

**FROM:** SCOTT H. HOWARD, CITY ATTORNEY  
MARICELA HERNANDEZ, MMC, CITY CLERK *More*

**SUBJECT:** ADOPTION OF RESOLUTION NOS. 2015-1460 AND 2015-1461 FOR THE SUBMISSION TO THE VOTERS A BINDING QUESTION RELATING TO OPEN SPACE FOR THE NOVEMBER 3, 2015, GENERAL MUNICIPAL ELECTION

**MEETING DATE:** MAY 27, 2015

---

**SUMMARY RECOMMENDATION:**

Adoption of resolutions for the submission to the voters a binding question relating to open space necessary for the November 3, 2015 General Municipal Election.

**BACKGROUND:**

Pursuant to City Council direction, staff has prepared the following resolutions for Council consideration.

**Resolution No. 2015-1460** – A resolution for the submission to the voters a binding question relating to open space addresses the language of the question which will appear on the ballot as designated in the resolution. This measure would remove the sunset date of November 8, 2030.

**Resolution No. 2015-1461** - Directs the City Attorney to prepare an impartial analysis regarding the Open Space question. The City Attorney recommends

provision for an impartial analysis if the question appears on the ballot as this is an important means to provide information to the electorate. However, there is a printing cost for such an analysis.

While optional, if the City Council wishes to establish priorities for arguments, it must adopt a resolution at the same time as the resolution calling the election. The City Council has the right to designate some or all of its members to author and sign primary arguments and, if it does so, the designated members will have the right to author those arguments. If it does not, the arguments will be written by bona fide associations of City voters (second priority behind designated Councilmembers) or individual voters (third priority).

Only one argument in favor and one argument against the measure will be placed in the sample ballot and neither may exceed 300 words in length. Pursuant to Election Code Section 9287, if more than one argument for or more than one argument against the measure is submitted to the City Clerk within the time prescribed, the City Clerk shall select one of the arguments in favor and one of the arguments against the measure for printing and distribution to the voters. In selecting the argument, the City Clerk shall give preference and priority, in the order named, to the arguments of the following:

1. The City Council or any member or members of the City Council authorized by it;
2. The individual voter, or bona fide association of citizens, or combination of voters and associations, who are the bona fide sponsors or proponents of the measure [inapplicable to a Council-generated measure];
3. Bona fide associations of citizens;
4. Individual voters who are eligible to vote on the measure.

**REQUESTED ACTION:**

That the City Council review the attached resolutions and, if consistent with the desires of the Council, adopt Resolution Nos. 2015-1460 and 2015-1461.

**ATTACHMENTS:**

- A. Resolution No. 2015-1460 and Resolution No. 2015-1461
- B. Notice of Exemption

**ITEM 14 ATTACHMENT A  
RESOLUTION NO. 2015-1460**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CALABASAS, CALIFORNIA CALLING AND GIVING NOTICE OF THE HOLDING OF A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 3, 2015, FOR THE SUBMISSION TO THE VOTERS A QUESTION RELATING TO OPEN SPACE PRESERVATION.**

**WHEREAS**, the City Council of the City of Calabasas, California desires to submit to the voters at a General Municipal Election a question relating to the preservation of open space in the City; and

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CALABASAS, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:**

**SECTION 1.** That pursuant to the requirements of the laws of the State of California relating to General Law Cities, there is called and ordered to be held in the City of Calabasas, California, on Tuesday, November 3, 2015, a General Municipal Election for the purpose of submitting the following question:

Shall Ordinance number 2015-325 be adopted to eliminate the November 8, 2030 sunset date in Ordinance No. 2005-225 and therefore permanently continue the requirement to protect and preserve the existing areas of Open Space in Calabasas by two-thirds voter approval before designated open space land in the City may be re-designated for another use?	YES	
	NO	

**SECTION 2.** That the complete text of the proposed ordinance submitted to the voters is attached as Exhibit A to this resolution.

**SECTION 3.** That the ballots to be used at the election shall be in form and content as required by law.

**SECTION 4.** That the City Clerk is authorized, instructed and directed to procure and furnish any and all official ballots, notices, printed matter and all supplies, equipment and paraphernalia that may be necessary in order to properly and lawfully conduct the election.

**SECTION 5.** That the polls for the election shall be open at seven o'clock a.m. of the day of the election and shall remain open continuously from that time until eight o'clock p.m. of the same day when the polls shall be closed, except as provided in Section 14401 of the Elections Code of the State of California.

**SECTION 6.** That in all particulars not recited in this resolution, the election shall be held and conducted as provided by law for holding municipal elections.

**SECTION 7.** That notice of the time and place of holding the election is given and the City Clerk is authorized, instructed and directed to give further or additional notice of the election, in time, form and manner as required by law.

**SECTION 8.** That the City Clerk shall certify to the adoption of this resolution and shall cause the same to be processed in the manner required by law.

**PASSED, APPROVED AND ADOPTED** this 27<sup>th</sup> day of May, 2015.

\_\_\_\_\_  
Lucy M. Martin, Mayor

ATTEST:

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

APPROVED AS TO FORM:

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

RESOLUTION NO. 2015-1460 EXHIBIT A

17.16.030 - Voter approval required for redesignation of open space for non-open space use.

A. Voter approval required as follows:

1. No amendment to the General Plan or any specific plan that would redesignate for non-open space use of any property in the city designated OS-R or OS-RP by the Land Use Map of the Calabasas General Plan, adopted on December 10, 2008 by Resolution Number 2008-1159 shall be effective for any purpose until that amendment has been approved by two-thirds of the voters of the city casting votes on the question. Prior to the placement of such amendment on the ballot, the city shall follow the procedures required by local, state, and federal law, including the California Environmental Quality Act, Public Resources Code Sections 21000 et seq. f. Such an amendment may take effect only upon two-thirds approval of those casting votes on the question.
2. No amendment to the General Plan or any specific plan that would redesignate for non-open space use any property in the city designated PF-R by the Land Use Map of the Calabasas General Plan, adopted on December 10, 2008 by Resolution Number 2008-1159 shall be effective for any purpose without compliance with the applicable requirements of California law related to the protection of park lands, including Government Code Sections 25550.7, 37111, 37111.1, 38440 through 38462, 38501 through 38510 and Public Resources Code Sections 5400 et seq. If any future amendment of these sections reduce or eliminate requirements for a supermajority council vote or for a vote of the city's electorate, then such supermajority council vote or vote of the electorate shall continue to be required for the redesignation for non-open space use of property in the city designated PF-R.

B. Subsection (A) of this section shall not apply to:

1. Amendments determined by the council, on the advice of the city attorney, to be necessary to avoid an unconstitutional taking of private property or otherwise required by law;
2. Reorganization, renumbering or updating elements of the General Plan in accordance with state law, provided that such actions do not reduce the property designated OS-R, OS-RP, and PF-R; or
3. Amendments which facilitate any of the following land uses: uses permitted in the PF land use district; uses in support of open space uses such as bus shelters, parking facilities, and comfort stations; and public utility facilities (e.g., antennae and pipelines).

C. Any land designated OS-R, OS-RP or PF-R after July 20, 2005 shall become subject to the requirements of this section upon such designation.

~~D. This section shall be of no further force and effect on and after November 8, 2030, unless it is sooner readopted, repealed or amended by the voters of the city.~~



CITY of CALABASAS

ITEM 14  
ATTACHMENT B

Community Development Department  
Planning Division  
100 Civic Center Way  
Calabasas, CA 91302  
T: 818.224.1600

www.cityofcalabasas.com

## Notice of Exemption

To:  County Clerk, County of Los Angeles  
12400 East Imperial Highway, Room 2001  
Norwalk, CA 90650

Office of Planning and Research  
1400 Tenth Street, Room 121  
Sacramento, California 95814

SUBJECT: FILING OF NOTICE OF EXEMPTION IN COMPLIANCE WITH SECTION 15062 OF THE CALIFORNIA CODE OF REGULATIONS

Project Title/File No.: Ballot Initiative Regarding Preservation of Designated Open Space Lands  
Project Location: Citywide, in the City of Calabasas, County of Los Angeles.  
Project Description: A proposed ordinance amendment (by ballot measure) which would eliminate a year 2030 sunset date for an existing local law requiring two-thirds majority approval by the voters of any re-designation of open space lands to any other land use(s).  
Name of approving public agency: City of Calabasas City Council  
Project Sponsor: City of Calabasas, 100 Civic Center Way, Calabasas, CA 91302

Exempt Status:  Ministerial (Sec. 21080(b)(1); 15268)  
 Declared Emergency (Sec. 21080(b)(3); 15269(a))  
 Emergency Project (Sec. 21080(b)(4); 15269(b)(c))  
 Categorical Exemption – Sections 15307 and 15308  
 Statutory Exemption - Section 15061(b)(3).

Reason(s) why Project is exempt: Section 15061(b)(3) of the CEQA Guidelines exempts projects “where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment.” This project will simply place a measure on the ballot, for consideration by the voting public, which would extend the timeframe of an existing open space protection requirement.  
Class 7 (CEQA Guidelines Section 15307) consists of “actions taken by regulatory agencies, as authorized by state law or local ordinance, to assure the maintenance, restoration, or enhancement of a natural resource where the regulatory process involves procedures for protection of the environment.” The proposed open space protection measure will assure the maintenance of open spaces in the city, which are a significant local and regional natural resource.  
Class 8 (CEQA Guidelines Section 15308) consists of “actions taken by regulatory agencies, as authorized by state law or local ordinance, to assure the maintenance, restoration, enhancement, or protection of the environment, where the regulatory process involves procedures for protection of the environment.” The proposed open space protection measure will assure the continued maintenance and protection of open spaces throughout the city.

City of Calabasas Planning Division  
**Notice of Exemption**

---

**Lead Agency/Contact Person:**

Thomas M. Bartlett, AICP, City Planner, City of Calabasas Planning Division, 100 Civic Center Way, Calabasas, CA 91302.

**Date:**

May 12, 2015

**Signature:**



Thomas M. Bartlett

**Title:** City Planner

**Phone:** 818-224-1703

**Date received for filing and posting:** \_\_\_\_\_



**CITY *of* CALABASAS**

**CITY COUNCIL AGENDA REPORT**

---

**DATE: MAY 18, 2015**

**TO: HONORABLE MAYOR AND COUNCILMEMBERS**

**FROM:  ROBERT YALDA, P.E., T.E., PUBLIC WORKS DIRECTOR/CITY ENGINEER  
MARINA ISSAKHANI, ENVIRONMENTAL CONSULTANT**

**SUBJECT: A DISCUSSION, PRESENTATION AND DIRECTION TO STAFF FROM  
THE CITY COUNCIL TO PROCEED WITH THE CITY'S SOLID WASTE  
FRANCHISE AGREEMENT REQUEST FOR PROPOSAL (RFP)**

**MEETING**

**DATE: MAY 27, 2015**

---

**SUMMARY RECOMMENDATION:**

That the City Council receives and files the attached report, and provides direction to Staff to proceed with the RFP process.

**BACKGROUND:**

Under the direction of City Council, Staff and Solid Waste Consultant have prepared a draft Request for Proposal for solid waste collection services. The RFP gives the City the following three options in issuing an Agreement(s).

- 1.) Combined Agreement for Residential, Commercial, and Temporary Roll-off Services.
- 2.) Combined or separate Agreement for Residential and Commercial Services with an exclusive agreement for Temporary Roll-off Services.
- 3.) Combined or separate Agreement for Residential and Commercial Services with an open permit system for Temporary Roll-off Services.

A PowerPoint presentation has been prepared by Dave Davis to discuss these options as well as the proposed scope of services included in the draft agreement.

**FISCAL IMPACT/SOURCE OF FUNDING:**

There is no fiscal impact associated with this report.

**REQUESTED ACTION:**

That the City Council receives and files the attached report, and provides direction to Staff to proceed with the RFP process.

**ATTACHMENTS:**

Attachment A: Solid Waste Franchise RFP PowerPoint Presentation

Attachment B: Draft RFP package



CITY *of* CALABASAS

# Solid Waste RFP

**David L. Davis**



**Solid Waste Consultants  
to Local Government**

# Overview

---

- **Presentation of RFP**
  - **Goals, approach, process, and schedule**
- **Confirmation of policy direction**
  - **Temporary Rolloff – exclusive or open**
  - **SFR and Commercial – combined or separate**
  - **Solicit incremental cost for enhanced diversion**



# Presentation of RFP

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- 1. Goals and approach**
- 2. Process and schedule**
- 3. Background information**
- 4. Scope of service and key terms**
- 5. Proposal requirements**



# Temporary Rolloff Service

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- **Exclusive:**
  - Less administrative burden
  - More accountability for meeting diversion goal
- **Open competition**
  - Same amount of vehicle trips as exclusive
  - More immediate downward pressure on rates



# SFR and Commercial

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- **Solicit rates on combined basis:**
  - More synergy between cart and bin collection
  - More flexibility in allocating profit
- **Solicit rates for on separate basis:**
  - City can understand true cost of each sector
  - City has flexibility to to mix 'n match



# Enhanced Diversion Commitments

---

- **Proposers asked to offer higher diversion guarantees in exchange for rate premium**
  - **Incremental premium percentages (e.g.,5%) are linked to enhanced diversion guarantees**
  - **Where else they have achieved a similar diversion goal?**



**Draft**

**REQUEST FOR PROPOSALS**

**FOR**

**SOLID WASTE AND RECYCLABLES COLLECTION**



**CITY *of* CALABASAS**

Distributed on May 29, 2015

Proposals Due on

Friday, July 31, 2015 at 3:00 p. m.

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Appendix A – Rate Proposal Forms and Instructions

Appendix B – Draft Franchise Agreement

## Section 1 INTRODUCTION

### 1.1 SOLID WASTE PROGRAM GOALS

The City of Calabasas (City) is requesting proposals from companies that have demonstrated experience in providing solid waste collection services to local governments. Firms who place a high priority on customer service and the diversion of waste from landfill disposal are encouraged to submit a proposal. The goals of the City's solid waste management program are to:

- Deliver safe, reliable, high-quality collection service at competitive rates;
- Provide state-of-the-industry services that maximize the value of recovered resources, minimize the amount of waste landfilled, and protect the environment, and;
- Minimize administrative burden on City staff

### 1.2 SOLID WASTE PROGRAM BACKGROUND

Prior to 2009, the City arranged for refuse collection service through a non-exclusive permit system, in which several haulers openly competed for residential and commercial customers. In 2009, the City ended the non-exclusive system, and awarded three exclusive franchise agreements. The City awarded one exclusive agreement for each of the three service sectors shown below in Table 1.

Table 1 Exclusive Franchise Agreements

Current Agreement	Service Sector	Current Service Provider
Cart Collection Services Agreement	Cart Collection Service to Single-family and Multi-family Customers	Waste Management
Container Collection Services Agreement <sup>1</sup>	Regular Bin Collection Service to Multi-family and Commercial Customers; Regular Rolloff Collection Service to Commercial Customers	Waste Management
Temporary Collection Services Agreement	Temporary Bin and Rolloff Collection Service to Construction & Demolition Customers	Recology

---

<sup>1</sup> In this RFP, the draft agreement to replace the Container Collection Services Agreement has been renamed the Regular Bin and Rolloff Collection Agreement to more accurately describe the services it covers.

In 2007, the City adopted a resolution to achieve a 75% diversion goal by 2012. This goal was incorporated into each of the three franchise agreements that were awarded in 2009. In each agreement, the basis of measurement for the 75% diversion goal is limited to only the material handled by the service provider; it does not take into account any 'upstream' or 'third party' waste prevention or diversion.

### **1.3 CITY'S COMMITMENT TO ENVIRONMENTAL STEWARDSHIP**

The City has a high commitment to environmental stewardship. In addition to the 75% diversion goal, the City has adopted additional solid waste-related ordinances.

- In 2007, the City adopted an ordinance banning the use of expanded polystyrene (Styrofoam) for food packaging.
- In 2011, the City approved an ordinance to ban the use of single-use carryout plastic bags in supermarkets and convenience stores.

In alignment with its commitment to environmental stewardship, the City seeks to include state-of-the industry best management practices in its new solid waste franchise agreement(s).

### **1.4 PROCUREMENT OBJECTIVES**

In this procurement, the City has several objectives:

1. Conduct a fair and transparent procurement process to obtain the greatest value in solid waste handling services for the City's residents and businesses.
2. Provide the City with the flexibility to:
  - a. award a combination of two or three exclusive contracts for the three customer sectors (e.g., cart collection, regular bin and rolloff, and temporary bin and rolloff (C&D) collection), or,

- b. award a single exclusive contract to one service provider for all three service sectors.
3. Understand the incremental cost of certain optional state-of-the-industry waste management programs such as door to door HHW collection, and commercial organics collection.
4. Understand the incremental rate premium required by proposers to guarantee the achievement of higher diversion goals.

### 1.5 PROCUREMENT APPROACH

To achieve these procurement objectives, the City has prepared rate proposal forms (included in Appendix A) that enable proposers to offer price proposals for each service sector individually, and to offer package pricing for a single agreement or a combination of the service sectors shown in Table 1.

The City is requesting that proposers submit separate price proposals for each service sector, as well as package pricing for the award of two or all three service sectors to a single proposer. However, proposers are not required to submit proposals for all three service sectors.

The City is also requesting that proposers submit separate cost proposals for certain optional state-of-the-industry waste management programs such as door to door HHW collection, and commercial organics collection.

Finally, the City is requesting rate proposals that correspond to guaranteeing the achievement of a 'base' diversion goal for each agreement. In addition, the City is requesting that proposers submit proposals for rate premiums that correspond to guaranteeing the achievement of diversion goals that are higher than the 'base' diversion goal for each agreement.

The purpose for gathering this information from proposers is to give the City the market information it needs to negotiate one or more franchise agreements that represent the greatest value to the City.

## 1.6 DRAFT FRANCHISE AGREEMENT

To provide proposers with an understanding of the contract terms under which they will provide service, the City has prepared a draft franchise agreement, which is included in Appendix B. This draft agreement can be divided into three separate franchise agreements; one agreement for each service sector. Most of the provisions in the draft franchise agreement will apply to a single agreement for all three service sectors, or to separate agreements for individual service sectors.

However, certain provisions of the draft agreement pertain only to particular service sectors. These provisions that are unique to a particular service sector are designated within the draft agreement as shown below in Table 2.

Table 2                      **Designated Sections of Draft Franchise Agreement**

<b>Draft Franchise Agreement Provisions that Pertain Only to the:</b>	<b>Are:</b>
Cart Collection Services Agreement	Highlighted in Yellow
Regular Bin and Rolloff Collection Agreement	<u>Underlined</u>
Temporary Bin and Rolloff Collection Agreement	<i>Italicized</i>

In the event that the City elects to negotiate and award any separate franchise agreements, the City will use the draft franchise agreement in Appendix B as the basis for preparing those separate agreements.

## Section 2 **RFP PROCESS**

### 2.1 **OVERVIEW**

This RFP outlines the City's procurement process, provides background information about the City, summarizes the scope of services and key contract terms, and describes the information that proposers must include in their proposals.

### 2.2 **PROPOSERS LIST**

Potential proposers who are interested in receiving answers to questions, or amendments related to this RFP should send an email to Marina Issakhani at [missakhani@cityofcalabasas.com](mailto:missakhani@cityofcalabasas.com) and request to be placed on the proposers list.

### 2.3 **MANDATORY PRE-PROPOSAL MEETING**

All proposers must attend a pre-proposal meeting on Thursday, June 18, 2015 at 10:00 a.m. The pre-proposal meeting will be held in The Founders Hall in the Civic Center Library at 200 Civic Center Way (next door to City Hall). The City reserves the right to reject proposals received from proposers that do not attend the pre-proposal meeting. The City requests that interested proposers RSVP for the mandatory pre-proposal to Marina Issakhani by Friday, June 5, 2015.

### 2.4 **SCHEDULE**

The City intends to procure new solid waste collection services according to the schedule shown on the following page in Table 3.

**Table 3 Procurement Schedule**

Activity/Event	Date
City releases RFP	Friday, May 29, 2015
Proposers RSVP for mandatory pre-proposal meeting	Friday, June 5, 2015
Deadline for proposers to submit questions that will be addressed at the pre-proposal meeting	Friday, June 12, 2015
City conducts mandatory pre-proposal meeting and provides answers to first round of written questions	10:00 am Thursday, June 18, 2015
City issues summary of responses provided at the pre-proposal meeting and RFP addendum if necessary	Friday, June 26, 2015
Deadline for proposers to submit any final follow-up written questions	Friday, July 10, 2015
City issues answers to any follow-up questions.	Friday, July 17, 2015
<b>Proposers submit proposals</b>	<b>3:00 pm Friday, July 31, 2015</b>
Evaluation committee reviews proposals and interviews shortlisted proposer(s)	Friday, August 28, 2015
Evaluation committee recommends finalist proposer(s) to City Council.	Wednesday, September 9, 2015
City Council selects contractor(s)	Wednesday, October 14, 2015
City completes negotiations with contractor(s)	Friday, October 30, 2015
City Council approves collection agreement(s)	Wednesday, November 18, 2015
Selected contractor(s) begin new service	Tuesday, March 1, 2016

## 2.5 PROPOSAL TERMS AND CONDITIONS

By submitting a proposal and participating in this procurement process, proposers agree to the following terms and conditions:

### City's Rights

The City's rights include, but are not limited to, the following:

- Withdrawing, reissuing or modifying the RFP.
- Requesting clarification and/or additional information from any proposer at any point in the procurement process.

- Executing any or all of the draft agreements with a proposer (or proposers) on the basis of the original proposals and/or any other information submitted by the proposers during the procurement process.
- Rejecting any or all proposals, waiving irregularities in any proposals, or waiving any requirements of the RFP.
- Negotiating with more than one proposer or other service provider, either sequentially or simultaneously, for all or any of the services or contracts in this RFP.
- Accepting a proposal that may not offer the lowest cost but offers the best overall value to the City.

### **Proposer's Responsibilities**

It is the responsibility of each proposer to do the following before submitting its proposal:

- Thoroughly examine this RFP, including the draft agreement and any amendments.
- Become familiar with local conditions that may affect cost, permitting, progress, performance, or services described in this RFP and the attached agreement, including inspection of the City's terrain, streets and service locations.
- Consider all federal, state and local laws, statutes, ordinances, regulations and other applicable laws that may affect costs, permitting, progress, performance, or services.
- Clarify, with the City, any conflicts, errors, or discrepancies in this RFP.
- Agree not to collaborate or discuss with other proposers the content of the proposal or the service fees proposed.
- Direct all questions or comments about this RFP via emails only to:

Marina Issakhani  
Recycling Coordinator  
City of Calabasas  
[missakhani@cityofcalabasas.com](mailto:missakhani@cityofcalabasas.com)

Failure to uphold these responsibilities may result in the proposer being precluded from further consideration.

### **Verification of Information**

The City, and its consultants or legal counsel, may be conducting reference checks on proposers that may involve contacting municipalities currently or previously served by proposer, as well as contacting regulatory agencies involved in the oversight of proposers' facilities and operations. In addition, the City may review the proposers' litigation history, regulatory actions, safety records, and diversion history. The proposer's submission of a proposal shall constitute an agreement to cooperate with such a review.

### **Consequence of Submission of a Proposal**

The submission of a proposal shall not be deemed an agreement between the proposer and the City. The proposal is a contractual offer by the proposer to perform services in accordance with the proposal. Acceptance of a proposal by the City obligates the proposer to enter into good faith negotiations based on the proposal submitted. Any agreement shall not be binding on the City unless and until it is executed by the City and the selected proposer, and any conditions precedent to its effectiveness have been satisfied.

### **Proposal Costs**

The cost of investigating, preparing and submitting a proposal is the sole responsibility of the proposer. The City will not reimburse any proposer for any costs associated with the preparation and submission of a proposal.

## **2.6 WRITTEN QUESTIONS**

All questions regarding the RFP must be sent via email to the City's contact person for this RFP, Marina Issakhani. To preserve the integrity of the RFP process and to ensure that all proposers are provided consistent information, interested parties are directed to refrain from contacting City staff or elected or appointed officials of the City. The City reserves the right to reject proposals from proposers who contact City staff or elected or appointed officials of the City after the date this RFP is issued.

## 2.7 PROPOSAL SUBMISSION

All proposals must be received by the City Clerk's office at the address below no later than 3:00 p.m. on Friday, July 31, 2015. Proposals received after this time and date will be returned unopened. Proposers must hand deliver proposal packages, and obtain a delivery receipt. Proposal packages shall be delivered to:

City Clerk  
City of Calabasas  
100 Civic Center Way  
Calabasas, CA 91302

### **Proposer shall submit:**

- One (1) bound, fully executed original;
- Nine (9) bound copies; and,
- One (1) CD or thumb drive with a PDF copy of the proposal

### **The package shall be clearly labeled:**

PROPOSAL FOR SOLID WASTE COLLECTION SERVICES  
FROM:  
Name of Proposer:  
Address:  
Contact Person:  
Cell Phone Number:

## 2.8 EVALUATION PROCEDURES AND CRITERIA

An evaluation team will be designated by the City. The evaluation team will conduct a detailed evaluation of the proposals, conduct reference checks, request additional information, score and rank the proposals, and prepare a recommendation to the City Council. During the process, proposers may be required to attend interviews, allow site

visits, and make presentations to the City. Proposals will be objectively evaluated based on criteria that may include, but not limited to, the following:

- Responsiveness
- Experience in serving local governments
- Waste diversion experience
- Technical proposal
- Safety record
- Exceptions taken to draft agreement
- Financial Resources
- Proposed rates

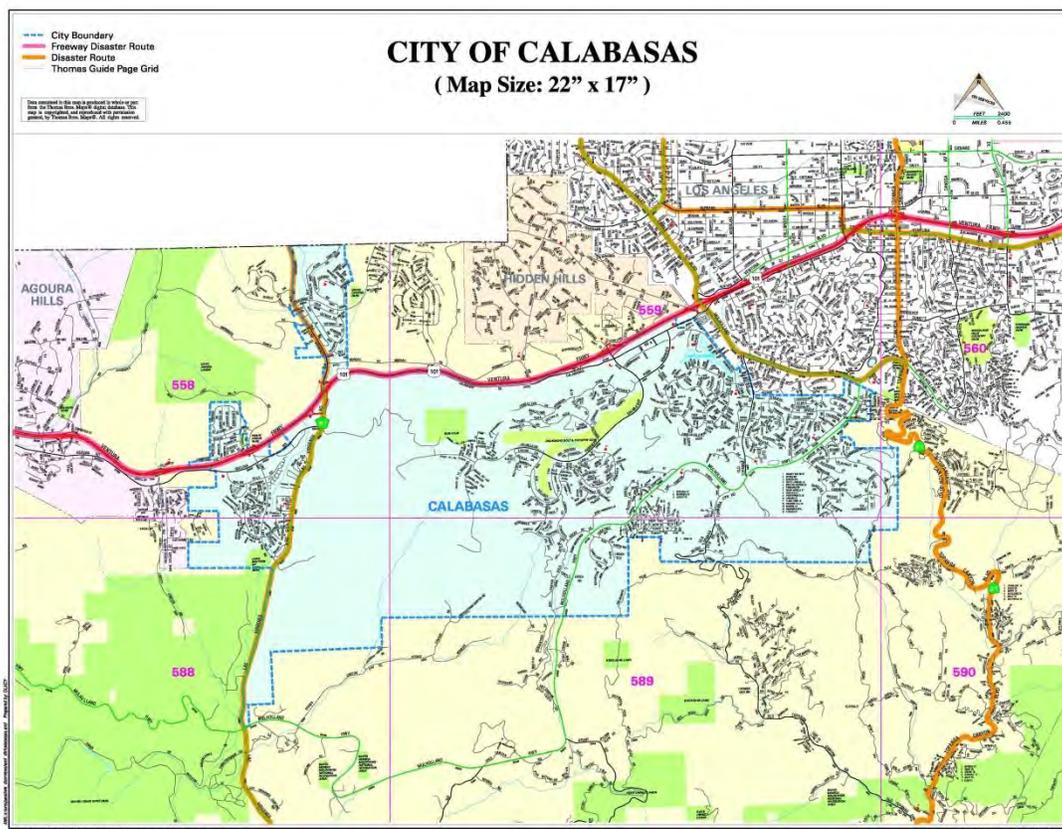
The evaluation team may recommend that the City negotiate with one or more proposers, and may recommend that the City enter into one, two or three franchise agreements for the various service sectors.

### Section 3 BACKGROUND INFORMATION

#### 3.1 GEOGRAPHIC INFORMATION

The City of Calabasas is located in Los Angeles County and includes approximately 13 square miles of hilly terrain. The City is predominately located south of US Route 101 and southwest of Mulholland Drive. The City is almost completely encircled by unincorporated land and divided by a state protected park. One small portion of the City borders the city of Los Angeles. The current city boundaries are shown below in Image 1.

**Image 1 – Street Map**



#### 3.2 DEMOGRAPHIC PROFILE

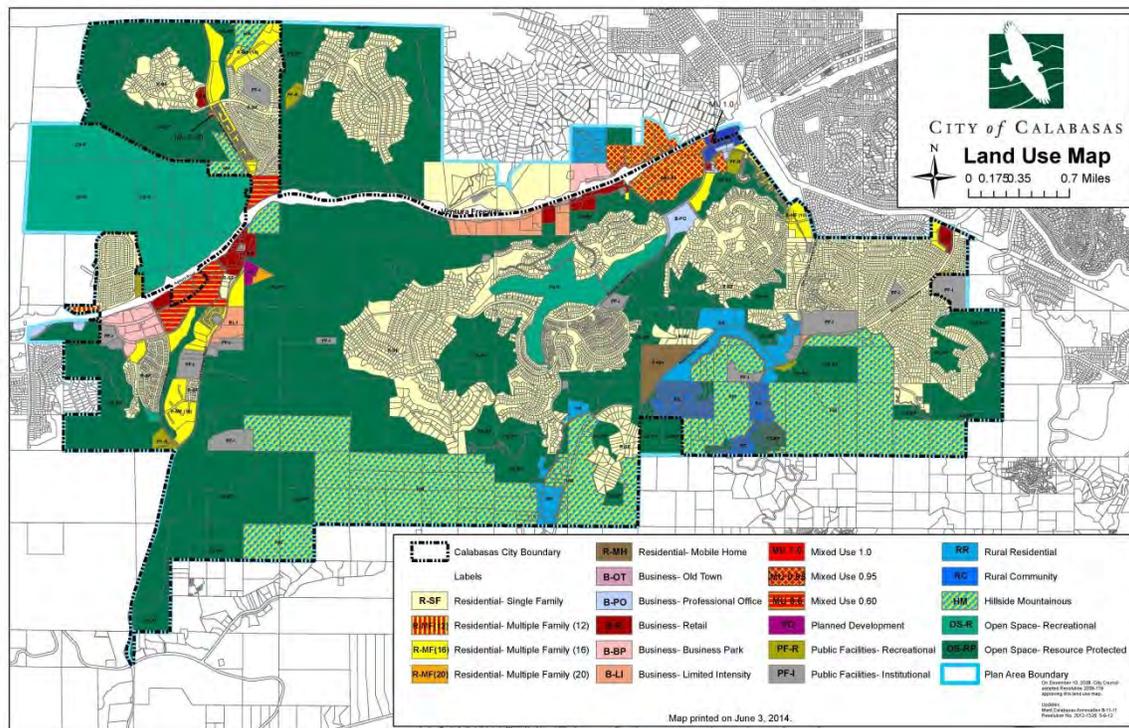
The City's current population is approximately 24,000. Since 2007, the City's population has grown by approximately 5%. There are approximately 17,200 jobs in the City. Since 2007, the number of jobs in the City has grown by approximately 10%. The median

household annual income is approximately \$125,000, and the median home value is approximately \$900,000. In 2013, the City was ranked as the 13<sup>th</sup> Safest City in California by Safewise.com.

### 3.3 LAND USE

Significant portions of the City are designated as open space. In 2005, residents overwhelmingly passed a local ballot initiative that preserved existing areas of open space by requiring two-thirds voter approval before any land in the City designated as open space may be used for another purpose. As a result, most future growth is expected to come from annexations of unincorporated areas that are within the City's sphere of influence. The land use map below in Image 2 shows the City's current boundaries (dotted line) and the boundaries of its sphere of influence (light blue line).

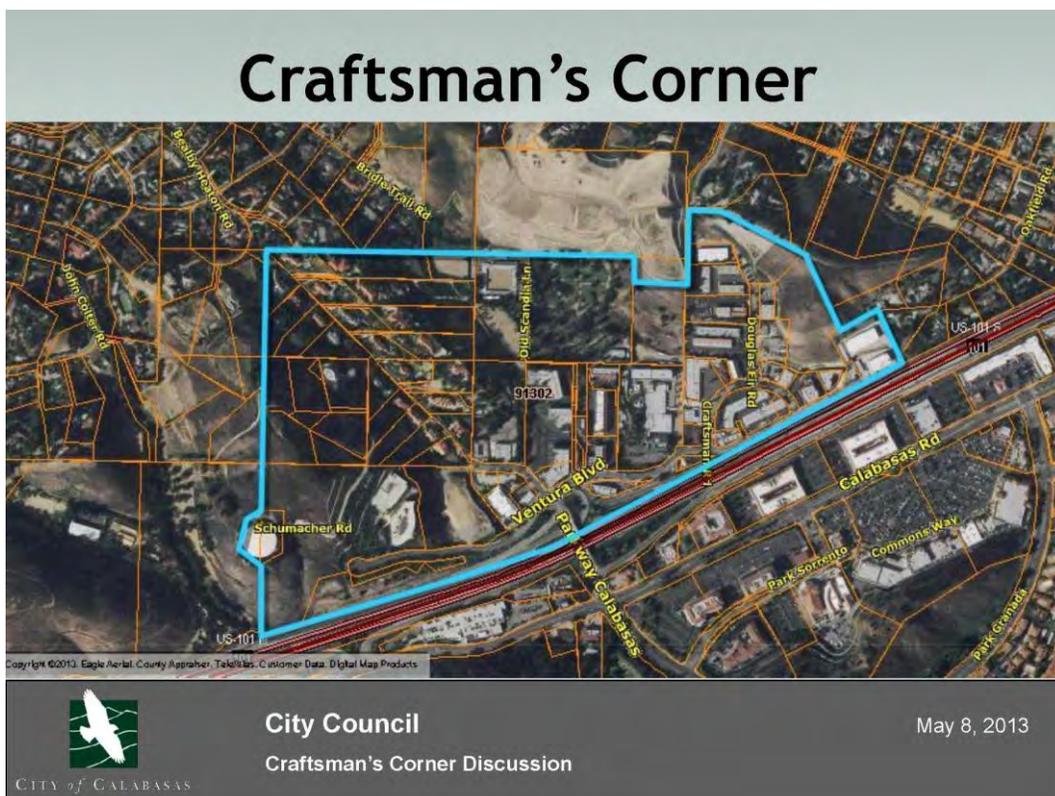
Image 2 – Land Use Map



### 3.4 PENDING ANNEXATIONS

The City is currently in the process of annexing two unincorporated areas into the City. The Agoura Hills Road Annexation includes 43 acres on Agoura Road east of Liberty Canyon Road. All of this land will be kept as open space with the exception of the two existing office buildings (Spirent and Kythera). The Craftman's Corner annexation entails approximately 145 acres north of US Route 101, which includes several retail, office, and multi-family premises. A map of the Craftman's Corner annexation is shown below in Image 3. The City expects the Agoura Road annexation to be complete by the end of 2015, and expects the Craftman's Corner annexation to be complete sometime in 2016. Upon annexation, customers in these areas will be subject to Section 2.4 of the franchise agreement, and Section 49520 et. seq. of the Public Resources Code.

Image 3 - Craftman's Corner Annexation



### 3.5 CURRENT CONTRACT EXPIRATION DATES

The Cart Collection Services Agreement and the Container Collection Services Agreement with Waste Management are set to expire on February 28, 2016. The Temporary Collection Services Agreement with Recology expired as of March 1, 2014 and is being extended on a month-to-month basis.

### 3.6 CURRENT CUSTOMER RATES

The current rates for the Cart Collection Service Agreement, Container Collection Services Agreement, and Temporary Collection Services Agreement are shown below and on the following pages in Tables 4, 5, 6, 7, and 8.

#### 3.6.1. CART COLLECTION SERVICES AGREEMENT

Table 4 **Current Monthly Residential Cart Rates**

<b>Curbside Service (rate per month):</b>			
Cart Size	Standard	Condos	Valet
32 gallon	\$15.58	\$12.04	\$33.43
64 gallon	\$23.36	\$19.83	\$41.22
96 gallon	\$28.55	\$25.01	\$46.40
<b>Service Options</b>			
Cutoff/Restart Fee			\$20.22
Credit Card Convenience Fee			\$8.09
Senior Discount			10%
Extra 96 gallon cart (rate per month)			\$8.31
Extra 64 gallon cart (rate per month)			\$5.20
Extra Pickup (Bags) on Pickup Day			\$3.03
Extra Pickup (Carts) on Pickup Day			\$5.06
Extra Pickup – Non-Pickup Day			\$25.28
Bulky Item Pickups - (4 items)			\$25.28
Additional Bulky Items			\$15.17
Electronics			\$25.28

**3.6.2. CONTAINER COLLECTION SERVICES AGREEMENT**

**Table 5 Current Monthly Regular Bin Rates**

Bin Size	Pickups Per Week					
	1	2	3	4	5	6
1.5 yard	\$73.74	\$147.49	\$221.23	\$294.97	\$368.72	\$442.46
3 yard	\$80.57	\$161.12	\$241.68	\$322.64	\$402.8	\$483.39
4 yard	\$87.38	\$174.75	\$259.10	\$349.51	\$436.88	\$524.26
6 yard	\$101.01	\$202.02	\$303.03	\$404.05	\$505.01	
Recycle bins are provided upon request at no charge						
<b>Commercial Service Options</b>						
Start Charge						\$16.17
Cut Off Restart Fee						\$20.21
Finance Charge						1.5%
Extra Pick Up Stab 1.5 yd. & 3 yd.						\$45.48
Extra Pick Up Pull Out 1.5 yd. & 3 yd.						\$65.69
Extra Pick Up Stab 4 yd.						\$50.53
Extra Pick Up Pull Out 4 yd.						\$65.69
Pull Out Service Per Bin						\$40.42
Bulky Item Pickup (for 2 items)						\$45.48
Additional Bulky Items (each)						\$15.16

**Table 6 Current Regular Rolloff Rates**

Description	Rate
Regular Rolloff Service (excluding disposal)	176.86 per load
Tipping Fee	\$65.50 per ton

**3.6.3. TEMPORARY COLLECTION SERVICES AGREEMENT**

**Table 7 Current Temporary Bin Rates**

Description	Rate
Temporary FEL Bin (2 – 6 cubic yards; includes disposal)	\$137.75 per load

**Table 8 Current Temporary Rolloff Rates**

Description	Rate
Temporary Rolloff Service (excludes disposal)	\$118.80 per load
Disposal Tipping Fee	\$43.32 per ton

### 3.7 SERVICE AND TONNAGE INFORMATION

The customer service and tonnage information in this section was obtained from the current haulers. The City has not confirmed its accuracy. It is presented for informational purposes only. If the proposer is awarded a franchise agreement to provide service in the City, the proposer’s actual customer service levels, and amount and type of tons collected, may be different, and those differences may be material. By submitting a proposal, the proposer agrees to hold the City harmless from any under-realized revenue or profit shortfall incurred by the proposer due to its reliance on this information.

#### 3.7.1. CART COLLECTION SERVICE

Table 9 below and Table 10 on the following page show the number of cart customers and amount of tons collected under the Cart Collection Agreement.

**Table 9 Customers and Extra Carts – Cart Collection Service**

Service Description	Number of Customers
<b>Basic Cart Service</b>	
32 gallon cart	649
64 gallon cart	1,862
96 gallon cart	740
<b>Condominium Cart Service</b>	
32 gallon cart	251
64 gallon cart	464
96 gallon cart	3
<b>Valet Service</b>	
32 gallon cart	345
64 gallon cart	687
96 gallon cart	1,548
<b>Total Cart Collection Customers</b>	
	<b>6,549</b>
<b>Extra Carts</b>	
	Number of Extra Carts
Extra 64 gallon carts – Basic/Condo	112
Extra 96 gallon carts – Basic/Condo	114
Extra 64 gallon carts – Valet	69
Extra 96 gallon carts – Valet	269

Table 10                    **Annual Tons and Diversion Rate – Cart Collection Service**

<b>Material Type</b>	<b>2013</b>	<b>2014</b>
Refuse	5,961	5,809
Recyclables	2,548	2,463
Organics	5,713	5,714
<b>Total</b>	<b>14,222</b>	<b>13,986</b>
Diversion Rate	58.1%	58.5%

**3.7.2. CONTAINER COLLECTION SERVICE AGREEMENT**

Tables 11 and 12 below show the number of FEL bins and permanent rolloff loads collected under the Container Collection Agreement. Table 13 further below shows the tons collected under the Container Collection Agreement, which includes tons from both FEL bins and rolloff loads.

Table 11                    **Number of FEL Bins**

<b>Bin Size</b>	<b>Pickups per Week</b>						<b>Total</b>
	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	
<b>2 yd</b>	1	0	0	0	0	0	1
<b>3 yd</b>	45	46	62	28	27	25	233
<b>4 yd</b>	3	6	3	0	3	9	24
<b>6 yd</b>	0	0	0	0	0	0	0
<b>Total</b>	49	52	65	28	30	34	258

Table 12                    **Number of Regular or ‘Permanent’ Rolloff Loads**

<b>Calendar Year</b>	<b>Number of Loads</b>
2013	354
2014	392

Table 13                    **Annual Tons – FEL and Permanent Rolloff**

<b>Material Type</b>	<b>2013</b>	<b>2014</b>
Refuse	6,846	6,851
Recyclables	4,131	3,806
Organics	167	195
<b>Total</b>	<b>11,144</b>	<b>10,852</b>
Diversion Rate	38.6%	36.9%

**3.7.3. TEMPORARY (C&D) ROLLOFF SERVICE**

Table 14 below shows the number of rolloff loads and tons collected under the Temporary Collection Services Agreement.

**Table 14            Number of Loads and Tons – Temporary (C&D) Rolloff Service**

<b>Calendar Year</b>	<b>Number of Loads</b>	<b>Number of Tons</b>
2013		
2014	617	3,602

#### Section 4 **SCOPE OF PROPOSED SERVICES AND KEY CONTRACT TERMS**

This section briefly describes the scope of service and the key terms of each of the service sectors for which the City is seeking proposals. The specific scope and terms are set forth in the draft franchise agreement in Exhibit B. As previously discussed, provisions of the draft agreement that are unique to a particular service sector are designated as described above in Table 2.

The summary below includes references to sections in the draft agreement. If there are differences between the summary of services described in this RFP and the draft franchise agreement in Exhibit B, the terms and conditions in the draft franchise agreement shall prevail.

##### 4.1 **CART COLLECTION FRANCHISE AGREEMENT**

###### 4.1.1. **CART COLLECTION - SERVICES**

The proposer that is awarded the Cart Collection Franchise Agreement will be responsible to provide the following services:

- Standard Curbside Service – automated collection of refuse, recyclables, and organics from single-family customers using a standard 3-cart system. Residents may choose from a 32, 64, or 96 gallon refuse cart. Recyclables and organics are collected using 64 gallon carts. (Section 5.2)
- Condo Curbside Service – automated collection of refuse and recyclables only (not organics) from condominiums and townhomes using a 2-cart system. Residents may choose from a 32, 64, or 96 gallon refuse cart. Recyclables are collected using a 64 gallon cart. (Section 5.2.5)
- Valet Service – on-premises walk-up collection of refuse, recyclables, and organics. For a higher monthly rate, residents may elect to have the hauler retrieve their carts from their premises each week, and return them after they are emptied. Several HOAs in the City require their members to subscribe to this service. For residents with disabilities that prevent them from setting out their carts, the

current Cart Agreement requires Waste Management to offer this service at the standard curbside rates. (Section 5.2.6)

- Bulky Waste Collection – upon request, provision of up to three (3) bulky item cleanups per year in which the contractor collects a limited amount of bulky waste set to the curb by residents. (Section 5.2.7)
- Holiday Tree Collection – collection of Christmas trees and other holiday greenery after December 25<sup>th</sup> through the third Saturday in January. (Section 5.2.8)
- Mulch Give-away – provision free compost to residents two (2) times per year. (Section 5.2.9)
- Move-in Service – upon request, provision of one (1) charge one-time collection of recyclable packaging material from residents within three (3) months of the start of new service. (Section 5.2.10)
- ABOP Collection Service – conduct every other month ABOP collection roundup at a site designated by the City. The monthly ABOP events are currently held on the second Saturday of each month at the City Hall parking lot from 10 am to 2 pm. (Section 5.2.11)
- Optional Door-to-door HHW Collection – on-call collection of household hazardous waste from residents. (Section 5.2.12).

#### 4.1.2. **CART COLLECTION – KEY TERMS**

- Term – the initial term will be for seven (7) years. The City will have the option to exercise three each two (2) year options to extend the initial term. (Sections 4.3 and 4.4)
- Diversion Guarantee – the required base diversion goal will be 55%. (Section 12.1)
- AB 939 Fees – remit AB 939 Fees to the City in the amount of \$9,700.00 per month. (Section 10.1)

## 4.2 REGULAR BIN AND ROLLOFF FRANCHISE AGREEMENT

### 4.2.1. REGULAR BIN AND ROLLOFF - SERVICES

The proposer that is awarded the Regular Bin and Rolloff Collection Franchise Agreement will be responsible to provide the following services:

- Refuse Bin Collection Service – refuse collection service provided to multi-family and commercial customers using front-end loading bins with a capacity from 1.5 to 6 cubic yards. (Section 5.3)
- Recyclable Bin and Cart Collection Service – collection of source separated recyclables from customers with Refuse Bin Service using FEL bins or recycling carts. Bin and Cart recyclables collection service will be provided at no charge. (Section 5.3.3)
- Multi-family Bulky Waste Collection – upon request, provision of up to three (3) bulky item cleanups per year in which the contractor collects a limited amount of bulky waste set out by multi-family customers with bin service. (Section 5.3.4)
- Multi-family Holiday Tree Collection – The contractor is required to collect Christmas trees and other holiday greenery from multi-family customers with bin service from after December 25<sup>th</sup> through the third Saturday in January. (Section 5.3.5)
- Regular Rolloff Service – collection of rolloff boxes and compactors from regular or ‘permanent’ rolloff customers (i.e., large retail and industrial customers with an ongoing, indefinite need for collection service). (Section 5.3.6) This service excludes C&D customers, which are covered under the Temporary Collection Services Agreement.
- Service to City Facilities – collection of refuse, recyclables, and organics from City facilities at no additional charge. (Section 5.3.7)

- Bus Stop Container Collection – collection of refuse at bus stops in the City. (See Section 5.3.8)
- Sidewalk Litter Containers – collection of refuse from City containers on sidewalks and other public areas. (Section 5.3.9)
- City-sponsored Special Events – collection of refuse and recyclables from City-sponsored community events such as the Arts Festival and the Pumpkin Festival. (Section 5.3.10)
- Optional Commercial Organics – collection of organics from commercial customers. (Section 5.3.11)

#### 4.2.2. **REGULAR BIN AND ROLLOFF – KEY TERMS**

- Term – the initial term will be for seven (7) years. The City will have the option to exercise three each two (2) year options to extend the initial term. (See Sections 4.3 and 4.4 of the draft agreement)
- Diversion Guarantee – the required base diversion goal will be 35%. (See Section 12.1 of the draft agreement)
- AB 939 Fees – remit AB 939 Fees to the City in the amount of \$8,500.00 per month. (Section 10.1)

#### 4.3 **TEMPORARY BIN AND ROLLOFF FRANCHISE AGREEMENT**

##### 4.3.1. **TEMPORARY BIND AND ROLLOFF - SERVICES**

The proposer that is awarded the Cart Collection Franchise Agreement will be responsible to deliver the following services:

- Temporary Bin Collection Service – collection of C&D material from construction sites, and residential and commercial remodel projects using front loading bins. (Section 5.4.1)

- Temporary Rolloff Collection – collection of C&D material from construction sites using rolloff boxes. (Section 5.4.2)

**4.3.2. TEMPORARY BIN AND ROLLOFF – KEY TERMS**

- Term – the initial term will be for seven (7) years. The City will have the option to exercise three each two (2) year options to extend the initial term. (See Sections 4.3 and 4.4 of the draft agreement)
- Diversion Guarantee – the required base diversion goal will be 75%. (See Section 12.1 of the draft agreement)
- AB 939 Fees – remit AB 939 Fees to the City equal to ten percent (10%) of gross receipts. (Section 10.1)

**Section 5 PROPOSAL REQUIREMENTS**

**5.1 PROPOSAL OUTLINE/CHECKLIST**

This section describes the information that proposers must include in their proposals. Proposals must be organized according to the outline below in Table 15.

**Table 15 Proposal Outline/Checklist**

		<b>Completed</b>
	<b>Title Page</b>	
	<b>Cover Letter/Executive Summary</b>	
	<b>Table of Contents</b>	
<b>1.</b>	<b>Proposer Information</b>	
	A. Business Structure	
	B. Municipal Collection Experience	
	C. Key Personnel	
	D. Service Transition Experience	
	E. Litigation History and Regulatory Compliance	
	F. Safety Record	
	G. Financial Information	
<b>2.</b>	<b>Technical Proposal</b>	
	A. Collection Services	
	1. Cart Collections Services	
	2. <b>Optional Service</b> – Door to Door HHW Collection	
	3. Regular Bin and Rolloff Collection Services	
	4. <b>Optional Service</b> – Commercial Organics Collection	
	5. Temporary Bin and Rolloff Collection Services	
	B. Billing and Customer Service	
	C. Customer Education and Outreach	
	D. Service Implementation Plan	
	F. Disposal and Processing Facilities	
	G. Office and Maintenance Facilities	
	H. Optional Additional Information	
<b>3.</b>	<b>Exceptions to Draft Franchise Agreement</b>	
<b>4.</b>	<b>Rate Proposal Forms</b>	

## 5.2 COVER LETTER/EXECUTIVE SUMMARY

Provide a cover letter that will serve as an executive summary of the proposal. The cover letter should include:

1. The name, title, address, telephone, and e-mail of the key contact person. The cover letter must be signed by an officer who is duly authorized to bind the proposer.
2. A written statement warranting that the proposer has reviewed the draft agreements, the RFP, and all of its addenda; and has conducted all necessary due diligence to investigate and confirm the material facts upon which the proposal is based.
3. A written statement acknowledging the validity of the proposed terms and rates for a period of 180 days after the submission deadline.
4. A list of the service sectors for which the proposer is submitting a proposal (i.e., cart collection, regular bin and rolloff collection, and/or temporary bin and rolloff collection).
5. A brief summary of the most significant attributes of the proposal, and the unique qualifications that distinguish the proposer from its competitors.

## 5.3 PROPOSER INFORMATION

### 5.3.1. BUSINESS STRUCTURE

Provide information about the entity with which the City will enter into an agreement.

1. Identify the legal entity that would execute the franchise agreement(s). State whether the entity is a sole proprietorship, partnership, or corporation. If the entity is a corporation, identify the state and year of incorporation.
2. If proposer is a corporation, provide a copy of the corporation's "Certificate of Good Standing" with the State of California or state of incorporation and the most recent

"Statement by Domestic (or Foreign) Stock Corporation" as filed with the California Secretary of State or state of incorporation. If Proposer's most recent Statement has only the "No change in information" box checked, the Proposer must also submit the most recent endorsed "Statement of Information", which includes a list of corporate officers. The "Statement of Information" must list the corporate officers.

3. Provide all the names of entity's owners or shareholders with greater than a 10% ownership share.

**5.3.2. MUNICIPAL COLLECTION EXPERIENCE**

Describe the proposer's experience providing solid waste collection services to jurisdictions in Southern California. The description for each jurisdiction should include:

1. The name of the jurisdiction, the year service was first begun, and term of the agreement;
2. Whether the service is exclusive or non-exclusive;
3. The customer sector(s) served (residential, commercial, etc.);
4. The type of service provided (e.g., automated, etc.);
5. A summary of the annual amount and type of materials collected in the jurisdiction in a schedule similar to the following:

<b>Material Type</b>	<b>Residential</b>	<b>Commercial</b>	<b>Rolloff</b>	<b>Total</b>
Recyclables				
Organics				
Refuse				
Other				
Total Material Collected				

6. Any additional services (HHW roundups, etc.); and,
7. The name, address, and telephone number of the jurisdiction representative responsible for administering the agreement.

**5.3.3. KEY PERSONNEL**

Provide an organization chart for key personnel and brief descriptions the qualifications and experience of the individuals who will administer the franchise agreement(s) including the:

1. General manager
2. Chief financial officer
3. Operations manager
4. Route supervisor
5. Customer service manager
6. City reporting specialist
7. Public outreach coordinator

**5.3.4. SERVICE TRANSITION EXPERIENCE**

Provide three (3) reference projects for which the proposer has initiated a new collection contract or new collection services. Include the following for each reference project:

1. The name of the jurisdiction and the month and year of the service transition;
2. A description of the service initiation performed (i.e., rollout of new carts, takeover of previous service provider, etc.);
3. The name, address, and telephone number of the jurisdiction representative responsible for overseeing the service transition;

4. The number of residential and commercial customers involved in the transition; and,
5. Any notable challenges that occurred during the service transition, and the solutions implemented to address the challenges.

#### 5.3.5. LITIGATION HISTORY AND REGULATORY COMPLIANCE

Disclose any history of litigation or regulatory non-compliance. For each case, provide name of the case, a description of the issue, the status of the case (e.g., pending, settled, judgment for defendant, etc.), the agency of jurisdiction, and the case reference number. Proposers may include any mitigating facts or circumstances.

##### Litigation History

Describe any past or pending civil and criminal actions (including arrests, indictments, litigation, grand jury investigations, etc.) now pending or that have occurred in the past five (5) years against the proposer, or any owners, officers, or key personnel (as identified by the proposer in this RFP) that were (or are) filed in Los Angeles or Ventura counties, or in the US District Court for the Central California District. Each proposer must also describe any civil litigation, pending or resolved within the past five (5) years, with any city, county or special district in Los Angeles or Ventura counties with which the proposer was contracted, franchised, or permitted to perform solid waste collection service.

##### Regulatory Compliance

Describe any and all notices of violations, corrective action notices, enforcement actions, or permit violation notices that the proposer received in the past five (5) years from public agency for any maintenance, processing, composting, transfer, or disposal facilities in Los Angeles or Ventura counties, which are owned or operated by the proposer, or its affiliates.

#### 5.3.6. SAFETY RECORD

Provide information about the proposer's safety record. Proposers must provide:

1. The proposer's two (2) most recent CHP Safety Compliance Reports (BIT inspection reports) for the fleet maintenance facility that will service the vehicles used in the City.
2. The most recent workers compensation Annual Rating Endorsement (or other insurance document) that shows the proposer's most recent workers compensation Rating Plan Modifier (also known as an 'experience modification factor').

Proposers are requested to provide the following safety metrics. These are the safety metrics the City would prefer to use to compare the safety records of the proposers. If the information used to calculate these metrics is not readily available, the proposer may provide alternate safety metrics along with an explanation of how the proposer's alternate safety metrics can assist the City in comparing the proposer's safety record to those of other companies in the solid waste industry.

3. Total Recordable Injury Rate (TRIR) for the most recent five calendar years. The TRIR is the rate of recordable workplace injuries, normalized per 100 workers per year. The factor is derived by multiplying the number of recordable injuries in a calendar year by 200,000 (100 employees working 2000 hours per year) and dividing that number by the total person-hours actually worked in the year. A 'Recordable Incident' is defined as: Occupational death, nonfatal occupational illness, and those nonfatal occupational injuries which involve one or more of the following: loss of consciousness, restriction of work or motion, transfer to another job, or medical treatment (other than first aid).<sup>2</sup>
4. The proposer's Vehicle Accident Recordable Rate (VARR) for the most recent five (5) calendar years. The VARR is the number of Recordable Vehicle Accidents per 1,000,000 miles driven. The factor is derived by multiplying the number of Recordable Vehicle Accidents by 1,000,000 and dividing that number by the actual number of miles driven. A 'Recordable Vehicle Accident' is defined as: as an

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<sup>2</sup> For a more complete definition of Recordable Incident, please refer to the Bureau of Labor Statistics website at: <http://www.bls.gov/iif/oshdef.htm>

occurrence involving a commercial motor vehicle operating on a highway in interstate or intrastate commerce which results in: 1) a fatality, 2) bodily injury to a person who, as a result of the injury, immediately receives medical treatment away from the scene of the accident, or, 3) one or more motor vehicles incurring disabling damage as a result of the accident, requiring the motor vehicle(s) to be transported away from the scene by a tow truck or other motor vehicle. It excludes occurrences involving only boarding and alighting from a stationary motor vehicle or involving only the loading or unloading of cargo.<sup>3</sup>

#### 5.3.7. FINANCIAL INFORMATION

Submit financial statements for the most-recently completed fiscal year for the legal entity that would execute the franchise agreement. Proposers that operate on a nationwide basis may submit the financial statements of their parent company. However, if the proposer is a wholly owned corporation of a nationwide company, the City may require a parental guarantee as part of any franchise agreement.

In the event that any proposer believes that their financial statements constitute “confidential information,” the proposer shall note “CONFIDENTIAL” on each page of the financial statements, and submit them in a separate, sealed envelope to:

David Davis  
MSW Consultants  
27393 Ynez Road, Suite 259  
Temecula, California 92591

MSW Consultants will maintain the confidentiality of the financial statements and will only report financial ratios (e.g., debt to equity ratio, current ratio, etc.) to the City. Upon selection of contractor(s), MSW Consultants will return all confidential financial statements to each of the proposers.

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<sup>3</sup> See definition of ‘accident’ in Section 390.5 of the Federal Motor Carrier Safety Act at: <http://www.fmcsa.dot.gov/rules-regulations/administration/fmcsr/fmcsrruletext.aspx?reg=390.5>

## 5.4 TECHNICAL PROPOSAL

In its technical proposal, the proposer should describe how it will perform its collection operations for the services for which it is submitting a proposal.

### 5.4.1. COLLECTION SERVICES

For each of the services listed on the following page in Table 16 (and for which the proposer is submitting a proposal), the proposer should describe how it plans to perform each service. Proposers should include the following information, and any additional information that will help the City understand how the proposer will conduct its collection operations.

- Collection methodology – describe how the proposer will perform its collection services. For example: Will the same vehicles be used to collect all types of material (refuse, recyclables, organics) at different times of the day, or will three separate vehicles be used to each type of material? How many days per week vehicles will the proposer’s vehicles operate in the City? Will the proposer use any special methods for collecting any hard-to-serve areas such as narrow or steep streets? Will the proposer use light-duty trucks to pre-position bins?

**Table 16 List of Requested Services**

<b>Cart Collection Services</b>
Refuse, Recyclables and Organics Collection
Condominium Collection
Valet Collection
Bulky Item Collection
Holiday Trees
Mulch Give-Away
Move-In Collection
ABOP Collection
Bus Stop and City Street Receptacle Collection
Optional – Door to Door HHW Collection
<b>Regular Bin and Rolloff Collection Services</b>
Regular Bin Collection – Refuse
Regular Bin Collection – Recyclables
MFR Bulky Item Collection
MFR Holiday Tree Collection

Regular Rolloff Collection
City Facilities Collection
Bus Stop Container Collection
Sidewalk Litter Container Collection
City-sponsored Special Events
Optional – Commercial Organics Collection
<b>Temporary Bin and Rolloff Collection Services</b>
Temporary Bin Collection
Temporary Rolloff Collection

- Personnel – describe the crew size for each type of collection service; describe the minimum qualifications, experience, and training required of drivers who will work in the City; describe any special licensing, certifications (CPR, etc.) required of drivers; describe the proposer’s ongoing safety training. Provide a brief description of the proposer’s disciplinary policies with regard to safety.
- Vehicles – describe the vehicles to be used in the City (e.g., side-loader, front-loader, light-duty vehicles, etc.); describe the manufacturer of the cab and chassis, and the body for the vehicles used in the City; include photos of the different types of vehicles to be used in the City; describe the emission control technology and how vehicles will comply with state and local air quality regulations; briefly describe the proposers ongoing vehicle inspection and maintenance procedures.
- Containers – describe the number, types, and sizes of containers to be used for the each type of service; describe how the containers will be maintained.

**5.4.2. BILLING AND CUSTOMER SERVICE**

The proposer should describe how it will bill customers for each type of service (cart collection, regular bin and rolloff, temporary bin and rolloff); the description should include the frequency of billing and whether the billing will be in arrears, etc. (See Section 9.5.1 of the draft franchise agreement). The proposer should include sample copies of customer invoices, and describe any other features of the proposer’s billing system and procedures that will help the City understand how the proposer will meet the requirements of the franchise agreement.

Proposer should describe the procedures it will undertake to document and address customer inquiries and complaints; proposers should provide a website address and describe how customers may access it to obtain customer rates, review service information, pay bills, and submit inquiries or complaints. Describe any other features of the proposer's customer service system that will help the City understand how the proposer will meet the obligations of the franchise agreement.

**5.4.3. CUSTOMER EDUCATION AND OUTREACH**

Describe the proposer's planned public education and outreach activities.

**5.4.4. SERVICE IMPLEMENTATION PLAN**

Provide a detailed implementation plan describing the proposer's approach to facilitating a smooth transition to all services. The proposal must clearly describe the proposer's ability to implement the services in accordance with the schedule shown in Table 2 of this RFP. This should include how the proposer will meet equipment, personnel, administration, maintenance, and public education requirements.

**5.4.5. DISPOSAL AND PROCESSING FACILITIES**

Describe the proposer's ability to arrange for the processing and disposal of solid waste originating in the City for the term of the franchise agreement. Proposers must identify the processing, composting, and landfill facilities it will utilize.

Proposer also must state the first-year per ton disposal tipping fees for refuse and organics upon which its proposed customer rates are based. Proposers are encouraged to offer long term processing, composting, and disposal pricing guarantees that span the term of the agreement and any potential term extensions.

**5.4.6. OFFICE AND MAINTENANCE FACILITIES**

Identify the location(s) of the administrative offices, customer service call center, and vehicle maintenance facilities that the proposer will use to provide service to the City.

#### 5.4.7. **OPTIONAL ADDITIONAL INFORMATION OR PROPOSAL ENHANCEMENTS**

Proposer is welcome to provide any other additional information it would like the City to consider, or offer any enhancement(s) to the scope of service or contract terms.

#### 5.5 **EXCEPTIONS TO DRAFT FRANCHISE AGREEMENTS**

As described previously, the City has included a draft franchise agreements in Appendixes B. The purpose of the draft franchise agreement is to provide a clear understanding of the rights and obligations of the contractor and the City. The proposer is required to review the franchise agreement prior to submittal of its proposal. The City expects the franchise agreement (or agreements) will be executed by the selected contractor(s) in substantially the same form as presented in Appendixes B.

Proposer must document any proposed exceptions to the draft franchise agreement. For each exception, proposer shall identify the exception (cite the section reference in the draft agreement), explain its concern, and provide alternative language for consideration by the City.

The City will assume that the proposer accepts and agrees to all provisions of the draft franchise agreement that have not been noted as exceptions in the proposal. If the City chooses to enter into negotiations with a proposer, the noted exceptions and recommended alternative language will serve as a starting point for discussions. The City reserves the right to determine if the exceptions are reasonable.

#### 5.6 **RATE PROPOSAL FORMS**

Rate proposal forms are included in Appendix A, and a corresponding Excel workbook accompanies this RFP. Detailed instructions on completing the forms are included with the forms in Appendix A. Proposer is required to complete the rate proposal forms that correspond to the service sector(s) for which it is submitting a proposal. Table 17 on the following page describes the function and role of each rate proposal form.

**Table 17      Overview of Rate Proposal Forms**

<b>Form</b>	<b>Description</b>	<b>To be completed if submitting a proposal for the:</b>
1	Calculates annual Cart Collection revenue based on proposed rates; includes alternative Door to Door HHW collection.	Cart Collection Agreement
2	Summarizes proposed rate revenues from Forms 3, 4, and 5.	Regular Bin and Rolloff Agreement
3	Calculates annual Regular Bin Revenue based on proposed bin rates.	Regular Bin and Rolloff Agreement
4	Calculates annual Regular Rolloff rate revenue based on proposed rates.	Regular Bin and Rolloff Agreement
5	Calculates annual rate revenue from Commercial Organics Collection.	Regular Bin and Rolloff Agreement
6	Calculates annual Temporary Bin and Rolloff rate revenue based on proposed rates.	Temporary Bin and Rolloff Agreement
7	Summarizes the proposed annual rate revenue from each service sector and allows proposers to offer package pricing.	All proposers must submit this form
8	Allows the proposer to offer to guarantee the achievement of higher diversion goals for each service sector. Enables proposer to propose a rate premium for guaranteeing those higher diversion goals.	All proposers must submit this form

**Appendix A - Rate Proposal Forms**

**Form 1  
Cart Collection Service  
Proposed Rates and Annual Rate Revenue**

**Proposer Name:**

Column				
A	B	C	D	E
Line	Service	Monthly Rate per Unit (a)	Number of Units (b)	Annual Rate Revenue (c)

**Standard Service**

<b>Basic Cart Service</b>				
1	32 gallon cart	<input type="text"/>	649	<input type="text"/>
2	64 gallon cart	<input type="text"/>	1,862	<input type="text"/>
3	96 gallon cart	<input type="text"/>	740	<input type="text"/>
<b>Condominium Cart Service</b>				
4	32 gallon cart	<input type="text"/>	251	<input type="text"/>
5	64 gallon cart	<input type="text"/>	464	<input type="text"/>
6	96 gallon cart	<input type="text"/>	3	<input type="text"/>
<b>Valet Cart Service:</b>				
7	32 gallon cart	<input type="text"/>	345	<input type="text"/>
8	64 gallon cart	<input type="text"/>	687	<input type="text"/>
9	96 gallon cart	<input type="text"/>	1,548	<input type="text"/>
10	<b>Subtotal - Standard Service</b>		<b>6,549</b>	<b>\$0</b>

**Extra Services:**

11	Extra 64 gallon cart - Basic/Condo	<input type="text"/>	112	<input type="text"/>
12	Extra 96 gallon cart - Basic/Condo	<input type="text"/>	114	<input type="text"/>
13	Extra 64 gallon cart - Valet	<input type="text"/>	69	<input type="text"/>
14	Extra 96 gallon cart - Valet	<input type="text"/>	269	<input type="text"/>
15	<b>Subtotal - Extra Services</b>			<b>\$0</b>

16	<b>Total Standard and Extra Services (d)</b>			<b>\$0</b>
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**Alternative Service (e)**

17	Door to Door HHW Collection	<input type="text"/>	6,549	<input type="text"/>
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18	<b>Total Standard and Extra Services including Alternative Service (f)</b>			<b>\$0</b>
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See following page for reference notes.

**Form 1**  
**Cart Collection Service**  
**Reference Notes**

- (a) Proposers are required to enter a proposed rate for each level of service in Column C on lines 1 through 9, and lines 11 through 14. The proposed rates in Form 1 correspond to the rate schedule in Exhibit A of the draft franchise agreement.
- (b) Proposers must not change any of the number of units in Column D. These number of units will be used to calculate the proposed annual rate revenue for all proposers.
- (c) Column E includes formulas that calculate the proposed annual rate revenue based on the rates entered in Column C and the corresponding number of units in Column D.
- (d) Total proposed annual revenue for Standard and Extra Services on line 16 is equal to the sum of the amounts on lines 10 and 15 in column E.
- (e) Proposers are required to enter a monthly amount on line 17 in column C to cover the cost of providing Door to Door Collection of HHW. This amount will be multiplied by the number of customers in column D and by 12 months to arrive at the amount in column E. This amount will only be used in the event the City decides to include this service in the Cart Collection Services Agreement.
- (f) Total proposed annual revenue for Standard and Extra Services and Alternate Services is equal to the sum of the amounts on lines 16 and 17 in column E. This amount is brought forward to lines 1 and 4 on Form 7.

**Appendix A - Rate Proposal Forms**

**Form 2**

**Summary of Regular Bin and Rolloff Collection Service  
Proposed Total Annual Rate Revenue**

**Proposer Name:**

Column			
A	B	C	D
Line	Service Sector	Form Reference	Total Proposed Rate Revenue
1	Regular Bin Collection Service	From line 15 column I of Form 3	\$0
2	Regular Rolloff Collection Service	From line 3 column F of Form 4	\$0
3	Subtotal - Annual Revenue - Regular Bin and Rolloff Collection Service (a)		\$0
Alternate Service			
4	Commercial Organics Collection	From line 15 column I of Form 5	\$0
5	Total Regular Bin and Rolloff Service Including Alternate Service (b)		\$0

**Form 2**

**Reference Notes**

(a) Sum of lines 1 and 2.

(b) Sum of lines 3 and 4. Amount is brought forward to lines 2 and 5 on Form 7.

**Appendix A - Rate Proposal Forms**

**Form 3  
Regular Bin Collection Service  
Proposed Rates and Annual Rate Revenue**

Proposer Name:

Column								
A	B	C	D	E	F	G	H	I

**Table 1 - Proposed Monthly Regular Bin Rates (a)**

Line	Bin Size	Pickups Per Week					
		1	2	3	4	5	6
1	2 yd bin						
2	3 yd bin						
3	4 yd bin						
4	6 yd bin						

**Table 2 - Number of Regular Bins at Each Level of Service (b)**

Line	Bin Size	Pickups Per Week						Total Regular Bins
		1	2	3	4	5	6	
5	2 yd	1	0	0	0	0	0	1
6	3 yd	45	46	62	28	27	25	233
7	4 yd	3	6	3	0	3	9	24
8	6 yd	0	0	0	0	0	0	0
9	Total	49	52	65	28	30	34	258

**Table 3 - Proposed Total Annual Regular Bin Rate Revenue (c)**

Line	Bin Size	Pickups Per Week						Proposed Annual Revenue
		1	2	3	4	5	6	
10	2 yd							0
11	3 yd							0
12	4 yd							0
13	6 yd							0
14	Total	\$0	\$0	\$0	\$0	\$0	\$0	\$0

15	Total - Proposed Annual Regular Bin Revenue (d)	\$0
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Reference notes are on following page.

**Form 3**  
**Reference Notes**

(a) Proposers are required to enter a proposed rate for each level of service in Table 1 on lines 1 through 4 in columns C through H. Proposers must provide rates for all levels of service regardless of whether there is a corresponding number of bins in Table 2. All proposed rates must be reasonably consistent on a per-yard basis. The proposed rates in Form 3 correspond to the bin rate schedule in Exhibit B of the draft franchise agreement.

(b) Proposers must not change any of the number of bins in Table 2. The same number of bins will be used to calculate the proposed annual rate revenue for all proposers.

(c) Table 3 includes formulas that calculate the proposed annual rate revenue based on the monthly rates entered in Table 1 and the corresponding number of bins in Table 2.

(d) The total amount of proposed annual rate revenue for regular bin service is brought forward to line 1, column D of Form 2.

**Appendix A - Rate Proposal Forms**

**Form 4  
Regular Rolloff Collection Service  
Proposed Rates and Annual Rate Revenue**

**Proposer Name:**

Column					
A	B	C	D	E	F
Line	Service Description	Proposed Rate (a)	Loads per Year (b)	Tons per Year (b)	Annual Rate Revenue (c)
1	Load Charge - Regular Rolloff (per Load)	<input style="border: 1px solid green;" type="text"/>	392		<input type="text"/>
2	Tipping Fee - Regular Rolloff (per Ton)	<input style="border: 1px solid green;" type="text"/>		1,893	<input type="text"/>
3	Proposed Annual Rate Revenue (d)				\$0

**Form 4  
Reference Notes**

- (a) Proposers are required to enter a proposed Load Charge on line 1 and a proposed Tip Fee per Ton on line 2 in column C. The proposed Load Charge is a flat rate per load that does not include disposal. The proposed rates in Form 4 correspond to the rolloff rate schedule in Exhibit B of the draft franchise agreement.
- (b) Proposers must not change any of the number of loads or tons in columns D or E. The same number of loads and tons will be used to calculate the proposed annual rate revenue for all proposers.
- (c) The Proposed annual rate revenue is equal to: 1) the Load Charge per Load multiplied by the Loads per Year, and, 2) the Proposed Tipping Fee per Ton multiplied by the tons per year.
- (d) The Proposed Annual Rate Revenue is the sum of lines 1 and 2 in column F. Total Proposed Annual Rate Revenue on line 3 is brought forward to line 2 of column D on Form 2.

**Appendix A - Rate Proposal Forms**

**Form 5  
Alternate Commercial Foodwaste Collection Service  
Proposed Rates and Annual Rate Revenue**

Proposer Name:

Column								
A	B	C	D	E	F	G	H	I

**Table 1 - Proposed Monthly Commercial Foodwaste Cart Rates (a)**

Line	Cart Size	Pickups Per Week					
		1	2	3	4	5	6
1	64 gallon						
2	96 gallon						
3	2 yard						
4	3 yard						

**Table 2 - Number of Commercial Organics Containers at Each Level of Service (b)**

Line	Cart Size	Pickups Per Week						Total Containers
		1	2	3	4	5	6	
5	64 gallon	4	4	4	4	4	4	24
6	96 gallon	8	8	8	8	8	8	48
7	2 yard	1	1	1				3
8	3 yard	1	1	1				3
9	<b>Total</b>	<u>14</u>	<u>14</u>	<u>14</u>	<u>12</u>	<u>12</u>	<u>12</u>	<u>78</u>

**Table 3 - Proposed Total Annual Commercial Organics Rate Revenue (c)**

Line	Cart Size	Pickups Per Week						Annual Revenue
		1	2	3	4	5	6	
10	64 gallon							0
11	96 gallon							0
12	2 yard							0
13	3 yard							0
14	<b>Total</b>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
15	<b>Total - Proposed Annual Commercial Organics Revenue (d)</b>							<b>\$0</b>

Reference notes are on following page.

**Form 5**  
**Reference Notes**  
**Alternate Commercial Foodwaste Collection Service**

- (a) Proposers are required to enter a proposed rate for each level of service in Table 1 on lines 1 through 4 in columns C through H. Proposers must provide rates for all levels of service regardless of whether there is a corresponding number of bins in Table 2. All proposed rates must be reasonably consistent on a per-gallon or per-yard basis. The proposed rates in Form 5 correspond to the organics rate schedule in Exhibit B-1 of the draft franchise agreement.
- (b) Proposers must not change any of the number of carts or bins in Table 2. The same number of carts and bins will be used to calculate the proposed annual rate revenue for all proposers.
- (c) Table 3 includes formulas that calculate the proposed annual rate revenue based on the monthly rates entered in Table 1 and the corresponding number of carts and bins in Table 2.
- (d) The total amount of proposed annual rate revenue for commercial foodwaste collection service is brought forward to line 4, column D of Form 2.

**Appendix A - Rate Proposal Forms**

**Form 6  
Temporary Bin and Rolloff Collection Service  
Proposed Rates and Annual Rate Revenue**

**Proposer Name:**

Column					
A	B	C	D	E	F
Line	Service Description	Proposed Rate (a)	Loads/Temp Bins per Year (b)	Tons per Year (b)	Annual Rate Revenue (c)

**Temporary Rolloff**

1	Load Charge (per Load)	<input style="border: 1px solid green;" type="text"/>	617		<input type="text"/>
2	Tipping Fee (per Ton)	<input style="border: 1px solid green;" type="text"/>		3,602	<input type="text"/>
3	Subtotal - Annual Rate Revenue - Temporary Rolloff (d)				\$0

**Temporary Bins**

4	Temp Bin Collection (per bin pickup)	<input style="border: 1px solid green;" type="text"/>	36		<input type="text"/>
5	Subtotal - Annual Rate Revenue - Temporary Bin Service				\$0

6	Total - Annual Rate Revenue - Temporary Bin and Rolloff Service (e)				\$0
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**Form 6  
Temporary Bin and Rolloff Collection Service  
Reference Notes**

(a) In column C, proposers are required to enter a proposed Rolloff Load Charge (which excludes disposal) on line 1, a proposed Rolloff Tip Fee per Ton on line 2, and a proposed Temp Bin Charge on line 4. The proposed rates in Form 6 correspond to the rolloff rate schedule in Exhibit C of the draft franchise agreement.

(b) Proposers must not change any of the number of loads, temp bins or tons in columns D or E. The same number of loads, temp bins and tons will be used to calculate the proposed annual rate revenue for all proposers.

(c) The Proposed annual rate revenue is equal to: 1) the Load Charge per Load multiplied by the Loads per Year, 2) the Proposed Tipping Fee per Ton multiplied by the tons per year, and 3) the rate per Temp Bin multiplied by the number of Temp Bins per year.

(d) The Proposed Annual Temporary Rolloff Rate Revenue is the sum of lines 1 and 2 in column F.

(e) The Proposed Annual Rate Revenue for Temporary Bin and Rolloff Collection Service is the sum of lines 3 and 5 in column F. Total Proposed Annual Rate Revenue on line 6 is brought forward to lines 3 and 6 on Form 7.

**Appendix A - Rate Proposal Forms**

**Form 7  
Summary of Proposed Annual Rate Revenues**

Proposer Name:

Column					
A	B	C	D	E	F
Line	<b>Proposed Rate Revenue - A la carte Pricing:</b>				
	Service Sector	Form Reference			Proposed Annual Revenue
1	Cart Collection Service	From line 18 in column E of Form 1			\$0
2	Regular Bin and Rolloff Collection Service	From line 3 in column D of Form 2			0
3	Temporary Bin and Rolloff Collection Service	From line 6 in column F of Form 5			\$0

**Proposed Annual Rate Revenue - Package Pricing:**

Line	Service Sector	Scenario 1:	Scenario 2:	Scenario 3:	Scenario 4:
4	Cart Collection Service	\$0	\$0		\$0
5	Regular Bin and Rolloff Collection Service	0		0	0
6	Temporary Bin and Rolloff Collection Service		0	0	0
7	Subtotal of a la carte pricing:	\$0	\$0	\$0	\$0
8	Package Discount for Each Scenario (a):	<input style="border: 2px solid green;" type="text"/>			
9	Total Proposed Rate Revenue for Each Package (b):	\$0	\$0	\$0	\$0

**Form 7  
Reference Notes**

(a) Enter the percent discount (if any) proposer will apply to proposed rates if proposer is granted a contract for the corresponding scenario.

(b) Amount on line 7 less the corresponding discount percent entered on line 8.

**Appendix A - Rate Proposal Forms**

**Form 8**

**Proposed Enhanced Recycling Premium**

Proposer Name:

Column				
A	B	C	D	E
Line	Description	Guaranteed Recycling Rate (a)	ABC Company - Enhanced Recycling Premium Percent (b)	Proposed Annual Revenue after Application of Enhanced Recycling Premium (c)

**Cart Collection Services:**

1	Base Requirement	55%	0.0%	\$0
2	Enhanced Recycling Rates	60%		\$0
3		65%		\$0

**Regular Bin and Rollof Collection Services:**

4	Base Requirement	35%	0.0%	\$0
5	Enhanced Recycling Rates	40%		\$0
6		45%		\$0

**Temporary Bin and Rollof Collection Services:**

7	Base Requirement	75%	0.0%	\$0
8	Enhanced Recycling Rates	80%		\$0
10		85%		\$0

**Form 8**

**Reference Notes**

- (a) **Guaranteed Recycling Rate.** The Base Requirement is the minimum recycling rate upon which the proposed rates in Forms 1 through 6 are based. The Enhanced Recycling Rates are those higher recycling rates that the City is interested in achieving. If proposer is able to guarantee the achievement of enhanced recycling rates, it should indicate the rate premium it would require in order to guarantee the corresponding enhanced recycling rate.
- (b) **Enhanced Recycling Premium.** If proposer is able and willing to guarantee the achievement of enhanced recycling rates, it should indicate the rate premium percent it would require in order to guarantee the corresponding enhanced recycling rate.
- (c) **Proposed Annual Revenue after application of Enhanced Recycling Premium.** The amounts in column E on lines 1, 4, and 7 are the Base Requirement Revenue and are equal to the amounts on Form 7 in column F on lines 1, 2, and 3, respectively. The other amounts in column E reflect the Base Requirement Revenue after the corresponding Enhanced Recycling Premium Percentage has been applied. For example, the amount on line 2 in column E is equal to the amount on line 1 multiplied by (1 plus the corresponding percentage in column D). The percentages in column D are not cumulative.

**APPENDIX B**



**CITY *of* CALABASAS**

**DRAFT AGREEMENT**

**FOR**

**CART COLLECTIONS SERVICES**

**REGULAR BIN AND ROLLOFF COLLECTION SERVICES**

***TEMPORARY BIN AND ROLLOFF COLLECTION SERVICES***

**BETWEEN**

**THE CITY OF CALABASAS AND [CONTRACTOR].**

The City may elect to award this agreement as a whole, or award up to three separate agreements for various components of the scope of services contained in this agreement. Most of the provisions of this agreement will apply to any separate agreement. However, certain specific provisions of this agreement pertain to only one type of service. These specific provisions are indicated as follows:

- Provisions that pertain to Cart Collection Services are highlighted in **Yellow**
- Provisions that pertain to Regular Bin and Rolloff Collection are underlined;
- Provisions that pertain to Temporary Bin and Rolloff Collection are *italicized*.

If the City elects to award any separate agreements, the provisions in this agreement that do not apply to the separate agreement will be omitted.

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AGREEMENT FOR  
SOLID WASTE COLLECTIONS SERVICES

This **AGREEMENT FOR SOLID WASTE COLLECTIONS SERVICES** ("Agreement") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by and between the **CITY OF CALABASAS ("City")**, a California municipal corporation, and \_\_\_\_\_, a [State of Incorporation] corporation ("**Contractor**"), for the collection, transportation, recycling, processing, composting and disposal of solid waste.

**RECITALS**

**WHEREAS;** the Legislature of the State of California, by enactment of the California Integrated Waste Management Act of 1989 (Act) (California Public Resources Code Section 40000 et seq.), has declared that it is in the public interest to authorize and require cities to make adequate provisions for Solid Waste Collection within their jurisdiction

**WHEREAS,** Public Resources Code Section 40059 authorizes the cities to determine (i) all aspects of solid waste handling which are of local concern, including, but not limited to, frequency of collection, means of collection and transportation, level of services, charges and fees, and nature, location and extent of providing solid waste handling service; (ii) whether the services are to be provided by means of non-exclusive franchise, contract, license, permit, or otherwise, either with or without competitive bidding, or if, in the opinion of its governing body, the public health, safety and well-being so require by partially exclusive or wholly exclusive franchise, contract, license, permit or otherwise, either with or without competitive bidding; and,

**WHEREAS,** Public Resources Code Section 40900 et. seq. establishes a solid waste management process that requires cities and other local jurisdictions to implement plans for source reduction, reuse and recycling as integrated waste management practices; and,

**WHEREAS,** in January 2008 the City resolved to achieve a waste diversion goal of 75% by January 2012, and thereafter maintain that level of diversion; and,

**WHEREAS,** the City is obligated to protect the public health and safety of the residents and businesses of the City of Calabasas, and Collection of solid waste should be undertaken in a manner consistent with the exercise of the City's obligations for the protection of public health and safety; and

**WHEREAS**, the City and Contractor are mindful of the provisions of the laws governing the safe Collection, transport, recycling and disposal of solid waste, including California Public Resources Code Section 40000 et seq., the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. §§ 6901 et seq. and the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. §§ 9601 et seq.; and

**WHEREAS**, the City and Contractor desire to leave no doubts as to their respective roles and to make it clear that by entering into this Agreement, City is not thereby becoming a "generator" or an "arranger" as those terms are used in the context of CERCLA § 107(a)(3) and that it is Contractor, an independent entity, and not City, which shall Collect from premises in the City of Calabasas, transport and dispose of solid wastes (which may contain small amounts of consumer products with the characteristics of hazardous substances); Collect, transport, and recycle and/or compost organic waste and recyclable solid wastes Collected from premises in the City of Calabasas; and

**WHEREAS**, Contractor represents and warrants to City that it has the experience, responsibility and qualifications to conduct recycling programs, to provide City with information sufficient to meet the City's reporting requirements under AB 939, to assist the City in meeting City's other requirements under AB 939, to Collect, transport and dispose of solid waste in a safe manner which will minimize the adverse effects of collection vehicles on air quality and traffic and has the ability to indemnify the City against liability under CERCLA; and

**WHEREAS**, the City Council of the City of Calabasas determines and finds pursuant to California Public Resources Code Section 40059(a)(1), that the public health, safety and well-being, including the minimization of adverse impacts on air quality and traffic from excessive numbers of collection vehicles, and the protection of the City against CERCLA liability, require that Contractor be awarded a contract for Collection, recycling and disposal of solid waste from premises in the City of Calabasas.

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions contained in this Agreement, the parties hereby agree as follows:

## **Section 1 DEFINITIONS**

The terms used in this Agreement shall have the meaning set forth in this section. In the event a term is not defined in this section, then it shall have the meaning set forth in the Calabasas Municipal Code or in Division 30, Part 1, Chapter 2 of the California Public Resources Code (with precedence given to definitions in the Calabasas Municipal Code over conflicting definitions contained in the Public Resources Code). Except as provided in this section, words beginning with lower case letters are being used with their common ordinary meanings, not as defined terms. Otherwise, the following capitalized words and terms shall have the following meanings:

### **1.1 AB 939**

‘AB 939’ means the California Integrated Waste Management Act of 1989, codified in part at Public Resources Code section 40000 et. seq., as it may be amended from time to time and as implemented by the regulations of the California Department of Resources Recycling and Recovery (CalRecycle), or its successor agency.

### **1.2 ABOP Collection Service**

‘ABOP’ means antifreeze, wet cell batteries, dry cell batteries, used motor oil, water and oil based paint. ‘ABOP Collection Service’ means the Collection, transport, processing, and disposal of these materials.

### **1.3 Agreement**

‘Agreement’ means this agreement between City and Contractor, including all exhibits, and any future amendments hereto.

### **1.4 Acutely Hazardous Waste**

‘Acutely Hazardous Waste’ means Hazardous Waste that is considered to present a substantial hazard whether managed properly or not. Acutely Hazardous Wastes are chemicals that are ‘P-listed’ substances pursuant to Title 40, Part 261, Subpart D of the Code of Federal Regulations.

### **1.5 Bin**

‘Bin’ means a metal Container with plastic lids and a capacity from 1.5 to 6 cubic yards, which is typically emptied by a front-loading collection vehicle.

### **1.6 Bin Collection Service**

‘Bin Collection Service’ means providing Solid Waste Handling Services using Bins. Bin Collection Service is either *Regular* Bin Collection Service or *Temporary* Bin Collection Service.

### **1.7 Bulky Items**

‘Bulky Items’ means Solid Waste that cannot or would not typically be accommodated within a Cart including specifically: furniture (including chairs, sofas, mattresses, and rugs); appliances (including refrigerators, ranges, washers, dryers, water heaters, dishwashers, plumbing, small household appliances and other similar items, commonly known as "white goods"); electronic waste (including stereos, televisions, laptop computers, computers and computer monitors, VCRs, microwaves and other similar items); fluorescent bulbs; household batteries; and clothing. Bulky Items do not include car bodies, auto parts, tires, Construction and Demolition Debris, or items requiring more than two persons to remove.

### **1.8 CalRecycle**

‘CalRecycle’ means the California Department of Resources Recycling and Recovery (CalRecycle), or its successor agency.

### **1.9 Cart**

‘Cart’ means a plastic Container with wheels and a hinged lid with a capacity from 35 to 101 gallons, which is typically emptied by an automated side-loading collection vehicle.

### **1.10 Cart Collection Customer**

‘Cart Collection Customer’ means a Customer who receive Cart Collection Service. They include Single-family Premises (excluding those single-family customers on large lots who elect to use Bin Collection Service), Customers on Commercial Premises that generate small quantities of waste and elect to use Cart Collection Service, and Customers on Multi-family Premises with individual storage capacity to store Carts with access to curbside service from side-loading collection vehicles.

### **1.11 Cart Collection Service**

‘Cart Collection Service’ means providing Solid Waste Handling Services using Carts.

### **1.12 City**

‘City’ means the City of Calabasas, California, a municipal corporation, and all the territory lying within the municipal boundaries of the City as it currently exists, or as such boundaries may be adjusted.

### **1.13 City Manager**

‘City Manager’ means the City Manager or the Person designated by the City Manager to administer this Agreement.

### **1.14 Collection**

‘Collect or Collection’ means the act of collecting Solid Waste, Recyclable Materials, Organic Materials, C&D, Bulky Items, and other material at the place of generation in the City pursuant to this Agreement.

### **1.15 Commercial Premises**

"Commercial Premises" means any property or premises occupied for or devoted to a use permitted in the commercial, institutional and public zones pursuant to the provisions of the Calabasas zoning ordinance.

### **1.16 Complaint**

‘Complaint’ means a grievance, criticism, or objection in the form of a written letter, email, or telephone call either to the City or to the Contractor regarding Contractor’s performance of its duties under the terms of this Agreement. ‘Complaints’ concern missed pick-ups, property damage caused by the Contractor, tardy service, unresponsiveness to requests, billing problems, and similar issues. ‘Complaints’ exclude normal or standard service requests (e.g., exchanging a Cart or Bin), and criticisms directed at the City’s solid waste ordinance and its provisions.

### **1.17 Composting or Compost**

‘Composting or Compost’ means the controlled biological decomposition of Organic Materials into fertilizer, soil amendments, or other useful products.

### **1.18 Condominium**

‘Condominium’ means a residential development where undivided interest in a common portion of real property is coupled with a separate interest in space called a unit, the boundaries of which are described on a recorded final map or parcel map.

### **1.19 Condominium Cart Collection Service**

‘Condominium Cart Collection Service’ means Cart Collection Service without providing Organics Cart Collection Service.

### **1.20 Construction and Demolition Waste**

‘Construction and Demolition Waste’ includes but is not limited to waste building materials, asphalt, concrete, drywall, metals, roofing materials, soils, wood, packaging, and rubble resulting from construction, remodeling, repair and demolition operations on pavement, houses, commercial, industrial or institutional buildings and other properties or structures.

### **1.21 Container**

‘Container’ means any can, wheeled cart, receptacle, dumpster, bin, or box used or intended to be used for the purpose of holding Solid Waste for Collection.

### **1.22 Customer**

‘Customer’ means any Person receiving Solid Waste Handling Services from Contractor within the City.

### **1.23 Designated Collection Location**

‘Designated Collection Location’ means the place where the Customer shall place, and from where the Contractor is to Collect, Solid Waste in Containers designed for that purpose.

### **1.24 Disposal**

‘Disposal’ means the final deposition of Solid Waste at a permitted landfill that is in full compliance with all laws and regulations.

### **1.25 Disposal Tipping Fee**

Disposal Tipping Fee means the rate per ton for Disposal of Refuse upon which the Contractor’s rates are based.

### **1.26 Disposal Site**

‘Disposal Site’ means the place, location, tract of land, area, or premises in use, intended to be used, or which has been used, for the landfill Disposal of Solid Waste.

### **1.27 Dwelling Unit**

‘Dwelling unit’ means a room or group of internally connected rooms that have sleeping, cooking, eating, and sanitation facilities, but not more than one kitchen, which constitutes an independent housekeeping unit, occupied by or intended for one household on a long-term basis. Types of dwellings include single-family dwellings, duplexes, multifamily dwellings, mobilehomes, condominiums and townhouses.

### **1.28 Food Waste**

‘Food Waste’ means waste that will decompose and/or putrefy and is segregated for Collection and Recycling. Food waste includes: (i) kitchen and table food waste; (ii) animal or vegetable waste that is generated during or results from the storage, preparation, cooking or handling of food stuffs; (iii) discarded paper that is contaminated with Food Waste; (iv) fruit waste, grain waste, dairy waste, meat, and fish waste; and, (v) non-Recyclable paper or contaminated paper.

### **1.29 Food Waste Pail**

‘Food Waste Pail’ means a plastic receptacle with a capacity not exceeding one and one-half (1.5) gallons, having a hinged lid, suitable for use in a Residential Premises for temporary storage of Food Waste that is approved for such purpose by the City.

### **1.30 Garbage**

‘Garbage’ means all kitchen and table food waste and animal or vegetable waste that attends or results from the storage, preparation, cooking or handling of food stuffs.

### **1.31 Green Waste**

‘Green Waste’ means non-contaminated material composed of organic matter or plant matter which is the result of seasonal variations or landscape and gardening activities. Green waste includes, without limitation, grass clippings, shrubbery, leaves, tree trimmings, branches, flowers, plant stalks, wood and other plant material. Green Waste does not include stumps or branches exceeding six inches (6") in diameter or four feet (4') in length.

### **1.32 Gross Receipts**

‘Gross Receipts’ means any and all monies, fees, charges, consideration, and revenue collected or received by or paid to Contractor, in connection with, arising from, or in any way attributable to the Solid Waste Handling Services carried out by or on behalf of

Contractor pursuant to this Agreement. Gross Receipts includes, without limitation, Customer charges for Collection of Solid Waste, without subtracting disposal fees, Franchise Fees, or any fees imposed on Contractor and collected pursuant to this Agreement. Gross Receipts does not include any proceeds from the sale of Recyclables or any payments from the lease of stationary compactors.

### **1.33 Hazardous Substance**

"Hazardous Substance" means any of the following: (a) any substances defined, regulated or listed (directly or by reference) as "Hazardous Substances", "hazardous materials", "Hazardous Waste", "toxic waste", "pollutants" or "toxic substances" or similarly identified as hazardous to human health or the environment, in or pursuant to (i) the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 USC §9601 et seq. (CERCLA); (ii) the Hazardous Materials Transportation Act, 49 USC §1802, et seq.; (iii) the Resource Conservation and Recovery Act, 42 USC §6901 et seq.; (iv) the Clean Water Act, 33 USC §1251 et seq.; (v) California Health and Safety Code §§25115-25117, 25249.8, 25281, 25316, 25501 and 25501.1; (vi) the Clean Air Act, 42 USC §7901 et seq.; and (vii) California Water Code §13050; (b) any substances defined, regulated or listed by any amendments, rules or regulations promulgated thereunder to such enumerated statutes or acts currently existing or hereafter enacted; and (c) any other hazardous or toxic substance, material, chemical, waste or pollutant identified as hazardous or toxic or regulated under any other applicable federal, state or local environmental laws currently existing or hereinafter enacted, including, without limitation, friable asbestos, polychlorinated biphenyl's ("PCBs"), petroleum, natural gas and synthetic fuel products, and by-products.

### **1.34 Hazardous Waste**

'Hazardous Waste' means a waste, or combination of wastes, which because of its quantity, concentration or physical, chemical or infectious characteristics, may do either of the following: (1) cause, or significantly contribute to, an increase in mortality or an increase in serious irreversible, or incapacitating reversible, illness; (2) pose a substantial present or potential hazard to human health or environment when improperly treated, stored, transported or disposed of or otherwise managed. 'Hazardous Waste' includes all substances defined as Hazardous Waste, Acutely Hazardous Waste, or extremely Hazardous Waste by the State of California in Health and Safety Code §25110.02, §25115, and §25117 or in the future amendments to or recodifications of such statutes, or identified and listed as Hazardous Waste by the US Environmental Protection Agency (EPA), pursuant to the Federal Resource Conservation and Recovery Act (42 USC §6901 et seq.), all future amendments thereto, and all rules and regulations promulgated there

under. Where there is a conflict in the definitions employed by two or more agencies having jurisdiction over hazardous or solid waste, the term "Hazardous Waste" shall be construed to have the broader, more encompassing definition.

### **1.35 Holiday**

'Holiday' means New Years' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas.

### **1.36 Household Hazardous Waste**

'Household Hazardous Waste' means Hazardous Waste generated at a Single-family and Multi-family Residential Premises.

### **1.37 Low-level Radioactive Waste**

'Low-level Radioactive Waste' means regulated radioactive material that meets all of the following requirements:

(1) The waste is not high-level radioactive waste, spent nuclear fuel, or byproduct material (as defined in Section 11e(2) of the Atomic Energy Act of 1954 (42 U.S.C. Sec. 2014(e)(2))).

(2) The waste is not uranium mining or mill tailings.

(3) The waste is not any waste for which the federal government is responsible pursuant to subdivision (b) of Section 3 of the Low-Level Radioactive Waste Policy Amendments Act of 1985 (42 U.S.C. Sec. 2021c(b)).

(4) The waste is not an alpha emitting transuranic nuclide with a half-life greater than five years and with a concentration greater than 100 nanocuries per gram, or Plutonium-241 with a concentration greater than 3,500 nanocuries per gram, or Curium-242 with a concentration greater than 20,000 nanocuries per gram.

### **1.38 Material Recovery Facility**

'Material Recovery Facility' means a facility licensed or permitted in accordance with AB 939 which separates secondary materials, and processes them for sale to end users.

### **1.39 Medical Waste**

'Medical waste' means any biohazardous waste or sharps waste that is composed of, generated or produced as a result of any of the following actions:

(1) Diagnosis, treatment, or immunization of human beings or animals.

(2) Medical research involving the diagnosis, treatment or immunization of human beings or animals.

(3) The production or testing of medicinal preparations made from living organisms and their products, including, but not limited to, serums, vaccines, antigens, and antitoxins.

(4) The accumulation of properly contained home-generated sharps waste that is brought to a point of consolidation approved by the enforcement agency pursuant to Section 117904 or authorized pursuant to Section 118147.

(5) Removal of a regulated waste from a trauma scene by a trauma scene waste management practitioner.

Medical Waste that has been properly treated or autoclaved and that is not otherwise hazardous shall thereafter be considered Solid Waste.

#### **1.40 Mobilehome Park**

"Mobilehome Park" means any site that is planned and improved to accommodate two or more mobilehomes used for residential purposes, or on which two or more mobilehome lots are rented, leased, or held out for rent or lease, or were formerly held out for rent or lease and later converted to a subdivision, cooperative, condominium or other form of resident ownership, to accommodate mobilehomes used for residential purposes.

#### **1.41 Move In Collection Service**

'Move-in Collection Service' means the on-call Collection of Recyclable packing material from a new Single-family and Multi-family Residential Customers.

#### **1.42 Mulch**

'Mulch' means a material used for landscaping, soil amendment or erosion control that results from the mechanical breakdown (chipping and/or grinding) of materials, including, but not limited to, Green Waste, yard trimmings, and wood byproducts.

#### **1.43 Multi-family Premises**

"Multi-family premises" means any residential property in the City containing five (5) or more Dwelling Units.

#### **1.44 Organic Waste**

‘Organic Waste’ or ‘Organics’ means Green Waste, Food Waste, manure, and any other organic waste material which is acceptable to be delivered to an organics processing facility such as an anaerobic digester, or composting facility.

#### **1.45 Person**

‘Person’ means any individual, firm, association, organization, partnership, corporation, business trust, or joint venture.

#### **1.46 Premises**

‘Premises’ means a tract or lot of land within the City where Solid Waste is generated or accumulated.

#### **1.47 Public Container**

‘Public Container’ means a Container of a size and shape determined by the City placed in public areas by the City or by a transit authority for the convenience of the public for the accumulation of Refuse or Recyclables.

#### **1.48 Public Container Collection Service**

‘Public Container Collection Service’ means providing Solid Waste Handling Services to Public Containers. Public Container Collection Service includes monitoring containers and emptying them on an as-needed basis.

#### **1.49 Recyclables or Recyclable Materials**

‘Recyclables’ or ‘Recyclable Materials’ means materials that are capable of being recycled and which are segregated from waste material for Collection and recycling, rather than Collection and disposal. Recyclable materials includes, without limitation, glass, plastic or metal food or beverage containers (excluding ceramics and chemical containers); aluminum cans, foil, pie tins and similar items or bi-metal cans; PET plastic soda or water bottles or other bottles with the designated "PET" symbol; HDPE plastic milk and water bottles with the designated "HDPE" symbol; LDPE shrink wrap, plastic bags with the "LDPE" symbol; newspaper, cardboard, computer printouts (excluding carbon paper); white ledger paper, junk mail, office paper and such additional materials as the City Council may designate from time to time.

#### **1.50 Recycle or Recycling**

‘Recycle’ or ‘Recycling’ means the process of Collecting, sorting, cleaning, treating and reconstituting materials that would otherwise become waste and returning those materials to the economic mainstream in the form of raw materials for new, reused or reconstituted products which meet the quality standards to be used in the marketplace. Recycling does not include transformation as defined in Public Resources Code Section 40201.

### **1.51 Refuse**

‘Refuse’ means Garbage and Rubbish.

### **1.52 Regular Bin Collection Customer**

‘Regular Bin Collection Customer’ means a Person that receives Regular Bin Collection Service.

### **1.53 Regular Bin Collection Service**

‘Regular Bin Collection Service’ means using Bins to provide Solid Waste Handling Services to established residential, retail, commercial, and industrial facilities that require Collection service on a regular, ongoing, and indefinite basis. ‘Regular Bin Collection Service’ includes providing Solid Waste Handling Services to established Multi-family Premises with enclosure(s) or dedicated space(s) in common areas to accommodate Bins serviced by front-loading collection vehicles. ‘Regular Bin Collection Service’ includes providing Collection service using Bins to established Commercial Premises, but does not include providing service to: 1) Commercial Premises that generate small quantities of waste and elect to use Cart Collection Service, or, 2) Commercial Premises that generate large quantities of waste that elect to use Regular Rolloff Collection Service.

### **1.54 Regular Rolloff Collection Customer**

‘Regular Rolloff Collection Customers’ means a Person that receives Regular Rolloff Collection Service.

### **1.55 Regular Rolloff Collection Service**

‘Regular Rolloff Collection Service’ means using Rolloff Boxes or Rolloff Compactors to provide Solid Waste Handling Services to established retail, commercial, and industrial facilities that require Rolloff Service on a regular, ongoing, and indefinite basis.

### **1.56 Rolloff Box**

‘Rolloff Box’ means an open top metal Container with a capacity from 10 to 40 cubic yards, which is designed to be pulled onto a rolloff vehicle.

#### **1.57 Rolloff Collection Service**

‘Rolloff Collection Service’ means providing Solid Waste Handling Services using Rolloff Boxes or Rolloff Compactors. Rolloff Collection Service is either *Regular* Rolloff Collection Service or *Temporary* Rolloff Collection Service.

#### **1.58 Rolloff Compactor**

‘Rolloff Compactor’ means an enclosed metal Container equipped with a hydraulic packing ram with a capacity from 15 to 35 yards, which is designed to be pulled onto a rolloff vehicle.

#### **1.59 Rubbish**

‘Rubbish’ means, without limitation, the following items: waste and refuse capable of burning readily, including straw, packing materials, leather, rubber, clothing, bedding, books, rags and all similar articles which will burn by contact with flames or ordinary temperatures; and ashes, crockery, china, pottery, metal wire and other similar materials.

#### **1.60 Scavenging**

‘Scavenging’ means the unauthorized removal of Recyclables. Scavenging is prohibited by Public Resources Code § 41950.

#### **1.61 Sharps Waste**

‘Sharps Waste’ means waste generated by a Single Family or Multi-family Premises that includes a hypodermic needle, syringe, or lancet.

#### **1.62 Single-Family Residential Premises**

‘Single-family Residential Premises’ means any residential property in the City, except multiple dwellings containing five (5) or more Dwelling Units.

#### **1.63 Solid Waste**

‘Solid Waste’ means all putrescible and non-putrescible solid, semisolid wastes, including Garbage, trash, Refuse, paper, Rubbish, ashes, industrial wastes, Construction and Demolition Waste, discarded home appliances, manure, vegetable or animal solid

and semisolid wastes, and other discarded solid and semisolid wastes. 'Solid Waste' includes Recyclable Materials, Organics, Green Waste, Construction and Demolition Debris, and Bulky Items. Solid Waste does not include Hazardous Waste, Low-level Radioactive Waste, or Medical Waste.

#### **1.64 Solid Waste Facility**

'Solid Waste Facility' means a solid waste transfer or processing station, a composting facility, a gasification facility, a transformation facility, or a Disposal Site.

#### **1.65 Solid Waste Handling Services**

'Solid Waste Handling Services' means the Collection, transportation, storage, transfer, processing, and Disposal of Solid Waste.

#### **1.66 Temporary Bin Collection Customer**

'Temporary Bin Collection Customer' means a Person that receives Temporary Bin Collection Service.

#### **1.67 Temporary Bin Collection Service**

'Temporary Bin Collection Service' means using Bins to provide Solid Waste Handling Services to new construction sites, demolition projects, remodel projects, and cleanups that require Bin Collection Service on a temporary basis no longer than the duration of the project.

#### **1.68 Temporary Rolloff Collection Customer**

'Temporary Rolloff Collection Customer' means a Person that receives Temporary Rolloff Collection Service.

#### **1.69 Temporary Rolloff Collection Service**

'Temporary Rolloff Collection Service' means using Rolloff Boxes to provide Solid Waste Handling Services to new construction sites, demolition projects, remodel projects, and cleanups that require Rolloff Service on a temporary basis no longer than the duration of the project.

#### **1.70 Term**

'Term' means the Term of this Agreement, including any agreed upon extension periods, as provided for in Section 4.3.

**1.71 Valet Cart Collection Service**

‘Valet Cart Collection Service’ means a service that entails the Contractor rolling Customer’s Carts from the back or side-yard of a Single-Family Premises, emptying the carts into a Collection vehicle, and returning the Carts to the original location.

**1.72 Waste Generator**

‘Waste Generator’ means the owner or occupant of premises that initially produces Solid Waste.

**1.73 Work Day**

Work Day means any day, Monday through Saturday, excluding Holidays.

## **Section 2 GRANT OF RIGHT AND PRIVILEGE TO COLLECT SOLID WASTE**

### **2.1 Grant of Exclusive Rights**

This Agreement grants to Contractor for the Term of this Agreement during which Solid Waste Handling Service is to be provided, the exclusive right and privilege to Collect, transport, process, recycle, compost, retain and dispose of Solid Waste Collected from only Cart Collection Customers, as defined in this Agreement, produced, generated and/or accumulated within the City, except as otherwise provided below. No other services shall be exclusive to the Contractor.

### **2.2 Limitations to Scope of Exclusive Agreement**

The exclusive franchise, right and privilege to provide Solid Waste Handling Services at Premises within City granted to Contractor by this Agreement specifically excludes the following services, which services may be provided by Persons other than Contractor and which may be the subject of other permits, licenses, franchises or agreements issued or entered by City:

1. Cart Collection Service, which is covered under the Cart Collection Service Agreement between the City of Calabasas and another waste hauler. **[This sentence will be excluded from Cart Collection Agreement].**
2. Regular Bin and Regular Rolloff Collection Service, which is covered under the Regular Bin and Regular Rolloff Solid Waste Collection Agreement between the City of Calabasas and another waste hauler. **[This sentence will be excluded from Regular Bin and Rolloff Collection Agreement]**
3. Temporary Bin and Temporary Rolloff Collection Service, which is covered under the Temporary Bin and Rolloff Solid Waste Collection Agreement between the City of Calabasas and another waste hauler. **[This sentence will be excluded from Temporary Bin and Rolloff Collection Agreement]**
4. The sale or donation of source-separated Recyclable Material by the Waste Generator or Customer to any Person other than Contractor; provided, however, to the extent permitted by law, if the Waste Generator or Customer is required to pay monetary or nonmonetary consideration for the Collection, transportation, transfer, or processing of Recyclable Material, then it shall not be considered a sale or donation.

5. Solid Waste, including Recyclable Materials and Green Waste, which is removed from any Premises by the Waste Generator, and which is transported personally by such Generator (or by his or her full-time employees) to a processing facility or Disposal Site in a manner consistent with all applicable laws and regulations.
6. Recyclable Materials, Organic Waste or Bulky Wastes which are source separated at any premises by the waste generator and donated to youth, civic or charitable organizations.
7. Recyclables delivered to a recycling center or drop-off station by the Waste Generator for Recycling under the California Beverage Container Recycling Litter Reduction Act, Section 14500, et seq.
8. Bulky Waste removed from a Single-Family Residential Premises by a property cleanup or maintenance company as an incidental part of the total cleanup or maintenance service offered by the company rather than as a hauling service.
9. Green Waste removed from a Premises by a gardening, landscaping, or tree trimming Contractor, utilizing its own equipment, as an incidental part of a total service offered by that Contractor rather than as a hauling service.
10. The Collection, transfer, transport, Recycling, and processing of animal by-products, fats, oils, or grease to be rendered and used as tallow.
11. The Collection, transfer, transport, Recycling, processing, and disposal of byproducts of sewage treatment, including sludge, sludge ash, grit and screenings.
12. The Collection, transfer, transport, Recycling, processing, and disposal of Hazardous Substances, Hazardous Waste, untreated Medical Waste, and radioactive waste regardless of its source.
13. Construction and Demolition Debris which is removed by a duly-licensed construction or demolition company (e.g., with a State contractor license type C-21) or as part of a total service offered by said licensed company or by the City, where the licensed company utilizes its own equipment.

14. The Collection, transfer, transport, Recycling, processing, and Disposal of Solid Waste by City through City officers or employees in the normal course of their City employment.
15. Solid Waste Handling Services for governmental agencies other than City, which may have facilities in City, but over which City has no jurisdiction in connection with the regulation of Solid Waste.
16. Collection Material that is removed from a premise by a company through the performance of a service that the Contractor has elected not to provide.

The exclusive franchise, right and privilege to provide Solid Waste Handling Services within City granted to Contractor by this Agreement shall be interpreted to be consistent with all applicable state and federal laws, now in effect and adopted during the Term of this Agreement, and the scope of this Agreement shall be limited by all applicable current and developing laws and regulations. In the event that future interpretations of current law, future enactments or developing legal trends limit the ability of City to lawfully grant Contractor the scope of services as specifically set forth in this Agreement, the scope of this Agreement shall be limited to those services and materials which may be lawfully provided, and that City shall not be responsible for any lost profits claimed by Contractor resulting from any change in law.

### **2.3 Enforcement of Exclusive Rights**

Contractor shall be responsible for enforcing the exclusive rights in this Agreement. City shall reasonably assist Contractor in its efforts to enforce the exclusivity of this Agreement. In addition, City shall adopt such ordinances or other regulations as it deems to be necessary or desirable to protect the exclusive rights granted in this Agreement. City shall have the right, but not the obligation, to enforce the exclusivity in this Agreement, including by instituting appropriate legal proceedings, and/or to request that Contractor do so. Contractor shall have an affirmative obligation to enforce such exclusivity provisions when requested to do so by City. Contractor shall reimburse City for its reasonable legal costs, extraordinary administrative costs (including staff time), or other expenses incurred in connection with City's actions to either enforce the exclusivity in this Agreement, or to assist Contractor in doing so.

### **2.4 Annexation**

Contractor's rights and obligations in this Agreement shall apply in any territory annexed to the City during the Term of this Agreement, except to the extent that the

application of such rights and obligations within such annexed territory would violate the provisions of Public Resources Code Section 49520. In such event, this Agreement shall become effective as to such area at the earliest possible date permitted by law. If upon annexation Contractor is permitted to provide Solid Waste Handling Services to Customers in the annexed territory pursuant to preexisting rights granted by another jurisdiction, Contractor shall provide all such Customers in the annexed area with the same services, at the same rates, as are available to Customers pursuant to the terms of this Agreement.

### **Section 3 REPRESENTATIONS AND WARRANTIES**

Contractor hereby covenants, represents, and warrants the following to City for the purpose of inducing City to enter into this Agreement, all of which shall be true as of the Effective Date of this Agreement:

1. Contractor is a validly existing corporation under the laws of the State of California.
2. Neither the execution of this Agreement nor the delivery by Contractor of services nor the performance by Contractor of its obligations in this Agreement: (1) conflicts with, violates or results in a breach of any applicable law; (2) conflicts with, violates or results in a breach of any term or condition of any judgment, decree, agreement (including, without limitation, the certificate of incorporation of Contractor) or instrument to which Contractor is a party or by which Contractor or any of its properties or assets are bound, or constitutes a default under any such judgment, decree, agreement or instrument; or (3) will result in the creation or imposition of any encumbrance of any nature whatsoever upon any of the properties or assets of Contractor.
3. There is no action, suit or other proceeding as of the date of this Agreement, at law or in equity, or to the best of Contractor's knowledge, any investigation, before or by any court or governmental authority, pending or threatened against Contractor which is likely to result in an unfavorable decision, ruling or finding which would materially and adversely affect the validity or enforceability of this Agreement or any such agreement or instrument entered into by Contractor in connection with the transactions contemplated hereby, or which could materially and adversely affect the ability of Contractor to perform its obligations in this Agreement or which would have a material adverse effect on the financial condition of Contractor.
4. Contractor has no knowledge of any applicable law in effect as of the date of this Agreement that would prohibit the performance by Contractor of this Agreement and the transactions contemplated hereby.
5. Contractor has made an independent investigation, satisfactory to it, of the conditions and circumstances surrounding this Agreement and the work to be performed by it, and is satisfied that those conditions and circumstances will not

impair its ability to perform the work and provide the Solid Waste Handling services required by this Agreement.

6. The information supplied by Contractor in all submittals made in connection with negotiation and execution of this Agreement, including all materials in its proposal to the City, and all representations and warranties made by Contractor throughout this Agreement are true, accurate, correct and complete in all material respects on and as of the Effective Date of this Agreement.

## **Section 4 EFFECTIVE DATE AND TERM**

### **4.1 Conditions to Effectiveness of Agreement**

The satisfaction of each and all of the conditions set out below, each of which may be waived in whole or in part by City in writing, is a condition precedent to the effectiveness of this Agreement, and a condition of Contractor's continued right to the benefits conveyed in this Agreement:

1. Accuracy of Representation - All representations and warranties made by Contractor and set forth in this Agreement shall be accurate, true, and correct on and as of the Effective Date of this Agreement.
2. Absence of Litigation - There shall be no litigation pending in any court challenging the award of this Agreement to Contractor or the execution of this Agreement or seeking to restrain or enjoin its performance.
3. Furnishing of Insurance, Bond, and Letter of Credit - Contractor shall have furnished the evidence of insurance, and performance bond required by this Agreement.
4. Effectiveness of City Council Action - City Council's Ordinance or Resolution approving this Agreement shall have become effective pursuant to California law.
5. Administrative Fee - Contractor shall have paid to the City the Administrative Fee pursuant to Section 10.2 of this Agreement.

### **4.2 Effective Date**

The 'Effective Date' of this Agreement shall be the date upon which all the conditions set forth in the above section have been accomplished, and have been accepted in writing by the City.

### **4.3 Term**

Contractor shall provide Solid Waste Handling Services and Disposal Services in accordance with this Agreement for a period of seven (7) years beginning Monday, February 29, 2016 through midnight on Tuesday, February 28, 2023 (the "Term"), unless this Agreement is terminated sooner pursuant to Section 17 of this Agreement.

#### **4.4 City's Option to Extend Term**

City shall have the sole option to extend the initial Term for three (3) additional two-year periods. The first two (2) year period shall be from March 1, 2023 through February 28, 2025; the second two (2) year period shall be March 1, 2025 through February 28, 2027; and the third two (2) year period shall be March 1, 2027 through February 28, 2029. If City elects to extend the Term, City shall notify Contractor in writing no later than nine (9) months prior to the end of the then existing Term. If City does not notify Contractor nine (9) months prior to the end of the then existing Term, the City shall waive its option to further extend the Term.

## Section 5 SCOPE OF SERVICES

### 5.1 Solid Waste Services – General

To protect the public health and safety, Contractor shall provide all labor, equipment, material, supplies, supervision and all other items necessary for the Collection of all Solid Waste generated or accumulated within the City from Cart Collection Customers covered by this Agreement at least once per week. The services provided by Contractor under this Agreement shall be performed in a thorough and professional manner so that all Customers are provided at all times with reliable, courteous and high-quality Solid Waste Handling Services.

### 5.2 Cart Collection Service

#### 5.2.1. Cart Collection – General

Contractor shall Collect all Solid Waste properly placed out for Collection by Cart Collection Customers at the Designated Collection Location not less than once per week using automated collection vehicles. A Cart shall be considered properly placed out for Collection if it is feasibly accessible by Contractor's automated Collection vehicles. If a Customer and Contractor cannot agree upon the Designated Collection Location, City shall make the final determination of the Designated Collection location.

It is the intent of the City and the Contractor to provide Customers with the highest level of customer satisfaction while at the same time enabling Contractor to operate efficiently. Contractor shall instruct Customers to place all Solid Waste inside Carts such that Contractor's drivers will not be required to routinely disembark the Collection vehicle. However, in the event that a Customer occasionally places Solid Waste adjacent to Carts, Contractor shall also Collect that Solid Waste. If a Customer routinely places for Collection Solid Waste outside the Cart, Contractor shall work with the Customer to determine if the Customer is in need of additional Carts. The City Manager is authorized to require Contractor to deliver additional Refuse Carts to any such Customers, or to require such other action of Contractor as is reasonably necessary to ensure that Customers receive high quality service.

#### 5.2.2. Refuse Cart Collection

Contractor shall Collect Refuse from all Cart Collection Customers in the City using Cart Collection Service. Contractor shall provide each Cart Collection Customer with one

Refuse Cart per Dwelling Unit at one of the three sizes shown in the rate schedule in Exhibit A. Each Customer shall choose either a ninety-six (96) gallon cart, a sixty-four (64) gallon cart, or a thirty-two (32) gallon cart.

Upon request by Customer, Contractor shall provide additional ninety-six (96), or sixty-four (64) gallon Refuse Carts. Contractor shall charge rates to the Customer based on each Customer's size and number of Refuse Carts according to the rate schedule in **Exhibit A**. Contractor may not charge for any services not listed in the rate schedule without prior written approval of the City.

### **5.2.3. Recyclables Cart Collection**

Contractor shall Collect Recyclables from all Cart Collection Customers in the City using Cart Collection Service. Contractor shall Collect Recyclables on the same day as Customer's Refuse Cart is Collected. Contractor shall provide each Cart Collection Customer in the City with at least one ninety-six (96) gallon cart per Dwelling Unit.

Upon request by Customer, Contractor shall provide an unlimited number of additional ninety-six (96), gallon Recycling Carts at no charge. Contractor shall provide Recyclable Cart Collection Service to Cart Collection Customers at no additional charge to City or to Customers.

### **5.2.4. Organics Cart Collection**

Contractor shall Collect Organics from all Cart Collection Customers (except Customers with Condominium Service) using Cart Collection Service. Contractor shall Collect Organics on the same day as Customer's Refuse Cart is Collected. Contractor shall provide each Customer with at least one ninety-six (96) gallon cart or more Organics Cart(s) per Dwelling Unit. Contractor shall provide Recyclable Cart Collection Service to Cart Collection Customers at no additional charge to City or to Customers.

### **5.2.5. Condominium Collection Service**

For Cart Collection Customers in Condominiums or other Multi-family Premises whose Greenwaste from common areas is collected and disposed by landscapers, Contractor shall not be required to provide an Organics Cart or Collect Organics. For these Customers with Condominium Cart Collection Service, Contractor shall charge the rate for Condominiums in Exhibit A.

#### **5.2.6. Valet Service**

Contractor shall provide on-premises Valet Service to Customers if all adults residing at the Premises have disabilities that prevent them from setting their Carts at the curb for Collection, and if a request for Valet Service has been made to, and approved by, the City Manager in a manner required by City. The City Manager shall notify the Contractor in writing of any Premises requiring Valet Service along with the date such service is to begin. No additional monies shall be due to the Contractor for the provision of required Valet Service.

For Customers who elect to have Valet Service, but do not require it, Contractor shall provide Valet Service as a premium service. For these Customers with Valet Service, Contractor shall charge the rate for Valet Service in **Exhibit A**.

#### **5.2.7. Bulky Item Pickups**

On an as-needed, on-call basis, the Contractor shall provide up to three (3) pickups per calendar year of Bulky Items from each Cart Collection Customer. Upon receiving a request from Customer two (2) days in advance, Contractor shall Collect Bulky Items on the Customer's regular weekly collection day at no extra charge. Each Bulky Items Collection shall be limited to: up to four (4) large household items or, up to twenty (20) plastic trash bags, or, up to ten (10) bundles of Greenwaste (bundled no more than 4' long and 18" in diameter) per Collection event (i.e., per pickup). Contractor shall not be required to remove any items that cannot be safely handled by two persons. Contractor shall comply with all applicable regulations governing the recovery of ozone depleting refrigerants during the handling and Disposal of refrigerators, or air conditioning units.

In the event a question arises as to whether a specific item or category of items meets the definition of Bulky Items, City shall determine whether the item(s) are considered Bulky Items, and that determination shall be final and binding on the Contractor.

For Bulky Item pickups that exceed three (3) in a calendar year, Contractor may charge the Bulky Item Pickup Charge according to the rate schedule in **Exhibit A**. For individual Bulky Items in excess of maximum quantity set forth above, Contractor shall charge Customer the Bulky Item Unit Charge according to the rate schedule in **Exhibit A**.

#### **5.2.8. Holiday Trees**

Contractor shall Collect all Holiday trees from Single-family and Multi-family Premises which are properly placed for Collection from the first Work Day after December 25th through the third Saturday in January. Collection shall occur on the regularly scheduled Collection day. Holiday Trees placed for Collection must be cut into lengths no longer than six (6) feet, be free of ornaments, garlands, tinsel and flocking, and the stands must be removed. Contractor shall Recycle all Holiday Trees. Holiday Trees set out for pickup that are flocked or contain tinsel or other decorations may be delivered to the Disposal Site at the discretion of the Contractor.

#### **5.2.9. Mulch Give-away**

Contractor shall provide two (2) 40-yard Rolloff Boxes of compost two (2) times per year for the use and benefit of the City of Calabasas and its residents. Contractor shall provide this service at no additional cost to City or to Customers. City shall provide the location for the placement of the Rolloff Boxes.

#### **5.2.10. Move-In Collection Service**

Contractor shall also provide, at no charge, one (1) on-call Move-In Collection of Recyclable packaging materials such as cardboard boxes, packing Styrofoam, and newspaper to Customers within three (3) months of service initiation by the Customer. Move-in Collection service shall be provided within forty-eight (48) hours of receipt of the request.

#### **5.2.11. ABOP Collection Service**

Contractor shall operate an ABOP Collection roundup on the second (2nd) Saturday of every other month at a site designated by the City. Contractor shall operate the roundup event between the hours of 10:00 am and 2:00 pm and shall provide all necessary staff, equipment, and containers to Collect ABOP materials dropped off by City residents. Contractor shall be responsible for the transportation, storage, processing, and proper Disposal of all ABOP material Collected at these events.

The Contractor shall publicize each public disposal center for antifreeze, batteries, motor oil and latex/water-based paint in the Calabasas area one time per year through one of the following methods: (1) insert included in envelope with customer's bill; (2) press releases and public service announcements; (3) submitting an article for inclusion in the city's newsletter; or (4) distribution of informational flyers to the general public at

appropriate events and through the mail. The method of publicity shall be selected by the Contractor and approved by City.

Contractor shall invoice the City on or about the first (1st) day of the following month for cost incurred to operate the ABOP roundup during the prior month. Contractor's invoice must be accompanied with a full accounting of all materials accepted, how the materials were Recycled, reused, or Disposed, and the quantity of each ABOP material type.

The City shall reimburse the Contractor by the end of the month following the ABOP roundup. City shall reimburse Contractor up to the total amount the City receives in Used Oil Block Grant monies from CalRecycle. Contractor shall be responsible for ABOP roundup costs that exceed City reimbursement. The City shall be responsible to file the grant application and prepare reports back to CalRecycle.

#### **5.2.12. Optional – Door to Door HHW Collection**

**If the City elects to include Door to Door HHW Collection in this Agreement,** Contractor shall undertake a program to Collect Household Hazardous Waste from Single-family and Multi-family Residential Premises on an on-call basis. Contractor shall perform this service at no additional cost to City or Customer. Contractor shall Collect HHW from Residential Customers on their regular Collection day during the last two weeks of each quarter on an on-call by-appointment basis. The Door to Door HHW Collection program shall include the following features:

1. An ongoing public education program to inform residents of the benefits and availability of a Door to Door HHW program.
2. An annual schedule of quarterly Collection periods including the month, appointment deadline, and collection weeks
3. A convenient means by which Residential Customers may make an appointment to have their HHW Collected
4. Instructions and materials (bags, labels, etc.) that will enable residents to safely and conveniently prepare their HHW for Collection.
5. Specific policies and procedures for the Door to Door HHW program such as acceptable Collection locations (doorstep, etc.), list of acceptable and non-acceptable materials, and quantity limits.

### **5.3 Regular Bin and Rolloff Collection Service**

#### **5.3.1. Regular Bin Collection Service – General**

Contractor shall Collect Solid Waste from all Regular Bin Collection Customers not less than once per week. Contractor shall Collect Solid Waste properly placed in Bins from the Designated Collection Location upon each Customer's Premises. Contractor shall replace empty Bins to their original location with gates or doors of enclosures secured after Collection is completed. A Bin shall be considered properly located for Collection if it is feasibly accessible by Contractor's front-loading Collection vehicles. If a Customer and Contractor cannot agree upon the Designated Collection Location, City shall make the final determination.

#### **5.3.2. Regular Bin Collection Service - Refuse**

Contractor shall Collect Refuse from all Regular Bin Collection Customers. Contractor shall provide the size and quantity of Refuse Bins, and the number of weekly pickups as requested by Customer, or as required to maintain public health and safety. If Contractor and Customer cannot agree upon the appropriate size and number of Bins, or on the number of weekly pickups, City shall determine the most appropriate service level. Contractor shall bill the Customer for Regular Bin Collection Service based on each Customer's size and number of Refuse Bins, and number of weekly pickups according to the monthly rates schedule in Exhibit B. Contractor may not charge for any services not listed in the rate schedule without prior approval of the City.

#### **5.3.3. Regular Bin Collection Service – Recyclables**

Upon request by Customer, Contractor shall Collect Recyclables from Regular Bin Collection Customers no less frequently than once per week. Contractor may use Bins or Carts to Collect Recyclables from Regular Bin Collection Customers. Contractor shall provide the size and quantity of Bins or Carts as requested by Customer. If Contractor and Customer cannot agree upon the appropriate size and number of Bins, or on the number of weekly pickups, City shall determine the most appropriate service level. Contractor shall Collect Recyclables from Regular Bin Collection Customers at no additional charge to Customer or City.

#### **5.3.4. Multi-family Bulky Item Pickups**

On an as-needed, on-call basis, the Contractor shall provide up to three (3) pickups per calendar year of Bulky Items from each Bin Collection Customer at Multi-family Premises. Upon receiving a request from Customer two (2) days in advance, Contractor shall Collect Bulky Items on the Customer's regular collection day at no extra charge. Each Bulky Items Collection shall be limited to: up to four (4) large household items or, up to twenty (20) plastic trash bags, or, up to ten (10) bundles of Greenwaste (bundled no more than 4' long and 18" in diameter) per Collection event (i.e., per pickup). Contractor shall not be required to remove any items that cannot be safely handled by two persons. Contractor shall comply with all applicable regulations governing the recovery of ozone depleting refrigerants during the handling and Disposal of refrigerators, or air conditioning units.

In the event a question arises as to whether a specific item or category of items meets the definition of Bulky Items, City shall determine whether the item(s) are considered Bulky Items, and that determination shall be final and binding on the Contractor.

For Bulky Item pickups that exceed three (3) in a calendar year, Contractor may charge the Bulky Item Pickup Charge according to the rate schedule in Exhibit B. For individual Bulky Items in excess of maximum quantity set forth above, Contractor shall charge Customer the Bulky Item Unit Charge according to the rate schedule in Exhibit B.

### **5.3.5. Multi-family Holiday Trees**

Contractor shall Collect all Holiday trees from Single-family and Multi-family Premises which are properly placed for Collection from the first Work Day after December 25th through the third Saturday in January. Collection shall occur on the regularly scheduled Collection day. Holiday Trees placed for Collection must be cut into lengths no longer than six (6) feet, be free of ornaments, garlands, tinsel and flocking, and the stands must be removed. Contractor shall Recycle all Holiday Trees. Holiday Trees set out for pickup that are flocked or contain tinsel or other decorations may be delivered to the Disposal Site at the discretion of the Contractor.

### **5.3.6. Regular Rolloff Collection Service**

Contractor shall Collect Solid Waste from all Regular Rolloff Collection Customers using Contractor-furnished Rolloff Boxes or Customer-furnished Rolloff Compactors. Upon Customer request, Contractor shall furnish the size and number of Rolloff Boxes requested by Customer.

Contractor is not obligated to furnish Rolloff Compactors. Contractor may sell or lease Rolloff Compactors to Customers. Any sale or lease of Rolloff Compactors to Customers shall be outside the scope of this Agreement. However, the Collection service provided to those Customers with Rolloff Compactors shall be within the scope of this Agreement.

Within one (1) Workday of Customer's request for service, Contractor shall Collect Solid Waste properly placed in Rolloff Boxes or Rolloff Compactors from the Designated Collection Location upon each Customer's Premises. A Rolloff Box or Rolloff Compactor shall be considered properly located for Collection if it is feasibly accessible by Contractor's rolloff collection vehicles. If a Customer and Contractor cannot agree upon the Designated Collection Location, City shall make the final determination.

Contractor shall bill the Customer for Regular Rolloff Collection Service based on each load and the actual weight of each load according to the rate schedule in Exhibit B. Contractor may not charge for any services not listed in the rate schedule without prior approval of the City.

### **5.3.7. City Facilities Collection Service**

Contractor shall Collect and dispose of all Refuse, Recyclable Material, and Green Waste put in Containers for Collection at all facilities owned and/or operated by the City at no charge. City facilities include, but are not limited to, City Hall, City offices, parks, corporation yards, recreation centers, and community centers. Contractor shall provide the number and size of Containers, and frequency of service at the City's direction. Service levels and number of City facilities served may increase during the Term of this Agreement without any additional compensation paid to the Contractor. The current scope of service provided to City facilities is shown on the following page in Table 1.

**Table 1 - Service to City Facilities**

Service Location	Number of Bins	Bin Size	Pickups per Week
Grape Arbor Park	2	3 yard	2
Juan Bautista de Anza Park	2	3 yard	2
Freedom Park	1	3 yard	As needed
Gates Canyon Park	2	3 yard	2
Highlands Park	1	3 yard	As needed
Bark Park	1	3 yard	As needed
Wild Walnut Park	1	3 yard	As needed
City Hall	4	3 yard	2
Tennis & Swim Center	2	3 yard	6
Community Center	2	3 yard	2

**5.3.8. Bus Stop Container Collection Service**

Contractor shall Collect and dispose of all Refuse placed in Containers at bus stops in the City. The location and frequency of service for these Containers is listed in Exhibit D. City may change the frequency of service and/or number of bus stops serviced during the Term of this Agreement without any additional compensation paid to the Contractor. City shall include any such changes on a revised Exhibit D.

**5.3.9. Sidewalk Litter Container Collection Service**

Contractor shall Collect and dispose of all Refuse placed in public Containers that are placed on sidewalks and in public areas by the City. The location and frequency of service for these Containers is listed in Exhibit E. Public Street Containers shall be provided by City. Any plastic liners or other miscellaneous items needed to provide service shall be furnished by Contractor. City may change the service frequency and number of Containers during the Term of this Agreement without any additional compensation paid to the Contractor. City shall include any such changes on a revised Exhibit E.

**5.3.10. City-sponsored Special Events**

Contractor shall provide Solid Waste Collection and Disposal/processing service for City-sponsored special events. This shall include providing Containers (Bins, Roll-off Boxes, and clearly labeled cardboard waste boxes with liners) to Collect and dispose of, or process, all Solid Waste and Recyclable Materials. The Contractor shall provide these services at City-sponsored events, at no cost to City or ratepayers. City-sponsored events shall include those listed below in Table 2.

**Table 2 - City-sponsored Special Events**

Event	Location(s)	When	Estimated Attendance	Estimated Service Requirements
Egg Hunt	Juan Bautista de Anza Park	Easter	1,500	Cardboard containers
Fine Arts Festival	Two locations: The Commons at Calabasas; Calabasas Civic Center	Two days in May	12,000 to 15,000 over two days	One (1) 40 yd. rolloff and cardboard containers
Fourth of July (Lakeside Fun Run and Fireworks Spectacular)	Fun Run - Lake Behind the Tennis & Swim Center Fireworks Spectacular – Calabasas High School	July	3,000	One (1) 40 yd. rolloff and cardboard containers
Pumpkin Festival	Lost Hills Road & Juan Bautista de Anza Park	Two days in October	3,000 to 5,000 over two days	Two (2) 40 yd. rollofs and cardboard containers

**5.3.11. Optional - Commercial Organics Collection Service**

If the City elects to include this service in the Agreement - Upon request by Customer, Contractor shall Collect Source-separated Organics from all Regular Bin Collection Customers not less than once per week. For Customers that subscribe to Commercial Organics Collection Service, Contractor shall Collect Organics properly placed in Carts or Bins from the Designated Collection Location upon each Customer's Premises. Contractor shall replace empty Carts or Bins to their original location with gates or doors of enclosures secured after Collection is completed. A Cart or Bin shall be considered properly located for Collection if it is feasibly accessible by Contractor's Collection

vehicles. If a Customer and Contractor cannot agree upon the Designated Collection Location, City shall make the final determination.

Contractor shall provide the size and quantity of Carts or Bins, and the number of weekly pickups as requested by Customer, or as required to maintain public health and safety. If Contractor and Customer cannot agree upon the appropriate size and number of Carts or Bins, or on the number of weekly pickups, City shall determine the most appropriate service level. Contractor shall bill the Customer for Organics Collection Service based on each Customer's size and number of Carts or Bins, and number of weekly pickups according to the monthly rate schedule in Exhibit B-1.

#### **5.4 Temporary Bin and Rolloff Collection Service**

##### **5.4.1. Temporary Bin Collection Service**

*Contractor shall deliver the number of requested Bins to Temporary Bin Customers within one (1) Workday of request by Customer. Contractor may require Customers to pay in advance or upon Bin delivery. Contractor shall Collect all Solid Waste properly placed for Collection from Temporary Bin Customers on an on-call basis within one (1) Workday of Customer's request for service. Contractor shall provide Temporary Bin Collection Service at the rates shown in Exhibit C.*

##### **5.4.2. Temporary Rolloff Collection Service**

*Contractor shall deliver the number of requested Rolloff Boxes Temporary Rolloff Customers within one (1) Workday of request by Customer. Contractor may require Customers to pay in advance or upon Bin delivery. Contractor shall Collect all Solid Waste properly placed for Collection from Temporary Rolloff Customers on an on-call basis within one (1) Workday of Customer's request for service. Contractor shall provide Temporary Bin Collection Service at the rates shown in Exhibit C.*

## **Section 6 OPERATIONS, PERSONNEL AND EQUIPMENT**

### **6.1 Operations**

#### **6.1.1. Hours of Collection**

To protect the peace and quiet of residents, Contractor shall not Collect Solid Waste before 7:00 a.m. or after 6:00 p.m. The City may direct Contractor to reduce the Collection hours in areas around schools and in high traffic areas during peak traffic hours. When the City is conducting road rehabilitation projects, the City reserves the right to temporarily redirect or restrict Contractor from Collection in the affected areas if needed. The hours of Collection may be extended due to extraordinary circumstances with the prior written (e.g., e-mail) consent of the City Manager.

#### **6.1.2. Holidays**

Contractor shall not Collect Solid Waste on Sundays or the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. In any week in which one of these holidays falls on a weekday, Collection Services for the Holiday and each Work Day thereafter will be delayed one Work Day for the remainder of the week. Friday Collection Services shall be performed on Saturday.

#### **6.1.3. Complaints for Missed Collections**

In the case of a Complaint for a missed Collection received on a collection day, Contractor shall make the Collection not later than 5 p.m. if it has been notified by noon, or on the first collection day after the Complaint is received, if the Complaint was received after noon.

#### **6.1.4. Hazardous Waste Inspection and Reporting**

Contractor reserves the right and has the duty under law to inspect Solid Waste put out for Collection and to reject Solid Waste observed to be contaminated with Household Hazardous Waste or Hazardous Waste. In the event a Customer sets out for Collection any Household Hazardous Waste or Hazardous Waste, Contractor shall reject the material, tag the Container with instructions to the Customer for the proper method to discard of Hazardous Waste, and record the event in the Customer's profile in Contractor's billing system.

#### **6.1.5. Refusal to Collect**

When Solid Waste is not Collected from any Customer, Contractor shall notify its Customer in writing, at the time Collection is not made, through the use of a "tag" or otherwise, of the reasons why the Collection was not made.

#### **6.1.6. Load Weight**

Contractor shall not load its Collection vehicles such that the vehicle's gross weight (the total weight of the load and the vehicle) exceeds the manufacturer's gross vehicle weight rating (GVWR), or exceeds any other weight limits imposed by state or local laws or regulations.

#### **6.1.7. Property Damage**

Any physical damage caused by the negligent or willful acts or omissions of employees of Contractor to public or private property shall be promptly repaired or replaced by Contractor at Contractor's sole expense.

#### **6.1.8. Commingling of Routes**

Contractor shall not commingle City Collection routes with other city or county routes. Each route shall be dedicated exclusively to City-generated waste Collected within City boundaries under this Agreement.

### **6.2 Personnel**

#### **6.2.1. Qualifications**

Contractor shall employ qualified personnel to perform the services set forth in this Agreement. Contractor shall ensure that its employees comply with all applicable laws and regulations and meet all federal, state and local requirements related to their employment and position. Contractor shall provide operating and safety training that meets minimum OSHA standards for all its drivers, helpers, and those employees who are otherwise directly involved in Collection operations. Contractor shall train its drivers and helpers in the identification of Hazardous Waste. Each driver shall at all times carry a valid California driver's license, and any other required licenses for the type of vehicle that is being operated. Each driver shall comply with all applicable state and federal laws, regulations and requirements.

### **6.2.2. Conduct**

Contractor's employees shall conduct themselves in a competent, thorough, and courteous manner. The City may request the transfer of any employee who materially violates any provision in this Agreement, or who is negligent, careless, or discourteous in the performance of their duties. Contractor's field operations personnel shall wear a clean uniform with the employee and Contractor's name. Contractor's employees, who normally come into contact with the public, shall bear a company photo identification card. Contractor shall not permit any employee to solicit or accept, either directly or indirectly, any compensation or gratuity for services authorized to be performed under this Agreement.

### **6.2.3. Drug and Alcohol Testing**

Contractor shall prescreen all applicants seeking employment that would result in the applicant, if hired, driving Contractor's vehicles within City. The prescreening shall include drug and alcohol testing by a certified independent testing laboratory. Contractor shall reject any applicant for employment within City who tests positively for any prohibited substance. In addition, Contractor shall conduct unannounced random drug and alcohol testing of all employees performing driving duties within City pursuant to the regulations administered by the Federal Motor Carrier Safety Administration (49 CFR, Part 40). The random testing shall be conducted by a certified independent testing laboratory. Any employee who tests positive for prohibited substances or alcohol shall be immediately and permanently removed from any assignment to perform duties under this Agreement.

### **6.2.4. Employees of Previous Service Provider**

In the event Contractor takes over service in the City from a previous service provider, Contractor shall make good faith efforts to hire all 'qualified applicants' of the previous service provider to perform work under this Agreement. A 'qualified applicant' is an individual that: (i) was an employee of the previous service provider and regularly worked in the City within sixty (60) days prior to the Effective Date; (ii) is qualified by training and experience for the desired position; and (iii) successfully passes Contractor's physical and drug test. All employees of the previous service provider hired by Contractor shall retain the level of seniority that they held with the previous service provider, and shall receive a compensation and benefits package from Contractor that is commensurate with the Contractor's other employees with a similar level of skill, experience and seniority.

## **6.3 Vehicles**

### **6.3.1. General**

Contractor shall provide vehicles for Solid Waste Handling Services that are sufficient in number and capacity to efficiently perform the work required by this Agreement. Contractor shall own and maintain sufficient back-up vehicles.

Contractor shall equip vehicles so as to prevent Solid Waste from being blown or otherwise escape from the vehicle. Contractor shall be responsible to promptly clean any spillage or Solid Waste that leaks or otherwise escapes its vehicles.

Each Collection vehicle shall carry a broom, shovel, and operable fire extinguisher, and shall be equipped with a radio to enable the driver to communicate directly with Contractor's dispatcher and/or main office.

No Collection Vehicle shall be utilized if it is leaking fluids. Contractor shall clean up any leaks or spills from its vehicles. Contractor shall equip all Collection Vehicles with absorbent for such cleanups. No fluids shall be washed into storm drains at any time.

### **6.3.2. Appearance**

Contractor shall paint each vehicle periodically (including performing all necessary body work), no less than once every two years. Contractor shall mark the rear, and both sides of each vehicle with the Contractor's name, telephone number, and a vehicle number in letters not less than five (5) inches in height. Contractor shall maintain each vehicle in a clean and sanitary condition both inside and out.

### **6.3.3. Maintenance**

Contractor shall perform all scheduled maintenance functions upon Collection Vehicles in accordance with the manufacturer's specifications and schedule. Contractor shall repair, or arrange for the repair of, all of its vehicles and equipment for which repairs are needed because of accident, breakdown or any other cause so as to maintain all equipment in a safe and operable condition. Contractor shall keep accurate records of all Collection Vehicle maintenance and repair, recorded according to date and mileage, including signed verifications that repairs and maintenance has been properly performed, and shall make such records available to City upon request.

#### **6.3.4. Emissions**

Contractor's Collection Vehicles shall comply with all rules and regulations of the South Coast Air Quality Management District, the Air Resource Board, and any other air-quality regulatory body that may be in authority during the Term of this Agreement.

#### **6.3.5. Noise**

Contractor's vehicles using compaction mechanisms during the stationary compaction process shall not exceed a noise level of seventy (70) decibels (dB)A at a distance of fifty (50) feet from the collection vehicle measured at an elevation of five (5) feet above ground level. Contractor shall submit to City, upon City's request, a certificate of vehicle noise level testing, by an independent testing entity, for any collection vehicle which City or Contractor has received more than one complaint regarding excessive noise.

#### **6.3.6. Safety**

Contractor shall equip each vehicle with appropriate safety equipment, including any new safety related technologies that become standard in the waste industry during the Term of this Agreement. Collection vehicles shall be well marked and highly visible. At a minimum, Collection vehicles shall have a back-up warning alarm, and a video monitor based back-up system, or its equivalent.

#### **6.3.7. Inspection of Vehicles**

Contractor shall inspect each Collection vehicle daily to ensure that all equipment is operating properly. Collection vehicles that are not operating properly shall be removed from service until repaired and operating properly.

Contractor shall regularly inspect each Collection vehicle to ensure it meets the requirements of the California Vehicle Code and the California Highway Patrol. Contractor shall provide to the City copies of its Biannual Inspection of Terminal ("BIT") inspection reports to City within 30 days of its receipt of such reports. Contractor shall make all records related to its vehicles available to City upon request by the City Manager.

City may cause or require any Collection vehicle used in performance of this Agreement to be inspected and tested at any time and in such manner as may be appropriate to determine that the vehicle is being maintained in compliance with the provisions of this Agreement.

Upon request, Contractor shall furnish City a written inventory of all equipment, including Collection Vehicles, used in providing service pursuant to this Agreement. This inventory shall list all equipment by manufacturer, ID number, date of acquisition, type and capacity.

Any Collection Vehicle that the City Manager deems inappropriate for use in City for any reason (including its appearance) shall be removed from service in City, until such time as the City Manager determines the issue regarding said Collection vehicle is corrected.

#### **6.4 Containers**

If any Solid Waste enterprise providing Solid Waste Handling Services to Customers prior to the Effective Date does not remove the Containers it had in use prior to the Effective Date, Contractor shall Collect and dispose of all such Containers at no additional charge to City or Customers.

##### **6.4.1. Carts**

Contractor shall provide Cart Collection Customers with Carts during the Term of this Agreement. Carts and Cart lids must meet color, size, uniformity, and quality requirements of the City. Contractor shall provide and maintain Carts and Cart lids with consistent colors and in good condition. Contractor shall maintain all Carts in good repair. If a Cart is broken or damaged, Contractor shall repair or replace such Carts by the next regularly scheduled collection day provided that the Customer notifies the Contractor two (2) Work Days in advance of the next collection day.

Carts shall be marked or labeled to include the Contractor's name and phone number, and information about what materials should and should not be placed in each type of Cart. City shall approve what information is marked on Carts.

##### **6.4.2. Cart Exchange**

Upon notification to the Contractor by the City or a Customer that a change in the size or number of Carts is required, the Contractor shall deliver such Carts to such Customer by the next regularly scheduled collection day provided that the Customer notifies the Contractor two (2) Work Days in advance of the next collection day. Each Cart Customer shall be entitled to receive one (1) free Refuse Cart exchange, one (1) free Recycling Cart exchange and one (1) free Organics Cart exchange per year during the Term of this Agreement. For exchanges that exceed one (1) per year, Contractor may charge Customers the cart exchange fee shown in **Exhibit A**.

#### **6.4.3. Cart Replacement**

Any Cart damaged by the Contractor shall be replaced by the Contractor, at the Contractor's expense. If a Cart is lost, stolen or damaged beyond repair through no fault of the Contractor, the Contractor shall deliver replacement Cart to Customer by the next regularly scheduled collection day provided that the Customer notifies the Contractor two (2) Work Days in advance of the next collection day. Each Cart Customer shall be entitled to the replacement of one (1) lost, destroyed, or stolen Refuse Cart, one (1) lost, destroyed, or stolen Recycling Cart, and one (1) lost, destroyed, or stolen Organics Cart during the initial Term of this Agreement at no cost. For replacements of more than one (1) lost, destroyed, or stolen Cart of each type during the initial Term, Contractor may charge Customer the Cart replacement fee shown in **Exhibit A**. After the initial Term, Customers shall be entitled to one (1) additional free replacement Cart of each type during the remaining Term of this Agreement.

#### **6.4.4. Ownership of Carts**

Contractor shall own all Carts provided under this Agreement. In the event this Agreement is not extended or renewed, Contractor shall remove all Carts in service from the City.

#### **6.5 Food Waste Pails**

Upon request, Contractor shall provide Cart Customers with one (1) Food Waste Pail per Dwelling Unit during the Term of this Agreement. Food Waste Pails shall be marked or labeled to include the Contractor's name and phone number, and information about what materials should and should not be placed in the Food Waste Pail. City shall approve what information is marked on Food Waste Pails. Upon request by Customer, Contractor shall replace up to one (1) Food Waste Pail per Customer each year at no charge. For replacements that exceed one (1) per year, Contractor may charge the Food Waste Pail replacement charge in **Exhibit A**.

##### **6.5.1. Bins**

Contractor shall provide Bin Collection Customers with Bins required during the Term of this Agreement. The size and quantity of Bins shall be determined by mutual agreement between Customer and Contractor, and shall be subject to City approval. Contractor shall maintain Bins in a clean condition and free from putrescible residue. Bins shall be watertight, and constructed of heavy metal, or other durable material. Bins shall be well painted, and maintained in good repair.

Contractor shall mark each Bin with the name of Contractor and phone number in letters not less than three (3) inches high. Bins shall be labeled to include instructions on what materials should and should not be placed in the Bin. Contractor shall replace Bins upon City's request if the City deems it necessary to maintain a neat appearance. All Refuse Bins shall be painted a uniform color, and all Recycling Bins shall be painted a different, uniform color.

#### **6.5.2. Bin Replacement**

Upon Customer or City request, or if required to maintain the Bins in a clean condition, Contractor shall clean or replace all Bins once per year at no additional charge. Contractor shall perform cleaning or replacement of Bins more frequently if necessary to prevent a nuisance caused by odors or vector harborage, or if requested by Customer or City. Contractor shall remove graffiti from any Container within two (2) Work Days of request by City or Customer.

#### **6.5.3. Locking Bins**

Contractor shall provide locking Bins upon Customer request. Contractor shall be entitled to the monthly charge for locking bins shown in the Rate Schedule in Exhibit A.

#### **6.5.4. Rolloff Boxes**

Contractor shall provide Roll-off Boxes to Rolloff Customers sufficient to meet Customer demand throughout the Term of this Agreement. Contractor shall keep all Roll-off Boxes clean, well-painted free from graffiti, and in good repair. Contractor shall display the name and phone number of Contractor in letters not less than three (3) inches high on Rolloff Boxes.

#### **6.5.5. Rolloff Compactors**

Maintenance of Customer-owned Rolloff Compactors shall be the responsibility of the Customer, and not Contractor. Contractor may sell, or lease Rolloff Compactors to Customers. Any such sale or lease shall be outside the scope of this Agreement. Any proceeds to Contractor from the sale or lease of Rolloff Compactors are not included in Gross Receipts.

## **Section 7      CUSTOMER SERVICE**

### **7.1      Office Hours**

Contractor shall maintain an office with assigned personnel accessible by a local phone number. Contractor's office hours are to be from 8:00 a.m. to 5:00 p.m. Monday-Friday and 8:00 a.m. to 12:00 p.m. on Saturdays when Collection is occurring. At Contractor's expense, its telephone numbers shall be listed in Calabasas-area telephone directories under both Contractor's name and the City's name. Contractor shall have the capability of responding to Customers in English, Spanish, and any other predominant languages necessary for communication between Contractor and its Customers.

### **7.2      Emergency Telephone Number**

Contractor shall maintain an emergency after-hours telephone number for use by City personnel only. Contractor shall have a representative, or an answering or call-forwarding service to contact such representative, available at the emergency telephone number during all hours other than office hours.

### **7.3      Service Complaints**

All Customers' Complaints shall be directed to Contractor. Contractor shall record all Complaints, including date, time, complainant's name and address, nature of Complaint, and date and manner of resolution of Complaint. Contractor shall maintain this information in a computerized service complaint log. This service complaint log shall be available for review by City representatives during Contractor's office hours. Upon request by City, Contractor shall provide a copy of this service complaint log on computer disc, or via email, in a format compatible with City's computer system.

### **7.4      Customer Education Program**

Contractor shall develop and implement an education program for the City's integrated solid waste program, including goals, strategies and timetables. The Customer Education Program (CEP) shall include information with respect to AB 939 diversion goals, bulky goods pick-ups, green waste diversion programs and the importance of the safe disposal of household hazardous waste. Contractor shall provide and distribute information in the form of fliers, cards, stickers, or otherwise as Contractor determines to be most effective. Contractor may also utilize other promotional activities to achieve the goals of this Agreement, including participation in school assemblies and demonstrations, Chamber of Commerce and other local activities, parades and other

civic events, as approved in writing by the City Manager or his or her designee. The CEP must be submitted upon execution of this Agreement, and any change in the CEP must be approved in writing by the City Manager.

The Contractor shall be responsible for distribution of public education brochures, approved by the City, to describe and promote the Contractor's Solid Waste Handling Services, and the waste Collection and Recycling services that are available to the City's residents, and businesses.

### **7.5 Customer Privacy**

Contractor shall strictly observe and protect the rights of privacy of Customers. Information identifying individual Customers, or the composition or contents of a Customer's Solid Waste shall not be disclosed by Contractor to any Person, or governmental agency unless required by law or upon written authorization of the Customer. Contractor shall not market or distribute mailing lists with the names and addresses of Customers. The rights accorded Customers pursuant to this Section shall be in addition to any other privacy rights accorded Customers pursuant to federal or state law.

**Section 8 FLOW CONTROL; AND MARKETING OF RECYCLABLES**

**8.1 Ownership of Solid Waste**

Ownership and the right to possession of Solid Waste, including Organics and Recyclable Materials, shall transfer directly from the Customer to Contractor upon Collection by Contractor. At no time shall the City obtain any right of ownership or possession of Solid Waste or Hazardous Waste placed for Collection and nothing in this Agreement shall be construed as giving rise to any inference that City has any such ownership.

**8.2 City's Ability to Control the Flow of Solid Waste**

City shall have the absolute ability to determine the location for the delivery and/or Disposal of all Solid Waste (including Recyclables, Organics, and Construction and Demolition Waste) Collected pursuant to this Agreement (hereinafter City's "Flow Control Option"). Contractor expressly consents to City's ability to direct the location for Disposal of Solid Waste in this Agreement, and waives any and all rights to challenge City's ability to do so, including without limitation any rights under the Commerce Clause of the United States Constitution. As of the Effective Date, City shall be deemed to have exercised its Flow Control Option so as to require delivery of all Solid Waste Collected in this Agreement to the facilities listed below in Table 3.

**Table 3 – Approved Disposal and Processing Facilities**

<b>Material Type</b>	<b>Destination Facility</b>
Refuse	
Recyclables	
Organics	
Construction and Demolition	

**8.3 Marketing Of Recyclables**

Contractor shall market all marketable Recyclables Collected pursuant to this Agreement. Contractor is entitled to all revenues (including California Redemption Value revenues) received by Contractor from the marketing of Recyclables. Contractor shall assume all risk, and enjoy all rewards, resulting from changes in market prices of Recyclables.

## Section 9 RATES AND BILLING

### 9.1 Rates

Contractor's compensation for all solid waste Collection, transportation, processing, recycling, and disposal services shall be the rates set forth in Exhibit A, B and C to this Agreement.

### 9.2 Adjustment of Rates

Beginning on July 1, 2017, and each July 1 thereafter during the Term, Contractor shall be entitled to an increase in the rates in Exhibit A Exhibit B *Exhibit C* or the rates then in effect. The adjustment of Contractor's rates shall be accomplished according to the procedures and methodology set forth below and according to the example in Exhibit D.

On or before March 31<sup>st</sup> of each year in which an adjustment is to be made, Contractor shall submit to the City schedules setting forth the:

1. Current rates;
2. Applicable CPI, PPI, and Disposal Tipping Fee values;
3. Percentage change in the those values;
4. Calculation of the combined rate adjustment percent; and,
5. Proposed adjusted rates.

These schedules are for convenience of the City in corroborating rate adjustments, but are not binding. The City in its sole discretion may make corrections or adjustments in these schedules to provide for rate adjustments that are in accordance with the terms of this Agreement.

#### 9.2.1. Calculation of Rate Adjustment

The Maximum Rates shall be adjusted based on a combined rate adjustment percentage. The rate adjustment percentage shall be comprised of three components: a service component, a fuel component, and a disposal component. All three of these components shall be independently calculated. The weighted results of these calculations shall be combined to derive the combined rate adjustment percentage.

The weighting of the components of the rate adjustment percentage shall be as shown in Table 4 on the following page.

**Table 4 - Rate Adjustment Components**

<b>Component</b>	<b>Weight</b>
Service	65%
Fuel	5%
Disposal	30%
<b>Total</b>	<b>100%</b>

These weights are intended to generally reflect the major areas of Contractor’s cost structure such that this rate adjustment method strikes a reasonable balance between accuracy and efficiency. In the event that the relative weights of these categories change materially over the term of this Agreement, Contractor or City may petition the other party to realign the components with Contractor’s actual cost structure. Any such realignment shall be subject to the inspection and audit provisions of Section 11.2.

**9.2.2. Service Component**

The weighted adjustment percentage for the service component shall be equal to the service component adjustment factor multiplied by sixty-five percent (65%) as shown by example in Exhibit G. The service component adjustment factor shall be the annual percentage change in the ‘Consumer Price Index’ from in the previous calendar year. The ‘Consumer Price Index’ (or ‘CPI’) shall mean the Consumer Price Index for all Urban Consumers (National CPI-U) for the Los Angeles/Orange County/Riverside metropolitan statistical area published by the United States Department of Labor, Bureau of Labor Statistics.

**9.2.3. Fuel Component**

The weighted adjustment percentage for the fuel component shall be equal to the fuel component adjustment factor multiplied by five percent (5%) as shown by example in Exhibit G. The fuel component adjustment factor shall be the annual percentage change in the ‘Producer Price Index - Natural Gas’ from in the previous calendar year. The ‘Producer Price Index – Natural Gas’ (or ‘PPI’) shall mean the Producer Price Index for Natural Gas Distribution – Commercial (Series ID# 221210221210113) for the Pacific Region published by the United States Department of Labor, Bureau of Labor Statistics.

**9.2.4. Disposal Component**

The weighted adjustment percentage for the disposal component shall be equal to the disposal component adjustment factor multiplied by thirty percent (30%) as shown by example in Exhibit G. The disposal component adjustment factor shall be based on the weighted average percent change in the Disposal Tipping Fee for the previous calendar

year. The Disposal Tipping Fee shall mean the tipping fee charged by the Calabasas Landfill for Municipal and Inert Waste.

#### **9.2.5. Combined Rate Adjustment Percent**

The rate combined rate adjustment percentage shall be the sum of the weighted adjustment percentages for the service component, the fuel component, and the disposal component as shown by example in Exhibit D. The rate adjustment percentage shall be applied to the then existing rates to calculate the new rates for the ensuing fiscal year. In any year that the combined rate adjustment percent is negative, rates for that year shall not decrease and shall not be adjusted.

#### **9.3 Extraordinary Rate Adjustment**

Contractor may request an adjustment to the rates at other times to provide for the reimbursement of unusual increased costs of providing service under this Agreement, to the extent not included within the annual rate adjustment provided in Section 9.2. Unusual increased costs may include changes in service mandated by the City, changes to the Calabasas Municipal Code affecting Contractor's operations, increases in franchise fees imposed by the City, changes in state or local government solid waste fees and charges, or changes in the law, but shall not include circumstances within the control of Contractor, such as changes in the purchase price of new equipment, or negotiation of wage and benefit increases in connection with a collective bargaining agreement. For each request, Contractor must prepare a schedule documenting the extraordinary costs. The request shall be prepared in a form acceptable to the City Manager with support for all assumptions made by Contractor in preparing the estimate. The City Council shall review Contractor's request and, at its sole discretion, make the final determination on the appropriate amount of the adjustment, if any, within sixty (60) days of receipt of Contractor's request.

#### **9.4 Resolution of Disputes Regarding Rate Adjustments**

Any dispute regarding the computation of a rate adjustment shall be decided by the City Manager or his designee, or referred by the City Manager to the City Council as provided in Section 17. A rate adjustment computation decision by the City Manager or the City Council may be appealed by Contractor in accordance with the procedures provided in Section 17. The rates in effect at the time a rate adjustment dispute is submitted to the City Council shall remain in effect pending resolution of that dispute. The effective date of a rate determined through the dispute resolution procedures provided in Section 17, shall be the next immediate billing cycle of the Contractor after the date of dispute resolution.

## 9.5 Billing and Payment

### 9.5.1. Billing

The Contractor shall be responsible for the billing and collection of payments for all Collection Services. The Contractor shall charge Customers for all Collection Services pursuant to the rate schedule in Exhibit A, or as those rates are adjusted under the terms of this Agreement. City shall have the right to approve the format and content of Contractor's invoices.

**Cart Collection Agreement** - Contractor shall invoice Cart Customers bi-monthly in advance. Contractor shall invoice Customers on or about the first day of the three-month period during which service will be provided. If a Customer starts or stops service during the billing period, Contractor shall pro-rate Customer's invoice based on the portion of the billing period the Customer receives service.

**Regular Bin and Rolloff Agreement** - Contractor shall invoice Regular Bin Customers monthly in advance on or about the first day of the month for which service will be provided. If a Customer starts or stops service during the month, Contractor shall pro-rate Customer's invoice based on the portion of the month the Customer receives service. Contractor shall invoice Regular Rolloff Customers semi-monthly in arrears.

***Temporary Bin and Rolloff Agreement*** - Contractor shall invoice Temporary Bin Customers in arrears upon Collection of Bin. Contractor shall invoice Temporary Rolloff Customers semi-monthly in arrears.

Contractor's invoices must plainly and accurately describe the service provided. Contractor's invoices must itemize the size and number of Containers, the frequency of service and the period in which the service is provided. Invoices for Rolloff Collection service shall include the work order number, date, location, and actual weight of the load along with itemized charges for the load charge and the charge for tipping fees.

### 9.5.2. Payment

Contractor shall provide the means for customers to pay bills through the following methods: cash, check, credit card, or automatic clearing house (ACH) withdrawal from Customer's bank account.

### 9.5.3. Collection

Contractor shall be responsible to collect all billed amounts and shall incur any and all expenses for uncollectible accounts. Contractor's invoices shall be due within thirty (30) days of the date of the invoice. Contractor shall be entitled to collect late charges at a rate of one and one-half percent (1.5%) per month of the unpaid balance including unpaid late charges.

### 9.5.4. Delinquent Accounts

**Cart Collection Agreement** – Contractor shall notify customers that have past due amounts at least monthly. Contractor shall not discontinue service to Cart Collection Customers that do not pay for services. City shall undertake a good faith effort to assist Contractor in the collection of delinquent accounts by arranging for the placement of the unpaid amount on the property tax bill of the Premises from which the Solid Waste was Collected.

Once each year, City shall conduct a public hearing and shall cause the delinquent fees to be placed as a charge on the property tax bill. Premises eligible to be included in the public hearing shall include Premises with Cart Collection Customers that are two (2) or more billing cycles (six months) delinquent. Premises eligible to be included in the public hearing shall include Premises with Regular Bin Collection Customers that are three (3) or more months (three months) delinquent.

Ninety (90) days prior to the public hearing, Contractor shall notify the Customer, and the owner of the Premises from which Solid Waste was Collected, that the delinquent amount will be placed as a charge on the property tax bill. Contractor shall also notify the Customer and property owner of the time and place of the public hearing.

Thirty (30) days prior to the public hearing, Contractor shall submit a preliminary list to the City of each Customer and property owner Premises delinquent in the payment of fees for services provided by Contractor under this Agreement. The preliminary list shall include the Customer name, property owner name (if different), property address, county assessor's parcel number, and the delinquent amount. The delinquent amount shall be the amount owed the Contractor plus twenty percent (20%) of the unpaid amount. Following the public hearing, Contractor shall prepare a final delinquent list and submit this list to the City in a format acceptable to the County for processing. Within sixty days of receipt from County, City shall remit to Contractor any amounts recovered on property tax bills.

**Regular Bin and Rolloff Collection Agreement** – Contractor shall notify customers that have past due amounts at least monthly. If a Regular Bin Customer is sixty (60) days past due, Contractor shall notify Customer that service will be stopped in thirty (30) days hence if the outstanding amount remains unpaid. Contractor may stop service for Regular Bin Customers with outstanding amounts that are over ninety (90) days past due. Contractor shall notify City’s code enforcement officer in writing or by email prior to stopping service on any Regular Bin Customer.

If a Regular Rolloff Customer is thirty (30) days past due, Contractor shall notify Customer that service will be stopped in fifteen (15) days hence if the outstanding amount remains unpaid. Contractor may stop service for Regular Rolloff Customers with outstanding amounts that are over forty-five (45) days past due. Contractor shall notify City’s code enforcement officer in writing or by email prior to stopping service on any Regular Bin Customer.

City shall undertake its best efforts to assist Contractor in the collection of delinquent accounts by arranging for the placement of a charge on the property tax bill of the Premises from which the Solid Waste was Collected.

Once each year, City shall conduct a public hearing and shall cause the delinquent fees to be placed as a charge on the property tax bill. Premises eligible to be included in the public hearing shall include Premises with Regular Bin and Rolloff Collection Customers whose service has been stopped and the amounts remain unpaid.

Ninety (90) days prior to the public hearing, Contractor shall notify the Customer, and the owner of the Premises from which Solid Waste was Collected, that the delinquent amount will be placed as a charge on the property tax bill. Contractor shall also notify the Customer and property owner of the time and place of the public hearing.

Thirty (30) days prior to the public hearing, Contractor shall submit a preliminary list to the City of each Customer and property owner Premises delinquent in the payment of fees for services provided by Contractor under this Agreement. The preliminary list shall include the Customer name, property owner name (if different), property address, county assessor’s parcel number, and the delinquent amount. The delinquent amount shall be the amount owed the Contractor plus twenty percent (20%) of the unpaid amount. Following the public hearing, Contractor shall prepare a final delinquent list and submit this list to the City in a format acceptable to the County for processing. Within sixty days of receipt from County, City shall remit to Contractor any amounts recovered on property tax bills.

***Temporary Bin and Rolloff Collection Agreement*** – City will not assist Contractor in collecting any unpaid amounts. Contractor may adopt reasonable credit and collection procedures to ensure it collects amounts billed to Temporary Bin and Rolloff Collection Customers. These procedures may include granting trade credit, setting accounts receivable balance limits, requiring credit cards, requiring security deposits, cash on delivery, and/or sending preliminary notices of mechanics lien.

## Section 10 FEES PAID TO CITY

### 10.1 AB 939 Fees

**Cart Collection Agreement** – Contractor shall pay to City an AB 939 Fee in an amount equal to nine thousand seven hundred dollars (\$9,700) per month for each month it provides service during the Term of this Agreement. Effective each July 1<sup>st</sup> during the Term, the monthly AB 939 Fee amount shall be increased by the same percentage as the rate adjustment percentage determined pursuant to Section 9.2.

Contractor shall pay AB 939 Fee to City monthly on or before the thirtieth (30th) day of the following the month. Should any such due date fall on a weekend or holiday in which the City's offices are closed, payment shall be due on the first day thereafter in which the City's offices are open.

**Regular Bin and Rolloff Agreement** – Contractor shall pay to City an AB 939 Fee in an amount equal to eight thousand five hundred dollars (\$8,500) per month for each month it provides service during the Term of this Agreement. Effective each July 1<sup>st</sup> during the Term, the monthly AB 939 Fee amount shall be increased by the same percentage as the rate adjustment percentage determined pursuant to Section 9.2.

Contractor shall pay franchise fee to City monthly on or before the thirtieth (30th) day of the following the month. Should any such due date fall on a weekend or holiday in which the City's offices are closed, payment shall be due on the first day thereafter in which the City's offices are open.

**Temporary Bin and Rolloff Agreement** - *Contractor shall pay to City, an AB 939 Fee. The AB 939 Fee shall be based on a percentage of Contractor's annual Gross Receipts received from Customers served under this Agreement during the entire Term. The initial AB 939 Fee Percentage shall be as set forth in this Agreement. Any changes in the AB 939 percentage shall be determined by resolution of the City Council.*

*The amount of each payment shall be equal the percentage of Contractor's Gross Receipts in the calendar month preceding the date payment is due. The AB 939 Fee due in this Agreement shall apply to Gross Receipts of Contractor collected after the expiration of the Term hereof relating to Contractor's performance during the Term.*

*Contractor shall pay franchise fee to City monthly on or before the thirtieth (30th) day of each month. Should any such due date fall on a weekend or holiday in which the City's business offices are closed, payment shall be due on the first day thereafter in which the City's business offices are open.*

*Franchise Fees shall be accompanied by a statement certified by an officer of Contractor attesting to the accuracy of the amounts paid, and setting forth the basis for their calculation in a manner acceptable to City. Franchise Fee at the inception of this Agreement shall be set at ten percent (10.0%) of Gross Receipts.*

## **10.2 Administrative Fee**

The process of selection of a contractor for the expressed purpose of establishing rights to Collect Refuse or Recyclables is both time consuming and resource depletive. The Contractor shall remit a one-time Administrative Fee to the City. The Administrative Processing Fee is intended to offset the City's anticipated costs of all reasonable and customary direct and indirect administrative expenses including consultants and attorneys, necessary to analyze the Contractor's proposal and prepare this Agreement. Contractor shall pay the City the fee within thirty (30) days of the Effective Date of this Agreement. The one-time Administrative Fee shall be: **Cart Collection Agreement – fifty thousand dollars (\$50,000); Regular Bin and Rolloff Collection Agreement – thirty-five thousand dollars (\$35,000); Temporary Bin and Rolloff Collection Agreement – fifteen thousand dollars (\$15,000); Agreement for All Three Customer Sectors – one hundred thousand dollars (\$100,000).**

## **Section 11 CONTRACTOR'S BOOKS AND RECORDS; AUDITS**

### **11.1 Record Retention**

Contractor shall maintain, in electronic form at a minimum, all records relating to the services provided in this Agreement, including, but not limited to, customer lists, billing records, and Customer Complaints for the Term, and an additional period of not less than three (3) years after the expiration or termination of this Agreement, or any longer period required by law. In addition, summaries of weight tickets identifying the disposition of waste Collected in the City shall be kept for a period of thirty (30) years.

### **11.2 Audits**

City may conduct an audit of Contractor at any time. The scope of the audit, and auditor, will be determined by City and the scope may include, but is not limited to, compliance with terms of this Agreement, route maps, customer lists, billing records, weight tickets, AB 939 records and Customer complaints, Contractor's payment of fees to City and records which may be relevant in the event of an action under CERCLA or related claims, Customer service levels and Billing, fee payments, Gross Receipts, tonnage, verification of weightings of cost components used in the rate adjustment formula described in Section 9.2, and verification of Contractor's diversion rate. The first audit, to be performed during 2017, will be based on the Contractor's reports and records for calendar year 2016. Audits will be performed every other year thereafter (the biennial audit). Contractor shall reimburse to the City the cost of such audits (including audits conducted by City staff) up to \$30,000 for each audit in 2017 dollars. Should an audit conducted or authorized by the City disclose that fees payable by Contractor were underpaid by two percent (2%) or more, that tonnage was under/over-reported by 2% or more, or that more than two percent (2%) of the Customers were inaccurately billed based on the auditor's sampling, for the period under review, City may expand the scope of the audit and recover additional audit costs from the Contractor.

### **11.3 Overpayment or Underpayment**

Should any examination or audit of Contractor's records reveal an overpayment or underpayment by Contractor to City, the amount of underpayment, plus interest compounded monthly at the maximum lawful rate, shall be paid by Contractor to City within thirty (30) days. The principal amount of any overpayment shall be paid by City to Contractor within sixty (60) days.

## Section 12 MINIMUM DIVERSION REQUIREMENTS

### 12.1 Minimum Diversion Requirement

Contractor shall achieve a guaranteed minimum diversion rate, calculated on an annual basis as of the end of each calendar year. The minimum guaranteed diversions rate shall be:

- **fifty-five (55%) (for the Cart Collection Agreement);**
- thirty-five percent (35%) (for the Regular Bin and Rolloff Collection Agreement);
- *seventy-five percent (75%) (for the Temporary Bin and Rolloff Collection Agreement);*
- **fifty percent (50%) (if one Contractor is awarded a single contract for all three service sectors.**

Contractor shall achieve the minimum recycling rate by December 31, 2018 and each calendar year thereafter during the Term. The minimum annual diversion rate shall be calculated as “the tons of materials Collected by Contractor pursuant to this Agreement that are sold or delivered to a processing facility, composting facility, recycler or re-user, net of all residue, as required by this Agreement, divided by the total tons of materials Collected under this Agreement by Contractor in each calendar year.”

### 12.2 Failure to Meet Minimum Diversion Requirement

Contractor’s failure to meet the minimum diversion requirements set forth above in Section 12.1 may result in the termination of this Agreement or the imposition of liquidated damages. In determining whether or not to assess liquidated damages or terminate the Agreement, the City will consider the good faith efforts put forth by the Contractor to meet the minimum diversion requirements. This consideration will include the methods and level of effort of the Contractor to fully implement the public education and diversion plans attached to and included in this Agreement.

## **Section 13 REPORTS AND OTHER INFORMATION**

### **13.1 Reports - General**

Contractor shall submit to the City reports and other information that the City may reasonably request or require. Reports and information shall be submitted in a format and schedule acceptable to City.

### **13.2 Quarterly Reports**

Contractor shall provide Quarterly reports within thirty (30) days of the end of each calendar quarter. Quarterly Reports shall include, but not be limited to, the following:

1. The number and type (refuse, recyclables, organics, etc.) of tons Collected during the quarter, and the processing or disposal facilities to which they were delivered.
2. The Contractor's quarterly diversion rate calculated pursuant to Section 12.1.
3. The number of customers participating in each of the Contractor's special Collection and Recycling programs including: Bulky item collection, Bin Recycling, ABOP Collection, Door-to-door HHW Collection (if applicable), Commercial Organics Collection (if applicable).
4. A copy of the customer service log, including a summary of the type and number of complaints, missed pickups, and non-collection notices and their resolution.
5. A brief description of any operational issues and actions taken in response to property damage, scavenging, etc.
6. Copies of a written record of all calls related to missed pickups and responses to such calls. The number and type non-collection notices left at Customer locations.
7. A brief description of any City-sponsored special events during the quarter and the estimated amount of material Collected and Recycled.
8. Any other information reasonably requested by the City for the purpose of monitoring or administering this Agreement.

### **13.3 Annual Report**

On or before March 31<sup>st</sup> of each year during the Term, and in conjunction with the request for a rate adjustment pursuant to Section 9.2, Contractor shall submit to City an Annual Report, for the preceding calendar year, in a form approved by the City. The Annual Report shall include, but not be limited to, a report of the previous calendar year's activities in the City, including a cumulative summary of the Quarterly Reports, the Contractor's annual diversion rate calculated pursuant to Section 12.1, information and statistics with respect to City's compliance with AB 939, Contractor's public education activities, and a tabulation and summary of Customer Complaints received by Contractor.

### **13.4 Reporting of Adverse Information**

Contractor shall promptly report to City any adverse information relating to Contractor's performance of services pursuant to this Agreement. Adverse information shall include, but not be limited to, reports, lawsuits, warnings, notifications, notices of violation, communications or other material, submitted by Contractor to, or received by Contractor from, the South Coast Air Quality Management District, the Regional Water Quality Control Board, the Los Angeles County Local Enforcement Agency, the United States or California Environmental Protection Agency, the Securities and Exchange Commission or any other federal, state or local agency or court. Upon request by City, Contractor shall provide City with electronic copies of any documents related to adverse information.

### **13.5 Failure to Report**

The refusal or failure of Contractor to file any required reports, or to provide required information to City, or the inclusion of any materially false or misleading statement or representation by Contractor in such report shall be deemed a material breach of the Agreement and shall subject Contractor to all remedies which are available to the City under the Agreement or otherwise, provided, that the City must follow the procedures for dispute resolution found in Section 17 of this Agreement before declaring any such material breach.

## **Section 14 INDEMNIFICATION, INSURANCE AND PERFORMANCE BOND**

### **14.1 Indemnification of City**

Contractor shall defend, indemnify and hold harmless, to the fullest extent allowed by law, City, its officers, officials, employees, volunteers agents and assignees, from and against any and all loss, liability, penalties, forfeitures, claims, demands, actions, proceedings or suits, in law or in equity, of every kind and description, (including, but not limited to, injury to and death of any person and damage to property, or for contribution or indemnity claimed by third parties) arising or resulting from or in any way connected with: (i) the performance of the Contractor, it agents, employees, contractors, and/or subcontractors, of its obligations under this Agreement; (ii) the exercise of the Contractor, it agents, employees, contractors, and/or subcontractors, of any privileges conferred by this Agreement; and (iii) the failure of the Contractor, it agents, employees, contractors, and/or subcontractors to comply in all respects with the provisions and requirements of this Agreement, applicable laws, ordinances and regulations, and/or applicable permits and licenses. The foregoing indemnity shall apply regardless of whether such loss, liability, penalty, forfeiture, claim, action, suit, injury, death or damage is also caused in part by the City, its officers, officials, employees, volunteers, agents or assignees. This provision shall survive the expiration of the Term of this Agreement, for claims arising prior to the expiration of the Term of this Agreement.

Contractor waives any and all rights of any type to express or implied indemnity against the City, its officers, officials, employees, volunteers, and agents for any third party claims against Contractor.

### **14.2 Hazardous Substances Indemnification**

Contractor shall indemnify, defend (with counsel reasonably selected by City), protect and hold harmless City from and against all claims, actual damages, natural resources damages, injuries, costs, response, remediation and removal costs, losses, liabilities, causes of action, interest, and expenses (including but not limited to reasonable attorney's and expert's fees) of any kind whatsoever paid, incurred, suffered or incurred by or against City resulting from any repair, cleanup, removal action or response action undertaken pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601 et seq. (hereinafter "CERCLA"), the California Health and Safety Code (hereinafter "H&S Code") or other similar federal, state or local

law or regulation, with respect to Solid Waste Collected, transported and disposed of by Contractor. The foregoing indemnity is intended to operate as an agreement pursuant to Section 107(e) of CERCLA and Section 25364 of the H & S Code to defend, protect, hold harmless and indemnify City from all forms of liability under CERCLA, the H & S Code or other similar federal, state or local law or regulation.

#### **14.3 AB 939 Indemnification**

**[This paragraph is to be included only if one contractor is awarded a single contract for all three service sectors.]** - In addition to its duties pursuant to Section 12, Contractor shall protect, defend, indemnify and hold City harmless against any and all fines or penalties imposed by Cal Recycle in the event the diversion, source reduction and Diversion goals of AB 939 are not met by the City of Calabasas with respect to the Collected waste stream covered by this Agreement as a result of Contractor's failure to perform under this Agreement.

#### **14.4 Workers' Compensation and Employers' Liability Insurance**

Contractor shall obtain and maintain in full force and effect throughout the entire Term of this Agreement full workers' compensation insurance and Employers' Liability Insurance with a minimum limit of three million dollars (\$3,000,000.00) in accord with the provisions and requirements of the Labor Code of the State of California. Copies of policies and endorsements that implement the required coverage shall be filed and maintained with the City Clerk throughout the Term of this Agreement. The policy providing coverage shall be amended to provide that the insurance shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice ten (10) days in the event of termination for non-payment) by certified mail, return receipt requested, has been given to City. The policy shall also be amended to waive all rights of subrogation against the City, its elected or appointed officials, employees, or agents for losses that arise from work performed by the named insured for the City.

#### **14.5 General and Auto Liability Insurance**

Contractor shall obtain and maintain in full force and effect throughout the entire Term of this Agreement a Broad Form Comprehensive General Liability (occurrence) policy with a minimum limit of ten million dollars (\$10,000,000.00) aggregate and five million dollars (\$5,000,000.00) per occurrence and a Commercial Auto Liability Insurance policy with a minimum limit of ten million dollars (\$10,000,000.00) aggregate and five million dollars (\$5,000,000.00) per occurrence. Said insurance shall protect Contractor and City from any claims for damages for bodily injury, including accidental death, as well as

from any claim for property damage, which may arise from operations, performed pursuant to this Agreement. The following language is required to be made a part of all of the insurance policies required by this Section:

1. "The City of Calabasas, its elected officials, its employees, agents, volunteers and officers, are hereby added as additional insureds, to the extent of Contractor's indemnification obligations as set forth in this Agreement, but excluding negligence or willful misconduct, as respects liability arising out of activities performed by or on behalf of Contractor."

2. "This policy shall be considered primary insurance as respects any other valid and collectible insurance the City of Calabasas may possess including any self-insured retention the City of Calabasas may have, and any other insurance the City does possess shall be considered excess insurance and shall not contribute with it."

3. "This policy shall act for each insured, as though a separate policy had been written for each. This, however, will not act to increase the limit of liability of the insuring company."

4. "Thirty (30) days' prior written notice (ten (10) days in the event of termination for non-payment) by certified mail, return receipt requested, shall be given to the City of Calabasas in the event of suspension, cancellation, reduction in coverage or in limits or non-renewal of this policy for whatever reason. Such notice shall be sent to the City Manager, City Attorney and City Clerk."

The insurance required by this Agreement shall be with insurers that are Best A- rated, and California-Admitted, or better. The City shall be included as an additional insured on each of the policies and policy endorsements. The insurance required by this Agreement is in addition to, and not in lieu or limitation of, the indemnification provisions above in Sections 14.1, 14.2 and 14.3.

#### **14.6 Evidence of Insurance Coverage; Insurance Repository**

Contemporaneously with the execution of this Agreement, Contractor shall file certificates and/or endorsements of insurance evidencing the above-required insurance coverage with the City Clerk. From time to time thereafter, Contractor shall provide substitute certificates or endorsements at least thirty (30) days prior to any changes in coverage or limits, or a change in the carrier. In addition, City shall have the right of inspection of all insurance policies required by this Agreement. Contractor shall establish an insurance policy repository and to maintain copies of insurance policies

required pursuant to this Agreement for thirty (30) years after the end of the Term during which Collection services are to be provided pursuant to this Agreement. Contractor shall notify City's Risk Manager and City Attorney before destroying copies of such policies, and Contractor shall provide copies or originals of such policies to City. This provision shall survive the expiration of the Term of this Agreement.

#### **14.7 Performance Bond**

Prior to the Effective Date, Contractor shall file with the City a bond, payable to the City, securing the Contractor's performance of its obligations under this Agreement and such bond shall be renewed annually so that the performance bond is maintained at all times during the Term. The principal sum of the bond shall be:

- **Cart Collection Agreement – five hundred thousand dollars (\$500,000);**
- Regular Bin and Rolloff Collection Agreement – two hundred fifty thousand dollars (\$250,000);
- *Temporary Bin and Rolloff Collection Agreement – one hundred thousand dollars (\$100,000);*
- **Agreement for All Three Customer Sectors - eight hundred fifty thousand dollars (\$850,000).**

The bond shall be executed as surety by a corporation authorized to issue surety bonds in the State of California that has a rating of A or better in the most recent edition of Best's Key Rating Guide, and that has a record of service and financial condition that is satisfactory to the City. The bond shall be in the form as the attached Exhibit G.

#### **14.8 Forfeiture of Performance Bond**

In the event Contractor shall for any reason become unable to, or fail in any way to, perform as required by this Agreement, City may declare a portion, or all, of the performance bond to be forfeited to City. The amount to be forfeited shall be the amount that is necessary to recompense and make whole the City. Upon partial or full forfeiture of the performance bond, Contractor shall restore the performance bond to its face amount within thirty (30) days of the City's declaration. Failure to restore the performance bond to its full amount within thirty (30) days shall be a material breach of this Agreement.

In the event the City draws on the bonds, all of City's costs of collection and enforcement of the provisions relating to the bonds called for by this Section, including reasonable attorneys' fees and costs, shall be paid by Contractor. Any decision or order of City under this Section 14.8 may be appealed by Contractor through the dispute resolution procedures provided by Section 17 of this Agreement.

## **Section 15 EMERGENCY SERVICE**

### **15.1 Preparedness**

Upon request, Contractor shall provide its management expertise and contribute to City's emergency preparedness planning efforts. Upon request, Contractor shall furnish up to four (4) rolloff storage containers to store materials and supplies to be used in the event of an emergency. These storage containers may be placed at public schools, at City Hall or other locations in the City designated by the City Manager.

### **15.2 Assistance with Disaster Recovery**

In the event of any natural or man-caused emergency or disaster, Contractor shall Collect and dispose of Solid Waste resulting from the emergency or disaster. Contractor shall help City and Customers recover from the disaster in a prompt and cost-effective manner.

### **15.3 Personnel and Equipment Normally Assigned to City**

Contractor shall provide the Collection equipment and personnel normally assigned to the City for the number of Work Days that that equipment and personnel typically work in the City at no additional charge.

### **15.4 Additional Costs**

If the emergency or disaster requires the Contractor to rent additional equipment, employ additional personnel, or work existing personnel overtime to Collect additional Solid Waste resulting from the event, Contractor shall receive additional compensation, above its normal compensation in this Agreement, to reimburse Contractor for its additional costs. The Contractor's additional costs shall be based on the incremental amount of tons of Solid Waste resulting from the event, and the additional amount of labor and equipment used by Contractor to Collect Solid Waste resulting from the event. For its additional labor and equipment, City shall reimburse Contractor based on the emergency service rates shown in **Exhibit A** Exhibit B\_ *Exhibit C*. Prior to incurring any such additional costs, Contractor shall obtain City's written authorization to incur such costs.

### **15.5 City-wide Effort to Manage Disaster Debris**

In the event that the City decides to oversee a coordinated effort to manage the Collection and Recycling of disaster-related Solid Waste on a city-wide basis, Contractor shall provide City with its management expertise, including a full time recycling coordinator with the background, knowledge and capability to assist in such an effort. Contractor shall provide this individual at no additional cost to City or its Customers.

### **15.6 Record Keeping and Reimbursement**

Contractor shall assist the City and Customers in obtaining any applicable disaster reimbursement and/or insurance claims by providing accurate records regarding the cost of services it provided during the aftermath of the disaster, and the amount of Solid Waste resulting from the disaster.

### **Section 16 LIQUIDATED DAMAGES**

The City and Contractor acknowledge that consistent and reliable Collection Service is of utmost importance to City and that City has considered and relied on Contractor's representations as to its quality of service in awarding this Agreement to Contractor. The City and Contractor further recognize that some quantified standards of performance are necessary and appropriate to ensure consistent and reliable service and performance. The City and Contractor further recognize that if Contractor fails to achieve the performance standards or fails to submit required documents in a timely manner, City, and City's residents and businesses will suffer damages and that it would be impractical and extremely difficult to ascertain and determine the exact amount of damages.

Therefore, without prejudice to City's right to treat such non-performance as an event of default under Section 17, and in accordance with Civil Code Section 1671 and Government Code Section 53069.85, the City and Contractor agree that the liquidated damages amount defined in this Section represent reasonable estimates of the amount of such damages considering all of the circumstances existing on the effective date of this Agreement, including the relationship of the sums to the range of harm to City, customers and the community as a whole that reasonably could be anticipated and the anticipation that proof of actual damages would be costly or impractical. The City and Contractor each confirm the accuracy of the statements made above and the fact that each party has had ample opportunity to consult with legal counsel and obtain an explanation of the liquidated damage provisions at the time that the Agreement was made. Contractor shall pay (as liquidated damages and not as penalty) the amounts shown in Table 5 on the following page.

Table 5 - Liquidated Damages

Item		Amount
a.	Failure or neglect to resolve each complaint within the time set forth in this Agreement.	\$50.00 per incident per Customer.
b.	Failure to clean up spillage or litter caused by Contractor.	\$100.00 per incident per location.
c.	Failure to repair damage to customer property caused by Contractor or its personnel.	\$500.00 per incident per location.
d.	Failure to maintain equipment in a clean, safe, and sanitary manner	\$500.00 per incident per day.
e.	Failure to have a vehicle operator properly licensed.	\$1,000.00 per incident per day.
f.	Failure to maintain office hours as required by this Agreement.	\$100.00 per incident per day.
g.	Failure to maintain or timely submit to City all documents and reports required under the provisions of this Agreement.	\$100.00 per incident per day.
h.	Failure to properly cover materials in Collection vehicles.	\$50.00 per incident.
i.	Failure to comply with the hours of operation as required by this Agreement.	\$100.00 per incident per day.
j.	Failure or neglect to complete at least ninety percent (90%) of each route on the regular scheduled Collection Service Work Day.	\$500.00 for each route not completed.
k.	Commingling Solid Waste with Recyclable Materials.	\$50.00 per incident.
l.	Commingling of materials Collected inside and outside the City of Calabasas.	\$100.00 per incident.
m.	Failure to repair or replace damaged carts within the time required by this Agreement.	\$50.00 per incident per day.
n.	Failure to deliver or exchange carts within the time required by this Agreement.	\$50.00 per incident per day.
o.	Failure to have Contractor personnel in proper uniform.	\$50.00 per incident per day.
p.	Failure to provide required communications equipment.	\$50.00 per incident per day.
q.	Failure to deliver any Collected materials to the City approved Disposal Site, Materials Recovery Facility, or Organic Waste Processing Facility, as appropriate, except as otherwise expressly provided in this Agreement.	\$100.00 first failure \$250.00 each subsequent failure.
r.	Failure to meet vehicle noise requirements.	\$100.00 per incident per day.
s.	Failure to meet the alternative fuel vehicle requirements	\$250.00 per incident per day
t.	Failure to meet guaranteed minimum diversion rate pursuant to 12.1 on an annual basis.	\$10,000.00 first failure \$15,000.00 each subsequent failure

**Section 17 ADMINISTRATIVE REMEDIES; TERMINATION**

**17.1 Review; Notice; Response; Resolution; Appeal**

**17.1.1. Review of Contractor's Performance**

At any time during the Term of this Agreement, City may review the Quarterly or Annual Reports, and other available information, and may hold a public hearing to determine whether Contractor's performance is satisfactory, and whether to take any action the City deems in its best interest, including taking any action against the Contractor, or making changes to the Agreement.

The reports required by this Agreement shall be utilized as the primary basis for such a review. In addition, any Customer comments or Complaints and any other relevant information may be considered. A Contractor representative shall be entitled to be present and may participate at any public hearing held by City to review Contractor's performance.

**17.1.2. Notice of Deficiencies; Response**

If City Manager determines that Contractor's performance pursuant to this Agreement may not be in conformity with the provisions of this Agreement, the California Integrated Waste Management Act (including, but not limited to, requirements for diversion, source reduction and recycling as to the waste stream subject to this Agreement) or any other applicable federal, state or local law or regulation, including but not limited to, the laws governing transfer, storage or disposal of solid and hazardous waste, the City Manager may advise Contractor in writing of such suspected deficiencies, specifying the deficiency in reasonable detail. The City Manager, in any written Notification of Deficiencies, shall set a reasonable time within which Contractor is to respond. Unless the circumstances necessitate correction and response within a shorter period of time, Contractor shall respond to the written Notification of Deficiencies within thirty (30) days from the receipt by Contractor of such written notice. Contractor may request additional time to correct deficiencies. City shall approve reasonable requests for additional time.

**17.1.3. Review by City Manager; Notice of Appeal**

The City Manager shall review any written response from Contractor and decide the matter. If the City Manager's decision is adverse to Contractor, the City Manager may order remedial actions to cure any deficiencies, assess the Cash Bond or invoke any other remedy in accordance with this Agreement and, in the event the City Manager determines that there has been a material breach and that termination is the appropriate remedy, terminate the Agreement. The City Manager shall promptly inform Contractor, of the City Manager's decision. In the event the decision is adverse to Contractor, the City Manager shall inform Contractor, in writing, of the specific facts found and evidence relied on, and the legal basis in provisions of the Agreement or other laws for the City Manager's decision and any remedial action taken or ordered. An adverse decision by the City Manager shall be final and binding on Contractor unless Contractor files a "Notice of Appeal" with the City Clerk (with copies to the City Manager and City Attorney) within 30 days of receipt of the notification of the adverse decision by the City Manager.

In any "Notice of Appeal" Contractor shall state its factual contentions and include any relevant affidavits, documents, photographs and videotapes which Contractor may choose to submit. In addition, Contractor shall include all of its legal contentions, citing provisions of the Agreement or other laws to support its contentions.

**17.1.4. Review by City Manager; Appeal**

Within thirty (30) days of receipt by the City Clerk of a Notice of Appeal, the City Manager shall decide the matter. If the City Manager's decision is adverse to Contractor, the City Manager may order remedial actions to cure any deficiencies, assess the Cash Bond or invoke any other remedy in accordance with this Agreement; and, in the event the City Manager determines that there has been a material breach and that termination is the appropriate remedy, terminate the Agreement. In addition to the foregoing actions, the City Manager may refer the matter to the City Council for proceedings in accordance with Section 17.1.5 and Section 17.1.6, below. The City Manager shall promptly inform Contractor of the City Manager's decision. In the event the City Manager's decision is adverse to Contractor, the City Manager shall inform Contractor, in writing, of the specific facts found and evidence relied on, and the legal basis in provisions of the Agreement or other laws for the City Manager's decision and any remedial action taken or ordered.

An adverse decision by the City Manager shall be final and conclusive unless Contractor files a "Notice of Appeal to the City Council" with the City Clerk (and serves a copy, by mail, on the City Manager and the City Attorney) within 10 calendar days of receipt of the decision of the City Manager. A "Notice of Appeal to the City Council" shall state the factual basis and all legal contentions and shall include all relevant evidence, including affidavits, documents, photographs and videotapes, which Contractor may choose to submit.

#### **17.1.5. City Council Hearing**

If a matter is referred by the City Manager to the City Council, or an adverse decision of the City Manager is appealed to the City Council by Contractor, the City Council will set the matter for an administrative hearing and act on the matter. If the City Council elects to hear the matter, the City Clerk shall give Contractor fourteen (14) days written notice of the time and place of the administrative hearing. At the hearing, the City Council shall consider the administrative record, consisting of the following:

1. A Staff Report by the City Manager, summarizing the proceedings to date and outlining the City Council's options.
2. The City Manager's written Notification of Deficiencies;
3. Contractor's response to the Notification of Deficiencies;
4. The City Manager's written notification to Contractor of adverse decision;
5. Contractor's Notice of Appeal
6. The City Manager's written notification to Contractor of adverse decision; and
7. The Notice of Appeal to the City Council.

No new legal issues may be raised or new evidence submitted by Contractor or City at this or at any further point in the proceedings, absent a showing of good cause. Contractor's representatives and other interested persons shall have a reasonable opportunity to be heard.

#### **17.1.6. City Council Determination**

Based on the administrative record, the Council shall determine by resolution whether the decision or order of the City Manager should be upheld. A tie vote of the City Council shall be regarded as upholding the decision of the City Manager. If, based upon the administrative record, the City Council determines that the performance of Contractor is in breach of any term of this Agreement or any provision of any applicable federal, state or local statute or regulation, the City Council, in the exercise of its discretion, may order Contractor to take remedial actions to cure the breach or impose

any other remedy in accordance with this Agreement. The City Council may not terminate the Agreement unless it determines that Contractor is in material breach of a material term of this Agreement or any material provision of any applicable federal, state or local statute or regulation. Contractor's performance under the Agreement is not excused during the period of time prior to a final determination as to whether or not Contractor performance is in material breach of this Agreement, or the time set by City for Contractor to discontinue a portion or all of its services pursuant to this Agreement. The decision or order of the City Council shall be final and conclusive. Contractor has the right to seek judicial review from an appropriate court solely as indicated in Section 17.4. With the exception of draws on the Cash Bond, the execution of any of City's remedies under this Section shall be stayed until Contractor has exhausted its appeals under Section 17.1.5 of this Agreement.

### **17.2 Reservation of Rights by City**

Subject to Contractor's rights and exhaustion of its appeals under this Section 17, City further reserves the right to terminate this Agreement in the event of any material breach of this Agreement, including, but not limited to any of the following:

1. If Contractor practices, or attempts to practice, any fraud or deceit upon the City, or practiced any fraud or deceit or made any intentional misrepresentations in the negotiations which preceded the execution of this Agreement;
2. If Contractor becomes insolvent, unable or unwilling to pay its debts, or upon listing of an order for relief in favor of Contractor in a bankruptcy proceeding;
3. If Contractor fails to provide or maintain in full force, effect and amount, the workers compensation, liability and indemnification coverage, Cash and Performance Bonds as required by this Agreement;
4. If Contractor violates any orders or rulings of any regulatory body having jurisdiction over Contractor relative to this Agreement, in any material manner, provided that Contractor may contest any such orders or rulings by appropriate proceedings conducted in good faith, in which case no breach of this Agreement shall be deemed to have occurred until a final decision adverse to Contractor is entered;
5. If Contractor ceases to provide Collection service as required under this Agreement over a substantial portion of the area of the City of Calabasas for a period of two (2) calendar days or more, for any reason within the control of Contractor;

6. If Contractor fails to make any payments required under this Agreement or refuses to provide City with required information, reports or test results as to a material matter in a timely manner as provided in this Agreement;

7. Any other act or omission by Contractor which materially violates the terms, conditions or requirements of this Agreement and which is not corrected or remedied within the time set forth in the written Notification of Deficiencies or if Contractor cannot reasonably correct or remedy the breach within the time set forth in such notice, if Contractor should fail to commence to correct or remedy such alleged deficiencies within the time set forth in such notice and diligently effect such correction or remedy thereafter.

### **17.3 Cumulative Rights**

City's rights of termination are in addition to any other rights of City upon a failure of Contractor to perform its obligations under this Agreement.

### **17.4 Appeal To Judicial Court; Hearing Procedures**

Either party to this Agreement at any time after exhaustion of administrative remedies, if applicable, and following the appeal procedure set forth in this Section 17, if applicable, may appeal a disputed matter to the appropriate Judicial Court having Jurisdiction pursuant to California Code of Civil Procedure section 1094.5. The venue of any proceeding in this Agreement shall be as indicated in Section 20.4.

**Section 18 FAILURE TO PERFORM**

Should Contractor for any reason whatsoever, except the occurrence or existence of any of the events or conditions set forth in Section 20.1, "Force Majeure," below, refuse or be unable for a period of more than forty-eight (48) hours, to Collect a material portion or all of the Solid Waste which it is obligated under this Agreement to Collect, and as a result, solid waste should accumulate in City to such an extent, in such a manner, or for such a time that the City Manager in the reasonable exercise of the City Manager's discretion, should find that such accumulation endangers or menaces the public health, safety or welfare, then City shall have the right to contract with another solid waste enterprise to Collect and transport any or all Solid Waste which Contractor is obligated to Collect and transport pursuant to this Agreement.

City shall provide twenty-four (24) hours prior written notice to Contractor during the period of such emergency, before contracting with another solid waste enterprise to Collect and transport any or all Solid Waste which Contractor would otherwise Collect and transport pursuant to this Agreement, for the duration of period during which Contractor is unable to provide such services. In such event, Contractor shall identify sources from which such substitute solid waste services are immediately available, and shall reimburse City for all of City's expenses for such substitute services during period in which Contractor is unable to provide Collection and transportation services required by this Agreement.

**Section 19 TRANSFER OR ASSIGNMENT**

The rights granted by this Agreement shall not be transferred, sold, hypothecated, sublet or assigned (collectively "transferred"), nor shall any of the rights or privileges in this Agreement be hypothecated, leased, assigned, sold or transferred, either in whole or in part, nor shall title thereto, either legal or equitable, or any right, interest or property therein, pass to or vest in any person, either by act of Contractor or by operation of law, without the prior written consent of the City expressed by resolution. Any attempt to do any of the foregoing with respect to any of the rights in this Agreement without the consent of City shall be void. For purposes of this Agreement, any dissolution, merger, consolidation, change in control or other reorganization of Contractor shall be deemed an assignment of this Agreement. For purposes of this Section, a change of corporate name and a transfer to an entity under common control or ownership of Contractor shall not be deemed a transfer of rights.

The decision to consent to any assignment shall be in the sole discretion of the City Manager, as approved by Resolution adopted by the City's City Council.

Any application for a transfer of rights shall be made in a manner prescribed by the City Manager. The application shall include a transfer fee in an amount equal to fifty thousand dollars (\$50,000.00). The transfer fee shall be paid by Contractor or Contractor's assignee upon any such transfer of this Agreement. If City does not receive the transfer fee within thirty (30) days of the transfer date, City shall have the right to terminate this Agreement. The City, in its sole discretion, may waive all or any portion of the transfer fee.

Each and all of the provisions, agreements, terms, covenants, and obligations in this Agreement to be performed by Contractor shall be binding upon any transferee.

## **Section 20 GENERAL PROVISIONS**

### **20.1 Force Majeure**

Contractor shall not be in default under this Agreement in the event that the Collection, transportation and/or disposal services of Contractor are temporarily interrupted for any of the following reasons: riots; war or national emergency declared by the President or Congress and affecting the City of Calabasas; sabotage; civil disturbance; insurrection; explosion; natural disasters such as floods, earthquakes, landslides and fires (including brushfires); strikes, lockouts and other labor disturbances; or other catastrophic events which are beyond the reasonable control of Contractor. "Other catastrophic events" does not include the financial inability of Contractor to perform or failure of Contractor to obtain any necessary permits or licenses from other governmental agencies or the right to use the facilities of any public entity where such failure occurs where Contractor has failed to exercise reasonable diligence. In the event a labor disturbance interrupts Collection and transportation of Solid Waste, and/or disposal of Solid Waste by Contractor as required under this Agreement, City may elect to exercise its rights under Section 17 of this Agreement.

### **20.2 Independent Status**

Contractor is an independent entity and not an officer, agent, servant or employee of City. Contractor is solely responsible for the acts and omissions of its officers, agents, employees, Contractors and sub-contractors, if any. Nothing in this Agreement shall be construed as creating a partnership or joint venture between City and Contractor, nor an arrangement for the disposal of hazardous substances. Contractor nor its officers, employees, agents or sub-contractors shall obtain any rights to retirement or other benefits, which accrue to City employees.

### **20.3 Compliance with Laws and Regulations**

Contractor shall comply with all applicable laws and implementing regulations of the federal and state government, as they, from time to time, may be amended, specifically including, but not limited to, RCRA, CERCLA, and AB 939; and, all applicable ordinances of the City.

### **20.4 Law to Govern; Venue**

The law of the State of California shall govern this Agreement without regard to any otherwise governing principles of conflicts of laws. In the event of litigation between

the parties, venue in state trial courts shall lie exclusively in the County of Los Angeles. In the event of litigation in a U.S. District Court, exclusive venue shall lie in the Central District of California.

**20.5 Amendments**

All amendments to this Agreement shall be in writing, duly executed by the parties. Purported oral amendments shall be void and of no force or effect.

**20.6 Notices**

All notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered or sent by United States certified mail, postage prepaid, return receipt requested, addressed as follows:

To City:           City Manager  
                          City of Calabasas  
                          100 Civic Center Way  
                          Calabasas, CA 91302

Copy to:           Director of Public Works  
                          City of Calabasas  
                          100 Civic Center Way  
                          Calabasas, CA 91302

Copy to:           City Attorney  
                          City of Calabasas  
                          100 Civic Center Way  
                          Calabasas, CA 91302

To Contractor:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Copy to:  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

or to such other address as either party may from time to time designate by notice to the other given in accordance with this Section. Notice shall be deemed effective on the date personally served or, if mailed, upon the date of the return receipt.

#### **20.7 Savings Clause and Entirety**

If any non-material provision of this Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect the validity and enforceability of any of the remaining provisions of this Agreement.

#### **20.8 Attorney's Fees**

In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies in this Agreement or the enforcement of any of the terms, conditions, or provisions in this Agreement.

#### **20.9 Entire Agreement**

This Agreement constitutes the entire Agreement between the parties with respect to any matter referenced in this Agreement and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

WITNESS the execution of this Agreement on the day and year written below.

CITY OF CALABASAS

By: \_\_\_\_\_

Lucy M. Martin, Mayor

ATTEST:

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

APPROVED AS TO FORM:

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

CONTRACTOR

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_

**Exhibit A**

**Rate Schedule – Cart Collection Services**

Service Description	Monthly Rates		
	Basic	Condo	Valet
<b>Standard Services:</b>			
32 gallon refuse cart			
64 gallon refuse cart			
96 gallon refuse cart			
<b>Extra Carts:</b>			
Extra 64 gallon refuse cart			
Extra 96 gallon refuse cart			
Extra 96 gallon recycling cart	N/Charge	N/Charge	N/Charge
Extra 96 gallon organics cart	N/Charge	N/Charge	N/Charge
<b>Other Services:</b>			
Bulky Item Pickup Charge for bulky pickups in excess of three (3) per calendar year (per pickup)			\$25.00
Bulky Item Unit Charge (per item)			\$15.00
Cart exchange fee (per cart)			\$20.00
Food Waste Pail			\$10.00
Cart replacement fee (per cart)			\$60.00
Stop Service – restart fee			\$20.00
Emergency Service Hourly Rate – Sideloader with Driver			\$125.00

**Exhibit B**  
**Rate Schedule – Regular Bin and Rolloff Collection Service**

<b>Monthly Rates for Regular Bin Collection Service</b>						
Bin Size	Pickups per Week					
	1	2	3	4	5	6
2 yard						
3 yard						
4 yard						
6 yard						
<b>Extra Services:</b>						
Extra Pickup – 2 yard			55% of proposed once per week rate			
Extra Pickup – 3 yard			50% of proposed once per week rate			
Extra Pickup – 4 yard			45% of proposed once per week rate			
Extra Pickup – 6 yard			40% of proposed once per week rate			
Bin with Lock (per bin per pickup)			\$10.00			
Bulky Item Pickup Charge for bulky pickups in excess of three (3) per calendar year (per pickup)			\$25.00			
Bulky Item Unit Charge (per item)			\$15.00			
Emergency Service Hourly Rate – Front-loader with Driver			\$125.00			

<b>Rates for Regular Rolloff Collection Service</b>	
Service Description	Rate
Regular Rolloff Rates:	
Load Charge (rate per load)	
Tipping Fee (rate per ton)	
<b>Delivery</b> (1/2 of proposed Load Charge)	
<b>Dry Run</b> (1/2 of proposed Load Charge)	
Emergency Service Hourly Rate – Rolloff truck with Driver	\$100.00

**Exhibit B-1**

Rate Schedule – Optional Commercial Organics Collection

<b>Monthly Rates for Regular Bin Collection Service</b>						
Bin Size	Pickups per Week					
	1	2	3	4	5	6
64 gallon						
96 gallon						
2 yard						
3 yard						

**Exhibit C**

***Rate Schedule Temporary Bin and Rolloff Collection***

Rates for Regular Rolloff Collection Service	
Service Description	Rate
Temporary Bin Rates:	
Temporary FEL Bin (rate for delivery and 1 <sup>st</sup> pickup)	
Temporary FEL Bin (rate per pickup for additional pickups)	
Temporary Rolloff Rates:	
Load Charge (rate per load)	
Tipping Fee (rate per ton)	
<b>Delivery</b> (1/2 of proposed Load Charge)	
<b>Dry Run</b> (1/2 of proposed Load Charge)	
Emergency Service Hourly Rate – Rolloff truck with Driver	\$100.00

**Exhibit D**

**Rate Adjustment Example**

**Table 1 – Calculation of Service Component**

CPI - December 2013	239.9
CPI – December 2014	240.5
<b>Percent change in CPI</b>	<b>0.3%</b>

**Table 2 – Calculation of Fuel Component**

PPI – December 2013	112.6
PPI – December 2014	126.3
<b>Percent change in PPI</b>	<b>12.2%</b>

**Table 3 – Calculation of Disposal Component**

Next prior year tipping fee - 12 month average	\$46.00
Prior year tipping fee - 12 month average	\$49.00
<b>Percent change in tipping fee</b>	<b>6.5%</b>

**Table 4 – Calculation of Rate Adjustment Percentage**

Rate Component	Relative Weight	Adjustment Factor	Weighted Adjustment Percentage
Service	65%	0.3%	0.2%
Fuel	5%	12.2%	0.6%
Disposal	30%	6.5%	2.0%
<b>Weighted Rate Adjustment Percentage</b>			<b>2.8%</b>

**Exhibit E**  
**Bus Stop Containers**

No.	Location	Frequency
1	Mulholland Hwy @ Freedom Drive - Southbound; Southwest of Intersection	1x/wk
2	Mulholland Hwy @ Eddingham - Westbound; West of Intersection	1x/wk
3	Mulholland Hwy @ Calabasas High School - Westbound	1x/wk
4	23777 Mulholland Hwy @ Calabasas Village - Southbound	1x/wk
5	Mulholland Hwy @ Viewpoint School - Northbound	1x/wk
6	Mulholland Hwy @ Paul Revere - Southbound; North of Intersection	1x/wk
7	Mulholland Hwy @ Paul Revere - Northbound; North of Intersection	1x/wk
8	Old Topanga Cyn @ Calabasas High School - Northbound	1x/wk
9	Old Topanga Cyn @ Wrencrest - Northbound; Northeast of Intersection	1x/wk
10	Old Topanga Cyn @ Palmdrive - Southbound; NW of Intersection	1x/wk
11	Park Sorrento @ Park Ora - Northbound; 350 ft. North of Intersection	1x/wk
12	Park Sorrento @ Park Ora - Southbound; 350 ft. North of Intersection	1x/wk
13	Civic Center Way @ Park Sorrento - Westbound ; West of Intersection	1x/wk
14	Parkway Calabasas @ Camino Portal - Eastbound; East of Intersection	1x/wk
15	Parkway Calabasas @ Paseo Primario - Northbound; Northeast of Intersection	1x/wk
16	Mureau Rd @ Las Virgenes - Eastbound; 200 ft. East of Intersection	1x/wk
17	5736 Las Virgenes Road - Northbound	2x/wk
18	Las Virgenes Rd. @ Mont Calabasas Rd. - Southbound	2x/wk
19	Thousand Oaks Blvd @ Ruthwood Dr. - Westbound (East of Intersection)	1x/wk
20	Parkmor Rd. @ Adamor Rd. - Northbound	2x/wk
21	Thousand Oaks Blvd @ Las Virgenes Rd. - Westbound; 100 ft. E. of Intersection	1x/wk
22	Las Virgenes Rd. @ Parkmor Rd - Northbound; Northeast of Intersection	2x/wk
23	Las Virgenes Rd. @ Thousand Oaks Blvd - Southbound; SW of Intersection	2x/wk
24	Las Virgenes Rd. @ Shell Gas Station - Southbound	2x/wk
25	Las Virgenes Rd. @ A.E. Wright School - Southbound	2x/wk
26	Meadow Creek Lane @ Oleander Ct. Southbound; Southwest of Intersection	1x/wk
27	Lost Hills Rd @ De Anza Park - Southbound	1x/wk
28	Agoura Rd @ Las Virgenes Rd. - Westbound; 120 ft. West of Intersection	2x/wk
29	Agoura Rd @ Las Virgenes Rd - Eastbound; 250 ft. West of Intersection	2x/wk
30	Agoura Rd @ 26653 (Company Café) - Westbound	2x/wk
31	Agoura Rd @ Lost Hills Rd - Westbound; East of Intersection	2x/wk
32	Agoura Rd. @ Lost Hills Rd. - Eastbound; East of Intersection	2x/wk
33	Agoura Rd @ Malibu Hills - Westbound	2x/wk
34	Agoura Rd @ Malibu Hills - Eastbound; By Sheriff Station	2x/wk
35	27040 Malibu Hills Rd (Community Center) - Southbound	2x/wk
36	26660 Agoura Rd (Tech Center) - Eastbound	2x/wk
37	Las Virgenes Rd. @ 101 South Onramp - Northbound	2x/wk

**Exhibit F**  
**Sidewalk Litter Containers**

<b>No.</b>	<b>Location</b>	<b>Frequency</b>
1	Parkway Calabasas @ Calabasas Road - Southbound	1x/wk
2	24005 Calabasas Road (Lovi's) - Westbound	1x/wk
3	23741 Calabasas Road - (Between Babies R Us and Chase Bank) - Westbound	1x/wk
4	Park Granada @ Calabasas Road - Northbound ; South of Intersection	1x/wk
5	Park Granada @ Calabasas Road - Southbound; 200 ft. South of Intersection	1x/wk
6	Park Granada @ Park Capri - Westbound	1x/wk
7	Park Granada @ Park Capri - Eastbound	1x/wk
8	Park Granada @ Parkway Calabasas - Westbound	1x/wk
9	Park Granada @ Parkway Calabasas - Eastbound	1x/wk

**Exhibit G**

CONTRACTOR'S FAITHFUL PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That, [Contractor] a California Corporation, as PRINCIPAL, and \_\_\_\_\_, a Corporation organized and doing business by virtue of the laws of the State of California, and authorized for the purpose of making, guaranteeing, or becoming sole surety upon bonds or undertakings required or authorized by the laws of the State of California, as SURETY, are held and firmly bound to the City of Calabasas, a municipal corporation of the State of California, hereinafter called OBLIGEE, in the penal sum of \$\_\_\_\_\_ lawful money of the United States, for the payment of which, well and truly to be made, we and each of us hereby bind ourselves, and our and each of our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, the above bounden PRINCIPAL has entered into a contract on \_\_\_\_\_, 2015, entitled "\_\_\_\_\_ COLLECTION SERVICES AGREEMENT" with the OBLIGEE, to do and perform the following work, to wit: Collect Solid Waste, Recyclable Materials, and Organic Materials and deliver such material for processing at the approved facilities that are generated within the City of Calabasas, in accordance with the contract.

NOW, THEREFORE, if the above bounden PRINCIPAL shall well and truly perform, or cause to be performed each and all of the requirements and obligations of said contract to be performed by said PRINCIPAL, as in said contract set forth, then this BOND shall be null and void; otherwise, it shall remain in full force and effect.

And the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligations on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

IN WITNESS WHEREOF, said PRINCIPAL and said SURETY have caused these presents to be duly signed and sealed this \_\_\_\_ day of \_\_\_\_\_, 2014.

By: \_\_\_\_\_  
(PRINCIPAL)

By: \_\_\_\_\_  
(SURETY)



**CITY of CALABASAS**

**CITY COUNCIL AGENDA REPORT**

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**DATE: MAY 7, 2015**

**TO: HONORABLE MAYOR AND COUNCILMEMBERS**

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

**SUBJECT: DESIGN CONSIDERATIONS FOR THE CITY-WIDE MEDIAN STREET NAME SIGN REPLACEMENT PROGRAM**

**MEETING DATE: MAY 27, 2015**

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**SUMMARY RECOMMENDATION:**

Staff recommends that the City Council examine the different facets of the proposed new median street name sign model and provide input for a preferred design.

**BACKGROUND:**

The existing median street name signs are approximately 20 years old and have experienced a varying degree of deterioration based on their location and exposure to environmental elements. They are composed mostly of painted wood and their exposure to the sun, rain and wind have caused the wood to rot, the paint to fade and peel and the various trim and wood details to detach and deteriorate. Figures 1, 2 and 3 show examples of the median street name sign deterioration.

Needless to say, the signs have deteriorated to a point that is significantly below what is acceptable in Calabasas and has produced a very negative image to our residents and visitors.

The City-Wide Median Street Name project will eradicate this problem and has the following components and benefits:

- 1] Replace all median street name signs city-wide;
- 2] The new design has materials and artistry that more reflects the City of Calabasas' refined nature; and
- 3] The signs' materials are more durable and will retain their original condition longer while simultaneously reducing maintenance costs.



*Figure 1*



*Figure 2*



*Figure 3*

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

The City's Public Works and Community Development Departments have worked with Sustainable Solutions to create a full scale model of the new median street name sign. Sustainable Solutions is a hardscape design and design studio that produces architectural elements for many different types of clients and successfully and cohesively integrates their client's needs with the appropriate hardscape materials, textures, colors and patterns. Their approach is to work with clients, listen to their specific needs and integrate the creative process of design and function to bring their client's vision to reality.

The full-scale model shown in Figure 4 has several different materials, textures, colors and patterns built into it so that each individual councilmember can examine the options in the proposed design and choose the combination of design elements that will best reflect the City of Calabasas' image and character.



*Figure 4*

The full-scale model will be presented at the meeting so that the City Council has the opportunity to see a real-sized rendition of the design and the proposed options.

In the next subsections, this report will describe the different design elements so that the City Council can make a well-informed decision on the preferred components and composite design. The design elements are primarily grouped into the following three categories:

- 1] Materials and Color
- 2] Size and Proportions
- 3] Type of Illumination

### **Materials and Color**

The columns that bridge the wooden beam and street name placard are made with either a natural stone or brick veneer with a unique color scheme for each veneer. The model has both designs that are built on opposite sides of it.

### **Crown Alternatives**

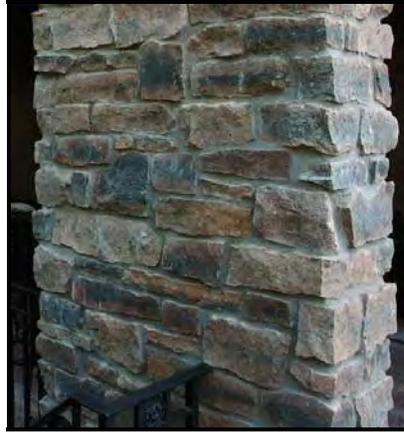
The crown on the left column has a bullnose frame and is painted smooth wood. The crown on the right column is standard frame and is painted textured wood. Figure 5 shows a close-up of the standard frame that shows the textured surface crown finish.



*Figure 5*

### **Veneer Alternatives**

The natural stone alternative utilizes Natural Stone Veneers' **Concord** veneer. It is shown in Figure 6.



*Figure 6*

The color scheme in this alternative is lighter overall than the brick alternative and includes lighter shades of stone, mortar, beam and crown color and background area of the Calabasas' Hawk logo. The stone's colors are primarily tan, cream, grey and light brown. The mortar, beam and crown color are light to medium shades of grey. The background area of the Calabasas' Hawk logo is a light cream shade. Figure 7 shows this proposed design.



*Figure 7*

The brick alternative uses Muick's **Embarcadero** veneer. It is shown in Figure 8.



*Figure 8*

The color scheme in this alternative is a bit darker than the natural stone alternative and includes darker shades of stone, mortar, beam and crown color and background area of the Calabasas' Hawk logo. The stone's colors are primarily dark tan and medium to dark brown. The mortar, beam and crown color are medium to dark brown. The background area of the Calabasas' Hawk logo is a darker cream shade. Figure 9 shows this proposed design.



*Figure 9*

### **Size and Proportions**

The full scale model is shown in Figure 4. It is intended to depict different design options so that comparisons can be made and, ultimately, a final design be determined. The left column dimensions are 19" x 19"; whereas the right column is 20" x 20". Although there is only a 1" difference between the two they appear somewhat different and, like the crowns, produce opposing looks.

### **Type of Illumination**

There are several different options for lighting the signs; they are discussed in the following subsections.

#### **Underhanging the lighting**

With this method, the lights would be mounted on the bottom lip of the crown and would direct the lighting downwards to the base of the columns and outwards to illuminate the street name sign.

Internally mount the lighting

Lights would be mounted in the center of the bottom of the crown. The illumination would be directed outwards in all directions and be directed outwards through the openings along the top of the columns.

Spotlight type lighting

A spotlight would be mounted on the ground in front of the sign. The lighting would be directed upwards and outwards to illuminate the street name sign and the columns together

Underhanging Lighting of the Calabasas Hawk

This approach would be attach underhanging lights above the hawk and direct a very soft glow of illumination of the bronzed hawk portion of the column.

A combination of these various lighting schemes should be determined that most appropriately address the need for making the signs visible during the nighttime and create the desired effect at the sign locations. These lighting methods will be demonstrated during the council meeting.

**FISCAL IMPACT/SOURCE OF FUNDING:**

The City has 32 median signs and can be funded with the following methods. Depending on their location they can be funded by the following sources:

- 1) Ad Valorem Landscape District Funding*
- 2) Measure R Project Locations*
- 3) General Fund*

**REQUESTED ACTION:**

Staff recommends that the City Council examine the different facets of the proposed new median street name sign model and provide input for a preferred design.



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

---

**DATE:** MAY 18, 2015

**TO:** HONORABLE MAYOR AND COUNCILMEMBERS

**FROM:** MAUREEN TAMURI, COMMUNITY DEVELOPMENT DIRECTOR 

**SUBJECT:** RECOMMENDATION FROM THE PLANNING COMMISSION REGARDING MODIFICATIONS TO THE COMMUNITY DEVELOPMENT DEPARTMENT'S STORY POLE POLICY

**MEETING DATE:** MAY 27, 2015

---

**SUMMARY RECOMMENDATION:**

That the City Council reviews the Planning Commission recommendations and provides direction to Staff.

**BACKGROUND:**

At their Budget Workshop meeting of April 29, 2015, the City Council elected to place a discussion of the Community Developments Story Pole policy on the Council meeting agenda of May 27, 2015. The Council also remanded the policy to the Planning Commission to determine if any modifications should be considered.

Four members of the Planning Commission heard the item at their meeting of May 14, 2015. Staff provided to the Commission a power-point presentation regarding story poles, the Department's current policy and procedures, and an overview of various current story pole practices in other jurisdictions. A total of 14 persons spoke at the meeting. At the conclusion of the meeting, the Commissioners made a number of recommendations to improve the policy, which are provided as Attachment B to this report.

**FISCAL IMPACT/SOURCE OF FUNDING:**

Modifications to the story pole policy, as suggested, will not create any fiscal impacts to the City. All costs will be borne by property owners seeking planning project entitlements and approvals for which story poles are required. Costs per project are anticipated to range from \$5,000 to \$60,000 depending on size and complexity of story pole construction and site security.

**REQUESTED ACTION:**

That the City Council reviews the Planning Commission recommendations and provides direction to Staff.

**ATTACHMENTS:**

Attachment A: City of Calabasas Story Pole Procedures, October 1, 2005

Attachment B: Planning Commission Recommendations, May 14, 2015

## City of Calabasas Story Pole Procedures

*Effective October 1, 2005*

### Applicability

Unless determined otherwise by the Community Development Director or his/her designee, all projects within the Old Topanga, Calabasas Highlands, and Scenic Corridor Overlay Zones that are reviewed by the Planning Commission shall have story poles placed on the proposed building site. Story poles are used to depict the silhouette of a proposed structure or an addition to an existing building. Story poles are intended to help decision makers, staff, neighbors and other interested parties visualize the location, mass and/or height of a proposed building(s), as part of the review of the project's relationship to its surrounding.

### Duration

Story poles shall be erected at least three weeks prior to the Planning Commission hearing date and shall remain in place until such time the Planning Commission has rendered a final decision on the project. Following the final decision, the story poles shall be removed as soon as possible and no later than 48 hours following the decision date. If at any time the story poles become unsafe, they shall be repaired or removed immediately. If any poles fall down prior to the hearing date, they shall be promptly replaced.

### Plan Components

A story pole plan must be submitted to staff for approval prior to installation. The story pole locations must be plotted on the roof plan and each location should indicate the maximum height of the pole. Applicants shall confer with City staff for precise pole locations for unusually shaped structures. The plan should also include the contact information and license number for the licensed contractor, licensed surveyor, licensed architect, or licensed civil engineer installing the story poles.

### Construction Method and Materials

Story poles shall be made of standard 2" x 4" lumber or similar material that is sturdy and avoids bending as determined by the City. All story poles need to be erected safely and without putting the public at risk, without bending or leaning, so as to withstand weather. This can be accomplished by installing guy wires or other similar temporary support system. Colored ribbons or construction netting not larger than 3 feet wide shall be attached between the poles to detail roof lines.

### Pole Locations

Story poles shall be erected at the most distant corners of the proposed structure or addition and at the maximum height of the roof ridge. The idea is to achieve a silhouette of the structure or addition, clearly defining the maximum roof heights. The tallest story pole shall be painted with a clearly visible black paint at every one (1) foot increment. (Story poles for roof overhangs, eaves, chimneys, balconies, and accessory buildings may also be required at the discretion of the Community Development Director.)

### Certification

Story pole heights and locations must be certified in writing by a licensed surveyor, licensed contractor, licensed architect, or licensed civil engineer and such certification shall be provided, along with the story pole plan, to the project planner a minimum of three weeks in advance of the hearing date. The height of each pole should be clearly marked on the base of each pole.

## ITEM 17 ATTACHMENT B

### Community Development Department Story Pole Policy Planning Commission Recommendations

Special Planning Commission Meeting of May 14, 2015

The following **additions** to the CDD story pole policy are recommended by Commissioners Lia, Weintraub, Sikand and Litt:

- 1) The story policy should apply to the three special overlay zones in the City consisting of Old Topanga, the Highlands and Scenic Corridor. The policy should additionally specify that it applies to all new homes and commercial projects, and additions over 500 feet in those zones.
- 2) The policy should be expanded to all new free standing commercial buildings in the City.
- 3) The policy should identify the Architectural Review Panel (ARP) as being the body responsible for determining the feasibility of story poles, and making a recommendation to the CD Director on their placement.
- 4) The policy should list elements of consideration which may render story poles either unfeasible or limited. The areas for consideration shall be:
  - a. Safety
  - b. Inaccurate Depiction
  - c. Physical Impacts
  - d. Modifications during the Approval Process
  - e. Site Constraints
- 5) If less than 25% of the proposed structure is recommended by the ARP for story poles due to feasibility concerns as listed above (#4), the Director shall forward the recommendation to the Planning Commission for their consideration.
- 6) If story poles are vandalized, the Planning Commission shall be the body to determine if they will be re-constructed.
- 7) Story poles shall be constructed at least three weeks prior to a noticed public hearing or the close of an EIR comment period, whichever is earlier, and should stay in place for the duration of the approval and any appeal period.
- 8) A sign with a rendering of the proposed project and date of the public hearing shall also be placed on the site at the same time the story poles are assembled.
- 9) If due to site feasibility only a portion of the story poles can be placed, the sign and accompanying rendering shall describe the limit of the poles to assist the public and decision makers as to the relationship of the poles and the proposed final project.
- 10) The ARP should also recommend visual aids, such as photo simulations, to assist in illustrating the proposed final project for staff, the public and decision makers.
- 11) The ARP should consider the cost impacts to applicants in making their story pole and visual aid recommendations.

Chair Lia additionally recommends that the Council consider application of the story-pole policy to new single family homes in any area of the City beyond a certain size or of a size larger than the average homes in a neighborhood.



CITY of CALABASAS

CITY COUNCIL AGENDA REPORT

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**DATE:** MAY 12, 2015

**TO:** HONORABLE MAYOR AND COUNCILMEMBERS

**FROM:** ANTHONY M. COROALLES, CITY MANAGER   
MARICELA HERNANDEZ, MMC, CITY CLERK 

**SUBJECT:** COUNCIL POSITION ON SENATE BILL 277 (PAN AND ALLEN)  
REGARDING EXEMPTION FROM CHILDHOOD VACCINATIONS

**MEETING**

**DATE:** MAY 27, 2015

---

**SUMMARY RECOMMENDATION:**

At Council's request, staff is providing the latest update on Senate Bill 277 (Pan and Allen) regarding exemption from childhood vaccinations.

**RECOMMENDATION:**

That the Council review, discuss and direct staff as to their position on Senate Bill 277 (Pan and Allen) regarding exemption from childhood vaccinations.

**ATTACHMENT:**

Senate Bill 277 (Pan and Allen) update

## ITEM 18 ATTACHMENT

## CURRENT BILL STATUS

MEASURE : S.B. No. 277  
AUTHOR(S) : Pan and Allen (Principal coauthor: Assembly Member  
Gonzalez) (Coauthors: Senators Beall, Block, De León,  
Hall, Hertzberg, Hill, Jackson, Leno, McGuire, Mitchell,  
Stone, Wieckowski, and Wolk) (Coauthors: Assembly  
Members Baker, Chiu, Cooper, Cristina Garcia, Low,  
McCarty, Nazarian, Rendon, Mark Stone, and Wood).  
TOPIC : Public health: vaccinations.  
HOUSE LOCATION : ASM  
+LAST AMENDED DATE : 05/07/2015

TYPE OF BILL :  
Active  
Non-Urgency  
Non-Appropriations  
Majority Vote Required  
Non-State-Mandated Local Program  
Non-Fiscal  
Non-Tax Levy

LAST HIST. ACT. DATE: 05/14/2015  
LAST HIST. ACTION : In Assembly. Read first time. Held at Desk.  
COMM. LOCATION : SEN JUDICIARY  
COMM. ACTION DATE : 04/28/2015  
COMM. ACTION : Do pass as amended, and re-refer to the Committee on  
Appropriations.  
COMM. VOTE SUMMARY : Ayes: 05 Noes: 01 PASS

TITLE : An act to amend Sections 120325, 120335, and 120370 of,  
to add Section 120338 to, and to repeal Section 120365  
of, the Health and Safety Code, relating to public  
health.

## COMPLETE BILL HISTORY

BILL NUMBER : S.B. No. 277  
 AUTHOR : Pan  
 TOPIC : Public health: vaccinations.

TYPE OF BILL :

- Active
- Non-Urgency
- Non-Appropriations
- Majority Vote Required
- Non-State-Mandated Local Program
- Non-Fiscal
- Non-Tax Levy

## BILL HISTORY

2015

May 14 In Assembly. Read first time. Held at Desk.  
 May 14 Amendments by Senator Morrell tabled on motion of Senator Monning. (Ayes 25. Noes 11.) Amendments by Senator Moorlach tabled on motion of Senator Monning. (Ayes 25. Noes 11.) Amendments by Senator Anderson tabled on motion of Senator Monning. (Ayes 25. Noes 10.) Read third time. Passed. (Ayes 25. Noes 11.) Ordered to the Assembly.  
 May 12 Read second time. Ordered to third reading.  
 May 11 Withdrawn from committee. Ordered to second reading.  
 May 7 From committee with author's amendments. Read second time and amended. Re-referred to Com. on APPR.  
 May 5 Read second time and amended. Re-referred to Com. on APPR.  
 May 4 From committee: Do pass as amended and re-refer to Com. on APPR. (Ayes 5. Noes 1. Page 818.) (April 28).  
 Apr. 23 Set for hearing April 28.  
 Apr. 22 From committee with author's amendments. Read second time and amended. Re-referred to Com. on JUD.  
 Apr. 22 From committee: Do pass and re-refer to Com. on JUD. (Ayes 7. Noes 2. Page 721.) (April 22). Re-referred to Com. on JUD.  
 Apr. 17 Set for hearing April 22.  
 Apr. 16 April 15 set for first hearing. Testimony taken. Further hearing to be set.  
 Apr. 10 Set for hearing April 15.  
 Apr. 9 From committee with author's amendments. Read second time and amended. Re-referred to Com. on ED.  
 Apr. 9 From committee: Do pass and re-refer to Com. on ED. (Ayes 6. Noes 2. Page 544.) (April 8). Re-referred to Com. on ED.  
 Mar. 10 Set for hearing April 8.  
 Mar. 5 Referred to Coms. on HEALTH, ED., and JUD.  
 Feb. 20 From printer. May be acted upon on or after March 22.  
 Feb. 19 Introduced. Read first time. To Com. on RLS. for assignment. To print. (Corrected February 20).

## BILL ANALYSIS

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|SENATE RULES COMMITTEE |                               | SB 277 |
|Office of Senate Floor Analyses |                               |       |
|(916) 651-1520 Fax: (916) |                               |       |
|327-4478 |                               |       |
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## THIRD READING

Bill No: SB 277  
 Author: Pan (D) and Allen (D), et al.  
 Amended: 5/7/15  
 Vote: 21

SENATE HEALTH COMMITTEE: 6-2, 4/8/15  
 AYES: Nguyen, Hall, Mitchell, Monning, Pan, Wolk  
 NOES: Nielsen, Roth  
 NO VOTE RECORDED: Hernandez

SENATE EDUCATION COMMITTEE: 7-2, 4/22/15  
 AYES: Liu, Block, Hancock, Mendoza, Monning, Pan, Vidak  
 NOES: Runner, Leyva

SENATE JUDICIARY COMMITTEE: 5-1, 4/28/15  
 AYES: Jackson, Hertzberg, Leno, Monning, Wieckowski  
 NOES: Anderson  
 NO VOTE RECORDED: Moorlach

SUBJECT: Public health: vaccinations

SOURCE: Vaccinate California

DIGEST: This bill eliminates the personal belief exemption from the requirement that children receive vaccines for certain infectious diseases prior to being admitted to any public or private elementary or secondary school or day care center.

ANALYSIS:

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 Page 2

Existing law:

- 1) Prohibits the governing authority of a school or other institution from unconditionally admitting any person as a pupil of any private or public elementary or secondary school, child care center, day nursery, nursery school, family day care home, or development center, unless, prior to his or her first admission to that institution, he or she has been fully immunized against diphtheria, haemophilus influenzae type b (Hib), measles, mumps, pertussis, poliomyelitis, rubella, tetanus, hepatitis b (except after 7th grade), and chickenpox, as specified.
- 2) Permits the Department of Public Health (DPH) to add to this list any other disease deemed appropriate, taking into consideration the recommendations of the Centers for Disease Control and Prevention (CDC) Advisory Committee on Immunization Practices (ACIP) and the American Academy of Pediatrics (AAP) Committee on Infectious Diseases.
- 3) Waives the above immunization requirements if the parent or guardian files with the governing authority a written statement by a licensed physician to the effect that the physical condition of the child is such, or medical circumstances relating to the child are such, that immunization is not considered safe, indicating the specific nature and probable duration of the medical condition or circumstances that contraindicate immunization.
- 4) Waives the above immunization requirements if the parent or guardian or adult who has assumed responsibility for the child's care and custody, or the person seeking admission, if an emancipated minor, files a letter with the governing authority stating that the immunization is contrary to his or her beliefs.

- 5) Requires a separate form prescribed by DPH to accompany a letter or affidavit to exempt a child from immunization requirements on the basis that an immunization is contrary to beliefs of the child's parent or guardian. Requires the form to include:

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Page 3

- a) A signed attestation from the health care practitioner that indicates that the parent or guardian of the person who is subject to the immunization requirements, the adult who has assumed responsibility for the care and custody of the person, or the person if an emancipated minor, was provided with information regarding the benefits and risks of the immunization and the health risks of the communicable diseases listed above to the person and to the community. Requires the attestation to be signed not more than six months before the date when the person first becomes subject to the immunization requirement for which exemption is being sought.
- b) A written statement signed by the parent or guardian of the person who is subject to the immunization requirements, the adult who has assumed responsibility for the care and custody of the person, or the person if an emancipated minor, that indicates that the signer has received the information provided by the health care practitioner pursuant a) above. Requires the statement to be signed not more than six months before the date when the person first becomes subject to the immunization requirements as a condition of admittance.
- 1) Permits a child for whom the requirement has been waived, whenever there is good cause to believe that he or she has been exposed to one of the specified communicable diseases, to be temporarily excluded from the school or institution until the local health officer is satisfied that the child is no longer at risk of developing the disease.

This bill:

- 1) Deletes the exemption for personal beliefs (described in #4 of existing law above) from the existing immunization requirement for children in child care and public and private schools. Deletes related law requiring a form (described in #5 of existing law above) to accompany a personal belief exemption (PBE).
- 2) Exempts home-based private schools or students enrolled in an independent study program from the existing immunization requirement.

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- 3) Permits DPH to add diseases to the immunization requirements (described in #2 of existing law above) only if exemptions are allowed for both medical reasons and personal beliefs.

Comments:

- 1) Author's statement. According to the author, in early 2015, California became the epicenter of a measles outbreak which was the result of unvaccinated individuals infecting vulnerable individuals including children who are unable to receive vaccinations due to health conditions or age requirements. According to the CDC, there were more cases of measles in January 2015 in the U.S. than in any one month in the past 20 years. Measles has spread through California and the U.S., in large part, because of communities with large numbers of unvaccinated people. Between 2000 and 2012, the number of PBEs from vaccinations required for school entry that were filed rose by 337 percent. In 2000, the PBE rate for kindergartners entering California schools was under one percent. However, as of 2012, that number rose to 2.6 percent. From 2012 to 2014, the number of children entering kindergarten without receiving some or all of their required vaccinations due to their parent's personal beliefs increased to 3.15 percent (a 25 percent increase over the previous two years). In certain pockets of California, exemption rates are as high as 21 percent which places our communities at risk for preventable diseases. Given the highly contagious nature of

diseases such as measles, vaccination rates of up to 95 percent are necessary to preserve herd immunity and prevent future outbreaks.

- 2) Immunizations. According to the CDC, vaccines contain the same antigens or parts of antigens that cause diseases, but the antigens in vaccines are either killed or greatly weakened. Vaccine antigens are not strong enough to cause disease, but they are strong enough to make the immune system produce antibodies against them. Memory cells prevent re-infection when they encounter that disease again in the future. Vaccines are responsible for the control of many infectious diseases that were once common around the world, including polio, measles, diphtheria, pertussis (whooping cough), rubella (German measles), mumps, tetanus, and Hib. Vaccine eradicated smallpox, one of the most devastating diseases in history. Over the years, vaccines have prevented

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countless cases of infectious diseases and saved literally millions of lives. Vaccine-preventable diseases have a costly impact, resulting in doctor's visits, hospitalizations, and premature deaths. Sick children can also cause parents to lose time from work. CDC recommends routine vaccination to prevent 17 vaccine-preventable diseases that occur in infants, children, adolescents, or adults.

- 3) ACIP. According to ACIP, it consists of 15 experts who are voting members and are responsible for making vaccine recommendations. The Secretary of the U.S. Department of Health and Human Services selects these members after an application, interview, and nomination process. Fourteen of the members have expertise in vaccinology, immunology, pediatrics, internal medicine, nursing, family medicine, virology, public health, infectious diseases, and/or preventive medicine; one member is a consumer representative who provides perspectives on the social and community aspects of vaccination. ACIP develops written recommendations for the routine administration of vaccines to pediatric and adult populations, along with schedules regarding the appropriate periodicity, dosage, and contraindications applicable to the vaccines and is the only entity within the federal government which makes such recommendations. The overall goals of ACIP are to provide advice to assist in reducing the incidence of vaccine-preventable diseases and to increase the safe usage of vaccines and related biological products.

ACIP, along with AAP, the American Academy of Family Physicians, and the American College of Obstetricians and Gynecologists, approved the 2015 Recommended Immunization Schedules for Persons Aged 0 Through 18 Years. Children under six are recommended to receive vaccines for: hepatitis b; rotavirus; diphtheria, tetanus, and pertussis (DTaP); Hib; pneumococcal; polio; influenza; measles, mumps, rubella (MMR); varicella; hepatitis a; and meningococcal.

- 4) School vaccination requirements. States enact laws or regulations that require children to receive certain vaccines before they enter childcare facilities and school, but with some exceptions, including medical, religious, and philosophical objections. School vaccination requirements are thought to serve an important public health function, but can also face resistance. An article published in the 2001-2002

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Kentucky Law Journal reviewed historical and modern legal, political, philosophical, and social struggles surrounding vaccination requirements. The authors stated that though school vaccination has been an important component of public health practice for decades, it has had a controversial history in the U.S. and abroad. Historical and modern examples of the real, perceived, and potential harms of vaccination, governmental abuses underlying its widespread practice and strongly held religious beliefs have led to fervent objections among parents and other persons who object to vaccines on legal, ethical, social, and epidemiological grounds. The article states that public health authorities argue that school vaccination requirements have led to a drastic decrease in the incidence of once common childhood diseases. Those who object to vaccines tend to view the consequences of mass vaccination on an individualistic basis, focusing on alleged or actual harms to children from vaccinations. As part of

their research, the authors compared childhood immunization rates and rates of vaccine-preventable childhood diseases before and after the introduction of school vaccination requirements. The data suggest that school vaccination requirements have succeeded in increasing vaccination rates and reducing the incidence of childhood disease.

- 5) Exemptions to vaccine requirements. There are two types of non-medical exemptions to the requirement that children be vaccinated before entering school: religious exemption and philosophical exemption. Religious exemption means that there is a provision in the statute that allows parents to exempt their children from vaccination if it contradicts their sincere religious beliefs. Philosophical exemption means that the statutory language does not restrict the exemption to purely religious or spiritual beliefs. For example, Maine allows restrictions based on "moral, philosophical or other personal beliefs," and California allows objections based on simply the parent(s) beliefs. According to the National Conference of State Legislatures, as of June 2014, 48 states allow religious exemptions (all but Mississippi and West Virginia), and 20 states (Arizona, California, Colorado, Idaho, Louisiana, Maine, Michigan, Minnesota, Missouri (limited to childcare enrollees), New Mexico, North Dakota, Ohio, Oklahoma, Pennsylvania, Texas, Utah, Vermont, Washington, West Virginia and Wisconsin) permit philosophical exemptions. As of February, several state legislatures had

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introduced bills that would address non-medical exemptions. In addition to California, legislators in Oregon, Vermont, and Washington proposed to remove philosophical/personal belief exemption this year. Those bills were tabled in Oregon and Washington.

- 6) California vaccination rates. According to an August 2014 DPH fact sheet, vaccination coverage in California is at or near all-time high levels. DPH states that the implementation of current vaccine requirements has been effective in maintaining greater than or equal to 92 percent immunization coverage among children in licensed child care facilities and kindergartens. The DPH Immunization Branch maintains data on its website related to vaccination rates and is searchable statewide and by school (kindergarten and 7th grade rates) and child care facility. For school year 2014-15, DPH reported that 90.4 percent of the 535,332 students enrolled in reporting kindergartens received all required immunizations, which is a 0.2 percent increase from last year. In addition, the percentage of conditional entrants increased by 0.4 percent from last year. The percentage of students with permanent medical exemptions stayed the same at 0.19 percent, and there was a 0.61 percent decrease in students with PBEs compared with last year. Immunization coverage remained above 92 percent for each vaccine for all schools since last year.
- 7) California measles outbreak. The authors point to an outbreak of measles that began in December 2014 in Disneyland (Orange County) as one of the reasons for the introduction of this bill. There have been 134 confirmed measles cases reported in California residents as part of this outbreak. The latest confirmed measles case had rash onset on March 2nd, and DPH will consider the outbreak over when 42 days have elapsed from the end of the infectious period of the last known measles cases that was a not a new importation. As of the most recent DPH Surveillance Update, that date will be April 17, 2015. Of the confirmed cases: 40 cases visited Disneyland between December 17 and 20 where they are presumed to have been exposed to measles; 30 are household or close contacts to a confirmed case; 11 were exposed in a community setting (e.g., emergency room) where a confirmed case was known to be present; 50 have an unknown exposure source but are presumed to be linked to the outbreak based on a combination of descriptive epidemiology or strain type; and, three cases are

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known to have a different genotype from the outbreak strain. The ages of those infected with the measles during this outbreak varied, with 56 percent being 20 years or older, 18 percent were between the ages of five and 19, 15 percent were ages one to four, and 11 percent were under the age of one. Among measles cases for whom DPH have vaccination documentation, 57 were unvaccinated and 25 had one or more

doses of MMR vaccine.

Prior Legislation

AB 2109 (Pan, Chapter 821, Statutes of 2012) required, on and after January 1, 2014, a separate form prescribed by DPH to accompany a letter or affidavit to exempt a child from immunization requirements under existing law on the basis that an immunization is contrary to beliefs of the child's parent or guardian. Required the form to include:

- 1) A signed attestation from the health care practitioner that indicates that the parent or guardian of the person who is subject to the immunization requirements, the adult who has assumed responsibility for the care and custody of the person, or the person if an emancipated minor, was provided with information regarding the benefits and risks of the immunization and the health risks of the communicable diseases listed above to the person and to the community.
- 2) A written statement signed by the parent or guardian of the person who is subject to the immunization requirements, the adult who has assumed responsibility for the care and custody of the person, or the person if an emancipated minor, that indicates that the signer has received the information provided by the health care practitioner pursuant to 1) above.

The Governor included a message with his signature on this bill, which stated, in part:

"I will direct (DPH) to allow for a separate religious exemption on the form. In this way, people whose religious beliefs preclude vaccinations will not be required to seek a health care practitioner's signature."

AB 2064 (V. Manuel Pérez, 2012) would have required a health care service plan or health insurer that provides coverage for

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childhood and adolescent immunizations to reimburse a physician or physician group in an amount not less than the actual cost of acquiring the vaccine plus the cost of administration of the vaccine, as specified. AB 2064 was held on the Assembly Appropriations Committee suspense file.

SB 614 (Kehoe, Chapter 123, Statutes of 2011) allowed — a pupil in grades seven through 12, to conditionally attend school for up to 30 calendar days beyond the pupil's first day of attendance for the 2011-12 school year, if that pupil has not been fully immunized with all pertussis boosters appropriate for the pupil's age if specified conditions are met.

AB 354 (Arambula, Chapter 434, Statutes of 2010) allowed DPH to update vaccination requirements for children entering schools and child care facilities and added the American Academy of Family Physicians to the list of entities whose recommendations DPH must consider when updating the list of required vaccinations. Requires children entering grades 7 through 12 receive a TDaP booster prior to admittance to school.

AB 1201 (V. Manuel Pérez, 2009) would have required a health care service plan or health insurer that provides coverage for childhood and adolescent immunizations to reimburse a physician or physician group the entire cost of acquiring and administering the vaccine, and would have prohibited a health plan or insurer from requiring cost-sharing for immunizations. AB 1201 was held on the Assembly Appropriations Committee suspense file.

SB 1179 (Aanestad, 2008) would have deleted DPH's authority to add diseases to the list of those requiring immunizations prior to entry to any private or public elementary or secondary school, child care center, day nursery, nursery school, family day care home, or development center. SB 1179 died in Senate Health Committee.

AB 2580 (Arambula, 2008) would have required pupils entering the seventh grade to be fully immunized against pertussis by receiving any necessary adolescent booster immunization. AB 2580 was held on the Senate Appropriations Committee suspense file.

SB 676 (Ridley-Thomas, 2007) would have required pupils entering the seventh grade to be fully immunized against pertussis. SB

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676 was held on the Assembly Appropriations Committee suspense file.

SB 533 (Yee, 2007) would have added pneumococcus to the list of diseases that pupils are required to be immunized against before entry into any private or public elementary or secondary school, child care center, day nursery, nursery school, family day care home, or development center, except for children who are 24 months of age or older. SB 533 was vetoed by the Governor, who stated that a mandate for this vaccination was not necessary.

FISCAL EFFECT: Appropriation: No Fiscal  
Com.:NoLocal: No

SUPPORT: (Verified5/12/15)

Vaccinate California (source)  
Insurance Commissioner Dave Jones  
AIDS Healthcare Foundation  
American Academy of Pediatrics  
American Federation of State, County and Municipal Employees  
American Lung Association  
American Nurses Association  
Association of Northern California Oncologists  
Biocom  
California Academy of Family Physicians  
California Academy of Physician Assistants  
California Association of Nurse Practitioners  
California Association of Physician Groups  
California Chapter of the American College of Emergency Physicians  
California Children's Hospital Association  
California Coverage and Health Initiatives  
California Disability Rights, Inc.  
California HealthCare Institute  
California Hepatitis Alliance  
California Hospital Association  
California Immunization Coalition  
California Medical Association  
California Optometric Association  
California Pharmacists Association  
California Primary Care Association

California Public Health Association-North  
California School Boards Association  
California School Employees Association  
California School Nurses Organization  
California State Association of Counties  
California State Parent-Teacher Association  
Carlsbad High School Parent-Teacher-Student Association  
Child Care Law Center  
Children Now  
Children's Defense Fund California  
Children's Healthcare Is a Legal Duty, Inc.  
Children's Hospital Oakland  
Children's Specialty Care Coalition  
City and County of San Francisco  
City of Berkeley  
City of Beverly Hills  
City of Pasadena  
County Health Executives Association of California  
County of Alameda  
County of Los Angeles  
County of Marin  
County of Santa Clara  
County of Santa Cruz  
County of Santa Cruz Democratic Party  
County of Yolo  
Democratic Women's Club of Santa Cruz County  
First 5 California  
Foundation for Pediatric Health  
Health Officers Association of California  
Junior Leagues of California  
Kaiser Permanente  
Los Angeles Community College District  
Los Angeles County Supervisor Sheila Kuehl  
Los Angeles Unified School District  
March of Dimes California Chapter  
MemorialCare Health System Physician Society  
National Coalition of 100 Black Women Sacramento Chapter  
Osteopathic Physicians and Surgeons of California  
Project Inform  
Providence Health and Services Southern California  
San Dieguito Union High School District  
San Francisco Unified School District

Santa Monica Malibu Union Unified School District  
Secular Coalition for California

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Silicon Valley Leadership Group  
Solano Beach School District  
The Children's Partnership  
UAW Local 5810, Postdoctoral Researchers at the University of  
California  
Hundreds of individuals

OPPOSITION: (Verified5/12/15)

AWAKE California  
Association of American Physicians and Surgeons  
California Chiropractic Association  
California Naturopathic Doctors Association -  
California Nurses for Ethical Standards  
California ProLife Council  
California Right to Life Committee, Inc.  
Canary Party  
Capitol Resource Institute  
Educate. Advocate.  
Families for Early Autism Treatment  
Homeschool Association of California  
National Vaccine Information Center  
Pacific Justice Institute Center for Public Policy  
ParentalRights.org  
SafeMinds  
Hundreds of individuals

Prepared by:Melanie Moreno / HEALTH /  
5/13/15 16:37:45

\*\*\*\* END \*\*\*\*



CITY of CALABASAS

CITY COUNCIL AGENDA REPORT

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**DATE:** MAY 12, 2015

**TO:** HONORABLE MAYOR AND COUNCILMEMBERS

**FROM:** ANTHONY M. COROALLES, CITY MANAGER  
MARICELA HERNANDEZ, MMC, CITY CLERK

**SUBJECT:** COUNCIL POSITION ON SENATE BILL 151 (HERNANDEZ) REGARDING  
THE SMOKING AGE LIMIT

**MEETING**

**DATE:** MAY 27, 2015

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**SUMMARY RECOMMENDATION:**

At Council's request, staff is providing the latest update on Senate Bill 151 (Hernandez) regarding smoking age limit.

**RECOMMENDATION:**

That the Council review, discuss and direct staff as to their position on Senate Bill 151(Hernandez) regarding smoking age limit.

**ATTACHMENT:**

- A. Senate Bill 151 (Hernandez) update
- B. The Valley Industry and Commerce Association's (VICA) position

## ITEM 19 ATTACHMENT A

## CURRENT BILL STATUS

MEASURE : S.B. No. 151  
AUTHOR(S) : Hernandez (Principal coauthor: Assembly Member Wood)  
(Coauthor: Senator Leno).  
TOPIC : Tobacco products: minimum legal age.  
HOUSE LOCATION : SEN

TYPE OF BILL :

- Active
- Non-Urgency
- Non-Appropriations
- Majority Vote Required
- State-Mandated Local Program
- Fiscal
- Non-Tax Levy

LAST HIST. ACT. DATE: 04/27/2015  
LAST HIST. ACTION : April 27 hearing: Placed on APPR. suspense file.  
COMM. LOCATION : SEN APPROPRIATIONS

TITLE : An act to amend Sections 17537.3, 22951, 22952, 22956, 22958, and 22963 of, and to add Section 22964 to, the Business and Professions Code, and to amend Section 308 of the Penal Code, relating to tobacco.

## COMPLETE BILL HISTORY

BILL NUMBER : S.B. No. 151  
AUTHOR : Hernandez  
TOPIC : Tobacco products: minimum legal age.

TYPE OF BILL :

- Active
- Non-Urgency
- Non-Appropriations
- Majority Vote Required
- State-Mandated Local Program
- Fiscal
- Non-Tax Levy

## BILL HISTORY

2015

Apr. 27 April 27 hearing: Placed on APPR. suspense file.  
Apr. 17 Set for hearing April 27.  
Apr. 16 April 20 hearing postponed by committee.  
Apr. 10 Set for hearing April 20.  
Apr. 9 From committee: Do pass and re-refer to Com. on APPR. (Ayes 9.  
Noes 0. Page 544.) (April 8). Re-referred to Com. on APPR.  
Mar. 18 Set for hearing April 8.  
Mar. 16 March 25 set for first hearing canceled at the request of author.  
Mar. 5 Set for hearing March 25.  
Feb. 19 Referred to Com. on HEALTH.  
Jan. 30 From printer. May be acted upon on or after March 1.  
Jan. 29 Introduced. Read first time. To Com. on RLS. for assignment. To  
print.

## BILL ANALYSIS

SENATE COMMITTEE ON APPROPRIATIONS  
 Senator Ricardo Lara, Chair  
 2015 - 2016 Regular Session

SB 151 (Hernandez) - Tobacco products: minimum legal age

Version: January 29, 2015		Policy Vote: HEALTH 9 - 0	
Urgency: No		Mandate: Yes	
Hearing Date: April 27, 2015		Consultant: Brendan McCarthy	

This bill meets the criteria for referral to the Suspense File.

## Bill

Summary: SB 151 would raise the minimum legal age to purchase or consume tobacco products from 18 to 21.

## Fiscal

## Impact:

Likely ongoing costs in the tens of thousands to low hundreds of thousands per year for additional survey activities at retail stores that sell tobacco products (Cigarette and Tobacco Tax Surcharge Fund).

Current federal law requires the state to determine the rate at which individuals under 18 years of age can illegally purchase tobacco products. The Department of Public Health conducts random inspections at about 750 retail locations annually to determine a statewide average rate at which

SB 151 (Hernandez)

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retailers are not in compliance with state and federal law. The total annual cost to conduct the current survey is \$400,000. Federal law would continue to require the Department to conduct the existing survey. In addition, it is likely that under this bill the Department would expand the existing survey, to determine the rate at which individuals between 18 and 21 years of age are able to purchase tobacco products.

Likely ongoing costs in the hundreds of thousands per year for enforcement actions relating to illegal sales of tobacco products to individuals between 18 and 21 years of age (General Fund or tobacco tax funds).

Under current law, the Department of Public Health enforces the law prohibiting the sale of tobacco products to minors by conducting compliance inspections using youth decoy purchasers and following up on complaints from the public. The total annual cost for the Department's enforcement program is \$1.6 million per year.

By raising the minimum age to purchase tobacco products, the bill is likely to substantially increase the Department's enforcement workload, at least in the early years. In order to continue to comply with federal restrictions on the sale of tobacco to individuals under age 18, it is likely that the Department will need to keep much of its existing enforcement program in place. In addition, the Department will likely need to take separate enforcement actions against retailers who sell tobacco products to individuals between 18 and 21 years of age. Over time, it is possible that the Department will be able to combine its enforcement activities, reducing overall costs. The total additional enforcement cost is unknown at this time, but is likely to be in the hundreds of thousands per year, based on existing enforcement costs. Because the state has fully allocated the existing federal funding for this program, any additional costs will be borne by the General Fund, tobacco tax funds, or other fund sources.

Reduced total excise tax and sales tax revenues on tobacco

products of \$68 million per year in the near term (various funds). The Board of Equalization projects reduced tobacco excise tax revenues of about \$43 million per year (about \$4 million of which would come from the General Fund and the

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remainder from special funds that support a variety of public health programs). The Board estimates reduced sales tax revenues of about \$25 million per year (about \$13 million coming from the General Fund and the remainder coming from local government sales tax revenues). This tax loss analysis assumes a reduction in tobacco use proportional to the share of the population between 18 and 21.

Additional long-run reductions in tobacco excise and sales tax, likely over \$100 million per year (various funds). In the long-run, the bill will reduce tobacco tax use both by prohibiting its use among those 18 to 21 and by reducing the long-term smoking rate in the adult population, because delaying initial tobacco use reduces the likelihood of long-term use. According to the federal Institute of Medicine, raising the legal minimum age to purchase tobacco products is likely to reduce the overall long-term smoking rate amongst adults by 12 percent. This is because most long-term tobacco users begin using tobacco products before age 21 and a relatively low number of long-term tobacco product users begin using such products after age 21.

Unknown, but significant health care cost savings to public payers (various funds). According to the Centers for Disease Control and Prevention, estimates of annual direct health care costs related to smoking are between \$130 billion and \$180 billion per year, nationally. This bill is likely to reduce health care costs, by reducing tobacco use rates. If the long-term reduction in the expenditure of health care costs relating to smoking is proportional to the reduction in the use rate, total direct health care costs in the state would be reduced by as much as \$2 billion per year in the long-run. A significant portion of those savings would likely accrue to public payers such as the Medi-Cal program and CalPERS.

Background: Under current law (the Stop Tobacco Access to Kids Enforcement or STAKE Act) the Department of Public Health is responsible for enforcing the prohibition on furnishing tobacco products to minors. Federal law requires states to demonstrate that they are complying with federal law in this area, by demonstrating that the rate at which minors can purchase tobacco products does not exceed 20%. The Department fulfills these requirements by conducting a survey of about 750 retail stores, using minors to

SB 151 (Hernandez)  
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attempt a purchase. Using information from the survey, as well as public complaints and other sources, the Department conducts enforcement actions against retailers in violation of the law. In addition to assessing fines for non-compliance, the Department is authorized to notify the Board of Equalization of repeated violations by a retailer; the Board is then authorized to suspend the retailer's license. Current law requires the Board of Equalization to license tobacco wholesalers and retailers. The purpose of this licensing requirement is to facilitate the collection of state tobacco taxes and prevent tax evasion. Tobacco products are subject to both a specific excise tax on tobacco products as well as the general Sales and Use Tax.

#### Proposed Law:

SB 151 would raise the minimum legal age to purchase or consume tobacco products from 18 to 21. The bill would also apply the 21-year age restriction to the provisions of the STAKE Act.

#### Related

##### Legislation:

SB 24 (Hill) would classify electronic cigarettes separately from tobacco products, and would extend STAKE Act requirements and smoking location prohibitions to electronic cigarettes. That bill will be heard in this committee.

SB 140 (Leno) would expand the definition current law of "tobacco product" in certain sections of law to include

electronic cigarettes. That bill will be heard in this committee.  
AB 216 (Garcia) would raise the fine for selling an electronic cigarette to a minor. That bill is pending in the Assembly.  
AB 768 (Thurmond) would prohibit the use of electronic cigarettes in any baseball stadium. That bill is pending in the Assembly

Staff

Comments: The only costs that may be incurred by a local agency relate to crimes and infractions. Under the California

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Constitution, such costs are not reimbursable by the state.

-- END --



## SB 151 – Smoking Minimum Age

**Originating Committee:** Government Affairs

**Date:** March 18, 2015

**Position:** The Valley Industry and Commerce Association (VICA) supports/opposes Senate Bill 151 (Hernandez), which changes the minimum legal age to purchase tobacco products to 21 years of age.

**Background:** The Stop Tobacco Access to Kids Enforcement (STAKE) Act prohibits the furnishing of tobacco products to, and the purchase of tobacco products by, a person under 18 years of age; prohibits a person from making various promotional or advertising offers of smokeless tobacco products without taking actions to ensure that the product is not available to persons under 18 years of age; and requires the State Department of Public Health to conduct random, onsite sting inspections of tobacco product retailers with the assistance of persons under 18 years of age.

SB 151 would make these provisions apply to persons under 21 years of age – changing the minimum age to smoke to 21. The bill would provide that the STAKE Act does not invalidate existing local government ordinances or prohibit the adoption of local government ordinances requiring a more restrictive legal age to purchase or possess tobacco products.

**Impacted Entities:** Tobacco product manufacturers; businesses that sell tobacco products; tobacco users

**Business Nexus:** The bill would change the number of Californians able to purchase tobacco products and would affect the operations of businesses that sell tobacco products.

**Discussion:**

**Support Argument:** The bill will protect the health of minors and young adults when it comes to a product that is repeatedly proven to cause cancer and other awful diseases. Such a change would result in 249,000 fewer premature deaths nationwide among people born between 2000 and 2019, and 12 percent fewer smokers by 2100, according to a recent report by the Institute of Medicine (IOM).

Additionally, it makes sense to increase the smoking age to be the same as the drinking age. Teens often get older teens to buy cigarettes for them -- and they may know a lot of friends who are 18 and 19. However, they are unlikely to have as many 21-year-old friends, so raising the age to 21 would have the most public health benefit.

**Opposition Argument:** Compared to years ago the use of tobacco products has significantly been reduced – eighteen percent of American adults were cigarette smokers in 2012, compared to 24.7 percent in 1997. The provision of this bill to change the minimum age to 21 seems unnecessary as there are already fewer people buying tobacco products. In addition, it makes sense to make 18 the minimum age for all age-restricted activities, such as joining the military, buying alcohol, and voting.

It also adds to California's reputation for making their laws and regulations different from all the other states, which makes it even more difficult to export to and manufacture in the state.

Under SB 151 the provision for random, onsite sting inspections of tobacco product retailers is still included, meaning businesses could be susceptible to drive-by lawsuits immediately when the bill goes into effect by lawyers just trying to pull one over small gas stations/convenience stores/etc. who weren't as educated on the age change.

**Committee Discussion:** *Discussion pending in Government Affairs Committee*

**Supporters:** American Cancer Society Cancer Action Network, American Lung Association, American Medical Association

**Opponents:** No official opponents as of 3/10/15

**Process History:**

Brought to Government Affairs Committee on March 18, 2015:

Pass  Fail  Tabled  Amended

Vote:

Brought to the Board of Directors on March 26, 2015:

Pass  Fail  Tabled  Amended

Vote:



CITY of CALABASAS

CITY COUNCIL AGENDA REPORT

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**DATE:** MAY 12, 2015

**TO:** HONORABLE MAYOR AND COUNCILMEMBERS

**FROM:** ANTHONY M. COROALLES, CITY MANAGER  
MARICELA HERNANDEZ, MMC, CITY CLERK

**SUBJECT:** COUNCIL POSITION ON SENATE BILL 32 (PAVELY) REGARDING CLIMATE POLLUTION REDUCTION BEYOND 2020: HEALTHIER COMMUNITIES AND A STRONGER ECONOMY

**MEETING**

**DATE:** MAY 27, 2015

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**SUMMARY RECOMMENDATION:**

At Mayor Martin's request, a fact sheet on Senate Bill 32 (Pavley) regarding Climate Pollution Reduction Beyond 2020: Healthier Communities and a Stronger Economy is being presented for Council's consideration.

**RECOMMENDATION:**

That the Council review, discuss and direct staff as to their position on Senate Bill 32 (Pavley) regarding Climate Pollution Reduction Beyond 2020: Healthier Communities and a Stronger Economy.

**ATTACHMENT:**

- A. Senate Bill 32 (Pavley) update
- B. Senate Bill 32 (Pavley) Fact Sheet

## CURRENT BILL STATUS

## ITEM 20 ATTACHMENT A

MEASURE : S.B. No. 32  
AUTHOR(S) : Pavley (Coauthors: Senators Allen, Beall, Block, De  
León, Hancock, Hill, Jackson, Leno, Liu, McGuire,  
Monning, and Wolk) (Coauthors: Assembly Members Bloom,  
Cristina Garcia, Rendon, and Mark Stone).  
TOPIC : California Global Warming Solutions Act of 2006:  
emissions limit.  
HOUSE LOCATION : SEN  
+LAST AMENDED DATE : 05/05/2015

## TYPE OF BILL :

Active  
Non-Urgency  
Non-Appropriations  
Majority Vote Required  
Non-State-Mandated Local Program  
Fiscal  
Non-Tax Levy

LAST HIST. ACT. DATE: 05/18/2015  
LAST HIST. ACTION : May 18 hearing: Placed on APPR. suspense file.  
COMM. LOCATION : SEN APPROPRIATIONS

TITLE : An act to amend Sections 38505, 38550, 38551, and 38561  
of the Health and Safety Code, relating to greenhouse  
gases.

## COMPLETE BILL HISTORY

BILL NUMBER : S.B. No. 32  
AUTHOR : Pavley  
TOPIC : California Global Warming Solutions Act of 2006: emissions limit.

## TYPE OF BILL :

Active  
Non-Urgency  
Non-Appropriations  
Majority Vote Required  
Non-State-Mandated Local Program  
Fiscal  
Non-Tax Levy

## BILL HISTORY

2015

May 18 May 18 hearing: Placed on APPR. suspense file.  
May 8 Set for hearing May 18.  
May 5 Read second time and amended. Re-referred to Com. on APPR.  
May 4 From committee: Do pass as amended and re-refer to Com. on APPR.  
(Ayes 5. Noes 2. Page 857.) (April 29).  
Apr. 10 Set for hearing April 29.  
Mar. 19 April 15 set for first hearing canceled at the request of author.  
Mar. 17 Set for hearing April 15.  
Mar. 16 From committee with author's amendments. Read second time and  
amended. Re-referred to Com. on E.Q.  
Jan. 15 Referred to Com. on E.Q.

2014

Dec. 2 From printer. May be acted upon on or after January 1.  
Dec. 1 Introduced. Read first time. To Com. on RLS. for assignment. To  
print.

## BILL ANALYSIS

SENATE COMMITTEE ON APPROPRIATIONS  
 Senator Ricardo Lara, Chair  
 2015 - 2016 Regular Session

SB 32 (Pavley) - California Global Warming Solutions Act of  
 2006: emissions limit

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Version: May 5, 2015	Policy Vote: E.Q. 5 - 2
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Urgency: No	Mandate: No
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Hearing Date: May 18, 2015	Consultant: Marie Liu
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This bill meets the criteria for referral to the Suspense File.

## Bill

Summary: SB 32 would require the California Air Resources Board (ARB) to approve a greenhouse gas (GHG) emission limit that is equivalent to 80% below the 1990 level to be achieved by 2050.

## Fiscal

## Impact:

Minor and absorbable costs to the Cost of Implementation Account (special) to the Air Resources Board to set the 2050 target.  
 Unknown annual costs, at least in the hundreds of millions of dollars, from various special funds for additional programs to achieve the required emission reductions.

Background: In 2006, the Legislature passed the California Global Warming Solutions Act of 2006 (Health and Safety Code §38500 et seq.), which is frequently referred to as AB 32. The act requires the

SB 32 (Pavley)

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ARB to determine the 1990 statewide greenhouse gas (GHG) emissions level and approve a statewide GHG emissions limit that is equivalent to that level, to be achieved by 2020, and to adopt GHG emissions reductions measures by regulation. ARB is also authorized to adopt a system of market-based declining annual aggregate emission limits for sources or categories of sources that emit GHGs, applicable from January 1, 2012, to December 31, 2020, inclusive. This program is known as the cap-and-trade program.

AB 32 specifies that the statewide GHG emissions limit remains in effect unless otherwise amended or repealed and that it is the Legislature's intent that the emissions limit be used to maintain and continue in GHG emissions reductions beyond 2020.

ARB is also required to make recommendations to the Governor and the Legislature on how to continue GHG emissions reductions beyond 2020.

## Proposed Law:

This bill would direct the ARB to adopt a 2050 GHG emission limit that is equivalent to 80% of the state's 1990 emission levels, as previously calculated for AB 32. The 2050 emissions limit would be required to include short-lived climate pollutants.  
 ARB would be authorized to approve interim GHG emission level targets for 2030 and 2040.

This bill would also add legislative intent language that appropriate agencies adopt complementary policies that ensure long-term GHG emissions and advance job growth and local economic benefits, public health benefits, and innovation in technology and resource management policies.

Staff

Comments: Since the ARB has already established the 1990 emission levels as part of the AB 32 implementation, calculating 80% of this amount to create the 2050 limit as required by this bill would be straightforward. As such, the ARB believes that

SB 32 (Pavley)

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the requirement to adopt a 2050 limit will require minor and absorbable costs.

However, to achieve the new 2050 limit will have significant costs to the state, at least in the tens of millions of dollars, for staff and programs to reduce GHG emissions. ARB notes that their near-term costs will not change as a result of this bill because the ARB has already moved towards a 2050 target in response to executive orders. However, their near-term costs are not yet covered by the current budget baseline as ARB continues to submit budget change proposals for additional activities to reduce GHG emissions, including this year.

While it is not possible to predict how much it will actually cost the state to achieve an 80% reduction in GHG emissions compared to 1990 levels, staff notes that the cost per ton of GHG emissions reduced is expected to increase with time as the relatively simple emissions are generally achieved first. As the emission reductions become more difficult to achieve, implementation costs will increase.

-- END --

# **SB 32: CLIMATE POLLUTION REDUCTION BEYOND 2020 HEALTHIER COMMUNITIES AND A STRONGER ECONOMY**

**AUTHOR: SENATOR FRAN PAVLEY**

**(CO-AUTHORS: SENATORS ALLEN, BEALL, BLOCK, DE LEÓN, HANCOCK, HILL, JACKSON,  
LENO, LIU, MCGUIRE, MONNING, WIECKOWSKI AND WOLK  
ASSEMBLY MEMBERS BLOOM, CRISTINA GARCIA, RENDON, AND MARK STONE)**

## **CONTINUED CLIMATE PROGRESS**

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California's landmark climate law, AB 32 (Núñez-Pavley, 2006) requires a reduction in statewide greenhouse gas pollution to 1990 levels by 2020. Since 2006, the state has reduced nearly 100 million tons of greenhouse gases, equal to the pollution from burning 11 billion gallons of gasoline. California has reduced about half the pollution required to meet the 2020 goal.

In the process of reducing pollution, California has attracted \$27 billion in private investment in clean energy businesses, which now employ hundreds of thousands of people. The state is on track to cut pollution-related health costs by \$8.3 billion in the next decade. California is also ensuring that energy remains affordable. The average residential electrical bill has dropped \$44 since 2006 when adjusted for inflation, and the average Californian spends \$305 less overall on energy each year than the national average.

On April 29th, Governor Brown continued California's climate leadership by setting a midterm target, through executive order, of reducing climate pollution to 40 percent below 1990 levels by 2030.

## **BUSINESSES NEED CERTAINTY**

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The California Air Resources Board (ARB) is authorized under AB 32 to "maintain and continue" greenhouse gas reductions beyond 2020 and recommend implementation strategies to the Legislature. In the Scoping Plan Update issued in May 2014, the ARB identified a number of cost-effective, technologically feasible pathways to emissions reductions required by 2030, 2040 and 2050 to adequately

protect the health, safety and welfare of Californians from the mounting costs of unabated climate change. However, the Legislature has not yet given direction to shape future reduction strategies.

## **TARGET TO MEET THAT NEED**

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Setting clear, achievable climate pollution reduction targets in law and identifying priorities to guide implementation will provide critical accountability, as well as certainty to businesses investing for the long term in California. The state also has an opportunity to build on its first mover advantage as a technology and policy innovation leader as the President, international trading partners such as China and Mexico, and neighboring states, prepare to chart their own pathways to climate progress beyond 2020.

SB 32 sets an enforceable greenhouse gas reduction target of 80 percent below 1990 levels by 2050, the level identified by the international scientific community as necessary to stave off the worst effects of climate change. The measure will also incorporate the Governor's midterm target, to ensure that the state achieves our 2050 goals through the most cost-effective pathway available.

These targets are guided by science, but this bill provides flexibility for the Legislature and responsible agencies to adjust the goal along the way based on changing technological and economic conditions. The legislation also identifies goals to ensure that greenhouse gas reductions advance job creation; public health improvement, especially in disadvantaged

communities; innovation; and policy collaboration beyond our borders.

To achieve its climate goals, California will need to ensure that greenhouse gas targets are integrated with existing complementary policies such as energy efficiency requirements for buildings, appliances and cars, clean power standards, and sustainable land use policies, to maximize the effectiveness of pollution reduction overall.

## **SUPPORT**

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### *Public Health and Medical Groups*

- American Academy of Pediatrics, California
- American Cancer Society Cancer Action Network, California
- American College of Physicians, California Service Chapter
- American Heart Association, California
- American Lung Association, California
- Asthma Coalition of Los Angeles County
- Bay Area AQMD
- Baz Allergy, Asthma and Sinus Center
- Breathe CA
- Bonnie J. Adario Lung Cancer Foundation
- California Black Health Network
- California Conference of Directors of Environmental Health
- California Nurses Association
- California Pan Ethnic Health Network
- California Public Health Association, North California Service Chapter
- California Thoracic Society
- Center for Climate Change and Health
- Central California Asthma Collaborative
- Center for Food Safety
- Circulate San Diego
- Climate Parents

- Department of Public Health, Los Angeles County
- Dignity Health
- Doctors for Climate Health
- Health Care Without Harm
- Medical Advocates for Healthy Air
- Moms Clean Air Force
- Physicians for Social Responsibility, Los Angeles
- Physicians for Social Responsibility, San Francisco Bay Area Chapter
- Public Health Institute
- Regional Asthma Management and Prevention (RAMP)
- San Francisco Asthma Task Force
- Santa Clara County Medical Society
- Sonoma County Asthma Coalition
- South Coast AQMD

### *Business Groups*

- Autodesk
- Bagito
- Biosynthetic Technologies
- Business for Innovative Climate and Energy Policy (BICEP)
- Building Doctors
- California Ski Industry Association
- CERES
- Clean Power Finance
- Climate Ready Solutions LLC
- Communitas Financial Planning
- Distance Learning Consulting
- Eagle Creek
- eBay, Inc
- Ecogate, Inc
- Environmental Entrepreneurs (E2)
- Gap, Inc.
- House Kombucha
- Klean Kanteen

- Levi Strauss & Co
- Los Angeles Business Council
- Mercury Press International
- The North Face
- Patagonia Works
- Power2Sustain
- Progressive Asset Management, Inc.
- Purple Wine & Spirits
- Quest
- RC Cubed, Inc
- Sidel Systems USA
- Silicon Valley Leadership Group
- SmartWool
- Sustainable North Bay
- Symantec Corporation
- Tamalpais NatureWorks
- Waterplanet Alliance

*Labor, Industry, and Transportation Groups*

- Bioenergy Association of California
- Carbon Cycle Institute
- California Energy Efficiency Industry Council
- California Solar Energy Industry Association (CalSEIA)
- California Transit Association
- California Wind Energy Association
- CalSTART
- Communications Workers of America – District 9 (AFL-CIO)
- Coalition for Renewable Natural Gas
- EtaGen
- Large Scale Solar
- NextGen Climate
- Solar Energy Industry Association (SEIA)
- TransForm
- US Green Buildings Council

*Local Governments*

- City of Oxnard

- City of West Hollywood
- County of Ventura, Board of Supervisors

*Agriculture groups*

- American Farmland Trust
- California Climate & Agriculture Network (CalCAN)

*Faith Groups*

- California Interfaith Power & Light
- Catholic Charities, Diocese of Stockton

*Environmental and Public Interest Advocates, and Conservation Groups*

- Audobon
- Azul
- California League of Conservation Voters (CLCV)
- Californians Against Waste
- CalTrout
- Climate Resolve
- Center for Biological Diversity
- Cleveland National Forest Foundation
- Clean Water Action
- Coastal Environmental Rights Foundation
- Endangered Habitats League (EHL)
- Environment California
- Environmental Action Defense Fund (EDF)
- Environmental Action Committee of West Marin
- Friends of the River
- Greenbelt Alliance
- Humane Society
- Land Trust of Santa Cruz County
- League of Women Voters of California
- National Parks Conservation Association
- Natural Resources Defense Council (NRDC)
- ReLeaf

- Sequoia Riverlands Trust
- Sierra Club
- Southwest Wetlands Interpretive Association
- The Nature Conservancy
- Trust for Public Lands
- Union of Concerned Scientists (UCS)

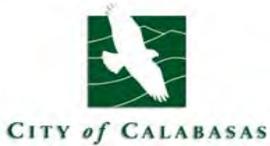
#### *Elected Officials*

- Tom Bates, Berkeley Mayor
- Carmen Ramirez, Mayor pro Tem, Oxnard City
- Linda Parks, Ventura County Supervisor
- Ronald Loveridge, Former Mayor, City of Riverside
- Jared Huffman, US Representative, 2<sup>nd</sup> District
- Mark DeSaulnier, US Representative, 11<sup>th</sup> District
- Judy Chu, US Representative, 32<sup>nd</sup> District
- Ted Lieu, US Representative, 33<sup>rd</sup> District
- Alan Lowenthal, US Representative, 47<sup>th</sup> District

#### *Scientific Community*

- Ray Anderson, Ph.D.
- Kenneth Arrow, Ph.D.
- Bevin Ashenmiller, Ph.D.
- Roger C. Bales, Ph.D.
- Asmeret Asefaw Berhe, Ph.D.
- Hilda Blanco, Ph.D.
- Lewis Branscomb, Ph.D.
- Monika Calef, Ph.D.
- Juliet Christian-Smith, Ph.D.
- Eugene Cordero, Ph.D.
- Helen Cox, Ph.D.
- David DeSante, Ph.D.
- Michael Dettinger, Ph.D.

- Tim Duane, Ph.D.
- Ann Ehrlich, Ph.D.
- Henry Forman, Ph.D.
- Jed Fuhrman, Ph.D.
- Catherine Gautier, Ph.D.
- Alexander Gershenson, Ph.D.
- Gary Griggs, Ph.D.
- Andrew Gunther, Ph.D.
- Andrew Gutierrez, Ph.D.
- Barbara Haya, Ph.D.
- Elizabeth Herbert, Ph.D.
- Karen Holl, Ph.D.
- Edward Huang, Ph.D.
- Louise Jackson, Ph.D.
- Kathleen Johnson, Ph.D.
- Janet Kubler, Ph.D.
- Emilio Laca, Ph.D.
- Sherman Lewis, Ph.D.
- Michael Loik, Ph.D.
- Wade Martin, Ph.D.
- Edwin Maurer, Ph.D.
- Jean Moran, Ph.D.
- Max Moritz, Ph.D.
- Susanne Moser, Ph.D.
- Gretchen North, Ph.D.
- Edward Parson, Ph.D.
- Richard Plevin, Ph.D.
- Peter Schwartz, Ph.D.
- David Smernoff, Ph.D.
- Richard C.J. Somerville, Ph.D.
- Susan Ustin, Ph.D.
- Jasper Vrugt, Ph.D.
- Charlie Zender, Ph.D.



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<b>Administrative Services</b>					
91233	5/6/2015	HYLAND SOFTWARE, INC.	SIRE APPLICATION	3,935.91	Administrative Services
91289	5/13/2015	IPMA	HR MEMBER DUES - 2015	390.00	Administrative Services
91114	4/22/2015	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	304.00	Administrative Services
91042	4/15/2015	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	271.75	Administrative Services
91042	4/15/2015	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	232.82	Administrative Services
91237	5/6/2015	KRDILYAN/ANNIE//	REIMBURSE EDUC EXPS- SPRING 15	222.80	Administrative Services
91228	5/6/2015	CYBERCOPY	COPY/PRINTING SERVICE	197.84	Administrative Services
91114	4/22/2015	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	156.54	Administrative Services
91045	4/16/2015	US BANK	VISA- RECREATION CONNECTION	96.00	Administrative Services
91005	4/15/2015	CYBERCOPY	COPY/PRINTING SERVICE	74.62	Administrative Services
91228	5/6/2015	CYBERCOPY	COPY/PRINTING SERVICE	59.52	Administrative Services
91072	4/22/2015	EXER- MORE THAN URGENT CARE	PRE-EMPLOYMENT PHYSICALS	45.00	Administrative Services
91231	5/6/2015	EXER- MORE THAN URGENT CARE	PRE-EMPLOYMENT PHYSICALS	45.00	Administrative Services
91045	4/16/2015	US BANK	VISA- PARKING CONCEPTS	25.00	Administrative Services
91005	4/15/2015	CYBERCOPY	COPY/PRINTING SERVICE	24.44	Administrative Services
<b>Total Amount for 15 Line Item(s) from Administrative Services</b>				<b>\$6,081.24</b>	
<b>Boards and Commissions</b>					
91045	4/16/2015	US BANK	VISA- BAJA FRESH	74.00	Boards and Commissions
91045	4/16/2015	US BANK	VISA- RALPHS	40.73	Boards and Commissions
91262	5/12/2015	US BANK	VISA- RALPHS	21.07	Boards and Commissions
<b>Total Amount for 3 Line Item(s) from Boards and Commissions</b>				<b>\$135.80</b>	
<b>City Attorney</b>					
91067	4/22/2015	COLANTUONO, HIGHSMITH &	GENERAL SERVICES	16,237.20	City Attorney
91160	4/29/2015	HOPKINS & CARLEY	LEGAL SERVICES	4,516.17	City Attorney
91067	4/22/2015	COLANTUONO, HIGHSMITH &	DRY CANYON LLC	733.00	City Attorney
91067	4/22/2015	COLANTUONO, HIGHSMITH &	LABOR & EMPLOYMENT	100.00	City Attorney
91067	4/22/2015	COLANTUONO, HIGHSMITH &	ASSESSMENTS & PROP 218	25.00	City Attorney
<b>Total Amount for 5 Line Item(s) from City Attorney</b>				<b>\$21,611.37</b>	
<b>City Council</b>					
91062	4/22/2015	CITY OF AGOURA HILLS	COUNCIL OF GOV'T DUES FY 14/15	20,000.00	City Council





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91141	4/29/2015	CALABASAS CHAMBER OF COMMERCE	DONATION- SPECIAL OLYMPICS	2,000.00	City Council
91045	4/16/2015	US BANK	VISA- SUNSHINE FLORIST	592.96	City Council
91045	4/16/2015	US BANK	VISA- CCCA	575.00	City Council
91058	4/22/2015	CALIFORNIA WILDLIFE CENTER	DONATION	500.00	City Council
91049	4/22/2015	AMERICAN CANCER SOCIETY	RELAY FOR LIFE 2015	500.00	City Council
91045	4/16/2015	US BANK	VISA- CORNER BAKERY	372.74	City Council
91041	4/15/2015	VIEWPOINT EDUCATIONAL	ANNUAL GALA	300.00	City Council
91113	4/22/2015	VIEWPOINT EDUCATIONAL	ANNUAL GALA	300.00	City Council
91337	5/13/2015	AMERICAN CANCER SOCIETY	RELAY FOR LIFE 2015- DONATION	250.00	City Council
91334	5/13/2015	WINTER/ANNA//	SCHOLARSHIP AWARD	250.00	City Council
91282	5/13/2015	GIBSON/SKYLAR//	SCHOLARSHIP AWARD	250.00	City Council
91262	5/12/2015	US BANK	VISA- LA PAZ RESTAURANT	218.00	City Council
91045	4/16/2015	US BANK	VISA- CHABAD OF CALABASAS	200.00	City Council
91045	4/16/2015	US BANK	VISA- CALABASAS SELF STORAGE	184.00	City Council
91262	5/12/2015	US BANK	VISA- CALABASAS SELF STORAGE	184.00	City Council
91045	4/16/2015	US BANK	VISA- FRESH BROTHERS	167.09	City Council
91262	5/12/2015	US BANK	VISA- VENDINI TICKETS	150.00	City Council
91238	5/6/2015	LANDS' END BUSINESS OUTFITTERS	BUSINESS ATTIRE W/ LOGO	143.84	City Council
91262	5/12/2015	US BANK	VISA- ROSTI TUSCAN KITCHEN	138.69	City Council
91262	5/12/2015	US BANK	VISA- CALABASAS CHAMBERS	100.00	City Council
91262	5/12/2015	US BANK	VISA- CALABASAS CHAMBERS	100.00	City Council
91262	5/12/2015	US BANK	VISA- CALABASAS CHAMBERS	100.00	City Council
91262	5/12/2015	US BANK	VISA- THE EVENT PARTY	100.00	City Council
91262	5/12/2015	US BANK	VISA- VENDINI TICKETS	75.00	City Council
91262	5/12/2015	US BANK	VISA- VENDINI TICKETS	75.00	City Council
91045	4/16/2015	US BANK	VISA- NWPC	65.00	City Council
91114	4/22/2015	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	53.60	City Council
91045	4/16/2015	US BANK	VISA- LEAGUE CA CITIES	40.00	City Council
91056	4/22/2015	CALABASAS CHAMBER OF COMMERCE	SILENT AUCTION EVENT	40.00	City Council
91140	4/29/2015	CALABASAS CHAMBER OF COMMERCE	SILENT AUCTION EVENT	40.00	City Council
91140	4/29/2015	CALABASAS CHAMBER OF COMMERCE	SILENT AUCTION EVENT	40.00	City Council
91208	4/29/2015	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	26.77	City Council
91056	4/22/2015	CALABASAS CHAMBER OF COMMERCE	CHAMBER BREAKFAST	20.00	City Council
91056	4/22/2015	CALABASAS CHAMBER OF COMMERCE	CHAMBER BREAKFAST	20.00	City Council
91262	5/12/2015	US BANK	VISA- CORNER BAKERY	-26.63	City Council



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<b>Total Amount for 36 Line Item(s) from City Council</b>				<b>\$28,145.06</b>	
<b><u>City Management</u></b>					
91262	5/12/2015	US BANK	VISA- CCCA	575.00	City Management
91136	4/29/2015	BINGHAM/JOHN//	REIMB TRAVEL EXP- SPECIAL OLY	200.00	City Management
91262	5/12/2015	US BANK	VISA- CALABASAS CHAMBERS	200.00	City Management
91045	4/16/2015	US BANK	VISA- CORNER BAKERY	187.47	City Management
91262	5/12/2015	US BANK	VISA- THE EVENT PARTY	100.00	City Management
91114	4/22/2015	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	98.58	City Management
91056	4/22/2015	CALABASAS CHAMBER OF COMMERCE	SILENT AUCTION EVENT	80.00	City Management
91045	4/16/2015	US BANK	VISA- CALABASAS FARMS	53.60	City Management
91045	4/16/2015	US BANK	VISA- KINGS FISH HOUSE	52.76	City Management
91045	4/16/2015	US BANK	VISA- ARCHDIOCESE	32.00	City Management
91045	4/16/2015	US BANK	VISA- CORNER BAKERY	15.37	City Management
<b>Total Amount for 11 Line Item(s) from City Management</b>				<b>\$1,594.78</b>	
<b><u>Civic Center O&amp;M</u></b>					
91252	5/6/2015	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	5,436.85	Civic Center O&M
91252	5/6/2015	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	5,018.64	Civic Center O&M
91258	5/6/2015	WALL BROTHERS CONSTRUCTION INC	CONSTRUCTION SERVICES	4,000.00	Civic Center O&M
91054	4/22/2015	BEST CONTRACTING SERVICES, INC	ROOF REPAIRS	2,595.00	Civic Center O&M
91025	4/15/2015	PRIDE INDUSTRIES	CUSTODIAL SERVICES	1,969.30	Civic Center O&M
91025	4/15/2015	PRIDE INDUSTRIES	CUSTODIAL SERVICES	1,950.86	Civic Center O&M
91110	4/22/2015	TRI-DIM FILTER CORP	HVAC FILTERS	1,174.64	Civic Center O&M
91110	4/22/2015	TRI-DIM FILTER CORP	HVAC FILTERS	1,174.63	Civic Center O&M
91065	4/22/2015	CLIMATEC BUILDING	HVAC SERVICES	899.00	Civic Center O&M
91065	4/22/2015	CLIMATEC BUILDING	HVAC SERVICES	899.00	Civic Center O&M
91043	4/15/2015	WAXIE SANITARY SUPPLY	JANITORIAL SUPPLIES	868.29	Civic Center O&M
90997	4/15/2015	AMTECH ELEVATOR SERVICES	ELEVATOR SERVICES	859.54	Civic Center O&M
91169	4/29/2015	LEDDY POWER SYSTEMS, INC.	GENERATOR REPAIRS	795.00	Civic Center O&M
91043	4/15/2015	WAXIE SANITARY SUPPLY	JANITORIAL SUPPLIES	727.22	Civic Center O&M
91225	5/6/2015	CIRCULATING AIR, INC.	HVAC MAINTENANCE	637.15	Civic Center O&M
91129	4/29/2015	AMTECH ELEVATOR SERVICES	ELEVATOR SERVICES	630.76	Civic Center O&M
91129	4/29/2015	AMTECH ELEVATOR SERVICES	ELEVATOR SERVICES	630.76	Civic Center O&M
91146	4/29/2015	CIRCULATING AIR, INC.	HVAC MAINTENANCE	558.50	Civic Center O&M



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91146	4/29/2015	CIRCULATING AIR, INC.	HVAC MAINTENANCE	558.50	Civic Center O&M
91280	5/13/2015	EMERALD COAST PLANTSCAPES, INC	PLANT MAINTENANCE- APR 2015	500.00	Civic Center O&M
91106	4/22/2015	SOUTHERN CALIFORNIA GAS CO	GAS SERVICE	439.98	Civic Center O&M
91110	4/22/2015	TRI-DIM FILTER CORP	HVAC FILTERS	425.00	Civic Center O&M
91110	4/22/2015	TRI-DIM FILTER CORP	HVAC FILTERS	425.00	Civic Center O&M
91106	4/22/2015	SOUTHERN CALIFORNIA GAS CO	GAS SERVICE	406.14	Civic Center O&M
91280	5/13/2015	EMERALD COAST PLANTSCAPES, INC	PLANT MAINTENANCE- APR 2015	250.00	Civic Center O&M
91146	4/29/2015	CIRCULATING AIR, INC.	HVAC MAINTENANCE	230.50	Civic Center O&M
91193	4/29/2015	SECURAL SECURITY CORP	PATROL CAR SERVICES- CIVIC CTR	212.50	Civic Center O&M
91193	4/29/2015	SECURAL SECURITY CORP	PATROL CAR SERVICES- CIVIC CTR	212.50	Civic Center O&M
91045	4/16/2015	US BANK	VISA- HOME DEPOT	173.89	Civic Center O&M
91045	4/16/2015	US BANK	VISA- HOME DEPOT	173.89	Civic Center O&M
91262	5/12/2015	US BANK	VISA- VISTA PAINT	99.42	Civic Center O&M
91262	5/12/2015	US BANK	VISA- FIRST SECURITY FIRE	95.00	Civic Center O&M
91262	5/12/2015	US BANK	VISA- FIRST SECURITY FIRE	95.00	Civic Center O&M
91045	4/16/2015	US BANK	VISA- MAN-D-TEC	94.47	Civic Center O&M
91045	4/16/2015	US BANK	VISA- IRRIGATION OUTLET	90.99	Civic Center O&M
91262	5/12/2015	US BANK	VISA- HOME DEPOT	68.66	Civic Center O&M
91045	4/16/2015	US BANK	VISA- OFFICE DEPOT	59.94	Civic Center O&M
91262	5/12/2015	US BANK	VISA- SUMMIT APPLIANCE	30.00	Civic Center O&M
91262	5/12/2015	US BANK	VISA- HARBOR FREIGHTS	27.24	Civic Center O&M
91262	5/12/2015	US BANK	VISA- HARBOR FREIGHTS	27.23	Civic Center O&M
91045	4/16/2015	US BANK	VISA- HODGE PRODUCTS	26.50	Civic Center O&M
91045	4/16/2015	US BANK	VISA- HODGE PRODUCTS	26.50	Civic Center O&M
91262	5/12/2015	US BANK	VISA- HOME DEPOT	20.31	Civic Center O&M
91045	4/16/2015	US BANK	VISA- RALPHS	9.80	Civic Center O&M
91262	5/12/2015	US BANK	VISA- HOME DEPOT	9.72	Civic Center O&M
91262	5/12/2015	US BANK	VISA- RALPHS	5.66	Civic Center O&M
91262	5/12/2015	US BANK	VISA- DIY	4.36	Civic Center O&M
91262	5/12/2015	US BANK	VISA- DIY	4.35	Civic Center O&M
<b>Total Amount for 48 Line Item(s) from Civic Center O&amp;M</b>				<b>\$35,628.19</b>	

**Community Development**

91017	4/15/2015	M6 CONSULTING, INC.	PLAN CHECK SERVICES	34,921.60	Community Development
91297	5/13/2015	M6 CONSULTING, INC.	PLAN CHECK SERVICES	26,919.18	Community Development
91246	5/6/2015	RINCON CONSULTANTS INC	ENVIRONMENTAL CONSULTING	12,305.00	Community Development



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91297	5/13/2015	M6 CONSULTING, INC.	INSPECTION SERVICES	10,400.00	Community Development
91017	4/15/2015	M6 CONSULTING, INC.	INSPECTION SERVICES	10,335.00	Community Development
91154	4/29/2015	ENVIRONMENTAL SCIENCE	ENVIRONMENTAL CONSULTING	8,964.08	Community Development
91187	4/29/2015	RINCON CONSULTANTS INC	ENVIRONMENTAL CONSULTING	8,791.00	Community Development
91071	4/22/2015	DAPEER, ROSENBLIT & LITVAK	LEGAL SERVICES	5,741.34	Community Development
91057	4/22/2015	CALABASAS CREST LTD	R.A.P.- MAY 2015	5,518.00	Community Development
91111	4/22/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- OKMIT	5,101.12	Community Development
91230	5/6/2015	EDGESOFT, INC.	SOFTWARE MAINTENANCE	4,000.00	Community Development
91187	4/29/2015	RINCON CONSULTANTS INC	ENVIRONMENTAL CONSULTING	3,916.78	Community Development
91187	4/29/2015	RINCON CONSULTANTS INC	ENVIRONMENTAL CONSULTING	1,545.00	Community Development
91016	4/15/2015	LOS ANGELES LAFCO	REORG FEE- CRAFTSMAN CORNER	850.00	Community Development
91045	4/16/2015	US BANK	VISA- APA	585.00	Community Development
91005	4/15/2015	CYBERCOPY	COPY/PRINTING SERVICE	435.62	Community Development
91206	4/29/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- OKMIT	383.58	Community Development
91071	4/22/2015	DAPEER, ROSENBLIT & LITVAK	LEGAL SERVICES	353.79	Community Development
91187	4/29/2015	RINCON CONSULTANTS INC	ENVIRONMENTAL CONSULTING	288.75	Community Development
91047	4/22/2015	ACORN NEWSPAPER	RECYCLING ADVERTISING	273.21	Community Development
91045	4/16/2015	US BANK	VISA- JET BLUE	261.96	Community Development
91330	5/13/2015	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	217.63	Community Development
91045	4/16/2015	US BANK	VISA- CALBO	215.00	Community Development
91103	4/22/2015	SHAHIR/RAHIM//	R.A.P.- MAY 2015	194.00	Community Development
91118	4/22/2015	YAZDINIAN/SUSAN//	R.A.P.- MAY 2015	194.00	Community Development
91089	4/22/2015	MILES/AUDREY//	R.A.P.- MAY 2015	194.00	Community Development
91069	4/22/2015	CROSBY/ GEORGE//	R.A.P.- MAY 2015	194.00	Community Development
91074	4/22/2015	FLEYSHMAN/ALBERT//	R.A.P.- MAY 2015	194.00	Community Development
91088	4/22/2015	MEDVETSKY/LINA//	R.A.P.- MAY 2015	194.00	Community Development
91079	4/22/2015	HENDERSON/LYN//	R.A.P.- MAY 2015	194.00	Community Development
91259	5/6/2015	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	177.11	Community Development
91208	4/29/2015	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	150.49	Community Development
91045	4/16/2015	US BANK	VISA- OUTBACK FOOTWEAR	139.73	Community Development
91045	4/16/2015	US BANK	VISA- ICC LA CHAPTER	100.00	Community Development
91015	4/15/2015	LOCAL GOVERNMENT PUBLICATIONS	CA LAND USE - 2015 UPDATE	97.43	Community Development
91228	5/6/2015	CYBERCOPY	COPY/PRINTING SERVICE	86.06	Community Development
91149	4/29/2015	CYBERCOPY	COPY/PRINTING SERVICE	84.80	Community Development
91149	4/29/2015	CYBERCOPY	COPY/PRINTING SERVICE	82.30	Community Development
91003	4/15/2015	COUNTY CLERK, CO. OF L.A.	NOE FILING FEE- ORD 2015-323	75.00	Community Development
91045	4/16/2015	US BANK	VISA- IAEI	72.95	Community Development



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91218	5/6/2015	CALABASAS CREST LTD	R.A.P.- MAY 2015	58.00	Community Development
91262	5/12/2015	US BANK	VISA- AMAZON.COM	57.43	Community Development
91228	5/6/2015	CYBERCOPY	COPY/PRINTING SERVICE	55.54	Community Development
91228	5/6/2015	CYBERCOPY	COPY/PRINTING SERVICE	54.88	Community Development
91005	4/15/2015	CYBERCOPY	COPY/PRINTING SERVICE	54.50	Community Development
91262	5/12/2015	US BANK	VISA- GRAINGER	54.28	Community Development
91228	5/6/2015	CYBERCOPY	COPY/PRINTING SERVICE	52.05	Community Development
91228	5/6/2015	CYBERCOPY	COPY/PRINTING SERVICE	46.33	Community Development
91228	5/6/2015	CYBERCOPY	COPY/PRINTING SERVICE	45.73	Community Development
91202	4/29/2015	VALLEY NEWS GROUP	LEGAL ADVERTISING	45.00	Community Development
91202	4/29/2015	VALLEY NEWS GROUP	LEGAL ADVERTISING	45.00	Community Development
91327	5/13/2015	VALLEY NEWS GROUP	LEGAL ADVERTISING	45.00	Community Development
91228	5/6/2015	CYBERCOPY	COPY/PRINTING SERVICE	43.55	Community Development
91228	5/6/2015	CYBERCOPY	COPY/PRINTING SERVICE	43.06	Community Development
91228	5/6/2015	CYBERCOPY	COPY/PRINTING SERVICE	43.06	Community Development
91278	5/13/2015	CYBERCOPY	COPY/PRINTING SERVICE	41.97	Community Development
91045	4/16/2015	US BANK	VISA- SITO A	39.60	Community Development
91005	4/15/2015	CYBERCOPY	COPY/PRINTING SERVICE	36.19	Community Development
91005	4/15/2015	CYBERCOPY	COPY/PRINTING SERVICE	34.34	Community Development
91278	5/13/2015	CYBERCOPY	COPY/PRINTING SERVICE	34.34	Community Development
91294	5/13/2015	L.A. CO. ASSESSOR	MAPS AND POSTAGE	32.45	Community Development
91278	5/13/2015	CYBERCOPY	COPY/PRINTING SERVICE	31.07	Community Development
91045	4/16/2015	US BANK	VISA- AMPCO	19.00	Community Development
<b>Total Amount for 63 Line Item(s) from Community Development</b>				<b>\$145,758.88</b>	

## Community Services

91263	5/13/2015	A RENTAL CONNECTION	EQUIPMENT RENTAL - ARTS FEST	6,391.58	Community Services
91304	5/13/2015	P.S.I.	PLAYGROUND SURFACE REPAIRS	4,875.00	Community Services
91036	4/15/2015	THORNTON/JOHN PAUL//	RECREATION INSTRUCTOR	4,715.90	Community Services
91194	4/29/2015	SECURAL SECURITY CORP	SECURITY- ARTS FEST	4,055.00	Community Services
91195	4/29/2015	SECURAL SECURITY CORP	SECURITY- ARTS FEST	4,055.00	Community Services
91254	5/6/2015	SUPER SOCCER STARS	RECREATION INSTRUCTOR	4,036.90	Community Services
91192	4/29/2015	SCORE SPORTS	T-BALL PROGRAM SUPPLIES	3,864.96	Community Services
91257	5/6/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- SCHL	3,088.49	Community Services
91262	5/12/2015	US BANK	VISA- LIVESCAN	2,000.00	Community Services
91322	5/13/2015	SPORTS N MORE	RECREATION INSTRUCTOR	1,819.30	Community Services



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91104	4/22/2015	SHALEV/ ALINA//	RECREATION INSTRUCTOR	1,724.45	Community Services
91007	4/15/2015	DIAL M PRODUCTIONS	ENTERTAINMENT- EGG HUNT	1,075.00	Community Services
91045	4/16/2015	US BANK	VISA- SMART & FINAL	1,032.01	Community Services
91295	5/13/2015	LAS VIRGENES UNIFIED SCHOOL	FACILITY RENTAL	1,010.00	Community Services
91163	4/29/2015	JACOBS/SAUL//	RECREATION INSTRUCTOR	1,008.00	Community Services
91262	5/12/2015	US BANK	VISA- 805 LIVING MAGAZINE	1,000.00	Community Services
91270	5/13/2015	BARRY KAY ENTERPRISES, INC.	BASKETBALL T-SHIRTS	969.56	Community Services
91252	5/6/2015	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	944.58	Community Services
91026	4/15/2015	R P BARRICADE INC	EQUIPMENT RENTAL- EGG HUNT	877.00	Community Services
91018	4/15/2015	MAGICAL MUSICAL MOMENTS	RECREATION INSTRUCTOR	847.14	Community Services
91250	5/6/2015	SECURAL SECURITY CORP	SUPPLIES- 2-WAY RADIOS	779.00	Community Services
91178	4/29/2015	NESTA STEEL DRUM BRAND	ENTERTAINMENT- ARTS FEST	750.00	Community Services
91126	4/29/2015	ALTURAS MUSIC	ENTERTAINMENT- ARTS FEST	750.00	Community Services
91127	4/29/2015	ALTURAS MUSIC	ENTERTAINMENT- ARTS FEST	750.00	Community Services
91177	4/29/2015	NESTA STEEL DRUM BRAND	ENTERTAINMENT- ARTS FEST	750.00	Community Services
91217	5/6/2015	BARKAN/ARCHIE//	RECREATION INSTRUCTOR	747.60	Community Services
91045	4/16/2015	US BANK	VISA- CALABASAS SELF STORAGE	658.00	Community Services
91262	5/12/2015	US BANK	VISA- CALABASAS SELF STORAGE	658.00	Community Services
91045	4/16/2015	US BANK	VISA- BARCO PRODUCTS	637.66	Community Services
90994	4/15/2015	ACUITY SPECIALTY PRODUCTS, INC	JANITORIAL SUPPLIES	609.87	Community Services
91262	5/12/2015	US BANK	VISA- BARCO PRODUCTS	566.50	Community Services
91011	4/15/2015	GERTENBACH/LYNN//	RECREATION INSTRUCTOR	562.10	Community Services
91212	5/6/2015	ACUITY SPECIALTY PRODUCTS, INC	JANITORIAL SUPPLIES	545.19	Community Services
91095	4/22/2015	PEERLESS BUILDING MAINTENANCE	JANITORIAL SERVICES	486.00	Community Services
91031	4/15/2015	SHOEMAKER/BONNIE//	RECREATION INSTRUCTOR	445.20	Community Services
91209	4/29/2015	WEISS/ARNOLD//	RECREATION INSTRUCTOR	434.00	Community Services
91193	4/29/2015	SECURAL SECURITY CORP	PATROL CAR SERVICES- GATES/GRP	420.00	Community Services
91045	4/16/2015	US BANK	VISA- FEDEX OFFICE	418.18	Community Services
91045	4/16/2015	US BANK	VISA- ORIENTAL TRADING CO	418.00	Community Services
91281	5/13/2015	GESAS/HELAIN W.//	RECREATION INSTRUCTOR	413.00	Community Services
91262	5/12/2015	US BANK	VISA- ADVANCED SIGN & BANNER	405.48	Community Services
91332	5/13/2015	WEBSTER PROMOTIONAL SVCS INC	TABLE COVERS	405.20	Community Services
91262	5/12/2015	US BANK	VISA- ITALIA DELI & BAKE	389.95	Community Services
91032	4/15/2015	SO CA MUNI ATHLETIC FEDERATION	CLASS INSURANCE	365.75	Community Services
91171	4/29/2015	LERMA/ANGEL//	RECREATION INSTRUCTOR	361.20	Community Services
91275	5/13/2015	CANTOR/MARK//	RECREATION INSTRUCTOR	350.00	Community Services
91330	5/13/2015	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	348.69	Community Services



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91023	4/15/2015	OSLER BISHOP & ASSOCIATES	RECREATION INSTRUCTOR	339.50	Community Services
91102	4/22/2015	SECURAL SECURITY CORP	SECURITY- EGG HUNT	336.00	Community Services
91045	4/16/2015	US BANK	VISA- ADVANCED SIGN & BANNER	319.37	Community Services
91279	5/13/2015	DNA ELECTRIC	ELECTRICAL REPAIRS	309.00	Community Services
91034	4/15/2015	SWAN-MCDONALD/DEBORAH//	RECREATION INSTRUCTOR	306.60	Community Services
91262	5/12/2015	US BANK	VISA- HOLLYWOOD MUSEUM	306.00	Community Services
91262	5/12/2015	US BANK	VISA- MARCO PROMOTIONAL	305.48	Community Services
91045	4/16/2015	US BANK	VISA- THE BAKER	302.80	Community Services
91262	5/12/2015	US BANK	VISA- PRINT A SIGN	294.30	Community Services
91083	4/22/2015	LANDSCAPE STRUCTURES INC	MAINTENANCE SUPPLIES	292.27	Community Services
91240	5/6/2015	MONEY MAILER	ADVERTISING- ARTS FEST	290.00	Community Services
91247	5/6/2015	RYMAN/BOB//	RECREATION INSTRUCTOR	280.00	Community Services
91262	5/12/2015	US BANK	VISA- 7 ELEVEN	266.45	Community Services
91045	4/16/2015	US BANK	VISA- 7 ELEVEN	262.63	Community Services
91132	4/29/2015	AT&T	TELEPHONE SERVICE	256.90	Community Services
91262	5/12/2015	US BANK	VISA- LA COUNTY BEACHES	250.00	Community Services
90998	4/15/2015	B & B PLUMBING & HEATING INC.	PLUMBING REPAIRS- GATES CYN	249.64	Community Services
91045	4/16/2015	US BANK	VISA- INT'L ORCHID SHOW	240.00	Community Services
91045	4/16/2015	US BANK	VISA- S&S WORLDWIDE	237.90	Community Services
91045	4/16/2015	US BANK	VISA- TARGET	218.73	Community Services
90994	4/15/2015	ACUITY SPECIALTY PRODUCTS, INC	JANITORIAL SUPPLIES	218.66	Community Services
91045	4/16/2015	US BANK	VISA- VENDINI TICKETS	216.00	Community Services
91262	5/12/2015	US BANK	VISA- MICHAELS PIZZA	215.70	Community Services
91262	5/12/2015	US BANK	VISA- ORIENTAL TRADING CO	212.58	Community Services
91114	4/22/2015	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	203.72	Community Services
91045	4/16/2015	US BANK	VISA- LAC BASKETBALL	200.00	Community Services
91262	5/12/2015	US BANK	VISA- INTERNATIONAL PRINTING	200.00	Community Services
91045	4/16/2015	US BANK	VISA- GELSONS MARKET	199.98	Community Services
91045	4/16/2015	US BANK	VISA- DIY	185.09	Community Services
91248	5/6/2015	SCORE SPORTS	T-BALL PROGRAM SUPPLIES	180.60	Community Services
91262	5/12/2015	US BANK	VISA- GERONTOLOGICAL	180.00	Community Services
91229	5/6/2015	DNA ELECTRIC	ELECTRICAL REPAIRS	175.00	Community Services
91042	4/15/2015	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	174.47	Community Services
91259	5/6/2015	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	174.35	Community Services
91047	4/22/2015	ACORN NEWSPAPER	LEGAL ADVERTISING	174.00	Community Services
91272	5/13/2015	CALIFORNIA PARK & RECREATION	MEMBERSHIP RENEWAL- M. HALL	170.00	Community Services
91262	5/12/2015	US BANK	VISA- BLOOMINGDALE'S	163.50	Community Services



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91262	5/12/2015	US BANK	VISA- PARTY CITY	154.55	Community Services
91262	5/12/2015	US BANK	VISA- UPS STORE	154.24	Community Services
91045	4/16/2015	US BANK	VISA- TRADER JOES	152.38	Community Services
91336	5/13/2015	ZEE MEDICAL SERVICE CO.	FIRST AID KIT SUPPLIES	149.11	Community Services
91045	4/16/2015	US BANK	VISA- PYRAMID PIPE & SUPPLY	130.25	Community Services
91145	4/29/2015	CINTAS FIRST AID & SAFETY	FIRE EXTINGUISHER INSPECTION	128.36	Community Services
91045	4/16/2015	US BANK	VISA- LOVI'S DELI	128.25	Community Services
91262	5/12/2015	US BANK	VISA- DIY	123.75	Community Services
91045	4/16/2015	US BANK	VISA- PARTY CITY	121.39	Community Services
91137	4/29/2015	BLOCK/ILENE//	RECREATION INSTRUCTOR	113.40	Community Services
91265	5/13/2015	ACUITY SPECIALTY PRODUCTS, INC	JANITORIAL SUPPLIES	112.71	Community Services
91102	4/22/2015	SECURAL SECURITY CORP	SECURITY- SPEAKER SRS	112.00	Community Services
91045	4/16/2015	US BANK	VISA- FRESH BROTHERS	111.82	Community Services
91109	4/22/2015	TRI-CO EXTERMINATING CO.	PEST CONTROL SERVICES	100.00	Community Services
90994	4/15/2015	ACUITY SPECIALTY PRODUCTS, INC	JANITORIAL SUPPLIES	98.51	Community Services
91045	4/16/2015	US BANK	VISA- DICKS SPORTS	96.72	Community Services
91045	4/16/2015	US BANK	VISA- SMART & FINAL	96.07	Community Services
91200	4/29/2015	UNITED SITE SERVICES OF CA INC	PORTABLE TOILET RENTAL	86.82	Community Services
91045	4/16/2015	US BANK	VISA- SMART & FINAL	86.08	Community Services
91097	4/22/2015	PORT-A-STOR INC.	STORAGE - LUPIN HILL	85.00	Community Services
91097	4/22/2015	PORT-A-STOR INC.	STORAGE - A E WRIGHT	85.00	Community Services
91307	5/13/2015	PORT-A-STOR INC.	STORAGE - A E WRIGHT	85.00	Community Services
91307	5/13/2015	PORT-A-STOR INC.	STORAGE - LUPIN HILL	85.00	Community Services
91222	5/6/2015	CAYNE/STACIE//	RECREATION INSTRUCTOR	84.00	Community Services
91139	4/29/2015	CAHN/BRETT//	BASKETBALL/OFFICIAL/SCORER	80.00	Community Services
91045	4/16/2015	US BANK	VISA- MICHAELS	78.31	Community Services
91080	4/22/2015	HOUSE SANITARY SUPPLY, INC.	JANITORIAL SUPPLIES	77.94	Community Services
91045	4/16/2015	US BANK	VISA- SPORTS AUTHORITY	77.38	Community Services
91224	5/6/2015	CINTAS FIRST AID & SAFETY	KITCHEN INSPECTION	75.45	Community Services
91161	4/29/2015	HOUSE SANITARY SUPPLY, INC.	JANITORIAL SUPPLIES	74.67	Community Services
91122	4/29/2015	ACUITY SPECIALTY PRODUCTS, INC	JANITORIAL SUPPLIES	72.58	Community Services
91259	5/6/2015	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	71.46	Community Services
91045	4/16/2015	US BANK	VISA- SPORTS CHALET	69.72	Community Services
91132	4/29/2015	AT&T	TELEPHONE SERVICE	67.93	Community Services
91262	5/12/2015	US BANK	VISA- BSN SPORT SUPPLY	67.31	Community Services
91106	4/22/2015	SOUTHERN CALIFORNIA GAS CO	GAS SERVICE	67.26	Community Services
91138	4/29/2015	BROWN/RITA KEELEY//	RECREATION INSTRUCTOR	63.70	Community Services



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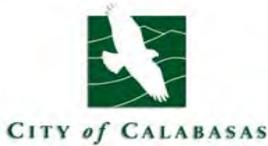
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91114	4/22/2015	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	62.95	Community Services
91045	4/16/2015	US BANK	VISA- CANOGA ELECTRIC SUPPLY	61.04	Community Services
91262	5/12/2015	US BANK	VISA- OFFICE DEPOT	56.28	Community Services
91109	4/22/2015	TRI-CO EXTERMINATING CO.	PEST CONTROL SERVICES	55.00	Community Services
91262	5/12/2015	US BANK	VISA- CANOGA SHEET METAL	49.05	Community Services
91046	4/22/2015	ACCURATE FIRST AID SERVICES	FIRST AID SUPPLIES	44.39	Community Services
91045	4/16/2015	US BANK	VISA- DIY	43.58	Community Services
91053	4/22/2015	AT&T	TELEPHONE SERVICE	41.83	Community Services
91045	4/16/2015	US BANK	VISA- FAR EAST WHOLESALE	40.33	Community Services
91045	4/16/2015	US BANK	VISA- CONSTANT CONTACT	40.00	Community Services
91262	5/12/2015	US BANK	VISA- CONSTANT CONTACT	40.00	Community Services
91045	4/16/2015	US BANK	VISA- FAR EAST WHOLESALE	38.15	Community Services
91006	4/15/2015	DEPARTMENT OF JUSTICE	STAFF FINGERPRINTING APPS	32.00	Community Services
91262	5/12/2015	US BANK	VISA- FRANKLINS HARDWARE	30.48	Community Services
91045	4/16/2015	US BANK	VISA- FRANKLINS HARDWARE	30.47	Community Services
91045	4/16/2015	US BANK	VISA- UNION 76	26.99	Community Services
91045	4/16/2015	US BANK	VISA- MALIBU LAUNDRY	24.25	Community Services
91161	4/29/2015	HOUSE SANITARY SUPPLY, INC.	JANITORIAL SUPPLIES	23.75	Community Services
91109	4/22/2015	TRI-CO EXTERMINATING CO.	PEST CONTROL SERVICES	22.50	Community Services
91199	4/29/2015	TRI-CO EXTERMINATING CO.	PEST CONTROL SERVICES	22.50	Community Services
91045	4/16/2015	US BANK	VISA- PAPER SOURCE	19.62	Community Services
91045	4/16/2015	US BANK	VISA- AGOURA LOCK TECH	18.46	Community Services
91262	5/12/2015	US BANK	VISA- WALMART	14.76	Community Services
91262	5/12/2015	US BANK	VISA- MALIBU LAUNDRY	13.85	Community Services
91045	4/16/2015	US BANK	VISA- ROADSIDE LUMBER	6.60	Community Services
91080	4/22/2015	HOUSE SANITARY SUPPLY, INC.	JANITORIAL SUPPLIES	5.55	Community Services
<b>Total Amount for 147 Line Item(s) from Community Services</b>				<b>\$77,210.16</b>	

**Finance**

91123	4/29/2015	ADP, INC	PAYROLL PROCESSING	3,145.72	Finance
91303	5/13/2015	OPENGOV, INC.	WEB APPLICATION	1,900.00	Finance
91285	5/13/2015	HDL, COREN & CONE INC.	PROPERTY TAX SERVICES	1,250.00	Finance
91266	5/13/2015	ADP, INC	PAYROLL PROCESSING	988.68	Finance
91123	4/29/2015	ADP, INC	PAYROLL PROCESSING	919.92	Finance
91174	4/29/2015	MUNISERVICES, LLC	SALES TAX COLLECTION FEE	608.29	Finance
91241	5/6/2015	MUNISERVICES, LLC	SALES TAX REPORTING SYSTEM	500.00	Finance



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91330	5/13/2015	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	37.55	Finance
91045	4/16/2015	US BANK	VISA- AMAZON.COM	5.81	Finance
<b>Total Amount for 9 Line Item(s) from Finance</b>				<b>\$9,355.97</b>	

## Klubhouse Preschool

91210	5/6/2015	ACCURATE FIRST AID SERVICES	FIRST AID SUPPLIES	1,738.55	Klubhouse Preschool
91045	4/16/2015	US BANK	VISA- DISCOUNT SCHOOL SUPPLY	1,253.67	Klubhouse Preschool
91182	4/29/2015	PARTY ON RENTALS	ENTERTAINMENT RENTALS	1,234.20	Klubhouse Preschool
91095	4/22/2015	PEERLESS BUILDING MAINTENANCE	JANITORIAL SERVICES	1,134.00	Klubhouse Preschool
91045	4/16/2015	US BANK	VISA- COSTCO	912.11	Klubhouse Preschool
91262	5/12/2015	US BANK	VISA- HOME DEPOT	882.67	Klubhouse Preschool
91045	4/16/2015	US BANK	VISA- AQUARIUM OF PACIFIC	830.00	Klubhouse Preschool
91045	4/16/2015	US BANK	VISA- ORIENTAL TRADING CO	720.20	Klubhouse Preschool
91045	4/16/2015	US BANK	VISA- SMART & FINAL	561.21	Klubhouse Preschool
91045	4/16/2015	US BANK	VISA- RHYME UNIVERSITY	513.41	Klubhouse Preschool
91262	5/12/2015	US BANK	VISA- PETSMART	486.95	Klubhouse Preschool
91208	4/29/2015	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	422.28	Klubhouse Preschool
91262	5/12/2015	US BANK	VISA- SMART & FINAL	377.66	Klubhouse Preschool
91262	5/12/2015	US BANK	VISA- SMART & FINAL	361.07	Klubhouse Preschool
91262	5/12/2015	US BANK	VISA- DOTERRA	326.27	Klubhouse Preschool
91145	4/29/2015	CINTAS FIRST AID & SAFETY	FIRE EXTINGUISHER INSPECTION	299.52	Klubhouse Preschool
91262	5/12/2015	US BANK	VISA- TARGET	225.43	Klubhouse Preschool
91080	4/22/2015	HOUSE SANITARY SUPPLY, INC.	JANITORIAL SUPPLIES	181.85	Klubhouse Preschool
91224	5/6/2015	CINTAS FIRST AID & SAFETY	KITCHEN INSPECTION	176.05	Klubhouse Preschool
91161	4/29/2015	HOUSE SANITARY SUPPLY, INC.	JANITORIAL SUPPLIES	174.23	Klubhouse Preschool
91045	4/16/2015	US BANK	VISA- PARTY CITY	171.38	Klubhouse Preschool
91262	5/12/2015	US BANK	VISA- WALMART	166.77	Klubhouse Preschool
91188	4/29/2015	ROSATI FARMS	MILK/YOGURT DELIVERY	161.28	Klubhouse Preschool
91132	4/29/2015	AT&T	TELEPHONE SERVICE	158.51	Klubhouse Preschool
91099	4/22/2015	ROSATI FARMS	MILK/YOGURT DELIVERY	152.88	Klubhouse Preschool
91045	4/16/2015	US BANK	VISA- VONS	151.18	Klubhouse Preschool
91045	4/16/2015	US BANK	VISA- HOME DEPOT	150.24	Klubhouse Preschool
91161	4/29/2015	HOUSE SANITARY SUPPLY, INC.	JANITORIAL SUPPLIES	142.18	Klubhouse Preschool
91262	5/12/2015	US BANK	VISA- PARTY ON RENTAL	135.15	Klubhouse Preschool
91315	5/13/2015	ROSATI FARMS	MILK/YOGURT DELIVERY	134.40	Klubhouse Preschool
91102	4/22/2015	SECURAL SECURITY CORP	SECURITY- SPRING PARTY	112.00	Klubhouse Preschool



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91250	5/6/2015	SECURAL SECURITY CORP	SECURITY- FAMILY PICNIC	112.00	Klubhouse Preschool
91046	4/22/2015	ACCURATE FIRST AID SERVICES	FIRST AID SUPPLIES	103.57	Klubhouse Preschool
91262	5/12/2015	US BANK	VISA- SUPER BIRTHDAY	100.00	Klubhouse Preschool
91131	4/29/2015	ARROWHEAD	WATER SERVICE	87.15	Klubhouse Preschool
91161	4/29/2015	HOUSE SANITARY SUPPLY, INC.	JANITORIAL SUPPLIES	55.41	Klubhouse Preschool
91109	4/22/2015	TRI-CO EXTERMINATING CO.	PEST CONTROL SERVICES	52.50	Klubhouse Preschool
91199	4/29/2015	TRI-CO EXTERMINATING CO.	PEST CONTROL SERVICES	52.50	Klubhouse Preschool
91262	5/12/2015	US BANK	VISA- MICHAELS	43.11	Klubhouse Preschool
91131	4/29/2015	ARROWHEAD	WATER SERVICE	26.93	Klubhouse Preschool
91080	4/22/2015	HOUSE SANITARY SUPPLY, INC.	JANITORIAL SUPPLIES	12.95	Klubhouse Preschool
<b>Total Amount for 41 Line Item(s) from Klubhouse Preschool</b>				<b>\$15,093.42</b>	

## Library

91120	4/29/2015	3M	E-BOOKS	2,809.24	Library
91010	4/15/2015	GALE CENGAGE LEARNING	E-BOOKS	2,381.00	Library
91120	4/29/2015	3M	E-BOOKS	906.44	Library
91309	5/13/2015	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- MAY 15	849.76	Library
91180	4/29/2015	OCLC, INC.	MEMBERSHIP DUES- APR 2015	643.23	Library
91312	5/13/2015	RECORDED BOOKS, LLC	BOOKS ON CD	640.47	Library
91208	4/29/2015	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	527.79	Library
91012	4/15/2015	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	463.49	Library
91296	5/13/2015	LINCOLN NATIONAL LIFE	LIFE & DISABILITY INS- MAY 15	426.71	Library
91269	5/13/2015	BAKER & TAYLOR	BOOKS-LIBRARY	344.34	Library
91269	5/13/2015	BAKER & TAYLOR	BOOKS-LIBRARY	335.96	Library
91135	4/29/2015	BAKER & TAYLOR	BOOKS-LIBRARY	329.11	Library
91135	4/29/2015	BAKER & TAYLOR	BOOKS-LIBRARY	303.68	Library
91045	4/16/2015	US BANK	VISA- ORIENTAL TRADING CO	299.56	Library
91198	4/29/2015	TIME WARNER CABLE	CABLE MODEM- LIBRARY	290.00	Library
91185	4/29/2015	RECORDED BOOKS, LLC	BOOKS ON CD	284.72	Library
91269	5/13/2015	BAKER & TAYLOR	BOOKS-LIBRARY	282.34	Library
91135	4/29/2015	BAKER & TAYLOR	BOOKS-LIBRARY	261.91	Library
91135	4/29/2015	BAKER & TAYLOR	BOOKS-LIBRARY	255.85	Library
91330	5/13/2015	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	227.72	Library
91269	5/13/2015	BAKER & TAYLOR	BOOKS-LIBRARY	208.90	Library
91286	5/13/2015	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	203.13	Library
91162	4/29/2015	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	178.68	Library



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91269	5/13/2015	BAKER & TAYLOR	BOOKS-LIBRARY	175.61	Library
91208	4/29/2015	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	163.30	Library
91132	4/29/2015	AT&T	TELEPHONE SERVICE	156.12	Library
91185	4/29/2015	RECORDED BOOKS, LLC	BOOKS ON CD	152.82	Library
91185	4/29/2015	RECORDED BOOKS, LLC	BOOKS ON CD	133.58	Library
91135	4/29/2015	BAKER & TAYLOR	BOOKS-LIBRARY	132.46	Library
91185	4/29/2015	RECORDED BOOKS, LLC	BOOKS ON CD	126.65	Library
90999	4/15/2015	BASCH SUBSCRIPTIONS INC	MAGAZINE SUBSCRIPTION	120.52	Library
91286	5/13/2015	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	105.87	Library
91262	5/12/2015	US BANK	VISA- SMART & FINAL	101.51	Library
91173	4/29/2015	MIDWEST TAPE	DVD'S-LIBRARY	100.69	Library
91162	4/29/2015	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	97.78	Library
91269	5/13/2015	BAKER & TAYLOR	BOOKS-LIBRARY	96.49	Library
91135	4/29/2015	BAKER & TAYLOR	BOOKS-LIBRARY	91.59	Library
91300	5/13/2015	MIDWEST TAPE	DVD'S-LIBRARY	90.69	Library
91269	5/13/2015	BAKER & TAYLOR	BOOKS-LIBRARY	87.11	Library
91012	4/15/2015	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	85.07	Library
91162	4/29/2015	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	82.64	Library
91162	4/29/2015	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	79.06	Library
91135	4/29/2015	BAKER & TAYLOR	BOOKS-LIBRARY	74.22	Library
91185	4/29/2015	RECORDED BOOKS, LLC	E-BOOKS	69.97	Library
91045	4/16/2015	US BANK	VISA- COSTCO	69.83	Library
91012	4/15/2015	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	67.74	Library
91162	4/29/2015	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	66.26	Library
91135	4/29/2015	BAKER & TAYLOR	BOOKS-LIBRARY	66.12	Library
91269	5/13/2015	BAKER & TAYLOR	BOOKS-LIBRARY	64.83	Library
91027	4/15/2015	RECORDED BOOKS, LLC	E-BOOKS	63.97	Library
91151	4/29/2015	DEMCO, INC.	LIBRARY SUPPLIES	61.50	Library
91300	5/13/2015	MIDWEST TAPE	DVD'S-LIBRARY	57.44	Library
91012	4/15/2015	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	57.42	Library
91312	5/13/2015	RECORDED BOOKS, LLC	E-BOOKS	56.90	Library
91012	4/15/2015	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	56.84	Library
91135	4/29/2015	BAKER & TAYLOR	BOOKS-LIBRARY	54.89	Library
91021	4/15/2015	MIDWEST TAPE	DVD'S-LIBRARY	52.68	Library
91027	4/15/2015	RECORDED BOOKS, LLC	E-BOOKS	50.12	Library
91162	4/29/2015	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	47.29	Library
91027	4/15/2015	RECORDED BOOKS, LLC	BOOKS ON CD	45.34	Library



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91312	5/13/2015	RECORDED BOOKS, LLC	BOOKS ON CD	45.34	Library
91286	5/13/2015	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	42.80	Library
91183	4/29/2015	PENGUIN RANDOM HOUSE, LLC	BOOKS ON CD	38.86	Library
91273	5/13/2015	CANON BUSINESS SOLUTIONS, INC.	COPIER SVC PROGRAM- FTG80700	38.10	Library
91012	4/15/2015	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	37.95	Library
91162	4/29/2015	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	36.78	Library
91185	4/29/2015	RECORDED BOOKS, LLC	E-BOOKS	36.54	Library
91045	4/16/2015	US BANK	VISA- USPS	34.64	Library
91027	4/15/2015	RECORDED BOOKS, LLC	E-BOOKS	30.28	Library
91045	4/16/2015	US BANK	VISA- USPS	29.68	Library
91300	5/13/2015	MIDWEST TAPE	DVD'S-LIBRARY	28.72	Library
91162	4/29/2015	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	28.22	Library
91262	5/12/2015	US BANK	VISA- USPS	28.06	Library
91021	4/15/2015	MIDWEST TAPE	DVD'S-LIBRARY	26.34	Library
91286	5/13/2015	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	23.32	Library
91286	5/13/2015	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	21.65	Library
91135	4/29/2015	BAKER & TAYLOR	BOOKS-LIBRARY	18.26	Library
91027	4/15/2015	RECORDED BOOKS, LLC	E-BOOKS	17.99	Library
91045	4/16/2015	US BANK	VISA- AAA VENTURA COUNTY	17.09	Library
91262	5/12/2015	US BANK	VISA- RALPHS	16.60	Library
91162	4/29/2015	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	16.43	Library
91027	4/15/2015	RECORDED BOOKS, LLC	E-BOOKS	15.99	Library
91135	4/29/2015	BAKER & TAYLOR	BOOKS-LIBRARY	15.83	Library
91269	5/13/2015	BAKER & TAYLOR	BOOKS-LIBRARY	15.59	Library
91269	5/13/2015	BAKER & TAYLOR	BOOKS-LIBRARY	15.59	Library
91262	5/12/2015	US BANK	VISA- USPS	14.96	Library
91269	5/13/2015	BAKER & TAYLOR	BOOKS-LIBRARY	14.64	Library
91269	5/13/2015	BAKER & TAYLOR	BOOKS-LIBRARY	14.30	Library
91269	5/13/2015	BAKER & TAYLOR	BOOKS-LIBRARY	12.23	Library
91185	4/29/2015	RECORDED BOOKS, LLC	E-BOOKS	10.99	Library
91135	4/29/2015	BAKER & TAYLOR	BOOKS-LIBRARY	9.86	Library
91269	5/13/2015	BAKER & TAYLOR	BOOKS-LIBRARY	9.22	Library
<b>Total Amount for 92 Line Item(s) from Library</b>				<b>\$17,479.80</b>	

**LMD #22**

91206	4/29/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	12,367.25	LMD #22
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91206	4/29/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	11,733.42	LMD #22
91201	4/29/2015	VALLEY CREST LANDSCAPE, INC.	LANDSCAPE MAINTENANCE	9,875.00	LMD #22
91206	4/29/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	5,821.84	LMD #22
91134	4/29/2015	AZTECA LANDSCAPE	LANDSCAPE MAINTENANCE	5,405.86	LMD #22
91206	4/29/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	4,787.08	LMD #22
91206	4/29/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	4,529.25	LMD #22
91206	4/29/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	3,911.17	LMD #22
91206	4/29/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	3,758.08	LMD #22
91257	5/6/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	3,047.00	LMD #22
91206	4/29/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	2,904.83	LMD #22
91206	4/29/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	2,227.67	LMD #22
91206	4/29/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	1,894.05	LMD #22
91257	5/6/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	1,838.90	LMD #22
91206	4/29/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	1,511.71	LMD #22
91257	5/6/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	1,506.00	LMD #22
91111	4/22/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	1,501.90	LMD #22
91111	4/22/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	1,490.35	LMD #22
91206	4/29/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	1,412.00	LMD #22
91201	4/29/2015	VALLEY CREST LANDSCAPE, INC.	LANDSCAPE MAINTENANCE	1,385.36	LMD #22
91206	4/29/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	1,295.90	LMD #22
91206	4/29/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	1,217.41	LMD #22
91257	5/6/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	1,131.49	LMD #22
91206	4/29/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	1,025.45	LMD #22
91206	4/29/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	803.05	LMD #22
91206	4/29/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	567.06	LMD #22
91111	4/22/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	546.48	LMD #22
91216	5/6/2015	AZTECA LANDSCAPE	LANDSCAPE MAINTENANCE	490.49	LMD #22
91206	4/29/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	465.52	LMD #22
91252	5/6/2015	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	460.72	LMD #22
91252	5/6/2015	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	442.13	LMD #22
91206	4/29/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	435.62	LMD #22
91201	4/29/2015	VALLEY CREST LANDSCAPE, INC.	LANDSCAPE MAINTENANCE	400.00	LMD #22
91134	4/29/2015	AZTECA LANDSCAPE	LANDSCAPE MAINTENANCE	365.00	LMD #22
91050	4/22/2015	ANDERSONPENNA PARTNERS, INC.	ANNUAL LMD REFORMATION	328.18	LMD #22
91252	5/6/2015	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	318.65	LMD #22
91050	4/22/2015	ANDERSONPENNA PARTNERS, INC.	ANNUAL LMD REFORMATION	288.19	LMD #22
91206	4/29/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	280.00	LMD #22



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91111	4/22/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	278.00	LMD #22
91252	5/6/2015	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	272.04	LMD #22
91050	4/22/2015	ANDERSONPENNA PARTNERS, INC.	ANNUAL LMD REFORMATION	269.37	LMD #22
91206	4/29/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	253.69	LMD #22
91050	4/22/2015	ANDERSONPENNA PARTNERS, INC.	ANNUAL LMD REFORMATION	249.96	LMD #22
91206	4/29/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	231.17	LMD #22
91206	4/29/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	222.63	LMD #22
91257	5/6/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	216.00	LMD #22
91206	4/29/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	178.51	LMD #22
91050	4/22/2015	ANDERSONPENNA PARTNERS, INC.	ANNUAL LMD REFORMATION	157.62	LMD #22
91309	5/13/2015	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- MAY 15	121.52	LMD #22
91050	4/22/2015	ANDERSONPENNA PARTNERS, INC.	ANNUAL LMD REFORMATION	111.16	LMD #22
91050	4/22/2015	ANDERSONPENNA PARTNERS, INC.	ANNUAL LMD REFORMATION	94.10	LMD #22
91206	4/29/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	90.97	LMD #22
91252	5/6/2015	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	83.99	LMD #22
91252	5/6/2015	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	82.12	LMD #22
91296	5/13/2015	LINCOLN NATIONAL LIFE	LIFE & DISABILITY INS- MAY 15	75.96	LMD #22
91050	4/22/2015	ANDERSONPENNA PARTNERS, INC.	ANNUAL LMD REFORMATION	70.57	LMD #22
91206	4/29/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	65.54	LMD #22
91050	4/22/2015	ANDERSONPENNA PARTNERS, INC.	ANNUAL LMD REFORMATION	65.28	LMD #22
91252	5/6/2015	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	54.36	LMD #22
91050	4/22/2015	ANDERSONPENNA PARTNERS, INC.	ANNUAL LMD REFORMATION	52.35	LMD #22
91050	4/22/2015	ANDERSONPENNA PARTNERS, INC.	ANNUAL LMD REFORMATION	38.82	LMD #22
91050	4/22/2015	ANDERSONPENNA PARTNERS, INC.	ANNUAL LMD REFORMATION	21.76	LMD #22
91050	4/22/2015	ANDERSONPENNA PARTNERS, INC.	ANNUAL LMD REFORMATION	20.00	LMD #22
91050	4/22/2015	ANDERSONPENNA PARTNERS, INC.	ANNUAL LMD REFORMATION	10.00	LMD #22
<b>Total Amount for 64 Line Item(s) from LMD #22</b>				<b>\$97,157.55</b>	

**LMD #24**

91203	4/29/2015	VANDERGEEST LANDSCAPE CARE INC	LANDSCAPE MAINTENANCE	4,804.57	LMD #24
91179	4/29/2015	NEWBURY PARK TREE SERVICE INC	TREE TRIMMING/REMOVAL SVCS	1,965.00	LMD #24
91256	5/6/2015	VANDERGEEST LANDSCAPE CARE INC	LANDSCAPE MAINTENANCE	1,056.00	LMD #24
91179	4/29/2015	NEWBURY PARK TREE SERVICE INC	TREE TRIMMING/REMOVAL SVCS	675.00	LMD #24
91256	5/6/2015	VANDERGEEST LANDSCAPE CARE INC	LANDSCAPE MAINTENANCE	567.00	LMD #24
91050	4/22/2015	ANDERSONPENNA PARTNERS, INC.	ANNUAL LMD REFORMATION	551.77	LMD #24
91203	4/29/2015	VANDERGEEST LANDSCAPE CARE INC	LANDSCAPE MAINTENANCE	484.00	LMD #24



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91256	5/6/2015	VANDERGEEST LANDSCAPE CARE INC	LANDSCAPE MAINTENANCE	484.00	LMD #24
91203	4/29/2015	VANDERGEEST LANDSCAPE CARE INC	LANDSCAPE MAINTENANCE	242.00	LMD #24
91252	5/6/2015	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	144.18	LMD #24
91203	4/29/2015	VANDERGEEST LANDSCAPE CARE INC	LANDSCAPE MAINTENANCE	144.00	LMD #24
91309	5/13/2015	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- MAY 15	8.68	LMD #24
91296	5/13/2015	LINCOLN NATIONAL LIFE	LIFE & DISABILITY INS- MAY 15	5.43	LMD #24
<b>Total Amount for 13 Line Item(s) from LMD #24</b>				<b>\$11,131.63</b>	
<b><u>LMD #27</u></b>					
91203	4/29/2015	VANDERGEEST LANDSCAPE CARE INC	LANDSCAPE MAINTENANCE	6,375.00	LMD #27
91203	4/29/2015	VANDERGEEST LANDSCAPE CARE INC	LANDSCAPE MAINTENANCE	1,100.90	LMD #27
91084	4/22/2015	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	279.89	LMD #27
91050	4/22/2015	ANDERSONPENNA PARTNERS, INC.	ANNUAL LMD REFORMATION	181.74	LMD #27
91252	5/6/2015	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	25.94	LMD #27
91309	5/13/2015	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- MAY 15	2.17	LMD #27
91296	5/13/2015	LINCOLN NATIONAL LIFE	LIFE & DISABILITY INS- MAY 15	1.36	LMD #27
<b>Total Amount for 7 Line Item(s) from LMD #27</b>				<b>\$7,967.00</b>	
<b><u>LMD #32</u></b>					
91203	4/29/2015	VANDERGEEST LANDSCAPE CARE INC	LANDSCAPE MAINTENANCE	1,820.16	LMD #32
91252	5/6/2015	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	101.73	LMD #32
91050	4/22/2015	ANDERSONPENNA PARTNERS, INC.	ANNUAL LMD REFORMATION	11.18	LMD #32
91309	5/13/2015	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- MAY 15	2.17	LMD #32
91296	5/13/2015	LINCOLN NATIONAL LIFE	LIFE & DISABILITY INS- MAY 15	1.36	LMD #32
<b>Total Amount for 5 Line Item(s) from LMD #32</b>				<b>\$1,936.60</b>	
<b><u>LMD 22 - Common Benefit Area</u></b>					
91271	5/13/2015	CALABASAS PARK HOMEOWNERS ASSO	ANNUAL SECURITY COSTS REIMB	60,000.00	LMD 22 - Common Benefit Area
91087	4/22/2015	MARINE BIOCHEMISTS OF CA INC	LAKE MAINTENANCE	11,500.00	LMD 22 - Common Benefit Area
91206	4/29/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	9,462.33	LMD 22 - Common Benefit Area
91206	4/29/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	5,612.13	LMD 22 - Common Benefit Area
91235	5/6/2015	JORDAN GILBERT & BAIN	ARCHITECTURAL SERVICES	3,562.52	LMD 22 - Common Benefit Area
91206	4/29/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	3,032.92	LMD 22 - Common Benefit Area
91206	4/29/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	2,380.83	LMD 22 - Common Benefit Area



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91252	5/6/2015	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	1,862.79	LMD 22 - Common Benefit Area
91206	4/29/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	1,841.66	LMD 22 - Common Benefit Area
91239	5/6/2015	MARINE BIOCHEMISTS OF CA INC	LAKE MAINTENANCE	1,192.50	LMD 22 - Common Benefit Area
91206	4/29/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	1,091.93	LMD 22 - Common Benefit Area
91206	4/29/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	684.77	LMD 22 - Common Benefit Area
91206	4/29/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	550.10	LMD 22 - Common Benefit Area
91252	5/6/2015	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	465.77	LMD 22 - Common Benefit Area
91206	4/29/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	454.00	LMD 22 - Common Benefit Area
91206	4/29/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	385.67	LMD 22 - Common Benefit Area
91206	4/29/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	377.67	LMD 22 - Common Benefit Area
91206	4/29/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	369.70	LMD 22 - Common Benefit Area
91206	4/29/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	270.07	LMD 22 - Common Benefit Area
91252	5/6/2015	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	213.94	LMD 22 - Common Benefit Area
91206	4/29/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	123.52	LMD 22 - Common Benefit Area
91206	4/29/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	95.00	LMD 22 - Common Benefit Area
91309	5/13/2015	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- MAY 15	82.46	LMD 22 - Common Benefit Area
91296	5/13/2015	LINCOLN NATIONAL LIFE	LIFE & DISABILITY INS- MAY 15	51.55	LMD 22 - Common Benefit Area
91040	4/15/2015	VERIZON WIRELESS	TELEPHONE SERVICE	39.02	LMD 22 - Common Benefit Area
<b>Total Amount for 25 Line Item(s) from LMD 22 - Common Benefit Area</b>				<b>\$105,702.85</b>	

## Media Operations

91288	5/13/2015	INSIGHT PUBLIC SECTOR	COMPUTER HARDWARE	5,994.00	Media Operations
91035	4/15/2015	TELECOM LAW FIRM, P.C.	TELECOMM CONSULT SVCS	2,836.86	Media Operations
91321	5/13/2015	SOLID WASTE SOLUTIONS, INC	FILM PERMITS/SERVICES	2,220.00	Media Operations
91040	4/15/2015	VERIZON WIRELESS	TELEPHONE SERVICE	2,047.42	Media Operations
91092	4/22/2015	NICKERSON/LAURA//	CTV HOST SERVICES	1,875.00	Media Operations
91064	4/22/2015	CLIENTFIRST CONSULTING GRP LLC	IT CONSULTING SERVICES	1,551.68	Media Operations
91268	5/13/2015	AT&T	TELEPHONE SERVICE	1,096.21	Media Operations
91045	4/16/2015	US BANK	VISA- COURTYARD MARRIOT	958.50	Media Operations
91320	5/13/2015	SHI INTERNATIONAL CORP	SEAGATE ENTERPRISE	839.15	Media Operations
91159	4/29/2015	GRANICUS INC.	WEB ARCHIVING SERVICE	750.00	Media Operations
91159	4/29/2015	GRANICUS INC.	WEB ARCHIVING SERVICE	750.00	Media Operations
91035	4/15/2015	TELECOM LAW FIRM, P.C.	TELECOMM CONSULT SVCS	704.62	Media Operations
91262	5/12/2015	US BANK	VISA- AMAZON.COM	598.61	Media Operations
91301	5/13/2015	NATIONAL CAPTIONING INSTITUTE	CLOSED CAPTIONING SVCS	588.00	Media Operations
91288	5/13/2015	INSIGHT PUBLIC SECTOR	COMPUTER HARDWARE	543.16	Media Operations



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91305	5/13/2015	PEREIRA/PABLO//	CTV HOST-SPOTLIGHT CALABASAS	500.00	Media Operations
91164	4/29/2015	KEY INFORMATION SYSTEMS, INC.	T-1 LINE MONTHLY FEE	484.53	Media Operations
91262	5/12/2015	US BANK	VISA- SCAN NATOA	470.00	Media Operations
91045	4/16/2015	US BANK	VISA- GOTOCITRIX.COM	468.00	Media Operations
91299	5/13/2015	MEGAPATH CORPORATION	DSL SERVICE	443.65	Media Operations
91033	4/15/2015	SOLID WASTE SOLUTIONS, INC	FILM PERMITS/SERVICES	435.00	Media Operations
91108	4/22/2015	TIME WARNER CABLE	CABLE MODEM- CITY HALL	375.00	Media Operations
91045	4/16/2015	US BANK	VISA- AMAZON.COM	353.87	Media Operations
91324	5/13/2015	TIME WARNER CABLE	CABLE MODEM- CITY HALL	334.96	Media Operations
91045	4/16/2015	US BANK	VISA- B & H PHOTO	284.66	Media Operations
91198	4/29/2015	TIME WARNER CABLE	CABLE MODEM- CITY HALL	198.63	Media Operations
91330	5/13/2015	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	130.58	Media Operations
91198	4/29/2015	TIME WARNER CABLE	CABLE MODEM- CITY HALL	98.24	Media Operations
91037	4/15/2015	TRIBUNE MEDIA SERVICES, LLC	CTV GUIDE LISTING	91.32	Media Operations
91325	5/13/2015	TRIBUNE MEDIA SERVICES, LLC	CTV GUIDE LISTING	91.32	Media Operations
91045	4/16/2015	US BANK	VISA- DUDA MOBILE	86.40	Media Operations
90993	4/15/2015	ACORN NEWSPAPER	CTV ADVERTISING	60.00	Media Operations
90993	4/15/2015	ACORN NEWSPAPER	CTV ADVERTISING	60.00	Media Operations
90993	4/15/2015	ACORN NEWSPAPER	CTV ADVERTISING	60.00	Media Operations
90993	4/15/2015	ACORN NEWSPAPER	CTV ADVERTISING	60.00	Media Operations
91262	5/12/2015	US BANK	VISA- VIMEO PLUS	59.95	Media Operations
91045	4/16/2015	US BANK	VISA- GOTOMYPC.COM	50.85	Media Operations
91262	5/12/2015	US BANK	VISA- GOTOMYPC.COM	50.85	Media Operations
91133	4/29/2015	AT&T MOBILITY	TELEPHONE SERVICE	46.27	Media Operations
91262	5/12/2015	US BANK	VISA- FRY'S ELECTRONICS	40.31	Media Operations
91045	4/16/2015	US BANK	VISA- ADOBE SYSTEMS	29.99	Media Operations
91262	5/12/2015	US BANK	VISA- ADOBE SYSTEMS	29.99	Media Operations
91262	5/12/2015	US BANK	VISA- FRY'S ELECTRONICS	22.19	Media Operations
91045	4/16/2015	US BANK	VISA- AOL SERVICE	20.99	Media Operations
91262	5/12/2015	US BANK	VISA- AOL SERVICE	20.99	Media Operations
91158	4/29/2015	GORGIN/KARLO//	REIMB-FUEL FOR VEHICLE	3.00	Media Operations
91262	5/12/2015	US BANK	VISA- GOTOCITRIX.COM	-234.71	Media Operations
<b>Total Amount for 47 Line Item(s) from Media Operations</b>				<b>\$28,580.04</b>	

**Non-Departmental**

91302	5/13/2015	NEOFUNDS BY NEOPOST	POSTAGE	3,044.38	Non-Departmental
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91176	4/29/2015	NEOFUNDS BY NEOPOST	POSTAGE	3,000.00	Non-Departmental
91193	4/29/2015	SECURAL SECURITY CORP	PARKING ENFORCEMENT	2,775.00	Non-Departmental
91013	4/15/2015	IRON MOUNTAIN	STORAGE SERVICES	2,075.78	Non-Departmental
91290	5/13/2015	IRON MOUNTAIN	STORAGE SERVICES	2,064.91	Non-Departmental
91142	4/29/2015	CANON BUSINESS SOLUTIONS, INC.	COPIER SVC PROGRAM- GQM11196	1,971.75	Non-Departmental
91262	5/12/2015	US BANK	VISA- STORAGE ETC	1,960.00	Non-Departmental
91045	4/16/2015	US BANK	VISA- STORAGE ETC	1,925.00	Non-Departmental
91096	4/22/2015	PMC	HOUSING REHAB SERVICES	1,781.25	Non-Departmental
91274	5/13/2015	CANON FINANCIAL SERVICES INC	CANON COPIER LEASES	1,761.18	Non-Departmental
91219	5/6/2015	CANON BUSINESS SOLUTIONS, INC.	COPIER SVC PROGRAM- CBB/MEQ	957.38	Non-Departmental
91330	5/13/2015	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	796.06	Non-Departmental
91045	4/16/2015	US BANK	VISA- COSTCO	614.70	Non-Departmental
91219	5/6/2015	CANON BUSINESS SOLUTIONS, INC.	COPIER SVC PROGRAM- GPQ10817	551.41	Non-Departmental
91220	5/6/2015	CANON FINANCIAL SERVICES INC	CANON COPIER LEASES	518.19	Non-Departmental
91259	5/6/2015	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	479.71	Non-Departmental
91273	5/13/2015	CANON BUSINESS SOLUTIONS, INC.	COPIER SVC PROGRAM- GQM11196	456.86	Non-Departmental
91045	4/16/2015	US BANK	VISA- COSTCO	404.32	Non-Departmental
91001	4/15/2015	CANON BUSINESS SOLUTIONS, INC.	COPIER SVC PROGRAM- TQH05599	330.00	Non-Departmental
91262	5/12/2015	US BANK	VISA- COSTCO	323.79	Non-Departmental
91214	5/6/2015	ARROWHEAD	WATER SERVICE	299.37	Non-Departmental
91045	4/16/2015	US BANK	VISA- COFFEE WHOLESAL USA	275.14	Non-Departmental
91262	5/12/2015	US BANK	VISA- COFFEE WHOLESAL USA	255.41	Non-Departmental
91273	5/13/2015	CANON BUSINESS SOLUTIONS, INC.	COPIER SVC PROGRAM- TQH05599	219.35	Non-Departmental
91045	4/16/2015	US BANK	VISA- COFFEE WHOLESAL USA	200.22	Non-Departmental
91273	5/13/2015	CANON BUSINESS SOLUTIONS, INC.	COPIER SVC PROGRAM- TQH05599	199.99	Non-Departmental
91155	4/29/2015	FEDERAL EXPRESS CORP.	COURIER SERVICE	186.60	Non-Departmental
91262	5/12/2015	US BANK	VISA- 1800FLOWERS	161.30	Non-Departmental
91330	5/13/2015	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	158.40	Non-Departmental
91273	5/13/2015	CANON BUSINESS SOLUTIONS, INC.	COPIER SVC PROGRAM- CBB/MEQ	149.04	Non-Departmental
91001	4/15/2015	CANON BUSINESS SOLUTIONS, INC.	COPIER MAINTENANCE SUPPLIES	136.25	Non-Departmental
91045	4/16/2015	US BANK	VISA- AMAZON.COM	122.22	Non-Departmental
91262	5/12/2015	US BANK	VISA- KEURIG	88.32	Non-Departmental
91155	4/29/2015	FEDERAL EXPRESS CORP.	COURIER SERVICE	21.81	Non-Departmental
91262	5/12/2015	US BANK	VISA- RALPHS	19.27	Non-Departmental
91208	4/29/2015	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	18.39	Non-Departmental



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<b>Total Amount for 36 Line Item(s) from Non-Departmental</b>				<b>\$30,302.75</b>	
<b><u>Payroll</u></b>					
91309	5/13/2015	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- MAY 15	9,357.48	Payroll
91296	5/13/2015	LINCOLN NATIONAL LIFE	LIFE & DISABILITY INS- MAY 15	4,787.06	Payroll
91243	5/6/2015	P&A ADMINISTRATIVE SVCS INC	FSA MONTHLY ADMIN FEE- MAY 15	72.00	Payroll
<b>Total Amount for 3 Line Item(s) from Payroll</b>				<b>\$14,216.54</b>	
<b><u>Police / Fire / Safety</u></b>					
91167	4/29/2015	L.A. CO. SHERIFF'S DEPT.	SHERIFF SVCS- MAR 2015	338,486.48	Police / Fire / Safety
91167	4/29/2015	L.A. CO. SHERIFF'S DEPT.	SHERIFF SVCS- MAR 2015	14,652.03	Police / Fire / Safety
91167	4/29/2015	L.A. CO. SHERIFF'S DEPT.	SHERIFF SVCS- STAR PROGRAM	4,511.17	Police / Fire / Safety
91166	4/29/2015	L.A. CO. DEPT. OF ANIMAL CARE	ANIMAL HOUSING SVCS- MAR 2015	1,938.12	Police / Fire / Safety
91167	4/29/2015	L.A. CO. SHERIFF'S DEPT.	SHERIFF SVCS- THE OAKS	1,777.68	Police / Fire / Safety
91167	4/29/2015	L.A. CO. SHERIFF'S DEPT.	SHERIFF SVCS- VIEWPOINT	1,707.53	Police / Fire / Safety
91167	4/29/2015	L.A. CO. SHERIFF'S DEPT.	SHERIFF SVCS- PARK EST	927.49	Police / Fire / Safety
<b>Total Amount for 7 Line Item(s) from Police / Fire / Safety</b>				<b>\$364,000.50</b>	
<b><u>Public Safety &amp; Emergency Preparedness</u></b>					
91262	5/12/2015	US BANK	VISA- AED SUPERSTORE	2,175.55	Public Safety & Emergency Preparedness
91045	4/16/2015	US BANK	VISA- AED SUPERSTORE	434.00	Public Safety & Emergency Preparedness
91306	5/13/2015	PHOTO-SCAN OF LOS ANGELES, INC	SECURITY SOFTWARE	230.00	Public Safety & Emergency Preparedness
91045	4/16/2015	US BANK	VISA- MACKAY COMMUNICATIONS	215.22	Public Safety & Emergency Preparedness
91262	5/12/2015	US BANK	VISA- MACKAY COMMUNICATIONS	215.22	Public Safety & Emergency Preparedness
91045	4/16/2015	US BANK	VISA- HOSTGATOR.COM	38.85	Public Safety & Emergency Preparedness
91045	4/16/2015	US BANK	VISA- AMATUER ELECTRONICS	34.94	Public Safety & Emergency Preparedness
91045	4/16/2015	US BANK	VISA- XELL TELECOM	33.58	Public Safety & Emergency Preparedness
91262	5/12/2015	US BANK	VISA- RALPHS	29.02	Public Safety & Emergency Preparedness
91262	5/12/2015	US BANK	VISA- RADIO SHACK	27.75	Public Safety & Emergency Preparedness
<b>Total Amount for 10 Line Item(s) from Public Safety &amp; Emergency Preparedness</b>				<b>\$3,434.13</b>	

**Public Works**



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91311	5/13/2015	RBF CONSULTING	WATERSHED CONSULTING	15,887.62	Public Works
91206	4/29/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- PARKS	15,555.13	Public Works
91203	4/29/2015	VANDERGEEST LANDSCAPE CARE INC	LANDSCAPE MAINTENANCE	7,386.89	Public Works
91098	4/22/2015	RBF CONSULTING	WATERSHED CONSULTING	7,176.36	Public Works
91002	4/15/2015	CLEANSTREET INC	MONTHLY SVC - STREET SWEEPING	6,733.08	Public Works
91277	5/13/2015	CLEANSTREET INC	MONTHLY SVC - STREET SWEEPING	6,733.08	Public Works
91323	5/13/2015	SUSTAINABLE SOLUTIONS SERVICES	STREET SIGN MEDIAN PROJECT	5,000.00	Public Works
91117	4/22/2015	WILLDAN ASSOCIATES INC.	GRADING & HYDROLOGY REVIEW	4,632.50	Public Works
91014	4/15/2015	ISSAKHANI/MARINA//	ENVIRONMENTAL CONSULTING	4,200.00	Public Works
91063	4/22/2015	CITY OF LOS ANGELES- PW	SM BAY BEACHES TMDL MONITORING	3,631.93	Public Works
91117	4/22/2015	WILLDAN ASSOCIATES INC.	GRADING & HYDROLOGY REVIEW	3,500.00	Public Works
91128	4/29/2015	AMERICAN RENT ALL	RENTAL EQUIP- EARTH DAY	3,267.29	Public Works
91201	4/29/2015	VALLEY CREST LANDSCAPE, INC.	LANDSCAPE MAINTENANCE	2,349.69	Public Works
91206	4/29/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- PARKS	2,328.73	Public Works
91261	5/6/2015	WILHELM/RICHARD//	FIELD INVESTIGTN/DRAFTING SVCS	1,760.00	Public Works
91039	4/15/2015	VARELA/ADRIAN//	INSPECTION SERVICES	1,440.00	Public Works
91204	4/29/2015	VARELA/ADRIAN//	INSPECTION SERVICES	1,440.00	Public Works
91328	5/13/2015	VARELA/ADRIAN//	INSPECTION SERVICES	1,440.00	Public Works
91147	4/29/2015	COUNTY OF LOS ANGELES	CONTRACT SERVICES	1,439.27	Public Works
91111	4/22/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- PARKS	1,417.20	Public Works
91030	4/15/2015	SALGUERO/BRYAN//	CONSULTING SERVICES	1,310.00	Public Works
91257	5/6/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- CIP	1,208.00	Public Works
91242	5/6/2015	ORTIZ/JOEL//	CONSULTING SERVICES	1,179.16	Public Works
91181	4/29/2015	ORTIZ/JOEL//	CONSULTING SERVICES	1,120.00	Public Works
91316	5/13/2015	SALGUERO/BRYAN//	CONSULTING SERVICES	1,120.00	Public Works
91184	4/29/2015	QUESTA ENGINEERING CORP.	LV CREEK RESTORATION PROJ	1,023.91	Public Works
91333	5/13/2015	WESTERN HIGHWAY PRODUCTS, INC.	TRAFFIC SIGNS	1,022.80	Public Works
91308	5/13/2015	PRECISION CONCRETE CUTTING	STREET REPAIRS	1,015.88	Public Works
91189	4/29/2015	SALGUERO/BRYAN//	CONSULTING SERVICES	980.00	Public Works
91165	4/29/2015	KOA CORPORATION	CALABASAS ON-CALL SVCS	686.00	Public Works
91117	4/22/2015	WILLDAN ASSOCIATES INC.	GRADING & DRAINAGE REVIEW	650.00	Public Works
91206	4/29/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- PARKS	642.32	Public Works
91190	4/29/2015	SANDERS HYDRO SOLUTIONS	PRESSURE WASHING	600.00	Public Works
91111	4/22/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- PARKS	598.50	Public Works
91203	4/29/2015	VANDERGEEST LANDSCAPE CARE INC	LANDSCAPE MAINTENANCE	567.00	Public Works
91310	5/13/2015	RAINBOW SIGNS INC	BANNERS/SIGNS	530.65	Public Works
91045	4/16/2015	US BANK	VISA- HOME DEPOT	521.12	Public Works



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91262	5/12/2015	US BANK	VISA- APWA	488.85	Public Works
91203	4/29/2015	VANDERGEEST LANDSCAPE CARE INC	LANDSCAPE MAINTENANCE	440.00	Public Works
91203	4/29/2015	VANDERGEEST LANDSCAPE CARE INC	LANDSCAPE MAINTENANCE	440.00	Public Works
91117	4/22/2015	WILLDAN ASSOCIATES INC.	PUBLIC WORKS SERVICES	437.50	Public Works
91165	4/29/2015	KOA CORPORATION	CALABASAS ON-CALL SVCS	408.00	Public Works
91190	4/29/2015	SANDERS HYDRO SOLUTIONS	GRAFITTI REMOVAL	400.00	Public Works
91121	4/29/2015	ACCURATE BACKFLOW TESTING	REPAIR-BACKFLOW DEVICE	391.00	Public Works
91084	4/22/2015	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	355.93	Public Works
91206	4/29/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- PARKS	300.00	Public Works
91009	4/15/2015	FEDERAL PUBLISHING	2015 OSHA COMPLIANCE JOURNAL	298.50	Public Works
91047	4/22/2015	ACORN NEWSPAPER	ARBOR DAY ADVERTISING	292.73	Public Works
91130	4/29/2015	ARC DOCUMENT SOLUTIONS, LLC	COPY/PRINTING SERVICE	291.42	Public Works
91111	4/22/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- PARKS	285.48	Public Works
91206	4/29/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- PARKS	277.00	Public Works
91047	4/22/2015	ACORN NEWSPAPER	RECYCLING ADVERTISING	273.21	Public Works
91047	4/22/2015	ACORN NEWSPAPER	RECYCLING ADVERTISING	273.21	Public Works
91045	4/16/2015	US BANK	VISA- ALBERTSONS	254.12	Public Works
91262	5/12/2015	US BANK	VISA- APWA	244.46	Public Works
91203	4/29/2015	VANDERGEEST LANDSCAPE CARE INC	LANDSCAPE MAINTENANCE	240.00	Public Works
91091	4/22/2015	NEWBURY PARK TREE SERVICE INC	TREE TRIMMING/REMOVAL SVCS	230.00	Public Works
91061	4/22/2015	CHAN/BENJAMIN//	REIMBURSEMENT OF LICENSE FEE	230.00	Public Works
91227	5/6/2015	COUNTY OF LOS ANGELES	CONTRACT SERVICES	229.42	Public Works
91084	4/22/2015	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	216.76	Public Works
91252	5/6/2015	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	197.93	Public Works
91203	4/29/2015	VANDERGEEST LANDSCAPE CARE INC	LANDSCAPE MAINTENANCE	186.00	Public Works
91257	5/6/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- PARKS	180.95	Public Works
91044	4/15/2015	WILLDAN ASSOCIATES INC.	PUBLIC WORKS SERVICES	175.00	Public Works
91081	4/22/2015	KOA CORPORATION	CALABASAS ON-CALL SVCS	166.00	Public Works
91257	5/6/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- PARKS	158.10	Public Works
91150	4/29/2015	DARABEDIAN/MEGHEDI//	CONSULTING SERVICES	156.00	Public Works
91168	4/29/2015	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	155.07	Public Works
91262	5/12/2015	US BANK	VISA- HOME DEPOT	150.67	Public Works
91206	4/29/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- PARKS	147.55	Public Works
91206	4/29/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- PARKS	147.55	Public Works
91045	4/16/2015	US BANK	VISA- GRAINGER	141.89	Public Works
91042	4/15/2015	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	140.63	Public Works
91150	4/29/2015	DARABEDIAN/MEGHEDI//	CONSULTING SERVICES	132.00	Public Works



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91150	4/29/2015	DARABEDIAN/MEGHEDI//	CONSULTING SERVICES	132.00	Public Works
91150	4/29/2015	DARABEDIAN/MEGHEDI//	CONSULTING SERVICES	132.00	Public Works
91045	4/16/2015	US BANK	VISA- LOVI'S DELI	130.14	Public Works
91045	4/16/2015	US BANK	VISA- HD SUPPLY	126.84	Public Works
91262	5/12/2015	US BANK	VISA- APWA	122.23	Public Works
91044	4/15/2015	WILLDAN ASSOCIATES INC.	GRADING & DRAINAGE REVIEW	87.50	Public Works
91004	4/15/2015	COUNTY SANITATION DISTRICT	REFUSE FEES- MAR 2015	83.30	Public Works
91073	4/22/2015	FARASSATI/ALEX//	REIMB-EARTH DAY SUPPLIES	78.27	Public Works
91326	5/13/2015	UNDERGROUND SERVICE ALERT	MONTHLY MEMBERSHIP FEE	72.00	Public Works
91038	4/15/2015	UNDERGROUND SERVICE ALERT	MONTHLY MEMBERSHIP FEE	67.50	Public Works
91170	4/29/2015	LEGACY AWARDS	ENVIRONMENTAL COMSN PLAQUE	65.40	Public Works
91262	5/12/2015	US BANK	VISA- APWA	65.00	Public Works
91051	4/22/2015	ARC DOCUMENT SOLUTIONS, LLC	COPY/PRINTING SERVICE	45.40	Public Works
91040	4/15/2015	VERIZON WIRELESS	TELEPHONE SERVICE	38.01	Public Works
91045	4/16/2015	US BANK	VISA- APWA	30.00	Public Works
91045	4/16/2015	US BANK	VISA- JOANN STORE	26.02	Public Works
<b>Total Amount for 90 Line Item(s) from Public Works</b>				<b>\$122,928.65</b>	

**Recoverable / Refund / Liability**

91028	4/15/2015	RONDELL OASIS LLC	REFUND PLANNING PERMIT	7,164.00	Recoverable / Refund / Liability
91152	4/29/2015	DEPARTMENT OF CONSERVATION	1ST QUARTER 2015 SMIP FEE	7,144.03	Recoverable / Refund / Liability
91093	4/22/2015	P&A ADMINISTRATIVE SVCS INC	FSA-MEDICAL CARE REIMBURSEMENT	1,941.20	Recoverable / Refund / Liability
91000	4/15/2015	CALIFORNIA BUILDING STANDARDS	1ST QTR 2015 GREEN BLDG	1,232.10	Recoverable / Refund / Liability
91093	4/22/2015	P&A ADMINISTRATIVE SVCS INC	FSA-MEDICAL CARE REIMBURSEMENT	1,100.11	Recoverable / Refund / Liability
91243	5/6/2015	P&A ADMINISTRATIVE SVCS INC	FSA-MEDICAL CARE REIMBURSEMENT	438.41	Recoverable / Refund / Liability
91093	4/22/2015	P&A ADMINISTRATIVE SVCS INC	FSA-MEDICAL CARE REIMBURSEMENT	332.44	Recoverable / Refund / Liability
91197	4/29/2015	SULLIVAN/HEATHER//	RECREATION REFUND	282.00	Recoverable / Refund / Liability
91077	4/22/2015	GRIFFIN/KEVIN//	REFUND- ARTS FEST BOOTH	275.00	Recoverable / Refund / Liability
91243	5/6/2015	P&A ADMINISTRATIVE SVCS INC	FSA-MEDICAL CARE REIMBURSEMENT	267.15	Recoverable / Refund / Liability
91093	4/22/2015	P&A ADMINISTRATIVE SVCS INC	FSA-MEDICAL CARE REIMBURSEMENT	239.44	Recoverable / Refund / Liability
91243	5/6/2015	P&A ADMINISTRATIVE SVCS INC	FSA-MEDICAL CARE REIMBURSEMENT	239.44	Recoverable / Refund / Liability
91156	4/29/2015	FRANCHISE TAX BOARD	WAGE GARNISHMENT- 4/17/15	184.62	Recoverable / Refund / Liability
91232	5/6/2015	FRANCHISE TAX BOARD	WAGE GARNISHMENT- 5/1/15	184.62	Recoverable / Refund / Liability
91090	4/22/2015	MONTGOMERY/KINGSTON//	RECREATION REFUND	105.00	Recoverable / Refund / Liability
91090	4/22/2015	MONTGOMERY/KINGSTON//	RECREATION REFUND	105.00	Recoverable / Refund / Liability
91076	4/22/2015	GENTRY/MEEGAN//	RECREATION REFUND	105.00	Recoverable / Refund / Liability



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91066	4/22/2015	CO/JULIE//	RECREATION REFUND	100.00	Recoverable / Refund / Liability
91070	4/22/2015	DALEY/JOHN//	RECREATION REFUND	100.00	Recoverable / Refund / Liability
91094	4/22/2015	PAYNE/TINA//	RECREATION REFUND	100.00	Recoverable / Refund / Liability
91052	4/22/2015	ARIAN/EYAL//	RECREATION REFUND	100.00	Recoverable / Refund / Liability
91085	4/22/2015	LEDIS/ANNE//	RECREATION REFUND	100.00	Recoverable / Refund / Liability
91207	4/29/2015	VERENGO, INC.	REFUND BUILDING PERMIT	62.00	Recoverable / Refund / Liability
91157	4/29/2015	FRANCHISE TAX BOARD	WAGE GARNISHMENT- 4/17/15	54.83	Recoverable / Refund / Liability
91249	5/6/2015	SEABURY/CATHERINE//	RECREATION REFUND	50.00	Recoverable / Refund / Liability
90995	4/15/2015	ALBRECHT/EDWARD//	RECREATION REFUND	48.00	Recoverable / Refund / Liability
91196	4/29/2015	STATE DISBURSMENT	WAGE GARNISHMENT- 4/17/15	46.15	Recoverable / Refund / Liability
91253	5/6/2015	STATE DISBURSMENT	WAGE GARNISHMENT- 5/1/15	46.15	Recoverable / Refund / Liability
91093	4/22/2015	P&A ADMINISTRATIVE SVCS INC	FSA-MEDICAL CARE REIMBURSEMENT	46.14	Recoverable / Refund / Liability
91116	4/22/2015	WILDMAN/SIMONA//	REFUND- SPEAKER SRS	40.00	Recoverable / Refund / Liability
91284	5/13/2015	GROFSKY/LOURY//	RECREATION REFUND	30.00	Recoverable / Refund / Liability
91318	5/13/2015	SEGAL/ELLEN//	RECREATION REFUND	30.00	Recoverable / Refund / Liability
91317	5/13/2015	SANDERSON/IRIS//	RECREATION REFUND	30.00	Recoverable / Refund / Liability
91314	5/13/2015	ROLLINS/BARBARA//	RECREATION REFUND	30.00	Recoverable / Refund / Liability
91319	5/13/2015	SHERRY/SHELLEY//	RECREATION REFUND	30.00	Recoverable / Refund / Liability
91313	5/13/2015	RICHARD/GENIA//	RECREATION REFUND	30.00	Recoverable / Refund / Liability
91291	5/13/2015	KENNEY/DORIS//	RECREATION REFUND	30.00	Recoverable / Refund / Liability
91100	4/22/2015	ROSENBLATT/MARALYN//	RECREATION REFUND	20.00	Recoverable / Refund / Liability
91078	4/22/2015	GUTHMAN/CAREN//	RECREATION REFUND	8.00	Recoverable / Refund / Liability
<b>Total Amount for 39 Line Item(s) from Recoverable / Refund / Liability</b>				<b>\$22,470.83</b>	

## Tennis & Swim Center

91206	4/29/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- T&SC	3,638.26	Tennis & Swim Center
91143	4/29/2015	CASAS ORAMAS/JORGE//	FITNESS EQUIPMENT REPAIRS	2,332.95	Tennis & Swim Center
91252	5/6/2015	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	1,684.58	Tennis & Swim Center
91221	5/6/2015	CASAS ORAMAS/JORGE//	FITNESS EQUIPMENT REPAIRS	1,596.85	Tennis & Swim Center
91279	5/13/2015	DNA ELECTRIC	ELECTRICAL REPAIRS	1,368.00	Tennis & Swim Center
91045	4/16/2015	US BANK	VISA- RED CROSS STORE	1,359.17	Tennis & Swim Center
91226	5/6/2015	COMMERCIAL AQUATIC SVCS INC	POOL SERVICE/REPAIR	1,269.23	Tennis & Swim Center
91262	5/12/2015	US BANK	VISA- HOME DEPOT	1,233.99	Tennis & Swim Center
91262	5/12/2015	US BANK	VISA- WEBSTAIRANT	952.90	Tennis & Swim Center
91262	5/12/2015	US BANK	VISA- URBAN HOME	948.14	Tennis & Swim Center
91075	4/22/2015	GARBA ONADJA ENTERPRISES, LLC	RECREATION INSTRUCTOR	935.00	Tennis & Swim Center



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91045	4/16/2015	US BANK	VISA- VAN NUYS PLYWOOD	917.84	Tennis & Swim Center
91215	5/6/2015	ATMOSPHERE EVENTS & CATERING	SOCIAL EXPENSE- MAGIC SHOW	882.00	Tennis & Swim Center
91075	4/22/2015	GARBA ONADJA ENTERPRISES, LLC	RECREATION INSTRUCTOR	845.00	Tennis & Swim Center
91068	4/22/2015	COMMERCIAL AQUATIC SVCS INC	POOL SERVICE/REPAIR	818.65	Tennis & Swim Center
91068	4/22/2015	COMMERCIAL AQUATIC SVCS INC	POOL SERVICE/REPAIR	770.52	Tennis & Swim Center
91045	4/16/2015	US BANK	VISA- OFFICE DEPOT	765.50	Tennis & Swim Center
91262	5/12/2015	US BANK	VISA- PYRAMID PIPE & SUPPLY	686.97	Tennis & Swim Center
91059	4/22/2015	CASAS ORAMAS/JORGE//	FITNESS EQUIPMENT REPAIRS	670.54	Tennis & Swim Center
91262	5/12/2015	US BANK	VISA- BEST BUY	626.28	Tennis & Swim Center
91045	4/16/2015	US BANK	VISA- QUALITY RADIO	624.16	Tennis & Swim Center
91262	5/12/2015	US BANK	VISA- NAT'L GYM SUPPLY	620.58	Tennis & Swim Center
91045	4/16/2015	US BANK	VISA- NATIONAL GYM SUPPLY	620.47	Tennis & Swim Center
91045	4/16/2015	US BANK	VISA- VIVA WHOLESALE	615.00	Tennis & Swim Center
91112	4/22/2015	VIEWPOINT EDUCATIONAL	POOL RENTAL	551.25	Tennis & Swim Center
91226	5/6/2015	COMMERCIAL AQUATIC SVCS INC	POOL SERVICE/REPAIR	528.11	Tennis & Swim Center
91068	4/22/2015	COMMERCIAL AQUATIC SVCS INC	POOL SERVICE/REPAIR	511.70	Tennis & Swim Center
91329	5/13/2015	VIEWPOINT EDUCATIONAL	POOL RENTAL	445.00	Tennis & Swim Center
91255	5/6/2015	TIME WARNER CABLE	CABLE MODEM/HDTV- T&SC	421.78	Tennis & Swim Center
91045	4/16/2015	US BANK	VISA- POWER SYSTEMS	415.47	Tennis & Swim Center
91324	5/13/2015	TIME WARNER CABLE	CABLE MODEM/HDTV- T&SC	392.96	Tennis & Swim Center
91045	4/16/2015	US BANK	VISA- DIRECT FIT	388.28	Tennis & Swim Center
91260	5/6/2015	WATERLINE TECHNOLOGIES INC	POOL CHEMICALS	387.84	Tennis & Swim Center
91262	5/12/2015	US BANK	VISA- ARC SERVICES	385.00	Tennis & Swim Center
91106	4/22/2015	SOUTHERN CALIFORNIA GAS CO	GAS SERVICE	361.56	Tennis & Swim Center
91260	5/6/2015	WATERLINE TECHNOLOGIES INC	POOL CHEMICALS	360.41	Tennis & Swim Center
91115	4/22/2015	WATERLINE TECHNOLOGIES INC	POOL CHEMICALS	349.15	Tennis & Swim Center
91262	5/12/2015	US BANK	VISA- TAMPA GLASS INC	347.88	Tennis & Swim Center
91262	5/12/2015	US BANK	VISA- KIEFER SPECIALTY FLOOR	343.60	Tennis & Swim Center
91221	5/6/2015	CASAS ORAMAS/JORGE//	FITNESS EQUIPMENT REPAIRS	330.93	Tennis & Swim Center
91060	4/22/2015	CASCIONE/GAYLENE//	RECREATION INSTRUCTOR	330.84	Tennis & Swim Center
91045	4/16/2015	US BANK	VISA- ARC SERVICES	329.00	Tennis & Swim Center
91045	4/16/2015	US BANK	VISA- SUPER A CLEANERS	305.00	Tennis & Swim Center
91045	4/16/2015	US BANK	VISA- PACIFIC APPLIANCE	297.20	Tennis & Swim Center
91276	5/13/2015	CASCIONE/GAYLENE//	RECREATION INSTRUCTOR	294.08	Tennis & Swim Center
91045	4/16/2015	US BANK	VISA- LALA LAND IMPORTS	288.31	Tennis & Swim Center
91262	5/12/2015	US BANK	VISA- SWIM OUTLET	283.79	Tennis & Swim Center
91262	5/12/2015	US BANK	VISA- PATIO COLLECTION	283.13	Tennis & Swim Center



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91309	5/13/2015	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- MAY 15	276.80	Tennis & Swim Center
91045	4/16/2015	US BANK	VISA- LESLIE'S POOL SUPPLY	264.04	Tennis & Swim Center
91045	4/16/2015	US BANK	VISA- PATTERSON MEDICAL	258.80	Tennis & Swim Center
91262	5/12/2015	US BANK	VISA- OFFICE DEPOT	250.69	Tennis & Swim Center
91045	4/16/2015	US BANK	VISA- FRYS ELECTRONICS	248.04	Tennis & Swim Center
91262	5/12/2015	US BANK	VISA- ADOLPH KIEFER	237.91	Tennis & Swim Center
91055	4/22/2015	BROADBASED COMMUNICATIONS INC	PHONE SYSTEM REPAIRS	230.45	Tennis & Swim Center
91109	4/22/2015	TRI-CO EXTERMINATING CO.	PEST CONTROL SERVICES	230.00	Tennis & Swim Center
91199	4/29/2015	TRI-CO EXTERMINATING CO.	PEST CONTROL SERVICES	230.00	Tennis & Swim Center
91045	4/16/2015	US BANK	VISA- STEVE LESHNER	228.90	Tennis & Swim Center
91119	4/22/2015	YEEOPP/BETTY//	RECREATION INSTRUCTOR	220.56	Tennis & Swim Center
91335	5/13/2015	YEEOPP/BETTY//	RECREATION INSTRUCTOR	220.56	Tennis & Swim Center
91296	5/13/2015	LINCOLN NATIONAL LIFE	LIFE & DISABILITY INS- MAY 15	206.05	Tennis & Swim Center
91331	5/13/2015	WATERLINE TECHNOLOGIES INC	POOL CHEMICALS	205.63	Tennis & Swim Center
91262	5/12/2015	US BANK	VISA- SMART & FINAL	199.33	Tennis & Swim Center
91108	4/22/2015	TIME WARNER CABLE	CABLE MODEM/HDTV- T&SC	196.48	Tennis & Swim Center
91262	5/12/2015	US BANK	VISA- LESLIE'S POOL SUPPLY	191.11	Tennis & Swim Center
91144	4/29/2015	CASCIONE/GAYLENE//	RECREATION INSTRUCTOR	183.80	Tennis & Swim Center
91262	5/12/2015	US BANK	VISA- BEST BUY	167.49	Tennis & Swim Center
91045	4/16/2015	US BANK	VISA- WASH ROOM DIRECT	167.39	Tennis & Swim Center
91262	5/12/2015	US BANK	VISA- PRINTING TOTAL	166.77	Tennis & Swim Center
91262	5/12/2015	US BANK	VISA- HOME DEPOT	153.50	Tennis & Swim Center
91045	4/16/2015	US BANK	VISA- HOME DEPOT	151.90	Tennis & Swim Center
91309	5/13/2015	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- MAY 15	140.96	Tennis & Swim Center
91262	5/12/2015	US BANK	VISA- FRANKLINS HARDWARE	126.36	Tennis & Swim Center
91224	5/6/2015	CINTAS FIRST AID & SAFETY	QUARTERLY MONITORING- T&SC	120.00	Tennis & Swim Center
91262	5/12/2015	US BANK	VISA- OFFICE DEPOT	108.99	Tennis & Swim Center
91045	4/16/2015	US BANK	VISA- CONSTANT CONTACT	107.99	Tennis & Swim Center
91262	5/12/2015	US BANK	VISA- CONSTANT CONTACT	105.00	Tennis & Swim Center
91045	4/16/2015	US BANK	VISA- BOBS GARDEN EQUIPMENT	104.09	Tennis & Swim Center
91262	5/12/2015	US BANK	VISA- HOME DEPOT	97.80	Tennis & Swim Center
91086	4/22/2015	LITTLEJOHN COMMUNICATIONS INC	PAY PHONE SVC- JAN-FEB 2015	90.00	Tennis & Swim Center
91262	5/12/2015	US BANK	VISA- LESLIE'S POOL SUPPLY	84.37	Tennis & Swim Center
91296	5/13/2015	LINCOLN NATIONAL LIFE	LIFE & DISABILITY INS- MAY 15	84.10	Tennis & Swim Center
91262	5/12/2015	US BANK	VISA- ORIENTAL TRADING CO	83.95	Tennis & Swim Center
91262	5/12/2015	US BANK	VISA- PARTY CITY	80.01	Tennis & Swim Center
91262	5/12/2015	US BANK	VISA- VISTA PAINT CORP	78.79	Tennis & Swim Center



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91045	4/16/2015	US BANK	VISA- ADOLPH KIEFER	71.88	Tennis & Swim Center
91045	4/16/2015	US BANK	VISA- FRANKLINS HARDWARE	67.39	Tennis & Swim Center
91262	5/12/2015	US BANK	VISA- SUPER A CLEANERS	65.00	Tennis & Swim Center
91262	5/12/2015	US BANK	VISA- KEISER CORP	62.43	Tennis & Swim Center
91262	5/12/2015	US BANK	VISA- TOYS R US	54.47	Tennis & Swim Center
91045	4/16/2015	US BANK	VISA- HOME DEPOT	53.41	Tennis & Swim Center
91262	5/12/2015	US BANK	VISA- US RESEARCH & CHEMICAL	50.10	Tennis & Swim Center
91234	5/6/2015	INTERNATIONAL ESPRESSO	SPECIAL OLYMPICS AWARDS	50.00	Tennis & Swim Center
91262	5/12/2015	US BANK	VISA- BED BATH & BEYOND	48.36	Tennis & Swim Center
91048	4/22/2015	AIRGAS- WEST	TC HELIUM	44.97	Tennis & Swim Center
91262	5/12/2015	US BANK	VISA- SMART & FINAL	44.53	Tennis & Swim Center
91045	4/16/2015	US BANK	VISA- RALPHS	44.51	Tennis & Swim Center
91262	5/12/2015	US BANK	VISA- TARGET	43.59	Tennis & Swim Center
91262	5/12/2015	US BANK	VISA- VONS	38.95	Tennis & Swim Center
91293	5/13/2015	KISHIMOTO/RAINE//	REIMB MILEAGE - APR 15	33.86	Tennis & Swim Center
91045	4/16/2015	US BANK	VISA- CHEVRON	30.00	Tennis & Swim Center
91262	5/12/2015	US BANK	VISA- RALPHS	28.31	Tennis & Swim Center
91124	4/29/2015	AIRGAS- WEST	TC HELIUM	24.20	Tennis & Swim Center
91262	5/12/2015	US BANK	VISA- RALPHS	23.96	Tennis & Swim Center
91262	5/12/2015	US BANK	VISA- FEDEX OFFICE	5.43	Tennis & Swim Center
91045	4/16/2015	US BANK	VISA- FEDEX OFFICE	2.71	Tennis & Swim Center
91045	4/16/2015	US BANK	VISA- RALPHS	1.95	Tennis & Swim Center
<b>Total Amount for 107 Line Item(s) from Tennis &amp; Swim Center</b>				<b>\$42,903.47</b>	

## Transportation

91024	4/15/2015	PCI	PAVEMENT STRIPING AND MARKING	48,909.89	Transportation
91022	4/15/2015	MV TRANSPORTATION, INC.	SHUTTLE SERVICES - MAR 15	29,226.43	Transportation
91244	5/6/2015	PARSONS TRANSPORTATION GROUP	LOST HILLS INTERCHANGE	23,310.28	Transportation
91245	5/6/2015	PCI	PAVEMENT STRIPING AND MARKING	19,301.98	Transportation
91022	4/15/2015	MV TRANSPORTATION, INC.	SHUTTLE SERVICES - MAR 15	13,267.89	Transportation
91236	5/6/2015	JT GENERAL CONSTRUCTION	CONSULTING SVCS- MUL HWY	12,965.00	Transportation
91175	4/29/2015	MV TRANSPORTATION, INC.	SHUTTLE SERVICES	7,624.02	Transportation
90992	4/15/2015	A2B TRANSPORTATION COMPANY LLC	DIAL-A-RIDE MAR 2015	6,629.00	Transportation
91283	5/13/2015	GORIAN & ASSOCIATES, INC.	ENGINEER CONSULTING	6,430.25	Transportation
91264	5/13/2015	A2B TRANSPORTATION COMPANY LLC	DIAL-A-RIDE APR 2015	5,778.00	Transportation
91008	4/15/2015	DIAMOND WEST ENGINEERING, INC	ENGINEER CONSULTING	5,650.00	Transportation



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90996	4/15/2015	ALL CITY MANAGEMENT SVCS, INC.	SCHOOL CROSSING GUARD SVCS	4,823.30	Transportation
91019	4/15/2015	MALIBU CANYON SHELL	FUEL CHARGES- MAR 2015 (2/2)	4,587.07	Transportation
91298	5/13/2015	MALIBU CANYON SHELL	FUEL CHARGES- APR 2015 (2/2)	4,237.56	Transportation
91105	4/22/2015	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	3,522.08	Transportation
91251	5/6/2015	SIEMENS INDUSTRY INC.	TRAFFIC SIGN MAINTENANCE	2,982.70	Transportation
91022	4/15/2015	MV TRANSPORTATION, INC.	SHUTTLE SERVICES - MAR 15	2,909.24	Transportation
91172	4/29/2015	MALIBU CANYON SHELL	FUEL CHARGES- APR 2015 (1/2)	2,730.69	Transportation
91287	5/13/2015	INNOVATIVE ELECTRIC INC	ELECTRICAL REPAIR	2,370.00	Transportation
91252	5/6/2015	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	2,010.05	Transportation
91125	4/29/2015	ALL CITY MANAGEMENT SVCS, INC.	SCHOOL CROSSING GUARD SVCS	1,925.85	Transportation
91292	5/13/2015	KEYES WOODLAND HILLS HONDA	LEASE PAYMENT- MAY 2015	1,925.00	Transportation
91051	4/22/2015	ARC DOCUMENT SOLUTIONS, LLC	COPY/PRINTING SERVICE	1,838.99	Transportation
91022	4/15/2015	MV TRANSPORTATION, INC.	TRANSIT MAINTENANCE	1,824.03	Transportation
91251	5/6/2015	SIEMENS INDUSTRY INC.	TRAFFIC SIGN MAINTENANCE	1,690.00	Transportation
91213	5/6/2015	ARC DOCUMENT SOLUTIONS, LLC	COPY/PRINTING SERVICE	1,515.65	Transportation
91148	4/29/2015	CR PRINT	COMMUNITY MAILER	1,208.27	Transportation
91295	5/13/2015	LAS VIRGENES UNIFIED SCHOOL	BEFORE & AFTER SCHOOL AIDES	1,200.00	Transportation
91022	4/15/2015	MV TRANSPORTATION, INC.	SHUTTLE SERVICES - MAR 15	1,019.79	Transportation
91047	4/22/2015	ACORN NEWSPAPER	LEGAL ADVERTISING	828.00	Transportation
91211	5/6/2015	ACORN NEWSPAPER	LEGAL ADVERTISING	804.00	Transportation
91262	5/12/2015	US BANK	VISA- FAST SIGNS	747.67	Transportation
91287	5/13/2015	INNOVATIVE ELECTRIC INC	ELECTRICAL REPAIR	680.00	Transportation
91206	4/29/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- CIP	658.08	Transportation
91022	4/15/2015	MV TRANSPORTATION, INC.	SHUTTLE FUEL COST- MAR 15	614.40	Transportation
91101	4/22/2015	SAFEWAY SIGN COMPANY	TRAFFIC SIGNS	613.34	Transportation
91107	4/22/2015	SWRCB FEES	NPDES PERMIT FEE	559.00	Transportation
91029	4/15/2015	SAFEWAY SIGN COMPANY	TRAFFIC SIGNS	534.10	Transportation
91020	4/15/2015	MANERI SIGN, INC.	TRAFFIC SIGNS	527.56	Transportation
91020	4/15/2015	MANERI SIGN, INC.	TRAFFIC SIGNS	449.08	Transportation
91153	4/29/2015	DEPARTMENT OF TRANSPORTATION	TRAFFIC SIGNALS/LIGHTING	374.61	Transportation
91153	4/29/2015	DEPARTMENT OF TRANSPORTATION	TRAFFIC SIGNALS/LIGHTING	268.31	Transportation
91262	5/12/2015	US BANK	VISA- APWA	244.46	Transportation
91262	5/12/2015	US BANK	VISA- SHELL OIL	239.44	Transportation
91101	4/22/2015	SAFEWAY SIGN COMPANY	TRAFFIC SIGNS	217.56	Transportation
91084	4/22/2015	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	212.60	Transportation
91045	4/16/2015	US BANK	VISA- CHEVRON	190.76	Transportation
91045	4/16/2015	US BANK	VISA- RABI INC	173.70	Transportation



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91191	4/29/2015	SAVALA/ALEX//	MILEAGE REIMBURSEMENT	171.35	Transportation
91262	5/12/2015	US BANK	VISA- SHELL OIL	155.60	Transportation
91029	4/15/2015	SAFEWAY SIGN COMPANY	TRAFFIC SIGNS	149.33	Transportation
91262	5/12/2015	US BANK	VISA- HOME DEPOT	131.81	Transportation
91082	4/22/2015	LA DWP	METER SERVICE - TRAFFIC LIGHT	121.86	Transportation
91186	4/29/2015	REITHOFFER/JASON//	MILEAGE REIMBURSEMENT	100.62	Transportation
91045	4/16/2015	US BANK	VISA- APWA	100.00	Transportation
91045	4/16/2015	US BANK	VISA- EXXON MOBIL	85.39	Transportation
91045	4/16/2015	US BANK	VISA- SHELL OIL	85.00	Transportation
91262	5/12/2015	US BANK	VISA- EXXON MOBIL	83.00	Transportation
91042	4/15/2015	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	81.38	Transportation
91045	4/16/2015	US BANK	VISA- RITE AID	75.18	Transportation
91045	4/16/2015	US BANK	VISA- 7 ELEVEN	74.27	Transportation
91045	4/16/2015	US BANK	VISA- HOME DEPOT	68.87	Transportation
91045	4/16/2015	US BANK	VISA- UNION 76	63.99	Transportation
91158	4/29/2015	GORGIN/KARLO//	REIMB-FUEL FOR VEHICLE	61.67	Transportation
91045	4/16/2015	US BANK	VISA- UNION 76	54.34	Transportation
91223	5/6/2015	CHAN/BENJAMIN//	REIMB-FUEL FOR VEHICLE	53.44	Transportation
91262	5/12/2015	US BANK	VISA- RABI INC	49.68	Transportation
91045	4/16/2015	US BANK	VISA- HOME DEPOT	45.50	Transportation
91267	5/13/2015	ARC DOCUMENT SOLUTIONS, LLC	COPY/PRINTING SERVICE	41.67	Transportation
91045	4/16/2015	US BANK	VISA- UNION 76	40.00	Transportation
91045	4/16/2015	US BANK	VISA- RABI INC	37.25	Transportation
91045	4/16/2015	US BANK	VISA- EXXON MOBIL	37.01	Transportation
91045	4/16/2015	US BANK	VISA- RABI INC	36.56	Transportation
91045	4/16/2015	US BANK	VISA- ALBERTSONS	32.84	Transportation
91045	4/16/2015	US BANK	VISA- UNION 76	31.99	Transportation
91262	5/12/2015	US BANK	VISA- UNION 76	30.07	Transportation
91262	5/12/2015	US BANK	VISA- APWA	30.00	Transportation
91262	5/12/2015	US BANK	VISA- EXXON MOBIL	28.50	Transportation
91045	4/16/2015	US BANK	VISA- CANOGA PARK	12.45	Transportation
91262	5/12/2015	US BANK	VISA- SHELL OIL	8.00	Transportation
<b>Total Amount for 80 Line Item(s) from Transportation</b>				<b>\$234,528.30</b>	
<b>GRAND TOTAL for 1,003 Line Items</b>				<b>\$1,445,355.51</b>	

## FUTURE AGENDA ITEMS

Department                      Agenda Headings                      Agenda Title/Future Agenda

### 10-Jun

Finance	Consent	Adoption of Resolution No. 2015-1458, levying special taxes within City of Calabasas Community Facilities District No. 2006-1
Finance	Consent	Adoption of Resolution No. 2015-1459, levying special taxes within City of Calabasas Community Facilities District No. 98-1.
PW	Consent	Approval of PSA with G2 Construction, Inc. for fabrication and installation of Citywide storm drain catch basis curb screens
CD	New Business	3121 Old Topanga appeal
PW	Consent	Adoption of Resolution No. 2015-1462 finding the City to be in conformance with the Congestion Management Program (CMP) and adopting the CMP Local Development Report

### Future Items

PW	Consent	Adoption of Resolution No. 2015-1463 approving the application for grant funds for the California Parkways Grant Program
Finance	Consent	MRT contract
CD	New Business	Plaque recommendations by the HPC
CD	New Business	Business signage
CD	New Business	Car zoning
CD	New Business	Craftman's Corner pre-zoning
CD	New Business	Solar energy ordinance
CD	New Business	Business registration program
CC	New Business	Commissioner interviews for appointments expiring in November 2015
CC	New Business	Effectiveness of Commissions
CC	New Business	Noticing practices

### 2015 CITY COUNCIL MEETING DATES

24-Jun	14-Oct
8-Jul - Canceled	28-Oct
22-Jul - Canceled	3-Nov - Municipal Election
12-Aug	11-Nov - Canceled - Veterans' Day
26-Aug	18-Nov - Special Meeting Election Certification - Council Reorg.
9-Sep	25-Nov - Canceled - Thanksgiving Eve
23-Sep - Canceled Yom Kippur	9-Dec
	23-Dec - Canceled