



AGENDA
REGULAR MEETING
AGOURA HILLS CITY COUNCIL
Civic Center - Council Chambers
30001 Ladyface Court, Agoura Hills, California 91301
Wednesday, April 22, 2026
6:00 PM

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

ATTEND OR WATCH THE MEETING

For in-person attendance, the Council Chambers will open to the public at 5:30 p.m. To watch the live stream or archived meeting, 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](https://www.youtube.com) 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; a speaker's time may not be transferred to another person. Written comments submitted during the meeting will not be read aloud by the City.

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

LAND ACKNOWLEDGEMENT

PLEDGE OF ALLEGIANCE

ROLL CALL

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

REPORT OF CLOSED SESSION

APPROVAL OF AGENDA

PRESENTATIONS

Business of the Month - Presentation to Rabbits & Oaks
Proclamation - Recognizing Arbor Day

INTERGOVERNMENTAL, SPECIAL PURPOSE COMMITTEE, AND DEPARTMENTAL REPORTS

Las Virgenes/Malibu Council of Governments Update
Santa Monica Mountains Conservancy Advisory Committee 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 April 8, 2026
RECOMMENDATION: Approve the Minutes, as presented.
2. Approve Demand Warrant Register No. 950
RECOMMENDATION: Approve Demand Warrant Register No. 950.
3. Approve Award of Contract for the Driver Drain Stormwater Improvement Project; NIB 26-01
RECOMMENDATION: 1) Award a contract, in the amount of \$347,359.00, to Sam Hill & Sons, Inc. for the Driver Drain Stormwater Improvement Project; NIB #26-01; 2) Authorize the City Engineer to issue necessary change orders within a 15% contingency; 3) Allocate \$144,462 of Storm Water Capital Project Funds in the proposed FY 2026-27 Budget for the project; and 4) Authorize the Mayor to sign the contract agreement.
4. Approve Award of Contract for the Low Flow Storm Drain Diversion Project; NIB 26-03
RECOMMENDATION: 1) Award the Low Flow Storm Drain Diversion Project; NIB 26-03; to Environmental Construction, Inc., in the amount of \$2,543,820; 2) Authorize the City Engineer to issue necessary change orders within a 10% contingency; and, 3) Authorize the Mayor to sign the contract agreement.

5. Approve Agreement for Contractor Services, with Civica Law Group, APC, for Prosecutor Services
RECOMMENDATION: Approve the Agreement for Contractor Services, with Civica Law Firm, APC, for prosecutor services.
6. Approve Agreement for Contractor Services, with MCCi, LLC, for Laserfiche Technical Support and Maintenance Services
RECOMMENDATION: Approve the Agreement for Contractor Services with MCCi, LLC, for Laserfiche Technical Support and Maintenance Services.
7. Adopt Ordinance No. 26-485, Amending the Agoura Hills Municipal Code to Establish Electric Mobility Device Regulations
RECOMMENDATION: Adopt Ordinance No. 26-485; AN ORDINANCE OF THE CITY OF AGOURA HILLS, CALIFORNIA, AMENDING THE AGOURA HILLS MUNICIPAL CODE TO ESTABLISH ELECTRIC MOBILITY DEVICE REGULATIONS AND MAKING A FINDING OF EXEMPTION PURSUANT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT.
8. Adopt Ordinance Amendment No. 26-487 Related to Equipment in Residential and Commercial Zones and Uses Subject to Director's Review and Approval
RECOMMENDATION: Adopt Ordinance No. 26-487; AN ORDINANCE OF THE CITY OF AGOURA HILLS, CALIFORNIA, AMENDING THE AGOURA HILLS MUNICIPAL CODE TO AMEND REGULATIONS RELATED TO EQUIPMENT IN RESIDENTIAL AND COMMERCIAL ZONES AND USES SUBJECT TO DIRECTOR'S REVIEW AND APPROVAL IN RESIDENTIAL ZONES AND MAKING A DETERMINATION OF EXEMPTION UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT.

CITY COUNCIL, STAFF COMMENTS

ADJOURNMENT

The next Regular City Council Meeting will be held at 6:00 p.m., on May 13, 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, April 22, 2026 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: April 16, 2026



REPORT TO CITY COUNCIL

DATE: APRIL 22, 2026
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 APRIL 8, 2026

RECOMMENDATION

Approve the Minutes, as presented.

Attachments

[CC Minutes 040826.pdf](#)

MINUTES
REGULAR MEETING
AGOURA HILLS CITY COUNCIL
Civic Center – Council Chambers
30001 Ladyface Court, Agoura Hills, California 91301
Wednesday, April 8, 2026
6:00 p.m.

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

Mayor Wolf opened the meeting with the Land Acknowledgement.

The Pledge of Allegiance was led by City Manager Nathan Hamburger.

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

Also Present were: City Manager Nathan Hamburger, City Attorney Candice K. Lee, Executive Assistant Michele Hubbs, Communications Director Mary Haddad, Administrative Intern Jane Hooper, Community Development Director Robby Nesovic, Senior Planner Angela Georgeff, Associate Planner Eric Wang, Director of Public Works/City Engineer Charmaine Yambao, Deputy City Manager Louis Celaya, Sergeant James Arens, Director of Finance Diego Ibañez, Director of Community Services Amy Brink, and City Clerk Kimberly M. Rodrigues.

REPORT OF CLOSED SESSION

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

APPROVAL OF AGENDA

Mayor Wolf deferred to Community Development Director Nesovic, who stated that the applicant for the prescreen (Item No. 6) had requested to move the item to a later date for the opportunity to provide renderings for the project.

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

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

NOES: None.

ABSTAIN: None.

ABSENT: None.

PRESENTATIONS

There were no presentations.

INTERGOVERNMENTAL, SPECIAL PURPOSE COMMITTEE, & DEPARTMENTAL REPORTS

Field Deputy Daniell Vicente, representing Supervisor Lindsey P. Horvath, provided an update.

Interim Library Manager Rachel Lizotte provided an Agoura Hills Library update.

Mayor Pro Tem Klein Lopez provided a Clean Power Alliance (CPA) update.

PUBLIC COMMENTS

No public comments were received.

CONSENT CALENDAR

No public comments were received.

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

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

NOES: None.

ABSTAIN: None.

ABSENT: None.

1. Approve Minutes of the Regular City Council Meeting of March 11, 2026
2. Approve Demand Warrant Register No. 949
3. Adopt **Ordinance No. 26-486**; AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AGOURA HILLS, CALIFORNIA, AMENDING THE AGOURA HILLS MUNICIPAL CODE BY ADDING A NEW SECTION 5103 TO CHAPTER 1 (HEALTH CODE) OF ARTICLE V (SANITATION AND HEALTH) TO PROHIBIT THE SALE OF KRATOM PRODUCTS AND MAKING A FINDING OF EXEMPTION PURSUANT TO CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)

PUBLIC HEARING / ORDINANCE

- 4 Conduct a Public Hearing, Waive Full Reading, and Introduce a Zoning Ordinance Amendment Concerning Accessory Equipment in Residential and Commercial Zones and Uses Subject to Director's Review and Approval in Residential Zones
Mayor Wolf opened the Public Hearing at 6:19 p.m.

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

There being no public comments or further questions, Mayor Wolf closed the Public Hearing at 6:30 p.m.

Following deliberations, Mayor Wolf called for a motion and second to approve the staff recommendation to waive full reading and introduce **Ordinance No. 26-487**; AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AGOURA HILLS, CALIFORNIA, AMENDING THE AGOURA HILLS MUNICIPAL CODE TO AMEND REGULATIONS RELATED TO EQUIPMENT IN RESIDENTIAL AND COMMERCIAL ZONES AND USES SUBJECT TO DIRECTOR'S REVIEW AND APPROVAL IN RESIDENTIAL ZONES, AND MAKING A DETERMINATION OF EXEMPTION UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT.

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

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

NOES: None.

ABSTAIN: None.

ABSENT: None.

ORDINANCE / ACTION

5. Discussion to Waive Full Reading and Introduce **Ordinance No. 26-485**, Amending Article III Public Safety of the Agoura Hills Municipal Code by Adding New Chapter 10 Regulating Electric Mobility Devices

Mayor Wolf announced this item was continued from the March 11, 2026, Regular City Council Meeting.

Following presentation of the staff report and a question-and-answer period, Mayor Wolf 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, forwarded to the City Council, and made available for public review:

Doug Kruschen, Agoura Hills

There being no further public comment, and following deliberations, Mayor Wolf called for a motion and second to approve the staff recommendation to waive full reading and introduce **Ordinance No. 26-485**; AN ORDINANCE OF THE CITY OF AGOURA HILLS, CALIFORNIA, AMENDING THE AGOURA HILLS MUNICIPAL CODE TO ESTABLISH ELECTRIC MOBILITY DEVICE REGULATIONS AND MAKING A FINDING OF EXEMPTION PURSUANT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA).

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

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

NOES: None.

ABSTAIN: None.

ABSENT: None.

DISCUSSION / ACTION

6. Conduct a Prescreen Review of an Application Requesting City Council Feedback on an Amendment of the Agoura Hills Municipal Code Regarding Signage for Multifamily Housing Projects

By City Council consensus (*Wolf, Klein Lopez, Anderson, Anstead, Sylvester*), this item was pulled from the Agenda, at the applicant's request, and will be considered at a later date.

CITY COUNCIL, STAFF COMMENTS

Director of Community Services Brink announced that signups were open for Community Service Days, scheduled for Saturday, April 25, 2026, with check-in at 8:30 a.m. at Chumash Park.

City Manager Hamburger congratulated newly appointed Community Development Director Nesovic, who provided brief personal remarks.

Councilmember Anderson encouraged the public to submit comments for the Community Wildfire Protection Plan *"by midnight tonight."*

Mayor Wolf reported attending the Breakfast with the Bunny event and encouraged volunteers to participate in the upcoming Community Service Days.

ADJOURNMENT

At 7:21 p.m., Mayor Wolf announced the next Regular City Council Meeting would be held at 6:00 p.m., on Wednesday, April 22, 2026, in the Council Chambers of the Civic Center, and adjourned the meeting.

Kimberly M. Rodrigues, MPPA, MMC
City Clerk



REPORT TO CITY COUNCIL

DATE: APRIL 22, 2026
TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL
FROM: NATHAN HAMBURGER, CITY MANAGER
BY: ALEJANDRA KINCHELOE, ACCOUNTING SPECIALIST
SUBJECT: APPROVE DEMAND WARRANT REGISTER NO. 950

Demand Warrant Register No. 950 is hereby submitted for your approval.

FISCAL IMPACT

All items on the Demand Warrant Register 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 Register No. 950

Attachments

[Demand Warrant Register No. 950.pdf](#)

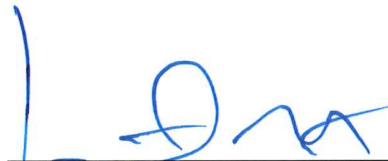
APRIL 22, 2026

DEMAND WARRANT REGISTER NO. NINE HUNDRED FIFTY

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 Register No. 950 is a full, true, and correct statement.



Nathan Hamburger, City Manager

Demand Register 950



Payment Date	Number	Vendor Name	Payable Description	Payment Amount
03/30/2026		Payroll	Payroll Vendor Payments	<u><u>98,222.36</u></u>
04/02/2026	119639	Burns Pacific Construction	Maintenance Services Feb 2026	60,556.36
04/02/2026	119640	Calabasas Printing	Supplies	107.56
04/02/2026	119641	City of Thousand Oaks Finance/Cashier	Dial-A-Ride Feb 2026	11,982.32
04/02/2026	119642	Cr Print	Envelopes & Business Cards	210.15
04/02/2026	119643	Debbie Jackson	Refund for Security Deposit - Event 03/26/26	1,000.00
04/02/2026	119644	Elizabeth Eaves	Instructor Payment	750.35
04/02/2026	119645	Fairytales & Heroes, LLC	Character Actors - Breakfast with Bunny	545.00
04/02/2026	119646	Gi Industries	Oil Recycling Program Events	6,400.00
04/02/2026	119647	Global Custom Security, Inc.	Quarterly Monitoring Fees	127.50
04/02/2026	119648	GSG Protective Services	Security 03/16/26 - 03/22-26 Event Center	360.00
04/02/2026	119649	Holly Anderson	Refund Class	5.00
04/02/2026	119650	Void	-	-
04/02/2026	119651	Kimley Horn & Assoc.	Professional Services Jan & Feb 2026	41,577.92
04/02/2026	119652	LA County Dept Of Public Works	Sewer Service Charge	355.00
04/02/2026	119653	Michael Lang	Summer 2026 Activity Guide	11,725.00
04/02/2026	119654	Pegasus Studios	Broadcast Services Mar 2026	1,993.75
04/02/2026	119655	PermiTech Solutions Corporation	Professional Services Feb 2026	347.25
04/02/2026	119656	Pitney Bowes Global Financial Services LLC	Lease Property Tax	20.52
04/02/2026	119657	Reserve Account Pitney Bowes	Postage 10715282	1,000.00
04/02/2026	119658	Rincon Consultants	Prof Services Feb 2026 Canwood St Subsequent MND	2,304.50
04/02/2026	119659	Ron Troncatty	Monthly Maintenance Mar 2026	1,825.00
04/02/2026	119660	Rrm Design Group	Professional Services Oct 2025 - Feb 2026	38,178.32
04/02/2026	119661	SaberDome Corp	Monthly Services Apr 2026	12,502.78
04/02/2026	119662	SCA of CA LLC	Street Sweeping Jun 2025	13,286.56
04/02/2026	119663	SecuriTech	Alarm Monitoring 04/01/26 - 07/01/26	150.00
04/02/2026	119664	Smith Pipe & Supply Inc.	Supplies	2,901.02
04/02/2026	119665	Solid Waste Solutions, Inc.	Film Permits	11,874.85
04/02/2026	119666	Southern California Edison	Utilities 02/17/26 - 03/23/26	768.99
04/02/2026	119667	Staples	Supplies	215.46
04/02/2026	119668	The Acorn Newspapers	City Ads	648.78
04/02/2026	119669	T-Mobile USA Inc.	Monthly Services 02/21/26 - 03/20/26	31.35
04/02/2026	119670	Townsend Public Affairs, Inc.	Consulting Services Mar 2026	5,000.00
04/02/2026	119671	TPX Communications	Monthly Communication 03/23/26 - 04/22/26	890.94
04/02/2026	119672	Turbodata	Citation Processing Feb 2026	200.00
04/02/2026	119673	Varn Painting, Inc	Morrison Park ADA Rehabilitation	7,798.55
04/02/2026	119674	West Coast Arborists, Inc	Tree Maintenance	12,145.58
04/02/2026	119675	Willdan	Water Quality Services Feb 2026	4,835.75
04/02/2026	119676	Yanir Klibanov	Restrictive Covenant/Planning Application Fee P1	740.00
04/02/2026	119677	Youth Evolution Basketball	Instructor Payment Mar 2026	411.60
04/03/2026	119678	Hopscotch Press, Inc.	Here Comes the Guide Annual Subscription	3,750.00
04/03/2026	119679	Los Angeles County Sheriff Department	Garnishment	760.74
			Total	<u><u>260,284.45</u></u>
04/03/2026		Payroll	Payroll & Vendor Payments	<u><u>220,894.89</u></u>
04/09/2026	119680	Agoura Lock Technologies	Lock Repair - Event Center	175.00
04/09/2026	119681	Brightview Landscape Services	Maintenance	51,133.50
04/09/2026	119682	California Building Standards Commission	SB 1473	4,662.96
04/09/2026	119683	CoStar Realty Information, Inc.	CoStar Suite	1,043.76
04/09/2026	119684	Department Of Conservation	SMIP	14,772.47
04/09/2026	119685	Direct Tv	Cable Services 03/30/26 - 04/29/26	59.99
04/09/2026	119686	Dish	Cable Services Apr 2026	175.73
04/09/2026	119687	Eashan Babber	Student Art Show - Mayor's Award	200.00
04/09/2026	119688	Executive Facilities Services, Inc	Janitorial Services Apr 2026	2,930.76
04/09/2026	119689	GMZ Engineering, Inc.	61.02.18 Progress Pay Ladyface Greenway Feb 2026	362,315.25
04/09/2026	119690	GSG Protective Services	Security 03/23/26 - 03/29/26 Event Center	1,785.00
04/09/2026	119691	Kimia Kimali	Student Art Show - CAC Excellence in Arts Award	200.00
04/09/2026	119692	Kimley Horn & Assoc.	Professional Services Feb 2026	14,635.93
04/09/2026	119693	Krista Taturan	Security Deposit Refund - Event 03/29/26	1,000.00
04/09/2026	119694	Laura Poindexter	Security Deposit Refund - Event 03/28/26	1,000.00
04/09/2026	119695	M & L Partnership	Fingerprinting	52.50
04/09/2026	119696	National Utility Locators LLC	Contract Locating	1,700.00

04/09/2026	119697	Oakridge Landscape	Gravel Bags	1,215.00
04/09/2026	119698	Ooma, Inc.	AirDial Service	1,172.60
04/09/2026	119699	Prudential Overall Supplies	Rec Center Mats	161.55
04/09/2026	119700	RMG Communications	Filming/Editing COG	4,958.75
04/09/2026	119701	Rms Printing Llc	CERT BC & Flyer and Business Cards	190.97
04/09/2026	119702	Ryan Davis	"Cyclotron" Art Sold - 2026 Summer Art Show	480.00
04/09/2026	119703	SCA of CA LLC	Street Sweeping Mar 2026	12,351.00
04/09/2026	119704	Senior Concerns	Senior Advocacy Services Mar 2026	833.00
04/09/2026	119705	Smith Pipe & Supply Inc.	Supplies Rec Center	444.31
04/09/2026	119706	Southern California Edison	Utilities 02/23/26 - 03/23/26	23,780.37
04/09/2026	119707	Spectrum Enterprise	Cable Services 04/03/26 - 05/02/26	408.15
04/09/2026	119708	Staples	Supplies	315.44
04/09/2026	119709	Sunbelt Controls	Quarterly Maintenance	1,486.50
04/09/2026	119710	The Acorn Newspapers	City Ads	1,240.65
04/09/2026	119711	TK Elevator Corp	Rec Center Elevator Maintenance	1,157.76
04/09/2026	119712	TLC Inc.	HP DesignJet Services	658.55
04/09/2026	119713	Total Access Elevator LLC	Maintenance Apr 2026	155.00
04/09/2026	119714	Underground Service Alert	Monthly Database Maintenance	27.20
04/09/2026	119715	Ventura Transit Systems	Transportation Services International Womans Day	600.00
04/09/2026	119716	Waste Management	Green Yard Waste Disposal 40 YD Rolloff Service	948.71
			Total	<u>579,401.70</u>
	ACH Payment			
04/09/2026	DFT0007701	Spare Labs Inc.	Dial-A-Ride Mar 2026	18,556.13
			Total	<u>18,556.13</u>
04/17/2026		Payroll	Payroll	<u>134,389.76</u>
			Grand Total	<u>1,311,749.29</u>

Demand Warrant Register No. 950

PASSED, APPROVED, AND ADOPTED this 22th day of April 2026, by the following vote to wit:

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

Jeremy Wolf, Mayor

ATTEST:

Kimberly M. Rodrigues, City Clerk



REPORT TO CITY COUNCIL

DATE: APRIL 22, 2026
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 AWARD OF CONTRACT FOR THE DRIVER DRAIN STORMWATER IMPROVEMENT PROJECT; NIB 26-01

In 2024, the City received mitigation grant funding from the Federal Emergency Management Agency (FEMA) for the improvement of the inlet structure and pipe on Driver Avenue, just west of Colodny Drive, due to damages sustained during the January 2023 rain/flooding emergency.

On March 13, 2026, the City initiated the bidding process for the Driver Drain Stormwater Improvement Project; NIB 26-01. The project scope includes removing and replacing the existing storm drain inlet on Driver Avenue, east of Colodny Drive, with a higher-capacity structure, as well as upsizing the downstream storm drain pipe to address recurring flooding in the area during heavy rain events. Additionally, portions of the roadway and adjacent equestrian trail will be restored as part of the drainage improvements.

On April 9, 2026, the City received five (5) sealed bids for this project. The bid results were as follows:

Ironwave Builders	\$221,056.00
Sam Hill & Sons, Inc.	\$347,359.00
D. John Roser, Inc.	\$379,359.00
Staples Construction	\$460,721.15
G2K Construction, Inc.	\$577,613.00

The lowest apparent bidder was Ironwave Builders. During the review of the bid submittal from the apparent low bidder, Ironwave Builders, staff received a formal request from the contractor, on April 13, 2026, to withdraw its bid. The contractor stated that, during bid preparation, it inadvertently failed to obtain pricing from a licensed traffic control subcontractor. This omission resulted in a material discrepancy between the submitted bid and the actual cost required to meet the project specifications. Consequently, performing the contract at the bid price would impose significant financial hardship on the contractor. Due to this error, Ironwave Builders is requesting the City relieve them of their bid proposal and bid security.

Pursuant to California Public Contract Code Section 5103, Ironwave Builders submitted written notice of its request to withdraw within five (5) working days of the bid opening. The request was reviewed and approved by the Director of Public Works.

Given the remaining bids, staff believes that re-bidding the project is unlikely to produce more favorable results. Staff has reviewed the bid of the apparent 2nd lowest bidder, Sam Hill & Sons, Inc., and deemed their bid responsive and acceptable. Sam Hill & Sons provided references to similar projects for other public agencies, including the County of Ventura, and all were in good standing. Therefore, staff respectfully recommends that the City Council award the contract to the next lowest responsive and responsible bidder, Sam Hill & Sons, Inc., in the amount of \$347,359.

The project is anticipated to begin in June 2026, and is expected to be completed within approximately three (3) months, with no work to be done on weekends or holidays.

FISCAL IMPACT

The construction budget for the project includes \$275,000 of Federal Emergency Management Agency (FEMA) Hazardous Mitigation Grant Program (HMGP) Funds, and \$50,000 of Measure W (Local) Funds, for a total budget of \$325,000.

It should be noted that the HMGP allocation was based on FEMA's engineer's estimate at the time the City's application was reviewed in 2024. In recognition of annual increases in labor and material costs, FEMA permits agencies to request additional funding to cover costs exceeding the original allocation. Staff will be submitting a request to FEMA for additional HMGP funding upon conclusion of the project in order to offset City costs.

To advance the proposed project, staff requests City Council approval to appropriate \$144,462 in the proposed FY 2026–27 Budget from the fund balance in Public Works Storm Water Capital Project Fund (Account 016-0000-2900), based on the following estimates:

Project Costs	Estimate
Remaining contract balance	\$22,359
Contingency (15%)	\$52,103
Construction Engineering	\$50,000
Inspection/Material Testing	\$20,000
Total:	\$144,462

RECOMMENDATION

Staff respectfully recommend the City Council:

1. Award a contract, in the amount of \$347,359.00, to Sam Hill & Sons, Inc. for the Driver Drain Stormwater Improvement Project; NIB #26-01; and
2. Authorize the City Engineer to issue necessary change orders within a 15% contingency; and
3. Appropriate \$144,462 of Storm Water Capital Project Funds in the proposed FY 2026-27 Budget for the project from Fund Balance of fund 016-0000-2900; and
4. Authorize the Mayor to sign the contract agreement.



REPORT TO CITY COUNCIL

DATE: APRIL 22, 2026

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 AWARD OF CONTRACT FOR THE LOW FLOW STORM DRAIN DIVERSION PROJECT; NIB 26-03

On December 10, 2025, the City Council authorized staff to seek bids for the Low Flow Storm Drain Diversion Project; NIB 26-03. The scope of work in the base bid included the installation of six (6) 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.

In addition to the base bid, the plans and specifications included four (4) additional locations as bid alternatives, to be considered in the event the bids costs were favorable.

On March 24, 2026, the City received bids from five (5) contractors. One bidder, Shiraz Construction, was deemed nonresponsive for failure to submit a bid bond package with their bid submittal. The base bid results for the four (4) responsive bidders were as follows:

Environmental Construction, Inc.	\$2,543,820.00
J Vega Engineering, Inc.	\$2,864,980.00
CEM Construction, Corp.	\$3,485,075.00
Blois Construction, LLC.	\$6,545,759.30

Staff reviewed the bid submittal of the apparent low bidder, Environmental Construction, Inc., and deemed their bid responsive and acceptable. In addition, staff contacted references for Environmental Construction, Inc., to discuss past work, as they have never worked in the City. The references were all excellent regarding the contractor's performance.

During the bid evaluation process, staff reviewed the base bid along with the alternative bid items. While the base bid was determined to be competitive, the submitted costs for the bid alternatives were disproportionately high compared to the base bid. Staff recommends that the bid alternatives be rebid as a separate project in a future fiscal year, which would likely provide more competitive bidding.

The total length of construction is expected to take approximately four (4) months, with no work to be done on holidays. It should be noted the start of construction may be delayed due to the long lead times in procuring the precast diversion manhole structures and equipment.

FISCAL IMPACT

The project budget includes \$1,195,134 of Proposition 1, Round 1, Integrated Regional Water Management Funds, \$970,503 of Measure W (Regional) Funds, \$109,000 of Measure W (Local) Funds, and \$970,610 of City Storm Water Capital Project Funds, for a total budget of \$3,245,247 to complete this work.

In addition to construction costs, the project budget includes a contingency of \$254,382 (10%) and estimated costs for construction support (engineering, inspections, and material testing). Therefore, the current budget will only fund the structures included in the base bid.

RECOMMENDATION

Staff respectfully recommends the City Council:

1. Award the Low Flow Storm Drain Diversion Project; NIB 26-03; to Environmental Construction, Inc., in the amount of \$2,543,820;
2. Authorize the City Engineer to issue necessary change orders within a 10% contingency; and
3. Authorize the Mayor to sign the contract agreement.



REPORT TO CITY COUNCIL

DATE: APRIL 22, 2026
TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL
FROM: NATHAN HAMBURGER, CITY MANAGER
BY: RAMIRO ADEVA, ASSISTANT CITY MANAGER
ROBBY NESOVIC, COMMUNITY DEVELOPMENT DIRECTOR
SUBJECT: APPROVE AGREEMENT FOR CONTRACTOR SERVICES, WITH CIVICA LAW GROUP, APC, FOR PROSECUTOR SERVICES

The purpose of this item is to seek City Council approval for the City to enter into an Agreement for Contractor Services with Civica Law Group, APC ("Civica") for prosecutor services. Staff is requesting approval of a one-year agreement on a time and materials basis for an annual not-to-exceed amount of \$300,000. If Civica's work is satisfactory during the initial term, the contract allows the City to extend the contract for an additional three (3) year term.

The City released a Request for Proposal/Qualifications (RFP/Q) for prosecutor services on January 5, 2026. Staff received several applications from qualified firms, and Civica was ultimately selected by City staff following the RFP/Q process.

As part of the agreement, Civica would perform the following tasks:

- Review alleged municipal code violations and determining appropriate enforcement action.
- Exercise, advise and represent the City in its administrative, civil, or criminal remedies in connection with municipal code enforcement.
- Train City staff on enforcement practices, procedures, and updates in applicable law.
- Review and analyze City ordinances for legal sufficiency and enforceability.
- Advise and assist with permit and approval processes, representing the City's interests before deciding bodies, including the City Council.
- Provide any other legal services as requested by the City Manager and/or City Attorney.

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

FISCAL IMPACT

Funds have been appropriated in the Community Development Department's professional services account for Fiscal Years 2025-26 and 2026-27. Staff does not currently anticipate any changes to the Budget as a result of this contract.

RECOMMENDATION

Staff respectfully recommends the City Council approve the Agreement for Contractor Services, with Civica, for prosecutor services.

Attachments

[Agreement for Contractor Services - Civica.pdf](#)

**AGREEMENT FOR CONTRACTOR SERVICES BETWEEN
THE CITY OF AGOURA HILLS AND CIVICA LAW GROUP, APC ("CIVICA")**

THIS AGREEMENT is made and effective as of April 22, 2026, between the City of Agoura Hills, a municipal corporation ("City") and Civica ("Contractor"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

This Agreement shall commence on April 22, 2026, and shall remain and continue in effect until tasks described herein are completed, but in no event later than April 22, 2027, unless sooner terminated pursuant to the provisions of this Agreement.

The City may, at its option, extend this Agreement for one additional term of three years upon providing written notice of its intent to extend this Agreement to the Contractor not less than thirty (30) days prior to the expiration of the initial Term.

2. SERVICES

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

3. PERFORMANCE

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

4. PAYMENT

A. The City agrees to pay Contractor monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B, Payment Rates and Schedule, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. Any terms in Exhibit B other than the payment rates and schedule of payment are null and void. This amount shall not exceed (\$300,000) ("Agreement Price") for the initial Term of the Agreement unless additional payment is approved as provided in this Agreement.

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

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

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

5. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

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

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

6. DEFAULT OF CONTRACTOR

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

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

7. OWNERSHIP OF DOCUMENTS

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

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

8. INDEMNIFICATION

Contractor shall defend, indemnify, and hold the City, its officials, officers, employees, agents and independent contractors serving in the role of City officials, and volunteers (collectively “Indemnitees”) free and harmless from any and all claims, demands, causes of action, proceedings, costs, expenses, liabilities, losses, damages or injuries, in law or equity, to property or persons, including wrongful death (collectively “Claims”), in any manner arising out of or incident to any negligent acts or omissions of Contractor, its officials, officers, employees, agents or subcontractors in connection with the performance of this Agreement, including without limitation the payment of all consequential damages, attorneys’ fees, and other related costs and expenses, except for such Claims arising out of the sole negligence or willful misconduct of the Indemnitees. With respect to any and all such Claims, Contractor shall defend Indemnitees at Contractor’s own cost, expense, and risk and shall pay and satisfy any judgment, award,

or decree that may be rendered against Indemnitees. Contractor shall reimburse Indemnitees for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Contractor or Indemnitees. All duties of Contractor under this Section shall survive termination of this Agreement.

9. INSURANCE REQUIREMENTS

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

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

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

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

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

4) Professional Liability Insurance shall be written on a policy form providing professional liability for the Contractor's profession. **SEE B(4) BELOW**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10. INDEPENDENT CONTRACTOR

A. Contractor is and shall at all times remain as to the City a wholly independent Contractor. The personnel performing the services and tasks under this Agreement on behalf of Contractor shall not be City employees and shall at all times be under Contractor's exclusive direction and control. Contractor and all of Contractor's

personnel shall possess the qualifications, permits, and licenses required by state and local law to perform the services and tasks under this Agreement, including, without limitation, a City business license as required by the Agoura Hills Municipal Code. Contractor shall determine the means, methods, and details by which Contractor's personnel will perform the services and tasks. Contractor shall be solely responsible for the satisfactory work performance of all personnel engaged in performing the services and tasks, and compliance with the customary professional standards. Neither City nor any of its officers, employees, agents, or volunteers shall have control over the conduct of Contractor or any of Contractor's officers, employees, or agents.

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

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

the California Public Employees Retirement System (“PERS”) as a City employee, and entitlement to any contribution to be paid by City for employer contributions or employee contributions for PERS benefits.

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

11. PERS COMPLIANCE AND INDEMNIFICATION

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

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

12. LEGAL RESPONSIBILITIES

The Contractor shall keep itself informed of all local, State and Federal ordinances, laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Contractor shall at all times observe and comply with all such ordinances, laws and regulations. The

City, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the Contractor to comply with this section.

13. RELEASE OF INFORMATION

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

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

14. NOTICES

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

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

To Contractor: Civica Law Group, APC
4000 Barranca Parkway
Suite 250, PMB 782
Irvine, CA 92604
Attention: Chief Operating Officer

15. ASSIGNMENT

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

16. LICENSES

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

17. GOVERNING LAW

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

18. PROHIBITED INTEREST

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

19. EXHIBITS

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

20. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous Agreements, understandings, representations and statements,

oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

21. AMENDMENT OF AGREEMENT

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

22. AUTHORITY TO EXECUTE THIS AGREEMENT

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

23. COUNTERPARTS

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

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

CITY OF AGOURA HILLS

Jeremy Wolf,
Mayor

ATTEST:

Kimberly M. Rodrigues, MMC
City Clerk

Date Approved by City Council: _____

APPROVED AS TO FORM:

Candice K. Lee,
City Attorney

CONTRACTOR

Civica Law Group
4000 Barranca Parkway
Suite 250, PMB 782
Irvine, CA 92604
(949) 592-0165
hnegrete@civicalaw.com

By: DocuSigned by: Matthew Silver
Name: Matthew Silver
Title: President

By: DocuSigned by: Matthew Silver
Name: Matthew Silver
Title: Secretary

[Signatures of Two Corporate Officers Required]

EXHIBIT A

TASKS TO BE PERFORMED

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

SCOPE OF SERVICES

Civica will provide professional prosecutor services to the City of Agoura Hills. Services shall include, without limitation:

- Reviewing alleged municipal code violations and determining appropriate enforcement action.
- Exercising, advising and representing the City in its administrative, civil, or criminal remedies in connection with municipal code enforcement.
- Training City staff on enforcement practices, procedures, and updates in applicable law.
- Reviewing and analyzing City ordinances for legal sufficiency and enforceability.
- Advising and assisting with permit and approval processes, and representing the City's interests before deciding bodies, including the City Council.
- Providing any other legal services as requested by the City Manager and/or City Attorney.

EXHIBIT B
PAYMENT RATES AND SCHEDULE



FEE PROPOSAL

Civica Law utilizes software which allows its staff to enter time contemporaneously as work is completed. This ensures that all timekeeping is accurate and updated in real time. Because of this practice, Civica Law can effectively manage the cost of each matter and appropriately budget staff time based on individual capabilities. Civica Law is very mindful of limited City budgets and pledges to perform efficiently.

Civica Law proposes the following hourly rates for Administrative Hearing Officer Services:

Attorneys	\$325
Paralegals & Law Clerks	\$210

Civica Law only bills by the tenth of an hour and is committed to clear and accurate descriptions of all work performed. Civica Law does not have daily minimum hours or minimum billing increments, nor do we bill for training, secretarial work, or other similar expenses. Travel expenses shall be in accordance with the City's approved travel policy. Other typical expenses include costs for court filing fees, process server fees, messenger fees, legal research, litigation guarantees, printing and document reproduction, and other costs necessary for legal representation.

Civica Law heavily leverages modern technology to reduce expenses and offer savings to our clients through our most competitive rates and reduced expenses. We make no separate charges for clerical support. For no-show applicants/contestants, our charge would be only the real time worked, such as hearing preparation, any appearance time waiting and travel.

Invoices are typically generated monthly, at the beginning of the month, grouped by matter, and mailed out to the City's designated accounts payable representative. Civica Law can adapt its invoicing system to meet the City's requirements, including if desired billing at quarter hour increments or typical one-tenth entries, as is customary. We propose a five percent cost of living increase each fiscal year beginning in 2027.



REPORT TO CITY COUNCIL

DATE: APRIL 22, 2026
TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL
FROM: NATHAN HAMBURGER, CITY MANAGER
BY: RAMIRO ADEVA, ASSISTANT CITY MANAGER
AMBER VICTORIA, MANAGEMENT ANALYST
SUBJECT: APPROVE AGREEMENT FOR CONTRACTOR SERVICES, WITH MCCi, LLC, FOR LASERFICHE
TECHNICAL SUPPORT AND MAINTENANCE SERVICES

The City previously contracted with ECS Imaging, Inc. for Laserfiche technical support and maintenance services. ECS Imaging, Inc. has since been acquired by MCCi, LLC. As a result of this transition, staff is recommending entering into a new agreement directly with MCCi, LLC to ensure continuity of services.

Laserfiche is a critical document management system used by the City to store, manage, and retrieve digital records. Maintaining reliable support and system performance is essential for daily operations and public access to information.

Consistent with the City's adopted 2025–2026 Technology Plan, staff has transitioned from on-premises infrastructure to a cloud-hosted Laserfiche solution. This shift will reduce the City's internal infrastructure burden, improve system reliability, and enhance accessibility.

City staff and MCCi, LLC have reviewed and agreed upon the scope of services, which includes:

- Laserfiche PF Cloud Professional Users (5–49) – LSAP
- Laserfiche PF Cloud Participant Users (10–199) – LSAP
- Laserfiche PF Cloud Weblink Public Portal (1,000 views/month) – LSAP
- Laserfiche PF Cloud Additional Storage (100GB) – LSAP

In addition, MCCi, LLC will provide Gold Priority Support, which includes:

- 10 hours of online or on-site support annually
- Unlimited phone support
- Four-hour response time for most service requests
- Support services including Laserfiche technical assistance, system installations, workflow and forms configuration, and integration services

This agreement ensures that the City continues to receive comprehensive support while transitioning to a hosted environment managed by MCCi, LLC.

FISCAL IMPACT

The funding (\$23,000) is currently appropriated in Fund 010-4195-552000 (Automated Office Services/Contract Services) for the 2026-27 Fiscal Year.

Should the City Council approve the agreement, MCCi, LLC will continue Laserfiche Technical Support and Maintenance Services on their hosted site for the City.

RECOMMENDATION

Staff respectfully recommends the City Council approve the Agreement for Contractor Services with MCCi, LLC, for Laserfiche Technical Support and Maintenance Services.

Attachments

[MCCi Agreement.pdf](#)

AGREEMENT FOR CONTRACTOR SERVICES WITH
THE CITY OF AGOURA HILLS

NAME OF CONTRACTOR:	MCCi, LLC
RESPONSIBLE PRINCIPAL OF CONTRACTOR:	Attn: Laura Favreau
CONTRACTOR'S ADDRESS:	3717 Apalachee Pkwy, Ste 201 Tallahassee, FL 32311
CITY'S ADDRESS:	City of Agoura Hills 30001 Ladyface Court Agoura Hills, CA 91301 Attn: City Manager
PREPARED BY:	Amber Victoria
COMMENCEMENT DATE:	April 9, 2026
TERMINATION DATE:	April 18, 2028
CONSIDERATION:	Agreement Price: \$46,000 Not to Exceed: \$23,000/yr.

**AGREEMENT FOR CONTRACTOR SERVICES BETWEEN
THE CITY OF AGOURA HILLS AND MCCi, LLC**

THIS AGREEMENT is made and effective as of April 9, 2026, between the City of Agoura Hills, a municipal corporation ("City") and MCCi, LLC ("Contractor"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

This Agreement shall commence on April 9, 2026, and shall remain and continue in effect until tasks described herein are completed, but in no event later than April 18, 2028, unless sooner terminated pursuant to the provisions of this Agreement.

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

2. SERVICES

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

3. PERFORMANCE

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

4. PAYMENT

A. The City agrees to pay Contractor monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B, Payment Rates and Schedule, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. In the case of any conflicting terms between Exhibit B and this Agreement, the Agreement will control. This amount shall not exceed Forty-Six Thousand Dollars and Zero Cents (\$46,000) ("Agreement Price") for the initial Term of the Agreement unless additional payment is approved as provided in this Agreement.

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

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

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

5. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

A. The City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the Contractor at least thirty (30) days prior written notice. Upon receipt of said notice, the Contractor shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement, such suspension or termination shall not make void or invalidate the remainder of this Agreement.

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

6. DEFAULT OF CONTRACTOR

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

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

7. OWNERSHIP OF DOCUMENTS

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

B. Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files containing data generated for the work, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement (collectively, "Work Product") 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. Notwithstanding the foregoing, the following shall not constitute the property of the City: (i) Contractor software, including but not limited to any proprietary code (source and object), or that which is subject to third-party license agreements with Contractor and/or City; (ii) those portions of the Deliverables which include information in the public domain or which are generic ideas, concepts, know-how, and techniques within the computer design, support, and consulting business generally; and (iii) those portions of the Deliverables which contain the computer consulting knowledge, techniques, tools, routines and sub-routines, utilities, know-how, methodologies, and information which Contractor had prior to or acquired during the performance of its Services for City and which do not contain any Confidential Information of City conveyed to Contractor (collectively, "Pre-existing Work"). To the extent Contractor uses any Pre-existing Work in the performance of the Services, Contractor shall retain all right, title, and interest in and to such Pre-existing Work. All such Work Product, to the extent custom and unique in application to City, shall be deemed works made for hire. To the extent title to any such Work Product may not, by operation of law, vest in City or such Work Product may not be considered works made for hire, all rights, title, and interest therein are irrevocably assigned to City. 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. Notwithstanding the foregoing, Contractor retains a non-exclusive, royalty-free, worldwide, perpetual license to use, sell, modify, distribute, and create derivative works based upon any of the foregoing materials in its information technology professional services business, provided that in so doing Contractor shall not use or disclose any City Confidential Information or Deliverables custom and unique to City. Contractor hereby grants to City a paid-up, royalty-free, worldwide, non-exclusive license to use

outputs generated by the Contractor software and Pre-existing Work for City's internal business needs for the term of each applicable Order.

8. INDEMNIFICATION

Contractor shall defend, indemnify, and hold the City, its officials, officers, employees, agents and independent contractors serving in the role of City officials, and volunteers (collectively "Indemnitees") free and harmless from any and all claims, demands, causes of action, proceedings, costs, expenses, liabilities, losses, damages or injuries, in law or equity, to property or persons, including wrongful death (collectively "Claims"), to the extent caused by Contractor, in any manner arising out of or incident to (a) any acts or omissions of Contractor, its officials, officers, employees, agents or subcontractors in connection with the performance of this Agreement within the scope of Contractor's responsibilities, 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; or (b) any third party alleging that the use of any Deliverable (expressly excluding third-party software and/or cloud host provider) as provided to City under this Agreement and used in accordance with this Agreement and relevant documentation, infringes any third party's intellectual property rights perfected in the United States, except to the extent such alleged infringement (i) is based on information or requirements furnished by City, (ii) is the result of a modification made by an entity other than Contractor, or (iii) arises from use of a Deliverable in combination with any other product or service not provided or approved in writing by Contractor. 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. All duties of Contractor under this Section shall survive termination of this Agreement.

9. LIMITATION OF LIABILITY

Notwithstanding any other provision of this Agreement, each party's maximum aggregate liability to the other party for all Claims, losses or other liability arising out of, or connected with, this Agreement, the Services, Deliverables and/or Software provided hereunder, and whether based upon contract, warranty, strict liability, tort (including without limitation negligence), or otherwise, shall in no event exceed the aggregate amounts paid by City to Contractor under the applicable Order giving rise to the Claim during the twelve (12) months preceding the date the Claim arose. This limitation applies to all Agreements between City and Contractor, whether executed prior to or subsequent to this Agreement, unless otherwise expressly provided in an applicable Order.

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.

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

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

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

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

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

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

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

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

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

- a. Liability arising from the unauthorized release of information for which an entity has the legal obligation to keep private, such as personally identifiable information (PII) and protected health information (PHI)
- b. Network security liability arising from the unauthorized use of, access to, or tampering with computer systems, including hacker or denial of service attacks.

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

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

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

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

- 1) The City, its officers, officials, employees and volunteers are to be covered and named as additional insureds in respect to: liability arising out of

activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers.

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

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

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

5) Each insurance policy required by this clause shall contain coverage that 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.

C. LIMITATION OF LIABILITY

In accordance with section 9, except for liability arising from (i) a breach of intellectual property rights; (ii) liability under any third party end-user or terms of use agreement; or (iii) either party's payment obligations under this Agreement, neither party shall be liable to the other for any special, exemplary, incidental or consequential damages (including, without limitation, lost revenues, profits, savings or business, or loss of records or data), whether or not such damages were foreseeable or disclosed in advance and regardless of the legal theory (including breach of contract, warranty, strict liability or tort).

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: MCCi, LLC
3717 Apalachee Pkwy, Ste 201
Tallahassee, FL 32311
Attention: Laura Favreau

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 Agreements, understandings, representations and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

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.

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

CITY OF AGOURA HILLS

Jeremy Wolf,
Mayor

ATTEST:

Kimberly M. Rodrigues, MMC
City Clerk


Date Approved by City Council: _____


APPROVED AS TO FORM:

Candice K. Lee,
City Attorney

CONTRACTOR

MCCi, LLC
3717 Apalachee Pkwy, Ste 201
Tallahassee, FL 32311
Laura Favreau
925-329-6016
lfavreau@mccinnovations.com

By: 
Name: Victor D'Aurio
Title: COO

By: 
Name: Donny Barstow
Title: President & CEO

[Signatures of Two Corporate Officers Required]

EXHIBIT A

TASKS TO BE PERFORMED

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

Laserfiche PF Cloud Professional Users (5-49) -LSAP

Laserfiche PF Cloud Participant Users (10-199)- LSAP

Laserfiche PF Cloud Weblink Public Portal (1,000 views/month)-LSAP

Laserfiche PF Cloud Additional Storage (100GB) LSAP

MCCi, LLC Gold Priority Support consists of 10 hours of on-line or on-site support time, unlimited phone support, and a 4-hour response time for most services offered by MCCi, LLC including Laserfiche tech support, installations, configurations of workflow and forms, and integration services.

EXHIBIT B

PAYMENT RATES AND SCHEDULE

PRICING: LASERFICHE

717 Apalachee Parkway, Suite 201
 allahassee, FL 32311
 50.701.0725
 50.564.7496 fax

Bill /Ship to: Kimberly Rodrigues
 krodriques@agourahillscity.gov

cc AP Contact: krodriques@agourahillscity.gov

lient Name: City of Agoura Hills

Quote Date: March 24, 2026

lient Address: 30101 Agoura Crt. #102, Agoura Hills, CA
 1301

quote Number: 40888

Support Period: 04/19/2026 - 04/18/2027

order Type: Laserfiche System Support

<i>Product Description:</i>	<i>Qty.</i>	<i>Unit Cost</i>	<i>Annual Total</i>
<u>LASERFICHE CLOUD ANNUAL SUBSCRIPTION - BASIC</u>			
↕ Laserfiche Cloud Professional User Subscription (5-49 users)	5	\$870.00	\$4,350.00
↕ Laserfiche Cloud Participant User Subscription (10-199 users)	10	\$125.00	\$1,250.00
↕ Laserfiche Cloud Quick Fields Complete with Agent Subscription (10-Pack)	1	Included*	included*
↕ Laserfiche Cloud Direct Share, Up to 200MB	1	Included*	included*
↕ Laserfiche Cloud Starter Audit Trail Subscription	1	Included*	included*
↕ Laserfiche Cloud Public Portal Subscription (Up to 12k Views/Yr.)	1	\$630.00	\$630.00
↕ Laserfiche Cloud Storage (100 GB) Subscription	38	\$315.00	11,970.00
<i>Laserfiche Annual Recurring Subscription Subtotal</i>			<i>\$18,200.00</i>
<u>ICCi SUPPLEMENTAL SUPPORT SERVICES SUBSCRIPTION</u>			
↕ ICCi Gold Priority Support	1	\$1,750.00	\$1,750.00
<i>ICCi Supplemental Support Services Annual Recurring Subscription Subtotal</i>			<i>\$1,750.00</i>

GRAND TOTAL - RECURRING ANNUAL SUPPORT/SUBSCRIPTION	\$19,950.00
TOTAL SUPPORT COST	\$19,950.00

All Quotes Expire 30 Days from Quote Date

This is NOT an invoice. Please use this confirmation to initiate your purchasing process.

RECURRING SERVICES

The Recurring Services portion of this Order will be based on the pricing at the time of renewal.

In the event that a manufacturer increases its prices for recurring annual services, the increase will be passed along to the Client. No more than once per year, MCCi may adjust its recurring annual services to coincide with current U.S. inflation rates; any increase will not exceed the cumulative increase in the Consumer Price Index (CPI) occurring since the last price increase. Please note that if you subscribe to volume-based solutions, additional user licenses may increase the cost of those items at the time of your next annual renewal. Recurring Services portion of this Order and/or applicable Addendum will renew upon payment of annual renewal invoice.

SALES TAX

Sales tax will be invoiced where applicable and is not included in the fee quote above.

PRODUCT ORDER TERMS

MCCi will process Product Orders as follows:

Product/Service Description	Timing of Product Order
All Software, Recurring Annual Support/Subscription, and Supplemental Support Services	Upon payment of renewal invoice

The act of MCCi processing orders determines the start date of annual Recurring Service periods. Establishment of start dates for 3rd party manufacturer products are subject to each manufacturer's current policy.

BILLING TERMS

MCCi will invoice Client as follows:

Product/Service Description	Timing of Billing
All Software, Recurring Annual Support/Subscription, and Supplemental Support Services	75 days in advance of expiration date

MCCi shall not send any invoices nor claim payment for any fees or expenses incurred by MCCi until both parties authorize this Order. Sales tax will be invoiced where applicable and is NOT included in the Pricing section. Once payment has been received, no refunds for Recurring Services are available.

MCCi ASSUMPTIONS

TECHNICAL SUPPORT

Clients may contact MCCi support via MCCi's Online Support Center, email (support@mccinnovations.com), or telephone 866-942-0464. Support is available Monday through Friday (excluding major holidays) from 8:00 AM to 5:00 PM local time within the continental United States.

LIMITED LIABILITY

If the Master Agreement is silent on each party's limited liability, or there exists no master agreement, except for breach of any intellectual property right, or end user terms of use, and/or license agreement, liability is limited to the amount of dollars received by MCCi directly associated with this Order in the twelve (12) months prior to the date of the Claim. If the applicable agreement provides for a limitation of liability, then such limitation applies to the greatest extent allowed.

MCCi also does not warrant any third-party products procured on behalf of Client. If there are any product warranties provided by the manufacturer of the product, any remedy should be requested directly from manufacturer and MCCi has no liability associated therewith.

PRE-EXISTING INTELLECTUAL PROPERTY (IP)

The following products noted below are deemed Pre-existing IP as defined in the Master Agreement and are not considered "Works Made for Hire" and as such all rights, title or interest remains with MCCi. Client shall retain a non-exclusive, royalty-free, world-wide, license to use the product(s) as such product(s) is integrated into the solution purchased from MCCi and for the term of the applicable subscription(s) by Client.

- ♣ Laserfiche PowerPack by MCCi
- ♣ Laserfiche EnerGov Integration by MCCi
- ♣ Laserfiche Neogov Integration by MCCi
- ♣ GoFiche Suite for Avante/Rio/Subscription
- ♣ Common Web Service API for Laserfiche
- ♣ GovBuilt software

CLIENT SOLUTION CUSTOMIZATIONS

Client may also choose to customize their system internally without MCCi's help. MCCi is not responsible for any damage caused by the user's customization of the system not performed by MCCi. MCCi will not be held responsible for correcting any problems that may occur from these customizations. Routine updates as provided by software manufacturers may affect any customizations made by entities other than MCCi. If MCCi's help is required to correct/update any customizations made by any entity other than MCCi, appropriate charges will apply.

CLIENT INFORMATION TECHNOLOGY ASSISTANCE

For MCCi to excel in providing the highest level of service, Client must provide timely access to technical resources. Client must provide adequate technical support for all MCCi installation and support services. If Client does not have "in-house" technical support, it is Client's responsibility to make available the appropriate Information Technology resources/consultant when needed.

LASERFICHE CLOUD ASSUMPTIONS

The following assumptions are current as of the date of order. Manufacturer's terms and conditions are subject to change.

REQUIREMENTS

Laserfiche Cloud is not recommended for clients with less than 10 mb/s download and upload speed. Client is responsible for ensuring they meet these requirements.

LASERFICHE CLOUD AGREEMENT

As part of Client's account activation process, Laserfiche requires acceptance of the Laserfiche Cloud Agreement, which is made available by Laserfiche during the activation process, or can be supplied by MCCi upon request.

- By accepting this Order, Client acknowledges Laserfiche's Cloud Agreement and agrees to abide by its terms and absolve MCCi of any Laserfiche Cloud product-related liability.

LASERFICHE SOFTWARE SUPPORT PLAN

MCCi acts as first-tier support and works with Laserfiche, who would provide second-tier level support when needed. Laserfiche software support plans are bundled Laserfiche Cloud systems. All software support plans are on a yearly subscription basis and accompany the applicable software product designed, developed, created, written, owned, or licensed by Laserfiche. Laserfiche Cloud system subscribers are advised to export data from their Laserfiche system prior to cancellation or any other termination.

ACTIVE LASERFICHE SOFTWARE SUPPORT PLAN BENEFITS INCLUDE:

- Easy remote access to MCCi's team of Laserfiche Gold Certified Support Technicians
- Continued access to Client's Laserfiche solution

POLICIES

- Laserfiche Cloud subscriptions are annual, prepaid, and non-refundable.
- The annual term start date for new systems is established by Laserfiche at the time MCCi submits an order to Laserfiche on Client's behalf. This is not contingent upon a completed implementation.
- For expansion purchases, the applicable service period is prorated to match Client's existing or future service period, which is dependent on Laserfiche's then current policy and the timing of the expansion order vs. the Client's annual service period renewal date (i.e., prorating for less than 4 months may not be permissible due to the timing of renewal invoicing).

LATE PAYMENTS

- If payment is not received before Client's renewal date, Client's Laserfiche software support plan expires. Please allow up to five (5) business days after receipt of payment for MCCi to process renewal payment to Laserfiche.
- Impact of Expiration:
 - Client will be able to access MCCi Support Technicians for 30 days post expiration. However, if

there are support issues that require Laserfiche involvement, these issues cannot be resolved until Client’s support is renewed.

- Access to Client’s Laserfiche Cloud solution will be deactivated after 30 days (or based on Laserfiche’s then current policy).
- Cloud products cancelled 30+ days before the renewal date will not be charged a cancellation fee.
- Cloud products cancelled 1 – 30 days before or on the renewal date will be charged a 10% cancellation fee based on the total annual Laserfiche Cloud subscription cost.
- Cloud products cancelled 1 – 30 days after the renewal date will be charged a 50% cancellation fee based on the total annual Laserfiche Cloud subscription cost.
- Cloud products cancelled 30+ days after the renewal date are nonrefundable.
- Subscribers are advised to export data from their Laserfiche system prior to cancellation or any other termination.

Cloud Renewal Cancellation Timeframe	Cancellation Fee
30+ days before the renewal date	No Fee
1-30 days before or on the renewal date	10% Cancellation Fee
1-30 days after the renewal date	50% Cancellation Fee
30+ days after the renewal date	Non-Refundable

OVERAGE FEES FOR DATA STORAGE/BANDWIDTH

If additional data storage or bandwidth is needed mid-term, additional charges will apply. MCCi recommends reviewing this annually and pre-purchasing any additional storage/bandwidth based on anticipated needs.

DATA RESTORATION SERVICES

On an exception basis and subject to written approval from Laserfiche, Client may receive assistance to restore data which it may have lost as a result of its own actions. Additional fees may apply.

LASERFICHE SOLUTION PROVIDER OF RECORD

As Client’s current Solution Provider of Record, Laserfiche’s policy dictates that MCCi is the only Laserfiche Solution Provider that has access to Client’s support account, along with the ability to process subscription renewals and initiate additional purchases on Client’s behalf. Unless Client decides to cancel Client’s contract with MCCi or work with Laserfiche to formally change Client’s Laserfiche Solution Provider of Record, future purchases and subscription renewals will be processed and provided by MCCi.



REPORT TO CITY COUNCIL

DATE: APRIL 22, 2026

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: NATHAN HAMBURGER, CITY MANAGER

BY: CHARMAINE YAMBAO, DIRECTOR OF PUBLIC WORKS DIRECTOR / CITY ENGINEER
AMY BRINK, DIRECTOR OF COMMUNITY SERVICES
ROBBY NESOVIC, COMMUNITY DEVELOPMENT DIRECTOR

SUBJECT: ADOPT ORDINANCE NO. 26-485, AMENDING THE AGOURA HILLS MUNICIPAL CODE TO ESTABLISH ELECTRIC MOBILITY DEVICE REGULATIONS

On April 8, 2026, the City Council waived full reading and introduced Ordinance No. 26-485, which amends Article 3 Public Safety of the Agoura Hills Municipal Code (AHMC) adding Chapter 10, establishing regulation of electric mobility devices and makes a finding of exemption pursuant to the California Environmental Quality Act (CEQA).

The new Chapter 10 will provide regulations prohibiting the use of electric mobility devices on City owned facilities, such as public sidewalks, parks, recreations areas, and trails, and enforcement of the new regulations.

With City Council approval, staff will notify and coordinate with the Los Angeles County Sheriff's Department of the new regulations. The new regulations will be posted on the City's website, along with a public campaign to educate the community of the new rules and regulations through the City's various social platforms. And staff has started to secure options for in-person workshops and online training for the community to learn how to properly and legally use e-bikes.

The City would begin replacing regulation park signs thirty (30) days after approval of the ordinance. It is anticipated that the electric mobility device regulations would be fully enforceable by May 23, 2026.

Ordinance No. 26-485 is exempt from CEQA pursuant to State CEQA Guidelines Section 15061(b)(3) on the grounds that it can be seen with certainty that the regulations on the operation of electric mobility devices in public places and off-street parking lots, as provided in this Ordinance, will not have a significant effect on the environment.

FISCAL IMPACT

There is no fiscal impact to the City through the adoption of Ordinance No. 26-485. The City Council agreed that the educational workshops and online training should be offered before the end of the 2025-26 Fiscal Year. Staff has identified funds in account 010-4121-5426 for a \$5,000 appropriation to assist with the educational training. Funds for the 2026-27 Fiscal Year would need to be appropriated during the budget workshops. Therefore, a not-to-exceed amount of \$5,000 was suggested to begin the program.

RECOMMENDATION

Staff respectfully recommends the City Council adopt Ordinance No. 26-485 amending the Agoura Hills Municipal Code to establish Electric Mobility Device Regulations and making a finding of exemption pursuant to CEQA (California Environmental Quality Act).

Attachments

[Ordinance No. 26-485](#)

ORDINANCE NO. 26-485

**AN ORDINANCE OF THE CITY OF AGOURA HILLS
AMENDING THE AGOURA HILLS MUNICIPAL CODE TO
ESTABLISH ELECTRIC MOBILITY DEVICE
REGULATIONS AND MAKING A FINDING OF EXEMPTION
PURSUANT TO CEQA**

**THE CITY COUNCIL OF THE CITY OF AGOURA HILLS DOES ORDAIN AS
FOLLOWS:**

Section 1. Code Amendment. Article III (Public Safety) of the Agoura Hills Municipal Code is hereby amended by adding a new Chapter 10 (Electric Mobility Devices) to read as follows:

“CHAPTER 10 - ELECTRIC MOBILITY DEVICES

31000. - Title.

This Chapter shall be known and may be cited as the Electric Mobility Devices Ordinance.

31001. - Definitions.

Except where the context otherwise requires, the definitions provided in this Section shall govern the construction of this Chapter. Whenever a reference is made to the Vehicle Code, the reference applies to the then-current version of such statute.

(a) “Bicycle” shall have the same meaning as in Vehicle Code Section 231, including electric bicycles.

(b) "Electric mobility device" means any of the following:

(1) “Electric Bicycle” as defined in Vehicle Code Section 312.5.

(2) “Motorized Scooter” as defined in Vehicle Code Section 407.5.

(3) “Pocket Bike” as defined in Vehicle Code Section 473.

(c) "Operator" means a person who operates and/or controls an electric mobility device.

(d) “Park” means any recreation area or facility, historic park or site, picnic area, reservoir, golf course, roadside rest area, riding or hiking trail, and any building, structure, or other facility located therein, owned, managed, operated or controlled by the City.

(e) "Public area" means any outdoor area that is open to the members of the public for public use and is owned, managed, operated or controlled by the City.

(f) "Unsafe Manner" means operating a device in any manner whatsoever that displays a willful or wanton disregard for the safety of other persons or property.

(g) "Vehicle" as defined in Vehicle Code Section 670.

31002. - Operation of Electric Mobility Devices.

(a) No person shall operate or ride an electric mobility device:

(1) upon any public sidewalk in the City;

(2) in any public drainage facility, culvert, ditch, or channel in the City;

(3) outside of any roadway or other paved public area;

(4) in or upon any park, public athletic field, athletic/sports court, or gymnasium in the City;

(5) over any public equestrian trail, or hiking or recreational trail in the City;

or

(6) in any public area where bicycles or motor vehicles are prohibited, as set forth in Sections 3206, 4908 and 4922 of this Code.

(b) No person shall ride an electric mobility device in an unsafe manner in any public area.

(c) Operators shall allow the inspection of electric mobility devices upon lawful contact with police officers to determine if the rider is legally allowed to operate such electric mobility device.

31003. - Enforcement.

A. An operator's first violation of this Chapter and second violation of this Chapter within one year shall each be an infraction punishable as set forth in Section 1200(b) of Chapter 2 (Penalties) of Article I (General Provisions) of this Code. An operator's third or subsequent violation of this Chapter within one year of the last violation shall be a misdemeanor punishable by a fine of not more than one thousand dollars (\$1,000.00). Such violator shall be guilty of a separate offense for each and every violation of any provision of this Chapter committed by such person and shall be punishable accordingly.

B. In the event the operator of the electric mobility device is a juvenile, officers will make a reasonable effort to contact the parent(s) or responsible guardian(s) of the

operator and advise them of the nature of the violation. This shall occur at the time of the stop or as soon as practical.

C. Each parent or legal guardian having custody and control of a minor who is issued a fine for violation of this Chapter shall be jointly and severally liable with such minor for payment of the fine.

D. In lieu of a fine or administrative citation as authorized by this Municipal Code, the city prosecutor or designee has the discretion to allow a violator of this Chapter and, if the violator is a minor, also the parent or legal guardian of the violator, to complete an electric mobility device safety education program, at violator's expense.

31004. - Exemptions.

A. The restrictions in this Chapter do not apply to persons with mobility disabilities utilizing a wheelchair or other power-driven mobility device in accordance with the Americans with Disabilities Act (42 U.S.C. Section 12101 *et seq.*) and Section 36.311 of Title 28 of the Code of Federal Regulations.

B. City and other public agency personnel may operate electric mobility devices at any place in the performance of their duties.”

Section 2. CEQA. The City Council finds that this Ordinance is exempt from the California Environmental Quality Act (“CEQA”) pursuant to State CEQA Guidelines Sections 15061(b)(3) on the grounds that it can be seen with certainty that the regulations on the operation of electric mobility devices in public places and offstreet parking lots, as provided in this Ordinance, will not have a significant effect on the environment.

Section 3. 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 4. Effective Date. This Ordinance shall take effect thirty (30) days after passage.

Section 5. 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 by the City Council of the City of Agoura Hills this 22nd day of April, 2026, by the following vote to wit:

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

CITY OF AGOURA HILLS:

Jeremy Wolf, Mayor

ATTEST:

Kimberly M. Rodrigues, MMC
City Clerk

APPROVED AS TO FORM:

Candice K. Lee
City Attorney



REPORT TO CITY COUNCIL

DATE: APRIL 22, 2026
TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL
FROM: NATHAN HAMBURGER, CITY MANAGER
BY: ERIC WANG, ASSOCIATE PLANNER
SUBJECT: ADOPT ORDINANCE AMENDMENT NO. 26-487 RELATED TO EQUIPMENT IN RESIDENTIAL AND COMMERCIAL ZONES AND USES SUBJECT TO DIRECTOR'S REVIEW AND APPROVAL

At the regularly scheduled City Council meeting on April 8, 2026, City Council, by the vote of 5-0, waived full reading and introduced Ordinance No. 26-487.

This item is a request to adopt Ordinance No. 26-487.

FISCAL IMPACT

The City's Fiscal Year 2025-26 Budget will not be impacted by adopting Ordinance No. 26-487.

RECOMMENDATION

Staff respectfully recommends the City Council adopt Ordinance No. 26-487; an Ordinance of the City Council of the City of Agoura Hills, California, amending the Agoura Hills Municipal Code to amend regulations related to equipment in residential and commercial zones and uses subject to Director's review and approval in residential zones and making a determination of exemption under the California Environmental Quality Act.

Attachments

[1. Ord. No. 26-487.pdf](#)

[2. Notice of Exemption.pdf](#)

ORDINANCE NO. 26-487

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AGOURA HILLS, CALIFORNIA, AMENDING THE AGOURA HILLS MUNICIPAL CODE TO AMEND REGULATIONS RELATED TO EQUIPMENT IN RESIDENTIAL AND COMMERCIAL ZONES AND USES SUBJECT TO DIRECTOR'S REVIEW AND APPROVAL IN RESIDENTIAL ZONES AND MAKING A DETERMINATION OF EXEMPTION UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

WHEREAS, in certain instances the City's existing regulations pertaining to allowable uses and equipment in residential and commercial zones do not account for current land use practices or the most current and efficient equipment on the market.

WHEREAS, the existence of outdated regulations related to land uses and equipment is a detriment to the property owners, citizens, and businesses within the community, because the City does not allow some desirable, low impact uses and equipment commonly seen in other similarly situated communities, or makes it more challenging for those uses to come into the City.

WHEREAS, it is the desire of the City Council to reduce permitting barriers for local homeowners and businesses in instances where those barriers do not serve the purpose of environmental protection or public health, safety and welfare.

WHEREAS, the proposed ordinance would amend Article IX (Zoning) of the Agoura Hills Municipal Code (AHMC) to clarify specific ground and wall mounted equipment requirements in residential and commercial zones, and uses subject to Director's review and approval in residential zones.

WHEREAS, the Planning Commission held a duly noticed public hearing on March 5, 2026, at which time it received staff reports, public testimony, and other evidence in the record. Upon close of the hearing, the Commission adopted Resolution No. 26-486 recommending City Council adoption of the Ordinance.

WHEREAS, the City Council held a duly noticed public hearing on April 8, 2026, at which it received staff reports, public testimony, and other evidence in the record regarding the proposed Ordinance.

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 General Plan Goal LU-7 (Livable and Quality Neighborhoods), which calls for neighborhoods that provide a variety of housing types, densities, and design, and a mix of uses and services that support the needs of their residents. The proposed changes to equipment regulations will ensure that high-efficiency equipment, such as tankless water heaters and energy storage systems, are encouraged while requiring adequate sound barriers for noise-generating equipment, consistent with current requirements.

Section 3. Zoning Code Amendment. Section 9132.[1] (Evaluation of design) of Part 4 (General Development Standards) 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:

“9132.[1] – Evaluation of design

All development shall satisfy the following design criteria:

- A. Exterior materials and colors shall harmonize with and compliment the surrounding natural and man-made environment. Where appropriate, dominant exterior colors shall reflect a natural earthtone theme. More brilliant exterior colors shall not be employed in a manner which detracts from the visual continuity of a structure and its surrounding environs. Exterior treatments characterized by an overly bright, shiny, reflective or artificial appearance shall not be permitted.
- B. The architectural expression shall be carried out throughout the project.
- C. The landscaping shall compliment the proposed architecture and shall consist of native materials wherever possible.
- D. The proposed traffic circulation shall be compatible with the proposed development and not adversely impact the neighborhood in which it is located.
- E. All new development shall be adequately buffered from existing development.
- F. Height of structures shall be in relationship to the height of the pad, size and shape of the structure and the proposed setbacks.
- G. Except as allowed by Section 9606.1, no equipment in residentially zoned property shall be mounted, affixed or otherwise attached to a pitched roof, including a hip or gable roof, or to an exterior wall of a building, excluding windows. For the purpose of this section, "equipment" shall be defined as being all materials, fittings, devices, appliances and apparatus systems used for heating, air conditioning and ventilation of the residential units, excluding natural or mechanical attic ventilation systems approved by the director of planning and community development. "Equipment" shall also be defined as being all collector tanks, circulators, pump systems and apparatus other than flat-plate collectors used in connection with solar collecting systems. Equipment may be placed on a flat roof only if the equipment is entirely

screened from view from public or private right-of-way by a mansard or parapet roof element and located entirely below the top of such roof elements. The method of screening shall be architecturally integrated and blend with the building design in terms of material, color, shape and size. If such screening is not possible due to elevation or topographic constraints, the equipment shall be placed on the ground and subject to the provisions of section 9606.1 of this article.”

Section 4. Zoning Code Amendment. Section 9606.1 (Accessory structures and equipment location and type permitted) of Division 6 (Accessory Structures) of Part 1 (In General) 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:

“9606.1 – Accessory structures and equipment location and type permitted.

The following accessory structures and equipment may project into the required yard subject to the following limitations:

- A. Ground mounted equipment such as pool equipment, air conditioners and built-in barbecues, provided that the equipment shall not be located closer than five (5) feet to the side property line and three (3) feet to the rear or street side property line. Notwithstanding any other provision in this Article, no ground mounted equipment shall be allowed within the required front yard setback. All ground mounted equipment established in the permissible portion of the front yard shall be visibly screened from the public right-of-way. Noise-generating equipment, such as ground mounted pool and air conditioning equipment must be screened by a solid wall or sound insulated fence on all sides, except in cases where the equipment is located next to a dwelling, in which case the equipment must be screened on the three (3) sides not adjacent to the dwelling. Screening requirements for noise generating equipment may be waived if the director determines that typical equipment operation would not exceed exterior noise standards as set forth in Section 9656.2.
- B. Rain conductors, spouts, utility service risers, and shutoff valves may project a maximum distance of one (1) foot into any required yard.
- C. Awnings or canopies may project a maximum distance of three (3) feet into the required interior side yard and five (5) feet into the required front, rear and street side yard, provided:
 - 1. That such awnings or canopies are not closer than three (3) feet into any lot line;
 - 2. That such awnings or canopies have no vertical ground support within such yard; and

3. That such awnings or canopies extend only over the windows or doors to be protected, and for not more than one (1) foot on either side thereof.
- D. Water heaters, water softeners and gas or electric meters, including service conduits and pipes, enclosed or in the open, may project a maximum distance of two and one-half (2½) feet into a required interior side or rear yard, provided that such structures or equipment are not closer than three (3) feet to any lot line. Wall mounted tankless water heaters may project into a required side, interior, or rear yard, provided that such equipment is not closer than three (3) feet to any lot line. Gas meters, if enclosed or adequately screened from view by a structure permitted in the yard, may project a maximum distance of two and one-half (2½) feet into a required front or corner side yard, provided that such equipment is not closer than three (3) feet to any lot or highway line.
- E. Wall and window mounted air conditioners, coolers, and fans may be used in any required yard, provided that such equipment is not closer than three (3) feet to any lot line.
- F. Guard railings or fences for safety protection around depressed ramps may be placed in any yard provided such railing or fence does not exceed a height of three and one-half (3½) feet.
- G. Driveways, walkways, patio slabs and other areas constructed of concrete, asphalt or similar materials and wooden decks may be used in any required yard provided that such structures do not exceed one (1) foot above ground level. Decks over one (1) foot high shall be regulated by section 9605.6. This provision shall not exclude the use of the steps providing access between areas of different elevation on the same property.
- H. Storage sheds, including pre-fabricated units, that are used solely for the lawful and safe storage of personal property and which have less than one hundred twenty (120) square feet of projected roof area, are permissible in side or rear yards only, provided that a minimum unobstructed access of three (3) feet is provided between the shed and the property lines, have no foundation or plumbing or electrical service of any kind and do not exceed seven and one-half (7.5) feet in exterior height as measured from the ground to the top of the roof. Such sheds shall be placed behind any fence in the side yard setback area to minimize their visibility from the sidewalk or public right-of-way. If no fence exists in the side yard setback area, then the shed shall be located so as to minimize the visibility of the shed from the public right-of-way and must be at least fifteen (15) feet behind the front of the building. A maximum of three (3) such sheds shall be allowed on any one lot.
- I. Wall and ground mounted energy generation and storage systems, including batteries and generators, may be placed in any side or rear yard, provided that such facilities are not closer than three (3) feet to any lot line. Any proposed generator over five (5) feet in height, placed within a required side yard, and utilizing an internal combustion engine (ICE) must be screened by a solid wall or sound insulating fence on all sides, except in cases where the

equipment is located next to a dwelling, in which case the equipment must be screened on the three (3) sides not adjacent to the dwelling, to mitigate noise impacts to adjacent properties.

- J. All other ground mounted equipment may be placed in any rear yard, provided such equipment is no closer than five (5) feet to any lot line and would not create a public nuisance pursuant to section 5605 of this code.

Section 5. Zoning Code Amendment. Section 9222.3 (Uses subject to director's review and approval) 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:

"9222.3 - Uses subject to director's review and approval.

Subject to the provisions of chapter 6, the following uses may be permitted subject to the approval of the director:

- A. Access to a lawfully permitted use in another land use district;
- B. Stands for the display and sale of any agricultural products lawfully produced on said lot;
- C. Private equestrian and hiking trails;
- ~~D. Private recreation clubs;~~
- ~~E. Riding academies and stables;~~
- D. ~~F.~~ Temporary structures such as model homes, real estate sales offices, construction trailers and mobile homes used as residence during construction of a project when a valid building permit is in force;
- E. ~~G.~~ Temporary storage of materials and construction equipment related to a city public works project;
- F. ~~H.~~ Retaining walls two (2) feet or higher in height containing fill located within a required setback or within fifty (50) feet of an existing residence subject to the issuance of a site plan architectural review permit. This section shall apply only to retaining walls that face an abutting property;
- G. ~~I.~~ Day care for children, large family day care home, subject to the issuance of a large family day care permit pursuant to the provisions of section 9285;
- H. ~~J.~~ Motion picture filming not exceeding seven (7) consecutive days."

Section 6. Zoning Code Amendment. Section 9222.4 (Conditional uses) 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:

“9222.4 – Conditional Uses.

The following uses may be permitted subject to a conditional use permit:

- A. Arboretum and horticultural gardens;
- B. Campgrounds, picnic areas, trails with overnight camping;
- C. Churches, temples or other places used exclusively for religious worship, including related incidental educational and social activities;
- D. Community care facilities, large.
- E. ~~D.~~ Convents and monasteries;
- F. ~~E.~~ Reserved;
- G. ~~F.~~ Day nursery, children;
- H. ~~G.~~ Development of property with an average slope of ten (10) percent or greater, subject to the provisions of section 9652 et seq.;
- I. ~~H.~~ Grange halls;
- J. ~~I.~~ Guest ranches;
- K. ~~J.~~ Health retreats;
- L. ~~K.~~ Homes for aged person, small group care;
- M. ~~L.~~ Homes for children, special boarding;
- N. ~~M.~~ Institutions for aged persons, private;
- O. ~~N.~~ Institutions for children, private;
- P. ~~O.~~ Lighted tennis courts;
- Q. ~~P.~~ Manufactured homes (mobile homes) on a permanent foundation, as a single-family dwelling, subject to the provisions of section 9675, if more than ten (10) years have elapsed between the date of manufacture of the manufactured home and the date of the application for the issuance of a permit to install the manufactured home;
- R. Riding academies and stables.
- Q. ~~Community care facilities, large.”~~

Section 7. Zoning Code Amendment. Section 9120.17 (“R”) of Part 3 (Definitions) of Chapter 1 (Introduction) of Article IX (Zoning) of the Agoura Hills Municipal Code is hereby amended to delete the definition of “*Recreation club, private.*”

Section 8. California Environmental Quality Act (CEQA). This Ordinance is exempt from environmental review pursuant to section 15061(b)(3) of the CEQA Guidelines (Common Sense Exemption) because it can be seen with certainty that the Ordinance will not have a significant effect on the environment. The Ordinance will make several clarifications to the Zoning Code in regard to equipment to reflect current Planning

policies. Additionally, the removal of an allowable use from a residential zoning district has no possibility of having a physical impact on the environment. Further, as a Municipal Code text amendment, there is no possibility that the proposed action may result in a significant effect on the environment, and the proposed revision to the Municipal Code is exempt from further review under CEQA. Individual proposed projects that include wall or ground mounted equipment would be subject to individual CEQA review when necessary.

Section 9. 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 10. Effective Date. This Ordinance shall take effect thirty (30) days after passage.

Section 11. 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 22nd day of April, 2026, by the following vote to wit.

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

Jeremy Wolf, Mayor

ATTEST:

Kimberly M. Rodrigues, MMC, City Clerk

APPROVED AS TO FORM:

Candice K. Lee, City Attorney

Notice of Exemption

Appendix E

To: Office of Planning and Research
P.O. Box 3044, Room 113
Sacramento, CA 95812-3044

County Clerk

County of: Los Angeles

P.O. Box 1208

Norwalk, CA 90651-1208

From: (Public Agency): City of Agoura Hills
30001 Ladyface Ct.

Agoura Hills, CA 91301

(Address)

Project Title: Ordinance No. 26-487

Project Applicant: City of Agoura Hills

Project Location - Specific:

Citywide

Project Location - City: City of Agoura Hills Project Location - County: Los Angeles

Description of Nature, Purpose and Beneficiaries of Project:

An Ordinance amending the Agoura Hills Municipal Code to amend regulations related to equipment in residential and commercial zones and uses subject to director's review and approval in residential zones.

Name of Public Agency Approving Project: City of Agoura Hills

Name of Person or Agency Carrying Out Project: City of Agoura Hills

Exempt Status: **(check one):**

- Ministerial (Sec. 21080(b)(1); 15268);
- Declared Emergency (Sec. 21080(b)(3); 15269(a));
- Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
- Categorical Exemption. State type and section number: 15061(b)(3) "Common Sense"
- Statutory Exemptions. State code number: _____

Reasons why project is exempt:

This Ordinance is exempt pursuant to State CEQA Guidelines Section 15061(b)(3) ("Common Sense") because it can be seen with certainty that the Ordinance will not have a significant effect on the environment. The Ordinance will make several clarifications to the Zoning Code in regard to equipment to reflect current Planning policies. Additionally, the removal of an allowable use from a residential zoning district has no possibility of having a physical impact on the environment. Further, as a Municipal Code text amendment, there is no possibility that the proposed action may result in a significant effect on the environment, and the proposed revision to the Municipal Code is exempt from further review under CEQA. Individual proposed projects that include wall or ground mounted equipment would be subject to individual CEQA review when necessary.

Lead Agency

Contact Person: Eric Wang Area Code/Telephone/Extension: 818-597-7328

If filed by applicant:

1. Attach certified document of exemption finding.
2. Has a Notice of Exemption been filed by the public agency approving the project? Yes No

Signature: _____ Date: _____ Title: _____

▪ Signed by Lead Agency Signed by Applicant

Authority cited: Sections 21083 and 21110, Public Resources Code.
Reference: Sections 21108, 21152, and 21152.1, Public Resources Code.

Date Received for filing at OPR: _____