



## CITY *of* CALABASAS

**CITY COUNCIL AGENDA  
REGULAR MEETING – WEDNESDAY, SEPTEMBER 14, 2016  
CITY HALL COUNCIL CHAMBERS  
100 CIVIC CENTER WAY, CALABASAS  
[www.cityofcalabasas.com](http://www.cityofcalabasas.com)**

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

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

1. Closed session: Conference with legal counsel-one case  
Calabasas vs. Hamai, et al  
L.A. Superior Court Case No. BS 157268

### **OPENING MATTERS – 7:00 P.M.**

Call to Order/Roll Call of Councilmembers  
Pledge of Allegiance by Girl Scout Troop 1786  
Approval of Agenda

### **ANNOUNCEMENTS/INTRODUCTIONS – 7:15 P.M.**

### **PRESENTATIONS – 7:30 P.M.**

- [Los Angeles Community Choice Aggregation/Energy](#)

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

## **CONSENT ITEMS – 7:50 P.M.**

1. Approval of meeting minutes from August 24, 2016
2. Recommendation to award a professional services agreement with an amount not to exceed \$3,396,545 to MV Public Transportation, Inc. as the City's transit service provider to operate Calabasas fixed-route services for the duration of five years subject to terms and conditions
3. Adoption of Resolution No. 2016-1530, requesting the Board of Supervisors of the Los Angeles County Flood Control District of the State of California to accept on behalf of said District the transfer and conveyance of the storm drain improvements know as Private Drain. No. 2452 in the City of Calabasas for future operation, maintenance, repair and improvement, and authorize the transfer and conveyance hereof

## **NEW BUSINESS – 8:00 P.M.**

4. Consideration of a refund request from applicant Jay Perlmutter for variance and public hearing notification fees in the amount of \$1,597.88
5. Update on the Calabasas Klubhouse Pre School Program
6. Consideration and discussion on City Council's position regarding Measure M
7. Introduction of Ordinance No. 2016-338 to repeal Title 13 Public Peace, Moral and Welfare of the Los Angeles County Code, as adopted by the City of Calabasas and addition of new Chapters to Title 9 of the Calabasas Municipal Code related to the Public Peace and Welfare, incorporating the text, as amended, of certain Chapters of Title 13 Public Peace and Welfare of the Los Angeles County Code
8. Introduction of Ordinance, No. 2016-336, adding Chapter 10.22 to Title 10 of the City's Municipal Code to include parking regulations for City-owned and City-operated off-street parking facilities
9. Introduction of Ordinance No. 2016-339, amending Calabasas Municipal Code Sections 1.14.010 and 1.04.020, changing the date of the General Municipal Election date from the first Tuesday after the First Monday in November of odd-numbered years to the first Tuesday after the first Monday in November of even numbered years beginning November 2018

**INFORMATIONAL REPORTS – 9:40 P.M.**

10. Check Register for the period of August 17-31, 2016

**TASK FORCE REPORTS – 9:45 P.M.**

**CITY MANAGER’S REPORT – 9:50 P.M.**

**FUTURE AGENDA ITEMS – 9:55 P.M.**

**ADJOURN – 10:00 P.M.**

The City Council will adjourn to their next regular meeting scheduled on Wednesday, September 28, 2016, at 7:00 p.m.

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# LOS ANGELES COMMUNITY CHOICE ENERGY

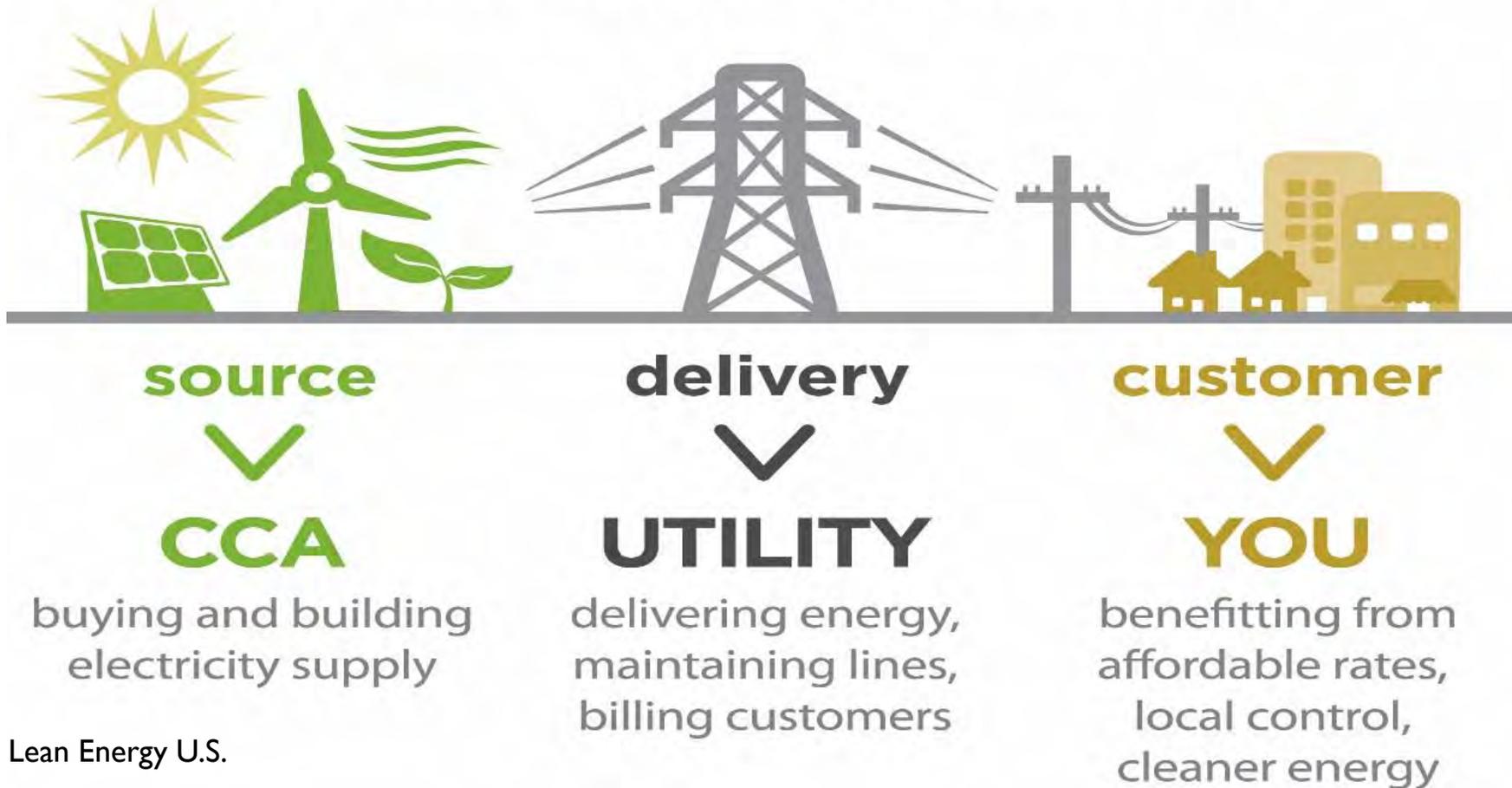
Presentation for Los Angeles County  
Board of Supervisors Offices and  
Eligible Cities

# PRESENTATION CONTENTS

- **CCA/CCE Background (Community Choice Aggregation/Energy)**
- **CCE Status in California**
- **LA County Community Choice Energy (LACCE) Business Plan Results**
- **LACCE Governance**
- **Next Steps**
- **Milestone Schedule**

# HOW LOCAL AGGREGATION WORKS\*

## How Local Energy Aggregation Works



\* Graphic from Lean Energy U.S.

# WHY DO COMMUNITY CHOICE ENERGY?

- **Local/Regional Decision Making in Energy Supply and Management**
  - More renewables in wholesale power supply
  - Retail rates and customer programs design
  - Local government or JPA governance
  
- **Lower Rates with More Renewables**
  - No shareholder incentives or corporate profits
  - Leaner organizations
  - Municipal financing

# WHY ARE CCEs VIABLE AND WORKING?

- **Large-Scale Renewable Prices are Dropping, approaching parity with other sources**
- **Local Renewable Power Project Prices are also Dropping**
- **IOUs are Holding Long-Term, Non-Renewable/Higher Price Renewable Power Contracts (see more under “Risks” – Stranded Costs)**
- **CCEs Status in California**
  - **IN OPERATION:** Marin Clean Energy, Sonoma Clean Power, San Francisco Clean Power, (City of) Lancaster Clean Energy
  - **PLANNED OPERATIONS:** Redwood Coast, Silicon Valley (Santa Clara County/various cities), City of San Jose, Central Coast (Monterey Bay area counties)
  - **UNDER STUDY:** Los Angeles County, Santa Barbara/Ventura/SLO Counties, Riverside/San Bernardino Counties, City of San Diego

# IMPACTS TO INVESTOR-OWNED UTILITY

- **No Revenue Impact to IOUs on Wholesale Power Procurement**
  - Procurement is a “pass-through” – no rate of return earned
  - IOUs remain as grid operator, billing entity, and customer service agent
  - CCEs pay IOUs for CCE billing and data transaction services
- **Industry Trends Suggest IOUs may be Grid Operators Only**
  - CCEs and retail choice making IOU wholesale supplier role “moot”
  - Distributed generation, battery storage, EVs – enhance grid operator role
  - CCEs can increase deployment of technologies and help with grid concerns

# CUSTOMERS AND LOAD IMPLEMENTATION

## Participation Schedule

Phase	Start	Eligibility*	Customer Accounts	Peak Load (MW)	Average Load MWa	LACCE Annual Revenues
Phase 1	January 2017	LA County Facilities within Unincorporated Area	1,728	40	20	\$25M
Phase 2	July 2017	All Customers in Unincorporated LA County	306,930	900	440	\$180M
Phase 3	To Be Determined	All Individual Cities	1,497,747	7,000	3,000	\$1,200M

7/4/2016

7

\* Cities may join Phases 1 & 2

# LACCE RATE OUTCOMES

## Indicative Rate Comparison in ¢/kWh

Rate Class	SCE Bundled Rate*	LACCE RPS Bundled Rate	LACCE 50% Green Bundled Rate	LACCE 100% Green Bundled Rate
Residential	17.1	16.2	16.4	18.2
GS-1	16.6	15.7	15.9	17.7
GS-2	15.8	15.0	15.2	16.9
GS-3	14.5	13.8	13.9	15.5
PA-2	12.6	12.0	12.1	13.4
PA-3	10.4	9.9	10.0	11.1
TOU-8 Secondary	13.1	12.4	12.6	14.0
TOU-8 Primary	11.7	11.1	11.2	12.5
TOU-8 Substation	7.5	7.1	7.2	8.0
<b>Total LACCE Rate Savings</b>		<b>5.4%</b>	<b>4.1%</b>	<b>(6.3%)</b>

7/4/2016

# ENVIRONMENTAL IMPACTS OF PHASE 2 LACCE OPERATIONS

	2017	2018	2019
Forecast Renewables (50% Renewables) MWh	1,438,275	1,459,854	1,459,854
Forecast Renewables (RPS) MWh	730,029	737,154	737,154
<b>Additional Green MWh (50%)</b>	<b>708,246</b>	<b>727,700</b>	<b>722,700</b>
Tons CO <sub>2</sub> Reduction – Efficient Gas-Fired Plants (Ph 2)	283,298	289,080	289,080
Tons CO <sub>2</sub> Reduction – Inefficient Gas Plants (Ph 2)	495,772	505,890	505,890

# OVERALL LACCE ENVIRONMENTAL IMPACTS PERSPECTIVE

LACCE GHG REDUCTIONS	LAC GHG Municipal Operations*	LA County Total GHG Electricity**	LA County Total GHGs***	CA Total GHGs****
500,000 Mtons (Ph 2, 50% green)	1,000,000	25,000,000	100,000,000	460,000,000
3,000,000 Mtons (Ph 3, 50% green)		12% reduction	3% reduction	
6,000,000 Mtons (Ph 3, 100%)		24% reduction	6% reduction	

County will provide cities with their individual GHG reduction impacts of LACCE

\* LA County Facilities GHGs Responsibility

\*\* Includes LADWP and Other Munis

\*\*\* Includes Transportation, Industrial Sources

\*\*\*\* In-State Electrical Production is 11% of Statewide GHGs

# ECONOMIC DEVELOPMENT IMPACTS

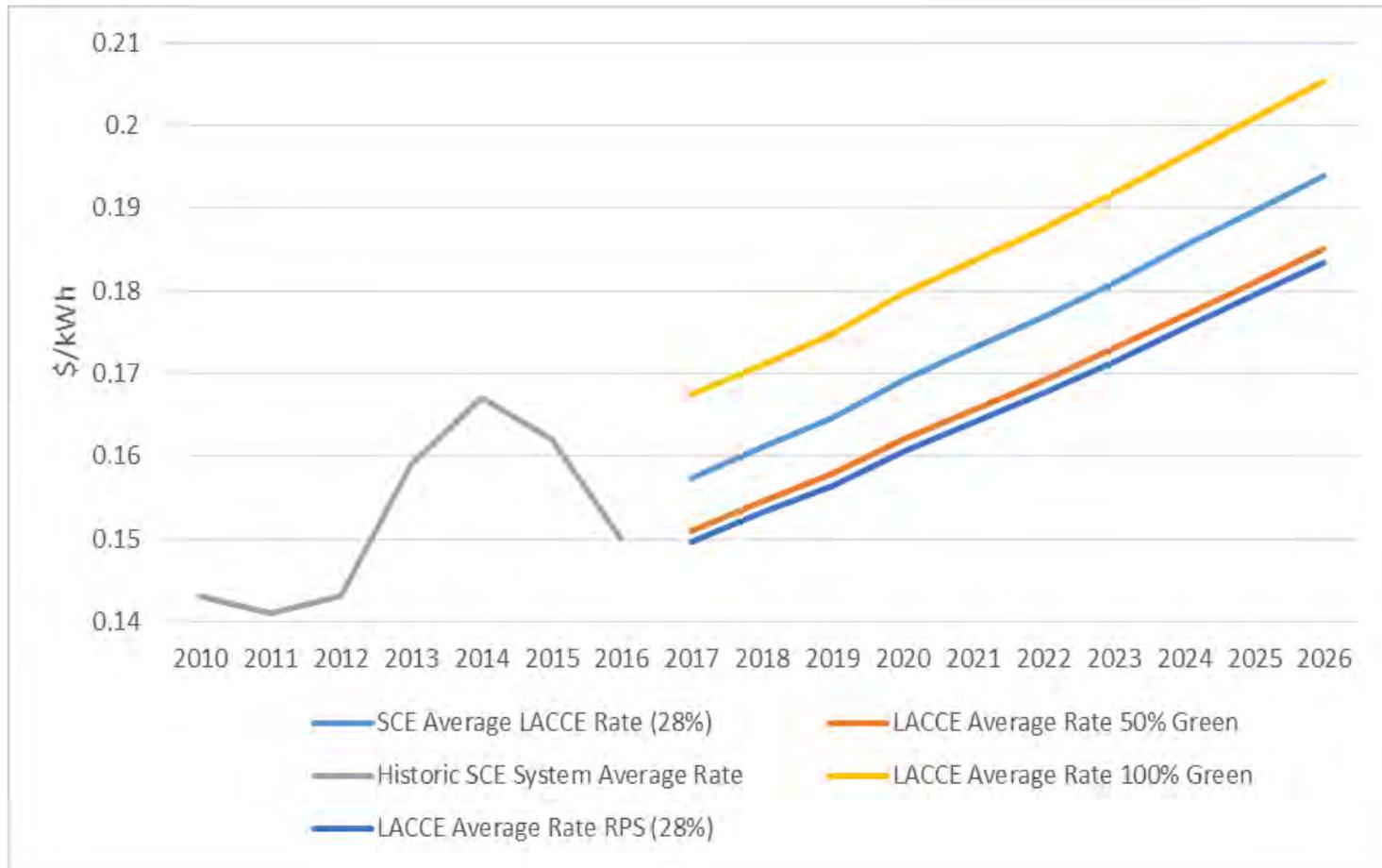
- **Total Electricity savings CCE vs. SCE**
  - At Phase 2 implementation, LACCE saves ratepayers about \$20 million/year
  - A \$20 million rate reduction creates 200 new jobs in the County
  - Phase 3 implementation could be 6-7 times larger
- **Conversion of Solar Use from Large-Scale (Desert) to Local Development**
  - Construction of one 50 MW solar project in County creates 700 jobs (construction, other services)
  - LACCE needs 200+ MW of solar projects in Phase 2 and 3,000+ MW of renewables at Phase 3.
  - DPW, DRP, COS and GIS developing local solar site prioritization, development map and permitting manual and local distributed generation potential

# RISKS AND RISKS EVALUATION

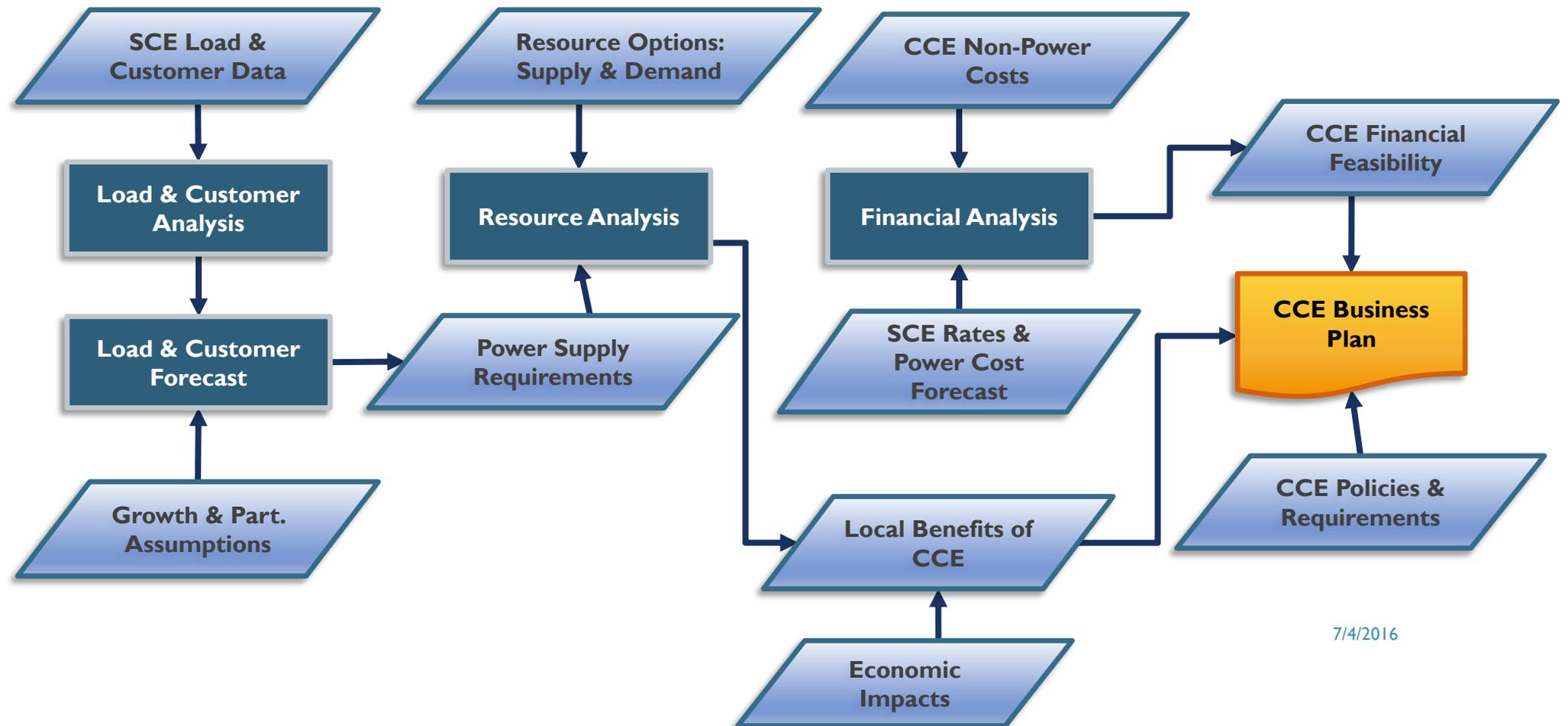
Risk of LACCE Rates > SCE	Risk Assessment/Mitigation Measures
<p><b>Power Supply Costs Increase</b></p> <ul style="list-style-type: none"> <li>LACCE Rates Rise Above SCE's Due to Power Market Price Rise</li> </ul>	<ul style="list-style-type: none"> <li>Market Prices Predicted to Stay Low</li> <li>Power Procured Thru Long-Term, Fixed Agreements</li> </ul>
<p><b>LACCE Customer Participation Rates or Consumption Reductions Decrease</b></p> <ul style="list-style-type: none"> <li>Loss of Customers Reduces Revenues</li> <li>Consumption Decreases Overall</li> </ul>	<ul style="list-style-type: none"> <li>Hire Professionals for Procurement and Hedging Strategies</li> <li>Conservative Business Plan Scenarios: 65% (Low) to 85% (Proposed)</li> </ul>
<p><b>SCE Rates Go Down</b></p>	<ul style="list-style-type: none"> <li>LACCE Initial Plan has Lower Price/More Green than SCE</li> <li>Consumption Decrease Impacts LACCE/SCE Equally</li> </ul>
<p><b>Regulatory Changes for CCEs</b></p> <ul style="list-style-type: none"> <li>Stranded Costs Increase (PCIA)</li> <li>Legislative/Regulatory Threats</li> </ul>	<ul style="list-style-type: none"> <li>SCE Does Not Forecast Their Rates to Go Down</li> <li>SCE Faces Major Infrastructure Cost; SCE says \$2B</li> <li>History Shows Continual Increase in Rates</li> <li>RPS Driving SCE Rates</li> </ul>
<p><b>Regulatory Changes for CCEs</b></p> <ul style="list-style-type: none"> <li>Stranded Costs Increase (PCIA)</li> <li>Legislative/Regulatory Threats</li> </ul>	<ul style="list-style-type: none"> <li>Maintain Legislative/Regulatory Awareness – CCAs' Joint Lobbying</li> <li>SCE's PCIA Goes Up if Market Prices Go Down (Not much room left)</li> <li>Possibility for LACCE to "Partner" with SCE</li> </ul>

7/4/2016

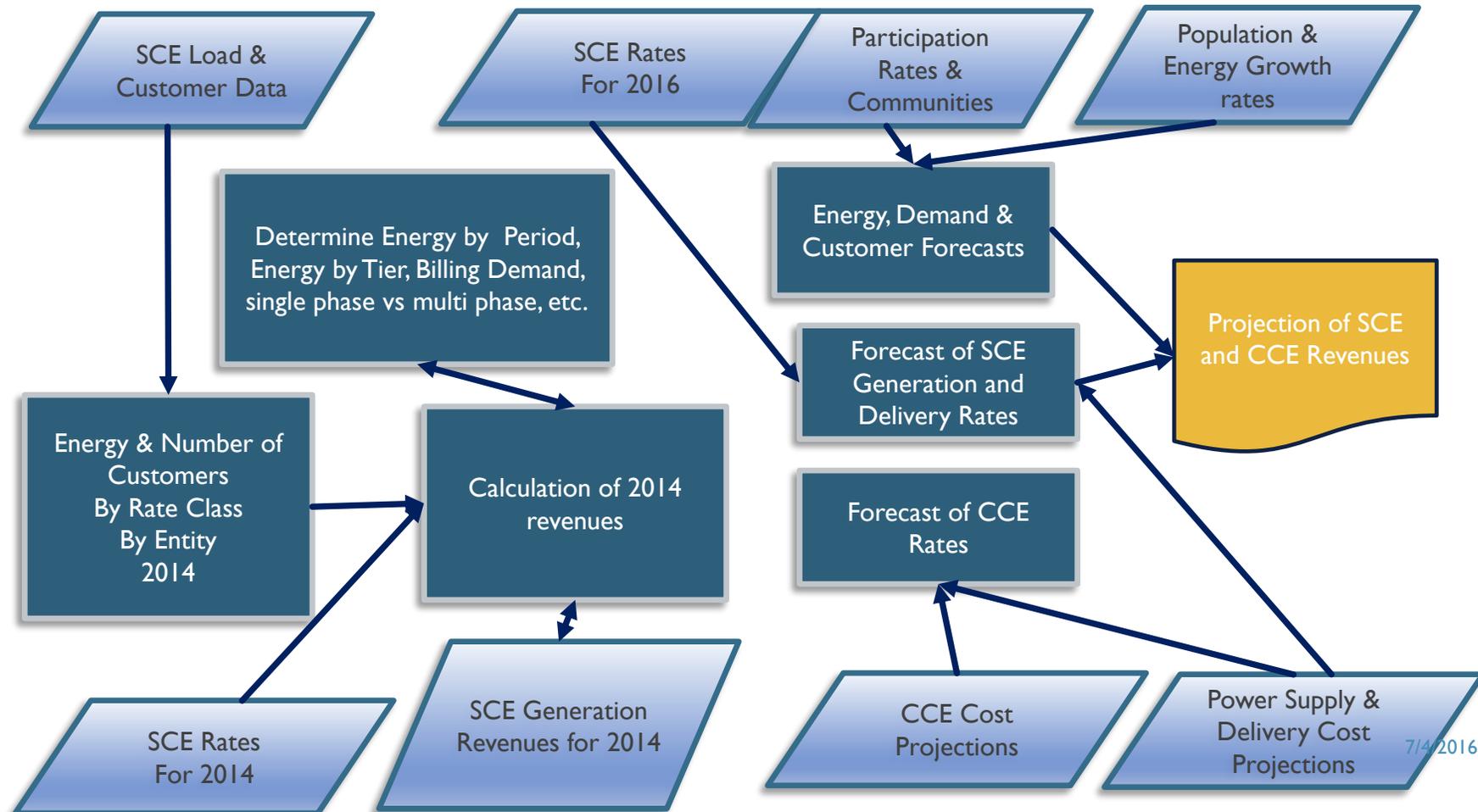
# LONG-TERM LACCE/SCE RATE FORECAST



# BUSINESS PLAN DEVELOPMENT METHODOLOGY



# LONG-TERM RATE FORECASTS METHODOLOGY



7/4/2016

# JOINT POWERS AUTHORITY GOVERNANCE

## General Governance Structure

- Executive Director and Staff Leadership
- Day-Day Governance by Executive Director and Advisory Committees (Operations, Fiscal, Legal/Regulatory)
- Each Member may, but is not required to, serve on each Advisory Committee
- JPA Debts, Liabilities, Obligations Stay With JPA and Do Not Transfer to Members

## Board of Directors Governance

- Administrative, Fiscal Oversight – Retain and Direct Executive Director
- Approve, Modify LACCE Policies
- Identify, Pursue Funding Sources – Maximize Utilization of Resources
- Oversee Committee Activities

# JOINT POWERS AUTHORITY GOVERNANCE (CONT'D)

## Composition of the Board – VOTING RIGHTS

- *TO BE DETERMINED*

# JOINT POWERS AUTHORITY GOVERNANCE (CONT'D)

## **Technical & Operations Committee**

- review and recommend to the Board operating policies and procedures
- ensure the System resources are used efficiently to meet the needs of all Members

## **Finance Committee**

- review and recommend to the Board fiscal year budget, financial policies/procedures around rates
- Review and recommend to the Board acquisition of program funding, financing

**Legislative/Regulatory Committee** – consider and advise Board on these matters

**Other Committees TBD by JPA**

# NEXT STEPS - START-UP AND INITIAL OPERATIONS

## ■ **Business Plan/Technical Study**

- Basis for seeking financing, conducting outreach to cities/stakeholders, acquiring regulatory approvals
- Send to BOS, cities for decision-making
- Additional technical analyses may be performed, separately

## ■ **JPA Governance**

- Final Governance document to be negotiated with BOS and interested cities
- Final Governance document to be sent to BOS and cities for authorization to join JPA

## NEXT STEPS – TECHNICAL TEAM (CONT'D)

### ■ **Assess Financing Options**

- ESSMA Energy Programs financial advisor available
- Conducts LACCE outreach to financial community
- Assists BOS and cities/stakeholders outreach
- Provides financing acquisition recommendations

### ■ **Technical Services Providers for Start-Up and Initial Operations**

- Technical consultants conduct Request for Qualifications, evaluates proposals, negotiate terms
- Technical consultants coordinate integration of LACCE with SCE and service providers

## NEXT STEPS – JPA FORMATION (CONT'D)

- **LACCE JPA Formation – JPA Actions**
  - JPA negotiates and executes Agreement with start-up and operations providers
  - JPA negotiates and executes Agreement with LACCE financial advisor
  - JPA executes Agreement(s) with LACCE financing partner
  - JPA implements organization plan
  - JPA coordinates with CPUC, SCE, and partners per LACCE schedule
  - JPA initiates LACCE operations
- **Board Authorizes ISD/COS to run LACCE Under Phase 1 if JPA Not Established**

# NEXT STEPS – POTENTIAL BOARD RECOMMENDATIONS (CONT'D)

## ■ LACCE Formation – Recommended Board Motion Actions

- Board authorizes County to join JPA
- Board adopts JPA Governance document, appoints Governing Board Members
- Board authorizes financial support for LACCE (or not)
- Board directs County accounts to execute multi-year agreement to be served by LACCE
- Board directs ISD to recommend how other energy programs transition to JPA control (SoCALREN, PACE)

## • LACCE Formation – Cities Actions

- Review Business Plan, JPA
- City Council Resolution to Join JPA
- Phase 1 Municipal Accounts – Obtain SCE “Corporate View” Report

# Los Angeles Community Choice Energy (LACCE)

## Phase 1 Summary Milestone Schedule

Task Name	2015			2016												2017			
	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	
Task Force Meetings	◆		◆		◆		◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	
Acquire SCE Data (three phases)		◆ Order	◆ 1st	◆ 2nd	◆ Final														
Business Plan				Draft ◆								◆ Final							
JPA Governing Documents											◆ Final								
Board Approves Ordinance/Resolution											◆ Authorization								
Implementation Plan/Statement of Intent											◆ Submit to CPUC								
JPA Formation														◆ Complete					
Marketing and Outreach																			
Negotiate Financing/Line of Credit																			
Energy Services/Data Management									◆ RFQ				◆ Contracts						
CPUC Certification and Launch Date Set														◆ Certification by CPUC					
Cities Opt-In for Municipal Buildings													◆ Deadline						
Negotiate Power Contracts														◆ Contracts					
Finalize Cost of Service and Rates															◆				
Execute SCE Service Agreement*													◆						
Integration with SCE																			
Initial Opt-Out Notices														1st ◆	2nd ◆				
Phase 1 Service Begins																		◆ Phase 1 Launch	
Final Opt-Out Notices																1st ◆	22 ◆	2nd ◆	

**MINUTES OF A REGULAR MEETING OF  
THE CITY COUNCIL OF THE CITY OF CALABASAS, CALIFORNIA  
HELD WEDNESDAY, AUGUST 24, 2016**

Mayor Bozajian called the Closed Session to order at 6:01 p.m. in the Council Conference Room, 100 Civic Center Way, Calabasas, CA.

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

**CLOSED SESSION**

1. Conference with Legal Counsel; Existing Litigation  
(Gov. Code § 54956.9(d)(1))

The City Council finds, based on advice from legal counsel, that discussion in open session will prejudice the position of the local agency in the litigation.

Name of Case: PERS v. City of Calabasas

The Council convened to Open Session in the Council Chambers at 7:01 p.m.

Mayor Bozajian reported that direction was provided to legal counsel regarding the Closed Session item.

**ROLL CALL**

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

Absent: None

Staff: Bartlett, Bingham, Coroalles, Fleishman, Hall, Hernandez, Jordan, Lockwood, Lysik, Rubin, Steller, Tamuri and Yalda.

**PLEDGE OF ALLEGIANCE**

Pledge of Allegiance was led by Boy Scouts Troop 642.

**APPROVAL OF AGENDA**

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

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

## **ANNOUNCEMENTS/INTRODUCTIONS**

- Adjourn in memory

Mayor Bozajian announced that the meeting would be adjourned in memory of Ruth Sherman, Councilmember Weintraub's grandmother and Commissioner Sherman's mother. He presented a certificate of adjournment to the family.

Members of the Council expressed condolences to the family.

## **PRESENTATIONS**

- To 2015 CIF Western Division Football Champion Calabasas High School Coyotes

Mayor Bozajian presented a certificate to Principal C.J. Foss, football players Jackson Despain, Zack Boyle, Jr., Bredan Riley-Hiles, Tristan Gebbia, and Coach, K.C. Clausen.

- By Las Virgenes - Malibu Council of Governments (COG) regarding Measure R

Mr. Dipple presented an update.

- Commemorative 25th Anniversary Library Cards to the City Council

Ms. Lockwood presented 25<sup>th</sup> anniversary commemorative Library cards to Councilmembers.

## **ANNOUNCEMENTS/INTRODUCTIONS**

Members of the Council made the following announcements:

Councilmember Gaines:

- Extended an invitation to the last summer concert on August 28.
- Extended an invitation to a Chamber mixer and a ribbon cutting ceremony on August 31 at Daisy Dukes.

Mayor pro Tem Maurer:

- Entries for the annual recycling calendar drawing contest are due on October 21.
- Mayor Bozajian will throw the first pitch at Calabasas Dodger night on September 6.
- Expressed appreciation to Senior Center staff for a very successful luau.

Councilmember Weintraub:

- Extended congratulations to the Leonis Adobe on their 50<sup>th</sup> anniversary celebration event.
- Expressed appreciation to the LVUSD and the City for working to alleviate traffic for school start times.

Councilmember Shapiro:

- Reiterated appreciation to the LVUSD and the City for modifying school start times and shuttle schedules.
- Reiterated appreciation to staff for the ice cream social and the luau at the Senior Center.
- Law Day is scheduled on September 23.
- A certificate is being presented in honor of Childhood Cancer Awareness Month to the Kevin Cordasco Foundation: Something Yellow.

Mayor Bozajian:

- Extended appreciation to staff for all the summer activities.

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

Cassidy Koch and Katie Romanovich spoke during public comment.

#### **CONSENT ITEMS**

1. Approval of meeting minutes from August 10, 2016
2. Adoption of Resolution No. 2016-1521, approving an amended Conflict of Interest Code for certain City departments, Commission and Boards pursuant to the Political Reform Act of 1974
3. Approval of Memorandum of Understanding with the County of Los Angeles Flood Control District for funding of Las Virgenes Creek Restoration Project – Phase II in the amount of \$645,200
4. Recommendation to approve a Professional Services Agreement for \$409,756 with Michael Baker International, Inc. for the Lost Hills Interchange/US 101 design support during construction and for the Community Development Block Grant Housing Rehabilitation Program Consulting

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

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

**NEW BUSINESS**

5. Discussion of City Ridgelines, associated Codes and Policies and direction to staff

Jay Perlmutter spoke on Item No. 5

**After extensive discussion, direction was provided to staff.**

The meeting recessed at 8:06 p.m.  
The meeting reconvened at 8:15 p.m.

6. Consideration of Senate Bill 415 (SB 415) requiring change in municipal election dates to statewide election dates, and options available. Direction to staff on the desired option

Ms. Hernandez presented the report.

Joanne and John Suwara spoke on Item No. 6.

**Direction was provided to staff.**

7. Discussion of resolution(s) before the League of California Cities (League) Annual Meeting on October 7, 2016

**Councilmember Gaines moved, seconded by Councilmember Weintraub directing Mayor Bozajian to vote accordingly after hearing the arguments for and against the Resolution. MOTION CARRIED 5/0 as follows:**

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

8. Presentation and discussion of the operating and capital budgets for July 1, 2016 through June 30, 2018

Dr. Lysik presented the budget.

**After extensive discussion, direction was provided to staff.**

The meeting recessed at 9:52 p.m.  
The meeting reconvened at 10:00 p.m.

## **INFORMATIONAL REPORTS**

9. Check Register for the period of August 2-11, 2016

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

## **TASK FORCE REPORTS**

Councilmember Gaines requested a Budget Taskforce meeting before the September 28 Council meeting.

## **CITY MANAGER'S REPORT**

Mr. Coroalles reported that a meeting is scheduled on August 25 with the City of Malibu to go over their emergency preparedness notification system.

## **FUTURE AGENDA ITEMS**

None.

## **ADJOURN**

The City Council adjourned at 11:06 p.m. in memory of Ruth Sherman to their next regular meeting scheduled on Wednesday, September 14, 2016, 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: AUGUST 31, 2016**

**TO: HONORABLE MAYOR AND COUNCILMEMBERS**

**FROM:  ROBERT YALDA P.E., T.E, PUBLIC WORKS DIRECTOR/CITY ENGINEER  
HALI AZIZ, E.I.T., ASSISTANT TRANSPORTATION PLANNER**

**SUBJECT: RECOMMENDATION TO AWARD A PROFESSIONAL SERVICE AGREEMENT WITH AN AMOUNT NOT TO EXCEED \$3,396,545 TO MV PUBLIC TRANSPORTATION, INC. AS THE CITY'S TRANSIT SERVICE PROVIDER TO OPERATE CALABASAS FIXED-ROUTE SERVICES FOR THE DURATION OF FIVE YEARS SUBJECT TO TERMS AND CONDITIONS.**

**MEETING DATE: SEPTEMBER 14, 2016**

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**SUMMARY RECOMMENDATION:**

Staff recommends that City Council award a Professional Services Agreement with an amount not to exceed \$3,396,545 to MV Public Transportation, Inc. as the City's Transit Service Provider to operate Calabasas Fixed-Route Services for the duration of five years subject to terms and conditions.

**DISCUSSION:**

The existing Professional Services Agreement between the City of Calabasas and MV Transportation, Inc. was set to expire on June 30, 2016. Through an approval granted by the City Council, the existing contract was extended through September 30, 2016. This extension allowed for a new contract to be awarded for the City's Transit Program/Services.

The City advertised a RFP (Request for Proposal) on April 07, 2016 for transit service providers and responses were submitted accordingly. Four competitive proposals were received from the service providers listed below:

- ❖ Ideal General Services
- ❖ West Coast Transportation
- ❖ MV Transportation
- ❖ RoadRunner Transportation

In order to select the lowest responsible proposer, a selection committee was formed to independently review and evaluate the submittals. The committee consisted of City staff and the current Traffic and Transportation Commission Chair. The committee also conducted an interview with a library employee, who is public transit dependent and a City resident, who was able to provide feedback on the current transit services.

During the first round of review, the selection committee determined that two of the four proposals were not selected for consideration using the evaluation criteria listed in the table below.

The selection committee interviewed the two remaining eligible providers on June 2, 2016. A summary of the preliminary evaluation prior to the interview is presented below.

	West Coast	MV
Organization and neatness of the proposal	✓	✓
Understanding the RFP	✓	✓
Strength and stability of the firm	✓	✓
Experience performing similar work	✓	✓
Experience operating fixed-route and peak-hour transit	X	✓
Incorporated technology	✓	✓
Training program	✓	✓
Bus cleaning program	✓	✓
Data collection requirement	✓	✓
Federal, State, and Local guidelines & requirements	✓	✓

The interviews were led by the Traffic and Transportation Commission Chair. The panel was interested in finding how each proposer would respond to questions, which it believes are crucial components for a successful transit service operation.

- ❖ Does the proposer offer to utilize technology to enhance the services and the users' experience?

- ❖ What is the project manager’s involvement level and how much of his/her time will be dedicated to this contract?
- ❖ What is the hiring and training process?
- ❖ What is the plan when a backup vehicle or a backup operator is needed?

Although both proposers were knowledgeable of the City’s needs and guaranteed to provide quality services for the City and its residents, MV was able to provide more satisfactory responses. MV offered to continue the same service uninterruptedly and enhance its quality. MV also offers to install GPS Tracking system on all the City’s transit vehicles. Currently the only vehicle servicing Line 1 uses a GPS Tracking system. The system provides users with up-to-date information regarding the vehicle location and the estimated arrival time to the nearest bus stop. In addition to the tracking system, MV has offered to install cameras on the vehicles monitoring the driver’s behavior, which would enhance the service quality and safety for both patrons and drivers. MV also confirmed the training schedule provided in the proposal and availability of a backup vehicle and operator within 15 minutes of a break-down.

The results of the evaluation of both proposals, review of services, direct expense billings, and the experience and overall knowledge of the City’s Transit Program were presented to the Traffic and Transportation Commission on July 26, 2016. The Traffic and Transportation Commission recommended entering into negotiations with MV Transportation. Staff has completed negotiations and the attached Professional Service Agreement (PSA) is provided for the City Council’s review and approval.

In order to obtain an amount not to exceed for this PSA, the staff estimated the cost of both operation and maintenance costs for the duration of five (5) years. The operational cost is estimated based on 13,100 hours of fleet operation, the cost of CNG fuel purchased by the contractor and the maintenance costs is an estimate of repair and maintenance of the fleet. The table below depicts the breakdown.

	<b>Hours</b>	<b>Gas</b>	<b>Tow and Repair</b>	<b>Contract Total</b>
<b>Quantity</b>	13,100	12500	-	
<b>Year 1</b>	\$ 38.937*	\$ 2.35**	\$ 62,893	
<b>Year 2</b>	\$ 40.341	\$ 3.00	\$ 69,182	
<b>Year 3</b>	\$ 43.206	\$ 3.10	\$ 76,101	
<b>Year 4</b>	\$ 45.846	\$ 3.30	\$ 83,711	
<b>Year 5</b>	\$ 47.277	\$ 3.30	\$ 92,082	
<b>5 Years Total</b>	<b>\$2,824,452</b>	<b>\$ 188,125</b>	<b>\$ 383,968</b>	<b>\$3,396,545</b>
* Hourly rate submitted by the Contractor ** Natural Gas Prices: Long Term Forecast to 2020 Source: <a href="https://knoema.com/ncszerf/natural-gas-prices-long-term-forecast-to-2020-data-and-charts">https://knoema.com/ncszerf/natural-gas-prices-long-term-forecast-to-2020-data-and-charts</a> *** Fiscal year 2015-2016 repair and maintenance cost				

**FISCAL IMPACT/SOURCE OF FUNDING**

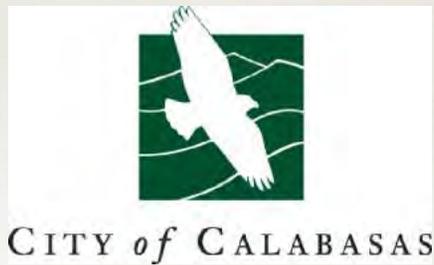
Public Transit Program is funded using Propositions A and C and Measure R Local Return funds.

**REQUESTED ACTION:**

Staff recommends that City Council award a Professional Services Agreement with an amount not to exceed \$3,396,545 to MV Public Transportation, Inc. as the City's Transit Service Provider to operate Calabasas Fixed-Route Services for the duration of five years subject to terms and conditions.

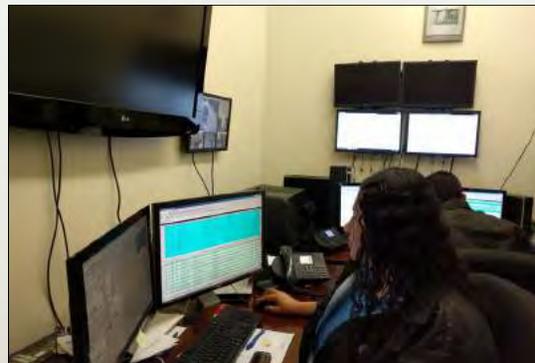
**ATTACHMENTS:**

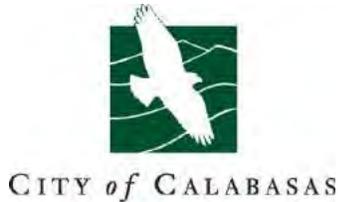
Attachment A: MV Public Transportation Proposal  
Attachment B: Professional Service Agreement



# City of Calabasas

*Request for Proposal for  
Public Transportation Services  
Statement of Qualifications  
Due: May 5, 2016*





*PROPOSAL TO*

# City of Calabasas

*FOR*

## Public Transportation Services, Statement of Qualifications

**Dated: May 5, 2016**

### **SUBMITTED TO:**

City of Calabasas  
Maricela Hernandez, City Clerk  
Administrative Services Dept.  
100 Civic Center Way  
Calabasas, CA 91302  
Telephone: 818.224.1302

### **SUBMITTED BY:**

MV Transportation, Inc.  
*and all subsidiaries, joint ventures,  
partnerships and affiliates*  
5910 N. Central Expy., Suite 1145  
Dallas, TX 75206  
Telephone: 972.391.4600

---

*MV Transportation, Inc. is a federal contractor or subcontractor which complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60; 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250 and/or 60-300; and 29 CFR Part 471, Appendix A.*

*MV is an Equal Employment Opportunity/Affirmative Action Employer.*



May 2, 2016

Ms. Maricela Hernandez, City Clerk  
City of Calabasas  
100 Civic Center Way  
Calabasas, CA 91302

Dear Ms. Hernandez:

MV Transportation, Inc. and all subsidiaries, joint ventures, partnerships and affiliates, (or "MV") greatly appreciates the opportunity to submit its statement of qualifications and fee schedule in response to City of Calabasas Request for Proposal for Public Transportation Services. These documents are provided in separate sealed envelopes as required. I am hopeful that MV's demonstrated breadth of experience and tenure in the industry offers assurance that it is a stable and qualified partner.

For the past five years, MV Transportation, Inc. has successfully managed the Public Transportation services. MV is committed to providing excellent public transportation in the City of Calabasas, and knows how important partnership is in ensuring that service meets the City's standards

I am authorized to bind the company contractually and make representations for MV Transportation, Inc., to include all its subsidiaries, joint ventures, partnerships, and affiliates (the bidding entity). If awarded the contract, the Contracting Party will be MV Public Transportation, Inc.

Your primary contact for this procurement is Mr. George Lee (Director of Business Development) and can be reached any time of day at (310) 908-7150 (phone) or [george.lee@mvtransit.com](mailto:george.lee@mvtransit.com) (email). Additionally, Mr. Joe Escobedo (Senior Vice President) will serve as your secondary contact; he can be reached any time of day at (623) 340-3209 (phone) or [joe.escobedo@mvtransit.com](mailto:joe.escobedo@mvtransit.com) (email).

Mr. Joe Escobedo and Mr. Fadi Chakbazof (Regional Vice President) are the individuals with the authority to negotiate for MV Transportation, Inc. Fadi can be reached at (626) 622-6940.

Please direct all correspondence related to this and all future procurements to MV's bid office located at 479 Mason Street, Ste. 221 Vacaville, CA 95688. The individuals named above can also be reached at this address.

MV looks forward to discussions with the City regarding its statement of qualifications and fee schedule. MV acknowledges receipt of Response to Inquiries (posted 4/5/16), the Bulletin (posted 4/27/16), and confirms that the proposal contained herein will be valid for a one hundred twenty (120) day period.

Thank you for your consideration; I encourage you to select MV Transportation as your continued partner for the provision of the Calabasas services. We look forward to working with you throughout this procurement.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Amy Barry', with a large, stylized flourish at the end.

Amy Barry  
Senior Vice President

Proposal Form

**REQUEST FOR PROPOSAL (RFP) For THE OPERATION AND  
MAINTENANCE OF PUBLIC TRANSIT AND TRANSPORTATION  
SERVICES FOR THE CITY OF CALABASAS**

*This form Acknowledges Receipt Of the following:*

*Response to Inquiries - Posted 4/25/16:*

- *Response to Questions Submitted by MV Transportation, Inc.*
- *Response to Questions Submitted by Roadrunner Management Services Inc.*

*And*

*Bulletin of Transit RFP - Posted 4/27/16:*

- *Copy of the last three month of invoices*
- *Copy of fleet list*
- *Copy of fleet revenue and total miles and hours*
- *Incumbent Contractor's Labor Code Compliance along with the  
Applicable collective bargaining document*

Signed: \_\_\_\_\_

  
*Amy Barry, Senior Vice President*

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# 1. Statement of Qualifications

## 1. Statement of Qualifications

### 1.1. Company Information

#### a. Company Name

MV Transportation, Inc.

#### b. Doing Business as MV Transportation, Inc.

MV Transportation, Inc., to include all its subsidiaries, joint ventures, partnerships, and affiliates (the bidding entity). If awarded the contract, the Contracting Party will remain MV Public Transportation, Inc.

#### c. Address

MV's corporate headquarters is located at 5910 N. Central Expressway, Suite 1145, Dallas, TX 75206

#### d. Company Website URL

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

#### e. Diversity Certifications (if applicable)

MV does not have any diversity certifications.

### 1.2. Company Contact Person

#### a. Contact Name

The primary contact for this procurement is Mr. George Lee, Director of Business Development. Additionally, Mr. Joe Escobedo, Senior Vice President will serve as the secondary contact.

#### b. Contact Telephone Number

George Lee can be reached at (310) 908-7150 and Joe Escobedo can be reached at (623) 340-3209.

### c. Contact Email

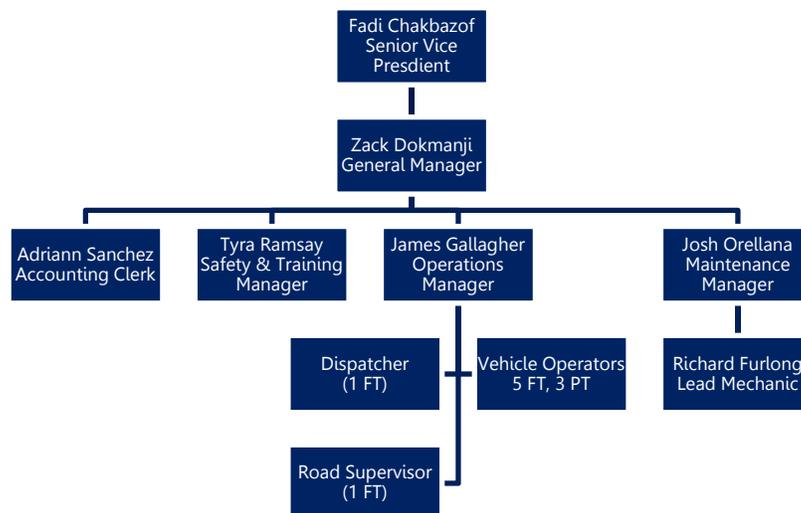
George Lee's email: george.lee@mvtransit.com; and  
Joe Escobedo's email: joe.escobedo@mvtransit.com

### d. Final Decision Makers

Mr. Joe Escobedo, senior vice president & Mr. Fadi Chakbazof, senior vice president can be contacted regarding potential negotiation points. Mr. Bob Pagorek, chief financial officer & Mr. Kevin A. Klika, president/chief operating officer will make final decisions on behalf of MV.

## 1.3. Staffing Plan and Organization Chart

### Local Organization Chart



### Diran "Zack" Dokmaji, General Manager

Mr. Diran "Zack" Dokmaji is MV's proposed project manager for the City of Calabasas public transit and transportation services. He brings 16 years of management experience to this project. He is the current general manager for the Thousand Oaks location and is skilled in customer relations, labor management, strategic planning, and accounting.

At present, Zack manages a staff of 71 individuals, and 41 fixed route and paratransit vehicles. Zack monitors service ridership, service quality, customer satisfaction, fare collection, and accounting. He frequently meets with the client and staff to ensure standards and contract compliance.

Zack previously served as branch manager for Laidlaw Education Services' bus operations. In this role, he managed the company's bus operation, working closely with the client to ensure a high level of performance. He began his career in transportation as an accounting manager for this operation, managing all financial activities, budgets, ordering, inventory control, and payroll. Zack then served as operations manager, overseeing daily operations, accounting, operator development and safety, human resources, dispatching, field supervision, and maintenance.

Zack is committed  
to helping the City  
continue to  
achieve service  
excellence.

Zack also served as the general manager of Electro-Tech Products in Glendora, Calif., overseeing operations of an electronics turnkey facility. Here, he oversaw staff, production, and quality control.

Zack holds an associate of arts in electronics with a minor in accounting from Citrus College.

### **James Gallagher, Operations Manager**

Mr. James Gallagher is MV's proposed operations manager for the City of Calabasas Transit services. He possesses nearly five years of management experience and has more than 10 years of transportation experience.

James has served as the operations manager for MV's Thousand Oaks location since 2005. He supervises the daily operations and holds oversight of vehicle operators, road supervision, and dispatch. His oversight ensures that all service issues are quickly resolved. James completes all scheduling and works closely with the accounting clerk, compiling data for monthly management reports. He also holds responsibility for complaint resolution and ensures compliance with local ordinances.

James previously served as a dispatcher; here, his duties included booking rides for customers, dispatching operators, and assisting the operations manager with data entry and reporting. Mr. Gallagher graduated from Western Washington University with a degree in Biology.

### **Tyra Ramsay, Safety and Training Manager**

Ms. Tyra Ramsay is MV's proposed safety and training manager for these services. Tyra brings 14 years of experience in the transportation industry to the City of Calabasas. Tyra is responsible for ensuring all staff are fully trained and ready for service.

Tyra began her career as a coach operator in San Bernardino for Omnitrans, and has worked her way up through the industry. She joined MV in 2010 as a dispatcher in Orange County. During her tenure there she held various positions, rising quickly to management.

While serving as MV's training manager for Orange County Transit Authority (OCTA), Tyra over saw over 350 operators and a team of 15 behind the wheel trainers. Tyra is also created MV's OCTA safety mascot, "Wally the Wheel" – a character who was involved in safety carnivals, fairs, and safety meetings, to promote safety and employee morale.



As a customer service supervisor, Tyra investigated all customer comments; interviewing customers and employees, reviewing historical AVL data, and pulling video recorded from the bus. Tyra was responsible for coaching operators as part of the complaint validation process, and she recommended disciplinary action and retraining to the operations manager. Prior to joining MV, Tyra worked at the Orange County Transit Authority as a coach operator.

Tyra holds a Bachelor's degree in management from the University of Phoenix.

### **Josh Orellana, Maintenance Manager**

MV is pleased to present Mr. Josh Orellana as maintenance manager for the City of Calabasas Transit services fleet. Mr. Orellana brings 11 years of maintenance experience to the City and is ASE Certified. Mr. Orellana has experience with a broad range of vehicle types including those provided for the City services.

Since 2004 Josh has served as maintenance supervisor for MV's Van Nuys location where he has maintenance responsibilities for more than 200 vehicles. He additionally oversees a maintenance staff of four employees. Josh's responsibilities include parts and fuel ordering for the 200+ vehicle shop; diagnosing and repairing gas engines; MDT voice and radio communication installation; maintenance shop safety/compliance; fleet interior/exterior cleaning schedules; facility sanitation/cleanliness; and preventive maintenance compliance.

Josh is ASE certified in Brakes and Electrical. He is also experienced in the use of Trapeze EAM, the fleet maintenance software that MV proposes for management of the City's fleet.

Under Mr. Orellana's leadership, proven vehicle maintenance practices will be in place to ensure the City's fleet remains in excellent condition. The dedication and

technical expertise that Josh devotes to his maintenance shop will result in fleet reliability, passenger and operator safety, and overall passenger comfort.

Though not directly assigned to this project, Josh will spend part of his time assisting MV's lead mechanic, Richard Furlong who is dedicated to the City of Calabasas Transit services. Mr. Orellana will be available on an as-needed basis to advise Mr. Furlong of vehicle maintenance issues and as necessary and will review MV maintenance and logs to ensure full compliance of maintenance standards as articulated in the contract with MV. This is an added layer of oversight that ensures all required maintenance is completed and that no deferred maintenance is taking place.

**Mr. Orellana will provide additional oversight of the Calabasas fleet.**

### **Adriann Sanchez, Accounting Clerk**

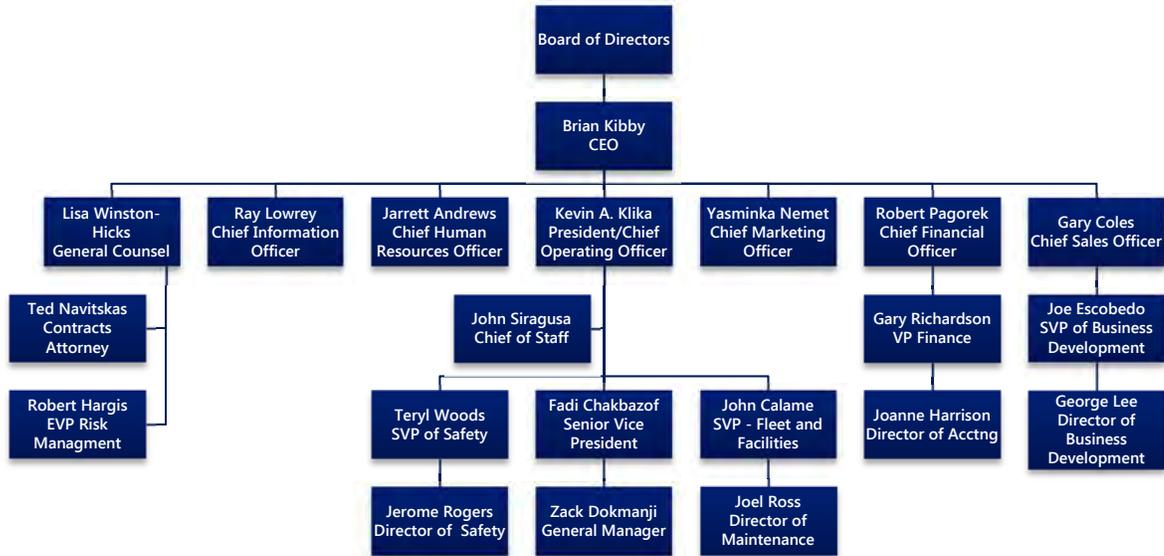
MV is pleased to propose Ms. Adriann Sanchez as its accounting clerk for the City of Calabasas' Transit services. Currently serving as the accounting clerk for MV's Thousand Oaks location, Adriann provides ongoing assistance to MV's management team for the City's services.

As an accounting clerk, Ms. Sanchez manages all operational reporting, gathering the data for monthly operational, management, and NTD reporting for the City, and ensuring timely and accurate submittals. Responsible for payroll, AP/AR, and budgetary compliance, Adriann also provides human resources support. Adriann's understanding of NTD reporting, as well as her experience in this role, makes her an excellent asset to the City.

Prior to her time with MV, Adriann worked as a booking representative for Marlin Leasing where she set up lease documents and completed financial paperwork, tracked lease performance, and resolved procedural issues. She also worked as a senior billing specialist and assisted in payroll preparation for 500 employees.

MV has provided a resume for all individuals named above following this section.

## Corporate Support Organizational Chart



### Fadi Chakbazof, Senior Vice President

Mr. Fadi Chakbazof is MV's senior vice president and executive level representative for this operation and has more than 13 years of transportation experience. He is responsible for overseeing MV's compliance with the terms and conditions of the contract and will manage service quality and confirm that MV is living up to the promises made in this proposal. Fadi leads the regional support team assigned to this contract, and will have authority over resource commitment and oversight.

Prior to joining MV, Fadi worked at First Student, Inc. as area general manager / region operation manager. In this capacity he oversaw 2,000 employees providing service in 16 locations across four states.

Mr. Chakbazof holds a Bachelor of Business Administration degree from the University of Southern California in Los Angeles and a law degree from Western State University's College of Law in Fullerton, California.

### Hector Vargas, Director of Safety

Hector Vargas became a certified behind the wheel trainer in 1998 and since that time has taken on roles of greater responsibility in the area of safety and training. Today, Hector serves as a director of safety for MV's Southern California properties, working closely with each of his assigned locations to ensure that all safety and training procedures are within the standards of the company and its clients. He

conducts audits of all safety and security related operations and works with the local team to garner any additional support needed in this critical area.

Mr. Vargas has overseen the safety and training efforts of bus operations of substantial size and scope throughout Los Angeles County. While with Laidlaw Transit Services in North Hollywood, Hector reduced accident frequency by more than 55 percent. He joined MV in 2007 as a safety manager at MV's 70-bus commuter operation in Los Angeles.



Mr. Vargas is a Smith System Instructor, a Behind-the-Wheel Trainer and is CPR and First Aid Certified. He holds a Commercial Class B license with passenger endorsement and airbrakes and is certified and licensed to conduct classroom, behind the wheel, and in-service instruction. He is also a certified California School Bus Driver Instructor.

### **Kenneth Pouncey, Director of Maintenance**

Kenneth (Kenny) Pouncey joined MV in 2005. His nearly 30 years of transit maintenance experience includes the oversight of hundreds of vehicles. As director of maintenance for this contract, Kenny works with MV's local maintenance managers and their teams to confirm that each vehicle is in superior condition and within the standards set forth by MV and the City.

He frequently visits MV's maintenance locations to perform audits, conduct training, meet with clients, and confirm that all fleet and equipment assets in use are maintained appropriately and safely. Kenny is highly experienced in alternative fuel powered vehicles. His extensive work in Southern California offers unique insight into regulatory requirements regarding clean air, environmental management, and renewable energies.

### **JoAnne Harrison, Director of Accounting**

Ms. JoAnne Harrison is director of accounting. She will continue to provide finance support to the location, working with Zack Dokmaji to ensure all accounting and financial management practices are consistent with established policies and procedure.

Ms. Harrison joined MV in 2012 as accounting manager for its OCTA Contracted Fixed Route Bus Services. Here, she was responsible for managing all data input and processing as well as report production and invoices. She worked to improve

processes and was successful in implementing changes to forms management and payroll procedures resulting in increased accuracy and efficiency.

Ms. Harrison brings more than 30 years accounting experience and significant transit operational knowledge to these services. She is a CPA and holds a Bachelor's Degree specializing in accounting and real estate finance.

## Responsibilities

---

### Vehicle Operator

Vehicle operators are the critical interface to passengers and must appropriately represent the City. MV operators have a safety-first attitude, a professional demeanor, and excellent customer service skills.

The primary responsibility of the vehicle operator is to transport customers while adhering to safety regulations, traffic laws, operating policy, and scheduled time points. Vehicle operators respectfully and professionally respond to customer inquiries, providing route information as needed. They are trained in the system routes, and are fluent in providing information regarding major stops, transfer points, and schedule information. Upon consent, operators respectfully assist passengers as they board the vehicle and aid those who agree to assistance in securing their mobility device.

When operators report to work, they immediately check in with the lead operator. Then, they proceed to their assigned vehicle to perform a pre-trip inspection, coordinating with the yard supervisor to correct any safety issues discovered. Once the pre-trip checklist is complete, operators are cleared for pullout.

All MV operators are properly trained in on-board technology, and must demonstrate proficiency in all dispatch communication procedures. Vehicle operators coordinate with dispatch regarding schedule adherence, vehicle malfunctions, accidents, and/or other disturbances.

Upon return to the yard, vehicle operators perform a post-trip inspection and submit all completed paperwork to dispatch.

The vehicle operator reports to the dispatching team.

**MV is offering competitive wages in the new term to account for the minimum wage increases in the area and to attract and retain qualified operators.**

## General Manager

The general manager is the daily operational liaison between MV and the City. This person is MV's field representative and City's advocate.

This person is responsible for the safe and high quality operation of the transit system. This responsibility encompasses all efforts defined within the scope of work, including safety, training, maintenance, personnel oversight, operating performance, data collection, reporting, community relations, budgeting, accounting and finance, local purchasing, adherence to policy and procedure, contract administration, and more.

MV's general manager will meet with the City staff often to provide updates on service quality, performance numbers, possible trends, and/or other statistics requested. In order to improve the ongoing education and training of its management team, MV requests that general managers attend periodic conference calls, training sessions, as well as regional and national meetings hosted by MV's support team.

The general manager reports to the senior vice president of operations.

## Operations Manager

The operations manager is the daily liaison between MV's local field personnel and local management team. This person oversees the safe and efficient operation of daily service, in compliance with City policy and in conformance with MV standard operating procedures. The operations manager is key to effectively managing customer relations; he or she makes certain that all employees not only understand their roles and responsibilities, but are capable of doing their jobs, are highly motivated, and are coached and counseled to accomplish assigned tasks.

The operations manager reviews all logs and paperwork from the dispatch office, and ensures all operator and supervisor shifts are covered. He works closely with the dispatch office to confirm that vehicle operators are properly supported. This individual works to monitor service and make sure it is delivered on time and meets the expectations of the passengers.

The operations manager assists in human resource functions, manages employee files, and monitors attendance records. He also holds responsibilities in the complaint investigation process, serving as an additional liaison to passengers, clients, and community members. He may be asked to represent MV in community meetings, coordinate events with local charities, and/or organize volunteer efforts from MV's local operation.

This position reports to the general manager.

## Safety and Training Manager

The safety and training manager oversees all safety and training related activities of the location.

A hands-on trainer, this manager specializes in program and procedure development in compliance with State and Federal regulations, MV and the City policies. The safety and training manager oversees MV's DriveCam and Mobileye programs, and is accountable for all regulatory compliance relating to safety and training requirements. This manager ensures that all operators are current with the training requirements for this service, and that each are properly certified and licensed.

**Ms. Ramsay is responsible for ensuring the effective training of MV's team and the safe operation of all service, equipment, and facilities**

This position functions as a safety officer and the emergency coordinator for MV's operation, serving as the company's liaison to local authorities that support safety and emergency preparedness. She leads all emergency training and guarantees that MV's team is ready to respond to the needs of the community in the event of an emergency.

She is responsible for establishing the schedule and curriculum for ongoing training activities, and maintains all training documentation for employees as required. This person leads all accident and incident investigation, manages awards for safe driving, facilitates safety meetings, and directs the activities of the safety committee.

She oversees the review of video clips downloaded from the DriveCam system and ensures proper follow up. She is responsible for the preparation for and compliance with all State, Federal, and local regulatory audits, and administers MV's FTA-compliant Zero Tolerance Drug and Alcohol program.

The safety and training manager reports to the general manager.

## Dispatcher

The dispatcher directs all on-road operations that occur from the daily pullout to return-to-yard. This position coordinates with vehicle operators while in service in order to monitor operations status, mitigate delays, and assist in resolving service disruptions.

The dispatcher supervises operators, manages report times, assigns vehicles, and distributes bulletins and other information. He or she is trained in reasonable suspicion and are responsible for assessing fitness for duty.

This person acts in compliance with the City policies in accordance with MV operating procedures. The dispatcher monitors service delivery via PTT phones throughout the service day, working closely with operators and road supervisors to efficiently respond to service needs, including accidents and on-board emergencies.

The dispatcher coordinates standby operators in the event that an operator does not report on time. The dispatcher also coordinates with the maintenance department for vehicle exchanges, maintenance pulls, and submission of vehicle inspection/defect forms.

The dispatcher reports to the operations manager.

### **Road Supervisor**

The road supervisor is stationed in the field and monitors all on-road activities. This person ensures the safe and efficient operation of all vehicles, making sure the service is high quality.

The road supervisor responds to on-road situations (incidents, accidents, and passenger disturbances). This position also provides on-road observations and performs passenger outreach. The road supervisor is dispatched to the scene of any breakdowns, incidents/accidents, etc.

The road supervisor reports to the operations manager.

### **Maintenance Manager**

The maintenance manager's primary duty is to ensure the safe and effective operation of the Calabasas fleet. This position protects and maximizes the useful life of the fleet by ensuring compliance with all OEM, City, and MV standards of safety, operation, and appearance.

The maintenance manager coordinates and oversees all scheduled and unscheduled maintenance inspections and repairs. He or she will coordinate with dispatch in order to maximize fleet availability and understand service demand peaks. The maintenance manager monitors all fleet, equipment, and facility maintenance activities – those performed both in house and those contracted with outside vendors. He or she also coordinates with equipment manufacturers regarding warranty issues and specialized training needs.

The maintenance manager reports directly to the general manager.

## Lead Technician

The lead technician serves as the maintenance team lead for the City of Calabasas' services. He assists in scheduling, and manages and monitors the preventive maintenance program and all maintenance-related repairs.

The lead technician supervises on-duty mechanics and mentors the team to ensure ongoing learning and education are in process. He or she must monitor and assist with fleet and equipment repairs, oversees fleet cleaning, servicing, and perform general management duties.

He may also perform minor graffiti removal maintains and sear upholstery repair. He performs preliminary vehicle inspections; checks various fluids including the oil, water, and fuel levels; and inspects the hoses, belts, batteries and similar equipment.

The lead technician reports to the maintenance manager.



## Subcontracted Functions

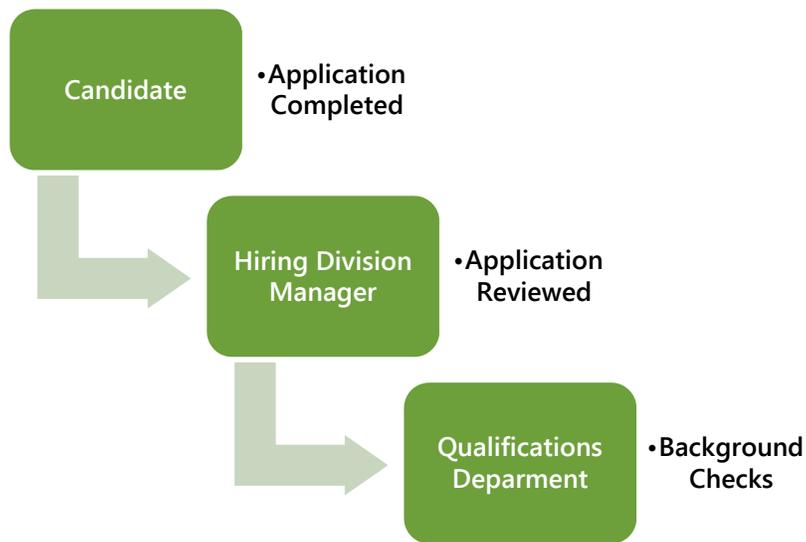
MV currently subcontracts out vehicle cleaning to an outside vendor and plans to continue this process in the new term. Mobile One Enterprises cleaning company reports to the 4029 Las Virgenes Road on a weekly basis to clean the entire fleet. MV's lead mechanic, Richard Furlong ensures the vehicles are properly cleaned by weekly vehicle audits.

## Application, Qualifications, and Hiring Process

### Completing Application

MV posts all career opportunities – from vehicle operators to management staff – on the career section of company's website (<http://careers.mvtransit.com>); this is powered by CareerBuilder, LLC, the nation's largest internet job site.

An applicant begins the employment process by completing an online application. After the application is completed, it is reviewed by the local hiring lead (for this contract, this will be the (general manager/operations manager) to determine if qualifications are met. If the applicant meets the minimum requirements, the qualifications process will begin.



### *Qualifying Applicant*

The hiring lead contacts the applicant and requests that he or she reviews and signs the required release documents.

Required release documents include:

- Application for Employment
- MV's Background Check Disclosure and Authorization release
- FTA DOT Disclosure and Authorization (FTA divisions only)
- FMCSA DOT Disclosure and Authorization (FMCSA divisions only)
- California Pull Notice Authorization Form (CA divisions only)
- I-9 Express Online I-9 verification

Once signed, the applicant's background checks are ordered.

All employees must pass a mandatory pre-employment drug test. Additionally, depending on the position, applicants may be required to pass either a DOT or Non-DOT physical examination. MV's qualifications department will contact the hiring lead within 72 hours once the applicant is qualified for hire (or qualified pending additional information).

MV Transportation, Inc. has an Equal Opportunity Employment (EEO) policy in place and will not discriminate against any employee or applicant for employment because of age, race, religion, color, sex, disability, national origin or any other characteristic protected by the law.

### ***Motor Vehicle and Criminal Background Reports***

An applicant's motor vehicle report (MVR) will be assessed to determine if any of the following items are present:

- Serious traffic offenses in the last three (3) years
- More than three (3) moving violations in the last three (3) years
- Pattern on the motor vehicle report (MVR)

MV will conduct "Live Scan" DOJ & FBI checks to determine criminal background of employee. Background checks will be repeated every two years. All criminal convictions and motor vehicle reports are reviewed and assessed based on the Equal Employment Opportunity Commission (EEOC) guidelines, along with the following eligibility factors:

- The frequency, severity, and nature of the conviction
- The age of the applicant at the time of the conviction
- The elapsed time from the date of the conviction to the present
- The relationship between the nature of the offense and the type of employment
- Evidence of rehabilitation, successful employment history, and any aggravating, mitigating or extenuating circumstances

### ***Adverse Checks***

If the background check reveals adverse information, MV's qualifications team will initiate an individual assessment. The applicant will receive a pre-adverse letter, along with a copy of their background reports. The applicant is given an opportunity to contest their background reports within 10 business days.

If the applicant provides appropriate documentation clearing the issues cited, the hiring lead is notified that the applicant is qualified for hire. If the applicant is unable to clear the report within 10 business days, then the qualifications department issues a disqualified notification to the hiring lead, who will in turn notify the applicant.

### ***Considerations***

An adverse result is reviewed and assessed for an applicant who has the following:

- A misdemeanor or felony or a crime involving moral turpitude
- More than three moving violations in three years on their driving record

## Medical Examination Reports



The company requires all applicants for safety-sensitive positions to undergo medical examinations. The hiring lead will schedule an online appointment with eScreen, Inc., and notifies the applicant.

All exams and test results are reviewed by a medical review officer (MRO) to assure compliance with DOT requirements – this review is based on the medical standards set forth by FMCSA (49 CFR 391.41) and medical guidelines.

MV requires applicants to undergo this examination to establish the applicant's fitness to perform the job for which they have applied, without endangering the health and safety of themselves or others. All exams are performed by a physician or licensed medical facility designated or approved by the company.

*A current employee may be required to have a medical examination under the following conditions: Exposure to toxic or unhealthful conditions, a request for an accommodation due to a disability, or is unable to perform essential job functions due to a medical condition.*

## Physical Examinations

An applicant in a safety-sensitive position must also undergo a pre-employment physical examination performed at MV's expense by a physician of the company's choice. Other exams may include a DOT physical or other physical testing.

## Drug and Alcohol Testing

MV shall require every covered employee who performs a safety-sensitive function as described in the FTA regulations Part 655 and the FMCSA regulations Part 382 (382 is only applicable to those contracts not subject to FTA regulations) to submit to a pre-employment, post-accident, random, and reasonable suspicion drug and alcohol test as described in this policy. MV shall not permit any employee who refuses to submit to such tests - to perform or continue to perform any safety-sensitive functions.

## Retaining Existing Employees – Labor Code 1070

MV Transportation declares that it will retain the employees of its Calabasas location for a period of not less than 90 days. As the current operator of these services, MV will retain those individuals employed under this contract, except for reasonable and substantiated cause. That cause is limited to the particular employee's performance or conduct while working under the prior contract or the employee's failure of any controlled substances and alcohol test, physical

examination, criminal background check required by law as a condition of employment, or other standard hiring qualification lawfully required by MV.

## Wages and Benefits

MV is pleased to offer the following compensation package to its team. With recent changes in minimum-wage both in the State and County, MV has anticipated these market wages while creating our operator and staff wage scales. MV has accounted for these changes during the contract term to allow for proper recruitment and to remain competitive in the job market. MV has raised its wages beyond the requirements of the Teamsters Collective Bargaining Agreement to maintain a qualified, stable workforce which also ensures labor harmony and continuity of the workforce.

### Operator Wage Scale

Operator Seniority	Year 1	Year 2	Year 3	Year 4	Year 5
<b>Training</b>	\$ 10.50	\$ 12.00	\$ 13.25	\$ 14.25	\$ 14.75
<b>Starting</b>	\$ 13.25	\$ 13.50	\$ 14.75	\$ 15.75	\$ 16.25
<b>1 year</b>	\$ 13.38	\$ 13.75	\$ 15.25	\$ 16.25	\$ 16.75
<b>2 years</b>	\$ 13.52	\$ 14.00	\$ 15.50	\$ 16.75	\$ 17.25
<b>3 years</b>	\$ 13.65	\$ 14.25	\$ 16.00	\$ 17.25	\$ 17.75
<b>4 years</b>	\$ 13.79	\$ 14.75	\$ 16.50	\$ 17.50	\$ 18.00
<b>5 years</b>	\$ 13.93	\$ 15.25	\$ 17.00	\$ 18.00	\$ 18.50
<b>6 years</b>	\$ 13.93	\$ 15.25	\$ 17.00	\$ 18.00	\$ 18.50
<b>7 years</b>	\$ 13.93	\$ 15.25	\$ 17.00	\$ 18.00	\$ 18.50
<b>8 years</b>	\$ 13.93	\$ 15.25	\$ 17.00	\$ 18.00	\$ 18.50
<b>9 years</b>	\$ 13.93	\$ 15.25	\$ 17.00	\$ 18.00	\$ 18.50
<b>10 years</b>	\$ 18.02	\$ 18.20	\$ 18.56	\$ 19.12	\$ 19.62

### Non-Operator Wage Scale *(below wages are average year 1 wages)*

Job Title	Hourly Wage	Job Title	Hourly Wage
<b>General Manager</b>	Confidential	<b>Accounting Clerk</b>	Confidential
<b>Operations Manager</b>	Confidential	<b>Dispatcher</b>	\$15.18
<b>Maintenance Manager</b>	Confidential	<b>Road Supervisor</b>	\$14.94
<b>Safety and Training Manager</b>	Confidential	<b>Lead Technician</b>	\$21.00

## Proposed Benefits (Non-Exempt, Bargained Employees-Union)

All full time employees (32.5+ scheduled hours per week) have the opportunity to participate in the following benefits programs.

- **Holidays:** Full time employees are eligible for six paid holidays to include New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.
- **Paid Time Off:** Full time employees will receive 40 hours of paid time off after 1 year of service and 80 hours after 3 years of service.
- **Sick Leave:** All employees receive 24 hours of sick leave yearly.
- **Health and Welfare:** The Employer agrees to make contributions to the existing Company provided health and welfare plans for the purpose of providing Medical benefits for all qualified employees and their dependents. The company will make dental, vision and life products available at group rates, at the employee's cost in accordance to the terms of the Affordable Care Act, and on the first of the month after sixty (60) days of employment with the Company.
- **Operator Pay Premiums:** Operators with commercial driver's licenses (CDL) will receive \$0.25 additional per hour, and operators with CDL and verification of transit training (VTT) certificate will receive \$0.50 additional per hour.
- **Operator Training Premiums:** The company may assign an employee to perform work as an Operator Trainer and shall be paid a differential of \$0.50 per hour in addition to his/her regular pay for all hours worked in this position. Additionally, the company will pay a Cadet Trainer a differential of \$0.50 per hour to his/her regular pay for all hours worked in this position.
- **Retirement/401K:** The Company will offer its 401(k) retirement plan to all eligible employees to the extent that only tax deferred employee contributions will be made in accordance with the provisions of the plan. This plan shall be employee contribution only.
- **Pension Plan:** The employer shall pay into the Western Conference of Teamsters Pension Trust on account of each member of the bargaining unit for each hour of which compensation was paid. As of 7/1/2019 MV contributes \$0.10 per compensable hour.
- **Uniforms:** The Company provides uniforms for employees required to wear them in their job function.
- **Funeral Leave:** The Company provides pay for 8 hours of leave for full-time non probationary employees following six (6) full months of service with the Company.

- **Overtime Pay:** Road supervisors and dispatchers shall be paid time and one half for all hours worked in excess of forty (40) hours per week and/or over 10 hours per day (4/10) or 8 hours per day (5/8).
- **Jury Duty:** The Company pays the first 8 hours of straight-time wages for jury duty.

### Proposed Benefits (Non-Exempt, Non-Bargained Employees)

All full time employees (32.5+ scheduled hours per week) have the opportunity to participate in the following benefits programs.

- **Medical:** Full time employees and those who qualify under the ACA are eligible for health, dental and vision benefits.
- **Vacation Pay:** Employees working 70+ hours in a pay period accrue 1.54 hours per pay period after one year of employment. After three years accrual increases to 3.08 hours per pay period.
- **Paid Holidays:** All employees are eligible for six (6) paid holidays.
- **Supplemental Voluntary Benefits:** Following 30 days of employment full time and part time employees are eligible to participate in company offered benefits for short term disability, accident care, critical illness, universal life, and term life insurance.
- **Flexible Spending Accounts (Health Care FSA and Dependent Care FSA):** These programs allow employees to put aside pre-tax money to pay for childcare or eldercare expenses while employees work, and to pay for qualifying out-of-pocket medical expenses (such as copays and other covered items.) Employees are eligible to participate in both plans on their normal benefits eligibility date.
- **Employee Assistance Program:** MV offers confidential counseling services at no cost for employees and family members (3 in-person sessions per incident per year). There is a 24/7 resource and referral line for counseling, financial assistance, legal problems, and many other issues.
- **Supplemental Life, AD&D, and Disability Insurance:** In addition to its health insurance plan offerings, MV also offers company-sponsored supplemental life insurance and Accidental Death & Dismemberment (AD&D) insurance plans through The Standard Insurance Company. The supplemental life insurance plan is available to employees, their spouse/domestic partner, and their children. The AD&D insurance plan is available to employees. Employees are eligible effective on the 1st of the month following their waiting period.
- **401 (k):** Employees are eligible to participate in the Company offered 401(k) program.

## 1.4. Firm Background and Experience

MV offers innovative solutions in passenger transportation to communities across North America. Its breadth of experience encompasses fixed route, flex route, shuttle, commuter, BRT, as well as disabled transportation/paratransit, demand response, brokerage and call center service, and non-emergency Medicaid transportation (NEMT/NET). Most of MV's operations include the provision of ancillary services, including (but not limited to) vehicle maintenance, trip reservations and scheduling/call center, operator training, transit technology and support, facility management and maintenance.

### Fixed Route, Flex Route, and Shuttle

MV operates fixed route, flex route, commuter bus, and shuttle services throughout North America. Its scope of operations comprises some of the largest privately operated in the nation. In Southern California, MV operates more fixed route and shuttle service than any other contractor, serving agencies including the Los Angeles Department of Transportation (LADOT), Los Angeles Metropolitan Transportation Authority (LA Metro), as well as numerous Cities within the greater Los Angeles Metropolitan area. The company's largest fixed route operations include:

- The CONNECTOR service for Fairfax County, Virginia;
- Las Vegas Transit, for the RTC of Southern Nevada; and,
- DASH and Commuter Express, for LADOT.

### Fleet Maintenance

The company's maintenance program is developed based on industry best practices and in conjunction with MV's skilled maintenance professionals. The company's fleet maintenance services continue to protect and extend the life of its transit fleets. Operating in areas of severe and unpredictable weather events (including Las Vegas, Anchorage, Denver, and Orlando) and within challenging operating environments (New York City's Five Boroughs, the Washington, D.C. metropolitan area, and the Dallas-Fort Worth Metroplex), MV has unparalleled maintenance capabilities.



## Transportation Technologies

A true technology company, MV brings innovation and automation to its operations – providing a unique data-driven process that delivers customer focused service. With nearly 250 transportation contracts, the company provides expert guidance and best practices in reservations/ scheduling/ dispatch systems, planning tools, reporting systems, AVL/GPS technologies, and on board devices.

Moreover, the company unites its overarching commitment to safety and technology with its provision of safety-monitoring tools that support ongoing training while preventing on-road incidents.

The company's use of both trusted and emerging technologies ensures dynamic and state of the art operations.

## A History of Innovation

With a dream of innovation and mobility, Feysan and Alex Lodde formed MV Transportation, Inc. in 1975. Then San Francisco limousine operators, the Loddes were compelled to make a difference in their home city, San Francisco, California.

The Loddes witnessed a growing need for improved mobility options, initially for persons with disabilities and those who were elderly. With two vans and a vision for the future, the Loddes approached City officials and formed an agreement to provide transportation to persons with disabilities.



Feysan Lodde, Founder (1975)

As the need for MV's services grew, the company expanded – first within California, then into other states and new modes of transport. Along the way, major company milestones include:

- Acquisition of a controlling interest in Vallejo Citizens Transit Corp., one of the nation's oldest contracted fixed route services, formed in 1956 in California;
- Entry into the federal transportation market, with the operation of Ground Transportation for the Veterans Administration in 1998;
- Expansion into pupil transportation services in 2001;
- Emergence as a top campus shuttle innovator in its partnership with Microsoft Corporation in 2005

More than 40 years since its founding, MV Transportation, Inc. is the nation's premier passenger transportation contractor. The only American-owned transportation of its size and scope, the company offers its customers best value in transportation management and operations. Delivering innovative transportation solutions, MV provides freedom of movement, safety, and a positive customer experience to the communities it serves.

## 1.5. References

MV has included references for projects similar to the City's. Please see section 1.4 Firm Background and Experience for a full description of MV's experience with similar work.

### Thousand Oaks Transit, City of Thousand Oaks (Thousand Oaks, CA)



MV has provided fixed route and paratransit services, collectively known as Thousand Oaks Transit, for the City of Thousand Oaks since 2004. Fixed route service operates within the City, with a Metrolink Commuter

Shuttle route connecting passengers to the MetroLink station in nearby Moorpark. The Dial-A-Ride paratransit service is available to seniors and certified persons with disabilities consistent with the provisions of the Americans with Disabilities Act. Dial-A-Ride operates within Thousand Oaks and the nearby City of Westlake Village and designated unincorporated areas of Ventura County.

MV operates and maintains a mixed fleet of 49 gasoline and CNG vehicles. MV uses the NextBus system provided by the City to monitor vehicle location and on-time performance. The City provides a monitor and a rolling marquee at the Transit Center which displays the next arriving route. MV uses the City-provided Trapeze PASS system for paratransit scheduling and dispatching.

MV is currently in its third contract term with the City.

City of Thousand Oaks – Thousand Oaks Transit	
<b>Contact Person</b>	Mr. Mike Houser, Transportation Analyst
<b>Address</b>	1993 Rancho Conejo Road Thousand Oaks, CA 91320
<b>Telephone Number</b>	(805) 376-5063
<b>Email Address</b>	mhouser@toaks.org

## BurbankBus, City of Burbank (Burbank, CA)

Since August 2011, MV Transportation, Inc. has successfully managed the BurbankBus fixed route system. During its tenure with the City, MV has implemented solid improvements and positive changes to the service. MV's local team has reduced customer complaints, introduced TimePoint™ software to provide a fixed route scheduling system and real-time vehicle tracking, and increased services by 30 percent.



City of Burbank - BurbankBus	
<b>Contact Person</b>	Mr. Adam Emmer, Community Development Department
<b>Address</b>	275 E. Olive Avenue Burbank, CA 91510
<b>Telephone Number</b>	(818) 238-5359
<b>Email Address</b>	aemmer@ci.burbank.ca.us

## Dial-a-Ride and Trolley Services, City of Beverly Hills (Beverly Hills, CA)

Since 2002, MV has provided transportation services for the City of Beverly Hills, including Dial-A-Ride and trolley services. The trolley services operate on a fixed route and offer passengers a narrated tour of art, architecture, historical, and popular areas of the City. The curb-to-curb Dial-A-Ride



shuttle is available for seniors and persons with disabilities. The Beverly Hills services are delivered with a seven-vehicle fleet comprising cutaways and trolleys.

MV is currently in its second contract term with the City.

City of Beverly Hills – Dial-a-Ride Trolley Services	
<b>Contact Person</b>	Ms. Martha Eros, Transportation Planner
<b>Address</b>	345 Foothill Road Beverly Hills, CA 90210
<b>Telephone Number</b>	(310) 285-2542
<b>Email Address</b>	meros@beverlyhills.org

## 1.6. Qualifications

### a. State of California Department of Consumer Affairs Complaints

MV has no outstanding or pending complaints as determined through the State of California Department of Consumer Affairs.

### b. State Licenses

MV is licensed to operate in the state of California. The CA PUC number is CA0054849 (Private Carrier). MV has also included a copy of the Certificate of Good Standing following this section.

### c. Summary of Technical Competence and Qualifications

Seeking safety, reliability, and a forward thinking partner, MV's customers, including the City of Calabasas, entrust the company to provide professional transportation management, operation, and maintenance services on their behalf.

The company's history of satisfied customers and solid financial backing demonstrates its reliability and stability as a strong corporate partner. Further, the organization's dedication to serving the transportation needs of individual communities is evident in its operations and manifests in a myriad of functional approaches that promote customer care, leverage new technologies, recognize best practices, and control operating costs.

While each of MV's customers differ in size, service mode, scope, fleet composition, and operating environment, each trust MV to provide safe, reliable, professional transit service. Those customers with operations most similar to those of the City are listed as references.

While each of MV's customers differ in size, service mode, scope, fleet composition, and operating environment, each trust MV to provide safe, reliable, professional transit service. For a summary of MV's technical competence and qualifications based on similar services provided to governmental entities please see section 1.5 References.

<b>City &amp; County Governments</b>	• Transit Departments, Public Works, Parks and Recreation, Multi-City Consortiums
<b>Special-Purpose Districts</b>	• Chartered and Governmental, Transit Agencies, Transit Districts, School Districts, Airports Authorities
<b>Federal Agencies</b>	• Veterans Administration, National Parks Services
<b>Private Entities</b>	• Universities, Private Companies, Hospitals, Hotels, Casinos

#### d. Years of Experience

In total, MV Transportation, Inc. and its subsidiaries has been providing public transportation services for 60 years.

#### e. Resources to Meet Requirements

MV Transportation has the resources and financial wherewithal to sustain the transition of this project. There are no projects in operation or planned for implementation over the next three years that threaten MV's ability to continue to perform the services under this contract. As a national company with a significant presence in Southern California, MV will continue to sustain a high level of quality service for the passengers of the City of Calabasas.

# RESUMES

# Diran (Zack) Dokmaji

## Project Manager

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*Mr. Zack Dokmaji is the proposed project manager for the Operation and Maintenance of Public Transit and Transportation Services for the City of Calabasas.*

### Experience

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#### **Operations Manager, MV Transportation, Inc. (Thousand Oaks, CA)**

*2014 to Present*

- Oversee daily operations for four transportation contracts including fixed route and paratransit services
- Operations to include a fleet of 19 fixed route vehicles and 22 of paratransit vehicles
- Monitor all service operations to include; ridership, service quality, customer satisfaction, fare collection, and accounting
- Lead a reservations and dispatch staff using Trapeze PASS for paratransit and TimePoint for fixed route
- Managing a staff equal to 71 personnel in several departments
- Schedule and meet with client monthly
- Create monthly reporting to ensure contract adherence and compliance
- Attend and participate in local community meetings; chamber of commerce, city council, and community development

#### **General Manager, Electro-Tech Products, Inc.**

*2008 to 2014*

- Managed the daily operation of an electronics turnkey facility
- Oversaw quality control, HR, facilities, document control, marketing, engineering, and purchasing including inventory control, maintaining computer systems and data base integrity
- Managed employees, suppliers and customer concerns
- Prepared yearly and quarterly budget analysis and production forecasting
- Maintained OSHA standards and maintenance standards for all shop machinery
- Ensured adherence to ISO:9001 quality standards, IPC-A-610 and UL processes and procedures
- Organized special projects, analyze statistical data and product specifications to determine standards and establish quality and reliability objectives
- Developed satellite metal shop department into a full scale production plant, created processes and procedures to maintain integrity of production and quality, analyzed production needs

#### **Branch Manager, Laidlaw Education Services**

*2005 to 2008*

- Managed daily operations of bus service
- Oversaw accounting, facilities, driver development and safety, human resources

# Diran (Zack) Dokmaji

## Project Manager

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- Managed dispatch, field supervisors, mechanics, and drivers
- Liaised with client, answered client concerns, and negotiated contract terms and language

### Operations Manager, Laidlaw Education Services

*2004 to 2005*

- Managed daily operations for bus service
- Supervised several departments, including accounting, driver development and safety, HR, dispatch, field supervisor, mechanics, and drivers
- Managed communications with the customers and addressed parent concerns

### Accounting Manager, Laidlaw Education Services

*2002 to 2004*

- Managed financial operations for bus contract
- Prepared budgets on monthly, quarterly, and annual basis
- Held responsibility for accounts payable, accounts receivable, payroll, bank reconciliation, budgeting, purchase order tracking, repair orders, inventory control, payroll

### Accounts Manager, Elba Jewelry

*2000 to 2002*

### Managing Family Catering Business

*1994 to 2000*

### Assistant Engineer, Electro-Tech Products

*1989 to 1994*

## Education and Training

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### Citrus College

- AA degree in electronics, with a minor in accounting

## Professional Development

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- Franklin Covey leadership program, 7-habits of highly successful people.
- Six Sigma Training.
- Windows XP, Microsoft Excel, word, 10 key touch, and peach tree accounting at Citrus College

# James Gallagher

## Operations Manager

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*Mr. James Gallagher is the proposed operations manager for the Operation and Maintenance of Public Transit and Transportation Services for the City of Calabasas.*

### Experience

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#### **Operations Supervisor, MV Transportation, Inc. (Thousand Oaks, CA)**

*2010 to Present*

- Scheduling of drivers and staff for complete operational coverage
- Communications with the customers for compliance, resolving client complaints and making certain we are in compliance with various city ordinances
- Preparing all data reports for the general manager to be presented to the city on monthly basis

#### **Dispatcher, MV Transportation, Inc. (Thousand Oaks, CA)**

*2012 to 2013*

- Duties included but not limited to answering the phone and booking rides for customers
- Dispatched drivers to their respective pickups and drop-offs
- Assist operation supervisor with daily data entry and reports

### Education

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#### **Western Washington University**

- Biology major

#### **Pierce College**

- General Education

#### **Computer Skills**

- Word Processing                      Microsoft Word, Lotus Word Pro, Word Perfect, MS Works
- Spreadsheets                          Microsoft Excel, Lotus 1-2-3
- Databases                                Microsoft Access, AS400
- Email                                        Lotus Notes, Microsoft Outlook

# Tyra Ramsay

## Safety & Training Manager

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*Ms. Tyra Ramsay is MV's proposed safety & training manager for the Operation and Maintenance of Public Transit and Transportation Services for the City of Calabasas.*

### Summary of Qualifications

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#### Qualification

- Worked in the transportation industry in various roles for 14 years
- Implemented and created MV's safety mascot, "Wally the Wheel", who attends MV safety carnivals fairs, safety meetings and promotes overall employee morale
- Has volunteered as a member of the Safety Steering Committee all six years of employment with MV

### Experience

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#### Safety and Training Manager, MV Transportation, Inc. (Thousand Oaks, CA)

*May 2015 to Present*

- Oversee and manage new operator classes
- Responsible for all training and re-training at the location
- Responsible for ensuring all new operators are ready for service
- Responsible for behind the wheel trainers
- Coordinate all classroom, behind the wheel training, cadetting, re-training, and monthly random drug testing

#### Training Manager, MV Transportation, Inc. (Orange County, CA)

*June 2012 to May 2015*

- Oversaw and managed new operator classes every week to ensure a successful startup every 4 months as MV received more routes from OCTA which required 30 more drivers each 40 months in addition to regular turnover
- Oversaw and coached over 350 operators on DriveCam within 5 days of DriveCam incident
- Responsible for ensuring all new operators are ready for service
- Responsible for a team of 15 behind the wheel trainers
- Coordinated all classroom, behind the wheel training, cadetting, re-training, monthly random drug testing, and ensured a well-staffed group of trainers

# Tyra Ramsay

## Safety & Training Manager

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Customer Service Supervisor, MV Transportation, Inc. (Orange, CA)

*Nov 2011 – June 2012*

- Responsible for receiving and investigating all customer comments, requested and downloaded bus videos, interviewed drivers, and recommended discipline to operations manager as needed

Dispatch Supervisor, MV Transportation, Inc. (Orange, CA)

*May 2015 to Present*

- Ensured all routes were covered, issued attendance points, provided detours/reroutes, and assisted new drivers

Coach Operator, Orange County Transit Authority (Orange, CA)

*March 2007 to September 2009*

Licensed Real Estate Agent, Dream Catchers Real Estate (Fullerton, CA)

*April 2007 to Present*

Coach Operator, Ominitrans (San Bernardino, CA)

*February 2002 to March*

### Education and Training

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University of Phoenix

- Business Management Bachelor's Degree or equivalent

### Professional Skills & Award

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- Commercial Drivers License
- TSI Certificate
- Road Supervisor Certificate
- ETP Examiner Certificate
- Reasonable Suspicion Certificate
- Proficient in Microsoft Word, Excel, and PowerPoint

# Josh Orellana

## Maintenance Manager

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*Mr. Josh Orellana is the proposed maintenance manager for the Operation and Maintenance of Public Transit and Transportation Services for the City of Calabasas.*

### Summary of Qualifications

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- Bilingual (English and Spanish)
- ASE Certified (Brakes and Electrical)
- Strong troubleshooting skills
- Excellent knowledge of vehicle repairs and service tools and equipment

### Experience

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#### Maintenance Supervisor, MV Transportation, Inc. (Van Nuys, CA)

*2004 to Present*

- Supervise four A Level, B Level and C Level maintenance technicians
- Responsible for preventive maintenance and repair of gasoline and CNG fleet comprising more than 200 vehicles
- Responsible for parts and fuel ordering for a 200+ bus shop
- Responsible for diagnosing and repairing gas engines
- MDT's Voice and Radio Communication installations
- Responsible for maintenance shop safety/compliance
- Responsible for fleet interior/exterior cleaning schedules
- Responsible for facility sanitation/cleanliness
- Familiar with various diagnostics systems (Ford Install, AC/Delco, Cummins)
- Responsible for PM compliance

### Education

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- Automotive Technician Certificate, L.A. Automotive Training Center, Los Angeles CA, 2004
- L.A. Valley College, Van Nuys CA, 2002–2004

# Adriann Sanchez

## Accounting Clerk

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*Ms. Adriann Sanchez is the proposed accounting clerk for the Operation and Maintenance of Public Transit and Transportation Services for the City of Calabasas.*

### Experience

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#### **Accounting Clerk, MV Transportation, Inc. (Thousand Oaks, CA)**

*2014 to Present*

- Reconcile ticket sales
- Prepare various financial reports for management
- Complete data entry for payroll
- Print payroll checks
- Research and resolve outstanding invoices
- Process accounts receivable
- Prepare deposits

#### **Booking Representative, Marlin Leasing (Philadelphia, PA)**

*2012 to 2013*

- Set up leases for business by reviewing documentation
- Proofed and made corrections in system to commence leases
- Converted information listed on financial paperwork to data in Marlin's software systems
- Tracked the performance of approved transactions.
- Prepared source data for computer entry by compiling and sorting information and establishing entry priorities
- Processed customer and account source documents by reviewing data for deficiencies
- Resolved discrepancies by using standard procedures or returning incomplete documents to the appropriate personnel for resolution

#### **Homemaker 2008 to 2012**

#### **Executive Assistant, LS Business Services (Raleigh, NC)**

*2008*

- Assisted with bookkeeping
- Entered journal entries into the General Ledger
- Completed Deposits
- Tracked expenses in MS Excel
- Processed accounts receivable
- Maintained office schedules
- Maintained office equipment by completing preventive maintenance
- Maintained and ordered office supplies

# Adriann Sanchez

## Accounting Clerk

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- Answered phones / scheduled appointments
- Applied all payments and denials to patient accounts
- Processed mail

### **Collector, Certified Call Center (Burlington, NJ)**

*2006 to 2008*

- Requested payment from customers at home, place of employment or cell phone
- Assisted customers with payment arrangements
- Applied payments received via Western Union or money order
- Processed credit card payments
- Prepared and maintained customer balance reports in excel
- Prepared correspondence with Attorneys and Debt Consolidation companies
- Answered and directed telephone calls

### **Senior Billing Specialist, Radian Services (Philadelphia, PA)**

*1998 to 2006*

- Supervision of 3 accounting staff members
- Reviewed customer contracts to assure compliance with billing
- Ensured timely submission of billing reports
- Performed past due account collections on a business to business basis
- Researched and reconciled disputed/inaccurate invoices
- Analyzed payment structures
- Provided ad hoc reports to various levels of management
- Responsible for the management of high profile accounts
- Implemented the use of MS Access to streamline the invoicing process
- Assisted mortgage acquisition/delivery specialist with servicing and due diligence of loans
- Basic knowledge of RESPA
- Assisted in the preparation of the bi-weekly payroll for 500 contract underwriters
- Assisted four contract underwriters

## **Education**

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### **Kaplan University**

- Associate in Applied Sciences for Business Administration with a concentration on Small Business
- Currently enrolled

### **Computer Skills**

- Word Processing                      Microsoft Word, Lotus Word Pro, Word Perfect, MS Works

# Adriann Sanchez

## Accounting Clerk

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- Spreadsheets      Microsoft Excel, Lotus 1-2-3
- Databases         Microsoft Access, AS400
- Email               Lotus Notes, Microsoft Outlook
- Other                Spoolview, PeopleSoft, Adobe Acrobat Reader and Writer, Solomon

# CERTIFICATE OF GOOD STANDING

# State of California Secretary of State

## CERTIFICATE OF STATUS

**ENTITY NAME:**

MV TRANSPORTATION, INC.

**FILE NUMBER:** C0905601  
**FORMATION DATE:** 12/18/1978  
**TYPE:** DOMESTIC CORPORATION  
**JURISDICTION:** CALIFORNIA  
**STATUS:** ACTIVE (GOOD STANDING)

I, ALEX PADILLA, Secretary of State of the State of California,  
hereby certify:

The records of this office indicate the entity is authorized to  
exercise all of its powers, rights and privileges in the State of  
California.

No information is available from this office regarding the financial  
condition, business activities or practices of the entity.



IN WITNESS WHEREOF, I execute this certificate  
and affix the Great Seal of the State of  
California this day of April 15, 2016.

A handwritten signature in black ink, appearing to read "Alex Padilla".

ALEX PADILLA  
Secretary of State

# 2. Scope of Services

## 2. Scope of Services

### 2.1. Service Needs Summary

#### Project Understanding: Our Partnership Works

The City of Calabasas has released a request for proposals (or, "RFP") for the operation and maintenance of public transit and transportation services, referred to herein as "Public Transportation Services" or "Services". The City provides nine (9) fixed routes and one (1) fixed route trolley service, all available to the general public. The trolley service provides free transportation to twenty seven (27) locations citywide.



MV has remained the City's partner operating and managing these services since 2011. In coordination with the City's contracted paratransit provider, the company has worked to ensure professional customer-facing representation, quality service consistency, and high customer satisfaction while maintaining the City's performance expectations.

#### Our Partnership is Built on Trust

In choosing a partner for the next contract term, MV offers assurance of a smooth continuation of services without a costly and disruptive transition – allowing the time to focus on building our partnership with new service amenities. All the while, the City can continue to rely on a trusted team who is focused on service excellence and safety.

Proposed herein, Mr. Zack Dokmaji will remain the general manager of these services. With 16 years of management experience, Zack is committed to helping the City continue to achieve service excellence. Zack's record of accomplishment is marked by a number of impressive service achievements:

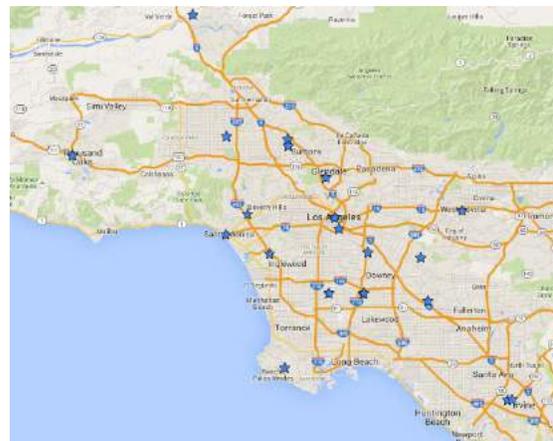
Data Tracked	Results
<b>Safety AFR</b>	With an average preventable incident frequency rate of reportable incidents meeting NTD thresholds of 0.64 per

Data Tracked	Results
	200,000 miles, MV has experienced no preventable incidents since 2011.
<b>CHP Audits</b>	MV has passed all audits with satisfactory ratings throughout the entire five-year contract term.
<b>FTA/NTD Audits</b>	MV has passed all FTA/NTD audits with no findings throughout the entire five-year contract term.
<b>Miles Between Road Calls</b>	In the past 3 years, MV has averaged 26,448 miles between road calls with the current Calabasas fleet.
<b>Liquated Damages (LD)</b>	No LD's have been assessed against MV during the entire five-year contract term.

In addition to the ongoing commitment of Mr. Dokmaji, MV is proposing Ms. Tyra Ramsay to serve its safety and training manager for the Calabasas public transportation services. Tyra has experience managing and coaching more than 350 operators, and she will coordinate all classroom, behind the wheel, and cadet training, as well as perform retraining, managing and MV's compliance with FTA and DOT standards. She will be also lead MV's safety program, including the use of its new technologies.

With the DriveCam monitoring system in place, in the new term, MV will extend its commitment to a safety and reliability with the addition of the Mobileye collision avoidance system. Mobileye is a proven tool that has reduced collisions at MV's Philadelphia operation by more than 19 percent. This technology alerts the operator of impending collisions, allowing time to recover and avoid an incident. Together, DriveCam and Mobileye work together to identify poor operator driving behaviors while preventing on-road incidents before they occur.

Finally, the City can be assured that service will remain reliable – because it is supported by MV's significant presence in the area. With more than 20 contracts in the Los Angeles area and 100 contracts within the State of California, MV is positioned to provide additional labor, equipment, or supplies at a moment's notice. MV operates other services in the near vicinity of the City of Calabasas in Thousand Oaks, Westlake Village,



Moorpark, Agoura Hills, Oxnard, Heritage Valley, Sylmar, Glendale, Burbank and Van Nuys- all of which can assist this contract as needed. No other firm can provide this type of support for the City and its operations of transit services. Moreover, this presence ensures expertise in local, state, and federal government procedures, regulations and reporting requirements, including a thorough knowledge of CHP requirements.

Mr. Fadi Chakbazof, senior vice president will remain responsible for overseeing MV's compliance with the terms and conditions of the contract. Fadi will monitor service quality and confirm that MV is living up to the promises made in this proposal.

Leading a regional support team assigned to this contract (identified below), Fadi and has authority over resource commitment and oversight. He will continue to visit the Calabasas operation at least quarterly or more frequently as needed.

Regional Team Member	Area of Support
<b>Hector Vargas, Director of Safety</b>	State, local and federal laws and regulations
<b>Kenny Pouncey, Director of Maintenance</b>	Emissions, air, and pollution, OSHA regulatory compliance
<b>JoAnne Harrison, Director of Accounting</b>	Reporting, accounting, budget adherence

### Our Partnership is Valuable

With a team of highly qualified and focused managers, as well as extensive support, this plan offers the City an extremely high value service at a fraction of the cost.

The proposal contained herein contemplates continued operation from its nearby Thousand Oaks operation, with maintenance services based in Van Nuys. MV will also continue its parking agreement with Las Virgenes Unified School District (LVUSD), located at 4029 Las Virgenes Road.

MV also understands that ongoing community investment confirms service is consistent with resident's expectations. As such, Mr. Dokmaji will work closely with the City to identify areas in which MV can increase its presence – such as sponsoring community events, participating in town hall meetings, or supporting local charity drives.

From the public image perspective, MV understands that the City's interest in replacing its fleet. This is an important factor

The City will benefit from ongoing cost effectiveness, brought forth by ample existing resources.

in community image; new vehicles would elevate the appearance of the service and better serve passenger expectations.

When the City decides it is ready to procure new vehicles, MV can work with the City to determine the best possible option for the service, based on ridership trends and capacity expectations. As a national contractor, the company offers significant purchasing power through established vendor relationships. These national accounts make way for affordable and quick vehicle and equipment procurements.

### **Our Partnership is Evolving**

As the service evolves, the City's partner must be flexible to adjust to ongoing service needs, bringing new ideas, new technologies, and new best practices to the table.

MV is excited to continue to assist in evolving this service, and offers the City the continuity, flexibility and responsiveness to meet any changing service needs throughout the term. For example, if the City determines it is in its best interests to combine fixed route/trolley and dial-a-ride services under one contractor, MV offers expertise establishing and operating multimodal services.

**MV's use of both  
trusted and new  
technologies  
ensures dynamic  
and state of the  
art operations.**

Likewise, MV brings innovation and automation to its operations – providing a unique data-driven process that deliver customer focused service.

In addition to the safety technologies defined earlier, MV will continue to provide the TimePoint AVL system for Line-1 fixed route service. This system provides immediate information regarding the bus location during all hours of service.

Ongoing, MV will provide the City with options for incorporating new technologies, while exploring new methods of improving service through best practices in technology use. An ongoing resource to the City, MV's corporate IT team is able to provide demos from its other locations, and discuss the benefits associated with each.

## 2.2. Service Plan

### a. Fixed Route

#### Operator Check In

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When the operator reports to 4029 Las Virgenes Road, he or she checks in with the lead operator. The operator will radio the dispatcher who will mark the operator as present. The dispatcher will inform the operator his or her vehicle assignment, provide any written notices regarding service adjustments, changes, or announcements. Lead operators will perform a “fit for duty” review of each operator. This review includes a uniform check, reasonable suspicion evaluation, and a review of each operator’s license.

#### Daily Vehicle Inspections

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The operator will proceed to his or her vehicle. When the operator arrives at the vehicle he or she will initiate the daily vehicle inspection (DVI, or “pre-trip”) using MV’s standard pre-trip inspection forms. All areas of the vehicle that are inspected and all results must be documented.



During peak pullout periods, at least one (1) lead-operator is in the yard to oversee the DVI process.

This person will monitor operators as they perform these inspections, respond to any questions operators may have, and ensure a timely and coordinated pullout.

If the operator detects an issue with the vehicle that presents a safety hazard and will prevent the vehicle from leaving the yard and entering service, the operator will notify dispatch, who will contact the on-duty mechanic. The mechanic will determine if the vehicle should be pulled from service (for example, the brakes are not operating properly).

If the vehicle must be pulled from service, the mechanic will communicate the change to the dispatcher, who will assign a backup vehicle to the operator. The mechanic will arrange for the transport of the vehicle to the shop.

If the operator does not detect a safety related defect that would prevent the vehicle from entering service, the operator will notify dispatch as he or she departs the yard and proceeds to the first stop.

## **Dispatch and Route Initiation**

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A dispatcher will be on during all hours of service to respond to issues and monitor service.

Upon arrival at the first stop the operator will check the scheduled time to ensure they are not ahead of schedule. If the operator is early, he or she will not leave the stop until the first scheduled departure time.

The operator will proceed to the next stop at the scheduled departure time. MV's dispatch team will continually monitor service delivery in order to quickly resolve any issues that arise.

## **End of Operator Shift**

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When the operator has completed his or her shift, he or she will notify dispatch and head to the yard.

The operator ending his or her shift will perform a walkthrough of the vehicle to collect any items left on board and dispose of any trash. Then the operator will perform a post trip inspection.

## **Standby Operators and Backup Service**

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MV's supervision, safety, and maintenance programs minimize the number of delays, preventable incidents, and roadcalls experienced in the system; however, MV's team is prepared for these unfortunate events should they occur.

A core component in service reliability is the appropriate deployment of backup service. MV's operational plan offers the following measures to ensure service reliability, minimize deadhead, and improve operational efficiency.

Standby operators are posted and are available to relieve service in the event of an operator illness, roadcall, or any incident that results in a vehicle being placed out of service for any extended period of time.

When a standby service is required, the standby operator will respond directly to the scene of the incident, and when necessary, meet the in-service vehicle in order to efficiently transfer passengers. The standby

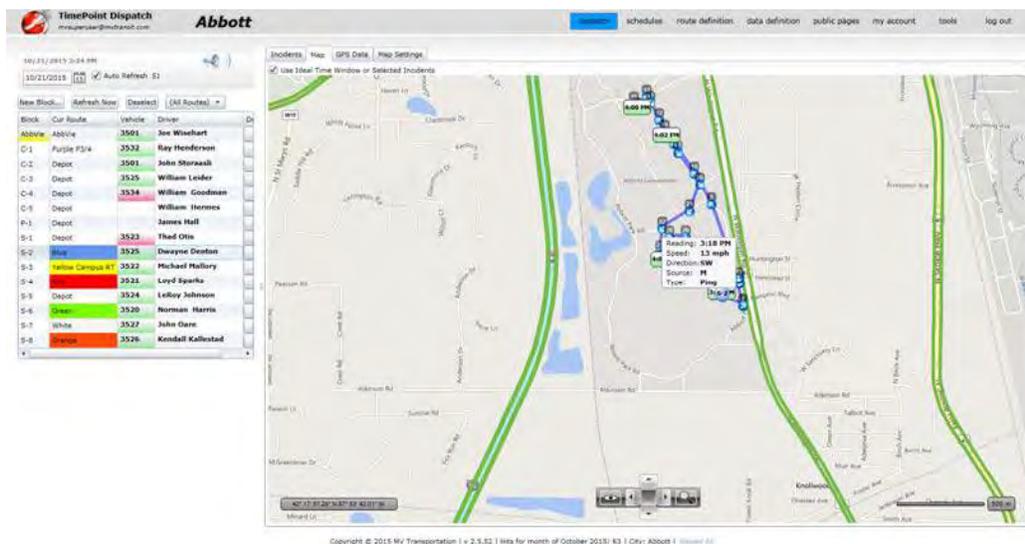
operator will continue the remainder of the route until shift end or otherwise directed by dispatch.

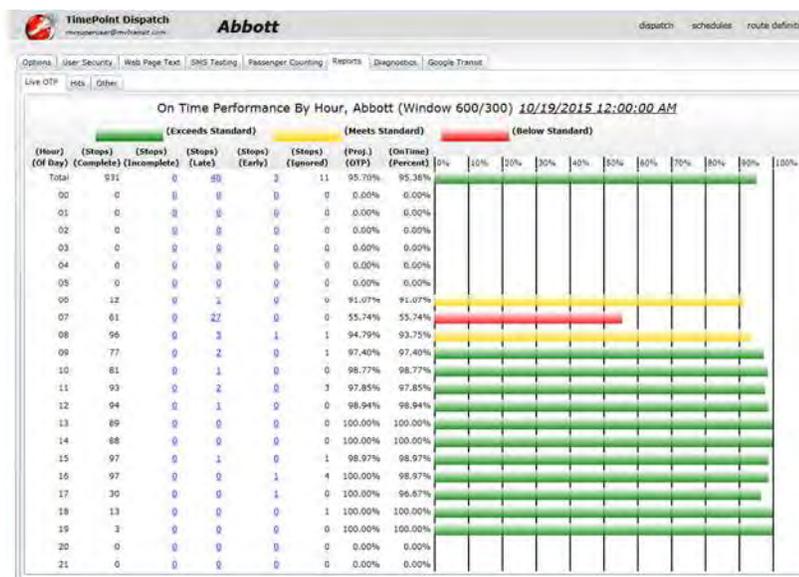
Backup vehicles are parked at the operating facility. These vehicles are available for use in the event of a service disruption such as a vehicle incident or roadcall.

## Technology Elements – TimePoint

MV provides the TimePoint Software for the Line 1 fixed route. This proprietary software provides a solution for customers seeking the convenience of live service updates, without the need to invest heavily in a full-fledged ITS system. TimePoint unites GPS and schedule data sets to present up-to-the-minute vehicle location and productivity information to all service stakeholders.

The system’s dispatch console displays route information, including maps with location and time data – offering an easy-to-use display of on-road resources. System-wide hour-by-hour on time performance is displayed on an easy to read chart that allows users to drill down to the detail of the stops.





TimePoint offers standard system reports (by route, by hour, by operator, and summaries), including those for on time performance, boardings, dwell times, headways, and speed.

## Road Supervision

Road supervisors are responsible for the dissemination of critical information, such as service changes and system announcements to the operator team. They serve as the go-to resource in the field for MV's operator team.

They perform incident investigations, administer drug and alcohol testing procedures, respond to roadcalls, and resolve passenger disputes as needed. Based on their findings for these various activities, the operations manager will administer progressive discipline.

Road supervisors will perform operator evaluations to ensure that each operator is safely and correctly performing his or her job. Road observations are performed discreetly (and unannounced) without disruption to service, and include the following review types:

- **Observed Ride Checks:** Observed ride checks are on-board evaluations of an operator's customer service and safety skills. Areas that are evaluated include safe vehicle operation and professional passenger interaction. During this check, the operator's credentials are checked to ensure proper certifications are up to date and in the operators' possession.

- **Unobserved Service Checks:** Unobserved service checks are random inspections that assess operators' driving and safety skills from the road. Road Supervisors perform these checks from their service vehicle (following the operator). Operators typically are unaware that these evaluations are being performed.
- **Mobility Device Securement Spot Checks:** These random inspections are on-vehicle reviews of an operators' ability to safely and properly secure a mobility device. The supervisor meets the operator at a location where a passenger using a mobility device is being picked up, boards the vehicle, and closely observes the manner in which the mobility device is secured.
- **Pullout Inspections:** Pullout inspections are unannounced and occur daily. A supervisor that is stationed in the yard confirms that the operator is in proper uniform, has the appropriate credentials on his or her person, and is prepared for service that day. The supervisor then checks the vehicle to confirm it is clean and ready for service.

#### (i) Maintenance Program

This section serves as MV's maintenance plan for the Calabasas services. If the City awards MV this contract again, the company will continue to base its annual FTA-required maintenance plan on this narrative. MV will continuously develop this document, which will serve as a "living document"; MV will update it as needed and review it annually for compliance to new rules, regulations, and laws, in partnership with the FTA.



MV will continue to perform all maintenance activities at its Van Nuys facility.

#### Purpose

This specific document outlines the maintenance program for MV Transportation, Inc., employed by the City for the provision of services to the Calabasas system. MV considers all information, standards, and guidance provided within to be its responsibility.

The purpose of the Vehicle Maintenance Plan is to develop a consistent, ongoing system of maintenance procedures and guidelines, to which it will reference to ensure the highest quality maintenance program, and to maintain a fleet while minimizing service interruptions and road calls. In doing so, MV will provide safe, clean, and dependable equipment at the lowest cost possible.

### **Policies, Goals and Objectives**

A primary focus on the vehicle maintenance plan is its use in the evaluation and monitoring of MV's maintenance operations. This program sets forth the performance areas and measurements that serve as the standards for MV's contract compliance. These standards comply with MV and City policies, goals, and objectives; industry standards; and accepted maintenance procedures – including training functions.

This maintenance plan will be a blueprint for MV's maintenance department; the information included herein outlines the responsibilities of MV and its maintenance team. This plan is not a policy manual; however, it will work in conjunction with MV's maintenance policy manual, and related maintenance and safety programs. MV's policy manual, and related maintenance and safety programs are available upon request.

### **Objectives for this Contract**

Based on MV's experience operating this service, the City's RFP, and MV's best practices, the company has developed the following preliminary goals and objectives for its Calabasas services maintenance department. Please note these goals and objectives are subject to change based on City and MV recommendations.

#### **Objective #1 - Meet or exceed industry standards for maintenance performance indicators.**

- Road calls will be reported to the City on a monthly basis. Road call performance is measured as a ratio of total miles driven, where the standard is no less than 1 road call per 10,000 miles.

- MV will maintain an adequate level of vehicles in-service. This will be measured as a ratio of in-service vehicles per mechanic.
- MV will maintain an adequate level of vehicle service personnel. This will be measured as a ratio of in-service vehicles per mechanic.
- MV will maintain an adequate spare ratio based on anticipated total fleet requirements (where total fleet is peak requirements, plus incidental needs such as scheduled maintenance, marketing, training and safety, accident repair, major overhaul and spares to facilitate planned rebuild projects). Spare ratio is measured as a percentage of spares to the anticipated total fleet requirements.
- MV will track engine and transmission wear through oil sampling; this is measured during every oil change.

### **Objective #2 - Continue Appropriate Inventory Control and Management Activities**

- MV will maintain an adequate parts inventory. MV measures parts inventory as a per-vehicle dollar amount, where the amount will not exceed \$500 for light buses.
- MV will establish and maintain minimum and maximum inventory levels, and purchase parts in order to maintain this standard. MV will use the Trapeze EAM ("T-EAM") system to set and manage these thresholds when purchasing parts.
- MV will conduct a physical count of inventory at least twice per year. MV will measure its performance in this area based on the recorded book value of parts.

### **Objective #3 – Setup and Maintain Preventive Maintenance**

MV will ensure all inspections are performed on-time, pursuant to its preventive maintenance schedule. On-time performance will be measured as a percent of preventive maintenance inspections exceeding the FTA requirement of +/- 10 percent of the interval indicated by vehicle type/year. In total MV will achieve an on-time performance rate of no less than 90 percent at each preventive maintenance levels.

## General Maintenance Guidelines

### Daily and Periodic Maintenance

#### Fueling, Cleaning and Repair

Fueling, cleaning, and minor repair is generally conducted during evening and night hours. MV will emphasize preparing the maximum number of vehicles for daily pull-out. Examples of these activities are:

- Check engine coolant level
- Fuel vehicle
- Check engine oil level Check transmission fluid level
- Bump front and rear tires for low pressure (this is also performed as part of the operator's pre-trip inspection)
- Clean interior and inspect for graffiti, cut seats, glazing, lights, fire extinguisher, mirrors, and body for damage or defects
- During servicing, make observations of air pressure, transmission, brake operation, and lights
- Record all fluids additions
- Record hubometer/odometer readings
- Report all observed defects for correction
- Clean exterior as scheduled
- Inspect buses scheduled for safety/brake checks, drain air tanks of condensation as scheduled
- Repair buses reported by service personnel for defects; test to confirm repair
- Route any buses reported with minor defects (by operators) for repair; test to confirm repair
- Repair buses that failed in service (i.e., road calls) and tested to confirm repair



- Park buses in appropriate locations; place buses without defects in the area ready for service; place buses with defects in the area for repair operations.
- Record all repairs in Maintenance Information System (MIS)
- Park cleaned and repaired buses that are ready for service
- Buses that cannot be repaired prior to morning pull-out are held out of service for continued repair

### Unscheduled Repairs

During the day, MV will perform unscheduled repairs daily, as the need presents. These include the circumstances described below:

- When a vehicle fails in-service, MV will return the vehicle to the garage for diagnosis and repair; or, mobile mechanics will repair it in the field.
- Operators may report defects when they return to the garage during scheduled pull-ins. Mechanics will check these defects prior to afternoon pull-out.
- MV will repair any accessible equipment failures promptly – no vehicle will enter service without a working lift. MV will maintain available lift-equipped vehicles to ensure it meets all services levels adequately.

**MV will maintain  
all accessible  
bus features in  
proper working  
condition at all  
times.**

### Intermediate Maintenance

Mechanics must perform lubrication and inspections to ensure that the vehicle is in operating condition without failure or wear-out of components. Examples of actions are as follows:

- MV will clean buses after each inspection. This includes interior cleaning, exterior washing, engine, and chassis washing.
- Mechanics review all previous defect reports to determine areas requiring special attention (including body damage).

- Mechanics inspect all major systems (such as engine, A/C, windows, transmission, doors, chassis, seating and wheelchair lifts). Typical inspection checklists are available upon request.
- During preventive maintenance inspections, mechanics perform all lubrication and change of various fluids based upon mileage.

### **Periodic Unit Removal and Replacement (Predictive Maintenance)**

MV schedules preventive maintenance in a manner that minimizes road failures due to lifetime unit failure. When possible, MV will plan the replacement or rebuilding of a vehicle component based on a periodic schedule. The benefits of this approach include:

- Reduced unscheduled maintenance;
- Minimized downtime and reduced costs due to planned parts and material procurement;
- Reduced need to inspect and test “wear out” components; and
- Reduced overall cost of the overhaul

## **Inspections and Scheduled Maintenance Activities**

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### **Daily Maintenance and Vehicle Inspections**

#### **Pre-trip**

Each day, operators perform daily vehicle inspections prior to entering service. This 12-minute inspection covers the following items:

- Condition of tires, wheels, rims, and lug nuts\*
- Fluid levels (engine and transmission oil, cooling, windshield washer, brake fluid, and power steering)
- Condition of battery terminals
- Under vehicle leaks\*

- All glass and mirrors are in good condition and without chips or cracks\*
- All lights are operational (headlights\*, clearance lights and reflectors\*, turn signals, backup lights and alarm, emergency flashers\*)
- Air conditioner and heating, and defroster/defogger is operational
- The vehicle is clean, cushions and seatbelts are secure\*
- Windshield wipers, washer, radio horn, passenger door are all operational\*
- Registration and insurance is valid and registration is visible
- Brake pedal\* and parking brake are operational (airbrakes operate within the minimum and maximum pressure thresholds)
- Steering wheel is secure, gearshift is tight\*
- On-board safety kit is stocked and complete (first aid, reflectors, fire extinguishers\*, accident packet\*, and body fluid kit\*)
- Lift is operating in both electronically and manually, and is free from leakage\*
- Lift interlock is operating properly\*

Note items marked with asterisks (\*) are re-inspected during walk-around mid-trip inspections, during shift changes.

### Post-trip

Upon return to the yard, the operator performs a 5-minute post-trip inspection, which requires re-inspection of the following items:

- Condition of tires, wheels, rims, and lug nuts
- Under vehicle leaks
- All glass and mirrors are in good condition and without chips or cracks
- All lights are operational (headlights, clearance lights and reflectors, turn signals, backup lights and alarm, emergency flashers)

- Air conditioner and heating, and defroster/defogger is operational
- The vehicle is clean, cushions and seatbelts are secure
- Windshield wipers, washer, radio horn, passenger door are all operational
- Brakes pedal is operational
- Steering wheel is secure, gearshift is tight
- Fire extinguisher is fully charged
- accident packet, and body fluid kit are present and accessible
- Lift is operating in both electronically and manually, and is free from leakage
- Lift interlock is operating properly

### Defect Repair

If the operator detects a safety hazard that prevents the vehicle entering service, the operator will notify dispatch, who will contact the on-duty mechanic. The mechanic will determine if the issue can be quickly rectified or if the vehicle should be pulled from service.



The mechanic performs an initial assessment of the issue to determine its severity and if the vehicle can be repaired in time for pullout (for example, a bulb or fuse replacement), or if the vehicle needs to be placed out of service (for example, the wheelchair lift is not cycling.)

If the mechanic must place the vehicle out of service, he or she will initiate the lock out tag out process and the dispatcher will assign a standby vehicle to the operator.

### Preventive Maintenance Program

A strong preventive maintenance (PM) program minimizes vehicle downtime and supports MV's goal of scheduling more than 80 percent of all maintenance activities.

Mid-level technicians typically perform preventive inspections and repair within 500 miles of the required interval (or pursuant to contractual requirements). As inspections are due, MV's maintenance manager will schedule service during off-peak hours in an effort to maximize fleet availability during times of highest service demand. Sample schedules are provided below;

The company's systemic approach to vehicle care places a focus on preemptive care, and seeks to minimize reactive repair.

### Alternative Fueled Vehicle Preventive Maintenance Cycle

Inspection	Interval	Description
A	3,000 (safety)	<ul style="list-style-type: none"> <li>▪ Vehicle interior and exterior inspections (lights, safety equipment, etc.)</li> <li>▪ Air brake test</li> <li>▪ Door and lift operation/cycle</li> <li>▪ Road test (engine, transmission, brake, steering)</li> <li>▪ Undercarriage (shocks, brake lines, filters, air lines, drive shaft, etc.)</li> <li>▪ Engine compartment (fluid and leak inspection)</li> <li>▪ Clean/check battery and cables; fire suppression system inspection</li> </ul>
B	6,000	All A level tasks plus: <ul style="list-style-type: none"> <li>▪ Oil and filter change</li> <li>▪ HVAC (Freon level, filter change, function test)</li> </ul>
C	18,000	All A and B level tasks plus: <ul style="list-style-type: none"> <li>▪ Fire suppression inspections (semiannual)</li> <li>▪ Fire wire inspection</li> <li>▪ Blow out lines</li> <li>▪ Gas sensors test</li> </ul>

Inspection	Interval	Description
D	36,000	All A, B, and C level tasks plus: <ul style="list-style-type: none"> <li>▪ CNG Tank inspection*</li> <li>▪ Air dryer rebuild</li> <li>▪ Differential fluid change</li> <li>▪ HVAC (leaks, filters, temperature checks, function inspections, brushes and fan motor condition)</li> </ul>

\* All technicians will be qualified and provided the necessary training to perform visual tank inspections.

### Diesel Fueled Vehicle Preventive Maintenance Cycle

Inspection	Interval	Description
A	3,000 (safety)	<ul style="list-style-type: none"> <li>▪ Vehicle interior and exterior inspections (lights, safety equipment, etc.)</li> <li>▪ Air brake testing</li> <li>▪ Door and lift operation/cycling</li> <li>▪ Road test (engine, transmission, brake, steering)</li> <li>▪ Undercarriage (shocks, brake lines, filters, air lines, drive shaft, etc.)</li> <li>▪ Engine compartment (fluid and leak inspection)</li> <li>▪ Clean/check battery and cables</li> <li>▪ Fire suppression system inspection</li> </ul>
B	6,000	All A level tasks plus: <ul style="list-style-type: none"> <li>▪ Oil and filter change</li> <li>▪ HVAC (Freon level, filter change, function test)</li> </ul>
C	24,000	All A and B level tasks plus: <ul style="list-style-type: none"> <li>▪ Fire suppression inspections</li> <li>▪ Inspection of fire wires and blow out lines (semiannual)</li> </ul>
D	48,000	All A, B, and C level tasks plus: <ul style="list-style-type: none"> <li>▪ Air dryer rebuild</li> <li>▪ Differential fluid change</li> <li>▪ HVAC (leaks, filters, temperature checks, function inspections, brushes and fan motor condition)</li> </ul>

## Gasoline Fueled Vehicle Preventive Maintenance Cycle

Inspection	Interval	Description
A	3,000	<ul style="list-style-type: none"> <li>▪ Vehicle interior and exterior (lights, safety equipment, etc.)</li> <li>▪ Brake testing</li> <li>▪ Door and/or lift/ramp operation/cycling</li> <li>▪ Road test (engine, transmission, brake, steering)</li> <li>▪ Undercarriage (shocks, brake lines, filters, air lines, drive shaft, etc.)</li> <li>▪ Engine compartment (fluid and leak inspection)</li> <li>▪ Clean/check battery and cables</li> <li>▪ Steam clean/pressure-wash engine</li> <li>▪ Lubrication, oil and filter change (unless vehicle manufacturer recommends a different interval)</li> </ul>
B	12,000	All A level tasks plus: <ul style="list-style-type: none"> <li>▪ Fuel filter change</li> </ul>
C	24,000	All A and B level tasks plus: <ul style="list-style-type: none"> <li>▪ HVAC (leaks, filters, temperature checks, function inspections, brushes and fan motor condition)</li> </ul>

### Documentation

The mechanic performing the preventive inspection and repairs has the hard copy of the vehicle file with him or her. The mechanic documents all preventive maintenance activities on the PM checklist. During this time, the mechanic performing the inspection repairs any minor defects noted previously identified during daily inspections (or otherwise logged in the vehicle file).

### Systems Maintenance

MV maintains all mechanical, electrical, fluid, air and hydraulic systems such that they are safe and in working conditions at all times.

### Clean Air Standards

MV performs annual emission/opacity inspections as required, to meet all applicable clean air standards and the requirements of California Air Resources Board (CARB) Voluntary Compliance Program for the City diesel bus/van fleet. This includes the maintenance and repair record for any CARB required reports.

MV will also administer the Smog Check program for City's Gasoline powered fleet and support vehicles. MV possesses all associated permits and licenses and pays all associated charges and fees.

### Heating and Cooling Systems

MV requires that its shops regulate passenger compartments to maintain comfortable temperatures at all times and under all climate conditions. During each PM inspection, the HVAC systems are inspected to ensure they are functioning and do not have leaks. The mechanic inspects the condition of all brushes and fan motors and changes the filters.

It is extremely important to maintain and operate all air conditioning systems, especially during the off-season. Operating these systems on a weekly basis at 10-minute intervals confirms appropriately lubrication of the refrigerant compressor; this prevents any leakage in the compressor shaft seal and ensures early detection of any refrigerant loss.

MV conducts seasonal HVAC inspections.

The table below represents MV's air conditioning PM cycle. A detailed inspection checklist is available upon request.

Monthly 6,000 Miles	Quarterly 18,000 Miles	Yearly Pre- Season	Check condition of or service the following:
<b>REFRIGERATION/HEATING</b>			
.	.	.	Check refrigerant change (ball floating in top receiver tank sight glass).
.	.	.	Visually inspect condition of refrigerant hoses and tubing.
.	.	.	Visually inspect for leaks of refrigerant and oil.
.	.	.	Check dry eye in the bottom receiver tank sight glass and/or liquid line sight glass for moisture content.
	.	.	Install service gauge manifold set and check system operating pressures, temperatures and suction line conditions.
		.	Check evaporator pressure regulator (EPR) valve operation.
		.	Replace liquid line dehydrator. <i>NOTE: The dehydrator should be changed anytime the system is opened.</i>
		.	*Check hot water control valve operation (when equipped).
<b>COMPRESSOR/CLUTCH</b>			
.	.	.	Visually inspect clutch armature for wear and overheating caused by slippage

Monthly 6,000 Miles	Quarterly 18,000 Miles	Yearly Pre- Season	Check condition of or service the following:
•	•	•	Visually inspect compressor drive belts for excessive wear, tension and alignment (refer to bus manufacturer and/or belt supplier for proper tension).
•	•	•	Check compressor oil level and color (1/4 – 1/2 way up on the sight glass after 15 minutes operation—X426/X430 compressor).
	•	•	Check clutch air gap.045±.005 in. (1.143 ± 0.127 mm) and surface flatness—X426/X430 compressor.
•	•	•	Check compressor oil level and color (1/2-7/8 way up on the sight glass after 15 minutes operation—4GB compressor).
		•	Steam clean compressor and clutch
		•	Check clutch coil resistance and voltage.
		•	Lubricate clutch bearing
		•	Check high pressure and low pressure cutout.
		•	Check compressor oil for acidity.
		•	Check compressor efficiency.
		•	Check compressor oil pump pressure.
<b>ELECTRICAL</b>			
		•	Check thermostat cycle sequence on all modes (e.g., cool/reheat, vent/heat).
		•	Check 125 ampere batteryless alternator excitation voltage and voltage output and inspect brushes and bearings (when equipped).
		•	Visually inspect alternator drive belts for excessive wear, tension and alignment.
		•	Clean alternator, check for signs of corrosion, and check wire connections.
	Semi-annually		Check evaporator/heater blower motor speed, voltage and amperes (all motors).
	Semi-annually		Inspect evaporator/heater blower motor brushes, commutator, bearings (brush type motors).
	Semi-annually		Check condenser fan motor speed, voltage and amperes (all motors).
	Semi-annually		Inspect condenser fan motor brushes, commutator, bearings (brush type motors).
		•	Clean control panel area and return air sensor with compressed air. NOTE: The control panel area and the return air sensor may need to be cleaned more frequently.
		•	Check boost pump (OEM supplied) motor operation, and inspect brushes (when equipped).
		•	Inspect all wires and terminals for damage or corrosion. NOTE: If corrosion is present, clean terminals with electrical contact cleaner.
		•	*Check condenser pressure switch/condenser motor high and low speed operation (when equipped).
		•	*Check freeze thermostat (when equipped).

Monthly 6,000 Miles	Quarterly 18,000 Miles	Yearly Pre- Season	Check condition of or service the following:
<b>STRUCTURAL</b>			
•	•		Inspect condenser coil for cleanliness.
•	•		Inspect evaporator coil for cleanliness.
•	•	•	Visually inspect unit for loose, damaged, or broken parts.
•	•	•	Clean or replace return air filter (more frequently if necessary).
		•	Clean condenser and evaporator drains. Make sure the evaporator drain hose check valves (kazoos) are in place and in good condition.
	Semi-annually		Lubricate evaporator fanshaft bearings
		•	Visually inspect engine coolant hose and hose clamp condition on heater coil system.
		•	Clean condenser and evaporator coils.
		•	Check engine coolant for antifreeze protection down to -30 F (-34 C) to prevent heater coil freeze up.
		•	Tighten all compressor, unit and fan motor mounting bolts and brackets (more frequently if necessary).
		•	*Check condenser air seals and air deflector (when equipped).
		•	Check evaporator blower shaft coupling adjustment and alignment (when equipped).
<i>*If applicable. **Twice monthly during air conditioning season.</i>			

### Oil Analysis

Oil analysis is an excellent way to assess equipment condition, by detecting abnormalities before major issues arise. During the preventive maintenance inspection, the mechanic will pull an oil sample and send it Titan Labs for all analyses. Titan posts results of all analyses online within 24-hours of receipt.



Reports are downloadable in PDF format and can be attached to all vehicle files for proper recordkeeping. MV can also provide the City access to online oil sampling reports.

### Mobility Lifts and Ramps

To ensure the safety of passengers in mobility devices, MV performs frequent inspections of mobility device lifts and ramps, as follows:

**Daily Inspections:** During the daily vehicle inspection each operator is required to cycle the vehicle lift to confirm proper

operation. If a lift does not cycle or cycles improperly during the DVI, the operator must notify a supervisor who coordinates repair and/or delivery of a replacement vehicle.

**PMI Inspections:** Mobility device lifts are inspected and cycled at each preventive maintenance inspection threshold. This includes the replacement of worn components, gear cleaning and adjustments in alignment as necessary.

**Annual Inspections:** MV performs annual inspections of mobility device lifts. These inspections include, at a minimum, checking for drifting, leaking cylinders, and ensuring all safety sensors are working.

No vehicle is permitted to enter service without a safe, functioning lift/ramp. If a lift fails while on route, the vehicle will immediately be removed from service and replaced.

**Mechanics  
receive online  
and on-site  
vendor training  
for lift  
inspections.**

### **On-Board Security Systems**

MV works with on board equipment manufacturers and their authorized repair shops for the ongoing maintenance of on-board security systems. MV uses the DriveCam system for this service; the company has maintained an excellent relationship with Lytx, with whom it works to repair and replace any malfunctioning units. MV stocks sufficient spare units to ensure working units on the City's fleet.

### **Smartbus and Transit Technology Maintenance**

MV employs properly trained technicians who are able to inspect, diagnose, and repair the various electronic on board systems, including but not limited to destination signs, passenger counters, AVL/GPS, vehicle health monitors should the City choose to add additional technology in the future. These devices' manufacturers provide OEM recommendations relative to inspection cycles, which will be followed to ensure proper operation at all times. MV will stock all necessary parts and materials to ensure timely repairs.

## Maintenance of Fixed Asset Equipment

MV owns several pieces of equipment that are necessary for the daily maintenance activities of the Calabasas system. The local team maintains all fixed assets in the maintenance area according to factory specifications and conditions. Each piece of equipment that has manufacturer's recommended maintenance interval shall be placed on a routine maintenance schedule, with the corresponding service interval requirements.

## Management Systems and OEM Recommendations

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### Maintenance Information Systems

MV uses the Trapeze Equipment Asset Management (Trapeze EAM, or T-EAM) fleet maintenance software to track maintenance activities, work-orders, parts, and inventory. This system is a thin client, web based interface that MV's maintenance team can access from one or more workstations in the shop. The software integrates with a myriad of systems including fuel management and inspection tools.

It is of utmost importance that a proven maintenance information system (MIS) is in place; these systems control labor and material costs and help facilitate policy and procedure. The T-EAM system can identify labor and material costs to specific job procedures and maintenance functions.

### Purchasing and Inventory Control

In order to purchase parts at a fair market value and stay within budget, MV has established a number of national accounts with vehicle manufacturers and parts dealers. These accounts are negotiated on a volume discount price structure, which deliver the most efficient pricing to MV and its customers.

**MV follows all  
OEM specifications  
and uses only OEM  
parts (or  
equivalent).**

Using OEM parts (or equivalent) prevents safety hazards while promoting best practices. OEM practices minimize the frequency of unscheduled maintenance, thus improving service quality, reducing costs, and maximizing fleet availability.

MV tracks all parts inventories and use in T-EAM. MV will establish minimum and maximum inventory thresholds; these levels are entered in the T-EAM system, which is used to run inventory reports to alert MV's personnel of parts needs.

### **Use of Manufacturer Maintenance Manuals and Recommendations**

MV follows the recommendations of the original equipment manufacturers (OEM) and purchases OEM (or OEM accepted) parts. An essential part of this process is the use of manufacturer maintenance manuals. The company evaluates OEM carefully when developing the specific maintenance intervals and practices in the bus maintenance plan.

MV follows the manuals prepared by bus and component manufacturers, ensuring best in class maintenance practices, and following the specific guidance and instructions for trouble-shooting, removal, overhaul and repair and replacement of components. These manuals are available in MV's shop, and are appended as needed to include updates and service bulletins.

MV works with local vendors and manufacturers to provide equipment-specific training. Additionally, MV subscribes to manufacturers' dealer support web sites and uses web-based maintenance information and technical service bulletins that may be available on a specific chassis or application. These subscriptions include Ford Motor Company, AC Delco (General Motors Products), Cummins Quick Serve, Ricon, and Braun wheelchair lifts.

## Warranty Repair

MV will administer warranties, including documenting, filing, and processing claims. Proposed Lead Mechanic Richard Furlong will manage all warranty recovery and ensure that MV performs covered repairs in a timely fashion. MV works with local dealerships for warranties associated with chassis work requiring OEM components. Additionally, a certified dealer for both Braun and Ricon, MV can perform all warranty repairs and access all technical data and updates for these lift units. This expedites repairs and ensures lifts are in superior working condition.

MV is authorized by Ford Motor Company to do in-house warranty work. MV will submit to Ford for reimbursement of in-house repairs, saving vehicle downtime.

The company performs warranty repairs to vehicle body, doors, electrical, seating, flooring, etc. using the prescribed warranty procedure. The maintenance manager will submit claims for reimbursement upon completion of repair. MV tracks all warranty repairs in T-EAM.

## Overhauls and Repairs

### Major Repairs

MV typically identifies one or more local vendors from which it purchases rebuilt engines or in-chassis overhauls. Depending on the local resources available, and their associated costs, MV will determine the most advantageous approach; however, when possible MV prefers to purchase rebuilt engines.

MV either purchases rebuilt transmissions or works with local vendors to rebuild existing transmissions. MV's maintenance team handles all transmission removal and replacement/installation.

It is always best to replace the engine or transmission with new or rebuilt unit, so that a warranty is available replaced component.

## Body Repair

The cosmetic condition of MV's vehicles directly affects passenger confidence in the system. Well-maintained vehicles; clean, intact upholstery; interiors and exteriors free of graffiti; and clean windows, stanchions, and seats all contribute to the public's confidence in using public transportation.

Expeditious body repair eliminates hazards, assures passenger comfort, and reinforces the operators' pride in the service fleet. MV does not tolerate body damage or graffiti and will not release vehicles into service if they have excessive body damage or damage that presents a safety hazard.

During the preventive maintenance inspection or the next scheduled detailing (whichever comes first) MV's maintenance team performs all minor body repair, such as buffing out scratches, minor paint touch ups, etc. MV works with local body shops for major body repair work.

## Road Calls

When a road call occurs, the operator will pull over to a safe location and contact dispatch. Using a troubleshooting guide, the dispatcher first attempts to talk the operator through correcting the issue. If the situation cannot be resolved, the dispatch will contact on-duty technician, then patch him or her through to the operator to assess the severity of the issue. The technician will determine the following:

- **If the operator can resolve the issue himself or herself:** In this case, the mechanic will remain on the radio and coach the operator as needed until the situation is resolved.
- **If the operator requires a replacement vehicle:** In this case, the mechanic may deliver the vehicle himself/herself, or work with dispatch to send a standby operator to the field to transfer the passengers and resume the route.
- **If the mechanic must report to the field to resolve the issue and deliver the vehicle back to the yard:** In this

case, the mechanic will drive the shop truck to the location of the vehicle, and repair it at the site of the road call.

- **If a tow/wrecker service is required:** In which case, the mechanic will work with the dispatcher, who will coordinate this process.

The dispatcher will log each road call and the assigned mechanic will complete a vehicle breakdown form, which is stored in the vehicle file. MV tracks all road calls in T-EAM and calculates miles between road failures in order to identify mechanical trends areas of needed improvement.

## Vehicle Cleaning Program

All vehicles must be kept clean and free of refuse and debris at all times. The following lists are rules regarding daily bus cleanliness:

- Vehicles are swept daily at the end of each shift
- Litter and debris removal and spill cleaning
- Any graffiti and/or vandalism will be repaired upon discovery
- No food or drinks allowed on the vehicle unless approved by clients. This includes operators.
- Operators will inspect their vehicles daily to assure that there is no graffiti on the vehicles interior components. The operators will note this on their DVI report and will attempt to clean and remove all graffiti that had been placed on the vehicle for that day.

MV's subcontractor, Mobile One Enterprises cleaning company, will adhere to the cleaning program outlined by MV and the RFP.

## Exterior Cleaning

Vehicle will be washed as needed, at least once per week, to assure a clean professional looking vehicle.

- Window replacement if glass is scratched (if the glass is broken or crack, it is repaired/replaced immediately)

- All exterior body panels will be cleaned with detergent and a vehicle washing brush or run through a wash rack. This will be done to remove all road dirt, soot, and tar and oil residue on the vehicle.
- All tires and wheels will be cleaned using the appropriate brushes. This will be done to remove road dirt, and brake dust and marks from white lettering of tires (if applicable).
- All mud flaps will be cleaned.
- Wheel wells cleaned.
- Windows and mirrors will be cleaned and water spots removed.
- All lighting lenses will be cleaned, thoroughly rinsed and dried.

### Interior Cleaning

The interior of the vehicle must be clean and professional looking inside. The interior will be cleaned as needed, at least once per week

- The vehicle will be vacuumed in areas that a vacuum can be used.
- Floors will be swept and mopped. Light colored areas, such as the white standee lines and white edges of the steps should be cleaned with a stiff bristled brush to remove grime from the grooves of the rubber.
- Modesty panels cleaned with a mild detergent to remove dust, foot prints and dirt accumulation.
- Clean vinyl passenger seats with mild soap and water.
- Clean the stanchions grab rails and hand rails with soap and water. Remove all accumulated dirt, dust, grime, and oils.
- With a wet rag, wipe down the ceiling and walls, drying immediately with a dry towel. This is to remove the accumulation of dust that adheres to the ceiling and walls.
- Clean the instrument panel.
- Clean steering wheel with the use of detergent and water. This will remove the accumulation of oils and dirt.

- Instrument panel glass will be cleaned with the use of an appropriate glass cleaner.
- Graffiti, any oily prints and dust accumulation will be removed from the windows by cleaning the window with an appropriate glass cleaner.

### Quarterly Cleaning

- Deep cleaning & waxing

### As Needed Cleaning

- Fumigation
- Seat cleaning or replacement

### Record Keeping

It is critical that all vehicle cleaning be documented on a vehicle wash log and kept in the maintenance files.

### Maintenance Quality Assurance

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MV's management team will oversee the service quality of its maintenance department, and will randomly inspect the vehicles after mechanics make repairs. These reviews assess the overall condition of equipment available for revenue service.

It is important that the result of the QA evaluations be presented to management in simple, clear, quantitative terms. This information can then be analyzed to determine trends, compliance with minimum quality levels, and the need to revise or institute maintenance procedures or job procedures.

Maintenance and safety inspections are performed at various times throughout the year, at intervals that ensure ongoing quality checks and safety assessments.

- **The Monthly Facility Audit (Monthly):** MV's general manager and designated staff are required to conduct facility audits each month to ensure compliance with MV standards.
- **The Semi-Annual Audit (Semi Annual):** Director of Maintenance Kenny Pouncey will be responsible for scheduling and completing semiannual audits, using MV's maintenance audit form, with the general manager and

maintenance manager present. A review of the audit will be conducted and an action plan developed (if needed) to correct deficiencies.

- **Safety Management Inspections (Annual):** These inspections assure location compliance with regulatory and company policy requirements, and assess the overall safety of the facility. At minimum, these inspections occur annually and are conducted by the director of safety, Hector Vargas.
- **Maintenance Safety Inspection (Annual):** These inspections assure maintenance-specific compliance with regulatory and company policy requirements, and assess the overall safety of the maintenance program. At minimum, these inspections occur annually and are conducted by the director of maintenance. MV also welcomes City facility inspections.

### Regulatory Compliance

More than 95 percent of MV's contracts are with transit systems funded by federal dollars, and require that MV comply with regulatory standards set forth by agencies such as the FTA, DOT, EPA, OSHA, NTSB, among many other state and local authorities. MV is subject to audits, inspections, records reviews, and reporting as part of its operations.

## b. Communications

### (i) Radio

#### Verizon Convoy<sup>2</sup> Push to Talk Unit

MV will continue to use the Samsung Convoy 2, using the Verizon push-to-talk network; each phone has its own dedicated push-to-talk number. These rugged units offer hands-free communication between operators and the dispatch team.

MV has sufficient phones for all necessary personnel. There is unlimited coverage throughout the entire service area and Verizon Network.

This system enables MV's dispatch or management team to talk discretely to each vehicle separately or to all vehicles at the

same time. This improves one-on-one communication with operators.

MV has spare units on hand. If one should break down on a vehicle that is in service, MV's road supervisor will meet the vehicle at its next stop to replace the unit.

### Communications Procedures

All operators are trained in and are required to follow the following radio communication procedures. Operators are expected to:

- Ensure the unit is functioning properly before departing the yard at the beginning of the shift. Report any malfunction immediately to dispatch.
- Use only the provided unit, which is limited to official business; personal messages are not to be broadcast.
- Avoid using rude, vulgar, abusive, or other unprofessional language on the radio, which is expressly prohibited and may result in disciplinary action.
- Keep the volume on the unit at a level so that the operator can monitor transmissions from dispatch at all times, yet not so loud that it annoys the passengers.
- Avoid operating the unit while driving in demanding situations that will detract from safe driving, and must not attempt to use the radio or transmit while driving on a curve or through a turn, or while entering or exiting the freeway.
- Depending upon the City policy, use either the route number or bus number when calling dispatch.
- Plan messages in advance so that they are short and concise.
- If a transmission has not been heard for more than five minutes, conduct a unit test with dispatch.
- If after three minutes of trying to reach dispatch there is still no response, move the vehicle to a new location and try again. If still unsuccessful, find a telephone (land line) and call the office as soon as possible.
- Use the unit to contact dispatch immediately after an accident (however minor). Failure to do so may result in discipline up to and including termination.

- Follow all instructions from dispatch; the dispatcher is the operator's immediate supervisor while in service.
- Use the City or MV provided codes whenever possible to expedite and clarify communications.

**(ii) Telephone**

If the City of Thousand Oaks approves, in the new contract term MV will continue to use the City's Shortel connected phone line. MV will continue to reimburse Thousand Oaks monthly.

This will ensure that there is a phone system that includes multiple lines sufficient to handle the expected call volume, recording capability, and timing capability. The Shortel system is capable of pulling many reports including hold time reports.

**(iii) Internet and Intranet**

MV provides internet connectivity at its Thousand Oaks facility. The service allows day-to-day administrative work (such as payroll) and allows dispatch to view Timepoint AVL to see Line 1 vehicles live.

**(iv) Print Communications**

Inter-division and company-wide memos are posted in the lobby for employees.

**c. Customer Information**

**(i) General Information**

Ensuring consistent and clear communications with the public, MV employs a number of bilingual staff members, and MV offers the resident access to a national account with a language phone service.

General information for bus schedules and times can be found online, by calling the offices, and by picking up printed schedules on the buses.

## (ii) Status of Trip Requests

Telephones are appropriately staffed by dispatchers available to answer inquiries. For the Line 1 route, dispatch can provide real time updates for bus arrival times via phone. General information about the Calabasas services can also be found online and by picking up printed schedules on the buses.

## (iii) Emergency Information

MV has emergency procedures in place to inform all parties (including emergency assistance) and arrange for expedient resolution of any emergency.

Mr. Dokmaji is available 24/7 via telephone to City staff; and will communicate with corporate personnel when necessary.

These communications are handled primarily by telephone. A full description of MV's accident and incident procedures is available upon request, and information about MV's safety program can be found in section g. Safety.

## d. Contractor and Staff Training

### Operator Training Program

In 2010, in partnership with the leading expert in transportation safety, Avatar Fleet, MV launched its state-of-the-art training program for all operators. This training curriculum uses adult education techniques, keeping trainees engaged and interested throughout the duration of training.



The program is supported across three principal domains, *affective*, *cognitive* and *behavioral*, through a blended approach to adult learning, based on Bandura's Social Learning Theory. Under this approach, this training program focuses on positive attitude (affective), knowledge building (cognitive) and skill development (behavioral).

Classroom training includes a combination of facilitator-led discussion, DVD presentations, and short quizzes. Students actively participate in these interactive sessions, and develop their skills first in closed course skills-building activities and then under structured behind the wheel

training. Training is based on comprehensive *driving standards* that detail every aspect of safe and defensive driving.

This program offers consistent and thorough training to all new operators. Its module-based format offers trainers the necessary flexibility to provide refresher and/or abridged transition training, or customize training to address specific areas of concerns, e.g., unique service area, specific vehicle or service type, and dispatch procedures.

### Training Formats

The entire new operator training program comprises five training formats: classroom training, pre-driving skills, observation, behind the wheel, and cadet training.

Classroom:	23.50 hours
Pre-Driving Skills:	5.50 hours
Observation:	16.50 hours
Behind the Wheel:	26.50 hours
Cadetting:	32.00 hours
<b>Total:</b>	<b>104 hours</b>

#### *Classroom Training*

The instructor-led classroom training is based on an adult-learning interactive training model and uses video training modules which are reinforced by the written training/study guide.



#### **Interactive Employee Panel Training Discussion**

The video training is presented through an interactive, panel-hosted discussion led by MV personnel.

Topics include safety, defensive driving principles and techniques, hazards communication, security awareness, employee policies and procedures, employee wellness, sexual harassment, bloodborne pathogens, map reading, and on-road procedures. Detailed descriptions of the training modules are available upon request.

Testing occurs at the end of each module and at the end of classroom training with a cumulative, closed-book exam. Employees must pass with a score of 80 percent or higher in order to proceed to behind the wheel training.

### ***Pre-Driving Skills***

Designed to familiarize the student with the larger size and spacing of commercial vehicles before driving the vehicle on the street, the pre-driving skills course training requires that all students learn the use of multiple mirrors and vehicle controls.

### ***Observation***

Observation training is provided and gives students an opportunity to study the proper way to handle a vehicle. Once a student has successfully completed all pre-driving skills and observation training, they begin driving the vehicle on the street with a training instructor.

### ***Behind the Wheel (BTW) Training***

Behind the wheel (BTW) training focuses on honing specific basic driving maneuvers and skills necessary to ensure the safe operation of the vehicle under actual road operation. During BTW training, the student puts into practice what they have learned in the classroom and refines his/her driving skills with a certified trainer. During this period, the student must demonstrate mastery of 26 specific defensive driving and performance skills before graduation.

### ***Cadet Training***

After completion of the behind the wheel training, each trainee is provided with in-service cadet training with a line trainer. Operators will operate the vehicle and all on-board technology in service, and interact with the passengers on a practical level. During the training, the operator becomes familiarized with the routes, transit centers, and park and rides, and the service area as a whole.

During this period, the trainee is closely monitored and receives his/her final road and training evaluation. Any areas of needed remedial training are identified and documented.

### ***Post-Training Testing and Remedial Training***

Before a student is released into service, he/she is closely monitored and receives a final road and training evaluation. Recognizing that not every operator is one hundred percent ready to enter revenue service after the

base training program, MV offers up to 40 hours of remedial training. During the cadetting period, any areas of needed retraining are identified and administered based on this need.

## Training Highlights

### *Defensive Driving - LLLC*

All accidents have a cause, which can always be traced back to one or more people – most commonly the operator of one of the vehicles involved in the collision. This underscores the importance of an effective defensive driving training curriculum.

MV built its training curriculum upon the Triple L-C, an elegant and easy-to-memorize defensive driving course that teaches professionals *The Four Driving Principles to Safety™*:

- Look Ahead™
- Look Around™
- Leave Room™
- Communicate™

By using these four principles, operators maintain the maximum amount of room around their vehicle, improve their visibility, gain the extra time and information needed to make critical decisions while driving, and effectively interact with others on the road to prevent collisions. Developed throughout the course, these concepts provide MV's operators with everything they need to know to avoid collisions. Ultimately, the course helps operators see, think, and act their way through any driving situation.

### *Sensitivity and Passenger Assistance*

MV places great importance on operator sensitivity and safeguarding the dignity of its passengers. MV's state-of-the-art, customized ADA Sensitivity Training Program is tailored to each contract and emphasizes courtesy, understanding, and the operator's responsibility to serve all passengers, regardless of background or disability.

Practice and role-playing sessions are held with trainees to foster an experiential understanding of the challenges of navigating the system as a visually impaired passenger or as one who uses a mobility device. Video and classroom training is augmented by the involvement of representatives from the community, local advocacy groups, and care facilities.

Operator training includes the study of different types of disabilities and mobility aids so that operators properly learn how to handle each one professionally and with utmost care. Training emphasizes how passengers in mobility devices generally require a greater level of time, attention, and particular sensitivity by the operator. It explains how the proper securement of the mobility device is critical to providing a safe, enjoyable ride for the passengers. To ensure ongoing safety for passengers, training and monitoring in this area extends beyond the initial training period.

### *Customer Driven Service*

Understanding the diverse needs of its customer base, as well as its passengers, MV began work on creating a new, fully customizable customer service program to meet the specific needs of each of its services.

Created by Director of Learning and Development Leslie Gorman, Customer Driven Service is an interactive training program that bridges traditional customer service concepts and transit operations. The training redefines the hierarchy of the operation, placing the customer at the center, educates trainees on the value of a customer-centric organization, and provides trainees a roadmap to create a culture of customer service.

The training is delivered across three modules – each addressing the critical components of how customer service drives quality transportation.

- **Creating a Culture of Customer Service:** This module defines the customer and includes interactive sessions to discuss how we, as customers, want to be treated. It explains the power of making generalizations, the power of words, and how we can control the first impressions that our customer have of us.
- **Taking Care of Our Customers:** This module delves into the importance of meeting expectations, defining the seven expectations of our passenger base (reliability, safety and security, convenience and accessibility, clean and comfortable, understandable, affordably, friendly and empathetic). The session is rounded out with group exercises focusing on what we can each do to excel in customer service as we represent MV, and a discussion on how to create a positive experience for our customers.



- **Resolving Service Breakdowns:** The final module addresses conflict resolution and dealing with angry customers. It educates trainees on the five steps to resolving conflict (listen - apologize - ask what you can do for the customer - propose a solution - repeat until you find a solution that works). The training includes interactive sessions on the importance of clarity and explanation when delivering service, and provides trainees methods of exceeding customer expectations.

This training is slated for implementation this coming fall.

*Director of Learning and Development Leslie Gorman has enterprise responsibility for MV University, the company's overarching blended learning program that includes online foundational courses, competency-based employee training and leadership development. Leslie has 15+ years of field operations and executive learning & development experience including owning a multi-million dollar field operations company, built a corporate university and created the L&D functions at two international corporations. Leslie earned her Bachelors in Psychology & Business at St. Mary's University and Masters in Social Treatment and Administration at the University of Houston.*

## Dispatch/Reservations Training

MV's training program for fixed route dispatchers is designed to prepare dispatchers for effective service management. Topics include:

**Service Overview:** Training begins with an introduction to MV and the Calabasas services, followed by an overview of service and ADA regulations. This includes a discussion of employee expectations, service hours, and important phone numbers.

**Customer Driven Service Training:** This training will be provided to all dispatchers and operators. A full description of this training is provided above.

**TimePoint System Use:** During this training, dispatchers receive complete instruction in the use of TimePoint for dispatching. Combining classroom, hands-on, and scenario-based training approaches, training topics include:

- Managing delays, bunching, and out of sequence service



- Special event planning and management
- RFP training – Understanding how inaccurate reporting or assumptions can lead to contract compliance issues
- Proactive management and issue resolution – Managing and meeting contractual performance goals

**Vehicle Monitoring and Personnel Control:** This training covers the use of the rollout log, making bus assignments, use of standby, daily labor control, checking DVIs and paperwork, and reporting and troubleshooting vehicle maintenance problems.

**Operator Supervision:** Dispatchers learn about reasonable suspicion and administering FTA drug and alcohol regulations. This includes instruction in basic discipline, attendance procedures, and time clock management.

**Emergency Procedures:** This training familiarizes dispatchers with transit safety, accident/incident procedures, security and incident command system procedures, City and DOT emergency action plan implementation strategies, and communication and ensuring prompt and appropriate response. This training also prepares dispatchers for specific events, such as passenger illness on bus, natural disasters, vehicle breakdowns, severe weather, violent passengers, and other issues that may arise during service.

**Observation and Supervised Job Performance:** Dispatchers shadow a senior agent while on the job. During this mentorship training, these team members observe the dispatcher’s duties in action. After the observation period, dispatchers perform their job duties while under supervision. Dispatchers are cleared for duty when they have demonstrated sufficient understanding and competency in the components of the dispatch office, how routes interline (in order to promote successful transfers), operator efficiency, and the City’s customer service standards.

## Road Supervisor Training

In 2013, MV again partnered with AVATAR in the creation of a custom road supervisor development program. The program comprises six (6) courses designed to improve coaching ability, increase safety awareness, and ultimately reduce incident frequency and improve customer satisfaction. The training program uses an adult learning platform that addresses the following topics:

- **Observation Techniques:** This provides an overview of the training and discusses the role of the road supervisor in shaping operator

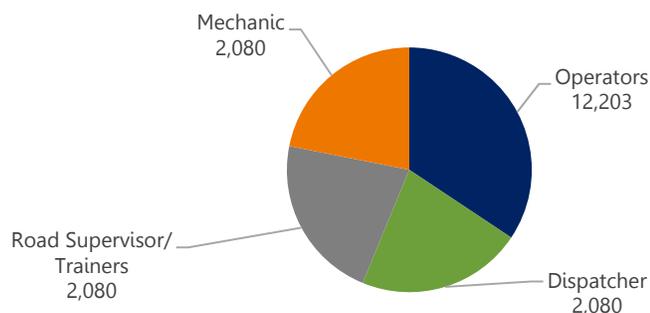
behavior. Trainees learn how to properly observe operator performance.

- **At-Risk Operator Behaviors:** Trainees learn to identify and correct behaviors that put operators at risk for accidents.
- **Teaching Triple L-C in the Field:** Trainees learn how to give specific feedback to operators about driving defensively and preventing accidents by using the Four Driving Principles to Safety. (Look Ahead™, Look Around™, Leave Room™, Communicate™)
- **Communication Essentials:** Trainees learn effective communication methods and develop skills to improve operator outcomes through increased positive communication.
- **Coaching the Professional Operator:** This course teaches trainees the basics of coaching professional operators. A distinction will be made between coaching, training, and orientation. Additionally, this course will discuss the two types of coaching as well as teach supervisors how to coach and deliver feedback.
- **Accident Investigation & Follow-Up Procedures:** Trainees learn the techniques for gathering complete, accurate and objective accident data used to arrive at true root causes and determine corrective action. They learn to further examine and analyze data as a means of preventing injuries, property damage and financial losses.

## e. Administration and Operational Resources

Please see MV's administrative and operational resources plan in section 4. Labor Hours. A summary of these hours is provided below:

Total Labor Hours



## f. Customer Service and Complaints

Expedient response to all complaints, comments, and commendations is critical to customer service excellence. When MV receives customer correspondence from the City the company makes at least three documented attempts to contact each customer filing a complaint within five calendar days in order to discuss the complaint and resolution if any, as required.

All employees are taught to exhibit professionalism and care when receiving a complaint. The company's general guidelines to handling a customer complaint are as follows:

- Actively listen and document all necessary information.
- Respond politely and patiently, taking care to appropriately document and confirm the details of the comment.
- If the comment is a complaint, inform the customer that it will be investigated, and that a supervisor may contact them directly as part of this investigation.
- Thank the caller for his or her time.

MV will immediately take appropriate actions and begin investigation of all complaints to determine validity. Complaints that are serious in nature must immediately be brought to the attention of the senior vice president and the City. Depending on the nature of the complaint either the general manager and/or senior vice president will personally handle these types of complaint investigations.

Complaint investigation includes one or more of the following actions:

- Telephone conversation with the complainant to understand the details of the complaint
- Conversation with all operators, dispatchers, road supervisors, and any other staff involved in the situation
- Review of any DriveCam clips related to the event
- Review of any call recordings relating to the event
- Review of all dispatch logs, trip sheets/manifests

All steps taken during the investigation are documented and filed. If the results of the investigation yields a validated complaint, a copy of the complaint documentation is filed in the affected employee(s) employment

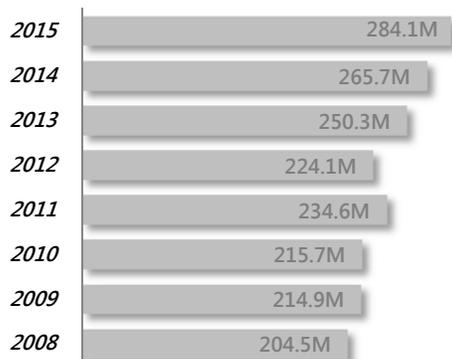
file, and a letter acknowledging the complaint and remedial steps taken is issued to the complainant.

Employees who receive repeated valid complaints will be disciplined appropriately up to and including termination of employment. A formal complaint report will be provided to the City and the complaint will be logged and submitted with all monthly reports, as required.

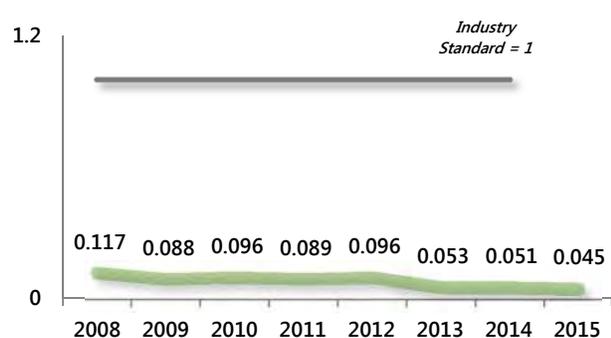
## g. Safety

In 2015, MV operated a total of 284,092,592 miles in areas of high density, extreme weather, and gridlock traffic. From the borough of Manhattan to downtown Los Angeles, to Anchorage, Alaska and Las Vegas, Nevada – MV provides passenger transportation service in some of the most challenging operating environments. MV has maintained stellar safety performance – with an accident frequency rating of just 0.045 preventable accidents that meet NTD reporting thresholds.

MV Miles Driven



MV Accident Frequency



## Safety Program

### Motivational Awards and Incentives

Employee recognition and positive reinforcement is an important part of a positive work culture and employee relations program. MV ties this critical component of its operation to safety and security by creating fun, safety-focused teambuilding activities throughout the calendar year. Competitions, contests, raffles, and parties bring MV's team together while promoting safety operating behaviors – creating an environment where safety remains the basis for the company's culture, celebration, and reward.

MV's team will work together to form either a safety committee or an employee steering committee. These groups will work together to develop

motivational awards and company events that appeal to the local team. Some examples of successful programs include:

- **No Drive-Cam 30 day contest:** All operators participate in this monthly pool. An operator without a DriveCam incident within the 30 days, qualify to participate in a raffle to receive a gift certificate for dinner, movie tickets, and Target or Wal-Mart gift cards. The recipients are also recognized during monthly safety meetings and their name is displayed on the company's service excellence announcement board.
- **Safety Challenges:** Employees that complete 30 days without a work related injury are eligible to win prizes including color TV's and iPads.

In addition, each MV location participates in MV's company-wide programs:

- **\$200 Safety Bonus:** Operators exhibiting safe driving behavior (no preventable incidents) and a strong attendance record receive a \$200 annual bonus on the anniversary of their hire date.
- **The Katherine McClary Operator Award:** This award recognizes MV's finest vehicle operators across the country. Qualifying operators must exhibit safe and professional driving behavior, a positive work attitude, excellent customer relationships skills and strong attendance record. Quarterly, annual, regional and national awards are presented and include cash prizes.
- **Safety Pins and Patches:** Operators are given safety pins and patches for each year completed without a preventable accident or injury.
- **Safety Blitzes and Other Safety Events:** MV's local management team will host safety blitzes and/or other employee events to promote safety messages.

## Safety Messages

Daily, a corporate issued safety message is published and delivered to all MV locations. Each message is posted at the location and read over the radio by dispatch. Additionally, all meetings and conference calls must begin with a safety message.



## Mandatory Safety Meetings

Safety meetings offer an opportunity to provide refresher training and address timely topics. All employees must attend this hour-long meeting each month.

Based on the size of the location, several meetings may be scheduled to accommodate operator and staff schedules. Maintenance safety meetings are held separately, and focus on maintenance safety.

All safety meeting agendas are issued by MV's safety department, and address topics in fleet safety (for example: defensive driving, wheelchair securement, adverse weather) and injury prevention (for example: drug and alcohol, back safety, bloodborne pathogens, and heat safety). Maintenance safety topics include subjects such as HAZCOM, back safety, and machine guarding.

Additionally, monthly safety tasks are assigned with the safety meeting schedule (see table below). These tasks include facility inspections, completion of annual OSHA logs, and emergency plan reviews.

All locations receive a safety meeting support packet to aid the meeting facilitator. Support packets include the meeting agenda, an outline for the meeting discussion, and supporting handouts and posters.

2016	Fleet Safety Topic	Injury Prevention Topic	Monthly Task	Maintenance Safety Topic
January	LLLC/Defensive Driving	Slips/Falls	Facility Inspection / Complete OSHA Log 2013	Emergency Action Plan
February	LLLC/Intersections & Pedestrians	Bloodborne Pathogen (operator edition)	Facility Inspection / Post 2013 OSHA 300A	Machine Guarding
March	LLLC/Right Turns & Pedestrians	HazCom	Facility Inspection	LO/TO (Lock Out/Tag Out)
April	LLLC/Left Turns & Pedestrians	Emergency Vehicle Evacuation Action Plan	Facility Inspection	Electrical
May	LLLC/Following Distance	Heat Stress	Facility Inspection / Remove OSHA 300A	Bloodborne Pathogen
June	LLLC/Fixed Objects	Back Safety Using Wheelchair Securement	Facility Inspection / National Safety	Heat Safety

2016	Fleet Safety Topic	Injury Prevention Topic	Monthly Task	Maintenance Safety Topic
July	LLLC/Securement	Ergonomics	Facility Inspection	Fire Safety/Fire Extinguisher Training
August	LLLC/Customer Service	Fatigue Management/Wellness	Facility Inspection	PPE (Personal Protective Equipment)
September	LLLC/Pedestrians & Cyclists	Injury and Illness Prevention	Facility Inspection/Review and Update Facility Emergency Action Plan (Safety Policy #21)	IIPP (Injury Illness Prevention Program)
October	LLLC/Distracted Driving	Fire Safety/Fire Extinguisher Training	Facility Inspection	HazCom
November	LLLC/Adverse Conditions/Pedestrians	Emergency Action Plan/Fire Drill	Facility Inspection	Housekeeping
December	LLLC/Defensive Driving & Recap	11 Month Review	Facility Inspection	Slips/Falls

## Certifications and Employee Development

### LLLC Certification

MV's defensive driving program, known as the Triple L-C teaches professionals *The Four Driving Principles to Safety™*: Look Ahead™, Look Around™, Leave Room™, and Communicate™. These principles reinforce operators' focus on maintaining ample room around their vehicle, while maximizing visibility and time needed to make safe operating decisions. This program has contributed to the company's declining accident frequency and improved safe behavior year over year.

### Behind the Wheel Certification

MV knows that operation safety is contingent on a strong and proven training program. The company's steadfast commitment to transit training is demonstrated in its unique approach to behind the wheel (BTW) training – the company requires that all BTW trainers are certified by MV before

being released into service. Applicants that meet the following qualifications are considered for the role of a BTW Trainer:

- Work History Review Form (Preventable accidents, Worker Compensation claims, attendance, discipline warnings, performance reviews)
- Supervisor Performance Evaluation (conscientiousness, safety oriented, tolerant of stress, excels in teamwork)
- Completion of a structured interview with the safety and training manager or operations manager

MV has experienced  
no preventable  
incidents since 2011  
in the provision of  
these services.

MV certifies BTW trainers using intense two-day training. Behind the wheel training includes:

- Group Meeting to discuss Instructor Roles and Responsibilities
- Self-Directed Courses and BTW Manual
- Certification Exam Part 1: 50-question multiple choice certification exam based on the principles and theories presented in the three self-directed courses. Candidates must achieve a minimum score of 80% to progress to the next step
- Certification Exam Part 2: a 65-question multiple choice exam to assess their general knowledge of MV Transportation performance standards and BTW learning points. Candidates must achieve a minimum score of 80% to progress to the next step
- BTW Ride Along Evaluation

## On Board Monitoring Systems

MV has included brochures for these monitoring systems following this section.

### DriveCam

MV uses DriveCam's DC3P Video Event Recorder to monitor each operator's driving behavior. This system gives insight into how operators adhere to company and law enforcement policy, and provides MV's management team the information needed to refine and enhance training.

The DriveCam Video Event Recorder (VER) is placed on the vehicle's windshield. The unit continuously monitors the operator's behavior and provides real-time in-cab feedback. Using exception-based video recording, the camera continuously records; however, data is only saved when activated by embedded sensors that measure force exerted on the vehicle (such as abrupt start/stops, sudden turns, accelerations/decelerations, speeding, and collisions). Additionally, the unit has a panic button that is pushed by the operator (in the event of an on-board incident, a passenger altercation, etc.).

When triggered, the system saves data clips for a period of 10 seconds before and 10 seconds after the event.

The event video and data (which includes views of the road ahead and of the operator) uploads to DriveCam's Risk Analysis Center where DriveCam's trained professionals analyze the events (review, score, and comment on each event) for MV's management to use in coaching operators and improving operator safety. Events are stored on a web-based portal for a 90-day period. Afterwards, all events are archived to in-house servers for historical data retention

MV has invested significantly with Lytx, and has developed subject matter experts in its corporate staff (Ms. Diana Finkle and Mr. Andrew Scott) to support MV's local team. Although an employee of Lytx, Mr. Andrew Scott is assigned full-time to MV's operations and is based at MV's Dallas, Texas headquarters. Andrew's presence within MV's DriveCam program ensures the most up-to-date programs – including reporting and training – are offered to MV's customers. This also gives MV a direct line of communication with Lytx's executive team.

### DriveCam Video Event Recorder Features:

- Onboard Posted Speed Database
- Real-Time In-Cab Feedback
- Risk Predict® Technology
- Collision Video Recording
- 4 GB Camera Storage
- Telematics
- Hotspot Mapping
- Operator-Activated Event Recording (panic button)

## Mobileye® Collision Avoidance System

MV is pleased to offer the Mobileye collision avoidance system in the new contract term. Mobileye is a windshield-mounted camera that detects other vehicles, pedestrians, and lane divisions in real time.



Mobileye mitigates the primary risk factor that leads to vehicle collisions – operator inattention. An estimated 93 percent of all accidents are a result of human error, with nearly 80 percent of all accidents resulting from operator inattention in the three seconds preceding the accident. In an estimated 40 percent of rear end collisions, no brakes were applied. Further, 60 percent of road accident fatalities are due to unintentional lane departures.

When triggered, the system will emit an auditory warning<sup>1</sup> when the following events occur:

- The vehicle operator departs from the lane
- The distance between the vehicle and the vehicle in front of it becomes too small
- A forward collision is imminent
- A pedestrian is detected
- The operator exceeds the speed limit
- This warning signals the operator to apply the brakes to avoid collisions.



## Safety Policy and Procedures

### Safety Policy Manual

MV's safety policies set forth operating guidelines that reduce workplace accidents, incidents, and injuries. MV's Safety Manual comprises more than 41 policies that address vehicle operations, regulatory compliance, maintenance operations, MSDS/ hazardous materials, operational safety practices, and facility emergency management.

Furthermore, MV issues documented Safety Guidelines that outline safety-related responsibilities for all safety, executive, and managerial/supervisory

<sup>1</sup> Additional option for haptic warning (shaking seat) is available

roles. These guidelines additionally outline expectations regarding facility safety and upkeep

### Safety Point System

All operators are subject to the assessment of safety points. The company's safety point system provides clear guidance for all managers when assessing operators' driving behavior.

For new employees, receipt of four (4) points (or more), or more than two (2) separate safety point assessments, during the introductory period will result in termination. For those non-introductory employees, receipt of six (6) points (or more) in any rolling 18 month period, or receipt of three (3) separate safety point assessments within a rolling 12 month period, will result in termination.

Safety points are assessed when an operator is involved in a preventable incident. Drive Cam incidents will be assessed points based on level of severity; all others are assessed as follows:

1 Point	<ul style="list-style-type: none"> <li>Unsafe maneuver(s) or act</li> <li>Failure to cycle wheelchair lift</li> <li>Failure to do a proper vehicle inspection (DVI)</li> </ul>
2 Points	<ul style="list-style-type: none"> <li>Improper following distance</li> <li>Conviction of a minor traffic violation</li> <li>Backing incident</li> <li>Minor preventable incident</li> </ul>
3 Points	<ul style="list-style-type: none"> <li>Any use of a cell phone or non company-issued electronic device while operating a vehicle</li> </ul>
4 Points	<ul style="list-style-type: none"> <li>Major preventable incident that does not involve serious injury, death and/or property damage in excess of \$25,000</li> </ul>
6 Points	<ul style="list-style-type: none"> <li>Major preventable incident with serious injury, death and/or property damage in excess of \$25,000</li> <li>Any preventable roll-away incident</li> <li>Failure to properly secure/transport a mobility device</li> <li>Failure to immediately report a citation or incident in a Company vehicle</li> <li>Tampering with, disabling, or otherwise interfering with Drive Cam or other monitoring equipment</li> <li>Conviction of a major traffic violation *</li> </ul>

## Emergency and Security Plans

MV has a number of plans and programs in place designed to mitigate risk and provide a safe, healthy workplace. Each of these plans is available upon request:

- **System Safety Program Plan (SSPP):** With the objective to provide a superior level of safety and minimize any and all risk, MV's SSPP is maintained in accordance with the standards of the American Public Transportation Association (APTA) and the Federal Transit Administration (FTA).
- **System Security and Emergency Preparedness Plan (SSEPP):** This set of comprehensive security goals, objectives, and strategies maximize the security of MV's passengers, employees, and property. This plan is a blueprint for all security procedures.
- **Continuity of Operations Plan (COOP):** This plan template provides MV's operations a base from where to develop its own plan to ensure continuous operations during an emergency. The COOP which sets forth a concept of operations, identifies essential functions, and outlines three potential phases of operation: 1) Activation and Relocation, 2) Alternate Facility Operations, and 3) Reconstitution.
- **Emergency Action Plan:** The EAP assists employees and management in making quality decisions during times of crisis, and to comply with the Occupational Safety and Health Administration's (OSHA) Standard for Emergency Action Plans, 29 CFR 1910.38.
- **Hurricane Preparedness Plan:** This plan incorporates an incident command structure and phased approach to preparation, release of personnel, and shutdown of project operations whenever the best available information indicates a hurricane could impact continued safe operation.
- **Bloodborne Pathogen Exposure Control Plan:** MV's Bloodborne Pathogen Exposure plan provides the guidance and training needed to protect employees against exposure to bloodborne pathogens. This plan complies with the Occupational Safety and Health Administration's (OSHA) Bloodborne Pathogen Standard, 29 CFR 1910.1030, to eliminate or minimize employee occupational exposure to blood, certain other body fluids, or other potentially infectious materials.
- **Additional Health and Safety Plans include:**

- Fire Prevention Plan
- Hearing Conservation Program
- Hazardous Communication Plan
- Injury & Illness Prevention Plan
- Heat Illness Prevention Plan
- Lockout Tagout Control of Hazardous Energy Program

## h. Startup and Transition Plan

MV is the current operator of these services; therefore, no transition of service will be necessary should MV be selected for the next contract term. Retaining MV as the City's contractor eliminates the need for a costly startup or the learning curve required by a new contractor, and assures the continuity of these important services.

### (i) Administrative Offices

In the new contract term, the administrative offices will remain at MV's nearby Thousand Oaks facility: 265 South Rancho Road, Thousand Oaks, CA 91362. This facility is located approximately 14 miles from the City of Calabasas.



### (ii) Hiring Plan

As the incumbent provider, all current MV employees have cleared background checks to work with children and are already fully trained and knowledgeable about the service.

In addition to refresher training provided during MV's monthly safety meetings, MV requires mandatory retraining at the following points of an operators' employment:

Type of Retraining	When it is provided	Length of Training	Description of Training
Return to Work (after 30 days or more of inactive status)	Required when an operator returns from "inactive" status (from a period of 30 days or more).	8 hours	This training consists of a 6-hour classroom review and a 2-hour behind the wheel road check. These focus on safety standards, defensive driving skill, and vehicle familiarity.
Post-Accident / for cause	Required for any operator who has received a "preventable" rating for an accident/incident. This training must be scheduled and given within 10 days following the formal accident rating.	Varies based on the operator's ability to perform the appropriate tasks to standard.	Post-accident retraining is focused on correcting driving deficiencies and standards that contributed to the accident. The operator must demonstrate ability to perform all of the required tasks to standard before being allowed back to driving duties.
Seasonal Refreshers	These refreshers are conducted in preparation of operations during certain periods of the year, typically in the fall.	Varies based on location and topics.	The training will include topics/material appropriate for the region, inclement weather, environmental, and traffic conditions.
Biannually	At a minimum of every two years	8 hours	This training consists of a 6-hour classroom review and a 2-hour behind the wheel road check. These focus on safety standards, defensive driving skill, and vehicle familiarity.

For any open positions, MV uses industry publications and several online resources for hiring. This approach maximizes the company's exposure to talent within the industry and like industries. MV has a strategic partnership with CareerBuilder.com, with which the company's postings are automatically linked to over 50 diversity postings. The company also uses the services of:

- Monster;
- Craigslist;
- Transit Talent;
- Indeed;
- ZipRecruiter;
- APTA;
- Mass Transit, and
- LinkedIn

As part of MV's commitment to veteran employment, the company also uses America's Job Exchange. This tool expands MV's outreach to include agencies including:

- AJE Veterans Exchange;
- AJE Disability Exchange;
- JOFDAV.com;
- DisabledPerson.com; and
- 4000 additional community based organizations sites.

Locally, the company participates in local job fairs – and includes those that focus on returning veterans and/or spouses of veterans.

### **(iii) Coordination with Current Operator**

MV is the current contractor for these services.

#### **i. Coordination with City Staff**

As the current contractor, MV understands the importance of ongoing, open and honest dialog with City staff. General Manager Zack Dokmaji, along with the dispatch team, speak frequently, often twice a week, with

the City staff to employ both proactive and responsive management. Zack demonstrates a willingness to discuss any concerns the City has and a desire to find mutually beneficial solutions.

MV will continue to ensure that the fee at risk will remain fully earned through consistent contact between Mr. Dokmaji and City staff regarding the City's and the passenger's expectations for the service.

# **DRIVECAM & MOBILEYE BROCHURES**

*Delivering insights. Driving results.™*

DriveCam  
POWERED BY Lytx 

# Proven Results

Major fleet operators return to the DriveCam® Program year-after-year because they realize millions of dollars in savings and indirect benefits when they:



*"The DriveCam Program provides us with more than just technology. They provide the service and support we need to improve and grow our business."*  
 – Waste Management

## REDUCE COLLISIONS

Fleet operators see collision cost reductions of up to 80% in Property & Auto Liability and Workers' Compensation claims.

## REDUCE FRAUDULENT CLAIMS

Exception-based video captures indisputable evidence when an event occurs, protecting drivers and fleets from fraudulent or other errant claims.

## REDUCE FUEL USE

Typical reduction of up to 12% through the management of efficient driving, excessive idling and speeding.

Fleets also realize a variety of important indirect benefits from developing and maintaining a world-class safety culture.

With the DriveCam Program, you'll:

- Protect your drivers from the devastating impact of being involved in a collision – and exonerate them when they are in a no-fault collision.
- Protect your brand by minimizing high-profile collisions that receive broad media coverage.
- Exemplify good corporate citizenship by contributing to a safer and more environmentally conscious community.



## The DriveCam Online Experience

With 24/7 secure access, the DriveCam Online® platform provides the important information you need to monitor fleet risk, prioritizes what you need to maximize your safety program and provides the necessary tools for coaching your drivers to improve their driving behavior. The DriveCam Online platform is your key to driver risk management success.



### Role-based Home Pages

Including an inbox and a variety of dashboards, you can drill into specifics about a driver or group.



### 3-Step Coaching Process

To help guide you through ...

1. Coaching Behaviors (video and non-video)
2. Selecting an Action Plan
3. Conducting the Coaching Session

Rank Number	Driver	Home Group	Rank
1	Educh Lavieles	San Diego	●
2	Larry Garner	San Diego	●
3	Nate Hancels	Escondido	●
4	Troyer Hoffman	San Diego	●
5	Josh Boserman	San Marcos	●
6	Russ Peterson	East County	●
7	Michael Shilina	Downtown	●
8	Kristen O'Neil	Orange County	●
9	Nissa Galipolis	San Diego	●

### Driver Score Ranking

Using our new Lytx Safety Score™ technology, you can now identify your safest drivers, as well as those with a higher probability of being involved in a collision.

# How the DriveCam Program Works

The DriveCam Program – powered by the Lytx Engine™ – identifies, prioritizes and helps prevent the causes of poor driving before they lead to a collision. This “programmatic approach” helps clients transform their safety culture and ensures bottom-line results – preventing collisions, fraudulent claims and wasted operating expenses – while protecting their drivers and their brand.

- 1 MONITOR DRIVING; PROVIDE REAL-TIME FEEDBACK**  
The DriveCam video event recorder captures driving behavior data and provides real-time driver feedback.
- 2 UPLOAD VIDEO & DATA**  
Exception-based video and data are uploaded via a secure wireless connection to the DriveCam Review Center – and are immediately available to the client.
- 3 ANALYZE, SCORE & PRIORITIZE**  
Proprietary predictive data analytics, combined with expert video review, highlight the causes of poor driving and prioritize actions needed to reduce fleet risk and operating costs.
- 4 ACCESS DRIVER MANAGEMENT PORTAL**  
Configurable alerts direct clients to online tools, including dashboards for company-wide visibility and accountability, and analysis of risky driving behaviors.
- 5 COACH DRIVER**  
Flexible coaching and training methods are applied based on operational capabilities and organizational profiles.
- 6 SAFER DRIVER RETURNS TO THE ROAD**  
Continuous monitoring verifies that lessons have been applied, resulting in safer drivers and fewer collisions.

Ensuring your program is on track, DriveCam program reviews provide benchmarking and best practices specific to your operations and industry. In addition, proprietary video and data analysis provide a complete profile of drivers and driving, allowing for objective comparisons of driver to driver, site to site, region to region and company to industry.

## Why Companies Choose the DriveCam Program

During the decision making process, there are many considerations when evaluating driver risk management, fuel management and fleet tracking services. Read why companies are choosing the DriveCam solution to protect their drivers, their vehicles and their community.



*“The DriveCam Program is the first system I have seen that is proactive, instead of reactive. In the first six months we saw a 50% reduction in minor vehicle accidents, a 50% reduction in workers’ compensation claims and a 70% decrease in risky driving behavior.” – US Foods*



*“Through our use of the DriveCam Program, we are able to reduce litigation and exonerate drivers.*

*We have saved hundreds of thousands in litigation costs on frivolous claims since implementing the program.” – Cargo Transporters*



*“Greyhound’s number one focus has always been the safe*

*transportation of millions of passengers every year across North America, and incorporating the DriveCam Program is one more way we are able to reinforce this focus.” – Greyhound*

## Value-Added Solutions

### Fuel Management

The innovative behavior-based DriveCam Fuel Management Solution can help improve fleet performance. Integrated into the DriveCam Online platform, our solution combines real-time in-cab feedback with online reporting and coaching to improve fuel efficiency – by up to 12% – and lower emissions.

### Fleet Tracking

Get a real-time view of your fleet operations – helping to ensure compliance and improve productivity – with immediate access to real-time status, trip history and a full suite of reports. Seamlessly integrated into the DriveCam Online platform, there’s no need for additional in-cab equipment, extra peripherals or extra software.

## Lytx Engine

Our Lytx Engine™ is powered by human intelligence combined with state-of-the-art predictive analytics and statistical machine learning technologies. In the field, our devices are equipped with real-time automated decision algorithms that determine when data should be captured and stored. In our data centers, automated decision algorithms prioritize, store and route selected data to our human-powered internal processes.

We capture data from multiple sensors embedded in the work environment. In vehicles, our device captures signals from accelerometers, GPS systems, engine control units, video, microphones and advanced safety systems. To make sense of these signals, we have developed and deployed real-time decision algorithms that continuously monitor the sensor stream to determine the likelihood of risky driving behaviors.

The Lytx Engine applies advanced predictive models to prioritize, select and route data to review centers where teams of expert reviewers identify and verify behaviors from video events, adding structured labels to the data. These labels provide the basis for our scoring algorithms and for the continuous improvement of the predictive models that power our real-time decision algorithms in our sensors and servers. Our scoring algorithms and statistical models enable us to create driver safety and coaching effectiveness models that are examples of the tools we use that predict the likelihood of future collisions. These important predictors help safety managers and coaches understand and prioritize their areas of focus. Our constantly growing database enables us to refine and improve our ability to predict risky behaviors so that we can deliver even more value to our clients.



Our data analytics teams include scientists and analysts who apply statistical analysis, feature engineering and data-driven machine learning to develop decision algorithms and predictive models that support our human-powered processes. Over the years, we have learned how to maximize the effectiveness of these processes to help our customers drive positive change throughout their organizations.

Lytx stands for the entire process of Sense, Predict, Prevent (SPP)™. Using our technology, we analyze the data we gather, distill it into actionable insights and leverage it in ways that empower our clients to be safer, better companies.



Lytx, Inc., San Diego, California, USA 858.430.4000 866.419.5861 [info@lytx.com](mailto:info@lytx.com) [www.lytx.com](http://www.lytx.com)

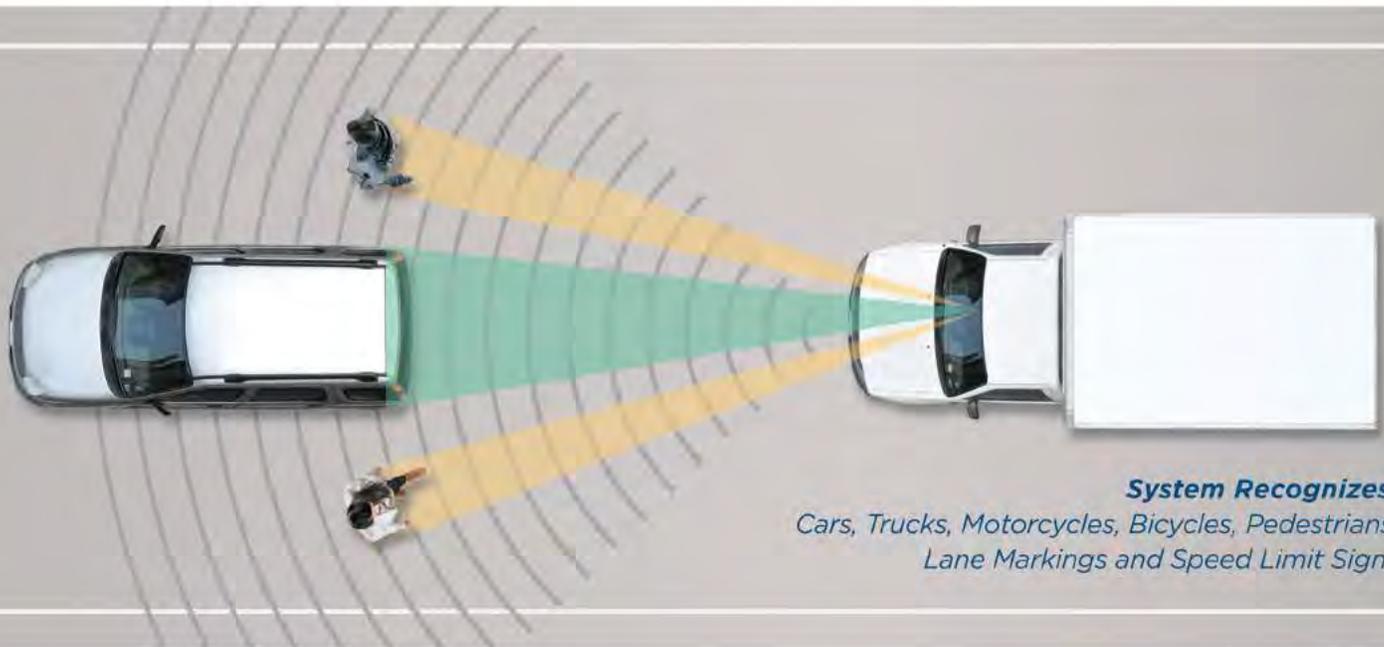
At Lytx (formerly DriveCam, Inc.), we harness the power of data to change human behavior and help good companies become even better. Our flagship product, DriveCam powered by Lytx, sets the standard for driver safety in the industries we serve, and our RAIR Compliance Services helps DOT-regulated fleets comply with safety regulations, complementing the DriveCam Program. We protect more than 950 commercial and government fleet clients worldwide who drive billions of miles annually. Our clients realize significant ROI by lowering operating and insurance costs, while achieving greater efficiency and compliance. Most of all, we strive to help save lives – on our roads and in our communities, every day. Lytx is privately held and headquartered in San Diego. For more information, visit [www.lytx.com](http://www.lytx.com).

# Collision Avoidance System

*Protecting Your Fleet and Your Bottom Line*



**COLLISION  
AVOIDANCE SYSTEMS** ))))



**System Recognizes:**  
Cars, Trucks, Motorcycles, Bicycles, Pedestrians,  
Lane Markings and Speed Limit Signs

## Reduce Accidents, Save Money and Keep Your Drivers Safe



*Easily installs in any vehicle*

The Mobileye® Collision Avoidance System is the latest technological advancement for preventing vehicle crashes — and the only system in the industry to incorporate truly comprehensive real-time warnings and alerts. Utilizing an intelligent vision sensor that works like a bionic eye, the system identifies a diverse and extensive variety of potential threats on the road, such as vehicles, cyclists, pedestrians and more. The distance and relative speeds of these objects are continuously measured to calculate the risk of your driver colliding with them. Even lane markings and traffic signs are detected. When danger is imminent, visual and audible alerts warn the driver to make necessary corrections in sufficient time to avoid potential collisions or mitigate their severity.

Fleet managers have installed our trusted collision avoidance system in some of the world's best-run fleets including cars, trucks, service vehicles and taxis, in both rural and urban environments. Many global organizations have experienced significant reductions in incidents, collisions and associated costs. Your fleet can accomplish the same.

**Telematics Integration:** *The system generates data that can be exported to 3rd party telematics and fleet management systems, enabling enhanced visibility of your fleet as well as greater insight into driver behavior. All alerts are available via the Mobileye CAN channel for telematics and 3rd party integrators.*



#### **Connectivity with Telematics**

*Gives fleet managers critical insight into driving behavior.*



#### **Accident Reduction**

*A pilot involving 2,000 trucks driving 47 million miles resulted in zero accidents vs. the average of 11-13 accidents.*



#### **Cost Reduction**

*C.R. England has achieved a 37% reduction in crash costs per mile traveled.*

## Minimize Risk, Increase Safety and Improve Your Bottom Line

Fleet operations of all sizes experience tangible and measurable advantages as a result of deploying this advanced technology, including:

- Immediate reduction in collisions and close calls
- Improvements in driver behavior that continue long term
- Reduced insurance premiums and fines for non-compliance
- Lower fuel and maintenance costs
- Improved CSA scores

*...and the system typically pays for itself in only 12 months or less\* — with no driver training necessary.*

## Collision Avoidance Technology Addresses the Main Causes of Accidents

**According to the National Highway Transportation and Safety Administration (NHTSA), Department of Transportation (DOT) and the Virginia Tech Transportation Institute:**

- 93% of all accidents are due to human error, with driver inattention being the primary cause
- Nearly 74% of all accidents involve driver distraction three seconds prior to an incident
- 40% of rear-end collisions have no brake application whatsoever
- 60% of road accident fatalities are due to unintentional lane departure

## Governing and Regulating Agencies Agree



- **The Federal Motor Carrier Safety Administration (FMCSA)**  
Advocates the voluntary adoption of collision avoidance systems to improve fleet safety
- **The National Transportation and Safety Board (NTSB)**  
Includes collision avoidance systems on Most Wanted/Top Ten Advocacy List
- **The National Highway Traffic Safety Administration (NHTSA)**  
Tracks collision avoidance systems as part of their 5-star safety ratings program

\*According to FMCSA studies

## TECHNOLOGY FOR A SAFER WORLD

Mobileye® is the technological leader in the area of advanced image sensing and processing technology for automotive applications. With over a decade invested in extensive R&D, Mobileye has gained an unprecedented understanding of the diverse challenges that face drivers on the road and how to keep them safe. This unequalled expertise has made Mobileye the recognized global pioneer in collision avoidance systems. As evidence, Mobileye is the OEM (Original Equipment Manufacturer) supplier of such systems to many of the world's leading automobile manufacturers.

### SOME OF THE BRANDS USING MOBILEYE SYSTEMS



# System Warnings and Features



## Forward Collision Warning

Alerts the driver to an imminent rear-end collision with a car, truck or motorcycle moving at any speed



## Headway Monitoring/Following Time

Alerts the driver when following time becomes critically short



## Lane Departure Warning

Alerts the driver if vehicle leaves the lane without use of the turn signals



## Pedestrian and Bicycle Collision Warning

Alerts the driver of an imminent collision with a pedestrian or bicyclist



## Intelligent High-Beam Control

Automatically turns the high-beams on/off depending upon the level of light and relative distance from other traffic



## Speed Limit Indicator

Notifies the driver if the vehicle exceeds the posted speed limit



Bluetooth® connectivity standard

## Optional Enhancement Features

The following optional features can be incorporated to further reduce accidents:

- Automatically muting the car radio
- Instantly deactivating factory cruise control
- Adding any function for a 3rd party device that has a discrete input
- Integrating with older vehicles
- Incorporating haptic warnings that provide tactile alerts; for example, a driver's seat or steering wheel can be outfitted with a vibrator that can be set to various strengths, frequencies and patterns



**COLLISION  
AVOIDANCE SYSTEMS** ))))

877-590-8968

[www.collisionavoidancesystems.net](http://www.collisionavoidancesystems.net)

# 3. Implementation Timeline

### 3. Implementation Timeline

As the incumbent contractor for these services no implementation will be necessary. The only implementation MV anticipates is the quick addition of Mobileye units on the service vehicles. MV anticipates approximately 6-9 weeks to install Mobileye on all of the vehicles. This process will be phased in upon contract award.

# 4. Labor Hours

## 4. Labor Hours

Please see the following breakdown of proposed labor hours:

Job Classification	Number of Positions	Total Labor Hours
Operators	5 FT, 3 PT	12,203
Dispatcher	1 FT	2080
Road Supervisor/Trainers	1 FT	2080
Mechanic	1 FT	2080

### Current Staffing, Workload, and Availability to Provide Services

#### Company Statistics

Number of Employees:	20,319
Number of Vehicles:	10,286
2014 Revenue (Audited):	\$1,094,320,000
Number of Contracts:	240
Number of Locations:	156
U.S. States	30
Canadian Provinces	3
Years' Operating Passenger Transportation Services <sup>2</sup>	61

#### Capacity to Perform Services

MV is a privately held firm that has neither been bought by nor merged with another firm. The lack of this debt load associated with such transactions has allowed MV to control interest costs and keep money in the pockets of its customers and employees and out of those of lenders. MV has the resources and financial wherewithal to sustain the transition of this project.

Please see MV's confidential audited Financial Statements for 2014-2015 enclosed separately in a sealed envelope included with the original proposal submittal. The Company's financial position is solid, and has strengthened over the last two years as evidenced by the increase in working capital and working capital current ratios. The Company has the financial resources and wherewithal to meet its financial obligations. For more information regarding the financial viability of MV, please contact Mr. Robert Pagorek, chief financial officer, at (972) 391-4641.

<sup>2</sup> Through its subsidiary, MV Transportation, Inc. brings 60 years of transportation experience

## Continuity of Services

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Please see section 2.2.a Fixed Route for MV's backup system, vehicle, and personnel plan. If there is an in service vehicle failure and a vehicle replacement is necessary either a mechanic or standby operator will deliver the replacement vehicle to the field to transfer passengers and resume the route as quickly as possible. In the event that a vehicle experiences overloading and requires additional support a backup vehicle will be available for use.

# 5. Statement of Economic Interest

## 5. Statement of Economic Interest

Please see the following pages for attachments C and D; as the current provider of these services, the company has a business relationship with the City.

**ATTACHMENT C: STATEMENT OF ECONOMIC INTERESTS (FORM 700)**

AS REQUIRED BY THE FAIR POLITICAL PRACTICES COMMISSION (FPPC) UNDER CALIFORNIA GOVERNMENT CODE SECTION 87306

Consultants who make or participate in the making of decisions which may affect financial interests are required to file a Statement of Economic Interests, (Form 700) under Disclosure Categories \*\*\*1, 2, 3 and 4.

\* \* The disclosure category for consultants shall be determined on a case-by-case basis by the City Manager. After written notification is given to the City Council, the City Manager may make a determination as to what disclosure, if any, is required by any particular consultant.

The City Manager may determine, in writing, that a particular consultant, although holding a "designated position", is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements described in this section. Such written determination shall include a description of the consultant's duties, and based upon that description, a statement of the extent and disclosure requirements. The City Manager's determination is a public record and shall be retained for public inspection in the same manner and location as the City's Conflict of Interest Code.

"Consultant" means any individual who, pursuant to a contract with a state or local government agency:

(a) Makes a governmental decision whether to:

- (1) Approve a rate, rule, or regulation;
- (2) Adopt or enforce a law;
- (3) Issue, deny, suspend, or revoke any permit, license, application, certificate, approval, order or similar authorization or entitlement;
- (4) Authorize the agency to enter into, modify, or renew a contract provided it is the type of contract which requires agency approval;
- (5) Grant agency approval to a contract which requires agency approval and in which the agency is a party or to the specifications for such a contract;
- (6) Grant agency approval to a plan, design, report, study, or similar item;
- (7) Adopt, or grant agency approval of, policies, standards, or guidelines for the agency, or for any subdivision thereof; or (b) Serves in a staff capacity with the agency and in that capacity performs the same or substantially all the same duties for the agency that would otherwise be performed by an individual holding a position specified in the agency's Conflict of Interest Code.

Procedure

All Requests for Proposals (RFP's) for Consultant services should include the following clause in the General Terms and Conditions:

1. Conflict of Interest Disclosure - In accordance with California Government Code Section 87306, the Consultant awarded a contract to provide the requested services, may be required to file a Statement of Economic Interests, (Form 700) no later than 30 days after execution of the contract, annually thereafter prior to April 1 of each year for the duration of the contract, and within 30 days of termination of the contract. Failure to file any required statements will result in withholding payment for services rendered.
2. Prior to award of a contract, a determination is made as to whether the Consultant who will be retained to provide certain services is required to file a Statement of Economic Interests (Form 700) based on the definition of Consultant.
3. The Determination of Consultant, Disclosure Filing Requirements form (Attachment D) is completed by the Department.
4. Award of contract staff reports along with the Determination of Consultant, Disclosure Filing Requirements form are routed to the City Clerk and the City Attorney prior to submittal to the City Manager's Office. The contract and the Determination of Consultant, Disclosure Filing Requirements form are then routed to the City Manager's office for approval for contracts under \$50,000; and for inclusion on the City Council Agenda for contracts exceeding \$50,000.
5. The Department ensures that all Statements of Economic Interests (Form 700) filings by the Consultant are forwarded immediately to the City Clerk's office. The Department also does not authorize payment for services rendered until the proper Statements of Economic Interests (Form 700) filings have been completed.



## ATTACHMENT D: DETERMINATION OF CONSULTANT

### DISCLOSURE FILING REQUIREMENTS

I, \_\_\_\_\_, City Manager of the City of Calabasas, hereby determine that the following "Consultants" are retained by the City of Calabasas to serve in a decision-making capacity, and are required to file statements of economic interest and provide financial disclosure within the following categories:

CONSULTANT  
NAME/COMPANY

DISCLOSURE  
CATEGORIES

MV Transportation, Inc.

Per page 45 of 48 of the RFP, this category will be determined by the City Manager.

### EXEMPTION/WAIVER

I further determine that the following "Consultants" range of duties are limited in scope and are herewith granted an exemption/waiver from filing a disclosure statement under the City of Calabasas Conflict of Interest Code:

CONSULTANT  
NAME/COMPANY

PROJECT/  
DUTIES

MV Transportation, Inc.

MV is the current provider of the Public Transportation Services for the City of Calabasas.

\_\_\_\_\_  
Date

\_\_\_\_\_  
City Manager

# 6. Fee Schedule

## 6. Fee Schedule

Please find the Fee Schedule included in a separate sealed envelope, as required.

MV built this fee schedule assuming the same operating parameters as it operates today.

Pursuant to the RFP's direction MV Transportation, Inc. declares and seeks the City's approval regarding its self-insured retentions. MV's insurance program complies with the expectations of this RFP.

MV Transportation, Inc. and its subsidiaries meet the Auto Liability requirements of all 50 United States and the District of Columbia, including all compulsory insurance and financial responsibility laws for owned, hired, and non-owned vehicles.

MV has been certified as a self-insurer under the California Compulsory Financial Responsibility Law, pursuant to Section 16053 of the California Vehicle Code, since 9/15/04. The State of California evaluates the company's audited financials on an annual basis to ensure it has adequate financial means to fund any and all possible losses within its retention.

Under the State's self-insurance program, MV retains the first \$3,000,000 for automobile liability claims, per occurrence. MV purchases Excess Liability insurance above the minimum financial responsibility limits to satisfy the specific Automobile Liability insurance limits required by its various clients. MV has provided a certificate of self-insurance following this section.

### Request for Modifications

MV respectfully recommends the following modifications to the contract terms and conditions should MV be selected to remain the contractor for the City in the new term. MV would like to discuss the below items in more detail at the appropriate time:

RFP/Contract Section	Stated Language	Proposed Language	Explanation
Vehicle Acceptance Standards	N/A	Include Contractor's vehicle acceptance standards as the applicable standard against which all vehicles will be inspected. Include Contractor's vehicle acceptance agreement as an exhibit to the Agreement.	Upon delivery of the vehicles to Contractor, the vehicles must be in the same condition as the condition that Contractor is required to maintain.
Price Adjustment	N/A	Include provision that provides for price adjustments if Contractor's revenue decreases or Contractor's costs increase as a result of (i) changes to the scope of work / service hours requested by the City, (ii) changes in laws, rules, regulations,	Contractor needs price protection for changes requested by the Authority, or matters that were not contemplated at the time of Contractor's proposal.

		etc. applicable to the services to be provided by Contractor, and/or (iii) wage increases necessary for Contractor to be able to recruit and retain qualified employees as a result of an increase in the minimum wage in the City or surrounding jurisdictions. If the parties are unable to agree on a rate adjustment, then either party may terminate the contract upon 120 days written notice to the other party.	
RFP §17 – Liquidated Damages	Liquidated Damage amounts.	Consider revising liquidated damages amounts to reflect an estimate of damage to be suffered by the City.	Many of the liquidated damages amounts appear to be punitive rather than an estimate of the damages incurred by the City.
Contract §10.1 Indemnification	Very broad Contractor indemnity including all losses, costs, etc. “arising out of or in any way related to the performance of this Agreement.”	Revise indemnity to exclude claims based on the active negligence and/or willful misconduct by the City (or its employees, agents, representatives, etc.).	For damages resulting from the joint negligence of Contractor and the Authority, damages should be apportioned on a percentage of fault basis.
Contract §10.2 Indemnification	Cost and expenses shall include reasonable attorney’s fees incurred by counsel of City’s choice.	Revise to allow Contractor to select counsel.	Contractor is required to indemnify the City for not only the cost of counsel, but the outcome of the dispute. Accordingly, Contractor should be able to choose counsel since Contractor is the party “at risk.” Further, Contractor shouldn’t be required to use counsel that Contractor does not believe is capable of handling the defense.
Contract §17.1 Termination	Authority may terminate at any time upon 5 days’ written notice to Contractor.	Revise to provide for 60 days prior notice of termination, and payment of Contractor’s reasonable close-out costs.	Contractor will have contract termination costs (including vehicle and real estate lease termination) as well as employment termination obligations required by law (WARN ACT, etc.).

<p>Contract §18.5 Force Majeure</p>	<p>Contractor not liable for failure to perform, if Contractor presents acceptable evidence, in the Authority's sole judgment, that such failure was due to causes beyond its control.</p>	<p>Revise to include labor issues (strikes, slowdowns, sick-outs, etc.) as events that are beyond Contractor's control. Also revise Authority's judgment to reasonable, good faith judgment.</p>	
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# CERTIFICATE OF SELF-INSURANCE

## DEPARTMENT OF MOTOR VEHICLES

P. O. BOX 942884  
SACRAMENTO, CA 94284-0884  
(916) 657-6520



July 3, 2015

S.I. # 213

MV Transportation, Inc. & Subsidiaries  
5910 N Central Expressway Suite 1145  
Dallas, TX 75206-514  
Attention: Robert Hargis

Dear MV Transportation Inc.,

Your annual report/financial statements have been reviewed and the requirements for renewal of your self-insurance certificate have been met. Your self-insurance status is valid from July 1, 2015, through June 30, 2016.

Vehicle Code Section 16020 requires that every driver and every owner shall at all times be able to establish financial responsibility and shall at all times carry in the vehicle evidence of the form of financial responsibility in effect for the vehicle. A copy of your Certificate of Self-Insurance or a copy of this letter constitutes written evidence of financial responsibility and should be placed in each of your affected vehicles.

If you have any questions or need further information, please call the administrative staff at (916) 657-6520.

Sincerely,

A handwritten signature in cursive script that reads "Dawn Martin".

Dawn Martin, Support Manager  
Financial Responsibility Unit



## CERTIFICATE OF SELF-INSURANCE

This is to certify that:

MV Transportation, Inc. & Subsidiaries

NAME OF SELF-INSURER

5910 N Central Expressway Suite 1145 Dallas, TX 75206-514

ADDRESS, CITY, STATE, ZIP

has been approved as a Self-Insurer under the California Compulsory Financial Responsibility

Law and assigned Self-Insurance # 213 pursuant to Section 16053 of the *California*

*Vehicle Code* for the period July 1, 2015 through June 30, 2016.

MANAGER

Financial Responsibility Unit  
Department of Motor Vehicles

# VEHICLE ACCEPTANCE AGREEMENT



## VEHICLE ACCEPTANCE AGREEMENT STANDARDS

Prior to acceptance of any vehicle by MV, a detailed inspection will take place 60 days prior, a follow up inspection 30 days prior and a final inspection 15 days prior to start-up with representatives of the MV and Client agreeing upon damage and wear.

Client and MV agree that vehicles will be delivered to MV in good condition and with each vehicle meeting or exceeding the following specifications for the first 30 days of vehicle acceptance by MV:

1. Vehicle body and all attachments thereto will be free of dents and scratches in excess of 1" in length. All body parts shall be properly attached to vehicle chassis and free of rust.
2. Exterior paint and decals shall be free from scrapes, scratches in excess of 1" in length, rust and tar. All decals shall be properly applied and free from peeling.
3. Vehicle tires shall be of proper load range for the vehicle and be of a type equivalent to that originally supplied by the manufacturer. All tires shall be of the same manufacturer and model. All tires will be free from side wall damage, shall have a minimum of 8/32 inch tread depth on front tires and a minimum of 6/32 inch tread depth on rear tires and shall be free from damage due to improper alignment or balancing or curb damage.
4. Vehicles shall contain a spare tire and wheel meeting the standards of paragraph 3 above if the vehicle was so equipped when purchased by Client.
5. Vehicle destination signs, if vehicles are so equipped, shall have all current route indicators and shall be in proper working order.
6. All vehicle lights shall be in working order.
7. All decals or painting identifying the vehicle with a prior contractor or other operator shall be removed prior to delivery and all paint damage from said removal shall be properly repaired.
8. All vehicle doors and windows shall be in proper operating condition and properly sealed against the entry of fumes or water.
9. All components of the emission control and exhaust system shall be free from leaks, rust and be in proper operating condition to include inspection on Diesel Emission Control Systems (DECS) Diesel Particulate Filters. An opacity test will be performed during the turn over inspection process. Vehicles which do not pass

will need to be repaired and retested prior to acceptance. Vehicles shall have current state emission certification, if so required.

10. Vehicle engine shall be in proper operating condition. Proper condition shall be established through oil analysis and compression testing. If engine has been rebuilt, Client shall supply documentation of rebuilder and assure MV that engine rebuild meets manufacturers specifications.
11. Vehicle transmission shall be in proper operating condition, free from leaks, bad gears or slippage. If transmission has been rebuilt, Client shall supply documentation of rebuilder and assure MV that transmission rebuild meets manufacturer's specifications.
12. Vehicle electrical system shall be in proper operating condition. Alternator shall be supplying specified output and battery(ies) shall fall within manufacturers specifications for output and specific gravity. All vehicle wiring shall be free from fraying and shall be properly loomed and attached to the vehicle in such a way as to prevent fraying. Any alterations to wiring not completed by vehicle manufacturer shall be performed so as to not overload any circuit and not to cause any short circuit.
13. All heaters and air conditioners shall be free from leaks and shall perform to the manufacturers specifications.
14. All brake linings, drums and rotors shall meet manufacturers specifications and shall have at least 50% life remaining as measured in 3/32nds of an inch. All wheel cylinders and brake lines shall be free from leaks. All brake parts shall be in proper repair.
15. Vehicle radios, antennas and all other communications devices shall be in proper working order and mounted so as to not constitute a safety hazard.
16. The wheelchair lift shall meet all current state requirements and be in proper working condition. All wheelchair tiedowns and other securement equipment shall be in good condition and not be frayed or worn so as to constitute a safety hazard. Wheelchair lift interlocks, if so equipped, shall be in proper operating condition and meet state requirements.
17. Vehicles shall be equipped with a fire extinguisher with current tag, a complete first aid kit, full and complete safety triangle kit and all other safety equipment required by law.
18. All passenger seats and all other interior surfaces shall be cleaned and free from stains, tears and graffiti. Seats shall be properly secured to the vehicle with the proper grade of securement device.
19. Vehicles shall have a current preventive maintenance inspection including oil and filter change, transmission service, etc., in accordance with the requirements of MV in this Agreement and state requirements.
20. Vehicles will have all current required state inspection and registration certificates, if required.

21. Client will provide a copy of most recent CHP or DOT inspection results.
22. Vehicles will be cleaned to the standards of this Agreement and shall be completely fueled. All other fluid levels shall meet manufacturers requirements.
22. All vehicle repair and inspection records shall be delivered with the vehicles.
23. All glass shall be free from chips, scratches and cracks.
24. All suspension and steering components shall be within the manufacturer's wear limits specifications and free from cracks and leaks.
25. All other items not specifically listed herein shall be in serviceable condition meeting generally accepted standards and practices of the public transportation industry and meeting all requirements of the state and federal government and all requirements contained in this Agreement.

In order to ensure compliance with the above requirements, the following procedures will be used by Client and MV:

At a place and time mutually agreed to by Client and MV, which shall occur approximately 60, 30 & 15 days prior to the start of service by Contractor under this Agreement, Client and MV, shall jointly inspect the vehicles to be provided by Client to MV. During such inspection, defects to vehicles shall be noted.

After the initial inspection, Client shall ensure that all defects noted are repaired prior to MV starting service under the terms of this Agreement.

Upon delivery of the vehicles to MV, Client and MV will conduct a final inspection of the vehicles to ensure that items noted in the preliminary inspection were completed and that all vehicles are in compliance with this Section.

In the event the final inspection reveals defects in the vehicles as specified in this Section, then Client will have these items repaired or authorize MV to repair the items at the rate of **\$75.00 per hour labor plus parts / materials / supplies and sublet repairs at 15% above MV's cost** as required to repair defects. If necessary, additional maintenance personnel will be brought in to assist with completing repairs, their travel, meal and lodging expenses will also be paid by the client.

The forms on the following page are utilized during this initial inspection:

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
(Client)

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
(MV Transportation)

# 7. References

## 7. References

Please see section 1.5 References for a descriptions of similar projects. Please see MV's satisfied client letters following this section.

# SATISFIED CLIENT LETTERS



Stephen Allen  
MV Transportation, Inc.  
Division 137  
16721 Hale Avenue  
Irvine, CA 92606

Dear Steve:

We want to thank you and your team for the outstanding service you have provided operating the City of Irvine iShuttle system for the past 8 years. Throughout this time, the iShuttle has provided service to a growing number of riders, offering commuters a safe and convenient way to get to work, school, or shopping using public transit.

In addition to the excellent daily service, your team has gone beyond expectations by providing rides to lost passengers, hand delivering misplaced items, ever working to offer improvements, and providing support at City events. Your team's dedication to customer service is truly exceptional.

As the operation of the service transitions to Orange County Transportation Authority, the City is handing over a very successful program. This is a testament to the distinguished work of your drivers, maintenance crew, administrators and management. We are thankful for your hard work and partnership.

I wish you and the Division 137 team the best in the future and would happily recommend your service to any who might inquire.

Sincerely,

Mike Davis  
Transit Program Administrator  
City of Irvine  
Tel: 949.724.6288  
E-mail: [mdavis@cityofirvine.org](mailto:mdavis@cityofirvine.org)



**Darryl Haley**  
Executive Vice President  
602 Main St., Suite 1100  
Cincinnati, OH 45202-2549  
(513) 632-7690  
(513) 621-7573 (fax)  
dhaley@go-metro.com

March 22, 2016

To Whom It May Concern:

SORTA has contracted with MV Transportation to provide transportation services since 2002.

MV Transportation continues to be very responsive to our requests and is flexible in meeting the ever-changing needs of our customers and organization. In 2015, Access's on-time performance exceeded 94% and efficiency was more than 2.3 passengers per revenue hour. Other key performance indicators were either met or exceeded.

Over the past two years we have managed a significant increase in ridership as a result of several area providers discontinuing or reducing transportation funding for their consumers. The local MV team and SORTA came together to ensure that there would be no impact on the quality of service provided. The MV team was steadfast in guaranteeing that customer service was not impacted.

SORTA is pleased with the partnership between SORTA and MV Transportation.

Sincerely,

Darryl Haley  
Executive Vice President



Regional Transit System  
PO Box 490, Station 5  
Gainesville, FL 32602-0490  
(352) 393-7852  
(352) 334-2607 (fax)  
www.go-rt.com

Mr. Edward Griffin  
General Manager  
MV Transportation  
3713 SW 42<sup>nd</sup> Ave., Suite 3  
Gainesville, FL 32608

March 17, 2016

**RE: Letter of Recommendation**

Dear Mr. Griffin:

I'd like to take this opportunity to commend MV transportation for all they do for the Gainesville community. In 2003, MV Transportation was awarded the contract to be the Alachua County Community Transportation Coordinator (CTC) and to provide paratransit service in the City of Gainesville. MV inherited a very dysfunctional system and Gainesville was in crisis mode. MV Transportation was equal to the task and came in with the people, vehicles and the resources needed to work through the problems and put Gainesville back on the right track. For the last 11 years MV Contract Transportation has been a stalwart partner to RTS and to the other Alachua clients. They have worked tirelessly to improve the service and today provide premier transportation services to the citizens of Gainesville and Alachua County.

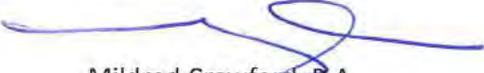
As a corporation MV focuses on safety. Early in their tenure in Gainesville MV transportation purchased DriveCam cameras, which allows a dedicated team to collect data on every trip provided to ensure customer safety and improve driver performance. Recently MV almost attained 100 days without a safety accident or incident. While not making the 100 days was heartbreaking, going 98 days without an accident or incident is phenomenal. MV transportation has every right to be proud of being able to attain that many days without an incident or accident. This achievement was possible because the culture of safety is ingrained into MV Transportation's corporate DNA.

MV transportation uses Trapeze, which is the leading scheduling software employed by transit organizations nationwide. In 2008, MV partnered with RTS to purchase and install Mobile Data Terminals (MDTs) to improve On Time Performance (OTP) and provide clients with real time "where's my ride" updates. MV continually looks for ways to improve the provision of service by employing the latest technological advances in transportation. Recently MV Transportation incorporated TimePoint dispatching software into their operations model, which allows dispatchers and schedulers to efficiently manage the schedule and increases dispatcher efficiency in controlling revenue vehicles. Now MV Transportation is moving to the next generation of MDTs and has procured Samsung tablets employing DriverMate, which is the state of the art when tracking vehicles and providing real time data in the provision of service. The Samsung Tablets are comparable and in some ways better than the first generation MDTs because they are more economical.

As a caring corporate team player, MV Contract Transportation has sponsored events for the National Federation of the Blind and participates yearly in the National White Cane Walk and ADA birthday event held by Alachua County for the Gainesville Community. Their service to this community is vital and they are a trusted caring partner to our most vulnerable population.

*OUR VISION: The City of Gainesville will set the standard of excellence for a top ten mid-sized American city; recognized nationally as an innovative provider of high-quality, cost-effective services.*

Sincerely,

A handwritten signature in blue ink, consisting of a long horizontal stroke followed by a loop and another horizontal stroke.

Mildred Crawford, P.A.  
ADA Transit Coordinator



**Palm Tran**

**Administrative Offices**

3201 Electronics Way  
West Palm Beach, FL 33407-4618

(561) 841-4200

FAX: (561) 841-4291

**Palm Tran Connection**

50 South Military Trail  
Suite 101  
West Palm Beach, FL 33415-3132

(561) 649-9838

FAX: (561) 514-8365

www.palmtran.org



**Palm Beach County  
Board of County  
Commissioners**

Mary Lou Berger, Mayor

Hal R. Valeche, Vice Mayor

Paulette Burdick

Shelley Vana

Steven L. Abrams

Melissa McKinlay

Priscilla A. Taylor

**County Administrator**

Verdenia C. Baker

*"An Equal Opportunity  
Affirmative Action Employer"*

Official Electronic Letterhead

February 25, 2016

Jeanie Chrisman  
MV Transportation  
3301 Electronics Way #D  
West Palm Beach, FL 33407

Ms. Chrisman:

After the first year of service, I want to acknowledge GM, Jeanie Chrisman, AGM - Felix Collazo and MV's efforts to provide excellent service. Additionally your management team has been extremely responsive to any issues or requests whenever needed.

The first yearly audit was recently completed and MV's files and departments were all in order. It is a pleasure when records are kept orderly and correctly. MV also works very well with their fellow vendors and Palm Tran Connection is appreciative of the team work with our staff. This helps promote a safe, positive experience for all of our passengers.

MV's safety programs and employee appreciation programs and lunches help them to provide the excellent service they have and will provide in coming years.

I would also like to acknowledge Regional Vice President, Ed Overn, who responds thoroughly and quickly to any requested for information from Palm Tram Staff. During the startup, Ed even preformed parking lot duty, which we all respected.

During the past year of service, MV has been able to get every route out and also provides extra routes as needed. Though any start up is a challenge, MV was ready, and made every effort to make sure passengers were happy with service. For many months now, the commendations have outnumbered the complaints, sometimes almost triple.

I commend MV for being the first Palm Beach vendor to get the propane tanks installed. I know this was a difficult task, but you stuck with it, working with Amerigas and pushing them to finish the installation which will save the County considerable money with the lower price per gallon.

Thank you.

Sincerely,

Ron Jones  
Director, Palm Tran Connection



**CARSON CITY NEVADA**  
**Consolidated Municipality and State Capital**  
**PUBLIC WORKS**

February 11, 2016

Mark Elias, Vice President, Operations – Northwest  
MV Transportation, Inc.  
5910 N. Central Expressway, Suite 1145  
Dallas, TX 75206

RE: Division 51 Performance – 2015

Dear Mr. Elias,

I am writing to express appreciation for the performance and partnership we have with MV Transportation. As the contract operator for the Jump Around Carson (JAC) Transit System, MV Transportation's Division 51 staff in Carson City, and, in particular, Ms. Lisa Leuschner, General Manager, continue to meet and exceed the needs of the system.

Since 2010, MV Transportation has been an excellent company to work with, and has helped JAC grow ridership and expand service while successfully overcoming several challenges. During 2015 in particular, MV Transportation staff was once again professionally provided additional accident and incident free transportation services during the Nevada Fair, assisted in emergency relief situations, and successfully managed our transition to a new scheduling and dispatching software provider. These are some of the key tasks accomplished by staff while continually providing dependable regular and ongoing transit service and despite numerous obstacles resulting from vehicle maintenance issues. With the continued hard work and dedication of MV Transportation, JAC was able to achieve a record total of over 216,000 passenger trips during 2015.

We look forward to continued work with you and the rest of MV Transportation staff during the coming year in providing safe, quality service to the citizens of Carson City, and to the possibility of entering into a new contract term.

Sincerely,

Patrick A. Pittenger, AICP, PTP  
Transportation Manager

3505 Butti Way, Carson City, NV 89701 (775) 887-2355 FAX (775) 887-2112  
Operations: Water, Sewer, Streets, Wastewater, Landfill, Environmental  
Engineering, Transportation, Capital Projects



# CITY OF PETALUMA

POST OFFICE BOX 61  
PETALUMA, CA 94953-0061

David Glass  
*Mayor*

Chris Albertson  
Teresa Barrett  
Mike Healy  
Gabe Kearney  
Dave King  
Kathy Miller  
*Councilmembers*

February 9, 2016

MV Transportation Inc.  
Attn: Laura Hansen & John Siragusa  
5910 N. Central Expressway, Suite 1145  
Dallas, TX 75206

Dear: Laura & John

This letter of appreciation is for MV Transportation's Division 24, Petaluma, California. For 16 years now, MV Transportation has operated Petaluma Transit fixed route service, and for five years has operated both fixed route and paratransit for the City of Petaluma. In 2012, the local MV Team assumed control of paratransit operations, including several new employees, from a longtime local non-profit. Once again, MV Transportation and the City of Petaluma worked through a challenging event, this absorption of longtime employees of another provider, under trying circumstances (specifically during implementation of automated scheduling and dispatch hardware and software). In 2014, Ms. Elizabeth Stayner replaced Ms. Dawne Ivory as the new General Manager of Division 24, and her transit experience and interpersonal communications skills immediately elevated the morale of the MV team here in Petaluma.

MV continues to perform in Petaluma and shows great flexibility and creativity as Petaluma Transit enjoys unprecedented ridership growth since 2009 (over 100% increase). Liz is a very valuable resource as we collaboratively develop and price various service change options under consideration in the ongoing SRTP. Liz is able to respond quickly to the dynamic market-driven changes that have led to the dramatic growth of transit ridership in Petaluma in recent years. MV's General Manager and her team have performed admirably with a burgeoning transit market and challenging local traffic.

I would like to commend MV Transportation for having a special managerial team assigned to Division 24, Petaluma Transit. MV Transportation is represented in the highest manner by Elizabeth Stayner and her team here in Petaluma.

In summary MV continues to provide quality service for the City of Petaluma and our passengers and continues to be an excellent partner with the City of Petaluma.

Joseph Rye  
Transit Division Manager  
City of Petaluma

Cc: Kevin Klika

#### **Public Works & Utilities**

**City Engineers**  
11 English Street  
Petaluma, CA 94952  
Phone (707) 778-4303  
Fax (707) 776-3602  
E-Mail:  
publicworks@  
ci.petaluma.ca.us

**Parks & Building  
Maintenance**  
840 Hopper St. Ext.  
Petaluma, CA 94952  
Phone (707) 778-4303  
Fax (707) 778-4437

**Transportation Services**  
555 N. McDowell Blvd.  
Petaluma, CA 94954  
Phone (707) 778-4421  
Fax (707) 776-3799

**Utilities & Field Operations**  
202 N. McDowell Blvd.  
Petaluma, CA 94954  
Phone (707) 778-4546  
Fax (707) 778-4508

E-Mail: publicworks@  
ci.petaluma.ca.us

## PUTNAM COUNTY EXECUTIVE

40 Gleneida Avenue

Carmel, New York 10512

(845) 808-1001 Fax (845) 808-1901

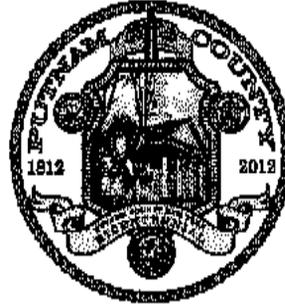
www.putnamcountyny.gov

MaryEllen Odell  
County Executive

Bruce J. Walker  
Deputy County Executive

Patricia Simone  
Chief of Staff

Nicholas DePerno Jr.  
Director of Constituent Services



January 8, 2016

Mrs. Sheralee Malverty  
MV Transit  
841 Fair Street  
Carmel, New York 10512

Dear Sheralee,

No matter how much preparation one does, the first few days taking on any new task can be taxing. I understand that it was your careful planning and skillful management that made the transition of MV Transit taking over the Croton Falls Shuttle a success. I cannot thank you enough.

I also appreciate the professionalism shown by the drivers on the route. They are the face of the company to the customers and their patience and friendliness also helped smooth the transition.

The Croton Falls Shuttle is a vital service provided to the commuters living in Mahopac and I am glad to see it is now in your hands.

Before you know it these days will be merely a faded memory, but how you shined will not be forgotten.

Sincerely,

A handwritten signature in black ink that reads 'MaryEllen Odell'.

MaryEllen Odell  
Putnam County Executive

cc: Sandra Fusco  
Vincent Tamagna



# Anchorage School District

---

## Transportation Services

3580 East Tudor Road • Anchorage, AK 9907 • 907-742-1200 • <http://www.asdk12.org/transportation/>

January 25, 2016

Mr. Mark Elias  
5910 N. Central Expy  
Suite 1145  
Dallas, Texas 75206

Dear Mark,

The Anchorage School District would like to commend the Reliant Transportation team lead by Jim Luczycki, General Manager, for an excellent first semester of service. As the new Transportation Director I have found the team to be very responsive to the needs of the district and they have also aided in my transition into the district.

My understanding is that when faced with driver shortage issues last year, the staff put together and implemented an action plan to solve the problem and the results helped to have a successful startup. Also, ongoing forthright and positive communication continues to make the team successful. Although we have had a few service issues Jim and his team have quickly addressed the issues and learned from any mistakes made.

I also appreciate your and the companies support of the continuous driver training program. Having a full complement of drivers has certainly led to improved service.

Jim has often worked long hours and personally made himself available at all hours of the day or evening, including weekends as needed. He is truly committed to the success of the district.

We look forward to our next ten year contract continuing to improve on our successful partnership.

Respectfully,

Chuck Moore  
Director of Transportation Services

---

*Educating All Students for Success in Life*

Anchorage School Board Kameron Perez-Verdia, President  
Kathleen Plunkett, Vice President Betty Davis, Treasurer  
Tam Agosti-Gisler, Clerk Eric Croft

Pat Higgins  
Elisa Snelling

Superintendent Ed Graff



## City of Show Low

*"Named by the turn of a card"*

January 15, 2016

180 North 9th Street  
Show Low, AZ 85901  
Telephone (928) 532-4000  
Facsimile (928) 532-4009  
[www.showlowaz.gov](http://www.showlowaz.gov)

Fadi Chakbezo  
M.V. Transportation

Dear Mr. Chakbazo:

On behalf of the City of Show Low, it is with great pleasure that I write this letter of recommendation for M.V. Transportation and local General Manager, Thomas Hakenewerth.

As the City's Transit Supervisor, I facilitate the administrative responsibilities of the Four Seasons Connection and White Mountain Connection public transit systems funded by the Arizona Department of Transportation and its collaborative partners. When I moved to Show Low in March 2015 to assume this position, I was truly impressed with the comprehensive bus service provided to such a rural area. As I've become more knowledgeable about the complexities of running an effective transportation service, I have come to realize that the success of our bus system can be credited to MV Transportation and its General Manager.

For almost 20 years, MV Transportation has had a positive working relationship with the City of Show Low in providing a quality public transit system for our White Mountain communities. This is largely attributed to Tom Hakenewerth who continually demonstrates a high degree of professionalism and compassion that has made our transit system second to none. Tom is a true asset to our White Mountain communities and he is well respected by all who know and work with him. I rely upon his sound judgement and diplomacy in handling difficult situations without compromising safety and customer satisfaction. I have a great working relationship with Tom and very much appreciate his extensive knowledge and the patience he has shown me as I've entered into the world of transit. More importantly, however, he is to be commended for his leadership and effective management that has resulted in the Four Seasons Connection and the White Mountain Connection systems providing the most cost-effective transit program in the State.

The City of Show Low sincerely appreciates the positive working relationship we have enjoyed with MV Transportation over these many years and applaud the trust you have demonstrated in Tom's competent leadership.

Sincerely,

Lisa Robertson  
Grants Manager/Transit Supervisor  
City of Show Low



# City of Greenville

PUBLIC TRANSPORTATION DIRECTOR

1425 KitchenAid Way

Greenville, OH 45331

(937) 548-0437

(937) 548-1704 fax

January 7, 2016

Kevin Klika  
President & Chief Operating Officer  
MV Transportation, Inc.  
5910 N. Central Expy., Suite 1145  
Dallas, TX 75206

Greenville Transit System (GTS), with MV Transportation, Inc as our contractor, was very successful in 2015. The outstanding partnership between the City of Greenville and MV was apparent in both customer service and in the smooth operations of GTS.

I have to commend Kathy Cool, General Manager for the Greenville division, for her diligence and dedication in the day-to-day operations. Kathy faced a difficult year with the death of our main dispatcher, Dave Marshal. Kathy worked tirelessly to not only do her own job, but to fill in on the dispatch schedule throughout the year until replacement dispatchers could be hired and trained.

Vehicle maintenance issues were problematic in 2015. These issues were addressed by Kathy with the support of Jason Curry as the Maintenance Manager for our region.

While putting in long hours, Kathy has continued to meet MV's exemplary safety program standards for which MV is known. Her monthly safety meetings & trainings, safety bulletin boards and safety messages are impressive.

Russell Tieskoetter, our Divisions Regional Vice President has been a great asset and support to our General Manager and is very accessible to the City of Greenville. His confidence in Kathy is apparent and his support is always available.

Ridership in 2015 was at 49,434. This is down 2.4% from 2014. We are seeing rider demographics shift to many younger riders using GTS for transportation to and from work. Demand for transit is heavy especially the first of the month when both social security and public assistance checks are deposited. The majority of our riders continue to be elderly or disabled. Wheelchair/scooter passengers make up a large portion of these riders.

The City of Greenville appreciates the partnership attitude MV brings to our transit system and we look forward to working with your company in the next several years.

Respectfully,

Pamela K. Garland  
Public Transportation Director

Cc: Michael C. Bowers, Mayor  
Russell Tieskoetter  
Kathy Cool



Dallas Area Rapid Transit  
P.O. Box 660163  
Dallas, TX 75266-0163  
214/749-3278

July 23, 2015

Mr. Doug Gies  
President, Southwest Group  
MV Transportation  
5910 N Central Expressway, #1145  
Dallas, TX 75206

Dear Mr. Gies,

We have just completed the first half of calendar year 2015 and have only one quarter left in our fiscal year. DART is extremely pleased with the progress and improvements MV Transportation has made in providing Mobility Management Services, which are reflected in the most recent key performance indicators (KPI).

The KPIs for the first six months of this year are the highest they have been since the inception of our contract in October 2012. The KPIs that best reflect the experience our customer has while using our service (on-time performance, call times, average ride time, and complaints) are all trending downward. MV has certainly met DART expectations in this regard.

I understand that this accomplishment would not be possible without local staff that can perform at the highest levels. This is certainly what DART has experienced with MV's local team led by your General Manager, Mr. Keith Anglin. What is most impressive is the way they have inserted themselves into the community that we serve through meetings at major centers and their interactions with our customers at public meetings like the ADA meeting we concluded just this past Saturday. Their dedication and performance is noted and recognized.

All eyes are on the future. We anticipate these current trends will continue and net the best performance results we have had as an organization. We are excited about our current partnership with MV Transportation.

Sincerely,

A handwritten signature in blue ink, appearing to read "JOA", written over a horizontal line.

John Adler  
Vice President, Procurement

A handwritten signature in blue ink, appearing to read "Doug Douglas", written over a horizontal line.

Doug Douglas  
Vice President, Mobility Management Services



July 1, 2015

Kevin Klika, CEO  
MV Transportation  
5910 N Central Parkway, Suite 1145  
Dallas, Texas 75206

Dear Mr. Klika:

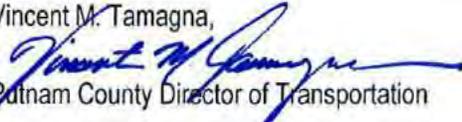
I would like to congratulate your team; during the first 64 weeks of our contract you have demonstrated excellence in transportation. I am sure it is with great pride that you lead MV Transportation. Adem Adem from the beginning made a commitment to a strong partnership. I must begin by saying that the corporation has surpassed my every expectation. Your company's commitment to Putnam County is greatly appreciated.

Putnam County has been the beneficiary of unyielding support from MV Transportation. The corporate team is always available, and the wealth of knowledge amassed within your national organization has brought efficiencies to our system that was suffering the malaise of being three decades old. MV was able to sail through a seamless transition against the odds and incorporate many improvements. The team is committed, with positive beliefs and values, and always puts the customer is first.

During the transition, the corporate team descended on us and instantly improved how we do business. The regional and corporate support that we received from every facet of transportation including, operations, maintenance, safety, logistics, and technology all revived a tired system. The Prekindergarten/Early Intervention child transports are perhaps the most difficult part of our multi-faceted system, and I receive accolades on a regular basis from parents of these children with special needs. During the transition one of the mechanics from Atlanta who assisted in the transition said something to me that I will never forget, he said, "The entire company realizes how important their job is and we committed because it is all about getting grandma to dialysis." Everyone at every level recognizes the importance of the work we ultimately do to provide service to the public. Your team seems always to get it right.

Everything from more efficient operations to a higher standard of safety led Putnam County to great a much improved transit system. The most remarkable thing is the close bond we have shared with your company at every level; corporate, regional and, of course, the ground troops, speaking about your local team, I could not have a better general manager, and I assure you that her team shares your values and commitment. MV has a knack to attract the best and brightest. Thank you again for your commitment, and I look forward to our continued relationship.

Vincent M. Tamagna,

  
Putnam County Director of Transportation



# HANFORD JOINT UNION HIGH SCHOOL DISTRICT

823 West Lacey Boulevard • Hanford, California 93230  
(559) 583-5901 • Fax (559) 589-9769  
www.hjuhsd.k12.ca.us

## BOARD OF TRUSTEES

Karl Anderson   Art Brieno   Alicia Martella   Danny Todd   John Webster

William L. Fishbough, Superintendent

June 3, 2015

Cam Lu  
MV Transportation, Inc.  
629 W. Davis St. • Division 62  
Hanford, CA 93230

Dear Cam,

As the current Chairperson of the Kings County Transportation Authority (KSTA) I would like to take this opportunity to express my appreciation for the effort MV Transportation has put into serving the students of Kings County. The transition from our old provider to MV Transportation went seamless from our perspective thanks solely to the efforts of YOUR company.

With very little assistance from the previous transportation service you were able to get the buses ready over the weekend so service to our students went uninterrupted. MV Transportation has been quick to respond to any situation that has come up and parent complaints to my office are nonexistent. The buses are well maintained and service has been provided each day in a prompt fashion. In addition, you have been accommodating and quick to respond to site schedule changes.

I am looking forward to many years of working with MV Transportation.

Sincerely,

William L. Fishbough  
Superintendent HJUHS  
KSTA Chairperson

WLF/djs



## Elko County Board of Commissioners

540 Court Street, Suite 101 • Elko, Nevada 89801

775-738-5398 Phone • 775-753-8535 Fax

### Commissioners

Delmo Andreozzi

Demar Dahl

Cliff Eklund

Glen G. Guttry

Rex Steninger

### Elko County Manager

Robert K. Stokes

### Executive Assistant

Michele Petry

### Receptionist/Clerical

Sarah Dill

May 28, 2015

MV Transportation, Inc.

Mark Elias; Vice President of Operation - Northwest

2458 N Highway 89

Ogden, UT 84404

Dear Mr. Elias,

We would like to extend a deep and sincere thank you to MV Transportation, Inc. regarding the progress MV has helped make in the operations of the GET (Greater Elko Transit) My Ride program.

In the year and a half that MV Transportation, Inc. has been contracted with Elko County, they have not only followed the instructions, policies and procedures supplied to them by Elko County Transit Department; they have also brought expertise, ideas and practical suggestions to the project that has led to the improvement of the program.

If it weren't for Mr. Petrovic's efforts to find the correct contact at Utah Transit Authority (UTA), we would not have received the 3 buses that UTA donated to our program. He has also been a resource to us in the process of creating a transit plan.

Heather Oleson (Local Operations Manager) has been an important asset to the GET My Ride program. She is the person who works directly with Elko County Transit Department to carry out the program's plans. She deals directly with passengers, has oversight of the staff, tracks data and schedules maintenance. She has also volunteered her time many times to decorate and drive buses in parades, create collaborative partnerships with service agencies and other projects that have benefited small non-profit organizations.

The GET My Ride program has passed two reviews with very positive results: Nevada Department of Transportation (NDOT) and Aging and Disabilities Service Division (ADSD). Both agencies have conducted on-site reviews and the program passed the reviews with only very minor corrections.

Thank you for your hard work and dedication to the GET My Ride program.

Sincerely,

Elko County Board of Commissioners



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Demar Dahl, Chair



---

Glen G. Guttry, Vice Chair



---

Delmo Andreozzi



---

Cliff Eklund



---

Rex Steninger



2915 Jorie Blvd.  
Oakbrook, IL 60523

April 20, 2015

Mr. Brian Balogh  
MV Transportation  
[Brian.Balogh@mvtransit.com](mailto:Brian.Balogh@mvtransit.com)

Dear Brian,

The purpose of this letter is to thank MV Transportation and provide recognition to your company and team, particularly Steve Baker.

This past year presented several challenges to our operations as result of changes to our business. Each time MV Transportation answered the call and provided very quick response times. Steve was prompt in returning all messages and in most cases was able to provide the information needed on the spot.

It is a delight to work with a vendor partner that is responsive and solution oriented.

Thank you!

A handwritten signature in black ink that reads "Smiller".

Susan M. Miller  
Director Fleet Program Services  
McDonald's Corporation  
[1fleet.sue.miller@us.mcd.com](mailto:1fleet.sue.miller@us.mcd.com)  
630-623-6173

**Carlos Hernandez**  
Mayor

**Isis Garcia-Martinez**  
Council President

**Luis Gonzalez**  
Council Vice President



Council Members

**Jose F. Caragol**  
**Vivian Casals-Muñoz**  
**Katharine E. Cue-Fuente**  
**Paul B. Hernandez**  
**Lourdes Lozano**

# City of Hialeah

April 17, 2015

MV Contract Transportation  
Ed Overn Regional Vice President

Mr. Ed Overn,

I am writing this letter to re-confirm how pleased we are on having MV Transportation as our service provider for the City of Hialeah Circulator! We have seen the difference that it makes as I have said, now we have a 'professional company' serving our community.

The number of customer calls and complaints has decreased. MV continues to provide the operators with ongoing training to ensure the best possible service is given. This shows a commitment to the quality of service that we envision for our transit system.

As stated in prior letters, with Mr. Anthony Rodriguez as General Manager, we have a true partnership that we feel will take our service to the next level. Mr. Rodriguez has been dedicated to improving the service and working with us to make the needed changes from the beginning. He has done an excellent job in creating a professional climate to work in for the Operators. We also see the corporate support that MV has provided in the areas of Safety and Maintenance. We are in the middle of a Triennial Audit that is being performed and MV has sent a specialist on the topic of Drug and Alcohol Policies to train some of MV staff as well as City staff to ensure that we are all in compliance with all FTA requirements. Again this shows the partnership that we have with MV, and it shows the dedication that MV has with the City.

I look forward to working with MV Transportation and growing our service to meet Hialeah's Community needs. We have had a great start and appreciate the MV Team and their dedication to providing the best service possible for the City of Hialeah.

Sincerely,

Mr. Jorge de la Nuez



**Public Works**  
**Alternative Transportation Division**  
401 Vernon Street  
Roseville, California 95678-2600

March 31, 2015

Mr. Kevin A. Klika, Chief Operating Officer  
MV Transportation, Inc.  
5910 N. Central Expressway, Suite 1145  
Dallas, TX 75206

Dear Kevin,

As we begin our 14th year of working together, I wanted to take a moment to express my sincere appreciation to you, your staff, and the entire MV organization for the outstanding service we receive on a daily basis.

I am extremely impressed with the professionalism of the local MV Management team here in Roseville. Rich Frost (GM), Cynthia Lopez (OM), Richard Gwin (SM), Rosemary Lane (AM), and their staff continue to meet or exceed our expectations regarding all aspects of the operation. We feel very fortunate to have such an experienced and devoted group of managers at the Roseville site.

As you know, the MV team manages both the Roseville Transit side of our operation, as well as oversees the task of running the Placer County Transit Information Center which provides information and trip reservations for passengers of multiple transit operators in the region. The local MV team is quick to respond to various challenges, in addition to taking the proper steps necessary to mitigate future concerns. They are proactive with all operational issues, while keeping my staff informed of issues on day to day matters. They also do a great job at coordinating with other local transit agencies to help increase productivity and efficiencies within the region.

Each time I visit the division, I can tell that the morale is high and that the front line employees are motivated to get the job done in the best manner possible. I am extremely impressed that the division has sustained only 1 preventable injury in over 3 years. I also appreciate the team's commitment to our community, from their participation in Roseville parades, to Stuff-A-Bus, to the company's membership in the Chamber of Commerce. This is a strong indication that MV Transportation and the local team not only care about the operation, but also about the community they serve.

The City of Roseville and Alternative Transportation Office truly appreciates working with MV Transportation and all the hard work your local team puts forth toward making our transit system and the regional call center the best in the west.

Sincerely,

A handwritten signature in blue ink, appearing to read "Mike Wixon", is written over a circular stamp.

Mike Wixon  
Alternative Transportation Manager  
City of Roseville



Western Contra Costa  
Transit Authority

January 27, 2015

Mr. Brian Kibbe, CEO  
MV Transportation, Inc.  
5910 N. Central Expressway, Suite 1145  
Dallas, TX 75206

Dear Mr. Kibbe,

I am writing to express my sincere appreciation to MV, and to the outstanding site managers and employees assigned to our location, for the exemplary service we have received both during the current contract period and, in fact, throughout the more than 14 years of our partnership with your company. As you may know, we were pleased to award a new multi-year contract to MV in April, 2013 after a particularly competitive procurement. In the end, the decision to award to MV came down to our desire to retain the outstanding local management staff MV has committed to this contract.

Our partnership with MV extends back to the year 2000, when WCCTA made our first contract award to your firm. We consider ourselves extremely fortunate to have had Electra Jeter in the role of MV's Pinole Division General Manager throughout the 14 years MV has operated our fixed route, paratransit and express bus services, and maintained the WCCTA fleet.

Electra has worked in close partnership with our agency to expand and continually improve service to our community. She has assembled an outstanding workforce, and has been proactive in creating the culture of openness and trust that defines our location, and that governs the interactions with our passengers and the broader community. Additionally, she has been extraordinarily generous with her own time and financial resources in responding to a broad array of charitable and philanthropic projects in the local area. These efforts have included providing meals to families in need on a number of occasions throughout the year. Though Electra prefers to maintain a low profile about her support for less fortunate members of our community, her contributions are recognized and sincerely appreciated by the WestCAT staff and Board of Directors.

Since the beginning of this new contract period, Electra has found a way of further improving the already stellar performance of the local team, as exemplified by the location being acknowledged for its excellent safety record, and having two employees named as recipients of the prestigious "MV Cares" award. This speaks not only to the caliber of employees Electra attracts to the location, but to the high professional standards she and her staff have instilled in the workforce.



This year, I would like to acknowledge the entire management team for their outstanding performance. Assistant General Manager Karen De Rosa, Safety and Training Manager Denise Williams, Dispatch Manager Telisha Burns, and Operations Manager Stacey Burks (one of the MV Cares award winners) have worked exceptionally well together, and have implemented a number of initiatives that have further improved the already outstanding record of operational safety and efficiency. I also want to commend the entire Pinole maintenance staff under the direction of Maintenance Supervisor Al Warner. The mechanics on staff, some of whom are comparatively new to transit, have demonstrated an excellent work ethic, and a willingness to go 'above and beyond' to safeguard the operational readiness of the fleet, and to ensure our passengers are comfortable and safe.

Again, it is with great pleasure that I acknowledge the fine job that MV has done at all levels of your organization. Thank you.

Sincerely,

A handwritten signature in blue ink, appearing to read "Charles Anderson".

Charles Anderson  
General Manager

**PUBLIC WORKS  
DEPARTMENT**

**ADMINISTRATION**

3505 Butti Way  
Carson City, NV 89701-3498  
Ph: 775-887-2355  
Fx: 775-887-2112

**FLEET SERVICES**

3303 Butti Way, Building 2  
Carson City, NV 89701-3498  
Ph: 775-887-2356  
Fx: 775-887-2258

**OPERATIONS**

(Water, Sewer, Wastewater,  
Streets, Landfill, Environmental)  
3505 Butti Way  
Carson City, NV 89701-3498  
Ph: 775-887-2355  
Fx: 775-887-2112

**ENGINEERING/  
TRANSPORTATION/  
CAPITAL PROJECTS**

3505 Butti Way  
Carson City, NV 89701-3498  
Ph: 775-887-2355  
Fx: 775-887-2112

**BUILDING and SAFETY  
PERMIT CENTER**

108 E. Proctor Street  
Carson City, NV 89701-4240  
Ph: 775-887-2310  
Fx: 775-887-2202

**PLANNING**

108 E. Proctor Street  
Carson City, NV 89701-4240  
Ph: 775-887-2180  
Fx: 775-887-2278

**HEARING IMPAIRED**

Dial 711

**CARSON CITY NEVADA**  
Consolidated Municipality and State Capital



January 8, 2015

Mark Elias, Vice President, Operations – Northwest  
MV Transportation, Inc.  
5910 N. Central Expressway, Suite 1145  
Dallas, TX 75206

RE: Division 51 Performance – 2014

Dear Mr. Elias,

I am writing to express appreciation for the performance of the Division 51 staff in Carson City, and, in particular, Ms. Lisa Leuschner, General Manager, during the past year.

During 2014, MV staff was successful in providing additional accident and incident free transportation services during the Sesquicentennial Fair, participated in multiple outreach activities geared toward the elderly and disabled communities in Carson City, and accommodated city officials and the public during special events. They also accommodated requests for various reports as required by Logisitcare and the Division of Health Care Financing and Policy in a timely manner. Further, they professionally managed a service expansion including expanded weekday evening service, all in addition to dependably providing regular and ongoing transit service despite numerous vehicle issues, for a record total of over 212,000 passenger trips during 2014.

We look forward to continuing working with you, Lisa, and MV Transportation during the coming year.

Sincerely,

Patrick A. Pittenger, AICP, PTP  
Transportation Manager

December 13, 2014

Mr. Kevin Klika  
MV Transportation Inc  
5910 N Central Expressway  
Suite 1145  
Dallas, TX 75206

SUBJECT: Annual Review

Dear Mr. Siragusa,

MV Transit has operated the KART bus systems since July of 2003; it is with great pride that I look back on the accomplishments, improvements, and performance of KART's fixed route and paratransit bus systems over the past year. All of which would not have been possible without the relationship our two organizations have built together.

During 2014 KART began implementing new technology on both the fixed routes and paratransit. In implementing the new technology we knew there would be hurdles that would need to be overcome. The implementation of the new technology would affect every layer of our operations and would require input and cooperation from everyone. The level of dedication, professionalism, and leadership displayed by ALL MV Transportation Hanford Division Staff, has exceeded our expectation.

Because of the relationship we have built through the years MV Transportation Hanford Division Staff and KCAPTA Staff have been able to successfully communicate not just in the implementation phase, but in the planning phase of the technology project that the hurdles we thought we would need to overcome were merely bumps in the road.

With the new technology came a lot of changes for both the riders and everyone involved with the day-to-day operations of the KART bus systems. I would like to acknowledge the professionalism, and dedications exhibited by ALL of the MV Transportation Hanford Division Staff. Although I do not believe that anyone can say they fully embrace change, the Hanford Division Staff has made the implementation of the new technology successful by effectively communicating issues and offering impressive solutions.



Kings Area Rural Transit (KART)  
629 Davis Street - Hanford, California 98230  
OFFICE (509) 852-2602  
FAX (509) 584-2527  
[www.nykartbus.com](http://www.nykartbus.com)

MV Transportation continues to remain active in the community, especially around the holidays. Annually MV Transportation has sponsored a "Stuff the Bus" campaign in which riders donate canned good for a chance to win prizes. At the end of the campaign, MV Transportation delivers all the food collected to a local charity.

I am proud of the excellent service that we provide, the collaborative relationship that we have forged, and the ability to overcome obstacles. I would like to express my thanks to the Hanford Division Team for all of their dedication in making the KART system safe and reliable; I look forward to our continued joint success during this next year.

Sincerely,

A handwritten signature in blue ink, appearing to read "Angie Dow", with a long, sweeping horizontal line extending to the right.

Angie Dow  
Executive Director

# 8. Submittal

## 8. Submittal

Please find the cover letter with all required content preceding the proposal.

**PROFESSIONAL SERVICES AGREEMENT**  
(City of Calabasas / *MV Public Transportation, Inc.*)

**1. IDENTIFICATION**

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

**2. RECITALS**

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

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

**3. DEFINITIONS**

- 3.1 “Scope of Services”: Such professional services as are set forth in Consultant’s *May 5, 2016* 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 *June 14, 2016* fee schedule to City attached hereto as Exhibit B and incorporated herein by this reference.
- 3.3 “Commencement Date”: September 01, 2016.
- 3.4 “Expiration Date”: June 30, 2021.

**4. TERM**

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

**5. CONSULTANT’S SERVICES**

- 5.1 Consultant shall perform the services identified in the Scope of Services. City shall have the right to request, in writing, changes in the Scope of Services. Any

such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement. In no event shall the total compensation and costs payable to Consultant under this Agreement exceed the sum of Three Million Three Hundred Ninety-Six Thousand Five Hundred Forty-Five Dollars (\$3,396,545) 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.*).

Consultant agrees to pay liquidated damages as specified in Exhibit A-Table of Liquidated Damages for all such specified occurrences, each of which constitutes a failure to perform as required by this contract.

- 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. **George Lee** shall be Consultant's project administrator and shall have direct responsibility for management of Consultant's performance under this Agreement. No change shall be made in Consultant's project administrator without City's prior written consent.

## 6. COMPENSATION

- 6.1 City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept in full satisfaction for such services, payment in accordance with the Approved Fee Schedule.
- 6.2 Consultant shall submit to City an invoice, on a monthly basis or less frequently, for the services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period and the amount due. Within ten business days of receipt of each invoice, City shall notify Consultant in writing of any disputed amounts included on the invoice. Within thirty calendar days of

receipt of each invoice, City shall pay all undisputed amounts included on the invoice. City shall not withhold applicable taxes or other authorized deductions from payments made to Consultant.

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

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

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

## **8. RELATIONSHIP OF PARTIES**

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

## **9. CONFIDENTIALITY**

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

**10. INDEMNIFICATION**

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

and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant's subcontractors or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice.

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

## **11. INSURANCE**

- 11.1 During the term of this Agreement, Consultant shall carry, maintain, and keep in full force and effect insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with Consultant's performance of this Agreement. Such insurance shall be of the types and in the amounts as set forth below:
- 11.1.1 Comprehensive General Liability Insurance with coverage limits of not less than One Million Dollars (\$1,000,000) including products and operations hazard, contractual insurance, broad form property damage, independent consultants, personal injury, underground hazard, and explosion and collapse hazard where applicable.
  - 11.1.2 Automobile Liability Insurance for vehicles used in connection with the performance of this Agreement with minimum limits of Five Million Dollars (\$5,000,000) per claimant and Five Million dollars (\$5,000,000) per incident.
  - 11.1.3 Worker's Compensation insurance as required by the laws of the State of California.
  - 11.1.4 Pollution Liability of One Million Dollars (\$1,000,000).
- 11.2 Consultant shall require each of its subcontractors to maintain insurance coverage that meets all of the requirements of this Agreement.
- 11.3 The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A:VII in the latest edition of Best's Insurance Guide.

- 11.4 Consultant agrees that if it does not keep the aforesaid insurance in full force and effect, City may either (i) immediately terminate this Agreement; or (ii) take out the necessary insurance and pay, at Consultant's expense, the premium thereon.
- 11.5 At all times during the term of this Agreement, Consultant shall maintain on file with City's Risk Manager a certificate or certificates of insurance showing that the aforesaid policies are in effect in the required amounts and naming the City and its officers, employees, agents and volunteers as additional insureds. Consultant shall, prior to commencement of work under this Agreement, file with City's Risk Manager such certificate(s).
- 11.6 Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages.
- 11.7 The General Liability Policy of insurance required by this Agreement shall contain an endorsement naming City and its officers, employees, agents and volunteers as additional insureds. The General Liability Policy required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty days' prior written notice to City. Consultant agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.
- 11.8 The insurance provided by Consultant shall be primary to any coverage available to City. Any insurance or self-insurance maintained by City and/or its officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.
- 11.9 All insurance coverage provided pursuant to this Agreement shall not prohibit Consultant, and Consultant's employees, agents or subcontractors, from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against the City.
- 11.10 Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of City, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Consultant shall procure a bond guaranteeing payment of losses and expenses.
- 11.11 Procurement of insurance by Consultant shall not be construed as a limitation of Consultant's liability or as full performance of Consultant's duties to indemnify, hold harmless and defend under Section 10 of this Agreement.

**12. MUTUAL COOPERATION**

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

**13. RECORDS AND INSPECTIONS**

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

**14. PERMITS AND APPROVALS**

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

**15. NOTICES**

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

If to City

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

If to Consultant:

*MV Public Transportation, Inc.*  
*479 Mason Street, Ste. 221*  
*Vacaville, CA 95688*  
*Attn: George Lee*  
Telephone: (310) 908-7150  
Facsimile: (707) 446-4177

With courtesy copy to:

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

**16. SURVIVING COVENANTS**

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

**17. TERMINATION**

17.1. City shall have the right to terminate this Agreement for any reason on 60 calendar days' written notice to Consultant, and payment of Consultant's reasonable close-out costs. Consultant shall have the right to terminate this Agreement for any reason on sixty calendar days' written notice to City. Consultant agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All City data, documents, objects, materials or other tangible things shall be returned to City upon the termination or expiration of this Agreement.

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

**18. GENERAL PROVISIONS**

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

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

age, physical or mental disability or medical condition.

- 18.3 The captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph thereof at the head of which it appears, the section or paragraph thereof, as the case may be, and not such heading, shall control and govern in the construction of this Agreement. Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).
- 18.4 The waiver by City or Consultant of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. No term, covenant or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in writing.
- 18.5 Consultant shall not be liable for any failure to perform if such failure was due to causes beyond the control and without the fault or negligence of Consultant, including without limitation, acts of God, fire, flood, explosion, war, terrorism, sabotage, extreme weather, embargo, traffic, extended mechanical failure, shortages of utilities or fuel, action or request of governmental authority, strike, slowdown, or other labor disputes, transportation embargo, civil riot or insurrection, or judicial action.
- 18.6 Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance of the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any of all of such other rights, powers or remedies. In the event legal action shall be necessary to enforce any term, covenant or condition herein contained, the party prevailing in such action, whether reduced to judgment or not, shall be entitled to its reasonable court costs, including accountants' fees, if any, and attorneys' fees expended in such action. The venue for any litigation shall be Los Angeles County, California.
- 18.7 If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to, the extent necessary to cure such invalidity or unenforceability, and in its amended form shall be enforceable. In

such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

- 18.8 This Agreement shall be governed and construed in accordance with the laws of the State of California.
- 18.9 All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between City and Consultant with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed by City and Consultant.

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

**“City”**  
**City of Calabasas**

**“Consultant”**  
**MV Public Transportation, Inc.**

By: \_\_\_\_\_  
*James R. Bozajian, Mayor*

By: \_\_\_\_\_  
*Joe Escobedo, Senior Vice President*

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

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

By: \_\_\_\_\_  
*Fadi Chakbazof, Regional Vice President*

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

Attest:

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

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

Approved as to form:

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

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

## EXHIBIT A SCOPE OF WORK

### **A. Performance Standards & Liquidated Damages:**

The Contractor will strive at all times to provide service in a manner which will ensure responsive service to transit customers, while at the same time maximizing service reliability and safety. In order to identify key areas of concern to the City, various performance standards are described below for which liquidated damages (referred as damages) may be assessed when service falls below the standards. The City may elect to change, modify or add performance measures during the term of the contract to ensure a high level of customer service.

#### A.i. Fixed-Route Minimum Performance Standards:

<b>Service Operation</b>	Vehicles shall be operated with primary regard for the safety, comfort, convenience, and overall satisfaction of passengers and the general public.
<b>Service Schedule</b>	Service shall be provided as scheduled or according to any adjusted schedule established by the City, including route modifications required as a result of construction, special events, or declared emergency.
<p><b>On-Time Performance:</b> A vehicle will be noted as “on-time” if it leaves a stop no sooner than one minute before the scheduled time and no later than five (5) minutes after the scheduled departure time. For example, if the schedule indicates a departure of 10:00 a.m., a vehicle leaving at or earlier than 9:59 a.m., or later than 10:05 a.m. shall be considered <u>not</u> on-time.</p>	<ul style="list-style-type: none"> <li>• 85% of departures from timepoints will be made “on-time.” When at least 15% of scheduled departures do not occur within five minutes after the scheduled departure time, On-Time Performance will be considered insufficient.</li> <li>• Zero tolerance for vehicles running more than one minute ahead of schedule (“hot”), measured by time points.</li> <li>• Zero tolerance for On-Time Performance violations on the first trip of any block.</li> </ul>
<p><b>Missed Trips:</b> Operational difficulties that result in missed trips or vehicles not operating as required by the Agreement must be reported immediately to the City.</p>	<ul style="list-style-type: none"> <li>• 90% of cumulative trip distance (in miles) will be met per single trip; when more than 10% of a trip distance (in miles) is not completed, it will be considered a missed trip unless otherwise approved by the City.</li> <li>• All timepoints will be met per single trip; unless otherwise approved by the City.</li> </ul>
<b>Communication Between City and Contractor</b>	City and Contractor shall develop agreed upon communication protocol detailing how information is conveyed and will establish time periods for different events. These procedures are intended to ensure that City staff is aware of passenger concerns, complaints, and operation problems. Vehicle operators are to report passenger complaints or operational problems immediately to Contractor staff who will ensure that appropriate measures are taken to correct the problem.

A.ii. Liquidated Damages:

Any breach of this Agreement by Contractor could result in substantial damages and injury to the public and City in amounts which are difficult to ascertain with specificity at this time. Therefore, certain dollar amounts are established here for the identified standards. Damages may be waived if due to a manufacturer defect existing in a vehicle or series of vehicles.

The damages described below may be instituted by the City no sooner than two months after the initiation of the service, with the exception of the Service Failure Penalty described below.

The City's may elect to not assess a penalty at any occurrence; however, this does not prohibit the City from assessing a penalty in the future for a similar occurrence. In addition, the damages detailed in this section shall not relieve Contractor of its obligations to satisfy each and every requirement under the terms of the Agreement.

The invalidity or unenforceability of any particular assessment established in this Section shall not affect the validity or enforceability of other assessments established in this Agreement.

The City's Transit Manager and Contractor's General Manager will meet per a mutually agreed upon schedule to review potential deficiencies. At the close of each of these meetings, a determination will be made as to what, if any, liquidated damages will be assessed. The Transit Manager's decision with regard to the assessment of payment reductions is final and may not be appealed. After damages are assessed, the rate of consideration shall revert to the rates specified in the Compensation section of the Agreement until the next assessment is made.

This Program does not lessen City's right to declare a material breach of contract for non-compliance reasons, nor does it constitute a waiver of any other remedies provided by law. This program is in addition to, and not in lieu of, all other City remedies for failure to perform the Agreement.

Should the contractor meet or exceed a significant portion of Section A.i. Fixed Route-Minimum Performance Standards in each month, LDs will be waived for the month.

	Item		Amount
1	Fixed-route on-time performance:	Leaving a timepoint more than one minute early or more than 10 minutes late	\$25 per occurrence per month

2	Off-route incidents: Operator must keep vehicles on their properly-assigned route at all times, except for detours due to construction, police, fire, or emergency activity, or any incident that will compromise the timely completion of an assigned route. In these instances, dispatch shall notify the City.	\$100 per occurrence, up to \$1000 per month
3	Failure or neglect to resolve each complaint within the time set forth in this Agreement.	\$100.00 per incident per Service Recipient.
4	Failure to clean up spillage or litter caused by CONTRACTOR.	\$300.00 per incident per location.
5	Failure to repair damage to customer property caused by CONTRACTOR or its personnel.	\$500.00 per incident per location.
6	Damage to CITY streets caused by CONTRACTOR or equipment of CONTRACTOR, normal wear and tear excepted.	\$3,000 per incident and the actual cost of repair to CITY'S satisfaction – no cost to CITY.
7	Failure to maintain equipment in a clean, safe, and sanitary manner.	\$500.00 per incident per day.
8	Failure to have a vehicle Operator properly licensed.	\$2,500.00 per incident per day.
9	Failure to maintain office hours as required by this Agreement.	\$500.00 per incident per day.
10	Failure to maintain or timely submit to CITY all documents and reports required under the provisions of this Agreement.	\$250.00 per incident per day.
11	Failure to display CONTRACTOR'S name and customer service phone number on as Operators of transit vehicles.	\$500.00 per incident per day.
12	Miss Trips - Failure to operate a route	\$1,000.00 for each route not completed per day.
13	Failure to have CONTRACTOR operator in proper uniform.	\$250.00 per incident per day.
14	Failure to provide required communications equipment.	\$100.00 per incident per day.
15	Unapproved routing changes.	\$1,000.00 for each unapproved route change.



## 2. Scope of Services

### 2.1. Service Needs Summary

#### Project Understanding: Our Partnership Works

The City of Calabasas has released a request for proposals (or, "RFP") for the operation and maintenance of public transit and transportation services, referred to herein as "Public Transportation Services" or "Services". The City provides nine (9) fixed routes and one (1) fixed route trolley service, all available to the general public. The trolley service provides free transportation to twenty seven (27) locations citywide.



MV has remained the City's partner operating and managing these services since 2011. In coordination with the City's contracted paratransit provider, the company has worked to ensure professional customer-facing representation, quality service consistency, and high customer satisfaction while maintaining the City's performance expectations.

#### Our Partnership is Built on Trust

In choosing a partner for the next contract term, MV offers assurance of a smooth continuation of services without a costly and disruptive transition – allowing the time to focus on building our partnership with new service amenities. All the while, the City can continue to rely on a trusted team who is focused on service excellence and safety.

Proposed herein, Mr. Zack Dokmaji will remain the general manager of these services. With 16 years of management experience, Zack is committed to helping the City continue to achieve service excellence. Zack's record of accomplishment is marked by a number of impressive service achievements:

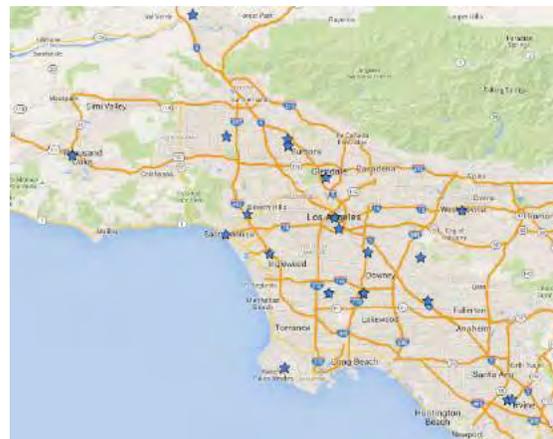
Data Tracked	Results
<b>Safety AFR</b>	With an average preventable incident frequency rate of reportable incidents meeting NTD thresholds of 0.64 per

Data Tracked	Results
	200,000 miles, MV has experienced no preventable incidents since 2011.
<b>CHP Audits</b>	MV has passed all audits with satisfactory ratings throughout the entire five-year contract term.
<b>FTA/NTD Audits</b>	MV has passed all FTA/NTD audits with no findings throughout the entire five-year contract term.
<b>Miles Between Road Calls</b>	In the past 3 years, MV has averaged 26,448 miles between road calls with the current Calabasas fleet.
<b>Liquated Damages (LD)</b>	No LD's have been assessed against MV during the entire five-year contract term.

In addition to the ongoing commitment of Mr. Dokmaji, MV is proposing Ms. Tyra Ramsay to serve its safety and training manager for the Calabasas public transportation services. Tyra has experience managing and coaching more than 350 operators, and she will coordinate all classroom, behind the wheel, and cadet training, as well as perform retraining, managing and MV's compliance with FTA and DOT standards. She will be also lead MV's safety program, including the use of its new technologies.

With the DriveCam monitoring system in place, in the new term, MV will extend its commitment to a safety and reliability with the addition of the Mobileye collision avoidance system. Mobileye is a proven tool that has reduced collisions at MV's Philadelphia operation by more than 19 percent. This technology alerts the operator of impending collisions, allowing time to recover and avoid an incident. Together, DriveCam and Mobileye work together to identify poor operator driving behaviors while preventing on-road incidents before they occur.

Finally, the City can be assured that service will remain reliable – because it is supported by MV's significant presence in the area. With more than 20 contracts in the Los Angeles area and 100 contracts within the State of California, MV is positioned to provide additional labor, equipment, or supplies at a moment's notice. MV operates other services in the near vicinity of the City of Calabasas in Thousand Oaks, Westlake Village,



Moorpark, Agoura Hills, Oxnard, Heritage Valley, Sylmar, Glendale, Burbank and Van Nuys- all of which can assist this contract as needed. No other firm can provide this type of support for the City and its operations of transit services. Moreover, this presence ensures expertise in local, state, and federal government procedures, regulations and reporting requirements, including a thorough knowledge of CHP requirements.

Mr. Fadi Chakbazof, senior vice president will remain responsible for overseeing MV's compliance with the terms and conditions of the contract. Fadi will monitor service quality and confirm that MV is living up to the promises made in this proposal.

Leading a regional support team assigned to this contract (identified below), Fadi and has authority over resource commitment and oversight. He will continue to visit the Calabasas operation at least quarterly or more frequently as needed.

Regional Team Member	Area of Support
<b>Hector Vargas, Director of Safety</b>	State, local and federal laws and regulations
<b>Kenny Pouncey, Director of Maintenance</b>	Emissions, air, and pollution, OSHA regulatory compliance
<b>JoAnne Harrison, Director of Accounting</b>	Reporting, accounting, budget adherence

### Our Partnership is Valuable

With a team of highly qualified and focused managers, as well as extensive support, this plan offers the City an extremely high value service at a fraction of the cost.

The proposal contained herein contemplates continued operation from its nearby Thousand Oaks operation, with maintenance services based in Van Nuys. MV will also continue its parking agreement with Las Virgenes Unified School District (LVUSD), located at 4029 Las Virgenes Road.

MV also understands that ongoing community investment confirms service is consistent with resident's expectations. As such, Mr. Dokmaji will work closely with the City to identify areas in which MV can increase its presence – such as sponsoring community events, participating in town hall meetings, or supporting local charity drives.

From the public image perspective, MV understands that the City's interest in replacing its fleet. This is an important factor

The City will benefit from ongoing cost effectiveness, brought forth by ample existing resources.

in community image; new vehicles would elevate the appearance of the service and better serve passenger expectations.

When the City decides it is ready to procure new vehicles, MV can work with the City to determine the best possible option for the service, based on ridership trends and capacity expectations. As a national contractor, the company offers significant purchasing power through established vendor relationships. These national accounts make way for affordable and quick vehicle and equipment procurements.

### **Our Partnership is Evolving**

As the service evolves, the City's partner must be flexible to adjust to ongoing service needs, bringing new ideas, new technologies, and new best practices to the table.

MV is excited to continue to assist in evolving this service, and offers the City the continuity, flexibility and responsiveness to meet any changing service needs throughout the term. For example, if the City determines it is in its best interests to combine fixed route/trolley and dial-a-ride services under one contractor, MV offers expertise establishing and operating multimodal services.

**MV's use of both trusted and new technologies ensures dynamic and state of the art operations.**

Likewise, MV brings innovation and automation to its operations – providing a unique data-driven process that deliver customer focused service.

In addition to the safety technologies defined earlier, MV will continue to provide the TimePoint AVL system for Line-1 fixed route service. This system provides immediate information regarding the bus location during all hours of service.

Ongoing, MV will provide the City with options for incorporating new technologies, while exploring new methods of improving service through best practices in technology use. An ongoing resource to the City, MV's corporate IT team is able to provide demos from its other locations, and discuss the benefits associated with each.

## 2.2. Service Plan

### a. Fixed Route

#### Operator Check In

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When the operator reports to 4029 Las Virgenes Road, he or she checks in with the lead operator. The operator will radio the dispatcher who will mark the operator as present. The dispatcher will inform the operator his or her vehicle assignment, provide any written notices regarding service adjustments, changes, or announcements. Lead operators will perform a "fit for duty" review of each operator. This review includes a uniform check, reasonable suspicion evaluation, and a review of each operator's license.

#### Daily Vehicle Inspections

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The operator will proceed to his or her vehicle. When the operator arrives at the vehicle he or she will initiate the daily vehicle inspection (DVI, or "pre-trip") using MV's standard pre-trip inspection forms. All areas of the vehicle that are inspected and all results must be documented.



During peak pullout periods, at least one (1) lead-operator is in the yard to oversee the DVI process.

This person will monitor operators as they perform these inspections, respond to any questions operators may have, and ensure a timely and coordinated pullout.

If the operator detects an issue with the vehicle that presents a safety hazard and will prevent the vehicle from leaving the yard and entering service, the operator will notify dispatch, who will contact the on-duty mechanic. The mechanic will determine if the vehicle should be pulled from service (for example, the brakes are not operating properly).

If the vehicle must be pulled from service, the mechanic will communicate the change to the dispatcher, who will assign a backup vehicle to the operator. The mechanic will arrange for the transport of the vehicle to the shop.

If the operator does not detect a safety related defect that would prevent the vehicle from entering service, the operator will notify dispatch as he or she departs the yard and proceeds to the first stop.

## **Dispatch and Route Initiation**

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A dispatcher will be on during all hours of service to respond to issues and monitor service.

Upon arrival at the first stop the operator will check the scheduled time to ensure they are not ahead of schedule. If the operator is early, he or she will not leave the stop until the first scheduled departure time.

The operator will proceed to the next stop at the scheduled departure time. MV's dispatch team will continually monitor service delivery in order to quickly resolve any issues that arise.

## **End of Operator Shift**

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When the operator has completed his or her shift, he or she will notify dispatch and head to the yard.

The operator ending his or her shift will perform a walkthrough of the vehicle to collect any items left on board and dispose of any trash. Then the operator will perform a post trip inspection.

## **Standby Operators and Backup Service**

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MV's supervision, safety, and maintenance programs minimize the number of delays, preventable incidents, and roadcalls experienced in the system; however, MV's team is prepared for these unfortunate events should they occur.

A core component in service reliability is the appropriate deployment of backup service. MV's operational plan offers the following measures to ensure service reliability, minimize deadhead, and improve operational efficiency.

Standby operators are posted and are available to relieve service in the event of an operator illness, roadcall, or any incident that results in a vehicle being placed out of service for any extended period of time.

When a standby service is required, the standby operator will respond directly to the scene of the incident, and when necessary, meet the in-service vehicle in order to efficiently transfer passengers. The standby

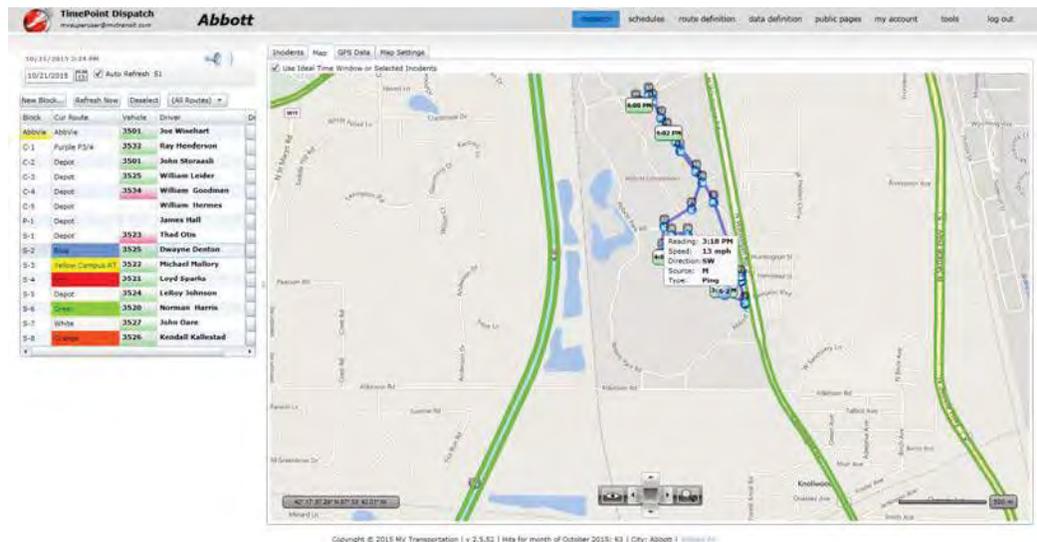
operator will continue the remainder of the route until shift end or otherwise directed by dispatch.

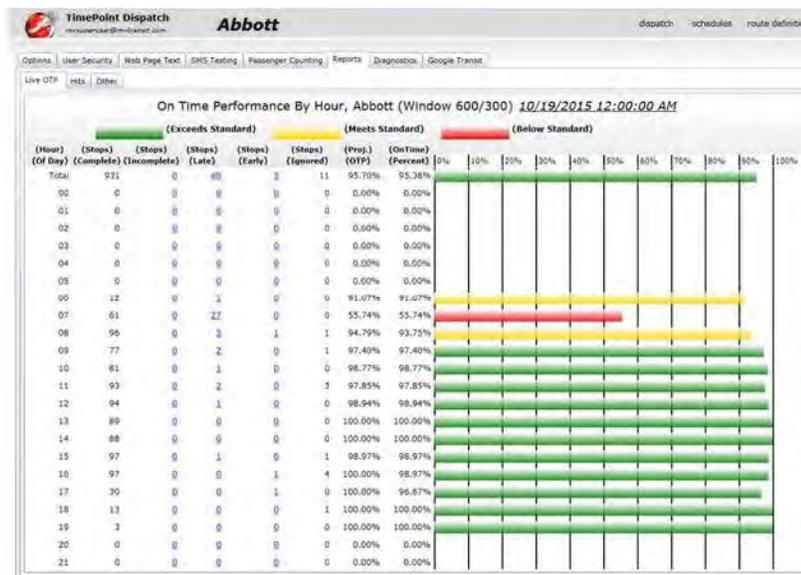
Backup vehicles are parked at the operating facility. These vehicles are available for use in the event of a service disruption such as a vehicle incident or roadcall.

## Technology Elements – TimePoint

MV provides the TimePoint Software for the Line 1 fixed route. This proprietary software provides a solution for customers seeking the convenience of live service updates, without the need to invest heavily in a full-fledged ITS system. TimePoint unites GPS and schedule data sets to present up-to-the-minute vehicle location and productivity information to all service stakeholders.

The system’s dispatch console displays route information, including maps with location and time data – offering an easy-to-use display of on-road resources. System-wide hour-by-hour on time performance is displayed on an easy to read chart that allows users to drill down to the detail of the stops.





TimePoint offers standard system reports (by route, by hour, by operator, and summaries), including those for on time performance, boardings, dwell times, headways, and speed.

## Road Supervision

Road supervisors are responsible for the dissemination of critical information, such as service changes and system announcements to the operator team. They serve as the go-to resource in the field for MV's operator team.

They perform incident investigations, administer drug and alcohol testing procedures, respond to roadcalls, and resolve passenger disputes as needed. Based on their findings for these various activities, the operations manager will administer progressive discipline.

Road supervisors will perform operator evaluations to ensure that each operator is safely and correctly performing his or her job. Road observations are performed discreetly (and unannounced) without disruption to service, and include the following review types:

- **Observed Ride Checks:** Observed ride checks are on-board evaluations of an operator's customer service and safety skills. Areas that are evaluated include safe vehicle operation and professional passenger interaction. During this check, the operator's credentials are checked to ensure proper certifications are up to date and in the operators' possession.

- **Unobserved Service Checks:** Unobserved service checks are random inspections that assess operators' driving and safety skills from the road. Road Supervisors perform these checks from their service vehicle (following the operator). Operators typically are unaware that these evaluations are being performed.
- **Mobility Device Securement Spot Checks:** These random inspections are on-vehicle reviews of an operators' ability to safely and properly secure a mobility device. The supervisor meets the operator at a location where a passenger using a mobility device is being picked up, boards the vehicle, and closely observes the manner in which the mobility device is secured.
- **Pullout Inspections:** Pullout inspections are unannounced and occur daily. A supervisor that is stationed in the yard confirms that the operator is in proper uniform, has the appropriate credentials on his or her person, and is prepared for service that day. The supervisor then checks the vehicle to confirm it is clean and ready for service.

#### (i) Maintenance Program

This section serves as MV's maintenance plan for the Calabasas services. If the City awards MV this contract again, the company will continue to base its annual FTA-required maintenance plan on this narrative. MV will continuously develop this document, which will serve as a "living document"; MV will update it as needed and review it annually for compliance to new rules, regulations, and laws, in partnership with the FTA.



MV will continue to perform all maintenance activities at its Van Nuys facility.

#### Purpose

This specific document outlines the maintenance program for MV Transportation, Inc., employed by the City for the provision of services to the Calabasas system. MV considers all information, standards, and guidance provided within to be its responsibility.

The purpose of the Vehicle Maintenance Plan is to develop a consistent, ongoing system of maintenance procedures and guidelines, to which it will reference to ensure the highest quality maintenance program, and to maintain a fleet while minimizing service interruptions and road calls. In doing so, MV will provide safe, clean, and dependable equipment at the lowest cost possible.

### **Policies, Goals and Objectives**

A primary focus on the vehicle maintenance plan is its use in the evaluation and monitoring of MV's maintenance operations. This program sets forth the performance areas and measurements that serve as the standards for MV's contract compliance. These standards comply with MV and City policies, goals, and objectives; industry standards; and accepted maintenance procedures – including training functions.

This maintenance plan will be a blueprint for MV's maintenance department; the information included herein outlines the responsibilities of MV and its maintenance team. This plan is not a policy manual; however, it will work in conjunction with MV's maintenance policy manual, and related maintenance and safety programs. MV's policy manual, and related maintenance and safety programs are available upon request.

### **Objectives for this Contract**

Based on MV's experience operating this service, the City's RFP, and MV's best practices, the company has developed the following preliminary goals and objectives for its Calabasas services maintenance department. Please note these goals and objectives are subject to change based on City and MV recommendations.

#### **Objective #1 - Meet or exceed industry standards for maintenance performance indicators.**

- Road calls will be reported to the City on a monthly basis. Road call performance is measured as a ratio of total miles driven, where the standard is no less than 1 road call per 10,000 miles.

- MV will maintain an adequate level of vehicles in-service. This will be measured as a ratio of in-service vehicles per mechanic.
- MV will maintain an adequate level of vehicle service personnel. This will be measured as a ratio of in-service vehicles per mechanic.
- MV will maintain an adequate spare ratio based on anticipated total fleet requirements (where total fleet is peak requirements, plus incidental needs such as scheduled maintenance, marketing, training and safety, accident repair, major overhaul and spares to facilitate planned rebuild projects). Spare ratio is measured as a percentage of spares to the anticipated total fleet requirements.
- MV will track engine and transmission wear through oil sampling; this is measured during every oil change.

### **Objective #2 - Continue Appropriate Inventory Control and Management Activities**

- MV will maintain an adequate parts inventory. MV measures parts inventory as a per-vehicle dollar amount, where the amount will not exceed \$500 for light buses.
- MV will establish and maintain minimum and maximum inventory levels, and purchase parts in order to maintain this standard. MV will use the Trapeze EAM ("T-EAM") system to set and manage these thresholds when purchasing parts.
- MV will conduct a physical count of inventory at least twice per year. MV will measure its performance in this area based on the recorded book value of parts.

### **Objective #3 – Setup and Maintain Preventive Maintenance**

MV will ensure all inspections are performed on-time, pursuant to its preventive maintenance schedule. On-time performance will be measured as a percent of preventive maintenance inspections exceeding the FTA requirement of +/- 10 percent of the interval indicated by vehicle type/year. In total MV will achieve an on-time performance rate of no less than 90 percent at each preventive maintenance levels.

## General Maintenance Guidelines

### Daily and Periodic Maintenance

#### Fueling, Cleaning and Repair

Fueling, cleaning, and minor repair is generally conducted during evening and night hours. MV will emphasize preparing the maximum number of vehicles for daily pull-out. Examples of these activities are:

- Check engine coolant level
- Fuel vehicle
- Check engine oil level Check transmission fluid level
- Bump front and rear tires for low pressure (this is also performed as part of the operator's pre-trip inspection)
- Clean interior and inspect for graffiti, cut seats, glazing, lights, fire extinguisher, mirrors, and body for damage or defects
- During servicing, make observations of air pressure, transmission, brake operation, and lights
- Record all fluids additions
- Record hubometer/odometer readings
- Report all observed defects for correction
- Clean exterior as scheduled
- Inspect buses scheduled for safety/brake checks, drain air tanks of condensation as scheduled
- Repair buses reported by service personnel for defects; test to confirm repair
- Route any buses reported with minor defects (by operators) for repair; test to confirm repair
- Repair buses that failed in service (i.e., road calls) and tested to confirm repair



- Park buses in appropriate locations; place buses without defects in the area ready for service; place buses with defects in the area for repair operations.
- Record all repairs in Maintenance Information System (MIS)
- Park cleaned and repaired buses that are ready for service
- Buses that cannot be repaired prior to morning pull-out are held out of service for continued repair

### Unscheduled Repairs

During the day, MV will perform unscheduled repairs daily, as the need presents. These include the circumstances described below:

- When a vehicle fails in-service, MV will return the vehicle to the garage for diagnosis and repair; or, mobile mechanics will repair it in the field.
- Operators may report defects when they return to the garage during scheduled pull-ins. Mechanics will check these defects prior to afternoon pull-out.
- MV will repair any accessible equipment failures promptly – no vehicle will enter service without a working lift. MV will maintain available lift-equipped vehicles to ensure it meets all services levels adequately.

**MV will maintain  
all accessible  
bus features in  
proper working  
condition at all  
times.**

### Intermediate Maintenance

Mechanics must perform lubrication and inspections to ensure that the vehicle is in operating condition without failure or wear-out of components. Examples of actions are as follows:

- MV will clean buses after each inspection. This includes interior cleaning, exterior washing, engine, and chassis washing.
- Mechanics review all previous defect reports to determine areas requiring special attention (including body damage).

- Mechanics inspect all major systems (such as engine, A/C, windows, transmission, doors, chassis, seating and wheelchair lifts). Typical inspection checklists are available upon request.
- During preventive maintenance inspections, mechanics perform all lubrication and change of various fluids based upon mileage.

### **Periodic Unit Removal and Replacement (Predictive Maintenance)**

MV schedules preventive maintenance in a manner that minimizes road failures due to lifetime unit failure. When possible, MV will plan the replacement or rebuilding of a vehicle component based on a periodic schedule. The benefits of this approach include:

- Reduced unscheduled maintenance;
- Minimized downtime and reduced costs due to planned parts and material procurement;
- Reduced need to inspect and test “wear out” components; and
- Reduced overall cost of the overhaul

## **Inspections and Scheduled Maintenance Activities**

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### **Daily Maintenance and Vehicle Inspections**

#### **Pre-trip**

Each day, operators perform daily vehicle inspections prior to entering service. This 12-minute inspection covers the following items:

- Condition of tires, wheels, rims, and lug nuts\*
- Fluid levels (engine and transmission oil, cooling, windshield washer, brake fluid, and power steering)
- Condition of battery terminals
- Under vehicle leaks\*

- All glass and mirrors are in good condition and without chips or cracks\*
- All lights are operational (headlights\*, clearance lights and reflectors\*, turn signals, backup lights and alarm, emergency flashers\*)
- Air conditioner and heating, and defroster/defogger is operational
- The vehicle is clean, cushions and seatbelts are secure\*
- Windshield wipers, washer, radio horn, passenger door are all operational\*
- Registration and insurance is valid and registration is visible
- Brake pedal\* and parking brake are operational (airbrakes operate within the minimum and maximum pressure thresholds)
- Steering wheel is secure, gearshift is tight\*
- On-board safety kit is stocked and complete (first aid, reflectors, fire extinguishers\*, accident packet\*, and body fluid kit\*)
- Lift is operating in both electronically and manually, and is free from leakage\*
- Lift interlock is operating properly\*

Note items marked with asterisks (\*) are re-inspected during walk-around mid-trip inspections, during shift changes.

### Post-trip

Upon return to the yard, the operator performs a 5-minute post-trip inspection, which requires re-inspection of the following items:

- Condition of tires, wheels, rims, and lug nuts
- Under vehicle leaks
- All glass and mirrors are in good condition and without chips or cracks
- All lights are operational (headlights, clearance lights and reflectors, turn signals, backup lights and alarm, emergency flashers)

- Air conditioner and heating, and defroster/defogger is operational
- The vehicle is clean, cushions and seatbelts are secure
- Windshield wipers, washer, radio horn, passenger door are all operational
- Brakes pedal is operational
- Steering wheel is secure, gearshift is tight
- Fire extinguisher is fully charged
- accident packet, and body fluid kit are present and accessible
- Lift is operating in both electronically and manually, and is free from leakage
- Lift interlock is operating properly

### Defect Repair

If the operator detects a safety hazard that prevents the vehicle entering service, the operator will notify dispatch, who will contact the on-duty mechanic. The mechanic will determine if the issue can be quickly rectified or if the vehicle should be pulled from service.



The mechanic performs an initial assessment of the issue to determine its severity and if the vehicle can be repaired in time for pullout (for example, a bulb or fuse replacement), or if the vehicle needs to be placed out of service (for example, the wheelchair lift is not cycling.)

If the mechanic must place the vehicle out of service, he or she will initiate the lock out tag out process and the dispatcher will assign a standby vehicle to the operator.

### Preventive Maintenance Program

A strong preventive maintenance (PM) program minimizes vehicle downtime and supports MV's goal of scheduling more than 80 percent of all maintenance activities.

Mid-level technicians typically perform preventive inspections and repair within 500 miles of the required interval (or pursuant to contractual requirements). As inspections are due, MV's maintenance manager will schedule service during off-peak hours in an effort to maximize fleet availability during times of highest service demand. Sample schedules are provided below;

The company's systemic approach to vehicle care places a focus on preemptive care, and seeks to minimize reactive repair.

### Alternative Fueled Vehicle Preventive Maintenance Cycle

Inspection	Interval	Description
A	3,000 (safety)	<ul style="list-style-type: none"> <li>▪ Vehicle interior and exterior inspections (lights, safety equipment, etc.)</li> <li>▪ Air brake test</li> <li>▪ Door and lift operation/cycle</li> <li>▪ Road test (engine, transmission, brake, steering)</li> <li>▪ Undercarriage (shocks, brake lines, filters, air lines, drive shaft, etc.)</li> <li>▪ Engine compartment (fluid and leak inspection)</li> <li>▪ Clean/check battery and cables; fire suppression system inspection</li> </ul>
B	6,000	All A level tasks plus: <ul style="list-style-type: none"> <li>▪ Oil and filter change</li> <li>▪ HVAC (Freon level, filter change, function test)</li> </ul>
C	18,000	All A and B level tasks plus: <ul style="list-style-type: none"> <li>▪ Fire suppression inspections (semiannual)</li> <li>▪ Fire wire inspection</li> <li>▪ Blow out lines</li> <li>▪ Gas sensors test</li> </ul>

Inspection	Interval	Description
D	36,000	All A, B, and C level tasks plus: <ul style="list-style-type: none"> <li>▪ CNG Tank inspection*</li> <li>▪ Air dryer rebuild</li> <li>▪ Differential fluid change</li> <li>▪ HVAC (leaks, filters, temperature checks, function inspections, brushes and fan motor condition)</li> </ul>

\* All technicians will be qualified and provided the necessary training to perform visual tank inspections.

### Diesel Fueled Vehicle Preventive Maintenance Cycle

Inspection	Interval	Description
A	3,000 (safety)	<ul style="list-style-type: none"> <li>▪ Vehicle interior and exterior inspections (lights, safety equipment, etc.)</li> <li>▪ Air brake testing</li> <li>▪ Door and lift operation/cycling</li> <li>▪ Road test (engine, transmission, brake, steering)</li> <li>▪ Undercarriage (shocks, brake lines, filters, air lines, drive shaft, etc.)</li> <li>▪ Engine compartment (fluid and leak inspection)</li> <li>▪ Clean/check battery and cables</li> <li>▪ Fire suppression system inspection</li> </ul>
B	6,000	All A level tasks plus: <ul style="list-style-type: none"> <li>▪ Oil and filter change</li> <li>▪ HVAC (Freon level, filter change, function test)</li> </ul>
C	24,000	All A and B level tasks plus: <ul style="list-style-type: none"> <li>▪ Fire suppression inspections</li> <li>▪ Inspection of fire wires and blow out lines (semiannual)</li> </ul>
D	48,000	All A, B, and C level tasks plus: <ul style="list-style-type: none"> <li>▪ Air dryer rebuild</li> <li>▪ Differential fluid change</li> <li>▪ HVAC (leaks, filters, temperature checks, function inspections, brushes and fan motor condition)</li> </ul>

### Gasoline Fueled Vehicle Preventive Maintenance Cycle

Inspection	Interval	Description
A	3,000	<ul style="list-style-type: none"> <li>▪ Vehicle interior and exterior (lights, safety equipment, etc.)</li> <li>▪ Brake testing</li> <li>▪ Door and/or lift/ramp operation/cycling</li> <li>▪ Road test (engine, transmission, brake, steering)</li> <li>▪ Undercarriage (shocks, brake lines, filters, air lines, drive shaft, etc.)</li> <li>▪ Engine compartment (fluid and leak inspection)</li> <li>▪ Clean/check battery and cables</li> <li>▪ Steam clean/pressure-wash engine</li> <li>▪ Lubrication, oil and filter change (unless vehicle manufacturer recommends a different interval)</li> </ul>
B	12,000	All A level tasks plus: <ul style="list-style-type: none"> <li>▪ Fuel filter change</li> </ul>
C	24,000	All A and B level tasks plus: <ul style="list-style-type: none"> <li>▪ HVAC (leaks, filters, temperature checks, function inspections, brushes and fan motor condition)</li> </ul>

#### Documentation

The mechanic performing the preventive inspection and repairs has the hard copy of the vehicle file with him or her. The mechanic documents all preventive maintenance activities on the PM checklist. During this time, the mechanic performing the inspection repairs any minor defects noted previously identified during daily inspections (or otherwise logged in the vehicle file).

#### Systems Maintenance

MV maintains all mechanical, electrical, fluid, air and hydraulic systems such that they are safe and in working conditions at all times.

#### Clean Air Standards

MV performs annual emission/opacity inspections as required, to meet all applicable clean air standards and the requirements of California Air Resources Board (CARB) Voluntary Compliance Program for the City diesel bus/van fleet. This includes the maintenance and repair record for any CARB required reports.

MV will also administer the Smog Check program for City's Gasoline powered fleet and support vehicles. MV possesses all associated permits and licenses and pays all associated charges and fees.

### Heating and Cooling Systems

MV requires that its shops regulate passenger compartments to maintain comfortable temperatures at all times and under all climate conditions. During each PM inspection, the HVAC systems are inspected to ensure they are functioning and do not have leaks. The mechanic inspects the condition of all brushes and fan motors and changes the filters.

It is extremely important to maintain and operate all air conditioning systems, especially during the off-season. Operating these systems on a weekly basis at 10-minute intervals confirms appropriately lubrication of the refrigerant compressor; this prevents any leakage in the compressor shaft seal and ensures early detection of any refrigerant loss.

MV conducts seasonal HVAC inspections.

The table below represents MV's air conditioning PM cycle. A detailed inspection checklist is available upon request.

Monthly 6,000 Miles	Quarterly 18,000 Miles	Yearly Pre- Season	Check condition of or service the following:
<b>REFRIGERATION/HEATING</b>			
.	.	.	Check refrigerant change (ball floating in top receiver tank sight glass).
.	.	.	Visually inspect condition of refrigerant hoses and tubing.
.	.	.	Visually inspect for leaks of refrigerant and oil.
.	.	.	Check dry eye in the bottom receiver tank sight glass and/or liquid line sight glass for moisture content.
	.	.	Install service gauge manifold set and check system operating pressures, temperatures and suction line conditions.
		.	Check evaporator pressure regulator (EPR) valve operation.
		.	Replace liquid line dehydrator. <i>NOTE: The dehydrator should be changed anytime the system is opened.</i>
		.	*Check hot water control valve operation (when equipped).
<b>COMPRESSOR/CLUTCH</b>			
.	.	.	Visually inspect clutch armature for wear and overheating caused by slippage

Monthly 6,000 Miles	Quarterly 18,000 Miles	Yearly Pre- Season	Check condition of or service the following:
.	.	.	Visually inspect compressor drive belts for excessive wear, tension and alignment (refer to bus manufacturer and/or belt supplier for proper tension).
.	.	.	Check compressor oil level and color (1/4 – 1/2 way up on the sight glass after 15 minutes operation—X426/X430 compressor).
	.	.	Check clutch air gap.045±.005 in. (1.143 ± 0.127 mm) and surface flatness—X426/X430 compressor.
.	.	.	Check compressor oil level and color (1/2-7/8 way up on the sight glass after 15 minutes operation—4GB compressor).
		.	Steam clean compressor and clutch
		.	Check clutch coil resistance and voltage.
		.	Lubricate clutch bearing
		.	Check high pressure and low pressure cutout.
		.	Check compressor oil for acidity.
		.	Check compressor efficiency.
		.	Check compressor oil pump pressure.
<b>ELECTRICAL</b>			
		.	Check thermostat cycle sequence on all modes (e.g., cool/reheat, vent/heat).
		.	Check 125 ampere batteryless alternator excitation voltage and voltage output and inspect brushes and bearings (when equipped).
		.	Visually inspect alternator drive belts for excessive wear, tension and alignment.
		.	Clean alternator, check for signs of corrosion, and check wire connections.
	Semi-annually		Check evaporator/heater blower motor speed, voltage and amperes (all motors).
	Semi-annually		Inspect evaporator/heater blower motor brushes, commutator, bearings (brush type motors).
	Semi-annually		Check condenser fan motor speed, voltage and amperes (all motors).
	Semi-annually		Inspect condenser fan motor brushes, commutator, bearings (brush type motors).
		.	Clean control panel area and return air sensor with compressed air. NOTE: The control panel area and the return air sensor may need to be cleaned more frequently.
		.	Check boost pump (OEM supplied) motor operation, and inspect brushes (when equipped).
		.	Inspect all wires and terminals for damage or corrosion. NOTE: If corrosion is present, clean terminals with electrical contact cleaner.
		.	*Check condenser pressure switch/condenser motor high and low speed operation (when equipped).
		.	*Check freeze thermostat (when equipped).

Monthly 6,000 Miles	Quarterly 18,000 Miles	Yearly Pre- Season	Check condition of or service the following:
<b>STRUCTURAL</b>			
•	•		Inspect condenser coil for cleanliness.
•	•		Inspect evaporator coil for cleanliness.
•	•	•	Visually inspect unit for loose, damaged, or broken parts.
•	•	•	Clean or replace return air filter (more frequently if necessary).
		•	Clean condenser and evaporator drains. Make sure the evaporator drain hose check valves (kazoos) are in place and in good condition.
	Semi-annually		Lubricate evaporator fanshaft bearings
		•	Visually inspect engine coolant hose and hose clamp condition on heater coil system.
		•	Clean condenser and evaporator coils.
		•	Check engine coolant for antifreeze protection down to -30 F (-34 C) to prevent heater coil freeze up.
		•	Tighten all compressor, unit and fan motor mounting bolts and brackets (more frequently if necessary).
		•	*Check condenser air seals and air deflector (when equipped).
		•	Check evaporator blower shaft coupling adjustment and alignment (when equipped).
<i>*If applicable. **Twice monthly during air conditioning season.</i>			

### Oil Analysis

Oil analysis is an excellent way to assess equipment condition, by detecting abnormalities before major issues arise. During the preventive maintenance inspection, the mechanic will pull an oil sample and send it Titan Labs for all analyses. Titan posts results of all analyses online within 24-hours of receipt.



Reports are downloadable in PDF format and can be attached to all vehicle files for proper recordkeeping. MV can also provide the City access to online oil sampling reports.

### Mobility Lifts and Ramps

To ensure the safety of passengers in mobility devices, MV performs frequent inspections of mobility device lifts and ramps, as follows:

**Daily Inspections:** During the daily vehicle inspection each operator is required to cycle the vehicle lift to confirm proper

operation. If a lift does not cycle or cycles improperly during the DVI, the operator must notify a supervisor who coordinates repair and/or delivery of a replacement vehicle.

**PMI Inspections:** Mobility device lifts are inspected and cycled at each preventive maintenance inspection threshold. This includes the replacement of worn components, gear cleaning and adjustments in alignment as necessary.

**Annual Inspections:** MV performs annual inspections of mobility device lifts. These inspections include, at a minimum, checking for drifting, leaking cylinders, and ensuring all safety sensors are working.

No vehicle is permitted to enter service without a safe, functioning lift/ramp. If a lift fails while on route, the vehicle will immediately be removed from service and replaced.

**Mechanics  
receive online  
and on-site  
vendor training  
for lift  
inspections.**

### **On-Board Security Systems**

MV works with on board equipment manufacturers and their authorized repair shops for the ongoing maintenance of on-board security systems. MV uses the DriveCam system for this service; the company has maintained an excellent relationship with Lytx, with whom it works to repair and replace any malfunctioning units. MV stocks sufficient spare units to ensure working units on the City's fleet.

### **Smartbus and Transit Technology Maintenance**

MV employs properly trained technicians who are able to inspect, diagnose, and repair the various electronic on board systems, including but not limited to destination signs, passenger counters, AVL/GPS, vehicle health monitors should the City choose to add additional technology in the future. These devices' manufacturers provide OEM recommendations relative to inspection cycles, which will be followed to ensure proper operation at all times. MV will stock all necessary parts and materials to ensure timely repairs.

## Maintenance of Fixed Asset Equipment

MV owns several pieces of equipment that are necessary for the daily maintenance activities of the Calabasas system. The local team maintains all fixed assets in the maintenance area according to factory specifications and conditions. Each piece of equipment that has manufacturer's recommended maintenance interval shall be placed on a routine maintenance schedule, with the corresponding service interval requirements.

## Management Systems and OEM Recommendations

### Maintenance Information Systems

MV uses the Trapeze Equipment Asset Management (Trapeze EAM, or T-EAM) fleet maintenance software to track maintenance activities, work-orders, parts, and inventory. This system is a thin client, web based interface that MV's maintenance team can access from one or more workstations in the shop. The software integrates with a myriad of systems including fuel management and inspection tools.

It is of utmost importance that a proven maintenance information system (MIS) is in place; these systems control labor and material costs and help facilitate policy and procedure. The T-EAM system can identify labor and material costs to specific job procedures and maintenance functions.

### Purchasing and Inventory Control

In order to purchase parts at a fair market value and stay within budget, MV has established a number of national accounts with vehicle manufacturers and parts dealers. These accounts are negotiated on a volume discount price structure, which deliver the most efficient pricing to MV and its customers.

**MV follows all  
OEM specifications  
and uses only OEM  
parts (or  
equivalent).**

Using OEM parts (or equivalent) prevents safety hazards while promoting best practices. OEM practices minimize the frequency of unscheduled maintenance, thus improving service quality, reducing costs, and maximizing fleet availability.

MV tracks all parts inventories and use in T-EAM. MV will establish minimum and maximum inventory thresholds; these levels are entered in the T-EAM system, which is used to run inventory reports to alert MV's personnel of parts needs.

### **Use of Manufacturer Maintenance Manuals and Recommendations**

MV follows the recommendations of the original equipment manufacturers (OEM) and purchases OEM (or OEM accepted) parts. An essential part of this process is the use of manufacturer maintenance manuals. The company evaluates OEM carefully when developing the specific maintenance intervals and practices in the bus maintenance plan.

MV follows the manuals prepared by bus and component manufacturers, ensuring best in class maintenance practices, and following the specific guidance and instructions for trouble-shooting, removal, overhaul and repair and replacement of components. These manuals are available in MV's shop, and are appended as needed to include updates and service bulletins.

MV works with local vendors and manufacturers to provide equipment-specific training. Additionally, MV subscribes to manufacturers' dealer support web sites and uses web-based maintenance information and technical service bulletins that may be available on a specific chassis or application. These subscriptions include Ford Motor Company, AC Delco (General Motors Products), Cummins Quick Serve, Ricon, and Braun wheelchair lifts.

## Warranty Repair

MV will administer warranties, including documenting, filing, and processing claims. Proposed Lead Mechanic Richard Furlong will manage all warranty recovery and ensure that MV performs covered repairs in a timely fashion. MV works with local dealerships for warranties associated with chassis work requiring OEM components. Additionally, a certified dealer for both Braun and Ricon, MV can perform all warranty repairs and access all technical data and updates for these lift units. This expedites repairs and ensures lifts are in superior working condition.

MV is authorized by Ford Motor Company to do in-house warranty work. MV will submit to Ford for reimbursement of in-house repairs, saving vehicle downtime.

The company performs warranty repairs to vehicle body, doors, electrical, seating, flooring, etc. using the prescribed warranty procedure. The maintenance manager will submit claims for reimbursement upon completion of repair. MV tracks all warranty repairs in T-EAM.

## Overhauls and Repairs

### Major Repairs

MV typically identifies one or more local vendors from which it purchases rebuilt engines or in-chassis overhauls. Depending on the local resources available, and their associated costs, MV will determine the most advantageous approach; however, when possible MV prefers to purchase rebuilt engines.

MV either purchases rebuilt transmissions or works with local vendors to rebuild existing transmissions. MV's maintenance team handles all transmission removal and replacement/installation.

It is always best to replace the engine or transmission with new or rebuilt unit, so that a warranty is available replaced component.

## Body Repair

The cosmetic condition of MV's vehicles directly affects passenger confidence in the system. Well-maintained vehicles; clean, intact upholstery; interiors and exteriors free of graffiti; and clean windows, stanchions, and seats all contribute to the public's confidence in using public transportation.

Expeditious body repair eliminates hazards, assures passenger comfort, and reinforces the operators' pride in the service fleet. MV does not tolerate body damage or graffiti and will not release vehicles into service if they have excessive body damage or damage that presents a safety hazard.

During the preventive maintenance inspection or the next scheduled detailing (whichever comes first) MV's maintenance team performs all minor body repair, such as buffing out scratches, minor paint touch ups, etc. MV works with local body shops for major body repair work.

## Road Calls

When a road call occurs, the operator will pull over to a safe location and contact dispatch. Using a troubleshooting guide, the dispatcher first attempts to talk the operator through correcting the issue. If the situation cannot be resolved, the dispatch will contact on-duty technician, then patch him or her through to the operator to assess the severity of the issue. The technician will determine the following:

- **If the operator can resolve the issue himself or herself:** In this case, the mechanic will remain on the radio and coach the operator as needed until the situation is resolved.
- **If the operator requires a replacement vehicle:** In this case, the mechanic may deliver the vehicle himself/herself, or work with dispatch to send a standby operator to the field to transfer the passengers and resume the route.
- **If the mechanic must report to the field to resolve the issue and deliver the vehicle back to the yard:** In this

case, the mechanic will drive the shop truck to the location of the vehicle, and repair it at the site of the road call.

- **If a tow/wrecker service is required:** In which case, the mechanic will work with the dispatcher, who will coordinate this process.

The dispatcher will log each road call and the assigned mechanic will complete a vehicle breakdown form, which is stored in the vehicle file. MV tracks all road calls in T-EAM and calculates miles between road failures in order to identify mechanical trends areas of needed improvement.

## Vehicle Cleaning Program

All vehicles must be kept clean and free of refuse and debris at all times. The following lists are rules regarding daily bus cleanliness:

- Vehicles are swept daily at the end of each shift
- Litter and debris removal and spill cleaning
- Any graffiti and/or vandalism will be repaired upon discovery
- No food or drinks allowed on the vehicle unless approved by clients. This includes operators.
- Operators will inspect their vehicles daily to assure that there is no graffiti on the vehicles interior components. The operators will note this on their DVI report and will attempt to clean and remove all graffiti that had been placed on the vehicle for that day.

MV's subcontractor, Mobile One Enterprises cleaning company, will adhere to the cleaning program outlined by MV and the RFP.

## Exterior Cleaning

Vehicle will be washed as needed, at least once per week, to assure a clean professional looking vehicle.

- Window replacement if glass is scratched (if the glass is broken or crack, it is repaired/replaced immediately)

- All exterior body panels will be cleaned with detergent and a vehicle washing brush or run through a wash rack. This will be done to remove all road dirt, soot, and tar and oil residue on the vehicle.
- All tires and wheels will be cleaned using the appropriate brushes. This will be done to remove road dirt, and brake dust and marks from white lettering of tires (if applicable).
- All mud flaps will be cleaned.
- Wheel wells cleaned.
- Windows and mirrors will be cleaned and water spots removed.
- All lighting lenses will be cleaned, thoroughly rinsed and dried.

### Interior Cleaning

The interior of the vehicle must be clean and professional looking inside. The interior will be cleaned as needed, at least once per week

- The vehicle will be vacuumed in areas that a vacuum can be used.
- Floors will be swept and mopped. Light colored areas, such as the white standee lines and white edges of the steps should be cleaned with a stiff bristled brush to remove grime from the grooves of the rubber.
- Modesty panels cleaned with a mild detergent to remove dust, foot prints and dirt accumulation.
- Clean vinyl passenger seats with mild soap and water.
- Clean the stanchions grab rails and hand rails with soap and water. Remove all accumulated dirt, dust, grime, and oils.
- With a wet rag, wipe down the ceiling and walls, drying immediately with a dry towel. This is to remove the accumulation of dust that adheres to the ceiling and walls.
- Clean the instrument panel.
- Clean steering wheel with the use of detergent and water. This will remove the accumulation of oils and dirt.

- Instrument panel glass will be cleaned with the use of an appropriate glass cleaner.
- Graffiti, any oily prints and dust accumulation will be removed from the windows by cleaning the window with an appropriate glass cleaner.

### Quarterly Cleaning

- Deep cleaning & waxing

### As Needed Cleaning

- Fumigation
- Seat cleaning or replacement

### Record Keeping

It is critical that all vehicle cleaning be documented on a vehicle wash log and kept in the maintenance files.

### Maintenance Quality Assurance

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MV's management team will oversee the service quality of its maintenance department, and will randomly inspect the vehicles after mechanics make repairs. These reviews assess the overall condition of equipment available for revenue service.

It is important that the result of the QA evaluations be presented to management in simple, clear, quantitative terms. This information can then be analyzed to determine trends, compliance with minimum quality levels, and the need to revise or institute maintenance procedures or job procedures.

Maintenance and safety inspections are performed at various times throughout the year, at intervals that ensure ongoing quality checks and safety assessments.

- **The Monthly Facility Audit (Monthly):** MV's general manager and designated staff are required to conduct facility audits each month to ensure compliance with MV standards.
- **The Semi-Annual Audit (Semi Annual):** Director of Maintenance Kenny Pouncey will be responsible for scheduling and completing semiannual audits, using MV's maintenance audit form, with the general manager and

maintenance manager present. A review of the audit will be conducted and an action plan developed (if needed) to correct deficiencies.

- **Safety Management Inspections (Annual):** These inspections assure location compliance with regulatory and company policy requirements, and assess the overall safety of the facility. At minimum, these inspections occur annually and are conducted by the director of safety, Hector Vargas.
- **Maintenance Safety Inspection (Annual):** These inspections assure maintenance-specific compliance with regulatory and company policy requirements, and assess the overall safety of the maintenance program. At minimum, these inspections occur annually and are conducted by the director of maintenance. MV also welcomes City facility inspections.

### Regulatory Compliance

More than 95 percent of MV's contracts are with transit systems funded by federal dollars, and require that MV comply with regulatory standards set forth by agencies such as the FTA, DOT, EPA, OSHA, NTSB, among many other state and local authorities. MV is subject to audits, inspections, records reviews, and reporting as part of its operations.

## b. Communications

### (i) Radio

#### Verizon Convoy<sup>2</sup> Push to Talk Unit

MV will continue to use the Samsung Convoy 2, using the Verizon push-to-talk network; each phone has its own dedicated push-to-talk number. These rugged units offer hands-free communication between operators and the dispatch team.

MV has sufficient phones for all necessary personnel. There is unlimited coverage throughout the entire service area and Verizon Network.

This system enables MV's dispatch or management team to talk discretely to each vehicle separately or to all vehicles at the

same time. This improves one-on-one communication with operators.

MV has spare units on hand. If one should break down on a vehicle that is in service, MV's road supervisor will meet the vehicle at its next stop to replace the unit.

### Communications Procedures

All operators are trained in and are required to follow the following radio communication procedures. Operators are expected to:

- Ensure the unit is functioning properly before departing the yard at the beginning of the shift. Report any malfunction immediately to dispatch.
- Use only the provided unit, which is limited to official business; personal messages are not to be broadcast.
- Avoid using rude, vulgar, abusive, or other unprofessional language on the radio, which is expressly prohibited and may result in disciplinary action.
- Keep the volume on the unit at a level so that the operator can monitor transmissions from dispatch at all times, yet not so loud that it annoys the passengers.
- Avoid operating the unit while driving in demanding situations that will detract from safe driving, and must not attempt to use the radio or transmit while driving on a curve or through a turn, or while entering or exiting the freeway.
- Depending upon the City policy, use either the route number or bus number when calling dispatch.
- Plan messages in advance so that they are short and concise.
- If a transmission has not been heard for more than five minutes, conduct a unit test with dispatch.
- If after three minutes of trying to reach dispatch there is still no response, move the vehicle to a new location and try again. If still unsuccessful, find a telephone (land line) and call the office as soon as possible.
- Use the unit to contact dispatch immediately after an accident (however minor). Failure to do so may result in discipline up to and including termination.

- Follow all instructions from dispatch; the dispatcher is the operator's immediate supervisor while in service.
- Use the City or MV provided codes whenever possible to expedite and clarify communications.

**(ii) Telephone**

If the City of Thousand Oaks approves, in the new contract term MV will continue to use the City's Shortel connected phone line. MV will continue to reimburse Thousand Oaks monthly.

This will ensure that there is a phone system that includes multiple lines sufficient to handle the expected call volume, recording capability, and timing capability. The Shortel system is capable of pulling many reports including hold time reports.

**(iii) Internet and Intranet**

MV provides internet connectivity at its Thousand Oaks facility. The service allows day-to-day administrative work (such as payroll) and allows dispatch to view Timepoint AVL to see Line 1 vehicles live.

**(iv) Print Communications**

Inter-division and company-wide memos are posted in the lobby for employees.

**c. Customer Information**

**(i) General Information**

Ensuring consistent and clear communications with the public, MV employs a number of bilingual staff members, and MV offers the resident access to a national account with a language phone service.

General information for bus schedules and times can be found online, by calling the offices, and by picking up printed schedules on the buses.

## (ii) Status of Trip Requests

Telephones are appropriately staffed by dispatchers available to answer inquiries. For the Line 1 route, dispatch can provide real time updates for bus arrival times via phone. General information about the Calabasas services can also be found online and by picking up printed schedules on the buses.

## (iii) Emergency Information

MV has emergency procedures in place to inform all parties (including emergency assistance) and arrange for expedient resolution of any emergency.

Mr. Dokmaji is available 24/7 via telephone to City staff; and will communicate with corporate personnel when necessary.

These communications are handled primarily by telephone. A full description of MV's accident and incident procedures is available upon request, and information about MV's safety program can be found in section g. Safety.

## d. Contractor and Staff Training

### Operator Training Program

In 2010, in partnership with the leading expert in transportation safety, Avatar Fleet, MV launched its state-of-the-art training program for all operators. This training curriculum uses adult education techniques, keeping trainees engaged and interested throughout the duration of training.



The program is supported across three principal domains, *affective*, *cognitive* and *behavioral*, through a blended approach to adult learning, based on Bandura's Social Learning Theory. Under this approach, this training program focuses on positive attitude (affective), knowledge building (cognitive) and skill development (behavioral).

Classroom training includes a combination of facilitator-led discussion, DVD presentations, and short quizzes. Students actively participate in these interactive sessions, and develop their skills first in closed course skills-building activities and then under structured behind the wheel

training. Training is based on comprehensive *driving standards* that detail every aspect of safe and defensive driving.

This program offers consistent and thorough training to all new operators. Its module-based format offers trainers the necessary flexibility to provide refresher and/or abridged transition training, or customize training to address specific areas of concerns, e.g., unique service area, specific vehicle or service type, and dispatch procedures.

### Training Formats

The entire new operator training program comprises five training formats: classroom training, pre-driving skills, observation, behind the wheel, and cadet training.

Classroom:	23.50 hours
Pre-Driving Skills:	5.50 hours
Observation:	16.50 hours
Behind the Wheel:	26.50 hours
Cadetting:	32.00 hours
<b>Total:</b>	<b>104 hours</b>

#### *Classroom Training*

The instructor-led classroom training is based on an adult-learning interactive training model and uses video training modules which are reinforced by the written training/study guide.



**Interactive Employee Panel Training Discussion**

The video training is presented through an interactive, panel-hosted discussion led by MV personnel.

Topics include safety, defensive driving principles and techniques, hazards communication, security awareness, employee policies and procedures, employee wellness, sexual harassment, bloodborne pathogens, map reading, and on-road procedures. Detailed descriptions of the training modules are available upon request.

Testing occurs at the end of each module and at the end of classroom training with a cumulative, closed-book exam. Employees must pass with a score of 80 percent or higher in order to proceed to behind the wheel training.

### ***Pre-Driving Skills***

Designed to familiarize the student with the larger size and spacing of commercial vehicles before driving the vehicle on the street, the pre-driving skills course training requires that all students learn the use of multiple mirrors and vehicle controls.

### ***Observation***

Observation training is provided and gives students an opportunity to study the proper way to handle a vehicle. Once a student has successfully completed all pre-driving skills and observation training, they begin driving the vehicle on the street with a training instructor.

### ***Behind the Wheel (BTW) Training***

Behind the wheel (BTW) training focuses on honing specific basic driving maneuvers and skills necessary to ensure the safe operation of the vehicle under actual road operation. During BTW training, the student puts into practice what they have learned in the classroom and refines his/her driving skills with a certified trainer. During this period, the student must demonstrate mastery of 26 specific defensive driving and performance skills before graduation.

### ***Cadet Training***

After completion of the behind the wheel training, each trainee is provided with in-service cadet training with a line trainer. Operators will operate the vehicle and all on-board technology in service, and interact with the passengers on a practical level. During the training, the operator becomes familiarized with the routes, transit centers, and park and rides, and the service area as a whole.

During this period, the trainee is closely monitored and receives his/her final road and training evaluation. Any areas of needed remedial training are identified and documented.

### ***Post-Training Testing and Remedial Training***

Before a student is released into service, he/she is closely monitored and receives a final road and training evaluation. Recognizing that not every operator is one hundred percent ready to enter revenue service after the

base training program, MV offers up to 40 hours of remedial training. During the cadetting period, any areas of needed retraining are identified and administered based on this need.

## Training Highlights

### *Defensive Driving - LLLC*

All accidents have a cause, which can always be traced back to one or more people – most commonly the operator of one of the vehicles involved in the collision. This underscores the importance of an effective defensive driving training curriculum.

MV built its training curriculum upon the Triple L-C, an elegant and easy-to-remember defensive driving course that teaches professionals *The Four Driving Principles to Safety™*:

- Look Ahead™
- Look Around™
- Leave Room™
- Communicate™

By using these four principles, operators maintain the maximum amount of room around their vehicle, improve their visibility, gain the extra time and information needed to make critical decisions while driving, and effectively interact with others on the road to prevent collisions. Developed throughout the course, these concepts provide MV's operators with everything they need to know to avoid collisions. Ultimately, the course helps operators see, think, and act their way through any driving situation.

### *Sensitivity and Passenger Assistance*

MV places great importance on operator sensitivity and safeguarding the dignity of its passengers. MV's state-of-the-art, customized ADA Sensitivity Training Program is tailored to each contract and emphasizes courtesy, understanding, and the operator's responsibility to serve all passengers, regardless of background or disability.

Practice and role-playing sessions are held with trainees to foster an experiential understanding of the challenges of navigating the system as a visually impaired passenger or as one who uses a mobility device. Video and classroom training is augmented by the involvement of representatives from the community, local advocacy groups, and care facilities.

Operator training includes the study of different types of disabilities and mobility aids so that operators properly learn how to handle each one professionally and with utmost care. Training emphasizes how passengers in mobility devices generally require a greater level of time, attention, and particular sensitivity by the operator. It explains how the proper securement of the mobility device is critical to providing a safe, enjoyable ride for the passengers. To ensure ongoing safety for passengers, training and monitoring in this area extends beyond the initial training period.

### *Customer Driven Service*

Understanding the diverse needs of its customer base, as well as its passengers, MV began work on creating a new, fully customizable customer service program to meet the specific needs of each of its services.

Created by Director of Learning and Development Leslie Gorman, Customer Driven Service is an interactive training program that bridges traditional customer service concepts and transit operations. The training redefines the hierarchy of the operation, placing the customer at the center, educates trainees on the value of a customer-centric organization, and provides trainees a roadmap to create a culture of customer service.

The training is delivered across three modules – each addressing the critical components of how customer service drives quality transportation.

- **Creating a Culture of Customer Service:** This module defines the customer and includes interactive sessions to discuss how we, as customers, want to be treated. It explains the power of making generalizations, the power of words, and how we can control the first impressions that our customer have of us.
- **Taking Care of Our Customers:** This module delves into the importance of meeting expectations, defining the seven expectations of our passenger base (reliability, safety and security, convenience and accessibility, clean and comfortable, understandable, affordably, friendly and empathetic). The session is rounded out with group exercises focusing on what we can each do to excel in customer service as we represent MV, and a discussion on how to create a positive experience for our customers.



- **Resolving Service Breakdowns:** The final module addresses conflict resolution and dealing with angry customers. It educates trainees on the five steps to resolving conflict (listen - apologize - ask what you can do for the customer - propose a solution - repeat until you find a solution that works). The training includes interactive sessions on the importance of clarity and explanation when delivering service, and provides trainees methods of exceeding customer expectations.

This training is slated for implementation this coming fall.

*Director of Learning and Development Leslie Gorman has enterprise responsibility for MV University, the company's overarching blended learning program that includes online foundational courses, competency-based employee training and leadership development. Leslie has 15+ years of field operations and executive learning & development experience including owning a multi-million dollar field operations company, built a corporate university and created the L&D functions at two international corporations. Leslie earned her Bachelors in Psychology & Business at St. Mary's University and Masters in Social Treatment and Administration at the University of Houston.*

## Dispatch/Reservations Training

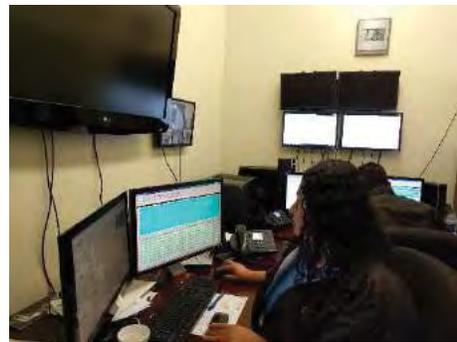
MV's training program for fixed route dispatchers is designed to prepare dispatchers for effective service management. Topics include:

**Service Overview:** Training begins with an introduction to MV and the Calabasas services, followed by an overview of service and ADA regulations. This includes a discussion of employee expectations, service hours, and important phone numbers.

**Customer Driven Service Training:** This training will be provided to all dispatchers and operators. A full description of this training is provided above.

**TimePoint System Use:** During this training, dispatchers receive complete instruction in the use of TimePoint for dispatching. Combining classroom, hands-on, and scenario-based training approaches, training topics include:

- Managing delays, bunching, and out of sequence service



- Special event planning and management
- RFP training – Understanding how inaccurate reporting or assumptions can lead to contract compliance issues
- Proactive management and issue resolution – Managing and meeting contractual performance goals

**Vehicle Monitoring and Personnel Control:** This training covers the use of the rollout log, making bus assignments, use of standby, daily labor control, checking DVIs and paperwork, and reporting and troubleshooting vehicle maintenance problems.

**Operator Supervision:** Dispatchers learn about reasonable suspicion and administering FTA drug and alcohol regulations. This includes instruction in basic discipline, attendance procedures, and time clock management.

**Emergency Procedures:** This training familiarizes dispatchers with transit safety, accident/incident procedures, security and incident command system procedures, City and DOT emergency action plan implementation strategies, and communication and ensuring prompt and appropriate response. This training also prepares dispatchers for specific events, such as passenger illness on bus, natural disasters, vehicle breakdowns, severe weather, violent passengers, and other issues that may arise during service.

**Observation and Supervised Job Performance:** Dispatchers shadow a senior agent while on the job. During this mentorship training, these team members observe the dispatcher’s duties in action. After the observation period, dispatchers perform their job duties while under supervision. Dispatchers are cleared for duty when they have demonstrated sufficient understanding and competency in the components of the dispatch office, how routes interline (in order to promote successful transfers), operator efficiency, and the City’s customer service standards.

## Road Supervisor Training

In 2013, MV again partnered with AVATAR in the creation of a custom road supervisor development program. The program comprises six (6) courses designed to improve coaching ability, increase safety awareness, and ultimately reduce incident frequency and improve customer satisfaction. The training program uses an adult learning platform that addresses the following topics:

- **Observation Techniques:** This provides an overview of the training and discusses the role of the road supervisor in shaping operator

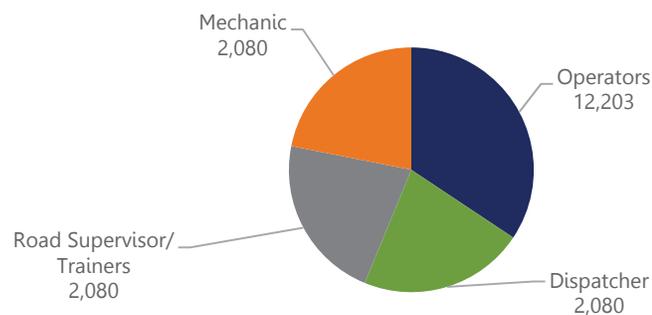
behavior. Trainees learn how to properly observe operator performance.

- **At-Risk Operator Behaviors:** Trainees learn to identify and correct behaviors that put operators at risk for accidents.
- **Teaching Triple L-C in the Field:** Trainees learn how to give specific feedback to operators about driving defensively and preventing accidents by using the Four Driving Principles to Safety. (Look Ahead™, Look Around™, Leave Room™, Communicate™)
- **Communication Essentials:** Trainees learn effective communication methods and develop skills to improve operator outcomes through increased positive communication.
- **Coaching the Professional Operator:** This course teaches trainees the basics of coaching professional operators. A distinction will be made between coaching, training, and orientation. Additionally, this course will discuss the two types of coaching as well as teach supervisors how to coach and deliver feedback.
- **Accident Investigation & Follow-Up Procedures:** Trainees learn the techniques for gathering complete, accurate and objective accident data used to arrive at true root causes and determine corrective action. They learn to further examine and analyze data as a means of preventing injuries, property damage and financial losses.

## e. Administration and Operational Resources

Please see MV's administrative and operational resources plan in section 4. Labor Hours. A summary of these hours is provided below:

Total Labor Hours



## f. Customer Service and Complaints

Expedient response to all complaints, comments, and commendations is critical to customer service excellence. When MV receives customer correspondence from the City the company makes at least three documented attempts to contact each customer filing a complaint within five calendar days in order to discuss the complaint and resolution if any, as required.

All employees are taught to exhibit professionalism and care when receiving a complaint. The company's general guidelines to handling a customer complaint are as follows:

- Actively listen and document all necessary information.
- Respond politely and patiently, taking care to appropriately document and confirm the details of the comment.
- If the comment is a complaint, inform the customer that it will be investigated, and that a supervisor may contact them directly as part of this investigation.
- Thank the caller for his or her time.

MV will immediately take appropriate actions and begin investigation of all complaints to determine validity. Complaints that are serious in nature must immediately be brought to the attention of the senior vice president and the City. Depending on the nature of the complaint either the general manager and/or senior vice president will personally handle these types of complaint investigations.

Complaint investigation includes one or more of the following actions:

- Telephone conversation with the complainant to understand the details of the complaint
- Conversation with all operators, dispatchers, road supervisors, and any other staff involved in the situation
- Review of any DriveCam clips related to the event
- Review of any call recordings relating to the event
- Review of all dispatch logs, trip sheets/manifests

All steps taken during the investigation are documented and filed. If the results of the investigation yields a validated complaint, a copy of the complaint documentation is filed in the affected employee(s') employment

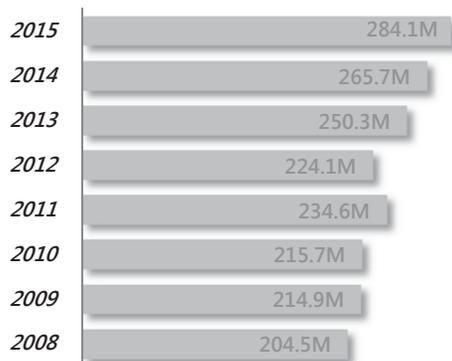
file, and a letter acknowledging the complaint and remedial steps taken is issued to the complainant.

Employees who receive repeated valid complaints will be disciplined appropriately up to and including termination of employment. A formal complaint report will be provided to the City and the complaint will be logged and submitted with all monthly reports, as required.

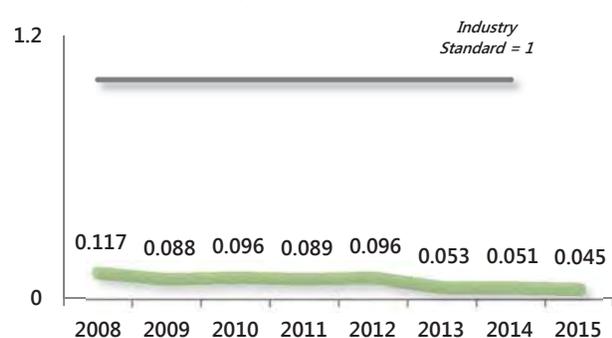
### g. Safety

In 2015, MV operated a total of 284,092,592 miles in areas of high density, extreme weather, and gridlock traffic. From the borough of Manhattan to downtown Los Angeles, to Anchorage, Alaska and Las Vegas, Nevada – MV provides passenger transportation service in some of the most challenging operating environments. MV has maintained stellar safety performance – with an accident frequency rating of just 0.045 preventable accidents that meet NTD reporting thresholds.

MV Miles Driven



MV Accident Frequency



## Safety Program

### Motivational Awards and Incentives

Employee recognition and positive reinforcement is an important part of a positive work culture and employee relations program. MV ties this critical component of its operation to safety and security by creating fun, safety-focused teambuilding activities throughout the calendar year. Competitions, contests, raffles, and parties bring MV's team together while promoting safety operating behaviors – creating an environment where safety remains the basis for the company's culture, celebration, and reward.

MV's team will work together to form either a safety committee or an employee steering committee. These groups will work together to develop

motivational awards and company events that appeal to the local team. Some examples of successful programs include:

- **No Drive-Cam 30 day contest:** All operators participate in this monthly pool. An operator without a DriveCam incident within the 30 days, qualify to participate in a raffle to receive a gift certificate for dinner, movie tickets, and Target or Wal-Mart gift cards. The recipients are also recognized during monthly safety meetings and their name is displayed on the company's service excellence announcement board.
- **Safety Challenges:** Employees that complete 30 days without a work related injury are eligible to win prizes including color TV's and iPads.

In addition, each MV location participates in MV's company-wide programs:

- **\$200 Safety Bonus:** Operators exhibiting safe driving behavior (no preventable incidents) and a strong attendance record receive a \$200 annual bonus on the anniversary of their hire date.
- **The Katherine McClary Operator Award:** This award recognizes MV's finest vehicle operators across the country. Qualifying operators must exhibit safe and professional driving behavior, a positive work attitude, excellent customer relationships skills and strong attendance record. Quarterly, annual, regional and national awards are presented and include cash prizes.
- **Safety Pins and Patches:** Operators are given safety pins and patches for each year completed without a preventable accident or injury.
- **Safety Blitzes and Other Safety Events:** MV's local management team will host safety blitzes and/or other employee events to promote safety messages.

## Safety Messages

Daily, a corporate issued safety message is published and delivered to all MV locations. Each message is posted at the location and read over the radio by dispatch. Additionally, all meetings and conference calls must begin with a safety message.



## Mandatory Safety Meetings

Safety meetings offer an opportunity to provide refresher training and address timely topics. All employees must attend this hour-long meeting each month.

Based on the size of the location, several meetings may be scheduled to accommodate operator and staff schedules. Maintenance safety meetings are held separately, and focus on maintenance safety.

All safety meeting agendas are issued by MV's safety department, and address topics in fleet safety (for example: defensive driving, wheelchair securement, adverse weather) and injury prevention (for example: drug and alcohol, back safety, bloodborne pathogens, and heat safety). Maintenance safety topics include subjects such as HAZCOM, back safety, and machine guarding.

Additionally, monthly safety tasks are assigned with the safety meeting schedule (see table below). These tasks include facility inspections, completion of annual OSHA logs, and emergency plan reviews.

All locations receive a safety meeting support packet to aid the meeting facilitator. Support packets include the meeting agenda, an outline for the meeting discussion, and supporting handouts and posters.

2016	Fleet Safety Topic	Injury Prevention Topic	Monthly Task	Maintenance Safety Topic
January	LLLC/Defensive Driving	Slips/Falls	Facility Inspection / Complete OSHA Log 2013	Emergency Action Plan
February	LLLC/Intersections & Pedestrians	Bloodborne Pathogen (operator edition)	Facility Inspection / Post 2013 OSHA 300A	Machine Guarding
March	LLLC/Right Turns & Pedestrians	HazCom	Facility Inspection	LO/TO (Lock Out/Tag Out)
April	LLLC/Left Turns & Pedestrians	Emergency Vehicle Evacuation Action Plan	Facility Inspection	Electrical
May	LLLC/Following Distance	Heat Stress	Facility Inspection / Remove OSHA 300A	Bloodborne Pathogen
June	LLLC/Fixed Objects	Back Safety Using Wheelchair Securement	Facility Inspection / National Safety	Heat Safety

2016	Fleet Safety Topic	Injury Prevention Topic	Monthly Task	Maintenance Safety Topic
July	LLLC/Securement	Ergonomics	Facility Inspection	Fire Safety/Fire Extinguisher Training
August	LLLC/Customer Service	Fatigue Management/Wellness	Facility Inspection	PPE (Personal Protective Equipment)
September	LLLC/Pedestrians & Cyclists	Injury and Illness Prevention	Facility Inspection/Review and Update Facility Emergency Action Plan (Safety Policy #21)	IIPP (Injury Illness Prevention Program)
October	LLLC/Distracted Driving	Fire Safety/Fire Extinguisher Training	Facility Inspection	HazCom
November	LLLC/Adverse Conditions/Pedestrians	Emergency Action Plan/Fire Drill	Facility Inspection	Housekeeping
December	LLLC/Defensive Driving & Recap	11 Month Review	Facility Inspection	Slips/Falls

## Certifications and Employee Development

### LLLC Certification

MV's defensive driving program, known as the Triple L-C teaches professionals *The Four Driving Principles to Safety™*: Look Ahead™, Look Around™, Leave Room™, and Communicate™. These principles reinforce operators' focus on maintaining ample room around their vehicle, while maximizing visibility and time needed to make safe operating decisions. This program has contributed to the company's declining accident frequency and improved safe behavior year over year.

### Behind the Wheel Certification

MV knows that operation safety is contingent on a strong and proven training program. The company's steadfast commitment to transit training is demonstrated in its unique approach to behind the wheel (BTW) training – the company requires that all BTW trainers are certified by MV before

being released into service. Applicants that meet the following qualifications are considered for the role of a BTW Trainer:

- Work History Review Form (Preventable accidents, Worker Compensation claims, attendance, discipline warnings, performance reviews)
- Supervisor Performance Evaluation (conscientiousness, safety oriented, tolerant of stress, excels in teamwork)
- Completion of a structured interview with the safety and training manager or operations manager

MV has experienced  
no preventable  
incidents since 2011  
in the provision of  
these services.

MV certifies BTW trainers using intense two-day training. Behind the wheel training includes:

- Group Meeting to discuss Instructor Roles and Responsibilities
- Self-Directed Courses and BTW Manual
- Certification Exam Part 1: 50-question multiple choice certification exam based on the principles and theories presented in the three self-directed courses. Candidates must achieve a minimum score of 80% to progress to the next step
- Certification Exam Part 2: a 65-question multiple choice exam to assess their general knowledge of MV Transportation performance standards and BTW learning points. Candidates must achieve a minimum score of 80% to progress to the next step
- BTW Ride Along Evaluation

## On Board Monitoring Systems

MV has included brochures for these monitoring systems following this section.

### DriveCam

MV uses DriveCam's DC3P Video Event Recorder to monitor each operator's driving behavior. This system gives insight into how operators adhere to company and law enforcement policy, and provides MV's management team the information needed to refine and enhance training.

The DriveCam Video Event Recorder (VER) is placed on the vehicle's windshield. The unit continuously monitors the operator's behavior and provides real-time in-cab feedback. Using exception-based video recording, the camera continuously records; however, data is only saved when activated by embedded sensors that measure force exerted on the vehicle (such as abrupt start/stops, sudden turns, accelerations/decelerations, speeding, and collisions). Additionally, the unit has a panic button that is pushed by the operator (in the event of an on-board incident, a passenger altercation, etc.).

When triggered, the system saves data clips for a period of 10 seconds before and 10 seconds after the event.

The event video and data (which includes views of the road ahead and of the operator) uploads to DriveCam's Risk Analysis Center where DriveCam's trained professionals analyze the events (review, score, and comment on each event) for MV's management to use in coaching operators and improving operator safety. Events are stored on a web-based portal for a 90-day period. Afterwards, all events are archived to in-house servers for historical data retention

MV has invested significantly with Lytx, and has developed subject matter experts in its corporate staff (Ms. Diana Finkle and Mr. Andrew Scott) to support MV's local team. Although an employee of Lytx, Mr. Andrew Scott is assigned full-time to MV's operations and is based at MV's Dallas, Texas headquarters. Andrew's presence within MV's DriveCam program ensures the most up-to-date programs – including reporting and training – are offered to MV's customers. This also gives MV a direct line of communication with Lytx's executive team.

### DriveCam Video Event Recorder Features:

- Onboard Posted Speed Database
- Real-Time In-Cab Feedback
- Risk Predict® Technology
- Collision Video Recording
- 4 GB Camera Storage
- Telematics
- Hotspot Mapping
- Operator-Activated Event Recording (panic button)

## Mobileye® Collision Avoidance System

MV is pleased to offer the Mobileye collision avoidance system in the new contract term. Mobileye is a windshield-mounted camera that detects other vehicles, pedestrians, and lane divisions in real time.



Mobileye mitigates the primary risk factor that leads to vehicle collisions – operator inattention. An estimated 93 percent of all accidents are a result of human error, with nearly 80 percent of all accidents resulting from operator inattention in the three seconds preceding the accident. In an estimated 40 percent of rear end collisions, no brakes were applied. Further, 60 percent of road accident fatalities are due to unintentional lane departures.

When triggered, the system will emit an auditory warning<sup>1</sup> when the following events occur:

- The vehicle operator departs from the lane
- The distance between the vehicle and the vehicle in front of it becomes too small
- A forward collision is imminent
- A pedestrian is detected
- The operator exceeds the speed limit
- This warning signals the operator to apply the brakes to avoid collisions.



## Safety Policy and Procedures

### Safety Policy Manual

MV's safety policies set forth operating guidelines that reduce workplace accidents, incidents, and injuries. MV's Safety Manual comprises more than 41 policies that address vehicle operations, regulatory compliance, maintenance operations, MSDS/ hazardous materials, operational safety practices, and facility emergency management.

Furthermore, MV issues documented Safety Guidelines that outline safety-related responsibilities for all safety, executive, and managerial/supervisory

<sup>1</sup> Additional option for haptic warning (shaking seat) is available

roles. These guidelines additionally outline expectations regarding facility safety and upkeep

### Safety Point System

All operators are subject to the assessment of safety points. The company's safety point system provides clear guidance for all managers when assessing operators' driving behavior.

For new employees, receipt of four (4) points (or more), or more than two (2) separate safety point assessments, during the introductory period will result in termination. For those non-introductory employees, receipt of six (6) points (or more) in any rolling 18 month period, or receipt of three (3) separate safety point assessments within a rolling 12 month period, will result in termination.

Safety points are assessed when an operator is involved in a preventable incident. Drive Cam incidents will be assessed points based on level of severity; all others are assessed as follows:

1 Point	<ul style="list-style-type: none"> <li>Unsafe maneuver(s) or act</li> <li>Failure to cycle wheelchair lift</li> <li>Failure to do a proper vehicle inspection (DVI)</li> </ul>
2 Points	<ul style="list-style-type: none"> <li>Improper following distance</li> <li>Conviction of a minor traffic violation</li> <li>Backing incident</li> <li>Minor preventable incident</li> </ul>
3 Points	<ul style="list-style-type: none"> <li>Any use of a cell phone or non company-issued electronic device while operating a vehicle</li> </ul>
4 Points	<ul style="list-style-type: none"> <li>Major preventable incident that does not involve serious injury, death and/or property damage in excess of \$25,000</li> </ul>
6 Points	<ul style="list-style-type: none"> <li>Major preventable incident with serious injury, death and/or property damage in excess of \$25,000</li> <li>Any preventable roll-away incident</li> <li>Failure to properly secure/transport a mobility device</li> <li>Failure to immediately report a citation or incident in a Company vehicle</li> <li>Tampering with, disabling, or otherwise interfering with Drive Cam or other monitoring equipment</li> <li>Conviction of a major traffic violation *</li> </ul>

## Emergency and Security Plans

MV has a number of plans and programs in place designed to mitigate risk and provide a safe, healthy workplace. Each of these plans is available upon request:

- **System Safety Program Plan (SSPP):** With the objective to provide a superior level of safety and minimize any and all risk, MV's SSPP is maintained in accordance with the standards of the American Public Transportation Association (APTA) and the Federal Transit Administration (FTA).
- **System Security and Emergency Preparedness Plan (SSEPP):** This set of comprehensive security goals, objectives, and strategies maximize the security of MV's passengers, employees, and property. This plan is a blueprint for all security procedures.
- **Continuity of Operations Plan (COOP):** This plan template provides MV's operations a base from where to develop its own plan to ensure continuous operations during an emergency. The COOP which sets forth a concept of operations, identifies essential functions, and outlines three potential phases of operation: 1) Activation and Relocation, 2) Alternate Facility Operations, and 3) Reconstitution.
- **Emergency Action Plan:** The EAP assists employees and management in making quality decisions during times of crisis, and to comply with the Occupational Safety and Health Administration's (OSHA) Standard for Emergency Action Plans, 29 CFR 1910.38.
- **Hurricane Preparedness Plan:** This plan incorporates an incident command structure and phased approach to preparation, release of personnel, and shutdown of project operations whenever the best available information indicates a hurricane could impact continued safe operation.
- **Bloodborne Pathogen Exposure Control Plan:** MV's Bloodborne Pathogen Exposure plan provides the guidance and training needed to protect employees against exposure to bloodborne pathogens. This plan complies with the Occupational Safety and Health Administration's (OSHA) Bloodborne Pathogen Standard, 29 CFR 1910.1030, to eliminate or minimize employee occupational exposure to blood, certain other body fluids, or other potentially infectious materials.
- **Additional Health and Safety Plans include:**

- Fire Prevention Plan
- Hearing Conservation Program
- Hazardous Communication Plan
- Injury & Illness Prevention Plan
- Heat Illness Prevention Plan
- Lockout Tagout Control of Hazardous Energy Program

## h. Startup and Transition Plan

MV is the current operator of these services; therefore, no transition of service will be necessary should MV be selected for the next contract term. Retaining MV as the City's contractor eliminates the need for a costly startup or the learning curve required by a new contractor, and assures the continuity of these important services.

### (i) Administrative Offices

In the new contract term, the administrative offices will remain at MV's nearby Thousand Oaks facility: 265 South Rancho Road, Thousand Oaks, CA 91362. This facility is located approximately 14 miles from the City of Calabasas.



### (ii) Hiring Plan

As the incumbent provider, all current MV employees have cleared background checks to work with children and are already fully trained and knowledgeable about the service.

In addition to refresher training provided during MV's monthly safety meetings, MV requires mandatory retraining at the following points of an operators' employment:

Type of Retraining	When it is provided	Length of Training	Description of Training
Return to Work (after 30 days or more of inactive status)	Required when an operator returns from "inactive" status (from a period of 30 days or more).	8 hours	This training consists of a 6-hour classroom review and a 2-hour behind the wheel road check. These focus on safety standards, defensive driving skill, and vehicle familiarity.
Post-Accident / for cause	Required for any operator who has received a "preventable" rating for an accident/incident. This training must be scheduled and given within 10 days following the formal accident rating.	Varies based on the operator's ability to perform the appropriate tasks to standard.	Post-accident retraining is focused on correcting driving deficiencies and standards that contributed to the accident. The operator must demonstrate ability to perform all of the required tasks to standard before being allowed back to driving duties.
Seasonal Refreshers	These refreshers are conducted in preparation of operations during certain periods of the year, typically in the fall.	Varies based on location and topics.	The training will include topics/material appropriate for the region, inclement weather, environmental, and traffic conditions.
Biannually	At a minimum of every two years	8 hours	This training consists of a 6-hour classroom review and a 2-hour behind the wheel road check. These focus on safety standards, defensive driving skill, and vehicle familiarity.

For any open positions, MV uses industry publications and several online resources for hiring. This approach maximizes the company's exposure to talent within the industry and like industries. MV has a strategic partnership with CareerBuilder.com, with which the company's postings are automatically linked to over 50 diversity postings. The company also uses the services of:

- Monster;
- Craigslist;
- Transit Talent;
- Indeed;
- ZipRecruiter;
- APTA;
- Mass Transit, and
- LinkedIn

As part of MV's commitment to veteran employment, the company also uses America's Job Exchange. This tool expands MV's outreach to include agencies including:

- AJE Veterans Exchange;
- AJE Disability Exchange;
- JOFDAV.com;
- DisabledPerson.com; and
- 4000 additional community based organizations sites.

Locally, the company participates in local job fairs – and includes those that focus on returning veterans and/or spouses of veterans.

### **(iii) Coordination with Current Operator**

MV is the current contractor for these services.

#### **i. Coordination with City Staff**

As the current contractor, MV understands the importance of ongoing, open and honest dialog with City staff. General Manager Zack Dokmaji, along with the dispatch team, speak frequently, often twice a week, with

the City staff to employ both proactive and responsive management. Zack demonstrates a willingness to discuss any concerns the City has and a desire to find mutually beneficial solutions.

MV will continue to ensure that the fee at risk will remain fully earned through consistent contact between Mr. Dokmaji and City staff regarding the City's and the passenger's expectations for the service.

# **DRIVECAM & MOBILEYE BROCHURES**

*Delivering insights. Driving results.™*

DriveCam  
POWERED BY Lytx 

# Proven Results

Major fleet operators return to the DriveCam® Program year-after-year because they realize millions of dollars in savings and indirect benefits when they:



*"The DriveCam Program provides us with more than just technology. They provide the service and support we need to improve and grow our business."*  
 – Waste Management

## REDUCE COLLISIONS

Fleet operators see collision cost reductions of up to 80% in Property & Auto Liability and Workers' Compensation claims.

## REDUCE FRAUDULENT CLAIMS

Exception-based video captures indisputable evidence when an event occurs, protecting drivers and fleets from fraudulent or other errant claims.

## REDUCE FUEL USE

Typical reduction of up to 12% through the management of efficient driving, excessive idling and speeding.

Fleets also realize a variety of important indirect benefits from developing and maintaining a world-class safety culture.

With the DriveCam Program, you'll:

- Protect your drivers from the devastating impact of being involved in a collision – and exonerate them when they are in a no-fault collision.
- Protect your brand by minimizing high-profile collisions that receive broad media coverage.
- Exemplify good corporate citizenship by contributing to a safer and more environmentally conscious community.



## The DriveCam Online Experience

With 24/7 secure access, the DriveCam Online® platform provides the important information you need to monitor fleet risk, prioritizes what you need to maximize your safety program and provides the necessary tools for coaching your drivers to improve their driving behavior. The DriveCam Online platform is your key to driver risk management success.



### Role-based Home Pages

Including an inbox and a variety of dashboards, you can drill into specifics about a driver or group.



### 3-Step Coaching Process

To help guide you through ...

1. Coaching Behaviors (video and non-video)
2. Selecting an Action Plan
3. Conducting the Coaching Session

Driver Score Ranking			
Undersized Drivers: 2.31%			
Rank Number	Driver	Home Group	Rank
1	Butch Lindberg	San Diego	LOW
2	Larry Greene	San Diego	LOW
3	Walt Harbeck	Escondido	MED
4	Travis Hoffmann	San Diego	MED
5	Jack Spessard	San Marcos	MED
6	Russ Peterson	East County	MED
7	Michael Shilling	Downtown	HIGH
8	Ernie O'Neil	Orange County	HIGH
9	Nick Salpita	San Diego	HIGH

### Driver Score Ranking

Using our new Lytx Safety Score™ technology, you can now identify your safest drivers, as well as those with a higher probability of being involved in a collision.

# How the DriveCam Program Works

The DriveCam Program – powered by the Lytx Engine™ – identifies, prioritizes and helps prevent the causes of poor driving before they lead to a collision. This “programmatic approach” helps clients transform their safety culture and ensures bottom-line results – preventing collisions, fraudulent claims and wasted operating expenses – while protecting their drivers and their brand.

- 1 MONITOR DRIVING; PROVIDE REAL-TIME FEEDBACK**  
The DriveCam video event recorder captures driving behavior data and provides real-time driver feedback.
- 2 UPLOAD VIDEO & DATA**  
Exception-based video and data are uploaded via a secure wireless connection to the DriveCam Review Center – and are immediately available to the client.
- 3 ANALYZE, SCORE & PRIORITIZE**  
Proprietary predictive data analytics, combined with expert video review, highlight the causes of poor driving and prioritize actions needed to reduce fleet risk and operating costs.
- 4 ACCESS DRIVER MANAGEMENT PORTAL**  
Configurable alerts direct clients to online tools, including dashboards for company-wide visibility and accountability, and analysis of risky driving behaviors.
- 5 COACH DRIVER**  
Flexible coaching and training methods are applied based on operational capabilities and organizational profiles.
- 6 SAFER DRIVER RETURNS TO THE ROAD**  
Continuous monitoring verifies that lessons have been applied, resulting in safer drivers and fewer collisions.

Ensuring your program is on track, DriveCam program reviews provide benchmarking and best practices specific to your operations and industry. In addition, proprietary video and data analysis provide a complete profile of drivers and driving, allowing for objective comparisons of driver to driver, site to site, region to region and company to industry.

## Why Companies Choose the DriveCam Program

During the decision making process, there are many considerations when evaluating driver risk management, fuel management and fleet tracking services. Read why companies are choosing the DriveCam solution to protect their drivers, their vehicles and their community.



*“The DriveCam Program is the first system I have seen that is proactive, instead of reactive. In the first six months we saw a 50% reduction in minor vehicle accidents, a 50% reduction in workers’ compensation claims and a 70% decrease in risky driving behavior.” – US Foods*



*“Through our use of the DriveCam Program, we are able to reduce litigation and exonerate drivers.*

*We have saved hundreds of thousands in litigation costs on frivolous claims since implementing the program.” – Cargo Transporters*



*“Greyhound’s number one focus has always been the safe*

*transportation of millions of passengers every year across North America, and incorporating the DriveCam Program is one more way we are able to reinforce this focus.” – Greyhound*

## Value-Added Solutions

### Fuel Management

The innovative behavior-based DriveCam Fuel Management Solution can help improve fleet performance. Integrated into the DriveCam Online platform, our solution combines real-time in-cab feedback with online reporting and coaching to improve fuel efficiency – by up to 12% – and lower emissions.

### Fleet Tracking

Get a real-time view of your fleet operations – helping to ensure compliance and improve productivity – with immediate access to real-time status, trip history and a full suite of reports. Seamlessly integrated into the DriveCam Online platform, there’s no need for additional in-cab equipment, extra peripherals or extra software.

## Lytx Engine

Our Lytx Engine™ is powered by human intelligence combined with state-of-the-art predictive analytics and statistical machine learning technologies. In the field, our devices are equipped with real-time automated decision algorithms that determine when data should be captured and stored. In our data centers, automated decision algorithms prioritize, store and route selected data to our human-powered internal processes.

We capture data from multiple sensors embedded in the work environment. In vehicles, our device captures signals from accelerometers, GPS systems, engine control units, video, microphones and advanced safety systems. To make sense of these signals, we have developed and deployed real-time decision algorithms that continuously monitor the sensor stream to determine the likelihood of risky driving behaviors.

The Lytx Engine applies advanced predictive models to prioritize, select and route data to review centers where teams of expert reviewers identify and verify behaviors from video events, adding structured labels to the data. These labels provide the basis for our scoring algorithms and for the continuous improvement of the predictive models that power our real-time decision algorithms in our sensors and servers. Our scoring algorithms and statistical models enable us to create driver safety and coaching effectiveness models that are examples of the tools we use that predict the likelihood of future collisions. These important predictors help safety managers and coaches understand and prioritize their areas of focus. Our constantly growing database enables us to refine and improve our ability to predict risky behaviors so that we can deliver even more value to our clients.



Our data analytics teams include scientists and analysts who apply statistical analysis, feature engineering and data-driven machine learning to develop decision algorithms and predictive models that support our human-powered processes. Over the years, we have learned how to maximize the effectiveness of these processes to help our customers drive positive change throughout their organizations.

Lytx stands for the entire process of Sense, Predict, Prevent (SPP)™. Using our technology, we analyze the data we gather, distill it into actionable insights and leverage it in ways that empower our clients to be safer, better companies.



Lytx, Inc., San Diego, California, USA 858.430.4000 866.419.5861 [info@lytx.com](mailto:info@lytx.com) [www.lytx.com](http://www.lytx.com)

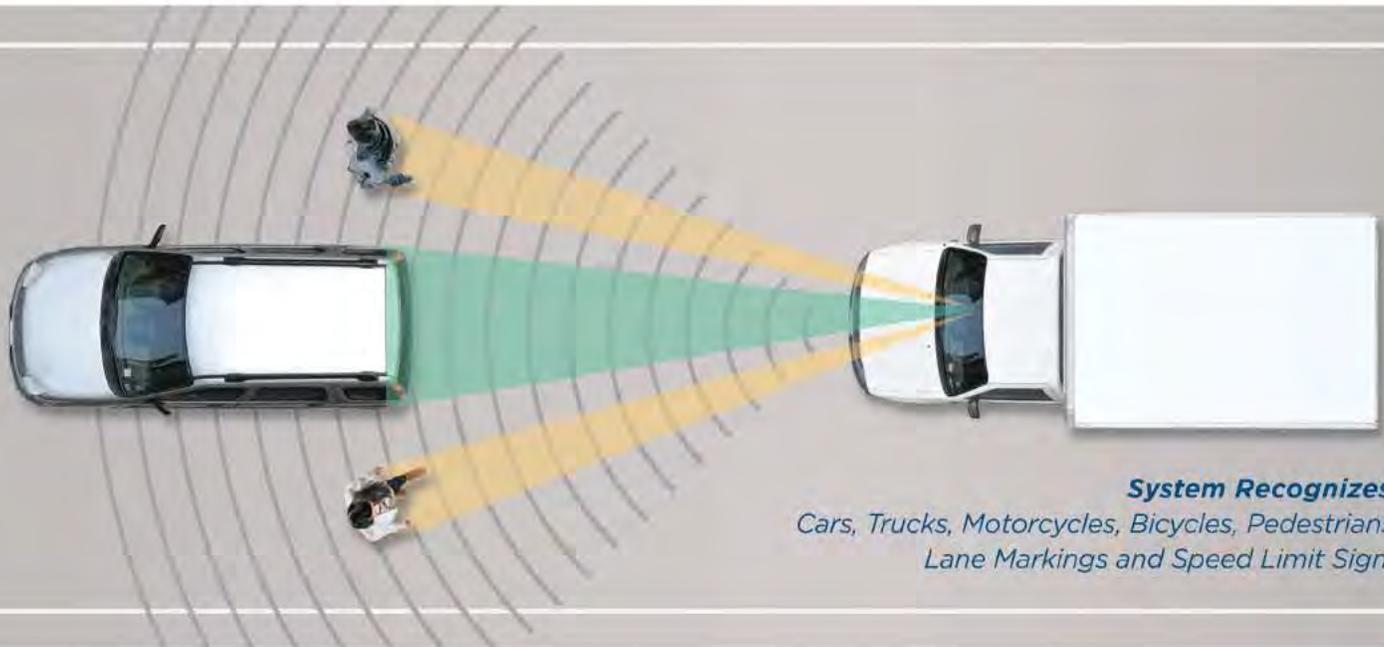
At Lytx (formerly DriveCam, Inc.), we harness the power of data to change human behavior and help good companies become even better. Our flagship product, DriveCam powered by Lytx, sets the standard for driver safety in the industries we serve, and our RAIR Compliance Services helps DOT-regulated fleets comply with safety regulations, complementing the DriveCam Program. We protect more than 950 commercial and government fleet clients worldwide who drive billions of miles annually. Our clients realize significant ROI by lowering operating and insurance costs, while achieving greater efficiency and compliance. Most of all, we strive to help save lives – on our roads and in our communities, every day. Lytx is privately held and headquartered in San Diego. For more information, visit [www.lytx.com](http://www.lytx.com).

# Collision Avoidance System

*Protecting Your Fleet and Your Bottom Line*



**COLLISION  
AVOIDANCE SYSTEMS** 



**System Recognizes:**  
*Cars, Trucks, Motorcycles, Bicycles, Pedestrians,  
Lane Markings and Speed Limit Signs*

## Reduce Accidents, Save Money and Keep Your Drivers Safe



*Easily installs in any vehicle*

The Mobileye® Collision Avoidance System is the latest technological advancement for preventing vehicle crashes — and the only system in the industry to incorporate truly comprehensive real-time warnings and alerts. Utilizing an intelligent vision sensor that works like a bionic eye, the system identifies a diverse and extensive variety of potential threats on the road, such as vehicles, cyclists, pedestrians and more. The distance and relative speeds of these objects are continuously measured to calculate the risk of your driver colliding with them. Even lane markings and traffic signs are detected. When danger is imminent, visual and audible alerts warn the driver to make necessary corrections in sufficient time to avoid potential collisions or mitigate their severity.

Fleet managers have installed our trusted collision avoidance system in some of the world's best-run fleets including cars, trucks, service vehicles and taxis, in both rural and urban environments. Many global organizations have experienced significant reductions in incidents, collisions and associated costs. Your fleet can accomplish the same.

**Telematics Integration:** *The system generates data that can be exported to 3rd party telematics and fleet management systems, enabling enhanced visibility of your fleet as well as greater insight into driver behavior. All alerts are available via the Mobileye CAN channel for telematics and 3rd party integrators.*



#### **Connectivity with Telematics**

*Gives fleet managers critical insight into driving behavior.*



#### **Accident Reduction**

*A pilot involving 2,000 trucks driving 47 million miles resulted in zero accidents vs. the average of 11-13 accidents.*



#### **Cost Reduction**

*C.R. England has achieved a 37% reduction in crash costs per mile traveled.*

## Minimize Risk, Increase Safety and Improve Your Bottom Line

Fleet operations of all sizes experience tangible and measurable advantages as a result of deploying this advanced technology, including:

- Immediate reduction in collisions and close calls
- Improvements in driver behavior that continue long term
- Reduced insurance premiums and fines for non-compliance
- Lower fuel and maintenance costs
- Improved CSA scores

*...and the system typically pays for itself in only 12 months or less\* — with no driver training necessary.*

## Collision Avoidance Technology Addresses the Main Causes of Accidents

**According to the National Highway Transportation and Safety Administration (NHTSA), Department of Transportation (DOT) and the Virginia Tech Transportation Institute:**

- 93% of all accidents are due to human error, with driver inattention being the primary cause
- Nearly 74% of all accidents involve driver distraction three seconds prior to an incident
- 40% of rear-end collisions have no brake application whatsoever
- 60% of road accident fatalities are due to unintentional lane departure

## Governing and Regulating Agencies Agree



- **The Federal Motor Carrier Safety Administration (FMCSA)**  
Advocates the voluntary adoption of collision avoidance systems to improve fleet safety
- **The National Transportation and Safety Board (NTSB)**  
Includes collision avoidance systems on Most Wanted/Top Ten Advocacy List
- **The National Highway Traffic Safety Administration (NHTSA)**  
Tracks collision avoidance systems as part of their 5-star safety ratings program

\*According to FMCSA studies

## TECHNOLOGY FOR A SAFER WORLD

Mobileye® is the technological leader in the area of advanced image sensing and processing technology for automotive applications. With over a decade invested in extensive R&D, Mobileye has gained an unprecedented understanding of the diverse challenges that face drivers on the road and how to keep them safe. This unequalled expertise has made Mobileye the recognized global pioneer in collision avoidance systems. As evidence, Mobileye is the OEM (Original Equipment Manufacturer) supplier of such systems to many of the world's leading automobile manufacturers.

### SOME OF THE BRANDS USING MOBILEYE SYSTEMS



# System Warnings and Features



## Forward Collision Warning

Alerts the driver to an imminent rear-end collision with a car, truck or motorcycle moving at any speed



## Headway Monitoring/Following Time

Alerts the driver when following time becomes critically short



## Lane Departure Warning

Alerts the driver if vehicle leaves the lane without use of the turn signals



## Pedestrian and Bicycle Collision Warning

Alerts the driver of an imminent collision with a pedestrian or bicyclist



## Intelligent High-Beam Control

Automatically turns the high-beams on/off depending upon the level of light and relative distance from other traffic



## Speed Limit Indicator

Notifies the driver if the vehicle exceeds the posted speed limit



Bluetooth® connectivity standard

## Optional Enhancement Features

The following optional features can be incorporated to further reduce accidents:

- Automatically muting the car radio
- Instantly deactivating factory cruise control
- Adding any function for a 3rd party device that has a discrete input
- Integrating with older vehicles
- Incorporating haptic warnings that provide tactile alerts; for example, a driver's seat or steering wheel can be outfitted with a vibrator that can be set to various strengths, frequencies and patterns



**COLLISION  
AVOIDANCE SYSTEMS**



877-590-8968

[www.collisionavoidancesystems.net](http://www.collisionavoidancesystems.net)

EXHIBIT B  
APPROVED FEE SCHEDULE



**The Operations and Maintenance of Public Transit and Transportation Services for  
the City of Calabasas**

*Pricing for MV Transportation, Inc.*

	<u>YR 1</u>	<u>YR 2</u>	<u>YR 3</u>	<u>YR 4</u>	<u>YR 5</u>
*Billable Hourly Rate	\$ 38.937	\$ 40.341	\$ 43.206	\$ 45.846	\$ 47.277



Approved by City Manager: 

*CITY of CALABASAS*

CITY COUNCIL AGENDA REPORT

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**DATE:** AUGUST 30, 2016

**TO:** HONORABLE MAYOR AND COUNCILMEMBERS

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

**SUBJECT:** ADOPTION OF RESOLUTION NO. 2016-1530, REQUESTING THE BOARD OF SUPERVISORS OF THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT OF THE STATE OF CALIFORNIA TO ACCEPT ON BEHALF OF SAID DISTRICT THE TRANSFER AND CONVEYANCE OF THE STORM DRAIN IMPROVEMENTS KNOWN AS PRIVATE DRAIN NO. 2452 IN THE CITY OF CALABASAS FOR FUTURE OPERATION, MAINTENANCE, REPAIR AND IMPROVEMENT, AND AUTHORIZE THE TRANSFER AND CONVEYANCE HEREOF

**MEETING DATE:** SEPTEMBER 14, 2016

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**SUMMARY RECOMMENDATION:**

Staff recommends to adopt Resolution No. 2016-1530 requesting the board of supervisors of the Los Angeles County Flood Control District of the State of California to accept on behalf of said District the transfer and conveyance of the storm drain No. 2452 in the City of Calabasas for future operation, maintenance, repair and improvement, and authorize the transfer and conveyance hereof.

**BACKGROUND:**

In April 1992, the City and the Los Angeles County Flood Control District (LACFCD) entered into an agreement to allow the transfer of storm drains to LACFCD for future operation, maintenance, repair and improvement.

Conditional Use Permit No. 87527-(3), requesting the construction of a neighborhood shopping center and 110 single-family residences, was approved by the Los Angeles County Board of Supervisors on January 17, 1995. The residential component known as Mont Calabasas was constructed shortly after. On May 21, 2015, the City of Calabasas Planning Commission approved a request to modify the existing County approval for the commercial component and the applicant obtained various permits from the City to commence construction of a new commercial center. Per the approved project plans, the underground storm drain system (PD 2452) was built to serve the site.

**DISCUSSION/ANALYSIS:**

The storm drain known as Private Drain No. 2452 is located within Tract No. 45342 and passes through Mont Calabasas Homeowners Association and also through the Las Virgenes Road/Thousand Oaks Blvd. Commercial Center site.

Attachment B shows location of the drainage facility to be transferred. The Los Angeles County Flood Control Maintenance District is ready to accept the facility upon adoption of the attached resolution by the City Council. A "Certificate of Acceptance" will be provided by the County upon their acceptance of resolution No. 2016-1530. The storm drain facility will then be owned and maintained by the Los Angeles County Flood Control Maintenance District under the existing county-wide storm drain benefits assessment district.

**FISCAL IMPACT/SOURCE OF FUNDING:**

Adoption of the Resolution No. 2016-1530 poses no fiscal impact.

**REQUESTED ACTION:**

Staff recommends to adopt Resolution No. 2016-1530 requesting the board of supervisors of the Los Angeles County Flood Control District of the State of California to accept on behalf of said District the transfer and conveyance of the storm drain No. 2452 in the City of Calabasas for future operation, maintenance, repair and improvement, and authorize the transfer and conveyance hereof.

**ATTACHMENTS:**

**Attachment A:** Resolution No. 2016-1530

**Attachment B:** Storm drain location map

**ITEM 3 ATTACHMENT A  
RESOLUTION NO. 2016-1530**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CALABASAS CALIFORNIA, REQUESTING THE BOARD OF SUPERVISORS OF THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT OF THE STATE OF CALIFORNIA TO ACCEPT, ON BEHALF OF SAID DISTRICT, THE TRANSFER AND CONVEYANCE OF THE STORM DRAIN IMPROVEMENTS KNOWN AS PRIVATE DRAIN NO. 2452 IN THE CITY OF CALABASAS FOR FUTURE OPERATION, MAINTENANCE, REPAIR, AND IMPROVEMENT, AND AUTHORIZE THE TRANSFER AND CONVEYANCE THEREOF**

**WHEREAS**, there have been dedicated to, or the City of Calabasas has otherwise acquired, the storm drain improvements and drainage system known as Private Drain (PD) No. 2452, depicted on Los Angeles County Flood Control District Drawing Nos. 361-F73.1-.18 on file with the Director of Public Works for the County Los Angeles; and

**WHEREAS**, the City is authorized and empowered to transfer and convey to the Los Angeles County Flood Control District (hereinafter referred to as District) any storm drain improvements and drainage systems for future operation, maintenance, repair, and improvement; and

**WHEREAS**, the City and the District entered into an Agreement dated April 7, 1992, and recorded April 30, 1992, as Document No. 92-780219, of the Official Records in the Registrar-Recorder/County Clerk's office, whereby the City made certain warranties about its future transfers and conveyances of flood control facilities to the District; and

**WHEREAS**, the best public interest will be served by transfer and conveyance of said storm drain improvements and drainage system from the City to the District for future operation, maintenance, repair, and improvement.

**NOW, THEREFORE, BE IT RESOLVED**, that the City does hereby request the District to accept the transfer and conveyance of the storm drain improvements and drainage system depicted on District Drawing No. 361-F73.1-.18 on file with the Director of Public Works for the County of Los Angeles.

**BE IT FURTHER RESOLVED** that, subject to the acceptance thereof of the Board of Supervisors of the District, the City Engineer is directed and ordered to

## Item 3 Attachment A

prepare all necessary instruments and documents to effectuate the transfer and conveyance and that the Mayor is authorized and instructed to execute said documents and other instruments. The District shall have no obligation or responsibility to maintain the storm drain, improvements, and drainage until all rights of way for the drain now vested in the City and all other necessary rights of way have been conveyed to and accepted by the District.

Section 1. The City Clerk shall certify to the adoption of the resolution and shall cause the same to be processed in the manner required by law.

**PASSED, APPROVED AND ADOPTED** this 14<sup>th</sup> day of September, 2016.

---

James R. Bozajian, Mayor

ATTEST:

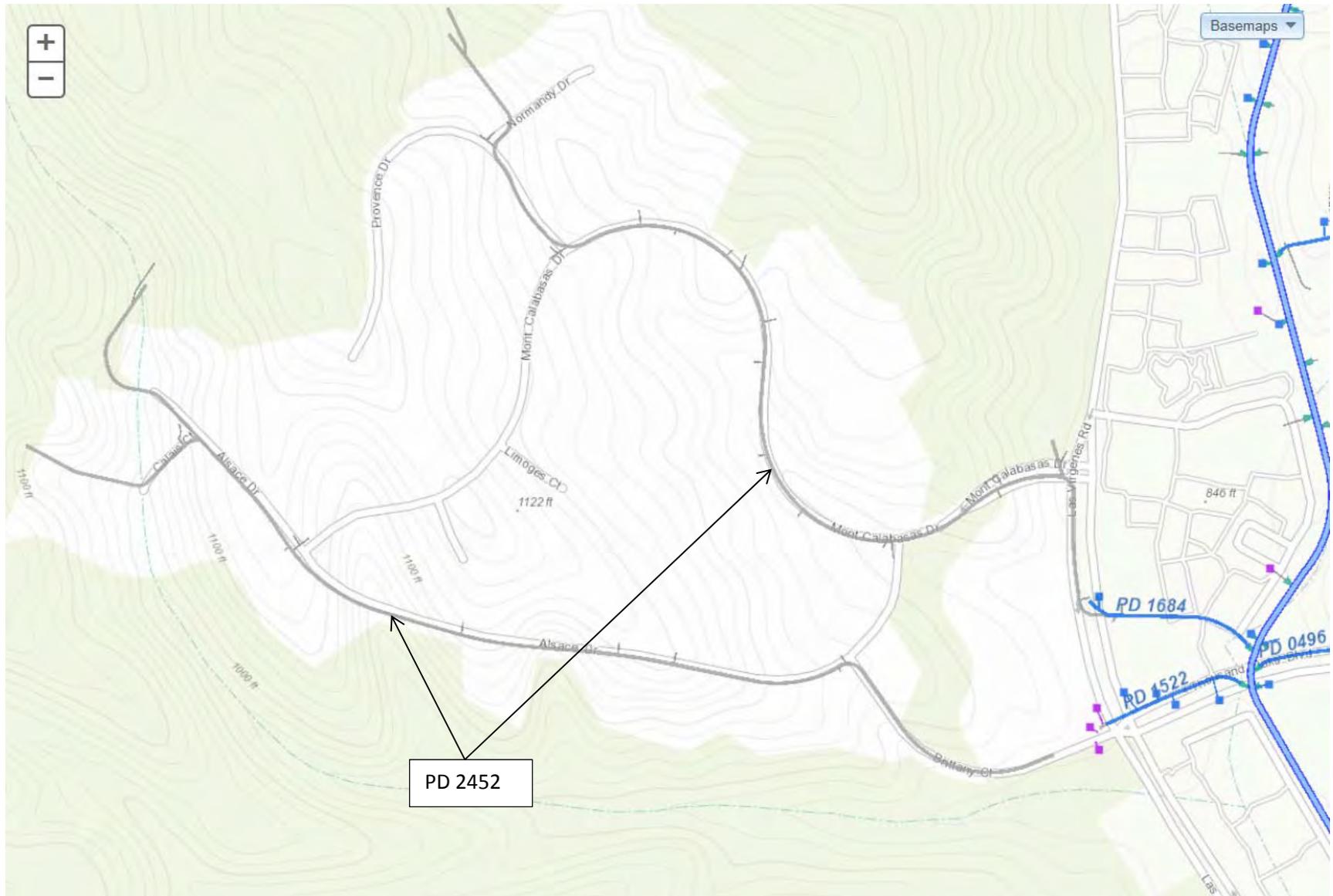
---

Maricela Hernandez, MMC  
City Clerk

APPROVED AS TO FORM:

---

Scott H. Howard, City Attorney





CITY of CALABASAS

CITY COUNCIL AGENDA REPORT

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**DATE:** AUGUST 29, 2016

**TO:** HONORABLE MAYOR AND COUNCILMEMBERS

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

**SUBJECT:** CONSIDERATION OF A REFUND REQUEST FROM APPLICANT JAY PERLMUTTER FOR VARIANCE AND PUBLIC HEARING NOTIFICATION FEES IN THE AMOUNT OF \$1,597.88

**MEETING**  
**DATE:** SEPTEMBER 14, 2016

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**SUMMARY:**

That the City Council review and consider a refund request from applicant Jay Perlmutter for variance and public hearing notification fees in the amount of \$1,597.88.

**BACKGROUND:**

Mr. Perlmutter has requested that the City Council waive all fees associated with the Variance permit he obtained for the two trellis structures in his rear yard. The fees associated with the Variance permit include the following:

- \$1,127 for the Variance
- \$190.88 for the public hearing notification fee; and
- \$280.00 for the scanning and archiving fee

The total for all Variance-related costs is \$1,597.88. Mr. Perlmutter paid an additional \$146.00 for a Zoning Clearance, which would have been required with or without the Variance.

**RECOMMENDATION:**

That the City Council review and consider a refund request from Mr. Perlmutter in the amount of \$1,597.88.

**ATTACHMENTS:**

- A. Refund request letter from Jay Perlmutter
- B. Transaction Receipt for Permit No. PL1604281
- C. Transaction Receipt for Permit No. PL1604280

3433 Cordova Drive  
Calabasas, CA 91302

April 18, 2016

City of Calabasas City Council  
100 Civic Center Way  
Calabasas, CA 91302

Dear Members of the City Council,

My name is Jay Perlmutter. My family and I live at 3433 Cordova Drive, Calabasas, and have been proud residents of the City for almost 10 years. I approached the City Council at a meeting on Wednesday, February 24, 2016 during oral communications/public comments to voice my opinion on having to apply for a variance to construct two open lattice trellises as part of our backyard remodel. All of our neighbors who have similar trellises did not have to apply for a variance and incur related application costs in order to construct this kind of home improvement. Given the circumstances, I'm writing this letter to City Council requesting I be given a waiver of these fees, which are as follows:

- \$1,597.88 variance fee
- \$146.00 public hearing notification fee

Thank you for your careful consideration.

Sincerely,

  
Jay Perlmutter



## Community Development Department

## Planning Division

100 Civic Center Way

Calabasas, CA 91302

Permit No : **PL1604281**

Permit Status : Approved

Plan Check Status :

Page 1 of 1

09/02/2016

## Transaction Receipt

**Project Number** 90004608 **Activity Type:**Variance  
**Sub-Project Number** 160001710 **Entered By** :Michael Klein  
**Base Address** 3433 CORDOVA DR **Applied** :01/12/2016  
**Job Description** Request for a variance to construct two open lattice patio covers within 50 feet of a significant ridgeline. **Issued** :04/07/2016  
**Parcel Number** 2069040117 **To Expire** :

**APPLICANT** Aqua Blue Pools (805) 499-0972  
 501-I South Reno Rd. #172 Newbury Park CA 91320

**OWNER** PERLMUTTER, JAY S AND JOELLE L (818) 292-5007  
 3433 CORDOVA DR CALABASAS CA 91302

## Fees

<u>Fee Description</u>	<u>Account</u>	<u>Units</u>	<u>Fee/Units</u>	<u>Amount</u>
Variance - Residential	10-000-4110-10			\$1,127.00
Public Hearing Notification Service	10-000-4110-10	58	\$0.58	\$190.88
Scanning	10-000-4110-10			\$280.00

<u>Plan Check</u>		<u>Permit</u>		<u>Total</u>	
Fees:	\$0.00	Fees:	\$1,597.88	Fees:	\$1,597.88
Payments:	\$0.00	Payments:	\$1,597.88	Adjustments:	\$0.00
Balance Due:	\$0.00	Balance Due:	\$0.00	Payments:	\$1,597.88
				Extend Credit:	\$0.00
				Balance Due:	\$0.00

<u>Date</u>	<u>Transaction Type</u>	<u>Method</u>	<u>Check#</u>	<u>Paid By</u>	<u>Amount</u>
01/12/2016	Payment of Balance Due	creditcard	9082	Aqua Blue Pools	\$1,597.88



## Community Development Department

## Planning Division

100 Civic Center Way

Calabasas, CA 91302

Permit No : **PL1604280**

Permit Status : Submitted

Plan Check Status :

Page 1 of 1

09/02/2016

## Transaction Receipt

<b>Project Number</b>	<b>90004608</b>	<b>Activity Type:Zoning Clearance</b>
<b>Sub-Project Number</b>	<b>160001710</b>	<b>Entered By :Michael Klein</b>
<b>Base Address</b>	<b>3433 CORDOVA DR</b>	<b>Applied :01/12/2016</b>
<b>Job Description</b>	<b>Request to construct two attached open lattice patio covers.</b>	<b>Issued :</b>
<b>Parcel Number</b>	<b>2069040117</b>	<b>To Expire :</b>
<b>APPLICANT</b>	<b>Aqua Blue Pools (805) 499-0972</b>	
	<b>501-I South Reno Rd. #172 Newbury Park CA 91320</b>	
<b>OWNER</b>	<b>PERLMUTTER, JAY S AND JOELLE L (818) 292-5007</b>	
	<b>3433 CORDOVA DR CALABASAS CA 91302</b>	

## Fees

<u>Fee Description</u>	<u>Account</u>	<u>Units</u>	<u>Fee/Units</u>	<u>Amount</u>
Zoning Clearance Fee	10-000-4110-10			\$146.00

<b>Plan Check</b>		<b>Permit</b>		<b>Total</b>	
Fees:	\$0.00	Fees:	\$146.00	Fees:	\$146.00
Payments:	\$0.00	Payments:	\$146.00	Adjustments:	\$0.00
Balance Due:	\$0.00	Balance Due:	\$0.00	Payments:	\$146.00
				Extend Credit:	\$0.00
				Balance Due:	\$0.00

<u>Date</u>	<u>Transaction Type</u>	<u>Method</u>	<u>Check#</u>	<u>Paid By</u>	<u>Amount</u>
01/12/2016	Payment of Balance Due	creditcard	9082	Aqua Blue Pools	\$146.00



**CITY of CALABASAS**

**CITY COUNCIL AGENDA REPORT**

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**DATE:**           **SEPTEMBER 1, 2016**

**TO:**               **HONORABLE MAYOR AND COUNCILMEMBERS**

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

**SUBJECT:**      **UPDATE ON THE CALABASAS KLUBHOUSE PRESCHOOL PROGRAM**

**MEETING DATE:**   **SEPTEMBER 14, 2016**

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**SUMMARY RECOMMENDATION:**

It is recommended that the City Council discuss the Calabasas Klubhouse Pre School Program and provide direction to staff.

**BACKGROUND:**

On January 13, 2016 staff brought forward an update on the decline in enrollment of the Calabasas Klubhouse Pre School Program for Council to review. At that time enrollment stood at 81 students and a larger than anticipated budget deficit was trending (as depicted in the charts below). Staff touched on the Kindergarten Readiness Act of 2010 that California passed to align the age of the state's kindergartners with the rest of the nation, the expansion of the LVUSD transitional Kindergarten Preparatory Program and the increased competition in the surrounding area. After discussion, Council requested that staff return in September with an update on Klubhouse registration and finances for the upcoming year.

# City of Calabasas

## Creekside Preschool Revenue and Expenditure Analysis November 2015

	-----Year-To-Date-----			-----Year-End-----		
	<u>Budget</u>	<u>Actuals</u>	<u>Variance</u>	<u>Budget</u>	<u>Projection</u>	<u>Variance</u>
<b>REVENUE</b>						
Preschool Registration	\$346,400	\$277,844	(\$68,556)	\$880,000	\$666,827	(\$213,173)
Creekside Classes	600	0	(600)	900	300	(600)
Facility Rental	0	0	0	300	300	0
<b>TOTAL REVENUE</b>	<b>\$347,000</b>	<b>\$277,844</b>	<b>(\$69,156)</b>	<b>\$881,200</b>	<b>\$667,427</b>	<b>(\$213,773)</b>
<b>EXPENDITURES</b>						
<b>Operations &amp; Maintenance</b>						
Telephone	\$600	\$812	(\$212)	\$2,400	\$1,948	\$452
Office Supplies	3,800	2,954	846	6,500	7,089	(589)
Special Dept Sup	28,600	27,435	1,165	60,800	65,843	(5,043)
Printing	1,600	0	1,600	2,100	500	1,600
Contractual Svcs	10,100	12,662	(2,562)	20,700	30,389	(9,689)
School Programs	0	1,529	(1,529)	0	3,668	(3,668)
State Mandates	1,700	0	1,700	3,200	1,500	1,700
Advertising	0	200	(200)	0	480	(480)
Copier Supplies	0	0	0	100	100	0
Custodial Supplies	4,300	2,351	1,949	11,000	5,643	5,357
Refunds - Deposits & Overpays	100	0	100	300	0	300
<b>Total Operations &amp; Maintenance</b>	<b>\$50,800</b>	<b>\$47,942</b>	<b>\$2,858</b>	<b>\$107,100</b>	<b>\$117,160</b>	<b>(\$10,060)</b>
<b>Personnel Costs</b>						
Full Time Employees	\$344,875	\$344,875	\$0	\$827,700	\$827,700	\$0
Part Time Employees	44,250	44,250	0	106,200	106,200	0
<b>Total Personnel Costs</b>	<b>\$389,125</b>	<b>\$389,125</b>	<b>\$0</b>	<b>\$933,900</b>	<b>\$933,900</b>	<b>\$0</b>
<b>TOTAL EXPENDITURES</b>	<b>\$439,925</b>	<b>\$437,067</b>	<b>\$2,858</b>	<b>\$1,041,000</b>	<b>\$1,051,060</b>	<b>(\$10,060)</b>
Surplus / (Shortfall) - \$				(\$159,800)	(\$383,634)	
Surplus / (Shortfall) - %				-15.4%	-36.5%	

Below was the enrollment breakdown presented to Council in January by day and fees for the 81 students enrolled for the 15/16 school year:

52 Residents (64%)  
29 Non Residents (36%)

RESIDENTS	Age 18mo.-2	Age 2-2.5	Age 2.6-3	Age 3-4	Age 4-5	2-year-old Tuition	3 to 5 year-old Tuition
3 Half Days	0	0	3	1	0	\$574.00	\$547.00
3 Full Days	0	4	4	2	0	\$654.00	\$624.00
4 Half Days	0	1	0	1	2	\$631.00	\$602.00
4 Full Days	1	2	3	6	3	\$754.00	\$719.00
5 Half Days	0	1	0	0	1	\$726.00	\$692.00
5 Full Days	0	1	2	8	6	\$942.00	\$900.00
<b>TOTAL RESIDENTS:</b>	<b>1</b>	<b>9</b>	<b>12</b>	<b>18</b>	<b>12</b>		
NON RESIDENTS	Age 18mo.-2	Age 2-2.5	Age 2.6-3	Age 3-4	Age 4-5	2-year-old Tuition	3 to 5 year-old Tuition
3 Half Days	0	0	0	2	0	\$633.00	\$604.00
3 Full Days	2	0	1	1	0	\$721.00	\$688.00
4 Half Days	0	0	0	0	1	\$694.00	\$663.00
4 Full Days	2	0	0	0	1	\$831.00	\$794.00
5 Half Days	0	1	1	1	3	\$800.00	\$764.00
5 Full Days	3	0	3	2	5	\$1,039.00	\$992.00
<b>TOTAL NON-RESIDENTS:</b>	<b>7</b>	<b>1</b>	<b>5</b>	<b>6</b>	<b>10</b>		

At the March 9, 2016 City Council Meeting, staff presented several options in a power point presentation as follows:

1. Continue with the operation of the Pre School with modifications.
2. Discontinue the operation of the Pre School and run a Community Park.
3. Prepare an RFP and look for another Pre School provider to come in and lease our facility in order to operate a similar program.
4. Enter into a negotiated agreement with Viewpoint.

After several speakers and City Council discussion it was decided to continue with the operation of the Pre School, expand advertising and report back in six months.

#### DISCUSSION:

Staff is extremely pleased to report that with expanded exposure out in the community, social media, advertising and parents spreading the word about the program we have seen a dramatic increase in enrollment numbers for the 16/17 school year as shown in the chart on the proceeding page. As of August 30, 2016 there are 130 students enrolled for the new school year and a waiting list has been established (124 started at the beginning of the new school year and 6 will start in January). Out of the 130 students enrolled, 80 are Residents (62%) and 50 are Non Residents (38%).

RESIDENTS	Age 18mo.-2	Age 2.5-3	Age 3.5-4	Age 4-5	18 to 2-year-old Tuition	3 to 5 year-old Tuition
3 Half Days	7	1	2	0	\$574.00	\$547.00
3 Full Days	5	0	5	0	\$654.00	\$624.00
4 Half Days	1	1	5	2	\$631.00	\$602.00
4 Full Days	1	2	6	11	\$754.00	\$719.00
5 Half Days	2	3	3	1	\$726.00	\$692.00
5 Full Days	7	3	4	8	\$942.00	\$900.00
<b>TOTAL RESIDENTS:</b>	<b>23</b>	<b>10</b>	<b>25</b>	<b>22</b>		
NON RESIDENTS	Age 18mo.-2	Age 2.5-3	Age 3.5-4	Age 4-5	18 to 2-year-old Tuition	3 to 5 year-old Tuition
3 Half Days	1	0	2	0	\$633.00	\$604.00
3 Full Days	1	1	0	0	\$721.00	\$688.00
4 Half Days	0	1	3	4	\$694.00	\$663.00
4 Full Days	0	0	0	2	\$831.00	\$794.00
5 Half Days	1	1	3	1	\$800.00	\$764.00
5 Full Days	9	4	9	7	\$1,039.00	\$992.00
<b>TOTAL NON-RESIDENTS:</b>	<b>12</b>	<b>7</b>	<b>17</b>	<b>14</b>		

Anticipated revenue by month for the 10-month school year (September-June) is as follows:

	<u>Age Group</u>	<u>September-December</u>	<u>January-June</u>
Residents:	18-2.5	\$15,571.00	\$16,719.00
	2.5-3	\$ 7,717.00	\$ 7,717.00
	3.5-4	\$17,214.00	\$17,214.00
	4-5	<u>\$17,005.00</u>	<u>\$17,005.00</u>
		<b>\$57,507.00</b> Monthly	<b>\$58,655.00</b> Monthly
Non-Residents:	18-2.5	\$ 8,794.00	\$11,505.00
	2.5-3	\$ 5,677.00	\$ 6,371.00
	3.5-4	\$14,417.00	\$14,417.00
	4-5	<u>\$11,948.00</u>	<u>\$11,948.00</u>
		<b>\$40,836.00</b> Monthly	<b>\$44,241.00</b> Monthly
<b>MONTHLY TOTAL</b>		<b>\$98,343.00</b>	<b>\$102,896.00</b>
<b>SCHOOL YEAR TOTAL</b>		<b>\$393,372.00 + 617,376.00 = \$1,010,748.00</b>	

There are 85 Students (65%) enrolled in a full day program and 45 Students (35%) enrolled in a half-day program. For those enrolled full day, 52 are residents and 33 non-residents. For those enrolled half-day, 28 are residents and 17 non-residents.

At the City Council Meeting on August 24<sup>th</sup> the CFO presented the following Revenue and Expenditure numbers for the Klubhouse for FY 16/17:

Total Revenue: \$932,700  
Total Expenditures: \$978,500  
Shortfall: (\$45,800) or - 4.7%

With the current enrollment numbers of 130 students as noted on the previous page, revenue is trending at a higher level then previously anticipated.

**FISCAL IMPACT/SOURCE OF FUNDING:**

The total expenditures will be split between accounts in 10-135 and 10-517 based upon personnel costs and supplies and services.

The total revenue will be posted to account 10-000-445001.

**REQUESTED ACTION:**

It is requested that the City Council discuss the Calabasas Klubhouse Pre School Program and provide direction to staff.

**ATTACHMENTS:** None



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

---

**DATE: SEPTEMBER 1, 2016**

**TO: HONORABLE MAYOR AND COUNCILMEMBERS**

**FROM:  ROBERT YALDA, P.E., T.E., PUBLIC WORKS DIRECTOR  
TERRY DIPPLE, EXECUTIVE DIRECTOR, LAS VIRGENES – MALIBU  
COUNCIL OF GOVERNMENTS**

**SUBJECT: CONSIDERATION AND DISCUSSION ON CITY COUNCIL'S POSITION  
REGARDING MEASURE M**

**MEETING**

**DATE: SEPTEMBER 14, 2016**

---

**SUMMARY RECOMMENDATION:**

Staff recommends that the City Council discuss and consider a letter of support for the Measure M Tax Initiative to the Los Angeles County Metropolitan Transit Authority on behalf of the Las Virgenes – Malibu Council of Governments.

**BACKGROUND:**

The Las Virgenes – Malibu Council of Governments was a main support in securing funding from LACMTA's (Los Angeles County Metropolitan Transit Authority) Measure R for the City of Calabasas. Four (4) of the City's current Capital Improvement Projects have been/currently are being constructed to help mitigate traffic and safety issues throughout the region. The four projects are as follows:

- Lost Hills Interchange Project
- Las Virgenes Scenic Corridor Project
- Mulholland Highway Scenic Corridor Project
- Calabasas Park and Ride Project

**DISCUSSION/ANALYSIS:**

MTA currently has a new "Measure M" tax initiative that has been placed on the ballot for the upcoming November 2016 Election. Details and information regarding the new measure is provided for your review within Attachment A. The Las Virgenes – Malibu Council of Governments has created a proposed list for future projects (Attachment B) that can be funded through this measure.

**FISCAL IMPACT/SOURCE OF FUNDING:**

None

**REQUESTED ACTION:**

Staff recommends that the City Council discuss and consider a letter of support for the Measure M Tax Initiative to the Los Angeles County Metropolitan Transit Authority on behalf of the Las Virgenes – Malibu Council of Governments.

**ATTACHMENTS:** Attachment A – Facts about Measure M  
Attachment B – Listing of Proposed Projects  
Attachment C – Sample Letter of Support



# MEASURE M

## THE LOS ANGELES COUNTY TRAFFIC IMPROVEMENT PLAN

Information Guide



The Metro Board of Directors has approved placing a sales tax ballot measure, titled the **Los Angeles County Traffic Improvement Plan, on the November 8, 2016, ballot. Voters will be asked:**

*“To improve freeway traffic flow/safety; repair potholes/sidewalks; repave local streets; earthquake-retrofit bridges; synchronize signals; keep senior/disabled/student fares affordable; expand rail/subway/bus systems; improve job/school/airport connections; and create jobs; shall voters authorize a Los Angeles County Traffic Improvement Plan through a 1/2 ¢ sales tax and continue the existing 1/2 ¢ traffic relief tax until voters decide to end it, with independent audits/oversight and funds controlled locally?”*

### Why is Metro proposing Measure M?

Angelenos spend an average of 81 hours a year stuck in traffic. Currently, there are 10.2 million people living in LA County, and we are projected to grow by 2.3 million people in the next 40 years. Traffic congestion and air pollution are expected to get worse with more growth, and the measure is intended to raise money to meet those needs.

### Accountability Provisions of the Measure

Measure M includes provisions establishing an independent oversight process including a Taxpayer Oversight Committee and annual audits.

## GOALS OF MEASURE M

- **Ease traffic congestion**, improve freeway traffic flow, and reduce bottlenecks.
- **Expand rail and rapid transit system**; accelerate rail construction and build new rail lines; enhance local, regional, and express bus service; and improve system connectivity.
- **Repave local streets, repair potholes, and synchronize signals**; improve neighborhood streets and intersections, and enhance bike and pedestrian connections.
- **Make public transportation more accessible, convenient, and affordable for seniors, students, and the disabled**; and provide better mobility options for our aging population.
- **Earthquake-retrofit bridges**, and keep the transit and highway system safe and in good working condition.
- **Embrace technology and innovation**; incorporate modern technology, new advancements, and emerging innovations into the local transportation system.
- **Create jobs, reduce pollution, and generate local economic benefits**; increase personal quality time and overall quality of life.
- **Provide accountability and transparency**; protect and monitor the public's investments through independent audits and oversight.

## IMPACTS OF MEASURE M

Measure M is expected to generate an estimated **\$860 million** a year in 2017 dollars.

Based on the latest economic forecast by the Los Angeles County Economic Development Corporation, the Los Angeles County Traffic Improvement Plan would add **465,690 new jobs** across the region.

The proposed projects will be built over a 40-year period.



# MEASURE M HIGHWAY AND TRANSIT PROJECTS *(Project descriptions on back)*



## OTHER PROGRAMS *(Funding over 40 years)*



**Bus & Rail Operations**  
**\$29.9 Billion**  
 (Metro and other city bus service, such as Big Blue Bus, Long Beach Transit, Foothill Transit, etc.)



**Local Street Improvements**  
**\$22.5 Billion**  
 (Street/pothole repairs, signals, etc.)



**State of Good Repair**  
**\$2.4 Billion**  
 (Keeping the system in good working condition)



**Programs for Students, Seniors and the Disabled**  
**\$2.4 Billion**  
 (Keeping fares affordable)



**Bike & Pedestrian Connections to Transit**  
**\$2.4 Billion**  
 (Including *Safe Routes to School*)



**Regional Rail**  
**\$1.9 Billion**  
 (Metrolink)

# THE LOS ANGELES COUNTY TRAFFIC IMPROVEMENT PLAN PROJECT LIST

## HIGHWAY/STREET PROJECTS

- 2 I-5 Truck and Carpool Lane Additions: SR-14 Interchange to Lake Hughes Rd**  
Adds one truck lane and one carpool lane in each direction, while maintaining existing general purpose lanes.
- 3 SR-71 Lane Additions: I-10 to Rio Rancho Rd**  
Adds three additional miles of SR-71 general purpose lanes in each direction, providing three continuous lanes in each direction to eliminate bottlenecks and improve traffic flow in sections where only two lanes exist today.
- 4 SR-57/SR-60 Interchange Improvements**  
Two miles of freeway, on-ramp, auxiliary lane, and street widening improvements in the vicinity of Grand Av and Golden Springs Dr.
- 5 I-105 ExpressLane Additions: I-405 to I-605**  
Creates two additional ExpressLanes, totaling 16 miles, while maintaining current general purpose lanes in each direction.
- 6 Sepulveda Pass Express Bus Transit Corridor**  
Adds two ExpressLanes in each direction along the I-405 from I-10 to US-101, while maintaining current general purpose lanes, to provide express bus service connecting the San Fernando Valley to Westwood.
- 7 I-710 South Corridor Zero Emission Truck Lane Additions: Long Beach to Commerce**  
Adds two Zero-Emission truck lanes in each direction, for a total of 18 miles, while maintaining current general purpose lanes. The project includes improvements to the Shoemaker Bridge.
- 18 I-605/I-10 Interchange Improvements**  
Interchange improvements in all directions (north, south, east and west).
- 16 I-5 South Corridor Lane Additions: I-605 to I-710**  
Adds one general purpose lane and one carpool lane in each direction, for a total of seven miles. When complete, there will be a total of five general purpose lanes and one carpool lane in each direction.
- 17 I-405 South Bay Curve Bottleneck Improvements**  
Adds segments of auxiliary lanes in each direction to improve traffic flow at on-/off-ramps for ten miles from Florence Av to I-110.
- 19 I-110 ExpressLanes Extension to I-405/I-110 Interchange**  
Extends the existing I-110 ExpressLanes southward one mile to I-405, while maintaining current general purpose lanes.
- 20 SR-60/I-605 Carpool Interchange Improvements**  
Improves interchanges from I-605 Rose Hills to I-10 and SR-60 from Santa Anita to Turnbull Canyon. Includes: new auxiliary lanes, wider lanes and bridges, interchange connectors, and ramp improvements.
- 26 I-405/I-110 ExpressLane Interchange Improvements**  
Provides ramps that directly connect the ExpressLanes on the I-110 and I-405.
- 34 High Desert Multi-Purpose Corridor: SR-14 to SR-18**  
Builds the Los Angeles County portion of a new freeway and toll lanes with parallel rail/transit service and a bikeway to connect cities in the Antelope and Victor Valleys, including Palmdale and Lancaster.
- 35 Las Virgenes/Malibu Transportation Improvements**  
Various local street improvements to eliminate bottlenecks and improve traffic flow to/from adjacent freeways/major highways (i.e. 101, PCH) and connections to local communities.
- 36 North County Transportation Improvements**  
Various street improvements, including street and bridge widenings, to eliminate bottlenecks and improve traffic flow to/from adjacent freeways/highways (i.e. 138, 14) and connections to local communities. Also includes local transit projects, such as improved Metrolink Commuter Rail stations, rail crossings, and enhanced bus service.
- 37 I-605 Corridor "Hot Spot" Interchange Improvements**  
Improvements to various interchanges along the I-605 freeway to eliminate bottlenecks and improve traffic flow at on-/off-ramps from the Orange County Line to the SR-60 Freeway.

## TRANSIT PROJECTS

- 8 Airport Rail Connector and Green Line Rail Extension**  
Connects Metro Green Line Rail, Crenshaw/LAX Line Rail, and Metro and municipal bus service to the Los Angeles International Airport (LAX) via the LAX Automated People Mover.
- 9 East San Fernando Valley Transit Corridor**  
A 9.2-mile high-capacity transit project with 14 stations connecting the Orange Line Van Nuys station to the Sylmar/San Fernando Metrolink Station.
- 10 Orange Line BRT Connector to Gold Line Rail**  
A 15.3-mile Bus Rapid Transit line from North Hollywood Orange/Red Line Rail Station to the Gold Line Rail in Pasadena. The project could be converted to a rail service at a later date if ridership demand outgrows the bus rapid service capacity.
- 11 Gold Line Rail Extension: Foothill to Claremont**  
Extends Gold Line Rail 11 miles and adds five stations from Citrus College Station to the Claremont Metrolink Station; linking Glendora, San Dimas, La Verne, Pomona, and Claremont.
- 12 Purple Line Rail Subway Extension: Century City West to Westwood/VA Hospital**  
Extends Purple Line Rail Subway 2.5 miles along Wilshire Bl by two stations, from Century City West to Westwood/VA Hospital; connects the Sepulveda Pass underground via the Westwood/UCLA Station.
- 13 West Santa Ana Light Rail Corridor: Union Station to City of Artesia**  
New 20-mile light rail line from the City of Artesia to Union Station.
- 25 Orange Line BRT Improvements**  
Enables Orange Line Bus Rapid Transit buses to bypass several key intersections to improve bus speeds and passenger travel times.
- 21 Gold Line Eastside Rail Extension**  
Extends Gold Line Rail east from Atlantic Station. Two alignments are planned for construction, one along SR-60 to South El Monte and the other along Washington Bl to Whittier.
- 32 Green Line Rail Extension: Redondo Beach to Torrance Transit Center**  
Extends Green Line Rail 4.7 miles, four stations, from Redondo Beach to the Torrance Transit Center.
- 22 Vermont BRT Corridor: Hollywood Bl to 120th St**  
Adds a 12.5-mile high-capacity Bus Rapid Transit corridor from Hollywood Bl to 120th St. The project could be converted to a rail service at a later date if ridership demand outgrows the bus rapid service capacity.
- 24 Sepulveda Pass Underground Transit Corridor**  
Creates a 10-mile high-capacity transit corridor underneath the Sepulveda Pass. The project connects the San Fernando Valley to UCLA and the Westside by providing a link between the Orange Line in Van Nuys and the future-planned Purple Line Rail stop.
- 27 Crenshaw Line Rail Northern Extension to West Hollywood**  
Extends Crenshaw Line Rail north from the Expo/Crenshaw Station to the Red Line Rail Hollywood/Highland Station.
- 28 Orange Line BRT Conversion to Light Rail**  
Converts 14.5 miles of existing Orange Line busway to light rail transit, 14 stations from Warner Center to North Hollywood.
- 29 LAX BRT Connector to Santa Monica**  
Links Airport Metro Connector to Expo Line Rail via a Bus Rapid Transit corridor along Lincoln Bl. The project could be converted to a rail service at a later date if ridership demand outgrows the bus rapid service capacity.
- 30 Green Line Rail Extension to Norwalk Metrolink Station**  
Extends Metro Green Line Rail 2.8 miles from Norwalk to the Norwalk/Santa Fe Springs Metrolink Station.
- 31 Metro Rail and Express Bus Extension from Westwood to LAX Metro Connector**  
Ten-mile high-capacity transit and rail extension from Wilshire/Westwood Station to the Airport Metro Connector. Project could also add ExpressLanes along the I-405 that provides express bus service connecting Westwood to LAX.
- 33 Regional Commuter Rail (Metrolink and Amtrak) Improvements**  
Various capital improvements to enhance travel times, service reliability, and speed on Metrolink and Amtrak.

## NOT SHOWN ON MAP

### Crenshaw/LAX Light Rail Track Enhancement Project

Constructs a portion of the Crenshaw/LAX light rail line (currently under construction) adjacent to the LAX runways so it is fully underground.

### LA River Bike Path Extension: Canoga Park to Glendale

Constructs a 12-mile bike path along the LA River connecting Canoga Park to Glendale. The project will complete the LA River Bike Path between downtown Los Angeles and the San Fernando Valley.

### LA River Waterway and Bike Path: Elysian Valley to Maywood

Constructs eight-mile bike path along the LA River connecting the Elysian Valley to the City of Maywood through downtown Los Angeles. The measure will complete the LA River Bike Path between Long Beach and the Sepulveda Basin in the San Fernando Valley.

### City of San Fernando Bike Path

Creates a bike path to run along the Pacoima Wash.

### Historic Downtown Streetcar

Builds a 3.8-mile streetcar along existing traffic lanes from 1st St to 11th St in downtown Los Angeles.

### North San Fernando Valley BRT Improvements

Builds a Bus Rapid Transit, route to be determined, serving the North San Fernando Valley.

### Arroyo Verdugo Transportation Improvements

Various local street improvements to eliminate bottlenecks and improve traffic flow to/from adjacent freeways/major highways (i.e. SR-2, SR-134) and connections to local communities.

### South Bay Transportation Improvements

Various local street improvements to eliminate bottlenecks and improve traffic flow to/from adjacent freeways/major highways (i.e. 405, 110, PCH) and connections to local communities.

## COG Future Subregional Transportation Priorities\*

### Approved August 2015

\*Note: Although the priorities lists for each city vary in the total amount, the COG has agreed any new funding would be allocated per capita, as done with Measure R Highway Funds. Thus, assuring each city will receive its fair share of funds.

#### Agoura Hills

#### Cost Estimate

Palo Comado Interchange	16,500,000
Regional Transit Center	12,000,000
Kanan Road Overpass Expansion	30,000,000
Roadside Drive Widening	20,000,000
Kanan/Agoura Road Intersection	<u>5,000,000</u>
	<b>\$83,500,000</b>

#### Calabasas

Mulholland Highway Shoulder Safety Improvement	17,000,000
Las Virgenes Road Shoulder Safety Improvement	6,200,000
Reconstruct Malibu Hills Road	2,900,000
Sig Sync & Adaptive Timing Upgrade Calabasas Road & Mulholland Hwy	910,000
Calabasas Bicycle Master Plan Projects	<u>4,000,000</u>
	<b>\$31,010,000</b>

#### Hidden Hills

No projects are anticipated at this time.

#### Malibu

Signal Sync Phase 2 – Paradise Cove to Trancas Canyon Road	3,500,000
Malibu Canyon Road Regional Connector Widening	2,500,000
PCH West Multi-Modal Medians, Roadway and Shoulder Improvements	5,000,000
PCH East Multi-Modal Medians, Roadway and Shoulder Improvements	<u>3,325,000</u>
	<b>\$14,325,000</b>

<u>Westlake Village</u>	<u>Cost Estimate</u>
Sidewalk Improvements	8,000,000
Signal Sync	1,000,000
Business Park Area Improvements	20,000,000
Class 2 Bike Lanes in Business Park Area	5,500,000
NB Onramp at Lakeview Canyon Road	8,000,000
State of Good Repair Safety Projects (bridges, guardrails, sidewalks, etc.)	15,000,000
Traffic Signal Improvements: real time signal control/incident management	2,000,000
Regional Green Streets Program (runoff/stormwater improvements)	10,000,000
Regional TDM Programs to Reduce Trips	2,000,000
Electric Vehicle Charging Stations in public parking structures	<u>1,000,000</u>
	\$72,500,000

Agoura Hills, Malibu, Westlake Village

Regional Parking Structures – near key activity/transit centers in Agoura Hills, Malibu and Westlake Village	30,000,000
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Los Angeles County

Las Virgenes Road/Malibu Canyon Road intersection improvements	1,500,000
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ITEM 6 ATTACHMENT C  
SAMPLE LETTER OF SUPPORT FOR MEASURE M

Phil Washington  
Chief Executive Officer  
Los Angeles County Metropolitan Transportation Authority  
One Gateway Plaza  
Los Angeles, CA 90012

RE: SUPPORT FOR MEASURE M

Dear Mr. Washington:

The City of \_\_\_\_\_ is pleased to support the Los Angeles County Traffic Improvement Plan that is now designated as Measure M on the November 2016 general election ballot.

The City and the Las Virgenes-Malibu Council of Governments (COG) is generally supportive of funding for local investment in highway projects, transportation projects, and safety improvements. Specifically, the City recognizes and appreciates its partnership with the COG and Metro to fund priority projects in the City and Subregion and Measure M will provide additional funding for these projects. In addition, Measure M provides for accountability and transparency through ongoing monitoring of the public's investment through regular financial audits and comprehensive program review every ten years.

If you have any questions or require further information, please do not hesitate to contact \_\_\_\_\_

Sincerely,

\_\_\_\_\_  
Mayor



*CITY of CALABASAS*

CITY COUNCIL AGENDA REPORT

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**DATE:** SEPTEMBER 1, 2016

**TO:** HONORABLE MAYOR AND COUNCILMEMBERS

**FROM:** JAMES JORDAN, DIRECTOR OF PUBLIC SAFETY

**SUBJECT:** INTRODUCTION OF ORDINANCE NO. 2016-338 TO REPEAL OF TITLE 13 PUBLIC PEACE, MORALS AND WELFARE OF THE LOS ANGELES COUNTY CODE, AS ADOPTED BY THE CITY OF CALABASAS AND ADDITION OF NEW CHAPTERS TO TITLE 9 OF THE CALABASAS MUNICIPAL CODE RELATED TO THE PUBLIC PEACE AND WELFARE, INCORPORATING THE TEXT, AS AMENDED, OF CERTAIN CHAPTERS OF TITLE 13 PUBLIC PEACE AND WELFARE OF THE LOS ANGELES COUNTY CODE.

**MEETING**

**DATE:** SEPTEMBER 14, 2016

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**SUMMARY RECOMMENDATION:**

The Public Safety Commission (PSC) recommends introducing an Ordinance 2016-338 repealing Los Angeles County Code (LACC) Title 13 as previously adopted by reference by the City of Calabasas and adding new chapters to Title 9 of the Calabasas Municipal Code, incorporating and modifying certain sections from LACC Title 13 related to the Public Peace and Welfare.

**BACKGROUND:**

The City of Calabasas adopted the Los Angeles County Code(LACC) by reference on April 5, 1991. LACC Title 13 has not been reviewed since 1994. The PSC was tasked to review LACC Title 13 to determine if any sections should be repealed or

modified. The PSC reviewed Title 13 and, with input from the Sheriff's Department, made recommendations for repealing and modifying certain sections. Sections recommended for repeal are not applicable to the City, or the Calabasas Municipal Code has similar language covering the chapter. Other sections were modified to conform with current Calabasas Municipal Code chapters.

**DISCUSSION/ANALYSIS**

Since City incorporation, and its adoption by reference, Title 13 has been part of the Calabasas Municipal Code, but was not codified with the remainder of the Calabasas Municipal Code. A review by the Public Safety Commission found many chapters of Title 13 not applicable to the City. Those chapters are recommended for repeal. Other chapters required modifications prior to codification in Title 9 of the Calabasas Municipal Code. This action will repeal non-applicable chapters and codify the others into the Calabasas Municipal Code, added as new chapters to the existing Title 9.

**FISCAL IMPACT/SOURCE OF FUNDING:**

None

**REQUESTED ACTION:**

It is requested that the City Council introduce ordinance 2016-338 that repeals and modifies certain sections of Los Angeles Code Title 13 and adds Chapter 9.09 to the Calabasas Municipal Code.

**ATTACHMENTS:**

- A- Ordinance 2016-338
- B- LACC Title 13 strikeout/underline
- C- LACC Title 13 adoption chart
- D- Proposed additions to CMC Title 9

**ITEM 7 ATTACHMENT A  
ORDINANCE NO. 2016-338**

**AN ORDINANCE OF THE CITY OF CALABASAS,  
CALIFORNIA REPEALING TITLE 13 OF THE LOS ANGELES  
COUNTY CODE AS ADOPTED BY REFERENCE BY THE CITY  
COUNCIL OF THE CITY OF CALABASAS ON APRIL 5, 1991  
AND ADDING NEW CHAPTERS TO TITLE 9 OF THE  
CALABASAS MUNICIPAL CODE INCORPORATING THE  
TEXT, AS AMENDED, OF CERTAIN SECTIONS OF TITLE 13  
OF THE LOS ANGELES COUNTY CODE RELATED TO THE  
PUBLIC PEACE AND WELFARE.**

**WHEREAS**, The City of Calabasas adopted by reference the Los Angeles County Code as the Ordinances of the City of Calabasas on April 5, 1991; and

**WHEREAS**, upon review of Title 13 of the Los Angeles County Code it was determined by staff that certain chapters, referenced below (Chapters 13.05, 13.07, 13.10, 13.15, 13.17, 13.21, 13.41, 13.44, 13.48, 13.52, 13.54, 13.55, 13.57, 1.59, 13.63, 13.66, 13.67, 13.70, 13.80, and 13.90), are not applicable for the City of Calabasas Municipal Code and should therefore be repealed; and

**WHEREAS**, Title 13 of the Los Angeles County Code entitled Public Peace, Morals and Welfare, Division 1 entitled Offenses by or against Public Officers and Government contains Chapter 13.05 Burglar and Robbery Alarms; Chapter 13.07 Distribution of Funds from Forfeitures and Seizures; Chapter 13.10 Official Radio Broadcast Receivers; Chapter 13.15 Prohibited Acts of Solicitation; and

**WHEREAS**, Title 13 of the Los Angeles County Code entitled Public Peace, Morals and Welfare, Division 3 entitled Offenses against Public Decency contains Chapter 13.17 Pornography and Obscene Matter Defined; Chapter 13.21 Violent Sex Acts and Sex Abuse; and

**WHEREAS**, Title 13 of the Los Angeles County Code entitled Public Peace, Morals and Welfare, Division 4 entitled Offenses against Public Peace contains Chapter 13.41 Charging Admission to Parties; Chapter 13.44 Loitering by Criminal Street Gangs; and

**WHEREAS**, Title 13 of the Los Angeles County Code entitled Public Peace, Morals and Welfare, Division 6 entitled Consumer Protection contains Chapter 13.48 Destroying Food Products; Chapter 13.52 Solicitation of Claims; Chapter 13.54 Reporting Sale of Unregulated Chemicals; Chapter 13.55 Imitation Controlled Substances; and

**WHEREAS**, Title 13 of the Los Angeles County Code entitled Public Peace, Morals and Welfare, Division 7 entitled Offenses by or against Minors contains Chapter 13.57 Daytime Restrictions for Minors; Chapter 13.59 Registered Sex Offenders; and

**WHEREAS**, Title 13 of the Los Angeles County Code entitled Public Peace, Morals and Welfare, Division 8 entitled Weapons contains Chapter 13.63 Threats with Replica Knives; Chapter 13.66 Firearms, Bows and Arrows; Chapter 13.67 Prohibit Sale of Firearms and Ammunition; and

**WHEREAS**, Title 13 of the Los Angeles County Code entitled Public Peace, Morals and Welfare, Division 9 entitled Discrimination against Persons with AIDS or AIDS RELATED CONDITIONS contains Chapter 13.70 Prohibited Discriminatory Practices; and

**WHEREAS**, Title 13 of the Los Angeles County Code entitled Public Peace, Morals and Welfare, Division 10 entitled Motor Vehicle Seizure and Forfeiture contains Chapter 13.80 Illegal Dumping; and

**WHEREAS**, Title 13 of the Los Angeles County Code entitled Public Peace, Morals and Welfare, Division 11 entitled Counterfeit Goods Nuisance Abatement contains Chapter 13.90 Counterfeit Goods Nuisance Abatement Law; and

**WHEREAS**, upon review of Title 13 of the Los Angeles County Code it was determined by staff that certain chapters, referenced below (Chapters 13.61, 13.18, 13.20, 13.22, 13.26, 13.28, 13.34, 13.38, 13.40, 13.42, 13.43, 13.45, 13.46, 13.56, 13.58, 13.62, 13.64, 13.81, and 13.82) are not applicable as previously adopted by reference for the City of Calabasas Municipal Code, but would be beneficial for the City to adopted with modifications, and should therefore be added as new chapters to Title 9 of the Calabasas Municipal Code, as modified from the original text in Title 13 of the Los Angeles County Code; and

**WHEREAS**, Title 13 of the Los Angeles County Code entitled Public Peace, Morals and Welfare, Division 3 entitled Offenses against Public Decency contains Chapter 13.16 Soliciting on County Property; Chapter 13.18 Alcoholic Beverages; Chapter 13.20 Gambling and Related Activities; Chapter 13.22 Nude Performers and Waiters; Chapter 13.26 Public Restrooms; Chapter 13.28 Use of White Canes for Blind Persons; Chapter 13.34 Lookouts for Criminal Activities; and

**WHEREAS**, Title 13 of the Los Angeles County Code entitled Public Peace, Morals and Welfare, Division 4 entitled Offenses against Public Peace contains Chapter 13.38 Littering, Loitering and Other Obstructions; Chapter 13.40 Noisy Street Hawking and Advertising; Chapter 13.42 Recovery of Costs Related to Unlawful Assemblies and Disturbances of the Peace; Chapter 13.43 Picketing Private Residences; Chapter 13.45 Loud, Unnecessary and Unusual Noise; Chapter 13.46 Spectators at Illegal Motor Vehicle Speed Contests and Exhibitions of Speed; and

**WHEREAS**, Title 13 of the Los Angeles County Code entitled Public Peace, Morals and Welfare, Division 7 entitled Offenses by or against Minors contains Chapter 13.56 Curfew for Minors; Chapter 13.58 Sale of Knives to Minors; and

**WHEREAS**, Title 13 of the Los Angeles County Code entitled Public Peace, Morals and Welfare, Division 8 entitled Weapons contains Chapter 13.62 Carrying Knives in Plain View; Chapter 13.64 Weapon-like Equipment at Public Assemblies; and

**WHEREAS**, Title 13 of the Los Angeles County Code entitled Public Peace, Morals and Welfare, Division 10 entitled Motor Vehicle Seizure and Forfeiture contains Chapter 13.81 Theft of Water; Chapter 13. 82 Street Racing-Motor Vehicle Seizure and Forfeiture; and

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

**SECTION 1.** Findings. The recitals above are true and correct and incorporated herein by reference.

**SECTION 2.** Repealed of Certain Chapters of Los Angeles County Code, Title 13, Public Pease, Morals, and Welfare

The following Chapters of the Los Angeles County Code, Title 13, Public Peace, Morals and Welfare as previously adopted by reference by the City of Calabasas shall be repealed.

<u>Title</u>	<u>Chapter</u>	<u>Subject</u>
13	13.05	Burglar and Robbery Alarms
13	13.07	Distribution of Funds from Forfeitures and Seizures
13	13.10	Official Radio Broadcast Receivers
13	13.15	Prohibited Acts of Solicitation
13	13.17	Pornography and Obscene Matter
13	13.21	Violent Sex Acts and Sex Abuse
13	13.41	Charging Admission to Parties
13	13.44	Loitering by Criminal Street Gangs
13	13.48	Destroying Food Products
13	13.52	Solicitation of Claims
13	13.54	Reporting Sale of Unregulated Chemicals
13	13.55	Imitation Controlled Substances
13	13.57	Daytime Restrictions for Minors
13	13.59	Registered Sex Offenders
13	13.63	Threats with Replica Firearms
13	13.66	Firearms, Bows and Arrows
13	13.67	Prohibition on the Sale of Firearms and Ammunition on County Property
13	13.70	Prohibited Discriminatory Practices
13	13.80	Illegal Dumping
13	13.90	Counterfeit Goods Nuisance Abatement Law

**SECTION 3.** Code Amendment Adding New Chapters to Title 9 of the Calabasas Municipal Code Incorporating the text, as amended, of Certain Sections of Title 13 of the Los Angeles County Code Related to the Public Peace and Welfare

The following Chapters of the Los Angeles County Code, Title 13, Public Peace, Morals and Welfare as previously adopted by reference by the City of Calabasas shall be modified as shown in Exhibit A to this Ordinance, which is incorporated by reference as if set forth herein in full, and shall be added as new Chapters to Title 9 of the Calabasas Municipal Code, as shown in Exhibit B to this Ordinance, which is incorporated by reference as if set forth herein in full.

<u>New</u> <u>CMC Chapter</u>	<u>Old</u> <u>LACC Chapter</u>	<u>Subject</u>
9.17	13.16	Soliciting on County Property
9.18	13.18	Alcoholic Beverages
9.19	13.20	Gambling and Related Activities
9.20	13.22	Nude Performers and Waiters
9.21	13.26	Public Restrooms
9.22	13.28	Use of White Canes for Blind Persons
9.23	13.34	Lookouts for Criminal Activities
9.24	13.38	Littering, Loitering and Other Obstructions
9.25	13.40	Noisy Street Hawking and Advertising
9.26	13.42	Recovery of Costs Related to Unlawful Assemblies and Disturbing the Peace
9.27	13.43	Picketing Private Residences
9.28	13.45	Loud, Unnecessary and Unusual Noise
9.29	13.46	Spectators at Illegal Motor Vehicle Speed Contests and Exhibitions of Speed
9.30	13.56	Curfew for Minors
9.31	13.58	Sale of Knives to Minors
9.32	13.62	Carrying Knives in Plainview
9.33	13.64	Weapon-like Equipment at Public Assemblies
9.34	13.81	Theft of Water
9.35	13.82	Street Racing-Motor Vehicle Seizure and Forfeiture

**SECTION 4.** Severability Clause:

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

**SECTION 5.** California Environmental Quality Act

The City Council has considered all of the evidence in the record, including the staff reports, the testimony received during public comment on the matter, and hereby determines that that this ordinance is exempt from the California Environmental Quality Act review under Title 14, section 15061(b)(3) as there is no potential for causing a significant effect on the environment . Furthermore, this ordinance will not cause a direct or indirect physical change to the environment and is therefore exempt pursuant to Title 14, Section 15378(b)(2) and (3) of the California Code of Regulations.

**SECTION 6.** Effective Date:

This Ordinance shall take effect 30 days after its passage and adoption pursuant to California Government Code Section 36937 and shall supersede any conflicting provision of any City of Calabasas ordinance.

**SECTION 7.** Certification:

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

**PASSED, APPROVED AND ADOPTED** this \_\_\_\_ day of September, 2016.

\_\_\_\_\_  
James R. Bozajian, Mayor

ATTEST:

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

APPROVED AS TO FORM:

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

## **Title 13 - PUBLIC PEACE, MORALS AND WELFARE**

### **Divisions:**

~~Division 1 - OFFENSES BY OR AGAINST PUBLIC OFFICERS AND GOVERNMENT~~

~~Division 2 - OFFENSES AGAINST THE PERSON(Reserved)~~

~~Division 3 - OFFENSES AGAINST PUBLIC DECENCY~~

~~Division 4 - OFFENSES AGAINST PUBLIC PEACE~~

~~Division 5 - OFFENSES AGAINST PROPERTY(Reserved)~~

~~Division 6 - CONSUMER PROTECTION~~

~~Division 7 - OFFENSES BY OR AGAINST MINORS~~

~~Division 8 - WEAPONS~~

~~Division 9 - DISCRIMINATION AGAINST PERSONS WITH AIDS OR AIDS RELATED CONDITIONS~~

~~Division 10 - MOTOR VEHICLE SEIZURE AND FORFEITURE~~

~~Division 11 - COUNTERFEIT GOODS NUISANCE ABATEMENT~~

Title 13 - PUBLIC PEACE, MORALS AND WELFARE

Division 1 - OFFENSES BY OR AGAINST PUBLIC OFFICERS AND GOVERNMENT

**Division 1 - OFFENSES BY OR AGAINST PUBLIC OFFICERS AND GOVERNMENT**

**Chapters:**

~~Chapter 13.05 - BURGLAR AND ROBBERY ALARMS~~

~~Chapter 13.07 - DISTRIBUTION OF FUNDS FROM FORFEITURES AND SEIZURES~~

~~Chapter 13.10 - OFFICIAL RADIO BROADCAST RECEIVERS~~

~~Chapter 13.12 - GRAFFITI PREVENTION, PROHIBITION AND REMOVAL~~

~~Chapter 13.14 - INTERFERENCE WITH AIRPORT OPERATIONS~~

~~Chapter 13.15 - PROHIBITED ACTS OF SOLICITATION~~

~~Chapter 13.16 - SOLICITING ON COUNTY PROPERTY~~

Title 13 - PUBLIC PEACE, MORALS AND WELFARE  
Division 1 - OFFENSES BY OR AGAINST PUBLIC OFFICERS AND GOVERNMENT

Chapter 13.05 - BURGLAR AND ROBBERY ALARMS

**Chapter 13.05 - BURGLAR AND ROBBERY ALARMS**

**Sections:**

~~13.05.010 - Title for citation.~~

~~13.05.020 - Findings.~~

~~13.05.030 - Definitions.~~

~~13.05.040 - Audible alarms - Identification of owner - Operation.~~

~~13.05.050 - Direct-dial telephone devices prohibited when.~~

~~13.05.060 - False alarm - Prohibited - Exception.~~

~~13.05.070 - False alarms - Owner responsibility.~~

~~13.05.080 - Maintaining a public nuisance alarm.~~

~~13.05.090 - Exemptions from applicability.~~

~~13.05.100 - Violation - Deemed infraction - Penalty.~~

~~13.05.110 - Violation - Corrective action - Nuisance alarms - Prosecution.~~

~~13.05.120 - Severability.~~

**13.05.010 - Title for citation.**

~~The ordinance codified in this chapter shall be known and may be cited as the "county burglar and robbery alarm ordinance."~~

~~(Ord. 11821 § 2 (Art. 1 § 101), 1978.)~~

**13.05.020 - Findings.**

~~The board of supervisors of the county of Los Angeles finds:~~

- ~~A. The majority of burglar and holdup alarms to which law enforcement responds are false. Such false alarms result in an enormous waste of manpower; and that there are such a large percentage of false alarms as may lull law enforcement officers into a sense of false security. In responding to an alarm, they will probably assume it is a false alarm and may be wounded or killed by criminals at the location.~~
- ~~B. Alarm systems which automatically and directly dial any emergency phone number are very prone to be activated by current failures or other events having no connection with criminal activity and tie-up such emergency phones making them unavailable to receive genuine emergency calls.~~
- ~~C. The danger to citizens through emergency response created by false alarms is unnecessary and hazardous.~~
- ~~D. The unnecessary waste of tax dollars through responses to false alarms must be eliminated.~~
- ~~E. False burglar and holdup alarms have created conditions causing danger and annoyance to the general public.~~

Title 13 - PUBLIC PEACE, MORALS AND WELFARE  
Division 1 - OFFENSES BY OR AGAINST PUBLIC OFFICERS AND GOVERNMENT

Chapter 13.05 - BURGLAR AND ROBBERY ALARMS

(Ord. 11821 § 2 (Art. 2 § 201), 1978.)

**13.05.030 - Definitions.**

As used in this chapter, the words hereinafter defined are used as so defined unless it is apparent from the context that a different meaning is intended.

- A. "Alarm owner" means the person who owns, leases, rents, uses or makes available for use by his agents, employees, representatives or family, any alarm system.
- B. "Alarm system" means any device, whether known as a burglary, robbery or intrusion alarm, direct-dial telephone device, audible or silent alarm, or by any other name, which is used for the detection of an unauthorized entry into a building, structure or facility, or to signal the commission of an unlawful act. It shall include those devices which emit a signal within the protected premises only, are supervised by the proprietor of the premises where located, and are otherwise known as "proprietary alarm systems." Auxiliary devices installed by a telephone company to protect telephone company systems which might be damaged or disrupted by the use of an alarm system are not included in this definition.
- C. "Audible alarm" means a device designed to notify persons in the immediate vicinity of a protected premises, by emission of an audible sound, of an unauthorized entry on the premises or of the commission of an unlawful act.
- D. "Direct dial device" means a device which is connected to a telephone line and upon activation of an alarm system, automatically dials a predetermined telephone number and transmits a message or signal indicating a need for emergency response.
- E. "False alarm" means an alarm signal activated by causes other than the commission or attempted commission of an unlawful act which the alarm system is designed to detect. An alarm signal activated by violent conditions of nature or other extraordinary circumstances not subject to the control of the alarm owner shall not constitute a false alarm.

(Ord. 11821 § 2 (Art. 3 §§ 301-306), 1978.)

**13.05.040 - Audible alarms - Identification of owner - Operation.**

For every audible alarm, the alarm owner thereof shall post the names and telephone numbers of persons to be notified to render repairs or service during any hour of the day or night during which the audible alarm is operated. An audible alarm shall terminate its operation or the audible alarm shall automatically reset within 30 minutes of its being activated.

(Ord. 11821 § 2 (Art. 4 § 402), 1978.)

**13.05.050 - Direct dial telephone devices prohibited when.**

No person shall use any alarm system which is equipped with a direct dial device, and which when activated, automatically dials any telephone number in any office of the sheriff.

(Ord. 11821 § 2 (Art. 4 § 401), 1978.)

**13.05.060 - False alarm - Prohibited - Exception.**

- A. A person shall not knowingly turn in a false alarm. This section does not prohibit a test of an alarm system as permitted in advance by the sheriff.

Title 13 - PUBLIC PEACE, MORALS AND WELFARE  
Division 1 - OFFENSES BY OR AGAINST PUBLIC OFFICERS AND GOVERNMENT

Chapter 13.05 - BURGLAR AND ROBBERY ALARMS

~~B. Violation of this section is a misdemeanor punishable by a fine not to exceed \$500.00, or by imprisonment in the County Jail for a period not to exceed six months.~~

~~(Ord. 83-0066 § 87, 1983; Ord. 11821 § 2 (Art. 4 § 403), 1978.)~~

**13.05.070 - False alarms—Owner responsibility.**

~~After any false alarm, the alarm owner shall, upon request by the sheriff, submit a written report to the sheriff describing actions taken or to be taken to eliminate the cause of the false alarms. This report shall be submitted within 10 days of the date of request by the sheriff.~~

~~(Ord. 11821 § 2 (Art. 4 § 404), 1978.)~~

**13.05.080 - Maintaining a public nuisance alarm.**

~~An alarm owner shall not operate an alarm system which generates more than three false alarms in any 12-month period.~~

~~(Ord. 11821 § 2 (Art. 4 § 405), 1978.)~~

**13.05.090 - Exemptions from applicability.**

~~The provisions of Sections 13.05.040 through 13.05.080 are not applicable to audible alarms affixed to motor vehicles or to a public telephone utility whose only duty is to furnish telephone service pursuant to tariffs on file with California Public Utilities Commission.~~

~~(Ord. 11821 § 2 (Art. 4 § 406), 1978.)~~

**13.05.100 - Violation—Deemed infraction—Penalty.**

~~Any person violating any of the provisions of this chapter other than Section 13.05.060 is guilty of an infraction, which is punishable by a fine not exceeding \$250.00.~~

~~(Ord. 83-0066 § 88, 1983; Ord. 11821 § 2 (Art. 5 § 501), 1978.)~~

**13.05.110 - Violation—Corrective action—Nuisance alarms—Prosecution.**

~~Violations of this chapter may be prosecuted in the same manner as any other infraction. However, upon the first violation of Section 13.05.080, the sheriff shall serve a written notice on the violator describing the violation and specifying that the causes of the violation shall be corrected within 10 days of the date of service of the written notice. No further action shall be taken, provided that the sheriff determines that the causes of the violation have been removed or fully corrected within the time period specified in this section.~~

~~(Ord. 83-0066 § 88, 1983; Ord. 11821 § 2 (Art. 5 § 502), 1978.)~~

**13.05.120 - Severability.**

~~If any provision or clause of the ordinance codified in this chapter, or application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of the~~

Title 13 - PUBLIC PEACE, MORALS AND WELFARE  
Division 1 - OFFENSES BY OR AGAINST PUBLIC OFFICERS AND GOVERNMENT

~~Chapter 13.05 - BURGLAR AND ROBBERY ALARMS~~

~~ordinance which can be given effect without the invalid provision or application, and to this end the provisions of the ordinance are declared to be severable.~~

~~(Ord. 11821 § 2 (Art. 5 § 503), 1978.)~~

Title 13 - PUBLIC PEACE, MORALS AND WELFARE  
Division 1 - OFFENSES BY OR AGAINST PUBLIC OFFICERS AND GOVERNMENT

~~Chapter 13.07 - DISTRIBUTION OF FUNDS FROM FORFEITURES AND SEIZURES~~

**~~Chapter 13.07 - DISTRIBUTION OF FUNDS FROM FORFEITURES AND SEIZURES~~**

**~~Sections:~~**

~~13.07.010 - Operability of Health and Safety Code Section 11509.~~

~~13.07.020 - Authority - Allocation of forfeited funds.~~

~~13.07.030 - Eligible organization defined.~~

~~13.07.040 - Claims.~~

~~13.07.050 - District attorney - Guidelines for distributing funds.~~

~~13.07.060 - District attorney - Report to board of supervisors.~~

~~13.07.070 - Effective date.~~

**~~13.07.010 - Operability of Health and Safety Code Section 11509.~~**

~~The provisions of Health and Safety Code Section 11509 shall be operative within the county.~~

~~(Ord. 87-0082 § 1 (part), 1987.)~~

**~~13.07.020 - Authority - Allocation of forfeited funds.~~**

~~The forfeited funds subject to distribution pursuant to Section 11489(b)(2)(D) of the Health and Safety Code and which are derived by the county from seizures and forfeitures made pursuant to Article 8 of the Health and Safety Code (commencing with Section 11470), and which have occurred as a result of information provided to law enforcement agencies by nonprofit organizations established for the purpose of aiding those seizures and forfeitures, shall be allocated to eligible organizations in accordance with the provisions of this chapter.~~

~~(Ord. 87-0082 § 1 (part), 1987.)~~

**~~13.07.030 - Eligible organization defined.~~**

~~"Eligible organization," for the purposes of this chapter, means: (1) an organization whose primary purpose is to aid state and local law enforcement agencies in conducting criminal investigations by directly relaying information concerning criminal activity to such law enforcement agencies, and (2) such organization has qualified as exempt from state and federal taxation under the Non-Profit Public Benefit Corporation Laws of the state of California and Section 501(c)(3) of the Internal Revenue Code.~~

~~(Ord. 87-0082 § 1 (part), 1987.)~~

**~~13.07.040 - Claims.~~**

~~All claims for forfeited funds initiated pursuant to this chapter shall be submitted to the district attorney. Such claims shall be accompanied by a written declaration under oath, prepared by the investigating officer of the law enforcement agency seizing such funds, verifying that:~~

- ~~1. The information provided by the claimant organization was specific and factual;~~

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- ~~2. The information provided was received and utilized by the law enforcement agency; and~~
- ~~3. The receipt of such information resulted in the seizure of the forfeited funds for which the claim is made.~~

~~(Ord. 87-0082 § 1 (part), 1987.)~~

**~~13.07.050 - District attorney - Guidelines for distributing funds.~~**

- ~~A. The district attorney shall allocate and distribute forfeited funds as he/she determines in accordance with the provisions of this chapter, except that:
  - ~~1. No allocation shall be made to an organization other than an eligible organization as defined in this chapter;~~
  - ~~2. No forfeited funds shall be distributed pursuant to this chapter until:
    - ~~a. The superior court issues an order of forfeiture and judgment of such funds in a judicial proceedings, or~~
    - ~~b. The Attorney General of California or the district attorney issues a written declaration of forfeiture of such funds in an administrative forfeiture proceeding permitted by statute;~~~~
  - ~~3. If two or more organizations provide information to a law enforcement agency, and such information is utilized by the law enforcement agency to obtain an order of forfeiture or a declaration of forfeiture, the forfeited funds available for distribution shall be divided equally among all eligible organizations making a claim under such order or declaration.~~~~
- ~~B. The district attorney may adopt such additional rules and regulations as may be necessary to establish guidelines for the processing of forfeiture claims, provided such rules and regulations are consistent with the provisions of this chapter.~~

~~(Ord. 88-0020 § 6, 1988; Ord. 87-0082 § 1 (part), 1987.)~~

**~~13.07.060 - District attorney - Report to board of supervisors.~~**

~~The district attorney shall report to the board of supervisors at least quarterly the name and address of each nonprofit organization which receives an allocation under this chapter and the amount given to the organization.~~

~~(Ord. 87-0082 § 1 (part), 1987.)~~

**~~13.07.070 - Effective date.~~**

~~The provisions of this chapter shall be applicable to the distribution and allocation of revenues received by the county subsequent to the effective date of this chapter.~~

~~(Ord. 87-0082 § 1 (part), 1987.)~~

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~~Chapter 13.10 - OFFICIAL RADIO BROADCAST RECEIVERS~~

~~Chapter 13.10 - OFFICIAL RADIO BROADCAST RECEIVERS<sup>7</sup>~~

~~Sections:~~

~~13.10.010 - Shortwave radio receiver defined.~~

~~13.10.020 - Installing or using shortwave radios in vehicles prohibited without permit.~~

~~13.10.030 - Permit - Issued by forester and fire warden - Conditions.~~

~~13.10.040 - Permit - Issued by sheriff - Conditions.~~

~~13.10.050 - Exemptions from permit requirements.~~

~~13.10.060 - Using communications for financial benefit deemed infraction.~~

~~13.10.070 - Violation - Penalty.~~

~~13.10.080 - Severability.~~

~~13.10.010 - Shortwave radio receiver defined.~~

~~As used in this chapter, "shortwave radio receiver" means and includes any radio receiver or other device capable of receiving messages or communications transmitted on any radio transmission station operating on a frequency between 1600 kilocycles and 2500 kilocycles, or on a frequency between 30 megacycles and 40 megacycles, or between 150 megacycles and 160 megacycles.~~

~~(Ord. 5462 § 1, 1950; Ord. 4322 § 1, 1944.)~~

~~13.10.020 - Installing or using shortwave radios in vehicles prohibited without permit.~~

~~Except as provided in Section 13.20.050 of this chapter, every person who, without obtaining a permit from the sheriff or from the forester and fire warden authorizing him to do so, equips any vehicle with, or operates any vehicle equipped with, a shortwave radio receiver, is guilty of an infraction.~~

~~(Ord. 83-0066 § 90, 1983; Ord. 5462 § 2, 1950; Ord. 4322 § 2, 1944.)~~

~~13.10.030 - Permit - Issued by forester and fire warden - Conditions.~~

~~The forester and fire warden may issue permits for equipment of vehicles with shortwave radio receivers which can receive messages broadcast by the forester and fire warden, and for the operation of vehicles so equipped in accordance with the terms and conditions prescribed by him, if he finds as a fact that the operation of such vehicle so equipped will be of material aid to the forester and fire warden in the performance of his duties.~~

~~(Ord. 5462 § 3, 1950; Ord. 4322 § 2.5, 1944.)~~

~~13.10.040 - Permit - Issued by sheriff - Conditions.~~

~~The sheriff may issue permits for equipment of vehicles with shortwave radio receivers other than those described in Section 13.20.030 of this chapter, and for the operation of vehicles so equipped in accordance with the terms and conditions prescribed by him, if he finds as a fact that the operation of~~

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~~such vehicle so equipped will be of material aid to the sheriff in the enforcement of the laws of the state or the ordinances of this county.~~

~~(Ord. 5462 § 4, 1950; Ord. 4322 § 3, 1944.)~~

**~~13.10.050 - Exemptions from permit requirements.~~**

~~The provisions of Section 13.10.020 of this chapter do not apply to:~~

- ~~A. A vehicle owned or operated by the United States, the state of California, any county, city and county, or municipality of this state, or any subdivision, agency or instrumentality of the foregoing if the department head or other governmental officer in responsible control over the operation of such vehicle has expressly ordered, authorized or approved the use of a shortwave radio receiver therein;~~
- ~~B. Any vehicle owned or operated by a person or association of persons licensed by the Federal Communications Commission to operate a fixed or mobile shortwave transmission station, one of the authorized purposes of which is to communicate by radio with such vehicle or with other vehicles owned or operated by such person or association. The owner of such vehicle coming within the foregoing exemption shall inform the sheriff of such use and give him the license number of the vehicle. Failure to do so is a misdemeanor;~~
- ~~C. Mobile telephone equipment for use in conjunction with communication service furnished by public utilities under the jurisdiction of the Public Utilities Commission of the state of California or the Federal Communications Commission.~~

~~(Ord. 4861 § 1, 1947; Ord. 4322 § 4, 1942.)~~

**~~13.10.060 - Using communications for financial benefit deemed infraction.~~**

~~Every person who intercepts, overhears or receives any message or communication transmitted by any radio transmission station operating upon a wavelength or radio frequency assigned by the Federal Communications Commission for use by any police or law enforcement department, or county forester and fire warden, and who for the financial benefit of himself or another communicates such message or communication to another, or directly or indirectly uses the information so obtained, is guilty of an infraction.~~

~~(Ord. 83-0066 § 91, 1983; Ord. 4562 § 5, 1950; Ord. 4322 § 5, 1944.)~~

**~~13.10.070 - Violation - Penalty.~~**

~~Violation of this chapter is an infraction punishable by:~~

- ~~A. A fine not exceeding \$50.00 for a first violation;~~
- ~~B. A fine not exceeding \$100.00 for a second violation within one year;~~
- ~~C. A fine not exceeding \$250.00 for each additional violation within one year.~~

~~(Ord. 12264 § 1, 1980; Ord. 4322 § 7, 1942.)~~

**~~13.10.080 - Severability.~~**

~~If any provisions of the ordinance codified in this chapter, or the application thereof to any person or circumstance is held invalid, the remainder of such ordinance, and the application of such provision to other persons or circumstances, shall not be affected thereby.~~

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~~(Ord. 4322 § 6, 1942.)~~

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~~Chapter 13.12 - GRAFFITI PREVENTION, PROHIBITION AND REMOVAL~~

~~**Chapter 13.12 - GRAFFITI PREVENTION, PROHIBITION AND REMOVAL**~~

~~**Sections:**~~

~~13.12.010 - Purpose and intent.~~

~~13.12.020 - Definitions.~~

~~13.12.030 - Unlawful to apply graffiti - Prohibition of defacement.~~

~~13.12.040 - Possession of graffiti implements by minors prohibited.~~

~~13.12.050 - Possession of graffiti implements prohibited in designated public places.~~

~~13.12.060 - Limiting access to graffiti implements - Furnishing to minors prohibited.~~

~~13.12.070 - Display for sale - Requirements.~~

~~13.12.080 - Unlocking doors, gates or other facilities deemed misdemeanor.~~

~~13.12.090 - Graffiti declared public nuisance.~~

~~13.12.100 - Removal of graffiti by perpetrator.~~

~~13.12.105 - Recovery of costs by county probation officer for defacement of county property and the property of others through juvenile court proceedings.~~

~~13.12.110 - Removal provisions.~~

~~13.12.115 - Summary abatement and responsibility for expense of abatement.~~

~~13.12.120 - Rewards for information.~~

~~13.12.130 - Penalties and civil liability of parents.~~

~~13.12.140 - Violations - Administrative fines and noncompliance fees; civil remedies available.~~

~~13.12.150 - Severability.~~

~~**13.12.010 - Purpose and intent.**~~

- ~~A. - The purpose of this section is to help prevent the spread of graffiti and to establish a program for its removal from county-owned property and non-county-owned property within the unincorporated area of the county.~~
- ~~B. - California Government Code sections 53069.3 and 38772 authorizes the county, under certain circumstances, to provide for the removal and the summary abatement of graffiti and other inscribed materials from private as well as public property. The board of supervisors finds and determines that graffiti is obnoxious and a public nuisance, as well as an immediate threat to public health and safety, and unless the county causes it to be removed from county-owned and non-county-owned property within the unincorporated area of the county, it tends to remain. Other properties then become the target of graffiti, often accompanied by more violent crime, with the result that entire neighborhoods are affected and become less desirable places in which to be, all to the detriment of the county.~~
- ~~C. - It is the purpose of the board of supervisors of the county of Los Angeles, through the adoption of this chapter, to provide additional enforcement tools to protect public and private property from acts of vandalism and defacement, including the application of graffiti on walls, natural objects and~~

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~~structures. Such acts are destructive of the rights and values of property owners as well as the entire community.~~

~~(Ord. 2008-0044 § 5, 2008; Ord. 93-0072 § 1 (part), 1993.)~~

**13.12.020 - Definitions.**

~~For the purposes of this title, the following words shall have the meanings respectively ascribed to them in this section:~~

~~"Aerosol paint container" means any aerosol container which is adapted or made for the purpose of applying spray painting, or other substance capable of defacing property.~~

~~"Felt tip marker" means any indelible marker or similar implement with a tip which, at its broadest width, is greater than one-eighth of an inch, containing ink or other pigmented liquid which is not water soluble.~~

~~"Graffiti" means any unauthorized inscription, word, figure, painting or other defacement that is written, marked, etched, scratched, sprayed, drawn, painted, or engraved on or otherwise affixed to or on any surface of county-owned property or non county-owned property within the unincorporated area of the county by or with, but not limited to, any of the following: felt tip marker, paint stick or graffiti stick, or graffiti implement, to the extent that the same was not authorized in advance by the owner or occupant thereof, or, despite advance authorization, is otherwise deemed by the board to be a public nuisance.~~

~~"Graffiti implement" means an aerosol paint container, a felt tip marker, gum label, paint stick or graffiti stick, etching tool including, but not limited to, etching creams and substances, or any other device capable of scarring or leaving a visible mark on glass, metal, concrete or wood or any other surface.~~

~~"Paint stick" or "graffiti stick" means any device containing a solid form of paint, chalk, wax, epoxy, or other similar substance capable of being applied to a surface by pressure, and upon application, of leaving a mark at least one-eighth of an inch in width.~~

~~(Ord. 2001-0098 § 1, 2001; Ord. 93-0072 § 1 (part), 1993.)~~

**13.12.030 - Unlawful to apply graffiti—Prohibition of defacement.**

~~A. It is unlawful for any person to apply graffiti to any trees or structures including, but not limited to, buildings, walls, fences, poles, and signs, ("structures" hereinafter in the chapter) on any county-owned property or without the permission of the owner or occupant, on any non-county-owned property within the unincorporated area of the county.~~

~~B. It is also unlawful for any person to intentionally deface, tear down, obliterate or destroy any copy, transcript or extract of or from any ordinance of the county of Los Angeles posted in any public place or any proclamation, advertisement or notice set up at any place by authority of any ordinance of the county before the expiration of the time such notice was to remain set up.~~

~~C. It is also unlawful for any person to erect, construct, place or maintain any signboard, billboard, sign or advertisement in, over or on any public highway of the county of Los Angeles with the exception of public transportation signs as provided in Section 22.52.970 of Title 22 of this code and signs and advertisements of a temporary or seasonal nature and of general community interest that may be authorized as provided in Title 16, Division 1 of this code.~~

~~D. The sheriff and the road commissioner shall remove every unauthorized sign, handbill, or advertisement affixed to or posted contrary to the provisions of this section.~~

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~~E. Violation of subsection A of this section shall be subject to enforcement through civil abatement and/or administrative fine and noncompliance fee proceedings.~~

~~F. Violation of subsection B or C of this section is an infraction punishable by a fine not to exceed \$250.00.~~

~~(Ord. 2008-0044 § 6, 2008; Ord. 93-0072 § 1 (part), 1993.)~~

**~~13.12.040 - Possession of graffiti implements by minors prohibited.~~**

~~It is unlawful for any person under the age of eighteen years to have in his or her possession any graffiti implement while on any school property, grounds, facilities, buildings, or structures, or in areas immediately adjacent to these specific locations upon public property, or upon private property without the prior written consent of the owner or occupant of such private property. The provisions of this section shall not apply to the possession of felt tip markers by minors attending, or travelling to or from school at which the minor is enrolled, if the minor is participating in a class at said school which formally requires the possession of felt tip markers. The burden of proof in any prosecution for violation of this section shall be upon the minor student to establish the need to possess a felt tip marker.~~

~~(Ord. 93-0072 § 1 (part), 1993.)~~

**~~13.12.050 - Possession of graffiti implements prohibited in designated public places.~~**

~~It is unlawful for any person to have in his or her possession any graffiti implement while in or upon any public facility, park, playground, swimming pool, recreational facility, or other public building owned or operated by the county or while in or within 100 feet of an underpass, bridge abutment, storm drain, or similar types of infrastructure unless otherwise authorized by the county.~~

~~(Ord. 93-0072 § 1 (part), 1993.)~~

**~~13.12.060 - Limiting access to graffiti implements - Furnishing to minors prohibited.~~**

~~It is unlawful for any person, other than a parent or legal guardian, to sell, exchange, give, loan or otherwise furnish or cause to permit to be exchanged, given, loaned, or otherwise furnished, any graffiti implement to any minor without the consent of the parent or other lawfully designated guardian, which consent shall be given in advance in writing.~~

~~(Ord. 93-0072 § 1 (part), 1993.)~~

**~~13.12.070 - Display for sale - Requirements.~~**

~~A. Every person who owns, conducts, operates or manages a retail commercial establishment selling graffiti implements shall display and store or cause such implements to be displayed and stored in areas which may be viewable by, but shall not be accessible to the public without employee assistance, pending legal sale or disposition of such implements.~~

~~B. Violation of this section is a misdemeanor punishable by a fine not to exceed \$500.00, or by imprisonment in the County Jail for a period not to exceed six months, or by both such fine and imprisonment.~~

~~C. Civil Responsibility for Damages for Wrongful Display or Storage. Any person who displays or stores, or permits the display or storage, of any graffiti implement in violation of the provisions of this section shall be personally liable for any and all costs, including attorney's fees and court costs, incurred by~~

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~~any party in connection with the removal of graffiti, the repair of any property containing graffiti, or such party's prosecution of a civil claim for reimbursement or damages resulting from such graffiti removal or property repair, arising from the use by any person of such wrongfully displayed or stored graffiti implement in violation of the provisions of any of the sections of this chapter.~~

~~(Ord. 93-0072 § 1 (part), 1993.)~~

~~**13.12.080 - Unlocking doors, gates or other facilities deemed misdemeanor.**~~

~~Every person, not authorized by the proper authority to do so, who unlocks, in any manner, any lock, gate, door or any other appurtenance, which lock, gate, door or other appurtenance is owned or under the control of the county of Los Angeles is guilty of a misdemeanor.~~

~~(Ord. 93-0072 § 1 (part), 1993.)~~

~~**13.12.090 - Graffiti declared public nuisance.**~~

~~The existence of graffiti on any county owned property, or without the permission of the owner or occupant, on any non-county owned property within the unincorporated area of the county is expressly declared to be a public nuisance.~~

~~A. 1. The board of supervisors hereby declares and finds graffiti to be a nuisance subject to abatement according to the provisions and procedures herein contained.~~

~~2. It is the duty of both the owner of the property to which the graffiti has been applied, and any person who may be in possession or who has the right to possess such property, to at all times keep such property clear and free of graffiti.~~

~~B. The existence of any surface of a structure on any non-county owned property within the unincorporated area of the county where such surface has been defaced with graffiti after removal more than five times in 12 months is hereby deemed to be a nuisance, and may be abated by the county requiring modifications thereto, or the immediate area surrounding same, according to the provisions and procedures adopted by the county. Such modifications may include, but are not limited to: retrofitting of such surfaces at the expense of the property owner(s) of said lot, not to exceed a total cost of \$500.00, or at the cost to the county at the county's option, with such features or qualities as may be established by the county as necessary to reduce the attractiveness of the surface for graffiti, or as necessary to permit more convenient, expedient or efficient removal of graffiti therefrom.~~

~~C. No person shall post, affix, or attach any handbill, poster, or placard on any county owned property, or without the permission of the owner or occupant, on any non-county owned property within the unincorporated area of the county. The sheriff, the director, department of public works, and any additional county department head, as authorized by the board of supervisors, is authorized to order removal of such posters, with the owner or occupant's permission. The decision to remove such posters shall not be based on content. Any person who is actually or constructively responsible for the posting, creating, printing, or copying of such posters shall be liable for the costs incurred in the removal thereof and the sheriff, the director, department of public works, and any additional county department head, as authorized by the board of supervisors, is authorized to effect the collection of such costs. Such costs shall be the actual or reasonable costs attributable to the removal of such posters. Persons billed for such removal costs may appeal such cost assessment to the building rehabilitation appeals board in accordance with rules adopted by that board. The decision of this board will be final for purposes of Code of Civil Procedure Section 1094.5, judicial review, unless the board of supervisors within 90 days of that decision is made, grants, in its sole discretion, a hearing on the appeal.~~

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- ~~D. For purposes of subsection C of this section, there shall be a presumption that a person (corporate or individual), whose name or telephone number or address or notice of public or private appearance or business location appears on the poster is a person responsible for posting the poster.~~
- ~~E. Any person violating subsection C of this section is guilty of an infraction punishable by a fine of \$100.00 for the first infraction, \$200.00 for the second infraction in one year, and \$500.00 for each infraction thereafter within one year.~~

~~(Ord. 93-0072 § 1 (part), 1993.)~~

**~~13.12.100 - Removal of graffiti by perpetrator.~~**

~~Any person applying graffiti on county-owned property or within the unincorporated area of the county shall have the duty to remove same within 24 hours after notice by the county or private owner of the property involved. Such removal shall be done in a manner prescribed by the sheriff, the director, department of public works or his or her designee or any additional county department head, as authorized by the board of supervisors, and may be deemed by the county to satisfy any payment or penalty that might otherwise be imposed. Any person applying graffiti shall be responsible for such removal or for the payment therefor. Failure of any person to so remove graffiti or pay for its removal shall constitute an additional violation of this chapter. Where graffiti is applied by an unemancipated minor, the parent(s) or legal guardian(s) shall also be responsible for such removal or for the payment therefor. The sheriff, the director, department of public works or his or her designee or any additional county department head, as authorized by the board of supervisors may convert such payment into equivalent forms of community service hours. Such payments or equivalent forms of community service hours shall be in addition to any other penalties imposed.~~

~~(Ord. 93-0072 § 1 (part), 1993.)~~

**~~13.12.105 - Recovery of costs by county probation officer for defacement of county property and the property of others through juvenile court proceedings.~~**

- ~~A. Juvenile court restitution order. In cases where a petition has been filed pursuant to section 602 of the Welfare and Institutions Code, the probation officer of the county may seek recovery through juvenile court proceedings in accordance with sections 742.14 and 742.16 of the Welfare and Institutions Code of the costs associated with the defacement by minors of its property and the property of others by graffiti or other inscribed material.~~
- ~~B. Findings regarding costs incurred by the sheriff's department in identification and apprehension. The board of supervisors finds that the average cost incurred by the sheriff's department in identifying and apprehending a person subsequently convicted of a violation of section 594, 594.3, 594.4, 640.5, 640.6, or 640.7 of the Penal Code or a minor subsequently found to be a person described in section 602 of the Welfare and Institutions Code by reason of the commission of an act prohibited by section 594, 594.3, 594.4, 640.5, 640.6, or 640.7 of the Penal Code is \$665.00.~~
- ~~C. Findings regarding costs incurred for removal, repair, and/or replacement. The board of supervisors finds that the average cost to the county of removing graffiti and other proscribed material, and of repairing and replacing property of the types frequently defaced with graffiti or other inscribed material that cannot be removed cost effectively, is \$522.00 per incident of graffiti vandalism.~~
- ~~D. Transmittal and periodic review of findings. A certified copy of the ordinance containing the findings set forth in subsections B and C, above, shall be transmitted to the clerk of the juvenile court and the probation officer. The findings set forth in subsections B and C, above, shall be reviewed at least once every three years at which time the board of supervisors shall adopt any updated cost findings.~~

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~~E. Transmission of data to probation officer. As provided by Welfare and Institutions Code section 742.16, the county shall transmit to the probation officer its data about its expenditure of resources in identifying and apprehending any minor about whom a petition is filed alleging that the minor is a person described in section 602 of the Welfare and Institutions Code by reason of commission of an act prohibited by section 594, 594.3, 594.4, 640.5, 640.6, or 640.7 of the Penal Code, and its expenditure of resources to remove graffiti or other material inscribed, or to repair or replace property where it is not cost effective to remove graffiti or other inscribed material, by any minor about whom a petition is filed alleging that the minor is a person described in section 602 of the Welfare and Institutions Code by reason of commission of an act prohibited by section 594, 594.3, 594.4, 640.5, 640.6, or 640.7 of the Penal Code.~~

~~(Ord. 2008-0044 § 7, 2008.)~~

**13.12.110 - Removal provisions.**

Graffiti may be removed by either of the following methods:

~~A. It is unlawful for any person who is the owner, or who has primary responsibility for control of property or who has primary responsibility for repair or maintenance of property in the unincorporated area of the county, hereinafter referred to in this section as the "responsible party," to permit said property which is defaced with graffiti to remain so defaced for a period of 10 days after service by first class mail of notice of same, unless (1) said person shall demonstrate by a preponderance of the evidence that he or she does not have the financial ability to remove the defacing graffiti, or (2) it can be demonstrated by the responsible party that the responsible party has an active program for the removal of graffiti and has scheduled the removal of the graffiti as part of that program, in which case it shall be unlawful to permit such property to remain defaced with graffiti for a period of 15 days after service by first-class mail of notice of same.~~

~~B. Right of County to Remove.~~

~~1. Whenever the county becomes aware, or is notified and determines that graffiti is located on county-owned property or non-county-owned property within the unincorporated area of the county that is viewable by persons utilizing any public right-of-way in the county, the county shall secure the consent of the property owner and the county shall be authorized to use public funds to provide for the painting or repairing of same, but shall not authorize or undertake to provide for the painting or repair of any more extensive area than that where the graffiti is located, unless the sheriff, the director, department of public works or his or her designee or any additional county department head, as authorized by the board of supervisors, determines in writing that a more extensive area is required to be repainted or repaired in order to avoid aesthetic disfigurement to the neighborhood or community, or unless the responsible party agrees to pay for the costs of repainting or repairing the more extensive area.~~

~~2. Right of Entry on Private Property.~~

~~a. Prior to entering upon private property or property owned by a public entity other than the county, for purposes of removal of graffiti, the county shall secure the consent of the responsible party, and a release of the county from any liability.~~

~~C. If a responsible party fails to remove the offending graffiti within the time herein specified, or if the county shall have requested consent to remove or paint over the offending graffiti and the responsible party has refused to grant consent for entry on terms acceptable to the county consistent with the terms of this section, the county may commence abatement and cost recovery proceedings for the removal of the graffiti pursuant to the provisions of this chapter which procedures authorize the recovery of all costs incurred by the county in abating graffiti, including the recordation of a lien as to the affected property. Notwithstanding the foregoing, owner-occupied single-family residences~~

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~~are excluded from such cost recovery proceedings, including the recordation of a lien on the property.~~

- ~~1. Whenever the sheriff, the director, department of public works or his or her designee or any additional county department head, as authorized by the board of supervisors, determines that graffiti has been applied to non-county-owned property within the unincorporated area of the county, the sheriff, the director, department of public works or his or her designee or any additional county department head, as authorized by the board of supervisors, determines that the graffiti is obnoxious and that it is in the interest of the county of Los Angeles to remove such graffiti through the use of county resources, then the sheriff, the director, department of public works or his or her designee or any additional county department head, as authorized by the board of supervisors, may use county resources to remove the graffiti provided that the sheriff, the director, department of public works or his or her designee or any additional county department head, as authorized by the board of supervisors, obtains the consent of the private property owner and release of the county from liability.~~
- ~~2. a. Whenever the sheriff, the director, department of public works or his or her designee or any additional county department head, as authorized by the board of supervisors, determines that graffiti is being maintained upon any non-county-owned property within the unincorporated area of the county in violation of this chapter, the sheriff, the director, department of public works or his or her designee or any additional county department head, as authorized by the board of supervisors, may issue a written notice and order to abate the graffiti. The notice shall be issued to the owner of the property and shall inform the owner that the owner is maintaining graffiti which constitutes a public nuisance and that maintenance of the graffiti is a violation of the Los Angeles County Code. The notice shall state that the graffiti must be removed within 10 days from the date of the notice and that if the graffiti is not removed within that time, then the county proposes to remove the graffiti and the cost of such removal, if not paid by the owner, shall be made a lien upon the property. Notwithstanding the foregoing, a notice of graffiti nuisance shall not be issued to the owner of a single-family residence which is owner-occupied.~~
  - ~~b. The notice shall also inform the property owner that if the graffiti is not removed within the specified 10-day period, then a hearing shall be held before the sheriff, the director, department of public works or his or her designee or any additional county department head, as authorized by the board of supervisors, to hear any protest of the property owner. The notice shall specify the time and place at which the sheriff, the director, department of public works or his or her designee or any additional county department head, as authorized by the board of supervisors, shall hold such hearing pursuant to subsection (C)(4) of this section. Such hearing shall be scheduled not less than 10 days after the date of the notice.~~
  - ~~c. The sheriff, the director, department of public works or his or her designee or any additional county department head, as authorized by the board of supervisors, may extend the time period allotted for abatement of the graffiti if the sheriff, the director, department of public works or his or her designee or any additional county department head, as authorized by the board of supervisors, determines that compliance within the time specified in the notice would place an undue burden on the property owner.~~
- ~~3. a. The notice issued pursuant to subsection (C)(2) of this section shall be addressed to the owner of the property as shown on the latest tax assessment roll at the owner's last known address and shall be delivered by depositing a copy of the notice in the United States mail, postage paid, or personally delivering a copy of the notice to the owner. Notice shall also be posted in a conspicuous place on the subject property. Except no such notice shall be either mailed to or posted on an owner-occupied single-family residence.~~

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- ~~b. The failure of any person to receive notice shall not affect the validity of any proceeding under this chapter.~~
- ~~4. Before any abatement of any graffiti, the sheriff, the director, department of public works or his or her designee or any additional county department head, as authorized by the board of supervisors, shall hold a hearing regarding the proposed abatement to determine whether the graffiti constitutes a public nuisance and whether abatement is appropriate. The hearing officer shall receive and consider all relevant evidence presented at the hearing. Any interested person shall be given an opportunity to be heard.~~
- ~~5. The hearing officer shall provide notice of the hearing officer's decision and shall provide an order to abate the graffiti, if appropriate, to the owner of the subject property as shown in the latest tax assessment as shown in subsection (C)(3) of this section.~~
- ~~6. The sheriff, the director, department of public works or his or her designee or any additional county department head, as authorized by the board of supervisors, may order that the county abate any graffiti that has been determined to be a public nuisance and that remains unabated at least seven days after the hearing officer gives notice of the hearing officer's decision and issues an order to abate under subsection (C)(5) of this section.~~
- ~~7. a. The sheriff, the director, department of public works or his or her designee or any additional county department head, as authorized by the board of supervisors, shall keep an account of the costs, including incidental expenses, of abating such graffiti on each separate property where the work is done and shall render an itemized report in writing to the board of supervisors showing the cost of abatement of the graffiti. The term incidental expenses shall include but is not limited to the actual expenses and costs of the county in the preparation of notices, title searches, specifications and contracts, inspection of the work, the cost of posting and mailing required under this chapter, any attorney's fees expended in the abatement of the nuisance, all costs and expenses for which the county may be liable under state law arising from or related to the nuisance abatement action, and all costs or expenses to which the county may be entitled under state law. Costs and expenses for which the county may be reimbursed begin to accrue at the time the county first receives a complaint regarding the graffiti. Costs and expenses may be recovered once it has become necessary for the county to conduct an abatement hearing. Notwithstanding the foregoing, costs and expenses of abatement may not be recovered from the owners of single-family residences that are owner-occupied.~~
- ~~b. The sheriff, the director, department of public works or his or her designee or any additional county department head, as authorized by the board of supervisors, shall notify, in writing the owner or possessor of the property upon which graffiti has been abated by the county, the cost of said abatement in accordance with Section 25845 of the Government Code. Within 10 days of the mailing of such notice, any such party concerned and any other person having any right, title, or interest in the property, may file with the said county a written request for a hearing on the correctness, reasonableness or both of such claim of abatement costs. The sheriff, the director, department of public works or his or her designee or any additional county department head, as authorized by the board of supervisors, shall then cause notice of the time and place of the hearing before the director of the department of public works or his or her designee to be given to the owners and possessors of the property, and to any other interested person requesting the same by United States mail, postage prepaid, addressed to the person at his/her last-known address at least five days in advance of the hearing.~~
- ~~c. At the time and place fixed for receiving the report, the director of the department of public works or his or her designee shall hear and pass upon the report together with any objections or protests raised by any of the persons liable for the cost of abating the~~

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~~nuisance. Thereupon, the director of the department of public works or his or her designee shall make such revision, correction and modification to the report as it may deem just, after which the report as submitted, or as revised, corrected or modified, shall be confirmed. The decision of the director of the department of public works or his or her designee is final.~~

- ~~8. If the total cost of the abatement of the graffiti by the county is not paid to the county within 10 days after the date of the notice of the cost of the abatement, the county shall record, in the office of the county recorder, a statement of the total balance due to the county, a legal description of the property, and the name of the owner concerned. From the date of such recording, the balance due will constitute a lien on the property. The lien will continue in full force and effect until the entire amount due, together with interest at the maximum legal rate accruing from the date of the completion of the abatement, is paid in full. Notwithstanding the foregoing, no lien shall be placed on a single-family residence which is owner-occupied.~~
- ~~9. The county may also, in accordance with the provisions of the laws of the state of California, cause the amount due to the county by reason of its abating graffiti together with interest at the maximum legal rate, accruing from the date of the completion of the abatement, to be charged to the owners of the property, on the next regular bill. All laws of the state of California applicable to the levy, collection and enforcement of the county taxes are hereby made applicable to the collection of these charges. Notwithstanding the foregoing, no charges shall be added to the tax bill of an owner of a single-family residence which is owner-occupied.~~
- ~~10. The board of supervisors may bring appropriate actions, in a court of competent jurisdiction, to collect any amounts due by reason of the abatement of graffiti by the county and to foreclose any existing liens for such amounts. Notwithstanding the provisions of this chapter, the county may bring the appropriate civil and criminal action in a court of competent jurisdiction for abatement of any nuisance within the county pursuant to any other provision of the law.~~

~~D. Ease of Removal Provisions.~~

- ~~1. Any gas, telephone, water, sewer, cable, telephone or other utility operating in the county, other than an electric utility, shall paint their above-surface metal fixtures which are installed after the effective date of this chapter with a uniform paint type and color as directed by the director of public works or his or her designee.~~
- ~~2. Encroachment permits issued by the county may, among other things, be conditions on (a) the permittee applying an anti-graffiti material to the encroaching object or structure of a type and nature that is acceptable to the director of public works or his or her designee; (b) the immediate removal by the permittee of any graffiti; (c) the right of the county to remove graffiti or to paint the encroaching structure; (d) the permittee providing county with sufficient matching paint and/or anti-graffiti material on demand for use in the painting of the encroaching object or structure containing graffiti.~~
- ~~3. In imposing conditions upon conditional use permits, variances, building permits to the extent permitted by this code, or other similar land use entitlement or development or design applications, the county may impose any or all of the following conditions or other similar or related conditions:
  - ~~a. Applicant shall apply an anti-graffiti material of a type and nature that is acceptable to the director of public works or his or her designee to such of the publicly viewable surfaces to be constructed on the site deemed by the director or designee, to be likely to attract graffiti ("graffiti-attracting surfaces");~~
  - ~~b. Applicant shall grant in writing, the right of entry over and access to such parcels, upon 48 hours' posted notice, by authorized county employees or agents, for the purpose of removing or painting over graffiti on graffiti-attracting surfaces previously designated by the~~~~

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~~director of public works or his or her designee. Such grant shall be made an express condition of approval and shall be deemed to run with the land;~~

- ~~c. Applicant, and any and all successors in interest, shall, for a period of two years after approval, provide the county with sufficient matching paint and/or anti-graffiti material on demand for use in the painting over or removal of designated graffiti-attracting surfaces;~~
- ~~d. Persons applying for subdivision maps shall, as part of any conditions, covenants and restrictions, covenant, which covenant shall run with the land in a form satisfactory to the county, that the owners of the lots shall immediately remove any graffiti placed on publicly viewable trees and structures thereon to county's satisfaction.~~

~~(Ord. 93-0072 § 1 (part), 1993.)~~

**~~13.12.115 - Summary abatement and responsibility for expense of abatement.~~**

- ~~A. Summary abatement. As an alternative to the removal provisions set forth in Section 13.12.110, the director of the department of public works or his or her designee or any additional department head as authorized by the board of supervisors, may summarily abate any nuisance resulting from the defacement of the property of another by graffiti or any other inscribed material at the expense of the minor or other person creating, causing, or committing the nuisance and make the expense of abatement of the nuisance a lien against the property of the minor or other person and a personal obligation against the minor or other person.~~
- ~~B. Joint and several liability of parent or guardian. The parent or guardian having custody and control of a minor committing a nuisance described in subsection A, shall be jointly and severally liable with the minor for the expense of abatement. The unpaid expense of abatement of any nuisance resulting from the defacement of the property of another by graffiti or any other inscribed material shall become a lien against the property of a parent or guardian having custody and control of the minor, and a personal obligation against the parent or guardian having custody and control of the minor.~~
- ~~C. The county probation officer shall report the names and addresses of the parent or guardian having custody and control of a minor committing a nuisance described in subsection A, if known, to the county recorder and to the department of public works.~~
- ~~D. Definitions. For the purpose of this section, the following terms have the following meanings:
  - ~~1. "Expense of abatement" includes, but is not limited to, court costs, attorney's fees, costs of removal of the graffiti or other inscribed material, costs of repair and replacement of defaced property, and the law enforcement costs incurred by the county in identifying and apprehending the minor or other person.~~
  - ~~2. "Graffiti or other inscribed material" means any unauthorized inscription, word, figure, mark, or design that is written, marked, etched, scratched, drawn, or painted on any real or personal property.~~
  - ~~3. "Minor" or "other person" means a minor or other person who has confessed to, admitted to, or pled guilty or nolo contendere to a violation of section 594, 594.3, 640.5, 640.6, or 640.7 of the Penal Code; or a minor convicted by final judgment of a violation of section 594, 594.3, 640.5, 640.6, or 640.7 of the Penal Code; or a minor declared a ward of the juvenile court pursuant to section 602 of the Welfare and Institutions Code by reason of the commission of an act prohibited by section 594, 594.3, 640.5, 640.6, or 640.7 of the Penal Code.~~~~
- ~~E. Collection of expenses of abatement.
  - ~~1. Abatement expense statement. Upon the determination of the expense of abatement, the sheriff, the director of the department of public works, the county ombudsman, or his or her~~~~

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~~designee, or any additional department head as authorized by the board of supervisors, shall send an abatement expense statement to the responsible person(s) pursuant to subsection A, and if applicable, subsection B, above. Payment shall be due fifteen (15) days from the service of the abatement expense statement. Failure to pay the full amount specified in the abatement expense statement within the required time period shall constitute an additional violation of this chapter, and administrative fines and/or noncompliance fees pursuant to Chapter 1.25 may be assessed in addition to any other fine, penalty, fee, charge, notice of violation, or other remedy that may be imposed.~~

~~2. Hearing; Notice.~~

- ~~a. Within ten (10) days of the mailing of the abatement expense statement, any person served with an abatement expense statement may file with the county representative who issued the statement, a written request for a hearing on the correctness, reasonableness, or both of such claim of abatement costs. The sheriff, the director of the department of public works or his or her designee, or any additional county department head, as authorized by the board of supervisors, shall then cause notice of the time and place of the hearing before the sheriff or the director of the applicable department or his or her designee to be given to the person requesting the same by the United States mail, postage prepaid, addressed to the person at his/her last known address at least five days in advance of the hearing.~~
- ~~b. At the hearing, the sheriff or director of the applicable department or his or her designee shall receive all evidence presented by the responsible person and by the county. Thereupon, the sheriff or director of the applicable department or his or her designee shall make such revision, correction, and modification to the statement as deemed warranted, after which the statement as submitted, or as revised, corrected, or modified, shall be confirmed. The decision of the sheriff or the director of the applicable department or his or her designee shall be final.~~
- ~~c. Suspension of abatement costs. The obligation to pay the expenses of abatement otherwise required under subsection E.1 of this section shall be suspended during the pendency of any hearing provided for under subsection E.2, above. Upon the sheriff or the director of the applicable department or his or her designee rendering his or her decision following a hearing, payment of the confirmed or otherwise revised, corrected, or modified abatement expense statement shall be made within ten (10) days following service of the sheriff or the director of the applicable department's decision upon the responsible person.~~

~~3. Lien against real property for unpaid expenses.~~

- ~~a. The county may make the unpaid expenses of abatement a lien against the property of the person committing a nuisance described in subsection A, above, and, where such person is a minor, against the property of the parent or guardian having custody and control of such minor.~~
- ~~b. Notice. Notice shall be given to the minor or other person and to the parent or guardian having custody and control of the minor prior to the recordation of a lien on the parcel of land owned by the minor or other person, or owned by the parent or guardian having custody and control of the minor.~~
- ~~c. Service of notice. Notice shall be served in the same manner as a summons in a civil action pursuant to Article 3 (commencing with section 415.10) of Chapter 4 of Title 5 of Part 2 of the Code of Civil Procedure. If the minor or other person, and/or the parent or guardian having custody and control of the minor, after diligent search, cannot be found, the notice may be served by posting a copy of the notice upon the property owned by the minor or other person, and/or the parent or guardian having custody and control of the~~

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~~minor, in a conspicuous place, for a period of ten (10) days. The notice shall also be published pursuant to Government Code section 6062 in a newspaper of general circulation that is published in the county in which the property is located.~~

- ~~d. A graffiti nuisance abatement lien shall be recorded in the county recorder's office in the county in which the parcel of land is located. From the date of recording, the lien shall have the force, effect, and priority of a judgment lien.~~
  - ~~e. A graffiti nuisance abatement lien authorized by this section shall specify the amount of the lien; the name of the agency on whose behalf the lien is imposed; the date of the abatement order; the street address, legal description, and assessor's parcel number of the parcel on which the lien is imposed; and the name and address of the recorded owner of the parcel.~~
  - ~~f. If the lien is discharged, released, or satisfied, either through payment or foreclosure, notice of the discharge containing the information specified in subsection e, above, shall be recorded by the county. A graffiti nuisance abatement lien and the release of the lien shall be indexed in the grantor-grantee index.~~
  - ~~g. A graffiti nuisance abatement lien may be satisfied through foreclosure in an action brought by the county.~~
  - ~~h. As provided in California Government Code section 38773.2, the county recorder may impose a fee on the county to reimburse the costs of processing and recording the lien and providing notice to the property owner. The county may recover from the property owner any costs incurred regarding the processing and recording of the lien and providing notice to the property owner as part of its foreclosure action to enforce the lien.~~
- ~~4. Assessment of Costs Against Property For Unpaid Expenses. The unpaid expenses for abating a graffiti nuisance, as confirmed by the board of supervisors, shall constitute a special assessment against the lot or parcel of property owned by the person committing a nuisance described in subsection A, above, and, where such person is a minor, against the lot or parcel of property owned by the parent or guardian having custody and control of such minor, and upon recordation in the Office of the Los Angeles County Recorder of a notice of lien, as so made and confirmed, shall constitute a lien on the property for the amount of such assessment.~~
- ~~a. After such confirmation and recordation, a copy shall be filed with the Auditor-Controller of Los Angeles County in order that said officials may add the amounts of the respective assessments to the next regular tax bills levied against the respective lots and parcels of land, and thereafter said amounts shall be collected at the same time and in the same manner as ordinary municipal taxes are collected, and shall be subject to the same procedure under foreclosure and sale in case of delinquency as provided for ordinary municipal taxes; or~~
  - ~~b. After such recordation, such lien may be foreclosed by judicial or other sale in the manner and means provided by law.~~
- ~~F. Upon the entry of a second or subsequent civil or criminal judgment within a two-year period finding that an owner of property or a minor or other person as defined in this section is responsible for a condition that may be abated in accordance with this provision, except for conditions abated pursuant to section 17980 of the Health and Safety Code, the court may order that person to pay treble the costs of the abatement.~~

~~(Ord. 2009-0007 § 2, 2009; Ord. 2008-0044 § 8, 2008.)~~

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**~~13.12.120 - Rewards for information.~~**

- ~~A. Pursuant to Section 53069.5 of the Government Code, the county may offer a reward in an amount to be established by resolution of the board of supervisors for information leading to the identification and apprehension of any person who wilfully damages or destroys any county owned property, or without the permission of the owner or occupant, any non-county-owned property within the unincorporated area of the county, by the use of graffiti. In the event of damage to public property, the offender or the parent or legal guardian of any unemancipated minor must reimburse the county for any reward paid. In the event of multiple contributors of information, the reward amount shall be divided by the county in the manner it shall deem appropriate. For the purposes of this section, diversion of the offending violator to a community service program, or a plea bargain to a lesser offense, shall constitute a conviction.~~
- ~~B. Claims for rewards under the section shall be filed with the county in the manner specified by the board of supervisors.~~
- ~~C. No claim for a reward shall be allowed unless the county investigates and verifies the accuracy of the claim and determines that the requirements of this section have been satisfied.~~

~~(Ord. 93-0072 § 1 (part), 1993.)~~

**~~13.12.130 - Penalties and civil liability of parents.~~**

~~It is the county's intent that pursuant to California Penal Code section 640.6(a), all acts of graffiti vandalism occurring within the county shall be prosecuted as misdemeanors pursuant to California Penal Code section 594, et seq., and subject to enforcement through civil abatement and administrative fines and/or noncompliance fee proceedings.~~

- ~~A. Criminal Penalties. Except for violations of Section 13.12.030A, which shall be enforceable as otherwise provided for in Section 13.12.030E, and except for violations of Sections 13.12.030B and 13.12.030C which shall be punishable as infractions, any violation of this chapter shall be a misdemeanor punishable by either six months in jail, a \$500.00 fine, or by both such fine and imprisonment, and by the performance of community service in the form of graffiti clean-up to the maximum extent permitted by law. Each person, firm, corporation, or partnership shall be deemed guilty of a separate offense for each and every day or any portion thereof during which any violation of the provisions of this code is committed, continued, or permitted by such a person, firm, corporation, or partnership, and shall be deemed punishable thereof as provided in this section.~~
- ~~B. Parental Liability. Any parent or guardian having custody and control of a minor who violates any section of this chapter, shall be personally liable for any and all costs to the county or any person or business incurred in connection with the removal of graffiti caused by conduct of said minor, and for all attorney's fees and court costs incurred in connection with the civil prosecution of any claim for damages or reimbursement not to exceed \$10,000.00 for each violation of the minor.~~

~~(Ord. 2008-0044 § 9, 2008; Ord. 93-0072 § 1 (part), 1993.)~~

**~~13.12.140 - Violations—Administrative fines and noncompliance fees; civil remedies available.~~**

~~Administrative fines and noncompliance fees may be imposed against any person who violates any provision of this chapter. Additionally, a violation of any of the provisions of this chapter shall constitute a nuisance and may be abated by the county through civil process by means of a restraining order, preliminary or permanent injunction, or in any manner provided by law for the abatement of such nuisance.~~

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~~(Ord. 2008-0044 § 10, 2008; Ord. 93-0072 § 1 (part), 1993.)~~

~~**13.12.150 - Severability.**~~

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

~~(Ord. 93-0072 § 1 (part), 1993.)~~

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Chapter 13.14 - INTERFERENCE WITH AIRPORT OPERATIONS

**Chapter 13.14 - INTERFERENCE WITH AIRPORT OPERATIONS<sup>14</sup>**

**Sections:**

~~13.14.010 - Definitions.~~

~~13.14.020 - Unauthorized flights prohibited at Brackett Field.~~

~~13.14.030 - Operation of model aircraft restricted within two miles of Brackett Field.~~

~~13.14.040 - Violation - Penalty.~~

~~13.14.050 - Severability.~~

**13.14.010 - Definitions.**

As used in this chapter:

- A. ~~"Aircraft" means any contrivance used for or designed for navigation of or flight in the air, carrying at least one person as pilot or passenger.~~
- B. ~~"Brackett Field" means the airport by that name owned by and maintained by the county of Los Angeles, south of the cities of San Dimas and LaVerne.~~
- C. ~~"Model aircraft" means any contrivance which because of its size or other limitations cannot carry any person as pilot or passenger, but which can navigate or fly in the air, including the following, which can not carry any person as pilot or passenger:~~
  - 1. ~~Airplane, with or without ground controls;~~
  - 2. ~~Helicopter, with or without ground controls;~~
  - 3. ~~Glider;~~
  - 4. ~~Rocket;~~
  - 5. ~~Similar contrivances.~~

~~(Ord. 7471 §§ 1, 2, 3, 1959.)~~

**13.14.020 - Unauthorized flights prohibited at Brackett Field.**

~~Except for the lawful flight, landing or takeoff of aircraft, and except any act in the normal course of operation of Brackett Field, a person shall not throw, propel or permit the flight of any object, including any model aircraft, across or onto Brackett Field.~~

~~(Ord. 7471 § 4, 1959.)~~

**13.14.030 - Operation of model aircraft restricted within two miles of Brackett Field.**

~~If the operation of any kind or type of model aircraft, in any particular manner, at any particular location within two miles of the outer boundaries of Brackett Field is a hazard to the lawful flight of any aircraft, and the county engineer so finds, a person who has been informed by the county engineer or by his~~

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~~deputy, or by any peace officer, that such operation is prohibited, shall not so operate such kind or type of model aircraft at such location.~~

~~(Ord. 7471 § 5, 1959.)~~

~~**13.14.040 - Violation - Penalty.**~~

~~A. Violation of this chapter is an infraction punishable by:~~

- ~~1. A fine not exceeding \$50.00 for a first violation;~~
- ~~2. A fine not exceeding \$100.00 for a second violation within one year;~~
- ~~3. A fine not exceeding \$250.00 for each additional violation within one year.~~

~~B. Each day during any portion of which any violation of any provision of this chapter is committed, continued or permitted is a separate offense.~~

~~(Ord. 12264 § 10, 1980; Ord. 7471 § 6, 1959.)~~

~~**13.14.050 - Severability.**~~

~~If any portion of the ordinance codified in this chapter, or the application thereof to any person or circumstance is held invalid, the remainder of such ordinance and the application of such provision to other persons or circumstances shall not be affected thereby.~~

~~(Ord. 7471 § 7, 1959.)~~

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Chapter 13.15 - PROHIBITED ACTS OF SOLICITATION

**Chapter 13.15 - PROHIBITED ACTS OF SOLICITATION**

**Sections:**

~~13.15.010 - Definitions.~~

~~13.15.011 - Solicitation of persons traveling in vehicles on public right-of-way prohibited.~~

~~13.15.012 - Solicitation by persons in moving vehicles on public right-of-way prohibited.~~

~~13.15.020 - Solicitation prohibited in commercial parking areas - Exception - Written policy and notice.~~

~~13.15.025 - Violation - Penalty.~~

**13.15.010 - Definitions.**

As used in this Chapter the following meanings shall apply:

- A. "Employment" shall mean and include services, industry or labor performed by a person for wages or other compensation or under any contract of hire, written, oral, express or implied.
- B. "Solicit" shall mean and include any request, offer, enticement or action which announces the availability for or of employment, the sale of goods, or a request for money or other property, or any request, offer, enticement or action which seeks to purchase or secure goods or employment, or to make a contribution of money or other property. As defined herein, a solicitation shall be deemed complete when made, whether or not an actual employment relationship is created, a transaction is completed, or an exchange of money or other property takes place.
- C. "Business" shall mean and include any type of product, goods, service, performance or activity which is provided or performed, or offered to be provided or performed, in exchange for money, labor, goods or any other form of consideration.

(Ord. 94-0043 § 2, 1994; Ord. 94-0020 § 2 (part), 1994.)

**13.15.011 - Solicitation of persons traveling in vehicles on public right-of-way prohibited.**

It is unlawful for any person, while standing in any portion of the public right-of-way, including but not limited to public streets, highways, sidewalks and driveways, to solicit, or attempt to solicit, employment, business, or contributions of money or other property, from any person traveling in a vehicle along a public right of way, including, but not limited to, public streets, highways or driveways. The provisions of this section shall only be operative in the unincorporated areas of the county.

(Ord. 94-0043 § 3, 1994.)

**13.15.012 - Solicitation by persons in moving vehicles on public right-of-way prohibited.**

It is unlawful for any person, while the occupant of a moving vehicle, to solicit, or attempt to solicit, employment, business, or contributions of money or other property, from a person who is within the public right-of-way, including but not limited to a public street, highway, sidewalk or driveway. The provisions of this section shall only be operative in the unincorporated areas of the county.

(Ord. 94-0043 § 4, 1994.)

Title 13 - PUBLIC PEACE, MORALS AND WELFARE  
Division 1 - OFFENSES BY OR AGAINST PUBLIC OFFICERS AND GOVERNMENT

Chapter 13.15 - PROHIBITED ACTS OF SOLICITATION

**13.15.020 - Solicitation prohibited in commercial parking areas—Exception—Written policy and notice.**

~~No person shall solicit, or attempt to solicit, employment from a location within a commercial parking area other than an area within or served by such parking area which is authorized by the property owner or the property owner's authorized representative for such solicitations. This section shall not apply to a solicitation to perform employment or business for the owner or lawful tenants of the subject premises.~~

~~A. For purposes of this section, "commercial parking area" shall mean privately owned property which is designed or used primarily for the parking of vehicles and which adjoins one or more commercial establishments. This section shall only apply to commercial parking areas where the following occurs:~~

- ~~1. The owner or person in lawful possession of the commercial parking area establishes a written policy which provides an area or areas for the lawful solicitation of employment in locations which are accessible to the public and do not interfere with normal business operations of the commercial premises; and~~
- ~~2. The owner or person in lawful possession of the commercial parking area has caused a notice to be posted in a conspicuous place at each entrance to such commercial parking area not less than 18 by 24 inches in size with lettering not less than one inch in height and not to exceed in total area, six square feet. The notice shall be in substantially the following form:~~

~~"It is a misdemeanor to engage in the solicitation of employment in areas of this commercial parking lot which are not approved for such activity by the property owner, other than to perform employment or business for the owner or lawful tenants of the premises."~~

~~(Ord. 94-0020 § 2 (part), 1994.)~~

**13.15.025 - Violation—Penalty.**

~~Every person violating any provision of this chapter is guilty of a misdemeanor, punishable by a fine not exceeding \$1,000.00 or by imprisonment in the County Jail for a period not exceeding six months, or by both such fine and imprisonment.~~

~~(Ord. 94-0020 § 2 (part), 1994.)~~

Title 13 - PUBLIC PEACE, MORALS AND WELFARE  
Division 1 - OFFENSES BY OR AGAINST PUBLIC OFFICERS AND GOVERNMENT

Chapter 13.16 - SOLICITING ON ~~COUNTY~~ CITY PROPERTY

**Chapter 13.16 - SOLICITING ON ~~COUNTY~~ CITY PROPERTY<sup>13</sup>**

**Sections:**

~~13.16.010 - Soliciting on county property prohibited—Authorized business permitted when.~~

~~13.16.020 - Exceptions—Employee insurance and other activities.~~

~~13.16.030 - Exceptions—Certain meritorious causes.~~

~~13.16.040 - Exceptions—Volunteer groups at animal control shelters.~~

~~13.16.050 - Violation—Penalty.~~

**13.16.010 - Soliciting on ~~county~~ city property prohibited—Authorized business permitted when.**

It is unlawful for any person, firm, or corporation to solicit, in any manner or for any purpose, in any building or in or on any property or premises owned, leased, managed or controlled by the ~~county of Los Angeles, whether within the unincorporated or incorporated territory of said county;~~ City of Calabasas excluding public sidewalks, provided, that the provisions of this chapter shall not be deemed nor construed as prohibiting any person having business with ~~said county, or with any special district thereof the City of Calabasas,~~ or any officer or employee of ~~said county or district~~ the City of Calabasas having authority to make any purchase for ~~said county or district~~ City of Calabasas, from calling upon such officer or employee in the ordinary course of business.

(Ord. 2292 § 1, 1933.)

**13.16.020 - Exceptions—Employee insurance and other activities.**

This chapter does not prohibit the solicitation in any such building or in or on any such property or premises as described in Section 13.16.010 for group insurance under a policy which is ~~either (1) approved by the board of supervisors city council/manager, at times, places and under conditions specified by the city council/manager. board of supervisors;~~ (2) sponsored by a certified employee organization, as defined by Chapter 5.04 of the County Code; or (3) sponsored by a registered employee organization pursuant to the provisions of Rule 2.11 of the Employee Relations Commission, if the persons eligible for such group insurance consist of:

A. ~~County employees; or~~

B. ~~The members of an organization or association for the payment of dues to which Section 1157.1 of the Government Code authorizes the auditor-controller of the county of Los Angeles to make payroll deductions from the salaries or wages of the members thereof who have authorized such deductions; provided, further, that no solicitation under clause (2) or (3) of this section shall be commenced until the certified or registered organization agrees to indemnify, defend and hold the county, its officers and employees, harmless from any claim or liability arising or alleged to arise directly or indirectly out of the solicitation or the program of insurance, such indemnity agreement to be satisfactory in form and content to the County Risk and Insurance Management Agency.~~

(Ord. 93-0066 § 1, 1993; Ord. 7866 § 1, 1960; Ord. 2292 § 1.5, 1933.)

Title 13 - PUBLIC PEACE, MORALS AND WELFARE  
Division 1 - OFFENSES BY OR AGAINST PUBLIC OFFICERS AND GOVERNMENT

Chapter 13.16 - SOLICITING ON ~~COUNTY~~ CITY PROPERTY

**13.16.030 - Exceptions—~~Certain meritorious causes.~~**

~~This chapter does not prohibit solicitation in any such building or in or on any such property or premises when such solicitation consists of the sale or display of goods in those circumstances where the proceeds of any sales made pursuant to such solicitation are used solely in furtherance of programs for the benefit of patients in the county hospital system, the handicapped, the blind, and other causes deemed meritorious by the board of supervisors or by any county officers or employees to whom the board of supervisors may delegate such authority; provided, however, that any such solicitation shall be permitted only at times, places and under conditions specified by the board of supervisors or by any county officers or employees to whom the board of supervisors may delegate such authority.~~

~~(Ord. 11183 § 1, 1975; Ord. 10272 § 1, 1971; Ord. 2292 § 1.6, 1933.)~~

**13.16.040 - Exceptions—~~Volunteer groups at animal control shelters.~~**

~~This chapter does not prohibit solicitation in or on the premises of any animal control shelter by any volunteer group when such solicitation consists of the request for donations, receipt of contributions or sale of goods in those circumstances where any such donation, contribution or proceeds of sales made pursuant to such solicitation are used solely in furtherance of programs designed to promote animal care, including but not limited to aiding in veterinary care, assisting in bailing animals out of any animal control shelter, or purchasing of animal licenses.~~

~~(Ord. 11343 § 1, 1976; Ord. 2292 § 1.7, 1933.)~~

**13.16.050 - Violation—Penalty.**

Any person, firm or corporation violating any of the provisions of this chapter shall be deemed guilty of an infraction, ~~which is punishable by a fine not exceeding \$250.00.~~ punishable by a fine as set forth in CMC Section 1.16.020B.

~~(Ord. 83-0066 § 95, 1983; Ord. 2292 § 2, 1933.)~~

Title 13 - PUBLIC PEACE, MORALS AND WELFARE

~~Division 2 - OFFENSES AGAINST THE PERSON (Reserved)~~

**~~Division 2 - OFFENSES AGAINST THE PERSON  
(Reserved)~~**

Title 13 - PUBLIC PEACE, MORALS AND WELFARE

Division 3 - OFFENSES AGAINST PUBLIC DECENCY

**Division 3 - OFFENSES AGAINST PUBLIC DECENCY**

**Chapters:**

Chapter 13.17 - PORNOGRAPHY AND OBSCENE MATTER

Chapter 13.18 - ALCOHOLIC BEVERAGES

Chapter 13.20 - GAMBLING AND RELATED ACTIVITIES

Chapter 13.21 - VIOLENT SEX ACTS AND SEX ABUSE

Chapter 13.22 - NUDE PERFORMERS AND WAITERS

Chapter 13.24 - NUDITY AT BEACHES

Chapter 13.26 - PUBLIC RESTROOMS

Chapter 13.28 - USE OF WHITE CANES FOR BLIND PERSONS

Chapter 13.30 - JUMPING OR DIVING FROM PIERS OR WHARVES

Chapter 13.34 - LOOKOUTS FOR CRIMINAL ACTIVITIES

Title 13 - PUBLIC PEACE, MORALS AND WELFARE  
Division 3 - OFFENSES AGAINST PUBLIC DECENCY

Chapter 13.17 - PORNOGRAPHY AND OBSCENE MATTER

**Chapter 13.17 - PORNOGRAPHY AND OBSCENE MATTER<sup>44</sup>**

**Sections:**

13.17.010 - Obscene matter defined.

**13.17.010 - Obscene matter defined.**

~~"Obscene matter" means matter that the average person, applying contemporary community standards, would find, taken as a whole, appeals to prurient interest, and is material that depicts or describes in a patently offensive way, explicit sexual conduct of a specifically defined nature, namely: The actual or simulated representations or descriptions of ultimate sexual acts, whether normal or perverted, such as coitus, fellatio, cunnilingus, anilingus, pederasty, coprophagy, bestiality and the like, or of masturbation, excretory functions, and lewd genital exhibition; and that the material, taken as a whole, lacks serious literary, artistic, political or scientific value.~~

~~(Ord. 85-0121 § 1, 1985.)~~

Title 13 - PUBLIC PEACE, MORALS AND WELFARE  
Division 3 - OFFENSES AGAINST PUBLIC DECENCY

Chapter 13.18 - ALCOHOLIC BEVERAGES

**Chapter 13.18 - ALCOHOLIC BEVERAGES**

**Parts:**

Part 1 - PUBLIC DRINKING

Part 2 - ALCOHOL POSSESSION AT COUNTY HOSPITALS

Part 3 - DRINKING AT PUBLIC SCHOOLS

Part 4 - POSSESSION OF OPENED ALCOHOLIC BEVERAGE RECEPTACLES AT OR NEAR OFF-SALE LIQUOR ESTABLISHMENTS

Title 13 - PUBLIC PEACE, MORALS AND WELFARE  
Division 3 - OFFENSES AGAINST PUBLIC DECENCY  
Chapter 13.18 - ALCOHOLIC BEVERAGES

Part 1 - PUBLIC DRINKING

***Part 1 - PUBLIC DRINKING***

**Sections:**

~~13.18.010 - Drinking in public deemed misdemeanor—Exceptions.~~

**13.18.010 - Drinking in public deemed misdemeanor—Exceptions.**

Every person who consumes any beer, wine or other intoxicating beverage on any public street, sidewalk, alley, highway or parking lot open to the public is guilty of a misdemeanor. This section shall not be deemed to proscribe any act which is positively permitted or prohibited by any law of the state of California.

(Ord. 11212 § 1, 1975.)

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Division 3 - OFFENSES AGAINST PUBLIC DECENCY  
Chapter 13.18 - ALCOHOLIC BEVERAGES

Part 2—ALCOHOL POSSESSION AT COUNTY HOSPITALS

**~~Part 2—ALCOHOL POSSESSION AT COUNTY HOSPITALS<sup>15</sup>~~**

**~~Sections:~~**

~~13.18.020 - Alcoholic beverages defined.~~

~~13.18.030 - Possessing alcoholic beverages prohibited at designated institutions—Exception.~~

~~13.18.040 - Offenders to be expelled or discharged from employment.~~

~~13.18.050 - Violation—Penalty.~~

**13.18.020 - Alcoholic beverages defined.**

As used in this ~~Part 2~~ section, "alcoholic beverages" includes alcohol, spirits, liquor, wine, beer and every liquid or solid containing alcohol, spirits, wine or beer, and which contains one-half of one percent or more of alcohol by volume and which is fit for beverage purposes, either alone or when diluted, mixed or combined with other substances.

(Ord. 7134 § 1 (part), 1957; Ord. 2549 § 1, 1934.)

**~~13.18.030— Possessing alcoholic beverages prohibited at designated institutions—  
Exception.~~**

A person, whether as patient, inmate, employee, visitor or otherwise, shall not enter or be in any hospital maintained by the county of Los Angeles, including the Los Angeles County+University of Southern California Medical Center, Harbor-UCLA Medical Center, Rancho Los Amigos National Rehabilitation Center, Olive View-UCLA Medical Center, or Acton Rehabilitation Center or Warm Springs Rehabilitation Center, if transporting or having in his possession any alcoholic beverage, unless he receives permission to transport or have in his possession such alcoholic beverage from the director or camp manager thereof or the person having charge thereof.

(Ord. 99-0036 § 3, 1999; Ord. 7134 § 1 (part), 1957; Ord. 2549 § 2, 1934.)

**~~13.18.040— Offenders to be expelled or discharged from employment.~~**

In addition to any other punishment herein provided for, any inmate of any institution herein mentioned, who violates any provision of this ~~Part 2~~ shall be immediately expelled therefrom by the director or camp manager thereof, unless such director or camp manager finds that there are extenuating circumstances, and any employee of the county of Los Angeles who violates any provision of this ~~Part 2~~ shall be immediately discharged from his employment by the head of the department in which he is employed.

(Ord. 7134 § 1 (part), 1957; Ord. 2549 § 3, 1934.)

**~~13.18.050 - Violation—Penalty.~~**

Any person, firm or corporation who, within the unincorporated territory of the county of Los Angeles, violates any of the provisions of this ~~Part 2~~ is guilty of a misdemeanor, punishable by a fine not to exceed

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Chapter 13.18 - ALCOHOLIC BEVERAGES

~~Part 2 - ALCOHOL POSSESSION AT COUNTY HOSPITALS~~

~~\$500.00 or by imprisonment in the County Jail for not to exceed six months, or by both such fine or imprisonment.~~

~~(Ord. 7134 § 1 (part), 1957; Ord. 2549 § 4, 1934.)~~

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Division 3 - OFFENSES AGAINST PUBLIC DECENCY  
Chapter 13.18 - ALCOHOLIC BEVERAGES

Part 3 - DRINKING AT PUBLIC SCHOOLS

***Part 3 - DRINKING AT PUBLIC SCHOOLS***

**Sections:**

~~13.18.060 - Alcoholic beverage defined.~~

~~13.18.070 - Consuming alcoholic beverages prohibited at schools and athletic events.~~

~~13.18.080 - Violation - Penalty.~~

**13.18.060 - Alcoholic beverage defined.**

~~As used in this Part 3, "alcoholic beverage" means and includes alcohol, spirits, liquor, wine, beer and every liquid or solid containing alcohol, spirits, wine or beer, and which contains one-half of one percent or more of alcohol by volume, and which is fit for beverage purposes either alone or when diluted, mixed or combined with other substances.~~

~~(Ord. 5012 § 1, 1947.)~~

**13.18.070 - Consuming alcoholic beverages prohibited at schools and athletic events.**

~~Every person who enters, goes onto or remains on the premises of any public school in the unincorporated territory of the county of Los Angeles, or any stadium or athletic field while being used by any public school for any athletic contest, while such person is consuming alcoholic beverages, is guilty of a misdemeanor.~~

~~(Ord. 5012 § 2, 1947.)~~

**13.18.080 - Violation - Penalty.**

~~Every person who violates any of the provisions of this Part 3 is guilty of a misdemeanor, and upon conviction is punishable by a fine of not exceeding \$500.00 or by imprisonment in the County Jail for a period not exceeding six months, or by both such fine and imprisonment.~~

~~(Ord. 5012 § 3, 1947.)~~

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Chapter 13.18 - ALCOHOLIC BEVERAGES

Part 4 - POSSESSION OF OPENED ALCOHOLIC BEVERAGE RECEPTACLES AT OR NEAR OFF-SALE LIQUOR  
ESTABLISHMENTS

***Part 4 - POSSESSION OF OPENED ALCOHOLIC BEVERAGE RECEPTACLES AT OR NEAR OFF-SALE  
LIQUOR ESTABLISHMENTS***

**Sections:**

~~13.18.090 - Alcoholic beverage defined.~~

~~13.18.100 - Possessing opened alcoholic beverage receptacle prohibited at or near off-sale liquor establishments.~~

~~13.18.110 - Exception.~~

~~13.18.120 - Violation - Penalty.~~

**13.18.090 - Alcoholic beverage defined.**

As used in this ~~Part 4~~ section, "alcoholic beverage" means and includes alcohol, spirits, liquor, wine or beer and every liquid or solid containing alcohol, spirits, wine or beer, and which contains one-half of one percent or more of alcohol by volume, and which is fit for beverage purposes either alone or when diluted, mixed or combined with other substances.

~~(Ord. 84-0078 § 1 (part), 1984.)~~

**13.18.100 - Possessing opened alcoholic beverage receptacle prohibited at or near off-sale liquor establishments.**

- A. No person who has in his or her possession any bottle, can or other receptacle containing any alcoholic beverage which has been opened, or a seal broken, or the contents of which have been partially removed, shall enter, be, or remain on the posted premises of, including the posted parking lot immediately adjacent to, any retail package off-sale alcoholic beverage licensee licensed pursuant to Division 9 (commencing with Section 23000) of the Business and Profession Code, or on any public sidewalk immediately adjacent to the licensed and posted premises.
- B. As used in subsection A of this section, "posted premises" means those premises which are subject to licensure under any retail package off-sale alcoholic beverage license, the parking lot immediately adjacent to the licensed premises on which clearly visible notices indicate to the patrons of the licensee and parking lot and to persons on the public sidewalk, that the provisions of subsection A of this section are applicable.
- C. Pursuant to subsection B of this section, off-sale liquor store establishments are required to post a sign on the premises advising patrons of subsection A of this section. The sign shall be in a conspicuous place and readily observable. It should be 18 inches by 24 inches in size and read as follows: "It is an infraction for any person who possesses any bottle, can or other receptacle containing any alcoholic beverage which has been opened, or the seal broken, or the contents of which have been partially removed, to enter, be, or remain on the premises of, including the parking lot of such liquor store establishment or the public sidewalk immediately adjacent to it."

~~(Ord. 84-0078 § 1 (part), 1984.)~~

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Chapter 13.18 - ALCOHOLIC BEVERAGES

Part 4 - POSSESSION OF OPENED ALCOHOLIC BEVERAGE RECEPTACLES AT OR NEAR OFF-SALE LIQUOR  
ESTABLISHMENTS

**13.18.110 - Exception.**

The provisions of this section shall not apply to a private, residential parking lot which is immediately adjacent to the posted premises.

~~(Ord. 84-0078 § 1 (part), 1984.)~~

**13.18.120 - Violation—Penalty.**

Any person who violates any provision of subsection A of Section 13.18.100 is guilty of an infraction, and is punishable by a fine as set forth in CMC Section 1.16.020B.

- A. ~~A fine of \$50.00 for a first violation;~~
- B. ~~A fine of \$100.00 for a second violation;~~
- C. ~~A fine of \$250.00 for each subsequent violation.~~

For a violation of subsection A of Section 13.18.100 to occur, the posting of a sign in accordance with the provisions of subsection B of Section 13.18.100 is required.

~~(Ord. 84-0078 § 1 (part), 1984.)~~

Chapter 13.20 - GAMBLING AND RELATED ACTIVITIES

**Chapter 13.20 - GAMBLING AND RELATED ACTIVITIES<sup>17</sup>**

**Sections:**

~~13.20.010 - Person defined.~~

~~13.20.020 - Acts regulated by state.~~

~~13.20.030 - Gambling activities prohibited.~~

~~13.20.040 - Betting and wagering prohibited.~~

~~13.20.050 - Permitting gambling activities prohibited when.~~

~~13.20.060 - Attending places where gambling occurs prohibited.~~

~~13.20.070 - Gambling paraphernalia - Destruction authorized when.~~

~~13.20.080 - Money received during enforcement procedure - Deposit requirements.~~

~~13.20.090 - Release of cards, games or money from court custody authorized when.~~

~~13.20.100 - Premises deemed nuisance when - Abatement.~~

~~13.20.110 - Violation - Penalty.~~

~~13.20.120 - Severability.~~

**13.20.010 - Person defined.**

As used in this chapter, "person" includes a person, firm and corporation.

~~(Ord. 9555 § 2 (part), 1968; Ord. 461 Art. 1 § 1, 1917.)~~

**13.20.020 - Acts regulated by state.**

The ordinance codified in this chapter does not prohibit any act either positively permitted or prohibited by state law.

~~(Ord. 9555 § 2 (part), 1968; Ord. 461 Art. 1 § 3, 1917.)~~

**13.20.030 - Gambling activities prohibited.**

A person shall not deal, play, carry on, or conduct:

- A. Any game where players bet or wager money, checks, credits or other things of value against each other; or
- B. Any game of chance for money, checks, credits or other things of value.

~~(Ord. 11114 § 1, 1975; Ord. 9555 § 2 (part), 1968; Ord. 461 Art. 2 § 21, 1917.)~~

**13.20.040 - Betting and wagering prohibited.**

A person shall not bet or wager at or on any game.

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Division 3 - OFFENSES AGAINST PUBLIC DECENCY

Chapter 13.20 - GAMBLING AND RELATED ACTIVITIES

~~(Ord. 11114 § 2, 1975; Ord. 461 Art. 2 § 21.1, 1917.)~~

**13.20.050 - Permitting gambling activities prohibited when.**

A person shall not knowingly permit any game prohibited by this chapter to be played, conducted or dealt in any house or other premises owned by, rented by, or in the lawful possession of such person.

~~(Ord. 9555 § 2 (part), 1968; Ord. 461 Art. 2 § 22, 1917.)~~

**13.20.060 - Attending places where gambling occurs prohibited.**

A person shall not resort to, attend, visit or be in any house, room or other place in the ~~county of Los Angeles~~ City of Calabasas where there is any gambling being conducted, played or carried on.

~~(Ord. 9555 § 2 (part), 1968; Ord. 461 Art. 2 § 23, 1917.)~~

**13.20.070 - Gambling paraphernalia—Destruction authorized when.**

The sheriff shall destroy anything which is used, kept, placed or maintained in violation of any statute or of the ordinance codified in this chapter or any other ordinance after any person owning, possessing or having control of such cards, game or thing has pleaded guilty to or has been convicted of such violation, and such plea of guilty or conviction has become final.

~~(Ord. 9555 § 2 (part), 1968; Ord. 461 Art. 3 § 33, 1917.)~~

**13.20.080 - Money received during enforcement procedure—Deposit requirements.**

The sheriff shall deposit in the ~~county~~ City of Calabasas treasury to the credit of the general fund all money received or obtained in the enforcement of this chapter, after any person owning, possessing or having control of such money has pleaded guilty to or has been convicted of violating this chapter, and such plea of guilty or conviction has become final.

~~(Ord. 9555 § 2 (part), 1968; Ord. 461 Art. 3 § 34, 1917.)~~

**13.20.090 - Release of cards, games or money from court custody authorized when.**

The sheriff shall apply to the judge of any court which has custody of anything subject to destruction or money subject to deposit in the general fund under the terms of Sections 13.20.070 through 13.20.090 of this chapter, the disposition of which is not otherwise provided for by state law, for an order releasing such cards, game, things, or money to him for the purpose of complying with this chapter.

~~(Ord. 9555 § 2 (part), 1968; Ord. 461 Art. 3 § 35, 1917.)~~

**13.20.100 - Premises deemed nuisance when—Abatement.**

Any premises occupied for the purpose of, or used for the purpose of conducting the business of illegal gambling as prohibited by this chapter is a public nuisance and may be abated as such by action brought by the ~~district attorney~~ city attorney or city prosecutor.

~~(Ord. 9709 § 1, 1969; Ord. 9555 § 2 (part), 1968; Ord. 461 Art. 1 § 5, 1917.)~~

Title 13 - PUBLIC PEACE, MORALS AND WELFARE  
Division 3 - OFFENSES AGAINST PUBLIC DECENCY

Chapter 13.20 - GAMBLING AND RELATED ACTIVITIES

**13.20.110 - Violation—Penalty.**

Every person violating any provision of this chapter is guilty of a misdemeanor, punishable by a fine not exceeding ~~\$500.00~~ \$1000.00 or by imprisonment in the County Jail for a period not exceeding six months, or by both such fine and imprisonment.

(~~Ord. 9555 § 2 (part), 1968; Ord. 461 Art. 1 § 4, 1917.~~)

**13.20.120 - Severability.**

If any provision of this chapter, or the application thereof to any person or circumstance is held invalid, the remainder of the chapter, and the application of such provision to other persons or circumstances, shall not be affected thereby.

(~~Ord. 9555 § 2 (part), 1968; Ord. 461 Art. 1 § 2, 1917.~~)

Chapter 13.21 - VIOLENT SEX ACTS AND SEX ABUSE

**~~Chapter 13.21 - VIOLENT SEX ACTS AND SEX ABUSE~~**

**~~Sections:~~**

~~13.21.010 - Findings.~~

~~13.21.020 - Actionable practices.~~

~~13.21.030 - Actionable depiction defined.~~

~~13.21.040 - Remedies.~~

~~13.21.050 - Defenses.~~

~~13.21.060 - Severability.~~

~~13.21.070 - Limitation of action.~~

~~13.21.080 - Operative date.~~

**~~13.21.010 - Findings.~~**

~~The board of supervisors finds, based upon the evidence, testimony and recommendations it has received from the commission for women, that graphic depictions of sexual violence and sexual abuse are socially valueless images and not a part of any contribution to the exposition of ideas and that such depictions portray human behavior which, taken as a whole, lacks serious artistic, political or scientific value, and that such depictions discriminate against all persons so depicted in that they promote bigotry and contempt; foster acts of aggression; diminish opportunities for equality of rights in employment, education, property, public accommodations and public services; create public and private harassment, persecution and denigration; promote injury and degradation such as rape, battery, child sexual abuse, and prostitution; inhibit just enforcement of laws against these acts; contribute significantly to restricting such persons from full exercise of citizenship and participation in public life; damage relations between the sexes; and differentially affect and undermine such persons' equal exercise of rights to speech and action guaranteed to all citizens under the Constitutions and laws of the United States, the state of California and the county of Los Angeles.~~

~~(Ord. 85-0122 § 1 (part), 1985.)~~

**~~13.21.020 - Actionable practices.~~**

- ~~A. Coercion in Making Actionable Depictions. It is a violation of this chapter to coerce, intimidate or fraudulently induce (hereafter, "coerce") any person into performing an actionable depiction. The maker, seller, exhibitor or distributor of such actionable depiction may be sued for damages by any person so coerced.~~
- ~~B. Coerced Viewing of Actionable Depictions. It is a violation of this chapter to coerce any person to view any actionable depiction. The person so coerced may sue the perpetrator for damages.~~
- ~~C. Assault or Physical Attack Due to Actionable Depictions. An assault, physical attack or injury to any person, caused by a specific actionable depiction, shall give rise to a civil cause of action against the maker, distributor, seller or exhibitor of the actionable depiction.~~

~~(Ord. 85-0122 § 1 (part), 1985.)~~

Title 13 - PUBLIC PEACE, MORALS AND WELFARE  
Division 3 - OFFENSES AGAINST PUBLIC DECENCY

Chapter 13.21 - VIOLENT SEX ACTS AND SEX ABUSE

**13.21.030 - Actionable depiction defined.**

~~"Actionable depiction," as that term is used in this chapter, means graphic pictorial representations of sexual violence or sexual abuse of human beings which include one or more of the following:~~

- ~~A. Human beings presented as objects who enjoy or desire sexual violence, sexual injury or torture;~~
- ~~B. Human beings presented as objects who deserve or experience sexual pleasure in rape;~~
- ~~C. Human beings presented as sexual objects who deserve or experience sexual pleasure in mutilation or physical injury;~~
- ~~D. Human beings presented being sexually penetrated by dangerous objects or by animals.~~

~~(Ord. 85-0122 § 1 (part), 1985.)~~

**13.21.040 - Remedies.**

~~No criminal penalties shall attach for any violation of the provisions of this chapter. The measure of damages for a violation of this chapter is the amount which will compensate for all the detriment proximately caused thereby, and in addition may include punitive damages and attorney's fees.~~

~~(Ord. 85-0122 § 1 (part), 1985.)~~

**13.21.050 - Defenses.**

- ~~A. No damages shall be recoverable against any person for an actionable depiction, unless it is proven by a preponderance of the evidence that the person knew, or in the exercise of reasonable care should have known, that the depiction was a violation of this chapter.~~
- ~~B. In actions under this chapter, no damages shall be recoverable against any person for any act prohibited by Section 13.21.020 of this chapter which occurred prior to the effective date of the ordinance codified in this chapter.~~
- ~~C. The provisions of this chapter shall not apply to legitimate medical, scientific, artistic or educational activities, or to the activities of law enforcement and prosecuting agencies in the investigation and prosecution of criminal offenses.~~

~~(Ord. 85-0122 § 1 (part), 1985.)~~

**13.21.060 - Severability.**

~~Should any part of the ordinance codified in this chapter be found legally invalid, the remaining part or parts shall remain valid. A judicial declaration that any part of said ordinance cannot be applied validly in a particular manner or to a particular case or category of cases shall not affect the validity of the part as otherwise applied, unless such other application would clearly frustrate the board's intent in adopting the ordinance.~~

~~(Ord. 85-0122 § 1 (part), 1985.)~~

**13.21.070 - Limitation of action.**

~~Actions under this chapter must be filed within one year of the accrual of the cause of action.~~

~~(Ord. 85-0122 § 1 (part), 1985.)~~

Title 13 - PUBLIC PEACE, MORALS AND WELFARE  
Division 3 - OFFENSES AGAINST PUBLIC DECENCY

Chapter 13.21 - VIOLENT SEX ACTS AND SEX ABUSE

**~~13.21.080 - Operative date.~~**

~~The ordinance codified in this chapter shall become operative upon the enactment of legislation authorizing such an ordinance.~~

~~(Ord. 85-0122 § 1 (part), 1985.)~~

Title 13 - PUBLIC PEACE, MORALS AND WELFARE  
Division 3 - OFFENSES AGAINST PUBLIC DECENCY

Chapter 13.22 - NUDE PERFORMERS AND WAITERS

**Chapter 13.22 - INDECENT EXPOSURE/NUDE PERFORMERS AND WAITERS<sup>49</sup>**

**Parts:**

Part 1 - INDECENT EXPOSURE

Part 2 - FEMALE PERFORMERS AND WAITRESSES

Title 13 - PUBLIC PEACE, MORALS AND WELFARE  
Division 3 - OFFENSES AGAINST PUBLIC DECENCY  
Chapter 13.22 - NUDE PERFORMERS AND WAITERS

Part 1 - INDECENT EXPOSURE

**Part 1 - INDECENT EXPOSURE**

**Sections:**

~~13.22.010 - Statutory authority for Part 1 provisions—Definitions.~~

~~13.22.020 - Acts constituting misdemeanors designated.~~

~~13.22.030 - Exceptions to Part 1 applicability.~~

~~13.22.040 - Violation—Penalty.~~

~~13.22.050 - Severability.~~

**13.22.010 - Statutory authority for Part 1 provisions—Definitions.**

The ordinance codified in this Part 1 is adopted pursuant to Sections 318.5 and 318.6 of the Penal Code. All words used in this Part 1 which also are used in said Sections 318.5 and 318.6 are used in the same sense and mean the same as the same respective words used in the said Sections 318.5 and 318.6 of the Penal Code.

~~(Ord. 9884 § 1, 1969.)~~

**13.22.020 - Acts constituting misdemeanors designated.**

Every person is guilty of a misdemeanor who:

- A. Exposes his or her private parts or buttocks or employs any device or covering which is intended to simulate the private parts or pubic hair while participating in any live act, demonstration or exhibition in any public place, place open to the public or place open to public view, or while serving food or drink or both to any customer; or
- B. Permits, procures or assists any person to so expose himself or herself, or to employ any such device.

~~(Ord. 9884 § 3, 1969.)~~

**13.22.030 - Exceptions to Part 1 applicability.**

This Part 1 does not apply to:

- A. A theater, concert hall or similar establishment which is primarily devoted to theatrical performances;
- B. Any act authorized or prohibited by any state statute.

~~(Ord. 9884 § 4, 1969.)~~

**13.22.040 - Violation—Penalty.**

A violation of this Part 1 is punishable by a fine not exceeding ~~\$500.00~~ \$1000.00 or by imprisonment in the County Jail for not exceeding six months, or by both such fine and imprisonment.

Title 13 - PUBLIC PEACE, MORALS AND WELFARE  
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Part 1 - INDECENT EXPOSURE

~~(Ord. 9884 § 12, 1969.)~~

**13.22.050 - Severability.**

If any provision or clause of this Part 1 or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of this Part 1 which can be given effect without the invalid provision or application, and to this end the provisions of this Part 1 are declared to be severable.

~~(Ord. 9884 § 11, 1969.)~~

Title 13 - PUBLIC PEACE, MORALS AND WELFARE  
Division 3 - OFFENSES AGAINST PUBLIC DECENCY  
Chapter 13.22 - NUDE PERFORMERS AND WAITERS

Part 2 - FEMALE PERFORMERS AND WAITRESSES

***Part 2 - FEMALE PERFORMERS AND WAITRESSES***

**Sections:**

~~13.22.060 - Statutory authority for Part 2 provisions—Definitions.~~

~~13.22.070 - Acts constituting misdemeanors designated.~~

~~13.22.080 - Counseling or assisting prohibited acts deemed misdemeanor.~~

~~13.22.090 - Exceptions to Part 2 applicability.~~

~~13.22.100 - Violation—Penalty.~~

~~13.22.110 - Severability.~~

**13.22.060 - Statutory authority for Part 2 provisions—Definitions.**

The ordinance codified in this Part 2 is adopted pursuant to Sections 318.5 and 318.6 of the Penal Code. All words used in this Part 2, which also are used in the said Sections 318.5 and 318.6, are used in the same sense and mean the same as the same respective words used in the said Sections 318.5 and 318.6 of the Penal Code.

~~(Ord. 9885 § 1, 1969.)~~

**13.22.070 - Acts constituting misdemeanors designated.**

Every female is guilty of a misdemeanor who, while participating in any live act, demonstration or exhibition in any public place, place open to the public or place open to public view, or while serving food or drink or both to any customer:

- A. Exposes any portion of either breast below a straight line so drawn that both nipples, and all portions of both breasts which have a different pigmentation than that of the main portion of the breasts, are below such straight line; or
- B. Employs any device or covering which is intended to simulate such portions of the breast; or
- C. Wears any type of clothing so that any portion of such part of the breast may be observed.

~~(Ord. 9885 § 3, 1969.)~~

**13.22.080 - Counseling or assisting prohibited acts deemed misdemeanor.**

Every person is guilty of a misdemeanor who permits, counsels or assists any person to violate any provision of this Part 2.

~~(Ord. 9885 § 4, 1969.)~~

**13.22.090 - Exceptions to Part 2 applicability.**

This Part 2 does not apply to:

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Part 2 - FEMALE PERFORMERS AND WAITRESSES

- A. A theater, concert hall or similar establishment which is primarily devoted to theatrical performances;
- B. Any act authorized or prohibited by any state statute.

(Ord. 9885 § 5, 1969.)

**13.22.100 - Violation—Penalty.**

A violation of this Part 2 is punishable by a fine not exceeding ~~\$500.00~~ \$1000.00 or by imprisonment in the County Jail for not exceeding six months, or by both such fine and imprisonment.

(Ord. 9885 § 12, 1969.)

**13.22.110 - Severability.**

If any provision or clause of this Part 2 or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of this Part 2 which can be given effect without the invalid provision or application, and to this end the provisions of this Part 2 are declared to be severable.

(Ord. 9885 § 11, 1969.)

Title 13 - PUBLIC PEACE, MORALS AND WELFARE  
Division 3 - OFFENSES AGAINST PUBLIC DECENCY

Chapter 13.24 - NUDITY AT BEACHES

**~~Chapter 13.24 - NUDITY AT BEACHES~~<sup>24</sup>**

**Parts:**

Part 1 - STATE BEACH AT POINT DUME

Part 2 - MALIBU

Title 13 - PUBLIC PEACE, MORALS AND WELFARE  
Division 3 - OFFENSES AGAINST PUBLIC DECENCY  
Chapter 13.24 - NUDITY AT BEACHES

Part 1 - STATE BEACH AT POINT DUME

**~~Part 1 - STATE BEACH AT POINT DUME~~**

**Sections:**

~~13.24.010 - Nudity and disrobing prohibited where.~~

~~13.24.020 - Applicable beach designated.~~

~~13.24.030 - Exception - Children under 10.~~

~~13.24.040 - Exception - Theatrical performances in designated places.~~

~~13.24.050 - Violation - Penalty.~~

**13.24.010 - Nudity and disrobing prohibited where.**

No person shall appear, bathe, sunbathe, walk, change clothes, disrobe or be on the beach described in Section 13.24.020 in such a manner that the genitals, vulva, pubis, pubic symphysis, pubic hair, buttocks, natal cleft, perineum, anus, anal region or pubic hair region of any person, or any portion of the breast at or below the upper edge of the areola thereof of any female person, is exposed to public view, except in those portions of a comfort station, if any, expressly set aside for such purpose.

(Ord. 12129 § 1, 1980.)

**13.24.020 - Applicable beach designated.**

This Part 1 shall apply to the beach legally described as:

~~That portion of the Pacific Ocean beach in the county of Los Angeles, state of California bounded westerly by the westerly line of Lot 96 in Tract No. 13619 as shown on map recorded in Map Book 282, pages 26 to 28, inclusive, records of said county, and its southerly prolongation, and bounded northeasterly by the northeasterly line of Lot 2 of Record of Survey filed in Book 57, pages 47 to 50 inclusive, of Record of Surveys of the county, and its southeasterly prolongation.~~

(Ord. 12129 § 2, 1980.)

**13.24.030 - Exception - Children under 10.**

~~This Part 1 shall not apply to persons under the age of 10 years, provided such children are sufficiently clothed to conform to accepted community standards.~~

(Ord. 12129 § 3, 1980.)

**13.24.040 - Exception - Theatrical performances in designated places.**

~~This Part 1 shall not apply to persons engaged in a live theatrical performance in a theater, concert hall or similar establishment which is primarily devoted to theatrical performances.~~

(Ord. 12129 § 4, 1980.)

Title 13 - PUBLIC PEACE, MORALS AND WELFARE  
Division 3 - OFFENSES AGAINST PUBLIC DECENCY  
Chapter 13.24 - NUDITY AT BEACHES

Part 1 - STATE BEACH AT POINT DUME

**~~13.24.050 - Violation - Penalty.~~**

~~Any person violating the provisions of this Part 1 is guilty of a misdemeanor punishable by a fine of not exceeding \$500.00 or by imprisonment in the County Jail for a period of not exceeding six months, or by both such fine and imprisonment.~~

~~(Ord. 12129 § 5, 1980.)~~

Title 13 - PUBLIC PEACE, MORALS AND WELFARE  
Division 3 - OFFENSES AGAINST PUBLIC DECENCY  
Chapter 13.24 - NUDITY AT BEACHES

Part 2 - MALIBU

***Part 2 - MALIBU***

**Articles:**

~~Article 1 - RIVIERA SECTION~~

~~Article 2 - PRIVATE BEACHES~~

Title 13 - PUBLIC PEACE, MORALS AND WELFARE  
Division 3 - OFFENSES AGAINST PUBLIC DECENCY  
Chapter 13.24 - NUDITY AT BEACHES  
Part 2 - MALIBU

Article 1 - RIVIERA SECTION

Article 1 - RIVIERA SECTION

**Sections:**

~~13.24.060 - Nudity and disrobing prohibited where.~~

~~13.24.070 - Applicable beach designated.~~

~~13.24.080 - Exception - Children under 10.~~

~~13.24.090 - Exception - Theatrical performances in designated places.~~

~~13.24.100 - Violation - Penalty.~~

**13.24.060 - Nudity and disrobing prohibited where.**

~~No person shall appear, bathe, sunbathe, walk, change clothes, disrobe or be on the beach described in Section 13.24.070 in such a manner that the genitals, vulva, pubis, pubic symphysis, pubic hair, buttocks, natal cleft, perineum, anus, anal region or pubic hair region of any person, or any portion of the breast at or below the upper edge of the areola thereof of any female person, is exposed to public view, except in those portions of a comfort station, if any, expressly set aside for such purpose.~~

~~(Ord. 12130 § 1, 1980.)~~

**13.24.070 - Applicable beach designated.**

~~This Article 1 shall apply to the beach legally described as:~~

~~That portion of the Pacific Ocean beach in the county of Los Angeles, state of California, bounded southwesterly by the northeasterly line of Lot 2 of Record of Survey filed in Book 57, pages 47 to 50 inclusive, of Record of Surveys of said county, and its southeasterly prolongation and bounded northeasterly by the northeasterly line of Lot 51 of Tract No. 12778 as shown on map recorded in Map Book 262, pages 41 to 43 inclusive, records of said county.~~

~~(Ord. 12130 § 2, 1980.)~~

**13.24.080 - Exception - Children under 10.**

~~This Article 1 shall not apply to persons under the age of 10 years, provided such children are sufficiently clothed to conform to accepted community standards.~~

~~(Ord. 12130 § 3, 1980.)~~

**13.24.090 - Exception - Theatrical performances in designated places.**

~~This Article 1 shall not apply to persons engaged in a live theatrical performance in a theater, concert hall or similar establishment which is primarily devoted to theatrical performances.~~

~~(Ord. 12130 § 4, 1980.)~~

Title 13 - PUBLIC PEACE, MORALS AND WELFARE  
Division 3 - OFFENSES AGAINST PUBLIC DECENCY  
Chapter 13.24 - NUDITY AT BEACHES  
Part 2 - MALIBU

Article 1 - RIVIERA SECTION

**~~13.24.100 - Violation - Penalty.~~**

~~Any person violating the provisions of this Article 1 is guilty of a misdemeanor punishable by a fine of not exceeding \$500.00 or by imprisonment in the County Jail for a period of not exceeding six months, or by both such fine and imprisonment.~~

~~(Ord. 12130 § 5, 1980.)~~

Title 13 - PUBLIC PEACE, MORALS AND WELFARE  
Division 3 - OFFENSES AGAINST PUBLIC DECENCY  
Chapter 13.24 - NUDITY AT BEACHES  
Part 2 - MALIBU

Article 2 - PRIVATE BEACHES

~~Article 2 - PRIVATE BEACHES~~

**Sections:**

~~13.24.110 - Nudity and disrobing prohibited where.~~

~~13.24.120 - Applicable beach designated.~~

~~13.24.130 - Exception - Children under 10.~~

~~13.24.140 - Exception - Theatrical performances in designated places.~~

~~13.24.150 - Violation - Penalty.~~

**~~13.24.110 - Nudity and disrobing prohibited where.~~**

~~No person shall appear, bathe, sunbathe, walk, change clothes, disrobe or be on the beach described in Section 13.24.120 in such a manner that the genitals, vulva, pubis, pubic symphysis, pubic hair, buttocks, natal cleft, perineum, anus, anal region, or pubic hair region of any person, or any portion of the breast at or below the upper edge of the areola thereof of any female person is exposed to public view, except in those portions of a comfort station, if any, expressly set aside for such purpose.~~

~~(Ord. 12212 § 1, 1980.)~~

**~~13.24.120 - Applicable beach designated.~~**

~~This Article 2 shall apply to the beach legally described as:~~

~~That portion of the Pacific Ocean beach, in the county of Los Angeles, state of California, bounded southwesterly by the northerly line of Lot 51 of Tract No. 12778 as shown on map recorded in Map Book 262, pages 41 to 43 inclusive, records of said county, and its southeasterly prolongation, and bounded northeasterly by a line bearing South 30 degrees 24 feet 30 inches East from a point on the centerline of the 80 foot right of way described in deed to the state of California recorded in Book 15228, Page 342 of Official Records of said county, distant South 64 degrees 24 feet 55 inches West 912.52 feet from the northeasterly extremity of the centerline course described in said deed to the state of California, as "North 64 degrees 24 feet 55 inches East 3462.31 feet."~~

~~(Ord. 12212 § 2, 1980.)~~

**~~13.24.130 - Exception - Children under 10.~~**

~~This Article 2 shall not apply to persons under the age of 10 years, provided such children are sufficiently clothed to conform to accepted community standards.~~

~~(Ord. 12212 § 3, 1980.)~~

Title 13 - PUBLIC PEACE, MORALS AND WELFARE  
Division 3 - OFFENSES AGAINST PUBLIC DECENCY  
Chapter 13.24 - NUDITY AT BEACHES  
Part 2 - MALIBU

Article 2 - PRIVATE BEACHES

**~~13.24.140 - Exception—Theatrical performances in designated places.~~**

~~This Article 2 shall not apply to persons engaged in a live theatrical performance in a theater, concert hall or similar establishment which is primarily devoted to theatrical performances.~~

~~(Ord. 12212 § 4, 1980.)~~

**~~13.24.150 - Violation—Penalty.~~**

~~Any person violating the provisions of this Article 2 is guilty of a misdemeanor punishable by a fine of not exceeding \$500.00 or by imprisonment in the County Jail for a period of not exceeding six months, or by both such fine and imprisonment.~~

~~(Ord. 12212 § 5, 1980.)~~

Chapter 13.26 - PUBLIC RESTROOMS

**Chapter 13.26 - PUBLIC RESTROOMS**

**Sections:**

~~13.26.010 - Public restroom defined.~~

~~13.26.020 - Entering restroom marked for use by opposite sex prohibited.~~

~~13.26.030 - Sign requirements.~~

~~13.26.040 - Exceptions to chapter applicability.~~

~~13.26.050 - Violation - Penalty.~~

~~13.26.060 - Severability.~~

**13.26.010 - Public restroom defined.**

A "public restroom" is defined as any structure or facility situated on public or private property equipped with toilets, urinals or washbowls, or other similar facilities, erected and maintained for use by members of the general public for personal hygiene and comfort.

(Ord. 11480 § 1, 1977.)

**13.26.020 - Entering restroom marked for use by opposite sex prohibited.**

- A. No male shall knowingly enter a public restroom marked for the use of females.
- B. No female shall knowingly enter a public restroom marked for the use of males.

(Ord. 11480 § 2, 1977.)

**13.26.030 - Sign requirements.**

All public restrooms maintained for the exclusive use of either males or females shall be marked in a manner so as to give appropriate notice to members of the public that the facility is for the exclusive use of males or females. The markings or signs may be written in the English language or may be of other customary design giving reasonable notice of the exclusive use of that facility.

(Ord. 11480 § 3, 1977.)

**13.26.040 - Exceptions to chapter applicability.**

- A. This chapter shall not apply to those restrooms within the county that are designed, erected and maintained so as to accommodate only one person at a time and are equipped with an appropriate locking device so as to preclude multiple use.
- B. Section 13.26.020 of this chapter shall not apply to minors under the age of seven years when accompanied by a responsible adult charged with the care of such minor, any person employed to perform janitorial or maintenance duties in public restrooms, or any public officer while in the performance of his official duties.

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Division 3 - OFFENSES AGAINST PUBLIC DECENCY

Chapter 13.26 - PUBLIC RESTROOMS

- C. Section 13.52.020 of this chapter shall not apply to ~~physically or mentally handicapped~~ persons with a disability or to those assisting such persons.

~~(Ord. 11480 § 4, 1977.)~~

**13.26.050 - Violation—Penalty.**

Violation of this chapter shall be deemed a misdemeanor punishable by a fine not to exceed ~~\$500.00~~ \$1000.00 or a term in the County Jail not to exceed six months, or by both such fine and imprisonment.

~~(Ord. 11480 § 5, 1977.)~~

**13.26.060 - Severability.**

If any provision of this chapter or the application thereof to any person or circumstance is held invalid, the remainder of the chapter and the application of such provision to other persons or circumstances shall not be affected thereby.

~~(Ord. 11480 § 6, 1977.)~~

Chapter 13.28 - USE OF WHITE CANES FOR BLIND PERSONS

**Chapter 13.28 - USE OF WHITE CANES FOR BLIND PERSONS**

**Sections:**

~~13.28.010 - Use of white canes for blind persons—Restrictions.~~

~~13.28.020 - Vehicles to stop for persons with white canes.~~

~~13.28.030 - Unauthorized use of white cane or failure to stop prohibited—Penalty.~~

**13.28.010 - Use of white canes for blind persons—Restrictions.**

For the purpose of guarding against accidents in traffic on the public thoroughfares, it is unlawful for any person, except persons wholly or ~~partially~~ blind or with functionally low vision, permanent uncorrectable vision loss that interferes with daily activities, to carry or use on the roads, highways and public places in the ~~unincorporated territory of the county of Los Angeles~~ City of Calabasas, any canes or walking sticks which are white in color, or white with red end or bottom. Such canes or walking sticks must be used on the roads, highways and other public places of the county by persons wholly or partially blind, as a means of protecting them and for the purpose of identifying them by drivers of vehicles, operators or motor-driven vehicles and other pedestrians with whom they come in contact on such roads, highways and public places.

(Ord. 2294 § 1, 1933.)

**13.28.020 - Vehicles to stop for persons with white canes.**

Any driver of a vehicle, operator of a motor-driven vehicle, or pedestrian who is not wholly or ~~partially~~ blind or with functionally low vision, permanent uncorrectable vision loss that interferes with daily activities who approaches or comes in contact with a person ~~wholly or partially blind~~ with functionally low vision, permanent uncorrectable vision loss that interferes with daily activities, carrying a cane or walking stick white in color, or white with red end, shall immediately come to a full stop and take such precautions before proceeding as may be necessary to avoid accident or injury to the person so carrying a white cane or walking stick.

(Ord. 2294 § 2, 1933.)

**13.28.030 - Unauthorized use of white cane or failure to stop prohibited—Penalty.**

Any person, other than a person wholly or ~~partially~~ blind or with functionally low vision, permanent uncorrectable vision loss that interferes with daily activities, who shall carry such a cane or walking stick such as is described in Section 13.56.010 of this chapter, contrary to the provisions of this chapter, or who fails to heed the approach of a person so carrying such a white cane or walking stick, or one white with red end, or who fails to come to a stop upon approaching or coming in contact with a person so carrying such a cane or walking stick, or who fails to take precautions against accident or injury to such a person after coming to a stop as provided for herein, shall be guilty of an infraction, ~~which is punishable by a fine not exceeding \$250.00.~~ punishable as set forth in CMC Section 1.16.020B.

(Ord. 83-0066 § 96, 1983; Ord. 2294 § 3, 1933.)

Title 13 - PUBLIC PEACE, MORALS AND WELFARE  
Division 3 - OFFENSES AGAINST PUBLIC DECENCY

Chapter 13.30 - JUMPING OR DIVING FROM PIERS OR WHARVES

~~Chapter 13.30 - JUMPING OR DIVING FROM PIERS OR WHARVES<sup>23</sup>~~

~~Sections:~~

~~13.30.010 - Acts prohibited when sign is posted - Exceptions.~~

~~13.30.020 - Peace officers and lifeguards exempt when.~~

~~13.30.030 - Violation - Penalty.~~

~~13.30.010 - Acts prohibited when sign is posted - Exceptions.~~

~~If on any pier or wharf in the unincorporated territory of this county there is posted thereon in a conspicuous place, readily observable to all persons on such pier or wharf a substantial sign of wood or metal or other equally substantial material, the face of which is not less than one square foot in area, upon which, in legible letters not less than two inches in height, either black against a white background or white against a black background, appear the words "DIVING OR JUMPING FROM THIS PIER (or WHARF) PROHIBITED," a person shall not jump or dive or throw himself from such pier or wharf unless such action is immediately, then and there, incident to or required in the actual saving or actual attempt to save any other person from drowning, injury or other imminent peril.~~

~~(Ord. 8657 § 1, 1964.)~~

~~13.30.020 - Peace officers and lifeguards exempt when.~~

~~This chapter does not apply to any peace officer or lifeguard while in the performance of his official duties.~~

~~(Ord. 8657 § 2, 1964.)~~

~~13.30.030 - Violation - Penalty.~~

~~Violation of this chapter is an infraction punishable by:~~

- ~~A. A fine not exceeding \$50.00 for a first violation;~~
- ~~B. A fine not exceeding \$100.00 for a second violation within one year;~~
- ~~C. A fine not exceeding \$250.00 for each additional violation within one year.~~

~~(Ord. 12264 § 11, 1980; Ord. 8657 § 3, 1964.)~~

Chapter 13.34 - LOOKOUTS FOR CRIMINAL ACTIVITIES

**Chapter 13.34 - LOOKOUTS FOR CRIMINAL ACTIVITIES**

**Sections:**

~~13.34.010 - Lookouts for illegal activities prohibited.~~

~~13.34.020 - Signaling approach of police prohibited when.~~

~~13.34.030 - Exception—Acts covered by other law.~~

~~13.34.040 - Violation—Penalty.~~

~~13.34.050 - Severability.~~

**13.34.010 - Lookouts for illegal activities prohibited.**

Every person who acts as a guard or lookout for any building, premises or establishment used for gambling, prostitution or any other form of vice or illegal act, or where alcoholic beverages are illegally kept, sold or purchased, or for any person soliciting, offering or engaging in prostitution, gambling or any other form of vice or illegal act, is guilty of a misdemeanor.

(Ord. 4262 § 1, 1943.)

**~~13.34.020 - Signaling approach of police prohibited when.~~**

~~Every person who gives any signal intended to or calculated to warn or give warning of the approach of any peace officer to any person in or about any building or premises or places mentioned in Section 13.34.010 of this chapter is guilty of a misdemeanor.~~

~~(Ord. 4262 § 2, 1943.)~~

**13.34.030 - Exception—Acts covered by other law.**

The prohibitions of this chapter do not apply to any action either positively permitted or prohibited by constitutional provision or by general law.

(Ord. 4262 § 6, 1943.)

**13.34.040 - Violation—Penalty.**

Every violation of this chapter is a misdemeanor punishable by imprisonment in the County Jail for not more than six months or by a fine of not more than ~~\$500.00~~ \$1000.00, or by both such fine and imprisonment.

(Ord. 4262 § 8, 1943.)

Title 13 - PUBLIC PEACE, MORALS AND WELFARE  
Division 3 - OFFENSES AGAINST PUBLIC DECENCY

Chapter 13.34 - LOOKOUTS FOR CRIMINAL ACTIVITIES

**13.34.050 - Severability.**

If any provision of the ordinance codified in this chapter, or the application thereof to any person or circumstance is held invalid, the remainder of the ordinance and the application of such provision to other persons or circumstances shall not be affected thereby.

(Ord. 4262 § 7, 1943.)

Title 13 - PUBLIC PEACE, MORALS AND WELFARE

Division 4 - OFFENSES AGAINST PUBLIC PEACE

**Division 4 - OFFENSES AGAINST PUBLIC PEACE**

**Chapters:**

Chapter 13.38 - LITTERING, LOITERING AND OTHER OBSTRUCTIONS

Chapter 13.40 - NOISY STREET HAWKING AND ADVERTISING

Chapter 13.41 - CHARGING ADMISSION TO PARTIES

Chapter 13.42 - RECOVERY OF COSTS RELATED TO UNLAWFUL ASSEMBLIES AND DISTURBANCES OF THE PEACE

Chapter 13.43 - PICKETING PRIVATE RESIDENCES

Chapter 13.44 - LOITERING BY CRIMINAL STREET GANGS

Chapter 13.45 - LOUD, UNNECESSARY AND UNUSUAL NOISE

Chapter 13.46 - SPECTATORS AT ILLEGAL MOTOR VEHICLE SPEED CONTESTS AND EXHIBITIONS OF SPEED

Title 13 - PUBLIC PEACE, MORALS AND WELFARE  
Division 4 - OFFENSES AGAINST PUBLIC PEACE

Chapter 13.38 - LITTERING, LOITERING AND OTHER OBSTRUCTIONS

**Chapter 13.38 - LITTERING, LOITERING AND OTHER OBSTRUCTIONS**

**Parts:**

~~Part 5 - FLOWING MUD OR OIL ONTO HIGHWAYS~~

~~Part 6 - PEDDLING ON HIGHWAYS~~

~~Part 7 - FENCE AND GATE OBSTRUCTIONS~~

Title 13 - PUBLIC PEACE, MORALS AND WELFARE  
Division 4 - OFFENSES AGAINST PUBLIC PEACE  
Chapter 13.38 - LITTERING, LOITERING AND OTHER OBSTRUCTIONS

Part 5 - FLOWING MUD OR OIL ONTO HIGHWAYS

~~**Part 5 - FLOWING MUD OR OIL ONTO HIGHWAYS**~~

~~**Sections:**~~

~~13.38.150 - Permitting certain substances to flow onto highways or into drainage channels prohibited.~~

~~13.38.160 - Violation - Penalty.~~

~~**13.38.150 - Permitting certain substances to flow onto highways or into drainage channels prohibited.**~~

~~It is unlawful for any person, firm or corporation to deposit, turn, drain or divert into or upon any public highway, drainage ditch, storm drain or flood control channel owned or controlled by any public agency within the county of Los Angeles, any mud, rotary mud, sand, water, oil or liquid of petroleum content, or in any manner permit, by seepage, overflow or otherwise, any such mud, rotary mud, sand, water, oil or liquid of petroleum content to escape from any property owned, leased or controlled by such person, firm or corporation, and to flow into or upon any such public highway, drainage ditch, storm drain or flood control channel within the county of Los Angeles.~~

~~(Ord. 1028 § 1, 1924.)~~

~~**13.38.160 - Violation - Penalty.**~~

~~Any person, firm or corporation violating any of the provisions of Part 5 of Chapter 13.38 is guilty of an infraction, which is punishable by a fine not exceeding \$250.00.~~

~~(Ord. 83-0066 § 97, 1983; Ord. 1028 § 3, 1924.)~~

Title 13 - PUBLIC PEACE, MORALS AND WELFARE  
Division 4 - OFFENSES AGAINST PUBLIC PEACE  
Chapter 13.38 - LITTERING, LOITERING AND OTHER OBSTRUCTIONS

Part 6 - PEDDLING ON HIGHWAYS

**Part 6 - PEDDLING ON HIGHWAYS**

**Sections:**

~~13.38.170 - Peddling on highways—Location restrictions.~~

~~13.38.180 - Violation—Penalty.~~

**13.38.170 - Peddling on highways—Location restrictions.**

It is unlawful for any person engaged in the business of peddling or selling liquids or edibles for human consumption from wagons or other vehicles, or any traveling merchant, hawkster or peddler of goods, wares or merchandise who uses a wagon or other vehicle ~~and who holds a license to engage in any said business in the county of Los Angeles under Title 7 of this code, to carry on or conduct any said business upon any portion of Mulholland Highway, Old Topanga Canyon Road or Las Virgenes Road within the a public highway located within any canyon or within any mountainous section of the county of Los Angeles City of Calabasas, or adjacent to any portion of any said public highway located as above mentioned,~~ except that any said business may be carried on at a place adjacent to a portion of a public highway located as above specified where there is sufficient parking space at said place off the highway to accommodate at least 10 vehicles of persons who may stop for the purpose of making purchases from any person conducting any business abovementioned.

(Ord. 694 § 1, 1921.)

**13.38.180 - Violation—Penalty.**

Violation of ~~Part 6 of this Chapter 13.38~~ Section 13.38.170 is an infraction, punishable by: as set forth in CMC Section 1.16.020B.

- A. ~~A fine not exceeding \$50.00 for a first violation;~~
- B. ~~A fine not exceeding \$100.00 for a second violation within one year;~~
- C. ~~A fine not exceeding \$250.00 for each additional violation within one year.~~

(Ord. 12264 § 4, 1980; Ord. 694 § 2, 1921.)

Title 13 - PUBLIC PEACE, MORALS AND WELFARE  
Division 4 - OFFENSES AGAINST PUBLIC PEACE  
Chapter 13.38 - LITTERING, LOITERING AND OTHER OBSTRUCTIONS

Part 7 - FENCE AND GATE OBSTRUCTIONS

***Part 7 - FENCE AND GATE OBSTRUCTIONS***

**Sections:**

~~13.38.190 - Gates opening outward over highways—Construction and maintenance prohibited.~~

~~13.38.200 - Gates opening outward over highways—Permitting prohibited.~~

~~13.38.210 - Violation—Penalty.~~

**13.38.190 - Gates opening outward over highways—Construction and maintenance prohibited.**

It is unlawful to construct or maintain any gate in any fence in such manner that such gate may be opened outward over any portion of any public highway open for either pedestrian or vehicular traffic.

(Ord. 3302 § 1, 1939.)

**13.38.200 - Gates opening outward over highways—Permitting prohibited.**

It is unlawful to cause or permit any gate in any fence to be or remain opened outward over any portion of any public highway open for either pedestrian or vehicular traffic.

(Ord. 3302 § 2, 1939.)

**13.38.210 - Violation—Penalty.**

Violation of Section 13.38.190 or Section 13.38.200 is an infraction, Part 7 of this Chapter 13.38 is an infraction, punishable by: punishable as set forth in CMC Section 1.16.020B.

- A. ~~A fine not exceeding \$50.00 for a first violation;~~
- B. ~~A fine not exceeding \$100.00 for a second violation within one year;~~
- C. ~~A fine not exceeding \$250.00 for each additional violation within one year.~~

(Ord. 12264 § 7, 1980; Ord. 3302 § 3, 1939.)

Chapter 13.40 - NOISY STREET HAWKING AND ADVERTISING

**Chapter 13.40 - NOISY STREET HAWKING AND ADVERTISING**

**Sections:**

~~13.40.010 - Noisy hawking and advertising prohibited where.~~

~~13.40.020 - Violation—Penalty.~~

~~13.40.030 - Severability.~~

**13.40.010 - Noisy hawking and advertising prohibited where.**

A person shall not, upon any highway or sidewalk, or in any doorway or entrance to any building opening into any such highway or sidewalk not set back at least 10 feet from the front property line, make any loud or raucous noise by using any loudspeaker, blowing any bugle, horn or trumpet, or by beating any drum, or ringing any bell, or in any other manner, for the purpose of advertising, announcing or calling attention to any goods, wares or merchandise, or for the purpose of advertising, announcing or calling attention to any show, exhibition, entertainment or event.

~~(Ord. 5516 § 1, 1950.)~~

**13.40.020 - Violation—Penalty.**

Any person violating any of the provisions of this chapter is guilty of an infraction, ~~which is punishable by a fine not exceeding \$250.00.~~ as set forth in CMC Section 1.16.020B.

~~(Ord. 83-0066 § 98, 1983; Ord. 5516 § 3, 1950.)~~

**13.40.030 - Severability.**

If any portion of the ordinance codified in this chapter or the application thereof to any person or circumstance is held invalid, the remainder of the ordinance and the application of such provision to other persons or circumstances shall not be affected thereby.

~~(Ord. 5516 § 2, 1950.)~~

Chapter 13.41 - CHARGING ADMISSION TO PARTIES

**Chapter 13.41 - CHARGING ADMISSION TO PARTIES**

**Sections:**

~~13.41.010 - Definitions.~~

~~13.41.020 - Charging admission to parties in residential zones prohibited.~~

~~13.41.030 - Violation - Penalty.~~

**~~13.41.010 - Definitions.~~**

As used in this chapter:

- A. ~~"Charge admission" means the demand and receipt of a tangible benefit, monetary or otherwise, which is a motivating influence for admission to the party. The customary courtesies and clearly noncommercial activity such as gifts by guests, sharing of expenses for dinner and beverages, or reciprocal hospitality, shall not be considered to be charge for admission. "Charge admission" does not include a donation for a political, charitable or religious purpose.~~
- B. ~~"Party" means a group of persons meeting together for social, recreational or amusement purposes.~~
- C. ~~"Residential zone" means residential zones as defined in Section 22.20.010 of this code.~~

~~(Ord. 82-0082 § 1 (part), 1982.)~~

**~~13.41.020 - Charging admission to parties in residential zones prohibited.~~**

~~It is unlawful to charge admission to any party conducted in a residential zone.~~

~~(Ord. 82-0082 § 1 (part), 1982.)~~

**~~13.41.030 - Violation - Penalty.~~**

~~Violation of this chapter is punishable by a fine not to exceed \$500.00 or by imprisonment in the County Jail for not to exceed six months, or by both such fine and imprisonment.~~

~~(Ord. 82-0082 § 1 (part), 1982.)~~

Chapter 13.42 - RECOVERY OF COSTS RELATED TO UNLAWFUL ASSEMBLIES AND DISTURBANCES OF THE PEACE

**Chapter 13.42 - RECOVERY OF COSTS RELATED TO UNLAWFUL ASSEMBLIES AND DISTURBANCES OF THE PEACE**

**Sections:**

~~13.42.010 - Recovery of costs related to unlawful assemblies and disturbances of the peace.~~

**13.42.010 - Recovery of costs related to unlawful assemblies and disturbances of the peace.**

- A. If it is established that (a) there was reasonable cause for a law enforcement officer to have issued a notice and warning as set forth below to any person or persons for actions in violation of Penal Code Section 415 and/or Section 407, (b) that such person or persons received such a notice and warning, (c) that within six months of the time set forth in the notice and warning, such person or persons were found in violation of such sections and arrested or given a citation therefor for further such acts at or near the location set forth in the notice and warning, and (d) that the person or persons were found guilty of one or more of the violations of Penal Code Section 415 and/or Section 407 for which they were arrested or given a citation, or found guilty of one or more violations of Penal Code Section 272 wherein an act or omission caused, encouraged, persuaded or induced a minor to commit an offense as defined in Penal Code Section 415 and/or Section 407; then
1. The court imposing sentence on such person may, as a condition of probation, order such person to pay the reasonable costs necessarily incurred by the county for law enforcement officers' return to the location of the incident which led to the conviction. In doing so the court shall follow the procedures set forth in Penal Code Section 1203.14, treating such costs as if they are the costs of an emergency response; or
  2. The reasonable costs necessarily incurred by the ~~county~~ City of Calabasas for law enforcement officers' return to the location of the incident which led to a conviction shall be a charge against the person or persons convicted. The charge constitutes a debt of such person or persons and is collectible by the county in the same manner as in the case of an obligation under a contract. Prior to initiating an action to collect any such debt the county shall provide such person or persons a bill itemizing the charges and afford them at least 60 days to pay the bill.
- B. At the time of the initial contact at the location, the law enforcement officer shall take any such actions and give such direction as necessary to abate the violation or condition and shall advise the responsible person in writing that, if additional law enforcement personnel are required to return to abate a continued or subsequent condition, the responsible person and owner or occupant of the property shall be held liable for the cost of providing such services. If personnel do return to the location following the warning and a conviction does result, then the cost of the services, shall be reimbursed to the county as provided in this section.

The form of the written notice and warning shall be in English and in Spanish and shall be substantially as follows:

NOTICE AND WARNING

On \_\_\_\_\_ (date) at \_\_\_\_\_ (time) a.m./p.m. at \_\_\_\_\_ (address) you were warned by \_\_\_\_\_ (name of enforcement officer) that your actions were in violation of Penal Code Section 415 and/or Section 407 and that if, within six (6) months of the time set forth above, you were found in

Title 13 - PUBLIC PEACE, MORALS AND WELFARE

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violation of such sections and arrested or given a citation for further such acts at or near the location set forth above you may be required to pay the reasonable costs necessarily incurred by the County of Los Angeles for law enforcement officers' return to the location which led to your arrest or citation.

~~(Ord. 98-0027 § 1, 1998; Ord. 89-0021 § 1, 1989.)~~

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Division 4 - OFFENSES AGAINST PUBLIC PEACE

Chapter 13.43 - PICKETING PRIVATE RESIDENCES

**Chapter 13.43 - PICKETING PRIVATE RESIDENCES**

**Sections:**

~~13.43.010 - Picketing of private residences prohibited.~~

**13.43.010 - Picketing of private residences prohibited.**

It is unlawful for any person to engage in picketing before or about the residence or dwelling of any individual.

~~(Ord. 90-0120 § 1, 1990; Ord. 90-0108U § 1, 1990.)~~

Chapter 13.44 - LOITERING BY CRIMINAL STREET GANGS

**~~Chapter 13.44 - LOITERING BY CRIMINAL STREET GANGS~~**

**~~Sections:~~**

~~13.44.010 - Prohibited acts.~~

~~13.44.020 - Powers of law enforcement officers not limited.~~

~~13.44.030 - Parental control.~~

~~13.44.040 - Penalty.~~

~~13.44.050 - Severability.~~

**~~13.44.010 - Prohibited acts.~~**

~~A. It is unlawful for any person who is a member of a "criminal street gang" as that term is defined in California Penal Code Section 186.22(f) or who is in the company of or acting in concert with a member of a criminal street gang to loiter or idle in a "public place" as defined in Section 13.44.010 B under any of the following circumstances:~~

- ~~1. With the intent to publicize a criminal street gang's dominance over certain territory in order to intimidate nonmembers of the gang from entering, remaining in, or using the public place or adjacent area;~~
- ~~2. With the intent to conceal ongoing commerce in illegal drugs or other unlawful activity.~~

~~B. For purposes of this chapter, a "public place" means the public way and any other location open to the public, whether publicly or privately owned, including, but not limited to any street, sidewalk, avenue, highway, road, curb area, alley, park, playground or other public ground or public building, any common area of a school, hospital, apartment house, office building, transport facility, shop, privately owned place of business, to which the public is invited, including any place of amusement, entertainment, or eating place. Any "public place" also includes the front yard area, driveway and walkway of any private residence, business, or apartment house.~~

~~(Ord. 99-0072 § 2 (part), 1999.)~~

**~~13.44.020 - Powers of law enforcement officers not limited.~~**

~~Nothing in this chapter shall be construed in any way to limit the power or right of a law enforcement officer to make any investigation, detention or arrest as such law enforcement officer would be permitted to make in absence of this chapter.~~

~~(Ord. 99-0072 § 2 (part), 1999.)~~

**~~13.44.030 - Parental control.~~**

~~Any parent(s), legal guardian(s), or other adult person(s) authorized by said parent(s) or guardian(s) to have the care and custody of a minor, who knowingly permits or by insufficient control allows a minor to violate the provisions of this chapter is guilty of a misdemeanor.~~

~~(Ord. 99-0072 § 2 (part), 1999.)~~

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Chapter 13.44 - LOITERING BY CRIMINAL STREET GANGS

**13.44.040 - Penalty.**

~~Violation of this chapter shall be punishable by a fine not to exceed \$500.00 or by imprisonment not to exceed six months, or both.~~

~~(Ord. 99-0072 § 2 (part), 1999.)~~

**13.44.050 - Severability.**

~~If any provision or clause of this chapter or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect any other provision or application of this chapter which can be given effect without the invalid provision or application, and to this end of provisions of this chapter are declared to be severable.~~

~~(Ord. 99-0072 § 2 (part), 1999.)~~

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Division 4 - OFFENSES AGAINST PUBLIC PEACE

Chapter 13.45 - LOUD, UNNECESSARY AND UNUSUAL NOISE

**Chapter 13.45 - LOUD, UNNECESSARY AND UNUSUAL NOISE**

**Sections:**

~~13.45.010 - Loud, unnecessary and unusual noise.~~

~~13.45.020 - Penalty.~~

**13.45.010 - Loud, unnecessary and unusual noise.**

Notwithstanding any other provisions of this chapter and in addition thereto, it shall be unlawful for any person to wilfully make or continue, or cause to be made or continued, any loud, unnecessary, and unusual noise which disturbs the peace or quiet of any neighborhood or which causes discomfort or annoyance to any reasonable person of normal sensitiveness residing in the area. The standard which may be considered in determining whether a violation of the provisions of this section exists may include, but not be limited to, the following:

- A. The level of noise;
- B. Whether the nature of the noise is usual or unusual;
- C. Whether the origin of the noise is natural or unnatural;
- D. The level and intensity of any background noise;
- E. The proximity of the noise to residential sleeping facilities;
- F. The nature and zoning of the area within which the noise emanates;
- G. The density of the inhabitation of the area within which the noise emanates;
- H. The time of the day or night the noise occurs;
- I. The duration of the noise;
- J. Whether the noise is recurrent, intermittent, or constant; and
- K. Whether the noise is produced by a commercial or noncommercial activity.

(Ord. 2001-0075 § 1 (part), 2001.)

**13.45.020 - Penalty.**

~~Any person violating this chapter is guilty of a misdemeanor or an infraction, punishable as set forth in CMC Section 1.16.020B, by a fine or by imprisonment no more than six months, or both. The fines imposed under this chapter are as follows:~~

- ~~A. A fine of not more than \$100.00 for a first violation;~~
- ~~B. A fine of not more than \$200.00 for a second violation of the same provision of this ordinance within one year;~~
- ~~C. A fine of not more than \$500.00 for each additional violation of the same provision of this ordinance within one year.~~

~~(Ord. 2001-0075 § 1 (part), 2001.)~~

Chapter 13.46 - SPECTATORS AT ILLEGAL MOTOR VEHICLE SPEED CONTESTS AND EXHIBITIONS OF SPEED

**Chapter 13.46 - SPECTATORS AT ILLEGAL MOTOR VEHICLE SPEED CONTESTS AND EXHIBITIONS OF SPEED**

**Sections:**

~~13.46.010 - Prohibition.~~

~~13.46.020 - Definitions.~~

~~13.46.030 - Penalty.~~

**13.46.010 - Prohibition.**

It shall be unlawful for any person to:

- A. Be knowingly present as a spectator at any illegal motor vehicle speed contest or exhibition of speed conducted on a public street or highway; or
- B. Be knowingly present as a spectator where preparations are being made for any such event.

~~(Ord. 2002-0017 § 2 (part), 2002.)~~

**13.46.020 - Definitions.**

The following definitions govern the construction of this chapter:

- A. "Illegal motor vehicle speed contest or exhibition of speed" shall mean any speed contest or exhibition of speed referred to in California Vehicle Code Sections 23109(a) and 23109(c);
- B. "Spectator" shall mean any person who is present at an illegal motor vehicle speed contest or exhibition of speed for the purpose of viewing, observing, watching, or witnessing the event as it progresses. A "spectator" includes any person at the location of the event without regard to whether the person arrived at the event by driving a vehicle, riding as a passenger in a vehicle, walking, or arriving by some other means;
- C. A person is "present" at the illegal motor vehicle speed contest or exhibition of speed if that person is within 150 feet of the location of the event, or within 150 feet of the street or highway where preparations are being made for the event;
- D. "Preparations" for the illegal motor vehicle speed contest or exhibition of speed include, but are not limited to, situations where: (1) a group of motor vehicles or persons has arrived at a predetermined location for the purpose of participating in or being a spectator at the event; (2) a group of individuals has lined one or both sides of a public street or highway for the purpose of participating in or being a spectator at the event; (3) one or more persons has impeded the free public use of a public street or highway by actions, words or physical barrier for the purpose of conducting the event; (4) two or more vehicles have lined up with motors running for an illegal motor vehicle speed contest or exhibition of speed; (5) one or more drivers is racing his engine or spinning his tires in preparation for the event; or, (6) an individual is stationed near one or more motor vehicles as a race starter.

~~(Ord. 2002-0017 § 2 (part), 2002.)~~

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Chapter 13.46 - SPECTATORS AT ILLEGAL MOTOR VEHICLE SPEED CONTESTS AND EXHIBITIONS OF SPEED

**13.46.030 - Penalty.**

Violation of this chapter shall constitute a misdemeanor, punishable by a fine not to exceed ~~\$500.00~~ \$1000.00, or by imprisonment not to exceed six months, or both.

~~(Ord. 2002-0017 § 2 (part), 2002.)~~

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Division 5 - OFFENSES AGAINST PROPERTY (Reserved)

~~Division 5 - OFFENSES AGAINST PROPERTY~~  
~~(Reserved)~~

Title 13 - PUBLIC PEACE, MORALS AND WELFARE

Division 6 - CONSUMER PROTECTION

**~~Division 6 - CONSUMER PROTECTION~~<sup>35</sup>**

**Chapters:**

~~Chapter 13.48 - DESTROYING FOOD PRODUCTS~~

~~Chapter 13.52 - SOLICITATION OF CLAIMS~~

~~Chapter 13.54 - REPORTING SALE OF UNREGULATED CHEMICALS~~

~~Chapter 13.55 - IMITATION CONTROLLED SUBSTANCES~~

Title 13 - PUBLIC PEACE, MORALS AND WELFARE

Division 6 - CONSUMER PROTECTION

Chapter 13.48 - DESTROYING FOOD PRODUCTS

**Chapter 13.48 - DESTROYING FOOD PRODUCTS**

**Sections:**

~~13.48.010 - Food product defined.~~

~~13.48.020 - Destroying food products prohibited.~~

~~13.48.030 - Violation - Penalty.~~

**~~13.48.010 - Food product defined.~~**

~~"Food product," as used in this chapter, shall include but shall not be limited to agricultural products, meats and meat products, poultry and poultry products, milk and milk products, and seafood.~~

~~(Ord. 11074 § 2, 1975.)~~

**~~13.48.020 - Destroying food products prohibited.~~**

~~No person, firm, copartnership, association or corporation producing, processing, transporting, offering for sale or selling any food product for immediate or ultimate consumption by the public shall, for the purpose of influencing or attempting to influence the wholesale or retail price of any food product, knowingly and wilfully destroy, adulterate or otherwise render unfit for human consumption any food product which would otherwise be suitable for human consumption.~~

~~(Ord. 11074 § 1, 1975.)~~

**~~13.48.030 - Violation - Penalty.~~**

~~Any person violating any of the provisions of this chapter is guilty of an infraction, which is punishable by a fine not exceeding \$250.00.~~

~~(Ord. 83-0066 § 99, 1983; Ord. 11074 § 3, 1975.)~~

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Division 6 - CONSUMER PROTECTION

Chapter 13.52 - SOLICITATION OF CLAIMS

**~~Chapter 13.52 - SOLICITATION OF CLAIMS~~**<sup>39</sup>

**~~Sections:~~**

~~13.52.010 - Person defined.~~

~~13.52.020 - Soliciting tort claims prohibited when.~~

~~13.52.030 - Exceptions to chapter applicability.~~

~~13.52.040 - Violation - Penalty.~~

**~~13.52.010 - Person defined.~~**

~~The word "person," as used herein, shall include any corporation, association, society, club, copartnership or individual.~~

~~(Ord. 2670 § 1, 1935.)~~

**~~13.52.020 - Soliciting tort claims prohibited when.~~**

~~It is unlawful, in the unincorporated territory of the county of Los Angeles, for any person to solicit employment for himself or for any other person, either directly or through some other person acting on his behalf, to prosecute, collect, settle, compromise or to negotiate for the settlement, compromise or collection of any tort claim, on behalf of any tort claimant, in which he himself has no pecuniary interest arising from such tort.~~

~~(Ord. 2670 § 2, 1935.)~~

**~~13.52.030 - Exceptions to chapter applicability.~~**

~~The provisions of this chapter shall not be construed to prevent joint tort claimants from negotiating with each other for the purpose of combining respective claims or actions against the tort feaser.~~

~~(Ord. 2670 § 3, 1935.)~~

**~~13.52.040 - Violation - Penalty.~~**

~~Any person violating any of the provisions of this chapter shall be guilty of a misdemeanor, and upon conviction thereof shall be punished by a fine of not more than \$500.00 or by imprisonment in the County Jail for a period of not more than 90 days, or by both such fine and imprisonment.~~

~~(Ord. 2670 § 4, 1935.)~~

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Division 6 - CONSUMER PROTECTION

Chapter 13.54 - REPORTING SALE OF UNREGULATED CHEMICALS

**~~Chapter 13.54 - REPORTING SALE OF UNREGULATED CHEMICALS~~**

**~~Sections:~~**

~~13.54.010 - Reporting transactions of certain chemicals.~~

~~13.54.020 - Identification of purchaser - Penalties.~~

~~13.54.030 - Reports to sheriff - Time requirements.~~

~~13.54.040 - Violation - Penalties.~~

~~13.54.050 - Exemptions.~~

**~~13.54.010 - Reporting transactions of certain chemicals.~~**

~~A. Any manufacturer, wholesaler, retailer or other person who sells, transfers or otherwise furnishes any of the following substances to any person shall submit a report to the sheriff of all of these transactions:~~

~~A. N-methylephedrine;~~

~~B. N-methylpseudoephedrine;~~

~~C. N-ethylephedrine;~~

~~D. N-ethylpseudoephedrine;~~

~~E. Chloroephedrine.~~

~~(Ord. 88-0004 § 1 (part), 1988.)~~

**~~13.54.020 - Identification of purchaser - Penalties.~~**

~~A. Any manufacturer, wholesaler, retailer or other person shall, prior to selling, transferring or otherwise furnishing any substance specified in Section 13.54.010, obtain proper identification from the purchaser.~~

~~B. For the purposes of this section, "proper identification" means a motor vehicle operator's license or other official state issued identification of the purchaser which contains a photograph of the purchaser, and includes the residential or mailing address of the purchaser, other than a post office box number, and motor vehicle license number of any motor vehicle owned or operated by the purchaser, a letter of authorization from the business for which any substance listed in Section 13.54.010 is being furnished, which includes the business license number and address of the business, a full description of how the substance is to be used, and the signature of the purchaser. The person selling, transferring or otherwise furnishing any substance listed in Section 13.54.010 shall affix his or her signature as a witness to the signature and identification of the purchaser.~~

~~C. Violation of this section is a misdemeanor.~~

~~(Ord. 88-0004 § 1 (part), 1988.)~~

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Chapter 13.54 - REPORTING SALE OF UNREGULATED CHEMICALS

**13.54.030 - Reports to sheriff - Time requirements.**

~~A. Any manufacturer, wholesaler, retailer or other person who sells, transfers or otherwise furnishes any substance specified in Section 13.54.010 to any person shall, not less than 21 days prior to delivery of the substance, submit a report of the transaction to the sheriff, including the identification information specified in subsection B of Section 13.54.020. However, the sheriff may authorize the submission of the reports on a monthly basis with respect to repeated, regular transactions between the furnisher and the recipient involving the same substance, if the sheriff determines that either of the following exist:~~

~~A. A pattern of regular supply of the substance exists between the manufacturer, wholesaler, retailer, or other person who sells, transfers or otherwise furnishes such substance and the recipient of the substance;~~

~~B. The recipient has established a record of utilization of the substance for lawful purposes.~~

~~(Ord. 88-0004 § 1 (part), 1988.)~~

**13.54.040 - Violation - Penalties.**

~~A. Any person specified in Section 13.54.030 who does not submit a report as required or who knowingly submits a report with false or fictitious information shall be punished by imprisonment in the county jail not exceeding six months, or by a fine not exceeding \$500.00 dollars, or by both the fine and imprisonment.~~

~~B. Any person specified in Section 13.54.030 who has previously been convicted of a violation of subsection A shall, upon a subsequent conviction thereof, be punished by imprisonment in the county jail not exceeding one year, or by a fine not exceeding \$1,000.00, or by both the fine and imprisonment.~~

~~(Ord. 88-0004 § 1 (part), 1988.)~~

**13.54.050 - Exemptions.**

This chapter shall not apply to any of the following:

~~A. Any pharmacist or other authorized person who sells or furnishes a substance upon the prescription of a physician, dentist, podiatrist or veterinarian;~~

~~B. Any physician, dentist, podiatrist or veterinarian who administers or furnishes a substance to his or her patients;~~

~~C. Any manufacturer or wholesaler licensed by the California State Board of Pharmacy who sells, transfers or otherwise furnishes a substance to a licensed pharmacy, physician, dentist, podiatrist or veterinarian;~~

~~D. Sales consistent with federal law of any proprietary product containing substances listed in subsections A, B, C, D and E of Section 13.54.010~~

~~(Ord. 88-0004 § 1 (part), 1988.)~~

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Division 6 - CONSUMER PROTECTION

Chapter 13.55 - IMITATION CONTROLLED SUBSTANCES

**Chapter 13.55 - IMITATION CONTROLLED SUBSTANCES**

**Sections:**

~~13.55.010 - Title for citation.~~

~~13.55.020 - Definitions.~~

~~13.55.030 - Manufacture, distribution or possession of imitation controlled substances prohibited - Penalty.~~

~~13.55.040 - Distributing imitation controlled substances to persons under 18 years of age - Penalty.~~

~~13.55.050 - Advertisements to promote distribution of imitation controlled substances prohibited - Penalty.~~

~~13.55.060 - Exemptions to chapter applicability.~~

**13.55.010 - Title for citation.**

This chapter shall be known as the "Los Angeles County imitation controlled substances ordinance."

(Ord. 82-0046U § 1 (part), 1982.)

**13.55.020 - Definitions.**

Unless the context otherwise requires, the definitions in this chapter govern the construction of this chapter:

- A. "Controlled substance" means a substance as defined in Section 11007 of the Health and Safety Code.
- B. "Distribute" means the actual, constructive, or attempted transfer, delivery or dispensing to another of an imitation controlled substance.
- C. "Manufacture" means the production, preparation, compounding, processing, encapsulating, packaging, or repackaging, labeling or relabeling, of an imitation controlled substance.
- D. "Imitation controlled substance" means a substance that is not a controlled substance, which by representations made, alone or in conjunction with dosage unit appearance, including color, shape, size and markings, would lead a reasonable person to believe that the substance is a controlled substance.
- E. The following may be considered in determining whether a reasonable person would be led to believe that a substance is a controlled substance:
  - 1. Statements made by an owner or by anyone else in control of the substance concerning the nature of the substance, or its uses or effects;
  - 2. Statements made to the recipient that the substance may be resold for inordinate profit;
  - 3. Whether the substance is packaged in a manner normally used for illicit controlled substances;
  - 4. Evasive tactics or actions utilized by the owner or person in control of the substance to avoid detection by law enforcement authorities;

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Chapter 13.55 - IMITATION CONTROLLED SUBSTANCES

~~5. Prior convictions, if any, of an owner, or anyone in control of the substance, under state or federal law related to controlled substances or fraud.~~

~~(Ord. 82-0046U § 1 (part), 1982.)~~

**~~13.55.030 - Manufacture, distribution or possession of imitation controlled substances prohibited—Penalty.~~**

~~Any person who manufactures, distributes, or possesses with intent to distribute an imitation controlled substance is guilty of a misdemeanor and shall, if convicted, be subject to imprisonment for not more than six months in the County Jail or a fine of not more than \$500.00, or both such imprisonment and fine.~~

~~(Ord. 82-0046U § 1 (part), 1982.)~~

**~~13.55.040 - Distributing imitation controlled substances to persons under 18 years of age—Penalty.~~**

~~Any person 18 years of age or over who violates Section 13.55.030 by distributing an imitation controlled substance to a person under 18 years of age is guilty of a misdemeanor and shall, if convicted, be subject to imprisonment for not more than six months in the County Jail or a fine of not more than \$500.00, or both such imprisonment and fine.~~

~~(Ord. 82-0046U § 1 (part), 1982.)~~

**~~13.55.050 - Advertisements to promote distribution of imitation controlled substances prohibited—Penalty.~~**

~~Any person who places in any newspaper, magazine, handbill or other publication, or who posts or distributes in any public place any advertisement or solicitation, with reasonable knowledge that the purpose of the advertisement or solicitation is to promote the distribution of imitation controlled substances, is guilty of a misdemeanor and shall, if convicted, be subject to imprisonment for not more than six months in the County Jail or a fine of not more than \$500.00, or both such imprisonment and fine.~~

~~(Ord. 82-0046U § 1 (part), 1982.)~~

**~~13.55.060 - Exemptions to chapter applicability.~~**

~~No civil or criminal liability shall be imposed by virtue of this chapter on any person registered under the California Uniform Controlled Substances Act who manufactures, distributes or possesses an imitation controlled substance for use as a placebo by a practitioner, as defined in Section 11026 of the Health and Safety Code, in the course of professional practice or research.~~

~~(Ord. 82-0046U § 1 (part), 1982.)~~

Title 13 - PUBLIC PEACE, MORALS AND WELFARE

Division 7 - OFFENSES BY OR AGAINST MINORS

**Division 7 - OFFENSES BY OR AGAINST MINORS**

**Chapters:**

~~Chapter 13.56 - CURFEW FOR MINORS~~

~~Chapter 13.57 - DAYTIME RESTRICTIONS FOR MINORS~~

~~Chapter 13.58 - SALE OF KNIVES TO MINORS~~

~~Chapter 13.59 - REGISTERED SEX OFFENDERS~~

Chapter 13.56 - CURFEW FOR MINORS

**Chapter 13.56 - CURFEW FOR MINORS**

**Sections:**

~~13.56.010 - Prohibited act.~~

~~13.56.020 - Exemptions.~~

~~13.56.030 - Enforcement.~~

~~13.56.040 - Powers of law enforcement officers not limited.~~

~~13.56.050 - Penalty.~~

~~13.56.060 - Parental liability.~~

~~13.56.070 - Severability.~~

**13.56.010 - Prohibited act.**

- A. It is unlawful for any minor under the age of 18 years to be present in a "public place," as defined in Section 13.56.010 B below, between the hours of 10:00 p.m. on any given day and sunrise of the immediately following day, unless the minor satisfies one of the exemptions specified in Section 13.56.020
- B. For purposes of this chapter, a "public place" means any place to which the public or a substantial group of the public has access, including, but not limited to, any public street, sidewalk, avenue, highway, road, curb area, alley, park, playground, or other public ground or public building, any common area of any school, hospital, apartment house, office building, transport facility, or shop, or any privately-owned place of business operated for a profit to which the public is invited, including any place of amusement, entertainment, or eating place.

~~(Ord. 99-0087 § 3 (part), 1999.)~~

**13.56.020 - Exemptions.**

The provisions of this chapter shall not apply when a minor satisfies any one of the following:

- A. The minor is accompanied by his or her parent(s), legal guardian(s), or other adult person(s) authorized by said parent(s) or guardian(s) to have the care and custody of the minor;
- B. The minor is on an errand at the direction of the minor's parent(s), legal guardian(s), or other adult person(s) authorized by said parent(s) or guardian(s) to have the care and custody of the minor;
- C. The minor is in a motor vehicle involved in interstate travel;
- D. The minor is present at, or traveling to or directly home from, a place or places that is connected with or required by a business, trade, profession or occupation in which said minor is lawfully engaged;
- E. The minor is involved in an "emergency situation," which means for this purpose, any unforeseen set of circumstances that calls for immediate action to prevent serious bodily injury or loss of life, including, but not limited to, a fire, natural disaster, or automobile accident;
- F. The minor is within 50 feet of the front door of his or her residence;

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- G. The minor is present at, or traveling to or directly home from, a school, religious, or recreational activity supervised by adults and sponsored by a school, religious or civic organization, or other similar entity or organization that assumes responsibility for the minor;
- H. The minor is present at, or traveling to or directly home from, a political fundraiser, rally or other political activity, or is otherwise exercising his or her First Amendment rights protected by the United States Constitution, provided that any such political event or other First Amendment-type activity is supervised by adults and/or sponsored by a political organization or other similar entity or organization that assumes responsibility for the minor;
- I. The minor is present at, or traveling to or directly home from, a public meeting, or place of public entertainment, such as a movie, play, sporting event, dance or school activity, provided such meeting, event or activity is a school-approved activity for the minor or is otherwise supervised by school personnel of said minor's school; or
- J. The minor has entered into a valid marriage, is on active duty with the armed forces of the United States, or has otherwise been declared emancipated pursuant to Section 7002, et seq., of the California Family Code.

~~(Ord. 99-0087 § 3 (part), 1999.)~~

**13.56.030 - Enforcement.**

Before taking any enforcement action under this chapter, a law enforcement officer shall ask the apparent offender's age and reason for being present in a "public place," as defined in this chapter, during curfew hours. The officer shall not issue a citation or make an arrest under this chapter unless the officer reasonably believes that a violation of Section 13.56.010 has occurred and that, based on the apparent offender's responses, no exemption under Section 13.56.020 is applicable.

~~(Ord. 99-0087 § 3 (part), 1999.)~~

**13.56.040 - Powers of law enforcement officers not limited.**

Nothing in this chapter shall be construed in any way as to limit the power or right of a law enforcement officer(s) to make any investigation, detention or arrest as such law enforcement officer(s) would be permitted to make in the absence of this chapter.

~~(Ord. 99-0087 § 3 (part), 1999.)~~

**13.56.050 - Penalty.**

Violation of this chapter by a minor shall be punishable as a misdemeanor by a fine not to exceed ~~\$500.00~~ \$1000.00, or by imprisonment not to exceed six months, or both.

~~(Ord. 99-0087 § 3 (part), 1999.)~~

**13.56.060 - Parental liability.**

Any parent(s), legal guardian(s), or other adult person(s) authorized by said parent(s) or guardian(s) to have the care and custody of a minor, who knowingly permits, or by insufficient control allows, a minor to violate the curfew restrictions of this chapter is guilty of a misdemeanor.

~~(Ord. 99-0087 § 3 (part), 1999.)~~

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**13.56.070 - Severability.**

If any provision or clause of this chapter or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect any other provision or application of this chapter which can be given effect without the invalid provision or application, and to this end the provisions of this chapter are declared to be severable.

~~(Ord. 99-0087 § 3 (part), 1999.)~~

Chapter 13.57 - DAYTIME RESTRICTIONS FOR MINORS

**~~Chapter 13.57 - DAYTIME RESTRICTIONS FOR MINORS~~**

**~~Sections:~~**

~~13.57.010 - Prohibited act.~~

~~13.57.020 - Valid excuses.~~

~~13.57.030 - Infraction - Penalty.~~

~~13.57.040 - Hearing requirement - Parental obligation to attend.~~

~~13.57.050 - Penalty may be set aside for first infraction.~~

~~13.57.060 - Severability.~~

**~~13.57.010 - Prohibited act.~~**

~~A. It is unlawful for any minor under the age of 18 years, who is subject to compulsory education or to compulsory continuation education, to be "absent from school and found in a public place," as defined in subsection B of this section, unless the minor has one of the valid excuses specified in Section 13.57.020~~

~~B. For purposes of this chapter, a minor is "absent from school and found in a public place" if said minor is found idling, wandering, strolling, playing, or aimlessly driving or riding about in or upon any public street, avenue, highway, road, curb area, alley, park, playground, or other public ground, public place or public building, place of amusement or eating place, vacant lot or unsupervised place, or any place open to the public during the hours of 8:30 a.m. and 1:30 p.m. of the same day on days when said minor's school is in session.~~

~~(Ord. 96-0009 § 1 (part), 1996.)~~

**~~13.57.020 - Valid excuses.~~**

~~The provisions of this chapter shall not apply when a minor has one of the following valid excuses:~~

~~A. The minor has in his or her possession a written excuse from the minor's parent(s), legal guardian(s), or other adult person(s) having the legal care or custody of said minor, which excuse provides a reasonable explanation, as determined by the court, for the minor's absence from school;~~

~~B. The minor is accompanied by his or her parent(s), legal guardian(s), or other adult person(s) having the legal care or custody of the minor;~~

~~C. The minor is upon an emergency errand directed by said minor's parent(s), legal guardian(s), or other adult person(s) having the legal care or custody of the minor;~~

~~D. The minor is going to or returning directly from a medical appointment;~~

~~E. The minor has permission to leave campus and said minor has in his or her possession a valid, school issued, off-campus permit;~~

~~F. The minor is going to or returning directly from a public meeting, or place of public entertainment, such as a movie, play, sporting event, dance or school activity, provided such meeting, event or activity is a school approved activity for the minor or is otherwise supervised by school personnel of said minor's school; or~~

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~~G. The presence of the minor in said place or places is connected with or required by a school-approved or school-related business, trade, profession or occupation in which said minor is lawfully engaged.~~

~~(Ord. 96-0009 § 1 (part), 1996.)~~

**~~13.57.030 – Infraction – Penalty.~~**

~~Violation of this chapter shall constitute an infraction punishable by a fine not to exceed \$250.00.~~

~~(Ord. 96-0009 § 1 (part), 1996.)~~

**~~13.57.040 – Hearing requirement – Parental obligation to attend.~~**

~~A minor cited for an infraction under this chapter must attend a court hearing on the infraction and must be accompanied at the hearing by his or her parent(s), legal guardian(s), or other adult person(s) having the legal care or custody of said minor. If any such parental or custodial person(s) fails to attend the hearing with the minor, and unless the interests of justice would otherwise be served, the court shall continue the hearing and shall issue a citation to said parental or custodial person(s) directing said person(s) to appear at the continued hearing with the minor.~~

~~(Ord. 96-0009 § 1 (part), 1996.)~~

**~~13.57.050 – Penalty may be set aside for first infraction.~~**

~~Notwithstanding Section 13.57.030, the court may set aside the fine imposed by this chapter, or any portion thereof, if the fine is based on the minor's first infraction under this chapter and provided the minor produces proof satisfactory to the court that the following has occurred during the period between the initial hearing on the infraction and any subsequent hearing set by the court:~~

- ~~A. The minor has had no unexcused absences from school; and~~
- ~~B. The minor has performed 10 hours of court-approved community service during times other than said minor's hours of school attendance; or~~
- ~~C. The minor's parent(s), legal guardian(s), or other adult person(s) having the legal care or custody of said minor has or have attended a parenting class or a series of parenting classes approved by the court.~~

~~(Ord. 96-0009 § 1 (part), 1996.)~~

**~~13.57.060 – Severability.~~**

~~If any provision or clause of this chapter or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect any other provision or application of this chapter which can be given effect without the invalid provision or application, and to this end the provisions of this chapter are declared to be severable.~~

~~(Ord. 96-0009 § 1 (part), 1996.)~~

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Division 7 - OFFENSES BY OR AGAINST MINORS

Chapter 13.58 - SALE OF KNIVES TO MINORS

**Chapter 13.58 - SALE OF KNIVES TO MINORS**

**Sections:**

~~13.58.010 - Sale of knives to minors prohibited—Exceptions.~~

~~13.58.020 - Violation—Penalty.~~

**13.58.010 - Sale of knives to minors prohibited—Exceptions.**

Every person who sells to any minor any dirk or dagger, or any knife with a blade three inches or more in length, or any snap-blade or spring-blade knife, regardless of the length of the blade, unless such minor is accompanied by an adult person and unless the person selling such dagger or knife keeps a full and complete record of the name and address of the purchaser, is guilty of a misdemeanor.

(Ord. 6635 § 1, 1955.)

**13.58.020 - Violation—Penalty.**

Every person violating any of the provisions of this chapter is guilty of a misdemeanor punishable by a fine of not more than ~~\$500.00~~ \$1000.00 or by imprisonment in the County Jail for not more than six months, or by both such fine and imprisonment.

(Ord. 6635 § 2, 1955.)

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Division 7 - OFFENSES BY OR AGAINST MINORS

Chapter 13.59 - REGISTERED SEX OFFENDERS

**Chapter 13.59 - REGISTERED SEX OFFENDERS**

**Sections:**

~~13.59.010 - Legislative findings.~~

~~13.59.020 - Definitions.~~

~~13.59.030 - Registered sex offender prohibition/child safety zone.~~

~~13.59.040 - Registered sex offender prohibition/residential exclusion zone.~~

~~13.59.050 - Registered sex offender prohibition/single family and multi-family dwellings.~~

~~13.59.060 - Registered sex offender prohibition/hotels.~~

~~13.59.070 - Responsible party prohibition/single family and multi-family dwellings.~~

~~13.59.080 - Responsible party prohibition/hotels.~~

~~13.59.090 - Eviction requirements.~~

~~13.59.100 - Penalty/enforcement.~~

~~13.59.110 - Applicability.~~

**~~13.59.010 - Legislative findings.~~**

- ~~A. On November 7, 2006, the voters of the State of California overwhelmingly approved Proposition 83, the Sexual Predator Punishment and Control Act, commonly referred to as Jessica's Law, so as to better protect Californians, and in particular, to protect the children of California from sex offenders;~~
- ~~B. Proposition 83, as codified in subsection (b) of California Penal Code section 3003.5, prohibits any person who is required to register as a sex offender under Penal Code section 290 (hereinafter referred to as a "registered sex offender") from residing within 2,000 feet of any public or private school, or any park where children regularly gather;~~
- ~~C. Proposition 83, as codified in subsection (c) of Penal Code section 3003.5, authorizes local governments to enact ordinances that further restrict the residency of any registered sex offender;~~
- ~~D. Subsection (a) of Penal Code section 3003.5, enacted in 1998 prior to Proposition 83, prohibits registered sex offenders who are on parole from residing in a "single-family dwelling" with another registered sex offender during the parole period, unless those persons are legally related by blood, marriage, or adoption. For purposes of this state statute, "single-family dwelling" does not include a residential facility such as a group home that serves six or fewer persons;~~
- ~~E. There are approximately 1438 registered sex offenders in the unincorporated areas of the County of Los Angeles ("County") and approximately 397 of these registered sex offenders are on parole;~~
- ~~F. The County is concerned with recent occurrences within the County and elsewhere in California where multiple registered sex offenders have been residing together in violation of Penal Code section 3003.5;~~
- ~~G. By enacting Chapter 13.59, the County intends to eliminate any potential conflict of land uses in residential neighborhoods and to reduce the potential dangers associated with multiple registered sex offenders living near families with children and places where children frequently gather. Chapter~~

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~~13.59 also regulates the number of registered sex offenders permitted to reside in multiple family dwellings;~~

- ~~H. In addition to public and private schools and local parks, the County further finds that other public places that children frequently gather, such as child care centers, should also be protected from registered sex offenders;~~
- ~~I. In order to foster compliance with the intent of this ordinance, Chapter 13.59 also establishes regulations for property owners who rent residential facilities to registered sex offenders;~~
- ~~J. Based on County data, once this ordinance becomes effective, there will be 120 remaining square miles within the County's residential zones where registered sex offenders can still reside; and~~
- ~~K. This ordinance is required for the preservation of the public peace, health, and safety of the citizens of the County.~~

~~(Ord. 2009-0002 § 1, 2009.)~~

**13.59.020 - Definitions.**

For purposes of this Chapter, the following definitions shall apply:

- ~~A. "Child" or "children" shall mean any person(s) under the age of eighteen (18) years of age.~~
- ~~B. "Child care center" shall mean any licensed facility of the State of California, Department of Social Services, that provides non-medical care to children in need of personal services, supervision, or assistance essential for sustaining the activities of daily living or for the protection of children on less than a twenty-four (24) hour basis, including, but not limited to, a family day care home, infant center, preschool, extended-day care facility, or school-age child care center.~~
- ~~C. "Child safety zone" shall include any area located within three hundred (300) feet from the nearest property line of a child care center, public or private school (grades K through 12), park, public library, commercial establishment that provides a child's playground either in or adjacent to the establishment, a location that holds classes or group activities for children, and/or any school bus stop.~~
- ~~D. "Hotel" shall mean a commercial establishment that rents guest rooms or suites to the public on a nightly, weekly, or monthly basis, and shall include a motel and an inn that operates in such capacity.~~
- ~~E. "Loiter" shall mean to delay, linger, or idle about a child safety zone with the intent to commit a sex offense for which registration is required under Penal Code section 290.~~
- ~~F. "Multi-family dwelling" shall mean a residential structure designed for the permanent residency of two (2) or more individuals, groups of individuals, or families living independently. This definition shall include a duplex, apartment house, and a condominium complex, but shall not include a hotel.~~
- ~~G. "Owner's authorized agent" shall mean any natural person, firm, association, joint venture, joint stock company, partnership, organization, club, company, limited liability company, corporation, business trust, manager, lessee, servant, officer, or employee, authorized to act for the property owner.~~
- ~~H. "Park" shall include any areas owned, leased, controlled, maintained, or managed by a public entity which are open to the public where children regularly gather and which provide recreational, cultural, and/or community service activities including, but not limited to, playgrounds, playfields, and athletic courts.~~
- ~~I. "Permanent resident" shall mean any person who, on a given date, has obtained a legal right to occupy or reside in, or has already, as of that date, occupied or resided in, a single-family or multi-family dwelling or a hotel, for more than thirty (30) consecutive days.~~

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- J. ~~"Property owner" shall include the owner of record of real property, as recorded in the office of the county registrar-recorder/county clerk, as well as any partial owner, joint owner, tenant, tenant-in-common, or joint tenant, of such real property.~~
- K. ~~"Registered sex offender" shall mean any person who is required to register under section 290 of the California Penal Code, regardless of whether or not that person is on parole or probation.~~
- L. ~~"Residential exclusion zone" shall mean any area located within two thousand (2,000) feet from the nearest property line of the subject property to the nearest property line of a child care center, public or private school (grades K through 12), park, or public library.~~
- M. ~~"Responsible party" shall mean a property owner and/or a property owner's authorized agent.~~
- N. ~~"Single family dwelling" shall mean one permanent residential dwelling located on a single lot. For purposes of this Chapter, single family dwelling shall not include any state-licensed residential facility which serves six or fewer persons.~~
- O. ~~"Temporary resident" shall mean any person who, on a given date, has obtained a legal right to occupy or reside in, or has already, as of that date, occupied or resided in, a single family or multi-family dwelling or a hotel, for a period of thirty (30) consecutive days or less.~~
- ~~(Ord. 2009-0002 § 1, 2009.)~~

**~~13.59.030 – Registered sex offender prohibition/child safety zone.~~**

~~A registered sex offender shall be prohibited from loitering in a child safety zone.~~

~~(Ord. 2009-0002 § 1, 2009.)~~

**~~13.59.040 – Registered sex offender prohibition/residential exclusion zone.~~**

~~A registered sex offender shall be prohibited from becoming a permanent or temporary resident in any residential exclusion zone.~~

~~(Ord. 2009-0002 § 1, 2009.)~~

**~~13.59.050 – Registered sex offender prohibition/single family and multi-family dwellings.~~**

- A. ~~Same dwelling. A registered sex offender shall be prohibited from renting or otherwise occupying a single family dwelling or a unit in a multi-family dwelling with another registered sex offender, regardless of the permanent or temporary residential status of either registered sex offender, unless those persons are legally related by blood, marriage, or adoption.~~
- B. ~~Multiple dwellings. A registered sex offender shall be prohibited from renting or otherwise occupying a unit in a multi-family dwelling as a permanent resident if there is another unit in that multi-family dwelling that is already rented or otherwise occupied by a registered sex offender as a permanent resident, unless those persons are legally related by blood, marriage, or adoption.~~
- C. ~~Temporary residency. A registered sex offender shall be prohibited from renting or otherwise occupying any single family dwelling or any unit in a multi-family dwelling as a temporary resident.~~

~~(Ord. 2009-0002 § 1, 2009.)~~

Chapter 13.59 - REGISTERED SEX OFFENDERS

**13.59.060 – Registered sex offender prohibition/hotels.**

- A. ~~Same hotel room. A registered sex offender shall be prohibited from renting or otherwise occupying the same guest room in a hotel with another registered sex offender, regardless of the permanent or temporary residential status of either registered sex offender, unless those persons are legally related by blood, marriage, or adoption.~~
- B. ~~Separate hotel rooms. A registered sex offender shall be prohibited from renting or otherwise occupying a guest room in a hotel as a permanent resident if there is another guest room in that hotel that is already rented or otherwise occupied by a registered sex offender as a permanent resident, unless those persons are legally related by blood, marriage, or adoption.~~

~~(Ord. 2009-0002 § 1, 2009.)~~

**13.59.070 – Responsible party prohibition/single-family and multi-family dwellings.**

- A. ~~Same dwelling. A responsible party shall be prohibited from knowingly allowing a single family dwelling or a unit in a multi-family dwelling to be rented or otherwise occupied by more than one registered sex offender, regardless of the permanent or temporary residential status of either registered sex offender, unless those persons are legally related by blood, marriage, or adoption.~~
- B. ~~Multiple dwellings. A responsible party shall be prohibited from knowingly allowing more than one unit in a multi-family dwelling to be rented or otherwise occupied by a registered sex offender as a permanent resident, unless those persons are legally related by blood, marriage, or adoption.~~
- C. ~~Temporary residency. A responsible party shall be prohibited from knowingly allowing a single family dwelling or any unit in a multi-family dwelling to be rented or otherwise occupied by a registered sex offender as a temporary resident.~~

~~(Ord. 2009-0002 § 1, 2009.)~~

**13.59.080 – Responsible party prohibition/hotels.**

- A. ~~Same hotel room. A responsible party shall be prohibited from knowingly allowing a guest room in a hotel to be rented or otherwise occupied by more than one registered sex offender, regardless of the permanent or temporary residential status of either registered sex offender, unless those persons are legally related by blood, marriage, or adoption.~~
- B. ~~Separate hotel rooms. A responsible party shall be prohibited from knowingly allowing a guest room in a hotel to be rented or otherwise occupied by a registered sex offender as a permanent resident if there is already a registered sex offender renting or otherwise occupying another guest room in that hotel as a permanent resident, unless those persons are legally related by blood, marriage, or adoption.~~

~~(Ord. 2009-0002 § 1, 2009.)~~

**13.59.090 – Eviction requirements.**

~~If, in order to comply with Section 13.59.070 or Section 13.59.080, a responsible party is required to terminate a registered sex offender's tenancy or other occupancy, the responsible party shall comply with all applicable state law procedures and requirements governing the eviction of tenants of real property. If, in accordance with these procedures and requirements, a court determines that such termination is improper, the responsible party shall not be in violation of this Chapter 13.59 by allowing the registered sex offender to remain as a tenant or other occupant.~~

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~~(Ord. 2009-0002 § 1, 2009.)~~

**~~13.59.100 – Penalty/enforcement.~~**

~~Notwithstanding any other penalty provided by this Code or otherwise by law, any person who violates this Chapter 13.59 shall be guilty of a misdemeanor and, in addition, the County may enforce the violation by means of a civil enforcement process through a restraining order, a preliminary or permanent injunction, or by any other means available by law.~~

~~(Ord. 2009-0002 § 1, 2009.)~~

**~~13.59.110 – Applicability.~~**

~~The provisions of this chapter shall not apply to:~~

- ~~A. Tenancies or other occupancies which commenced prior to the effective date of this ordinance, or to the renewals of any such tenancies or occupancies; or~~
- ~~B. A registered sex offender who committed the offense resulting in such registration prior to the effective date of this ordinance.~~

~~(Ord. 2009-0002 § 1, 2009.)~~

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Division 8 - WEAPONS

**Division 8 - WEAPONS<sup>43</sup>**

**Chapters:**

Chapter 13.62 - CARRYING KNIVES IN PLAIN VIEW

Chapter 13.63 - THREATS WITH REPLICA FIREARMS

Chapter 13.64 - WEAPON-LIKE EQUIPMENT AT PUBLIC ASSEMBLIES

Chapter 13.66 - FIREARMS, BOWS AND ARROWS\*

Chapter 13.67 - PROHIBITION ON THE SALE OF FIREARMS AND AMMUNITION ON COUNTY PROPERTY

Chapter 13.62 - CARRYING KNIVES IN PLAIN VIEW

**Chapter 13.62 - CARRYING KNIVES IN PLAIN VIEW**

**Sections:**

~~13.62.010 - Knives and daggers defined.~~

~~13.62.020 - Carrying knives and daggers in plain view prohibited.~~

~~13.62.030 - Exemptions to chapter applicability.~~

~~13.62.040 - Violation - Penalty.~~

**13.62.010 - Knives and daggers defined.**

As used in this chapter, the terms "knives and daggers" shall include any knife having a blade of three inches or more in length; any spring-blade, switch-blade or snap-blade knife; any knife any blade of which is automatically released by a spring mechanism or other mechanical device; any ice pick or similar sharp stabbing tool; any straight-edge razor or any razor blade fitted to a handle.

~~(Ord. 11915 § 1, 1979.)~~

**13.62.020 - Carrying knives and daggers in plain view prohibited.**

It is unlawful for any person to carry on his person, in plain view, any knife or dagger.

~~(Ord. 11915 § 2, 1979.)~~

**13.62.030 - Exemptions to chapter applicability.**

The foregoing restrictions shall not be deemed to prohibit the carrying of ordinary tools or equipment for use in a lawful occupation or for the purpose of lawful recreation, or where the carrying of a knife or dagger is a recognized religious practice.

~~(Ord. 11915 § 3, 1979.)~~

**13.62.040 - Violation—Penalty.**

Any person violating this chapter is guilty of a misdemeanor punishable by a fine of not exceeding ~~\$500.00~~ \$1000.00 or by imprisonment in the County Jail for a period not exceeding six months, or by both such fine and imprisonment.

~~(Ord. 11915 § 4, 1979.)~~

Chapter 13.63 - THREATS WITH REPLICA FIREARMS

**Chapter 13.63 - THREATS WITH REPLICA FIREARMS**

**Sections:**

~~13.63.010 - Replica firearms and firearms - Definitions.~~

~~13.63.020 - Unlawful activities involving replica or simulated firearms.~~

**~~13.63.010 - Replica firearms and firearms - Definitions.~~**

~~A. As used in this chapter, the term "replica firearm" means and shall include any device or object made of plastic, wood, metal, or any other material, which is a facsimile or toy version of or is otherwise recognizable as a pistol, revolver, shotgun, sawed-off shotgun, rifle, machine gun, rocket launcher, or any other firearm, as that term is used under the provisions of Sections 12001, 12001.5, 12020(d)(1) and 12570 of the State Penal Code.~~

~~B. For the purposes of this chapter, the meaning of "firearm" shall be the same as the meaning of that term under the State Dangerous Weapons Control laws, and shall include air rifles, pellet guns or BB guns.~~

~~(Ord. 87-0145 § 1 (part), 1987.)~~

**~~13.63.020 - Unlawful activities involving replica or simulated firearms.~~**

~~Every person who, except in self-defense, in the presence of any other person, draws, exhibits or brandishes a replica firearm, or who simulates a firearm in a rude, angry and threatening manner, or who in any manner unlawfully uses the same in any fight or quarrel and causes the victim to reasonably believe that the person is actually in possession of an operable firearm, is guilty of a misdemeanor.~~

~~(Ord. 87-0145 § 1 (part), 1987.)~~

Chapter 13.64 - WEAPON-LIKE EQUIPMENT AT PUBLIC ASSEMBLIES

**Chapter 13.64 - WEAPON-LIKE EQUIPMENT AT PUBLIC ASSEMBLIES**

**Sections:**

~~13.64.010 - Carrying certain objects prohibited at picket lines and other public assemblies.~~

~~13.64.020 - Violation—Penalty.~~

**13.64.010 - Carrying certain objects prohibited at picket lines and other public assemblies.**

- A. No person shall carry or possess, while participating in any demonstration, rally, picket line or other such public assembly, any length of lumber, wood, wood lath or other wood product, unless the ~~other~~ outer dimensions of such object do not exceed a thickness of one-fourth inch and a width of two inches; or, if not generally rectangular in shape, such object shall not exceed three-quarters inch in its thickest dimension; and such object is blunt and unsharpened at its end and edge.
- B. No person shall carry or possess, while participating in any demonstration, rally, picket line or other such public assembly, any bar, shaft, rod, cable, wire or other such length of hard metal, hard plastic or other hard, synthetic material.
- C. Nothing in this section shall be deemed to prohibit any person from carrying any knife not prohibited by state law or any ~~county~~ city ordinance other than the ordinance codified in this chapter.

(Ord. 11895 § 1, 1979.)

**13.64.020 - Violation—Penalty.**

Violation of this chapter is a misdemeanor punishable by a fine not to exceed ~~\$500.00~~ \$1000.00 or imprisonment in the County Jail for not to exceed six months, or both such fine and imprisonment.

(Ord. 11895 § 2, 1979.)

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Division 8 - WEAPONS

Chapter 13.66 - FIREARMS, BOWS AND ARROWS\*

**~~Chapter 13.66 - FIREARMS, BOWS AND ARROWS\*~~**

**Parts:**

~~Part 1 - GENERAL REGULATIONS~~

~~Part 2 - RESTRICTED SHOOTING DISTRICTS~~

~~Part 3 - LESS RESTRICTED SHOOTING DISTRICTS~~

Title 13 - PUBLIC PEACE, MORALS AND WELFARE  
Division 8 - WEAPONS  
Chapter 13.66 - FIREARMS, BOWS AND ARROWS\*

Part 1 - GENERAL REGULATIONS

***Part 1 - GENERAL REGULATIONS***

**Sections:**

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**~~13.66.010 - Use of weapons permitted when.~~**

~~This chapter, except as otherwise provided in this Part 1, does not prohibit the discharge of any rifle, shotgun, pistol, revolver or firearm of any kind, or the shooting of any arrow or other missile, when necessary so to do to protect life or property, or to destroy or kill any predatory or dangerous animal.~~

~~(Ord. 7730 § 1, 1960; Ord. 7381 § 1 (part), 1958; Ord. 1769 Art. 3 § 302, 1929.)~~

**~~13.66.020 - Exceptions to chapter applicability - Peace officers.~~**

~~This chapter does not apply to any peace officer acting in his official line of duty.~~

~~(Ord. 7381 § 1 (part), 1958; Ord. 1769 Art. 3 § 301, 1929.)~~

**~~13.66.030 - Exceptions to chapter applicability - Rifle or target ranges.~~**

~~The provisions of this chapter shall not be deemed or construed to prohibit, within any district or area created under the provisions of this chapter, the establishment or maintenance of any pistol, rifle or target range, nor to prohibit the discharge at any target thereon, by any person using such range, of any bow and arrow, rifle, shotgun, pistol, revolver or firearms in or on such range, in the event that such range is so installed, constructed, safeguarded, equipped and used as to adequately prevent any arrow, bullet, shot or missile from being projected beyond the confines of such range.~~

~~(Ord. 7381 § 1 (part), 1958; Ord. 1769 Art. 3 § 303, 1929.)~~

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**~~13.66.040 – Discharging firearms—Restrictions generally.~~**

~~A person shall not shoot, fire or discharge, and a person, firm or corporation shall not cause or permit to be shot, fired or discharged, any rifle, shotgun, pistol, revolver or firearm in the general direction of any house, camp or place of human habitation, or in the general direction of any public highway, road, street, way, park or premises, unless the place from which such rifle, shotgun, pistol, revolver or firearm is shot, fired or discharged is at least one-half mile distant from such house, camp or place of human habitation, or is at least one-half mile distant from that portion of such public highway, road, street, way, park or premises toward which such rifle, shotgun, pistol, revolver or firearm is shot, fired or discharged. The exception in Section 13.66.010 to destroying or killing any predatory or dangerous animal does not apply to this section.~~

~~(Ord. 7381 § 1 (part), 1958; Ord. 1769 Art. 3 § 304, 1929.)~~

**~~13.66.050 – Discharging firearms—Prohibited on or along public ways.~~**

~~A. A person shall not shoot, fire or discharge, and a person, firm or corporation shall not cause or permit to be shot, fired or discharged, upon, along or across any public highway, road, street or way, any rifle, shotgun, pistol, revolver or firearm.~~

~~B. The exception in Section 13.66.010 to destroying or killing any predatory or dangerous animal does not apply to this section.~~

~~(Ord. 7381 § 1 (part), 1958; Ord. 1769 Art. 3 § 305, 1929.)~~

**~~13.66.060 – Shooting arrows or other missiles—Restrictions.~~**

~~A person who is within 150 yards of any public highway, public area or place of human habitation shall not shoot any arrow or similar missile toward any such highway, public area or place of human habitation.~~

~~(Ord. 83-0171 § 1, 1983; Ord. 7381 § 1 (part), 1958; Ord. 1769 Art. 3 § 306, 1929.)~~

**~~13.66.070 – Broadhead arrows—Furnishing to minors under 13 unlawful.~~**

~~A person shall not sell, give away or in any way furnish, to any minor who is, in fact, under the age of 13 years, any broadhead arrow.~~

~~(Ord. 7381 § 1 (part), 1958; Ord. 1769 Art. 3 § 307, 1929.)~~

**~~13.66.080 – Broadhead arrows—Furnishing to minor under 15 restricted.~~**

~~A person shall not sell, give away, or in any way furnish to any minor 13 years of age or over, but who is in fact under 15 years of age, any broadhead arrow, unless such person first obtains the written consent thereto of such minor's parents or legal guardian.~~

~~(Ord. 7381 § 1 (part), 1958; Ord. 1769 Art. 3 § 308, 1929.)~~

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~~**13.66.090 - Broadhead arrows - Use by minors under 13 prohibited.**~~

~~A minor under the age of 13 years shall not shoot or otherwise use any broadhead arrow. The exceptions in this chapter shall not apply to this section.~~

~~(Ord. 7381 § 1 (part), 1958; Ord. 1769 Art. 3 § 309, 1929.)~~

~~**13.66.100 - Broadhead arrows - Dealers to post regulations.**~~

~~Every person who sells or otherwise deals in broadhead arrows shall post conspicuously and keep so posted at all times at his place of business a true copy of Sections 13.66.060 through 13.66.120 of this chapter.~~

~~(Ord. 7381 § 1 (part), 1958; Ord. 1769 Art. 3 § 310, 1929.)~~

~~**13.66.110 - Violation - Penalty.**~~

~~Every person, firm or corporation violating any provision of this chapter is guilty of a misdemeanor, punishable by a fine not to exceed \$500.00 or by imprisonment in the County Jail for a period not to exceed six months, or by both such fine and imprisonment.~~

~~(Ord. 7381 § 1 (part), 1958; Ord. 1769 Art. 3 § 311, 1929.)~~

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***Part 2 - RESTRICTED SHOOTING DISTRICTS***

**Sections:**

- ~~13.66.120 - Shooting arrows or other missiles - Prohibited where.~~
- ~~13.66.130 - Firearms - Discharge prohibited in designated districts.~~
- ~~13.66.140 - District No. 1 - Big Pines area.~~
- ~~13.66.150 - District No. 2 - Charlton Chilao area.~~
- ~~13.66.160 - District No. 3 - Crystal Lake area.~~
- ~~13.66.170 - District No. 4 - Decker area.~~
- ~~13.66.180 - District No. 5 - Lancaster Palmdale area.~~
- ~~13.66.190 - District No. 6 - Las Virgenes area.~~
- ~~13.66.200 - District No. 7 - Liberty and Agoura area.~~
- ~~13.66.210 - District No. 8 - Little Rock area.~~
- ~~13.66.220 - District No. 9 - Malibu Lake area.~~
- ~~13.66.230 - District No. 10 - Malibu Mar Vista area.~~
- ~~13.66.240 - District No. 11 - Metropolitan area.~~
- ~~13.66.250 - District No. 12 - Roosevelt Highway.~~
- ~~13.66.260 - District No. 13 - Saugus-Newhall-Soledad area.~~
- ~~13.66.270 - District No. 14 - Seminole.~~
- ~~13.66.280 - District No. 15 - Topanga-Calabasas area.~~
- ~~13.66.290 - District No. 16 - Ravenna area.~~
- ~~13.66.300 - District No. 17 - Val Verde-Bouquet Canyon area.~~
- ~~13.66.310 - District No. 18 - Three Point area.~~
- ~~13.66.320 - District No. 19 - Valyermo Ranger Station area.~~
- ~~13.66.330 - District No. 20 - Little Rock Reservoir area.~~
- ~~13.66.340 - District No. 21 - Soledad Forest Station area.~~
- ~~13.66.350 - District No. 22 - Interstate 5-The Old Road area.~~
- ~~13.66.360 - District No. 23 - Bear Creek-Cogswell Reservoir area.~~
- ~~13.66.380 - District No. 25.~~
- ~~13.66.390 - District No. 27 - Angeles Forest Highway area.~~
- ~~13.66.400 - District No. 28 - Aliso Canyon Road area.~~
- ~~13.66.410 - District No. 29 - Little Tujunga Road-Sand Canyon Road, Los Pinetos Road and Gold Creek Road area.~~
- ~~13.66.420 - District No. 30 - Bouquet Canyon Road and Spunky Canyon Road area.~~
- ~~13.66.430 - District No. 31 - San Francisquito Canyon Road area.~~

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- ~~13.66.440 - District No. 32 - Lake Hughes Road area.~~
- ~~13.66.450 - District No. 33 - Mile High area.~~
- ~~13.66.460 - District No. 34 - Gold Creek Canyon area.~~
- ~~13.66.470 - District No. 35 - Acton area.~~
- ~~13.66.471 - District No. 35.1 - Lake Los Angeles area.~~
- ~~13.66.472 - District No. 35.2 - Leona Valley area.~~
- ~~13.66.473 - District No. 35.3 - Elizabeth Lake area.~~
- ~~13.66.474 - District No. 35.4 - Santiago Road Antelope Valley Freeway area.~~
- ~~13.66.475 - District No. 35.5 - Antelope Acres area.~~
- ~~13.66.476 - District No. 35.6 - Gorman Post Road Interstate 5 area.~~
- ~~13.66.477 - District No. 35.7 - Llano area.~~
- ~~13.66.478 - District No. 35.8 - Neenach area.~~
- ~~13.66.479 - District No. 35.9 - Longview area.~~
- ~~13.66.480 - District No. 36 - Northwest Acton area.~~
- ~~13.66.481 - District No. 36.1 - Pine Canyon area.~~
- ~~13.66.482 - District No. 36.2 - Juniper Hills area.~~
- ~~13.66.483 - District No. 36.3 - Stevenson Ranch area.~~
- ~~13.66.490 - District No. 37 - Malibu Santa Monica Mountains area.~~
- ~~13.66.491 - District No. 38 - Interstate 5 Paradise Ranch area.~~
- ~~13.66.492 - District No. 39 - Mescal Creek area.~~
- ~~13.66.493 - District No. 40 - Castaic Lake State Recreation Area.~~
- ~~13.66.494 - District No. 41 - Avenue J and 120th Street area.~~

**~~13.66.120 - Shooting arrows or other missiles - Prohibited where.~~**

~~Except as otherwise provided in this chapter, a person shall not, within any district or area described in this Part 2, shoot any arrow or similar missile, and a person, firm or corporation shall not cause or permit any arrow or similar missile to be shot, at any place within 150 yards of any public highway, private street used by the general public, recreational area, park, riding and hiking trail, dwelling house, camp or place of human habitation, except when the arrow is shot from and at all times remains on or over, and lands upon, private property, if all persons occupy or having the right to occupy such private property or portion thereof consent thereto.~~

~~(Ord. 83-0171 § 2, 1983; Ord. 7381 § 1 (part), 1958; Ord. 1769 Art. 1 § 99, 1929.)~~

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**~~13.66.130 – Firearms – Discharge prohibited in designated districts.~~**

~~Except as otherwise provided in this chapter, a person shall not shoot, fire or discharge, and a person, firm or corporation shall not cause or permit to be shot, fired or discharged, in the unincorporated territory lying within the boundaries of any district or area defined in this Part 2, any rifle, shotgun, revolver or firearm of any kind.~~

~~(Ord. 7381 § 1 (part), 1958: Ord. 1769 Art. 1 § 100, 1929.)~~

**~~13.66.140 - District No. 1 – Big Pines area.~~**

~~District No. 1, Big Pines area, includes all that part of the unincorporated territory of the county of Los Angeles within the following described boundaries:~~

~~Beginning at the intersection of Big Pines Highway and the bottom of the West Fork of Grandview Canyon; thence southerly along the bottom of the West fork of Grandview Canyon to Forest Road No. 3N26; thence easterly along Forest Road No. 3N26 to Angeles Crest Highway (in Section 4, Township 3 North, Range 8 West, S.B.M.); thence easterly along Angeles Crest Highway to Forest Road No. 3N06 (in Section 3, Township 3 North, Range 8 West, S.B.M.); thence southeasterly along Forest Road No. 3N06 to the boundary of the county of Los Angeles (in Section 19, Township 3 North, Range 7 West, S.B.M.); thence northerly along the boundary of the county of Los Angeles to Forest Road No. 4N21 (in Section 6, Township 3 North, Range 7 West, S.B.M.); thence westerly along Forest Road No. 4N21 to Table Mountain Road (in Section 2, Township 3 North, Range 8 West, S.B.M.); thence northerly along Table Mountain Road to Forest Road No. 4N03 (in Section 35, Township 4 North, Range 8 West, S.B.M.); thence northwesterly along said Forest Road No. 4N03 to Forest Road No. 4N57 (in Section 34, Township 4 North, Range 8 West, S.B.M.); thence westerly along Forest Road No. 4N57 to the easterly terminus of the firebreak (in the southwest quarter of the southwest quarter of the southwest quarter of Section 27, Township 4 North, Range 8 West, S.B.M.); thence westerly along the firebreak to Forest Road No. 4N16; thence southwesterly along said Forest Road No. 4N16 to Big Pines Highway; thence generally westerly along Big Pines Highway to the point of beginning.~~

~~(Ord. 10958 § 1 (part), 1974: Ord. 7381 § 1 (part), 1958: Ord. 1769 Art. 1 § 101, 1929.)~~

**~~13.66.150 - District No. 2 – Charlton-Chilao area.~~**

~~District No. 2, Charlton-Chilao area, includes all that part of the unincorporated territory of the county of Los Angeles within the following described boundaries:~~

~~Beginning at the intersection of Charlton Flats Road and the west line of Section 34, Township 3 North, Range 11 West, S.B.M., said intersection being near Vetter Mountain Lookout Tower; thence north along section lines to a point in the west line of Section 15, said township and range, said point being one mile north of the Chilao Sewage Disposal facility, said point also being a point in Mt. Hillyer Road (3N14); thence northeasterly along Mt. Hillyer Road to the junction with Horse Flats Road (3N17); thence northerly along Horse Flats Road to Alder Saddle; thence northeasterly and southeasterly along a road running adjacent to the south fork of Little Rock Creek to the intersection with the most northerly boundary of Sulphur Springs Campground; thence due east from said last mentioned intersection 1/3 of a mile to the firebreak that runs southerly to Camp Cumorah Crest; thence southerly along said firebreak to its intersection with the most northerly boundary of Camp Cumorah Crest; thence due east to the east line of Section 13, said township and range; thence southerly along said last mentioned east line to Angeles Crest Highway; thence in a generally southwesterly direction along Angeles Crest Highway to its intersection with the north-south quarter section line of Section 26 said township and range, said last mentioned intersection being approximately 1/8 of a mile north of the center of said last mentioned~~

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~~section; thence southerly along quarter section lines to the first intersection of Mt. Mooney Road (from the south); thence southeasterly along Mt. Mooney Road to the end thereof (in the southeast quarter of Section 35 of said township and range); thence due east from the end of Mt. Mooney Road to the east line of said last-mentioned section; thence southerly along section lines to Angeles Crest Highway; thence northwesterly along Angeles Crest Highway to Charlton Flats Road; thence generally southerly and westerly along Charlton Flats Road to the point of beginning.~~

~~(Ord. 83-0171 § 3 (part), 1983: Ord. 7381 § 1 (part), 1958: Ord. 1769 Art. 1 § 102, 1929.)~~

**13.66.160 - District No. 3—Crystal Lake area.**

~~District No. 3, Crystal Lake area, includes all that part of the unincorporated territory of the county of Los Angeles within the following described boundaries:~~

~~Beginning at the intersection of State Highway 39 (in Section 17, Township 3 North, Range 9 West, S.B.M.) and a line which bears due west from Mt. Islip; thence easterly along said line and its easterly prolongation to the north-south quarter section line of Section 15, said township and range; thence southerly along quarter section lines to a line which is parallel to the east-west quarter section line of Section 27, said township and range and which lies 1/8 of a mile north of the Heliport; thence easterly along said parallel line to the east line of said last-mentioned section; thence southerly along said east line to the southeast corner of said last-mentioned section; thence westerly along the south line of said last-mentioned section to the north-south quarter section line of said last-mentioned section; thence northerly along said last-mentioned north-south quarter section line to the first intersection with Forest Road 3N07 (south of South Mt. Hawkins Lookout); thence northerly along said Forest Road 3N07 to a line that bears due east from the north end of Rockbound Canyon; thence westerly in a direct line to said end of Rockbound Canyon; thence southwestwardly along said canyon to the first intersection with said State Highway 39; thence southerly along State Highway 39 to the abandoned road construction project; thence northerly along said abandoned road construction project to Coldbrook Creek; thence northerly along Coldbrook Creek to State Highway 39; thence westerly and generally northerly along State Highway 39 to the point of beginning.~~

~~(Ord. 83-0171 § 3 (part), 1983: Ord. 9324 § 1, 1967: Ord. 7381 § 1 (part), 1958: Ord. 1769 Art. 1 § 103, 1929.)~~

**13.66.170 - District No. 4—Decker area.**

~~District No. 4, Decker area, includes all that part of the unincorporated territory of the county of Los Angeles within fractional Section 20 Township 1 South, Range 19 West, S.B.M.~~

~~(Ord. 7381 § 1 (part), 1958: Ord. 1769 Art. 1 § 104, 1929.)~~

**13.66.180 - District No. 5—Lancaster-Palmdale area.**

~~District No. 5, Lancaster-Palmdale area, includes all that part of the unincorporated territory of the county of Los Angeles within the following described boundaries:~~

~~Beginning at the northwest corner of Section 2, Township 7 North, Range 13 West, S.B.M., at the intersection of 60th Street West and Avenue G; thence easterly along township line to the northeast corner of Section 5, Township 7 North, Range 11 West, S.B.M., at the intersection of Avenue G and 40th Street East; thence southerly along section lines (40th Street East) to the boundary of the city of Palmdale as same existed on June 1, 1970, at the intersection of 40th Street East and Avenue L; thence easterly, southerly and westerly along said boundary to the northwest corner of Section 5, Township 6~~

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~~North, Range 10 West, S.B.M., at the intersection of Avenue M and 90th Street East; thence southerly along section line to the southwest corner of said last-mentioned section; thence easterly along section line (Avenue N) to the northeast corner of Section 8, said last-mentioned township and range; thence southerly along section lines (100th Street East) to the south line of the north half of Section 20, said last-mentioned township and range; thence westerly along quarter section lines (Avenue P-8) to the center of Section 24, Township 6 North, Range 11 West, S.B.M.; thence southerly along quarter section lines (75th Street East) to the center of Section 25, said last-mentioned township and range; thence westerly along quarter section lines (Palmdale Boulevard) to the east line of Section 27, said last-mentioned township and range; thence southerly along section line to the southeast corner of Section 34, said last-mentioned township and range; thence westerly along township line (Avenue S) to 47th Street East as shown on County Surveyor's Map No. B-2858 on file in the office of the county engineer of the county of Los Angeles; thence southerly along said last-mentioned street to the southwest corner of Section 4, Township 5 North, Range 11 West, S.B.M.; thence easterly along section line (Avenue T) to the northeast corner of Section 9, said last-mentioned township and range; thence southerly along section line (57th Street East) to the east-west quarter section line of said last-mentioned section; thence easterly along said quarter section line (Avenue T-8) to the east line of Section 10 (70th Street East), said last-mentioned township and range; thence southerly along said last-mentioned section line to the southeast corner of said last-mentioned section; thence westerly along section lines (Avenue U) to said 47th Street East; thence southerly along said last-mentioned street to Barrel Springs Road as shown on County Surveyor's Map No. B-1452, Sheets 2 and 3, on file in the office of said county engineer; thence northwesterly along said road to an intersection with said boundary of the city of Palmdale, said last-mentioned intersection being in the south line of the northwest quarter of Section 7, Township 5 North, Range 11 West, S.B.M.; thence westerly along said boundary and following the same in all its various courses and curves to the northeast corner of Section 2, Township 5 North, Range 12 West, S.B.M.; thence southerly along section line to said Barrel Springs Road; thence northwesterly and westerly along said road to its intersection with Sierra Highway, said intersection being a point in the boundary of the city of Palmdale, as same existed on May 20, 1994; thence southeasterly along said last-mentioned boundary and following the same in all its various courses and curves to its first intersection with Pearblossom Highway; thence southwesterly along said highway to the northerly prolongation of Old Nadeau Road; thence southerly along said northerly prolongation and continuing southerly and southwesterly along said last-mentioned road and its southwesterly prolongation to said Sierra Highway; thence southwesterly along said Sierra Highway to the Antelope Valley Freeway; thence southeasterly, southerly and southwesterly along the Antelope Valley Freeway to the Edison Company's Antelope Mesa Transmission Line; thence northwesterly along said transmission line to the township line between Township 5 North and Township 6 North, S.B.M.; thence along township line to the southwest corner of Section 32, Township 6 North, Range 12 West, S.B.M.; thence northerly along section lines to the northeast corner of Section 7, said last-mentioned township and range, at the intersection of 30th Street West and Avenue N; thence westerly along section lines to the northeasterly boundary of the California Aqueduct; thence generally northwesterly along said northeasterly boundary of the California Aqueduct to the west line of Section 4, Township 6 North, Range 13 West, S.B.M.; thence northerly along section lines to the northwest corner of Section 33, said Township 7 North, Range 13 West; thence easterly along section line (Avenue L) to the northeast corner of Section 34, said last-mentioned township and range; thence northerly along section lines (60th Street West) to the point of beginning.~~

~~(Ord. 94-0048 § 1, 1994; Ord. 87-0148 § 1, 1987; Ord. 11624 § 1 (part), 1977; Ord. 10962 § 1 (part), 1974; Ord. 10544 § 1, 1972; Ord. 10051 § 1 (part), 1970; Ord. 9496 § 1, 1968; Ord. 8675 § 1, 1964; Ord. 7381 § 1 (part), 1958; Ord. 1769 Art. 1 § 105, 1929.)~~

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~~13.66.190 – District No. 6 – Las Virgenes area.~~

~~District No. 6, Las Virgenes area, includes all that part of the unincorporated territory of the county of Los Angeles within the following described boundaries:~~

~~Beginning at the quarter quarter section corner on the north line of the west half of Section 1, Township 1 South, Range 18 West, S.B.M.; thence easterly along the San Bernardino Base Line to the north quarter section corner of Section 4, Township 1 South, Range 17 West, S.B.M.; thence southerly along quarter section line to the south line of said last mentioned section; thence westerly along section line to the northeast corner of Section 8; said last mentioned township and range; thence southerly along section lines to the southeast corner of Section 17, said last mentioned township and range; thence westerly along section lines to the southwest corner of the southeast quarter of the southwest quarter of Section 18, said last mentioned township and range; thence northerly along quarter quarter section line to the northwest corner of said last mentioned quarter quarter section; thence westerly along quarter quarter section lines to the southeast corner of the northwest quarter of the southeast quarter of Section 13, Township 1 South, Range 18 West, S.B.M.; thence northerly and westerly along the easterly and northerly lines of said last mentioned quarter quarter section to the center of said Section 13; thence northerly along quarter section lines to the south line of Section 1, said last mentioned township and range; thence westerly along section line to the north and south quarter quarter section line through the west half of said Section 1; thence northerly along said quarter quarter section line to the point of beginning.~~

~~(Ord. 7381 § 1 (part), 1958; Ord. 1769 Art. 1 § 106, 1929.)~~

~~13.66.200 – District No. 7 – Liberty and Agoura area.~~

~~District No. 7, Liberty and Agoura area, includes all that part of the unincorporated territory of the county of Los Angeles within the following described boundaries:~~

~~Beginning at the intersection of the southwesterly boundary of the city of Los Angeles with the east and west quarter section line of fractional Section 23, Township 1 North, Range 17 West, S.B.M.; thence westerly along said quarter section line to the east line of Section 22, said township and range; thence southerly along said section line to the southeast corner of said Section 22; thence westerly along section lines to the east line of the west half of the east half of Section 29, said township and range; thence southerly along said east line to the south line of said Section 29; thence westerly along section lines to the northeast corner of Section 36, Township 1 North, Range 18 West, S.B.M.; thence southerly along the east line of said Section 36 to the east and west quarter section line of said Section 36; thence westerly along quarter section lines to the southeasterly line of Lot 1 of Tract No. 2804 as shown on map recorded in Book 33, page 95 of Maps, in the office of the recorder of said county; thence southwesterly along said southeasterly line of said Lot 1 to the centerline of Cornell Road; thence in a general northerly direction along said centerline of Cornell Road to a line parallel with and 1,000 feet southerly, measured at right angles, from the centerline of Agoura Road; thence westerly parallel with said last mentioned centerline in all its various courses to a line parallel with the 1,000 feet southerly, measured at right angles, from the centerline of the Ventura Freeway; thence westerly parallel with said last mentioned centerline to the southeasterly boundary of the Rancho El Conejo as shown on map filed in Case No. 1971 of the District Court of the 17th Judicial District of the state of California; thence southwesterly along said southeasterly boundary to the most northerly corner of Lot 6 of said Tract No. 2804; thence due west approximately two miles to the boundary of the county of Los Angeles; thence northeasterly and easterly along said last mentioned boundary to the westerly boundary of the city of Hidden Hills; thence southerly along the boundary of said city of Hidden Hills and following the same in all its various courses and curves to the boundary of said city of Los Angeles; thence southerly along said boundary of the city of Los Angeles and following the same in all its various courses to the point of beginning.~~

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~~Together with a small triangular island of the unincorporated territory of the county of Los Angeles lying between the city of Los Angeles and the city of Hidden Hills north of the centerline of Long Valley Road, 60 feet wide, as shown on map filed in Book 65, page 28 of Record of Surveys in the office of said recorder.~~

~~(Ord. 9409 § 1, 1967; Ord. 7381 § 1 (part), 1958; Ord. 1769 Art. 1 § 107, 1929.)~~

**13.66.210 - District No. 8—Little Rock area.**

~~District No. 8, Little Rock area, includes all that part of the unincorporated territory of the county of Los Angeles within the following described boundaries:~~

~~Beginning at the southwest corner of Section 14, Township 5 North, Range 11 West, S.B.M.; thence northerly along section line to the southerly boundary of the city of Palmdale as same existed on May 20, 1994; thence easterly along said boundary and following the same in all its various courses to the northwest corner of Section 30 (Avenue Q), Township 6 North, Range 10 West, S.B.M.; thence easterly along section lines to the northeast corner of Section 27, said last-mentioned township and range; thence southerly along section lines to the southeast corner of Section 34, said last-mentioned township and range; thence westerly along section lines to the northeast corner of Section 5, Township 5 North, Range 10 West, S.B.M.; thence southerly along section lines to the southeast corner of Section 17, said last-mentioned township and range; thence westerly along section lines to the point of beginning.~~

~~(Ord. 94-0048 § 2, 1994; Ord. 7381 § 1 (part), 1958; Ord. 1769 Art. 1 § 108, 1929.)~~

**13.66.220 - District No. 9—Malibu Lake area.**

~~District No. 9, Malibu Lake area, includes all that part of the unincorporated territory of the county of Los Angeles within the following described boundaries:~~

~~Beginning at the intersection of the range line between Ranges 18 and 19 West, S.B.M. and the southeasterly boundary of the Rancho El Conejo, as shown on map filed in Case No. 1971 of the District Court of the 17th Judicial District of the state of California; thence north one-half mile; thence east approximately 3,200 feet to said southeasterly boundary of the Rancho El Conejo; thence northeasterly along said southeasterly boundary 500 feet; thence east one-half mile; thence south one-quarter mile; thence east 800 feet; thence south one-quarter mile; thence east 1,000 feet; thence south one-quarter mile; thence east one-half mile; thence south one-half mile; thence east approximately one mile to the northerly prolongation of the east line of Section 9, Township 1 South, Range 18 West, S.B.M.; thence southerly along said prolongation to the centerline of Cornell Road; thence westerly along the centerline of Cornell Road and following the same in all its various courses to the northwesterly line of Lot 3, Tract No. 2804, as shown on map recorded in Book 33, page 95 of Maps, records of said county; thence southwest, southerly and easterly along the boundary of said last-mentioned lot to the northeasterly corner of Lot 88, Tract No. 8228, as shown on map recorded in Book 103, page 78 of Maps, records of said county; thence southerly and easterly along the easterly and northerly lines of said last-mentioned tract and continuing easterly along the northerly line of Tract No. 7397, as shown on map recorded in Book 113, page 92 of Maps, records of said county, to the northeasterly corner thereof; thence southerly in a direct line through the most southerly corner of Tract No. 9757, as shown on map recorded in Book 166, pages 38 and 39 of Maps, records of said county, to the east and west quarter section line of Section 10, Township 1 South, Range 18 West, S.B.M.; thence westerly along quarter section lines to the west line of Section 8, said last-mentioned township and range; thence northerly along section lines to a line that is parallel with and 2,000 feet southwest, measured at right angles, from the most southwest line of Lot 6, aforesaid Tract No. 2804; thence northwesterly parallel with the southwest lines of said last-mentioned lot to a line that is parallel with and 1,000 feet southerly, measured at right~~

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~~angles, from that certain course in the southerly boundary of said last-mentioned lot which bears N. 83 degrees 26 feet W.; thence westerly along said last-mentioned parallel line to the aforesaid southeasterly boundary of the Rancho El Conejo; thence southwesterly along said last-mentioned southeasterly boundary approximately 800 feet to the point of beginning.~~

~~(Ord. 7381 § 1 (part), 1958; Ord. 1769 Art. 1 § 109, 1929.)~~

**~~13.66.230 - District No. 10 - Malibu Mar Vista area.~~**

~~District No. 10, Malibu Mar Vista area, includes all that part of the unincorporated territory of the county of Los Angeles within the following described boundaries:~~

~~Beginning at the quarter quarter section corner on the north line of the east half of Section 29, Township 1 South, Range 18 West, S.B.M.; thence easterly along section lines to the southwest corner of Section 22, said township and range; thence northerly along section line to the northwest corner of said last-mentioned section; thence easterly along section lines to the northeast corner of Section 23, said township and range; thence southerly along section lines to the southeast corner of Section 26, said township and range; thence westerly along section line to the southeast corner of the southwest quarter of said last-mentioned section; thence northerly, westerly and southerly along the east, north and west lines of the southwest quarter of said last-mentioned section to the southeast corner of Section 27, said township and range; thence westerly along section line to the southwest corner of said last-mentioned section; thence southerly along section line to the northerly boundary of the Rancho Topanga Malibu Sequit as shown on map recorded in Book 1, pages 414 to 416 inclusive of Patents, in the office of the recorder of the county of Los Angeles; thence westerly and southwesterly along the northerly boundary of said rancho to the north-south quarter quarter section line in the east half of Fractional Section 32, said township and range; thence northerly along quarter quarter section lines to the point of beginning.~~

~~(Ord. 10577 § 1, 1972; Ord. 7381 § 1 (part), 1958; Ord. 1769 Art. 1 § 110, 1929.)~~

**~~13.66.240 - District No. 11 - Metropolitan area.~~**

~~District No. 11, metropolitan area includes all that part of the unincorporated territory of the county of Los Angeles within the following described boundaries:~~

~~Beginning at a point in the easterly boundary of the county of Los Angeles, at the peak of San Antonio Mountain (Old Baldy); thence southerly along Baldy Trail to Mount Baldy Road; thence southwesterly along said road to the intersection with Glendora Ridge Road; thence westerly along said last-mentioned road to the intersection with Glendora Mountain Road; thence northeasterly along said last-mentioned road to a line parallel with and one-eighth of a mile southerly and easterly from the road that is adjacent to the East Fork of the San Gabriel River; thence easterly and northerly along said parallel line to a point that is one-eighth of a mile northerly from East Fork Ranger Station; thence due West to a line parallel with and one-eighth of a mile westerly and northerly from said adjacent road; thence southerly and westerly along said last-mentioned parallel line to a line parallel with and one-eighth of a mile easterly, northerly and easterly from State Sign Route 39 (Crystal Lake Road); thence generally northerly, westerly and northerly along said last-mentioned parallel line to Cloudburst Canyon; thence westerly along said canyon to Coldbrook Creek; thence northwesterly along Coldbrook Creek to a line parallel with and one-eighth of a mile generally westerly from said State Sign Route 39; thence generally southerly along said last-mentioned parallel line to a line parallel with and one-eighth of a mile westerly and northerly from Rincon-Red Box Road; thence in a generally southerly and westerly direction along said last-mentioned parallel line to the northerly extension of Silver Mountain Fuel Break; thence southerly along said extension and Silver Mountain Fuel Break to the township line between Township 1 North, and Township 2 North, S.B.M.; thence westerly along said township line to the east line of Section~~

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~~3, Township 1 North, Range 10 West, S.B.M.; thence southerly along said east line to Silver Fish Road; thence generally westerly along said last mentioned road to Upper Clamshell Truck Trail; thence northerly along Upper Clamshell Truck Trail to said township line; thence westerly along said township line to the southwest corner of Section 31, Township 2 North, Range 10 West, S.B.M.; thence northerly along section line to Rincon Red Box Road; thence in a general westerly direction along Rincon Red Box Road to Mt. Wilson Forest Highway; thence northerly along Mt. Wilson Forest Highway to Angeles Crest Highway at the Red Box Guard Station; thence generally westerly along Angeles Crest Highway to Angeles Forest Highway; thence northerly along Angeles Forest Highway to Josephine Peak Road (2N64); thence generally northerly along Josephine Peak Road to the Josephine Peak Lookout; thence westerly along the Josephine Peak Fuel Break to a line one-eighth of a mile easterly and southeasterly from Angeles Forest Highway; thence generally northeasterly along said last mentioned parallel line to a point one-eighth of a mile southeasterly from Narrows Bridge; thence northwesterly in a direct line to a point in a line parallel with and one-eighth of a mile northwesterly from Narrows Bridge; thence due North to a line parallel with and one mile northwesterly from Angeles Forest Highway; thence generally southwestwardly along said last mentioned parallel line to a line parallel with and one mile northerly and northwesterly from Big Tujunga Canyon Road; thence generally westerly and southwestwardly along said last mentioned parallel line to the northerly prolongation of the west line of Section 1, Township 2 North, Range 13 West, S.B.M.; thence southerly along said prolongation and west line to a line parallel with and one-half mile northerly, northeasterly and northwesterly from said Big Tujunga Canyon Road; thence generally westerly and northwesterly and southwestwardly along said last mentioned parallel line to the south line of Section 36, Township 3 North, Range 14 West, S.B.M.; thence westerly along township line to the southeast corner of Section 33, said last mentioned township and range; thence northerly and westerly along the east and north lines of said Section 33 to the southeast corner of Section 29, said last mentioned township and range; thence northerly along the east line of said Section 29 to the northeast corner of said Section 29; thence westerly along section lines to the intersection with the boundary of the Angeles National Forest, (northwesterly of Limekiln Canyon) along the range line between Ranges 14 and 15 West, S.B.M.; thence northerly along said range line to the northeast corner of Section 24, Township 3 North, Range 15 West, S.B.M. (located northerly of Pacoima Dam); thence westerly along section lines to an angle point in said boundary of the Angeles National Forest (located at or near the quarter quarter section corner in the north line of the northwest quarter of Section 23, said Township 3 North, Range 15 West); thence generally westerly along said boundary of the Angeles National Forest and following the same in all its various courses to the intersection with the boundary of the city of Los Angeles, in Section 20, Township 3 North, Range 15 West, S.B.M. (westerly of Olive View Sanatorium); thence generally westerly and southerly along said city boundary and following the same in all its various courses to the intersection with the boundary of said county of Los Angeles (in the Pacific Ocean); thence southeasterly along the boundary of said county of Los Angeles and following the same in all its various courses to the point of beginning.~~

~~(Ord. 83-0171 § 3 (part), 1983: Ord. 81-0006 § 1, 1981: Ord. 12311 § 1, 1981: Ord. 12261 § 1, 1980: Ord. 10958 § 1 (part), 1974: Ord. 9419 § 1, 1967: Ord. 7381 § 1 (part), 1958: Ord. 1769 Art. 1 § 111, 1929.)~~

**13.66.250 – District No. 12 Roosevelt Highway.**

District No. 12, Roosevelt Highway, includes all that part of the unincorporated territory of the county of Los Angeles within the following described boundaries:

~~Beginning at the southwestwardly corner of the county of Los Angeles, being a point in the Pacific Ocean; thence northerly along the westerly boundary of said county to a line that is parallel with and 1,000 feet northerly, measured at right angles, from the centerline of the State Highway (extending westerly from the city of Santa Monica, through Rancho Topanga Malibu Sequit); thence easterly parallel~~

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~~with said centerline in all its various courses to the westerly line of Lot 5, Rancho Topanga Malibu Sequit, as shown on Recorder's Filed Map No. 534 on file in the office of the recorder of Los Angeles County; thence northerly along said westerly line to the northerly line of said rancho; thence easterly along said northerly line to the west line of fractional Section 35, Township 1 South, Range 18 West, S.B.M.; thence northerly along section lines to the east and west quarter section line of Section 26, said township and range; thence easterly along quarter section line to the center of said last mentioned section; thence southerly along quarter section lines to the northerly line of said rancho; thence easterly along said northerly line 800 feet; thence south to a line that is parallel with and 1,000 feet northerly, measured at right angles, from the centerline of the aforesaid State Highway; thence easterly parallel with said last mentioned centerline in all its various courses to the westerly line of Lot 3, aforesaid rancho; thence northerly along said westerly line to the northerly line of said rancho; thence easterly along said northerly line to the southeasterly corner of fractional Section 31, Township 1 South, Range 17 West, S.B.M.; thence south to a line that is parallel with the 2,000 feet northerly, measured at right angles, from the centerline of the aforesaid State Highway; thence easterly parallel with said last mentioned centerline to the easterly line of aforesaid Lot 3; thence northerly along said easterly line to the northwesterly boundary of aforesaid rancho; thence northeasterly along said northwesterly boundary to the north and south quarter section line of fractional Section 29, said last mentioned township and range; thence northerly along quarter section line to the northwest corner of Lot 2, said last mentioned section; thence easterly along quarter quarter section lines to the east line of said last mentioned section; thence southerly along said last mentioned east line and the southerly prolongation thereof to a line that is parallel with and 1,000 feet northerly, measured at right angles, from the centerline of aforesaid State Highway; thence easterly parallel with said last mentioned centerline in all its various courses to the westerly boundary of Tract No. 10570, as shown on map recorded in Book 161, page 36 et seq., of Maps, records of said county; thence northerly along the boundary of said tract and following the same in all its various courses to the southerly prolongation of the easterly line of fractional Section 27, said last mentioned township and range; thence northerly along said last mentioned prolongation and easterly line, to the northeasterly corner of said last mentioned section; thence westerly along section line to the north and south quarter quarter section line in the west half of Section 22, said last mentioned township and range; thence northerly along quarter quarter section line to the northerly line of said last mentioned section; thence easterly along section lines to the north and south quarter section line in the west half of Section 23, said last mentioned township and range; thence southerly along quarter quarter section line to the southerly line of said last mentioned section; thence easterly along section line to the north quarter section corner of fractional Section 26, said last mentioned township and range; thence southerly along quarter section lines to a line that is parallel with and 1,000 feet northerly, measured at right angles from the centerline of the aforesaid State Highway; thence easterly parallel with said last mentioned centerline in all its various courses to the north and south quarter quarter section line in the east half of fractional Section 31, Township 1 South, Range 16 West, S.B.M.; thence northerly along quarter quarter section line to the northerly line of said last mentioned section; thence westerly along section line to the south quarter section corner of fractional Section 30, said last mentioned township and range; thence northerly along quarter section line to the east and west quarter quarter section line in the south half of said last mentioned section; thence westerly along quarter quarter section line to the north and south quarter quarter section line in the west half of said last mentioned section; thence northerly along quarter quarter section line to the east and west quarter section line of said last mentioned section; thence westerly along quarter section line to the westerly line of said last mentioned section; thence northerly along section line to the east and west quarter quarter section line in the north half of Section 25, Township 1 South, Range 17 West, S.B.M.; thence westerly along quarter quarter section line to the north and south quarter quarter section line in the west half of said last mentioned section; thence northerly along quarter quarter section lines to the east and west quarter section line in Section 24, said last mentioned township and range; thence easterly along quarter section lines to the north and south quarter quarter section line in the west half of fractional Section 19, Township 1 South, Range 16 West, S.B.M.; thence southerly along quarter quarter section line to the southerly line of said last mentioned section; thence easterly along section line~~

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~~to the north and south quarter section line in fractional Section 30, said last-mentioned township and range; thence southerly along quarter section line to the east and west quarter quarter section line in the north half of said last-mentioned section; thence easterly along quarter quarter section line 660 feet; thence south to the east and west quarter section line of said last-mentioned section; thence easterly along quarter section line to the north and south quarter quarter section line in the east half of said last-mentioned section; thence southerly along said last-mentioned quarter quarter section line to the east and west quarter quarter section line in the south half of said last-mentioned section; thence easterly along quarter quarter section line to the southwesterly line of Rancho Boca de Santa Monica, as shown on map recorded in Book 3, page 13 of Patents, records of said county; thence southeasterly along said last-mentioned southwesterly line to a line that is parallel with and 1,000 feet northerly, measured at right angles from the centerline of the aforementioned State Highway; thence easterly parallel with said last-mentioned centerline in all its various courses to a line that is parallel with and 1,000 feet westerly measured at right angles from the centerline of Topanga Canyon Road; thence northerly parallel with said last-mentioned centerline in all its various courses to the southerly boundary of the city of Los Angeles as the same existed August 1, 1958; thence easterly along said last-mentioned boundary to a line that is parallel with and 1,000 feet easterly, measured at right angles from the centerline of the aforesaid Topanga Canyon Road; thence southerly parallel with said last-mentioned centerline in all its various courses to a line that is parallel with and 1,000 feet northerly, measured at right angles from the centerline of the aforesaid state highway; thence easterly parallel with said last-mentioned centerline in all its various courses to the westerly boundary of the city of Los Angeles as the same existed on the above-mentioned date; thence southerly along said last-mentioned city boundary to the southerly boundary of the county of Los Angeles; thence westerly along the boundary of said county and following the same in all its various courses to the point of beginning.~~

~~(Ord. 7381 § 1 (part), 1958; Ord. 1769 Art. 1 § 112, 1929.)~~

**~~13.66.260 – District No. 13 – Saugus-Newhall-Soledad area.~~**

~~District No. 13, Saugus-Newhall-Soledad area, includes all that part of the unincorporated territory of the county of Los Angeles within the following described boundaries:~~

~~Beginning at a point where Interstate Highway No. 5 (Golden State Freeway) crosses the Southern Pacific Railroad, near the Santa Clara River; thence southerly and southeasterly along Interstate Highway No. 5 to the intersection with the boundary of the city of Los Angeles, as same existed on May 20, 1994; thence northeasterly along said boundary and following the same in all its various courses to its first intersection with the boundary of the Angeles National Forest, as same existed on said date; thence northerly along said last-mentioned boundary and following the same in all its various courses to the southwest corner of Section 31, Township 4 North, Range 14 West, S.B.M.; thence easterly along section line to the north-south quarter section line of said last-mentioned section; thence northerly along quarter section lines to the north line of Section 19, said last-mentioned township and range; thence easterly along said boundary of Angeles National Forest and following the same in all its various courses to the north-south quarter section line of Section 10, said last-mentioned township and range, said corner being approximately one-fourth mile east of Alpine; thence northerly along quarter section line to Agua Dulce Canyon Road; thence generally northerly along Agua Dulce Canyon Road to Interstate Highway No. 14 (Antelope Valley Freeway); thence generally northeasterly along said Interstate Highway No. 14 to its intersection with the west line of Section 2, said township and range; thence northerly along said last-mentioned section line to the southwest corner of Section 35, Township 5 North, Range 14 West, S.B.M.; thence northerly along section lines to the west quarter section corner of Section 26, said last-mentioned township and range; thence easterly along quarter section line to the east line of said last-mentioned section; thence southerly along section lines to said Interstate Highway No. 14; thence generally northeasterly along said Interstate Highway No. 14 to the north line of Section 30, Township 5 North,~~

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~~Range 13 West, S.B.M.; thence westerly along section lines to the east line of the west half of the west half of Section 24, said last mentioned township and range; thence northerly along said last mentioned east line to the east-west quarter section line of said last mentioned section; thence westerly along said quarter section line to the west line of said last mentioned section; thence northerly along section line to the northeast corner of Section 23, said last mentioned township and range; thence westerly along section line to northwest corner of said Section 23; thence southerly along section line to the north line of the south half of the northeast quarter of Section 22, said last mentioned township and range; thence westerly along said last mentioned north line to the north-south quarter section line of said last mentioned section; thence southerly along said last mentioned quarter section line to its intersection with Davenport Road; thence generally westerly along Davenport Road to the boundary of the Angeles National Forest, at the intersection of Davenport Road and Sierra Highway; thence generally westerly along said last mentioned boundary and following the same in all its various courses to the intersection with Dry Canyon Road, at the southerly end of Dry Canyon Reservoir; thence generally southerly along Dry Canyon Road to Seco Canyon Road; thence southerly along Seco Canyon Road to said Southern Pacific Railroad; thence westerly along the Southern Pacific Railroad to the point of beginning.~~

~~(Ord. 94-0048 § 3, 1994; Ord. 10958 § 1 (part), 1974; Ord. 10051 § 1 (part), 1970; Ord. 7381 § 1 (part), 1958; Ord. 1769 Art. 1 § 113, 1929.)~~

**13.66.270 - District No. 14—Seminole.**

~~District No. 14, Seminole area, includes all that part of unincorporated territory of the county of Los Angeles within the following described boundaries:~~

~~Beginning at the quarter section corner of the north line of Section 11, Township 1 South, Range 19 West, S.B.M.; thence easterly along section lines to the northeast corner of Section 7, Township 1 South, Range 18 West, S.B.M.; thence southerly along section lines to the quarter corner on the east line of Section 19, said last mentioned township and range; thence westerly along quarter section lines to the center of Section 23, Township 1 South, Range 19 West, S.B.M.; thence northerly along quarter section lines to the point of beginning.~~

~~(Ord. 7381 § 1 (part), 1958; Ord. 1769 Art. 1 § 114, 1929.)~~

**13.66.280 - District No. 15—Topanga-Calabasas area.**

~~District No. 15, Topanga-Calabasas area, includes all that part of the unincorporated territory of the county of Los Angeles within the following described boundaries:~~

~~Beginning at the intersection of the north and south quarter section line of fractional Section 23, Township 1 North, Range 17 West, S.B.M. with the southwesterly boundary of the city of Los Angeles as same existed on August 1, 1958; thence southeasterly along the boundary of said city and following the same in all its various courses to the east line of said fractional section; thence southerly along section lines to the southeast corner of the northeast quarter of the southeast quarter of Section 26, said township and range; thence westerly along the south line of said quarter quarter section to the southwest corner thereof; thence southerly along quarter quarter section lines to the San Bernardino Base Line; thence easterly along said base line to the north and south quarter quarter section line in the west half of Section 1, Township 1 South, Range 17 West, S.B.M.; thence southerly along said quarter quarter section line to the northwest corner of the southeast quarter of the southwest quarter of said last mentioned section; thence easterly and southerly along the northerly and easterly lines of said last mentioned quarter quarter section to the southeast corner thereof; thence easterly along section lines to the northeast corner of the northwest quarter of the northeast quarter of Section 12, said last mentioned township and range; thence southerly along quarter quarter section line to the southeast corner of said~~

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~~last-mentioned quarter quarter section; thence easterly along quarter quarter section lines to the southeast corner of the northwest quarter of the northwest quarter of Section 7, Township 1 South, Range 16 West, S.B.M.; thence northerly along quarter quarter section lines to the east and west quarter section line of Section 6, said last-mentioned township and range; thence easterly along quarter section line to the center of said last-mentioned section; thence northerly along quarter section line to the San Bernardino Base Line; thence westerly along said base line to the range line between Ranges 16 and 17 West, S.B.M.; thence northerly along range line S.B.M.; thence northerly along range line to the southeast corner of the northeast quarter of the southeast quarter of fractional Section 25, Township 1 North, Range 17 West, S.B.M.; thence westerly along quarter quarter section line to the southwest corner of said last-mentioned quarter quarter section; thence northerly along quarter quarter section lines to the southwesterly boundary of said city of Los Angeles; thence southeasterly along said last-mentioned southwesterly boundary to the north and south quarter quarter section line in the east half of fractional Section 30, Township 1 North, Range 16 West, S.B.M.; thence southerly along quarter quarter section lines to the east and west quarter section line of Section 31, said last-mentioned township and range; thence easterly along quarter section line to east line of said last-mentioned section; thence southerly along section lines to the San Bernardino Base Line; thence easterly along said base line to the northwesterly boundary of said city of Los Angeles; thence southwesterly along said last-mentioned northwesterly boundary to the most westerly corner of the Rancho Boca de Santa Monica, as shown on map recorded in Book 3, page 13 of Patents, records of Los Angeles County; thence southeasterly along the southwesterly boundary of said rancho to east and west quarter section line of fractional Section 19, Township 1 South, Range 16 West, S.B.M.; thence westerly along quarter section lines to the southwest corner of the southeast quarter of the northwest quarter of Section 24, Township 1 South, Range 17 West, S.B.M.; thence northerly along quarter quarter section lines to the northwest corner of said last-mentioned quarter quarter section; thence easterly along quarter quarter section lines to the southwest corner of northeast quarter of the northeast quarter of said last-mentioned section; thence northerly along quarter quarter section lines to the south line of Section 12, said last-mentioned township and range; thence westerly and northerly along the south and west lines of said last-mentioned section to the southeast corner of the southeast quarter of the northeast quarter of Section 11, said last-mentioned township and range; thence westerly and northerly along the south and west lines of said last-mentioned quarter quarter section to the northwest corner thereof; thence westerly along quarter quarter section lines to the southwest corner of the northeast quarter of the northeast quarter of Section 10, said last-mentioned township and range; thence northerly along quarter quarter section lines to the east and west quarter section line of Section 3, said last-mentioned township and range; thence easterly along quarter section line to the east line of said last-mentioned section; thence northerly along section lines to the southeast corner of the northeast quarter of Section 34, Township 1 North, Range 17 West, S.B.M.; thence westerly, northerly and easterly along the south, west and north lines of said last-mentioned quarter section to the southwest corner of the southeast quarter of the southeast quarter of Section 27, said last-mentioned township and range; thence northerly and easterly along the west and north lines of said last-mentioned quarter quarter section to the northeast corner thereof; thence northerly along section line to the east and west quarter section line of Section 26, said last-mentioned township and range; thence easterly along quarter section line to the southwest corner of the southeast quarter of the northwest quarter of said last-mentioned section; thence northerly and easterly along the west and north lines of said last-mentioned quarter quarter section to the north and south quarter section line of said last-mentioned section; thence northerly along quarter section lines to the point of beginning.~~

~~(Ord. 7381 § 1 (part), 1958; Ord. 1769 Art. 1 § 115, 1929.)~~

**13.66.290 – District No. 16—Ravenna area.**

District No. 16, Ravenna area, includes all that part of the unincorporated territory of the county of Los Angeles within the following described boundaries:

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~~Beginning at the northwest corner of Section 17, Township 4 North, Range 13 West, S.B.M.; thence easterly along section lines to the northeast corner of the northwest quarter of the northeast quarter of Section 15, said township and range; thence southerly and westerly along the east and south lines of the northwest quarter of the northeast quarter of said last-mentioned section to the east line of the northwest quarter of said last-mentioned section; thence southerly and westerly along the east and south lines of the northwest quarter of said last-mentioned section to the northeast corner of the northeast quarter of the southeast quarter of Section 16, said township and range; thence southerly, westerly, and northerly along the east, south and west lines of the northeast quarter of the southeast quarter of said last-mentioned section to the east-west quarter section line of said last-mentioned section; thence westerly along said east-west quarter section line to the east line of said Section 17; thence northerly along said last-mentioned east line to the south line of the north half of the north half of said last-mentioned section; thence westerly along said last-mentioned south line to the west line of said last-mentioned section; thence northerly along said last-mentioned west line to the point of beginning.~~

~~(Ord. 9651 § 1, 1968; Ord. 1769 Art. 1 § 116, 1929.)~~

**~~13.66.300 – District No. 17—Val Verde-Bouquet Canyon area.~~**

~~District No. 17, Val Verde-Bouquet Canyon area, includes all that part of the unincorporated territory of the county of Los Angeles within the following described boundaries:~~

~~A. Beginning at the northeast corner of Section 23, Township 5 North, Range 17 West, S.B.M.; thence southerly along section line to the southeast corner of said section; thence easterly along section line to the northeast corner of Section 25, said township and range; thence southerly along range line to the southeast corner of said last-mentioned section; thence easterly along section line to the north-south quarter section line of Section 31, Township 5 North, Range 16 West, S.B.M.; thence southerly along said north-south quarter section line to the southwest corner of the northwest quarter of the northwest quarter of the northeast quarter of said section; thence easterly along the south line of the northwest quarter of the northwest quarter of said northeast quarter to the west line of the east half of the northwest quarter of said northeast quarter; thence southerly along said west line to the south line of the north half of said northeast quarter; thence easterly along said last-mentioned south line to the west line of the southeast quarter of said northeast quarter; thence southerly along said last-mentioned west line to the east-west quarter section line of said last-mentioned section; thence easterly along said east-west quarter section line to the east line of said last-mentioned section; thence southerly along said east line to the boundary of Rancho San Francisco as shown on map recorded in Book 1, pages 521 and 522, of Patents, in the office of the recorder of the county of Los Angeles; thence easterly along said boundary to San Francisquito Canyon Road; thence southeasterly along San Francisquito Canyon Road and following the same in all its various courses and curves to its first intersection with the boundary of the city of Santa Clarita, as same existed on April 4, 1994; thence southwesterly along said last-mentioned boundary and following the same in all its various courses and curves to the Golden State Freeway; thence southwesterly at right angles with said Golden State Freeway to The Old Road; thence southeasterly along The Old Road to its intersection with State Highway No. 126 (formerly Saugus and Ventura Road); thence westerly along said State Highway No. 126 to Chiquito Canyon Road; thence northerly along said Chiquito Canyon Road to said boundary of Rancho San Francisco; thence westerly along said last-mentioned boundary to the east line of Section 20, Township 4 North, Range 17 West, S.B.M.; thence northerly along section lines to the southeast corner of Section 8, said last-mentioned township and range; thence westerly along section line to the north-south quarter section line of said last-mentioned section; thence northerly along said north-south quarter section line to San Martinez Road; thence northwesterly along San Martinez Road to the north line of said Section 8; thence northwesterly in a direct line to the intersection of the west line of fractional Section 31, Township 5 North, Range 17~~

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~~West, S.B.M. and that certain truck trail known as Lechler Fire Truck Trail; thence northeasterly along Lechler Fire Truck Trail and following the same in all its various courses to the west line of Section 33, said last-mentioned township and range; thence northerly along section lines to the northwest corner of Section 28, said last-mentioned township and range; thence easterly along section lines to the southwest corner of said above mentioned Section 23; thence northerly and easterly along the west and north lines of said last-mentioned section to the point of beginning.~~

B. ~~Excepting therefrom any area included within any other district described in this Chapter 13.66~~

~~(Ord. 97-0045 § 1, 1997; Ord. 94-0048 § 4, 1994; Ord. 12089 § 1, 1980; Ord. 10051 § 1 (part), 1970; Ord. 1769 Art. 1 § 117, 1929.)~~

**13.66.310 – District No. 18 – Three Point area.**

District No. 18, Three Point area, includes all that part of the unincorporated territory of the county of Los Angeles within the following described boundaries:

~~Beginning at the northeast corner of Section 9, Township 8 North, Range 16 West, S.B.M.; thence southerly along section lines to the southeast corner of Section 16, said township and range; thence westerly along section line (Avenue D) to the southwest corner of said Section 16; thence southerly along section line to the southeast corner of Section 20, said township and range; thence easterly along section line to the northeast corner of Section 29, said township and range; thence southerly along section line to the southeast corner of Section 32, said township and range; thence easterly along township line to the northeast corner of Section 3, Township 7 North, Range 16 West, S.B.M.; thence southerly along section line to the southeast corner of said Section 3; thence westerly along section lines to the southwest corner of Section 4, said last-mentioned township and range; thence northerly along section line to the southeast corner of Section 5, said last-mentioned township and range; thence westerly along section line to the southeast corner of Section 6, said last-mentioned township and range; thence northerly and westerly along the east and north lines of the southeast quarter of said last-mentioned section to the southeast corner of the southwest quarter of the southeast quarter of the northeast quarter of said last-mentioned section; thence northerly and westerly along the east and north lines of the southwest quarter of the southeast quarter of the northeast quarter of said last-mentioned section to the east line of the west half of the northeast quarter of said last-mentioned section; thence northerly along said last-mentioned east line to the north line of the south 30 acres of the west half of the northeast quarter of said last-mentioned section; thence westerly along said last-mentioned north line to the north-south quarter section line of said last-mentioned section; thence southerly along said north-south quarter section line to the north line of the south half of the southeast quarter of the northwest quarter of said last-mentioned section; thence westerly along said last-mentioned north line to the west line of the southeast quarter of the northwest quarter of said last-mentioned section; thence northerly along said last-mentioned west line to the north line of Lot 9 of said last-mentioned section; thence westerly along said last-mentioned north line to the west line of said last-mentioned section; thence northerly along range line to the northwest corner of Section 31, said Township 8 North, Range 16 West; thence easterly along section line to the southwest corner of Section 29, said last-mentioned township and range; thence northerly along section lines to the northwest corner of said Section 17; thence easterly along section line to the point of beginning.~~

~~(Ord. 94-0048 § 5, 1994; Ord. 10958 § 1 (part), 1974; Ord. 10365 § 1, 1971; Ord. 1769 Art. 1 § 118, 1929.)~~

**13.66.320 – District No. 19 – Valyermo Ranger Station area.**

District No. 19, Valyermo Ranger Station area, includes all that part of the unincorporated territory of the county of Los Angeles described as follows:

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~~That portion of the Angeles National Forest which lies within Section 8, Township 4 North, Range 9 West, S.B.M.~~

~~(Ord. 10959 § 1 (part), 1979; Ord. 1769 Art. 1 § 119, 1929.)~~

**~~13.66.330 - District No. 20 - Little Rock Reservoir area.~~**

~~District No. 20, Little Rock Reservoir area, includes all that part of the unincorporated territory of the county of Los Angeles described as follows:~~

~~The water surface area of the Little Rock Reservoir at the highwater line and a strip of land one-fourth of a mile wide around said reservoir as measured from said highwater line.~~

~~(Ord. 10959 § 1 (part), 1974; Ord. 1769 Art. 1 § 120, 1929.)~~

**~~13.66.340 - District No. 21 - Soledad Forest Station area.~~**

~~District No. 21, Soledad Forest Station area, includes all that part of the unincorporated territory of the county of Los Angeles described as follows:~~

~~That portion of the Angeles National Forest which lies within Section 11, Township 4 North, Range 14 West, S.B.M.~~

~~(Ord. 10959 § 1 (part), 1974; Ord. 1769 Art. 1 § 121, 1929.)~~

**~~13.66.350 - District No. 22 - Interstate 5 - The Old Road area.~~**

~~District No. 22 - Interstate 5 - The Old Road area, includes all that part of the unincorporated territory of the county of Los Angeles within the following described boundaries:~~

~~A. Beginning at the intersection of the southwesterly boundary of Interstate 5 (Golden State Freeway) and the northeasterly boundary of The Old Road (Highway 99) in Section 33, Township 6 North, Range 17 West S.B.M.; thence northwesterly along said last mentioned boundary and following the same in all its various courses and curves to its intersection with the east line of Section 13, Township 6 North, Range 18 West, S.B.M.; thence southerly along the east line of said last mentioned section to the southeast corner thereof; thence westerly along section lines to the southwest corner of Section 14, said last mentioned township and range; thence northerly along section lines to the northwest corner of Section 2, said last mentioned township and range; thence easterly along the north line of said last mentioned section to said northeasterly boundary of The Old Road; thence northerly along said last mentioned boundary and following the same in all its various courses and curves to its intersection with said southwesterly boundary of Interstate Highway 5 (Golden State Freeway), in Section 9, Township 7 North, Range 18 West, S.B.M.; thence southerly along said last mentioned boundary and following the same in all its various courses to the north line of said Section 2; thence easterly along section line to the northeast corner of said last mentioned section; thence southerly along the east line of said last mentioned section to its intersection with said southwesterly boundary of Interstate Highway 5 (Golden State Freeway); thence southeasterly along said last mentioned boundary and following the same in all its various courses and curves to the point of beginning.~~

~~B. Excepting therefrom that portion thereof within the water surface area of the Pyramid Reservoir.~~

~~(Ord. 12131 § 1, 1980; Ord. 10959 § 1 (part), 1974; Ord. 1769 Art. 1 § 122, 1929.)~~

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~~13.66.360 - District No. 23 - Bear Creek-Cogswell Reservoir area.~~

~~A. District No. 23, Bear Creek-Cogswell Reservoir area, includes all that part of the unincorporated territory of the county of Los Angeles within the following described boundaries:~~

~~Beginning at the intersection of a line parallel with and one-eighth of a mile westerly from State Sign Route 39 and a line parallel with and one-eighth of a mile southerly from the West Fork of the San Gabriel River; thence generally westerly along said last-mentioned parallel line to a line parallel with and one-eighth of a mile southerly from the highwater line of Cogswell Reservoir; thence generally westerly, northerly and easterly along a line parallel with and one-eighth of a mile from said highwater line to a line parallel with and one-eighth of a mile northerly from said West Fork of the San Gabriel River (near Cogswell Dam); thence generally easterly along said last-mentioned parallel line to a line parallel with and one-eighth of a mile westerly from Bear Creek; thence generally northerly along said last-mentioned parallel line to Little Bear Creek; thence due East to a line parallel with and one-eighth of a mile easterly from Bear Creek; thence generally southerly along said last-mentioned parallel line to a line parallel with and one-eighth of a mile northerly from said West Fork of the San Gabriel River; thence generally easterly along said last-mentioned parallel line to a line parallel with and one-eighth of a mile westerly from said State Sign Route 39; thence southerly along said last-mentioned parallel line to the point of beginning.~~

~~B. In this district, legal deer-hunting firearms may be used during the regular deer-hunting season.~~

~~(Ord. 10959 § 1 (part), 1974: Ord. 1769 Art. 1 § 123, 1929.)~~

~~13.66.380 - District No. 25.~~

~~District No. 25. (No boundaries filed.)~~

~~(Ord. 10959 § 1 (part), 1974: Ord. 1769 Art. 1 § 125, 1929.)~~

~~13.66.390 - District No. 27 - Angeles Forest Highway area.~~

~~District No. 27, Angeles Forest Highway area, includes:~~

~~A. All that part of the unincorporated territory of the county of Los Angeles which lies within a strip of land one-fourth of a mile wide lying one-eighth of a mile on each side of the centerline of Angeles Forest Highway and which extends from the Narrows Bridge northerly to the northerly boundary of the Angeles National Forest.~~

~~B. Also, that territory within the following described boundaries:~~

~~Beginning at a point one-eighth of a mile northwesterly from Narrows Bridge; thence due North to the North Fork of Mill Creek; thence North 45 degrees East to a point one-fourth of a mile due West from the Middle Fork of Mill Creek; thence South 45 degrees East to a point distant one-eighth of a mile northwesterly from Angeles Forest Highway; thence southeasterly in a direct line to the intersection of a line parallel with and one-fourth of a mile easterly of Forest Road No. 3N24 and a line parallel with the one-eighth of a mile southeasterly from Angeles Forest Highway; thence along said line parallel with Forest Road No. 3N24 in a general southerly direction to the firebreak extending easterly and northeasterly from the tunnel; thence southwesterly and westerly along said firebreak to a line parallel with the one-eighth of a mile easterly and southeasterly from Angeles Forest Highway; thence southerly and southwesterly along said last-mentioned parallel line to a point one-eighth of a mile southeasterly from Narrows Bridge; thence northwesterly in a direct line to the point of beginning.~~

~~(Ord. 10959 § 1 (part), 1974: Ord. 1769 Art. 1 § 127, 1929.)~~

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**~~13.66.400 – District No. 28 – Aliso Canyon Road area.~~**

~~District No. 28, Aliso Canyon Road area, includes all that part of the unincorporated territory of the county of Los Angeles which lies within a strip of land one-fourth of a mile wide lying one-eighth of a mile on each side of the centerline of Aliso Canyon Road and which extends from the westerly line of Angeles Forest Highway northwesterly to the northerly boundary of the Angeles National Forest.~~

~~(Ord. 10959 § 1 (part), 1974; Ord. 1769 Art. 1 § 128, 1929.)~~

**~~13.66.410 - District No. 29 – Little Tujunga Road-Sand Canyon Road, Los Pinetos Road and Gold Creek Road area.~~**

~~Little Tujunga Road-Sand Canyon Road, Los Pinetos Road and Gold Creek Road area, includes:~~

- ~~A. All that part of the unincorporated territory of the county of Los Angeles which lies within a strip of land one-fourth of a mile wide lying one-eighth of a mile on each side of the centerlines of the Little Tujunga Road and Sand Canyon Road and which extends from the south line of Section 28, Township 3 North, Range 14 West, S.B.M. northerly to the northerly boundary of the Angeles National Forest.~~
- ~~B. Also, that territory which lies within a strip of land one-fourth of a mile wide lying one-eighth of a mile on each side of the centerline of Los Pinetos Road, formerly Santa Clara Road and which extends from Little Tujunga Road westerly to County Camp No. 9.~~
- ~~C. Also, that territory which lies within a strip of land one-fourth of a mile wide lying one-eighth of a mile on each side of the centerline of Gold Creek Road and which extends from Little Tujunga Road easterly to the east line of Section 27, said Township 3 North, Range 14 West.~~

~~(Ord. 10962 § 1 (part), 1974; Ord. 10959 § 1 (part), 1974; Ord. 1769 Art. 1 § 129, 1929.)~~

**~~13.66.420 – District No. 30 – Bouquet Canyon Road and Spunky Canyon Road area.~~**

~~District No. 30, Bouquet Canyon Road and Spunky Canyon Road area, includes:~~

- ~~A. All that part of the unincorporated territory of the county of Los Angeles which lies within a strip of land one-fourth of a mile wide lying one-eighth of a mile on each side of the centerline of Bouquet Canyon Road and which extends from the southerly boundary of the Angeles National Forest northeasterly to the easterly boundary of Angeles National Forest.~~
- ~~B. Also, that territory which lies within a strip of land one-fourth of a mile wide lying one-eighth of a mile on each side of the centerline of Spunky Canyon Road.~~

~~(Ord. 10959 § 1 (part), 1974; Ord. 1769 Art. 1 § 130, 1929.)~~

**~~13.66.430 – District No. 31 – San Francisquito Canyon Road area.~~**

~~District No. 31, San Francisquito Canyon Road area includes:~~

- ~~A. All that part of unincorporated territory of the county of Los Angeles which lies within a strip of land one-fourth of a mile wide lying one-eighth of a mile on each side of the centerline of San Francisquito Canyon Road and which extends from the southerly boundary of Angeles National Forest northeasterly to the northerly boundary of Angeles National Forest.~~

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~~B. Also, that territory which lies within a strip of land one mile wide lying one-half mile on each side of the following described centerline:~~

~~Beginning at a point in the centerline of San Francisquito Canyon Road distant along said centerline 1,250 feet northerly and easterly from south line of Section 11, Township 5 North, Range 16 West, S.B.M.; thence generally easterly, northerly and northeasterly along said centerline a distance of two miles.~~

~~(Ord. 12263 § 1, 1980; Ord. 10962 § 1 (part), 1974; Ord. 10959 § 1 (part), 1974; Ord. 1769 Art. 1 § 131, 1929.)~~

**~~13.66.440 – District No. 32 – Lake Hughes Road area.~~**

~~District No. 32, Lake Hughes Road area, includes all that part of the unincorporated territory of the county of Los Angeles which lies within a strip of land one-fourth of a mile wide lying one-eighth of a mile on each side of the centerline of Lake Hughes Road and which extends from the southerly boundary of the Angeles National Forest northerly to Pine Canyon Road.~~

~~(Ord. 10959 § 1 (part), 1974; Ord. 1769 Art. 1 § 132, 1929.)~~

**~~13.66.450 – District No. 33 – Mile High area.~~**

~~District No. 33, Mile High area, includes:~~

~~A. All that part of the unincorporated territory of the county of Los Angeles which lies within a strip of land one-fourth of a mile wide lying one-eighth of a mile on each side of the centerline of Big Pines Highway and which extends from the east line of Range 9 West, S.B.M. generally northwesterly to the north line of the south half of Section 23, Township 4 North, Range 9 West, S.B.M.~~

~~B. Excepting therefrom any public lands within the National Forest.~~

~~(Ord. 11624 § 1 (part), 1977; Ord. 1769 Art. 1 § 133, 1929.)~~

**~~13.66.460 – District No. 34 – Gold Creek Canyon area.~~**

~~District No. 34, Gold Creek Canyon area, includes all that part of the unincorporated territory of the county of Los Angeles described as follows:~~

~~Beginning at the southwest corner of the northwest quarter of the northeast quarter of Section 26, Township 3 North, Range 14 West, S.B.M.; thence northerly along quarter section lines to the northwest corner of the south half of the southeast quarter of Section 23, said township and range; thence easterly along quarter quarter section lines to the northeast corner of the southwest quarter of the southwest quarter of Section 24, said township and range; thence southerly along quarter quarter section lines to the northwest corner of the southwest quarter of the northeast quarter of the northwest quarter of Section 25, said township and range; thence easterly and southerly along the north and east lines of the southwest quarter of the northeast quarter of the northwest quarter of said Section 25 to the southeast corner of the southwest quarter of the northeast quarter of the northwest quarter of said Section 25; thence westerly along quarter quarter section lines to the southwest corner of the southeast quarter of the northeast quarter of the northeast quarter of said Section 26; thence northerly along the west line of the southeast quarter of the northeast quarter of the northeast quarter of said Section 26 to the south line of the north half of the northeast quarter of the northeast quarter of said Section 26; thence westerly along said south line to the southwest corner of the north half of the northeast quarter of the northeast quarter of said~~

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~~Section 26; thence southerly and westerly along the east and south lines of the northwest quarter of the northeast quarter of said Section 26 to the point of beginning.~~

~~(Ord. 11625 § 1 (part), 1977; Ord. 1769 Art. 1 § 134, 1929.)~~

**~~13.66.470 – District No. 35 – Acton area.~~**

~~District No. 35, Acton area, includes all that part of the unincorporated territory of the county of Los Angeles described as follows:~~

~~Beginning at the northwest corner of Section 36, Township 5 North, Range 13 West, S.B.M.; thence easterly, southerly, westerly and northerly along the north, east, south and west lines of said section to the point of beginning.~~

~~(Ord. 11625 § 1 (part), 1977; Ord. 1769 Art. 1 § 135, 1929.)~~

**~~13.66.471 – District No. 35.1 – Lake Los Angeles area.~~**

~~District No. 35.1, Lake Los Angeles area, includes all that part of the unincorporated territory of the county of Los Angeles within the following described boundaries:~~

~~Beginning at the northwest corner of Section 5, Township 6 North, Range 9 West, S.B.M. (at the intersection of 150th Street East and Avenue M); thence easterly along section lines (Avenue M) to the northwest corner of Section 3, said township and range; thence southerly and easterly along the west and south lines of said Section 3 to the northeast corner of Section 10, said township and range; thence southerly along section lines (180th Street East) to the southeast corner of Section 22, said township and range; thence westerly along section lines (Avenue Q) to the north-south quarter-section line of Section 28, said township and range; thence southerly along said last-mentioned north-south quarter-section line to the center of said Section 28; thence westerly along east-west quarter-section lines to the west quarter section corner of Section 29, said township and range; thence northerly along section line to the northwest corner of said Section 29; thence easterly along section line (Avenue Q) to the northwest corner of said Section 28; thence northerly along section lines (160th Street East) to the southeast corner of Section 8, said township and range; thence westerly along section line (Avenue O) to the southwest corner of said Section 8; thence northerly along section lines (150th Street East) to the point of beginning.~~

~~(Ord. 94-0048 § 7, 1994.)~~

**~~13.66.472 – District No. 35.2 – Leona Valley area.~~**

~~District No. 35.2, Leona Valley area, includes all that part of the unincorporated territory of the county of Los Angeles within the following described boundaries:~~

~~Beginning at the northwest corner of Section 12, Township 6 North, Range 14 West, S.B.M.; thence easterly along section lines to the northeast corner of Section 8, Township 6 North, Range 13 West, S.B.M.; thence southerly along section lines and continuing southerly, westerly and southwesterly along Bouquet Canyon Road to the west line of Section 20, said last-mentioned township and range; thence northerly along section line to the northwest corner of said last-mentioned section; thence westerly along section lines to the southwest corner of Section 13, said Township 6 North, Range 14 West; thence northerly along section lines to the point of beginning.~~

~~(Ord. 94-0048 § 8, 1994.)~~

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~~13.66.473 – District No. 35.3 – Elizabeth Lake area.~~

~~District No. 35.3, Elizabeth Lake area, includes all that part of the unincorporated territory of the county of Los Angeles within the following described boundaries:~~

~~Beginning at the northeast corner of Section 29, Township 7 North, Range 14 West, S.B.M.; thence southerly along section line to the southeast corner of said section; thence easterly along section line to the north-south quarter section line of Section 33, said township and range; thence southerly along said north-south quarter section line to the south line of said last-mentioned section; thence westerly along section lines to the southwest corner of Section 32, said township and range; thence northerly along section line to the northwest corner of said last-mentioned section; thence westerly along section line to the north-south quarter section line of Section 30, said township and range; thence northerly along said north-south quarter section line to the north line of said last-mentioned section; thence easterly along section lines to the point of beginning.~~

~~(Ord. 94-0048 § 9, 1994.)~~

~~13.66.474 – District No. 35.4 – Santiago Road-Antelope Valley Freeway area.~~

~~District No. 35.4, Santiago Road-Antelope Valley Freeway area, includes all that part of the unincorporated territory of the county of Los Angeles within the following described boundaries:~~

~~Beginning at the northeast corner of Section 20, Township 5 North, Range 12 West, S.B.M.; thence southerly along section line to the southeast corner of said section; thence easterly along section line to the north-south quarter section line of Section 28, said township and range; thence southerly along north-south quarter section lines to the center of Section 33, said township and range; thence westerly along east-west quarter section lines to the west line of Section 31, said township and range; thence northerly along section line to the northwest corner of said last-mentioned section; thence westerly along section line to the southwest corner of Section 25, Township 5 North, Range 13 West, S.B.M.; thence northerly along section lines to the northwest corner of Section 24, said last-mentioned township and range; thence easterly along section lines to the point of beginning.~~

~~(Ord. 94-0048 § 10, 1994.)~~

~~13.66.475 – District No. 35.5 – Antelope Acres area.~~

~~District No. 35.5, Antelope Acres area, includes all that part of the unincorporated territory of the county of Los Angeles within the following described boundaries:~~

~~Beginning at the northeast corner of Section 20, Township 8 North, Range 13 West, S.B.M.; (at the intersection of Avenue D and 80th Street West); thence southerly along section lines (80th Street West) to the southeast corner of Section 29, said township and range; thence westerly along section line (Avenue F) to the southwest corner of said Section 29; thence southerly along section line (90th Street West) to the east-west quarter section line of Section 31, said township and range; thence westerly along said east-west quarter section line (Avenue F-8) to the north-south quarter section line of said Section 31; thence northerly along said north-south quarter section lines (95th Street West) to the north line of Section 30, said township and range; thence easterly along section line (Avenue E) to the southwest corner of said Section 20; thence northerly and easterly along the west and north lines of said last-mentioned section to the point of beginning.~~

~~(Ord. 94-0048 § 11, 1994.)~~

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~~13.66.476 – District No. 35.6 – Gorman Post Road-Interstate 5 area.~~

~~District No. 35.6, Gorman Post Road-Interstate 5 area, includes all that part of the unincorporated territory of the county of Los Angeles within the following described boundaries:~~

- ~~A. Beginning at the northeast corner of Section 12, Township 8 North, Range 19 West, S.B.M.; thence southerly along section line to Interstate Highway No. 5 (Golden State Freeway); thence westerly and northwesterly along said Interstate Highway No. 5 to the south line of Section 3, said township and range; thence easterly along section lines to the point of beginning.~~
- ~~B. Excepting therefrom any area included within any other district described in this Chapter 13.66 (Ord. 94-0048 § 12, 1994.)~~

~~13.66.477 - District No. 35.7 – Llano area.~~

~~District No. 35.7, Llano area, includes all that part of the unincorporated territory of the county of Los Angeles within the following described boundaries:~~

~~Beginning at the northeast corner of Section 28, Township 5 North, Range 9 West, S.B.M.; thence southerly along section lines (175th Street East) to the generally southerly boundary of the California Aqueduct; thence westerly along said generally southerly boundary to the east line of Section 32, said township and range; thence southerly along section lines (165th Street East) to the south line of Section 5, Township 4 North, Range 9 West, S.B.M.; thence westerly along said south line to the west line of said Section 5; thence northerly along section lines (155th Street East) to the generally northerly boundary of said California Aqueduct; thence easterly along said generally northerly boundary to the east line of said Section 32; thence northerly along section lines (165th Street East) to the north line of said Section 28; thence easterly along said north line to the point of beginning.~~

~~(Ord. 94-0048 § 13, 1994.)~~

~~13.66.478 - District No. 35.8 – Neenach area.~~

~~District No. 35.8, Neenach area, includes all that part of the unincorporated territory of the county of Los Angeles within the following described boundaries:~~

~~Beginning at the northeast corner of Section 13, Township 8 North, Range 17 West, S.B.M.; thence southerly along the east line of said section to the northerly side line of Avenue C 6 Lancaster Road; thence westerly along said northerly side line to the west line of said section; thence northerly and easterly along the west and north lines of said section to the point of beginning.~~

~~(Ord. 94-0048 § 14, 1994.)~~

~~13.66.479 – District No. 35.9 – Longview area.~~

~~District No. 35.9, Longview area, includes all that part of the unincorporated territory of the county of Los Angeles within the following described boundaries:~~

~~Beginning at the east quarter section corner of Section 23, Township 5 North, Range 10 West, S.B.M. (at the intersection of Pearblossom Highway and 136th Street East); thence southerly along section lines (136th Street East) to the centerline of the California Aqueduct; thence westerly along said centerline and following the same in all its various courses and curves to the north-south quarter section line of Section 34, said township and range; thence northerly along quarter section lines to the center of~~

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~~Section 22, said township and range; thence easterly along quarter section lines (Pearblossom Highway) to the point of beginning.~~

~~(Ord. 94-0048 § 15, 1994.)~~

**~~13.66.480 – District No. 36 – Northwest Acton area.~~**

~~District No. 36, northwest Acton area, includes all that part of the unincorporated territory of the county of Los Angeles described as follows:~~

~~Beginning at the northwest corner of Section 27, Township 5 North, Range 13 West, S.B.M.; thence easterly, southerly, westerly and northerly along the north, east, south and west lines of said section to the point of beginning.~~

~~(Ord. 11625 § 1 (part), 1977; Ord. 1769 Art. 1 § 136, 1929.)~~

**~~13.66.481 – District No. 36.1 – Pine Canyon area.~~**

~~District No. 36.1, Pine Canyon area, includes all that part of the unincorporated territory of the county of Los Angeles within Section 6, Township 7 North, Range 15 West, S.B.M.~~

~~(Ord. 94-0048 § 16, 1994.)~~

**~~13.66.482 – District No. 36.2 – Juniper Hills area.~~**

~~District No. 36.2, Juniper Hills area, includes all that part of the unincorporated territory of the county of Los Angeles within the following described boundaries:~~

~~Beginning at the southwest corner of Section 8, Township 4 North, Range 10 West, S.B.M., said corner being a point in the boundary of the Angeles National Forest, as same existed on March 28, 1994; thence northerly along section line (96th Street East) to the northwest corner of said Section 8; thence easterly along section lines to the northeast corner of Section 9, said township and range; thence southerly along section line (116th Street East) to the southeast corner of said Section 9; thence easterly along section lines to Devil's Punchbowl Road; thence southeasterly along said Devil's Punchbowl Road to its first intersection with said boundary of the Angeles National Forest (in Section 18, Township 4 North, Range 9 West, S.B.M.); thence westerly along said boundary and following the same in all its various courses to the point of beginning.~~

~~(Ord. 94-0048 § 17, 1994.)~~

**~~13.66.483 – District No. 36.3 – Stevenson Ranch area.~~**

~~District No. 36.3, Stevenson Ranch area, includes all that part of the unincorporated territory of the county of Los Angeles within the following described boundaries:~~

~~Beginning at the intersection of Interstate Highway No. 5 (Golden State Freeway) and State Highway No. 126 (formerly Saugus and Ventura Road), said intersection being a point in the boundary of the city of Santa Clarita, as same existed on April 20, 1994; thence southwesterly along State Highway No. 126 to the west line of Section 7, Township 4, North, Range 16 West, Rancho San Francisco, as shown on County Surveyor's Filed Map No. 15284, on file in the office of the director of the department of public works of the county of Los Angeles; thence southerly along section lines as shown of said map to the northwest corner of Section 30, said township and range as shown on said map; thence easterly along~~

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~~the north line of said last-mentioned section to the northeast corner of said last-mentioned section; thence southerly along section lines as shown on said map to the northerly line of Parcel 3, Parcel Map No. 15955, as shown on map filed in Book 188, pages 90 to 95, inclusive, of Parcel Maps, in the office of the recorder of the county of Los Angeles; thence westerly and southerly along the northerly and westerly lines of last-mentioned parcel to the southerly boundary of said Rancho San Francisco, thence easterly along said southerly boundary to the north-south quarter section line of Section 5, Township 3 North, Range 16 West, S.B.M.; thence southerly along said north-south quarter section line to the south line of said last-mentioned section; thence easterly along section lines to the first intersection with said boundary of the city of Santa Clarita (at Interstate Highway No. 5); thence northwesterly along said boundary of the city of Santa Clarita and following the same in all its various courses and curves to the point of beginning.~~

~~(Ord. 94-0048 § 18, 1994.)~~

**~~13.66.490 – District No. 37 – Malibu-Santa Monica Mountains area.~~**

~~District No. 37, Malibu-Santa Monica Mountains area, includes all that part of the unincorporated territory of the county of Los Angeles within the following described boundaries:~~

~~Parcel 1.~~

~~Beginning at the northwesterly corner of Parcel 56 as shown on map filed in Book 72, pages 3 to 6 inclusive of Record of Surveys, in the office of the recorder of the county of Los Angeles, said corner being a point in the boundary of the county of Los Angeles, said corner also being an angle point in the boundary of the city of Hidden Hills; thence southerly along said last-mentioned boundary and following the same in all its various courses and curves to its first intersection with the east line of fractional Section 22, Township 1 North, Range 17 West, S.B.M.; thence southerly along the boundary of the city of Los Angeles and following the same in all its various courses to its first intersection with said boundary of the county of Los Angeles (in the Pacific Ocean); thence westerly along said boundary of the county of Los Angeles and following the same in all its various courses and curves to the point of beginning.~~

~~Excepting therefrom any area included within any other district described in this chapter.~~

~~Parcel 2.~~

~~Beginning at the northeasterly corner of Parcel 40 as shown on map filed in Book 65, page 28 of Record of Surveys, in the office of the recorder of the county of Los Angeles, said corner being an angle point in the boundary of the city of Hidden Hills; thence westerly and northerly along said boundary to its first intersection with the boundary of the city of Los Angeles; thence southerly along said last-mentioned boundary to the point of beginning.~~

~~Parcel 3.~~

~~Beginning at the intersection of the boundary of the county of Los Angeles and the south line of fractional Section 33, Township 2 North, Range 17 West, S.B.M., said intersection being an angle point in the boundary of the city of Los Angeles; thence easterly along said last-mentioned boundary and following the same in all its various courses and curves to the northwesterly corner of Lot 1 of Section 9, Township 1 North, Range 17 West, S.B.M.; thence northerly along said boundary of the county of Los Angeles to the point of beginning.~~

~~Parcel 4.~~

~~Beginning at an angle point in the boundary of the county of Los Angeles, said angle point being a point in the westerly line of Lot 4 of fractional Section 23, Township 2 North, Range 17 West, S.B.M., said angle point also being a point in the boundary of the city of Los Angeles; thence southerly along said last-mentioned boundary and following the same in all its various courses to the intersection of the northerly~~

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line of Lot 4 of ~~Section 33~~, Township 2 North, Range 17 West, S.B.M. and said boundary of the county of Los Angeles; thence northerly and easterly along said last-mentioned boundary to the point of beginning.

(Ord. 11640 § 1, 1977; Ord. 1769 Art. 1 § 137, 1929.)

**13.66.491 – District No. 38 – Interstate 5-Paradise Ranch area.**

District No. ~~38~~, Interstate 5-Paradise Ranch Area, includes:

A. All that part of the unincorporated territory of the county of Los Angeles within the following described boundaries:

~~Beginning at a point where Interstate Highway No. 5 (Golden State Freeway) crosses the Southern Pacific Railroad, near the Santa Clara River; thence northeasterly at right angles from said Interstate Highway No. 5 (Golden State Freeway) to a line parallel with and one-eighth of a mile northeasterly, easterly and northerly from the most easterly roadway of said Interstate Highway No. 5 (Golden State Highway); thence generally northwesterly and northerly along said parallel line to the common boundary between the county of Los Angeles and the county of Kern; thence westerly along said common boundary to a line parallel with and one-eighth of a mile westerly and southwestly from the most westerly roadway of said Interstate Highway No. 5 (Golden State Freeway); thence generally southerly and southeasterly along said last-mentioned parallel line to a line which bears at right angles from said Interstate Highway No. 5 (Golden State Freeway) and which passes through the point of beginning; thence northeasterly in a direct line to the point of beginning.~~

B. Excepting therefrom any area included within any other district described in this Chapter 13.66

(Ord. 12262 § 1, 1980; Ord. 1769 Art. 1 § 138, 1929.)

**13.66.492 – District No. 39 – Mescal Creek area.**

District No. ~~39~~, Mescal Creek area, includes:

All that part of the unincorporated territory of the county of Los Angeles within the following described boundaries:

~~Beginning at the intersection of the south line of Section 21 Township 4 North, Range 8 West, S.B.M. and a line parallel and concentric with and one-eighth of a mile westerly, measured at right angles or radially from the centerline of Mescal Canyon Road as said centerline is shown on map of county surveyor's Map No. B-798, Sheets 1 and 2, on file in the office of the county engineer of the county of Los Angeles; thence generally northerly along said parallel and concentric line, and continuing northerly along a line parallel with and one-eighth of a mile westerly, measured at right angles from the centerline of 233rd Street East as said last-mentioned centerline is shown on said map, to the south line of the north half of Section 16, said township and range; thence westerly, northerly and easterly along the south, west and north lines of the north half of said last-mentioned section to said last-mentioned parallel line; thence northerly along a line parallel and concentric with and one-eighth of a mile westerly, measured at right angles or radially from said last-mentioned centerline to the south line of Section 33, Township 5 North, Range 8 West, S.B.M.; thence northerly along a line parallel with and one-eighth of a mile westerly, measured at right angles, from the east line of said last-mentioned section to the centerline of Antelope Highway; thence southeasterly along said last-mentioned centerline to a line parallel with and one-eighth of a mile easterly, measured at right angles from the east line of Section 34, said last-mentioned township and range; thence southerly along said last-mentioned parallel line to the south line of said last-mentioned section; thence southerly along a line parallel and concentric with and one-eighth of a mile easterly, measured at right angles or radially from said centerline of 233rd Street East and continuing~~

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~~southerly along a line parallel and concentric with and one-eighth of a mile easterly, measured at right angles or radially from said centerline of Mescal Canyon Road to said south line of Section 21; thence westerly in a direct line to the point of beginning.~~

~~(Ord. 12317 § 1, 1981; Ord. 1769 Art. 1 § 139, 1929.)~~

**~~13.66.493 - District No. 40—Castaic Lake State Recreation Area.~~**

~~District No. 39, Castaic Lake State Recreation Area, includes:~~

~~All that part of the unincorporated territory of the county of Los Angeles within the following described boundaries:~~

~~Beginning at a point in the north line of Section 2, Township 5 North, Range 17 West, S.B.M., said point being distant S 89° 34' 08" E along said north line 518.75 feet from the northwest corner of said section; thence along the boundary of Castaic Lake State Recreation Area, the following described courses: South 22° 28' 29" East 4819.99 feet, South 25° 33' 38" East 2,592.71 feet, South 4° 26' 48" West 380.89 feet, South 35° 12' 00" East 830.47 feet, South 3° 53' 52" West 402.34 feet, South 27° 42' 16" East 1,306.27 feet, South 47° 02' 12" East 726.64 feet, South 25° 13' 02" East a distance of 374.25 feet to the east line of Section 11, said township and range, South 0° 19' 27" West along said east line to the southeast corner of said last-mentioned section, South 89° 47' 24" East along the north line of Section 13, said township and range, a distance of 715.45 feet, South 2° 04' 58" East 771.19 feet, South 59° 41' 55" West 530.00 feet, South 16° 27' 17" East 3,154.40 feet, South 29° 43' 41" East 2,808.76 feet to the west line of the northeast quarter of Section 24, said township and range, South 0° 48' 47" West along said west line a distance of 1,466.74 feet to the south line of the northeast quarter of said last-mentioned section, South 89° 55' 06" East along said south line a distance of 242.32 feet to the centerline of that certain parcel of land (Ridge Route) described in deed to the state of California recorded in Book 7487, page 91 of Official Records, in the office of the recorder of the county of Los Angeles, along said centerline South 3° 31' 54" East 519.63 feet to the beginning of a tangent curve concave to the west and having a radius of 1,000 feet, southerly along said curve through a central angle of 7° 42' 26" a distance of 134.52 feet and South 4° 10' 32" West 723.85 feet to the easterly line of that certain strip of land described in deed to the Southern California Edison Company, recorded in Book 51482, page 208 of said Official Records, South 16° 05' 13" East along said last-mentioned easterly line a distance of 1,014.00 feet to the southerly line of relocated Lake Hughes Road, South 86° 03' 53" East along said last-mentioned southerly line a distance of 578.18 feet, South 258.08 feet to the south line of said Section 24, South 89° 45' 43" East along said last-mentioned south line a distance of 1,527.67 feet to the southwest corner of Section 19, Township 5 North, Range 16 West, South 89° 33' 55" East a distance of 500 feet, North 28° 09' 16" East 4,528.66 feet, North 46° 09' 21" East 1,877.64 feet to the north line of said last-mentioned section, South 89° 51' 03" East along said last-mentioned north line a distance of 1,307.20 feet to the northeast corner of said last-mentioned section, northerly along the east line of Section 18, said last-mentioned township and range to the centerline of said relocated Lake Hughes Road, southeasterly along said last-mentioned centerline and following the same in all its various courses and curves to the south line of the north half of the north half of Section 34, Township 6 North, Range 16 West, westerly along said last-mentioned south line to the east line of Section 33, said last-mentioned township and range, southerly along section line to the east quarter section corner of said last-mentioned section, westerly along east-west quarter section line to the center of said last-mentioned section, southerly along quarter section line to the south line of said last-mentioned section and westerly along section lines to the point of beginning.~~

~~(Ord. 12345 § 1 (part), 1981; Ord. 1769 Art. 1 § 140, 1929.)~~

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~~13.66.494 - District No. 41 - Avenue J and 120th Street area.~~

~~District No. 41, Avenue J and 120th Street area, includes all that part of the unincorporated territory of the county of Los Angeles within the following described boundaries:~~

~~Parcel 1.~~

~~Beginning at the northeast corner of Section 15, Township 7 North, Range 14 West, S.B.M.; thence westerly along section line to the north quarter corner of said section; thence southerly along north-south quarter section line to the south line of the north half of the north half of the southeast quarter of said section; thence easterly along said south line to the east line of said section; thence northerly along said east line to the point of beginning.~~

~~Parcel 2.~~

~~Beginning at the northeast corner of the north half of the northeast quarter of the southwest quarter of the northwest quarter of Section 23, Township 7 North, Range 14 West, S.B.M.; thence westerly, southerly, easterly and northerly along the north, west, south and east lines of the north half of the northeast quarter of the southwest quarter of the northwest quarter of said section to the point of beginning.~~

~~Parcel 3.~~

~~Beginning at the southwest corner of Section 23, Township 7 North, Range 14 West, S.B.M.; thence easterly, northerly, westerly and southerly along the south, east, north and west lines of the south half of the southwest quarter of said section to the point of beginning.~~

~~Parcel 4.~~

~~Beginning at the northeast corner of Section 27, Township 7 North, Range 14 West, S.B.M.; thence westerly along section line to the most northerly northeasterly corner of Lot 46 of Tract No. 29445, as shown on map filed in Book 830, pages 27 to 43 inclusive of Maps, in the office of the recorder of the county of Los Angeles; thence southerly and easterly along the boundary of said tract to the northwesterly corner of Lot 47 of said tract; thence southerly, easterly, southeasterly and easterly along the boundary of said last mentioned lot to the east line of said Section 27; thence northerly along said east line to the point of beginning.~~

~~(Ord. 86-0112 § 1, 1986.)~~

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**Sections:**

- ~~13.66.500 - Regulations in less restricted districts.~~
- ~~13.66.510 - District No. 51 - Antelope Valley area.~~
- ~~13.66.520 - District No. 52 - Castaic-Acton area.~~
- ~~13.66.540 - District No. 55 - Placerita Canyon area.~~
- ~~13.66.550 - Firearms - Regulations in Angeles National Forest.~~
- ~~13.66.551 - Exception to section applicability - Angeles National Forest target shooting areas designated by the United States Forest Service.~~
- ~~13.66.552 - Exception to section applicability - Private property located within the boundaries of the Angeles National Forest.~~
- ~~13.66.553 - Firearms - Regulations in unincorporated area contiguous to Angeles National Forest.~~
- ~~13.66.560 - District No. 76 - Angeles National Forest.~~
- ~~13.66.563 - District No. 77 - Monrovia Peak area.~~

**~~13.66.500 - Regulations in less restricted districts.~~**

~~Except as otherwise provided in this chapter, a person shall not shoot, fire or discharge, and a person, firm or corporation shall not cause or permit to be shot, fired or discharged in the unincorporated territory lying within the boundaries of any district or area defined in this Part 3, any firearm of any kind having a firing range of, or capable of propelling any bullet, shot or missile for any distance of one-half mile or more.~~

~~(Ord. 7281 § 1 (part), 1958; Ord. 1769 Art. 2 § 150, 1929.)~~

**~~13.66.510 - District No. 51 - Antelope Valley area.~~**

~~District No. 51, Antelope Valley area, includes all that part of the territory of the county of Los Angeles within the following described boundaries:~~

- ~~A. - Beginning at the intersection of the easterly boundary of the county of Los Angeles as same existed on May 20, 1994 and Fort Tejon Road; thence westerly along said road to the intersection with Bob's Gap Road; thence generally southerly along said last mentioned road to the intersection with Valyermo Road; thence northwesterly along said last mentioned road to the intersection with Pallett Creek Road; thence westerly along said last mentioned road to the intersection with Longview Road; thence southerly along Longview Road to the boundary of the Angeles National Forest, as same existed on said date, along the southerly line of Section 14, Township 4 North, Range 10 West, S.B.M.; thence westerly along the boundary of said Angeles National Forest and following the same in all its various courses to the intersection with Angeles Forest Highway; thence northerly along said highway to the intersection with Sierra Highway at Vincent; thence southwesterly along said last mentioned highway to the Edison Company's Antelope Mesa Transmission Line; thence~~

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~~northwesterly along said transmission line to the crest of Portal Ridge in Section 10, Township 6 North, Range 13 West, S.B.M.; thence in a general northwesterly direction along the crest of Portal Ridge to the west line of Section 6, said last-mentioned township and range; thence northerly along section line to the northwest corner of said last-mentioned section; thence westerly along township line to the southwest corner of Section 36, Township 7 North, Range 14 West, S.B.M.; thence northerly along section lines to the northeast corner of Section 14, said last-mentioned township and range, at the intersection of 110th Street West and Avenue I Lancaster Road; thence westerly along Lancaster Road and following the same in all its various courses and curves to the intersection with 167th Street West; thence southerly along 167th Street West to the south line of Section 1, Township 7 North, Range 15 West, S.B.M. (along Avenue H); thence westerly along section lines to the Los Angeles City Aqueduct; thence generally northwesterly and northerly along said Aqueduct to the northerly boundary of the county of Los Angeles; thence easterly and southerly along the boundary of the county of Los Angeles to the point of beginning.~~

B. ~~Excepting therefrom any area included within any other district described in this chapter.~~

~~(Ord. 94-0048 § 6, 1994; Ord. 10962 § 1 (part), 1974; Ord. 7381 § 1 (part), 1958; Ord. 1769 Art. 2 § 151, 1929.)~~

**13.66.520 - District No. 52—Castaic-Acton area.**

District No. 52, Castaic-Acton area, ~~includes all that part of the unincorporated territory of the county of Los Angeles within the following described boundaries:~~

A. ~~Beginning at the intersection of the westerly boundary of the county of Los Angeles as same existed on March 18, 1981 and the southeasterly boundary of the Angeles National Forest (Saugus District) as same existed on said date, said intersection being a point approximately 0.6 miles northerly along said county boundary from Devil Canyon; thence northeasterly along the boundary of Angeles National Forest and following the same in all its various courses to the northeast corner of Section 1, Township 5 North, Range 17 West, S.B.M.; thence westerly along section lines to a point in the north line of Section 2 said township and range, said point being distant South 89° 34' 08" East along said north line 518.75 feet from the northwest corner of said last-mentioned section; thence along the boundary of Castaic Lake State Recreation Area, the following described courses: South 22° 28' 29" East 4,819.99 feet, South 25° 33' 38" East 2,592.71 feet, South 4° 26' 48" West 380.89 feet, South 35° 12' 00" East 830.47 feet, South 3° 53' 52" West 402.34 feet, South 27° 42' 16" East 1,306.27 feet, South 47° 02' 12" East 726.64 feet, South 25° 13' 02" East a distance of 374.25 feet to the east line of Section 11 said township and range, South 0° 19' 27" West along said east line to the southeast corner of said last-mentioned section, South 89° 47' 24" East along the north line of Section 13, said township and range, a distance of 715.45 feet, South 2° 04' 58" East 771.19 feet, South 59° 41' 55" West 530.00 feet, South 16° 27' 17" East 3,154.40 feet, South 29° 43' 41" East 2,808.76 feet to the west line of the northeast quarter of Section 24, said township and range, South 0° 48' 47" West along said west line a distance of 1,466.74 feet to the south line of the northeast quarter of said last-mentioned section, South 89° 55' 06" East along said south line a distance of 242.32 feet to the centerline of that certain parcel of land (Ridge Route) described in deed to the state of California recorded in Book 7487, page 91 of Official Records, in the office of the recorder of the county of Los Angeles, along said centerline South 3° 31' 54" East 519.63 feet to the beginning of a tangent curve concave to the west and having a radius of 1,000 feet, southerly along said curve through a central angle of 7° 42' 46" a distance of 134.52 feet and South 4° 10' 32" West 723.85 feet to the easterly line of that certain strip of land described in deed to the Southern California Edison Company recorded in Book 51482, page 208 of said Official Records, South 16° 05' 13" East along said last-mentioned easterly line a distance of 1,014.00 feet to the southerly line of relocated Lake Hughes Road, South 86° 03' 53" East along said last-mentioned southerly line a distance of 578.18~~

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~~feet, South 258.08 feet to the south line of said Section 24, South 89° 45' 43" East along said last-mentioned south line a distance of 1527.67 feet to the southwest corner of Section 19, Township 5 North, Range 16 West, South 89° 33' 55" East a distance of 500 feet, North 28° 09' 16" East 4,528.66 feet, North 46° 09' 21" East 1,877.64 feet to the north line of Section 19, Township 5 North, Range 16 West, S.B.M. and South 89° 51' 03" East along said last mentioned north line a distance of 1,307.20 feet to the northeast corner of said last-mentioned section; thence southerly along said boundary of Angeles National Forest and following the same in all its various courses to Sierra Highway, near its intersection with Davenport Road; thence northerly, northeasterly and easterly along said highway to the west line of Section 16, Township 5 North, Range 13 West, S.B.M., said west line being approximately one mile west of Shannondale Road; thence northerly along section lines to the north line of Section 9, said last mentioned township and range, said north line being approximately one mile north of the westerly extension of Shannon Valley Road; thence easterly along section lines to the range line between Ranges 12 and 13 West, S.B.M.; thence southerly along said range line to the north line of Section 19, Township 5 North, Range 12 West, S.B.M.; thence easterly along section lines to the northeast corner of Section 20, said last-mentioned township and range; thence southerly along section lines to Sierra Highway; thence easterly along Sierra Highway to the intersection with Angeles Forest Highway (at Vincent); thence southerly along said last-mentioned highway to its intersection with the boundary of Angeles National Forest; thence generally westerly and southerly along the boundary of said Angeles National Forest and following the same in all its various courses to its intersection with the boundary of the city of Los Angeles as same existed on said date (westerly of Olive View Hospital); thence westerly along said city boundary and following the same in all its various courses to its intersection with said westerly boundary of the county of Los Angeles (southwesterly of Chatsworth); thence northerly along said last-mentioned boundary to the point of beginning.~~

~~EXCEPTING therefrom, that part within the following-described boundaries, commonly known as Dodge Ranch:~~

~~Beginning at the northeast corner of Section 31, Township 5 North, Range 16 West, S.B.M.; thence westerly along section line to the east line of the southwest quarter of the southeast quarter of Section 30 of said township and range; thence northerly along said east line to the north line of the southwest quarter of said southeast quarter; thence westerly along said north line to the north-south quarter section line of said last mentioned section; thence southerly along said north-south quarter section line and continuing southerly along the north-south quarter section line of said Section 31 to the southwest corner of the northwest quarter of the northwest quarter of the northeast quarter of said last mentioned section; thence easterly along the south line of the northwest quarter of the northwest quarter of said northeast quarter to the west line of the east half of the northwest quarter of said northeast quarter; thence southerly along said west line to the south line of the north half of said northeast quarter; thence easterly along said last mentioned south line to the west line of the southeast quarter of said northeast quarter; thence southerly along said last mentioned west line to the east-west quarter section line of said last mentioned section; thence easterly along said east-west quarter section line and continuing easterly along the east-west quarter section line of Section 32 of said township and range to the center of said last mentioned section; thence northerly along the north-south quarter section line of said last mentioned section to the north line of said last mentioned section; thence westerly along said last mentioned north line to the point of beginning.~~

~~The above-described exception area is an area open to discharge of firearms subject to special restrictions described in summary of firearms closure regulations.~~

~~B. Excepting therefrom any area included with other districts described in this chapter.~~

~~(Ord. 97-0045 § 2, 1997; Ord. 12345 § 1 (part), 1981; Ord. 10051 § 1 (part), 1970; Ord. 7381 § 1 (part) 1958; Ord. 1769 Art. 2 § 152, 1929.)~~

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~~13.66.540 – District No. 55 – Placerita Canyon area.~~

~~District No. 55, Placerita Canyon area, includes all that part of the unincorporated territory of the county of Los Angeles within the following described boundaries:~~

~~A. Beginning at the northeast corner of Section 24, Township 3 North, Range 15 West, S.B.M. (located northerly of Pacoima Dam); thence westerly along section lines to an angle point in the boundary of Angeles National Forest (located at or near the quarter quarter section corner in the north line of the northwest quarter of Section 23, said township and range); thence westerly along said boundary of Angeles National Forest and following the same in all its various courses to the northeast corner of Section 1, said township and range; thence southerly along range line to the point of beginning.~~

~~B. Excepting therefrom any area included with any other district described in this chapter.~~

~~C. Also, excepting therefrom that portion within Placerita Canyon State Park.~~

~~(Ord. 10959 § 1 (part), 1974; Ord. 1769 Art. 2 § 155, 1929.)~~

~~13.66.550 – Firearms – Regulations in Angeles National Forest.~~

~~Except as otherwise provided in this chapter, a person shall not shoot, fire or discharge, and a person, firm or corporation shall not cause or permit to be shot, fired or discharged in the unincorporated territory lying within the boundaries of the Angeles National Forest as defined in Section 13.66.560 any firearm of any kind excluding those firearms used in the pursuit of birds and mammals pursuant to California Fish and Game regulations.~~

~~(Ord. 83-0171 § 5 (part), 1983.)~~

~~13.66.551 – Exception to section applicability – Angeles National Forest target shooting areas designated by the United States Forest Service.~~

~~The provisions of Section 13.66.550 shall not be deemed or construed to prohibit, within the 16 target shooting areas identified on the map entitled "Areas open to target shooting Exhibit A Order No. 01-81-8" as designated by the United States Forest Service, a person from shooting, firing or discharging or a person, firm or corporation causing or permitting to be shot, fired or discharged any firearms of any kind.~~

~~(Ord. 83-0171 § 5 (part), 1983.)~~

~~13.66.552 – Exception to section applicability – Private property located within the boundaries of the Angeles National Forest.~~

~~The provisions of Section 13.66.550 shall not be deemed or construed to prohibit upon private property located within the boundaries of the Angeles National Forest as defined in Section 13.66.560 a person to shoot, fire, or discharge or a person, firm or corporation to cause or permit to be shot, fired or discharged any firearm of any kind provided the owner of said property posts his property permitting this use.~~

~~(Ord. 83-0171 § 5 (part), 1983.)~~

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Part 3 - LESS-RESTRICTED SHOOTING DISTRICTS

**~~13.66.553 – Firearms – Regulations in unincorporated area contiguous to Angeles National Forest.~~**

~~Except as otherwise provided in this chapter, a person shall not shoot, fire or discharge, and a person, firm or corporation shall not cause or permit to be shot, fired or discharged in the unincorporated territory defined in Section 13.66.563 any firearm of any kind except when such firearm is used in the pursuit of birds and mammals pursuant to California Fish and Game regulations.~~

~~(Ord. 83-0171 § 5 (Part), 1983.)~~

**~~13.66.560 – District No. 76 – Angeles National Forest.~~**

~~District No. 76, Angeles National Forest, includes all that part of the territory of the county of Los Angeles as shown on county surveyor's filed map No. 17468, on file in the office of the county engineer of the county of Los Angeles.~~

~~(Ord. 83-0171 § 5 (part), 1983.)~~

**~~13.66.563 – District No. 77 – Monrovia Peak area.~~**

~~District No. 77, Monrovia Peak area, includes all that part of the unincorporated territory of the county of Los Angeles within the following described boundaries:~~

~~Beginning at the intersection of Rincon-Red Box Road and the Silver Mountain Fuel Break; thence southerly along Silver Mountain Fuel Break to the township line between Township 1 North and Township 2 North, S.B.M.; thence westerly along township line to the east line of Section 3, Township 1 North, Range 10 West, S.B.M.; thence southerly along said east line to Silver Fish Road; thence generally westerly along Silver Fish Road to Upper Clamshell Truck Trail; thence northerly along Upper Clamshell Truck Trail to said township line; thence westerly along said township line to the southwest corner of Section 31, Township 2 North, Range 10 West, S.B.M.; thence northerly along section line to Rincon-Red Box Road; thence in a generally easterly direction along Rincon-Red Box Road to the point of beginning.~~

~~(Ord. 83-0171 § 1 (part), 1983.)~~

Chapter 13.67 - PROHIBITION ON THE SALE OF FIREARMS AND AMMUNITION ON COUNTY PROPERTY

**Chapter 13.67 - PROHIBITION ON THE SALE OF FIREARMS AND AMMUNITION ON COUNTY PROPERTY**

**Sections:**

~~13.67.010 - Legislative findings.~~

~~13.67.020 - Legislative intent.~~

~~13.67.030 - Prohibition.~~

~~13.67.040 - Definitions.~~

~~13.67.050 - Exceptions.~~

~~13.67.060 - Penalty.~~

~~13.67.070 - Severability.~~

**13.67.010 - Legislative findings.**

- ~~A. Gunshot fatalities and injuries are of epidemic proportions in Los Angeles County; and~~
- ~~B. Government at all levels has a substantial interest in protecting the people from those who acquire guns illegally and use them to commit crimes resulting in injury or death of their victims; and~~
- ~~C. Recent events throughout the county have generated additional fears of random usage of guns to commit violence on unsuspecting residents, children and adults alike; and~~
- ~~D. In Los Angeles County, in 1997 there were 1,385 firearms deaths. Additionally, in 1997 there were 2,651 hospitalizations for nonfatal injuries. Of these, 2,322 were assault/homicides; 64 were self-inflicted wounds/suicides, and 205 resulted from unintentional shootings; and~~
- ~~E. In Los Angeles County, 271 young people aged 19 or younger were killed with firearms in 1997 and an additional 839 were hospitalized for firearms-related injuries; and~~
- ~~F. Homicides committed with handguns are the leading cause of firearms related injuries and death in California. In 1997 alone, there were 1,944 homicides committed with a firearm in California and approximately 25,000 firearms-related injuries. The vast majority of these deaths and injuries were attributable to handguns; and~~
- ~~G. The widespread availability of illegally obtained firearms has resulted in a significant rise in the number of shooting incidents across the country; and~~
- ~~H. According to a recent report prepared by the Bureau of Alcohol, Tobacco, and Firearms (ATF) entitled "Gun Shows: Brady Checks and the Crime Gun Traces, January 1999," gun shows provide a forum for illegal firearms sales and trafficking. The ATF reviewed 314 recent investigations that involved gun shows in some capacity. The report states as follows:~~

~~The ATF investigations paint a disturbing picture of gun shows as a venue for criminal activity and a source of firearms used in crimes. Felons, although prohibited from acquiring firearms, have been able to purchase firearms at gun shows. In fact, felons buying or selling firearms were involved in more than 46 percent of the investigations involving gun shows. In more than a third of the investigations, the firearms involved were known to have been used in subsequent crimes. These crimes included drug offenses, felons in possession of a firearm, assault, robbery, burglary, and homicide; and~~

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I. ~~The ATF report proceeds to state as follows:~~

~~Firearms involved in the 314 reviewed investigations numbered more than 54,000. A large number of these firearms were sold or purchased at gun shows. More than one-third of the investigations involved more than 50 firearms, and nearly one-tenth of the investigations involved more than 250 firearms. The two largest investigations were reported to have involved up to 7,000 and 10,000 firearms, respectively. These numbers include both new and used firearms; and~~

J. ~~One of the ATF investigations took place in 1994 where the ATF recovered two 9mm firearms which were traced to a Federal Firearms Licensee (FFL) in Whittier, California. The FFL had sold over 1,700 firearms to unlicensed purchasers over a four-year period without maintaining any records. Many of the sales occurred at swap meets in California. The firearms were then sold to gang members in Santa Ana and Long Beach, California; and~~

K. ~~The ATF report also states that:~~

~~Although Brady Act background checks have been successful in preventing felons and other prohibited persons from buying firearms from FFLs, gun shows leave a major loophole in the regulation of firearms sales. Gun shows provide a large market where criminals can shop for firearms anonymously. Unlicensed sellers have no way of knowing whether they are selling to a violent felon or someone who intends to illegally traffic guns on the streets to juveniles or gangs. Further, unscrupulous gun dealers can use these free-flowing markets to hide their off-the-book sales. While most gun show sellers are honest and law-abiding, it only takes a few to transfer large numbers of firearms into dangerous hands; and~~

L. ~~At the Great Western Gun Show held at the Los Angeles County Fairgrounds last April 30th—May 2nd, the State Department of Justice (DOJ) conducted a sting operation to determine if illegal gun trafficking was occurring. During this event, DOJ agents purchased several items that are not legal for sale in California, including two illegal assault weapons, five illegal machine gun conversion kits, and one illegal rocket launcher with projectile. Each of these items was purchased without the completion of a background check as required by law. The firearms purchased were delivered immediately to the agents, without regard to the 10-day waiting period that is also required by law. According to the Attorney General, the only reason agents were not able to identify more illegal gun trafficking is because they ran out of time and money. In fact, city of Pomona police arrested five additional individuals at the gun show for illegal sales; and~~

M. ~~According to the ATF, on August 13, 1999, the ATF, Pomona Police Department and the State DOJ Bureau of Narcotics Enforcement (BNE) made an arrest after an individual delivered 10 Sten machine guns, and a Browning Automatic Rifle to an undercover ATF agent. Pursuant to a search of his residence, additional machine guns and machine gun kits were discovered. The selling of machine guns or the kits to manufacture machine guns is a violation of federal firearms law. The investigation began on July 10, 1999, after undercover agents met with the individual at his vendor's table at the Great Western Gun Show, Fairplex Complex in the city of Pomona. This meeting eventually led to the delivery of six machine guns in the days following the initial negotiations; and~~

N. ~~At least three of the weapons acquired or possessed by the robbers in the infamous North Hollywood shoot-out of February 28, 1997, were traced back to a gun show on county property where the robbers had purchased them.~~

~~(Ord. 99-0081 § 1 (part), 1999.)~~

**13.67.020 – Legislative intent.**

~~With passage of the ordinance codified in this chapter, the county seeks to ensure that its property and facilities are used in a manner consistent with promoting the health, safety, and welfare of all of its residents. The county also seeks to ensure that all gun transfers occur legally, consistent with state law, and with the requisite background checks.~~

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~~(Ord. 99-0081 § 1 (part), 1999.)~~

**13.67.030 – Prohibition.**

~~The sale of firearms and/or ammunition on county property is prohibited.~~

~~(Ord. 99-0081 § 1 (part), 1999.)~~

**13.67.040 – Definitions.**

~~As used in this chapter, the words hereinafter defined are used as so defined unless it is apparent from the context that a different meaning is intended.~~

- ~~A. County Property. "County property" includes real property owned, leased, subleased, or otherwise assigned by the county, or real property subject to the use and control of the county. It includes real property of the county in the possession of a public or private entity under contract with the county. By way of example, it includes all public buildings and the surrounding grounds owned or leased by the county in the unincorporated and incorporated portions of the county, such as the Los Angeles County Fairgrounds in the city of Pomona.~~
- ~~B. Firearm. "Firearm" includes all devices described in California Penal Code Section 12001, including, but not limited to, any gun, pistol, revolver, rifle or any device, designed or modified to be used as a weapon, from which is expelled through a barrel a projectile by the force of an explosion or other form of combustion. "Firearm" does not include any instrument as referred to in Government Code Section 53071.5.~~
- ~~C. Ammunition. "Ammunition" is any ammunition as defined in California Penal Code Section 12316(b)(2).~~
- ~~D. Peace Officer. "Peace officer" is any person who is a peace officer as defined in Title 3, Part 2, Chapter 4.5 of the California Penal Code (Sections 830, et seq.).~~
- ~~E. Sale. A "sale" is any transaction, with or without the exchange of consideration, which transfers ownership, title, possession, or control of any firearm, or gives, loans, leases, or delivers a firearm. A "sale" includes the act of placing an order for any of the aforementioned transfers. The act of displaying a firearm shall not constitute a sale for purposes of this chapter.~~

~~(Ord. 99-0081 § 1 (part), 1999.)~~

**13.67.050 – Exceptions.**

~~Section 13.67.030 shall not apply to the sale of any firearm by a peace officer when on duty and the sale of such firearm is within the scope of his/her duties. In addition, said section shall not apply to: (A) either the sale of ammunition, or the rental of any firearm, for on-site recreational use, at the Whittier Narrows Trap and Skeet Range within the Whittier Narrows Regional Park; (B) the sale of shotguns, as defined in California Penal Code section 12020(c)(21), but no other firearms, at the aforementioned Whittier Narrows Trap and Skeet Range during the remaining term of that certain Lease Agreement No. 59348, originally entered into between the County of Los Angeles and Pachmayr, Limited; or (C) to the public administrator in the distribution of a private estate or to the sale of firearms by its auctioneer to fulfill its obligations under state law.~~

~~(Ord. 2007-0073 § 1, 2007; Ord. 99-0081 § 1 (part), 1999.)~~

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**13.67.060 - Penalty.**

~~Every violation of this chapter shall constitute a misdemeanor.~~

~~(Ord. 99-0081 § 1 (part), 1999.)~~

**13.67.070 - Severability.**

~~If any provision or clause of this chapter or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect any other provision or application of this chapter which can be given effect without the invalid provision or application, and to this end the provisions of this chapter are declared to be severable.~~

~~(Ord. 99-0081 § 1 (part), 1999.)~~

Title 13 - PUBLIC PEACE, MORALS AND WELFARE

Division 9 - DISCRIMINATION AGAINST PERSONS WITH AIDS OR AIDS RELATED CONDITIONS

**~~Division 9 - DISCRIMINATION AGAINST PERSONS WITH AIDS OR AIDS  
RELATED CONDITIONS~~**

**Chapters:**

~~Chapter 13.70 - PROHIBITED DISCRIMINATORY PRACTICES~~

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Division 9 - DISCRIMINATION AGAINST PERSONS WITH AIDS OR AIDS RELATED CONDITIONS

Chapter 13.70 - PROHIBITED DISCRIMINATORY PRACTICES

**Chapter 13.70 - PROHIBITED DISCRIMINATORY PRACTICES**

**Sections:**

~~13.70.010 - Findings.~~

~~13.70.020 - Definitions.~~

~~13.70.030 - Employment practices.~~

~~13.70.040 - Housing and other real estate transactions.~~

~~13.70.050 - Business establishments.~~

~~13.70.060 - Educational institutions.~~

~~13.70.070 - Liability.~~

~~13.70.080 - Enforcement.~~

~~13.70.090 - Limitation on action.~~

~~13.70.100 - Preemption.~~

~~13.70.110 - Exceptions.~~

**13.70.010 - Findings.**

~~The board of supervisors of the county of Los Angeles finds that discrimination or the fear of discrimination against persons with acquired immune deficiency syndrome (AIDS) or conditions related to AIDS, and against persons believed to have AIDS or conditions related to AIDS, discourages persons from seeking medical treatment, counseling, education, and other services related to this condition. In order to encourage persons to fully utilize such services so that this condition can be diagnosed and treated and the risk of transmission to others can be reduced, it is necessary that discrimination against persons with AIDS or AIDS-related conditions be clearly prohibited.~~

~~(Ord. 89-0015 § 1 (part), 1989.)~~

**13.70.020 - Definitions.**

~~The following words and phrases, whenever used in this chapter, shall be construed as defined in this section:~~

~~A. "AIDS" shall mean the disease or syndrome known as acquired immune deficiency syndrome as defined by the United States Centers for Disease Control.~~

~~B. "AIDS related condition" shall mean a clinical finding of AIDS related complex (ARC) or the testing of positive to the antibody to the virus believed to result in AIDS, sometimes known as HIV, HTLV-III, or LAV, regardless of whether any clinical manifestation of AIDS or ARC are present. A person with an AIDS related condition shall also include a person perceived to have AIDS, ARC, or to have tested positive to the antibody to the virus that is believed to result in AIDS, regardless of the accuracy of this perception.~~

~~C. "Business establishment" shall mean any entity, other than the state or a local governmental entity, however organized, which furnishes goods or services to the general public. An otherwise qualifying~~

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~~establishment which has membership requirements is considered to furnish services to the general public if its membership requirements: (1) consist only of payment of fees; or (2) consist of requirements under which a substantial portion of the residents of the county could qualify.~~

~~D. "Person" shall mean any natural person, firm, corporation, partnership or other organization, association or group of persons, however organized, but shall not include the state or a local governmental entity.~~

~~(Ord. 89-0015 § 1 (part), 1989.)~~

**13.70.030 – Employment practices.**

~~A. It is unlawful for any employer to fail or refuse to hire, or to discharge any individual, or otherwise to discriminate against any individual with respect to compensation, terms, conditions or privileges of employment because, in whole or in part, the individual has AIDS or an AIDS related condition.~~

~~B. It is unlawful for an employer to limit, segregate or classify employees or applicants for employment in any manner which would deprive or tend to deprive any individual of employment opportunities, or adversely affect his or her employment status because, in whole or in part, the individual has AIDS or an AIDS related condition.~~

~~C. It is unlawful for an employment agency to fail or refuse to refer for employment any individual or to otherwise discriminate against any individual because, in whole or in part, the individual has AIDS or an AIDS related condition.~~

~~D. It is unlawful for a labor organization to fail or refuse to include in its membership or to otherwise discriminate against any individual, to limit, segregate or classify its membership, or to classify or fail or refuse to refer for employment any individual in any way which would deprive or tend to deprive such individual of employment opportunities, or to otherwise adversely affect an individual's status as an employee or as an applicant for employment because, in whole or in part, the individual has AIDS or an AIDS related condition.~~

~~E. It is unlawful for an employer, an employment agency, or a labor organization to discriminate against any individual in admission to, or employment in, any program established to provide apprenticeship, or other training or retraining, including any on-the-job training program, because, in whole or in part, the individual has AIDS or an AIDS related condition.~~

~~F. 1. Nothing contained in this section shall be deemed to prohibit selection or rejection based upon a bona fide occupational qualification.~~

~~2. In any action brought under this chapter, if a party asserts that any otherwise unlawful practice is justified as a bona fide occupational qualification, that party shall have the burden of proving: (a) that the discrimination is in fact a necessary result of a bona fide occupational qualification; and (b) that there exists no less discriminatory means of satisfying the occupational qualification.~~

~~G. Nothing contained in this chapter shall make it unlawful for an employer to observe the conditions of a bona fide employee benefit system, provided such system or plan is not a subterfuge to evade the purposes of this chapter.~~

~~No such system shall provide an excuse for failure to hire any individual.~~

~~H. No part of this section shall apply to the employment of individuals to perform services in the place of residence of the employer.~~

~~(Ord. 89-0015 § 1 (part), 1989.)~~

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**13.70.040 - Housing and other real estate transactions.**

- A. ~~It is unlawful for any person to interrupt, terminate, or fail or refuse to initiate or conduct any transaction in real property, including but not limited to the rental thereof, to require different terms for such transaction, to include in the terms or conditions of a transaction in real property any clause, condition or restriction, or to falsely represent that an interest in real property is not available for transaction because, in whole or in part, the individual has AIS or an AIDS related condition.~~
- B. ~~Nothing in this chapter shall be construed to apply to the rental or leasing of any housing unit in which the owner or lessor or any member of his or her family occupies all or a portion of the same living unit in common with the prospective tenant.~~

~~(Ord. 89-0015 § 1 (part), 1989.)~~

**13.70.050 - Business establishments.**

~~It is unlawful for any person to deny any individual the full and equal enjoyment of the goods, services, facilities, privileges, advantages and accommodations of any business establishment because, in whole or in part, the individual has AIDS or an AIDS related condition.~~

~~(Ord. 89-0015 § 1 (part), 1989.)~~

**13.70.060 - Educational institutions.**

- A. ~~It is unlawful for any person to deny any individual admission to, or the full and equal enjoyment of, or to impose different terms or conditions upon, any service or program offered by an educational institution, or any of the facilities thereof because, in whole or in part, the individual has AIDS or an AIDS related condition.~~
- B. ~~Nothing contained in this chapter shall make it unlawful for a religious or denominational institution to limit admission, or give other preference to applicants of the same religion.~~

~~(Ord. 89-0015 § 1 (part), 1989.)~~

**13.70.070 - Liability.**

~~Any person who violates any of the provisions of this chapter or who aids in the violation of any provisions of this chapter shall be liable for, and the court shall award to any individual whose rights are violated, actual damages and costs.~~

~~(Ord. 89-0015 § 1 (part), 1989.)~~

**13.70.080 - Enforcement.**

- A. ~~Civil Action. Any aggrieved person may enforce the provisions of this chapter by means of a civil action.~~
- B. ~~Injunction. Any person who commits, or proposes to commit, an act in violation of this chapter may be enjoined therefrom by any court of competent jurisdiction. An action for injunction under this subsection may be brought by any aggrieved person.~~
- C. ~~Dispute Resolution Program. The dispute resolution program administered by the department of community and senior citizen services may be utilized to resolve disputes arising under this chapter.~~

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~~(Ord. 89-0015 § 1 (part), 1989.)~~

**~~13.70.090 - Limitation on action.~~**

~~Actions under this chapter must be filed within one year of the alleged discriminatory acts.~~

~~(Ord. 89-0015 § 1 (part), 1989.)~~

**~~13.70.100 - Preemption.~~**

~~This chapter shall not apply to any act of discrimination to the extent that regulation of such act is preempted by state or federal law.~~

~~(Ord. 89-0015 § 1 (part), 1989.)~~

**~~13.70.110 - Exceptions.~~**

- ~~A. Nothing contained in this chapter shall be construed as prohibiting conduct which would otherwise be considered unlawful hereunder, but which is based upon a necessity to protect the health or safety of any individual or the general public.~~
- ~~B. In any action brought under this chapter, if a party asserts that a practice described by any other section of this chapter as being unlawful is justified as necessary to protect the health or safety of an individual or the general public, that party shall have the burden of proving: (1) that the otherwise unlawful practice is in fact a necessary result of a necessary course of conduct pursued to protect the health or safety of an individual or the general public, and (2) that there exists no less discriminatory means of satisfying the necessary protection of the individual or general public.~~

~~(Ord. 89-0015 § 1 (part), 1989.)~~

Title 13 - PUBLIC PEACE, MORALS AND WELFARE

Division 10 - MOTOR VEHICLE SEIZURE AND FORFEITURE

**~~Division 10 - MOTOR VEHICLE SEIZURE AND FORFEITURE~~**

**~~Chapters:~~**

~~Chapter 13.80 - ILLEGAL DUMPING~~

~~Chapter 13.81 - THEFT OF WATER~~

~~Chapter 13.82 - STREET RACING - MOTOR VEHICLE SEIZURE AND FORFEITURE~~

Title 13 - PUBLIC PEACE, MORALS AND WELFARE  
Division 10 - MOTOR VEHICLE SEIZURE AND FORFEITURE

Chapter 13.80 - ILLEGAL DUMPING

**Chapter 13.80 - ILLEGAL DUMPING**

**Sections:**

~~13.80.010 - Findings.~~

~~13.80.020 - Definitions.~~

~~13.80.030 - Abatement of nuisance vehicle by seizure and forfeiture.~~

~~13.80.040 - Vesting of title.~~

~~13.80.050 - Seizure of vehicle.~~

~~13.80.060 - Forfeiture and notice of intended forfeiture of vehicle.~~

~~13.80.070 - Claim Opposing Forfeiture and Court Proceedings.~~

~~13.80.080 - Disposal of vehicle and distribution of proceeds.~~

~~13.80.090 - Stolen vehicles.~~

~~13.80.100 - Recovery of monetary loss.~~

~~13.80.110 - Discretion of the district attorney.~~

~~13.80.120 - Severability.~~

**13.80.010 - Findings.**

The board of supervisors of the county of Los Angeles has determined that:

~~— Residents of the county of Los Angeles have complained about the nuisances created in their neighborhoods by vehicles that are used to dump bulky items and potentially hazardous materials in their neighborhoods;~~

~~— Illegal dumping activities pose a danger to public health and safety, decrease property values, lower the quality of life, and contribute to urban blight;~~

~~— Materials that are illegally dumped create a nesting area for rodents, insects, and other vermin while impacting the proper drainage of runoff, polluting local beaches, and making areas more susceptible to flooding when draining basins become clogged;~~

~~— Persons who use their vehicles for illegal dumping create unhealthful conditions and blight in communities, thereby negatively impacting the quality of life of residents and leading to reduction of property values;~~

~~— Illegal dumping activities also place an undue burden on the county of Los Angeles, which spends hundreds of thousands of dollars every year in cleanup, public education, and enforcement costs;~~

~~— In spite of the proactive steps, such as installation of cameras and increased patrol taken by the county of Los Angeles in attempts to curtail illegal dumping, the problem persists; and~~

~~— Illegal dumping activities and vehicles used in those activities are a public nuisance and the seizure and forfeiture of vehicles that are used for illegal dumping will abate the nuisances caused by this activity in that the vehicles used for these purposes will no longer be available and furthermore, other persons contemplating engaging in illegal dumping will be deterred from using vehicles for these purposes.~~

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Chapter 13.80 - ILLEGAL DUMPING

(Ord. 2004-0039 § 1 (part), 2004.)

**13.80.020 – Definitions.**

As used in this chapter the following terms are defined as:

- A. ~~"Authorized public officer" is a peace officer with authority to arrest under California Penal Code §§ 830 through 830.14, inclusive or as each of those statutes may be amended or reenacted.~~
- B. ~~"Bulky item" is any discarded furniture, home or industrial appliance or abandoned vehicle or a part of an abandoned vehicle.~~
- C. ~~"Driver" is any person who drives a vehicle.~~
- D. ~~"Hazardous material" is any waste as defined in California Health and Safety Code Section 25117, or as that statute may be amended or reenacted.~~
- E. ~~"Illegal dumping" is the willful throwing, dropping, placing or depositing of a bulky item, hazardous waste or solid waste on public or private property not designated for that dumping or disposal purpose. (Illegal dumping does not include the discarding, dropping, or scattering of small quantities of waste matter ordinarily carried on or about the person, including, but not limited to, beverage containers and closures, packaging, wrappers, wastepaper, newspapers, and magazines and including waste matter that escapes or is allowed to escape from a container, receptacle, or package, or a vehicle used for any of those purposes.~~
- F. ~~"Solid waste" is all putrescible and non-putrescible solid, semisolid and liquid wastes, including garbage, trash, refuse, paper, rubbish, ashes, industrial wastes, demolition and construction wastes, dewatered, treated or chemically fixed sewage sludge, which is not hazardous waste, manure, vegetable or animal solid and semisolid wastes, and other discarded solid and semisolid wastes.~~
- G. ~~"Vehicle" is any transportation device that requires the driver to have in his or her immediate possession a valid driver's license for the appropriate class of vehicle being driven and which transportation device is equipped with a motor.~~
- H. ~~"Public agency" is any federal, state or local government agency present in Los Angeles County.~~

(Ord. 2004-0039 § 1 (part), 2004.)

**13.80.030 – Abatement of nuisance vehicle by seizure and forfeiture.**

- A. ~~Any vehicle used for the purpose of illegal dumping is a nuisance and the vehicle shall be enjoined and abated as provided in this section.~~
- B. ~~Any vehicle used to transport any bulky item, any hazardous waste or solid waste for the purpose of illegal dumping is a nuisance and the vehicle shall be enjoined and abated as provided in this section.~~
- C. ~~Any person or his or her servant, agent, or employee who owns, leases, conducts or maintains any vehicle used for any of the purposes or acts set forth in this section is responsible for creating a public nuisance.~~

(Ord. 2004-0039 § 1 (part), 2004.)

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Chapter 13.80 - ILLEGAL DUMPING

**13.80.040 - Vesting of title.**

All rights, title and interest in any vehicle described in Section 13.80.030 shall vest in the county of Los Angeles upon commission of the act giving rise to the nuisance under this chapter.

(Ord. 2004-0039 § 1 (part), 2004.)

**13.80.050 - Seizure of vehicle.**

A. An authorized public officer may seize a vehicle subject to forfeiture under this section upon the issuance of an order by a court having jurisdiction of the vehicle. Seizure without court order may be made in any of the following circumstances:

1. The seizure is incident to an arrest or search under a search warrant;
2. There is probable cause to believe the vehicle was used in violation of this chapter.

B. An authorized public officer seizing a vehicle under this section shall complete a receipt in accordance with Penal Code Section 1412 and deliver it to the person from whose possession the vehicle was seized.

C. An immediate investigation shall be made by the seizing public agency as to any potential claimant to a seized vehicle whose right, title, interest, or lien is of record in this or any other state or appropriate federal agency. Within two business days of the vehicle's seizure, the public agency shall send a notice of seizure to all potential claimants whose right, title, interest or lien did not arise subsequent to the date and time of seizure of the vehicle, if that person or entity was not previously given a notice of seizure, and to the district attorney for the county of Los Angeles.

D. The notice of seizure shall include the following:

1. The name, address and telephone number of the agency providing the notice;
2. Identifying information for the vehicle seized and the authority and reason for the seizure;
3. A statement that in order to receive their post-seizure hearing, the potential claimant shall request the hearing in person, in writing, or by telephone within ten calendar days of the date of the notice; and
4. The time in which a claim of interest in the vehicle seized or subject to forfeiture is required to be filed.

E. The seizing public agency shall provide any potential claimants discovered as a result of the investigation set out in subsection C of this section with the opportunity for a post-seizure hearing to determine the validity of the seizure. The post-seizure hearing shall be conducted within two business days of the request for the hearing. The public agency may authorize its own officer or employee to conduct the hearing if the hearing officer is not the same person who directed or participated in the seizure of the vehicle. Failure of the potential claimant to request or attend a scheduled hearing within the appropriate time frame shall satisfy the post-seizure requirement.

F. A vehicle seized pursuant to this section may be held as evidence in any proceeding brought by the district attorney.

(Ord. 2004-0039 § 1 (part), 2004.)

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Chapter 13.80 - ILLEGAL DUMPING

**13.80.060 - Forfeiture and notice of intended forfeiture of vehicle.**

- A. ~~Within 14 days of receipt of the notice of seizure required in Section 13.80.050, the district attorney may pursue the forfeiture of vehicles seized under this chapter, as provided in this section. If the district attorney does not commence forfeiture procedures under this section within that 14 day period, title shall revert to the owner and the seized vehicle shall be returned to the owner.~~
- B. ~~If the district attorney determines that forfeiture of the seized vehicle is warranted, the district attorney shall serve a notice of intended forfeiture upon any person who has an interest in the seized vehicle. The notice shall be served as soon as practicable, but in any event within 30 calendar days of the seizure of the vehicle subject to forfeiture.~~
- C. ~~The notice of intended forfeiture shall be served as follows:~~
- ~~1. By personal delivery or certified mail, return receipt requested, upon any person who has an interest in the seized vehicle as determined pursuant to Section 13.80.050C.~~
  - ~~2. In the event that the person entitled to service refuses to accept certified return receipt mail or cannot be personally served, service may be made by substituted service. Substituted service may be accomplished by any one of the following methods:
    - ~~a. By leaving a copy during usual business hours at the recipient's business with the person who is apparently in charge, and by thereafter mailing by first class mail a copy to the recipient where the copy was left; or~~
    - ~~b. By leaving a copy at the recipient's dwelling or usual place of abode, in the presence of a competent member of the household and thereafter mailing by first class mail a copy to the recipient at the address where the copy was left.~~~~
  - ~~3. If the person entitled to service lives out of state and will not accept certified return receipt mail, then service may be made by first class mail.~~
  - ~~4. If the person entitled to notice cannot be located, or service cannot be effected as set forth in this subsection, service may be made by publication in a Los Angeles newspaper of general circulation. Service shall be deemed sufficient when it is accomplished pursuant to Government Code Section 6063.~~

~~(Ord. 2004-0039 § 1 (part), 2004.)~~

**13.80.070 - Claim Opposing Forfeiture and Court Proceedings.**

- A. ~~A person claiming an interest in the seized vehicle must within ten calendar days from the date of the notice of intended forfeiture or within 30 calendar days from the date of first publication of the notice of intended forfeiture, file with the Superior Court of the county in which the vehicle was seized a Claim Opposing Forfeiture, verified in accordance with Section 446 of the Code of Civil Procedure, stating his, her or its interest in the vehicle. An endorsed copy of the claim shall be served upon the district attorney within ten calendar days of the filing of the claim.~~
- B. ~~If a verified claim is filed in accordance with this section, the forfeiture proceeding shall be set for hearing within 30 calendar days from the date the claim is filed with the court. The district attorney shall file a petition for forfeiture with the court within ten calendar days of service of the claim upon the district attorney. A copy of the petition shall be served upon the claimant.~~
- C. ~~The hearing shall be before the Superior Court of Los Angeles County. The provisions of the Code of Civil Procedure shall apply to proceedings under this section unless otherwise inconsistent with the provisions or procedures set forth in this section. However, in proceedings under this section, there shall be no joinder of actions, coordination of actions, except for forfeiture proceedings, or cross-~~

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~~complaints, and the issues shall be limited strictly to the questions related to this section. Trial shall be by court or jury.~~

- ~~D. With respect to vehicles described in subsection B for which forfeiture is sought and as to which forfeiture is contested, the district attorney shall have the burden of proving by a preponderance of the evidence that the vehicle was used as set forth in Section 13.80.030~~
- ~~E. Upon proof that the vehicle was used for any of the purposes set forth in Section 13.80.030, the court shall declare the vehicle a nuisance and order that the vehicle be forfeited, sold, and the proceeds distributed as set forth in Section 13.80.080. The court may make a different distribution of the proceeds if the court finds that the claimant did not know that the vehicle was used for a purpose that constitutes a violation of this chapter.~~
- ~~F. If no claims are timely filed, the district attorney shall prepare a written declaration of forfeiture of the vehicle to the county. A written declaration of forfeiture signed by the district attorney under this section shall be deemed to provide good and sufficient title to the forfeited vehicle. The proceeds from the disposal of the vehicle declared forfeited by the district attorney shall be distributed in accordance with Section 13.80.080. The district attorney ordering forfeiture pursuant to this section shall provide a copy of the declaration of forfeiture to any person who received notice of the forfeiture proceedings.~~

~~(Ord. 2004-0039 § 1 (part), 2004.)~~

**~~13.80.080 - Disposal of vehicle and distribution of proceeds.~~**

~~In all cases where vehicles seized pursuant to this section are forfeited to the county, the vehicles shall be sold, or if cash is paid as settlement in lieu of forfeiture of the vehicle, the proceeds of sale or settlement shall be distributed and used in decreasing order of priority as follows:~~

- ~~A. To pay costs associated with the towing, storage and release of any vehicle seized under this section;~~
- ~~B. To pay costs associated with the sale of the vehicle;~~
- ~~C. For the vehicle forfeited to pay a lien holder of record, if any, up to the amount of his, her, or its unsatisfied lien on the vehicle;~~
- ~~D. The remaining funds shall be distributed as follows:
  - ~~1. First, to the district attorney in an amount equal to all expenditures, other than personnel costs or costs provided for in subsections A, B and C of this section, made or incurred in connection with the enforcement of this section, including but not limited to, costs for equipment, investigation, supplies, litigation, insurance and liability resulting from enforcement of this section and costs of publication of the notices set forth in Section 13.80.060~~
  - ~~2. Second, to the public agency which has seized a vehicle under this chapter in an amount equal to all expenditures, other than personnel costs or costs provided for in subsections A, B and C of this section, made or incurred in connection with enforcement of this section, including but not limited to, costs for equipment, investigation and supplies related to enforcement of this section.~~
  - ~~3. Of any remaining funds, 60% to the seizing public agency, 25% to the district attorney and 15% to the county of Los Angeles general fund, provided that such funds shall be used for the purpose of abating or deterring illegal dumping and may not be used for personnel costs.~~~~
- ~~E. For budgeting purposes, funds attributable to this ordinance shall not be considered anticipated general fund revenue.~~

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~~(Ord. 2004-0039 § 1 (part), 2004.)~~

**~~13.80.090 – Stolen vehicles.~~**

~~A vehicle that has been reported stolen, prior to a seizure under this chapter shall not be subject to forfeiture unless the identity of the registered owner cannot be reasonably ascertained or the registered owner fails to redeem the vehicle within 60 days of the seizure. The registered owner of the vehicle may claim the vehicle upon payment of tow storage and release charges, provided the vehicle is not subject to any holds for traffic or parking violations and the vehicle registration is current.~~

~~(Ord. 2004-0039 § 1 (part), 2004.)~~

**~~13.80.100 – Recovery of monetary loss.~~**

~~Nothing in this section shall preclude an owner of a vehicle who suffers a monetary loss from the forfeiture of a vehicle under this section from recovering the amount of the actual monetary loss from the person who committed the act giving rise to forfeiture under this section.~~

~~(Ord. 2004-0039 § 1 (part), 2004.)~~

**~~13.80.110 – Discretion of the district attorney.~~**

~~From the time the district attorney receives the notice of seizure referred to in Section 13.80.050 to the final decision in forfeiture proceedings the district attorney has discretion to resolve all proceedings under this chapter on such terms as may be, in the judgment of the district attorney, in the best interests of the county of Los Angeles.~~

~~(Ord. 2004-0039 § 1 (part), 2004.)~~

**~~13.80.120 – Severability.~~**

~~If any provision of this chapter is found to be invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.~~

~~(Ord. 2004-0039 § 1 (part), 2004.)~~

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**Chapter 13.81 - THEFT OF WATER**

**Sections:**

~~13.81.010 - Findings.~~

~~13.81.020 - Definitions.~~

~~13.81.030 - Abatement of nuisance vehicle by seizure and forfeiture.~~

~~13.81.040 - Vesting of title.~~

~~13.81.050 - Seizure of vehicle.~~

~~13.81.060 - Forfeiture and notice of intended forfeiture of vehicle.~~

~~13.81.070 - Claim opposing forfeiture and court proceedings.~~

~~13.81.080 - Disposal of vehicle and distribution of proceeds.~~

~~13.81.090 - Stolen vehicles.~~

~~13.81.100 - Recovery of monetary loss.~~

~~13.81.110 - Discretion of the district attorney.~~

~~13.81.120 - Severability.~~

**13.81.010 - Findings.**

The ~~board of supervisors of the county of Los Angeles~~ city council of the city of Calabasas has determined that use of a motor vehicle in the theft of water:

- A. Increases the incidence of theft of water;
- B. Increases the difficulty of prevention, investigation and prosecution of theft of water which increases the cost of each to law enforcement and prosecution agencies within the ~~county of Los Angeles~~ city of Calabasas;
- C. When water is taken from a utility system, increases the cost of water to legitimate customers;
- D. Increases the risk of conveying unhealthful water to persons in the community; and
- E. Is a public nuisance and the seizure and forfeiture of vehicles that are used for theft of water will abate the nuisances caused by this activity in that the vehicles used for these purposes will no longer be available and furthermore, other persons contemplating engaging in theft of water will be deterred from using vehicles for these purposes.

(Ord. 2004-0039 § 1 (part), 2004.)

**13.81.020 - Definitions.**

As used in this chapter the following terms are defined as:

- A. "Authorized public officer" is a peace officer with authority to arrest under California Penal Code Sections 830 through 830.14, inclusive or as each of those statutes may be amended or reenacted.
- B. "Driver" is any person who drives a vehicle.

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- C. "Theft of water" includes, but is not limited to, theft, as that term is defined and limited in Section 484 of the California Penal Code, of water, and theft of utility services, as defined and limited in California Penal Code Section 498 where the utility service taken is water service.
- D. "Vehicle" is any transportation device that requires the driver to have in his or her immediate possession a valid driver's license for the appropriate class of vehicle being driven and which transportation device is equipped with a motor.
- E. "Public agency" is any federal, state or local government agency present in ~~Los Angeles County~~ the city of Calabasas.  
(Ord. 2004-0039 § 1 (part), 2004.)

**13.81.030 - Abatement of nuisance vehicle by seizure and forfeiture.**

- A. Any vehicle used for the purpose of theft of water is a nuisance and the vehicle shall be enjoined and abated as provided in this section.
- B. Any vehicle used to transport stolen water is a nuisance and the vehicle shall be enjoined and abated as provided in this section.
- C. Any person or his or her servant, agent, or employee who owns, leases, conducts or maintains any vehicle used for any of the purposes or acts set forth in this section is responsible for creating a public nuisance.  
(Ord. 2004-0039 § 1 (part), 2004.)

**13.81.040 - Vesting of title.**

All rights, title and interest in any vehicle described in Section 13.81.030 shall vest in the ~~county of Los Angeles~~ city of Calabasas upon commission of the act giving rise to the nuisance under this chapter.

(Ord. 2004-0039 § 1 (part), 2004.)

**13.81.050 - Seizure of vehicle.**

- A. An authorized public officer may seize a vehicle subject to forfeiture under this section upon the issuance of an order by a court having jurisdiction of the vehicle. Seizure without court order may be made in any of the following circumstances:
  - 1. The seizure is incident to an arrest or search under a search warrant;
  - 2. There is probable cause to believe the vehicle was used in violation of this chapter.
- B. An authorized public officer seizing a vehicle under this section shall complete a receipt in accordance with Penal Code Section 1412 and deliver it to the person from whose possession the vehicle was seized.
- C. An immediate investigation shall be made by the seizing public agency as to any potential claimant to a seized vehicle whose right, title, interest, or lien is of record in this or any other state or appropriate federal agency. Within two business days of the vehicle's seizure, the public agency shall send a notice of seizure to all potential claimants whose right, title, interest or lien did not arise subsequent to the date and time of seizure of the vehicle, if that person or entity was not previously given a notice of seizure, and to the ~~district attorney for the county of Los Angeles~~ city attorney/city prosecutor for the city of Calabasas.

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- D. The notice of seizure shall include the following:
1. The name, address and telephone number of the agency providing the notice;
  2. Identifying information for the vehicle seized and the authority and reason for the seizure;
  3. A statement that in order to receive their post-seizure hearing, the potential claimant shall request the hearing in person, in writing, or by telephone within ten calendar days of the date of the notice; and
  4. The time in which a claim of interest in the vehicle seized or subject to forfeiture is required to be filed.
- E. The seizing public agency shall provide any potential claimants discovered as a result of the investigation set out in subsection C of this section with the opportunity for a post-seizure hearing to determine the validity of the seizure. The post-seizure hearing shall be conducted within two business days of the request for the hearing. The public agency may authorize its own officer or employee to conduct the hearing if the hearing officer is not the same person who directed or participated in the seizure of the vehicle. Failure of the potential claimant to request or attend a scheduled hearing within the appropriate time frame shall satisfy the post-seizure requirement.
- F. A vehicle seized pursuant to this section may be held as evidence in any proceeding brought by the ~~district attorney~~ city attorney/city prosecutor  
(Ord. 2004-0039 § 1 (part), 2004.)

**13.81.060 - Forfeiture and notice of intended forfeiture of vehicle.**

- A. Within 14 days of receipt of the notice of seizure required in Section 13.81.050, the ~~district attorney~~ city attorney/city prosecutor may pursue the forfeiture of vehicles seized under this chapter, as provided in this section. If the district attorney does not commence forfeiture procedures under this section within that 14 day period, title shall revert to the owner and the seized vehicle shall be returned to the owner.
- B. If the ~~district attorney~~ city attorney/city prosecutor determines that forfeiture of the seized vehicle is warranted, the ~~district attorney~~ city attorney/city prosecutor shall serve a notice of intended forfeiture upon any person who has an interest in the seized vehicle. The notice shall be served as soon as practicable, but in any event within 30 calendar days of the seizure of the vehicle subject to forfeiture.
- C. The notice of intended forfeiture shall be served as follows:
1. By personal delivery or certified mail, return receipt requested, upon any person who has an interest in the seized vehicle as determined pursuant to Section 13.81.050(C).
  2. In the event that the person entitled to service refuses to accept certified return receipt mail or cannot be personally served, service may be made by substituted service. Substituted service may be accomplished by any one of the following methods:
    - a. By leaving a copy during usual business hours at the recipient's business with the person who is apparently in charge, and by thereafter mailing by first class mail a copy to the recipient where the copy was left; or
    - b. By leaving a copy at the recipient's dwelling or usual place of abode, in the presence of a competent member of the household and thereafter mailing by first class mail a copy to the recipient at the address where the copy was left.
  3. If the person entitled to service lives out of state and will not accept certified return receipt mail, then service may be made by first class mail.

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4. If the person entitled to notice cannot be located, or service cannot be effected as set forth in this subsection, service may be made by publication in a Los Angeles newspaper of general circulation. Service shall be deemed sufficient when it is accomplished pursuant to Government Code Section 6063.

~~(Ord. 2004-0039 § 1 (part), 2004.)~~

**13.81.070 - Claim opposing forfeiture and court proceedings.**

- A. A person claiming an interest in the seized vehicle must within ten calendar days from the date of the notice of intended forfeiture or within 30 calendar days from the date of first publication of the notice of intended forfeiture, file with the Superior Court of the county in which the vehicle was seized, a claim opposing forfeiture, verified in accordance with Section 446 of the Code of Civil Procedure, stating his, her or its interest in the vehicle. An endorsed copy of the claim shall be served upon the district attorney within ten calendar days of the filing of the claim.
- B. If a verified claim is filed in accordance with this section, the forfeiture proceeding shall be set for hearing within 30 calendar days from the date the claim is filed with the court. The district attorney shall file a petition for forfeiture with the court within ten calendar days of service of the claim upon the district attorney. A copy of the petition shall be served upon the claimant.
- C. The hearing shall be before the Superior Court of Los Angeles County. The provisions of the Code of Civil Procedure shall apply to proceedings under this section unless otherwise inconsistent with the provisions or procedures set forth in this section. However, in proceedings under this section, there shall be no joinder of actions, coordination of actions, except for forfeiture proceedings, or cross-complaints, and the issues shall be limited strictly to the questions related to this section. Trial shall be by court or jury.
- D. With respect to vehicles described in subsection B of this section for which forfeiture is sought and as to which forfeiture is contested, the district attorney shall have the burden of proving by a preponderance of the evidence that the vehicle was used as set forth in Section 13.81.030
- E. Upon proof that the vehicle was used for any of the purposes set forth in Section 13.81.030, the court shall declare the vehicle a nuisance and order that the vehicle be forfeited, sold, and the proceeds distributed as set forth in Section 13.81.080. The court may make a different distribution of the proceeds if the court finds that the claimant did not know that the vehicle was used for a purpose that constitutes a violation of this chapter.
- F. If no claims are timely filed, the ~~district attorney~~ city attorney/city prosecutor shall prepare a written declaration of forfeiture of the vehicle to the county. A written declaration of forfeiture signed by the district attorney under this section shall be deemed to provide good and sufficient title to the forfeited vehicle. The proceeds from the disposal of the vehicle declared forfeited by the district attorney shall be distributed in accordance with Section 13.81.080. The district attorney ordering forfeiture pursuant to this section shall provide a copy of the declaration of forfeiture to any person who received notice of the forfeiture proceedings.

~~(Ord. 2004-0039 § 1 (part), 2004.)~~

**13.81.080 - Disposal of vehicle and distribution of proceeds.**

In all cases where vehicles seized pursuant to this section are forfeited to the ~~county~~ city, the vehicles shall be sold, or if cash is paid as settlement in lieu of forfeiture of the vehicle, the proceeds of sale or settlement shall be distributed and used in decreasing order of priority as follows:

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- A. To pay costs associated with the towing, storage and release of any vehicle seized under this section;
- B. To pay costs associated with the sale of the vehicle;
- C. For the vehicle forfeited to pay a lien holder of record, if any, up to the amount of his, her, or its unsatisfied lien on the vehicle;
- D. The remaining funds shall be distributed as follows:
  - 1. First, to the district attorney in an amount equal to all expenditures, other than personnel costs or costs provided for in subsections A, B and C of this section, made or incurred in connection with the enforcement of this section, including but not limited to, costs for equipment, investigation, supplies, litigation, insurance and liability resulting from enforcement of this section and costs of publication of the notices set forth in Section 13.81.060
  - 2. Second, to the public agency which has seized a vehicle under this chapter in an amount equal to all expenditures, other than personnel costs or costs provided for in subsections A, B and C of this section, made or incurred in connection with enforcement of this section, including but not limited to, costs for equipment, investigation and supplies related to enforcement of this section.
  - 3. Of any remaining funds, 60% to the seizing public agency, ~~25% to the district attorney and 15% to the county of Los Angeles~~ 40% to the city of Calabasas general fund, provided that such funds shall be used for the purpose of abating or deterring theft of water and may not be used for personnel costs.
- E. For budgeting purposes, funds attributable to this ordinance shall not be considered anticipated general fund revenue.  
(Ord. 2004-0039 § 1 (part), 2004.)

**13.81.090 - Stolen vehicles.**

A vehicle that has been reported stolen, prior to a seizure under this chapter shall not be subject to forfeiture unless the identity of the registered owner cannot be reasonably ascertained or the registered owner fails to redeem the vehicle within 60 days of the seizure. The registered owner of the vehicle may claim the vehicle upon payment of tow storage and release charges, provided the vehicle is not subject to any holds for traffic or parking violations and the vehicle registration is current.

(Ord. 2004-0039 § 1 (part), 2004.)

**13.81.100 - Recovery of monetary loss.**

Nothing in this section shall preclude an owner of a vehicle who suffers a monetary loss from the forfeiture of a vehicle under this section from recovering the amount of the actual monetary loss from the person who committed the act giving rise to forfeiture under this section.

(Ord. 2004-0039 § 1 (part), 2004.)

**13.81.110 - Discretion of the district attorney.**

From the time the ~~district attorney~~ city attorney/city prosecutor receives the notice of seizure referred to in Section 13.81.050 to the final decision in forfeiture proceedings the ~~district attorney~~ city attorney/city prosecutor has discretion to resolve all proceedings under this chapter on such terms as may be, in the

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judgment of the ~~district attorney~~ city attorney/city prosecutor, in the best interests of the ~~county of Los Angeles~~ city of Calabasas.

~~(Ord. 2004-0039 § 1 (part), 2004.)~~

**13.81.120 - Severability.**

If any provision of this chapter is found to be invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

~~(Ord. 2004-0039 § 1 (part), 2004.)~~

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Chapter 13.82 - STREET RACING—MOTOR VEHICLE SEIZURE AND FORFEITURE

**Chapter 13.82 - STREET RACING—MOTOR VEHICLE SEIZURE AND FORFEITURE**

**Sections:**

~~13.82.010 - Findings.~~

~~13.82.020 - Definitions.~~

~~13.82.030 - Abatement of Nuisance Vehicle by Seizure and Forfeiture.~~

~~13.82.040 - Vesting of Title.~~

~~13.82.050 - Seizure of Vehicle.~~

~~13.82.060 - Forfeiture and Notice of Intended Forfeiture of Vehicle.~~

~~13.82.070 - Claim Opposing Forfeiture and Court Proceedings.~~

~~13.82.080 - Disposal of Vehicle and Distribution of Proceeds.~~

~~13.82.090 - Stolen Vehicles.~~

~~13.82.100 - Recovery of Monetary Loss.~~

~~13.82.110 - Discretion of the District Attorney.~~

~~13.82.120 - Severability.~~

**13.82.010 - Findings.**

The ~~Board of Supervisors of the county of Los Angeles~~ city council of the city of Calabasas has determined that:

— residents of the ~~county of Los Angeles~~ city of Calabasas in both urban and rural areas of the ~~county~~ city have complained about the nuisances created in their neighborhoods by vehicles that are used in motor vehicle speed contests and exhibitions of speed;

— persons who use their vehicles for motor vehicle speed contests and exhibitions of speed endanger the lives of residents of the ~~county of Los Angeles~~ city of Calabasas, create excessive noise that disturbs the peace and quiet of the county's neighborhoods, threaten the rural aesthetic and cultural resources of officially designated scenic corridors, public parkland, and nationally designated recreation areas used by millions of visitors every year, and often bring increased traffic, crowds, litter, drinking in public, urinating in public, gambling, fights, trespassing, graffiti, vandalism, and blight into the areas where the speed contests and exhibitions of speed occur;

— persons who engage in speed contests and exhibitions of speed frequently make alterations to the vehicles utilized by removing environmental restraints, for example, modifying exhaust systems of the vehicles in order to increase the potential speed of the vehicles, thereby polluting the environment and further endangering residents of the ~~county~~ city; and

— speed contests, exhibitions of speed, and the vehicles used in those activities are a public nuisance, and the seizure and forfeiture of such vehicles will abate the nuisances caused by these activities in that the vehicles used for these purposes will no longer be available, and furthermore, other persons contemplating engaging in these activities will be deterred from using vehicles for these purposes.

(Ord. 2005-0073 § 1 (part), 2005.)

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**13.82.020 - Definitions.**

As used in this chapter, the following terms are defined as:

- A. "Authorized public officer" is a peace officer with authority to arrest under California Penal Code sections 830 through 830.14, inclusive or as each of those statutes may be amended or reenacted.
- B. "Driver" is any person who drives a vehicle.
- C. "Exhibition of speed" is a willful act of showing off or displaying a dangerous or imprudent speed in a vehicle on a highway, including, without limitation, excessive acceleration in such a manner as to cause the vehicle's tires to lose traction on the highway, where the presence of another person is known to the driver or may reasonably be anticipated by him or her. In order to constitute an exhibition of speed under this section, there must be spectators or other participants present.
- D. "Highway" is a way or place of whatever nature which is used by the public for vehicular travel. It does not include a facility which is specifically designed and legally maintained for the purposes of speed contests or exhibitions of speed.
- E. "Speed contest" is a contest where a vehicle is raced on a highway against another vehicle, a clock, or other timing device. In order to constitute a speed contest under this section, at least two vehicles must be assembled or spectators must be present at the event. An event where the time to cover a prescribed route of more than 20 miles is measured, but where the vehicle does not exceed the speed limit, is not a speed contest.
- F. "Vehicle" is any transportation device that requires the driver to have in his or her immediate possession a valid driver's license for the appropriate class of vehicle being driven and which transportation device is equipped with a motor.

~~(Ord. 2005-0073 § 1 (part), 2005.)~~

**13.82.030 - Abatement of Nuisance Vehicle by Seizure and Forfeiture.**

- A. Any vehicle used in a speed contest is a nuisance and the vehicle shall be enjoined and abated as provided in this section.
- B. Any vehicle used in an exhibition of speed is a nuisance and the vehicle shall be enjoined and abated as provided in this section.
- C. Any person or his or her servant, agent, or employee who owns, leases, conducts, or maintains any vehicle used for any of the purposes or acts set forth in this section is responsible for creating a public nuisance.

~~(Ord. 2005-0073 § 1 (part), 2005.)~~

**13.82.040 - Vesting of Title.**

All rights, title, and interest in any vehicle described in Section 13.82.030 shall vest in the ~~county of Los Angeles~~ city of Calabasas upon commission of the act giving rise to the nuisance under this chapter.

~~(Ord. 2005-0073 § 1 (part), 2005.)~~

**13.82.050 - Seizure of Vehicle.**

- A. An authorized public officer may seize a vehicle subject to forfeiture under this chapter upon the issuance of an order by a court having jurisdiction of the vehicle. An authorized public officer may

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seize a vehicle subject to forfeiture under this chapter, without court order, in any of the following circumstances:

1. The seizure is incident to an arrest or search under a search warrant; or
  2. There is probable cause to believe the vehicle was used in violation of this chapter.
- B. An authorized public officer seizing a vehicle under this section shall complete a receipt in accordance with Penal Code section 1412 and deliver it to the person from whose possession the vehicle was seized.
- C. An immediate investigation shall be made by the seizing public agency as to any potential claimant to a seized vehicle whose right, title, interest, or lien is of record in this or any other state or appropriate federal agency. Within two business days of the vehicle's seizure, the public agency shall send a notice of seizure to all potential claimants whose right, title, interest, or lien did not arise subsequent to the date and time of seizure of the vehicle, if that person or entity was not previously given a notice of seizure, and to the ~~district attorney for the county of Los Angeles~~ city attorney/city prosecutor for the city of Calabasas.
- D. The notice of seizure shall include the following:
1. The name, address, and telephone number of the agency providing the notice;
  2. Identifying information for the vehicle seized and the authority and reason for the seizure;
  3. A statement that in order to receive their post-seizure hearing, the potential claimant shall request the hearing in person, in writing, or by telephone within ten calendar days of the date of the notice; and
  4. The time in which a claim of interest in the vehicle seized or subject to forfeiture is required to be filed.
- E. The seizing public agency shall provide any potential claimants discovered as a result of the investigation set out in subsection C of this section with the opportunity for a post-seizure hearing to determine the validity of the seizure. The post-seizure hearing shall be conducted within two business days of the request for the hearing. The public agency may authorize its own officer or employee to conduct the hearing if the hearing officer is not the same person who directed or participated in the seizure of the vehicle. Failure of the potential claimant to request or attend a scheduled hearing within the appropriate time frame shall satisfy the post-seizure requirement.
- F. A vehicle seized pursuant to this section may be held as evidence in any proceeding brought by the ~~district attorney~~ city attorney/city prosecutor.
- (Ord. 2005-0073 § 1 (part), 2005.)

**13.82.060 - Forfeiture and Notice of Intended Forfeiture of Vehicle.**

- A. Within 14 days of receipt of the notice of seizure required in Section 13.82.050, the ~~district attorney~~ city attorney/city prosecutor may pursue the forfeiture of vehicles seized under this chapter, as provided in this section. If the district attorney does not commence forfeiture procedures under this section within that 14-day period, title shall revert to the owner and the seized vehicle shall be returned to the owner. If the seized vehicle is returned to the owner because the ~~district attorney~~ city attorney/city prosecutor has not commenced forfeiture procedures within said 14-day period, the ~~county of Los Angeles~~ city of Calabasas shall reimburse the public agency which seized the vehicle for the costs associated with the towing, storage, and release of that vehicle.
- B. If the ~~district attorney~~ city attorney/city prosecutor determines that forfeiture of the seized vehicle is warranted, the ~~district attorney~~ city attorney/city prosecutor shall serve a notice of intended forfeiture

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upon any person who has an interest in the seized vehicle. The notice shall be served as soon as practicable, but in any event within 30 calendar days of the seizure of the vehicle subject to forfeiture.

- C. The notice of intended forfeiture shall be served as follows:
1. By personal delivery or certified mail, return receipt requested, upon any person who has an interest in the seized vehicle as determined pursuant to Subsection 13.82.050C.
  2. In the event that the person entitled to service refuses to accept certified return receipt mail or cannot be personally served, service may be made by substituted service. Substituted service may be accomplished by any one of the following methods:
    - a. By leaving a copy during usual business hours at the recipient's business with the person who is apparently in charge, and by thereafter mailing by first-class mail a copy to the recipient where the copy was left; or
    - b. By leaving a copy at the recipient's dwelling or usual place of abode, in the presence of a competent member of the household and thereafter mailing by first-class mail a copy to the recipient at the address where the copy was left.
  3. If the person entitled to service lives out of state and will not accept certified return receipt mail, then service may be made by first-class mail.
  4. If the person entitled to notice cannot be located, or service cannot be effected as set forth in this subsection, service may be made by publication in a Los Angeles newspaper of general circulation. Service shall be deemed sufficient when it is accomplished pursuant to Government Code section 6063.

(Ord. 2005-0073 § 1 (part), 2005.)

**13.82.070 - Claim Opposing Forfeiture and Court Proceedings.**

- A. A person claiming an interest in the seized vehicle must, within ten calendar days from the date of the notice of intended forfeiture or within 30 calendar days from the date of first publication of the notice of intended forfeiture, file with the superior court of the county in which the vehicle was seized, a Claim Opposing Forfeiture, verified in accordance with section 446 of the Code of Civil Procedure, stating his, her, or its interest in the vehicle. An endorsed copy of the claim shall be served upon the district attorney within ten calendar days of the filing of the claim.
- B. If a verified claim is filed in accordance with this section, the forfeiture proceeding shall be set for hearing within 30 calendar days from the date the claim is filed with the court. The district attorney shall file a petition for forfeiture with the court within ten calendar days of service of the claim upon the district attorney. A copy of the petition shall be served upon the claimant.
- C. The hearing shall be before the superior court of Los Angeles County. The provisions of the Code of Civil Procedure shall apply to proceedings under this section unless otherwise inconsistent with the provisions or procedures set forth in this section. However, in proceedings under this section, there shall be no joinder of actions, coordination of actions, except for forfeiture proceedings, or cross-complaints, and the issues shall be limited strictly to the questions related to this section. Trial shall be by court or jury.
- D. With respect to vehicles described in Subsection B of Section 16.82.060 for which forfeiture is sought and as to which forfeiture is contested, the district attorney shall have the burden of proving by a preponderance of the evidence that the vehicle was used as set forth in Section 13.82.030
- E. Upon proof that the vehicle was used for any of the purposes set forth in Section 13.82.030, the court shall declare the vehicle a nuisance and order that the vehicle be forfeited, sold, and the

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proceeds distributed as set forth in Section 13.82.080. The court may make a different distribution of the proceeds if the court finds that the claimant did not know that the vehicle was used for a purpose that constitutes a violation of this chapter.

- F. If the court rules that the vehicle shall not be forfeited or the ~~district attorney~~ city attorney/city prosecutor abandons the forfeiture proceedings prior to a ruling by the court, title to the vehicle shall revert to the owner, the vehicle shall be returned to the owner, and the ~~county of Los Angeles~~ city of Calabasas shall be responsible for payment of the costs associated with the towing, storage, and release of that vehicle.
- G. If no claims are timely filed, the ~~district attorney~~ city attorney/city prosecutor shall prepare a written declaration of forfeiture of the vehicle to the county. A written declaration of forfeiture signed by the ~~district attorney~~ city attorney/city prosecutor under this section shall be deemed to provide good and sufficient title to the forfeited vehicle. The proceeds from the disposal of the vehicle declared forfeited by the ~~district attorney~~ city attorney/city prosecutor shall be distributed in accordance with Section 13.82.080. The ~~district attorney~~ city attorney/city prosecutor ordering forfeiture pursuant to this section shall provide a copy of the declaration of forfeiture to any person who received notice of the forfeiture proceedings.

~~(Ord. 2005-0073 § 1 (part), 2005.)~~

**13.82.080 - Disposal of Vehicle and Distribution of Proceeds.**

The proceeds of the sale of any vehicle forfeited to the county, or if cash is paid as settlement in lieu of forfeiture of the vehicle, the proceeds of the settlement shall be distributed and used in decreasing order of priority as follows:

- A. To pay costs associated with the towing, storage, and release of any vehicle seized under this section.
- B. To pay costs associated with the sale of the vehicle.
- C. To pay a lien holder of record, if any, up to the amount of his, her, or its unsatisfied lien on the vehicle.
- D. The remaining funds shall be distributed as follows:
  - 1. First, to the ~~district attorney~~ city attorney/city prosecutor in an amount equal to all expenditures, other than personnel costs or costs provided for in subsections A, B, and C of this section, made or incurred in connection with the enforcement of this chapter, including but not limited to, costs for equipment, investigation, supplies, litigation, insurance, and liability resulting from enforcement of this chapter and costs of publication of the notices set forth in Section 13.82.060
  - 2. Second, to the public agency which seized the vehicle under this chapter in an amount equal to all expenditures, other than personnel costs or costs provided for in subsections A, B, and C of this section, made or incurred in connection with enforcement of this chapter, including but not limited to, costs for equipment, investigation, and supplies related to the enforcement.
  - 3. Of any remaining funds, 60 percent to the seizing public agency, ~~25 percent to the district attorney, and 15 percent to the county of Los Angeles~~ 40% to the city of Calabasas general fund, provided that such funds shall be used for the purpose of abating or deterring speed contests and exhibitions of speed and may not be used for personnel costs.
- E. For budgeting purposes, funds attributable to this ordinance shall not be considered anticipated general fund revenue.

~~(Ord. 2005-0073 § 1 (part), 2005.)~~

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**13.82.090 - Stolen Vehicles.**

A vehicle that has been reported stolen prior to a seizure under this chapter shall not be subject to forfeiture unless the identity of the registered owner cannot be reasonably ascertained or the registered owner fails to redeem the vehicle within 60 days of the seizure. The registered owner of the vehicle may claim the vehicle upon payment of tow storage and release charges, provided the vehicle is not subject to any holds for traffic or parking violations and the vehicle registration is current.

(Ord. 2005-0073 § 1 (part), 2005.)

**13.82.100 - Recovery of Monetary Loss.**

Nothing in this section shall preclude an owner of a vehicle who suffers a monetary loss from the forfeiture of a vehicle under this chapter from recovering the amount of the actual monetary loss from the person who committed the act giving rise to forfeiture under this chapter.

(Ord. 2005-0073 § 1 (part), 2005.)

**13.82.110 - Discretion of the ~~District Attorney~~, City Attorney/City Prosecutor.**

From the time the ~~district attorney~~ city attorney/city prosecutor receives the notice of seizure referred to in Section 13.82.050 to the final decision in any subsequent forfeiture proceedings, the ~~district attorney~~ city attorney/city prosecutor has discretion to resolve all proceedings under this chapter on such terms as may be, in the judgment of the ~~district attorney~~ city attorney/city prosecutor, in the best interests of the ~~county of Los Angeles~~. city of Calabasas.

(Ord. 2005-0073 § 1 (part), 2005.)

**13.82.120 - Severability.**

If any provision of this chapter is found to be invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

(Ord. 2005-0073 § 1 (part), 2005.)

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**Chapter 13.90 – COUNTERFEIT GOODS NUISANCE ABATEMENT LAW**

**Sections:**

~~13.90.010 – Legislative findings.~~

~~13.90.020 – Short title.~~

~~13.90.030 – Person and property defined.~~

~~13.90.040 – Public nuisance defined.~~

~~13.90.050 – Maintaining nuisance unlawful.~~

~~13.90.060 – Remedies.~~

~~13.90.070 – Temporary closing order; defendant's remedies.~~

~~13.90.080 – Violation of injunction; penalty.~~

~~13.90.090 – Attorney's fees.~~

~~13.90.100 – Abatement cost recovery.~~

~~13.90.110 – Treble damages.~~

~~13.90.120 – Nonexclusive remedies.~~

**~~13.90.010 – Legislative findings.~~**

~~The board of supervisors of the county of Los Angeles finds that the use of properties within the unincorporated areas of the county for the manufacturing, distributing, selling, or possessing for sale of counterfeit goods, or recordings or audiovisual works which are improperly labeled under California Penal Code section 653w, substantially interferes with the interest of the public in the quality of life and community peace, lawful commerce in the county, property values, and is detrimental to the public health, safety, and welfare of the county's citizens, its businesses, and its visitors. As a result, the board of supervisors finds that such properties constitute a public nuisance. This chapter provides nonexclusive procedures to address such public nuisances, which are supplemental to any other remedies available under county, state, or federal law.~~

~~(Ord. 2008-0020 § 1 (part), 2008.)~~

**~~13.90.020 – Short title.~~**

~~This chapter shall be known as the "Counterfeit Goods Nuisance Abatement Law."~~

~~(Ord. 2008-0020 § 1 (part), 2008.)~~

**~~13.90.030 – Person and property defined.~~**

~~"Person" means any individual, partnership, limited liability company, corporation, joint venture, association, estate, trust, unincorporated organization, or any other legal entity.~~

~~"Property" means any real property located in the unincorporated areas of the county of Los Angeles, including any buildings, structures or other improvements thereon.~~

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~~(Ord. 2008-0020 § 1 (part), 2008.)~~

**13.90.040 – Public nuisance defined.**

~~Every property used for the purpose of willfully manufacturing, intentionally selling, or knowingly possessing for sale: 1) any counterfeit of a mark registered with the Secretary of State or registered on the Principal Register of the United States Patent and Trademark office; or 2) any recording or audiovisual work whose cover, box, jacket, or label fails to accurately disclose the information regarding the manufacturer and the author, artist, performer, producer, programmer, or group, as proscribed by California Penal Codes section 653w, is a public nuisance which may be restrained, enjoined, abated, and prevented pursuant to the provisions of this chapter.~~

~~(Ord. 2008-0020 § 1 (part), 2008.)~~

**13.90.050 – Maintaining nuisance unlawful.**

~~No person shall intentionally conduct, or knowingly maintain or permit the nuisance defined in Section 13.90.040 on any property in the unincorporated areas of the county of Los Angeles. Each day any such nuisance continues to exist shall be a new and separate offense.~~

~~(Ord. 2008-0020 § 1 (part), 2008.)~~

**13.90.060 – Remedies.**

~~A. Restraining order and injunction. The district attorney or the county counsel may bring and maintain a civil proceeding in the name of the county of Los Angeles in the superior court to abate and prevent a public nuisance within the scope of this chapter, and temporarily restrain, preliminarily enjoin, and/or permanently enjoin the person or persons intentionally conducting, or knowingly maintaining or permitting the public nuisance from further conducting, maintaining, or permitting such public nuisance. The existence of an adequate remedy at law shall not prevent the granting of temporary or permanent relief pursuant to this chapter.~~

~~1. A judgment awarding a permanent injunction pursuant to this chapter may direct the closing by the sheriff of the property whereon the nuisance is being conducted, maintained, or permitted to the extent necessary to abate the nuisance, and shall direct the sheriff to post a copy of the judgment and a printed notice of such closing at the property. Mutilation or removal of such a posted judgment or notice while it remains in force, in addition to any other punishment prescribed by law, shall be a misdemeanor, which shall be punishable, on conviction, by a fine of not more than \$1,000 or by imprisonment not exceeding six months, or by both, provided such judgment contains therein a notice of such penalty. The closing directed by the judgment shall be for such period as the court may direct, but in no event shall the closing be for a period of more than one year from the posting of the judgment and notice provided for in this section. If the owner files a bond in the amount equal to the full assessed value of the property ordered to be closed and submits proof to the court that the nuisance has been abated and will not be created, maintained, or permitted for such period of time as the property has been directed to be closed in the judgment, the court may vacate the provisions of the judgment that direct the closing of the property. The proof that the nuisance will not be created, maintained, or permitted in the future, shall include, but not be limited to, a written statement setting forth the proactive steps the owner will take to ensure that no such nuisances occur on the property. A closing of such property by the sheriff pursuant to the provisions of this section shall not constitute an act of possession, ownership, or control of the closed property by the sheriff.~~

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- ~~2. A judgment awarding a permanent injunction pursuant to this chapter may also include an abatement order directing the sheriff to seize and remove from the property all material, equipment, and instrumentalities used in the creation and/or maintenance of the public nuisance and shall direct the sale by the sheriff of such personal property in the manner provided for the sale of chattels under execution. The net proceeds of any such sale shall be used to first defray all the lawful expenses incurred by the county, including, but not limited to, fees and costs of the removal and sale, allowances and costs of keeping the property closed, and costs of the county's action. The balance, if any, shall be paid to the property owner.~~
- ~~B. In rem jurisdiction. The district attorney or the county counsel may name as a defendant, in any action under this chapter, the property whereon the public nuisance is being intentionally conducted, or knowingly maintained or permitted, by describing it by assessor's parcel number and street address and identifying at least one of the owners of some part of or interest in the property.
  - ~~1. In rem jurisdiction shall be complete over the property whereon the public nuisance is being conducted, maintained, or permitted by affixing the summons to the principal door or entrance of the property, or other visible, conspicuous place thereon, and by mailing the summons by certified or registered mail, return receipt requested, to one of the owners of some part of or interest in the property.~~~~
- ~~C. Civil penalty. The district attorney or the county counsel shall be authorized to bring and maintain a civil proceeding in the name of the county of Los Angeles, in the superior court, to recover a civil penalty for a public nuisance defined in Section 13.90.040 of this chapter, in the manner provided in this chapter.
  - ~~1. If upon a judgment in an action under this chapter a finding is made that the defendant has intentionally conducted, or knowingly maintained or permitted a public nuisance defined in this chapter, a penalty, to be included in the judgment, may be awarded in an amount not to exceed \$1,000 for each counterfeit of a mark registered with the Secretary of State or registered on the Principal Register of the United States Patent and Trademark office, or each recording or audiovisual work whose cover, box, jacket, or label fails to accurately disclose the information regarding the manufacturer and the author, artist, performer, producer, programmer, or group, as proscribed by California Penal Code section 653w, manufactured, sold, or possessed on the property. Upon recovery, such penalties shall be paid to the treasurer of the county of Los Angeles.~~
  - ~~2. In assessing the amount of the civil penalty under this chapter, the court shall consider any one or more of the relevant circumstances presented by any of the parties to the action, including, but not limited to, the following: the nature and seriousness of the misconduct, the number of violations, the persistence of the misconduct, the length of time over which the misconduct occurred, and the defendant's assets, liabilities, and net worth.~~~~
- ~~D. Temporary closing order. A temporary closing order not to exceed a period of one year may be granted on a hearing for a temporary restraining order or a preliminary injunction where it appears to the satisfaction of the court that a public nuisance within the scope of this chapter is being intentionally conducted, or knowingly maintained or permitted, that the public health, safety, or welfare immediately requires the granting of a temporary closing order, and that a prior order or injunction did not result in the abatement of the nuisance.
  - ~~1. If on an application for a temporary restraining order or motion for a preliminary injunction, the district attorney or the county counsel show to the satisfaction of the court that a public nuisance within the scope of this chapter is being intentionally conducted, or knowingly maintained or permitted, that the public health, safety, or welfare immediately requires a temporary closing order, and that a prior order or injunction did not result in the abatement of the nuisance, a temporary order closing the whole or any part of such nuisance property may be granted,~~~~

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~~pending order of the court granting or refusing the permanent injunction and until further order of the court, but in no event more than one year.~~

- ~~2. A temporary closing order may direct the sheriff serving a temporary closing order to forthwith make and return to the court an inventory of personal property situated at the property and used in conducting, maintaining, or permitting a public nuisance within the scope of this chapter and permit the sheriff to enter upon the property for such purpose. Such inventory shall be taken in any manner which is deemed likely to evidence a true and accurate representation of the personal property subject to such inventory including, but not limited to, photographing such personal property.~~
- ~~3. The sheriff serving a temporary closing order at the property shall, upon service of the order, command all persons present on the property to vacate the premises forthwith. Upon the property being vacated, the premises shall be securely locked and the keys turned over to the sheriff. If the fee owner, lessee, or agent is not at the property when the order is being executed, the sheriff shall securely padlock the premises and retain the keys until further order of the court.~~
- ~~4. Upon service of a temporary closing order, the sheriff shall post a copy thereof upon one or more of the principal doors or entrances, or at another visible, conspicuous place, on the property where the public nuisance is being conducted, maintained, or permitted. In addition, where a temporary closing order has been granted, the sheriff shall affix upon one or more of the principal doors or entrances, or at another visible, conspicuous place, on such property, a printed notice that the premises have been closed by court order, which notice shall contain the legend "CLOSED BY COURT ORDER" in block lettering of sufficient size to be observed by anyone intending or likely to enter the property, the date of the order, the name of the court that issued the order, and the name of the office or agency posting the notice. Mutilation or removal of such a posted order or such a posted notice while it remains in force, in addition to any other punishment prescribed by law, shall be a misdemeanor, which shall be punishable on conviction by a fine of not more than \$1,000 or by imprisonment not exceeding six months, or by both, provided such order or notice contains therein a notice of such penalty.~~
- ~~5. Any person who intentionally violates a temporary closing order issued pursuant to this section shall be liable for a civil penalty not to exceed \$1,000 for each violation. The penalty imposed by this section shall be in addition to any other penalties imposed by law.~~

~~(Ord. 2008-0020 § 1 (part), 2008.)~~

**13.90.070 – Temporary closing order; defendant's remedies.**

- ~~A. A temporary closing order shall be vacated, upon notice to the district attorney or the county counsel, if the defendant shows to the satisfaction of the court, by affidavit and such other proof as may be submitted, that the public nuisance has been abated and will not be created, maintained, or permitted for such period of time as the property has been directed to be closed in the order; or in the alternative, the defendant posts a bond in an amount equal to the full assessed value of the property where the public nuisance is being conducted, maintained, or permitted, or in such other amount as may be fixed by the court, and shows to the satisfaction of the court, by affidavit and such other proof as may be submitted, that the public health, safety and welfare will be adequately protected during the pendency of the action. The aforementioned proof shall additionally include, but not be limited to, a written statement setting forth the proactive steps the owner will take to ensure that no nuisances are created, maintained, or permitted on the property during the pendency of the action. The Bond and Undertaking Law of the Code of Civil Procedure, sections 995.010 et seq., shall be applicable to the provisions of this chapter requiring the posting of a bond.~~

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~~B. An order vacating a temporary closing order shall include a provision authorizing agencies of the county of Los Angeles to inspect the property, which is the subject of an action pursuant to this chapter, periodically without notice, during the pendency of the action for the purpose of ascertaining whether or not the public nuisance has been resumed. Intentional disobedience of or resistance to an inspection provision of an order vacating a temporary closing order, in addition to any other punishment prescribed by law, shall be a misdemeanor, which shall be punishable, on conviction, by a fine of not more than \$1,000 or by imprisonment not exceeding six months, or by both.~~

~~(Ord. 2008-0020 § 1 (part), 2008.)~~

**13.90.080 - Violation of injunction; penalty.**

~~Any person who intentionally violates any injunction issued pursuant to this chapter shall be liable for a civil penalty of \$1,000 for each violation. The penalty imposed by this section shall be in addition to any other penalties imposed by law.~~

~~(Ord. 2008-0020 § 1 (part), 2008.)~~

**13.90.090 - Attorney's fees.**

~~The prevailing party shall be authorized to recover attorney's fees in any action or special proceeding commenced to enforce the provisions of this chapter. Recovery of attorney's fees shall be limited to those actions or special proceedings in which the county elects, at the initiation of that individual action or proceeding, to seek recovery of its own attorney's fees. In no action or special proceeding shall an award of attorneys' fees to a prevailing party exceed the amount of reasonable attorneys' fees incurred by the county in the action or proceeding.~~

~~(Ord. 2008-0020 § 1 (part), 2008.)~~

**13.90.100 - Abatement cost recovery.**

~~A. In any action to abate a nuisance pursuant to this chapter, the owner of the property upon which the nuisance is found to exist shall be liable for all costs of abatement incurred by this county, including but not limited to, administrative costs and any and all costs incurred in the physical abatement of the nuisance.~~

~~(Ord. 2008-0020 § 1 (part), 2008.)~~

**13.90.110 - Treble damages.**

~~In addition to the penalties herein provided, upon entry of a second or subsequent judgment within a two-year period finding that an owner of property is responsible for violation of this chapter, the court may order the owner to pay treble the costs of abatement.~~

~~(Ord. 2008-0020 § 1 (part), 2008.)~~

**13.90.120 - Nonexclusive remedies.**

~~The remedies provided in this chapter are nonexclusive and they shall not exclude the county's use of any other remedy provided by law for the protection of the health, safety, and welfare of the people of the county of Los Angeles.~~

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(Ord. 2008-0020 § 1 (part), 2008.)

**FOOTNOTES FOR TITLE 13**

- 7. ~~For statutory provisions on interception and divulgence of police radio communications, see Penal Code § 636.5.~~
- 9. ~~For statutory provisions on malicious mischief, see Penal Code § 594 et seq.~~
- 11. ~~For general provisions on airport operation in the county, see Chapters 19.04 and 19.08 of this code.~~
- 13. ~~For county regulations on charitable solicitation, see Chapter 7.24 of this code.~~
  
- 14. **Editor's note:** ~~The ordinance codified in Section 13.17.010 shall become operative upon the enactment by the Legislature of an amendment to the Penal Code permitting the use of the above definition.~~
- 15. **Editor's note:** ~~Ordinance 11807, effective November 3, 1978 changed all references in county regulations to Harbor General Hospital and Los Angeles County Harbor Hospital to be to Los Angeles County Harbor UCLA Medical Center.~~
- 17. ~~For statutory provisions on gaming, see Penal Code § 330 et seq.; for provisions on lotteries, see Penal Code § 319 et seq.~~

Editor's note: Ordinance 461 on gambling and related activities was twice amended in its entirety—first by Ord. 7615 in 1959 and then by Ord. 9555 in 1968. Because of these amendments, changes made to particular sections of Ord. 461 before 1968 cannot be shown clearly in legislative history notes. Older ordinances still underlying current code provisions include Ords. 5570, 7174, 7615, 9369 and 9464.

- 19. ~~For statutory provisions authorizing local prohibition of nude performers and waiters, see Penal Code §§ 318.5 and 318.6.~~
- 21. ~~For beach regulations generally, see Chapter 17.12 of this code.~~
- 23. ~~For harbor regulations generally, see Chapter 19.10 of this code.~~
- 35. ~~For other consumer protection regulations, see Title 8 of this code.~~
- 39. ~~For statutory provisions on solicitation of personal injury claims, see Penal Code § 646; for provisions on soliciting business for attorneys, see Bus. & Prof. Code § 6150 et seq.; for court rule on solicitation of professional employment by attorneys, see Rule of Professional Conduct 2-101.~~
- 43. ~~For statutory provisions on control of deadly weapons, see Penal Code § 12000 et seq.~~

## ITEM 7 ATTACHMENT C

### LACC Title 13 Adoption Chart

Chapter	Description	Adopt	Justification
13.05	Burglar & Robbery Alarms		PSC recommended repeal - CMC 9.12
13.07	Distribution of Funds from Forfeitures & Seizures		PSC recommended repeal
13.10	Official Radio Broadcast Receivers		PSC recommended repeal
13.12	Graffiti Prevention, Prohibition and Removal		Repealed Ord. 94-82
13.14	Interference with Airport Operations		Repealed Ord. 94-82
13.15	Prohibited Acts of Solicitation		PSC recommended repeal - CMC 9.08
13.16	Soliciting on County Property	Yes	PSC recommended with modifications
13.17	Pornography and Obscene Matter Defined		PSC recommended repeal
13.18	Alcoholic Beverages	Yes	PSC recommended with modifications
13.20	Gambling and Related Activities	Yes	LASD recommended with modifications
13.21	Violent Sex Acts and Sex Abuse		PSC recommended repeal – no criminal penalty
13.22	Nude Performers and Waiters	Yes	PSC recommended with modifications
13.24	Nudity at Beaches		Repealed Ord. 94-82
13.26	Public Restrooms	Yes	PSC recommended with modifications
13.28	Use of White Canes for Blind Persons	Yes	PSC recommended with modifications
13.30	Jumping or Diving from Piers or Wharfs		Repealed Ord. 94-82
13.34	Lookouts for Criminal Activities	Yes	PSC recommended with modifications
13.38	Peddling on Highways, Gates & Obstructions	Yes	PSC recommended with modifications
13.40	Noisy Street Hawking ad Advertising	Yes	PSC recommended with modifications
13.41	Charging Admission to Parties		PSC recommended repeal - CMC 5.08.010
13.42	Recovery of Costs related to Unlawful Assemblies	Yes	PSC recommended with modifications
13.43	Picketing at Private Residences	Yes	PSC recommended with modifications
13.44	Loitering by Criminal Street Gangs		PSC recommended repeal
13.45	Loud, Unnecessary and Unusual Noise	Yes	PSC recommended with modifications
13.46	Spectators at Illegal Motor Vehicle Speed Contests	Yes	PSC recommended with modifications
13.48	Destroying Food Products		PSC recommended repeal
13.52	Solicitation of Claims		Recommended repeal by City Attorney
13.54	Reporting Sale of Unregulated Chemicals		LASD recommended repeal
13.55	Imitation Controlled Substances		PSC recommended repeal
13.56	Curfew for Minors	Yes	PSC recommended with modifications
13.57	Daytime Restrictions for Minors		PSC recommended repeal - CMC 9.16.010-9.16.050
13.58	Sale of Knives to Minors	Yes	PSC recommended with modifications
13.59	Registered Sex Offenders		City Attorney recommended repeal
13.62	Carrying Knives in Plain View	Yes	PSC recommended with modifications
13.63	Threats with Replica Firearms		Covered in Penal Code 417.4 per City Attorney
13.64	Weapon-like Equipment at Public Assemblies	Yes	PSC recommended with modifications
13.66	Firearms, Bows and Arrows		PSC recommended repeal
13.67	Prohibit Sale of Firearms & Ammunition		PSC recommended repeal
13.70	Prohibited Discriminatory Practices		PSC recommended repeal – no criminal penalty
13.80	Illegal Dumping		Covered in Vehicle Code per City Attorney
13.81	Theft of Water	Yes	PSC recommended with modifications
13.82	Street Racing-Motor Vehicle Seizure & Forfeiture	Yes	PSC recommended with modifications
13.90	Counterfeit Goods Nuisance Abatement		PSC recommended repeal

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Chapter 9.17 - Soliciting on city property prohibited—Authorized business permitted when.

### Sections:

9.17.010 - It is unlawful for any person, firm, or corporation to solicit, in any manner or for any purpose, in any building or in or on any property or premises owned, leased, managed or controlled by the City of Calabasas excluding public sidewalks, provided, that the provisions of this chapter shall not be deemed nor construed as prohibiting any person having business with the City of Calabasas, or any officer or employee of the City of Calabasas having authority to make any purchase for City of Calabasas, from calling upon such officer or employee in the ordinary course of business.

9.17.020 - Exceptions—Employee insurance.

This chapter does not prohibit the solicitation in any such building or in or on any such property or premises as described in Section 9.17.010 for group insurance under a policy which is approved by the city council/manager, at times, places and under conditions specified by the city council/manager.

9.17.050 - Violation—Penalty.

Any person, firm or corporation violating any of the provisions of this chapter shall be deemed guilty of an infraction, punishable by a fine as set forth in CMC Section 1.16.020B.

Chapter 9.18 - ALCOHOLIC BEVERAGES

### Sections:

9.18.010 - Drinking in public deemed misdemeanor—Exceptions.

Every person who consumes any beer, wine or other alcoholic beverage on any public street, sidewalk, alley, highway or parking lot open to the public is guilty of a misdemeanor. This section shall not be deemed to proscribe any act which is positively permitted or prohibited by any law of the state of California.

9.18.020 - Alcoholic beverages defined.

As used in this chapter, "alcoholic beverages" includes alcohol, spirits, liquor, wine, beer and every liquid or solid containing alcohol, spirits, wine or beer, and which contains one-half of one percent or more of alcohol by volume and which is fit for beverage purposes, either alone or when diluted, mixed or combined with other substances.

9.18.100 - Possessing opened alcoholic beverage receptacle prohibited at or near off-sale liquor establishments.

- A. No person who has in his or her possession any bottle, can or other receptacle containing any alcoholic beverage which has been opened, or a seal broken, or the contents of which have been partially removed, shall enter, be, or remain on the posted premises of, including the posted parking lot immediately adjacent to, any retail package off-sale alcoholic beverage licensee licensed pursuant to Division 9 (commencing with Section 23000) of the Business and Profession Code, or on any public sidewalk immediately adjacent to the licensed and posted premises.
- B. As used in subsection A of this section, "posted premises" means those premises which are subject to licensure under any retail package off-sale alcoholic beverage license, the parking lot immediately adjacent to the licensed premises on which clearly visible notices indicate to the patrons of the licensee and parking lot and to persons on the public sidewalk, that the provisions of subsection A of this section are applicable.

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- C. Pursuant to subsection B of this section, off-sale liquor store establishments are required to post a sign on the premises advising patrons of subsection A of this section. The sign shall be in a conspicuous place and readily observable. It should be 18 inches by 24 inches in size and read as follows: "It is an infraction for any person who possesses any bottle, can or other receptacle containing any alcoholic beverage which has been opened, or the seal broken, or the contents of which have been partially removed, to enter, be, or remain on the premises of, including the parking lot of such liquor store establishment or the public sidewalk immediately adjacent to it."

### 9.18.110 - Exception.

The provisions of this section shall not apply to a private, residential parking lot which is immediately adjacent to the posted premises.

### 9.18.120 - Violation—Penalty.

Any person who violates any provision of subsection A of Section 9.18.100 is guilty of an infraction, punishable by a fine as set forth in CMC Section 1.16.020B.

For a violation of subsection A of Section 9.18.100 to occur, the posting of a sign in accordance with the provisions of subsection B of Section 9.18.100 is required.

## Chapter 9.19 - GAMBLING AND RELATED ACTIVITIES

### Sections:

#### 9.19.010 - Person defined.

As used in this chapter, "person" includes a person, firm and corporation.

#### 9.19.020 - Acts regulated by state.

The ordinance codified in this chapter does not prohibit any act either positively permitted or prohibited by state law.

#### 9.19.030 - Gambling activities prohibited.

A person shall not deal, play, carry on, or conduct:

- A. Any game where players bet or wager money, checks, credits or other things of value against each other; or
- B. Any game of chance for money, checks, credits or other things of value.

#### 9.19.040 - Betting and wagering prohibited.

A person shall not bet or wager at or on any game.

#### 9.19.050 - Permitting gambling activities prohibited when.

A person shall not knowingly permit any game prohibited by this chapter to be played, conducted or dealt in any house or other premises owned by, rented by, or in the lawful possession of such person.

#### 9.19.060 - Attending places where gambling occurs prohibited.

A person shall not resort to, attend, visit or be in any house, room or other place in the City of Calabasas where there is any gambling being conducted, played or carried on.

#### 9.19.070 - Gambling paraphernalia—Destruction authorized when.

The sheriff shall destroy anything which is used, kept, placed or maintained in violation of any statute or of the ordinance codified in this chapter or any other ordinance after any person owning, possessing or having control of such cards, game or thing has pleaded guilty to or has been convicted of such violation, and such plea of guilty or conviction has become final.

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### 9.19.080 - Money received during enforcement procedure—Deposit requirements.

The sheriff shall deposit in the county treasury to the credit of the general fund all money received or obtained in the enforcement of this chapter, after any person owning, possessing or having control of such money has pleaded guilty to or has been convicted of violating this chapter, and such plea of guilty or conviction has become final.

### 9.19.090 - Release of cards, games or money from court custody authorized when.

The sheriff shall apply to the judge of any court which has custody of anything subject to destruction or money subject to deposit in the general fund under the terms of Sections 13.20.070 through 13.20.090 of this chapter, the disposition of which is not otherwise provided for by state law, for an order releasing such cards, game, things, or money to him for the purpose of complying with this chapter.

### 9.19.100 - Premises deemed nuisance when—Abatement.

Any premises occupied for the purpose of, or used for the purpose of conducting the business of illegal gambling as prohibited by this chapter is a public nuisance and may be abated as such by action brought by the city attorney or city prosecutor.

### 9.19.110 - Violation—Penalty.

Violation of this chapter is a misdemeanor punishable by a fine not to exceed \$1000.00 or imprisonment in the County Jail for not to exceed six months, or both such fine and imprisonment.

### 9.19.120 - Severability.

If any provision of this chapter, or the application thereof to any person or circumstance is held invalid, the remainder of the chapter, and the application of such provision to other persons or circumstances, shall not be affected thereby.

## Chapter 9.20 - NUDE PERFORMERS AND WAITERS

### Sections:

#### Part 1 INDECENT EXPOSURE

### 9.20.010 - Statutory authority for Part 1 provisions—Definitions.

The ordinance codified in this Part 1 is adopted pursuant to Sections 318.5 and 318.6 of the Penal Code. All words used in this Part 1 which also are used in said Sections 318.5 and 318.6 are used in the same sense and mean the same as the same respective words used in the said Sections 318.5 and 318.6 of the Penal Code.

### 9.20.020 - Acts constituting misdemeanors designated.

Every person is guilty of a misdemeanor who:

- A. Exposes his or her private parts or buttocks or employs any device or covering which is intended to simulate the private parts or pubic hair while participating in any live act, demonstration or exhibition in any public place, place open to the public or place open to public view, or while serving food or drink or both to any customer; or
- B. Permits, procures or assists any person to so expose himself or herself, or to employ any such device.

### 9.20.030 - Exceptions to Part 1 applicability.

This Part 1 does not apply to:

- A. A theater, concert hall or similar establishment which is primarily devoted to theatrical performances;

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B. Any act authorized or prohibited by any state statute.

9.20.040 - Violation—Penalty.

A violation of this Part 1 is a misdemeanor, punishable by a fine not exceeding \$1000.00 or by imprisonment in the County Jail for not exceeding six months, or by both such fine and imprisonment.

9.20.050 - Severability.

If any provision or clause of this Part 1 or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of this Part 1 which can be given effect without the invalid provision or application, and to this end the provisions of this Part 1 are declared to be severable.

### Part 2 FEMALE PERFORMERS AND WAITRESSES

9.20.060 - Statutory authority for Part 2 provisions—Definitions.

The ordinance codified in this Part 2 is adopted pursuant to Sections 318.5 and 318.6 of the Penal Code. All words used in this Part 2, which also are used in the said Sections 318.5 and 318.6, are used in the same sense and mean the same as the same respective words used in the said Sections 318.5 and 318.6 of the Penal Code.

9.20.070 - Acts constituting misdemeanors designated.

Every female is guilty of a misdemeanor who, while participating in any live act, demonstration or exhibition in any public place, place open to the public or place open to public view, or while serving food or drink or both to any customer:

- A. Exposes any portion of either breast below a straight line so drawn that both nipples, and all portions of both breasts which have a different pigmentation than that of the main portion of the breasts, are below such straight line; or
- B. Employs any device or covering which is intended to simulate such portions of the breast; or
- C. Wears any type of clothing so that any portion of such part of the breast may be observed.

9.20.080 - Counseling or assisting prohibited acts deemed misdemeanor.

Every person is guilty of a misdemeanor who permits, counsels or assists any person to violate any provision of this Part 2.

9.20.090 - Exceptions to Part 2 applicability.

This Part 2 does not apply to:

- A. A theater, concert hall or similar establishment which is primarily devoted to theatrical performances;
- B. Any act authorized or prohibited by any state statute.

9.20.100 - Violation—Penalty.

A violation of this Part 2 is a misdemeanor, punishable by a fine not exceeding \$1000.00 or by imprisonment in the County Jail for not exceeding six months, or by both such fine and imprisonment.

9.20.110 - Severability.

If any provision or clause of this Part 2 or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of this Part 2 which can be given effect without the invalid provision or application, and to this end the provisions of this Part 2 are declared to be severable.

Chapter 9.21 - PUBLIC RESTROOMS

**Sections:**

9.21.010 - Public restroom defined.

A "public restroom" is defined as any structure or facility situated on public or private property equipped with toilets, urinals or washbowls, or other similar facilities, erected and maintained for use by members of the general public for personal hygiene and comfort.

9.21.020 - Entering restroom marked for use by opposite sex prohibited.

- A. No male shall knowingly enter a public restroom marked for the use of females.
- B. No female shall knowingly enter a public restroom marked for the use of males.

9.21.030 - Sign requirements.

All public restrooms maintained for the exclusive use of either males or females shall be marked in a manner so as to give appropriate notice to members of the public that the facility is for the exclusive use of males or females. The markings or signs may be written in the English language or may be of other customary design giving reasonable notice of the exclusive use of that facility.

9.21.040 - Exceptions to chapter applicability.

- A. This chapter shall not apply to those restrooms within the city that are designed, erected and maintained so as to accommodate only one person at a time and are equipped with an appropriate locking device so as to preclude multiple use.
- B. Section 9.21.020 of this chapter shall not apply to minors under the age of seven years when accompanied by a responsible adult charged with the care of such minor, any person employed to perform janitorial or maintenance duties in public restrooms, or any public officer while in the performance of his official duties.
- C. Section 9.21.020 of this chapter shall not apply to persons with a physical or mental disability or to those assisting such persons.

9.21.050 - Violation—Penalty.

Violation of this chapter is a misdemeanor, punishable by a fine not to exceed \$1000.00 or a term in the County Jail not to exceed six months, or by both such fine and imprisonment.

9.21.060 - Severability.

If any provision of this chapter or the application thereof to any person or circumstance is held invalid, the remainder of the chapter and the application of such provision to other persons or circumstances shall not be affected thereby.

Chapter 9.22 - USE OF WHITE CANES FOR BLIND PERSONS

**Sections:**

9.22.010 - Use of white canes for blind persons—Restrictions.

For the purpose of guarding against accidents in traffic on the public thoroughfares, it is unlawful for any person, except persons wholly blind or with functionally low vision, to carry or use on the roads, highways and public places in the City of Calabasas, any canes or walking sticks which are white in color, or white with red end or bottom. Such canes or walking sticks must be used on the roads, highways and other public places of the City of Calabasas by persons wholly blind or with functionally low vision, as a means of protecting them and for the purpose of identifying them by

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drivers of vehicles, operators or motor-driven vehicles and other pedestrians with whom they come in contact on such roads, highways and public places.

### 9.22.020 - Vehicles to stop for persons with white canes.

Any driver of a vehicle, operator of a motor-driven vehicle, or pedestrian who is not wholly blind or with functionally low vision who approaches or comes in contact with a person wholly blind or with functionally low vision, carrying a cane or walking stick white in color, or white with red end, shall immediately come to a full stop and take such precautions before proceeding as may be necessary to avoid accident or injury to the person so carrying a white cane or walking stick.

### 9.22.030 - Unauthorized use of white cane or failure to stop prohibited—Penalty.

Any person, other than a person wholly blind or with functionally low vision, who shall carry such a cane or walking stick such as is described in Section 9.22.010 of this chapter, contrary to the provisions of this chapter, or who fails to heed the approach of a person so carrying such a white cane or walking stick, or one white with red end, or who fails to come to a stop upon approaching or coming in contact with a person so carrying such a cane or walking stick, or who fails to take precautions against accident or injury to such a person after coming to a stop as provided for herein, shall be guilty of an infraction, which is punishable by a fine as set forth in Section 1.16.020B.

## Chapter 9.23 - LOOKOUTS FOR CRIMINAL ACTIVITIES

### Sections:

#### 9.23.010 - Lookouts for illegal activities prohibited.

Every person who acts as a guard or lookout for any building, premises or establishment used for gambling, prostitution or any other form of vice or illegal act, or where alcoholic beverages are illegally kept, sold or purchased, or for any person soliciting, offering or engaging in prostitution, gambling or any other form of vice or illegal act, is guilty of a misdemeanor.

#### 9.23.030 - Exception—Acts covered by other law.

The prohibitions of this chapter do not apply to any action either positively permitted or prohibited by constitutional provision or by general law.

#### 9.23.040 - Violation—Penalty.

Violation of this chapter is a misdemeanor punishable by a fine not to exceed \$1000.00 or imprisonment in the County Jail for not to exceed six months, or both such fine and imprisonment.

#### 9.23.050 - Severability.

If any provision of the ordinance codified in this chapter, or the application thereof to any person or circumstance is held invalid, the remainder of the ordinance and the application of such provision to other persons or circumstances shall not be affected thereby.

## Chapter 9.24 – Littering, Loitering and Other Obstructions

### Sections:

#### 9.24.170 - Peddling on highways—Location restrictions.

It is unlawful for any person engaged in the business of peddling or selling liquids or edibles for human consumption from wagons or other vehicles, or any traveling merchant, hawkster or peddler of goods, wares or merchandise who uses a wagon or other vehicle to carry on or conduct any said business upon any portion of Mulholland Highway, Old Topanga Canyon Road or Las Virgenes

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Road within the City of Calabasas, or adjacent to any portion of any said public highway located as above mentioned.

9.24.180 - Violation—Penalty.

Violation of Section 9.24.170 is an infraction, punishable as set forth in CMC Section 1.16.020B.

9.24.190 - Gates opening outward over highways—Construction and maintenance prohibited.

It is unlawful to construct or maintain any gate in any fence in such manner that such gate may be opened outward over any portion of any public highway open for either pedestrian or vehicular traffic.

9.24.200 - Gates opening outward over highways—Permitting prohibited.

It is unlawful to cause or permit any gate in any fence to be or remain opened outward over any portion of any public highway open for either pedestrian or vehicular traffic.

9.24.210 - Violation—Penalty.

Violation of Section 9.24.190 or Section 9.24.200 is an infraction, punishable as set forth in CMC Section 1.16.020B.

### Chapter 9.25 - NOISY STREET HAWKING AND ADVERTISING

#### Sections:

9.25.010 - Noisy hawking and advertising prohibited where.

A person shall not, upon any highway or sidewalk, or in any doorway or entrance to any building opening into any such highway or sidewalk not set back at least 10 feet from the front property line, make any loud or raucous noise by using any loudspeaker, blowing any bugle, horn or trumpet, or by beating any drum, or ringing any bell, or in any other manner, for the purpose of advertising, announcing or calling attention to any goods, wares or merchandise, or for the purpose of advertising, announcing or calling attention to any show, exhibition, entertainment or event.

9.25.020 - Violation—Penalty.

Any person violating any of the provisions of this chapter is guilty of an infraction, which is punishable as set forth in CMC Section 1.16.020B.

9.25.030 - Severability.

If any portion of the ordinance codified in this chapter or the application thereof to any person or circumstance is held invalid, the remainder of the ordinance and the application of such provision to other persons or circumstances shall not be affected thereby.

### Chapter 9.26 - RECOVERY OF COSTS RELATED TO UNLAWFUL ASSEMBLIES AND DISTURBANCES OF THE PEACE

#### Sections:

9.26.010 - Recovery of costs related to unlawful assemblies and disturbances of the peace.

A. If it is established that (a) there was reasonable cause for a law enforcement officer to have issued a notice and warning as set forth below to any person or persons for actions in violation of Penal Code Section 415 and/or Section 407, (b) that such person or persons received such a notice and warning, (c) that within six months of the time set forth in the notice and warning, such person or persons were found in violation of such sections and arrested or given a citation therefor for further such acts at or near the location set forth in the notice and warning, and (d) that the person or persons were found guilty of one or more of the violations of Penal Code Section 415 and/or Section 407 for which

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they were arrested or given a citation, or found guilty of one or more violations of Penal Code Section 272 wherein an act or omission caused, encouraged, persuaded or induced a minor to commit an offense as defined in Penal Code Section 415 and/or Section 407; then

1. The court imposing sentence on such person may, as a condition of probation, order such person to pay the reasonable costs necessarily incurred by the city for law enforcement officers' return to the location of the incident which led to the conviction. In doing so the court shall follow the procedures set forth in Penal Code Section 1203.1 or Penal Code Section 1203.1e , treating such costs as if they are the costs of an emergency response; or
  2. The reasonable costs necessarily incurred by the city for law enforcement officers' return to the location of the incident which led to a conviction shall be a charge against the person or persons convicted. The charge constitutes a debt of such person or persons and is collectible by the county in the same manner as in the case of an obligation under a contract. Prior to initiating an action to collect any such debt the county shall provide such person or persons a bill itemizing the charges and afford them at least 60 days to pay the bill.
- B. At the time of the initial contact at the location, the law enforcement officer shall take any such actions and give such direction as necessary to abate the violation or condition and shall advise the responsible person in writing that, if additional law enforcement personnel are required to return to abate a continued or subsequent condition, the responsible person and owner or occupant of the property shall be held liable for the cost of providing such services. If personnel do return to the location following the warning and a conviction does result, then the cost of the services, shall be reimbursed to the county as provided in this section.

The form of the written notice and warning shall be in English and in Spanish and shall be substantially as follows:

### NOTICE AND WARNING

On \_\_\_\_\_ (date) at \_\_\_\_\_ (time) a.m./p.m. at \_\_\_\_\_ (address) you were warned by \_\_\_\_\_ (name of enforcement officer) that your actions were in violation of Penal Code Section 415 and/or Section 407 and that if, within six (6) months of the time set forth above, you were found in violation of such sections and arrested or given a citation for further such acts at or near the location set forth above you may be required to pay the reasonable costs necessarily incurred by the City of Calabasas for law enforcement officers' return to the location which led to your arrest or citation.

### Chapter 9.27 - PICKETING PRIVATE RESIDENCES

#### Sections:

9.27.010 - Picketing of private residences prohibited.

It is unlawful for any person to engage in picketing before or about the residence or dwelling of any individual.

### Chapter 9.28 - LOUD, UNNECESSARY AND UNUSUAL NOISE

#### Sections:

9.28.010 - Loud, unnecessary and unusual noise.

Notwithstanding any other provisions of this chapter and in addition thereto, it shall be unlawful for any person to willfully make or continue, or cause to be made or continued, any loud, unnecessary, and unusual noise which disturbs the peace or quiet of any neighborhood or which causes discomfort or annoyance to any reasonable person of normal sensitiveness residing in the area. The standard

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which may be considered in determining whether a violation of the provisions of this section exists may include, but not be limited to, the following:

- A. The level of noise;
- B. Whether the nature of the noise is usual or unusual;
- C. Whether the origin of the noise is natural or unnatural;
- D. The level and intensity of any background noise;
- E. The proximity of the noise to residential sleeping facilities;
- F. The nature and zoning of the area within which the noise emanates;
- G. The density of the inhabitation of the area within which the noise emanates;
- H. The time of the day or night the noise occurs;
- I. The duration of the noise;
- J. Whether the noise is recurrent, intermittent, or constant; and
- K. Whether the noise is produced by a commercial or noncommercial activity.

9.28.020 - Penalty.

Any person violating this chapter is guilty of an infraction punishable as set forth by CMC 1.16.020B.

### Chapter 9.29 - SPECTATORS AT ILLEGAL MOTOR VEHICLE SPEED CONTESTS AND EXHIBITIONS OF SPEED

#### **Sections:**

9.29.010 - Prohibition.

It shall be unlawful for any person to:

- A. Be knowingly present as a spectator at any illegal motor vehicle speed contest or exhibition of speed conducted on a public street or highway; or
- B. Be knowingly present as a spectator where preparations are being made for any such event.

9.29.020 - Definitions.

The following definitions govern the construction of this chapter:

- A. "Illegal motor vehicle speed contest or exhibition of speed" shall mean any speed contest or exhibition of speed referred to in California Vehicle Code Sections 23109(a) and 23109(c);
- B. "Spectator" shall mean any person who is present at an illegal motor vehicle speed contest or exhibition of speed for the purpose of viewing, observing, watching, or witnessing the event as it progresses. A "spectator" includes any person at the location of the event without regard to whether the person arrived at the event by driving a vehicle, riding as a passenger in a vehicle, walking, or arriving by some other means;
- C. A person is "present" at the illegal motor vehicle speed contest or exhibition of speed if that person is within 150 feet of the location of the event, or within 150 feet of the street or highway where preparations are being made for the event;
- D. "Preparations" for the illegal motor vehicle speed contest or exhibition of speed include, but are not limited to, situations where: (1) a group of motor vehicles or persons has arrived at a predetermined location for the purpose of participating in or being a spectator at the event; (2) a group of individuals has lined one or both sides of a public street or highway for the purpose of participating in or being a spectator at the event; (3) one or more persons has impeded the free public use of a public street or highway by actions, words or physical barrier for the purpose of conducting the event; (4) two or

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more vehicles have lined up with motors running for an illegal motor vehicle speed contest or exhibition of speed; (5) one or more drivers is racing his engine or spinning his tires in preparation for the event; or, (6) an individual is stationed near one or more motor vehicles as a race starter.

9.29.030 - Penalty.

Violation of this chapter is a misdemeanor punishable by a fine not to exceed \$1000.00 or imprisonment in the County Jail for not to exceed six months, or both such fine and imprisonment.

### Chapter 9.30 - CURFEW FOR MINORS

#### Sections:

9.30.010 - Prohibited act.

- A. It is unlawful for any minor under the age of 18 years to be present in a "public place," as defined in Section 13.56.010 B below, between the hours of 10:00 p.m. on any given day and sunrise of the immediately following day, unless the minor satisfies one of the exemptions specified in Section 13.56.020
- B. For purposes of this chapter, a "public place" means any place to which the public or a substantial group of the public has access, including, but not limited to, any public street, sidewalk, avenue, highway, road, curb area, alley, park, playground, or other public ground or public building, any common area of any school, hospital, apartment house, office building, transport facility, or shop, or any privately-owned place of business operated for a profit to which the public is invited, including any place of amusement, entertainment, or eating place.

9.30.020 - Exemptions.

The provisions of this chapter shall not apply when a minor satisfies any one of the following:

- A. The minor is accompanied by his or her parent(s), legal guardian(s), or other adult person(s) authorized by said parent(s) or guardian(s) to have the care and custody of the minor;
- B. The minor is on an errand at the direction of the minor's parent(s), legal guardian(s), or other adult person(s) authorized by said parent(s) or guardian(s) to have the care and custody of the minor;
- C. The minor is in a motor vehicle involved in interstate travel;
- D. The minor is present at, or traveling to or directly home from, a place or places that is connected with or required by a business, trade, profession or occupation in which said minor is lawfully engaged;
- E. The minor is involved in an "emergency situation," which means for this purpose, any unforeseen set of circumstances that calls for immediate action to prevent serious bodily injury or loss of life, including, but not limited to, a fire, natural disaster, or automobile accident;
- F. The minor is within 50 feet of the front door of his or her residence;
- G. The minor is present at, or traveling to or directly home from, a school, religious, or recreational activity supervised by adults and sponsored by a school, religious or civic organization, or other similar entity or organization that assumes responsibility for the minor;
- H. The minor is present at, or traveling to or directly home from, a political fundraiser, rally or other political activity, or is otherwise exercising his or her First Amendment rights protected by the United States Constitution, provided that any such political event or other First Amendment-type activity is supervised by adults and/or sponsored by a political organization or other similar entity or organization that assumes responsibility for the minor;
- I. The minor is present at, or traveling to or directly home from, a public meeting, or place of public entertainment, such as a movie, play, sporting event, dance or school activity, provided such meeting, event or activity is a school-approved activity for the minor or is otherwise supervised by school personnel of said minor's school; or

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- J. The minor has entered into a valid marriage, is on active duty with the armed forces of the United States, or has otherwise been declared emancipated pursuant to Section 7002, et seq., of the California Family Code.

### 9.30.030 - Enforcement.

Before taking any enforcement action under this chapter, a law enforcement officer shall ask the apparent offender's age and reason for being present in a "public place," as defined in this chapter, during curfew hours. The officer shall not issue a citation or make an arrest under this chapter unless the officer reasonably believes that a violation of Section 13.56.010 has occurred and that, based on the apparent offender's responses, no exemption under Section 13.56.020 is applicable.

### 9.30.040 - Powers of law enforcement officers not limited.

Nothing in this chapter shall be construed in any way as to limit the power or right of a law enforcement officer(s) to make any investigation, detention or arrest as such law enforcement officer(s) would be permitted to make in the absence of this chapter.

### 9.30.050 - Penalty.

Violation of this chapter is a misdemeanor punishable by a fine not to exceed \$1000.00 or imprisonment in the County Jail for not to exceed six months, or both such fine and imprisonment.

### 9.30.060 - Parental liability.

Any parent(s), legal guardian(s), or other adult person(s) authorized by said parent(s) or guardian(s) to have the care and custody of a minor, who knowingly permits, or by insufficient control allows, a minor to violate the curfew restrictions of this chapter is guilty of a misdemeanor, punishable by a fine not exceeding \$1000.00 or by imprisonment in the County Jail for a period not exceeding six months, or by both such fine and imprisonment.

### 9.30.070 - Severability.

If any provision or clause of this chapter or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect any other provision or application of this chapter which can be given effect without the invalid provision or application, and to this end the provisions of this chapter are declared to be severable.

## Chapter 9.31 - SALE OF KNIVES TO MINORS

### Sections:

#### 9.31.010 - Sale of knives to minors prohibited—Exceptions.

Every person who sells to any minor any dirk or dagger, or any knife with a blade three inches or more in length, or any snap-blade or spring-blade knife, regardless of the length of the blade, unless such minor is accompanied by an adult person and unless the person selling such dagger or knife keeps a full and complete record of the name and address of the purchaser, is guilty of a misdemeanor.

#### 9.31.020 - Violation—Penalty.

## Chapter 9.32 - CARRYING KNIVES IN PLAIN VIEW

### Sections:

#### 9.32.010 - Knives and daggers defined.

As used in this chapter, the terms "knives and daggers" shall include any knife having a blade of three inches or more in length; any spring-blade, switch-blade or snap-blade knife; any knife any blade of

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which is automatically released by a spring mechanism or other mechanical device; any ice pick or similar sharp stabbing tool; any straight-edge razor or any razor blade fitted to a handle.

9.32.020 - Carrying knives and daggers in plain view prohibited.

It is unlawful for any person to carry on his person, in plain view, any knife or dagger.

9.32.030 - Exemptions to chapter applicability.

The foregoing restrictions shall not be deemed to prohibit the carrying of ordinary tools or equipment for use in a lawful occupation or for the purpose of lawful recreation, or where the carrying of a knife or dagger is a recognized religious practice.

9.32.040 - Violation—Penalty.

Any person violating this chapter is guilty of a misdemeanor punishable by a fine of not exceeding \$1000.00 or by imprisonment in the County Jail for a period not exceeding six months, or by both such fine and imprisonment.

### Chapter 9.33 - WEAPON-LIKE EQUIPMENT AT PUBLIC ASSEMBLIES

#### Sections:

9.33.010 - Carrying certain objects prohibited at picket lines and other public assemblies.

- A. No person shall carry or possess, while participating in any demonstration, rally, picket line or other such public assembly, any length of lumber, wood, wood lath or other wood product, unless the other dimensions of such object do not exceed a thickness of one-fourth inch and a width of two inches; or, if not generally rectangular in shape, such object shall not exceed three-quarters inch in its thickest dimension; and such object is blunt and unsharpened at its end and edge.
- B. No person shall carry or possess, while participating in any demonstration, rally, picket line or other such public assembly, any bar, shaft, rod, cable, wire or other such length of hard metal, hard plastic or other hard, synthetic material.
- C. Nothing in this section shall be deemed to prohibit any person from carrying any knife not prohibited by state law other than the ordinance codified in this chapter.

9.33.020 - Violation—Penalty.

Violation of this chapter is a misdemeanor punishable by a fine not to exceed \$1000.00 or imprisonment in the County Jail for not to exceed six months, or both such fine and imprisonment.

### Chapter 9.34 - THEFT OF WATER

#### Sections:

9.34.020 - Definitions.

As used in this chapter the following terms are defined as:

- A. "Authorized public officer" is a peace officer with authority to arrest under California Penal Code Sections 830 through 830.14, inclusive or as each of those statutes may be amended or reenacted.
- B. "Driver" is any person who drives a vehicle.
- C. "Theft of water" includes, but is not limited to, theft, as that term is defined and limited in Section 484 of the California Penal Code, of water, and theft of utility services, as defined and limited in California Penal Code Section 498 where the utility service taken is water service.

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D. "Vehicle" is any transportation device that requires the driver to have in his or her immediate possession a valid driver's license for the appropriate class of vehicle being driven and which transportation device is equipped with a motor.

E. "Public agency" is any federal, state or local government agency present in the City of Calabasas.

### 9.34.030 - Abatement of nuisance vehicle by seizure and forfeiture.

A. Any vehicle used for the purpose of theft of water is a nuisance and the vehicle shall be enjoined and abated as provided in this section.

B. Any vehicle used to transport stolen water is a nuisance and the vehicle shall be enjoined and abated as provided in this section.

C. Any person or his or her servant, agent, or employee who owns, leases, conducts or maintains any vehicle used for any of the purposes or acts set forth in this section is responsible for creating a public nuisance.

### 9.34.040 - Vesting of title.

All rights, title and interest in any vehicle described in Section 9.34.030 shall vest in the City of Calabasas upon commission of the act giving rise to the nuisance under this chapter.

### 9.34.050 - Seizure of vehicle.

A. An authorized public officer may seize a vehicle subject to forfeiture under this section upon the issuance of an order by a court having jurisdiction of the vehicle. Seizure without court order may be made in any of the following circumstances:

1. The seizure is incident to an arrest or search under a search warrant;
2. There is probable cause to believe the vehicle was used in violation of this chapter.

B. An authorized public officer seizing a vehicle under this section shall complete a receipt in accordance with Penal Code Section 1412 and deliver it to the person from whose possession the vehicle was seized.

C. An immediate investigation shall be made by the seizing public agency as to any potential claimant to a seized vehicle whose right, title, interest, or lien is of record in this or any other state or appropriate federal agency. Within two business days of the vehicle's seizure, the public agency shall send a notice of seizure to all potential claimants whose right, title, interest or lien did not arise subsequent to the date and time of seizure of the vehicle, if that person or entity was not previously given a notice of seizure, and to the city attorney/city prosecutor for the City of Calabasas.

D. The notice of seizure shall include the following:

1. The name, address and telephone number of the agency providing the notice;
2. Identifying information for the vehicle seized and the authority and reason for the seizure;
3. A statement that in order to receive their post-seizure hearing, the potential claimant shall request the hearing in person, in writing, or by telephone within ten calendar days of the date of the notice; and
4. The time in which a claim of interest in the vehicle seized or subject to forfeiture is required to be filed.

E. The seizing public agency shall provide any potential claimants discovered as a result of the investigation set out in subsection C of this section with the opportunity for a post-seizure hearing to determine the validity of the seizure. The post-seizure hearing shall be conducted within two business days of the request for the hearing. The public agency may authorize its own officer or employee to conduct the hearing if the hearing officer is not the same person who directed or participated in the seizure of the vehicle. Failure of the potential claimant to request or attend a scheduled hearing within the appropriate time frame shall satisfy the post-seizure requirement.

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- F. A vehicle seized pursuant to this section may be held as evidence in any proceeding brought by the city attorney/city prosecutor.

### 9.34.060 - Forfeiture and notice of intended forfeiture of vehicle.

- A. Within 14 days of receipt of the notice of seizure required in Section 9.34.050, the city attorney/city prosecutor may pursue the forfeiture of vehicles seized under this chapter, as provided in this section. If the city attorney/city prosecutor does not commence forfeiture procedures under this section within that 14 day period, title shall revert to the owner and the seized vehicle shall be returned to the owner.
- B. If the city attorney/city prosecutor determines that forfeiture of the seized vehicle is warranted, the city attorney/city prosecutor shall serve a notice of intended forfeiture upon any person who has an interest in the seized vehicle. The notice shall be served as soon as practicable, but in any event within 30 calendar days of the seizure of the vehicle subject to forfeiture.
- C. The notice of intended forfeiture shall be served as follows:
  - 1. By personal delivery or certified mail, return receipt requested, upon any person who has an interest in the seized vehicle as determined pursuant to Section 9.34.050(C).
  - 2. In the event that the person entitled to service refuses to accept certified return receipt mail or cannot be personally served, service may be made by substituted service. Substituted service may be accomplished by any one of the following methods:
    - a. By leaving a copy during usual business hours at the recipient's business with the person who is apparently in charge, and by thereafter mailing by first class mail a copy to the recipient where the copy was left; or
    - b. By leaving a copy at the recipient's dwelling or usual place of abode, in the presence of a competent member of the household and thereafter mailing by first class mail a copy to the recipient at the address where the copy was left.
  - 3. If the person entitled to service lives out of state and will not accept certified return receipt mail, then service may be made by first class mail.
  - 4. If the person entitled to notice cannot be located, or service cannot be effected as set forth in this subsection, service may be made by publication in a Los Angeles newspaper of general circulation. Service shall be deemed sufficient when it is accomplished pursuant to Government Code Section 6063.

### 9.34.070 - Claim opposing forfeiture and court proceedings.

- A. A person claiming an interest in the seized vehicle must within ten calendar days from the date of the notice of intended forfeiture or within 30 calendar days from the date of first publication of the notice of intended forfeiture, file with the Superior Court of the county in which the vehicle was seized, a claim opposing forfeiture, verified in accordance with Section 446 of the Code of Civil Procedure, stating his, her or its interest in the vehicle. An endorsed copy of the claim shall be served upon the city attorney/city prosecutor within ten calendar days of the filing of the claim.
- B. If a verified claim is filed in accordance with this section, the forfeiture proceeding shall be set for hearing within 30 calendar days from the date the claim is filed with the court. The city attorney/city prosecutor shall file a petition for forfeiture with the court within ten calendar days of service of the claim upon the city attorney/city prosecutor. A copy of the petition shall be served upon the claimant.
- C. The hearing shall be before the Superior Court of Los Angeles County. The provisions of the Code of Civil Procedure shall apply to proceedings under this section unless otherwise inconsistent with the provisions or procedures set forth in this section. However, in proceedings under this section, there shall be no joinder of actions, coordination of actions, except for forfeiture proceedings, or cross-complaints, and the issues shall be limited strictly to the questions related to this section. Trial shall be by court or jury.

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- D. With respect to vehicles described in subsection B of this section for which forfeiture is sought and as to which forfeiture is contested, the city attorney/city prosecutor shall have the burden of proving by a preponderance of the evidence that the vehicle was used as set forth in Section 9.34.030
- E. Upon proof that the vehicle was used for any of the purposes set forth in Section 9.34.030, the court shall declare the vehicle a nuisance and order that the vehicle be forfeited, sold, and the proceeds distributed as set forth in Section 9.34.080. The court may make a different distribution of the proceeds if the court finds that the claimant did not know that the vehicle was used for a purpose that constitutes a violation of this chapter.
- F. If no claims are timely filed, the city attorney/city prosecutor shall prepare a written declaration of forfeiture of the vehicle to the city. A written declaration of forfeiture signed by the city attorney/city prosecutor under this section shall be deemed to provide good and sufficient title to the forfeited vehicle. The proceeds from the disposal of the vehicle declared forfeited by the city attorney/city prosecutor shall be distributed in accordance with Section 9.34.080. The city attorney/city prosecutor ordering forfeiture pursuant to this section shall provide a copy of the declaration of forfeiture to any person who received notice of the forfeiture proceedings.

### 9.34.080 - Disposal of vehicle and distribution of proceeds.

In all cases where vehicles seized pursuant to this section are forfeited to the city, the vehicles shall be sold, or if cash is paid as settlement in lieu of forfeiture of the vehicle, the proceeds of sale or settlement shall be distributed and used in decreasing order of priority as follows:

- A. To pay costs associated with the towing, storage and release of any vehicle seized under this section;
- B. To pay costs associated with the sale of the vehicle;
- C. For the vehicle forfeited to pay a lien holder of record, if any, up to the amount of his, her, or its unsatisfied lien on the vehicle;
- D. The remaining funds shall be distributed as follows:
  - 1. First, to the city attorney/city prosecutor in an amount equal to all expenditures, other than personnel costs or costs provided for in subsections A, B and C of this section, made or incurred in connection with the enforcement of this section, including but not limited to, costs for equipment, investigation, supplies, litigation, insurance and liability resulting from enforcement of this section and costs of publication of the notices set forth in Section 9.34.060
  - 2. Second, to the public agency which has seized a vehicle under this chapter in an amount equal to all expenditures, other than personnel costs or costs provided for in subsections A, B and C of this section, made or incurred in connection with enforcement of this section, including but not limited to, costs for equipment, investigation and supplies related to enforcement of this section.
  - 3. Of any remaining funds, 60% to the seizing public agency, 40% to the City of Calabasas general fund, provided that such funds shall be used for the purpose of abating or deterring theft of water and may not be used for personnel costs.
- E. For budgeting purposes, funds attributable to this ordinance shall not be considered anticipated general fund revenue.

### 9.34.090 - Stolen vehicles.

A vehicle that has been reported stolen, prior to a seizure under this chapter shall not be subject to forfeiture unless the identity of the registered owner cannot be reasonably ascertained or the registered owner fails to redeem the vehicle within 60 days of the seizure. The registered owner of the vehicle may claim the vehicle upon payment of tow storage and release charges, provided the vehicle is not subject to any holds for traffic or parking violations and the vehicle registration is current.

### 9.34.100 - Recovery of monetary loss.

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Nothing in this section shall preclude an owner of a vehicle who suffers a monetary loss from the forfeiture of a vehicle under this section from recovering the amount of the actual monetary loss from the person who committed the act giving rise to forfeiture under this section.

9.34.110 - Discretion of the city attorney/city prosecutor.

From the time the city attorney/city prosecutor receives the notice of seizure referred to in Section 9.34.050 to the final decision in forfeiture proceedings the city attorney/city prosecutor has discretion to resolve all proceedings under this chapter on such terms as may be, in the judgment of the city attorney/city prosecutor, in the best interests of the City of Calabasas.

9.34.120 - Severability.

If any provision of this chapter is found to be invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

### Chapter 9.35 – STREET RACING –MOTOR VEHICLE FORFEITURE AND SEIZURE

#### **Sections:**

9.35.010 - Findings.

The city council of the city of Calabasas has determined that:

- residents of the city of Calabasas in both urban and rural areas of the city have complained about the nuisances created in their neighborhoods by vehicles that are used in motor vehicle speed contests and exhibitions of speed;
- persons who use their vehicles for motor vehicle speed contests and exhibitions of speed endanger the lives of residents of the city of Calabasas, create excessive noise that disturbs the peace and quiet of the city's neighborhoods, threaten the rural aesthetic and cultural resources of officially designated scenic corridors, public parkland, and nationally designated recreation areas, and often bring increased traffic, crowds, litter, drinking in public, gambling, fights, trespassing, graffiti, vandalism, and blight into the areas where the speed contests and exhibitions of speed occur;
- persons who engage in speed contests and exhibitions of speed frequently make alterations to the vehicles utilized by removing environmental restraints, for example, modifying exhaust systems of the vehicles in order to increase the potential speed of the vehicles, thereby polluting the environment and further endangering residents of the city; and
- speed contests, exhibitions of speed, and the vehicles used in those activities are a public nuisance, and the seizure and forfeiture of such vehicles will abate the nuisances caused by these activities in that the vehicles used for these purposes will no longer be available, and furthermore, other persons contemplating engaging in these activities will be deterred from using vehicles for these purposes.

9.35.020 - Definitions.

As used in this chapter, the following terms are defined as:

- A. "Authorized public officer" is a peace officer with authority to arrest under California Penal Code sections 830 through 830.14, inclusive or as each of those statutes may be amended or reenacted.
- B. "Driver" is any person who drives a vehicle.
- C. "Exhibition of speed" is a willful act of showing off or displaying a dangerous or imprudent speed in a vehicle on a highway, including, without limitation, excessive acceleration in such a manner as to

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cause the vehicle's tires to lose traction on the highway, where the presence of another person is known to the driver or may reasonably be anticipated by him or her. In order to constitute an exhibition of speed under this section, there must be spectators or other participants present.

- D. "Highway" is a way or place of whatever nature which is used by the public for vehicular travel. It does not include a facility which is specifically designed and legally maintained for the purposes of speed contests or exhibitions of speed.
- E. "Speed contest" is a contest where a vehicle is raced on a highway against another vehicle, a clock, or other timing device. In order to constitute a speed contest under this section, at least two vehicles must be assembled or spectators must be present at the event. An event where the time to cover a prescribed route of more than 20 miles is measured, but where the vehicle does not exceed the speed limit, is not a speed contest.
- F. "Vehicle" is any transportation device that requires the driver to have in his or her immediate possession a valid driver's license for the appropriate class of vehicle being driven and which transportation device is equipped with a motor.

### 9.35.030 - Abatement of Nuisance Vehicle by Seizure and Forfeiture.

- A. Any vehicle used in a speed contest is a nuisance and the vehicle shall be enjoined and abated as provided in this section.
- B. Any vehicle used in an exhibition of speed is a nuisance and the vehicle shall be enjoined and abated as provided in this section.
- C. Any person or his or her servant, agent, or employee who owns, leases, conducts, or maintains any vehicle used for any of the purposes or acts set forth in this section is responsible for creating a public nuisance.

### 9.35.040 - Vesting of Title.

All rights, title, and interest in any vehicle described in Section 9.35.030 shall vest in the city of Calabasas upon commission of the act giving rise to the nuisance under this chapter.

### 9.35.050 - Seizure of Vehicle.

- A. An authorized public officer may seize a vehicle subject to forfeiture under this chapter upon the issuance of an order by a court having jurisdiction of the vehicle. An authorized public officer may seize a vehicle subject to forfeiture under this chapter, without court order, in any of the following circumstances:
  - 1. The seizure is incident to an arrest or search under a search warrant; or
  - 2. There is probable cause to believe the vehicle was used in violation of this chapter.
- B. An authorized public officer seizing a vehicle under this section shall complete a receipt in accordance with Penal Code section 1412 and deliver it to the person from whose possession the vehicle was seized.
- C. An immediate investigation shall be made by the seizing public agency as to any potential claimant to a seized vehicle whose right, title, interest, or lien is of record in this or any other state or appropriate federal agency. Within two business days of the vehicle's seizure, the public agency

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shall send a notice of seizure to all potential claimants whose right, title, interest, or lien did not arise subsequent to the date and time of seizure of the vehicle, if that person or entity was not previously given a notice of seizure, and to the city attorney/city prosecutor for the city of Calabasas.

- D. The notice of seizure shall include the following:
  - 1. The name, address, and telephone number of the agency providing the notice;
  - 2. Identifying information for the vehicle seized and the authority and reason for the seizure;
  - 3. A statement that in order to receive their post-seizure hearing, the potential claimant shall request the hearing in person, in writing, or by telephone within ten calendar days of the date of the notice; and
  - 4. The time in which a claim of interest in the vehicle seized or subject to forfeiture is required to be filed.
- E. The seizing public agency shall provide any potential claimants discovered as a result of the investigation set out in subsection C of this section with the opportunity for a post-seizure hearing to determine the validity of the seizure. The post-seizure hearing shall be conducted within two business days of the request for the hearing. The public agency may authorize its own officer or employee to conduct the hearing if the hearing officer is not the same person who directed or participated in the seizure of the vehicle. Failure of the potential claimant to request or attend a scheduled hearing within the appropriate time frame shall satisfy the post-seizure requirement.
- F. A vehicle seized pursuant to this section may be held as evidence in any proceeding brought by the city attorney/city prosecutor.

### 9.35.060 - Forfeiture and Notice of Intended Forfeiture of Vehicle.

- A. Within 14 days of receipt of the notice of seizure required in Section 9.35.050, the city attorney/city prosecutor may pursue the forfeiture of vehicles seized under this chapter, as provided in this section. If the district attorney does not commence forfeiture procedures under this section within that 14-day period, title shall revert to the owner and the seized vehicle shall be returned to the owner. If the seized vehicle is returned to the owner because the city attorney/city prosecutor has not commenced forfeiture procedures within said 14-day period, the city of Calabasas shall reimburse the public agency which seized the vehicle for the costs associated with the towing, storage, and release of that vehicle.
- B. If the city attorney/city prosecutor determines that forfeiture of the seized vehicle is warranted, the city attorney/city prosecutor shall serve a notice of intended forfeiture upon any person who has an interest in the seized vehicle. The notice shall be served as soon as practicable, but in any event within 30 calendar days of the seizure of the vehicle subject to forfeiture.
- C. The notice of intended forfeiture shall be served as follows:
  - 1. By personal delivery or certified mail, return receipt requested, upon any person who has an interest in the seized vehicle as determined pursuant to Subsection 9.35.050C.
  - 2. In the event that the person entitled to service refuses to accept certified return receipt mail or cannot be personally served, service may be made by substituted service. Substituted service may be accomplished by any one of the following methods:
    - a. By leaving a copy during usual business hours at the recipient's business with the person who is apparently in charge, and by thereafter mailing by first-class mail a copy to the recipient where the copy was left; or
    - b. By leaving a copy at the recipient's dwelling or usual place of abode, in the presence of a competent member of the household and thereafter mailing by first-class mail a copy to the recipient at the address where the copy was left.

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3. If the person entitled to service lives out of state and will not accept certified return receipt mail, then service may be made by first-class mail.
4. If the person entitled to notice cannot be located, or service cannot be effected as set forth in this subsection, service may be made by publication in a Los Angeles newspaper of general circulation. Service shall be deemed sufficient when it is accomplished pursuant to Government Code section 6063.

### 9.35.070 - Claim Opposing Forfeiture and Court Proceedings.

- A. A person claiming an interest in the seized vehicle must, within ten calendar days from the date of the notice of intended forfeiture or within 30 calendar days from the date of first publication of the notice of intended forfeiture, file with the superior court of the county in which the vehicle was seized, a Claim Opposing Forfeiture, verified in accordance with section 446 of the Code of Civil Procedure, stating his, her, or its interest in the vehicle. An endorsed copy of the claim shall be served upon the district attorney within ten calendar days of the filing of the claim.
- B. If a verified claim is filed in accordance with this section, the forfeiture proceeding shall be set for hearing within 30 calendar days from the date the claim is filed with the court. The district attorney shall file a petition for forfeiture with the court within ten calendar days of service of the claim upon the district attorney. A copy of the petition shall be served upon the claimant.
- C. The hearing shall be before the superior court of Los Angeles County. The provisions of the Code of Civil Procedure shall apply to proceedings under this section unless otherwise inconsistent with the provisions or procedures set forth in this section. However, in proceedings under this section, there shall be no joinder of actions, coordination of actions, except for forfeiture proceedings, or cross-complaints, and the issues shall be limited strictly to the questions related to this section. Trial shall be by court or jury.
- D. With respect to vehicles described in Subsection B of Section 16.82.060 for which forfeiture is sought and as to which forfeiture is contested, the district attorney shall have the burden of proving by a preponderance of the evidence that the vehicle was used as set forth in Section 9.35.030
- E. Upon proof that the vehicle was used for any of the purposes set forth in Section 9.35.030, the court shall declare the vehicle a nuisance and order that the vehicle be forfeited, sold, and the proceeds distributed as set forth in Section 9.35.080. The court may make a different distribution of the proceeds if the court finds that the claimant did not know that the vehicle was used for a purpose that constitutes a violation of this chapter.
- F. If the court rules that the vehicle shall not be forfeited or the city attorney/city prosecutor abandons the forfeiture proceedings prior to a ruling by the court, title to the vehicle shall revert to the owner, the vehicle shall be returned to the owner, and the city of Calabasas shall be responsible for payment of the costs associated with the towing, storage, and release of that vehicle.
- G. If no claims are timely filed, the city attorney/city prosecutor shall prepare a written declaration of forfeiture of the vehicle to the county. A written declaration of forfeiture signed by the city attorney/city prosecutor under this section shall be deemed to provide good and sufficient title to the forfeited vehicle. The proceeds from the disposal of the vehicle declared forfeited by the city attorney/city prosecutor shall be distributed in accordance with Section 9.35.080. The city attorney/city prosecutor ordering forfeiture pursuant to this section shall provide a copy of the declaration of forfeiture to any person who received notice of the forfeiture proceedings.

### 9.35.080 - Disposal of Vehicle and Distribution of Proceeds.

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The proceeds of the sale of any vehicle forfeited to the county, or if cash is paid as settlement in lieu of forfeiture of the vehicle, the proceeds of the settlement shall be distributed and used in decreasing order of priority as follows:

- A. To pay costs associated with the towing, storage, and release of any vehicle seized under this section.
- B. To pay costs associated with the sale of the vehicle.
- C. To pay a lien holder of record, if any, up to the amount of his, her, or its unsatisfied lien on the vehicle.
- D. The remaining funds shall be distributed as follows:
  1. First, to the city attorney/city prosecutor in an amount equal to all expenditures, other than personnel costs or costs provided for in subsections A, B, and C of this section, made or incurred in connection with the enforcement of this chapter, including but not limited to, costs for equipment, investigation, supplies, litigation, insurance, and liability resulting from enforcement of this chapter and costs of publication of the notices set forth in Section 9.35.060
  2. Second, to the public agency which seized the vehicle under this chapter in an amount equal to all expenditures, other than personnel costs or costs provided for in subsections A, B, and C of this section, made or incurred in connection with enforcement of this chapter, including but not limited to, costs for equipment, investigation, and supplies related to the enforcement.
  3. Of any remaining funds, 60 percent to the seizing public agency, 40% to the city of Calabasas general fund, provided that such funds shall be used for the purpose of abating or deterring speed contests and exhibitions of speed and may not be used for personnel costs.
- E. For budgeting purposes, funds attributable to this ordinance shall not be considered anticipated general fund revenue.

### 9.35.090 - Stolen Vehicles.

A vehicle that has been reported stolen prior to a seizure under this chapter shall not be subject to forfeiture unless the identity of the registered owner cannot be reasonably ascertained or the registered owner fails to redeem the vehicle within 60 days of the seizure. The registered owner of the vehicle may claim the vehicle upon payment of tow storage and release charges, provided the vehicle is not subject to any holds for traffic or parking violations and the vehicle registration is current.

### 9.35.100 - Recovery of Monetary Loss.

Nothing in this section shall preclude an owner of a vehicle who suffers a monetary loss from the forfeiture of a vehicle under this chapter from recovering the amount of the actual monetary loss from the person who committed the act giving rise to forfeiture under this chapter.

### 9.35.110 - Discretion of the City Attorney/City Prosecutor.

From the time the city attorney/city prosecutor receives the notice of seizure referred to in Section 9.35.050 to the final decision in any subsequent forfeiture proceedings, the city attorney/city prosecutor has discretion to resolve all proceedings under this chapter on such terms as may be, in the judgment of the city attorney/city prosecutor, in the best interests of the city of Calabasas.

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### 9.35.120 - Severability.

If any provision of this chapter is found to be invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.



**CITY of CALABASAS**

**CITY COUNCIL AGENDA REPORT**

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**DATE: AUGUST 29, 2016**

**TO: HONORABLE MAYOR AND COUNCILMEMBERS**

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

**SUBJECT: INTRODUCTION OF ORDINANCE NO. 2016-336, ADDING CHAPTER 10.22 TO TITLE 10 OF THE CITY'S MUNICIPAL CODE, TO INCLUDE PARKING REGULATIONS FOR CITY-OWNED AND CITY-OPERATED OFF-STREET PARKING FACILITIES.**

**MEETING DATE: SEPTEMBER 14, 2016**

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**SUMMARY RECOMMENDATION:**

Staff recommends that the City Council introduce Ordinance No. 2016-336, adding Chapter 10.22 to Title 10 of the City's Municipal Code, to include parking regulations for City-owned and City-operated off-street parking facilities, of the Calabasas Municipal Code.

**BACKGROUND:**

The Calabasas Park and Ride Parking Lot, located at 23577 Calabasas Road, is currently under construction. The construction is scheduled to be completed by the middle of September. This Park and Ride parking facility will eliminate a significant gap in the existing Park and Ride network north of Los Angeles, as existing lots are located 23 miles apart. The Calabasas Road Park and Ride Lot provides 63 off-street parking spaces for commuters. This facility could be used to accommodate the increasing parking demand in Old Town Calabasas during weeknights and weekends. In compliance with funding requirements, and reflecting the City's

vision for how the lot should function, off-street parking regulations are being proposed to ensure its intended use and operation.

**DISCUSSION:**

The primary function of a Park and Ride facility is to provide public parking, which allows commuters and other individuals, headed to their place of employment or to a meeting location, to leave their vehicles and transfer to a bus, rail system (rapid transit, light rail, or commuter rail), or to a carpool for the remainder of the journey. The vehicle is left in the car park during the day and retrieved when the owner returns at a later time or in the evening.

In order to protect the safety and welfare of the public, an ordinance is required to regulate the operations of the City-owned public off-street parking facility. Vehicles parked at such facility that are in violation of the proposed ordinance, may then be penalized.

**ORDINANCE OF CITY-OWNED AND CITY-OPERATED OFF-STREET PARKING FACILITIES**

The regulatory restriction recommended for the lot is to comply with the intended use of the lot, as well as to prevent the following activities:

- Overnight Parking
- Use of the lot by valet parking operators
- Loading and unloading of merchandise and goods for nearby businesses and events
- Parking by oversize commercial vehicle, recreational vehicle with or without camper and utility trailer
- Violation of other general parking restrictions and rules

The introduction of an ordinance, as shown in Attachment A, regulating operations of the off-street parking facility will have minimal financial impact to the City. While the enforcement of the ordinance is intended to be self-funding, the financial consequence of enforcement of any ordinance will depend on the level of effort expended.

The request was taken to the Traffic and Transportation Commission meeting on July 26, 2016. The proposed ordinance was supported and recommended by the Traffic and Transportation Commission.

**FISCAL IMPACT/SOURCE OF FUNDING:**

Measure R regional revenue covers all costs pertaining to sign and pavement marking and legend installations.

**REQUESTED ACTION:**

That the City Council introduce Ordinance No. 2016-336, adding Chapter 10.22 to Title 10 of the City's Municipal Code, to include parking regulations for City-owned and City-operated off-street parking facilities, of the Calabasas Municipal Code.

**ATTACHMENTS:**

Attachment A: Ordinance of City-Owned and City-Operated Off-Street Parking Facilities

# **ITEM 8 ATTACHMENT A**

## **ORDINANCE NO. 2016-336**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CALABASAS, CALIFORNIA, ADDING CHAPTER 10.22 TO TITLE 10 OF THE CALABASAS MUNICIPAL CODE TO INCLUDE REGULATING PARKING OF VEHICLES AND USES OF CITY-OWNED AND CITY-OPERATED OFF-STREET PARKING FACILITIES.**

**WHEREAS**, the City has determined that it has the authority to prescribe regulations and rules for the stopping, standing and parking of vehicles and uses of City-owned and City-operated off-street parking facilities; and

**WHEREAS**, the City Council desires to adopt an ordinance to regulate the stopping, standing, parking and usage of vehicles on City-owned and City-operated off-street parking facilities within the City; and

**WHEREAS**, the City establishes parking restrictions on City-owned and City-operated off-street parking facilities pursuant to California Vehicle Code Sections 21113, 22519 and 22651; and

**WHEREAS**, the City Council authorizes the City Manager or the Director, to issue, on behalf of the City Council, parking regulations and restrictions related to the use of city owned and operated off-street parking facilities and tow services (when necessary), to implement the removal remedies in compliance with this ordinance; and

**WHEREAS**, the City Council desires to amend Title 10 (Vehicles and Traffic) of the Municipal Code to include regulations governing the operations and parking regulations of City-owned and City-operated off-street parking facilities; and

**WHEREAS**, the City has determined that adopting the ordinance will promote and protect the safety and welfare of the public using City-owned and City-operated off-street parking facilities.

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

**SECTION 1.** Chapter 10.22 is hereby added the Calabasas Municipal Code to read as follows:

**10.22.010 - Title**

## 10.22.020 - Definitions

The following definitions are applicable to provisions of this Ordinance:

**"City"** means the City of Calabasas

**"Parking Facility"** means any City-owned and City-operated off-street parking facility, including, but not limited to, a Park and Ride Lot.

**"Director"** means the Public Works Director or his/her designee.

**"Vehicle"** means an automobile or motorcycle, as defined in California Vehicle Code (CVC) Sections 465 and 400.

**"Oversize Commercial vehicle"** means a vehicle of a type required to be registered under the Vehicle Code, used or maintained for the transportation of persons for hire, compensation or profit, or designated, used or maintained primarily for the transportation of property, having a manufacturer's gross vehicle weight rating of ten thousand (10,000) pounds or more, at any time.

**"Parking"** means the parking or standing of a vehicle, whether occupied or not, other than temporarily for the purpose of loading or unloading merchandise or passengers.

**"Camper"** means a structure designed to be mounted onto a motor vehicle and to provide facilities for human habitation or for camping purposes.

**"Recreational vehicle"** means a vehicle or trailer capable of human habitation---designed or used for recreational camping or for travel, whether self-propelled or mounted on or drawn by another vehicle, or any structure inspected, approved and designated to be a recreational vehicle by and bearing the insignia of the state of California or any other state or federal agency having the authority to approve recreational vehicles. "Recreational vehicle" includes, without limitation, any of the following: (1) camp trailer, as defined by California Vehicle Code Section 242; (2) fifth-wheel travel trailer, as defined by California Vehicle Code Section 324; (3) house car, as defined by California Vehicle Code Section 362; (4) trailer coach, as defined by California Vehicle Code Section 635; (5) mobile home, as defined by California Vehicle Code Section 396; (6) boat, watercraft, and/or a trailer for a boat or watercraft; (7) trailers designed to carry persons, property or animals on its own structure and drawn by a motor vehicle; and (8) recreational vehicle, as defined by California Health and Safety Code Section 18010.

**"Utility trailer"** means a non-motorized vehicle designed to carry persons, property, animals, waste, materials, or any other items on its own structure and to be drawn by another motor vehicle which is not designed for recreational purposes.

***“Mobile Billboard”*** means an advertising display that is attached to a wheeled, mobile, non-motorized vehicle, that carries, pulls, or transports a sign or billboard, and is for the primary purpose of advertising.

**10.22.030 - Location of City-Owned and Operated Facility**

1. Old Town Calabasas Park and Ride Lot –located at 23577 Calabasas Road.

**10.22.040 - Parking Restrictions**

1. No person shall park or leave standing in a parking facility any oversize commercial vehicle, recreational vehicle with or without camper and utility trailer.
2. No vehicle shall be parked or left standing adjacent to a red curb or line painted red.
3. No vehicle shall be parked or left standing in any parking space or area marked with a sign or diagonal white solid cross hatching pavement markings.
4. No vehicle shall be parked or left standing within two (2) or more designated parking spaces or in a manner that inhibits the use of adjacent parking space.
5. Parking of vehicles is permitted only in designated spots.
6. No person shall park or leave standing any vehicle in driveways.
7. No loitering in parking facility.
8. No person shall park or leave standing any vehicle overnight in the parking facility.
9. No parking of vehicles in violation of any applicable requirements of the California Vehicle Code, including without limitation, restrictions on parking in parking space for the exclusive use of those physically handicapped persons whose vehicles display the distinguishing license plates or placards issued to disabled persons pursuant to Section 22511.5 of the Vehicle Code, or to disabled veterans as specified in Section 5007 of the Vehicle Code.
10. No parking or leave standing a mobile billboard advertising display in parking facility.
11. Other general parking restrictions for the safety and welfare of the public as directed by the City Manager or Public Works Director.

**10.22.050 - Loading and Unloading of Merchandise**

Loading and unloading activity by any commercial vehicle shall be prohibited in the parking facility. Signage will be posted in the parking facility prohibiting this activity.

#### **10.22.060 - Valet Service**

Valet service shall not be permitted in the parking facility. Signage will be posted in the parking facility prohibiting such service.

#### **10.22.070 - Posting of Notice**

The parking restrictions set forth in section 10.22.040 this ordinance shall be posted on signs or on pavement markings, providing notice of all applicable regulations and restrictions, at the parking facility.

Any sign indicating that vehicles violating the parking restrictions may be removed at the owner's expense shall contain the telephone number of the local traffic law enforcement agency where a person, whose vehicle has been removed from the parking facility, may find out the status of the vehicle and the location to where it has been removed.

#### **10.22.080 - Violation**

It is unlawful for any person to park a vehicle or cause, allow, or permit to be parked, a vehicle in any parking facility in violation of signs erected and/or pavement markings pursuant to this ordinance.

It is unlawful for any person to cause, allow, or permit any vehicle to remain in or upon any parking facility for more than the time indicated by signs erected pursuant to this ordinance.

#### **10.22.090 - Removal of Vehicle from Parking Facility**

Pursuant to California Vehicle Code section 22651 (n), any peace officer, or the City's contracted vendor, who is engaged in enforcing parking laws and regulations for the City, may remove vehicles parked in the parking facility that violate the following:

1. The vehicle is parked or left standing adjacent to a red curb or line painted red
2. The vehicle is parked in stalls dedicated and designated by appropriate markings to the exclusive use of those physically handicapped persons or to disabled veterans.
3. In any area with posting of notice in accordance with CVC 22658.

**10.22.100 - Parking Citation Procedures**

Parking citations issued in the parking facility shall follow the ordinance codified in Chapter 10.04 in the City of Calabasas' Municipal Code.

**10.22.110 - Mobile Billboard Advertising Display**

Parking citations issued in the parking facility for this violation shall follow the ordinance codified in Chapter 10.20 in the City of Calabasas' Municipal Code.

**10.22.120 - Severability**

If any section, subsection, sentence, clause, phrase or portion of this ordinance is found to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining sections of this ordinance. The City Council declares that it has adopted this ordinance and each section, subsection, sentence, clause, phrase or portion thereof, irrespective of any one or more sections, subsections, sentences, clauses, phrases or sections declared invalid or unconstitutional.

**EFFECTIVE DATE.** This ordinance shall take effect only after both thirty days have elapsed after its adoption and upon approval by the Los Angeles County Board of Supervisors.

**CERTIFICATION.** The City Clerk shall certify to the passage and adoption of this ordinance and shall cause the same to be published or posted according to law and transmitted to the Board of Supervisors for consideration.

**PASSED, APPROVED AND ADOPTED** this \_\_\_day of September, 2016.

\_\_\_\_\_  
James R. Bozajian, Mayor

ATTEST:

APPROVED AS TO FORM:

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

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



**CITY of CALABASAS**

**CITY COUNCIL AGENDA REPORT**

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**DATE: AUGUST 29, 2016**

**TO: HONORABLE MAYOR AND COUNCILMEMBERS**

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

**SUBJECT: INTRODUCTION OF ORDINANCE NO. 2016-339 MOVING THE DATE OF THE CITY'S GENERAL MUNICIPAL ELECTION DATE TO THE FIRST TUESDAY AFTER THE FIRST MONDAY IN NOVEMBER OF EVEN- NUMBERED YEARS**

**MEETING**

**DATE: SEPTEMBER 14, 2016**

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**SUMMARY:**

On August 24, 2016, the City Council received a report regarding Senate Bill No. 415 (SB415), the California Voter Participation Rights Act (California Elections Code Sections 14050-14057), that was approved by Governor Jerry Brown on September 1, 2015, and affects the City's election dates.

SB 415 prohibits a General Law City such the City of Calabasas, from holding an election other than on a statewide election date if holding an election on a non-concurrent date has previously resulted in a significant decrease in voter turnout (i.e., at least 25% less than the average voter turnout within the city for the previous four statewide general elections), except as specified.

Given that the City has experienced a significant decrease in voter turnout on non-concurrent election dates, the City Council was provided with six (6) options to comply with the provisions of SB 415. The City Council selected Option number 1 as follows:

Option 1: Move the November 2017 election (three seats) to occur in November 2018 and the November 2019 election (two

seats) to occur in November 2020, thereby increasing current incumbent terms by one year (+12 months). Consolidation would begin with the November 6, 2018 statewide general election.

To implement this option, the City Council would need to adopt an ordinance before the November 2017 election. The proposed Ordinance would consolidate the City's general municipal election with a statewide general election date, extend the terms of current Councilmembers by no more than 12 months (Elections Code Section 10403.5(b)), and repeal Ordinance No. 2014-312, which established a general municipal election date on the first Tuesday after the first Monday in November of each odd numbered year.

Once Ordinance No. 2016-339 is adopted, it will require approval by the Los Angeles County Board of Supervisors (Board). Within thirty (30) days after the approval by the Board, the City Clerk will have to cause a notice to be mailed to all registered voters informing the voters of the change in election date. The notice shall also inform the voters that as a result of the change in election dates, the terms of elected City officials currently in office will be extended (Election Code Section 10403.5(e)).

**RECOMMENDATION:**

That the City Council introduce Ordinance No. 2016-339; an Ordinance of the City Council of the City of Calabasas, California, moving the date of the City's General Municipal Election from the first Tuesday after the first Monday in November of odd-numbered years to the first Tuesday after the first Monday in November of even-numbered years beginning in November of 2018 and repealing Ordinance No. 2014-312.

**ATTACHMENT:**

Ordinance No. 2016-339

**ITEM 9 ATTACHMENT  
ORDINANCE NO. 2016-339**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CALABASAS, CALIFORNIA, AMENDING CALABASAS MUNICIPAL CODE SECTIONS 1.04.010 AND 1.04.020, CHANGING THE DATE OF THE GENERAL MUNICIPAL ELECTION FROM THE FIRST TUESDAY AFTER THE FIRST MONDAY IN NOVEMBER OF ODD-NUMBERED YEARS TO THE FIRST TUESDAY AFTER THE FIRST MONDAY IN NOVEMBER OF EVEN-NUMBERED YEARS BEGINNING IN NOVEMBER 2018.**

**WHEREAS**, the general municipal elections of the City of Calabasas, California (City) are currently held on the first Tuesday after the first Monday in November of alternating odd-numbered years to elect five members of City Council (staggered terms); and

**WHEREAS**, beginning January 1, 2018, Senate Bill 415 (SB 415), the California Voter Participation Rights Act, prohibits a local government, like the City from holding an election other than on a statewide election date if holding an election on a non-concurrent date has previously resulted in a significant decrease in voter turnout (i.e., at least 25% less than the average voter turnout within the city for the previous four statewide general elections), except as specified); and

**WHEREAS**, as the City has experienced a significant decrease in voter turnout (-22.96% less than the average voter turnout), the City has determined that, in accordance with SB 415, it must begin conducting its general municipal elections on statewide general election dates); and

**WHEREAS**, Elections Code Sections 1301 and 10403.5 authorize the City to change the date of its general municipal election to coincide with the date of a statewide general election); and

**WHEREAS**, the City Council wishes to consolidate its elections with the statewide general election conducted by the County of Los Angeles on the first Tuesday after the first Monday in November of even-numbered years beginning in November 2018); and

**WHEREAS**, pursuant to Elections Code Section 10403.5(b), and in order to accomplish the change in election date, the terms of all current incumbent City Councilmembers shall be increased by no more than 12 months (one year) as follows:

A. Those City Councilmembers whose terms of office would have, prior to the adoption of this Ordinance, expired following the November 2017, general municipal election shall, instead, continue in their offices until certifications of the results and administration of the oaths of office after the November 2018 City election.

B. Those City Councilmembers whose terms of office would have, prior to the adoption of this Ordinance, expired following the November 2019, general municipal election shall, instead, continue in their offices until certifications of the results and administration of the oaths of office after the November 2020 City election; and

**WHEREAS**, pursuant to Elections Code Section 10403.5(e), within 30 days after the Ordinance becomes operative, the City Elections Official shall cause a notice to be mailed to all registered voters, within the City, informing the voters of the change in the election date and the extended terms of the current elected City Councilmembers.

**WHEREAS**, the adoption of this Ordinance shall cancel the City's November 7, 2017, general municipal election and set the next general municipal election of the City on November 6, 2018, and every election thereafter on the first Tuesday after the first Monday in November of even-numbered years.

**THE CITY COUNCIL OF THE CITY OF CALABASAS, CALIFORNIA, DOES HEREBY ORDAIN AS FOLLOWS:**

**SECTION 1.** Section 1.04.010 of the Calabasas Municipal Code is hereby amended to read as follows:

**1.04.010 Election Date.**

General municipal elections shall be conducted on the first Tuesday after the first Monday in November of even-numbered years.

**SECTION 2.** Section 1.04.020 of the Calabasas Municipal Code is hereby amended to read as follows:

**1.04.020 - Effect on existing terms of office.**

B. Twelve (12) months means the period between the day upon which the term of office otherwise would have commenced and the first Tuesday after the first Monday in November of the even-numbered year in which the election is held, inclusive.

**SECTION 3. SEVERABILITY.** If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance, or its application to any person or circumstance, is for any reason held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases of this Ordinance, or its application to any other person or circumstance. The City Council of the City of Calabasas hereby declares that it would have adopted each section, subsection, subdivision, paragraph, sentence, clause or phrase hereof, irrespective of the fact that any one or more other sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases hereof be declared invalid or unenforceable.

**SECTION 4. EFFECTIVE DATE.** This ordinance shall take effect only after both thirty days have elapsed after its adoption and upon approval by the Los Angeles County Board of Supervisors.

**SECTION 5. CERTIFICATION.** The City Clerk shall certify to the passage and adoption of this ordinance and shall cause the same to be published or posted according to law and transmitted to the Board of Supervisors for consideration.

**PASSED, APPROVED AND ADOPTED** this \_\_\_day of September, 2016.

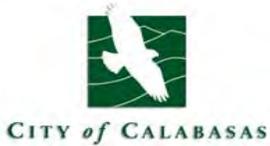
\_\_\_\_\_  
James R. Bozajian, Mayor

ATTEST:

APPROVED AS TO FORM:

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

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



# Check Register Report

Bank: BANK OF AMERICA - OPERATING  
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Check No.	Check Date	Vendor Name	Check Description	Amount	Department
<b>Administrative Services</b>					
96283	8/31/2016	KRDILYAN/ANNIE//	REIMBURSE EDUC EXPS- SUMMER 16	138.00	Administrative Services
<b>Total Amount for 1 Line Item(s) from Administrative Services</b>				<b>\$138.00</b>	
<b>City Attorney</b>					
96120	8/17/2016	COLANTUONO, HIGHSMITH &	GENERAL SERVICES	15,369.70	City Attorney
96120	8/17/2016	COLANTUONO, HIGHSMITH &	MISC SPECIAL COUNSEL PROJ	2,175.00	City Attorney
96120	8/17/2016	COLANTUONO, HIGHSMITH &	2015 ANNEXATION	1,330.61	City Attorney
96279	8/31/2016	HOPKINS & CARLEY	LEGAL SERVICES	252.00	City Attorney
96279	8/31/2016	HOPKINS & CARLEY	LEGAL SERVICES	140.00	City Attorney
96120	8/17/2016	COLANTUONO, HIGHSMITH &	IZADI	125.00	City Attorney
<b>Total Amount for 6 Line Item(s) from City Attorney</b>				<b>\$19,392.31</b>	
<b>City Clerk</b>					
96106	8/17/2016	AMSTAR EXPRESS, INC.	COURIER SERVICE	304.35	City Clerk
96200	8/24/2016	CYBERCOPY	COPY/PRINTING SERVICE	54.10	City Clerk
96300	8/31/2016	VALLEY NEWS GROUP	LEGAL ADVERTISING	45.00	City Clerk
<b>Total Amount for 3 Line Item(s) from City Clerk</b>				<b>\$403.45</b>	
<b>City Council</b>					
96112	8/17/2016	CALIFORNIA CONTRACT CITIES	2016 CCCA SUMMIT	425.00	City Council
96183	8/18/2016	LOVING HOME HOSPICE FOR	DONATION	364.83	City Council
96184	8/19/2016	US BANK	VISA- LEAGUE OF CA CITIES	300.00	City Council
96184	8/19/2016	US BANK	VISA- CALABASAS SELF STORAGE	184.00	City Council
96265	8/31/2016	BOZAJIAN/JAMES R.//	REIMB OFFICE SUPPLIES	177.13	City Council
96177	8/17/2016	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	125.42	City Council
96145	8/17/2016	LEAGUE OF CALIFORNIA CITIES	INSTALLATION CEREMONY	50.00	City Council
<b>Total Amount for 7 Line Item(s) from City Council</b>				<b>\$1,626.38</b>	
<b>City Management</b>					
96280	8/31/2016	ICMA MEMBERSHIP RENEWALS	MEMBERSHIP 2016	1,400.00	City Management





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<b>Total Amount for 1 Line Item(s) from City Management</b>				<b>\$1,400.00</b>	
<b>Civic Center O&amp;M</b>					
96234	8/24/2016	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	8,600.08	Civic Center O&M
96234	8/24/2016	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	6,953.26	Civic Center O&M
96209	8/24/2016	HAYNES BUILDING SERVICES, LLC	JANITORIAL SERVICES	2,690.50	Civic Center O&M
96278	8/31/2016	HAYNES BUILDING SERVICES, LLC	JANITORIAL SERVICES	1,768.41	Civic Center O&M
96251	8/24/2016	WAXIE SANITARY SUPPLY	JANITORIAL SUPPLIES	685.12	Civic Center O&M
96235	8/24/2016	SOUTHERN CALIFORNIA GAS CO	GAS SERVICE	637.07	Civic Center O&M
96179	8/17/2016	WAXIE SANITARY SUPPLY	JANITORIAL SUPPLIES	585.80	Civic Center O&M
96270	8/31/2016	CIRCULATING AIR, INC.	HVAC MAINTENANCE	558.50	Civic Center O&M
96270	8/31/2016	CIRCULATING AIR, INC.	HVAC MAINTENANCE	558.50	Civic Center O&M
96286	8/31/2016	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	528.15	Civic Center O&M
96235	8/24/2016	SOUTHERN CALIFORNIA GAS CO	GAS SERVICE	515.07	Civic Center O&M
96126	8/17/2016	EMERALD COAST PLANTSCAPES, INC	PLANT MAINTENANCE- JUL 16	500.00	Civic Center O&M
96129	8/17/2016	G & F LIGHTING SUPPLY CO.	LIGHTING SUPPLIES	493.65	Civic Center O&M
96129	8/17/2016	G & F LIGHTING SUPPLY CO.	LIGHTING SUPPLIES	493.65	Civic Center O&M
96286	8/31/2016	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	427.03	Civic Center O&M
96165	8/17/2016	SOUTH COAST A.Q.M.D	OPERATING FEE FOR FY 16/17	354.86	Civic Center O&M
96230	8/24/2016	SECURAL SECURITY CORP	PATROL CAR SERVICES- CIVIC CTR	145.52	Civic Center O&M
96230	8/24/2016	SECURAL SECURITY CORP	PATROL CAR SERVICES- CIVIC CTR	145.52	Civic Center O&M
96184	8/19/2016	US BANK	VISA- HOME DEPOT	126.76	Civic Center O&M
96165	8/17/2016	SOUTH COAST A.Q.M.D	EMISSION FEE	124.35	Civic Center O&M
96125	8/17/2016	DNA ELECTRIC	ELECTRICAL REPAIRS	110.45	Civic Center O&M
96184	8/19/2016	US BANK	VISA- HOME DEPOT	94.12	Civic Center O&M
96125	8/17/2016	DNA ELECTRIC	ELECTRICAL REPAIRS	89.30	Civic Center O&M
96184	8/19/2016	US BANK	VISA- VISTA PAINT CORP	89.07	Civic Center O&M
96251	8/24/2016	WAXIE SANITARY SUPPLY	JANITORIAL SUPPLIES	86.05	Civic Center O&M
96184	8/19/2016	US BANK	VISA- HARBOR FREIGHTS	52.20	Civic Center O&M
96184	8/19/2016	US BANK	VISA- GRAINGER	48.80	Civic Center O&M
96184	8/19/2016	US BANK	VISA- FRESH BROTHERS	24.61	Civic Center O&M
96184	8/19/2016	US BANK	VISA- WALMART	21.15	Civic Center O&M
96184	8/19/2016	US BANK	VISA- WALMART	21.14	Civic Center O&M
96184	8/19/2016	US BANK	VISA- RALPHS	9.05	Civic Center O&M
96184	8/19/2016	US BANK	VISA- RITE AID	6.52	Civic Center O&M
96286	8/31/2016	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	3.52	Civic Center O&M



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96286	8/31/2016	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	2.85	Civic Center O&M
96126	8/17/2016	EMERALD COAST PLANTSCAPES, INC	PLANT MAINTENANCE- JUL 16	0.00	Civic Center O&M
96126	8/17/2016	EMERALD COAST PLANTSCAPES, INC	PLANT MAINTENANCE- JUL 16	0.00	Civic Center O&M
96126	8/17/2016	EMERALD COAST PLANTSCAPES, INC	PLANT MAINTENANCE- JUL 16	0.00	Civic Center O&M
<b>Total Amount for 37 Line Item(s) from Civic Center O&amp;M</b>				<b>\$27,550.63</b>	

## Community Development

96201	8/24/2016	DIGITAL MAP PRODUCTS	GIS SUBSCRPT/COMM VIEW	27,740.00	Community Development
96192	8/24/2016	CALABASAS CREST LTD	R.A.P.- SEP 2016	5,922.00	Community Development
96205	8/24/2016	EDGESOFT, INC.	SOFTWARE MAINTENANCE	4,000.00	Community Development
96275	8/31/2016	EDGESOFT, INC.	SOFTWARE MAINTENANCE	4,000.00	Community Development
96288	8/31/2016	M6 CONSULTING, INC.	PROFESSIONAL SERVICES	1,662.50	Community Development
96136	8/17/2016	INTERNATIONAL CODE COUNCIL INC	CODE BOOKS	1,220.43	Community Development
96288	8/31/2016	M6 CONSULTING, INC.	PROFESSIONAL SERVICES	948.75	Community Development
96288	8/31/2016	M6 CONSULTING, INC.	PROFESSIONAL SERVICES	897.18	Community Development
96136	8/17/2016	INTERNATIONAL CODE COUNCIL INC	CODE BOOKS	858.04	Community Development
96301	8/31/2016	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- OKMIT	810.00	Community Development
96184	8/19/2016	US BANK	VISA- APA CA	635.00	Community Development
96147	8/17/2016	M6 CONSULTING, INC.	PROFESSIONAL SERVICES	544.38	Community Development
96288	8/31/2016	M6 CONSULTING, INC.	PROFESSIONAL SERVICES	530.60	Community Development
96301	8/31/2016	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- OKMIT	504.00	Community Development
96208	8/24/2016	FLEYSHMAN/ALBERT//	R.A.P.- SEP 2016	201.00	Community Development
96218	8/24/2016	MEDVETSKY/LINA//	R.A.P.- SEP 2016	201.00	Community Development
96210	8/24/2016	HENDERSON/LYN//	R.A.P.- SEP 2016	201.00	Community Development
96231	8/24/2016	SHAHIR/RAHIM//	R.A.P.- SEP 2016	201.00	Community Development
96253	8/24/2016	YAZDINIAN/SUSAN//	R.A.P.- SEP 2016	201.00	Community Development
96220	8/24/2016	MILES/AUDREY//	R.A.P.- SEP 2016	201.00	Community Development
96184	8/19/2016	US BANK	VISA- LANDSEND BUSINESS	200.60	Community Development
96184	8/19/2016	US BANK	VISA- CA BUILD OFFICIALS	195.00	Community Development
96249	8/24/2016	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	169.08	Community Development
96169	8/17/2016	TAMURI/MAUREEN//	REIMB TRAVEL- SAFETY TRAINING	64.00	Community Development
96123	8/17/2016	CYBERCOPY	COPY/PRINTING SERVICE	58.21	Community Development
96123	8/17/2016	CYBERCOPY	COPY/PRINTING SERVICE	58.15	Community Development
96123	8/17/2016	CYBERCOPY	COPY/PRINTING SERVICE	50.41	Community Development
96123	8/17/2016	CYBERCOPY	COPY/PRINTING SERVICE	46.98	Community Development
96245	8/24/2016	VALLEY NEWS GROUP	LEGAL ADVERTISING	45.00	Community Development



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96123	8/17/2016	CYBERCOPY	COPY/PRINTING SERVICE	43.55	Community Development
96123	8/17/2016	CYBERCOPY	COPY/PRINTING SERVICE	41.15	Community Development
96123	8/17/2016	CYBERCOPY	COPY/PRINTING SERVICE	40.06	Community Development
96123	8/17/2016	CYBERCOPY	COPY/PRINTING SERVICE	34.34	Community Development
96123	8/17/2016	CYBERCOPY	COPY/PRINTING SERVICE	34.34	Community Development
96249	8/24/2016	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	23.74	Community Development
<b>Total Amount for 35 Line Item(s) from Community Development</b>				<b>\$52,583.49</b>	

## Community Services

96144	8/17/2016	LAS VIRGENES UNIFIED SCHOOL	JOINT USE AGREEMENT-AE WRIGHT	22,974.00	Community Services
96257	8/31/2016	AGOURA HILLS,CALABASAS COM CTR	LEGAL SERVICES	7,526.99	Community Services
96154	8/17/2016	NEW WEST SYMPHONY	PERFORMANCE- CONCERT	3,500.00	Community Services
96197	8/24/2016	COMMAND PERFORMANCE CATERING	CATERING- SAVVY SENIOR	3,178.09	Community Services
96101	8/17/2016	A RENTAL CONNECTION	EQUIPMENT RENTAL - CONCERT	2,822.47	Community Services
96234	8/24/2016	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	2,744.71	Community Services
96204	8/24/2016	DSR AUDIO	SOUND/POWER- CONCERT	2,700.00	Community Services
96204	8/24/2016	DSR AUDIO	SOUND/POWER- CONCERT	2,700.00	Community Services
96166	8/17/2016	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	2,345.30	Community Services
96234	8/24/2016	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	2,042.76	Community Services
96184	8/19/2016	US BANK	VISA- WORLD CLASS AWARDS	1,500.00	Community Services
96274	8/31/2016	DNA ELECTRIC	ELECTRICAL REPAIRS	1,489.00	Community Services
96125	8/17/2016	DNA ELECTRIC	ELECTRICAL REPAIRS	1,473.89	Community Services
96184	8/19/2016	US BANK	VISA- COSTCO	1,471.03	Community Services
96278	8/31/2016	HAYNES BUILDING SERVICES, LLC	JANITORIAL SERVICES	1,258.23	Community Services
96297	8/31/2016	SUPERIOR AWNING INC	REPLACEMENT AWNING- DE ANZA	1,219.00	Community Services
96184	8/19/2016	US BANK	VISA- ADVANCED SIGN & BANNER	735.24	Community Services
96184	8/19/2016	US BANK	VISA- COSTCO	726.99	Community Services
96162	8/17/2016	SECURAL SECURITY CORP	SECURITY- CONCERT	710.00	Community Services
96184	8/19/2016	US BANK	VISA- CALABASAS SELF STORAGE	658.00	Community Services
96184	8/19/2016	US BANK	VISA- T.O. MEAT LOCKER	615.50	Community Services
96175	8/17/2016	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- SCHL	545.76	Community Services
96263	8/31/2016	BARRY KAY ENTERPRISES, INC.	BASKETBALL T-SHIRTS	527.56	Community Services
96206	8/24/2016	ESGRO/DONNA//	RECREATION INSTRUCTOR	514.50	Community Services
96230	8/24/2016	SECURAL SECURITY CORP	PATROL CAR SERVICES- GATES/GRP	431.42	Community Services
96125	8/17/2016	DNA ELECTRIC	ELECTRICAL REPAIRS	386.93	Community Services
96184	8/19/2016	US BANK	VISA- AMAZON.COM	359.13	Community Services



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Check No.	Check Date	Vendor Name	Check Description	Amount	Department
96184	8/19/2016	US BANK	VISA- SIGNS & SHAPES	350.00	Community Services
96184	8/19/2016	US BANK	VISA- TIRE MAN	339.85	Community Services
96184	8/19/2016	US BANK	VISA- 7 ELEVEN	301.57	Community Services
96179	8/17/2016	WAXIE SANITARY SUPPLY	JANITORIAL SUPPLIES	296.07	Community Services
96184	8/19/2016	US BANK	VISA- HOME DEPOT	295.78	Community Services
96267	8/31/2016	CANON FINANCIAL SERVICES INC	CANON COPIER LEASES	267.98	Community Services
96188	8/24/2016	AT&T	TELEPHONE SERVICE	267.12	Community Services
96184	8/19/2016	US BANK	VISA- HOUZZ, INC	257.46	Community Services
96124	8/17/2016	DEPARTMENT OF JUSTICE	STAFF FINGERPRINTING APPS	256.00	Community Services
96184	8/19/2016	US BANK	VISA- STAPLES	251.33	Community Services
96186	8/24/2016	ALLEN/HARVEY//	BASKETBALL OFFICIAL	240.00	Community Services
96219	8/24/2016	MEKJIAN/HENRY//	BASKETBALL OFFICIAL	240.00	Community Services
96184	8/19/2016	US BANK	VISA- COSTCO	231.07	Community Services
96226	8/24/2016	POLLACK/HANSEL//	RECREATION INSTRUCTOR	231.00	Community Services
96235	8/24/2016	SOUTHERN CALIFORNIA GAS CO	GAS SERVICE	203.33	Community Services
96117	8/17/2016	CINTAS FIRST AID & SAFETY	FIRE EXTINGUISHER INSPECTION	191.01	Community Services
96126	8/17/2016	EMERALD COAST PLANTSCAPES, INC	PLANT MAINTENANCE- JUL 16	185.00	Community Services
96227	8/24/2016	RAMIREZ/MICHAEL//	BASKETBALL OFFICIAL	180.00	Community Services
96184	8/19/2016	US BANK	VISA- COFFEE WHOLESAL USA	175.80	Community Services
96184	8/19/2016	US BANK	VISA- HOME DEPOT	174.39	Community Services
96266	8/31/2016	CALIFORNIA PARK & RECREATION	MEMBERSHIP RENEWAL- J. RUBIN	170.00	Community Services
96286	8/31/2016	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	168.56	Community Services
96184	8/19/2016	US BANK	VISA- RESTROOM STRATEGIC	166.09	Community Services
96251	8/24/2016	WAXIE SANITARY SUPPLY	JANITORIAL SERVICES	164.16	Community Services
96221	8/24/2016	MONTGOMERY/MICHAEL//	BASKETBALL OFFICIAL	162.00	Community Services
96191	8/24/2016	BILCHIK/DANIEL//	BASKETBALL OFFICIAL	150.00	Community Services
96230	8/24/2016	SECURAL SECURITY CORP	PATROL CAR SERVICES- CIVIC CTR	145.51	Community Services
96175	8/17/2016	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- SR CTR	143.54	Community Services
96184	8/19/2016	US BANK	VISA- DIY	142.71	Community Services
96233	8/24/2016	SO CA MUNI ATHLETIC FEDERATION	CLASS INSURANCE	133.00	Community Services
96302	8/31/2016	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	132.24	Community Services
96184	8/19/2016	US BANK	VISA- BARONES PIZZERIA	127.50	Community Services
96138	8/17/2016	KARASIK/TRACIE//	RECREATION INSTRUCTOR	123.20	Community Services
96212	8/24/2016	ISRAEL/BOB//	BASKETBALL OFFICIAL	120.00	Community Services
96213	8/24/2016	KELLER/MICHAEL//	BASKETBALL OFFICIAL	120.00	Community Services
96184	8/19/2016	US BANK	VISA- GELSON'S MARKET	115.60	Community Services
96161	8/17/2016	PURE HEALTH SOLUTIONS, INC.	WATER SERVICE	113.80	Community Services



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96242	8/24/2016	TRI-CO EXTERMINATING CO.	PEST CONTROL SERVICES	100.00	Community Services
96242	8/24/2016	TRI-CO EXTERMINATING CO.	PEST CONTROL SERVICES	100.00	Community Services
96243	8/24/2016	UNITED SITE SERVICES OF CA INC	PORTABLE TOILET RENTAL	95.52	Community Services
96184	8/19/2016	US BANK	VISA- SELF FELLOWSHIP	95.00	Community Services
96184	8/19/2016	US BANK	VISA- DIRECT TV	93.63	Community Services
96185	8/24/2016	ALAN-LEE/CRAIG//	BASKETBALL OFFICIAL	90.00	Community Services
96214	8/24/2016	KOPSTEIN/STEVE//	BASKETBALL OFFICIAL	90.00	Community Services
96217	8/24/2016	LIPTON/JEREMY//	BASKETBALL OFFICIAL	90.00	Community Services
96229	8/24/2016	RICHARD/MARK//	BASKETBALL OFFICIAL	90.00	Community Services
96240	8/24/2016	TEMPLE/BRET//	BASKETBALL OFFICIAL	90.00	Community Services
96184	8/19/2016	US BANK	VISA- PARTY CITY	83.05	Community Services
96184	8/19/2016	US BANK	VISA- CA CHICKEN CAFE	75.50	Community Services
96184	8/19/2016	US BANK	VISA- SMART & FINAL	72.41	Community Services
96109	8/17/2016	AT&T	TELEPHONE SERVICE	66.73	Community Services
96184	8/19/2016	US BANK	VISA- STONEFIRE GRILL	65.03	Community Services
96184	8/19/2016	US BANK	VISA- TARGET	61.71	Community Services
96207	8/24/2016	FISHMAN/MICHAEL//	BASKETBALL OFFICIAL	60.00	Community Services
96236	8/24/2016	STEAMAN/LANCE//	BASKETBALL OFFICIAL	60.00	Community Services
96184	8/19/2016	US BANK	VISA- HOME DEPOT	59.93	Community Services
96184	8/19/2016	US BANK	VISA- WHOLESALE LIVING	58.00	Community Services
96188	8/24/2016	AT&T	TELEPHONE SERVICE	57.48	Community Services
96242	8/24/2016	TRI-CO EXTERMINATING CO.	PEST CONTROL SERVICES	55.00	Community Services
96242	8/24/2016	TRI-CO EXTERMINATING CO.	PEST CONTROL SERVICES	52.50	Community Services
96184	8/19/2016	US BANK	VISA- BIZCHAIR.COM	48.26	Community Services
96184	8/19/2016	US BANK	VISA- CATALINA PAINTS	47.09	Community Services
96184	8/19/2016	US BANK	VISA- HOLLYWOOD BOWL	45.00	Community Services
96184	8/19/2016	US BANK	VISA- CONSTANT CONTACT	45.00	Community Services
96249	8/24/2016	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	43.56	Community Services
96184	8/19/2016	US BANK	VISA- STANDARD COFFEE	35.38	Community Services
96125	8/17/2016	DNA ELECTRIC	ELECTRICAL REPAIRS	35.25	Community Services
96184	8/19/2016	US BANK	VISA- DIY	12.84	Community Services
96184	8/19/2016	US BANK	VISA- RITE AID	12.31	Community Services
96184	8/19/2016	US BANK	VISA- 99 CENTS STORE	9.79	Community Services
96184	8/19/2016	US BANK	VISA- HOME DEPOT	2.01	Community Services
96286	8/31/2016	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	1.13	Community Services
96184	8/19/2016	US BANK	VISA- COSTCO	-366.21	Community Services

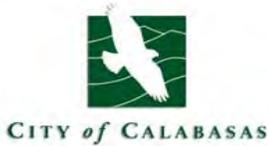


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Check No.	Check Date	Vendor Name	Check Description	Amount	Department
<b>Total Amount for 100 Line Item(s) from Community Services</b>				<b>\$76,222.07</b>	
<b>Finance</b>					
96256	8/31/2016	ADP, INC	PAYROLL PROCESSING	3,775.92	Finance
96103	8/17/2016	ADP, INC	PAYROLL PROCESSING	1,078.29	Finance
96151	8/17/2016	MUNISERVICES, LLC	SALES TAX COLLECTION FEE	109.47	Finance
96184	8/19/2016	US BANK	VISA- OFFICE DEPOT	79.68	Finance
96184	8/19/2016	US BANK	VISA- CSMFO	30.00	Finance
<b>Total Amount for 5 Line Item(s) from Finance</b>				<b>\$5,073.36</b>	
<b>Klubhouse Preschool</b>					
96184	8/19/2016	US BANK	VISA- COASTAL MEDIA GROUP	1,900.00	Klubhouse Preschool
96184	8/19/2016	US BANK	VISA- COSTCO	1,361.15	Klubhouse Preschool
96249	8/24/2016	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	709.10	Klubhouse Preschool
96184	8/19/2016	US BANK	VISA- UNDERWOOD FARMS	490.00	Klubhouse Preschool
96184	8/19/2016	US BANK	VISA- FIRE DAMAGE 6/4/16	461.41	Klubhouse Preschool
96184	8/19/2016	US BANK	VISA- TARGET	395.38	Klubhouse Preschool
96184	8/19/2016	US BANK	VISA- JAY JAY LOCK	376.44	Klubhouse Preschool
96184	8/19/2016	US BANK	VISA- SANTA BARBARA ZOO	370.00	Klubhouse Preschool
96302	8/31/2016	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	308.55	Klubhouse Preschool
96237	8/24/2016	SUPER BIRTHDAY INC	SUMMER CAMP ENTERTAINMENT	300.00	Klubhouse Preschool
96161	8/17/2016	PURE HEALTH SOLUTIONS, INC.	WATER SERVICE	265.52	Klubhouse Preschool
96184	8/19/2016	US BANK	VISA- SCOOTERS JUNGLE	233.84	Klubhouse Preschool
96184	8/19/2016	US BANK	VISA- FIRE DAMAGE 6/4/16	224.53	Klubhouse Preschool
96196	8/24/2016	CKPPG	REIMBURSE- CAMP PARKING	184.00	Klubhouse Preschool
96184	8/19/2016	US BANK	VISA- DISCOVERY CENTER	150.00	Klubhouse Preschool
96293	8/31/2016	ROSATI FARMS	MILK/YOGURT DELIVERY	146.40	Klubhouse Preschool
96293	8/31/2016	ROSATI FARMS	MILK/YOGURT DELIVERY	146.40	Klubhouse Preschool
96294	8/31/2016	SECURAL SECURITY CORP	SECURITY- BACK TO SCHOOL	127.80	Klubhouse Preschool
96255	8/24/2016	ZEBRA ENTERTAINMENT & EVENTS	KLUBHOUSE EVENTS	115.00	Klubhouse Preschool
96184	8/19/2016	US BANK	VISA- LA SPARKS	50.00	Klubhouse Preschool
96184	8/19/2016	US BANK	VISA- PETSMAST	41.86	Klubhouse Preschool
96184	8/19/2016	US BANK	VISA- UPS STORE	27.15	Klubhouse Preschool
96184	8/19/2016	US BANK	VISA- MYSTERY PIX	23.65	Klubhouse Preschool
96242	8/24/2016	TRI-CO EXTERMINATING CO.	PEST CONTROL SERVICES	22.50	Klubhouse Preschool

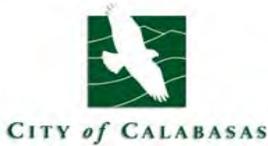


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<b>Total Amount for 24 Line Item(s) from Klubhouse Preschool</b>				<b>\$8,430.68</b>	
<b>Library</b>					
96264	8/31/2016	BIBLIOTHECA, LLC	ANNUAL MAINTENANCE	8,625.00	Library
96260	8/31/2016	AT&T	TELEPHONE SERVICE	700.59	Library
96160	8/17/2016	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- AUG 16	684.77	Library
96224	8/24/2016	OCLC, INC.	MEMBERSHIP DUES- AUG 2016	682.05	Library
96241	8/24/2016	TIME WARNER CABLE	CABLE MODEM- LIBRARY	582.90	Library
96292	8/31/2016	RECORDED BOOKS, LLC	BOOKS ON CD	460.67	Library
96111	8/17/2016	BCC	LIFE & DISABILITY INS- AUG 16	420.82	Library
96190	8/24/2016	BAKER & TAYLOR	BOOKS-LIBRARY	411.20	Library
96190	8/24/2016	BAKER & TAYLOR	BOOKS-LIBRARY	397.86	Library
96302	8/31/2016	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	377.07	Library
96190	8/24/2016	BAKER & TAYLOR	BOOKS-LIBRARY	296.59	Library
96211	8/24/2016	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	295.99	Library
96228	8/24/2016	RECORDED BOOKS, LLC	BOOKS ON CD	270.32	Library
96292	8/31/2016	RECORDED BOOKS, LLC	BOOKS ON CD	260.01	Library
96190	8/24/2016	BAKER & TAYLOR	BOOKS-LIBRARY	251.16	Library
96126	8/17/2016	EMERALD COAST PLANTSCAPES, INC	PLANT MAINTENANCE- JUL 16	250.00	Library
96281	8/31/2016	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	218.70	Library
96190	8/24/2016	BAKER & TAYLOR	BOOKS-LIBRARY	208.94	Library
96211	8/24/2016	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	201.22	Library
96184	8/19/2016	US BANK	VISA- ALA	175.00	Library
96289	8/31/2016	MIDWEST TAPE	DVD'S-LIBRARY	160.32	Library
96190	8/24/2016	BAKER & TAYLOR	BOOKS-LIBRARY	115.94	Library
96184	8/19/2016	US BANK	VISA- AMAZON.COM	84.80	Library
96184	8/19/2016	US BANK	VISA- CONTAINER STORE	83.08	Library
96184	8/19/2016	US BANK	VISA- COSTCO	77.99	Library
96228	8/24/2016	RECORDED BOOKS, LLC	E- AUDIO BOOKS	75.18	Library
96302	8/31/2016	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	74.63	Library
96302	8/31/2016	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	74.29	Library
96281	8/31/2016	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	65.28	Library
96281	8/31/2016	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	64.18	Library
96281	8/31/2016	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	61.07	Library
96190	8/24/2016	BAKER & TAYLOR	BOOKS-LIBRARY	46.96	Library
96281	8/31/2016	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	46.52	Library



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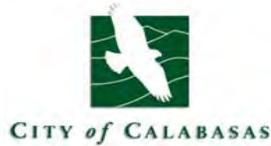
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96184	8/19/2016	US BANK	VISA- EVIL MAD SCIENTIST	46.24	Library
96281	8/31/2016	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	41.73	Library
96268	8/31/2016	CANON SOLUTIONS AMERICA, INC	COPIER SVC PROGRAM- FTG80700	38.10	Library
96190	8/24/2016	BAKER & TAYLOR	BOOKS-LIBRARY	28.67	Library
96228	8/24/2016	RECORDED BOOKS, LLC	E- AUDIO BOOKS	23.05	Library
96262	8/31/2016	BAKER & TAYLOR	BOOKS-LIBRARY	21.63	Library
96281	8/31/2016	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	21.56	Library
96190	8/24/2016	BAKER & TAYLOR	BOOKS-LIBRARY	14.65	Library
96262	8/31/2016	BAKER & TAYLOR	BOOKS-LIBRARY	13.05	Library
96281	8/31/2016	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	12.60	Library
96211	8/24/2016	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	12.18	Library
96184	8/19/2016	US BANK	VISA- RITE AID	4.89	Library
96184	8/19/2016	US BANK	VISA- RALPHS	4.36	Library
96228	8/24/2016	RECORDED BOOKS, LLC	E- AUDIO BOOKS	-230.21	Library
<b>Total Amount for 47 Line Item(s) from Library</b>				<b>\$16,853.60</b>	

**LMD #22**

96143	8/17/2016	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	19,567.04	LMD #22
96175	8/17/2016	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	12,534.21	LMD #22
96175	8/17/2016	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	11,891.82	LMD #22
96143	8/17/2016	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	10,571.55	LMD #22
96143	8/17/2016	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	10,497.36	LMD #22
96175	8/17/2016	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	8,845.06	LMD #22
96143	8/17/2016	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	7,840.96	LMD #22
96216	8/24/2016	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	7,366.57	LMD #22
96216	8/24/2016	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	7,023.12	LMD #22
96247	8/24/2016	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	6,875.00	LMD #22
96175	8/17/2016	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	5,900.43	LMD #22
96110	8/17/2016	AZTECA LANDSCAPE	LANDSCAPE MAINTENANCE	5,478.76	LMD #22
96143	8/17/2016	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	5,302.86	LMD #22
96175	8/17/2016	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	4,851.71	LMD #22
96175	8/17/2016	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	4,590.39	LMD #22
96175	8/17/2016	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	3,963.97	LMD #22
96143	8/17/2016	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	3,919.29	LMD #22
96247	8/24/2016	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	3,808.81	LMD #22
96175	8/17/2016	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	3,739.00	LMD #22



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96175	8/17/2016	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	2,944.05	LMD #22
96175	8/17/2016	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	2,661.50	LMD #22
96175	8/17/2016	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	2,257.74	LMD #22
96143	8/17/2016	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	2,135.94	LMD #22
96143	8/17/2016	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	1,881.27	LMD #22
96247	8/24/2016	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	1,852.22	LMD #22
96216	8/24/2016	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	1,685.54	LMD #22
96143	8/17/2016	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	1,561.37	LMD #22
96247	8/24/2016	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	1,550.00	LMD #22
96175	8/17/2016	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	1,233.85	LMD #22
96247	8/24/2016	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	1,181.25	LMD #22
96143	8/17/2016	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	1,154.68	LMD #22
96247	8/24/2016	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	930.74	LMD #22
96247	8/24/2016	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	550.00	LMD #22
96295	8/31/2016	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	499.99	LMD #22
96295	8/31/2016	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	425.07	LMD #22
96247	8/24/2016	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	392.77	LMD #22
96143	8/17/2016	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	360.73	LMD #22
96234	8/24/2016	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	304.43	LMD #22
96107	8/17/2016	ANDERSONPENNA PARTNERS, INC.	ANNUAL LMD REFORMATION	303.23	LMD #22
96166	8/17/2016	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	300.75	LMD #22
96107	8/17/2016	ANDERSONPENNA PARTNERS, INC.	ANNUAL LMD REFORMATION	266.27	LMD #22
96107	8/17/2016	ANDERSONPENNA PARTNERS, INC.	ANNUAL LMD REFORMATION	248.88	LMD #22
96295	8/31/2016	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	233.46	LMD #22
96107	8/17/2016	ANDERSONPENNA PARTNERS, INC.	ANNUAL LMD REFORMATION	230.95	LMD #22
96247	8/24/2016	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	170.68	LMD #22
96247	8/24/2016	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	146.55	LMD #22
96107	8/17/2016	ANDERSONPENNA PARTNERS, INC.	ANNUAL LMD REFORMATION	145.64	LMD #22
96143	8/17/2016	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	140.44	LMD #22
96247	8/24/2016	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	139.86	LMD #22
96166	8/17/2016	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	134.69	LMD #22
96247	8/24/2016	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	119.75	LMD #22
96160	8/17/2016	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- AUG 16	114.80	LMD #22
96234	8/24/2016	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	108.88	LMD #22
96107	8/17/2016	ANDERSONPENNA PARTNERS, INC.	ANNUAL LMD REFORMATION	102.71	LMD #22
96175	8/17/2016	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	92.20	LMD #22
96107	8/17/2016	ANDERSONPENNA PARTNERS, INC.	ANNUAL LMD REFORMATION	86.95	LMD #22



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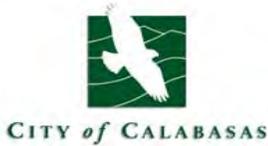
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96247	8/24/2016	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	86.31	LMD #22
96234	8/24/2016	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	77.26	LMD #22
96111	8/17/2016	BCC	LIFE & DISABILITY INS- AUG 16	74.14	LMD #22
96234	8/24/2016	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	70.47	LMD #22
96107	8/17/2016	ANDERSONPENNA PARTNERS, INC.	ANNUAL LMD REFORMATION	65.21	LMD #22
96107	8/17/2016	ANDERSONPENNA PARTNERS, INC.	ANNUAL LMD REFORMATION	60.32	LMD #22
96107	8/17/2016	ANDERSONPENNA PARTNERS, INC.	ANNUAL LMD REFORMATION	48.37	LMD #22
96234	8/24/2016	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	46.64	LMD #22
96107	8/17/2016	ANDERSONPENNA PARTNERS, INC.	ANNUAL LMD REFORMATION	35.87	LMD #22
96295	8/31/2016	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	23.51	LMD #22
96107	8/17/2016	ANDERSONPENNA PARTNERS, INC.	ANNUAL LMD REFORMATION	20.11	LMD #22
96107	8/17/2016	ANDERSONPENNA PARTNERS, INC.	ANNUAL LMD REFORMATION	18.48	LMD #22
96107	8/17/2016	ANDERSONPENNA PARTNERS, INC.	ANNUAL LMD REFORMATION	9.24	LMD #22
<b>Total Amount for 69 Line Item(s) from LMD #22</b>				<b>\$173,853.67</b>	

## LMD #24

96143	8/17/2016	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	5,909.76	LMD #24
96174	8/17/2016	VANDERGEEST LANDSCAPE CARE INC	LANDSCAPE MAINTENANCE	4,869.43	LMD #24
96246	8/24/2016	VANDERGEEST LANDSCAPE CARE INC	LANDSCAPE MAINTENANCE	4,110.00	LMD #24
96246	8/24/2016	VANDERGEEST LANDSCAPE CARE INC	LANDSCAPE MAINTENANCE	1,018.00	LMD #24
96107	8/17/2016	ANDERSONPENNA PARTNERS, INC.	ANNUAL LMD REFORMATION	509.74	LMD #24
96246	8/24/2016	VANDERGEEST LANDSCAPE CARE INC	LANDSCAPE MAINTENANCE	450.00	LMD #24
96246	8/24/2016	VANDERGEEST LANDSCAPE CARE INC	LANDSCAPE MAINTENANCE	425.00	LMD #24
96174	8/17/2016	VANDERGEEST LANDSCAPE CARE INC	LANDSCAPE MAINTENANCE	400.00	LMD #24
96246	8/24/2016	VANDERGEEST LANDSCAPE CARE INC	LANDSCAPE MAINTENANCE	300.00	LMD #24
96234	8/24/2016	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	182.37	LMD #24
96160	8/17/2016	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- AUG 16	8.20	LMD #24
96111	8/17/2016	BCC	LIFE & DISABILITY INS- AUG 16	5.30	LMD #24
<b>Total Amount for 12 Line Item(s) from LMD #24</b>				<b>\$18,187.80</b>	

## LMD #27

96150	8/17/2016	MONT CALABASAS ASSOCIATION	LANDSCAPE MAINTENANCE	15,730.00	LMD #27
96174	8/17/2016	VANDERGEEST LANDSCAPE CARE INC	LANDSCAPE MAINTENANCE	1,115.76	LMD #27
96107	8/17/2016	ANDERSONPENNA PARTNERS, INC.	ANNUAL LMD REFORMATION	227.70	LMD #27
96295	8/31/2016	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	25.36	LMD #27



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96160	8/17/2016	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- AUG 16	2.05	LMD #27
96111	8/17/2016	BCC	LIFE & DISABILITY INS- AUG 16	1.32	LMD #27
<b>Total Amount for 6 Line Item(s) from LMD #27</b>				<b>\$17,102.19</b>	
<b><u>LMD #32</u></b>					
96143	8/17/2016	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	4,105.80	LMD #32
96174	8/17/2016	VANDERGEEST LANDSCAPE CARE INC	LANDSCAPE MAINTENANCE	1,844.73	LMD #32
96295	8/31/2016	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	25.28	LMD #32
96166	8/17/2016	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	24.30	LMD #32
96107	8/17/2016	ANDERSONPENNA PARTNERS, INC.	ANNUAL LMD REFORMATION	10.33	LMD #32
96160	8/17/2016	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- AUG 16	2.05	LMD #32
96111	8/17/2016	BCC	LIFE & DISABILITY INS- AUG 16	1.32	LMD #32
<b>Total Amount for 7 Line Item(s) from LMD #32</b>				<b>\$6,013.81</b>	
<b><u>LMD 22 - Common Benefit Area</u></b>					
96143	8/17/2016	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	15,168.26	LMD 22 - Common Benefit Area
96216	8/24/2016	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	15,116.47	LMD 22 - Common Benefit Area
96175	8/17/2016	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	9,590.07	LMD 22 - Common Benefit Area
96175	8/17/2016	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	5,687.89	LMD 22 - Common Benefit Area
96143	8/17/2016	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	3,869.06	LMD 22 - Common Benefit Area
96143	8/17/2016	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	3,360.61	LMD 22 - Common Benefit Area
96175	8/17/2016	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	3,073.86	LMD 22 - Common Benefit Area
96175	8/17/2016	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	2,412.97	LMD 22 - Common Benefit Area
96175	8/17/2016	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	2,275.00	LMD 22 - Common Benefit Area
96175	8/17/2016	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	1,866.52	LMD 22 - Common Benefit Area
96295	8/31/2016	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	1,663.00	LMD 22 - Common Benefit Area
96143	8/17/2016	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	1,438.11	LMD 22 - Common Benefit Area
96247	8/24/2016	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	969.93	LMD 22 - Common Benefit Area
96244	8/24/2016	VALLEY CREST TREE COMPANY	LANDSCAPE MAINTENANCE	900.00	LMD 22 - Common Benefit Area
96175	8/17/2016	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	694.01	LMD 22 - Common Benefit Area
96247	8/24/2016	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	516.23	LMD 22 - Common Benefit Area
96295	8/31/2016	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	387.19	LMD 22 - Common Benefit Area
96247	8/24/2016	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	282.70	LMD 22 - Common Benefit Area
96160	8/17/2016	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- AUG 16	233.50	LMD 22 - Common Benefit Area
96247	8/24/2016	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	168.21	LMD 22 - Common Benefit Area



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96202	8/24/2016	DNA ELECTRIC	ELECTRICAL REPAIRS	160.00	LMD 22 - Common Benefit Area
96247	8/24/2016	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	156.00	LMD 22 - Common Benefit Area
96234	8/24/2016	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	153.63	LMD 22 - Common Benefit Area
96111	8/17/2016	BCC	LIFE & DISABILITY INS- AUG 16	86.02	LMD 22 - Common Benefit Area
96234	8/24/2016	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	48.97	LMD 22 - Common Benefit Area
96247	8/24/2016	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	34.45	LMD 22 - Common Benefit Area
<b>Total Amount for 26 Line Item(s) from LMD 22 - Common Benefit Area</b>				<b>\$70,312.66</b>	

## Media Operations

96135	8/17/2016	INSIGHT PUBLIC SECTOR	COMPUTER SOFTWARE	11,793.90	Media Operations
96164	8/17/2016	SOLID WASTE SOLUTIONS, INC	FILM PERMITS/SERVICES	5,825.00	Media Operations
96184	8/19/2016	US BANK	VISA- B&H PHOTO	2,649.97	Media Operations
96248	8/24/2016	VERIZON WIRELESS	TELEPHONE SERVICE	2,424.51	Media Operations
96108	8/17/2016	AT&T	TELEPHONE SERVICE	2,131.43	Media Operations
96184	8/19/2016	US BANK	VISA- AMAZON.COM	1,771.78	Media Operations
96156	8/17/2016	NICKERSON/LAURA//	CTV HOST SERVICES	1,000.00	Media Operations
96184	8/19/2016	US BANK	VISA- LOGMEIN.COM	770.70	Media Operations
96152	8/17/2016	NATIONAL CAPTIONING INSTITUTE	CLOSED CAPTIONING SVCS	630.00	Media Operations
96282	8/31/2016	KEY INFORMATION SYSTEMS, INC.	T-1 LINE MONTHLY FEE	578.77	Media Operations
96148	8/17/2016	MEGAPATH CLOUD COMPANY	DSL SERVICE	443.65	Media Operations
96184	8/19/2016	US BANK	VISA- EXECUTIVE EVENTS	425.00	Media Operations
96298	8/31/2016	TIME WARNER CABLE	CABLE MODEM- CITY HALL	391.41	Media Operations
96298	8/31/2016	TIME WARNER CABLE	CABLE MODEM- CITY HALL	375.00	Media Operations
96184	8/19/2016	US BANK	VISA- SMART SOUND	248.95	Media Operations
96184	8/19/2016	US BANK	VISA- PIXEL FILM STUDIO	193.60	Media Operations
96184	8/19/2016	US BANK	VISA- WE TRANSFER AMSTERDAM	120.00	Media Operations
96172	8/17/2016	TRIBUNE MEDIA SERVICES, LLC	CTV GUIDE LISTING	94.06	Media Operations
96302	8/31/2016	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	81.36	Media Operations
96102	8/17/2016	ACORN NEWSPAPER	CTV ADVERTISING	60.00	Media Operations
96102	8/17/2016	ACORN NEWSPAPER	CTV ADVERTISING	60.00	Media Operations
96102	8/17/2016	ACORN NEWSPAPER	CTV ADVERTISING	60.00	Media Operations
96102	8/17/2016	ACORN NEWSPAPER	CTV ADVERTISING	60.00	Media Operations
96184	8/19/2016	US BANK	VISA- GOTOMYPC.COM	50.85	Media Operations
96184	8/19/2016	US BANK	VISA- ADOBE CLOUD	49.99	Media Operations
96261	8/31/2016	AT&T MOBILITY	TELEPHONE SERVICE	46.66	Media Operations



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<b>Total Amount for 26 Line Item(s) from Media Operations</b>				<b>\$32,336.59</b>	
<b><u>Non-Departmental</u></b>					
96184	8/19/2016	US BANK	VISA- FIRE DAMAGE 6/4/16	6,846.90	Non-Departmental
96184	8/19/2016	US BANK	VISA- FIRE DAMAGE 6/4/16	4,193.31	Non-Departmental
96230	8/24/2016	SECURAL SECURITY CORP	PARKING ENFORCEMENT	2,850.43	Non-Departmental
96153	8/17/2016	NEOFUNDS BY NEOPOST	POSTAGE	2,000.00	Non-Departmental
96193	8/24/2016	CANON SOLUTIONS AMERICA, INC	COPIER SVC PROGRAM- JME16861	1,945.53	Non-Departmental
96184	8/19/2016	US BANK	VISA- UNCLE BOB'S SELF STORAGE	1,940.00	Non-Departmental
96137	8/17/2016	IRON MOUNTAIN	STORAGE SERVICES	1,756.49	Non-Departmental
96267	8/31/2016	CANON FINANCIAL SERVICES INC	CANON COPIER LEASES	1,396.03	Non-Departmental
96113	8/17/2016	CANON FINANCIAL SERVICES INC	CANON COPIER LEASES	1,364.86	Non-Departmental
96184	8/19/2016	US BANK	VISA- FIRE DAMAGE 6/4/16	727.59	Non-Departmental
96184	8/19/2016	US BANK	VISA- COSTCO	701.97	Non-Departmental
96291	8/31/2016	READYREFRESH BY NESTLE	WATER SERVICE	385.46	Non-Departmental
96184	8/19/2016	US BANK	VISA- COSTCO	321.17	Non-Departmental
96184	8/19/2016	US BANK	VISA- COFFEE WHOLESALE USA	291.71	Non-Departmental
96249	8/24/2016	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	217.91	Non-Departmental
96184	8/19/2016	US BANK	VISA- FIRE DAMAGE 6/4/16	206.01	Non-Departmental
96184	8/19/2016	US BANK	VISA- COFFEE WHOLESALE USA	151.75	Non-Departmental
96249	8/24/2016	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	107.33	Non-Departmental
96273	8/31/2016	CR PRINT	BUSINESS CARDS	100.01	Non-Departmental
96193	8/24/2016	CANON SOLUTIONS AMERICA, INC	COPIER SVC PROGRAM- KZT02095	61.10	Non-Departmental
96193	8/24/2016	CANON SOLUTIONS AMERICA, INC	COPIER SVC PROGRAM- NMC09173	23.55	Non-Departmental
96268	8/31/2016	CANON SOLUTIONS AMERICA, INC	COPIER SVC PROGRAM- GPQ10817	5.12	Non-Departmental
<b>Total Amount for 22 Line Item(s) from Non-Departmental</b>				<b>\$27,594.23</b>	
<b><u>Payroll</u></b>					
96160	8/17/2016	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- AUG 16	7,975.62	Payroll
96111	8/17/2016	BCC	LIFE & DISABILITY INS- AUG 16	4,356.41	Payroll
96290	8/31/2016	P&A ADMINISTRATIVE SVCS INC	FSA MONTHLY ADMIN FEE- SEP 16	72.00	Payroll
<b>Total Amount for 3 Line Item(s) from Payroll</b>				<b>\$12,404.03</b>	

**Police / Fire / Safety**



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96215	8/24/2016	L.A. CO. SHERIFF'S DEPT.	SHERIFF SVCS- JUL 2016	358,335.25	Police / Fire / Safety
96215	8/24/2016	L.A. CO. SHERIFF'S DEPT.	SHERIFF SVCS- JUL 2016	8,333.39	Police / Fire / Safety
96284	8/31/2016	L.A. CO. DEPT. OF ANIMAL CARE	ANIMAL HOUSING SVCS- JUL 2016	568.54	Police / Fire / Safety
96285	8/31/2016	L.A. CO. SHERIFF'S DEPT.	SHERIFF SVCS- PARK EST	258.04	Police / Fire / Safety
96285	8/31/2016	L.A. CO. SHERIFF'S DEPT.	SHERIFF SVCS- THE OAKS	172.02	Police / Fire / Safety
<b>Total Amount for 5 Line Item(s) from Police / Fire / Safety</b>				<b>\$367,667.24</b>	
<b><u>Public Safety &amp; Emergency Preparedness</u></b>					
96184	8/19/2016	US BANK	VISA- CORNER BAKERY	104.30	Public Safety & Emergency Preparedness
96184	8/19/2016	US BANK	VISA- SHELL OIL	66.11	Public Safety & Emergency Preparedness
<b>Total Amount for 2 Line Item(s) from Public Safety &amp; Emergency Preparedness</b>				<b>\$170.41</b>	
<b><u>Public Works</u></b>					
96247	8/24/2016	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- PARKS	15,765.14	Public Works
96203	8/24/2016	DOWNSTREAM SVCS, INC.	CDS UNIT MAINTENANCE	8,930.00	Public Works
96276	8/31/2016	G.I. INDUSTRIES	OIL RECYCLING PRG FY 15/16	8,503.86	Public Works
96174	8/17/2016	VANDERGEEST LANDSCAPE CARE INC	LANDSCAPE MAINTENANCE	7,486.61	Public Works
96118	8/17/2016	CLEANSTREET INC	MONTHLY SVC - STREET SWEEPING	7,108.84	Public Works
96143	8/17/2016	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	6,304.55	Public Works
96143	8/17/2016	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	6,243.42	Public Works
96246	8/24/2016	VANDERGEEST LANDSCAPE CARE INC	LANDSCAPE MAINTENANCE	5,372.00	Public Works
96184	8/19/2016	US BANK	VISA- BARCO PRODUCTS	4,797.10	Public Works
96216	8/24/2016	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	4,308.06	Public Works
96216	8/24/2016	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	3,665.95	Public Works
96155	8/17/2016	NEWBURY PARK TREE SERVICE INC	TREE TRIMMING/REMOVAL SVCS	2,980.00	Public Works
96216	8/24/2016	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	2,977.65	Public Works
96147	8/17/2016	M6 CONSULTING, INC.	ENGINEERING SERVICES	2,640.00	Public Works
96174	8/17/2016	VANDERGEEST LANDSCAPE CARE INC	LANDSCAPE MAINTENANCE	2,381.42	Public Works
96246	8/24/2016	VANDERGEEST LANDSCAPE CARE INC	LANDSCAPE MAINTENANCE	1,305.00	Public Works
96304	8/31/2016	WILLDAN ASSOCIATES INC.	CHECK TRACT NO	1,084.90	Public Works
96132	8/17/2016	GATEWAY CITIES	TMDL MONITORING	863.20	Public Works
96246	8/24/2016	VANDERGEEST LANDSCAPE CARE INC	LANDSCAPE MAINTENANCE	840.00	Public Works
96304	8/31/2016	WILLDAN ASSOCIATES INC.	PUBLIC WORKS SERVICES	780.00	Public Works
96131	8/17/2016	GORGIN/KLAYMOND//	CONSULTING SERVICES	704.00	Public Works
96277	8/31/2016	GORGIN/KLAYMOND//	CONSULTING SERVICES	704.00	Public Works



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96155	8/17/2016	NEWBURY PARK TREE SERVICE INC	TREE TRIMMING/REMOVAL SVCS	675.00	Public Works
96146	8/17/2016	LEMUS/ALBA//	CONSULTING SERVICES	616.00	Public Works
96146	8/17/2016	LEMUS/ALBA//	CONSULTING SERVICES	616.00	Public Works
96287	8/31/2016	LEMUS/ALBA//	CONSULTING SERVICES	616.00	Public Works
96287	8/31/2016	LEMUS/ALBA//	CONSULTING SERVICES	616.00	Public Works
96116	8/17/2016	CHAO/STEFFI YI-CHIAO//	CONSULTING SERVICES	560.00	Public Works
96195	8/24/2016	CHAO/STEFFI YI-CHIAO//	CONSULTING SERVICES	560.00	Public Works
96269	8/31/2016	CHAO/STEFFI YI-CHIAO//	CONSULTING SERVICES	560.00	Public Works
96223	8/24/2016	NEWBURY PARK TREE SERVICE INC	TREE TRIMMING/REMOVAL SVCS	530.00	Public Works
96246	8/24/2016	VANDERGEEST LANDSCAPE CARE INC	LANDSCAPE MAINTENANCE	448.00	Public Works
96155	8/17/2016	NEWBURY PARK TREE SERVICE INC	TREE TRIMMING/REMOVAL SVCS	395.00	Public Works
96175	8/17/2016	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- PARKS	367.44	Public Works
96246	8/24/2016	VANDERGEEST LANDSCAPE CARE INC	LANDSCAPE MAINTENANCE	300.00	Public Works
96246	8/24/2016	VANDERGEEST LANDSCAPE CARE INC	LANDSCAPE MAINTENANCE	300.00	Public Works
96102	8/17/2016	ACORN NEWSPAPER	RECYCLING ADVERTISING	273.21	Public Works
96102	8/17/2016	ACORN NEWSPAPER	RECYCLING ADVERTISING	273.21	Public Works
96105	8/17/2016	AMERICAN RENT ALL	RENTAL EQUIP- RIBBON CUTTING	271.49	Public Works
96223	8/24/2016	NEWBURY PARK TREE SERVICE INC	TREE TRIMMING/REMOVAL SVCS	245.00	Public Works
96166	8/17/2016	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	224.83	Public Works
96295	8/31/2016	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	185.22	Public Works
96247	8/24/2016	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- PARKS	167.05	Public Works
96184	8/19/2016	US BANK	VISA- ARBOR CULTURE	145.00	Public Works
96200	8/24/2016	CYBERCOPY	COPY/PRINTING SERVICE	132.71	Public Works
96184	8/19/2016	US BANK	VISA- HOME DEPOT	131.43	Public Works
96174	8/17/2016	VANDERGEEST LANDSCAPE CARE INC	LANDSCAPE MAINTENANCE	125.00	Public Works
96184	8/19/2016	US BANK	VISA- LANDSEND BUSINESS	103.47	Public Works
96247	8/24/2016	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- PARKS	68.00	Public Works
96184	8/19/2016	US BANK	VISA- DIY	55.06	Public Works
96173	8/17/2016	UNDERGROUND SERVICE ALERT	MONTHLY MEMBERSHIP FEE	51.00	Public Works
96122	8/17/2016	COUNTY SANITATION DISTRICT	REFUSE FEES- JUL 2016	45.50	Public Works
96248	8/24/2016	VERIZON WIRELESS	TELEPHONE SERVICE	38.01	Public Works
96302	8/31/2016	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	28.29	Public Works
96184	8/19/2016	US BANK	VISA- DIY	19.59	Public Works
<b>Total Amount for 55 Line Item(s) from Public Works</b>				<b>\$105,488.21</b>	

**Recoverable / Refund / Liability**



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96232	8/24/2016	SHEPPHIRD/WILL//	REFUND BUILDING PERMITS	2,940.75	Recoverable / Refund / Liability
96119	8/17/2016	COHEN/SPARKY//	EMPLOYEE COMPUTER LOAN	2,741.66	Recoverable / Refund / Liability
96158	8/17/2016	P&A ADMINISTRATIVE SVCS INC	FSA-MED/DEP CARE REIMBURSEMENT	436.80	Recoverable / Refund / Liability
96158	8/17/2016	P&A ADMINISTRATIVE SVCS INC	FSA-MED/DEP CARE REIMBURSEMENT	180.00	Recoverable / Refund / Liability
96168	8/17/2016	STATE DISBURSMENT	WAGE GARNISHMENT- 8/5/16	46.15	Recoverable / Refund / Liability
96296	8/31/2016	STATE DISBURSMENT	WAGE GARNISHMENT- 8/19/16	46.15	Recoverable / Refund / Liability
96184	8/19/2016	US BANK	VISA- A SWEET DESIGN	-48.00	Recoverable / Refund / Liability
96127	8/17/2016	EXCEL PAVING COMPANY	LAS VIRGENES ROAD PROJ	-35,716.94	Recoverable / Refund / Liability
<b>Total Amount for 8 Line Item(s) from Recoverable / Refund / Liability</b>				<b>\$-29,373.43</b>	

## Senior Center Construction

96239	8/24/2016	TD SPORTS INC	PUTTING GREEN- BALANCE	5,000.00	Senior Center Construction
96274	8/31/2016	DNA ELECTRIC	ELECTRICAL REPAIRS	810.00	Senior Center Construction
96187	8/24/2016	AMTECH ELEVATOR SERVICES	ELEVATOR SERVICES	502.50	Senior Center Construction
<b>Total Amount for 3 Line Item(s) from Senior Center Construction</b>				<b>\$6,312.50</b>	

## Tennis & Swim Center

96247	8/24/2016	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- T&SC	3,687.38	Tennis & Swim Center
96159	8/17/2016	PEAK ADVENTURES	RECREATION INSTRUCTOR	3,111.50	Tennis & Swim Center
96216	8/24/2016	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	2,256.22	Tennis & Swim Center
96234	8/24/2016	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	1,947.14	Tennis & Swim Center
96189	8/24/2016	ATMOSPHERE EVENTS & CATERING	SOCIAL EXPENSE- PANCAKE BF	1,801.00	Tennis & Swim Center
96170	8/17/2016	TIME WARNER CABLE	CABLE MODEM/HDTV- T&SC	1,684.43	Tennis & Swim Center
96130	8/17/2016	GARBA ONADJA ENTERPRISES, LLC	RECREATION INSTRUCTOR	1,655.00	Tennis & Swim Center
96159	8/17/2016	PEAK ADVENTURES	RECREATION INSTRUCTOR	1,600.20	Tennis & Swim Center
96184	8/19/2016	US BANK	VISA- GRAINGER	1,508.27	Tennis & Swim Center
96167	8/17/2016	SPORTS PLUS DAY CAMP	RECREATION INSTRUCTOR	1,500.80	Tennis & Swim Center
96115	8/17/2016	CASCIONE/GAYLENE//	RECREATION INSTRUCTOR	1,148.88	Tennis & Swim Center
96189	8/24/2016	ATMOSPHERE EVENTS & CATERING	SOCIAL EXPENSE- CAMPOUT	1,125.00	Tennis & Swim Center
96171	8/17/2016	TOP SEED TENNIS ACADEMY, INC.	RECREATION INSTRUCTOR	1,114.67	Tennis & Swim Center
96184	8/19/2016	US BANK	VISA- SUPER A CLEANERS	950.00	Tennis & Swim Center
96184	8/19/2016	US BANK	VISA- SUPER A CLEANERS	950.00	Tennis & Swim Center
96184	8/19/2016	US BANK	VISA- NATIONAL GYM SUPPLY	772.75	Tennis & Swim Center
96184	8/19/2016	US BANK	VISA- PYRAMID PIPE & SUPPLY	717.62	Tennis & Swim Center
96143	8/17/2016	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	713.82	Tennis & Swim Center

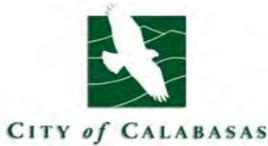


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96114	8/17/2016	CASAS ORAMAS/JORGE//	FITNESS EQUIPMENT REPAIRS	600.00	Tennis & Swim Center
96182	8/17/2016	ZACHARATOS/GERASSIMOS T//	RECREATION INSTRUCTOR	590.72	Tennis & Swim Center
96180	8/17/2016	WELTER/FRANCES//	RECREATION INSTRUCTOR	514.50	Tennis & Swim Center
96184	8/19/2016	US BANK	VISA- HOME DEPOT	510.51	Tennis & Swim Center
96176	8/17/2016	VIEWPOINT EDUCATIONAL	POOL RENTAL	506.25	Tennis & Swim Center
96184	8/19/2016	US BANK	VISA- PICKLEBALL	490.89	Tennis & Swim Center
96235	8/24/2016	SOUTHERN CALIFORNIA GAS CO	GAS SERVICE	490.31	Tennis & Swim Center
96184	8/19/2016	US BANK	VISA- SMART & FINAL	471.32	Tennis & Swim Center
96198	8/24/2016	COMMERCIAL AQUATIC SVCS INC	POOL SERVICE/REPAIR	454.13	Tennis & Swim Center
96101	8/17/2016	A RENTAL CONNECTION	EQUIPMENT RENTAL - CAMPOUT	448.67	Tennis & Swim Center
96184	8/19/2016	US BANK	VISA- HOME DEPOT	381.47	Tennis & Swim Center
96121	8/17/2016	COMMERCIAL AQUATIC SVCS INC	POOL SERVICE/REPAIR	378.99	Tennis & Swim Center
96114	8/17/2016	CASAS ORAMAS/JORGE//	FITNESS EQUIPMENT REPAIRS	363.70	Tennis & Swim Center
96250	8/24/2016	WATERLINE TECHNOLOGIES INC	POOL CHEMICALS	347.36	Tennis & Swim Center
96184	8/19/2016	US BANK	VISA- SMART & FINAL	346.70	Tennis & Swim Center
96184	8/19/2016	US BANK	VISA- HOME DEPOT	346.62	Tennis & Swim Center
96230	8/24/2016	SECURAL SECURITY CORP	SECURITY- CAMPOUT	340.80	Tennis & Swim Center
96181	8/17/2016	YEEOPP/BETTY//	RECREATION INSTRUCTOR	330.84	Tennis & Swim Center
96125	8/17/2016	DNA ELECTRIC	ELECTRICAL REPAIRS	304.00	Tennis & Swim Center
96184	8/19/2016	US BANK	VISA- ARC SERVICES	300.00	Tennis & Swim Center
96160	8/17/2016	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- AUG 16	268.20	Tennis & Swim Center
96194	8/24/2016	CASCIONE/GAYLENE//	RECREATION INSTRUCTOR	257.32	Tennis & Swim Center
96184	8/19/2016	US BANK	VISA- MALIBU SURF SHACK	250.70	Tennis & Swim Center
96184	8/19/2016	US BANK	VISA- SUPER A CLEANERS	250.00	Tennis & Swim Center
96250	8/24/2016	WATERLINE TECHNOLOGIES INC	POOL CHEMICALS	248.23	Tennis & Swim Center
96178	8/17/2016	WATERLINE TECHNOLOGIES INC	POOL CHEMICALS	244.06	Tennis & Swim Center
96184	8/19/2016	US BANK	VISA- GENERAL GLASS	239.00	Tennis & Swim Center
96189	8/24/2016	ATMOSPHERE EVENTS & CATERING	SOCIAL EXPENSE- JR LIFEGUARD	230.00	Tennis & Swim Center
96299	8/31/2016	TRI-CO EXTERMINATING CO.	PEST CONTROL SERVICES	230.00	Tennis & Swim Center
96184	8/19/2016	US BANK	VISA- MICHAELS	224.95	Tennis & Swim Center
96184	8/19/2016	US BANK	VISA- PATTERSON MEDICAL	223.29	Tennis & Swim Center
96254	8/24/2016	YEEOPP/BETTY//	RECREATION INSTRUCTOR	220.56	Tennis & Swim Center
96184	8/19/2016	US BANK	VISA- ARC SERVICES	216.00	Tennis & Swim Center
96258	8/31/2016	AMAZING ATHLETES	RECREATION INSTRUCTOR	189.00	Tennis & Swim Center
96157	8/17/2016	OFFICE DEPOT	OFFICE SUPPLIES	180.92	Tennis & Swim Center
96133	8/17/2016	ICE MACHINE SALES & SERVICE CO	ICE MACHINE SERVICE	176.00	Tennis & Swim Center
96184	8/19/2016	US BANK	VISA- PARTY CITY	152.76	Tennis & Swim Center



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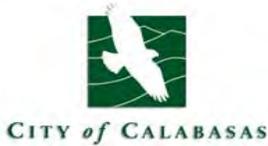
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96184	8/19/2016	US BANK	VISA- ADOLPH KIEFER	149.50	Tennis & Swim Center
96111	8/17/2016	BCC	LIFE & DISABILITY INS- AUG 16	137.64	Tennis & Swim Center
96160	8/17/2016	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- AUG 16	136.51	Tennis & Swim Center
96184	8/19/2016	US BANK	VISA- ELKAY SALES	136.25	Tennis & Swim Center
96184	8/19/2016	US BANK	VISA- RALPHS	131.61	Tennis & Swim Center
96184	8/19/2016	US BANK	VISA- PATTERSON MEDICAL	130.94	Tennis & Swim Center
96184	8/19/2016	US BANK	VISA- SUPER A CLEANERS	130.00	Tennis & Swim Center
96184	8/19/2016	US BANK	VISA- RALPHS	125.85	Tennis & Swim Center
96184	8/19/2016	US BANK	VISA- PRO BOXING SUPPLIES	114.45	Tennis & Swim Center
96184	8/19/2016	US BANK	VISA- SHERWIN WILLIAMS	103.81	Tennis & Swim Center
96184	8/19/2016	US BANK	VISA- CONSTANT CONTACT	95.00	Tennis & Swim Center
96184	8/19/2016	US BANK	VISA- WRIST BAND EXPRESS	84.75	Tennis & Swim Center
96184	8/19/2016	US BANK	VISA- CROSSMATCH	84.10	Tennis & Swim Center
96184	8/19/2016	US BANK	VISA- MICHAELS	76.18	Tennis & Swim Center
96184	8/19/2016	US BANK	VISA- SMART & FINAL	60.50	Tennis & Swim Center
96111	8/17/2016	BCC	LIFE & DISABILITY INS- AUG 16	56.91	Tennis & Swim Center
96184	8/19/2016	US BANK	VISA- CHEVRON	56.86	Tennis & Swim Center
96184	8/19/2016	US BANK	VISA- RALPHS	54.56	Tennis & Swim Center
96184	8/19/2016	US BANK	VISA- CRAIGSLIST	45.00	Tennis & Swim Center
96184	8/19/2016	US BANK	VISA- WEST VALLEY WELDING	35.00	Tennis & Swim Center
96250	8/24/2016	WATERLINE TECHNOLOGIES INC	POOL CHEMICALS	31.78	Tennis & Swim Center
96104	8/17/2016	AIRGAS- WEST	TC HELIUM	30.53	Tennis & Swim Center
96184	8/19/2016	US BANK	VISA- RALPHS	25.82	Tennis & Swim Center
96184	8/19/2016	US BANK	VISA- FEDEX OFFICE	20.65	Tennis & Swim Center
96140	8/17/2016	KISHIMOTO/RAINE//	REIMB MILEAGE - JUL 16	12.74	Tennis & Swim Center
96184	8/19/2016	US BANK	VISA- FEDEX OFFICE	8.77	Tennis & Swim Center
96184	8/19/2016	US BANK	VISA- WALMART	7.17	Tennis & Swim Center
<b>Total Amount for 82 Line Item(s) from Tennis &amp; Swim Center</b>				<b>\$42,646.33</b>	

**Transportation**

96127	8/17/2016	EXCEL PAVING COMPANY	LAS VIRGENES ROAD PROJ	714,338.89	Transportation
96225	8/24/2016	PARSONS TRANSPORTATION GROUP	LOST HILLS INTERCHANGE	120,071.96	Transportation
96238	8/24/2016	SUSTAINABLE SOLUTIONS SERVICES	STREET SIGN MEDIAN PROJECT	23,593.50	Transportation
96149	8/17/2016	MICHAEL BAKER INTERNATIONAL	PROFESSIONAL SERVICES	14,669.84	Transportation
96222	8/24/2016	MV TRANSPORTATION, INC.	SHUTTLE SERVICES - JUL 16	11,796.04	Transportation
96139	8/17/2016	KIER & WRIGHT CIVIL ENGINEERS	ENGINEERING SERVICES	9,802.00	Transportation



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96222	8/24/2016	MV TRANSPORTATION, INC.	SHUTTLE SERVICES - JUL 16	9,785.29	Transportation
96134	8/17/2016	IDEAL GENERAL SERVICES, INC.	DIAL-A-RIDE JUL 2016	7,676.50	Transportation
96222	8/24/2016	MV TRANSPORTATION, INC.	SHUTTLE SERVICES - JUL 16	5,239.22	Transportation
96222	8/24/2016	MV TRANSPORTATION, INC.	SHUTTLE SERVICES - JUL 16	5,171.72	Transportation
96272	8/31/2016	CONVERSE CONSULTANTS	CONSULTING SERVICES	3,335.00	Transportation
96234	8/24/2016	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	3,288.72	Transportation
96222	8/24/2016	MV TRANSPORTATION, INC.	SHUTTLE SERVICES - JUL 16	2,779.28	Transportation
96259	8/31/2016	AMERICAN HONDA FINANCE CORP	LEASE PAYMENT- SEP 2016	1,925.00	Transportation
96252	8/24/2016	WILLDAN ASSOCIATES INC.	PUBLIC WORKS SERVICES	1,365.00	Transportation
96295	8/31/2016	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	1,202.32	Transportation
96141	8/17/2016	KOA CORPORATION	CALABASAS ON-CALL SVCS	1,050.00	Transportation
96199	8/24/2016	COUNTY OF MARIN\CAL-SLA	STREETLIGHT ASSESSMENT	900.00	Transportation
96222	8/24/2016	MV TRANSPORTATION, INC.	SHUTTLE SERVICES - JUL 16	815.90	Transportation
96155	8/17/2016	NEWBURY PARK TREE SERVICE INC	TREE TRIMMING/REMOVAL SVCS	645.00	Transportation
96163	8/17/2016	SIEMENS INDUSTRY INC.	TRAFFIC SIGN MAINTENANCE	595.00	Transportation
96166	8/17/2016	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	517.28	Transportation
96128	8/17/2016	FLOWERS & ASSOCIATES, INC.	LAS VIRGENES ROAD PROJ	446.60	Transportation
96184	8/19/2016	US BANK	VISA- WOODLAND HILLS HONDA	372.41	Transportation
96184	8/19/2016	US BANK	VISA- CHEVRON	316.61	Transportation
96303	8/31/2016	WESTERN HIGHWAY PRODUCTS, INC.	TRAFFIC SIGNS	240.73	Transportation
96184	8/19/2016	US BANK	VISA- TIRE MAN	189.90	Transportation
96184	8/19/2016	US BANK	VISA- APPLE STORE	162.41	Transportation
96142	8/17/2016	LA DWP	TRAFFIC METER SERVICE	138.14	Transportation
96177	8/17/2016	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	117.06	Transportation
96184	8/19/2016	US BANK	VISA- SHELL OIL	75.00	Transportation
96184	8/19/2016	US BANK	VISA- UNION 76	72.10	Transportation
96184	8/19/2016	US BANK	VISA- LANDSEND BUSINESS	71.65	Transportation
96249	8/24/2016	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	45.07	Transportation
96184	8/19/2016	US BANK	VISA- SHELL OIL	41.90	Transportation
96184	8/19/2016	US BANK	VISA- CHEVRON	40.00	Transportation
96184	8/19/2016	US BANK	VISA- CHEVRON	36.00	Transportation
96184	8/19/2016	US BANK	VISA- UNION 76	35.00	Transportation
96184	8/19/2016	US BANK	VISA- RABI INC	33.63	Transportation
96184	8/19/2016	US BANK	VISA- EXXON MOBIL	33.00	Transportation
96184	8/19/2016	US BANK	VISA- RABI INC	32.10	Transportation
96184	8/19/2016	US BANK	VISA- UNION 76	27.62	Transportation
96184	8/19/2016	US BANK	VISA- UNION 76	24.68	Transportation



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96184	8/19/2016	US BANK	VISA- UNION 76	23.99	Transportation
96184	8/19/2016	US BANK	VISA- SHELL OIL	20.85	Transportation
96184	8/19/2016	US BANK	VISA- DIY	17.42	Transportation
96184	8/19/2016	US BANK	VISA- UNION 76	16.99	Transportation
96249	8/24/2016	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	11.42	Transportation
96184	8/19/2016	US BANK	VISA- SHELL OIL	8.00	Transportation
96184	8/19/2016	US BANK	VISA- EXXON MOBIL	8.00	Transportation
<b>Total Amount for 50 Line Item(s) from Transportation</b>				<b>\$943,221.74</b>	
<b>GRAND TOTAL for 642 Line Items</b>				<b>\$2,003,611.95</b>	

## FUTURE AGENDA ITEMS

Department                      Agenda Headings                      Agenda Title/Future Agenda

**28-Sep**

CC	Presenation	SoCal Gas Company briefing regarding natural gas system and the importance of the Aliso Canyon Storage Field
CC	Presenation	Sheriff's Crime Report
PW	Presenation	Storm drain update
CD	Consent	Plaque recommendations by the HPC
AS	Consent	Adoption of Resolution No. 2016-1517, rescinding Resolution No. 2014-1471 and approving a salary schedule for permanent employees
AS	Consent	Adoption of Resolution No. 2016-1518, establishing employee flex credit amounts for 2017 and rescinding Resolution No. 2015-1472
		Adoption of Ordinance No. 2016-338 to repeal Title 13 Public Peace, Moral and Welfare of the Los Angeles County Code, as adopted by the City of Calabasas and addition of new Chapters to Title 9 of the Calabasas Municipal Code related to the Public Peace and Welfare, incorporating the text, as amended, of certain Chapters of Title 13 Public Peace and Welfare of the Los Angeles County Code
Finance	Public Hearing	Adoption of Resolution No. 2016-1512, approving the operating and capital improvement budgets for July 1, 2016 through June 30, 2018, providing for the appropriations and expenditures for all sums set forth in said budget; and adoption of Resolution No. 2016-1516, establishing the appropriations limit for Fiscal Year 2016-2017
PW	Consent	Adoption of Ordinance, No. 2016-336, adding Chapter 10.22 to Title 10 of the City's Municipal Code to include parking regulations for City-owned and City-operated off-street parking facilities
PS	Consent	Adoption of Ordinance No. 2016-338 to repeal Title 13 Public Peace, Moral and Welfare of the Los Angeles County Code, as adopted by the City of Calabasas and addition of new Chapters to Title 9 of the Calabasas Municipal Code related to the Public Peace and Welfare, incorporating the text, as amended, of certain Chapters of Title 13 Public Peace and Welfare of the Los Angeles County Code
CC	Consent	Adoption of Ordinance No. 2016-339, amending Calabasas Municipal Code Sections 1.14.010 and 1.04.020, changing the date of the General Municipal Election date from the first Tuesday after the First Monday in November of odd-numbered years to the first Tuesday after the first Monday in November of even numbered years beginning November 2018
CD	Public Hearing	A request for a Site Plan Review, Scenic Corridor Permit, Development Plan Review, Variance and Oak Tree Permit to demolish an existing 4,458 square-foot two-story single-family residence and construct a new 7,961 square-foot two-story single-family residence, four-car attached garage, pool and associated residential accessory structures. A variance is required in order to construct the proposed house within 50 feet vertically and 50 feet horizontally of a significant ridgeline. The subject site is located at 24111 Saint Andrews Lane (APN: 4455-006-018), within the Open Space (OS) zoning district and Scenic Corridor overlay zone
CD	Public Hearing	Introduction of Ordinance No. 2016-337 for New 2016 California Building Codes
CD	Public Hearing	Introduction of Ordinance No. 2016-340, Ridgeline exception
CC	New Business	Introduction of Ordinance No. 2016-341 for refund requests

**Future Items**

CC	Presenation	Scouts recognition for 25th anniversary food drive service project
CS	New Business	Joint agreements with LVUSD
PW	Consent	Hydrating stations
CD	Public Hearing	2016 California Building Standards
CD	Consent	Housing Element Report
CD	Consent	Recommendation from Planning Commission regarding appeals' fees
CD/PW/Media	Consent	CPI fees increase
CC	New Business	Election Certification
PW	New Business	Environmental Commission review of programs/ordinances (smoking, plastic bag, coyote, styrofoam, car wash, rodenticide, etc.)
PW	New Business	Business recognition program for environmental efforts
CC	New Business	Noticing procedures/newspaper publications

**2016 Meeting Dates**

Oct 12 - Canceled - Yom Kippur	Nov 23 - Canceled - Thanksgiving Eve
Oct 26	Nov 30 - Council Reorganization
Nov 9	Dec 14
	Dec 28 - Canceled