



**AGENDA
REGULAR MEETING
AGOURA HILLS CITY COUNCIL**

Civic Center - Council Chambers
30001 Ladyface Court, Agoura Hills, California 91301
**Wednesday, September 10, 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

Boy Scout Troop 127

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

Business of the Month - Presentation to Minou's Boutique
Proclamation - Celebration of California's 175 Years of Statehood
Proclamation - Recognizing September as National Preparedness Month

INTERGOVERNMENTAL, SPECIAL PURPOSE COMMITTEE, AND DEPARTMENTAL REPORTS

Introduction of New Lost Hills Sheriff Station Captain Dustin Carr
Clean Power Alliance (CPA) Update

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 Minutes of the Regular City Council Meeting of August 13, 2025

RECOMMENDATION: Approve the Minutes, as presented.

2. Approve Demand Warrant Register No. 939

RECOMMENDATION: Approve Demand Warrant Register No. 939.

3. Approve Award of Agreement for Contractor Services, with Base Hill, Inc., for Custodial Services Related to the Agoura Hills Recreation and Event Center

RECOMMENDATION: 1. Approve the Agreement for Contractor Services with Base Hill, Inc., and, 2. Authorize the Mayor to sign the agreement on behalf of the City Council.

4. Approve a Two-Year Agreement for Contractor Services, with Dudek, for Oak Tree Consulting Services

RECOMMENDATION: Approve a two-year Agreement for Contractor Services with Dudek for Oak Tree Consulting Services, on a time-and-materials basis for a not-to-exceed fee of \$85,000 per fiscal year.

5. Approve a Three-Year Agreement for Contractor Services, with PermiTech Solutions Corporation, for Wireless Telecommunications Services

RECOMMENDATION: Approve a three-year Agreement for Contractor Services, with PermiTech Corporation, on a time-and-materials basis for a not-to-exceed fee of \$25,000 per year.

CITY COUNCIL, STAFF COMMENTS

ADJOURNMENT

The Regular City Council Meeting of September 24, 2025, has been canceled. On August 25, 2025, the City Council approved the cancellation of the October 8, 2025, meeting and scheduled an adjourned regular meeting. **The Adjourned Regular City Council Meeting will be held at 6:00 p.m., on Tuesday, October 7, 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, September 10, 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: September 4, 2025



REPORT TO CITY COUNCIL

DATE: SEPTEMBER 10, 2025
TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL
FROM: NATHAN HAMBURGER, CITY MANAGER
BY: KIMBERLY RODRIGUES, CITY CLERK
SUBJECT: APPROVE MINUTES OF THE REGULAR CITY COUNCIL MEETING OF AUGUST 13, 2025

RECOMMENDATION

Approve the Minutes, as presented.

Attachments

[Minutes CC 081325.pdf](#)

MINUTES
REGULAR MEETING
AGOURA HILLS CITY COUNCIL
Civic Center – Council Chambers
30001 Ladyface Court, Agoura Hills, California 91301
Wednesday, August 13, 2025
6:00 p.m.

The City Council meeting was called to order at 6:00 p.m. by Mayor Sylvester.

Mayor Sylvester announced the Land Acknowledgement.

The Pledge of Allegiance was led by Assistant City Manager Adeva.

Present were: Mayor Penny Sylvester, Mayor Pro Tem Jeremy Wolf, Councilmember Kate Anderson, Councilmember Chris Anstead, and Councilmember Deborah Klein Lopez.

Also Present were: City Manager Nathan Hamburger, City Attorney Candice K. Lee, Assistant City Manager Ramiro Adeva, Deputy City Manager Louis Celaya, Communication Manager Mary Haddad, Executive Assistant Michele Hubbs, Administrative Analyst John Treichler, WM Consultant Kim Nilsson, Community Development Director Denice Thomas, Principal Planner Robby Nesovic, Associate Planner Eric Wang, Director of Public Works/City Engineer Charmaine Yambao, Engineering Aide Joshua Keck, Director of Finance Diego Ibañez, Director of Community Services Amy Brink, Recreation Manager Nick Newkirk, Recreation Manager Xochitl Ruwhiu, Recreation Supervisor Kim Hollands, and City Clerk Kimberly M. Rodrigues.

REPORT OF CLOSED SESSION

City Attorney Lee reported on the Closed Session item pursuant to Government Code Section 54956.9 (Paragraph (1) of Subdivision (d)). Direction was given to staff; no reportable action was taken.

APPROVAL OF AGENDA

ACTION: Councilmember Anstead moved to approve the Agenda, as presented. Councilmember Klein Lopez seconded. The motion carried 5-0, by the following roll call vote:

AYES: Mayor Sylvester, Mayor Pro Tem Wolf, and Councilmembers Anderson, Anstead, and Klein Lopez.

NOES: None.

ABSTAIN: None.

ABSENT: None.

PRESENTATIONS

There were no presentations.

INTERGOVERNMENTAL, SPECIAL PURPOSE COMMITTEE, & DEPARTMENTAL REPORTS

Recreation Manager Nick Newkirk provided an update on (the 21st annual) Reyes Adobe Days (RAD) and announced the event would be held October 3-5, 2025, at Reyes Adobe Park and the Grand Marshals will be Phil Reeves and (canine) Deputy Darcy, thanked the RAD Executive Committee and event sponsors, including the title sponsor Sekhon Dental, and highlighted the wide range of activities and food trucks planned for the event.

RAD Chair Randee Paller also spoke, unveiling the RAD theme, "Western Ways at the Adobe", and announced several upcoming events, including the RAD Fiesta, Night at the Adobe, RAD Parade, Saturday and Sunday's RAD "Day in the Park," as well as the RAD Run and RAD Ride, and encouraged the community to participate in the Cultural Art Council's origami butterfly art project, which will be displayed throughout the City, thanked all the volunteers, and warmly invited the community to attend the festivities.

Stephanie Molen, Government Relations Manager, representing Southern California Edison (SCE), introduced herself to the City Council.

Councilmember Klein Lopez provided a Clean Power Alliance (CPA) Update.

PUBLIC COMMENTS

The following person spoke:

Mark Hyman, Agoura Hills

CONSENT CALENDAR

There were no public comments.

Councilmember Anstead requested Item No. 4 be pulled for discussion.

ACTION: Councilmember Anderson moved to approve Consent Calendar Item Nos. 1-3 and 5-9, as presented. Councilmember Klein Lopez seconded. The motion carried 5-0, by the following roll call vote:

AYES: Mayor Sylvester, Mayor Pro Tem Wolf, and Councilmembers Anderson, Anstead, and Klein Lopez.

NOES: None.

ABSTAIN: None.

ABSENT: None.

1. Approve Demand Warrant Register No. 937
2. Rejection of Claim for Damages – Linda Spiegel
3. Approve Award of Agreement for Contractor Services, with Compass Rose GIS, LLC, for Consultant and On- Call GIS Services
4. **Item pulled for discussion.**
5. Approve Co-Term Agreement, with Flock Group Inc., for 26 License Plate Reader Cameras
6. Approve Third Amendment to Agreement for Contractor Services, with West Coast Arborists, Inc., Related to Tree Trimming 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
8. 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

CONSENT CALENDAR ITEM PULLED FOR DISCUSSION

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

Following a discussion regarding a potential conflict of interest for Councilmember Klein Lopez in voting on Item No. 4 due to her role as a CPA Board Member, City Attorney Lee clarified that there was no conflict as Councilmember Klein Lopez serves on the CPA in an appointed capacity representing the City.

ACTION: Councilmember Klein Lopez moved to approve Consent Calendar Item No. 4, as presented. Mayor Pro Tem Wolf seconded. The motion carried 5-0, by the following roll call vote:

AYES: Mayor Sylvester, Mayor Pro Tem Wolf, and Councilmembers Anderson, Anstead, and Klein Lopez.

NOES: None.

ABSTAIN: None.

ABSENT: None.

DISCUSSION / ACTION

10. Discussion of Options for Solid Waste Hauler Contract

Following presentation of the staff report, and a question-and-answer period of staff, Mayor Sylvester opened the floor for public comments.

Following distribution of the Agenda Packet, and prior to the City Council Meeting, written correspondence was received from the following person(s), forwarded to the City Council, and made available for public review.

Denis Weber, Agoura Hills

The following person(s) spoke:

Justin Honsinger, Simi Valley, representing WM
Steve Lee, Newbury Park, WM District Manager
Bill Tucker, representing Whizin Market Square

Following deliberations, Mayor Sylvester called for a motion and second to approve the staff recommendation to pursue Option 1, to negotiate/extend a new agreement with the current solid waste hauler, WM.

ACTION: Councilmember Anstead moved to approve the staff recommendation. Councilmember Anderson seconded. The motion carried 5-0, by the following roll call vote:

AYES: Mayor Sylvester, Mayor Pro Tem Wolf, and
Councilmembers Anderson, Anstead, and Klein Lopez.

NOES: None.

ABSTAIN: None.

ABSENT: None.

11. Discussion Regarding Economic Development/Update

Following presentation of the staff report, and a question-and-answer period of staff, Mayor Sylvester opened the floor for public comments.

The following person(s) spoke:

Danielle Borja, representing the Greater Conejo Valley Chamber of
Commerce
Bill Tucker, representing Whizin Market Square

Following deliberations, Mayor Sylvester called for a motion and second to approve the staff recommendation to *“discuss a short timeline for turnaround and an appeals process.”*

ACTION: Mayor Pro Tem Wolf moved to approve the staff recommendation. Councilmember Klein Lopez seconded. The motion carried 5-0, by the following roll call vote:

AYES: Mayor Sylvester, Mayor Pro Tem Wolf, and Councilmembers Anderson, Anstead, and Klein Lopez.

NOES: None.

ABSTAIN: None.

ABSENT: None.

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

Following presentation of the staff report, and a question-and-answer period of staff, Mayor Sylvester opened the floor for public comments.

There were no public comments.

Following deliberations, Mayor Sylvester called for a motion and second to approve the staff recommendation to approve a \$25,000 contribution from the City's Open Space Fund 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.

ACTION: Mayor Pro Tem Wolf moved to approve the staff recommendation. Councilmember Klein Lopez seconded. The motion carried 5-0, by the following roll call vote:

AYES: Mayor Sylvester, Mayor Pro Tem Wolf, and Councilmembers Anderson, Anstead, and Klein Lopez.

NOES: None.

ABSTAIN: None.

ABSENT: None.

13. Discussion to Consider Approving a Letter to the California Board of Forestry and Fire Protection Regarding the Proposed Zone Zero Regulations

Following presentation of the staff report, and a question-and-answer period of staff, Mayor Sylvester opened the floor for public comments.

Following distribution of the Agenda Packet, and prior to the City Council Meeting, written correspondence was received from the following person(s), forwarded to the City Council, and made available for public review.

Jay Crutcher

The following person spoke:

Jay Crutcher

Following deliberations, Mayor Sylvester called for a motion and second to approve the staff recommendation to “*approve sending the letter*” (to the California Board of Forestry and Fire Protection Regarding the Proposed Zone 0 Regulations).

ACTION: Councilmember Anstead moved to approve the staff recommendation. Councilmember Klein Lopez seconded. The motion carried 5-0, by the following roll call vote:

AYES: Mayor Sylvester, Mayor Pro Tem Wolf, and Councilmembers Anderson, Anstead, and Klein Lopez.

NOES: None.

ABSTAIN: None.

ABSENT: None.

CITY COUNCIL, STAFF COMMENTS

Director of Community Services Brink announced the Brandon Ragan Project band would perform at the last of the Concert in the Park series at Chumash Park, shared The Foundation would be hosting a carnival on Labor Day weekend at Whizin Market Square, and encouraged the community to sign up for the Creek Cleanup that would be held on September 13, 2025.

Mayor Sylvester announced the meeting would be adjourned in memory of Wallis Annenberg and introduced a short video from Beth Pratt, Director of the National Wildlife Federation, honoring Wallis Annenberg’s pivotal role in making the wildlife crossing a reality. Director of Community Services Brink then shared heartfelt memories of “Walli,” one of her uncle’s best friends, describing her as “*a philanthropist, humanitarian, huge art supporter, sports fanatic, animal lover, environmentalist*” who loved “*a good party, family gatherings, and homemade food*” and reflected on Walli’s deep “*passion for community, people, and connection,*” noting she would be profoundly missed.

ADJOURNMENT

At 9:08 p.m., Mayor Sylvester announced the next Regular City Council Meeting would be held at 6:00 p.m., on Wednesday, August 27, 2025, in the Council Chambers of the Civic Center and adjourned the meeting in memory of “Walli.”



REPORT TO CITY COUNCIL

DATE: SEPTEMBER 10, 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. 939

Demand Warrant No. 939 is hereby submitted for your approval.

FISCAL IMPACT

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. 939.

Attachments

[Demand Warrant Register 939.pdf](#)

September 10, 2025

DEMAND WARRANT REGISTER NO. NINE HUNDRED THIRTY-NINE

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. 939 is a full, true, and correct statement.



Nathan Hamburger, City Manager

Date	Check	Vendor	Description	Amount
8/21/2025	118407	Conejo Valley Tourism Improvement District	CV Tourism Fee 2nd Qtr 2025	159,080.76
8/21/2025	118408	County of Los Angeles Department of Public Works	W0353010 June 2025	16,813.52
8/21/2025	118409	Danish Environment Janitorial Services	Event Center Services May 2025	2,873.00
8/21/2025	118410	Department Of Justice	Fingerprinting May 2025	571.00
8/21/2025	118411	Kimley Horn & Assoc.	On Call Services June 2025	39,122.93
8/21/2025	118412	317Studio	Movies in the Park	275.00
8/21/2025	118413	Perks Works Inc.	Farmers Market Performance	400.00
8/21/2025	118414	Acorn	Movies in the Park	840.00
8/21/2025	118415	Agoura Hills Fire Safe Council	Wildfire Prevention	5,876.50
8/21/2025	118416	AT&T	Internet August 2025	32.10
8/21/2025	118417	Wildfire Defense Mesh	Wildfire Prevention	5,777.69
8/21/2025	118418	Cal State Site Services	Portable Restrooms	587.17
8/21/2025	118419	Calabasas Printing	Fall Senior Newsletter	775.66
8/21/2025	118420	City of Los Angeles Treasurer	Cost Sharing - SMBBB TMDL	5,992.39
8/21/2025	118421	Cochrane & Company	Liability Policy 9/01/25 - 9/01/26	4,831.19
8/21/2025	118422	Conejo Valley Rain Gutters, Inc	Rec Center Gutter Clean Out	2,000.00
8/21/2025	118423	Create Studio	Instructor Payment	2,150.40
8/21/2025	118424	Danish Environment Janitorial Services	Event Center Services July 2025	2,028.00
8/21/2025	118425	Durham School Service	Beach Bus	8,060.42
8/21/2025	118426	Estela Mendoza	Security Deposit Refund	1,000.00
8/21/2025	118427	Evelia Cardona	Security Deposit Refund	1,000.00
8/21/2025	118428	GSG Protective Services	Event Security 8/04/25 - 8/10/25	1,980.00
8/21/2025	118429	Kathleen Shubin	Refund Security Deposit	1,000.00
8/21/2025	118430	Las Virgenes Municipal Water	Water 6/19/25 - 7/21/25	25,706.55
8/21/2025	118431	**Void**	Water 6/19/25 - 7/21/25	-
8/21/2025	118432	**Void**	Water 6/19/25 - 7/21/25	-
8/21/2025	118433	Los Angeles County Fire Dept.	RAD Permits	390.00
8/21/2025	118434	Oaks Christian School	Concert Band Performance	1,294.00
8/21/2025	118435	Outdoor Movies Inc	Movies in the Park	1,815.00
8/21/2025	118436	Pitney Bowes	Equipment Rental 7/01/25 - 9/30/25	168.86
8/21/2025	118437	Prudential Overall Supplies	Rec Center Mats	152.49
8/21/2025	118438	Momentum Academies	Instructor Payment	735.00
8/21/2025	118439	Super Soccer Stars (CA)	Instructor Payment	1,545.60
8/21/2025	118440	Sierra Display	Banner Supplies	800.74
8/21/2025	118441	Smith Pipe & Supply Inc.	Supplies Agoura Rd	404.84
8/21/2025	118442	Southern California Edison	Utilities 07/03/25 - 08/04/25	980.71
8/21/2025	118443	Southern California Gas Comp	Utilities 7/03/25 - 8/04/25	691.24
8/21/2025	118444	Staples	Supplies	311.12
8/21/2025	118445	Swank Motion Pictures, Inc.	Movies in the Park	615.00
8/21/2025	118446	Taft Electric	Streetlight Maintenance	3,755.92
8/21/2025	118447	Us Bank Corp. Payment System	Credit Cards July 2025	20,043.52
8/21/2025	118448	Venco Electric Inc.	Adobe Light Replacement	2,924.00
8/21/2025	118449	Willdan	Water Quality Services July 2025	6,023.75
8/26/2025	118450	JAMS, Inc.	Mediator Payment	12,000.00
8/28/2025	118451	Berg & Associates, Inc.	Ladyface Greenway June 2025	85,371.01
8/28/2025	118452	County of Los Angeles Department of Public Works	Ladyface Greenway	1,578.59
8/28/2025	118453	m6 Consulting, Inc.	Ladyface Greenway	194,152.00
8/28/2025	118454	South Central Planning and Development Company	Permitting Module - April 2025	1,533.33
8/28/2025	118455	Access Corp	Storage August 2025	854.22
8/28/2025	118456	Acorn	Recycling Ad	580.00

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8/28/2025	118457	Acrisure Southwest Partners Insurance Serv	COG Insurance	4,831.19
8/28/2025	118458	Advanced Chemical Technology	Chemical Pump	1,020.78
8/28/2025	118459	Agoura High School Music boosters	Community Grant	1,000.00
8/28/2025	118460	American Family Care	TB Testing	40.00
8/28/2025	118461	Brick Tech	Instructor Payment	1,397.20
8/28/2025	118462	Consolidated Ink LLC	Staff Polos	917.07
8/28/2025	118463	Converge Technology	IT Services - September 2025	3,806.00
8/28/2025	118464	Department Of Justice	Fingerprinting July 2025	196.00
8/28/2025	118465	Dept Of Animal Care & Control	Animal Control - July 2025	9,842.46
8/28/2025	118466	Elizabeth Eaves	Instructor Payment	52.20
8/28/2025	118467	Gabriel M. Graham	COG Services August 2025	8,090.00
8/28/2025	118468	GMZ Engineering, Inc.	Ladyface Greenway July 2025	677,462.81
8/28/2025	118469	GSG Protective Services	Event Security 08/11/25 - 08/17/25	705.00
8/28/2025	118470	Jessica Flores	COG Services August 2025	3,000.00
8/28/2025	118471	Lance, Soll & Lunghard, LLP	AHCCC 2025 Audit	700.00
8/28/2025	118472	Larry Walker Associates	Malibu Creek CIMP Implementation July 2025	57,834.89
8/28/2025	118473	Mackay Communications	GSPS and BGAN Annual Fee	1,821.47
8/28/2025	118474	Mission Paving and Sealing, Inc.	Pavement Rehabilitation	19,361.00
8/28/2025	118475	Richards, Watson & Gershon	Professional Services - July 2025	25,429.08
8/28/2025	118476	Smith Pipe & Supply Inc.	Supplies Reyes Adobe Slope	1,338.79
8/28/2025	118477	Southern California Edison	Utilities 7/17/25 - 8/14/25	15.77
8/28/2025	118478	State Water Resources Control	Ladyface Greenway WDID Permit Fee	619.00
8/28/2025	118479	Steve Johnson Painting	City Hall Exterior Painting	5,200.00
8/28/2025	118480	Terry Dipple, Inc.	COG Services August 2025	18,038.00
8/28/2025	118481	Townsend Public Affairs, Inc.	Consulting Services July 2025	5,000.00
8/28/2025	118482	Twining Laboratories	Pavement Rehabilitation	7,046.16
8/28/2025	118483	Vivian Rescalvo	COG Services August 2025	13,262.58
8/28/2025	118484	Wageworks	Healthcare Benefits July 2025	408.00
			Total	1,495,930.67
8/29/2025	DFT0007074	Spare Labs	Spare Base Platform August 2025	1,875.00
8/8/2025	Payroll	PP 8/09/25-8/22/25	PP 8/09/25-8/22/25	277,977.11
			Wire & EFT Total:	279,852.11
			Grand Total	1,775,782.78

Demand Register No. 939

PASSED, APPROVED, AND ADOPTED this 10th day of September, 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: SEPTEMBER 10, 2025

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: NICK NEWKIRK, RECREATION MANAGER

BY: AMY BRINK, DIRECTOR OF COMMUNITY SERVICES

SUBJECT: APPROVE AWARD OF AGREEMENT FOR CONTRACTOR SERVICES, WITH BASE HILL, INC., FOR CUSTODIAL SERVICES RELATED TO THE AGOURA HILLS RECREATION AND EVENT CENTER

On January 22, 2020, the City Council awarded the custodial contract for the Agoura Hills Recreation and Event Center to Danish Environment, Inc. (Danish). Danish handled all standard, day-to-day cleaning and special event cleaning of the Agoura Hills Recreation and Event Center. Their contract will expire on September 30, 2025.

Staff issued an RFP/RFQ for custodial services in July 2025, and interviewed two companies that submitted bids in August 2025. Each bidder was asked to propose a cost for the routine maintenance of the building, and a cost for the cleaning, set up, and break down of the Event Center, as needed. Bidders were also asked to price as-needed cleaning, including window washing, carpet cleaning, and power washing. Staff also included paper products (approximately \$10,000/yr) into these amounts, as the contractor will order and supply these through the duration of the contract.

The cost proposals were as follows:

Company	Building Custodial Cost	Event Center Clean-up (100 events)	Total
Premier Property Preservation	\$156,117.96	\$175/hr	\$240,117.96
Base Hill, Inc.	\$ 84,720	\$ 35/hr	\$118,320.00

Upon completion of interviews, references were checked. It was determined that Base Hill, Inc., had the best understanding of the City's needs, and the appropriate staffing to handle the custodial needs.

Staff is convinced that Base Hill, Inc., is the company that the City of Agoura Hills needs to maintain the cleanliness, aesthetics, and beauty that the residents and participants of the programs deserve. Staff recognizes that quality service is paramount to providing the best experience possible that the community expects when visiting the facilities.

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

FISCAL IMPACT

There is no fiscal impact. Funds for the Agreement for Contractor Services are appropriated in account 010-4426-5430 at \$140,000 per year, for an overall contract two-year total of \$280,000.

RECOMMENDATION

Staff respectfully recommends the City Council:

1. Approve the Agreement for Contractor Services with Base Hill, Inc.
2. Authorize the Mayor to sign the agreement on behalf of the City Council.

Attachments

[Base Hill, Inc. Agreement for Contractor Services.pdf](#)

AGREEMENT FOR CONTRACTOR SERVICES
WITH THE CITY OF AGOURA HILLS

NAME OF CONTRACTOR: Base Hill Inc.

RESPONSIBLE PRINCIPAL OF CONTRACTOR: Attn: Sunny Kim

CONTRACTOR'S ADDRESS: 16037 Valley View Unit #3
Santa Fe Springs, CA 90670

CITY'S ADDRESS: City of Agoura Hills
30001 Ladyface Court
Agoura Hills, CA 91301
Attn: City Manager

PREPARED BY: Nick Newkirk

COMMENCEMENT DATE: October 1, 2025

TERMINATION DATE: June 30, 2027

CONSIDERATION: Agreement Price:
Not to Exceed: \$280,000/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 BASE HILL INC.

THIS AGREEMENT is made and effective as of October 1, 2025, between the City of Agoura Hills, a municipal corporation ("City") and Base Hill Inc. ("Contractor"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

This Agreement shall commence on October 1, 2025, and shall remain and continue in effect until tasks described herein are completed, but in no event later than June 30, 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 Two Hundred and Eighty Thousand Dollars and Zero Cents (\$280,000.00) ("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.

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
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To Contractor:	Base Hill INC. 10637 Valley View Unit #3 Santa Fe Springs, CA 90670 Attention: Sunny Kim
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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

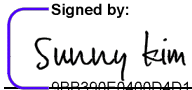
Date Approved by City Council: _____

APPROVED AS TO FORM:

Candice K. Lee,
City Attorney

CONTRACTOR

Base Hill INC.
16037 Valley View Unit #3
Santa Fe Springs, CA 90670
Sunny Kim
(213) 415 - 3070
Sunnykim@basehill.com

Signed by: _____
By:  8/29/2025
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

[Signatures of Two Corporate Officers Required]

EXHIBIT A

TASKS TO BE PERFORMED

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

General

The following Scope of Services represents the services and responsibilities the successful proposer will be expected to provide and perform. Please indicate the skills, ability, and or/services which distinguish the Contractor(s) to make it the best choice for the City. Additional services or tasks which, in your opinion, should be included must be clearly identified. The purpose of this Request for Proposal (RFP) is to solicit and select Contractor(s) for custodial services of a City facility, as provided in the specifications and in accordance with the tasks and frequencies identified in the RFP. Unless otherwise specified herein, the Contractor shall provide all supplies, personnel, equipment, tools, materials, supervision, and other items or services necessary to perform the custodial services as described in this RFP. The City of Agoura Hills (hereinafter referred to as City) invites electronic proposals for Custodial Services. The services involve daily cleaning of City offices, breakrooms, kitchens, buildings, and restrooms. The selected firm must always have personal wear ID badges and uniforms and must have the resources and abilities to maintain a full staff during the term of this Agreement.

Maintain currently occupied cleanable space of approximately square footages:

Recreation and Event Center:

23,000 sq. ft. of which 7,000 is carpeted; 7,500 is terrazzo in the main entrance and common areas; 1,500 is ceramic tile in the restrooms and kitchens, and 6,000 is marmoleum/linoleum in the Event Center, classrooms, and Multi Purpose Room. The remaining square footage is in storage closets and is unfinished concrete.

The current approximate staff population is 15.

It should be noted that annual patrons and visitors to the Recreation and Event Center is estimated at 100,000.

Whenever the word "clean" is used in this specification it means vacuum, dust, wash, scrub, damp clean, scrape, or polish as necessary to bring the area or item cleaned to a condition free of dust, dirt or stains, to the satisfaction of the City of Agoura Hill's representative. Subject cleaning is to be accomplished by hand and/or power equipment using cloth, solvents, bleaches, ammonia, liquid and paste polish, etc. Cleaning methods shall be customary with the trade. Specific cleaning requirements for certain furniture and counter materials will be based on manufacturer specifications or equivalent.

The contract will include but not be limited to the following:

ALL AREAS

Daily

- Vacuum all open traffic areas.
- Spot clean carpet as necessary.
- Clean and sanitize drinking water fountains, sinks, and kitchenettes.
- Take trash out and replace liners.
- Empty recycling containers.
- Spot clean all interior and exterior doors, windows, frames, and glass to remove fingerprints/smudges.
- Spot clean fingerprints from light switch plates and partitions and walls.
- Dust and clean all counter tops.
- Sweep all interior and exterior stairs and stairwells and remove trash.
- Report and list any damages.

Weekly

- Remove dust and cobwebs from ceiling, HVAC grates, walls, fixtures and corners.
- Damp clean all ceiling air diffuser outlets.
- Damp clean top set floor base.
- Low dust all horizontal surfaces (under 6' high) including windowsills, ledges, molding, picture frames and vents.
- Clean kick panels on all doors.
- Buff, strip and re- finish/wax hard surface floors.

Semi-Annually

- High dust all horizontal surfaces (over 6' high) including shelves, moldings, window ledges, interior ledges, pipes, ducts, etc.

LOBBY/RECREATION AREAS

Daily

- Damp mop floors, paying special attention not to splash on counter/walls. Use slip resistant solution in water.
- Clean and vacuum.

Quarterly

- Vacuum upholstered furniture and damp clean and condition vinyl/leather.

The City reserves the right to redirect the scheduled areas as needed.

RESTROOMS – Note: Do NOT use caustic chemicals on metal fixtures!

Daily

- Clean and sanitize floors and floor base, sink surfaces, basins and faucets, under sink fixtures.
- Clean and polish all chrome fixtures.

- Clean and polish all mirrors and shelving.
- Clean and sanitize: toilet, toilet seats, both sides, toilet valves, door handles, urinals and urinal valves.
- Empty all containers and disposals, replace liners as required.
- Clean and sanitize exterior of all containers.
- Empty and sanitize interior of sanitary containers and replace wax liners.
- Spot clean tile walled surfaces.
- Spot clean and dust tops of toilet partitions and urinal modesty panels.
- Restock soap and all paper supplies.
- Maintain and or replace batteries and scents in air fresheners and soap dispensers needed.
- Report leaky faucets, urinals, toilets, or any other restroom deficiencies.

Weekly

- Pour enzyme disinfectant into floor drains to fill trap.
- Wash and sanitize toilet partitions and urinal modesty panels.
- Damp clean ceiling air diffusers and door vents.
- Clean all door kick panels.

Bi-Monthly (60 Days)

- Strip and re-finish/wax the floors, including cleaning the grout on tile floors.
- Replace deodorized urinals.
- Clean all interior and exterior floor mats.

GENERAL OFFICE AREAS: INCLUDES PRIVATE ROOMS AND WORKSTATIONS

Daily

- Empty wastebaskets and replace plastic liners as required.
- Dust /clean desks, tables, chairs, pen sets, telephone and desktop computers. Do not disturb papers on furniture. Reposition all chairs for a neat appearance.
- Clean tops of all work surfaces, exposed filing cabinets, bookcases, shelves, tables and other equipment.
- Vacuum all carpet.
- Spot clean interior glass.

Weekly

- Vacuum all carpet thoroughly, giving detail to file cabinet bases, under desks and based board edges.
- Damp clean ceiling air diffusers.
- Damp clean plastic, leather and vinyl chair /seat covers.
- Vacuum upholstered furniture.
- Low dust all horizontal surfaces to hand height (6 feet) including windowsills, ledges, moldings, shelves, picture frames, vents, etc.
- Clean kick panels.

Monthly

- Wash exterior and interior of waste receptacles.
- Vacuum under clear plastic chair mats.
- High dust above hand height (6 feet) all horizontal surfaces including partitions, shelves, molding, ledge, pipes, ducts, etc.

COMMON AREAS

Daily

- Clean work area counter tops (copier areas, layout tables, etc.)
- Clean and sanitize sinks.
- Restock hand towels.

CONFERENCE ROOMS

Daily

- Vacuum carpet.
- Clean table tops.
- Wipe off chairs.
- Reposition chairs for a neat appearance.
- Empty wastebaskets and replace plastic liners as necessary.
- Dust telephones and televisions.

Weekly

- Polish table tops and bases.
- Damp clean ceiling air diffusers.
- Low dust all horizontal surfaces.
- Clean kick panels.

Monthly

- High dust above hand height (6 feet).

Quarterly

- Condition all upholstered/leather furniture.

STAFF BREAK ROOM & KITCHEN

Daily

- Damp mop and sanitize floors.
- Spot clean walls.
- Clean, sanitize and polish: counter tops, refrigerator, sink basins, faucets, cabinets, drawers, shelving and tabletops.
- Wipe down all chairs.
- Clean windows.
- Empty trash containers, replace liners.
- Clean exterior of all waste containers.
- Remove all newspapers, dispose in recycling bins.

- All recyclables such as cans, bottles, and plastic are the property of the City of Agoura Hills and are to be deposited into designated recycling bins for City to recycle.

Weekly

- Clean inside and outside of microwave ovens.
- Damp clean ceiling air diffusers.
- Low dust all horizontal surfaces.

Monthly

- High dust above hand height (6 feet).
- On the last Friday of every month, clean the interior and exterior of all refrigerators. This includes disposal of all perishable food and containers. Facilities will assist in the disposal.
- Buff hard surface floors.

MULTI-PURPOSE ROOMS

Daily

- Damp mop and sanitize floor.
- Wipe down and dust counter tops, sinks, etc.
- Spot clean mirrors and interior and exterior windows of fingerprints and smudges.
- Clean door kick panels.

Weekly

- Clean Mirrors.
- Clean interior and exterior windows.

CLASSROOMS

Daily

- Damp mop and sanitize floor.
- Wipe down and dust counter tops, sinks, etc.
- Spot clean mirrors and interior and exterior windows of fingerprints and smudges.
- Clean door kick panels.

Weekly

- Clean Mirrors.
- Clean interior and exterior windows.
- Dust wall wood paneling.

Monthly

- Buff, wax and polish classroom flooring.

CLASSROOM RESTROOMS - Note: Do NOT use caustic chemicals on metal fixtures!

Daily

- Clean and sanitize floors and floor base, sink surfaces, basins and faucets, under sink fixtures.
- Clean and polish all chrome fixtures.
- Clean and polish all mirrors and shelving.
- Clean and sanitize: toilet, toilet seats, both sides, toilet valves, door handles, urinals and urinal valves.
- Empty all containers and disposals, replace liners as required.
- Clean and sanitize exterior of all containers.
- Empty and sanitize interior of sanitary containers and replace wax liners.
- Spot clean tile walled surfaces.
- Spot clean and dust tops of toilet partitions and urinal modesty panels.
- Restock soap and all paper supplies.
- Maintain and or replace batteries and scents in air fresheners and soap dispensers needed.
- Report leaky faucets, urinals, toilets, or any other restroom deficiencies

Weekly

- Pour enzyme disinfectant into floor drains to fill trap.
- Wash and sanitize toilet partitions and urinal modesty panels.
- Damp clean ceiling air diffusers and door vents.
- Clean all door kick panels.

EVENT CENTER

Daily

- Empty wastebaskets and replace plastic liners as required.
- Spot clean interior and exterior glass windows of fingerprints and smudges.
- Clean all door kick panels.

After Each Event

- Wipe down the main doors to the Event Center.
- Empty event trash bins during and at the end of an event to the dumpster.
- Trash bins/wheelbarrows should be left clear/empty of any trash after every event. If dumpster is full; Contractor must email City Staff.
- Trash needs to go inside the dumpster and cannot be left on the floor.

Weekly

- Damp mop Event Center floor.
- Low dust all horizontal surfaces to hand height (6 feet) including windowsills, ledges, moldings, shelves, picture frames, vents, etc.
- Dust wall wood paneling.

- Wash trash bins and wheelbarrows; they can be left in the outdoor storage area to dry

Monthly

- Polish wall wood paneling.
- Buff, wax and polish Event Center flooring – This requires a special treatment to be applied. Please see Recreation Manager before application of any product.

Semi-Annually

- High dust above hand height (6 feet) all horizontal surfaces including partitions, pipes, beams, HVAC ducts, projectors, etc. Contractor will provide lift gate for these tasks and protective floor covering to prevent flooring damage.

EVENT CENTER KITCHEN

Daily

- Clean, sanitize and polish: counter tops, refrigerator, stoves, sink basins, faucets, cabinets, drawers, shelving and tabletops.

After Each Event

- Clean the inside and outside of the ovens.
- Empty event trash bins during and at the end of an event to the dumpster.
- Trash bins/wheelbarrows should be left clear/empty of any trash after every event. If dumpster is full; Contractor must email City Staff.
- Trash needs to go inside the dumpster and cannot be left on the floor.

Weekly

- Mop and sanitize kitchen floor.

Monthly

- Wash interior and exterior of waste receptacles.
- High dust above hand height (6 feet) all horizontal surfaces including partitions, shelves, molding, ledge, pipes, ducts, etc.
- Pour enzyme disinfectant into floor drains to fill trap.

EVENT SET UP/BREAKDOWN AS REQUIRED:

- Each event will have required set up/breakdown. This can include, but not limited to, setting up 66-inch round tables, 6' tables, chairs, and cocktail tables. Layout will be provided by City staff. All tables and chairs are to be carefully placed in the predetermined location provided by City Staff, cleaned thoroughly and returned at the conclusion of each event. Hours can vary from very early morning to very late evenings Sunday – Saturday and mid-week.

MISCELLANEOUS

Daily

- Clean sink in custodial closets.
- Maintain custodial closets and supplies in a clean and orderly manner. Keep odor free.
- Cleaning supplies must be kept in the custodial closet; not in Event Center Storage room or any where else.
- Remove trash from hallways, must clearly be marked "Trash/Basura ".
- Vacuum, clean, polish Elevator door, floor and walls.
- Contractor will be required to utilize Industry Recommended cleaning products for some furniture and fixtures. Contractor and Recreation/Facilities Manager will coordinate this effort.

As Needed

- Full Window Cleaning
- Building Power Wash
- Carpet Cleaning
- Day Porter

A. The Contractor(s) shall provide cleaning services for six (6) nights a week Sunday through Friday, in addition to events, during the term of the Agreement.

B. The Contractor(s) shall provide adequate personnel for each of the working nights and maintain a professional appearance while on site.

C. The Contractor(s) shall make sure all doors to City buildings are closed and locked when leaving the building. Contractor must activate the security system after completion of service so long as no other people are in the building. All lights, other than security lights, must be turned off after completion of service to a particular area.

D. Contractor must schedule work so as not to interfere with scheduled evening meetings in any of the conference rooms and or Event Center.

E. The Contractor(s) shall provide its own cleaners and disinfectant sprays such as Windex and degreasers. The Contractor must furnish toilet paper, paper towels, toilet seat covers, hand soap and deodorant when needed.

F. Contractor shall furnish all trash barrel liners.

G. The Contractor(s) shall maintain a stock of common cleaning equipment such as but not limited to the following: vacuum, cleaning towels, brooms, mop with bucket, duster, wet vacuums, rags, custodial carts, buffers, squeegees, etc. All electrical parts must be in good working condition and be able to satisfy OSHA safety requirements.

H. The Contractor(s) will not represent the City in matter of policy or procedures under this contract and shall refer all questions or inquiries from the public regarding the term, conditions, policies or procedures to the Director or his designee.

Supervisory

- A. The contractor's on-site supervisor must be able to communicate, understand, read and write English so that he/she can competently perform his/her job function.
- B. The contractor's on-site supervisor is to provide the Recreation Manager with a list of areas that are to be scheduled to receive buffing, waxing, or special cleaning.

Recycle

These materials are clearly marked and are stored in separate containers. The recyclable materials are to be brought and stored in recycle bins located in enclosures in the parking lot. It is not the responsibility of the contractor to have the outside enclosure recycle bins emptied. All recyclables, such as cans, bottles, plastic are the property of the City of Agoura Hills and are to be deposited in designated recycling bin for the City to recycle.

Routine Cleaning

The selected firm will be required to maintain a high level of cleaning services to all City facilities and restrooms as listed in this RFP.

Monthly Cleaning

The selected Contractor must maintain a monthly cleaning schedule on all high reach areas such as but not limited to light fixtures, windows, ceiling fans, and cabinets.

Additional Work

- A. The Contractor shall perform additional cleaning duties if requested in advance by the Recreation Manager or designee. Additional duties are as such but not limited to the following: carpet cleaning, floor stripping and waxing, pressure washing, air duct cleaning and post construction cleaning. All such work will be considered as Additional Work and shall be performed to the satisfaction of the City.
- B. No additional work shall be commenced or undertaken by the Contractor(s) unless and until the work is authorized in writing by the City Manager or his designee. This work shall be performed within a time limit established by the City representative and for a mutually agreed upon price prior to commencement of work.
- C. City shall retain the right to perform any additional work by use of City forces, by negotiated contract, or to advertise such work for bid.

Hours and Days of Custodial Services

Contractor is required to work enough hours necessary to complete these specifications. The hours of operation for the Recreation and Event Center are:

Monday through Friday: 7:00 a.m. 11:00 p.m.

Saturday: 8:00 a.m. to 12:00 a.m.

Sunday: 8:00 a.m. to 11:00 p.m.

The Event Center will be subject to the schedule of reserved events. Contractor will be required to provide necessary personnel for the pre-clean up and post-clean up of the Event Center. Contractor is expected to be flexible with respect to provision of personnel required to address the needs of the Event Center. Contractor should anticipate the need for crews to work graveyard, early morning and late evening hours to prepare the Event Center.

Services are to be completed as specified, unless otherwise agreed upon between the City and the Contractor. The Contractor shall perform work at such times as to minimize disturbance or interference to City employees. Examples are vacuuming, dusting, etc. schedules identifying staff scheduled to work, shall be submitted monthly – should any changes occur, the City is to be notified via email.

Holiday Schedule

The City observes most major Holidays. Actual date and day will vary from year to year.

New Year's Day	Veteran's Day
Martin Luther King Jr. Day	Thanksgiving Day
President's Day	Thanksgiving (day after)
Memorial Day	Christmas Eve
Independence Day	Christmas Day
Labor Day	New Year's Eve

No guarantees are expressed or implied to the number of hours and/or estimated revenue to the selected Contractor.

EXHIBIT B

PAYMENT RATES AND SCHEDULE

See attached rate sheet

**ATTACHMENT A
SCHEDULE OF PAYMENTS**

Complete Fee Schedule Forms for custodial services at city of Agoura Hills Recreation and Event Center, as outlined in the specifications. The Schedule of Payments must be electronic submitted in PlanetBids as separate cost proposal and clearly identified and marked "Custodial Services at City of Agoura Hills Recreation And Event Center Cost Proposal." EVERY CONTRACTOR MUST ENTER THE COST PER UNIT WITHIN THE EXHIBIT. Omission of any costs may be basis for rejection of the entire exhibit proposal.

Company Name: Base Hill, Inc.

Contractor's qualification to perform the work will be based in part by completing the information listed below. Please provide the following pricing detail in your proposal:

Custodial Service

General Cleaning

Proposed size of nightly crew:

4

Number of labor hours required per week:

42

Hourly rates:

Straight

\$25

Overtime

\$37.50

Supervisor

\$27

Monthly Supplies Cost:

\$1,360

Total monthly price:

\$5,560

Additional Services (As Needed)

Event Center:	Cost (per hour)	<u>\$35</u>
(event setup/breakdown):		

Carpet cleaning:	Cost (Flat Rate)	<u>\$300</u>
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Window washing (All Windows):	Cost (Flat Rate)	<u>\$2,500</u>
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Exterior Building Power Wash:	Cost	<u>\$750</u>
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Day Porter:	Hourly Rate	<u>\$25</u>
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Rates

Profit margin and General & Administrative Overhead:	<u>\$300</u>
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ANNUAL BID	\$ <u>70,320</u>
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The Company shall be responsible for calculating and providing unit prices for the schedule. The Proposal Schedule shall include all costs for services, labor, materials, equipment, and installation associated with completing the work in place per the plans, specifications and details.



REPORT TO CITY COUNCIL

DATE: SEPTEMBER 10, 2025

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: NATHAN HAMBURGER, CITY MANAGER

BY: ERIC WANG, ASSOCIATE PLANNER
ROBBY NESOVIC, PRINCIPAL PLANNER

SUBJECT: APPROVE A TWO-YEAR AGREEMENT FOR CONTRACTOR SERVICES, WITH DUDEK, FOR OAK TREE CONSULTING SERVICES

The purpose of this item is to seek City Council approval for the City to enter into an Agreement for Contractor Services with Dudek for Oak Tree Consulting Services. Staff is requesting approval of a two-year agreement with Dudek for Fiscal Years 2025-26 and 2026-27, on a time-and-materials basis for a total not-to-exceed fee of \$85,000 per year.

Dudek personnel have previously provided the City with these services. Staff has been pleased with Dudek's previous work and is confident that they will provide the same quality consulting services in a cost-effective and timely manner. Under this agreement, Dudek would continue to provide the City both Non-City-Initiated and City-Initiated services.

Non-City-Initiated services include reviewing development applicants' Oak Tree Reports, Minor Oak Tree Permits for oak tree trimming requests, and other recommendations pertaining to oak trees. City-Initiated services include reviewing Oak Tree Reports, providing recommendations on mitigation measure adequacy, overseeing City parks oak tree maintenance and post-construction oak tree maintenance measures, and providing general guidance on Oak Tree Preservation Guidelines implementation. Exhibit A lists the specific scope of work and Exhibit B, the hourly staff rates.

Staff estimates that annual expenses will not exceed \$85,000 per year, based on past invoices and the anticipated amount of project types that will require review in the coming year. This is an annual \$2,000 increase over the previously approved agreements which staff believes is warranted given the fee increase, number and complexity of the potential projects anticipated in the coming year, and fee structure change from applicant trust accounts to a one-time fee.

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

FISCAL IMPACT

Funds have been appropriated in the City Council 2025-26 and 2026-27 Budget years as funds were allocated towards all oak tree services that cover all expected annual expenses. Specifically, Fund 010-4305-552000 (Community Development) has allocated \$80,000 for Fiscal Year 2025-26 and \$65,000 for Fiscal Year 2026-27 and Fund 010-4505-552000 (Public Works) has allocated \$15,000 for Fiscal Years 2025-26 and 2026-27.

RECOMMENDATION

Staff respectfully recommends the City Council approve a two-year Agreement for Contractor Services with Dudek for Oak Tree Consulting Services on a time-and-materials basis for a not-to-exceed fee of \$85,000 per fiscal year.

Attachments

[1. Dudek Agreement for Contractor Services](#)

AGREEMENT FOR CONTRACTOR SERVICES
WITH THE CITY OF AGOURA HILLS

NAME OF CONTRACTOR:	Dudek
RESPONSIBLE PRINCIPAL OF CONTRACTOR:	Attn: Christopher Kallstrand
CONTRACTOR'S ADDRESS:	38 N. Marengo Ave., Pasadena, CA, 91367
CITY'S ADDRESS:	City of Agoura Hills 30001 Ladyface Court Agoura Hills, CA 91301 Attn: City Manager
PREPARED BY:	Eric Wang
COMMENCEMENT DATE:	September 10, 2025
TERMINATION DATE:	September 10, 2027
CONSIDERATION:	Not to Exceed: \$85,000/yr

**AGREEMENT FOR CONTRACTOR SERVICES BETWEEN
THE CITY OF AGOURA HILLS AND DUDEK FOR NON-
CITY-INITIATED (NON-REIMBURSABLE) PROJECTS**

THIS AGREEMENT is made and effective as of September 10, 2025, between the City of Agoura Hills, a municipal corporation ("City") and Dudek ("Contractor"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

This Agreement shall commence on September 10, 2025, and shall remain and continue in effect until tasks described herein are completed, but in no event later than September 10, 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 One Hundred Seventy Thousand dollars (\$170,000) ("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. Subject to full payment to Contractor and 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. Reuse of work product by City or others for purposes outside the scope of work shall be without liability to Contractor.

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) 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) 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
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To Contractor:	Dudek 38 N. Marengo Ave., Attention: Christopher Kallstrand
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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: _____

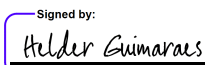
APPROVED AS TO FORM:

Candice K. Lee,
City Attorney

CONTRACTOR

Dudek
38 N. Marengo
Christopher Kallstrand
760-942-5147
Email ckallstrand@dudek.com

By: 
Name: Joseph Monaco
Title: President

By: 
Name: Helder Guimaraes
Title: CFO

[Signatures of Two Corporate Officers Required]

EXHIBIT A

TASKS TO BE PERFORMED

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

EXHIBIT A

TASKS TO BE PERFORMED

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

CONSULTANT shall perform the following services as incorporated herein to the full satisfaction of the CITY:

Non-City-Initiated Tasks

1. Review Oak Tree reports prepared by consultants and provide recommendations as to the adequacy of the reports for non-City-initiated projects with regard to the City's Ordinances and guidelines.
2. Advise City as to the adequacy of mitigation, pre-, and post- construction maintenance measures as proposed by an applicant.
3. Advise the City as to potential development effects on Oak Trees as a result of non-City-initiated development projects.
4. Provide correspondence in the form of letters, memoranda, illustrations and exhibits to communicate compliance with the City's Ordinances and guidelines, recommendations related to Oak Tree mitigation, Oak Tree trimming procedures, and other areas as related to Oak Trees.
5. Perform site visits/field inspections pre- and post-construction to analyze Oak Tree health and determine the accuracy of Oak Tree reports submitted by outside consultants.
6. Provide general guidance to applicants on Oak Tree issues, as directed by City.
7. Provide consultation to City on all areas relating to Oak Trees.

City-Initiated Tasks

1. Prepare Oak Tree reports and other related analyses for City-initiated projects, including, but not limited to the preparation of reports for City parks and maintenance of public right-of-ways.
2. Prepare Oak Tree mitigation and/or preservation plans, including, but not limited to providing a valuation of Oak Trees removed or damaged without permit.
3. Review design and construction plans for City-initiated projects to ensure protection of Oak Trees, and prepare conditions of approval and/or mitigation measures to protect potentially vulnerable Oak Trees.
4. Review Oak Tree reports prepared by consultants and provide recommendations as to the adequacy of the reports for City-initiated projects with regard to the City's Ordinances and guidelines.
5. Provide correspondence in the form of letters, memorandums, illustrations and exhibits to communicate compliance with the City's Ordinances and

guidelines, recommendations related to Oak Tree mitigation, Oak Tree trimming procedures, and other areas as related to Oak Trees.

6. Perform site visits/field inspections pre- and post-construction to analyze Oak Tree health and determine the accuracy of Oak Tree reports submitted by outside consultants.
7. Perform maintenance and monitoring of Oak Trees in City Parks and right- of-ways.
8. Provide consultation to City on all areas relating to Oak Trees.

General Administration

9. Enforce the Agoura Hills Municipal Code Oak Tree Ordinances and Guidelines, including, but not limited to providing reports and analysis and restitution valuations to the City's Code Enforcement Staff to address violations of the Oak Tree Ordinances and Guidelines.
10. Provide correspondence in the form of letters, memoranda, illustrations and exhibits to communicate suggested Oak Tree Ordinance and Guideline amendments to better assist the City in policy preparation.
11. Attend interdepartmental City meetings and public hearings as requested by City.
12. Provide guidance related to Oak Tree Ordinance policy review and amendment.
13. Maintain weekly public counter office hours at City Hall, as established by City.
14. Perform additional Oak Tree related services upon request by the City, including the preparation of reports related to Oak Trees.

EXHIBIT B
PAYMENT RATES AND SCHEDULE

Fee Proposal

Documentation of hourly rates for the proposed staff members are provided in [Table 1](#). Reimbursable expenses associated with providing services to the City are provided as separate line items following [Table 1](#).

Table 1. Staff Rates

Name/Role	Classification	Rate/Hour
Michael Huff, RCA, Principal in Charge	Project Director	\$300.00
Christopher Kallstrand, Project Manager	Senior Specialist II	\$235.00
Katrina Burritt, Deputy Project Manager	Specialist III	\$185.00
Sarah Tian, Arborist	Analyst III	\$135.00
Noah Stamm, Arborist	Specialist III	\$185.00
Ryan Allen, Arborist	Senior Specialist II	\$235.00
Douglas Nickles, RPF, Arborist	Specialist V	\$185.00

a. Reimbursable Expenses

Travel Expenses: Mileage is at current Internal Revenue Service (IRS) allowable rates. Per diem where overnight stay is involved is charged at cost.

Material and Outside Services: Subcontractors, rentals of special equipment, special reproductions and blueprinting, outside data processing and computer services, and so on are charged at 1.15 times the direct cost.

Annual Increases: Unless identified otherwise, the standard rates noted in [Table 1](#) will increase 3% annually.



REPORT TO CITY COUNCIL

DATE: SEPTEMBER 10, 2025

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: NATHAN HAMBURGER, CITY MANAGER

BY: ERIC WANG, ASSOCIATE PLANNER
ROBBY NESOVIC, PRINCIPAL PLANNER

SUBJECT: APPROVE A THREE-YEAR AGREEMENT FOR CONTRACTOR SERVICES, WITH PERMITECH SOLUTIONS CORPORATION, FOR WIRELESS TELECOMMUNICATIONS SERVICES

The purpose of this item is to seek City Council approval for the City to enter into an Agreement for Contractor Services with PermiTech Solutions Corporation (formerly known as "Telecom Law Firm, P.C." and herein "PermiTech") for wireless telecommunications services. Staff is requesting approval of a three-year agreement with PermiTech for Fiscal Years 2025-26 and 2026-27 (staff plans to request appropriated funds during Budget year 2027-28 discussions), and on a time-and-materials basis at a total not-to-exceed fee of \$25,000 per year.

PermiTech personnel have previously provided the City with these services. Staff has been pleased with PermiTech's previous work and is confident that they will provide the same quality consulting services in a cost-effective and timely manner.

Under this agreement, PermiTech would continue to assist staff in evaluating wireless telecommunications facility applications to determine compliance with federal and state regulations and provide general consultation services. Exhibit A lists the specific scope of work and Exhibit B, the hourly staff rates.

Staff estimates that annual expenses will not exceed \$25,000 per year, based on past invoices and the anticipated amount of project types that will require review in the coming year. This is an annual \$5,000 increase over the last approved agreement which staff believes is warranted given the fee increase and number and complexity of the potential projects anticipated in the coming year.

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

FISCAL IMPACT

Funds have been appropriated in the City Council 2025-26 and 2026-27 Budget years as funds were allocated towards all wireless telecommunications services that cover all expected annual expenses. Specifically, Fund 010-4305-552000 (Community Development) has allocated \$10,000 for general consultation and all other services would be drawn from applicants' trust accounts. For 2027-28, staff plans to request appropriated funds during the budget process.

RECOMMENDATION

Staff respectfully recommends the City Council approve a three-year Agreement for Contractor Services, with PermiTech Corporation, on a time-and-materials basis for a not-to-exceed fee of \$25,000 per year.

Attachments

[1. PermiTech Solutions Agreement for Contractor Services](#)

AGREEMENT FOR CONSULTANT SERVICES
WITH THE CITY OF AGOURA HILLS

NAME OF CONSULTANT: PermiTech Solutions Corporation

RESPONSIBLE PRINCIPAL OF CONSULTANT: Attn: Lory Kendirjian

CONSULTANT'S ADDRESS: 6320 Topanga Canyon Blvd.
Ste 1630 # 1100
Woodland Hills, CA 91367

CITY'S ADDRESS: City of Agoura Hills
30001 Ladyface Court
Agoura Hills, CA 91301
Attn: City Manager

PREPARED BY:  Signed by:
ACD43FD76DF2438...

COMMENCEMENT DATE: September 10, 2025

TERMINATION DATE: September 10, 2028

CONSIDERATION: Agreement Price
Not to Exceed: \$25,000.00

**AGREEMENT FOR CONTRACTOR SERVICES BETWEEN
THE CITY OF AGOURA HILLS AND PERMITECH
SOLUTIONS CORPORATION**

THIS AGREEMENT is made and effective as of September 10, 2025, between the City of Agoura Hills, a municipal corporation ("City") and PermiTech Solutions Corporation ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

This Agreement shall commence on September 10, 2025, and shall remain and continue in effect until tasks described herein are completed, but in no event later than September 10, 2028, unless sooner terminated pursuant to the provisions of this Agreement.

2. SERVICES

Consultant shall perform the services and tasks described and set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full. Consultant shall complete the tasks according to the schedule of performance which is also set forth in Exhibit A. Consultant services are technical in nature and are not legally privileged.

3. PERFORMANCE

In meeting its obligations under this Agreement, Consultant 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 Consultant 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) ("Contract Price") for the initial Term of the Agreement unless additional payment is approved as provided in Consultant 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. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to by the City Council and Consultant at the time City's written authorization is given to Consultant for the performance of said services.

B. Consultant 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 Consultant's fees, it shall give written notice to Consultant 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, Consultant 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 Consultant at least ten (10) days prior written notice. Upon receipt of said notice, the Consultant 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. The Consultant may at any time, for any reason, with or without cause, terminate this Agreement, by serving upon the City at least thirty (30) days prior written notice.

C. In the event this Agreement is terminated pursuant to this Section, the City shall pay to Consultant 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 Consultant will submit an invoice to the City pursuant to Section entitled "**PAYMENT**" herein.

6. DEFAULT OF CONSULTANT

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

B. If the City Manager or his delegate determines that the Consultant is in alleged default in the performance of any of the terms or conditions of this Agreement, it shall serve the Consultant with written notice of the alleged default. The Consultant shall have ten (10) days after service upon it of said notice in which to rebut the allegation or cure the default by rendering a satisfactory performance. In the event that the Consultant 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. Consultant 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. Consultant 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. Consultant 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 Consultant. With respect to computer files containing data generated for the work, Consultant 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.

C. For continuity of services, the City approves the transfer from Telecom Law Firm, PC to Consultant of all prior consulting documents, work product, and related materials held by Telecom Law Firm, PC.

8. INDEMNIFICATION

Consultant shall defend, indemnify, and hold the City, its officials, officers, employees, agents and independent consultants 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"), arising out of any negligent acts or omissions of Consultant, its officials, officers, employees, agents or sub-consultants 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 to the percentage arising out of the negligence or willful misconduct of the Indemnitees. With respect to any and all such Claims, Consultant shall defend Indemnitees at Consultant's own cost, expense, and risk and shall pay and satisfy any judgment, award, or decree that may be rendered against Indemnitees. Consultant 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. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant or Indemnitees. All duties of Consultant under this Section shall survive termination of this Agreement.

9. **INSURANCE REQUIREMENTS**

Prior to commencement of work, Consultant shall procure, provide, and maintain, at Consultant'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 Consultant, 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 Consultant 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 Consultant has no employees while performing under this Agreement, worker's compensation insurance is not required, but Consultant shall execute a declaration that it has no employees.

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

B. **Minimum Limits of Insurance.** Consultant 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 Consultant 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 Consultant 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 Consultant; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant. 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 Consultant'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 Consultant'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 Consultant'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. Consultant agrees to use reasonable efforts 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.

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. **Consultant 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 CONSULTANT

A. Consultant is and shall at all times remain as to the City a wholly independent Consultant. The personnel performing the services and tasks under this Agreement on behalf of Consultant shall not be City employees and shall at all times be under Consultant's exclusive direction and control. Consultant and all of Consultant'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. Consultant shall determine the means, methods, and details by which Consultant's personnel will perform the services and tasks. Consultant 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 Consultant or any of Consultant's officers, employees, or agents.

B. Consultant 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. Consultant and Consultant's personnel shall not supervise any of City's employees; and City's employees shall not supervise Consultant's personnel. Consultant's personnel shall not wear or display any City uniform, badge, identification number, or other information identifying such individual as a City employee; and Consultant'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. Consultant shall acquire and maintain at its sole cost and expense such vehicles, equipment, and supplies as Consultant's personnel require to perform any of the services and tasks required by this Agreement. Consultant shall perform all services and tasks off of City premises at locations of

Consultant's choice, except as otherwise may from time to time be necessary in order for Consultant's personnel to receive projects from City, review plans on file at City, pick up or deliver any work product related to Consultant'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 Consultant from time to time for Consultant's personnel to obtain information about, or to check on, the status of projects pertaining to the services and tasks performed under this Agreement. Consultant 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 Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, City shall not pay salaries, wages, or other compensation to Consultant for performing services and tasks hereunder for City. City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services and tasks hereunder. Consultant shall be responsible for and pay all salaries, wages, benefits and other amounts due to Consultant's personnel in connection with their performance of the services and tasks under this Agreement, and as required by law. Consultant 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, Consultant 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. Consultant 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 Consultant'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 Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this Section. This duty of indemnification is in addition to Consultant'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. Consultant agrees that, in

providing its employees and any other personnel to City to perform the services and tasks under this Agreement, Consultant 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, Consultant 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. Consultant 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 Consultant's violation of any provisions of this Section. This duty of indemnification is in addition to Consultant's duty to defend, indemnify, and hold harmless as set forth in any other provision of this Agreement.

12. LEGAL RESPONSIBILITIES

The Consultant 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 Consultant 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 Consultant to comply with this section.

13. RELEASE OF INFORMATION

A. All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without City's prior written authorization. Consultant, its officers, employees, agents or sub-consultants, 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 Consultant gives City notice of such court order or subpoena.

B. Consultant shall promptly notify City should Consultant, its officers, employees, agents or sub-consultants 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 Consultant and/or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. 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
Attention: City Manager
30001 Ladyface Court
Agoura Hills, California 91301

To Consultant: PermiTech Solutions Corporation
Attention: Client Notices
6320 Topanga Canyon Boulevard
Ste. 1630 # 1100
Woodland Hills, CA 91367

15. ASSIGNMENT

The Consultant 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, Consultant'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 Consultant. City authorizes Consultant to subcontract portions of the work on an as-needed basis to Telecom Law Firm, PC, Dr. Jonathan L. Kramer. Any other subcontracting by Consultant must first be approved by the City.

16. LICENSES

At all times during the term of this Agreement, Consultant 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 Consultant 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 Consultant, or Consultant's sub-consultants for this project, during his/her tenure or for one year thereafter. The Consultant 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 Consultant or Consultant's sub-consultants on this project. Consultant 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.

22. AUTHORITY TO EXECUTE THIS AGREEMENT

The person or persons executing this Agreement on behalf of Consultant warrants and represents that he or she has the authority to execute this Agreement on behalf of the Consultant and has the authority to bind Consultant to the performance of its obligations hereunder.

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

CITY OF AGOURA HILLS

By: _____
Penny Sylvester,
Mayor

ATTEST:

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

APPROVED AS TO FORM:

Candice K. Lee,
City Attorney

CONSULTANT

PermiTech Solutions Corporation
6320 Topanga Canyon Blvd
Ste 1630 # 1100
Woodland Hills, CA 91367
Attention: Lory Kendirjian
Tel. (310) 405-7282

By:  _____
Name: Lory Kendirjian
Title: President

By:  _____
Name: Lory Kendirjian
Title: Secretary

[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 SERVICES

Under the direction of the City, Consultant shall provide technical and regulatory advice to City concerning applications for telecommunications facilities as follows:

A. Wireless Siting Application Reviews:

1. Application Reviews: At the City's request and within Consultant's expertise as a wireless site application reviewer, Consultant will review wireless siting applications and provide the City with a written analysis as described below).
2. **Memorandum/Memoranda Content:**
 - a. **Incomplete Memorandum.** Upon receipt of an application by the Consultant directly from the City, Consultant will evaluate and identify whether any items that are required in the City's wireless application are not completed by the applicant. If there are incomplete items, the Consultant will send the City an "Incomplete Memorandum" by email or an attachment to an email within:
 - i. nine (9) calendar days for an initial review of a wireless application that is submitted by the applicant as a small wireless facility; or
 - ii. twenty-five (25) calendar days for an initial review of a wireless application that is submitted by the applicant in a category that is not a small wireless facilities; or
 - iii. nine (9) calendar days for a resubmittal review of a wireless application that was deemed incomplete.
 - b. **Project Memorandum:**

Once an application is determined by the City or deemed by law to be complete, Consultant will:

 - i. identify the regulatory classification under which the project should be processed (i.e., Section 6409(a); Small Wireless Facility; major modification; new site; etc.); and
 - ii. discuss design matters, if any, that may reduce the impact of the proposed site configuration;
 - iii. evaluate time, place, and manner considerations for wireless sites located in the Public Right of Way;
 - v. assess the planned compliance with federal radio frequency exposure guidelines established by the Federal Communications Commission, and;

vi. determine any other wireless site-related issues that Consultant, in its experience and opinion, believes to be relevant or helpful to the City's review of the wireless application.

3. **Memorandum Revision:** At City's option, without an additional fee, Consultant shall prepare one revision or follow-up to the Incomplete or Project Memorandum. All additional revisions or follow-ups are charged on an hourly basis.

4. **Consultation Time:**

- i. Consultant will provide consultation by telephone and/or through e-mail with the City per project at no additional cost for the flat fee portion of any project.
- ii. For any project where hourly charges apply (i.e., after the flat fee portion of a project), hourly fees for consultations via telephone and/or email will apply.

It is understood by the parties that every wireless project is unique as to location and design, and some projects may not proceed all the way to an approval or denial, or the project at a given location may be moved by an applicant to a different location necessitating an entirely new project review under a separate fee.

B. **Attendance at Meetings:** As requested by City, Consultant will attend in-person meetings subject to Consultant's availability. Meeting attendance includes travel time from Consultant's office to and from the City. Meeting attendance is billed at the hourly rates in this Agreement.

C. **General Consultation:** At the City's request, Consultant will engage with the City in regards to any non-privileged communications within the competence of Consultant as determined by Consultant in any form on a time available basis of Consultant, and invoiced on an hourly basis (including travel time from Consultant's office to and from the City if necessary).

[END OF EXHIBIT A]

EXHIBIT B
PAYMENT RATES AND SCHEDULE

EXHIBIT B

CONSULTANT'S SCHEDULE OF FEES

The Consultant consults with and is responsible to the City. The City is responsible payment of for Consultant invoices. Payment of Consultant's invoices is not contingent upon the City receiving any deposit or reimbursement from any party.

1. **Flat Fees:** Consultant shall perform all flat-rate services described in Exhibit A, Section A, Subsection 1 through 3 and 4(i) for a fixed fee of \$2,757.00 per project. Project hours are not reported by Consultant for flat fee portion of flat fee projects.

Due to FCC shot clock time limitations, all projects must be submitted to Consultant by the City in searchable PDF documents within one calendar day of receipt by the City from the Applicant.

Flat fee projects are billed to the City as a single unit on the first project invoice, which is issued upon submission of Consultant's first substantive project memorandum (that can include a memo regarding an incomplete application, a project review memo, or another substantive project-related memo).

The flat fee (and any subsequent hourly fees) are fully earned by and payable to Consultant once the Consultant has provided its first substantive memorandum to the City, even when the project is subsequently cancelled, abandoned, transferred to a different location. In the event that a project is tendered to the Consultant by the City but terminated for any reason prior to issuance of Consultant's first memorandum, City shall pay Consultant on the hourly basis set out in this Agreement for all time spent by Consultant on the project prior to Consultant's receipt of City's notice of termination.

2. **Hourly Fees:** Consultant shall perform all services described in Exhibit A, Section B and C and all other extra services not described in the Scope of Work but mutually agreed upon by City and Consultant, on an hourly fee basis as follows:

PERSONNEL	RATE
Per Director/Senior Advisor	\$ 350
Per Project Manager	\$ 295
Per Project Assistant	\$ 218
Per Project Coordinator	\$ 132

All time is billed in 0.1-hour (6 minute) units rounded up to the next 0.1 hour unit.

3. **Annual Fee Adjustments.** The Flat Rate and Hourly Fees set out in this Agreement shall automatically increase by three percent (3%) on each anniversary of this Agreement.

4. **Expenses:** City will reimburse the Consultant for all ordinary costs and expenses reasonably incurred by Consultant in performance of the services provided by Consultant to City pursuant to this Agreement.
5. The City's designated point of contact for billing queries is:
Brenda Cho, Finance Manager
bcho@agourahillscity.gov
(818) 597-7318

The Consultant's designated point of contact for billing queries is:

Annette Strong, Business Manager Annette@PermiTechSolutions.com

Name and Title

Email Address

(424)276-2040

Telephone Number

PermiTech's payment address is:

PermiTech Solutions Corporation
6320 Topanga Canyon Boulevard
Suite 1630 #1100
Woodland Hills, CA 91367

Either party may change its designated point of contact for billing queries at any time upon ten (10) business days' written notice to the other.

[End of Exhibit B]