



AGENDA
REGULAR MEETING
AGOURA HILLS CITY COUNCIL
Civic Center - Council Chambers
30001 Ladyface Court, Agoura Hills, California 91301
Wednesday, August 13, 2025
6:00 PM

Please silence all cell phones and other electronic devices during the meeting.

ATTEND OR WATCH THE MEETING

For in-person attendance, the Council Chambers will open to the public at 5:30 p.m. To watch the live stream or archived meeting, search “Agoura Hills City Council” on [YouTube](#) and select the meeting by date, or visit [agourahillscity.gov](#) and click the dark green “View Current Agenda(s) or Live/Archived Meetings” button at the top of the page.

PUBLIC PARTICIPATION (PUBLIC COMMENT)

Option A: To provide public comments in person in the Council Chambers

Members of the public may attend the meeting in person in the Council Chambers and have the opportunity to speak or submit a written comment on any item listed on the Agenda. To speak, complete a Speaker’s Card for each item and submit it to the City Clerk before the public comment portion of that item. Public testimony is limited to three (3) minutes per speaker, and time may not be transferred to another person. Written comments submitted during the meeting will not be read aloud by the City Clerk.

Option B: To submit written public comments prior to the meeting

*Members of the public may submit written comments on any item listed on the Agenda. To ensure the City Council has time to review and/or consider the information prior to the meeting, please include the Agenda item number or topic in the email subject line and **send written public comments to comments@agourahillscity.gov on or before 4:00 p.m. on the meeting date.** Public comments are not read into the record by the City Clerk. Please note: any public comments submitted after the deadline may not be considered during the City Council’s deliberations or included in the official record. However, the public is welcome to attend the meeting to make or submit comments in person.*

CALL TO ORDER

LAND ACKNOWLEDGEMENT

PLEDGE OF ALLEGIANCE

ROLL CALL

Mayor Penny Sylvester
Mayor Pro Tem Jeremy Wolf
Councilmember Kate Anderson
Councilmember Chris Anstead
Councilmember Deborah Klein Lopez

REPORT OF CLOSED SESSION

APPROVAL OF AGENDA

PRESENTATIONS

INTERGOVERNMENTAL, SPECIAL PURPOSE COMMITTEE, AND DEPARTMENTAL REPORTS

Introduction of New Southern California Edison (SCE) Representative
Reyes Adobe Days Update
Clean Power Alliance Update
(City Council and Staff)

PUBLIC COMMENTS

(This section is reserved for persons wishing to address items not listed on the Agenda that are under the subject matter jurisdiction of the City Council. Please refer to “Public Participation” above for full details on how to speak or submit written public comments under this category.)

CONSENT CALENDAR

(Items on the Consent Calendar may be approved by a single motion and vote. Unless pulled by the City Council, there will be no separate discussion of these items. This section is reserved for persons wishing to address items on the Consent Calendar. Please refer to “Public Participation” above for full details on how to speak or submit written public comments under this category.)

1. Approve Demand Warrant Register No. 937

RECOMMENDATION: Approve Demand Warrant Register No. 937.

2. Rejection of Claim for Damages – Linda Spiegel

RECOMMENDATION: Deny the claim for damages from claimant Linda Spiegel.

3. Approve Award of Agreement for Contractor Services, with Compass Rose GIS, LLC, for Consultant and On-Call GIS Services

RECOMMENDATION: Approve the Agreement for Contractor Services with Compass Rose GIS, LLC.

4. Approve Electric Fleet Transition Program Participation Agreement, with the Clean Power Alliance, to Develop a Tailored Plan that Supports the City’s Transition to a Zero-Emission Fleet

RECOMMENDATION: Approve the following: 1) Electric Fleet Transition Program Participation Agreement; and 2) Authorize the City Manager to execute the Agreement, and all documents related to the program’s implementation on behalf of the City.

5. Approve Co-Term Agreement, with Flock Group Inc., for 26 License Plate Reader Cameras

RECOMMENDATION: 1) Approve the proposed co-term agreement with Flock Group Inc. for 26 License Plate Reader (LPR) cameras beginning September 1, 2025; and 2) Authorize the City Manager to execute the agreement on behalf of the City.

6. Approve Third Amendment to Agreement for Contractor Services, with West Coast Arborists, Inc., Related to Tree Trimming Services

RECOMMENDATION: Approve the Third Amendment to the Agreement for Contractor Services with West Coast Arborists, Inc., related to tree maintenance services.

7. Approve Three-Year Agreements for Contractor Services, with Brodersen Associates, for: 1) City-Initiated (Non-Reimbursable) Projects, and 2) Non-City-Initiated (Reimbursable) Projects for Landscape Consultant Services

RECOMMENDATION: Approve: (1) a three-year Agreement for Contractor Services with Brodersen Associates for Landscape Services for City-Initiated Projects on a time-and-materials basis for a not-to-exceed fee of \$27,000 per year; and (2) a three-year Agreement for Contractor Services with Brodersen Associates for Landscape Services for Non-City-Initiated Projects on a time-and-materials basis for a not-to-exceed fee of \$25,000 per year.

8. Approve Agreement for Contractor Services, with Many Mansions, to Assist with the Creation and Implementation of the City's Affordable Housing Monitoring Program

RECOMMENDATION: Approve Agreement for Contractor Services, with Many Mansions, to assist with the creation and implementation of the City's Affordable Housing Monitoring Program.

9. Approve a Two-Year Agreement for Contractor Services, with Turbo Data Systems, Inc., for Administrative Citation Processing and Collection Services

RECOMMENDATION: Authorize the City Manager to sign the two-year Agreement for Contractor Services, with Turbo Data Systems, Inc., for Administrative Citation Processing and Collection Services for a not-to-exceed fee of \$50,000 (\$25,000 per year).

DISCUSSION / ACTION

(This section is reserved for persons wishing to address items listed under Discussion / Action. Please refer to "Public Participation" above for full details on how to submit written public comments or speak under this category.)

10. Discussion of Options for Solid Waste Hauler Contract

RECOMMENDATION: Discuss and provide feedback on whether to pursue Option 1, Negotiate/Extend New Agreement with current solid waste hauler, WM, or Option 2. Issue Request for Proposals (RFP).

11. Discussion Regarding Economic Development Update

RECOMMENDATION: The Land Use / Economic Development Subcommittee recommends that the City Council review and approve proposed potential solutions highlighted in the chart and provide any additional direction for staff related to Economic Development efforts.

12. Discussion to Consider Approving Funding of \$25,000 to Liberty Canyon Linkage Proposed Project and Authorize the City Manager to Execute Grant Pre-Application to Wildlife Conservation Board

RECOMMENDATION: Approve a \$25,000 contribution from the City's Open Space Fund or discuss further to support the acquisition of the approximately 56.2-acre Liberty Canyon Linkage property by the Mountains Recreation and Conservation Authority (MRCA), and authorize the City Manager to continue with next steps on the pre-application process and report back on next steps as the acquisition progresses.

13. Approve Letter to the California Board of Forestry and Fire Protection Regarding the Proposed Zone 0 Regulations

RECOMMENDATION: Approve Letter to the California Board of Forestry and Fire Protection regarding the proposed Zone 0 regulations and authorize the Mayor to sign and send the letter on behalf of the City Council.

CITY COUNCIL, STAFF COMMENTS

ADJOURNMENT

The next Regular City Council Meeting will be held at 6:00 p.m., on August 27, 2025, in the Council Chambers of the Civic Center. The Civic Center is located at 30001 Ladyface Court, Agoura Hills, California.

In accordance with the Americans with Disabilities Act, if you require special assistance to participate in a City Council meeting or to access other services offered by the City of Agoura Hills, please contact the City Clerk's Office at (818) 597-7300. To ensure that reasonable arrangements can be made to provide appropriate access, please provide notification at least 48 hours in advance of the meeting or time when services are needed.

Copies of staff reports or other written documentation related to each item of business on this Agenda are available on the City's website at agourahillscity.gov and are on file in the Office of the City Clerk, Kimberly M. Rodrigues, at Agoura Hills City Hall, 30001 Ladyface Court, Agoura Hills, California, 91301.

The telecast of Regular City Council Meeting held on Wednesday, August 13, 2025 will be broadcast on Channel 10 for Time Warner Cable subscribers and Channel 3 for Charter subscribers and air daily until the next regularly scheduled City Council meeting. The broadcast schedule is as follows: M-10a m; T-3pm; W-10am; Th-7pm; F-10am; S-3pm; and Su-7pm.

Date Posted: August 12, 2025



REPORT TO CITY COUNCIL

DATE: AUGUST 13, 2025
TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL
FROM: NATHAN HAMBURGER, CITY MANAGER
BY: DIEGO IBANEZ, DIRECTOR OF FINANCE
SUBJECT: APPROVE DEMAND WARRANT REGISTER NO. 937

Demand Warrant No. 937 is hereby submitted for your approval.

All items on the Demand Warrant are budgeted items; and all the items, when aggregated and annualized, are found to be within budget.

RECOMMENDATION

It is recommended the City Council approve Demand Warrant No. 937.

Attachments

[Demand Warrant Register 937.pdf](#)

August 13, 2025

DEMAND WARRANT REGISTER NO. NINE HUNDRED THIRTY-SEVEN

Pursuant to Section 2508, of the Agoura Hills Municipal Code (AHMC), the demands are herein presented, having been duly audited, and are hereby allowed and approved for payment in the amount as shown for the designated payees and charged to the appropriate funds as indicated.

Pursuant to Section 37202 of the Government Code, I certify the above demands are accurate and funds are available for payment thereof.

I hereby certify Demand Warrant No. 937 is a full, true, and correct statement.

A handwritten signature in blue ink, appearing to read 'Nathan Hamburger', is written above a horizontal line.

Nathan Hamburger, City Manager

| Date | Check | Vendor | Description | Amount |
|----------|--------|---------------------------------------|---|--------------|
| 7/3/2025 | 118070 | A Rental Connection | Summer Concert Rentals | 406.80 |
| 7/3/2025 | 118071 | Acorn | Ads | 1,680.00 |
| 7/3/2025 | 118072 | Berg & Associates, Inc. | Ladyface Greenway | 235,802.78 |
| 7/3/2025 | 118073 | Brenda Cho | Mileage Reimbursement | 53.34 |
| 7/3/2025 | 118074 | Brightview Landscape Services | Landscape Maintenance June 2025 | 21,557.00 |
| 7/3/2025 | 118075 | Bryco Plumbing | Repair | 755.00 |
| 7/3/2025 | 118076 | Burns Pacific Construction | Maintenance - February 2025 | 50,076.10 |
| 7/3/2025 | 118077 | Cal State Site Services | Portable Restrooms June 13 - 16 | 587.17 |
| 7/3/2025 | 118078 | Capital Industrial Medical Supply Co. | Medical Supplies | 301.75 |
| 7/3/2025 | 118079 | Carrie Eiberg | Cancellation Refund | 1.30 |
| 7/3/2025 | 118080 | Chavan & Associates, LLP | Interim Audit FY 24/25 | 13,350.00 |
| 7/3/2025 | 118081 | David Ross | Cancellation Refund | 1.30 |
| 7/3/2025 | 118082 | DBX Inc | HAWK | 89,416.62 |
| 7/3/2025 | 118083 | Diane Cook | Cancellation Refund | 1.30 |
| 7/3/2025 | 118084 | Donald Lee | Cancellation Refund | 2.60 |
| 7/3/2025 | 118085 | DSR Audio | Equipment Rental | 4,047.81 |
| 7/3/2025 | 118086 | Dudek | Oak Tree projects | 3,299.10 |
| 7/3/2025 | 118087 | Envicom Corporation | CUP-2024-0030 | 1,199.95 |
| 7/3/2025 | 118088 | Global Custom Security, Inc. | Alarm Monitoring | 127.50 |
| 7/3/2025 | 118089 | GMZ Engineering, Inc. | Ladyface Greenway May 2025 | 1,446,620.91 |
| 7/3/2025 | 118090 | GSG Protective Services | Event Security | 4,197.00 |
| 7/3/2025 | 118091 | James Sanborn | Cancellation Refund | 1.30 |
| 7/3/2025 | 118092 | Jeffrey Corber | Cancellation Refund | 115.00 |
| 7/3/2025 | 118093 | Jonathan Smithers | Cancellation Refund | 1.30 |
| 7/3/2025 | 118094 | Kayla Brandel | Security Deposit Refund | 1,000.00 |
| 7/3/2025 | 118095 | Kimley Horn & Assoc. | Professional Services | 27,264.00 |
| 7/3/2025 | 118096 | Los Angeles County Sheriff's | Sheriff Services April 2025 | 459,943.77 |
| 7/3/2025 | 118097 | Accu-prints | Fingerprinting June 2025 | 192.50 |
| 7/3/2025 | 118098 | Mahasti Daha | Cancellation Refund | 1.30 |
| 7/3/2025 | 118099 | Marrin Rifkin | Cancellation Refund | 1.30 |
| 7/3/2025 | 118100 | Olivia Glynn | Security Deposit Refund | 1,100.00 |
| 7/3/2025 | 118101 | Patricia Huffman | Cancellation Refund | 1.30 |
| 7/3/2025 | 118102 | Patricia Riedy | Cancellation Refund | 1.30 |
| 7/3/2025 | 118103 | Primary Resource | Paper | 263.40 |
| 7/3/2025 | 118104 | Richard Kramer | Cancellation Refund | 1.30 |
| 7/3/2025 | 118105 | Richards, Watson & Gershon | Professional Services - May 2025 | 41,983.67 |
| 7/3/2025 | 118106 | Rincon Consultants | Bike Master Plan CEQA May 2025 | 2,073.25 |
| 7/3/2025 | 118107 | Rita Wolenik | Cancellation Refund | 1.30 |
| 7/3/2025 | 118108 | Rms Printing Llc | Workshop Posters | 770.45 |
| 7/3/2025 | 118109 | Ronald F. Troncatty | Monthly Services - June 2025 | 1,825.00 |
| 7/3/2025 | 118110 | Signature Signs | Sign Removal | 340.00 |
| 7/3/2025 | 118111 | Smith Pipe & Supply Inc. | Supplies | 1,489.05 |
| 7/3/2025 | 118112 | Solid Waste Solutions, Inc. | AB939/SB1383 | 2,983.50 |
| 7/3/2025 | 118113 | Southern California Edison | Utilities 05/15/25 - 06/15/25 | 323.43 |
| 7/3/2025 | 118114 | T-Mobile USA Inc. | Monthly Services 5/21/25 - 6/20/25 | 31.35 |
| 7/3/2025 | 118115 | Townsend Public Affairs, Inc. | Consulting Services June 2025 | 5,000.00 |
| 7/3/2025 | 118116 | TPX Communications | Monthly Communication 5/23/25-7/22/25 | 813.01 |
| 7/3/2025 | 118117 | Triton Technology Solutions, Inc. | Cablecast | 10,092.83 |
| 7/3/2025 | 118118 | Turbodata | Administrative Citation Process - June 2025 | 200.00 |
| 7/3/2025 | 118119 | Underground Service Alert | AGRH Ticket Charges | 26.65 |

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|-----------|--------|---|---|------------|
| 7/3/2025 | 118120 | Wageworks | Healthcare Benefits June 2025 | 204.00 |
| 7/3/2025 | 118121 | Wayne Burgher | Cancellation Refund | 2.60 |
| 7/3/2025 | 118122 | West Coast Arborists, Inc | Tree Maintenance 6/01/25 - 6/15/25 | 7,282.80 |
| 7/10/2025 | 118123 | All City Management | School Crossing Guard 6/8/25-6/21/25 | 2,834.75 |
| 7/10/2025 | 118124 | Allstar Fire Equipment | Supplies | 613.44 |
| 7/10/2025 | 118125 | Barak Amar | Security Deposit Refund - Event 6/12/25 | 850.00 |
| 7/10/2025 | 118126 | Bkm Office Environment | Office Workspace | 2,094.53 |
| 7/10/2025 | 118127 | Brightview Landscape Services | Plants Reyes Adobe | 2,758.71 |
| 7/10/2025 | 118128 | Bryco Plumbing | Plumbing Reyes Adobe Park | 5,650.00 |
| 7/10/2025 | 118129 | Burns Pacific Construction | Rec Center Sewer Repair | 14,689.69 |
| 7/10/2025 | 118130 | California Department of Tax and Fee Admi | Sales & Use Tax 24/25 | 83.00 |
| 7/10/2025 | 118131 | City of Thousand Oaks Transit | Dial-A-Ride April 2025 | 13,855.94 |
| 7/10/2025 | 118132 | Consolidated Ink LLC | Teen VIP Tees | 600.19 |
| 7/10/2025 | 118133 | Create Studio | Instructor Payment | 2,240.00 |
| 7/10/2025 | 118134 | Danish Environment Janitorial Services | Event Center Services June 2025 | 2,822.30 |
| 7/10/2025 | 118135 | Delphine G. Herrera | Instructor Payment | 1,182.00 |
| 7/10/2025 | 118136 | Geiger Enterprises | Fuel Services | 202.92 |
| 7/10/2025 | 118137 | GSG Protective Services | Event Security 6/23/25-6/29/25 | 1,605.00 |
| 7/10/2025 | 118138 | Lloyd's Plumbing | Repair | 8,307.33 |
| 7/10/2025 | 118139 | National Utility Locators LLC | Contract Locating June 2025 | 1,700.00 |
| 7/10/2025 | 118140 | Peach Hill Soils | Supplies | 1,659.42 |
| 7/10/2025 | 118141 | Pegasus Studios | Broadcasting Services June 2025 | 1,240.00 |
| 7/10/2025 | 118142 | Ricoh USA, Inc | Copier Usage | 1,203.61 |
| 7/10/2025 | 118143 | Rms Printing Llc | EDDM Wildfire Mailer | 5,453.03 |
| 7/10/2025 | 118144 | Senior Concerns | Senior Advocate Program - May 2025 | 1,666.00 |
| 7/10/2025 | 118145 | Smith Pipe & Supply Inc. | Supplies Chesebro | 2,121.39 |
| 7/10/2025 | 118146 | Solid Waste Solutions, Inc. | Film Permits June 2025 | 634.50 |
| 7/10/2025 | 118147 | Southern Calif Edison | Ladyface Greenway | 4,882.45 |
| 7/10/2025 | 118148 | Southern California Edison | Utilities 5/21/25-6/19/25 | 262.49 |
| 7/10/2025 | 118149 | Traffic Technologies | Signs | 1,136.80 |
| 7/10/2025 | 118150 | Ventura Transit Systems | Transportation 6/5/2025 | 3,840.00 |
| 7/10/2025 | 118151 | Willdan | Water Quality Services June 2025 | 2,391.25 |
| 7/10/2025 | 118152 | Acorn | Summer Beach Bus Ad | 1,420.00 |
| 7/10/2025 | 118153 | California Contract Cities Ass | Membership Dues FY 25/26 | 4,700.00 |
| 7/10/2025 | 118154 | California Jpia | Liability and WC Insurance FY 245/26 | 501,452.00 |
| 7/10/2025 | 118155 | California Wildlife Ctr | Community Grant | 750.00 |
| 7/10/2025 | 118156 | CivicPlus, LLC | Social Media Archiving Economy 7/1/25-6/30/26 | 13,071.82 |
| 7/10/2025 | 118157 | Conejo Free Clinic | Community Grant | 2,000.00 |
| 7/10/2025 | 118158 | Conejo Lv Future Foundation | Community Grant | 2,000.00 |
| 7/10/2025 | 118159 | Converge Technology | IT Services - July 2025 | 3,806.00 |
| 7/10/2025 | 118160 | County of Los Angeles Department of Audit | Formation Commission FY25/26 | 701.20 |
| 7/10/2025 | 118161 | David Hewitt | Concert Chumash Park 7-6-2025 | 13,000.00 |
| 7/10/2025 | 118162 | Direct Tv | Cable Services - July 2025 | 53.49 |
| 7/10/2025 | 118163 | Elizabeth Eaves | Instructor Payment | 301.00 |
| 7/10/2025 | 118164 | Executive Facilities Services, Inc | Janitorial Services July 2025 | 2,764.86 |
| 7/10/2025 | 118165 | Golden Heart Ranch | Community Grant | 1,100.00 |
| 7/10/2025 | 118166 | Hdl Software, Llc | Business License Software 7/1/25-6/30/26 | 9,117.69 |
| 7/10/2025 | 118167 | Johnson Controls | Alarm and Access Monitoring - July 2025 | 358.55 |
| 7/10/2025 | 118168 | Kiwanis - Agoura Hills | Community Grant | 400.00 |
| 7/10/2025 | 118169 | LA County Registrar-Recorder/County Clerk | Notice of Exemption - Morrison Park | 75.00 |
| 7/10/2025 | 118170 | Malibu Search and Rescue | Community Grant | 2,000.00 |
| 7/10/2025 | 118171 | Manna | Community Grant | 1,000.00 |
| 7/10/2025 | 118172 | Many Mansions | Community Grant | 2,500.00 |

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| 7/10/2025 | 118173 Onsolve | Code Red 7/1/25-6/30/26 | 5,100.00 |
| 7/10/2025 | 118174 317Studio | Chumash Park Event | 400.00 |
| 7/10/2025 | 118175 Printing Systems | AP Checks | 329.62 |
| 7/10/2025 | 118176 Reserve Account Pitney Bowes | Postage - 10715282 | 1,500.00 |
| 7/10/2025 | 118177 RMG Communications | Organics Ads | 2,880.00 |
| 7/10/2025 | 118178 Lanspeed | Monthly Services - July 2025 | 12,044.60 |
| 7/10/2025 | 118179 Scag | Membership FY 25-26 | 2,939.00 |
| 7/10/2025 | 118180 SecuriTech | Alarm Monitoring 7/1/25-10/1/25 | 150.00 |
| 7/10/2025 | 118181 Senior Concerns | Community Grant | 2,500.00 |
| 7/10/2025 | 118182 Sky Elements LLC | Drone Show - Final Payment | 17,775.00 |
| 7/10/2025 | 118183 Sonia Corona | Refund Event Cancelled 6/20/26 | 2,000.75 |
| 7/10/2025 | 118184 Sumac Elementary PFA | Community Grant | 1,000.00 |
| 7/10/2025 | 118185 Total Access Evevator LLC | Maintenance July 2025 | 155.00 |
| 7/10/2025 | 118186 We Rock The Spectrum | Community Grant | 1,000.00 |
| 7/10/2025 | 118187 Willow Elementary School PFA | Community Grant | 1,000.00 |
| 7/10/2025 | 118188 YBPFA | Community Grant | 1,000.00 |
| 7/17/2025 | 118189 Alliant Insurance Svc | Special Event Liability | 12,139.00 |
| 7/17/2025 | 118190 Amy Brink | Farmers Market Supplies | 197.53 |
| 7/17/2025 | 118191 Anthony Hurtado | Security Deposit Refund | 1,000.00 |
| 7/17/2025 | 118192 At&t Mobility | IPad Connections - June 2025 | 100.44 |
| 7/17/2025 | 118193 Brian Bennett | Security Deposit Refund | 1,000.00 |
| 7/17/2025 | 118194 CoStar Realty Information, Inc. | CoStar Suite May 2025 | 497.50 |
| 7/17/2025 | 118195 Dapeer, Rosenblit & Litvak Llp | Legal Services June 2025 | 16,643.14 |
| 7/17/2025 | 118196 Dudek | Professional Services June 2025 | 3,700.70 |
| 7/17/2025 | 118197 Durham School Service | Beach Bus June 2025 | 14,011.99 |
| 7/17/2025 | 118198 Flock Safety | Flock Safety Falcon | 37,000.00 |
| 7/17/2025 | 118199 Geodynamics | Geotechnical Review June 2025 | 2,450.00 |
| 7/17/2025 | 118200 Excel Pest Managment | Monthly Pest Control | 890.00 |
| 7/17/2025 | 118201 Holly Anderson | Refund Cancelled Class | 5.00 |
| 7/17/2025 | 118202 Jael Testa | Security Deposit Refund | 1,000.00 |
| 7/17/2025 | 118203 Jensen Hughes, Inc. | Wildfire Risk Assessment | 21,037.42 |
| 7/17/2025 | 118204 Kimley Horn & Assoc. | On Call Services May 2025 | 47,030.71 |
| 7/17/2025 | 118205 Las Virgenes Municipal Water | Water 5/20/25 - 6/19/25 | 22,365.38 |
| 7/17/2025 | 118206 **Void** | Water 5/20/25 - 6/19/25 | - |
| 7/17/2025 | 118207 **Void** | Water 5/20/25 - 6/19/25 | - |
| 7/17/2025 | 118208 **Void** | Water 5/20/25 - 6/19/25 | - |
| 7/17/2025 | 118209 Letitia Ellen Blanco | Refund Cancelled Class | 5.00 |
| 7/17/2025 | 118210 Lourdes Steele | Security Deposit Refund | 1,100.00 |
| 7/17/2025 | 118211 m6 Consulting, Inc. | Morrison Park Rehabilitation June 2025 | 12,484.75 |
| 7/17/2025 | 118212 Margo Goldstein | Refund Cancelled Class | 5.00 |
| 7/17/2025 | 118213 Mdg Associates | CDBG Administration June 2025 | 120.00 |
| 7/17/2025 | 118214 Mission Paving and Sealing, Inc. | Pavement Rehabilitation | 167,500.20 |
| 7/17/2025 | 118215 Rincon Consultants | Professional Services May and June 2025 | 2,582.50 |
| 7/17/2025 | 118216 Rms Printing Llc | Parking Signs | 346.33 |
| 7/17/2025 | 118217 S&t Content Svcs. Inc. | City Hall Roof Repair | 9,000.00 |
| 7/17/2025 | 118218 Southern California Edison | Utilities 5/21/25 - 6/19/25 | 8,229.51 |
| 7/17/2025 | 118219 Southern California Gas Comp | Utilities 6/04/25 - 7/03/25 | 681.82 |
| 7/17/2025 | 118220 Staples | Supplies | 150.13 |
| 7/17/2025 | 118221 Venco Electric Inc. | Rec Center Repairs | 1,096.00 |
| 7/17/2025 | 118222 Willdan | GIS Services June 2025 | 736.00 |
| 7/17/2025 | 118223 A Rental Connection | Concerts in the Park | 1,463.60 |
| 7/17/2025 | 118224 Access Corp | Storage July 2025 | 854.22 |
| 7/17/2025 | 118225 Acorn | Summer Concert | 840.00 |

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|-----------|--------|--|---|-----------|
| 7/17/2025 | 118226 | Agoura High School Dance Team Boosters | Community Grant | 1,000.00 |
| 7/17/2025 | 118227 | AT&T | Internet July 2025 | 42.09 |
| 7/17/2025 | 118228 | Brightview Landscape Services | Landscape Maintenance July 2025 | 31,375.17 |
| 7/17/2025 | 118229 | Cal State Site Services | Summer Concerts | 1,394.93 |
| 7/17/2025 | 118230 | Cancer Support Community | Community Grant | 1,000.00 |
| 7/17/2025 | 118231 | Conejo U Store it | Rental Until FY 25/26 | 3,135.00 |
| 7/17/2025 | 118232 | Crown Construction and Design Inc | Rec Center Repairs | 950.00 |
| 7/17/2025 | 118233 | Danish Environment Janitorial Services | Janitorial Services July 2025 | 6,656.59 |
| 7/17/2025 | 118234 | Gha Technologies Inc. | Traffic Switches Upgrade | 6,859.38 |
| 7/17/2025 | 118235 | Gotem, Inc. | Monthly Pest Control | 165.00 |
| 7/17/2025 | 118236 | GSG Protective Services | Event Security 6/30/25 - 7/06/25 | 840.00 |
| 7/17/2025 | 118237 | Las Virgenes School District | Community Grants | 2,000.00 |
| 7/17/2025 | 118238 | ONEgeneration | Community Grant | 1,000.00 |
| 7/17/2025 | 118239 | Rancho Simi Recreation & Park | Showmobile 7/06/2025 | 5,816.25 |
| 7/17/2025 | 118240 | SCORE Ventura | Community Grant | 1,000.00 |
| 7/17/2025 | 118241 | Signature Signs | New Signs | 312.68 |
| 7/17/2025 | 118242 | Smith Pipe & Supply Inc. | Park Supplies | 732.38 |
| 7/17/2025 | 118243 | Social and Environmental Entrepreneurs | Community Grant Cougar Conservancy | 1,395.15 |
| 7/17/2025 | 118244 | Spectrum Enterprise | Cable Services 7/03/25 - 8/02/25 | 182.98 |
| 7/17/2025 | 118245 | Staples | Supplies | 219.41 |
| 7/17/2025 | 118246 | Sunbelt Controls | City Hall Repairs | 800.00 |
| 7/17/2025 | 118247 | Taft Electric | City Hall Maintenance | 1,279.11 |
| 7/17/2025 | 118248 | TK Elevator Corp | Rec Center Elevator Maintenance 7/01/25 - 9/30/ | 696.00 |
| 7/17/2025 | 118249 | Turbodata | Administrative Citation | 200.00 |
| 7/17/2025 | 118250 | Twining Laboratories | Professional Services July 2025 | 2,095.60 |
| 7/17/2025 | 118251 | Us Postmaster | Bulk Mailing Yearly Fee | 10,500.00 |
| 7/17/2025 | 118252 | US Bank | CalCards June 2025 | 25,980.35 |
| 7/24/2025 | 118253 | American Family Care | TB Testing | 120.00 |
| 7/24/2025 | 118254 | Arkit - Rafael Estevez | Refund | 740.00 |
| 7/24/2025 | 118255 | Brodersen Associates | Landscape Architecture June 2025 | 4,423.75 |
| 7/24/2025 | 118256 | Burns Pacific Construction | Maintenance Services June 2025 | 24,329.36 |
| 7/24/2025 | 118257 | County of Los Angeles Department of Public | Ladyface Greenway Construction Inspection | 383.80 |
| 7/24/2025 | 118258 | Delphine G. Herrera | Instructor Payment | 20.00 |
| 7/24/2025 | 118259 | Dept Of Animal Care & Control | Animal Control - June 2025 | 6,775.05 |
| 7/24/2025 | 118260 | Envicom Corporation | CUP-2024-0030 | 1,555.45 |
| 7/24/2025 | 118261 | Larry Walker Associates | Malibu Creek CIMP Implementation June 2025 | 73,540.93 |
| 7/24/2025 | 118262 | m6 Consulting, Inc. | Building Plan Check Services June 2025 | 27,014.14 |
| 7/24/2025 | 118263 | MissionSquare Retirement | RHS Account Fee 4/1/25-6/30/25 | 106.25 |
| 7/24/2025 | 118264 | Outdoor Movies Inc | Movie in the Park Package - 6/21/25 | 1,815.00 |
| 7/24/2025 | 118265 | Richards, Watson & Gershon | Professional Services - June 2025 | 35,374.69 |
| 7/24/2025 | 118266 | Rincon Consultants | CUP-2022-0009 | 14,174.50 |
| 7/24/2025 | 118267 | Rms Printing Llc | Weed Abatement Signs | 153.65 |
| 7/24/2025 | 118268 | Ron Troncatty | Reimbursement | 16.46 |
| 7/24/2025 | 118269 | Lanspeed | Switching Upgrades | 312.50 |
| 7/24/2025 | 118270 | Smith Pipe & Supply Inc. | Supplies Reye Adobe Slope | 509.08 |
| 7/24/2025 | 118271 | Souroosh Soheili | Refund | 620.84 |
| 7/24/2025 | 118272 | Southern California Edison | Utilities | 35,807.86 |
| 7/24/2025 | 118273 | Advanced Chemical Technology | Water Treatment July 2025 | 340.00 |
| 7/24/2025 | 118274 | America Supporting Americans | Community Grant | 1,000.00 |
| 7/24/2025 | 118275 | Caitlin Riden | Security Deposit Refund - 7/11/25 | 1,000.00 |
| 7/24/2025 | 118276 | Converge Technology | IT Services - August 2025 | 3,806.00 |
| 7/24/2025 | 118277 | Create Studio | Instructor Payment | 2,016.00 |
| 7/24/2025 | 118278 | Fernando Mejia | Security Deposit Refund - 7/12/25 | 1,000.00 |

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| 7/24/2025 | 118279 | GSG Protective Services | Security | 1,965.00 |
| 7/24/2025 | 118280 | MMASC | Security Deposit Refund | 1,000.00 |
| 7/24/2025 | 118281 | New West Symphony | Community Grant | 1,000.00 |
| 7/24/2025 | 118282 | Outdoor Movies Inc | Movie in the Park Package | 1,815.00 |
| 7/24/2025 | 118283 | Ricoh USA, Inc | Copier Lease August 2025 | 818.14 |
| 7/24/2025 | 118284 | Rms Printing Llc | Wildfire Risk Poster | 196.45 |
| 7/24/2025 | 118285 | Super Soccer Stars (CA) | Instructor Payment | 1,008.00 |
| 7/24/2025 | 118286 | Airtexno | Repair | 75.00 |
| 7/24/2025 | 118287 | Smith Pipe & Supply Inc. | Supplies | 729.08 |
| 7/24/2025 | 118288 | Swank Motion Pictures, Inc. | Movie Rental | 615.00 |
| 7/24/2025 | 118289 | Total Barricade Service Inc. | Equipment Rental | 228.00 |
| 7/24/2025 | 118290 | Underground Service Alert | AGRH New Ticket Charges | 24.80 |
| 7/24/2025 | 118291 | West Coast Arborists, Inc | Tree Maintenance | 10,436.40 |
| 7/31/2025 | 118292 | Agoura Kanan Village, LLC | Application Withdrawn AVDP-01793-2020 | 900.74 |
| 7/31/2025 | 118293 | Brightview Landscape Services | Palo Comado off Ramp Accident Repairs | 16,497.13 |
| 7/31/2025 | 118294 | City of Thousand Oaks Transit | Dial-A-Ride May 2025 | 11,329.24 |
| 7/31/2025 | 118295 | County of Los Angeles Department of Public | Driver Drain Improvements | 24,954.17 |
| 7/31/2025 | 118296 | GMZ Engineering, Inc. | Ladyface Greenway June 2025 | 1,193,389.81 |
| 7/31/2025 | 118297 | Kimley Horn & Assoc. | Kanan Agoura Intersection April 2025 | 3,613.95 |
| 7/31/2025 | 118298 | Lawrence Linick | Men's Tennis League Supplies | 321.55 |
| 7/31/2025 | 118299 | Los Angeles County Sheriff's | Special Event Security Concerts in the Park | 734.93 |
| 7/31/2025 | 118300 | Mackay Communications | GSPS Subscription Fee June 2025 | 402.90 |
| 7/31/2025 | 118301 | Michael Baker International, Inc. | Kanan Corridor June 2025 | 9,707.35 |
| 7/31/2025 | 118302 | Ooma, Inc. | AirDial Services March 2025 | 2,369.41 |
| 7/31/2025 | 118303 | Rincon Consultants | Bike Master Plan June 2025 | 12,747.25 |
| 7/31/2025 | 118304 | Taft Electric | Chumash Park Maintenance | 7,304.04 |
| 7/31/2025 | 118305 | Acorn | Concert Ad | 1,154.36 |
| 7/31/2025 | 118306 | Alliant Insurance Svc | 2025-2026 ACIP Crime Renewal | 3,667.00 |
| 7/31/2025 | 118307 | Amber Victoria | Mileage Reimbursement | 55.93 |
| 7/31/2025 | 118308 | BlueTriton Brands Inc | Water | 80.00 |
| 7/31/2025 | 118309 | Brightview Landscape Services | Mulch and Compost | 7,243.49 |
| 7/31/2025 | 118310 | Bryco Plumbing | Rec Center Maintenance | 265.00 |
| 7/31/2025 | 118311 | Dish | Rec Center Cable Services August 2025 | 158.71 |
| 7/31/2025 | 118312 | El Portal Theatre | Senior Excursion | 510.00 |
| 7/31/2025 | 118313 | Gabriel M. Graham | COG Services July 2025 | 8,090.00 |
| 7/31/2025 | 118314 | GSG Protective Services | Event Security 7/14/25 - 7/20/25 | 1,620.00 |
| 7/31/2025 | 118315 | limc | Membership - Rodrigues | 235.00 |
| 7/31/2025 | 118316 | Jessica Flores | COG Services July 2025 | 3,000.00 |
| 7/31/2025 | 118317 | Johnson Controls | Access Control Monitoring Aug 2025 | 47.49 |
| 7/31/2025 | 118318 | Larry Reed | Security Deposit Refund | 1,000.00 |
| 7/31/2025 | 118319 | Omar Cuevas | Security Deposit Refund | 1,051.00 |
| 7/31/2025 | 118320 | Percy Gamarra | Security Deposit Refund | 1,000.00 |
| 7/31/2025 | 118321 | Placer Labs Inc. | Platform Access May 2025 - July 2026 | 18,000.00 |
| 7/31/2025 | 118322 | Prudential Overall Supplies | Rec Center Mats | 152.49 |
| 7/31/2025 | 118323 | Ray Ramirez | Security Deposit Refund | 1,000.00 |
| 7/31/2025 | 118324 | RP Barricade | Traffic Install | 1,165.15 |
| 7/31/2025 | 118325 | Signature Signs | Rec Trail Sign | 198.65 |
| 7/31/2025 | 118326 | Staples | Supplies | 738.27 |
| 7/31/2025 | 118327 | Terry Dipple | COG Services July 2025 | 16,398.00 |
| 7/31/2025 | 118328 | The Active Network | Active Subscription FY 25-26 | 14,502.29 |
| 7/31/2025 | 118329 | T-Mobile USA Inc. | Monthly Services 06/21/25 - 07/20/25 | 31.35 |
| 7/31/2025 | 118330 | Topanga Banjo Fiddle Contest & Folk Festiv | Community Grant | 1,500.00 |
| 7/31/2025 | 118331 | TPX Communications | Monthly Communication 7/23/25 - 8/22/25 | 809.45 |



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| 7/31/2025 | 118332 Vivian Rescalvo | COG Services July 2025 | 13,262.58 |
| | | Total | <u>5,275,709.11</u> |
| 7/24/2025 | DFT0006990 CalPERS | Annual Unfunded Accrued Liability FY 25-26 | 611,217.00 |
| 7/24/2025 | DFT0006990 CalPERS | Annual Unfunded Accrued Liability FY 25-26 | 6,106.00 |
| 7/31/2025 | DFT0007017 Spare Labs Inc | Spare Base Platform July 2025 | 1,875.00 |
| 7/31/2025 | DFT0007018 Spare Labs | Dial-A-Ride Services June 2025 | 20,901.57 |
| 7/11/2025 | Payroll PP 6/28/25-7/11/25 | PP 6/28/25-7/11/25 | 269,196.04 |
| 7/25/2025 | Payroll PP 7/12/25 - 7/25/27 | PP 7/12/25 - 7/25/27 | 268,697.29 |
| | | Wire & EFT Total: | <u>1,177,992.90</u> |
| | | Grand Total | <u><u>6,453,702.01</u></u> |

Demand Register No. 937

PASSED, APPROVED, AND ADOPTED this 13th day of August, 2025, by the following vote to wit:

AYES: (
NOES: (
ABSENT: (
ABSTAIN: (
)

Penny Sylvester, Mayor

ATTEST:

Kimberly M. Rodrigues, MMC, City Clerk



REPORT TO CITY COUNCIL

DATE: AUGUST 13, 2025
TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL
FROM: NATHAN HAMBURGER, CITY MANAGER
BY: AMBER VICTORIA, MANAGEMENT ANALYST
RAMIRO ADEVA, ASSISTANT CITY MANAGER
SUBJECT: REJECTION OF CLAIM FOR DAMAGES – LINDA SPIEGEL

On April 10, 2025, the City of Agoura Hills received a claim for damages from Linda Spiegel. The claim was referred to Carl Warren & Company, the City's insurance adjusters, for review and investigation.

FISCAL IMPACT

There is no impact to the Fiscal Year 2025-26 adopted Budget.

RECOMMENDATION

It is recommended the City Council deny the claim for damages from claimant Linda Spiegel.



REPORT TO CITY COUNCIL

DATE: AUGUST 13, 2025

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: NATHAN HAMBURGER, CITY MANAGER

BY: ERIC WANG, ASSOCIATE PLANNER
DENICE THOMAS, COMMUNITY DEVELOPMENT DIRECTOR

SUBJECT: APPROVE AWARD OF AGREEMENT FOR CONTRACTOR SERVICES, WITH COMPASS ROSE GIS, LLC, FOR CONSULTANT AND ON-CALL GIS SERVICES

To comply with State law concerning local agency geographic information systems (GIS) infrastructure requirements ((AB-98 (Reyes), Gov. Code § 65302.02(e)) and to increase City transparency and ease of access to public information (including a public GIS portal and zoning map), the City sent out a request for proposals for consultant and on-call services related to GIS including public and departmental GIS database creation, management, support, and training on April 21, 2025. On May 23, 2025, the City received bids from potential consultants. A City staff review panel considered the bid by Compass Rose GIS, LLC to be most aligned with the City's needs.

The contract with Compass Rose GIS, LLC will cost no more than \$50,000 annually and last for one year (from August 13, 2025, to August 13, 2026) with optional annual extensions until 2028.

The proposed Agreement has been reviewed by the City Attorney and approved as to form.

FISCAL IMPACT

There is no additional fiscal impact to the City Council 2025-26 and 2026-27 Budget as funds were allocated towards a GIS consultant that cover all expected annual expenses. Specifically, Funds 010-4505-552000 (Public Works) and 010-4305-552000 (Community Development) has appropriations in the amounts of \$35,000 for Fiscal Year 2025-26 and 2026-27 from Public Works and \$30,000 for Fiscal Year 2025-26, and \$20,000 for Fiscal Year 2026-27 from Community Development (totaling \$65,000 for Fiscal Year 2025-26 and \$55,000 for Fiscal Year 2026-27).

RECOMMENDATION

Staff respectfully recommends the City Council approve the Agreement for Contractor Services with Compass Rose GIS, LLC.

Attachments

[Agreement for Contractor Services](#)

AGREEMENT FOR CONTRACTOR SERVICES
WITH THE CITY OF AGOURA HILLS

NAME OF CONTRACTOR: Compass Rose GIS LLC
RESPONSIBLE PRINCIPAL OF CONTRACTOR: Attn: Melisa Caric Lee
CONTRACTOR'S ADDRESS: 4140 Oceanside Blvd. #159-152
Oceanside, CA 92056
CITY'S ADDRESS: City of Agoura Hills
30001 Ladyface Court
Agoura Hills, CA 91301
Attn: City Manager
PREPARED BY: Robby Nesovic
COMMENCEMENT DATE: August 13, 2025
TERMINATION DATE: August 13, 2026
CONSIDERATION: Agreement Price:
Not to Exceed: \$50,000/yr

ADDITIONAL SERVICES *(Describe Services, Amount, and Approval):*

Date: _____ Amount: \$ _____ Authorized By: _____
(Not to Exceed 10% of Agreement Price) City Manager

**AGREEMENT FOR CONTRACTOR SERVICES BETWEEN THE
CITY OF AGOURA HILLS AND COMPASS ROSE GIS LLC**

THIS AGREEMENT is made and effective as of August 13, 2025, between the City of Agoura Hills, a municipal corporation ("City") and Compass Rose GIS LLC ("Contractor"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

This Agreement shall commence on August 13, 2025, and shall remain and continue in effect until tasks described herein are completed, but in no event later than August 13, 2026, unless sooner terminated pursuant to the provisions of this Agreement.

The City may, at its option, extend this Agreement for two additional terms of one year upon providing written notice of its intent to extend this Agreement to the Contractor not less than thirty (30) days prior to the expiration of the initial Term. Such extension shall be at the same price and conditions as set forth herein and shall be processed by an Amendment to this Agreement and signed by both parties.

2. SERVICES

Contractor shall perform the services and tasks described and set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full. Contractor shall complete the tasks according to the schedule of performance which is also set forth in Exhibit A.

3. PERFORMANCE

In meeting its obligations under this Agreement, Contractor shall at all times faithfully and competently perform all tasks described herein in a manner satisfactory to CITY and consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions.

4. PAYMENT

A. The City agrees to pay Contractor monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B, Payment Rates and Schedule, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. Any terms in Exhibit B other than the payment rates and schedule of payment are null and void. This amount shall not exceed fifty thousand dollars (\$50,000) ("Agreement Price") for the initial Term of the Agreement unless additional payment is approved as provided in this Agreement.

The City Manager may approve additional work up to ten percent (10%) of the amount of the Agreement. Any additional work in excess of this amount shall be approved by the City Council.

B. Contractor shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Manager. Contractor shall be compensated for any additional services in the amounts and in the manner as agreed to by the City Council and Contractor at the time City's written authorization is given to Contractor for the performance of said services.

C. Contractor shall submit invoices monthly for actual services performed. Invoices shall be submitted between the first and fifteenth business day of each month, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the City disputes any of Contractor's fees, it shall give written notice to Contractor within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice. For all reimbursements authorized by this Agreement, Contractor shall provide receipts on all reimbursable expenses in excess of Fifty Dollars (\$50) in such form as approved by the Director of Finance.

5. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

A. The City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the Contractor at least ten (10) days prior written notice. Upon receipt of said notice, the Contractor shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement, such suspension or termination shall not make void or invalidate the remainder of this Agreement.

B. In the event this Agreement is terminated pursuant to this Section, the City shall pay to Contractor the actual value of the work performed up to the time of termination, provided that the work performed is of value to the City. Upon termination of the Agreement pursuant to this Section, the Contractor will submit an invoice to the City pursuant to Section entitled "**PAYMENT**" herein.

6. DEFAULT OF CONTRACTOR

A. The Contractor's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Contractor is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Contractor for any work performed after the date of default and can terminate this Agreement immediately by written notice to the Contractor. If such failure by the Contractor to make progress in the performance of work hereunder arises out of causes beyond the Contractor's control, and without fault or negligence of the Contractor, it shall not be considered a default.

B. If the City Manager or his delegate determines that the Contractor is in default in the performance of any of the terms or conditions of this Agreement, it shall serve the Contractor with written notice of the default. The Contractor shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a

satisfactory performance. In the event that the Contractor fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.”

7. OWNERSHIP OF DOCUMENTS

A. Contractor shall maintain complete and accurate records with respect to sales, costs, expenses, receipts and other such information required by City that relate to the performance of services under this Agreement. Contractor shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Contractor shall provide free access to the representatives of City or its designees at reasonable times to such books and records, shall give City the right to examine and audit said books and records, shall permit City to make transcripts therefrom as necessary, and shall allow inspection of all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

B. Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files containing data generated for the work, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the City and may be used, reused or otherwise disposed of by the City without the permission of the Contractor. With respect to computer files containing data generated for the work, Contractor shall make available to the City, upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring and printing computer files.

8. INDEMNIFICATION

Contractor shall defend, indemnify, and hold the City, its officials, officers, employees, agents and independent contractors serving in the role of City officials, and volunteers (collectively “Indemnitees”) free and harmless from any and all claims, demands, causes of action, proceedings, costs, expenses, liabilities, losses, damages or injuries, in law or equity, to property or persons, including wrongful death (collectively “Claims”), in any manner arising out of or incident to any acts or omissions of Contractor, its officials, officers, employees, agents or subcontractors in connection with the performance of this Agreement, including without limitation the payment of all consequential damages, attorneys’ fees, and other related costs and expenses, except for such Claims arising out of the sole negligence or willful misconduct of the Indemnitees. With respect to any and all such Claims, Contractor shall defend Indemnitees at Contractor’s own cost, expense, and risk and shall pay and satisfy any judgment, award, or decree that may be rendered against Indemnitees. Contractor shall reimburse Indemnitees for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor’s obligation to indemnify shall not be restricted to insurance proceeds, if any, received by

Contractor or Indemnitees. All duties of Contractor under this Section shall survive termination of this Agreement.

9. INSURANCE REQUIREMENTS

Prior to commencement of work, Contractor shall procure, provide, and maintain, at Contractor's own expense, for the duration of this Agreement, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees.

A. Minimum Scope of Insurance. Coverage shall be at least as broad as:

1) Insurance Services Office Commercial General Liability form No. CG 00 01 11 85 or 88, or equivalent.

2) Insurance Services Office Business Auto Coverage form CA 00 01 06 92, or equivalent, covering Automobile Liability, code 1 (any auto). If the Contractor owns no automobiles, a non-owned auto endorsement to the General Liability policy described above is acceptable.

3) Worker's Compensation insurance as required by the State of California and Employer's Liability Insurance. If the Contractor has no employees while performing under this Agreement, worker's compensation insurance is not required, but Contractor shall execute a declaration that it has no employees.

4) Cyber Security and Privacy Liability shall be written on a policy form providing cyber security and privacy liability.

5) Cyber Technology Errors and Omissions shall be written on a policy providing cyber technology errors and omissions.

6) Professional Liability Insurance shall be written on a policy form providing professional liability for the Contractor's profession.

B. Minimum Limits of Insurance. Contractor shall maintain limits no less than:

1) General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage, including without limitation, blanket contractual liability. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

2) Automobile Liability: \$1,000,000 per accident for bodily injury and property damage for all activities of the Contractor arising out of or in connection with work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rental vehicles.

3) Worker's Compensation as required by the State of California; Employer's Liability: One million dollars (\$1,000,000) per accident for bodily injury or disease.

4) Cyber Security and Privacy Liability coverage: Contractor shall procure and maintain insurance with limits of \$1,000,000 per occurrence/loss, \$2,000,000 general aggregate, which shall include the following coverage:

- a. Liability arising from the theft, dissemination and/or use of confidential or personally identifiable information; including, but not limited to personally identifiable information (PII), protected health information (PHI), security codes, access codes, passwords, etc.
- b. Network security liability arising from the unauthorized use of, access to, or tampering with computer systems, including hacker or denial of service attacks.
- c. Liability arising from introducing a computer virus into or otherwise causing damage to vendor's (first-party) or customer's (third party) computer, computer system, network, or similarly related property and the data, software, and programs.
- d. Liability arising from professional misconduct or lack of the requisite skill required for performing services defined in the contract or agreement.
- e. Costs associated with restoring, updating, or replacing data.
- f. Costs associated with a privacy breach, including notification costs, customer support, forensics, crises management, public relations consulting, legal services of a privacy attorney, credit monitoring, and identity fraud resolutions services for affected individuals.
- g. If coverage is maintained on a claims-made basis, Contractor shall maintain such coverage for an additional three (3) years following termination of the contract.

5) Cyber Technology Errors and Omissions. Contractor shall procure and maintain insurance with limits of \$1,000,000 per occurrence/loss, \$2,000,000 general aggregate, which shall include the following coverage:

- a. Liability arising from the unauthorized release of information for which an entity has the legal obligation to keep private, such as personally identifiable information (PII) and protected health information (PHI)

- b. Network security liability arising from the unauthorized use of, access to, or tampering with computer systems, including hacker or denial of service attacks.
- c. Liability arising from the failure of technology products (software and hardware) required under the contract for Contractor to properly perform the intended services.
- d. Claims alleging the failure of computer security that result in the transmission of malicious code, deletion, destruction or alteration of data, or the denial of service.
- e. Electronic Media Liability arising from personal injury, plagiarism or misappropriation of ideas, domain name infringement or improper deep-linking or framing, and infringement or violation of intellectual property rights.
- f. Liability arising from the rendering, or failure to render, professional services.
- g. Defense costs in regulatory proceedings (state and federal) involving a violation of privacy laws or intellectual property rights.
- h. Crisis management and other expert services.
- i. If coverage is maintained on a claims-made basis, Contractor shall maintain such coverage for an additional three (3) years following termination of the contract.

6) Professional Liability coverage: One million (\$1,000,000) per claim and in aggregate.

C. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City Manager. At the option of the City Manager, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

D. Requirements Not Limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Vendor maintains higher limits than the minimums shown above, the Agency requires and shall be entitled to coverage for the higher limits maintained by the Vendor. Any available

insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Agency.

E. Other Insurance Provisions. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1) The City, its officers, officials, employees and volunteers are to be covered and named as additional insureds in respect to: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers.

2) For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insured maintained by the City, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

3) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officers, officials, employees or volunteers.

4) The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to the City. Contractor agrees to oblige its insurance agent or broker and insurers to provide City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

6) Waiver of subrogation. All insurance coverage maintained or procured pursuant to this Agreement shall be endorsed to waive subrogation against the City, its elected or appointed officers, agents, officials, employees, and volunteers or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against the City and shall require similar written express waivers and insurance clauses from each of its subcontractors.

F. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City. Self insurance shall not be considered to comply with these insurance requirements.

G. Verification of Coverage. **Contractor shall furnish the City with original endorsements, specifically naming the City of Agoura Hills, its officers, officials, employees and volunteers as additional insured, effecting coverage required by this clause..** The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms acceptable to the City. Insurance certificates and endorsements must be received and approved by City's Risk Manager prior to commencement of performance. Current insurance certificates and endorsements shall be kept on file with the City at all times during the term of this Agreement. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

H. Mailing Instructions. Insurance documents shall be mailed with the signed Agreement to the attention of the staff person indicated on the cover sheet of this Agreement, to the City of Agoura Hills, 30001 Ladyface Court, Agoura Hills, CA 91301. Executed Agreement(s) cannot be released nor may any work commence on a project until the signed Agreement and appropriate insurance documents are on file with the City Clerk.

10. INDEPENDENT CONTRACTOR

A. Contractor is and shall at all times remain as to the City a wholly independent Contractor. The personnel performing the services and tasks under this Agreement on behalf of Contractor shall not be City employees and shall at all times be under Contractor's exclusive direction and control. Contractor and all of Contractor's personnel shall possess the qualifications, permits, and licenses required by state and local law to perform the services and tasks under this Agreement, including, without limitation, a City business license as required by the Agoura Hills Municipal Code. Contractor shall determine the means, methods, and details by which Contractor's personnel will perform the services and tasks. Contractor shall be solely responsible for the satisfactory work performance of all personnel engaged in performing the services and tasks, and compliance with the customary professional standards. Neither City nor any of its officers, employees, agents, or volunteers shall have control over the conduct of Contractor or any of Contractor's officers, employees, or agents.

B. Contractor shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of City. Contractor and Contractor's personnel shall not supervise any of City's employees; and City's employees shall not supervise Contractor's personnel. Contractor's personnel shall not wear or display any City uniform, badge, identification number, or other information identifying such individual as a City employee; and Contractor's personnel shall not use any City e-mail address or City telephone number in the performance of any of the services and tasks under this Agreement. Contractor shall acquire and maintain at its sole cost and expense such vehicles, equipment, and supplies as Contractor's personnel require to perform any of the services and tasks required by this Agreement. Contractor shall perform all services and tasks off of City premises at locations of Contractor's choice, except as otherwise may from time to time be necessary in order for Contractor's personnel to receive projects from City, review plans on file at City, pick up or deliver any work product related to Contractor's performance of any

services and tasks under this Agreement, or as may be necessary to inspect or visit City locations and/or private property to perform the services and tasks. City may make a computer available to Contractor from time to time for Contractor's personnel to obtain information about, or to check on, the status of projects pertaining to the services and tasks performed under this Agreement. Contractor shall not incur or have the power to incur any debt, obligation or liability whatever against City, or bind City in any manner.

C. No employee benefits shall be available to Contractor in connection with the performance of this Agreement. Except for the fees paid to Contractor as provided in the Agreement, City shall not pay salaries, wages, or other compensation to Contractor for performing services and tasks hereunder for City. City shall not be liable for compensation or indemnification to Contractor for injury or sickness arising out of performing services and tasks hereunder. Contractor shall be responsible for and pay all salaries, wages, benefits and other amounts due to Contractor's personnel in connection with their performance of the services and tasks under this Agreement, and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to, Social Security taxes, other retirement or pension benefits, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance. Notwithstanding any other agency, state, or federal policy, rule, regulation, statute, or ordinance to the contrary, Contractor and any of its officers, employees, agents, and subcontractors providing any of the services and tasks under this Agreement shall not become entitled to, and hereby waive any claims to, any wages, salaries, compensation, benefit, or any incident of employment by City, including, but not limited to, eligibility to enroll in, or reinstate to membership in, the California Public Employees Retirement System ("PERS") as a City employee, and entitlement to any contribution to be paid by City for employer contributions or employee contributions for PERS benefits.

D. Contractor shall indemnify and hold harmless City and its elected officials, officers, employees, servants, designated volunteers, and agents serving as independent contractors in the role of City officials, from any and all liability, damages, claims, costs, and expenses of any nature to the extent arising from, caused by, or relating to Contractor's personnel practices, or to the extent arising from, caused by, or relating to the violation of any of the provisions of this Section. In addition to all other remedies available under law, City shall have the right to offset against the amount of any fees due to Contractor under this Agreement any amount due to City from Contractor as a result of Contractor's failure to promptly pay to City any reimbursement or indemnification arising under this Section. This duty of indemnification is in addition to Contractor's duty to defend, indemnify, and hold harmless as set forth in any other provision of this Agreement.

11. PERS COMPLIANCE AND INDEMNIFICATION

A. General Requirements. The parties acknowledge that City is a local agency member of PERS, and as such has certain pension reporting and contribution obligations to PERS on behalf of qualifying employees. Contractor agrees that, in providing its employees and any other personnel to City to perform the services and tasks under this Agreement, Contractor shall assure compliance with the Public Employees'

Retirement Law, commencing at Government Code Section 20000, the regulations of PERS, and the Public Employees' Pension Reform Act of 2013, as amended. Without limitation to the foregoing, Contractor shall assure compliance with regard to personnel who have active or inactive membership in PERS and to those who are retired annuitants and in performing this Agreement shall not assign or utilize any of its personnel in a manner that will cause City to be in violation of the applicable retirement laws and regulations.

B. Indemnification. Contractor shall defend (with legal counsel approved by City, whose approval shall not be unreasonably withheld), indemnify, and hold harmless City, and its City and its elected officials, officers, employees, servants, designated volunteers, and agents serving as independent contractors in the role of City officials, from any and all liability, damages, claims, costs and expenses of any nature to the extent arising from, caused by, or relating to Contractor's violation of any provisions of this Section. This duty of indemnification is in addition to Contractor's duty to defend, indemnify, and hold harmless as set forth in any other provision of this Agreement.

12. LEGAL RESPONSIBILITIES

The Contractor shall keep itself informed of all local, State and Federal ordinances, laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Contractor shall at all times observe and comply with all such ordinances, laws and regulations. The City, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the Contractor to comply with this section.

13. RELEASE OF INFORMATION

A. All information gained by Contractor in performance of this Agreement shall be considered confidential and shall not be released by Contractor without City's prior written authorization. Contractor, its officers, employees, agents or subcontractors, shall not without written authorization from the City Manager or unless requested by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary" provided Contractor gives City notice of such court order or subpoena.

B. Contractor shall promptly notify City should Contractor, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under or with respect to any project or property located within the City. City retains the right, but has no obligation, to represent Contractor and/or be present at any deposition, hearing or similar proceeding. Contractor agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Contractor. However, City's right to review any such

response does not imply or mean the right by City to control, direct, or rewrite said response.

14. NOTICES

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by: (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, that provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by Notice. Notice shall be effective upon delivery to the addresses specified below or on the third business day following deposit with the document delivery service or United States Mail as provided above.

To City: City of Agoura Hills
30001 Ladyface Court
Agoura Hills, California 91301
Attention: City Manager

To Contractor: Compass Rose GIS LLC
4140 Oceanside Blvd. #159-152
Oceanside, CA 92056
Attention: Melisa Caric Lee

15. ASSIGNMENT

The Contractor shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City. Upon termination of this Agreement, Contractor's sole compensation shall be payment for actual services performed up to, and including, the date of termination or as may be otherwise agreed to in writing between the City Council and the Contractor.

16. LICENSES

At all times during the term of this Agreement, Contractor shall have in full force and effect, all licenses required of it by law for the performance of the services described in this Agreement.

17. GOVERNING LAW

The City and Contractor understand and agree that the laws of the State of California shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court with geographic jurisdiction over the City of Agoura Hills. In the event such litigation is filed by one party against the other to enforce its rights under this Agreement, the

prevailing party, as determined by the Court's judgment, shall be entitled to reasonable attorney fees and litigation expenses for the relief granted.

18. PROHIBITED INTEREST

No officer, or employee of the City of Agoura Hills shall have any financial interest, direct or indirect, in this Agreement, the proceeds thereof, the Contractor, or Contractor's subcontractors for this project, during his/her tenure or for one year thereafter. The Contractor hereby warrants and represents to the City that no officer or employee of the City of Agoura Hills has any interest, whether contractual, non-contractual, financial or otherwise, in this transaction, or in the business of the Contractor or Contractor's subcontractors on this project. Contractor further agrees to notify the City in the event any such interest is discovered whether or not such interest is prohibited by law or this Agreement.

19. EXHIBITS

Exhibits A and B constitute a part of this Agreement and are incorporated into this Agreement by this reference. If any inconsistency exists or arises between a provision of this Agreement and a provision of any exhibit, the provisions of this Agreement shall control.

20. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

21. AMENDMENT OF AGREEMENT

This Agreement may be amended only by a writing signed by both parties. The City Manager is authorized to sign an Amendment to this Agreement on the City Council's behalf and without the City Council's prior approval to make the following non-substantive modifications to the Agreement: (a) name changes; (b) extensions of time that do not result in monetary changes; (c) non-monetary changes in the scope of work; and (d) termination of the Agreement. All monetary changes to this Agreement require City Council approval.

22. AUTHORITY TO EXECUTE THIS AGREEMENT

The person or persons executing this Agreement on behalf of Contractor warrants and represents that he or she has the authority to execute this Agreement on behalf of the Contractor and has the authority to bind Contractor to the performance of its obligations hereunder. In lieu of a handwritten or wet signature from the Contractor, the City may electronically process and execute this Agreement and request that the

Contractor sign the Agreement electronically via DocuSign or similar electronic signature software.

23. COUNTERPARTS

This Agreement may be executed in counterparts, all such executed counterparts shall constitute the same Agreement, and the signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF AGOURA HILLS

Penny Sylvester,
Mayor

ATTEST:

Kimberly M. Rodrigues, MMC
City Clerk

Date Approved by City Council: _____

APPROVED AS TO FORM:

Candice K. Lee,
City Attorney

CONTRACTOR

Compass Rose GIS LLC
4140 Oceanside Blvd. #159-152
Oceanside, CA 92056
Melisa Caric Lee
(619) 884-8608
melisa@compassrosegis.com

By: 
Name: MELISA CARIC LEE
Title: President

By: 
Name: MELISA CARIC LEE
Title:

[Signatures of Two Corporate Officers Required]

EXHIBIT A

TASKS TO BE PERFORMED

The specific elements (scope of work) of this service include:

Consultant will provide on-call GIS services to the City. Below are the tasks expected to be performed:

- Provide virtual or on-site training to City staff via presentation and/or meetings with individual employees to answer questions quarterly or as needed.
- Provide quarterly or as-needed update of Los Angeles County Assessor information and link to City's parcel shapefile's database table. Parcel shapefile will also need to be updated quarterly to reflect changes in boundary lines caused by recordation of final maps, easements, dedications, lot line adjustments, etc.
- Design maps and exhibits on an as-needed basis.
- Provide on-call GIS tech support.
- Maintain City of Agoura Hills GIS database, and provide maps and accessible links for the City website.
- Create and maintain a publicly accessible GIS viewer where members of the public can go to view their zoning district and other publicly available property information.
- Create and maintain a GIS layer or storyboard showing active projects in the City and their status, using reports from the City's permit software.
- Provide guides on how to use the City's publicly accessible GIS viewer.
- Provide guides and training materials on how to do common Planning or Public Works tasks, such as create radius maps and mailing lists.
- Provide administrative services between the City and ESRI to manage licensing and subscriptions, including online mobile subscription.
- Act as liaison to coordinate and maintain GIS services as it pertains to the City's online permit platform, MyGovernmentOnline, as needed.

EXHIBIT B
PAYMENT RATES AND SCHEDULE

| Role | Rate |
|-------------------|-------------|
| Project Manager | \$145 |
| GIS Administrator | \$125 |
| GIS Analyst | \$80 |
| GIS Developer | \$125 |
| GIS Specialist | \$105 |
| GIS Technician | \$75 |

| Team |
|------------------|
| Compass Rose GIS |
| GIS Surveyors |



REPORT TO CITY COUNCIL

DATE: AUGUST 13, 2025

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: NATHAN HAMBURGER, CITY MANAGER

BY: DIEGO IBANEZ, DIRECTOR OF FINANCE
LOUIS CELAYA, DEPUTY CITY MANAGER

SUBJECT: APPROVE ELECTRIC FLEET TRANSITION PROGRAM PARTICIPATION AGREEMENT, WITH THE CLEAN POWER ALLIANCE, TO DEVELOP A TAILORED PLAN THAT SUPPORTS THE CITY'S TRANSITION TO A ZERO-EMISSION FLEET

The City of Agoura Hills has been a member of the Clean Power Alliance (CPA) since 2019 to bring clean power, local control, and local benefits to the City. As a member agency, the City also has representation on CPA's Board. In a commitment to assist communities in achieving sustainability and decarbonization goals, CPA continues to introduce new and beneficial programs for cities to consider. Recently, the City Council approved the City's participation in the "Power Ready Program" which will bring a new solar grid system to the Recreation and Event Center.

A new program being introduced for consideration by CPA is a part of the Energized Communities Program: Pathways to Electrification. This reimbursable program provides a funding opportunity that will assist with the implementation of electrical vehicle (EV) fleet transition measures, including the EV charging infrastructure, which will assist in the reduction in greenhouse gas emissions.

The program offers up to \$250,000 to assist with the following eligible expenses:

- a. Electric vehicle purchases.
- b. EV charging equipment, including warranties, service contracts, and or subscription fees.
- c. Design, installation, and construction costs for the EV infrastructure.
- d. Managed charging and Fleet services and equipment.
- e. Additional expenses are to be determined and approved by CPA in its sole discretion.

Upon entering this Agreement, staff will collaborate with CPA to develop a tailored plan that supports the City's transition to a zero-emission fleet. This plan will include the design and installation of EV charging infrastructure. Additionally, staff is seeking authorization to utilize the remaining \$62,000 from the South Coast Air Quality Management District (AQMD) AB 2766 Motor Vehicle Subvention Program (070-4190-5684.00) to help fund the purchase of additional EV vehicles. Since the City can contribute to the fleet purchase using AQMD funds, CPA will also provide funds for eligible expenses, allowing the purchase of multiple vehicles under this program. Future vehicle purchases will be brought before the City Council for approval.

As a participant in the Energized Communities Program the City is taking another step to help reduce greenhouse gas emissions, promote resiliency, and ensure a healthier environment.

The proposed Agreement has been reviewed by the City Attorney and approved as to form.

FISCAL IMPACT

The funding source for additional vehicles will come from the AB 2766 account # 070-4190-5684.00. This fund has a balance of \$62,000 and has not been allocated in the Fiscal Year 2025-26. This will require the City Council's authorization to appropriate \$62,000 from the AB 2766 fund to the current FY 2025-26 Budget to purchase additional Electric Vehicles.

RECOMMENDATION

Staff respectfully recommends the City Council approve the following:

1. Electric Fleet Transition Program Participation Agreement; and
2. Authorize the City Manager to execute the Agreement, and all documents related to the program's implementation on behalf of the city; and
3. Authorize the appropriation of \$62,000 from the AB 2766 Fund to the current FY 2025-26 Budget.

Attachments

[Electric Fleet Participation Agreement_Agoura Hills.pdf](#)

ELECTRIC FLEET TRANSITION PROGRAM PARTICIPATION AGREEMENT

This Electric Fleet Transition Program Participation Agreement (“Agreement”), made as of the last date signed below (the “Effective Date”), by and between the City of Agoura Hills, a California municipal corporation (“Participant”), and Clean Power Alliance of Southern California, a Joint Powers Authority and Community Choice Aggregation program (“CPA”), referred to individually or collectively as “Party” or “Parties,” is to enroll Participant in the CPA Energized Communities Program for Electric Fleet Transition, described in more detail below.

RECITALS

WHEREAS, CPA has launched the Energized Communities Program (“Energized Communities”) to assist CPA’s member agencies with the implementation of building and transportation electrification measures to reduce dependence on fossil fuels and reach sustainability and decarbonization goals by providing financial and technical support;

WHEREAS, as part of the Energized Communities program offering, CPA desires to support transportation electrification efforts in its service territory through the CPA Energized Communities Program for Electric Fleet Transition (“Program”), which seeks to help Participant develop and implement electrical vehicle (“EV”) fleet transition measures that will result in increased EV charging infrastructure, and reductions in greenhouse gas emissions;

WHEREAS, to implement the Program, CPA has entered into the Professional Services Agreement, dated as of March 7, 2024, by and between Optony, Inc. (“Optony”) and CPA, under which Optony will provide technical support for Participant as it engages in efforts to develop, draft, review, and/or implement Participant’s fleet electrification measures;

WHEREAS, CPA intends to make Optony or a successor consultant (“Contractor”) available to Participant and other CPA member agencies to support Participant as it engages in its own effort to develop, draft, review, and/or implement Participant’s fleet electrification measures;

WHEREAS, Participant desires technical support from Contractor as Participant develops, drafts, reviews, and/or implements fleet electrification measures; and

WHEREAS, Participant may seek financial support provided by CPA to offset the cost of implementing fleet electrification measures as agreed upon by the Parties.

NOW, THEREFORE, in consideration of the mutual promises and agreements herein contained, it is mutually understood and agreed by and between the Parties as follows:

AGREEMENT

1. **Term.** This Agreement begins on the Effective Date and ends on June 30, 2029 (“Term”).
2. **Termination.** Any Party may terminate this Agreement for convenience and without liability to the other Party upon giving the other Party thirty (30) days prior written notice.

3. **CPA Obligations.** CPA agrees to perform the services and provide financial reimbursement to Participant, as detailed in Exhibit A, Electric Fleet Transition – Program Terms and Conditions, attached hereto.
4. **Participant Obligations.** Participant agrees to the obligations detailed in Exhibit A attached hereto.
5. **LIMITATION OF LIABILITY; NO REPRESENTATION OR WARRANTY; INDEMNITY.**
 - a. CPA DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND TITLE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE WITH RESPECT TO (1) SERVICES PROVIDED BY CONTRACTOR TO PARTICIPANT AND (2) ANY FLEET ELECTRIFICATION MEASURES IMPLEMENTED BY PARTICIPANT.
 - b. INDEMNIFICATION. EACH PARTY SHALL INDEMNIFY AND HOLD HARMLESS TO THE FULLEST EXTENT PERMITTED BY LAW THE OTHER PARTY AND ITS ELECTED OFFICIALS, OFFICERS, EMPLOYEES, MEMBERS, VOLUNTEERS, AGENTS, AND REPRESENTATIVES FROM AND AGAINST ANY AND ALL DAMAGES, LIABILITIES, COSTS, EXPENSES, CLAIMS, PENALTIES AND/OR JUDGMENTS, INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES AND DISBURSEMENTS THAT DIRECTLY OR INDIRECTLY ARISE AND/OR RESULT FROM THE INDEMNIFYING PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. THIS INDEMNIFICATION SHALL BE ONLY IN PROPORTION TO AND TO THE EXTENT THAT SUCH CLAIMS, JUDGMENTS, CAUSES OF ACTION, DAMAGES, PENALTIES, COSTS, LIABILITIES, AND EXPENSES, INCLUDING ATTORNEYS' FEES AND COSTS INCURRED IN THE DEFENSE OF ANY SUCH CLAIM OR ANY ACTION OR PROCEEDING BROUGHT THEREON ARISE FROM THE NEGLIGENT OR INTENTIONAL ACTS OR OMISSIONS OF INDEMNIFYING PARTY, AND ITS OFFICERS, EMPLOYEES, INVITEES, OR AGENTS. NOTWITHSTANDING THE FOREGOING, CPA SHALL BE UNDER NO OBLIGATION WHATSOEVER TO INDEMNIFY PARTICIPANT OR HOLD PARTICIPANT HARMLESS, INCLUDING BUT NOT LIMITED TO ATTORNEY'S FEES, COSTS, OR DISBURSEMENTS TO THE EXTENT RESULTING FROM PARTICIPANT'S CONSIDERATION, DEVELOPMENT, REVIEW, DRAFTING, ADOPTION, AND/OR PARTICIPANT'S IMPLEMENTATION OF PARTICIPANT'S FLEET ELECTRIFICATION

MEASURES.

- c. LIMITATION OF LIABILITY. CPA SHALL NOT BE LIABLE TO PARTICIPANT FOR ANY CONSEQUENTIAL, INDIRECT, PUNITIVE, LOST PROFIT, LOST OPPORTUNITY, OR EXEMPLARY DAMAGES FOR ANY CLAIM, WRIT, PETITION, OR CAUSE OF ACTION RELATED TO THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO PARTICIPANT'S DEVELOPMENT, DRAFTING, REVIEW, ADOPTION, AND/OR PARTICIPANT'S IMPLEMENTATION OF PARTICIPANT'S FLEET ELECTRIFICATION MEASURES, ANY SERVICES PROVIDED BY CONTRACTOR, AND/OR ANY OTHER CLAIM, WRIT, PETITION, OR CAUSE OF ACTION RELATED TO THIS AGREEMENT WHETHER ARISING FROM BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), STATUTE, OR OTHERWISE (EXCEPT TO THE EXTENT DIRECTLY RESULTING FROM CPA'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT).

6. Insurance.

- a. The Parties agree to provide and maintain throughout the Term of this Agreement, at their own expense, a program of insurance, or self-insurance, covering the activities and operations of their respective officers, agents and employees, and contractors for the Term of this Agreement. This insurance shall include general liability insurance with coverage limits of \$2,000,000 per occurrence and \$2,000,000 aggregate (unless the aggregate is on a per-policy basis, in which case the aggregate shall be a minimum of \$4,000,000). This insurance shall be endorsed to include the following: (i) CPA, its Board, Officers, Officials, Employees, Agents, Servants, and Volunteers are covered as additional insureds on Participant's commercial general liability policy, and Participant's Board, Officers, Officials, Employees, Agents, Servants, and Volunteers are covered as additional insureds on CPA's commercial general liability policy; and (ii) a written notice to be mailed to the other Party 30 days prior to the effective date of a cancellation or non-renewal of such insurance.
- b. Participant agrees to maintain throughout the Term of this Agreement, at their own expense, an automobile liability policy covering any auto (including owned, hired, and non-owned autos) with limits no less than \$1,000,000 per occurrence for bodily injury and property damage.
- c. The Parties agree to maintain throughout the Term of this Agreement, at their own expense, a workers' compensation policy as required by the State of California, with Statutory Limits and Employer's Liability Insurance of no less than

\$1,000,000 per occurrence for bodily injury or disease.

- d. Upon request, either Party shall provide the other evidence of such coverage naming the other Party as an additional insured including an additional insured endorsement issued by the insurance company or program of self-insurance.
 - e. CPA may waive or change any of the requirements in this Section 6, upon mutual agreement with the Participant.
 - f. Nothing herein waives or reduces a Party's indemnification obligations pursuant to Section 5.
7. **Publicity.** Any marketing materials generated by Participant related to the performance of this Agreement should reference CPA's contributions. Each Party shall make best efforts to display or utilize the words "Clean Power Alliance" and "City of Agoura Hills" in all marketing materials related to the performance of this Agreement, including flyers, press releases, posters, brochures, public service announcements, interviews, and newspaper articles (to the extent possible); provided, that CPA may omit "City of Agoura Hills" from CPA marketing materials when publicizing the Program generally and not specifically with respect to (a) this Agreement or (b) Participant's participation in the Program. Any piece of publicity issued by Participant, including those mentioned above, must be reviewed and approved by CPA before issuing a press release. Participant agrees to provide CPA with reasonable time for review before such issuance.

Participant shall include CPA's logo and a statement acknowledging CPA funding of electrification measures on any equipment, including vehicles, and project signage. Statements shall be provided by CPA and placement of such statement shall be agreed to by both Parties. Where CPA and Participant logos are used on any signage or documentation arising in connection with this Agreement, the logos of each Party will be of equal size.

8. **General Provisions.**

- a. Entire Agreement. This Agreement represents the full and complete understanding between the Parties as to the subject matter of this Agreement and supersedes any other agreement(s) and understanding(s), either oral or written, between the Parties related to the subject matter of this Agreement.
- b. Amendment. Any amendment to or modification of this Agreement will be effective only if in writing and signed by each Party's authorized representative. No verbal agreement or implied covenant will be valid to amend or abridge this Agreement.
- c. Governing Law and Venue. This Agreement is governed by the laws of the State of

California. Any lawsuit filed in relation to this Agreement must be filed with the Superior Court for the County of Los Angeles, State of California.

- d. Third Party Beneficiaries. There are no intended third-party beneficiaries of this Agreement.
- e. Independent Parties. Each Party shall perform its responsibilities and activities described herein separately and not as an officer, agent, employee, or volunteer of the other Party hereto. Each Party shall be solely responsible for the acts and omissions of its officers, agents, and employees. Nothing herein shall be considered as creating a partnership or joint venture between the parties.
- f. Headings. The headings in this Agreement are for convenience only, are not a part of the Agreement, and in no way affect, limit, or amplify the terms or provisions of this Agreement.
- g. Severability / Partial Invalidity. If any term or provision of this Agreement, or its application to a particular situation, is found by the court to be void, invalid, illegal, or unenforceable, such term or provision shall remain in force and effect to the extent allowed by such ruling. All other terms and provisions of this Agreement or their application to specific situations shall remain in full force and effect. The Parties agree to work in good faith to amend this Agreement to carry out its intent.
- h. Survival. All provisions which by their nature must continue after the Agreement expires or is terminated shall survive the Agreement and remain in full force and effect, including but not limited to the indemnification requirement in Section 5.
- i. Notices. All notices, requests, and approvals must be sent in writing to the persons below, which will be considered effective on the date of personal delivery; or the date confirmed by the reputable overnight delivery service; or on the fifth calendar day after deposit in the United States Mail, postage prepaid; or the next business day following submission by electronic mail:

To CPA:
Joanne O'Neill
Director, Customer Programs
801 S. Grand Ave., Suite 400
Los Angeles, CA 90017
joneill@cleanpoweralliance.org

With a copy, which shall not serve as notice as required or specified herein, to:

EnergizedCommunities@cleanpoweralliance.org

To Participant:
Nathan Hamburger
City Manager
City of Agoura Hills
30001 Ladyface Court
Agoura Hills, CA 91301
nhamburger@agourahillscity.org

- j. Electronic Signatures. This Agreement may be executed by electronic signature(s) and transmitted either by facsimile or in a portable document format (“pdf”) version by email and such electronic signature(s) shall be deemed as original for purposes of this Agreement and shall have the same force and effect as a manually executed original.

- k. Execution in Counterparts. This Agreement may be executed in two or more counterpart copies, each of which shall be deemed as an original and all of which, when taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement on the latest date of execution set forth below.

Ted Bardacke
Chief Executive Officer
Clean Power Alliance of Southern California
Date:

Nathan Hamburger
City Manager
City of Agoura Hills
Date:

APPROVED AS TO FORM:

Candice K. Lee
City Attorney
City of Agoura Hills
Date:

Exhibit A

Electric Fleet Transition - Program Terms and Conditions

1. CPA Obligations

- a. CPA will make commercially reasonable efforts to ensure the availability of Contractor to provide the Technical Services (as defined below). CPA does not guarantee (a) that Contractor will be able to perform all duties that Participant staff would otherwise perform, or (b) that participation in the Program ensures implementation of fleet electrification measures.
- b. CPA will provide financial reimbursement to Participant in an amount (i) no greater than \$250,000 (two hundred fifty thousand dollars) and (ii) to be specified in the Project Scope and Budget, as defined below.
- c. CPA will monitor the technical support provided by Contractor and help coordinate fleet electrification efforts with regional stakeholders, as agreed upon by CPA and Participant pursuant to the Project Scope and Budget (as such terms are defined below).

2. Participant Obligations

- a. Data, Point of Contact, and Access. Within twelve (12) months after the Effective Date, Participant agrees to provide requested data and a dedicated point of contact to CPA and Contractor for coordination purposes throughout the Program. Participant agrees to coordinate visits to its facilities with CPA and Contractor, as needed, to collect information to prepare site designs and EV charging infrastructure installation plans.
- b. Scope and Budget. Participant shall commit to a project scope and budget (“Project Scope and Budget”) that plans to acquire EVs into the agency’s fleet, construct charging infrastructure, and/or install EV charging ports, within three years after the initial project launch meeting with CPA and Contractor, substantially in the form of Exhibit B, Form of Project Scope and Budget, attached to the Agreement. Participant acknowledges and agrees that it shall not be eligible to receive Technical Services or Project Funding (as such terms are defined below) until CPA and Participant mutually agree upon the Project Scope and Budget.
- c. Technical Services. Within twelve (12) months after the Effective Date, Participant shall specify which of the following services (“Technical Services”) will be requested from the Contractor in the Project Scope and Budget:
 - i. Fleet replacement plan.
 - ii. Energy needs assessment.

- iii. Charging infrastructure plan for one or more locations.
 - iv. Permit-ready site designs.
 - v. Managed charging assessment to analyze optimized and non-optimized EV charging costs.
 - vi. Funding package overview to identify rebate and funding opportunities appropriate for the project, including a summary of the CPA funds available to implement the project recommendations (“Funding Memo”).
- d. Project Funding. Participant shall specify expected use of funding for project implementation (“Project Funding”) and make that request from CPA in the Project Scope and Budget.
- i. The following expenses are eligible for Project Funding from CPA:
 1. Electric vehicles purchase (funding will cover the cost difference between a fossil fuel vehicle and its comparable electric alternative, which shall be an amount to be determined by CPA in consultation with Contractor).
 2. EV charging equipment, including warranties, service contracts, and/or subscription fees.
 3. Installation costs for EV infrastructure.
 4. Managed Charging (as defined below) services and equipment.
 5. Construction costs for charging infrastructure.
 6. Additional expenses to be determined and approved by CPA in its sole discretion.
 - ii. Participant acknowledges and agrees that any costs for construction and installation of charging infrastructure that are not agreed upon under the Project Scope and Budget shall be borne by Participant.
 - iii. Warranties and operations support for equipment and any energy management systems will be the responsibility of the Participant to arrange for with the specific vendors of those systems.
 - iv. If Participant elects to receive Project Funding for the purchase of fleet vehicles or EV charging equipment to meet its fleet electrification objectives, it must meet the following requirements:
 1. Participants that elect to receive funding for the purchase of EVs or EV charging equipment will be required to enroll in a managed charging service (“Managed Charging”) for at least three years [or otherwise acknowledge the agency’s fleet will avoid charging vehicles during peak periods where feasible]. The following options are available to satisfy Participant’s obligation to enroll in Managed Charging:
 - a. Enrollment in a managed charging program offered by CPA.
 - b. Enrollment in managed charging services to be provided by Contractor.

- c. Enrollment in a managed charging program offered by a third party, subject to CPA's prior written approval.
 - d. Creation of a charging schedule and optimization plan, subject to CPA's prior written approval.
 - 2. Fleet vehicles purchased using funding provided under this Agreement must be owned by Participant.
 - v. Participant is allowed to combine Project Funding from CPA with funding from other organizations and sources, including, but not limited to, investor-owned utilities, South Coast Air Quality Management District, rebates, and state and federal grants. Participant shall inform CPA if grants and other funding related to the project scope are received. Participant agrees and acknowledges that in no event shall the combined funding from CPA and third parties exceed 100% of total project costs, as specified in the Funding Memo. Should such situation arise, the Parties will review the Project Scope and Budget to consider amendments and/or a reduction in Project Funding.
 - vi. Reimbursement. Participant shall submit appropriate documentation to request reimbursement for measures as specified in the agreed upon Project Scope and Budget substantially in the form of Exhibit C, Form of Reimbursement Request, attached to the Agreement.
- e. Intellectual Property. Participant agrees and acknowledges that all tools, templates, and other resources generated by the Contractor during the implementation of the Program will be the intellectual property of CPA; provided, however, that the Participant shall be allowed to use and access such tools, templates and resources for construction and maintenance of the Project.
- f. CPA Customer. As of the Effective Date, Participant represents and warrants that Participant is a CPA public agency customer and acknowledges and agrees that Participant is required to continue to be a CPA public agency customer in order to be eligible to receive services and financial reimbursement under this Agreement.
- g. Notice to Proceed. Participant shall provide to CPA a written notice to proceed ("Notice to Proceed") to commence charging infrastructure plans and site design services prior to Contractor commencing work on the Technical Services specified in Section 2.c.iii and 2.c.iv of this Exhibit A. The Notice to Proceed shall indicate that the Participant intends to move forward with constructing charging infrastructure.
- h. Fleet Composition, Facilities Information, and Energy Data. Participant agrees to share information with CPA and Contractor regarding fleet composition and usage, including asset inventories, fueling records, duty cycles, mileage readings, etc., as available, facilities information including as-builts or architectural

designs, panel schedules, single-line diagrams, as available, and historical energy data for facilities that may install charging.

- i. Ongoing Data: Participant agrees to provide CPA access to EV charging data through the charging operator's online portal or other system to be determined, and share EV charging data with CPA during the Term of this Agreement.

Exhibit B

Form of Project Scope and Budget

Following the terms provided in the Participation Agreement, the specific Project Scope and Budget for Participant will be submitted to CPA substantially in the form illustrated below.

Fleet size is based on the total number of vehicles in the fleet and is determined when the scope and budget for the project are finalized. [Preset costs for services are provided in the table below. Participants may not necessarily select all services.]

Table: Project Scope and Budget

| Contractor Services Provided | Services Selected by Participant | Budget for Small Fleet Services (less than 100 vehicles) | Budget for Medium Fleet Services (100-300 vehicles) |
|--|---|---|--|
| Fleet Replacement Plan | | [\$6,000] | [\$10,000] |
| Energy Needs Assessment | | [\$6,000] | [\$10,000] |
| Charging Infrastructure Plan (for selected facilities listed here) | | [\$8,000] | [\$15,000] |
| Site-visit | | [\$5,000] | [\$5,000] |
| Permit-ready site designs (per site) | | [\$14,500] | [\$24,000] |
| Funding package overview | | [\$5,000] | [\$5,000] |
| Managed Charging (Charging Schedule and Optimization Plan) | | [\$12,000] | [\$12,000] |
| Subtotal for Technical Services | | | |
| Summarize how Participant intends to use Project Funding to implement recommendations (refer to eligible expenses in Exhibit A). | | | |
| Subtotal for Project Funding | | | |

| | | | |
|--|--|--|--|
| <p>Indicate if Participant elects to receive Project Funding only for electric vehicle and/or equipment purchase and not for Technical Services. Summarize how the funds will be used here. Participant will follow requirements in Exhibits A and C</p> | | | |
| <p>Total Budget Requested</p> | | | |

Exhibit C

Form of Reimbursement Request

Participant will submit a W-9, and any invoices, receipts, or other appropriate documentation to show paid expenditure of funds, along with the reimbursement request for measures, as specified in the agreed upon Project Scope and Budget. A reimbursement request with the information noted in the table below will be submitted to CPA for approval. CPA will notify the Participant of approval and forthcoming repayment.

Reimbursement Request Form

| Fleet Electrification Measure | Reimbursement Amount Requested | Documentation Provided (Invoice, Purchase Receipt, etc.) | Total Project Funding Budget Assigned* | Remaining Budget |
|--|---------------------------------------|---|---|-------------------------|
| Electric vehicle purchase | | | | |
| EV charging equipment, including warranties, service contracts, and/or subscription fees | | | | |
| Installation costs for EV infrastructure | | | | |
| Managed Charging (energy management) subscription and/or equipment costs | | | | |
| Construction costs for charging infrastructure | | | | |
| Additional expenses to be determined and approved by CPA | | | | |
| Total Amounts | | | | |

*Project Funding budget refers to the budget amount remaining following the completion of Technical Services, as outlined in Exhibit A and Exhibit B.



REPORT TO CITY COUNCIL

DATE: AUGUST 13, 2025
TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL
FROM: NATHAN HAMBURGER, CITY MANAGER
BY: RAMIRO ADEVA, ASSISTANT CITY MANAGER
SUBJECT: APPROVE CO-TERM AGREEMENT, WITH FLOCK GROUP INC., FOR 26 LICENSE PLATE READER CAMERAS

In October 2023, the City entered into an agreement with Flock Group Inc. to install 14 license-plate-reader (LPR) cameras at key ingress and egress locations throughout Agoura Hills. Following installation, the system was closely monitored, and data demonstrated significant benefits to public safety, including enhanced investigative support and deterrence of criminal activity.

Based on these positive outcomes and strong support from local law enforcement, the City expanded the program with an additional 12 LPR cameras in November 2024. This second contract created a separate renewal schedule, resulting in two distinct annual renewal and payment cycles.

To simplify administration and create a uniform renewal timeline, Flock Group Inc. offered the option to co-term all 26 cameras under a single contract to avoid having 14 LPR cameras renew in October each year, while the other 12 LPR cameras renew in November each year. The proposed new agreement would replace the existing two contracts and establish a single annual renewal date of September 1, 2025, consolidating the 26 existing cameras into one contract with Flock Group Inc.. To co-term the two existing contracts, credits, and a partial payment were reconciled to align everything for the September renewal date. Staff worked closely with the Flock Group Inc. team and confirmed the payment terms outlined in the attached draft agreement.

The benefits of co-terming include:

- Simplifies contract management and budget planning
- Aligns payment cycles into a single renewal date

This approach enhances efficiency for both City staff and Flock Group Inc. while continuing to provide critical public safety benefits.

FISCAL IMPACT

The adopted Fiscal Year 2025-26 budget includes \$75,000 from the (240-4210-5683.00) for the Flock Group Inc. LPR program, which will cover the pro-rated cost for the first co-termed year of \$74,557.50. Future annual costs will be \$78,000 per fiscal year, which will be incorporated into subsequent budget cycles. There is no additional fiscal impact to the approved FY 2025-26 budget.

RECOMMENDATION

Staff respectfully recommends the City Council:

1. Approve the proposed co-term agreement with Flock Group Inc. for 26 License Plate Reader (LPR) cameras beginning September 1, 2025; and
2. Authorize the City Manager to execute the agreement on behalf of the City.

Attachments

[Co-Term Agreement with Flock Group Inc.](#)

Flock Safety + CA - City of Agoura Hills

Flock Group Inc.
1170 Howell Mill Rd, Suite 210
Atlanta, GA 30318

MAIN CONTACT:
Sam Meyer
sam.meyer@flocksafety.com
4082348497



EXHIBIT A
ORDER FORM

Customer: CA - City of Agoura Hills
Legal Entity Name: CA - City of Agoura Hills
Accounts Payable Email: radeva@agourahillscity.org
Address: 30001 Ladyface Ct Agoura Hills, California
91301

Initial Term: 24 Months
Renewal Term: 12 Months
Payment Terms: Net 30
Billing Frequency: Annual
Retention Period: 30 Days

Hardware and Software Products

Annual recurring amounts over subscription term

| Item | Cost | Quantity | Total |
|----------------------------------|----------|----------|--------------------|
| Flock Safety Platform | | | \$78,000.00 |
| Flock Safety Flock OS | | | |
| Flock Safety Platform - | Included | 1 | Included |
| Flock Safety LPR Products | | | |
| Flock Safety LPR, fka Falcon | Included | 26 | Included |

Professional Services and One Time Purchases

| Item | Cost | Quantity | Total |
|----------------------|------|----------|-------|
| One Time Fees | | | |

| | |
|-----------------------------------|--------------|
| Subtotal Year 1: | \$78,000.00 |
| Annual Recurring Subtotal: | \$78,000.00 |
| Estimated Tax: | \$0.00 |
| Contract Total: | \$156,000.00 |

Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a "Renewal Term") unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.

The Term for Flock Hardware shall commence upon first installation and validation, except that the Term for any Flock Hardware that requires self-installation shall commence upon execution of the Agreement. In the event a Customer purchases more than one type of Flock Hardware, the earliest Term start date shall control. In the event a Customer purchases software only, the Term shall commence upon execution of the Agreement.

Special Terms:

• This Agreement supersedes any and all previously executed agreement between the Parties, relating to the provision of services by Flock to Customer and any exhibits attached thereto or incorporated therein by reference. Upon execution of this Agreement, all previously executed agreements pertaining to the Services provided shall run coterminous with the Term of this Agreement. In the event of any overlap in subscription terms and prior invoices, payments will be provided in pro rata credit. Any estimates provided on credits are subject to change based on execution of new contract.

| Annual Billing Schedule | |
|--|--------------|
| Year 1 | \$78,000.00 |
| Year 2 | \$78,000.00 |
| Contract Total: | |
| | \$156,000.00 |
| Estimated Credits: | |
| | -\$11,242.50 |
| Invoice Balance Due | |
| INV-52397 (Partially Paid) | \$7,800.00 |
| Estimated Remaining Credits: | |
| | -\$3,442.50 |
| Annual Totals | |
| Year 1 + Remaining Credits | \$74,557.50 |
| Annual Recurring: | \$78,000.00 |
| <i>All credits are estimates based on contract start of 09/01/2025. Credit estimate reflects a partial payment on INV-52397.</i> | |

Billing Schedule

| Billing Schedule | Amount (USD) |
|--------------------------------------|--------------|
| Year 1 | |
| At Contract Signing | \$78,000.00 |
| Annual Recurring after Year 1 | \$78,000.00 |
| Contract Total | \$156,000.00 |

*Tax not included

Product and Services Description

| Flock Safety Platform Items | Product Description |
|------------------------------|---|
| Flock Safety Platform - | An integrated public safety platform that detects, centralizes and decodes actionable evidence to increase safety, improve efficiency, and connect the community. |
| Flock Safety LPR, fka Falcon | Law enforcement grade infrastructure-free (solar power + LTE) license plate recognition camera with Vehicle Fingerprint™ technology (proprietary machine learning software) and real-time alerts for unlimited users. |

By executing this Order Form, Customer represents and warrants that it has read and agrees all of the terms and conditions contained in the Terms of Service located at <https://www.flocksafety.com/terms-and-conditions>.

The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.

Customer: CA - City of Agoura Hills

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

PO Number: _____



REPORT TO CITY COUNCIL

DATE: AUGUST 13, 2025

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: NATHAN HAMBURGER, CITY MANAGER

BY: BRIAN WOODWORTH, PUBLIC WORKS PROJECT MANAGER
CHARMAINE YAMBAO, DIRECTOR OF PUBLIC WORKS DIRECTOR / CITY ENGINEER

SUBJECT: APPROVE THIRD AMENDMENT TO AGREEMENT FOR CONTRACTOR SERVICES, WITH WEST COAST ARBORISTS, INC., RELATED TO TREE TRIMMING SERVICES

Since 2011, West Coast Arborists, Inc. (West Coast) has provided the City with tree trimming services. Specifically, their contract scope of work includes, but is not limited to:

- Tree pruning
- Tree and stump removal
- Tree planting
- Emergency response
- Updating the City's tree inventory

On May 12, 2021, the City Council authorized the contract award to West Coast which allowed for three years of guaranteed work, with the option of two additional one-year extensions, for a total of five years.

The City Council approved the first amendment to the agreement on June 26, 2024, which extended the agreement to June 30, 2025.

On June 25, 2025, the City Council approved the second amendment to the agreement which allowed for the final extension to the contract.

The City Council's Fiscal Year 2025-26 Goals includes conducting a Citywide Tree Inventory Assessment that would include reviewing and updating the multi-year plan for tree replacements and trimming with the focus on fire resiliency.

The City recently received a grant from the Santa Monica Mountains Conservancy for fire mitigation planning in the amount of \$100,000. Staff is recommending approximately \$30,000 of the grant be used to have West Coast complete the tree inventory which will include recommendations for tree/landscape maintenance, removals and/or replacements. Approximately \$10,000 of the grant would be used for the initial implementation of the plan which may include planting native trees by West Coast.

Staff is requesting approval of the third amendment to increase the not-to-exceed from \$120,000 to \$160,000 in order to complete this work. All other terms and conditions of the agreement remain the same as previously approved.

The proposed amendment has been reviewed by the City Attorney and approved as to form.

FISCAL IMPACT

The approved Fiscal Year 2025-26 City Budget allocated \$75,000 (020-4520-5520.23 Tree Maintenance), \$25,000 (010-4450-5520.95 Tree Maintenance in Parks), and \$20,000 (010-4505-5520.03 Special Projects) for tree maintenance. The \$40,000 increase to the West Coast agreement would be paid entirely by the grant funding.

It should be noted this funding was awarded after the approval of the Fiscal Year 2025-26 City Budget. If approved, the \$40,000 of grant funding will need to be appropriated to the Fiscal Year 2025-26 Budget Cycle (260-4505-5520.00 Contract Services) in order to use the grant funding.

RECOMMENDATION

Staff respectfully recommends the City Council:

1. Approve the Third Amendment to the Agreement for Contractor Services with West Coast Arborists, Inc., related to tree maintenance services; and
2. Appropriate \$40,000 of the Santa Monica Mountains Conservancy Fire Mitigation Planning Grant to the Fiscal Year 2025-26 Budget Cycle.

Attachments

[Third Amendment - West Coast Arborist.pdf](#)

THIRD AMENDMENT TO AGREEMENT FOR CONTRACTOR SERVICES
WITH THE CITY OF AGOURA HILLS

| | |
|--------------------------------------|--|
| NAME OF CONTRACTOR: | West Coast Arborist |
| RESPONSIBLE PRINCIPAL OF CONTRACTOR: | Attn: Patrick Mahoney |
| CONTRACTOR'S ADDRESS: | 2200 E. Via Burton Anaheim, CA 92806 |
| CITY'S ADDRESS: | City of Agoura Hills 30001 Ladyface Court Agoura Hills, CA 91301 Attn: City Manager |
| PREPARED BY: | Brian E. Woodworth |
| COMMENCEMENT DATE: | August 13, 2025 |
| TERMINATION DATE: | June 30, 2026 |
| CONSIDERATION: | Amendment Amount: \$40,000 Total Contract Price Not to Exceed: \$640,000.00 |

**THIRD AMENDMENT TO AGREEMENT BETWEEN
CITY OF AGOURA HILLS AND WEST COAST ARBORIST, INC.**

Professional Tree Trimming Services

THIS THIRD AMENDMENT is made and entered into as of August 13, 2025, by and between the City of Agoura Hills, a municipal corporation (hereinafter referred to as "City"), and West Coast Arborist, Inc. (hereinafter referred to as "Contractor"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. This Amendment is made with respect to the following facts and purposes:

a. On July 1, 2021, the City and Contractor entered into that certain Agreement entitled "Agreement for Contractor Services," in the amount of Three Hundred Sixty Thousand Dollars and Zero Cents (\$360,000.00).

b. On June 26, 2024 the City and Contractor entered into the First Amendment to that certain Agreement entitled "Agreement for Contractor Services," to extend the term of the agreement to June 30, 2025 and increase the payment in the amount of One Hundred Twenty Thousand Dollars and Zero Cents (\$120,000.00), and to increase the total contract amount of Four Hundred Eighty Thousand Dollars and Zero Cents (\$480,000.00).

c. On July 1, 2025 the City and Contractor entered into the Second Amendment to that certain Agreement entitled "Agreement for Contractor Services," to extend the term of the agreement to June 30, 2026 and increase the payment in the amount of One Hundred Twenty Thousand Dollars and Zero Cents (\$120,000.00), and to increase the total contract amount of Six Hundred Thousand Dollars and Zero Cents (\$600,000.00).

d. The parties now desire to increase the payment in the amount of Forty Thousand Dollars and Zero Cents (\$40,000.00), to conduct a Citywide Tree Inventory Assessment identifying potential trees for removal and replacement which shall increase the total contract amount to Six Hundred Forty Thousand Dollars and Zero Cents (\$640,000.00), and to amend the Agreement as set forth in this Amendment.

2. Section 5 of the Agreement entitled "**PAYMENT**" at paragraph "a" is hereby amended to read as follows:

"The City agrees to pay Contractor monthly, in accordance with the payment rates and schedules and terms set forth in Exhibit B, Payment Rates and Schedule, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. Any terms in Exhibit B, other than the payment rates and schedule of payment, are null and void. The Third Amendment amount shall not exceed Forty Thousand Dollars and Zero Cents (\$40,000.00), for a total agreement of Six Hundred Forty Thousand Dollars and Zero Cents (\$640,000.00)."

3. Except for the changes specifically set forth herein, all other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Third Amendment to Agreement to be executed the day and year first above written.

CITY OF AGOURA HILLS

Penny Sylvester,
Mayor

ATTEST:


Kimberly M. Rodrigues, MMC
City Clerk
Date Approved by City Council: _____

APPROVED AS TO FORM:

Candice K. Lee,
City Attorney

CONTRACTOR

West Coast Arborist, Inc.
2200 E. Via Burton
Anaheim, CA 92806
Patrick Mahoney
1-800-521-3745
Pmahoney@wcainc.com

By:  _____
DocuSigned by:
324C79FBEE1F4FC...

Print Name: Patrick Mahoney _____

Title: President _____

By:  _____
DocuSigned by:
E7EE9F99D1904DA...

Print Name: RICHARD MAHONEY _____

Title: Secretary _____

[Signatures of Two Corporate Officers Required]



REPORT TO CITY COUNCIL

DATE: AUGUST 13, 2025

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: NATHAN HAMBURGER, CITY MANAGER

BY: ERIC WANG, ASSOCIATE PLANNER
GENE BURSE, SENIOR PLANNER
DENICE THOMAS, COMMUNITY DEVELOPMENT DIRECTOR

SUBJECT: APPROVE THREE-YEAR AGREEMENTS FOR CONTRACTOR SERVICES, WITH BRODERSEN ASSOCIATES, FOR: 1) CITY-INITIATED (NON-REIMBURSABLE) PROJECTS, AND 2) NON-CITY-INITIATED (REIMBURSABLE) PROJECTS FOR LANDSCAPE CONSULTANT SERVICES

The purpose of this item is to seek City Council approval to enter into two separate agreements for Consultant Services with Brodersen Associates for Fiscal Years 2025-26, 2026-27, and 2027-28: (1) provide landscape and irrigation consulting services on a time-and-materials basis for City-initiated projects for a total not-to-exceed fee of \$27,000 per year; and (2) provide landscape/and irrigation consulting services for non-City-initiated projects on a time-and-materials basis at a total not-to-exceed fee of \$25,000 per year. Total annual cost will be no more than \$52,000.

Brian Brodersen, of Brodersen Associates, has previously provided the City these services. Staff has been pleased with Mr. Brodersen's previous work, and is confident Mr. Brodersen will provide the same quality consulting services in a cost-effective and timely manner.

Each agreement's amount reflects the expected division workload for the year, as well as expenses to-date in the current year's agreements.

The City-initiated scope of services includes plan checking and site inspections pertaining to City-sponsored projects, other special projects, and other City-assigned tasks, including assisting residents and businesses with landscape and irrigation questions. Exhibit A lists the specific scope of work and Exhibit B, the hourly rates of staff.

The non-City-initiated scope of services includes reviewing applicants' landscape and irrigation plans, assisting staff with implementing local and regional landscape/irrigation requirements, and conducting site inspections. Consulting services under this agreement were previously paid for by applicant trust accounts. However, as of July 1, 2025, applicants now pay a one-time fee reducing staff time associated with tracking account balances. Exhibit A lists the specific scope of work and Exhibit B, the hourly rates of staff.

The proposed Agreements have been reviewed by the City Attorney and approved as to form.

FISCAL IMPACT

There is no additional fiscal impact to the City Council 2025-26 or 2026-27 Budget years as funds were allocated towards all landscape consultant services (including non-City and City-initiated projects) in account numbers 010-4505-552000 (Public Works) and 010-4305-552000 (Planning) that cover all expected annual expenses.

RECOMMENDATION

Staff respectfully recommends the City Council approve the following: (1) a three-year Agreement for Contractor Services with Brodersen Associates for Landscape Services for City-Initiated Projects on a time-and-materials basis for a not-to-exceed fee of \$27,000 per year; and (2) a three-year Agreement for Contractor Services with Brodersen Associates for Landscape Services for Non-City-Initiated Projects on a time-and-materials basis for a not-to-exceed fee of \$25,000 per year.

Attachments

[1. Brodersen City-Initiated Contract.pdf](#)

[2. Brodersen Non-City Initiated Contract.pdf](#)

AGREEMENT FOR CONTRACTOR SERVICES
WITH THE CITY OF AGOURA HILLS

| | |
|--------------------------------------|--|
| NAME OF CONTRACTOR: | Brodersen Associates |
| RESPONSIBLE PRINCIPAL OF CONTRACTOR: | Attn: Brian Brodersen |
| CONTRACTOR'S ADDRESS: | 422 East Main Street Ventura, CA 93001 |
| CITY'S ADDRESS: | City of Agoura Hills 30001 Ladyface Court Agoura Hills, CA 91301 Attn: City Manager |
| PREPARED BY: | Eric Wang |
| COMMENCEMENT DATE: | August 13, 2025 |
| TERMINATION DATE: | August 13, 2028 |
| CONSIDERATION: | Agreement Price: Not to Exceed: \$27,000/yr |

**AGREEMENT FOR CONTRACTOR SERVICES BETWEEN
THE CITY OF AGOURA HILLS AND BRODERSEN
ASSOCIATES FOR CITY-INITIATED PROJECTS**

THIS AGREEMENT is made and effective as of August 13, 2025, between the City of Agoura Hills, a municipal corporation ("City") and Brodersen Associates ("Contractor"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

This Agreement shall commence on August 13, 2025, and shall remain and continue in effect until tasks described herein are completed, but in no event later than August 13, 2028, unless sooner terminated pursuant to the provisions of this Agreement.

2. SERVICES

Contractor shall perform the services and tasks described and set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full. Contractor shall complete the tasks according to the schedule of performance which is also set forth in Exhibit A.

3. PERFORMANCE

In meeting its obligations under this Agreement, Contractor shall at all times faithfully and competently perform all tasks described herein in a manner satisfactory to CITY and consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions.

4. PAYMENT

A. The City agrees to pay Contractor monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B, Payment Rates and Schedule, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. Any terms in Exhibit B other than the payment rates and schedule of payment are null and void. This amount shall not exceed twenty-seven thousand dollars and zero cents (\$27,000.00) ("Agreement Price") for the initial Term of the Agreement unless additional payment is approved as provided in this Agreement.

B. Contractor shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Manager. Contractor shall be compensated for any additional services in the amounts and in the manner as agreed to by the City Council and Contractor at the time City's written authorization is given to Contractor for the performance of said services.

C. Contractor shall submit invoices monthly for actual services performed. Invoices shall be submitted between the first and fifteenth business day of

each month, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the City disputes any of Contractor's fees, it shall give written notice to Contractor within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice. For all reimbursements authorized by this Agreement, Contractor shall provide receipts on all reimbursable expenses in excess of Fifty Dollars (\$50) in such form as approved by the Director of Finance.

5. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

A. The City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the Contractor at least ten (10) days prior written notice. Upon receipt of said notice, the Contractor shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement, such suspension or termination shall not make void or invalidate the remainder of this Agreement.

B. In the event this Agreement is terminated pursuant to this Section, the City shall pay to Contractor the actual value of the work performed up to the time of termination, provided that the work performed is of value to the City. Upon termination of the Agreement pursuant to this Section, the Contractor will submit an invoice to the City pursuant to Section entitled "**PAYMENT**" herein.

6. DEFAULT OF CONTRACTOR

A. The Contractor's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Contractor is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Contractor for any work performed after the date of default and can terminate this Agreement immediately by written notice to the Contractor. If such failure by the Contractor to make progress in the performance of work hereunder arises out of causes beyond the Contractor's control, and without fault or negligence of the Contractor, it shall not be considered a default.

B. If the City Manager or his delegate determines that the Contractor is in default in the performance of any of the terms or conditions of this Agreement, it shall serve the Contractor with written notice of the default. The Contractor shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the Contractor fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement."

7. OWNERSHIP OF DOCUMENTS

A. Contractor shall maintain complete and accurate records with respect to sales, costs, expenses, receipts and other such information required by City

that relate to the performance of services under this Agreement. Contractor shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Contractor shall provide free access to the representatives of City or its designees at reasonable times to such books and records, shall give City the right to examine and audit said books and records, shall permit City to make transcripts therefrom as necessary, and shall allow inspection of all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

B. Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files containing data generated for the work, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the City and may be used, reused or otherwise disposed of by the City without the permission of the Contractor. With respect to computer files containing data generated for the work, Contractor shall make available to the City, upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring and printing computer files.

8. INDEMNIFICATION

Contractor shall defend, indemnify, and hold the City, its officials, officers, employees, agents and independent contractors serving in the role of City officials, and volunteers (collectively "Indemnitees") free and harmless from any and all claims, demands, causes of action, proceedings, costs, expenses, liabilities, losses, damages or injuries, in law or equity, to property or persons, including wrongful death (collectively "Claims"), in any manner arising out of or incident to any acts or omissions of Contractor, its officials, officers, employees, agents or subcontractors in connection with the performance of this Agreement, including without limitation the payment of all consequential damages, attorneys' fees, and other related costs and expenses, except for such Claims arising out of the sole negligence or willful misconduct of the Indemnitees. With respect to any and all such Claims, Contractor shall defend Indemnitees at Contractor's own cost, expense, and risk and shall pay and satisfy any judgment, award, or decree that may be rendered against Indemnitees. Contractor shall reimburse Indemnitees for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Contractor or Indemnitees. All duties of Contractor under this Section shall survive termination of this Agreement.

9. INSURANCE REQUIREMENTS

Prior to commencement of work, Contractor shall procure, provide, and maintain, at Contractor's own expense, for the duration of this Agreement, insurance against claims for injuries to persons or damages to property, which may arise from or in

connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees.

A. Minimum Scope of Insurance. Coverage shall be at least as broad as:

1) Insurance Services Office Commercial General Liability form No. CG 00 01 11 85 or 88, or equivalent.

2) Insurance Services Office Business Auto Coverage form CA 00 01 06 92, or equivalent, covering Automobile Liability, code 1 (any auto). If the Contractor owns no automobiles, a non-owned auto endorsement to the General Liability policy described above is acceptable.

3) Worker's Compensation insurance as required by the State of California and Employer's Liability Insurance. If the Contractor has no employees while performing under this Agreement, worker's compensation insurance is not required, but Contractor shall execute a declaration that it has no employees.

B. Minimum Limits of Insurance. Contractor shall maintain limits no less than:

1) General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage, including without limitation, blanket contractual liability. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

2) Automobile Liability: \$1,000,000 per accident for bodily injury and property damage for all activities of the Contractor arising out of or in connection with work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rental vehicles.

3) Worker's Compensation as required by the State of California; Employer's Liability: One million dollars (\$1,000,000) per accident for bodily injury or disease.

4) Professional Liability coverage: One million (\$1,000,000) per claim and in aggregate.

C. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City Manager. At the option of the City Manager, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

D. Requirements Not Limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage,

limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Vendor maintains higher limits than the minimums shown above, the Agency requires and shall be entitled to coverage for the higher limits maintained by the Vendor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Agency.

E. Other Insurance Provisions. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1) The City, its officers, officials, employees and volunteers are to be covered and named as additional insureds in respect to: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers.

2) For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insured maintained by the City, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

3) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officers, officials, employees or volunteers.

4) The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to the City. Contractor agrees to oblige its insurance agent or broker and insurers to provide City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

6) Waiver of subrogation. All insurance coverage maintained or procured pursuant to this Agreement shall be endorsed to waive subrogation against the City, its elected or appointed officers, agents, officials, employees, and volunteers or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby

waives its own right of recovery against the City and shall require similar written express waivers and insurance clauses from each of its subcontractors.

F. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City. Self insurance shall not be considered to comply with these insurance requirements.

G. Verification of Coverage. **Contractor shall furnish the City with original endorsements, specifically naming the City of Agoura Hills, its officers, officials, employees and volunteers as additional insured, effecting coverage required by this clause.** The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms acceptable to the City. Insurance certificates and endorsements must be received and approved by City's Risk Manager prior to commencement of performance. Current insurance certificates and endorsements shall be kept on file with the City at all times during the term of this Agreement. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

H. Mailing Instructions. Insurance documents shall be mailed with the signed Agreement to the attention of the staff person indicated on the cover sheet of this Agreement, to the City of Agoura Hills, 30001 Ladyface Court, Agoura Hills, CA 91301. Executed Agreement(s) cannot be released nor may any work commence on a project until the signed Agreement and appropriate insurance documents are on file with the City Clerk.

10. INDEPENDENT CONTRACTOR

A. Contractor is and shall at all times remain as to the City a wholly independent Contractor. The personnel performing the services and tasks under this Agreement on behalf of Contractor shall not be City employees and shall at all times be under Contractor's exclusive direction and control. Contractor and all of Contractor's personnel shall possess the qualifications, permits, and licenses required by state and local law to perform the services and tasks under this Agreement, including, without limitation, a City business license as required by the Agoura Hills Municipal Code. Contractor shall determine the means, methods, and details by which Contractor's personnel will perform the services and tasks. Contractor shall be solely responsible for the satisfactory work performance of all personnel engaged in performing the services and tasks, and compliance with the customary professional standards. Neither City nor any of its officers, employees, agents, or volunteers shall have control over the conduct of Contractor or any of Contractor's officers, employees, or agents.

B. Contractor shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of City. Contractor and Contractor's personnel shall not supervise any of City's employees; and City's employees shall not supervise Contractor's personnel. Contractor's personnel shall not wear or display any City uniform, badge, identification number, or other information identifying such individual as a City employee; and Contractor's personnel shall not use any City e-mail address or City telephone number in the performance of any

of the services and tasks under this Agreement. Contractor shall acquire and maintain at its sole cost and expense such vehicles, equipment, and supplies as Contractor's personnel require to perform any of the services and tasks required by this Agreement. Contractor shall perform all services and tasks off of City premises at locations of Contractor's choice, except as otherwise may from time to time be necessary in order for Contractor's personnel to receive projects from City, review plans on file at City, pick up or deliver any work product related to Contractor's performance of any services and tasks under this Agreement, or as may be necessary to inspect or visit City locations and/or private property to perform the services and tasks. City may make a computer available to Contractor from time to time for Contractor's personnel to obtain information about, or to check on, the status of projects pertaining to the services and tasks performed under this Agreement. Contractor shall not incur or have the power to incur any debt, obligation or liability whatever against City, or bind City in any manner.

C. No employee benefits shall be available to Contractor in connection with the performance of this Agreement. Except for the fees paid to Contractor as provided in the Agreement, City shall not pay salaries, wages, or other compensation to Contractor for performing services and tasks hereunder for City. City shall not be liable for compensation or indemnification to Contractor for injury or sickness arising out of performing services and tasks hereunder. Contractor shall be responsible for and pay all salaries, wages, benefits and other amounts due to Contractor's personnel in connection with their performance of the services and tasks under this Agreement, and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to, Social Security taxes, other retirement or pension benefits, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance. Notwithstanding any other agency, state, or federal policy, rule, regulation, statute, or ordinance to the contrary, Contractor and any of its officers, employees, agents, and subcontractors providing any of the services and tasks under this Agreement shall not become entitled to, and hereby waive any claims to, any wages, salaries, compensation, benefit, or any incident of employment by City, including, but not limited to, eligibility to enroll in, or reinstate to membership in, the California Public Employees Retirement System ("PERS") as a City employee, and entitlement to any contribution to be paid by City for employer contributions or employee contributions for PERS benefits.

D. Contractor shall indemnify and hold harmless City and its elected officials, officers, employees, servants, designated volunteers, and agents serving as independent contractors in the role of City officials, from any and all liability, damages, claims, costs, and expenses of any nature to the extent arising from, caused by, or relating to Contractor's personnel practices, or to the extent arising from, caused by, or relating to the violation of any of the provisions of this Section. In addition to all other remedies available under law, City shall have the right to offset against the amount of any fees due to Contractor under this Agreement any amount due to City from Contractor as a result of Contractor's failure to promptly pay to City any reimbursement or indemnification arising under this Section. This duty of indemnification is in addition to Contractor's duty to defend, indemnify, and hold harmless as set forth in any other provision of this Agreement.

11. PERS COMPLIANCE AND INDEMNIFICATION

A. General Requirements. The parties acknowledge that City is a local agency member of PERS, and as such has certain pension reporting and contribution obligations to PERS on behalf of qualifying employees. Contractor agrees that, in providing its employees and any other personnel to City to perform the services and tasks under this Agreement, Contractor shall assure compliance with the Public Employees' Retirement Law, commencing at Government Code Section 20000, the regulations of PERS, and the Public Employees' Pension Reform Act of 2013, as amended. Without limitation to the foregoing, Contractor shall assure compliance with regard to personnel who have active or inactive membership in PERS and to those who are retired annuitants and in performing this Agreement shall not assign or utilize any of its personnel in a manner that will cause City to be in violation of the applicable retirement laws and regulations.

B. Indemnification. Contractor shall defend (with legal counsel approved by City, whose approval shall not be unreasonably withheld), indemnify, and hold harmless City, and its City and its elected officials, officers, employees, servants, designated volunteers, and agents serving as independent contractors in the role of City officials, from any and all liability, damages, claims, costs and expenses of any nature to the extent arising from, caused by, or relating to Contractor's violation of any provisions of this Section. This duty of indemnification is in addition to Contractor's duty to defend, indemnify, and hold harmless as set forth in any other provision of this Agreement.

12. LEGAL RESPONSIBILITIES

The Contractor shall keep itself informed of all local, State and Federal ordinances, laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Contractor shall at all times observe and comply with all such ordinances, laws and regulations. The City, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the Contractor to comply with this section.

13. RELEASE OF INFORMATION

A. All information gained by Contractor in performance of this Agreement shall be considered confidential and shall not be released by Contractor without City's prior written authorization. Contractor, its officers, employees, agents or subcontractors, shall not without written authorization from the City Manager or unless requested by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary" provided Contractor gives City notice of such court order or subpoena.

B. Contractor shall promptly notify City should Contractor, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or

other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under or with respect to any project or property located within the City. City retains the right, but has no obligation, to represent Contractor and/or be present at any deposition, hearing or similar proceeding. Contractor agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Contractor. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

14. NOTICES

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by: (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, that provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by Notice. Notice shall be effective upon delivery to the addresses specified below or on the third business day following deposit with the document delivery service or United States Mail as provided above.

To City: City of Agoura Hills
30001 Ladyface Court
Agoura Hills, California 91301
Attention: City Manager

To Contractor: Brodersen Associates
422 East Main Street
Ventura, CA 93001
Attention: Brian Brodersen

15. ASSIGNMENT

The Contractor shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City. Upon termination of this Agreement, Contractor's sole compensation shall be payment for actual services performed up to, and including, the date of termination or as may be otherwise agreed to in writing between the City Council and the Contractor.

16. LICENSES

At all times during the term of this Agreement, Contractor shall have in full force and effect, all licenses required of it by law for the performance of the services described in this Agreement.

17. GOVERNING LAW

The City and Contractor understand and agree that the laws of the State of California shall govern the rights, obligations, duties and liabilities of the parties to this

Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court with geographic jurisdiction over the City of Agoura Hills. In the event such litigation is filed by one party against the other to enforce its rights under this Agreement, the prevailing party, as determined by the Court's judgment, shall be entitled to reasonable attorney fees and litigation expenses for the relief granted.

18. PROHIBITED INTEREST

No officer, or employee of the City of Agoura Hills shall have any financial interest, direct or indirect, in this Agreement, the proceeds thereof, the Contractor, or Contractor's subcontractors for this project, during his/her tenure or for one year thereafter. The Contractor hereby warrants and represents to the City that no officer or employee of the City of Agoura Hills has any interest, whether contractual, non-contractual, financial or otherwise, in this transaction, or in the business of the Contractor or Contractor's subcontractors on this project. Contractor further agrees to notify the City in the event any such interest is discovered whether or not such interest is prohibited by law or this Agreement.

19. EXHIBITS

Exhibits A and B constitute a part of this Agreement and are incorporated into this Agreement by this reference. If any inconsistency exists or arises between a provision of this Agreement and a provision of any exhibit, the provisions of this Agreement shall control.

20. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous Agreements, understandings, representations and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

21. AMENDMENT OF AGREEMENT

This Agreement may be amended only by a writing signed by both parties. The City Manager is authorized to sign an Amendment to this Agreement on the City Council's behalf and without the City Council's prior approval to make the following non-substantive modifications to the Agreement: (a) name changes; (b) extensions of time that do not result in monetary changes; (c) non-monetary changes in the scope of work; and (d) termination of the Agreement. All monetary changes to this Agreement require City Council approval.

22. AUTHORITY TO EXECUTE THIS AGREEMENT

The person or persons executing this Agreement on behalf of Contractor warrants and represents that he or she has the authority to execute this Agreement on behalf of the Contractor and has the authority to bind Contractor to the performance of its obligations hereunder. In lieu of a handwritten or wet signature from the Contractor, the City may electronically process and execute this Agreement and request that the Contractor sign the Agreement electronically via DocuSign or similar electronic signature software.

23. COUNTERPARTS

This Agreement may be executed in counterparts, all such executed counterparts shall constitute the same Agreement, and the signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF AGOURA HILLS

Penny Sylvester,
Mayor

ATTEST:

Kimberly M. Rodrigues, MMC
City Clerk

Date Approved by City Council: _____

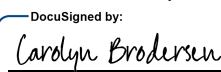
APPROVED AS TO FORM:

Candice K. Lee,
City Attorney

CONTRACTOR

Brodersen Associates
422 East Main Street
Ventura, CA 93001
Brian Brodersen
(805) 201-5614
brodersenassoc@gmail.com

By: 
Name: Brian Brodersen
Title: Owner / Principal

By: 
Name: Carolyn Brodersen
Title: Co-owner

[Signatures of Two Corporate Officers Required]

EXHIBIT A

TASKS TO BE PERFORMED

The specific elements (scope of work) of this service include:

EXHIBIT A

SCOPE OF WORK CITY-INITIATED PROJECTS

Under the direction and specific request of the City:

1. Implement the City Zoning Ordinance Guidelines for Landscaping, Planting and Irrigation.
2. Provide guidance to City residents on landscape and irrigation issues.
3. Review and advise on City landscape and irrigation plans.
4. Prepare small-scale City landscape and irrigation plans and specifications for City projects, such as parks and City-maintained right-of-way.
5. Prepare correspondence in the form of letters, memorandums, illustrations and exhibits to communicate plan recommendations.
6. Provide consultation and other assistance to City staff on subjects concerning landscaping and irrigation.
7. Attend periodic meetings, public hearings and site checks.
8. Review landscape and irrigation plans prepared by outside consultants for City parks and City maintained right-of-way areas.
9. Other landscape and irrigation consultation assignments as requested by City.
10. Maintain weekly office hours at City Hall, as established by City in consultation with Consultant.

EXHIBIT B
PAYMENT RATES AND SCHEDULE

EXHIBIT B

RATE SHEET

Brodersen Associates

| Staff Person | Title | Hourly Rate (\$) |
|-------------------|--------------------------------|------------------|
| Brian Brodersen | Principal | 185 |
| | | |
| Christian Nunez | Landscape Architect/Irrigation | 145 |
| Tracy Wolk | Drafter | 115 |
| | | |
| Carolyn Brodersen | Technical Writer | 65 |

Minor expense items, such as outside printing, are not included in this fee estimate and will be billed separately at 1.15 times cost. Travel is included for City office meetings that include a minimum of three billable hours. Otherwise, time travel will be billed at 0.5 times (half) the hourly billing rate.

Time will be billed monthly, commensurate with progress, at a rate of \$185.00 per hour for design and consulting services, \$145.00 per hour for irrigation review, and \$115.00 for drafting and document preparation.

AGREEMENT FOR CONTRACTOR SERVICES
WITH THE CITY OF AGOURA HILLS

| | |
|--------------------------------------|--|
| NAME OF CONTRACTOR: | Brodersen Associates |
| RESPONSIBLE PRINCIPAL OF CONTRACTOR: | Attn: Brian Brodersen |
| CONTRACTOR'S ADDRESS: | 422 East Main Street Ventura, CA, 93001 |
| CITY'S ADDRESS: | City of Agoura Hills 30001 Ladyface Court Agoura Hills, CA 91301 Attn: City Manager |
| PREPARED BY: | Eric Wang |
| COMMENCEMENT DATE: | August 13, 2025 |
| TERMINATION DATE: | August 13, 2028 |
| CONSIDERATION: | Agreement Price: Not to Exceed: \$25,000/yr |

**AGREEMENT FOR CONTRACTOR SERVICES
BETWEEN THE CITY OF AGOURA HILLS AND
BRODERSEN ASSOCIATES FOR NON-CITY INITIATED
PROJECTS**

THIS AGREEMENT is made and effective as of August 13, 2025, between the City of Agoura Hills, a municipal corporation ("City") and Brodersen Associates ("Contractor"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

This Agreement shall commence on August 13, 2025, and shall remain and continue in effect until tasks described herein are completed, but in no event later than August 13, 2028, unless sooner terminated pursuant to the provisions of this Agreement.

2. SERVICES

Contractor shall perform the services and tasks described and set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full. Contractor shall complete the tasks according to the schedule of performance which is also set forth in Exhibit A.

3. PERFORMANCE

In meeting its obligations under this Agreement, Contractor shall at all times faithfully and competently perform all tasks described herein in a manner satisfactory to CITY and consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions.

4. PAYMENT

A. The City agrees to pay Contractor monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B, Payment Rates and Schedule, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. Any terms in Exhibit B other than the payment rates and schedule of payment are null and void. This amount shall not exceed twenty-five thousand dollars and zero cents (\$25,000.00) ("Agreement Price") for the initial Term of the Agreement unless additional payment is approved as provided in this Agreement.

B. Contractor shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Manager. Contractor shall be compensated for any additional services in the amounts and in the manner as agreed to by the City Council and Contractor at the time City's written authorization is given to Contractor for the performance of said services.

C. Contractor shall submit invoices monthly for actual services performed. Invoices shall be submitted between the first and fifteenth business day of

each month, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the City disputes any of Contractor's fees, it shall give written notice to Contractor within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice. For all reimbursements authorized by this Agreement, Contractor shall provide receipts on all reimbursable expenses in excess of Fifty Dollars (\$50) in such form as approved by the Director of Finance.

5. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

A. The City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the Contractor at least ten (10) days prior written notice. Upon receipt of said notice, the Contractor shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement, such suspension or termination shall not make void or invalidate the remainder of this Agreement.

B. In the event this Agreement is terminated pursuant to this Section, the City shall pay to Contractor the actual value of the work performed up to the time of termination, provided that the work performed is of value to the City. Upon termination of the Agreement pursuant to this Section, the Contractor will submit an invoice to the City pursuant to Section entitled "**PAYMENT**" herein.

6. DEFAULT OF CONTRACTOR

A. The Contractor's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Contractor is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Contractor for any work performed after the date of default and can terminate this Agreement immediately by written notice to the Contractor. If such failure by the Contractor to make progress in the performance of work hereunder arises out of causes beyond the Contractor's control, and without fault or negligence of the Contractor, it shall not be considered a default.

B. If the City Manager or his delegate determines that the Contractor is in default in the performance of any of the terms or conditions of this Agreement, it shall serve the Contractor with written notice of the default. The Contractor shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the Contractor fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement."

7. OWNERSHIP OF DOCUMENTS

A. Contractor shall maintain complete and accurate records with respect to sales, costs, expenses, receipts and other such information required by City

that relate to the performance of services under this Agreement. Contractor shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Contractor shall provide free access to the representatives of City or its designees at reasonable times to such books and records, shall give City the right to examine and audit said books and records, shall permit City to make transcripts therefrom as necessary, and shall allow inspection of all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

B. Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files containing data generated for the work, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the City and may be used, reused or otherwise disposed of by the City without the permission of the Contractor. With respect to computer files containing data generated for the work, Contractor shall make available to the City, upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring and printing computer files.

8. INDEMNIFICATION

Contractor shall defend, indemnify, and hold the City, its officials, officers, employees, agents and independent contractors serving in the role of City officials, and volunteers (collectively "Indemnitees") free and harmless from any and all claims, demands, causes of action, proceedings, costs, expenses, liabilities, losses, damages or injuries, in law or equity, to property or persons, including wrongful death (collectively "Claims"), in any manner arising out of or incident to any acts or omissions of Contractor, its officials, officers, employees, agents or subcontractors in connection with the performance of this Agreement, including without limitation the payment of all consequential damages, attorneys' fees, and other related costs and expenses, except for such Claims arising out of the sole negligence or willful misconduct of the Indemnitees. With respect to any and all such Claims, Contractor shall defend Indemnitees at Contractor's own cost, expense, and risk and shall pay and satisfy any judgment, award, or decree that may be rendered against Indemnitees. Contractor shall reimburse Indemnitees for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Contractor or Indemnitees. All duties of Contractor under this Section shall survive termination of this Agreement.

9. INSURANCE REQUIREMENTS

Prior to commencement of work, Contractor shall procure, provide, and maintain, at Contractor's own expense, for the duration of this Agreement, insurance against claims for injuries to persons or damages to property, which may arise from or in

connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees.

A. Minimum Scope of Insurance. Coverage shall be at least as broad as:

1) Insurance Services Office Commercial General Liability form No. CG 00 01 11 85 or 88, or equivalent.

2) Insurance Services Office Business Auto Coverage form CA 00 01 06 92, or equivalent, covering Automobile Liability, code 1 (any auto). If the Contractor owns no automobiles, a non-owned auto endorsement to the General Liability policy described above is acceptable.

3) Worker's Compensation insurance as required by the State of California and Employer's Liability Insurance. If the Contractor has no employees while performing under this Agreement, worker's compensation insurance is not required, but Contractor shall execute a declaration that it has no employees.

B. Minimum Limits of Insurance. Contractor shall maintain limits no less than:

1) General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage, including without limitation, blanket contractual liability. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

2) Automobile Liability: \$1,000,000 per accident for bodily injury and property damage for all activities of the Contractor arising out of or in connection with work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rental vehicles.

3) Worker's Compensation as required by the State of California; Employer's Liability: One million dollars (\$1,000,000) per accident for bodily injury or disease.

4) Professional Liability coverage: One million (\$1,000,000) per claim and in aggregate.

C. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City Manager. At the option of the City Manager, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

D. Requirements Not Limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage,

limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Vendor maintains higher limits than the minimums shown above, the Agency requires and shall be entitled to coverage for the higher limits maintained by the Vendor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Agency.

E. Other Insurance Provisions. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1) The City, its officers, officials, employees and volunteers are to be covered and named as additional insureds in respect to: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers.

2) For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insured maintained by the City, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

3) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officers, officials, employees or volunteers.

4) The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to the City. Contractor agrees to oblige its insurance agent or broker and insurers to provide City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

6) Waiver of subrogation. All insurance coverage maintained or procured pursuant to this Agreement shall be endorsed to waive subrogation against the City, its elected or appointed officers, agents, officials, employees, and volunteers or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby

waives its own right of recovery against the City and shall require similar written express waivers and insurance clauses from each of its subcontractors.

F. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City. Self insurance shall not be considered to comply with these insurance requirements.

G. Verification of Coverage. **Contractor shall furnish the City with original endorsements, specifically naming the City of Agoura Hills, its officers, officials, employees and volunteers as additional insured, effecting coverage required by this clause.** The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms acceptable to the City. Insurance certificates and endorsements must be received and approved by City's Risk Manager prior to commencement of performance. Current insurance certificates and endorsements shall be kept on file with the City at all times during the term of this Agreement. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

H. Mailing Instructions. Insurance documents shall be mailed with the signed Agreement to the attention of the staff person indicated on the cover sheet of this Agreement, to the City of Agoura Hills, 30001 Ladyface Court, Agoura Hills, CA 91301. Executed Agreement(s) cannot be released nor may any work commence on a project until the signed Agreement and appropriate insurance documents are on file with the City Clerk.

10. INDEPENDENT CONTRACTOR

A. Contractor is and shall at all times remain as to the City a wholly independent Contractor. The personnel performing the services and tasks under this Agreement on behalf of Contractor shall not be City employees and shall at all times be under Contractor's exclusive direction and control. Contractor and all of Contractor's personnel shall possess the qualifications, permits, and licenses required by state and local law to perform the services and tasks under this Agreement, including, without limitation, a City business license as required by the Agoura Hills Municipal Code. Contractor shall determine the means, methods, and details by which Contractor's personnel will perform the services and tasks. Contractor shall be solely responsible for the satisfactory work performance of all personnel engaged in performing the services and tasks, and compliance with the customary professional standards. Neither City nor any of its officers, employees, agents, or volunteers shall have control over the conduct of Contractor or any of Contractor's officers, employees, or agents.

B. Contractor shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of City. Contractor and Contractor's personnel shall not supervise any of City's employees; and City's employees shall not supervise Contractor's personnel. Contractor's personnel shall not wear or display any City uniform, badge, identification number, or other information identifying such individual as a City employee; and Contractor's personnel shall not use any City e-mail address or City telephone number in the performance of any

of the services and tasks under this Agreement. Contractor shall acquire and maintain at its sole cost and expense such vehicles, equipment, and supplies as Contractor's personnel require to perform any of the services and tasks required by this Agreement. Contractor shall perform all services and tasks off of City premises at locations of Contractor's choice, except as otherwise may from time to time be necessary in order for Contractor's personnel to receive projects from City, review plans on file at City, pick up or deliver any work product related to Contractor's performance of any services and tasks under this Agreement, or as may be necessary to inspect or visit City locations and/or private property to perform the services and tasks. City may make a computer available to Contractor from time to time for Contractor's personnel to obtain information about, or to check on, the status of projects pertaining to the services and tasks performed under this Agreement. Contractor shall not incur or have the power to incur any debt, obligation or liability whatever against City, or bind City in any manner.

C. No employee benefits shall be available to Contractor in connection with the performance of this Agreement. Except for the fees paid to Contractor as provided in the Agreement, City shall not pay salaries, wages, or other compensation to Contractor for performing services and tasks hereunder for City. City shall not be liable for compensation or indemnification to Contractor for injury or sickness arising out of performing services and tasks hereunder. Contractor shall be responsible for and pay all salaries, wages, benefits and other amounts due to Contractor's personnel in connection with their performance of the services and tasks under this Agreement, and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to, Social Security taxes, other retirement or pension benefits, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance. Notwithstanding any other agency, state, or federal policy, rule, regulation, statute, or ordinance to the contrary, Contractor and any of its officers, employees, agents, and subcontractors providing any of the services and tasks under this Agreement shall not become entitled to, and hereby waive any claims to, any wages, salaries, compensation, benefit, or any incident of employment by City, including, but not limited to, eligibility to enroll in, or reinstate to membership in, the California Public Employees Retirement System ("PERS") as a City employee, and entitlement to any contribution to be paid by City for employer contributions or employee contributions for PERS benefits.

D. Contractor shall indemnify and hold harmless City and its elected officials, officers, employees, servants, designated volunteers, and agents serving as independent contractors in the role of City officials, from any and all liability, damages, claims, costs, and expenses of any nature to the extent arising from, caused by, or relating to Contractor's personnel practices, or to the extent arising from, caused by, or relating to the violation of any of the provisions of this Section. In addition to all other remedies available under law, City shall have the right to offset against the amount of any fees due to Contractor under this Agreement any amount due to City from Contractor as a result of Contractor's failure to promptly pay to City any reimbursement or indemnification arising under this Section. This duty of indemnification is in addition to Contractor's duty to defend, indemnify, and hold harmless as set forth in any other provision of this Agreement.

11. PERS COMPLIANCE AND INDEMNIFICATION

A. General Requirements. The parties acknowledge that City is a local agency member of PERS, and as such has certain pension reporting and contribution obligations to PERS on behalf of qualifying employees. Contractor agrees that, in providing its employees and any other personnel to City to perform the services and tasks under this Agreement, Contractor shall assure compliance with the Public Employees' Retirement Law, commencing at Government Code Section 20000, the regulations of PERS, and the Public Employees' Pension Reform Act of 2013, as amended. Without limitation to the foregoing, Contractor shall assure compliance with regard to personnel who have active or inactive membership in PERS and to those who are retired annuitants and in performing this Agreement shall not assign or utilize any of its personnel in a manner that will cause City to be in violation of the applicable retirement laws and regulations.

B. Indemnification. Contractor shall defend (with legal counsel approved by City, whose approval shall not be unreasonably withheld), indemnify, and hold harmless City, and its City and its elected officials, officers, employees, servants, designated volunteers, and agents serving as independent contractors in the role of City officials, from any and all liability, damages, claims, costs and expenses of any nature to the extent arising from, caused by, or relating to Contractor's violation of any provisions of this Section. This duty of indemnification is in addition to Contractor's duty to defend, indemnify, and hold harmless as set forth in any other provision of this Agreement.

12. LEGAL RESPONSIBILITIES

The Contractor shall keep itself informed of all local, State and Federal ordinances, laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Contractor shall at all times observe and comply with all such ordinances, laws and regulations. The City, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the Contractor to comply with this section.

13. RELEASE OF INFORMATION

A. All information gained by Contractor in performance of this Agreement shall be considered confidential and shall not be released by Contractor without City's prior written authorization. Contractor, its officers, employees, agents or subcontractors, shall not without written authorization from the City Manager or unless requested by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary" provided Contractor gives City notice of such court order or subpoena.

B. Contractor shall promptly notify City should Contractor, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or

other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under or with respect to any project or property located within the City. City retains the right, but has no obligation, to represent Contractor and/or be present at any deposition, hearing or similar proceeding. Contractor agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Contractor. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

14. NOTICES

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by: (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, that provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by Notice. Notice shall be effective upon delivery to the addresses specified below or on the third business day following deposit with the document delivery service or United States Mail as provided above.

To City: City of Agoura Hills
30001 Ladyface Court
Agoura Hills, California 91301
Attention: City Manager

To Contractor: Brodersen Associates
422 East Main Street
Ventura, CA 93001
Attention: Brian Brodersen

15. ASSIGNMENT

The Contractor shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City. Upon termination of this Agreement, Contractor's sole compensation shall be payment for actual services performed up to, and including, the date of termination or as may be otherwise agreed to in writing between the City Council and the Contractor.

16. LICENSES

At all times during the term of this Agreement, Contractor shall have in full force and effect, all licenses required of it by law for the performance of the services described in this Agreement.

17. GOVERNING LAW

The City and Contractor understand and agree that the laws of the State of California shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court with geographic jurisdiction over the City of Agoura Hills. In the event such litigation is filed by one party against the other to enforce its rights under this Agreement, the prevailing party, as determined by the Court's judgment, shall be entitled to reasonable attorney fees and litigation expenses for the relief granted.

18. PROHIBITED INTEREST

No officer, or employee of the City of Agoura Hills shall have any financial interest, direct or indirect, in this Agreement, the proceeds thereof, the Contractor, or Contractor's subcontractors for this project, during his/her tenure or for one year thereafter. The Contractor hereby warrants and represents to the City that no officer or employee of the City of Agoura Hills has any interest, whether contractual, non-contractual, financial or otherwise, in this transaction, or in the business of the Contractor or Contractor's subcontractors on this project. Contractor further agrees to notify the City in the event any such interest is discovered whether or not such interest is prohibited by law or this Agreement.

19. EXHIBITS

Exhibits A and B constitute a part of this Agreement and are incorporated into this Agreement by this reference. If any inconsistency exists or arises between a provision of this Agreement and a provision of any exhibit, the provisions of this Agreement shall control.

20. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous Acontrgreements, understandings, representations and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

21. AMENDMENT OF AGREEMENT

This Agreement may be amended only by a writing signed by both parties. The City Manager is authorized to sign an Amendment to this Agreement on the City Council's behalf and without the City Council's prior approval to make the following non-substantive modifications to the Agreement: (a) name changes; (b) extensions of time that do not result in monetary changes; (c) non-monetary changes in the scope of work;

and (d) termination of the Agreement. All monetary changes to this Agreement require City Council approval.

22. AUTHORITY TO EXECUTE THIS AGREEMENT

The person or persons executing this Agreement on behalf of Contractor warrants and represents that he or she has the authority to execute this Agreement on behalf of the Contractor and has the authority to bind Contractor to the performance of its obligations hereunder. In lieu of a handwritten or wet signature from the Contractor, the City may electronically process and execute this Agreement and request that the Contractor sign the Agreement electronically via DocuSign or similar electronic signature software.

23. COUNTERPARTS

This Agreement may be executed in counterparts, all such executed counterparts shall constitute the same Agreement, and the signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF AGOURA HILLS

Penny Sylvester,
Mayor

ATTEST:

Kimberly M. Rodrigues, MMC
City Clerk

Date Approved by City Council: _____

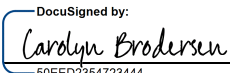
APPROVED AS TO FORM:

Candice K. Lee,
City Attorney

CONTRACTOR

Brodersen Associates
422 East Main Street.
Ventura, CA 93001
Brian Brodersen
(805) 201-5614
brodersenassoc@gmail.com

By: 
Name: Brian Brodersen
Title: Owner / Principal

By: 
Name: Carolyn Brodersen
Title: Co-owner

[Signatures of Two Corporate Officers Required]

EXHIBIT A

TASKS TO BE PERFORMED

The specific elements (scope of work) of this service include:

EXHIBIT A

SCOPE OF WORK NON CITY-INITIATED PROJECTS

Under the direction and specific request of the City:

1. Implement the City Zoning Ordinance Guidelines for Landscaping, Planting and Irrigation Guidelines.
2. Review landscape and irrigation plans for private or other agency projects for compliance with City ordinances, policies and guidelines.
3. Make recommendations as to the adequacy of concept, preliminary and final landscape plans, and irrigation plans, for proposed developments.
4. Determine whether City conditions of development approval are performed satisfactorily.
5. Prepare correspondence in the form of letters, memorandums, illustrations and exhibits to communicate plan review recommendations.
6. Provide guidance to developers on landscape and irrigation issues.
7. Attend periodic meetings, public hearings and site checks.
8. Other landscape and irrigation consultation assignments as requested by City.
9. Maintain weekly office hours at City Hall, as established by City in consultation with Consultant.

EXHIBIT B
PAYMENT RATES AND SCHEDULE

EXHIBIT B

RATE SHEET

Brodersen Associates

| Staff Person | Title | Hourly Rate (\$) |
|-------------------|--------------------------------|------------------|
| Brian Brodersen | Principal | 185 |
| | | |
| Christian Nunez | Landscape Architect/Irrigation | 145 |
| Tracy Wolk | Drafter | 115 |
| | | |
| Carolyn Brodersen | Technical Writer | 65 |

Minor expense items, such as outside printing, are not included in this fee estimate and will be billed separately at 1.15 times cost. Travel is included for City office meetings that include a minimum of three billable hours. Otherwise, time travel will be billed at 0.5 times (half) the hourly billing rate.

Time will be billed monthly, commensurate with progress, at a rate of \$185.00 per hour for design and consulting services, \$145.00 per hour for irrigation review, and \$115.00 for drafting and document preparation.



REPORT TO CITY COUNCIL

DATE: AUGUST 13, 2025

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: NATHAN HAMBURGER, CITY MANAGER

BY: ROBBY NESOVIC, PRINCIPAL PLANNER
DENICE THOMAS, COMMUNITY DEVELOPMENT DIRECTOR

SUBJECT: APPROVE AGREEMENT FOR CONTRACTOR SERVICES, WITH MANY MANSIONS, TO ASSIST WITH THE CREATION AND IMPLEMENTATION OF THE CITY'S AFFORDABLE HOUSING MONITORING PROGRAM

The purpose of this item is to seek City Council approval to enter into a three-year agreement for Contractor Services with Many Mansions to assist City staff with the creation and implementation of our Affordable Housing Monitoring Program. Many Mansions will create tenant income certification forms, develop applicant screening criteria, review and certify tenant eligibility based on income, and perform other tasks related to the initiation and ongoing functions of the program. For a full list of services, see Exhibit A of the attached agreement.

For over 45 years, Many Mansions has been a leader in the affordable housing industry and provides on-site service programs for its residents. They have a deep understanding of the complexities surrounding affordable housing programs, and are uniquely qualified to assist property owners, managers and the City in navigating affordable housing compliance requirements.

The proposed Agreement has been reviewed by the City Attorney and approved as to form.

FISCAL IMPACT

All program initiation costs will be paid for through Permanent Local Housing Allocation (PLHA) funds to be received from Los Angeles County (\$5,400 - See Exhibit B of the the attached agreement). The PLHA contract initiation with Los Angeles County will begin in September of 2025. Staff and Many Mansions will begin work on program initiation once the PLHA contract is finalized, which is anticipated to occur prior to the end of 2025. While the contract allows a maximum not-to-exceed amount of \$50,000 per year, the bulk of the expenses will not be incurred until mid to late 2027 when the first affordable housing units are anticipated to be occupied. Prior to that time, the City will establish an annual affordable housing monitoring fee to be paid by the property owners and/or property managers of sites with affordable units. This fee will cover the City's cost of implementing the program on an ongoing basis, however, a budget amendment may still be necessary at that time to account for offsetting revenue and expenses.

RECOMMENDATION

Staff recommends the City Council approve the Agreement for Contractor Services with Many Mansions on a time-and-materials basis for a total not-to-exceed amount of \$50,000 per year.

Attachments

[Many Mansions Contract 8.13.25](#)

AGREEMENT FOR CONTRACTOR SERVICES BETWEEN THE CITY OF AGOURA HILLS AND MANY MANSIONS

THIS AGREEMENT is made and effective as of August 13, 2025, between the City of Agoura Hills, a municipal corporation ("City") and Many Mansions ("Contractor"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

This Agreement shall commence on August 13, 2025, and shall remain and continue in effect until tasks described herein are completed, but in no event later than August 13, 2028, unless sooner terminated pursuant to the provisions of this Agreement.

The City may, at its option, extend this Agreement for one additional term of three years upon providing written notice of its intent to extend this Agreement to the Contractor not less than thirty (30) days prior to the expiration of the initial Term. Such extension shall be at the same price and conditions as set forth herein and shall be processed by an Amendment to this Agreement and signed by both parties.

2. SERVICES

Contractor shall perform the services and tasks described and set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full. Contractor shall complete the tasks according to the schedule of performance which is also set forth in Exhibit A.

3. PERFORMANCE

In meeting its obligations under this Agreement, Contractor shall at all times faithfully and competently perform all tasks described herein in a manner satisfactory to CITY and consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions.

4. PAYMENT

A. The City agrees to pay Contractor monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B, Payment Rates and Schedule, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. Any terms in Exhibit B other than the payment rates and schedule of payment are null and void. This amount shall not exceed Fifty Thousand Dollars (\$50,000) per year ("Agreement Price") for the initial Term of the Agreement unless additional payment is approved as provided in this Agreement.

B. Contractor shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Manager. Contractor shall be compensated for any additional services in the

amounts and in the manner as agreed to by the City Council and Contractor at the time City's written authorization is given to Contractor for the performance of said services.

C. Contractor shall submit invoices monthly for actual services performed. Invoices shall be submitted between the first and fifteenth business day of each month, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the City disputes any of Contractor's fees, it shall give written notice to Contractor within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice. For all reimbursements authorized by this Agreement, Contractor shall provide receipts on all reimbursable expenses in excess of Fifty Dollars (\$50) in such form as approved by the Director of Finance.

5. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

A. The City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the Contractor at least ten (10) days prior written notice. Upon receipt of said notice, the Contractor shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement, such suspension or termination shall not make void or invalidate the remainder of this Agreement.

B. In the event this Agreement is terminated pursuant to this Section, the City shall pay to Contractor the actual value of the work performed up to the time of termination, provided that the work performed is of value to the City. Upon termination of the Agreement pursuant to this Section, the Contractor will submit an invoice to the City pursuant to Section entitled "**PAYMENT**" herein.

6. DEFAULT OF CONTRACTOR

A. The Contractor's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Contractor is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Contractor for any work performed after the date of default and can terminate this Agreement immediately by written notice to the Contractor. If such failure by the Contractor to make progress in the performance of work hereunder arises out of causes beyond the Contractor's control, and without fault or negligence of the Contractor, it shall not be considered a default.

B. If the City Manager or his delegate determines that the Contractor is in default in the performance of any of the terms or conditions of this Agreement, it shall serve the Contractor with written notice of the default. The Contractor shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the Contractor fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement."

7. OWNERSHIP OF DOCUMENTS

A. Contractor shall maintain complete and accurate records with respect to sales, costs, expenses, receipts and other such information required by City that relate to the performance of services under this Agreement. Contractor shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Contractor shall provide free access to the representatives of City or its designees at reasonable times to such books and records, shall give City the right to examine and audit said books and records, shall permit City to make transcripts therefrom as necessary, and shall allow inspection of all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

B. Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files containing data generated for the work, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the City and may be used, reused or otherwise disposed of by the City without the permission of the Contractor. With respect to computer files containing data generated for the work, Contractor shall make available to the City, upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring and printing computer files.

8. INDEMNIFICATION

Contractor shall defend, indemnify, and hold the City, its officials, officers, employees, agents and independent contractors serving in the role of City officials, and volunteers (collectively "Indemnitees") free and harmless from any and all claims, demands, causes of action, proceedings, costs, expenses, liabilities, losses, damages or injuries, in law or equity, to property or persons, including wrongful death (collectively "Claims"), in any manner arising out of or incident to any acts or omissions of Contractor, its officials, officers, employees, agents or subcontractors in connection with the performance of this Agreement, including without limitation the payment of all consequential damages, attorneys' fees, and other related costs and expenses, except for such Claims arising out of the sole negligence or willful misconduct of the Indemnitees. With respect to any and all such Claims, Contractor shall defend Indemnitees at Contractor's own cost, expense, and risk and shall pay and satisfy any judgment, award, or decree that may be rendered against Indemnitees. Contractor shall reimburse Indemnitees for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Contractor or Indemnitees. All duties of Contractor under this Section shall survive termination of this Agreement.

9. INSURANCE REQUIREMENTS

Prior to commencement of work, Contractor shall procure, provide, and maintain, at Contractor's own expense, for the duration of this Agreement, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees.

A. Minimum Scope of Insurance. Coverage shall be at least as broad as:

1) Insurance Services Office Commercial General Liability form No. CG 00 01 11 85 or 88, or equivalent.

2) Insurance Services Office Business Auto Coverage form CA 00 01 06 92, or equivalent, covering Automobile Liability, code 1 (any auto). If the Contractor owns no automobiles, a non-owned auto endorsement to the General Liability policy described above is acceptable.

3) Worker's Compensation insurance as required by the State of California and Employer's Liability Insurance. If the Contractor has no employees while performing under this Agreement, worker's compensation insurance is not required, but Contractor shall execute a declaration that it has no employees.

4) Cyber Security and Privacy Liability shall be written on a policy form providing cyber security and privacy liability.

5) Cyber Technology Errors and Omissions shall be written on a policy providing cyber technology errors and omissions.

B. Minimum Limits of Insurance. Contractor shall maintain limits no less than:

1) General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage, including without limitation, blanket contractual liability. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

2) Automobile Liability: \$1,000,000 per accident for bodily injury and property damage for all activities of the Contractor arising out of or in connection with work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rental vehicles.

3) Worker's Compensation as required by the State of California; Employer's Liability: One million dollars (\$1,000,000) per accident for bodily injury or disease.

4) Cyber Security and Privacy Liability coverage: Contractor shall procure and maintain insurance with limits of \$1,000,000 per occurrence/loss, \$2,000,000 general aggregate, which shall include the following coverage:

- a. Liability arising from the theft, dissemination and/or use of confidential or personally identifiable information; including, but not limited to personally identifiable information (PII), protected health information (PHI), security codes, access codes, passwords, etc.
- b. Network security liability arising from the unauthorized use of, access to, or tampering with computer systems, including hacker or denial of service attacks.
- c. Liability arising from introducing a computer virus into or otherwise causing damage to vendor's (first-party) or customer's (third party) computer, computer system, network, or similarly related property and the data, software, and programs.
- d. Liability arising from professional misconduct or lack of the requisite skill required for performing services defined in the contract or agreement.
- e. Costs associated with restoring, updating, or replacing data.
- f. Costs associated with a privacy breach, including notification costs, customer support, forensics, crises management, public relations consulting, legal services of a privacy attorney, credit monitoring, and identity fraud resolutions services for affected individuals.
- g. If coverage is maintained on a claims-made basis, Contractor shall maintain such coverage for an additional three (3) years following termination of the contract.

5) Cyber Technology Errors and Omissions. Contractor shall procure and maintain insurance with limits of \$1,000,000 per occurrence/loss, \$2,000,000 general aggregate, which shall include the following coverage:

- a. Liability arising from the unauthorized release of information for which an entity has the legal obligation to keep private, such as personally identifiable information (PII) and protected health information (PHI)
- b. Network security liability arising from the unauthorized use of, access to, or tampering with computer systems, including hacker or denial of service attacks.
- c. Liability arising from the failure of technology products (software and hardware) required under the contract for Contractor to properly perform the intended services.

- d. Claims alleging the failure of computer security that result in the transmission of malicious code, deletion, destruction or alteration of data, or the denial of service.
- e. Electronic Media Liability arising from personal injury, plagiarism or misappropriation of ideas, domain name infringement or improper deep-linking or framing, and infringement or violation of intellectual property rights.
- f. Liability arising from the rendering, or failure to render, professional services.
- g. Defense costs in regulatory proceedings (state and federal) involving a violation of privacy laws or intellectual property rights.
- h. Crisis management and other expert services.
- i. If coverage is maintained on a claims-made basis, Contractor shall maintain such coverage for an additional three (3) years following termination of the contract.

C. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City Manager. At the option of the City Manager, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

D. Requirements Not Limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Vendor maintains higher limits than the minimums shown above, the Agency requires and shall be entitled to coverage for the higher limits maintained by the Vendor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Agency.

E. Other Insurance Provisions. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1) The City, its officers, officials, employees and volunteers are to be covered and named as additional insureds in respect to: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no

special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers.

2) For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insured maintained by the City, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

3) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officers, officials, employees or volunteers.

4) The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to the City. Contractor agrees to oblige its insurance agent or broker and insurers to provide City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

6) Waiver of subrogation. All insurance coverage maintained or procured pursuant to this Agreement shall be endorsed to waive subrogation against the City, its elected or appointed officers, agents, officials, employees, and volunteers or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against the City and shall require similar written express waivers and insurance clauses from each of its subcontractors.

F. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City. Self insurance shall not be considered to comply with these insurance requirements.

G. Verification of Coverage. **Contractor shall furnish the City with original endorsements, specifically naming the City of Agoura Hills, its officers, officials, employees and volunteers as additional insured, effecting coverage required by this clause.** The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms acceptable to the City. Insurance certificates and endorsements must be received and approved by City's Risk Manager prior to commencement of performance. Current insurance certificates and endorsements shall be kept on file with the City at all times during the term of this Agreement. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

H. Mailing Instructions. Insurance documents shall be mailed with the signed Agreement to the attention of the staff person indicated on the cover sheet of this Agreement, to the City of Agoura Hills, 30001 Ladyface Court, Agoura Hills, CA 91301. Executed Agreement(s) cannot be released nor may any work commence on a project until the signed Agreement and appropriate insurance documents are on file with the City Clerk.

10. INDEPENDENT CONTRACTOR

A. Contractor is and shall at all times remain as to the City a wholly independent Contractor. The personnel performing the services and tasks under this Agreement on behalf of Contractor shall not be City employees and shall at all times be under Contractor's exclusive direction and control. Contractor and all of Contractor's personnel shall possess the qualifications, permits, and licenses required by state and local law to perform the services and tasks under this Agreement, including, without limitation, a City business license as required by the Agoura Hills Municipal Code. Contractor shall determine the means, methods, and details by which Contractor's personnel will perform the services and tasks. Contractor shall be solely responsible for the satisfactory work performance of all personnel engaged in performing the services and tasks, and compliance with the customary professional standards. Neither City nor any of its officers, employees, agents, or volunteers shall have control over the conduct of Contractor or any of Contractor's officers, employees, or agents.

B. Contractor shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of City. Contractor and Contractor's personnel shall not supervise any of City's employees; and City's employees shall not supervise Contractor's personnel. Contractor's personnel shall not wear or display any City uniform, badge, identification number, or other information identifying such individual as a City employee; and Contractor's personnel shall not use any City e-mail address or City telephone number in the performance of any of the services and tasks under this Agreement. Contractor shall acquire and maintain at its sole cost and expense such vehicles, equipment, and supplies as Contractor's personnel require to perform any of the services and tasks required by this Agreement. Contractor shall perform all services and tasks off of City premises at locations of Contractor's choice, except as otherwise may from time to time be necessary in order for Contractor's personnel to receive projects from City, review plans on file at City, pick up or deliver any work product related to Contractor's performance of any services and tasks under this Agreement, or as may be necessary to inspect or visit City locations and/or private property to perform the services and tasks. City may make a computer available to Contractor from time to time for Contractor's personnel to obtain information about, or to check on, the status of projects pertaining to the services and tasks performed under this Agreement. Contractor shall not incur or have the power to incur any debt, obligation or liability whatever against City, or bind City in any manner.

C. No employee benefits shall be available to Contractor in connection with the performance of this Agreement. Except for the fees paid to Contractor as provided in the Agreement, City shall not pay salaries, wages, or other compensation to Contractor for performing services and tasks hereunder for City. City shall not be liable for

compensation or indemnification to Contractor for injury or sickness arising out of performing services and tasks hereunder. Contractor shall be responsible for and pay all salaries, wages, benefits and other amounts due to Contractor's personnel in connection with their performance of the services and tasks under this Agreement, and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to, Social Security taxes, other retirement or pension benefits, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance. Notwithstanding any other agency, state, or federal policy, rule, regulation, statute, or ordinance to the contrary, Contractor and any of its officers, employees, agents, and subcontractors providing any of the services and tasks under this Agreement shall not become entitled to, and hereby waive any claims to, any wages, salaries, compensation, benefit, or any incident of employment by City, including, but not limited to, eligibility to enroll in, or reinstate to membership in, the California Public Employees Retirement System ("PERS") as a City employee, and entitlement to any contribution to be paid by City for employer contributions or employee contributions for PERS benefits.

D. Contractor shall indemnify and hold harmless City and its elected officials, officers, employees, servants, designated volunteers, and agents serving as independent contractors in the role of City officials, from any and all liability, damages, claims, costs, and expenses of any nature to the extent arising from, caused by, or relating to Contractor's personnel practices, or to the extent arising from, caused by, or relating to the violation of any of the provisions of this Section. In addition to all other remedies available under law, City shall have the right to offset against the amount of any fees due to Contractor under this Agreement any amount due to City from Contractor as a result of Contractor's failure to promptly pay to City any reimbursement or indemnification arising under this Section. This duty of indemnification is in addition to Contractor's duty to defend, indemnify, and hold harmless as set forth in any other provision of this Agreement.

11. PERS COMPLIANCE AND INDEMNIFICATION

A. General Requirements. The parties acknowledge that City is a local agency member of PERS, and as such has certain pension reporting and contribution obligations to PERS on behalf of qualifying employees. Contractor agrees that, in providing its employees and any other personnel to City to perform the services and tasks under this Agreement, Contractor shall assure compliance with the Public Employees' Retirement Law, commencing at Government Code Section 20000, the regulations of PERS, and the Public Employees' Pension Reform Act of 2013, as amended. Without limitation to the foregoing, Contractor shall assure compliance with regard to personnel who have active or inactive membership in PERS and to those who are retired annuitants and in performing this Agreement shall not assign or utilize any of its personnel in a manner that will cause City to be in violation of the applicable retirement laws and regulations.

B. Indemnification. Contractor shall defend (with legal counsel approved by City, whose approval shall not be unreasonably withheld), indemnify, and hold harmless City, and its City and its elected officials, officers, employees, servants, designated

volunteers, and agents serving as independent contractors in the role of City officials, from any and all liability, damages, claims, costs and expenses of any nature to the extent arising from, caused by, or relating to Contractor's violation of any provisions of this Section. This duty of indemnification is in addition to Contractor's duty to defend, indemnify, and hold harmless as set forth in any other provision of this Agreement.

12. LEGAL RESPONSIBILITIES

The Contractor shall keep itself informed of all local, State and Federal ordinances, laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Contractor shall at all times observe and comply with all such ordinances, laws and regulations. The City, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the Contractor to comply with this section.

13. RELEASE OF INFORMATION

A. All information gained by Contractor in performance of this Agreement shall be considered confidential and shall not be released by Contractor without City's prior written authorization. Contractor, its officers, employees, agents or subcontractors, shall not without written authorization from the City Manager or unless requested by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary" provided Contractor gives City notice of such court order or subpoena.

B. Contractor shall promptly notify City should Contractor, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under or with respect to any project or property located within the City. City retains the right, but has no obligation, to represent Contractor and/or be present at any deposition, hearing or similar proceeding. Contractor agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Contractor. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

14. NOTICES

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by: (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, that provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by Notice. Notice shall be effective upon delivery to the addresses

specified below or on the third business day following deposit with the document delivery service or United States Mail as provided above.

To City: City of Agoura Hills
30001 Ladyface Court
Agoura Hills, California 91301
Attention: City Manager

To Contractor: Many Mansions
1259 E. Thousand Oaks Blvd.
Thousand Oaks, CA 91362
Attention: Rick Schroeder

15. ASSIGNMENT

The Contractor shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City. Upon termination of this Agreement, Contractor's sole compensation shall be payment for actual services performed up to, and including, the date of termination or as may be otherwise agreed to in writing between the City Council and the Contractor.

16. LICENSES

At all times during the term of this Agreement, Contractor shall have in full force and effect, all licenses required of it by law for the performance of the services described in this Agreement.

17. GOVERNING LAW

The City and Contractor understand and agree that the laws of the State of California shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court with geographic jurisdiction over the City of Agoura Hills. In the event such litigation is filed by one party against the other to enforce its rights under this Agreement, the prevailing party, as determined by the Court's judgment, shall be entitled to reasonable attorney fees and litigation expenses for the relief granted.

18. PROHIBITED INTEREST

No officer, or employee of the City of Agoura Hills shall have any financial interest, direct or indirect, in this Agreement, the proceeds thereof, the Contractor, or Contractor's subcontractors for this project, during his/her tenure or for one year thereafter. The Contractor hereby warrants and represents to the City that no officer or employee of the City of Agoura Hills has any interest, whether contractual, non-contractual, financial or otherwise, in this transaction, or in the business of the Contractor or Contractor's subcontractors on this project. Contractor further agrees to notify the City

in the event any such interest is discovered whether or not such interest is prohibited by law or this Agreement.

19. EXHIBITS

Exhibits A and B constitute a part of this Agreement and are incorporated into this Agreement by this reference. If any inconsistency exists or arises between a provision of this Agreement and a provision of any exhibit, the provisions of this Agreement shall control.

20. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous Agreements, understandings, representations and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

21. AMENDMENT OF AGREEMENT

This Agreement may be amended only by a writing signed by both parties. The City Manager is authorized to sign an Amendment to this Agreement on the City Council's behalf and without the City Council's prior approval to make the following non-substantive modifications to the Agreement: (a) name changes; (b) extensions of time that do not result in monetary changes; (c) non-monetary changes in the scope of work; and (d) termination of the Agreement. All monetary changes to this Agreement require City Council approval.

22. AUTHORITY TO EXECUTE THIS AGREEMENT

The person or persons executing this Agreement on behalf of Contractor warrants and represents that he or she has the authority to execute this Agreement on behalf of the Contractor and has the authority to bind Contractor to the performance of its obligations hereunder. In lieu of a handwritten or wet signature from the Contractor, the City may electronically process and execute this Agreement and request that the Contractor sign the Agreement electronically via DocuSign or similar electronic signature software.

23. COUNTERPARTS

This Agreement may be executed in counterparts, all such executed counterparts shall constitute the same Agreement, and the signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF AGOURA HILLS

Penny Sylvester,
Mayor

ATTEST:

Kimberly M. Rodrigues, MMC
City Clerk

Date Approved by City Council: _____

APPROVED AS TO FORM:

Candice K. Lee,
City Attorney

CONTRACTOR

Many Mansions
1259 E. Thousand Oaks Blvd.
Thousand Oaks, CA 91362
Attention: Rick Schroeder
(805) 496-4948 x227
Rick@manymansions.org

By: 
Name: Rick Schroeder
Title: President & CEO

By: 
Name: Kevin Kozal
Title: Board Chairperson

[Signatures of Two Corporate Officers Required]

EXHIBIT A

TASKS TO BE PERFORMED

The specific elements (scope of work) of this service include:

I. Introduction

For over 45 years, Many Mansions has been a leader in the affordable housing industry – developing beautiful multifamily affordable housing communities, engaging in comprehensive property management services, and providing on-site service programs for its residents.

With a deep understanding of the complexities surrounding affordable housing programs – including Low-Income Housing Tax Credit (LIHTC), HOME, Section 8, and other regulatory frameworks – Many Mansions is uniquely qualified to assist property owners, managers, and city entities in navigating affordable housing compliance requirements. Moreover, our organization has cultivated a reputation for excellence in compliance management, ensuring adherence to federal, state, and local regulations while fostering strong, sustainable housing communities. Many Mansions is also a licensed California Real Estate Broker (DRE #2003927)

Compliance is not just about meeting regulatory standards; it is about protecting funding streams, maintaining property integrity, and providing residents with the stability and security they deserve. Many Mansions’ proven track record includes:

- Successfully managing compliance of over 800 affordable housing units across Ventura and Los Angeles Counties (with an additional 154 units currently in construction);
- Navigating complex funding sources to maintain compliance with overlapping federal, state, and local programs; and
- Providing property management training to enhance knowledge and operational efficiency.

By leveraging decades of experience with a ‘hands-on’ approach, Many Mansions offers an unparalleled service tailored to the unique needs of affordable housing providers. Our Compliance Services are designed to simplify processes, reduce administrative burdens, and ensure ongoing regulatory compliance.

II. Scope of Services

Many Mansions offers comprehensive affordable housing assistance and compliance services. Its ‘Scope of Services’ is divided into two categories- (1) Program Initiation, and (2) Ongoing Services.

Fee Schedules for both categories are included in Appendix ‘A’ and ‘B.’

A. Program Initiation

The Program Initiation phase is designed to establish a strong foundation for long-term affordable housing compliance for a new property with restricted units.

Many Mansions will create, customize, and implement all necessary infrastructure, documentation, and training to ensure that regulatory standards are consistently met.

1. Forms Creation and Initial Lease-up Training:

- **Applicant Screening Criteria:** Develop and customize criteria to ensure applicants meet the eligibility requirements for specific funding programs (e.g., LIHTC, HOME, Section 8).
- **Lease and Addendums:** Develop leases and required addendums tailored to affordable housing programs, including specific clauses addressing compliance requirements, tenant responsibilities, and program regulations.
- **Tenant Income Certification Forms:** Create clear, easy-to-use forms to document tenant income certifications and recertifications.
- **Certificate of Continuing Program Compliance:** Provide templates for property owners and managers to certify compliance with program requirements.
- **Annual Occupancy Summary Report:** Design templates to assist in reporting occupancy and compliance data to regulatory agencies.

2. Property Manager Manual:

- Develop a comprehensive manual tailored to the property's specific funding requirements and regulatory framework.
- Include step-by-step instructions for:
 - Conducting initial and annual tenant income certifications.
 - Reviewing tenant applications for compliance with eligibility standards.
 - Maintaining accurate and up-to-date compliance files.
- Provide a detailed troubleshooting guide for managing common compliance issues.

3. Annual Notice of Compliance Monitoring:

- Design and implement a structured system for notifying property owners and managers of upcoming compliance monitoring deadlines.

- Provide templates for owner certifications, tenant notifications, and required documentation.

4. Waitlist Lottery Procedures:

- Develop a fair and transparent system to manage applicant waitlists and lotteries in accordance with regulatory requirements.
- Outline procedures to:
 - Rank applicants based on eligibility and established preference criteria (e.g., Housing Choice Vouchers, local preferences).
 - Notify applicants of their placement and selection status.
 - Conduct periodic waitlist updates to maintain accuracy.
- Provide training to property management staff on administering waitlists and lotteries.

5. Compliance Infrastructure Setup:

- Establish digital and physical filing systems to streamline document organization, retrieval, and reporting.
- Recommend compliance management software tools (if applicable).
- Create a compliance calendar to track key dates, such as recertification deadlines, reporting requirements, and monitoring visits.

B. Ongoing Services

Once the Initial Setup is established, ongoing services will include:

1. Rent Limit and Utility Allowance Charts:

- Creation and distribution of annual income, rent limit, and utility allowance charts to the City and property owners/managers, ensuring alignment with county standards.

2. Annual Notice of Compliance Monitoring:

- Notifications sent to housing developments.

3. Application and Eligibility Review:

- Review received applications.

- Determine applicant eligibility based on lottery guidelines and preferences.

4. Ongoing Compliance Monitoring:

- Review annual developer reports to ensure adherence to regulatory requirements.
- Draft annual compliance monitoring reports for the City.

5. Property Management Training:

- Conduct annual training sessions to empower property managers with the knowledge needed for compliance.

EXHIBIT B
PAYMENT RATES AND SCHEDULE

Fee Schedule (Program Initiation)

| No. | Service | Price |
|--------------|--|----------------|
| 1 | Forms Creation and Initial Lease-up Training and Procedure | \$2,500 |
| 2 | Property Manager Manual and Initial Training | \$1,500 |
| 3 | Waitlist Lottery Procedures Setup | \$ 500 |
| 4 | Cybersecurity Insurance (initial--additional)* | \$ 900 |
| Total | | \$5,400 |

Fee Schedule (Ongoing Services)

| No. | Service | Price |
|------------|---|-----------------|
| 1 | Provide Annual Income, Rent Limit, and Utility Allowance Charts | (no charge) |
| 2 | Review Housing Applications (determine eligibility, etc.) | \$90 per file |
| 3 | Review Tenant Files (determine compliance) | \$90 per file |
| 4 | Review Tenant Income Recertification Documents | \$90 per file |
| 5 | Review Owner Generated Compliance Reports | \$90 per report |
| 6 | Draft Annual Compliance Monitoring Reports for the City | \$90 per report |
| 7 | Conduct Property Management Trainings (annual) | \$800 |
| 8 | Cybersecurity Insurance (additional annual)* | \$900 |



REPORT TO CITY COUNCIL

DATE: AUGUST 13, 2025
TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL
FROM: NATHAN HAMBURGER, CITY MANAGER
BY: GENE BURSE, SENIOR PLANNER
DENICE THOMAS, COMMUNITY DEVELOPMENT DIRECTOR
SUBJECT: APPROVE A TWO-YEAR AGREEMENT FOR CONTRACTOR SERVICES, WITH TURBO DATA SYSTEMS, INC., FOR ADMINISTRATIVE CITATION PROCESSING AND COLLECTION SERVICES

The purpose of this item is to seek City Council approval for the City to enter into an agreement with Turbo Data Systems, Inc., for Fiscal Years 2025-27. The City has previously entered into an agreement with Turbo Data Systems Inc. for Las Virgenes Parking Citation Processing and Collections. Under the proposed agreement, Turbo Data Systems Inc., would provide Administrative Citation Processing and Collection services that include data entry, mail processing, revenue collection, notice mailing, and online payment processing and inquiry. Both the Las Virgenes Parking Citation Processing and Collection services agreements, are for a total not-to-exceed fee of \$50,000 (\$25,000 per year). As the combined fee of both agreements exceeds \$25,000 per year, the item requires City Council to express authorization for the City Manager to sign on behalf of the City pursuant to the Agoura Hills Municipal Code § 2107(q) for the approval of the proposed agreement.

Turbo Data Systems, Inc., has provided a proposal (Attached as Exhibits A and B) outlining the specific scope of work and associated fees.

The proposed Agreement has been reviewed by the City Attorney and approved as to form.

FISCAL IMPACT

There is no additional fiscal impact to the City Council 2025-2026 and 2026-2027 Budget years as funds were allocated in contract services account 010-4305-5520 that cover all expected annual expenses.

RECOMMENDATION

Staff recommends the City Council authorize the City Manager to sign the two-year Agreement for Contractor Services, with Turbo Data Systems, Inc., for Administrative Citation Processing and Collection Services for Fiscal Years 2025-26 and 2026-27 for a not-to-exceed fee of \$50,000 (\$25,000 per year).

Attachments

[Agreement for Contractor Services - Turbo Data Systems.pdf](#)

**AGREEMENT FOR CONTRACTOR SERVICES
WITH THE CITY OF AGOURA HILLS**

NAME OF CONTRACTOR: Turbo Data Systems, Inc.
RESPONSIBLE PRINCIPAL OF CONTRACTOR: Attn: Roberta J. Rosen
CONTRACTOR'S ADDRESS: 1551 N Tustin Ave, 950
Santa Ana, CA, 92705
CITY'S ADDRESS: City of Agoura Hills
30001 Ladyface Court
Agoura Hills, CA 91301
Attn: City Manager
PREPARED BY: Gene Burse
COMMENCEMENT DATE: August 23, 2025
TERMINATION DATE: August 23, 2027
CONSIDERATION: Agreement Price:
Not to Exceed: \$25,000/yr

| |
|--|
| ADDITIONAL SERVICES <i>(Describe Services, Amount, and Approval):</i> _____ _____ _____ _____ |
|--|

Date: _____ Amount: \$ _____ Authorized By: _____
(Not to Exceed 10% of Agreement Price) City Manager

**AGREEMENT FOR CONTRACTOR SERVICES BETWEEN
THE CITY OF AGOURA HILLS AND TURBO DATA
SYSTEMS, INC.**

THIS AGREEMENT is made and effective as of August 23, 2025, between the City of Agoura Hills, a municipal corporation ("City") and Turbo Data Systems ("Contractor"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

This Agreement shall commence on August 23, 2025, and shall remain and continue in effect until tasks described herein are completed, but in no event later than August 23, 2027, unless sooner terminated pursuant to the provisions of this Agreement.

2. SERVICES

Contractor shall perform the services and tasks described and set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full. Contractor shall complete the tasks according to the schedule of performance which is also set forth in Exhibit A.

3. PERFORMANCE

In meeting its obligations under this Agreement, Contractor shall at all times faithfully and competently perform all tasks described herein in a manner satisfactory to CITY and consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions.

4. PAYMENT

A. The City agrees to pay Contractor monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B, Payment Rates and Schedule, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. Any terms in Exhibit B other than the payment rates and schedule of payment are null and void. This amount shall not exceed Fifty Thousand Dollars and Zero Cents (\$50,000) ("Agreement Price") for the initial Term of the Agreement unless additional payment is approved as provided in this Agreement.

The City Manager may approve additional work up to ten percent (10%) of the amount of the Agreement. Any additional work in excess of this amount shall be approved by the City Council.

B. Contractor shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Manager. Contractor shall be compensated for any additional services in the

amounts and in the manner as agreed to by the City Council and Contractor at the time City's written authorization is given to Contractor for the performance of said services.

C. Contractor shall submit invoices monthly for actual services performed. Invoices shall be submitted between the first and fifteenth business day of each month, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the City disputes any of Contractor's fees, it shall give written notice to Contractor within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice. For all reimbursements authorized by this Agreement, Contractor shall provide receipts on all reimbursable expenses in excess of Fifty Dollars (\$50) in such form as approved by the Director of Finance.

5. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

A. The City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the Contractor at least ten (10) days prior written notice. Upon receipt of said notice, the Contractor shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement, such suspension or termination shall not make void or invalidate the remainder of this Agreement.

B. In the event this Agreement is terminated pursuant to this Section, the City shall pay to Contractor the actual value of the work performed up to the time of termination, provided that the work performed is of value to the City. Upon termination of the Agreement pursuant to this Section, the Contractor will submit an invoice to the City pursuant to Section entitled "**PAYMENT**" herein.

6. DEFAULT OF CONTRACTOR

A. The Contractor's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Contractor is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Contractor for any work performed after the date of default and can terminate this Agreement immediately by written notice to the Contractor. If such failure by the Contractor to make progress in the performance of work hereunder arises out of causes beyond the Contractor's control, and without fault or negligence of the Contractor, it shall not be considered a default.

B. If the City Manager or his delegate determines that the Contractor is in default in the performance of any of the terms or conditions of this Agreement, it shall serve the Contractor with written notice of the default. The Contractor shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the Contractor fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement."

7. OWNERSHIP OF DOCUMENTS

A. Contractor shall maintain complete and accurate records with respect to sales, costs, expenses, receipts and other such information required by City that relate to the performance of services under this Agreement. Contractor shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Contractor shall provide free access to the representatives of City or its designees at reasonable times to such books and records, shall give City the right to examine and audit said books and records, shall permit City to make transcripts therefrom as necessary, and shall allow inspection of all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

B. Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files containing data generated for the work, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the City and may be used, reused or otherwise disposed of by the City without the permission of the Contractor. With respect to computer files containing data generated for the work, Contractor shall make available to the City, upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring and printing computer files.

8. INDEMNIFICATION

Contractor shall defend, indemnify, and hold the City, its officials, officers, employees, agents and independent contractors serving in the role of City officials, and volunteers (collectively "Indemnitees") free and harmless from any and all claims, demands, causes of action, proceedings, costs, expenses, liabilities, losses, damages or injuries, in law or equity, to property or persons, including wrongful death (collectively "Claims"), in any manner arising out of or incident to any acts or omissions of Contractor, its officials, officers, employees, agents or subcontractors in connection with the performance of this Agreement, including without limitation the payment of all consequential damages, attorneys' fees, and other related costs and expenses, except for such Claims arising out of the sole negligence or willful misconduct of the Indemnitees. With respect to any and all such Claims, Contractor shall defend Indemnitees at Contractor's own cost, expense, and risk and shall pay and satisfy any judgment, award, or decree that may be rendered against Indemnitees. Contractor shall reimburse Indemnitees for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Contractor or Indemnitees. All duties of Contractor under this Section shall survive termination of this Agreement.

9. INSURANCE REQUIREMENTS

Prior to commencement of work, Contractor shall procure, provide, and maintain, at Contractor's own expense, for the duration of this Agreement, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees.

A. Minimum Scope of Insurance. Coverage shall be at least as broad as:

1) Insurance Services Office Commercial General Liability form No. CG 00 01 11 85 or 88, or equivalent.

2) Insurance Services Office Business Auto Coverage form CA 00 01 06 92, or equivalent, covering Automobile Liability, code 1 (any auto). If the Contractor owns no automobiles, a non-owned auto endorsement to the General Liability policy described above is acceptable.

3) Worker's Compensation insurance as required by the State of California and Employer's Liability Insurance. If the Contractor has no employees while performing under this Agreement, worker's compensation insurance is not required, but Contractor shall execute a declaration that it has no employees.

4) Cyber Security and Privacy Liability shall be written on a policy form providing cyber security and privacy liability.

5) Cyber Technology Errors and Omissions shall be written on a policy providing cyber technology errors and omissions.

6) Professional Liability Insurance shall be written on a policy form providing professional liability for the Contractor's profession.

B. Minimum Limits of Insurance. Contractor shall maintain limits no less than:

1) General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage, including without limitation, blanket contractual liability. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

2) Automobile Liability: \$1,000,000 per accident for bodily injury and property damage for all activities of the Contractor arising out of or in connection with work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rental vehicles.

3) Worker's Compensation as required by the State of California; Employer's Liability: One million dollars (\$1,000,000) per accident for bodily injury or disease.

4) Cyber Security and Privacy Liability coverage: Contractor shall procure and maintain insurance with limits of \$1,000,000 per occurrence/loss, \$2,000,000 general aggregate, which shall include the following coverage:

- a. Liability arising from the theft, dissemination and/or use of confidential or personally identifiable information; including, but not limited to personally identifiable information (PII), protected health information (PHI), security codes, access codes, passwords, etc.
- b. Network security liability arising from the unauthorized use of, access to, or tampering with computer systems, including hacker or denial of service attacks.
- c. Liability arising from introducing a computer virus into or otherwise causing damage to vendor's (first-party) or customer's (third party) computer, computer system, network, or similarly related property and the data, software, and programs.
- d. Liability arising from professional misconduct or lack of the requisite skill required for performing services defined in the contract or agreement.
- e. Costs associated with restoring, updating, or replacing data.
- f. Costs associated with a privacy breach, including notification costs, customer support, forensics, crises management, public relations consulting, legal services of a privacy attorney, credit monitoring, and identity fraud resolutions services for affected individuals.
- g. If coverage is maintained on a claims-made basis, Contractor shall maintain such coverage for an additional three (3) years following termination of the contract.

5) Cyber Technology Errors and Omissions. Contractor shall procure and maintain insurance with limits of \$1,000,000 per occurrence/loss, \$2,000,000 general aggregate, which shall include the following coverage:

- a) Liability arising from the unauthorized release of information for which an entity has the legal obligation to keep private, such as personally identifiable information (PII) and protected health information (PHI)

- b) Network security liability arising from the unauthorized use of, access to, or tampering with computer systems, including hacker or denial of service attacks.
 - c) Liability arising from the failure of technology products (software and hardware) required under the contract for Contractor to properly perform the intended services.
 - d) Claims alleging the failure of computer security that result in the transmission of malicious code, deletion, destruction or alteration of data, or the denial of service.
 - e) Electronic Media Liability arising from personal injury, plagiarism or misappropriation of ideas, domain name infringement or improper deep-linking or framing, and infringement or violation of intellectual property rights.
 - f) Liability arising from the rendering, or failure to render, professional services.
 - g) Defense costs in regulatory proceedings (state and federal) involving a violation of privacy laws or intellectual property rights.
 - h) Crisis management and other expert services.
 - i) If coverage is maintained on a claims-made basis, Contractor shall maintain such coverage for an additional three (3) years following termination of the contract.
- 6) Professional Liability coverage: One million (\$1,000,000) per claim and in aggregate.

C. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City Manager. At the option of the City Manager, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

D. Requirements Not Limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Vendor maintains higher limits than the minimums shown above, the Agency requires and shall be entitled to coverage for the higher limits maintained by the Vendor. Any available

insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Agency.

E. Other Insurance Provisions. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1) The City, its officers, officials, employees and volunteers are to be covered and named as additional insureds in respect to: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers.

2) For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insured maintained by the City, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

3) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officers, officials, employees or volunteers.

4) The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to the City. Contractor agrees to oblige its insurance agent or broker and insurers to provide City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

6) Waiver of subrogation. All insurance coverage maintained or procured pursuant to this Agreement shall be endorsed to waive subrogation against the City, its elected or appointed officers, agents, officials, employees, and volunteers or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against the City and shall require similar written express waivers and insurance clauses from each of its subcontractors.

F. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City. Self insurance shall not be considered to comply with these insurance requirements.

G. Verification of Coverage. **Contractor shall furnish the City with original endorsements, specifically naming the City of Agoura Hills, its officers, officials, employees and volunteers as additional insured, effecting coverage required by this clause.** The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms acceptable to the City. Insurance certificates and endorsements must be received and approved by City's Risk Manager prior to commencement of performance. Current insurance certificates and endorsements shall be kept on file with the City at all times during the term of this Agreement. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

H. Mailing Instructions. Insurance documents shall be mailed with the signed Agreement to the attention of the staff person indicated on the cover sheet of this Agreement, to the City of Agoura Hills, 30001 Ladyface Court, Agoura Hills, CA 91301. Executed Agreement(s) cannot be released nor may any work commence on a project until the signed Agreement and appropriate insurance documents are on file with the City Clerk.

10. INDEPENDENT CONTRACTOR

A. Contractor is and shall at all times remain as to the City a wholly independent Contractor. The personnel performing the services and tasks under this Agreement on behalf of Contractor shall not be City employees and shall at all times be under Contractor's exclusive direction and control. Contractor and all of Contractor's personnel shall possess the qualifications, permits, and licenses required by state and local law to perform the services and tasks under this Agreement, including, without limitation, a City business license as required by the Agoura Hills Municipal Code. Contractor shall determine the means, methods, and details by which Contractor's personnel will perform the services and tasks. Contractor shall be solely responsible for the satisfactory work performance of all personnel engaged in performing the services and tasks, and compliance with the customary professional standards. Neither City nor any of its officers, employees, agents, or volunteers shall have control over the conduct of Contractor or any of Contractor's officers, employees, or agents.

B. Contractor shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of City. Contractor and Contractor's personnel shall not supervise any of City's employees; and City's employees shall not supervise Contractor's personnel. Contractor's personnel shall not wear or display any City uniform, badge, identification number, or other information identifying such individual as a City employee; and Contractor's personnel shall not use any City e-mail address or City telephone number in the performance of any of the services and tasks under this Agreement. Contractor shall acquire and maintain at its sole cost and expense such vehicles, equipment, and supplies as Contractor's personnel require to perform any of the services and tasks required by this Agreement. Contractor shall perform all services and tasks off of City premises at locations of Contractor's choice, except as otherwise may from time to time be necessary in order for Contractor's personnel to receive projects from City, review plans on file at City, pick up or deliver any work product related to Contractor's performance of any

services and tasks under this Agreement, or as may be necessary to inspect or visit City locations and/or private property to perform the services and tasks. City may make a computer available to Contractor from time to time for Contractor's personnel to obtain information about, or to check on, the status of projects pertaining to the services and tasks performed under this Agreement. Contractor shall not incur or have the power to incur any debt, obligation or liability whatever against City, or bind City in any manner.

C. No employee benefits shall be available to Contractor in connection with the performance of this Agreement. Except for the fees paid to Contractor as provided in the Agreement, City shall not pay salaries, wages, or other compensation to Contractor for performing services and tasks hereunder for City. City shall not be liable for compensation or indemnification to Contractor for injury or sickness arising out of performing services and tasks hereunder. Contractor shall be responsible for and pay all salaries, wages, benefits and other amounts due to Contractor's personnel in connection with their performance of the services and tasks under this Agreement, and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to, Social Security taxes, other retirement or pension benefits, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance. Notwithstanding any other agency, state, or federal policy, rule, regulation, statute, or ordinance to the contrary, Contractor and any of its officers, employees, agents, and subcontractors providing any of the services and tasks under this Agreement shall not become entitled to, and hereby waive any claims to, any wages, salaries, compensation, benefit, or any incident of employment by City, including, but not limited to, eligibility to enroll in, or reinstate to membership in, the California Public Employees Retirement System ("PERS") as a City employee, and entitlement to any contribution to be paid by City for employer contributions or employee contributions for PERS benefits.

D. Contractor shall indemnify and hold harmless City and its elected officials, officers, employees, servants, designated volunteers, and agents serving as independent contractors in the role of City officials, from any and all liability, damages, claims, costs, and expenses of any nature to the extent arising from, caused by, or relating to Contractor's personnel practices, or to the extent arising from, caused by, or relating to the violation of any of the provisions of this Section. In addition to all other remedies available under law, City shall have the right to offset against the amount of any fees due to Contractor under this Agreement any amount due to City from Contractor as a result of Contractor's failure to promptly pay to City any reimbursement or indemnification arising under this Section. This duty of indemnification is in addition to Contractor's duty to defend, indemnify, and hold harmless as set forth in any other provision of this Agreement.

11. PERS COMPLIANCE AND INDEMNIFICATION

A. General Requirements. The parties acknowledge that City is a local agency member of PERS, and as such has certain pension reporting and contribution obligations to PERS on behalf of qualifying employees. Contractor agrees that, in providing its employees and any other personnel to City to perform the services and tasks under this Agreement, Contractor shall assure compliance with the Public Employees'

Retirement Law, commencing at Government Code Section 20000, the regulations of PERS, and the Public Employees' Pension Reform Act of 2013, as amended. Without limitation to the foregoing, Contractor shall assure compliance with regard to personnel who have active or inactive membership in PERS and to those who are retired annuitants and in performing this Agreement shall not assign or utilize any of its personnel in a manner that will cause City to be in violation of the applicable retirement laws and regulations.

B. Indemnification. Contractor shall defend (with legal counsel approved by City, whose approval shall not be unreasonably withheld), indemnify, and hold harmless City, and its City and its elected officials, officers, employees, servants, designated volunteers, and agents serving as independent contractors in the role of City officials, from any and all liability, damages, claims, costs and expenses of any nature to the extent arising from, caused by, or relating to Contractor's violation of any provisions of this Section. This duty of indemnification is in addition to Contractor's duty to defend, indemnify, and hold harmless as set forth in any other provision of this Agreement.

12. LEGAL RESPONSIBILITIES

The Contractor shall keep itself informed of all local, State and Federal ordinances, laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Contractor shall at all times observe and comply with all such ordinances, laws and regulations. The City, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the Contractor to comply with this section.

13. RELEASE OF INFORMATION

A. All information gained by Contractor in performance of this Agreement shall be considered confidential and shall not be released by Contractor without City's prior written authorization. Contractor, its officers, employees, agents or subcontractors, shall not without written authorization from the City Manager or unless requested by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary" provided Contractor gives City notice of such court order or subpoena.

B. Contractor shall promptly notify City should Contractor, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under or with respect to any project or property located within the City. City retains the right, but has no obligation, to represent Contractor and/or be present at any deposition, hearing or similar proceeding. Contractor agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Contractor. However, City's right to review any such

response does not imply or mean the right by City to control, direct, or rewrite said response.

14. NOTICES

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by: (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, that provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by Notice. Notice shall be effective upon delivery to the addresses specified below or on the third business day following deposit with the document delivery service or United States Mail as provided above.

To City: City of Agoura Hills
30001 Ladyface Court
Agoura Hills, California 91301
Attention: City Manager

To Contractor: Turbo Data Systems, Inc.
1551 N Tustin Ave, 950
Santa Ana, CA 92705
Attention: Roberta J. Rosen

15. ASSIGNMENT

The Contractor shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City. Upon termination of this Agreement, Contractor's sole compensation shall be payment for actual services performed up to, and including, the date of termination or as may be otherwise agreed to in writing between the City Council and the Contractor.

16. LICENSES

At all times during the term of this Agreement, Contractor shall have in full force and effect, all licenses required of it by law for the performance of the services described in this Agreement.

17. GOVERNING LAW

The City and Contractor understand and agree that the laws of the State of California shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court with geographic jurisdiction over the City of Agoura Hills. In the event such litigation is filed by one party against the other to enforce its rights under this Agreement, the

prevailing party, as determined by the Court's judgment, shall be entitled to reasonable attorney fees and litigation expenses for the relief granted.

18. PROHIBITED INTEREST

No officer, or employee of the City of Agoura Hills shall have any financial interest, direct or indirect, in this Agreement, the proceeds thereof, the Contractor, or Contractor's subcontractors for this project, during his/her tenure or for one year thereafter. The Contractor hereby warrants and represents to the City that no officer or employee of the City of Agoura Hills has any interest, whether contractual, non-contractual, financial or otherwise, in this transaction, or in the business of the Contractor or Contractor's subcontractors on this project. Contractor further agrees to notify the City in the event any such interest is discovered whether or not such interest is prohibited by law or this Agreement.

19. EXHIBITS

Exhibits A and B constitute a part of this Agreement and are incorporated into this Agreement by this reference. If any inconsistency exists or arises between a provision of this Agreement and a provision of any exhibit, the provisions of this Agreement shall control.

20. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous Acontrgreements, understandings, representations and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

21. AMENDMENT OF AGREEMENT

This Agreement may be amended only by a writing signed by both parties. The City Manager is authorized to sign an Amendment to this Agreement on the City Council's behalf and without the City Council's prior approval to make the following non-substantive modifications to the Agreement: (a) name changes; (b) extensions of time that do not result in monetary changes; (c) non-monetary changes in the scope of work; and (d) termination of the Agreement. All monetary changes to this Agreement require City Council approval.

22. AUTHORITY TO EXECUTE THIS AGREEMENT

The person or persons executing this Agreement on behalf of Contractor warrants and represents that he or she has the authority to execute this Agreement on behalf of the Contractor and has the authority to bind Contractor to the performance of its obligations hereunder. In lieu of a handwritten or wet signature from the Contractor, the City may electronically process and execute this Agreement and request that the

Contractor sign the Agreement electronically via DocuSign or similar electronic signature software.

23. COUNTERPARTS

This Agreement may be executed in counterparts, all such executed counterparts shall constitute the same Agreement, and the signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF AGOURA HILLS

Penny Sylvester,
Mayor

ATTEST:

Kimberly M. Rodrigues, MMC
City Clerk

Date Approved by City Council: _____

APPROVED AS TO FORM:

Candice K. Lee,
City Attorney

CONTRACTOR

Turbo Data Systems, Inc.
1551 N Tustin Ave, 950
Santa Ana, CA 92705
Roberta J. Rosen
Telephone: (714) 368-4808

By: Signed by:
Roberta J. Rosen

Name: Roberta J. Rosen
Title: President

By: Signed by:
Roberta J. Rosen

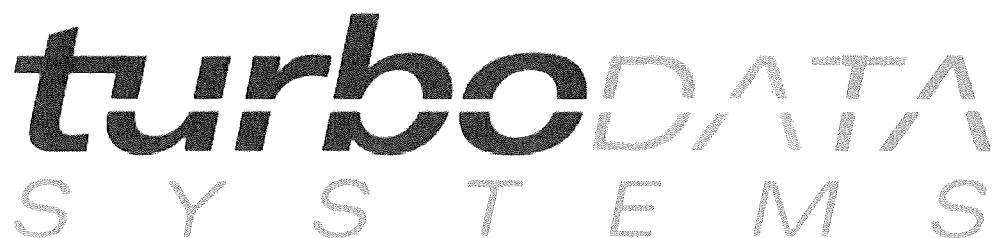
Name: Roberta J. Rosen
Title: CFO

EXHIBIT A

TASKS TO BE PERFORMED

The specific elements (scope of work) of this service include:

EXHIBIT A
TASKS TO BE PERFORMED



Administrative Citation Processing
&
Collections



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Since 1985, Turbo Data Systems (TDS) has provided citation processing services for scores of California cities, agencies, and educational institutions. TDS customers have achieved exceptional results in citation payment collection through our efficient and cost effective services. They have stayed with TDS because of our outstanding customer service and technology driven solutions.

*Basic service includes
Data Entry, Mail
Processing, Revenue
Collection, Notice
Mailing, and Online
Inquiry via Web.*

1 Introduction

Turbo Data Systems, Inc. is proposing to provide Administrative Citation Processing Services. Following is a description of the proposed service as well as the cost.

2 Description of Basic Service

The service is designed to provide core services to support Administrative Citation issuance. This includes: Data Entry, Mail Processing, Revenue Collection, Notice Mailing, and Online Payment and Inquiry.

2.1 Data Entry

Administrative Citations issued by officers will be batched or scanned and forwarded to TDS. When received, the citations will be entered into the Administrative Citation database.

2.2 Mail Processing

Correspondence and payments sent by violators will be mailed to a designated P.O. Box. A TDS courier will pick up the mail from the post office. All mail will be opened and separated between correspondence and payments. Any correspondence will be forwarded to the client. Payments will be processed as described in the following paragraph.

2.3 Revenue Collection

Payments will be sorted by post mark date and batched. They will be forwarded to the Collection staff for data entry. Once the payments are posted and the revenue is balanced, a deposit will be prepared, and checks will be scanned into your banks check depositing feature.

2.4 Notice Mailing

Unpaid accounts will be mailed a reminder notice. The notice will demand payment for the uncollected amount and provide information on payment options including addresses and methods of payments. Delinquent dates and amounts will be provided on the notices. A Final Notice will be mailed after the delinquent penalty is applied.

2.5 Customer Online Access to Database

TDS will provide Online Access to the Administrative Citation Database. This access will allow authorized staff to inquire on citations and search for specific information.

2.6 Citizen Online Payment/Inquiry

TDS will provide a website that the public can use to inquire on and pay for their citations online. The website will accept payments made with Visa, MasterCard or Discover.

2.7 Innovative Collection Services (ICS)

TDS will provide follow-up collection for delinquent accounts. This service is at no cost to the City unless monies are collected, and we will provide up to two delinquent collection letters.

2.8 Franchise Tax Board Payment Collection

TDS will provide collection services utilizing the Franchise Tax Board Interagency Offset Program. This service is at no cost to the City unless funds are collected from the program. We provide SSN lookup and letter mailing at no charge.

2.9 ticketPRO Mobile Software/Hardware for e-Citations

TDS offers ticketPRO Mobile administrative citation software for use with Android smartphones with Bluetooth printers or our nFORCER all-in-one solution with built-in smartphones and printer. ticketPRO Mobile is available through purchase or lease. Quotes can be provided separately.

3 Costs


Costs for all services are included in the attached Budgetary Cost Proposal. Please note that the price of all notices include postage and will not be billed separately.

4 Sample Letters

A few of our customized letters are included for your review.

Administrative Citation Final Notice

CALIFORNIA CITY
 P O BOX 487
 TUSTIN CA 92781-0467



FINAL NOTICE
 BEFORE NOTIFICATION TO COLLECTION AGENCY


NOTICE SUMMARY

Notice Date: 05/29/2012
 Total Amount Due Now: \$450.00
 Citation Number: AC050139

PAYMENT INSTRUCTIONS

TO PAY BY CREDIT CARD

- Pay online: www.pocket.com/californiacity
- There is a \$4.00 or 3% processing fee per citation



TO PAY BY MAIL

1. Send check or money order - NO CASH - US funds only.
2. Print citation number(s) on your payment.
3. To insure proper credit, return the bottom portion of this notice with your payment.
4. Make payable to CALIFORNIA CITY

PLEASE SEE REVERSE SIDE FOR ADDITIONAL OPTIONS

NOTICE DETAIL

| Citation # | Location | Date / Time | Code Sections Violated | Amount |
|------------|-------------------|------------------|--------------------------------------|--------|
| AC050139 | BAY AVE / 78TH ST | 03-14-2012 08:55 | CCMC 6-1-103A11 DOG LICENSE REQUIRED | 450.00 |
| | | | CCMC 6-1-103A2 DOG LEASH REQUIRED | |
| | | | CCMC 6-1-103A3 RABIES VACCINE | |


Total Amount Due Now: \$450.00

RETAIN THIS PORTION FOR YOUR RECORDS


PLEASE RETURN THIS PORTION WITH YOUR PAYMENT - USE THE ENCLOSED ENVELOPE

| Citation # | Date / Time | Code Sections Violated | Amount |
|------------|------------------|-------------------------------------|--------|
| AC050139 | 03-14-2012 08:55 | CCMC 6-1-103A1 DOG LICENSE REQUIRED | 450.00 |
| | | CCMC 6-1-103A2 DOG LEASH REQUIRED | |
| | | CCMC 6-1-103A3 RABIES VACCINE | |

Notice Date: 05/29/2012
 Total Amount Due Now: \$450.00






CALIFORNIA CITY
 P O BOX 2081
 TUSTIN CA 92781-2081



PROPRIETARY & CONFIDENTIAL

Delinquent Collection Notice

| <p>P O BOX 467 TUSTIN CA 92781-0467</p>  <p>Client: FULLERTON POLICE BOOKING FEES</p> <p>EMERGENCY RECEIPT FEE 14000902 DL2 06/11/2014</p>   | <p>INNOVATIVE COLLECTION SERVICES</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>ACCOUNT TYPE</th> <th>ISSUE DATE</th> <th>ACCOUNT NUMBER</th> </tr> </thead> <tbody> <tr> <td>ADMIN CITATION</td> <td>03/11/2014</td> <td>14000902 DL2</td> </tr> </tbody> </table> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>NOTICE DATE</th> <th>DEBT AMOUNT</th> <th>COLLECTION FEE</th> <th>TOTAL DUE</th> </tr> </thead> <tbody> <tr> <td>06/11/2014</td> <td>\$300.00</td> <td>\$90.00</td> <td>\$390.00</td> </tr> </tbody> </table> <p>IMPORTANT:</p> <p><small>To stop this from becoming a matter of your credit please take care of this promptly!</small></p> <p>Innovative Collection Services is a collection agency. This is an attempt to collect a debt. Any information obtained will be used for that purpose.</p> <p>FOR MORE INFORMATION www.picket.com/fpdbook or (800) 211-9053 (enter the first 8 characters of the account number)</p> | ACCOUNT TYPE | ISSUE DATE | ACCOUNT NUMBER | ADMIN CITATION | 03/11/2014 | 14000902 DL2 | NOTICE DATE | DEBT AMOUNT | COLLECTION FEE | TOTAL DUE | 06/11/2014 | \$300.00 | \$90.00 | \$390.00 |
|---|---|----------------|------------|----------------|----------------|------------|--------------|-------------|-------------|----------------|-----------|------------|----------|---------|----------|
| ACCOUNT TYPE | ISSUE DATE | ACCOUNT NUMBER | | | | | | | | | | | | | |
| ADMIN CITATION | 03/11/2014 | 14000902 DL2 | | | | | | | | | | | | | |
| NOTICE DATE | DEBT AMOUNT | COLLECTION FEE | TOTAL DUE | | | | | | | | | | | | |
| 06/11/2014 | \$300.00 | \$90.00 | \$390.00 | | | | | | | | | | | | |

NOTICE

Your past due account has been assigned to us for collection. We would appreciate a prompt response to this demand to eliminate further collection action.



Due to the delinquency of this citation, you no longer have the right to claim the citation was issued in error. Prior notification regarding this debt has been mailed to you with no response.

Payment must be made within 10 days to avoid further collection efforts. When payment has been made in full, this account will be closed.

Please send the amount due immediately, making your check or money order payable directly to our client. We have pre-addressed the lower portion of this letter for your convenience.

See Consumer Rights information on reverse side.

PAYMENT INSTRUCTIONS


| | |
|--|---|
| <p>TO PAY BY CREDIT CARD</p> <ul style="list-style-type: none"> • Pay online: www.picket.com/fpdbook • There is a \$4.00 or 3% processing fee per citation.   | <p>TO PAY BY MAIL</p> <ol style="list-style-type: none"> 1. Send check or money order. NO CASH (US funds only). 2. Print account number on your payment. 3. To insure proper credit, return the bottom portion of this notice with your payment. 4. Make payable to: FULLERTON POLICE BOOKING FEES |
|--|---|

Please return this portion with your payment -- Use the enclosed envelope. This will ensure prompt, accurate handling upon receipt. S1


| <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>ACCOUNT NUMBER</th> <th>NOTICE DATE</th> </tr> </thead> <tbody> <tr> <td>14000902 DL2</td> <td>06/11/2014</td> </tr> </tbody> </table> | ACCOUNT NUMBER | NOTICE DATE | 14000902 DL2 | 06/11/2014 | <p>If you have already paid this debt, send a copy of the front and back of your cancelled check or money order proving your payment. We will close this account only with verifiable proof of payment.</p> |
|--|----------------|-------------|--------------|------------|---|
| ACCOUNT NUMBER | NOTICE DATE | | | | |
| 14000902 DL2 | 06/11/2014 | | | | |

AMOUNT DUE NOW

\$390.00



INNOVATIVE COLLECTION SERVICES
 FULLERTON POLICE BOOKING FEES
 P O BOX 3500
 TUSTIN CA 92781-3500



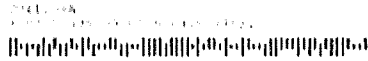
PROPRIETARY & CONFIDENTIAL

Delinquent Collection Final Notice

P O BOX 467
TUSTIN CA 92781-0467



Client: SAN CLEMENTE ADMIN CITATIONS



**INNOVATIVE COLLECTION SERVICES
FINAL NOTICE**

| ACCOUNT TYPE | ISSUE DATE | ACCOUNT NUMBER |
|----------------|-------------|----------------|
| ADMIN CITATION | 09/15/2010 | MC000526 |
| | NOTICE DATE | TOTAL DUE |
| | 11/10/2010 | \$150.00 |

IMPORTANT:

To stop this from becoming a mark on your credit please take care of this promptly.
Innovative Collection Services is a collection agency. This is an attempt to collect a debt. Any information obtained will be used for that purpose.

FOR MORE INFORMATION
www.picket.com/scmc or (800) 420-3966
(enter the first 8 characters of the account number)

FINAL NOTICE

You have been given notice of this claim as required by law. Although duly demanded, this account has not been paid. If this matter is not resolved with our client within 10 days, your account will be reported to one or more of the three major credit reporting agencies - Experian, Equifax and TransUnion. This action will impact your credit rating. If you have sold this vehicle, see the reverse side. Note that due to the delinquency of this citation, you no longer have the right to claim the citation was issued in error. At least two prior notifications regarding this debt have been mailed to you with no response. We have pre-addressed the lower portion of this letter to our client's mailing address for your convenience. When payment has been made in full, this account will be closed. See Consumer Rights information on reverse side.

PAYMENT INSTRUCTIONS

- TO PAY BY CREDIT CARD**
- Pay online: www.picket.com/scmc
 - enter the first 8 characters of the account number
 - There is a \$4.00 processing fee per citation.



- TO PAY BY MAIL**
1. Send check or money order. NO CASH (US funds only)
 2. Print account number on your payment.
 3. To ensure proper credit, return the bottom portion of this notice with your payment.
 4. Make payable to: **SAN CLEMENTE ADMIN CITATIONS**

Please return this portion with your payment. Use the enclosed envelope. This will ensure prompt, accurate handling upon receipt. ICS2

ACCOUNT NUMBER: MC000526
NOTICE DATE: 11/10/2010



If you have already paid this debt, send a copy of the front and back of your cancelled check or money order proving your payment. We will close this account only with verifiable proof of payment.

AMOUNT DUE NOW
\$150.00



INNOVATIVE COLLECTION SERVICES
SAN CLEMENTE ADMIN CITATIONS
P O BOX 3500
TUSTIN CA 92781-3500

PROPRIETARY & CONFIDENTIAL

| <p>LANCASTER ADMIN CITATIONS P O BOX 467 TUSTIN CA 92781-0467</p>  <p style="font-size: small;">03/03/2008 03:03:00 PM 03/03/2008 03:03:00 PM</p>  | <p>FRANCHISE TAX BOARD PRE-INTERCEPT NOTICE</p> <p style="background-color: black; color: white; padding: 2px;">FINAL NOTICE</p> <table border="1" style="width: 100%; border-collapse: collapse; font-size: x-small;"> <tr> <th>ACCOUNT TYPE</th> <th>ISSUE DATE</th> <th>ACCOUNT NUMBER</th> </tr> <tr> <td>ADMIN CITE-SSN</td> <td>03/03/2008</td> <td>06100295</td> </tr> </table> <table border="1" style="width: 100%; border-collapse: collapse; font-size: x-small;"> <tr> <th>NOTICE DATE</th> <th>TOTAL DUE</th> </tr> <tr> <td>11/12/2010</td> <td>\$200.00</td> </tr> </table> <p style="font-size: x-small;">FOR MORE INFORMATION www.pticket.com/lancasteradmin</p> | ACCOUNT TYPE | ISSUE DATE | ACCOUNT NUMBER | ADMIN CITE-SSN | 03/03/2008 | 06100295 | NOTICE DATE | TOTAL DUE | 11/12/2010 | \$200.00 |
|--|--|----------------|------------|----------------|----------------|------------|----------|-------------|-----------|------------|----------|
| ACCOUNT TYPE | ISSUE DATE | ACCOUNT NUMBER | | | | | | | | | |
| ADMIN CITE-SSN | 03/03/2008 | 06100295 | | | | | | | | | |
| NOTICE DATE | TOTAL DUE | | | | | | | | | | |
| 11/12/2010 | \$200.00 | | | | | | | | | | |


Our records show that you have a delinquent debt that is now due and payable to the agency listed above. You have 30 days to pay voluntarily before we submit your name to the Franchise Tax Board (FTB) for an interagency intercept.

FTB operates an Interagency Intercept program on behalf of the State Controller's Office. FTB collects delinquent debts owed to state and local agencies by intercepting money the state owes the debtor. FTB intercepts the money from tax refunds and state lottery prizes. Once intercepted, the money is redirected to the agency to which the debt is owed (California Code Sections 12419.2, 12419.5, 12419.7, 12419.8, 12419.9, 12419.10 and 12419.11).

If you have any questions or do not believe that you owe this debt, please contact us within 30 days from the date of this letter. A representative will review your objections once they are received. If you do not submit any objections or your objections are insufficient, we will proceed with this action.

Details for this account are located on the back of this notice.

PAYMENT INSTRUCTIONS

| | |
|---|---|
| <p>TO PAY BY CREDIT CARD:</p> <ul style="list-style-type: none"> • Pay online: www.pticket.com/lancasteradmin • There is a \$7.00 processing fee per citation.  | <p>TO PAY BY MAIL:</p> <ol style="list-style-type: none"> 1. Send check or money order. NO CASH (US funds only). 2. Print account number on your payment. 3. To insure proper credit, return the bottom portion of this notice with your payment. 4. Make payable to: LANCASTER ADMIN CITATIONS |
|---|---|


Please return this portion with your payment - Use the enclosed envelope. This will ensure prompt, accurate handling upon receipt. FTB.


| ACCOUNT NUMBER | NOTICE DATE |
|----------------|-------------|
| 06100295 | 11/12/2010 |

If you have already paid this debt, send a copy of the front and back of your cancelled check or money order proving your payment. We will close this account only with verifiable proof of payment.

AMOUNT DUE NOW

\$200.00



LANCASTER ADMIN CITATIONS
 P O BOX 3500
 TUSTIN CA 92781-3500


PROPRIETARY & CONFIDENTIAL

EXHIBIT B
PAYMENT RATES AND SCHEDULE

**EXHIBIT B
PAYMENT RATES AND SCHEDULE**

BUDGETARY COST PROPOSAL

BASIC PROCESSING-MANUAL CITATIONS.....\$8.00 per citation

Monthly Minimum for Basic Processing Service Fees\$200.00

If the monthly basic processing service fees are less than \$200, a fee will be added to bring the monthly basic processing service fees to \$200.

ONE-TIME STARTUP COST FOR PROCESSING..... Waived

Includes: citation evaluation, database creation, loading officer names/badge numbers into database, loading violation codes into database, loading customized delinquent notice verbiage into database, Client training regarding TDS' processes.

This service includes all the following:

DATA ENTRY (MANUAL)

- Online entry of manual citations
- Online entry of violator name and address
- Online update of payment/disposition information

PAYMENT PROCESSING

- Payment processing for all payments received by mail

ONLINE MONTHLY REPORTING

- Detail and Summary reporting is provided each month

BANK DEPOSITS

- Contractor will scan checks and deposit parking funds (remote deposits) into City's bank account. This method is safe, secure and efficient. Checks never leave Contractor facility. Reconciliation of deposits is included.

COURIER SERVICE

- Daily pick up of mail at a P O Box established by TDS. All other correspondence will be mailed or emailed to and from TDS.

ONLINE INQUIRY ACCESS FOR THE PUBLIC

- Internet access 24/7 that allows the public to view the status of their outstanding citations.
- Information on; payment options, contesting, administrative citation process.
- All notification dates, delinquent dates, late fees, violation descriptions and total amount due for each citation.

**2. NOTICE PROCESSING SERVICES.....\$0.93 per notice mailed
Includes First Class Postage**

- Forms, printing, and First-Class mailing of notices
- Customized verbiage for payment and contesting instructions

3. CUSTOMER SERVICE.....Provided by City/Agency

- A City/Agency phone number will be included on all notices and letters mailed as a part of this program.

4. ONLINE+ ACCESS TO ADMIN CITATION DATABASE.....Included

- Secure Internet based access to your database.
- Customer provides all necessary hardware (PC with Internet access).
- TDS will provide customers' IT personnel with assistance as needed for initial setup and configuration, required software and ongoing support.

5. INTERNET CREDIT CARD PROCESSING.....No charge to City

- \$4 Fee (minimum) or 4% of amount paid, whichever is greater, to be paid by Violator
- Customized notices with the Visa/MasterCard/Discover logo.
- Violator ability to pay via credit card 24 hours per day, 7 days a week.
- Immediate approval and updating of payment information to the client's database.

6. INNOVATIVE COLLECTION SERVICES.....25% of amount collected

- Any notices mailed as a part of this service (ICS) are at no cost to the Agency.
- The agency may add additional cost recovery fees to offset this amount.

7. FRANCHISE TAX BOARD COLLECTION SERVICES.....25% of amount collected

- Any notices mailed as a part of this service (FTB) are at no cost to the City.

**8. TDS BANK MANAGEMENT\$100 per month
plus bank fees/charges**

- This service required if scan check depositing directly into Agency's bank is not provided by Agency.
- Process deposits into an established joint account setup by TDS for Agency.
- Handle any NSF checks and process Refund checks. \$3.50 fee per refund check, chargeback and NSF.
- Pay TDS for services rendered and pay Agency monthly with the balance of the funds.
- Reconcile the account monthly and provide reporting.
- A minimum \$500 reserve fund is maintained monthly. Amount subject to change based on account activity. City may be invoiced to replenish account to meet the minimum balance.

9. COST INCREASES

Postal Rate Increase Offset: If postal rates increase during the term of this agreement, any per notice fee paid to TDS shall be raised immediately to offset the effect of the postal rate increase.

All quoted prices are valid 60 days from the date submitted



REPORT TO CITY COUNCIL

DATE: AUGUST 13, 2025
TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL
FROM: NATHAN HAMBURGER, CITY MANAGER
BY: RAMIRO ADEVA, ASSISTANT CITY MANAGER
SUBJECT: DISCUSSION OF OPTIONS FOR SOLID WASTE HAULER CONTRACT

On January 1, 2017, the City of Agoura Hills entered into an Integrated Exclusive Residential Waste Management Services Franchise Agreement with GI Industries (now operating as Waste Management, WM). This exclusive franchise agreement provides solid waste, recyclable, and green waste collection services to residential and multi-family customers within the City.

With the contract expiration approaching, City staff is seeking City Council discussion and feedback regarding next steps for providing residential and multi-family solid waste services. The two primary options are:

1. Negotiate and renew/extend the contract with the existing hauler (WM).
2. Do not extend/renew and prepare a Request for Proposals (RFP) for competitive bidding.

This discussion will guide staff on initiating the process and timeline to ensure uninterrupted services and compliance with state mandates (e.g., SB 1383, CalRecycle requirements).

Key features of the current agreement include:

- **Exclusive service provider** for residential and multi-family accounts.
- **Standard services:** Trash, recycling, and organics (green waste/landscape materials and food waste) collection.
- **Additional programs:** Bulky item pick-ups, curbside household hazardous waste collection, holiday tree collection, and city facility and community event services at no cost.
- **City benefits:** Four annual roll-off bins, disaster response services, coordinated schedules with street sweeping, and program outreach (newsletters, school programs, Chamber events).
- **Rate increases annually:**
 - Annual increases tied to CPI (capped at 3%), and
 - Operational cost factors (fuel, insurance, equipment, landfill and processing fees, etc.).
- **City fees collected:**
 - Administrative Fee: 10% of gross receipts, and

- Program Fee: \$0.50/account/month.
- **Contract Term**
 - Initial contract term: January 1, 2017 – June 30, 2023 (6.5 years).
 - One optional extension (4 years) was exercised by the City.
 - Current contract expiration: June 30, 2027.

The following are more specific details related to each option for consideration.

Option 1: Negotiate/Extend New Agreement with current solid waste hauler, WM

Re-opening discussions with WM would allow the City to update contract provisions, address current state mandates, and negotiate rates and services. This approach offers a more streamlined process, typically requiring approximately six months compared to the longer RFP timeline, and provides continuity of service with a provider already familiar with Agoura Hills routes and community needs.

There is always the possibility that negotiations with WM would be unsuccessful. If that were to happen, the City would need to allow sufficient time to issue an RFP (approximately twelve months) and transition to a new provider. With Option 1, staff would initiate discussions immediately with the goal of agreeing to terms sometime within the first quarter of 2026. That would leave sufficient time to pivot to an RFP bidding process if negotiations are unsuccessful. It is important to note that staff is not recommending any changes to the current solid waste hauler contract before its expiration on June 30, 2027. Should the City Council direct staff to pursue Option 1, discussions would focus on the terms to take effect following the contract’s expiration, in a new contract for additional years.

To provide more context, staff thought it would be helpful to provide the following to assist with the City Council's consideration of Option 1:

- **Current service quality and customer satisfaction with WM:** Staff and the City's solid waste consultant, Solid Waste Solutions (SWS), receive minimal to no complaints. The City has never encountered an insurmountable issue that WM was unwilling to collaborate with to resolve, and they have proven to be reliable service providers.
- **City compliance with state solid waste diversion mandates:** The City effectively meets its diversion requirements for the solid waste diversion targets established by CalRecycle.
- **Administrative resources required for negotiation vs. RFP process:** Negotiations with WM would be an approximately 6-month process compared to an approximately 12-month process for an RFP.
- **Rate competitiveness:** The table below provides a comparison of Agoura Hills with some nearby cities also serviced by WM. As shown, the rates for Agoura Hills are competitive and, in most cases, favorable to Agoura Hills.

| City | Hauler | 64 gal | 96 gal | 1/3/1 Multi Family |
|------------------|--------|---------|---------|--------------------|
| Agoura Hills | WM | \$29.35 | \$36.63 | \$174.19 |
| Calabasas | WM | \$37.58 | \$45.25 | \$255.99 |
| Westlake Village | WM | \$30.37 | \$33.48 | \$238.38 |
| Moorpark | WM | \$33.58 | \$36.76 | \$203.76 |

| | | | | |
|-------------|----|---------|---------|----------|
| Simi Valley | WM | \$28.29 | \$31.29 | \$167.38 |
|-------------|----|---------|---------|----------|

Note 1: The "Most Favored City" clause only pertains to the cities of Calabasas, Hidden Hills, and Westlake Village for comparable services.

Note 2: "1/3/1" is defined as one 3-cubic-yard bin serviced once per week.

Option 2: Issue Request for Proposals (RFP)

Conducting a competitive bid process for residential and multi-family waste services, which typically requires twelve months, would demonstrate due diligence and transparency to the public. This approach could result in more competitive pricing and potential service enhancements; however, it is more time-intensive for staff and Council and may involve significant transition challenges, including container exchanges, new routing schedules, billing setup, and public outreach. Careful coordination would be required to avoid service disruptions during the transition.

FISCAL IMPACT

There is no fiscal impact to the adopted FY 2025-26 budget associated with City Council discussion at this time. Any financial implications related to the negotiation or competitive bidding processes will be analyzed and presented to the City Council at a later date for consideration once a preferred option is identified and developed.

RECOMMENDATION

Staff respectfully recommends that the City Council discuss and provide feedback on whether to pursue Option 1 or Option 2.



REPORT TO CITY COUNCIL

DATE: AUGUST 13, 2025

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: NATHAN HAMBURGER, CITY MANAGER
MARY HADDAD, COMMUNICATIONS MANAGER

BY: AMY BRINK, DIRECTOR OF COMMUNITY SERVICES
RAMIRO ADEVA, ASSISTANT CITY MANAGER

SUBJECT: DISCUSSION REGARDING ECONOMIC DEVELOPMENT UPDATE

Over the past year, the City of Agoura Hills has significantly expanded its Economic Development efforts in response to concerns about retail vacancies, business retention, and regional competition. What began in mid-2023 as a focused response to increasing vacancies has evolved into a coordinated, multi-pronged strategy to strengthen the local economy, support businesses, and enhance the City's role as a business-friendly community.

In mid-2023, the City engaged Kosmont Companies, a nationally recognized economic advisory firm, to assess Agoura Hills' retail market and identify both challenges and opportunities. The Retail Market Assessment, presented to the City Council in September 2024 outlined several key takeaways:

- Strong demographics (high incomes, high educational attainment) create retail demand.
- Regional competition and retail vacancies present both challenges and redevelopment opportunities.
- Modern consumer expectations are shifting toward experiential retail.
- Strategic land use and zoning adjustments could help unlock private investment.

The report included an Economic Development Toolkit with strategies in nine areas such as business attraction, land use, public-private partnerships, and marketing. The City Council during that meeting asked staff to engage with the business community and identify ways in which we can start and improve our business efforts in the City.

In direct response to City Council direction, the City formed a dedicated Economic Development Team in late 2024 to lead outreach, build relationships, and improve internal processes. Since its formation, the team has:

- Hosted business networking events (e.g., December 2024 event with an estimated 45 participants).
- Launched a Business Newsletter, social media Business Highlight program, and a new Economic Development webpage.
- Conducted outreach to property owners, commercial real estate professionals, and prospective businesses.
- Formed partnerships, including the successful launch of the Ladyface Marketplace at Whizin Market Square.
- Visited other cities (e.g., Moorpark, Oxnard) to study best practices.

- Launched a communitywide survey to understand resident and business needs.

Key Themes Identified Through Outreach:

- Permitting and zoning challenges were cited as barriers by both business owners and real estate professionals.
- Businesses expressed interest in having a City liaison or "concierge" to assist them.
- There is strong demand for more restaurants, entertainment, and family-friendly amenities.
- Interest in education and resource workshops (e.g., marketing, legal, grant support) was high.
- 86% of survey respondents said they often leave Agoura Hills to dine or shop elsewhere—most commonly in Calabasas, Thousand Oaks, and Westlake Village.

Throughout the process of expanding our Economic Development efforts, staff has kept the Land Use / Economic Development Subcommittee (Subcommittee) updated on all of our efforts. Most recently, staff presented a report on June 10, 2025, regarding our Communitywide Survey. The Subcommittee requested that the Economic Development Team return with a table that identifies process barriers that hinder business attraction and retention, potential solutions, and examples on how other Cities have implemented such changes. The table goes as follows:

| Internal Barrier | Issue | Potential Solutions | Other Cities |
|--------------------------------------|---|---|---|
| Outdated Use Table | New or experiential businesses not listed in the commercial use table are currently prohibited unless approved by Planning Commission, which is time-consuming and uncertain. | <ol style="list-style-type: none"> 1. Amend AHMC §9312.1 to allow the Community Development Director to administratively approve unlisted but similar uses. 2. Create a new category: "Retail – Experiential" for permitted uses in select commercial zones. 3. Consider a comprehensive update to the commercial use table. | <p>Calabasas uses Director-level discretion for similar uses.</p> <p>Westlake Village offers broad use categories in lieu of a rigid use table.</p> |
| Parking Requirements for New Tenants | Parking demands for new tenants often exceed what's available in older shopping centers, blocking tenant approvals without Planning Commission review. | <ol style="list-style-type: none"> 1. Treat experiential retail uses the same as general retail for parking calculations. 2. Allow administrative approval of parking reductions via parking studies. 3. Offer incentives for smart parking systems, rideshare, AH GO use, and shade tree installation in exchange for reduced parking minimums. | <p>Thousand Oaks and Calabasas evaluate parking case-by-case but are also exploring flexibility through modern strategies.</p> |

| | | | |
|--|---|--|---|
| CUP Requirement for Restaurants Serving Alcohol (Type 41/47) | New restaurants serving alcohol must go through a CUP process, even if the alcohol license type is standard and tied to food service. | <ol style="list-style-type: none"> 1. Allow administrative approval of Type 41/47 licenses (beer/wine and full-service with food) and PCN findings. 2. Establish standard hours of operation for these administrative approvals, with flexibility via CUP if needed. | Many cities streamline approvals for common license types (41/47) to encourage restaurant growth while still maintaining oversight. |
|--|---|--|---|

At the June 25, 2025, Land Use / Economic Development meeting, staff presented this chart. The Subcommittee approved taking this chart to the entire City Council for discussion. Following tonight's discussion, City staff will work on implementing these changes as requested.

As part of the City's Fiscal Year 2025-26 and 2026-27 Budget process, the City Council identified Economic Development as a priority area. This specifically translates to the goal of City staff taking the time to explore an Agoura Hills Downtown Concept Plan. Following approval of the Biennial Budget, \$50,000 has been allocated for this process. Staff has identified a tentative timeline for this project for the City Council's review. That tentative timeline is attached to this report.

FISCAL IMPACT

There is no fiscal impact to this update.

RECOMMENDATION

The Land Use / Economic Development Subcommittee recommends that the City Council review and approve proposed potential solutions highlighted in the chart and provide any additional direction for staff related to Economic Development efforts.

Attachments

[AH Downtown GANTT CHART \(6\).\(1\).pdf](#)

AGOORA HILLS DOWNTOWN

Concept Plan schedule

| | | START | END | NOTES |
|-------------|--|---------|---------|---|
| Task | Initiation (FY 2025-26) | 7/21/25 | 6/30/25 | |
| 1 | Meet with Property Owners | 7/21/25 | 9/11/25 | It will be important to be having these conversations with property owners while we prepare/solicit the Concept Plan RFP since the plans will be to develop their property. |
| 2 | Prepare RFP for Concept Plan | 7/21/25 | 8/1/25 | |
| 3 | Solicit RFP (Consultant for Concept Layout) | 8/5/25 | 8/26/25 | Shortened to 3-weeks. |
| 4 | Proposal review and consultant selection process | 8/27/25 | 9/4/25 | |
| 5 | Award contract for Consultant Services to prepare Concept Plan | 9/10/25 | 9/10/25 | This Council meeting is possible IF no oral interviews are needed to select a consultant. If oral interviews are needed, the contract award would happen at the September 24, 2025 mtg. |
| 6 | Oral interviews for consultant selection process. | 9/8/25 | 9/11/25 | If oral interviews needed. |
| 7 | Award contract for Consultant Services to prepare Concept Plan | 9/24/25 | 9/24/25 | If oral interviews needed. |

| | | | | |
|----|--|---------|---------|---|
| 8 | Contract work with consultant (prepare draft, outreach/engagement, feedback, final draft, subcommittee, Council) | 9/25/25 | 3/31/26 | If we determine no oral interviews are needed and we are able to award the contract on 9/10 instead of 9/24, everything on the schedule from this point down would shift up by two-weeks. |
| 9 | Prepare RFP for Feasibility analysis (economics, traffic, sustainability, emergency impact, etc) | 4/1/26 | 4/22/26 | Assumes City Council gives direction to move forward with feasibility analysis following Concept Plan work. |
| 10 | Solicit RFP for Feasibility Analysis | 4/23/26 | 5/14/26 | Shortened to 3-weeks. |
| 11 | Proposal review and consultant selection process | 5/15/26 | 5/29/26 | |
| 12 | Award contract for Consultant Services for Feasibility Analysis | 6/10/26 | 6/10/26 | Award the contract and get all the contract docs in place and be ready to start work July 1, 2026. |
| 13 | Prepare contract documents (agreement, insurance, etc) | 6/11/26 | 6/30/26 | |
| 14 | Begin Feasibility Analysis | 7/1/26 | | |

NOTES:

| | |
|---|--|
| 1 | Task 8 will include details of next steps along with available tools to consider (ie: development agreement, zone changes; as well as estimated costs for the Feasibility analysis phase which would need to be budgeted for in FY 2026-27. |
| 2 | Another challenging piece to this will be housing-related discussions. We'll need to involve HCD on how they'll conduct any review of our certified Housing Element if we approach them before the current cycle ends. One of the specific points of focus will be the review of the Housing Element and the # of units in the housing overlay on the Kanan properties, and how/what can actually be shifted to potential housing in the new downtown/activity area we're hoping to create near City Hall. We will also involve our City Attorney's office as we research whether this will be a "No Net Loss" scenario wherein any units created near City Hall can simply replace the same amount of units currently planned on the Kanan Properties, or will HCD look at this as a full amendment and/or reopening of the entire Housing Element for review. We'll also need to look at the relation to our General Plan and CEQA as we navigate options to potentially rezone properties as part of this process. These discussions will be occurring concurrently over this fiscal year alongside the schedule outlined above for the Concept Plan. |



REPORT TO CITY COUNCIL

DATE: AUGUST 13, 2025

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: NATHAN HAMBURGER, CITY MANAGER

BY: MARY HADDAD, COMMUNICATIONS MANAGER
RAMIRO ADEVA, ASSISTANT CITY MANAGER

SUBJECT: DISCUSSION TO CONSIDER APPROVING FUNDING OF \$25,000 TO LIBERTY CANYON LINKAGE PROPOSED PROJECT AND AUTHORIZE THE CITY MANAGER TO EXECUTE GRANT PRE-APPLICATION TO WILDLIFE CONSERVATION BOARD

The California Wildlife Conservation Board (WCB) is seeking applications to protect, restore, and enhance habitat, and provide access to nature throughout the state. The City of Agoura Hills has the opportunity to submit a pre-application to support the permanent protection of one of California's most critical remaining wildlife corridors consisting of 64 subdivided residential parcels totaling approximately 56.2 acres. This corridor represents the last major unprotected piece of open space connecting habitat in the Santa Monica Mountains to the Wallis Annenberg Wildlife Crossing at Liberty Canyon. The property has an assumed/appraised value, but the sellers are willing to discuss a negotiated price.

This project is directly aligned with the City's long-standing commitment to preserving open space, protecting ecological resources, and supporting regional wildlife connectivity. The proposed contribution represents a strategic investment in a once-in-a-generation conservation opportunity, while maintaining the majority of the Open Space Fund balance for future open space projects. Should Council wish to consider a different contribution amount, staff can adjust accordingly and assess other funding sources if appropriate. The current funding available to consider includes \$116,891 for Fiscal Year 2025-26.

The Land Use / Economic Development Subcommittee (LUEDC) has reviewed the pre-application at their July 28, 2025, meeting, and supporting documents are also attached to this report, so that staff would be able to submit the pre-application on time. The LUEDC recommended that we begin at a \$25,000 contribution amount and then discuss the final amount at the August 13, 2025, City Council meeting. The pre-application was submitted on Wednesday, July 30, 2025, with the notion that we are pending City Council approval of a set funding amount. This finalized amount will be communicated with the WCB as they continue to review the pre-application and provide next steps to the City.

If approved, the City Manager will proceed and continue to coordinate next steps. The City Council will be kept informed of key milestones, including confirmation of funding and any formal acquisition timelines.

FISCAL IMPACT

Staff recommends a \$25,000 contribution from the City's Open Space Fund, which currently includes:

- \$116,891 for Fiscal Year 2025-26

The designated funding amount decided by the City Council will impact Fund 013.

RECOMMENDATION

Staff recommends that the City Council approve a \$25,000 contribution from the City's Open Space Fund or discuss further to support the acquisition of the approximately 56.2-acre Liberty Canyon Linkage property by the Mountains Recreation and Conservation Authority (MRCA), and authorize the City Manager to continue with next steps on the pre-application process and report back on next steps as the acquisition progresses.

Attachments

[LibertyCanyonLinkage PreApp_WCB.pdf](#)

[Liberty_Canyon Linkage Project_PreApplicationAttachment](#)



**WCB Project Pre-Application:
(Up to 4 pages not including photographs or maps)**

Send completed pre-application to WCBpreapps@wildlife.ca.gov. To be accepted by our system, the pre-application must be a **MS Word document** with the phrase “PreApp” or “Pre-App” in the file name. Please include all maps and photos in the same **Word document**. If you need to attach maps or photos as separate files, make sure they are in a .pdf file format only.

Project

Project Name: Liberty Canyon Linkage

Brief Summary (one paragraph): The City of Agoura Hills seeks to protect the most critical remaining property in the State of California’s highest priority wildlife linkage. The City of Agoura Hills proposes to acquire the approximately 56.2-acre Liberty Canyon Linkage property from JR Agoura LLC and RPP Holdings LLC through a bargain sale, supported by an appraisal from Mike Teobaldi, MAI (DGS review pending). The property's appraised value is \$21,000,000, and the sellers are willing to entertain a discounted purchase price of \$13,000,000, significantly enhancing the public value of the acquisition. This strategic acquisition comprises 64 subdivided residential parcels, presenting a rare and time-sensitive opportunity to consolidate fragmented land that would otherwise be vulnerable to piecemeal development. Permanently protecting this property will complete a decades-long conservation vision and secure the final critical piece of habitat leading to the Wallis Annenberg Wildlife Crossing at Liberty Canyon—one of the most significant wildlife connectivity projects in the state. The project aligns with numerous regional and statewide conservation priorities, including Pathways to 30x30, the Santa Monica–Sierra Madre Connector Conceptual Area Protection Plan, the Santa Monica Mountains Comprehensive Plan, the South Coast Missing Linkages Strategy, the California State Wildlife Action Plan, and the Los Angeles County-designated Santa Monica Mountains Significant Ecological Area. Acquisition of the Liberty Canyon Linkage property represents a high-impact, multi-benefit investment in permanent land protection, climate resilience, wildlife connectivity, and long-term ecological integrity in the Santa Monica Mountains, all for a highly leveraged value to the public. In the future, the City of Agoura Hills plans to donate this land to the Mountains Recreation and Conservation Authority (MRCA) to preserve and manage the open space.

Total cost (round up to nearest \$1,000): \$13,000,000

Amount requested from WCB (round up to nearest \$1,000): \$8,000,000

Start date: 7/30/2025

End date: 12/31/2026

Project type (select one): Fee Title Acquisition

Primary Habitat Type (select one): Wildlife Corridor

Total Acres: 56.2

Location

Primary County: Los Angeles

Specific location (Assessor Parcel Number or address if available): 2061-027-009

Nearest City (distance and direction): Agoura Hills

Latitude (decimal degrees): 34.14130

Longitude (decimal degrees): -118.75039

Point represented by the Latitude and Longitude coordinates (e.g., center of project site): Click or tap here to enter text.

Is the Project in a Disadvantaged or Climate Vulnerable Community? Use both mapping tools:

[Severely Disadvantaged Community?](#) (select one): No

[75-100th percentile in CalEnviroScreen?](#) (select one): No

Applicant

Organization name: City of Agoura Hills

Organization type: Local Government

Primary applicant's contact name and title: Nathan Hamburger, City Manager

Phone: (818) 597-7308

E-mail address: nhamburger@agourahillscity.gov

Mailing address: 30001 Ladyface Court, Agoura Hills CA, 91301

Landowner

Landowner name: JR Agoura LLC and RPP Holdings LLC

Landowner type: Private

Project Overview

Describe the proposed project. Quantify the project's goals and expected outcomes/benefits. Identify the major tasks involved in the project. Describe why the project needed. Attach a map of the project location (and photos if helpful), and briefly describe the project location. Be specific about the portion of the project that would be funded by this request.

The project proposes for the City of Agoura Hills to purchase the approximately 56.2-acre Liberty Canyon Linkage Property and donate it to the MRCA to add it to 90,000+ acres of

expertly managed conservations lands in Southern California. By purchasing 64 residential lots from a single owner, this project has the ability to prevent almost certain fragmentation of a landscape prioritized for wildlife movement. The property is adjacent to a series of critical conservation investments including the Wallis Annenberg Wildlife Crossing at Liberty Canyon, and countless conservation purchases such as Triangle Ranch and Cornerstone Ranch (the State of California's investment in habitat connectivity at Cornerstone Ranch would be greatly diminished if the subject were developed). In short, the property is both critical for biodiversity conservation and habitat connectivity as well as public access.

The acquisition project's goals, outcomes and benefits align with the following WCB Strategic Plan goals, objectives, and targets:

B1.1 and B1.2 – The project is an acquisition of 56.2-acres in fee title that builds on one of the most important wildlife linkages in California. Investing hundreds of millions of dollars over decades, the conservation community's vision for an interconnected Santa Monica Mountains National Recreation Area culminated in the groundbreaking of the Wallis Annenberg Wildlife Crossing at Liberty Canyon on Earth Day in 2022, and this acquisition fills a critical gap in protected habitat leading to the overcrossing. Nearly every transportation and wildlife agency, from Caltrans and the Department of Fish and Wildlife to the Santa Monica Mountains Conservancy and the National Wildlife Foundation, have deemed the location the highest of priorities for wildlife connectivity, reflective of the "highly collaborative inter-agency efforts to identify and conserve the highest-priority linkages in the South Coast Ecoregion," called for in the South Coast Missing Linkages Project.

B2.2 – B2.3 – The project is a priority acquisition in multiple state and regional biodiversity protection plans, including the State Wildlife Action Plan (Conservation Strategy 1), Pathways to 30x30 (Pathway 2) Santa Monica Mountains Conservancy Acquisition Work Program, South Coast Missing Linkages Project: Santa Monica to Sierra Madres Mountains Linkage Design, and is a portion of the Los Angeles County Santa Monica Mountains Significant Ecological Area. The property includes a mix of chaparral, coastal sage scrub, oak woodland, riparian sage scrub, and native and annual grassland, all of which support native pollinators. Adjacent properties support federally listed Agoura Hills dudleya and Lyon's pentachaeta, and other species of concern include crotch bumble bee, Ojai navarretia, and Santa Susanna tarplant. Mule deer, American badger, California quail, dozens of reptiles and of course mountain lions use the property as part of their core habitats and as linkage to other areas of their range.

A1.3 – In the future should funding be secured, the property will go into MRCA's 90,000+ acres of open space lands managed for passive recreation and wildlife habitat, and includes a critical segment of the proposed Simi to the Sea Trail. While the Wallis Annenberg Wildlife Crossing will be pivotal to connecting wildlife movement from the Santa Monica Mountains to the Simi Hills, and ultimately up to the San Gabriel and Sierra Madre Mountains, the Simi to the Sea Trail will provide a similar connection for non-motorized recreational users. Additionally, the property is in the Rim of the Valley Trail Corridor, a regional trail proposed by the National Park Service and Congressman Adam Schiff, but connects through the Agoura Hills Linear Park, a local park

proposed for development.

To conclude, the projects aims to protect sensitive habitat in of the most important wildlife linkages in California, and provides critical section of the Simi to the Sea Trail, a long desired public access amenity. While the project site itself is not in a disadvantaged community, the Santa Monica Mountains have been a refuge for millions of disadvantaged residents within an hour’s drive, and recent work with the Chumash group at the Wallis Annenberg Wildlife Crossing could yield some fruitful conversations about co-management for that historically marginalized community.

Environmental Review (CEQA)

The proposed project.... (select the appropriate answer):

- Is not a project under CEQA. Briefly specify why in the box below.
- Is exempt under CEQA. Provide the CEQA exemption number and specify how the project meets the terms of the exemption in the box below.
- Requires Neg Dec, MND, or EIR. Specify the lead CEQA agency (the agency preparing the document) and the (expected) completion date in the box below. Please note that WCB will need to review and approve any CEQA document.

The Project has been reviewed pursuant to the California Environmental Quality Act (CEQA) and has been determined to be Categorically Exempt per the CEQA Guidelines California Code of Regulations §15313 (Class 13 exemption). This exemption applies to the acquisition of lands for fish and wildlife conservation purposes, and this Project would involve the acquisition of 64 lots for the purpose of protecting a critical wildlife corridor, therefore qualifying the Project under a Class 13 exemption. No exception to this categorical exemption applies as set forth in §15300.2 of the CEQA Guidelines, including but not limited to, subsection (c) which relates to unusual circumstances that could have a significant effect on the environment.

Other Funding Sources

Please list all of the sources of cost share. Please indicate if other funding sources have been secured or are pending (applied for but not yet awarded).

| Source | Amount (\$) | Status - Secured / Applied for |
|---|--------------------|--------------------------------|
| SMMC Prop 4 | \$3M | Exploring |
| Private Philanthropy | \$2M | Exploring |
| Mountains Recreation and Conservation Authority | \$100k | Exploring |
| City of Agoura Hills | \$25K | Pending City Council Approval |
| TOTAL | \$5,125,000 | |

Liberty Canyon Linkage Project



View of the subject property looking south. The City of Agoura Hills is in the foreground, including Highway 101 and the Wallis Annenberg Wildlife Crossing. MRCA's Triangle Ranch is in the background, with more California State Parks, National Park and other conservation lands in the Santa Monica Mountains National Recreation Area stretching southward to the Pacific Ocean.

Liberty Canyon Linkage Project



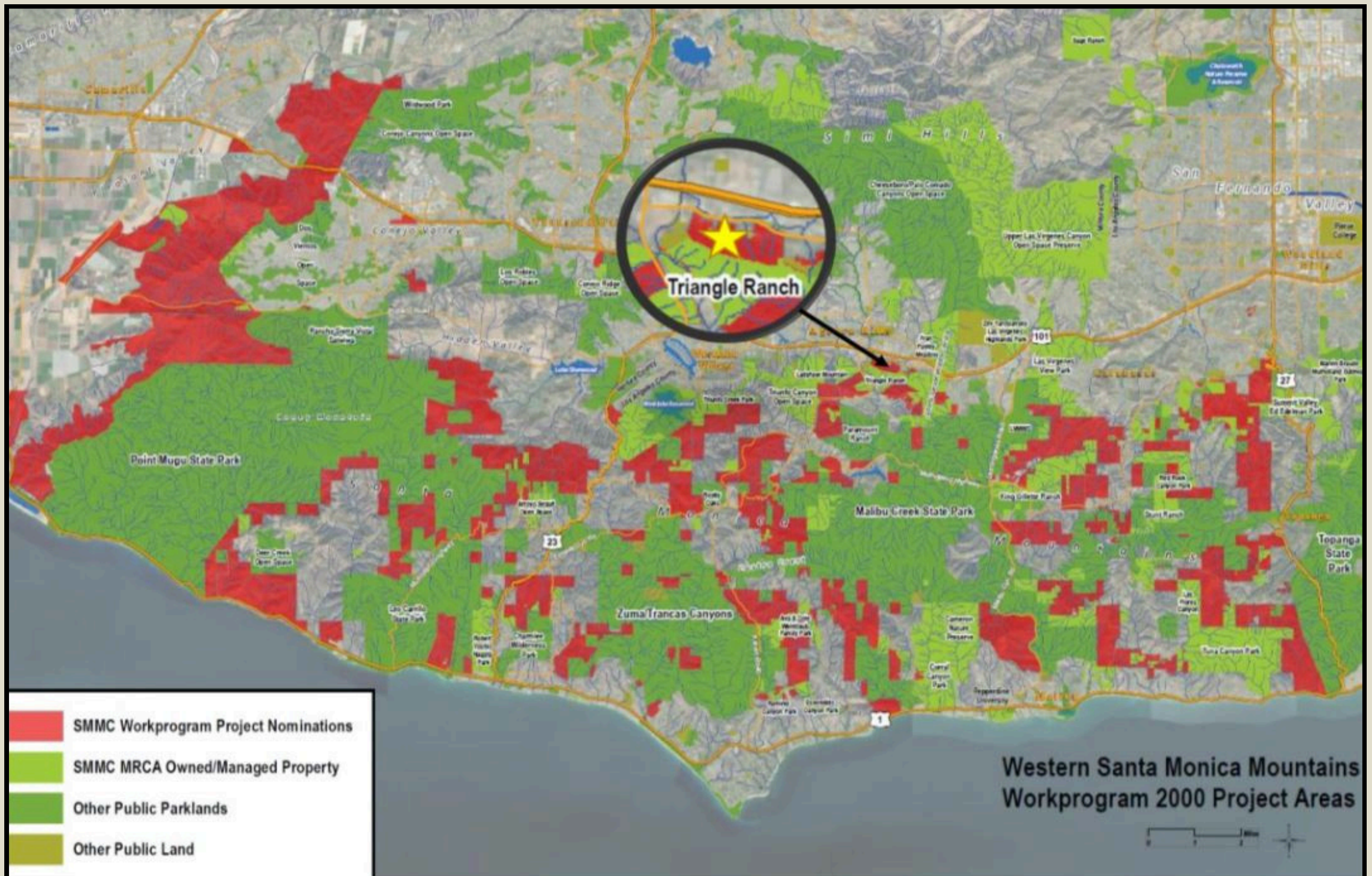
View of the subject property looking west. Ladyface Mountain is in the immediate background with MRCA's Triangle Ranch and Cornerstone Ranch in the foreground. The area is dominated by coastal sage scrub and chapparal, providing for safe passage along the east-west corridor of the Santa Monica Mountains towards the Wallis Annenberg Wildlife Crossing.

Liberty Canyon Linkage Project



An overhead rendering of the Wallis Annenberg Wildlife Crossing and blooms from the federally listed Lyon's pentachaeta. The subject property is to the west of the rendering and adjacent to one of the largest documented populations of the endangered flower, which is largely extirpated throughout its historical range. They are also likely present on the subject property but not confirmed.

Liberty Canyon Linkage Project



Western Santa Monica Mountains Work Program 2000 Project Areas.



REPORT TO CITY COUNCIL

DATE: AUGUST 13, 2025
TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL
FROM: NATHAN HAMBURGER, CITY MANAGER
BY: RAMIRO ADEVA, ASSISTANT CITY MANAGER
SUBJECT: APPROVE LETTER TO THE CALIFORNIA BOARD OF FORESTRY AND FIRE PROTECTION REGARDING THE PROPOSED ZONE 0 REGULATIONS

At the request of Mayor Penny Sylvester, staff is bringing forward a proposed letter to the California Board of Forestry and Fire Protection (CAL FIRE) regarding the draft Zone 0 regulations currently under consideration. The proposed letter conveys the City of Agoura Hills' position of support for wildfire prevention efforts while also encouraging a balanced, science-based, and regionally flexible approach to regulation.

The Zone 0 regulations, mandated by the Governor's Executive Order, would establish defensible space requirements within the first five feet of a structure. The letter emphasizes the City's desire for achievable and reasonable regulations that reflect the unique conditions of our community, while remaining aligned with the shared goal of reducing wildfire risk and saving lives.

The Governor's Executive Order requires these regulations to be in place by the end of 2025. Draft regulations have been released for public review, generating significant feedback from local governments, fire agencies, homeowners, and environmental organizations. Comments have raised concerns about the potential impacts on existing landscaping, protected species, biodiversity, and homeowner compliance, while acknowledging the need for enhanced fire prevention measures.

Given Agoura Hills' location in a Very High Fire Hazard Severity Zone (VHFHSZ) and its experience with significant wildfires such as the Woolsey and Kenneth Fires, the City has a vested interest in participating in this process. The proposed letter expresses appreciation for the Board's work while highlighting the importance of flexible, science-informed regulations tailored to regional conditions.

The draft letter (attached) outlines the City's supportive but cautious position. Key points include:

- Recognition of the importance of defensible space and the intent of Zone 0 regulations to protect lives and property.
- Encouragement for science - and research-based decision-making rather than blanket restrictions.
- Emphasis on balancing wildfire prevention with environmental considerations, such as biodiversity, habitat protection, and the role of certain plants in fire resilience.
- Concerns about a one-size-fits-all approach, given the diverse conditions across California communities.
- A call for achievable, realistic, and enforceable regulations that will gain public acceptance and promote compliance.

If approved, staff will send the letter to the California Board of Forestry and Fire Protection to be included in the public record. Staff will continue monitoring developments on the Zone 0 regulations and provide updates to the City Council as new information becomes available.

FISCAL IMPACT

There is no fiscal impact associated with submitting this letter.

RECOMMENDATION

Staff recommends that the City Council approve the attached letter to the California Board of Forestry and Fire Protection regarding the proposed Zone 0 regulations and authorize the Mayor to sign and send the letter on behalf of the City Council.

Attachments

[Zone 0 Regulations Letter \(Letterhead\).pdf](#)



“Gateway to the Santa Monica Mountains National Recreation Area”

August 13, 2025

Board of Forestry and Fire Protection
California Department of Forestry and Fire Protection (CAL FIRE)
P.O. Box 944246
Sacramento, CA 94244-2460

Re: Comments on Proposed Zone 0 Regulations

Dear Committee Members,

On behalf of the Agoura Hills City Council, I would like to express our appreciation for the tremendous work the California Board of Forestry and Fire Protection has undertaken in developing the proposed Zone 0 regulations. We recognize the urgency of addressing wildfire risks across our state and deeply value the Board’s leadership and commitment to protecting communities, property, and lives.

As a city located in one of California’s most fire-prone regions, profoundly impacted by fire events such as the Woolsey Fire and most recently the Kenneth Fire, we understand firsthand the critical importance of defensible space and proactive measures to reduce wildfire threats. We share the Board’s goal of safeguarding communities and support the intent behind Zone 0. However, after carefully reviewing the proposed regulations, as well as comments and letters submitted by other stakeholders, agencies, and individuals, we believe there is a need for balance and flexibility in the final approach.

While we support the core objective of creating safer zones around homes and structures, we respectfully urge the Board to consider the following points as it refines the regulations:

- **Avoid a One-Size-Fits-All Approach:** California’s diverse geography, vegetation, and climate conditions mean that what works in one region may not be feasible or even appropriate in another. A uniform ban on all landscaping within Zone 0 may not reflect this diversity or the varying levels of fire risk across the state.
- **Science- and Research-Based Decisions:** We encourage the Board to rely on robust scientific research to guide final regulations, including studies showing that not all

vegetation is equally flammable and that certain plants can enhance fire resilience and ecological health.

- **Environmental and Wildlife Considerations:** Vegetation removal, particularly of mature oak trees and other protected species, can negatively impact biodiversity and wildlife habitat. The environmental benefits of landscaping, including mitigating urban heat island effects and supporting local ecosystems, should be factored into regulatory decisions.
- **Achievability and Public Buy-In:** For Zone 0 regulations to succeed, they must be practical and realistic for homeowners to implement. A balanced approach will foster community support and help achieve broad compliance, critical for meaningful wildfire risk reduction.
- **Insurance and Community Impacts:** Landscaping can play a role in stabilizing property values and keeping insurance markets viable. Regulations should be crafted with awareness of these secondary impacts.

We deeply respect the expertise of the Board and the many fire science professionals engaged in this effort. Our comments are not meant to diminish the urgency of action but to highlight the importance of ensuring that any final regulations are flexible, regionally adaptive, and informed by sound science. We believe this balanced approach will ultimately lead to more sustainable and effective outcomes for wildfire prevention.

The City of Agoura Hills is hopeful that the final regulations will achieve the shared goal of protecting lives and property while recognizing the ecological and practical realities faced by communities like ours.

Thank you for your dedication to this vital issue and for considering our perspective as part of the public comment process.

Sincerely,

Penny Sylvester
Mayor, City of Agoura Hills