



## CITY *of* CALABASAS

**CITY COUNCIL AGENDA  
REGULAR MEETING – WEDNESDAY, SEPTEMBER 10, 2014  
CITY HALL COUNCIL CHAMBERS  
100 CIVIC CENTER WAY, CALABASAS  
[www.cityofcalabasas.com](http://www.cityofcalabasas.com)**

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

### **OPENING MATTERS – 7:00 P.M.**

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

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

- Adjourn in memory

### **PRESENTATIONS – 7:20 P.M.**

- [LVMWD drought status / water supply update](#)
- Sheriff's Crime Report

### **ORAL COMMUNICATIONS – PUBLIC COMMENT – 8:00 P.M.**

### **CONSENT ITEMS – 8:10 P.M.**

1. [Approval of meeting minutes from August 27, 2014.](#)

2. [Adoption of Ordinance 2014-318, amending Chapter 2.04 of the Calabasas Municipal Code relating to Councilmember salaries.](#)
3. [Authorization to approve a budgeted contract change order for Vandergeest Landscape Care, Inc. in the amount of \\$247,350 to fund FY 2014-15 regular monthly landscape maintenance and required extra work for landscape maintenance of the common areas outside individual homeowner associations and commercial properties within LLAD 24, 27 and 32.](#)
4. [Approval of the Memorandum of Understanding between the City of Calabasas and Los Angeles County Flood Control District for funding of the citywide storm drain catch basin curb screen project funded through Proposition 84.](#)

**NEW BUSINESS – 8:15 P.M.**

5. [The Lost Hills Road Interchange improvement project update.](#)
6. [Measure R project updates.](#)

**INFORMATIONAL REPORTS – 8:45 P.M.**

7. [Check Register for the period of August 15-27, 2014.](#)

**TASK FORCE REPORTS – 8:50 P.M.**

**CITY MANAGER’S REPORT – 8:55 P.M.**

**FUTURE AGENDA ITEMS – 8:57 P.M.**

**ADJOURN – 9:00 P.M.**

The City Council will adjourn in memory of Taylor Jordan Solon to a special meeting scheduled for Monday, September 15, 2014, at 7:00 p.m.

# LVMWD

## Drought Response Update



Las Virgenes Municipal Water District  
[www.LVMWD.com](http://www.LVMWD.com)

# Statewide Drought

- Driest period in California's recorded history.
- Upstate reservoirs well below average levels.
- Groundwater basins in agricultural areas are being overdrawn.
- Urban, agricultural and environmental uses all impacted.



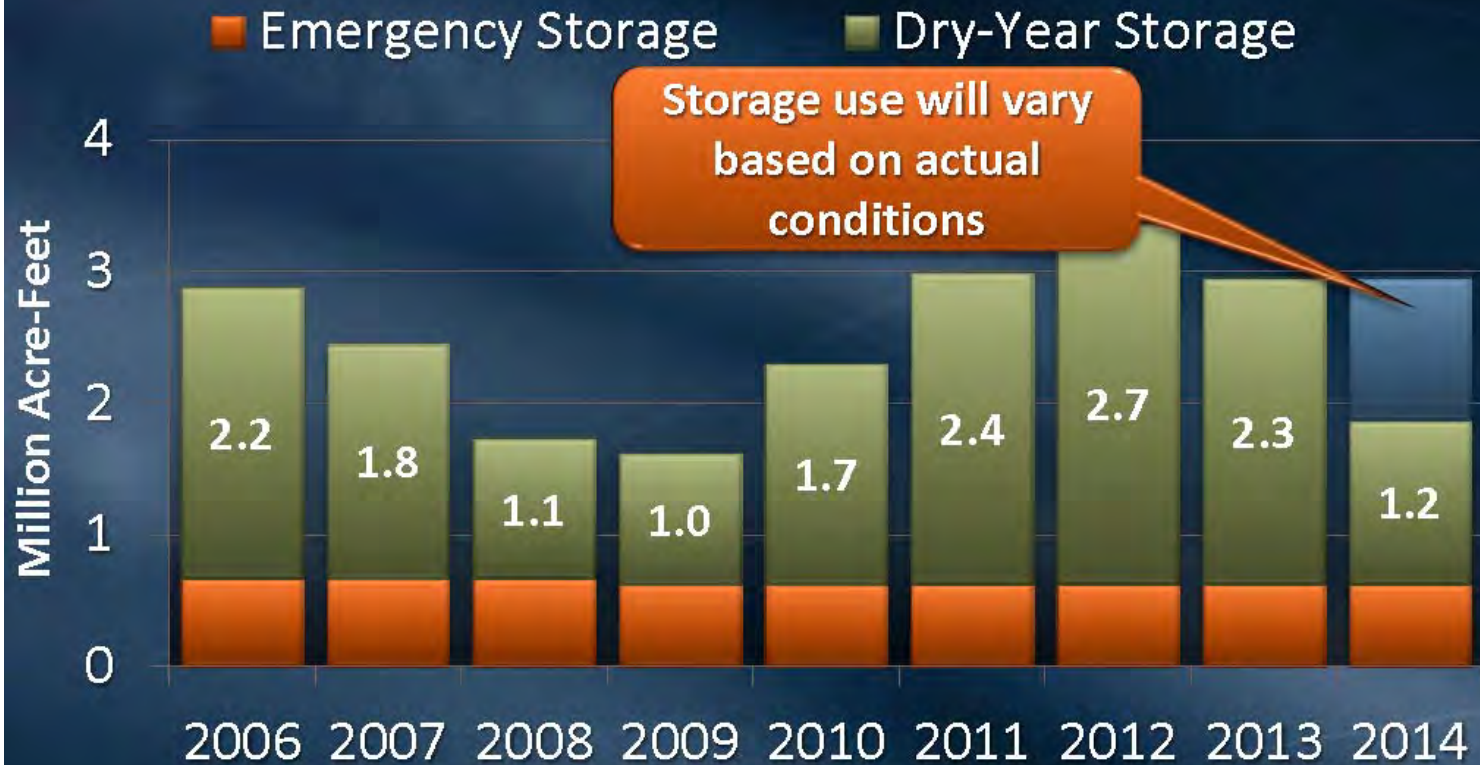
# Water Supplies Decreasing

- State Water Project Allocation - 5 percent.
- Region being supplied from stored resources and Colorado River Aqueduct.
- Calls for conservation have not met goals.



# MWD Storage Reserves

End of Year Balances\*



\* Estimated actual storage balances, may be subject to change.



# State Actions

- January 17 – Governor issues Emergency Proclamation.
- April 25 – Governor issues Executive Order calling for “redoubled effort”.
- July 1 – SWRCB takes responsibility for potable water supplies.
- **July 15 – SWRCB issues emergency drought response regulations.**
- July 21 – Governor signs AB 2100 prohibiting HOA penalties for not maintaining landscapes.



# Results to Date:



Statewide water use **declined** only 5%.

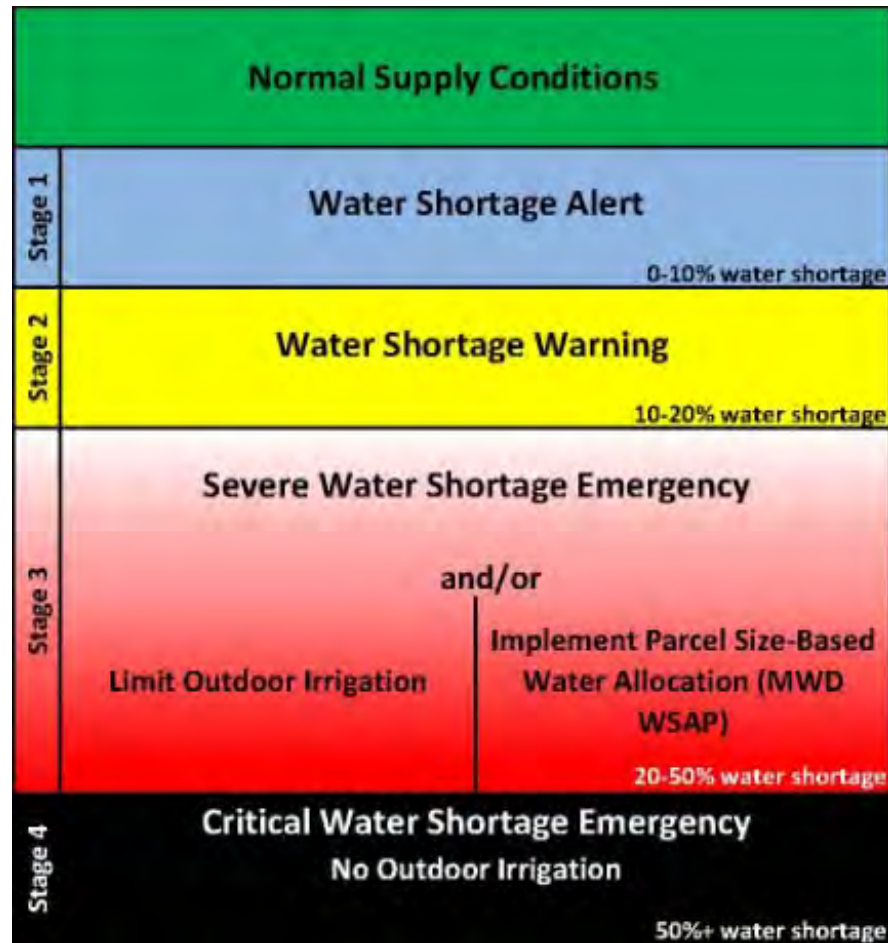


Local water use has **increased** 10% over the last two years.



















# LVMWD's Water Shortage Contingency Plan



# Mandatory Conservation Measures

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Even Addresses							
Odd Addresses							



# Mandatory Conservation Measures

Washing down sidewalks and driveways prohibited.



# Prohibited

**No irrigation between 10 a.m. and 5 p.m.**



# Prohibited

Irrigation may not result in excess runoff.



# Mandatory

**A hose used for vehicle washing must have an automatic shutoff nozzle.**



# Mandatory

**Decorative water features must have a recirculating system.**



# Compliance Programs

- Warning Letter.
- Fine structure escalates to \$500.
- District may install flow restriction device or terminate service.





# Community Outreach

- Customer Newsletter
- Ads in local papers
- Cable TV
- Radio & TV Ads
- LVMWD Website
- Outreach to HOAs
- Social Media
- City Council Updates



# Rebates

- Lawn Replacement-  
\$2 per square foot.
- H E Washer \$85.
- Smart Irrigation  
Controller \$80.
- H E Toilet \$100.
- Rain Barrel \$80.
- Soil Moisture Sensor \$80.

**Is Your Garden a Water-Saver?**



**Share your waterwise garden photos!**  
Send photos to [deborahpeters@lvmwd.com](mailto:deborahpeters@lvmwd.com)  
We'll post them on our website under Conservation /  
California-Friendly Gardens and on Facebook.  
*Your photo could inspire others to save water too!*

  
[www.LVMWD.com](http://www.LVMWD.com)



# Conservation Measures

- Allocations not foreseen at this point in time.
- Conservation actions are “a must”.
- LVMWD working on the development of a “Budget-Based” allocation program that will look at the individual needs of each property.



# El Niño?

- No certainty it will materialize.
- Will rainfall be adequate and in the correct locations?
- Reservoirs must be replenished.



# Everyone Can Help

## Anonymous Reporting

Send a photo or e-mail from  
your smartphone to:

[stopthewaste@LVMWD.com](mailto:stopthewaste@LVMWD.com)

or

Call LVMWD (818) 251-2200



**MINUTES OF A REGULAR MEETING OF  
THE CITY COUNCIL OF THE CITY OF CALABASAS, CALIFORNIA  
HELD WEDNESDAY, AUGUST 27, 2014**

Mayor Shapiro called the meeting to order at 7:01 p.m. in the Council Chambers, 100 Civic Center Way, Calabasas, California. All members of the City Council were present.

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

The Pledge of Allegiance was led by Cub Scout Pack 333 and Boy Scout Troop 642.

**APPROVAL OF AGENDA**

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

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

Mayor Shapiro announced that the meeting would be adjourned in memory of David Dorman.

**ANNOUNCEMENTS/INTRODUCTIONS**

Members of the Council made the following announcements:

Councilmember Maurer:

- A walk-in flu clinic for Calabasas residents is scheduled on September 20 from 8 a.m. to 12 p.m., at Founders' Hall.

Councilmember Gaines:

- Calabasas High School Football kick off game is scheduled on August 29.
- The Foundation will be hosting The Carnival on September 12-14, at the Whizin Market Square in Agoura Hills.
- A debate is scheduled on September 21 for candidates of the 33<sup>rd</sup> Congressional District, at Founders' Hall.
- Attended the VICA office holders' luncheon and the San Fernando Valley Economic Alliance annual meeting with Mayor Shapiro.

- Encouraged fellow Councilmembers to take him up on his ALS ice bucket challenge to help raise funds for this worthy cause.

Councilmember Bozajian:

- The Fall Recreation brochure is now available, and it has been mailed to all households in the City.
- The Calabasas Pumpkin Festival is scheduled on October 18 and 19.

Mayor Shapiro:

- Congratulated Mayor pro Tem Martin and her husband Billy for two Emmy nominations.
- Expressed appreciation to staff for coordinating the concerts at the park.
- Encouraged everyone to use caution while driving around the City since school is back in session.
- Congratulated Councilmember Gaines on being the recipient of a Most Trusted Advisor award by the San Fernando Valley Business Journal. He also wished Councilmember Gaines a happy birthday.
- The Calabasas Film Festival will take place on September 12-14.
- The Calabasas Fun Run will take place on September 14.
- Showcased a video presented at the San Fernando Valley Economic Alliance annual meeting.

## **PRESENTATIONS**

- MRT update.

Ms. Sharpton introduced Anders Reines and Kyle Troy to make a presentation.

## **ORAL COMMUNICATIONS – PUBLIC COMMENT**

Natalie Khoury, Dan Stepenosky, Aaron Kohen, Lil Gary and Randall Boyd spoke during public comment.

## **CONSENT ITEMS**

1. Approval of meeting minutes from August 13, 2014.
2. Adoption of Resolution No. 2014-1423, rescinding Resolution No. 2013-1381 and approving a salary schedule for permanent employees.
3. Adoption of Resolution No. 2014-1425, establishing employee flex credit amounts for 2015 and rescinding Resolution No. 2013-1382.

4. Adoption of Resolution No. 2014-1424, rescinding Resolution No. 2011-1291 and approving position titles and a salary schedule for hourly employees.
5. Adoption of Resolution No. 2014-1426, approving an amended Conflict of Interest Code for certain City departments, Commissions and Boards pursuant to the Political Reform Act of 1974.
6. Adoption of Ordinance No. 2014-317 repealing Los Angeles County Title 7, business license as adopted by the City Council of the City of Calabasas on April 5, 1991.
7. Recommendation to approve a professional services agreement with Malibu Canyon Shell for the fueling of transit vehicles and fleet vehicles.
8. Adoption of Resolution No. 2014-1430 updating the Building/Safety and Planning fee schedules to incorporate periodic fee increases by State Department of Conversation, Fish and Wildlife, Building Standards Commission, Los Angeles County fee increases, and adding previously adopted wireless transmission consultant costs.
9. Authorization to approve budgeted funding and change order for Newbury Park Tree Service, Inc. in the amount of \$85,000 for authorized required extra work as part of Specification No. 10-11-03 Public Street Tree Maintenance in the City of Calabasas.
10. Adoption of Resolution No. 2014-1432 relating to fees for reproduction of documents.
11. Adoption of Resolution No. 2014-1433 approving the mitigated negative declaration for the Mulholland Highway Scenic Corridor Operations Improvement Phase II Project.
12. Approval of an exception to the hiring freeze for the replacement of the Engineering Assistant position within the Public Works Department.

Councilmember Bozajian requested Item Nos. 5 and 10; Mayor pro Tem Martin requested Item No. 11; Councilmember Maurer requested Item Nos. 4 and 8 be pulled for separate discussion.

**Councilmember Gaines moved, seconded by Councilmember Bozajian to approve Consent Item Nos. 1-3, 6-7, 9, 12. MOTION CARRIED 5/0 as follows:**



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

**After discussion, Councilmember Bozajian moved, seconded by Councilmember Gaines to approve Consent Item No. 4. MOTION CARRIED 5/0 as follows:**

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

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

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

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

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

**After discussion, Councilmember Gaines moved, seconded by Councilmember Maurer to approve Consent Item No. 10. MOTION CARRIED 5/0 as follows:**

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

**After discussion, Councilmember Gaines moved, seconded by Councilmember Maurer to approve Consent Item No. 11 as amended by the City Attorney. MOTION CARRIED 5/0 as follows:**

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

## **PUBLIC HEARING**

13. Adoption of Resolution No. 2014-1427, approving the operating and capital improvement budgets for July 1, 2014 through June 30, 2016, providing for the appropriations and expenditures for all sums set forth in said budget; and adoption of Resolution No. 2014-1428, establishing the appropriations limit for Fiscal Year 2014-2015.

Mayor Shapiro opened/closed the public hearing.

**Councilmember Gaines moved, seconded by Councilmember Bozajian to approve Item No. 13. MOTION CARRIED 5/0 as follows:**

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

## **NEW BUSINESS**

14. Introduction of Ordinance 2014-318, amending Chapter 2.04 of the Calabasas Municipal Code relating to Councilmember salaries.

**Councilmember Bozajian moved, seconded by Councilmember Gaines to approve introduction of Item No. 14. MOTION CARRIED 4/1 as follows:**

AYES: Mayor Shapiro, Councilmembers Bozajian, Maurer and Gaines.

NAYS: Mayor pro Tem Martin.

## **INFORMATIONAL REPORTS**

15. Check Register for the period of August 4-14, 2014.

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

## **TASK FORCE REPORTS**

Councilmember Bozajian reported that he will be representing the City at the League of California Cities Annual Conference to be held at the Los Angeles Convention Center on September 3-5.

Councilmember Gaines announced that the Special Olympics Committee met and are gearing up for the City's host town responsibilities in 2015. Volunteers and donations are being sought.

## **CITY MANAGER'S REPORT**

Mr. Coroalles reported that a ribbon cutting ceremony will be scheduled for the Smart Irrigation Program sometime in September or October.

## **FUTURE AGENDA ITEMS**

Mr. Coroalles and Mayor Shapiro announced that a special meeting will be scheduled on September 15 to discuss the Senior Center and City Hall parking.

## **ADJOURN**

The meeting adjourned at 8:31 p.m. in memory of David Dorman to their next regular meeting scheduled on Wednesday, September 10, 2014, at 7:00 p.m.

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Maricela Hernandez, MMC  
City Clerk




CITY *of* CALABASAS

CITY COUNCIL AGENDA REPORT

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**DATE:** SEPTEMBER 2, 2014

**TO:** HONORABLE MAYOR AND COUNCILMEMBERS

**FROM:** ANTHONY M. COROALLES, CITY MANAGER 

**SUBJECT:** ADOPTION OF ORDINANCE 2014-318, AMENDING CHAPTER 2.04 OF THE CALABASAS MUNICIPAL CODE RELATING TO CITY COUNCILMEMBER SALARIES.

**MEETING**  
**DATE:** SEPTEMBER 10, 2014

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**SUMMARY RECOMMENDATION:**

Ordinance No. 2014-318 was introduced at the August 27, 2014, Council meeting.

**BACKGROUND:**

Ordinance No. 2014-318, amends Chapter 2.04 of the Calabasas Municipal Code increasing City Councilmembers' salaries to \$849 per month.

The proposed increase will not take effect until after the November 2015 municipal election.

**RECOMMENDATION:**

That the City Council adopt Ordinance No. 2014-318, amending Chapter 2.04 of the Calabasas Municipal Code increasing City Councilmembers' salaries to \$849.

**ATTACHMENTS:**

- A. Ordinance No. 2014-318
- B. City Council Salary Survey

ITEM 2 ATTACHMENT A  
ORDINANCE NO. 2014-318

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF  
CALABASAS, CALIFORNIA, ESTABLISHING SALARIES  
FOR MEMBERS OF THE CITY COUNCIL.

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

**Section 1.** Section 2.04.090 of the Calabasas Municipal Code is hereby amended to read as follows:

“2.04.090 **Councilmember--Salary.**

Each member of the City Council shall receive as salary the sum of *eight hundred forty nine dollars (\$849.00)* per month, as prescribed in Section 36516 of the California Government Code for cities up to and including thirty-five thousand (35,000) in population.”

**Section 2.** Pursuant to Government Code Section 36516.5, this ordinance shall take effect on the first day of the month following the date a councilmember begins a new term of office following the 2015 General Municipal Election.

**Section 3.** The Mayor shall sign this Ordinance and the City Clerk shall certify to the passage and adoption of this Ordinance and shall cause the same to be processed in the manner required by law.

**PASSED, APPROVED AND ADOPTED** this 10<sup>th</sup> day of September, 2014.

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

ATTEST:

APPROVED AS TO FORM:

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

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

Councilmember Salary Survey  
 General Law Cities  
 in Los Angeles and Ventura Counties

Item 2 Attachment B

<b>City</b>	<b>Population</b>	<b>Base Monthly Salary</b>	<b>Notes</b>
<b>Calabasas</b>	<b>23,802</b>	<b>\$566.00</b>	
Agoura Hills	20,330	\$300.00	
Artesia	16,681	\$401.12	
Avalon	3,797	\$300.00	
Azusa	45,000	\$400.00	
Baldwin Park	76,315	\$500.00	
Bell Gardens	42,437	\$739.53	
Bellflower	77,289	\$1,060.25	
Beverly Hills	34,494	\$785.81	
Bradbury	1,074	\$0.00	
Carson	92,196	\$1,722.38	Mayor: \$1,894.62
Claremont	35,749	\$400.00	
Commerce	12,935	\$1,062.55	
Covina	47,796	\$400.00	
Cudahy	24,013	\$483.60	
Diamond Bar	56,099	\$746.00	
Duarte	21,554	\$550.00	
El Monte	114,436	\$732.00	
El Segundo	16,804	\$757.00	
Gardena	59,566	\$2,255.00	
Glendora	50,666	\$700.00	
Hawaiian Gardens	14,375	\$795.83	
Hawthorne	85,474	\$600.00	
Hermosa Beach	19,653	\$530.00	
Hidden Hills	1,852	\$0.00	
Huntington Park	58,624	\$1,228.65	
La Canada Flintridge	20,441	\$300.00	
La Habra	61,202	\$500.00	
La Habra Heights	5,379	\$0.00	

Councilmember Salary Survey  
 General Law Cities  
 in Los Angeles and Ventura Counties

<b>City</b>	<b>Population</b>	<b>Base Monthly Salary</b>	<b>Notes</b>
La Mirada	48,930	\$125.00	
La Puente	40,222	\$536.00	
La Verne	32,041	\$519.00	
Lakewood	80,781	\$1,513.00	
Lawndale	33,058	\$450.00	
Lomita	20,516	\$390.00	
Lynwood	70,645	\$780.00	
Malibu	12,767	\$565.68	
Manhattan Beach	35,423	\$500.00	
Maywood	27,610	\$556.00	
Monrovia	38,000	\$400.00	
Montebello	65,000	\$1,032.00	
Monterey Park	61,445	\$500.00	
Norwalk	106,093	\$950.91	
Palos Verdes Estates	13,850	\$0.00	
Paramount	54,624	\$1,061.33	
Pico Rivera	63,534	\$822.14	
Rancho Palos Verdes	42,114	\$400.00	
Rolling Hills	1,884	\$0.00	
Rolling Hills Estates	8,141	\$0.00	
Rosemead	54,464	\$1,118.63	
San Dimas	33,840	\$620.00	Mayor: \$830
San Gabriel	40,153	\$893.70	
San Marino	13,246	\$0.00	
Santa Clarita	204,951	\$1,832.57	
Santa Fe Springs	16,816	\$970.84	
Sierra Madre	11,023	\$250.00	
South El Monte	20,312	\$767.15	
South Pasadena	25,619	\$300.00	
South Gate	95,115	\$600.00	



Councilmember Salary Survey  
 General Law Cities  
 in Los Angeles and Ventura Counties

<b>City</b>	<b>Population</b>	<b>Base Monthly Salary</b>	<b>Notes</b>
Walnut	29,947	\$300.00	
West Covina	107,248	\$1,530.00	
West Hollywood	34,853	\$825.00	
Westlake Village	8,341	\$300.00	
<b>Ventura County Cities</b>			
Camarillo	66,000	\$1,329.00	
Filmore	15,000	\$75.00	
Moorpark	34,400	\$600.00	
Ojai	8,200	\$475.00	
Oxnard	201,555	\$1,701.00	
Santa Paula	29,600	\$300.00	
Simi Valley	125,800	\$1,202.76	
Thousand Oaks	128,500	\$1,750.00	



**CITY of CALABASAS**

**CITY COUNCIL AGENDA REPORT**

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**DATE: SEPTEMBER 2, 2014**

**TO: HONORABLE MAYOR AND COUNCILMEMBERS**

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

**SUBJECT: AUTHORIZATION TO APPROVE A BUDGETED CONTRACT CHANGE ORDER FOR VANDERGEEST LANDSCAPE CARE, INC. IN THE AMOUNT OF \$247,350 TO FUND FY 2014-15 REGULAR MONTHLY LANDSCAPE MAINTENANCE AND REQUIRED EXTRA WORK FOR LANDSCAPE MAINTENANCE OF THE COMMON AREAS OUTSIDE INDIVIDUAL HOMEOWNER ASSOCIATIONS AND COMMERCIAL PROPERTIES WITHIN LLAD 24, 27 & 32**

**MEETING DATE: SEPTEMBER 10, 2014**

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**SUMMARY RECOMMENDATION:**

Authorization to approve a contract change order for VanderGeest Landscape Care, Inc. in the amount of \$247,350 to fund FY 2014-15 regular monthly landscape maintenance and required extra work for landscape maintenance of the common areas outside individual homeowner associations and commercial properties within LLAD 24, 27 & 32.

**BACKGROUND:**

The City's current contractor for this work is Vandergeest Landscape Care, Inc. This contract is for three (3) years and expires on February 14, 2016. Staff is requesting \$247,350 to fund FY 2014-15 regularly scheduled monthly maintenance, which this year includes a contractual CPI increase of 1.08% for LLAD 24, LLAD 27 and LLAD 32.

The cost of certain additional work is covered in the bid specification under the Unit Price List and is considered to be required extra work. The City’s landscape manager is authorized to budget and utilize available monies for landscape maintenance work.

Based on past fiscal year expense history, in order to maintain the landscape in quality condition, it is projected that \$156,500 will be required to fund required extra work (see cost breakout chart below).

The total cost of funding FY 2014-15 regularly scheduled monthly landscape maintenance and required extra work is \$247,350.

**Landscape Lighting Act Districts 24, 27 & 32**

Zone No. & Name	2014-15 Regular Landscape Maintenance	Insect & Disease Control	Irrigation Repair	Irrigation System Upgrade/ Replacement	Landscape Refurbish	Pest Abatement	Plant Shrubs & Turf	Plant Trees	Total Required Work
LLAD 24	56,500	1000	27,000	5000	65,000	1000	8000	10,000	173,500
LLAD 27	12,950	1000	5000	5000	20,000	500	3000	5000	52,450
LLAD 32	21,400								21,400
<b>TOTAL</b>									<b>247,350</b>

**FISCAL IMPACT/SOURCE OF FUNDING:**

Budgeted monies from the following funds will be utilized for this work.

- Fund 24: Division: 323 - LMD 24
- Fund 27: Division: 324 - LMD 27
- Fund 32: Division: 325 - LMD 32

Staff requests funding be approved and the budget be adjusted accordingly.

**REQUESTED ACTION:**

Move to approve a contract change order for VanderGeest Landscape Care, Inc. in the amount of \$247,350 to fund FY 2014-15 regular monthly landscape maintenance and required extra work for landscape maintenance of the common areas outside individual homeowner associations and commercial properties within LLAD 24, 27 & 32.

**ATTACHMENTS:**

- A: Contract Change Order No. 1
- B: Professional Services Agreement



<b>BASE CONTRACT AMOUNT</b>	\$275,151.21	<b>CONTRACT CHANGE ORDER NO.:</b>	1
<b>CHANGE ORDER #1</b>	(+) \$247,350.00	<b>DATE:</b>	9/10/2014
<b>ADJUSTED CONTRACT AMOUNT</b>	\$522,501.21		

**PROJECT TITLE:** Landscape Maintenance of the Common Areas Outside Individual Homeowner Associations and Commercial Properties Within Landscape Maintenance Districts 24, 27 & 32 Within the City of Calabasas  
**OWNER:** City of Calabasas  
**CONTRACTOR:** VanderGeest Landscape Maintenance

THE FOLLOWING CHANGES TO THE CONTRACT, DRAWINGS AND SPECIFICATIONS ARE PROPOSED:	NET ADDITION	NET DEDUCTION	DAYS EXTENDED
<b>LMD 24:</b> This Change Order will cover the cost of FY 2014-2015 regularly scheduled landscape maintenance and required extra work which includes insect & disease control, irrigation repair, irrigation system upgrade/replacement, landscape refurbishment, pest abatement, planting shrubs & turf grass and planting trees.	\$ 173,500		
<b>LMD 27:</b> This Change Order will cover the cost of FY 2014-2015 regularly scheduled landscape maintenance and required extra work which includes insect & disease control, irrigation repair, irrigation system upgrade/replacement, landscape refurbishment, pest abatement, planting shrubs & turf grass and planting trees.	\$ 52,450		
<b>LMD 32:</b> This Change Order will cover the cost of FY 2014-2015 regularly scheduled landscape maintenance.	\$ 21,400		
	<b>\$ 247,350</b>		

We hereby agree to make the above change subject to the terms of this order for the sum of: **\$ 247,350**  
 \*\*\* **TWO HUNDRED FORTY SEVEN THOUSAND THREE HUNDRED FIFTY DOLLARS** \*\*\*

DATE: \_\_\_\_\_  
 \_\_\_\_\_  
 Joanne VanderGeest, President  
 VanderGeest Landscape

RECOMMENDED:	APPROVED:	ACCEPTED:
Steve Ball: _____ Landscape Districts Maintenance Manager Date: _____	Robert Yalda: _____ Public Works Director/City Engineer Date: _____	David J. Shapiro: _____ Mayor Date: _____

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

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

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

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

**1. IDENTIFICATION**

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

**2. RECITALS**

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

**Landscape maintenance of the common areas outside individual Homeowners Associations and Commercial Properties within Landscape Maintenance Districts 24, 27, & 32 within the City of Calabasas.**

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

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

**3. DEFINITIONS**

3.1 "Scope of Services": Such professional services as are set forth in Consultant's **January 18, 2013** proposal to City attached hereto as Exhibit A and incorporated herein by this reference.

3.2 "Approved Fee Schedule": Such compensation rates as are set forth in Consultant's **January 18, 2013** fee schedule to City attached hereto as Exhibit B and incorporated herein by this reference.

3.3 "Commencement Date": **February 14, 2013.**

3.4 "Expiration Date": **February 14, 2016.**

4. **TERM**

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

5. **CONSULTANT'S SERVICES**

- 5.1 Consultant shall perform the services identified in the Scope of Services. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement. In no event shall the total compensation and costs payable to Consultant under this Agreement exceed the sum of **Ninety One Thousand Seven Hundred Seventeen Dollars & Seven Cents (\$91,717.07) per year** unless specifically approved in advance and in writing by City.
- 5.2 Consultant shall perform all work to the highest professional standards of Consultant's profession and in a manner reasonably satisfactory to City. Consultant shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*).
- 5.3 During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement Date if both (i) such work would require Consultant to abstain from a decision under this Agreement pursuant to a conflict of interest statute and (ii) City has not consented in writing to Consultant's performance of such work.
- 5.4 Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. **Joanne VanderGeest** shall be Consultant's project administrator and shall have direct responsibility for management of Consultant's performance under this Agreement. No change shall be made in Consultant's project administrator without City's prior written consent.
- 5.5 To the extent that the Scope of Services involves trenches deeper than 4', Contractor shall promptly, and before the following conditions are disturbed, notify the City, in writing, of any:

Initials: (City) EB (Contractor) JV

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

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

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

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

**6. COMPENSATION**

6.1 City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept in full satisfaction for such services, payment in accordance with the Approved Fee Schedule.

6.2 Consultant shall submit to City an invoice, on a monthly basis or less frequently, for the services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period and the amount due. Within thirty calendar days of receipt of each invoice, City shall pay all undisputed amounts included on the invoice. City shall not withhold applicable taxes or other authorized deductions from payments made to Consultant.

6.3 Payments for any services requested by City and not included in the Scope of Services shall be made to Consultant by City on a time-and-materials basis using Consultant's standard fee schedule. Consultant shall be entitled to increase the fees in this fee schedule at such time as it increases its fees for its clients generally; provided, however, in no event shall Consultant be entitled to increase fees for services rendered before the thirtieth day after Consultant notifies City in writing of an increase in that fee schedule. Fees for such additional services shall be paid within sixty days of the date Consultant issues an invoice to City for such services.

6.4 This Agreement is further subject to the provisions of Article 1.7 (commencing at

Initials: (City) BB (Contractor) JV



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

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

**7. OWNERSHIP OF WRITTEN PRODUCTS**

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

**8. RELATIONSHIP OF PARTIES**

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

**9. CONFIDENTIALITY**

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

Initials: (City)      (Contractor)

**10. INDEMNIFICATION**

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

Initials: (City) BA (Contractor) JW

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

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

## 11. INSURANCE

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

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

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

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

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

Initials: (City)  (Contractor) 

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

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

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

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

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

## 12. MUTUAL COOPERATION

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

## 13. RECORDS AND INSPECTIONS

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

Initials: (City)      (Contractor)

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

**14. PERMITS AND APPROVALS**

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

**15. NOTICES**

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

If to City:

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

If to Consultant:

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

With courtesy copy to:

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

**16. SURVIVING COVENANTS**

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

Initials: (City)  (Contractor) 

**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.

Initials: (City) RA (Contractor) W

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

Initials: (City)  (Contractor) 



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

19 **PREVAILING WAGES**

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

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

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

Initials: (City)                      (Contractor)

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

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

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


Initials: (City)      (Contractor)

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

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

**"City"**  
City of Calabasas

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

By:   
Mary Sue Maurer, Mayor

By:   
Joanne VanderGeest, President

Date: 3/4/13

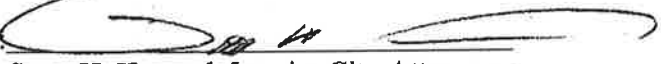
Date: 2-26-13

Attest:

By:   
Maricela Hernandez, MMC  
City Clerk

Date: 3/5/13

Approved as to form:

By:   
Scott H. Howard, Interim City Attorney

Date: 3-12-13




**CITY of CALABASAS**

**CITY COUNCIL AGENDA REPORT**

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**DATE:** SEPTEMBER 2, 2014

**TO:** HONORABLE MAYOR AND COUNCILMEMBERS

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

**SUBJECT:** APPROVAL OF THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF CALABASAS AND LOS ANGELES COUNTY FLOOD CONTROL DISTRICT FOR FUNDING OF THE CITYWIDE STORM DRAIN CATCH BASIN CURB SCREEN PROJECT FUNDED THROUGH PROPOSITION 84.

**MEETING**

**DATE:** SEPTEMBER 10, 2014

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**SUMMARY RECOMMENDATION:**

Staff recommend that the City Council approve the Memorandum of Understanding (MOU) with the Los Angeles County Flood Control District for funding of the Citywide Storm Drain Catch Basin Curb Screen project funded through Proposition 84.

**BACKGROUND:**

In November 2006, the voters of California enacted the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act (Proposition 84), which authorized the Legislature to appropriate one billion dollars for Integrated Regional Water Management (IRWM) projects (water resources-related projects that address water supply, water quality, and habitat/open space needs in a region). The intent of the IRWM concept is to encourage integrated regional strategies for the management of water resources and to provide funding

through competitive grants for projects that protect communities from drought, improve water reliability, protect and improve water quality, and to improve local water security by reducing dependence on imported water.

In November 2012, the California Department of Water Resources (DWR) issued Proposition 84 IRWM Grant Program Guidelines to establish the process and criteria to solicit applications, evaluate proposals, and award Proposition 84 grants under the IRWM Grant Program. City of Calabasas submitted a grant application to retrofit all City's storm drain catch basins with stainless steel retractable screen in order to comply with the water quality regulations known as Trash Total Maximum Daily Load (TMDL). The application went through a rigorous and competitive process in over 3 years of preparation and review process.

City's project was one of 12 projects accepted by the Greater LA Region Leadership Committee among more than 200 applications and received unanimous support from the North Santa Monica Bay IRWMP Sub-committee representing various public and semi-public agencies and stakeholders.

The DWR awarded \$23,433,962 of grant funding to all agencies within the County of Los Angeles and City of Calabasas was awarded \$1,180,725. All projects within the Greater Los Angeles Region are administered by Los Angeles County Flood Control District (LACFCD), which in turn will enter into agreement with the California Department of Water Resources to oversee projects and distribute funding to grant recipients.

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

This project calls for installation of curb screens on all of the city's catch basins to prevent trash from entering the storm drain system. The majority of these storm drains eventually discharge into the Los Angeles River. This is a citywide project that spans two watersheds and will retrofit nearly 1,200 catch basins, using LA County-approved stainless steel curb screens.

The Los Angeles River discharges into the Pacific Ocean near Long Beach and Las Virgenes Creek joins with Malibu Creek to discharge at Malibu Lagoon in Santa Monica Bay. The implementation of this project will reduce waste discharges into waterways and eventually will assist in reducing bacterial loading that is caused by discharges of vegetation, animal waste, food waste and trash into the storm drain.

This project helps the city to fully comply with the Los Angeles River and Malibu Creek trash TMDLs and will assist the city to meet certain target of the Bacteria TMDL for each of the watersheds.

**FISCAL IMPACT/SOURCE OF FUNDING:**

The total project cost is approximately \$1,416,000. City of Calabasas was awarded \$1,180,725 in grant funding, however LACFCD will receive 2.5% of this amount for administration and oversight, resulting in a net grant to the City of \$1,151,207. City's required local match is 20% of the total project cost or \$236,000 in the form of monetary contribution and staff time. Staff requests that the City Council allocates additional funding from City's General Fund in the amount of \$200,000 into the Account No. 10-313-525200 to fulfill the City's local match.

**REQUESTED ACTION:**

That the City Council approve the Memorandum of Understanding (MOU) with the Los Angeles County Flood Control District for funding of the Citywide Storm Drain Catch Basin Curb Screen project funded through Proposition 84.

**ATTACHMENT:**

Memorandum of Understanding (MOU) with the Los Angeles County Flood Control District.

M E M O R A N D U M O F U N D E R S T A N D I N G

This MEMORANDUM OF UNDERSTANDING (hereinafter referred to as "Agreement"), is made and entered into as of the date of the last Party signature set forth below between the LOS ANGELES COUNTY FLOOD CONTROL DISTRICT (hereinafter referred to as "LACFCD"), and CITY OF CALABASAS (hereinafter referred to as "Local Project Sponsor" or "LPS"). LACFCD and LPS are hereinafter referred to as "Parties" or, each individually, as "Party" for the following project(s): Citywide Storm Drain Catch Basin Curb Screen Project (hereinafter referred to as "Project(s)"). The requested grant amount for the Project(s) is \$1,180,725.00.

W I T N E S S E T H

WHEREAS, in November 2006, the voters of California enacted the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act, (hereinafter referred to as Proposition 84), adding provisions to the California Public Resources Code; and

WHEREAS, Proposition 84 amended the Public Resources Code to include Section 75026 et seq., which authorizes the Legislature to appropriate One Billion and 00/100 Dollars (\$1,000,000,000.00) for Integrated Regional Water Management (hereinafter referred to as "IRWM") projects (water resources-related projects that address water supply, water quality, and habitat/open space needs in a region); and

WHEREAS, the intent of the IRWM concept is to encourage integrated regional strategies for the management of water resources and to provide funding through competitive grants for projects that protect communities from drought, improve water reliability, protect and improve water quality, and improve local water security by reducing dependence on imported water; and

WHEREAS, the California Department of Water Resources (hereinafter referred to as "DWR") issued Proposition 84 IRWM Grant Program Guidelines (hereinafter referred to as "Guidelines") in November 2012 to establish the process and criteria to solicit applications, evaluate proposals, and award Proposition 84 grants under the IRWM Grant Program; and

WHEREAS, eligible grant recipients under the Guidelines are public agencies defined as a City, County, City and County, District, joint powers authority, State agency or Department, or other political subdivision of the State, and nonprofit organizations defined as any California corporation organized under Sections 501(c)(3), 501(c)(4), or 501(c)(5) of the Federal Internal Revenue Code. Other entities that are part of the regional water management group responsible for applying for the grant may perform work funded by the grant; and

WHEREAS, under the Guidelines, IRWM Implementation grant proposals must be

submitted by an IRWM Region that was accepted into DWR's IRWM Grant Program through the 2009 Region Acceptance Process and must: (1) include projects that are consistent with an adopted IRWM Plan (hereinafter referred to as "Plan"), (2) require project proponents to adopt the Plan or an update to the Plan, (3) describe specific implementation projects for which funding is being requested, and (4) identify matching funding; and

WHEREAS, the Plan for the Greater Los Angeles County Region (hereinafter referred to as "Region"), adopted on December 13, 2006 and updated in 2014, will facilitate a regional approach to watershed management by establishing collaborative efforts across the watersheds within the Region; and

WHEREAS, the Region was accepted into DWR's IRWM Grant Program through the 2009 Region Acceptance Process in September 2009; and

WHEREAS, the Region's IRWM Group, which includes the Region's participating local entities and the LPSs identified in Exhibit F of the Grant Agreement, designated LACFCD as the regional entity to apply for grant funds on behalf of all proposed projects for the Region, through the IRWM process; and

WHEREAS, the implementation grant proposal for the Region included twelve (12) separate projects sponsored by the LACFCD and the following local entities, solely or jointly, (the projects are identified in Exhibit F to the Grant Agreement between DWR and LACFCD, which Grant Agreement, including all Exhibits thereto, is attached hereto and incorporated herein as Attachment A): the Cities of Agoura Hills, Calabasas, Carson, the City of Los Angeles Department of Public Works' Bureau of Sanitation, Mountains Recreation and Conservation Authority, County Sanitation District No. 2 of Los Angeles County, and West Basin Municipal Water District; and

WHEREAS, for IRWM projects funded under the implementation grant that will be implemented with the participation of more than one entity, it is the intention of the Parties that the LPS will be a single entity that is responsible for implementation of the Project(s) and which has the authority to enter into this Agreement on behalf of all entities participating in the Project(s); and

WHEREAS, LPS assumes all responsibilities and liabilities for the Project(s) under this Agreement (including the Grant Agreement responsibilities allocated to LPS under this Agreement). LPS will be the entity that invoices LACFCD, submits required information, including reports, notices and notifications, to LACFCD and provides any documentation and information requested or required under this Agreement or the Grant Agreement by LACFCD with respect to the implementation of the Project(s). In the event that the Project(s) will be implemented by more than one entity, LPS shall ensure that it has entered into appropriate written agreement(s) with each of the other Project-implementing entities to confirm the authority of LPS to enter into this Agreement on their behalf, and



shall ensure that each of the other Project-implementing entities agrees to defend, indemnify and hold harmless LACFCD to the same extent as the LPS provides to LACFCD in this AGREEMENT. Further, each entity participating in a Project acknowledges full responsibility for the implementation of the Project(s), including all responsibilities identified in this Agreement as well as the Grant Agreement and commits to the fulfillment of their respective obligations with respect to the Project(s). As to LACFCD, LPS remains solely responsible for all aspects of the Project(s); and

WHEREAS, DWR has indicated that it will award an implementation grant of up to Twenty-three Million, Four Hundred Thirty-Three Thousand Nine Hundred Sixty Two and 00/100 Dollars (\$23,433,962) to the LACFCD on behalf of the Region's LPSs; and

WHEREAS, DWR has indicated that it will enter into an agreement (hereinafter referred to as Grant Agreement) with LACFCD, for the administration of the implementation grant funds with respect to the 12 projects, including LPS's Project(s); and

WHEREAS, LPS desires that LACFCD execute the anticipated Grant Agreement with DWR and perform the role of Grantee therein on LPS's behalf so that LPS can receive and benefit from the Proposition 84 grant funds for its Project(s) in the amount to be identified in Exhibit B to the Grant Agreement; and

WHEREAS, LACFCD and LPS desire to enter into this Agreement to clarify their respective responsibilities with respect to the anticipated grant from DWR and the Parties' responsibilities pursuant to the Grant Agreement; specifically, the Parties intend that LACFCD's role will be to administer the grant funding and submit documentation required under the Grant Agreement to DWR on behalf of LPS. LPS will be responsible for all other activities required under the Grant Agreement related to its Project(s), including, but not limited to construction, monitoring, Project management, operations and maintenance and legal compliance; and

WHEREAS, the LPS was awarded a Project grant of \$1,180,725.00, LACFCD will receive 2.5 percent of this grant amount for administration and oversight, resulting in a net grant to the LPS of \$1,151,207.00. The parties intend by this Agreement to establish that LACFCD will directly seek reimbursement of its 2.5 percent administrative costs from DWR, and that the LPS will not pay or seek reimbursement for those LACFCD administrative costs; and

WHEREAS the Parties acknowledge that LACFCD will not approve any aspect of the Project(s) or provide any resources related to implementation of the Project(s) outside of grant funding, if any, which is provided to LACFCD from DWR, specifically for the Project(s).

NOW, THEREFORE, LACFCD and LPS hereby agree as follows:

LACFCD'S RESPONSIBILITIES

Section (1) LACFCD AGREES TO, for as long as the Grant Agreement remains in effect:

- (1) Provide staff to oversee grant administration, manage grant funds and provide Project oversight as related to the grant.
- (2) Establish an independent account to manage the grant funds for each Project and provide routine updates to the LPS of balance and activities of each account.
- (3) Receive from LPS and submit to DWR the reports and information prepared and provided by LPS for each Project as requested by LACFCD and/or as required under the Grant Agreement.
- (4) LACFCD may execute amendments to the Grant Agreement on behalf of LPS, upon written request and approval by LPS and after LPS negotiates with DWR.
- (5) Process grant reimbursement requests submitted by LPS, including, submission of such requests to DWR and, only upon receipt of funds from DWR related to the invoices submitted, provide reimbursement to LPS within thirty (30) days of receipt by LACFCD of funds from DWR.
- (6) Submit grant reimbursement request(s) to DWR, for a total amount not to exceed \$29,518.00 to justify LACFCD administrative costs, management, and project oversight efforts with respect to the IRWM grant, as authorized by DWR and pursuant to Section (2)(8).

LPS'S RESPONSIBILITIES

Section (2) LPS AGREES TO:

- (1) Retain sole and full responsibility for all aspects of LPS's Project(s) as identified in the Grant Agreement, including any approved amendments, including, but not limited to: planning, design, review and approval of plans, specifications, bid documents and construction documents, implementation; construction; management; Project oversight; monitoring; inspections; operation and maintenance; submission of Project reimbursement billing requests; provision of reports, notifications and notices; compliance with all legal requirements related to the Project(s) such as lead agency responsibilities, and all other applicable local, State and Federal statutes and regulations related to the Project(s) for the lifetime of the Project(s) notwithstanding any early termination of this Agreement.
- (2) Plan, design, construct, and continuously operate and maintain LPS's Project(s)

pursuant to LPS's Work Plan as identified in Exhibit A to the Grant Agreement. LPS agrees to notify LACFCD and receive LACFCD's written approval as well as that of DWR in advance of implementing any proposed changes to LPS's Project(s), including proposed future changes to the Work Plan.

- (3) Comply with all terms, provisions and commitments contained in the Grant Agreement, including all exhibits and attachments thereto, applicable to LPS or to LACFCD as Grantee or to representatives of Grantee under the Grant Agreement, whether or not herein specifically referenced, (with the exception of responsibilities identified in Section (1)(1) above which are solely responsibilities of LACFCD) for the lifetime of the Project(s). The Parties agree that responsibilities of LPS, Grantee, representatives of Grantee or activities for which LACFCD (as Grantee) and LPS may be listed as jointly responsible under the Grant Agreement, shall remain the sole responsibility of LPS, with the exception of activities herein listed as LACFCD'S RESPONSIBILITIES.
- (4) Comply with all applicable environmental requirements pertaining to the Project(s), including but not limited to the California Environmental Quality Act (CEQA), the State CEQA Guidelines and, if applicable, the National Environmental Policy Act (NEPA). Submit documents that satisfy the CEQA and NEPA process as well as any mitigation agreements, and environmental permits, including but not limited to DWR's Environmental Information Form. LACFCD is not responsible for any aspect of environmental compliance with respect to the Project(s), including any proposed future changes to LPS's Project(s), and no Project may be implemented absent LPS's compliance with CEQA and other environmental laws and regulations. Prior to submission of each invoice to LACFCD under this Agreement, LPS must submit written confirmation to LACFCD, in a format to be specified by LACFCD, that it has complied with all requirements of the Grant Agreement, including, but not limited to compliance with CEQA and, as applicable, NEPA for LPS's Project(s), including all work covered under the invoice, and shall provide appropriate evidence of its compliance. In addition, LPS agrees to submit written confirmation of CEQA and applicable NEPA compliance prior to implementing any future changes to its Project(s).
- (5) Demonstrate availability of funds to complete the Project by submitting the most recent 3 years of audited financial statements and provide cost share funding match for the LPS's Project in the amount identified in Exhibit B of the Grant Agreement.
- (6) Ensure that any and all permits, licenses and approvals required for its Project(s) are obtained in a timely manner and maintained in effect as legally required.
- (7) Submit not more than one reimbursement request per month to LACFCD, in the format specified by LACFCD, executed by an authorized individual at LPS who is knowledgeable of the information and certifies and warrants the accuracy of the information contained in the reimbursement request.

- (8) Allow LACFCD to be reimbursed by DWR for an amount not to exceed \$29,518.00 or 2.5 percent of the original grant LPS grant amount for grant administrative costs, management, and project oversight efforts with respect to the IRWM as invoiced according to Section (1)(6) above, thereby agreeing that the LPS grant amount of \$1,151,207.00 represents 97.5% of the amount that would otherwise be reimbursed to LPS under this Agreement.
- (9) Prepare, provide and ensure accuracy of all deliverables, reports, documentation, notifications, notices and information related to the Project(s) as required under the Grant Agreement and/or requested by LACFCD to assist LACFCD and to enable LACFCD or LPS to provide information required under the Grant Agreement to DWR in a prompt and timely manner, in accordance with the provisions of the Grant Agreement.
- (10) Inform DWR and the LACFCD of any material changes related to the Project(s) as soon as possible including but not limited to, the progress of construction, Project budget(s), and Project benefits, through reporting process or other methods established by DWR and/or the LACFCD.
- (11) Repay the LACFCD any amount owed to DWR within 90 days of written notification, if for any reason DWR determines that LPS's Project(s) is no longer entitled to grant funds.
- (12) Provide regular and ongoing inspections of construction work in progress and be responsible to keep work under control. Authorize LACFCD to inspect the Project(s), at LACFCD's discretion, to review the progress of the Project(s).
- (13) Accept all liabilities and hold LACFCD legally and financially harmless if it is determined by court of law that LPS's allocation and use of the grant and matching funds is in violation of any applicable statutes, regulations, ordinances, guidelines, or requirements, including, but not limited to, grant requirements, and/or requirements governing contracting, and subcontracting, unless such violation(s) is due to LACFCD's active negligence or willful misconduct.
- (14) Accept sole responsibility for persons performing work related to the Project(s), including, but not limited to, employees, contractors, subcontractors, suppliers and providers of services.
- (15) Accept sole responsibility for any and all disputes arising out of contracts for implementation of the Project(s), including, but not limited to, payment disputes involving representatives of LPS, contractors and subcontractors. LPS acknowledges that LACFCD will not mediate or be involved with disputes between LPS and any other entity concerning responsibility for performance of work related to the Project(s).

- (16) Comply with all Basic Conditions, conditions for disbursement, Continuing Eligibility requirements, and Standard Conditions set forth in the Grant Agreement at all times.
- (17) Designate in writing a Project Manager with the full authority to act on behalf of LPS on any matter related to the Project(s), and advise LACFCD and DWR immediately in writing of any change in Project Manager.

### Section (3) TERMINATION OF AGREEMENT

- (1) This Agreement shall remain in effect while the Grant Agreement or any provision of the Grant Agreement remains in effect. LPS's indemnification will remain in effect for the lifetime of the Project(s). Following termination of the Grant Agreement, LPS shall remain solely responsible for any liability, costs or expenses related to its Project(s), including any request for repayment by DWR related to LPS's Project(s) and/or any other costs, fees and/or penalties, such as costs related to allegations of default under Section 14 of the Grant Agreement, which may be asserted against LACFCD by DWR related to the LPS's Project(s). LPS acknowledges that in no event shall LACFCD be responsible for any liability, costs, or expenses related to LPS's Project(s) or for the performance of work on, or the operation or maintenance of, the completed Project(s) as a result of the termination of the Grant Agreement or for any other reason.

### Section (4) GENERAL INDEMNIFICATION

- (1) LPS shall indemnify, defend, and hold harmless LACFCD, the County of Los Angeles, Special Districts for which the Board of Supervisors for the County of Los Angeles and LACFCD acts as the governing body, elected and appointed officers, employees and agents from and against any and all liability, including, but not limited to, defense costs, demands, claims, allegations of default or breach of the Grant Agreement or this Agreement, actions, fees, costs and expenses (including attorney and expert witness fees) arising from or relating to: acts or omissions of the LPS related to its Project(s) and/or any acts or omissions of LACFCD made on behalf of or for the benefit of LPS pursuant to this Agreement, including, but not limited to, LACFCD's actions or activities in administering the grant funding and other LACFCD responsibilities set forth in Section (1)(1), but not including any acts or omissions of the LACFCD that involve the LACFCD's active negligence or willful misconduct. LPS liability arising from the active negligence or willful misconduct of LACFCD is excluded under this paragraph. This indemnity section shall remain in effect while the Grant Agreement, or any of its terms, is in effect and shall survive the termination, for any reason, of the Grant Agreement or this Agreement and shall remain in effect during the lifetime of the Project(s).
- (2) LACFCD shall indemnify, defend, and hold harmless LPS, its successors and assigns, officials, officers, employees, agents and those LPS agents serving as independent contractors in the role of LPS officials or officers from and against any

and all liability, including, but not limited to, defense costs, demands, claims, allegations of default or breach of the Grant Agreement or this Agreement, actions, fees, costs and expenses arising from or relating to: LACFCD's active negligence or willful misconduct in its performance of LACFCD's RESPONSIBILITIES under this Agreement. This indemnity section shall remain in effect while the Grant Agreement, or any of its terms, is in effect and shall survive the termination, for any reason, of the Grant Agreement or this Agreement.

- (3) If, for whatever reason, DWR fails to fund any of the grant commitment related to the Project (s), LPS shall hold LACFCD harmless for that failure to fund and shall not seek any funding from LACFCD other than funds actually provided by DWR to LACFCD and specifically identified for LPS's Project(s). If for whatever reason, DWR demands repayment of any part of the grant commitment related to the Project(s), LPS shall indemnify, defend, and hold LACFCD harmless for that repayment demand and shall not seek any funding from LACFCD harmless for that repayment demand and shall not seek any funding from LACFCD in connection therewith.
- (4) LPS shall comply with the requirements set forth in CEQA and the CEQA Guidelines for its Project(s). LPS is ultimately and solely responsible for compliance with all applicable CEQA and NEPA requirements, including any mitigation measures required for the Project(s). LPS shall indemnify, defend, and hold harmless LACFCD, the County of Los Angeles, Special Districts for which the Board of Supervisors for County of Los Angeles and LACFCD acts as the governing body, elected and appointed officers, employees, and agents from and against any and all claims and/or actions related to the Project(s) that may be asserted by any third party or public agency alleging violations of CEQA or the CEQA Guidelines, NEPA and/or other Federal, State, and local environmental laws, rules, and regulations, guidelines, and requirements for the Project(s). This indemnity section shall remain in effect while the Grant Agreement, or any of its terms, is in effect and shall survive the termination, for any reason, of the Grant Agreement or this Agreement and shall remain in effect during the lifetime of the Project(s).

#### Section (5) CHILD SUPPORT LAWS

- (1) LACFCD's Policy on Child Support Laws

LPS acknowledges that LACFCD places a high priority on the enforcement of child support laws and the apprehension of child support evaders. LPS understands that it is LACFCD's policy to encourage all LACFCD contractors to voluntarily post LACFCD'S Los Angeles Most Wanted: Delinquent Parents List, in a prominent position at LPS's place of business.

- (2) Child Support Compliance Program

As required by LACFCD's Child Support Compliance Program (County Code  
Page 8 of 14

Chapter 2.200), LPS shall maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653) and California Unemployment Insurance Code Section 1088.5, and shall implement lawfully served Wage and Earnings Withholding Orders or District Attorney Notice of Wage Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure, Section 706.031 and Family Code, Section 5246(b).

(3) Termination for Noncompliance with Child Support Requirements

LPS shall maintain compliance with requirements of LACFCD's Child Support Compliance Program as certified in LPS's Child Support Compliance Program Certification and as set forth in this Agreement. Failure of LPS to maintain compliance with these requirements will constitute a default under this Agreement. Failure to cure such a default within ninety (90) days of notice by LACFCD shall be grounds upon which LACFCD may give notice of termination and terminate this Agreement.

Section (6) NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

- (1) LPS shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

Section (7) PROHIBITION AGAINST USE OF CHILD LABOR

LPS shall:

- (1) Not knowingly sell or supply to LACFCD any products, goods, supplies or other personal property manufactured in violation of child labor standards set by the International Labor Organization through its 1973 Convention Concerning Minimum Age for Employment; and,
- (2) Upon request by LACFCD, identify the country/countries of origin of any products, goods, supplies, or other personal property LPS supplies to LACFCD; and,
- (3) Upon request by LACFCD, provide to LACFCD the manufacturer's certification of compliance with all international child labor conventions.

Should LPS discover that any products, goods, supplies, or other personal property sold or supplied by LPS to LACFCD are produced in violation of any international child labor conventions, LPS shall immediately provide an alternative, compliant source of supply.

Failure by LPS to comply with provisions of this clause will be grounds for immediate suspension or termination of this Agreement.

#### Section (8) TERMINATION FOR IMPROPER CONSIDERATION

LACFCD may, by written notice to LPS, immediately terminate the right of LPS to proceed under this Agreement if it is found that consideration, in any form, was offered or given by LPS, either directly or through an intermediary, to any LACFCD officer, employee, or agent with the intent of securing this Agreement or securing favorable treatment with respect to the award, amendment, or extension of this Agreement or the making of any determinations with respect to LPS performance pursuant to this Agreement. In the event of such termination, LACFCD shall be entitled to pursue the same remedies against LPS as it could pursue in the event of default by LPS.

LPS shall immediately report any attempt by a LACFCD officer or employee to solicit such improper consideration. The report shall be made either to LACFCD manager charged with the supervision of the employee or to the Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel, entertainment, or tangible gifts.

#### Section (9) NOTIFICATION

- (1) Any notices, bills, invoices, or reports relating to this Agreement, and any request, demand, statement or other communication required or permitted hereunder shall be in writing and
  - (a) shall be delivered to the representatives of the Parties at the addresses set forth below, except that any Party may change the address for notices by giving the other Party at least ten (10) days written notice of the new address:

LACFCD:

Ms. Terri Grant, Principal Engineer  
Watershed Management Division  
Los Angeles County Flood Control District  
County of Los Angeles Department of Public Works  
900 South Fremont Avenue  
Alhambra, CA 91803-1331



LPS:

Alex Farassati, Project Manager  
City of Calabasas  
100 Civic Center Way  
Calabasas, California 91302

- (b) or when LACFCD establishes a process to electronically upload some of the above stated information via the Web, the LPS shall submit the information accordingly as directed by LACFCD.

#### Section (10) MUTUAL COVENANTS

- (1) Governing Law: This Agreement shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of California.
- (2) Amendment: No variation, modification, change, or amendment of this Agreement shall be binding upon any Party unless such variation, modification, change, or amendment is in writing and duly authorized and executed by both Parties. This Agreement shall not be amended or modified by oral agreements or understandings between the Parties or by any acts or conduct of the Parties. Notwithstanding the above, the Parties agree that any amendment to the Grant Agreement (including any amendment to LPS's grant amount and corresponding change to the dollar amount of LACFCD's 2.5 percent administrative fee) shall become part of this Agreement upon the provision of written notice to the LPS without the necessity of further written agreement between the Parties absent the immediate provision of written objection by LPS to LACFCD.
- (3) Entire Agreement: This Agreement constitutes the entire Agreement between the Parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous agreements and understandings.
- (4) No Third Party Beneficiary/Successors and Assigns: This Agreement is made and entered into for the sole protection and benefit of the Parties and their successors and assigns. No other person shall have any right of action based upon any provisions of this Agreement.
- (5) Waiver: No waiver of any breach or default by any Party shall constitute a waiver of any other breach or default, nor shall any such waiver constitute a continuing waiver. Failure of any Party to enforce at any time or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The remedies herein reserved shall be cumulative and additional to any other remedies in law or equity.

- (6) Covenant: All provisions of this Agreement, whether covenants or conditions, on

the part of LPS shall be deemed to be both covenants and conditions.

- (7) Assignment: No Party shall assign this Agreement or any of such Party's interest, rights, or obligations, under this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld except that any Party may assign the Agreement, or any part thereof, to any successor governmental agency performing the functions of the assigning Party as its successor.
- (8) Manner of Execution: The Agreement may be executed simultaneously in counterpart, each of which shall be deemed an original, but together, shall constitute but one and the same instrument.
- (9) Relationship of Parties: The Parties are, and at all times shall remain as to each other, wholly independent entities. No Party to this Agreement shall have the power to incur any debt, obligation, or liability on behalf of any other Party unless expressly provided to the contrary by this Agreement. 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.
- (10) Successors: This Agreement shall be binding upon and shall insure to the benefit of the respective successors, heirs and assigns of each Party.

#### Section (11) NEGATION OF PARTNERSHIP

Nothing in this Agreement shall be construed to render LACFCD in any way or for any purpose a partner, joint venturer, or associate in any relationship with LPS, nor shall this Agreement be construed to authorize either Party to act as agent for the other Party unless expressly provided in this Agreement.

#### Section (12) SAVINGS CLAUSE

If any provision or provisions of this Agreement shall be determined by any court to be invalid, illegal or unenforceable to any extent, the remainder of the Agreement shall continue in full force and effect and this Agreement shall be construed as if the invalid, illegal or unenforceable provision(s) had never been contained in this Agreement.

#### Section (13) AUTHORITY TO ENTER INTO AGREEMENT

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

#### Section (14) LACFCD LOBBYISTS

Each LACFCD lobbyist, as defined in the Los Angeles County Code Section 2.160.010, retained by LPS shall be in full compliance with Chapter 2.160 of the Los Angeles County Code. LPS's signature on the Agreement is its certification that it is in full compliance with

Chapter 2.160. Failure on the part of any LACFCD lobbyist retained by LPS to fully comply with the County Lobbyist Ordinance shall constitute a material breach of this Agreement upon which LACFCD may immediately terminate or suspend this Agreement.

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IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective officers, duly authorized by the LPS on \_\_\_\_\_, 2014, and by the LACFCD on \_\_\_\_\_, 2014.

LOS ANGELES COUNTY FLOOD  
CONTROL DISTRICT

By \_\_\_\_\_  
Chief Engineer

APPROVED AS TO FORM:

JOHN F. KRATTLI  
County Counsel

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

Local Project Sponsor:  
CITY OF CALABASAS

By \_\_\_\_\_  
David Shapiro, Mayor

Attest:

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

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

Approved as to Form:

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

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

**Attachment A**

**STATE OF CALIFORNIA  
THE RESOURCES AGENCY  
DEPARTMENT OF WATER RESOURCES**

**GRANT AGREEMENT BETWEEN STATE OF CALIFORNIA  
DEPARTMENT OF WATER RESOURCES AND**

**LOS ANGELES COUNTY FLOOD CONTROL DISTRICT**

**AGREEMENT NUMBER 4600010583**

**PROPOSITION 84 ROUND 2 INTEGRATED REGIONAL WATER MANAGEMENT  
(IRWM) IMPLEMENTATION GRANTS  
CALIFORNIA PUBLIC RESOURCES CODE §75026 ET SEQ.**



**CITY of CALABASAS**

**CITY COUNCIL AGENDA REPORT**

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**DATE: AUGUST 26, 2014**

**TO: HONORABLE MAYOR AND COUNCILMEMBERS**

**FROM:  ROBERT YALDA, CITY ENGINEER/PUBLIC WORKS DIRECTOR  
ANDREW BROZYNA, DEPUTY PUBLIC WORKS DIRECTOR **

**SUBJECT: THE LOST HILLS ROAD INTERCHANGE IMPROVEMENT PROJECT UPDATE**

**MEETING DATE: SEPTEMBER 10, 2014**

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**SUMMARY RECOMMENDATION:**

The Lost Hills Road Interchange Project Update report is informational only and does not require Council action.

**BACKGROUND:**

The City of Calabasas proposes to replace the existing Lost Hills Road/ U.S. Highway 101 (US-101) overcrossing and modify the interchange. The interchange conveys high volumes of regional traffic in the "Z" pattern of in-bound and out-bound commuters between the 101 and the Pacific Coast Highway. Regional travelers use Lost Hills Road and its interchange with US-101 as a through route. In-bound traffic from Northern LA and Ventura Counties flows east on the 101, turning south at Lost Hills to connect with the Pacific Coast Highway via Las Virgenes/Malibu Canyon Road to destinations in Los Angeles. In the evening, this pattern reverses, with the return traffic flowing north along Lost Hills to the 101 westbound. The narrow bridge only accommodates 1 of 2 lanes of northbound traffic, causing bottlenecks at the bridge. The left turn at the westbound on-ramp

conflicts with existing pedestrian and through movements, which further backs up traffic on Lost Hills.

The proposed improvements will increase the bridge width from 2 to 5 lanes and reroute the left turn traffic to a loop on-ramp similar to Parkway Calabasas. The new bridge will consist of two bike lanes and an up to code pedestrian sidewalk on the west side. The loop configuration will allow for the free flow of northbound traffic and significantly reduce delays and backups during peak hours. The installation of the new loop will eliminate the current north bound on-ramp and allow for standard distance between on/off ramps and the adjacent streets. Along with improving the traffic congestion, the bridge will also be elevated 4 feet to meet Caltrans height requirements, with added width to allow for the future improvements of the 101 to add HOV lanes. The reconstruction of the overcrossing will mitigate seismic deficiencies in the existing bridge.

## **DISCUSSION/ANALYSIS:**

### Progress:

Since the April 10, 2014 community presentation of the Lost Hills Road Interchange Improvement project held at Founders Hall, much progress has been made with finalizing the design phase of the project. Progress on the project can be summarized by the Design Completion Checklist divided into three distinct columns, enclosed as Attachment A. The first column represents a list of outstanding milestones for design completion dating back to November 2013 when Parsons Corporation (Parsons) was selected as the City's consultant to provide project management and construction management services for the Lost Hills project. The second column highlights the completed milestones with a checkmark at the time of the April 10th community presentation. The final column highlights further progress with the remaining few milestones individually represented by an unchecked box.

A very notable milestone that was completed following the April 10th presentation involved meeting various easement requirements and the purchase of approximately 8.9 acres of County property, necessary for the construction phase of the interchange project. This effort included a number of meetings and successful collaborations with the County Sanitation District (District), County of Los Angeles (County), City, as well as Caltrans (the project's oversight and permitting agency). The meetings, which kicked off in November 2013, resulted into identifying a collection of agreements, easements, and permits that were approved by Council on June 25, 2014, and adopted by the County Board of Supervisors on July 22, 2014.

### Remaining Milestones:

A few key tasks remain prior to the completion of the design phase. These tasks include the following schedule milestones:

*Dollinger Access Control Easement:* This milestone requires getting a signature, from Dollinger Lost Hills Associates, LP (Dollinger), for executing an access control easement agreement. This agreement ensures that no future driveway access will be constructed within 100 feet of the Lost Hills southbound on-ramp. To date, Dollinger has been non-responsive.

*Ramp Metering on the southbound on-ramp:* Caltrans is proposing that the City project provide additional ramp metering storage of vehicles on the southbound on-ramp for the Lost Hills interchange. It is the design team's view that the Caltrans request is considered excessive and unnecessary. In addition, the request increases project cost and may delay design completion. The project design team continues to provide Caltrans with engineering reports and data in support of the City's position. All safety measures and highway design standards are being met with the City's proposed design. Parsons has a proven track record of successfully defending the City's position on prior Caltrans requests that the design team considered to be excessive or unnecessary for this project.

*Caltrans Design PS&E Approval:* The item requires the review and final approval of the City's responses to Caltrans comments on the entire bid package, consisting of the plans, specifications, and estimate.

City staff, Parsons, and the rest of the design team continue to press forward on resolutions to the aforementioned items; however, a cooperative spirit from Dollinger, and continued cooperation from Caltrans is necessary to finalize the design phase of the project and remain on schedule.

### Project Schedule:

The project schedule from the April 10, 2014 presentation (enclosed as Attachment B) had an estimated completion date of November 1, 2014 for the Design Completion/ Bid & Award phase. The estimated construction duration was twenty months.

The current project schedule, enclosed as Attachment C, shows the Design Completion/ Bid & Award phase with a completion date of November 12, 2014. The updated estimated construction duration is twenty-two months.

When comparing the past and current schedules, the Design Completion/ Bid & Award phase remains largely on track; however, the new estimated construction



duration has been increased by two months. Based on Parson's professional experience, Parsons has advised adding two months to the construction schedule believing that the extra time will bring in more favorable bids prices at the time of bid opening. The original schedule of twenty months may drive construction bid prices higher by requiring the competing contractors to include additional labor to meet the construction project's scope of work in a condensed timeframe.

#### Visual Aesthetics:

The Lost Hills Interchange functions as the western gateway to Calabasas. Given the high visibility of the bridge overcrossing and interchange to commuters along US 101, the integration of aesthetic elements into the bridge and overall design is essential to highlight this entry into the City.

To this end, City logo and identifiers are integrated into the design of the bridge. A mountain motif has been worked into the bridge barrier to emphasize the extension of the natural areas to the north of the interchange and their connection to the Santa Monica Mountains to the south.

A similar mountain motif has also been integrated into the soundwalls located north of Highway 101, adjacent to the southern end of the Saratoga communities. Samples of the aforementioned visual aesthetics are enclosed as Attachment D.

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

There are no fiscal impacts associated with this report; however, the City continues to move closer toward the construction phase of the Lost Hills interchange improvements which is estimated at about \$25,000,000.

The total project budget includes about \$3,000,000 from the Las Virgenes/ Lost Hills Bridge & Thoroughfare District Funds (B&T). The City has entered into an agreement with Los Angeles County for Measure R funding. Therefore, the City anticipates Measure R funds to recover the remaining project costs.

#### **REQUESTED ACTION:**

The Lost Hills Road Interchange Project Update report is informational only and does not require Council action.

#### **ATTACHMENTS:**

- Attachment A: Design Completion Checklist
- Attachment B: April 10, 2014 Project Schedule
- Attachment C: Current Project Schedule
- Attachment D: Visual Aesthetics

# DESIGN COMPLETION CHECKLIST

Milestone 11/14	Milestone 04/14	Remaining Milestone
<b>ROADWAY DESIGN</b>		
35% Caltrans Submittal	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
65% Caltrans Submittal	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
95% Caltrans Submittal	<input type="checkbox"/>	<input checked="" type="checkbox"/>
100% Caltrans Submittal	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Geotechnical Report	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Storm Water Data Report	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Hydrology and Hydraulic Report	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>Approval of non-standard design items:</b>		
Ramp Metering	<input type="checkbox"/>	<input type="checkbox"/>
Access Control	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Canwood Profile Reduction	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Freeway Median Width	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Traffic Management plan	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Landscaping and Irrigation plans	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Construction Specifications and Special Provisions	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Caltrans Approved PS&E	<input type="checkbox"/>	<input type="checkbox"/>



# DESIGN COMPLETION CHECKLIST

Milestone 11/14	Milestone 04/14	Remaining Milestone
<b>RIGHT OF WAY ACQUISITION</b>		
8.9 Acre Purchase Agreement and Right of Entry from LA County and Sanitation District	<input type="checkbox"/>	✓
Access Control Easement and TCE from Cypress Calabasas LLC	<input type="checkbox"/>	✓
Access Control easement Dollinger & Associates (Summit Development)	<input type="checkbox"/>	<input type="checkbox"/>
Record of Survey to LA County Surveyor	<input type="checkbox"/>	✓
<b>STRUCTURE DESIGN</b>		
65% Caltrans Submittal to Sacramento	✓	✓
95% Caltrans Submittal to Sacramento	<input type="checkbox"/>	✓
100 % Caltrans Submittal to Sacramento	<input type="checkbox"/>	✓
Foundation Report	<input type="checkbox"/>	✓
Structural Calculations	<input type="checkbox"/>	✓
Finalize bridge Aesthetics	<input type="checkbox"/>	✓

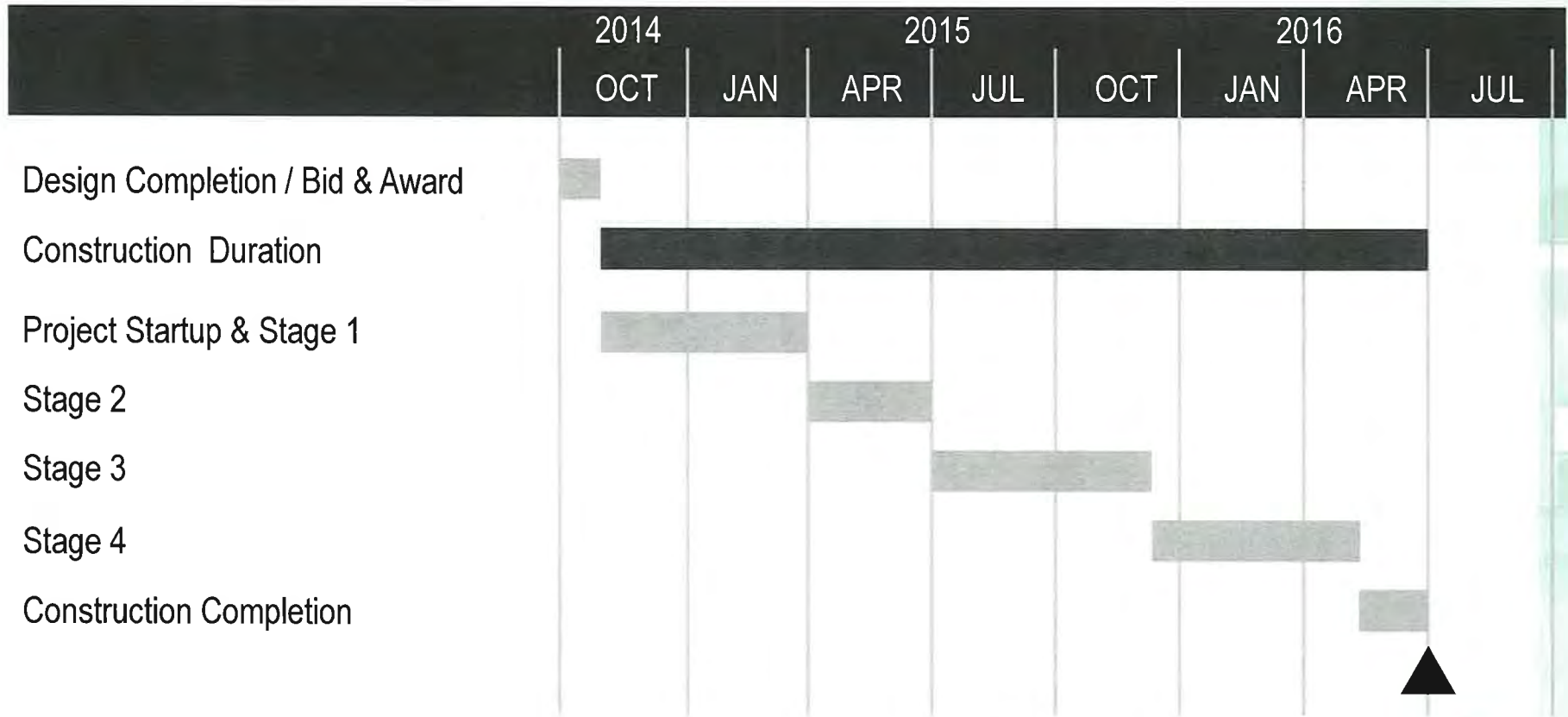


# DESIGN COMPLETION CHECKLIST

Milestone 11/14	Milestone 04/14	Remaining Milestone
<b>UTILITY DESIGN</b>		
LVMWD Waterline in Bridge	<input type="checkbox"/>	<input type="checkbox"/>
AT&T Duct through Bridge	<input type="checkbox"/>	✓
T-Mobile cell tower relocation	<input type="checkbox"/>	✓
SCE Vault Relocation	<input type="checkbox"/>	✓
Potholing of Utilities	✓	✓
<b>ENVIRONMENTAL PERMITS</b>		
Environmental revalidation	<input type="checkbox"/>	✓
LA County Oak Tree Permit	<input type="checkbox"/>	✓
State Water Quality Control Board 401 Permit	<input type="checkbox"/>	✓
California Department of Fish and Wildlife Streambed Alteration Agreement	<input type="checkbox"/>	✓
<b>AGREEMENTS</b>		
CHP Traffic Control Services Agreement with City	<input type="checkbox"/>	✓
City's Construction Cooperative Agreement with Caltrans	<input type="checkbox"/>	✓
Caltrans Approval of City's Construction Quality Management Plan	<input type="checkbox"/>	✓
City's Construction Permit from Caltrans	<input type="checkbox"/>	<input type="checkbox"/>



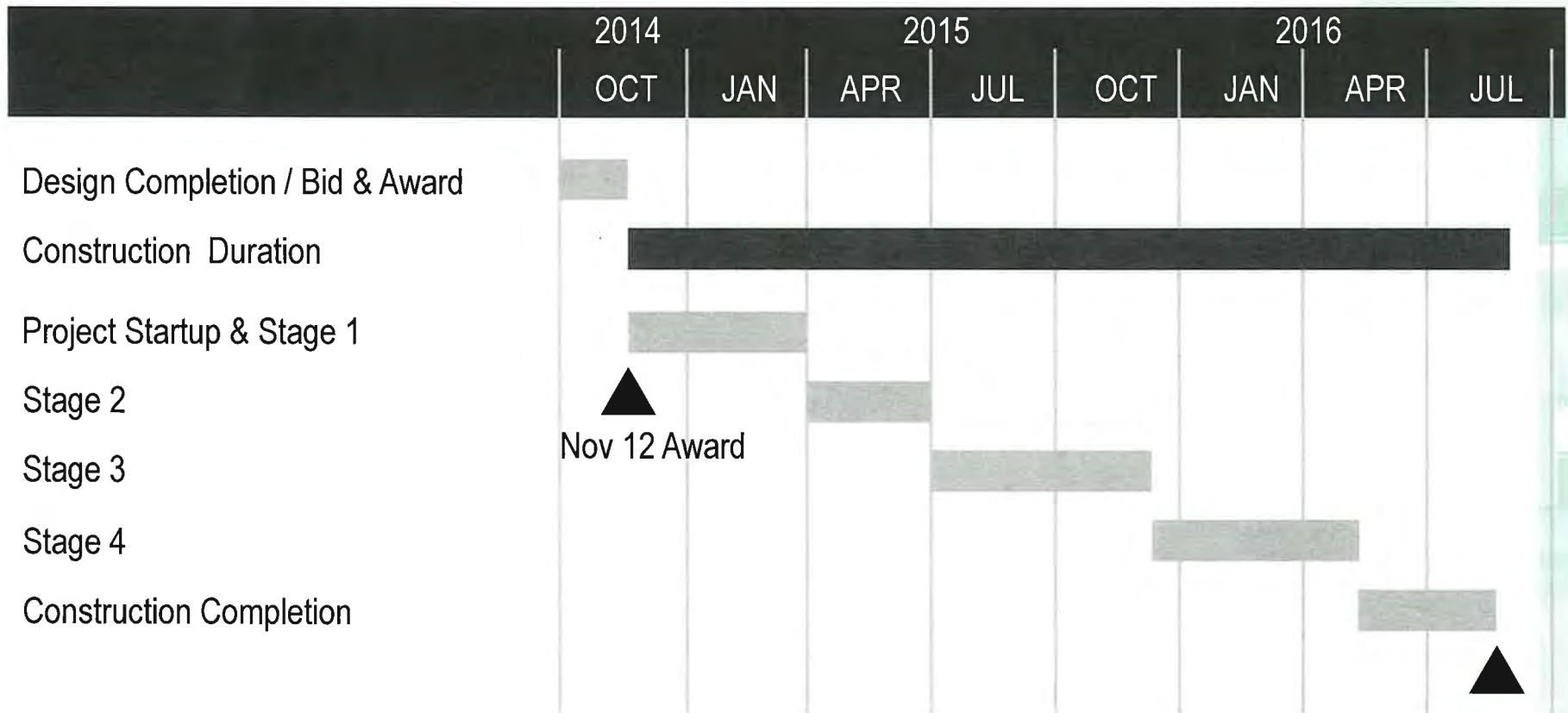
# PROJECT SCHEDULE AS OF 4-10-14



**Estimated Construction Duration = 20 months**



# PROJECT SCHEDULE AS OF 9-10-14



**Estimated Construction Duration = 22 months**



# BRIDGE AESTHETICS

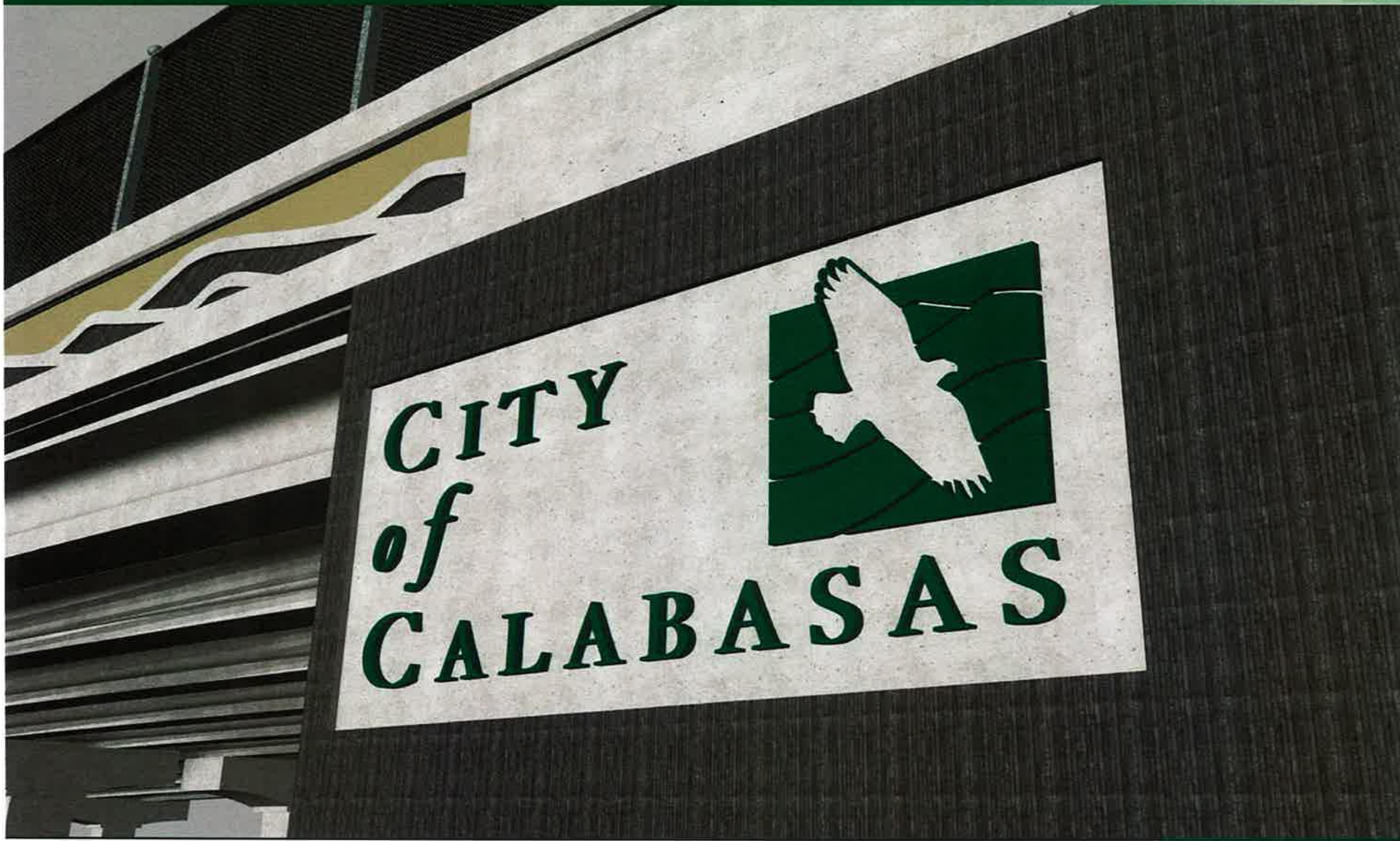


# BRIDGE AESTHETICS





# BRIDGE AESTHETICS



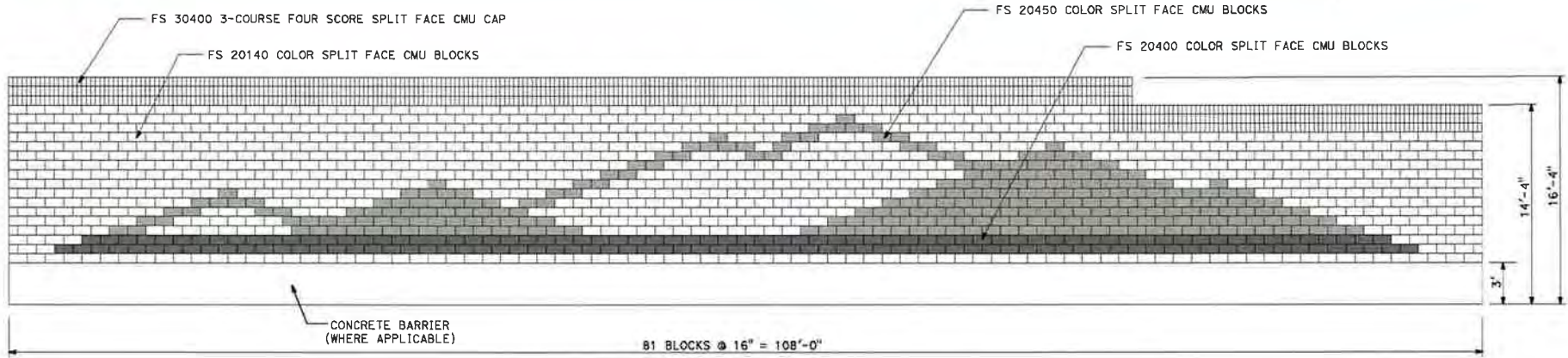
# BRIDGE AESTHETICS



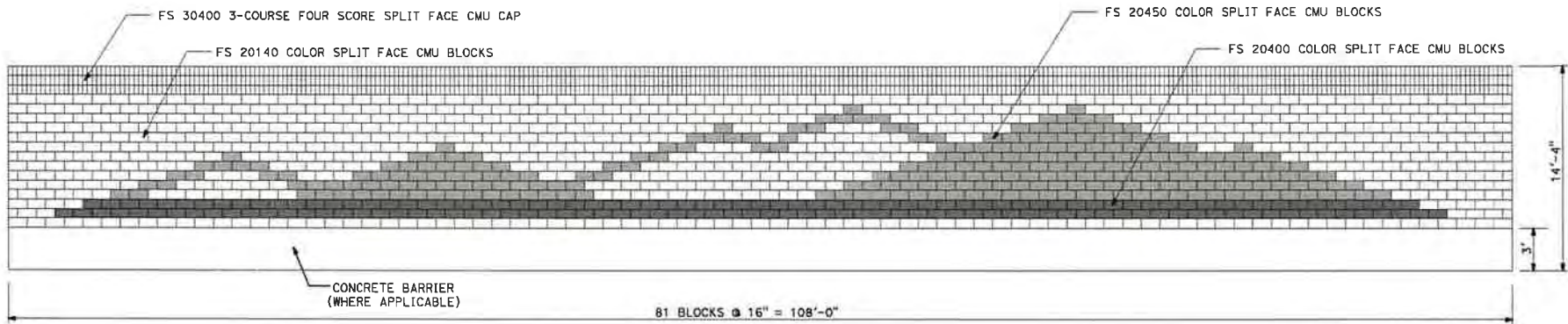
# SOUNDWALL AESTHETICS

RIVERSIDE, CA 92507

CALABASAS, CA 91302



**BLOCK PATTERN ALONG SOUND WALL SW1696 (Sta 1700+46 TO Sta 1701+54)**



**BLOCK PATTERN ALONG SOUND WALL SW1696 (Sta 1701+54 TO Sta 1703+70)**

100% SUBMITTAL  
NOT FOR CONSTRUCTION

**SOUND WALL AESTHETIC DETAIL  
"SW1696"**

CITY of CALABASAS

# SOUNDWALLS AND SCREENWALLS

- 16' high soundwall between freeway and Saratoga neighborhood
- 5' high masonry screenwall above Grape Arbor Park (west side of LHR)





*CITY of CALABASAS*

CITY COUNCIL AGENDA REPORT

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**DATE:** AUGUST 27, 2014

**TO:** HONORABLE MAYOR AND COUNCILMEMBERS

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

**SUBJECT:** "MEASURE R" PROJECTS UPDATES.

**MEETING DATE:** SEPTEMBER 10, 2014

---

**BACKGROUND:**

Measure R was a ballot measure during the November 2008 elections in Los Angeles County that proposed a half-cent sales taxes increase on each dollar of taxable sales originating in or made from Los Angeles County for the following thirty years in order to pay for transportation projects and improvements.

Through the Las Virgenes-Malibu Council of Governments, Calabasas received Measure R Sub Regional Highway Operational Improvement funding allocations for the following transportation improvement projects:

- Mulholland Highway Scenic Corridor Phase III Improvements
- Las Virgenes Road Scenic Corridor Widening
- Parkway Calabasas/US101 SB off-ramp improvements
- Old Town Calabasas Park-and-Ride parking lot
- Lost Hills Interchange

## **DISCUSSION/ANALYSIS:**

### *Mulholland Highway Scenic Corridor Phase III Improvements*

The segment of Mulholland Hwy between Paul Revere Dr. and Mulholland Dr. is currently in the final design stages. The project includes roadway improvements for traffic calming, school drop-off areas, pedestrian and bicycle facilities, construction of retaining walls to stabilize the hillside and landscaping improvements. This project is being designed in accordance with guidelines provided by the Mulholland Scenic Corridor Master Plan. The hillside section of the project is partially located within the City of Los Angeles and is currently under review by the Los Angeles Department of Public Works.

In addition, using the same elements of traffic improvements and beautifications found in the approved master plan, the City will be constructing three center medians between Declaration Avenue and Calabasas High School driveway.

Staff is presently working on two project tasks which are key factors in finalization of the project schedule:

- Changes in retaining wall design to eliminate acquisition of private property located in the City of Los Angeles;
- Procuring a construction permit from the City of Los Angeles.

Staff is anticipating to complete these items by November 2014. The projected construction is proposed to start in beginning of 2015.

Refer to Exhibit A for the project's timeline.

### *Las Virgenes Road Scenic Corridor Widening*

The Las Virgenes Scenic Corridor Improvement project will provide two travel lanes in each direction, bike lanes, landscaped medians, and continuous sidewalk along the eastern side of the road. The project is currently in the stage of final review of engineering plans and technical specifications.

This project must be coordinated with the 86-unit condominium residential development, The Paxton project, located at 4240 Las Virgenes Road, inside the limits of the City project. The private development project was conditioned to complete the improvements of a section of Las Virgenes Road in front of the development. Both projects are being designed by the same engineering consultant, Diamond West Incorporated, and their construction must be executed concurrently. Paxton project is also in the final design stages and should be ready to apply for a grading permit by April 15<sup>th</sup>, after the rainy season restrictions on grading operations expire.

The City is anticipating advertising and bidding for the Las Virgenes Road Scenic Corridor Widening project at the same time when Paxton project is ready for construction. This timeline was chosen in order to optimize and coordinate construction of the roadway improvements throughout the whole length of the project, from Agoura Road to Lost Hills Road. The beginning of construction is projected for late spring - early summer of 2015.

Refer to Exhibit A for the project's timeline.

Parkway Calabasas/US101 SB off-ramp improvements

Parkway Calabasas/US101 SB off-ramp improvements project consists of two phases:

Phase I. Modifications of the interchange at Calabasas Road with the US101 southbound ramps to improve the eastbound left-turn and through traffic flow and to provide continuous bicycle and pedestrian facilities in vicinity of the intersection. This phase also includes modification of traffic signals, construction of retaining walls, installation of street lighting and restriping of the roadway all the way to the intersection with Parkway Calabasas.

Phase II. Roadway widening and improvements of Calabasas Road, from the western limit of Phase I to the intersection with Mureau Road, to provide continuous pedestrian and bicycle facilities, landscaped medians, parallel parking and double left-turn center lane.

The design and construction documents for Phase I are at 95% completion stage. The City is waiting for Los Angeles County's approval of the street lighting plans and an encroachment permit from Caltrans. These are anticipated to be obtained by November of this year. The projected construction start is March 2015.

The construction plans for Phase II are presently on hold waiting upon resolution of future private development projects within the Phase II project limits. These projects include the future development of Sperling Nursery and Pelican Retreat sites.

Refer to Exhibit A for the project's timeline.

Old Town Calabasas Park-and-Ride parking lot

On May 14, 2014 City of Calabasas entered into an agreement with LACMTA (Metro) to fund the Design, Development, Right-of-Way, and Construction of a Park and Ride Lot located at 23577 Calabasas Road. This project is located 1,000 feet from the Mulholland Highway/Valley Circle on-ramp to the US101 and is 700 feet

from a stop for Metro's Line 161 which achieves the nexus requirements for a Highway Operational Improvement project. This project will eliminate a significant gap in the existing Park and Ride network north of Los Angeles, as existing lots are located 23 miles apart. An additional benefit from the project would be its use as off-peak parking that would remove vehicles from street parking and reduce short trips.

Proceeding with the development process, the land was purchased in July 2014 and JT Engineering was hired as the design consultant to analyze the feasibility of constructing either a surface parking or a two story parking structure. Considering different measures of construction, a single story parking lot with 78 parking spaces is the most feasible design which will also provide for Metro's request for Bike Park and Ride facility as well as Electric Vehicle Chargers.

The City is anticipating to advertise the project in February and to proceed with the construction in March of 2015.

Refer to Exhibit A for the project's timeline.

#### *Lost Hills Interchange*

Updates for the Lost Hills Interchange project are presented in a separate report.

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

There is no fiscal impact to the City. All "Measure R" projects are funded through the Measure R half-cent sales tax for Los Angeles County.

#### **REQUESTED ACTION:**

This is an informational item only.

#### **ATTACHMENTS:**

Exhibit A: Measure R projects timeline



ITEM 6 EXHIBIT A

City of Calabasas							
MEASURE R PROJECTS TIMELINE							
Item No.	Description	Nov-14	Dec-14	Jan-15	Feb-15	Mar-15	Apr-15
<b>Mulholland Highway Scenic Corridor Improvements</b>							
1	Completion of the design plans and specifications						
2	Bid advertisement						
3	Bid opening						
4	Bid results analysis/Contractor Selection						
5	Council approval of contract						
6	Construction start						
<b>Las Virgenes Road Scenic Corridor Widening</b>							
1	Completion of the design plans and specifications						
2	Bid advertisement						
3	Bid opening						
4	Bid results analysis/Contractor Selection						
5	Council approval of contract						
6	Construction start						
<b>Parkway Calabasas/US101 SB off-ramp improvements</b>							
1	Completion of the design plans and specifications						
2	Bid advertisement						
3	Bid opening						
4	Bid results analysis/Contractor Selection						
5	Council approval of contract						
6	Construction start						
<b>Old Town Calabasas Park-and-Ride parking lot</b>							
1	Completion of the design plans and specifications						
2	Bid advertisement						
3	Bid opening						
4	Bid results analysis/Contractor Selection						
5	Council approval of contract						
6	Construction start						



# Check Register Report

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Check No.	Check Date	Vendor Name	Check Description	Amount	Department
<b><u>Administrative Services</u></b>					
88836	8/27/2014	STELLER/DEBORAH//	REIMBURSE EDUC EXPS- SUMMER 14	715.00	Administrative Services
88782	8/27/2014	ACORN NEWSPAPER	LEGAL ADVERTISING	114.00	Administrative Services
88717	8/15/2014	US BANK	VISA- WALMART	89.53	Administrative Services
88840	8/27/2014	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	88.61	Administrative Services
88717	8/15/2014	US BANK	VISA- UPS STORE	20.00	Administrative Services
<b>Total Amount for 5 Line Item(s) from Administrative Services</b>				<b>\$1,027.14</b>	
<b><u>Boards and Commissions</u></b>					
88717	8/15/2014	US BANK	VISA- RALPHS	7.98	Boards and Commissions
<b>Total Amount for 1 Line Item(s) from Boards and Commissions</b>				<b>\$7.98</b>	
<b><u>City Attorney</u></b>					
88741	8/20/2014	HOPKINS & CARLEY	LEGAL SERVICES	9,429.04	City Attorney
88728	8/20/2014	COLANTUONO, LEVIN PC	GENERAL SERVICES	9,250.00	City Attorney
88728	8/20/2014	COLANTUONO, LEVIN PC	DRY CANYON LLC	1,376.50	City Attorney
88728	8/20/2014	COLANTUONO, LEVIN PC	CROWN CASTLE INC	808.50	City Attorney
88728	8/20/2014	COLANTUONO, LEVIN PC	MISC SPECIAL COUNSEL PROJ	50.00	City Attorney
<b>Total Amount for 5 Line Item(s) from City Attorney</b>				<b>\$20,914.04</b>	
<b><u>City Council</u></b>					
88717	8/15/2014	US BANK	VISA- LEAGUE OF CA CITIES	500.00	City Council
88717	8/15/2014	US BANK	VISA- LEAGUE OF CA CITIES	500.00	City Council
88717	8/15/2014	US BANK	VISA- CALABASAS SELF STORAGE	184.00	City Council
88723	8/20/2014	CALABASAS CHAMBER OF COMMERCE	MAYORAL LUNCHEON	140.00	City Council
88840	8/27/2014	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	83.39	City Council
88723	8/20/2014	CALABASAS CHAMBER OF COMMERCE	CHAMBER BREAKFAST	20.00	City Council
<b>Total Amount for 6 Line Item(s) from City Council</b>				<b>\$1,427.39</b>	
<b><u>City Management</u></b>					
88717	8/15/2014	US BANK	VISA- AMERICA IN BLOOM	295.00	City Management
88717	8/15/2014	US BANK	VISA- CORNER BAKERY	130.10	City Management



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Check No.	Check Date	Vendor Name	Check Description	Amount	Department
88717	8/15/2014	US BANK	VISA- TOSCA NOVA	80.04	City Management
88717	8/15/2014	US BANK	VISA- UPS STORE	25.10	City Management
88717	8/15/2014	US BANK	VISA- WOODRANCH BBQ	19.82	City Management
<b>Total Amount for 5 Line Item(s) from City Management</b>				<b>\$550.06</b>	
<b><u>Civic Center O&amp;M</u></b>					
88834	8/27/2014	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	11,217.78	Civic Center O&M
88834	8/27/2014	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	10,354.87	Civic Center O&M
88825	8/27/2014	PRIDE INDUSTRIES	CUSTODIAL SERVICES	1,969.30	Civic Center O&M
88825	8/27/2014	PRIDE INDUSTRIES	CUSTODIAL SERVICES	1,950.86	Civic Center O&M
88732	8/20/2014	CUMMINS CAL PACIFIC LLC	GENERATOR MAINTENANCE	770.00	Civic Center O&M
88842	8/27/2014	WAXIE SANITARY SUPPLY	JANITORIAL SUPPLIES	688.75	Civic Center O&M
88842	8/27/2014	WAXIE SANITARY SUPPLY	JANITORIAL SUPPLIES	659.17	Civic Center O&M
88800	8/27/2014	EMERALD COAST PLANTSCAPES, INC	PLANT MAINTENANCE- JUL 2014	500.00	Civic Center O&M
88762	8/20/2014	SOUTHERN CALIFORNIA GAS CO	GAS SERVICE	391.58	Civic Center O&M
88762	8/20/2014	SOUTHERN CALIFORNIA GAS CO	GAS SERVICE	361.46	Civic Center O&M
88800	8/27/2014	EMERALD COAST PLANTSCAPES, INC	PLANT MAINTENANCE- JUL 2014	250.00	Civic Center O&M
88802	8/27/2014	G & F LIGHTING SUPPLY CO.	LIGHTING SUPPLIES	232.17	Civic Center O&M
88802	8/27/2014	G & F LIGHTING SUPPLY CO.	LIGHTING SUPPLIES	232.16	Civic Center O&M
88717	8/15/2014	US BANK	VISA- PROLIGHTING.COM	135.96	Civic Center O&M
88717	8/15/2014	US BANK	VISA- SUNBELT RENTALS	98.10	Civic Center O&M
88776	8/20/2014	WOOD GRAPHICS UNLIMITED INC.	KIOSK REPAIR	95.00	Civic Center O&M
88717	8/15/2014	US BANK	VISA- LOWES	56.91	Civic Center O&M
88717	8/15/2014	US BANK	VISA- HOME DEPOT	47.89	Civic Center O&M
88717	8/15/2014	US BANK	VISA- HOME DEPOT	23.65	Civic Center O&M
88717	8/15/2014	US BANK	VISA- BEST BUY	13.43	Civic Center O&M
88717	8/15/2014	US BANK	VISA- BEST BUY	13.43	Civic Center O&M
88717	8/15/2014	US BANK	VISA- LESLIE'S POOL SUPPLY	10.31	Civic Center O&M
88717	8/15/2014	US BANK	VISA- MAIL SHOPPE	10.00	Civic Center O&M
88717	8/15/2014	US BANK	VISA- LESLIE'S POOL SUPPLY	6.88	Civic Center O&M
<b>Total Amount for 24 Line Item(s) from Civic Center O&amp;M</b>				<b>\$30,089.66</b>	
<b><u>Community Development</u></b>					
88829	8/27/2014	RINCON CONSULTANTS INC	ENVIRONMENTAL CONSULTING	13,481.70	Community Development
88724	8/20/2014	CALABASAS CREST LTD	R.A.P.- SEP 2014	5,712.00	Community Development



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Check No.	Check Date	Vendor Name	Check Description	Amount	Department
88733	8/20/2014	DAPEER, ROSENBLIT & LITVAK	LEGAL SERVICES	3,781.90	Community Development
88829	8/27/2014	RINCON CONSULTANTS INC	ENVIRONMENTAL CONSULTING	878.75	Community Development
88733	8/20/2014	DAPEER, ROSENBLIT & LITVAK	LEGAL SERVICES	296.46	Community Development
88731	8/20/2014	CROSBY/ GEORGE//	R.A.P.- SEP 2014	194.00	Community Development
88737	8/20/2014	FLEYSHMAN/ALBERT//	R.A.P.- SEP 2014	194.00	Community Development
88748	8/20/2014	MEDVETSKY/LINA//	R.A.P.- SEP 2014	194.00	Community Development
88740	8/20/2014	HENDERSON/LYN//	R.A.P.- SEP 2014	194.00	Community Development
88760	8/20/2014	SHAHIR/RAHIM//	R.A.P.- SEP 2014	194.00	Community Development
88777	8/20/2014	YAZDINIAN/SUSAN//	R.A.P.- SEP 2014	194.00	Community Development
88749	8/20/2014	MILES/AUDREY//	R.A.P.- SEP 2014	194.00	Community Development
88840	8/27/2014	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	161.52	Community Development
88717	8/15/2014	US BANK	VISA- WALMART	85.80	Community Development
88717	8/15/2014	US BANK	VISA- CA IAP	60.00	Community Development
<b>Total Amount for 15 Line Item(s) from Community Development</b>				<b>\$25,816.13</b>	

## Community Services

88747	8/20/2014	LAS VIRGENES UNIFIED SCHOOL	JOINT USE AGREEMENT-AEW	22,082.00	Community Services
88751	8/20/2014	NEW WEST SYMPHONY	PERFORMANCE- CONCERT	3,500.00	Community Services
88798	8/27/2014	DSR AUDIO	SOUND/POWER- CONCERT	2,500.00	Community Services
88718	8/20/2014	A RENTAL CONNECTION	EQUIPMENT RENTAL - CONCERT	2,499.36	Community Services
88834	8/27/2014	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	2,077.00	Community Services
88758	8/20/2014	S & S PORTABLE SERVICES	RESTROOMS- JULY 4TH	1,787.60	Community Services
88772	8/20/2014	VIEWPOINT EDUCATIONAL	GYM USAGE FEE	1,600.00	Community Services
88817	8/27/2014	MOVIES BY KIDS LLC	RECREATION INSTRUCTOR	1,297.50	Community Services
88734	8/20/2014	DEPARTMENT OF JUSTICE	STAFF FINGERPRINTING APPS	928.00	Community Services
88739	8/20/2014	GUDIS/MATT//	ENTERTAINMENT- PUMPKIN FEST	900.00	Community Services
88770	8/20/2014	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- SCHL	892.83	Community Services
88717	8/15/2014	US BANK	VISA- CALABASAS SELF STORAGE	658.00	Community Services
88761	8/20/2014	SHOEMAKER/BONNIE//	RECREATION INSTRUCTOR	638.40	Community Services
88717	8/15/2014	US BANK	VISA- JB'S BBQ	594.00	Community Services
88717	8/15/2014	US BANK	VISA- COSTCO	493.35	Community Services
88774	8/20/2014	WEINSTOCK/ARLENE//	RECREATION INSTRUCTOR	470.40	Community Services
88840	8/27/2014	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	398.16	Community Services
88717	8/15/2014	US BANK	VISA- WOODRANCH BBQ	383.14	Community Services
88717	8/15/2014	US BANK	VISA- SIGNS & SHAPES	350.00	Community Services
88831	8/27/2014	S & S PORTABLE SERVICES	RESTROOMS- CONCERT	343.35	Community Services



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88717	8/15/2014	US BANK	VISA- HOME DEPOT	340.36	Community Services
88717	8/15/2014	US BANK	VISA- 7 ELEVEN	330.02	Community Services
88717	8/15/2014	US BANK	VISA- BARCO PRODUCTS	316.54	Community Services
88783	8/27/2014	ACUITY SPECIALTY PRODUCTS, INC	JANITORIAL SUPPLIES	292.40	Community Services
88734	8/20/2014	DEPARTMENT OF JUSTICE	STAFF FINGERPRINTING APPS	288.00	Community Services
88793	8/27/2014	CINTAS FIRST AID & SAFETY	KITCHEN INSPECTION	265.42	Community Services
88781	8/27/2014	ABSOLUTE PACKAGING SUPPLY INC	FACILITY MAINTENANCE SUPPLIES	253.53	Community Services
88786	8/27/2014	AT&T	TELEPHONE SERVICE	244.83	Community Services
88717	8/15/2014	US BANK	VISA- SMART & FINAL	180.80	Community Services
88783	8/27/2014	ACUITY SPECIALTY PRODUCTS, INC	JANITORIAL SUPPLIES	172.52	Community Services
88717	8/15/2014	US BANK	VISA- DIY HOME CENTER	118.04	Community Services
88717	8/15/2014	US BANK	VISA- BARONES PIZZERIA	106.78	Community Services
88717	8/15/2014	US BANK	VISA- RALPHS	102.73	Community Services
88717	8/15/2014	US BANK	VISA- ARCTIC GLACIER	95.92	Community Services
88783	8/27/2014	ACUITY SPECIALTY PRODUCTS, INC	JANITORIAL SUPPLIES	93.26	Community Services
88717	8/15/2014	US BANK	VISA- ITALIA DELI	89.99	Community Services
88717	8/15/2014	US BANK	VISA- PARTY CITY	88.77	Community Services
88768	8/20/2014	UNITED SITE SERVICES OF CA INC	PORTABLE TOILET RENTAL	86.82	Community Services
88756	8/20/2014	PORT-A-STOR INC.	STORAGE - LUPIN HILL	85.00	Community Services
88756	8/20/2014	PORT-A-STOR INC.	STORAGE - A E WRIGHT	85.00	Community Services
88794	8/27/2014	CITY OF LOS ANGELES	SENIOR PROGRAM- WATTS TOWERS	84.00	Community Services
88717	8/15/2014	US BANK	VISA- THE HABIT	80.22	Community Services
88786	8/27/2014	AT&T	TELEPHONE SERVICE	67.84	Community Services
88717	8/15/2014	US BANK	VISA- HOME DEPOT	63.70	Community Services
88717	8/15/2014	US BANK	VISA- RALPHS	61.94	Community Services
88717	8/15/2014	US BANK	VISA- AGOURA LOCK TECH	61.89	Community Services
88717	8/15/2014	US BANK	VISA- CALABASAS ARTS COUNCIL	52.24	Community Services
88717	8/15/2014	US BANK	VISA- PARTY CITY	50.13	Community Services
88717	8/15/2014	US BANK	VISA- TARGET	48.53	Community Services
88717	8/15/2014	US BANK	VISA- RALPHS	44.17	Community Services
88717	8/15/2014	US BANK	VISA- TARGET	40.93	Community Services
88786	8/27/2014	AT&T	TELEPHONE SERVICE	40.66	Community Services
88717	8/15/2014	US BANK	VISA- CONSTANT CONTACT	35.00	Community Services
88717	8/15/2014	US BANK	VISA- ALBERTSONS	31.48	Community Services
88717	8/15/2014	US BANK	VISA- STAPLES	27.19	Community Services
88717	8/15/2014	US BANK	VISA- FRANKLINS HARDWARE	22.35	Community Services
88717	8/15/2014	US BANK	VISA- CEDAR VALLEY PLUMBING	16.10	Community Services



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88833	8/27/2014	SO CA MUNI ATHLETIC FEDERATION	CLASS INSURANCE	10.50	Community Services
88717	8/15/2014	US BANK	VISA- FENCE FACTORY	10.23	Community Services
88717	8/15/2014	US BANK	VISA- RITE AID	7.83	Community Services
88717	8/15/2014	US BANK	VISA- CHEVRON	5.44	Community Services
88717	8/15/2014	US BANK	VISA- DOLLAR TREE	3.27	Community Services
88762	8/20/2014	SOUTHERN CALIFORNIA GAS CO	GAS SERVICE	1.09	Community Services
88717	8/15/2014	US BANK	VISA- CASA DEL HERRERO	-200.00	Community Services
<b>Total Amount for 64 Line Item(s) from Community Services</b>				<b>\$48,696.55</b>	
<b>Finance</b>					
88806	8/27/2014	HDL, COREN & CONE INC.	PROPERTY TAX SERVICES	1,250.00	Finance
88720	8/20/2014	ADP, INC	PAYROLL PROCESSING	1,014.78	Finance
88720	8/20/2014	ADP, INC	PAYROLL PROCESSING	52.55	Finance
<b>Total Amount for 3 Line Item(s) from Finance</b>				<b>\$2,317.33</b>	
<b>Klubhouse Preschool</b>					
88717	8/15/2014	US BANK	VISA- COASTAL MEDIA GRP	2,125.00	Klubhouse Preschool
88717	8/15/2014	US BANK	VISA- ORIENTAL TRADING CO	1,898.12	Klubhouse Preschool
88773	8/20/2014	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	1,058.82	Klubhouse Preschool
88717	8/15/2014	US BANK	VISA- STONEFIRE GRILL	991.78	Klubhouse Preschool
88717	8/15/2014	US BANK	VISA- DISCOUNT SCHOOL SUPPLY	837.47	Klubhouse Preschool
88717	8/15/2014	US BANK	VISA- SMART & FINAL	830.60	Klubhouse Preschool
88717	8/15/2014	US BANK	VISA- HOME DEPOT	627.55	Klubhouse Preschool
88773	8/20/2014	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	549.82	Klubhouse Preschool
88717	8/15/2014	US BANK	VISA- CASTLE PARK	244.00	Klubhouse Preschool
88717	8/15/2014	US BANK	VISA- AMF WOODLAKE	220.83	Klubhouse Preschool
88807	8/27/2014	HOUSE SANITARY SUPPLY, INC.	JANITORIAL SUPPLIES	199.13	Klubhouse Preschool
88717	8/15/2014	US BANK	VISA- SKIRBALL CULTURAL CTR	192.50	Klubhouse Preschool
88717	8/15/2014	US BANK	VISA- NASCO MAIL ORDER	189.50	Klubhouse Preschool
88786	8/27/2014	AT&T	TELEPHONE SERVICE	158.30	Klubhouse Preschool
88717	8/15/2014	US BANK	VISA- AGOURA LOCK TECH	119.01	Klubhouse Preschool
88719	8/20/2014	ACORN NEWSPAPER	PRESCHOOL ADVERTISING	75.00	Klubhouse Preschool
88719	8/20/2014	ACORN NEWSPAPER	PRESCHOOL ADVERTISING	75.00	Klubhouse Preschool
88717	8/15/2014	US BANK	VISA- VONS	49.01	Klubhouse Preschool
88717	8/15/2014	US BANK	VISA- S&S WORLDWIDE	47.98	Klubhouse Preschool



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88717	8/15/2014	US BANK	VISA- RALPHS	42.55	Klubhouse Preschool
88717	8/15/2014	US BANK	VISA- CALIFORNIA SCIENCE CTR	31.00	Klubhouse Preschool
88717	8/15/2014	US BANK	VISA- CALIFORNIA SCIENCE CTR	25.00	Klubhouse Preschool
88717	8/15/2014	US BANK	VISA- WALMART	15.17	Klubhouse Preschool
88717	8/15/2014	US BANK	VISA- WALMART	10.75	Klubhouse Preschool
<b>Total Amount for 24 Line Item(s) from Klubhouse Preschool</b>				<b>\$10,613.89</b>	

## Library

88757	8/20/2014	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- AUG 14	924.23	Library
88779	8/27/2014	3M	E-BOOKS	788.19	Library
88828	8/27/2014	RESEARCH TECHNOLOGY	DISC REPAIR WARRANTY	520.00	Library
88808	8/27/2014	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	519.43	Library
88827	8/27/2014	RECORDED BOOKS, LLC	E-BOOKS	463.89	Library
88797	8/27/2014	DEMCO, INC.	LIBRARY SUPPLIES	413.30	Library
88837	8/27/2014	TIME WARNER CABLE	CABLE MODEM- LIBRARY	290.00	Library
88827	8/27/2014	RECORDED BOOKS, LLC	E-BOOKS	281.61	Library
88827	8/27/2014	RECORDED BOOKS, LLC	E-BOOKS	245.60	Library
88827	8/27/2014	RECORDED BOOKS, LLC	BOOKS ON CD	228.60	Library
88826	8/27/2014	RANDOM HOUSE, INC.	BOOKS ON CD	224.98	Library
88816	8/27/2014	MIDWEST TAPE	DVD'S-LIBRARY	98.36	Library
88827	8/27/2014	RECORDED BOOKS, LLC	E-BOOKS	82.80	Library
88827	8/27/2014	RECORDED BOOKS, LLC	BOOKS ON CD	76.41	Library
88808	8/27/2014	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	68.57	Library
88808	8/27/2014	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	67.18	Library
88717	8/15/2014	US BANK	VISA- SMART & FINAL	65.92	Library
88717	8/15/2014	US BANK	VISA- USPS	63.24	Library
88779	8/27/2014	3M	E-BOOKS	59.04	Library
88808	8/27/2014	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	57.20	Library
88827	8/27/2014	RECORDED BOOKS, LLC	E-BOOKS	56.00	Library
88816	8/27/2014	MIDWEST TAPE	DVD'S-LIBRARY	52.68	Library
88827	8/27/2014	RECORDED BOOKS, LLC	BOOKS ON CD	45.34	Library
88789	8/27/2014	BAKER & TAYLOR	BOOKS-LIBRARY	24.85	Library
88717	8/15/2014	US BANK	VISA- USPS	16.35	Library
88789	8/27/2014	BAKER & TAYLOR	BOOKS-LIBRARY	14.61	Library
88789	8/27/2014	BAKER & TAYLOR	BOOKS-LIBRARY	-18.75	Library



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<b>Total Amount for 27 Line Item(s) from Library</b>				<b>\$5,729.63</b>	
<b><u>LMD #22</u></b>					
88770	8/20/2014	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	12,235.08	LMD #22
88770	8/20/2014	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	11,733.42	LMD #22
88770	8/20/2014	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	5,759.64	LMD #22
88770	8/20/2014	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	4,735.92	LMD #22
88770	8/20/2014	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	4,480.83	LMD #22
88770	8/20/2014	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	3,911.17	LMD #22
88770	8/20/2014	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	3,758.08	LMD #22
88770	8/20/2014	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	2,873.83	LMD #22
88770	8/20/2014	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	2,227.67	LMD #22
88770	8/20/2014	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	2,184.00	LMD #22
88770	8/20/2014	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	2,087.50	LMD #22
88770	8/20/2014	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	1,784.50	LMD #22
88770	8/20/2014	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	1,204.40	LMD #22
88770	8/20/2014	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	988.00	LMD #22
88770	8/20/2014	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	749.00	LMD #22
88834	8/27/2014	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	584.15	LMD #22
88834	8/27/2014	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	555.18	LMD #22
88770	8/20/2014	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	550.00	LMD #22
88770	8/20/2014	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	528.00	LMD #22
88834	8/27/2014	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	485.24	LMD #22
88788	8/27/2014	AZTECA LANDSCAPE	LANDSCAPE MAINTENANCE	429.98	LMD #22
88834	8/27/2014	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	244.96	LMD #22
88757	8/20/2014	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- AUG 14	126.35	LMD #22
88770	8/20/2014	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	90.00	LMD #22
88834	8/27/2014	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	82.35	LMD #22
88834	8/27/2014	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	75.02	LMD #22
88834	8/27/2014	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	49.62	LMD #22
<b>Total Amount for 27 Line Item(s) from LMD #22</b>				<b>\$64,513.89</b>	
<b><u>LMD #24</u></b>					
88838	8/27/2014	VANDERGEEST LANDSCAPE CARE INC	LANDSCAPE MAINTENANCE	4,753.24	LMD #24
88769	8/20/2014	VANDERGEEST LANDSCAPE CARE INC	LANDSCAPE MAINTENANCE	2,040.00	LMD #24





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88838	8/27/2014	VANDERGEEST LANDSCAPE CARE INC	LANDSCAPE MAINTENANCE	1,440.00	LMD #24
88838	8/27/2014	VANDERGEEST LANDSCAPE CARE INC	LANDSCAPE MAINTENANCE	970.00	LMD #24
88769	8/20/2014	VANDERGEEST LANDSCAPE CARE INC	LANDSCAPE MAINTENANCE	576.00	LMD #24
88834	8/27/2014	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	112.54	LMD #24
88757	8/20/2014	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- AUG 14	9.03	LMD #24
<b>Total Amount for 7 Line Item(s) from LMD #24</b>				<b>\$9,900.81</b>	
<b><u>LMD #27</u></b>					
88838	8/27/2014	VANDERGEEST LANDSCAPE CARE INC	LANDSCAPE MAINTENANCE	1,440.00	LMD #27
88769	8/20/2014	VANDERGEEST LANDSCAPE CARE INC	LANDSCAPE MAINTENANCE	1,380.00	LMD #27
88838	8/27/2014	VANDERGEEST LANDSCAPE CARE INC	LANDSCAPE MAINTENANCE	1,089.14	LMD #27
88769	8/20/2014	VANDERGEEST LANDSCAPE CARE INC	LANDSCAPE MAINTENANCE	750.00	LMD #27
88834	8/27/2014	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	25.39	LMD #27
88757	8/20/2014	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- AUG 14	2.26	LMD #27
<b>Total Amount for 6 Line Item(s) from LMD #27</b>				<b>\$4,686.79</b>	
<b><u>LMD #32</u></b>					
88838	8/27/2014	VANDERGEEST LANDSCAPE CARE INC	LANDSCAPE MAINTENANCE	1,800.71	LMD #32
88838	8/27/2014	VANDERGEEST LANDSCAPE CARE INC	LANDSCAPE MAINTENANCE	360.00	LMD #32
88834	8/27/2014	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	25.00	LMD #32
88757	8/20/2014	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- AUG 14	2.26	LMD #32
<b>Total Amount for 4 Line Item(s) from LMD #32</b>				<b>\$2,187.97</b>	
<b><u>LMD 22 - Common Benefit Area</u></b>					
88815	8/27/2014	MARINE BIOCHEMISTS OF CA INC	LAKE MAINTENANCE	11,500.00	LMD 22 - Common Benefit Area
88770	8/20/2014	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	9,361.25	LMD 22 - Common Benefit Area
88770	8/20/2014	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	5,552.17	LMD 22 - Common Benefit Area
88770	8/20/2014	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	3,007.32	LMD 22 - Common Benefit Area
88770	8/20/2014	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	2,355.39	LMD 22 - Common Benefit Area
88834	8/27/2014	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	2,163.09	LMD 22 - Common Benefit Area
88770	8/20/2014	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	1,821.98	LMD 22 - Common Benefit Area
88770	8/20/2014	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	1,253.12	LMD 22 - Common Benefit Area
88770	8/20/2014	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	677.45	LMD 22 - Common Benefit Area
88834	8/27/2014	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	507.32	LMD 22 - Common Benefit Area



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88742	8/20/2014	INNOVATIVE ELECTRIC INC	ELECTRICAL REPAIR	382.58	LMD 22 - Common Benefit Area
88834	8/27/2014	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	196.14	LMD 22 - Common Benefit Area
88757	8/20/2014	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- AUG 14	85.74	LMD 22 - Common Benefit Area
<b>Total Amount for 13 Line Item(s) from LMD 22 - Common Benefit Area</b>				<b>\$38,863.55</b>	

## Media Operations

88717	8/15/2014	US BANK	VISA- B&H PHOTO	7,587.03	Media Operations
88771	8/20/2014	VERIZON WIRELESS	TELEPHONE SERVICE	2,343.97	Media Operations
88752	8/20/2014	NICKERSON/LAURA//	CTV HOST SERVICES	1,275.00	Media Operations
88717	8/15/2014	US BANK	VISA- AMAZON.COM	872.07	Media Operations
88805	8/27/2014	GRANICUS INC.	WEB ARCHIVING SERVICE	750.00	Media Operations
88824	8/27/2014	PEREIRA/PABLO//	CTV HOST-SPOTLIGHT CALABASAS	500.00	Media Operations
88717	8/15/2014	US BANK	VISA- NATOA	495.00	Media Operations
88809	8/27/2014	KEY INFORMATION SYSTEMS, INC.	T-1 LINE MONTHLY FEE	484.53	Media Operations
88717	8/15/2014	US BANK	VISA- LYNDA.COM	375.00	Media Operations
88764	8/20/2014	TIME WARNER CABLE	CABLE MODEM- CITY HALL	375.00	Media Operations
88717	8/15/2014	US BANK	VISA- MISAC	240.00	Media Operations
88717	8/15/2014	US BANK	VISA- AMAZON.COM	154.54	Media Operations
88717	8/15/2014	US BANK	VISA- PONG RESEARCH	150.63	Media Operations
88809	8/27/2014	KEY INFORMATION SYSTEMS, INC.	INSURANCE RENEWAL T-1LINE	100.00	Media Operations
88766	8/20/2014	TRIBUNE MEDIA SERVICES	CTV GUIDE LISTING	88.66	Media Operations
88719	8/20/2014	ACORN NEWSPAPER	CTV ADVERTISING	60.00	Media Operations
88719	8/20/2014	ACORN NEWSPAPER	CTV ADVERTISING	60.00	Media Operations
88719	8/20/2014	ACORN NEWSPAPER	CTV ADVERTISING	60.00	Media Operations
88719	8/20/2014	ACORN NEWSPAPER	CTV ADVERTISING	60.00	Media Operations
88719	8/20/2014	ACORN NEWSPAPER	CTV ADVERTISING	60.00	Media Operations
88719	8/20/2014	ACORN NEWSPAPER	CTV ADVERTISING	60.00	Media Operations
88717	8/15/2014	US BANK	VISA- GOTOMYPC.COM	50.85	Media Operations
88787	8/27/2014	AT&T MOBILITY	TELEPHONE SERVICE	46.27	Media Operations
88717	8/15/2014	US BANK	VISA- ADOBE SYSTEMS	29.99	Media Operations
88717	8/15/2014	US BANK	VISA- APPLE ONLINE	29.99	Media Operations
88717	8/15/2014	US BANK	VISA- UNION EXPRESS	22.38	Media Operations
88717	8/15/2014	US BANK	VISA- AOL SERVICE	20.99	Media Operations
<b>Total Amount for 26 Line Item(s) from Media Operations</b>				<b>\$16,291.90</b>	

## Non-Departmental



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88743	8/20/2014	IRON MOUNTAIN	STORAGE SERVICES	3,759.76	Non-Departmental
88754	8/20/2014	PMC	HOUSING REHAB SERVICES	2,992.50	Non-Departmental
88750	8/20/2014	NEOFUNDS BY NEOPOST	POSTAGE	2,000.00	Non-Departmental
88717	8/15/2014	US BANK	VISA- STORAGE ETC	1,925.00	Non-Departmental
88773	8/20/2014	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	1,295.92	Non-Departmental
88818	8/27/2014	MS CONSTRUCTION	CDBG RES REHAB- KERN	994.00	Non-Departmental
88717	8/15/2014	US BANK	VISA- COSTCO	651.92	Non-Departmental
88791	8/27/2014	CANON BUSINESS SOLUTIONS, INC.	COPIER SVC PROGRAM- GQM11196	506.92	Non-Departmental
88725	8/20/2014	CANON BUSINESS SOLUTIONS, INC.	COPIER SVC PROGRAM- TQH05599	330.00	Non-Departmental
88717	8/15/2014	US BANK	VISA- COFFEE WHOLESALE USA	267.63	Non-Departmental
88725	8/20/2014	CANON BUSINESS SOLUTIONS, INC.	COPIER MAINTENANCE SUPPLIES	219.60	Non-Departmental
88840	8/27/2014	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	210.77	Non-Departmental
88795	8/27/2014	COUNTY OF LOS ANGELES	PROPERTY RESEARCH FEE	200.00	Non-Departmental
88730	8/20/2014	CR PRINT	BUSINESS CARDS	123.17	Non-Departmental
88717	8/15/2014	US BANK	VISA- KEURIG	121.41	Non-Departmental
88725	8/20/2014	CANON BUSINESS SOLUTIONS, INC.	COPIER SVC PROGRAM- GPQ10817	89.76	Non-Departmental
88717	8/15/2014	US BANK	VISA- AMAZON.COM	41.97	Non-Departmental
88729	8/20/2014	CONEJO AWARDS	NAME BADGES	27.95	Non-Departmental
88736	8/20/2014	FEDERAL EXPRESS CORP.	COURIER SERVICE	13.15	Non-Departmental
88736	8/20/2014	FEDERAL EXPRESS CORP.	COURIER SERVICE	13.02	Non-Departmental

**Total Amount for 20 Line Item(s) from Non-Departmental**

**\$15,784.45**

## Payroll

88757	8/20/2014	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- AUG 14	9,272.15	Payroll
88821	8/27/2014	P&A ADMINISTRATIVE SVCS INC	FSA MONTHLY ADMIN FEE- AUG 14	72.00	Payroll
88821	8/27/2014	P&A ADMINISTRATIVE SVCS INC	FSA MONTHLY ADMIN FEE- SEP 14	72.00	Payroll

**Total Amount for 3 Line Item(s) from Payroll**

**\$9,416.15**

## Police / Fire / Safety

88745	8/20/2014	L.A. CO. SHERIFF'S DEPT.	SHERIFF SVCS- JUL 2014	335,262.80	Police / Fire / Safety
88745	8/20/2014	L.A. CO. SHERIFF'S DEPT.	SHERIFF SVCS- JUL 2014	14,512.49	Police / Fire / Safety
88744	8/20/2014	L.A. CO. DEPT. OF ANIMAL CARE	ANIMAL HOUSING SVCS- JUL 2014	4,271.42	Police / Fire / Safety

**Total Amount for 3 Line Item(s) from Police / Fire / Safety**

**\$354,046.71**



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<b>Public Safety &amp; Emergency Preparedness</b>					
88717	8/15/2014	US BANK	VISA- SUPER MEDIA STORE	1,933.40	Public Safety & Emergency Preparedness
88717	8/15/2014	US BANK	VISA- U-HAUL	249.01	Public Safety & Emergency Preparedness
88717	8/15/2014	US BANK	VISA- COMARK DISTRIBUTING	189.49	Public Safety & Emergency Preparedness
88813	8/27/2014	LARSON/DEBBIE//	REIMBURSE CERT MEETING	58.03	Public Safety & Emergency Preparedness
88717	8/15/2014	US BANK	VISA- CHEVRON	10.00	Public Safety & Emergency Preparedness
<b>Total Amount for 5 Line Item(s) from Public Safety &amp; Emergency Preparedness</b>				<b>\$2,439.93</b>	
<b>Public Works</b>					
88839	8/27/2014	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- SMART	229,897.86	Public Works
88839	8/27/2014	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- PARKS	15,388.94	Public Works
88838	8/27/2014	VANDERGEEST LANDSCAPE CARE INC	LANDSCAPE MAINTENANCE	7,307.96	Public Works
88727	8/20/2014	CLEANSTREET INC	MONTHLY SVC - STREET SWEEPING	6,727.78	Public Works
88735	8/20/2014	DLT SOLUTIONS, LLC	AUTOCAD SOFTWARE LICENSE	5,202.22	Public Works
88820	8/27/2014	ORTIZ/JOEL//	CONSULTING SERVICES	1,120.00	Public Works
88770	8/20/2014	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- PARKS	440.00	Public Works
88770	8/20/2014	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- PARKS	437.50	Public Works
88770	8/20/2014	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- PARKS	437.50	Public Works
88838	8/27/2014	VANDERGEEST LANDSCAPE CARE INC	LANDSCAPE MAINTENANCE	360.00	Public Works
88717	8/15/2014	US BANK	VISA- HOME DEPOT	351.08	Public Works
88717	8/15/2014	US BANK	VISA- LANDSEND	339.00	Public Works
88819	8/27/2014	NEWBURY PARK TREE SERVICE INC	TREE TRIMMING/REMOVAL SERVICE	270.00	Public Works
88717	8/15/2014	US BANK	VISA- AMAZON.COM	153.16	Public Works
88814	8/27/2014	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	149.76	Public Works
88840	8/27/2014	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	144.19	Public Works
88796	8/27/2014	COUNTY SANITATION DISTRICT	REFUSE FEES- JUL 2014	105.98	Public Works
88717	8/15/2014	US BANK	VISA- NOAH'S BAGELS	89.94	Public Works
88785	8/27/2014	ARC	COPY/PRINTING SERVICE	87.90	Public Works
88767	8/20/2014	UNDERGROUND SERVICE ALERT	MONTHLY MEMBERSHIP FEE	76.50	Public Works
88717	8/15/2014	US BANK	VISA- ALBERTSONS	46.40	Public Works
88773	8/20/2014	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	41.57	Public Works
88771	8/20/2014	VERIZON WIRELESS	TELEPHONE SERVICE	38.01	Public Works
88834	8/27/2014	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	26.45	Public Works
88717	8/15/2014	US BANK	VISA- ALBERTSONS	24.55	Public Works
88717	8/15/2014	US BANK	VISA- HARBOR FREIGHTS	16.11	Public Works



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<b>Total Amount for 26 Line Item(s) from Public Works</b>				<b>\$269,280.36</b>	
<b><u>Recoverable / Refund / Liability</u></b>					
88792	8/27/2014	CIGLIANO/GERALD//	REFUND PLANNING PERMIT	2,357.27	Recoverable / Refund / Liability
88830	8/27/2014	RUSSELL/ANDREW//	REFUND RECOVERABLE PROJECT	1,641.28	Recoverable / Refund / Liability
88780	8/27/2014	ABDOH/FERAIDON//	REFUND PLANNING PERMIT	377.00	Recoverable / Refund / Liability
88753	8/20/2014	P&A ADMINISTRATIVE SVCS INC	FSA-MEDICAL CARE REIMBURSEMENT	313.27	Recoverable / Refund / Liability
88799	8/27/2014	ECMC	WAGE GARNISHMENT- 8/22/14	273.54	Recoverable / Refund / Liability
88801	8/27/2014	FRANCHISE TAX BOARD	WAGE GARNISHMENT- 8/22/14	184.62	Recoverable / Refund / Liability
88755	8/20/2014	POGHOSYAN/SAHAK//	REFUND BUILDING PERMIT	150.88	Recoverable / Refund / Liability
88790	8/27/2014	BONVER/ORIT//	RECREATION REFUND	70.00	Recoverable / Refund / Liability
88804	8/27/2014	GORDON/SANDY//	RECREATION REFUND	50.00	Recoverable / Refund / Liability
88835	8/27/2014	STATE DISBURSMENT	WAGE GARNISHMENT- 8/22/14	46.15	Recoverable / Refund / Liability
88821	8/27/2014	P&A ADMINISTRATIVE SVCS INC	FSA-MEDICAL CARE REIMBURSEMENT	32.21	Recoverable / Refund / Liability
88792	8/27/2014	CIGLIANO/GERALD//	REFUND PLANNING PERMIT	6.00	Recoverable / Refund / Liability
88803	8/27/2014	GOLDSTEIN/ANNETTE//	BUS PASS REFUND	4.00	Recoverable / Refund / Liability
<b>Total Amount for 13 Line Item(s) from Recoverable / Refund / Liability</b>				<b>\$5,506.22</b>	
<b><u>Tennis &amp; Swim Center</u></b>					
88763	8/20/2014	TILE CITY & STONE	TILE REPLACEMENTS	8,998.48	Tennis & Swim Center
88823	8/27/2014	PEAK ADVENTURES	RECREATION INSTRUCTOR	6,588.75	Tennis & Swim Center
88834	8/27/2014	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	2,455.33	Tennis & Swim Center
88765	8/20/2014	TOP SEED TENNIS ACADEMY, INC.	RECREATION INSTRUCTOR	1,118.60	Tennis & Swim Center
88717	8/15/2014	US BANK	VISA- G&F LIGHTING	1,109.18	Tennis & Swim Center
88717	8/15/2014	US BANK	VISA- VIVA WHOLESAL	932.00	Tennis & Swim Center
88811	8/27/2014	L.A. CO. DEPT. OF HLTH SERVICE	PUBLIC POOL FEE	887.00	Tennis & Swim Center
88721	8/20/2014	ADVANCED EXERCISE EQUIP INC	FITNESS EQUIPMENT	842.92	Tennis & Swim Center
88717	8/15/2014	US BANK	VISA- NATIONAL GYM SUPPLY	794.01	Tennis & Swim Center
88717	8/15/2014	US BANK	VISA- PACIFIC APPLIANCE	685.71	Tennis & Swim Center
88841	8/27/2014	WATERLINE TECHNOLOGIES INC	POOL CHEMICALS	492.72	Tennis & Swim Center
88717	8/15/2014	US BANK	VISA- SMART & FINAL	489.74	Tennis & Swim Center
88841	8/27/2014	WATERLINE TECHNOLOGIES INC	POOL CHEMICALS	474.15	Tennis & Swim Center
88762	8/20/2014	SOUTHERN CALIFORNIA GAS CO	GAS SERVICE	454.14	Tennis & Swim Center
88778	8/20/2014	ZACHARATOS/GERASSIMOS T//	RECREATION INSTRUCTOR	451.50	Tennis & Swim Center
88717	8/15/2014	US BANK	VISA- OFFICE DEPOT	427.16	Tennis & Swim Center



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88738	8/20/2014	GAYLENE CASCIONE DANCE	RECREATION INSTRUCTOR	415.80	Tennis & Swim Center
88775	8/20/2014	WELTER/FRANCES//	RECREATION INSTRUCTOR	407.40	Tennis & Swim Center
88841	8/27/2014	WATERLINE TECHNOLOGIES INC	POOL CHEMICALS	376.16	Tennis & Swim Center
88717	8/15/2014	US BANK	VISA- SPORT CHALET	360.11	Tennis & Swim Center
88759	8/20/2014	SECURAL SECURITY CORP	SECURITY- CAMPOUT	336.00	Tennis & Swim Center
88717	8/15/2014	US BANK	VISA- SMART & FINAL	299.17	Tennis & Swim Center
88718	8/20/2014	A RENTAL CONNECTION	EQUIPMENT RENTAL- CAMPOUT	296.92	Tennis & Swim Center
88810	8/27/2014	KNORR SYSTEMS, INC.	POOL VACUUM PARTS	292.19	Tennis & Swim Center
88757	8/20/2014	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- AUG 14	287.81	Tennis & Swim Center
88810	8/27/2014	KNORR SYSTEMS, INC.	POOL VACUUM PARTS	277.55	Tennis & Swim Center
88717	8/15/2014	US BANK	VISA- HOME DEPOT	272.61	Tennis & Swim Center
88717	8/15/2014	US BANK	VISA- TARGET	265.63	Tennis & Swim Center
88717	8/15/2014	US BANK	VISA- PATTERSON MEDICAL	258.80	Tennis & Swim Center
88717	8/15/2014	US BANK	VISA- PATTERSON MEDICAL	251.72	Tennis & Swim Center
88717	8/15/2014	US BANK	VISA- CALABASAS PRINTING	228.90	Tennis & Swim Center
88841	8/27/2014	WATERLINE TECHNOLOGIES INC	POOL CHEMICALS	208.28	Tennis & Swim Center
88717	8/15/2014	US BANK	VISA- LALALAND IMPORTS	198.38	Tennis & Swim Center
88717	8/15/2014	US BANK	VISA- CONEJO AWARDS	196.83	Tennis & Swim Center
88717	8/15/2014	US BANK	VISA- SIRUIS XM	185.50	Tennis & Swim Center
88726	8/20/2014	CASAS ORAMAS/JORGE//	FITNESS EQUIPMENT REPAIRS	183.09	Tennis & Swim Center
88717	8/15/2014	US BANK	VISA- FRANKLINS HARDWARE	154.26	Tennis & Swim Center
88717	8/15/2014	US BANK	VISA- ADOLPH KIEFER	149.88	Tennis & Swim Center
88757	8/20/2014	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- AUG 14	146.59	Tennis & Swim Center
88717	8/15/2014	US BANK	VISA- MICHAELS STORE	110.38	Tennis & Swim Center
88717	8/15/2014	US BANK	VISA- RALPHS	95.82	Tennis & Swim Center
88717	8/15/2014	US BANK	VISA- CONSTANT CONTACT	95.00	Tennis & Swim Center
88717	8/15/2014	US BANK	VISA- LESLIE'S POOL SUPPLY	94.18	Tennis & Swim Center
88717	8/15/2014	US BANK	VISA- SWIM OUTLET	83.37	Tennis & Swim Center
88717	8/15/2014	US BANK	VISA- SIRUIS XM	76.28	Tennis & Swim Center
88717	8/15/2014	US BANK	VISA- RALPHS	75.99	Tennis & Swim Center
88717	8/15/2014	US BANK	VISA- AT&T	70.00	Tennis & Swim Center
88717	8/15/2014	US BANK	VISA- KEISER CORP	49.42	Tennis & Swim Center
88717	8/15/2014	US BANK	VISA- HOME DEPOT	48.63	Tennis & Swim Center
88717	8/15/2014	US BANK	VISA- SHELL OIL	46.39	Tennis & Swim Center
88717	8/15/2014	US BANK	VISA- UPS STORE	34.85	Tennis & Swim Center
88717	8/15/2014	US BANK	VISA- VONS	28.26	Tennis & Swim Center
88717	8/15/2014	US BANK	VISA- RALPHS	28.10	Tennis & Swim Center



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88784	8/27/2014	AIRGAS- WEST	TC HELIUM	27.61	Tennis & Swim Center
88717	8/15/2014	US BANK	VISA- ORIENTAL TRADING CO	25.47	Tennis & Swim Center
88717	8/15/2014	US BANK	VISA- WALMART	24.94	Tennis & Swim Center
88784	8/27/2014	AIRGAS- WEST	TC HELIUM	24.20	Tennis & Swim Center
88717	8/15/2014	US BANK	VISA- OFFICE DEPOT	23.97	Tennis & Swim Center
88717	8/15/2014	US BANK	VISA- US RESEARCH & CHEMICAL	21.65	Tennis & Swim Center
88717	8/15/2014	US BANK	VISA- DOMINO'S	20.86	Tennis & Swim Center
88717	8/15/2014	US BANK	VISA- TARGET	20.24	Tennis & Swim Center
88717	8/15/2014	US BANK	VISA- SIRUIS XM	15.00	Tennis & Swim Center
88717	8/15/2014	US BANK	VISA- ALBERTSONS	11.97	Tennis & Swim Center
88717	8/15/2014	US BANK	VISA- RADIO SHACK	7.62	Tennis & Swim Center
<b>Total Amount for 64 Line Item(s) from Tennis &amp; Swim Center</b>				<b>\$34,411.17</b>	

## Transportation

88822	8/27/2014	PARSONS TRANSPORTATION GROUP	LOST HILLS INTERCHANGE	31,841.66	Transportation
88722	8/20/2014	AMERICAN HONDA FINANCE CORP	LEASE PAYMENT- SEP 2014	2,964.78	Transportation
88834	8/27/2014	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	2,003.03	Transportation
88717	8/15/2014	US BANK	VISA- HOME DEPOT	536.58	Transportation
88717	8/15/2014	US BANK	VISA- WOODLAND HILLS HONDA	259.96	Transportation
88717	8/15/2014	US BANK	VISA- EXXON MOBIL	250.00	Transportation
88717	8/15/2014	US BANK	VISA- CHEVRON	211.96	Transportation
88746	8/20/2014	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	190.17	Transportation
88812	8/27/2014	LA DWP	METER SERVICE - TRAFFIC LIGHT	133.49	Transportation
88717	8/15/2014	US BANK	VISA- EXXON MOBIL	124.12	Transportation
88717	8/15/2014	US BANK	VISA- AUTOZONE	123.61	Transportation
88832	8/27/2014	SAFEWAY SIGN COMPANY	TRAFFIC SIGNS	113.09	Transportation
88717	8/15/2014	US BANK	VISA- KBS INVESTMENTS	103.30	Transportation
88717	8/15/2014	US BANK	VISA- SHELL OIL	85.00	Transportation
88717	8/15/2014	US BANK	VISA- EXXON MOBIL	51.54	Transportation
88717	8/15/2014	US BANK	VISA- UNION 76	44.00	Transportation
88717	8/15/2014	US BANK	VISA- CHEVRON	42.11	Transportation
88717	8/15/2014	US BANK	VISA- UNION 76	41.18	Transportation
88717	8/15/2014	US BANK	VISA- RABI INC	34.34	Transportation
88717	8/15/2014	US BANK	VISA- SHELL OIL	33.50	Transportation
88717	8/15/2014	US BANK	VISA- EXXON MOBIL	31.15	Transportation
88717	8/15/2014	US BANK	VISA- EXXON MOBIL	24.00	Transportation



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88717	8/15/2014	US BANK	VISA- UNION 76	23.20	Transportation
88717	8/15/2014	US BANK	VISA- UNION 76	21.99	Transportation
88717	8/15/2014	US BANK	VISA- UNION 76	21.85	Transportation
88717	8/15/2014	US BANK	VISA- ARCHDIOCESE	18.00	Transportation
88717	8/15/2014	US BANK	VISA- UNION 76	17.99	Transportation
88717	8/15/2014	US BANK	VISA- UNION 76	17.99	Transportation
88717	8/15/2014	US BANK	VISA- CANOGA PARK	12.27	Transportation
88717	8/15/2014	US BANK	VISA- SHELL OIL	8.00	Transportation
<b>Total Amount for 30 Line Item(s) from Transportation</b>				<b>\$39,383.86</b>	
<b>GRAND TOTAL for 426 Line Items</b>				<b>\$1,013,903.56</b>	



## FUTURE AGENDA ITEMS

Department      Agenda Headings      Agenda Title/Future Agenda

**8-Oct**

CC	Presentation	Sheriff's crime report
CA	Consent	City Attorney contract
CC	Consent	Anti-bullying month resolution
CC	New Business	Prop 218 ballot process
CD	New Business	Wildlife corridors overview
CD	New Business	Mills Act Contract Fees
CD	New Business	Establish scanning and archiving fees for project files, plans and permits processed by the Public Works and Community Development Departments

**Future Items:**

CD	Consent	MOU with Calabasas Tech Center for the Las Virgenes Creek Trail
CC	New Business	Section 2.04 Muni Code Amendment - City Council Reorg date
CC	New Business	Muni Code Amendment - Commission Term Expiration date
CD	New Business	Solar panel permit fees
PW	New Business	Stormwater semi-annual quarterly update
PW	Update	Bicycle Master Plan update
CC	New Business	Noticing/public outreach Commission recommendations
CC	Presentation	Zev Yaroslavsky recognition
CD	New Business	Business registration program

**2014 CITY COUNCIL MEETING DATES**

Oct 22	Nov 26-Cancelled Thanksgiving Eve
Nov 12	Dec 10
	Dec 24-Cancelled Christmas Eve