



CITY *of* CALABASAS

**CITY COUNCIL AGENDA
REGULAR MEETING – WEDNESDAY, SEPTEMBER 26, 2018
CITY HALL COUNCIL CHAMBERS
100 CIVIC CENTER WAY, CALABASAS
www.cityofcalabasas.com**

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

OPENING MATTERS – 7:00 P.M.

Call to Order/Roll Call of Councilmembers
Pledge of Allegiance by Boy Scout Pack 333 – Webelos II
Approval of Agenda

ANNOUNCEMENTS/INTRODUCTIONS – 7:10 P.M.

- Adjourn in Memory

PRESENTATIONS – 7:30 P.M.

- To Andrew Cohen-Cutler for his service to the City
- Fire Safe Councils by LA County Fire Department
- Public safety power shut off by Southern California Edison, Bob Stiens
- Measure W, Safe Clean Water Program by LA County Dept. of Public Works

ORAL COMMUNICATION – PUBLIC COMMENT – 8:10 P.M.

CONSENT ITEMS – 8:20 P.M.

1. Approval of meeting minutes from August 22, 2018
2. Adoption of Ordinance No. 2018-367, to amend Chapter 17.62 of the Calabasas Municipal Code to modify the thresholds, which determine review bodies for Site Plan Reviews and Administrative Plan Reviews for residential home additions and other development projects
3. Approval of Resolution No. 2018-1605, amending Resolution No. 2017-1567 approving the position and salary of an hourly Landscape Maintenance Inspector; and eliminating the position of an hourly Assistant Landscape Manager position in the Public Works Department
4. Approval of an exception to the hiring freeze for the replacement of the Chief Financial Officer position
5. Adoption of Resolution No. 2018-1603, establishing employee flex credits amounts for 2019 and rescinding Resolution No. 2017-1563
6. Recommendation to approve the funding agreement for the amount of \$219,287 between the City of Calabasas and the Los Angeles County Metropolitan Transportation Authority (LACMTA) for the procurement of two Class E large CNG shuttles
7. Approval of a professional services agreement with Fencecorp, Inc. in the amount of \$220,640 for fabrication and installation of wrought iron fence, handrails, gates and pre-cast concrete railing as part of Las Virgenes Creek Restoration Project – Phase II
8. Recommendation to award a professional services agreement in the amount of \$456,783 to Dude Solutions, Inc. for permit tracking and reporting software services and subscription

NEW BUSINESS – 8:30 P.M.

9. Recommendation from the Parks, Recreation and Education Commission regarding the Wild Walnut Park Master Plan

INFORMATIONAL REPORTS – 9:10 P.M.

10. Check Register for the period of August 14-September 12, 2018

TASK FORCE REPORTS – 9:15 P.M.

CITY MANAGER'S REPORT – 9:20 P.M.

TENTATIVE FUTURE AGENDA ITEMS – 9:25 P.M.

ADJOURN – 9:30 P.M.

The City Council will adjourn in memory of James Harrison Ring to their next regular meeting scheduled on Wednesday, October 10, 2018, at 7:00 p.m.

**MINUTES OF A REGULAR MEETING OF
THE CITY COUNCIL OF THE CITY OF CALABASAS, CALIFORNIA
HELD WEDNESDAY, AUGUST 22, 2018**

Mayor Gaines called the Closed Session to order at 6:10 p.m. in the Council Conference Room, 100 Civic Center Way, Calabasas, CA.

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

CLOSED SESSION

1. Conference with Legal Counsel; Anticipated Litigation (Gov't Code Section 54956.9) A point has been reached where, in the opinion of the City Council on the advice of its legal counsel, based on the below described existing facts and circumstances, there is a significant exposure to litigation against the City.

Receipt of written communication threatening litigation by Larry Hamer. A copy is available for public inspection in the City Clerk's Office. (Gov't Code Section 54956.9(e)(3).)

The Council convened to Open Session in the Council Chambers at 7:00 p.m.

ROLL CALL

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

Absent: None

Staff: Bartlett, Cohen, Hernandez, Klein, Lysik, Michitsch, Summers, Tamuri and Yalda

Mr. Summers announced that there were no reportable actions from Closed Session Item No.1.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Boy Scout Troop 642.

AGENDA ITEM NO. 1

APPROVAL OF AGENDA

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

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

ANNOUNCEMENTS/INTRODUCTIONS

Members of the Council made the following announcements:

Councilmember Weintraub:

- Welcomed students back to school.
- Announced her attendance with fellow Councilmembers to a meeting at King Gillette Ranch, which topics included safety issues, increased patrol presence in the surrounding areas and constant updates on the Malibu Creek Park homicide investigation.

Councilmember Bozajian:

- Extended an invitation to the last Summer Sunset Concert Series on August 26 at the Calabasas Lake

Councilmember Maurer:

- Echoed Councilmember Weintraub's comments regarding safety issues and the recent murder at Malibu Creek Park.
- Announced that new fall classes are available at the Senior Center.

Mayor pro Tem Shapiro:

- Welcomed students back to school and reminded everyone to drive safely.
- Extended an invitation to the 5th Annual Calabasas Film Festival taking place on September 12-16.

Mayor Gaines:

- Welcomed Coach Claiborne to the CHS Football team and extended an invitation to the upcoming games on August 24 and 31.
- Extended an invitation to his State of the City Address and the 10th Anniversary celebration of the Civic Center on September 20.
- Will be attending the San Fernando Valley Economic Alliance annual meeting on August 30.
- Extended an invitation to the San Fernando Valley Economic Alliance, Valley of the Stars GALA on September 7.
- The September 12 Council meeting has been canceled; and the next Council meeting is scheduled for September 26.

- Wished everyone a Happy Labor Day and Jewish holiday season.
- Adjourn in memory

Mayor Gaines announced that the meeting would be adjourned in memory of Howard Somberg.

Members of the Council expressed condolences to Mrs. Somberg.

ORAL COMMUNICATIONS – PUBLIC COMMENT

Roza Besser, Pam Evans and Mary Drummer spoke during public comment.

CONSENT ITEMS

1. Approval of meeting minutes from August 8, 2018
2. Sheriff's Crime Report

The City Council unanimously approved Consent Item Nos.1-2. MOTION CARRIED 5/0 as follows:

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

PUBLIC HEARING

3. Introduction of Ordinance No. 2018-367, to amend Chapter 17.62 of the Calabasas Municipal Code to modify the thresholds, which determine review bodies for Site Plan Reviews and Administrative Plan Reviews for residential home additions and other development projects

Mayor Gaines opened the public hearing.

Mr. Michitsch presented the report.

Mayor Gaines closed the public hearing.

After discussion, Councilmember Bozajian moved, seconded by Mayor pro Tem Shapiro to approve Item No. 3. MOTION CARRIED 5/0 as follows:

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

OLD BUSINESS

4. Adoption of Resolution 2018-1594, denying File No. 170001064, a Site Plan Review, Scenic Corridor Permit, Oak Tree Permit and Zoning Clearance to convert an existing one-story commercial building (formerly a restaurant) into a child day care center. The subject site is located at 4895 Las Virgenes Road within the Commercial Retail (CR) Zoning District, Scenic Corridor (SC) Overlay Zone and Las Virgenes Gateway Master Plan

Larry Hamer, Carl Ehrlich, Joe Chilco, John Suwara and Luresa Byrne spoke on Item No. 4.

After discussion, Councilmember Maurer moved, seconded by Mayor pro Tem Shapiro to approve Item No. 4. MOTION CARRIED 4/1 as follows:

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

NOES: Mayor Gaines

The meeting recessed at 7:56 p.m.
The meeting reconvened at 8:02 p.m.

NEW BUSINESS

5. Contractual Services Review

Dr. Lysik presented the report.

No action was taken on this item.

INFORMATIONAL REPORTS

6. Check Register for the period of July 30-August 7, 2018

No action was taken on this item.

TASK FORCE REPORTS

Councilmember Weintraub reported that the City hosted their first COG meeting and that a future presentation would be made by the Executive Director.

Mayor pro Tem Shapiro reported his attendance to a VICA annual local officeholder's luncheon.

Councilmember Bozajian reported that he will be attending the upcoming annual League of California Cities conference on September 12-14.

Mayor Gaines reported that he is co-sponsoring the anti-coagulant pesticides resolution being presented at the annual League of California Cities business meeting.

CITY MANAGER'S REPORT

Dr. Lysik encouraged everyone to register to vote for the upcoming November 6 election.

TENTATIVE FUTURE AGENDA ITEMS

Mayor Gaines reported that recommendations for the Wild Walnut Park will be coming to Council at their next meeting on September 26.

Councilmember Bozajian requested an update regarding the Paxton project.

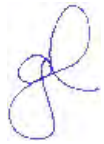
Councilmember Maurer requested information regarding the Fire Safe Councils program.

Mayor Gaines announced that the CPHA will be sponsoring a candidate forum on September 30 at Founders Hall. In addition, Mayor Gaines announced that Building Bridges will be the theme for the upcoming SOTC event. Lastly, Mayor Gaines announced that he will be traveling to Sister City- Anqing, China in October.

ADJOURN

The City Council adjourned at 8:30 p.m. in memory of Howard Somberg to a regular meeting scheduled on Wednesday, September 26, 2018, at 7:00 p.m.

Maricela Hernandez, MMC
City Clerk



CITY of CALABASAS
CITY COUNCIL AGENDA REPORT

DATE: SEPTEMBER 13, 2018

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: GLENN MICHITSCH, SENIOR PLANNER



SUBJECT: ADOPTION OF ORDINANCE NO. 2018-367, AN ORDINANCE TO AMEND CHAPTER 17.62 OF THE CALABASAS MUNICIPAL CODE TO MODIFY THE THRESHOLDS WHICH DETERMINE REVIEW BODIES FOR SITE PLAN REVIEWS AND ADMINISTRATIVE PLAN REVIEWS FOR RESIDENTIAL HOME ADDITIONS AND OTHER DEVELOPMENT PROJECTS

MEETING DATE: SEPTEMBER 26, 2018

SUMMARY RECOMMENDATION:

That the City Council approve a motion to adopt Ordinance No. 2018-367 (Attachment A) amending Chapter 17.62 of the City of Calabasas Municipal Code to modify the thresholds which determine review bodies for Site Plan Reviews (Section 17.62.020) and Administrative Plan Reviews (17.62.090) for residential home additions and other development projects.

DISCUSSION:

At the August 22, 2018 City Council meeting, Ordinance No. 2018-367 was introduced following a public hearing, and the Council waived a second reading of the ordinance. It is now appropriate for this ordinance to be formally adopted.

REQUESTED ACTION:

That the City Council adopt Ordinance No. 2018-367 (Attachment A).

ATTACHMENTS:

Attachment A: Ordinance No. 2018-367

ORDINANCE NO. 2018-367

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CALABASAS, CALIFORNIA, AMENDING CHAPTER 17.62, TO MODIFY THE THRESHOLDS WHICH DETERMINE REVIEW BODIES FOR BOTH SITE PLAN REVIEWS (SECTION 17.62.020) AND ADMINISTRATIVE PLAN REVIEWS (SECTION 17.62.090) FOR RESIDENTIAL HOME ADDITIONS AND OTHER DEVELOPMENT PROJECTS.

WHEREAS, the City Council of the City of Calabasas, California (“the City Council”) has considered all of the evidence including, but not limited to, the Planning Commission Resolution, Planning Division staff reports and attachments, and public testimony from the Planning Commission meeting held on July 12, 2018, and City Council meeting on August 22, 2018; and

WHEREAS, the City Council finds that the Land Use and Development Code Amendments are consistent with the goals, policies, and actions of the General Plan and will not conflict with the General Plan; and

WHEREAS, the City Council finds that the Land Use and Development Code Amendment will not be detrimental to the public interest, health, safety, convenience, or welfare of the City; and

WHEREAS, the proposed actions are in compliance with the provisions of the California Environmental Quality Act (CEQA) because the project is exempt from the provisions of the California Environmental Quality Act [California Code of Regulations Title 14 §15061(b)(3)]; and

WHEREAS, the City Council finds that the Land Use and Development Code Amendments are internally consistent with other applicable provisions of the Land Use and Development Code; and

WHEREAS, the Land Use and Development Code Amendment reflects the input of residents, stakeholders, and public officials, and implements the General Plan’s visions and desire for the community, is adopted in the public’s interest, and is otherwise consistent with federal and state law.

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

SECTION 1. Based upon the foregoing the City Council finds:

1. Following a public hearing held on July 12, 2018, the Planning Commission adopted Resolution No. 2018-672 recommending to the City Council adoption of Ordinance 2018-367, amending Chapter 17.62 to modify the thresholds which

determine review bodies for Site Plan Reviews (Section 17.62.020) and Administrative Plan Reviews (Section 17.62.090).

2. Notice of the August 22, 2018, City Council public hearing was posted at Juan de Bautista Park, the Calabasas Tennis and Swim Center, the Agoura Hills/Calabasas Community Center, Gelson's Market and at Calabasas City Hall.

3. Notice of the August 22, 2018, City Council public hearing was posted in The Enterprise at least ten (10) days prior to the hearing.

4. Notice of the August 22, 2018, City Council public hearing included the information set forth in Government Code Section 65009 (b)(2).

SECTION 2. In view of all the evidence and based on the foregoing findings and conclusions, the City Council hereby approves amendments to the City's Land Use and Development Code, specifically amending Chapter 17.62 of the City's Land Use and Development Code to modify the thresholds which determine review bodies for both site plan reviews (Section 17.62.020) and Administrative Plan Reviews (Section 17.62.090) for residential home additions and other development projects.

Section 17.76.050(B) Calabasas Municipal Code allows the Planning Commission to recommend and the City Council to approve amendments to the City's Development Code provided that the following findings are made:

1. The proposed amendment is consistent with the goals, policies, and actions of the General Plan;

The proposed amendments are consistent with the goals, policies and actions of the General Plan because even with the proposed minor alteration of the thresholds that determine the review bodies for site plan reviews and administrative plan reviews, development projects are still required to be consistent with all the applicable goals, policies and actions of the General Plan. Furthermore, the proposed Code amendments continue to promote the General Plan's implementation goals of involving citizens in the decision making process by preserving the public hearing process which allows an opportunity for members of the public to comment on development projects at a public hearing. For these reasons, the project meets this finding.

2. The proposed amendment would not be detrimental to the public interest, health, safety, convenience, or welfare of the City;

The proposed code amendments would not be detrimental to the public interest, health, safety, convenience, or welfare of the City because, although the thresholds that determine the review and decision making body are modified, all required findings for site plan reviews and administrative plan reviews will remain

the same, and be necessary to be made to justify project approvals. The findings include justifications to ensure projects are consistent with all the policies, goals, actions, and provisions of both the City's General Plan and Municipal Code, including findings that require development to be compatible in design and appearance and scale with the surrounding area, findings that the project site is adequate in area to accommodate development features, and findings that the project respects and integrates into the surrounding natural environment.

3. The proposed amendment is in compliance with the provisions of the California Environmental Quality Act (CEQA);

The proposed ordinance is exempt from CEQA review pursuant to State Guidelines Section 15061(b)(3) as a project that has no potential to cause a significant effect on the environment. The proposed text amendments change the decision-maker for certain residential and other development projects, but do not change the allowed land uses or projects within the City nor the substantive requirements governing each type of development project. A Notice of Exemption will be filed.

4. The proposed amendment is internally consistent with other applicable provisions of the Development Code.

The proposed amendments consist of modifying the current thresholds which determine review bodies for both site plan reviews and administrative plan reviews as they pertain to residential development projects. The modifications apply only to process, and are structured in a way as to not affect any of the development standards contained in the Code. Furthermore, the development standards and substantive requirements for residential and other development projects relating to hillside development, oak tree protection, scenic corridor protection, dark skies protection, water-efficient landscaping, green buildings, off-street parking and loading, and all other applicable provisions of the Development Code all still apply. For these reasons, the amendments meet this finding.

SECTION 3. CODE AMENDMENT. Section 17.62.020 of the Calabasas Municipal Code is hereby amended to read as follows:

Section 17.62.020 – Site plan review.

A. Purpose. Site plan review is a discretionary land use permit required for certain proposed land uses that involve new construction. The site plan review process is intended to promote comprehensive design and planning for orderly and compatible development, and ensure that site development, the exterior appearance of structures, landscaping, grading, signs and other improvements

are designed to minimize adverse aesthetic and environmental impacts on the site and its surroundings.

- B. Applicability. Site plan review is required for all land uses identified by this title as allowable subject to site plan review, and the following:
1. New site development, or new construction and additions to existing buildings over five thousand (5,000) square feet in commercial and special purpose zoning districts;
 2. Construction of new residential single-family, multifamily housing, or mixed use residential projects;
 3. Residential home additions to existing legally permitted single-family or multifamily housing or structures, where the cumulative square footage of the addition, plus the square footage(s) of any legally permitted addition(s) accomplished within the previous five-year period, meets or exceeds any of the following thresholds:
 - a) Additions of over four hundred (400) square feet to existing legally permitted single-family or multifamily housing or structures where the gross floor area of the addition is 20 percent or greater than the gross floor area of the existing legally permitted home or structures, except in the Old Topanga and Calabasas Highlands Overlay Districts;
 - b) Additions over one thousand, two hundred (1,200) square feet to existing legally permitted single-family or multifamily housing or structures, except in the Old Topanga and Calabasas Highlands Overlay Districts; or
 - c) Additions over two hundred and fifty (250) square feet to existing legally permitted single-family housing on properties located in the Old Topanga or Calabasas Highlands Overlay Districts.
 4. New single family homes in the Old Topanga and Calabasas Highlands Overlay Districts except for items for which the director is the review authority pursuant to Section 17.62.050 (C)(2); and
 5. For new site development or construction in the scenic corridor except for items for which the director is the review authority pursuant to Section 17.62.050 (C)(2).
- C. Where used in subsection B above, "Residential home addition" means the construction of any new or expanded, fully enclosed structure, on a property with existing, legally permitted, single-family or multifamily housing.
- D. Application Filing and Processing. An application for site plan review shall be filed and processed in compliance with Chapter 17.60.
- E. Project Review, Notice and Hearing. Each site plan review application shall be analyzed to ensure that the proposed development complies with all applicable provisions of this development code. Each application for new structures or site plan modifications shall be reviewed by the commission. The commission shall

hold a public hearing in compliance with Chapter 17.78 for all projects requiring site plan review.

- F. Findings, Decision and Conditions. After a public hearing, the review authority shall record the decision and the findings upon which the decision is based. The review authority may approve a site plan review application with or without conditions, if all of the following findings are made:
 - 1. The proposed project complies with all applicable provisions of this development code;
 - 2. The proposed project is consistent with the General Plan, any applicable specific plan, and any special design theme adopted by the city for the site and vicinity;
 - 3. The approval of the site plan review is in compliance with the California Environmental Quality Act (CEQA);
 - 4. The proposed structures, signs, site development, grading and/or landscaping are compatible in design, appearance and scale, with existing uses, development, signs, structures and landscaping for the surrounding area;
 - 5. The site is adequate in size and shape to accommodate the proposed structures, yards, walls, fences, parking, landscaping, and other development features; and
 - 6. The proposed project is designed to respect and integrate with the existing surrounding natural environment to the maximum extent feasible.
- G. Expiration. A site plan review shall be exercised within one year from the date of approval or the permit shall become void, unless an extension is approved by the director in compliance with Chapter 17.64.

SECTION 4. CODE AMENDMENT. Section 17.62.090 of the Calabasas Municipal Code is hereby amended to read as follows:

17.62.090 - Administrative plan review.

- A. Purpose. Administrative plan review is a discretionary land use permit required for certain proposed land uses that involve new construction. The administrative plan review process is intended to promote comprehensive design and planning for orderly and compatible development, and ensure that site development, the exterior appearance of structures, landscaping, grading, signs and other improvements are designed to minimize adverse aesthetic and environmental impacts on the site and its surroundings.
- B. Applicability. Administrative plan review is required for all land uses identified by this title as allowable subject to administrative plan review including the following:
 - 1. Construction in residential zoning districts as provided below, unless located in a scenic corridor;

- a. Residential home additions to existing legally permitted single-family or multifamily housing or structures, where the cumulative square footage of the addition, plus the square footage(s) of any legally permitted addition(s) accomplished within the previous five-year period, meets or exceeds any of the following thresholds:
 - 1. Additions of up to four hundred (400) square feet to existing legally permitted single-family or multifamily housing or structures where the gross floor area of the addition is 20 percent or greater than the gross floor area of the existing legally permitted home or structures, except in the Old Topanga and Calabasas Highlands Overlay Districts;
 - 2. Additions of over four hundred (400) square feet, and up to a maximum of one thousand, two hundred (1,200) square feet, to existing legally permitted single-family or multifamily housing or structures where the gross floor area of the addition is less than 20 percent of the gross floor area of the existing legally permitted home or structures, except in the Old Topanga and Calabasas Highlands Overlay Districts;
 - 3. Additions of two hundred fifty (250) square feet or less to existing legally permitted single-family homes or structures on properties located in the Old Topanga or Calabasas Highlands Overlay Districts.
 - b. Where used in subsection (B)(1)(a) above, "Residential home addition" means the construction of any new or expanded, fully enclosed structure, on a property with existing legally permitted single-family or multifamily housing.
- 2. Exterior modifications to buildings or site plans in non-residential zones;
 - 3. Fences in all zoning districts except residential zoning districts. Fences for residential properties located in the scenic corridor overlay district shall require a minor scenic corridor permit;
 - 4. Flags higher than the height of a building;
 - 5. Pole mounted flags in the RS, RC, RR and OS zones;
 - 6. Pool and spa with reduced setback from rear of side property line adjacent to dedicated open space (Section 17.12.165(H)(5));
 - 7. Satellite antenna larger than one meter unless located in the scenic corridor overlay district;
 - 8. Reverse vending machines (up to five machines); and
 - 9. Tennis and other recreational fencing over six feet in height.

SECTION 5. SEVERABILITY. Should any provision, section, paragraph, sentence or word of this Ordinance be rendered or declared invalid by any court of competent jurisdiction or by reason of any preemptive legislation, the remaining

provisions, sections, paragraphs, sentences or words of this Ordinance shall remain in full force and effect and, to that end, the provisions hereof are declared to be severable.

SECTION 6. EFFECTIVE DATE. This Ordinance shall take effect thirty days after its adoption pursuant to California Government Code section 36937.

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 26th day of September, 2018.

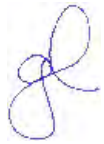
Fred Gaines, Mayor

ATTEST:

Maricela Hernandez, MMC
City Clerk

APPROVED AS TO FORM:

Matthew T. Summer
Colantuono, Highsmith & Whatley, PC
Assistant City Attorney



CITY of CALABASAS
CITY COUNCIL AGENDA REPORT

DATE: SEPTEMBER 17, 2018

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: DR. GARY LYSIK, CITY MANAGER

BY: JOHN R. BINGHAM, ADMINISTRATIVE SERVICES MANAGER 

SUBJECT: APPROVAL OF RESOLUTION NO. 2018-1605 AMENDING RESOLUTION NO. 2017-1567 APPROVING THE POSITION AND SALARY OF AN HOURLY LANDSCAPE MAINTENANCE INSPECTOR, AND ELIMINATING THE POSITION OF AN HOURLY ASSISTANT LANDSCAPE MANAGER POSITION IN THE PUBLIC WORKS DEPARTMENT

MEETING DATE: SEPTEMBER 26, 2018

SUMMARY RECOMMENDATION:

Staff recommends that the City Council approve Resolution No. 2018-1605 amending Resolution No. 2017-1567, approving the position of hourly Landscape Maintenance Inspector, and eliminating the position of hourly Assistant Landscape Manager in the Public Works Department.

BACKGROUND:

In April 2010, the City Council authorized the hiring of a part-time Assistant Landscape Manager. Recently that position became vacant and a recruitment was undertaken to fill the job. After a three-month search, no suitable qualified candidates applied for the position. The current pay range and qualifications of the Landscape Manager position did not allow for a qualified applicant pool. After a review with the Public Works Department of what type of duties the position

would be assigned, it was determined a Landscape Inspector, who could assist in compliance inspections and other related duties, would be more suitable and would likely expand the applicant pool.

DISCUSSION/ANALYSIS:

In 2010, the addition of a part-time Assistant Landscape Manager was deemed necessary to provide the level of service required to meet the needs of residents on a continuous basis and to deliver service in the absence of the full-time Landscape District Maintenance Manager. Over the past years, the responsibilities of the Landscape Manager have increased to include the Civic Center landscape maintenance management, urban forestry management and City parks inspections. The Landscape Manager spends at least 50 hours per month attending regularly scheduled meetings with city contractors, Home Owners Association Board representatives, residents and City staff. There is not sufficient time for Landscape Manager alone to attend all meetings/inspections, the required follow-up with account managers and field superintendents, and still respond to Landscape Maintenance District and Landscape Lighting Act Districts residents' requests in a timely fashion.

FISCAL IMPACT/SOURCE OF FUNDING:

The elimination of the hourly Assistant Landscape Manager position and the addition of a Landscape Maintenance Inspector would reduce the hourly wage range from H120 (\$35.94 - \$44.89 per hour) to H101 (\$29.75-\$37.16 per hour) for an overall budget savings. The full cost of this position will be paid from Ad Valorum (Fund 21) funds. There is no impact to the General Fund.

REQUESTED ACTION:

It is requested that the City Council approve and adopt Resolution No. 2018-1605, amending Resolution No. 2017-1567, approving the position of hourly Landscape Maintenance Inspector, and eliminating the position of hourly Assistant Landscape Manager in the Public Works Department.

ATTACHMENT:

Resolution No. 2018-1605

**ITEM 3 ATTACHMENT
RESOLUTION NO. 2018-1605**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CALABASAS, CALIFORNIA, AMENDING RESOLUTION NO. 2017-1567 BY APPROVING THE POSITION AND SALARY RANGE OF AN HOURLY LANDSCAPE MAINTENANCE INSPECTOR, AND ELIMINATING THE POSITION OF AN HOURLY ASSISTANT LANDSCAPE MANAGER.

WHEREAS, the City Council desires to retain and attract qualified and high caliber individuals; and

WHEREAS, this Resolution No. 2018-1605 is adopted in order to amend Resolution No. 2017-1567, the existing resolution in place for hourly employee salary ranges, by approving the position and salary range of an hourly Landscape Maintenance Inspector, and eliminating the position of an hourly Assistant Landscape Manager.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CALABASAS, AS FOLLOWS:

SECTION 1. Resolution No. 2017-1567 is hereby amended by approving the position and salary range of an hourly Landscape Maintenance Inspector, and eliminating the position of an hourly Assistant Landscape Manager:

HOURLY EMPLOYEE SALARY RANGES

POSITION	SALARY SCHEDULE NUMBER	NUMBER OF EMPLOYEES BUDGETED IN POSITION
Assistant Landscape Manager	H120	1 0
Landscape Maintenance Inspector	H101	1

SECTION 2. All other provisions of Resolution No. 2017-1567 shall continue in full force and effect.

SECTION 3. To the extent the provisions of Resolution No. 2017-1567, as amended by this Resolution No. 2018-1605, are substantially the same as any other resolution or action of the City Council, the provisions of Resolution No. 2017-1567 as amended hereby, shall be construed as continuations of these other enactments, and not as new enactments.

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

PASSED, APPROVED AND ADOPTED this 26th day of September, 2018.

Fred Gaines, Mayor

ATTEST:

Maricela Hernandez, MMC
City Clerk

APPROVED AS TO FORM:

Matthew T. Summer
Colantuono, Highsmith & Whatley, PC
Assistant City Attorney



CITY of CALABASAS
CITY COUNCIL AGENDA REPORT

DATE: SEPTEMEBER 17, 2018

TO: HONORABLE MAYOR AND COUNCILMEMBERS

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

SUBJECT: APPROVAL OF AN EXCEPTION TO THE HIRING FREEZE FOR THE REPLACEMENT OF THE CHIEF FINANCIAL OFFICER POSITION

MEETING DATE: SEPTEMBER 26, 2018



SUMMARY RECOMMENDATION:

Approval of an exception to the hiring freeze to allow for the replacement of the Chief Financial Officer position.

BACKGROUND:

In 2011, the City Council authorized a hiring freeze for all full-time positions that become vacant unless the position is deemed essential to the operation of the department or the City.

DISCUSSION/ANALYSIS:

The recent appointment of Chief Financial Officer (CFO) to City Manager has created the need to expeditiously begin an open recruitment for this position. Under the direction of the City Manager, the CFO administers the City's financial management programs, including managing investments, serving as City Treasurer, administering risk management, implementing fiscal policies, establishing, and maintaining fiscal controls.

This position is deemed essential due to the need fiscal oversight of the City and management of Finance Department. Currently, the recently appointed City Manager is performing his duties as well of those of the CFO.

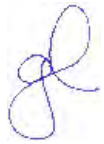
The Human Resources Department will conduct an open recruitment to find qualified applicants for the position.

FISCAL IMPACT/SOURCE OF FUNDING:

The salary for this position is currently budgeted. There is no estimated increase to the already appropriated and existing costs of the respective salary plus benefits associated with this position. There is currently a savings due to the CFO position being unfilled.

REQUESTED ACTION:

It is requested that the City Council approve an exception to the hiring freeze to allow for the replacement of Chief Financial Officer position.



CITY *of* CALABASAS

CITY COUNCIL AGENDA REPORT

DATE: SEPTEMBER 17, 2018

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: JOHN BINGHAM, ADMINISTRATIVE SERVICES MANAGER

SUBJECT: ADOPTION OF RESOLUTION NO. 2018-1603, ESTABLISHING
EMPLOYEE FLEX CREDIT AMOUNTS FOR 2019 AND RESCINDING
RESOLUTION NO. 2017-1563

MEETING

DATE: SEPTEMBER 26, 2018

SUMMARY RECOMMENDATION:

That the City Council approve the adoption of Resolution No. 2018-1603, establishing employee flex credit amounts for 2019 benefits and rescinding Resolution No. 2017-1563.

BACKGROUND:

The City has traditionally chosen to provide the full cost of medical premiums, up to the mid-tier PERS Choice health plan, for full-time City employees and Councilmembers, plus any eligible dependents. The City has also provided for the full cost of dental insurance, vision insurance, life insurance, short term/long term disability insurance, and an employee assistance program (EAP). Insurance premiums fluctuate each year, necessitating approval of premium costs and payment caps by the City Council on an annual basis.

DISCUSSION/ANALYSIS:

The credit amount that employees are allocated for the upcoming year will be

increased based on the fact that the cost of health insurance premiums influencing our flex credit amounts are rising by 5.50% for calendar year 2019. There is no change in the vision premiums for 2018. The cost of dental premiums are decreasing by 3.4%.

FISCAL IMPACT/SOURCE OF FUNDING:

The cost for health benefits is already subsumed in the 2018-2019 operating budget.

REQUESTED ACTION:

It is requested that the City Council approve adoption of Resolution No. 2018-1603.

ATTACHMENTS:

Resolution No. 2018-1603

**ITEM 5 ATTACHMENT
RESOLUTION NO. 2018-1603**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
CALABASAS, CALIFORNIA, ESTABLISHING EMPLOYEE
FLEX CREDIT AMOUNTS FOR 2019 BENEFITS AND
RESCINDING RESOLUTION NO. 2017-1563.**

This resolution is adopted in order to set forth Flex Credit Amounts for the Section 125 Benefits Program (referred to as the Cafeteria Plan). The following shall be effective as of January 1, 2019.

For health insurance, the City contracts with the Public Employee Retirement System regular health benefits program; employees may choose among various HMO/PPO plans. For dental insurance, the City contracts with Delta Dental. For vision insurance, the City contracts with Vision Service Plan (VSP). Short term/long term disability insurance and life insurance are provided by VOYA Financial.

The City agrees to pay the cost of medical, dental, and vision insurance for all full-time permanent employees, Councilmembers, and dependents, only up to premium costs as follows:

<u>EMPLOYEE STATUS/PLAN ENROLLMENT</u>	<u>MONTHLY CREDIT AMOUNT</u>
Employee Only	\$707.50
Employee + One Dependent	\$1,400.60
Employee + Two or More Dependents	\$1,848.00

Health Insurance Cash Out Option - With proof of other medical coverage, full-time permanent employees are eligible to receive a monthly cash credit in the amount of 50% of the highest single employee medical premium credit covered by the City. This amount for 2019 is \$327.25. This credit cannot be applied directly to deferred compensation; it will be considered taxable income. Because compensation for Councilmembers is fixed by state law, Councilmembers are not eligible for this option.

Health Insurance Surplus Option - For full-time permanent employees, any surplus plan credits will be considered taxable income and/or can be applied to either flexible spending account. Participants can make elections for contributions with pre-tax earnings if the cost of insurance coverages exceeds the amount of the benefit credit.

Health Care and Dependent Care Flexible Spending Accounts – permanent full-time employees have the option of participating in the City’s Health Care and Dependent Care Flexible Spending Accounts, which allows for a choice between certain benefits and taxable cash income. The annual maximum amount allowed for the Health Care Flexible Spending Account is \$2,650; the annual maximum amount allowed for the Dependent Care Flexible Spending Account is \$5,000. Participation is paid for by the employee.

Life Insurance - for permanent full-time employees, the City contracts with VOYA Financial for which the benefit amount is three times the employees annual salary (maximum \$350,000), and \$50,000 for each Councilmember. The City agrees to pay the full cost for life insurance for permanent full-time employees, including City Councilmembers.

Short Term/Long Term Disability Insurance - the City contracts with VOYA Financial. The City agrees to pay the full cost for short term/long term disability insurance for permanent full-time employees.

Employee Assistance Program - the City contracts with MHN under California State Association of Counties. The City agrees to pay the full cost for the program premium for permanent full-time employees.

Resolution No. 2017-1563 is hereby rescinded.

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

PASSED, APPROVED AND ADOPTED this 26th day of September, 2018.

Fred Gaines, Mayor

ATTEST:

Maricela Hernandez, MMC
City Clerk

APPROVED AS TO FORM:

Matthew T. Summer
Colantuono, Highsmith & Whatley, PC
Assistant City Attorney




Approved by City Manager:

CITY *of* CALABASAS

CITY COUNCIL AGENDA REPORT

DATE: SEPTEMBER 10, 2018

TO: HONORABLE MAYOR AND COUNCILMEMBERS

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

SUBJECT: RECOMMENDATION TO APPROVE THE FUNDING AGREEMENT FOR THE AMOUNT OF TWO HUNDRED NINETEEN THOUSAND TWO HUNDRED EIGHTY SEVEN (\$219,287) DOLLARS BETWEEN THE CITY OF CALABASAS AND LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY (LACMTA) FOR THE PROCUREMENT OF TWO CLASS E LARGE CNG SHUTTLES

MEETING

DATE: SEPTEMBER 26, 2018

SUMMARY RECOMMENDATION:

Staff recommends that City Council approve the Funding Agreement for the amount of two hundred nineteen thousand and two hundred eighty seven (\$219,287) dollars with The Los Angeles County Metropolitan Transportation Authority (LACMTA) for the procurement of two Class E Large CNG shuttles.

DISCUSSION/ANALYSIS:

The City of Calabasas is committed to maintain adequate transportation for its residents and employees. This projects calls for procurement of two 30 passenger shuttles which will be added to the City fleet and will significantly improve regional mobility. The new shuttles will have a higher capacity therefore they will relieve overcrowding on the peak hour lines. The City is currently using 100% of the fleet; this does not leave vehicles available in case of mechanical failure or in vases of emergency, and creates a significant strain on the system. Unfortunately, some of

the current fleet break down frequently due to old age. The two new CNG vehicles will improve the reliability of service by retiring two of the older high mileage vehicles. The increase of efficiency will be achieved by rotating vehicles and providing some flexibility in the system in order to repair and service vehicles without sacrificing service. In addition, the fuel consumption and air pollution will decrease and maintenance and repair cost will be reduced.

The procurement will be in full compliance with all of the grant conditions set forth by Federal Transit Administration (FTA) and LACMTA.

FISCAL IMPACT/SOURCE OF FUNDING:

The project will be funded with a total of \$219,287 in FTA Section 5316 Job Access and Reverse Commute Program funds awarded during the FY 2017 Solicitation for Proposals & Application process.

REQUESTED ACTION:

Staff recommends that City Council approve the Funding Agreement for the amount of two hundred nineteen thousand and two hundred eighty seven (\$219,287) dollars with The Los Angeles County Metropolitan Transportation Authority for the procurement of two Class E Large CNG shuttles.

ATTACHMENTS:

Attachment A: Grant Number CA-37-X100 Agreement

Item 6 Attachment A

FTA GRANT: CA-37-X100
FIS NUMBER: 700230
SAM SEARCH: 03/26/2018

AGMT# 9200000000S1730
DUNS: 804742310
CFDA: 20.516

FUNDING AGREEMENT FOR SECTION 5316 JOB ACCESS AND REVERSE COMMUTE PROGRAM

This Funding Agreement for Section 5316 Job Access and Reverse Commute (JARC) Program Funds (the "Agreement") is dated for reference purposes only May 23, 2018 and is by and between the City of Calabasas (the "Agency") and the Los Angeles County Metropolitan Transportation Authority ("LACMTA").

RECITALS

- A. On May 25, 2006 the LACMTA Board adopted a resolution declaring LACMTA to be the Designated Recipient for formula funds from the Federal Transit Administration (FTA) Section 5316 JARC.
- B. Pursuant to the LACMTA Board action of May 25, 2006, the LACMTA Chief Executive Officer (CEO) or his/her designee is authorized to enter into agreements with interested cities and local agencies in Los Angeles County for LACMTA in its role as the Designated Recipient for Section 5316 JARC grant funds (the "Federal Funds").
- C. On July 27, 2017 the LACMTA Board authorized the LACMTA Chief Executive Officer (CEO) or his designee to negotiate and execute Agreements with agencies as subrecipients and approved the application and award of \$219,287 to the Agency for capital assistance to procurement two (2) Class E Larger replacement buses (the "Project"). Funding of this Project is subject to final execution of the Federal Grant agreement between the FTA and the LACMTA.
- D. As the Agency is currently not able to directly apply for the Federal Funds, LACMTA prepared and submitted a grant application to the FTA on the Agency's behalf.
- E. The total cost for the Project described in the Scope of Work (the "SOW"), attached as Exhibit "A", hereto is estimated to be \$292,383 ("Estimated Cost").
- F. The Agency has agreed to provide the required local match of \$73,096 (the "Local Match"), as described in the Financial Plan that is attached as Exhibit "B", and any additional funding required to complete the Project.
- G. LACMTA assumes no responsibility for the funding of any portion of the Project. LACMTA is only acting as a pass through conduit for the Agency.
- H. The Agency understands that the Federal Funds provided herein are subject to the federal lapsing policy and that it must have obtained the environmental clearance required by federal regulations to use the Federal Funds.

I. The parties desire to execute this Agreement so LACMTA may pass along the Federal Funds received from the Federal Grant to the Agency.

1. **PAYMENT OF FUNDS**

1.1 To the extent LACMTA receives Federal Funds pursuant to the Federal Grant, LACMTA shall forward Federal Funds in an amount not to exceed \$219,287 (the "Funding Amount") to the Agency subject to the terms and conditions of the Federal Grant and this Agreement.

1.2 Payments to the Agency will be processed by LACMTA within a reasonable time period, but in no event more than sixty (60) calendar days after receipt of a Request for Reimbursement, which complies with the requirements of Section 4 below.

1.3 The Agency shall be subject to, and shall comply with, all requirements of the Federal Grant and other applicable requirements of the United States Department of Transportation (USDOT), the United States Department of Labor (USDOL), the FTA and of LACMTA as required by LACMTA to fulfill its responsibilities as the grantee under the Federal Grant and as the pass-through agency.

2. **LACMTA COSTS**

2.1 LACMTA will not charge the Agency for administrating these Federal Funds.

3. **TERM**

3.1 The term of this Agreement shall commence on the date of the LACMTA's CEO or his/her designee's signature ("Effective Date") and shall terminate four years after the Effective Date of this Agreement (the "Termination Date"), unless terminated earlier as provided herein, or extended by a written approval from the LACMTA.

4. **REQUEST FOR REIMBURSEMENT**

4.1 The Agency shall contribute at least the statutorily or other required local contribution of matching funds (other than Federal Funds and any other USDOT funds), if any is specified within this Agreement or any attachments hereto, toward the actual costs of the Project. The Agency's Local Match under this Agreement is \$73,096.

4.2 Not more frequently than once a month, the Agency will prepare and submit to the LACMTA a Request for Reimbursement for allowable Project costs incurred and paid for by the Agency consistent with the Project's SOW. The Request for Reimbursement submitted by the Agency shall be signed by an authorized agent who can duly certify the accuracy of the included information. Advance payments by LACMTA are not allowed.

4.3 Each Request for Reimbursement shall report the total of Project expenditures, specify the percent and amount of Federal Funds to be reimbursed, and include a detailed invoice describing all invoiced work completed.

4.4 If applicable, the first Request for Reimbursement shall also be accompanied by a report describing any tasks specified in the SOW document which were accomplished prior to the Effective Date of this Agreement, which costs could be credited toward the required Local Match provided that LACMTA has provided prior written approval for such expenditures to the Agency.

4.5 LACMTA may retain ten percent (10%) of each invoice amount until LACMTA has evaluated the Agency's performance according to the criteria specified by LACMTA and the data provided by the Agency and has determined that all contract requirements under this Agreement have been satisfactorily fulfilled. The Agency shall invoice LACMTA for reimbursement of the 10% retention separately.

4.6 The Request for Reimbursement must be submitted on the Agency's letterhead and shall be accompanied by appropriate documentation supporting costs incurred.

4.7 The Agency should consult with LACMTA's Section 5316 Program Manager for questions regarding non-reimbursable expenses.

4.8 Total payments shall not exceed the Funding Amount specified in Section 1.1. No Request for Reimbursement will be processed by LACMTA for expenses incurred after the Termination Date of this Agreement.

4.9 If any amounts paid to the Agency are disallowed or not reimbursed by the FTA for any reason, the Agency shall remit to LACMTA the disallowed or non-reimbursed amount(s) within 30 days from receipt of LACMTA's notice. All payments made by LACMTA hereunder are subject to the audit provisions contained herein and within the Federal Grant.

4.10 The Agency shall comply with and ensure that work performed under this Agreement is done in compliance with all applicable provisions of federal, state and local laws, statutes, ordinances, rules, regulations and procedural requirements, including without limitation, Federal Acquisition Regulations (FAR) and the applicable requirements and regulations of LACMTA. The Agency acknowledges responsibility for obtaining copies of and complying with the terms of the most recent federal, state or local laws and regulations and LACMTA requirements, including any amendments thereto.

4.11 All requests for reimbursement must first be approved by Program Manager prior to submission for payment. Once approved, requests for reimbursement shall be transmitted to LACMTA's Accounts Payable Department using one of the following two options:

Option 1) E-mail:

AccountsPayable@Metro.net
AGMT# 9200000000S1730

or,

Option 2) Standard Mail:

Los Angeles County Metropolitan Transportation Authority
P.O. Box 512296
Attention: Accounts Payable
Los Angeles, CA 90051-0296
AGMT# 9200000000S1730

A copy of all Requests for Reimbursement submittals shall also forward to LACMTA's Section 5316 Program Manager, either by email to Section5316@metro.net or by standard mail to the following address:

Los Angeles County Metropolitan Transportation Authority
Grants Management and Oversight
Attention: Section 5316 Program Manager

One Gateway Plaza
Mail Stop: 99-23-3
Los Angeles, CA 90012-2952

4.12 The Agency shall provide written notification to LACMTA's Section 5316 Program Manager regarding any changes to the Project management team. Unless otherwise specified, the following Agency address and contact person will be used by LACMTA for all correspondence and documentation relevant to this Agreement:

City of Calabasas
100 Civic Center Way
Calabasas, CA 91302
Attention: Hali Aziz, Assistant Transportation Planner

5. START AND END DATE OF REIMBURSABLE ACTIVITIES

Unless written notification is otherwise provided by the LACMTA, the start date of reimbursable activities is the Effective Date of this Agreement. Actual reimbursement of eligible work cannot occur until LACMTA and the Agency execute this Agreement and LACMTA has entered into the Federal Grant with the FTA. The end date of reimbursable activities is the Termination Date of this Agreement.

6. FEDERAL REQUIREMENTS

6.1 The Agency shall utilize the Funding Amount and Local Match to complete the Project as described in the SOW and in accordance with the Federal Grant requirements of the FTA and this Agreement.

6.2 All FTA requirements and guidelines, as summarized in the Federal Grant and the FTA Master Agreement, are incorporated by reference herein as part of this Agreement. These

requirements include, but are not limited to the most current versions of:

- (a) 49 CFR part 26 (DBE Requirements)
- (b) 49 U.S. Code Section 5333(b) (Labor Standards)
- (c) Assurances of legal authority
- (d) Buy America requirements
- (e) Certification of a drug-free workplace
- (f) Certification of non-debarment, suspension or termination (SAM.gov)
- (g) Circular C 4710.1 (ADA Act Guidance)
- (h) CMAQ Program Guidance (Applicable only to CMAQ)
- (i) FTA Circular C 4220.1 (Third-Party Contracting)
- (j) FTA Circular C 4702.1 (Title VI Requirements)
- (k) FTA Circular C 4704.1 (EEO Act Guidance)
- (l) FTA Circular C 5010.1 (Award Management Requirements)
- (m) FTA Circular C 9030.1 (Applicable only to Section 5307)
- (n) FTA Circular C 9045.1 (Applicable only to Section 5317)
- (o) FTA Circular C 9050.1 (Applicable only to Section 5316)
- (p) FTA Circular C 9070.1 (Applicable only to Section 5310)
- (q) Inter-governmental review
- (r) Lobbying certifications
- (s) NEPA environmental review
- (t) Office of Management and Budget (OMB) circulars
- (u) Public Transportation Agency Safety Requirements
- (v) Title 2 CFR, Subpart E (Cost Principles)
- (w) Title 2 CFR, Subpart F (Single audit requirements)
- (x) Transit Asset Management Requirements

6.3 LACMTA shall not be responsible for providing any funding to substitute for the Federal Funds in the event the Federal Grant is withdrawn or is recalled or if the Federal Grant is not appropriated for any reason. In the event the Federal Grant is closed, the Agency will reimburse LACMTA any funds paid to the Agency that are no longer available under the Federal Grant.

6.4 Should the FTA or the United States Department of Labor (USDOL) require amendments, revisions, deletions of, or additions to the provisions contained within this Agreement, the Agency shall promptly execute all such amendments, revisions, deletions, or additions, as necessary, to comply with requirements of the FTA and the USDOL.

7. REPORTING AND AUDIT REQUIREMENTS

7.1 The Agency shall be subject to and shall comply with all applicable requirements of LACMTA, the FTA, and the USDOL regarding Project reporting and audit requirements. The Agency shall use the assigned Agreement number 920000000S1730 on all correspondence.

7.2 The Agency shall submit upon request all applicable Reports, Certifications, and other documents to LACMTA for the duration of the Project and/or the life of any assets acquired through the Project. These include, but are not limited to:

- (a) Annual FTA Compliance Self-Certification
- (b) Maintenance Plans for equipment or facilities funded with FTA Funds
- (c) Maintenance records for all vehicles funded with the FTA Funds
- (d) Quarterly Narrative and Financial Report on Project Progress
- (e) Transit Asset Management Plan

7.3 LACMTA and the FTA and/or their respective designees, in order to fulfill their respective responsibilities as the grantee/designated recipient and grantor of the Federal Grant, shall have the right to conduct audits of the Project, as needed, such as financial and compliance audits and performance audits. The Agency shall establish and maintain proper accounting procedures and cash management records and documents in accordance with Generally Accepted Accounting Principles (GAAP) as applied to governmental agencies. The Agency shall reimburse LACMTA for any expenditure not in compliance with the SOW or other terms and conditions of this Agreement, other applicable requirements of LACMTA or requirements of the Federal Grant, or other applicable requirements of the FTA. LACMTA shall use Federal Acquisition Regulation (FAR) standards in determining the reasonableness of costs incurred. LACMTA shall have the right to conduct an audit using an outside auditing firm. The findings of that LACMTA audit will be final.

7.4 The Agency shall retain all original records and documents related to the Project for a period of three years after final payment or in accordance with the Federal Grant, whichever time period is greater.

7.5 The Agency shall obtain the services of an independent auditor to conduct a single audit of the Project each year in conformance with the provisions of Title 2 of the Code of Federal Regulations Subpart F. The Agency shall submit a copy of each single audit to the LACMTA within 30 days of its completion.

8. ALLOWABLE COSTS

8.1 Allowable Project costs are described in the Federal Grant, the SOW, and in federal guidelines. Allowable Project costs, including in-kind contributions and donations to meet the statutorily or other required local assistance of matching funds (other than Federal Funds or other USDOT funds), will be accepted only if they meet the requirements of Title 2 of the Code of Federal Regulations Subpart E.

8.2 The following guidelines shall apply for indirect costs and in-kind contributions and donations:

- Indirect costs shall not be considered eligible costs for reimbursement, unless all the following requirements are met by the Agency: i) provide evidence of a federally approved Cost

Allocation Plan and indirect rate, as required by federal guidelines; ii) submit a written request to LACMTA; and, iii) receive a written approval from LACMTA prior to incurring the expenditure.

- In-kind contributions and donations shall be considered eligible as local match only upon written approval by LACMTA after verification of compliance with federal guidelines.

9. FUNDS AVAILABILITY

This Agreement will allow the LACMTA to pass along the Federal Funds from the Federal Grant to the Agency. The Funding Amount consists of Section 5316 Federal Funds and is subject to the terms and conditions of this Agreement, the Federal Grant, and the applicable requirements of the LACMTA and the FTA. This Agreement neither implies nor obligates any funding commitment by the LACMTA for the Project. All funds are contingent upon federal appropriation and the FTA's approval of a grant application. If a Letter of No Prejudice is issued by the FTA, the Agency assumes all the risk of spending the Local Match early on the Project.

10. EXPENDITURE AND DISPOSITION OF FUNDS

10.1 The expenditure and disposition of the Funding Amount by the Agency shall be subject to and in accordance with the terms and conditions of this Agreement, the Federal Grant and the applicable requirements of LACMTA and the FTA. The Agency shall not utilize the Funding Amount in any way or on any project other than that specified in this Agreement and in the Federal Grant.

10.2 ONLY FOR NON-CONSTRUCTION PROJECTS - At the substantial completion of the Project, the Agency will submit to LACMTA a Notice of Substantial Completion when: (i) the Agency has completed all procurement or work contained within the SOW; and, (ii) the Agency has ensured that the procurement was performed in accordance with all applicable Project requirements. Within a reasonable time thereafter, the Agency and LACMTA will meet to conduct a site visit, as applicable, to: (a) verify that all vehicles/equipment have been received by the Agency; (b) validate that the vehicles/equipment have been placed in service; (c) confirm that the provider(s) have been paid; (d) verify that the Agency's Project and/or procurement files are in order; and, (e) agree on a punch list. The Agency shall ensure that all punch list items are completed and shall submit a Request for Final Acceptance. Within 30 days thereafter, LACMTA will meet with the Agency to re-inspect the procured item(s). If the procured item(s) is not accepted or approved by LACMTA, the Agency shall perform such acts as are necessary to obtain acceptance of the procured item(s). Once LACMTA accepts the procured item(s), LACMTA will release any retention and make a final payment to the Agency.

10.3 The Agency shall be responsible for any and all cost overruns and/or operating deficits for the Project. Further, the Agency shall be responsible for covering operating deficits through long term stable and reliable sources of revenue and to maintain and operate the federally funded Project.

10.4 Upon completion of the Project described in the SOW and disposition of the 10 percent retention, any unused Funding Amount shall revert back to the FTA.

10.5 The Agency shall address all correspondence to the FTA regarding this Project through LACMTA's Section 5316 Program Manager.

10.6 The programmed budget (the "Financial Plan") specifying the sources and amounts of funds to be used to pay for the Project is attached to this Agreement as Exhibit "B".

10.7 No material changes, as determined by LACMTA in its reasonable discretion and subject to the final discretion of the FTA, to the Financial Plan or the SOW shall be funded or allowed without an amendment to this Agreement approved and signed by LACMTA's CEO or his/her designee and an amendment to the Federal Grant evidencing the FTA's acceptance of such material change. The Agency shall give advance written notice to LACMTA of all proposed changes to the Financial Plan or SOW that it originally submitted to LACMTA.

11. TIMELY USE OF FUNDS

11.1 The Agency shall adhere to the Funding Amount programmed under this Agreement, and funds should be expended within the Term of this Agreement as described in Section 3.1.

11.2 In the event this Agreement is not executed and/or evidence of adherence to the Timely Use of Funds as described in Section 11.1 of this Agreement is not provided, the Project will be reevaluated by LACMTA and the Funding Amount may be deobligated consistent with the FTA's requirements. In the event that the Funding Amount is deobligated, this Agreement shall automatically terminate.

12. DEFAULT

Default under this Agreement is defined as one or more of the following: (i) the Agency fails to comply with the terms and conditions contained in this Agreement or the Federal Grant; (ii) the Agency fails to perform satisfactorily or to make sufficient progress toward Project completion; (iii) the Agency makes a material change to the SOW or the Financial Plan without prior written consent or approval by LACMTA and the FTA; or, (iv) the Agency is in default of any other applicable requirements of LACMTA or the FTA.

13. REMEDIES

13.1 In the event of a default by the Agency (as defined in Section 12), the LACMTA shall provide written notice of such default to the Agency with a 30-day period to cure the default. In the event the Agency fails to cure the default, or commit to cure the default and commence the same within such 30-day period to the satisfaction of LACMTA, the following remedies shall be available to LACMTA:

- (a) LACMTA may terminate this Agreement;
- (b) LACMTA may make a determination to make no further disbursements of the Funding Amount to the Agency;

- (c) LACMTA may recover from the Agency any funds paid to the Agency after the default; and/or,
- (d) Any remedies the FTA may have under the Federal Grant.

13.2 Effective upon receipt of written notice of termination from LACMTA, the Agency shall not undertake any new work or obligation with respect to this Agreement unless so approved by LACMTA in writing.

13.3 Subject to LACMTA's agreement providing prior written notice with a 30-day period to cure the default, the remedies described herein are non-exclusive. LACMTA shall have the right to enforce any and all rights and remedies herein or which may be now or hereafter available at law or in equity.

14. SECTION 5333(b) REQUIREMENTS

14.1 For purposes of satisfying the requirements of Section 5333(b) of the Federal Transit Act, by signing this Agreement the Agency certifies its acceptance of the terms and conditions of all protective arrangements applicable to all capital and operating assistance projects and of any other Section 5333(b) protections certified by the USDOL as applicable to any federal funding received (including any specific terms and conditions included in USDOL's certification letter for the FTA grant).

14.2 The Agency shall indemnify, defend, and hold harmless the LACMTA and its employees, officers and agents for any claims properly brought by public transportation employees in the Agency's service area or by its subcontractors pursuant to the Special Warranty, or any other Section 5333(b) arrangements, that may be filed against LACMTA and that may arise from any or all of the Federal Grant awarded to LACMTA on behalf of the Agency for the Project.

15. TERMINATION

15.1 Notwithstanding the term of this Agreement, specified in Section 3 above, either the Agency or LACMTA may terminate its obligations hereunder at any time, without cause, prior to submittal of the grant application to the FTA by providing not less than ten (10) calendar days advanced written notice of such intent to terminate. The Agency and LACMTA may mutually terminate this Agreement with less than ten (10) days written notice if approved by both parties.

15.2 In the event of termination of this Agreement, LACMTA will immediately stop rendering services under this Agreement.

16. OTHER TERMS AND CONDITIONS

16.1 This Agreement, along with the applicable requirements of the FTA, the USDOL, LACMTA, and the Federal Grant, constitutes the entire understanding between the parties with respect to the subject matter herein. The Agreement shall not be amended, nor any provisions or breach hereof waived, except in writing and signed by the parties who executed the original Agreement or by those at the same level of authority.

16.2 In the event that there is any legal court (e.g. Superior Court of the State of California, County of Los Angeles, or the U.S. District Court for the Central District of California) proceeding between the parties to enforce or interpret this Agreement or the applicable requirements of LACMTA to protect or establish any rights or remedies hereunder, each party shall be responsible for its costs and expenses.

16.3 Neither LACMTA nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or committed to be done by the Agency under or in connection with any work performed by, and/or service provided by, the Agency, its officers, agents, employees, contractors and subcontractors under this Agreement or the guidelines. The Agency shall fully indemnify, defend and hold LACMTA, its subsidiaries and their respective officers, agents and employees harmless from and against any liability and expenses, including without limitation, defense costs, any costs or liability on account of bodily injury, death or personal injury of any person or for damage to or loss of use of property, any environmental obligation, any legal fees and any claims for damages of any nature whatsoever arising out of the Project, including, without limitation: (i) use of the Funds by the Agency, or its officers, agents, employees, contractors or subcontractors; (ii) challenges, claims or litigation filed on behalf of any affected transportation provider and/or employees' union; (iii) breach of the Agency obligations under this Agreement or the Grant; or (iv) any act or omission of the Agency, or its officers, agents, employees, contractors or subcontractors in the performance of the work or the provision of the services including, without limitation, the Scope of Work described in this Agreement.

16.4 Neither party hereto shall be considered in default in the performance of its obligations hereunder to the extent that the performance of any such obligation is prevented or delayed by unforeseen causes including acts of God, floods, earthquake, fires, acts of a public enemy, and government acts beyond the control and without fault or negligence of the affected party. Each party hereto shall give notice promptly to the other of the nature and extent of any such circumstances claimed to delay, hinder, or prevent performance of any obligations under this Agreement.

16.5 The Agency shall comply with and ensure that work performed under this Agreement is done in compliance with Generally Accepted Accounting Principles (GAAP), all applicable provisions of federal, state, and local laws, statutes, ordinances, rules, regulations, and procedural requirements and applicable requirements and regulations of the LACMTA.

16.6 The Agency shall not assign this Agreement, or any part thereof, without written consent and prior approval of the LACMTA's CEO or his/her designee, and any assignment without said consent shall be void and unenforceable.

16.7 Subject to all requirements of this Agreement, the Federal Grant, and all other applicable requirements of LACMTA and FTA, including without limitation the requirement of competitive procurement of services and assets, the Agency may contract with other entities, including its affiliates in a project management role, to implement this Agreement.

16.8 This Agreement shall be governed by California law and applicable federal law. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being

impaired or invalidated in any way.

16.9 The terms of this Agreement shall inure to the benefit of, and shall be binding upon, each of the parties and their respective successors and assigns.

16.10 All notices shall be given to the project managers of each agency at the addresses specified in Section 4 of this Agreement, unless otherwise notified in writing.

16.11 The Agency, in the performance of the work required by this Agreement, is not a contractor nor an agent or employee of LACMTA and attests to no organizational or personal conflicts of interest and agrees to notify LACMTA immediately in the event that a conflict, or the appearance thereof, arises. The Agency shall not represent itself as an agent or employee of LACMTA and shall have no powers to bind LACMTA in contract or otherwise.

16.12 The Agency agrees to comply with USDOT regulations, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments", 49 C.F.R. Part 18.

16.13 The Agency agrees that federal laws and regulations control Project award and implementation. The Agency also agrees that federal directives as defined in the FTA Master Agreement, set forth federal terms applicable to the Project, except to the extent that FTA determines otherwise in writing. The Agency understands and agrees that unless FTA has offered express written approval of alternative procedure or course of action differing from a procedure or course of action set forth in the applicable federal directive, the Agency may incur a violation of the terms of its Agreement if it implements an alternative procedure or course of action not approved by FTA.

16.14 The Agency understands and agrees that federal laws, regulations, and directives applicable to the Project and to itself as the applicant for federal funds on the date on which the FTA authorized official awards of federal assistance for the Project may be modified from time to time. In particular, new federal laws, regulations and directives may become effective after the date on which the Agency executes the Agreement for the Project, and might apply to that Agreement. The Agency agrees that the most recent of such federal laws, regulations and directives will govern the administration of the Project at any particular time, except to the extent FTA determines otherwise in writing.

16.15 The Agency understands that it will make reference to the Catalog of Federal Domestic Assistance (CFDA) number for the Section 5316 Program (20.516) in all its correspondence, including quarterly progress reports, invoices, and single audit reports

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

LACMTA:

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

By: _____
Date
Phillip A. Washington
Chief Executive Officer

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By:  _____ 8/13/18
Deputy Date

GRANTEE:

CITY OF CALABASAS

By: _____
Fred Gaines Date
Mayor

APPROVED AS TO FORM (OPTIONAL):

By: _____
Scott H. Howard Date
City Attorney

EXHIBIT A SCOPE OF WORK

The City of Calabasas will procure two Class E Larger replacement buses. The City will use the two new buses on its two free fixed-route lines. The free-fixed-route lines are essential in the Calabasas community as they provide transit dependent residents and day-time workers with reliable means of transportation.

The vehicles scheduled for replacement have met and/or exceeded their useful life benchmark (ULB). The vehicles will be disposed in accordance with Federal requirements. Vehicles being replaced shall be withdrawn from active service and placed into back-up service and/or sold upon replacement vehicle delivery, acceptance, and implementation. The vehicles scheduled for purchase will meet the Clean Air Act standards (CAA) and the Americans with Disabilities Act (ADA) requirements.

Performance Measures

1. Actual or estimated number of jobs accessed as a result this project.
2. Actual or estimated number of riders (as measured by one way trips) provided as a result of this project. The estimated target is 700 one-way passenger trips per day.

Timeline

<u>Milestone</u>	<u>Est. Completion</u>	<u>Description</u>
<u>Replacement Vehicles</u>	<u>Date</u>	
RFP/IFB Issue Date	05/01/2018	Vehicles will be procured through the CalAct/MBTA Purchasing Cooperative. The Cooperative provides a Federal and California State compliant purchasing solution to purchase ADA compliant vehicles.
Contract Award	05/31/2018	Award contract with approved vendor from CalAct/MBTA pre-approved vendor list.
Vehicle Delivery	10/31/2018	Vehicles delivered. Includes a complete inspection and a Buy America Pre and Post-delivery audit.
Contract Close-out	12/31/2018	All work completed, and all vehicles placed into service.

Deliverables

- a. Implement the Project consistent with the Scope of Work and the Federal Grant (including any amendments approved by the LACMTA and the FTA), and in compliance with all applicable federal regulations.
- b. Submit all required reports and certifications as detailed in the Agreement and as requested by LACMTA and FTA.

EXHIBIT B FINANCIAL PLAN

The total cost of the Project is \$292,383. The following is a description of the funding category and the corresponding funding amounts and funding source to implement the Project.

Category	<u>FTA Grant</u>	<u>Local Match</u>
Capital Assistance	\$219,287	\$73,096

Sources of Federal Financial Assistance

<u>UZA ID</u>	<u>Funding Source</u>	<u>Amount</u>
60020	FTA Section 5316	\$219,287

Local Match

The Agency shall use non-USDOT funds to match the grant.

CAPITAL FUNDING SOURCES	TOTAL (\$)	FEDERAL(\$)	LOCAL (\$)
1. Section 5316 CA-37-X100	\$292,383	\$219,287	\$73,096
Total	\$292,383	\$219,287	\$73,096

ELIGIBLE CAPITAL EXPENSES	TOTAL (\$)	FEDERAL (\$)	LOCAL (\$)
1. Procurement of two (2) Class E Larger buses	\$292,383	\$219,287	\$73,096
Total	\$292,383	\$219,287	\$73,096
SHARE	100%	75%	25%

Subrecipient Procurement Certification

As a condition for receiving certain subrecipient federal funds from the Los Angeles County Metropolitan Transportation Authority (Metro), **City of Calabasas** certifies that procurement procedures will ensure an open competitive process and will conform to applicable federal law, including 49 CFR Part 18 (specifically Section 18.36) and FTA Circular 4220.1F, "Third Party Contracting Guidance". Furthermore, solicitation documents will not be released to the public or individual procurement contracts executed until a Metro representative has reviewed all applicable procurement procedures and documents.

Metro will be notified of contract or option award including the name of the successful bidder, the total dollar value of the contract or option and the contract or option award date within 3 business days of award.

Signature of Authorized Agent
Title:
City of Calabasas

Date

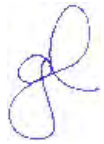
Sub-Recipient Half Fare Compliance Certification

As a condition for receiving certain sub-recipient federal funds from the Los Angeles County Metropolitan Transportation Authority (Metro), the City of Calabasas certifies that it complies or will comply by April 1, 2015 with the Federal Transit Administration (FTA) half fare requirement, as codified in 49 CFR 609.23. This FTA requirement states that during non-peak hours for transportation using or involving a facility or equipment of a Project financed with funds provided through 49 U.S.C. 5307, the following individuals will be charged a fare not exceeding fifty (50) percent of the peak hour fare:

- a) Any senior;
- b) Any individual who, because of illness, injury, age, congenital malfunction, or other incapacity or temporary or permanent disability (including an individual who is a wheelchair user or has semi-ambulatory capability), cannot use a public transportation service or a public transportation facility effectively without special facilities, planning, or design;
- c) Any individual presenting a Medicare card issued to that individual under Title II of the Social Security Act (42 U.S.C. 401 et seq.); or
- d) Any individual presenting a Medicare card issued to that individual under Title XVIII of the Social Security Act (42 U.S.C. 1395 et seq.).

Signature of Authorized Agent
Title:
City of Calabasas

Date




CITY of CALABASAS

CITY COUNCIL AGENDA REPORT

DATE: SEPTEMBER 17, 2018

TO: HONORABLE MAYOR AND COUNCILMEMBERS

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

SUBJECT: APPROVAL OF A PROFESSIONAL SERVICES AGREEMENT WITH FENCECORP INC. IN THE AMOUNT OF \$220,640 FOR FABRICATION AND INSTALLATION OF WROUGHT IRON FENCE, HANDRAILS, GATES AND PRE-CAST CONCRETE RAILING AS PART OF LAS VIRGENES CREEK RESTORATION PROJECT – PHASE II

MEETING DATE: SEPTEMBER 26, 2018

SUMMARY RECOMMENDATION:

Staff recommends that the City Council approve A Professional Services Agreement with Fencecorp Inc. in the amount of \$220,640 for fabrication and installation of a wrought iron fence, handrails, gates and pre-cast concrete railing as part of Las Virgenes Creek Restoration Project – Phase II.

BACKGROUND AND DISCUSSION:

The work to be performed under this contract includes, but is not limited to:

- a. Fabrication and installation of 1,975 linear feet of a six feet high wrought iron fence along the newly constructed trail to provide privacy to Steeplechase HOA,
- b. Saw cutting old fence panels from posts along the newly built trail,
- c. Fabrication and installation of 5 pedestrian/emergency access gates along the new wrought iron fence,

- d. Fabrication of a 16 feet wide wrought iron vehicular gate to be installed on Lost Hills Road at the trailhead,
- e. Fabrication and installation of four rows of metal handrails along two staircases leading the upper trail to the lower trail,
- f. Fabrication and installation of 1,200 linear feet of a 36" high precast concrete railing along Lost Hills Road separating sidewalk from the newly constructed trail and educational area located on city property across from D'Anza Park,

City staff solicited proposals from several fence companies based on prevailing wages and received proposals from the following companies:

1. Fence Factory, Inc.
2. Five Star Fence
3. ACE Fence Company
4. Superior Concrete Products
5. Fencecorp, Inc.

Fencecorp, Inc. was selected as the lowest qualified bidder to perform the work.

FISCAL IMPACT/SOURCE OF FUNDING:

Funding for this contract is provided thru Account No. 40-319-6502-38, previously approved by the City Council. City staff has pursued various funding sources and has already secured the following:

- a) \$676,735 funded under the Urban Stream Restoration Program administered by the California Department of Water Resources,
- b) \$645,200 funded under Proposition 84 – Integrated Regional Water Management Plan,
- c) \$980,500 funded through Proposition 84 administered by the Santa Monica Mountains Conservancy, and
- d) \$495,000 from the River Parkway Grant administered by the California Natural Resources Agency.
- e) \$185,029 contribution from Viewpoint School.

REQUESTED ACTION:

That the City Council approve a Professional Services Agreement with Fencecorp Inc. in the amount of \$220,640 for fabrication and installation of a wrought iron fence, handrails, gates and pre-cast concrete railing as part of Las Virgenes Creek Restoration Project – Phase II.

ATTACHMENT:

Professional Services Agreement with Prevailing Wages

PROFESSIONAL SERVICES AGREEMENT
Providing for Payment of Prevailing Wages
 (City of Calabasas/ Fencecorp, Inc.)

1. IDENTIFICATION

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

2. RECITALS

- 2.1 City has determined that it requires the following professional services from a Contractor: **Fabrication and installation of wrought iron fence, wrought iron gates, precast concrete railing, handrails and demolition of existing fence as part of Las Virgenes Creek Restoration Project – Phase II.**
- 2.2 Contractor 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. Contractor 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 Contractor agree as follows:

3. DEFINITIONS

- 3.1 “Scope of Services”: Such professional services as are set forth in Contractor’s September 10, 2018 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 Contractor’s September 10, 2018 fee schedule to City attached hereto as Exhibit A and incorporated herein by this reference.
- 3.3 “Commencement Date”: September 26, 2018.
- 3.4 “Expiration Date”: September 25, 2019.

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. CONTRACTOR'S SERVICES

- 5.1 Contractor 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 Contractor under this Agreement exceed the sum of Two Hundred Twenty Thousand Six Hundred and Forty Dollars (\$220,640.00) unless specifically approved in advance and in writing by City.
- 5.2 Contractor shall perform all work to the highest professional standards of Contractor's profession and in a manner reasonably satisfactory to City. Contractor shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*).
- 5.3 During the term of this Agreement, Contractor shall not perform any work for another person or entity for whom Contractor was not working at the Commencement Date if both (i) such work would require Contractor to abstain from a decision under this Agreement pursuant to a conflict of interest statute and (ii) City has not consented in writing to Contractor's performance of such work.
- 5.4 Contractor 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 Contractor or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. **Perry Massie** shall be Contractor's project administrator and shall have direct responsibility for management of Contractor's performance under this Agreement. No change shall be made in Contractor's project administrator without City's prior written consent.
- 5.5 To the extent that the Scope of Services involves trenches deeper than 4', Contractor shall promptly, and before the following conditions are disturbed, notify the City, in writing, of any:
- (1) Material that the contractor believes may be material that is hazardous waste, as defined in § 25117 of the Health and Safety Code, which is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.
 - (2) Subsurface or latent physical conditions at the site differing from those indicated by information about the site made available to bidders prior to the deadline for submitting bids.

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

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

6. COMPENSATION

- 6.1 City agrees to compensate Contractor for the services provided under this Agreement, and Contractor agrees to accept in full satisfaction for such services, payment in accordance with the Approved Fee Schedule.
- 6.2 Contractor shall submit to City an invoice, on a monthly basis or less frequently, for the services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period and the amount due. Within thirty calendar days of receipt of each invoice, City shall pay all undisputed amounts included on the invoice. City shall not withhold applicable taxes or other authorized deductions from payments made to Contractor.
- 6.3 Payments for any services requested by City and not included in the Scope of Services shall be made to Contractor by City on a time-and-materials basis using Contractor's standard fee schedule. Contractor 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 Contractor be entitled to increase fees for services rendered before the thirtieth day after Contractor 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 Contractor issues an invoice to City for such services.
- 6.4 This Agreement is further subject to the provisions of Article 1.7 (commencing at Section 20104.50) of Division 2, Part 3 of the Public Contract Code regarding prompt payment of contractors by local governments. Article 1.7 mandates certain procedures for the payment of undisputed and properly submitted payment requests within 30 days after receipt, for the review of payment requests, for notice to the contractor of improper payment requests, and provides for the payment of interest on progress payment requests which are not timely made in accordance with this Article. This Agreement hereby incorporates the provisions of Article 1.7 as though fully set forth herein.
- 6.5 To the extent applicable, at any time during the term of the Agreement, the Contractor may at its own expense, substitute securities equivalent to the amount withheld as retention (or the retained percentage) in accordance with Public

Contract Code section 22300. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the public agency, or with a state or federally chartered bank in this state as the escrow agent, who shall then pay those moneys to the Contractor. Upon satisfactory completion of the contract, the securities shall be returned to the Contractor.

7. OWNERSHIP OF WRITTEN PRODUCTS

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

8. RELATIONSHIP OF PARTIES

Contractor is, and shall at all times remain as to City, a wholly independent contractor. Contractor 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 Contractor or any of Contractor’s employees, except as set forth in this Agreement. Contractor 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 Contractor or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Contractor 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. Contractor acknowledges that City would not enter into this Agreement in the absence of Contractor’s commitment to indemnify and protect City as set forth herein.

10.2 To the fullest extent permitted by law, Contractor 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 Contractor or any of its officers, employees, servants, agents, or subcontractors in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees due to counsel of City's choice.

- 10.3 City shall have the right to offset against the amount of any compensation due Contractor under this Agreement any amount due City from Contractor as a result of Contractor's failure to pay City promptly any indemnification arising under this Section 10 and related to Contractor'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 Contractor under this Section 10 will not be limited by the provisions of any workers' compensation act or similar act. Contractor expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.
- 10.5 Contractor 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 Contractor in the performance of this Agreement. In the event Contractor fails to obtain such indemnity obligations from others as required herein, Contractor 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 Contractor's subcontractors or any other person or entity involved by, for, with or on behalf of Contractor 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 Contractor 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, Contractor 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 Contractor'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 Contractors, personal injury, underground hazard, and explosion and collapse hazard where applicable.
- 11.1.2 Automobile Liability Insurance for vehicles used in connection with the performance of this Agreement with minimum limits of One Million Dollars (\$1,000,000) per claimant and One Million dollars (\$1,000,000) per incident.
- 11.1.3 Worker's Compensation insurance as required by the laws of the State of California, including but not limited to California Labor Code § 1860 and 1861 as follows:

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

- 11.2 Contractor 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 Contractor 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 Contractor's expense, the premium thereon.

- 11.5 At all times during the term of this Agreement, Contractor 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. Contractor shall, prior to commencement of work under this Agreement, file with City's Risk Manager such certificate(s).
- 11.6 Contractor 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. Contractor agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions. If this contract provides service to a Homeowners Association, that Homeowners Association must be listed as an additional insured in addition to the City.
- 11.8 The insurance provided by Contractor 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 Contractor's insurance and shall not contribute with it.
- 11.9 All insurance coverage provided pursuant to this Agreement shall not prohibit Contractor, and Contractor's employees, agents or subcontractors, from waiving the right of subrogation prior to a loss. Contractor 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, Contractor shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Contractor shall procure a bond or other security acceptable to the City guaranteeing payment of losses and expenses.
- 11.11 Procurement of insurance by Contractor shall not be construed as a limitation of Contractor's liability or as full performance of Contractor's duties to indemnify, hold harmless and defend under Section 10 of this Agreement.

12. MUTUAL COOPERATION

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

13. RECORDS AND INSPECTIONS

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

14. PERMITS AND APPROVALS

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

15. NOTICES

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

If to City:

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

With courtesy copy to:

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

If to Contractor:

Fencecorp, Inc
18440 Van Buren Blvd
Riverside, CA 92508
Attn: Perry Massie
Telephone: (877) 686-3170
Facsimile: (951) 686-3170

16. SURVIVING COVENANTS

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

17. TERMINATION

17.1. City shall have the right to terminate this Agreement for any reason on five calendar days' written notice to Contractor. Contractor shall have the right to terminate this Agreement for any reason on sixty calendar days' written notice to City. Contractor 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.

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

18 GENERAL PROVISIONS

18.1 Contractor 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 Contractor.

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

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 Contractor of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term,

covenant or condition herein contained. No term, covenant or condition of this Agreement shall be deemed to have been waived by City or Contractor unless in writing.

- 18.5 Contractor shall not be liable for any failure to perform if Contractor presents acceptable evidence, in City's sole judgment that such failure was due to causes beyond the control and without the fault or negligence of Contractor.
- 18.6 Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance of the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any of all of such other rights, powers or remedies. In the event legal action shall be necessary to enforce any term, covenant or condition herein contained, the party prevailing in such action, whether reduced to judgment or not, shall be entitled to its reasonable and actual court costs, including accountants' fees, if any, and attorneys' fees expended in such action. The venue for any litigation shall be Los Angeles County, California.
- 18.7 If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to, the extent necessary to cure such invalidity or unenforceability, and shall be enforceable in its amended form. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
- 18.8 This Agreement shall be governed and construed in accordance with the laws of the State of California.
- 18.9 All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between City and Contractor 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 Contractor.

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

19. PREVAILING WAGES

- 19.1 To the extent that the estimated amount of this Agreement exceeds \$1,000, this Agreement is subject to prevailing wage law, including, but not limited to, the following:
- 19.1.1 The Contractor shall pay the prevailing wage rates for all work performed under the Agreement. When any craft or classification is omitted from the general prevailing wage determinations, the Contractor shall pay the wage rate of the craft or classification most closely related to the omitted classification. The Contractor shall forfeit as a penalty to City \$50.00 or any greater penalty provided in the Labor Code for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rates for any work done under the Agreement employed in the execution of the work by Contractor or by any subcontractor of Contractor in violation of the provisions of the Labor Code. In addition, the difference between such prevailing wage rates and the amount paid to each worker for each calendar day, or portion thereof, for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the Contractor.
- 19.1.2 Contractor shall comply with the provisions of Labor Code Section 1777.5 concerning the employment of apprentices on public works projects, and further agrees that Contractor is responsible for compliance with Section 1777.5 by all of its subcontractors.
- 19.1.3 Pursuant to Labor Code § 1776, Contractor and any subcontractor shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and

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

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

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

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

“City”
City of Calabasas

“Contractor”
Fencecorp, Inc.

By: _____
Fred Gaines, Mayor

By: _____
Perry Massie, President

Date: _____

Date: _____

By: _____
Dr. Gary J. Lysik, City Manager

By: _____
Bob McPherson, Vice President

Date: _____

Date: _____

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

Date: _____

Attest:

By: _____
Maricela Hernandez, MMC
City Clerk

Date: _____

Approved as to form:

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

Date: _____

Exhibit A: Scope of Work and Fee Schedule

No.	Description	Quantity	Unit Price	Total
1	Remove and haul away existing fence to City yard. <u>Scope:</u> Saw cut panels from posts. Keep half of panels with posts and rest of panels w/o posts. Saw cut post as close to ground level as possible. Leave footing untouched.	250 LF	\$18.00	\$4,500.00
2	Install 68" x 94" Iron fence with brackets (Custom color) <u>Scope:</u> 6'H Biasable WI Fence. Regal style, top/btm rails 1-1/2" sq tube, 3/4" sq tube pickets @ 6" o.c. Posts 2" SQ 16GA @8' o.c. and set 2' in conc footing. Fence panel connecting to post with Mounting brackets. All posts top with cap. Fence follows terrain topography. Exact fence alignment shall be decided by City in the field. Landscape cleared along fence line by others before installation. All Material is Pre-Galvanized and Powder coated per city color code.	1975 LF	\$52.00	\$102,700.00
3	Install 3'x6' walk gates with mechanical locks <u>Scope:</u> 1-1/2" sq tube gate frame. 3/4" picket. 3" 11ga sq tube post set in 12" ø x 2' conc footing. Expanded metal screen backing. Mechanical keyboard lock with lock box. Self-closing commercial grade hinge. Backing extend two feet over to adjacent fence panel. Exact location of gates shall be decided by City in the field. Power coated per city specified color code.	5 Units	\$3,700	\$18,500.00
4	Install 4'x16' Iron Double Drive Gate <u>Scope:</u> Two 8'W leaf. 1-1/2" sq tube gate frame with 1 1/2" sq tube upright and top/btm cap for enhanced strength. 3/4" tube pickets. 3" 11ga sq tube post set 12" ø x 3' concrete footing. Uphill hinge to accommodate 1'8' slope. Double cane bolts with sleeve embed set in concrete.	1 Unit	2,854	\$2,854.00
5	Install American pre-cast 2 Rail Fence <u>Scope:</u> Post will be set in approximately 12" x 24" concrete footing, no more than 8 feet apart. There will be 4' opening for every 96' of railing or as requested by City. Post shall be 1' away from the sidewalk.	1,200 LF	\$55.00	\$66,000.00
6	Install 1 7/8" galvanized handrail at stairs <u>Scope:</u> 1-7/8" O.D. Galvanized sch40 pipe single line hand rail with one close end loop on the landing area. 1-7/8" o.d. pipe post @ 4' o.c. set 6" ø x 2' deep conc.	194 LF	\$99.00	\$19,206.00
7	Chain link Fence <u>Scope:</u> 2 7/8" sch40 Terminal Posts and 2 3/8" sch40 Line Posts. 7ga coil spring tension wire with 9ga galvanized fabric.	40 LF	\$40	\$6,880.00
Grand Total				\$220,640.00

Additional Conditions:

- Payments shall be made by actual installed linear foot of fencing and railing per approved unit price.
- Contractor shall provide traffic control while working along Lost Hills Road.
- Three (3) years of warranty for material defect or non-working hinges and locks.
- Contractor shall provide concrete wash out equipment.
- Contractor shall remove excavated dirt and spread it on areas approved by the City.
- Contractor shall employee BMPs prior to working in the proximity of any storm drain inlet.
- Contractor shall call Dig Alert prior to digging.
- Contractor shall repair any damaged trees, pipes, utility lines, sidewalk, asphalt concrete that was damaged by contractor.
- Contractor must provide shop drawings to the City for approval prior to fabrication.
- The work shall be completed within 90 days from the date of Notice to Proceed.
- Work hours Monday thru Saturday from 7 AM to 6 PM.

NON-COLLUSION AFFIDAVIT

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

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

Signature of Bidder

Business Address

Place of Residence

Subscribed and sworn to before me this ___ day of _____, 20__.

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

My Commission Expires _____, 20__.

WORKERS' COMPENSATION INSURANCE CERTIFICATE

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

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

DATE: _____

(Contractor)

By:

(Signature)

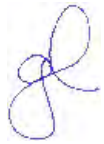
(Title)

Attest:

By:

(Signature)

(Title)



CITY of CALABASAS
CITY COUNCIL AGENDA REPORT

DATE: SEPTEMBER 11, 2018

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: MAUREEN TAMURI AIA, AICP
COMMUNITY DEVELOPMENT DIRECTOR



SUBJECT: RECOMMENDATION TO AWARD A PROFESSIONAL SERVICES AGREEMENT IN THE AMOUNT OF \$456,783.00 TO DUDE SOLUTIONS INC. FOR PERMIT TRACKING AND REPORTING SOFTWARE SERVICES AND SUBSCRIPTION

MEETING

DATE: SEPTEMBER 26, 2018

SUMMARY RECOMMENDATION:

That the City Council award a Professional Services Agreement in the amount of \$456,783.00 to Dude Solutions for Permit Tracking and Reporting Software Services and Subscription

BACKGROUND:

At the meeting of March 14, 2018, the City Council awarded a professional services agreement to Paladin Data Systems for a new permit tracking software entitled "Smart Gov". On July 31, 2018, the City was formally notified that Dude Solutions had completed an acquisition of Paladin Data Systems, Inc. The purpose of this action by the Council is to re-adopt the former professional services agreement and subscription license, as well as the original scope of work and valuation, in the name of the new entity.

In undertaking this revised transaction, Dude Solutions has proposed, and the City Attorney reviewed and consented to, revisions to the indemnity provisions of the PSA in 10.2.

FISCAL IMPACT/SOURCE OF FUNDING:

The FY18/FY19 budget contains funding for the "SmartGov" program. No additional authorization of funding beyond that previously approved under the original PSA with Paladin Data Systems is initiated by this request. To date, the City has expended \$132,435.99 out of the \$456,783.00 originally authorized.

REQUESTED ACTION:

That the City Council award a Professional Services Agreement in the Amount of \$456,783.00 to Dude Solutions, Inc. for Permit Tracking and Reporting Software Services and Subscription.

ATTACHMENTS:

Exhibit A - Professional Services Agreement with Dude Solutions, Inc.

Professional Services Agreement
(City of Calabasas/Dude Solutions, Inc.)

PROFESSIONAL SERVICES AGREEMENT FOR CONSULTANT SERVICES
(City of Calabasas /Dude Solutions, Inc.)

1. IDENTIFICATION

This PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into as of the last date indicated below by and between the City of Calabasas, a California municipal corporation (“City”), and Dude Solutions Inc., a Delaware corporation (“Consultant”) (collectively, “parties”).

2. RECITALS

- 2.1 City has determined that it requires the following professional services from a consultant: Permit Tracking and Reporting Software.
- 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.
- 2.3 Consultant is a corporate successor to Paladin Data Systems Corporation and the City and Consultant are entering into this agreement to supersede the City’s prior agreement with Paladin Data Systems Corporation.

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” means such professional services as are set forth in Consultant’s predecessor’s Revised, January 23, 2018, Cost Proposal to City attached hereto as “Exhibit A” and fully incorporated herein by this reference.
- 3.2 “Approved Fee Schedule” means such compensation rates as are set forth in Consultant’s predecessor’s Revised, January 23, 2018, Cost Proposal to City, Exhibit A. This fee schedule shall remain in effect for the duration of the implementation of SMARTGOV SaaS under this Agreement, with the fee schedule expressly fixed for the first three years after the Commencement Date, and thereafter may be adjusted annually based on the increase in the U.S. Department of Labor, Bureau of Labor Statistics Consumer Price Index (CPI) for the Los Angeles-Riverside Orange County Area for the 12-month period preceding each annual renewal period. The initial three-year period of fixed fees and thereafter annual increases based

Professional Services Agreement
(City of Calabasas/Dude Solutions, Inc.)

on the increase in the U.S. Department of Labor, Bureau of Labor Statistics Consumer Price Index (CPI) for the Los Angeles-Riverside Orange County Area for the 12-month period preceding each annual renewal period shall apply both for this Professional Services Agreement and for the Software as a Service Agreement.

- 3.3 "Commencement Date" means September 26, 2018.
- 3.4 "Termination Date" means the date established under section 18. TERMINATION of this agreement.
- 3.5 "City Agreement Administrator" means Sparky Cohen, Building Official
- 3.6 "Consultant Project Administrator" means Jeff Pavey.
- 3.7 "Software as a Service Agreement" means the Dude Solutions Inc. Master SaaS Subscription and Professional Services Agreement, attached hereto as Exhibit B and fully incorporated herein by reference, entered into between the City and Consultant, as successor to Dude Solutions, Inc.

4. TERM

The term of this Agreement shall commence at 12:00 a.m. on the Commencement Date and shall terminate at 11:59 p.m. on the Termination Date in accordance with Section 18 ("Termination") below.

5. CONSULTANT'S SERVICES

- 5.1 Time is of the essence in Consultant's performance of services under this Agreement.
- 5.2 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.
- 5.3 Consultant shall perform all work to the highest standards of Consultant's profession and in a manner reasonably satisfactory to City. Consultant shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*).
- 5.4 Consultant represents that it has advised City in writing prior to the date of signing this Agreement of any known relationships with third parties, City Council

Professional Services Agreement
(City of Calabasas/Dude Solutions, Inc.)

Members, or employees of City which would (1) present a conflict of interest with the rendering of services under this Agreement under Government Code Section 1090, the Political Reform Act (Government Code Section 81000 *et seq.*), or other applicable law, (2) prevent Consultant from performing the terms of this Agreement, or (3) present a significant opportunity for the disclosure of confidential information.

- 5.5 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.
- 5.6 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. Jeff Pavey shall be the Consultant Project Administrator and shall have direct responsibility for management of Consultant's performance under this Agreement. No other person shall serve as Consultant Project Administrator without City's prior written consent.
- 5.7 This Agreement covers professional services of a specific and unique nature. Exhibit B, Dude Solutions Inc. Master SaaS Subscription and Professional Services Agreement covers software as a service (SaaS). Except as otherwise provided herein, Consultant shall not assign or transfer its interest in this Agreement or subcontract any services to be performed without amending this Agreement.
- 5.8 Consultant shall be responsible to City for all services to be performed under this Agreement. Consultant shall be liable and accountable for any and all payments, compensation, and federal and state taxes to all subconsultants performing services for them under this Agreement. City shall not be liable for any payment, compensation, or federal and state taxes for any of Consultant's subconsultants.
- 5.9 Consultant shall notify the City Agreement Administrator, in writing, of any change in name, ownership or control of Consultant. Change of ownership or control of Consultant's firm may require an amendment to the Agreement.
- 5.10 This Agreement is not subject to prevailing wage law.

6. COMPENSATION

- 6.1 City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept payment in accordance with the Approved Fee Schedule in full satisfaction for such professional and one time professional services. City agrees the annual renewal fees for the SaaS Subscription shall be in accordance with Exhibit B Dude Solutions Inc. Master SaaS Subscription and Professional Services Agreement. City and Consultant further agree that the Approved Fee Schedule and fees for this Agreement and the annual renewal fees for the SaaS Subscription shall be expressly fixed for the first three years after the Commencement Date and thereafter may be adjusted annually based on the increase in the U.S. Department of Labor, Bureau of Labor Statistics Consumer Price Index (CPI) for the Los Angeles-Riverside Orange County Area for the 12-month period preceding each annual renewal period, as specified in Section 3.2 of this Agreement and Section 5.7 of the Software as a Service Agreement.
- 6.2 Consultant shall submit to City an invoice, on a monthly basis or less frequently, for services performed pursuant to this Agreement. Each invoice shall identify the maximum amount payable above, the services rendered during the billing period, the amount due for the invoice, and the total amount previously invoiced. All labor charges shall be itemized by employee name and classification/position with the firm, the corresponding hourly rate, the hours worked, a description of each labor charge, and the total amount due for labor charges. City shall not withhold applicable taxes or other payroll deductions from payments made to Consultant except as otherwise required by law. Consultant shall include a copy of each subconsultant invoice for which reimbursement is sought in the invoice.
- 6.3 The parties agree to meet and confer at mutually agreeable times to resolve any disputed amounts contained in an invoice submitted by Consultant.
- 6.4 Payments for any services requested by City and not included in the Scope of Services may be made to Consultant by City on a time-and-materials basis pursuant to the Approved Fee Schedule and without amendment of this Agreement, so long as such payment does not cause the maximum amount payable above to be exceeded.
- 6.5 Consultant agrees to invoice the City for fees as described in Exhibit A, in two billings. Initial payment of \$104,801 invoiced upon contract execution. Payment one covers 1) the annual subscription; 2) three connectors including Parcel, GIS, and Financial; and 3) the data migration. The second payment, invoiced July 1, 2018, includes the remaining connectors, ePlan Check implementation, travel and professional service hours, other than data migration, delivered through July 1,



Professional Services Agreement
(City of Calabasas/Dude Solutions, Inc.)

2018. All remaining unbilled professional services and travel delivered after July 1, 2018, will be invoiced monthly as work is performed.

- 6.6 Consultant agrees that City's obligation to pay any amount invoiced under this Agreement or the Software as a Service Agreement shall be suspended for any period of time during which the Consultant fails to maintain current certificates of insurance or other adequate proof of current insurance, which may include a letter from Consultant's insurance carrier, on file with the City proving that Consultant has sufficient insurance to meet the insurance coverage requirements of Section 11. Upon correction of such failure, City will pay amounts invoiced that are in accord with the terms of this Agreement within 30 days if Consultant is not in default under this Agreement.

7. OWNERSHIP OF WRITTEN PRODUCTS

Subject to Section 6.3 Ownership of Exhibit B, Dude Solutions Inc. Master SaaS Subscription and Professional Services Agreement, all reports, documents or other written material, and all electronic files, including computer-aided design files, developed by Consultant in the performance of this Agreement (such written material and electronic files are collectively known as "written products") shall be and remain the property of City without restriction or limitation upon its use or dissemination by City except as provided by law. 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. City and Consultant agree that all data provided by the City, its officials, employees, contractors, and any other user of the software, including any data provided by any member of the general public shall remain the sole property of the City. City hereby grants a non-exclusive license to Consultant to use said data for the purposes of performing its obligations under this Agreement and under the Software as a Service Agreement.

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.

Under no circumstances shall Consultant look to the City as its employer. Consultant shall not be entitled to any benefits. City makes no representation as to the effect of this independent contractor relationship on Consultant's previously earned California Public Employees Retirement System ("CalPERS") retirement benefits, if any, and Consultant specifically assumes the responsibility for making such a determination. Consultant shall be responsible for all reports and obligations including, but not limited to: social security taxes, income tax withholding,

unemployment insurance, disability insurance, workers' compensation, and other applicable federal and state taxes.

9. AGREEMENT ADMINISTRATOR

In performing services under this Agreement, Consultant shall coordinate all contact with City through its City Agreement Administrator. City reserves the right to change this designation upon written notice to Consultant. All services under this Agreement shall be performed at the request of the City Agreement Administrator, who will establish the timetable for completion of services and any interim milestones.

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, reasonable attorneys' fees, litigation costs, taxes, or any other cost due to personal injury, including death, or property damage to the extent arising from the negligent act or omissions or willful misconduct of the Consultant. Accordingly, the parties intend the provisions of this indemnity provision to be interpreted and construed to provide the City with the fullest protection possible under the law. Consultant acknowledges that City would not enter into this Agreement in the absence of Consultant's commitment to indemnify and protect City as set forth herein.
- 10.2 To the fullest extent permitted by law, Consultant shall indemnify, hold harmless, and when the City requests with respect to a claim provide a deposit of up to \$50,000 for the defense of, and defend City, its officers, agents, employees and volunteers from and against any and all claims, losses, costs and expenses for any damage due to death or injury to any person, whether physical, consequential or otherwise, and injury to any property arising out of or in connection with Consultant's alleged negligence, recklessness or willful misconduct or other wrongful acts, errors or omissions of Consultant or any of its officers, employees, servants, agents, or subcontractors, or anyone directly or indirectly employed by either Consultant or its subcontractors, in the performance of this Agreement or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole active negligence or willful misconduct of the City. Such costs and expenses shall include reasonable attorneys' fees due to counsel of City's choice, expert fees and all other expenses of litigation. Consultant shall not be entitled to any refund of attorneys' fees, defense costs or expenses in the event that it is adjudicated to have been non-negligent.
- 10.3 City shall have the right to offset against 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 of

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(City of Calabasas/Dude Solutions, Inc.)

this Agreement and any amount due City from Consultant arising from Consultant's failure either to (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 of this Agreement are not limited by the provisions of any workers' compensation or similar statute. Consultant expressly waives its statutory immunity under such statutes 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 Section 10 of this Agreement 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. If Consultant fails to obtain such indemnity obligations from others, Consultant agrees to indemnify, hold harmless and defend City, its officers, agents, employees and volunteers from and against any and all claims, losses, costs and 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 Consultant's indemnity obligation under this Section 10 shall be limited to, and shall not exceed, One Million Dollars (\$1,000,000) that is provided and insurable under the Consultant's insurance policies. 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, including the Consultant's obligation to indemnify the City, applies up to the limit stated in this section.
- 10.7 In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.
- 10.8 Notwithstanding any federal, state, or local policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation,

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(City of Calabasas/Dude Solutions, Inc.)

benefit, or any incident of employment by City, including but not limited to eligibility to enroll in CalPERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for CalPERS benefits.

- 10.9 To the fullest extent permitted by law, City shall indemnify, hold harmless, and defend Consultant, its officers, agents, employees and volunteers from and against any and all claims, losses, costs and expenses for any damage due to death or injury to any person, whether physical, consequential or otherwise, and injury to any property arising out of or in connection with City's alleged recklessness or willful misconduct of City or any of its officers, employees, servants, or agents, or anyone directly employed by City, in the performance of this Agreement, except such loss or damage which is caused by the sole active negligence or willful misconduct of the Consultant.

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.
- 11.2 Any available insurance proceeds broader than or in excess of the specified minimum Insurance coverage requirements or limits shall be available to City as an Additional Insured as provided below. Furthermore, the requirements for coverage and limits shall be the greater of (1) the minimum coverage and limits specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of any Insurance policy or proceeds available to the named Insured.
- 11.3 Insurance required under this Agreement shall be of the types set forth below, with minimum coverage as described:
- 11.3.1 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.
- 11.3.2 Automobile Liability Insurance for vehicles used in connection with the performance of this Agreement with minimum limits of One Million Dollars (\$1,000,000) per claimant and One Million dollars (\$1,000,000) per incident.

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- 11.3.3 Worker's Compensation insurance if and as required by the laws of the State of California.
- 11.3.4 Professional Errors and Omissions Insurance with coverage limits of not less than One Million Dollars (\$1,000,000).
- 11.4 Consultant shall require each of its subconsultants to maintain insurance coverage that meets all of the requirements of this Agreement provided however, that the City Agreement Administrator may waive the provision of Errors and Omissions Insurance by subconsultants in his or her sole discretion.
- 11.5 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.
- 11.6 Consultant agrees that if it does not keep the insurance coverages required by this Agreement in full force and effect, City may either (i) immediately terminate this Agreement; or (ii) take out the necessary insurance and pay the premium(s) thereon at Consultant's expense.
- 11.7 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 required coverages are in effect and naming City and its officers, employees, agents and volunteers as Additional Insureds. Prior to commencement of work under this Agreement, Consultant shall file with City's Risk Manager such certificate(s) and Forms CG 20 10 07 04 and CG 20 37 07 04 or the substantial equivalent showing City as an Additional Insured.
- 11.8 Consultant shall provide proof that policies of insurance required by this Agreement 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. Consultant agrees that, as stated in Section 6.6, City's obligation to pay any amount invoiced under this Agreement or the Software as a Service Agreement shall be suspended for any period of time during which the Consultant fails to maintain current certificates of insurance or other adequate proof of current insurance, which may include a letter from Consultant's insurance carrier, on file with the City proving that Consultant has sufficient insurance to meet the insurance coverage requirements of Section 11.
- 11.9 The general liability and automobile policies of insurance required by this Agreement shall contain an endorsement naming City and its officers, employees, agents and volunteers as Additional Insureds. All of the policies 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

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agrees to provide the 30-day notice of cancellation endorsement from each insurance carrier.

- 11.10 The insurance provided by Consultant shall be primary to any other 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.
- 11.11 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.
- 11.12 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 in the amount of the deductible or self-insured retention to guarantee payment of losses and expenses.
- 11.13 Procurement of insurance by Consultant shall not be construed as full performance of Consultant's duties to indemnify, hold harmless and defend under Section 10 of this Agreement. Consultant's limitation of liability shall be in accordance with Section 11, Exhibit B, Dude Solutions Inc. Master SaaS Subscription and Professional Services Agreement, and shall be set at One Million Dollars (\$1,000,000).
- 11.14 Consultant may be self-insured under the terms of this Agreement only with express written approval from the City.
 - 11.14.1 All self-insured retentions (SIR) must be disclosed to the City for approval and shall not reduce the limits of liability.
 - 11.14.2 The Commercial General Liability and Automobile Insurance Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named Insured or the City.
- 11.15 City reserves the right to obtain a full certified copy of any Insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of the right to exercise later.

12. MUTUAL COOPERATION

Professional Services Agreement
(City of Calabasas/Dude Solutions, Inc.)

- 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 If any claim, action, or proceeding is brought against City relating to Consultant's performance in connection with this Agreement, Consultant shall render any reasonable assistance that City may require in the defense of that claim, action, or proceeding.

13. 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.

14. RECORDS AND INSPECTIONS

Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement. All such documents shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of City. City shall further have the right to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.

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

15. PERMITS AND APPROVALS

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

16. 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

DS
BC

Professional Services Agreement
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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:

Sparky Cohen

Building Official

100 Civic Center Way

Calabasas, 91302

Telephone: (818) 224-1600

Facsimile: (818) 225-7329

With courtesy copy to:

Scott H. Howard, City Attorney

Colantuono, Highsmith & Whatley, PC

790 E. Colorado Blvd, Suite 8500

Pasadena, California 91101

Telephone: (213) 542-5700

Facsimile: (213) 542-5710

If to Consultant:

Melissa Buchanan, Contracts Manager

Dude Solutions Inc.

11000 Regency Pkwy., Suite 110

Cary, NC 27518

Telephone: (919) 816-8237

Email:melissa.buchanan@dudesolutions.com

17. SURVIVING COVENANTS

The parties agree that the covenants contained in Section 10, Section 13, Paragraph 12.2 and Section 14 of this Agreement shall survive the expiration or termination of this Agreement.

18. TERMINATION

18.1 During the first three years after the Commencement Date of this Agreement, the City may terminate this Agreement for cause after thirty calendar days' written notice to Consultant, if the Consultant has not cured the breach of this Agreement to the City's satisfaction in that thirty calendar day period. After the expiration of the initial three year period, City may terminate this Professional Services Agreement for any reason, whether or not for cause, on thirty calendar days' written notice to Consultant. After the expiration of the initial three year period, Consultant may terminate this Professional Services Agreement for any reason on thirty calendar days' written notice to City. Consultant agrees to cease all work under this Professional Services Agreement on or before the effective date of any notice of termination. All City data, documents, objects, materials or other tangible things shall be promptly returned to City upon the termination or expiration of this Professional Services Agreement.

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(City of Calabasas/Dude Solutions, Inc.)

18.2 If City terminates this Professional Services 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 as provided in Section 5.2 above and as otherwise provided in this Agreement.

18.3 Termination of the SaaS Subscription shall be in accordance with Exhibit B, Dude Solutions, Inc. Master SaaS Subscription and Professional Services Agreement.

19. GENERAL PROVISIONS

19.1 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.

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

19.3 The captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are 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 shall govern 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 and vice versa, in any place or places herein in which the context requires such substitution(s).

19.4 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 any other 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 signed by one authorized to bind the party to be charged with the waiver.

19.5 Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence, in City's sole judgment, that such failure was due to causes beyond the control and without the fault or negligence of Consultant.

19.6 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

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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 from 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 or all of such other rights, powers or remedies. If legal action shall be necessary to enforce any term, covenant or condition contained in this Agreement, the party prevailing in such action, whether or not reduced to judgment, shall be entitled to its reasonable court costs, including any accountants' and attorneys' fees expended in the action. The venue for any litigation shall be Los Angeles County, California and Consultant hereby consents to jurisdiction in Los Angeles County for purposes of resolving any dispute or enforcing any obligation arising under this Agreement.

19.7 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.

19.8 This Agreement shall be governed and construed in accordance with the laws of the State of California.

19.9 All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement, including Exhibit B, the Dude Solutions Inc. Master SaaS Subscription and Professional Services Agreement. In the event of any material discrepancy between the provisions of this Agreement and those of any document incorporated herein by reference including Exhibit B, the Dude Solutions, Inc. Master SaaS Subscription and Professional Services Agreement, 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 here from shall be effective and binding only if made in writing and executed on behalf of the City and Consultant.

19.10 Consultant shall not discriminate against any employee or applicant for employment because of race, sex (including pregnancy, childbirth, or related medical condition), creed, national origin, color, disability as defined by law, disabled veteran status, Vietnam veteran status, religion, age (40 and above), medical condition (cancer-related), marital status, ancestry, or sexual orientation. Consultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to race, sex (including pregnancy,

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childbirth, or related medical condition), creed, national origin, color, disability as defined by law, disabled veteran status, Vietnam veteran status, religion, age (40 and above), medical condition (cancer-related), marital status, ancestry, or sexual orientation. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; or in terms, conditions or privileges of employment, and selection for training, Consultant agrees to post in conspicuous places, available to employees and applicants for employment, the provisions of this nondiscrimination clause.

TO EFFECTUATE THIS AGREEMENT, the parties have caused their duly authorized representatives to execute this Agreement as of the last date indicated below:

“City”

“Consultant”

Dude Solutions, Inc.

By _____
Fred Gaines, Mayor

DocuSigned by:
Brian Carter
By: _____
#FEM64089494EF...
Brian Carter, Senior Vice President of Sales

Date: _____

Date: 9/11/2018

Attest:

By: _____
Dr. Gary Lysik, City Manager

By _____
Marcela Hernandez, MMC
City Clerk

Date: _____

Date: _____

By: _____
Maureen Tamuri, Community Development Dir.

Date: _____

Approved as to form:

By _____
Scott H. Howard, City Attorney

Date: _____

**“EXHIBIT A”
SCOPE OF WORK**

NY  ^{DS}
BC



CITY of CALABASAS

SMARTGOVTM

**City of Calabasas
Permit Tracking and Reporting Software
Cost Proposal
Revised 1-9-18**

Permit Tracking and Reporting Software
Request for Cost Proposal
Calabasas, CA
October 19, 2017

Paladin Data Systems Corporation
Proposal Contact: Jeff Pavey
360-394-5930 | jpavey@paladindata.com
19362 Powder Hill Place NE | Poulsbo, WA | 98370

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1. Introduction Letter

October 19, 2017

Revised – January 9, 2018

Sparky Cohen
Building Official
City of Calabasas
100 Civic Center Way
Calabasas, CA 91302

Re: Permit Tracking and Reporting Software Request for Cost Proposal

Dear Mr. Cohen,

Please accept this Cost Proposal for Paladin Data System's enterprise permit tracking and reporting software, SMARTGOV. SMARTGOV provides end-to-end support for permit tracking and reporting processes executed by the City's Building and Safety Division, Planning Division, Code Enforcement Section, Public Works Department, and Finance Departments. This proposal outlines all costs, cost details, and associated considerations necessary to host, implement, and maintain SMARTGOV.

This revised Cost Proposal adds a section outlining the 1/9/18 revisions.

For questions and comments, please contact me directly or proposal contact, Jeff Pavey. Jeff's contact information is: 360-394-5930/jpavey@paladindata.com.

Sincerely,

Jim Nall
CEO
360-394-5993

2. Revisions

Paladin applied the following revisions to the original Cost Proposal

1. Section 1, *Introduction Letter*
Changed signatory from VP Ed Hallda to CEO to Jim Nall.
2. Section 3, *Cost Proposal*
Page 5, 1st Paragraph: Added a paragraph at the start of the section providing an overview of the cost categories.
3. Section 3.1, *Changes to the Cost table*
 - a. Changed quote expiration from 11/30/17 to 3/15/18.
 - b. Changed Memo field
 - c. Changed data migration hours from X to X (if necessary)
 - d. Removed/added connectors X, Y, Z (If necessary)
4. Section 3.2, Page 5: *Cost Table Description*
 - **Payment Schedule and Rates**
Page 6, 1st Paragraph: Changed payment terms to reference final contract terms.
 - **Annual SaaS**
Page 6, 1st Bullet under this Section: Removed unlimited user option.
 - **Professional Services**
 - Page 7, 1st Paragraph: Added, "final negotiation and analysis" to list of techniques used to determine professional service estimates.
 - Page 7, 1st Paragraph: Removed, "Paladin bid estimates are conservative (high) to ensure jurisdiction most information possible when considering options".
5. Section 4.4, *User Cost:*
Page 10: Removed reference to unlimited user option.

3. Cost Proposal

The cost for SMARTGOV fall within three categories including annual subscription or SaaS, one time fees, and professional services. The cost table provides subtotals for each category in the order listed here from top to bottom. The proposal provides a description of each category in section 3.2 below.

3.1 Table

The cost estimate consists of three elements: annual subscription cost (SaaS), one-time fees,

Quantity	Units	Item	Term	Amount
1	Site	SG Annual Subscription - 32 Users	Subscription	\$34,938.00
1	Site	SMARTGOV Citizen Portal	Subscription	\$8,063.00
8	User	SG Mobile Inspect	Subscription	\$3,600.00
8	User	SG E-PlanCheck Digital Plan Review	Subscription	\$11,200.00
		Subtotal: Annual Subscription		\$57,801.00
1	Site	SG SMARTConnect GIS via Digital Maps	One Time	\$5,000.00
1	Site	SG SMARTConnect Financial	One Time	\$5,000.00
1	Site	SG SMARTConnect Parcel/Addressing via Digital Maps	One Time	\$5,000.00
1	Site	SG SMARTConnect Merchant	One Time	\$5,000.00
1	Site	SG SMARTConnect ECM-Laserfiche	One Time	\$5,000.00
1	Site	SG Custom SMARTConnector - ATC 20	One Time	\$9,600.00
1	Site	SG Custom SMARTConnector - Public Stuff	One Time	\$12,380.00
1	Site	SG Custom SMARTConnector - CHIRD	One Time	\$9,600.00
1	Pack	E-PlanCheck Implementation: -SMARTGOV Connector -Configuration and Web Training (8 hrs) -Documentation	One Time	\$5,420.00
		Subtotal: One time fees		\$61,980.00
150	Hour	SG Data Migration	Professional Services	\$24,000.00
165	Hour	SG Configuration	Professional Services	\$26,400.00
40	Hour	SG Onsite Training	Professional Services	\$8,000.00
50	Hour	Post Go -Live System Optimization	Professional Services	\$8,000.00
		Subtotal: Professional Services		\$66,400.00
1	Site	Travel & Expenses (estimate only)	Travel	\$5,000.00

Draft Final SO: Cost proposal updated on 1-9-18. Changes to this Sales Order include: 1) updating the expiration date from 11-30-17 to 3-15-18; 2) (fill in update to connectors if any and data migration estimate if any).

Total Investment = \$191,181.00

Total Annual Renewal: \$57,801.00

and Paladin professional implementation services. Details provided in section 2.2 below.

3.2 Cost Table Description

Payment Schedule and Rates

Schedule: See payment terms under Section 6 of the final contract.

Professional Service Rates:

- Training - \$200/hr
- All Other Services - \$160/hr

Annual SaaS – 32 User Total (\$57,801) / Unlimited User Total (\$75,393)

The SaaS total is a combination of the following:

- Named User SaaS – The named user SaaS provides secure access for up to 32 full-time for \$ 34,938 or unlimited for \$52,530 depending on the City's preference.

The user Subscription includes SMARTGOV core functionality—Permitting (Building, Planning/Zoning, Public Works, Fire), Inspections, Code Enforcement, Plan Review, Recurring Inspections (Fire Inspections), GIS, Cashiering, Reporting, and System Administration.

- SMARTGOV Citizen Portal –The Citizen Portal provides online citizen access. Total cost \$8,063.
- SMARTGOV Mobile App - The proposal includes a mobile application for up to 6 field inspectors and or code enforcement officers for a total of \$3,600.
- EPlanCheck (EPC) Digital Markup Module- The proposal includes up to 8 users for the digital markup plan review module for \$11,200 or \$1,400/user.

In addition to the above features, SMARTGOV SaaS provides for unlimited data storage; help desk from 5AM – 5PM (PST); and complete software monitoring and maintenance.

One Time Fees – Total (\$61,980)

One time fees are setup costs for connectors and for the SMARTGOV's integrated digital markup module.

SMARTConnectors: Connectors allow SMARTGOV to exchange data with other third-party applications. Connectors require a one-time fixed costs per connector. The proposal includes 5 standard connectors and 3 custom connectors for a total of \$56,560. The connectors are described below in section 3.6.6 below.

Standard Connector

- GIS - \$5,000
- Financial - \$5,000
- Parcel - \$5,000
- Merchant Services - \$5,000
- Laserfiche - \$5,000

Custom Connectors

- ATC 20 - \$9,600
- Public Stuff - \$12,360
- CHIRD - \$9,600

E-PlanCheck Implementation: The E-PlanCheck implementation package costs \$5,420 provides all set up, documentation, and training for the digital markup module.

Professional Services - Total (\$66,400)

The professional service estimates are based on information garnered through the RFQ process and onsite presentations; independent research; experience implementing jurisdictions of similar size and complexity; and final negotiation and analysis.

Professional services include the following components:

- Data Migration - SMARTGOV data migration experts will convert and migrate the City's Edgesoft legacy data. Total estimate is 150 hours (\$24,000).
- System Configuration – The system setup and configuration includes a business process analysis and associated configuration to apply the City's business rules to SMARTGOV. Configuration comprises setup of departments; users; security; reports; fees; and templates for each permit, code enforcement type, and inspection types. The proposal includes 165 hours of services
- Onsite Training – Paladin provides 40 hours (\$8,000) of comprehensive onsite training for all users for core SMARTGOV modules. Note, digital markup module training is included as a onetime fee.
- Post Go-Live Optimization – Post go-live optimization includes 50 (\$8,000) hours of professional services reserved for refinements following the launch of the new system. These hours may or may not be required but provide an additional resources if necessary.

4. Bid Considerations

4.1 Server on-demand hosting solution

SMARTGOV is specifically architected for the cloud and optimized for Amazon Web Services (AWS). Through AWS, Paladin offers SMARTGOV as a web-based, cloud-hosted community development platform deployed as an annual Software as a Service (SaaS) or on-demand subscription model. This SaaS delivery functions independent of the City's hardware environment. SMARTGOV does not require any third-party software applications or plug-ins; City staff and citizens access SMARTGOV via any Internet browser (e.g. Chrome, Firefox, Internet Explorer, and Safari). All data transfers through encrypted HTTPS protocol.

SMARTGOV's SaaS application leverages cloud-based resource pooling combined with world class platform efficiencies of the Amazon Web Services (AWS) cloud. Through AWS, SMARTGOV offers the following:

- Multi-tenancy
- Predictable total cost of ownership
- Rapid elasticity/scalability
- Real-time monitoring
- Regularly delivered, vendor-managed updates
- Faster deployments
- Data redundancy
- Resource pooling
- World-class security

4.2 Data Migration, Laserfiche Integration

4.2.1 Data Migration

SMARTGOV implementation specialists convert and migrate existing Edgesoft legacy data into SMARTGOV based on the City's specific requirements. Data conversion is an iterative process consisting of data mapping, execution, validation by the City, and refinement. Prior to migration, Paladin conducts an in depth analysis of the data and the City's requirements to confirm assumptions and if necessary refine the estimate. The data migration process is described in detail in Section 3.6 of the RFQ.

4.2.2 Laserfiche Integration

SMARTGOV provides an API (Application Programming Interface) interface with the Laserfiche Document Management system allowing the City to transfer documents and plans between SMARTGOV and Laserfiche.

4.2.3 SMARTGOV Installation and Integration

Paladin provides all services necessary to integrate or implement SMARTGOV to mirror the City's unique business rules and processes. The SMARTGOV integration or implementation process consist of four phases, each with defined activities and associated deliverables. The four phases includes all activities necessary to plan the project, migrate legacy data, configure the application, set up interfaces or connectors, provide training, and perform post go live refinements. See the RFQ response Section 3.2 for a detailed description of SMARTGOV implementation process. Because SMARTGOV is cloud hosted, there is no need for installation onto City servers or computers.

4.2.4 Ongoing Support and Maintenance

Paladin user support includes Help Desk, case tracking, and help documentation, all is included as part of the annual subscription. The SMARTGOV support team consists of 5 dedicated support personnel and additional technical resources as needed. The SMARTGOV incident response team engages immediately, depending on the severity of the issue. The service desk enters issues as cases, logging the issue, response time, remedies, resolutions, and final outcome. Paladin's dedication to prompt, personal, and effective support sets us apart.

Phone Number and Online Support

Paladin help technicians provide SMARTGOV Service Desk support. The Service Desk covers assistance with the features, functions, and usage of the SMARTGOV system. Users receive consistent guidance and advice in addition to dependable restoration of regular services. Users can access the Service Desk by phone from 5:00 AM – 5:00 PM (PST) Monday through Friday and 24/7 using email and via the web.

Calls received after office hours are forwarded to the Customer Service representative on call. Email requesting support is monitored 5:00 A.M. PST to 5:00 P.M. PST Monday through Friday. Emails received outside of office hours will be collected, however no action can be guaranteed until the next working day.

Remote Assist

Remote Assist allows specially trained Service Desk technicians to remotely access end-user systems to evaluate and resolve incidents. A specially trained Service Desk technician will take, with end-user permission, virtual control of the user's desktop to perform a hands-on investigation of the incident and to determine a resolution. This service includes capabilities such as configuration changes, file updates, driver updates, and software reinstallation. Remote Assist services are stringently managed according to security best practices and standards. During the session, the user can observe exactly what the Service Desk technician is doing and can terminate the session at any time.

Site Support

Site support is available to users when remote support may not be effective. Site support provides on-site personnel who can address infrastructure, hardware, and software needs as appropriate.

User and Administrative Documentation

Paladin provides all user and administrative documentation needed to be successful with SMARTGOV, from initial training to Release Notes whenever a new release is issued.

Ongoing Software Maintenance

The SMARTGOV subscription includes system administration, performance monitoring, maintenance, and product upgrades at no additional cost. Maintenance includes:

- Continuous improvement releases, patches, hot fixes, and enhancements. Paladin provides notification 24 hours prior to regular system maintenance and distributes *Release Notes* to inform all SMARTGOV clients of new features, bug fixes, and other security-related information.
- Paladin's automated release process greatly reduces lengthy down times and missed procedural deployments that are common with traditional on-premises hosted applications.
- Paladin regularly adds new SMARTGOV features and enhancements, incorporated immediately through the cloud-based deployment.

- Paladin engineers proactively monitor the cloud network 24x7 to ensure consistent product performance by regions across the U.S. and respond immediately to performance issues.

4.3 Data Storage and Backup provisions

The SMARTGOV annual subscription includes unlimited data storage and state of the art security provided by AWS. AWS replicates critical system components across multiple Availability Zones ensuring high availability both under normal circumstances and during disasters such as fires, tornadoes, or floods. Availability Zones consist of one or more discrete data centers, each with redundant power, networking, and connectivity and housed in separate facilities. Each AWS Availability Zone runs on its own independent infrastructure, engineered to be highly reliable so that even extreme disasters or weather events only affect a single Availability Zone. The data centers' electrical power systems are fully redundant and maintainable without impact to operations. Common points of failure, such as generators, UPS units, and air conditioning, are not shared across Availability Zones.

AWS plans for failure by maintaining contingency plans and regularly rehearsing responses. AWS regularly perform preventative maintenance on generators and UPS units to ensure that equipment is ready when needed. AWS also maintain a series of incident response plans covering both common and uncommon events, and update them regularly to incorporate lessons learned and prepare for emerging threats. In the days leading up to a known event such as a hurricane, AWS makes preparations such as increasing fuel supplies, updating staffing plans, and adding provisions like food and water to ensure the safety of the support teams. Once it is clear that a storm will impact a specific region, the AWS team executes the response plan and posts updates to the Service Health Dashboard throughout the event.

AWS guarantees data durability of 99.9999999999 percent.

4.4 User Cost

This cost proposal includes 32 standard users for \$1092 for each user or a total of \$34,938. The total annual subscription that includes the Citizen Portal, 6 users for the Mobile App, and 8 users for the digital markup is \$57,393.00.

Paladin offers an option for unlimited standard users for a user cost of \$52,530. The total subscription for unlimited users is \$75,366.

4.5 Training

This cost proposal includes 40 hours for comprehensive training for all users and 8 hours for digital markup training. Paladin charges \$200 per hour for standard training and the 8 hours of digital markup training is included as part of digital markup implementation package.

4.5.1 Initial Training

Training covers functions related for all modules and administration. Users learn how to create applications, manage the approval process, assign conditions, collect fees, and create certificates of occupancy, handling the project from submittal to final status.

Inspector Training

Inspector training focuses on the system functionality used in day-to-day inspection activities and the inspection module. Participants learn how to enter and search for permits, document inspection results, schedule inspections, note issues and irregularities, and generate reports.

Inspector training includes training for the mobile app.

Code Enforcement Training

This training focuses on system functionality used by code enforcement officers and/or users who track citizen requests and code violations. Participants learn how to enter and search for cases, note issues and violations, and generate reports.

Code enforcement training includes training for the mobile app.

Technical Implementation Training

SMARTGOV technical training focuses on the City's staff who will administer the program. Since Paladin maintains the software in the AWS cloud, technical training is not required for maintaining the software.

Digital Markup Training

Digital Markup training covers how to use the EPC toolset, features, and how to configured digital plan review workflows. Participants in this training learn how to upload electronic plan review documents and/or receive the documents via the Citizen Portal. After accepting the documents, the user learns how to route the documentation to various departments for time sensitive reviews. Users also learn how to manage planning documents for markup. Corresponding deficiency letters will be generated based on comments entered during the plan review, and users have multiple options for communicating this information to the applicant/contractor.

4.5.2 Post-Deployment Training

Continuing Education

Paladin makes web conferences and/or remote tutorial sessions available to the City. Topics and timing of these sessions will be determined based on the need following the completion of initial training.

In addition to the initial training classes provided during the implementation process, Paladin also provides a selection of ongoing educational opportunities available to all users. This includes onsite training where Paladin professionals conduct training sessions at City facilities, webinar training where refresher courses are offered online, and Paladin-based training for which a group of City staff may come to Paladin headquarters for focused training sessions.

Additional Onsite Training

If the City needs additional training for extended education or additional users above and beyond the named user license, Paladin delivers such training at its current rates. This includes training for non-staff members like the local development community training included in this proposal.

SMART Blog

Paladin initiated a communication/training blog that serves as both a communication vehicle and a training reference for SMARTGOV customers. Distributed on a weekly basis, *SMARTGOV Perspectives* contains tips and training updates for SMARTGOV users (e.g. five-part series on *Best Practices for Automated Permit Processing*).

Self-Service Documentation and Technical Support

SMARTGOV self-help support services allow users to report and resolve incidents on their own with tools they access from their desk.

Online Help Files – Online help links to the HTML version of the product documentation. This method of support can be accessed at any time and reflects the current version of the application.

Context Sensitive Help – Context sensitive help is customizable and enables users to define input narrative and/or field description for each field specific to the requirements and processes within their jurisdiction.

Email Requests – Users may submit email support requests 24/7 to report incidents or request support assistance.

4.6 Product Description

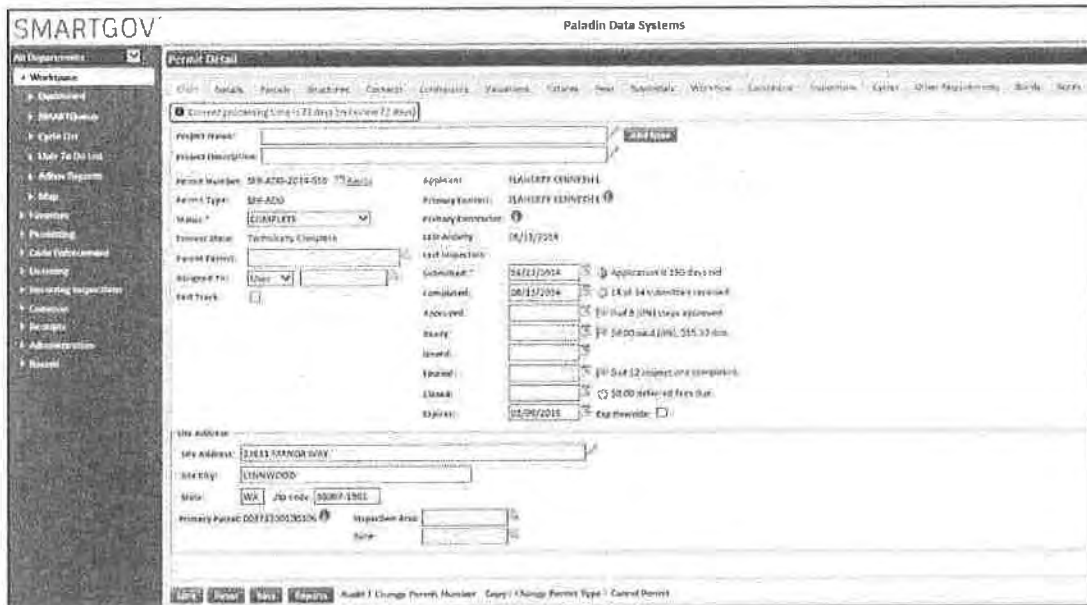
SMARTGOV is an end-to-end solution that supports the intake, processing, delivery, and reporting on an unlimited number of permits and application types. The Suite of SMARTGOV modules include permit and project tracking, workflow and electronic plan review, integrated digital markup, inspections, code enforcement, recurring inspections (for fire permits and inspections), the Citizen Portal, and a mobile app.

4.6.1 Permitting and Planning Module

SMARTGOV supports different permit and application types using pre-defined templates. During implementation, Paladin configures each template with the business rules unique to each application or permit type. Authorized City staff can modify templates as necessary to support changing and evolving processes.

SMARTGOV's Permit and Planning capabilities

- Centralizes permit and project data and monitor contractor license information
- Automates workflow and approval process
- Can define an unlimited number of permit and project types
- Provides collaboration internally between departments or with the customers
- Calculates fees automatically, including charges for late payments and NSF funds
- Reports by permit or project type
- Attaches notes, scanned images, and electronic files to a permit or project
- Manages special zoning and conditional requirements
- Assigns inspections based on geographical area, violation type, or inspector workload
- Integrates with existing GIS systems



Code Enforcement

SMARTGOV supports the City's ability to protect the health and safety of citizens by automating the code enforcement management process. SMARTGOV allows the City to configure and define its workflow processes used to track and manage all activities associated with a complaint or code violations, facilitating a quicker rate of code compliance. Lastly, the SMARTGOV Citizen Access Portal allows citizens to report and track the status of a code enforcement case, anonymously if preferred.

SMARTGOV's Code Enforcement capabilities:

- Centralize case creation, tracking and management
- Track and manage unlimited case types
- Track and manage code violation activities and deadlines
- Identify contacts as parcel owner or violator
- Assign inspections based on geographical area, violation type, or inspector workload
- Track investigations, hearings, and legal actions
- Automatically calculate violation fines
- Make reports available by case type
- Attach notes, scanned images, and electronic files to a case at the detail level
- Create a permanent case history
- Access associated parcel activities
- View case resolution

The following image shows complaint cases in SMARTGOV:

Request List

Searching on: Status: CONVERTED

Records 1 to 15 of 168

Request #	Case #	Description	Location	Parcel #	Requested	Requester	Status	State	Status Date	Assigned To	Due Date
CC-2014-041	CC-2014-041	The neighbor has a dangerous pet angora and I'm afraid it will get out.	1313 Mockingbird Lane E	000000000000	10/17/2014 00:00	*****	CONVERTED	Converted	10/23/2014	Wmanchester	
CC-2014-040	CC-2014-040	These people have a junk car in their yard	11th and Main	000000000000	10/14/2014 00:00	*****	CONVERTED	Converted	10/17/2014	Wmanchester	
CC-2014-039	CC-2014-039	There is a junk car in the yard.	11th and Main	000000000000	10/14/2014 00:00	*****	CONVERTED	Converted	10/16/2014	Wmanchester	
CC-2014-038	CC-2014-038	The neighbor has a junk car in their yard and I know that is against the city ordinance.	11th street NE and Main	000000000000	10/17/2014 00:00	Wille Manchester	CONVERTED	Converted	10/14/2014	Wmanchester	
CC-2014-037	CC-2014-037	Junk vehicle in front yard	near 1st and Sleumba		10/14/2014 00:00	*****	CONVERTED	Converted	10/24/2014	Wmanchester	
CC-2014-036	CC-2014-036	Neighbor is too loud	1 143RD ST SW		10/09/2014 00:00	*****	CONVERTED	Converted	10/20/2014	Wmanchester	
CC-2014-035	CC-2014-035	Small and very annoying dog (is there any other	7 11 at corner	00373300100104	10/08/2014 00:00	*****	CONVERTED	Converted	10/24/2014	Wmanchester	

4.6.2 Inspections, Tracking, and Scheduling

SMARTGOV's user-defined inspection types allow for different inspection checklists and common corrections to be associated with each inspection type. Each permit, project, or code enforcement case type is assigned the appropriate inspection type in the application type template module. This pre-populates each instance with appropriate inspections and task lists. All inspection records serve as a permanent digital record that can be sorted, queried, and accessed quickly and easily at any time. The following image shows a typical inspection page in SMARTGOV.

Inspection - Inspection

Current Inspection Actions Corrections Code References Previous Inspections

Inspection Type: B-ATTICS Primary Contact: WEST TIER DEVELOPMENT Department: BUILDING

Permit Number: SFR-1999030 Site Address: 1625 HIGHLAND TERRACE COURT Inspection Area:

Inspector: Trees: min Required Qualifications:

Inspection Date: 10/23/2014 Duration: min Start Time:

Inspection Status: All Description: Auditing Inspection State: Initial

Scheduling Comment:

Results Test:

Name	Description	Text	StdText	Status	Date	Corrections	Codes
00-0010	Access	<input type="text"/>		PENDING1	<input type="text"/>	<input type="text"/>	<input type="text"/>
00-0020	Ventilation	<input type="text"/>		PENDING1	<input type="text"/>	<input type="text"/>	<input type="text"/>
00-0030	Insulation	<input type="text"/>		PENDING1	<input type="text"/>	<input type="text"/>	<input type="text"/>
00-0040	Conditioned Attic Spaces	<input type="text"/>		PENDING1	<input type="text"/>	<input type="text"/>	<input type="text"/>

Print Max Status Change

4.6.3 Workflow Automation

Each SMARTGOV module contains its own individual and configurable workflow process. The workflows from those permits or code enforcement feed user to-do lists, inspection schedules, building planning, or fire reviews associate to the individual responsible for completing those workflow actions/activities. Users can also monitor their own activities through workflow summaries.

SMARTGOV offers the potential for the City to enjoy completely paperless internal workflows for permitting, licensing, inspections, code enforcement, and plan review, while still allowing manually modifying documentation when needed. The City may still need to provide paper copies to constituents who do not have internet/computer/printer access.

SMARTGOV Workflow Automation will help the City of Calabasas:

- Automate workflows to comply with regulatory time lines, notifications, and record management in accordance with state retention requirements.
- Ability to modify workflow so that reviews, inspections, statuses, and notifications can be modified both automatically or manually based City's needs.
- Provide a customer service interface that will support automated creation of over-the-counter permits.
Automatically issue overdue warnings and other automated notifications to contractors and other system users.

4.6.4 Citizen Portal

The SMARTGOV Citizen Portal provides simple, easy to use means for contractors and the public to apply for permits, review status, pay fees, and schedule inspections. The SMARTGOV portal integrates with the City's existing website via hyperlink, providing citizens with 24-hour online, on-demand access to land management services and information including online application submittal, complaint, and inquiry capabilities.

The City decides what information to make available to the public and which functions to activate, offering greater transparency and easy accessibility for citizens, while reducing operating costs through self-help services. Portal use also shortens the overall life cycles of permit, inspection, or code enforcement violation processes, resulting in increased customer satisfaction while conserving staff resources.

SMARTGOV's Citizen Portal allows public users to:

- Create user login accounts available via any Internet connection or mobile device
- Submit permit applications, including digital documents, digital plans, fee payments, and inspection requests
- View the status of permits, inspections, and violations



- Print reports and required forms
- Access fee information
- View year-to-date statistics
- Request applicable inspections for scheduling
- View daily and pending inspection schedules
- View and respond to digital plan mark-up and comments
- Review real-time plan check comments and inspection results

Secure On-Line Payment

The SMARTGOV Citizen Portal can be configured to interact with various payment gateways to accept credit card transactions. Paladin created connectors to PCI-compliant payment service providers for handling online payments. These PCI-compliant providers have the infrastructure, business rules, and experience to handle security issues and concerns 24x7.

Adjustable Limited Access

The Citizen Portal supports adjustable limited access by allowing the City to determine which content to publish online. An additional contractor-specific web portal transforms the Citizen Portal into a specialized Contractor Portal, accessible to outside users via login and password. The Contractor Portal allows building contractors to filter data specific to their own planning actions and perform specialized permit related functions.

Enhanced Citizen Services

The Citizen Portal offers citizens the convenience of accessing government services and information via the Internet from home or office. Both City staff and public users save time and money by leveraging this SMARTGOV feature.

Configurable Solution

The Citizen Portal adapts to meet the visual interface requirements of the City's existing website. The City defines which data and functionality to make available to the public.

Secure Access to Information

Citizen Portal security prevents unauthorized access or modification of data. Paladin configures the portal to meet specific City security requirements, including control of the information displayed online.

4.6.5 Digital Plan Review and Digital Markup

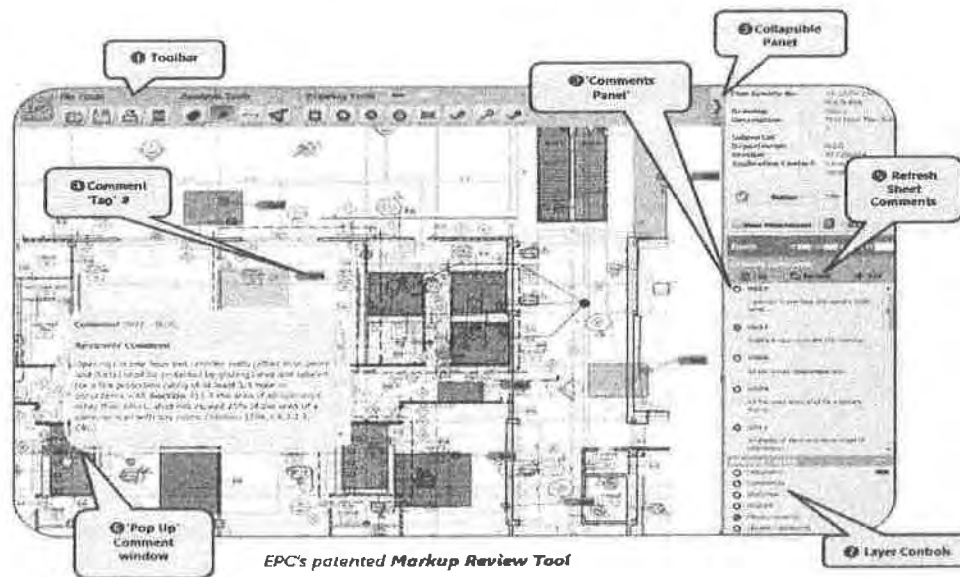
SMARTGOV offers a fully integrated digital plan review module that enables paperless processing of all plan review processes and reporting. The SMARTGOV Citizen Portal provides the means to submit digital plans and drawings online and distribute those documents to the appropriate City staff.

SMARTGOV Plan Review supports all workflow, task routing, approvals, and digital plan review functionality. All associated data is saved in a searchable database for full reporting capabilities. Key features of the electronic document review capabilities include:

- Workflow and task routing facilitate the plan review process
- Concurrent plan reviews by multiple users for reviewing plans simultaneously in real time

- Mark-up and comment on drawings online, which are available to customers via the Citizen Portal for review and deficiencies
- Attach code references to comments and automatically generate code reference/comment document to send to customer
- End users store frequently-used comments in the system for easy, efficient reuse
- Teams track drawing changes and revisions during multiple phases
- Drawing overlay and side-by-side comparison tools – reviewers to compare multiple versions of the same or entirely different drawings online
- Time stamping tracks all user-specific activities associated with a given application
- Records all plan review activities and data in a searchable database, enabling a full range of reporting and data retrieval.

The following diagram illustrates the Markup Review screen



4.6.6 Integrations

SMARTGOV interfaces with numerous standard and custom connectors. The cost for customer connectors is an estimate and may require additional analysis to finalize pricing.

Standard Connectors:

- GIS Connector – Imports city-specific GIS data.
- Financial Connector - Sends data daily from SMARTGOV to the City's Eden financial system to reconcile financial transactions and ensure money is accounted for in the City's General Ledger.
- Parcel Connector – Imports parcel metadata from the primary parcel source database at the

County.

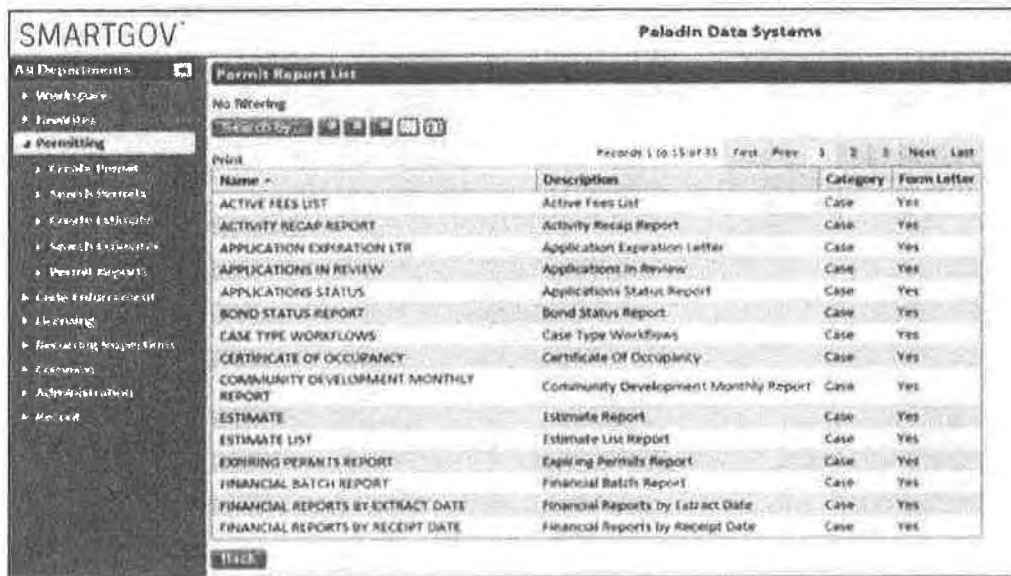
- Merchant Connector – Connects to the City’s payment gateway vendor enabling online credit card payment of application fees.
- ECM Laserfiche Connector – Connects SMARTGOV the City’s Laserfiche application.

The custom connectors include interfaces with the City’s Public Stuff, ATC 20, and CHIRD.

4.6.7 Data Reporting

SMARTGOV offers the ability to query data and to develop custom reports based on any specification. SMARTGOV’s Standard Reports, Ad Hoc Reports, and On-Screen Search and Query modules provide extensive information access and reporting capabilities.

Standard Reports – Standard Reports provide users with an extensive library of formatted reports, form letters, and related output documents for managing the life cycle of permits and code enforcement cases.



Users simply select from the report list, e.g. a *Certificate of Occupancy*, *Applications Status*, or an *Inspection Checklist*, and print it on demand to the screen or as a hard copy.



CITY of CALABASAS

Certificate of Occupancy

Permit Number : ADU-2010-001

This certificate issued pursuant to the requirements of Section 110 of the 2006 International Building Code Certifying that at time of issuance this structure was in compliance with the various Ordinances of the City regulating building construction or use For the following:

Site Address : 11804 W 59TH AVE, MUKILTEO

Accessory Dwelling Unit

Owner : FORD ELBERT S C & JOANNE H
11804 59TH AVE W
MUKILTEO, WA 98275

Occupancy Group :
Occupancy Load :
Construction :
Square Footage :
Code Edition :
Zoning :

Tenant :

Special Conditions :

Fire Marshal

Building Official

Date Issued

Ad Hoc Reports: SMARTGOV integrates with Exago, a third party reporting tool. Exago's business intelligence suite provides the most benefit for the City by enabling it to internally develop rich reports with ease. Four distinct report designers can be enabled in any combination to accommodate end users with different levels of expertise. These designers include:

- Express Reports - end users can easily build and format basic tabular reports with this simplified field-chooser and preview pane.
- Standard Reports - a familiar, Excel-like design grid with access to advanced functionality like Charts, Maps, the Formula Editor and Conditional Formatting.
- Crosstab Reports - an intuitive Crosstab Wizard simplifies the process of creating complex tables with summary results grouped in both rows and columns.
- Dashboard Designer for end users - end users can design, format and save their own dashboards with multiple reports, charts, maps, text, hyperlinks, and images, and specify default dashboards to execute automatically when launched.



With these report designers, the City would enjoy a broad spectrum of reporting and true business intelligence to better understand, collaborate and communicate City information.

Some examples include:



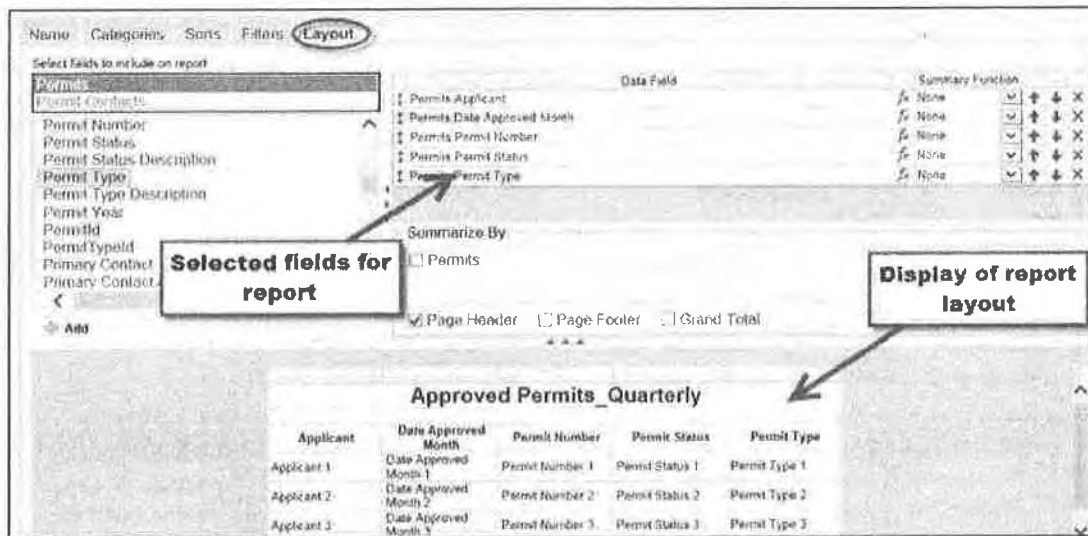
- Charting and graphing that provides users with a wide variety of animated visualizations to choose from and a Chart Wizard walks users through setup.
- Geographical maps that make it easy for end users to visualize their data in five dimensions on geographical maps.
- Linked reports and drilldowns that link together an unlimited number of charts and tabular reports in any order to drill down, drill up, drill sideways or drill through data.
- Pixel-perfect templates that automates the process of merging data onto highly formatted PDF, RTF and Excel templates like government forms and reports.
- Automated Report Scheduler so reports can be scheduled for automatic emailing or archiving. All parameters such as time periods, recurrence and recipients can be set in the Report Scheduler.

- User-defined formulas so users can key their own formulas directly into cells or choose from the comprehensive set of pre-defined functions available in the Formula Editor. New functions can also be created and included in the Formula Editor menu.
- Mobile device support provides 100% browser-based support for iPad, iPhone and Android mobile devices.

PDF, RTF, Excel, HTML, CSV report output; simply select the desired format from a dropdown menu. HTML reports can be searched and navigated within an HTML viewer.

As the project implementation progresses, Paladin will constantly look for practical and meaningful ways to improve its reporting solution to meets the needs of the City and its users.

Below is an example of the Ad Hoc report builder:



On-Screen Queries – On-Screen Queries can be performed throughout SMARTGOV by using the integrated search tool. Staff will use this tool daily to find and process permits, licenses, and code enforcement cases. Filter definitions, columns displayed, and screen queries can be named, configured, and saved for future use. On-Screen Queries can also be printed or saved for future access.

User To Do List

Searching on: Type: Permitting; Inspection Due Date: > 03/01/2011

Select User or Group: ALL Show Past-Due Show Almost-Due Show Others

Print	Sel	Type	Case Nbr.	Task	Status	Status Date	Due Date
	<input type="checkbox"/>	Permitting	SPR-2009-005	PC FILE CLOSEOUT	NOTIFY	02/16/2011	03/16/2011
	<input type="checkbox"/>	Permitting	ALARM-2010-001	PC FILE CLOSEOUT	NOTIFY	02/17/2011	03/17/2011
	<input type="checkbox"/>	Inspection	COMM-2010-005	B-FINAL BUILDING	AI	12/14/2011	12/15/2011

Reassign Selected Records Select All Unassign All

4.6.8 Financial Transactions

The SMARTGOV financial transaction system simplifies and centralizes cash receipting and distribution processes related to permits, planning actions, code enforcement actions, and inspections. The City defines fee types and rates; these drive the valuation calculator feature when creating invoices and receiving payments. Users can assess, invoice, and receive full or partial payments, refund overpayments, or view transaction history. This transaction-based component enables tracking of Fund/GL accounts, allowing for integration with any Financial Management Systems (FMS). SMARTGOV has full cashing capability (including receipts), which allows for payments in person or online, and is fully auditable.

The following example is of an administration screen for a specific code fee:

Fee Code Detail

Fee Code: BUILDING PLAN REVIEW Active:

Description: Building Plan Review

Fee Category: Permitting Based On: Submitted Date

Portal Payment State: Ready To Issue

Fee Code Version

Date Range: 01/01/1990 - New Effective Date

Begin Date: 01/01/1990

FMS/GL Account: 011 345 830.00

Calculator: VALUATION **Configure Calculator**

Rounding Option: Round

Minimum Charge: Prompt: Plan Checking Fees

Maximum Charge: Based On Prompt: Valuation

Exemption Allowed: Deferral Allowed: Taxable: Tax Fee: FastTrack Fee Increase by:

Component Rates

Rate Group	Low Value	High Value	Base Amt.	Base Qty.	Per Qty.	Unit Amt.	Multiplier	FMS/GL Account
0	1.00	500.00	26.50	0.00	1.00	0.00000	0.65000	
0	500.01	2000.00	26.50	500.00	100.00	5.40000	0.65000	
0	2000.01	25000.00	77.30	2000.00	1000.00	15.60000	0.65000	
0	25000.01	100000.00	456.10	25000.00	1000.00	12.80000	0.65000	
0	50000.01	100000.00	758.60	50000.00	1000.00	9.05000	0.65000	
0	100000.01	500000.00	1211.10	100000.00	1000.00	7.20000	0.65000	
0	500000.01	1000000.00	4091.10	500000.00	1000.00	6.10000	0.65000	
0	1000000.01	9999999999.00	7141.10	1000000.00	1000.00	4.70000	0.65000	

Buttons: Search, Refresh, Back, Delete, Copy

4.6.9 Mobile Devices

SMARTGOV meets the requirements to support City Field Staff using smart phones, tablets, notebooks, laptops, or other devices with Internet access. The full version can be used as part of the basic subscription.

SMARTGOV also has a comprehensive mobile app to support the work of code enforcement officers and inspectors in the field. SMARTGOV Mobile works on line or off line and is compatible with Android and iOS.

4.6.10 GIS Module

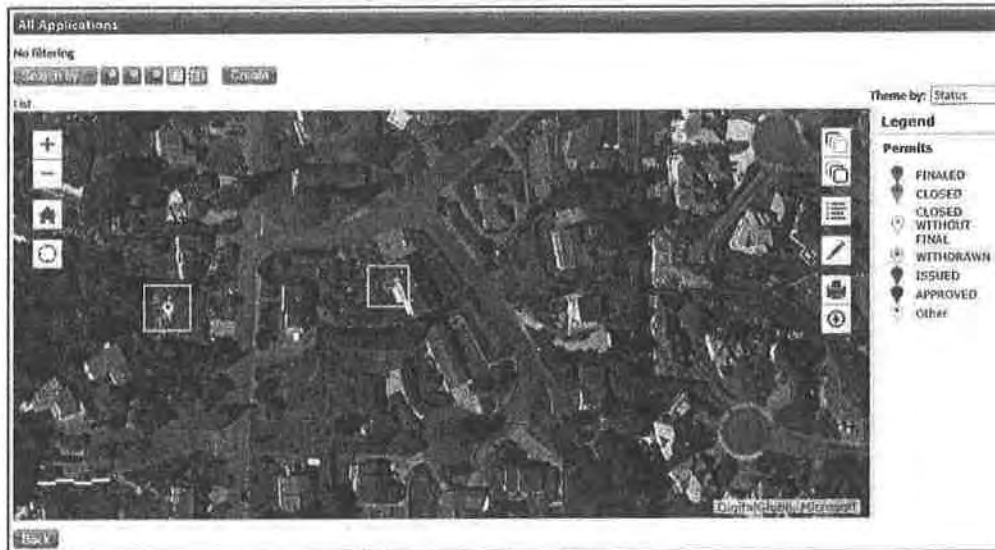
SMARTGOV's integrated GIS Browser enables spatial visualization of any number of GIS layers along with permits, projects, inspection, and code enforcement



cases. Standard ESRI base maps are included with SMARTGOV, and other layers may be easily added. SMARTGOV also allows users to:

- Display inspection search results as a point on a map
- Display code enforcement actions as a point on a map
- Initiate new cases (permit, inspection, code enforcement action) starting from a map
- Navigate to existing cases in SMARTGOV starting from a map

The following image shows points on a GIS map in SMARTGOV:

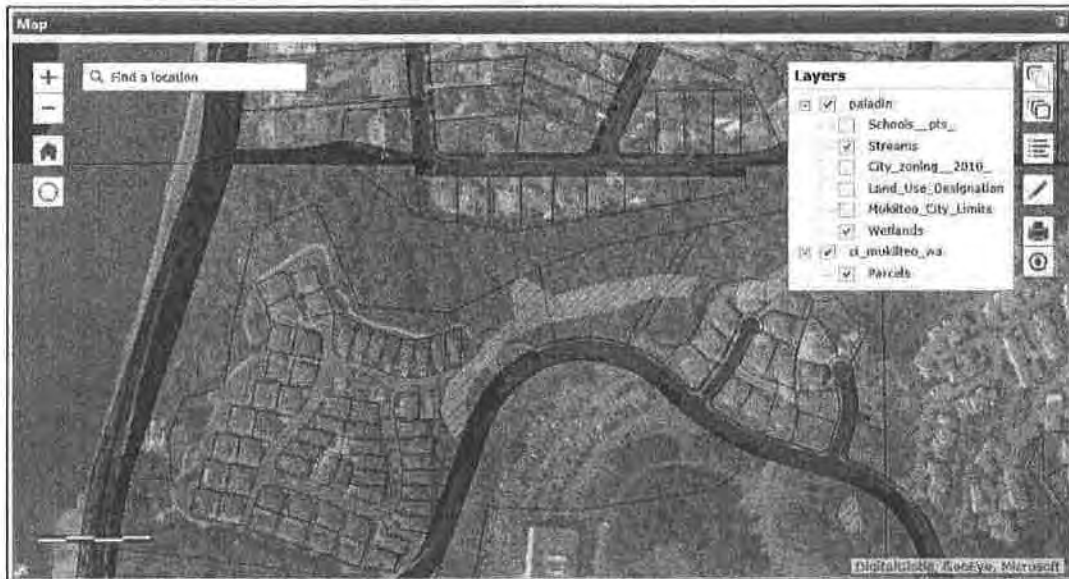


Additional GIS Layers

SMARTGOV's integrated GIS browser and viewer is compatible with all GIS platforms and utilizes web services, when available, to access the City's own GIS data and display it in SMARTGOV.

Any GIS layer available can be displayed in conjunction with the standard base maps included as part of SMARTGOV's core feature set.

The following image shows two additional layers displayed:



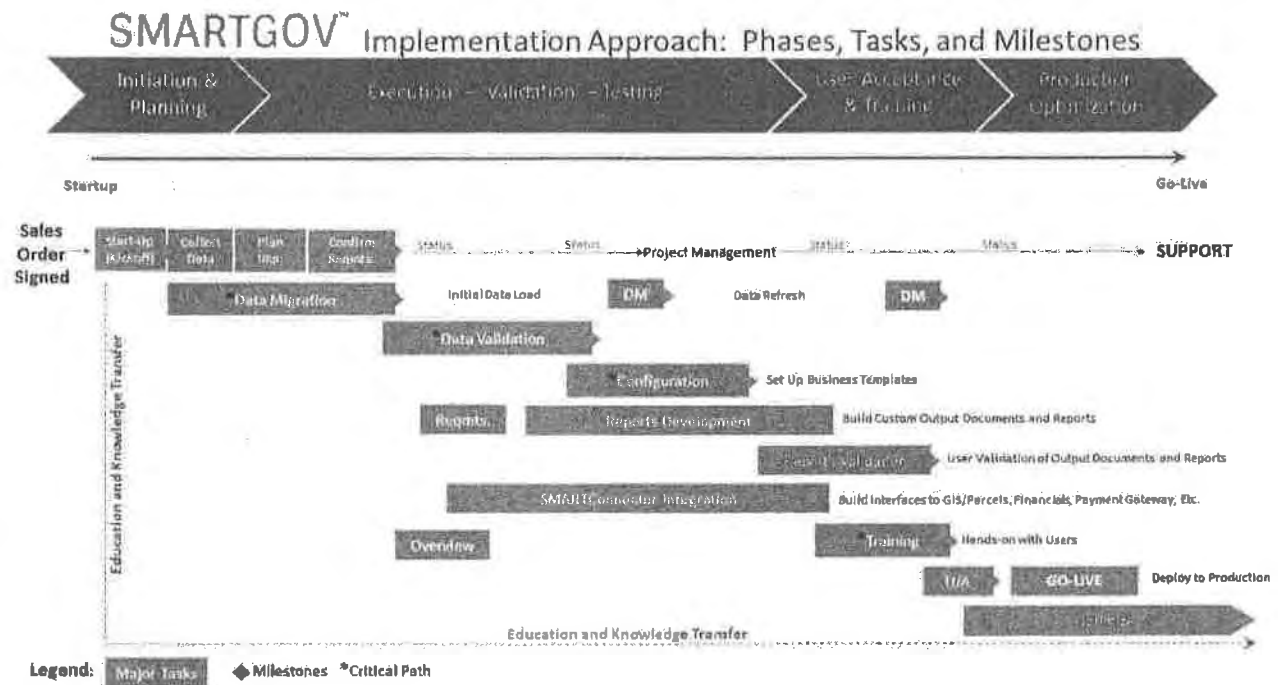
4.7 GIS Integration with Digital Map

Paladin has a working relationship with Digital Map who support other SMARTGOV customers. SMARTGOV can access and view geospatial layers managed and published by Digital Map through a restful end point or API interface. The API allows the SMARTGOV map viewer to turn on or off any layer associated with the end point.

5. Implementation Time Frame

Paladin estimates between four and eight months to complete the City's implementation. Data conversion commences at the start of the project and continues throughout implementation.

The diagram on the following page depicts a typical SMARTGOV Implementation Schedule. As with any such project, there are a number of variables. During Phase 1 of the Project Implementation, the SMARTGOV implementation team and the City's project team collaboratively develop the project schedule to ensure a quality delivery while minimizing impact on the City's operations.



**Paladin Data Systems Corporation
Master SaaS Subscription and Professional Services Agreement**

THIS MASTER SOFTWARE AS A SERVICE (SaaS) SUBSCRIPTION AND PROFESSIONAL SERVICES AGREEMENT ("Agreement") GOVERNS YOUR ACQUISITION AND USE OF OUR SaaS SUBSCRIPTION AND PROFESSIONAL SERVICES. BY EXECUTING A SALES ORDER THAT REFERENCES THIS AGREEMENT, YOU AGREE TO THE TERMS OF THIS AGREEMENT. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS "YOU" OR "YOUR" WILL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SaaS SUBSCRIPTION OR THE PROFESSIONAL SERVICES.

You may not access the SaaS Subscription if You are Our direct competitor, except with Our prior written consent. In addition, You may not access the SaaS Subscription for purposes of monitoring availability, performance or functionality, or for any other benchmarking or competitive purposes.

This Agreement is effective between You and Us as of the date of Your acceptance of the Sales Order ("**Effective Date**").

1. **DEFINITIONS** IN addition to the terms defined elsewhere in this Agreement, the following terms have the following meanings:

1.1. "**Affiliate**" means any entity which directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

1.2. "**Malicious Code**" means viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs.

1.3. "**Non-SaaS Subscription Applications**" means online applications and offline software products that are provided by entities or individuals other than Us and are clearly identified as such, and that interoperate with the SaaS Subscription.

1.4. "**Party or Parties**" means either We, Us, or Our, as well as You or Your individually or collectively.

1.5. "**Personally Identifiable Information**" means information about a person that contains some unique identifier, including but not limited to name or Social Security Number, from which the identity of the person can be determined. In OMB M-06-19 (July 12, 2006), "the term Personally Identifiable Information means any information about an individual maintained by an agency, including, but not limited to, education, financial transactions, medical history or certification, and criminal or employment history and information which can be used to distinguish or trace an individual's identity, such as their name, social security number, date and place of birth, mother's maiden name, biometric records, etc., including any other personal information which is linked or linkable to an individual."

1.6. "**Professional Services**" means the labor or time and materials work that You or Your Affiliates purchase under a Sales Order.

1.7. "**SaaS Subscription**" means the software as a service ("**SaaS**") products ordered by You on a Sales Order and made available by Us online via the customer login link and/or other web pages designated by Us, including associated offline components, as described in the User Guide. SaaS Subscription excludes Non-SaaS Subscription Applications.

1.8. "**Sales Order**" means the documents for placing orders, including addenda thereto, that are entered into between You and Us or any of Our Affiliates from time to time, including addenda and supplements. By entering into a Sales Order, an Affiliate agrees to be bound by the terms of this Agreement as if it were an original party. Sales Orders will be deemed incorporated herein by reference.

1.9. "**Start Date**" means the date in which the SaaS Subscription fee commences.

1.10. "**Subscription Term**" means the twelve months from the Start Date and thereafter Subscription Term is a twelve-month term.

1.11. "**Third Party**" means any entity or individual other than We, Us, or Our, as well as You or Your.

1.12. "**Training Record**" means a record of a person within ASMi that has training information being managed. This training information data includes but is not limited to task lists, accreditations, lectures, On the Job Training, courses, medical certifications, or online training.

1.13. "**User Guide**" means the online user guide for the SaaS Subscription, accessible via login, as updated from time to time.

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1.14. **"Users"** means individuals who are authorized by You to use the SaaS Subscription, for whom subscriptions have been ordered, and who have been supplied user identifications and passwords by You (or by Us at Your request). Users may include, but are not limited to Your employees, consultants, contractors and agents, and any Third Party with which You transact business.

1.15. **"We," "Us" or "Our"** means Paladin Data Systems Corporation described in Section 14.1 (Contracting Seller, Notices, Governing Law and Jurisdiction).

1.16. **"You" or "Your"** means the company or other legal entity for which you are accepting this Agreement and Affiliates of that company or entity.

1.17. **"Your Data"** means all electronic data or information owned by Your company or other legal entity and submitted by You to the SaaS Subscription.

2. SaaS SUBSCRIPTION AND PROFESSIONAL SERVICES

2.1. **Provision of SaaS Subscription.** We will make the SaaS Subscription available to You pursuant to this Agreement and the relevant Sales Order during a Subscription Term. You agree that Your purchases are not contingent on the delivery of any future functionality or features, and not dependent on any oral or written public comments made by Us regarding future functionality or features.

2.2. **SaaS Subscriptions.** As specified in the Sales Order, (i) the SaaS Subscription is purchased as either Training Record or User subscriptions, (ii) additional Training Record or User subscriptions may be added during the Subscription Term at the same pricing as the pre-existing subscriptions, prorated for the remainder of the Subscription Term in effect at the time the additional Training Record or User subscriptions are added, and (iii) the added Training Record or User subscriptions will terminate on the same date as the pre-existing subscriptions.

2.3. **Provision of Professional Services.** We will provide to You the Professional Services specified on the applicable Sales Order. The Professional Services are cost estimates based on time and materials work for Your budgeting and Our resource scheduling purposes. If the estimate is exceeded, We will continue to provide the Professional Services on a time and materials basis if a new Sales Order or purchase order for continuation of the Professional Services is signed by the Parties.

3. USE OF THE SaaS SUBSCRIPTION

3.1. **Our Responsibilities.** We will: (i) provide Our basic support for the SaaS Subscription to You at no additional charge (ii) use commercially reasonable efforts to make the SaaS Subscription available and (iii) We will provide You access to Your Data via a data extract process that enables You to download a current copy of Your Data upon request.

3.2. **Your Responsibilities.** You will (i) be responsible for Users' compliance with this Agreement, (ii) be responsible for the accuracy, quality and legality of Your Data and the means by which You acquired Your Data, (iii) use commercially reasonable efforts to prevent unauthorized access to or use of the SaaS Subscription, and notify Us promptly of any such unauthorized access or use, and (iv) use the SaaS Subscription only in accordance with the User Guide and applicable laws and government regulations, (v) validate for correctness all output and reports and (vi) have sole responsibility for downloading and storing data extract files You have requested, (vii) You will NOT (a) make the SaaS Subscription available to anyone other than Users, (b) sell, resell, rent or lease the SaaS Subscription to any Third Party, (c) use the SaaS Subscription to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of Third Party privacy rights, (d) use the SaaS Subscription to store or transmit Malicious Code, (e) interfere with or disrupt the integrity or performance of the SaaS Subscription or Third Party data contained therein, or (f) attempt to gain unauthorized access to the SaaS Subscription or their related systems or networks; (viii) If You store Personally Identifiable Information, then You will maintain, at Your expense, in effect an insurance policy which will cover all Your costs, including damages You are obligated to pay any Third Party, which are associated with any Security Breach or loss of personal data, regardless of cause (including, without limitation, Your negligence or gross negligence and unlawful Third Party acts). Costs to be covered by this insurance policy will include without limitation: (a) costs to notify individuals whose personal data was lost or compromised; (b) costs to provide credit monitoring (or similar data protection services) and credit restoration services to individuals whose personal data was lost or compromised; (c) costs associated with Third Party claims arising from the Security Breach or loss of personal data, including litigation costs and settlement costs; and (d) any investigation, enforcement or similar miscellaneous costs. Such insurance will provide coverage for up to \$1,000,000.00 (one million dollars). For the purposes of this section, "Security Breach" means (1) the failure by You to properly handle, manage, store, destroy or otherwise control, or the unauthorized disclosure by You of: (a) personal data in any format or (b) Third Party corporate information in any format specifically identified as confidential and protected under a confidentiality agreement or similar contract; (2) an unintentional violation of Your privacy policy or misappropriation that results in the violation of any applicable data privacy laws or regulations; or (3) any

other act, error, or omission by You in Your capacity as such which is reasonably likely to result in the unauthorized disclosure of personal data (or a reasonable belief there has been an unauthorized disclosure).

4. NON-SaaS Subscription PROVIDERS

4.1. **Acquisition of Non-SaaS Subscription Products.** We or a Third Party may from time to time make available to You, Third Party products or services, including but not limited to Non-SaaS Subscription Applications and implementation, customization and other consulting services. Any acquisition by You of Non-SaaS Subscription products or services, and any exchange of data between You and any Non-SaaS Subscription provider, is solely between You and the applicable Non-SaaS Subscription provider. We do not warrant or support Non-SaaS Subscription products or services, except as specified in a Sales Order. Subject to Section 4.3 (Integration with Non-SaaS Subscription Applications), purchase of Non-SaaS Subscription products is not required to use the SaaS Subscription except for a supported computing device, operating system, web browser and Internet connection.

4.2. **Non-SaaS Subscription Applications and Your Data.** If You install or enable Non-SaaS Subscription Applications for use with SaaS Subscription, You acknowledge that We may allow providers of those Non-SaaS Subscription Applications to access Your Data as required for the interoperability of such Non-SaaS Subscription Applications with the SaaS Subscription. We will not be responsible for any disclosure, modification or deletion of Your Data resulting from any such access by Non-SaaS Subscription Application providers. The SaaS Subscription will allow You to restrict such access by restricting Users from installing or enabling such Non-SaaS Subscription Applications for use with the SaaS Subscription.

4.3. **Integration with Non-SaaS Subscription Applications.** The SaaS Subscription may contain features designed to operate with Non-SaaS Subscription Applications. To use such features, You may be required to obtain access to such Non-SaaS Subscription Applications from their providers. If the provider of any Non-SaaS Subscription Application ceases to make the Non-SaaS Subscription Application available for operation with the corresponding SaaS Subscription features on reasonable terms, We may cease providing such SaaS Subscription features without entitling You to any refund, credit, or other compensation.

5. FEES AND PAYMENT

5.1. **Fees.** You will pay all fees specified in all Sales Orders. Except as otherwise specified herein or in a Sales Order, (i) fees are based on the SaaS Subscription and/or Professional Services purchased and not actual usage, (ii) payment obligations are non-cancelable and fees paid are non-refundable, and (iii) the number of Training Record or User subscriptions purchased cannot be decreased during the Subscription Term. Training Record or User subscription fees are based on the Subscription Term and each Subscription Term anniversary; therefore, fees for Training Record or User subscriptions added in the middle of a Subscription Term will be charged a prorated amount for the remaining Subscription Term.

(a) If We determine, based on electronic monitoring of Your Training Record or User subscriptions, the actual number of either Training Record or User subscriptions exceeds the number licensed on a Sales Order, We reserve the right to amend the Sales Order for successive Renewal Terms to increase the number of either Training Record or User subscriptions and the fees.

(b) Professional Service fees do not include travel, lodging or other expenses incurred by Us unless specified on the Sales Order. You will reimburse Us for all travel, lodging, communications, incidentals and other out-of-pocket expenses as they relate to the services rendered by Us to You. Lodging costs shall not exceed the applicable federal government General Services Rate for hotels and other lodging facilities by more than twenty percent.

5.2. **Invoicing and Payment.** We will invoice You in advance for SaaS Subscription in accordance with the relevant Sales Order. We will invoice You monthly for Professional Services in accordance with the relevant Sales Order. Unless otherwise stated in the Sales Order, invoiced charges are due net 30 days from the invoice date. We agree that Your obligation to pay any amount invoiced under this Agreement or the Professional Services Agreement shall be suspended for any period of time during which We fail to maintain current certificates of insurance or other adequate proof of current insurance, which may include a letter from Our insurance carrier, on file with You proving that We have sufficient insurance to meet the insurance coverage requirements of Section 11 of the Professional Services Agreement. Upon correction of such failure, You will pay amounts invoiced that are in accord with the terms of this Agreement within 30 days if We are not in default under this Agreement.

5.3. **Overdue Payments.** If any payments are not received by the due date, then at Our discretion, (a) such overdue payments may accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, from the date such payment was due until the date paid, and/or (b) We may condition future subscription renewals and Sales Orders on payment terms shorter than those specified in Section 5.2 (Invoicing and Payment).

5.4. **Suspension of SaaS Subscription or Professional Services.** If any amount owing by You under any agreement is 30 days' overdue, and only after 30 days written notice and expiration of a thirty day cure period, We may, without limiting Our other rights and remedies, accelerate Your unpaid fee obligations so that all such obligations become immediately due and payable, and suspend Our SaaS Subscription or Professional Services to You until such amounts are paid in full.

5.5. **Payment Disputes.** We will not exercise Our rights under Section 5.3 (Overdue Payments) or 5.4 (Suspension of SaaS Subscription or Professional Services) if You are disputing the applicable charges reasonably and in good faith and are cooperating diligently to resolve the dispute.

5.6. **Taxes.** Unless otherwise stated, Our fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales, use or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction (collectively, "Taxes"). You are responsible for paying all Taxes associated with Your purchases hereunder. If We have the legal obligation to pay or collect Taxes for which You are responsible, the appropriate amount will be invoiced to and paid by You, unless You provide Us with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, We are solely responsible for taxes assessable based on Our income, property and employees.

5.7. **Fee Adjustments.** As provided in this section and in Section 3.2 of the Professional Services Agreement, all fees shall be fixed for an initial three-year period after the Start Date and thereafter may annually increase based on the increase in the U.S. Department of Labor, Bureau of Labor Statistics Consumer Price Index (CPI) for the Los Angeles-Riverside Orange County Area for the 12-month period preceding each Subscription Term.

6. PROPRIETARY RIGHTS

6.1. **Reservation of Rights in SaaS Subscription.** Subject to the limited rights expressly granted hereunder, We reserve all rights, title and interest in and to the SaaS Subscription, including all related intellectual property and trademark rights. No rights are granted to You other than as expressly set forth herein.

6.2. **Restrictions.** You will not (i) permit any Third Party to access the SaaS Subscription except as permitted herein or in a Sales Order, (ii) create derivative works based on the SaaS Subscription, (iii) copy, frame or mirror any part or content of the SaaS Subscription, other than copying or framing on Your own intranets or otherwise for Your own internal business purposes, (iv) reverse engineer, decompile or otherwise attempt to derive source code, or (v) access the SaaS Subscription in order to (a) build a competitive product or service, or (b) copy any features, functions or graphics of the SaaS Subscription.

6.3. **Ownership.** We retain sole and exclusive ownership of, and all right, title and interest in and to the SaaS Subscription, the documentation User Guide, any modifications and all suggestions, ideas, improvements, feedback, evaluation materials, presentations, designs, technology, inventions, know-how, works of authorship, software, specifications, and other materials, information and any other intellectual property made, developed, conceived or reduced to practice by Us (whether alone, or jointly with You) in the performance of this Agreement.

6.4. **Your Applications and Code.** If You, a Third Party acting on Your behalf, or a User creates applications or program code using the SaaS Subscription, You authorize Us to host, copy, transmit, display and adapt such applications and program code, solely as necessary for Us to provide the SaaS Subscription in accordance with this Agreement. Subject to the above, We acquire no right, title or interest from You or Your licensors under this Agreement in or to such applications or program code, including any intellectual property rights therein.

6.5. **Your Data.** Subject to the limited rights granted by You hereunder, We acquire no right, title or interest from You or Your licensors under this Agreement in or to Your Data, including any intellectual property rights therein. You grant to Us a non-exclusive license to use Your Data for the purposes of performing Our obligations under this Agreement.

6.6. **Our Protection of Your Data.** We receive no ownership rights in Your Data. We will maintain appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Your Data. We will not (a) modify Your Data, (b) disclose Your Data except as compelled by law in accordance with Section 7.3 (Compelled Disclosure) or as expressly permitted in writing by You, or (c) access Your Data except to provide the SaaS Subscription or Professional Services and prevent or address service or technical problems, or except at Your request in connection with customer support matters.

6.7. **Report Writer Software.** You acknowledge the SaaS Subscription service may utilize ad hoc report writer software ("Ad Hoc") under a license granted to Us by a Third Party, which licenses Us the right to sublicense the use of the Ad Hoc as part of the Service to You. Such sublicense is nonexclusive and solely for Your internal use and You may not further resell, re-license, or grant any other rights to use such sublicense to any Third Party. You further acknowledge the Ad Hoc licensing Third Party retains all right, title, and interest to the Ad Hoc and all documentation related to the Ad Hoc. All confidential or proprietary information of Ad Hoc licensing Third Party is Confidential Information under the terms of this Agreement.

7. CONFIDENTIALITY

7.1. **Definition of Confidential Information.** "Confidential Information" means all confidential information disclosed by a Party ("**Disclosing Party**") to the other Party ("**Receiving Party**"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Your Confidential Information will include, but not be limited to Your Data; Our Confidential Information will include, but not be limited to the SaaS Subscription; and Confidential Information of each Party will include the terms and conditions of this Agreement and all Sales Orders, as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such Party. However, Confidential Information will not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a Third Party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party.

7.2. **Protection of Confidential Information.** The Receiving Party (i) will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) (ii) will not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, and (iii) except as otherwise authorized by the Disclosing Party in writing, will limit access to Confidential Information of the Disclosing Party to its Affiliates' employees, contractors and agents who need such access for purposes consistent with this Agreement.

7.3. **Compelled Disclosure.** Notwithstanding any language in this Agreement to the contrary, any disclosure required by You of any information or records obtained by You under or in connection with this Agreement, whether or not defined as Confidential Information, under the provisions of, and as determined necessary by the Calabasas City Clerk in her sole judgment to comply with, the California Public Records Act, Government Code section 6250, et seq., is not a breach of this Agreement. If the Receiving Party is required to disclose any Confidential Information of the other by law, regulation or governmental authority, including the California Public Records Act, the Receiving Party will provide reasonable notice to Disclosing Party of such required disclosure and the opportunity for Disclosing Party to secure a protective order or other court order preventing or limiting disclosure. If a protective order or other remedy is not obtained by Disclosing Party, then the Receiving Party may disclose such Confidential Information as necessary for compliance with the applicable law, regulation or governmental authority, as determined necessary in the sole judgment of the Calabasas City Clerk. Notwithstanding such disclosure, such information will remain Confidential Information and subject to the requirements of this Section, except as provided by applicable law, including Government Code section 6254.5.

8. WARRANTIES AND DISCLAIMERS FOR SaaS SUBSCRIPTION AND PROFESSIONAL SERVICES

8.1. **Our Warranties for SaaS Subscription.** We warrant that (i) We have the legal power to enter into this Agreement, (ii) the SaaS Subscription will perform materially in accordance with the User Guide, (iii) subject to Section 4.3 (Integration with Non- SaaS Subscription Applications), the functionality of the SaaS Subscription will not be materially decreased during a Subscription Term, and (iv) We will not transmit Malicious Code to You, provided it is not a breach of this subpart (iv) if You or a User uploads a file containing Malicious Code into the SaaS Subscription and later downloads that file containing Malicious Code. For any breach of a warranty above, Your exclusive remedy will be as provided in Sections 11, 13 (Termination) and Section 13.7 (Refund or Payment upon Termination) below.

8.2. **Our Warranties for Professional Services.** We warrant the Professional Services will be performed consistent with generally accepted industry standards. We further warrant that this Software is fit for Your permit tracking and reporting processes needed by your Building and Safety Division, Planning Division, Code Enforcement Section, Public Works Department, and Finance Departments, as described in our Revised January 23, 2018 Cost Proposal.

8.3. **Disclaimer.** EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

9. LIMITATION ON WARRANTIES FOR PROFESSIONAL SERVICES

YOU MUST REPORT ANY DEFICIENCIES IN THE PROFESSIONAL SERVICES TO US IN WRITING WITHIN THIRTY (30) DAYS OF COMPLETION OF THE PROFESSIONAL SERVICES IN ORDER TO RECEIVE WARRANTY REMEDIES. THE WARRANTY HEREIN IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES,

WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

10. EXCLUSIVE REMEDY FOR PROFESSIONAL SERVICES

For any breach of the above warranty, Your exclusive remedy will be the re-performance of the Professional Services. If We are unable to re-perform the Professional Services as warranted, You will be entitled to recover the fees paid to Us for the deficient services. IN NO EVENT WILL WE BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING FROM ANY PROFESSIONAL SERVICES PROVIDED HEREUNDER, INCLUDING BUT NOT LIMITED TO CLAIMS FOR LOST PROFITS OR OTHER ECONOMIC DAMAGES.

11. LIMITATION OF LIABILITY

11.1. Limitation of Liability. NEITHER PARTY'S LIABILITY WITH RESPECT TO ANY SINGLE INCIDENT ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER IN CONTRACT OR TORT OR UNDER ANY OTHER THEORY OF LIABILITY) WILL EXCEED ONE MILLION DOLLARS (\$1,000,000) that is provided and insurable under the insurance policy. THE FOREGOING WILL NOT INCREASE OR LIMIT YOUR PAYMENT OBLIGATIONS UNDER SECTION 5 (FEES AND PAYMENT). WE EXPRESSLY AGREE THAT OUR OBLIGATION TO INDEMNIFY YOU UNDER THIS AGREEMENT IS LIMITED TO ONE MILLION DOLLARS (\$1,000,000) that is provided and insurable under the insurance policy.

11.2. Exclusion of Consequential and Related Damages. IN NO EVENT WILL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS OR REVENUES OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER OR PUNITIVE DAMAGES HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING DISCLAIMER WILL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

11.3. OUR INDEMNITY OF YOU. To the fullest extent permitted by law, We agree to indemnify, hold harmless, and defend You, your officers, agents, employees and volunteers from and against any and all claims, losses, costs and expenses for any damage due to death or injury to any person, whether physical, consequential or otherwise, and injury to any property arising out of or in connection with Our alleged negligence, recklessness or willful misconduct or other wrongful acts, errors or omissions of Us or any of Our officers, employees, servants, agents, or subcontractors, or anyone directly or indirectly employed by either Us or Our subcontractors, in the performance of this Agreement or Our failure to comply with any of Our obligations contained in this Agreement, except such loss or damage which is caused by the sole active negligence or willful misconduct of You. Such costs and expenses shall include reasonable attorneys' fees due to counsel of Your choice, expert fees and all other expenses of litigation. We shall not be entitled to any refund of attorneys' fees, defense costs or expenses in the event that we are adjudicated to have been non-negligent. You agree that Our indemnity obligation under this Agreement shall be limited to One Million Dollars (\$1,000,000).

12. TERM AND TERMINATION FOR PROFESSIONAL SERVICES

Professional Services will commence on the date specified on the applicable Sales Order. Either Party may terminate Professional Services any time by providing the other Party with at least 14 days' written notice. Any Professional Services outstanding at the time of termination will continue to be covered by this Agreement as if it had not been terminated.

13. TERM AND TERMINATION FOR SaaS SUBSCRIPTION

13.1. Term of Agreement. This Agreement commences on the date You accept it and continues until all Training Record or User subscriptions have expired or been terminated.

13.2. Term of Purchased Training Record or User Subscriptions. Training Record or User subscriptions purchased by You commence on the Start Date specified in the applicable Sales Order and continue for the Subscription Term specified. Except as otherwise specified in the applicable Sales Order, all Training Record or User subscriptions will automatically renew for additional periods equal to the expiring one-year Subscription Term, unless either Party gives the other notice of non-renewal at least 30 days before the end of the relevant Subscription Term. The pricing during any such renewal term will be the same as the prior term unless We have given You written notice of a pricing increase at least 180 days before the end of such prior term, in which case the pricing increase will be effective upon renewal and thereafter.

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13.3. **Stop in SaaS Subscription.** Upon 180 days' prior written notice, We may terminate provision of the SaaS Subscription as a hosted offering. We will export and return Your Data to You via digital media, in an industry standard format for maximum use and transferability, at Our expense. We will refund You any prepaid fees covering the remainder of the term of all subscriptions after the effective date of stop in SaaS Subscription.

13.4. **Termination for Any Reason.** After the expiration of the first three years of this Agreement, A Party may terminate this Agreement for any reason, whether or not for cause, on thirty days' written notice to the other Party.

13.5. **Termination for Cause.** A Party may terminate this Agreement for cause: (i) upon 30 days' written notice to the other Party of a material breach if such breach remains uncured at the expiration of such period, or (ii) if the other Party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors. In addition, We may terminate this Agreement if You fail to make any payment due hereunder within 30 days after receiving written notice from Us that such payment is delinquent.

13.6. **Effect of Termination.** Upon termination for any reason and after expiration of the thirty day notice period, (a) all licenses granted will automatically and immediately terminate, and We may immediately disable and discontinue Your access to and use of the SaaS Subscription without further notice to You, (b) You will promptly return to Us all Documentation and all information and materials that You have acquired pertaining to the SaaS Subscription and any other Confidential Information of Ours. Within 30 days of the notice of such termination, We will export all Your Data then-stored in the Service and ship the information to You in a digital format, in an industry standard format for maximum use and transferability .

13.7. **Refund or Payment upon Termination.** Upon any termination by You for cause, We will refund You any prepaid fees covering the remainder of the term of all subscriptions after the effective date of termination. Upon any termination by Us for cause, You will pay any unpaid fees covering the remainder of the term of all Sales Orders after the effective date of termination. In no event will any termination relieve You of the obligation to pay any fees payable to Us for the period prior to the effective date of termination.

13.8. **Return of Your Data.** Within 30 days after the effective date of any termination of SaaS Subscription and upon request by You, We will make available to You for download a file of Your Data. After such 30-day period, We will ship Your Data to You in a digital format, in an industry standard format for maximum use and transferability, then We will have no obligation to maintain or provide any of Your Data and will thereafter, unless legally prohibited, delete all of Your Data in Our systems or otherwise in Our possession or under Our control.

13.9. **Surviving Provisions.** Section 5 (Fees and Payment), 6 (Proprietary Rights), 7 (Confidentiality), 8.3 (Disclaimer), 11 (Limitation of Liability), 13.6 (Refund or Payment upon Termination), 13.8 (Return of Your Data), 14 (Contracting Seller, Notices, Governing Law and Jurisdiction) and 15 (General Provisions) will survive any termination or expiration of this Agreement.

14. CONTRACTINGSELLER, NOTICES, GOVERNING LAW AND JURISDICTION

14.1. **Seller:** Paladin Data Systems Corporation, a Washington corporation.

14.2. **Address Notices to:** 19362 Powder Hill Pl. NW, Poulsbo, WA 98370, Attn: Contracts

14.3. **Governing Law.** Washington and controlling United States federal law

14.4. **Exclusive Court Jurisdiction.** Kitsap County, Washington

14.5. **Manner of Giving Notice.** Except as otherwise specified in this Agreement, all notices, permissions and approvals will be in writing and will be deemed to have been given upon: (i) personal delivery, (ii) the second business day after mailing, (iii) the second business day after sending by confirmed facsimile, or (iv) the first business day after sending by email (provided email will not be sufficient for notices of termination or an indemnifiable claim). Billing-related notices to You will be addressed to the relevant billing contact designated by You. All other notices to You will be addressed to the relevant SaaS Subscription system administrator designated by You.

14.6. **Agreement to Governing Law and Jurisdiction.** Each Party agrees to the applicable governing law above without regard to choice or conflicts of law rules, and to the exclusive jurisdiction of the applicable courts above.

14.7. **Waiver of Jury Trial.** Each Party hereby waives any right to jury trial in connection with any action or litigation in any way arising out of or related to this Agreement.

15. GENERAL PROVISIONS

15.1. **Amendment; No Waiver.** Except as otherwise expressly provided herein, this Agreement may not be amended or modified and the observance of any provision of this Agreement may not be waived except with the written consent of the Parties. No failure by either Party to enforce any rights hereunder will constitute a waiver of such right then or in the future or any other right or remedy hereunder. To the extent the terms and conditions of

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any Exhibit, attachment, purchase order, invoice, proposal or response to request for proposal, conflict with or are inconsistent with this Agreement, the terms and conditions of this Agreement will control and no such conflicting terms will be deemed as a waiver or amendment of this Agreement.

15.2. **Anti-Corruption.** You have not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from any of Our employees or agents in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction. If You learn of any violation of the above restriction, You will use reasonable efforts to promptly notify Us.

15.3. **Assignment; Binding Effect.** This Agreement may not be transferred or assigned by either Party without the express written consent of the other, which will not be unreasonably withheld or delayed, except that either Party may, without the consent of the other Party, assign this Agreement in its entirety to a parent, subsidiary or affiliate of such Party or an acquirer of more than 50% of the assigning Party's outstanding voting capital stock or to a purchaser of all or substantially all of the assigning Party's assets. Notwithstanding the foregoing or any other provision of this Agreement, You may not assign, sublicense, delegate or transfer this Agreement or any of its rights or obligations under this Agreement to any competitor of Ours. Any purported transfer or assignment in contravention of this Section will be null and void. This Agreement will inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns.

15.4. **Basis of Bargain.** The Parties acknowledge that they have entered into this Agreement in reliance upon the disclaimers of warranties and limitations of liability and damages as set forth in this Agreement, and that such provisions form an essential basis of the bargain between the Parties and do not cause this Agreement, or the remedies available hereunder, to fail of its or their essential purpose.

15.5. **Counterparts.** This Agreement may be executed in any number of English language counterparts or duplicate originals, and each such counterpart or duplicate original will constitute an original instrument, but all such separate counterparts or duplicate originals will constitute one and the same instrument.

15.6. **Entire Agreement.** This Agreement, including the Exhibits attached, constitutes the entire Agreement of the Parties concerning its subject matter and supersedes any and all prior or contemporaneous, written or oral negotiations, correspondence, understandings and agreements between the Parties respecting the subject matter of this Agreement.

15.7. **Export Compliance.** The SaaS Subscription, other technology We make available, and derivatives thereof may be subject to export laws and regulations of the United States and other jurisdictions. Each Party represents that it is not named on any U.S. government denied-party list. You will not permit Users to access or use SaaS Subscription in a U.S.-embargoed country or in violation of any U.S. export law or regulation.

15.8. **Force Majeure.** Except with respect to payment obligations, neither Party will be liable for any failure of performance or equipment due to causes beyond such Party's reasonable control, including but not limited to: acts of God, fire, flood or other catastrophes; any law, order, regulation, direction, action, or request of any governmental entity or agency, or any civil or military authority; national emergencies, insurrections, riots, wars; unavailability of rights-of-way or materials; or strikes, lock-outs, work stoppages, or other labor difficulties.

15.9. **Headings and Interpretation.** Headings and captions are for convenience only and are not to be used in the interpretation of this Agreement. The words "include," "includes," and "including" when used in this Agreement will be treated in each case as followed by the words "without limitation."

15.10. **Relationship of the Parties.** The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.

15.11. **Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement will remain in effect.

15.12. **Insurance and Risk of Loss.** You bear all responsibility for damages to Your equipment and facilities.

15.13. **Cooperative Use.** With Your approval, the market research conducted by You during Your selection process for SMARTGOV SaaS and associated services may be extended for use by other jurisdictions, municipalities, and government agencies of Your state. Any such usage by other entities must be in accordance with ordinance, charter, and/or procurement rules and regulations of the respective political entity.

“EXHIBIT B”

Dude Solutions Inc., Master SaaS Subscription and Professional Services Agreement,

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Professional Services Agreement
(City of Calabasas / Paladin Data Systems Corporation)

**Dude Solutions Inc., as Successor for This Agreement to Paladin Data Systems Corporation
Master SaaS Subscription and Professional Services Agreement**

THIS MASTER SOFTWARE AS A SERVICE (SaaS) SUBSCRIPTION AND PROFESSIONAL SERVICES AGREEMENT ("Agreement") GOVERNS YOUR ACQUISITION AND USE OF OUR SaaS SUBSCRIPTION AND PROFESSIONAL SERVICES. BY EXECUTING A SALES ORDER THAT REFERENCES THIS AGREEMENT, YOU AGREE TO THE TERMS OF THIS AGREEMENT. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS "YOU" OR "YOUR" WILL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SaaS SUBSCRIPTION OR THE PROFESSIONAL SERVICES.

You may not access the SaaS Subscription if You are Our direct competitor, except with Our prior written consent. In addition, You may not access the SaaS Subscription for purposes of monitoring availability, performance or functionality, or for any other benchmarking or competitive purposes.

This Agreement is effective between You and Us as of the date of Your acceptance of the Sales Order ("**Effective Date**").

1. **DEFINITIONS** IN addition to the terms defined elsewhere in this Agreement, the following terms have the following meanings:

1.1. "**Affiliate**" means any entity which directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

1.2. "**Malicious Code**" means viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs.

1.3. "**Non-SaaS Subscription Applications**" means online applications and offline software products that are provided by entities or individuals other than Us and are clearly identified as such, and that interoperate with the SaaS Subscription.

1.4. "**Party or Parties**" means either We, Us, or Our, as well as You or Your individually or collectively.

1.5. "**Personally Identifiable Information**" means information about a person that contains some unique identifier, including but not limited to name or Social Security Number, from which the identity of the person can be determined. In OMB M-06-19 (July 12, 2006), "the term Personally Identifiable Information means any information about an individual maintained by an agency, including, but not limited to, education, financial transactions, medical history or certification, and criminal or employment history and information which can be used to distinguish or trace an individual's identity, such as their name, social security number, date and place of birth, mother's maiden name, biometric records, etc., including any other personal information which is linked or linkable to an individual."

1.6. "**Professional Services**" means the labor or time and materials work that You or Your Affiliates purchase under a Sales Order.

1.7. "**SaaS Subscription**" means the software as a service ("**SaaS**") products ordered by You on a Sales Order and made available by Us online via the customer login link and/or other web pages designated by Us, including associated offline components, as described in the User Guide. SaaS Subscription excludes Non-SaaS Subscription Applications.

1.8. "**Sales Order**" means the documents for placing orders, including addenda thereto, that are entered into between You and Us or any of Our Affiliates from time to time, including addenda and supplements. By entering into a Sales Order, an Affiliate agrees to be bound by the terms of this Agreement as if it were an original party. Sales Orders will be deemed incorporated herein by reference.

1.9. "**Start Date**" means the date in which the SaaS Subscription fee commences.

1.10. "**Subscription Term**" means the twelve months from the Start Date and thereafter Subscription Term is a twelve-month term.

1.11. "**Third Party**" means any entity or individual other than We, Us, or Our, as well as You or Your.

1.12. "**Training Record**" means a record of a person within ASMi that has training information being managed. This training information data includes but is not limited to task lists, accreditations, lectures, On the Job Training, courses, medical certifications, or online training.

1.13. "**User Guide**" means the online user guide for the SaaS Subscription, accessible via login, as updated from time to time.

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(City of Calabasas / Paladin Data Systems Corporation)

- 1.14. **"Users"** means individuals who are authorized by You to use the SaaS Subscription, for whom subscriptions have been ordered, and who have been supplied user identifications and passwords by You (or by Us at Your request). Users may include, but are not limited to Your employees, consultants, contractors and agents, and any Third Party with which You transact business.
- 1.15. **"We," "Us" or "Our"** means Paladin Data Systems Corporation described in Section 14.1 (Contracting Seller, Notices, Governing Law and Jurisdiction).
- 1.16. **"You" or "Your"** means the company or other legal entity for which you are accepting this Agreement and Affiliates of that company or entity.
- 1.17. **"Your Data"** means all electronic data or information owned by Your company or other legal entity and submitted by You to the SaaS Subscription.

2. SaaS SUBSCRIPTION AND PROFESSIONAL SERVICES

- 2.1. **Provision of SaaS Subscription.** We will make the SaaS Subscription available to You pursuant to this Agreement and the relevant Sales Order during a Subscription Term. You agree that Your purchases are not contingent on the delivery of any future functionality or features, and not dependent on any oral or written public comments made by Us regarding future functionality or features.
- 2.2. **SaaS Subscriptions.** As specified in the Sales Order, (i) the SaaS Subscription is purchased as either Training Record or User subscriptions, (ii) additional Training Record or User subscriptions may be added during the Subscription Term at the same pricing as the pre-existing subscriptions, prorated for the remainder of the Subscription Term in effect at the time the additional Training Record or User subscriptions are added, and (iii) the added Training Record or User subscriptions will terminate on the same date as the pre-existing subscriptions.
- 2.3. **Provision of Professional Services.** We will provide to You the Professional Services specified on the applicable Sales Order. The Professional Services are cost estimates based on time and materials work for Your budgeting and Our resource scheduling purposes. If the estimate is exceeded, We will continue to provide the Professional Services on a time and materials basis if a new Sales Order or purchase order for continuation of the Professional Services is signed by the Parties.

3. USE OF THE SaaS SUBSCRIPTION

- 3.1. **Our Responsibilities.** We will: (i) provide Our basic support for the SaaS Subscription to You at no additional charge (ii) use commercially reasonable efforts to make the SaaS Subscription available and (iii) We will provide You access to Your Data via a data extract process that enables You to download a current copy of Your Data upon request.
- 3.2. **Your Responsibilities.** You will (i) be responsible for Users' compliance with this Agreement, (ii) be responsible for the accuracy, quality and legality of Your Data and the means by which You acquired Your Data, (iii) use commercially reasonable efforts to prevent unauthorized access to or use of the SaaS Subscription, and notify Us promptly of any such unauthorized access or use, and (iv) use the SaaS Subscription only in accordance with the User Guide and applicable laws and government regulations, (v) validate for correctness all output and reports and (vi) have sole responsibility for downloading and storing data extract files You have requested, (vii) You will NOT (a) make the SaaS Subscription available to anyone other than Users, (b) sell, resell, rent or lease the SaaS Subscription to any Third Party, (c) use the SaaS Subscription to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of Third Party privacy rights, (d) use the SaaS Subscription to store or transmit Malicious Code, (e) interfere with or disrupt the integrity or performance of the SaaS Subscription or Third Party data contained therein, or (f) attempt to gain unauthorized access to the SaaS Subscription or their related systems or networks; (viii) If You store Personally Identifiable Information, then You will maintain, at Your expense, in effect an insurance policy which will cover all Your costs, including damages You are obligated to pay any Third Party, which are associated with any Security Breach or loss of personal data, regardless of cause (including, without limitation, Your negligence or gross negligence and unlawful Third Party acts). Costs to be covered by this insurance policy will include without limitation: (a) costs to notify individuals whose personal data was lost or compromised; (b) costs to provide credit monitoring (or similar data protection services) and credit restoration services to individuals whose personal data was lost or compromised; (c) costs associated with Third Party claims arising from the Security Breach or loss of personal data, including litigation costs and settlement costs; and (d) any investigation, enforcement or similar miscellaneous costs. Such insurance will provide coverage for up to \$1,000,000.00 (one million dollars). For the purposes of this section, "Security Breach" means (1) the failure by You to properly handle, manage, store, destroy or otherwise control, or the unauthorized disclosure by You of: (a) personal data in any format or (b) Third Party corporate information in any format specifically identified as confidential and protected under a confidentiality agreement or similar contract; (2) an unintentional violation of Your privacy policy or misappropriation that results in the violation of any applicable data privacy laws or regulations; or (3) any other act, error, or omission by You in Your

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capacity as such which is reasonably likely to result in the unauthorized disclosure of personal data (or a reasonable belief there has been an unauthorized disclosure).

4. NON-SaaS Subscription PROVIDERS

4.1. Acquisition of Non-SaaS Subscription Products. We or a Third Party may from time to time make available to You, Third Party products or services, including but not limited to Non-SaaS Subscription Applications and implementation, customization and other consulting services. Any acquisition by You of **Non-SaaS Subscription** products or services, and any exchange of data between You and any Non-SaaS Subscription provider, is solely between You and the applicable **Non-SaaS Subscription** provider. We do not warrant or support Non-SaaS Subscription products or services, except as specified in a Sales Order. Subject to Section 4.3 (Integration with Non-SaaS Subscription Applications), purchase of Non-SaaS Subscription products is not required to use the SaaS Subscription except for a supported computing device, operating system, web browser and Internet connection.

4.2. Non-SaaS Subscription Applications and Your Data. If You install or enable Non-SaaS Subscription Applications for use with SaaS Subscription, You acknowledge that We may allow providers of those Non-SaaS Subscription Applications to access Your Data as required for the interoperation of such Non-SaaS Subscription Applications with the SaaS Subscription. We will not be responsible for any disclosure, modification or deletion of Your Data resulting from any such access by **Non-SaaS Subscription** Application providers. The SaaS Subscription will allow You to restrict such access by restricting Users from installing or enabling such Non-SaaS Subscription Applications for use with the SaaS Subscription.

4.3. Integration with Non-SaaS Subscription Applications. The SaaS Subscription may contain features designed to operate with Non-SaaS Subscription Applications. To use such features, You may be required to obtain access to such **Non-SaaS Subscription** Applications from their providers. If the provider of any Non-SaaS Subscription Application ceases to make the Non-SaaS Subscription Application available for operation with the corresponding SaaS Subscription features on reasonable terms, We may cease providing such SaaS Subscription features without entitling You to any refund, credit, or other compensation.

5. FEES AND PAYMENT

5.1. Fees. You will pay all fees specified in all Sales Orders. Except as otherwise specified herein or in a Sales Order, (i) fees are based on the SaaS Subscription and/or Professional Services purchased and not actual usage, (ii) payment obligations are non-cancelable and fees paid are non-refundable, and (iii) the number of Training Record or User subscriptions purchased cannot be decreased during the Subscription Term. Training Record or User subscription fees are based on the Subscription Term and each Subscription Term anniversary; therefore, fees for Training Record or User subscriptions added in the middle of a Subscription Term will be charged a prorated amount for the remaining Subscription Term.

(a) If We determine, based on electronic monitoring of Your Training Record or User subscriptions, the actual number of either Training Record or User subscriptions exceeds the number licensed on a Sales Order, We reserve the right to amend the Sales Order for successive Renewal Terms to increase the number of either Training Record or User subscriptions and the fees.

(b) Professional Service fees do not include travel, lodging or other expenses incurred by Us unless specified on the Sales Order. You will reimburse Us for all travel, lodging, communications, incidentals and other out-of-pocket expenses as they relate to the services rendered by Us to You. Lodging costs shall not exceed the applicable federal government General Services Rate for hotels and other lodging facilities by more than twenty percent.

5.2. Invoicing and Payment. We will invoice You in advance for SaaS Subscription in accordance with the relevant Sales Order. We will invoice You monthly for Professional Services in accordance with the relevant Sales Order. Unless otherwise stated in the Sales Order, invoiced charges are due net 30 days from the invoice date. We agree that Your obligation to pay any amount invoiced under this Agreement or the Professional Services Agreement shall be suspended for any period of time during which We fail to maintain current certificates of insurance or other adequate proof of current insurance, which may include a letter from Our insurance carrier, on file with You proving that We have sufficient insurance to meet the insurance coverage requirements of Section 11 of the Professional Services Agreement. Upon correction of such failure, You will pay amounts invoiced that are in accord with the terms of this Agreement within 30 days if We are not in default under this Agreement.

5.3. Overdue Payments. If any payments are not received by the due date, then at Our discretion, (a) such overdue payments may accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, from the date such payment was due until the date paid, and/or (b) We may condition future subscription renewals and Sales Orders on payment terms shorter than those specified in Section 5.2 (Invoicing and Payment).

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5.4. **Suspension of SaaS Subscription or Professional Services.** If any amount owing by You under any agreement is 30 days' overdue, and only after 30 days written notice and expiration of a thirty day cure period, We may, without limiting Our other rights and remedies, accelerate Your unpaid fee obligations so that all such obligations become immediately due and payable, and suspend Our SaaS Subscription or Professional Services to You until such amounts are paid in full.

5.5. **Payment Disputes.** We will not exercise Our rights under Section 5.3 (Overdue Payments) or 5.4 (Suspension of SaaS Subscription or Professional Services) if You are disputing the applicable charges reasonably and in good faith and are cooperating diligently to resolve the dispute.

5.6. **Taxes.** Unless otherwise stated, Our fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales, use or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction (collectively, "Taxes"). You are responsible for paying all Taxes associated with Your purchases hereunder. If We have the legal obligation to pay or collect Taxes for which You are responsible, the appropriate amount will be invoiced to and paid by You, unless You provide Us with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, We are solely responsible for taxes assessable based on Our income, property and employees.

5.7. **Fee Adjustments.** As provided in this section and in Section 3.2 of the Professional Services Agreement, all fees shall be fixed for an initial three-year period after the Start Date and thereafter may annually increase based on the increase in the U.S. Department of Labor, Bureau of Labor Statistics Consumer Price Index (CPI) for the Los Angeles-Riverside Orange County Area for the 12-month period preceding each Subscription Term.

6. PROPRIETARY RIGHTS

6.1. **Reservation of Rights in SaaS Subscription.** Subject to the limited rights expressly granted hereunder, We reserve all rights, title and interest in and to the SaaS Subscription, including all related intellectual property and trademark rights. No rights are granted to You other than as expressly set forth herein.

6.2. **Restrictions.** You will not (i) permit any Third Party to access the SaaS Subscription except as permitted herein or in a Sales Order, (ii) create derivative works based on the SaaS Subscription, (iii) copy, frame or mirror any part or content of the SaaS Subscription, other than copying or framing on Your own intranets or otherwise for Your own internal business purposes, (iv) reverse engineer, decompile or otherwise attempt to derive source code, or (v) access the SaaS Subscription in order to (a) build a competitive product or service, or (b) copy any features, functions or graphics of the SaaS Subscription.

6.3. **Ownership.** We retain sole and exclusive ownership of, and all right, title and interest in and to the SaaS Subscription, the documentation User Guide, any modifications and all suggestions, ideas, improvements, feedback, evaluation materials, presentations, designs, technology, inventions, know-how, works of authorship, software, specifications, and other materials, information and any other intellectual property made, developed, conceived or reduced to practice by Us (whether alone, or jointly with You) in the performance of this Agreement.

6.4. **Your Applications and Code.** If You, a Third Party acting on Your behalf, or a User creates applications or program code using the SaaS Subscription, You authorize Us to host, copy, transmit, display and adapt such applications and program code, solely as necessary for Us to provide the SaaS Subscription in accordance with this Agreement. Subject to the above, We acquire no right, title or interest from You or Your licensors under this Agreement in or to such applications or program code, including any intellectual property rights therein.

6.5. **Your Data.** Subject to the limited rights granted by You hereunder, We acquire no right, title or interest from You or Your licensors under this Agreement in or to Your Data, including any intellectual property rights therein. You grant to Us a non-exclusive license to use Your Data for the purposes of performing Our obligations under this Agreement.

6.6. **Our Protection of Your Data.** We receive no ownership rights in Your Data. We will maintain appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Your Data. We will not (a) modify Your Data, (b) disclose Your Data except as compelled by law in accordance with Section 7.3 (Compelled Disclosure) or as expressly permitted in writing by You, or (c) access Your Data except to provide the SaaS Subscription or Professional Services and prevent or address service or technical problems, or except at Your request in connection with customer support matters.

6.7. **Report Writer Software.** You acknowledge the SaaS Subscription service may utilize ad hoc report writer software ("Ad Hoc") under a license granted to Us by a Third Party, which licenses Us the right to sublicense the use of the Ad Hoc as part of the Service to You. Such sublicense is nonexclusive and solely for Your internal use and You may not further resell, re-license, or grant any other rights to use such sublicense to any Third Party. You further acknowledge the Ad Hoc licensing Third Party retains all right, title, and interest to the Ad Hoc and all documentation related to the Ad Hoc. All confidential or proprietary information of Ad Hoc licensing Third Party is Confidential Information under the terms of this Agreement.

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7. CONFIDENTIALITY

7.1. Definition of Confidential Information. "Confidential Information" means all confidential information disclosed by a Party ("Disclosing Party") to the other Party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Your Confidential Information will include, but not be limited to Your Data; Our Confidential Information will include, but not be limited to the SaaS Subscription; and Confidential Information of each Party will include the terms and conditions of this Agreement and all Sales Orders, as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such Party. However, Confidential Information will not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a Third Party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party.

7.2. Protection of Confidential Information. The Receiving Party (i) will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) (ii) will not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, and (iii) except as otherwise authorized by the Disclosing Party in writing, will limit access to Confidential Information of the Disclosing Party to its Affiliates' employees, contractors and agents who need such access for purposes consistent with this Agreement.

7.3. Compelled Disclosure. Notwithstanding any language in this Agreement to the contrary, any disclosure required by You of any information or records obtained by You under or in connection with this Agreement, whether or not defined as Confidential Information, under the provisions of, and as determined necessary by the Calabasas City Clerk in her sole judgment to comply with, the California Public Records Act, Government Code section 6250, et seq., is not a breach of this Agreement. If the Receiving Party is required to disclose any Confidential Information of the other by law, regulation or governmental authority, including the California Public Records Act, the Receiving Party will provide reasonable notice to Disclosing Party of such required disclosure and the opportunity for Disclosing Party to secure a protective order or other court order preventing or limiting disclosure. If a protective order or other remedy is not obtained by Disclosing Party, then the Receiving Party may disclose such Confidential Information as necessary for compliance with the applicable law, regulation or governmental authority, as determined necessary in the sole judgment of the Calabasas City Clerk. Notwithstanding such disclosure, such information will remain Confidential Information and subject to the requirements of this Section, except as provided by applicable law, including Government Code section 6254.5.

8. WARRANTIES AND DISCLAIMERS FOR SaaS SUBSCRIPTION AND PROFESSIONAL SERVICES

8.1. Our Warranties for SaaS Subscription. We warrant that (i) We have the legal power to enter into this Agreement, (ii) the SaaS Subscription will perform materially in accordance with the User Guide, (iii) subject to Section 4.3 (Integration with Non- SaaS Subscription Applications), the functionality of the SaaS Subscription will not be materially decreased during a Subscription Term, and (iv) We will not transmit Malicious Code to You, provided it is not a breach of this subpart (iv) if You or a User uploads a file containing Malicious Code into the SaaS Subscription and later downloads that file containing Malicious Code. For any breach of a warranty above, Your exclusive remedy will be as provided in Sections 11, 13 (Termination) and Section 13.7 (Refund or Payment upon Termination) below.

8.2. Our Warranties for Professional Services. We warrant the Professional Services will be performed consistent with generally accepted industry standards. We further warrant that this Software is fit for Your permit tracking and reporting processes needed by your Building and Safety Division, Planning Division, Code Enforcement Section, Public Works Department, and Finance Departments, as described in our Revised January 23, 2018 Cost Proposal.

8.3. Disclaimer. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

9. LIMITATION ON WARRANTIES FOR PROFESSIONAL SERVICES

YOU MUST REPORT ANY DEFICIENCIES IN THE PROFESSIONAL SERVICES TO US IN WRITING WITHIN THIRTY (30) DAYS OF COMPLETION OF THE PROFESSIONAL SERVICES IN ORDER TO RECEIVE WARRANTY REMEDIES. THE WARRANTY HEREIN IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A

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PARTICULAR PURPOSE.

10. EXCLUSIVE REMEDY FOR PROFESSIONAL SERVICES

For any breach of the above warranty, Your exclusive remedy will be the re-performance of the Professional Services. If We are unable to re-perform the Professional Services as warranted, You will be entitled to recover the fees paid to Us for the deficient services. IN NO EVENT WILL WE BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING FROM ANY PROFESSIONAL SERVICES PROVIDED HEREUNDER, INCLUDING BUT NOT LIMITED TO CLAIMS FOR LOST PROFITS OR OTHER ECONOMIC DAMAGES.

11. LIMITATION OF LIABILITY

11.1. Limitation of Liability. NEITHER PARTY'S LIABILITY WITH RESPECT TO ANY SINGLE INCIDENT ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER IN CONTRACT OR TORT OR UNDER ANY OTHER THEORY OF LIABILITY) WILL EXCEED ONE MILLION DOLLARS (\$1,000,000) that is provided and insurable under the insurance policy. THE FOREGOING WILL NOT INCREASE OR LIMIT YOUR PAYMENT OBLIGATIONS UNDER SECTION 5 (FEES AND PAYMENT). WE EXPRESSLY AGREE THAT OUR OBLIGATION TO INDEMNIFY YOU UNDER THIS AGREEMENT IS LIMITED TO ONE MILLION DOLLARS (\$1,000,000) that is provided and insurable under the insurance policy.

11.2. Exclusion of Consequential and Related Damages. IN NO EVENT WILL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS OR REVENUES OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER OR PUNITIVE DAMAGES HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING DISCLAIMER WILL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

11.3. OUR INDEMNITY OF YOU. To the fullest extent permitted by law, We agree to indemnify, hold harmless, and defend You, your officers, agents, employees and volunteers from and against any and all claims, losses, costs and expenses for any damage due to death or injury to any person, whether physical, consequential or otherwise, and injury to any property arising out of or in connection with Our alleged negligence, recklessness or willful misconduct or other wrongful acts, errors or omissions of Us or any of Our officers, employees, servants, agents, or subcontractors, or anyone directly or indirectly employed by either Us or Our subcontractors, in the performance of this Agreement or Our failure to comply with any of Our obligations contained in this Agreement, except such loss or damage which is caused by the sole active negligence or willful misconduct of You. Such costs and expenses shall include reasonable attorneys' fees due to counsel of Your choice, expert fees and all other expenses of litigation. We shall not be entitled to any refund of attorneys' fees, defense costs or expenses in the event that we are adjudicated to have been non-negligent. You agree that Our indemnity obligation under this Agreement shall be limited to One Million Dollars (\$1,000,000).

12. TERM AND TERMINATION FOR PROFESSIONAL SERVICES

Professional Services will commence on the date specified on the applicable Sales Order. Either Party may terminate Professional Services any time by providing the other Party with at least 14 days' written notice. Any Professional Services outstanding at the time of termination will continue to be covered by this Agreement as if it had not been terminated.

13. TERM AND TERMINATION FOR SaaS SUBSCRIPTION

13.1. Term of Agreement. This Agreement commences on the date You accept it and continues until all Training Record or User subscriptions have expired or been terminated.

13.2. Term of Purchased Training Record or User Subscriptions. Training Record or User subscriptions purchased by You commence on the Start Date specified in the applicable Sales Order and continue for the Subscription Term specified. Except as otherwise specified in the applicable Sales Order, all Training Record or User subscriptions will automatically renew for additional periods equal to the expiring one-year Subscription Term, unless either Party gives the other notice of non-renewal at least 30 days before the end of the relevant Subscription Term. The pricing during any such renewal term will be the same as the prior term unless We have given You written notice of a pricing increase at least 180 days before the end of such prior term, in which case the pricing increase will be effective upon renewal and thereafter.

13.3. Stop in SaaS Subscription. Upon 180 days' prior written notice, We may terminate provision of the SaaS Subscription as a hosted offering. We will export and return Your Data to You via digital media, in an industry standard

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format for maximum use and transferability, at Our expense. We will refund You any prepaid fees covering the remainder of the term of all subscriptions after the effective date of stop in SaaS Subscription.

13.4. Termination for Any Reason. After the expiration of the first three years of this Agreement, A Party may terminate this Agreement for any reason, whether or not for cause, on thirty days' written notice to the other Party.

13.5. Termination for Cause. A Party may terminate this Agreement for cause: (i) upon 30 days' written notice to the other Party of a material breach if such breach remains uncured at the expiration of such period, or (ii) if the other Party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors. In addition, We may terminate this Agreement if You fail to make any payment due hereunder within 30 days after receiving written notice from Us that such payment is delinquent.

13.6. Effect of Termination. Upon termination for any reason and after expiration of the thirty day notice period, (a) all licenses granted will automatically and immediately terminate, and We may immediately disable and discontinue Your access to and use of the SaaS Subscription without further notice to You, (b) You will promptly return to Us all Documentation and all information and materials that You have acquired pertaining to the SaaS Subscription and any other Confidential Information of Ours. Within 30 days of the notice of such termination, We will export all Your Data then-stored in the Service and ship the information to You in a digital format, in an industry standard format for maximum use and transferability.

13.7. Refund or Payment upon Termination. Upon any termination by You for cause, We will refund You any prepaid fees covering the remainder of the term of all subscriptions after the effective date of termination. Upon any termination by Us for cause, You will pay any unpaid fees covering the remainder of the term of all Sales Orders after the effective date of termination. In no event will any termination relieve You of the obligation to pay any fees payable to Us for the period prior to the effective date of termination.

13.8. Return of Your Data. Within 30 days after the effective date of any termination of SaaS Subscription and upon request by You, We will make available to You for download a file of Your Data. After such 30-day period, We will ship Your Data to You in a digital format, in an industry standard format for maximum use and transferability, then We will have no obligation to maintain or provide any of Your Data and will thereafter, unless legally prohibited, delete all of Your Data in Our systems or otherwise in Our possession or under Our control.

13.9. Surviving Provisions. Section 5 (Fees and Payment), 6 (Proprietary Rights), 7 (Confidentiality), 8.3 (Disclaimer), 11 (Limitation of Liability), 13.6 (Refund or Payment upon Termination), 13.8 (Return of Your Data), 14 (Contracting Seller, Notices, Governing Law and Jurisdiction) and 15 (General Provisions) will survive any termination or expiration of this Agreement.

14. CONTRACTINGSELLER, NOTICES, GOVERNING LAW AND JURISDICTION

14.1. Seller: Paladin Data Systems Corporation, a Washington corporation.

14.2. Address Notices to: 19362 Powder Hill Pl. NW, Poulsbo, WA 98370, Attn: Contracts

14.3. Governing Law. Washington and controlling United States federal law

14.4. Exclusive Court Jurisdiction. Kitsap County, Washington

14.5. Manner of Giving Notice. Except as otherwise specified in this Agreement, all notices, permissions and approvals will be in writing and will be deemed to have been given upon: (i) personal delivery, (ii) the second business day after mailing, (iii) the second business day after sending by confirmed facsimile, or (iv) the first business day after sending by email (provided email will not be sufficient for notices of termination or an indemnifiable claim). Billing-related notices to You will be addressed to the relevant billing contact designated by You. All other notices to You will be addressed to the relevant SaaS Subscription system administrator designated by You.

14.6. Agreement to Governing Law and Jurisdiction. Each Party agrees to the applicable governing law above without regard to choice or conflicts of law rules, and to the exclusive jurisdiction of the applicable courts above.

14.7. Waiver of Jury Trial. Each Party hereby waives any right to jury trial in connection with any action or litigation in any way arising out of or related to this Agreement.

15. GENERAL PROVISIONS

15.1. Amendment; No Waiver. Except as otherwise expressly provided herein, this Agreement may not be amended or modified and the observance of any provision of this Agreement may not be waived except with the written consent of the Parties. No failure by either Party to enforce any rights hereunder will constitute a waiver of such right then or in the future or any other right or remedy hereunder. To the extent the terms and conditions of any Exhibit, attachment, purchase order, invoice, proposal or response to request for proposal, conflict with or are inconsistent with this Agreement, the terms and conditions of this Agreement will control and no such conflicting terms will be deemed as a waiver or amendment of this Agreement.



Professional Services Agreement
(City of Calabasas / Paladin Data Systems Corporation)

15.2. **Anti-Corruption.** You have not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from any of Our employees or agents in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction. If You learn of any violation of the above restriction, You will use reasonable efforts to promptly notify Us.

15.3. **Assignment; Binding Effect.** This Agreement may not be transferred or assigned by either Party without the express written consent of the other, which will not be unreasonably withheld or delayed, except that either Party may, without the consent of the other Party, assign this Agreement in its entirety to a parent, subsidiary or affiliate of such Party or an acquirer of more than 50% of the assigning Party's outstanding voting capital stock or to a purchaser of all or substantially all of the assigning Party's assets. Notwithstanding the foregoing or any other provision of this Agreement, You may not assign, sublicense, delegate or transfer this Agreement or any of its rights or obligations under this Agreement to any competitor of Ours. Any purported transfer or assignment in contravention of this Section will be null and void. This Agreement will inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns.

15.4. **Basis of Bargain.** The Parties acknowledge that they have entered into this Agreement in reliance upon the disclaimers of warranties and limitations of liability and damages as set forth in this Agreement, and that such provisions form an essential basis of the bargain between the Parties and do not cause this Agreement, or the remedies available hereunder, to fail of its or their essential purpose.

15.5. **Counterparts.** This Agreement may be executed in any number of English language counterparts or duplicate originals, and each such counterpart or duplicate original will constitute an original instrument, but all such separate counterparts or duplicate originals will constitute one and the same instrument.

15.6. **Entire Agreement.** This Agreement, including the Exhibits attached, constitutes the entire Agreement of the Parties concerning its subject matter and supersedes any and all prior or contemporaneous, written or oral negotiations, correspondence, understandings and agreements between the Parties respecting the subject matter of this Agreement.

15.7. **Export Compliance.** The SaaS Subscription, other technology We make available, and derivatives thereof may be subject to export laws and regulations of the United States and other jurisdictions. Each Party represents that it is not named on any U.S. government denied-party list. You will not permit Users to access or use SaaS Subscription in a U.S.-embargoed country or in violation of any U.S. export law or regulation.

15.8. **Force Majeure.** Except with respect to payment obligations, neither Party will be liable for any failure of performance or equipment due to causes beyond such Party's reasonable control, including but not limited to: acts of God, fire, flood or other catastrophes; any law, order, regulation, direction, action, or request of any governmental entity or agency, or any civil or military authority; national emergencies, insurrections, riots, wars; unavailability of rights-of-way or materials; or strikes, lock-outs, work stoppages, or other labor difficulties.

15.9. **Headings and Interpretation.** Headings and captions are for convenience only and are not to be used in the interpretation of this Agreement. The words "include," "includes," and "including" when used in this Agreement will be treated in each case as followed by the words "without limitation."

15.10. **Relationship of the Parties.** The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.

15.11. **Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement will remain in effect.

15.12. **Insurance and Risk of Loss.** You bear all responsibility for damages to Your equipment and facilities.

15.13. **Cooperative Use.** With Your approval, the market research conducted by You during Your selection process for SMARTGOV SaaS and associated services may be extended for use by other jurisdictions, municipalities, and government agencies of Your state. Any such usage by other entities must be in accordance with ordinance, charter, and/or procurement rules and regulations of the respective political entity.

Professional Services Agreement
(City of Calabasas / Paladin Data Systems Corporation)

NON-COLLUSION DECLARATION

TO BE EXECUTED BY
BIDDER AND SUBMITTED WITH BID

The undersigned declares:

I am the Senior Vice President of Sales Solutions, the party making the foregoing bid.

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 9/11/2018 [date], at Cary [city], NC [state]."

DocuSigned by:
Brian Carter
9FE34C48C8494EF

Signature

Brian Carter

Printed Name of Signatory



CITY of CALABASAS
CITY COUNCIL AGENDA REPORT

DATE: SEPTEMBER 17, 2018

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: JEFF RUBIN, DIRECTOR OF COMMUNITY SERVICES



SUBJECT: RECOMMENDATION FROM THE PARKS, RECREATION AND EDUCATION COMMISSION REGARDING THE WILD WALNUT PARK MASTER PLAN

MEETING DATE: SEPTEMBER 26, 2018

SUMMARY RECOMMENDATION:

It is recommended that the City Council review the recommendation from the PRE regarding the Wild Walnut Park Master Plan and provide direction to staff.

BACKGROUND/DISCUSSION:

Wild Walnut Park was acquired in 2001 and consists of approximately 10 acres on the corner of Mulholland Highway and Old Topanga Canyon Road. Since the acquisition of the park, and with a goal to keep it natural in it's setting, staff has worked to: develop a walking trail (approximately ¼ mile in length) at the base of the park; add native plants; develop a picnic grove for gatherings; place seating areas and interpretative signage in the park for rest stops along the trail; and establish a parking area for visitors.

Over the years, "east side" residents have approached staff about having more park/play opportunities similar to those on the "west side" of the city such as, De Anza Park, Gates Canyon Park and Grape Arbor Park. The "east side" of town, in which Wild Walnut sits, currently has smaller parks and some come with limited

access and limited hours. These facilities include the Calabasas Tennis & Swim Center, Creekside Park, Freedom Park and Highlands Park.

Staff received direction in early 2015 to investigate the opportunities and desire of the community on the “east side” of the city. We were advised to work with the Parks, Recreation & Education Commission (PRE) to complete this goal of providing a natural themed play environment concept at Wild Walnut Park and then to share the ideas with the community at a public workshop.

At the PRE Commission meeting on March 9, 2015, a Wild Walnut Park Subcommittee was developed and tasked with making recommendations that would lend itself to enhancing the beautiful setting that Wild Walnut Park already provides. The subcommittee would then take the recommendations to a community meeting to get additional feedback and finally formalize a plan. Staff anticipates that the desired location for any kind of play equipment be back behind or beside the existing picnic grove where there is currently a relatively flat area away from parking and the highway.

In June of 2015, an on-line survey was conducted in eNews to gather the “pulse of the community” and to further explore the idea of placing a naturally themed play environment at Wild Walnut Park. The majority of the feedback was in favor of moving forward with the idea. At the June 22, 2015 PRE meeting the commissioners reviewed the results and feedback and recommended staff move forward with a community workshop to gather ideas.

A “Wild Walnut Park Possible Playground Workshop” was conducted on July 21, 2015 with approximately 25 in attendance, including Councilmembers and Commissioners. The goal of the workshop was to further ascertain if there was support for the idea of putting a naturally themed play environment at Wild Walnut Park and if so, to gather specific ideas on naturally themed playground equipment. Staff took the group through the results and feedback from the June eNews survey and then led them through a discussion on the different types of amenities they might like to see at Wild Walnut Park.

After receiving and listening to the feedback and comments of the community, the playground features would be more of the bouldering and climbing type structures using natural looking material in both its colors and representation. Along with the playground equipment, the parking lot would undergo some enhancements to better distinguish parking spots. Interpretive signage would be increased to identify the parks wonderful features, its wildlife and native plant life. A drinking fountain and/or restroom could be included in the design or at a later phase if this is the desire of the Community, PRE and City Council.

As the City budget became impacted by the loss of certain revenue sources and subsequent restrictions, any idea of adding amenities to Wild Walnut Park was placed on hold.

The Los Angeles County Regional Park and Open Space District (RPOSD) is responsible for implementing the Safe, Clean Neighborhood Parks and Beaches Measure of 2016 (Measure A). Seventy-five percent (75%) of Los Angeles County voters approved Measure A in November 2016. This approval authorizes continued dedication of local funding for grant projects and their maintenance through an annual charge of 1.5 cents per square foot of building floor area on all taxable real property in the County. Similar propositions in 1992 and 1996 allocated funds to Calabasas and were key components in the purchase of the Calabasas Tennis & Swim Center, building De Anza Park, building the Agoura Hills/Calabasas Community Center and for funding several park projects over the years.

Measure A makes funding available to eligible recipients for projects that repair and upgrade parks and recreation facilities, preserve and protect open spaces and beaches, and support recreational programming. Measure A implementation also includes efforts to update and maintain the 2016 Countywide Comprehensive Parks and Recreation Needs Assessment (Needs Assessment) process and its data. It will utilize available technology to facilitate grant applications and provide efficient oversight. The architecture of Measure A aims to respond to the findings of the Needs Assessment by increasing the quantity and the quality of parks, recreation facilities, beaches and open spaces throughout Los Angeles County, with an emphasis on the areas of highest need.

I am honored to be a member of the implementation Steering Committee for Measure A (Steering Committee) which will provide guidance and make decisions at key steps of the implementation process. The Steering Committee consists of approximately 45 members with expertise in parks, recreation, and open space, as well as related local community issues in Los Angeles County. As many of you know, I also served on the Needs Assessment Steering Committee in 2015 and 2016.

The RPOSD will be working with a consulting team, with input from the Steering Committee, to develop eligibility criteria for grant funded projects, refine technology solutions, and establish a methodology for updating the Countywide Parks Needs Assessment data, among other tasks.

In a nutshell, there will be both non-competitive and competitive grants to apply for. The non-competitive grants (per capita) coming to the City of Calabasas will be approximately \$96,000 per year with another \$23,000 per year in Maintenance

and Servicing (M&S Funds). It is expected that these funds will begin to be dispersed in the Fall of 2018 or Winter of 2019.

With a continuous funding mechanism (20+years) it will be important to update/incorporate new priorities/projects into the Parks and Recreation Master Plan that was adopted by City Council in 2005 and is posted on the City website. Wild Walnut Park is identified in this plan as a passive park facility with a future connection to the Environmental Education Center that is across the street. It was mentioned to possibly include a naturally themed play environment along with other potential amenities. Through community workshops, the PRE and ultimately the City Council we can enhance upon what Wild Walnut Park currently offers.

A sub-committee (Laurel Ford, Charlotte Meyer and Heath Patton) of the PRE met with staff on July 26, 2017, to discuss both assumptions and process, as staff was preparing to come before the City Council. It was highly suggested by the sub-committee that this time around we do the following:

- Explain the process to the community and how any ideas/plans will move through the City processes.
- Incorporate input from all east side residents and not just those in the immediate area around Wild Walnut Park.
- Explain that this exercise is to plan for additional amenities at Wild Walnut Park and no other land is under consideration, such as Creekside Park or parcels for sale.
- Explain that any additions to Wild Walnut Park will tie into the rustic ambiance of the facility.
- Explain that additions to Wild Walnut Park can be built in phases as funding becomes available.
- Explain that adding amenities to Wild Walnut Park is not an arbitrary decision, but rather one that is identified in the Parks and Recreation Master Plan.

On August 23, 2017 the City Council provided staff with direction to move forward on the Wild Walnut Park Master Planning. Below are some of the comments from Councilmembers:

- Have the PRE discuss and initiate a Public Workshop.
- Return to Council by the end of 2017 or early 2018 with a recommendation and timeline.
- Review and mitigate any safety concerns.
- Create a more active facility and return with a Resolution changing status from passive to active.

- Maintain the beauty of the facility with a natural look.
- Come up with a phasing concept of amenities.
- Determine if other facilities around have a youth playground and a dog park on the same location.
- Pros/Cons of having a restroom in major thoroughfare.
- Find additional funding sources.

In the 27 years since Calabasas was incorporated, the City has developed a very high level of park and recreation services. Despite a constraint on land available for active use parks, the City has acquired or built an impressive array of facilities. The level of programming is extensive, and a high percentage of Calabasas citizens participate in the City's recreation activities. The City also has been an active steward of the natural environment, acquiring open space and partnering with other agencies to protect land. Overall, the City has established an extremely successful recreation program and park system.

The main challenge for Calabasas in the coming years will be expanding its physical facilities to meet currently unserved recreation needs. The community has expressed a need for additional facilities, such as more soccer fields, east side park/playground, community garden and an east side dog park to name a few.

At the September 11, 2017 City Council Meeting, Council directed staff to do the following:

1. Conduct a community workshop for amenities to be added to Wild Walnut Park.
2. Initiate design concepts along with a phasing plan.
3. Return to Council with a recommendation from the Parks, Recreation and Education Commission along with a Resolution changing the park designation from passive to active.

A Community Workshop took place on Saturday, November 4, 2017 from 9 a.m.- Noon in the Founders Hall with 77 participants (69 Residents/8 Non-Residents). The following constitutes the results from the workshop:

USER GOALS

**Which Statement Best Describes Your Vision for New Amenities at the Park?
(Choose One) 76 Votes**

- It will be a destination for me and my family on a regular basis - **6**
- It will be a place for me to engage in a healthy and active lifestyle- **21**

- It will be a place where I can go to meet with friends and enjoy the outdoors- **49**

The Park Should Principally Focus On (Choose One) 70 Votes

- Amenities for Youth- **5**
- Amenities for Adults- **6**
- Amenities for Both- **59**

The Park Should Serve both People and Canines (Choose One) 71 Votes

Yes- **66** No- **5**

PREFERENCES

The Park Should Have a Restroom (Choose One) 73 Votes

Yes- **49** No- **24**

The Park Should Incorporate a Dog Park (Choose One) 76 Votes

Yes- **66** No- **10**

The Park Should Have a Community Garden (Choose One) 72 Votes

Yes- **43** No- **29**

The Park Should Have a Playground (Choose One) 76 Votes

Yes- **39** No- **37**

The Park Should Have Expanded and Better Defined Parking (Choose One) 72 Votes

Yes- **60** No- **12**

I Would Prefer... (Choose One) 56 Votes

- A playground for Tots (2-5) Only- **6**
- A playground for both Tots and Youth (5-12)- **50**

Please indicate your preferences by putting as many or as few of the 5 dots on each of the next 5 categories: (372 dots used of a possible 385 dots)

Playground Component- **38**

Dog Park- **223**

Restroom- **36**

Community Garden- **35**

Parking Lot- **40**

There was also a comment board located at the last station where attendees were able to leave us with some comments/thoughts. Following are the comments that were added to the board:

What else would you like to see incorporated? I think it would be great to have...

- Fence to keep coyotes out
- Lock gates at reasonable hours
- Trail connection into the hills
- More hiking trails
- Sidewalks leading to the park
- Two gates when entering the dog park
- Wide dirt path allowing 2 toddlers to ride bikes side by side
- Keep the environment in original state-preserve the scenic corridor
- Allow bicycles-a trailhead for bikes
- White Oak & Victory dog parks are excellent examples
- Chumash theme playground
- Safe crossing to Headwaters Corner
- Incorporate similar designs- complementing the park with Headwaters
- Snake fences
- Ficus Trees because they do not shed and they provide shade
- Many benches
- Trash cans and dog waste bags
- Thousand Oaks dog park is an excellent example-we need huge size
- Grass dog park only - real or fake woodchips are annoying and dirty-difficult to pick up dog feces
- Two dog areas (one for small and one for large)
- Traffic light at Old Topanga and Mulholland Hwy
- Leave it wild
- Keep the coyotes in

- Public bulletin board-residents can post notices
- Shade (either natural or canvas) for both dogs and people
- No bathrooms
- A gated park so it is safe for children. There are not enough parks for kids on the East end of Calabasas
- Outdoor innovation camp designed for kids (and adults). 3 picnic tables required with electricity
- Keep it wild-no development
- Fitness Stations like at Brandon's Village
- Right hand turn lane from Old Topanga to Mulholland
- Baseball field
- Water fountain for both people and animals each
- Do not develop- Use Creekside instead
- No further development-leave as is
- Botanical Garden-only native plants with educational signs

Staff began working with Jeff Maxwell of JMD Landscape Architecture, Inc. on implementing the top community choices into a park design. Attached you will find two design options that were presented to the PRE.

On June 11, 2018 the PRE met to discuss the Wild Walnut Park Master Plan and went through both options. After discussion, the PRE voted 5 to 1 to recommend Option 2 to City Council mainly due to the two defined areas for small dogs and large dogs. The PRE was mixed on the public restroom component but as staff explained, if the Master Plan is moved forward that the amenities would be built in phases and the restroom could be a later phase or excluded all together.

REQUESTED ACTION:

It is requested that the City Council review the recommendation from the PRE regarding the Wild Walnut Park Master Plan and provide direction to staff.

ATTACHMENTS:

- Exhibit A Option 1
- Exhibit B Option 2

LEGEND

1 NATIVE PLANT RESTORATION

2 SITE ENGINEERING
grading and drainage
improvements

3 PARK SIGN

4 GRAVEL PARKING WITH 12 SPACES

5 ADA PARKING (2 SPACES)

6 RESTROOM

7 INFORMATION KIOSK

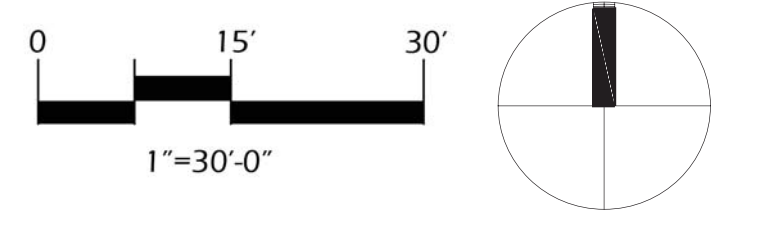
8 DOG RUN
with rail fencing
and entry enclosure

9 PLAY AREAS
enclosed with split rail
mesh fencing

10 EXISTING WALNUT GROVE
protected in place, with new split
rail mesh fencing and gates



AERIAL VIEW

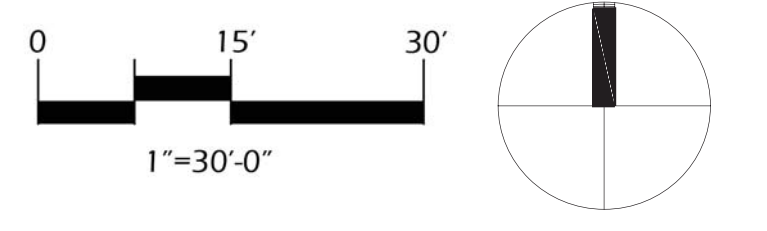


LEGEND

- 1 NATIVE PLANT RESTORATION
- 2 SITE ENGINEERING
grading and drainage
improvements
- 3 PARK SIGN
- 4 GRAVEL PARKING WITH 12 SPACES
- 5 ADA PARKING (2 SPACES)
- 6 RESTROOM
- 7 INFORMATION KIOSK
- 8 DOG RUN
with rail fencing
and entry enclosure
- 9 PLAY AREAS
enclosed with split rail
mesh fencing
- 10 EXISTING WALNUT GROVE
protected in place, with new split
rail mesh fencing and gates



AERIAL VIEW



WILD WALNUT PARK MASTER PLAN

23050 MULHOLLAND HWY, CALABASAS



Check Register Report

Bank: BANK OF AMERICA - OPERATING
 Reporting Period: 08/14/2018 to 09/12/2018

Date: 9/14/2018
 Time: 3:29:40PM
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Check No.	Check Date	Vendor Name	Check Description	Amount	Department
<u>Administrative Services</u>					
103207	9/12/2018	MARTIN & CHAPMAN CO.	VOTER GUIDES 11/6/18	4,640.00	Administrative Services
103133	9/4/2018	TORRES/ANITA//	REIMBURSE EDUC EXPS-SPRING 18	2,871.00	Administrative Services
103066	8/22/2018	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	65.46	Administrative Services
Total Amount for 3 Line Item(s) from Administrative Services				<u><u>\$7,576.46</u></u>	
<u>Boards and Commissions</u>					
102993	8/16/2018	US BANK	VISA- RALPHS	26.05	Boards and Commissions
Total Amount for 1 Line Item(s) from Boards and Commissions				<u><u>\$26.05</u></u>	
<u>City Attorney</u>					
102947	8/14/2018	COLANTUONO, HIGHSMITH &	GENERAL SERVICES	13,547.84	City Attorney
102947	8/14/2018	COLANTUONO, HIGHSMITH &	ZEESMAN	11,407.16	City Attorney
103002	8/22/2018	ARCHER NORRIS	PROFESSIONAL SERVICES	3,525.66	City Attorney
102947	8/14/2018	COLANTUONO, HIGHSMITH &	MISC SPECIAL COUNSEL PROJ	2,125.00	City Attorney
102947	8/14/2018	COLANTUONO, HIGHSMITH &	2015 ANNEXATION	2,100.00	City Attorney
102947	8/14/2018	COLANTUONO, HIGHSMITH &	MALIBU CANYON ASSOCIATION	475.00	City Attorney
102947	8/14/2018	COLANTUONO, HIGHSMITH &	LABOR & EMPLOYMENT	425.00	City Attorney
Total Amount for 7 Line Item(s) from City Attorney				<u><u>\$33,605.66</u></u>	
<u>City Clerk</u>					
103116	8/29/2018	MUNICIPAL CODE CORPORATION	MUNICIPAL CODE SUPPLEMENTS	2,790.51	City Clerk
102993	8/16/2018	US BANK	VISA- UCR EXTENSION	300.00	City Clerk
103073	8/29/2018	AMSTAR EXPRESS, INC.	COURIER SERVICE	180.21	City Clerk
103001	8/22/2018	AMSTAR EXPRESS, INC.	COURIER SERVICE	180.21	City Clerk
103073	8/29/2018	AMSTAR EXPRESS, INC.	COURIER SERVICE	120.14	City Clerk
103073	8/29/2018	AMSTAR EXPRESS, INC.	COURIER SERVICE	120.14	City Clerk
103073	8/29/2018	AMSTAR EXPRESS, INC.	COURIER SERVICE	112.23	City Clerk
103001	8/22/2018	AMSTAR EXPRESS, INC.	COURIER SERVICE	112.23	City Clerk
103001	8/22/2018	AMSTAR EXPRESS, INC.	COURIER SERVICE	103.06	City Clerk
103073	8/29/2018	AMSTAR EXPRESS, INC.	COURIER SERVICE	87.23	City Clerk
102951	8/14/2018	CYBERCOPY	COPY/PRINTING SEI	77.91	City Clerk
102993	8/16/2018	US BANK	VISA- CCAC	50.00	City Clerk
102983	8/14/2018	VALLEY NEWS GROUP	LEGAL ADVERTISIN	45.00	City Clerk



Check Register Report

Bank: BANK OF AMERICA - OPERATING
 Reporting Period: 08/14/2018 to 09/12/2018

Date: 9/14/2018
 Time: 3:29:40PM
 Page 2 of 26

Check No.	Check Date	Vendor Name	Check Description	Amount	Department
102951	8/14/2018	CYBERCOPY	COPY/PRINTING SERVICE	37.68	City Clerk
102993	8/16/2018	US BANK	VISA- AMAZON.COM	20.75	City Clerk
102993	8/16/2018	US BANK	VISA- ITUNES.COM	6.99	City Clerk
Total Amount for 16 Line Item(s) from City Clerk				\$4,344.29	

City Council

103143	9/5/2018	CITY OF AGOURA HILLS	COUNCIL OF GOV'T DUES FY 18/19	20,000.00	City Council
102993	8/16/2018	US BANK	VISA- HILTON GARDEN INN	1,256.26	City Council
102993	8/16/2018	US BANK	VISA- HOTELS.COM	688.13	City Council
102993	8/16/2018	US BANK	VISA- LCC	525.00	City Council
102993	8/16/2018	US BANK	VISA- AMERICAN AIRLINES	508.74	City Council
102993	8/16/2018	US BANK	VISA- LOVI'S DELI	380.98	City Council
102993	8/16/2018	US BANK	VISA- ALAMO RENT A CAR	184.08	City Council
102993	8/16/2018	US BANK	VISA- CALABASAS SELF STORAGE	184.00	City Council
102993	8/16/2018	US BANK	VISA- CALABASAS CHAMBER	175.00	City Council
102993	8/16/2018	US BANK	VISA- BUDGET RENT A CAR	157.27	City Council
102950	8/14/2018	CR PRINT	BUSINESS CARDS	136.88	City Council
103025	8/22/2018	FOUNDATION FOR LAS VIRGENES	SPONSORSHIP- THE CARNIVAL	125.00	City Council
103025	8/22/2018	FOUNDATION FOR LAS VIRGENES	SPONSORSHIP- THE CARNIVAL	125.00	City Council
103025	8/22/2018	FOUNDATION FOR LAS VIRGENES	SPONSORSHIP- THE CARNIVAL	125.00	City Council
103025	8/22/2018	FOUNDATION FOR LAS VIRGENES	SPONSORSHIP- THE CARNIVAL	125.00	City Council
102993	8/16/2018	US BANK	VISA- ATLANTA AIRPORT	114.00	City Council
103091	8/29/2018	CR PRINT	BUSINESS CARDS	108.03	City Council
102962	8/14/2018	LANDS' END BUSINESS OUTFITTERS	BUSINESS ATTIRE W/ LOGO	90.00	City Council
102971	8/14/2018	ROTARY CLUB OF CALABASAS	QTRLY DUES-M S MAURER	75.00	City Council
103066	8/22/2018	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	55.14	City Council
103089	8/29/2018	CITY OF HIDDEN HILLS	2018 FIESTA DINNER TICKETS	30.00	City Council
102993	8/16/2018	US BANK	VISA- EXXON MOBIL	27.80	City Council
102993	8/16/2018	US BANK	VISA- CALABASAS CHAMBER	25.00	City Council
Total Amount for 23 Line Item(s) from City Council				\$25,221.31	

City Management

102993	8/16/2018	US BANK	VISA- AMERICA IN BLOOM	394.00	City Management
102993	8/16/2018	US BANK	VISA- DELTA AIR	390.60	City Management
102939	8/14/2018	CALABASAS CHAMBER OF COMMERCE	MEMBER DUES - CITY MGR	350.00	City Management



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103209	9/12/2018	MELTON/HEATHER//	REIMB TRAVEL EXP- AIB	179.00	City Management
103237	9/12/2018	YALDA/ROBERT//	REIMB TRAVEL EXP- AIB	179.00	City Management
103091	8/29/2018	CR PRINT	BUSINESS CARDS	116.07	City Management
102993	8/16/2018	US BANK	VISA- PONDEROSA FLOWERS	102.00	City Management
103014	8/22/2018	CONEJO AWARDS	NAME BADGE	90.63	City Management
102993	8/16/2018	US BANK	VISA- TOSCANOVA	63.01	City Management
103130	8/29/2018	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	25.16	City Management
103112	8/29/2018	MAIR/ANITA//	REIMB OFFICE SUPPLIES	16.00	City Management
Total Amount for 11 Line Item(s) from City Management				\$1,905.47	

Civic Center O&M

103125	8/29/2018	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	10,137.84	Civic Center O&M
103125	8/29/2018	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	8,196.55	Civic Center O&M
103028	8/22/2018	HAYNES BUILDING SERVICES, LLC	JANITORIAL SERVICES	2,806.79	Civic Center O&M
103028	8/22/2018	HAYNES BUILDING SERVICES, LLC	JANITORIAL SERVICES	1,845.96	Civic Center O&M
103235	9/12/2018	WAXIE SANITARY SUPPLY	JANITORIAL SERVICES	991.90	Civic Center O&M
103131	8/29/2018	WAXIE SANITARY SUPPLY	JANITORIAL SERVICES	904.79	Civic Center O&M
103011	8/22/2018	CIRCULATING AIR, INC.	HVAC MAINTENANCE	865.00	Civic Center O&M
103154	9/5/2018	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	600.37	Civic Center O&M
103131	8/29/2018	WAXIE SANITARY SUPPLY	JANITORIAL SERVICES	547.55	Civic Center O&M
103154	9/5/2018	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	485.41	Civic Center O&M
103224	9/12/2018	SOUTHERN CALIFORNIA GAS CO	GAS SERVICE	455.87	Civic Center O&M
103153	9/5/2018	L.A. CO. FIRE DEPARTMENT	HAZMAT PROGRAM CUPA# AR0050416	440.00	Civic Center O&M
103224	9/12/2018	SOUTHERN CALIFORNIA GAS CO	GAS SERVICE	368.57	Civic Center O&M
102976	8/14/2018	SOUTHERN CALIFORNIA GAS CO	GAS SERVICE	317.00	Civic Center O&M
102993	8/16/2018	US BANK	VISA- SAFEWAY SIGNS	310.76	Civic Center O&M
102993	8/16/2018	US BANK	VISA- ROADSIDE LUMBER	271.21	Civic Center O&M
102993	8/16/2018	US BANK	VISA- ROADSIDE LUMBER	271.21	Civic Center O&M
102976	8/14/2018	SOUTHERN CALIFORNIA GAS CO	GAS SERVICE	256.30	Civic Center O&M
102954	8/14/2018	EMERALD COAST PLANTSCAPES, INC	PLANT MAINTENANCE- LIBRARY	250.00	Civic Center O&M
103204	9/12/2018	LIFTECH ELEVATOR SERVICES INC	ELEVATOR SERVICES	215.00	Civic Center O&M
103204	9/12/2018	LIFTECH ELEVATOR SERVICES INC	ELEVATOR SERVICES	215.00	Civic Center O&M
103109	8/29/2018	LIFTECH ELEVATOR SERVICES INC	ELEVATOR SERVICES	215.00	Civic Center O&M
103109	8/29/2018	LIFTECH ELEVATOR SERVICES INC	ELEVATOR SERVICES	215.00	Civic Center O&M
103186	9/12/2018	CHEM PRO LABORATORY, INC.	HVAC SERVICE	134.50	Civic Center O&M
103186	9/12/2018	CHEM PRO LABORATORY, INC.	HVAC SERVICE	134.50	Civic Center O&M



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102993	8/16/2018	US BANK	VISA- HOME DEPOT	111.07	Civic Center O&M
102993	8/16/2018	US BANK	VISA- HOME DEPOT	111.07	Civic Center O&M
102993	8/16/2018	US BANK	VISA- DIY	94.12	Civic Center O&M
102993	8/16/2018	US BANK	VISA- HARBOR FREIGHTS	71.17	Civic Center O&M
102993	8/16/2018	US BANK	VISA- HARBOR FREIGHTS	71.16	Civic Center O&M
102993	8/16/2018	US BANK	VISA- HD SUPPLY	56.78	Civic Center O&M
102993	8/16/2018	US BANK	VISA- HD SUPPLY	56.78	Civic Center O&M
102993	8/16/2018	US BANK	VISA- DIY	55.81	Civic Center O&M
102993	8/16/2018	US BANK	VISA- VISTA PAINT CORP	42.81	Civic Center O&M
102993	8/16/2018	US BANK	VISA- VISTA PAINT CORP	42.81	Civic Center O&M
102993	8/16/2018	US BANK	VISA- RALPHS	34.99	Civic Center O&M
102993	8/16/2018	US BANK	VISA- ALL FUSE	19.99	Civic Center O&M
102993	8/16/2018	US BANK	VISA- ALL FUSE	19.99	Civic Center O&M
102993	8/16/2018	US BANK	VISA- AGOURA LOCK TECH	15.14	Civic Center O&M
Total Amount for 39 Line Item(s) from Civic Center O&M				\$32,255.77	

Community Development

103205	9/12/2018	M6 CONSULTING, INC.	PLAN CHECK SERVICES	92,476.67	Community Development
103111	8/29/2018	M6 CONSULTING, INC.	PLAN CHECK SERVICES	32,517.02	Community Development
103205	9/12/2018	M6 CONSULTING, INC.	INSPECTION SERVICES	16,202.50	Community Development
102965	8/14/2018	M6 CONSULTING, INC.	INSPECTION SERVICES	12,737.50	Community Development
103021	8/22/2018	DAPEER, ROSENBLIT & LITVAK	LEGAL SERVICES	11,510.30	Community Development
103159	9/5/2018	RINCON CONSULTANTS INC	ENVIRONMENTAL CONSULTING	10,050.00	Community Development
103205	9/12/2018	M6 CONSULTING, INC.	PERMIT SERVICES	8,370.00	Community Development
103085	8/29/2018	CALABASAS CREST LTD	R.A.P.- SEP 2018	6,720.00	Community Development
102965	8/14/2018	M6 CONSULTING, INC.	PERMIT SERVICES	4,927.50	Community Development
103021	8/22/2018	DAPEER, ROSENBLIT & LITVAK	LEGAL SERVICES	3,800.64	Community Development
102993	8/16/2018	US BANK	VISA- APA	575.00	Community Development
103020	8/22/2018	CYBERCOPY	COPY/PRINTING SERVICE	403.95	Community Development
103151	9/5/2018	ENDREOLA/GABRIEL//	REIMB TRAVEL- RII TRAINING	316.11	Community Development
103233	9/12/2018	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	297.49	Community Development
103092	8/29/2018	CYBERCOPY	COPY/PRINTING SERVICE	266.47	Community Development
103094	8/29/2018	FLEYSHMAN/ALBERT//	R.A.P.- SEP 2018	228.00	Community Development
103113	8/29/2018	MEDVETSKY/LINA//	R.A.P.- SEP 2018	228.00	Community Development
103119	8/29/2018	RASCOE/JOAN//	R.A.P.- SEP 2018	228.00	Community Development
103123	8/29/2018	SHAHIR/RAHIM//	R.A.P.- SEP 2018	228.00	Community Development



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103132	8/29/2018	YAZDINIAN/SUSAN//	R.A.P.- SEP 2018	228.00	Community Development
103108	8/29/2018	LEVY/ESTHER//	R.A.P.- SEP 2018	228.00	Community Development
103084	8/29/2018	BUILDER'S BOOK, INC. BOOKSTORE	CODE BOOKS	171.55	Community Development
103040	8/22/2018	LANDS' END BUSINESS OUTFITTERS	STAFF PANTS - COMM DEV	153.05	Community Development
103066	8/22/2018	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	132.66	Community Development
103189	9/12/2018	CYBERCOPY	COPY/PRINTING SERVICE	123.84	Community Development
102993	8/16/2018	US BANK	VISA- ICC	100.00	Community Development
103130	8/29/2018	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	96.63	Community Development
103189	9/12/2018	CYBERCOPY	COPY/PRINTING SERVICE	92.97	Community Development
103148	9/5/2018	CYBERCOPY	COPY/PRINTING SERVICE	80.48	Community Development
103140	9/5/2018	BUILDER'S BOOK, INC. BOOKSTORE	CODE BOOKS	79.88	Community Development
103092	8/29/2018	CYBERCOPY	COPY/PRINTING SERVICE	63.78	Community Development
103189	9/12/2018	CYBERCOPY	COPY/PRINTING SERVICE	59.68	Community Development
103233	9/12/2018	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	56.47	Community Development
103189	9/12/2018	CYBERCOPY	COPY/PRINTING SERVICE	52.29	Community Development
103148	9/5/2018	CYBERCOPY	COPY/PRINTING SERVICE	45.99	Community Development
103020	8/22/2018	CYBERCOPY	COPY/PRINTING SERVICE	45.00	Community Development
103148	9/5/2018	CYBERCOPY	COPY/PRINTING SERVICE	44.18	Community Development
103189	9/12/2018	CYBERCOPY	COPY/PRINTING SERVICE	44.18	Community Development
103189	9/12/2018	CYBERCOPY	COPY/PRINTING SERVICE	36.68	Community Development
103092	8/29/2018	CYBERCOPY	COPY/PRINTING SERVICE	36.68	Community Development
103148	9/5/2018	CYBERCOPY	COPY/PRINTING SERVICE	36.68	Community Development
103020	8/22/2018	CYBERCOPY	COPY/PRINTING SERVICE	36.68	Community Development
103189	9/12/2018	CYBERCOPY	COPY/PRINTING SERVICE	33.56	Community Development
103066	8/22/2018	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	28.43	Community Development
103020	8/22/2018	CYBERCOPY	COPY/PRINTING SERVICE	20.37	Community Development
103020	8/22/2018	CYBERCOPY	COPY/PRINTING SERVICE	10.95	Community Development
Total Amount for 46 Line Item(s) from Community Development				\$204,221.81	

Community Services

103019	8/22/2018	CUSTOM PRINTING, INC.	RECREATION BROCHURE	16,761.83	Community Services
103166	9/5/2018	THORNTON/JOHN PAUL//	RECREATION INSTRUCTOR	9,618.70	Community Services
102994	8/22/2018	A RENTAL CONNECTION	EQUIPMENT RENTAL - JULY 4TH	9,280.28	Community Services
103174	9/12/2018	AGOURA HILLS,CALABASAS COM CTR	FACILITY RENTAL- B-BALL	6,264.00	Community Services
103038	8/22/2018	L.A. CO. SHERIFF'S DEPT.	SHERIFF SVCS- FIREWORKS	4,109.15	Community Services
102932	8/14/2018	A RENTAL CONNECTION	EQUIPMENT RENTAL - CONCERT	3,475.59	Community Services



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103134	9/5/2018	A RENTAL CONNECTION	EQUIPMENT RENTAL - CONCERT	3,380.58	Community Services
103018	8/22/2018	CUSTOM MAILING SOLUTIONS	POSTAGE	3,259.32	Community Services
103125	8/29/2018	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	3,235.49	Community Services
103230	9/12/2018	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- SCHL	3,158.66	Community Services
102993	8/16/2018	US BANK	VISA- CONTRACT DECOR	2,884.20	Community Services
102975	8/14/2018	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	2,739.26	Community Services
102953	8/14/2018	DSR AUDIO	SOUND/POWER- CONCERT	2,700.00	Community Services
103150	9/5/2018	DSR AUDIO	SOUND/POWER- CONCERT	2,700.00	Community Services
103212	9/12/2018	MONAHAN/ANN//	RECREATION INSTRUCTOR	2,348.50	Community Services
103125	8/29/2018	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	2,278.69	Community Services
103053	8/22/2018	R P BARRICADE INC	VEHICLE MAINTENANCE	2,142.81	Community Services
103056	8/22/2018	SCHULMAN/JORY//	ENTERTAINMENT- CONCERT	2,000.00	Community Services
103072	8/29/2018	AMERIGAS - OXNARD	PROPANE SERVICE - CREEKSIDE	1,859.50	Community Services
103006	8/22/2018	BARRY KAY ENTERPRISES, INC.	BASKETBALL AWARDS	1,536.29	Community Services
103230	9/12/2018	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- SCHL	1,422.37	Community Services
103236	9/12/2018	WOLF/MEL//	RECREATION INSTRUCTOR	1,369.20	Community Services
102993	8/16/2018	US BANK	VISA- AMC PROMENADE	1,368.00	Community Services
103149	9/5/2018	DOMINE/JAMES//	RECREATION INSTRUCTOR	1,323.00	Community Services
102957	8/14/2018	HAYNES BUILDING SERVICES, LLC	JANITORIAL SERVICES	1,311.37	Community Services
103102	8/29/2018	JACOBS/SAUL//	RECREATION INSTRUCTOR	1,299.20	Community Services
103164	9/5/2018	SUPER SOCCER STARS	RECREATION INSTRUCTOR	1,190.00	Community Services
103215	9/12/2018	OSLER BISHOP & ASSOCIATES	RECREATION INSTRUCTOR	1,118.60	Community Services
103226	9/12/2018	SWAN-MCDONALD/DEBORAH//	RECREATION INSTRUCTOR	1,050.00	Community Services
103000	8/22/2018	AMERICAN TROPHIES AND AWARDS	B-BALL TROPHIES	1,037.90	Community Services
102972	8/14/2018	SECURAL SECURITY CORP	SECURITY- CONCERT	922.08	Community Services
103222	9/12/2018	SECURAL SECURITY CORP	SECURITY- CONCERT	912.90	Community Services
103135	9/5/2018	ALLIANT INSURANCE SERVICES INC	SPECIAL EVENTS INS- SENIOR	853.00	Community Services
103191	9/12/2018	ESGRO/DONNA BURKE//	RECREATION INSTRUCTOR	714.00	Community Services
102993	8/16/2018	US BANK	VISA- STONEFIRE GRILL	709.41	Community Services
103171	9/5/2018	WAXIE SANITARY SUPPLY	JANITORIAL SERVICES	695.97	Community Services
102993	8/16/2018	US BANK	VISA- COSTCO	683.98	Community Services
102993	8/16/2018	US BANK	VISA- CA SCIENCE CTR	672.50	Community Services
103129	8/29/2018	VERGUN/SHANNON JANNETTE//	RECREATION INSTRUCTOR	666.40	Community Services
102993	8/16/2018	US BANK	VISA- CALABASAS SELF STORAGE	658.00	Community Services
103139	9/5/2018	BLUM/ELIZABETH//	RECREATION INSTRUCTOR	623.00	Community Services
103096	8/29/2018	GESAS/HELAIN W.//	RECREATION INSTRUCTOR	598.50	Community Services
103225	9/12/2018	SUZDALTSEV/JENNY//	RECREATION INSTRUCTOR	504.00	Community Services



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103083	8/29/2018	BENDAVID/MICHAEL//	RECREATION INSTRUCTOR	492.80	Community Services
102993	8/16/2018	US BANK	VISA- BACKDROPS BEAUTIFUL	476.83	Community Services
103171	9/5/2018	WAXIE SANITARY SUPPLY	JANITORIAL SERVICES	451.05	Community Services
103203	9/12/2018	L.A. CO. FIRE DEPARTMENT	HAZMAT PROGRAM CUPA# AR0019106	440.00	Community Services
103022	8/22/2018	DEPARTMENT OF JUSTICE	STAFF FINGERPRINTING APPS	424.00	Community Services
102993	8/16/2018	US BANK	VISA- SIGNS & SHAPES	380.00	Community Services
103128	8/29/2018	UNITED SITE SERVICES OF CA INC	PORTABLE TOILET RENTAL	361.36	Community Services
102982	8/14/2018	UNITED SITE SERVICES OF CA INC	PORTABLE TOILET RENTAL	361.36	Community Services
102993	8/16/2018	US BANK	VISA- AMAZON.COM	346.84	Community Services
102993	8/16/2018	US BANK	VISA- COSTCO	338.87	Community Services
102993	8/16/2018	US BANK	VISA- FRESH BROTHERS	326.92	Community Services
102993	8/16/2018	US BANK	VISA- 7 ELEVEN	310.45	Community Services
102993	8/16/2018	US BANK	VISA- OFFICE DEPOT	306.59	Community Services
102999	8/22/2018	ALLIANT INSURANCE SERVICES INC	SPECIAL EVENTS INS- SENIOR	306.00	Community Services
103136	9/5/2018	AT&T	TELEPHONE SERVICE	298.56	Community Services
102993	8/16/2018	US BANK	VISA- PARTY CITY	296.95	Community Services
103082	8/29/2018	BELSLEY/JAMES//	RECREATION INSTRUCTOR	284.90	Community Services
103087	8/29/2018	CANON FINANCIAL SERVICES INC	CANON COPIER LEASES	267.98	Community Services
102993	8/16/2018	US BANK	VISA- HOME DEPOT	257.12	Community Services
102984	8/14/2018	WAXIE SANITARY SUPPLY	JANITORIAL SERVICES	239.91	Community Services
103171	9/5/2018	WAXIE SANITARY SUPPLY	JANITORIAL SERVICES	236.60	Community Services
103142	9/5/2018	CINTAS FIRST AID & SAFETY	FIRE EXTINGUISHER INSPECTION	231.58	Community Services
102993	8/16/2018	US BANK	VISA- ACME VALLEY KEYS	227.09	Community Services
103006	8/22/2018	BARRY KAY ENTERPRISES, INC.	JULY 4TH SUPPLIES	223.93	Community Services
102993	8/16/2018	US BANK	VISA- THE BAKER CAFE	220.00	Community Services
103204	9/12/2018	LIFTECH ELEVATOR SERVICES INC	ELEVATOR SERVICES	215.00	Community Services
103109	8/29/2018	LIFTECH ELEVATOR SERVICES INC	ELEVATOR SERVICES	215.00	Community Services
102998	8/22/2018	ALAN-LEE/CRAIG//	BASKETBALL OFFICIAL	210.00	Community Services
103047	8/22/2018	MONTGOMERY/MICHAEL//	BASKETBALL OFFICIAL	210.00	Community Services
103154	9/5/2018	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	191.61	Community Services
102993	8/16/2018	US BANK	VISA- PARKWAY RESTAURANT	189.31	Community Services
103220	9/12/2018	PRESERVE BOTTLE VILLAGE	SENIOR EXCURSION	187.50	Community Services
102993	8/16/2018	US BANK	VISA- SHARKEY'S RESTAURANT	180.82	Community Services
103052	8/22/2018	PATTERSON/DAVE//	BASKETBALL OFFICIAL	180.00	Community Services
103180	9/12/2018	CALIFORNIA PARK & RECREATION	MEMBERSHIP RENEWAL- J. RUBIN	170.00	Community Services
102993	8/16/2018	US BANK	VISA- DIY	166.64	Community Services
103110	8/29/2018	LUGO/SHARLENE//	RECREATION INSTRUCTOR	153.00	Community Services



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102993	8/16/2018	US BANK	VISA- RALPHS	152.16	Community Services
103142	9/5/2018	CINTAS FIRST AID & SAFETY	KITCHEN SYSTEM INSPECTION	151.52	Community Services
103187	9/12/2018	CLARK PEST CONTROL	PEST CONTROL SERVICES	150.00	Community Services
103187	9/12/2018	CLARK PEST CONTROL	PEST CONTROL SERVICES	150.00	Community Services
103030	8/22/2018	HINES/LEONARDO//	BASKETBALL OFFICIAL	150.00	Community Services
103031	8/22/2018	IMBER/GIL//	BASKETBALL OFFICIAL	150.00	Community Services
103058	8/22/2018	SHAIFER/KEVIN//	BASKETBALL OFFICIAL	150.00	Community Services
103058	8/22/2018	SHAIFER/KEVIN//	BASKETBALL OFFICIAL	150.00	Community Services
102993	8/16/2018	US BANK	VISA- DIRECT TV	148.66	Community Services
103103	8/29/2018	KARASIK/TRACIE//	RECREATION INSTRUCTOR	147.00	Community Services
103224	9/12/2018	SOUTHERN CALIFORNIA GAS CO	GAS SERVICE	145.49	Community Services
102993	8/16/2018	US BANK	VISA- HOME DEPOT	144.70	Community Services
103057	8/22/2018	SECURAL SECURITY CORP	PATROL CAR SERVICES- DE ANZA	135.00	Community Services
103127	8/29/2018	TELLER/BARBARA//	RECREATION INSTRUCTOR	126.00	Community Services
102993	8/16/2018	US BANK	VISA- CORNER BAKERY	124.30	Community Services
103161	9/5/2018	SECURAL SECURITY CORP	SECURITY- FOUNDERS HALL	121.72	Community Services
103100	8/29/2018	INNER-I ...SECURITY IN FOCUS	SERVICE RESPONSE CALL	120.00	Community Services
103054	8/22/2018	RAMIREZ/MICHAEL//	BASKETBALL OFFICIAL	120.00	Community Services
103061	8/22/2018	SUMILANG/MICHAEL//	BASKETBALL OFFICIAL	120.00	Community Services
102972	8/14/2018	SECURAL SECURITY CORP	SECURITY- CONCERT	118.16	Community Services
102993	8/16/2018	US BANK	VISA- STAPLES	114.79	Community Services
103228	9/12/2018	UNITED SITE SERVICES OF CA INC	PORTABLE TOILET RENTAL	110.80	Community Services
102982	8/14/2018	UNITED SITE SERVICES OF CA INC	PORTABLE TOILET RENTAL	110.80	Community Services
102993	8/16/2018	US BANK	VISA- DS SERVICES	109.48	Community Services
102993	8/16/2018	US BANK	VISA- MCCALLA COMPANY	109.24	Community Services
102993	8/16/2018	US BANK	VISA- AMAZON.COM	108.36	Community Services
103124	8/29/2018	SIMMONS/NEILL//	RECREATION INSTRUCTOR	105.00	Community Services
103144	9/5/2018	CLARK PEST CONTROL	PEST CONTROL SERVICES	105.00	Community Services
102976	8/14/2018	SOUTHERN CALIFORNIA GAS CO	GAS SERVICE	101.17	Community Services
102993	8/16/2018	US BANK	VISA- AGOURA LOCK TECH	97.04	Community Services
103003	8/22/2018	AT&T	TELEPHONE SERVICE	94.87	Community Services
103045	8/22/2018	MEKJIAN/HENRY//	BASKETBALL OFFICIAL	90.00	Community Services
103095	8/29/2018	GARRETT/PATRICK//	RECREATION INSTRUCTOR	87.50	Community Services
102993	8/16/2018	US BANK	VISA- TARGET	86.05	Community Services
103219	9/12/2018	PORT-A-STOR INC.	STORAGE - A E WRIGHT	85.00	Community Services
103059	8/22/2018	SO CA MUNI ATHLETIC FEDERATION	CLASS INSURANCE	81.70	Community Services
102993	8/16/2018	US BANK	VISA- MICHAELS PIZZA	75.77	Community Services



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102993	8/16/2018	US BANK	VISA- OVERSTOCK.COM	74.99	Community Services
102993	8/16/2018	US BANK	VISA- RALPHS	69.59	Community Services
103074	8/29/2018	ANAYA/FELIPE//	REIMB MILEAGE - MAR-APR 17	69.34	Community Services
103170	9/5/2018	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	64.20	Community Services
103193	9/12/2018	FILICE/LANA//	REIMB MILEAGE - AUG 18	61.91	Community Services
102993	8/16/2018	US BANK	VISA- AGOURA LOCK TECH	60.12	Community Services
103037	8/22/2018	KELLER/MICHAEL//	BASKETBALL OFFICIAL	60.00	Community Services
102993	8/16/2018	US BANK	VISA- SMART & FINAL	53.14	Community Services
102993	8/16/2018	US BANK	VISA- CONSTANT CONTACT	45.00	Community Services
102993	8/16/2018	US BANK	VISA- TRIMANA CA	44.62	Community Services
102993	8/16/2018	US BANK	VISA- AMAZON.COM	43.78	Community Services
103211	9/12/2018	MILLER/MALEA//	REIMB MILEAGE - AUG 18	41.15	Community Services
102993	8/16/2018	US BANK	VISA- MALIBU LAUNDRY	40.00	Community Services
102993	8/16/2018	US BANK	VISA- PARTY CITY	39.03	Community Services
102993	8/16/2018	US BANK	VISA- AMAZON.COM	35.95	Community Services
102993	8/16/2018	US BANK	VISA- BIG 5 SPORTING GOODS	35.00	Community Services
102993	8/16/2018	US BANK	VISA- ORCHARD SUPPLY	32.82	Community Services
102993	8/16/2018	US BANK	VISA- WALMART	32.04	Community Services
102993	8/16/2018	US BANK	VISA- UNION 76	25.99	Community Services
102993	8/16/2018	US BANK	VISA- AMAZON.COM	18.59	Community Services
102993	8/16/2018	US BANK	VISA- STARBUCKS	16.95	Community Services
102993	8/16/2018	US BANK	VISA- ROADSIDE LUMBER	8.86	Community Services
102993	8/16/2018	US BANK	VISA- 99 CENT STORE	8.75	Community Services
102993	8/16/2018	US BANK	VISA- CANVA	8.00	Community Services
102993	8/16/2018	US BANK	VISA- ALBERTSONS	2.49	Community Services
102976	8/14/2018	SOUTHERN CALIFORNIA GAS CO	GAS SERVICE	0.98	Community Services
Total Amount for 143 Line Item(s) from Community Services				\$123,253.37	

Finance

102996	8/22/2018	ADP, INC	PAYROLL PROCESSING	5,997.88	Finance
102958	8/14/2018	HDL, COREN & CONE INC.	PROPERTY TAX SERVICES	1,512.50	Finance
103117	8/29/2018	MUNISERVICES, LLC	SALES TAX REPORTING SVCS	500.00	Finance
103170	9/5/2018	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	56.44	Finance
103086	8/29/2018	CALIFORNIA STATE CONTROLLER	CONFIRMATION FEE	50.00	Finance



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Total Amount for 5 Line Item(s) from Finance				\$8,116.82	
<u>Klubhouse Preschool</u>					
102964	8/14/2018	LITTLE LEARNERS LLC	CONTRACT SERVICES	9,152.42	Klubhouse Preschool
102993	8/16/2018	US BANK	VISA- NO TEARS	2,055.47	Klubhouse Preschool
102988	8/15/2018	COMMERCIAL MAINTENANCE	JANITORIAL SERVICES	2,050.00	Klubhouse Preschool
102993	8/16/2018	US BANK	VISA- LAKESHORE LEARNING	1,987.17	Klubhouse Preschool
102993	8/16/2018	US BANK	VISA- COASTAL MEDIA GROUP	1,900.00	Klubhouse Preschool
103071	8/29/2018	ALLEGIANT FIRE PROTECTION, INC	FIRE PROTECTION SERVICES	1,765.00	Klubhouse Preschool
102993	8/16/2018	US BANK	VISA- AMAZON.COM	1,201.77	Klubhouse Preschool
102993	8/16/2018	US BANK	VISA- DISCOUNT SCHOOL SUPPLY	1,191.50	Klubhouse Preschool
102993	8/16/2018	US BANK	VISA- COSTCO	1,064.35	Klubhouse Preschool
102993	8/16/2018	US BANK	VISA- SKY HIGH	985.00	Klubhouse Preschool
102993	8/16/2018	US BANK	VISA- STAPLES	965.19	Klubhouse Preschool
102993	8/16/2018	US BANK	VISA- LAKESHORE LEARNING	619.51	Klubhouse Preschool
103171	9/5/2018	WAXIE SANITARY SUPPLY	JANITORIAL SERVICES	552.04	Klubhouse Preschool
103142	9/5/2018	CINTAS FIRST AID & SAFETY	FIRE EXTINGUISHER INSPECTION	540.34	Klubhouse Preschool
103062	8/22/2018	SUPER BIRTHDAY INC	SUMMER CAMP ENTERTAINMENT	425.00	Klubhouse Preschool
102993	8/16/2018	US BANK	VISA- SCOOTERS JUNGLE	389.28	Klubhouse Preschool
103142	9/5/2018	CINTAS FIRST AID & SAFETY	KITCHEN SYSTEM INSPECTION	353.54	Klubhouse Preschool
102993	8/16/2018	US BANK	VISA- SMART & FINAL	323.27	Klubhouse Preschool
102993	8/16/2018	US BANK	VISA- UNDERWOOD FARMS	280.00	Klubhouse Preschool
103003	8/22/2018	AT&T	TELEPHONE SERVICE	226.53	Klubhouse Preschool
102993	8/16/2018	US BANK	VISA- HOME DEPOT	220.16	Klubhouse Preschool
102993	8/16/2018	US BANK	VISA- TARGET	201.02	Klubhouse Preschool
102993	8/16/2018	US BANK	VISA- BEAN SPROUTS	172.97	Klubhouse Preschool
102993	8/16/2018	US BANK	VISA- SUPER BIRTHDAY	100.00	Klubhouse Preschool
102993	8/16/2018	US BANK	VISA- SPROUTS	85.84	Klubhouse Preschool
102993	8/16/2018	US BANK	VISA- TARGET	85.76	Klubhouse Preschool
102993	8/16/2018	US BANK	VISA- LOWES	49.13	Klubhouse Preschool
102993	8/16/2018	US BANK	VISA- DISCOVERY CUBE	42.00	Klubhouse Preschool
Total Amount for 28 Line Item(s) from Klubhouse Preschool				\$28,984.26	
<u>Library</u>					
102959	8/14/2018	INNOVATIVE INTERFACES, INC	SOFTWARE MAINTENANCE	9,948.39	Library



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103036	8/22/2018	KANOPY LLC	STREAMING SERVICES	4,500.00	Library
103179	9/12/2018	CALIFA GROUP	BROADBAND SUBSCRIPTION	4,269.48	Library
103007	8/22/2018	BIBLIOTHECA, LLC	E-BOOKS	3,762.50	Library
103055	8/22/2018	RECORDED BOOKS, LLC	E- AUDIO BOOKS	1,892.17	Library
103005	8/22/2018	BAKER & TAYLOR	BOOKS-LIBRARY	1,629.93	Library
103158	9/5/2018	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- SEP 18	826.70	Library
102969	8/14/2018	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- AUG 18	826.70	Library
103063	8/22/2018	TIME WARNER CABLE	CABLE MODEM- LIBRARY	800.00	Library
103099	8/29/2018	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	746.32	Library
103049	8/22/2018	OCLC, INC.	MEMBERSHIP DUES- JUL 2018	732.40	Library
102966	8/14/2018	MOVIE LICENSING USA	ANNUAL COPYRIGHT LICENSE	580.00	Library
103121	8/29/2018	RECORDED BOOKS, LLC	BOOKS ON CD	563.28	Library
102938	8/14/2018	BCC	LIFE & DISABILITY INS- AUG 18	437.79	Library
103033	8/22/2018	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	408.27	Library
103190	9/12/2018	DEMCO, INC.	LIBRARY SUPPLIES	336.80	Library
102956	8/14/2018	GALE CENGAGE LEARNING	E-BOOKS	333.52	Library
103055	8/22/2018	RECORDED BOOKS, LLC	E- AUDIO BOOKS	323.20	Library
102993	8/16/2018	US BANK	VISA- COSTCO	240.59	Library
103121	8/29/2018	RECORDED BOOKS, LLC	BOOKS ON CD	232.08	Library
103200	9/12/2018	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	227.92	Library
103130	8/29/2018	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	223.73	Library
103055	8/22/2018	RECORDED BOOKS, LLC	BOOKS ON CD	204.16	Library
103046	8/22/2018	MIDWEST TAPE	DVD'S-LIBRARY	197.24	Library
103055	8/22/2018	RECORDED BOOKS, LLC	BOOKS ON CD	191.48	Library
103078	8/29/2018	AT&T	TELEPHONE SERVICE	188.32	Library
103033	8/22/2018	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	154.52	Library
103182	9/12/2018	CANON FINANCIAL SERVICES INC	CANON COPIER LEASES	149.88	Library
103182	9/12/2018	CANON FINANCIAL SERVICES INC	CANON COPIER LEASES	149.88	Library
102942	8/14/2018	CANON FINANCIAL SERVICES INC	CANON COPIER LEASES	149.88	Library
102942	8/14/2018	CANON FINANCIAL SERVICES INC	CANON COPIER LEASES	149.88	Library
102952	8/14/2018	DEMCO, INC.	LIBRARY SUPPLIES	122.23	Library
102970	8/14/2018	RECORDED BOOKS, LLC	E- AUDIO BOOKS	113.80	Library
103200	9/12/2018	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	108.26	Library
103200	9/12/2018	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	106.98	Library
103210	9/12/2018	MIDWEST TAPE	DVD'S-LIBRARY	100.33	Library
102970	8/14/2018	RECORDED BOOKS, LLC	E- AUDIO BOOKS	85.62	Library
103121	8/29/2018	RECORDED BOOKS, LLC	E- AUDIO BOOKS	73.60	Library



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103200	9/12/2018	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	65.36	Library
103130	8/29/2018	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	57.98	Library
102970	8/14/2018	RECORDED BOOKS, LLC	E- AUDIO BOOKS	56.90	Library
103114	8/29/2018	MIDWEST TAPE	DVD'S-LIBRARY	50.84	Library
103121	8/29/2018	RECORDED BOOKS, LLC	BOOKS ON CD	45.55	Library
103033	8/22/2018	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	39.41	Library
103005	8/22/2018	BAKER & TAYLOR	BOOKS-LIBRARY	38.88	Library
103088	8/29/2018	CANON SOLUTIONS AMERICA, INC	COPIER SVC PROGRAM- FTG80700	38.10	Library
102970	8/14/2018	RECORDED BOOKS, LLC	BOOKS ON CD	38.03	Library
103200	9/12/2018	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	35.43	Library
103099	8/29/2018	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	34.81	Library
103080	8/29/2018	BAKER & TAYLOR	BOOKS-LIBRARY	32.26	Library
103080	8/29/2018	BAKER & TAYLOR	BOOKS-LIBRARY	31.67	Library
103121	8/29/2018	RECORDED BOOKS, LLC	E- AUDIO BOOKS	31.32	Library
103200	9/12/2018	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	30.84	Library
103099	8/29/2018	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	30.18	Library
103200	9/12/2018	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	25.94	Library
102936	8/14/2018	BAKER & TAYLOR	BOOKS-LIBRARY	25.57	Library
102993	8/16/2018	US BANK	VISA- RALPHS	22.94	Library
102993	8/16/2018	US BANK	VISA- RALPHS	19.67	Library
103200	9/12/2018	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	17.72	Library
103200	9/12/2018	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	16.43	Library
102936	8/14/2018	BAKER & TAYLOR	BOOKS-LIBRARY	14.68	Library
103200	9/12/2018	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	14.43	Library
103200	9/12/2018	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	13.13	Library
102993	8/16/2018	US BANK	VISA- RALPHS	4.68	Library
103121	8/29/2018	RECORDED BOOKS, LLC	E- AUDIO BOOKS	-11.25	Library
103121	8/29/2018	RECORDED BOOKS, LLC	E- AUDIO BOOKS	-14.16	Library
103121	8/29/2018	RECORDED BOOKS, LLC	E- AUDIO BOOKS	-27.00	Library
103121	8/29/2018	RECORDED BOOKS, LLC	E- AUDIO BOOKS	-44.98	Library
103121	8/29/2018	RECORDED BOOKS, LLC	E- AUDIO BOOKS	-56.21	Library
103121	8/29/2018	RECORDED BOOKS, LLC	E- AUDIO BOOKS	-59.98	Library
103121	8/29/2018	RECORDED BOOKS, LLC	E- AUDIO BOOKS	-74.85	Library
103121	8/29/2018	RECORDED BOOKS, LLC	E- AUDIO BOOKS	-162.23	Library
103121	8/29/2018	RECORDED BOOKS, LLC	E- AUDIO BOOKS	-192.30	Library



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Total Amount for 73 Line Item(s) from Library				\$36,277.62	
<u>LMD #22</u>					
103107	8/29/2018	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	33,283.88	LMD #22
103168	9/5/2018	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	12,648.27	LMD #22
103168	9/5/2018	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	12,000.04	LMD #22
103107	8/29/2018	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	9,513.64	LMD #22
103107	8/29/2018	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	9,432.06	LMD #22
103230	9/12/2018	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	9,412.88	LMD #22
103154	9/5/2018	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	9,391.15	LMD #22
103168	9/5/2018	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	9,246.00	LMD #22
103065	8/22/2018	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	8,211.00	LMD #22
103107	8/29/2018	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	7,339.09	LMD #22
103154	9/5/2018	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	6,494.86	LMD #22
103168	9/5/2018	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	5,954.12	LMD #22
103004	8/22/2018	AZTECA LANDSCAPE	LANDSCAPE MAINTENANCE	5,528.81	LMD #22
103107	8/29/2018	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	5,154.20	LMD #22
103168	9/5/2018	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	4,895.86	LMD #22
103168	9/5/2018	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	4,632.16	LMD #22
103168	9/5/2018	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	4,240.00	LMD #22
103168	9/5/2018	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	4,000.04	LMD #22
103168	9/5/2018	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	3,843.47	LMD #22
103230	9/12/2018	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	3,623.00	LMD #22
103107	8/29/2018	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	3,399.11	LMD #22
103107	8/29/2018	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	3,017.75	LMD #22
103168	9/5/2018	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	2,970.84	LMD #22
103217	9/12/2018	PACIFIC COAST FALCONRY INC.	BIRD CONTROL SERVICES	2,900.00	LMD #22
103107	8/29/2018	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	2,613.55	LMD #22
103168	9/5/2018	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	2,278.29	LMD #22
103107	8/29/2018	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	2,276.42	LMD #22
103230	9/12/2018	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	2,110.00	LMD #22
103177	9/12/2018	BELLAGIO HOA	LANDSCAPE MAINTENANCE	2,000.00	LMD #22
103107	8/29/2018	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	1,933.20	LMD #22
103230	9/12/2018	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	1,920.00	LMD #22
103168	9/5/2018	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	1,746.00	LMD #22
103168	9/5/2018	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	1,464.00	LMD #22



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103168	9/5/2018	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	1,245.08	LMD #22
103168	9/5/2018	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	1,170.00	LMD #22
103168	9/5/2018	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	1,026.00	LMD #22
103154	9/5/2018	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	1,014.76	LMD #22
103168	9/5/2018	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	981.32	LMD #22
103107	8/29/2018	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	965.97	LMD #22
103168	9/5/2018	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	954.00	LMD #22
103156	9/5/2018	NEWBURY PARK TREE SERVICE INC	TREE TRIMMING/REMOVAL SVCS	840.00	LMD #22
103168	9/5/2018	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	749.00	LMD #22
103230	9/12/2018	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	749.00	LMD #22
103168	9/5/2018	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	748.33	LMD #22
103168	9/5/2018	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	550.00	LMD #22
103230	9/12/2018	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	550.00	LMD #22
103168	9/5/2018	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	534.00	LMD #22
102975	8/14/2018	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	489.33	LMD #22
103168	9/5/2018	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	481.38	LMD #22
103168	9/5/2018	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	468.00	LMD #22
102975	8/14/2018	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	453.42	LMD #22
103230	9/12/2018	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	448.50	LMD #22
103230	9/12/2018	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	388.47	LMD #22
103230	9/12/2018	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	372.00	LMD #22
103125	8/29/2018	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	351.58	LMD #22
103107	8/29/2018	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	337.54	LMD #22
103230	9/12/2018	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	330.00	LMD #22
103168	9/5/2018	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	322.00	LMD #22
103168	9/5/2018	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	320.21	LMD #22
103230	9/12/2018	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	298.00	LMD #22
103168	9/5/2018	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	289.13	LMD #22
103230	9/12/2018	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	239.00	LMD #22
103230	9/12/2018	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	229.00	LMD #22
103230	9/12/2018	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	219.00	LMD #22
103168	9/5/2018	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	215.00	LMD #22
103230	9/12/2018	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	215.00	LMD #22
103230	9/12/2018	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	192.00	LMD #22
103107	8/29/2018	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	176.10	LMD #22
103230	9/12/2018	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	161.00	LMD #22
102975	8/14/2018	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	134.58	LMD #22



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103230	9/12/2018	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	126.00	LMD #22
103168	9/5/2018	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	123.71	LMD #22
103158	9/5/2018	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- SEP 18	110.88	LMD #22
102969	8/14/2018	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- AUG 18	110.88	LMD #22
103168	9/5/2018	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	93.04	LMD #22
102938	8/14/2018	BCC	LIFE & DISABILITY INS- AUG 18	79.37	LMD #22
102975	8/14/2018	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	78.53	LMD #22
103125	8/29/2018	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	76.41	LMD #22
103168	9/5/2018	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	75.87	LMD #22
103125	8/29/2018	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	72.83	LMD #22
103125	8/29/2018	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	48.29	LMD #22
102975	8/14/2018	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	25.23	LMD #22
Total Amount for 82 Line Item(s) from LMD #22				\$219,702.43	

LMD #24

103004	8/22/2018	AZTECA LANDSCAPE	LANDSCAPE MAINTENANCE	7,104.60	LMD #24
103107	8/29/2018	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	3,645.86	LMD #24
103156	9/5/2018	NEWBURY PARK TREE SERVICE INC	TREE TRIMMING/REMOVAL SVCS	2,605.00	LMD #24
103156	9/5/2018	NEWBURY PARK TREE SERVICE INC	TREE TRIMMING/REMOVAL SVCS	1,795.00	LMD #24
103156	9/5/2018	NEWBURY PARK TREE SERVICE INC	TREE TRIMMING/REMOVAL SVCS	1,495.00	LMD #24
103125	8/29/2018	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	277.99	LMD #24
103158	9/5/2018	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- SEP 18	7.92	LMD #24
102969	8/14/2018	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- AUG 18	7.92	LMD #24
102938	8/14/2018	BCC	LIFE & DISABILITY INS- AUG 18	5.67	LMD #24
Total Amount for 9 Line Item(s) from LMD #24				\$16,944.96	

LMD #27

103137	9/5/2018	AZTECA LANDSCAPE	LANDSCAPE MAINTENANCE	3,243.75	LMD #27
103137	9/5/2018	AZTECA LANDSCAPE	LANDSCAPE MAINTENANCE	2,071.75	LMD #27
103004	8/22/2018	AZTECA LANDSCAPE	LANDSCAPE MAINTENANCE	1,457.63	LMD #27
103137	9/5/2018	AZTECA LANDSCAPE	LANDSCAPE MAINTENANCE	812.00	LMD #27
102975	8/14/2018	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	26.81	LMD #27
103125	8/29/2018	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	24.63	LMD #27
103158	9/5/2018	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- SEP 18	1.98	LMD #27
102969	8/14/2018	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- AUG 18	1.98	LMD #27



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102938	8/14/2018	BCC	LIFE & DISABILITY INS- AUG 18	1.42	LMD #27
Total Amount for 9 Line Item(s) from LMD #27				\$7,641.95	
<u>LMD #32</u>					
103004	8/22/2018	AZTECA LANDSCAPE	LANDSCAPE MAINTENANCE	2,977.34	LMD #32
103107	8/29/2018	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	1,041.73	LMD #32
102975	8/14/2018	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	26.51	LMD #32
103125	8/29/2018	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	25.45	LMD #32
103158	9/5/2018	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- SEP 18	1.98	LMD #32
102969	8/14/2018	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- AUG 18	1.98	LMD #32
102938	8/14/2018	BCC	LIFE & DISABILITY INS- AUG 18	1.42	LMD #32
Total Amount for 7 Line Item(s) from LMD #32				\$4,076.41	
<u>LMD 22 - Common Benefit Area</u>					
103154	9/5/2018	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	20,117.04	LMD 22 - Common Benefit Area
103107	8/29/2018	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	15,630.97	LMD 22 - Common Benefit Area
103044	8/22/2018	MARINE BIOCHEMISTS OF CA INC	LAKE MAINTENANCE	11,730.00	LMD 22 - Common Benefit Area
103035	8/22/2018	JORDAN GILBERT & BAIN	ARCHITECTURAL SERVICES	10,427.50	LMD 22 - Common Benefit Area
103168	9/5/2018	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	9,677.34	LMD 22 - Common Benefit Area
103168	9/5/2018	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	5,739.65	LMD 22 - Common Benefit Area
103230	9/12/2018	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	4,767.00	LMD 22 - Common Benefit Area
103107	8/29/2018	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	3,829.52	LMD 22 - Common Benefit Area
103107	8/29/2018	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	3,307.78	LMD 22 - Common Benefit Area
103168	9/5/2018	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	3,101.83	LMD 22 - Common Benefit Area
103168	9/5/2018	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	2,637.95	LMD 22 - Common Benefit Area
103168	9/5/2018	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	1,883.51	LMD 22 - Common Benefit Area
102975	8/14/2018	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	1,844.58	LMD 22 - Common Benefit Area
103168	9/5/2018	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	1,695.00	LMD 22 - Common Benefit Area
103230	9/12/2018	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	1,426.00	LMD 22 - Common Benefit Area
103230	9/12/2018	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	1,084.00	LMD 22 - Common Benefit Area
103107	8/29/2018	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	1,010.13	LMD 22 - Common Benefit Area
103168	9/5/2018	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	785.89	LMD 22 - Common Benefit Area
103168	9/5/2018	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	779.00	LMD 22 - Common Benefit Area
103168	9/5/2018	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	700.33	LMD 22 - Common Benefit Area
103230	9/12/2018	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	561.00	LMD 22 - Common Benefit Area



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103230	9/12/2018	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	518.00	LMD 22 - Common Benefit Area
103125	8/29/2018	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	484.95	LMD 22 - Common Benefit Area
103168	9/5/2018	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	480.00	LMD 22 - Common Benefit Area
102975	8/14/2018	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	441.22	LMD 22 - Common Benefit Area
103168	9/5/2018	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	367.66	LMD 22 - Common Benefit Area
103158	9/5/2018	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- SEP 18	225.74	LMD 22 - Common Benefit Area
102969	8/14/2018	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- AUG 18	225.74	LMD 22 - Common Benefit Area
103125	8/29/2018	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	210.67	LMD 22 - Common Benefit Area
103230	9/12/2018	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	184.00	LMD 22 - Common Benefit Area
103168	9/5/2018	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	140.25	LMD 22 - Common Benefit Area
102938	8/14/2018	BCC	LIFE & DISABILITY INS- AUG 18	92.43	LMD 22 - Common Benefit Area
103168	9/5/2018	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	44.12	LMD 22 - Common Benefit Area
103168	9/5/2018	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	43.10	LMD 22 - Common Benefit Area
Total Amount for 34 Line Item(s) from LMD 22 - Common Benefit Area				\$106,193.90	

Media Operations

103101	8/29/2018	INSIGHT PUBLIC SECTOR	COMPUTER SOFTWARE	11,793.90	Media Operations
103223	9/12/2018	SOLID WASTE SOLUTIONS, INC	FILM PERMITS/SERVICES	5,248.50	Media Operations
103169	9/5/2018	VERIZON WIRELESS	TELEPHONE SERVICE	3,685.31	Media Operations
102991	8/15/2018	SHI INTERNATIONAL CORP	COMPUTER HARDWARE	3,282.04	Media Operations
103231	9/12/2018	VERIZON WIRELESS	TELEPHONE SERVICE	2,686.14	Media Operations
103126	8/29/2018	TELECOM LAW FIRM, P.C.	TELECOMM CONSULT SVCS	2,350.00	Media Operations
102978	8/14/2018	TELECOM LAW FIRM, P.C.	TELECOMM CONSULT SVCS	2,350.00	Media Operations
103231	9/12/2018	VERIZON WIRELESS	TELEPHONE SERVICE	2,119.81	Media Operations
102993	8/16/2018	US BANK	VISA- LOGMEIN.COM	1,588.00	Media Operations
103214	9/12/2018	NICKERSON/LAURA//	CTV HOST SERVICES	1,575.00	Media Operations
102974	8/14/2018	SOLID WASTE SOLUTIONS, INC	FILM PERMITS/SERVICES	1,350.00	Media Operations
103176	9/12/2018	AT&T	TELEPHONE SERVICE	1,118.03	Media Operations
102935	8/14/2018	AT&T	TELEPHONE SERVICE	1,096.30	Media Operations
103063	8/22/2018	TIME WARNER CABLE	CABLE MODEM- CITY HALL	1,034.00	Media Operations
102993	8/16/2018	US BANK	VISA- PLURAL SIGHT	998.00	Media Operations
102993	8/16/2018	US BANK	VISA- MISAC	650.00	Media Operations
103104	8/29/2018	KEY INFORMATION SYSTEMS, INC.	T-1 LINE MONTHLY FEE	578.77	Media Operations
102993	8/16/2018	US BANK	VISA- AMAZON.COM	549.50	Media Operations
103208	9/12/2018	MEGAPATH CLOUD COMPANY	DSL SERVICE	450.32	Media Operations
103063	8/22/2018	TIME WARNER CABLE	CABLE MODEM- CITY HALL	424.92	Media Operations



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103063	8/22/2018	TIME WARNER CABLE	CABLE MODEM- CITY HALL	289.98	Media Operations
103233	9/12/2018	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	251.80	Media Operations
103181	9/12/2018	CALNET TECHNOLOGY GROUP	LASER FISCHE PORTAL	200.00	Media Operations
102941	8/14/2018	CALNET TECHNOLOGY GROUP	LASER FISCHE PORTAL	200.00	Media Operations
103176	9/12/2018	AT&T	TELEPHONE SERVICE	165.13	Media Operations
102935	8/14/2018	AT&T	TELEPHONE SERVICE	165.13	Media Operations
102933	8/14/2018	AMERICOMP GROUP IMAGING	PRINTER REPAIRS	141.26	Media Operations
102993	8/16/2018	US BANK	VISA- FRY'S ELECTRONICS	131.35	Media Operations
102993	8/16/2018	US BANK	VISA- MISAC	130.00	Media Operations
102992	8/15/2018	TELECOM LAW FIRM, P.C.	TELECOMM CONSULT SVCS	129.00	Media Operations
103104	8/29/2018	KEY INFORMATION SYSTEMS, INC.	INSURANCE RENEWAL T-1LINE	100.00	Media Operations
103026	8/22/2018	GRACENOTE MEDIA SERVICES	CTV GUIDE LISTING	99.79	Media Operations
102945	8/14/2018	CHARTER COMMUNICATIONS	CABLE MODEM- CITY HALL	86.40	Media Operations
103185	9/12/2018	CHARTER COMMUNICATIONS	CABLE MODEM- CITY HALL	86.37	Media Operations
102995	8/22/2018	ACORN NEWSPAPER	CTV ADVERTISING	62.40	Media Operations
102995	8/22/2018	ACORN NEWSPAPER	CTV ADVERTISING	62.40	Media Operations
102995	8/22/2018	ACORN NEWSPAPER	CTV ADVERTISING	62.40	Media Operations
102995	8/22/2018	ACORN NEWSPAPER	CTV ADVERTISING	62.40	Media Operations
102993	8/16/2018	US BANK	VISA- CREATIVE CLOUD	52.99	Media Operations
103079	8/29/2018	AT&T MOBILITY	TELEPHONE SERVICE	48.24	Media Operations
102993	8/16/2018	US BANK	VISA- CREEKSIDE KLUBHOUSE	30.87	Media Operations
103048	8/22/2018	NATIONAL CAPTIONING INSTITUTE	CLOSED CAPTIONING SVCS	21.00	Media Operations
Total Amount for 42 Line Item(s) from Media Operations				\$47,507.45	

Non-Departmental

102986	8/15/2018	CARUSO AFFILIATED	TAX REFUND- THE COMMONS	101,363.17	Non-Departmental
103008	8/22/2018	CALIFORNIA JPIA	ALL RISK PROPERTY INSURANCE	88,433.00	Non-Departmental
103015	8/22/2018	COUNTY OF LOS ANGELES	CHAPTER 8 AGREEMENT #2713	23,158.97	Non-Departmental
103178	9/12/2018	CALABASAS CHAMBER OF COMMERCE	FY 18/19 CHAMBER SERVICES	21,000.00	Non-Departmental
103057	8/22/2018	SECURAL SECURITY CORP	PARKING ENFORCEMENT	3,078.46	Non-Departmental
102960	8/14/2018	IRON MOUNTAIN	STORAGE SERVICES	2,187.53	Non-Departmental
102993	8/16/2018	US BANK	VISA- LIFE STORE	1,711.00	Non-Departmental
102985	8/15/2018	CANON SOLUTIONS AMERICA, INC	COPIER SVC PROGRAM- JME16861	1,442.68	Non-Departmental
102942	8/14/2018	CANON FINANCIAL SERVICES INC	CANON COPIER LEASES	1,371.12	Non-Departmental
103233	9/12/2018	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	1,062.81	Non-Departmental
103087	8/29/2018	CANON FINANCIAL SERVICES INC	CANON COPIER LEASES	742.64	Non-Departmental



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103016	8/22/2018	CR PRINT	STOCK - ENVELOPES	716.13	Non-Departmental
103087	8/29/2018	CANON FINANCIAL SERVICES INC	CANON COPIER LEASES	659.79	Non-Departmental
102993	8/16/2018	US BANK	VISA- COSTCO	616.29	Non-Departmental
102967	8/14/2018	PAPER RECYCLING & SHREDDING	ARCHIVAL RECORD DESTRUCTION	577.50	Non-Departmental
102993	8/16/2018	US BANK	VISA- COSTCO	565.95	Non-Departmental
103206	9/12/2018	MAILFINANCE	POSTAGE METER LEASE	500.00	Non-Departmental
103120	8/29/2018	READYREFRESH BY NESTLE	WATER SERVICE	406.62	Non-Departmental
102993	8/16/2018	US BANK	VISA- WALMART	317.04	Non-Departmental
103146	9/5/2018	CR PRINT	BUSINESS CARDS	241.45	Non-Departmental
102993	8/16/2018	US BANK	VISA- AMAZON.COM	233.78	Non-Departmental
103093	8/29/2018	FEDERAL EXPRESS CORP.	COURIER SERVICE	153.55	Non-Departmental
102993	8/16/2018	US BANK	VISA- COFFEE WHOLESALE USA	106.79	Non-Departmental
103090	8/29/2018	COUNTY OF LOS ANGELES	CHAPTER 8 AGREEMENT	100.00	Non-Departmental
102955	8/14/2018	FEDERAL EXPRESS CORP.	COURIER SERVICE	73.38	Non-Departmental
103192	9/12/2018	FEDERAL EXPRESS CORP.	COURIER SERVICE	66.06	Non-Departmental
103009	8/22/2018	CANON SOLUTIONS AMERICA, INC	COPIER SVC PROGRAM- KZT02095	61.10	Non-Departmental
103195	9/12/2018	HCD	REGISTRATION FEES	35.00	Non-Departmental
103196	9/12/2018	HCD	REGISTRATION FEES	35.00	Non-Departmental
103197	9/12/2018	HCD	REGISTRATION FEES	35.00	Non-Departmental
103198	9/12/2018	HCD	REGISTRATION FEES	35.00	Non-Departmental
103023	8/22/2018	FEDERAL EXPRESS CORP.	COURIER SERVICE	34.55	Non-Departmental
103088	8/29/2018	CANON SOLUTIONS AMERICA, INC	COPIER SVC PROGRAM- NMC09173	33.18	Non-Departmental
103152	9/5/2018	FEDERAL EXPRESS CORP.	COURIER SERVICE	21.01	Non-Departmental
Total Amount for 34 Line Item(s) from Non-Departmental				\$251,175.55	

Payroll

102969	8/14/2018	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- AUG 18	7,696.95	Payroll
103158	9/5/2018	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- SEP 18	7,437.45	Payroll
102938	8/14/2018	BCC	LIFE & DISABILITY INS- AUG 18	4,232.44	Payroll
103010	8/22/2018	CATE/CHARLES R.//	HEALTH INS REIMB (RETIREE)	691.94	Payroll
103024	8/22/2018	FOLEY/KARYN//	HEALTH INS REIMB (RETIREE)	691.94	Payroll
103027	8/22/2018	GROVEMAN/BARRY//	HEALTH INS REIMB (RETIREE)	691.94	Payroll
103029	8/22/2018	HILL/BOB//	HEALTH INS REIMB (RETIREE)	691.94	Payroll
103042	8/22/2018	LOPATA/MARVIN//	HEALTH INS REIMB (RETIREE)	691.94	Payroll
103051	8/22/2018	PARKER/ROBIN//	HEALTH INS REIMB (RETIREE)	691.94	Payroll
103067	8/22/2018	WASHBURN/DENNIS//	HEALTH INS REIMB (RETIREE)	691.94	Payroll



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103050	8/22/2018	P&A ADMINISTRATIVE SVCS INC	FSA MONTHLY ADMIN FEE- SEP 18	58.50	Payroll
Total Amount for 11 Line Item(s) from Payroll				\$24,268.92	
<u>Police / Fire / Safety</u>					
103106	8/29/2018	L.A. CO. SHERIFF'S DEPT.	SHERIFF SVCS- JUL 2018	385,245.75	Police / Fire / Safety
103105	8/29/2018	L.A. CO. DEPT. OF ANIMAL CARE	ANIMAL HOUSING SVCS- JUL 2018	11,397.75	Police / Fire / Safety
103106	8/29/2018	L.A. CO. SHERIFF'S DEPT.	SHERIFF SVCS- JUL 2018	9,252.34	Police / Fire / Safety
103038	8/22/2018	L.A. CO. SHERIFF'S DEPT.	SHERIFF SVCS- THE OAKS	1,727.12	Police / Fire / Safety
103106	8/29/2018	L.A. CO. SHERIFF'S DEPT.	SHERIFF SVCS- PARK EST	863.56	Police / Fire / Safety
103106	8/29/2018	L.A. CO. SHERIFF'S DEPT.	SHERIFF SVCS- JUL 2018	387.50	Police / Fire / Safety
Total Amount for 6 Line Item(s) from Police / Fire / Safety				\$408,874.02	
<u>Public Safety & Emergency Preparedness</u>					
102993	8/16/2018	US BANK	VISA- TONERBUZZ.COM	1,524.00	Public Safety & Emergency Preparedness
102993	8/16/2018	US BANK	VISA- SOS SURVIVAL PRODUCTS	784.73	Public Safety & Emergency Preparedness
102993	8/16/2018	US BANK	VISA- MACKAY COMMUNICATIONS	467.16	Public Safety & Emergency Preparedness
Total Amount for 3 Line Item(s) from Public Safety & Emergency Preparedness				\$2,775.89	
<u>Public Works</u>					
103168	9/5/2018	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- P.W.	17,750.85	Public Works
102940	8/14/2018	CALIFORNIA GREEN CONSULTING	CONSULTING SERVICES	17,100.00	Public Works
103168	9/5/2018	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- PARKS	15,908.59	Public Works
103213	9/12/2018	NEWBURY PARK TREE SERVICE INC	TREE TRIMMING/REMOVAL SVCS	15,885.00	Public Works
102989	8/15/2018	G.I. INDUSTRIES	OIL RECYCLING PRG FY 17/18	8,503.86	Public Works
103012	8/22/2018	CLEANSTREET INC	MONTHLY SVC - STREET SWEEPING	7,563.80	Public Works
103154	9/5/2018	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	6,943.55	Public Works
103107	8/29/2018	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	5,956.42	Public Works
103107	8/29/2018	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	5,930.90	Public Works
103154	9/5/2018	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	5,169.69	Public Works
103230	9/12/2018	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- PARKS	5,128.00	Public Works
103034	8/22/2018	JOHN ZGRABLICH CONSTRUCTION	INSPECTION SERVICES	3,900.00	Public Works
103122	8/29/2018	RON'S MAINTENANCE, INC.	CATCH BASIN CLEANING SERVICE	3,900.00	Public Works
103069	8/22/2018	WILHELM/RICHARD//	FIELD INVESTIGTN/DRAFTING SVCS	2,970.00	Public Works
103172	9/5/2018	WILLDAN ASSOCIATES INC.	GRADING & DRAINAGE REVIEW	1,953.00	Public Works



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103230	9/12/2018	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- PARKS	1,545.00	Public Works
103230	9/12/2018	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- PARKS	1,459.00	Public Works
103032	8/22/2018	IMS	2018 PAVEMENT MGMT SYSTEM	1,406.25	Public Works
103168	9/5/2018	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- PARKS	1,379.00	Public Works
103172	9/5/2018	WILLDAN ASSOCIATES INC.	GRADING & DRAINAGE REVIEW	1,278.00	Public Works
103145	9/5/2018	COUNTY OF LOS ANGELES	CONTRACT SERVICES	1,230.29	Public Works
103172	9/5/2018	WILLDAN ASSOCIATES INC.	GEOTECH REVIEW	1,162.00	Public Works
103172	9/5/2018	WILLDAN ASSOCIATES INC.	GEOTECH REVIEW	1,121.50	Public Works
103168	9/5/2018	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- P.W.	1,096.67	Public Works
103156	9/5/2018	NEWBURY PARK TREE SERVICE INC	TREE TRIMMING/REMOVAL SVCS	970.00	Public Works
103213	9/12/2018	NEWBURY PARK TREE SERVICE INC	TREE TRIMMING/REMOVAL SVCS	875.00	Public Works
103076	8/29/2018	ARUCAN/KEVIN//	CONSULTING SERVICES	814.00	Public Works
103173	9/5/2018	YIN/JULIE//	CONSULTING SERVICES	803.00	Public Works
103070	8/22/2018	YIN/JULIE//	CONSULTING SERVICES	748.00	Public Works
103098	8/29/2018	HAJIZADEH/HOUMAN//	CONSULTING SERVICES	730.00	Public Works
103070	8/22/2018	YIN/JULIE//	CONSULTING SERVICES	720.00	Public Works
103076	8/29/2018	ARUCAN/KEVIN//	CONSULTING SERVICES	704.00	Public Works
103194	9/12/2018	HAJIZADEH/HOUMAN//	CONSULTING SERVICES	700.00	Public Works
103098	8/29/2018	HAJIZADEH/HOUMAN//	CONSULTING SERVICES	700.00	Public Works
102934	8/14/2018	ARUCAN/KEVIN//	CONSULTING SERVICES	700.00	Public Works
102934	8/14/2018	ARUCAN/KEVIN//	CONSULTING SERVICES	700.00	Public Works
103230	9/12/2018	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- PARKS	665.00	Public Works
103230	9/12/2018	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- PARKS	645.00	Public Works
103168	9/5/2018	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- PARKS	644.65	Public Works
103173	9/5/2018	YIN/JULIE//	CONSULTING SERVICES	627.00	Public Works
103175	9/12/2018	ARUCAN/KEVIN//	CONSULTING SERVICES	616.00	Public Works
103175	9/12/2018	ARUCAN/KEVIN//	CONSULTING SERVICES	616.00	Public Works
103230	9/12/2018	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- PARKS	580.00	Public Works
103172	9/5/2018	WILLDAN ASSOCIATES INC.	GEOTECH REVIEW	570.00	Public Works
103194	9/12/2018	HAJIZADEH/HOUMAN//	CONSULTING SERVICES	560.00	Public Works
103213	9/12/2018	NEWBURY PARK TREE SERVICE INC	TREE TRIMMING/REMOVAL SVCS	485.00	Public Works
103168	9/5/2018	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- PARKS	468.00	Public Works
102993	8/16/2018	US BANK	VISA- AMERICAN RENT ALL	453.51	Public Works
102993	8/16/2018	US BANK	VISA- HOME DEPOT	441.78	Public Works
103168	9/5/2018	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- PARKS	437.50	Public Works
103230	9/12/2018	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- PARKS	437.50	Public Works
103230	9/12/2018	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- PARKS	437.50	Public Works



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103168	9/5/2018	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- PARKS	437.50	Public Works
102975	8/14/2018	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	416.31	Public Works
103168	9/5/2018	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- OAK MIT	368.00	Public Works
103156	9/5/2018	NEWBURY PARK TREE SERVICE INC	TREE TRIMMING/REMOVAL SVCS	345.00	Public Works
103172	9/5/2018	WILLDAN ASSOCIATES INC.	GRADING & DRAINAGE REVIEW	340.00	Public Works
103230	9/12/2018	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- P.W.	314.00	Public Works
103213	9/12/2018	NEWBURY PARK TREE SERVICE INC	TREE TRIMMING/REMOVAL SVCS	295.00	Public Works
103168	9/5/2018	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- PARKS	282.00	Public Works
103230	9/12/2018	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- PARKS	282.00	Public Works
103230	9/12/2018	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- PARKS	278.00	Public Works
103230	9/12/2018	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- PARKS	267.00	Public Works
103157	9/5/2018	POVAH/BRADEN//	CONSULTING SERVICES	207.00	Public Works
103157	9/5/2018	POVAH/BRADEN//	CONSULTING SERVICES	204.00	Public Works
102993	8/16/2018	US BANK	VISA- HARBOR FRIEGHTS	198.00	Public Works
103157	9/5/2018	POVAH/BRADEN//	CONSULTING SERVICES	150.00	Public Works
103125	8/29/2018	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	142.20	Public Works
103168	9/5/2018	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- PARKS	142.00	Public Works
103230	9/12/2018	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- PARKS	142.00	Public Works
103230	9/12/2018	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- PARKS	142.00	Public Works
102993	8/16/2018	US BANK	VISA- RALPHS	86.10	Public Works
103064	8/22/2018	UNDERGROUND SERVICE ALERT	MONTHLY MEMBERSHIP FEE	64.45	Public Works
102993	8/16/2018	US BANK	VISA- APWA	60.00	Public Works
103231	9/12/2018	VERIZON WIRELESS	TELEPHONE SERVICE	38.01	Public Works
103231	9/12/2018	VERIZON WIRELESS	TELEPHONE SERVICE	38.01	Public Works
103169	9/5/2018	VERIZON WIRELESS	TELEPHONE SERVICE	38.01	Public Works
103233	9/12/2018	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	36.80	Public Works
102993	8/16/2018	US BANK	VISA- APWA	30.00	Public Works
102993	8/16/2018	US BANK	VISA- APWA	30.00	Public Works
103097	8/29/2018	GWMA	TMDL MONITORING	29.67	Public Works
102993	8/16/2018	US BANK	VISA- HOME DEPOT	24.01	Public Works
102993	8/16/2018	US BANK	VISA- DIY	18.03	Public Works
Total Amount for 83 Line Item(s) from Public Works				\$159,534.91	

Recoverable / Refund / Liability

102977	8/14/2018	STAND/THE//	REFUND PLANNING PERMIT	1,898.20	Recoverable / Refund / Liability
103118	8/29/2018	P&A ADMINISTRATIVE SVCS INC	FSA-MED/DEP CARE REIMBURSEMENT	1,077.00	Recoverable / Refund / Liability



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103216	9/12/2018	P&A ADMINISTRATIVE SVCS INC	FSA-MED/DEP CARE REIMBURSEMENT	1,000.00	Recoverable / Refund / Liability
103118	8/29/2018	P&A ADMINISTRATIVE SVCS INC	FSA-MED/DEP CARE REIMBURSEMENT	328.45	Recoverable / Refund / Liability
103165	9/5/2018	TERRIQUEZ/MARISA//	RECREATION REFUND	130.00	Recoverable / Refund / Liability
103081	8/29/2018	BARRIOS/ERIK//	REFUND BUILDING PERMIT	103.36	Recoverable / Refund / Liability
103216	9/12/2018	P&A ADMINISTRATIVE SVCS INC	FSA-MED/DEP CARE REIMBURSEMENT	77.95	Recoverable / Refund / Liability
102961	8/14/2018	KILLIN/ROBERT//	RECREATION REFUND	60.00	Recoverable / Refund / Liability
103163	9/5/2018	STATE DISBURSMENT	WAGE GARNISHMENT- 8/31/18	46.15	Recoverable / Refund / Liability
103060	8/22/2018	STATE DISBURSMENT	WAGE GARNISHMENT- 8/17/18	46.15	Recoverable / Refund / Liability
102993	8/16/2018	US BANK	VISA- HARREIL	9.95	Recoverable / Refund / Liability
Total Amount for 11 Line Item(s) from Recoverable / Refund / Liability				\$4,777.21	

Tennis & Swim Center

103213	9/12/2018	NEWBURY PARK TREE SERVICE INC	TREE TRIMMING/REMOVAL SVCS	6,955.00	Tennis & Swim Center
102968	8/14/2018	PEAK PROGRAMS	RECREATION INSTRUCTOR	4,921.00	Tennis & Swim Center
102968	8/14/2018	PEAK PROGRAMS	RECREATION INSTRUCTOR	4,662.00	Tennis & Swim Center
103230	9/12/2018	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- T&SC	3,720.94	Tennis & Swim Center
103188	9/12/2018	COMMERCIAL AQUATIC SVCS INC	POOL SERVICE/REPAIR	3,469.53	Tennis & Swim Center
103041	8/22/2018	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	2,986.66	Tennis & Swim Center
103125	8/29/2018	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	2,242.39	Tennis & Swim Center
102968	8/14/2018	PEAK PROGRAMS	RECREATION INSTRUCTOR	2,072.00	Tennis & Swim Center
103188	9/12/2018	COMMERCIAL AQUATIC SVCS INC	POOL SERVICE/REPAIR	1,714.70	Tennis & Swim Center
103183	9/12/2018	CASAS ORAMAS/JORGE//	FITNESS EQUIPMENT REPAIRS	1,673.08	Tennis & Swim Center
102976	8/14/2018	SOUTHERN CALIFORNIA GAS CO	GAS SERVICE	1,369.15	Tennis & Swim Center
102993	8/16/2018	US BANK	VISA- HOME DEPOT	1,188.92	Tennis & Swim Center
102944	8/14/2018	CASCIONE/GAYLENE//	RECREATION INSTRUCTOR	1,065.71	Tennis & Swim Center
102948	8/14/2018	COMMERCIAL AQUATIC SVCS INC	POOL SERVICE/REPAIR	999.00	Tennis & Swim Center
102963	8/14/2018	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	953.12	Tennis & Swim Center
103188	9/12/2018	COMMERCIAL AQUATIC SVCS INC	POOL SERVICE/REPAIR	907.80	Tennis & Swim Center
103224	9/12/2018	SOUTHERN CALIFORNIA GAS CO	GAS SERVICE	888.01	Tennis & Swim Center
103071	8/29/2018	ALLEGIAN FIRE PROTECTION, INC	FIRE PROTECTION SERVICES	845.00	Tennis & Swim Center
102993	8/16/2018	US BANK	VISA- NATIONAL GYM SUPPLY	833.63	Tennis & Swim Center
103234	9/12/2018	WATERLINE TECHNOLOGIES INC	POOL CHEMICALS	664.03	Tennis & Swim Center
103232	9/12/2018	VORTEX INDUSTRIES INC	DOOR REPAIRS - T&SC	655.00	Tennis & Swim Center
103188	9/12/2018	COMMERCIAL AQUATIC SVCS INC	POOL SERVICE/REPAIR	648.39	Tennis & Swim Center
102980	8/14/2018	TOP SEED TENNIS ACADEMY, INC.	RECREATION INSTRUCTOR	613.82	Tennis & Swim Center
102948	8/14/2018	COMMERCIAL AQUATIC SVCS INC	POOL SERVICE/REPAIR	608.82	Tennis & Swim Center



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102943	8/14/2018	CASAS ORAMAS/JORGE//	FITNESS EQUIPMENT REPAIRS	600.00	Tennis & Swim Center
103184	9/12/2018	CASCIONE/GAYLENE//	RECREATION INSTRUCTOR	551.40	Tennis & Swim Center
103188	9/12/2018	COMMERCIAL AQUATIC SVCS INC	POOL SERVICE/REPAIR	550.00	Tennis & Swim Center
102993	8/16/2018	US BANK	VISA- OFFICE DEPOT	496.68	Tennis & Swim Center
103013	8/22/2018	COMMERCIAL AQUATIC SVCS INC	POOL SERVICE/REPAIR	465.75	Tennis & Swim Center
103068	8/22/2018	WATERLINE TECHNOLOGIES INC	POOL CHEMICALS	461.45	Tennis & Swim Center
103203	9/12/2018	L.A. CO. FIRE DEPARTMENT	HAZMAT PROGRAM CUPA# AR0020264	440.00	Tennis & Swim Center
102993	8/16/2018	US BANK	VISA- INDEED	433.18	Tennis & Swim Center
102993	8/16/2018	US BANK	VISA- SMART & FINAL	432.61	Tennis & Swim Center
103234	9/12/2018	WATERLINE TECHNOLOGIES INC	POOL CHEMICALS	427.64	Tennis & Swim Center
103013	8/22/2018	COMMERCIAL AQUATIC SVCS INC	POOL SERVICE/REPAIR	377.47	Tennis & Swim Center
103188	9/12/2018	COMMERCIAL AQUATIC SVCS INC	POOL SERVICE/REPAIR	374.42	Tennis & Swim Center
102993	8/16/2018	US BANK	VISA- MICHAELS	357.22	Tennis & Swim Center
102993	8/16/2018	US BANK	VISA- SCP DISTRIBUTORS	339.56	Tennis & Swim Center
103234	9/12/2018	WATERLINE TECHNOLOGIES INC	POOL CHEMICALS	331.68	Tennis & Swim Center
102979	8/14/2018	TIME WARNER CABLE	CABLE MODEM/HDTV- T&SC	327.89	Tennis & Swim Center
102993	8/16/2018	US BANK	VISA- PRINTING ZONE	271.56	Tennis & Swim Center
102946	8/14/2018	CLARK PEST CONTROL	PEST CONTROL SERVICES	250.00	Tennis & Swim Center
102987	8/15/2018	CLARK PEST CONTROL	PEST CONTROL SERVICES	250.00	Tennis & Swim Center
103158	9/5/2018	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- SEP 18	233.61	Tennis & Swim Center
102969	8/14/2018	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- AUG 18	233.61	Tennis & Swim Center
102993	8/16/2018	US BANK	VISA- RALPHS	232.28	Tennis & Swim Center
103141	9/5/2018	CASAS ORAMAS/JORGE//	FITNESS EQUIPMENT REPAIRS	225.00	Tennis & Swim Center
102938	8/14/2018	BCC	LIFE & DISABILITY INS- AUG 18	211.28	Tennis & Swim Center
103221	9/12/2018	PURE HEALTH SOLUTIONS, INC.	WATER SERVICE	197.10	Tennis & Swim Center
102993	8/16/2018	US BANK	VISA- CAP LEASING	191.00	Tennis & Swim Center
102993	8/16/2018	US BANK	VISA- RALPHS	164.13	Tennis & Swim Center
102993	8/16/2018	US BANK	VISA- HOME DEPOT	159.04	Tennis & Swim Center
102993	8/16/2018	US BANK	VISA- AMAZON.COM	155.69	Tennis & Swim Center
102993	8/16/2018	US BANK	VISA- TOTAL GRAPHICS	142.30	Tennis & Swim Center
103202	9/12/2018	L.A. CO. DEPT. OF HLTH SERVICE	PUBLIC POOL FEE	133.00	Tennis & Swim Center
103142	9/5/2018	CINTAS FIRST AID & SAFETY	ALARM MONITORING- T&SC	120.00	Tennis & Swim Center
102993	8/16/2018	US BANK	VISA- ETSY.COM	113.14	Tennis & Swim Center
102993	8/16/2018	US BANK	VISA- CONSTANT CONTACT	100.00	Tennis & Swim Center
102993	8/16/2018	US BANK	VISA- HOME DEPOT	89.46	Tennis & Swim Center
102993	8/16/2018	US BANK	VISA- SECA CORP	86.00	Tennis & Swim Center
102993	8/16/2018	US BANK	VISA- CVS PHARMACY	76.96	Tennis & Swim Center



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102993	8/16/2018	US BANK	VISA- BIG LOTS	48.26	Tennis & Swim Center
102997	8/22/2018	AIRGAS- WEST	TC HELIUM	43.06	Tennis & Swim Center
102993	8/16/2018	US BANK	VISA- CALABASAS SINCLAIR	40.94	Tennis & Swim Center
102993	8/16/2018	US BANK	VISA- BEST BUY	32.82	Tennis & Swim Center
103158	9/5/2018	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- SEP 18	28.29	Tennis & Swim Center
102969	8/14/2018	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- AUG 18	28.29	Tennis & Swim Center
102938	8/14/2018	BCC	LIFE & DISABILITY INS- AUG 18	20.10	Tennis & Swim Center
103201	9/12/2018	KISHIMOTO/RAINE//	REIMB MILEAGE - AUG 18	19.46	Tennis & Swim Center
Total Amount for 69 Line Item(s) from Tennis & Swim Center				\$57,521.03	

Transportation

103162	9/5/2018	SECURITY PAVING COMPANY INC	LOST HILLS INTERCHANGE PROJ	362,891.29	Transportation
102973	8/14/2018	SECURITY PAVING COMPANY INC	LOST HILLS INTERCHANGE PROJ	310,653.00	Transportation
103218	9/12/2018	PARSONS TRANSPORTATION GROUP	LOST HILLS INTERCHANGE	48,616.22	Transportation
103138	9/5/2018	BANK OF SACRAMENTO	LOST HILLS PROJ- RETENTION	19,099.54	Transportation
102937	8/14/2018	BANK OF SACRAMENTO	LOST HILLS PROJ- RETENTION	16,350.16	Transportation
103199	9/12/2018	IDEAL GENERAL SERVICES, INC.	DIAL-A-RIDE AUG 2018	10,115.00	Transportation
103043	8/22/2018	MALIBU CANYON SHELL	FUEL CHARGES- JULY 2018	6,513.92	Transportation
103147	9/5/2018	CROSSTOWN ELECTRICAL	TRAFFIC LIGHTING SERVICES	5,368.50	Transportation
102975	8/14/2018	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	3,622.96	Transportation
102963	8/14/2018	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	2,696.29	Transportation
103155	9/5/2018	MICHAEL BAKER INTERNATIONAL	PROFESSIONAL SERVICES	2,400.00	Transportation
102981	8/14/2018	TOYOTA FINANCIAL SERVICES	LEASE PAYMENT- AUG 2018	2,352.24	Transportation
103227	9/12/2018	TOYOTA FINANCIAL SERVICES	LEASE PAYMENT- SEP 2018	2,098.14	Transportation
103125	8/29/2018	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	1,916.39	Transportation
102949	8/14/2018	COUNTY OF MARIN\CAL-SLA	STREETLIGHT ASSESSMENT	945.00	Transportation
102993	8/16/2018	US BANK	VISA- TIRE MAN	698.40	Transportation
103017	8/22/2018	CROSSTOWN ELECTRICAL	TRAFFIC LIGHTING SERVICES	500.00	Transportation
103075	8/29/2018	ARC DOCUMENT SOLUTIONS, LLC	COPY/PRINTING SERVICE	479.82	Transportation
103160	9/5/2018	SAFeway SIGN COMPANY	TRAFFIC SIGNS	394.59	Transportation
102990	8/15/2018	MANERI SIGN, INC.	TRAFFIC SIGNS	368.83	Transportation
102993	8/16/2018	US BANK	VISA- CHEVRON	297.98	Transportation
103227	9/12/2018	TOYOTA FINANCIAL SERVICES	LEASE PAYMENT- SEP 2018	260.10	Transportation
103233	9/12/2018	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	255.86	Transportation
103039	8/22/2018	LA DWP	TRAFFIC METER SERVICE	165.19	Transportation
103077	8/29/2018	AT&T	TELEPHONE SERVICE	105.31	Transportation



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102993	8/16/2018	US BANK	VISA- UNION 76	104.94	Transportation
102993	8/16/2018	US BANK	VISA- HOME DEPOT	98.34	Transportation
102993	8/16/2018	US BANK	VISA- UNION 76	95.72	Transportation
102993	8/16/2018	US BANK	VISA- APWA	95.00	Transportation
102993	8/16/2018	US BANK	VISA- EXXON MOBIL	92.38	Transportation
102993	8/16/2018	US BANK	VISA- CALABASAS SINCLAIR	57.20	Transportation
102993	8/16/2018	US BANK	VISA- AMAZON.COM	53.94	Transportation
102993	8/16/2018	US BANK	VISA- UNION 76	34.01	Transportation
102993	8/16/2018	US BANK	VISA- CALABASAS SINCLAIR	32.84	Transportation
102993	8/16/2018	US BANK	VISA- CHEVRON	32.63	Transportation
102993	8/16/2018	US BANK	VISA- CHEVRON	32.57	Transportation
102993	8/16/2018	US BANK	VISA- CALABASAS SINCLAIR	32.54	Transportation
102993	8/16/2018	US BANK	VISA- UNION 76	32.09	Transportation
102993	8/16/2018	US BANK	VISA- 7 ELEVEN	31.95	Transportation
102993	8/16/2018	US BANK	VISA- UNION 76	29.99	Transportation
102993	8/16/2018	US BANK	VISA- UNION 76	21.99	Transportation
102993	8/16/2018	US BANK	VISA- DIY	21.86	Transportation
103145	9/5/2018	COUNTY OF LOS ANGELES	CONTRACT SERVICES	19.32	Transportation
102990	8/15/2018	MANERI SIGN, INC.	TRAFFIC SIGNS	-162.06	Transportation
Total Amount for 44 Line Item(s) from Transportation				\$799,921.98	
GRAND TOTAL for 839 Line Items				\$2,616,705.50	

TENTATIVE FUTURE AGENDA ITEMS

Department Agenda Headings Agenda Title/Future Agenda

10-Oct

PS	Presentation	Mass notification system overview
CC	Consent	October bullying prevention month
CD	Consent	Consideration of refund to LVUSD for Blackbird
FIN	Public Hearing	Adoption of revised fee schedule
PW	New Business	Review of plastic bag ordinance
PW	New Business	Introduction of Ordinance No. 2018-368 regulating the use of plastic straws, stirrers and cutlery
CD	New Business	Historic site markers

Future Items

CC	New Business	COG projects update from Terry Dipple
CC	New Business	Vector Control appointment by Council
PS	Consent	Approval of Las Virgenes-Malibu COG Multi-Jurisdictional Hazard Mitigation Plan
PW	New Business	DAR needs assessment study
PW	New Business	Environmental Commission to review rodenticides Resolution
CC	New Business	Commission appointments
CD	New Business	Ridgeline discussion

2018 Meeting Dates

24-Oct	28-Nov
6-Nov - General Municipal Election	12-Dec - Election Certification/Council Reorganization
14-Nov	26-Dec - Canceled