CITY OF AGOURA HILLS

AGENDA
REGULAR MEETING
AGOURA HILLS CITY COUNCIL
Civic Center - Council Chambers
30001 Ladyface Court, Agoura Hills, California 91301
Wednesday, December 10, 2025
6:00 PM, or as soon thereafter,
Immediately following the City Council Official Reorganization Meeting

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, visit the City's website at **agourahillscity.gov** and click the dark green "Watch Meetings" button under Quick Links or search "Agoura Hills City Council" on **YouTube** and select the meeting by date.*

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 speak or submit written comments 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 period 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 item number or topic in the subject line, and **email comments@agourahillscity.gov by 4:00 p.m. on the meeting date.** Public comments are not read into the record by the City. Any comments submitted after the deadline may not be considered during the City Council's deliberations or included in the official record. However, the public may attend the meeting to make or submit comments in person.*

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

REPORT OF CLOSED SESSION

APPROVAL OF AGENDA

PRESENTATIONS

INTERGOVERNMENTAL, SPECIAL PURPOSE COMMITTEE, AND DEPARTMENTAL REPORTS

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 October 22, 2025
RECOMMENDATION: Approve the Minutes, as presented.

2. Approve Demand Warrant Register No. 943
RECOMMENDATION: Approve Demand Warrant Register No. 943.

3. Approve Rejection of Bid for Low Flow Storm Drain Diversion Project; NIB #25-02, and Request Authorization to Re-bid Low Flow Storm Drain Diversion Project; NIB #25-02B
RECOMMENDATION: 1) Reject all bids received for the Low Flow Storm Drain Diversion Project; NIB #25-02; and 2) Authorize staff to re-bid the Low Flow Storm Drain Diversion Project; NIB #25-02B.

4. Approve Notice of Completion, with JT Construction Group, Inc., for Fiscal Year 2025-26 Concrete Repair Project; NIB #25-03
RECOMMENDATION: 1) Approve, and accept as complete, the work of JT Construction Group, Inc., for the Fiscal Year 2025-26 Annual Concrete Repair Project; NIB 25-03; and 2) Authorize the Director of Public Works to sign the Notice of Completion for the project and authorize the City Clerk to forward the Notice of Completion to the County Recorder for recordation.

5. Approve First Amendment to Agreement for Consultant Services, with Berg & Associates, Inc., for Construction Management Services Related to the Ladyface Greenway Project
RECOMMENDATION: Approve the First Amendment to the Agreement for Consultant Services, with Berg & Associates, Inc., for Construction Management Services related to the Ladyface Greenway Project.

6. Approve Seventh Amendment to Agreement for Design Professional Consultant Services, with Kimley-Horn and Associates, Inc., for Additional Engineering Design Services and Term Extension for the Kanan Road/Agoura Road Ultimate Intersection Improvements Project
RECOMMENDATION: 1) Approve the Seventh Amendment to the Agreement for Design Professional Consultant Services, with Kimley-Horn and Associates, Inc., and 2) Authorize the Mayor to sign the Amendment on behalf of the City Council.

7. Approve Agreement for Contractor Services, with Agoura Pony Baseball, for Improvements and Use of Recreational Facilities at Old Agoura Park

RECOMMENDATION: 1) Approve the Agreement for Contractor Services for Improvements and Use of Recreational Facilities at Old Agoura Park, and 2) Authorize the Mayor to sign the agreement on behalf of the City Council.

8. Approve Agreement for Contractor Services, with Ray-Mac Painting, Inc., for Maintenance Painting Services at the Recreation and Event Center

RECOMMENDATION: Approve the Agreement for Contractor Services, with Ray-Mac Painting, Inc., for Maintenance Painting Services at the Recreation and Event Center.

9. Approve the City Council 2026 Meeting Schedule

RECOMMENDATION: Approve the City Council 2026 Meeting Schedule, as presented.

10. Adopt a Resolution Appointing Ray Taylor as Interim Community Development Director

RECOMMENDATION: Adopt Resolution No. 25-2120; A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AGOURA HILLS, CALIFORNIA, APPOINTING RAY TAYLOR AS INTERIM COMMUNITY DEVELOPMENT DIRECTOR PURSUANT TO GOVERNMENT CODE SECTION 21221(h).

11. Adopt a Resolution Approving Measure W Safe, Clean Water Program Regional Transfer Agreement No. 2024RPNSMB01 between the City of Agoura Hills and the Los Angeles County Flood Control District

RECOMMENDATION: Adopt Resolution No. 25-2121; A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AGOURA HILLS, CALIFORNIA, APPROVING MEASURE W SAFE, CLEAN WATER PROGRAM REGIONAL TRANSFER AGREEMENT NO. 2024RPNSMB01 BETWEEN THE CITY OF AGOURA HILLS AND THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT.

12. Adopt ADU Ordinance No. 25-481

RECOMMENDATION: Adopt Ordinance No. 25-481; AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AGOURA HILLS, CALIFORNIA, AMENDING ARTICLE IX (ZONING) OF THE AGOURA HILLS MUNICIPAL CODE TO REPEAL AND REPLACE THE ADU REGULATIONS IN SECTION 9283, AMEND RELATED DEFINITIONS IN SECTION 9120 CONSISTENT WITH STATE LAW, AND AMEND SECTION 61005 TO CLARIFY SHORT-TERM RENTAL PROHIBITIONS; AND MAKING A DETERMINATION OF EXEMPTION UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA).

13. Adopt Protected Tree Ordinance No. 25-482

RECOMMENDATION: Adopt Ordinance No. 25-482; AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AGOURA HILLS, CALIFORNIA, AMENDING THE AGOURA HILLS MUNICIPAL CODE TO CONSOLIDATE ALL PROTECTED TREE REGULATIONS INTO SECTION 9657 AND UPDATING THE CITY'S PROTECTED TREE REGULATIONS TO STREAMLINE PERMIT PROCESSING, PRIORITIZE THE RETENTION OF INDIVIDUAL TREES, INCENTIVIZE THE PLANTING OF NEW PROTECTED TREES, INCLUDE THE CALIFORNIA SYCAMORE AND SOUTHERN CALIFORNIA BLACK WALNUT AS PROTECTED TREES, AND MAKE OTHER AMENDMENTS; AND MAKING A DETERMINATION OF EXEMPTION UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT.

CITY COUNCIL, STAFF COMMENTS

ADJOURNMENT

The Regular City Council Meeting of December 24, 2025, has been canceled. The next Regular City Council Meeting will be held at 6:00 p.m. on January 14, 2026, 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, December 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: December 5, 2025

CITY OF AGOURA HILLS

REPORT TO CITY COUNCIL

DATE:	**DECEMBER 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 OCTOBER 22, 2025**

RECOMMENDATION

Approve the Minutes, as presented.

Attachments

Minutes CC 102225.pdf

MINUTES
REGULAR MEETING
AGOURA HILLS CITY COUNCIL
Civic Center – Council Chambers
30001 Ladyface Court, Agoura Hills, California 91301
Tuesday, October 22, 2025
6:00 p.m.

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

Mayor Sylvester opened the meeting with the Land Acknowledgement.

The Pledge of Allegiance was led by Director of Finance Ibañez.

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

Absent was: 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, Jensen Hughs Consultants David Kerr and Amelia Pludow, Executive Assistant Michele Hubbs, Principal Planner Robby Nesovic, Associate Planner Eric Wang, Director of Public Works/City Engineer Charmaine Yambao, Engineering Aide Joshua Keck, Kimley-Horn Traffic Consultant Matt Stewart, Director of Finance Diego Ibañez, Director of Community Services Amy Brink, and City Clerk Kimberly M. Rodrigues.

REPORT OF CLOSED SESSION

No Closed Session was held.

APPROVAL OF AGENDA

ACTION: Mayor Pro Tem Wolf moved to approve the Agenda, as presented. Councilmember Anstead seconded. The motion carried 4-0, by the following roll call vote:

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

NOES: None.

ABSTAIN: None.

ABSENT: Councilmember Klein Lopez.

PRESENTATIONS

Mayor Sylvester presented a Certificate of Recognition, to representatives Joe Lysle, Daniel Lerma, Sean McArthur, and Jeff Robins, honoring Fleet Feet as the October Business of the Month.

INTERGOVERNMENTAL, SPECIAL PURPOSE COMMITTEE, & DEPARTMENTAL REPORTS

Mayor Sylvester provided a Las Virgenes/Malibu Council of Governments Update.

Councilmember Anderson provided a Santa Monica Mountains Conservancy Advisory Committee Update.

PUBLIC COMMENTS

The following person spoke:

Josh Gray, representing the Greater Conejo Chamber of Commerce

Public Comments from Emily Scharpf and Ed Frank were moved to Item No. 11.

CONSENT CALENDAR

No public comments were received.

ACTION: Councilmember Anstead moved to approve Consent Calendar Item Nos. 1-9, as presented. Mayor Pro Tem Wolf seconded. The motion carried 4-0, by the following roll call vote:

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

NOES: None.

ABSTAIN: None.

ABSENT: Councilmember Klein Lopez.

1. Approve Minutes of the Regular City Council Meeting of July 9, 2025

2. Approve Minutes of the Regular City Council Meeting of August 27, 2025

3. Approve Demand Warrant Register No. 941

4. Approve Treasurer's Report for July 2025

5. Approve Treasurer's Report for August 2025

6. Approve Treasurer’s Report for September 2025

7. Adopt Amendments to the City of Agoura Hills Fiscal Year 2024-25 Budget

8. Approval of Third Amendment to Agreement for Design Professional Consultant Services with m6 Consulting, Inc. for Construction Engineering Services Related to the Ladyface Greenway Project

9. Approve the 2025 Updated Sanitary Sewer Management Plan as Required by State Water Resources Control Board Order No. 2022-0103-DWQ

By consensus *(Sylvester, Wolf, Anderson, Anstead),* the City Council changed the order of the Agenda and moved Item No. 11 to follow the Consent Calendar.

CHANGE IN ORDER OF AGENDA - DISCUSSION / ACTION

11. Discussion Regarding E-Bicycles Rules and Regulations

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:

Emily Scharpf, Agoura Hills
Ed Frank *(submitted photographs)*

The City Council provided feedback and direction on the Electric Bicycle Options presented. Council consensus (*Sylvester, Wolf, Anderson, Anstead*) was toward Option 3 for both the Regulation of E-Bikes on Sidewalks and in Parks.

No formal action was required on this item.

ORDINANCE / INTRODUCTION

10. Introduce and Waive Full Reading of Ordinance No. 25-480; Adopting by Reference the 2025 Edition of the California Buildings Standards Code Comprised of the 2025 Editions of the Administrative, Building, Residential, Electrical, Mechanical, Plumbing, Energy, Wildland Urban Interface, Historical Building, Fire, Existing Building, Green Building Standards, and Referenced Standards Code, and the 2024 Edition of the International Property Maintenance Code, and Amending Articles III and VIII of the Agoura Hills Municipal Code, Approving a CEQA Exemption Determination, and Set a Public Hearing for November 12, 2025

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

No public comments were received.

Following deliberations, Mayor Sylvester called for a motion and second to approve the staff recommendation to introduce and waive further reading of

Ordinance No. 25-480 and set the Public Hearing for the adoption of the Ordinance for Wednesday, November 12, 2025.

ACTION: Councilmember Anstead moved to approve the staff recommendation. Councilmember Anderson seconded. The motion carried 4-0, by the following roll call vote:

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

NOES: None.

ABSTAIN: None.

ABSENT: Councilmember Klein Lopez.

DISCUSSION / ACTION

11. Discussion Regarding E-Bicycles Rules and Regulations

This item was moved to follow the Consent Calendar.

12. Discussion to Consider the Approval of the City of Agoura Hills 2025 Wildfire Risk Assessment Report

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, Agoura Hills
Mary Wiesbrock, Agoura Hills, representing Save Open Space

The following person(s) spoke:

Jay Crutcher, Agoura Hills

Following deliberations, Mayor Sylvester called for a motion and second to approve the staff recommendation to approve the 2025 Agoura Hills Community Wildfire Risk Assessment Report.

ACTION: Mayor Pro Tem Wolf moved to approve the staff recommendation. Councilmember Anderson seconded. The motion carried 4-0, by the following roll call vote:

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

NOES: None.

ABSTAIN: None.

ABSENT: Councilmember Klein Lopez.

CITY COUNCIL, STAFF COMMENTS

Mayor Pro Tem Wolf wished Mayor Sylvester a very Happy (belated) Birthday.

Mayor Sylvester provided an update on the Zone 0 Forestry Committee that was meeting tomorrow.

Assistant City Manager Adeva invited the community to the State of the City 2025 and Mayor's Art Show scheduled for Thursday, November 6, 2025, at the Recreation and Event Center, with doors will opening at 5:00 p.m. and the program starting at 6:00 p.m.

Director of Community Services Brink announced the One City, One Book event with author Nita Prose will be held at the Event Center on Thursday, November 13, 2025, at 6:00 p.m., noting attendees must RSVP online to attend the event.

ADJOURNMENT

At 8:22 p.m., Mayor Sylvester announced the next Regular City Council Meeting would be held at 6:00 p.m., on Wednesday, November 12, 2025, in the Council Chambers of the Civic Center and adjourned the meeting.

Kimberly M. Rodrigues, MPPA, MMC
City Clerk

CITY OF AGOURA HILLS

REPORT TO CITY COUNCIL

DATE:	**DECEMBER 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. 943**

Demand Warrant No. 943 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. 943.

Attachments

DWR 943

December 10, 2025

DEMAND WARRANT REGISTER NO. NINE HUNDRED FORTY-THREE

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

Nathan Hamburger, City Manager

CITY OF AGOURA HILLS

11/7/2025	118863	Accenture LLP	LVMCOG Pre-Construction Services Aug/Sep 2	10,685.00
11/7/2025	118864	The Acorn Newspapers	Public Notice	875.20
11/7/2025	118865	Agoura High School Key Club	Community Grant	400.00
11/7/2025	118866	Agoura Hills Fire Safe Council	Home Haredening Program-Reimbursment Gr	675.00
11/7/2025	118867	Alaina Stark	11/12/2025 Harp Performance	300.00
11/7/2025	118868	Bold Plumbing Inc.	Plumbing Services - Forest Cove Park	1,647.93
11/7/2025	118869	City of Thousand Oaks Transit	DAR Services Sept 2025	11,184.09
11/7/2025	118870	CivicPlus, LLC	Annual Sunscription Dec 2025-Dec 2026	2,668.05
11/7/2025	118871	Coastal Event Lighting and Production	State of the City event	1,760.00
11/7/2025	118872	Conejo Valley Tourism Improvement District Inc	CV tourism 3rd QTR 2025	152,855.68
11/7/2025	118873	Delphine G. Herrera	Instructor Oct 2025	1,019.00
11/7/2025	118874	Digital Assurance Corp	Annual ProfessionalService Fee	3,000.00
11/7/2025	118875	Fedex	Shipping Oct 2025	27.25
11/7/2025	118876	Foster & Foster Consulting Actuaries Inc	GASb 75 Report	3,000.00
11/7/2025	118877	Geodynamics	Geotechnical Review Services	2,451.25
11/7/2025	118878	GSG Protective Services	City Hall Security 10/20-10/26	345.00
11/7/2025	118879	Landscape Structures	Playground Equipment Sales Tax Coreection	527.74
11/7/2025	118880	Laura Witham	Secutity Deposit Refund	1,035.00
11/7/2025	118881	M & L Partnership	Fingerprinting October 2025	52.50
11/7/2025	118882	Natalie Garcia	Security Deposit Refund	1,875.75
11/7/2025	118882	Natalie Garcia	Security Deposit Refund	-1,875.75
11/7/2025	118883	NetFile, Inc.	Annual Sunscription	4,000.00
11/7/2025	118884	Richards, Watson & Gershon	Professional Legal Services Sept 2025	32.00
11/7/2025	118885	Ricoh USA, Inc	Copier Lease Nov 2025	818.14
11/7/2025	118886	RMG Communications	State of the City event	5,016.80
11/7/2025	118887	Rms Printing Llc	RAD Activities	603.63
11/7/2025	118888	Ronald F. Troncatty	Monthly Services Oct 2025	1,825.00
11/7/2025	118889	SaberDome Corp	Monthly Services Nov 2025	12,016.20
11/7/2025	118890	San Fernando Valley Community Mental Health Center, Inc.	Interim Housing Services	7,500.00
11/7/2025	118891	Signature Signs	Replacmeent "Play Area" Kiosk Panel	453.15
11/7/2025	118892	Smith Pipe & Supply Inc.	Supplies Kanan and Reyes	1,694.27
11/7/2025	118893	Solid Waste Solutions, Inc.	Film Permits	8,854.25
11/7/2025	118894	South Central Planning and Development Commission	Permitting Software Sep/Oct 2025	3,066.66
11/7/2025	118895	Southern California Edison	Utilities	20,319.64
11/7/2025	118896	Staples	Office Supplies	133.83
11/7/2025	118897	Total Access Evevator LLC	Maintenance Nov 2025	155.00
11/7/2025	118898	TPX Communications	Telephone Oct-Nov	806.56
11/7/2025	118899	Triad Group	Application Withdrawn	2,243.00
11/7/2025	118900	Ventura Transit Systems	Transportation Services	6,060.00
11/7/2025	118901	West Coast Promotional Solutions	State of the City	2,126.36
11/14/2025	118902	A Rental Connection	Rental Equipment - State of the City	7,908.45
11/14/2025	118903	AC Energy Systems	CO System Service Aug 2025	785.00
11/14/2025	118904	Agoura Lock Technologies	Lock Repair - Rec Center	195.00
11/14/2025	118905	All City Management	Crossing Guard Services Aug & Sep 2025	16,694.78
11/14/2025	118906	At&t Mobility	I-Pad Connect Oct 2025	814.26
11/14/2025	118907	B Safe Playground Inspection Services, Inc	Site Visit Equipment Layout - Morrison Park	375.00
11/14/2025	118908	Barco Products	Message Board Glass - Old Agoura	141.40
11/14/2025	118909	Brightview Landscape Services	Landscape Maintenance Sep & Oct 2025	75,782.59
11/14/2025	118910	Brodersen Associates	Landscape Architecture Sep 2025	2,628.75
11/14/2025	118911	Capital Industrial Medical Supply Co.	City Hall Medical Supplies	208.01
11/14/2025	118912	Carol Nelson	Refund Cancelled Class	2.50
11/14/2025	118913	Cathleen Miller	Refund Cancelled Class	2.50
11/14/2025	118914	Charis Jones	Security Deposit Refund 10/17/2025	1,000.00
11/14/2025	118915	Cindy Tamoush	Refund Security Deposit	1,000.00
11/14/2025	118916	CoStar Realty Information, Inc.	CoStar Suite Nov 2025	995.00
11/14/2025	118917	Direct Tv	TV Access - Oct 2025	182.08
11/14/2025	118918	Dudek	Oak Tree Project - Phase 2	1,946.70

CITY OF AGOURA HILLS

11/14/2025	118919	Envicom Corporation	Chesebro Senior Housing Project Oct 2025	2,483.85
11/14/2025	118920	Executive Facilities Services, Inc	Janitorial Services Nov 2025	2,437.75
11/14/2025	118921	Fariba Mahgerefteh	Refund Cancelled Class	2.50
11/14/2025	118922	Jackeelyn Mendoza	Refund Security Deposit	1,000.00
11/14/2025	118923	Jeff Wachtel	Reimbursement for CERT Supplies	83.52
11/14/2025	118924	Ooma, Inc.	AirDial Services Oct 2025	585.63
11/14/2025	118925	Prudential Overall Supplies	Rec Center Mats	152.49
11/14/2025	118926	Reserve Account Pitney Bowes	Postage - 10715282	500.00
11/14/2025	118927	Revize LLC	Annual Maintenance/Hosting 2025	12,700.00
11/14/2025	118928	Round Star West LLC	Instructor - Soccer Fall 2025	2,503.20
11/14/2025	118929	Rrm Design Group	ADU 2025 Code Update	1,361.75
11/14/2025	118930	Smith Pipe & Supply Inc.	Irrigation Supplies - Kanan Blvd Median	246.00
11/14/2025	118931	Southern California Edison	Utilities-11/13/25	1,819.58
11/14/2025	118932	Staples	Supplies	41.27
11/14/2025	118933	Tammy Dickenson	Refund Security Deposit	790.00
11/14/2025	118934	Trinece Rose	Travel Reimbursement - Code Conf Oct 2025	255.54
11/14/2025	118935	Turbodata	Citation/Notice Processing Oct 2025	200.00
11/14/2025	118936	Underground Service Alert	AGRH Ticket Charges & Monthly Maint Fee	40.00
11/14/2025	118937	Vant System	Service Call Garage Security Camera	149.00
11/14/2025	118938	Venco Electric Inc.	Electrical Lighting Repair - Rec Center	3,453.00
11/14/2025	118939	Yolanda Duran-Munzlinger	Refund Cancelled Classes	10.00
11/14/2025	118940	Void	Void	-
11/14/2025	118941	Executive Facilities Services, Inc	Janitorial Services Reyes Adobe Nov 2025	327.11
11/19/2025	118943	Swickard TOG, LLC	Vehicle Purchase	133,500.00
11/20/2025	118944	Agoura Hills Fire Safe Council	Reimbursement for fire prevention	676.64
11/20/2025	118945	Andrew Heath	Professional Services	4,347.50
11/20/2025	118946	AT&T	Internet Services	213.29
11/20/2025	118947	Berg & Associates, Inc.	Ladyface Greenway Project	164,952.72
11/20/2025	118948	Blue Table	One City, One Book	2,523.50
11/20/2025	118949	Brodersen Associates	Landscape Architectural Services	9,245.00
11/20/2025	118950	Bureau Veritas America	Building and Planning Professional Services	8,889.00
11/20/2025	118951	C.E. Pickup Company, Inc.	MPR Wall Maintenance	1,780.00
11/20/2025	118952	Cal State Site Services	Portale Restrooms Morrison Park	510.24
11/20/2025	118953	City And County Engineers Asoc	Membership Renewal	100.00
11/20/2025	118954	County of Los Angeles Department of Public Works	Driver Drain Improvements	25,427.57
11/20/2025	118955	CrimsonCardinal, LLC	Security Deposit Refund	1,100.00
11/20/2025	118956	Dallas Schaefer	Security Deposit Refund	1,000.00
11/20/2025	118957	Dario Eminente	Security Deposit Refund	256.91
11/20/2025	118958	Department Of Justice	Fingerprinting Oct 2025	147.00
11/20/2025	118959	Dept Of Animal Care & Control	Animal Control Services Sept 2025	6,546.01
11/20/2025	118960	Durham School Service	Charter Bus Mariposa School	707.76
11/20/2025	118961	GMZ Engineering, Inc.	Ladyface Greenway Project	714,553.97
11/20/2025	118961	GMZ Engineering, Inc.	Ladyface Greenway Project	-714,553.97
11/20/2025	118962	Gotem, Inc.	Pest Control Professional Services	660.00
11/20/2025	118963	GSG Protective Services	Event Security Services	5,813.10
11/20/2025	118964	Jacqueline Hindman	Security Deposit Refund	1,035.00
11/20/2025	118965	Los Angeles County Sheriff Department	Public Safety Services	2,282.22
11/20/2025	118966	Los Angeles County Sheriff's	Public Safety Services	483,387.12
11/20/2025	118967	m6 Consulting, Inc.	Building and Planning Professional Services	41,335.22
11/20/2025	118968	Malibu BC, LLC	Catering Services - State of The City	5,720.00
11/20/2025	118969	Mdg Associates	Housing and Morrison Park Contract Services	1,531.00
11/20/2025	118970	Melisa Caric	GIS Contract Services	2,600.00
11/20/2025	118971	Natalie Olson	Security Deposit Refund	1,000.00
11/20/2025	118972	National Utility Locators LLC	Utility Locating Oct 2025	1,700.00
11/20/2025	118973	Pegasus Studios	Broadcast Services Oct 2025	1,750.00
11/20/2025	118974	PermiTech Solutions Corporation	Ham radio	420.00
11/20/2025	118975	R P Barricade	RAD Road Closures	5,416.62

CITY OF AGOURA HILLS

11/20/2025	118976	Richards, Watson & Gershon	Legal Professional Services	39,604.91
11/20/2025	118977	Rincon Consultants	Canwood St/Bike Master Plan Professional Sei	5,889.00
11/20/2025	118978	Smith Pipe & Supply Inc.	Supplies City Hall	834.07
11/20/2025	118979	Southern California Edison	Utility Professional Services	785.20
11/20/2025	118980	Southern California Gas Comp	Utility Professional Services	967.51
11/20/2025	118981	Spectrum Enterprise	Internet Coverage	634.98
11/20/2025	118982	Staples Business Advantage	Office Supplies	393.27
11/20/2025	118983	State Water Resources Control	Annual Permit Fee 7/1/25-6/30/26	10,920.00
11/20/2025	118984	Sunbelt Controls	Quarterly Maintenance	1,486.50
11/20/2025	118985	The Acorn Newspapers	Public Ads Announcements	405.34
11/20/2025	118986	Total Access Elevator LLC	Annual Testing Nov 2025	1,300.00
11/20/2025	118987	Twining Laboratories	Professional Services	2,934.08
11/20/2025	118988	Us Bank Corp. Payment System	Credit Cards Oct 2025	20,330.63
11/20/2025	118989	West Coast Air Conditioning	HVAC Maintenance	3,268.29
11/20/2025	118990	Us Bank Corp. Payment System	Reconciling Invoice	42.87

Demand Register No. 943

PASSED, APPROVED, AND ADOPTED this 10th day of December, 2025, by the following vote to wit:

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

_____
Mayor

ATTEST:

_____
Kimberly M. Rodrigues, MMC, City Clerk

CITY OF AGOURA HILLS

REPORT TO CITY COUNCIL

DATE:	**DECEMBER 10, 2025**
TO:	**HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL**
FROM:	**NATHAN HAMBURGER, CITY MANAGER**
BY:	**KELLY FISHER, DEPUTY DIRECTOR OF PUBLIC WORKS** **CHARMAINE YAMBAO, DIRECTOR OF PUBLIC WORKS DIRECTOR / CITY ENGINEER**
SUBJECT:	**APPROVE REJECTION OF BID FOR LOW FLOW STORM DRAIN DIVERSION PROJECT; NIB #25-02, AND REQUEST AUTHORIZATION TO RE-BID LOW FLOW STORM DRAIN DIVERSION PROJECT; NIB #25-02B**

On May 8, 2024, the City Council authorized staff to seek bids for the Low Flow Storm Drain Diversion Project; NIB #24-06. The scope of work included installing ten (10) precast manhole structures in order to re-direct the urban water from the storm drains to the adjacent public sewer lines during the dry weather season, as well as, the first tenth of an inch of flow from the first storm of the wet-weather season, which can carry pollutants that are harmful to the environment. The sewer systems would then convey the flows to the Tapia Water Reclamation Facility for treatment.

Despite advertising the project for over a month, the City only received one (1) bid which was significantly higher than the original engineer's estimate. Since no other bids were submitted, a bid comparison was not feasible to determine whether the unit prices in the bid were competitive. On December 11, 2024, the City Council rejected the bid and authorized staff to seek bids for a revised bid package.

The City began advertising the Low Flow Storm Drain Diversion Project; NIB #25-02 on February 28, 2025, which reduced the amount of diversion structures in the base bid to six (6). The remaining four structures were included as additional alternatives in the event the bids costs were favorable.

On April 1, 2025, the City received bids from three (3) contractors. The base bid results were as follows:

J Vega Engineering, Inc.	**$2,339,322.50**
CEM Construction Corp.	$2,576,650.00
Mike Bubalo Construction Co., Inc.	$3,332,495.00

Staff reviewed the J Vega Engineering, Inc., bid submittal and deemed their bid responsive and acceptable. However, due to a delay in receiving the Measure W Safe, Clean Water Program (SCWP) Regional Transfer Agreement, staff felt it was in the best interest of the City not to move forward with a construction contract until the SCWP funding was secured.

With the anticipated execution of the SCWP Regional Transfer Agreement in the next two months, staff reached out to J Vega Engineering, Inc., to offer them the opportunity to construct the project at their original bid price. Unfortunately, due to increase in labor and material costs over the past year, they would not be able to complete the work as originally proposed.

Staff reviewed the bid package and believes re-bidding the current bid package will ensure the City is receiving competitive prices. It should be noted the City must reject the bids listed above prior to soliciting new bids.

Pending approval by the City Council, the tentative schedule to re-bid the project would be as follows:

- Advertise Bids – December 2025
- Open Bids – February 2026
- Award Contract – March 2026
- Start Construction – May/June 2026 (Contingent upon lead times for materials)

FISCAL IMPACT

The Project is funded through a combination of Measure W (Regional), Measure W (Local), Proposition 1 Round 1 Integrated Regional Water Management Funds, and City Storm Water Capital Project Funds. There is no fiscal impact associated with the rejection of the bid and the authorization to re-bid the project.

RECOMMENDATION

Staff respectfully recommends the City Council:

1. Reject all bids received for the Low Flow Storm Drain Diversion Project; NIB #25-02; and
2. Authorize staff to re-bid the Low Flow Storm Drain Diversion Project; NIB #25-02B.

CITY OF AGOURA HILLS

REPORT TO CITY COUNCIL

DATE:	**DECEMBER 10, 2025**
TO:	**HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL**
FROM:	**NATHAN HAMBURGER, CITY MANAGER**
BY:	**BRIAN WOODWORTH, PUBLIC WORKS PROJECT MANAGER** **CHARMAINE YAMBAO, DIRECTOR OF PUBLIC WORKS DIRECTOR / CITY ENGINEER**
SUBJECT:	**APPROVE NOTICE OF COMPLETION, WITH JT CONSTRUCTION GROUP, INC., FOR FISCAL YEAR 2025-26 CONCRETE REPAIR PROJECT; NIB #25-03**

On June 11, 2025, the City Council awarded the Fiscal Year 2025-26 Annual Concrete Repair Project; NIB 25-03 (Project) to JT Construction Group, Inc., in the amount of $43,400. In addition, contingency funds in the amount of $25,000 were authorized at that time.

The scope of work consisted of replacing and grinding damaged concrete sidewalk panels and construction of ADA ramps throughout the City that were identified in the Fiscal Year 2023-24 Concrete Infrastructure Assessment. The Project's scope of work included the following:

- Removing and replacing approximately 2,454 square feet of sidewalk;
- Grinding approximately 364 linear feet of lifted sidewalks; and
- Construction of one (1) ADA ramp.

The Project had one (1) change order in the amount of $8,605.25. The change order was due to on-site field changes to sidewalk locations that were originally designated for grinding, but the lift was too high to grind, necessitating removal and replacement of the panels. In addition, the ADA ramp was removed from the Project due to timing and coordination with the City's annual pavement rehabilitation project, resulting in a credit. Instead the ADA ramp was completed as part of the City's annual pavement project this past summer. The following is a breakdown of the costs associated with the one change order:

1. Additional Concrete Sidewalk Repairs	$16,305.25
2. Reduction in Sidewalk Grinding Quantities (Credit)	($900.00)
3. Removal of ADA Ramp Bid Item (Credit)	($6,800.00)
	Total: $8,605.25

A summary of the total project costs for the Project is shown below in Table A.

Table A - Summary of Total Project Costs	
Original Contract Amount	$43,400.00
Total Change Order Costs	$8,605.25
Revised Contract Amount	$52,005.25
Total Budget	$95,000.00

The work was performed to the satisfaction of the staff and is expected to serve the community well for many years to come.

FISCAL IMPACT

The final revised contract amount of $52,005.25 is within the budget authorized for the Project. A combination of Measure “M” (Local) Funds (064-4640-6310.00) and Transportation Development Act (TDA) Article 3 Funds (260-4640-6301.00) funded the Project.

RECOMMENDATION

Staff respectfully recommends the City Council:

1. Approve, and accept as complete, the work of JT Construction Group, Inc for the Fiscal Year 2025-26 Annual Concrete Repair Project; NIB 25-03; and
2. Authorize the Director of Public Works to sign the Notice of Completion for the project and authorize the City Clerk to forward the Notice of Completion to the County Recorder for recordation.

Attachments

NOC - NIB #25-03.pdf

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

NAME: CITY OF AGOURA HILLS
STREET ADDRESS: 30001 Ladyface Court
CITY, STATE, ZIP: Agoura Hills, CA 91301

SPACE ABOVE THIS LINE FOR RECORDER'S USE

NOTICE OF COMPLETION

Notice pursuant to Civil Code Section 3093, must be filed within 10 days after completion. (See reverse side for Complete requirements.) Notice is hereby given that:

1. The undersigned is owner or corporate officer of the owner of the interest or estate stated below in the property hereinafter described:
2. The full name of the owner is City of Agoura Hills
3. The full address of the owner is 30001 Ladyface Court, Agoura Hills, CA 91301
4. The nature of the interest or estate of the owner is: In fee.

   *

   (IF OTHER THAN FEE, STRIKE "IN FEE" AND INSERT, FOR EXAMPLE, "PURCHASER UNDER CONTRACT OF PURCHASE, OR "LESSEE")
5. The full names and full addresses of all persons, if any, who hold title with the undersigned as joint tenants or as tenants in common are:

   NAMES ADDRESSES
6. The full names and full addresses of the predecessors in interest of the undersigned, if the property was transferred subsequent to the commencement of the work or improvements herein referred to:

   NAMES ADDRESSES
7. A work of improvement on the property hereinafter described was completed on 11-10-2025 The work done was:

   FY 2025-26 Concrete Repair Project; NIB #25-03
8. The name of the contractor, if any, for such work of improvement was JT Construction Group, Inc.

   (IF NO CONTACTOR FOR WORK OF IMPROVEMENT AS A WHOLE, INSERT "NONE") (DATE OF CONTRACT)
9. The property on which said work of improvement was completed is in the City of Agoura Hills, County of Los Angeles and described as follows:

   Various locations throughout the City of Agoura Hills
10. The street address of said property is None

    (IF NO STREET ADDRESS HAS BEEN OFFICIALLY ASSIGNED, INSERT "NONE".)

Dated: _____

Kimberly M. Rodrigues, MMC, City Clerk, City of Agoura Hills (SIGNATURE OF OWNER OR CORPORATE OFFICER OF OWNER NAMED IN PARAGRAPH 2 OR HIS AGENT)

VERIFICATION

I, the undersigned, say: I am the Director of Public Works/City Engineer , the declarant of the foregoing notice of completion;
('PRESIDENT OF ", "MANAGER OF", "PARTNER OF", "OWNER OF", ETC.)

I have read said notice of completion and know the contents thereof; the same is true of my own knowledge. I declare under penalty of perjury that the foregoing is true and correct.

Executed on 12/10/2025 (Date) at Agoura Hills, County of Los Angeles, California (City, County, & State)

Charmaine Yambao, P.E.

(Personal signature of the individual who is swearing that the contents of the Notice of Completion is true.)

CITY OF AGOURA HILLS

REPORT TO CITY COUNCIL

DATE:	**DECEMBER 10, 2025**
TO:	**HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL**
FROM:	**NATHAN HAMBURGER, CITY MANAGER**
BY:	**CHARMAINE YAMBAO, DIRECTOR OF PUBLIC WORKS DIRECTOR / CITY ENGINEER**
SUBJECT:	**APPROVE FIRST AMENDMENT TO AGREEMENT FOR CONSULTANT SERVICES, WITH BERG & ASSOCIATES, INC., FOR CONSTRUCTION MANAGEMENT SERVICES RELATED TO THE LADYFACE GREENWAY PROJECT**

This report seeks City Council approval of additional construction management services to the Agreement for Consultant Services with Berg & Associates, Inc. (Berg) related to construction of the Ladyface Greenway Project. The Ladyface Greenway Project (Project) consists of constructing a new greenway over an existing rectangular concrete-lined runoff channel that is owned and maintained by the Los Angeles County Flood Control District (LACFCD).

On October 11, 2023, the City entered into an agreement with Berg to provide construction management services, including pre-construction services, during construction for the Project. Construction management services are crucial in assisting staff during the construction phase of a project with the size, depth and complexity, and high-profile/community impact that comes with Ladyface Greenway. The scope of work involved as part of Berg's construction management includes:

- pre-construction services, including constructability review;
- bid assistance and management;
- construction contract administration;
- construction observation and inspection;
- public outreach, including close coordination with the Whizin Market Square;
- permit compliance;
- utility coordination for SCE undergrounding and Las Virgenes Municipal Water District pump station improvements;
- construction scheduling monitoring;
- change order and progress payment management;
- weekly progress meetings;
- claims assistance, if necessary;
- final punch list;
- as-built drawings; and
- project closeout.

Construction activities started in August 2024. The first construction activities for the Project included pile drilling. The soils encountered during drilling were continuous hard rock through approximately half of the project area. The site condition of hard rock was unanticipated site conditions changes and resulted in an estimate of 4-5 months additional time to complete the drilling. Additionally, Berg provided specialized construction engineering services for data analysis, scheduling evaluation, and documentation of the contractor's proposed change order/claims for hard rock drilling.

Due to these project site condition changes and change order/claims, Berg has requested additional compensation for the increased construction management services to cover the technical complexities encountered during pile drilling, and time extension for the additional 4-5 months to Project completion.

Based on Section 5.A of the Agreement, any additional compensation over 10% of the contract amount requires approval by the City Council. In order for Berg to continue providing construction management services for the Project, staff is seeking approval of the First Amendment to the Agreement to allow for an additional $575,000 for a revised total Agreement of $2,074,890.

The term of the Agreement is proposed to be extended to June 30, 2027, more than enough time to cover expected completion of the Project, estimated for Summer 2026.

The scope of work and all other terms and conditions of the Agreement are not expected to change and remain the same as previously approved.

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

FISCAL IMPACT

The Project is fully funded through a combination of State Earmark dollars awarded by former Assemblymember Bloom, the Los Angeles County Metropolitan Transit Authority (Measure R and M Funds) approved by the Las Virgenes-Malibu Council of Governments, Measure W (Local), and Memorandum of Agreement with Las Virgenes Municipal Water District.

There is no fiscal impact to the City's General Fund from the First Amendment to the Agreement for Consultant Services with Berg.

RECOMMENDATION

Staff respectfully recommends the City Council approve the First Amendment to the Agreement for Consultant Services, with Berg & Associates, Inc., for construction management services related to the Ladyface Greenway Project.

Attachments

First Amendment - Berg & Associates.pdf

Docusign Envelope ID: 5B87D4F5-A670-4048-9829-A2BE835DE73B

FIRST AMENDMENT TO AGREEMENT FOR CONSULTANT SERVICES WITH THE CITY OF AGOURA HILLS

NAME OF CONTRACTOR:	Berg & Associates, Inc.
RESPONSIBLE PRINCIPAL OF CONSULTANT:	Attn: Deborah Berg, MPA
CONSULTANT'S ADDRESS:	302 West 5th Street, Suite 210 San Pedro, CA 90731
CITY'S ADDRESS:	City of Agoura Hills 30001 Ladyface Court Agoura Hills, CA 91301 Attn: City Manager
PREPARED BY:	Charmaine Yambao
COMMENCEMENT DATE:	October 11, 2023
TERMINATION DATE:	June 30, 2027
CONSIDERATION:	Amendment Amount: $575,000.00 Total Contract Price Not to Exceed: $2,074,890.00/yr (1st Amendment of $575,000.00 increased Original contract of $1,499,890.00 to $2,074,890.00)

Docusign Envelope ID: 5B87D4F5-A670-4048-9829-A2BE835DE73B

FIRST AMENDMENT TO AGREEMENT BETWEEN CITY OF AGOURA HILLS AND BERG & ASSOCIATES, INC.

Ladyface Greenway Project

THIS FIRST AMENDMENT is made and entered into as of December 10, 2025, by and between the City of Agoura Hills, a municipal corporation (hereinafter referred to as "City"), and Berg & Associates, Inc., a Corporation, (hereinafter referred to as "Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

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

a. On October 11, 2023, the City and Consultant entered into that certain Agreement entitled "Agreement for Consultant Services," in the amount of One Million Four Hundred Ninety-nine Thousand Eight Hundred Ninety Dollars and Zero Cents ($1,499,890.00).

b. The parties now desire to extend the term of the agreement to June 30, 2027, increase the payment in the amount of Five Hundred Seventy-Five Thousand Dollars and Zero Cents ($575,000.00), and to amend the Agreement as set forth in this Amendment.

2. Section 1 of the Agreement entitled "**TERM**" is hereby amended to read as follows:

> "This Agreement shall remain and continue in effect until tasks herein are completed, but in no event later than June 30, 2027 unless sooner terminated pursuant to the provisions of this Agreement."

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

> "The City agrees to pay Contractor monthly, in accordance with the payment rates and schedules and terms set forth in Exhibit B, Payment Rates and Schedule, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. Any terms in Exhibit B, other than the payment rates and schedule of payment, are null and void. The First Amendment amount shall not exceed Five Hundred Seventy-Five Thousand Dollars and Zero Cents ($575,000.00) for extended construction schedule for a total Agreement amount of Two Million Seventy-Four Thousand Eight Hundred Ninety Dollars and Zero Cents ($2,074,890.00)."

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

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

Docusign Envelope ID: 5B87D4F5-A670-4048-9829-A2BE835DE73B

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

CONSULTANT
Berg & Associates, Inc.
302 West 5th Street, Suite 210, San Pedro, CA 90731
Deborah Berg, MPA
Office: 310-548-9292
deborah@bergcm.com

By: Signed by: Deborah Berg 77FA3F8CCD3340B...

Print Name: Deborah Berg

Title: President

By: DocuSigned by: EF57CA7EBECA455...

Print Name: Alicia Berg

Title: Vice President

[Signatures of Two Corporate Officers Required]

CITY OF AGOURA HILLS

REPORT TO CITY COUNCIL

DATE:	**DECEMBER 10, 2025**
TO:	**HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL**
FROM:	**NATHAN HAMBURGER, CITY MANAGER**
BY:	**CHARMAINE YAMBAO, DIRECTOR OF PUBLIC WORKS DIRECTOR / CITY ENGINEER**
SUBJECT:	**APPROVE SEVENTH AMENDMENT TO AGREEMENT FOR DESIGN PROFESSIONAL CONSULTANT SERVICES, WITH KIMLEY-HORN AND ASSOCIATES, INC., FOR ADDITIONAL ENGINEERING DESIGN SERVICES AND TERM EXTENSION FOR THE KANAN ROAD/AGOURA ROAD ULTIMATE INTERSECTION IMPROVEMENTS PROJECT**

This report seeks City Council approval of a seventh amendment to the agreement with Kimley-Horn and Associates, Inc., (KHA) for additional engineering design services and term extension for the Kanan Road/Agoura Road Ultimate Intersection Improvements Project (Project).

KHA is currently under contract to complete the final design of the Project, which includes plans, specifications and estimates for construction of the Project, and right-of-way engineering. The new signalized intersection was included as a central element of the Agoura Village Specific Plan (AVS)), and its design was planned as a “gateway” between the City and the Santa Monica Mountains.

The final steps for the design of the Project included approval of the Gateway Entry Monument conceptual design, which are part of the final plans, specifications and estimates for construction of the Project. On May 14, 2025, the City Council provided feedback and final direction on the City Gateway Entry Monument design and directed staff to proceed with the final design of the Project.

To complete the final design package for construction, KHA requested additional compensation in the amount of $119,200 for change in scope of increased design engineering services for final plans, specifications, and estimates, to include final design of the City Gateway Entry Monument, costs for right-of-way documentation, and utility relocation coordination, including undergrounding efforts. Additionally, a term extension was requested for an estimated 15 months to complete the final design and right-of-way engineering services.

There is an executed Memorandum of Understanding (MOU) between the City and the Los Angeles County Metropolitan Transportation Authority (Metro) to fund the design of the Project through Measure R. Additional Measure M funds were approved and appropriated by Metro for the final design, right-of-way, and construction of the Project. The term of KHA’s contract was set to expire by end of Fiscal Year 2024-25, but with the amendment to the MOU still not finalized, and the proposed additional cost from KHA exceeding the City’s MOU with Metro, the City Council on June 25, 2025, approved the sixth amendment to KHA’s contract, extending the term to June 30, 2026, with an expectation that staff would return to the City Council to request approval of a seventh amendment to KHA’s agreement for additional engineering services and compensation in the amount of $119,200, once the amendment to the MOU with Metro was completed.

In November 2025, Metro finalized the amended and reintstated MOU to fund final design, right-of-way, and construction of the Project through Measure R and M. Staff recommends approval of the seventh amendment to the KHA's agreement, which also includes a term extension to June 30, 2027.

The next steps will be final design of the Project, followed by right-of-way process.

All other terms and conditions of the Agreement are not expected to change and remain the same as previously approved.

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

FISCAL IMPACT

Funding was appropriated in the Fiscal Year 2025-26 City Council Budget to fund the design and right-of-way of the Project through Measure R and M.

RECOMMENDATION

Staff respectfully recommends the City Council:

1. Approve the Seventh Amendment to the Agreement for Design Professional Consultant Services with Kimley-Horn and Associates, Inc.; and
2. Authorize the Mayor to sign the Amendment on behalf of the City Council.

Attachments

Seventh Amendment - Kimley-Horn and Associates, Inc.pdf

Docusign Envelope ID: 54F3CBFB-B4CD-43C7-A512-A6738D0EC0B8

SEVENTH AMENDMENT TO AGREEMENT FOR DESIGN PROFESSIONAL CONSULTANT SERVICES WITH THE CITY OF AGOURA HILLS

NAME OF CONSULTANT:	Kimley-Horn and Associates, Inc.
RESPONSIBLE PRINCIPAL OF CONSULTANT:	Attn: Sri Chakravarthy, P.E., T.E.
CONSULTANT'S ADDRESS:	660 S. Figueroa Street, Ste 2050 Los Angeles, CA 90017
CITY'S ADDRESS:	City of Agoura Hills 30001 Ladyface Court Agoura Hills, CA 91301 Attn: City Manager
PREPARED BY:	Charmaine Yambao
COMMENCEMENT DATE:	July 1, 2025
TERMINATION DATE:	June 30, 2027
CONSIDERATION:	Amendment Amount: $119,200.00 Total Contract Price Not to Exceed: $ 1,206,985.00/yr (1st Amendment of $465,179.00 increased Original contract of $299,986.00 to $765,165.00; 2nd Amendment of $207,200.00 increased contract to $972,365.00; 3rd Amendment of $65,220.00 increased contract to $1,037,585.00; 4th Amendment of $50,200.00 increased contract to $1,087,785.00; 5th Amendment was zero $ increase; 6th Amendment was zero $ increase; 7th Amendment of $119,200.00 increased contract to $1,206,985.00)

Docusign Envelope ID: 54F3CBFB-B4CD-43C7-A512-A6738D0EC0B8

SEVENTH AMENDMENT TO AGREEMENT BETWEEN CITY OF AGOURA HILLS AND KIMLEY-HORN AND ASSOCIATES, INC.

Kanan Road/Agoura Road Ultimate Intersection Improvements Project

THIS SEVENTH AMENDMENT is made and entered into as of December 10, 2025 by and between the City of Agoura Hills, a municipal corporation (hereinafter referred to as “City”), and Kimley-Horn and Associates, Inc., a Corporation (hereinafter referred to as "Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

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

a. On February 11, 2015, the City and Consultant entered into that certain Agreement entitled “Agreement for Design Professional Consultant Services between the City of Agoura Hills and Kimley-Horn and Associates, Inc.”, in the amount of Two Hundred Ninety-Nine Thousand Nine Hundred Eighty-Six Dollars and Zero Cents ($299,986.00).

b. On October 28, 2020, the City and Consultant entered into the First Amendment to that certain Agreement entitled “Agreement for Design Professional Consultant Services between the City of Agoura Hills and Kimley-Horn and Associates, Inc.” to add additional design services, extend the term of the agreement to June 30, 2022, and increase the payment in the amount of Four Hundred Sixty-Five Thousand One Hundred Seventy-Nine Dollars and Zero Cents ($465,179.00).

c. On September 8, 2021, the City and Consultant entered into the Second Amendment to that certain Agreement entitled “Agreement for Design Professional Consultant Services between the City of Agoura Hills and Kimley-Horn and Associates, Inc.” to add scope of work and increase the payment in the amount of Two Hundred Seven Thousand Two Hundred Dollars and Zero Cents ($207,200.00).

d. On January 25, 2023, the City and Consultant entered into the Third Amendment to that certain Agreement entitled “Agreement for Design Professional Consultant Services between the City of Agoura Hills and Kimley-Horn and Associates, Inc.” to add scope of work, extend the term of the agreement to June 30, 2024, increase the payment in the amount of Sixty-Five Hundred Two Hundred Twenty Dollars and Zero Cents ($65,220.00).

e. On April 26, 2023, the City and Consultant entered into the Fourth Amendment to that certain Agreement entitled “Agreement for Design Professional Consultant Services between the City of Agoura Hills and Kimley-Horn and Associates, Inc.” to add scope of work, and increase the payment in the amount of Fifty Thousand Two Hundred Dollars and Zero Cents ($50,200.00).

f. On July 10, 2024, the City and Consultant entered into the Fifth Amendment to that certain Agreement entitled “Agreement for Design Professional Consultant Services between the City of Agoura Hills and Kimley-Horn and Associates, Inc.” to extend the term of the agreement to June 30, 2025.

Docusign Envelope ID: 54F3CBFB-B4CD-43C7-A512-A6738D0EC0B8

g. On June 25, 2025, the City and Consultant entered into the Sixth Amendment to that certain Agreement entitled "Agreement for Design Professional Consultant Services between the City of Agoura Hills and Kimley-Horn and Associates, Inc." to extend the term of the agreement to June 30, 2026.

h. The parties now desire to add scope of work, extend the term of the agreement to June 30, 2027, increase payment in the amount of One Hundred Nineteen Thousand Two Hundred Dollars and Zero Cents ($119,200.00), and to amend the Agreement as set forth in this Amendment.

2. Section 1 of the Agreement entitled "**TERM**" is hereby amended to read as follows:

> "This Agreement shall remain and continue in effect until tasks herein are completed, but in no event later than June 30, 2027 unless sooner terminated pursuant to the provisions of this Agreement."

3. Section 4 of the Agreement entitled "**PAYMENT"** at paragraph "a" is hereby amended to read as follows:

> "The City agrees to pay Contractor monthly, in accordance with the payment rates and schedules and terms set forth in Exhibit B, Payment Rates and Schedule, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. Any terms in Exhibit B, other than the payment rates and schedule of payment, are null and void. The Seventh Amendment amount shall not exceed One Hundred Nineteen Thousand Two Hundred Dollars and Zero Cents ($119,200.00), for additional design and right-of-way engineering services for a total Agreement amount of One Million Two Hundred Six Thousand, Nine Hundred Eight-Five and Zero Cents ($1,206,985.00)."

4. Exhibit "**A**" to the Agreement is hereby amended by adding thereto the items set forth on Attachment "A" to this Amendment, which is attached hereto and incorporated herein as though set forth in full.

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

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

Docusign Envelope ID: 54F3CBFB-B4CD-43C7-A512-A6738D0EC0B8

CITY OF AGOURA HILLS

Penny Sylvestor,
Mayor

ATTEST:

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

APPROVED AS TO FORM:

Candice K. Lee,
City Attorney

CONSULTANT
Kimley-Horn and Associates, Inc.
660 S. Figueroa Street, Suite 2050
Los Angeles, CA 90017
Sri Chakravarthy, Vice President
213-261-4037
srikanth.chakravarth@kimley-horn.com

By: Signed by: Sri Chakravarthy D619A53198DD4E0...

Print Name: Sri Chakravarthy

Title: Sr. Vice President / P.E. 73629

By: Signed by: Alyssa Phaneuf B3E630A208DA4E7...

Print Name: Alyssa Phaneuf

Title: Sr. Associate / P.E. 63123

[Signatures of Two Corporate Officers Required]

Docusign Envelope ID: 54F3CBFB-B4CD-43C7-A512-A6738D0EC0B8

ATTACHMENT A

Attached hereto and incorporated herein is the additional scope of work and associated cost as provided by the Consultant.

TASK 1: FINAL DESIGN SERVICES

Sub-Task 1.1: Design

Kimley-Horn will revise the 100% design plan submittal to incorporate the following changes resulting from updates to the curb ramp design, responses to comments provided by the City's landscape consultant, and modifications to the northwest corner as required. These revisions will affect the following plan sheets:

- Traffic Signal;
- Signing & Striping;
- Street Improvement;
- Grading;
- Tree Survey & Disposition;
- Hardscape;
- Landscape; and
- Irrigation.

Kimley-Horn will prepare three (3) additional sheets for the Gateway Monument Design to be included in the current intersection plan set for final submittal. One sheet will consist of grading and drainage plans for the northbound monument location. One sheet will consist of the landscape plans for the monument, showcasing proposed monument signage, paving materials (if applicable), landscape materials, critical dimensions, and notes. These plans will be at 1" = 20' scale. One construction detail sheet will be included for the City's gateway monument design. Landscape detail(s) will be design intent only. This task also includes the selection of a signage product, coordination with the manufacturer, and selecting the ground level lighting product. Kimley-Horn has assumed one final review of the PS&E package from the City and their Landscape Consultant.

Deliverables: Final Plans, Specifications, and Estimate Package

Sub-Task 1.2: Third Party Utility Relocation and Coordination

Kimley-Horn will coordinate with the following agencies and stakeholders regarding their respective scopes of work:

- Los Angeles County Flood Control District – Coordination related to storm drain modifications;
- Los Angeles County Fire Department – Coordination on fire hydrant adjustments;
- Las Virgenes Municipal Water District – Coordination on water vent work;

Docusign Envelope ID: 54F3CBFB-B4CD-43C7-A512-A6738D0EC0B8

- Northwest Corner Property Owner – Coordination regarding adjustments to on-site lighting; and
- SCE and Spectrum – Coordination related to utility undergrounding efforts.

Sub-Task 1.3: Project Management

Kimley-Horn will provide day-to-day project management, including progress reports, tracking of project schedule, invoicing, and overall administration of the project. We will attend up to an additional five (5) project meetings as directed by the City to include your staff and other participants. We will communicate regularly with City staff on the progress of the design. We will prepare a detailed project schedule that will include expected meetings, activities (by work task, whether performed by Kimley-Horn's team or others), duration, submittal dates, and critical path items. Kimley-Horn will provide monthly invoices to the City.

TASK 2: RIGHT OF WAY ENGINEERING

As part of the proposed improvements, additional permanent right-of-way will be required at the southwest and southeast corners of the intersection. Temporary construction easements will also be necessary, impacting parcels at the northwest, southwest, and southeast corners. In addition, the existing slope easements at the northwest and southwest parcels are to be expanded at the City's request, requiring the preparation of new permanent easement documents. ECG will review and compile underlying deeds for each affected parcel; compare with design CAD linework. Prepare one legal description and exhibit for each required easement (per geometry in design CAD files) – 7 total. Address one round of review comments from the City or its consultants. It is assumed that the City of Agoura Hills will conduct all coordination with the property owners for their review and consent of the documents. It is also assumed that all right-of-way acquisition and appraisals will be completed by the City.

Deliverables:

- Right-of-Way Plats and Legals will be submitted to the City with the Final PS&E submittal, and upon approval will be recorded; and
- Temporary Construction Easements.

CITY OF AGOURA HILLS

REPORT TO CITY COUNCIL

DATE:	**DECEMBER 10, 2025**
TO:	**HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL**
FROM:	**NATHAN HAMBURGER, CITY MANAGER**
BY:	**NICK NEWKIRK, RECREATION MANAGER** **AMY BRINK, DIRECTOR OF COMMUNITY SERVICES**
SUBJECT:	**APPROVE AGREEMENT FOR CONTRACTOR SERVICES, WITH AGOURA PONY BASEBALL, FOR IMPROVEMENTS AND USE OF RECREATIONAL FACILITIES AT OLD AGOURA PARK**

Agoura Pony Baseball (APB) is a local, non-profit Pony baseball organization that has been serving Agoura Hills and the surrounding communities since 1992. APB provides baseball practices, activities, tournaments, and league play to children of all ages. APB has partnered with the City of Agoura Hills (City) over the use of the ballfields located at three parks, including Forest Cove, Old Agoura, and Chumash Parks. The City constructed public park restrooms in both Forest Cove and Old Agoura Parks that included roll-up doors so APB could utilize the storage space as a snack shack during baseball games.

Over the years, APB has collaborated with the City on maintaining and servicing the fields, which has included dragging the fields, adding infield mix, maintaining the turf, and managing the bases. Although the City handles the weekly maintenance of the park, APB has always supported this additional type of maintenance at no cost to the City.

In preparation for the upcoming Spring Baseball season, APB is requesting to make further improvements to Old Agoura Park in order to accommodate their players in the Bronco Division, who are between the ages of eleven and twelve. Those improvements include upgrades, such as laser leveling the turf and infield, installing screens on the south side of the field to assist with shade and eliminating foul balls into the parking lot, and demo of existing pitching mound and replacement of a high quality mobile pitching mound. APB will contract with a landscape company who works with APB on other ballfields in the area. The changes that Agoura Pony Baseball is proposing fall within accepted uses for the Old Agoura Park ballfield. While some of the upgrades will provide more safety features, others will provide opportunities for different age groups to use the field. The renovations will not impact day-to-day operations of the park, nor will they affect users.

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

FISCAL IMPACT

There is no fiscal impact to the City Council approved Fiscal Year 2025-26 Budget; per the agreement, the Agoura Pony Baseball organization will provide all work and funds necessary for the improvements and use of the recreational facilities. No City funds are expected to be contributed at this time or during the length of the agreement.

RECOMMENDATION

Staff respectfully recommends the City Council:

1. Approve the Agreement for Improvements and Use of Recreational Facilities at Old Agoura Park.
2. Authorize the Mayor to sign the agreement on behalf of the City Council.

Attachments

Agreement - Agoura Pony Baseball.pdf

AGREEMENT FOR CONTRACTOR SERVICES
WITH THE CITY OF AGOURA HILLS

NAME OF CONTRACTOR:	Agoura Pony Baseball
RESPONSIBLE PRINCIPAL OF CONTRACTOR:	Attn: Michael Freiberg
CONTRACTOR'S ADDRESS:	5739 Kanan Rd. #227 Agoura Hills, CA 91301
CITY'S ADDRESS:	City of Agoura Hills 30001 Ladyface Court Agoura Hills, CA 91301 Attn: City Manager
PREPARED BY:	Nick Newkirk
COMMENCEMENT DATE:	December 10, 2025
TERMINATION DATE:	December 10, 2026
CONSIDERATION:	Agreement Price: Not to Exceed: $0/yr

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

_____

_____

_____

_____

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

Docusign Envelope ID: 1FBB8157-23FE-4351-8027-0CB7581877CC

AGREEMENT FOR IMPROVEMENTS AND USE OF RECREATIONAL FACILITIES AT OLD AGOURA PARK

This Agreement is made and entered into this 10th day of December, 2025, by and between the CITY OF AGOURA HILLS, a municipal corporation, (hereinafter "City") and AGOURA PONY BASEBALL, INC a 501c3 Non-Profit Organization, (hereinafter "Permittee").

RECITALS

A. The City owns and maintains Old Agoura Park.

B. The Permittee requires the use of baseball diamonds for its youth baseball league program.

C. In order for the baseball diamond to be suitable for use by the Permittee, improvements must be installed which are significantly different from the improvements that the City would normally construct and install on the baseball diamond. Specifically, among other things, demolition of the existing pitchers mound, installation of a new portable pitchers mound, installation of screens to aid with shade and assist with keeping foul balls out of the parking lot, and addition of infield mix.

D. The City would not construct and install the improvements that exceed those necessary for general recreational use unless the Permittee agreed to pay for the additional cost of the upgrades.

E. The Permittee desires to construct and install the upgrades that exceed those necessary for general recreational use unless the Permittee agreed to pay for the additional cost of the upgrades.

F. The Permittee desires to pay for the upgrades so that the baseball diamonds are improved in a manner suitable for the use by the Permittee.

NOW THEREFORE, in consideration of the foregoing and of the mutual promises and covenants and hereinafter set forth, the parties here to agree as follows:

1. **Baseball Diamond Improvements**. The City shall permit the following improvements at the baseball diamond at Old Agoura Park (the "Project"). The baseball diamond improvements at Old Agoura Park, shall include, but not necessarily be limited to turf enhancement around the pitching mound, laser leveling, turf edging, and demolition of existing pitchers mound. Any additional and future improvements must be approved by the CITY prior to implementation.

2. **Payment for Additional Improvements**. Permittee shall be responsible for paying for the actual cost of the upgrades as specifically outlined in Exhibit A. In

Docusign Envelope ID: 1FBB8157-23FE-4351-8027-0CB7581877CC

exchange for the payment of the improvements, the City will agree to provide Agoura Pony Baseball with a priority status for scheduling field use.

3. **Term of the Agreement**. This Agreement shall be for a term of one year. Thereafter, it may be renewed once each year on or before the expiration date. No one extension or renewal may be for more that one year.

4. **Use of the Baseball Diamond**. The City hereby grants to the Permittee a non-exclusive permit to use the baseball diamond for its youth baseball league program in accordance with the requirements of this Agreement as set forth in the schedule attached hereto Exhibit B and subject to the City's reservation fees as determined by the City Council. The Permittee shall notify the City as soon as practical when the Permittee will not require use of the baseball diamond during a time that the schedule otherwise assigns the Permittee use of it.

5. **Maintenance of the Baseball Diamond**. The Permittee shall maintain the lining or marking of the baseball diamond and the "dragging" of the areas that are not planted. Permittee shall be responsible for the field preparations for its games and practices. After each use by Permittee, Permittee shall have the baseball diamond and adjacent areas, including the parking lot, in a clean and serviceable condition for the use by the City and general public.

6. **Use of Special Facilities, Equipment, and Services.** In the event the Permittee desires use of facilities, equipment, and services which will result in expense to the City beyond those expenses which will normally be incurred for routine maintenance operation of the field, facilities, and equipment covered by this Agreement; the Permittee shall pay for all such additional expenses. Payments for said expenses shall be made through the City at the discretion of the City directly to the entity providing such facilities, equipment, or services. Facilities, equipment, and services for which the Permittee shall be financially responsible shall include, but not limited to, the following: (A) Charges for law enforcement officers or private security officers. (B) Charges for providing appropriate trash receptacles and the removal of trash and debris resulting from use of the Permittee. (C) Portable restrooms during the League season.

7. **Damage and Repair.** In the event that the Permittee's use of the baseball diamond results in damage or destruction of City property, other than normal wear and tear, Permittee shall reimburse the City its actual cost of repair or replacement of the property. At its sole discretion, the City may allow the Permittee to repair or replace such property in lieu of reimbursing the City its costs.

8. **Indemnification.**

   A. This Agreement is made upon the express condition that the City shall be free from all liability and claim for damages by reason of any injury to persons or property resulting from or associated with the Permittee's use of the baseball diamond, facilities, and equipment which are the subject of this Agreement. The Permittee hereby assumes all risk of damage to persons and property in or upon the baseball diamond, facilities, which are the

Docusign Envelope ID: 1FBB8157-23FE-4351-8027-0CB7581877CC

subject of this Agreement during such time as said baseball diamond, facilities, and equipment shall be used under this Agreement, from any cause of source whatsoever, and the Permittee, and all others using said baseball diamond, facilities and equipment under this Agreement thereby waive any and all claims against the City for damage to persons or property in, or about said baseball diamond, facilities or equipment. Permittee 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, including costs of investigation, 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 Permittee, its officials, officers, employees, agents or subcontractors in connection with the performance of this Agreement or resulting from or associated with the use of said baseball diamond, facilities and equipment under 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, Permittee shall defend Indemnitees at Permittee's own cost, expense, and risk and shall pay and satisfy any judgment, award, or decree that may be rendered against Indemnitees. Permittee 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. Permittee's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Permittee or Indemnitees. All duties of Permittee under this Section shall survive termination of this Agreement.

B. Permittee shall require any contractors it retains to do any works pursuant to this Agreement to agree to indemnify, defend, and hold harmless the Indemnitees from and against any and all liability, including, but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert fees), arising from or connected with the contractor's performance of its agreement with Permittee. In addition, Permittee shall require its contractors to carry, maintain, and keep in full force and effect an insurance policy or policies, and the Indemnitees, its elected and appointed officers, employees, attorneys, agents and designated volunteers shall be named as additional insureds on the policy(ies) with respect to liabilities arising out of the contractor's work, consistent with the insurance requirements listed in Section 9 of this Agreement. These requirements will also apply to any subcontractors hired by the contractors.

9. **Insurance Requirements**. Prior to commencement of work, Permittee shall procure, provide, and maintain, at Permittee'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 Permittee, its agents, representatives, or employees.

Docusign Envelope ID: 1FBB8157-23FE-4351-8027-0CB7581877CC

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 Permittee 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 Permittee has no employees while performing under this Agreement, worker's compensation insurance is not required, but Permittee shall execute a declaration that it has no employees.

B. Minimum Limits of Insurance. Permittee 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 Permittee 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 insurance is required only if Permittee employs any employees. Permittee warrants and represents to the City that it has no employees and that it will obtain the required Workers Compensation Insurance upon the hiring of any employees.

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 Permittee shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

D. 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 Permittee; products and completed operations

Docusign Envelope ID: 1FBB8157-23FE-4351-8027-0CB7581877CC

of the Permittee; premises owned, occupied or used by the Permittee; or automobiles owned, leased, hired or borrowed by the Permittee. 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 Permittee'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 Permittee'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 Permittee'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. Permittee 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.

E. 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.

F. Verification of Coverage. Permittee shall furnish the City with original endorsements, specifically naming the City of Agoura Hills 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.

G. 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.

Docusign Envelope ID: 1FBB8157-23FE-4351-8027-0CB7581877CC

10. **Compliance with Laws.** The Permittee 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 Permittee shall at all times observe and comply with all such ordinances, laws and regulations. The City and its agents shall not be liable at law or in equity occasioned by failure of the Permittee to comply with this section. This Agreement may call for work that, in whole or in part, constitute "public works," as defined in the California Labor Code. Therefore, as to works under this Agreement that may be "public works", Permittee shall comply in all respects with all applicable provisions of the California Labor Code, including those set forth in Exhibit C.

11. **Assignment**. This agreement may not be assigned or transferred to any individual or entity. The Permittee shall not authorize the use of the baseball diamond to any individual or entity outside of Permittee's organization.

12. **Exhibits**. The following exhibits to this Agreement are incorporated herein by reference as though fully set forth herein:

    Exhibit A –Old Agoura Park Improvements

    Exhibit B – Facility Use Permit

    Exhibit C – California Labor Code Compliance

13. **Notices**. Any notice required or contemplated by this Agreement, or which must be made from time-to-time in the implementation of the terms of this Agreement, shall be given in writing by first class mail to the following responsible representatives of the parties (which shall not be changed unless written notice of such change is provided to the other party):

CITY:	City Manager City of Agoura Hills 30001 Ladyface Court Agoura Hills, CA 91301
PERMITTEE:	Agoura Pony Baseball, INC 5739 Kanan Road #227 Agoura Hills, CA 91301

14. **Failure of Performances**. Failure of the Permittee to comply with any of the terms, conditions, provisions, or requirements of this Agreement, or of any other agreement under which the Permittee has acquired use of the baseball diamond, facilities, and equipment, which are the subject of this Agreement, or any other applicable ordinance, rule, regulation, or provision of law, in the sole discretion of the City, shall terminate this Agreement. Prior to such termination, the City shall provide the Permittee with a written notice of default which describes the grounds for such default and provides the Permittee thirty days to cure such default to the satisfaction of the City. If such default is not satisfactorily cured in a timely manner

Docusign Envelope ID: 1FBB8157-23FE-4351-8027-0CB7581877CC

and if the City terminated this Agreement pursuant to this paragraph, the Permittee shall immediately cease use of said baseball diamond, facilities, and equipment and remove all of its equipment and other personal property from sale within a period of ten (10) days following such termination. If the Permittee has modified the baseball diamonds, facilities, and equipment any way, it shall if so requested by the City, restore the property to the condition existing prior to such use within a reasonable period of time after termination which shall, in no event, exceed ninety (90) days. In the event that the Permittee does not remove its property within ten (10) days following termination, said property shall be deemed abandoned by the Permittee and shall become the property of the City. In such event, the City may either use, or otherwise dispose of same in its sole discretion. If the City incurs costs in connection with disposal of said property, the Permittee shall pay all such costs. In the event that the City requests restoration of the baseball diamond, facilities, and equipment used by the Permittee to their condition prior to such use, except for normal wear and tear, and of the Permittee fails or refuses to restore same, the City may, at its option to do so, and in such event all costs incurred by the City in this regard, shall be paid by the Permittee upon demand by the City.

15. **Termination**. In the event that the City determines that the baseball diamond, facilities, and equipment which are the subject of this Agreement are needed for other use by the City or community, or the City chooses not to finance the project, the City may terminate this Agreement upon the giving of 180 days written notice to the Permittee. Upon the giving of written notice and expiration of said period, all rights of the Permittee under this Agreement shall terminate. If the Agreement is terminated by the City for reasons other than those contained in Section 14, the City agrees to refund the Permittee a pro-rated portion of any payments made by Permittee to the City for additional improvements.

16. **Entire Agreement**. It is understood and agreed that no promise, inducement or agreement not here in expressed has been made to the undersigned, and that this Agreement contains the entire agreement between the parties hereto with reference solely to the matter herein addressed.

17. **Advice of Counsel**. The advice of legal counsel has been obtained by the parties prior to the execution of this Agreement. All parties hereby execute this Agreement voluntarily with full knowledge of its significance.

18. **Enforcement of Agreement**. In the event of a violation of this Agreement, the parties shall have available all remedies at law or in equity available, which remedies shall include, by way of illustration but not limitation, suits for injunctive or declaratory relief, specific performance, relief int eh nature of mandamus or actions for damages; all of said, remedies shall be cumulative and not exclusive of one another, and the exercise of any one or more of said remedies shall not constitute a waiver or election with respect to any other available remedy. The parties acknowledge and agree that in the event of any breach of this Agreement, by either party, monetary damages would be an inadequate remedy.

Docusign Envelope ID: 1FBB8157-23FE-4351-8027-0CB7581877CC

19. **Attorney's Fees**. If any party here to needs to employ an attorney or incur attorney's fees or costs by reason of any failure by another party or parties to perform any duties provided in this Agreement, if such action is successful, the party against whom such enforcement is sought, in addition to, their other duties herein, shall pay reasonable attorney's fees and costs associated with enforcement of this Agreement.

20. **Interpretation**. This Agreement is deemed to have been prepared by all of the parties hereto, and any uncertainty or ambiguity herein shall not be interpreted against the drafter, but rather, if such ambiguity or uncertainty exists, shall be interpreted according to the applicable rules of interpretation of contract under the laws of the State of California.

21. **Representations and Warranties**.

    A. The Permittee represents and warrants to the City that this Agreement has been duly authorized, executed and delivered, and constitutes the legally binding obligation of AGOURA PONY BASEBALL, INC, enforceable in accordance with its terms; and,

    B. The City represents and warrants to Permittee that this Agreement has been duly authorized, executed and delivered, and constitutes the legally binding obligation of CITY, enforceable in accordance with its terms.

Docusign Envelope ID: 1FBB8157-23FE-4351-8027-0CB7581877CC

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

CITY OF AGOURA HILLS

_____
Mayor

ATTEST:

_____
Kimberly M. Rodrigues, MMC
City Clerk

Date Approved by City Council: _____

APPROVED AS TO FORM:

_____
Candice K. Lee,
City Attorney

PERMITTEE

Agoura Pony Baseball, Inc.
5739 Kanan Road #227
Agoura Hills, CA 91301
Michael Freiberg, League President
(310) 717-7195
Tax ID # 95-4347941

By: Signed by: Michael Freiberg 11/26/2025
A1198DF72946465...
Name:
Title:

By: _____
Name:
Title:

[Signatures of Two Corporate Officers Required]

Docusign Envelope ID: 1FBB8157-23FE-4351-8027-0CB7581877CC

EXHIBIT A

TASKS TO BE PERFORMED

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

Old Agoura Park Improvements (includes labor, material, and delivery fees to the one existing baseball diamond):

1. Laser Grade Skin Area - Survey field elevations and calculate grade, hydrate existing infield material, rip and laser grade Infield Material and smooth drag finish
Renovate With Tractor Mounted Hardie Renovator $2,400.00

2. Renovate edge of grass/skin area to a smooth table. Load spoils into disposal bin. Contractor protects sprinklers in place. $5,980.00

3.Purchase and import 5 yards of topsoil then Laser Box screed float soils on to Infield grass area to alleviate undulations due to gopher activity. $2,600.00

4. Trim edges of grass to Bronco Baseball specifications to establish a clean edge and move Infield irrigation heads to new dimension and export spoils to disposal bin. $2,392.00

5. Pitcher's Mound - Demo existing material and shape and compact to accept 3 inches of new mound clay. Purchase and place 80 bags of Diamond Pro Mound Clay. Excess Mound clay bags to be hauled off by Customer for seasonal maintenance. $4,800.00

6. Install two shade structures on the south side of the ballfield to assist with shade and help eliminate foul balls into the parking lot. $4,338.05

7. Install approximately 12 – 2 and 7/8" posts that are 15ft high to be sleeves for existing posts at Old Agoura Park. $5,524.76

Docusign Envelope ID: 1FBB8157-23FE-4351-8027-0CB7581877CC

EXHIBIT B

FACILITY USE RESERVATION APPLICATION

CITY OF AGOURA HILLS

DEPARTMENT OF COMMUNITY SERVICES
29900 Ladyface Court, Agoura Hills, CA 91301 Phone: (818)597-7361
Website: agourahillsrec.gov. Email: agourahillsrec@agourahillscity.gov

PARK FACILITY RESERVATION APPLICATION

Name of Applicant: _____ **Today's Date:** _____

Organization: _____ Activity: _____

Home #: _____ Cell #: _____ Work #: _____

Address: _____ City & Zip: _____

E-mail Address: _____ or _____

FACILITY: _____ **Area:** _____

Date(s) Requested: _____

Day(s) of Week: _____ Maximum Participants: _____

Set up time: **from**_____ **to** _____ **Decorations: Yes**_____ **No**_____

Event time: **from**_____ **to** _____ **Description:** _____

Clean up time: from_____ **to** _____ _____

Total hours: _____ multiplied by (#) _____ of days at $_____ per hour = $_____

APPLICANT ACKNOWLEDGEMENT

I hereby certify that I will abide by all rules, regulations, and ordinances of the City of Agoura Hills. As an individual or duly authorized representative of the sponsoring organization, I agree to defend and to hold harmless the City of Agoura Hills, together with its officers, officials, employees, volunteers, and agents for fires, floods, earthquakes, civil disturbances, pandemics, regulation of any public authority, and other causes beyond their control, against any and all liability and claim thereof for any injury, death, or property damage allegedly suffered by any person, occurring during and as a result of the exercise of the privileges and the permission hereby being granted to the sponsoring organization, its agents, and employees. My signature below indicates that I agree to be in attendance for the duration of the permit and disseminate rules and event parameters to all invited guests. As an applicant, I have read and hereby agree to abide by the rules and regulations of the City of Agoura Hills, local, state, and federal guidelines. Failure to comply with any listed rules, regulations or ordinance may result in permit cancellation.

_____ _____
Applicant Signature Date

FEES AND DEPOSITS (FOR OFFICE USE ONLY):

Ballfield	_____
Basketball Courts	_____
Multi-Purpose Field(s)	_____
Picnic Shelter	_____
OA Equestrian Arenas	_____
Insurance Fee for permittee	_____
Insurance Fee for Ent. Vendor	_____
Insurance Fee for Food Vendor	_____
Processing Fee	$ 25.00
Security/Damage Deposit	_____
Total FEES:	_____

APPLICATION: Approved: _____ Denied: _____

Approved/Denied by: _____ Date: _____

Notes: _____

Processed by: _____ Date: _____

FACILITY REQUEST CANCELLED:

YES _____ DATE: _____

Complete if paying by Credit Card (By signing this form, I agree to pay the reservation charges.)
Cardholder's Name_____ Cardholder's Signature_____
Date_____ Cardholder's phone number/email_____
Cardholder's Address_____

Credit Card #:_____ Exp. Date:_____ CVC/Security # on back of card: _____

PARK FACILITY RESERVATION APPLICATION
INSURANCE INFORMATION AND VENDOR INFORMATION
Insurance pricing is subject to change without notice.

Will a food vendor be supplying food for your event? **Yes_____** **No_____**

Contact Name:_____ Company Name:_____

Address:_____

Phone Numbers:_____ E-Mail:_____

Will there be any entertainers or supply vendors (tables, chairs, etc.) for your event? Yes_____ No_____

If so, what services are they providing?_____

1. Contact Name:_____ Company Name:_____

   Address:_____

   Phone Numbers:_____ E-Mail:_____

2. Contact Name:_____ Company Name:_____

   Address:_____

   Phone Numbers:_____ E-Mail:_____

3. Contact Name:_____ Company Name:_____

   Address:_____

   Phone Numbers:_____ E-Mail:_____

Is the City going to be the insurance provider for yourself and your vendor? Yes_____ No_____

OR

Are you an approved Non-Profit Sports Group providing your own insurance? Yes_____ No_____
(All other non-profit, private, and commercial groups purchase insurance through the City)

_____ _____

Applicant Signature Date

CITY OF AGOURA HILLS

DEPARTMENT OF COMMUNITY SERVICES
29900 Ladyface Court, Agoura Hills, CA 91301
Phone: (818)597-7361 **Website:** agourahillsrec.gov
Email: agourahillsrec@agourahillscity.gov
Hours: Monday-Thursday: 7:00am-5:00pm and Friday: 7:00am-4:00pm

PARK FACILITY RESERVATION POLICIES, RULES, AND REGULATIONS

APPLICATION REQUIREMENTS

The Applicant's Reservation is confirmed upon receipt of copy of signed permit and payment receipt via email or in writing. Your receipt of a Park Facility Reservation Application packet does not constitute approval of the reservation.

The City of Agoura Hills ("City") intends for all City parks to be operated in a manner appropriate for the entire community, and suitable for persons of all ages at all times. All City parks shall be made available on a non-discriminatory basis to all individuals, entities, groups, and non-profit organizations regardless of the viewpoint expressed or advocated by the person or persons utilizing the Facility. Designated areas of city parks, as set forth in the Park Facility Reservation Rates exhibit, may be reserved for private use by an individual/family or by non-profit groups when city/recreational activities are not scheduled, and there are no prior reservations. Unpermitted business activities and Commercial use is not permitted in the parks. Filming/Media shoots are permitted and require an additional Film Permit (see Park Facility Reservation Application for Filming).

Applicants must be at least 18 years of age. Applications and vendor information may be submitted via e-mail to **agourahillsrec@agourahillscity.gov**, or in person by appointment only. Completion of the application, submitting proof of insurance (Approved Non-Profit Sports groups only), and payment of the fees (reservation fees, insurance, and deposit) may be done via email with credit card or in person by appointment only. The Applicant's Reservation is confirmed upon receipt of copy of signed permit and payment receipt via email or in writing.

Applications will be approved on a first come first serve basis, up to six (6) months prior to a one-day event. Approved Non-Profit Sports leagues with long term seasons (example: Winter/Spring season, Spring/Summer season, Summer/Fall season) may submit for the season up to six (6) months prior to the start of the season. In order to process Park Reservations, applications are requested to be submitted to the Agoura Hills Recreation and Event Center within five (5) business days prior to the anticipated event/activity. Reservations submitted with less than the requested five (5) business days' notice are not guaranteed or confirmed until a copy of the signed permit is received. All fees are due in full at the time the application is submitted.

The City reserves the right to not approve a Park Facility Reservation Application. The City may impose additional requirements or conditions as deemed necessary to protect the health, safety, and welfare of the community. Applicant/Organization shall not use the Facility for: Conducting or promoting activities or uses that are prohibited by federal, state or local law; Activities that threaten the safety of any persons or organizations; or, Activities that promotes, fosters, or perpetuates discrimination on the basis of race, color, creed, sex, age, national origin or ancestry, physical or mental disability, veteran status, parentage, marital status, medical condition, sexual identity, sexual orientation, as well as any other category protected by federal, state, or local laws. The approval, denial, or cancellation of any application for rental use will be determined by the Director of Community Services consistent with established policy. The Department of Community Services reserves the right to cancel any application upon one week's notice.

GENERAL RESERVATION INFORMATION

City staff are in charge at all times and have the authority to terminate activities if the user is not adhering to the approved application and use policies. Failure to comply with the policies may result in cancellation of the reservation and forfeiture of fees, as well as non-use of the parks for one year. Use of additional

amplification/loudspeakers and all rental equipment (canopies, tables, chairs, etc.) must be submitted on the application and submitted ten (10) business days prior to an event. Permissible sound levels are outlined in the packet, but the City reserves the right to allow City Staff to adjust sound to a reasonable level, if problems should arise. The Applicant/Organization is responsible for all attendees during the duration of the event. General clean-up of the park is required. Trash must be placed in trash receptacles or removed at the conclusion of the event. Gambling of any nature is not permitted in any city park.

PARK HOURS AVAILABLE FOR RESERVATION
Monday-Sunday 9:00 a.m. to astronomical sunset

RESERVATION FEES/POLICIES
There is a two-hour minimum for park reservations. The rental fee ***will*** include time for set-up and clean-up, which is generally ½ hour before and ½ hour after the event. Example: Your event is from 6:00-8:00pm, which is two hours. Your reservation will be from 5:30-8:30pm, and you will be charged for three hours. You may purchase more time if needed for either set-up or clean-up.

Applicants/Organizations will be charged by the hour for any time beyond what has been permitted, and those hours will not be pro-rated. Example: Your reservation is set to end at 2:00pm, and there is another reservation following at 2:30pm. You leave the park at 2:45pm, thus delaying the start of another person's reservation. ***You will be charged an additional hour from your damage deposit.*** See Reservation Rate page for pricing breakdown.

INSURANCE REQUIREMENTS
All private parties and Non-Profit groups are required to purchase insurance coverage for themselves and vendors through the City of Agoura Hills from a third-party special event insurance company. The exceptions to this would be Equestrian Arena Reservations, which must provide their own insurance, and pre-approved Non-Profit groups which may also provide their own insurance. Please contact City staff for more information and a price quote. Insurance pricing is subject to change without notice.

NON-PROFIT USE
To qualify for non-profit status, the Applicant/Organization must be a registered 501 (c) (3) non-profit. Proof of non-profit status must be presented with the request for Park Facility Reservation Application. Organization articles of incorporation, by-laws, or other corporate documents may also be required. Acceptable forms of documentation verifying non-profit status include:

- Articles of incorporation as a non-profit organization.
- Department of Treasury Form 990.
- IRS letter showing organization to be Tax Exempt.
- State Franchise Tax Board letter showing organization to be Tax Exempt.
- Certificate of Registration with the State Registry of Charitable Trusts.

CLOSURES/HOLIDAYS
Parks may not be reserved on holidays, holiday weekends or after astronomical sunset. Holidays/holiday weekends include Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve, and New Year's Day. Please be aware that all ball fields and grass/turf areas are closed for a minimum of 24 hours after any rain, and possibly longer periods for heavy rainfall, depending on the amount of precipitation that is received. The Old Agoura Equestrian Arenas are closed for a minimum of 72 hours after any rain, and possibly longer periods for heavy rainfall, depending on the amount of precipitation that is received. Please call the Fields Condition hotline at (818) 597-7399 #4 for field information.

FOOD & BEVERAGES
Food and beverages may be served if approved in the application. Sterno/fuel cans may be allowed for the purpose of warming food but must be noted on the application. **Alcoholic beverages are not permitted.**

PUBLIC ACCESS

The City of Agoura Hills does not allow exclusive use of any park; public access to the park will not be denied. Walkways must be kept clear of any equipment or obstructions.

REFUNDS

A cancellation request of any Park Facility Reservation Application must be made in writing ten (10) business days prior to the event to receive a full refund (minus the $25 processing fee). A cancellation request made less than ten (10) business days prior to the event will receive 75% of payment (minus the $25 processing fee). All Security/Damage Deposit fees and Insurance Fees will be returned in full. If sending cancellation via email, please send to www.agourahillsrec@agourahillscity.gov and mark as "urgent." All cancellations received must be submitted a minimum of two (2) business days prior to the reservation. The Agoura Hills Recreation and Event Center is not open after 5:00pm on Monday-Thursday, 4:00pm on Fridays, or on the weekends, so after hours or day of reservation cancellations (either called in voicemails or emails) will not be honored unless due to inclement weather. If a new date is not agreed upon due to inclement weather, a full refund will be issued.

Fees will be retained by City under the following circumstances:

- If the Applicant/Organization fails to appear, reservation fees will be kept but damage deposit will be returned.
- If the Applicant/Organization violates park/City rules or ordinances, all fees including damage deposit may be kept.
- If the activity is terminated due to falsification of application, all fees including damage deposit may be kept.
- If the attendance exceeds the maximum stated for the facility/park, all fees including damage deposit may be kept.

SECURITY DEPOSITS

A Security/Damage Deposit is required for all reservations, and is payable by cash, check or credit card. The security deposit is separate from the rental fee and does not count towards the cost of the rental. Any portion of the deposit may be withheld for the following reasons, including but not limited to:

- Excessive clean-up or damage to park/facility.
- Missing equipment.
- Park Facility left unclean.
- Site is occupied beyond the reserved hours. *Please note: parks must be cleaned, and all aspects of the event must be removed from the park and adjacent areas by astronomical sunset or the time stated on the application, whichever comes first on the day of the reservation. This includes vendors or any person or objects associated with the event.*
- Attendance exceeds the maximum stated on the application.
- Bringing alcoholic beverages to a park.
- Failure to comply with any City policies.

The security deposit is deposited by the City and will be refunded no later than thirty (30) days after the event if facilities are left in good condition. If the cost of damages exceeds the amount available on the deposit, the Applicant/Organization shall remit the balance due to the City upon receipt of invoice. The Applicant/Organization shall immediately report to City staff any personal injuries or property damage arising or in any way connected with the Applicant/Organization's use or occupancy of the City Park and adjoining property.

SPECIAL EVENTS

City does not allow non-city sponsored Special Events in any City Park.

WAIVER OF LIABILITY AND AGREEMENT TO INDEMNIFY

In consideration of approval to use the above referenced City property, the Applicant/Organization hereby assumes the risk of damage and loss in connection with the use of such property, agrees to be responsible and liable for all injuries to persons and for all damage to real and personal property caused by or resulting from the use of such property and further agrees to defend and hold harmless and indemnify the City of Agoura Hills and its officers, officials, employees, volunteers, and agents for fires, floods, earthquakes, civil disturbances,

pandemics, regulation of any public authority, and other causes beyond their control, against and with respect to any and all demands including interest, penalties and reasonable attorney's fees arising out of, resulting from or relating to the use of such City property. The Applicant/Organization waives any right of recovery against the City of Agoura Hills and its officers, officials, employees, volunteers, and agents for fires, floods, earthquakes, civil disturbances, pandemics, regulation of any public authority, and other causes beyond their control against and with respect to any and all demands including interest, penalties and reasonable attorney's fees arising out of, resulting from or relating to the use of such City property.

For any park-related emergencies after office hours, please contact the Lost Hills Sheriff's Department at 818-878-1808. For further information, please call during business hours.

CITY OF AGOURA HILLS

PARK RULES

Park Hours: 7:00 a.m. to astronomical sunset
Park Hours Available for Reservation: 9:00 a.m. to astronomical sunset

Please assist us in making this park an enjoyable place to be by observing the following rules:

1. Dogs and cats must be on leashes. Removal of animal feces is the responsibility of the animal's custodian or owner.
2. Firearms are not permitted in the park. **(AHMC 4911)**
3. Vehicles may not be driven off of the driveways/parking areas.
4. Please stay off bikes and skateboards in the parks.
5. Fires authorized by permit only in designated areas. *(Barbeques are provided at Forest Cove, Morrison, Old Agoura, Reyes Adobe or Sumac parks, or you may bring your own barbeque to any of the parks, if you bring a fire extinguisher as well.)*
6. Alcoholic beverages are not permitted in the park. **(AHMC 4913)**
7. Horses are permitted only in designated areas. *(Horse/pony rides are permitted in the Old Agoura Equestrian Arena and on riding trails, but not on the grass areas of the parks.)* **(AHMC 4905)**
8. Motorcycles, motorized bicycles, and scooters may be operated only on driveways and in parking lots.
9. Overnight camping and overnight parking are prohibited. **(AHMC 4917)**
10. Rockets, model airplanes, drones, fireworks, golfing, and archery are not permitted in the park. **(AHMC 4910)**
11. All litter must be removed or deposited in trash receptacles. **(AHMC 4919)**
12. This park irrigates using reclaimed water. Do not drink or play in reclaimed water.
13. NO SMOKING ALLOWED IN PUBLIC PARKS.
14. No person shall disturb the peace of the parks by making any loud, obscene, or unusual noises. **(AHMC 4904)**
15. The following are prohibited in all City of Agoura Hills Parks: Inflatable devices (i.e. jolly jumps, lazertag barriers, moon bounces, water slides), children's rides, sumo wrestling/suits, hamster balls (aka Zorbs), speed pitch, dunk tanks, trackless trains, petting zoos (also animal shows, puppy parties, etc.), and pony rides anywhere other than Old Agoura Equestrian Arenas. **(AHMC 4911)**
16. Other ordinances governing use of City of Agoura Hills public parks apply.

Any violation of the above rules is an infraction of the Agoura Hills Municipal Code, Article IV, Chapter 9.

Report all misuses of the park and acts of vandalism to the City of Agoura Hills at 818-597-7300, or the Sheriff's Department at 818-878-1808.

Please respect the use of our city public park. It is here for everyone's enjoyment.

AGOURA HILLS

PARK FACILITY RESERVATION RATES

Call for insurance quote information

RATES	NON-PROFIT	PRIVATE	COMMERCIAL
Ball Fields			
Chumash (softball)	$19/hour	$25/hour	Not permitted
Forest Cove/Old Agoura (baseball)	$19/hour	$25/hour	Not permitted
Basketball Courts			
Forest Cove (half court)	$13/hour	$15/hour	Not permitted
Old Agoura (half court)	$13/hour	$15/hour	Not permitted
Morrison (full court)	$18/hour	$20/hour	Not permitted
Multi-Purpose Fields			
Chumash 1 & 2	$20/hour	$28/hour	Not permitted
Morrison & Sumac	$20/hour	$28/hour	Not permitted
Old Agoura Equestrian Arenas			
Main Arena	$13/hour	$18/hour	$25/hour
Turnout Ring	$10/hour	$15/hour	$20/hour
Picnic Shelters			
Forest Cove, Morrison,	$13/hour	$18/hour	Not permitted
Reyes Adobe & Sumac	$13/hour	$18/hour	Not permitted
ADDITIONAL FEE INFORMATION	**NON-PROFIT**	**PRIVATE**	**COMMERCIAL**
Processing Fee	$25	$25	$25
Base Rental	$40	$40	Not permitted
Refundable Damage Deposit			
Low Impact Use (Picnic Shelter)	$200	$200	Not permitted
High Impact Use (Ballfields, Basketball Courts, Multi-Purpose Fields, Equestrian Arenas)	$500	$500	Not permitted

Damage Deposit is determined by City Staff at time of application. Staff will inspect reserved site within 24 business hours, and if deemed acceptable, either a deposit or a partial deposit will be returned within 30 days.

Revised 9/26/25

Docusign Envelope ID: 1FBB8157-23FE-4351-8027-0CB7581877CC

EXHIBIT C

CALIFORNIA LABOR CODE COMPLIANCE
(Labor Code §§ 1720 et seq., 1813, 1860, 1861, 3700)

If this Agreement calls for work that, in whole or in part, constitute "public works" as defined in the California Labor Code, then:

1. This Agreement is subject to the provisions of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code relating to public works and the public agency ("City") and Permittee agrees to be bound by all the provisions thereof as though set forth in full herein.

2. Permittee shall be registered with the Department of Industrial Relations ("DIR") in accordance with California Labor Code Section 1725.5 and has provided proof of registration to City prior to the Effective Date of this Agreement.

3. Permittee shall comply with the provisions of California Labor Code Sections 1771, 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The applicable prevailing wage determination(s) may be obtained at (http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm), are on file with City, and are available to any interested party upon request. Permittee shall, as a penalty to City, forfeit not more than two-hundred dollars ($200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of Industrial Relations for the work or craft in which the worker is employed for any public work done under this Agreement by Permittee or by any subcontractor.

4. Pursuant to California Labor Code Section 1771.4, Permittee's works are subject to compliance monitoring and enforcement by the Department of Industrial Relations. Permittee shall post job site notices as prescribed by DIR regulations and agrees to furnish the records specified in California Labor Code Section 1776 directly to the Labor Commissioner in the manner prescribed by California Labor Code Section 1771.4(a)(3) and (c)(2).

5. Permittee shall comply with the provisions of California Labor Code Section 1776 which, among other things, require Permittee and each subcontractor to: (1) keep accurate payroll records, (2) certify and make such payroll records available for inspection as provided by Section 1776, and (3) inform City of the location of the records. Permittee is responsible for compliance with Section 1776 by itself and all of its subcontractors.

6. Permittee shall comply with the provisions of California Labor Code Section 1777.5 concerning the employment of apprentices on public works projects, and further agrees that Permittee is responsible for compliance with Section 1777.5 by itself and all of its subcontractors.

Docusign Envelope ID: 1FBB8157-23FE-4351-8027-0CB7581877CC

7. Permittee shall comply with the provisions of California Labor Code Section 1813 concerning penalties for workers who work excess hours. Permittee shall, as a penalty to City, forfeit twenty-five dollars ($25) for each worker employed in the execution of this Agreement by Permittee or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the California Labor Code.

8. California Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, Permittee hereby certifies as follows:

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

Date 11/26/2025 Signature (Permittee): Signed by: Michael Freiberg A1198DF72046465...

Printed Name: Michael Freiberg

CITY OF AGOURA HILLS

REPORT TO CITY COUNCIL

DATE:	**DECEMBER 10, 2025**
TO:	**HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL**
FROM:	**NATHAN HAMBURGER, CITY MANAGER**
BY:	**STEPHANIE POZOS, MANAGEMENT ANALYST** **AMY BRINK, DIRECTOR OF COMMUNITY SERVICES**
SUBJECT:	**APPROVE AGREEMENT FOR CONTRACTOR SERVICES, WITH RAY-MAC PAINTING, INC., FOR MAINTENANCE PAINTING SERVICES AT THE RECREATION AND EVENT CENTER**

The City of Agoura Hills Recreation and Event Center, now 10 years old, continues to serve as a key venue for weddings, community gatherings, and private events. Due to its high visibility and frequent use, maintaining the facility's appearance is essential to ensuring it remains an attractive and desirable location for public and private functions.

To preserve the facility's aesthetic quality and structural condition, maintenance work is required on several exterior features. The proposed work includes:

- Restaining wood surfaces, including trellises and fencing, which have weathered over time and require treatment to maintain their appearance and durability.
- Repainting parking lot light poles to enhance visibility, safety, and overall site appearance, especially during evening events.

These improvements are part of the City's ongoing commitment to preserving community assets and ensuring the Recreation and Event Center remains a premier event destination.

Staff requested quotes from qualified painting contractors experienced in performing maintenance work for large facilities. Ray-Mac Painting, Inc. provided the most competitive quote and demonstrated strong qualifications.

Given their experience and competitive pricing, staff determined that Ray-Mac Painting, Inc. is well suited to perform the required maintenance at the Recreation and Event Center.

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

FISCAL IMPACT

The cost of this project will be funded through the Los Angeles County Regional Park and Open Space District - Measure A Maintenance and Servicing Funds Account 260-4610-601600. Adequate funding is available, and the project cost is within the available balance.

RECOMMENDATION

Staff recommends the City Council approve the Agreement for Contractor Services, with Ray-Mac Painting, Inc., in the amount of $50,000.

Attachments

Agreement - Ray-Mac Painting, Inc.pdf

AGREEMENT FOR CONTRACTOR SERVICES
WITH THE CITY OF AGOURA HILLS

NAME OF CONTRACTOR:	Ray-Mac Painting, Inc.
RESPONSIBLE PRINCIPAL OF CONTRACTOR:	Attn: Ray McGee
CONTRACTOR'S ADDRESS:	79 Daily Drive, Suite 189 Camarillo, CA, 93010
CITY'S ADDRESS:	City of Agoura Hills 30001 Ladyface Court Agoura Hills, CA 91301 Attn: City Manager
PREPARED BY:	Stephanie Pozos
COMMENCEMENT DATE:	December 10, 2025
TERMINATION DATE:	June 30, 2026
CONSIDERATION:	Agreement Price: Not to Exceed: $50,000.00

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

_____

_____

_____

_____

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

AGREEMENT FOR CONTRACTOR SERVICES BETWEEN THE CITY OF AGOURA HILLS AND RAY-MAC PAINTING, INC.

THIS AGREEMENT is made and effective as of December 10, 2025, between the City of Agoura Hills, a municipal corporation ("City") and Ray-Mac Painting, 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, December 10, 2025 , and shall remain and continue in effect until tasks described herein are completed, but in no event later than June 30, 2026, unless sooner terminated pursuant to the provisions of this Agreement.

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

2. SERVICES

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

3. PERFORMANCE

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

4. PREVAILING WAGES

A. Prevailing wages are required on all CITY agreements involving construction, design, and preconstruction phases of construction (including, but not limited to, inspection and land surveying work), and maintenance (except for janitorial or security guards) for work on CITY property.

B. Pursuant to the provisions of Section 1773 of the Labor Code of the State of California, the City Council has obtained the general prevailing rate of per diem wages and the general rate for holiday and overtime work in this locality for each craft, classification, or type of workman needed to execute by this Contractor from the Director of the Department of Industrial Relations. Copies may be obtained from the California Department of Industrial Relations Internet website at http://www.dir.ca.gov. Contractor

shall provide a copy of prevailing wage rates to any staff or subcontractor hired, and shall pay the adopted prevailing wage rates as a minimum. Contractor shall comply with the provisions of Sections 1773.8, 1775, 1776, 1777.5, 1777.6, and 1813 of the Labor Code. Pursuant to the provisions of 1775 of the Labor Code, Contractor shall forfeit to the City, as a penalty, the sum of $50.00 for each calendar day, or portion thereof, for each laborer, worker, or mechanic employed, paid less than the stipulated prevailing rates for any work done under this Agreement, by him or by any subcontractor under him, in violation of the provisions of the Agreement.

5. PAYMENT

A. The City agrees to pay Contractor monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B, Payment Rates and Schedule, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. Any terms in Exhibit B other than the payment rates and schedule of payment are null and void. This amount shall not exceed Fifty Thousand Dollars and Zero Cents ($50,000.00) (“Agreement Price”) for the initial Term of the Agreement unless additional payment is approved as provided in this Agreement.

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

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

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

6. 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.

7. 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."

8. 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. NOTICES

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

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

To City:	City of Agoura Hills 30001 Ladyface Court Agoura Hills, California 91301 Attention: City Manager
To Contractor:	Ray-Mac Painting, Inc. 79 Daily Drive, Suite 189 Camarillo, CA 93010 Attn: Ray McGee, Operations Manager (805)857-5308

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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

Ray-Mac Painting, Inc.
79 Daily Drive, Suite 189
Camarillo, CA 93010
(805)857-5308
raymcgee@raymacpainting.com

By: _____
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:

The maintenance work to be performed under this Contract shall consist of furnishing all tools, equipment, materials, supplies and manufactured articles for the work. It shall also include the furnishing of all transportation and services, including fuel, power, and essential communications, and for the performance of all labor, work, or other operations required for the fulfillment of the Contract in strict accordance with the Contract documents.

Contractor shall provide re-painting and/or re-staining services for the City of Agoura Hills - Agoura Hills Recreation and Event Center (29900 Ladyface Court). The limits of the work will be restricted to areas as determined by City Staff. The contractor shall confirm said areas with City Staff prior to commencement of work. Any work done that is not approved by City staff shall be at the Contractor's expense, and no additional compensation will be provided by the City.

Under the direction of the Director of Community Services or designee, Contractor shall provide repainting and/or re-staining services to the Agoura Hills Recreation and Event Center located at 29900 Ladyface Ct, Agoura Hills, CA 91301. The work shall include, but not limited to, surface preparation, primer, 2 coats of paint system, and clean up.

Contractor shall provide City Staff with written quote for job requested, including estimated time duration and staffing resources to complete the requested project.

Contractor will be required to provide paint samples for City Staff to determine final paint color to be used.

Work Hours
Since the work will be taking place in an occupied city facility, Contractor will be required to coordinate work in such a way as to not disrupt operations. Standard business hours are Monday to Friday, 7:00am to 5:00pm. The Director of Community Services or designee will coordinate with the Contractor to establish the hours of work on a week-to-week basis.

Cost Proposal/Estimate attached.

EXHIBIT B

PAYMENT RATES AND SCHEDULE

Cost Proposal/Estimate attached.

RAY-MAC PAINTING, INC.

79 DAILY DRIVE SUITE 189 CAMARILLO, CA 93010
VENTURA: (844) 4RAYMAC (844-472-9622) • LOS ANGELES: (310) 456-1292 • FAX: (805) 676-1900
WWW.RAYMACPAINTING.COM • EMAIL: raymcgee@raymacpainting.com

October 30, 2025

Attn: Stephanie Pozos
P: 818-597-7367
E: spozos@agourahillscity.org

PROJECT: 29900 Ladyface Court
Agoura Hills, CA 91301

SUBJECT: Cost Proposal/Estimate – Exterior refurbishment of trellis at Rec Center
The following is a cost proposal/estimate for the above referenced project. The scope of work is as follows: hydroblast all surfaces clean. Scrape and sand prior to coating of stain. Color selection to be made by the City of Agoura Hills Recreation Department. Ray-Mac will provide mock-up sample for your review and acceptance.

Event Center #1: $5,376
Event Center #2: $4,992
Event Center Small: $3,072
Event Catering: $6,144
Senior Patio: $4,368
Vertical Wood Shade: $4,500
Fence & Gate @ Classroom: $2,250
Recreation Trellis: $2,680
Approx 25 Light Poles: $6,250

Excludes ferrous metal all other work not noted.
Ray-Mac Painting, Inc. is looking forward to working with you on a mutually rewarding project. Some of our work can be viewed on Raymacpainting.com web site. All work will be according to standard practices and in a workmanlike manner to include all labor, materials, equipment, taxes, and insurance. All surfaces not to be painted will be protected. Upon acceptance this proposal shall be incorporated in total into the subcontract.
Questions or clarifications please contact our office.

Respectfully Submitted,

Ray McGee, Operations Manager
Cell (805)857-5308

Accepted By:

_____
Signature

_____

RAY-MAC PAINTING, INC.

79 DAILY DRIVE SUITE 189 CAMARILLO, CA 93010

VENTURA: (844) 4RAYMAC (844-472-9622) • LOS ANGELES: (310) 456-1292 • FAX: (805) 676-1900

WWW.RAYMACPAINTING.COM • EMAIL: raymcgee@raymacpainting.com

Lic. #888007

raymcgee@raymacpainting.com Printed Name

cc: file Dated_____

CITY OF AGOURA HILLS

REPORT TO CITY COUNCIL

DATE:	**DECEMBER 10, 2025**
TO:	**HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL**
FROM:	**NATHAN HAMBURGER, CITY MANAGER**
BY:	**KIMBERLY RODRIGUES, CITY CLERK**
SUBJECT:	**APPROVE THE CITY COUNCIL 2026 MEETING SCHEDULE**

Generally, the Agoura Hills City Council meets on the second and fourth Wednesdays of each month and meetings that fall on or near a recognized holiday are normally canceled in honor of the respective holiday(s).

Attached is the proposed Agoura Hills City Council 2026 Meeting Schedule, which reflects the following proposed cancellations of the second City Council meetings in July, November, and December. A special meeting may be scheduled on an alternate date if needed.

July 22, 2026 – *Proposed City Council Summer Break*

November 25, 2026 – *Thanksgiving Day*

December 23, 2026 – *Day before Christmas Eve*

Staff also proposes changing the September 23 meeting date to Tuesday, September 22, to accommodate the City Council's attendance at the annual CalCities conference, and moving the November 11 meeting to Tuesday, November 10, due to the Veterans Day holiday.

The Volunteer Recognition Event will be held on February 11, 2026. The Annual Budget Schedule includes Goal Setting Workshops in March and May, followed by the Budget Workshop and Budget Adoption meetings in June. The 2026 State of the City Event is proposed for early November.

FISCAL IMPACT

There is no fiscal impact to the City Council 2025-26 Adopted Budget.

RECOMMENDATION

Staff respectfully recommends the City Council approve the proposed City Council 2026 Meeting Schedule, as presented.

Attachments

City Council 2026 Meeting Schedule.pdf

CITY OF AGOURA HILLS

City Council
2026 Meeting Schedule

The City Council meets on the second and fourth Wednesdays of every month at 6:00 p.m. in the Council Chambers located at City Hall, 30001 Ladyface Court, Agoura Hills, California. For more information, please call (818) 597-7300.

Month	2nd Wednesday	4th Wednesday
January	14	28
February	11 – *Volunteer Recognition*	25
March	11*	25
April	8	22
May	13*	27
June	10*	24*
July	8	No Meeting – Jul 22
August	12	26
September	9	~~23~~ Tuesday – Sep 22
October	14	28
November – 2026 State of the City		
November	~~11~~ Tuesday – Nov 10	No Meeting – Nov 25
December 9, 2025 – City Council Reorganization & Regular		
December	9	No Meeting – Dec 23

* Annual Budget Schedule:

March 11, 2026 – *City Council Goal Setting Workshop followed by Regular City Council Meeting*
May 13, 2026 – *City Council Goal Setting Workshop followed by Regular City Council Meeting*
June 10, 2026 – *City Council Budget Workshop followed by Regular City Council Meeting*
June 24, 2026 – *City Council Public Hearing and Budget Adoption at Regular Meeting*

CITY OF AGOURA HILLS

REPORT TO CITY COUNCIL

DATE:	**DECEMBER 10, 2025**
TO:	**HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL**
FROM:	**NATHAN HAMBURGER, CITY MANAGER**
BY:	**CELESTE BIRD, HUMAN RESOURCES MANAGER**
SUBJECT:	**ADOPT A RESOLUTION APPOINTING RAY TAYLOR AS INTERIM COMMUNITY DEVELOPMENT DIRECTOR**

The position of the Community Development Director became vacant on Tuesday, November 11, 2025. The City has initiated a recruitment for a permanent replacement. To ensure continuity of operations, staff recommends appointing Ray Taylor, a CalPERS annuitant, to serve as Interim Community Development director during the recruitment period.

Under Government Code Section 21221(h), the City Council may appoint a CalPERS retired annuitant to a vacant position on an interim basis while the agency conducts recruitment for a permanent appointment. Ray Taylor has extensive local government experience and has previously served as City Manager for the City of Westlake Village. The interim appointment will ensure steady leadership, strategic advisement, and strong camaraderie within the department during the transition.

FISCAL IMPACT

Ray Taylor will be compensated at an hourly rate of $108.98. not to exceed 960 hours in a fiscal year, with no additional benefits or incentives. Funds are appropriated in account 010-4305-510100 in the Fiscal Year 2025-26 budget and no additional funds or appropriations are required.

RECOMMENDATION

It is recommended that the City Council adopt Resolution No. 25-2120; appointing Ray Taylor as Interim Community Development Director pursuant to Government Code Section 21221(h).

Attachments

Resolution No. 25-2120.pdf

RESOLUTION NO. 25-2120

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AGOURA HILLS, CALIFORNIA, APPOINTING RAY TAYLOR AS INTERIM COMMUNITY DEVELOPMENT DIRECTOR PURSUANT TO GOVERNMENT CODE SECTION 21221(h)

THE CITY COUNCIL OF THE CITY OF AGOURA HILLS HEREBY FINDS, RESOLVES, AND ORDERS AS FOLLOWS:

WHEREAS, the position of Community Development Director is currently vacant, and the City is actively recruiting for a permanent appointment to that position; and

WHEREAS, the City Council desires to appoint Ray Taylor, a CalPERS retired annuitant, to serve as Interim Community Development Director during the recruitment period; and

WHEREAS, Government Code section 21221(h) permits the governing body of a CalPERS contracting agency to appoint a retired person to a vacant position on an interim basis without reinstatement from retirement, provided the appointment meets the requirements of CalPERS laws and regulations; and

WHEREAS, Ray Taylor has specialized skills and experience needed to perform the duties of the Interim Community Development Director; and

WHEREAS, Ray Taylor will work no more than 960 hour per fiscal year and will receive no other benefits, incentives, or compensation in addition to the hourly rate of pay.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Agoura Hills, as follows:

1. The City Council hereby appoints Ray Taylor to serve as Interim Community Development Director effective December 11, 2025.

2. The City Manager (or designee) is authorized to execute the necessary employment documents in compliance with CalPERS requirements.

3. This appointment shall continue until the permanent Community Development Director is appointed or until recruitment is otherwise terminated.

PASSED, APPROVED, and ADOPTED, this 10th day of December 2025, by the following vote to wit:

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

_____
Mayor

ATTEST:

_____
Kimberly M. Rodrigues, City Clerk

CITY OF AGOURA HILLS

REPORT TO CITY COUNCIL

DATE:	**DECEMBER 10, 2025**
TO:	**HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL**
FROM:	**NATHAN HAMBURGER, CITY MANAGER**
BY:	**KELLY FISHER, DEPUTY DIRECTOR OF PUBLIC WORKS** **CHARMAINE YAMBAO, DIRECTOR OF PUBLIC WORKS DIRECTOR / CITY ENGINEER**
SUBJECT:	**ADOPT A RESOLUTION APPROVING MEASURE W SAFE, CLEAN WATER PROGRAM REGIONAL TRANSFER AGREEMENT NO. 2024RPNSMB01 BETWEEN THE CITY OF AGOURA HILLS AND THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT**

On November 6, 2018, Los Angeles County voters approved Measure W which initiated the Safe, Clean Water Program (SCWP) to address water supply and water quality issues throughout the County. The multi-benefit measure generates approximately $300 million annually through a special parcel tax that is used to fund the SCWP's District, Municipal, and Regional programs.

The District Program receives ten percent (10%) of the funding in order for the Los Angeles County Flood Control District (LACFCD) to administer the SCWP. In addition, LACFCD provides technical assistance; completes annual reports and audits, as well as, providing various educational programs.

The Municipal Program receives forty percent (40%) of the funding which is distributed proportionally to each municipality in the County on an annual basis to help fund stormwater projects and programs.

The remaining fifty percent (50%) of funds are applied to the Regional Program which are distributed proportionally to nine (9) watershed areas based on a percentage of impermeable surface areas (buildings, concrete, etc.). The City of Agoura Hills is located within the North Santa Monica Bay Watershed which receives approximately $1.8 million annually to help fund larger capital improvement projects that provide regional benefits.

The City was awarded over $2.9 million in Regional SCWP funding over the course of five (5) years to be applied towards the construction, operations, maintenance, and monitoring for the City's Low Flow Storm Drain Diversion Project (Project). The Project includes installing up to ten (10) precast manhole structures in order to re-direct the urban water from the storm drains to the adjacent public sewer lines during the dry weather season, as well as, the first tenth of an inch of flow from the first storm of the wet-weather season, which can carry pollutants that are harmful to the environment.

The SCWP emphasizes the importance of accountability and transparency in the delivery of stormwater projects and programs. As outlined in the Regional Transfer Agreement, recipients of SCWP funding are held accountable through performance goals that are tracked and reported. The SCWP further requires that the City Council approve, by resolution, Regional Transfer Agreement No. 2024RPNSMB01 in order to receive the funding for the Project.

In addition, Resolution No. 25-2121 authorizes the City Manager, or his designee, to execute and submit all other documents as it pertains to the Transfer Agreement including, but not limited to applications, payment requests, and various progress reports.

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

FISCAL IMPACT

The Transfer Agreement will allow for the transfer of funds to the City from LACFCD for use on the Low Flow Diversion Project. The approved Fiscal Year 2025-26 Budget allocated $977,640 of SCWP funds in the Public Work's Department Storm Drain Diversion Account (260-4610-6323.00).

RECOMMENDATION

Staff respectfully recommends the City Council adopt Resolution No. 25-2121; approving Measure W Safe, Clean Water Program Regional Transfer Agreement No. 2024RPNSMB01 between the City of Agoura Hills and the Los Angeles County Flood Control District.

Attachments

Resolution No. 25-2121.pdf

Measure W Regional Transfer Agreement No. 2024RPNSMB01-Agoura Hills Stormwater Diversion Project.pdf

RESOLUTION NO. 25-2121

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AGOURA HILLS, CALIFORNIA, APPROVING MEASURE W SAFE, CLEAN WATER PROGRAM REGIONAL TRANSFER AGREEMENT NO. 2024RPNSMB01 BETWEEN THE CITY OF AGOURA HILLS AND THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT

THE CITY COUNCIL OF THE CITY OF AGOURA HILLS HEREBY FINDS, RESOLVES, AND ORDERS, AS FOLLOWS:

WHEREAS, the Measure W Safe, Clean Water Program (SCWP) was approved by voters on November 6, 2018; and

WHEREAS, the SCWP Ordinance (Chapter 16 of the Los Angeles County Flood Control District Code) and the SCWP Program Implementation Ordinance (Chapter 18 of the Los Angeles County Flood Control District Code) , administers the SCWP for the purpose of funding projects and programs to increase stormwater and urban runoff capture and reduce stormwater and urban runoff pollution in the Los Angeles County Flood Control District; and

WHEREAS, the City of Agoura Hills was awarded SCWP Funds from the Regional Program in the amount of $2,972,448.80 to fund the construction, operation, maintenance, and water quality monitoring for the Agoura Hills Stormwater Diversion Project; and

WHEREAS, in order to receive SCWP funding, the City of Agoura Hills is required to execute a Regional Transfer Agreement with the Los Angeles County Flood Control District; and

WHEREAS, the County of Los Angeles Board of Supervisors has approved a standard template Agreement in accordance with Section 18.09 of the Los Angeles County Flood Control District Code for the transfer of SCWP funds to Municipalities.

NOW, THEREFORE IT IS HEREBY RESOLVED, ORDERED, AND FOUND by the City Council of the City of Agoura Hills, California, as follows:

1. The foregoing recitals are true and correct.

2. The City Council hereby authorizes the Mayor to execute Regional Transfer Agreement No. 2024RPNSMB01.

3. The City Council directs and authorizes the City Manager, or his/her designee, to execute and submit all other documents as it pertains to the Transfer Agreement, which may be necessary for the completion of the Agoura Hills Diversion Project.

PASSED, APPROVED, AND ADOPTED this 10th day of December, 2025, by the following vote to wit:

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

_____
Mayor

ATTEST:

_____
Kimberly, M. Rodrigues, City Clerk

TRANSFER AGREEMENT BETWEEN
THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT
AND
City of Agoura Hills
AGREEMENT NO. 2024RPNSMB01
SAFE, CLEAN WATER PROGRAM - REGIONAL PROGRAM

This Transfer Agreement, hereinafter referred to as "Agreement," is entered into as of _____ by and between the Los Angeles County Flood Control District, hereinafter referred to as "District," and City of Agoura Hills for Agoura Hills Stormwater Diversion Project, hereinafter referred to as "Recipient."

WHEREAS, District, pursuant to the Los Angeles Region Safe, Clean Water (SCW) Program ordinance (Chapter 16 of the Los Angeles County Flood Control District Code) and the SCW Program Implementation Ordinance (Chapter 18 of the Los Angeles County Flood Control District Code), administers the SCW Program for the purpose of funding Projects and Programs to increase stormwater and urban runoff capture and reduce stormwater and urban runoff pollution in the District;

WHEREAS, Recipient proposes to implement a Funded Activity (as hereafter defined) that is eligible for funding under the SCW Program;

WHEREAS, the Funded Activity is included in a Stormwater Investment Plan (SIP) that has been approved by the County of Los Angeles Board of Supervisors;

WHEREAS, the Board approved a standard template Agreement as required by and in accordance with Section 18.09 of the Los Angeles County Flood Control District Code;

NOW, THEREFORE, in consideration of the promises, mutual representations, covenants and agreements in this Agreement, the District and the Recipient, each binding itself, its successors and assigns, do mutually promise, covenant, and agree as follows:

I. DEFINITIONS

The definitions set forth in Sections 16.03 and 18.02 of the Los Angeles County Flood Control District Code shall apply to this Agreement. In addition, the following definitions shall also apply:

"Activity Completion" means that the Funded Activity is complete to the reasonable satisfaction of the District based on review of reports and other documentation as deemed appropriate by the District. If the Funded Activity is an Infrastructure Program Project on District Right-of-Way a separate use and maintenance agreement is required.

"Activity Costs" means the total costs necessary to achieve Activity Completion. The Activity Costs for the Funded Activity are described in Exhibit A.

"Agreement" means this Transfer Agreement, including all exhibits and attachments hereto.

"Budget Plan" means a Recipient's plan for funding Activity Completion, including a description of all sources of funds for Activity Costs and a description of how the SCW Program Contribution will be allocated among the tasks identified in the Scope of Work within each fiscal year. Recipient's Budget Plan is described in Exhibit A.

"Days" means calendar days unless otherwise expressly indicated.

"Fiscal Year" means the period of twelve (12) months terminating on June 30 of any year.

"Funded Activity" means the Infrastructure Program Project, or Scientific Study described in Exhibit A - Scope of Work, including the Stakeholder and Community Outreach Plan and all other tasks and activities described in Exhibit A.

"Safe Clean Water (SCW) Program Contribution" means the portion of the Activity Costs to be paid for with Regional Program funds provided by the District from the SCW Program as described in the Budget Plan.

"Year" means calendar year unless otherwise expressly indicated.

II. PARTY CONTACTS

The District and the Recipient designate the following individuals as the primary points of contact and communication regarding the Funded Activity and the administration and implementation of this Agreement.

Los Angeles County Flood Control District		Recipient:	
Name:	Kirk Allen	Name:	Kelly Fisher
Address:	900 S Fremont Ave, Alhambra, CA 91803	Address:	30001 Ladyface Ct
Phone:	(626) 458-4331	Phone:	818-597-7338
Email:	kallen@dpw.lacounty.gov	Email:	kfisher@agourahillscity.org

Either party to this Agreement may change the individual identified above by providing written notice of the change to the other party.

III. EXHIBITS INCORPORATED BY REFERENCE

The following exhibits to this Agreement, including any amendments and supplements hereto, are hereby incorporated herein and made a part of this Agreement:

EXHIBIT A - SCOPE OF WORK

EXHIBIT B - GENERAL TERMS AND CONDITIONS

EXHIBIT C - SPECIAL CONDITIONS

EXHIBIT D - ADDENDUM TO AGREEMENT

EXHIBIT E - NATURE-BASED SOLUTIONS (Best Management Practices)

EXHIBIT F - OPERATIONS AND MAINTENANCE GUIDANCE DOCUMENT

IV. ACTIVITY COMPLETION

A. The Recipient shall implement and complete the Funded Activity in accordance with the work schedule described in Exhibit A,

B. The Recipient shall comply with the terms and conditions in Exhibits A, B, C, D, E, and F of this Agreement, and all applicable provisions of Chapters 16 and 18 of the Code.

C. The Recipient shall fulfill all assurances, declarations, representations, and commitments made by the Recipient in its application for SCW Program Contributions, accompanying documents, and communications filed in support of its application for SCW Program Contributions.

V. SCW PROGRAM FUNDING FOR FUNDED ACTIVITY

A. The District shall disburse the SCW Program Contribution for the 24-25 Fiscal Year as described in the corresponding approved Stormwater Investment Plan (SIP) within 45-days of the execution of this Agreement by the last party to sign.

B. If the Funded Activity is included in a duly approved SIP for a subsequent Fiscal Year, the parties shall enter into an addendum to this Agreement, in the form attached as Exhibit D, regarding the disbursement of the SCW Program Contribution for that subsequent Fiscal Year. The Recipient expressly acknowledges and agrees that the District is not obligated to disburse any SCW Program Contributions to Recipient for any Fiscal Year beyond the 24-25 Fiscal Year unless the Funded Activity is included in a duly approved SIP for a subsequent Fiscal Year, the Recipient has complied with the provisions related to the California Environmental Quality Act in Exhibit C, and the parties have duly executed an addendum to this Agreement for that Fiscal Year.

C. Notwithstanding any other provision of this Agreement, no disbursement shall be made at any time or in any manner that is in violation of or in conflict with federal, state, County laws, policies, or regulations.

D. All disbursements shall be subject to and be made in accordance with the terms and conditions in this Agreement and Chapters 16 and 18 of the Code.

E. The Recipient shall submit the scope of work described in Exhibit A 45-days after receipt of this Agreement. If the Funded Activity is included in a duly approved SIP for a subsequent Fiscal Year, subsequent Exhibit A - Scope of Work will be required 45-days after receipt of the addendum to this Agreement.

VI. Execution of Agreement

This Agreement may be executed simultaneously or in any number of counterparts, including both counterparts that are executed manually on paper and counterparts that are in the form of electronic records and are executed electronically, whether digital or encrypted, each of which shall be deemed an original and together shall constitute one and the same instrument.

The District and the Recipient hereby agree to regard facsimile/electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on this Agreement and on any addenda or amendments thereto, delivered or sent via facsimile or electronic mail or other electronic means, as legally sufficient evidence that such original signatures have been affixed to this Agreement and any addenda or amendments thereto such that the parties need not follow up facsimile/electronic transmissions of such documents with subsequent (non-facsimile/electronic) transmission of "original" versions of such documents.

Further, the District and the Recipient: (i) agree that an electronic signature of any party may be used to authenticate this Agreement or any addenda or amendment thereto, and if used, will have the same force and effect as a manual signature; (ii) acknowledge that if an electronic signature is used, the other party will rely on such signature as binding the party using such signature, and (iii) hereby waive any defenses to the enforcement of the terms of this agreement based on the foregoing forms of signature.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

North Santa Monica Bay

City of Agoura Hills

Agoura Hills Stormwater Diversion Project

By: _____

Name:

Title:

Date: _____

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

LOS ANGELES COUNTY
FLOOD CONTROL DISTRICT:

By: _____

Name: Matthew Frary

Title: Assistant Deputy Director

Date: _____

EXHIBIT A - SCOPE OF WORK

A-1. Budget Plan

The Recipient shall submit a detailed Budget Plan for all eligible expenditures for all phases and tasks included in the work schedule for the Funded Activity. The Recipient shall include a summary of leveraged funds and in-kind services for the Funded Activity. For a Funded Activity that will be performed over more than one Fiscal Year, the Budget Plan must clearly identify the amount of SCW Program Contribution for each Fiscal Year.

A-2. Consistent with SCW Program Goals

By signing this Agreement, the Recipient shall provide certification that the Budget Plan is consistent with SCW Program Goals as described in Chapter 18.04 of the Code.

The Recipient shall include a summary of how the identified SCW Program Goals are expected to be achieved through the Funded Activity, including quantitative targets and corresponding metrics for subsequent reporting of all applicable parameters.

A-3. Estimated Reasonable Total Activity Cost

The Recipient shall submit a detailed estimate total Activity Cost for all phases and tasks included in the work schedule for the Funded Activity.

A-4. Funded Activity Description and Scope of Work

The Recipient shall provide a general description of the Funded Activity and a detailed scope of work. The scope of work may include:

1. Project Management, including required reporting
2. General Compliance Requirements/Project Effectiveness and Performance
3. Permitting and Environmental Compliance
4. Planning, Design, and Engineering
5. Stakeholder and Community Outreach/Engagement Activities
6. Right of Way Acquisition
7. Construction and Implementation
8. Operation and Maintenance

A-5. Operations and Maintenance (O&M) Plan

Where the Funded Activity is an Infrastructure Program Project, the Recipient shall submit a plan describing the activities that are expected to be necessary to perform O&M for the Infrastructure Program Project to ensure it remains in good working order throughout the useful life of the Infrastructure Program Project using SCW Program Contributions. The O&M plan shall address the activities described in Exhibit F to the greatest extent feasible and in as much detail as possible based on the completeness of the Project design and construction. The Recipient shall update the O&M plan in connection with each Addenda until completion of the Infrastructure Program Project and the submittal of a final O&M plan.

The Recipient shall specifically identify the entity that will be performing the O&M for the lifetime of the Project. If this is not the Recipient, the Recipient shall submit a letter of commitment from the entity that will be performing the O&M (See Exhibit F, for example activities). The letter of commitment shall include details demonstrating how the provider is qualified and capable of providing the necessary ongoing O&M services.

The Recipient may elect to request the local Municipality or District to provide O&M for the useful life of the Infrastructure Program Project using SCW Program Contributions. If the Recipient does not elect to seek the District's services or if the District is unable to provide the services as requested, the Recipient shall include in the letter of commitment reference to the above details demonstrating how the provider is qualified and capable of providing the necessary ongoing O&M services.

A-6. Post-Construction Monitoring

Where the Funded Activity is an Infrastructure Program Project, stormwater quality monitoring data shall be collected and reported in a manner consistent with the SWRCB database, the CEDEN for a period of three years. The Recipient shall submit a post-construction monitoring plan when the design phase is complete. The post-construction monitoring plan will evaluate the effectiveness of stormwater treatment facilities and include the project description; quality objectives; sampling design; sampling procedures; quality control; data management verification, and reporting; data quality assessment; and data analysis procedures.

A-7. Sustainability Rating

Where the Funded Activity is an Infrastructure Program Project that has applied for Institute for Sustainable Infrastructure (ISI) verification, the Recipient shall submit the final score and Envision award level.

A-8. Stakeholder and Community Outreach/Engagement Plan

The Recipient shall submit a Stakeholder and Community Outreach/Engagement Plan for Infrastructure Program Projects and include a discussion of how local NGOs or CBOs will be involved, if applicable, and if not, why. Additional outreach/engagement activities, even if funded by other sources, should be referenced to provide an overview of anticipated overall project approach. The plan shall, at a minimum include:

1. Community outreach activities to provide information to residents and information about upcoming meetings or other engagement activity event is scheduled. Outreach methods used should be appropriate in scale and type to the community being served. Outreach methods include but are not limited to: Online Media Outreach (email blasts, social media, publication on a website) Local Media Outreach (newsletters, local and regional newspapers, and local radio and television) and/or Grassroots Outreach (door-to-door canvassing, phone banking, surveys and focus groups, and distribution of flyers or other printed materials). The District will support outreach efforts through web-based platforms if requested at least four weeks prior to the requested publish date. The District should be included in all social media outreach and notified of all meetings and other engagement events.
2. Community engagement activities solicit, address and seek input from community members for Funded Activities. These events may occur as part of any public meeting with multiple agenda items such as council, commission or committee meetings where public input is invited; or at festivals, fairs, or open houses where a table or booth may be set up.
3. Stakeholder and Community Outreach/Engagement Plan requirements:

   Stakeholder and Community Outreach/Engagement Plan activities should occur at the onset of the project, during the design phase, and during construction.

Infrastructure Program Project Funds	Required Activity 1	Required Activity 2
Up to $2 M	Outreach or Engagement	
Up to $10 M	Outreach	≥1 Engagement
Over $10 M	Outreach	≥ 2 Engagements

4. If the Funded Activity is for the O&M of an Infrastructure Program Project Stakeholder and Community Outreach/Engagement Plan activities should occur biennially to remind communities of the SCW Program Contribution.
5. Activities and measures to mitigate against displacement and gentrification. This includes, as applicable, an acknowledgment that the Funded Activity will be fully subject to and comply with any County-wide displacement policies as well as with any specific anti-displacement requirements associated with other funding sources.

A-9. Tracking Infrastructure Program Project Benefits

The Recipient shall submit an overview of the benefits achieved upon the Activity Completion. SOW shall include quantitative targets and corresponding metrics for subsequent reporting of all applicable parameters.

A-10. Work Schedule and Completion Date

The Recipient shall submit a detailed schedule, including start and completion dates for all phases and tasks of the scope of work for the Funded Activity. For Funded Activities that will be performed over more than one Fiscal Year, the work schedule must clearly identify the phases and tasks that will be performed in each Fiscal Year.

EXHIBIT B - GENERAL TERMS AND CONDITIONS

B-1. Accounting and Deposit of Funding Disbursement

1. SCW Program Contributions distributed to the Recipient shall be held in a separate interest-bearing account and shall not be combined with other funds. Interest earned from each account shall be used by the Recipient only for eligible expenditures consistent with the requirements of the SCW Program.
2. The Recipient shall not be entitled to interest earned on undisbursed SCW Program Contributions; interest earned prior to disbursement is property of the District.
3. The Recipient shall operate in accordance with Generally Accepted Accounting Principles (GAAP).
4. The Recipient shall be strictly accountable for all funds, receipts, and disbursements related to all SCW Program Contributions made to the Recipient.

B-2. Acknowledgement of Credit and Signage

The Recipient shall include appropriate acknowledgement of credit to the District for its support when promoting the Funded Activity or using any data and/or information developed under this Agreement. When the Funded Activity involves the construction phase of an Infrastructure Program Project, signage shall be posted in a prominent location at Project site(s) or at the Recipients headquarters and shall include the Safe, Clean Water Program color logo and the following disclosure statement: "Funding for this project has been provided in full or in part from the Los Angeles County Flood Control District's Safe, Clean Water Program." At a minimum the sign shall be 2' x 3' in size. The Recipient shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within this paragraph.

When the Funded Activity involves a scientific study, the Recipient shall include the following statement in the study report: "Funding for this study has been provided in full or in part from the Los Angeles County Flood Control District's Safe, Clean Water Program." The Recipient shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within this paragraph.

B-3. Acquisition of Real Property - Covenant

Any real property acquired in whole or in part with SCW Program funds shall be used for Projects and Programs that are consistent with the SCW Program Goals and with the provisions of Chapter 16 and 18 of the Code.

Any Recipient that acquires the fee title to real property using, in whole or in part, SCW Program funds shall record a document in the office of the Registrar-Recorder/County Clerk containing a covenant not to sell or otherwise convey the real property without the prior express written consent of the District, which consent shall not be unreasonably withheld.

B-4. Amendment

Except as provided in Section II of the Agreement, no amendment or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties. No oral or written understanding or agreement not incorporated in this Agreement is binding on any of the parties.

B-5. Assignment

The Recipient will not assign this Agreement without the prior consent of the District.

B-6. Audit and Recordkeeping

1. The Recipient shall retain for a period of seven (7) years after Activity Completion, all records necessary in accordance with Generally Accepted Accounting Principles to determine the amounts expended, and eligibility of Projects implemented using SCW Program Contributions. The Recipient, upon demand by authorized representatives of the District, shall make such records available for examination and review or audit by the District or its authorized representatives. Records shall include accounting records, written policies and procedures, contract files, original estimates, correspondence, change order files, including documentation covering negotiated settlements, invoices, and any other supporting evidence deemed necessary to substantiate charges related to SCW Program Contributions and expenditures.
2. The Recipient is responsible for obtaining an independent audit to determine Funded Activity compliance with the terms and conditions of this Agreement and all requirements applicable to the Recipient contained in chapters 16 and 18 of the Code promptly upon Activity Completion. For a Funded Activity that will be performed over the course of a period exceeding three years, the District may also perform an interim independent audit every three (3) years until Activity Completion. Audits shall be funded with Regional Program funds.
3. Recipient shall file a copy of the Activity Completion audit report with the District by the end of the ninth (9^{th}) month from Activity Completion. Recipient shall file a copy of all interim audit reports by the ninth (9^{th}) month

from the end of each three (3) year period. Audit reports shall be posted on the District's publicly accessible website.

End-of-Activity		Every Third Fiscal Year		
Projected End Date	**Audit Report Due to District**	**SIP Fiscal Year**	**Audit Period**	**Audit Report Due to District**
1/15/2026	No later than 10/31/2026	2024-25	7/1/2024 to 6/30/2027	No later than 3/31/2028

4. Upon reasonable advanced request, the Recipient shall permit the Chief Engineer, at the District's cost and expense, to examine the Funded Activity. The Recipient shall permit the authorized District representative, including the Auditor-Controller, at the District's cost and expense, to examine, review, audit, and transcribe any and all audit reports, other reports, books, accounts, papers, maps, and other records that relate to the Funded Activity.
5. Expenditures determined by an audit to be in violation of any provision of Chapters 16 or 18 of the Code, or of this Agreement, shall be subject to the enforcement and remedy provisions of Section 18.14 of the Code.

If at any time the Funded Activity cannot fulfill the provisions outlined in Exhibit A, the accounts and books of the Recipient may be reviewed or audited by the District.

B-7. Availability of Funds

District's obligation to disburse the SCW Program Contribution is contingent upon the availability of sufficient funds to permit the disbursements provided for herein. If sufficient funds are not available for any reason including, but not limited to, failure to fund allocations necessary for disbursement of the SCW Program Contribution, the District shall not be obligated to make any disbursements to the Recipient under this Agreement. This provision shall be construed as a condition precedent to the obligation of the District to make any disbursements under this Agreement. Nothing in this Agreement shall be construed to provide the Recipient with a right of priority for disbursement over any other recipient. If any disbursements due the Recipient under this Agreement are deferred because sufficient funds are unavailable, it is the intention of the District that such disbursement will be made to the Recipient when sufficient funds do become available, but this intention is not binding. If this Agreement's funding for any fiscal year is reduced or deleted by order of the Board, the District shall have the option to either cancel this Agreement with no liability occurring to the District or offer an amendment to the Recipient to reflect the reduced amount.

1. The Recipient will not seek disbursement of any Activity Costs that will be disbursed or reimbursed from other funding sources.
2. The Recipient agrees that it will not request a disbursement unless that cost is allowable, reasonable, and allocable.

B-8. Choice of Law

The laws of the State of California govern this Agreement.

B-9. Claims

Any claim of the Recipient is limited to the rights, remedies, and claims procedures provided to the Recipient under this Agreement. Recipient expenditures of a SCW Program Contribution that involves the District shall utilize a separate and specific agreement to that Project that includes appropriate indemnification superseding that in this Agreement.

B-10. Completion of Funded Activity by the Recipient

The Recipient agrees to pay any and all Activity Costs in excess of the SCW Program Contribution necessary for Activity Completion. The Recipient expressly acknowledges and agrees that if the SCW Program Contribution is not sufficient to pay the Activity Costs in full, the Recipient shall nonetheless complete the Funded Activity and pay that portion of the Activity Costs in excess of the SCW Program Contribution, subject to the provisions of Exhibit C, as applicable.

B-11. Compliance with Law, Regulations, etc.

The Recipient shall, at all times, comply with and require its contractors and subcontractors to comply with all applicable

County, state and federal laws, rules, guidelines, regulations, and requirements. Without limitation of the foregoing, the Recipient agrees that, to the extent applicable, the Recipient shall comply with the Code.

B-12. Competitive Bidding and Procurements

The Recipient's contracts with other entities for the acquisition of goods and services and construction of public works with SCW Program Contributions must be in writing and shall comply with all applicable laws and regulations regarding the securing of competitive bids and undertaking competitive negotiations. If the Recipient does not have a written policy to award contracts through a competitive bidding or sole source process, the State Contracting Manual rules must be followed and are available at: https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/State-Contracting#@ViewBag.JumpTo

B-13. Continuous Use of Funded Activity; Lease or Disposal of Funded Activity

Where the Funded Activity involves an Infrastructure Program Project, the Recipient shall not abandon, substantially discontinue use of, lease, or dispose of all or a significant part or portion of the Funded Activity during the useful life of 30 years of the Funded Activity without prior written approval of the District. Such approval may be conditioned as determined to be appropriate by the District, including a condition requiring repayment of pro rata amount of all disbursed SCW Program Contributions together with interest on said amount accruing from the date of abandonment, substantial discontinuance, lease or disposal of the Project.

B-14. Default Provisions

The Recipient will be in default under this Agreement under any of the following circumstances:

1. The Recipient has made or makes any false warranty, representation, or statement with respect to this Agreement, any addendum or the application filed to obtain this Agreement;
2. The Recipient materially breaches this Agreement or any addendum, including but not limited to:
   a. Fails to operate or maintain Project in accordance with this Agreement;
   b. Fails to submit timely Quarterly Progress/Expenditure Reports.
   c. Fails to remain in Good Standing (see Section B-34, below).
   d. The Recipient fails to maintain reasonable progress toward SCW Program Goals as described in Section 18.04 of the Code, following an opportunity to cure.
   e. The Recipient fails to maintain reasonable progress toward Project Completion.
   f. Use of SCW Program Contributions for ineligible expenses and/or activities not consistent with the Agreement.
   g. Inappropriate use of SCW Program Contributions, as deemed by the District

Should an event of default occur, the District shall provide a notice of default to the Recipient and shall give the Recipient at least ten calendar days or such longer period as the District, in its reasonable discretion, may authorize, to cure the default from the date the notice is sent via first-class mail to the Recipient. If the Recipient fails to cure the default within the time prescribed by the District, the District may do any of the following:

1. Declare the SCW Program Contribution be immediately repaid, with interest, which shall be equal to the State of California general obligation bond interest rate in effect at the time of the default.
2. Terminate any obligation to make future payments to the Recipient.
3. Terminate the Agreement.
4. Take any other action that it deems necessary to protect its interests.

The Recipient shall not be in default under this Agreement as a result of any breach of this Agreement by the Recipient that is the direct result of the District's failure to make a SCW Program Contribution for any Fiscal Year. Under these circumstances the District may, in its reasonable discretion, terminate this Agreement by providing the Recipient with a written notice of termination. If this Agreement is terminated pursuant to this paragraph, the parties shall thereafter have no further obligations to each other in connection with the Funded Activity except that the Recipient's indemnification obligations shall survive the termination of this Agreement and continue in full force and effect.

B-15. Disputes

Should a dispute arise between the parties, the party asserting the dispute will notify the other parties in writing of the dispute. The parties will then meet and confer within 21 calendar days of the notice in a good faith attempt to resolve the dispute.

If the matter has not been resolved through the process set forth in the preceding paragraph, any party may initiate mediation of the dispute. Mediation will be before a retired judge or mediation service mutually agreeable to the parties. All costs of the mediation, including mediator fees, will be paid one-half by the District and one-half by the Recipient. SCW Program Contributions shall not be used to pay for any costs of the mediation.

The parties will attempt to resolve any dispute through the process set forth above before filing any action relating to the dispute in any court of law.

B-16. Final Inspection and Certification of Registered Professional

Where the Funded Activity is an Infrastructure Program Project, upon completion of the design phase and before construction, the Recipient shall provide certification by a California Registered Professional (i.e., Professional Civil Engineer, Engineering Geologist) that the design has been completed.

Where the Funded Activity is an Infrastructure Program Project, upon completion of the Project, the Recipient shall provide for a final inspection and certification by a California Registered Professional (i.e., Professional Civil Engineer, Engineering Geologist), that the Project has been completed in accordance with submitted final plans and specifications and any modifications thereto and in accordance with this Agreement.

B-17. Force Majeure.

In the event that Recipient is delayed or hindered from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials not related to the price thereof, riots, insurrection, war, or other reasons of a like nature beyond the control of the Recipient, then performance of such acts shall be excused for the period of the delay, and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

B-18. Funded Activity Access

When the Funded Activity involves an Infrastructure Program Project the Recipient shall, upon receipt of reasonable advance notice from the District, ensure that the District or any authorized representative of the foregoing, will have safe and suitable access to the site of the Funded Activity at all reasonable times through Activity Completion.

B-19. Funding Considerations and Exclusions

1. All expenditures of the SCW Program Contribution by Recipient must comply with the provisions of Chapters 16 and 18 of the Code, including but not limited to the provisions regarding eligible expenditures contained in Section 16.05.A.2 and the provision regarding ineligible expenditures contained in Section 16.05.A.3.

2. SCW Program Contributions shall not be used in connection with any Funded Activity implemented as an Enhanced Compliance Action ("ECA") and/or Supplemental Environmental Project ("SEP") as defined by State Water Resources Control Board Office of Enforcement written policies, or any other Funded Activity implemented pursuant to the settlement of an enforcement action or to offset monetary penalties imposed by the State Water Resources Control Board, a Regional Water Quality Control Board, or any other regulatory authority; provided, however, that SCW funds may be used for a Funded Activity implemented pursuant to a time schedule order ("TSO") issued by the Los Angeles Regional Water Quality Control Board if, at the time the TSO was issued, the Funded Activity was included in an approved watershed management program (including enhanced watershed management programs) developed pursuant to the MS4 Permit.

   Recipient certifies that: (a) the Funded Activity is not being implemented as an ECA or SEP; (b) the Funded Activity is not being implemented pursuant to the settlement of an enforcement action or to offset monetary penalties imposed by the State Water Resources Control Board, a Regional Water Quality Control Board, or any other regulatory authority; and (c) the Funded Activity is not being implemented pursuant to a TSO issued by the Los Angeles Regional Water Quality Control Board unless, at the time the TSO was issued, the Funded Activity was included in an approved watershed management program (including enhanced watershed management programs) developed pursuant to the MS4 Permit.

B-20. Indemnification

The Recipient shall indemnify, defend and hold harmless the District and their elected and appointed officers, agents, and employees from and against any and all liability and expense arising from any act or omission of the Recipient, its officers, employees, agents, or subconsultants or contractors in conjunction with Recipient's performance under or pursuant to this Agreement, including defense costs, legal fees, claims, actions, and causes of action for damages of any nature whatsoever, including but not limited to bodily injury, death, personal injury, or property damage.

B-21. Independent Actor

The Recipient, and its agents and employees, if any, in the performance of this Agreement, shall act in an independent capacity and not as officers, employees, or agents of the District.

The Recipient shall not contract work with a contractor who is in a period of debarment from any agency within the District. (LACC Chapter 2.202)

B-22. Integration

This is an integrated Agreement. This Agreement is intended to be a full and complete statement of the terms of the agreement between the District and Recipient, and expressly supersedes any and all prior oral or written agreements, covenants, representations and warranties, express or implied, concerning the subject matter of this Agreement.

B-23. Lapsed Funds

1. The Recipient shall be able to carry over uncommitted Special Parcel Tax funds for up to five (5) years from the end of the fiscal year in which those funds are transferred from the District to the Recipient.
2. If the Recipient is unable to expend the SCW Program Contribution within five (5) years from the end of the Fiscal Year in which those funds are transferred from the District to the Recipient, then lapsed funding procedures will apply. Lapsed funds are funds that were transferred to the Recipient but were not committed to eligible expenditures by the end of the fifth (5^{th}) fiscal year after the fiscal year in which those funds were transferred from the District.
3. Lapsed funds shall be allocated by the Watershed Area Steering Committee of the respective Watershed Area to a new Project with benefit to that Municipality or Watershed Area.
4. In the event that funds are to lapse, due to circumstances beyond the Recipient's control, then the Recipient may request an extension of up to twelve (12) months in which to commit the funds to eligible expenditures. Extension Requests must contain sufficient justification and be submitted to the District in writing no later than three (3) months before the funds are to lapse.
5. The decision to grant an extension is at the sole discretion of the District.
6. Funds still uncommitted to eligible expenditures after an extension is granted will be subject to lapsed funding procedures without exception.
7. Example:

Fiscal Year Transferred	**Funds Lapse After**	**Extension Request Due**	**Commit By**
2024-25	6/30/2030	No later than 3/31/2030	No later than 6/30/2031

B-24. Modification

This Agreement may be amended or modified only by mutual written consent of the Board and Recipient.

B-25. Non-Discrimination

The Recipient agrees to abide by all federal, state, and County laws, regulations, and policies regarding non-discrimination in employment and equal employment opportunity.

B-26. No Obligation of the District

The District will transfer the SCW Program Contribution to the Recipient for the funding of the Funded Activity. The District will have no further obligation, other than to transfer the funds, with respect to the Funded Activity itself.

B-27. No Third-Party Rights

The parties to this Agreement do not create rights in, or grant remedies to, any third party as a beneficiary of this Agreement, or of any duty, covenant, obligation, or undertaking established herein

B-28. Notice

1. The Recipient shall notify the District in writing within five (5) working days of the occurrence of the following:

    a. Bankruptcy, insolvency, receivership or similar event of the Recipient; or
    b. Actions taken pursuant to State law in anticipation of filing for bankruptcy.

2. The Recipient shall notify the District within ten (10) working days of any litigation pending or threatened against the Recipient regarding its continued existence, consideration of dissolution, or disincorporation.
3. The Recipient shall notify the District promptly of the following:

    a. Any significant deviation from in the submitted scope of the Funded Activity for the current Fiscal Year, including discussion of any major changes to the scope of the Funded Activity, noteworthy delays in implementation, anticipated reduction in benefits, and/or modifications that change the SCW Program Goals intended to be accomplished by the Funded Activity. Under no circumstances may the Recipient make changes to the scope of the Funded Activity without receiving prior approval.
    b. Cessation of work on the Funded Activity where such cessation of work is expected to or does extend for a

period of thirty (30) days or more;
c. Any circumstance, combination of circumstances, or condition, which is expected to or does delay Activity Completion;
d. Discovery of any potential archaeological or historical resource. Should a potential archaeological or historical resource be discovered during construction, the Recipient agrees that all work in the area of the find will cease until a qualified archaeologist has evaluated the situation and made recommendations regarding preservation of the resource. When the District is acting as the Lead Agency under CEQA for the Funded Activity, all work in the area of the find will remain suspended until the District has determined what actions should be taken to protect and preserve the resource and the Recipient agrees to implement appropriate actions as directed by the District;
e. Any public or media event publicizing the accomplishments and/or results of this Agreement and provide the opportunity for attendance and participation by District representatives with at least fourteen (14) days' notice to the District;
f. Activity completion.

B-29. Public Records

The Recipient acknowledges that, except for a subset of information regarding archaeological records, the Funded Activity records and locations are public records including, but not limited to, all of the submissions accompanying the application, all of the documents incorporated by reference into this Agreement, and all reports, disbursement requests, and supporting documentation submitted hereunder.

B-30. Recipient's Responsibility for Work

The Recipient shall be responsible for all work and for persons or entities engaged in work performed pursuant to this Agreement including, but not limited to, contractors, subcontractors, suppliers, and providers of services. The Recipient shall be responsible for responding to any and all disputes arising out of its contracts for work on the Project. The District will not mediate disputes between the Recipient and any other entity concerning responsibility for performance of work.

B-31. Related Litigation

The Recipient is prohibited from using the SCW Program Contribution to pay costs associated with any litigation described in Section 16.05.A.3. of the Code. Regardless of whether the Project or any eventual related project is the subject of litigation, the Recipient agrees to complete the Project funded by the Agreement or to repay all the SCW Program Contribution plus interest to the District.

B-32. Remaining Balance

In the event that the Recipient does not spend all the SCW Program Contribution disbursed for the Funded Activity, Recipient shall promptly return the unspent SCW Program Contribution to the District.

B-33. Reporting

The Recipient shall be subject to and comply with all applicable requirements of the District regarding reporting requirements. Recipients shall report available data through the SCW Reporting Module, once available.

1. The Recipient shall submit midyear Progress/Expenditure Reports, using a format provided by the District, not later than forty-five (45) days after the end of the second quarter (December) to the District. The Progress/Expenditure Reports shall be posted on the District's publicly accessible website. The Progress/Expenditure Report shall include:
   a. Amount of funds received;
   b. Percent overall Funded Activity completion estimate;
   c. Breakdown of how the SCW Program Contribution has been expended;
   d. Documentation that the SCW Program Contribution was used for eligible expenditures in accordance with Chapters 16 and 18 of the Code;
   e. Description of activities that have occurred, milestones achieved, and progress made to date, during the applicable reporting period including comparison to Exhibit A submission and corresponding metrics;
   f. Identification of any phases or tasks of the scope of work that were scheduled to be started or completed during the reporting period (according to the work schedule), but which were delayed, and a discussion of the reasons for the delay, and of lessons learned;
   g. Scheduling concerns and issues encountered that may delay completion of the task;
   h. Work anticipated for the next reporting period;
   i. Any anticipated schedule or budget modifications;
   j. Photo documentation (e.g. photos of community outreach events, stakeholder meetings, groundbreaking ceremonies, and project site that may be used on the publicly accessible District website) of the phases or tasks of the Project completed during the reporting period, as appropriate;

k. Additional financial or project-related information as required by the District;
l. Certification from a California Registered Professional (Civil Engineer or Geologist, as appropriate), that the Project was conducted in accordance with Exhibit A;
m. Status of Recipient's insurance; and
n. Description of post-performance for each completed infrastructure project is required after the first operational year and for a total of three years after the project begins operation. Post-performance reports shall focus on how each project is actually performing compared to its expected performance; whether the project is operated and maintained and providing intended benefits as proposed. A post-performance template will be provided by the District.

2. Annually, a summary of the Progress/Expenditure Reports shall be submitted to the Watershed Area Steering Committees to explain the previous year's Progress/Expenditure Reports by the Recipient. The summary report shall be submitted not later than forty-five (45) days after the end of the fourth quarter (June). The summary report shall include all items described in section B-33.1 for the third and fourth quarter, in addition to the following:
   a. Description of the Water Quality Benefits, Water Supply Benefits, and Community Investment Benefits and a summary of how funds have been allocated to achieve SCW Program Goals as articulated in Chapter 18.04 of the Code for the prior year. This includes comparisons to Exhibit A and alignment with corresponding specific quantitative targets and metrics (note that SCW Reporting Module will facilitate graphical representation of pertinent data).
   b. When the Funded Activity is an Infrastructure Program Project, include a description of how the County's Local and Targeted Worker Hire Policy has been applied and enforced; or if the Recipient is a Municipality and has adopted its own policy, include a description of how its policy was applied and enforced.
   c. Where the Funded Activity is an Infrastructure Program Project that has applied for Institute for Sustainable Infrastructure (ISI) verification, include a description of the final score and Envision award level. Annually, the Recipient shall prepare and provide members of the public with up-to-the-date information on the actual and budgeted use of the SCW Program Contribution.

Report	**End of Reporting Period**	**Report Due**
Midyear Progress/Expenditure Report	December	February 15
Annual Summary Report	June	August 15

3. 4. As Needed Information or Reports. The Recipient agrees to promptly provide such reports, data, and information as may be reasonably requested by the District including, but not limited to material necessary or appropriate for evaluation of the SCW Program or to fulfill any reporting requirements of the County, state or federal government:

B-34. Representations, Warranties, and Commitments

The Recipient represents, warrants, and commits as follows:

1. Authorization and Validity. The execution and delivery of this Agreement, including all incorporated documents, by the individual signing on behalf of Recipient, has been duly authorized by the governing individual(s), board or body of Recipient, as applicable. This Agreement constitutes a valid and binding obligation of the Recipient, enforceable in accordance with its terms, except as such enforcement may be limited by law.
2. No Violations. The execution, delivery, and performance by the Recipient of this Agreement, including all incorporated documents, do not violate any provision of any law or regulation in effect as of the date set forth on the first page hereof, or result in any breach or default under any contract, obligation, indenture, or other instrument to which the Recipient is a party or by which the Recipient is bound as of the date set forth on the first page hereof.
3. No Litigation. There are no pending or, to the Recipient's knowledge, threatened actions, claims, investigations, suits, or proceedings before any governmental authority, court, or administrative agency which affect the Recipient's ability to complete the Funded Activity.
4. Solvency. None of the transactions contemplated by this Agreement will be or have been made with an actual intent to hinder, delay, or defraud any present or future creditors of the Recipient. As of the date set forth on the first page hereof, the Recipient is solvent and will not be rendered insolvent by the transactions contemplated by this Agreement. The Recipient is able to pay its debts as they become due.
5. Legal Status and Eligibility. The Recipient is duly organized and existing and in good standing under the laws of the State of California and will remain so through Activity Completion. The Recipient shall at all times maintain its current legal existence and preserve and keep in full force and effect its legal rights and authority through Activity Completion.
6. Insurance. The Recipient shall follow the Insurance Manual prepared by the Risk Management Office of the Los Angeles County Chief Executive Office. For Infrastructure Program Projects the Recipient shall provide

General Liability, Automobile Liability, Worker's Compensation and Employer's Liability, Builder's Risk Course of Construction Insurance, and Professional Liability as specified in the Insurance Manual: https://riskmanagement.lacounty.gov/wp-content/uploads/2019/06/Insurance-Manual-revised-May-2019.pdf

B-35. Requirements for Good Standing

The Recipient must currently be in compliance with the District requirements set forth in this Agreement. The Recipient must demonstrate it has not failed to comply with previous County and/or District audit disallowances within the preceding five years.

B-36. Requirements Related to Recipient's Contractors

1. The Recipient shall apply and enforce provisions mirroring those set forth in the then-current version of the County's Local and Targeted Worker Hire Policy (LTWHP) as to contractors performing work on such a Project. Alternatively, if the Recipient is a Municipality and has adopted its own policy that is substantially similar to the LTWHP, the Recipient may, at its election, choose to apply and enforce the provisions of its own such policy as to contractors performing work on such a Project in lieu of the provisions of the LTWHP.
2. The Recipient shall apply and enforce provisions mirroring those set forth in Los Angeles County Code (LACC) Chapter 2.211 (Disabled Veteran Business Enterprise Preference Program), LACC, Chapter 2.204 (Local Small Business Enterprise Preference Program), LACC, Chapter 2.205 (Social Enterprise Preference Program), LACC, Chapter 2.203 (Contractor Employee Jury Service Ordinance), LACC Chapter 2.206 (Defaulted Tax Program), LACC, Chapter 2.200 (Child Support Compliance Program, LACC, Chapter 2.160 (County Lobbyist Ordinance), Safely Surrendered Baby Law, and Zero Tolerance Policy on Human Trafficking, as to contractors performing work on such an Infrastructure Program Project, subject to statutory authorization for such preference program(s), and subject to applicable statutory limitations for such preference(s); and, furthermore, the Recipient shall take actions to promote increased contracting opportunities for Women-Owned Businesses on the Project, subject to applicable State or federal constitutional limitations.
3. The Recipient shall obtain all necessary approvals, entitlements, and permits required to implement the Project. Failure to obtain any necessary approval, entitlement, or permit shall constitute a breach of a material provision of this Agreement.
4. With respect to a Project funded with SCW Program Contributions through the Regional Program, if the Project has an estimated capital cost of over twenty-five million dollars ($25,000,000),as adjusted periodically by the Chief Engineer in accordance with changes in the Consumer Price Index for all urban consumers in the Los Angeles area, or other appropriate index, a provision that the Infrastructure Program Project Developer for such a Project must require that all contractors performing work on such a Project be bound by the provisions of: (1) a County-wide Project Labor Agreement (Community Workforce Agreement), if such an agreement has been successfully negotiated between the County and the Trades and is approved by the Board, or (2) a Project Labor Agreement ("PLA") mirroring the provisions of such Community Workforce Agreement.
5. With respect to a Project funded with SCW Program Contributions through the Regional Program, if one or more of the Municipalities that is a financial contributor to a Project has its own PLA, a provision that the Infrastructure Program Project Developer for the Project must require that contractors performing work on the Project are bound to such PLA. If more than one of the contributing Municipalities to a capital project has a PLA, the Project Developer shall determine which of the PLAs will be applied to the Project.
6. Payment Bond. Payment bonds for exceeding twenty-five thousand dollars are required. A payment bond is defined as a surety bond posted by a contractor to guarantee that its subcontractors and material suppliers on the Project will be paid.
7. Performance Bond. Where contractors are used, the Recipient shall not authorize construction to begin until each contractor has furnished a performance bond in favor of the Recipient in the following amounts: faithful performance (100%) of contract value, and labor and materials (100%) of contract value. This requirement shall not apply to any contract for less than $25,000.00. Any bond issues pursuant to this paragraph must be issued by a California-admitted surety. (Pub. Contract Code, 7103; Code Civ. Proc. 995.311.)
8. Prevailing Wage. The Recipient agrees to be bound by all the provisions of Sections 1771 and 1774 of the California Labor Code regarding prevailing wages and requires each of subcontractors to also comply. The Recipient shall monitor all contracts resulting from this Agreement to assure that the prevailing wage provisions of the Labor Code are being met. The Recipient affirms that it is aware of the provisions of section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance, and the Recipient affirms that it will comply with such provisions before commencing the performance of the work under this Agreement and will make it contractors and subcontractors aware of this provision .
9. Public Funding. This Funded Activity is publicly funded. Any service provider or contractor with which the Recipient contracts must not have any role or relationship with the Recipient, that, in effect, substantially limits the Recipient's ability to exercise its rights, including cancellation rights, under the contract, based on all the facts and circumstances.

B-37. Travel

Any reimbursement for necessary ground transportation and lodging shall be at rates not to exceed those set by the California Department of Human Resources; per diem costs will not be eligible expenses. These rates may be found at http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx. Reimbursement will be at the State travel amounts that are current as of the date costs are incurred by the Recipient. No travel outside the Los Angeles County Flood Control District region shall be reimbursed unless prior written authorization is obtained from the Program Manager.

B-38. Unenforceable Provision

In the event that any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable, the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

EXHIBIT C - SPECIAL CONDITIONS

[If the Recipient is a public agency]

C-1. The Recipient acknowledges and agrees that the Recipient is the "lead agency" regarding compliance with the

California Environmental Quality Act (CEQA) in connection with the Funded Activity and shall be responsible for the preparation of all documentation, analysis and other work and any mitigation necessary to comply with CEQA in connection with the Funded Activity. By entering into this Agreement, the District is not approving any activity that would be considered a project under CEQA.

C-2. Upon the completion of the documentation, analysis and other work necessary to comply with CEQA as described in section C-1, the Recipient shall promptly provide such documentation, analysis and work to the District. The Recipient acknowledges that the District is a Responsible Agency under CEQA in connection with the Funded Activity and that the District will not disburse the SCW Program Contribution for any activities that meet the definition of a project under CEQA until the Recipient has provided such documentation, analysis and other work to the District and the District has complied with its obligations as a Responsible Agency under CEQA.

C-3. In addition to its other indemnification obligations pursuant to this Agreement, the Recipient hereby agrees to indemnify, defend, and hold harmless District, the County of Los Angeles and their officers, employees, and agents from and against any and all claims and/or actions related to the Funded Activity that may be asserted by any third party or public agency alleging violations of CEQA or the State CEQA Guidelines or the NEPA.

C-4. Notwithstanding any other provision of this Agreement, if any documentation or other analysis pursuant to CEQA discloses that the Funded Activity, or portion thereof, will have one or more significant environmental impacts that cannot be feasibly mitigated, the Recipient shall promptly notify and consult with the District. With the District's approval, the Recipient may determine to terminate or modify the implementation of all or any portion of the Funded Activity in order to avoid such environmental impacts.

C-5. In the event the parties, pursuant to the preceding paragraph, determine to terminate the implementation of the entirety of the Funded Activity, the Recipient shall promptly return all previously disbursed but unspent SCW Program Contributions and the Recipient shall thereafter have no further obligation under this Agreement to implement the Funded Activity. In the event the parties determine to terminate the implementation of a portion of the Funded Activity, the Recipient shall promptly return all previously disbursed but unspent SCW Program Contributions for the terminated portion of the Funded Activity and the Recipient shall thereafter have no further obligation under this Agreement to implement the terminated portion of the Funded Activity, but this Agreement shall remain in full force and effect as to the portion of the Funded Activity not terminated.

[If the Recipient is not a public agency]

C-1. The Recipient shall be responsible for the preparation of all documentation, analysis and other work including any mitigation, necessary to comply with the California Environmental Quality Act (CEQA) in connection with the Funded Activity. Environmental documentation prepared in connection with the Funded Activity will be subject to the review and analysis of the District. Any decisions based on the documentation prepared by the Recipient will reflect the independent judgment of District. By entering into this Agreement, the District is not approving any activity that would be considered a project under CEQA and the Recipient acknowledges that the District will not disburse the SCW Program Contribution for any activities that meet the definition of a project under CEQA until the Recipient has prepared the documentation, analysis and other work necessary to comply with CEQA to the District's satisfaction.

C-2. In addition to its other indemnification obligations pursuant to this Agreement, the Recipient hereby agrees to indemnify, defend, and hold harmless District, the County of Los Angeles and their officers, employees, and agents from and against any and all claims and/or actions related to the Funded Activity that may be asserted by any third party or public agency alleging violations of CEQA or the CEQA Guidelines or the NEPA.

C-3. Notwithstanding any other provision of this Agreement, if any documentation or other analysis pursuant to CEQA discloses that the Funded Activity or any portion thereof will have one or more significant environmental impacts that cannot be feasibly mitigated, the District, after consultation with the Recipient, may terminate the SCW Program Contribution for all or any portion of the Funded Activity or may request that the Funded Activity be modified in order to avoid such environmental impact(s).

C-4. In the event that the District terminates the SCW Program Contribution for the entirety of the Funded Activity, the Recipient shall promptly return all previously disbursed but unspent SCW Program Contributions and the Recipient shall thereafter have no further obligation under this Agreement to implement the Funded Activity. In the event the District terminates the SCW Program Contribution for a portion on of the Funded Activity, the Recipient shall promptly return all previously disbursed but unspent SCW Program Contributions for the terminated portion of the Funded Activity and the Recipient shall thereafter have no further obligation under this Agreement to implement the terminated portion of the Funded Activity, but this Agreement shall remain in full force and effect as to the portion of the Funded Activity for which the SCW Program Contribution was not terminated.

EXHIBIT D - ADDENDUM TO AGREEMENT

-DRAFT TEMPLATE-

ADDENDUM NO. ___ TO
TRANSFER AGREEMENT NO. _____ BETWEEN

THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT
AND (*INSERT PROJECT DEVELOPER*)
SAFE, CLEAN WATER PROGRAM - REGIONAL PROGRAM

This Addendum No. ___ to Transfer Agreement No. _____, hereinafter referred to as "Addendum No. ___", is entered into as of _____ by and between the Los Angeles County Flood Control District, hereinafter referred to as "District," and ___(*Project Developer/Scientific Studies Applicant*)____, hereinafter referred to as "Recipient."

WHEREAS, District and Recipient entered into Transfer Agreement No. _____ , hereinafter referred to as "Agreement", pertaining generally to the transfer of a SCW Program Contribution (as therein defined) from District to Recipient for the implementation by Recipient of a Funded Activity (as therein defined) to increase stormwater and/or urban runoff capture and/or reduce stormwater and/or urban runoff pollution, on _____;

WHEREAS, the Agreement provides for the disbursement of the SCW Program Contribution for the _____ Fiscal Year (as therein defined), and further provides that if the Funded Activity is included in a duly approved Stormwater Investment Plan (as therein defined) for a subsequent Fiscal Year, the parties shall enter into an addendum to the Agreement regarding the disbursement of the SCW Program Contribution for that subsequent Fiscal Year;

WHEREAS, the Funded Activity has been included in a duly approved Stormwater Investment Plan for Fiscal Year _____;

NOW, THEREFORE, in consideration of the promises, mutual representations, covenants and agreements in this Agreement, the District and the Recipient, each binding itself, its successors and assigns, do mutually promise, covenant, and agree as follows:

1. The definitions set forth in Sections 16.03 and 18.02 of the Los Angeles County Flood Control District Code together with the definitions set forth in the Agreement shall apply to this Addendum No. ___.

2. Exhibit A to the Agreement is superseded and replaced by Exhibit A-1, attached hereto and incorporated herein as if fully set forth, and all references in the Agreement to Exhibit A shall hereafter be deemed to refer to Exhibit A-1.

3. The District shall disburse the SCW Program Contribution for the _____ Fiscal Year as described in the Budget Plan within ___ days of the execution of this Addendum by the last party to sign.

4. All terms and conditions of the Agreement shall remain in full force and effect including, but not limited to the following provisions related to compliance with the California Environmental Quality Act (CEQA).

IN WITNESS WHEREOF, this Addendum No. ___ has been executed by the parties hereto.

_____(Recipient):_____

By: _____

Name:

Title:

Date: _____

LOS ANGELES COUNTY
FLOOD CONTROL DISTRICT:

By: _____

Name:

Title:

Date: _____

EXHIBIT E - NATURE BASED SOLUTIONS (NBS) BEST MANAGEMENT PRACTICES

Nature-based solutions (NBS) refers to the sustainable management and use of nature for undertaking socio-environmental challenges, including climate change, water security, water pollution, food security, human health, and

disaster risk management. As this environmental management practice is increasingly incorporated into projects for the SCW Program, this guidance document may be expanded upon to further quantify NBS practices based on benefits derived from their incorporation on projects.

The SCW Program defines NBS as a Project that utilizes natural processes that slow, detain, infiltrate or filter Stormwater or Urban Runoff. These methods may include relying predominantly on soils and vegetation; increasing the permeability of Impermeable Areas; protecting undeveloped mountains and floodplains; creating and restoring riparian habitat and wetlands; creating rain gardens, bioswales, and parkway basins; enhancing soil through composting, mulching; and, planting trees and vegetation, with preference for native species. NBS may also be designed to provide additional benefits such as sequestering carbon, supporting biodiversity, providing shade, creating and enhancing parks and open space, and improving quality of life for surrounding communities. NBS include Projects that mimic natural processes, such as green streets, spreading grounds and planted areas with water storage capacity. NBS may improve water quality, collect water for reuse or aquifer recharge, or to support vegetation growth utilizing natural processes.

Recipients are to consider using Nature-Based Solutions for infrastructure projects and include in each Quarterly Progress/Expenditure Report and annual summary whether and how their project achieves a good, better, or best for each of the 6 NBS methods in accordance with the guidance below. Additionally, Quarterly Progress/Expenditure Reports should include discussion on any considerations taken to maximize the class within each method. If at least 3 methods score within a single class, the overall project can be characterized as that class. Recipients must attach a copy of the matrix for each Project with the good, better, or best column indicated for each method, to facilitate District tracking of methods being utilized. Please refer to the table below.

For the most up to date guidance related to Nature Based Solutions, please refer to the Safe, Clean Water Program website (https://safecleanwaterla.org/)

METHODS	GOOD	BETTER	BEST
Vegetation/Green Space	Use of climate-appropriate, eco-friendly vegetation (groundcover, shrubs, and trees) / green space 5%-15% covered by new climate-appropriate vegetation	Use of native, climate-appropriate, eco-friendly vegetation (groundcover, shrubs, and trees) / green space 16%-35% covered by new native vegetation	Establishment of plant communities with a diversity of native vegetation (groundcover, shrubs, and trees) / green space that is both native and climate-appropriate More than 35% covered by new native vegetation
Increase of Permeability	Installation of vegetated landscape - 25%-49% paved area removed Redesign of existing impermeable surfaces and/or installation of permeable surfaces (e.g. permeable pavement and infiltration trenches)	Installation of vegetated landscape - 50%-74% paved area removed Improvements of soil health (e.g., compaction reduction)	Installation of vegetated landscape - 75%-100% paved area removed Creation of well-connected and self-sustained natural landscapes with healthy soils, permeable surfaces, and appropriate vegetation
Protection of Undeveloped Mountains & Floodplains	? Preservation of native vegetation ? Minimal negative impact to existing drainage system	? Preservation of native vegetation ? Installation of new feature(s) to improve existing drainage system	? Creation of open green space ? Installation of features to improve natural hydrology

Creation & Restoration of Riparian Habitat & Wetlands	✍Partial restoration of existing riparian habitat and wetlands ✍Planting of climate appropriate vegetation - between 5 and 15 different climate-appropriate or native plant species newly planted ✍No potable water used to sustain the wetland	✍Full restoration of existing riparian habitat and wetlands ✍Planting of native vegetation - between 16 and 30 different native plant species newly planted ✍No potable water used to sustain the wetland	✍Full restoration and expansion of existing riparian habitat and wetlands ✍Planting of plant communities with a diversity of native vegetation - greater than 31 native plant species newly planted ✍No potable water used to sustain the wetland
New Landscape Elements	Elements designed to capture runoff for other simple usage (e.g. rain gardens and cisterns), capturing the 85th percentile 24-hour storm event for at least 50% of the entire parcel	Elements that design to capture/redirect runoff and filter pollution (e.g. bioswales and parkway basins), capturing the 85th percentile 24-hour storm event from the entire parcel	Large sized elements that capture and treat runoff to supplement or replace existing water systems (e.g. wetlands, daylighting streams, groundwater infiltration, floodplain reclamation), capturing the 90th percentile 24-hour storm event from the entire parcel and/or capturing off-site runoff
Enhancement of Soil	Use of soil amendments such as mulch and compost to retain moisture in the soil and prevent erosion Planting of new climate-appropriate vegetation to enhance soil organic matter	Use of soil amendments such as mulch and compost that are locally generated to retain moisture in the soil, prevent erosion, and support locally based composting and other soil enhancement activities Planting of new native, climate-appropriate vegetation to enhance soil organic matter	Use of soil amendments such as mulch and compost that are locally generated, especially use of next-generation design with regenerative adsorbents (e.g. woodchips, biochar) to retain moisture in the soil, prevent erosion, and support on-site composting and other soil enhancement activities Planting of new native, climate appropriate vegetation to enhance soil organic matter

EXHIBIT F - OPERATIONS AND MAINTENANCE GUIDANCE DOCUMENT

Recipient or approved Project operator shall operate and maintain infrastructure projects for the useful life of the project and are to consider using the following guidance for operations and maintenance. Operational maintenance is the care and upkeep of Projects that may require detailed technical knowledge of the Project's function and design. Project specific operational and maintenance plans shall consider the activities listed below and set forth specific activities and frequencies (not limited to those below) as determined to be appropriate by the Municipalities and best practices, including stakeholder engagement as applicable. Operational maintenance is to be performed by the operator of the Project with a purpose to make the operator aware of the state of readiness of the Project to deliver stormwater and urban runoff benefits.

1. Litter Control
    - Regularly removal of litter, nonhazardous waste materials, and accumulated debris near planted areas, rock areas, decomposed granite areas, rest areas, fence perimeters, adjoining access roads and driveways, drains, pedestrian trails, viewing stations, shelter houses, and bicycle pathways.
    - Regularly inspection and maintenance of pet waste stations
    - Maintaining trash receptacles
    - Removal of trash, debris, and blockages from bioswales
    - Inspection and cleaning of trash booms
    - Inspection of weir gates and stop logs to clean debris, as required.

2. Vegetation Maintenance

    - Weed control
        - Recognition and removal of weeds, such as perennial weeds, morning glory, vine-type weeds, ragweed, and other underground spreading weeds.
        - Avoiding activities that result in weed seed germination (e.g. frequent soil cultivation near trees or shrubs)
        - Regularly removal of weeds from landscape areas, including from berms, painted areas, rock areas, gravel areas, pavement cracks along access roads and driveways, drains, pedestrian trails, viewing stations, park shelters, and bicycle paths.
    - Tree and shrubbery trimming and care
        - Removal of dead trees and elimination of diseased/damaged growth
        - Prevent encroachment of adjacent property and provide vertical clearance
        - Inspect for dead or diseased plants regularly
    - Wetland vegetation and landscape maintenance
        - Installation and maintenance of hydrophytic and emergent plants in perennially wet and seasonal, intermittent habitats.
        - Draining and drawdown of wetland and excessive bulrush removal
        - Weed and nuisance plant control
        - Removal of aquatic vegetation (e.g. algae and primrose) using appropriate watercraft and harvesting equipment
        - Wildflower and meadow maintenance
        - Grass, sedge, and yarrow management
        - Removal of unwanted hydroseed

3. Wildlife Management

    - Exotic species control
    - Provide habitat management; promote growth of plants at appropriate densities and promote habitat structure for animal species
    - Protect sensitive animal species (e.g. protection during critical life stages including breeding and migration)
    - Avoid disturbances to nesting birds
    - Avoid spread of invasive aquatic species

4. Facility Inspection

    - Inspect project sites for rodent and insect infestations on a regular basis
    - Inspect for and report graffiti in shelter houses, viewing stations, benches, paving surfaces, walls, fences, and educational and directional signs
    - Inspect facilities for hazardous conditions on roads and trails (e.g. access roads and trails, decomposed granite pathways, and maintenance roads)
    - Inspect shade structures for structural damage or defacement

- Inspect hardscapes
- Inspect and maintain interpretive and informational signs
- Inspect site furnishings (e.g. benches, hitching posts, bicycle racks)
- Maintain deck areas (e.g. benches, signs, decking surfaces)
- Visually inspect weirs and flap gates for damage; grease to prevent locking.
- Inspect all structures after major storm events, periodically inspect every 3 months, and operate gates through full cycles to prevent them from locking up.

5. Irrigation System Management

- Ensuring automatic irrigation controllers are functioning properly and providing various plant species with proper amount of water.
  - Cycle controller(s) through each station manually and automatically to determine if all facets are functioning properly.
  - Inspection should be performed at least monthly.
  - Recover, replace, or refasten displaced or damaged valve box covers.
  - Inspect and repair bubbler heads.
  - Repair and replace broken drip lines or emitters causing a loss of water (to prevent ponding and erosion).
  - Maintain drip system filters to prevent emitters from clogging. Inspection and cleaning should occur at least monthly.
  - Inspect and clean mainline filters, wye strainers, basket filters, and filters at backflow devices twice a year.
  - Maintain and check function of the drip system.
- Keeping irrigation control boxes clear of vegetation
- Operating irrigation system to ensure it does not cause excessively wet, waterlogged areas, and slope failure
- Utilizing infrequent deep watering techniques to encourage deep rooting, drought tolerant plant characteristics to promote a self-sustaining, irrigation free landscape
- Determine watering schedules based on season, weather, variation in plant size, and plant varieties. At least four times a year (e.g. change of season), reschedule controller systems.
- Turn off irrigation systems at the controller at the beginning of the rainy season, or when the soil has a high enough moisture content.
- Use moisture sensing devices to determine water penetration in soil.

6. Erosion Management and Control

- Inspect slopes for erosion during each maintenance activity
- Inspect basins for erosion
- Take corrective measures as needed, including filling eroded surfaces, reinstalling or extending bank protection, and replanting exposed soil.

7. Ongoing Monitoring Activities

- Monitor controllable intake water flow and water elevation
- Examine inflow and outflow structures to ensure devices are functioning properly and are free of obstructions.
- Water quality sampling (quarterly, unless justified otherwise)
- Checking telemetry equipment
- Tracking and reporting inspection and maintenance records

8. Vector and Nuisance Insect Control

- Monitoring for the presence of vector and nuisance insect species
- Adequate pretreatment of influent wastewater to lessen production of larval mosquitos
- Managing emergent vegetation
- Using hydraulic control structures to rapidly dewater emergent marsh areas
- Managing flow velocities to reduce propagation of vectors

CEQA ATTACHMENT

CEQA INFORMATION REQUEST FORM

LOS ANGELES COUNTY PUBLIC WORKS
900 South Fremont Avenue
Alhambra, CA 91803-1331
www.dpw.lacounty.gov
https://epicla.lacounty.gov

TO BE COMPLETED BY PUBLIC WORKS ONLY

LDD NO. _____

S/MPMD NO. _____

SWPD NO. _____

SCWP NO. _____

OTHER _____

Public Works, acting on behalf of the County of Los Angeles, the Los Angeles County Flood Control District or the Los Angeles County Waterworks Districts as applicable, is a Responsible Agency under the California Environmental Quality Act (CEQA) for the proposed project. Public Works will not disburse funds, issue a permit for the proposed project and/or execute any real estate documents related to the project until it has received and reviewed the final CEQA documentation for the proposed project and, as it deems necessary, any related CEQA information for the proposed project.

Please complete and submit this form together with final CEQA documentation as required for the proposed project or agreement as soon as it's available. Additionally, if a Negative Declaration, Mitigated Negative Declaration or Environmental Impact Report will be prepared for the proposed project, Public Works should be consulted in connection with the preparation of that document prior to the release of any draft for public review.

SELECT APPLICATION TYPE WITH PUBLIC WORKS INVOLVEMENT (Select all that apply):

- ☑ Flood Permit; Permit No. FCDP 2022000063, 2022000067, 2022000085
- ☐ Real Estate Transaction, including Leases, Rental Agreements, Easements; Use Agreements; Use and Maintenance Agreements
- ☑ Safe Clean Water Program Funding – Transfer Agreement

Is this a Stormwater Capture Project? ☑ Yes ☐ No

A. APPLICANT INFORMATION	
PROJECT APPLICANT NAME Charmaine Yambao	COMPANY/AGENCY/ORGANIZATION City of Agoura Hills
PROJECT APPLICANT EMAIL ADDRESS cyambao@agourahillscity.gov	PROJECT APPLICANT PHONE NUMBER 818-597-7360
LEAD AGENCY CONTACT NAME Kelly Fisher	LEAD AGENCY City of Agoura Hills
LEAD AGENCY CONTACT EMAIL ADDRESS kfisher@agourahillscity.gov	LEAD AGENCY CONTACT PHONE NUMBER 818-597-7338
PROJECT TITLE Agoura Hills Storm Water Diversion Project	

B. PROJECT INFORMATION
LOCATION ADDRESS/CROSS-STREETS See map
CITY Agoura Hills
Is the project or activity, or any portion thereof, located on or in a Public Works property or facility ☐ Yes ☑ No If yes, property or facility name _____ If available, attach a copy of the project map

CEQA INFORMATION REQUEST FORM

Project Background (Purpose)

The Malibu Creek Enhanced Watershed Management Program (EWMP) identified low-flow diversion areas as a stragety to meet Total Maximum Daily Loads (TMDLs) limits for specific pollutants of concern. The Agoura Hills Diversion Project was developed in collaboration with the Las Virgenes Municipal Water District (LVMWD) as a cost-effective and favorable best management practice (BMP).

LVMWD had identified the need for additional influent to supplement existing inflow to their water treatment and reclamation facilities. Due in part to increased water conservation measures, the Tapia Water Reclamation Facility (WRF) has experienced a significant reduction in baseline flow, which adversely affects plant operations and results in a diminished production of recycled water. The Tapia WRF is owned by LVMWD and Triunfo Sanitation District which provides wastewater treatment for western portions of Los Angeles County and eastern portions of Ventura County. This facility produces tertiary-treated recycled water that is used to irrigate golf courses, parks, school grounds, highway landscapes, and common areas of some housing developments. The diversion project is expected to increase the current Tapia influent by approximately 14%.

Scope of Work (including a description of any specific work or activity located on or in any Public Works property or facility)

The project will include up to ten locations near outfalls in order to capture runoff prior to entering creeks and ultimately flow into the Santa Monica Bay.

The project includes furnishing all necessary labor, materials, equipment, and incidental and appurtenant work necessary to complete the project. Work includes but not limited to installing precast manhole structures, drainage piping, miscellaneous drainage valves and controls, and electrical conduit in order to divert dry-weather runoff and 1/10th inch of the first flush of rainfall from the LACFCD storm drains into the sewer system in order to be treated at the Tapia WRF where it will be treated to Title 22 standards.

C. PROVIDE CEQA DETERMINATION (Select one)

☐ **ENVIRONMENTAL IMPACT REPORT (EIR)**

1. Upload or provide a website address to the EIR
2. Identify sections/pages that discuss or analyze the portions of the project or activity located on or in any Public Works property or facility _____
3. Identify Mitigation Monitoring and Reporting Program (MMRP) pages in the EIR _____
4. Attach Notice of Determination
   a. State Clearinghouse File Number _____ File Date _____
   b. County Clerk File Number _____ File Date _____
5. Attach Registrar/Recorder Filing Fees Receipt

☐ **MITIGATED NEGATIVE DECLARATION (MND)**

1. Upload or provide a website address to the MND
2. Identify sections/pages that discuss or analyze the portions of the project or activity located on or in any Public Works property or facility _____
3. Identify Mitigation Monitoring and Reporting Program (MMRP) pages in the MND _____
4. Attach Notice of Determination
   a) State Clearinghouse File Number _____ File Date _____
   b) County Clerk File Number _____ File Date _____
5. Attach Registrar/Recorder Filing Fees Receipt

CEQA INFORMATION REQUEST FORM

☐ **NEGATIVE DECLARATION (ND)**

1. Upload or provide a website address to the ND
2. Attach Notice of Determination
   a. State Clearinghouse File Number _____ File Date _____
   b. County Clerk File Number _____ File Date _____
3. Attach Registrar/Recorder Filing Fees Receipt

☐ **EXEMPTION. INCLUDE ALL EXEMPTIONS THAT APPLY**

☐ Statutory exemption. State code number _____

1. If applicable, attach Notice of Exemption
   a. State Clearinghouse File Number 2022090001 File Date 9/1/2022
   b. County Clerk File Number 2022 201740 File Date 9/14/2022

☑ Categorical exemption. State type and section number Sections 15301 & 15303

2. If applicable, attach Notice of Exemption
   a. State Clearinghouse File Number _____ File Date _____
   b. County Clerk File Number _____ File Date _____

3. Exceptions (CEQA 15300.2)

☑ **(REQUIRED)** By checking this box, you are certifying that your project does not fall within any of the exceptions to the exemptions described in CEQA Guidelines §15300.2.

Provide as an attachment any available information or other documentation to support the certification.

OPTIONAL Provide a list of any environmental or regulatory permits applicable to this project.

Is NEPA required for this project? ☐ Yes ☑ No

D. APPLICANT SIGNATURE

The Project Applicant must complete this form. Please return this form with your Flood Permit application; Real Estate Transaction, including Leases, Rental Agreements, Easements; Use Agreement application; or Safe Clean Water Program Funding Transfer Agreement.

I hereby certify that the information provided above is true and accurate to the best of my knowledge and understanding.

SIGNATURE _____ TITLE Director of Public Works

PRINT NAME CHARMAINE YAMBAO DATE 7/16/2025

SOW ATTACHMENT

EXHIBIT A – SCOPE OF WORK

Project Management

Manage Grant Agreement compliance to ensure project's fulfillment of all grant requirements, and preparation and submission of supporting grant documents in coordination with Grantee. Prepare invoices including relevant supporting documentation for submittal to LACFCD via Grantee. This task also includes administrative responsibilities associated with the project such as coordinating with partnering agencies and managing consultants/contractors.

Deliverables:

- Invoices and associated backup documentation

Reporting

Prepare progress reports detailing work completed during reporting period as outlined in the Transfer Agreement. Submit reports to Grantee for review and inclusion in a progress report to be submitted to LACFCD.

Deliverables:

- Quarterly Project Progress Reports

CEQA Documentation

CEQA has been completed as part of the project development process.

Deliverables:

- All completed CEQA documents as required

Permitting

LACFCD permits have been obtained as part of the project development process.

Deliverables:

- Permits as required

Planning/Design/Engineering

Project Feasibility Studies, design, and specifications were completed as part of the project development process.

Deliverables:

- Feasibility Studies, 100% Design Plans and Specifications as required

Land Purchase/Easement

Not applicable. No land will be required to purchase to complete the Project. A temporary construction easement and permanent easement has been obtained from a private property owner.

Stakeholder and Community Outreach/Engagement Activities

The City's outreach efforts included promoting the project at numerous City and community events as well as various virtual locations. In addition, the project is included on the City's website and assets were developed for posting on the City's social media accounts which will be updated during the construction phase.

Construction and Implementation

(a): Contract Services: This task will comply with competitive bidding and procurement requirements. Activities necessary (as applicable) to secure a contractor and award the contract, including develop bid documents, prepare advertisement and contract documents for construction contract bidding, conduct pre-bid meeting, bid opening and evaluation, selection of the contractor, award of contract, and issuance of notice to proceed.

Deliverables:

- Bid Documents
- Proof of Advertisement
- Award of Contract
- Notice to Proceed

(b): Construction Administration: This task includes managing contractor submittal review, answering requests for information, and issuing work directives. A full-time engineering construction observer will be on site for the duration of the project. Construction observer duties include documenting of pre-construction conditions, daily construction diary, preparing change orders, addressing questions of contractors on site, reviewing/updating project schedule, reviewing contractor log submittals and pay requests, forecasting cash flow, notifying contractor if work is not acceptable.

Deliverables:

- Record Drawings as required

(c): Construction: Construction activities will include mobilization/demobilization of the Project site, site preparation, Project construction, and site restoration and testing. Construction activities are outlined below.

- Mobilization/Demobilization: This task will include delineation and staging areas, transportation of Contractor's personnel, equipment, and operating supplies to the designated Project site staging areas. It is anticipated numerous staging areas will be required due to the distance between project sites. Demobilization will include transportation of personnel, equipment, and supplies from the Project sites and staging areas.

- Site preparation: This subtask will include preparing the site for construction including clearing and grubbing, and setup of traffic control including traffic control barriers, signage, and notice of construction to adjacent property owners. Temporary lane closures will be necessary to connect parts of the system for each Project site.

- Construction: The construction will commence with the construction of the ten precast diversion and ten controls manholes. The first part of construction will include saw cutting, partial storm drain channel demolition, pavement removal, excavation and shoring, off haul of excavated spoils, installation of dewatering systems and piping, foundation construction and installation for the diversion and controls manholes, installation and extension of LFD piping, and electrical/instrumentation conduit connections. Construction of the electrical and instrumentation facilities includes conduit and cable for the electrical service connection, underground conduit and equipment pad for the new electrical cabinets, installation and testing of the new cabinets, underground conduit to the controls vault manhole, wire pulls, continuity and megger testing, NETA testing of cable, panels, transformers, circuit breakers, meters and other associated equipment, and final connection of electrical service.

Deliverables:

- Photographic Documentation of Progress

Operation and Maintenance

The City will regularly inspect and maintain the Project components to preserve long-term effectiveness and function. The draft Operation and Maintenance Manual has been approved by the LCFCD which includes a description of the components, typical procedures, frequency, and expertise required.

A Vector Minimization Plan was developed based on the Checklist for Minimizing Vector Production in Stormwater Management Structures developed by the State of California Health and Human Services Agency. The plan identifies the dry systems and strategies to mitigate the potential for vectors.

Deliverables:

- Operation and Maintenance Manual
- Vector Minimization Plan

CITY OF AGOURA HILLS

REPORT TO CITY COUNCIL

DATE:	**DECEMBER 10, 2025**
TO:	**HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL**
FROM:	**NATHAN HAMBURGER, CITY MANAGER**
BY:	**KATRINA GARCIA, ASSOCIATE PLANNER** **ROBBY NESOVIC, PRINCIPAL PLANNER**
SUBJECT:	**ADOPT ADU ORDINANCE NO. 25-481**

At the regularly scheduled City Council meeting on November 12, 2025, the City Council, by a vote of 5-0, waived full reading and introduced Ordinance No. 25-481 (ADU Ordinance Amendment).

This item is a request to adopt Ordinance No. 25-481.

FISCAL IMPACT

The City's Fiscal Year 2025-26 Budget will not be impacted by the ADU Ordinance. Enforcement of the ADU Ordinance will be completed by staff.

RECOMMENDATION

Staff respectfully recommends the City Council adopt Ordinance No. 25-481: an Ordinance of the City Council of the City of Agoura Hills, California, amending Article IX (Zoning) of the Agoura Hills Municipal Code to repeal and replace the ADU regulations in Section 9283, amend related definitions in Section 9120 consistent with State law, and amend Section 61005 to clarify short-term rental prohibitions; and making a finding of exemption under the California Environmental Quality Act.

Attachments

Ordinance No. 25-481.pdf

ORDINANCE NO. 25-481

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AGOURA HILLS, CALIFORNIA, AMENDING ARTICLE IX (ZONING) OF THE AGOURA HILLS MUNICIPAL CODE TO REPEAL AND REPLACE THE ADU REGULATIONS IN SECTION 9283, AMEND RELATED DEFINITIONS IN SECTION 9120 CONSISTENT WITH STATE LAW, AND AMEND SECTION 61005 TO CLARIFY SHORT-TERM RENTAL PROHIBITIONS; AND MAKING A DETERMINATION OF EXEMPTION UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)

WHEREAS, the California Legislature has adopted Senate Bill 477 (2024), an urgency statute that repealed and replaced Government Code Sections 65852.2, 65852.22, and related provisions governing accessory dwelling units (ADUs) and junior accessory dwelling units (JADUs); and

WHEREAS, SB 477 consolidated and reorganized the State's Accessory Dwelling Unit (ADU) and Junior Accessory Dwelling Unit (JADU) laws into Chapter 13 (commencing with Section 66310) of Division 1 of Title 7 of the Government Code, now codified as Government Code Sections 66310 through 66342; and

WHEREAS, these statutory changes require all California cities, including charter cities, to amend their local ADU ordinances to ensure consistency with the updated state framework and avoid statutory preemption; and

WHEREAS, on August 25, 2021, the City Council of the City of Agoura Hills adopted Ordinance No. 21-456, updating local standards for ADUs in accordance with then-existing provisions of Government Code Sections 65852.2 and 65852.22; and

WHEREAS, the amendments to state law enacted since 2021 have rendered portions of the City’s existing ADU ordinance obsolete, necessitating its repeal and replacement to maintain compliance with current state requirements; and

WHEREAS, the City Council desires to adopt updated ADU regulations that align with Government Code Sections 66310 through 66342, while also preserving local objectives related to neighborhood character, infrastructure capacity, and the City's General Plan goals; and

WHEREAS, the updated ordinance reflects the City’s commitment to supporting housing affordability, infill development, and sustainable land use in a manner consistent with state law and local priorities; and

WHEREAS, the Planning Commission held a duly noticed public hearing on October 16, 2025 to consider the proposed Ordinance as required by law, at which the Planning Commission received testimony from City staff and all interested parties regarding the proposed Municipal Code amendments. Following the close of the public hearing the Planning Commission adopted Resolution No. 25-1307 recommending approval of the Ordinance; and

WHEREAS, the City Council, at a regular meeting, considered the Ordinance on November 12, 2025, at a duly noticed public hearing, as prescribed by law, at which time

City staff and interested persons had an opportunity to and did testify either in support or against this matter. Following the public hearing, the City Council considered the entire record of information received at the public hearings before the Planning Commission and City Council.

NOW, THEREFORE, the City Council of the City of Agoura Hills, California hereby ordains as follows:

Section 1. The facts set forth in the recitals of this Ordinance are true and correct.

Section 2. The proposed Ordinance aligns with the objectives of Article IX (Zoning) of the Agoura Hills Municipal Code and is consistent with the City's General Plan. It supports Goal H-3 of the General Plan Housing Element, which promotes providing a variety of housing options to meet the diverse lifestyle needs and income levels of Agoura Hills residents. In particular, the Ordinance advances Policy H-3.5 by encouraging the development of new accessory dwelling units (ADUs) and junior accessory dwelling units (JADUs) across all residential zones, helping to distribute smaller, more affordable housing units throughout the community.

Section 3. Zoning Code Amendment. The definitions of "Accessory dwelling unit" and "Junior accessory dwelling unit" in Sections 9120.1 (A) and 9120.5 (E) of Part 3 (Definitions) of Chapter 1 (Introduction) of Article (IX) Zoning of the Agoura Hills Municipal Code are hereby amended to read as follows, with deleted language shown in ~~strikeout~~ and new language shown in underline; with all other definitions to remain unchanged:

"Accessory dwelling unit. "Accessory dwelling unit" or "ADU" means a detached or attached residential dwelling unit that provides complete, independent living facilities for one (1) or more persons and is located on a lot with a proposed or existing primary residence. The unit shall include permanent provisions for living, sleeping, eating, cooking, and sanitation on the same parcel as the single-family or multifamily dwelling is or will be situated. An ADU also includes the following:

1. An efficiency unit, as defined by Section 17958.1 of the California Health and Safety Code and the California Building Code; and
2. A manufactured home, as defined by Section 18007 of the California Health and Safety Code."

"Junior accessory dwelling unit. "Junior accessory dwelling unit" or "JADU" means a unit that is no more than five hundred (500) square feet of interior livable space in size and contained entirely within a single-family residence~~, excluding an attached garage~~. A junior accessory dwelling unit may include separate sanitation facilities or may share sanitation facilities with the existing structure. A junior accessory dwelling unit must have exterior access that is independent of that for the single-family dwelling."

Section 4. Zoning Code Amendment. Paragraph "A" of Section 61005 (Prohibitions) of Chapter 10 (Short-term rental regulations) of Article VI (Taxes; Licenses; Business Regulations) of the Agoura Hills Municipal Code is hereby amended to read as follows, with deleted language shown in ~~strikeout~~ and new language shown in underline; with all other provisions of that section to remain unchanged:

"A structure may not be used as a short-term rental unit if it is subject to use limitations imposed by any applicable law, ~~the property has a recorded covenant, deed restriction, or agreement restricting its use,~~ including but not limited to accessory dwelling units (ADU), junior accessory dwelling units (JADU), units constructed under the provisions of Senate Bill 9, and affordability covenants."

Section 5. Zoning Code Amendment. Sections 9283 - 9283.6 of Part 9 (Special Residential Use Standards) of Chapter 2 (Residential Land Use Districts) of Article IX (Zoning) of the Agoura Hills Municipal Code are hereby repealed and replaced in their entirety with the following:

"9283. Accessory dwelling units and junior accessory dwelling units: Purpose.

This section provides standards for the development and maintenance of accessory dwelling units (ADUs) and junior accessory dwelling units (JADUs), in accordance with Chapter 13 of the California Government Code (Sections 66310 – 66342).

9283.1 ADUs and JADUs: Approval timeline.

An application that contains all required information listed on the City's submittal checklist for ADUs and JADUs shall be processed within the following timelines:

A. *Completeness.* An application for an ADU or JADU shall be reviewed for completeness by the community development director (or the director's designee) in accordance with the deadlines and procedures identified in state law.

B. *Approval.* An application for an ADU or JADU shall be ministerially approved by the community development director (or the director's designee) within sixty (60) days after receipt of a complete application consistent with state law, if all objective criteria has been met.

C. *Notice of Inconsistency.* If an application for an ADU or JADU is denied, the Community Development Director or their designee shall provide the applicant with a written notice of inconsistency within sixty (60) days after receipt of a complete application. The notice shall include a detailed list of defects or deficiencies in the application and describe how the application may be corrected or brought into compliance, consistent with state law.

D. *Delayed Action.* When an application to create an ADU or JADU is submitted concurrently with an application for a permit to construct a new single-family or multi-family dwelling on the same lot, the City may defer action on the ADU or JADU application until a decision is made on the primary dwelling permit. Notwithstanding such deferral, the ADU or JADU application shall be considered ministerially, without discretionary review or a public hearing.

9283.2 State Exempt ADUs and JADUs

State-exempt ADUs and JADUs are those that meet the specific criteria set forth in California Government Code Section 66323 and Article 3 (commencing with Section 66333). All ADUs and JADUs that meet the criteria for state exemption shall be permitted ministerially subject to the following requirements.

A. *Permitted locations.* ADUs and JADUs are permitted in any zoning designation where residential development is allowed (including mixed-use zones), except that JADUs are only permitted on lots with existing or proposed single-family residences.

B. *Code Compliance*. ADUs and JADUs shall comply with all applicable building, fire, and health safety codes, as permitted under state law.

C. *Rental term.* All ADUs and JADUs approved under this section shall not be rented for less than 30 days. Short-term rentals of fewer than 30 days are prohibited.

D. *Sale or conveyance.*

    1. A JADU shall not be sold or otherwise conveyed separately from the single-family residence.

    2. Except as otherwise allowed by Government Code section 66341, an ADU shall not be sold or otherwise conveyed separately from the primary dwelling of a single-family lot or, in the case of a multi-family lot, from all dwellings on that lot.

E. *Owner-occupancy for JADUs.* The property owner shall reside in the JADU or the remaining portion of the dwelling, unless the owner is a governmental agency, land trust, or housing organization. Owner occupancy is not required for approved ADUs.

F. *Deed restrictions for JADUs.* A declaration of restrictions, approved by the City Attorney, shall be recorded by the property owner, against the title of the property, in the County Recorder's office. A copy of the recorded document shall be filed with the Community Development Department, prior to the issuance of a Certificate of Occupancy. The declaration of restrictions shall specify the size and attributes of the JADU, and places the following restrictions on the property, the property owner, and all successors in interest:

    1. The JADU shall be rented only for terms longer than thirty (30) consecutive days;

    2. The JADU shall not be sold or conveyed separately from the primary residence;

    3. The property owner (other than a governmental entity, land trust, or housing organization) shall reside in either the JADU or in the remaining portion of the single-family residence;

    4. The JADU and the property shall be maintained in accordance with all applicable laws, and

    5. Any violation will be subject to penalties as provided in the Municipal Code

G. *Utility connections and related impact fees.*

    1. State-exempt ADUs and JADUs are not required to have a new or separate utility connection directly between the ADU or JADU and the utility, except that ADUs constructed concurrently with a new single-family dwelling, or

ADUs conveyed separately pursuant to state law, shall be subject to standard utility connection requirements and associated fees.

2. If the ADU will use a private sewage disposal system, the property owner shall obtain approval by the local environmental health officer prior to receiving approval from the City.

3. The city shall not impose any development impact fees upon the development of an accessory dwelling unit with seven hundred fifty (750) square feet of interior livable space or less. Any development impact fees charged for an accessory dwelling unit that has more than seven hundred fifty (750) square feet of interior livable space shall be charged proportionately in relation to the square footage of the primary dwelling.

H. If an automatic sprinkler system is required for the primary residence, the ADU or JADU shall also have an automatic sprinkler system.

9283.3 All Other ADUs

All ADUs that do not meet the specific criteria set forth in California Government Code Section 66323 (State exempt ADUs and JADUs) are subject to additional local development standards as provided in this section.

A. *Permitted Locations.* ADUs are permitted in any zoning designation where residential development is allowed.

B. *Lot size.* All new ADUs are exempt from compliance with the minimum lot size requirements.

C. *Lot coverage.* All new ADUs shall conform to the lot coverage requirements for the zoning district in which the ADU is located.

D. *Size.* The maximum interior livable space of any new ADU shall not exceed the following:

1. *New detached ADU:* Up to eight hundred fifty (850) square feet of interior livable space for a studio or one (1)-bedroom unit; or one thousand (1,000) square feet of interior livable space for an ADU with more than one (1) bedroom.

2. *New attached ADU:* Up to eight hundred fifty (850) square feet of interior livable space for a studio or one (1)-bedroom unit; or one thousand (1,000) square feet of interior livable space for an ADU with more than one (1) bedroom; or fifty (50) percent of the primary residence's living area, whichever is less.

E. *Conversion of existing legally established accessory structures:* An ADU that involves the conversion of a legally established accessory structure, but does not qualify as a state-exempt ADU under Government Code Section 66323, may occupy the full area of the existing structure. Any expansion beyond the existing structure shall comply with this section and shall not result in an ADU exceeding 1,000 square feet of interior livable space.

F. *Height*. The maximum height of any new ADU shall not exceed the following:

1. *New detached ADU:* A new detached ADU shall not exceed a roof peak height of sixteen (16) feet above grade or up to eighteen (18) feet as allowed by Government Code 66321(b)(4).
2. *New attached ADU:* A new attached ADU shall not exceed the height limit applicable to the primary residence or twenty-five (25) feet above grade, whichever is less.

G. *Setbacks*. An ADU shall comply with all front yard setback requirements applicable to the lot's primary residence. Unless otherwise provided in this section, any new attached or detached ADUs shall have a minimum setback of four (4) feet from the rear property line and four (4) feet from the side property line.

1. Notwithstanding these provisions, in the Old Agoura Design Overlay District, a detached ADU may be erected in the required minimum front yard provided it does not exceed more than twenty-five (25) percent of the minimum required front yard.
2. Notwithstanding the above, no setback shall be required for an ADU that is within an existing structure or constructed in the same location and within the same dimensions as an existing legally established structure.
3. A detached ADU must maintain a ten (10)-foot separation from any primary dwelling unit on the lot.

H. *Design and other improvements.*

1. The ADU's exterior building materials, colors, and finishes shall match those of the primary dwelling.
2. All exterior light fixtures on the ADU shall be fully shielded and directed downward to prevent light spillover onto adjacent properties and residential structures.
3. All exterior equipment associated with the ADU shall comply with the requirements in section 9606.1.
4. If an automatic sprinkler system is required for the primary residence, the ADU shall also have an automatic sprinkler system.
5. Attached ADUs shall have exterior access that is independent from the primary dwelling. No internal access between the attached ADU and the primary residence is allowed.
6. ADUs shall be constructed on a permanent foundation and shall be built in compliance with the California Building Code or California Residential Code.

I. *Parking requirements.* One (1) off-street parking space shall be provided for an ADU, in addition to the parking required for the primary residence. No parking shall be required for a JADU. The required parking space for the ADU may be provided as tandem parking on an existing driveway.

1. *Parking exemption.* Notwithstanding all applicable parking requirements, no additional parking spaces are required for an ADU meeting the criteria of California Government Code Section 66322(a).

2. *Replacement parking.* When an existing garage, carport, covered parking structure, or uncovered parking space is demolished in conjunction with the construction an ADU or is converted into an ADU, replacement parking for the primary dwelling unit shall not be required.

J. *Horse-keeping area.* To endeavor to minimize impacts of ADUs on horse keeping uses located in the Equestrian Overlay Zone, notwithstanding section 9592(a), the community development director shall have the discretion to make the minimum horse keeping area optional if the size of the lot is under ten thousand eight hundred ninety (10,890) square feet or if the lot has an average slope over twenty-five (25) percent.

K. Notwithstanding the standards pertaining to allowable lot coverage, allowable site coverage, minimum front yard setback distances, and minimum horse-keeping area, one (1) ADU up to 800 square feet of interior livable space, with a height up to sixteen (16) feet from above grade, and at least four (4)-foot side and rear yard setbacks shall be allowed, pursuant to Government Code 66321.

L. *Rental Term.* The ADU shall not be rented for less than 30 days. Short-term rentals of fewer than 30 days are prohibited.

M. *Sale or Conveyance.* Except as otherwise required by Government Code section 66341, an ADU shall not be sold or otherwise conveyed separately from the primary dwelling of a single-family lot or, in the case of a multi-family lot, from all dwellings on that lot.

N. *Very High Fire Hazard Severity Zones.* Detached ADUs in Very High Fire Hazard Severity Zones shall maintain a minimum ten (10)-foot separation from other structures, unless doing so would preclude the construction of an ADU up to eight hundred (800) square feet of interior livable space with four (4)-foot side and rear yard setbacks, in which case reduced separation shall be allowed if the ADU complies with applicable California Building Code fire-resistance standards.

O. *Utility connections and related impact fees.*

1. Non-exempt ADUs, or those approved under this section, require a new, separate sewer connection directly between the ADU and the utility. The connection is subject to a connection fee or capacity charge that is proportionate to the burden created by the ADU, based on either the area of interior livable space or the number of drainage-fixture unit (DFU) values, as defined by the Uniform Plumbing Code, upon the water or sewer system. The fee or charge may not exceed the reasonable cost of providing this service.

2. If the ADU will use a private sewage disposal system, the property owner shall obtain approval by the local environmental health officer prior to approval from the City.

3. The city shall not impose any development impact fees upon the development of an accessory dwelling unit seven hundred fifty (750) square feet of interior livable space or less. Any development impact fees charged for an accessory dwelling unit that has more than seven hundred fifty (750) square feet of interior livable space shall be charged proportionately in relation to the square footage of the primary dwelling."

Section 6. California Environmental Quality Act (CEQA). Pursuant to the California Environmental Quality Act, City staff determined that the adoption of the proposed Ordinance is exempt from environmental review under CEQA pursuant to Public Resource Code Section 21080.17, and Title 14, Section 15282(h) of the California Code of Regulations, which apply to "[t]he adoption of an ordinance regarding second units in a single-family or multifamily residential zone by a city or county to implement the provisions of Section 65852.1 and 65852.2 [now codified as Chapter 13 of Division 1 of Title 7, Section 66310 – 66342] of the Government Code as set forth in Section 21080.17 of the Public Resources Code."

Section 7. Severability Clause. If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance or its application to any person or circumstances, is for any reason held to be invalid or unenforceable by a court of competent jurisdiction, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases of this Ordinance, or its application to any other person or circumstance. The City Council declares that it would have adopted each section, subsection, subdivision, paragraph, sentence, clause, phrase hereof, irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases hereof be declared invalid or unenforceable.

Section 8. Effective Date. This Ordinance shall take effect thirty (30) days after passage.

Section 9. Certification. The Mayor shall sign and the City Clerk shall certify to the passage and adoption of this Ordinance and shall cause the same or a summary thereof to be published and poste din the manner require by law.

PASSED, APPROVED, AND ADOPTED this ___ day of _____, 2025, by the following vote to wit.

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

_____
Mayor

ATTEST:

_____
Kimberly M. Rodrigues, MMC, City Clerk

APPROVED AS TO FORM:

_____
Candice K. Lee, City Attorney

CITY OF AGOURA HILLS

REPORT TO CITY COUNCIL

DATE:	**DECEMBER 10, 2025**
TO:	**HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL**
FROM:	**NATHAN HAMBURGER, CITY MANAGER**
BY:	**ROBBY NESOVIC, PRINCIPAL PLANNER**
SUBJECT:	**ADOPT PROTECTED TREE ORDINANCE NO. 25-482**

At the regularly scheduled City Council meeting on November 12, 2025, the City Council, by a vote of 5-0, waived full reading and introduced Ordinance No. 25-482 (Protected Tree Ordinance).

This item is a request to adopt Ordinance No. 25-482.

FISCAL IMPACT

The City's Fiscal Year 2025-26 Budget will not be impacted by the Protected Tree Ordinance. Funds were allocated to the Community Development Department's contract services account to pay for the City arborist's time spent on the project (Dudek).

RECOMMENDATION

Staff respectfully recommends the City Council adopt Ordinance No. 25-482; an Ordinance of the City Council of the City of Agoura Hills, California, amending the Agoura Hills Municipal Code to consolidate all protected tree regulations into section 9657 and updating the City's protected tree regulations to streamline permit processing, prioritize the retention of individual trees, incentivize the planting of new protected trees, include the California sycamore and Southern California black walnut as protected trees, and make other amendments; and making a determination of exemption under the California Environmental Quality Act (CEQA).

Attachments

Ordinance No. 25-482.pdf

ORDINANCE NO. 25-482

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AGOURA HILLS, CALIFORNIA, AMENDING THE AGOURA HILLS MUNICIPAL CODE TO CONSOLIDATE ALL PROTECTED TREE REGULATIONS INTO SECTION 9657 AND UPDATING THE CITY'S PROTECTED TREE REGULATIONS TO STREAMLINE PERMIT PROCESSING, PRIORITIZE THE RETENTION OF INDIVIDUAL TREES, INCENTIVIZE THE PLANTING OF NEW PROTECTED TREES, INCLUDE THE CALIFORNIA SYCAMORE AND SOUTHERN CALIFORNIA BLACK WALNUT AS PROTECTED TREES, AND MAKE OTHER AMENDMENTS; AND MAKING A DETERMINATION OF EXEMPTION UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

WHEREAS, the City of Agoura Hills lies in the County of Los Angeles in the Conejo Valley, the beauty of which is greatly enhanced by the presence of large numbers of native trees, including oak trees, California sycamores, and Southern California black walnut;

WHEREAS, the further, uncontrolled and indiscriminate destruction of these trees would detrimentally affect the safety and welfare of the citizens of Agoura Hills;

WHEREAS, it is currently the policy of the City to require the preservation of all healthy oak trees unless compelling reasons justify the removal, cutting, pruning and/or encroachment into the protected zone of an oak tree;

WHEREAS, the protection and preservation of the California sycamore and Southern California black walnut, in addition to oak trees, would provide environmental and healthful value to the citizens of Agoura Hills;

WHEREAS, this Ordinance would provide environmental and healthful value to the City by: 1) increasing long-term canopy coverage; 2) reducing the urban heat island effect; 3) improving air quality by absorbing pollutants; 4) supporting biodiversity and habitat for wildlife; 5) combatting climate change by storing carbon dioxide and producing oxygen; 6) reducing noise pollution by serving as a noise buffer; 7) protecting people from ultra-violet rays; 8) conserving energy and reducing energy demand; 9) saving water by slowing water evaporation from other thirsty landscaping by providing shade; and 10) enhancing mental and physical health.

NOW, THEREFORE, the City Council of the City of Agoura Hills, California, hereby ordains as follows:

Section 1. The facts set forth in the recitals of this Ordinance are true and correct.

Section 2. Consistency with the General Plan. This Ordinance is consistent with the General Plan, specifically the Natural Resources Element and Goal NR-4, which calls for the protection and enhancement of open space resources, other natural areas, and significant wildlife and vegetation in the City as an integral component of a sustainable environment. The City currently protects oak trees, and the Ordinance will provide protections for two additional species of native trees, thereby protecting and enhancing vegetation in the City. The Ordinance provides specific incentives for the planting of new native trees, furthering General Plan Policies NR-4.10 and S-19.1, which aim to plant new oak trees while maintaining and preserving existing trees. Streamlining permit applications aims to reduce regulatory pressures to further the ultimate goal of incentivizing tree planting and producing more native tree canopy area throughout the City.

Section 3. Zoning Code Amendment. Division 7 (Oak Tree Preservation Guidelines) of Part 2 (Special Regulations) of Chapter 6 (Regulatory Provisions) of Article IX (Zoning) of the Agoura Hills Municipal Code is hereby amended in its entirety to read as follows:

"DIVISION 7. – PROTECTED TREE PRESERVATION REGULATIONS

9657 – Definitions.

For purposes of this Division, the following words, phrases, and terms shall be defined as set forth in this Section.

A. *Certification Letter.* A letter certifying that work was performed under the direct supervision of a Tree Consultant and that said work fully complies with the conditions of approval of the Protected Tree Permit and this Division.

B. *Crown.* The total collection of a tree's branches, leaves, and reproductive structures.

C. *Damage.* Any actions that cause physical harm to a tree, whether willful or accidental, including but not limited to breaking or extreme pruning of branches, and injury to bark, trunk, or roots.

D. *Dead Tree.* A tree that does not contain any live tissue (i.e., green leaves or live limbs). Because valley oak (*Quercus lobata*) and California sycamore (*Platanus racemosa*) are deciduous trees and are dormant in the winter, their

status must be confirmed by the City's Tree Consultant before being declared dead.

E. *Deadwood.* Limbs or branches that contain no green leaves or live tissue.

F. *Deadwooding.* The process of pruning a tree of its deadwood.

G. *Diameter at Standard Height (DSH).* The measurement of a tree's trunk diameter taken at a standard height of 4.5 feet (54 inches) above ground level. For trees with multiple stems, DSH shall be calculated using the sum of the squares method as defined by the American Society of Consulting Arborists (obtained by measuring each stem's diameter, squaring them, summing the squares, and taking the square root of that total).

H. *Director.* The Community Development Director or their designee.

I. *Dripline.* An imaginary line drawn upon the ground measured at the furthest extension of the crown around the circumference of the tree.

J. *Effective Removal.* Any action that results in the tree's permanent disfigurement, destruction, or removal.

K. *Encroachment.* Any intrusion into the tree protection zone (TPZ) of a tree; including pruning, grading, excavating, trenching, installment of structures, driving vehicles, etc.

L. *Hazardous.* A hazardous tree shall mean any tree that poses an imminent risk or danger to person or property. The Director may determine that a tree is a hazard if the entirety of the tree, or any part of it: (1) appears dead, dangerous, or likely to fall, even after proper maintenance activities are performed to eliminate dead or dangerous parts; (2) obstructs or damages a street, sidewalk, or other existing structure; (3) harbors a serious disease or infestation threatening the health of other trees; (4) interferes with vehicular or pedestrian traffic; or (5) poses any other significant hazard or potential hazard, as determined by the Director; provided, however, that no feasible measures could be implemented to abate any such hazard.

M. *Ground Plane Improvements.* Improvements that do not significantly disturb the soil within the TPZ of a tree.

N. *Landmark Tree.* Any protected tree with a DSH that measures 48 inches or greater.

O. *Lion Tailing.* The improper pruning of excessive amounts of inner and lower branches, leaving foliage primarily at the ends of branches and susceptible to breakage.

P. *Protected Tree.* All scrub oak species regardless of size and all of the following species of trees with a DSH that measures 6 inches or greater are considered protected trees: California sycamore (*Platanus racemosa)*, Southern California black walnut (*Juglans californica)*, or any oak (*Quercus)* species.

Q. *Tree Consultant.* An individual or firm with a degree or experience in arboriculture, including experience in monitoring and maintaining the health of trees. The Tree Consultant must be an International Society of Arboriculture Certified Arborist, a Registered Consulting Arborist from the American Society of Consulting Arborists, or contain other equivalent certifications which would qualify them as a Tree Consultant at the discretion of the City.

R. *Protected Tree Permit.* An entitlement from the City authorizing specific work to be performed on or near a protected tree.

S. *Protected Tree Report.* A report prepared by a Tree Consultant containing specific information on the location, condition, potential impacts of development, recommended actions and mitigation measures regarding one (1) or more Protected trees on an individual lot or project site.

T. *Pruning.* Any and all cutting performed upon the roots or the limbs of a tree.

U. *Removal.* The physical removal of a tree or causing of the death of a tree through damaging, poisoning or other direct or indirect action. Trees approved for retention or relocation which subsequently die shall be considered as removals.

V. *Routine Maintenance.* Actions taken for the continued health of a tree, including but not limited to: pruning dead wood, insect spraying, and watering. Pruning branches smaller than three (3) inches in diameter that does not lead to crown loss over 20 percent (%) is considered routine maintenance. Topping, lion tailing, and any other practice that does not adhere to American National Standards Institute (ANSI) A300 standards and International Society of Arboriculture (ISA) best management practices do not constitute routine maintenance and are prohibited under any circumstances.

W. *Topping.* The drastic and indiscriminate removal or cutting back of branches in a tree to reduce its size and shape.

X. *Tree Protection Zone (TPZ).* Using the dripline as a point of reference, the TPZ shall commence at a point five (5) feet outside of the dripline and extend inwards to the trunk of the tree. In no case shall the TPZ be less than fifteen (15) feet from the trunk of a tree.

9657.1. – Protected Tree Permit required.

Except as otherwise provided in Section 9657.2, no person shall remove or damage any protected tree unless a valid Protected Tree Permit has been issued by the Director or the Planning Commission pursuant to the provisions of this Division.

9657.2. – Exemptions.

The provisions of this Division shall not apply to the following:

A. *Small Trees*: On private property, trees with a DSH smaller than 6 inches for the following species of trees: California sycamore (*Platanus racemosa)*, Southern California black walnut (*Juglans californica)*, or any oak (*Quercus)* species. Trees planted for the purpose of City-required mitigation and scrub oak species are not exempt and must comply with the permit requirements of this chapter.

B. *Emergencies*: If upon a visual inspection, a protected tree is determined to be in a hazardous or dangerous condition by the City, any member of a law enforcement or public safety agency, or the Los Angeles County Fire Department, that agency may order or allow the removal of a protected tree. Prior notice to the Community Development Department shall be provided, if possible. Subsequent to the emergency action, written notification shall be provided to the Community Development Department describing the action taken and the nature of the emergency. For the purposes of this provision, the City may consider a protected tree to be in a hazardous or dangerous condition if the continued existence of the tree in its present location would eventually lead to a hazardous or dangerous condition, even with reasonable mitigation efforts.

C. *Routine Maintenance of trees* as defined in Section 9657.

D. *Nurseries Trees*: Protected trees that are planted, grown and/or held for sale by licensed nurseries or the removal or transplanting of same pursuant to, and as a part of, the operation of a licensed nursery business. This exemption is limited to trees with main trunks smaller than ten (10) inches DSH.

E. *Active Fires*: When removal is determined necessary by fire department personnel actively engaged in fighting a fire.

F. *Registered Plantings*: Any protected tree species that have been registered with the City pursuant to Section 9657.8.

9657.3. – Protected Tree Permit types.

Three different types of Protected Tree Permits exist to regulate work that may remove or damage a protected tree. The type of Protected Tree Permit shall determine application material requirements and the permitting process.

A. *General Tree Permit:* General Tree Permits shall be required for work within the TPZ of a protected tree that is not routine maintenance and will not jeopardize the long-term health of the tree, and tree removals that are not associated with new development or Hazardous Tree Permits. Most tree pruning work falls under a General Tree Permit.

B. *Hazardous Tree Permit:* Hazardous Tree Permits shall be required in those situations in which a protected tree is hazardous and must be removed for safety purposes.

C. *Development Tree Permit:* Development Tree Permits shall be required for new construction projects that directly impact protected trees or propose ground disturbance activities within 25 feet of a protected tree, as measured from the edge of the TPZ.

9657.4. – General Tree Permits.

Required materials, processing procedures, and other requirements for General Tree Permits are set forth below.

A. *Application materials*. An application package for a General Tree Permit shall include the following for the application to be considered complete and processed:

1. *Application form*. A completed Protected Tree Permit application form available on the City's website or online permit platform.
2. *Justification statement*. A written statement by the applicant or their Tree Consultant stating the justification for planned actions involving protected trees.
3. *Photos*. Photos of the tree(s) proposed to be pruned or removed showing the state of the tree and its general location relative to the property listed in the application form. For trees proposed to be pruned, the Photos shall provide a general depiction of proposed cuts to be made to the tree.

4. *Fees*. Fee amounts for General Tree Permits shall be established by City Council resolution and are required to be paid upon the submittal of a General Tree Permit application.
5. *Site plan map*. A site plan map is required for General Tree Permits impacting five (5) or more protected trees. Requirements for site plan maps are set forth in Section 9657.6.A.4.
6. *Protected Tree Report*. A Protected Tree Report is required for General Tree Permits involving five (5) or more protected trees. Requirements for Protected Tree Reports are set forth in Section 9657.6.A.5.

B. *Application process*. After the applicant has submitted all required materials listed above, the City will review the application materials for accuracy and completion, and inspect the project site, if necessary, within 30 days of submittal of a complete application.
   1. For activities involving pruning only, a site inspection may not be required if the pruning is conducted by an individual or company on the City-endorsed tree care company list. Photos of the completed work shall be provided to the City within five days of completion.
   2. For activities involving pruning only, a site inspection shall be conducted by the City's Tree Consultant prior to permit issuance if the pruning activity is conducted by an individual or company that is not on the City-endorsed tree care company list. Photos of the completed work shall be provided to the City within five days of completion.
   3. For all other activities completed under a General Tree Permit, a site inspection may be required to confirm the site conditions stated in the application, or if the activity proposed has the potential to damage a protected tree, as determined the City.

C. *Required findings*. After receiving all of the required information, a General Tree Permit application shall be approved when at least one of the following findings can be made:
   1. The proposed work will not significantly affect the long-term condition of the protected tree(s), as determined by the City's Tree Consultant;
   2. The protected tree(s) is dead or declining and cannot be controlled or mitigated through reasonable preservation measures; or
   3. The protected tree(s) conflicts with existing infrastructure and no reasonable mitigation efforts can be taken to repair or prevent the damage and preserve the tree.

D. *Mitigation*. One 24-inch box of the same species shall be planted for protected trees removed pursuant to Section 9657.4.C.3. above. Mitigation shall not be required for all other General Tree Permits unless it is found that the death, removal, or damage of a protected tree was a result of actions that were taken in violation of this Division. In those instances, the responsible party shall mitigate for the death, removal, or damage of the protected tree(s) as specified in Tables 1 and 2 of Section 9657.6.D.

E. *Approval body*. The Director shall review and approve or deny General Tree Permit applications.

F. *Decision*. Depending on whether the required criteria has been met, an application may be approved, conditionally approved, or denied. For General Tree Permits, the decision of the Director shall be final, and a decision shall be rendered within 30 days of determining the application is complete and accurate. Conditions of approval may include, but are not limited to, the following:

1. The planting of replacement trees on-site or off-site;
2. Payment of a mitigation fee as established by City Council resolution;
3. A mitigation monitoring program to ensure the health and longevity of the protected tree(s).
4. Compliance with applicable local, state, or federal regulations.

G. *Expiration.* A general tree permit shall be valid for 180 days after the date of approval.

9657.5. – Hazardous Tree Permits.

Required materials, processing procedures, and other requirements for Hazardous Tree Permits are set forth below.

A. *Application materials*. An application package for a Hazardous Tree Permit shall include the following in order for the application to be considered complete and processed:

1. *Application form.* A completed Protected Tree Permit application form available on the City's website or online permit platform;
2. *Justification statement.* A written statement by the applicant or their Tree Consultant stating the justification for planned actions involving protected trees;

3. *Photos.* Photos of the tree(s) proposed to be removed showing the state of the tree and its general location relative to the property listed in the application form;
4. *Fees.* Fee amounts for Hazardous Tree Permits shall be established by City Council resolution and are required to be paid upon submittal of a Hazardous Tree Permit application. If the City confirms that the tree is dead or hazardous, application fees for the Hazardous Tree Permit shall be waived and refunded;

B. *Application process*. After the applicant has submitted all required materials, the City will review the application materials for accuracy and completeness and inspect the project site as necessary within 30 days of submittal. If the protected tree(s) are determined not to be in a hazardous or dangerous condition, the application may be elevated to a General Tree Permit or withdrawn.

C. *Approval body*. The Director shall review and approve or deny Hazardous Tree Permit applications.

D. *Required findings*. After receiving all required information, a Hazardous Tree Permit application shall be approved if the following finding can be made:
1. The condition of the protected tree(s) is in a hazardous or dangerous condition or will be in a hazardous or dangerous condition and cannot be controlled or mitigated through reasonable preservation measures, as determined by the City.

E. *Mitigation*. Mitigation shall not be required for Hazardous Tree Permits unless it is found that the death, removal, or damage of a protected tree was a result of actions that were taken in violation of this Division. In those instances, the responsible party shall mitigate for the death, removal, or damage of the protected tree(s) as specified in Tables 1 and 2 of Section 9657.6.D.

F. *Decision*. Depending on if the required criteria has been met, an application may be approved, conditionally approved, or denied. For Hazardous Tree Permits, the decision of the Director shall be final, and a decision shall be rendered within 30 days of determining that the application is complete and accurate. Conditions on approval may include, but are not limited to, the following:
1. The planting of replacement trees on-site or off-site;
2. Payment of a mitigation fee as established by City Council resolution;
3. A mitigation monitoring program to ensure the health and longevity of the protected tree(s).

9657.6. - Development Tree Permits.

Required materials, processing procedures, and other requirements for development tree permits are set forth below.

A. *Application materials*: An application package for a Development Tree Permit shall include the following in order for the application to be considered complete and processed;

1. *Application form.* A completed Protected Tree Permit application form available on the City's website or online permit platform.
2. *Justification statement.* A written statement by the applicant or their Tree Consultant stating the justification for planned actions involving protected trees.
3. *Fees.* Fee amounts for Development Tree Permits are established by City Council resolution and are required to be paid prior to the acceptance of a Development Tree Permit application.
4. *Site Plan Map.* Site plan maps prepared by the applicant's Tree Consultant are required for Development Tree Permits. The site plan map must depict the protected tree(s)' trunk locations, crown spreads (as measured from trunk to edge of dripline to the compass directions of north, south, east, and west), and TPZs of all protected trees on the project site (including trees that are partially on the project site). Site plan maps must additionally depict all existing features and structures, as well as all proposed development activities including but not limited to demolition, grading, trenching, and construction. Site plan maps are valid for two (2) years after date of preparation, so long as the proposed development activity has not changed. The date of protected tree data collection must be within one year of the date of preparation.
5. *Protected Tree Report.* Protected Tree Reports prepared by the applicant's Tree Consultant are required for Development Tree Permits. Protected Tree Reports are valid for two (2) years after date of preparation. The date of protected tree data collection must be within one (1) year of the date of preparation. Protected Tree Reports must include the following information:
    a. Description of the proposed project.
    b. Total number of protected trees on the lot.
    c. Any off-site protected trees within 25 feet of proposed ground disturbance activities, as measured from the edge of the TPZ.

d. Total number of protected trees proposed for removal, encroachment into the TPZ, and preservation without TPZ encroachment. The cumulative percentage of DSH removal for the site shall be provided.

e. Discussion of proposed tree protection measures during site development, including but not limited to protective fencing, arborist monitoring, and construction techniques within the TPZ (digging by hand).

f. Tree Replacement Plan if applicable, including number of replacement trees, species, container sizes, and planting locations (see Section 9657.6.D for tree replacement requirements).

g. The following data for each protected tree:

(1) Species (botanical and common name).

(2) DSH.

(3) Tree height.

(4) Tree crown extent from the trunk to the edge of the dripline to the compass directions of north, south, east, and west.

(5) Health rating on a scale of A to F, including disclosure of any significant health conditions such as poor vigor, evidence of disease, or evidence of pests.

(6) Appearance rating on a scale of A to F, including disclosure of any significant physical structure conditions, such as overextended branches, unbalanced crown, broken branches, etc.

(7) Pictures of the tree in its entirety. Pictures of multiple trees are permissible when it is not feasible to take individual pictures of trees.

(8) Discussion of anticipated impacts on the tree, including the following data:

i. Discussion of all proposed work within the TPZ, including pruning, paving, trenching, grading, filling, etc.

ii. Percent TPZ encroachment.

iii. Percent crown removal, if applicable.

iv. Evaluation of anticipated impacts to the health of the tree.

v. Square footage of removals for scrub oak species.

6. *Tagging*. Trees shall be affixed a tag and unique ID number on the north side of the tree at standard height.

B. *Application process.* After the applicant has submitted all required materials, the City will review the application materials for accuracy and completeness

concurrently and in the same manner as the development application and inspect the project site as necessary.

C. *Removal limits*. Development Tree Permits shall comply with the removal limits set forth below.

1. All scrub oak removals shall not exceed 10 percent of the total square footage of scrub oaks on the lot unless a variance is approved pursuant to Section 9676.2.C. In addition, increased mitigation shall be required if more than 10 percent of the total square footage of scrub oaks are removed, as shown in Section 9657.6.D, Table 1.
2. All other protected tree removals shall not exceed 10 percent of the total DSH of the protected trees on the lot unless a variance is approved.
3. If a project proposes to remove more than 10 percent of the total DSH of protected trees on a lot, a variance and increased mitigation shall be required based on the total proposed removal percentage as shown in Tables 1 and 2 of Section 9657.6.D.
4. For proposed TPZ encroachment that exceeds 10 percent, a monitoring program shall be required to evaluate the health of the tree for up to 5 years following the completion of work. Ground plane improvements shall not count towards the 10 percent TPZ encroachment threshold.
5. Landmark trees shall not be removed unless a variance is approved pursuant to Section 9676.2.C.

D. *Mitigation requirements*: For protected tree removals associated with development tree permits, the applicant shall provide replacement trees at the ratios outlined in Tables 1 and 2 below. In some cases, where it is not possible to obtain nursery grown trees in the sizes required, an equivalent number of smaller container trees shall be planted in an amount equal to the cost of the larger but unavailable trees. Unless approved by the City on the basis of maximizing total urban canopy, prioritizing on-site plantings, and reducing conflicts with required infrastructure, the applicant shall provide replacement trees of the same species for any protected tree approved by the City for removal. In cases where site conditions or fire safety requirements physically preclude a developer from planting all of the required replacement trees on-site, the developer may propose off-site tree plantings in the same ratio as described below, or payment of in-lieu fees established by City Council resolution for each tree that is not able to be planted on-site.

Table 1: Scrub Oak Mitigation Requirements

Scrub Oak Species	
Square Footage to be Removed	Required Replacement Square Footage*
Less than 10% of total scrub oak	Equal to square footage removed
10% - 20% of total scrub oak	One and one half (1.5) times the square footage removed
Greater than 20% of total scrub oak	Two times the square footage removed

**Scrub oaks of the same species shall be planted to a five-foot on center spacing within the replacement area.*

Table 2: Protected Tree Mitigation Requirements

All Other Protected Trees	
DSH of Each Protected Tree to be Removed	Required Quantity and Size of Replacement Trees
Up to 10% Total DSH Removed	
6 inches to 12 inches	Two 24-inch box trees
12 inches to 24 inches	Three 24-inch box trees
24 inches to 36 inches	Four 24-inch box trees;
36 inches to 48 inches	Five 24-inch box trees;
Above 48 inches	Four 24-inch box trees; Two 60-inch box trees
10-20% Total DSH Removed	
6 inches to 12 inches	Two 36-inch box trees
12 inches to 24 inches	Three 36-inch box trees
24 inches to 36 inches	Four 36-inch box trees;
36 inches to 48 inches	Five 36-inch box trees;
Above 48 inches	Four 36-inch box trees; Two 60-inch box trees
Greater than 20% Total DSH Removed	
6 inches to 12 inches	Three 36-inch box trees
12 inches to 24 inches	Four 36-inch box trees
24 inches to 36 inches	Five 36-inch box trees;
36 inches to 48 inches	Six 36-inch box trees;
Above 48 inches	Five 36-inch box trees; Two 60-inch box trees

E. *Monitoring requirements.* On-site replacements and protected trees where TPZ encroachment exceeds 10 percent shall be monitored annually by the applicant's Tree Consultant for (5) years following the completion of construction activities.

1. Any replacement trees that die during the monitoring period shall be replaced at a 1:1 ratio.
2. Any protected tree that has died or significantly declined in health at the end of the monitoring period shall be replaced at the same ratio as required by Section 9657.6.D, Tables 1 and 2.
3. Monitoring reports shall be completed annually by the applicant's Tree Consultant and submitted to the Community Development Department. The monitoring report shall contain the following information for each tree that requires monitoring:
    a. Photographs. A clear photograph of the tree shall be provided for each tree in the monitoring program. Pictures of multiple trees are permissible when it is not feasible to take individual pictures of trees.
    b. A brief summary describing the overall success of replacement plantings and/or the health of existing trees. A detailed explanation shall be provided for trees that have declined in health or appearance, and a recommendation shall be provided on whether or not those trees will need to be replaced. The City shall ultimately determine whether replacements are required.
4. Monitoring reports shall be required for at least five (5) years unless the City determines that they are no longer required based on the health of the trees and the extent of disturbance during or after construction.

F. *Standards for performance of required work.* Following the approval of a Development Tree Permit, all work shall comply with the applicable standards set forth below
    1. *Protective fencing.* A minimum five-foot high chain link fence with dark green mesh will be required to be installed at the outermost edge of the TPZ of each protected tree or group of protected trees. A fencing plan showing that the location, materials, and height of all proposed fencing comply with the requirements of this section shall be submitted by the developer and approved by the City prior to the issuance of a building permit. All required fencing shall be installed consistent with the approved fencing plan prior to the commencement of work. Prior to the removal of the protective fencing, the developer shall contact the City to perform a final inspection. Fencing requirements for individual protected trees may be waived by the City if no construction-related activities or disturbances are proposed within 25 feet of the TPZ.
    2. *Work within the TPZ.* All work conducted within the TPZ shall be performed in the presence of the applicant's Tree Consultant. The applicant's Tree

Consultant shall submit certification letters for all work completed within the TPZ of a protected tree within five working days of the completion of said work. The letter(s) shall describe all work performed, methods utilized, monitoring performed, whether such work was completed in accordance with all conditions of approval.

3. *Hand tools.* All work within the TPZ of a protected tree shall be accomplished using only hand tools.
4. *Root pruning.* All equipment used to prune protected tree roots shall be cleaned prior commencement of work. All root pruning shall consist of clean cuts at a forty-five degree angle with the cut surface facing downward.
5. *Activity within the TPZ.* No vehicles, equipment, materials, litter, or other items shall be used or placed within the TPZ of a protected tree at any time except as specifically required to complete approved work.
6. *Herbicide.* No herbicide shall be used within 100 feet of the TPZ of a protected tree.
7. *On-site documentation.* The following information shall be located and retained on the site for the duration of construction activities.
    a. Approved Protected Tree Report, Site Plan Map, Fencing Plan, and Protected Tree Permit.
    b. Approved development plans.
    c. Approved grading plans, if applicable.
    d. Approved landscape plans, if applicable.
    e. Protected tree regulations.

G. *Approval body*. A development tree permit shall have the same approval body as the associated development entitlements.

H. *Required findings*. After receiving all required information, a Development Tree Permit application shall be approved when all of the following findings can be made:

1. That the removal or damage of any protected tree(s) proposed, if applicable, is necessary because the continued existence at present location(s) either; (1) prevents the planned improvement or proposed use of the subject property to such an extent that alternative development plans cannot achieve the same permitted density or that the cost of such alternative would be prohibitive, or (2) interferes with utility services or streets and highways, either within or outside of the subject property, and no reasonable alternative to such interference exists other than removal or damage of the tree(s);

2. That any proposed removal or damage of the protected tree(s) will not result in soil erosion through the diversion or increased flow of surface waters which cannot be satisfactorily mitigated; and
3. That the proposed development, as conditioned, meets all applicable removal limits and mitigation requirements.

I. *Approval.* An application shall be approved or conditionally approved if all the required findings can be made and shall be denied if any of the required findings cannot be made. Conditions of approval may include, but are not limited to, the following:
1. The planting of replacement trees on-site or off-site;
2. Payment of an in-lieu fee as established by City Council resolution;
3. A mitigation monitoring program to ensure the health and longevity of protected tree(s)

J. *Appeals.* The decision of the Director of Planning and Community Development may be appealed to the Planning Commission upon filing of the proper form and payment of appropriate fees. The decision of the Planning Commission may be appealed to the City Council and any decision by the City Council shall be final. All appeals must be filed within fifteen (15) calendar days of the decision to approve, deny, or conditionally approve the project.

9657.7. – Special Development Tree Permits.

This Section contains special Protected Tree Permit requirements for Affordable Housing Overlay (AHO) and Senate Bill 9 (SB 9) development applications. A Development Tree Permit shall be required for these projects if they involve activity within the TPZ of a protected tree, and the application shall be processed and approved concurrently and in the same manner as the development application. The Special Development Tree Permit required by this Section shall not be subject to the requirements of Section 9657.6, unless identified herein.

A. *AHO projects.*
1. *Application materials.* All application materials required for Development Tree Permits shall be provided as listed in Section 9657.6.A.
2. *Mitigation requirements.* If a project involves the removal of a protected tree, other than a landmark tree, one (1) 24-inch box replacement tree of the same species shall be planted on the site for each protected tree removed. For scrub oak species, on-site replacement shall be equal to the square footage of the area removed, with scrub oaks of the same species planted to a five-foot on center spacing within the replacement area.

a. If proposed TPZ encroachment for an individual protected tree exceeds 20 percent, a monitoring program shall be required to evaluate the health of the tree for up to 5 years following the completion of work. Any protected tree that dies or significantly declines in health during the reporting period shall be replaced with one (1) 24-inch box replacement tree of the same species. Ground plane improvements shall not count towards the 20 percent TPZ encroachment threshold.

3. *Removal limits.* If a project involves the removal of up to ten (10) protected trees within the project site, not more than twenty-five (25) percent of the total DSH of all protected trees on that project site shall be removed. If the project involves the removal of eleven (11) or more protected trees within the project site, not more than thirty-five (35) percent of the total DSH of all protected trees on the project site shall be removed. Total scrub oak removals shall not exceed thirty-five percent of the total square footage of scrub oaks on the project site. Off-site trees that must be removed as a result of the project shall be considered on-site trees for the purpose of calculating total tree removals.
4. *Hillside stabilization.* For the purpose of providing natural stabilization of hillsides and preservation of native landscaping, a minimum of seventy-five (75) percent of all native trees on a slope steeper than fifty (50) percent shall be retained.
5. *Landmark trees.* The removal of a landmark tree is prohibited. If the City is compelled to allow the removal of a landmark tree due to any provisions of state law, no less than six (6) 24-inch box replacement trees shall be planted on the site.
6. *Alternative mitigation options.* In cases where site conditions or fire safety requirements physically preclude a developer from planting all of the required replacement trees on-site, the developer may propose off-site tree plantings in the same ratio as described below, or payment of in-lieu fees established by City Council resolution for each tree that is not able to be planted on-site.
7. *Monitoring requirements.* On-site replacements and existing protected trees where TPZ encroachment exceeds 10 percent shall be monitored annually by the applicant's Tree Consultant for up to (5) years following the completion of construction activities.
    a. Any replacement trees that die within the 5-year monitoring period shall be replaced with a 24-inch box tree of the same species.

b. Any existing protected trees that have died or significantly declined in health at the end of the monitoring period as a result of development activities shall be replaced with a 24-inch box of the same species. Landmark trees that die or significantly decline in health as a result of development activities shall be replaced with six (6) 24-inch box trees of the same species.

c. Monitoring reports shall be completed annually by the applicant's Protected Tree Consultant and submitted to the Community Development Department for at least five years following the start of construction activities as described in Section 9657.6.E.3.

8. *Standards for performance of required work.* All AHO projects shall comply with the standards for performance of required work for Development Tree Permits set forth in Section 9657.6.F.

B. *SB 9 Projects.*

1. *Application materials*. All application materials required for Development Tree Permits shall be provided as listed in Section 9657.6.A.

2. *Mitigation requirements*. If a project involves the removal of one or more protected tree(s), other than a landmark tree, the mitigation requirements for Development Tree Permits shall be required as specified in Section 9657.6.D, Tables 1 & 2.

3. *Removal Limits*. No SB 9 project shall remove more than 10 percent of the total DSH of protected trees or more than 10 percent of the total square footage of scrub oaks on a project site.

   a. If proposed TPZ encroachment for an individual protected tree exceeds 10 percent, a monitoring program shall be required to evaluate the health of the tree for up to 5 years following the completion of work. Any protected tree that dies or significantly declines in health during the reporting period shall be replaced at the ratios specified in Tables 1 & 2 of Section 9657.6.D. Ground plane improvements shall not count towards the 10 percent TPZ encroachment threshold.

4. *Landmark trees*. An SB 9 project shall not result in the removal of a landmark tree.

5. *Alternative mitigation options*. If providing all required replacements on-site is not possible or feasible due to site constraints, the developer may propose to plant off-site replacements or pay an in-lieu fee as established by City Council resolution.

6. *Monitoring requirements*. All monitoring requirements for Development Tree Permits as described in Section 9657.6.E shall apply to SB 9 projects.

7. *Standards for performance of required work.* All SB 9 projects shall comply with the standards for performance of required work for Development Tree Permits set forth in Section 9657.6.F.

9657.8. – Planting incentives.

In order to encourage the planting of as many native trees as possible within the City, incentives should be provided to property owners or businesses that plant new native trees.

A. *Registered plantings*. Any property owner that willingly plants new protected tree species on their property may register those trees with the City. Registered plantings on file with the City shall not be subject to the regulations of this Division. Applicants of Protected Tree Permits may not register required plantings or replacement plantings.
B. *Modifications and variances*. The Director shall have the discretion to waive variance and modification fees for development projects that avoid impacts to protected trees, and as a result, do not meet established zoning criteria.

9657.9. – Company registration.

The City may establish a registration system by which individuals or companies that treat, prune, remove, or otherwise engage in tree care may be trained by the City to become City-endorsed individuals or companies. The purpose of this policy is to endorse tree care companies or individuals that abide by ANSI A300 standards and ISA best management practices, ensure the health and longevity of the City's protected trees, and to streamline general tree permit and development tree permit applications. Training may be held annually and companies that attend may afterwards register with the City to be placed on the City-endorsed tree care company list, which is retained and distributed at City Hall and on the City's website.

9657.10. – Protected tree mitigation fund.

The City may establish a protected tree mitigation fund to be used for the continued wellbeing of protected trees within the City. Funding may be sourced from in-lieu fees and restitution paid to the City for protected tree mitigation. In-lieu fee and restitution amounts shall be established by City Council resolution. Uses of the fund may include, but are not limited to, protected tree planting, maintenance and monitoring, and purchasing land for planting new native trees.

9657.11. – Penalties and enforcement for violation.

The City shall vigorously enforce the provisions of this Division. Violations of this Division shall be subject to the following procedures, notices and remedies:

A. *Penalties*.

1. Any violation(s) of any of the provisions of this Division and/or any failure to comply with any of its requirements shall be punishable as set forth in Chapter 2 (Penalties) and Chapter 5 (Administrative Citations) of Article 1 (General Provisions) of this Code.
2. In addition to the penalties and remedies contained herein, any violation of this Division caused or permitted to exist shall be and is deemed a public nuisance and may be summarily abated as such by the City in accordance with the nuisance abatement provisions set forth in Sections 5608 through 5622 of Chapter 6 (Nuisance Abatement) of Article V (Sanitation and Health) of this Code.
3. Each and every day during any portion of which any violation of any provision of this Division is committed, continued or permitted shall constitute a separate offense and shall be punishable accordingly.

B. *Additional remedies*. In addition to all available remedies permitted by federal, state, and local law, violations of this Division shall be subject to the following remedies:

1. Required mitigation. Mitigation trees in the size and amount specified by Section 9657.6.D, Tables 1 and 2 shall be planted on-site for protected trees that have been removed or effectively removed, at the determination of the City.
    a. If the City determines that it is not possible or feasible to plant all required replacement trees on-site, those trees may be planted off-site in a location approved by the City or an in-lieu fee may be paid as established by City Council resolution.
2. Restitution. It has been determined that the protected trees within the City are valuable assets to the citizens of this community and to the citizens of the County of Los Angeles. Particularly egregious or willful destruction of protected trees or repeat violators of this Division shall be subject to additional restitution in an amount established by City Council resolution to compensate the public for lost assets and environmental degradation. Restitution funds shall be placed in a protected tree mitigation fund.

3. Violations by City-endorsed tree care companies. Any City-endorsed tree care company that commits a violation of this Division may be put on notice that their City-endorsed status will be revoked upon any repeat violation, or if the City finds that the City-endorsed tree care company willfully violated the provisions of this Division.

9657.12 – Nonliability of City.

Nothing in these Sections shall be deemed to impose any liability upon the City of Agoura Hills or upon any of its officers or employees, or agents, nor to relieve the owner and occupant of any private property from the duty to keep trees upon such property or under their control, in a safe condition.

Section 4. Zoning Code Amendment. Section 9525.9 (Oak Trees) of Part 3 (AH Affordable Housing Overlay District) of Chapter 5 (Overlay Districts) of Article IX (Zoning) of the Agoura Hills Municipal Code is hereby amended in its entirety to read as follows:

"9525.9. – Protected Trees.

Any project seeking approval under the AH overlay district and proposing activity within the tree protection zone of a protected tree shall require the review and approval of a Development Tree Permit, subject to the applicable standards located in section 9657.7."

Section 5. Zoning Code Amendment. Section 9293.4 (Development standards for all projects) of Part 11 (Senate Bill 9 Housing Development Standards) of Chapter 2 (Residential Land Use Districts) of Article IX (Zoning) of the Agoura Hills Municipal Code is hereby amended to read as follows, with deleted language shown in ~~strikeout~~ and new language shown in underline:

"**9293.4. – Development standards for all projects.**

All housing development applications submitted pursuant to this part shall comply with the following development standards:

A. *Parking.* Off-street parking of one (1) space per dwelling unit is required, except that no off-street parking spaces are required in either of the following instances:

1. The parcel is located within one-half (½) mile walking distance of either a high-quality transit corridor, as defined in Section 21155(b) of the Public

Resources Code, or a major transit stop, as defined in Section 21064.3 of the Public Resources Code.

2. There is a car share vehicle located within one (1) block of the parcel.

B. *Septic.* For residential units connected to an onsite wastewater treatment system, a percolation test must have been completed within the last five (5) years, or, if the percolation test has been recertified, within the last ten (10) years.

C. *Setbacks.* Side and rear setbacks shall be a minimum of four (4) feet, except that no setback shall be required for an existing structure, or a structure constructed in the same location and to the same dimensions as an existing structure.

D. *Fencing.* All fencing shall meet the requirements listed in section 9606.2. No fencing or other barriers shall be established that prevent public access to trails or trailheads.

E. *Private streets.* Developments may be served by private streets, provided that:

1. Unless prohibited by Government Code Section 66411.7(b)(3) as amended, an irrevocable offer to dedicate shall be made as a part of all development;
2. Evidence is provided that easements required for the provision of public services and facilities exist to provide adequate access to all development served from said private street;
3. Evidence is provided that adequate agreements exist to guarantee the ongoing maintenance of said private streets; and
4. The width of said private streets comply with the city's standards for public streets.

F. *Accessory dwelling units.* Accessory dwelling units shall not be permitted on parcels that have been created through an urban lot split or are proposed to be created through an urban lot split, and proposed housing developments containing no more than two (2) residential units pursuant to this part.

G. *Utilities.* All utilities shall be provided as required by chapter 6.

H. *Right-of-way improvements.* Unless prohibited by Government Code Section 66411.7(b)(3), all projects adjacent to a public street shall be designed and constructed to full public right-of-way improvements along the project frontages in accordance with the Committee of Public Works Standards, Inc.'s standard plans for public works construction and any applicable specific plans.

I. *Drainage courses.* No structures or parts of structures shall overhang, project, or protrude into any known drainage course.

1. Fences and other structures, culverts and bridges, and any other improvements which must be constructed within drainage courses, shall be designed to the requirements of the city to prevent an obstruction or division of drainage flows and to minimize adverse effects to natural riparian vegetation and ecosystems.

J. *Landscaping.* All projects shall meet the following landscape standards:

1. Landscaping shall be provided in all front yard areas visible to the public from any adjacent rights-of-way that are not specifically used for parking, driveways, walkways, patios, gardens, or other recreational purposes. Existing native vegetation or landscaping in front yard areas may be used to satisfy this standard.
2. All manufactured slopes or the face of cut-and-fill slopes shall be planted or otherwise protected from the effects of storm runoff and erosion, and such planting or protection must occur within thirty (30) days after completion of grading.
3. All new landscaping shall use at least fifty (50) percent native, drought-tolerant species selected from those listed by the California Native Plant Society in the Calscape website specific to Agoura Hills.
4. No plants on the California Invasive Plant Council's list of invasive species may be used in the project landscaping.
5. Artificial turf is discouraged in landscape areas to reduce the urban heat island effect, fire danger, and environmental impacts including waste materials and microplastic pollution.
6. New required landscape areas shall provide at least five (5) different shrubs and groundcovers to provide foliage, texture, and color.
7. Palm trees are prohibited in new landscape areas.
8. Planted berms and slopes shall be no steeper than 2:1, and 3:1 is preferred to provide greater planting opportunities.
9. Landscape design shall conform to stormwater design and low impact development (LID) requirements.
10. Landscape plans shall meet the requirements of the Los Angeles Fire Department, Fuel Modification Unit for fire safety.
11. Landscape and irrigation plans subject to the California State Model Water Efficient Landscape Ordinance (MWELO) shall conform to the requirements therein to achieve water efficient landscaping.

K. *Oak tree report.* The city's oak tree ordinance (section 9657 et seq.) shall not apply to a project seeking approval under this part, except for the following sections:

1. Section II. (Definitions) of appendix A of article IX.
2. Items D, E, F.2, and F.3 of section IV (oak tree permit) of appendix A of article IX.
3. Items A.3 and A.4 of section V (standards for performance of required work) of appendix A of article IX.
4. Item E (oak tree report) of section 9657.5 of the Agoura Hills Municipal Code.

L. *Oak tree standards.* A project seeking approval under this part shall comply with the following standards:

5. No more than ten (10) percent of the total estimated tree canopy or root structure of all protected oak trees on a property shall be removed.
6. Protected oak trees may only be removed, relocated, or altered if the removal, relocation, or alteration is necessary because the continued existence at their present location(s) prevents the proposed use of the subject property to such an extent that alternative development plans cannot achieve the same permitted density or that the cost of such alternative would be prohibitive.
7. If a project involves the removal of or encroachment greater than twenty (20) percent into the root zone or canopy zone of a protected oak tree that is 48 inches in diameter or less per the city's oak tree ordinance and guidelines (oak trees of the genus Quercus), one (1) 36-inch-box oak tree, two (2) 24-inch-box oak trees, and one (1) 15-gallon oak tree of the same species shall be planted on the site as mitigation for each oak tree removed or impacted. For scrub oak species protected per the city's oak tree ordinance and guidelines, on-site replacement for removal shall be equal to four (4) times the square footage of the area removed, with scrub oaks of the same species planted to a five-foot on center spacing within the replacement area.
8. The removal of or encroachment greater than twenty (20) percent into the root zone or canopy zone of a protected "landmark" oak tree (trees whose diameter exceeds forty-eight (48) inches) is prohibited.
9. For established oak trees, no planting, soil disturbance, or irrigation shall occur within a distance of six (6) feet or twenty-five (25) percent of the total canopy width from the trunk in any direction, whichever is greater. For newly

~~planted oak trees, no planting shall occur within four (4) feet of the tree trunk.~~

K. *Protected Trees.* Any project seeking approval under this Part 11 (Senate Bill 9 Housing Development Standards) and proposing activity within the tree protection zone of a protected tree shall require the review and approval of a Development Tree Permit, subject to the applicable standards located in section 9657.7.

L. ~~M.~~ *Lighting.* All outdoor lighting shall be shielded and downward facing to avoid direct illumination of neighboring properties.

M. ~~N.~~ *Rental term.* A rental of any unit created pursuant to this part shall be for a term longer than thirty (30) days.

N. ~~O.~~ *Connected structures.* Adjacent or connected dwelling units shall be allowed provided that the structures meet building code safety standards and are sufficient to allow separate conveyance."

Section 6. Zoning Code Amendment. Appendix A (Oak Tree Preservation Guidelines) of Article IX (Zoning) of the Agoura Hills Municipal Code is hereby deleted in its entirety.

Section 7. Zoning Code Amendment. Paragraph 6 of Subsection C of Section 9555 (General Design Standards, Commercial/Residential) of Part 6 (OA Old Agoura Design Overlay District) of Chapter 5 (Overlay Districts) of Article IX (Zoning) of the Agoura Hills Municipal Code is hereby amended to read as follows, with deleted language shown in ~~strikeout~~ and new language shown in underline:

"6. To the greatest extent possible, the architectural design and location of the building shall discourage grading on a hillside. If grading is required, building shall be integrated into existing terrain such that grading is minimized, taking care to preserve the viewshed, natural ridgelines, and ~~oak trees~~ protected trees."

Section 8. Zoning Code Amendment. Subsection 4 of Section 9545.1 (Findings) of Part 5 (FC Freeway Corridor Overlay District) of Chapter 5 (Overlay Districts) of Article IX (Zoning) of the Agoura Hills Municipal Code is hereby amended to read as follows, with deleted language shown in ~~strikeout~~ and new language shown in underline:

"4. The site design works with the characteristics of the existing terrain and maximizes preservation of open space to the maximum extent feasible, taking into consideration more than just economic feasibility. The existing terrain and

natural contours have been incorporated into the site plan design to maximum extent feasible, taking into consideration more than just economic feasibility. Where features of special interest such as hillsides, streams, or ~~oak trees~~ protected trees exist on the project site, they have been integrated into the design. The planning commission has the discretion to impose conditions as it may deem to be necessary to minimize and mitigate grading, the use of retaining walls, and the use of large flat pads."

Section 9. Zoning Code Amendment. Subsection B of Section 9654.2 (General Standards) of Division 4 (Off-Street Parking, Loading, and Landscaping) of Part 2 (Special Regulations) of Chapter 6 (Regulatory Provisions) of Article IX (Zoning) of the Agoura Hills Municipal Code is hereby amended to read as follows, with deleted language shown in ~~strikeout~~ and new language shown in underline:

"B. *Planter or landscaped areas.* Where the standards set forth in this section or elsewhere in this Code require the installation of planters or landscaped areas within or adjacent to parking areas, such planters or landscaped areas shall be planted, irrigated and maintained with live landscaping such as lawn, ground cover, trees or shrubs, and surrounded by a six-inch-high curb. The landscaped areas shall not be less than the width specified excluding any perimeter curbing. Parking in ~~the oak~~ protected tree drip lines shall be discouraged ~~and regulated by the provisions of section 9657 et seq.~~."

Section 10. Agoura Hills Municipal Code Amendment. Subsection (a) (Delegation of authority and responsibility) of Section 7803 (Authority and Power) of Chapter 8 (Community Tree Management) of Article VII (Streets) of the Agoura Hills Municipal Code is hereby amended to read as follows, with deleted language shown in ~~strikeout~~ and new language shown in underline:

(a) Delegation of authority and responsibility. The director shall have full authority and responsibility to regulate and conduct the planting, pruning, maintenance and removal of trees and woody plants growing in or upon all municipal streets, rights-of-ways, city parks, and other public property. With the exception of any protected tree, as defined in Section 9657. ~~oak tree (as defined in Appendix A (Oak Tree Preservation Guidelines) of article IX of this code)~~,this shall include the emergency removal of trees that may threaten electrical, telephone, gas, or any municipal water or sewer line, or any tree that is affected by fungus, insect, or other pest disease, on publicly owned properties."

Section 11. Agoura Hills Municipal Code Amendment. Section 7804 (Duties of Authorized Department) of Chapter 8 (Community Tree Management) of Article VII (Streets) of the Agoura Hills Municipal Code is hereby amended to read as follows, with deleted language shown in ~~strikeout~~ and new language shown in underline:

"**7804. – Duties of authorized department.**

The city council hereby delegates tree care decisions, with the exception of decisions related to any protected tree, as defined in Section 9657.~~oak tree (as defined in Appendix A (Oak Tree Preservation Guidelines) of article IX of this code)~~, to the public works department, hereinafter referred to as the "PW department." The director shall continue to make ~~oak~~ protected tree determinations consistent with section 9657 of this Code."

Section 12. Zoning Code Amendment. Section 9120.4 of Part 3 (Definitions) of Chapter 1 (Introduction) of Article IX (Zoning) of the Agoura Hills Municipal Code is hereby amended to read as follows, with deleted language shown in ~~strikeout~~ and new language shown in underline:

"A. *Damage, ~~oak tree~~ protected tree.* "Damage" shall have the same meaning as defined in Section 9657. ~~means any action undertaken which causes injury, death or disfigurement to an oak tree. This includes, but is not limited to, cutting, poisoning, overwatering, relocating or transplanting a protected tree, or trenching, excavating or paving within the protected zone of a tree.~~

B. *Day care for adults.* "Day care for adults" means any state-licensed facility providing care or supervision on a less than twenty-four-hour per day basis for adults over eighteen (18) years of age.

C. *Day care for children, small family day care home*. A "small family day care home" means a single-family residence which regularly provides care, protection and supervision of a maximum of eight (8) children in the provider's own residence, including children under the age of ten (10) years who reside at the single-family residence, for periods of less than twenty-four (24) hours a day, consistent with regulations issued by the State of California.

D. *Day care for children, large family day care home*. A "large family day care home" means a single-family residence which regularly provides care, protection and supervision for seven (7) to fourteen (14) children, inclusive, in the provider's own residence including children under the age of ten (10) years who reside at the single-family residence, for periods of less than twenty-four (24) hours a day, consistent with regulations issued by the State of California.

E. *Day nursery, children.* "Day nursery, children" means any facility, institutional in character, providing nonresident day care and supervision for more than twelve (12) children under sixteen (16) years of age, as defined and licensed by the department of social welfare of the State of California. "Day nursery, children" includes all types of group day care programs including, but not limited to, day nurseries, nursery schools for children under the minimum age for admission to public schools, parent-cooperative nursery schools, play groups for preschool children, and programs giving afterschool care to school age children.

F. *Deadwood.* "Deadwood" shall have the same meaning as defined in Section 9657. ~~means limbs, branches or a portion of a tree that contains no green leaves during a period of the year when they should be present.~~

G. *Density bonus.* "Density bonus" means a density increase of not less than ten (10) percent nor more than fifty (50) percent over the otherwise allowable residential density as provided in this article.

H. *Density, gross.* "Gross density" means the total number of dwelling units permitted on an acre of land exclusive of all existing public streets and rights-of-way, but including all streets or rights-of-way to be developed.

I. *Density, net.* "Net density" means the same as gross density except proposed streets and rights-of-way shall be excluded.

J. *Development.* "Development" shall mean the activity of preparing land and constructing buildings or other facilities and improvements in order to establish a land use. Development also shall mean a lot or parcel of land with the completed buildings, facilities, and other improvements thereon.

K. *Director.* "Director" means the director of planning and community development of the city or his duly authorized representative. "Director" also means the zoning administrator.

L. *Drainage course, natural.* "Natural drainage course" means an area bounded peripherally by a water parting and draining ultimately to a particular watercourse or body of water.

M. *Drip line.* "Drip line" shall have the same meaning as defined in Section 9657. ~~means the imaginary line upon the ground traced by vertical lines extended to the ground from the furthest extensions of the canopy or leaf crown of a tree, so that the traced line continues around the circumference of the canopy.~~

N. *Driveway.* "Driveway" means a vehicular passageway for the exclusive use of the occupants of a property and their guests.

O. *Duplex.* "Duplex" means an attached permanent building containing two (2) dwelling units.

P. *Dwelling group.* "Dwelling group" means one (1) or more buildings, not more than two (2) stories in height, containing dwelling units and arranged around two (2) or three (3) sides of a court which opens onto a street, including single-family, duplex, and multiple-family dwellings.

Q. *Dwelling, multiple-family.* "Dwelling, multiple-family" means a permanent building containing three (3) or more dwelling units. For the purposes of the accessory dwelling unit regulations in section 9283, "dwelling, multifamily" means a permanent building with two (2) or more dwelling units, including a duplex, but not including a single-family home with an ADU or JADU.

R. *Dwelling, single-family.* "Single-family dwelling" means a permanent building containing one (1) dwelling unit.

S. *Dwelling unit.* "Dwelling unit" means one (1) or more rooms and a single kitchen, designed for occupancy by one (1) family for living and sleeping purposes."

Section 13. Zoning Code Amendment. Subsection F of Section 9120.5 of Part 3 (Definitions) of Chapter 1 (Introduction) of Article IX (Zoning) of the Agoura Hills Municipal Code is hereby amended to revise the definition for "encroachment" to read as follows, with deleted language shown in ~~strikeout~~ and new language shown in underline:

"F. Encroachment. "Encroachment" shall have the same meaning as defined in Section 9657.~~means any intrusion or human activity into the protected zone of an oak tree, including but not limited to pruning, grading, excavating, trenching, parking of vehicles, storage of materials or equipment, or the construction of structures or other improvements.~~ Encroachment also means an intrusion into any required yard or right-of-way."

Section 14. Zoning Code Amendment. Subsection 9120.15 ("O") of Part 3 (Definitions) of Chapter 1 (Introduction) of Article IX (Zoning) of the Agoura Hills Municipal Code is hereby amended to read as follows, to delete the definition for "oak tree preservation guidelines" with deleted language shown in ~~strikeout~~ and new language shown in underline:

A. Oak tree. "Oak tree" means valley oak (*quercus lobata*), coast live oak (*Quercus agrifolia*) or any other tree of the oak genus.

~~B. Oak tree preservation guidelines. "Oak tree preservation guidelines" means the policy established by the city council and the administrative procedures and~~

~~rules established by the director of planning and community development for implementing this article.~~

B. ~~C.~~ *Occupancy.* "Occupancy" shall mean the purpose for which land or a structure is used or intended to be used. A change of occupancy does not include a mere change of owners, tenants or proprietors.

C. ~~D.~~ *Office.* The following types of uses are typical office functions: Agricultural, business and personal credit services; security and commodity brokers, dealers, exchanges, and services; employment services; insurance carriers, agents, brokers and services; real estate and related services; holding and investment companies; advertising services; consumer and mercantile credit reporting services; adjustment and collection services; direct mail advertising services; stenographic services and other duplicating and mailing services; news syndicate services; business and management consulting services; detective and protective services; motion picture distribution and services; physician and dental services; and office activities only of business organizations involved in manufacturing, wholesale and retail trade, transportation, communications and utilities.

D. ~~E.~~ *Open space, developed.* "Developed open space" means open space substantially free of structures but possibly containing improvements which are part of a development plan or are appropriate for the residents of any residential development.

E. ~~F.~~ *Open space, natural.* "Natural open space" means any parcel of land or water which is essentially unimproved and devoted to an open space use.

F. ~~G.~~*Outside display.* "Outside display" means the placement of goods, equipment, merchandise or exhibits at a location visible to the public view, other than within a building.

G. ~~H.~~ *Outside storage.* "Outside storage" means the storage of goods, equipment or materials ~~out side~~ outside of a building for any purpose other than outside display."

Section 15. Zoning Code Amendment. Subsection 9120.16.Q ("P") of Part 3 (Definitions) of Chapter 1 (Introduction) of Article IX (Zoning) of the Agoura Hills Municipal Code is hereby amended to add a new definition for "protected tree" and deleting the definition of "protected zone" with deleted language shown in ~~strikeout~~ and new language shown in underline:

"Q. *Protected tree*. Protected tree shall have the same meaning as defined in Section 9657.

~~*Protected zone.* "Protected zone" means that area at the base of an oak tree formed by tracing an imaginary line five (5) feet outward from and around the circumference of the drip line, the protected zone being the area extending inward toward the trunk of the tree from the tracing line. The protected zone shall be a radius of at least fifteen (15) feet from the trunk of the tree.~~"

Section 16. Zoning Code Amendment. Subsection 9120.17.R ("J") of Part 3 (Definitions) of Chapter 1 (Introduction) of Article IX (Zoning) of the Agoura Hills Municipal Code is hereby amended to modify the definition for "routine maintenance" with deleted language shown in ~~strikeout~~ and new language shown in underline:

"J. *Routine maintenance~~, oak tree~~.* "Routine maintenance" ~~means actions needed for the continued good health of an oak tree, including but is not limited to removal of deadwood, insect control, spraying and watering~~ shall have the same meaning as defined in Section 9657."

Section 17. Zoning Code Amendment. Subsection 9120.19. ("T") of Part 3 (Definitions) of Chapter 1 (Introduction) of Article IX (Zoning) of the Agoura Hills Municipal Code is hereby amended to add a new subsection "I" to add a definition for "tree protection zone" to read as follows:

"I. Tree protection zone (TPZ). Tree protection zone shall have the same meaning as defined in Section 9657."

Section 18. Agoura Hills Municipal Code Amendment. Subsection (s) of Section 10407 (Tentative Map Contents) of Chapter 4 (Tentative Map) of Article X (Subdivisions) of the Agoura Hills Municipal Code is hereby amended to read as follows, with deleted language shown in ~~strikeout~~ and new language shown in underline:

"(s) Number, location and size of all existing ~~oak~~ protected trees."

Section 19. California Environmental Quality Act (CEQA). This Ordinance is exempt pursuant to CEQA Guidelines Section 15308 (Actions by Regulatory Agencies for Protection of Natural Resources) because it is an action taken by a regulatory agency to assure the maintenance, restoration, enhancement, and protection of the environment. While the Ordinance allows for a relaxation of processing procedures for General Tree Permits, it will not result in a relaxation of mitigation requirements, and it will not result in a relaxation of standards leading to environmental degradation. This Ordinance protects two additional native tree species, and mitigation requirements for the removal of

protected trees are generally increasing, particularly for removals of large trees and heritage trees that provide the most value to the environment. New incentives are also being provided to promote the enhancement and restoration of the City's native trees.

Section 20. Severability Clause. If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance or its application to any person or circumstances, is for any reason held to be invalid or unenforceable by a court of competent jurisdiction, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases of this Ordinance, or its application to any other person or circumstance. The City Council declares that it would have adopted each section, subsection, subdivision, paragraph, sentence, clause, phrase hereof, irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases hereof be declared invalid or unenforceable.

Section 21. Effective Date. This Ordinance shall take effect thirty (30) days after passage.

Section 22. Certification. The Mayor shall sign and the City Clerk shall certify to the passage and adoption of this Ordinance and shall cause the same or a summary thereof to be published and posted in the manner required by law.

PASSED, APPROVED, AND ADOPTED this __th day of _____, 2025, by the following vote to wit.

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

_____
Mayor

ATTEST:

_____
Kimberly M. Rodrigues, MMC, City Clerk

APPROVED AS TO FORM:

_____
Candice K. Lee, City Attorney