



CITY of CALABASAS

CITY COUNCIL **AMENDED** AGENDA
REGULAR MEETING

WEDNESDAY, JANUARY 14, 2026, 7:00 PM
COUNCIL CHAMBERS

100 CIVIC CENTER WAY, CALABASAS, CA 91302

CALL TO ORDER - CLOSED SESSION – 6:00 PM

ROLL CALL

CLOSED SESSION

0. **Conference with Legal Counsel: Potential for Litigation Against the City**
(Government Code Section 54956.9(d)(2) & (e)(1))
Based on existing facts and circumstances which the City believes are not yet known to potential plaintiff or plaintiffs, there is significant exposure to litigation against the City.
Number of Potential Cases: One
(Amended Agenda item added 1/9/2026)
1. **Conference with Legal Counsel: Existing Litigation**
(Government Code Section 54956.9(d)(1))
City of Calabasas v. County Sanitation District No. 2, et al. (Los Angeles County Superior Court Case No. 25STCP00642)
2. **Conference with Legal Counsel: Existing Litigation**
(Government Code Section 54956.9(d)(1))
TNHC Canyon Oaks, LLC v. City of Calabasas, et al. (Los Angeles County Superior Court Case No. 21STCP01819)
3. **Conference with Legal Counsel: Existing Litigation**
(Government Code Section 54956.9(d)(1))
Mountains Restoration Trust, Inc. dba TreePeople Land Trust v. City of Calabasas
(Los Angeles County Superior Court Case No. 24STCV19154)

CALL TO ORDER - OPEN SESSION – 7:00 PM

ROLL CALL

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

CLOSED SESSION REPORT

PRESENTATIONS

4. **Sheriff's Crime Report - November 2025**

Recommendation: Receive a presentation on the November 2025 Sheriff's Crime Report.

COUNCIL ANNOUNCEMENTS

PUBLIC COMMENT

At this time the public may address the City Council on any matter not on the agenda that is within the subject matter jurisdiction of the City Council. The public will also be given an opportunity to comment on matters which are on the posted agenda during deliberation on those specific matters.

CONSENT CALENDAR

All matters listed on the Consent Calendar are to be approved with one motion. Items may be pulled from the Consent Calendar for individual consideration. Pulled items will be considered immediately following approval of the Consent Calendar.

5. **City Council Minutes**

Recommendation: Approve the minutes of the City Council special meeting of December 3, 2025, and the regular meeting of December 10, 2025.

6. **2026 City Council Appointments**

Recommendation:

1. Approve the City Council Standing, Ad Hoc, and Outside Agency Committee Appointments; and
2. Approve an update to the 35th Anniversary Celebration Event Ad Hoc Committee name to be revised to 35th Anniversary Ad Hoc Committee.

7. **Professional Services Agreement with Cumming Management Group, Inc.**

Recommendation: Approve and authorize the City Manager to execute a Professional Services Agreement with Cumming Management Group, Inc. for construction project support services related to the City's Energy and Solar Project, in an amount not-to-exceed \$89,000, for a two-year term.

8. **Professional Services Agreement with Willdan Energy Solutions**

Recommendation: Approve and authorize the City Manager to execute a Professional Services Agreement with Willdan Energy Solutions for an Investment Grade Audit and related Energy Savings Performance Contract services in support of the City's Energy and Sustainability initiatives.

NEW BUSINESS

9. **Amendment to Contract Between the Board of Administration California Public Employees Retirement System and the City Council City of Calabasas**

Recommendation:

1. Adopt Resolution No. 2026-1993 Resolution of Intention to Approve an Amendment to Contract Between the Board of Administration California Public Employees Retirement System and the City Council City of Calabasas; and

2. Introduce and conduct first reading of Ordinance No. 2026-421, waiving full reading of the text, authorizing an amendment to the contract between the Board of Administration California Public Employee Retirement System (CalPERS) and the City of Calabasas (City) to provide Section 20903 (two years additional service credit) for local miscellaneous members.

VERBAL REPORTS

ADJOURNMENT

This agenda was posted in accordance with applicable legal requirements. Regular and adjourned regular meeting agendas may be amended up to 72 hours in advance of the meeting; Special meeting agendas may be posted 24 hours in advance of the meeting.

Posted: 1/9/2026



CITY *of* CALABASAS

**CITY COUNCIL
AGENDA REPORT**

MEETING: January 14, 2026
TO: Honorable Mayor and Councilmembers
FROM: Kristy Buxkemper, City Clerk
SUBJECT: Sheriff's Crime Report - November 2025

RECOMMENDATION

Receive a presentation on the November 2025 Sheriff's Crime Report.

BACKGROUND

The Sheriff's Department prepares a monthly report outlining crime, traffic, and arrest statistics, along with noteworthy incidents and an activity report on the Lost Hills Juvenile Intervention Unit activity.

DISCUSSION

Sheriff's personnel will provide a presentation on the report.

FISCAL IMPACT

There is no fiscal impact associated with this report.

ATTACHMENTS

A. November 2025 Sheriff's Crime Report



OFFICE OF THE SHERIFF

COUNTY OF LOS ANGELES

HALL OF JUSTICE

ROBERT G. LUNA, SHERIFF



Kindon Meik, City Manager
City of Calabasas
100 Civic Center Way
Calabasas, California 91302



Dear Mr. Meik:

Attached are the year-to-date statistics for Calabasas through November 2025.

Noteworthy incidents

- An unknown male approached a Wells Fargo customer approaching the bank and stole a white envelope from his hands. The suspect fled the location in a vehicle displaying a fake license plate.
- A residential burglary occurred on Palm Drive between November 1-3.
- A Thousand Oaks resident was arrested for possession of a controlled substance at the Commons.
- A residential burglary occurred on Alsace Drive.
- Intersection cameras assisted deputies during a collision investigation.
- Intersection and Flock cameras were utilized in a robbery investigation in which unknown suspects stole a check book from a Wells Fargo customer.
- Real-time cameras assisted in locating an Albertson's theft suspect.
- A Calabasas resident was arrested for being under the influence of a controlled substance on Mountain View Drive.
- A Van Nuys resident was arrested in the 4900 blk of Las Virgenes for being under the influence of a controlled substance.

Attachments

Crime Statistics

Transparency Report

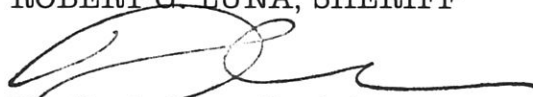
Arrest Statistics

211 WEST TEMPLE STREET, LOS ANGELES, CALIFORNIA 90012

A Tradition of Service
— Since 1850 —

Sincerely,

ROBERT G. LUNA, SHERIFF

A handwritten signature in black ink, appearing to read "Dustin A. Carr", written over the printed name.

Dustin A. Carr, Captain
Malibu/Lost Hills Sheriff's Station

CRIME STATISTICS - CALABASAS / NOVEMBER 2025

| Part I Crimes | 2020 | | 2024 | | 2025 | | 5 YR % CHANGE 2025/2020 | 1 YR % CHANGE 2025/2024 |
|-------------------------------|------------------------------|--|------------------------------|--|-----------|--|-------------------------------|-------------------------------|
| | YTD Reported Incidents | Total Reported Incidents 2020 | YTD Reported Incidents | Total Reported Incidents 2024 | NOV | Total Reported Incidents 2025 | | |
| Homicide | 0 | 0 | 0 | 0 | 0 | 0 | NC | NC |
| Rape | 7 | 6 | 7 | 7 | 1 | 5 | -29% | -28.6% |
| Aggravated Assault | 16 | 19 | 19 | 23 | 2 | 15 | -6% | -21.1% |
| Domestic | 5 | 7 | 7 | 8 | 2 | 7 | 40% | 0.0% |
| Robbery Total | 13 | 14 | 5 | 5 | 1 | 9 | -31% | 80.0% |
| Weapon | 4 | 5 | 1 | 1 | 0 | 3 | -25% | 200.0% |
| Strong-Arm | 9 | 9 | 4 | 4 | 1 | 6 | -33% | 50.0% |
| Burglary Total | 33 | 36 | 70 | 79 | 4 | 56 | 70% | -20.0% |
| Residential | 22 | 23 | 44 | 51 | 4 | 44 | 100% | 0.0% |
| Business | 11 | 13 | 26 | 28 | 0 | 13 | 18% | -50.0% |
| Larceny Theft | 168 | 184 | 165 | 180 | 11 | 157 | -7% | -4.8% |
| Grand Theft (\$950+) | 25 | 28 | 54 | 61 | 3 | 51 | 104% | -5.6% |
| Vehicle Burglary | 45 | 49 | 41 | 43 | 2 | 32 | -29% | -22.0% |
| Unlocked Vehicle | 53 | 57 | 23 | 23 | 2 | 18 | -66% | -21.7% |
| From Locker | 0 | 0 | 0 | 0 | 0 | 0 | NC | NC |
| From Boat | 0 | 0 | 0 | 0 | 0 | 0 | NC | NC |
| From Aircraft | 0 | 0 | 0 | 0 | 0 | 0 | NC | NC |
| Petty Theft | 45 | 50 | 47 | 53 | 4 | 56 | 24% | 19.1% |
| Grand Theft Auto | 33 | 35 | 26 | 27 | 1 | 6 | -82% | -76.9% |
| Arson | 2 | 2 | 3 | 3 | 0 | 0 | -100% | -100.0% |
| Total Part I Crimes | 272 | 296 | 295 | 324 | 20 | 248 | -9% | -15.9% |
| Domestic Violence Misdemeanor | 32 | 38 | 43 | 45 | 1 | 24 | -25% | -44.2% |
| Swatting | 5 | 6 | 2 | 2 | 0 | 2 | -60% | 0.0% |

City of Calabasas Sheriff's November 2025 Overview

2025-2026 Cost Summary

Refer to the signed SH-AD 575 for deployment, current cost and estimated charges.

Service Compliance Levels

| Fiscal Year to Date | Monthly | YTD | | Monthly | YTD | | Monthly | YTD |
|------------------------------|---------------|----------------|------------------------------|----------------|----------------|---------------------------------|---------------|----------------|
| Sworn Minutes Scheduled | 147,245 | 750,949 | Motor Minutes Scheduled | 8,822 | 44,995 | Civilian Minutes Scheduled | 6,370 | 35,546 |
| Sworn Minutes Provided | 137,283 | 760,501 | Motor Minutes Provided | 10,380 | 50,670 | Civilian Minutes Provided | 4,911 | 36,227 |
| Sworn Compliance Rate | 93.23% | 101.27% | Motor Compliance Rate | 117.65% | 112.61% | Civilian Compliance Rate | 70.46% | 101.91% |

Monthly Average Response Times / Arrest & Report Activity

| | Emergent Calls | Priority Calls | Routine Calls |
|-----------------------------|----------------|----------------|---------------|
| Response Time (Minutes) | 4.6 | 13.1 | 43.5 |
| Station Avg. Response Time | 5.2 | 12.6 | 38.9 |
| County Avg. Response Time | 11.9 | 26.2 | 66.5 |
| Number of Calls for Service | 26 | 82 | 279 |
| | Arrests | | Reports |
| Arrest & Reports Totals | 9 | | 116 |
| Non-Revocable Parole Arrest | 0 | | |

| | |
|---|-----------------------|
| Number of Monthly Service Complaints | 0 |
| Number of Monthly Personnel Complaints | 0 |
| Number of Monthly Commendations | 1 |
| Number of Monthly Public Comment Reports | 1 |
| Number of Public Contacts (calls & obs.) | (427 & 523) 950 |
| Number of Comment Reports to Contact Ratio | .0010 |
| YTD Totals - Public Comment Reports | 20 |
| YTD Totals - Public Contacts (calls & obs.) | (2,507 & 2,827) 5,334 |
| YTD Totals - Comment Reports to Contact Ratio | .0037 |

Service Complaints - Based on issues with Department policy and procedures, laws, and not employee conduct

Personnel Complaints - Based on employee conduct

| | ADULT | JUVENILE | TOTAL | CONTRACT CITIES TOTAL | UNINCORP TOTAL | | | |
|--------------------------------|---------------|----------|--------------------|-----------------------------|-------------------|----------|---------------|----------|
| PART I ARRESTS | | | | | | | | |
| HOMICIDE | 0 | 0 | 0 | 0 | 0 | | | |
| RAPE | 0 | 0 | 0 | 0 | 0 | | | |
| ROBBERY | 0 | 0 | 0 | 0 | 0 | | | |
| ASSAULT AGGRAVATED (FELONIOUS) | 8 | 0 | 8 | 7 | 1 | | | |
| BURGLARY | 4 | 1 | 5 | 4 | 1 | | | |
| THEFT | 3 | 0 | 3 | 2 | 1 | | | |
| GRAND THEFT AUTO | 1 | 0 | 1 | 1 | 0 | | | |
| ARSON | 0 | 0 | 0 | 0 | 0 | | | |
| TOTAL PART I ARRESTS | 16 | 1 | 17 | 14 | 3 | | | |
| PART II ARRESTS | | | | | | | | |
| FORGERY | 0 | 0 | 0 | 0 | 0 | | | |
| FRAUD AND NSF CHECKS | 0 | 0 | 0 | 0 | 0 | | | |
| SEX OFFENSES (FEL) | 0 | 0 | 0 | 0 | 0 | | | |
| SEX OFFENSES (MISD) | 0 | 0 | 0 | 0 | 0 | | | |
| ASSAULT NON-AGGRAVATED (MISD) | 1 | 0 | 1 | 1 | 0 | | | |
| WEAPONS LAWS | 2 | 0 | 2 | 2 | 0 | | | |
| OFFENSES AGAINST FAMILY | 0 | 0 | 0 | 0 | 0 | | | |
| NARCOTICS | 9 | 0 | 9 | 6 | 3 | | | |
| LIQUOR LAWS | 0 | 0 | 0 | 0 | 0 | | | |
| DRUNK | 3 | 0 | 3 | 1 | 2 | | | |
| DISORDERLY CONDUCT | 0 | 0 | 0 | 0 | 0 | | | |
| VAGRANCY | 0 | 0 | 0 | 0 | 0 | | | |
| GAMBLING | 0 | 0 | 0 | 0 | 0 | | | |
| DRUNK DRIVING | 8 | 1 | 9 | 9 | 0 | | | |
| VEHICLE/BOATING LAWS | 15 | 0 | 15 | 14 | 1 | | | |
| VANDALISM | 2 | 0 | 2 | 2 | 0 | | | |
| WARRANTS | 2 | 0 | 2 | 2 | 0 | | | |
| RECEIVING STOLEN PROP | 0 | 0 | 0 | 0 | 0 | | | |
| FEDERAL OFFENSES | 0 | 0 | 0 | 0 | 0 | | | |
| FELONIES MISCELLANEOUS | 1 | 0 | 1 | 0 | 1 | | | |
| MISDEMEANORS, MISCELLANEOUS | 8 | 0 | 8 | 7 | 1 | | | |
| TOTAL PART II ARRESTS | 51 | 1 | 52 | 44 | 8 | | | |
| TOTAL NON-CRIMINAL | 0 | 0 | 0 | 0 | 0 | | | |
| GRAND TOTAL | 67 | 2 | 69 | 58 | 11 | | | |
| | FELONY | | MISDEMEANOR | | MALE | | FEMALE | |
| ARREST SUMMARY | TOTAL | % | TOTAL | % | TOTAL | % | TOTAL | % |
| | 15 | 21.7 | 54 | 78.3 | 54 | 78.3 | 15 | 21.7 |

**LOST HILLS JUVENILE INTERVENTION UNIT
ACTIVITY REPORT FOR NOVEMBER 2025
CALABASAS**

SCHOOL INCIDENTS

- Contacted by Calabasas High School regarding two students having disagreement on campus. Notification only; school handled the matter.
- Contacted after hours regarding possible threat at Calabasas High School. Threat determined non-viable; all parties counseled and incident documented.
- Contacted by parents of Bay Laurel Elementary School regarding two students rough housing on playground. Deputies counseled all parties involved by parent request.
- Las Virgenes Unified School District observed Thanksgiving Break from 11-24-2025 through 11-28-2025.

INTERVENTIONS

N/A

COMMUNITY / CRIMINAL ISSUES

- Lost Hills Station J-Team attended 40-hour active shooter response training.
- Collaborated with the new Deputy District Attorney in charge at the Sylmar court to discuss more efficient procedures for case filings with the District Attorney's office.
- Completed quarterly firearm qualification in compliance with department policy.
- Conducted juvenile referrals related to encounters with uniformed personnel.
- Patrolled juvenile problem areas in the city on weekend evenings and responded to juvenile-related calls for service.
- Ensured record sealing procedures were initiated for subjects who completed CAMPS diversion for minor offenses.
- Conducted 290 residential verifications for sex registrants.



| COLLISION SUMMARY* | This Month | Month Year Prior | Total YTD | Total Prior YTD | Change +/- |
|--|-------------------|-------------------------|------------------|------------------------|-------------------|
| Total Collisions - Excluding Private Property | 15 | 18 | 135 | 151 | -16 |
| Fatal Collisions | 0 | 0 | 0 | 0 | 0 |
| Injury Collisions | 4 | 7 | 29 | 50 | -21 |
| Property Collisions | 11 | 10 | 106 | 100 | +6 |
| Private Property Collisions | 3 | 4 | 37 | 39 | -2 |
| DUI Collisions with Injuries | 0 | 0 | 0 | 1 | -1 |
| DUI Collisions with Property Damage | 0 | 0 | 1 | 3 | -2 |
| | | | | | |
| Total Pedestrian Collisions | 0 | 1 | 1 | 6 | -5 |
| Pedestrians Killed | 0 | 0 | 0 | 0 | 0 |
| Pedestrians Injured | 0 | 1 | 1 | 6 | -5 |
| | | | | | |
| Total Hit & Run Collisions | 3 | 4 | 40 | 30 | +10 |
| Hit & Run Fatalities | 0 | 0 | 0 | 0 | 0 |
| Hit & Run Injuries | 0 | 0 | 2 | 4 | -2 |
| Hit & Run Property Only | 3 | 4 | 38 | 26 | +12 |
| | | | | | |
| CITATION SUMMARY* | This Month | Month Year Prior | Total YTD | Total Prior YTD | Change +/- |
| Traffic Total | 149 | 173 | 1945 | 1933 | +12 |
| Hazardous Violations | 0 | 93 | 940 | 957 | -17 |
| Non-Hazardous Violations | 100 | 65 | 350 | 671 | -321 |
| Parking Violations | 49 | 14 | 635 | 290 | +345 |
| DUI Arrests | 0 | 1 | 20 | 15 | +5 |

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

**Los Angeles County Sheriff's Department
Lost Hills Station**

Traffic Analysis Report

12/9/2025 City of CALABASAS

Date Range Reported: 11/1/2025 to 11/30/2025

| | This Period | Year-to-Date |
|---|--------------------|------------------|
| Total Collisions | 16 | 163 |
| Total Collisions Involving Fatality | 0 | 0 |
| Total Collisions Involving Injury | 4 | 37 |
| Total Collisions Involving Property Damage | 12 | 126 |
| Total Fatalities | 0 | 0 |
| Total Injuries | 5 | 46 |
| Total DUI Collisions | 0 | 4 |
| DUI Collisions Involving Fatality | 0 | 0 |
| DUI Collisions Involving Injury | 0 | 1 |
| DUI Collisions Involving Property Damage | 0 | 3 |
| Total DUI Fatalities | 0 | 0 |
| Total DUI Injuries | 0 | 1 |
| DUI Arrests | 0 | 0 |
| Total Non-DUI Collisions | 16 | 159 |
| Non-DUI Collisions Involving Fatalities | 0 | 0 |
| Non-DUI Collisions Involving Injuries | 4 | 36 |
| Non-DUI Collisions Involving Property Damage | 12 | 123 |
| Total Non-DUI Fatalities | 0 | 0 |
| Total Non-DUI Injuries | 5 | 45 |
| Private Property Collisions | 3 | 49 |
| Total Bicycle Collisions | 0 | 3 |
| Total Pedestrian Collisions | 0 | 5 |
| Total Citations | 118 | 1405 |
| Hazardous Citations | 0 | 0 |
| Non-Hazardous Citations | 118 | 1405 |
| Seat Belt Citations | 0 | 0 |
| Child Restraint Citations | 0 | 0 |
| Traffic Enforcement Index | 0.0 | 0.0 |
| Traffic Collision Index | 3.0 | 3.4 |
| DUI Index | 0 | 0 |
| Safety Restraint Index | 0 | 0 |
| Most Frequent Primary Collision Factor | Auto R/W Violation | Improper Turning |
| Most Frequently Cited Violation | 22350: | 22350: |

Footnotes:

Traffic Enforcement Index
 Traffic Collision Index
 DUI Index
 Safety Restraint Index

Haz Citations + DUI Arrests / Fatal & Injury Collisions (20:1)
 Non-Injury Collisions / Fatal + Injury Collisions (2.5:1)
 DUI Arrests / DUI Fatal + Injury Collisions (10:1)
 Seat Belt + Child Restraint Citations / Haz + Non-Haz Citations

**Los Angeles County Sheriff's Department
Lost Hills Station
Monthly Traffic Safety Management Report**

City of CALABASAS

Date Range Reported: 11/1/2025 to 11/30/2025

Total No. of Collisions: 15 Injury: 4 Non-Injury: 11 Fatal: 0 Private Property: 3

Total No. of Citations: 100 Hazardous Cites: 0 Non-Hazardous Cites: 100

Collisions by Reporting Districts

| <u>Reporting District</u> | <u>No.</u> | <u>Location</u> |
|---------------------------|------------|--|
| 2240 | 1 | at Agoura Rd and Malibu Hills Rd |
| 2241 | 3 | at Separate Locations |
| 2242 | 1 | at Las Virgenes Rd and Malibu School District Road |
| 2243 | 2 | at Las Virgenes Rd and Mureau Rd |
| | 2 | at Separate Locations |
| 2246 | 3 | at Separate Locations |
| 2248 | 2 | at Separate Locations |
| 2249 | 1 | at 22855 Mulholland Hwy and Private Property |

Collision Occurred Most Frequently On:

| <u>Street Name</u> | <u>Number of Collisions</u> |
|--|-----------------------------|
| Las Virgenes Rd | 3 |
| 2 at Mureau Rd | |
| 1 at Malibu School District Road | |
| Calabasas Rd | 2 |
| 2 at at Separate Locations | |
| 4785 Las Virgenes Rd, Calabasas C | 1 |
| 1 at Las Virgenes Road | |
| 5657 Las Virgenes Rd Calbasas Ca | 1 |
| 1 at | |
| Agoura Rd | 1 |
| 1 at Malibu Hills Rd | |

| | | |
|--------------------------|-------------------|----------|
| Mulholland Hwy | | 1 |
| | 1 at Freedom Dr | |
| Park Alisal | | 1 |
| | 1 at Park Corona | |
| Park Ora | | 1 |
| | 1 at Valmar Road | |
| Parkway Calabasas | | 1 |
| | 1 at Park Entrada | |

Primary Collision Factors:

| <u>Violations</u> | <u>Description</u> | <u>Number of Collisions</u> |
|-------------------|-------------------------|-----------------------------|
| - | Not Stated | 4 |
| 21801A | | 3 |
| 22350 | Unsafe Speed | 2 |
| 22106 | Unsafe Start Or Backing | 2 |
| 22107 | Unsafe Turning Movement | 1 |
| 21755A | | 1 |
| 21658A | | 1 |
| 21453A | | 1 |

Violations Most Frequently Cited:

| <u>Violations</u> | <u>Description</u> | <u>Number of Citations</u> |
|-------------------|---|----------------------------|
| 22350 | Unsafe Speed | 43 |
| 22450A | | 33 |
| 4000(a)(1) | Vehicle Registration Required | 7 |
| 21950A | | 3 |
| 26708(a)(| | 3 |
| 21658(a) | Lane Straddling; Unsafe Lane Change | 2 |
| 22107 | Unsafe Turning Movement | 2 |
| 23123.5A | | 2 |
| 12500(a) | Unlicensed Driver | 1 |
| 12951A | | 1 |
| 14601.2(a) | Driving With Suspended License, Dui | 1 |
| 21100.3 | Fail To Obey Traffic Direction Of Local Authority | 1 |
| 22349A | | 1 |
| 23103(a) | Reckless Driving | 1 |
| 23123(a) | Using Wireless Hand Held Phone While Driving | 1 |
| 23123.5(a) | Texting While Driving | 1 |
| 23152(a) | Dui; Alcohol | 1 |
| 23152(b) | Dui, .08 Bac Or Greater | 1 |
| 26708A1 | | 1 |
| 4464 | Altered License Plates | 1 |
| 5200A | | 1 |

Collisions Involving Pedestrians: 0

Collisions Involving Bicyclists: 0

Los Angeles County Sheriff's Department
Lost Hills Station

Monthly Traffic Collision Report

12/9/2025 *City of CALABASAS*

Date Range Reported: 11/1/2025 to 11/30/2025

Collisions

| | |
|--|----|
| Total Non-Injury Collisions | 11 |
| Total Injury and Fatal Collisions | 4 |
| Total Collisions (Injury + Non-Injury) | 15 |

DUI Collisions

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

Non-DUI Collisions

| | |
|--|----|
| Number of Non-DUI Collisions with Fatalities | 0 |
| Number of Non-DUI Collisions with Injuries | 4 |
| Number of Non-DUI Collisions Involving Property Damage | 11 |
| Total Number of Non-DUI Collision Deaths | 0 |
| Total Number of Non-DUI Collision injuries | 5 |

Vehicle/Pedestrian Collisions

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

Vehicle/Bicycle Collisions

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

Hit & Run Collisions

| | |
|--|---|
| Total Number of Hit & Run Fatalities | 0 |
| Total Number of Hit & Run Injuries | 0 |
| Total Number of PDO Hit & Run Collisions | 3 |

Traffic Citations

| | |
|---|-----|
| Total Number of Radar Citations Issued | 41 |
| Total Number of Bicycle Citations Issued | 0 |
| Total Number of Pedestrian Citations Issued | 0 |
| Total Number of Safety Belt Citations Issued | 0 |
| Total Number of Child Restraint Citations Issued | 0 |
| Total Number of Financial Responsibility Citations Issued | 0 |
| Total Number of Hazardous Citations Issued | 0 |
| Total Number of Non-Hazardous Citations Issued | 118 |
| Total Number of Citations Issued | 118 |

Parking Citations

| | |
|--|---|
| Total Number of Parking Citations Issued | 0 |
|--|---|

Miscellaneous

| | |
|--|--|
| Child in Passenger Seat or Belts, Number of Fatalities | |
| Child in Passenger Seat or Belts, Number of Injuries | |
| Child Not in Passenger Seat or Belts, Number of Fatalities | |
| Child Not in Passenger Seat or Belts, Number of Injuries | |
| Number of Code 3 or Pursuit Collision Fatalities | |
| Number of Code 3 or Pursuit Collision Injuries | |
| Number of Patrol Vehicle Rear-End Collisions with Amber On | |

Enforcement Index

| | |
|-------------------|-----|
| Enforcement Index | 0.0 |
|-------------------|-----|



CITY *of* CALABASAS

**CITY COUNCIL
AGENDA REPORT**

MEETING: January 14, 2026
TO: Honorable Mayor and Councilmembers
FROM: Kristy Buxkemper, City Clerk
SUBJECT: City Council Minutes

RECOMMENDATION

Approve the minutes of the special City Council meeting of December 3, 2025, and the regular meeting of December 10, 2025.

BACKGROUND

The Government Code requires the City Council to maintain records of its meetings in the form of written minutes.

DISCUSSION

Staff has prepared minutes for the Special Meeting held December 3, 2025, and the Regular Meeting held December 10, 2025. The minutes are submitted for City Council approval.

FISCAL IMPACT

There is no fiscal impact associated with this report.

ATTACHMENTS

- A. Minutes – Special Meeting held December 3, 2025
- B. Minutes – Regular Meeting held December 10, 2025

**MINUTES
SPECIAL CITY COUNCIL MEETING
CITY OF CALABASAS, CALIFORNIA
WEDNESDAY, DECEMBER 3, 2025**

CLOSED SESSION

The Council met in Closed Session at 6:00 p.m. with all Councilmembers present (Councilmember Shapiro attended remotely) to discuss the following items:

0. Conference with Labor Negotiator

(Government Code Section 54957.6)

City Negotiator: Kindon Meik, City Manager

Employees: All Unrepresented Employees

1. Conference with Legal Counsel: Anticipated Litigation

(Government Code Section 54956.9(d)(4))

Based on existing facts and circumstances, the City Council is deciding whether to initiate litigation.

Number of Potential Cases: One

2. Conference with Legal Counsel: Existing Litigation

(Government Code Section 54956.9(d)(1))

City of Calabasas v. County Sanitation District No. 2, et al.

(Los Angeles County Superior Court Case No. 25STCP00642)

3. Conference with Legal Counsel: Existing Litigation

(Government Code Section 54956.9(d)(1))

Mountains Restoration Trust, Inc. dba TreePeople Land Trust v. City of Calabasas

(Los Angeles County Superior Court Case No. 24STCV19154)

CALL TO ORDER

Mayor Kraut called the regular meeting to order at 7:06 p.m.

PLEDGE OF ALLEGIANCE

Richard Sherman led the Pledge of Allegiance.

ROLL CALL

Present: Mayor Peter Kraut, Mayor Pro Tem James Bozajian, and Councilmembers Edward Albrecht, David Shapiro (attended remotely), and Alicia Weintraub

Absent: None

Sr. Staff: City Manager Kindon Meik; Assistant City Manager Scott Trujillo; Deputy City Manager Michael McConville; City Attorney Pam Lee; Chief Financial Officer Ron Ahlers; Community Development Director Michael Klein; Community Services Director Erica Green; Public Works Director Curtis Castle; City Clerk Kristy Buxkemper; and Sheriff's Deputy Mason De Matteo

APPROVAL OF AGENDA

MOTION

Councilmember Weintraub moved and Councilmember Albrecht seconded a motion to approve the agenda. The motion carried unanimously.

CLOSED SESSION REPORT

City Attorney Pam Lee provided a closed session report indicating there was no reportable action.

PRESENTATIONS

4. FM3 Research Survey Results Regarding Priority Issues and Voter Sentiment Towards a Potential Sales Tax Ballot Initiative

City Manager Kindon Meik introduced the item regarding a community survey conducted by consultant FM3 regarding a potential sales tax ballot initiative.

Consultant Richard Bernard provided a comprehensive presentation reviewing the research, methodology, and results of the community survey in which he noted the greater likelihood of success for a sales tax ballot initiative on a November general election; highlighted the importance of public education; and suggested a funding focus on public safety.

Mr. Bernard responded with additional information to various Councilmember questions pertaining to the demographic makeup, methodology, and data obtained which made up the random sample pool and survey results; other potential measures which could be on the November 2026 ballot and the anticipated impact of having multiple measures on a single ballot; and the total number of community members who were interviewed to participate in the survey.

Bernard confirmed that a November 2026 measure would allow additional time for outreach and to educate the community on the need for a sales tax, increasing the initiative's chance for success.

PUBLIC COMMENTS

Joe Chilco provided comments regarding access to survey data; and Richard Sherman highlighted the importance of education efforts.

City Manager Meik asked for City Council's direction on the timing for the sales tax initiative. Council unanimously agreed and directed staff to begin preparing a timeline for a sales tax ballot initiative for the November 2026 General Election. Mayor Kraut also requested an outreach schedule be prepared to include speaking events, publications, and mailers, in conjunction with the timeline for the initiative.

5. Sheriff's Crime Report for October 2025

Deputy De Matteo presented the crime report for October 2025, reviewing residential and commercial burglaries, grand thefts, assaults, and petty thefts.

At the request of Council, Deputy De Matteo reminded the community that e-bikes are off-highway vehicles and are not street legal, noting that drivers could receive multiple citations and parents could face fines up to \$1,000.

Councilmember Albrecht praised the downward trend in crime and the positive effect of License Plate Reader (LPR) cameras; and Councilmember Weintraub requested staff evaluate the need for more Flock cameras in the community, noting their reasonable cost and proven results.

Mayor Kraut thanked Mr. De Matteo for his report and commended the work the Sheriff's Department does in the community.

PUBLIC COMMENTS

Joe Chilco addressed the Council regarding copper wire theft; and Dorrina Shajari provided comments regarding public safety and community engagement.

COUNCIL ANNOUNCEMENTS

Councilmember Weintraub reminded the community of the December 4 meeting with Southern California Edison at the Calabasas Community Center at 6:00 p.m.

Councilmember Shapiro highlighted vacancy openings on the Library Commission and Parks, Recreation, and Education Commission, and invited residents to apply; and mentioned that he helped serve at the 31st Annual Thanksgiving Meal for Seniors at Sagebrush Cantina.

Councilmember Albrecht echoed mention of the 31st Annual Thanksgiving Meal for Seniors at Sagebrush Cantina; as well as noted the dog bone on display at Wild Walnut Park; and the Bags 4 Benches Dedication Ceremony on December 8.

Mayor Kraut encouraged the community not to dispose of hazardous waste in their household trash and invited participation at the disposal event at Albertson's on December 6 and 7. He also noted the bulky item Waste Management program; the Santa Paws photo booth at Wild Walnut Park; Breakfast with Santa on December 13 at the Calabasas Community Center; and the upcoming City Reorganization meeting at City Hall on December 10 at 7:00 p.m.

GENERAL PUBLIC COMMENTS

Matthew Shevy addressed the Council regarding the upcoming Southern California Edison meeting.

Mark Levinson, representing the Calabasas Chamber of Commerce, announced a holiday party at the Cambria Hotel and other upcoming events; and introduced Sam Borhani who detailed his service as an attorney to the community.

CONSENT CALENDAR

Item Nos. 6 and 11 were pulled from the Consent Calendar for further discussion.

The Consent Calendar consisted of the following items:

6. City Council Minutes

Recommendation: Approve the minutes of the City Council regular meeting of November 12, 2025.

Councilmember Albrecht requested a clerical correction to correct mention of Wild Walnut Park.

7. Canon U.S.A., Inc. Lease Agreement to Provide Office Copier and Maintenance Services

Recommendation: Approve a five-year lease agreement with Canon U.S.A., Inc (Canon) for copier and maintenance services in an amount not to exceed \$250,457, and authorize the City Manager and/or the Chief Financial Officer to execute the Canon lease agreement.

8. Chariot Fire & Electric, Inc. Maintenance Service Agreement for Fire Alarm Control Panel Replacement at the Community Center

Recommendation: Award a Maintenance Services Agreement to Chariot Fire & Electric, Inc., (DBA Chariot Fire and Integration), in an amount not-to-exceed \$80,000 for the replacement of the existing fire alarm control panel and associated devices at the Calabasas Community Center (CCC).

9. Azteca Landscape, Inc. Contract Amendment No. 1 for LLAD's 24 and 27 to include LLAD 32

Recommendation: Approve Amendment No. 1 to contract with Azteca Landscape, Inc. for LLAD's 24 and 27 to include LLAD 32.

10. Absolute Tree & Brush Agreement Professional Services Agreement Contract Award for Weed Abatement/Fuel Reduction

Recommendation: Award a five-year Professional Services Agreement to Absolute Tree & Brush for annual weed abatement/fuel reduction for fire safety within the City of Calabasas, in an amount not-to-exceed \$3,278,075, with the option for two (2) additional two-year extensions.

11. Award of On-Call/As-Needed Contracts for Engineering and Construction Management Services

Recommendation: Approve professional services agreements with nine (9) consulting firms for On-Call/As-Needed Civil Engineering and Construction Management Services, in an amount not to exceed \$500,000 over an initial five (5) year period for each firm.

This item was pulled for additional discussion. Public Works Director Curtis Castle updated the Council on the revised contract template used for the final agreements. City Attorney Pam Lee additionally noted that contracts now include stronger indemnification and insurance language.

Councilmember Shapiro requested staff provide an update within 6 months of the status of the nine consulting firms, their use, purpose, and accomplishments.

MOTION

Councilmember Weintraub moved and Mayor Pro Tem Bozajian seconded a motion to approve the consent calendar. The motion carried unanimously.

PUBLIC HEARINGS

12. Adoption of Ordinance No. 2025-420 Adopting the California Code of Regulations Title 24, the 2025 California Building Standards Code Parts 1 through 12 with Local Amendments Thereto

Community Development Director Michael Klein presented the report.

Mayor Kraut opened the public hearing. With no members of the public providing public testimony, the public hearing was closed.

MOTION

Councilmember Weintraub moved and Councilmember Albrecht seconded a motion to conduct a second reading, waiving reading of the full text, and adopted Ordinance No. 2025-420, adopting the 2025 California Building Standards Code (California Code of Regulations Title 24) with local administrative amendments. The motion carried 4-1 (Bozajian dissenting).

The Mayor read the title of the ordinance into the record.

CONTINUED BUSINESS – NONE

RECESS

The City Council recessed for a short 5-minute break.

NEW BUSINESS

13. Calabasas Tennis & Swim Center Fee Schedule Update

Community Services Director Erica Green and Vice President of the Matrix Consulting Group Khushboo Ingle presented the report.

In response to Council questions, Ms. Ingle, Director Green, and Deputy Community Services Director Jeffrey Campbell provided details regarding attendance at the public engagement sessions; improvements recently made at the Tennis & Swim Center; the percentage of resident versus non-resident memberships and the extensive waitlist; revenue received from film permits; and noted the lack of a previous formal fee study.

The Council expressed concerns regarding some of the proposed membership options; noting the short timeline and increase in fees over a two-year period. The Council discussed in-depth the membership structure, proposed fees, and

implementation timeline. Councilmembers supported film fees being raised immediately to the full cost.

Councilmembers thanked staff for their work in renovating the facility and requested robust public outreach explaining any approved membership changes. Mayor Kraut noted the fee schedule, identified as Appendix A of the report, should be added as an attachment to the Resolution.

City Manager Kindon Meik stated that the Tennis & Swim Center should be supported by a membership-based enterprise fund and should not be subsidized by the general fund, especially as the City considers a sales tax initiative to address a structural deficit.

Chief Financial Officer Ron Ahlers reminded the Council of the Tennis & Swim Center's negative cash fund.

PUBLIC COMMENT

Matthew Shevy and Frances Alet addressed the City Council regarding membership fees.

MOTION

Councilmember Albrecht moved and Councilmember Shapiro seconded a motion, then amended by Councilmember Weintraub, to Adopt Resolution No. 2025-1992 updating the Citywide Fee Schedule to modify fees for the Calabasas Tennis & Swim Center, amending Section 3 of the Resolution to refer specifically to Appendix A – Fee Schedule. The motion carried 4-1 (Bozajian dissenting).

The Council additionally requested the Community Services Department return with a report on membership activity within three months.

14. 2026 City Council Annual Meeting Schedule

City Clerk Kristy Buxkemper presented the report.

Councilmembers provided feedback regarding City Council meeting start time, with Mayor Pro Tem Bozajian in favor of keeping the regular meeting time at 7:00 p.m., with the flexibility of an earlier start time when needed, as allowed by the adopted resolution.

Council also reviewed conflicts with the regular meeting dates and proposed revisions to avoid holidays and allow for Councilmember attendance at conferences.

MOTION

Mayor Pro Tem Bozajian moved, and Councilmember Albrecht seconded a motion to approve the 2026 Annual City Council Meeting calendar, cancelling the May 13 and September 23 regular meetings, and rescheduling the November 11 and December 2 regular meetings to November 10 and December 1, respectively. The motion carried 4-0 (Councilmember Weintraub absent).

VERBAL REPORTS

Councilmember Shapiro commented on his attendance at the Valley Economic Alliance meeting and mentioned upcoming Southern California Association of Governments grants.

Councilmember Albrecht noted his attendance at the Valley Economic Alliance and Finance Committee meetings.

Mayor Pro Tem Bozajian commented on the Valley Economic Alliance City Annual Presentation, the upcoming State League Board Meeting, the Chamber of Commerce Installation Banquet on January 31, and recognized Spirit of Calabasas Award recipient Mark Levinson.

City Manager Kindon Meik introduced Deputy City Clerk Erik Meza.

ADJOURNMENT

Mayor Kraut adjourned the special meeting at 10:02 p.m.

Approved and adopted by the City Council of the City of Calabasas on January 14, 2026.

JAMES R. BOZAJIAN, Mayor

KRISTY BUXKEMPER, City Clerk

**MINUTES
REGULAR CITY COUNCIL MEETING
CITY OF CALABASAS, CALIFORNIA
WEDNESDAY, DECEMBER 10, 2025**

CALL TO ORDER

Mayor Kraut called the Regular meeting to order at 7:03 p.m.

ROLL CALL

Present: Mayor Peter Kraut, Mayor Pro Tem James R. Bozajian, and Councilmembers Edward Albrecht, David J. Shapiro and Alicia Weintraub

Senior Staff: City Manager Kindon Meik; Assistant City Manager Scott Trujillo; Deputy City Manager Michael McConville; City Clerk Kristy Buxkemper; City Attorney Pam Lee; Community Development Director Michael Klein; Community Services Director Erica Green; Librarian Barbara Lockwood; Public Safety and Emergency Preparedness Director Michael Dyer; Public Works Director Curtis Castle; and Sheriff's Deputy Mason De Matteo

PLEDGE OF ALLEGIANCE

Audrey and Charlotte Bozajian led the Pledge of Allegiance.

COUNCIL ANNOUNCEMENTS

None.

GENERAL PUBLIC COMMENT

None.

COUNCIL REORGANIZATION

1. Recognition of Outgoing Mayor Peter Kraut

Mayor Pro Tem Bozajian presented Mayor Kraut with a plaque and recognized his outstanding leadership and dedication to the City.

Councilmembers Shapiro and Weintraub congratulated Mayor Kraut on a job well done; and Councilmember Albrecht thanked Mayor Kraut for his service.

Certificates from California State Senator Ben Allen and California State Assemblymember Jacqui Irwin were presented to Mayor Kraut.

The following speakers recognized outgoing Mayor Peter Kraut:

- Kate Vega, Representative for United States Congresswoman Julia Brownley
- Alan Lazar, Las Virgenes Unified School District Board Member

- Lisa Clayden, Mark Levinson, Mischelle Thomas, and Raychel Harrison, Calabasas Chamber of Commerce
- Richard Sherman, Calabasas Park Homeowners Association
- Bette Hall and Sally Goya, Calabasas Rotary Club
- Francis Alet, Jacy Shillan, and Joe Chilco, Calabasas Coalition
- Armida Colmenares-Stafford, Fred Gaines, Sonya Blake, and Greg Martayan, The Valley Economic Alliance
- Daniell Vicente, Representative for L.A. County Supervisor Lindsey Horvath

Mayor Kraut discussed his term as Mayor; acknowledged the challenges and successes during his term; recognized local and regional partners for their support; and thanked Council and City staff for their hard work and commitment.

At the end of the meeting, just prior to the adjournment, Daniell Vicente, representative for Los Angeles County Supervisor Lindsey Horvath, recognized Peter Kraut with a commendation to honor his service over the past year.

Vicente noted Supervisor Horvath's Office is looking forward to a continued partnership with the City of Calabasas, including the upcoming annexation of Craftsman's Corner, which they hope to facilitate in the coming months.

2. Appointment for Office of the Mayor

Mayor Kraut opened the nominations for Office of the Mayor.

MOTION

Councilmember Weintraub moved and Councilmember Albrecht seconded a motion to appoint James R. Bozajian as Mayor. The motion carried unanimously.

Logan Eskigian administered the Oath of Office to James R. Bozajian.

Councilmembers Shapiro, Albrecht, Weintraub, and Kraut congratulated Mayor Bozajian on his appointment as Mayor.

Mayor Bozajian thanked Councilmember Kraut for his service to the City as Mayor; recognized former Mayor Dennis Washburn, and former Councilmembers Fred Gains and Michael Harrison; and expressed his readiness to serve as Mayor for the coming term.

3. Appointment for Office of the Mayor Pro Tem

Mayor Bozajian opened the nominations for Office of the Mayor Pro Tem.

MOTION

Councilmember Shapiro moved and Councilmember Weintraub seconded a motion to appoint Edward Albrecht as Mayor Pro Tem. The motion carried unanimously.

Adam Albrecht administered the Oath of Office to Edward Albrecht.

Councilmembers Shapiro, Kraut, and Weintraub, as well as Mayor Bozajian, congratulated Mayor Pro Tem Albrecht on his appointment as Mayor Pro Tem.

Mayor Pro Tem Albrecht recognized his wife and family for their support during his time on the Council.

ADJOURN

Mayor Bozajian ajourned the meeting at 8:08 p.m.

Approved and adopted by the City Council of the City of Calabasas on January 14, 2026.

JAMES R. BOZAJIAN, Mayor

KRISTY BUXKEMPER, City Clerk



CITY *of* CALABASAS

**CITY COUNCIL
AGENDA REPORT**

MEETING: January 14, 2026

TO: Honorable Mayor and Councilmembers

FROM: Kristy Buxkemper, City Clerk

SUBJECT: 2026 City Council Appointments

RECOMMENDATION

1. Approve the City Council Standing, Ad Hoc, and Outside Agency Committee Appointments; and
2. Approve an update to the 35th Anniversary Celebration Event Ad Hoc Committee name to be revised to 35th Anniversary Ad Hoc Committee.

BACKGROUND

Each year the newly appointed Mayor makes recommendations for appointments to the City's standing and ad hoc committees, as well as designates liaisons for outside agency organizations.

By state law, the City Council is permitted to make governmental agency liaison, ad hoc committee, and regional body assignments as deemed appropriate. Appointments to such committees are essential as they allow for Councilmembers to support local City efforts, as well as advocate and stay updated on regional, state, and national issues.

DISCUSSION

Councilmembers submit appointment requests to the Mayor for consideration, with the recommended appointments being confirmed in January of each year. Committee assignments are effective for the entire 2026 year, and are for one-year terms, unless otherwise specified.

Mayor Bozajian has reviewed Councilmember requests, which largely indicated all Councilmembers wished to remain on their current standing, ad hoc, and outside agency committees. The 2026 City Council appointments are presented with no

change from the previous year except the appointees to the Mayor's Youth Council, which reflect the designated position for the Mayor and the updated appointment of Mayor Pro Tem Albrecht.

A revision is recommended to the name of the 35th Anniversary Celebration Event Ad Hoc Committee. Due to budget cuts, the celebration event was eliminated, and no celebration event will be planned. However, at the Mayor's request to retain the committee, a revised 35th Anniversary Ad Hoc Committee could explore ways to incorporate the City's 35th Anniversary into other already planned City activities and events throughout the year.

FISCAL IMPACT

There is no fiscal impact associated with this report.

ATTACHMENTS

A. 2026 City Council Appointments List



CITY of CALABASAS

2026 CITY COUNCIL APPOINTMENTS

Following are the Calabasas City Council Standing and Ad Hoc Committee Appointments:

| STANDING COMMITTEE APPOINTMENTS | MEMBERS |
|------------------------------------|----------------------|
| Budget Committee | Kraut Albrecht |
| Mayor's Youth Council | Bozajian Albrecht |
| Open Space / Annexations Committee | Kraut Bozajian |

| AD HOC COMMITTEE APPOINTMENTS | FORMATION DATE | MEMBERS |
|--|----------------|-----------------------|
| 2026 Open Space Ballot Initiative <i>Purpose: Preparing the 2026 Open Space Ballot Initiative</i> | 2/26/25 | Kraut Bozajian |
| Commissions Procedures <i>Purpose: Establishing Commission Procedures</i> | 2/26/25 | Kraut Bozajian |
| Cool Streets Project <i>Purpose: Determining the viability of Cool Streets Projects</i> | 2/26/25 | Albrecht Shapiro |
| LA28 (Los Angeles Olympics 2028) <i>Purpose: Consider issues related to the Los Angeles 2028 Olympics, including, but not limited to tourism, transportation, events, and short-term rentals</i> | 2/26/25 | Albrecht Weintraub |
| Open Space Acquisition (\$5M SMMC Grant) <i>Purpose: Determining the use of the \$5 million SMMC Grant Fund</i> | 2/26/25 | Kraut Bozajian |
| Palisades and Eaton Fire Debris Removal <i>Purpose: To act on the City's behalf in petitioning and/or advocating on matters related to fire debris transport to the Calabasas Landfill</i> | 2/12/25 | Kraut Bozajian |
| 35th Anniversary Celebration Event <i>Purpose: Planning efforts for anniversary recognition</i> | 8/27/25 | Bozajian Albrecht |
| AI Flame Detection Cameras <i>Purpose: Evaluate the feasibility, benefits, and potential implementation of AI-powered flame detection camera systems</i> | 10/6/25 | Albrecht Weintraub |

Following are the Calabasas City Council Outside Agency and Liaison Appointments:

| OUTSIDE AGENCY APPOINTMENTS | MEMBERS |
|--|--|
| California Joint Powers Insurance Authority | Bozajian Albrecht (<i>Alternate</i>) |
| Clean Power Alliance | Albrecht Shapiro (<i>Alternate</i>) Staff Member |
| Headwaters Corner Interpretive Center Board of Directors | Kraut Albrecht |
| Las Virgenes – Malibu Council of Governments | Weintraub Shapiro (<i>Alternate</i>) |
| Los Angeles County City Selection Committee | Mayor or Designee |
| Los Angeles County West Vector and Vector-Borne Disease Control District | Bozajian |
| Santa Monica Mountains Conservancy Advisory Board | Kraut |
| Southern California Association of Governments (SCAG) | Shapiro Albrecht (<i>Alternate</i>) |
| The Valley Economic Alliance | Shapiro Albrecht (<i>Alternate</i>) |

| COUNCIL LIAISONS | MEMBERS |
|--|---|
| Calabasas Chamber of Commerce | Albrecht Bozajian |
| CalCities (formerly League of California Cities) | Kraut Bozajian (<i>Alternate</i>) |
| California Contract Cities Association | Albrecht Bozajian (<i>Alternate</i>) |
| Parent Faculty Club/Association Schools Liaison | Shapiro Weintraub |
| Valley Industry Commerce Association (VICA) | Kraut Shapiro (<i>Alternate</i>) |



CITY *of* CALABASAS

**CITY COUNCIL
AGENDA REPORT**

MEETING: January 14, 2026

TO: Honorable Mayor and Councilmembers

FROM: Scott Trujillo, Assistant City Manager
Annie Krdilyan, Management Specialist

SUBJECT: Professional Services Agreement with Cumming Management Group, Inc.

RECOMMENDATION

Approve and authorize the City Manager to execute a Professional Services Agreement with Cumming Management Group, Inc. for construction project support services related to the City's Energy and Solar Project, in an amount not-to-exceed \$89,000, for a two-year term.

BACKGROUND

The City is advancing its Energy and Solar Project as part of ongoing efforts to enhance sustainability, reduce carbon emissions, and achieve long-term operational savings. The project will be carried out by Willdan Energy Solutions, serving as the contractor responsible for developing and installing the energy and solar infrastructure. To ensure the successful planning, negotiation, and execution of this project, staff identified the need for an experienced third-party consultant, The Cumming Management Group, Inc. (Cumming Group), to provide independent project management and construction oversight throughout the duration of the Willdan project.

The Cumming Group, a nationally recognized construction management and sustainability consulting firm, submitted a proposal dated November 7, 2025, outlining its qualifications and the scope of services to support the City through all stages of the project, from contract negotiation to project closeout.

The City has previously engaged the Cumming Group to provide guidance and recommendations on advancing its energy and sustainability objectives, including

project development strategies, documentation support, and compliance planning. Their familiarity with the City's sustainability goals and internal processes makes them uniquely qualified to continue providing construction project support for this next phase of the Energy and Solar Project.

DISCUSSION

The Cumming Group will deliver comprehensive support services for the construction project, including contract negotiations, pre-construction oversight, and coordination during the construction phase for the City's upcoming energy and solar initiative. The Cumming team will issue monthly reports that summarize project activities, milestones, and any identified issues to maintain transparency and accountability throughout the project.

FISCAL IMPACT

The total cost for the services will not exceed \$89,000 over the expected two-year project period. Funding for this agreement will come from the City's General Fund for its broader clean energy and infrastructure initiative.

ATTACHMENTS

A. Professional Services Agreement – Cumming Management Group

PROFESSIONAL SERVICES AGREEMENT

CONTRACT SUMMARY

| | |
|---|--|
| Name of Contractor: | Cumming Management Group, Inc. |
| City Department in charge of Contract: | City Manager's Office |
| Contact Person for City Department: | Scott Trujillo |
| Period of Performance for Contract: | 01/14/2026 – 01/14/2028 |
| Not to Exceed Amount of Contract: | \$89,000 |
| Scope of Work for Contract: | Energy and Solar Construction Project Support Services for the City of Calabasas. |

Insurance Requirements for Contract:

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

yes no - Is Auto insurance required in this contract?

yes no - Is Professional insurance required in this contract?

California requires Worker's Compensation insurance. If the vendor has no employees, a Worker's Compensation Affidavit is required.

Other:

Proper documentation is required and must be attached.

PROFESSIONAL SERVICES AGREEMENT FOR CONSULTANT SERVICES
(City of Calabasas / Cumming Group, 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 *Cumming Management Group, Inc., a corporation* (“Consultant”).

2. RECITALS

- 2.1 City has determined that it requires the following professional services from a consultant: *Cumming Management Group, Inc., to provide comprehensive construction project support services, including contract negotiation, pre-construction oversight, and construction-phase coordination for the City’s upcoming energy and solar project*, as more fully described on Exhibit A and Exhibit B attached hereto.
- 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 represents that it has no known relationships with third parties, City Council 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 risk of the disclosure of confidential information.
- 2.4 Campaign Contributions - This Agreement is subject to Government Code Section 84308, as amended by SB 1439. That statute requires Consultant to disclose any campaign contribution by the Consultant or the Consultant’s agent to City Councilmembers or other City officials of more than \$250 in the aggregate in the preceding 12 months. Consultant shall provide a signed copy of the attached Campaign Contribution Disclosure Form with Consultant’s execution of this Agreement.

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

3. DEFINITIONS

- 3.1 “Scope of Services” means such professional services as are set forth in Consultant’s proposal to City as described on “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 fee schedule to City attached hereto as “Exhibit B” and fully incorporated herein by this reference. This fee schedule shall remain in effect for the duration of this Agreement unless modified in writing by mutual agreement of the parties.
- 3.3 “Commencement Date”: 01/14/2026
- 3.4 “Termination Date”: 01/14/2028
- 3.5 “City Agreement Administrator”: Scott Trujillo
- 3.6 “Consultant Project Administrator”: Christine Marez

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 unless extended in writing by mutual agreement of the parties or terminated earlier 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. In no event shall the total compensation and costs payable to Consultant under this Agreement exceed the sum of **Eighty-Nine Thousand Dollars (\$89,000.00)** unless specifically approved in advance and in writing by City. Consultant shall notify the City Agreement Administrator, in writing, when fees and expenses incurred under this Agreement have reached eighty percent (80%) of the maximum amount payable above. Consultant shall concurrently inform the City Agreement Administrator, in writing, of Consultant’s estimate of total expenditures required to complete its current assignments before proceeding, when the remaining work on such assignments would exceed the maximum amount payable above.

- 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 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.
- 5.5 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. **Christine Marez** 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.
- 5.6 This Agreement covers professional services of a specific and unique nature. 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.
- 5.7 Consultant shall be responsible to City for all services to be performed under this Agreement. All subconsultants shall be approved by the City Agreement Administrator and their billing rates identified in the Approved Fee Schedule, Exhibit B. City shall pay Consultant for work performed by its subconsultants (including labor) only at Consultant's actual cost plus an approved mark-up as set forth in the Approved Fee Schedule, Exhibit B. Consultant shall be liable and accountable for any and all payments, compensation, and federal and state taxes to all subconsultants performing services under this Agreement. City shall not be liable for any payment, compensation, or federal and state taxes for any subconsultants.
- 5.8 Consultant shall notify the City Agreement Administrator, in writing, of any change in name, ownership or control of Consultant's firm or of any subconsultant. Change of ownership or control of Consultant's firm may require an amendment to the Agreement.
- 5.9 This Agreement is subject to prevailing wage law, for all work performed under the Agreement for which the payment of prevailing wages is required under the California Labor Code. In particular, Consultant acknowledges that prevailing

wage determinations are available for the performance of inspection and survey work.

5.10 Pursuant to California Labor Code Sections 1773.2 and 1775, the Consultant shall forfeit as a penalty to City \$200.00 or any greater penalty provided in the Labor Code for each Calendar Day, or portion thereof, for each worker paid less than the prevailing wage rates for any work done under the Contract employed in the execution of the work by Consultant or by any Subcontract under Consultant in violation of the provisions of the Labor Code. In addition, the difference between such prevailing wage rates and the amount paid to each worker for each Calendar Day, or portion thereof, for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the Consultant.

5.11 Pursuant to Labor Code § 1776, each consultant and subcontractor shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work. 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.

(2) The employer has complied with the requirements of Labor Code §§ 1771, 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 verified and shall be available for inspection at all reasonable hours as required by Labor Code § 1776.”

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 services.

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. Invoices shall be paid within 30 business days of receipt of the invoice by the City.

- 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.

7. OWNERSHIP OF WRITTEN PRODUCTS

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.

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, attorneys' fees, litigation costs, taxes, or any other cost arising out of or in any way related to the performance of this Agreement. 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 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, emotional, 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 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 City does not, and shall not, waive any rights that it may possess against Consultant because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply whether or not any insurance policies apply to a claim, demand, damage, liability, loss, cost or expense.
- 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, 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.

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.
 - 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.
- 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 agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.
- 11.10 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 a limitation of Consultant's liability or as full performance of Consultant's duties to indemnify, hold harmless and defend under Section 10 of this Agreement.
- 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 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

- 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 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:

Scott Trujillo

Assistant City Manager
100 Civic Center Way
Calabasas, CA 91302
Telephone: (818) 224-1658
Facsimile: (818) 225-7324
Email: strujillo@cityofcalabasas.com

If to Consultant:

Christine Marez
Cumming Management Group, Inc.
350 South Grand Avenue, Suite 1900
Los Angeles, CA 90071
Telephone: (626) 688-4634
Email: cmarez@Cumming-group.com

With courtesy copy to:

Pam K. Lee, City Attorney
Aleshire & Wynder, LLP
1 Park Plaza, Suite 1000
Irvine, California 92614
Telephone: (949) 223-1170
Email: plee@awattorneys.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 City may terminate this Agreement for any reason on five calendar days' written notice to Consultant. Consultant may terminate this Agreement for any reason on thirty calendar days' written notice to City. Consultant agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All City data, documents, objects, materials or other tangible things shall be promptly returned to City upon the termination or expiration of this Agreement.
- 18.2 If City terminates this Agreement due to no fault or failure of performance by Consultant, then Consultant shall be paid based on the work satisfactorily performed at the time of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the services required by this Agreement as provided in Section 5.2 above and as otherwise provided in this 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 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. In the event of any material discrepancy between the provisions of this Agreement and those of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between City and Consultant with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed 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, 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.

- 19.11 This Agreement shall be binding on successors and assigns of the parties.
- 19.12 Except as expressly stated herein, there is no intended third-party beneficiary of any right or obligation assumed by the parties.
- 19.13 **Recitals.** The Recitals are incorporated herein by this reference.

(Signature page follows)

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

“City”
City of Calabasas

“Consultant”
Cumming Management Group, Inc.

By _____
Kindon Meik, City Manager

By _____
Christine Marez, Senior Vice President

Date: _____

Date: _____

By _____
Emma Sorrell, Senior Director

Date: _____

Attest:

By _____
Kristy Buxkemper, City Clerk

Date: _____

Approved as to form:

Aleshire & Wynder, LLP

By _____
Pam K. Lee, City Attorney

Date: _____

**“EXHIBIT A”
SCOPE OF WORK**

Cumming Management Group, Inc., to provide comprehensive construction project support services, including contract negotiation, pre-construction oversight, and construction-phase coordination for the City’s upcoming energy and solar project. The Cumming team will provide monthly reports summarizing project activities, milestones, and any identified issues to ensure transparency and accountability throughout the project, as more fully described in the Cumming Group proposal attached hereto.

**“EXHIBIT B”
APPROVED FEE SCHEDULE**

Cumming Group will perform all project management services for the City’s energy and solar project over the expected 2-year project timeline as outlined in the Scope herein. The proposed fee is based on fully burdened labor rates and a time-and-materials basis with a not-to-exceed amount of \$89,000 as detailed and attached herein.

CUMMING GROUP

City of Calabasas

Construction Project Support Services

November 7, 2025

Cumming Group-group.com



November 7, 2025

Scott Trujillo, Assistant City Manager
Anaheim Elementary School District
100 Civic Center Way,
Calabasas, CA 91302

Re: Construction Project Support Services

Dear Mr. Trujillo,

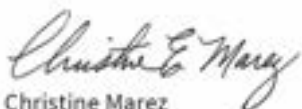
Cumming Group is pleased to submit a proposal to the City of Calabasas (City) for construction project support for the planned energy and solar project.

Our team brings the following benefits to City

- Highly credentialed in-house team of energy and sustainability professionals with energy efficiency, renewable energy, climate, green building, sustainability planning, and commissioning expertise.
- Managed 100MW+ renewable energy projects achieving ultra-low-energy and carbon reduction results.
- Performed over 400 ASHRAE Level 1, 2 and 3 energy audits, secured over \$340M in energy project funding and performed Energy + Sustainability oversight for \$500M+ projects included lighting, HVAC and renewable energy projects
- Direct expertise in all areas of facility operations which has developed over 25 years of working as Owner Representatives on capital building programs.

After reviewing our enclosed proposal and qualifications, if you have any questions, please do not hesitate to contact me.

Respectfully,



Christine Marez

Senior Vice President, Energy & Sustainability

Email: cmarez@Cumming-group.com

Phone: (626) 688-4634





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Section A

Our Approach

Scope of Work

Cumming Group will provide construction project support services that include the task items outlined below. Services include our experienced Project Managers who will assist the City in the implementation of their energy and solar project by oversees tasks during mobilization, installation, and project closeout activities.

Cumming understands that for the project to achieve its energy performance goals, an experienced project team is required to ensure that the project is completed on a timely basis and to the standards required to achieve persistence of savings.

Task 1: Contract Negotiations

Cumming Group will support the City throughout the contract negotiation process and identify potential areas on contract risk and identify solutions to mitigate risk to ensure the City enters into a mutually beneficial agreement with the selected contractor. Cumming Group has already reviewed the preliminary contract language and provided feedback to the City. This task will be a continuation of that support through final contract signature and any subsequent contract amendments and includes, but is not limited to the following items:

- Analyze key terms and clauses related to payment, early termination and buy out conditions
- Identify party obligations in relation to system operations and maintenance
- Review guaranteed savings provisions and M&V plan used to validate savings claims
- Final contract negotiations
- Review subsequent contract amendments submitted after initial contract signature

Task 2: Pre-Construction

Cumming proposes Project Management support services for the City's energy and solar project that includes a review of design submittals to ensure adherence with contract scope. The Cumming team will schedule a kick-off meeting with the City and contractor at the start of the project to define roles and expectations and review project scope and schedule. Following the kick-off meeting, Cumming will schedule bi-weekly project review meetings for the duration of the project timeline to review project status and address any project risk items. This task includes, but is not limited to the following items:

- Kick-off meeting
- Project design review (30%, 60%, 90% and Final)
- Product specification and equipment submittal reviews
- Bi-weekly status meetings
- Project financing and LCCA validation

Task 3: Construction

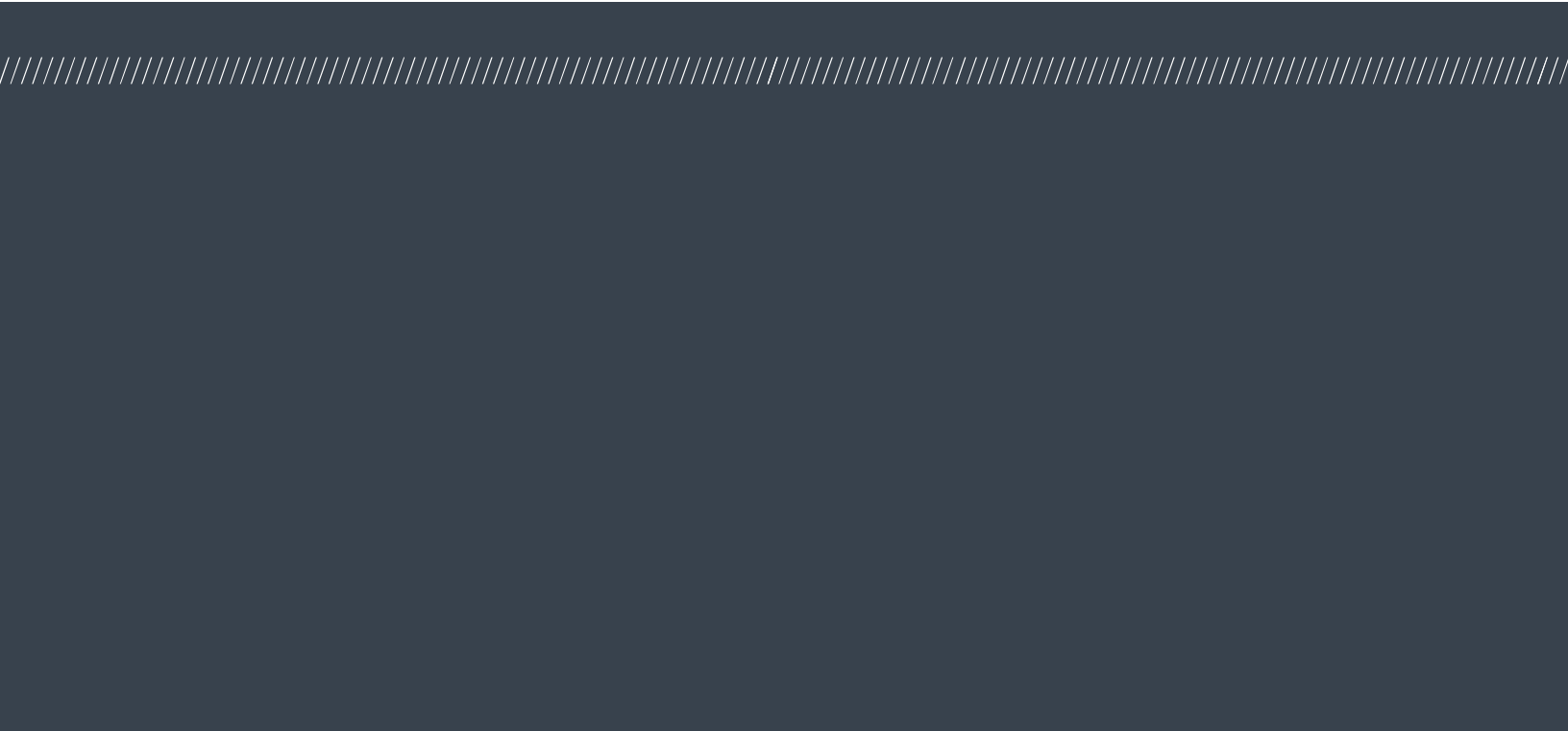
During the construction phase, Cumming Group will support the City by scheduling, coordinating and attending meetings to ensure proper deadlines are established and the project progresses as planned. Additionally, Cumming Group may provide guidance on best practices to commission, operate and maintain the new solar systems. This task includes, but is not limited to the following items:

- Job Start meetings
- Weekly status meetings
- Project schedule review
- System Commissioning meetings
- Substantial Completion meeting
- Inspection (punch list)
- Final Completion meeting

- Training coordination meeting
- Project closeout/lessons learned

Section B

Proposed Fee



FEE BREAKDOWN

Cumming Group will perform all project management services for the City’s energy and solar project over the expected 2-year project timeline as outlined in the Scope herein. The proposed fee is based on fully burdened labor rates and a time-and-material basis with a **not-to-exceed amount of \$89,000** as detailed in the table below.

| Tasks | Required Hours | Blended Rate | Total Fee |
|--|----------------|--------------|-----------------|
| Task 1: Contract Negotiations | 60 | \$200 | \$12,000 |
| Final Contract Review | | | |
| M&V Plan Review | | | |
| Contract Negotiations | | | |
| City Council Presentation/Approval | | | |
| Task 2: Pre-Construction | 130 | \$200 | \$26,000 |
| Project Kick Off | | | |
| Master Plan Review | | | |
| Conceptual Project Review | | | |
| Financing/LCCA Review | | | |
| Equipment/Design Specification Review | | | |
| Bi-weekly Project Meetings | | | |
| Task 3: Construction | 255 | | \$51,000 |
| Project Site Start-Up Meetings | | | |
| Weekly Construction Status Meetings | | | |
| Design Reviews (30%, 60%, 90% and Final) | | | |
| Equipment Submittal Reviews | | | |
| RFI Review and Response | | | |
| Substantial Completion | | | |
| System Commissioning/Start-Up | | | |
| Inspection (Punch List) | | | |
| Final Completion | | | |
| Training Coordination | | | |
| Project Close Out | | | |
| Total | | | \$89,000 |

CUMMING GROUP

Cumming-group.com

//////////////////// BUILDING VALUE THROUGH EXPERTISE

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

CAMPAIGN CONTRIBUTION DISCLOSURE PROVISIONS

Cities are subject to the campaign disclosure provisions detailed in Government Code Section 84308.

Please carefully read the following information to determine if the provisions apply to you. If you determine that the provisions are applicable, the Campaign Disclosure Form must be completed and returned to the City with your application.

No City Councilmember or other City official shall accept, solicit, or direct a campaign contribution of more than \$250 from any party¹ or agent² for 12 months after the City approves a contract. This prohibition commences when an application is filed, or a proceeding is otherwise initiated.

A party to a City proceeding shall disclose on the record of the proceeding any campaign contribution of more than \$250 by a party or agent to any City Councilmember or other City official during the preceding 12 months. No party to a City proceeding, or agent, shall make a campaign contribution to a City Councilmember or other City official during a proceeding and for 12 months after the City approves a contract.

A City Councilmember or other City official who received a campaign contribution of more than \$250 within the preceding 12 months from any party, or agent, to a proceeding shall disclose that fact on the record of the proceeding, and shall abstain from participating in the proceeding. However, if he or she returns the portion of a campaign contribution in excess of \$250 within 30 days of knowing about the contribution and the relevant proceeding, he or she may participate in the proceeding.

¹ "Party" is defined as any person who files an application for, or is the subject of, a proceeding.

² "Agent" is defined as a person who represents a party in connection with a proceeding. If an individual acting as an agent also is acting as an employee or member of a law, architectural, engineering, or consulting firm, or a similar entity or corporation, both the individual and the entity or corporation are agents. When a closed corporation is a party to a proceeding, the majority shareholder is subject to these provisions.

To determine whether you or your agent made a campaign contribution of more than \$250 to a City Councilmember or other City official within the preceding 12 months, you must aggregate all such contributions.

Names of current City Councilmembers and other City officials are available on the City's website. If you have questions about Government Code Section 84308, FPPC regulations, or the Campaign Disclosure Form, please contact the City Clerk.

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

(a) Document:

- License
- Lease
- Permit
- Franchise
- Other Contract
- Other Entitlement

Name and address of any party, or agent, who has contributed more than \$250 to any City Councilmember or other City official within the preceding 12 months:

1. _____
2. _____
3. _____

(b) Date and amount of contribution:

Date _____ Amount \$ _____

Date _____ Amount \$ _____

(c) Name of City Councilmember or other City official to whom contribution was made:

1. _____
2. _____
3. _____

(d) Check here If no contributions have been made to any Councilmember or other City official in the preceding 12 months.

(e) I certify that the above information is provided to the best of my knowledge.

Printed Name _____

Signature _____

Date _____ Phone _____



CITY *of* CALABASAS

**CITY COUNCIL
AGENDA REPORT**

MEETING: January 14, 2026

TO: Honorable Mayor and Councilmembers

FROM: Scott Trujillo, Assistant City Manager
Annie Krdilyan, Management Specialist

SUBJECT: Professional Services Agreement with Willdan Energy Solutions

RECOMMENDATION

Approve and authorize the City Manager to execute a Professional Services Agreement with Willdan Energy Solutions for an Investment Grade Audit and related Energy Savings Performance Contract services in support of the City's Energy and Sustainability initiatives.

BACKGROUND

The City continues to explore opportunities to reduce energy consumption, lower operating costs, and advance sustainability goals. Many City facilities contain aging HVAC, lighting, and mechanical systems that may benefit from modernization or replacement. A key step in this effort is conducting an Investment Grade Audit (IGA), which provides a comprehensive evaluation of building systems and identifies detailed, construction-ready recommendations for improvements.

To support this effort, the City issued a Request for Proposals (RFP) to solicit qualified Energy Services Companies (ESCOs) capable of delivering comprehensive energy-related capital improvement projects through a performance contracting framework. Following a competitive evaluation process, Willdan Energy Solutions was selected as the most qualified firm based on demonstrated experience, technical expertise, and knowledge of municipal energy programs and infrastructure. As part of this process, Willdan also demonstrated an understanding of the City's facilities and energy objectives, supporting continuity and efficiency as the City advances this assessment phase.

Before any decisions regarding construction or implementation can be considered, a detailed and structured analysis is required to determine which improvements are technically and financially viable. An Investment Grade Audit (IGA) is the standard first phase in this process and provides the in-depth engineering, modeling, and cost analysis necessary to evaluate a full range of potential upgrades.

DISCUSSION

The proposed Professional Services Agreement with Wildan Energy Solutions (WES) would allow the City to proceed with a comprehensive Investment Grade Audit of its major facilities. The IGA is a data-driven evaluation that examines current system performance, identifies opportunities for efficiency improvements, and develops cost-benefit projections for potential upgrades.

Under the proposed Professional Services Agreement, WES will complete detailed facility assessments, energy and engineering models, utility incentive reviews, and evaluations of potential Energy Conservation Measures. The audit will also include preliminary scopes of work, estimated construction costs, projected operational savings, and a draft Performance Contract Amendment for staff and future Council consideration.

The audit phase is a planning and assessment tool only. Following completion of the IGA, staff will review the findings and return to the City Council with recommendations on whether to proceed with any proposed improvements.

By completing this audit, the City will gain a clear and reliable foundation for evaluating efficiency upgrades across multiple facilities. The analysis will support informed decision-making based on accurate technical data, financial projections, and available incentive opportunities, while aligning with the City's operational and sustainability objectives.

FISCAL IMPACT

If the City elects to proceed with a future project or construction phase, those costs would be presented separately for Council approval. Should the City decide not to advance beyond the audit, there would be no associated costs.

ATTACHMENTS

A. Professional Services Agreement – Willdan Energy Solutions

ENERGY SAVINGS PERFORMANCE CONTRACT

This Energy Savings Performance Contract (together with its attached Schedules and Exhibits, the “*Contract*”) is made and entered into as of this [XXX] day of [Month, Year], (the “*Effective Date*”), between Willdan Energy Solutions, a California corporation with California state contractor’s license number 1065713 (“*WES*”), and City of Calabasas (“*Customer*”). Each of WES and Customer may be referred to in this Contract as a “*Party*” and collectively as the “*Parties*.”

The purpose of this Contract is for WES to perform an investment grade audit (an “*IGA*”) of the Customer’s property and buildings (the “*Premises*”); the IGA will form the basis for recommendations, which WES will present to Customer, for the implementation of energy as described in Schedule A (Scope of Work), with respect to the Premises, and also for estimated program costs and overall potential energy consumption savings. The Contract will also set forth the terms and conditions under which WES will implement recommendations agreed to by Customer, and any other services agreed by WES and Customer, all of which will be designed to save energy or other operating costs at the Premises (collectively, the “*Project*”).

RECITALS

WHEREAS, Customer owns and operates the Premises, and is in need of energy saving equipment and services designed to reduce energy consumption and costs for the Premises, as well as improve energy quality and reliability for the Premises;

WHEREAS, WES has made a preliminary assessment of the energy consumption characteristics of the Premises, and the existing equipment;

WHEREAS, Customer now desires to retain WES to identify and develop energy efficiency measures as well as energy generation measures, and in compliance with California Government Code §§4217.10 through 4217.18, to perform design and engineering work in order to deliver a proposal (the “*Proposal*”) identifying energy improvements and operational changes (collectively, “*ECMs*”) to be installed or implemented at the Customer’s facilities, and including a pro forma analysis showing that the anticipated cost to Customer to implement the identified ECMs will be less than the anticipated cost to Customer for thermal, electrical, and other energy, together with anticipated operational, maintenance and other costs, that would have been consumed by Customer in the absence of the identified ECMs; and

WHEREAS, if the Proposal is presented, on an arms’ length basis, to personnel of Customer with requisite technical training and experience, for those personnel to make judgments and determinations as to the desirability of the Proposal, and if the Proposal is deemed satisfactory by the Customer, it is the intent of the Customer to work with WES to negotiate and approve a Performance Contract Amendment hereto in the manner provided in California Government Code §4217.10 et seq. in order to procure, construct, install, and commission such ECMs, as well as to provide other services for the purpose of achieving energy, and operational savings for the Premises, as more fully set forth herein;

WHEREAS, by adoption of Resolution No. [●] at the above-referenced meeting, Customer approved this Contract and authorized its execution; and

WHEREAS, Customer is authorized under the laws of the State of California to enter into this Contract for the purposes set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and intending to be legally bound hereby, Customer and WES hereto covenant and agree as follows:

SECTION 1 ESPC DOCUMENTS

Section 1.1. The ESPC Documents (hereinafter, “**ESPC Documents**”) consist of this Contract; other documents listed in this Contract; and Modifications issued after execution of this Contract. A “**Modification**” is a written amendment to the Contract (including the Performance Contract Amendment defined below, and any supplemental Scope of Work and Energy Savings Guarantee subject to this Contract), signed by both Parties. A change order is a Modification.

Section 1.2. The ESPC Documents represent the entire and integrated agreement between the Parties and supersede prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The ESPC Documents shall not be construed to create a contractual relationship of any kind between any persons or entities other than the Customer and WES.

Section 1.3. In accordance with California Government Code §1097.6(c)(1), WES’s duties and services under this Contract shall not include preparing or assisting Customer with any portion of Customer’s preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with Customer. Customer shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this Project. WES’s participation in the planning, discussions, or drawing of project plans or specifications for any subsequent or additional contract shall be limited to conceptual, preliminary, or initial plans or specifications. WES shall cooperate with Customer to ensure that bidders (if Customer elects to utilize a bidding process) for a subsequent contract on any subsequent phase of this Project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by WES pursuant to this Contract.

Section 1.4. Schedules and Exhibits. WES has prepared, and Customer has approved and accepted, the Exhibits and Schedules set forth below, copies of which are attached hereto and made part of this Contract by reference.

SCHEDULES

- Schedule A Scope of Work
- Schedule B Compensation to WES

EXHIBITS

Exhibit 1 Form of Performance Contract Amendment, including the following Schedules (the “**Performance Contract Amendment**”):

- Schedule 1-A Additional Responsibilities
- Schedule 1-B Certificate of Substantial Completion
- Schedule 1-C Certificate of Acceptance – Final Completion

Exhibit 2 Form of Energy Savings Guarantee, including the following Schedules (the “**Energy Savings Guarantee**”):

- Schedule 2-A Baseline Energy Consumption
- Schedule 2-B Savings Measurement & Calculation Formulae; Methodology to Adjust Baseline

SECTION 2 THE WORK

Section 2.1. The term “**Work**” means the investigation, design, engineering, construction, installation, commissioning and related services required to fulfill WES’s obligations under the ESPC Documents, whether completed or partially completed, and includes all labor, materials, equipment, and services provided or to be provided by WES.

Section 2.2. WES will fully execute the Work described in the ESPC Documents, except to the extent specifically indicated in the ESPC Documents to be the responsibility of others.

Section 2.3. WES will perform all Work through sub-contractors or through WES's own forces.

Section 2.4. WES will perform the Work in accordance with sound engineering and safety practices, in compliance with any and all reasonable rules of Customer relative to the Premises, and in compliance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities in effect on the Effective Date or the date of a Modification, as applicable. If WES performs Work contrary to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, WES will assume responsibility for such Work and will bear the costs attributable to correction.

SECTION 3 PHASES OF THE WORK

Section 3.1. The Work will be performed in phases, including: the IGA Phase, the Construction Phase (and construction of any additional phases pursuant to a supplemental Scope of Work or Modification), and the corresponding Energy Savings Guarantee Phase, each as outlined in the applicable Scope of Work or Modification.

(a) The IGA Phase will commence on the Effective Date.

(b) The Construction Phase will commence upon the issuance of a formal Notice to Proceed (NTP) following the execution of a Performance Contract Amendment in the form of Exhibit 1, following the conclusion of the IGA Phase.

(c) The Guarantee Phase for any Scope of Work or Modification will commence upon the execution of an Energy Savings Guarantee in the form of Exhibit 2, for such Scope of Work or Modification, following the execution of the Certificate of Acceptance – Final Completion in the form of Schedule 1-C corresponding to such Scope of Work or Modification.

Section 3.2. The Scope of Work for each phase of the Work will be defined in the applicable Schedule A (Scope of Work) (the "*Scope of Work*"). The fee for each phase of the Work will be defined in the applicable Schedule B (Compensation to WES) (the "*Compensation Schedule*").

SECTION 4 FEEES FOR THE WORK; PAYMENTS

Section 4.1. Customer will pay WES for the performance of the Work in accordance with the Compensation Schedule.

Section 4.2. Billing Information Procedure. Payments due to WES will be calculated each month and paid in accordance with the Compensation Schedule.

Section 4.3. Payment. Customer shall pay WES within thirty (30) days of receipt of WES's application for payment all undisputed amounts. Amounts unpaid thirty (30) days after the invoice date shall bear interest at 1.5% per month.

SECTION 5 FISCAL FUNDING

Section 5.1. Non-appropriation of Funds. In the event no Customer funds (or other funds), or insufficient Customer funds (or other funds), are appropriated and budgeted for any future fiscal period in which payment will be due to WES under this Contract, and funds are otherwise unavailable by any means whatsoever in such future fiscal period, then the Customer will, not less than thirty (30) days prior to the beginning of such future fiscal period, notify WES in writing of such occurrence, and this Contract will terminate on the last day of the fiscal period for which appropriations were made, without penalty or expense

to the Customer of any kind whatsoever, except as to the portions of payments herein agreed, for which Customer funds and/or other funds will have been appropriated and budgeted or are otherwise available.

SECTION 6 ENERGY USAGE RECORDS AND DATA

Section 6.1. Customer has furnished or will furnish (or cause its energy suppliers to furnish) to WES, upon its request, all of Customer's records and complete data concerning energy usage and energy related maintenance for the Premises, including the following data for the most current twenty-six (26) month period: utility records; occupancy information; descriptions of any changes in the building structure or its heating, cooling, lighting or other systems or energy requirements; descriptions of all energy consuming or saving equipment used in the Premises; bills and records relating to maintenance of energy related equipment, and a description of energy management procedures presently utilized. If requested, Customer will also provide any prior energy audits of the Premises, and copies of Customer's financial statements and records related to energy usage and operations for the most current twenty-six (26) month period at the Premises, and will make agents and employees familiar with such records available for consultations and discussions with WES.

SECTION 7 REPRESENTATIONS AND WARRANTIES

Section 7.1. Each Party warrants and represents to the other that:

- (a) it has all requisite power, authority, licenses, permits, and franchises, corporate or otherwise, to execute and deliver this Contract and perform its obligations hereunder;
- (b) its execution, delivery, and performance of this Contract have been duly authorized by, or are in accordance with, its organic instruments, and this Contract has been duly executed and delivered for it by the signatories so authorized, and constitutes its legal, valid, and binding obligation;
- (c) its execution, delivery, and performance of this Contract will not breach or violate, or constitute a default under any Contract, lease or instrument to which it is a party or by which it or its properties may be bound or affected; and
- (d) it has not received any notice, nor to the best of its knowledge, is there pending or threatened any notice, of any violation of any applicable laws, ordinances, regulations, rules, decrees, awards, permits or orders which would materially and adversely affect its ability to perform hereunder.

SECTION 8 ADDITIONAL REPRESENTATIONS OF THE PARTIES

Section 8.1. Customer hereby warrants, represents and promises that it has provided, or will provide timely, to WES all records relating to energy usage and energy related maintenance of the Premises requested by WES and the information set forth therein is, and all information in other records to be subsequently provided pursuant to this Contract will be, true and accurate in all material respects.

Section 8.2. WES hereby warrants, represents and promises that:

- (a) it is properly qualified, licensed and equipped to supply and perform the Work in the State of California;
- (b) it will make available, upon reasonable request, all documents relating to its performance under this Contract, including all contracts and subcontracts entered into;
- (c) it will use qualified subcontractors and delegates, appropriately registered, licensed and bonded in this state, to perform the Work so subcontracted or delegated pursuant to the terms hereof;
- (d) it is financially solvent, able to pay its debts as they mature and possessed of sufficient working capital to complete the Work and perform its obligations under this Contract.

SECTION 9 PERFORMANCE BY WES

Section 9.1. WES will perform all tasks/phases under the Contract, including the IGA Phase and the Construction Phase, in such a manner so as not to harm the structural integrity of the buildings or their operating systems. WES will repair and restore to its original condition any equipment, facility, or area of damage caused by WES's performance under this Contract. Customer reserves the right to review the Work performed by WES and to direct WES to take certain corrective action if, in the reasonable opinion of the Customer, the structural integrity of the Premises or its operating system is or will be harmed. All costs associated with such corrective action to damage caused by WES's performance of the Work will be borne by WES.

Section 9.2. WES will remain responsible for the professional and technical accuracy of all Work performed, whether by WES or its subcontractors or others on its behalf, throughout the term of this Contract.

Section 9.3. Prior to commencing Work under this Contract, WES will furnish a performance bond, in an amount equal to one hundred percent (100%) of the Construction Phase Contract Sum, and a payment bond to guarantee payment of all claims for labor and materials furnished, in an amount equal to one hundred percent (100%) of the Construction Phase Contract Sum (collectively, the "**Contract Bonds**"). The Contract Bonds are not being furnished to cover the performance of any energy guaranty or guaranteed savings under this Contract, nor to cover any equipment and/or material manufacturer's warranty or other third-party warranty being assigned to Customer.

Section 9.4. WES and each of its Subcontractors shall, at no additional cost to Customer, comply with all applicable provisions of the California Labor Code and the regulations promulgated thereunder (collectively, the "**Labor Laws**"). To the extent required by California Labor Code §1771 or other applicable law, all employees of WES and WES's subcontractors performing Work at the Premises will be paid the per diem prevailing wages for the employee's job classification in the locality in which the Work is performed. In accordance with California Labor Code §§1773 and 1773.2, Customer will obtain from the Director of Industrial Relations the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work, in the locality in which the Work is to be performed, for each craft, classification or type of worker needed to execute the Work at the Premises, and will cause copies of such determinations to be kept on file at its principal office. WES must post a copy at the Premises. Customer will promptly notify WES of any changes to any such prevailing wage determination.

Section 9.5. WES will assist Customer in the preparation and submission to the applicable agencies of applications and documentation necessary for mutually agreed energy efficiency rebate, incentive, and/or loan program(s). WES makes no guarantee that Customer will receive funding from any energy efficiency rebate, incentive, and/or loan program(s) (collectively, "**Incentive Funds**"), or any portion thereof; WES expressly disclaims any liability for Customer's failure to receive any portion of the Incentive Funds, and Customer acknowledges and agrees that WES will have no liability for any failure to receive all or any portion of the Incentive Funds. Procurement, or lack thereof, of the Incentive Funds will not alter the Contract Price of this Contract or the payment timeline associated with payment of the Contract Price. Any and all rebate deposits paid by WES will be immediately returned to WES when received by Customer.

SECTION 10 OWNERSHIP

Section 10.1. Ownership of Certain Proprietary Property Rights. Customer will not, by virtue of this Contract, acquire any interest in any formulas, patterns, devices, secret inventions or processes, copyrights, patents, other intellectual or proprietary rights, or similar items of property which are or may be used in connection with the Work. All data, reports, proposals, plans, specifications, flow sheets, drawings, and other products of the Work (the "**Instruments of Service**") furnished directly or indirectly, in writing or otherwise, to Customer by WES under this Contract will remain WES's property and may be used by Customer only for the Work. WES will be deemed the author and owner of such Instruments of Service and

will retain all common law, statutory and other reserved rights, including copyrights. The Instruments of Service may not be used by Customer for future additions or alterations to the Project or for other projects, without the prior written agreement of WES. Any unauthorized use of the Instruments of Service will be at Customer's sole risk and without liability to WES. If Customer uses the Instruments of Service for implementation purposes, including additions to or completion of the Project, without the written permission of WES, Customer agrees to waive and release, and indemnify and hold harmless, WES, its subcontractors, and their directors, employees, subcontractors, and agents from any and all claims, losses, and other liabilities associated with or resulting from such use.

SECTION 11 INDEMNIFICATION

Section 11.1. WES shall save and hold harmless Customer and its officers, agents and employees or any of them from any and all third-party claims, demands, actions or liability of any nature, to the extent based upon or arising out of WES's negligence or other wrongful conduct in any Work performed by WES, its agents or employees under this Contract, excepting liabilities to the extent due to the negligence or willful misconduct of the indemnified party.

Section 11.2. The liability of a defaulting Party will be limited to direct, actual damages. Neither Party shall be liable to the other Party for any special, indirect, incidental or consequential damages whatsoever, whether in contract, tort (including negligence) or strict liability, including, but not limited to, operational losses in the performance of business such as lost profits or revenues or any increase in operating expense.

Section 11.3. For all services that include, as defined by Cal Civ Code § 2782.8, design professional services, all provisions, clauses, covenants, and agreements contained in, collateral to, or affecting any such services, and amendments thereto, that purport to indemnify, including the duty and the cost to defend, the indemnitee by a design professional against liability for claims against the indemnitee, are unenforceable, except to the extent that the claims against the indemnitee arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the design professional. In no event shall the cost to defend charged to the design professional exceed the design professional's proportionate percentage of fault.

SECTION 12 CONDITIONS BEYOND CONTROL OF THE PARTIES

Section 12.1. WES shall notify Customer in writing immediately of any delay or anticipated delay in WES's performance of this Contract due to causes or circumstances beyond the reasonable control of WES. Notice shall include the reason for and anticipated length of the delay, and the date of performance shall be extended for a period equal to the time lost by reason of the delay. WES may be entitled to additional compensation due to any such extension of time, or, in certain instances, including the implementation of tariffs, due to increases in material, equipment and/or labor costs, so long as such extension of time or such instances are beyond the reasonable control of, and not contributed to by, WES. Any extension of time or increase in Contract Price pursuant to this Section 12.1 shall be documented by a Modification signed by the Parties. Examples of such possibly excusable delays are natural calamities, strikes and boycotts, war or civil unrest, delay or inability to secure products, parts, materials, fuel, supplies, equipment or power at reasonable prices or in sufficient amounts through usual sources of supply, or governmental actions, a change in Applicable Law, the implementation or proposed implementation of new tariffs or modification of existing tariffs that increase WES's cost of materials and equipment, regional labor escalation or shortages other events that are commonly deemed force majeure events. These are events that could not have been reasonably foreseen and estimated at the establishment of the Contract Price—provided that such events occur after the establishment of the Contract Price, are not within WES's reasonable control, and could not have been avoided or mitigated through the exercise of reasonable skill and care.

Section 12.2. EVENTS OF DEFAULT



Section 12.3. Events of Default by Customer. Each of the following events or conditions will constitute a “*Customer Event of Default*”:

(a) any failure by Customer to pay any amount to WES which is not paid within five (5) business days after written notification by WES that Customer is delinquent in making payment; *provided* that WES is not then in default in its performance under the terms of this Contract and such amounts are not in dispute; or

(b) any other material failure by Customer to perform or comply with the terms and conditions of this Contract, including breach of any covenant contained herein, *provided* that such failure continues for thirty (30) days after notice to Customer demanding that such failures to perform be cured, or if such cure cannot be effected in thirty (30) days, Customer will not be in default if Customer commences a cure within such thirty (30) day period and diligently pursues completion thereof; or

(c) any representation or warranty furnished by Customer in this Contract was false or misleading in any material respect when made.

Section 12.4. Events of Default by WES. Each of the following events or conditions will constitute a “*WES Event of Default*”:

(a) any failure by WES to meet the standards of comfort and service set forth in Schedule 1-A-3 due to failure by WES to properly design, install, maintain, repair or adjust the Equipment; *provided* that such failure continues for thirty (30) days after notice to WES demanding that such standards be met, or if such failure cannot be cured within thirty (30) days, WES will not be in default if WES commences a cure within such thirty (30) day period and diligently pursues completion thereof.

(b) any other material failure by WES to perform or comply with the terms and conditions of this Contract, including breach of any covenant contained herein, *provided* that such failure continues for thirty (30) days after notice to WES demanding that such failures to perform be cured, or if such cure cannot be effected in thirty (30) days, WES will not be in default if WES commences a cure within such thirty (30) day period and diligently pursues completion thereof;

(c) any representation or warranty furnished by WES in this Contract was false or misleading in any material respect when made; or

(d) the filing of a bankruptcy petition, whether by WES or its creditors against WES, which proceeding has not been dismissed within sixty (60) days of its filing, or an involuntary assignment for the benefit of all creditors or the liquidation of WES.

SECTION 13 CLAIMS AND DISPUTE RESOLUTION.

Section 13.1. Informal Process. All disputes will first be submitted to the individuals listed in Section 21 for resolution.

Section 13.2. Claims Process Under Public Contract Code. In the event that a remedy acceptable to both Customer and WES cannot be found pursuant to Section 13.1, WES may commence the dispute resolution process set forth in California Public Contract Code §9204 et seq., which can be summarized as follows (the following is a summary only and is not intended to modify in any way the requirements and timeframes set forth in the statute):

(a) A “claim” means a separate demand by a contractor for one or more of the following: (i) a time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project; (ii) payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is

not otherwise entitled; and (iii) payment of an amount that is disputed by the public entity. The claimant shall furnish reasonable documentation to support the claim.

(b) Upon receipt of a claim, the public entity shall conduct a reasonable review of the claim and shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. If the claimant disputes the public entity's written response, or if the public entity fails to respond to a claim within the time prescribed by statute, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute.

(c) Following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made in accordance with the statute. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the claimant sharing the associated costs equally.

(d) Notwithstanding the foregoing, upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of binding arbitration, as set forth in Section 13.3.

Section 13.3. Arbitration. Customer and WES agree that if the claim or dispute cannot be resolved by the process set forth in Public Contract Code §9204 et seq. and summarized in Section 13.2, the exclusive means to resolve the claim or dispute will be arbitration pursuant to Public Contract Code §10240 et seq., and the provisions of Public Contract Code §20104 et seq. shall not apply. Notwithstanding any other provision of law, arbitrators appointed for purposes of this Section 13.3 shall be experienced in construction law and shall be paid necessary and reasonable hourly rates not to exceed their customary rate. Such fees and expenses shall be paid equally by the parties, except where the arbitrator, for good cause, determines a different division.

Section 13.4. Multiparty Proceeding. Either Party may join third parties whose joinder would facilitate complete resolution of the dispute and matters arising from the resolution of the dispute.

SECTION 14 LIENS

Section 14.1. WES will promptly pay, when due, all amounts payable for labor and materials furnished in the performance of this Contract and will endeavor to prevent any lien or other claim from arising against any Customer property, against WES's rights to payments hereunder, or against Customer.

SECTION 15 INDEPENDENT CAPACITY OF THE CONTRACTOR

Section 15.1. The Parties hereto agree that WES, and any agents and employees of WES, is acting in an independent capacity in the performance of this Contract, and not as a public official, officer, employee, consultant, or agent of Customer for purposes of conflict of interest laws or any other applicable law.

SECTION 16 NO WAIVER

Section 16.1. The failure of WES or Customer to insist upon the strict performance of the terms and conditions hereof shall not constitute or be construed as a waiver or relinquishment of either Party's right to thereafter enforce the same in accordance with this Contract in the event of a continuing or subsequent default on the part of WES or Customer.

SECTION 17 SEVERABILITY

Section 17.1. In the event that any clause or provision of this Contract or any part thereof is declared invalid, void, or unenforceable by any court having jurisdiction, such invalidity shall not affect the

validity or enforceability of the remaining portions of this Contract unless the result would be manifestly inequitable or unconscionable.

SECTION 18 COMPLETE AGREEMENT

Section 18.1. This Contract, when executed, together with all Exhibits and Schedules attached hereto or to be attached hereto, as provided for by this Contract, shall constitute the entire agreement between the Parties and this Contract may not be amended, modified, or terminated except by a written Modification signed by the Parties hereto.

SECTION 19 FURTHER ASSURANCES

Section 19.1. The Parties shall execute and deliver all documents and perform all further acts that may be reasonably necessary to effectuate the provisions of this Contract.

SECTION 20 APPLICABLE LAW

Section 20.1. This Contract and the construction and enforceability thereof shall be interpreted under the laws of the State of California.

SECTION 21 NOTICE

Section 21.1. Any notice required or permitted hereunder will be deemed sufficient if given in writing and delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, or delivered to a nationally recognized express mail service, charges prepaid, receipt obtained, to the address shown below or to such other persons or addresses as are specified by similar notice.

TO WES:

Willdan Energy Solutions
Attention: Micah Chen
2401 East Katella Avenue, Suite 300
Anaheim, CA 92806

TO CUSTOMER:

City of Calabasas
Attention: Kindon Meik, City Manager
100 Civic Center Way,
Calabasas, CA 91302

SECTION 22 HEADINGS

Section 22.1. Headings and subtitles used throughout this Contract are for the purpose of convenience only, and no heading or subtitle will modify or be used to interpret the text of any section.

SECTION 23 INSURANCE

Section 23.1. WES shall procure and maintain in effect insurance coverage in amounts not less than the following.

(a) Workers' Compensation and Employer's Liability Insurance with limits of not less than \$1,000,000 per occurrence.

(b) Commercial General Liability Insurance for personal and bodily injury, including death, and property damage with limits not less than \$1,000,000 combined single limit each occurrence and \$2,000,000 general aggregate.

(c) Automobile Liability Insurance for personal and bodily injury, including death and property damage in the amount of not less than \$1,000,000 per occurrence.

(d) Professional Liability Insurance for damages incurred by reason of any negligent act, error or omission committed by WES in performing professional services with limits of not less than \$1,000,000 per claim and \$2,000,000 annual aggregate.

(e) Builders All-Risk Insurance: WES, at Customer's expense, shall maintain "All Risk Insurance" for all Equipment, and property obtained by or for WES which is to become a part of the work while such Equipment and property is stored at the job site, at temporary locations, or while in transit to the Project from such temporary locations. WES shall also be responsible for insuring Subcontractors' owned, rented, or borrowed equipment.

(f) WES will require each Subcontractor to maintain such levels and types of insurance coverage as are appropriate for the Work to be performed by such Subcontractor.

Section 23.2. WES will provide Customer with certificates of insurance evidencing coverage required above. Each certificate will provide that the coverage may not be canceled except with at least thirty (30) days prior written notice to Customer, ten (10) days' notice if cancellation is due to nonpayment of premium. Should this occur, WES will procure and furnish to Customer, prior to such effective date, new certificates conforming to the above coverage requirement.

SECTION 24 EPACT 179D

Section 24.1. To encourage the implementation of a more energy-efficient system, Section 179D of the Internal Revenue Code provides for the allocation of a tax deduction based on the efficiency of the design. Since a public entity is exempt from paying taxes, the Internal Revenue Code permits this allocation to be passed along to the designer of the system as an additional incentive to incorporate the most efficient system affordable. Accordingly, once the building/system is placed into service, it is understood and agreed that the tax deduction granted pursuant to Section 179D of the Internal Revenue Code will be allocated to WES, in consideration of which WES intends to maximize the energy efficiency of the design being contracted.

[Remainder of page intentionally blank]

IN WITNESS WHEREOF, and intending to be legally bound, the Parties hereto subscribe their names to this Contract by their duly authorized officers as of the Effective Date.

WES

CUSTOMER

Signed _____

Signed _____

Name _____

Name _____

Title _____

Title _____

SCHEDULE A

SCOPE OF WORK

California State Contractor's License Number 1065713

California Public Works Contractor Registration Number [●]

This scope of work ("**Scope of Work**") is attached to, and forms an integral part of, the Energy Savings Performance Contract (together with its Schedules and Exhibits, the "**Contract**") between Willdan Energy Solutions ("**WES**") and Customer. Capitalized terms used and not defined in this Scope of Work have the meanings given them in the Contract.

The purpose of this Contract is for WES to perform an investment grade audit (an "**IGA**") of the Customer's property and buildings (the "**Premises**"); the IGA will form the basis for recommendations, which WES will present to Customer, for the implementation of energy, as described in Schedule A (Scope of Work), with respect to the Premises, and also for estimated program costs and overall potential energy consumption savings. The Contract will also set forth the terms and conditions under which WES will implement recommendations agreed to by Customer, and any other services agreed by WES and Customer, all of which will be designed to save energy or other operating costs at the Premises (collectively, the "**Project**").

Schedule A-1. IGA PHASE SERVICES

(a) General.

(1) WES will advise the Customer on all proposed Scopes of Work, selection of materials, building systems and equipment, financing options, and utility incentives. WES will also provide the Customer with recommendations, consistent with the Customer's stated criteria, on constructability; availability of materials and labor; time requirements for procurement, installation and construction; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions.

(b) Engineering and Design. During the IGA Phase, WES will perform:

(1) Design required to develop the scope and solutions that meet the Performance Contract Program Requirements identified in Schedule A-4 and obtain permits.

(2) Develop design in enough detail to procure subcontractors and materials and develop the Contract Sum included (and defined) in the Performance Contract Amendment.

(A) Perform a survey of the spaces and existing systems throughout the Premises to document existing conditions.

(B) Work with the Customer to establish goals and criteria for the Project.

(C) Prepare design documents and/or criteria for subcontractor pricing procurement to install modifications to HVAC, electrical, and plumbing systems.

(c) Pre-Construction Services. During the IGA Phase:

(1) WES will assemble all design documents necessary for pricing procurement.

(2) WES will engage subcontractors; familiarize them with the Project, site and bidding information; and procure pricing for the purposes of establishing WES's cost proposal in the Performance Contract Amendment.

(3) WES will coordinate with the Customer, sub-consultants, financiers, utilities and other stakeholders throughout the IGA Phase.

(d) Energy-Related Services.

(1) WES will walk through facility to become familiar with existing systems and the building's operations. WES will also gather as-built plans and O&M data on existing HVAC systems from Customer.

(2) WES will quantify energy savings for each recommended Scope of Work through a calibrated computer energy model or other industry standard energy calculation procedure.

(3) WES will quantify and summarize the economics of a Scope of Work throughout each phase of design, including:

- (A) Projected costs;
- (B) Energy savings;
- (C) Maintenance and other costs savings;
- (D) Utility incentives; and
- (E) Financing terms and debt service payment terms.

(e) Preparation of the Performance Contract Amendment.

(1) When the Drawings and Specifications are sufficiently complete, WES will prepare a Performance Contract Amendment. The Performance Contract Amendment will include:

- (A) Contract Sum;
- (B) Contract Time;
- (C) Construction Schedule;
- (D) Energy and other cost savings;
- (E) Grants, financing, and incentive opportunities;
- (F) Project Cashflow;
- (G) Information upon which the Performance Contract Amendment is based,

including:

- (i) Scope of Work;
 - (ii) Drawings;
 - (iii) Specifications;
 - (iv) Supplementary and other Conditions of the Contract; and
 - (v) Deviations from the Performance Contract Program Requirements as identified in Schedule A-4.
- (H) WES's Personnel, Contractors and Suppliers.

(f) **[For GC 5956 Projects: CEQA.** In accordance with California Government Code §5956.6(b)(1), prior to any construction Work being performed, Customer, with the assistance of WES, will take all actions necessary to comply with the California Environmental Quality Act.

Schedule A-2. CONSTRUCTION PHASE SERVICES

(a) Construction Documents. As the Drawings and Specifications may not be finished at the time the Performance Contract Amendment is prepared, the Performance Contract Amendment will provide for further development of the Drawings and Specifications for construction. Such further development does not include such things as changes in scope, systems, or kinds and quality of materials, finishes or equipment, all of which, if required, will be incorporated by Change Order.

(b) WES's Construction Phase Responsibility.

(1) WES will supervise and direct the Work, using WES's best skill and attention. WES will be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work under the Contract, unless the ESPC Documents give other specific instructions concerning these matters.

(2) WES will schedule Work and coordinate Subcontractors and any other persons on the site of the Project.

(3) WES will inspect the Work of each subcontractor for defective work, manage resolution of the defective work, and notify applicable subcontractor(s) to correct such defective work in a manner approved by the design team and Customer.

(4) WES will record the progress of the Project and provide reports to the Customer on a monthly basis, or as agreed upon by parties in writing. Such reports will include, without limitation, information about variations between actual and budgeted or estimated costs and information on each subcontractor's work, as well as completion status on the entire Project, showing percentages of completion.

(5) With the cooperation of the Subcontractors, WES will prepare and maintain the Construction Schedule.

(6) WES will schedule and conduct preconstruction, progress, quality control and special meetings with the Customer, designers, the subcontractors and any other parties involved in the Project to discuss such matters as procedures, progress, problems and scheduling.

(7) WES will receive, review for completeness and responsiveness the subcontractors' submittals such as shop drawings, product data and samples and deliver them to the Customer for review and approval.

(8) WES will manage the Punch List, coordinate final inspections, and prepare the certificates of Substantial Completion and Final Completion. Upon Final completion, WES will receive, review for conformity with the requirements of the ESPC Documents, transmit to the Customer any affidavits, and turn over to the Customer any manuals and the originals of any guarantees, warranties, releases, bonds and waivers.

(c) Enhanced Commissioning. WES will develop the commissioning plan, review construction documents, develop functional test procedures, coordinate commissioning activities, verify startup tests, perform functional performance tests, and generate final commissioning report.

(d) Labor and Materials.

(1) Unless otherwise provided in the ESPC Documents, WES will provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services, necessary for proper execution and completion of the Work, whether temporary or permanent, and whether or not incorporated or to be incorporated in the Work.

(2) WES will enforce strict discipline and good order among WES's employees, Subcontractors, and other persons carrying out the Work. WES will not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

Schedule A-3. GUARANTEE PHASE SERVICES

(a) Facility Personnel Assistance.

(1) WES's commissioning group will assist Customer personnel in achieving the most efficient operation of Customer's facility. The commissioning group will remotely monitor the facility and will help identify potential problems with the HVAC as well as work with the facility staff to enhance and implement energy conservation programs.

(2) Customer will be responsible for the maintenance of all energy systems, including lighting, mechanical, electrical, and building automation control systems per Schedule 1-A-5.

(b) Savings Tracking and Reporting.

(1) WES will be responsible for the monthly tracking and monitoring of the Project and will provide ongoing assistance to Customer's staff.

(2) WES will provide a quarterly savings report. This report will detail current monthly savings, year to date savings, and guaranteed savings. This report will also show the actual savings in units of energy.

(c) Utility Rate Negotiation. If, during the term of this Contract, deregulation of the electric and gas utilities should occur, WES will have the right to negotiate on behalf of the Customer, in whole or in part, other utility services beyond the current providers of those services. WES will represent the Customer as long as the services being negotiated are cost competitive for the Customer. WES will seek the most cost competitive providers of those services who can provide equal or better-quality service. In the event that the Customer is able to locate a more cost competitive provider, with equal quality, WES will agree to use that provider. The purpose of this paragraph is to minimize utility costs for the Customer.

(d) Cancellation.

(1) Customer may cancel the Guarantee Phase services on any anniversary of the commencement of Guarantee Services, or at the end of Customer's fiscal year.

(2) If Customer cancels these services, WES reserves the right to cancel the Energy Savings Guarantee as outlined in Exhibit 2.

Schedule A-4. ENERGY PERFORMANCE CONTRACT PROGRAM REQUIREMENTS:

(a) Financial Criteria.

(b) General Scope and Intent.

Schedule A-5. IMPLEMENTATION SCOPE OF WORK

(a) Scope of Work. Final, detailed scope of work will be included in the Performance Contract Amendment.

Schedule A-6. TIME.

(a) Construction and installation of energy-saving and/or energy-generating equipment ("**Equipment**") by WES will proceed throughout the Construction Period described in the detailed schedule of construction, which will be submitted to Customer following commencement of the Construction Phase. This schedule will be updated throughout construction to reflect ongoing progress on the Project. WES will endeavor to minimize disruption to Customer operations while allowing for completion of Scope of Work in a timely fashion.

(b) Weather disruptions, availability of necessary equipment, remediation of hazardous materials, and other delays beyond the control of WES will not count toward the Construction Period. The completion dates will be modified by Change Order for these events.

SCHEDULE B

COMPENSATION TO WES

This compensation schedule (“**Compensation Schedule**”) is attached to, and forms an integral part of, the Energy Savings Performance Contract (together with its Schedules and Exhibits, the “**Contract**”) between Willdan Energy Solutions (“**WES**”) and Customer. Capitalized terms used and not defined in this Compensation Schedule have the meanings given them in the Contract.

The Customer will compensate and make payments to WES for the IGA Phase services, the Construction Phase services and the Guarantee Phase services as follows:

Schedule B-1. INVESTMENT GRADE AUDIT PHASE SERVICES

The Customer will compensate and make payments to WES for the IGA Phase services as follows:

(a) If the Performance Contract Amendment is executed within ninety (90) days of the date it is submitted to Customer, the fee for IGA services will be incorporated into the Performance Contract Amendment; otherwise,

(b) Customer will pay WES the stipulated sum of \$_____.

Schedule B-2. CONSTRUCTION PHASE

For WES’s performance of the Construction, the Customer will pay WES the Construction Phase Contract Sum in current funds for WES’s performance of the Contract after the execution of the Performance Contract Amendment. The Contract Sum will be identified in the Performance Contract Amendment.

Schedule B-3. GUARANTEE PHASE

For WES’s performance of any Energy Savings Guarantee, the Customer will pay WES in current funds for WES’s performance of the applicable Guarantee Phase services following Final Completion of the corresponding portion of the Project, and issue to WES the “Certificate of Acceptance - Final Completion” as defined in Schedule 1-C for such portion of the Project. The Guarantee Phase Contract Sum will be identified in the corresponding Energy Savings Guarantee.

Schedule B-4. PAYMENT PROCEDURES

(a) Investment Grade Audit Phase Payments. WES will provide an Application for Payment to Customer for IGA Phase services completed in accordance with Schedule A-1 above. The Customer will make payment in the manner and within the time provided in Section 4.3 of the Contract

(b) Construction Phase Payments.

(1) Project Mobilization. The initial Application for Payment will include all remaining pre-construction-phase services amounts as well as ten percent (10%) of the remaining total compensation to allow for mobilization of WES and subcontractors.

(2) Progress Payments. WES will provide a monthly Application for Payment to Customer for work completed during the previous month. The Customer will make payment in the manner and within the time provided in Section 4.3 of the Contract. Until a specific Scope of Work is complete, as identified as a line item in the Schedule of Values, Customer will pay one hundred percent (100%) of the amount due to WES on account of progress payments. WES will provide a Retainage Bond that represents ten percent (10%) of the total Contract value.

(3) Schedule of Values. WES will prepare and submit a complete schedule of values along with the initial Application for Payment. Portions of the Scope of Work listed as line items in

the Schedule of Values will be treated as individual Scopes of Work for the purposes of Progress Payments, Substantial Completion, Final Completion, and withholding of retention amounts.

(4) Substantial Completion. Substantial Completion is the stage in the progress of a specific Scope of Work when such Scope of Work or designated portion thereof is sufficiently complete in accordance with the ESPC Documents so that the Customer can utilize such portion of the Work for its beneficial use.

When WES considers that an individual Scope of Work is Substantially Complete, WES will prepare and submit to the Customer a comprehensive list of items to be completed or corrected prior to final payment (the "**Punch List**"). Upon receipt of WES's Punch List, the Customer will, within seven (7) days, inspect the Work to determine whether the Work or designated portion thereof is Substantially Complete. If the Customer's inspection discloses any item, whether or not included on the Punch List, which is not sufficiently complete in accordance with the ESPC Documents so that the Customer can utilize the Work or designated portion thereof for its intended use, WES will, before issuance of the Certificate of Acceptance - Final Completion, complete or correct such item upon notification by the Customer. In such case, WES will then submit a request for another inspection by the Customer to determine Substantial Completion.

When the Work or designated portion thereof is Substantially Complete, WES will prepare a Certificate of Substantial Completion which will establish the date of Substantial Completion, will establish responsibilities of the Customer and WES for security, maintenance, heat, utilities, damage to the Work and insurance, and will fix the time within which WES will finish all items on the Punch List accompanying the Certificate. Warranties required by the ESPC Documents will commence on the date of Substantial Completion of the Scope of Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion. The Certificate of Substantial Completion will be submitted to the Customer for their written acceptance of responsibilities assigned to them in such Certificate.

(5) Substantial Completion Payment. Upon Substantial Completion acceptance, the Customer will make payment of retainage applying to such Work or designated portion thereof within the time provided in Section 4.3 of the Contract. Such payment will be reasonably adjusted to reflect the dollar value of Work that is incomplete or not in accordance with the requirements of the ESPC Documents.

(6) Final Completion and Payment. After WES's completion of all Punch List items, closeout requirements, and upon receipt of written notice that the Work or designated portion thereof is ready for final inspection and acceptance and upon receipt of a Final Application for Payment, the Customer will make such inspection within seven (7) days and, when the Customer finds the Work acceptable under the ESPC Documents and the Contract fully performed, the Customer will execute and issue the Certificate of Acceptance within two (2) days from the final inspection and pay the entire balance found to be due to WES as stated in the Final Application for Payment within the time provided in Section 4.3 of the Contract.

{Use this section if payments are to be made during the Energy Savings Guarantee [or Assured Performance Guarantee]. Otherwise, omit this section.}

(c) Guarantee Phase Payments. WES will provide annual Applications for Payment to Customer for Guarantee Phase services to be completed in the subsequent year. The Customer will make payment in the manner and within the time provided in Section 4.3 of the Contract.

{End of selection}

(d) Failure of Payment. If the Customer does not pay WES within five (5) business days after the date established in Section 4.3 of the Contract, then WES may, upon written notice to the Customer, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended

appropriately, and the Contract Sum shall be increased by the amount of WES's reasonable costs of shut-down, delay and start-up, plus interest.

EXHIBIT 1

FORM OF PERFORMANCE CONTRACT AMENDMENT

This Performance Contract Amendment (“**Amendment**”), dated as of the [XX] day of [XX] in the year [202X] (the “**Amendment Date**”) is incorporated into the accompanying Energy Savings Performance Contract dated the [XX] day of [XX] in the year [202X] (together with its Exhibits and Schedules, the “**Contract**”) for the following:

PROJECT: {Name and Location or Address}

THE CUSTOMER: {Name, Legal Status and address}

THE CONTRACTOR: Willdan Energy Solutions, Inc. (“**WES**”)

WHEREAS, Customer and WES previously executed the Contract, pursuant to which WES performed an investment grade audit (“**IGA**”) of the Customer’s Premises and presented Customer with recommendations (the “**Recommendations**”) for the implementation of certain energy, water or other operating cost saving measures and equipment and/or fee-producing infrastructure facilities, including estimated program costs and overall potential energy consumption savings;

WHEREAS, WES delivered the Recommendations, on an arms’ length basis, to personnel of Customer with requisite technical training and experience, for those personnel to make judgments and determinations as to the desired scope of work;

[For GC 4217.10 Energy Savings Projects: **WHEREAS**, in the Recommendations, WES identified potential energy and operational savings opportunities at Customer’s Facilities and estimated program costs to implement energy-efficiency- and energy-generation-measures and presented an overall potential energy cost and consumption savings for implementing those recommendations;

[**WHEREAS**, Customer has accepted the Recommendations and has determined that the anticipated cost to Customer to implement the energy-savings Project will be less than the anticipated cost to Customer for thermal, electrical, and other energy, together with anticipated operational, maintenance and other costs, that would have been consumed by Customer in the absence of the energy-savings Project, in compliance with California Government Code §§4217.10 through 4217.18;

[**WHEREAS**, pursuant to California Government Code §4217.12, Customer held a regularly scheduled public hearing on [●], of which two weeks advance public notice was given regarding this Amendment and its subject matter;

[**WHEREAS**, Customer has determined that entering into this Amendment to implement the Project is in the best interests of Customer and that California Government Code §4217.10 *et seq.* allows Customer to enter into this Amendment

WHEREAS, WES is duly licensed by the State of California to provide or enter into this Amendment to provide such services, and is willing and financially able to perform such services for Customer, all as more fully set forth herein;

WHEREAS, by adoption of Resolution No. [●] at the above-referenced meeting, Customer approved this Amendment and authorized its execution.

NOW THEREFORE, the Customer and WES hereby amend the Contract as follows.

TABLE OF SCHEDULES (the following Schedules are added by this Performance Contract Amendment):



- Schedule 1-A Additional Responsibilities
- Schedule 1-B Certificate of Substantial Completion
- Schedule 1-C Certificate of Acceptance – Final Completion

Exhibit 1-1. CONSTRUCTION PHASE CONTRACT SUM

{Use this section for Stipulated Sum}

(a) Stipulated Sum.

(1) The Stipulated Sum will be (\$), subject to authorized adjustments as provided in the ESPC Documents. A detailed description of the components of this compensation is provided below.

{Insert Project Financial Table reflecting the proposed schedule of values}

(2) The Stipulated Sum is based upon the following alternates, if any, which are described in the ESPC Documents and are hereby accepted by the Customer:

(3) Unit prices, if any:

Exhibit 1-2. CHANGES IN THE CONSTRUCTION PHASE CONTRACT SUM:

Changes to the Contract Sum are warranted for, but are not limited to: Hazardous Substances, additions or modifications to the Scope of Work, and Differing Site Conditions, each as defined in this Performance Contract Amendment. All additional costs associated with these items will be the responsibility of Customer.

Exhibit 1-3. CONTRACT TIME

(a) The date of commencement of construction is the date of this agreement.

(b) The anticipated date of Final Completion is XXX calendar days from the date of commencement of construction.

(c) The anticipated Energy Savings Guarantee Commencement Date is the date of Final Completion

(d) Weather disruptions, availability of necessary equipment, remediation of hazardous materials, and other delays beyond the control of WES will not count toward the construction timeframe in this Exhibit 1-3.

Exhibit 1-4. SCHEDULE OF VALUES

WES will prepare and submit a complete schedule of values along with initial Application for Payment. Portions of the Scope of Work listed as line items in the Schedule of Values will be treated as individual Scopes of Work for the purposes of Progress Payments, Substantial Completion, Final Completion, and withholding of retention amounts.

Exhibit 1-5. CONSTRUCTION SCHEDULE

{Insert Construction Schedule}

Exhibit 1-6. INFORMATION UPON WHICH AMENDMENT IS BASED

The Contract Sum and Contract Time set forth in the Performance Contract Amendment are based on the following:

(a) Scope of Work. The finalized scope of work to be performed under the original Contract is revised and clarified as set forth in this Performance Contract Amendment includes but is not limited to:

(1) Facilities and Measures

(A) Evaluate the facilities below:

- (i) City Hall
- (ii) Library
- (iii) Community Center
- (iv) Tennis & Swim Center
- (v) Creekside Park
- (vi) Juan Batista de Anza Park
- (vii) Park and Ride

(B) Consider the Facility Improvement Measures (FIM) below:

- (i) Backup Generator Installation
- (ii) BAS Controls Upgrades
- (iii) Battery Energy Storage Systems
- (iv) Electrical Infrastructure Upgrades
- (v) Fleet Electrification
- (vi) HVAC Replacement and Retrofits
- (vii) Lighting Retrofits
- (viii) Pool Efficiency Measures
- (ix) Public EVCS
- (x) Retro-Commissioning
- (xi) Roof replacements
- (xii) Photovoltaic Solar Installations

(b) Drawings.

(1) The Scope of Work defined in Exhibit 1-6(a) supersedes any scope defined in the Drawings and Specifications. The Drawings and Specifications are provided to provide layout, quantities and general quality of equipment and materials to be incorporated in the Project.

| Number | Title | Date |
|--------|-------|------|
| | | |
| | | |
| | | |
| | | |

(c) Specifications.

(1) The Scope of Work defined in Exhibit 1-6(a) supersedes any scope defined in the Drawings and Specifications. The Drawings and Specifications are provided to provide layout, quantities and general quality of equipment and materials to be incorporated in the Project.

| Number | Title | Date |
|--------|-------|------|
| | | |
| | | |
| | | |
| | | |

(d) Allowances and Contingencies.

(1) Allowances.

(A) Customer’s Allowance: **[\$XXX,XXX]**

(2) Contingencies.

(A) Customer’s Contingency: **Not Applicable**

(B) WES’s Contingency: **\$XXX,XXX**

(i) WES’s Contingency exists to mitigate Project-related risks for which WES is responsible. This Contingency is intended to cover costs due to the negligence or failure of WES, WES’s subcontractors and suppliers or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable to fulfill a specific responsibility of the Contract. WES’s Contingency is understood by WES and Customer to be “spent” money.

(e) Supplementary and other Conditions of the Contract.

{list, if applicable}

(f) Deviations from the Performance Contract Program Requirements as identified in Schedule A-4:

{insert scope of work deviations from program requirements}

Exhibit 1-7. WES’S PERSONNEL, CONTRACTORS AND SUPPLIERS

(a) WES’s key personnel are identified below:

(1) Superintendent.

(2) Project Manager(s).

(3) Others.

(4) {insert list of personnel, contractors and suppliers}

Exhibit 1-8. COST OF THE WORK

{insert definition of Cost of the Work if a Cost Plus Proposal. Delete if defined in the base contract}

- (a) The Cost of the Work to be reimbursed will include the items below:
- (1) Construction Management Costs. The hourly rate of WES administrative personnel when stationed at the site.
 - (2) Commissioning Costs. Commissioning Costs will be a lump sum cost provided by WES at the time of the Performance Contract Amendment.
 - (3) Subcontract Costs. Payments made by WES to its Subcontractors to carry out the Work.
 - (4) Construction Contingency available for WES's exclusive use to cover costs for unanticipated items of the Work.
 - (5) Allowance held by the Customer for additional Work to be incorporated in the Project.
 - (6) Costs, including transportation, of materials and equipment incorporated in the completed construction.
 - (7) Costs of other materials and equipment, temporary facilities and related items.
 - (8) That portion directly attributable to this Contract of premiums for insurance and bonds.
 - (9) Fees of testing laboratories for tests required by the ESPC Documents, except those related to nonconforming Work.
 - (10) Data processing costs related to the Work.
 - (11) Legal costs, other than those arising from disputes between the Customer and WES, reasonably incurred by WES in the performance of the Work and with the Customer's written permission, which permission may not be unreasonably withheld.
 - (12) Other costs incurred in the performance of the Work if and to the extent approved in advance in writing by the Customer.
 - (13) Emergencies and repairs to damaged or nonconforming Work
 - (14) The Cost of Work will also include costs which are incurred by WES in taking action to prevent threatened damage, injury or loss in case of emergency affecting the safety of persons and property.
 - (15) The Cost of Work will also include costs which are incurred by WES in repairing or correcting damaged or nonconforming Work executed by WES or WES's Subcontractors or suppliers, *provided* that such damaged or nonconforming Work was not caused by the negligence or failure by WES or WES's personnel (a) to fulfill a specific responsibility to the Customer set forth in this Contract or (b) to supervise adequately the Work of the Subcontractor or suppliers, and only to the extent that the cost of the repair or correction is not recoverable by WES from insurance, Subcontractors or suppliers.

Exhibit 1-9. CONSTRUCTION SCHEDULE AND EQUIPMENT INSTALLATION; APPROVAL

(a) Construction Schedule. Construction and installation of Equipment by WES will proceed throughout the Construction Period described in the detailed schedule of construction, which will be submitted to Customer following commencement of the Performance Contract Amendment. This schedule, set forth in Exhibit 1-5, will be updated throughout construction to reflect ongoing progress on the Project.

(b) Systems Startup and Equipment Commissioning. WES will conduct a thorough and systematic performance test of each element and total system of the installed Equipment in accordance with

the procedures specified in Schedule 1-A-1, and prior to acceptance of the Scope of Work by Customer. WES will provide notice to the Customer of the scheduled test(s) and the Customer and/or its designees will have the right to be present at any or all such tests conducted by WES and/or manufacturers of the Equipment. WES will be responsible for correcting and/or adjusting all deficiencies in systems and Equipment operations that may be observed during system commissioning procedures.

Exhibit 1-10. EQUIPMENT WARRANTIES

EXCEPT FOR THE WARRANTIES PROVIDED IN THIS Exhibit 1-10, WES MAKES NO WARRANTIES IN CONNECTION WITH THE WORK PROVIDED UNDER THIS CONTRACT, WHETHER EXPRESS OR IMPLIED IN LAW, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY IMPLIED WARRANTIES AGAINST INTELLECTUAL PROPERTY INFRINGEMENT. CUSTOMER WILL HAVE NO REMEDIES AGAINST EITHER WES OR ANY WES SUBCONTRACTOR OR VENDOR FOR ANY DEFECTIVE MATERIALS OR EQUIPMENT INSTALLED, EXCEPT FOR THE REPAIR OR REPLACEMENT OF SUCH MATERIALS OR EQUIPMENT IN ACCORDANCE WITH THE WARRANTIES INDICATED BELOW.

(a) WES covenants and agrees that all material and Equipment installed as part of this Contract will be new, in good and proper working condition and protected by appropriate written warranties covering the performance of parts and Equipment, which will be transferred to Customer upon Substantial Completion. WES further warrants that its workmanship provided hereunder, including its subcontractors' workmanship, will be free of material defects for a period of one (1) year from the date of Substantial Completion as indicated on the executed Certificate of Substantial Completion ("**WES Warranty**"). Notwithstanding the preceding sentence, the date the WES Warranty commences with respect to a specific piece or pieces of Equipment may be further defined in Schedule 1-B.

(b) Equipment and material warranties that exceed the WES Warranty period will be provided directly by the equipment and/or material manufacturers and such warranties will be assigned directly to Customer, after the one (1) year period. During the WES Warranty period, WES will be Customer's agent in working with the equipment and material manufacturers in resolving any equipment or material warranty issues. If any material defects are discovered within the WES Warranty period, WES, or WES's subcontractors, will correct its defects, and/or WES will work with the equipment or material manufacturer as Customer's agent to facilitate the manufacturer's correction of the equipment or material defect. Such warranty services will be performed in a timely manner and at the reasonable convenience of Customer. If a warranty issue arises on any equipment or material installed after the WES Warranty period, and the equipment or material has a warranty period that exceeds one (1) year, Customer will contact the manufacturer directly to resolve such warranty issues and Customer acknowledges that the manufacturer will have sole responsibility for such issues.

(c) The warranties in this Exhibit 1-10 expressly exclude any remedy for damage or defect caused by improper or inadequate maintenance of the installed equipment by service providers other than WES or its subcontractors, corrosion, erosion, deterioration, abuse, modifications or repairs not performed by an authorized WES subcontractor, improper use or operation, or normal wear and tear under normal usage. WES will not be responsible for the cost of correcting a breach of warranty or defect to the extent that the manufacturer of the equipment that is the subject of a warranty hereunder does not honor its equipment warranty as a result of its termination of operations, insolvency, liquidation, bankruptcy or similar occurrence. Unless otherwise specified, all warranties hereunder, including without limitation those for defects, whether latent or patent, in design, engineering, or construction, will terminate one (1) year from the date of Substantial Completion; and thereafter, WES will have no liability for breach of any warranty or for any latent or patent defect of any kind pursuant to California Code of Civil Procedure §§337.1 and 337.15.

(d) Customer and WES have discussed the risks and rewards associated with this Project, as well as the Contract Sum to be paid to WES for performance of the Work. Customer and WES agree to

allocate certain of the risks so that, to the fullest extent permitted by applicable law, WES's liability to Customer shall be limited to the amount of insurance WES is required to obtain and maintain for this Project or Contract (i.e., the amount will differ depending on the type of claim involved).

Exhibit 1-11. TRAINING BY WES

WES will conduct the training program described in Schedule 1-A-10 hereto. Such training must be completed prior to acceptance of the Equipment installation. WES will provide ongoing training whenever requested by Customer with respect to updated or altered Equipment, including upgraded software. Such training will be provided at no charge to the Customer.

Exhibit 1-12. PERMITS AND APPROVALS; COORDINATION

(a) Permits and Approvals. The Equipment and the operation of the Equipment by WES will at all times conform to all applicable federal, state and local code requirements. Customer must cooperate fully with WES in obtaining all necessary permits and approvals for installation of the Equipment. WES is responsible for obtaining and paying for all permits, except those permits to be issued by Customer itself. Customer will be responsible for obtaining and paying for annual operating permits and any approvals or exemptions required by CEQA. WES will furnish copies of each permit or license which is required to perform the Work to the Customer before WES commences the portion of the Work requiring such permit or license. Customer is responsible for hiring and paying inspectors, and for fees associated with plan checks (including expedited plan checks), inspections, certifications, and utility interconnection(s), including any additional Work that may be required by the electric utilities as part of interconnection.

(b) Coordination During Installation. The Customer and WES will coordinate the activities of WES's Equipment installers with those of the Customer, its employees, and agents. WES may not commit or permit any act which will unreasonably interfere with the performance of business activities conducted by the Customer or its employees without prior written approval of the Customer.

Exhibit 1-13. LOCATION AND ACCESS

Customer will provide sufficient space on the Premises for the installation and operation of the Equipment and will take reasonable steps to protect such Equipment from harm, theft and misuse. Customer will provide access to the Premises for WES to perform any function related to this Contract during regular business hours, or such other reasonable hours as may be requested by WES and reasonably acceptable to the Customer. WES's access to Premises to make emergency repairs or corrections as it may determine are needed may not be unreasonably restricted by the Customer.

Exhibit 1-14. EQUIPMENT SERVICE

(a) Actions by WES. WES will provide all service, repairs, and adjustments to the Equipment installed under terms of this Contract pursuant to Schedule 1-A-4. Customer will incur no cost for Equipment service, repairs, and adjustments, except as set forth in the Compensation Schedule, *provided, however*, that if WES determines that the need for maintenance or repairs principally arises due to the negligence or willful misconduct of the Customer or any employee or other agent of Customer, WES may charge Customer for the actual cost of the maintenance or repair insofar as such cost is not covered by any warranty or insurance proceeds.

(b) Malfunctions and Emergencies. Customer will use its best efforts to notify WES or its designee(s) within twenty-four (24) hours after the Customer's actual knowledge of the occurrence of: (i) any malfunction in the operation of the Equipment or any preexisting energy-related equipment that might materially impact upon any energy savings guaranteed by WES, (ii) any interruption or alteration to the energy supply to the Premises, or (iii) any alteration or modification in any energy-related Equipment or its operation.

(c) Where Customer exercises due diligence in attempting to assess the existence of a malfunction, interruption, or alteration it will be deemed not at fault in failing to correctly identify such conditions as having a material impact upon the guaranteed energy savings. Customer will notify WES within twenty-four (24) hours upon its having actual knowledge of any emergency condition affecting the Equipment. WES or its designee(s) will respond within twenty-four (24) hours to promptly proceed with corrective measures. Any telephonic notice of such conditions by Customer will be followed within three (3) business days by written notice to WES from Customer. If Customer unreasonably delays in so notifying WES of a malfunction or emergency, and the malfunction or emergency is not otherwise corrected or remedied, such conditions will be treated as a Material Change (as defined herein) and the applicable provisions of Schedule 2-B will be applied.

(d) Actions by Customer. Customer may not move, remove, modify, alter, or change in any way the Equipment or any part thereof without the prior written approval of WES except as set forth in Schedule 1-A-5. Notwithstanding the foregoing, Customer may take reasonable steps to protect the Equipment if, due to an emergency, it is not possible or reasonable to notify WES before taking any such actions. In the event of such an emergency, Customer will take reasonable steps to protect the Equipment from damage or injury and will follow instructions for emergency action provided in advance by WES. Customer agrees to maintain the Premises in good repair and to protect and preserve all portions thereof, which may in any way affect the operation or maintenance of the Equipment.

Exhibit 1-15. STANDARDS OF COMFORT

WES will install and commission the Equipment in a manner that will enable the Customer to maintain the standards of heating, cooling, hot water, and lighting, as described in Schedule 1-A-3.

Exhibit 1-16. BONDS

Any and all performance and payment bonds obtained by WES for the Project shall specifically exclude coverage for those portions of the Contract or the Work pertaining to design services and any other part of this Contract and the ESPC Documents which do not relate specifically to construction management and supervision of Work for purchasing and installing of Equipment, or for work to be accomplished by the Customer.

Exhibit 1-17. OWNERSHIP

(a) Ownership of Existing Equipment. Ownership of the equipment and materials presently existing at the Premises at the time of execution of this Contract will remain the property of the Customer even if they are replaced or their operation made unnecessary by Work performed by WES pursuant to this Contract. If applicable, WES will advise the Customer in writing of all equipment and materials to be replaced at the Premises and the Customer will within thirty (30) days designate in writing to WES which equipment and materials (other than Hazardous Substances (as defined herein), which will be the responsibility of Customer) should not be disposed of off-site by WES. It is understood and agreed by both Parties that the Customer will be responsible for and designate the location and storage for any equipment and materials that should not be disposed of off-site. WES will be responsible for the disposal of all equipment and materials (other than Hazardous Substances) designated by the Customer as disposable off-site in accordance with all applicable laws and regulations regarding such disposal. WES will not be responsible for the removal and/or disposal of any Hazardous Substances except as specified in the Scope of Work.

(b) New Equipment. All new Equipment or materials supplied to the Customer will become the property of the Customer upon installation and payment therefor. WES will grant to the Customer a perpetual, irrevocable royalty-free license for any WES software or other WES intellectual property rights necessary for the Customer to continue to operate, maintain, and repair the Equipment in a manner that will yield maximal energy consumption reductions.

IN WITNESS WHEREOF, and intending to be legally bound, the Parties hereto subscribe their names to this Performance Contract Amendment by their duly authorized officers as of the Amendment Date.

WES

CUSTOMER

Signed _____

Signed _____

Name _____

Name _____

Title _____

Title _____

SCHEDULE 1-A

ADDITIONAL RESPONSIBILITIES

{NOTE: this schedule is added by the Performance Contract Amendment. Retain the paragraph immediately below at the time originally issuing this contract (when entering into the IGA). All other content to be defined at the time of the Performance Contract Amendment}

[This Schedule is added as part of the Performance Contract Amendment]

Schedule 1-A-1. System Start-up & Commissioning. WES will perform start-up and commissioning services for all equipment installed.

Schedule 1-A-2. Operating parameters of installed equipment. WES will provide operating parameters in the Operation and Maintenance Manuals. These manuals will be provided to Customer prior to Final Completion.

Schedule 1-A-3. Standards of Comfort.

(a) Customer will maintain the following standards of comfort, which were used to evaluate the energy conservation measures for this Scope of Work. Significant deviation from these standards will represent a change in operation that must be accounted for, in accordance with Exhibit 2-4, in order to accurately verify the Energy Savings Guarantee.

(b) Occupied temperature set points: 70°F or below in heating and 74°F or above in cooling.

(c) Unoccupied temperature set points: 50°F in heating and 100°F or above in cooling.

Schedule 1-A-4. WES Maintenance Responsibilities. WES is not responsible for performance of any maintenance of equipment on the Premises.

Schedule 1-A-5. Customer Maintenance Responsibilities. Customer is required to perform all necessary maintenance as recommended by the manufacturer in the Operation and Maintenance manuals (to be provided upon Final Completion) for equipment installed as part of this Contract, as well as all additional equipment that will continue to operate in Customer facilities.

Schedule 1-A-6. Facility Maintenance Checklist. WES will provide Customer with a complete facility maintenance checklist prior to the Acceptance of Final Completion.

Schedule 1-A-7. Customer Information Technology Responsibilities.

(a) Customer is responsible for providing a working WAN infrastructure connecting multiple buildings and configuring it for connecting new internet-based building control system, accessible via standard web-browser from inside and outside the Customer's network.

(b) Customer is responsible for providing network connection(s) (cables and switches), open ports and IP addresses for connection of building control system's web server to Customer's network for internet accessibility.

(c) Customer will engage their IT representative familiar with the Customer's network to work with WES and its subcontractors to establish IP addresses and communications to assure proper operation of the building control system with the Customer's wide area network.

Schedule 1-A-8. Differing Site Conditions. The conditions at the site are the responsibility of the Customer regardless of whether or not they could be identified by an investigation or exploration conducted according to the professional standard of care. A "***Differing Site Condition***" is a subsurface, hidden, latent, or physical condition at a Project site/building not revealed by the site exploration, site investigation, or other information provided by the Customer and which cannot be reasonably anticipated. Special risks occur whenever engineering is applied to identifying site/building conditions. Even a

comprehensive investigation, according to the professional standard of care, may not detect all subsurface or site/building conditions. WES will not be liable for site/building conditions that could not be identified by such an investigation or exploration. Accordingly, the Customer agrees to indemnify, including all costs and fees, and hold WES harmless from all claims for Differing Site Conditions.

Schedule 1-A-9. Hazardous Substances.

(a) WES contemplates that it will not encounter any Hazardous Substances at the Premises, except as has been disclosed as a pre-existing condition by Customer prior to the Amendment Date. However, any disclosure of Hazardous Substances that will affect the performance of the Work after the Amendment Date will constitute a valid basis for a Change Order.

(b) “**Hazardous Substances**” means (i) any hazardous, toxic, or dangerous wastes, substances, chemicals, constituents, contaminants, pollutants, and materials and any other carcinogenic, liquids, corrosive, ignitable, radioactive, reactive, toxic, or otherwise hazardous substances or mixtures (whether solids, liquids, gases) now or at any time subject to regulation, control, remediation, or otherwise addressed under Applicable Laws; (ii) any “hazardous substance” as defined by the Resource, Conservation and Recovery Act of 1976 (42 U.S.C. §6901 et seq.), as amended, and regulations promulgated thereunder; (iii) any “hazardous, toxic or dangerous waste, substance or material” specifically defined as such in 42 U.S.C. §9601 et seq., as amended and regulations promulgated thereunder; and (iv) any hazardous, toxic or dangerous waste, substance, or material as defined in any so-called “superfund” or “superlien” law.

Schedule 1-A-10. Training Requirements. WES will provide [●] hours of dedicated training prior to Final Completion to ensure proper understanding of installed systems. Additional training will be provided at no additional cost until Final Completion as deemed necessary by Customer and WES.

Schedule 1-A-11. Trenching. Pursuant to California Labor Code §6705, if the Work is a public work involving an estimated expenditure in excess of \$25,000 and includes the excavation of any trench or trenches five (5) feet or more in depth, WES will, in advance of excavation, submit to Customer and/or a registered civil or structural engineer, employed by Customer, to whom authority to accept has been delegated, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches, which provisions will be no less effective than the current and applicable CAL-OSHA Construction Safety Orders. No excavation of such trench or trenches may be commenced until this detailed plan has been accepted by Customer or by the person to whom authority to accept has been delegated by Customer. Pursuant to California Labor Code §6705, nothing in this Schedule 1-A-11 imposes tort liability on Customer or any of its employees.

Schedule 1-A-12. Subsurface Conditions. Pursuant to California Public Contract Code §7104, if the Work is a public work involving digging trenches or other excavations that extend deeper than four (4) feet below the surface of the ground:

(a) WES will promptly, and before the following conditions are disturbed, notify Customer, in writing, of any:

(1) Material that WES believes may be material that is hazardous waste, as defined in California Health and Safety Code §25117, that 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 WES before the Amendment Date;

(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 this Contract.

(b) Customer will promptly investigate the conditions and, if it finds that the conditions do materially so differ or do involve hazardous waste, and cause a decrease or increase in WES's cost of, or the time required for, performance of any part of the Work will issue a Change Order under the procedures described in this Contract.

(c) If a dispute arises between Customer and WES, whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in WES's cost of, or time required for, performance of any part of the Work, WES will not be excused from any scheduled completion date provided for by this Contract but will proceed with all Work to be performed under this Contract. WES will retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the Parties.

SCHEDULE 1-B

CERTIFICATE OF SUBSTANTIAL COMPLETION

| | | | |
|---------------|--|--------------------|-----------------|
| Project | | Project Number: | |
| From: WES | | To (Customer): | [CUSTOMER NAME] |
| [WES Address] | | [Customer Address] | |
| [WES Address] | | [Customer Address] | |

WORK OR PORTION OF THE WORK DESIGNATED FOR PARTIAL OCCUPANCY OR USE WILL INCLUDE:

Scope of Work A {Identify the Work, or portion thereof per the schedule of values, that is Substantially Complete}

The Work performed under this Contract has been reviewed and found, to the best of the Customer's knowledge, information, and belief, to be Substantially Complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion is sufficiently complete in accordance with the ESPC Documents so that the Customer can occupy or utilize the work for its intended use. The date of Substantial Completion of the Work or portion designated above is the date of issuance established by this Certificate, which is also the date of commencement of applicable warranties required by the ESPC Documents, except as stated below:

{Identify warranties that do not commence on the date of Substantial Completion, if any, and indicate their date of commencement}

| | | | |
|-----------------------|--|--------------|----|
| Warranty | | Date | of |
| | | Commencement | |
| [Equipment A, if any] | | | |

CUSTOMER'S
REPRESENTATIVE

BY (Signature)

DATE OF ISSUANCE

A list of items to be completed or corrected is attached hereto. The failure to include any items on such a list does not alter the responsibility of WES to complete all Work in accordance with the ESPC Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment.

The estimated cost of work that is incomplete or defective: \$ 0.00

WES will complete or correct the Work on the list of items attached hereto within [] days from the above date of Substantial Completion:

WES BY (Signature) DATE

The Customer accepts the Work or designated portion as Substantially Complete and will assume full possession thereof on the above date of Substantial Completion. Customer assumes responsibility for security, maintenance, heat, utilities, damage to the Work and insurance.

CUSTOMER BY (Signature) DATE

SCHEDULE 1-C

CERTIFICATE OF ACCEPTANCE – FINAL COMPLETION

Scope of Work A {Identify the Work, or portion thereof per the schedule of values, that is Finally Complete}

This is to certify that a final inspection of the Scope of Work identified above has been conducted jointly by WES and [CUSTOMER NAME], and that the Parties have determined that such Scope of Work has been fully completed in accordance with the ESPC Documents. All guarantees and warranties that have not commenced previously will commence as of the date of completion below.

Customer accepts the applicable Scope of Work as being fully completed and assumes all responsibility for the corresponding Premises. Customer will promptly record a notice of completion or notice of acceptance in the office of the county recorder in accordance with California Civil Code §9204. WES remains responsible for correcting errors and omissions discovered subsequent to the execution of this document and to respond to claims made under applicable warranties.

WES

CUSTOMER

Signed _____

Signed _____

Name _____

Name _____

Title _____

Title _____

EXHIBIT 2

FORM OF ENERGY SAVINGS GUARANTEE¹

{NOTE: this schedule is added by the Energy Savings Guarantee. Retain the paragraph immediately below at the time originally issuing this Contract (when entering into the IGA). All other content to be defined at the time of the Energy Savings Guarantee}

[This Schedule is added as part of the Energy Savings Guarantee]

Exhibit 2-1. GUARANTEE PHASE CONTRACT SUM

(a) Customer will pay WES annual payments for Guarantee Phase services for the corresponding Scope of Work in the amounts listed below, subject to Schedule B and any other applicable terms of this Energy Savings Guarantee:

| | |
|-----------------------|--|
| Year One: | \$0.00 (included in Construction Phase Contract Sum) |
| Year Two: | \$XX,XXX |
| Year Three: | Year two price modified by the change, up or down, in CPI since the beginning of the year two agreement. |
| Year Four and Beyond: | Prior year modified by the last 12 months change, up or down, in CPI. |

(b) Customer may cancel the applicable Guarantee Phase services on any anniversary of the commencement of such Guarantee Services, or at the end of Customer’s fiscal year. If Customer cancels these services, WES reserves the right to cancel the corresponding Energy Savings Guarantee as outlined in this Exhibit 2.

Exhibit 2-2. CUSTOMER’S COMPLIANCE WITH FACILITIES MAINTENANCE CHECKLIST

(a) The Parties acknowledge and agree that WES has entered into this Contract in reliance upon the prospect of earning compensation, as set forth on Exhibit B and Exhibit 2-1.

(b) The Parties further acknowledge and agree that any guaranteed energy savings would not likely be obtained unless certain procedures and methods of operation designed for energy savings conservation will be implemented and followed by Customer on a regular and continuous basis.

(c) Customer agrees that it will adhere to, follow and implement the energy conservation procedures and methods of operation to be set forth in Schedule 1-A-5.

(d) Customer agrees that WES will have the right once a month, with prior notice, to inspect the Premises to determine if Customer is complying, and has complied, with its obligations as set forth above in Exhibit 2-2(c). For the purpose of determining Customer’s compliance, the checklist to be set forth on Schedule 1-A-6, as completed and recorded by WES during its monthly inspections, will be used to measure and record Customer’s compliance. Customer will make the Premises available to WES for and during each monthly inspection and will have the right to witness each inspection and the recordations on the checklist.

Exhibit 2-3. UPGRADING OR ALTERING CUSTOMER’S EQUIPMENT

¹ NTD: Use only for savings guarantees for a building or facility.



(a) Subject to Customer's prior written approval, which shall not be unreasonably withheld, WES will at all times have the right (but not the obligation) to change the Equipment, revise any procedures for the operation of the Equipment or implement other energy saving actions for the Premises, *provided* that:

(1) WES complies with the standards of comfort and services set forth in Schedule 1-A-3;

(2) such modifications or additions to, or replacement of, the Equipment, and any operational changes or new procedures, are necessary to enable WES to achieve the energy savings for the Premises; and

(3) any cost incurred relative to such modifications, additions or replacement of the Equipment, or operational changes or new procedures will be the responsibility of WES.

(b) All modifications, additions or replacements of the Equipment or revisions to operating or other procedures will be described in a supplemental Schedule(s) to be provided to the Customer for approval, which shall not be unreasonably withheld, *provided* that any replacement of the Equipment will be new and have equal or better potential to reduce energy consumption for the Premises than the Equipment being replaced. WES will update any and all software to be used in connection with the Equipment in accordance with the provisions of Section 10.1. All replacements of and alterations or additions to the Equipment will become part of the Equipment described in the Scope of Work and will be covered by the provisions and terms of Exhibit 1-9.

Exhibit 2-4. MATERIAL CHANGES

(a) Material Changes Defined. A Material Change will include any change in or to the Premises, whether structural, operational or otherwise in nature which reasonably could be expected, in the reasonable judgment of WES, to increase or decrease annual energy consumption in accordance with the provisions and procedures set forth in Schedule 2-B, by at least 0.5% after adjustments for climatic variations. Actions by the Customer which may result in Material Change include but are not limited to the following:

- (1) manner of use of Premises by the Customer; or
- (2) hours of operation for the Premises or for any equipment or energyusing systems operating at the Premises; or
- (3) permanent changes in the comfort and service parameters set forth in Schedule 1-A-3; or
- (4) occupancy of the Premises; or
- (5) structure of the Premises; or
- (6) types and quantity of equipment used at the Premises; or
- (7) modification, renovation or construction at the Premises; or
- (8) the Customer's failure to provide maintenance of or repairs to the Equipment in accordance with Schedule 1-A-5; or
- (9) any other conditions, other than climate, affecting energy use at the Premises.

(b) Reported Material Changes; Notice by Customer. The Customer will use its best efforts to deliver to WES a written notice describing all actual or proposed Material Changes in the Premises or in the operation of the Premises at least thirty (30) days before any actual or proposed Material Change is implemented or as soon as is practicable after an emergency or unplanned event. Notice to WES of Material Changes caused by a bona fide emergency or other situation which precludes advance notification will be deemed sufficient if given by the Customer within thirty (30) hours after having actual knowledge that the event constituting the Material Change occurred or was discovered by the Customer to have occurred.

(c) Unreported Material Change. In the absence of any Material Changes in the Premises or in their operations, the baseline energy consumption as set forth in Schedule 2-A should not change more than two percent (2%) during any month from the projected energy use for that month, after adjustments for changes in climate conditions. Therefore, if energy consumption for any month as set forth in Schedule 2-A deviates by more than two percent (2%) from the energy consumption of the same month of the preceding year after adjustments for changes to climatic conditions, then such deviation will be timely reviewed by WES to ascertain the cause of deviation. WES will report its findings to the Customer in a timely manner and WES will determine what, if any, adjustments to the baseline will be made in accordance with the provisions set forth in Schedule 2-B.

Exhibit 2-5. GUARANTEED ENERGY SAVINGS

(a) WES guarantees that Customer will save [●] kWh, [●] therms, and [●] gallons of water annually during a [●]-year Guarantee Term {for projects without PV installations- delete if PV scope is included}.

(b) WES guarantees that Customer will save or produce [●] kWh, [●] therms, and [●] gallons of water in Year 1. The PV generation is expected to degrade by 2.0% in the first year of operation, and then 0.5% per year after that. The total guaranteed savings/production accounting for this degradation are shown below:

Insert annual savings table from DER tool here

{for projects without PV installations – delete if PV isn’t included}

{Use this section if Option A savings is to be used}

(1) International Performance Measurement and Verification Protocol Option A – Partially Measured Retrofit Isolation will be utilized to verify Energy Savings of [●] kWh within the facilities. Energy consumption in Customer’s Premises following the completion of the Scope of Work will be compared to baseline energy consumption in Customer’s Premises as described in Schedule 2-B.

{End of selection}

{Use this section if Option B savings is to be used}

(2) International Performance Measurement and Verification Protocol Option B – Fully Measured Retrofit Isolation will be utilized to verify annual electric production of [●] kWh from the Solar PV measure following the completion of the Scope of Work in Year 1. This guarantee comprises 95% of the total estimated generation from the PV measure, as well as a 2.0% degradation rate for the module’s first year. The guaranteed savings for subsequent years will be derated by 0.5% annually to account for normal degradation of the PV system. Post installation energy consumption will be compared to baseline energy consumption as described in Schedule 2-B. Guaranteed solar PV production is shown in the following table:

Insert Solar Production Table here:

{End of selection}

{Use this section if Option C savings is to be used}

(3) International Performance Measurement and Verification Protocol Option C – Whole Facility will be utilized to verify annual savings of \$[●]. Energy consumption in Customer’s Premises following the completion of the Scope of Work will be compared to baseline energy consumption in Customer’s Premises as described in Schedule 2-B.

{End of selection}

{Use this section if Option D savings is to be used}

(4) International Performance Measurement and Verification Protocol Option D – Calibrated Simulation will be utilized to verify annual savings of \$[●]. Modeled energy consumption in Customer’s Premises following the completion of the Scope of Work and during the baseline period will be compared using a calibrated energy savings model taking into account, among other things, building parameters, including building geometry, envelope, HVAC systems as described in Schedule 2-B.

{End of selection}

(5) Customer and WES agree that an additional energy savings of \$[●] annually is achieved as guaranteed at [specific facility name if used]. No further tracking or monitoring of this savings will take place.

(6) Customer and WES agree that annual maintenance savings of \$[●] is achieved as guaranteed. No further tracking or monitoring of this savings will take place

Exhibit 2-6. Savings Reporting and Reconciliation. No more than eighteen (18) months following Final Completion, WES will provide to Customer a savings report identifying the Actual energy savings achieved during the installation period as well as a period of twelve (12) consecutive months during this period following Final Completion. The total Actual energy savings and Energy Savings Guarantee are defined as:

(a) Actual Energy Savings = Construction Period Savings + Performance Period Savings x Guarantee Term

Where: Performance Period savings is savings from a period of twelve (12) consecutive months during the period following Final Completion

(b) Energy Savings Guarantee = Annual Guarantee Amount x Guarantee Term

{Use this section if shared savings is not to be used}

(c) In the event that the Actual Energy Savings is in excess of the energy Savings Guarantee, the energy Savings Guarantee will be deemed satisfied. No further tracking will be conducted by WES, nor will any additional services be performed.

{End of selection}

{Use this section if shared savings is to be used}

(d) In the event that the Actual energy savings is in excess of the energy Savings Guarantee, WES will have the following options:

(1) The energy Savings Guarantee will be deemed satisfied. No further tracking will be conducted by WES, nor will any additional services be performed.

(2) In the event that the Actual energy Savings is in excess of the Projected Savings amount of \$[●], Customer will pay WES [●] percent ([●]%) of the full amount of the difference between the Actual energy savings and the Projected Savings for the 12-month guarantee period, as described in Schedule 2-B. In addition, WES will, at its discretion, either:

(A) Continue to track savings for the twelve (12) months immediately following the previous 12-month guarantee period. In this case, at this 12-month period’s conclusion, WES will have the options described in Exhibit 2-6(d)(1) or Exhibit 2-6(d)(2) above; or

(B) Discontinue tracking of the energy and water savings. In this case, the Energy Savings Guarantee will be deemed satisfied and no additional services will be provided.

{End of selection}

(e) In the event that Actual energy savings falls short of the Energy Savings Guarantee, WES will reimburse Customer for the full amount of the difference between the Actual Energy and the Energy Savings Guarantee, as described in Schedule 2-B, for the consecutive 12-month period identified. In addition, WES will, at its discretion, perform one of the following actions:

(1) Reimburse Customer for all remaining 12-month periods remaining in the Guarantee Term. The reimbursement for the remaining 12-month periods in the Guarantee Term will use an annual five percent (5%) discount rate to account for the present value of the funds being reimbursed.

(2) Continue to track savings for the 12 months immediately following the previous 12-month guarantee period. At the conclusion of this 12-month term Guarantee Term, WES will provide to Customer a savings report identifying the Actual Energy Savings achieved during the Term.

(A) In the event that the most recent Actual Energy Savings is in excess of the Energy Savings Guarantee, the Energy Savings Guarantee will be deemed satisfied. No further tracking will be conducted by WES, nor will any additional services be performed.

(B) In the event that additional savings above guarantee are achieved in any year during the guarantee period, these savings can be used to offset shortfalls in savings in other years. If WES has written a savings shortfall check to the Customer, and later Total Dollar Savings exceed the annual guarantee amount, Customer will reimburse WES up to the amount of WES's shortfall check, to the extent that the shortfall is made up by savings in excess of the guarantee.

(C) In the event that the most recent Actual Energy Savings falls short of the Energy Savings Guarantee, WES will reimburse Customer for the full amount of the difference between the Actual Energy and the Energy Savings Guarantee for the consecutive 12-month period identified. In addition, WES will, at its discretion, perform one of the actions described in Exhibit 2-6(e)(1) or Exhibit 2-6(e)(2) above.

Exhibit 2-7. Utility Rates Used to Calculate Savings. The utility rates listed in the table below will be used to determine:

(a) The amount of dollar savings achieved each year for purposes of measuring the program's performance relative to the Energy Savings Guarantee and

(b) The dollar amount that WES will compensate the Customer in the event that there is an Energy shortfall

Table 1 - Utility Rates used for determining Actual Energy

| Program Year | Electric Rate | Natural Gas | [Water] |
|--------------|--|------------------------|-----------------------|
| 0 | <p>[\$[●] / kWh (all months)]</p> <p>[\$[●] / billed kW]</p> | <p>[\$[●] / Therm]</p> | <p>[\$[●] / kGal]</p> |
| Future Years | Year zero rate adjusted for current year's CPI or future year's actual rate, whichever is greater. | | |

Notes:

Exhibit 2-8. Requirements of Customer: To facilitate successful achievement of the Energy Savings Guarantee, Customer agrees to:

(a) Provide utility data for the meters listed in Schedule 2-A to WES within thirty (30) days of receiving such information from utility providers. Failure to provide data within this timeframe will void the Energy Savings Guarantee.

(b) Provide WES access to all buildings covered under the Guarantee; all temperature control and energy management systems which control part or all of the buildings covered under the Guarantee; personnel with responsibility for operating and/or managing any of the above buildings; and construction documents, equipment inventories, and other documents that may be helpful in evaluating a cause for adjustment.

SCHEDULE 2-A

BASELINE ENERGY CONSUMPTION

{NOTE: this schedule is added by the Energy Savings Guarantee. Retain the paragraph immediately below at the time originally issuing this contract (when entering into the IGA). All other content to be defined at the time of the Energy Savings Guarantee}

[This Schedule is added as part of the Energy Savings Guarantee]

An accurate measurement of Baseline is necessary to facilitate accurate measurement and verification of the Energy Savings Guarantee. Baseline conditions generally include physical, operational, and energy and water use data on the facility and systems. This Schedule identifies baseline performance and operating factors that influence energy consumption, and how their values will be determined through observations and measurements. The Schedule also demonstrates the calculated Baseline for the Customer's Premises. This Baseline will be used to determine whether Actual Energy exceeds or falls short of the Energy Savings Guarantee.

{Use this section if Option A is to be used}

Schedule 2-A-1. Lighting Retrofits: Retrofit existing fluorescent, incandescent, and HID lighting fixtures with more efficient LED lamps and fixtures. Savings will result from reduced fixture power consumption. Operating hours are not affected by this ECM.

(a) M&V Option: IPMVP Option A – Partially Measured Retrofit Isolation

(b) Applicable Interior Lighting ECMs. The following facilities will utilize this M&V methodology for the purposes of measuring interior lighting energy savings.

(c) Applicable Outdoor Lighting ECMs. The following facilities will utilize this M&V methodology for the purposes of measuring outdoor lighting energy savings.

(d) Definition of Baseline. The baseline is that set of parameters that describes the lighting energy and power during the baseline year for the lighting fixtures being retrofitted and/or replaced.

(e) Energy Baseline Development. During the IGA Phase, which took place during [●], a series of comprehensive lighting audits were completed. Room-by-room inventories of fixture counts, types, and circuits were made. These inventories of all existing lighting equipment are provided in the Lighting Inventory & Savings document located in the appendix. In all cases, burned out fixtures and lamps are noted in the room-by-room inventory. During the survey, [●]% of fixtures had one or more burned out lamps or ballasts. This was accounted for in the baseline and in the savings calculations by not accounting for energy use for these burned out lamps. Additional measurements will be performed during construction prior to installing new lighting systems. The data includes:

- (1) Lamp types
- (2) Light levels (foot candles) measured at desk height in the approximate center of the space, where measurement was feasible (appendix)
- (3) Sampling of electricity demand (kW) spot measurements for each electrically significant fixture configuration in accordance with the IPMVP M&V Guidelines to provide 80% confidence and 20% precision (Appendix)
- (4) Burn hours based on building operating hours and space types (Appendix)
- (5) Areas where upgrades were not needed (Appendix)
- (6) Areas that were grossly over-lit or under-lit (Appendix)

(f) Baseline Energy consumption. Samples of the most common fixture types will be measured to determine the fixture power consumption under actual operating conditions.

(1) Fixture Energy consumption:

$$LCB = \sum \text{Pre-Retrofit System Consumption}$$

Where,

$$\sum \text{Pre-Retrofit System Consumption} = \sum (\text{Measured Fixture Watts} \times \text{Annual Operating Hours})$$

LCB = Lighting Baseline Electrical Consumption (Lighting specific, Includes interior and exterior lighting)

(2) Fixture Power Demand:

$$LDB = \sum \text{Pre-Retrofit System Power} \times 12 \text{ months}$$

Where,

$$\sum \text{Pre-Retrofit System Power} = \sum (\text{Measured Fixture Watts} \times \text{Diversity Factor})$$

LDB = Annual Lighting Baseline Electrical Demand (Lighting specific, Includes interior and exterior lighting)

Diversity Factor = Percentage of time the fixtures are on when the peak demand is set (stipulated)

(3) Air Conditioning Consumption: Electrical consumption associated with the cooling load generated from lighting.

$$ACB (kWh) = \frac{LCB}{COP}$$

Where,

ACB = Baseline air conditioning electrical consumption associated with lighting

COP = Coefficient of Performance of the cooling system (assumed)

(4) Air Conditioning Demand: Electrical demand associated with the cooling load generated from lighting.

$$ADB (kW) = \frac{LDB \times \text{No. Cooling Months}}{12 \frac{\text{months}}{\text{yr}} \times COP}$$

Where,

ADB = Annual baseline air conditioning electrical demand associated with lighting

COP = Coefficient of Performance of the cooling system (assumed)

(5) Heating Fuel Baseline: Heating fuel consumption offset by the heat contributed to the space from lighting.

$$HCB (\text{therms}) = \frac{LCB \times \text{No. Heating Months} \times 3412 \text{ Btu/kWh}}{12 \frac{\text{months}}{\text{yr}} \times 100,000 \frac{\text{Btu}}{\text{Therm}} \times \text{Heating Efficiency}}$$

Where,

HCB = Baseline lighting contribution space heat that offsets heating system load

Heating Efficiency = Efficiency of the heating system (assumed)

(6) Stipulated Variables.

(A) Annual Operating Hours – Run hours for light fixtures will not be measured; operating hours are based on typical hours of occupancy for each space type. See next section for details.

(B) Demand Factor – Demand Factor is stipulated based on typical probabilities that a given room type will be illuminated when the building's peak demand is set for each month.

(C) Coefficient of Performance of the cooling system – Published efficiency data is used for cooling systems in each building. Impact of this variable does not justify the cost to measure.

(D) Heating System Efficiency – Published efficiency data is used for heating systems in each building. Impact of this variable does not justify the cost to measure

(E) Run hours for light fixtures will not be measured; operating hours are based on typical hours of occupancy for each space type.

(g) Baseline Measurements and Sample Sizes. Baseline power (Watt) measurements will be performed during the Construction and Installation Period prior to modifying, retrofitting or replacing the lighting systems being measured. Quantities and locations of measurements will be determined utilizing the IPMVP Guidelines for Partially Measured Retrofit Isolation. Sample sizes will meet a confidence of at least 80% and a precision of 20%.

Schedule 2-A-2. Plumbing Retrofits: Retrofit and replace existing water closets, urinals, faucet moderators, showerheads, xxxxxxx and xxxxxxx with low flow fixtures. Savings will result from reduced water consumption.

(a) M&V Option: IPMVP Option A – Partially Measured Retrofit Isolation Definition of Baseline

(b) Definition of Baseline: The baseline is that set of parameters that describes the water consumed during the baseline year by the plumbing fixtures being retrofitted and/or replaced.

(c) Water Baseline Development: During the IGA Phase, which took place during [●], a series of comprehensive plumbing fixture audits were completed. Room-by-room inventories of fixture counts and types were made. These inventories of all existing plumbing fixtures are provided in the Plumbing Fixture Inventory & Savings document located in the appendix.

(d) Fixture Water Consumption: Samples of the most common fixture types will be measured to determine the fixture water consumption under actual operating conditions.

$$WB = \sum \text{Pre-Retrofit System Consumption}$$

Where,

$$\sum \text{Pre-Retrofit System Consumption} = \sum (\text{Measured Fixture Consumption} \times \text{Annual Utilization})$$

WB = Baseline Water Consumption (Plumbing Fixture specific, Includes fixtures proposed to be retrofitted or replaced)

(e) Stipulated Variables; Annual Utilization. Usage frequency for water closets and urinals and use frequency and per-use duration for faucets and showerheads will not be measured; utilization is based on typical values for each building function and use.

(f) Baseline Measurements and Sample Sizes. Baseline measurements of fixture consumption that includes flush volume for water closets and urinals and flow rates for faucets and showerheads will be performed during the Construction and Installation Period prior to modifying, retrofitting or replacing the plumbing fixtures being measured. Quantities and locations of measurements will be determined utilizing the IPMVP Guidelines for Partially Measured Retrofit Isolation. Sample sizes will meet a confidence of at least 80% and a precision of 20%.

{End of Selection}

{Use this section if Option B is to be used}

Schedule 2-A-3. Solar PV: Install Solar PV at one site.

(a) M&V Option: IPMVP Option B – Fully Measured Retrofit Isolation

(b) Applicable Locations. The following facilities will utilize this M&V methodology for the purposes of measuring PV generation.

- (1) Building 1
- (2) Building 2
- (3) Building 3

(c) Definition of Baseline. The baseline is that set of parameters that describes the PV generation during the baseline year.

Energy and Water Baseline Development. The baseline consumption of any new PV installation is defined as the energy performance of the facility prior to the installation of this ECM. Sites with no prior PV installations have a baseline of zero production.

{End of Selection}

{Use this section if Option C savings is to be used}

Schedule 2-A-4. Facility-Wide Energy Improvements. Energy savings for all energy conservation measures, and their interactive effects, in the buildings listed below will be measured at the buildings’ main electric and gas meters (“*Guarantee Meters*”). These Guarantee Meters account for all energy use of these facilities.

Table 2 – Buildings Covered by Guarantee Meters

| Building | Area | Comments |
|----------|------|----------|
| | | |
| | | |
| | | |

(a) M&V Option: IPMVP Option C – Whole Facility Measurement. Option C was selected because multiple energy conservation measures (ECMs [or WCMs]) are included in the Project, and may have interactive effects.

(b) Definition of Baseline.

(1) The baseline is that set of parameters that describes both the energy consumed in the Baseline Year and the conditions that caused that consumption to occur. This set of parameters includes utility consumption, facility use information, weather data and other information as may be necessary to describe the base year conditions. Customer agrees to accept modifications to this baseline, as outlined in Schedule 2-B, that are necessary to account for changes in the facilities and their use which may have occurred prior to the execution of this Contract but come to the attention of WES after the execution of this Contract or,

(2) The Baseline Year is the time period of time that establishes the pre-retrofit conditions used as the point of reference for determining guaranteed savings. The guarantee period is any one or more billing periods during the term of the guarantee during which guaranteed savings are measured.

(c) Energy Baseline Development: A detailed energy, and facility survey was performed for each building during [●]. Baseline parameters, including utility consumption, facility use information, equipment inventory and weather data were obtained. Baseline parameters related to utilities and building operation are outlined below. Inventories of all existing energy consuming equipment are provided in the Energy-Consuming Equipment Inventory document located in the appendix.

(1) Guarantee Meters: The following meters will be used to measure actual energy consumption for both the Baseline Year and guarantee periods:

| Meter Name | Meter Number | Account Number | Utility Co. | Rate | Units |
|------------|--------------|----------------|-------------|------|-------|
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

*** Note:**

(2) Baseline Period: The baseline period is any consecutive 12-month period within the 24-month period immediately preceding the Construction Period. This period will be selected by WES and presented to the Customer with the first savings report or within 180 days of Final Completion, whichever comes first.

(3) Weather Source: Data used for weather conditions will be Daily High-Low Temperatures obtained from the National Weather Service Station at [●]. In the event the specified weather station is de-activated, weather data will be collected from the nearest weather station with suitable observations. If the data source becomes unavailable or a superior source is identified, WES may select an alternative data source with Customer’s approval.

(d) Baseline Building Operation: The following provides documentation of the use and operational parameters of each building during the Baseline Year. These descriptions are intended to provide a basic description of some, not all, of the conditions that caused that Baseline Consumption to occur. Material Changes in these conditions, along with others, can be used as causes for adjustment to the baseline as described in Schedule 2-B.

(1) Annual Calendar

| Building | Week Days | Saturdays | Sundays | Holidays/ Exceptions |
|----------|-----------|-----------|---------|-------------------------|
| | | | | |
| | | | | |

Annual Day Definitions:

Weekday: Monday through Friday except Holidays

Saturdays: Saturdays except Holidays

Sundays: Sundays except Holidays

Exceptions/Holidays: Martin Luther King, Jr. Day, President’s Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Thanksgiving, Day After Thanksgiving, Christmas, New Year’s Day, or other day scheduled closed

(2) Occupancy Schedules for each building

| Building/Space Types | Work Day | Saturday | Sunday | Holiday |
|----------------------|----------|----------|--------|---------|
| | | | | |
| | | | | |

(3) Energy Consuming Equipment Use: HVAC systems generally come on one hour before the space served is occupied. The equipment is scheduled off at the end of the occupied period. Other energy consuming equipment follow occupancy schedules.

(e) Baseline Energy Consumption (or Demand):

(1) Baseline Energy Consumption = \sum Tracked Utility Meters’ Consumption \pm Baseline Adjustments

(f) Basis for Adjustment: Savings are to be reported as “cost avoidance,” under reporting period conditions. Baseline period energy will be adjusted to reporting period conditions, using the following IPMVP equation:

(1) Baseline Adjustment = $\sum \pm$ Routine Adjustment to reporting period conditions \pm Non-Routine Adjustments to reporting-period conditions

Where:

Routine Adjustments include, but are not limited to, weather and billing period length

Non-Routine Adjustments include changes in key conditions from the baseline period to the reporting period, including, but not limited to, occupancy; hours of operation; changes to building function and use; changes to operation, capacity or quantity of equipment or systems within the facility; and additions to the building.

(g) Baseline Measurements: Monthly utility consumption and demand will be obtained from the utility bills for the Guarantee Meters.

{End of Selection}

{Use this section if Option D savings is to be used}

Schedule 2-A-5. Facility-Wide Energy Improvements: Energy savings for all ECMs [and WCMs], and their interactive effects in the buildings listed below, will be determined using calibrated computer simulation models. Computer simulation is a powerful tool that allows an experienced user to model the building and mechanical systems in order to predict building energy use both before and after the installation of energy conservation measures.

Table 3 - Buildings Utilizing Calibrated Simulation Models

| Building | Area | Comments |
|----------|------|----------|
| | | |
| | | |

(a) M&V Option: IPMVP Option D – Calibrated Simulation. Option D was selected because multiple energy conservation measures (ECMs) are included in the Project, and may have interactive effects.

(b) Simulation Program: The software that will be utilized to develop a calibrated simulation of the Customer’s Premises during the baseline as well as simulating the effect of the Energy Conservation Opportunities (ECMs) implemented by WES will be eQUEST (Quick Energy Simulation Tool), a Department of Energy (DOE) supported program common in the industry.

(c) Definition of Baseline:

(1) The baseline is that set of modeled parameters that describes both the energy consumed in the Baseline Year and the conditions that caused that consumption to occur. This set of parameters includes building physical and thermal properties, energy consuming equipment and system parameters, space temperature setpoints and schedules, facility use and occupancy schedules, and other information as may be necessary to simulate base year conditions.

(2) The Baseline Year is the time period of time that establishes the pre-retrofit conditions used as the point of reference for determining guaranteed savings. The guarantee period is any one or more billing periods during the term of the guarantee during which guaranteed savings are measured.

(d) Energy Baseline Development:

(1) A detailed energy and facility survey was performed for each building during [●]. Baseline parameters, including physical properties of the facility, equipment and system types and efficiencies, and control sequences were obtained and will be used to construct a computer energy simulation. This model, using actual weather data, will be calibrated to match actual utility usage during the baseline period. Once calibrated, the model will be run with TMY3 (Typical Meteorological Year) weather data to reflect an average year’s weather. The month-by-month energy use and demand output of this model will be used for the Baseline Energy consumption for the purposes of calculating Energy . Some of the baseline parameters that will be used in the model are outlined below.

(A) Calibration Meters: The following meters will be used to calibrate the baseline model.

| Building & Meter | Meter Number | Account Number | Utility Co. | Rate | Units |
|------------------|--------------|----------------|-------------|------|-------|
| | | | | | |
| | | | | | |

(B) Baseline Period: The baseline period is any consecutive 12-month period within the 24-month period immediately preceding the Construction Period. This period will be selected by WES and presented to the Customer with the savings report.

(C) Baseline Weather: Baseline weather data is input into the Calibrated Baseline Energy and Water Model for the purpose of comparing the model’s resulting baseline energy and water consumption with actual utility bills. TMY3 (Typical Meteorological Year) weather data is then used in the model to arrive at a baseline energy and water consumption that reflects and typical year’s weather.

(D) Baseline Building Operation: The following provides documentation of the use and operational parameters of each building during the Baseline Year. These descriptions are intended to provide a basic description of some, not all, of the conditions that caused that Baseline Consumption to occur.

(i) Annual Calendar

| | Week Days | Saturdays | Sundays | Holidays/ Exceptions |
|--|-----------|-----------|---------|-------------------------|
| | | | | |
| | | | | |

Annual Day Definitions:

Weekday: Monday through Friday except Holidays

Saturdays: Saturdays except Holidays

Sundays: Sundays except Holidays

Exceptions/Holidays: Martin Luther King, Jr. Day, President’s Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Thanksgiving, Day After Thanksgiving, Christmas, New Year’s Day, or other day scheduled closed

(ii) Occupancy Schedules for each building

| Building/Space Types | Work Day | Saturday | Sunday | Holiday |
|----------------------|----------|----------|--------|---------|
| | | | | |

| | | | | |
|--|--|--|--|--|
| | | | | |
|--|--|--|--|--|

(iii) Energy and Water Consuming Equipment Use: HVAC systems generally come on one hour before the space served is occupied. The equipment is scheduled off at the end of the occupied period. Other energy and water consuming equipment follow occupancy schedules.

(E) Baseline Calibration: Calibration of the baseline is achieved by verifying that the simulation model reasonably predicts the energy use of the facility during the Baseline Period. This is performed by comparing model results that reflect the building(s) to a set of utility bills for the Baseline Period, including consumption and demand. Main steps in the simulation and calibration process are listed below:

(i) Baseline building parameters, including building geometry, envelope, HVAC systems, etc. are input and documented.

(ii) Parameters were gathered from facility walkthroughs, interviews with facilities staff and administration, and building blueprints.

(iii) Initial simulation output is checked with standard indices for building performance to confirm model is reasonable.

(iv) Energy, and demand results of the model are compared with baseline metered data, on a monthly basis.

(v) Input data is revised and additional simulations are performed until the simulation closely matches (less than 15% total deviation) the facility's baseline.

(vi) Once calibrated, the model will be run with TMY3 (Typical Meteorological Year) weather data to reflect an average year's weather.

(e) Baseline Energy consumption (or Demand): The month-by-month energy use and demand output of the Calibrated Baseline Model run with TMY3 weather.

(f) Baseline Measurements: Monthly utility consumption and demand will be obtained from the utility bills for the utility meters used to calibrate the baseline energy model.

SCHEDULE 2-B

SAVINGS MEASUREMENT & CALCULATION FORMULAE METHODOLOGY TO ADJUST BASELINE

{NOTE: this schedule is added by the Energy Savings Guarantee. Retain the paragraph immediately below at the time originally issuing this contract (when entering into the IGA). All other content to be defined at the time of the Energy Savings Guarantee}

[This Schedule is added as part of the Energy Savings Guarantee]

{Use this section if Option A savings is to be used. Modify for appropriate system}

Schedule 2-B-1. Savings Measurement (IPMVP Option A):

(a) International Performance Measurement and Verification Protocol Option A verification techniques measure savings at a system level where key performance factors (e.g., [plumbing fixture flow rate][lighting fixture power]) or operational factors (e.g., [plumbing][lighting] fixture utilization) can be measured during the baseline and post-installation periods. Any factor not measured is estimated based on assumptions, analysis of historical data, or manufacturer's data.

(b) Quantities and locations of measurements will be determined utilizing the IPMVP Guidelines for Partially Measured Retrofit Isolation. Sample sizes will meet a confidence of at least 80% and a precision of 20%.

(1) Water Savings:

$$WS = WSB - WSP$$

Where:

WS = Water and Sewer Units Saved

WSB = Baseline Water and Sewer Consumption

WSP = Proposed Water and Sewer Consumption

For Plumbing fixtures:

$$WSP = WSPTM + WSPTF + WSPU + WSPF$$

Where:

WSPTM = OCC x WD x (1/3 x OPD) x GPFPT x (# of toilets) = Water and Sewer Proposed for Men's Toilets

WSPTF = OCC x WD x OPD x GPFPT x (# of toilets) = Water and Sewer Proposed for Women's Toilets

WSPU = OCC x WD x (2/3 x OPD) x GPFPU x (# of urinals) = Water and Sewer Proposed for Urinals

WSPF = OCC x WD x (1/6 x OPD) x GPMP x (# of faucets) = Water and Sewer Proposed for Faucets

OCC = Number of occupants – (stipulated values)

WD = Average annual days of use – (stipulated values)

OPD = Operations per day – (stipulated values)

GPFPT = Proposed gallons per flush per day for toilets (measured parameter)

GPFPU = Proposed gallons per flush per day for urinals (measured parameter)

GPMP = Proposed gallons per minute for faucets (measured parameter)

$WSB = WSBTM + WSBTF + WSBU + WSBF$

Where:

$WSBTM = OCC \times WD \times (1/3 \times OPD) \times GPFBT \times (\# \text{ of toilets}) = \text{Water and Sewer Baseline for Men's Toilets}$

$WSBTF = OCC \times WD \times OPD \times GPFBT \times (\# \text{ of toilets}) = \text{Water and Sewer Baseline for Women's Toilets}$

$WSBU = OCC \times WD \times (2/3 \times OPD) \times GPFBU \times (\# \text{ of urinals}) = \text{Water and Sewer Baseline for Urinals}$

$WSBF = OCC \times WD \times (1/6 \times OPD) \times GPMB \times (\# \text{ of faucets}) = \text{Water and Sewer Baseline for Faucets}$

OCC = Number of occupants – (stipulated values)

WD = Average annual days of use – (stipulated values)

OPD = Operations per day – (stipulated values)

GPFBT = Baseline gallons per flush per day for toilets (measured parameter)

GPFBU = Baseline gallons per flush per day for urinals (measured parameter)

GPMB = Baseline gallons per minute for faucets (measured parameter)

(2) Energy and Water Calculations Based on Reduced Domestic Hot Water Consumption (if not located in a building served by a guaranteed gas meter):

Water and sewer units saved for faucets will be determined by the following equation:

$WSF = WSBF - WSPF$

Where:

WSF = Water and Sewer Units Saved for Faucets

WSBF = Baseline Water and Sewer Consumption for Faucets

WSPF = Proposed Water and Sewer Consumption for Faucets

Water units requiring heating will be determined by the following equation: $WSFH = 0.3 \times WSF$

Energy units saved will be determined by the following equation:

$E = WSFH \times 8.34 \times \Delta T / \eta$

Where:

E = Energy Units Saved (Btu)

WSFH = Faucet Water Units Requiring Heating (gallons)

0.3 = Percentage of Faucet Water Requiring Heating

8.34 = Weight (lbs) of One Gallon of Water

ΔT = Temperature difference water heater is required to heat water (°F)

η = Efficiency of Water Heater

(3) Lighting Energy Savings:

$$LCS(kWh) = LCB - LCP$$

Where,

LCB = Baseline lighting consumption (kWh)

LCP = Proposed lighting consumption (kWh)

$$LCB = FWB \times OPHRS / 1,000$$

$$LCP = FWP \times OPHRS / 1,000$$

FWB = Baseline Fixture Watts (measured parameter)

FWP = Post-retrofit Fixture Watts (measured parameter)

OPHRS = Fixture Annual Operating Hours (stipulated values)

(4) Lighting Demand Savings:

$$LDS(kW) = LDB - LDP$$

Where,

LDB = Baseline lighting demand (kW)

LDP = Proposed lighting demand (kW)

$$LDB = FWB / 1,000$$

$$LDP = FWP / 1,000$$

FWB = Baseline Fixture Watts (measured parameter)

FWP = Post-retrofit Fixture Watts (measured parameter)

(5) AC Consumption Savings

$$ACS(kWh) = ACB - ACP$$

Where,

ACB = Baseline air conditioning consumption associated with lighting (kWh)

ACP = Proposed air conditioning consumption associated with lighting (kWh)

$$ACB (kWh) = \frac{LCB}{COP}$$

$$ACP (kWh) = \frac{LCP}{COP}$$

LCB = Baseline lighting consumption (kWh)

LCP = Proposed lighting consumption (kWh)

COP = Coefficient of Performance of the cooling system (assumed)

(6) AC Demand Savings

$$ADS(kWh) = ADB - ADP$$

Where,

ACB = Baseline air conditioning consumption associated with lighting (kWh)

ACP = Proposed air conditioning consumption associated with lighting (kWh)

$$ADB (kW) = \frac{LDB \times \text{No. Cooling Months}}{12 \frac{\text{months}}{\text{yr}} \times COP}$$

$$ADP (kWh) = \frac{LDP \times \text{No. Cooling Months}}{12 \frac{\text{months}}{\text{yr}} \times COP}$$

LDB = Baseline annual lighting demand (kW)

LDP = Proposed annual lighting demand (kW)

COP = Coefficient of Performance of the cooling system (assumed)

(7) Heating Fuel Savings

$$HCS(kWh) = HCB - HCP$$

Where,

HCB = Baseline lighting contribution space heat that offsets heating system load

HCP = Proposed lighting contribution space heat that offsets heating system load

$$HCB (therms) = \frac{LCB \times \text{No. Heating Months} \times 3412 \text{ Btu/kWh}}{12 \frac{\text{months}}{\text{yr}} \times 100,000 \frac{\text{Btu}}{\text{Therm}} \times \text{Heating Efficiency}}$$

$$HCP (therms) = \frac{LCP \times \text{No. Heating Months} \times 3412 \text{ Btu/kWh}}{12 \frac{\text{months}}{\text{yr}} \times 100,000 \frac{\text{Btu}}{\text{Therm}} \times \text{Heating Efficiency}}$$

LCB = Baseline lighting consumption (kWh)

LCP = Proposed lighting consumption (kWh)

Heating Efficiency = Efficiency of the heating system (assumed)

{End of Selection}

{Use this section if Option B savings is to be used. Modify for appropriate system}

Schedule 2-B-2. Savings Measurement (IPMVP Option B):

(a) International Performance Measurement and Verification Protocol Option B verification techniques measure savings at a system level where key performance factors load and hours of use are directly measured.

(b) Solar PV: The solar production will be tracked utilizing the system portal. Production data cost impacts will be analyzed using the outlined blended rate.

Schedule 2-B-3. Determination of Dollars Saved.

(a) Total Annual \$ Savings = \sum (Energy/Demand/Water Savings x Contractual Energy/Demand Rates)

Where:

Contractual Energy Rates = Utility rates defined in **Exhibit 2-5**.

{End of Selection}

{Use this section if Option C savings is to be used}

Schedule 2-B-4. Energy and Water Measurement (IPMVP Option C):

(a) International Performance Measurement and Verification Protocol Option C verification techniques measure savings by comparing the post-retrofit overall energy and water use in a building or facility with pre-retrofit Energy and Water Baselines.

(b) Energy and Water = Baseline Energy Usage (including any adjustments) – Guarantee Period Consumption

Where:

Guaranteed Period Consumption = \sum Tracked Utility Meters

Baseline Energy Usage = Historical energy and water consumption and demand, modified over time to account for changes to the facility, operation, and weather

Guarantee Period Consumption = Post-retrofit energy and water consumption and demand from Customer utility meters

{End of Selection}

{Use this section if Option D savings is to be used}

Schedule 2-B-5. IPMVP Option D – Calibrated Simulation:

(a) International Performance Measurement and Verification Protocol Option D verification techniques measure savings by comparing the results of an energy model that reflects baseline conditions and is calibrated to baseline utility use with a model that reflects the energy conservation measures being measured.

(b) Energy and Water = Calibrated Simulation Modeled Usage (adjusted to TMY3 weather) – Model Usage When Run with ECMs

Where:

Calibrated Simulation Modeled Usage = Modeled results of energy model that reflects baseline building that is calibrated to actual utility data during the baseline period. This calibrated model is then run with TMY3 weather data to represent an average year's baseline energy and water use.

Model Usage When Run with ECMs – The results of the Calibrated Simulation Model when run with energy conservation measures (ECMs) that were implemented. This model is also run using TMY3 weather data to reflect an average year's performance.

{End of Selection}

Schedule 2-B-6. Determination of Dollars Saved.

(a) Total Annual \$ Savings = \sum (Energy/Demand/Water Savings x Contractual Energy/Demand Rates)

Where:

Contractual Energy Rates = Utility rates defined in [●].

Schedule 2-B-7. Causes for Adjustment to the Baseline.

(a) Implicit in this measurement option is the necessity of identifying and accounting for the effects of changes to the facilities and conditions during the measurement period that are beyond the scope of the measures installed. During the measurement and verification period, all variables must have their energy impact accounted for if the true savings from the energy conservation measure is to be assessed. Following is a partial list of changes that will lead to adjusting the Baseline Energy and water consumption:

- (1) building additions
- (2) changes in operating hours
- (3) remodeling projects
- (4) changes in usage patterns
- (5) equipment replacements

(b) In the event that any change is made to the Customer's Premises that will impact energy and water consumption, Customer will notify WES in writing of such change within 30 days. WES will utilize existing building models used to calculate Baseline Energy and water consumption to update that Baseline Energy and water consumption and determine the impact that any such change will have on Actual Energy and Water and present Customer a written analysis of the effects of the changes. Changes that are long-term or permanent will be reflected in a change to the Baseline Energy and water consumption. Temporary changes that affect energy and water use will be calculated and added to the corresponding month(s) Actual Energy and Water.

(c) Any changes made by WES to the Baseline Energy and water consumption or saving calculations will be presented to Customer for approval. Customer will have 30 days to protest recommended modifications in writing, after which time change will be considered accepted. If Customer protests any recommended modifications, Customer and WES will work together to establish mutually acceptable modifications based on accurate building models showing the impact of changes to facilities.

(d) Weather normalization will be employed to ensure that the impact of actual weather conditions is eliminated from the Energy and Water Guarantee calculations. Normalization will not be utilized to the benefit of either Customer or WES, but will be used solely for the purpose of accurately accounting for the impact on Actual Energy and Water of the Scope of Work implemented in conjunction with this Contract.

Schedule 2-B-8. Measurement and Adjustments Methodology (for IPMVP Option C Savings):

(a) Adjusted Baseline Year consumption is calculated as follows for each fuel type:

Adjusted Base Year Consumption = Weather Independent Consumption + Weather Dependent Consumption + Offset + Use and Modification Adjustments

or

$$Q = C_D \times (T_i - T_{i-1}) + C_H \times HDD_i + C_C \times CDD_i + O_i \pm \sum M_i = E_b \text{ (electric usage)}$$

$$Q = C_D \times (T_i - T_{i-1}) + C_H \times HDD_i + C_C \times CDD_i + O_i \pm \sum M_i = NG_b \text{ (natural gas usage)}$$

Where:

Q = adjusted base year consumption

C_D = a constant representing units of consumption per billing period day as calculated by model

T_i = ending date of current billing period

T_{i-1} = ending date of previous billing period

C_H = a constant representing units of consumption per heating degree day as calculated by model

HDD_i = heating degree days in the current billing period

C_C = a constant representing units of consumption per cooling degree day as calculated by model

CDD_i = cooling degree days in the current billing period

O_i = offset for the current billing period

M_i = other adjustments for the current billing period

(b) Adjusted base year demand is calculated with a slightly different formula as follows:

Adjusted Base Year Demand = Weather Independent Demand + Weather Dependent Demand + Offset + Use and Modification Adjustments

or

$$D_b = D_D \times (T_i - T_{i-1}) + D_H \times HDD_i / (T_i - T_{i-1}) + D_C \times CDD_i / (T_i - T_{i-1}) + O_i \pm \sum M_i$$

Where:

D_b = adjusted base year demand

D_D = a constant representing units of demand per billing period day as calculated by model

D_H = a constant representing units of demand per heating degree day as calculated by model

D_C = a constant representing units of demand per cooling degree day as calculated by model

(1) Weather Independent Consumption: Because utility meters are not always read on the same day of the month, the number of days in a meter's billing period frequently varies. The term, $C_D \times (T_i - T_{i-1})$, in the above equation is used to account for this difference, where $T_i - T_{i-1}$, gives the number of days in the guarantee year billing period. Thus, Weather Independent Consumption is the consumption per day times the number of days in the guarantee year billing period. The approach is identical for demand, except that the term D_D is substituted for C_D .

(2) Weather Dependent Consumption: Change in weather between the base year and guarantee year periods is accounted for with the term, $C_H \times HDD_i + C_C \times CDD_i$. Weather Dependent Consumption is consumption per degree-day times the number of degree-days in the guarantee year billing period. The balance point temperatures used as the basis of degree day calculations will be those that result in the best statistical fit, or highest R^2 value. If the R^2 value is lower than 0.65, the meter will not be weather normalized.

(3) Demand is treated similarly. The exception being that degree-days per day is substituted for total degree-days. This provides a measure of average daily weather intensity.

(4) Offset: Offset is that portion of the energy and water consumption that cannot be accounted for with the Weather Independent and Weather Dependent consumption. It is mostly attributable to seasonal changes in facility use such as summer shutdown and holidays. An Offset figure is defined for each billing period in the base year. Since the guarantee period may overlap two or more base year billing periods, the guarantee period offset will be the weighted average of the base year offset for the corresponding guarantee year period. Offset for the guarantee period is determined with this equation:

$$O_i = O_1 * dG_1/dB_1 + O_2 * dG_2/dB_2 + \dots O_n * dG_n/dB_n$$

Where:

O_i = current guarantee period offset

O_1 = base year period 1 offset

O_2 = base year period 2 offset

O_n = base year period n offset

dG_1 = days in guarantee period that overlap base year period 1

dG_2 = days in guarantee period that overlap base year period 2

dG_n = days in guarantee period that overlap base year period n

dB_1 = days in base year period 1

dB_2 = days in base year period 2

dB_n = days in base year period n

n = number of base year periods overlapped by guarantee year period

(c) Other Adjustments:

Additional adjustments to the base year may be made to compensate for Material Changes defined in clause (a) above. The total adjustment for any given period will be determined with this equation:

$$M_i = Adj_1 + Adj_2 + \dots Adj_n$$

Where:

Adj_1 , Adj_2 and Adj_n are all of the adjustments determined to be necessary for the guarantee period. The sign of the adjustment will be positive when the change will cause an increase in energy and the sign of the adjustment will be negative when the change will cause a decrease in energy. WES will provide an explanation of the derivation of these adjustments to Customer.

Schedule 2-B-9. Adjustments Methodology for Material Changes.

(a) For Adjustments necessitated by Material Changes, the following procedure will be followed:

- (1) Customer will notify WES of planned changes in building use or function.
- (2) WES and Customer will review the changes planned and determine if these changes are likely to cause a change in energy and water use that would exceed the threshold limits defined in Exhibit 2-4. If the expected changes are less than the threshold, the effect will be ignored and no adjustment will be used.

(3) If the changes are expected to raise or lower energy and water consumption more than the threshold limits defined in Exhibit 2-4, the building will be sub-metered by Customer for both pre- and post-use change periods until the effect on energy has been determined.

(A) For changes to existing buildings that are metered, a linear regression will be performed to correlate heating- and cooling-degree days to the pre-change period's energy usage for the building, similar to the procedure performed to adjust the base year for weather. The post-change heating- and cooling-degree days will then be applied to the pre-change regression equation to determine what the post-change period's use would have been if no change had occurred. The difference between this use and the period's actual use will

be, whether positive or negative, used as the adjustment, shown as term “*M*” in the equations in the Measurement and Adjustments Methodology section in this Schedule.

(B) If the entire effect of the change is independently sub-metered, such as the addition of a building on an existing utility service, the sub-metered energy and water use for that building for each guarantee period will be used to determine the baseline adjustment, shown as term “*M*” in the equations in the Measurement and Adjustments Methodology section in this Schedule.

(C) If the method for determining adjustment described in the previous paragraph is agreed to be not appropriate or too complex for a specific adjustment by the Customer and WES, Customer and WES will develop a separate measurement and verification (M&V) plan to track the effect of the building change.

(4) If the changes occur at a time when the impact would affect a fraction of that year’s energy and water use for an existing building or system, the procedure described in the previous section will be performed separately for the year in which the change occurred and the subsequent year to accurately account for the effect of the change in both years. The subsequent year’s adjustment will then be used for all future years.

Schedule 2-B-10. Adjustments for Mild Weather Season During Performance Period.

(a) For performance periods with mild weather season, WES may elect to normalize both the baseline and the Guaranteed Period Consumption for a specific utility to Typical Meteorological Year (TMY3) weather data available for download from the National Renewable Energy Laboratory.

(b) A mild weather season is defined as a heating or cooling season containing fewer heating or cooling degree days than a Typical Meteorological Year, evaluated using TMY3 weather data.

(c) The TMY3 weather data set will be for the weather station defined in [●] or closest station. Methodology used to normalize consumption is defined in Schedule 2-B-9.

(d) The nearest physical weather station is the [●], which will be used to track actual solar irradiance during the performance year. The actual irradiance will be compared against the average TMY3 weather data that was sourced from solar irradiation data modeled by the National Renewable Energy Laboratory (NREL) for the 10 square km grid surrounding the project site. Weather Adjustments will follow the following equation:

$$\text{Weather Adjusted Guarantee} = \text{Simulated Guarantee} * \text{Weather Adjustment Ratio}$$

(e) *Weather Adjustment Ratio* =
$$\frac{\text{Simulated energy using measured irradiance in performance year}}{\text{Simulated energy using average irradiance in a TMY year}}$$



CITY *of* CALABASAS

**CITY COUNCIL
AGENDA REPORT**

MEETING: January 14, 2026

TO: Honorable Mayor and Councilmembers

FROM: Ron Ahlers, Chief Financial Officer

SUBJECT: Amendment to Contract Between the Board of Administration California Public Employees Retirement System and the City Council City of Calabasas

RECOMMENDATION

1. Adopt Resolution No. 2026-1993 Resolution of Intention to Approve an Amendment to Contract Between the Board of Administration California Public Employees Retirement System and the City Council City of Calabasas; and
2. Introduce and conduct first reading of Ordinance No. 2026-421, waiving full reading of the text, authorizing an amendment to the contract between the Board of Administration California Public Employee Retirement System (CalPERS) and the City of Calabasas (City) to provide Section 20903 (two years additional service credit) for local miscellaneous members.

BACKGROUND

Per CalPERS requirements, the City must adopt a Resolution of Intention and an Ordinance to amend the contract between the City and the Board of Administration California Public Employees Retirement System (CalPERS) to allow the change to provide Section 20903 (Two Years Additional Service Credit) for local miscellaneous members.

DISCUSSION

The provision of Section 20903 permits the City to grant certain employees an additional two years of service credit in exchange for their retirement within a specific window of time. The employee must retire from CalPERS in order to receive the two additional years. The City thereby reduces its full-time workforce and decreases (saves) the associated salary plus benefit costs.

There are currently 26 city employees who are eligible to retire from CalPERS. To

be eligible to retire an employee must have a minimum of five years of CalPERS service credit and have celebrated their 50th birthday (Classic) or 52nd birthday (PEPRA).

CalPERS estimates the present value costs of the program to be between 52% and 65% of the annual salary of the employee (age dependent). The costs for this program are delayed by two years and is then added to the City's unfunded accrued liability with CalPERS. The amount is paid to CalPERS over a five-year period, beginning in FY 2028-29.

The process to amend the CalPERS contract is as follows. First is the Resolution of Intention which notifies the citizens about this CalPERS contract amendment and the increase in annual costs and the increase in the unfunded accrued liability. This is the first step in the process to amend the CalPERS contract. CalPERS requires the City to make known these costs in a public meeting, not on the consent calendar. The next step in the process is the first reading of the Ordinance to amend the CalPERS contract; CalPERS requires a minimum of 20 days to elapse between the Resolution of Intention and the approval of the ordinance. The third step is the second reading and approval of the ordinance. The ordinance becomes effective 30 days after approval.

The City will send a listing of job classifications, departments or other organizational units (listing) eligible for the 2-year additional service credit to CalPERS after the resolution is sent. CalPERS states they will provide a cost estimate after 60 days from the receipt of the listing. The City Council then adopts a resolution with the listing and the costs provided by CalPERS and establishes the window period for employees to retire. The window is a minimum of 90 days and a maximum of 180 days. The estimated dates for the implementation are:

| | | |
|--------------|--|-------------------------------------|
| City Council | Resolution of Intention | January 14, 2026 |
| City Council | 1 st Reading Ordinance | January 14, 2026 |
| Staff | Send Resolution to CalPERS | January 20, 2026 |
| Staff | Send Listing of job classifications, etc. to CalPERS | January 20, 2026 |
| City Council | 2 nd Reading Ordinance and approval | February 11, 2026 |
| Staff | Send Ordinance to CalPERS | February 16, 2026 |
| City | Ordinance effective | March 13, 2026 |
| CalPERS | CalPERS provides cost estimate to City | March 21, 2026 |
| City Council | Resolution of Costs and Establish Retirement Window | March 25, 2026 |
| Staff | Retirement Window begins | March 26, 2026 |
| Staff | Retirement Window ends (90 days to 180 days) | June 24, 2026 to September 22, 2026 |

Attached are two memos from CalPERS regarding the two-year additional service credit.

FISCAL IMPACT

The additional cost will post to the City's unfunded accrued liability for the pension plan two years after the implementation of the program, FY 2028-29 and be paid off over a five-year period.

ATTACHMENTS

- A. City Council Resolution No. 2026-1993
- B. Ordinance No. 2026-421
- C. Two Years Additional Service Credit, Government Code Section 20903;
Procedures for Calculation of Estimated Employer Cost
- D. CalPERS Benefit Option: 2 Years Additional Service Credit
- E. Employee Data Listing

RESOLUTION NO. 2026-1993

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CALABASAS, CALIFORNIA, RESOLUTION OF INTENTION TO APPROVE AN AMENDMENT TO CONTRACT BETWEEN THE BOARD OF ADMINISTRATION CALIFORNIA PUBLIC EMPLOYEE RETIREMENT SYSTEM AND THE CITY COUNCIL CITY OF CALABASAS

SECTION 1.

The Public Employees' Retirement Law permits the participation of public agencies and their employees in the Public Employees' Retirement System by the execution of a contract, and sets forth the procedure by which said public agencies may elect to subject themselves and their employees to amendments to said Law.

SECTION 2.

One of the steps in the procedures to amend this contract is the adoption by the governing body of the public agency of a resolution giving notice of its intention to approve an amendment to said contract, which resolution shall contain a summary of the change proposed in said contract.

SECTION 3.

The following is a statement of the proposed change:

To provide Section 20903 (Two Years Additional Service Credit) for local miscellaneous members.

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

SECTION 4. The City Council of the City of Calabasas does hereby give notice of intention to approve an amendment to the contract between said public agency and the Board of Administration of the Public Employees' Retirement System, a copy of said amendment being attached hereto, as an "Exhibit" and by this reference made a part hereof.

SECTION 5. 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 14th day of January 2026.

ATTEST: JAMES BOZAJIAN, Mayor

KRISTY BUXKEMPER, City Clerk APPROVED AS TO FORM:

PAM LEE, City Attorney

Attachment: Exhibit 1 Contract Amendment 2 Years Additional Service Credit



EXHIBIT

California
Public Employees' Retirement System

AMENDMENT TO CONTRACT

Between the
Board of Administration
California Public Employees' Retirement System
and the
City Council
City of Calabasas

The Board of Administration, California Public Employees' Retirement System, hereinafter referred to as Board, and the governing body of the above public agency, hereinafter referred to as Public Agency, having entered into a contract effective January 1, 1993, and witnessed January 6, 1993, and as amended effective June 21, 2024 which provides for participation of Public Agency in said System, Board and Public Agency hereby agree as follows:

- A. Paragraphs 1 through 13 are hereby stricken from said contract as executed effective June 21, 2024, and hereby replaced by the following paragraphs numbered 1 through 13 inclusive:
1. All words and terms used herein which are defined in the Public Employees' Retirement Law shall have the meaning as defined therein unless otherwise specifically provided. "Normal retirement age" shall mean age 55 for classic local miscellaneous members and age 62 for new local miscellaneous members.
 2. Public Agency shall participate in the Public Employees' Retirement System from and after January 1, 1993, making its employees as hereinafter provided, members of said System subject to all provisions of the Public Employees' Retirement Law except such as apply only on election of a contracting agency and are not provided for herein and to all amendments to said Law hereafter enacted except those, which by express provisions thereof, apply only on the election of a contracting agency.

3. Public Agency agrees to indemnify, defend and hold harmless the California Public Employees' Retirement System (CalPERS) and its trustees, agents and employees, the CalPERS Board of Administration, and the California Public Employees' Retirement Fund from any claims, demands, actions, losses, liabilities, damages, judgments, expenses and costs, including but not limited to interest, penalties and attorney fees that may arise as a result of any of the following:
 - (a) Public Agency's election to provide retirement benefits, provisions or formulas under this Contract that are different than the retirement benefits, provisions or formulas provided under the Public Agency's prior non-CalPERS retirement program.
 - (b) Any dispute, disagreement, claim, or proceeding (including without limitation arbitration, administrative hearing, or litigation) between Public Agency and its employees (or their representatives) which relates to Public Agency's election to amend this Contract to provide retirement benefits, provisions or formulas that are different than such employees' existing retirement benefits, provisions or formulas.
 - (c) Public Agency's agreement with a third party other than CalPERS to provide retirement benefits, provisions, or formulas that are different than the retirement benefits, provisions or formulas provided under this Contract and provided for under the California Public Employees' Retirement Law.
4. Employees of Public Agency in the following classes shall become members of said Retirement System except such in each such class as are excluded by law or this agreement:
 - a. Employees other than local safety members (herein referred to as local miscellaneous members).
5. In addition to the classes of employees excluded from membership by said Retirement Law, the following classes of employees shall not become members of said Retirement System:
 - a. **SAFETY EMPLOYEES.**
6. This contract shall be a continuation of the contract of the Agoura Hills and Calabasas Community Center, hereinafter referred to as "Former Agency". The accumulated contributions, assets and liability for prior and current service under the Former Agency's contract shall be merged pursuant to Section 20508 of the Government Code. Such merger occurred June 30, 2024.

7. The percentage of final compensation to be provided for each year of credited prior and current service as a classic local miscellaneous member shall be determined in accordance with Section 21354 of said Retirement Law (2% at age 55 Full).
8. The percentage of final compensation to be provided for each year of credited prior and current service as a new local miscellaneous member shall be determined in accordance with Section 7522.20 of said Retirement Law (2% at age 62 Full).
9. Public Agency elected and elects to be subject to the following optional provisions:
 - a. Section 20965 (Credit for Unused Sick Leave).
 - b. Section 21573 (Third Level of 1959 Survivor Benefits).
 - c. Section 20903 (Two Years Additional Service Credit).
10. Public Agency shall contribute to said Retirement System the contributions determined by actuarial valuations of prior and future service liability with respect to local miscellaneous members of said Retirement System.
11. Public Agency shall also contribute to said Retirement System as follows:
 - a. A reasonable amount, as fixed by the Board, payable in one installment within 60 days of date of contract to cover the costs of administering said System as it affects the employees of Public Agency, not including the costs of special valuations or of the periodic investigation and valuations required by law.
 - b. A reasonable amount, as fixed by the Board, payable in one installment as the occasions arise, to cover the costs of special valuations on account of employees of Public Agency, and costs of the periodic investigation and valuations required by law.
12. Contributions required of Public Agency and its employees shall be subject to adjustment by Board on account of amendments to the Public Employees' Retirement Law, and on account of the experience under the Retirement System as determined by the periodic investigation and valuation required by said Retirement Law.

13. Contributions required of Public Agency and its employees shall be paid by Public Agency to the Retirement System within fifteen days after the end of the period to which said contributions refer or as may be prescribed by Board regulation. If more or less than the correct amount of contributions is paid for any period, proper adjustment shall be made in connection with subsequent remittances. Adjustments on account of errors in contributions required of any employee may be made by direct payments between the employee and the Board.

B. This amendment shall be effective on the _____ day of _____, _____.

BOARD OF ADMINISTRATION
PUBLIC EMPLOYEES' RETIREMENT SYSTEM

CITY COUNCIL
CITY OF CALABASAS

BY _____
MELODY BENAVIDES, CHIEF
PENSION CONTRACTS AND PREFUNDING
PROGRAMS DIVISION
PUBLIC EMPLOYEES' RETIREMENT SYSTEM

BY _____
PRESIDING OFFICER

Witness Date

Attest:

Clerk

PLEASE DO NOT SIGN "EXHIBIT ONLY"

PLEASE DO NOT SIGN "EXHIBIT ONLY"

ORDINANCE NO. 2026-421

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CALABASAS, CALIFORNIA, AUTHORIZING AN AMENDMENT TO THE CONTRACT BETWEEN THE CITY COUNCIL OF THE CITY OF CALABASAS AND THE BOARD OF ADMINISTRATION OF THE CALIFORNIA PUBLIC EMPLOYEES RETIREMENT SYSTEM.

The City Council of the City of Calabasas does ordain as follows:

Section 1.

That an amendment to the contract between the City Council of the City of Calabasas and the Board of Administration, California Public Employees' Retirement System is hereby authorized, a copy of said amendment being attached hereto, marked Exhibit, and by such reference made a part hereof as though herein set out in full.

Section 2.

The Mayor of the City Council is hereby authorized, empowered, and directed to execute said amendment for and on behalf of the City of Calabasas.

Section 3.

This Ordinance shall take effect 30 days after the date of its adoption, and prior to the expiration of ten days from the passage thereof shall be published at least once in the Calabasas Enterprise, a newspaper of general circulation, published and circulated in the City of Calabasas and thenceforth and thereafter the same shall be in full force and effect.

Section 4. Certification

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

PASSED, APPROVED AND ADOPTED this 11th day of February, 2026.

JAMES BOZAJIAN, Mayor

ATTEST:

KRISTY BUXKEMPER, City Clerk

APPROVED AS TO FORM:

PAM LEE, City Attorney

Attachment: Exhibit 1 Contract Amendment 2 Years Additional Service Credit



EXHIBIT

California
Public Employees' Retirement System

AMENDMENT TO CONTRACT

Between the
Board of Administration
California Public Employees' Retirement System
and the
City Council
City of Calabasas

The Board of Administration, California Public Employees' Retirement System, hereinafter referred to as Board, and the governing body of the above public agency, hereinafter referred to as Public Agency, having entered into a contract effective January 1, 1993, and witnessed January 6, 1993, and as amended effective June 21, 2024 which provides for participation of Public Agency in said System, Board and Public Agency hereby agree as follows:

- A. Paragraphs 1 through 13 are hereby stricken from said contract as executed effective June 21, 2024, and hereby replaced by the following paragraphs numbered 1 through 13 inclusive:
1. All words and terms used herein which are defined in the Public Employees' Retirement Law shall have the meaning as defined therein unless otherwise specifically provided. "Normal retirement age" shall mean age 55 for classic local miscellaneous members and age 62 for new local miscellaneous members.
 2. Public Agency shall participate in the Public Employees' Retirement System from and after January 1, 1993, making its employees as hereinafter provided, members of said System subject to all provisions of the Public Employees' Retirement Law except such as apply only on election of a contracting agency and are not provided for herein and to all amendments to said Law hereafter enacted except those, which by express provisions thereof, apply only on the election of a contracting agency.

3. Public Agency agrees to indemnify, defend and hold harmless the California Public Employees' Retirement System (CalPERS) and its trustees, agents and employees, the CalPERS Board of Administration, and the California Public Employees' Retirement Fund from any claims, demands, actions, losses, liabilities, damages, judgments, expenses and costs, including but not limited to interest, penalties and attorney fees that may arise as a result of any of the following:
 - (a) Public Agency's election to provide retirement benefits, provisions or formulas under this Contract that are different than the retirement benefits, provisions or formulas provided under the Public Agency's prior non-CalPERS retirement program.
 - (b) Any dispute, disagreement, claim, or proceeding (including without limitation arbitration, administrative hearing, or litigation) between Public Agency and its employees (or their representatives) which relates to Public Agency's election to amend this Contract to provide retirement benefits, provisions or formulas that are different than such employees' existing retirement benefits, provisions or formulas.
 - (c) Public Agency's agreement with a third party other than CalPERS to provide retirement benefits, provisions, or formulas that are different than the retirement benefits, provisions or formulas provided under this Contract and provided for under the California Public Employees' Retirement Law.
4. Employees of Public Agency in the following classes shall become members of said Retirement System except such in each such class as are excluded by law or this agreement:
 - a. Employees other than local safety members (herein referred to as local miscellaneous members).
5. In addition to the classes of employees excluded from membership by said Retirement Law, the following classes of employees shall not become members of said Retirement System:
 - a. **SAFETY EMPLOYEES.**
6. This contract shall be a continuation of the contract of the Agoura Hills and Calabasas Community Center, hereinafter referred to as "Former Agency". The accumulated contributions, assets and liability for prior and current service under the Former Agency's contract shall be merged pursuant to Section 20508 of the Government Code. Such merger occurred June 30, 2024.

7. The percentage of final compensation to be provided for each year of credited prior and current service as a classic local miscellaneous member shall be determined in accordance with Section 21354 of said Retirement Law (2% at age 55 Full).
8. The percentage of final compensation to be provided for each year of credited prior and current service as a new local miscellaneous member shall be determined in accordance with Section 7522.20 of said Retirement Law (2% at age 62 Full).
9. Public Agency elected and elects to be subject to the following optional provisions:
 - a. Section 20965 (Credit for Unused Sick Leave).
 - b. Section 21573 (Third Level of 1959 Survivor Benefits).
 - c. Section 20903 (Two Years Additional Service Credit).
10. Public Agency shall contribute to said Retirement System the contributions determined by actuarial valuations of prior and future service liability with respect to local miscellaneous members of said Retirement System.
11. Public Agency shall also contribute to said Retirement System as follows:
 - a. A reasonable amount, as fixed by the Board, payable in one installment within 60 days of date of contract to cover the costs of administering said System as it affects the employees of Public Agency, not including the costs of special valuations or of the periodic investigation and valuations required by law.
 - b. A reasonable amount, as fixed by the Board, payable in one installment as the occasions arise, to cover the costs of special valuations on account of employees of Public Agency, and costs of the periodic investigation and valuations required by law.
12. Contributions required of Public Agency and its employees shall be subject to adjustment by Board on account of amendments to the Public Employees' Retirement Law, and on account of the experience under the Retirement System as determined by the periodic investigation and valuation required by said Retirement Law.

13. Contributions required of Public Agency and its employees shall be paid by Public Agency to the Retirement System within fifteen days after the end of the period to which said contributions refer or as may be prescribed by Board regulation. If more or less than the correct amount of contributions is paid for any period, proper adjustment shall be made in connection with subsequent remittances. Adjustments on account of errors in contributions required of any employee may be made by direct payments between the employee and the Board.

B. This amendment shall be effective on the _____ day of _____, _____.

BOARD OF ADMINISTRATION
PUBLIC EMPLOYEES' RETIREMENT SYSTEM

CITY COUNCIL
CITY OF CALABASAS

BY _____
MELODY BENAVIDES, CHIEF
PENSION CONTRACTS AND PREFUNDING
PROGRAMS DIVISION
PUBLIC EMPLOYEES' RETIREMENT SYSTEM

BY _____
PRESIDING OFFICER

Witness Date

Attest:

Clerk

PLEASE DO NOT SIGN "EXHIBIT ONLY"

PLEASE DO NOT SIGN "EXHIBIT ONLY"



California Public Employees' Retirement System
Financial Office | Pension Contracts and Prefunding Programs Division
P.O. Box 942703, Sacramento, CA 94229-2703
888 CalPERS (or 888-225-7377) | TTY: (877) 249-7442 | www.calpers.ca.gov

TWO YEARS ADDITIONAL SERVICE CREDIT GOVERNMENT CODE SECTION 20903

A public agency may amend its contract to provide two years additional service credit to a retiring member because of an impending mandatory transfer, demotion or layoff.

The agency will need to:

1. Designate the job classification(s), department(s), or unit(s) eligible for this benefit (e.g. miscellaneous or safety employees, fire, police, secretaries, Finance Department, Human Resources Unit, etc.). Anyone employed in the designated unit or classification is eligible for the two years service credit if all other requirements are met. (The benefit cannot be provided on the basis of employee organization or unrepresented groups.)
2. Designate a time period of 90 to 180 days during which an eligible member must retire to receive the additional service credit. Because the member must be in employment status and retire during the designated period, the retirement date may not be the first day of the designated period. The designated period may begin as early as one day after the effective date of the initial contract to provide the two years additional service credit or, if providing an additional designated period as early as one day after the effective date of the Resolution adopted by the governing body.
3. Certify the governing body determined that because of an impending curtailment of, or change in the manner of performing service, the best interests of the agency would be served by granting such additional service credit.
4. Certify the governing body is electing to become subject to the provisions of Section 20903 because of impending mandatory transfers, demotions, and layoffs that constitute at least 1% of the designated job classification, department, or organizational unit resulting from the curtailment of, or change in the manner of performing its services.
5. Certify that it is the governing body's intention at the time Section 20903 becomes operative that any vacancies created by retirements under this section or at least one vacancy in any position in any department or other organizational unit shall remain permanently unfilled thereby resulting in an overall reduction in the work force of such department or organizational unit.
6. Certify each member's eligibility to receive the additional service credit and non-receipt of unemployment insurance payments during the specified period

GENERAL PROCEDURES

1. The enclosed procedures and factors can be used to calculate the approximate cost to the agency.
2. If the agency wishes to proceed with an amendment to the contract to provide Section 20903, or if the contract has been amended and the agency wishes to provide an additional designated period, contact Public Agency Contract Services to request the necessary documents.
3. After the expiration of the designated period, the agency is required to submit a list of members eligible to receive the additional service credit who retired during the designated period and also certify the agency has checked against those reported to have applied for unemployment insurance payments. Any such retired member receiving unemployment insurance payments should be reported to CalPERS, Benefit Services Division.
4. The additional service will be credited to each eligible member after he/she is receiving a monthly retirement allowance. The adjustment to the member's allowance will include an increase for the additional service credit and a one-time payment for the allowance due retroactive to the effective date of retirement. (Questions concerning the adjustment should be directed to Benefit Services Division.)
5. The added cost to the retirement fund for all eligible employees who retire during the specified period will be included in the contracting agency's annual valuation report for the fiscal year that begins two years after the end of the designated period.

Attachment: COST FACTORS (CON3-PA)



California Public Employees' Retirement System
Financial Office | Pension Contracts and Prefunding Programs Division
P.O. Box 942703, Sacramento, CA 94229-2703
888 CalPERS (or 888-225-7377) | TTY: (877) 249-7442 | www.calpers.ca.gov

Two Years Additional Service Credit Section 20903 Procedures for Calculation of Estimated Employer Cost

The cost of providing the two years additional service credit is calculated based on the member's annual reportable compensation, the cost factor and whether the agency's contract provides the Post-Retirement Survivor Allowance (Survivor Continuance) and/or an increased Cost-of-Living Allowance (COLA) of 3%, 4% or 5%.

The employer cost may be estimated as follows:

1. Determine all individuals who meet the minimum eligibility for retirement and who are employed in the designated classification, department or organizational unit.
2. Determine the annual pay rate for each person. "Pay Rate" indicates that amount of compensation a member is paid for a full unit of time. Always use the member's FULL TIME pay rate.
3. Determine the age for each person and locate the appropriate factor on the Cost Factor Chart located on page 2.
4. Multiply the annual pay rate by the cost factor, (annual pay rate) X (cost factor) = estimated cost.
5. Determine whether your agency's contract provides for the Post-Retirement Survivor Allowance. If yes, proceed to step #7.
6. If your agency's contract does not provide for the Post-Retirement Survivor Allowance, multiply the value determined in step #4, above, by 0.94.
7. Determine whether your agency's contract provides for the increased Cost-of-Living Allowance of 3%, 4% or 5%. If not, no further calculations are needed.
8. If your agency's contract provides the 3%, 4%, or 5% Cost-of-Living Allowance, multiply the value determined above by 1.05 to estimate the cost of providing the additional service credit.
9. Please note the cost of any Golden Handshakes' benefits paid out of PERF is calculated as the amount of present value of those benefits. Any benefit amounts over the IRC Section 415(b) limit will be paid from the Replacement Benefit Program (RBP) over the life of the participant. The RBP is a pay-as-you-go program. CalPERS will bill the employer annually for the benefits paid from the RBP. Please refer to the following link for the details of the IRC Section 415 & CalPERS RBP:
www.calpers.ca.gov/docs/forms-publications/irc-415b-fact-sheet.pdf

Two Years Additional Service Credit

Cost Factor Chart

Miscellaneous Members

| | 2% @ 60 formula | 2% @ 55 formula | 2.5% @ 55 formula | 2.7% @ 55 formula | 3% @ 60 formula | 2% @ 62 formula |
|-------------|----------------------------|----------------------------|------------------------------|------------------------------|----------------------------|----------------------------|
| Ages | | | | | | |
| 50 - 54 | 0.39 | 0.52 | 0.70 | 0.72 | 0.70 | 0.37 |
| 55 - 59 | 0.49 | 0.63 | 0.75 | 0.80 | 0.80 | 0.45 |
| 60 - 64 | 0.63 | 0.65 | 0.69 | 0.74 | 0.83 | 0.55 |
| 65+ | 0.60 | 0.60 | 0.62 | 0.67 | 0.75 | 0.62 |

Safety Members

| | 2% @ 55 formula | 2% @ 50 formula | 3% @ 55 formula | 3% @ 50 formula | 2% @ 57 formula | 2.5% @ 57 formula | 2.7% @ 57 formula |
|-------------|----------------------------|----------------------------|----------------------------|----------------------------|----------------------------|------------------------------|------------------------------|
| Ages | | | | | | | |
| 50 - 54 | 0.53 | 0.74 | 0.85 | 0.97 | 0.51 | 0.69 | 0.71 |
| 55 - 59 | 0.61 | 0.83 | 0.92 | 0.92 | 0.61 | 0.76 | 0.83 |
| 60 - 64 | 0.57 | 0.77 | 0.85 | 0.85 | 0.57 | 0.71 | 0.77 |
| 65+ | 0.52 | 0.70 | 0.78 | 0.78 | 0.52 | 0.65 | 0.70 |

8. Section 20903 Two Years Additional Service Credit

An agency may amend its contract to provide two years of additional service credit to members who retire during a designated period if the agency determines that because of impending mandatory transfers, layoffs, or demotions, the best interests of the agency would be served by offering the additional service credit, and the following requirements are met:

- a. The member is employed in a specified job classification, department, or other organizational unit and retired within the period designated by the governing body. The designated period must be subsequent to the effective date of the contract amendment and cannot be less than 90 or more than 180 days in length. (The benefit cannot be provided on the basis of employee organization or non-represented groups).
- b. The governing body must certify that it is electing to be subject to the provisions of this section due to mandatory transfers, layoffs and/or demotions that constitute at least one percent of the job classification, department, or organizational unit, resulting from the curtailment of, or change in the manner of performing, its services.
- c. The governing body must certify that it is the intention at the time Government Code section 20903 becomes operative that any vacancies created by retirements under this section or at least one vacancy in any position in any department or organizational unit shall remain permanently unfilled thereby resulting in an overall reduction in the work force of such department or organizational unit.
- d. The governing body must certify that it has complied with the requirements of Government Code section 7507 including obtaining an actuarial valuation from a qualified actuary; timely disclosure of the future costs, additional employer contributions and the funding of those employer contributions at a public meeting; and acknowledgment in writing by the person with the responsibilities of a chief executive officer that he or she understands the current and future cost of the benefit as determined by the actuary.

To be eligible for this Two-Years Additional Service Credit, a member must have at least five years of service credit, be in employment status with the providing agency for at least one day during the designated period and retire during the designated period. The member's retirement date may not be the first day of the designated period. A member cannot receive the Two-Years Additional Service Credit under Government Code section 20903 if the member receives any unemployment insurance payments during the designated period. If the retired member subsequently reenters membership, the additional service credit is forfeited.

Employer Cost: A Cost Valuation Report will be provided from the CalPERS Actuarial Office and can take up to 60 days to complete.

Member Cost: None.

