



## CITY *of* CALABASAS

**CITY COUNCIL AGENDA  
REGULAR MEETING – WEDNESDAY, NOVEMBER 13, 2019  
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. Note: Any written materials submitted to the City Council are public record under the Public Records Act.**

### **CLOSED SESSION – 6:15 P.M.**

1. Conference with Legal Counsel; Existing Litigation  
(Gov't Code section 54956.9, subd. (d)(1))  
City of Calabasas v. Southern California Edison, et al.  
Los Angeles Superior Court Case No. 19STCV26583
2. CONFERENCE WITH REAL PROPERTY NEGOTIATOR (Gov. Code § 54956.8)  
Property Identifier: APN 2069-007-906  
Agency Negotiator: Dr. Gary Lysik, City Manager Negotiating Party:  
Calabasas Union Corporation  
Under Negotiation: Both Price and Terms of Payment

### **OPENING MATTERS – 7:00 P.M.**

Call to Order/Roll Call of Councilmembers  
Pledge of Allegiance by Girl Scout Junior Troop1826  
Approval of Agenda

## **ADJOURN IN MEMORY – 7:20 P.M.**

- Former Library Commissioner, Karen Brown

## **PRESENTATIONS – 7:40 P.M.**

- To Barry Goldberg, President of San Fernando Valley BAR Association
- [By Ryan Correia, LVUSD regarding vaping](#)
- Award from LA Section of American Society of Civil Engineers (ASCE) for Las Virgenes Creek Restoration Project – Phase II
- America in Bloom Awards

## **ANNOUNCEMENTS/INTRODUCTIONS – 8:45 P.M.**

## **ORAL COMMUNICATION – PUBLIC COMMENT – 9:00 P.M.**

## **CONSENT ITEMS – 9:15 P.M.**

1. [Approval of meeting minutes from October 23, 2019](#)
2. [Approval of Memorandum of Understanding between the Los Angeles County Flood Control District, the County of Los Angeles and the Cities of Agoura Hills, Calabasas, Hidden Hills and Westlake Village regarding the administration and cost sharing for implementing the Coordinated Integrated Monitoring Program and necessary reports for the Malibu Creek Watershed, and special study to address technical and regulatory issues in attainability and applicability of Malibu Creek Watershed Nutrient and Benthic Community total maximum daily loads](#)
3. [Recommendation to approve a professional services agreement with Fehr & Peers for the development of criteria and methodologies to comply with Senate Bill 743, Traffic Analysis Requirements and Update of the Circulation Element in the General Plan in the amount of \\$125,994](#)
4. [Recommendation to approve a professional services agreement with Siemens Mobility, Inc. to provide Citywide traffic signal maintenance services for a three-year term in an amount not to exceed \\$270,000](#)
5. [Recommendation to approve a professional services agreement with Cleanstreet for Citywide street sweeping services for a three-year term in an amount not to exceed \\$336,000](#)

6. [Recommendation to approve two separate rate increase requests from Waste Management: 1\) establish a commercial recycling rate at 50% of the solid waste collection rate and 2\) increase residential service rates by \\$1.96 per unit per month to accommodate for increased organics waste processing as a result of Assembly Bill 1594](#)
7. [Adoption of Resolution No. 2019-1655, amending the Ticket and Pass Distribution Policy](#)
8. [Adoption of Resolution No. 2019-1656, adopting a City Policy limiting the City Council to use of City-issued electronic mail addresses](#)

#### **NEW BUSINESS – 10:00 P.M.**

9. [Sheriff's Crime Report – September](#)

#### **PUBLIC HEARING – 10:20**

10. [Introduction of Ordinance 2019-372, adopting the California Code of Regulations – Title 24, the 2019 California Building Standards Code Parts 1 through 12 with local amendments thereto and the International Property Maintenance Code](#)

*The proposed Ordinance is exempt from CEQA; Per CEQA Guidelines Section 15061(b)(3).*

#### **INFORMATIONAL REPORTS – 10:40 P.M.**

11. [Check Registers for the period of October 9-30, 2019](#)

#### **TASK FORCE REPORTS – 10:45 P.M.**

#### **CITY MANAGER'S REPORT – 10:50 P.M.**

#### **FUTURE AGENDA ITEMS – 10:55 P.M.**

#### **ADJOURN – 11:00 P.M.**

The City Council will adjourn in memory of former Library Commissioner, Karen Brown to a Special meeting scheduled on Thursday, November 21 , 2019, at 7:00 p.m.

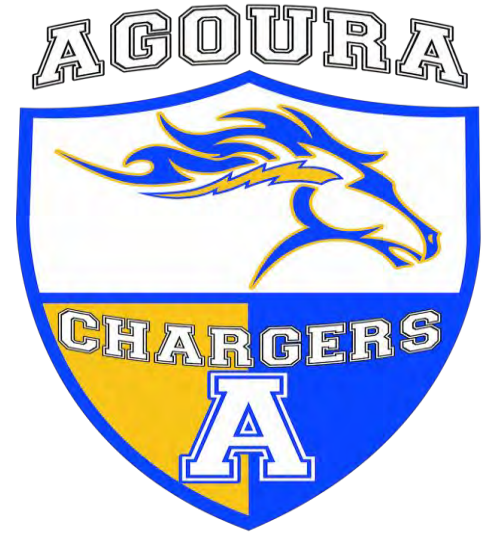
# Dean of Student Safety & Wellness

Ryan Correia

[rcorreia@lvusd.org](mailto:rcorreia@lvusd.org)



# LVUSD Education



# LVUSD Family



# Education & Enforcement

## VAPING CRISIS DEATH TOLL

The number of vaping-related deaths in the US



## TALKING WITH YOUR TEEN ABOUT VAPING

A TIP SHEET FOR PARENTS

### BEFORE THE TALK: GET THE FACTS

#### Vaping is not harmless

- > Vaping can increase your exposure to harmful chemicals.
- > Vaping can lead to nicotine addiction.
- > The long-term consequences of vaping are unknown.
- > It's rare, but defective vaping products (especially batteries) may catch fire or explode, leading to burns and injuries.

#### Risks of nicotine

Nicotine is a highly addictive chemical. Youth are especially susceptible to its negative effects, as it can alter their brain development and can affect memory and concentration. It can also lead to addiction and physical dependence. Children and youth may become dependent on nicotine more rapidly than adults.

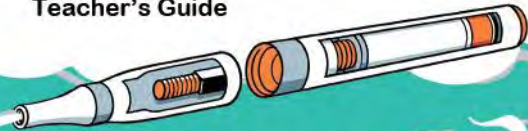
Although not all vaping products contain nicotine, the majority of them do, and the level of nicotine can vary widely. Some vaping liquids have low levels, but many have levels of nicotine similar or higher than in a typical cigarette. Quitting vaping can be challenging once a teen has developed an addiction to nicotine. Nicotine withdrawal symptoms can be unpleasant.

Vaping nicotine can alter teen brain development.

Even if a vaping product does not contain nicotine, there is still a risk of being exposed to other harmful chemicals.

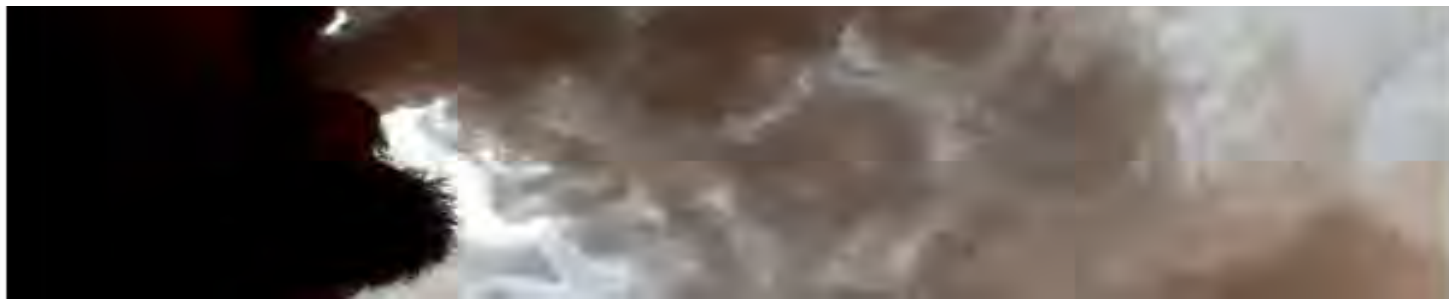
## E-Cigarettes: What You Need to Know

Teacher's Guide



LIFESTYLE | Published 2 days ago

# Vaping-related illness claims 3 more lives, another 2,000 people reported sick





# “The Realities of Vaping”



# “The Realities of Vaping”



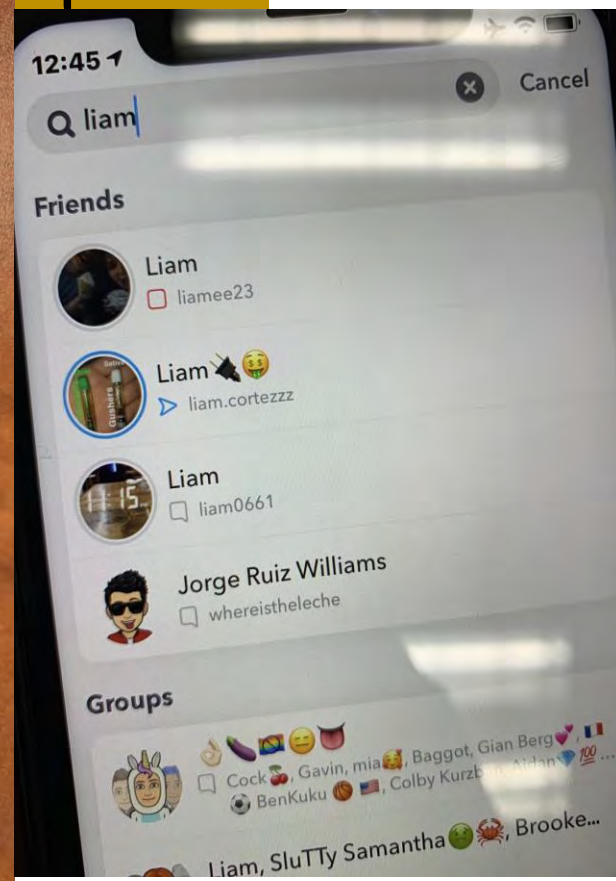
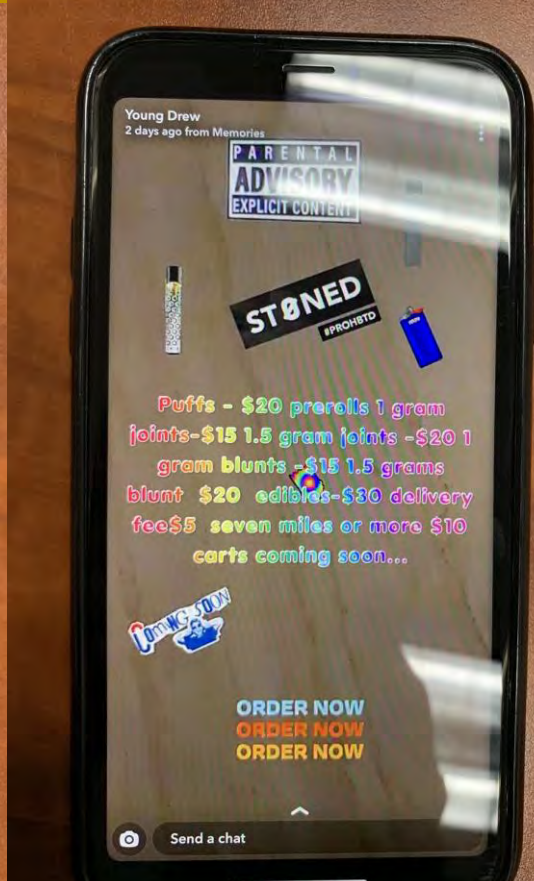
# The Vaping Epidemic - Devices



# The Vaping Epidemic - Accessibility



# The Vaping Epidemic - Snapchat



# Vaping Epidemic - Juul - 75% Marketshare



# 1 JUUL POD = 20 CIGARETTES

WHAT'S REALLY GOING INTO YOUR BODY?



# The Risks - “Nicotine Equals”





# The Risks - “Nicotine Equals”



# The Risks - “Nicotine Equals”

**NICOTINE = BRAIN  
POISON**

# The Reality

## POISON LOOKS LIKE THIS

A visual guide for some modern  
vaping devices.



**JUUL**



**JUUL  
PODS**



**SUORIN  
DROP**



**BO  
ONE**



**PHIX**



**KANDYPEN**

# “The Realities of Vaping”



# “The Realities of Vaping”



# What Can You Do...

## How to convince, scare or bribe your kids not to vape

By David G. Allan, CNN

Updated 3:25 PM ET, Thu October 10, 2019



Source: CNN

### More from CNN

Ryan Reynolds continues Hugh Jackman 'feud' with expletive...

A man barged into a church and shot at a bride and the bishop...



# Community360.me

community360.me/breathe-clean



Listen on  
Apple Podcasts



Las Virgenes Unified School District

## Counseling Center & Resource Website

HOME

ADVISORY TEAM

COUNSELING CENTER

HOTLINES

FAMILY RESOURCES

PODCAST

VIDEO LIBRARY

EVENTS

STUDENT 360

BREATHE CLEAN

## Breathe Clean

Through a \$1,000,000 Proposition 56 Grant received by LVUSD, our Deans of Student Safety and Wellness are working with the community to promote a healthier lifestyle for students everyday. The Breathe Clean Campaign is to spread awareness about the dangers of e-cigarettes, vaping and tobacco products. Through our campaign, we want each and every student to feel empowered to make good choices based on scientific facts and knowledge. Please see below for the most up to date resources and community events that are supporting our mission.

## Resources



**Stanford**  
MEDICINE

Tobacco Prevention Toolkit  
*Modules for tobacco and nicotine education*



For More Information about Breathe Clean Contact

**Ryan Correia**

Dean of Student Safety and  
Wellness, LVUSD

Center on

# See Something Say Something





# Upcoming Events - Community360.me

## 2019-2020 Speaker and Film Series



### LVUSD REALITY PARTY

Come Learn First Hand What Happens at Teenage Parties



- Walkthrough re-enactments of teen parties
- Learn from Lost Hills Sheriff J-Team
- Debrief Event with LVUSD Counselors



February 8th, 2020

Agoura Hills Recreation Center

Film Screening Tickets

Featured Speaker Tix

Reserve Book Club in a Box

Pre-Event Meals for Purchase  
Available From:



Dean of Student  
Safety &  
Wellness

Ryan Correia

[rcorreia@lvusd.org](mailto:rcorreia@lvusd.org)



**MINUTES OF A REGULAR MEETING OF  
THE CITY COUNCIL OF THE CITY OF CALABASAS, CALIFORNIA  
HELD WEDNESDAY, OCTOBER 23, 2019**

Mayor Shapiro called the Closed Session to order at 6:02 p.m. in the Council Conference Room, 100 Civic Center Way, Calabasas, CA.

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

1. Conference with Legal Counsel; Existing Litigation  
(Gov't Code section 54956.9, subd. (d)(1))  
California Renters Legal Advocacy and Education Fund, et al. v. City of Calabasas, et al.  
Los Angeles Superior Court Case No. 19STCV17987
2. Conference with Legal Counsel; Existing Litigation  
(Gov't Code section 54956.9, subd. (d)(1))  
City of Calabasas v. Southern California Edison, et al.  
Los Angeles Superior Court Case No. 19STCV26583
3. Conference with Legal Counsel; Initiation of Litigation  
(Government Code section 54956.9, subd. (d)(4))  
One Case

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

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

Absent: None

Staff: Bartlett, Hernandez, Klein, Lysik, Russo, Summers, and Yalda

In regard to Closed Session Item Nos. 1, 2 and 3, Mr. Summers reported that the City Council provided direction to staff and Counsel.

**PLEDGE OF ALLEGIANCE**

The Pledge of Allegiance was led by Boy Scout Pack 333 – Webelos 1 Den 9

## **APPROVAL OF AGENDA**

**Mayor Shapiro requested approval to move the Roots and Shoots/Mayor's Monarch Pledge presentation to the November 13 Council meeting. Mayor pro Tem Weintraub moved, seconded by Councilmember Maurer to approve the agenda. MOTION CARRIED 5/0 as follows:**

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

## **PRESENTATIONS**

### ➤ To Senior Center's Savvy Singers

The Savvy Senior Singers entertained the Council with two songs. Mayor Shapiro presented certificates of appreciation to the group.

### ➤ From OneGeneration

Amber Fuellenbach, Director of Volunteer Services & Special Projects and Luanne Garcia-Grisham, Nutrition Assistant Director made a presentation to the City Council.

Linda Bradley spoke on this presentation.

### ➤ Roots and Shoots/Mayor's Monarch Pledge

This presentation was postponed to the November 13 Council meeting.

### ➤ Introduction of new Lost Hills Sheriff's Captain Matthew S. Vander Horck

Captain Vander Horck introduced himself. Members of the Council welcomed the Captain to the City.

## **ANNOUNCEMENTS/INTRODUCTIONS**

Members of the Council made the following announcements:

Mayor pro Tem Weintraub:

- Extended an invitation to the Annual City of Calabasas Flu Clinic on November 2.
- Extended an invitation to the Mayor's State of the City Address on November 7.

Councilmember Gaines:

- Thanked the Chamber of Commerce and City staff for a wonderful Pumpkin Festival.
- Extended an invitation to the LVUSD State of the School Address on October 24.
- Extended congratulations to the CHS Girls Volleyball Team for making it to the CIF Playoffs.
- CHS Girls Volleyball Team will play against Downey High School on October 24.
- CHS Football team is playing against the Oaks Christian School on October 25.
- Extended an invitation to the Calabasas Chamber of Commerce Government Affairs Committee meeting on November 4.
- Wished everyone a Happy Halloween.
- Extended an invitation to the Agoura Hills/Calabasas Community Center Trunk or Treat on October 31.

Councilmember Bozajian:

- Reminded residents the Trunk or Treat Celebration at Agoura Hills/Calabasas Community Center is free of charge.
- Thanked the Chamber of Commerce and City staff for another wonderful Pumpkin Festival.
- Extended an invitation to the Nights of the Jack at King Gillette Ranch.
- Extended an invitation to the Spotlight the Arts: Edgar Allen Poe Night event on November 2.

Councilmember Maurer:

- Reminded residents that the area is still under severe fire risk and residents should have evacuation plans ready.
- Reminded residents to sign up on the City's website for special alerts.
- Reminded residents to evacuate when asked to voluntarily evacuate.
- Wished everyone a Happy Halloween and Day of the Dead.

Mayor Shapiro:

- Congratulated and announced that Councilmember Gaines will receive the Armand Arabian Award on October 24.
- Extended an invitation to the Calabasas Veteran's Day Garden dedication on November 12.
- Wished everyone a Happy Halloween.
- Announced that October 23 is Unity Day nationwide by PACER; a group that promotes anti-bullying awareness.

**ORAL COMMUNICATIONS – PUBLIC COMMENT**

No one spoke during public comment.

## **CONSENT ITEMS**

1. Approval of meeting minutes from September 25, 2019
2. Adoption of Resolution No. 2019-1650, proclaiming March 7, 2020, as Arbor Day in the City of Calabasas
3. Approval of Articles of Agreement to Marina Landscape, Inc. in the amount of \$554,537.35 and 10% contingency for unforeseen expenses for the expansion of Malibu Hills Road Stormwater Enhancement Project, Specification No. 19-20-01

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

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

## **NEW BUSINESS**

4. Certification of Initiative Petition entitled, "Calabasas Neighborhood Preservation Initiative". Consideration of A) adoption of Ordinance No. 2019-380; b) consideration for submission to the voters of Ordinance No. 2019-380 or c) direction to staff to prepare an Elections Code Section 9212 report on the Initiative's impacts. If adopted by the City Council or approved by the voters, Ordinance No. 2019-380 would amend the Calabasas General Plan and Calabasas Municipal Code; and adopt a new Specific Plan allowing up to 161 new market-rate apartment units, within an existing 600-unit apartment complex at 3831 North Orchid Lane, Calabasas, CA, known as the Avalon Calabasas property. Ordinance No. 2019-380, if adopted, would also require that at least ten percent of the complex's units be reserved for fifty-five years as deed-restricted affordable units, designating 60 units for moderate income households and 20 units for very-low income households. Adoption of Ordinance No. 2019-380 is exempt from review under the California Environmental Quality Act

Ms. Hernandez and Mr. Summers presented report.

Denise Miller, Dallas Lawrence, John and Joanne Suwara, Jacy Shillan, Automoro Moreino, Charlotte Meyer, Carl Ehrlich, Kathy Mittel, Gregory Byrne, Elena Borilova, Shiva Dadashiyanpour, Catalina Ceballos Arbolepa, Julee Spanier, Zorech Kastkar, Carolann Martinchuk, Rochelle Creef, Michael Harrison, Bree Moon, Rebecca Flemming, Catherine De Liso, Esmeralda Cajero, Sasha Layay, Frances Alet, Cindy Malone, Sharon Bremmer, Joe Chilco, Armando Flores, Arnie Placencio, Priscilla Lee,

Dennis Washburn, Robert Lia, Rah Sheck spoke on Item No. 4.

The meeting recessed at 8:26 p.m.

The meeting reconvened at 8:37 p.m.

Mackenzie Malone, Corinne Ho, Milda Harris, Lynne Tracy, Amil Gupta, Edgar Khalatian, Connor Finney, Ed Albrecht, Emilia Quinonez, Mary Hubbard, Gabriela Portapila, R. L. Embree, Mark Levinson, Delia Mannino spoke and presented a video from Kim, Lina Nevesky, Naomi Walhurn; Fred Mirza and Sebastian Quinonez spoke on Item No. 4.

Extensive discussion ensued.

The meeting recessed at 9:40 p.m.

The meeting reconvened at 9:45 p.m.

**After extensive discussion, Mayor pro Tem Weintraub moved, seconded by Councilmember Maurer to request an Impact Report to be presented at a Special Council meeting to be held on Thursday, November 21 at 7:00 p.m. MOTION CARRIED 5/0 as follows:**

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

### **INFORMATIONAL REPORTS**

5. Check Register for the period of September 12-October 8, 2019

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

### **TASK FORCE REPORTS**

Councilmember Bozajian reported his attendance at the League of California Cities Annual Conference. He further reported that Councilmember Gaines and he attended and presented at the Contract Cities' Fall Educational Summit.

Councilmember Maurer reported Councilmember Gaines and she attended a Headwaters Task Force meeting. In addition, she requested the MRT Bridge update be moved from November to January.

Mayor pro Tem Weintraub reported that Mayor Shapiro and she attended the A.E. Wright PFC meeting and viewed a presentation on vaping. She requested to show the presentation at a future Council meeting. Additionally, Councilmember

Gaines and she attended the Second Annual Clergy meeting at the Lost Hills Sheriff's station, where they discussed how faith based organizations can engage with local jurisdictions, law enforcement and government while also providing mutual support.

Mayor Shapiro reported his attendance at the League of California Cities Annual Conference. In addition, he reported his attendance to two HCD SCAG meetings and testified on behalf of the City. He further reported that the City will submit an objection letter on behalf of SCAG to HCD regarding the housing numbers.

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

Dr. Lysik encouraged residents to sign up at [www.sce.com](http://www.sce.com) to receive information regarding scheduled power shut offs. In addition, he reminded residents to consider a generator at home for emergency purposes.

### **FUTURE AGENDA ITEMS**

Mayor pro Tem Weintraub requested Dr. Lysik contact OneGeneration's representatives. In addition, she requested more information on whether OneGeneration is a program the City can support for next year's budget; as they are currently estimating \$23,000 in expenses for providing services for seniors and people in need.

Councilmember Maurer reiterated her request to move the MRT Bridge update from November 13 to a meeting in January. Additionally, she received a request for the City to conduct a Senior Needs Assessment; hence, she would like to reactivate the dormant Senior Task Force.

Councilmember Bozajian requested the Parks and Recreation Commission evaluate this year's Pumpkin Festival in terms of demographic range between 10 years old to parenthood. In addition, to what worked and what did not. Additionally, he requested the Environmental Commission look into the regulation of tobacco products and vaping in the City.

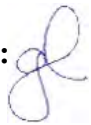
### **ADJOURN**

The meeting adjourned at 10:30 p.m. to the next regular meeting scheduled on Wednesday, November 13, 2019, at 7:00 p.m.

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






**CITY of CALABASAS**

**CITY COUNCIL AGENDA REPORT**

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**DATE: NOVEMBER 4, 2019**

**TO: HONORABLE MAYOR AND COUNCILMEMBERS**

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

**SUBJECT: APPROVAL OF A MEMORANDUM OF UNDERSTANDING BETWEEN THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, THE COUNTY OF LOS ANGELES, AND THE CITIES OF AGOURA HILLS, CALABASAS, HIDDEN HILLS, AND WESTLAKE VILLAGE REGARDING THE ADMINISTRATION AND COST SHARING FOR IMPLEMENTING THE COORDINATED INTEGRATED MONITORING PROGRAM AND NECESSARY REPORTS FOR THE MALIBU CREEK WATERSHED, AND SPECIAL STUDY TO ADDRESS TECHNICAL AND REGULATORY ISSUES IN ATTAINABILITY AND APPLICABILITY OF MALIBU CREEK WATERSHED NUTRIENT AND BENTHIC COMMUNITY TOTAL MAXIMUM DAILY LOADS**

**MEETING DATE: NOVEMBER 13, 2019**

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**SUMMARY RECOMMENDATION:**

That the City Council approve the Memorandum of Understanding between the MCW agencies for the administration and cost sharing of the CIMP and special study to address technical and regulatory issues in attainability and applicability of Malibu Creek Watershed nutrient and benthic community TMDLs and to adjust the budget accordingly.

## **BACKGROUND:**

On November 8, 2012, the Regional Board adopted the National Pollutant Discharge Elimination System Permit (Permit) for the County, the County Flood Control District and 84 incorporated cities within Los Angeles County. This Permit became effective on December 28, 2012 and gave permittees the option to develop an Enhanced Watershed Management Plan (EWMP) for the MCW to comply with permit requirements. On April 27, 2016, the Regional Board approved the Malibu Creek Watershed (MCW) EWMP. The Permit also requires that a Coordinated Integrated Monitoring Program (CIMP) be prepared per Permit requirements.

The Regional Board conditionally approved the MCW CIMP on January 21, 2016. The MCW EWMP Group was formed and consists of the Cities of Agoura Hills, Calabasas, Hidden Hills, and Westlake Village, and includes the County of Los Angeles, and the County of Los Angeles Flood Control District. These agencies all drain to Malibu Creek and are generally subject to the same Total Maximum Daily Load (TMDL) requirements and water quality objectives.

In July 2016, the MCW EWMP Group entered into a Memorandum of Understanding (MOU) that defines operation and cost sharing for the implementation of the EWMP and CIMP. At the request of the County of Los Angeles and the Flood Control District, this MOU was set to expire on June 30, 2019 to make way for a new MOU over a four-year term, which will also include a special study that considers the attainability of limits required by the MCW Nutrient and Benthic Community TMDLs. This new MOU includes EWMP and CIMP program implementation that will include receiving water and outfall monitoring, adaptive management, and a nutrient special study.

## **DISCUSSION:**

The CIMP is an intensive monitoring program than previously required. This program requires that more constituents be tested at additional monitoring sites to address all of the adopted TMDLs (including bacteria and trash) that are contained within the Municipal Stormwater permit. The constituents to be tested are those believed by the Regional Board to be impairing waterbodies within the Malibu Creek Watershed, in addition to constituents that are of a concern to the Regional Board with regards to urban drainage that are not currently found in the watershed.

CIMP data will include receiving water monitoring, stormwater and non-stormwater outfall monitoring, new development and re-development effectiveness tracking and regional studies.

Monitoring data that is gathered through the implementation of the CIMP is used to refine the list of projects defined in the EWMP that the City must implement to comply with water quality objectives. This gives the City the opportunity to eventually refine and develop a better suit of projects based upon CIMP data.

The MCW CIMP, a permit requirement, illustrates the City’s compliance with various water quality objectives. The CIMP provides a data set unique to the Malibu Creek watershed giving insight into the effectiveness of stormwater projects, including those included in the EWMP. Green Street project is one of the identified projects in the EWMP that Calabasas is currently undertaking in Malibu Hills Road.

Historically, MOUs within the MCW have a cost sharing formula based on percent by land area for each participant. The participating agencies have again agreed to use this same formula, which results in a 15% allocation of cost to Calabasas.

With the proposed MOU, Calabasas is also agreeing to the City of Agoura Hills managing the CIMP program with 5% administrative fee. At this time, representatives from all six agencies have reviewed and agreed to the terms of the MOU. The term of the proposed MOU is through June 30, 2023.

The Nutrients Study cost-share is to be based upon land use, rather than land area, to target high, medium and low nutrient contribution areas, which are then applied to a weighted formula and a flat fee.

**FISCAL IMPACT/SOURCE OF FUNDING:**

The total implementation cost will be approximately \$658,751.08 total for the four-year term of the agreement.

Cost Share Allocation for CIMP per Fiscal Year

Party	Acres	Percent of Area <sup>(2)</sup>	Fiscal Year 2019-2020 <sup>(3)</sup>	Fiscal Year 2020-2021 <sup>(3)</sup>	Fiscal Year 2021-2022 <sup>(3)</sup>	Fiscal Year 2022-2023 <sup>(3)</sup>	Total Cost
City of Calabasas	4,941	15.0%	\$94,567.21	\$137,734.32	\$82,089.90	\$85,219.86	\$399,611.28

Cost Share Allocation for Nutrient Special Study per Fiscal Year

Party	Fiscal Year 2019-2020	Fiscal Year 2020-2021	Fiscal Year 2021-2022	Total Cost Share
City of Calabasas	\$51,827.96	\$103,655.92	\$103,655.92	\$259,139.80

The below table demonstrates the total fiscal year budget impact:

Fiscal Year	Cost Share
FY 19/20	\$146,395.17
FY 20/21	\$241,390.24
FY 21/22	\$185,745.82
FY 22/23	\$85,219.86
<b>TOTAL</b>	<b>\$658,751.08</b>

City of Calabasas is anticipated to receive the annual Measure W municipal funding commencing in the winter of 2020. The municipal return is estimated as \$250,000

annually for the City, some of which may be used for the implementation of the subject MOU.

The City's Finance Department has established a revenue and expenditure account called "Stormwater and Water Quality Improvement" (Account Number: 40-319-6503-05). The source of the funding will be, FUND 62 Measure W – Safe Clean Water Program.

Additionally, agencies in the Group will be working with the Measure W Watershed Area Steering Committee (WASC) to determine the proper distribution of the North Santa Monica Bay Watershed Area Regional Funds, estimated to be \$2.2 Million annually, of which \$110,000 may be utilized for special studies.

**REQUESTED ACTION:**

That the City Council approve the Memorandum of Understanding between the MCW agencies for the administration and cost sharing of the CIMP and special study to address technical and regulatory issues in attainability and applicability of Malibu Creek Watershed nutrient and benthic community TMDLs and to adjust the budget accordingly.

**ATTACHMENT:**

Memorandum of Understanding

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT,  
THE COUNTY OF LOS ANGELES, AND THE CITIES OF  
AGOURA HILLS, CALABASAS, HIDDEN HILLS, AND WESTLAKE VILLAGE**

REGARDING THE ADMINISTRATION AND COST SHARING FOR IMPLEMENTING THE COORDINATED INTEGRATED MONITORING PROGRAM AND NECESSARY REPORTS FOR THE MALIBU CREEK WATERSHED, AND SPECIAL STUDY TO ADDRESS TECHNICAL AND REGULATORY ISSUES IN ATTAINABILITY AND APPLICABILITY OF MALIBU CREEK WATERSHED NUTRIENT AND BENTHIC COMMUNITY TOTAL MAXIMUM DAILY LOADS

This Memorandum of Understanding (“MOU” or “AGREEMENT”), made and entered into as of the date of the last signature set forth below by and between the LOS ANGELES COUNTY FLOOD CONTROL DISTRICT (“LACFCD”), a body corporate and politic, the COUNTY OF LOS ANGELES (“COUNTY”), a political subdivision of the State of California, and the CITIES OF AGOURA HILLS, CALABASAS, HIDDEN HILLS AND WESTLAKE VILLAGE. Collectively, these entities shall be known herein as “PARTIES” or individually as “PARTY.”

WITNESSETH

WHEREAS, the Regional Water Quality Control Board, Los Angeles Region (“Regional Board”) adopted National Pollutant Discharge Elimination System Municipal Separate Storm Sewer System Permit (“MS4 Permit”) Order No. R4-2012-0175-A01, that amends Order No. R4-2012-0175 as amended by State Water Board Order WQ 2015-0075; and

WHEREAS, the MS4 Permit became effective on December 28, 2012 and requires that the LACFCD, COUNTY, and 84 of the 88 Cities (excluding Avalon, Long Beach, Palmdale, and Lancaster) within the County of Los Angeles comply with the prescribed elements of the MS4 Permit that include a number of Total Maximum Daily Loads (TMDLs); and

WHEREAS, the MS4 Permit identified the PARTIES as MS4 permittees that are responsible for compliance with the MS4 Permit requirements pertaining to the Malibu Creek Watershed; and

WHEREAS, the PARTIES entered into an agreement on August 19, 2013 regarding the administration and cost sharing for development of the Malibu Creek Watershed Enhanced Watershed Management Program (“EWMP”) and Coordinated Integrated Monitoring Program (“CIMP”) for the Malibu Creek Watershed; and

WHEREAS, the CIMP was submitted to the Regional Board by the PARTIES on June 26, 2014 and conditionally approved by the Regional Board Executive Officer on January 21, 2016; and

WHEREAS, the EWMP was submitted to the Regional Board by the PARTIES on June 24, 2014 and conditionally approved by the Regional Board Executive Officer on April 27, 2016, and the EWMP describes the Nutrient Special Study as part of the PARTIES compliance with the Malibu Creek Watershed Nutrient and Benthic Community Total Maximum Daily Loads (“NUTRIENT SPECIAL STUDY”); and

WHEREAS, the PARTIES have agreed to collaborate on the compliance of certain elements of the MS4 Permit and have agreed to a cost sharing formula set forth in Exhibit B, which is attached and made part of this MOU; and

WHEREAS, the PARTIES have agreed to enter into this MOU to share costs in the continued implementation of the Malibu Creek CIMP as set forth in Table A2 of Exhibit B, that maintains the same land area-based cost sharing formula that was used to conduct CIMP monitoring since 2016, which is attached and made part of this MOU; and

WHEREAS, the PARTIES have agreed to enter into this MOU to share costs in the implementation of the special study in the Malibu Creek Watershed as set forth in Table B4 of Exhibit B, which is attached and made part of this MOU; and

WHEREAS, the PARTIES desire to transfer the unused funds, estimated to be less than \$75,000, from the CIMP implementation agreements that expired on June 30, 2019, currently held by the CITY OF AGOURA HILLS, toward future annual invoices issued for cost of work performed under this AGREEMENT; and

WHEREAS, the PARTIES agree that each shall assume full and independent responsibility for ensuring its own compliance with the MS4 Permit monitoring requirements despite the collaborative approach of this MOU; and

WHEREAS, the PARTIES collaboratively prepared a final Scope of Work (“SOW”) set forth in Exhibit C and Request for Proposals (“RFP”) to obtain a consultant (“Consultant”) to assist the PARTIES in implementing and complying with the CIMP; and

WHEREAS, the PARTIES have determined that hiring the Consultant to implement the CIMP to install monitoring equipment, obtain permits, conduct monitoring, coordinate laboratory analysis, advise on potential revisions to the CIMP, and provide reporting of stormwater samples will be beneficial to the PARTIES; and

WHEREAS, the PARTIES collaboratively prepared a final Scope of Work (“SOW”) for the special study set forth in Exhibit D and desire obtain have the same Consultant assist the PARTIES in implementing and complying with the SOW; and

WHEREAS, the PARTIES propose for the Consultant to implement the CIMP and NUTRIENT SPECIAL STUDY in accordance with the applicable SOW, at a total cost not to exceed \$4,848,846.45 which includes a 5% project administrative fee, and a 10% contingency; and

WHEREAS, the PARTIES have agreed to have their PARTY Representatives identified in Exhibit A provide technical and project management oversight for the implementation of the CIMP and this AGREEMENT; and

WHEREAS, the CITY OF AGOURA HILLS will act on behalf of the PARTIES in the administration of the Consultant's professional services agreement for implementation of the CIMP and Special Study;

WHEREAS, the LACFCD will act on behalf of the PARTIES to monitor bacteria, nutrients, and chlorophyll-a, at LACFCD's Malibu Creek Mass Emission Station; and

WHEREAS, other entities subject to their own NPDES Permit and/or named as responsible agencies in a TMDL may participate in applicable portions of the CIMP by amendment to this MOU, with the concurrence of the PARTIES;

NOW, THEREFORE, in consideration of the mutual benefits to be derived by the PARTIES, and of the promises contained in this MOU, the PARTIES agree as follows:

**Section 1. Recitals.** The recitals set forth above are incorporated into this MOU.

**Section 2. Purpose.** The purpose of this MOU is to cooperatively fund the implementation of the Malibu Creek CIMP and to coordinate the payment and performance of the Consultant's services in implementing the CIMP.

**Section 3. Cooperation.**

- a. The PARTIES shall fully cooperate with one another to attain the purposes of this MOU.
- b. The PARTIES agree that substantiated costs incurred by the CITY OF AGOURA HILLS and the LACFCD for implementing certain requirements of the CIMP and MS4 Permit until MOU execution shall be cost-shared by the PARTIES.

**Section 4. Voluntary.** This MOU is voluntarily entered into for the implementation of the CIMP.

**Section 5. Term.** This MOU shall become effective on the last date of execution by a PARTY and shall remain in effect until June 30, 2023.

**Section 6. City of Agoura Hills Responsibilities.** The CITY OF AGOURA HILLS agrees:

- a. Consultant Services. To facilitate the PARTIES in the management the Consultant for implementation of the CIMP and NUTIRENT SPECIAL STUDY, and to administer the Consultant's contract in accordance with SOWs included in Exhibit C and Exhibit D, prepared by the PARTIES, and any subsequent changes to the SOWs as agreed upon by the PARTIES and approved by the Regional Board where applicable. The CITY OF AGOURA HILLS will be compensated for the administration of the Consultant's contracts at a rate of five percent (5 %) of each PARTY'S contract cost as described in Table A2 and Table B4 of Exhibit B.
- b. LACFCD Facilities/Mass Emissions Station. To assist the Consultant in obtaining any necessary permits from LACFCD for access to and construction within LACFCD storm drains, channels, catch basins, and similar properties (FACILITIES), provided CITY OF AGOURA HILLS and its Consultant provide written notice 72 hours in advance of entry to LACFCD's FACILITIES.
- c. Report. To submit reports to the Regional Board as described in the CIMP and distribute copies of the reports to the PARTIES prior to submittal to the Regional Board for review and comment. The CITY OF AGOURA HILLS will provide the PARTIES with an electronic copy of the draft CIMP Annual Report and completed CIMP Annual Report within 7 business days after receipt from the Consultant. In addition, the CITY OF AGOURA HILLS will submit to the PARTIES the data used to prepare the reports. This data will be transmitted electronically in a format and structure agreed to by the PARTIES. Reports and work products as required by the SOW for the NUTRIENT SPECIAL STUDY shall be handled in a similar fashion.
- d. Invoice. To invoice the PARTIES in amounts not exceeding the invoice amounts shown in Table A2 and Table B4 of Exhibit B, reduced by the amount of any credit for unused funds owed to the respective PARTIES under the prior CIMP Agreement. The annual payments for the period of July 1 through June 30 will be invoiced in May of that year. At the end of each fiscal year, any unused funds will be rolled over and used towards future years of implementation of the CIMP.
- e. Expenditure. To utilize the funds deposited by the PARTIES only for the administration of the Consultant's contract and the implementation of the CIMP and Special Study. The CITY OF AGOURA HILLS will provide an accounting of funds expended and remaining at the end of each fiscal year.
- f. Contingency. The CITY OF AGOURA HILLS will notify the PARTIES if actual expenditures are anticipated to exceed the cost estimates contained in Table A1



and Table B1 of Exhibit B and obtain written approval of such expenditures from all PARTIES. Upon approval, the PARTIES agree to reimburse the CITY OF AGOURA HILLS for their proportional share of these additional expenditures at an amount not to exceed 10 percent of the original cost estimate as shown in Table A1 and Table B1 of Exhibit B. This 10 percent contingency will not be invoiced, unless actual expenditures exceed the original cost estimate. Expenditures that exceed the 10 percent contingency will require an amendment to this MOU.

- g. Accounting. To provide an accounting upon termination of this MOU within 180 days of said termination. At the completion of the accounting, the CITY OF AGOURA HILLS shall return any unused portion of all funds deposited with the CITY OF AGOURA HILLS within 180 days of said termination in accordance with the cost allocation formula set forth in Table A2 and Table B4 of Exhibit B, as described below in Section 10(e).
- h. Permit. To make a full-faith effort to work with the Consultant to obtain all necessary permits for installation of permanent infrastructure or modifications to monitoring sites, and subsequent access during monitoring events and maintenance.
- i. Payments to Third Parties. The CITY OF AGOURA HILLS shall have no obligation to pay the Consultant any funds other than those owed for the CITY OF AGOURA HILLS's proportional share as set forth in Table A2 and Table B4 of Exhibit B, and those funds remitted to the CITY OF AGOURA HILLS following invoice.

**Section 7. LACFCD Responsibilities.** The LACFCD agrees:

- a. LACFCD Mass Emissions Station (MES) Monitoring. To provide available monitoring data from the existing MES owned and operated by the LACFCD. Data will be limited to water column chemistry and aquatic toxicity.
- b. Additional Monitoring at LACFCD Mass Emissions Station. To coordinate with the CITY OF AGOURA HILLS for additional monitoring required by the CIMP at its existing MES. The cost of additional monitoring shall be cost-shared in accordance with Exhibit B.
- c. Access to LACFCD Facilities/Mass Emissions Station. To grant access to the CITY OF AGOURA HILLS and its Consultant to LACFCD FACILITIES, to achieve the purposes of this MOU, provided the CITY OF AGOURA HILLS and its Consultant obtain a permit and provide written notice 72 hours in advance of entry to LACFCD's FACILITIES.
- d. Monitoring Services. To implement the additional monitoring and reporting requirements at LACFCD's MES and any subsequent changes to the CIMP as

agreed upon by the PARTIES and approved by the Regional Board. LACFCD will comply with all applicable procurement requirements.

- e. Report. To submit the data to the CITY OF AGOURA HILLS or its Consultant to be incorporated and submitted to the REGIONAL BOARD as described in the CIMP. This data will be transmitted electronically in a format that contains the table structure and syntax agreed upon by the PARTIES, e.g., the latest Stormwater Monitoring Coalition Standard Data Transfer Format, or California Environmental Data Exchange Network format.

**Section 8. Parties Further Agree.** The PARTIES further agree:

- a. Payment. To fund the cost of the implementation of the CIMP and NUTRIENT SPECIAL STUDY, and to pay the CITY OF AGOURA HILLS and the LACFCD for their proportional shares of the estimated cost for the implementation of the CIMP and NUTRIENT SPECIAL STUDY, the project administration and of the Consultant's contracts not exceeding the invoice amounts as shown in Table A2 and Table B4 of Exhibit B, no later than 60 days after receipt of the invoice from the CITY OF AGOURA HILLS. The cost estimates presented in Exhibit B have been agreed upon by the PARTIES and are subject to changes pursuant to new Regional Board requirements and/or unforeseen challenges in the field. Any such changes proposed to the PARTIES' proportional share are subject to funding appropriation and will require written approval of the PARTIES as explained in Section 6(f).
- b. Documentation. To make a full-faith effort to cooperate with one another to achieve the purposes of this MOU by providing all requested information and documentation in their possession and available for release to the Consultant that is deemed necessary by the PARTIES to implement the CIMP and NUTRIENT SPECIAL STUDY.
- c. Access. Each PARTY will allow reasonable access and entry to the CITY OF AGOURA HILLS and its Consultant, on an as needed basis during the term of this MOU, to each PARTY'S FACILITIES to achieve the purposes of this MOU, provided, however, that prior to entering any of the PARTY'S FACILITIES, the Consultant provide written notice 72 hours in advance of entry from the applicable PARTY.
- d. Permit. Each PARTY will make a full-faith effort to work with the Consultant to obtain all necessary permits for installation of permanent infrastructure or modifications to stormwater monitoring sites within each PARTY'S jurisdiction.

- e. Reconciliation of Prior CIMP Agreement. That the CITY OF AGOURA HILLS may apply any unused funds it is holding pursuant to the prior CIMP Agreements as a credit toward invoices issued under this MOU, as described in Section 6(d). The PARTIES agree that such payments will fulfill the obligations of the CITY OF AGOURA HILLS under the prior CIMP Agreements to return unused funds.
- f. Additional Participants. The PARTIES agree that if any other entity wishes to participate and cost share any element of the CIMP and NUTRIENT SPECIAL STUDY, an amendment to the MOU will be drafted with the concurrence of the MS4 Permittees.

## **Section 9. Indemnification.**

- a. To the maximum extent permitted by law, the CITY OF AGOURA HILLS shall require the Consultant retained pursuant to this MOU to agree to indemnify, defend, and hold harmless each PARTY, its special districts, elected and appointed officers, employees, attorneys, agents, and designated volunteers from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert fees), arising from or connected with the Consultant's performance of its agreements with the CITY OF AGOURA HILLS. In addition, the CITY OF AGOURA HILLS shall require the Consultant to carry, maintain, and keep in full force and effect an insurance policy or policies, and each PARTY, its elected and appointed officers, employees, attorneys, agents and designated volunteers shall be named as additional insureds on the policy(ies) with respect to liabilities arising out of the Consultant's work. These requirements will also apply to any subcontractors hired by the Consultant.
- b. To the maximum extent permitted by law, each PARTY shall indemnify, defend, and hold harmless each other PARTY, including its special districts, elected and appointed officers, employees, attorneys, agents and designated volunteers, from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the respective acts of each PARTY under this MOU; provided, however, that no PARTY shall indemnify another PARTY for that PARTY's own negligence or willful misconduct.
- c. In light of the provisions of Section 895.2 of the Government Code of the State of California imposing certain tort liability jointly upon public entities solely by reason of such entities being parties to an agreement (as defined in Section 895 of said Code), each of the PARTIES hereto, pursuant to the authorization contained in Section 895.4 and 895.6 of said Code, shall assume the full liability imposed upon it or any of its officers, agents, or employees, by law for injury caused by any act or omission occurring in the performance of this MOU to the same extent that such

liability would be imposed in the absence of Section 895.2 of said Code. To achieve the above stated purpose, each PARTY indemnifies, defends, and holds harmless each other PARTY for any liability, cost, or expense that may be imposed upon such other PARTY solely by virtue of said Section 895.2. The provisions of Section 2778 of the California Civil Code are made a part hereof as if incorporated herein. The PARTIES agree that any liability borne by or imposed upon any PARTY or PARTIES hereto as a result of this MOA that is not caused by or attributable to the negligence or willful misconduct of any PARTY shall be fully borne by all the PARTIES in accordance with their pro rata cost share, as set forth in CIMP MOA.

- d. CITY OF AGOURA HILLS makes no guarantee or warranty that the reports prepared by the Consultant will be approved by the relevant governmental authorities. CITY OF AGOURA HILLS shall have no liability to the other PARTIES for the negligent or intentional acts or omissions of the Consultant. The other PARTIES' sole recourse for any negligent or intentional act or omission of the Consultant shall be against the Consultant and their insurance.

#### **Section 10. Termination, Withdrawal, and Delinquent Payments.**

- a. Termination. This MOU may be terminated upon the express written agreement of all PARTIES. Completed work shall be owned by the PARTY or PARTIES who fund the completion of such work. Rights to uncompleted work by the Consultant still under contract will be held by the PARTY or PARTIES who fund the completion of such work.
- b. Withdrawal. If a PARTY wishes to withdraw from this MOU for any reason, that PARTY must give the other PARTIES and the REGIONAL BOARD prior written notice thereof. The withdrawing PARTY shall be responsible for its share of the implementation costs of the CIMP and NUTRIENT SPECIAL STUDY through the end of the current fiscal year (July 1 through June 30), including costs for reporting of data and results during the monitoring year which said PARTY withdraws. Moreover, unless the withdrawing PARTY provides written notice of withdrawal to the other PARTIES by December 15<sup>th</sup> the withdrawing PARTY shall also be responsible for its share of the implementation costs of the CIMP through the end of the following monitoring year (e.g., If a PARTY withdraws on December 16, 2019, said PARTY is responsible for its share of costs for both monitoring year 2019-2020 and monitoring year 2020-2021. If the same PARTY withdraws on or before December 15, 2019, said PARTY is responsible for costs only for monitoring year 2019-2020, not for monitoring year 2020-2021). Such implementation costs of the CIMP shall include the remaining fees of any Consultant retained by the CITY OF AGOURA HILLS through the end of the applicable monitoring year(s). The effective date of withdrawal shall be the 60th day after the CITY OF AGOURA HILLS receives written notice of a PARTY's intent

to withdraw. Should any PARTY withdraw from this MOU, the remaining PARTIES' cost share allocation shall be adjusted in accordance with the cost allocation formula in Table A2 of Exhibit B. Each PARTY shall be responsible for its proportional share of the implementation costs of the CIMP incurred through the completion of all requirements of the monitoring year (e.g., completion of the annual report due December 15, 2019, covering the monitoring period from July 1, 2018 to June 30, 2019). Each PARTY shall also be responsible for the payment of its own fines, penalties and costs incurred as a result of the non-performance of the CIMP.

- c. Delinquent Payments. A PARTY's payment shall be delinquent if its invoiced payment is not received by the CITY OF AGOURA HILLS within 60 days after the invoice's date. The following Notice of Delinquency procedures may be implemented to attain payments from the delinquent PARTY per instructions from the CITY OF AGOURA HILLS: 1) verbally contact the representative of the PARTY; and 2) submit a formal letter to the Delinquent PARTY OR PARTIES from the CITY OF AGOURA HILLS's legal counsel. If the PARTY or PARTIES remain delinquent after the above Notice of Delinquency procedures have been followed and after 90 days after being invoiced, then the CITY OF AGOURA HILLS shall notify the non-delinquent PARTIES and may notify the Regional Board that the delinquent PARTY OR PARTIES are no longer a participating member of the CIMP and NUTRIENT SPECIAL STUDY, and said PARTY or PARTIES shall then be deemed to have terminated its participation as a PARTY to this MOU ("EXCLUDED PARTY") and their name(s) may be removed from the CIMP and NUTRIENT SPECIAL STUDY and all reports required as part of the CIMP and NUTRIENT SPECIAL STUDY. Any EXCLUDED PARTY'S delinquent amount(s) will be paid in accordance with the remaining PARTIES pro-rata share pursuant to Table A2 and Table B4 of Exhibit B, as adjusted to remove the EXCLUDED PARTY from the allocation. The CITY OF AGOURA HILLS will revise Exhibit B to show the recalculated costs for each remaining participating PARTY; these revised exhibits will be included with the next invoice to the PARTIES. The PARTIES shall retain all contractual, legal, and equitable rights and causes of action to recover any delinquent amounts paid that were owed by an EXCLUDED PARTY or PARTIES who failed to make such payments.
- d. Suspension of Consultant's Work. The CITY OF AGOURA HILLS may unilaterally suspend or modify the Scope of Work being performed by any Consultant retained by the CITY OF AGOURA HILLS for implementation of the CIMP and NUTRIENT SPECIAL STUDY if any PARTY has not paid its invoice within 90 days of receipt unless the non-delinquent PARTIES pay the delinquent PARTY's costs.
- e. Remaining Funds or Invoices Due at Termination. If this MOU is mutually terminated by all PARTIES, and invoice payments are due then all PARTIES must agree on the equitable payment of invoices due at the time of termination. Funds

remaining in the possession of the CITY OF AGOURA HILLS at the end the term of this MOU, or at the termination of this Agreement, whichever occurs earlier, shall be returned to the then remaining non-delinquent and non-excluded PARTIES within 180 days of said termination in accordance with the cost allocation formula in Table A2 and Table B4 of Exhibit B. Subject to agreement by the CITY OF AGOURA HILLS, any funds which are to be reimbursed to a PARTY may be reimbursed through credits towards future invoices and agreements, if requested in writing by that PARTY.

- f. Notwithstanding any provision of this Agreement, in the event that the CITY OF AGOURA HILLS's documented project administrative costs in administering the Consultant professional services agreement and this MOU exceeds the 5% project administrative fees paid by the PARTIES, the CITY OF AGOURA HILLS shall invoice the PARTIES for the additional project administrative costs in accordance with the cost allocation formula in Table A2 and Table B4 of Exhibit B, and the PARTIES shall reimburse CITY OF AGOURA HILLS for additional documented project administrative costs in excess of the 5% project administrative fees within 60 days from the date of the invoice to the PARTIES. If the PARTIES do not reimburse CITY OF AGOURA HILLS for additional documented project administrative costs within the 60 days of the date of the invoice, then the City of Agoura Hills may unilaterally terminate this MOU with 60 days notice to the PARTIES. In such event, the termination date of this MOU shall be effective on the 61st day after the CITY OF AGOURA HILLS has mailed notice of termination of this MOU.

## **Section 11. General Provisions.**

- a. Notices. Any notices, bills, invoices, or reports relating to this MOU, and any request, demand, statement, or other communication required or permitted hereunder shall be in writing and shall be delivered to the representatives of the PARTIES at the addresses set forth in Exhibit A attached hereto and incorporated herein by reference. The PARTIES shall promptly notify each other of any change of contact information, including personnel changes, provided in Exhibit C. Written notice shall include notice delivered via e-mail or fax. A notice shall be deemed to have been received on (a) the date of delivery, if delivered by hand during regular business hours, or by confirmed facsimile or by e-mail; or (b) on the third (3rd) business day following mailing by registered or certified mail (return receipt requested) to the addresses set forth in Exhibit A.
- b. Administration. For the purposes of this MOU, the PARTIES hereby designate as their respective PARTY representatives the persons named in Exhibit A. The designated PARTY representatives, or their respective designees, shall administer the terms and conditions of this MOU on behalf of their respective PARTY. Each

of the persons signing below on behalf of a PARTY represents and warrants that he or she is authorized to sign this MOU on behalf of such PARTY.

- c. Relationship of the PARTIES. The PARTIES are, and shall at all times remain as to each other, wholly independent entities. No PARTY to this MOU shall have power to incur any debt, obligation, or liability on behalf of any other PARTY unless expressly provided to the contrary by this MOU. No employee, agent, or officer of a PARTY shall be deemed for any purpose whatsoever to be an agent, employee, or officer of another PARTY.
- d. Binding Effect. This MOU shall be binding upon, and shall be to the benefit of the respective successors, heirs, and assigns of each PARTY; provided, however, no PARTY may assign its respective rights or obligations under this MOU without prior written consent of the other PARTIES.
- e. Amendment. The terms and provisions of this MOU may not be amended, modified, or waived, except by an instrument in writing signed by all non-delinquent PARTIES. For purposes of this subsection, a PARTY shall be considered a Delinquent Party if that PARTY fails to timely pay an invoice as required by Section 8(a) or withdraws pursuant to Section 10(b).
- f. Law to Govern. This MOU is governed by, interpreted under, and construed and enforced in accordance with the laws of the State of California.
- g. Severability. If any provision of this MOU shall be determined by any court to be invalid, illegal, or unenforceable to any extent, then the remainder of this MOU shall not be affected, and this MOU shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in this MOU.
- h. Entire Agreement. This MOA constitutes the entire agreement of the PARTIES with respect to the subject matter hereof.
- i. Waiver. Waiver by any PARTY to this MOU of any term, condition, or covenant of this MOU shall not constitute a waiver of any other term, condition, or covenant. Waiver by any PARTY to any breach of the provisions of this MOU shall not constitute a waiver of any other provision, nor a waiver of any subsequent breach or violation of any provision of this MOU.
- j. Counterparts. This MOU may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute one and the same instrument, provided, however, that such counterparts shall have been delivered to all PARTIES to this MOU.

- k. All PARTIES have been represented by counsel in the preparation and negotiation of this MOU. Accordingly, this MOU shall be construed according to its fair language. Any ambiguities shall be resolved in a collaborative manner by the PARTIES and shall be rectified by amending this MOU as described in Section 11(e).

IN WITNESS WHEREOF, the PARTIES hereto have caused this MOU to be executed by their duly authorized representatives and affixed as of the date of signature of the PARTIES:

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**COUNTY OF LOS ANGELES**

By \_\_\_\_\_  
Mark Pestrella, Director of Public Works

\_\_\_\_\_  
Date

APPROVED AS TO FORM:

MARY C. WICKHAM  
County Counsel

By \_\_\_\_\_  
Deputy

\_\_\_\_\_  
Date

**LOS ANGELES COUNTY FLOOD CONTROL DISTRICT**

By \_\_\_\_\_  
Mark Pestrella, Chief Engineer

\_\_\_\_\_  
Date

APPROVED AS TO FORM:

MARY C. WICKHAM  
County Counsel

By \_\_\_\_\_  
Deputy

\_\_\_\_\_  
Date

CITY OF AGOURA HILLS

By \_\_\_\_\_  
Linda Northrup, Mayor

\_\_\_\_\_  
Date

ATTEST:

By \_\_\_\_\_  
Kimberly M. Rodrigues, City Clerk

\_\_\_\_\_  
Date

APPROVED AS TO FORM:

By \_\_\_\_\_  
Candice K. Lee, City Attorney

\_\_\_\_\_  
Date

CITY OF CALABASAS

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

\_\_\_\_\_  
Date

ATTEST:

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

\_\_\_\_\_  
Date

APPROVED AS TO FORM:

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

\_\_\_\_\_  
Date

CITY OF HIDDEN HILLS

By \_\_\_\_\_  
Larry G. Weber, Mayor

\_\_\_\_\_  
Date

ATTEST:

By \_\_\_\_\_  
Kerry Kallman, City Manager

\_\_\_\_\_  
Date

APPROVED AS TO FORM:

By \_\_\_\_\_  
Roxanne M. Diaz, City Attorney

\_\_\_\_\_  
Date

CITY OF WESTLAKE VILLAGE

By \_\_\_\_\_  
Ned E. Davis, Mayor

\_\_\_\_\_  
Date

ATTEST:

By \_\_\_\_\_  
Beth Schott, City Clerk

\_\_\_\_\_  
Date

APPROVED AS TO FORM:

By \_\_\_\_\_  
Terence Boga, City Attorney

\_\_\_\_\_  
Date

## EXHIBIT A

### Malibu Creek Watershed CIMP Responsible Agencies Representatives

City of Agoura Hills  
30001 Ladyface Court  
Agoura Hills, CA 91301  
Representative: Kelly Fisher  
E-mail: kfisher@ci.agoura-hills.ca.us  
Phone: (818) 597-7338

City of Calabasas  
100 Civic Center Way  
Calabasas, CA 91302  
Representative: Alex Farassati  
E-mail: afarassati@cityofcalabasas.com  
Phone: (818) 224-1680

City of Hidden Hills  
6165 Spring Valley Road  
Hidden Hills, CA 91302  
Representative: Joe Bellomo  
E-mail: jbellomo@willdan.com  
Phone: (805) 279-6856

City of Westlake Village  
31200 Oak Crest Drive  
Westlake Village, CA 91361  
Representative: Kelsey Erisman  
E-mail: kerisman@willdan.com  
Phone: (818) 383-3092

County of Los Angeles  
Flood Control District  
Watershed Management Division, 11th Floor  
900 South Fremont Avenue  
Alhambra, CA 91803-1331  
Representative: Paul Alva  
E-mail: palva@dpw.lacounty.gov  
Phone: (626) 458-4325

County of Los Angeles  
Department of Public Works  
Watershed Management Division, 11th Floor  
900 South Fremont Avenue  
Alhambra, CA 91803-1331  
Representative: Mark Lombos  
E-mail: mlombos@dpw.lacounty.gov  
Phone: (626) 458-7143

## EXHIBIT B

### MALIBU CREEK WATERSHED COST SHARING TABLES

**Table A1. Estimated Consultant Contract Costs for CIMP**

Item		Fiscal Year 2019-2020	Fiscal Year 2020-2021	Fiscal Year 2021-2022	Fiscal Year 2022-2023
Consultant Contract Cost	(a)	\$691,710.00	\$1,007,455.00	\$600,445.00	\$623,339.00
Management Fee	(b) = (a) x 5%	\$34,585.50	\$50,372.75	\$30,022.25	\$31,166.95
LACFCD 5% Allocation	(c) = ((a) + (b)) x 5%	\$36,314.78	\$52,891.39	\$31,523.36	\$32,725.30
Total Cost to be Shared	(d) = (a) + (b) – (c)	\$689,980.73	\$1,004,936.36	\$598,943.89	\$621,780.65
Total Cost Per Year	(e) = (c) + (d)	\$726,295.50	\$1,057,827.75	\$630,467.25	\$654,505.95
Contract Contingency <sup>(1)</sup>	(f) = (e) x 10%	\$72,629.55	\$105,782.78	\$63,046.73	\$65,450.60

(1) Only invoice through special agreement, and written authorization by PARTIES.

**Table A2. Cost Share Allocation Formula for CIMP**

Party	Acres	Percent of Area <sup>(2)</sup>	Fiscal Year 2019-2020 <sup>(3)</sup>	Fiscal Year 2020-2021 <sup>(3)</sup>	Fiscal Year 2021-2022 <sup>(3)</sup>	Fiscal Year 2022-2023 <sup>(3)</sup>	Total Cost
City of Agoura Hills	5,178	15.7%	\$99,765.40	\$145,305.34	\$86,602.24	\$89,904.25	\$421,577.23
City of Calabasas	4,941	15.0%	\$94,567.21	\$137,734.32	\$82,089.90	\$85,219.86	\$399,611.28
City of Hidden Hills	105	0.3%	\$2,139.26	\$3,115.77	\$1,857.00	\$1,927.81	\$9,039.83
City of Westlake Village	3,540	10.7%	\$66,317.00	\$96,588.74	\$57,567.06	\$59,762.00	\$280,234.80
County of Los Angeles Unincorporated	19,228	58.3%	\$427,191.86	\$622,192.21	\$370,827.68	\$384,966.74	\$1,805,178.48
Los Angeles County Flood Control District <sup>(1)</sup>	-	-	\$36,314.78	\$52,891.39	\$31,523.36	\$32,725.30	\$153,454.82
Totals	32,992	100%	\$726,295.50	\$1,057,827.75	\$630,467.25	\$654,505.95	\$3,069,096.45

(1) Los Angeles County Flood Control District's cost share equals 5% of total costs as expressed by "c" in Table A1.

(2) Based on percent of land in each Party area of the EWMP area (excludes Angeles National Forest land).

(3) Percent of Area multiplied by Item "d" of Table A1 for corresponding year; LACFCD cost is determined by Item "c" of Table A1. Totals include the 5% management fee.



**Table B1. Estimated Consultant Contract Costs for Nutrient Special Study**

Item		Fiscal Year 2019-2020	Fiscal Year 2020-2021	Fiscal Year 2021-2022	Total Cost
Consultant Contract Cost	(a)	\$986,529.04	\$354,235.48	\$354,235.48	\$1,695,000.00
LACFCD 5% Allocation	(b) = (a) x 5%	\$49,326.45	\$17,711.77	\$17,711.77	\$84,750.00
Contract Cost to be Shared	(c) = (a) - (b)	\$937,202.59	\$336,523.71	\$336,523.71	\$1,610,250.00
Contract Management Fee (5%)	(d) = (a) x 5%	\$49,326.45	\$17,711.77	\$17,711.77	\$84,750.00
Total Cost Per Year	(e) = (a) + (d)	\$1,035,855.49	\$371,947.25	\$371,947.25	\$1,779,750.00
Contract Contingency <sup>(1)</sup>	(f) = (e) x 10%	\$103,585.55	\$37,194.73	\$37,194.73	\$177,975.00

(1) Only invoice through special agreement, and written authorization by PARTIES.

**Table B2: Land Use Risk Breakdown Per Agency**

Land Description (2005 SCAG, Using 2016 SCAG Codes)	Nutrient Risk Prioritization <sup>(1)</sup>	Agoura Hills		Calabasas		Hidden Hills		Westlake Village		County	
		Acres	%	Acres	%	Acres	%	Acres	%	Acres	%
Single-Family Residential	MN	1728	34.5	511	10.8	69	64.5	757	21.5	516	2.4
Mult-Family Residential	LN	194	3.9	134	2.8			129	3.7		
Other Residential	MN			44	0.9			40	1.1	1348	6.3
General Office	MN	87	1.7	88	1.9			177	5.0	24	0.1
Commercial and Services	MN	180	3.6	35	0.7			77	2.2	1	0.0
Facilities	MN	29	0.6	26	0.5			32	0.9	20	0.1
Education	MN	86	1.7	26	0.5	5	4.7	38	1.1	30	0.1
Industrial	LN	34	0.7	24	0.5			74	2.1	6	0.0
Transportation, Communication, & Utilities	LN	147	2.9	79	1.7			104	3.0	332	1.6
Mixed Commercial & Industrial	LN	34	0.7								
Open Space and Recreation	MN	108	2.2	27	0.6			150	4.3	230	1.1
Agriculture	HN	25	0.5	99	2.1	1	0.9			387	1.8
Vacant	LN	2321	46.4	3524	74.5	32	29.9	1717	48.8	18378	85.8
Water	-	14	0.3					205	5.8	45	0.2
Under Construction	MN	17	0.3	113	2.4			22	0.6	95	0.4

(1) LN = Low Nutrient Risk, MN = Medium Nutrient Risk, HN = High Nutrient Risk

**Table B3: Per Party Land Area by Risk and Assignment of Weighting Factor**

Party	High Nutrient (HN) Contribution Risk			85%			Medium Nutrient (MN) Contribution Risk			10%			Low Nutrient (LN) Contribution Risk			5%		
	Acres	% of HN	% Total	Acres	% of MN	% Total	Acres	% of MN	% Total	Acres	% of LN	% Total	Acres	% of LN	% Total	Acres	% of LN	% Total
City of Agoura Hills	25	4.9	0.1	2,235	33.2	6.4	2,730	10.0	7.8									
City of Calabasas	99	19.3	0.3	870	12.9	2.5	3,761	13.8	10.8									
City of Hidden Hills	1	0.2	0.0	74	1.1	0.2	32	0.1	0.1									
City of Westlake Village	-	0.0	0.0	1,293	19.2	3.7	2,024	7.4	5.8									
County of Los Angeles Unincorporated	387	75.6	1.1	2,264	33.6	6.5	18,716	68.6	53.7									
Los Angeles County Flood Control District	-	-	-	-	-	-	-	-	-									
<b>Total</b>	<b>512</b>	<b>100</b>	<b>100</b>	<b>6,736</b>	<b>100</b>	<b>19</b>	<b>27,263</b>	<b>100</b>	<b>78</b>									

**Table B4: Party Cost Share Allocation for Nutrient Special Study**

Party	(x)	Weighted Formula <sup>(2)</sup>	Flat Fee <sup>(3)</sup>	Subtotal	Management Fee	Total Cost Share
City of Agoura Hills	1	\$155,811.33	\$100,000.00	\$255,811.33	\$12,790.57	\$268,601.89
City of Calabasas	2	\$146,799.81	\$100,000.00	\$246,799.81	\$12,339.99	\$259,139.80
City of Hidden Hills	3	\$4,025.55	\$100,000.00	\$104,025.55	\$5,201.28	\$109,226.83
City of Westlake Village	4	\$94,202.00	\$100,000.00	\$194,202.00	\$9,710.10	\$203,912.10
County of Los Angeles Unincorporated	5	\$609,411.31	\$200,000.00	\$809,411.31	\$40,470.57	\$849,881.88
Los Angeles County Flood Control District <sup>(1)</sup>	-		\$84,750.00	\$84,750.00	\$4,237.50	\$88,987.50
Totals		\$1,010,250.00	\$684,750	\$1,695,000.00	\$84,750	\$1,779,750.00

(1) Los Angeles County Flood Control District's cost share equals 5% of total costs as expressed by "(e)" in Table B1.

(2) Special formula, each Party area of the EWMP area (excludes Parks land).

$$Party_{(x)} \text{ Cost Share} = [(c) - \$600,000] \times \frac{[(HN_{\%} \times HN_x) + (MN_{\%} \times MN_x) + (LN_{\%} \times LN_x)]}{[(HN_{\%} \times HN_T) + (MN_{\%} \times MN_T) + (LN_{\%} \times LN_T)]}$$

Where,  
*x*=Item (x) of Table B4  
*c*=Item (c) of Table B1  
*HN*<sub>%</sub>=85% from Table B3  
*HN*<sub>T</sub>=512 acres from Table B3  
*MN*<sub>%</sub>=10% from Table B3  
*MN*<sub>T</sub>=6,736 acres from Table B3  
*LN*<sub>%</sub>=5% from Table B3  
*LN*<sub>T</sub>=27,263 acres from Table B3

(3) A Flat Fee of \$100,000 is applied to each Party to recognize an equal weighting portion of the study beyond the formula in Footnote (2). County of Los Angeles Unincorporated opted to cover the \$100,000 Flat Fee for Los Angeles County Flood Control District.

**Table B5: Fiscal Year Invoicing for Nutrient Special Study**

Party	Fiscal Year 2019-2020 <sup>(3)</sup>	Fiscal Year 2020-2021 <sup>(3)</sup>	Fiscal Year 2021-2022 <sup>(3)</sup>	Total Cost Share
City of Agoura Hills	\$53,720.38	\$107,440.76	\$107,440.76	\$268,601.89
City of Calabasas	\$51,827.96	\$103,655.92	\$103,655.92	\$259,139.80
City of Hidden Hills	\$21,845.37	\$43,690.73	\$43,690.73	\$109,226.83
City of Westlake Village	\$40,782.42	\$81,564.84	\$81,564.84	\$203,912.10
County of Los Angeles Unincorporated	\$849,881.88	-	-	\$849,881.88
Los Angeles County Flood Control District <sup>(1)</sup>	\$17,797.50	\$35,595.00	\$35,595.00	\$88,987.50
<b>Total</b>	\$1,035,855.50	\$371,947.25	\$371,947.25	\$1,779,750.00

**EXHIBIT C**

**Malibu Creek Watershed CIMP  
Implementation Scope of Work**

**Table 1. Malibu CIMP Extension Budget Summary and Explanation**

Task		Original Total	Additional 4 Years	7 Year Total	Year 4	Year 5	Year 6	Year 7
1.0	Project Management, Coordination, & Meetings	\$ 100,621	\$ 162,394	\$ 263,015	Updated budget to reflect increased costs related to project management, coordination, and conference calls and meetings that occur more frequently than previously scoped.			
2.0	Health and Safety Plan	\$ 5,371	\$ -	\$ 5,371	No budget included as no changes are expected.			
3.0	Quality Assurance Project Plan	\$ 6,420	\$ 5,577	\$ 11,997	No budget included.	No budget included.	Included costs to update QAPP based on updated CIMP.	No budget included.
4.0	CIMP Monitoring	\$ 767,001	\$ 1,034,032	\$ 1,801,033	Included budget to complete installation of SW outfall sites Potrero Valley Creek (TRUNFOC-095) and Medea Creek (LNDRC-074).	Included potential costs associated with upcoming MS4 Permit: 1. Recompletion of Table E-2 analysis (Assuming same 3 sites as last time) 2. New monitoring related to the U.S. EPA-Established Malibu Creek and Lagoon Sedimentation and Nutrients TMDL to Address Benthic Community Impairments.	Included potential costs associated with upcoming MS4 Permit: 1. Recompletion of NSW outfall requirements (Source ID plan) 2. Continue monitoring related to Sedimentation and Nutrients TMDL	Included potential costs associated with upcoming MS4 Permit: 1. Continue recompletion of NSW outfall requirements (Source ID) 2. Continue monitoring related to Sedimentation and Nutrients TMDL
5.0	Laboratory Analysis	\$ 229,129	\$ 473,964	\$ 703,094	Additional budget included to cover the three new dry weather toxicity sites that were added in Year 3.			
6.0	Data Management and QA/QC	\$ 79,904	\$ 100,179	\$ 180,084	Updated budget to reflect costs of effort in Years 1 through 3.			
7.0	Reporting	\$ 335,188	\$ 483,087	\$ 818,274	Costs reflect the level of effort required to meet the minimum reporting requirements in Years 1 through 3 as well as the additional support provided that was not originally scoped (e.g., development of the Report of Waste Discharge).			
8.0	CIMP Update		\$ 19,108	\$ 19,108	No budget included.	CIMP updates expected to be required to address Sedimentation and Nutrients TMDL and address potential update requirements as part of the upcoming MS4 Permit.	No budget included.	No budget included.
9.0	EWMP Update		\$ 450,031	\$ 450,031	Current MS4 Permit requires EWMP and RAA update in June 2021 (end of Year 5). Included budget to conduct extensive revisions to the EWMP to update the control measure menu based on the WMG's updated preferences, an evaluation of a critical factors that affect compliance, and develop information to strategically influence TMDL schedules through affordability analyses and alternative schedules. Prior to initiating work, a detailed scope and budget will be developed for review, revision, and approval by the WMG.		No budget included.	No budget included.
<b>Total &gt;&gt;&gt;&gt;</b>		<b>\$ 1,523,635</b>	<b>\$ 2,728,372</b>	<b>\$ 4,252,006</b>				
<b>Total With Mark Up on Subcontract Services Assuming 10% &gt;&gt;&gt;&gt;</b>		<b>\$ 1,628,564</b>	<b>\$ 2,922,949</b>	<b>\$ 4,551,513</b>				



**EXHIBIT D**

**Malibu Creek Watershed  
Nutrient Special Study  
Scope of Work**

# Malibu Creek Special Study Scope of Work

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## Purpose

Develop the necessary technical and regulatory information to support MS4 Permittees in the Malibu Creek Watershed in complying with nutrient, sediment and benthic community related TMDLs in a reasonable manner that results in attainable environmental outcomes. The information developed through the Special Study would be used to revise TMDLs, MS4 Permit requirements, and/or support alternative regulatory approaches.

## Approach

The following outlines the general approach to framing and conducting the Special Study:

- Identify the expected environmental outcomes resulting from potential TMDL implementation actions to evaluate the attainability of existing TMDL requirements.
- Design and implement study (e.g., monitoring and modeling) elements to enhance ability to predict environmental outcomes and enable the utilization of regulatory approach(es) that can yield reasonable and attainable environmental outcomes.
- Develop technical and regulatory information to support potential revisions to the TMDL, MS4 Permit requirements, or alternative regulatory approaches.

## Background

USEPA adopted nutrient-related TMDLs in the Malibu Creek watershed in 2003 and 2013. These TMDLs established water quality targets, wasteload allocations (WLAs) and load allocations (LAs) to address water quality impairments related to algal growth, dissolved oxygen, benthic community impacts and sedimentation. The Los Angeles Regional Water Quality Control Board (Regional Water Board) incorporated the 2003 TMDL WLAs into the current MS4 Permit and adopted an Implementation Plan for the 2013 TMDL into the Basin Plan. It is expected that the 2013 TMDL WLAs will be incorporated into a reissued MS4 Permit expected in 2019. Neither of the TMDLs or supporting information directly assessed the attainability of TMDL targets or whether attainment of targets would resolve the impairments that were the basis for 303(d) listings. The performance of studies to address these attainability issues are appropriate under applicable USEPA regulations and would be consistent with SWRCB policy concepts related to nutrient and benthic community impairments, which are currently under development.

Under the Clean Water Act, enforceable water quality criteria are adopted to protect designated beneficial uses. Criteria may be either numeric or narrative. The combination of enforceable criteria and designated uses, together with an antidegradation policy, are defined to be water quality standards (WQS). Uses specified in Section 101(a)(2) of the Act include “uses that provide for the protection and propagation of fish, shellfish, and wildlife, and recreation in and on the water, as well as for the protection of human health when consuming fish, shellfish and other aquatic life. A subcategory of a use specified in Section 101(a)(2) of the Act refers to any use that reflects the subdivision of uses...into smaller, more homogeneous groups for the purposes of reducing variability within the group.”

CWA section 101(a)(2) sets a water quality goal to provide for the protection of fish, shellfish, and wildlife and for recreation in and on the water wherever attainable. EPA's WQS regulation at 40 CFR 131.10(j) and (k) interprets and implements these provisions through requirements that WQS protect these uses unless states and authorized tribes show these uses are unattainable through a use attainability analysis (UAA) consistent with EPA's regulation. This effectively creates a rebuttable presumption of attainability.

Recent (August 2015) USEPA WQS regulations (40 CFR 131, EPA Docket No. EPA-HQ-OW-2010-0606) require that the Highest Attainable Use (HAU) be identified and protected. The SWRCB's Science Advisory Panel for the Biostimulatory Policy for wadeable inland surface waters has recommended consideration of an approach that considers various levels of use that can be attained as a way to deal with water bodies in California that will not ever be able to achieve pristine, "reference water body" conditions in terms of algal concentrations, biological condition, and/or water quality condition. [See "Report from June 2015 Meeting of the Nutrient Science Advisory Panel for California Wadeable Streams"] Application of a structured scientific analysis is under consideration to be incorporated into the proposed watershed approach for the SWRCB's Biostimulatory Policy to enable and promote the identification of attainable uses at the watershed scale.

In NPDES permits for MS4s, the concept of a Natural Source Exclusion exists to allow relief from regulatory requirements in cases where it is demonstrated that natural sources prevent attainment. In the Malibu Creek watershed, application of this exclusion exists as a possible regulatory option due to natural levels of nutrients (phosphorus and nitrogen) in native soils.

## Range of Future Actions Associated with TMDL Implementation and Environmental Outcomes

The Regional Water Board has developed an Implementation Plan for the Malibu Creek TMDLs. The plan states the targets and the allocations that are required to be achieved for various sources in the watershed. Non-structural and engineered solutions are incorporated into the Malibu Creek Watershed Enhanced Watershed Management Program (EWMP) to attain the WLAs and targets. However, the costs for implementing those solutions, the schedules to meet the TMDL requirements, and the attainability of the WLAs and targets reduce the likelihood of compliance. The following range of actions may be required for MS4s in attempting to meet targets and allocations:

- No Additional Action beyond existing NPDES/EWMP requirements
- Increased Efforts to implement Effective Prohibition of urban runoff in Dry Season
- Non-structural solutions
- Engineered Solutions
- Holistic Watershed Restoration efforts

The following range of future environmental outcomes may occur as a result of the above described steps taken to comply with the current TMDL implementation plan:

- Achieve all TMDL targets
- Achieve all allocations but fail to achieve all targets



- Fail to achieve targets and allocations
- Maintain current ambient conditions

Background concentrations of nutrients and other environmental factors beyond the control of MS4s and other members of the regulated community could result in significant investments that do not result in attainment of desired outcomes.

## Future Regulatory Options

The following outlines future regulatory options:

- Option 1 (status quo) - Execute Existing TMDL Implementation Plan – modify TMDL in the future to be more stringent if actions taken do not achieve benthic community, algal and sedimentation targets (following the approach used in 2013 TMDL and consistent with 1991 USEPA TMDL guidance). Note that the 2013 TMDL incorporated revised nutrient targets that were more stringent because the targets in the 2003 TMDL did not result in the expected outcomes.
- Option 2 - Modify the TMDL (or utilize another regulatory mechanism) to reflect the results of a holistic watershed analysis that focuses on reasonable and attainable regulatory goals and environmental outcomes.

Option 1 does not involve additional study at this time. Permittee's implementation resources would be devoted to prescribed implementation actions under the existing TMDL requirements.

The proposed approach under Option 2 requires stakeholder involvement, watershed-scale assessment of nutrient sources and transformation processes, and development of information and tools to establish the relationship between management options and attainable outcomes.

The specific actions to be taken under the proposed watershed approach include:

- (1) Documentation of a Malibu Creek-specific conceptual model of biostimulatory and biointegrity processes.
- (2) Quantification of important physical, chemical and biological factors influencing biostimulatory processes and biointegrity, including nutrient source loadings (MS4s, POTW, natural sources, on-site wastewater systems, agriculture, etc.), flow, temperature, solar irradiance, etc. through either watershed-specific data synthesis or additional monitoring in the watershed,
- (3) Refinement and use of available Malibu Creek modeling tools (i.e., EWMP hydrology, water quality, and BMP models) to characterize watershed-specific responses to nutrient load management and other management actions and the associated MS4 implementation costs.
- (4) Development of a range of possible management scenarios to control ambient nutrient levels and other important non-nutrient factors.
- (5) Use of available Malibu Creek modeling tools to evaluate the ability to impact aquatic life and recreational beneficial uses through implementation of different management scenarios.
- (6) Identification of highest attainable uses based on consideration of the six factors outlined under 40 CFR 131.10(g) using the information developed through completion of the first five actions.

Key to the above is attention on the six factors identified by USEPA in 40 CFR 131.10(g), which are as follows:

1. Naturally occurring pollutant concentrations prevent the attainment of the use; or
2. Natural, ephemeral, intermittent or low-flow conditions or water levels prevent the attainment of the use, unless these conditions can be compensated for by a sufficient volume of effluent discharge without violating state conservation requirements to enable uses to be met; or
3. Human-caused conditions or sources of pollution prevent the attainment of the use and cannot be remedied, or would cause more environmental damage to correct than to leave in place; or
4. Dams, diversions, or other types of hydrologic modifications preclude the attainment of the use, and it is not feasible to restore the waterbody to its original condition or to operate such modification in a way that would result in the attainment of the use; or
5. Physical conditions related to the natural features of the water body preclude attainment of aquatic life protection uses; or
6. Controls more stringent than those requires by Sections 301(b) and 306 of the Act would result in substantial and widespread economic and social impact.

Studies to address one or more of these six factors would provide essential information in support of one or more of the following regulatory pathways:

- TMDL Amendment – amending the TMDL to reflect reasonably attainable conditions given site-specific characteristics of the Watershed.
- Natural Source Exclusion – demonstrate that natural sources will cause ambient levels that exceed current TMDL (and potential future Statewide Policy) biostimulatory and biointegrity targets.
- Water Quality Standards Variance – provide regulatory relief in the form of a variance, which suspends associated NPDES permit requirements based on a demonstration that the TMDL is not attainable in the near-term given site-specific characteristics of the Watershed.

## Scope of Work

The following outlines a proposed Special Study that will support Permittees in implementing Option 2 as described above using a phased approach. Each phase will require internal engagement with MCW EWMP Group members, external engagement with Regional Water Board staff, and the development of multiple deliverables. All draft and final deliverables will be circulated to the MCW EWMP Group for comment and revision prior to external distribution.

- **Phase 1: Work Plan Development**

**Task 1.1. Regulatory Agency Engagement:** Constructive and consistent engagement with regulatory agencies is key to the development and implementation of an effective special study that will lead to positive regulatory outcomes. As such, development of an overall special study work plan will include engaging the Regional Water Board and potentially the SWRCB and USEPA. The Regional Water Board will be engaged to gain input on the purpose of the special study, the scientific and regulatory approach, and timeline. In the event such engagement is not fruitful, we will explore alternatives for work plan development in a timeframe that will allow for the consideration of the results before the 2021 TMDL deadline.

**Task 1.2. Literature Review and Data Synthesis Summary:** Significant work has been conducted by various parties to characterize conditions in the Watershed relevant to nutrient and benthic community impairments. A comprehensive literature review and synthesis of Watershed specific and relevant non-Watershed studies will be conducted. This effort will support a more comprehensive understanding of the Watershed and ensure resources are focused on obtaining new information and avoid duplicating previously conducted work. The results of this effort will be summarized in a draft memorandum that will be revised and finalized to address comments received.

**Task 1.3. Develop Draft and Final Study Work Plan:** Based on the results of Task 1.2 and input from Regional Water Board staff and other regulatory agencies as part of Task 1.1, a draft Study Work Plan will be developed to serve as an overall guide for the study. The Work Plan will outline the purpose of the special study, overall approach to the efforts, and an associated timeline. Detailed approaches related to modeling scenarios and monitoring will not be included at this stage as they will be developed during Phase 2 as described in detail below. A draft Study Work Plan will be developed and revised based on comments and finalized.

- **Phase 2: Work Plan Implementation**

**Task 2.1. Stakeholder and Regulatory Agency Coordination:** A Stakeholder Advisory Group (SAG) that includes a Regional Water Board staff person will be developed. The SAG will be used to develop the management scenarios to be modeled, evaluate the results of Task 2.3 (Regulatory Assessment) to select the regulatory approach and provide input on the monitoring and modeling scenarios for the remaining tasks.

**Task 2.2. Modeling:** Modeling will be conducted to evaluate a range of management scenarios developed in coordination with the SAG using currently available modeling tools (i.e., EWMP hydrology, water quality, and BMP models). The approach will include (a) development of management questions to be addressed through the modeling effort, (b) development of candidate management actions which will comprise the management scenarios to be modeled, (c) development of watershed management scenarios, and (d) conducting the modeling.

Management questions to be addressed through the modeling effort will include (1) determination of the impacts of specific management actions on water quality and resulting biological outcomes and (2) determination of a range of achievable water quality and outcomes that may result from a range of management measures, including an assessment of the ability to achieve established or proposed targets. Development of information needed to allow performance of California Water Section 13241(c) and 13242 analyses shall be considered. Key considerations will be whether actions can be effectively modeled using existing modeling tools and thereby linked to water quality or biological change in the watershed.

Using the candidate management actions, management scenarios will be designed to address management questions and to isolate the effectiveness of specific management actions. A book-ending approach will be implemented by designing scenarios that reflect planned, plausible and

extreme management actions. Implementation costs associated with the selected modeling scenarios will be developed and used, along with model results, to assess attainability in the context of the six factors identified in 40 CFR 131.10(g).

**Task 2.3. Regulatory Assessment:** After modeling the scenarios, the results will be used to evaluate whether consideration of a Natural Source Exclusion (NSE), Water Quality Standards Variance (Variance), or TMDL modifications based on the modeling results and/or science developed for the Statewide Biostimulatory/Biointegrity Plan would be appropriate based on the initial modeling results. The regulatory assessment will be discussed with the SAG to identify the preferred approach. Once a preferred approach is identified, the regulatory steps and information needs to pursue the selected approach will be developed. Tasks 2.4 through 2.6 are potential tasks that could be necessary to implement the selected approach.

**Task 2.4. Assess Need for Additional Modeling and/or Monitoring to Support Selected Approach:** If an NSE or Variance is selected as the preferred approach, sensitivity analyses will be performed to determine the need for additional data collection to support a refined modeling effort. If a TMDL modification is the preferred approach, the need for additional monitoring and modeling to inform development of alternative targets or allocations will be assessed. The additional modeling could include development of a model for Malibu Lagoon to better assess the impacts of wet weather discharges and the need for wet weather targets and allocations to protect the Lagoon. If no additional modeling or monitoring is needed, efforts would move on to the Regulatory Synthesis (Task 2.7).

**Task 2.5. Monitoring:** Under this task, a monitoring plan will be developed and implemented to collect additional data needed to support the modeling and regulatory efforts. Monitoring could include, but is not limited to, conventional constituents and nutrients, flow, algal percent cover, algal taxonomy and biomass, physical factors that control the growth of algae (stream bank dimensions, canopy cover, and pebble count; and bioassessment (both macroinvertebrate and algal indices)).

**Task 2.6. Additional Modeling:** If the NSE or Variance is the selected approach, run range of management scenarios and identify associated costs using refined models. If the TMDL modification is selected, run model scenarios to assess impacts in the Lagoon and/or to revise the targets and allocations based on the attainability analysis results from Task 3.

**Task 2.7. Regulatory Synthesis:** Use information developed above to develop a regulatory proposal to implement either amend the TMDL, apply an NSE, or adopt a Variance. Completion of efforts related to the selected regulatory proposal would be conducted as part of Phase 3 as described below.

**Task 2.8. Develop Draft and Final Special Study Report:** A draft Special Study Report capturing the results of the Phase 2 efforts will be developed and revised based on comments and finalized.

- **Phase 3: TMDL Revisions or Regulatory Alternative**

**Task 3.1: TMDL Revisions:** Based on the outcome of Phase 2, documentation to support regulatory revisions will be developed. A range of potential documents could be necessary depending on the regulatory proposal selected in Phase 2. If a TMDL revision is the selected regulatory proposal, a TMDL technical report addressing major revisions to the TMDL (e.g., targets, sources, linkage analysis, allocations, and implementation) will be developed for review and comment and finalized. Additionally, draft Basin Plan amendment language could be developed, if so desired.

**Task 3.2: Documentation to Support Alternative Regulatory Revisions:** In the event a TMDL revision is not the selected regulatory proposal, documentation to support application of an NSE outside of the TMDL or a Variance will be developed. The documentation will be in the form of a draft report that will be revised based on comments and finalized.

**Task 3.3: Support through Adoption of Regulatory Revisions:** Once the selected regulatory proposal documentation has been developed, the Regional Water Board will need to act on the information through a publicly noticed hearing. Support will include review of and comment on administrative and tentative resolutions, Basin Plan amendments, and/or NPDES Permits, the development of testimony for an adoption hearing, and participation in an adoption hearing.

## Budget Estimate and Schedule

Table 1 outlines a potential schedule to complete the tasks described above. The schedule may vary to meet additional Malibu Creek Watershed EWMP Group or Regional Water Board requirements, which include CEQA, state peer review, 45-day comment period and placement on the Regional Water Board agenda. Table 2 presents a planning level cost estimate to complete the tasks described above. Note that costs are provided as a range as the desired level of internal and external engagement needs to be discussed with the Group and the modeling, monitoring, and regulatory documentation related costs will be dependent on the outcome of preceding efforts.

**Table 1. Estimated Time Frame to Implement Malibu Creek Watershed Nutrient and Benthic Community TMDL Special Study**

	Task	Number of Months to Complete Task	Time Frame to Complete Task Assuming a Sept 1, 2018 Start Date
Phase 1	Develop Study Work Plan	8	Sept 2018 – Apr 2018
Phase 2	Implement Study Work Plan	24	Sept 2018 – Sept 2020 <sup>1</sup>
Phase 3	TMDL Revisions or Regulatory Alternative	8	Oct 2020 – May 2021

1. Includes time for RB and TAC review can take up a large portion of the schedule.

**Table 2. Planning Level Cost Estimate to Implement Malibu Creek Watershed Nutrient and Benthic Community TMDL Special Study**

Task		Range of Costs <sup>1</sup>	
Phase 1	Develop Study Work Plan	\$85,000	\$105,000
Phase 2	Implement Study Work Plan	\$500,000	\$1,275,000
Phase 3	TMDL Revisions or Regulatory Alternative	\$100,000	\$265,000
	Project Management	\$30,000	\$50,000
	<b>Total</b>	<b>\$715,000</b>	<b>\$1,695,000</b>

1 Costs are provided as a range as the desired level of internal and external engagement needs to be discussed with the Group and the modeling, monitoring, and regulatory documentation related costs will be dependent on the outcome of preceding efforts. The high-end range of costs associated with Phase 2 assume that additional modeling and monitoring will need to be completed for the Special Study. The high-end range of costs associated with Phase 3 assume that a full TMDL revision will be needed and supported through Regional Water Board adoption process.



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

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**DATE:           OCTOBER 31, 2019**

**TO:               HONORABLE MAYOR AND COUNCILMEMBERS**

**FROM:  ROBERT YALDA, P.E., T.E., PUBLIC WORKS DIRECTOR/CITY ENGINEER  
BENJAMIN CHAN, DEPUTY PUBLIC WORKS DIRECTOR**

**SUBJECT:   RECOMMENDATION TO APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH FEHR & PEERS FOR THE DEVELOPMENT OF CRITERIA AND METHODOLOGIES TO COMPLY WITH SENATE BILL 743 TRAFFIC ANALYSIS REQUIREMENTS AND UPDATE OF THE CIRCULATION ELEMENT IN THE GENERAL PLAN IN THE AMOUNT OF \$125,994**

**MEETING**

**DATE:           NOVEMBER 13, 2019**

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**SUMMARY RECOMMENDATION:**

Staff recommends that the City Council approve a Professional Services Agreement (PSA) with Fehr & Peers for the development of criteria and methodologies to comply with Senate Bill 743 Traffic Analysis requirements and update of the Circulation Element in the General Plan in the amount of \$125,994, which includes 10% contingency for unforeseen changes and/or additional work scope.

**DISCUSSION/ANALYSIS:**

The City has been using the level of service (LOS) methodology to evaluate whether traffic related impacts of a new project adversely affects the physical environment under the California Environmental Quality Act. The LOS methodology includes evaluation in managing vehicle traffic movement and gauge intersection and road arterial operations; coordinating planning for future growth; and assessing environmental impacts associated with vehicle movements. In 2013, Senate Bill

743 was signed by the Governor, establishing new legislation which mandates a major change in the California Environmental Quality Act (CEQA) Guidelines for traffic impact analysis. Effective in 2020, the SB 743 legislation requires that local jurisdictions shift from use of LOS for CEQA/environmental review. The shift must focus on regional traffic and on reduction of greenhouse gas (GHG) emissions, rather than auto delay on the local roadway network. As a result, auto delay will no longer be considered a significant impact under CEQA. Reduction of greenhouse gas emissions, development of multimodal transportation networks, and a diversity of land uses must be promoted. Measurements of transportation impacts may include vehicle miles traveled, vehicle miles traveled per capita, automobile trip generation rates, or automobile trips generated on regional traffic and reduce greenhouse gas (GHG) emissions.

On July 18, 2019, Public Works Staff issued a "Request For Proposal" (RFP) to seek a transportation firm to assist the City in developing traffic impact methodologies to comply with SB 743 requirements. The work scope also included updating the Circulation Element in the General Plan.

Three firms responded to the RFP. A committee comprised of staff from Public Works and Community Development Departments as well as an independent outside expert reviewed, evaluated and rated all three firms. In addition, all three firms were invited to an interview with the committee for more detailed discussion on the project scope. The rating criteria included the approach and understanding of the City's needs, conformance to the requirements of the SB 743, prior experience with similar scopes of work, delivery and costs.

Based on the aforementioned criteria, Fehr and Peers ranks first. A copy of the work scope, schedule and budget is included as Attachment A. Fehr & Peer's proposed fee for this project is \$114,540. Staff recommends appropriating a 10% contingency of the total contract value of \$11,454 for additional work scope and potential change orders that are typical with projects of this complexity. Staff is recommending total appropriations of \$125,994 to cover the costs associated with this project.

Staff has checked the references provided in their proposals and has received favorable reports in regards to the competency and reliability of the company. The proposed Professional Services Agreement is included as Attachment B.

Staff anticipates the study to commence in November, 2019 with the estimated completion by the Spring of 2020.



**FISCAL IMPACT/SOURCE OF FUNDING:**

The project is fully funded through Measure M Local Return Fund. Staff has received approval from Metro staff for use of the Local Return fund. The requested funds should be appropriated to the Contractual Service Account (10-332-5252-00) in Department of Public Works for this project and that the budget be modified and adjusted accordingly.

**REQUESTED ACTION:**

Staff recommends that the City Council approve a Professional Services Agreement (PSA) with Fehr & Peers for the development of criteria and methodologies to comply with Senate Bill 743 Traffic Analysis requirements and update of the Circulation Element in the General Plan in the amount of \$125,994, which includes 10% contingency for unforeseen changes and/or additional work scope.

**ATTACHMENTS:**

Attachment A: Fehr & Peers Budget, Schedule and Scope of Work

Attachment B: Professional Services Agreement

## FEE PROPOSAL - CITY OF CALABASAS SB 743 IMPLEMENTATION SERVICES

	Fehr & Peers Labor Hours							Total Hours	Total Cost
	Principal-in-Charge (T. Gaul)	Project Manager (S. Brandenberg)	TDM Specialist	Senior Planner	Modeler	Engineer/Planner	Graphics/Admin Support		
	\$340	\$285	\$200	\$165	\$140	\$135	\$150		
<b>Labor</b>									
1. Kick-Off & Monthly Coordination Meetings	4	20		20				44	\$10,360
2. VMT Metrics & Thresholds	4	16		16	40	40	4	120	\$20,160
3. TDM Mitigation Options	2	6	30	8		16	8	70	\$13,070
4. Prepare TIA Guidelines	4	8		12		8	4	36	\$7,300
5. Transportation Impact Fee Update	6	20		40	62	36	8	172	\$29,080
6. Circulation Element Update	2	6		16			2	26	\$5,330
7. Final Report	2	8		16		4	8	38	\$7,340
8. Public Meetings & Hearings	10	30		20			8	68	\$16,450
<b>Total Hours</b>	<b>34</b>	<b>114</b>	<b>30</b>	<b>148</b>	<b>102</b>	<b>104</b>	<b>42</b>	<b>574</b>	<b>\$109,090</b>
<b>Other Direct Costs</b>									
Reimbursables (communications, reproduction, local travel)									\$5,450
Total Other Direct Costs									\$5,450
<b>Total Cost</b>									<b>\$114,540</b>

**CALABASAS SB 743 IMPLEMENTATION SERVICES SCHEDULE**

	Nov-19	Dec-19	Jan-19	Feb-19	Mar-19	Apr-19	May-19	Jun-19
Task 1 Kick-Off & Coordination Meetings	*	*	*	*	*	*	*	
Task 2 VMT Metrics & Thresholds								
Task 3 TDM Trip Reduction Benefits & TDM Program								
Task 4 Prepare TIA Guidelines								
Task 5 Transportation Impact Fee Update								
Task 6 Circulation Element Update								
Task 7 Final Report								
Task 8 Public Meetings, Events & Hearings			a		a	b	c	

- \* Staff coordination meetings
- a Transportation Commission Meetings
- b Planning Commission Meeting
- c City Council Meeting

# Scope of Work

The scope of work for SB 743 implementation is provided below.

## **Task 1 - Kick-off and Coordination Meetings**

Fehr & Peers will attend a kick-off meeting with City staff. The purpose of the meeting will be to discuss the City's goals and objectives for the study. Fehr & Peers staff will prepare for and attend up to seven internal meetings with City staff (monthly), which could be mix of in-person meetings and conference calls as warranted. We have found that such meetings are critical to City staff making the important decisions regarding methodologies, screening criteria, and impact thresholds that need to be made as the study progresses.

**Deliverable:** City staff kick-off and coordination meetings.

## **Task 2 - VMT Metrics and Thresholds**

### **Travel Demand Modeling**

The 2016 SCAG RTP/SCS model will be used to forecast baseline and future VMT in the City of Calabasas. Fehr & Peers will provide the City with the following data from the SCAG model for review at the outset of the project:

- Socio-economic data (SED) for baseline and future year models by traffic analysis zone (TAZ)
- Roadway network maps, including number of travel lanes and travel speeds

Fehr & Peers will update the SCAG model to reflect the necessary changes to SED inputs and roadway characteristics. No changes to the model's TAZ boundaries are anticipated. We will run the SCAG baseline and future year models with these changes and utilize the model outputs on subsequent tasks. This scope of work does not include a detailed model calibration/validation.

### **VMT Analysis**

Fehr & Peers will analyze existing and projected VMT levels for the City of Calabasas using data from the SCAG RTP/SCS regional travel demand model. We will run the SCAG model to develop existing and future VMT data for the following metrics:

- Citywide VMT
- VMT per capita
- Household VMT per capita
- Work VMT per employee
- VMT per service population

Given the geographic differences between the eastern portion of Calabasas and the western (Las Virgenes) portion of the City, we will also develop such data for different sub-areas of the City. The VMT data for Calabasas will be compared to the SCAG regional average VMT metrics.

This analysis will provide the basis for the development of VMT metric, screening, and threshold options in the subsequent portions of this task.

### **VMT Metrics and Threshold Options for Land Use Projects**

Fehr & Peers will develop VMT impact threshold options for land use projects based on policy goals discussed with Calabasas staff and consistent with SB 743 guidance from the State. The guidelines will describe where and when the selected VMT metrics should be applied. As part of this task, Fehr & Peers will document how the various threshold options would meet the substantial evidence test under CEQA.

### **VMT Screening Options for Land Use Projects**

Fehr & Peers will develop VMT screening options for land use projects based on policy goals discussed with Calabasas staff and consistent with SB 743 guidance from the State. OPR has provided guidance related to several opportunities for screening projects that would generate low VMT, including screening based on project size, retail nature (local-serving versus regional), located in a low-VMT area, and in a transit priority area. The City of Calabasas will need to make decisions regarding the different screening opportunities presented.

### **Case Studies for Land Use Projects**

After developing the VMT threshold and screening options, Fehr & Peers will apply the selected metrics to up five different case studies, to be selected in consultation with City staff. The case studies will be used to evaluate the project-level VMT impacts for a variety of development types and locations as well as the potential to mitigate impacts with TDM strategies/programs as developed in Task 3. Only TDM strategies that have available research supporting quantifiable trip/VMT reductions will be included.

### **Screening and Threshold Recommendations**

Fehr & Peers will summarize the results of the aforementioned tasks in a technical memo that demonstrates how the recommended VMT metrics, screening criteria, and impact thresholds support policy goals to improve the VMT performance of new projects, implement the objectives of SB 743, and meet the substantial evidence standard under CEQA.

The proposed guidelines will clarify the methodology for determining significant impacts, such as projects that induce travel demand or increase VMT per capita. The most appropriate methodology(ies) for quantifying the impacts will be identified as well.

**Deliverable: Technical memo documenting recommended VMT metrics, screening criteria, and impact thresholds.**

### **Task 3 – TDM Mitigation Options**

For projects with VMT impacts, it is important to have mitigation options available for implementation to try and remove or lower the impact. The types of mitigation that affect VMT are those that encourage multimodal travel, reduce the number of single-occupant vehicles generated by the site, or reduce the length of travel. This can be accomplished by changing the land uses being proposed or by implementing TDM strategies. TDM strategies have been determined to be among the most effective VMT impact mitigators. TDM strategies are reductions available from certain types of project site modifications, programming, and operational changes.

The effectiveness of identified TDM strategies will be based on research documented in the 2010 California Air Pollution Control Officers Association (CAPCOA) publication, Quantifying Greenhouse Gas Mitigation Measures (CAPCOA, 2010) as well as more recent available research. Those strategies considered to be most appropriate for use in Calabasas (with both suburban and exurban areas) will be identified. For those strategies with empirical research, methodology(ies) for assessing their effectiveness as CEQA mitigation to reduce VMT will be described. We propose to use Fehr & Peers' TDM+ tool to assist in this evaluation.

The City's travel demand reduction program as described in the Calabasas Land Use and Development Code will be reviewed to incorporate additional strategies that are identified in this task. As a result of this review, technical updates to the City's travel demand reduction program will be suggested.

**Deliverable: Matrix summarizing mitigation options to reduce VMT impacts.**

#### **Task 4 - Prepare Transportation Impact Assessment Guidelines**

Fehr & Peers will revise the City's existing TIA guidelines to incorporate the new procedures necessary to conduct a project-level VMT-based analysis. This update will also include any pertinent evaluation protocols that result from the revised State CEQA Guidelines pursuant to SB 743. This task will include an evaluation of the City's current TIA guidelines and, in consultation with City staff, determining which elements should be carried over. In addition, the revised guidelines will include project components that are critical to Calabasas when evaluating a proposed development project, which could include such items as site access, quality of and impacts on surrounding pedestrian or bicycle infrastructure, queuing at project driveways, level of service analyses for intersections close to the project site, and warrant studies at intersections for traffic signals. After presenting the updated draft procedures to City staff, Fehr & Peers will respond to two rounds of consolidated comments before submitting a final draft.

**Deliverable: Updated transportation impact assessment guidelines.**

#### **Task 5 - Transportation Impact Fee Update**

Fehr & Peers will assist the City of Calabasas in updating the Transportation Impact Fee Program. The City will provide the following:

- Transportation improvement list
- Cost estimates for each project
- LOS/operational benefits for each project (from prior studies)

Fehr & Peers will utilize the SCAG model to develop the nexus between the need for the planned improvements and development's fair-share responsibility towards funding as follows:

- The total number of "new trips" in the City will be calculated based on growth between the SCAG baseline model and future year model.
- A select link analysis will be performed to track the following trip types for each planned improvement: II trips (trips that are internal to the City of Calabasas), IX-XI trips (trips that begin and/or end in Calabasas but have an origin/destination outside the City), XX trips (trips that begin and end outside the City).

Fehr & Peers will meet with the City to review the preliminary findings of the nexus analysis and compare the potential traffic impact fees to the City's existing fees. The need for any additional improvements, such as projects and programs that promote VMT reduction will also be discussed with the City. One round of refinements can be made to the project list.

Fehr & Peers will prepare a report to document the City's Transportation Impact Fees. The report will include a discussion of how the fee program meet's the objectives of the City's Circulation Element and the requirements of SB 743. An outline of the report will be discussed with City staff prior to the submittal of the Draft Report. Following the City's comments on the draft report, a final report will be submitted. The updated Transportation Impact Fees will be presented to decision makers as part of the meetings included in Task 8.

**Deliverable: Transportation Impact Fee Report.**

### **Task 6 - Circulation Element Update**

Fehr & Peers will review the existing Circulation Element of the City of Calabasas General Plan. The intent will be to identify those goals, policies, and objectives of the General Plan that may require updating in support of the SB 743 objectives and the City's updated transportation impact study guidelines. As a result of this review, technical corrections to the Circulation Element will be suggested.

**Deliverable: Suggested changes to City's Circulation Element.**

### **Task 7 - Final Report**

A draft report will be prepared and submitted for City staff review. The report will document the background data and approach used to develop the City's proposed VMT metrics, the proposed screening and threshold criteria, and the proposed updates to the City's TDM program and Circulation Element. The report will include narratives, graphics, maps, and tables as appropriate to display and communicate the information in a manner understandable to both technical experts and laypersons. The report will be revised and finalized in response to up to two rounds of consolidated comments from City staff.

**Deliverable: Draft and final report.**

### **Task 8 - Public Meetings and Hearings**

Fehr & Peers staff will prepare for, attend, and support City staff at the following:

- Two Transportation Commission Meetings
- One Planning Commission Meeting
- One City Council Meeting
- One additional Commission/Council Meeting (as needed)

The fee includes all the meetings listed above. Should the City require Fehr & Peers' attendance at additional meetings not listed above, these will be billed on a time-and-materials basis using our standard billing rates.

**Deliverable: Two Transportation Commission Meetings, Planning Commission Meeting, City Council Meeting, One additional Meeting per City needs.**

**CALABASAS SB 743 IMPLEMENTATION SERVICES SCHEDULE**

	Nov-19	Dec-19	Jan-19	Feb-19	Mar-19	Apr-19	May-19	Jun-19
Task 1 Kick-Off & Coordination Meetings	*	*	*	*	*	*	*	
Task 2 VMT Metrics & Thresholds								
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Task 6 Circulation Element Update								
Task 7 Final Report								
Task 8 Public Meetings, Events & Hearings			a		a	b	c	

- \* Staff coordination meetings
- a Transportation Commission Meetings
- b Planning Commission Meeting
- c City Council Meeting



**FEE PROPOSAL - CITY OF CALABASAS SB 743 IMPLEMENTATION SERVICES**

	Fehr & Peers Labor Hours							Total Hours	Total Cost
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<b>Other Direct Costs</b>									
Reimbursables (communications, reproduction, local travel)									<u>\$5,450</u>
Total Other Direct Costs									\$5,450
<b>Total Cost</b>									<b>\$114,540</b>



CITY of CALABASAS

## PROFESSIONAL SERVICES AGREEMENT

### CONTRACT SUMMARY

<b>Name of Contractor:</b>	<i>Fehr &amp; Peers</i>
<b>City Department in charge of Contract:</b>	<i>Public Works</i>
<b>Contact Person for City Department:</b>	<i>Benjamin Chan</i>
<b>Period of Performance for Contract:</b>	<i>November 13, 2019 – November 12, 2020</i>
<b>Not to Exceed Amount of Contract:</b>	<i>One Hundred Fourteen Thousand Five Hundred Forty Dollars (\$114,540)</i>
<b>Scope of Work for Contract:</b>	<i>Transportation Support Services/SB 743</i>

### Insurance Requirements for Contract:

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

*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.*

yes  no - Is Auto insurance required in this contract?

*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.*

yes  no - Is Professional insurance required in this contract?

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

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

*Worker's Compensation insurance as required by the laws of the State of California.*

Other:

**PROFESSIONAL SERVICES AGREEMENT**  
**(Fehr & Peers)**

**1. IDENTIFICATION**

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

**2. RECITALS**

- 2.1 City has determined that it requires the following professional services from a consultant: *To assist the City with guidelines goals and policies that analyze compliance with SB 743, as well as update the City’s Transportation Demand. Consultant represents that it is full qualified to perform such professional Management and Circulation Element in the General Plan.*
- 2.2 Consultant represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.

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

**3. DEFINITIONS**

- 3.1 “Scope of Services”: Such professional services as are set forth in Consultant’s proposal to City attached hereto as Exhibit A and incorporated herein by this reference.
- 3.2 “Approved Fee Schedule”: Such compensation rates as are set forth in Consultant’s fee schedule to City attached hereto as Exhibit B and incorporated herein by this reference.
- 3.3 “Commencement Date”: **November 13, 2019.**
- 3.4 “Expiration Date”: **November 12, 2020.**

**4. TERM**

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

**5. CONSULTANT'S SERVICES**

- 5.1 Consultant shall perform the services identified in the Scope of Services. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement. In no event shall the total compensation and costs payable to Consultant under this Agreement exceed the sum of **One Hundred Fourteen Thousand Five Hundred Forty Dollars (\$114,540)** 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. **Sarah Brandenburg, Principal** 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.
- 11.1.4 Professional Errors and Omissions Insurance with coverage limits of not less than One Million Dollars (\$1,000,000).
- 11.2 Consultant shall require each of its subcontractors to maintain insurance coverage that meets all of the requirements of this Agreement.
- 11.3 The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A:VII in the latest edition of Best's Insurance Guide.
- 11.4 Consultant agrees that if it does not keep the aforesaid insurance in full force and effect, City may either (i) immediately terminate this Agreement; or (ii) take out the necessary insurance and pay, at Consultant's expense, the premium thereon.
- 11.5 At all times during the term of this Agreement, Consultant shall maintain on file with City's Risk Manager a certificate or certificates of insurance showing that the aforesaid policies are in effect in the required amounts and naming the City and its officers, employees, agents and volunteers as additional insureds.

Consultant shall, prior to commencement of work under this Agreement, file with City's Risk Manager such certificate(s).

- 11.6 Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages.
- 11.7 The General Liability Policy of insurance required by this Agreement shall contain an endorsement naming City and its officers, employees, agents and volunteers as additional insureds. The General Liability Policy required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty days' prior written notice to City. Consultant agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions. If this contract provides service to a Homeowners Association, that Homeowners Association must be listed as an additional insured in addition to the City.
- 11.8 The insurance provided by Consultant shall be primary to any coverage available to City. Any insurance or self-insurance maintained by City and/or its officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.
- 11.9 All insurance coverage provided pursuant to this Agreement shall not prohibit Consultant, and Consultant's employees, agents or subcontractors, from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against the City.
- 11.10 Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of City, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Consultant shall procure a bond guaranteeing payment of losses and expenses.
- 11.11 Procurement of insurance by Consultant shall not be construed as a limitation of Consultant's liability or as full performance of Consultant's duties to indemnify, hold harmless and defend under Section 10 of this Agreement.

## **12. MUTUAL COOPERATION**

- 12.1 City shall provide Consultant with all pertinent data, documents and other requested information as is reasonably available for the proper performance of Consultant's services under this Agreement.



12.2 In the event any claim or action is brought against City relating to Consultant's performance in connection with this Agreement, Consultant shall render any reasonable assistance that City may require.

**13. RECORDS AND INSPECTIONS**

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

**14. PERMITS AND APPROVALS**

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

**15. NOTICES**

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

If to City

City of Calabasas  
100 Civic Center Way  
Calabasas, CA 91302  
**Attn: Benjamin Chan**  
Telephone: (818) 224-1600  
Facsimile: (818) 225-7338

If to Consultant:

**Fehr & Peers**  
**600 Wilshire Blvd., Ste. 1050**  
**Los Angeles, CA 90017**  
**Attn: Sarah Brandenburg, Principal**  
**Telephone: (213) 261-3050 office**  
**(213) 261-3075 direct**  
**Facsimile: (213) 390-394-7663**

With courtesy copy to:

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

**16. SURVIVING COVENANTS**

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

**17. TERMINATION**

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

**18. GENERAL PROVISIONS**

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

Agreement shall be deemed to have been waived by City or Consultant unless in writing.

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

photographs. The city is also authorized, without limitation, to broadcast or re-broadcast the performance(s) on City CTV, through the city's website, news media, or through other forms of media (e.g. streaming).

**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”  
Fehrs & Peers**

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

By: \_\_\_\_\_  
Tom Gaul, Principal

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

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

By: \_\_\_\_\_  
Dr. Gary J. Lysik, City Manager

By: \_\_\_\_\_  
Sarah Brandenberg, Principal

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

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

By: \_\_\_\_\_  
Robert Yalda, Public Works Director

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

Attest:

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

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

Approved as to form:

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

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

EXHIBIT A  
SCOPE OF WORK

# Scope of Work

The scope of work for SB 743 implementation is provided below.

## **Task 1 - Kick-off and Coordination Meetings**

Fehr & Peers will attend a kick-off meeting with City staff. The purpose of the meeting will be to discuss the City's goals and objectives for the study. Fehr & Peers staff will prepare for and attend up to seven internal meetings with City staff (monthly), which could be mix of in-person meetings and conference calls as warranted. We have found that such meetings are critical to City staff making the important decisions regarding methodologies, screening criteria, and impact thresholds that need to be made as the study progresses.

**Deliverable:** City staff kick-off and coordination meetings.

## **Task 2 - VMT Metrics and Thresholds**

### **Travel Demand Modeling**

The 2016 SCAG RTP/SCS model will be used to forecast baseline and future VMT in the City of Calabasas. Fehr & Peers will provide the City with the following data from the SCAG model for review at the outset of the project:

- Socio-economic data (SED) for baseline and future year models by traffic analysis zone (TAZ)
- Roadway network maps, including number of travel lanes and travel speeds

Fehr & Peers will update the SCAG model to reflect the necessary changes to SED inputs and roadway characteristics. No changes to the model's TAZ boundaries are anticipated. We will run the SCAG baseline and future year models with these changes and utilize the model outputs on subsequent tasks. This scope of work does not include a detailed model calibration/validation.

### **VMT Analysis**

Fehr & Peers will analyze existing and projected VMT levels for the City of Calabasas using data from the SCAG RTP/SCS regional travel demand model. We will run the SCAG model to develop existing and future VMT data for the following metrics:

- Citywide VMT
- VMT per capita
- Household VMT per capita
- Work VMT per employee
- VMT per service population

Given the geographic differences between the eastern portion of Calabasas and the western (Las Virgenes) portion of the City, we will also develop such data for different sub-areas of the City. The VMT data for Calabasas will be compared to the SCAG regional average VMT metrics.

This analysis will provide the basis for the development of VMT metric, screening, and threshold options in the subsequent portions of this task.

### **VMT Metrics and Threshold Options for Land Use Projects**

Fehr & Peers will develop VMT impact threshold options for land use projects based on policy goals discussed with Calabasas staff and consistent with SB 743 guidance from the State. The guidelines will describe where and when the selected VMT metrics should be applied. As part of this task, Fehr & Peers will document how the various threshold options would meet the substantial evidence test under CEQA.

### **VMT Screening Options for Land Use Projects**

Fehr & Peers will develop VMT screening options for land use projects based on policy goals discussed with Calabasas staff and consistent with SB 743 guidance from the State. OPR has provided guidance related to several opportunities for screening projects that would generate low VMT, including screening based on project size, retail nature (local-serving versus regional), located in a low-VMT area, and in a transit priority area. The City of Calabasas will need to make decisions regarding the different screening opportunities presented.

### **Case Studies for Land Use Projects**

After developing the VMT threshold and screening options, Fehr & Peers will apply the selected metrics to up five different case studies, to be selected in consultation with City staff. The case studies will be used to evaluate the project-level VMT impacts for a variety of development types and locations as well as the potential to mitigate impacts with TDM strategies/programs as developed in Task 3. Only TDM strategies that have available research supporting quantifiable trip/VMT reductions will be included.

### **Screening and Threshold Recommendations**

Fehr & Peers will summarize the results of the aforementioned tasks in a technical memo that demonstrates how the recommended VMT metrics, screening criteria, and impact thresholds support policy goals to improve the VMT performance of new projects, implement the objectives of SB 743, and meet the substantial evidence standard under CEQA.

The proposed guidelines will clarify the methodology for determining significant impacts, such as projects that induce travel demand or increase VMT per capita. The most appropriate methodology(ies) for quantifying the impacts will be identified as well.

**Deliverable: Technical memo documenting recommended VMT metrics, screening criteria, and impact thresholds.**

### **Task 3 – TDM Mitigation Options**

For projects with VMT impacts, it is important to have mitigation options available for implementation to try and remove or lower the impact. The types of mitigation that affect VMT are those that encourage multimodal travel, reduce the number of single-occupant vehicles generated by the site, or reduce the length of travel. This can be accomplished by changing the land uses being proposed or by implementing TDM strategies. TDM strategies have been determined to be among the most effective VMT impact mitigators. TDM strategies are reductions available from certain types of project site modifications, programming, and operational changes.



The effectiveness of identified TDM strategies will be based on research documented in the 2010 California Air Pollution Control Officers Association (CAPCOA) publication, Quantifying Greenhouse Gas Mitigation Measures (CAPCOA, 2010) as well as more recent available research. Those strategies considered to be most appropriate for use in Calabasas (with both suburban and exurban areas) will be identified. For those strategies with empirical research, methodology(ies) for assessing their effectiveness as CEQA mitigation to reduce VMT will be described. We propose to use Fehr & Peers' TDM+ tool to assist in this evaluation.

The City's travel demand reduction program as described in the Calabasas Land Use and Development Code will be reviewed to incorporate additional strategies that are identified in this task. As a result of this review, technical updates to the City's travel demand reduction program will be suggested.

**Deliverable: Matrix summarizing mitigation options to reduce VMT impacts.**

#### **Task 4 - Prepare Transportation Impact Assessment Guidelines**

Fehr & Peers will revise the City's existing TIA guidelines to incorporate the new procedures necessary to conduct a project-level VMT-based analysis. This update will also include any pertinent evaluation protocols that result from the revised State CEQA Guidelines pursuant to SB 743. This task will include an evaluation of the City's current TIA guidelines and, in consultation with City staff, determining which elements should be carried over. In addition, the revised guidelines will include project components that are critical to Calabasas when evaluating a proposed development project, which could include such items as site access, quality of and impacts on surrounding pedestrian or bicycle infrastructure, queuing at project driveways, level of service analyses for intersections close to the project site, and warrant studies at intersections for traffic signals. After presenting the updated draft procedures to City staff, Fehr & Peers will respond to two rounds of consolidated comments before submitting a final draft.

**Deliverable: Updated transportation impact assessment guidelines.**

#### **Task 5 - Transportation Impact Fee Update**

Fehr & Peers will assist the City of Calabasas in updating the Transportation Impact Fee Program. The City will provide the following:

- Transportation improvement list
- Cost estimates for each project
- LOS/operational benefits for each project (from prior studies)

Fehr & Peers will utilize the SCAG model to develop the nexus between the need for the planned improvements and development's fair-share responsibility towards funding as follows:

- The total number of "new trips" in the City will be calculated based on growth between the SCAG baseline model and future year model.
- A select link analysis will be performed to track the following trip types for each planned improvement: II trips (trips that are internal to the City of Calabasas), IX-XI trips (trips that begin and/or end in Calabasas but have an origin/destination outside the City), XX trips (trips that begin and end outside the City).

Fehr & Peers will meet with the City to review the preliminary findings of the nexus analysis and compare the potential traffic impact fees to the City's existing fees. The need for any additional improvements, such as projects and programs that promote VMT reduction will also be discussed with the City. One round of refinements can be made to the project list.

Fehr & Peers will prepare a report to document the City's Transportation Impact Fees. The report will include a discussion of how the fee program meet's the objectives of the City's Circulation Element and the requirements of SB 743. An outline of the report will be discussed with City staff prior to the submittal of the Draft Report. Following the City's comments on the draft report, a final report will be submitted. The updated Transportation Impact Fees will be presented to decision makers as part of the meetings included in Task 8.

**Deliverable: Transportation Impact Fee Report.**

### **Task 6 - Circulation Element Update**

Fehr & Peers will review the existing Circulation Element of the City of Calabasas General Plan. The intent will be to identify those goals, policies, and objectives of the General Plan that may require updating in support of the SB 743 objectives and the City's updated transportation impact study guidelines. As a result of this review, technical corrections to the Circulation Element will be suggested.

**Deliverable: Suggested changes to City's Circulation Element.**

### **Task 7 - Final Report**

A draft report will be prepared and submitted for City staff review. The report will document the background data and approach used to develop the City's proposed VMT metrics, the proposed screening and threshold criteria, and the proposed updates to the City's TDM program and Circulation Element. The report will include narratives, graphics, maps, and tables as appropriate to display and communicate the information in a manner understandable to both technical experts and laypersons. The report will be revised and finalized in response to up to two rounds of consolidated comments from City staff.

**Deliverable: Draft and final report.**

### **Task 8 - Public Meetings and Hearings**

Fehr & Peers staff will prepare for, attend, and support City staff at the following:

- Two Transportation Commission Meetings
- One Planning Commission Meeting
- One City Council Meeting
- One additional Commission/Council Meeting (as needed)

The fee includes all the meetings listed above. Should the City require Fehr & Peers' attendance at additional meetings not listed above, these will be billed on a time-and-materials basis using our standard billing rates.

**Deliverable: Two Transportation Commission Meetings, Planning Commission Meeting, City Council Meeting, One additional Meeting per City needs.**

**CALABASAS SB 743 IMPLEMENTATION SERVICES SCHEDULE**

	Nov-19	Dec-19	Jan-19	Feb-19	Mar-19	Apr-19	May-19	Jun-19
Task 1 Kick-Off & Coordination Meetings	*	*	*	*	*	*	*	
Task 2 VMT Metrics & Thresholds								
Task 3 TDM Trip Reduction Benefits & TDM Program								
Task 4 Prepare TIA Guidelines								
Task 5 Transportation Impact Fee Update								
Task 6 Circulation Element Update								
Task 7 Final Report								
Task 8 Public Meetings, Events & Hearings			a		a	b	c	

- \* Staff coordination meetings
- a Transportation Commission Meetings
- b Planning Commission Meeting
- c City Council Meeting

EXHIBIT B  
APPROVED FEE SCHEDULE

**FEE PROPOSAL - CITY OF CALABASAS SB 743 IMPLEMENTATION SERVICES**

	Fehr & Peers Labor Hours							Total Hours	Total Cost
	Principal-in-Charge (T. Gaul)	Project Manager (S. Brandenberg)	TDM Specialist	Senior Planner	Modeler	Engineer/Planner	Graphics/Admin Support		
	\$340	\$285	\$200	\$165	\$140	\$135	\$150		
<b>Labor</b>									
1. Kick-Off & Monthly Coordination Meetings	4	20		20				44	\$10,360
2. VMT Metrics & Thresholds	4	16		16	40	40	4	120	\$20,160
3. TDM Mitigation Options	2	6	30	8		16	8	70	\$13,070
4. Prepare TIA Guidelines	4	8		12		8	4	36	\$7,300
5. Transportation Impact Fee Update	6	20		40	62	36	8	172	\$29,080
6. Circulation Element Update	2	6		16			2	26	\$5,330
7. Final Report	2	8		16		4	8	38	\$7,340
8. Public Meetings & Hearings	10	30		20			8	68	\$16,450
<b>Total Hours</b>	<b>34</b>	<b>114</b>	<b>30</b>	<b>148</b>	<b>102</b>	<b>104</b>	<b>42</b>	<b>574</b>	<b>\$109,090</b>
<b>Other Direct Costs</b>									
Reimbursables (communications, reproduction, local travel)									\$5,450
Total Other Direct Costs									\$5,450
<b>Total Cost</b>									<b>\$114,540</b>



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

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**DATE:           OCTOBER 31, 2019**

**TO:               HONORABLE MAYOR AND COUNCILMEMBERS**

**FROM:  ROBERT YALDA, P.E., T.E., PUBLIC WORKS DIRECTOR/CITY ENGINEER**  
**BY:               BENJAMIN CHAN, DEPUTY PUBLIC WORKS DIRECTOR**

**SUBJECT:   RECOMMENDATION TO APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH SIEMENS MOBILITY, INC. TO PROVIDE CITY-WIDE TRAFFIC SIGNAL MAINTENANCE SERVICES FOR A THREE-YEAR TERM IN AN AMOUNT NOT TO EXCEED TWO HUNDRED SEVENTY THOUSAND DOLLARS (\$270,000)**

**MEETING**

**DATE:           NOVEMBER 13, 2019**

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**SUMMARY RECOMMENDATION:**

Staff recommends that the City Council approve a professional services agreement with Siemens Mobility, Inc. to provide citywide traffic signal maintenance services for a three-year term in an amount not to exceed two hundred seventy thousand dollars (\$270,000.00).

**BACKGROUND:**

This report provides a review of the proposals submitted to the City to provide routine/preventive and extraordinary maintenance on the City' traffic signals, flashing beacons and speed display signs.

**DISCUSSION/ANALYSIS:**

Traffic signal maintenance contracts typically provide two types of service: Routine/Preventive and Extraordinary. The following paragraphs describe each:

Routine/Preventive maintenance includes general upkeep of the traffic signal cabinets and equipment and typically occurs on a bi-annual basis and other regularly scheduled intervals. Bi-annual services typically include the following: inside cabinet cleaning, signal timing checks and equipment inspection and testing. It also includes cabinet filter replacement, cable inspection, cabinet lubrication and electrical safety assessments.

Extraordinary maintenance is provided on an as-needed basis and can include the following: repairing damage related to signal knock-downs, vandalism or other accidents, intersection re-wiring, upgrading or replacing signal controllers, replacing vehicular or pedestrian indicators, painting cabinets or signal heads, replacing lenses, detectors, and cameras, repairing interconnect equipment, assisting in new signal installations or modifications and testing conflict monitors. Extraordinary maintenance is billed with hourly costs for labor and equipment and material charges.

City staff issued a Request for Proposal (RFP) for the aforementioned services on October 8, 2019. The City received only one qualified proposal from Siemens Mobility, Inc. (Siemens). Despite staff posting the RFP on the City's website and listed the RFP in the contract vendor bid sites, there is no other proposal submitted beside Siemens. Staff is satisfied with Siemens previous traffic signal maintenance work for the City. Siemens also provides traffic signal maintenance to other jurisdictions such as the City of Malibu.

Therefore, staff recommends offering Siemens as the City's traffic signal maintenance service provider and issue a Professional Services Agreement for a three-year term beginning in January 1, 2020 (See attachment A).

**FISCAL IMPACT/SOURCE OF FUNDING:**

The budget for traffic signal maintenance is included within the Public Works Department's operating budget.

**REQUESTED ACTION:**

Staff recommends that the City Council approve a professional services agreement with Siemens Mobility, Inc. to provide city-wide traffic signal maintenance services for a three-year term in an amount not to exceed two hundred seventy thousand dollars (\$270,000.00).

**ATTACHMENTS:**

Exhibit A - Professional Services Agreement with Siemens Mobility, Inc.



CITY of CALABASAS

**PROFESSIONAL SERVICES AGREEMENT  
(Siemens Mobility Inc.)**

**CONTRACT SUMMARY**

<b>Name of Contractor:</b>	Siemens Mobility Inc.
<b>City Department in charge of Contract:</b>	Public Works
<b>Contact Person for City Department:</b>	Benjamin Chan
<b>Period of Performance for Contract:</b>	January 1, 2020 – December 31, 2022
<b>Not to Exceed Amount of Contract:</b>	\$270,000.00 (Two Hundred Seventy Thousand Dollars)
<b>Scope of Work for Contract:</b>	Traffic Signal Maintenance, Repairs and On-Call Services as needed/required

**Insurance Requirements for Contract:**

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

*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.*

yes  no - Is Auto insurance required in this contract?

*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.*

yes  no - Is Professional insurance required in this contract?

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

*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:*

Other: n/a.



**PROFESSIONAL SERVICES AGREEMENT**  
**Providing for Payment of Prevailing Wages**  
(City of Calabasas/ **Siemens Mobility Inc.**)

**1. IDENTIFICATION**

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

**2. RECITALS**

- 2.1 City has determined that it requires the following professional services from a consultant: **Traffic Signal Maintenance, Repairs, Installation, and On-Call Services on an as needed/required basis.**
- 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 **October 2019** 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 **October 2019** fee schedule to City attached hereto and included within Exhibit A and incorporated herein by this reference.
- 3.3 “Commencement Date”: **January 1, 2020.**
- 3.4 “Expiration Date”: **December 31, 2022.**

**4. TERM**

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

**5. CONSULTANT'S SERVICES**

- 5.1 Consultant shall perform the services identified in the Scope of Services. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement. In no event shall the total compensation and costs payable to Consultant under this Agreement exceed the sum of **Two Hundred Seventy Thousand Dollars (\$270,000.00)** 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. **Shenoa Townsend** 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. If this contract provides service to a Homeowners Association, that Homeowners Association must be listed as an additional insured

in addition to the City.

- 11.8 The insurance provided by Consultant shall be primary to any coverage available to City. Any insurance or self-insurance maintained by City and/or its officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.
- 11.9 All insurance coverage provided pursuant to this Agreement shall not prohibit Consultant, and Consultant's employees, agents or subcontractors, from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against the City.
- 11.10 Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of City, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Consultant shall procure a bond 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: Benjamin Chan**  
Telephone: (818) 224-1600  
Facsimile: (818) 225-7338

If to Consultant:

**Siemens Mobility, Inc.**  
**1026 E Lacy Avenue**  
**Anaheim, CA 92805**  
**Attn: Shenoa Townsend**  
**Office: (714) 254-1060**

With courtesy copy to:

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

**16. SURVIVING COVENANTS**

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

**17. TERMINATION**

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

**18. GENERAL PROVISIONS**

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

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

By: \_\_\_\_\_  
Michael J. Hutchens, Operations Manager, West

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

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

By: \_\_\_\_\_  
Dr. Gary J. Lysik, City Manager

By: \_\_\_\_\_  
Steven M. Teal, Director of Service

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

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

By: \_\_\_\_\_  
Robert Yalda, Public Works Director

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

Attest:

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

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

Approved as to form:

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

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

EXHIBIT A  
SCOPE OF WORK

#### **4. Understanding of Scope of Work and Work Proposal**

Through multiple incarnations of this service business (SMI, Republic Electric and now Siemens Mobility Inc.) and numerous years of field and office experience in the area, our field and management personnel have developed a unique and broad perspective of the needs of the traffic signal maintenance industry in California.

With that stated, every contract is different and we strive to continually develop processes that not only comply with the requirements of the contracts that we serve, but to help fill the gaps and modify our processes as the needs for our clients evolve. Infrastructure changes, Siemens understands that and we as a company are highly adaptable to change. We have a plethora of industry specific tooling that allows us to state with 100% confidence that we will have no problem in this area. This coupled with our strong relationships with industry leading subcontractors, allows us to service all aspects of this particular contract.

#### **Scope of Work and Proposal Items**

Siemens will provide preventive maintenance, schedule repairs, and emergency repairs to traffic signals, traffic signal equipment, safety street lights, and other related equipment by duly trained and qualified personnel. All preventive maintenance will be billed at an established flat rate, with additional emergency work/unscheduled repair paid at hourly labor rates and vehicle and equipment rates, in accordance with the cost proposal per this RFP. An inability to provide preventive maintenance to each traffic signal communication equipment, traffic control devices and safety street light may cause Siemens to be subject to liquidated damages.

Siemens will provide and maintain emergency service response of the City's traffic signals and safety lights on a twenty-four (24) hour a day, seven (7) days per week basis, including all holidays.

Siemens must provide vehicle(s) to be used by Siemens Technicians which will be equipped with a warning beacon/strobe lights; traffic cones; construction warning sign; a hydraulic bucket capable of reaching a height of at least twenty-eight (28) feet from the roadway surface.

Siemens will possess, and have readily available in functioning order, all required tools, equipment, apparatus, facilities, and materials needed to perform all work necessary to maintain and repair the traffic signals, traffic safety lights, communication equipment and other speed feedback devices in the City in compliance with current Caltrans and County of Los Angeles standards and specifications. All excess materials and equipment in Siemens inventory will be the property and responsibility of Siemens until such materials or equipment is used or installed in the City. Siemens will furnish temporary flashing beacons and other (portable) replacement equipment for non-operational traffic signals. Siemens furnished temporary spare equipment will be equivalent to the component being replaced in manufacture, make, and model. Siemens will provide traffic control/lane closures that conform to Federal Highway Administration (FHWA) – California Manual on Uniform Traffic Control Devices (CAMUTCD).

Siemens will not represent the City in matters of policy or procedures under this contract, will not make any reference to City policy or procedures, and will refer all questions or inquiries from the public regarding policy and procedures, or terms and conditions of this contract to the City. Siemens will be required to maintain any additional traffic signals, lighted crosswalks, and appurtenant devices as they are installed, or become a part of the maintenance requirements to the City.

#### **Preventive Maintenance**

Siemens will provide comprehensive preventive maintenance services semi-annually. This is designed to minimize the incidence of outages and malfunction and to extend the useful life of the traffic signal equipment. Siemens will be required to furnish and use a preventive maintenance checklist form approved by the City. Siemens will provide one electronic copy of the maintenance checklist to the City following each inspection, to maintain a copy of the checklist in the traffic signal controller cabinet, and to maintain a copy of the maintenance checklist at Siemens office of records.



### **Signal Repair**

Siemens will investigate and determine the corrective requirements for each reported malfunction, failure, or outage of the traffic signal system. The equipment and components will include but are not limited to all appurtenant devices inside the controller cabinet, wiring to the signal and safety light poles, signal indications, communication devices, wireless radios, speed feedback signs and signal safety lights including all photoelectric cells.

This work will be performed in accordance with the unit cost provided in the Cost Proposal (Appendix A) in this Solicitation. For any work not covered by the Cost Proposal in this Solicitation, Siemens will submit a cost proposal to the City prior to performing any corrective work. The City reserves the right to furnish supplies, materials, and installed equipment required for performance of the work.

### **Emergency Response Work**

The City may request that Siemens perform emergency response work on the traffic control system. Siemens will provide and maintain emergency service response on a twenty-four (24) hour a day, seven (7) days per week basis (24/7), including all holidays. This work will be performed on a time and materials basis in accordance with the unit cost provided in the Cost Proposal in this Solicitation. Siemens will provide the City with a contact name and phone number of personnel responsible for 24/7 services.

### **Maintenance Records/Activity Log**

Siemens will create and maintain a log of all the maintenance provided at the intersection. The log will be completely filled out during each routine maintenance inspection and during any time repairs are made to the controller or any related equipment in the controller cabinet or the signal equipment at the intersection (detector loops, pedestrian heads, signal heads, lenses, lamps and signal poles, etc.).

### **Response and Service**

Siemens will provide response and service on a twenty-four (24) hour, seven (7) day per week basis. Immediate action will be taken to safeguard the public any time a signal installation becomes partly or totally inoperative from any cause whatsoever. Siemens will provide the City with a contact name and phone number of personnel responsible for 24/7 services. The maximum response times shall be as follows:

1. Emergency and accident maintenance – two (2) hours
2. Replacement of burned out signal faces – four (4) hours
3. All other signal maintenance – twenty-four (24) hours
4. Safety Lighting – forty-eight (48) hours
5. Illuminated Street Name Signs – forty-eight (48) hours

Signal on flash, signal blackout not caused by a power outage, and any malfunction of pedestrian signals will constitute an emergency. The City may extend the maximum response time for maintenance on a case-by-case basis if the signal remains operational in a satisfactory manner and the condition poses no immediate hazard to the public.

### **Signal Shut Down and Signal on Flash**

Siemens will immediately notify the City's Public Works Department and LA County Sheriff Department (Lost Hills Station) of any signal turn-offs or signal on flash necessitated by their operation. Signal shut down of any duration and signal on flash operation in excess of fifteen (15) minutes must be first authorized by the City's Public Works Department.

### **Spare and Salvaged Equipment**

Siemens will maintain adequate storage and shop facilities and sufficient stock of spare parts and signal equipment to affect maintenance to the signals. Siemens will maintain at least one fully tested standby controller that is compatible with the City's system. Any material or equipment declared non-salvageable by Public Works Department will be taken from the City and disposed of properly by Siemens and at Siemens cost. Otherwise, the Siemens will deliver any salvaged or salvageable equipment or material to the location in the City as directed by the City. Components such as mast arms and luminaries that are undamaged may be reused at the direction of the City.

### **Emergency Response**

Emergency response call outs and unscheduled repairs are initiated by calling our toll free emergency phone number, **1-800-229-6090** (this will be a live dispatcher 24 hours a day, 7 days a week).

Our technicians are equipped to handle traffic signal system repairs including, but not limited to:

- Downed signal heads and poles
- Blacked out Intersections
- Intersections in flash
- Burned out lamps/LEDs
- Damaged controller and/or cabinets
- Safety lighting outages
- Phasing and detection calls
- Underground wiring troubleshooting
- Planned power outages
- Other operational equipment related issues

When dispatched, the technician will arrive within the below contracted response time to assess and correct the reported problem.

- Emergency and accident maintenance – one (1) hour
- Replacement of burned out signal faces – two (2) hours
- All other signal maintenance – twenty-four (24) hours
- Safety Lighting – twenty-four (24) hours
- Illuminated Street Name Signs – forty-eight (48) hours

### **Extraordinary Services**

In addition to our preventative maintenance program and emergency response capabilities, Siemens will provide other extraordinary services in accordance with the City's requirements. These services may include, but are not limited to: traffic signal loop replacements, repair and replacement of illuminated street name signs, damaged underground conduit and/or signal conductors (including signal interconnect), traffic signals and poles, battery back-up equipment (including replacement of batteries), in-pavement flashing pedestrian crosswalk warning lights, and other improvements or modifications performed with prior approval.

## Our Approach

Our approach is simple; we work diligently with our cities to develop and evolve the systems of communication and to hone in on their needs as a customer. It is always the goal of Siemens Mobility Inc. to structure our service around each individual Customer's needs. We understand that throughout the term of a contract of this type, those needs may change so we approach all of our contracts with the same simple vision; build a partnership with the City's staff and work towards achieving common goals set forth through that partnership. This is an ever evolving process and that is why we believe that the only successful route is through establishing these common goals. Our methodology and a commitment to service will be applied to every aspect of our services for the City of Calabasas and we strive to continually evolve this concept.

Response times as requested in the RFP are easily met due to the City of Calabasas's central location to our territory here in Southern California. We have a large staff and a customer base that allows us to be near or even in the city at all times. Response times of less than one hour are commonplace with our service group and are what we strive for. These times would simply not be possible if not for the fact that we have numerous highly qualified technicians, all equipped with bucket trucks and a rolling stock of materials, working throughout the territory. In a nutshell, if we aren't already there, we are always nearby which makes the one hour as requested in the RFP very easy to accommodate.

As stated above, response times are not an issue; this pertains to after-hours calls as well. All of our staff live throughout the area and take their vehicles home daily. We have numerous on-call technicians working/ available 24 hours a day. Both our standard phone lines and our toll free **1 (800) 229-6090** are answered around the clock 365 days a year. We also encourage direct contact with individuals responsible for the contract such as the technician or superintendent in the event that the city believe that information can more easily transferred.

## What Sets Us Apart

Though there are many reasons we feel that we are the best choice, listed in the following pages are just some of the remaining highlights that we feel we make us the better prepared and more qualified service provider to serve the needs of the City of Calabasas.

## Testing Services

Our laboratories specialize in controller and cabinet system testing and support services including, but not limited to conflict monitor testing and certification. Siemens' local testing facility is located in Riverside, California. Our facility have the ability to test and certify more than five (5) TS-1 or TS-2 Type control cabinet assemblies simultaneously. Our laboratory has all tools and spare parts available to allow our lab technicians to troubleshoot, test and repair typical traffic signal controllers and apparatus as long as it's found to be both economically and time wise beneficial to the City.

Our facilities service all types and brands of traffic signal control equipment including Caltrans Standard, NEMA TS-1 and TS-2 and ITS equipment. Siemens' laboratory personnel include degreed IMSA certified traffic signal technicians and certified Electricians. Our Field technicians perform all traffic signal related tasks with decades of cumulative traffic signal test and repair experience.



## **Fiber Optic Repair, Installation, Maintenance Services**

Siemens has a dedicated fiber optic placement, troubleshooting, and emergency repair team available for the City of Calabasas. The team is fully equipped to perform OTDR testing, troubleshooting, fusion splicing, and any documentation needs for the City. Siemens' fiber optic team was responsible for successfully upgrading all CCTV cameras and bringing in the fiber optic infrastructure into the new Caltrans District 8 Traffic Management Center in San Bernardino.

## **Material Inventory**

Siemens maintains an extensive inventory of traffic signal and streetlight equipment including controllers, cabinets, load switches, signal heads, poles, LED indications, luminaries (HPS, MH, MV LPS and LED), service enclosures, controller cabinets and other miscellaneous parts. This extensive inventory combined with our vast experience and testing facilities enable Siemens to repair or replace damaged equipment expeditiously and professionally.



Siemens employees will be equipped with all spare parts necessary to place a signal system back in operation for all trouble calls, including sensing devices for induction loop detectors. No permanent or temporary change of controller mechanisms will be done without prior approval of the City except in case of an emergency. Siemens will notify the City that the equipment was removed and replaced with approved spare equipment. Inventory levels are maintained in order to accommodate each individual Customer's needs. Siemens continually monitors and modifies inventory levels as required by current maintenance and repair.

## **Spare equipment available to the City of Calabasas**

Below is a list of spare equipment that is on-hand and available for the City of Calabasas:

- 15 – Model 170E signal controllers
- 10 – 2070 controllers
- 25 – NEMA controllers (such as Econolite ASC3, ASC2-S, Siemens M50, M60, and Traconec 390CJ)
- 25 – 24VDC Power Supply's
- 25 – Malfunction Management Units (MMU)
- 20 – Conflict Monitors (CMU)
- 30 – Flash Transfer Relays
- 150 – Load Switches
- 60 – Detectors
- 250+ of each type – Replacement LED lamps (Red/Yellow/Green)
- 250+ – LED pedestrian signals
- Ordered on an as-needed basis (15+ batteries in stock) – Speed feedback and batteries
- 50 – ADA compliant pedestrian activation buttons

## USA Dig Alert

Siemens has in-house underground utility locators that will respond to all Underground Service Alert (USA) requests/notices or at the request of City staff for the marking and protection of traffic signal underground facilities such as traffic signal and electrical conduit; interconnect facilities, loops, street light conduits, and other appurtenant equipment which may conflict with other right-of-way construction or repairs. Our technicians are equipped and certified with the proper locating devices provided by Metrotech.



## Loop Installation

Siemens is one of the only local maintenance providers with an in-house Loop installation crew. We have the capability to handle any size loop installation job from a single loop to a full intersection on relatively short notice.

## Industry Specific Tools

Siemens owns the following equipment used for various ITS components:

- Two ATSI PCMT 8000 Conflict Monitor (CMU) and Malfunction Monitor (MMU) Test and Certification Units
- Two ATSI PCMT 2600 Conflict Monitor (CMU) and Malfunction Monitor (MMU) Test and Certification Units
- Fiber Optic Fusion Splicer w/ Cleaver
- OTDR Tester
- LED lumens Testers/various brands
- Multiple Metrotech Underground Locators (USA Dig Alert)



## Vehicles & Equipment

Siemens owns and operates approximately 100 service vehicles of various types and sizes in the State of California, the bulk of which are located in Southern California. All technicians are assigned vehicles which are taken home daily in order to ensure rapid response in case of emergency. To help ensure safety, Siemens uses hydraulic bucket trucks with aerial lifts which are OSHA approved, inspected and certified as required by law. All drivers are trained through the Sentry Program for Insulated Devices. In addition to bucket trucks, Siemens also owns many construction vehicles such as: towable arrow boards, towable air compressors, towable changeable message signs, Bobcat with auger & backhoe attachments, all required hand tools, and many other items for maintenance and construction. The list below shows our fleet in Southern California and its respective proximity from the City of Calabasas.

**Siemens Vehicles and Equipment**

Area	Employee Name	Vehicle No.	Year	Make	Description
Technical Support	Minh Tran	V3061	2011	Ford	Pickup
	Matthew Hullin	V061	2014	Ram	Pickup
Orange County	Kevin Daxon	V079	2017	Ford	45' Insulated Bucket Truck
	Francisco Alvarado	V078	2017	Ford	45' Insulated Bucket Truck
	Niam Yanie	57-41570586	2017	Ford	45' Insulated Bucket Truck
	Rodrigo Gonzalez	V050	2013	Ford	Econoline Van
	Benjamin Phillips	77-36287313	2017	Ford	42' Insulated Bucket Truck
	William Eichmann	V074	2017	Ford	45' Insulated Bucket Truck
	David Elias	57-16707258	2011	Dodge	40' Non-Insulated Bucket Truck
San Bernardino/ Riverside County	Alberto Ramirez	V082	2017	Ford	45' Insulated Bucket Truck
	Christopher Franco	V083	2017	Ford	45' Insulated Bucket Truck
	Jorge Luviano	V081	2017	Ford	45' Insulated Bucket Truck
	Neale Ramos	47-22406942	2012	Ford	42' Insulated Bucket Truck
	Samson Monte	V084	2017	Ford	45' Insulated Bucket Truck
	Timothy Walker	V075	2017	Ford	45' Insulated Bucket Truck
	Brandon Meidl	57-16707256	2011	Dodge	40' Non-Insulated Bucket Truck
	Gabriel Knutson	V085	2017	Ford	45' Insulated Bucket Truck
Los Angeles County	Ben Lokken	47-19322329	2011	Ford	40' Non-Insulated Bucket Truck
	Gerardo Anguiano	V076	2017	Ford	45' Insulated Bucket Truck
	Emigdio Cervantes	57-20910276	2017	Ford	40' Non-Insulated Bucket Truck
	Linda McNeill	57-20910286	2012	Ford	42' Insulated Bucket Truck
	Micheal Ortega	V077	2017	Ford	45' Insulated Bucket Truck
	Dennis Kyle	57-16711733	2011	Dodge	40' Non-Insulated Bucket Truck
	Yolanda Bejarano	V197PK	2009	Ford	Econoline Van
Utility/ Construction	Christopher Slocum	V019	2017	Ford	45' Insulated Bucket Truck
	Colin Landis	V069	2017	Ford	45' Insulated Bucket Truck
	Son Le	57-20910290	2017	Ford	42' Insulated Bucket Truck
	Nathaniel Baker	57-27077547	2013	Ram	42' Insulated Bucket Truck
	Jeff Willis	57-41570570	2016	Ford	42' Insulated Bucket Truck
	Timothy Kosman	V070	2017	Ford	45' Insulated Bucket Truck
	David Molino	V037	2012	Ford	Utility/Construction Service Truck
	Pedro Yanez	V3060	2011	Ford	Utility/Construction Service Truck
	Cecil Terry Jr.	V034	2012	Ford	Utility/Construction Service Truck
	Craig Yanes	V015	2011	Ford	Utility/Construction Service Truck
	Hugo Munoz	V026	2012	Ford	Utility/Construction Service Truck
	Chad Newton	V036	2012	Ford	Utility/Construction Service Truck
	Johnathon Burgess	V6022	2009	Chev	Utility/ Const. Truck
	Jose Robles Herrera	57-39702400	2016	Ram	45' Insulated Bucket Truck
	Olsen Garcia	V031	2012	Ford	Utility/Construction Service Truck
	Casey Garcia	V251SZ	2012	Chev	Service Truck
	Mark Medina	V3064	2011	Ford	Pickup
Michael De La Riva	V3052	2009	Ford	40' Non-Insulated Bucket Truck	

**Additional/Pooled Vehicles**

Vehicle No.	Year	Make	Type	License
V093	2016	Ford	4 Yard Dump Truck	CA 37946C2
V052	2014	Freightliner	Crane Truck	CA 41167M1
V3063	2011	Ford	Pickup Truck	CA 89537C1
V3064	2011	Ford	Pickup Truck	CA 44932L1
V023	2005	Ford	3 Yard Dump Truck	CA 7R94547
V3033	2002	GMC	7 Yard Dump Truck	CA 7A52545
57-20910295	2012	Ford	42' Non Insulated Bucket Truck	CA NRF1-0915
47-11832323	2008	Ford	Utility/Construction Service Truck	IN 1093034

**Available Construction Equipment**

Equip. No.	Year	Type	License
AB588	2014	Arrow Board (Towable)	CA NRF1-0915
CCS1	2011	GP Concrete Saw (Circle Saw)	N/A
TR311	2004	MLBLT Trailer	CA 4KE1864
AB584	2014	Changeable Message Sign (Towable)	TBD
AB587	2014	Changeable Message Sign (Towable)	TBD
HM341	2000	Crafco Hot Melt Machine	TBD
AC313	1999	Ingersoll Rand DP Air Compressor	CA SE618073
AB321	1999	Allmand 25 Lamp SP Arrowboard (Towable)	TBD
TR511	1980	Cable Trailer	CA 2FE4803
M311	2009	Cimline Loop Sealing Hot Melt Machine	CA SE560124
VAC311	2009	Ditch Witch 800gal Vacuum (Towable)	CA 4LE8242
AC312	2008	Airman DP Air Compressor (Towable)	TBD
TR315	2007	Ziemann 1170 Tilt Deck Trailer	CA 4JE2941
AC060131	2007	Sullair Air Compressor (Towable)	CA SE600037
TR312	2007	Individual Conductor (Wire) Trailer	CA 4FU2188
AC290018	2007	Sullair Air Compressor (Towable)	CA SE600038
AC321	2006	Sullair Air Compressor (Towable)	CA SE600034
AB312	2006	Allmand 25 Lamp SP Arrowboard (Towable)	CA SE613989
AC341	2005	Ingersoll Rand DP Air Compressor	CA SE600022



## Communication and Teamwork

At Siemens, we are your partner. Our project management team as well as our field personnel will be constantly communicating with the City representatives and we will follow all communication/notification requirements as set forth and agreed upon. Routine monthly meetings will be key to ensure that everyone is on the same page, not only for system status but to make sure that we are on track with the City's budget and that we are serving the citizens of the City of Calabasas to the highest level possible.

Siemens employees working for the City will be equipped with any necessary communication devices in order to keep our City liaison(s) informed at all times. Currently, all of our staff is outfitted with an Android device that will enable them to send, and receive real-time information as well as text, email and phone capabilities.

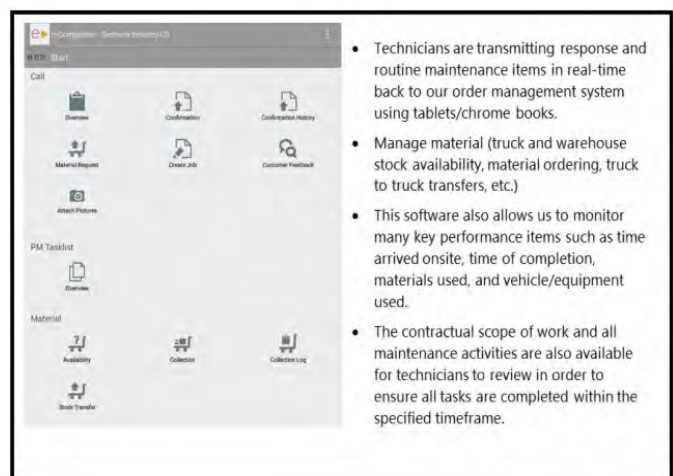
Siemens recognizes that speed, efficiency, and comprehensive service are the keys to customer satisfaction in our industry. With this in mind, we are constantly seeking innovative ways to improve our service delivery. We have developed an in-house suite of applications that represent what we believe to be the forefront of customer account management and maintenance tracking in our industry.



## Traffic Signal Service Management System

All maintenance activities will be documented on the cabinet log and in their handheld device which is wirelessly communicating to our maintenance server enabling our customers to view all progress in real time.

Siemens utilizes a proprietary management system that we refer to as **mCompanion**. This software is used to dispatch work orders and to track the progress of all work. Our technicians are now transmitting service response items (preventative maintenance, emergency calls, scheduled extraordinary repairs, etc.) in real-time back to our traffic signal maintenance and management system using a handheld device. This allows our customers to view all work orders in real time through our Customer Portal. This software also allows us to monitor many key performance items such as time arrived onsite, time of completion, materials used, and vehicle/equipment used. This information is then pulled into our internal processing system which features a secure web portal that the City can access in order to obtain progress on technician work for call outs and maintenance activities as well as a list of assets, asset map, real-time status of scheduled maintenance and service request calls, history per functional location, real-time equipment inventories, maps and event reporting as well as digital photographs of equipment. Detailed training of our management system is available anytime.





## Reporting and Record Keeping

### Detailed Billing/ Activity Reports

In addition to our Customer Portal, which was outlined above, the City will receive a detailed billing report in PDF and Excel formats on or before the 15<sup>th</sup> day for the prior month. Each invoice will lists the description, response, caller information, and the labor, equipment and materials billed for each location.

TS B - Merrill / Bloomington / Riverside					
Date Completed: Fri, MAR/18/2016 01:00 Work Order #: 5002764108 Debit Memo Req. 3801177197					
Description: NEC POLE KD * CALLER: PD					
Response: REMOVED DAMAGED EQUIPMENT. DRILLED & INSTALLED NEW 1D POLE, TV2T, TWO 3 SEC. PV HEAD S WITH ARROW LENSES, 2 R, 2 Y & 2 G PV LEDS, COUNT-DOWN COMBO M8 LED. RE-USED PEDHEAD & PPB ASSY. REPLACED PPB AND DIRECTIONAL PLATE. OLD S/H WEREN'T PROGRAM. WILL FOLOW UP WITH BALL LENSES & PROGRAM S/H'S IF CITY WANT THEM PROGRAMMED.					
Item:	Qty and Unit Cost			Extra Charges	Routine Maint.
ELECTRICIAN (RT)	12.000	H @	per H	\$	\$ 0.00
ELECTRICIAN (OT)	8.000	H @	per H	\$	\$ 0.00
ELECTRICIAN (PT)	6.000	H @	per H	\$	\$ 0.00
SERVICE BUCKET TRUCK	26.000	H @	per H	\$	\$ 0.00
MATERIALS	1	PC @	per PC	\$	\$ 0.00
Visit Total				\$	\$ 0.00
Total				\$	\$ 0.00

## Intersection Records

We will maintain permanent service records at each signalized intersection documenting all preventative maintenance visits, as well as all ongoing work, operations and hardware malfunctions, repairs and configuration work. An example of our cabinet log (intersection record) is below:

SIEMENS		CABINET LOG		
CA Lic. 758796	_____ AND _____		# _____	
DATE MM/DD/YY	TIME ARRIVE	TIME DEPART	DESCRIPTION OF WORK PRERFORMED	NAME

EXHIBIT B  
APPROVED FEE SCHEDULE

**COST PROPOSAL SCHEDULE  
TRAFFIC SIGNAL MAINTENANCE SERVICES  
IN THE CITY OF CALABASAS**

The cost of the work shall include furnishing all necessary personnel, vehicles, equipment, supplies and tools needed in support of the scope of services contained within this bid. Nothing in the specification shall implicitly or explicitly require the City to provide any personnel, vehicles, equipment, supplies or tools to the Contractor in performance of scope of work. All vehicles and equipment shall be kept in a clean and well maintained condition while operating within the city. Contractor shall ensure that each vehicle is inspected daily for safety related items, and that a record of the vehicle inspection shall be kept with the vehicle at all times the vehicle is operating within the city. Contractor shall meet all applicable local, state and Federal clean water laws, rules and regulations including but not limited to all conditions set forth in the Los Angeles County National Pollution Discharge Elimination System Permit and all Best Management Practices set forth by the City in compliance with NPDES requirements.

1.Semi-Annually inspection cleaning and adjustment of control unit and cabinet, including removal of accumulated dirt and debris, inspection and cleaning of seals and drains. Contractor shall also test the actuation system (traffic loops or other traffic sensing system), pedestrian signals, and pushbuttons.

ANNUAL COST FOR SEMI-ANNUALLY INSPECTION PER INTERSECTION:\$ 162.00

2. Replacement of Traffic Safety Lights

COST PER LAMP/LED REPLACEMENT (MATLS AND SUPPLIES): \$ 15.00

*COST FOR HPS COBRA HEAD FIXTURE (MATLS AND SUPPLIES) WILL BE: \$ 230.00*

*COST FOR LED FIXTURE (MATLS AND SUPPLIES) WILL BE: \$ Cost + Markup*

3. Replacement of any failed vehicular and pedestrian indication as identified during inspection or call-out by the City

COST PER TRAFFIC SIGNAL LED (BALL OR ARROW) (MATLS AND SUPPLIES): \$ 45.00

COST PER PEDESTRIAN INDICATION MODULE (MATLS AND SUPPLIES):\$ 100.00

4. Repair or replacement of any failed critical system component as identified during inspection or call-out by the City. Materials and components shall be priced on actual cost plus applicable sales taxes and delivery charges. **Contractor shall be allowed a 10% mark-up on the total cost of component.** Contractor shall submit copies of receipts for all materials and components with invoice.

FULLY BURDENED LABOR RATE PER HOUR: \$ 159.00 / hour.

5. Repairs or replacement of illuminated street-name signs and other lighting replacement as identified by the City. Materials and components shall be priced on actual cost plus applicable sales taxes and delivery charges. Contractor shall be allowed a 10% mark-up on the total cost of component. Contractor shall submit copies of receipts for all materials and components with invoice.

FULLY BURDENED LABOR RATE PER LIGHT: \$ 80.00 / light.

**EMERGENCY RESPONSE SERVICES AND/OR REQUEST SERVICES**

List the position titles and responsibilities of personnel that will be providing emergency response services to the City per this RFP.

PERSONNEL

Position	Hourly Rate	Overtime Rate	Premium Time
Title: <u>Superintendent</u> Description: <u>Oversees Field Crews and assistant with job preparation</u>	\$ <u>80.00</u>	\$ <u>80.00</u>	\$ <u>80.00</u>
Title: <u>Construction Foreman</u> Description: <u>Direct Supervisor in the Field</u>	\$ <u>140.00</u>	\$ <u>170.00</u>	\$ <u>198.00</u>
Title: <u>Engineering Technician / Specialist</u> Description: <u>Technical Support / Special Projects</u>	\$ <u>140.00</u>	\$ <u>170.00</u>	\$ <u>198.00</u>
Title: <u>Traffic Signal Technician / Electrician</u> Description: <u>Performs Preventative Maintenance and responds to call outs</u>	\$ <u>135.00</u>	\$ <u>160.00</u>	\$ <u>186.00</u>
Title: <u>Street Light Technician</u> Description: <u>Executes Streetlight Projects</u>	\$ <u>95.00</u>	\$ <u>110.00</u>	\$ <u>130.00</u>
Title: <u>Communication Technician</u> Description: <u>Fiber Optics and Interconnect Support</u>	\$ <u>135.00</u>	\$ <u>160.00</u>	\$ <u>186.00</u>
Title: <u>Groundman</u> Description: <u>Digging, Trenching, Etc. under Supervision of Foreman</u>	\$ <u>109.00</u>	\$ <u>150.00</u>	\$ <u>150.00</u>
Title: _____ Description: _____	\$ _____	\$ _____	\$ _____

<u>EQUIPMENT:</u>	Hourly Rate
Description: <u>Service Truck</u>	\$ <u>28.00</u>
Description: <u>Bucket Truck</u>	\$ <u>30.00</u>
Description: <u>Crane</u>	\$ <u>55.00</u>

**Regular, Overtime, and Premium time explanation:**

- Regular Hours are: Monday thru Friday (excluding holidays) from 7:30am to 4:00pm.
- Overtime Hours are: Monday thru Friday after these work hours for the first four straight hours on any job as well as Saturday for the initial 8 working hours.
- Premium Hours are: Monday thru Friday after four hours of OT on any one job, Saturdays after 8 hours on any one job, all day Sunday starting at 12:00am until Monday at 7:30am and all holidays starting at 12:00am until the next morning at 7:30am.

**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)



Approved by City Manager:

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

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**DATE: NOVEMBER 4, 2019**

**TO: HONORABLE MAYOR AND COUNCILMEMBERS**

**FROM: [Signature] ROBERT YALDA, P.E., T.E., PUBLIC WORKS DIRECTOR/CITY ENGINEER**  
**BY: JOSE LUIS HERNANDEZ, SENIOR PUBLIC WORKS INSPECTOR**

**SUBJECT: RECOMMENDATION TO APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH CLEANSTREET CITY-WIDE STREET SWEEPING SERVICES FOR A THREE-YEAR TERM IN AN AMOUNT NOT TO EXCEED THREE HUNDRED THIRTY SIX THOUSAND DOLLARS (\$336,000)**

**MEETING**

**DATE: NOVEMBER 13, 2019**

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**SUMMARY RECOMMENDATION:**

Staff recommends that the City Council approve a professional services agreement with Cleanstreet to provide city-wide street sweeping services for a three-year term in an amount not to exceed three hundred thirty six thousand dollars (\$336,000.00).

**DISCUSSION/ANALYSIS:**

To continue this needed service uninterrupted, a Request for Proposal (RFP) was advertised on October 18, 2019 on the City's website as well as the contract vendor bid sites to solicit responses from interested vendors.

The work consists of sweeping the City's arterial streets weekly and residential streets on a bi-weekly basis. This work also consist of sweeping the parking lot of the Tennis and Swim Center at 23400 Park Sorrento, and the parking lot of the City Hall located at 100 Civic Center Way weekly. In addition, City staff may request sweeping services for special events or other purposes.

The City received two proposals in response to the RFP from the following service providers:

- CleanStreet

**AGENDA ITEM NO. 5**

- Venco Power Sweeping, Inc.

After the review, staff selected CleanStreet as the most qualified and responsive company to provide the proposed services for the City. CleanStreet was also the lowest bidder with bid amount of \$99,944.00. Venco Power Sweeping, Inc. submitted a bid for \$119,676.70.

In addition to the annual service amount, staff recommends allocating additional \$36,168 to the three year contract for unforeseen needs, and to support other City departments with cleanup efforts following City events such as the Pumpkin Festival, the July 4th fireworks show, and Arts Festival, etc.

Therefore, staff recommends offering Cleanstreet the contract as the City's street sweeping vendor and issue a Professional Services Agreement for a three-year term beginning in November 13, 2019 (See attachment A).

**FISCAL IMPACT/SOURCE OF FUNDING:**

Staff recommends that Council appropriate \$112,000 annually to the Street Sweeping account for street sweeping services and adjust the budget accordingly.

**REQUESTED ACTION:**

Staff recommends that the City Council approve a professional services agreement with Cleanstreet to provide city-wide street sweeping services for a three-year term in an amount not to exceed three hundred thirty six thousand dollars (\$336,000.00).

**ATTACHMENTS:**

Exhibit A - Professional Services Agreement with Cleanstreet.





CITY of CALABASAS

**PROFESSIONAL SERVICES AGREEMENT  
(CleanStreet)**

**CONTRACT SUMMARY**

<b>Name of Contractor:</b>	CleanStreet
<b>City Department in charge of Contract:</b>	Public Works Department
<b>Contact Person for City Department:</b>	Jose Luis Hernandez
<b>Period of Performance for Contract:</b>	November 13, 2019 – November 12, 2022
<b>Not to Exceed Amount of Contract:</b>	Three Hundred Thirty Six Thousand Dollars (\$336k)
<b>Scope of Work for Contract:</b>	Citywide Street Sweeping Services

**Insurance Requirements for Contract:**

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

*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.*

yes  no - Is Auto insurance required in this contract?

*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.*

yes  no - Is Professional insurance required in this contract?

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

*Worker's Compensation insurance as required by the laws of the State of California.*

Other: N/A

**PROFESSIONAL SERVICES AGREEMENT**  
(CleanStreet)

**1. IDENTIFICATION**

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

**2. RECITALS**

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

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

**3. DEFINITIONS**

- 3.1 “Scope of Services”: Such professional services as are set forth in Consultant’s October 24, 2019 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 October 24, 2019 fee schedule to City attached hereto as Exhibit B and incorporated herein by this reference.
- 3.3 “Commencement Date”: November 13, 2019.
- 3.4 “Expiration Date”: November 12, 2022.

**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 Three Hundred Thirty Six Thousand Dollars (\$336,000) unless specifically approved in advance and in writing by City.
- 5.2 Consultant shall perform all work to the highest professional standards of Consultant’s profession and in a manner reasonably satisfactory to City. Consultant shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*).
- 5.3 During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement Date if both (i) such work would require Consultant to abstain from a decision under this Agreement pursuant to a conflict of interest statute and (ii) City has not consented in writing to Consultant’s performance of such work.
- 5.4 Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. Rick Anderson, Director of Business Development 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. If this contract provides service to a Homeowners Association, that Homeowners Association must be listed as an additional insured in addition to the City.
- 11.8 The insurance provided by Consultant shall be primary to any coverage available to City. Any insurance or self-insurance maintained by City and/or its officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.
- 11.9 All insurance coverage provided pursuant to this Agreement shall not prohibit Consultant, and Consultant's employees, agents or subcontractors, from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against the City.
- 11.10 Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of City, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Consultant shall procure a bond guaranteeing payment of losses and expenses.
- 11.11 Procurement of insurance by Consultant shall not be construed as a limitation of Consultant's liability or as full performance of Consultant's duties to indemnify, hold harmless and defend under Section 10 of this Agreement.

**12. MUTUAL COOPERATION**

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

**13. RECORDS AND INSPECTIONS**

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

**14. PERMITS AND APPROVALS**

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

**15. NOTICES**

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

If to City

City of Calabasas  
100 Civic Center Way  
Calabasas, CA 91302  
Attn: Jose Luis Hernandez  
Telephone: (818) 224-1600  
Facsimile: (818) 225-7338

If to Consultant:

CleanStreet  
1937 W. 169<sup>th</sup> Street  
Gardena, CA 90247  
Attn: Rick Anderson  
Telephone: (800) 225-7316x108  
Facsimile: (310) 538-8015



With courtesy copy to:

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

**16. SURVIVING COVENANTS**

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

**17. TERMINATION**

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

**18. GENERAL PROVISIONS**

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

- 18.3 The captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph thereof at the head of which it appears, the section or paragraph thereof, as the case may be, and not such heading, shall control and govern in the construction of this Agreement. Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).
- 18.4 The waiver by City or Consultant of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. No term, covenant or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in writing.
- 18.5 Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence, in City's sole judgment that such failure was due to causes beyond the control and without the fault or negligence of Consultant.
- 18.6 Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance of the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any of all of such other rights, powers or remedies. In the event legal action shall be necessary to enforce any term, covenant or condition herein contained, the party prevailing in such action, whether reduced to judgment or not, shall be entitled to its reasonable court costs, including accountants' fees, if any, and attorneys' fees expended in such action. The venue for any litigation shall be Los Angeles County, California.
- 18.7 If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to, the extent necessary to cure such invalidity or unenforceability, and in its amended form shall be enforceable. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

- 18.8 This Agreement shall be governed and construed in accordance with the laws of the State of California.
- 18.9 All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between City and Consultant with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed by City and Consultant.
- 18.10 In consideration of this agreement, consultant ( or artist(s), or performer(s) grants to city and its officers and employees, the right to film, through photography, video, or other media, the performance(s) contemplated under this agreement. The city is authorized to use of the performer(s) name(s) and/or Artist approved photographs. The city is also authorized, without limitation, to broadcast or re-broadcast the performance(s) on City CTV, through the city's website, news media, or through other forms of media (e.g. streaming).

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

**“City”**  
**City of Calabasas**

**“Consultant”**  
**CleanStreet**

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

By: \_\_\_\_\_  
Jere Costello, CEO/President

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

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

By: \_\_\_\_\_  
Dr. Gary J. Lysik, City Manager

By: \_\_\_\_\_  
Rick Andersen, Dir. of Business Development

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

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

By: \_\_\_\_\_  
Robert Yalda, P.E., T.E.  
Public Works Director/City Engineer

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

Attest:

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

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

Approved as to form:

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

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

EXHIBIT A  
SCOPE OF WORK



# CleanStreet

Cleaning Your Environment



## **STREET SWEEPING SERVICES**

**EXCLUSIVELY FOR**

# **CITY OF CALABASAS**

QUALIFICATION STATEMENT

**OCTOBER 24, 2019**

1937 W. 169<sup>th</sup> Street  
Gardena, CA 90247  
(800) 225-7316 x108

**COPY**

## SCOPE OF SERVICES



CleanStreet will furnish all labor, equipment, materials, and supervision to perform street sweeping as described herein, including, but not limited to, the following:

Using a modern regenerative air street sweeper, thoroughly sweep each improved street in the City of Calabasas two times per month.

CleanStreet will sweep 79 curb miles of residential streets bi-weekly. This sweeping will take place on Mondays, Tuesdays, and Wednesdays of every week. 31 curb miles of arterials will be swept weekly, at times not to interfere with high traffic flow times or commercial establishments. The City hall and tennis club will be swept weekly.

**CleanStreet will adopt the City's present schedule exactly.** All sweeping activities shall be completed by 5 p.m., Monday through Friday.

All intersections and median noses will be swept and maintained in a debris-free state. Streets with raised medians (commercial and residential) shall have their curb perimeter swept, including turnouts. Streets with painted medians will be swept in their entirety.

CleanStreet will sweep all parking lots, according to the cities current schedule. Any areas inaccessible to the street sweeper, such as street ends and portions of parking lots will be hand-swept or blown with a hand blower.

Staffing on the City of Calabasas will consist of one full-time street sweeper operator. This will enable CleanStreet to complete posting routes on a daily basis during the posted times. During leaf season, additional drivers may be utilized to complete routes in a timely manner.

Areas shall not be swept on the same day as trash pickup. All sweeping will be scheduled after trash pickup.

Streets adjacent to schools and commercial developments shall be swept prior to 7 a.m. or before such times as public activities start. Streets adjacent to apartments, condominiums, or other areas where night street parking is prevalent shall be swept after 8 a.m. All residential areas will be swept between the hours of 8:00 am to 5:00 p.m.

All debris collected by the street sweeping operation will be taken to a legally established landfill or transfer station. There will be no on site dumping.



(800) 225-7316 x108  
1937 W. 169<sup>th</sup> Street  
Gardena, CA 90247

# SCOPE OF SERVICES



## Weekly Labor Hours

Arterials:	9
Residential:	24
Parking Lots: _____	1.5
Total	34.5* hours

\*These are averages per week. During leaf season, additional hours will be needed.

## Implementation Timeline

CleanStreet is the current street sweeping contractor for the City of Calabasas so no implantation timeline is needed. If CleanStreet is awarded the new contract there will not be a disruption in service.

## Supervisors

Satisfaction and consistent quality service is the foundation of our company. Our supervisors are full-time employees, not temporary hired guns. They are highly trained so all phases of the project runs smoothly. Our supervisors are directly involved with each account and perform job inspections to ensure quality.

Although we believe that there is always room for improvement, we strive to recognize our employees for their good work. This type of supervision helps build operator pride.

CleanStreet knows that street sweeping is an extremely noticeable city service that is best done properly if you wish to have satisfied residents. With our experience coupled with our approach assure the various locations that this work will be done extremely well. We can eliminate all complaints. We believe that our quality street sweeping program is a great value when you consider the cost and negativity generated by complaints.

## Operators

Our first step is to educate our operators as to what is accepted and the quality of work that is expected. Our operators are encouraged to take as many passes as are necessary to do a great job in removing all leaves, paper, dirt, rocks, glass, bottles, cans, and other debris to ensure free flow of water in the gutter and to maintain streets in a state of cleanliness. In combination with this approach, the CleanStreet supervisors will conduct unannounced spot checks for quality and quantity of the work performed.

Our operators are trained to value and care for their equipment. They are knowledgeable about proper driving speed, adjustment of brooms and the most efficient and effective performance of their equipment.

Our operators understand the importance of punctuality and the importance of quality work. Our drivers take pride in our customer's satisfaction.

## Repair and Maintenance Crew



(800) 225-7316 x108  
1937 W. 169<sup>th</sup> Street  
Gardena, CA 90247



# SCOPE OF SERVICES



CleanStreet has seven full-time mechanics who are expert in the repair and maintenance of our equipment. Our mechanics are factory trained to help ensure high quality performance of our equipment. We also have mechanics available around-the-clock to help ensure our ability to meet our commitments.

CleanStreet knows that one of the keys to customer satisfaction is dependable well-maintained equipment. Consequently, we feel that the quality of our repairs and maintenance is crucial to our sweepers.

We have an additional four full-time employees who are mechanics helpers. They change of brooms, tires, and help keep our sweepers clean.

## **Dispatchers**

The Dispatch and Operations department is the very nerve center of CleanStreet. It is from our experience that this position is very mission critical where often time's operational and sometimes financial decisions are made.

When telephone calls are received, our dispatchers will obtain the necessary information from the caller and provide the appropriate response by either facilitating an emergency sweep, special sweep, regular sweep or the handling of a complaint. This means that they make sure that the right drivers and the right equipment are appropriately matched to the job and ensure timeliness, safety and accuracy are guaranteed.

## **Disposal of Refuse and Debris**

CleanStreet shall dispose of all refuse and debris that is collected during the sweeping operations, at no additional cost to the City. We will haul it to a legally established area for the disposal of solid waste.

## **Storage facilities**

CleanStreet will utilize their own storage facilities for all of the sweepers.

## **Equipment**

CleanStreet equips all of its trucks with global positioning satellite (GPS) system. All of the real-time data is monitored by CleanStreet dispatchers. This permits CleanStreet to monitor the drivers speed, time and location.

Our Operations Analyst downloads the GPS reports on a daily basis from the Internet. The real-time data alerts the managers via e-mail if the brooms are down a half hour or longer or if the sweeper exceeds its speed limit. If this should happen, there will be communication between either the manager or the dispatcher and the sweeper's cell phone to ensure proper action is taken.



(800) 225-7316 x108  
1937 W. 169<sup>th</sup> Street  
Gardena, CA 90247

# SCOPE OF SERVICES



Authorized public works employees can generate and print GPS reports at any time. Data is available for six months and can be downloaded in an Excel document.

We utilize will utilize 1 Tymco 600 as needed for the city of Calabasas. Our Tymcos hold 250 gallons of water which results in cleaner air and less dust and particulates on the streets.

Our street cleaning is listed as *Best Management Practice* BMP in storm water regulations which get the debris off the street before it is carried into the drain system.

All street sweepers that CleanStreet will deploy will be propane powered Tymco street sweepers compliant with rule 1186.1.

In order to ensure uninterrupted performance, backup operators will be available at all times. In case of a mechanical breakdown, backup equipment will be available at all times and will comply with AQMD Rule 430.

## Routing

Routing will be designed in such a manner that all time zones will be swept timely with ample time for the operator to do an excellent job. If for some reason the operator is behind or needs help, an additional sweeper and operator will be supplied to ensure timely completion of routes.

## Reports

The attached report is a sample of what our drivers complete for other locations. In order to suit the City, a tailor-made form will be created if awarded to CleanStreet. The following items will be on the report:

- Curb miles and paved alley miles swept each day.
- Schedule curb miles and paved alley miles swept and areas missed.
- When missed areas were swept.
- Number of complaints received each day.
- Reasons schedule sweeping was not performed or completed as scheduled.
- Waste tonnage summary and copies of waste disposal receipts.

Sample Form on next page.



(800) 225-7316 x108  
1937 W. 169<sup>th</sup> Street  
Gardena, CA 90247

# SCOPE OF SERVICES



City of \_\_\_\_\_  
**STREET SWEEPING WEEKLY REPORT**  
 FOR MONTH OF \_\_\_\_\_

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

WEEK BEGINNING: \_\_\_\_\_

WEEKLY TONNAGE: \_\_\_\_\_

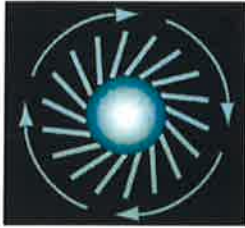
CONTRACTOR: *CleanStreet*  
 1937 W 169th Street  
 Gardena CA 90247

DAY	CURB MILES SWEEP			SCHEDULED CURB MILES MISSED AND REASON	MAKE - UP DATE	NUMBER OF COMPLAINTS
	SCHEDULED CURB MILES	MISSED CURB MILES	CURB MILES SWEEP			
MONDAY						
TUESDAY						
WEDNESDAY						
THURSDAY						
FRIDAY						
ALLEYS						
CURB MEDIAN						
TOTALS						



(800) 225-7316 x108  
 1937 W. 169<sup>th</sup> Street  
 Gardena, CA 90247

EXHIBIT B  
APPROVED FEE SCHEDULE



# CleanStreet

Cleaning Your Environment



## **STREET SWEEPING SERVICES**

**EXCLUSIVELY FOR**

# **CITY OF CALABASAS**

FEE SCHEDULE

**OCTOBER 24, 2019**

1937 W. 169<sup>th</sup> Street  
Gardena, CA 90247  
(800) 225-7316 x108

**COPY**



Streets Swept on Wednesday

1. Park Granada Blvd (south side) – between Park Capri and Park Sorrento.  
Posted 8:00 a.m. to 11:00 a.m.
2. Park Sorrento (north side) – between Park Granada and 23459 Park Sorrento.  
Posted 6:00 am to 7:00 am.
3. Park Mirasol (west side) – from Park Sorrento south to the end of the cul-de-sac.  
Posted 8:00 a.m. to 11:00 a.m.
4. Park Sorrento (north side) – between 23459 Park Sorrento and 23351 Park Sorrento.  
Posted 8:00 am to 9:00 am.
5. Alizia Canyon Dr (north side) – from Ruthwood to the end of the cul-de-sac.  
Posted 9:00 a.m. to 11:00 a.m.
6. Agoura Rd (south side) – from Lost Hills Rd to 26520 Agoura Rd.  
Posted 7:00 am to 9:00 am.

Fee Schedule

No.	Item Description	Est Quantity	Unit	Unit Price	No. of Cleanings / Yr	Annual Cost
1	Bi-weekly: Residential streets per General Scope of Services, Pg 7	79	Curb Mile	\$27.00	26	\$55,458.00
2	Weekly: Arterials per table, Pg 19	31	Curb Mile	<b>\$25.50</b>	52	\$41,106.00
3	Weekly: City Hall parking lot per General Scope of Services, Pg 7	N/A	LS / Wk	\$40.00	52	\$2,080.00
4	Tennis & Swim Center per General Scope of Services, Pg 7	N/A	LS / Wk	\$25.00	52	\$1,300.00

The contractor shall be responsible for calculating and providing unit prices for the schedule. The proposal schedule shall include all costs for services, labor, materials, equipment, and disposal fees associated in completing the work as specified in the RFP.



CITY of CALABASAS

Schedule Total (Annual Contract Amount): \$ 99,944.00

Schedule Total (Annual Contract Amount in words):

Ninety nine thousand, nine hundred-forty four.

CleanStreet  
(Company Name of Bidder)

10/25/2019  
Date:



**CITY of CALABASAS**

**CITY COUNCIL AGENDA REPORT**

---

**DATE:** OCTOBER 29, 2019

**TO:** HONORABLE MAYOR AND COUNCILMEMEBERS

**FROM:**  ROBERT YALDA, PUBLIC WORKS DIRECTOR

**SUBJECT:** RECOMMENDATION TO APPROVE TWO SEPARATE RATE INCREASE REQUESTS FROM WASTE MANAGEMENT: 1) ESTABLISH A COMMERCIAL RECYCLING RATE AT 50% OF THE SOLID WASTE COLLECTION RATE AND 2) INCREASE RESIDENTIAL SERVICE RATES BY \$1.96 PER UNIT PER MONTH TO ACCOMMODATE FOR INCREASED ORGANICS WASTE PROCESSING AS A RESULT OF ASSEMBLY BILL 1594

**MEETING**

**DATE:** NOVEMBER 13, 2019

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**SUMMARY RECOMMENDATION:**

Staff recommends that the City Council approve two separate rate increase requests from Waste Management: 1) establish a commercial recycling rate at 50% of the solid waste collection rate and 2) increase residential service rates by \$1.96 per unit per month to accommodate for increased organics waste processing as a result of Assembly Bill 1594.

**BACKGROUND:**

The City has an exclusive franchise agreement with Waste Management/G.I. Industries (hereafter referred to as Waste Management) for the collection of solid waste and recyclable materials for commercial and residential sectors. On March 28, 2019, Waste Management submitted a request to the City to establish a rate for commercial recyclables collection at 50% of the rate of solid waste collection. Per the current terms of the Solid Waste Franchise Agreement, there is no rate for



commercial recyclables collection, customers only pay for solid waste (trash) collection. Currently, recyclables collection is provided by Waste Management to all commercial customers as a “bundled” service with no additional charge to the customer beyond the solid waste collection rate. After consideration, the City denied the initial request to establish a service rate for commercial recyclables collection.

On June 5, 2019, Waste Management submitted a formal request for an extraordinary rate adjustment pursuant to section 9.3 of the Solid Waste Franchise Agreement. Section 9.3 of the Agreement states, “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.”

Furthermore, on October 31, 2019, Waste Management submitted a request for a rate adjustment (see Attachment B) pursuant to section 9.3 of the Franchise Agreement to reflect the anticipated increase in green waste processing costs when Assembly Bill 1594 goes into effect on January 1, 2020. Waste Management is requesting a residential service rate increase of \$1.96 per unit per month effective January 1, 2020.

## **DISCUSSION/ANALYSIS:**

### Commercial

As of January 2018, China began restricting imports of certain recyclable materials, including mixed paper and most plastics. Furthermore, China adopted new stringent purity standards, allowing recyclables to have no more than 0.5% contamination. This has caused significant burdens to waste haulers across the country in that the cost of recycling has become more expensive than disposal. As a result, many municipalities have resorted to the following three options:

- 1) Increase the service rates of residential and commercial recycling.
- 2) Suspend or cancel citywide recycling programs by sending recyclables to landfills.
- 3) Send recyclables to waste to energy incineration plants.

In the attached letter (Attachment A), Waste Management states that prior to 2018, they were able to use the value of recyclable material sales to offset a portion of the collection and processing, and were therefore able to offer commercial recycling at no additional charge. However, this is no longer sustainable as there is now a smaller market for recycling. In order to continue providing recycling collection services to the City, Waste Management is requesting a rate adjustment to establish a service rate for the collection of commercial recycling at 50% of the rate of solid waste collection (see Attachment C for current and proposed commercial rates).

### Residential

In September 2014, Governor Brown signed Assembly Bill (AB) 1594, mandating that as of January 1, 2020, the use of green material as alternative daily cover will no longer constitute diversion through recycling and will instead be considered disposal in terms of measuring a jurisdiction's annual 50 percent per capita disposal rate. As of now, a portion of green waste that is sent to landfills is used as daily cover, which counts as diversion and helps the City keep its disposal rate under the 50 percent per capita disposal target as mandated by SB 1016. However, as of January 1, 2020 any green waste that is sent to landfill and used as daily cover will be counted as disposal in a jurisdiction's annual per capita disposal rate. In order for the City to keep its disposal under the %50 per capita disposal rate, in other words, maintain a diversion rate of %50 or higher, green materials will be transported to the Simi Valley Landfill or Calabasas Landfill and subsequently, be rerouted to Agromin, an organics recycling facility located in Oxnard.

Disposal rates at the Calabasas Landfill and Simi Valley Landfill are projected to increase by \$31.02 and \$19.00 per ton respectively. As previously noted, in order to accommodate for these rate increases, Waste Management is requesting a residential rate increase of \$1.96 per unit per month effective January 1, 2020 (see Attachment D for current and proposed residential service rates).

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

The City's AB 939 Franchise Fee revenue will increase as a result of the residential rate adjustment.

### **REQUESTED ACTION:**

Staff recommends that the City Council approve two separate rate increase requests from Waste Management: 1) establish a commercial recycling rate at 50% of the solid waste collection rate and 2) increase residential service rates by \$1.96 per unit per month to accommodate for increased organics waste processing as a result of Assembly Bill 1594.

**ATTACHMENTS:**

Attachment A: Request for a Commercial Recycling Bin Rate

Attachment B: Request for Residential Service Rate Adjustment

Attachment C: Current and Proposed Commercial Collection Service Rates

Attachment D: Current and Proposed Residential Collection Service Rates



Waste Management  
195 W. Los Angeles Ave.  
Simi Valley, California 93065  
(805) 955-9400 (818) 782-2471  
(805) 581-5407 Fax

June 5, 2019

Mr. Robert Yalda  
Director of Public Works  
100 Civic Center Way  
Calabasas, CA 91302

Subject: Request for Extraordinary Rate Adjustment - Commercial Recycle Bin Rate

Dear Mr. Yalda:

This letter is written as a follow up to prior correspondence dated March 28, 2019, provided as part of our annual rate adjustment request, to establish a rate for commercial recyclables collection at 50% of the rate for solid waste collection for the same container size and service frequency.

Your May 24, 2019 response did not respond to this request. As a result, please accept this letter as a formal request for an extraordinary rate adjustment pursuant to Section 9.3 of the franchise agreement. This request is being made because the cost of providing commercial recycling services has greatly exceeded the annual rate adjustment, and arises from a change in law.

At the effective date of the franchise agreement, commercial recyclables collection was provided as a "bundled" service, with no additional charge to the customer beyond the MSW service rate. But, of course, recycling has never been truly free. However, we were able to use the value of material sales to offset a portion of the cost of collection and processing, and we were able to offer commercial recycling at no additional charge.

This structure was workable and sustainable for the first two years of the franchise, since commodity values, while always variable, stayed within a reasonable range compared to the values as of October 2015. However, all that changed at the beginning of 2018. The economic underpinnings that allowed us to provide this service at no additional charge are gone, and gone forever.

As has been widely reported, the recyclables industry has been subject to unrelenting challenges in the past few years. The events that triggered the ongoing market disruption were the actions of the Chinese government. In January 2018 it announced limits on the acceptance of mixed paper and a complete ban on acceptance of plastics. There was a temporary ban on acceptance of all recyclables in May and June 2018. Since then, exports of recyclables to China have been

significantly reduced. Plastic exports have been essentially eliminated and mixed paper exports have been reduced by one-third. *Yale Environment 360, March 2019.*

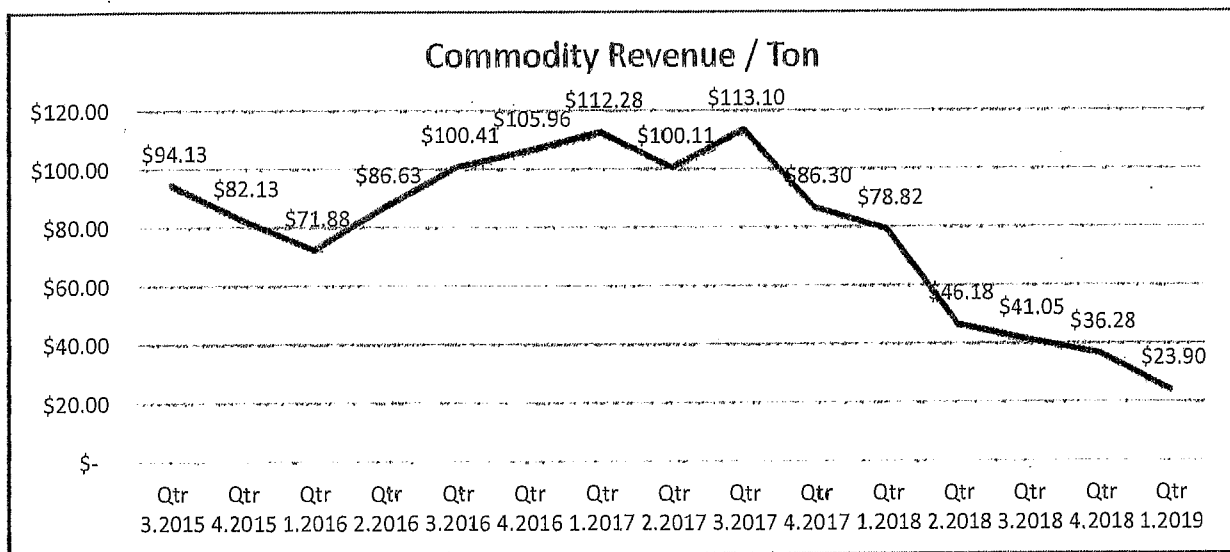
And, to make matters even worse, Chinese government adopted new purity standards in 2018. Whereas in the past, paper and plastic mills accepted material with up to 10% contamination, under this new standard the material must have no more than 0.5% contamination with other material. As a result, even as the value of material has decreased, the cost to process that material to the purity standards now required have skyrocketed.

The search for other markets has proven elusive. The governments of other potential markets have adopted similar purity standards, and no domestic solutions are available.

Basically, the cost of recycling has become more expensive than disposal.

At a macro level, current trends are not encouraging. Mixed paper, what was once a staple of recyclables sales, is now worthless and by March 2019 had a value of negative \$2.50 per ton as a national average. Cardboard prices have settled near historically low levels, including corrugated cardboard, which saw a 40% decline in per ton value as a national average for the year ending in February 2019. The per ton value of sorted residential paper as a national average declined by over 30% during this same period. The value of plastics during this period was pennies per pound. *Resource Recycling News, March 2019*

To demonstrate the overall loss of commodity value specific to this franchise, the following table is presented. This sets forth the non-CRV revenue per ton of all recyclables collected and processed at WM's Azusa Materials Recovery Facility.



Mr. Robert Yalda

June 5, 2019

Page 3

As seen above, overall commodity values for recyclables collected pursuant to this franchise have declined by a staggering \$54.92 per ton between the first quarter of 2018 and the first quarter of 2019, a nearly 70% reduction!

We do not expect the current situation to change. Our company carefully evaluates market opportunities, and has provided guidance that commodity values are not likely to recover in the foreseeable future, as supply will continue to outstrip demand. In short, this is the "new normal". Our commercial recycling program has become unsustainable.

For this reason, we respectfully request that a rate for commercial recyclables collection be established at 50% of the rate for commercial MSW collection, for the same container size and service frequency. This continues to provide businesses with an economic incentive to recycle, while helping all of us to continue work together to pursue maximum diversion and sustainability.

We are very grateful to the City of Calabasas for choosing Waste Management as your service provider. It is difficult for us to make this request, but we are at a crossroads in the recycling world.

If you have any questions, please call me at (805) 955-4301 or Marilyn Gallagher at (805) 955-4342. We would be happy to assist you in preparing your presentation to City Council for its consideration of our request.

Thank you for your consideration.

Sincerely,

A handwritten signature in blue ink, appearing to read "Michael E. Smith".

Michael E. Smith  
Director of Operations



GI Industries  
195 W Los Angeles Ave  
Simi Valley, California 93065  
(805) 955-9400 (818) 782-2474  
(805) 581-5407 Fax

October 31, 2019

Mr. Robert Yalda P.E., T.E.  
Public Works Director/City Engineer  
City of Calabasas  
100 Civic Center Way  
Calabasas, CA 91302

Re: Request for Special Rate Adjustment – Calabasas Franchise Area

Dear Mr. Yalda;

This letter sets forth the formal request of G.I. Industries for a rate adjustment to reflect the anticipated substantial increase in green waste processing costs when AB 1594 takes effect on January 1, 2020.

Section 9, area 9.3 of the franchise agreement allows for an adjustment arising from changes in law as agreed to between Contractor and Director.

This request is being made to reflect the significant anticipated increase in green waste processing costs upon the January 1, 2020 effective date of AB 1594. This legislation disallows the ability to count green waste used as alternative daily cover as “diversion” for purposes of meeting the City’s the 50% waste diversion requirement.

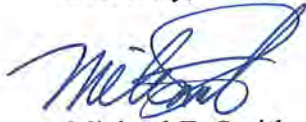
A significant percentage of collected green waste is currently utilized as alternative daily cover and receives diversion credit. When AB 1594 takes effect, that tonnage will need to be rerouted to composting facilities in order to continue to receive diversion credit. Given the current and anticipated constraints on green waste composting capacity, it is inevitable that demand will exceed supply, and prices will rise. Also, it may be necessary to utilize additional composting facilities at greater distances to process all of the collected green waste.

As a result, G.I. Industries expects that green waste processing costs will rise to the same level as disposal costs, at \$68.00 per ton, instead of the current green waste processing cost of \$36.98 per ton.

For this reason, G.I. Industries respectfully requests a residential adjustment of \$1.96 per unit per month to take effect on January 1, 2020. Thirty days' notice would be given prior to initiation of this additional service charge.

Thank you in advance for your consideration of this request. Please feel free to contact me if you have any questions, or wish to discuss.

Sincerely,

A handwritten signature in blue ink, appearing to read "Michael E. Smith".

Michael E. Smith  
Director of Operations



**CURRENT AND PROPOSED COMMERCIAL RATES**

**CURRENT TRASH BIN RATE**

<b><u>1.5yd Trash Bin:</u></b>	1x week	\$88.45	4x week	\$325.48
	2x week	\$162.75	5x week	\$406.87
	3x week	\$244.12	6x week	\$488.25
<b><u>3yd Trash Bin:</u></b>	1x week	\$96.64	4x week	\$356.03
	2x week	\$177.79	5x week	\$444.48
	3x week	\$266.68	6x week	\$533.41
<b><u>4yd Trash Bin:</u></b>	1x week	\$104.80	4x week	\$385.67
	2x week	\$192.83	5x week	\$482.08
	3x week	\$285.91	6x week	\$578.50
<b><u>6yd Trash Bin:</u></b>	1x week	\$121.16	4x week	\$557.26
	2x week	\$222.93	5x week	\$668.67
	3x week	\$334.39		

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**PROPOSED COM RECYCLE BIN RATE**

<b><u>1.5yd Recycle Bin:</u></b>	1x week	\$44.23	4x week	\$162.74
	2x week	\$81.38	5x week	\$203.44
	3x week	\$122.06	6x week	\$244.13
<b><u>3yd Recycle Bin:</u></b>	1x week	\$48.32	4x week	\$178.02
	2x week	\$88.90	5x week	\$222.24
	3x week	\$133.34	6x week	\$266.71
<b><u>4yd Recycle Bin:</u></b>	1x week	\$52.40	4x week	\$192.84
	2x week	\$96.42	5x week	\$241.04
	3x week	\$142.96	6x week	\$289.25

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**COMMERCIAL SERVICE OPTIONS:**

Start Charge	N/C	
Cut Off Restart Fee	\$22.72	
Finance Charge	1.5%	per month over 30 days
Extra Pick Up 1.5yd	\$48.65	
Extra Pick Up 3yd	\$48.32	
Extra Pick Up 4yd	\$47.16	
Extra Pick Up 6yd	\$48.47	
Hasp	N/C	
Lock	\$11.36	
Lock and Unlock Charge	\$10.48	
Pull Out Service Per Bin	\$45.91	
Bulky Item Pick Up	N/C	3 free pick ups of 4 items, 20 bags or 10 bundles yard waste
Additional Bulkies	\$28.40	per item

CURRENT AND PROPOSED RESIDENTIAL RATES

**RESIDENTIAL** **SMALLER CARTS ARE AVAILABLE**

Service level	Trash Cart	Recycle Cart	Yard Cart	Current Rates	Proposed Rates
Super Recycler	Blue 32	Grey 96/64/32	Green 96/64	\$19.00	\$20.96
Basic Service	Blue 64	Grey 96/64/32	Green 96/64	\$27.95	\$29.91
Basic Plus	Blue 96	Grey 96/64/32	Green 96/64	\$33.94	\$35.90

**CONDOS**

Service Level	Trash Cart	Recycle Cart	Yard Cart	Current Rates	Proposed Rates
Super Recycler / Condo	Blue 32	Grey 96/64/32	Green 64/32	\$14.94	\$16.90
Basic Service / Condo	Blue 64	Grey 96/64/32	Green 64/32	\$23.90	\$25.86
Basic Plus / Condo	Blue 96	Grey 96/64/32	Green 64/32	\$29.86	\$31.82

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**START CHARGE:** N/A does get extra move in or move out pick up

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**SERVICE OPTIONS:**

Cut Off Restart Fee	\$21.25	
Credit Card Convenience Fee	\$8.60	
Senior Discount	10%	
Additional 96gal Trash Cart	\$9.23	
Additional 64gal Trash Cart	\$5.77	
Additional 96gal Recycle Cart	N/C	
Additional 96gal Yard Cart	N/C	
Extra Pick Up Bags Pick Up Day	\$3.32	
Extra Pick Up Carts Pick Up Day	\$5.54	
Extra Pick Up Non-pick up days	\$27.70	for 3 carts or 6 bags anything over is extra see above
Bulky Item Pick Ups	N/C	3 free pick ups of 4 items, 20 bags or 10 bundles yard waste
Additional Bulkies	\$27.39	charge
Per Item	\$16.43	per item



**CITY of CALABASAS**

**CITY COUNCIL AGENDA REPORT**

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**DATE: OCTOBER 30, 2019**

**TO: HONORABLE MAYOR AND COUNCILMEMBERS**

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

**SUBJECT: ADOPTION OF RESOLUTION NO. 2019-1655, AMENDING THE TICKET  
AND PASS DISTRIBUTION POLICY**

**MEETING  
DATE: NOVEMBER 13, 2019**

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**SUMMARY RECOMMENDATION:**

Staff recommends City Council adopt Resolution No. 2019-1655, amending the ticket and pass distribution policy to reflect recent changes in Fair Political Practice Commission ("FPPC") regulations.

**REPORT:**

Under the Political Reform Act (Gov. Code, § 81000 et seq.), individuals in positions listed in Government Code section 87200 and any other employees who file Form 700's under the City's conflict of interest code may not receive gifts from any single source over \$500 in a calendar year, and must disclose gifts over \$50 from a single source in a calendar year. Gift is a broadly defined term, with numerous exceptions carved out. One such exception is for "tickets and passes." Under Title 2 of the California Code of Regulations, Section 18944.1 ("Section 18944.1"), tickets and passes distributed to employees and elected/appointed officials are not considered gifts if provided pursuant to a City policy that meets certain criteria. Tickets and passes are defined as an admission to a facility, event, show or performance for an entertainment, amusement, recreational, or similar purpose.

Tickets and passes are not considered gifts under Section 18944.1, subject to requirements of the Political Reform Act, if:

1. The ticket or pass is distributed pursuant to a City policy that meets certain specified requirements;
2. The distribution of the ticket or pass is reported to the FPPC on an FPPC Form 802 and posted on the City's website;
3. The ticket or pass is not earmarked by an outside source for use by a specific public official; and
4. The City determines, in its sole discretion, who uses the ticket or pass.

Section 18944.1 sets numerous requirements for the City's ticket and pass distribution policy. The City already has such a policy in place, but the FPPC amended Section 18944.1, effective July 20, 2019. This resolution updates the policy to be compliant with Section 18944.1. First, the policy must include four provisions:

1. Describe the public purposes for which tickets or passes may be distributed.
2. Require that distribution of any ticket or pass to, or at the behest of, a City official accomplishes a stated public purpose of the City.
3. Prohibit transfer of any ticket received by a City official pursuant to the distribution policy except to members of the official's immediate family or no more than one guest solely for their attendance at the event.
4. Prohibit the disproportionate use of tickets or passes by a City Councilmember, the City Manager, any political appointee, or department head.

Provisions (1) and (2) are included in the existing policy, and provisions (3) and (4) have been added to this proposed amendment. The City's existing policy provides 16 "public purposes." The amended policy adds one more, which allows tickets to be distributed as a "recognition for public or volunteer service." In accordance with Section 18944.1, this new purpose does not apply to City Councilmembers, the City Manager, political appointees, or any department heads.

The policy is also updated to explain that tickets and passes are not subject to the City's policy or FPPC gift regulations if the recipient reimburses the City for the cost. Finally, the City is obligated to post both the policy and each Form 802 on the City's website, and to file each with the FPPC by email.

**ATTACHMENT:**

Resolution No. 2016-1655

**ITEM 7 ATTACHMENT  
RESOLUTION NO. 2019-1655**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CALABASAS,  
CALIFORNIA, AMENDING THE TICKET AND PASS DISTRIBUTION  
POLICY.**

**WHEREAS**, under Title 2 of the California Code of Regulations, Section 18944.1 ("Section 18944.1") tickets and passes are defined as an admission to a facility, event, show or performance for an entertainment, amusement, recreational, or similar purpose; and

**WHEREAS**, on July 20, 2019, the Fair Political Practices Commission ("FPPC") amended the regulations defining the circumstances under which the receipt of tickets and passes by a public official must be disclosed by the City and the recipient public official; and

**WHEREAS**, the City has previously adopted a policy in accordance with the prior versions of the regulations which includes procedures no longer required under the amended regulations; and

**WHEREAS**, this Resolution No. 2019-1655 will be maintained as a public record subject to inspection and copying pursuant to Government Code Section 81008, and will be posted on the City's website and filed with the FPPC.

**NOW, THEREFORE**, the City Council of the City of Calabasas does resolve as follows:

**SECTION 1.** Recitals:

The City Council finds that all the facts, findings, and conclusions set forth above in this Resolution are true and correct.

**SECTION 2.** The purpose of this policy is to ensure that all tickets and passes distributed by the City are issued in furtherance of public purposes of the City as required under Section 18944.1 of the Rules of the FPPC. This policy applies to any tickets or passes which the City (i) receives from a third party, (ii) controls as a sponsor of, or otherwise because it has control over, an event; or (iii) purchases.

This policy shall be applicable to every officer, agent and employee of the City who is obligated to file an Annual Statement of Economic Interests (Form 700) under State Law or the City's current Conflict of Interests Code.

**SECTION 3.** A ticket or pass provided to a public official by the City is not a gift under the Political Reform Act if the following criteria are met:

1. The ticket or pass is distributed pursuant to this policy;
2. The distribution of the ticket or pass is reported pursuant to Section 10 of this policy;
3. The ticket or pass is not earmarked by an outside source for use by a specific public official; and
4. The City determines, in its sole discretion, who uses the ticket or pass.

**SECTION 4. Limitation.** This policy shall only apply to the City's distribution of tickets and passes to, a public official or at the request of a public official, for which no consideration of equal or greater value is provided by the public official. Reimbursement of actual and necessary expenses of any member of the City Council or any City Commission incurred in the performance of official duties shall be governed by the City's Reimbursement Policy.

**SECTION 5. Official Duties; Ceremonial Roles.** Tickets provided to public officials as part of their official duties, or tickets provided so that the public official may perform a ceremonial role or function on behalf of the City are exempt from any disclosure or reporting requirements under Section 18944.1 and this Policy. The ceremonial role or function must be performed as part of the event, and at the request of the event holder.

**SECTION 6. Transfer of Tickets.** Tickets or passes provided to public officials cannot be transferred to any other person except a member of the public official's immediate family or no more than one guest solely for their attendance at the event.

**SECTION 7. Public Purposes.** The City may provide a ticket or pass to a person subject to this policy for any of the following City purposes providing that the City Manager or his designee or the City Council determines that providing the ticket or pass benefits the City by accomplishing one or more of the following:

- a. Promotion of local and regional businesses and economic activities within the City, including conventions and conferences.
- b. Promotion of City-controlled or sponsored events, activities, or programs.
- c. Promotion of community programs and resources available to City residents, including nonprofit organizations and youth programs.
- d. Highlighting the achievements of local residents and businesses.

e. Promotion of private facilities available to City residents, including charitable and nonprofit facilities.

f. Promotion of public facilities available to City residents.

g. Promotion of City growth and development, including economic development and job creation opportunities.

h. Promotion of City landmarks and community events.

i. Promotion of special events conducted pursuant to a contract to which the City is a party.

j. Promotion of the City on a local, regional, state, or national scale.

l. Promotion of open government by participation of public officials at business or community events.

m. Sponsorship agreements involving private events by which the City seeks to enhance the City's reputation both locally and regionally by serving as hosts providing the necessary opportunities to meet and greet visitors, dignitaries, and residents.

n. Implementation of written contracts under which tickets or passes are required to be made available for City use.

o. Employment retention programs, except for City Councilmembers, the City Manager, political appointees, or any department heads.

p. Recognition for public or volunteer service, except for City Councilmembers, the City Manager, political appointees, or any department heads.

q. Special outreach programs for veterans, teachers, emergency services, medical personnel and other civil service occupations.

r. Any similar purpose stated in any City contract.

**SECTION 8. Return of Tickets and Passes.** Any public official may refrain from using or return any ticket and pass to the City. Under no circumstances may either the public official or a member of his or her immediate family sell any ticket and pass provided under this policy. Tickets and passes are not subject to this policy or gift limitations under the Political Reform Act if the public official reimburses the agency for the fair value within 30 days of receipt.

**SECTION 9.** City Manager. The City delegates the authority to distribute any ticket and pass in accordance with this policy to the City Manager or his or her designee and such authority includes the power to distribute such a ticket to the City Manager provided that doing so is otherwise consistent with this Policy. Tickets and passes must not be distributed disproportionately to City Councilmembers, the City Manager, political appointees, or department heads.

**SECTION 10.** Reporting. Any tickets or passes distributed under this policy must be reported on FPPC Form 802 (or such other forms as the FPPC may designate) within 30 days of the distribution. The completed Form 802 is a public record, and is subject to inspection and copying under Government Code Section 81008, subdivision (a). Completed Form 802s will be posted on the City's website and will be filed with the FPPC.

The report must include, at a minimum, the following:

1. The name of the person receiving the ticket(s) or pass(es);
2. A description of the event;
3. The date of the event;
4. The fair value of the ticket(s) or pass(es)
5. The number of tickets or passes provided to each person;
6. If the ticket or pass is behested, the name of the official who behested the ticket;
7. If the ticket was transferred to a member of the official's immediate family or to a guest, the relationship of the transferee;
8. A description of the public purpose under which the distribution was made or, alternatively, that the ticket or pass was distributed as income to the official; and
9. A written inspection report of findings and recommendations by the official receiving the ticket or pass if received for oversight or inspection of facilities.

**SECTION 11.** Severability Clause:

Should any section, clause, or provision of this Resolution be declared by the Courts to be invalid, the same shall not affect the validity of the Resolution as a whole, or parts thereof, other than the part so declared to be invalid.

**SECTION 12.** Certification:

The City Clerk shall certify to the passage and adoption of this Resolution and shall cause the same to be published or posted according to law.



**PASSED, APPROVED AND ADOPTED** this 13<sup>th</sup> day of November 2019.

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

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Maricela Hernandez, City Clerk  
*Master Municipal Clerk*  
*California Professional Municipal Clerk*

\_\_\_\_\_  
Scott H. Howard  
Colantuono, Highsmith & Whatley  
City Attorney



**CITY of CALABASAS**

**CITY COUNCIL AGENDA REPORT**

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**DATE: NOVEMBER 5, 2019**

**TO: HONORABLE MAYOR AND COUNCILMEMBERS**

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

**SUBJECT: ADOPTION OF RESOLUTION NO. 2019-1656, ADOPTING A CITY  
POLICY LIMITING THE CITY COUNCIL TO USE OF CITY-ISSUED  
ELECTRONIC MAIL ADDRESSES**

**MEETING**

**DATE: NOVEMBER 13, 2019**

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**SUMMARY RECOMMENDATION:**

Staff recommends City Council consider adoption of Resolution No. 2019-1656 limiting the City Council to use of City-issued electronic mail addresses.

**REPORT:**

**CALIFORNIA PUBLIC RECORDS ACT**

The California Public Records Act ("CPRA") requires disclosure of public records upon request. A public record "includes [1] any writing [2] containing information relating to the conduct of the public's business [3] prepared, owned, used, or retained by any state or local agency regardless of physical form or characteristics." The CPRA is interpreted broadly to promote the public's access to government information.

## SUPREME COURT'S RULING

In March 2017, the California Supreme Court published its decision in *City of San Jose v. Superior Court* (2017) 2 Cal.5th 608 ("San Jose Decision") concluding the CPRA applies to electronic communications that City officials and employees send on private devices from private accounts. The Court analyzed the statute's definition of "public record" and held, "a city employee's writings about public business are not excluded from CPRA simply because they have been sent, received, or stored in a personal account." (*Id.* at p. 629.) "If public officials could evade the law simply by clicking into a different email account, or communicating through a personal device, sensitive information could routinely evade public scrutiny." (*Id.* at p. 625.)

The Court acknowledged electronic communications on private devices and servers blur the line between personal and public business. The Court clarified that an electronic communication does not become a public record just because the public finds it interesting. At a minimum, the communication must relate in some substantive way to the conduct of the public's business. "Communications that are primarily personal, containing no more than incidental mentions of agency business, generally will not constitute public records." (*Id.* at pp. 618-619.)

Whether a communication is subject to the CPRA turns on factors "including (1) the content itself, (2) the context in, or purpose for which, it was written, (3) the audience to whom it was directed, and (4) whether the writing was prepared by an employee acting or purporting to act within the scope of his or her employment." (*Id.* at p. 618.) For example, an email to a spouse complaining about a coworker would likely not be a public record, whereas an email to a superior reporting a coworker's mismanagement would be. Comparably, a constituent's email to a councilmember concerning a City-related matter, regardless of the constituent's expectation of privacy, is likely a public record.

## RECORDS RETENTION

State law requires the City to retain public records for a specific period of time. The City adopted a revised records retention schedule on June 12, 2019, listing different types of records, how long each type must be stored, and under what statute. Under the revised records retention schedule, emails are to be retained for at least two years.

## CURRENT PRACTICE

The City's current, uncodified practice is to allow the use of personal accounts for electronic communications only if the electronic communications are stored for a minimum of two years and the account holder agrees to search the account (or allow the City to do so) when necessary to comply with records requests. Searches of

personal accounts may be conducted by the owner, if he or she has undergone CPRA training to be able to identify a public record, or City staff. The existing practice has a number of shortcomings, including that it is more cumbersome and invasive because searches in response to records requests may capture both relevant/public and irrelevant/private documents.

#### CITY ELECTRONIC MAIL ACCOUNTS

The City issues an electronic mail account to each City Councilmember at the start of his or her term. These official email addresses are routinely searched upon the City Clerk's receipt of a public records request under the CPRA. Limiting the City Council's use of electronic mail communication to the City-issued email addresses may facilitate the search for records responsive to requests under the CPRA and avoids the need for potentially invasive searches of City Councilmembers' personal accounts, as those accounts will no longer be used for City business and thus not contain public records. At the Mayor's request, staff prepared the attached resolution adopting a City policy to require the use of City email accounts by City Councilmembers for City business.

#### **ATTACHMENT:**

Resolution No. 2019-1656

**ITEM 8 ATTACHMENT  
RESOLUTION NO. 2019-1656**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CALABASAS,  
CALIFORNIA, ADOPTING A CITY POLICY LIMITING THE CITY  
COUNCIL TO USE OF CITY-ISSUED ELECTRONIC MAIL ADDRESSES**

**WHEREAS**, the California Public Records Act (“CPRA”) (Gov. Code, § 6250 et seq.) requires disclosure of public records upon request; and

**WHEREAS**, under Government Code Section 6252, subdivision (e) a public record “includes [1] any writing [2] containing information relating to the conduct of the public’s business [3] prepared, owned, used, or retained by any state or local agency regardless of physical form or characteristics”; and

**WHEREAS**, the CPRA is interpreted broadly to promote the public’s access to government information; and

**WHEREAS**, in March 2017, the California Supreme Court published its decision in *City of San Jose v. Superior Court* (2017) 2 Cal.5th 608 (“*San Jose Decision*”) concluding the CPRA applies to electronic communications that City officials and employees send on private devices from private accounts; and

**WHEREAS**, according to the City’s “Records Retention Schedule,” electronic mail is supposed to be stored on a secured server for two years; and

**WHEREAS**, staff recommends adopting a policy to limit the City Council’s use of electronic mail to City Council-issued electronic mail addresses to comply with both the *San Jose Decision* and the City’s Records Retention Schedule; and

**WHEREAS**, adopting such a policy would facilitate the search for records pursuant to the CPRA and prevent potentially invasive searches of City Councilmembers’ devices.

**NOW, THEREFORE**, the City Council of the City of Calabasas does resolve as follows:

**SECTION 1.** Recitals:

The City Council finds that all the facts, findings, and conclusions set forth above in this Resolution are true and correct.

**SECTION 2.** Policy Adoption:

The Calabasas City Council hereby adopts the following policy to govern itself:

All electronic mail communications between members of the City Council and any other person either relating to the City's business or communicated in the City Councilmember's official capacity must be sent using the City Councilmember's official electronic mail address issued by City staff.

**SECTION 3.** Severability Clause:

Should any section, clause, or provision of this Resolution be declared by the Courts to be invalid, the same shall not affect the validity of the Resolution as a whole, or parts thereof, other than the part so declared to be invalid.

**SECTION 4.** Certification:

The City Clerk shall certify to the passage and adoption of this Resolution and shall cause the same to be published or posted according to law.

**PASSED, APPROVED AND ADOPTED** this 13<sup>th</sup> day of November 2019.

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

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Maricela Hernandez, City Clerk  
*Master Municipal Clerk*  
*California Professional Municipal Clerk*

\_\_\_\_\_  
Scott H. Howard  
Colantuono, Highsmith & Whatley  
City Attorney

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# OFFICE OF THE SHERIFF

## COUNTY OF LOS ANGELES

### HALL OF JUSTICE

ALEX VILLANUEVA, SHERIFF

(818) 878-1808



October 11, 2019

Dr. Gary J. Lysik, City Manager  
City of Calabasas  
100 Civic Center Way  
Calabasas, CA 91302

Dear Dr. Lysik:

Listed below are the year-to-date crime statistic comparisons for the City of Calabasas for the month of September 2019.

#### I. CRIME STATISTICS

CRIME	CURRENT MTH	YTD 2019	YTD 2018	CHANGE
Homicide	0	1	0	1
Rape	0	0	8	-8
<b>Robbery</b>				
Armed	1	5	1	4
Strong-Arm	2	5	1	4
Assault	0	1	8	-7
<b>Burglary</b>				
Residential	4	33	36	-3
Business	3	17	8	9
Garage/Out-Building	1	11	7	4
Vehicle (locked)	9	56	52	4
<b>Theft</b>				
Grand (\$950 +)	3	37	28	9
Petty	5	51	69	-18
Vehicle (unlocked)	6	24	57	-33
Grand Theft Vehicle	5	20	13	7
Arson	0	1	0	1
Domestic Violence Felony	0	3	2	1
<b>Total Part I Crimes</b>	<b>39</b>	<b>265</b>	<b>290</b>	<b>-25</b>
<b>Percent Change</b>				<b>-8.6%</b>
Domestic Violence Misdemeanor	2	26	16	10
Swatting	0	1	0	1

211 WEST TEMPLE STREET, LOS ANGELES, CALIFORNIA 90012

*A Tradition of Service*  
— Since 1850 —

## II. NOTEWORTHY INCIDENTS

A robbery was reported in the 5900 block of Las Virgenes Road. The victim was on a date with one suspect (female Asian, 21 years of age). The victim drove the suspect to his residence and as they were exiting his vehicle, the victim was confronted by the second suspect (male Black) who was armed with a handgun. The suspect hit the victim and took his cell phone and wallet. Both of the suspects fled the area running. (19-05505)

A robbery occurred in the 26500 block of Agoura Road. The suspects (two female Blacks) entered the location, selected alcoholic beverages and placed them into a cloth tote bag. The suspects began to flee the location without paying for the items. An employee began to struggle with one of the suspects in an attempt to get the cloth tote bag, lost his balance and fell backwards. The suspects fled in a white Lexus LS, 4 door, vehicle. (19-05527)

A robbery was reported in the 4800 block of Las Virgenes Road. One suspect (male White adult) was pumping gas into a vehicle (gray Honda). He then entered the location with suspect #2 (male White adult) and grabbed a case of beer. The employee told the suspect that he could not sell the alcohol beverage until 6:00 a.m. This angered both suspects, they pushed the employee and fled with the beer without paying. (19-05447)

Two subjects, residents of Cudahy and Los Angeles, were arrested for residential burglary in the 23000 block of Hummingbird Way. A window was smashed to gain entry. They attempted to flee in a black 2019 BMW 1300 (rental vehicle). (19-05574)

Four vehicle burglaries were reported in the 4700 block of Commons Way and the 25100 block of Calabasas Road. Three vehicles had their windows smashed to gain entry and there was no force used on the fourth vehicle. Property stolen consisted of a laptop, clothing, a purse, U.S. currency, credit cards, glasses and a wallet. One victim's stolen credit cards were used by suspect(s) unknown at stores in Canoga Park and West Hills. (19-05269, 05398, 05440, 05540)

## III. TRAFFIC

See attached.

## IV. AGENDIZED CAR

See attached

## V. CRIME PREVENTION

See attached

## VI. JUVENILE INTERVENTION TEAM

See attached.



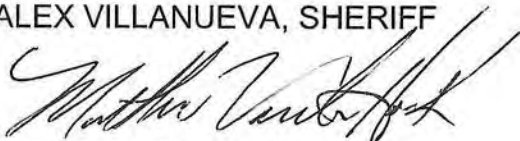
**VII. ARREST STATISTICS**

The numbers of arrests listed below are the most current available.

	YEAR TO DATE 2019		CURRENT MONTH SEPTEMBER	
	ADULT	JUVENILE	ADULT	JUVENILE
Criminal Homicide	0	0	0	0
Forcible Rape	1	0	0	0
Robbery	1	0	0	0
Aggravated Assault	2	0	0	0
Burglary	5	0	2	0
Larceny Theft	4	1	1	1
Grand Theft Auto	3	0	0	0
Arson	0	0	0	0
Forgery	0	0	0	0
Fraud and NSF checks	10	0	0	0
Sex Offenses, Felonies	1	0	1	0
Sex Offenses, Misdemeanors	1	0	1	0
Non-Aggravated Assaults	5	0	0	0
Domestic Violence, Felony	0	0	0	0
Domestic Violence, Misd.	17	0	1	0
Weapon Laws	3	0	0	0
Offenses Against Family	2	0	0	0
Narcotics	44	2	2	0
Liquor Laws	0	0	0	0
Drunk/Alcohol/Drugs	8	0	1	0
Disorderly Conduct	1	0	0	0
Vagrancy	0	0	0	0
Gambling	0	0	0	0
Drunk Driving Vehicle/Boat	21	0	5	0
Vehicle/Boating Laws	84	0	10	0
Vandalism	0	0	0	0
Warrants	79	0	14	0
Receiving Stolen Property	2	0	0	0
Federal Offenses W/O Money	0	0	0	0
Federal Offenses With Money	2	0	0	0
Felonies, Miscellaneous	0	0	0	0
Misdemeanors, Miscellaneous	15	0	3	0
<b>ARREST TOTALS</b>	<b>311</b>	<b>3</b>	<b>41</b>	<b>1</b>

Sincerely,

ALEX VILLANUEVA, SHERIFF



Matthew S. Vander Horck, Captain  
Malibu/Lost Hills Station



<b>COLLISION SUMMARY*</b>	<b>This Month</b>	<b>Month Year Prior</b>	<b>Total YTD</b>	<b>Total Prior YTD</b>	<b>Change +/-</b>
<b>Total Collisions - Excluding Private Property</b>	28	16	144	155	-11
Fatal Collisions	0	0	0	0	0
Injury Collisions	7	4	39	45	-6
Property Collisions	21	12	104	110	-6
Private Property Collisions	7	4	32	27	+5
DUI Collisions with Injuries	0	0	2	3	-1
DUI Collisions with Property Damage	3	0	3	3	0
<b>Total Pedestrian Collisions</b>	0	0	1	5	-4
Pedestrians Killed	0	0	0	0	0
Pedestrians Injured	0	0	1	5	-4
<b>Total Hit &amp; Run Collisions</b>	4	2	26	23	+3
Hit & Run Fatalities	0	0	0	0	0
Hit & Run Injuries	0	0	4	3	+1
Hit & Run Property Only	4	2	22	20	+2
<b>CITATION SUMMARY*</b>	<b>This Month</b>	<b>Month Year Prior</b>	<b>Total YTD</b>	<b>Total Prior YTD</b>	<b>Change +/-</b>
<b>Traffic Total</b>	282	224	2160	2451	-291
Hazardous Violations	112	100	903	1191	-288
Non-Hazardous Violations	71	23	406	347	+59
Parking Violations	93	101	829	901	-72
DUI Arrests	6	0	22	12	+10

\*Collision Summary and Citation Summary does not reflect all collisions and citations which were not entered into the database.

COUNTY OF LOS ANGELES  
**SHERIFF'S DEPARTMENT**  
"A Tradition of Service"  
OFFICE CORRESPONDENCE

DATE: 10-11-19

FROM: David Huelsen, Traffic Investigator TO: Matthew S. Vander Horck, Captain  
Malibu/Lost Hills Station Malibu/Lost Hills Station

SUBJECT: September Motor Activity Report City of Calabasas

During the month of September the motorcycle officers wrote 96 citations.  
The citations break down into the following categories:

Unsafe Speed	32
Other Hazard	9
Other Non-Hazard	23
Signs and Signals	29
Unsafe Turning	3

DHH:

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**L.A. County Sheriff's Department  
Lost Hills & Malibu Station  
Monthly Traffic Safety Management Report**

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*City of CALABASAS  
Date Range Reported: 9/1/2019 to 9/30/2019*

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**Total No. of Collisions: 28 Injury: 7 Non-Injury: 21 Fatal: 0 Private Property: 7**

**Total No. of Citations: 183 Hazardous Cites: 112 Non-Hazardous Cites: 71**

**Collisions by Reporting Districts**

<u>Reporting District</u>	<u>No.</u>	<u>Location</u>
2240	1	at 27001 Agoura Rd and Private Property
2241	2	at Separate Locations
2242	6	at Separate Locations
2243	1	at Las Virgenes Rd and Thousand Oaks Blvd
2244	2	at Separate Locations
2245	3	at Separate Locations
2246	3	at Calabasas Rd and Parkway Calabasas
2247	1	at Mountain Park Dr and Mulholland Hwy
2248	2	at Freedom Dr and Mulholland Hwy
	2	at Mulholland Hwy and Old Topanga Canyon Rd (W)
	2	at Separate Locations
2249	3	at Separate Locations

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***Collision Occurred Most Frequently On:***

<u>Street Name</u>	<u>Number of Collisions</u>
Mulholland Hwy	5
2 at Freedom Dr	
2 at Old Topanga Canyon Rd (W)	
1 at Mountain Park Dr	

<b>Calabasas Rd</b>		<b>4</b>
	3 at Parkway Calabasas	
	1 at Mulholland Dr	
<b>Las Virgenes Rd</b>		<b>3</b>
	3 at at Separate Locations	
<b>Arroyo Willow Ln</b>		<b>1</b>
	1 at Deer Trail Ct	
<b>Declaration Av</b>		<b>1</b>
	1 at Mulholland Hwy	
<b>Eddingham Av</b>		<b>1</b>
	1 at Mulholland Hwy	
<b>Las Virgenes Canyon Rd</b>		<b>1</b>
	1 at Willow Glen Rd	
<b>Lost Hills Rd</b>		<b>1</b>
	1 at Canwood St	
<b>Old Topanga Canyon Rd</b>		<b>1</b>
	1 at Mulholland Hwy (E)	
<b>Park Sienna</b>		<b>1</b>
	1 at Park Contessa	
<b>Park Sorrento</b>		<b>1</b>
	1 at Park Adelfa	
<b>Thousand Oaks Blvd</b>		<b>1</b>
	1 at Las Virgenes Rd	

***Primary Collision Factors:***

<u>Violations</u>	<u>Description</u>	<u>Number of Collisions</u>
		<b>6</b>
<b>22107</b>	Unsafe Turning Movement	<b>4</b>
<b>23152(a)</b>	Dui; Alcohol	<b>3</b>
<b>22350</b>	Unsafe Speed	<b>3</b>
<b>21801(a)</b>	Left Turns Or U-Turns Yield To Other Vehicles	<b>3</b>
<b>21703</b>	Following Too Closely	<b>2</b>
<b>D</b>		<b>1</b>
<b>22100(b)</b>	Left Turn At Intersections, Improper Position	<b>1</b>
<b>21651(a)(1)</b>		<b>1</b>
<b>20002(a)</b>	Hit-Run Property Damage	<b>1</b>
		<b>0</b>

***Violations Most Frequently Cited:***

<u>Violations</u>	<u>Description</u>	<u>Number of Citations</u>
<b>22350</b>	Unsafe Speed	<b>29</b>
<b>4000(a)(1)</b>	Vehicle Registration Required	<b>24</b>
<b>21461(a)</b>	Obey Traffic Control Sign	<b>22</b>

12500(a)	Unlicensed Driver	19
16028(a)	Proof Of Financial Liability-Traffic Accident	16
5200(a)	License Plates, Two On A Vehicle Front/Rear	16
23123.5(a)	Texting While Driving	10
22450(a)	Failure To Stop For Posted Stop Sign	9
24252(a)	Maintain Required Lighting	8
14601.1(a)	Driving With Suspended License	6
23152(a)	Dui; Alcohol	6
26708(a)(		6
12951(a)	Drivers License, Not In Possession	5
22349(a)	Speeding, Excess Of 65 Mph	5
38300	Off-Highway Vehicle, Disobey Signs	5
14601.2(a)	Driving With Suspended License, Dui	4
23152(b)	Dui, .08 Bac Or Greater	4
22101(d)	Req'd Or Prohibited Turn; Fail To Obey Sign	3
24601	License Plate Lamp White Only, Vis 50'	3
4457	Stolen ,lost, Or Damaged Plates And Cards	3
14601.2(b)	Violation Of Driver License Restrictions	2
21703	Following Too Closely	2
22107	Unsafe Turning Movement	2
22349(b)	Exceeding 55 Mph Speed Limit	2
24600(e)	Taillamps Red Vis 1000' (Mfr Post-1968)	2
14600(a)	Change Of Address Notification To Dmv Required	1
21453(a)	Red Signal; Failure To Stop	1
21453(b)	Stop; Yield Before Making Turn	1
21456(b)	Wait Or Don't Walk Signal	1
21460(a)	Double Yellow Lines; Drive To The Left Of	1
21651(a)(		1
22100(a)	Right Turn At Intersection, Improper Position	1
23103(a)	Reckless Driving	1
23123(a)	Using Wireless Hand Held Phone While Driving	1
23222(a)	Possess Open Container While Driving	1
24250	No Headlight During Dark	1
24603(b)	Stoplamps 2 Required (Mfr Post 1957)	1
26710	Defective Windshield & Rear Windows	1
27360(b)	Driver Allow Child Without Child Seat	1
4454(a)	Registration Card Kept With Vehicle	1
5204(a)	Current Month And Year Tabs Attached	1

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### ***Collisions Involving Pedestrians: 1***

#### **Most Frequent Violations**

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***Collisions Involving Bicyclists: 0***

**Most Frequent Violations**

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**L.A. County Sheriff's Department  
Lost Hills & Malibu Station**

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**Monthly Traffic Collision Report**

*10/15/2019 City of CALABASAS*

*Date Range Reported: 9/1/2019 to 9/30/2019*

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**Collisions**

Total Non-Injury Collisions	21
Total Injury and Fatal Collisions	7
Total Collisions (Injury + Non-Injury)	28

**DUI Collisions**

Number of DUI Collisions with Fatalities	0
Number of DUI Collisions with Injuries	0
Number of DUI Collisions Involving Property Damage	3
Total Number of DUI Collision Deaths	0
Total Number of DUI Collision injuries	0
Total Number of DUI Collisions	3
Total Actual Number of DUI Arrests	6

**Non-DUI Collisions**

Number of Non-DUI Collisions with Fatalities	0
Number of Non-DUI Collisions with Injuries	7
Number of Non-DUI Collisions Involving Property Damage	18
Total Number of Non-DUI Collision Deaths	0
Total Number of Non-DUI Collision injuries	10

**Vehicle/Pedestrian Collisions**

Number of Vehicle/Pedestrian Collisions with Fatalities	0
Number of Vehicle/Pedestrian Collisions with Injuries	0
Total Number of Pedestrian Fatalities	0
Total Number of Pedestrian Injuries	0

**Vehicle/Bicycle Collisions**

Number of Vehicle/Bicycle Collisions with Fatalities	0
Number of Vehicle/Bicycle Collisions with Injuries	0
Total Number of Vehicle/Bicycle Collision Fatalities	0
Total Number of Vehicle/Bicycle Collision Injuries	0



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**Hit & Run Collisions**

Total Number of Hit & Run Fatalities	0
Total Number of Hit & Run Injuries	0
Total Number of PDO Hit & Run Collisions	4

**Traffic Citations**

Total Number of Radar Citations Issued	0
Total Number of Bicycle Citations Issued	0
Total Number of Pedestrian Citations Issued	1
Total Number of Safety Belt Citations Issued	0
Total Number of Child Restraint Citations Issued	1
Total Number of Financial Responsibility Citations Issued	16
Total Number of Hazardous Citations Issued	112
Total Number of Non-Hazardous Citations Issued	71
Total Number of Citations Issued	183

**Parking Citations**

Total Number of Parking Citations Issued	0
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**Miscellaneous**

Child in Passenger Seat or Belts, Number of Fatalities	
Child in Passenger Seat or Belts, Number of Injuries	
Child Not in Passenger Seat or Belts, Number of Fatalities	
Child Not in Passenger Seat or Belts, Number of Injuries	
Number of Code 3 or Pursuit Collision Fatalities	
Number of Code 3 or Pursuit Collision Injuries	
Number of Patrol Vehicle Rear-End Collisions with Amber On	

**Enforcement Index**

Enforcement Index	16.0
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**L.A. County Sheriff's Department  
Lost Hills & Malibu Station**

**From 9/1/2019 to 9/30/2019**

**Total Collisions: 28  
Injury Collisions: 8  
Fatal Collisions: 0**

**Collision Summary Report**

**10/15/19**

**Page 1 of 5**

<b>919-04960-2243-250</b>	9/1/2019	19:00	Sunday	THOUSAND OAKS BLVD - LAS VIRGENES RD	0'	Direction: Not Stated				Pty at Fault:1
						Hit & Run: Misde	Property Damage Only	# Inj: 0	# Killed: 0	
<b>Party 1</b>	Driver				Age:					No Injury
	Veh Type:				Sobriety:	Assoc Factor:				
<b>Party 2</b>	Parked Vehicle	West			Age:	2014 BMW	528i	Passenger Car, Station Wagon, Jeep		No Injury
	Veh Type:	Passenger Car			Sobriety:	Assoc Factor:				
<b>919-04963-2242-242</b>	9/1/2019	23:08	Sunday	4029 LAS VIRGENES RD -	'	Direction:	Dark - Street Lig	Clear		Pty at Fault:1
	Hit Object			Fixed Object		Driving Under Influence	23152(a)	Hit & Run: No	Property Damage Only	# Inj: 0 # Killed: 0
<b>Party 1</b>	Driver	South	Proceeding Straight	Male	Age: 31	2019 JEEP	CHEROKEE	Sport Utility Vehicle		No Injury
	Veh Type:	Passenger Car	Sobriety: HBD Under Influen	Assoc Factor: Violation			Shoulder Harness Used	Cell Phone Not In Use		
<b>919-04979-2242-471</b>	9/2/2019	12:26	Monday	LAS VIRGENES RD - PAXTON RD	217'	Direction: South	Daylight	Clear		Pty at Fault:1
	Rear-End			Other Motor Vehicle		Following Too Closely	21703	Hit & Run: No	Complaint of Pain	# Inj: 1 # Killed: 0
<b>Party 1</b>	Driver	North	Stopped In Road	Female	Age: 21	2005 TOYOTA	TACOMA	Pickups & Panels		No Injury
	Veh Type:	Pickup Truck	Sobriety: HNBD	Assoc Factor: None Apparent			Lap/Shoulder Harness Used	Cell Phone Not In Use		
<b>Party 2</b>	Driver	North	Proceeding Straight	Male	Age: 52	2018 LAND ROVER	RANGE ROVER	Sport Utility Vehicle		Complaint of Pain
	Veh Type:	Passenger Car	Sobriety: HNBD	Assoc Factor: None Apparent			Lap/Shoulder Harness Used	Cell Phone Not In Use		
<b>919-05007-2241-471</b>	9/3/2019	14:50	Tuesday	LOST HILLS RD - CANWOOD ST	450'	Direction: South	Daylight	Clear		Pty at Fault:1
	Broadside			Other Motor Vehicle		Auto R/W Violation	21801(a)	Hit & Run: No	Other Visible Injury	# Inj: 1 # Killed: 0
<b>Party 1</b>	Driver	South	Making Left Turn	Male	Age: 32	1999 NISSAN	FRONTIER	Pickups & Panels		No Injury
	Veh Type:	Pickup Truck	Sobriety: HNBD	Assoc Factor: None Apparent			Lap/Shoulder Harness Used	Cell Phone Not In Use		
<b>Party 2</b>	Driver	North	Proceeding Straight	Male	Age: 30	2019 CHEVROLET	CRUZE	Passenger Car, Station Wagon, Jeep		Other Visible Injury
	Veh Type:	Passenger Car	Sobriety: HNBD	Assoc Factor: None Apparent			Lap/Shoulder Harness Used	Cell Phone Not In Use		
<b>919-05014-2245-255</b>	9/4/2019	01:04	Wednesday	PARK SIENNA - PARK CONTESSA	0'	Direction: Not Stated	Dark - Street Lig	Clear		Pty at Fault:1
	Head-On			Fixed Object		Unsafe Speed	22350	Hit & Run: No	Property Damage Only	# Inj: 0 # Killed: 0
<b>Party 1</b>	Driver	East	Proceeding Straight	Male	Age: 27	2019 BMW	30i	Sport Utility Vehicle		No Injury
	Veh Type:	Passenger Car	Sobriety: HNBD	Assoc Factor: None Apparent			Lap/Shoulder Harness Used	Cell Phone Not In Use		
<b>919-05053-2248-471</b>	9/5/2019	14:33	Thursday	MULHOLLAND HWY - OLD TOPANGA CANYON RD (	250'	Direction: West	Daylight	Clear		Pty at Fault:1
	Head-On			Pedestrian		Following Too Closely	21703	Hit & Run: No	Property Damage Only	# Inj: 0 # Killed: 0
<b>Party 1</b>	Driver	East	Proceeding Straight	Female	Age: 19	2006 NISSAN	XTERRA	Sport Utility Vehicle		No Injury
	Veh Type:	Passenger Car	Sobriety: HNBD	Assoc Factor: Inattention			Lap/Shoulder Harness Used	Cell Phone Not In Use		
<b>Party 2</b>	Driver	East	Stopped In Road	Female	Age: 71	2016 HONDA	HR-V	Sport Utility Vehicle		No Injury
	Veh Type:	Passenger Car	Sobriety: HNBD	Assoc Factor: Stop and Go Traffi			Lap/Shoulder Harness Used	Not Stated		

<b>Party 3</b>	Pedestrian	West	Other	Male	Age: 47							No Injury
Veh Type:			Sobriety: HNBD		Assoc Factor: None Apparent			Not Stated				
<b>919-05159-2249-472</b>	<b>9/5/2019</b>	<b>14:38</b>	Thursday		DECLARATION AV - MULHOLLAND HWY	0'	Direction: Not Stated					Pty at Fault:
							Hit & Run: No	Property Damage Only	# Inj: 0	# Killed: 0		
<b>Party 1</b>	Driver	West		Female	Age: 50	2019 GMC	ACADIA	Sport Utility Vehicle				No Injury
Veh Type:	Passenger Car		Sobriety:		Assoc Factor:		Lap/Shoulder Harness Used					
<b>Party 2</b>	Driver	West		Female	Age: 44	2010 TOYOTA	SIENNA	Mini Van				No Injury
Veh Type:	Passenger Car		Sobriety:		Assoc Factor:		Lap/Shoulder Harness Used					
<b>919-05056-2241-472</b>	<b>9/5/2019</b>	<b>15:30</b>	Thursday		LAS VIRGENES RD - RT 101 SBOFF/R	30'	Direction: South	Daylight	Clear			Pty at Fault:1
	Sideswipe		Other Motor Vehicle		Improper Turning	22107	Hit & Run: No	Property Damage Only	# Inj: 0	# Killed: 0		
<b>Party 1</b>	Driver	South	Making Right Turn	Male	Age: 17	2018 BMW	330E	Passenger Car, Station Wagon, Jeep				No Injury
Veh Type:	Passenger Car		Sobriety: HNBD		Assoc Factor: None Apparent		Lap/Shoulder Harness Used	Cell Phone Not In Use				
<b>Party 2</b>	Driver	South	Proceeding Straight	Male	Age: 28	2019 VOLKSWAGEN	ATLAS	Sport Utility Vehicle				No Injury
Veh Type:	Passenger Car		Sobriety: HNBD		Assoc Factor: None Apparent		Lap/Shoulder Harness Used	Cell Phone Not In Use				
<b>919-05114-2242-471</b>	<b>9/8/2019</b>	<b>09:31</b>	Sunday		LAS VIRGENES RD - RT 101 NBOFF/R	37'	Direction: South	Daylight	Clear			Pty at Fault:1
	Broadside		Other Motor Vehicle		Auto R/W Violation	21801(a)	Hit & Run: No	Severe Injury	# Inj: 1	# Killed: 0		
<b>Party 1</b>	Driver	East	Making Left Turn	Male	Age: 25	2019 NISSAN	ROGUE	Sport Utility Vehicle				No Injury
Veh Type:	Passenger Car		Sobriety: HNBD		Assoc Factor: None Apparent		Lap/Shoulder Harness Used	Cell Phone Not In Use				
<b>Party 2</b>	Driver	South	Proceeding Straight	Male	Age: 19	2018 KAWASAKI	UNK	Motorcycle				Severe Injury
Veh Type:	Motorcycle		Sobriety: HNBD		Assoc Factor: None Apparent		Lap/Shoulder Harness Used	Cell Phone Not In Use				
<b>919-05189-2248-242</b>	<b>9/11/2019</b>	<b>23:27</b>	Wednesday		MULHOLLAND HWY - FREEDOM DR	0'	Direction: Not Stated	Dark - Street Lig	Clear			Pty at Fault:1
	Hit Object		Other Object		Driving Under Influence	23152(a)	Hit & Run: No	Property Damage Only	# Inj: 0	# Killed: 0		
<b>Party 1</b>	Driver	West	Proceeding Straight	Male	Age: 37	2019 AUDI	A4	Passenger Car, Station Wagon, Jeep				No Injury
Veh Type:	Passenger Car		Sobriety: HBD Under Influen		Assoc Factor: None Apparent		Lap/Shoulder Harness Used	Cell Phone Not In Use				
<b>919-05206-2246-472</b>	<b>9/12/2019</b>	<b>16:10</b>	Thursday		CALABASAS RD - PARKWAY CALABASAS	0'	Direction: West	Daylight	Clear			Pty at Fault:1
	Sideswipe		Motor Vehicle on Othe		Improper Turning	22107	Hit & Run: No	Property Damage Only	# Inj: 0	# Killed: 0		
<b>Party 1</b>	Driver	North	Making Left Turn	Male	Age: 15	2018 TOYOTA	TACOMA	Pickups & Panels				No Injury
Veh Type:	Pickup Truck		Sobriety: HNBD		Assoc Factor: Entering - Leaving		Lap/Shoulder Harness Used	Cell Phone Not In Use				
<b>Party 2</b>	Driver	West	Proceeding Straight	Male	Age: 60	2006 LEXUS	RX400H	Sport Utility Vehicle				No Injury
Veh Type:	Passenger Car		Sobriety: HNBD		Assoc Factor: None Apparent		Lap/Shoulder Harness Used	Cell Phone Not In Use				
<b>919-05210-2247-472</b>	<b>9/12/2019</b>	<b>19:03</b>	Thursday		MULHOLLAND HWY - MOUNTAIN PARK DR	0'	Direction: East	Dusk - Dawn	Clear			Pty at Fault:1
	Other		Animal		Other Than Driver		Hit & Run: No	Property Damage Only	# Inj: 0	# Killed: 0		
<b>Party 1</b>	Driver	East	Proceeding Straight	Male	Age: 27	2017 FORD	FUSION	Passenger Car, Station Wagon, Jeep				No Injury
Veh Type:	Passenger Car		Sobriety: HNBD		Assoc Factor: None Apparent		Lap/Shoulder Harness Used	Cell Phone Not In Use				
<b>919-05239-2248-250</b>	<b>9/13/2019</b>	<b>07:00</b>	Friday		22855 MULHOLLAND HWY - PRIVATE PROPERTY	'	Direction:	Dark - Street Lig	Clear			Pty at Fault:1
	Sideswipe		Parked Motor Vehicle		Unknown	D	Hit & Run: Misd	Property Damage Only	# Inj: 0	# Killed: 0		
<b>Party 1</b>	Driver		Other		Age:							No Injury
Veh Type:			Sobriety: Impairment Not Kno		Assoc Factor: None Apparent			Not Stated				
<b>Party 2</b>	Parked Vehicle	West	Parked		Age:	2018 AUDI	A3	Passenger Car, Station Wagon, Jeep				No Injury
Veh Type:	Passenger Car		Sobriety: Not Applicable		Assoc Factor: None Apparent			Cell Phone Not In Use				

<b>919-05250-2248-242</b>	9/14/2019	16:58	Saturday	PARK SORRENTO - PARK ADELFA			0'	Direction: Not Stated	Daylight	Clear	Pty at Fault:1
	Hit Object		Fixed Object	Driving Under Influence			23152(a)	Hit & Run: No	Property Damage Only	# Inj: 0	# Killed: 0
<b>Party 1</b>	Driver	South	Proceeding Straight	Female	Age: 65	2003 MERCEDES-BENZ C320		Passenger Car, Station Wagon, Jeep		No Injury	
	Veh Type: Passenger Car		Sobriety: HBD Under Influenc	Assoc Factor: Violation		Lap/Shoulder Harness Used		Cell Phone Not In Use			
<b>919-05278-2249-471</b>	9/16/2019	07:30	Monday	OLD TOPANGA CANYON RD - MULHOLLAND HWY (			30'	Direction: South	Daylight	Clear	Pty at Fault:1
	Sideswipe		Other Motor Vehicle	Improper Turning			22100(b)	Hit & Run: No	Complaint of Pain	# Inj: 2	# Killed: 0
<b>Party 1</b>	Driver	South	Making Left Turn	Female	Age: 16	2019 MERCEDES-BENZ GLA250		Sport Utility Vehicle		No Injury	
	Veh Type: Passenger Car		Sobriety: HNBD	Assoc Factor: None Apparent		Lap/Shoulder Harness Used		Cell Phone Not In Use			
<b>Party 2</b>	Driver	North	Stopped In Road	Male	Age: 59	2008 FORD F-150		Pickups & Panels		Complaint of Pain	
	Veh Type: Pickup Truck		Sobriety: HNBD	Assoc Factor: None Apparent		Lap/Shoulder Harness Used		Cell Phone Not In Use			
<b>919-05307-2248-471</b>	9/17/2019	12:48	Tuesday	MULHOLLAND HWY - OLD TOPANGA CANYON RD (			0'	Direction: West	Daylight	Clear	Pty at Fault:1
	Sideswipe		Other Motor Vehicle	Improper Turning			22107	Hit & Run: No	Property Damage Only	# Inj: 0	# Killed: 0
<b>Party 1</b>	Driver	West	Entering Traffic	Female	Age: 16	2019 TOYOTA CAMRY		Passenger Car, Station Wagon, Jeep		No Injury	
	Veh Type: Passenger Car		Sobriety: HNBD	Assoc Factor: None Apparent		Lap/Shoulder Harness Used		Cell Phone Not In Use			
<b>Party 2</b>	Driver	West	Proceeding Straight	Female	Age: 73	2005 LEXUS RX330		Sport Utility Vehicle		No Injury	
	Veh Type: Passenger Car		Sobriety: HNBD	Assoc Factor: None Apparent		Lap/Shoulder Harness Used		Cell Phone Not In Use			
<b>919-05293-2240-250</b>	9/17/2019	16:30	Tuesday	27001 AGOURA RD - PRIVATE PROPERTY				Direction:	Daylight	Clear	Pty at Fault:1
	Sideswipe		Parked Motor Vehicle	Other Improper Driving				Hit & Run: Misd	Property Damage Only	# Inj: 0	# Killed: 0
<b>Party 1</b>	Driver		Other Unsafe Turning		Age:					No Injury	
	Veh Type:		Sobriety: Impairment Not Kno	Assoc Factor: None Apparent				Cell Phone Not In Use			
<b>Party 2</b>	Parked Vehicle	East	Parked		Age:	2016 HONDA ACCORD		Passenger Car, Station Wagon, Jeep		No Injury	
	Veh Type: Passenger Car		Sobriety: Not Applicable	Assoc Factor: None Apparent				Cell Phone Not In Use			
<b>919-05320-2242-471</b>	9/17/2019	21:00	Tuesday	3812 LUPINE LN - PRIVATE PROPERTY				Direction:	Dark - Street Lig	Clear	Pty at Fault:1
	Other		Non-Collision	Other Improper Driving				Hit & Run: No	Other Visible Injury	# Inj: 0	# Killed: 0
<b>Party 1</b>	Driver	West	Proceeding Straight	Female	Age: 24	2007 KAWASAKI NINJA		Motorcycle		Other Visible Injury	
	Veh Type: Motorcycle		Sobriety: HNBD	Assoc Factor: None Apparent		M/C Helmet Driver - No		Cell Phone Not In Use			
<b>919-05339-2246-471</b>	9/18/2019	18:52	Wednesday	CALABASAS RD - PARKWAY CALABASAS			2640'	Direction: West	Daylight	Clear	Pty at Fault:1
	Broadside		Other Motor Vehicle	Auto R/W Violation			21801(a)	Hit & Run: No	Property Damage Only	# Inj: 0	# Killed: 0
<b>Party 1</b>	Driver	East	Making Left Turn	Male	Age: 22	2016 SUBARU WRX		Passenger Car, Station Wagon, Jeep		No Injury	
	Veh Type: Passenger Car		Sobriety: HNBD	Assoc Factor: None Apparent		Lap/Shoulder Harness Used		Cell Phone Not In Use			
<b>Party 2</b>	Driver	North	Proceeding Straight	Male	Age: 44	2019 BMW X3		Sport Utility Vehicle		No Injury	
	Veh Type: Passenger Car		Sobriety: HNBD	Assoc Factor: None Apparent		Lap/Shoulder Harness Used		Cell Phone Not In Use			
<b>919-05344-2248-472</b>	9/19/2019	08:09	Thursday	MULHOLLAND HWY - FREEDOM DR			100'	Direction: South	Daylight	Clear	Pty at Fault:1
	Sideswipe		Other Motor Vehicle	Unknown				Hit & Run: No	Property Damage Only	# Inj: 0	# Killed: 0
<b>Party 1</b>	Driver	South	Proceeding Straight	Male	Age: 46	2018 BMW 540I		Passenger Car, Station Wagon, Jeep		No Injury	
	Veh Type: Passenger Car		Sobriety: HNBD	Assoc Factor: Stop and Go Traffi		Lap/Shoulder Harness Used		Cell Phone Not In Use			
<b>Party 2</b>	Driver	South	Merging	Female	Age: 40	2017 HYUNDAI SANTA FE		Sport Utility Vehicle		No Injury	
	Veh Type: Passenger Car		Sobriety: HNBD	Assoc Factor: None Apparent		Lap/Shoulder Harness Used		Cell Phone Not In Use			
<b>919-05356-2249-472</b>	9/19/2019	17:21	Thursday	EDDINGHAM AV - MULHOLLAND HWY			0'	Direction: Not Stated	Daylight	Clear	Pty at Fault:1
	Hit Object		Fixed Object	Improper Turning			22107	Hit & Run: No	Property Damage Only	# Inj: 0	# Killed: 0

<b>Party 1</b>	Driver	West	Making Left Turn	Male	Age: 17	2008 HONDA	ACCORD	Passenger Car, Station Wagon, Jeep	No Injury		
	Veh Type: Passenger Car		Sobriety: Not Applicable			Assoc Factor: None Apparent	Lap/Shoulder Harness Used	Cell Phone Not In Use			
<b>919-05359-2246-471</b>		<b>9/19/2019</b>	<b>18:50</b>	Thursday		CALABASAS RD - PARKWAY CALABASAS	106'	Direction: West	Dusk - Dawn	Clear	Pty at Fault:1
	Rear-End		Other Motor Vehicle			Unsafe Speed	22350	Hit & Run: No	Complaint of Pain	# Inj: 2	# Killed: 0
<b>Party 1</b>	Driver	East	Proceeding Straight	Male	Age: 54	2017 BMW	328D	Passenger Car, Station Wagon, Jeep	Complaint of Pain		
	Veh Type: Passenger Car		Sobriety: HNBD			Assoc Factor: None Apparent	Lap/Shoulder Harness Used	Cell Phone Not In Use			
<b>Party 2</b>	Driver	East	Stopped In Road	Male	Age: 35	1990 JEEP	CHEROKEE	Sport Utility Vehicle	Complaint of Pain		
	Veh Type: Passenger Car		Sobriety: HNBD			Assoc Factor: None Apparent	Lap/Shoulder Harness Used	Cell Phone Not In Use			
<b>Party 3</b>	Driver	East	Stopped In Road	Female	Age: 33	2013 AUDI	A3	Passenger Car, Station Wagon, Jeep	No Injury		
	Veh Type: Passenger Car		Sobriety: HNBD			Assoc Factor: None Apparent	Lap/Shoulder Harness Used	Cell Phone Not In Use			
<b>Party 4</b>	Driver	East	Stopped In Road	Female	Age: 27	2017 HONDA	CIVIC	Passenger Car, Station Wagon, Jeep	No Injury		
	Veh Type: Passenger Car		Sobriety: HNBD			Assoc Factor: None Apparent	Lap/Shoulder Harness Used	Hazardous Material			
<b>919-05378-2245-471</b>		<b>9/20/2019</b>	<b>13:40</b>	Friday		24115 CALABASAS RD - PRIVATE PROPERTY	'	Direction:	Daylight	Clear	Pty at Fault:1
	Broadside		Other Motor Vehicle			Other Improper Driving		Hit & Run: No	Severe Injury	# Inj: 2	# Killed: 0
<b>Party 1</b>	Driver	East	Making Right Turn	Male	Age: 40	2015 JEEP	RUBICAON	Sport Utility Vehicle	No Injury		
	Veh Type: Passenger Car		Sobriety: HNBD			Assoc Factor: Inattention	Lap/Shoulder Harness Used	Cell Phone Not In Use			
<b>Party 2</b>	Parked Vehicle		Parked		Age:	2016 MERCEDES-BENZ	S550	Passenger Car, Station Wagon, Jeep	No Injury		
	Veh Type: Passenger Car		Sobriety: HNBD			Assoc Factor: None Apparent		Cell Phone Not In Use			
<b>Party 3</b>	Pedestrian		Other	Male	Age: 31			Pedestrian	Severe Injury		
	Veh Type: Pedestrian		Sobriety: HNBD			Assoc Factor: None Apparent		Cell Phone Not In Use			
<b>Party 4</b>	Pedestrian		Other	Male	Age: 47			Pedestrian	Severe Injury		
	Veh Type: Pedestrian		Sobriety: Not Applicable			Assoc Factor: None Apparent		Cell Phone Not In Use			
<b>Party 5</b>	Parked Vehicle		Stopped In Road		Age:	2018 FORD	F350	Pickups & Panels	No Injury		
	Veh Type: Pickup Truck		Sobriety: HNBD			Assoc Factor: None Apparent		Cell Phone Not In Use			
<b>919-05422-2244-472</b>		<b>9/22/2019</b>	<b>16:00</b>	Sunday		LAS VIRGENES CANYON RD - WILLOW GLEN RD	151'	Direction: North	Daylight	Clear	Pty at Fault:1
	Broadside		Other Motor Vehicle			Other Improper Driving	21651(a)(1)	Hit & Run: No	Other Visible Injury	# Inj: 1	# Killed: 0
<b>Party 1</b>	Driver	North	Proceeding Straight	Female	Age: 25	2010 DODGE	AVENGER	Passenger Car, Station Wagon, Jeep	Other Visible Injury		
	Veh Type: Passenger Car		Sobriety: HNBD			Assoc Factor: None Apparent	Lap/Shoulder Harness Used	Cell Phone Not In Use			
<b>Party 2</b>	Driver	South	Proceeding Straight	Male	Age: 26	2017 FORD	FUSION	Passenger Car, Station Wagon, Jeep	No Injury		
	Veh Type: Passenger Car		Sobriety: HNBD			Assoc Factor: None Apparent	Lap/Shoulder Harness Used	Cell Phone Not In Use			
<b>Party 3</b>	Driver	South	Proceeding Straight	Male	Age: 28	2015 FORD	F350	Pickups & Panels	No Injury		
	Veh Type: Pickup Truck		Sobriety: HNBD			Assoc Factor: None Apparent	Lap/Shoulder Harness Used	Cell Phone Not In Use			
<b>919-05435-2244-471</b>		<b>9/23/2019</b>	<b>15:30</b>	Monday		4111 LAS VIRGENES RD - PRIVATE PROPERTY	'	Direction:	Daylight	Clear	Pty at Fault:1
	Sideswipe		Parked Motor Vehicle			Other Improper Driving		Hit & Run: No	Property Damage Only	# Inj: 0	# Killed: 0
<b>Party 1</b>	Driver	West	Backing	Female	Age: 41	2018 HYUNDAI	SANTA FE	Passenger Car, Station Wagon, Jeep	No Injury		
	Veh Type: Passenger Car		Sobriety: HNBD			Assoc Factor: None Apparent	Lap/Shoulder Harness Used	Cell Phone Not In Use			
<b>Party 2</b>	Driver		Parked	Male	Age: 51	2008 JEEP	WRANGLER	Passenger Car, Station Wagon, Jeep	No Injury		
	Veh Type: Passenger Car		Sobriety: HNBD			Assoc Factor: None Apparent		Cell Phone Not In Use			
<b>919-05604-2242-472</b>		<b>9/23/2019</b>	<b>20:25</b>	Monday		CALABASAS RD - MULHOLLAND DR	0'	Direction: Not Stated			Pty at Fault:
								Hit & Run: No	Property Damage Only	# Inj: 0	# Killed: 0
<b>Party 1</b>	Driver	East		Female	Age: 37	2014 HYUNDAI	SONATA	Passenger Car, Station Wagon, Jeep	No Injury		
	Veh Type: Passenger Car		Sobriety:			Assoc Factor:	Lap/Shoulder Harness Used				

<b>Party 2</b>	Driver	East		Female	Age: 56	2019 FORD	ESCAPE	Passenger Car, Station Wagon, Jeep	No Injury	
	Veh Type: Passenger Car		Sobriety:		Assoc Factor:		Lap/Shoulder Harness Used			
<b>919-05479-2242-472</b>	<b>9/25/2019</b>	<b>08:00</b>	Wednesday	ARROYO WILLOW LN - DEER TRAIL CT		150'	Direction: South	Daylight	Clear	Pty at Fault:1
	Rear-End		Parked Motor Vehicle	Unsafe Speed		22350	Hit & Run: No	Property Damage Only	# Inj: 0	# Killed: 0
<b>Party 1</b>	Driver	South	Proceeding Straight	Female	Age: 59	2019 TOYOTA	CAMRY	Passenger Car, Station Wagon, Jeep	No Injury	
	Veh Type: Passenger Car		Sobriety: HNBD		Assoc Factor: None Apparent		Lap/Shoulder Harness Used	Cell Phone Not In Use		
<b>Party 2</b>	Parked Vehicle	South	Parked	Age:	2006 MERCEDES-BENZ	E350		Passenger Car, Station Wagon, Jeep	No Injury	
	Veh Type: Passenger Car		Sobriety: HNBD		Assoc Factor: None Apparent			Cell Phone Not In Use		
<b>919-05570-2245-250</b>	<b>9/28/2019</b>	<b>13:10</b>	Saturday	23400 PARK SORRENTO - PRIVATE PROPERTY			Direction:	Daylight	Clear	Pty at Fault:1
	Rear-End		Other Motor Vehicle	Unknown		20002(a)	Hit & Run: Misd	Property Damage Only	# Inj: 0	# Killed: 0
<b>Party 1</b>	Driver	East	Slowing/Stopping	Age:	2019 JEEP	WRANGLER		Passenger Car, Station Wagon, Jeep	No Injury	
	Veh Type: Passenger Car		Sobriety: Impairment Not Kno		Assoc Factor: Runaway Vehicle			Not Stated		
<b>Party 2</b>	Driver	East	Stopped In Road	Male	Age: 37	2018 INFINITI	QX60	Passenger Car, Station Wagon, Jeep	No Injury	
	Veh Type: Passenger Car		Sobriety: HNBD		Assoc Factor: None Apparent		Lap/Shoulder Harness Used	Cell Phone Not In Use		

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**CITY of CALABASAS**

**CITY COUNCIL AGENDA REPORT**

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**DATE: NOVEMBER 4, 2019**

**TO: HONORABLE MAYOR AND COUNCILMEMBERS**

**FROM: SC SPARKY COHEN, BUILDING OFFICIAL**

**SUBJECT: INTRODUCTION OF ORDINANCE NO. 2019-372 ADOPTING THE CALIFORNIA CODE OF REGULATIONS - TITLE 24, THE 2019 CALIFORNIA BUILDING STANDARDS CODE PARTS 1 THROUGH 12 WITH LOCAL AMENDMENTS THERETO AND THE INTERNATIONAL PROPERTY MAINTENANCE CODE**

**MEETING DATE: NOVEMBER 13, 2019**

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**SUMMARY RECOMMENDATION:**

Staff recommends that City Council introduce Ordinance No. 2019-372, which proposes adoption of the 2019 California Building Standards Code (California Code of Regulations Title 24) with minimal local amendments and the 2015 International Property Maintenance Code as referenced in Chapter 1 of the 2019 California Residential Code.

**BACKGROUND:**

The adopted building codes for the City of Calabasas are located in Chapter 15.04 of the Municipal Code. Primarily, these provisions are directly related to the California Building Standards Code, which is published in its entirety every three years by order of the California legislature. The Codes apply to all occupancies in the State of California unless otherwise annotated. The 2015 International Property Maintenance Code is referenced in Chapter 1 of the 2019 California Residential Code but would not be part of the Code unless specifically adopted.

## DISCUSSION/ANALYSIS:

Section of 17958 of the California Health and Safety Code requires that the latest California Codes apply to local jurisdictions 180 days after they become effective at the State level. On July 1, 2019, The California Building Standards Commission (the Commission) adopted the 2019 Edition of the Building Standards Codes and they become effective at the local level January 1, 2020.

The Commission completed the adoption and approval of the following building standards that are applicable to the City:

Part 1	California Administrative Code
Part 2	California Building Code (Volumes 1 and 2)
Part 2.5	California Residential Code
Part 3	California Electrical Code
Part 4	California Mechanical Code
Part 5	California Plumbing Code
Part 6	California Energy Code
Part 7	<i>(Vacant- Not Applicable)</i>
Part 8	California Historical Building Code
Part 9	California Fire Code
Part 10	California Existing Building Code
Part 11	California Green Building Standards Code
Part 12	California Referenced Standards Code

A complete set of the 2019 California Building Standards Codes is available for review in the office of Building and Safety. The new codes are also available for viewing by visiting the Building Standards Commissions website at <http://www.bsc.ca.gov/>.

Staff recommends a simplistic approach for this triennial code adoption cycle and Ordinance 2019-372 will accomplish this task as follows:

- Two historic administrative amendments are proposed to be maintained this year (i) one in Section 15.04.030, which is in regards to Building Code related appeals and the process for establishing appeal boards and (ii) one of which is in Section 15.04.350 regarding disaster responses and the safety assessment placards utilized for posting observed structures.
- Last year in response to California Assembly Bill 2188 and 1236, Council adopted an expedited permit process for small residential roof mount solar photovoltaic electrical systems and for electrical vehicle charging stations. Those amendments are proposed to be maintained.



- The County of Los Angeles Fire Department provides fire protection services for the City of Calabasas and they serve as Fire Code Officials to the city via enforcement of the Consolidated Fire Protection District Code of Los Angeles County. It is anticipated that at some point in time this year, the Fire Department will update the Consolidated Fire Protection District Code of Los Angeles County following the triennial code cycle pattern; staff recommends adoption by reference to eliminate a secondary and separate Council Agenda Item at a future date.
- Adoption of the 2015 International Property Maintenance Code will provide useful provisions in regards to vacant buildings. These include the closing of vacant structures, board up standards, and the maintenance of the exterior of premises on private property.

#### **CALIFORNIA ENVIRONMENTAL QUALITY ACT FINDING**

This Ordinance is exempt from the California Environmental Quality Act in accordance with section 15061(b)(3) of the California Code of Regulations, the adoption of these local amendments to the Calabasas Municipal Code are exempt from the provisions of the California Environmental Quality Act because such actions are largely administrative in nature, are designed to improve and not degrade environmental quality, and the impacts of these local amendments to the building standards code will not adversely affect the environment in any manner that could be significant.

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

None

#### **REQUESTED ACTION:**

Staff recommends that the City Council Introduce Ordinance No. 2019-372 which proposes adoption of the 2019 California Building Code (California Code of Regulations, Title 24) Parts 1-12 with local amendments, as well as the 2015 International Property Maintenance Code.

#### **ATTACHMENTS:**

1. Ordinance 2019-372
2. Ordinance 2019-372 - Exhibit 1 – Findings of local conditions

**WEBSITE LINK:** 2015 International Property Maintenance Code

<https://codes.iccsafe.org/content/IPMC2015/effective-use-of-the-international-property-maintenance-code>

**ITEM 10 ATTACHMENT 1  
ORDINANCE NO. 2019-372**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CALABASAS, CALIFORNIA ADOPTING BY REFERENCE, PURSUANT TO GOVERNMENT CODE SECTION 50022.2 AND CALIFORNIA CODE OF REGULATIONS - TITLE 24, THE 2019 CALIFORNIA BUILDING STANDARDS CODE PARTS 1 THROUGH 12 AND THE 2015 INTERNATIONAL PROPERTY MAINTENANCE CODE; ADOPTING LOCAL AND ADMINISTRATIVE AMENDMENTS THERETO IN ACCORDANCE WITH CALIFORNIA HEALTH AND SAFETY CODE SECTIONS 17951 (e).17922, 17958, 17958.5 AND 17958.7; AND FINDING THAT THE ADOPTION OF THIS AMENDMENT IS EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT.**

WHEREAS, the City Council of the City of Calabasas does hereby find that there is a need to enforce the most current editions of the California Building Standards Code, with local amendments thereof, as recited herein for regulating and controlling the design, erection, construction, enlargement, installation, alteration, repair, relocation, removal, use and occupancy, demolition, conversion, height and area, location and maintenance, and quality of materials of all buildings and structures and plumbing, mechanical, electrical and fire suppression systems and certain equipment within the City;

WHEREAS, The City of Calabasas is located in an area subject to climatic conditions with long periods of low humidity and hot weather, combined with unpredictable seasonal Santa Ana high wind conditions resulting in increased exposure to fire risk;

WHEREAS, the City of Calabasas is in the Santa Monica Mountains with features such as steep canyons and hillsides that accelerate and intensify fire movement and adoption of the latest Consolidated Fire Protection District Code of the County of Los Angeles is essential to protect the City from hazards of epic proportions such as those revealed in the aftermath of the Woolsey Canyon Fire of 2018, a fire of which destroyed over 1600 structures and caused damages of over five billion dollars;

WHEREAS, the California Department of Forestry and Fire Protection ("CAL Fire") has determined that the City of Calabasas is in a Very High Fire Area Severity Zone, which is further reflected via CAL Fire Map ID FHSZLO6\_1\_MAP;

WHEREAS, pursuant to sections 17922, 17958, 17958.5, 17958.7 and 18941.5 of the California Health & Safety Code, the City may adopt the provisions

of the Uniform Building, Plumbing, Mechanical, and Electrical Codes, with certain amendments to the provisions to the codes, which are reasonably necessary to protect the health and welfare of the citizens of Calabasas because of local climatic, geological, or topographical conditions;

WHEREAS, other than adoption of the Consolidated Fire Protection District Code of the County of Los Angeles, no part of this Ordinance imposes a more restrictive California Code Standard based upon local climatic, geographical or topographical findings, and the proposed amendments are solely intended to create administrative processes to comply with California Building Standards Codes and Subsection (a) of Section 65850.5 of the California Government Code;

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

**SECTION 1.** Calabasas Municipal Code Chapter 15.04 (Construction Codes Adopted) of Title 15 (Buildings and Construction) is hereby added to read as follows, with the additions marked by underlined text and deletions marked by ~~struck through~~ text:

**Article I. California Building Code**

**15.04.010 2016 2019 California Building Code adopted.**

A. The 2016 2019 California Building Code, inclusive of Chapter 31 C and Chapter 33, ~~Appendix H, and I of the 2016 California Building Code~~, which regulate the erection, construction, enlargements, alteration, repair, moving, removal, conversion, demolition, occupancy, use, equipment, height, area, security, abatement, and maintenance of buildings or structures within the city provide for the issuance of permits and collection of fees therefor, and provide for penalties for violation thereto, are hereby adopted by reference, and conflicting ordinances are hereby repealed.

B. All of the regulations, provisions, conditions, and terms of said codes, together with the appendices specifically referenced above, one copy of which will be on file and accessible to the public for inspection at the city clerk's office, are hereby referred to, adopted and made part of this chapter as if fully set forth in this chapter with the exceptions, deletions, additions, and amendments thereto as set forth in this subchapter.

**15.04.030 2016 2019 California Building Code Administrative Provisions Adopted.**

A. The Administrative Provisions of the ~~2016~~ 2019 California Building Code contained in Division II of Chapter I of Part 2 of Title 24 California Code of Regulations are hereby adopted by reference pursuant to Government Code sections 50022.2 through 50022.10.

B. All of the regulations, provisions, conditions, and terms of said division, together with the appendices specifically identified here within, one copy of which will be on file and accessible to the public for inspection at the city clerk's office, are hereby referred to, adopted and made part of this chapter as if fully set forth in this chapter.

C. Appeals Boards

Administrative Provisions Section 113, of Chapter I Division II of the ~~2016~~ 2019 California Building Code, is amended to read as follows:

**113 Appeals Boards**

113.1 General

In order to hear and decide appeals of orders, decisions, or determinations of the building official regarding materials or methods of construction pertaining to: the Building Code, Residential Code, Mechanical Code, Plumbing Code, Electrical Code, Energy Code, Historical Building Code, Fire Code, Existing Building Code, Green Building Standards Code, or the International Property Maintenance Code, where necessary the City Council shall appoint upon nomination of the City Manager a Board of Appeals under this code with appropriate technical qualifications. Such nominees shall not include city employees.

113.2 Limitations on Authority.

(a) An application for appeal shall be based on a claim that a decision of the building official to prohibit the use of materials or methods of construction reflects one of the following errors: (i) the true intent of this code or the rules legally adopted thereunder have been incorrectly interpreted, (ii) the provisions of this code do not fully apply according to their terms, or (iii) the materials or methods of constructions proposed are equally well or better suited to accomplish the purposes of this code than those otherwise required by this code.

(b) The Board of Appeals shall have no authority to: (i) waive the requirements of this code, (ii) to consider, decide or rule on the existence or nonexistence of any activity, condition, or use involving real property and/or any structure and other improvements on real property that the building official or another authorized agent of the city has determined to violate Title 15 or any other provision of the Calabasas Municipal Code, or (iii) consider, decide or rule whether persons are

or are not responsible for violations of the Calabasas Municipal Code or public nuisances or what actions are required by responsible persons to correct or abate violations of the Calabasas Code or public nuisances.

### 113.3 Procedures.

A person seeking an appeal under this Section 113 shall file an appeal on a form furnished by the building official and pay an appeal fee in an amount established from time to time by resolution of the City Council. That fee shall be sufficient to cover the cost of the building official's obtaining a written interpretation of relevant provisions of this Title 15 by the International Code Council or any successor thereto. The Board of Appeals may, after hearing, adopt that written interpretation as the decision of the Board. If the Board of Appeals does not adopt that written interpretation, it shall state its reasoning in writing. The Board may establish, by a regulation published in the manner required of ordinances of the City Council, procedures for the conduct of appeals under this Section 113. Judicial review of a decision of the Board of Appeal under this Section 113 may be had pursuant to Code of Civil Procedure Section 1094.5. Judicial review of any decision of the building official not subject to appeal under this Section 105 may be had pursuant to Code of Civil Procedure Section 1085.

#### **15.04.050 Safety assessment placards.**

- A. Intent. This section established standard placards to be used to indicate the condition of a structure for continued occupancy. The section further authorizes the building official and his or her authorized representatives to post the appropriate placard at each entry point to a building or structure upon completion of a safety assessment.
- B. Application of Provisions. The provisions of this chapter are applicable to all buildings and structures of all occupancies regulated by the city of Calabasas. The city council may extend the provisions as necessary.
- C. Definitions. "Safety assessment" means a visual, nondestructive examination of a building or structure for the purpose of determining the condition for continued occupancy.
- D. Placards. The following are verbal descriptions of the official placards to be used to designate the condition for continued occupancy of buildings or structures.
  1. "INSPECTED—Lawful Occupancy Permitted" is to be posted on any building or structure wherein no apparent structural hazard has been found. This placard is not intended to mean that there is no damage to the building or structure.
  2. "RESTRICTED USE" is to be posted on each building or structure that has been damaged wherein the damage has resulted in some form of restriction to the continued occupancy. The individual who posts this placard will note in general terms the type of damage encountered and will clearly and concisely note the restrictions on continued occupancy.

3. "UNSAFE—Do Not Enter or Occupy" is to be posted on each building or structure that has been damaged such that continued occupancy poses a threat to life safety. Buildings or structures posted with this placard shall not be entered under any circumstance except as authorized in writing by the building official, or his or her authorized representative. Safety assessment teams shall be authorized to enter these buildings at any time. This placard is not to be used or considered as a demolition order. The individual who posts this placard will note in general terms the type of damage encountered.
  - (b) The ordinance number, the name of the jurisdiction, its address, and phone number shall be permanently affixed to each placard.
  - (c) Once it has been attached to a building or structure, a placard is not to be removed, altered or covered until done so by an authorized representative of the building official. It is unlawful for any person, firm or corporation to alter, remove, cover or deface a placard unless authorized pursuant to this section.

## **Article II. California Residential Code**

### **15.04.100    ~~2016~~ 2019 California Residential Code adopted.**

A.    The ~~2016~~ 2019 California Residential Code inclusive of Appendix J, which regulate the erection, construction, enlargements, alteration, repair, moving, removal, conversion, demolition, occupancy, use, equipment, height, area, security, abatement, and maintenance of buildings or structures of detached one-and-two-family dwelling, townhouse not more than three stories above grade plane in height, provide for the issuance of permits and collection of fees therefore, and provide for penalties for violation thereto, are hereby adopted by reference, and conflicting ordinances are hereby repealed.

B.    All of the regulations, provisions, conditions, and terms of said codes, together with their appendices, one copy of which will be on file and accessible to the public for inspection at the city clerk's office, are hereby referred to, adopted and made part of this chapter as if fully set forth in this chapter with the exceptions, deletions, additions, and amendments thereto as set forth in this subchapter.

### **15.04.140    ~~2016~~ 2019 California Residential Code Administrative Provisions Adopted.**

A.    Chapter I Division II Administrative Provisions of the ~~2016~~ 2019 California Residential Code are hereby adopted by reference.

B.    The ~~2016~~ 2019 California Residential Code Chapter I Division II Board of Appeals Section R112 is amended to read as follows:

## **R112 Board of Appeals**

Appeals pertaining to the Residential Building Code, shall be governed by Calabasas Municipal Code Section 15.04.030.

### **Article III. California Mechanical Code**

#### **15.04.180 ~~2016~~ 2019 California Mechanical Code adopted.**

A. The ~~2016~~ 2019 California Mechanical Code inclusive of Appendices A, B, C, F, and G, which regulate and control the design, construction, quality of materials, erection, installation, alteration, repair, location, relocation, replacement, addition to, use or maintenance of heating, venting, cooling, refrigeration systems, or other miscellaneous heat-producing appliances in the city, provides for the issuance of permits and collection of fees therefore and provides for penalties for the violation thereof, with certain changes and amendments thereto, is hereby adopted by reference, and all conflicting ordinances are hereby repealed.

B. All of the regulations, provisions, conditions, and terms of said codes, together with their appendices, one copy of which will be on file and accessible to the public for inspection at the city clerk's office, are hereby referred to, adopted, and made part of this chapter as if fully set forth in this chapter with the exceptions, deletions, additions, and amendments thereto as set forth in this subchapter.

#### **15.04.200 ~~2016~~ 2019 California Mechanical Code Administrative Provisions Adopted.**

A. Division II of Chapter I Administrative Provisions of the ~~2016~~ 2019 California Mechanical Code are hereby adopted by reference pursuant to Government Code sections 50022.2 through 50022.10.

B. The 2016 California Mechanical Code Division II of Chapter I Section 108.0 Board of Appeals is amended to read as follows:

#### **108.0 Board of Appeals**

Appeals pertaining to the Mechanical Code, shall be governed by Calabasas Municipal Code Section 15.04.030.

### **Article IV California Plumbing Code**

#### **15.04.240 ~~2016~~ 2019 California Plumbing Code adopted.**

(A) The ~~2016~~ 2019 California Plumbing Code inclusive of ~~2016~~ California Plumbing Code Appendices A, Appendix B, ~~Appendix C~~, Appendix D, Appendix F, Appendix G, Appendix H, Appendix I, K, L, and M, which provide minimum requirements and standards for the protection of the public health, safety and welfare by regulating the installation or alteration of plumbing and drainage, materials, venting, wastes, traps, interceptors, water systems, sewers, gas piping, water heaters and other related products, and workmanship in the city, provide for the issuance of permits and collection of fees therefor, and provide for penalties for the violations thereof, with certain changes and amendments thereto, are hereby adopted by reference, and conflicting ordinances are hereby repealed.

(B) All of the regulations, provisions, conditions, and terms of said codes, together with their appendices, one copy of which will be on file and accessible to the public for inspection at the city clerk's office, are hereby referred to, adopted, and made part of this chapter as if fully set forth in this chapter with the exceptions, deletions, additions, and amendments thereto as set forth in this subchapter.

**15.04.280 ~~2016~~ 2019 California Plumbing Code Administrative Provisions Adopted.**

A. Division II of Chapter I Administrative Provisions of the ~~2016~~ 2019 California Plumbing Code are hereby adopted by reference pursuant to Government Code sections 50022.2 through 50022.10.

B. All of the regulations, provisions, conditions, and terms of said division, together with their appendices, one copy of which will be on file and accessible to the public for inspection at the City Clerk's office, are hereby referred to, adopted and made part of this chapter as if fully set forth in this chapter.

C. The ~~2016~~ 2019 California Plumbing Code Division II of Chapter I Section 107 Board of Appeals is amended to read as follows:

**107 Board of Appeals**

Appeals pertaining to the Plumbing Code, shall be governed Calabasas Municipal Code Section 15.04.030.

**Article V. California Electrical Code.**

**15.04.300 ~~2016~~ 2019 California Electrical Code adopted.**

A. The ~~2016~~ 2019 California Electrical Code, together with the appendices, which provides minimum requirements and standards for the protection of the public health, safety, and welfare by regulating the installation or alteration of electrical wiring, equipment, materials, and workmanship in the city, provides for the issuance



of permits and collection of fees therefor and provides penalties for the violations thereof, with all changes and amendments thereto, is hereby adopted by reference, and all conflicting ordinances are hereby repealed.

B. All of the regulations, provisions, conditions, and terms of said codes, together with their appendices, one copy of which will be on file and accessible to the public for inspection at the city clerk's office, are hereby referred to, adopted, and made part of this chapter as if fully set forth in this chapter with the exceptions, deletions, additions, and amendments thereto as set forth in this subchapter.

**15.04.350 ~~2016~~ 2019 California Electrical Code - General Code Administrative Provisions Adopted.**

A. California Article 89 General Code Provisions of the ~~2016~~ 2019 California Electrical Code are hereby adopted by reference pursuant to Government Code sections 50022.2 through 50022.10.

B. All of the regulations, provisions, conditions, and terms of said division, together with their appendices, one copy of which will be on file and accessible to the public for inspection at the City Clerk's office, are hereby referred to, adopted and made part of this chapter as if fully set forth in this chapter.

C. The ~~2016~~ 2019 California Electrical Code California Article 89 General Code Provisions Section 89.108.8 Appeals Board is amended to read as follows:

**89.108.8 Appeals Board**

Appeals pertaining to the Electrical Building Code, shall be governed by Calabasas Municipal Code Section 15.04.030.

**Article VI. California Energy Code.**

**15.04.400 2016 California Energy Code adopted.**

A. The ~~2016~~ 2019 California Energy Code, together with the appendices, which regulate the building envelope, space-conditioning systems, water-heating systems, outdoor lighting systems and signs located either indoors or outdoors within the city, are hereby adopted by reference, and conflicting ordinances are hereby repealed.

B. All of the regulations, provisions, conditions, and terms of said codes, together with their appendices, one copy of which will be on file and accessible to the public for inspection at the city clerk's office, are hereby referred to, adopted

and made part of this chapter as if fully set forth in this chapter with the exceptions, deletions, additions, and amendments thereto as set forth in this subchapter.

**Article VII. California Historical Building Code.**

**15.04.450 ~~2016~~ 2019 California Historical Building Code adopted.**

A. The ~~2016~~ 2019 California Historical Building Code, which provides regulations, minimum requirements and standards for the preservation, restoration, rehabilitation, relocation of buildings or properties designated as historical building or properties, with all changes and amendments thereto, is hereby adopted by reference, and all conflicting ordinances are hereby repealed.

B. All of the regulations, provisions, conditions, and terms of said codes, together with their appendices, one copy of which will be on file and accessible to the public for inspection at the city clerk's office, are hereby referred to, adopted, and made part of this chapter as if fully set forth in this chapter with the exceptions, deletions, additions, and amendments thereto as set forth in this subchapter.

**Article VIII. California Fire Code.**

**15.04.500 ~~2016~~ 2019 California Fire Code, as amended by the 2019 Consolidated Fire Protection District Code of the County of Los Angeles, adopted.**

A. The ~~2016~~ 2019 California Fire Code as amended by the 2019 Consolidated Fire Protection District Code of the County of Los Angeles (adopted by reference), which regulates the erection, construction, enlargements, alteration, repair, moving, removal, conversion, demolition, occupancy, use, equipment, height, area, security, abatement, and maintenance of buildings or structures within the city provide for the issuance of permits and collection of fees therefor, and provide for penalties for violation thereto, are hereby adopted by reference, and conflicting ordinances are hereby repealed.

B. All of the regulations, provisions, conditions, and terms of said codes, one copy of which will be on file and accessible to the public for inspection at the city clerk's office, are hereby referred to, adopted and made part of this chapter as if fully set forth in this chapter with the exceptions, deletions, additions, and amendments thereto as set forth in this subchapter.

**Article IX. California Green Building Standards Code**

**15.04.550 ~~2016~~ 2019 California Green Building Standards Code adopted.**

A. The ~~2016~~ 2019 California Green Building Standards Code, together with its appendices, which regulate the planning, design, construction, operation,

replacement, use and occupancy, location, maintenance, removal and demolition of every building or structure or any appurtenance connected or attached to such building structures throughout the State of California, are hereby adopted by reference, and ordinances of the city which conflict with that Code are hereby repealed to the extent of the conflict.

B. All of the regulations, provisions, conditions, and terms of the 2019 California Green Building Standards Code, together with its appendices, one copy of which will be on file and accessible to the public for inspection at the city clerk's office, are hereby referred to, adopted and made part of this chapter as if fully set forth in this chapter with the exceptions, deletions, additions, and amendments thereto as set forth in this chapter.

## **Article X. Expedited Permitting Process for Small Residential Rooftop Solar Energy Systems and Electrical Vehicle Charging Stations**

### **15.04.600 Expedited, streamlined permitting process for small residential rooftop solar energy systems and electrical vehicle charging stations**

Part A Expedited, streamlined permitting process for small residential rooftop solar energy systems.

1. A "small residential rooftop solar energy system" means all of the following:
  - 1.1. A photovoltaic solar energy system that is (i) no larger than 10 kilowatts alternating current nameplate rating or 30 kilowatts thermal and (ii) with all photovoltaic panels mounted on the rooftop of a single or duplex family residential structure.
  - 1.2. A solar energy system that conforms to all applicable state fire, structural, electrical, and other building codes as adopted or amended by the City and paragraph (3) of subdivision (c) of Section 714 of the Civil Code.
  - 1.3. A solar panel or module array that does not exceed the maximum legal building height as defined by the Calabasas Land and Development Use Code.
2. The following definitions apply to this Section:
  - 2.1 "A feasible method to satisfactorily mitigate or avoid the specific, adverse impact" includes, but is not limited to, any cost-effective method, condition, or mitigation imposed by a city, county, or city and county on another similarly situated application in a prior successful application for a permit. The city shall use its best efforts to ensure that the selected method, condition, or

mitigation meets the conditions of subparagraphs (A) and (B) of paragraph (1) of subdivision (d) of Section 714 of the Civil Code.

2.2 "Solar energy system" has the same meaning set forth in paragraphs (1) and (2) of subdivision (a) of Section 801.5 of the Civil Code, as such section or subdivision may be amended, renumbered, or re-designated from time to time.

2.3 "Specific, adverse impact" means a significant, quantifiable, direct, and unavoidable impact, based on objective, identified, and written public health or safety standards, policies, or conditions as they existed on the date the application was deemed complete.

3. The City shall not condition approval for any solar energy system permit on the approval of a solar energy system by an association, as that term is defined in Section 4080 of the Civil Code.
4. Section 65850.5 of the California Government Code provides that, on or before September 30, 2015, every city, county, or city and county shall adopt an ordinance that creates an expedited, streamlined permitting process for small residential rooftop solar energy systems.
5. Section 65850.5 of the California Government Code provides that in developing an expedited permitting process, the city shall adopt a checklist of all requirements with which small rooftop solar energy systems shall comply to be eligible for expedited review. The building official is hereby authorized and directed to develop and adopt such checklist.
6. The intent of this article, is to substantially conform the City's expedited, streamlined permitting process for small residential rooftop solar energy systems with the recommendations for expedited permitting, including the eligibility checklists and standard plans contained in the most current version of the California Solar Permitting Guidebook adopted by the Governor's Office of Planning and Research.
7. The small residential rooftop solar energy system eligibility checklist developed and promulgated by the building official shall be published on the city's internet website. The applicant may submit the permit application and associated documentation to the City's building division by personal, mailed, or electronic submittal together with any required permit processing and inspection fees. In the case of electronic submittal, the electronic signature of the applicant on all forms, applications and other documentation may be used in lieu of a wet

signature. Should the City not have the capability to accept electronic signatures, no signature shall be required.

8. "Electronic submittal" means the utilization of one or more of the following:
  - 8.1. E-mail,
  - 8.2. The internet,
  - 8.3. Facsimile.
9. Prior to submitting an application, the applicant shall:
  - 9.1. Verify to the applicant's reasonable satisfaction through the use of standard engineering evaluation techniques that the support structure for the small residential rooftop solar energy system is stable and adequate to transfer all wind, seismic, and dead and live loads associated with the system to the building foundation; and
  - 9.2. At the applicant's cost, verify to the applicant's reasonable satisfaction using standard electrical inspection techniques that the existing electrical system including existing line, load, ground and bonding wiring as well as main panel and subpanel sizes are adequately sized, based on the existing electrical system's current use, to carry all new photovoltaic electrical loads.
10. An application that satisfies the information requirements in the eligibility checklist, as determined by the building official, shall be deemed complete. Upon receipt of an incomplete application, the building official shall issue a written correction notice detailing all deficiencies in the application and any additional information required to be eligible for expedited permit issuance.
11. Upon confirmation by the building official of the application and supporting documentation being complete and meeting the requirements of the eligibility checklist, the building official shall administratively approve the application and issue all required permits or authorizations. Such approval does not authorize an applicant to connect the small residential rooftop energy system to the local utility provider's electricity grid. The applicant is responsible for obtaining such approval or permission from the local utility provider.
12. For a small residential rooftop solar energy system eligible for expedited review, only one inspection shall be required, which shall be done in a timely manner and includes a consolidated inspection by building and

safety staff, as agreed to by the County of Los Angeles Fire Department. If a small residential rooftop solar energy system fails inspection, a subsequent inspection is authorized, however the subsequent inspection need not conform to the requirements of this subdivision.

Part B Expedited permitting process for electrical vehicle charging stations.

1. The following definitions shall apply to this section:
  - 1.1. "A feasible method to satisfactorily mitigate or avoid the specific, adverse impact" includes, but is not limited to, any cost-effective method, condition, or mitigation imposed by a city, county, or city and county on another similarly situated application in a prior successful application for a permit.
  - 1.2. "Electronic submittal" means the utilization of one or more of the following:
    - 1.2.1. Email.
    - 1.2.2. The Internet.
    - 1.2.3. Facsimile.
  - 1.3. "Electric vehicle charging station" or "charging station" means any level of electric vehicle supply equipment station that is designed and built in compliance with Article 625 of the California Electrical Code, as it reads on the effective date of this section, and delivers electricity from a source outside an electric vehicle into a plug-in electric vehicle.
  - 1.4. "Specific, adverse impact" means a significant, quantifiable, direct, and unavoidable impact, based on objective, identified, and written public health or safety standards, policies, or conditions as they existed on the date the application was deemed complete.
2. Purpose. The purpose of the section is to adopt an expedited, streamlined electrical vehicle charging station permitting process that complies with the Electrical Vehicle Charging Stations Open Access Law and AB 1236 to achieve timely and cost-effective installations of electric vehicle charging stations. The section encourages the use of electrical vehicle charging stations by removing unreasonable barriers, minimizing costs to property owners and the City, and expanding the ability of property owners to install electrical vehicle charging stations. The section allows the City to achieve these goals while protecting the public health and safety.
3. Applicability.
  - 3.1. This ordinance applies to the issuance of building permits for electric vehicle charging stations in the City. All requirements of building permit applications in Title 24 for electric vehicle charging stations that are not addressed in this section shall remain in effect.
  - 3.2. Electric vehicle charging stations legally established or permitted prior to the effective date of the ordinance are not subject to the requirements of this ordinance unless physical modifications or alterations are undertaken that materially change the size, type, or components of an electronic vehicle charging station in such a way as to require new permitting. Routine operation and maintenance shall not require a permit.

4. Electric Vehicle Charging Station Requirements.
  - 4.1. All electric vehicle charging stations shall meet applicable health and safety standards and requirements imposed by the state and the City.
  - 4.2. Electric vehicle charging stations shall meet all applicable safety and performance standards established by the California Electrical Code, the Society of Automotive Engineers, the National Electrical Manufacturers Association, and accredited testing laboratories such as Underwriters Laboratories and, where applicable, rules of the Public Utilities Commission regarding safety and reliability.
5. Duties of Engineering/Project Management Division.
  - 5.1. All documents required for the submission of an expedited electric vehicle charging station building permit application shall be made available on the City Web site.
  - 5.2. Electronic submittal of the required building permit application and documents by email, the internet, or facsimile shall be made available to all electric vehicle charging station permit applicants.
  - 5.3. An applicant's electronic signature shall be accepted on all forms, applications, and other documents in lieu of a wet signature. However, the final permit must be signed at the counter until the City develops an electronic permit issuance registration.
  - 5.4. The Engineering/Project Management Division shall adopt a checklist of all requirements with which electric vehicle charging stations shall comply to be eligible for expedited review.
  - 5.5. The electric vehicle charging stations permit process and checklist shall substantially conform to recommendations for expedited permitting, including the checklist contained in the most current version of the Plug-In Electric Vehicle Infrastructure Permitting Checklist of the "Zero-Emission Vehicles in California: Community Readiness Guidebook" adopted by the Governor's Office of Planning and Research.
6. Permit Review and Inspection Requirements.
  - 6.1. The City shall adopt an administrative, nondiscretionary review process to expedite approval of electrical vehicle charging stations. The Engineering/Project Management Division should issue a building permit or other nondiscretionary permit as expeditiously as possibly upon receipt of a complete application that meets the requirements of the approved checklist and standard plan.
  - 6.2. Review of the application shall be limited to the Building Official's review of whether the application meets local, state, and federal health and safety requirements.
  - 6.3. If an application is deemed incomplete, a written correction notice detailing all deficiencies in the application and any additional information or documentation required to be eligible for expedited permit issuance shall be sent to the applicant for resubmission.
  - 6.4. The Building Official may require an applicant to apply for a Use Permit if the Official finds, based on substantial evidence, that the electric vehicle

charging station could have a specific, adverse impact upon the public health and safety. Such decisions may be appealed to the Planning Commission pursuant to Chapter 17.74.

- 6.5. If a Use Permit is required, the Planning Commission may deny such application if it makes written findings based upon substantive evidence in the record that the proposed installation would have a specific, adverse impact upon public health or safety and there is no feasible method to satisfactorily mitigate or avoid the adverse impact. Such findings shall include the basis for the rejection of the potential feasible alternative for preventing the adverse impact.
- 6.6. Any condition imposed on an application shall be designed to mitigate the specific, adverse impact upon health and safety at the lowest possible cost.
- 6.7. The City shall not condition approval for any electric vehicle charging station permit on the approval of an electric vehicle charging station by an association, as that term is defined in Section 4080 of the Civil Code.

#### **Article XI California Existing Buildings Code.**

##### **15.04.700 ~~2016~~ 2019 California Existing Building Code adopted.**

A. The ~~2016~~ 2019 California Existing Code, which regulate the repair, alteration, change of occupancy, addition to and relocation of existing buildings provide for the issuance of permits and collection of fees therefore, and provide for penalties for violation thereto, are hereby adopted by reference, and conflicting ordinances are hereby repealed.

B. All of the regulations, provisions, conditions, and terms of said codes, together with appendices A1 – A4, one copy of which will be on file and accessible to the public for inspection at the city clerk's office, are hereby referred to, adopted and made part of this chapter as if fully set forth in this chapter with the exceptions, deletions, additions, and amendments thereto as set forth in this subchapter.

##### **15.04.740 ~~2016~~ 2019 California Existing Building Code Administrative Provisions Adopted.**

A. Chapter I Division II Administrative Provisions of the ~~2016~~ 2019 California Existing Building Code are hereby adopted by reference.

B. The ~~2016~~ 2019 California Existing Building Code Chapter I Division II Board of Appeals Section 112 is amended to read as follows:

#### **112 Board of Appeals**

Appeals pertaining to the Existing Building Code, shall be governed by Calabasas Municipal Code Section 15.04.030.



**15.04.760 The 2015 International Property Maintenance Code adopted.**

A. The 2015 International Property Maintenance Code is hereby adopted by reference.

B. The 2019 California Existing Building Code Chapter I Section 111 is amended to read as follows:

**111 Board of Appeals**

Appeals pertaining to the International Property Maintenance Code, shall be governed by Calabasas Municipal Code Section 15.04.030.

**Article XII Fees**

**15.04.800** Notwithstanding the provisions of this Chapter, the amount of every fee set forth in the code shall be the fee set forth in the most current resolution of the city council establishing fees.

**Article XI. Violations Abatement and Penalties.**

**15.04.840 Violation—Nuisance—Civil remedies available.**

A. A violation of any of the provisions of this chapter or the codes adopted shall constitute a nuisance and may be abated by the city through civil process by means of restraining order, preliminary or permanent injunction or in any other manner provided by law for the abatement of such nuisance.

B. Penalty.

Every person violating any provision of this chapter, including but not limited to any provision of the Building Code, Residential Code, Mechanical Code, Plumbing Code, Electrical Code, Energy Code, Historical Building Code, Fire Code, or the Green Building Standards Code, or of any permit or license granted thereunder, or any rules or regulations promulgated pursuant thereto, is guilty of a misdemeanor. Upon conviction thereof, he or she shall be punishable by a fine not-to-exceed one thousand dollars (\$1,000.00) or imprisonment not-to-exceed six months, or by both such fine and imprisonment. The imposition of such penalty for any violation shall not excuse the violation or permit it to continue. Each day that a violation occurs shall constitute a separate offense.

C. When seeking remedies under this section 15.04.990.1, the city may seek either or both remedies hereunder.

**SECTION 2. Findings.** The City Council hereby adopts the findings set forth in **Exhibit 1** as if fully set forth herein. Pursuant to sections 17922, 17958, 17958.5,

17958.7, and 18941.5 of the California Health & Safety Code, the City Council finds that each amendment to the Building Standards Code was an administrative change for which no findings need be legally made and/or was made due to local climatic conditions.

**SECTION 3. References in Documents and Continuing Legal Effect.** References to prior versions of any portion of the Building Standards Code, or of the Calabasas Municipal Code that are amended or renumbered in this Municipal Code, that are cited on notices issued by the City or other documents of ongoing or continuing legal effect, including resolutions adopting or imposing fees or charges, until converted, are deemed to be references to the new counterpart part of the Building Standards Code or amended Municipal Code sections for the purposes of notice and enforcement. The provisions adopted hereby shall not in any manner affect deposits, established fees or other matters of record which refer to, or are otherwise connected with, ordinances which are specifically designated by number, code section or otherwise, but such references shall be deemed to apply to the corresponding provisions set forth in the code sections adopted or amended hereby.

**SECTION 4. Continuity.** To the extent the provisions of this Ordinance are substantially the same as previous provisions of the Calabasas Municipal Code, these provisions shall be construed as continuations of those provisions and not as new enactments.

**SECTION 5. No Effect on Enforceability.** The repeal of any sections of the Municipal Code, shall not affect or impair any act done, or right vested or approved, or any proceeding, suit or prosecution had or commenced in any cause before such repeal shall take effect; but every such act, vested right, proceeding, suit, or prosecution shall remain in full force and effect for all purposes as if the applicable provisions of the Municipal Code, or part thereof, had remained in force and effect. No offense committed and no liability, penalty, or forfeiture, either civil or criminal, incurred prior to the repeal or alteration of any applicable provision of the 2016 Code as amended, shall be discharged or affected by such repeal or alteration but prosecutions and suits for such offenses, liabilities, penalties or forfeitures shall be instituted and proceed in all respects as if the applicable provisions of the 2016 Code, as amended, had not been repealed or altered.

**SECTION 6. CEQA.** The City Council determines that the following findings and conclusions reflect the independent judgement of the City Council. The City Council finds that in accordance with section 15061(b)(3) of the California Code of Regulations, the adoption of these local amendments to the Calabasas Municipal Code are exempt from the provisions of the California Environmental Quality Act because such actions are largely administrative in nature, are designed to improve and not degrade environmental quality, and the impacts of these local amendments to the building standards code will not adversely affect the environment in any manner that could be significant.

**SECTION 7. Certification.** The City Clerk shall certify to the adoption of this ordinance and shall cause the same to be processed in the manner required by law.

**SECTION 8. Building Standards Commission.** The City Clerk shall file a certified copy of this Ordinance with the California Building Standards Commission.

**SECTION 9. Severability.** Should any section, subsection, clause, or provision of this Ordinance for any reason be held to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity or constitutionality of the remaining portions of this Ordinance; it being hereby expressly declared that this Ordinance, and each section, subsection, sentence, clause, and phrase hereof would have been adopted irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared invalid or unconstitutional.

**SECTION 10. Publication.** The City Clerk shall cause this Ordinance to be published in accordance with California Government Code Section 36933, shall certify to the adoption of this Ordinance, and shall cause this Ordinance and its certification, together with proof of publication, to be entered in the Book of Ordinances of the City Council.

**PASSED, APPROVED AND ADOPTED** this \_\_\_\_\_.

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

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Maricela Hernandez, City Clerk  
*Master Municipal Clerk*  
*California Professional Municipal Clerk*

\_\_\_\_\_  
Scott H. Howard  
Colantuono, Highsmith & Whatley  
City Attorney

Attachments: Exhibit 1

**ITEM 10 ATTACHMENT 2  
EXHIBIT 1**

**2019 California Building Standards Code**

**FACTUAL FINDINGS ESTABLISHING THE REASONABLE NEED FOR LOCAL AMENDMENTS  
TO PORTIONS OF THE BUILDING STANDARDS CODE BASED UPON CLIMATIC,  
TOPOGRAPHICAL, GEOLOGICAL, or ADMINISTRATIVE PROVISION**

Health and Safety Code sections 17922, 17958, 17958.5, 17958.7 permit the City to amend the 2019 California Buildings Standards Code as reasonably necessary because of local climatic, geological, and topographical conditions.

Section 1 of this Exhibit sets forth various findings that apply in Calabasas, explaining the administrative provisions and the local conditions that necessitate the various changes.

Section 2 of this Exhibit explains which findings apply to which amendments.

In numerous instances herein, the City has opted to make findings even though it is not legally required to do so. For example, if a change to a building standard is administrative in nature, then no finding is legally required. Likewise, if a proposal does not contradict a building standard, but merely supplements the standard, then the city need not make a finding.

**Section 1. General Findings**

The following findings apply in the City of Calabasas, and explain why the changes to the Building Standards Code are necessary because of climatic or local administrative regulations in the city.

**A. Climatic, Topographical, and Geological Conditions**

Given that the Southern California region has been determined by the California Air Pollution Control Board to be a non-attainment area for air quality, and the City of Calabasas is part of the Southern California region; and, given the City of Calabasas is located specifically at the western extreme of the San Fernando Valley, serving as the gateway to the Santa Monica Mountains Recreation Area, with an estimated visitation by approximately 35 Million visitors annually; and, given that the emissions from wildfire is harmful.

Given that the City of Calabasas is located in an area subject to climatic conditions with long periods of low humidity and hot weather, combined with unpredictable seasonal Santa Ana high wind conditions resulting in increased exposure to fire risk.

Given that the City of Calabasas is in the Santa Monica Mountains with features such as steep canyons and hillsides that accelerate and intensify fire movement

Given that the City of Calabasas is in the Santa Monica Mountains, an area proven to be an extremely high fire area, one that most recently suffered major damage due to the Woolsey Fire of 2018 which destroyed over 1600 homes and damages estimated to be valued at over five billion dollars.

Given that the California Department of Forestry and Fire Protection (“CAL Fire”) has determined that the City of Calabasas is in a Very High Fire Area Severity Zone, which is further reflected via CAL Fire Map ID FHSZLO6\_1\_MAP

**B. Administrative Regulations**

Local regulations necessary to carry out the application of the CBSC that do not establish building standards may be enacted without meeting the requirements of the HSC sections 18941.5, 17958, 17958.5 and 17958.7. Additional amendments have been made to Codes. Through recommendation of the City Attorney, City Prosecutor, or the Community Development Department, such amendments are hereby found to be either administrative or procedural in nature which do not impact the technical standards within the California Building Standards Codes or concern themselves with subjects which are not covered in such Codes. The changes made include provisions making each of said Codes compatible with other Codes and Ordinances enforced by the City.

**C. Not Applicable (N/A).** No findings need to be made, because the code section that is at issue does not amend any building standard.

**Section 2 – Which Findings Apply to Which Amendments**

Amendments to the 2019 Edition of the California Codes are found reasonably necessary based on the climatic condition cited within this Ordinance and Section 1 above or for an administrative process as follows.

<b>Municipal Code Section - California Building Standard Code Provision</b>	<b>Applicable Finding</b>
15.04.010 2019 Building Code adopted	<b>N/A</b>
15.04.030 2019 Building Code Administrative Provisions Adopted	<b>B</b>
15.04.030 C. – “CBC Section 113” Appeals pertaining to the Building Code	<b>B</b>
15.04.050 Safety assessment placards	<b>B</b>
15.04.100 2019 Residential Code adopted	<b>N/A</b>
15.04.140 2019 Residential Code Administrative Provisions Adopted	<b>B</b>
15.04.140 B – “RBC Section R112” Appeals pertaining to the Residential Building Code	<b>B</b>
15.04.180 2019 Mechanical Code adopted	<b>N/A</b>
15.04.200 Mechanical Code Administrative Provisions Adopted	<b>B</b>
15.04.200 B – CMC Section 108.0 Appeals pertaining to the Mechanical Code	<b>B</b>
15.04.240 2019 Plumbing Code adopted	<b>N/A</b>
15.04.280	<b>B</b>

2019 Plumbing Code Administrative Provisions Adopted	
15.04.280 C. "CPC Section 102.3" Appeals pertaining to the Plumbing Code-	<b>B</b>
15.04.300 2016 Electrical Code adopted	<b>N/A</b>
15.04.350 "CEC Article 89" Electrical Code General Code Administrative Provisions Adopted	<b>B</b>
15.04.350 C "CEC Article 89.108.8" Appeals pertaining to the Electrical Code	<b>B</b>
15.04.400 2019 Energy Code adopted	<b>N/A</b>

<b>Municipal Code Section - California Building Standard Code Provision</b>	<b>Applicable Finding</b>
15.04.450 2019 Historical Building Code adopted	<b>N/A</b>
15.04.500 2019 Fire Code adopted	<b>A and B</b>
15.04.550 Green Building Standards Code adopted	<b>N/A</b>
15.04.600 "Section 65850.5 of the California Government Code" Expedited permitting - Electrical vehicle charging stations	<b>B</b>
15.04.700 2019 Existing Building Code adopted	<b>N/A</b>
15.04.740 2016 Existing Code Administrative Provisions Adopted	<b>B</b>
15.04.740 "EBC Section 1.8.8" Appeals pertaining to the Existing Building Code	<b>B</b>
15.04.760 A 2015 International Property Maintenance Code	<b>B</b>
15.04.760 B 2015 International Property Maintenance Code Board of Appeals	<b>B</b>
15.04.800 Fees	<b>B</b>
15.04.840 Violation—Nuisance—Civil remedies available	<b>B</b>



# Check Register Report

Bank: BANK OF AMERICA - CITY OPERATING  
 Reporting Period: 10/09/2019 to 10/30/2019

Date: 11/4/2019  
 Time: 4:29:34PM  
 Page 1 of 19

Check No.	Check Date	Vendor Name	Check Description	Amount	Department
<b>Administrative Services</b>					
106618	10/15/2019	US BANK	VISA- INDEED	394.75	Administrative Services
106618	10/15/2019	US BANK	VISA- AMAZON.COM	164.99	Administrative Services
106618	10/15/2019	US BANK	VISA- AMAZON.COM	145.06	Administrative Services
106618	10/15/2019	US BANK	VISA- LANSEND OUTFITTERS	142.07	Administrative Services
106725	10/30/2019	AMSTAR EXPRESS, INC.	COURIER SERVICE	135.11	Administrative Services
106681	10/23/2019	CYBERCOPY, INC.	COPY/PRINTING SERVICE	111.56	Administrative Services
106748	10/30/2019	EXER- MORE THAN URGENT CARE	PRE-EMPLOYMENT PHYSICALS	75.00	Administrative Services
106618	10/15/2019	US BANK	VISA- APPLE	38.75	Administrative Services
106618	10/15/2019	US BANK	VISA- COGNITO	32.00	Administrative Services
106765	10/30/2019	MCA DIRECT	ELECTION SUPPLIES	16.62	Administrative Services
<b>Total Amount for 10 Line Item(s) from Administrative Services</b>				<b>\$1,255.91</b>	
<b>City Attorney</b>					
106741	10/30/2019	COLANTUONO, HIGHSMITH &	GENERAL SERVICES	24,227.48	City Attorney
106741	10/30/2019	COLANTUONO, HIGHSMITH &	CRLA & ED FUND	8,843.30	City Attorney
106753	10/30/2019	HOPKINS & CARLEY	LEGAL SERVICES	2,296.00	City Attorney
106741	10/30/2019	COLANTUONO, HIGHSMITH &	ZEESMAN	979.00	City Attorney
106741	10/30/2019	COLANTUONO, HIGHSMITH &	BROWN PETITION	952.00	City Attorney
106741	10/30/2019	COLANTUONO, HIGHSMITH &	LABOR & EMPLOYMENT	168.00	City Attorney
<b>Total Amount for 6 Line Item(s) from City Attorney</b>				<b>\$37,465.78</b>	
<b>City Council</b>					
106731	10/30/2019	BOZAJIAN/JAMES R.//	REIMB TRAVEL-2019 CCCA SUMMIT	721.06	City Council
106731	10/30/2019	BOZAJIAN/JAMES R.//	REIMB TRAVEL- 2019 LCC	717.76	City Council
106618	10/15/2019	US BANK	VISA- CORNER BAKERY	411.12	City Council
106618	10/15/2019	US BANK	VISA- THAT'S GREAT NEWS	261.71	City Council
106715	10/23/2019	TROOP 642	FOOD DRIVE DONATION	250.00	City Council
106618	10/15/2019	US BANK	VISA- CALABASAS SELF STORAGE	199.00	City Council
106738	10/30/2019	CHABAD OF CALABASAS	DONATION	180.00	City Council
106618	10/15/2019	US BANK	VISA- PICK UP STIX	174.11	City Council
106618	10/15/2019	US BANK	VISA- LCC/CCCA	50.00	City Council
106752	10/30/2019	GAINES/FRED//	REIMB TRAVEL- 2019 LCC	15.00	City Council
<b>Total Amount for 10 Line Item(s) from City Council</b>				<b>\$2,979.76</b>	





# Check Register Report

Bank: BANK OF AMERICA - CITY OPERATING

Reporting Period: 10/09/2019 to 10/30/2019

Date: 11/4/2019

Time: 4:29:34PM

Page 2 of 19

Check No.	Check Date	Vendor Name	Check Description	Amount	Department
<b>City Management</b>					
106618	10/15/2019	US BANK	VISA- SOUTHWEST AIRLINES	607.98	City Management
106766	10/30/2019	MELTON/HEATHER//	REIMB TRAVEL EXP- AIB	216.00	City Management
106618	10/15/2019	US BANK	VISA- LCC/CCCA	90.00	City Management
<b>Total Amount for 3 Line Item(s) from City Management</b>				<b>\$913.98</b>	
<b>Civic Center O&amp;M</b>					
106779	10/30/2019	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	6,778.99	Civic Center O&M
106779	10/30/2019	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	5,480.88	Civic Center O&M
106690	10/23/2019	HAYNES BUILDING SERVICES, LLC	JANITORIAL SERVICES	2,923.07	Civic Center O&M
106714	10/23/2019	SIMPLEX GRINNELL	SYSTEM MAINTENANCE	2,894.20	Civic Center O&M
106690	10/23/2019	HAYNES BUILDING SERVICES, LLC	JANITORIAL SERVICES	1,923.51	Civic Center O&M
106785	10/30/2019	WAXIE SANITARY SUPPLY	JANITORIAL SERVICES	1,126.65	Civic Center O&M
106785	10/30/2019	WAXIE SANITARY SUPPLY	JANITORIAL SERVICES	1,047.63	Civic Center O&M
106762	10/30/2019	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	781.78	Civic Center O&M
106700	10/23/2019	LIFTECH ELEVATOR SERVICES INC	ELEVATOR SERVICES	670.00	Civic Center O&M
106762	10/30/2019	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	632.08	Civic Center O&M
106618	10/15/2019	US BANK	VISA- HOME/OFFICE DEPOT	562.60	Civic Center O&M
106661	10/16/2019	SOUTHERN CALIFORNIA GAS CO	GAS SERVICE	380.05	Civic Center O&M
106661	10/16/2019	SOUTHERN CALIFORNIA GAS CO	GAS SERVICE	307.28	Civic Center O&M
106618	10/15/2019	US BANK	VISA- VISTA PAINT	279.91	Civic Center O&M
106785	10/30/2019	WAXIE SANITARY SUPPLY	JANITORIAL SERVICES	179.33	Civic Center O&M
106712	10/23/2019	SECURAL SECURITY CORP	PATROL CAR SERVICES- CIV CTR	179.23	Civic Center O&M
106712	10/23/2019	SECURAL SECURITY CORP	PATROL CAR SERVICES- CIV CTR	179.23	Civic Center O&M
106785	10/30/2019	WAXIE SANITARY SUPPLY	JANITORIAL SERVICES	126.70	Civic Center O&M
106785	10/30/2019	WAXIE SANITARY SUPPLY	JANITORIAL SERVICES	119.55	Civic Center O&M
106618	10/15/2019	US BANK	VISA- HOME/OFFICE DEPOT	58.97	Civic Center O&M
106618	10/15/2019	US BANK	VISA- FRANKLIIN/HARBOR FREIGHT	46.46	Civic Center O&M
<b>Total Amount for 21 Line Item(s) from Civic Center O&amp;M</b>				<b>\$26,678.10</b>	
<b>Community Development</b>					
106702	10/23/2019	M6 CONSULTING, INC.	PLAN CHECK SERVICES	89,483.12	Community Development
106671	10/23/2019	CALABASAS CREST LTD	R.A.P.- NOV 2019	7,056.00	Community Development
106746	10/30/2019	DAPEER, ROSENBLIT & LITVAK	LEGAL SERVICES	1,825.00	Community Development
106746	10/30/2019	DAPEER, ROSENBLIT & LITVAK	LEGAL SERVICES	1,730.40	Community Development
106702	10/23/2019	M6 CONSULTING, INC.	PLAN CHECK SERVICES	1,560.00	Community Development



# Check Register Report

Bank: BANK OF AMERICA - CITY OPERATING  
 Reporting Period: 10/09/2019 to 10/30/2019

Date: 11/4/2019  
 Time: 4:29:34PM  
 Page 3 of 19

Check No.	Check Date	Vendor Name	Check Description	Amount	Department
106683	10/23/2019	DUDEK & ASSOCIATES INC	EIR CONSULTING	851.75	Community Development
106631	10/16/2019	DAPEER, ROSENBLIT & LITVAK	LEGAL SERVICES	841.50	Community Development
106618	10/15/2019	US BANK	VISA- ICC	441.00	Community Development
106683	10/23/2019	DUDEK & ASSOCIATES INC	EIR CONSULTING	281.73	Community Development
106683	10/23/2019	DUDEK & ASSOCIATES INC	EIR CONSULTING	251.75	Community Development
106684	10/23/2019	FLEYSHPMAN/ALBERT//	R.A.P.- NOV 2019	240.00	Community Development
106704	10/23/2019	MEDVETSKY/LINA//	R.A.P.- NOV 2019	240.00	Community Development
106709	10/23/2019	RASCOE/JOAN//	R.A.P.- NOV 2019	240.00	Community Development
106699	10/23/2019	LEVY/ESTHER//	R.A.P.- NOV 2019	240.00	Community Development
106721	10/23/2019	YAZDINIAN/SUSAN//	R.A.P.- NOV 2019	240.00	Community Development
106703	10/23/2019	MCCUNE/SHANNON//	R.A.P.- NOV 2019	240.00	Community Development
106755	10/30/2019	J THAYER COMPANY, INC.	OFFICE SUPPLIES	164.24	Community Development
106694	10/23/2019	J THAYER COMPANY, INC.	OFFICE SUPPLIES	150.14	Community Development
106683	10/23/2019	DUDEK & ASSOCIATES INC	EIR CONSULTING	120.00	Community Development
106755	10/30/2019	J THAYER COMPANY, INC.	OFFICE SUPPLIES	93.84	Community Development
106745	10/30/2019	CYBERCOPY, INC.	COPY/PRINTING SERVICE	93.57	Community Development
106783	10/30/2019	VALLEY NEWS GROUP	LEGAL ADVERTISING	90.00	Community Development
106618	10/15/2019	US BANK	VISA- LCC/GBCI	85.00	Community Development
106681	10/23/2019	CYBERCOPY, INC.	COPY/PRINTING SERVICE	75.72	Community Development
106746	10/30/2019	DAPEER, ROSENBLIT & LITVAK	LEGAL SERVICES	67.50	Community Development
106681	10/23/2019	CYBERCOPY, INC.	COPY/PRINTING SERVICE	56.56	Community Development
106745	10/30/2019	CYBERCOPY, INC.	COPY/PRINTING SERVICE	52.72	Community Development
106745	10/30/2019	CYBERCOPY, INC.	COPY/PRINTING SERVICE	49.71	Community Development
106745	10/30/2019	CYBERCOPY, INC.	COPY/PRINTING SERVICE	49.00	Community Development
106631	10/16/2019	DAPEER, ROSENBLIT & LITVAK	LEGAL SERVICES	45.00	Community Development
106618	10/15/2019	US BANK	VISA- LCC/GBCI	25.00	Community Development
106618	10/15/2019	US BANK	VISA- RALPHS/WALMART	24.71	Community Development
106681	10/23/2019	CYBERCOPY, INC.	COPY/PRINTING SERVICE	24.04	Community Development
<b>Total Amount for 33 Line Item(s) from Community Development</b>				<b>\$107,029.00</b>	

## Community Services

106643	10/16/2019	JMD LANDSCAPE ARCHITECTURE	WILD WALNUT PARK DESIGN	27,250.00	Community Services
106712	10/23/2019	SECURAL SECURITY CORP	SECURITY- PUMPKIN FEST	21,611.46	Community Services
106636	10/16/2019	DSR AUDIO	SOUND/POWER- PUMPKIN FEST	10,300.00	Community Services
106723	10/30/2019	A RENTAL CONNECTION	EQUIPMENT RENTAL -PUMPKIN FEST	9,421.07	Community Services
106723	10/30/2019	A RENTAL CONNECTION	EQUIPMENT RENTAL -PUMPKIN FEST	8,692.82	Community Services
106654	10/16/2019	PETROLOCO, LLC	BROCHURE DESIGN- WINTER 2019	5,500.00	Community Services



# Check Register Report

Bank: BANK OF AMERICA - CITY OPERATING

Reporting Period: 10/09/2019 to 10/30/2019

Date: 11/4/2019

Time: 4:29:34PM

Page 4 of 19

Check No.	Check Date	Vendor Name	Check Description	Amount	Department
106779	10/30/2019	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	3,416.80	Community Services
106712	10/23/2019	SECURAL SECURITY CORP	SUPPLIES- 2-WAY RADIOS	3,176.00	Community Services
106718	10/23/2019	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- SCHL	3,158.66	Community Services
106747	10/30/2019	DMH ENTERPRISES	ENTERTAINMENT- PUMPKIN FEST	3,000.00	Community Services
106776	10/30/2019	REPTILE FAMILY	ENTERTAINMENT- PUMPKIN FEST	2,700.00	Community Services
106779	10/30/2019	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	2,163.50	Community Services
106618	10/15/2019	US BANK	VISA- OUTBACK BBQ	2,018.39	Community Services
106763	10/30/2019	LIFTECH ELEVATOR SERVICES INC	ELEVATOR SERVICES	1,739.00	Community Services
106618	10/15/2019	US BANK	VISA- COMMUNITY CARE	1,477.00	Community Services
106690	10/23/2019	HAYNES BUILDING SERVICES, LLC	JANITORIAL SERVICES	1,363.05	Community Services
106618	10/15/2019	US BANK	VISA- L.A. ARBORETUM	827.50	Community Services
106618	10/15/2019	US BANK	VISA- HOME DEPOT/DIY	798.68	Community Services
106618	10/15/2019	US BANK	VISA- CALABASAS SELF STORAGE	748.00	Community Services
106618	10/15/2019	US BANK	VISA- FACILITRON	651.60	Community Services
106618	10/15/2019	US BANK	VISA- GANNA WALSKA	651.00	Community Services
106773	10/30/2019	PACIFIC PLATINUM SERVICES, INC	TRANSPORT SERVICES	622.50	Community Services
106618	10/15/2019	US BANK	VISA- INC STORES	613.16	Community Services
106774	10/30/2019	QUALITY PARKING SERVICE, INC	PARKING SERVICE- PUMPKIN FEST	570.00	Community Services
106618	10/15/2019	US BANK	VISA- COSTCO	530.92	Community Services
106728	10/30/2019	BEATBUDS MEDIA, LLC/THE//	ENTERTAINMENT- PUMPKIN FEST	500.00	Community Services
106618	10/15/2019	US BANK	VISA- HOMEGOODS/TUES. MORN	452.48	Community Services
106618	10/15/2019	US BANK	VISA- DS SERVICES/FIRST CHOICE	419.34	Community Services
106618	10/15/2019	US BANK	VISA- MWI	390.00	Community Services
106618	10/15/2019	US BANK	VISA- MICHAELS STORE	383.90	Community Services
106618	10/15/2019	US BANK	VISA- WOODRANCH BBQ	352.74	Community Services
106780	10/30/2019	TANENBAUM/PATTY LIMATOLA//	RECREATION INSTRUCTOR	350.00	Community Services
106618	10/15/2019	US BANK	VISA- TARGET/ZENNIX	318.86	Community Services
106618	10/15/2019	US BANK	VISA- SHOP POP	311.26	Community Services
106668	10/23/2019	AT&T	TELEPHONE SERVICE	309.46	Community Services
106618	10/15/2019	US BANK	VISA- AMAZON.COM	296.61	Community Services
106785	10/30/2019	WAXIE SANITARY SUPPLY	JANITORIAL SERVICES	295.12	Community Services
106618	10/15/2019	US BANK	VISA- HOME DEPOT	292.83	Community Services
106642	10/16/2019	INNER-I ...SECURITY IN FOCUS	SERVICE RESPONSE CALL	270.00	Community Services
106733	10/30/2019	CANON FINANCIAL SERVICES INC	CANON COPIER LEASES	267.98	Community Services
106712	10/23/2019	SECURAL SECURITY CORP	PATROL CAR SERVICES- GATES	267.24	Community Services
106712	10/23/2019	SECURAL SECURITY CORP	PATROL CAR SERVICES- GRAPE	267.24	Community Services
106618	10/15/2019	US BANK	VISA- 7 ELEVEN/ALBERTSONS	265.13	Community Services
106618	10/15/2019	US BANK	VISA- COSTCO	264.72	Community Services



# Check Register Report

Bank: BANK OF AMERICA - CITY OPERATING

Reporting Period: 10/09/2019 to 10/30/2019

Date: 11/4/2019

Time: 4:29:34PM

Page 5 of 19

Check No.	Check Date	Vendor Name	Check Description	Amount	Department
106770	10/30/2019	NICHOLAS/STEVEN//	RECREATION INSTRUCTOR	250.00	Community Services
106762	10/30/2019	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	249.50	Community Services
106685	10/23/2019	GOLDBERG/JACKIE//	RECREATION INSTRUCTOR	232.00	Community Services
106618	10/15/2019	US BANK	VISA- SMART & FINAL/COST PLUS	220.30	Community Services
106618	10/15/2019	US BANK	VISA- ETSY/JOANN STORE	216.34	Community Services
106695	10/23/2019	KARASIK/TRACIE//	RECREATION INSTRUCTOR	210.00	Community Services
106718	10/23/2019	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- SCHL	204.00	Community Services
106788	10/30/2019	WINTON/DON//	RECREATION INSTRUCTOR	200.90	Community Services
106618	10/15/2019	US BANK	VISA- GRAINGER	189.99	Community Services
106712	10/23/2019	SECURAL SECURITY CORP	PATROL CAR SERVICES- SR CTR	186.34	Community Services
106673	10/23/2019	CASSEL/RICHARD//	RECREATION INSTRUCTOR	182.00	Community Services
106737	10/30/2019	CASSEL/RICHARD//	RECREATION INSTRUCTOR	182.00	Community Services
106618	10/15/2019	US BANK	VISA- HOME DEPOT/DIY	180.84	Community Services
106712	10/23/2019	SECURAL SECURITY CORP	PATROL CAR SERVICES- CIV CTR	179.23	Community Services
106618	10/15/2019	US BANK	VISA- INDEED	173.13	Community Services
106635	10/16/2019	DNA ELECTRIC	ELECTRICAL REPAIRS	170.00	Community Services
106618	10/15/2019	US BANK	VISA- MICHAELS PIZZA	161.77	Community Services
106712	10/23/2019	SECURAL SECURITY CORP	PATROL CAR SERVICES- DE ANZA	156.12	Community Services
106659	10/16/2019	SECURAL SECURITY CORP	SECURITY- FOUNDERS HALL	155.20	Community Services
106729	10/30/2019	BELSLEY/JAMES//	RECREATION INSTRUCTOR	154.00	Community Services
106618	10/15/2019	US BANK	VISA- DIRECT TV	151.66	Community Services
106678	10/23/2019	CLARK PEST CONTROL	PEST CONTROL SERVICES	150.00	Community Services
106757	10/30/2019	JARRETT/RICK//	RECREATION INSTRUCTOR	135.00	Community Services
106713	10/23/2019	SIMMONS/NEILL//	RECREATION INSTRUCTOR	134.40	Community Services
106782	10/30/2019	UNITED SITE SERVICES OF CA INC	PORTABLE TOILET RENTAL	128.81	Community Services
106661	10/16/2019	SOUTHERN CALIFORNIA GAS CO	GAS SERVICE	121.30	Community Services
106655	10/16/2019	PORT-A-STOR INC.	STORAGE - A E WRIGHT	109.00	Community Services
106618	10/15/2019	US BANK	VISA- MARSHALLS/TUESDAY MORN	104.19	Community Services
106698	10/23/2019	LAZIK/MARILYN//	RECREATION INSTRUCTOR	100.00	Community Services
106624	10/16/2019	AT&T	TELEPHONE SERVICE	99.54	Community Services
106675	10/23/2019	CAYNE/STACIE//	RECREATION INSTRUCTOR	98.00	Community Services
106632	10/16/2019	DEPARTMENT OF JUSTICE	STAFF FINGERPRINTING APPS	96.00	Community Services
106756	10/30/2019	JACKSON/GLENDA JEAN//	RECREATION INSTRUCTOR	83.30	Community Services
106628	10/16/2019	CANON SOLUTIONS AMERICA, INC	COPIER SVC PROGRAM- XUP00663	81.70	Community Services
106628	10/16/2019	CANON SOLUTIONS AMERICA, INC	COPIER SVC PROGRAM- XUP00663	81.11	Community Services
106642	10/16/2019	INNER-I ...SECURITY IN FOCUS	ALARM MONITORING	75.00	Community Services
106642	10/16/2019	INNER-I ...SECURITY IN FOCUS	ALARM MONITORING	75.00	Community Services
106642	10/16/2019	INNER-I ...SECURITY IN FOCUS	ALARM MONITORING	75.00	Community Services



# Check Register Report

Bank: BANK OF AMERICA - CITY OPERATING  
 Reporting Period: 10/09/2019 to 10/30/2019

Date: 11/4/2019  
 Time: 4:29:34PM  
 Page 6 of 19

Check No.	Check Date	Vendor Name	Check Description	Amount	Department
106642	10/16/2019	INNER-I ...SECURITY IN FOCUS	ALARM MONITORING	75.00	Community Services
106642	10/16/2019	INNER-I ...SECURITY IN FOCUS	ALARM MONITORING	75.00	Community Services
106618	10/15/2019	US BANK	VISA- ALBERTSONS/VONS	73.91	Community Services
106618	10/15/2019	US BANK	VISA- AMAZON.COM	68.37	Community Services
106618	10/15/2019	US BANK	VISA- AGOURA LOCK TECH	54.64	Community Services
106618	10/15/2019	US BANK	VISA- MALIBU LAUNDRY	51.00	Community Services
106618	10/15/2019	US BANK	VISA- PERFECT MEMORIALS	45.98	Community Services
106618	10/15/2019	US BANK	VISA- CONSTANT CONTACT	45.00	Community Services
106618	10/15/2019	US BANK	VISA- FRESH BROTHERS	37.45	Community Services
106660	10/16/2019	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	36.00	Community Services
106618	10/15/2019	US BANK	EMERGENCY- WOOLSEY FIRE 11/18	35.98	Community Services
106618	10/15/2019	US BANK	VISA- SMART & FINAL/RALPHS	34.83	Community Services
106618	10/15/2019	US BANK	VISA- UPS	32.91	Community Services
106618	10/15/2019	US BANK	VISA- DOLLAR TREE	28.47	Community Services
106785	10/30/2019	WAXIE SANITARY SUPPLY	JANITORIAL SERVICES	27.42	Community Services
106618	10/15/2019	US BANK	VISA- JOANN STORES	25.37	Community Services
106764	10/30/2019	LIVESCAN USA, INC.	FINGERPRINTING SERVICES	16.00	Community Services
106764	10/30/2019	LIVESCAN USA, INC.	FINGERPRINTING SERVICES	13.00	Community Services
106618	10/15/2019	US BANK	VISA- RITE AID	6.89	Community Services
106618	10/15/2019	US BANK	VISA- 7 ELEVEN/ALBERTSONS	6.56	Community Services
106618	10/15/2019	US BANK	VISA- FEDEX OFFICE	4.37	Community Services
106661	10/16/2019	SOUTHERN CALIFORNIA GAS CO	GAS SERVICE	2.03	Community Services
106618	10/15/2019	US BANK	VISA- ITUNES.COM	0.99	Community Services
<b>Total Amount for 105 Line Item(s) from Community Services</b>				<b>\$125,825.86</b>	

**Finance**

106648	10/16/2019	MOSS, LEVY & HARTZHEIM	AUDIT WORK TO DATE FY 18/19	10,000.00	Finance
106619	10/16/2019	ADP, INC	PAYROLL PROCESSING	5,275.75	Finance
106767	10/30/2019	MUNISERVICES, LLC	SALES TAX COLLECTION FEE	1,769.01	Finance
106626	10/16/2019	BARTEL ASSOCIATES, LLC	GASB 68 CONSULTING SERVICES	1,300.00	Finance
106658	10/16/2019	SAFECHECKS	PRINTING - A/P CHECK STOCK	735.90	Finance
106755	10/30/2019	J THAYER COMPANY, INC.	OFFICE SUPPLIES	76.54	Finance
106755	10/30/2019	J THAYER COMPANY, INC.	OFFICE SUPPLIES	38.27	Finance
<b>Total Amount for 7 Line Item(s) from Finance</b>				<b>\$19,195.47</b>	

**Library**



# Check Register Report

Bank: BANK OF AMERICA - CITY OPERATING

Reporting Period: 10/09/2019 to 10/30/2019

Date: 11/4/2019

Time: 4:29:34PM

Page 7 of 19

Check No.	Check Date	Vendor Name	Check Description	Amount	Department
106625	10/16/2019	BAKER & TAYLOR, LLC	BOOKS-LIBRARY	1,545.74	Library
106625	10/16/2019	BAKER & TAYLOR, LLC	BOOKS-LIBRARY	1,163.43	Library
106653	10/16/2019	PENGUIN RANDOM HOUSE, LLC	BOOKS ON CD	1,152.60	Library
106651	10/16/2019	OCLC, INC.	MEMBERSHIP DUES- SEP 2019	760.48	Library
106708	10/23/2019	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- OCT 19	698.35	Library
106627	10/16/2019	BCC	LIFE & DISABILITY INS- OCT 19	443.89	Library
106682	10/23/2019	DEMCO, INC.	LIBRARY SUPPLIES	411.01	Library
106618	10/15/2019	US BANK	VISA- COSTCO	365.08	Library
106730	10/30/2019	BOOKPAGE	MAGAZINE SUBSCRIPTION	348.00	Library
106692	10/23/2019	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	336.78	Library
106692	10/23/2019	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	292.86	Library
106755	10/30/2019	J THAYER COMPANY, INC.	OFFICE SUPPLIES	280.10	Library
106618	10/15/2019	US BANK	VISA- ALA/JLG	228.20	Library
106786	10/30/2019	WENGER/DEANNE//	YOGA INSTRUCTOR- LIBRARY	225.00	Library
106618	10/15/2019	US BANK	VISA- ALA	225.00	Library
106628	10/16/2019	CANON SOLUTIONS AMERICA, INC	COPIER SVC PROGRAM- WHG01368	204.24	Library
106624	10/16/2019	AT&T	TELEPHONE SERVICE	197.30	Library
106641	10/16/2019	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	168.71	Library
106656	10/16/2019	RECORDED BOOKS, LLC	BOOKS ON CD	162.05	Library
106628	10/16/2019	CANON SOLUTIONS AMERICA, INC	COPIER SVC PROGRAM- WHG01091	155.14	Library
106669	10/23/2019	BAKER & TAYLOR, LLC	BOOKS-LIBRARY	148.74	Library
106641	10/16/2019	INGRAM LIBRARY SERVICES	EBOOKS- SCHL DIST	144.38	Library
106618	10/15/2019	US BANK	VISA- WAYFAIR	118.24	Library
106656	10/16/2019	RECORDED BOOKS, LLC	E- AUDIO BOOKS	105.34	Library
106692	10/23/2019	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	90.60	Library
106630	10/16/2019	CSAC-EXCESS INSURANCE	EAP/OCT-DEC 2019	83.04	Library
106618	10/15/2019	US BANK	VISA- RALPHS/TRADER JOE'S	75.35	Library
106694	10/23/2019	J THAYER COMPANY, INC.	OFFICE SUPPLIES	60.17	Library
106656	10/16/2019	RECORDED BOOKS, LLC	BOOKS ON CD	57.74	Library
106692	10/23/2019	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	56.41	Library
106710	10/23/2019	RECORDED BOOKS, LLC	E- AUDIO BOOKS	51.16	Library
106618	10/15/2019	US BANK	VISA- ALA/JLG	33.30	Library
106710	10/23/2019	RECORDED BOOKS, LLC	E- AUDIO BOOKS	31.32	Library
106692	10/23/2019	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	27.57	Library
106669	10/23/2019	BAKER & TAYLOR, LLC	BOOKS-LIBRARY	26.58	Library
106641	10/16/2019	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	20.36	Library
106618	10/15/2019	US BANK	VISA- RALPHS	11.34	Library
106669	10/23/2019	BAKER & TAYLOR, LLC	BOOKS-LIBRARY	9.89	Library



# Check Register Report

Bank: BANK OF AMERICA - CITY OPERATING

Reporting Period: 10/09/2019 to 10/30/2019

Date: 11/4/2019

Time: 4:29:34PM

Page 8 of 19

Check No.	Check Date	Vendor Name	Check Description	Amount	Department
106618	10/15/2019	US BANK	VISA- USPS	5.82	Library
<b>Total Amount for 39 Line Item(s) from Library</b>				<b>\$10,521.31</b>	
<b>LMD #22</b>					
106762	10/30/2019	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	24,876.94	LMD #22
106762	10/30/2019	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	19,723.74	LMD #22
106762	10/30/2019	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	17,522.99	LMD #22
106762	10/30/2019	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	14,456.33	LMD #22
106718	10/23/2019	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	13,206.00	LMD #22
106697	10/23/2019	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	13,168.78	LMD #22
106718	10/23/2019	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	12,648.27	LMD #22
106718	10/23/2019	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	12,000.04	LMD #22
106762	10/30/2019	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	11,377.01	LMD #22
106762	10/30/2019	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	10,434.07	LMD #22
106762	10/30/2019	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	9,371.63	LMD #22
106718	10/23/2019	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	8,925.55	LMD #22
106646	10/16/2019	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	7,726.70	LMD #22
106697	10/23/2019	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	7,571.61	LMD #22
106762	10/30/2019	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	6,650.65	LMD #22
106646	10/16/2019	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	6,303.44	LMD #22
106646	10/16/2019	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	6,247.86	LMD #22
106718	10/23/2019	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	5,954.12	LMD #22
106762	10/30/2019	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	5,429.83	LMD #22
106646	10/16/2019	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	5,219.54	LMD #22
106672	10/23/2019	CALABASAS PARK HOMEOWNERS ASSO	LANDSCAPE SERVICES	5,120.00	LMD #22
106718	10/23/2019	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	5,088.00	LMD #22
106718	10/23/2019	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	4,895.86	LMD #22
106670	10/23/2019	BELLAGIO PARK VERDI HOA	LANDSCAPE MAINTENANCE	4,850.00	LMD #22
106762	10/30/2019	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	4,757.71	LMD #22
106720	10/23/2019	WESTRIDGE CALABASAS HOA	LANDSCAPE SERVICES	4,755.00	LMD #22
106718	10/23/2019	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	4,699.50	LMD #22
106697	10/23/2019	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	4,241.61	LMD #22
106718	10/23/2019	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	4,000.04	LMD #22
106718	10/23/2019	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	3,843.47	LMD #22
106646	10/16/2019	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	3,293.91	LMD #22
106718	10/23/2019	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	2,970.84	LMD #22
106646	10/16/2019	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	2,969.74	LMD #22



# Check Register Report

Bank: BANK OF AMERICA - CITY OPERATING

Reporting Period: 10/09/2019 to 10/30/2019

Date: 11/4/2019

Time: 4:29:34PM

Page 9 of 19

Check No.	Check Date	Vendor Name	Check Description	Amount	Department
106672	10/23/2019	CALABASAS PARK HOMEOWNERS ASSO	LANDSCAPE SERVICES	2,450.00	LMD #22
106718	10/23/2019	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	2,278.29	LMD #22
106697	10/23/2019	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	1,898.71	LMD #22
106718	10/23/2019	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	1,883.51	LMD #22
106646	10/16/2019	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	1,711.78	LMD #22
106646	10/16/2019	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	1,241.59	LMD #22
106677	10/23/2019	CLAIRIDGE HOA	LANDSCAPE SERVICES	1,225.00	LMD #22
106718	10/23/2019	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	1,014.00	LMD #22
106718	10/23/2019	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	975.00	LMD #22
106762	10/30/2019	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	965.30	LMD #22
106718	10/23/2019	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	946.00	LMD #22
106718	10/23/2019	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	888.50	LMD #22
106762	10/30/2019	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	761.48	LMD #22
106697	10/23/2019	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	705.63	LMD #22
106718	10/23/2019	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	550.00	LMD #22
106718	10/23/2019	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	549.00	LMD #22
106718	10/23/2019	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	545.00	LMD #22
106762	10/30/2019	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	491.13	LMD #22
106646	10/16/2019	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	462.63	LMD #22
106718	10/23/2019	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	390.00	LMD #22
106646	10/16/2019	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	337.11	LMD #22
106646	10/16/2019	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	309.90	LMD #22
106718	10/23/2019	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	259.16	LMD #22
106718	10/23/2019	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	215.00	LMD #22
106718	10/23/2019	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	207.80	LMD #22
106718	10/23/2019	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	204.00	LMD #22
106718	10/23/2019	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	141.00	LMD #22
106718	10/23/2019	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	141.00	LMD #22
106718	10/23/2019	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	128.00	LMD #22
106718	10/23/2019	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	109.00	LMD #22
106779	10/30/2019	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	101.64	LMD #22
106718	10/23/2019	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	93.04	LMD #22
106718	10/23/2019	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	93.04	LMD #22
106627	10/16/2019	BCC	LIFE & DISABILITY INS- OCT 19	82.11	LMD #22
106762	10/30/2019	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	76.43	LMD #22
106660	10/16/2019	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	75.24	LMD #22
106708	10/23/2019	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- OCT 19	56.39	LMD #22
106762	10/30/2019	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	27.38	LMD #22





# Check Register Report

Bank: BANK OF AMERICA - CITY OPERATING

Reporting Period: 10/09/2019 to 10/30/2019

Date: 11/4/2019

Time: 4:29:34PM

Page 10 of 19

Check No.	Check Date	Vendor Name	Check Description	Amount	Department
106630	10/16/2019	CSAC-EXCESS INSURANCE	EAP/OCT-DEC 2019	12.06	LMD #22
<b>Total Amount for 72 Line Item(s) from LMD #22</b>				<b>\$298,902.63</b>	
<b><u>LMD #24</u></b>					
106697	10/23/2019	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	3,645.67	LMD #24
106762	10/30/2019	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	3,474.76	LMD #24
106705	10/23/2019	NEWBURY PARK TREE SERVICE INC	TREE TRIMMING/REMOVAL SVCS	1,485.00	LMD #24
106646	10/16/2019	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	644.38	LMD #24
106779	10/30/2019	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	152.11	LMD #24
106627	10/16/2019	BCC	LIFE & DISABILITY INS- OCT 19	5.86	LMD #24
106708	10/23/2019	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- OCT 19	4.03	LMD #24
106630	10/16/2019	CSAC-EXCESS INSURANCE	EAP/OCT-DEC 2019	0.86	LMD #24
<b>Total Amount for 8 Line Item(s) from LMD #24</b>				<b>\$9,412.67</b>	
<b><u>LMD #27</u></b>					
106779	10/30/2019	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	11.76	LMD #27
106627	10/16/2019	BCC	LIFE & DISABILITY INS- OCT 19	1.47	LMD #27
106708	10/23/2019	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- OCT 19	1.01	LMD #27
106630	10/16/2019	CSAC-EXCESS INSURANCE	EAP/OCT-DEC 2019	0.22	LMD #27
<b>Total Amount for 4 Line Item(s) from LMD #27</b>				<b>\$14.46</b>	
<b><u>LMD #32</u></b>					
106762	10/30/2019	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	1,408.78	LMD #32
106697	10/23/2019	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	1,159.03	LMD #32
106697	10/23/2019	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	75.15	LMD #32
106779	10/30/2019	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	11.01	LMD #32
106627	10/16/2019	BCC	LIFE & DISABILITY INS- OCT 19	1.47	LMD #32
106708	10/23/2019	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- OCT 19	1.01	LMD #32
106630	10/16/2019	CSAC-EXCESS INSURANCE	EAP/OCT-DEC 2019	0.22	LMD #32
<b>Total Amount for 7 Line Item(s) from LMD #32</b>				<b>\$2,656.67</b>	
<b><u>LMD 22 - Common Benefit Area</u></b>					
106762	10/30/2019	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	20,366.04	LMD 22 - Common Benefit Area



# Check Register Report

Bank: BANK OF AMERICA - CITY OPERATING

Reporting Period: 10/09/2019 to 10/30/2019

Date: 11/4/2019

Time: 4:29:34PM

Page 11 of 19

Check No.	Check Date	Vendor Name	Check Description	Amount	Department
106697	10/23/2019	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	20,038.13	LMD 22 - Common Benefit Area
106646	10/16/2019	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	16,768.08	LMD 22 - Common Benefit Area
106697	10/23/2019	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	16,419.74	LMD 22 - Common Benefit Area
106762	10/30/2019	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	12,964.30	LMD 22 - Common Benefit Area
106718	10/23/2019	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	9,677.34	LMD 22 - Common Benefit Area
106718	10/23/2019	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	9,559.00	LMD 22 - Common Benefit Area
106718	10/23/2019	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	7,105.00	LMD 22 - Common Benefit Area
106718	10/23/2019	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	5,739.65	LMD 22 - Common Benefit Area
106718	10/23/2019	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	5,156.00	LMD 22 - Common Benefit Area
106762	10/30/2019	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	4,798.33	LMD 22 - Common Benefit Area
106762	10/30/2019	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	3,778.88	LMD 22 - Common Benefit Area
106697	10/23/2019	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	3,613.11	LMD 22 - Common Benefit Area
106718	10/23/2019	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	3,560.00	LMD 22 - Common Benefit Area
106718	10/23/2019	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	3,101.83	LMD 22 - Common Benefit Area
106697	10/23/2019	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	2,924.55	LMD 22 - Common Benefit Area
106718	10/23/2019	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	2,637.95	LMD 22 - Common Benefit Area
106784	10/30/2019	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	2,215.00	LMD 22 - Common Benefit Area
106718	10/23/2019	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	1,404.00	LMD 22 - Common Benefit Area
106718	10/23/2019	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	1,245.08	LMD 22 - Common Benefit Area
106718	10/23/2019	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	1,105.00	LMD 22 - Common Benefit Area
106718	10/23/2019	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	808.00	LMD 22 - Common Benefit Area
106718	10/23/2019	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	775.00	LMD 22 - Common Benefit Area
106646	10/16/2019	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	751.51	LMD 22 - Common Benefit Area
106718	10/23/2019	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	700.33	LMD 22 - Common Benefit Area
106718	10/23/2019	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	553.00	LMD 22 - Common Benefit Area
106718	10/23/2019	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	480.00	LMD 22 - Common Benefit Area
106718	10/23/2019	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	396.00	LMD 22 - Common Benefit Area
106779	10/30/2019	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	356.96	LMD 22 - Common Benefit Area
106705	10/23/2019	NEWBURY PARK TREE SERVICE INC	TREE TRIMMING/REMOVAL SVCS	240.00	LMD 22 - Common Benefit Area
106627	10/16/2019	BCC	LIFE & DISABILITY INS- OCT 19	93.93	LMD 22 - Common Benefit Area
106708	10/23/2019	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- OCT 19	91.27	LMD 22 - Common Benefit Area
106630	10/16/2019	CSAC-EXCESS INSURANCE	EAP/OCT-DEC 2019	18.96	LMD 22 - Common Benefit Area
106779	10/30/2019	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	12.34	LMD 22 - Common Benefit Area
106779	10/30/2019	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	10.66	LMD 22 - Common Benefit Area
<b>Total Amount for 35 Line Item(s) from LMD 22 - Common Benefit Area</b>				<b>\$159,464.97</b>	

**Media Operations**



# Check Register Report

Bank: BANK OF AMERICA - CITY OPERATING

Reporting Period: 10/09/2019 to 10/30/2019

Date: 11/4/2019

Time: 4:29:34PM

Page 12 of 19

Check No.	Check Date	Vendor Name	Check Description	Amount	Department
106665	10/16/2019	VERIZON WIRELESS	TELEPHONE SERVICE	9,008.07	Media Operations
106769	10/30/2019	NEXUS TECHNOLOGIES LLC	COMPUTER SOFTWARE	4,925.00	Media Operations
106654	10/16/2019	PETROLOCO, LLC	CITY NEWSLETTER- WINTER 2019	2,000.00	Media Operations
106618	10/15/2019	US BANK	VISA- B&H PHOTO	1,856.57	Media Operations
106769	10/30/2019	NEXUS TECHNOLOGIES LLC	FIREWALL CONFIGURATION	815.00	Media Operations
106618	10/15/2019	US BANK	VISA- SURVEY MONKEY	657.64	Media Operations
106768	10/30/2019	NATIONAL CAPTIONING INSTITUTE	CLOSED CAPTIONING SVCS	588.00	Media Operations
106618	10/15/2019	US BANK	VISA- AMAZON.COM	503.56	Media Operations
106781	10/30/2019	TIME WARNER CABLE	CABLE MODEM- CITY HALL	492.70	Media Operations
106722	10/23/2019	YIN/TONG//	REIMB TRAVEL EXP-MISAC CONF	444.29	Media Operations
106781	10/30/2019	TIME WARNER CABLE	CABLE MODEM- CITY HALL	289.98	Media Operations
106618	10/15/2019	US BANK	VISA- CAPIO	225.00	Media Operations
106650	10/16/2019	NEXUS TECHNOLOGIES LLC	LASER FISCHE PORTAL	200.00	Media Operations
106650	10/16/2019	NEXUS TECHNOLOGIES LLC	LASER FISCHE PORTAL	200.00	Media Operations
106755	10/30/2019	J THAYER COMPANY, INC.	OFFICE SUPPLIES	147.83	Media Operations
106640	10/16/2019	GRACENOTE MEDIA SERVICES	CTV GUIDE LISTING	105.86	Media Operations
106740	10/30/2019	CHARTER COMMUNICATIONS	CABLE MODEM- CITY HALL	91.68	Media Operations
106618	10/15/2019	US BANK	VISA- APPLE	75.56	Media Operations
106727	10/30/2019	AT&T MOBILITY	TELEPHONE SERVICE	48.24	Media Operations
106618	10/15/2019	US BANK	VISA- WEST COAST TRANS	34.20	Media Operations
106755	10/30/2019	J THAYER COMPANY, INC.	OFFICE SUPPLIES	25.06	Media Operations
106618	10/15/2019	US BANK	VISA- MISAC	25.00	Media Operations
<b>Total Amount for 22 Line Item(s) from Media Operations</b>				<b>\$22,759.24</b>	

## Non-Departmental - Finance

106712	10/23/2019	SECURAL SECURITY CORP	PARKING ENFORCEMENT	3,491.59	Non-Departmental - Finance
106635	10/16/2019	DNA ELECTRIC	EMERGENCY- WOOLSEY FIRE 11/18	3,031.34	Non-Departmental - Finance
106618	10/15/2019	US BANK	VISA- LIFE STORAGE	1,371.00	Non-Departmental - Finance
106629	10/16/2019	CR PRINT	BUSINESS CARD MASTER	1,226.40	Non-Departmental - Finance
106618	10/15/2019	US BANK	EMERGENCY- WOOLSEY FIRE 11/18	1,193.49	Non-Departmental - Finance
106718	10/23/2019	VENCO WESTERN, INC.	EMERGENCY- WOOLSEY FIRE 11/18	1,103.00	Non-Departmental - Finance
106718	10/23/2019	VENCO WESTERN, INC.	EMERGENCY- WOOLSEY FIRE 11/18	588.00	Non-Departmental - Finance
106647	10/16/2019	M6 CONSULTING, INC.	EMERGENCY- WOOLSEY FIRE 11/18	520.00	Non-Departmental - Finance
106718	10/23/2019	VENCO WESTERN, INC.	EMERGENCY- WOOLSEY FIRE 11/18	364.00	Non-Departmental - Finance
106618	10/15/2019	US BANK	VISA- OFFICESUPPLY.COM	321.65	Non-Departmental - Finance
106618	10/15/2019	US BANK	VISA- AMAZON.COM	307.65	Non-Departmental - Finance
106618	10/15/2019	US BANK	EMERGENCY- WOOLSEY FIRE 11/18	280.02	Non-Departmental - Finance



# Check Register Report

Bank: BANK OF AMERICA - CITY OPERATING

Reporting Period: 10/09/2019 to 10/30/2019

Date: 11/4/2019

Time: 4:29:34PM

Page 13 of 19

Check No.	Check Date	Vendor Name	Check Description	Amount	Department
106618	10/15/2019	US BANK	VISA- COSTCO	270.60	Non-Departmental - Finance
106618	10/15/2019	US BANK	VISA- COSTCO	268.30	Non-Departmental - Finance
106750	10/30/2019	FENCE FACTORY	EMERGENCY- WOOLSEY FIRE 11/18	228.75	Non-Departmental - Finance
106694	10/23/2019	J THAYER COMPANY, INC.	OFFICE SUPPLIES	215.85	Non-Departmental - Finance
106655	10/16/2019	PORT-A-STOR INC.	EMERGENCY- WOOLSEY FIRE 11/18	134.00	Non-Departmental - Finance
106618	10/15/2019	US BANK	VISA- COFFEE WHOLESALE USA	97.51	Non-Departmental - Finance
106629	10/16/2019	CR PRINT	BUSINESS CARDS	88.15	Non-Departmental - Finance
106618	10/15/2019	US BANK	VISA- RALPHS/WALMART	81.41	Non-Departmental - Finance
106618	10/15/2019	US BANK	VISA- RALPHS	67.93	Non-Departmental - Finance
106734	10/30/2019	CANON SOLUTIONS AMERICA, INC	COPIER SVC PROGRAM- KZT02095	64.00	Non-Departmental - Finance
106749	10/30/2019	FEDERAL EXPRESS CORP.	COURIER SERVICE	22.60	Non-Departmental - Finance
106638	10/16/2019	FEDERAL EXPRESS CORP.	COURIER SERVICE	21.90	Non-Departmental - Finance
106665	10/16/2019	VERIZON WIRELESS	TELEPHONE SERVICE	10.78	Non-Departmental - Finance
<b>Total Amount for 25 Line Item(s) from Non-Departmental - Finance</b>				<b>\$15,369.92</b>	

## Payroll

106708	10/23/2019	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- OCT 19	6,816.46	Payroll
106627	10/16/2019	BCC	LIFE & DISABILITY INS- OCT 19	4,158.58	Payroll
106674	10/23/2019	CATE/CHARLES R.//	HEALTH INS REIMB (RETIREE)	720.82	Payroll
106680	10/23/2019	COROALLES/ANTHONY//	HEALTH INS REIMB (RETIREE)	720.82	Payroll
106686	10/23/2019	GROVEMAN/BARRY//	HEALTH INS REIMB (RETIREE)	720.82	Payroll
106691	10/23/2019	HILL/BOB//	HEALTH INS REIMB (RETIREE)	720.82	Payroll
106701	10/23/2019	LOPATA/MARVIN//	HEALTH INS REIMB (RETIREE)	720.82	Payroll
106707	10/23/2019	PARKER/ROBIN//	HEALTH INS REIMB (RETIREE)	720.82	Payroll
106719	10/23/2019	WASHBURN/DENNIS//	HEALTH INS REIMB (RETIREE)	720.82	Payroll
106630	10/16/2019	CSAC-EXCESS INSURANCE	EAP/OCT-DEC 2019	718.78	Payroll
106622	10/16/2019	APPLE ONE	TEMPORARY EMPLOYMENT SVCS	160.72	Payroll
106706	10/23/2019	P&A ADMINISTRATIVE SVCS INC	FSA MONTHLY ADMIN FEE- NOV 19	76.50	Payroll
<b>Total Amount for 12 Line Item(s) from Payroll</b>				<b>\$16,976.78</b>	

## Police / Fire / Safety

106761	10/30/2019	L.A. CO. SHERIFF'S DEPT.	SHERIFF SVCS- SEP 2019	383,533.02	Police / Fire / Safety
106761	10/30/2019	L.A. CO. SHERIFF'S DEPT.	SHERIFF SVCS- SEP 2019	9,733.43	Police / Fire / Safety
106761	10/30/2019	L.A. CO. SHERIFF'S DEPT.	SHERIFF SVCS- SEP 2019	387.50	Police / Fire / Safety



# Check Register Report

Bank: BANK OF AMERICA - CITY OPERATING  
 Reporting Period: 10/09/2019 to 10/30/2019

Date: 11/4/2019  
 Time: 4:29:34PM  
 Page 14 of 19

Check No.	Check Date	Vendor Name	Check Description	Amount	Department
<b>Total Amount for 3 Line Item(s) from Police / Fire / Safety</b>				<b>\$393,653.95</b>	
<b>Public Safety &amp; Emergency Preparedness</b>					
106618	10/15/2019	US BANK	VISA- CORNER BAKERY	415.29	Public Safety & Emergency Preparedness
106777	10/30/2019	S.O.S. SURVIVAL PRODUCTS	RESPIRATOR MASKS	59.14	Public Safety & Emergency Preparedness
106618	10/15/2019	US BANK	VISA- HOME DEPOT	26.78	Public Safety & Emergency Preparedness
<b>Total Amount for 3 Line Item(s) from Public Safety &amp; Emergency Preparedness</b>				<b>\$501.21</b>	
<b>Public Works</b>					
106637	10/16/2019	EXCEL PAVING COMPANY	CITYWIDE RESURFACING PROJ	169,487.35	Public Works
106718	10/23/2019	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- P.W.	17,750.85	Public Works
106676	10/23/2019	CHRIS NELSON & ASSOCIATES, INC	SURVEY CONSULTING	12,772.50	Public Works
106762	10/30/2019	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	10,832.68	Public Works
106697	10/23/2019	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	8,102.76	Public Works
106762	10/30/2019	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	6,277.70	Public Works
106697	10/23/2019	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	5,708.57	Public Works
106697	10/23/2019	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	5,449.16	Public Works
106646	10/16/2019	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	5,414.62	Public Works
106762	10/30/2019	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	5,333.45	Public Works
106646	10/16/2019	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	4,708.34	Public Works
106634	10/16/2019	DLT SOLUTIONS, LLC	AUTOCAD SOFTWARE LICENSE	4,645.20	Public Works
106697	10/23/2019	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	4,103.98	Public Works
106762	10/30/2019	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	3,084.29	Public Works
106754	10/30/2019	INTERWEST CONSULTING GROUP	SB 743 IMPLEMENTATION SVCS	1,920.00	Public Works
106646	10/16/2019	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	1,837.55	Public Works
106787	10/30/2019	WILLDAN ASSOCIATES INC.	GRADING & DRAINAGE REVIEW	1,597.00	Public Works
106787	10/30/2019	WILLDAN ASSOCIATES INC.	GRADING & DRAINAGE REVIEW	1,332.00	Public Works
106744	10/30/2019	COUNTY OF LOS ANGELES	CONTRACT SERVICES	1,195.46	Public Works
106667	10/16/2019	WILLDAN ASSOCIATES INC.	GRADING & DRAINAGE REVIEW	1,170.00	Public Works
106718	10/23/2019	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- PARKS	1,122.00	Public Works
106687	10/23/2019	HAJIZADEH/HOUMAN//	CONSULTING SERVICES	900.00	Public Works
106689	10/23/2019	HAJIZADEH/HOUMAN//	CONSULTING SERVICES	875.00	Public Works
106784	10/30/2019	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- PARKS	869.00	Public Works
106667	10/16/2019	WILLDAN ASSOCIATES INC.	GRADING & DRAINAGE REVIEW	815.50	Public Works
106688	10/23/2019	HAJIZADEH/HOUMAN//	CONSULTING SERVICES	800.00	Public Works
106705	10/23/2019	NEWBURY PARK TREE SERVICE INC	TREE TRIMMING/REMOVAL SVCS	787.50	Public Works



# Check Register Report

Bank: BANK OF AMERICA - CITY OPERATING

Reporting Period: 10/09/2019 to 10/30/2019

Date: 11/4/2019

Time: 4:29:34PM

Page 15 of 19

Check No.	Check Date	Vendor Name	Check Description	Amount	Department
106759	10/30/2019	KHANDAKER/ASHIQUE//	CONSULTING SERVICES	780.00	Public Works
106667	10/16/2019	WILLDAN ASSOCIATES INC.	GRADING & DRAINAGE REVIEW	753.00	Public Works
106644	10/16/2019	KHANDAKER/ASHIQUE//	CONSULTING SERVICES	720.00	Public Works
106687	10/23/2019	HAJZADEH/HOUMAN//	CONSULTING SERVICES	712.50	Public Works
106759	10/30/2019	KHANDAKER/ASHIQUE//	CONSULTING SERVICES	710.00	Public Works
106667	10/16/2019	WILLDAN ASSOCIATES INC.	GRADING & DRAINAGE REVIEW	704.00	Public Works
106657	10/16/2019	ROLDAN/VINCENT//	CONSULTING SERVICES	700.00	Public Works
106657	10/16/2019	ROLDAN/VINCENT//	CONSULTING SERVICES	700.00	Public Works
106711	10/23/2019	ROLDAN/VINCENT//	CONSULTING SERVICES	700.00	Public Works
106705	10/23/2019	NEWBURY PARK TREE SERVICE INC	TREE TRIMMING/REMOVAL SVCS	695.00	Public Works
106644	10/16/2019	KHANDAKER/ASHIQUE//	CONSULTING SERVICES	670.00	Public Works
106743	10/30/2019	CONVERSE CONSULTANTS	CONSULTING SERVICES	662.50	Public Works
106711	10/23/2019	ROLDAN/VINCENT//	CONSULTING SERVICES	560.00	Public Works
106646	10/16/2019	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	552.94	Public Works
106762	10/30/2019	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	548.58	Public Works
106667	10/16/2019	WILLDAN ASSOCIATES INC.	GRADING & DRAINAGE REVIEW	537.50	Public Works
106718	10/23/2019	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- PARKS	534.00	Public Works
106762	10/30/2019	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	523.47	Public Works
106646	10/16/2019	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	475.98	Public Works
106718	10/23/2019	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- PARKS	455.00	Public Works
106718	10/23/2019	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- PARKS	455.00	Public Works
106718	10/23/2019	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- P.W.	370.00	Public Works
106718	10/23/2019	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- PARKS	304.00	Public Works
106718	10/23/2019	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- PARKS	293.00	Public Works
106623	10/16/2019	ARC DOCUMENT SOLUTIONS, LLC	COPY/PRINTING SERVICE	283.30	Public Works
106718	10/23/2019	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- P.W.	280.00	Public Works
106718	10/23/2019	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- P.W.	273.00	Public Works
106718	10/23/2019	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- P.W.	273.00	Public Works
106718	10/23/2019	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- P.W.	260.00	Public Works
106718	10/23/2019	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- PARKS	238.00	Public Works
106618	10/15/2019	US BANK	VISA- SMART & FINAL	200.31	Public Works
106618	10/15/2019	US BANK	VISA- GRANGER/HOME DEPOT/DIY	180.57	Public Works
106718	10/23/2019	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- PARKS	161.37	Public Works
106646	10/16/2019	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	154.67	Public Works
106718	10/23/2019	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- PARKS	142.00	Public Works
106784	10/30/2019	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- PARKS	128.00	Public Works
106718	10/23/2019	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- PARKS	124.00	Public Works
106618	10/15/2019	US BANK	VISA- DIY	122.85	Public Works



# Check Register Report

Bank: BANK OF AMERICA - CITY OPERATING  
 Reporting Period: 10/09/2019 to 10/30/2019

Date: 11/4/2019  
 Time: 4:29:34PM  
 Page 16 of 19

Check No.	Check Date	Vendor Name	Check Description	Amount	Department
106618	10/15/2019	US BANK	VISA- APWA	95.00	Public Works
106663	10/16/2019	UNDERGROUND SERVICE ALERT	MONTHLY MEMBERSHIP FEE	84.25	Public Works
106618	10/15/2019	US BANK	VISA- ASCE	75.00	Public Works
106718	10/23/2019	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- P.W.	74.50	Public Works
106779	10/30/2019	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	66.36	Public Works
106646	10/16/2019	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	61.11	Public Works
106618	10/15/2019	US BANK	VISA- GRANGER/HOME DEPOT/DIY	58.83	Public Works
106633	10/16/2019	DIG SAFE BOARD	STATE REGULATORY FEE	43.43	Public Works
106665	10/16/2019	VERIZON WIRELESS	TELEPHONE SERVICE	38.01	Public Works
106618	10/15/2019	US BANK	VISA- RALPHS	15.96	Public Works
106618	10/15/2019	US BANK	VISA- DIY	7.65	Public Works
<b>Total Amount for 76 Line Item(s) from Public Works</b>				<b>\$296,450.10</b>	

### Recoverable / Refund / Liability

106706	10/23/2019	P&A ADMINISTRATIVE SVCS INC	FSA-MED/DEP CARE REIMBURSEMENT	1,790.14	Recoverable / Refund / Liability
106772	10/30/2019	P&A ADMINISTRATIVE SVCS INC	FSA-MED/DEP CARE REIMBURSEMENT	1,739.68	Recoverable / Refund / Liability
106652	10/16/2019	P&A ADMINISTRATIVE SVCS INC	FSA-MED/DEP CARE REIMBURSEMENT	313.75	Recoverable / Refund / Liability
106772	10/30/2019	P&A ADMINISTRATIVE SVCS INC	FSA-MED/DEP CARE REIMBURSEMENT	192.31	Recoverable / Refund / Liability
106652	10/16/2019	P&A ADMINISTRATIVE SVCS INC	FSA-MED/DEP CARE REIMBURSEMENT	153.80	Recoverable / Refund / Liability
106639	10/16/2019	GARCIA/AUTUMN//	RECREATION REFUND	94.00	Recoverable / Refund / Liability
106706	10/23/2019	P&A ADMINISTRATIVE SVCS INC	FSA-MED/DEP CARE REIMBURSEMENT	38.51	Recoverable / Refund / Liability
106637	10/16/2019	EXCEL PAVING COMPANY	CITYWIDE RESURFACING PROJ	-8,474.37	Recoverable / Refund / Liability
<b>Total Amount for 8 Line Item(s) from Recoverable / Refund / Liability</b>				<b>\$-4,152.18</b>	

### Tennis & Swim Center

106784	10/30/2019	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- T&SC	3,720.94	Tennis & Swim Center
106762	10/30/2019	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	2,757.87	Tennis & Swim Center
106779	10/30/2019	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	1,881.85	Tennis & Swim Center
106661	10/16/2019	SOUTHERN CALIFORNIA GAS CO	GAS SERVICE	1,791.71	Tennis & Swim Center
106771	10/30/2019	OUT-FIT	FITNESS EQUIPMENT	1,523.28	Tennis & Swim Center
106618	10/15/2019	US BANK	VISA- BARRY KAY	1,370.94	Tennis & Swim Center
106646	10/16/2019	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	1,139.79	Tennis & Swim Center
106618	10/15/2019	US BANK	VISA- CENTURY MA	789.98	Tennis & Swim Center
106736	10/30/2019	CASCIONE/GAYLENE//	RECREATION INSTRUCTOR	661.68	Tennis & Swim Center
106618	10/15/2019	US BANK	VISA- SWEETS BAKE SHOP	648.00	Tennis & Swim Center
106662	10/16/2019	TIME WARNER CABLE	CABLE MODEM/HDTV- T&SC	643.26	Tennis & Swim Center



# Check Register Report

Bank: BANK OF AMERICA - CITY OPERATING

Reporting Period: 10/09/2019 to 10/30/2019

Date: 11/4/2019

Time: 4:29:34PM

Page 17 of 19

Check No.	Check Date	Vendor Name	Check Description	Amount	Department
106618	10/15/2019	US BANK	VISA- KULLY SUPPLY	579.96	Tennis & Swim Center
106735	10/30/2019	CASAS/JORGE//	FITNESS EQUIPMENT REPAIRS	571.43	Tennis & Swim Center
106618	10/15/2019	US BANK	VISA- AMAZON.COM	558.62	Tennis & Swim Center
106666	10/16/2019	WATERLINE TECHNOLOGIES INC	POOL CHEMICALS	553.32	Tennis & Swim Center
106618	10/15/2019	US BANK	VISA- WSW CORP	547.50	Tennis & Swim Center
106679	10/23/2019	COMMERCIAL AQUATIC SVCS	POOL SERVICE/REPAIR	452.96	Tennis & Swim Center
106775	10/30/2019	QUENCH USA, INC.	WATER SERVICE	427.06	Tennis & Swim Center
106742	10/30/2019	COMMERCIAL AQUATIC SVCS	POOL SERVICE/REPAIR	411.86	Tennis & Swim Center
106618	10/15/2019	US BANK	VISA- MCCALLA COMPANY	404.74	Tennis & Swim Center
106618	10/15/2019	US BANK	VISA- OFFICE DEPOT	401.02	Tennis & Swim Center
106618	10/15/2019	US BANK	VISA- HOME DEPOT/FRANKLINS	346.47	Tennis & Swim Center
106618	10/15/2019	US BANK	VISA- SHERWIN/CATALINA PAINT	338.05	Tennis & Swim Center
106618	10/15/2019	US BANK	VISA- SMART & FINAL	319.99	Tennis & Swim Center
106618	10/15/2019	US BANK	VISA- HOME DEPOT/FRANKLINS	275.93	Tennis & Swim Center
106618	10/15/2019	US BANK	VISA- MCCALLA COMPANY	272.49	Tennis & Swim Center
106618	10/15/2019	US BANK	VISA- AMAZON.COM	259.72	Tennis & Swim Center
106618	10/15/2019	US BANK	VISA- STAPLES	251.83	Tennis & Swim Center
106618	10/15/2019	US BANK	VISA- INDEED	251.71	Tennis & Swim Center
106621	10/16/2019	ALLIANT INSURANCE SERVICES INC	SPECIAL EVENTS INS- T&SC	243.00	Tennis & Swim Center
106627	10/16/2019	BCC	LIFE & DISABILITY INS- OCT 19	231.30	Tennis & Swim Center
106618	10/15/2019	US BANK	VISA- SUPER A CLEANERS	226.00	Tennis & Swim Center
106618	10/15/2019	US BANK	VISA- SMART & FINAL/WALMART	225.93	Tennis & Swim Center
106708	10/23/2019	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- OCT 19	222.60	Tennis & Swim Center
106618	10/15/2019	US BANK	VISA- LIFEGUARD STORE	217.40	Tennis & Swim Center
106618	10/15/2019	US BANK	VISA- CAP LEASING	192.00	Tennis & Swim Center
106618	10/15/2019	US BANK	VISA- ZIPRECRUITER	174.00	Tennis & Swim Center
106618	10/15/2019	US BANK	VISA- COSTCO	164.24	Tennis & Swim Center
106618	10/15/2019	US BANK	VISA- 4IMPRINTS	155.39	Tennis & Swim Center
106618	10/15/2019	US BANK	VISA- HOME DEPOT/ULINE	145.84	Tennis & Swim Center
106784	10/30/2019	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- T&SC	120.29	Tennis & Swim Center
106618	10/15/2019	US BANK	VISA- PARTY CITY	117.06	Tennis & Swim Center
106618	10/15/2019	US BANK	VISA- CONSTANT CONTACT	100.00	Tennis & Swim Center
106760	10/30/2019	KISHIMOTO/RAINE//	REIMB MILEAGE - OCT 19	97.44	Tennis & Swim Center
106618	10/15/2019	US BANK	VISA- OTC BRANDS	95.70	Tennis & Swim Center
106618	10/15/2019	US BANK	VISA- HOME DEPOT/FRANKLINS	87.57	Tennis & Swim Center
106618	10/15/2019	US BANK	VISA- FASTENERS	82.55	Tennis & Swim Center
106618	10/15/2019	US BANK	VISA- RALPHS	80.40	Tennis & Swim Center
106618	10/15/2019	US BANK	VISA- HOME DEPOT	76.35	Tennis & Swim Center





# Check Register Report

Bank: BANK OF AMERICA - CITY OPERATING

Reporting Period: 10/09/2019 to 10/30/2019

Date: 11/4/2019

Time: 4:29:34PM

Page 18 of 19

Check No.	Check Date	Vendor Name	Check Description	Amount	Department
106618	10/15/2019	US BANK	VISA- AMAZON.COM	52.93	Tennis & Swim Center
106618	10/15/2019	US BANK	VISA- SMART & FINAL	50.38	Tennis & Swim Center
106618	10/15/2019	US BANK	VISA- CALABASAS SINCLAIR	46.00	Tennis & Swim Center
106618	10/15/2019	US BANK	VISA- PARTY CITY	45.49	Tennis & Swim Center
106618	10/15/2019	US BANK	VISA- ACME VALLEY KEYS	36.14	Tennis & Swim Center
106630	10/16/2019	CSAC-EXCESS INSURANCE	EAP/OCT-DEC 2019	35.00	Tennis & Swim Center
106708	10/23/2019	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- OCT 19	27.48	Tennis & Swim Center
106618	10/15/2019	US BANK	VISA- COFFEE BEAN	25.00	Tennis & Swim Center
106618	10/15/2019	US BANK	VISA- CORNER BAKERY	25.00	Tennis & Swim Center
106618	10/15/2019	US BANK	VISA- TRADER JOE'S	25.00	Tennis & Swim Center
106627	10/16/2019	BCC	LIFE & DISABILITY INS- OCT 19	21.98	Tennis & Swim Center
106618	10/15/2019	US BANK	VISA- AMAZON.COM	21.75	Tennis & Swim Center
106762	10/30/2019	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	7.50	Tennis & Swim Center
106618	10/15/2019	US BANK	VISA- RP BARRICADE	6.44	Tennis & Swim Center
106618	10/15/2019	US BANK	VISA- HOME DEPOT/ULINE	5.02	Tennis & Swim Center
106618	10/15/2019	US BANK	VISA- TARGET	4.04	Tennis & Swim Center
106618	10/15/2019	US BANK	VISA- PRO BOXING	3.27	Tennis & Swim Center
106630	10/16/2019	CSAC-EXCESS INSURANCE	EAP/OCT-DEC 2019	3.23	Tennis & Swim Center
<b>Total Amount for 67 Line Item(s) from Tennis &amp; Swim Center</b>				<b>\$27,650.67</b>	

## Transportation

106649	10/16/2019	MV TRANSPORTATION, INC.	SHUTTLE SERVICES- SEP 19	20,248.85	Transportation
106649	10/16/2019	MV TRANSPORTATION, INC.	SHUTTLE SERVICES- SEP 19	13,455.56	Transportation
106732	10/30/2019	CALIFORNIA GREEN CONSULTANT	CONSULTING SERVICES	12,775.00	Transportation
106620	10/16/2019	ALL CITY MANAGEMENT SVCS, INC.	SCHOOL CROSSING GUARD SVCS	6,816.54	Transportation
106724	10/30/2019	ALL CITY MANAGEMENT SVCS, INC.	SCHOOL CROSSING GUARD SVCS	6,143.71	Transportation
106664	10/16/2019	UNITED PACIFIC	FUEL CHARGES- SEP 2019	5,541.02	Transportation
106751	10/30/2019	FLIR	TRAFFIC SIGNAL SOFTWARE	4,685.45	Transportation
106649	10/16/2019	MV TRANSPORTATION, INC.	SHUTTLE SERVICES- SEP 19	3,034.75	Transportation
106739	10/30/2019	CHARGEPOINT, INC.	CONSULTING SERVICES	2,115.00	Transportation
106758	10/30/2019	JOHN KULAR CONSULTING	ENGINEERING SERVICES	1,895.00	Transportation
106758	10/30/2019	JOHN KULAR CONSULTING	ENGINEERING SERVICES	1,727.61	Transportation
106779	10/30/2019	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	1,539.50	Transportation
106778	10/30/2019	SIEMENS MOBILITY, INC	TRAFFIC SIGN MAINTENANCE	1,064.85	Transportation
106649	10/16/2019	MV TRANSPORTATION, INC.	SHUTTLE FUEL COST- SEP 19	818.46	Transportation
106693	10/23/2019	INSTITUTE OF TRANSPORTATION	MEMBERSHIP DUES 2020	640.00	Transportation
106649	10/16/2019	MV TRANSPORTATION, INC.	SHUTTLE SERVICES- SEP 19	606.09	Transportation



# Check Register Report

Bank: BANK OF AMERICA - CITY OPERATING

Reporting Period: 10/09/2019 to 10/30/2019

Date: 11/4/2019

Time: 4:29:34PM

Page 19 of 19

Check No.	Check Date	Vendor Name	Check Description	Amount	Department
106696	10/23/2019	KIER & WRIGHT CIVIL ENGINEERS	ENGINEERING SERVICES	600.00	Transportation
106702	10/23/2019	M6 CONSULTING, INC.	PLAN CHECK SERVICES	520.00	Transportation
106618	10/15/2019	US BANK	VISA- AMAZON.COM	516.46	Transportation
106618	10/15/2019	US BANK	VISA- HONDA OF T.O.	435.30	Transportation
106618	10/15/2019	US BANK	VISA- SHELL OIL/7 ELEVEN	430.32	Transportation
106758	10/30/2019	JOHN KULAR CONSULTING	ENGINEERING SERVICES	326.26	Transportation
106618	10/15/2019	US BANK	VISA- TRB	282.75	Transportation
106618	10/15/2019	US BANK	VISA- UNION 76/7 ELEVEN	245.11	Transportation
106618	10/15/2019	US BANK	VISA- CORNER BAKERY/RALPHS	231.07	Transportation
106618	10/15/2019	US BANK	VISA- PEPBOYS	228.38	Transportation
106618	10/15/2019	US BANK	VISA- AUTOZONE	222.12	Transportation
106618	10/15/2019	US BANK	VISA- AMAZON.COM	198.99	Transportation
106618	10/15/2019	US BANK	VISA- CORNER BAKERY/RALPHS	188.00	Transportation
106645	10/16/2019	LA DWP	TRAFFIC METER SERVICE	179.43	Transportation
106618	10/15/2019	US BANK	VISA- UNION 76/EXXON MOBIL	131.07	Transportation
106726	10/30/2019	AT&T	TELEPHONE SERVICE	111.86	Transportation
106618	10/15/2019	US BANK	VISA- AMAZON.COM	103.41	Transportation
106618	10/15/2019	US BANK	VISA- CHEVRON/SINCLAIR	97.93	Transportation
106618	10/15/2019	US BANK	VISA- AMAZON.COM	97.10	Transportation
106618	10/15/2019	US BANK	VISA- VIOC	95.91	Transportation
106618	10/15/2019	US BANK	VISA- EXXON MOBIL/UNION 76	57.88	Transportation
106618	10/15/2019	US BANK	VISA- SHELL OIL/7 ELEVEN	48.46	Transportation
106618	10/15/2019	US BANK	VISA- EXXON MOBIL/UNION 76	47.99	Transportation
106618	10/15/2019	US BANK	VISA- CHEVRON	35.00	Transportation
106618	10/15/2019	US BANK	VISA- UNION 76	30.32	Transportation
106618	10/15/2019	US BANK	VISA- UNION 76	29.99	Transportation
106618	10/15/2019	US BANK	VISA- UNION 76/7 ELEVEN	24.99	Transportation
<b>Total Amount for 43 Line Item(s) from Transportation</b>				<b>\$88,623.49</b>	
<b>GRAND TOTAL for 619 Line Items</b>				<b>\$1,660,149.75</b>	



# Check Register Report

Bank: BANK OF AMERICA - TENNIS & SWIM CENTER

Reporting Period: 10/11/2019 to 10/25/2019

Date: 11/4/2019

Time: 4:31:16PM

Page 1 of 1

Check No.	Check Date	Vendor Name	Check Description	Amount	Department
<b>Recoverable / Refund / Liability</b>					
13712	10/25/2019	SUTORIUS/SCOTT//	REFUND- TENNIS TOURNAMENT	70.00	Recoverable / Refund / Liability
13710	10/25/2019	MONTI/ALEXIA//	REFUND- TENNIS TOURNAMENT	45.00	Recoverable / Refund / Liability
<b>Total Amount for 2 Line Item(s) from Recoverable / Refund / Liability</b>				<b>\$115.00</b>	
<b>Tennis &amp; Swim Center</b>					
13708	10/25/2019	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	2,757.87	Tennis & Swim Center
13714	10/25/2019	UNIFIRST CORPORATION	JANITORIAL SUPPLIES	1,370.72	Tennis & Swim Center
13713	10/25/2019	THOUSAND OAKS TROPHIES	PROMOTION/SOCIALS	546.98	Tennis & Swim Center
13704	10/25/2019	AT&T	TELEPHONE SERVICE	363.47	Tennis & Swim Center
13715	10/25/2019	XEROX FINANCIAL SERVICES	ADMINISTRATIVE EXPENSES	315.36	Tennis & Swim Center
13705	10/25/2019	BLUE SHIELD OF CA	INSURANCE EXPENSE	314.90	Tennis & Swim Center
13706	10/25/2019	DESIGNSCAPE	PLANT MAINTENANCE- T&SC	280.24	Tennis & Swim Center
13707	10/25/2019	GOODMAN/LOIS//	UMPIRE	230.00	Tennis & Swim Center
13714	10/25/2019	UNIFIRST CORPORATION	JANITORIAL SUPPLIES	186.16	Tennis & Swim Center
13709	10/25/2019	MARILYN'S TROPHIES	PROMOTION/SOCIALS	180.18	Tennis & Swim Center
13711	10/25/2019	SCTA	LEVEL 7 JR TOUR 2019	98.00	Tennis & Swim Center
13709	10/25/2019	MARILYN'S TROPHIES	PROMOTION/SOCIALS	30.03	Tennis & Swim Center
<b>Total Amount for 12 Line Item(s) from Tennis &amp; Swim Center</b>				<b>\$6,673.91</b>	
<b>GRAND TOTAL for 14 Line Items</b>				<b>\$6,788.91</b>	

## FUTURE AGENDA ITEMS

Department                      Agenda Headings                      Agenda Title/Future Agenda

### 21-Nov

1	CC	Presentation	Roots and Shoots/Mayor's Monarch Pledge
2	CC	Presentation	Gun Safety Public Service Announcement
3	FIN	Consent	Investment Policy update
4	CC	Consent	Art in Public Places Advisory Committee appointment
5	CC/CA/CD	Continued	Impact Report regarding the Calabasas Preservation Initiative

### Future Items

6	CD	Consent	Adoption of Ordinance 2019-372, adopting the California Code of Regulations – Title 24, the 2019 California Building Standards Code Parts 1 through 12 with local amendments thereto and the International Property Maintenance Code
7	PW	New Business	MRT bridge update
8	AS	Presentation	Clean Power Alliance update Jan 2020
9	AS	New Business	Evaluation of private security est. Jan 2020
10	CD	New Business	Planning Commission recommendation regarding safe distance siting standards
11	AS/HR	New Business	Hiring freeze explanation/process
12	CC	New Business	Seniors Needs Assessment
13	PW	New Business	Recommendation from the Environmental Commission regarding anticoagulants ordinance
14	CS	New Business	PRE evaluation of Pumpkin Festival
15	PW	New Business	Environmental Commission review tobacco/vaping regulations
16	CD	New Business	Story poles review by Planning Commission or CDD
17	CS	New Business	Commemorative plaques for City facilities
18	PS	New Business	County's Woolsey Fire After Action Report
19	PW	New Business	Recommendation from the Environmental Commission regarding San Jose Ordinance and other ideas for further reduction of plastics including plastic bags
20	CD/Finance	New Business	Annexation updates
21	CD/PW	New Business	EV charging ports for new development
22	CD	Public Hearing	West Village Project
23	CA	New Business	Closed session regarding State's mandate for affordable housing
24	CA/CC	New Business	Report/timeline on a cannabis tax initiative
25	AS/HR	New Business	Salary adjustments policy

#### 2019 Meeting Dates

Dec 11 - Council Reorganization	Dec 25 - Canceled - Christmas
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#### 2020 Meeting Dates

8-Jan	8-Jul - Canceled
22-Jan	22-Jul - Canceled
12-Feb	12-Aug
26-Feb	26-Aug
11-Mar	9-Sep
25-Mar	23-Sep
8-Apr	14-Oct
22-Apr	28-Oct
13-May - Canceled - CCCA Annual Municipal Seminar	11-Nov Canceled - Veteran's Day
27-May	25-Nov Canceled - Thanksgiving Eve
10-Jun	9-Dec - Election Certification/ City Council Reorganization
24-Jun	23-Dec - Canceled